

**101 W. CASS CONDOMINIUMS
MASTER DEED**

CLINTON COUNTY SUBDIVISION PLAN NO. _____

THIS MASTER DEED is executed as of the _____ day of _____, 2023, by 101 W. Cass, LLC, a Michigan limited liability company (hereinafter, the “Developer”), whose address is 503 Mall Court, Suite 312, Lansing, Michigan 48912, in accordance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the “Act”).

By executing and recording this Master Deed, together with the Condominium Bylaws (attached as Exhibit A), and the Condominium Subdivision Plan (attached as Exhibit B), the Developer does establish 101 W. Cass Condominiums as a condominium project under the Act. After being so established, 101 W. Cass Condominiums (also referred to as the “Condominium Project”), shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized subject to the provisions of the Act, and to the conditions, restrictions and affirmative obligations set forth in this Master Deed (including Exhibits A and B).

All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B) shall be deemed to run with the land and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I
DEFINITIONS**

Certain terms are utilized not only in this Master Deed (including Exhibits A and B), but also may be used in various other Condominium Documents including, but not limited to, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. The terms set forth below, when used in any Condominium Documents, or any other pertinent instruments, shall be defined as follows:

Section 1. Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. “Association” means 101 W. Cass Condominium Association, a non-profit Michigan corporation, in which all Co-owners shall be members. The Association shall administer, operate, manage and maintain the Condominium Project.

Section 3. Board of Directors. “Board of Directors” means the board of directors of the Association.

Section 4. Business Day. “Business Day” means a day of the year excluding Saturday, Sunday or any legal holiday as adopted by the City of St. Johns, Michigan.

Section 5. Bylaws. “Bylaws” shall mean attached Exhibit A, the Bylaws for the Condominium Project setting forth the rights and obligations of the Co-owners and required by Section 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed. The Condominium Bylaws shall also constitute the corporate bylaws of the Association as provided or under the Michigan Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, as amended.

Section 6. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article IV of this Master Deed.

Section 7. Condominium Documents. “Condominium Documents” means and includes this Master Deed (including Exhibits A and B), the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

Section 8. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means 101 W. Cass Condominiums, a condominium project established pursuant to the Act.

Section 9. Condominium Subdivision Plan. “Condominium Subdivision Plan” is Exhibit B to this Master Deed. Exhibit B shall depict all utility lines in the Condominium Project.

Section 10. Co-owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns legal or equitable title to a Condominium Unit within the Condominium Project. “Co-owner” includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as is expressly provided elsewhere in the Condominium Documents.

Section 11. Developer. “Developer” means 101 W. Cass, LLC, a Michigan limited liability company, which has executed this Master Deed, and its successors and assigns.

Section 12. Master Deed. “Master Deed” means this Master Deed, including attached Exhibits A and B, all of which are hereby incorporated by reference and made a part hereof.

Section 13. Unit or Condominium Unit. “Unit” shall mean the enclosed spaces constituting a single unit in the Condominium Project as described in Article V, Section 1 hereof and as delineated on Exhibit B hereto.

**ARTICLE II
TITLE AND NATURE**

The Condominium Project is established in accordance with the Act. The boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project as designated by the Master Deed. Each Co-owner in the Condominium Project shall have an exclusive right to its Unit and shall have an undivided and inseparable percentage interest in the Common Elements of the Condominium Project as designated in this Master Deed.

**ARTICLE III
LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Block 17, Original Plat, City of St Johns, Clinton County, Michigan, according to the recorded Plat thereof as recorded in Clinton County Records.

**ARTICLE IV
COMMON ELEMENTS**

The Common Elements of the Condominium Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. **Land.** The land and beneficial easements, including landscaping and sidewalks (subject to the rights of the public, if any, over any portions of the rights-of-way).
2. **Building.** The exterior walls of the three-story brick building (“main building”), together with the foundation, supporting columns, roof and all other materials that are included in the structural integrity of the main building, whether or not located within a Unit.
3. **Mechanical Rooms and Crawl Spaces.** The mechanical rooms and crawl spaces in the main building shown on the Condominium Subdivision Plan.
4. **Windows and Doors.** Windows in the common areas of the main building as well as shared entrance doors and other doors located within a common area that does not provide entry to a Unit.

5. **Common Walls.** The walls between two (2) Units or between a Unit and a General Common Element.

6. **Hallways, Stairways and Elevator.** The shared hallways and stairways, together with the elevator and elevator shaft, as shown on the Condominium Subdivision Plan.

7. **HVAC System.** Any HVAC system that serves the General Common Elements.

8. **Electrical.** The electrical transmission service throughout the Project, including primary and secondary service lines, other than any portion of the system serving only that Unit.

9. **Gas.** The gas line network throughout the Project, other than any portion of the network serving only that Unit.

10. **Water and Sanitary Services.** The water distribution system and sanitary services system throughout the Project, other than any portion of those systems serving only that Unit.

11. **Fire Suppression System.** The fire suppression system located within the Project.

12. **Irrigation System.** The irrigation system located within the Project, if any.

13. **Storm Sewer.** The storm sewer system throughout the Project.

14. **Other.** Such other areas of the Project which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

NOTE: Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Association's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. The Limited Common Elements are:

1. **Interior Surfaces.** The interior surfaces of Unit perimeter walls (including the drywall) and finished concrete or lightcrete floors.

2. **Doors and Windows.** Each Unit entrance door (including kickplates and other hardware) and exterior window (including screen) in the Project.

3. **Electrical.** The electrical wiring network contained within the Unit or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for a particular Unit up to the point of connection with the electrical fixtures, plugs and switches within the Unit, which electrical wiring network is assigned to the Unit which it serves.

4. **Gas.** The gas line network contained within the Unit or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with the furnace, water heater or other gas appliance within or outside of the Unit, which gas line network is assigned to the Unit which it serves.

5. **Water.** The portion of the water distribution system contained within Unit or Unit walls, floors or ceilings or located in any other portion of the Common Elements serving a particular Unit.

6. **Sanitary Sewer.** The portion of the sanitary sewer system contained within the Unit or Unit walls, floors or ceilings or located in any other portion of the Common Elements serving a particular Unit.

7. **HVAC System.** All portions of an HVAC system serving a particular Unit, wherever located.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

1. **Association Responsibility.** Except as elsewhere provided in this Master Deed and/or the Bylaws, the Association shall be responsible for the maintenance, decoration, repair and replacement of all General Common Elements. In addition to maintenance of these General Common Elements, the Association shall contract for landscape and lawn maintenance, snow removal and utilities servicing the General Common Elements. The amount of all such common expenses shall be assessed against all Condominium Units as an expense of administration notwithstanding anything herein to the contrary.

2. **Co-owner Responsibility.** Except in the event of casualty, in which case the provisions of Article IV of the Bylaws shall control, each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

(a) Each Co-owner shall be responsible for maintaining, decorating, repairing or replacing each and every part of its Unit and the Limited Common Elements served by that Unit. Any Limited Common Element serving more than one Unit shall be maintained, repaired, or replaced by the Co-owners of those Units served by that Limited Common Element.

(b) Each Co-owner shall be responsible for payment of utilities attributable to its Unit.

3. **Co-owner Negligence or Fault.** Each Co-owner will be responsible for any damage to the Condominium caused by the negligence of the Co-owner or its employees, licensees, agents or invitees to the extent not covered by the Association's insurance as well as any deductible portion of any covered claim. If the Association determines, in its sole discretion, that maintenance, repair or replacement is required as a result of the failure of the Co-owner to perform its responsibilities under this paragraph or as set forth in Paragraph (2) above, or is result of the negligence, fault or improper conduct of a Co-owner and/or the Co-owner's employees, licensees, agents or invitees, the Association may proceed to perform the required work itself, and the cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the non-performing Co-owner and added to its monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in the Condominium Bylaws; provided, however, that no mediation or arbitration shall be required, and the non-defaulting Co-owner(s) may exercise the remedies on behalf of the Association provided by the Master Deed, Bylaws and applicable law.

4. **Co-owner Alterations.** No Co-owner shall in any way alter or modify any Common Elements within the Condominium without the prior written consent of the Association.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGES OF VALUE

Section 1. Description of Units. The Condominium Project will initially consist of two Units (the "Original Units"). A Unit shall consist of all the space within the interior surfaces of the exterior walls of the Unit, lying between the floor and the ceiling except for load-bearing walls, supporting columns and other materials involved in the structural integrity of the Unit. For those portions of any Unit that extends to the second floor of the building, the Unit shall include the attic space immediately above the ceiling of the Unit.

Notwithstanding anything contained herein to the contrary, the entire outbuilding shown on Exhibit B as "1 storage aluminum shed," shall be a part of Unit 2 and shall not contain any Common Elements.

Section 2. Percentage of Value. The total value of the Project is one hundred percent (100%). The percentage of value assigned to each of the Original Units shall be fifty percent (50%). The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are not material differences. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Unit in the Common Elements and in the proceeds of and the expenses of the Association as well as the value of each Co-owner's vote at meetings of the Association. In the event a Unit is subdivided in accordance with Article VII below, the Co-owner(s) of the combined newly-created Units shall have sole discretion as to how that Original Unit's percentage of value shall be reallocated among the newly-created Units.

ARTICLE VI EASEMENTS

Section 1. Easement for Maintenance of Encroachments, Access and Support. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance after rebuilding, in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) for the continuing maintenance and repair of Common Elements and all utilities in the Condominium Project, which easements shall be administered by the Association. Any such access by the Association shall be with reasonable advance notice or without notice in an emergency. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Access by Utility Companies and Damage Caused. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm water drainage, electricity, gas, television cable, internet, and telephone shall have access to the Common Elements and the Units with reasonable advance notice for the installation, repair or maintenance of such services. Any costs, including damage to Common Elements, incurred in the installation, maintenance or repair of such services designated as Common Elements, shall be an expense of administration to be paid by the Association.

Section 3. Access for Repairs. No Co-owner shall, in any way, restrict access to any of the common utilities or utility distribution systems, or any other Common Elements that must be accessible to service any Units. Should access to any of these facilities be required, and permission to enter the Unit not be given, the Association with reasonable advance notice may with due care remove any coverings or attachments that restrict such access and will have no responsibility for repairing or replacing any materials that are damaged in the course of gaining such access, unless the Association acted recklessly or negligently. There shall be easements to, through and over those portions of the land and improvements, as may be reasonable, for the installation, maintenance and repair of all utilities necessary to the Condominium Project.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association, including its directors, agents and designees, and all public or private utilities shall have such easements as may be necessary in, on, or over the Condominium Premises, including all Units, and Common Elements, to fulfill any responsibilities which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to utility components, and other Common Elements located within any Unit. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of any residence constructed within any Unit.

Section 5. Utility Tap-Ins. The Developer reserves, for the benefit of itself and the Association, an unrestricted easement and license to tap into and to use any and all public utility lines and any utility lines now or in the future located in the General Common Elements of the Condominium Project, including, but not limited to, electrical, telephone, water, gas, storm and sanitary sewer mains. The Developer may, but shall not be obligated to, record a separate easement instrument specifically describing the location of said easement.

Section 6. Telecommunications Agreements. The Association shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and contracts for the sharing of any installation or periodic subscriber service fees as may be necessary or desirable to provide for telecommunications and similar services (collectively "Telecommunications") to the Project or any Unit. In no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other thing which will violate any provision of any federal, state or local law. Any sums paid by any telecommunications company in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project and shall be paid over to and shall be the property of the Association.

ARTICLE VII SUBDIVISION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, any Unit in the Condominium may be subdivided or the boundaries between Units may be relocated, and corresponding changes may be made to the Common Elements, in accordance with Sections 48 and 49 of the Act and this Article. Any changes in affected Units shall be reflected in a duly recorded amendment or amendments to this Master Deed, the cost of which shall be borne solely by the Co-owners of the affected Unit(s).

Any Co-owner of a Unit may, without the consent of any other Co-owner or any mortgagee of any unaffected Unit, take the following actions:

Section 1. Subdivide Unit. Subdivide or re-subdivide a Unit and modify the adjacent Common Elements and utility connections and any other improvements reasonably necessary to effect the subdivision. Such construction and related activities shall not disrupt utility service or access to any other Unit other than temporarily.

Section 2. Modify Boundaries. Modify the boundaries between Units and modify the adjacent Common Elements and utility connections and any other improvements reasonably necessary for the modification. Such modification and related activities shall not disrupt utility service to any other Unit other than temporarily.

Section 3. Amendments to Master Deed. A subdivision, re-subdivision or modification of a Unit's boundaries shall be given effect by amendment or amendments to this Master Deed prepared and recorded by the Co-owners of the newly-created Units. The percentages of value shall be reallocated in the sole discretion of the Co-owners of the affected Unit(s) such that the sum of the percentages of value assigned to all newly-created Units is equal to the percentage of value of the Unit being subdivided. The amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified.

Section 4. Consent of Interested Persons. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed as necessary to make the foregoing changes and to any proportionate reallocation of percentages of value of the resulting subdivided Unit(s).

ARTICLE VIII AMENDMENT

This Master Deed and Condominium Bylaws and the Condominium Subdivision Plan may be amended only with the approval of 66 2/3% of all Co-owners, except as set forth in Article VII above and hereinafter set forth:

Section 1. Mortgagee Consent. Whenever a proposed amendment would materially change the rights of mortgagees generally, then such amendment shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held. Approval of mortgagees, where required, shall be solicited through written ballot. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.

ARTICLE IX RIGHT OF REFUSAL

A. If, at any time, either Co-owner desires to sell its Unit (or a proposed newly-created Unit pursuant to Article VII hereof) ("Selling Co-owner"), the other Co-owner shall have a right of first refusal in accordance with this Article IX.

B. The Selling Co-owner shall transmit to the other Co-owner in writing any offer for the purchase of the Unit which the Selling Co-owner has accepted or intends to accept, subject to the right of refusal set forth in this Article (the "Offer"). The other Co-owner shall have a thirty (30) day option to purchase the Selling Co-owner's Unit on the same conditions as the Offer.

EXHIBIT A

Condominium Bylaws

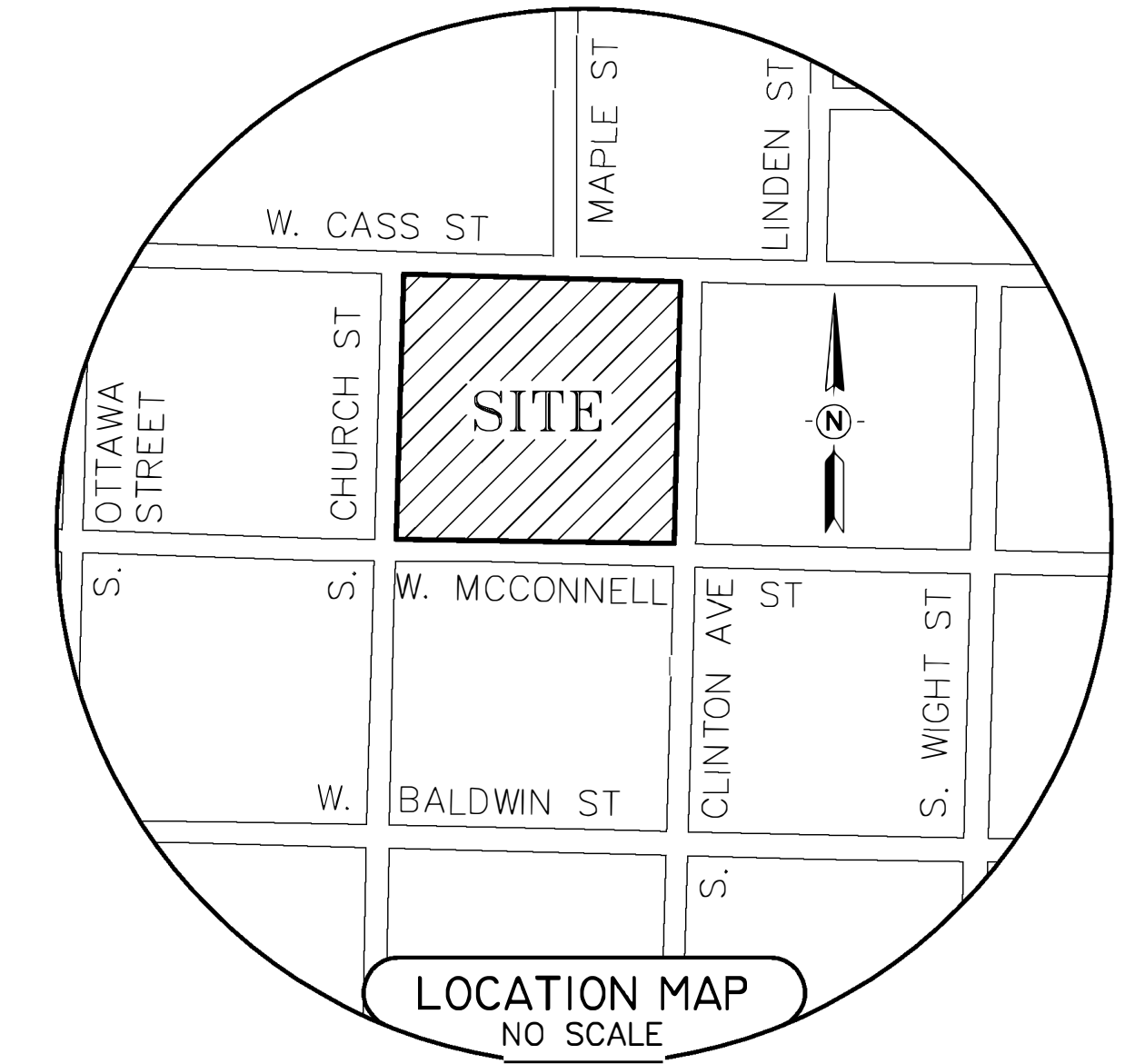
Please see separate file titled: Condominium Bylaws 8-29-23 - Exhibit A of Master Deed

EXHIBIT B

Condominium Subdivision Plan

Attention: County Register of Deeds
The Condominium plan number must be assigned in sequence.
When a number has been assigned to this project it must be
properly shown in the title of this sheet and in the surveyor's
certificate on sheet 2.

CLINTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____
EXHIBIT "B" TO THE MASTER DEED OF
101 W. CASS STREET CONDOMINIUMS



LEGAL DESCRIPTION:

Block 17, Original Plat, City of St Johns, Clinton County, Michigan, according to the recorded Plat thereof as recorded in Clinton County Records.

SHEET INDEX

1. Cover Sheet
2. Survey Plan
3. Site Plan
4. Utility Plan
5. Basement Plan (prepared by Studio Intrigue)
6. First Floor Plan (prepared by Studio Intrigue)
7. Second Floor Plan (prepared by Studio Intrigue)
8. Partial Basement Plan (prepared by Studio Intrigue)
9. Partial Basement Plan (prepared by Studio Intrigue)
10. Partial Basement Plan (prepared by Studio Intrigue)
11. Partial Basement Plan (prepared by Studio Intrigue)
12. Partial First Floor Plan (prepared by Studio Intrigue)
13. Partial First Floor Plan (prepared by Studio Intrigue)
14. Partial First Floor Plan (prepared by Studio Intrigue)
15. Partial First Floor Plan (prepared by Studio Intrigue)
16. Partial Second Floor Plan (prepared by Studio Intrigue)
17. Partial Second Floor Plan (prepared by Studio Intrigue)
18. Partial Second Floor Plan (prepared by Studio Intrigue)
19. Partial Second Floor Plan (prepared by Studio Intrigue)
20. Section Views A-C (prepared by Studio Intrigue)
21. Section Views D-G (prepared by Studio Intrigue)
22. Section Views H-I & Outbuilding Floor Plan (prepared by Studio Intrigue)

Surveyor

KEBS, Inc.
2116 Haslett Road
Haslett, MI 48840
(517) 339-1014

Developer

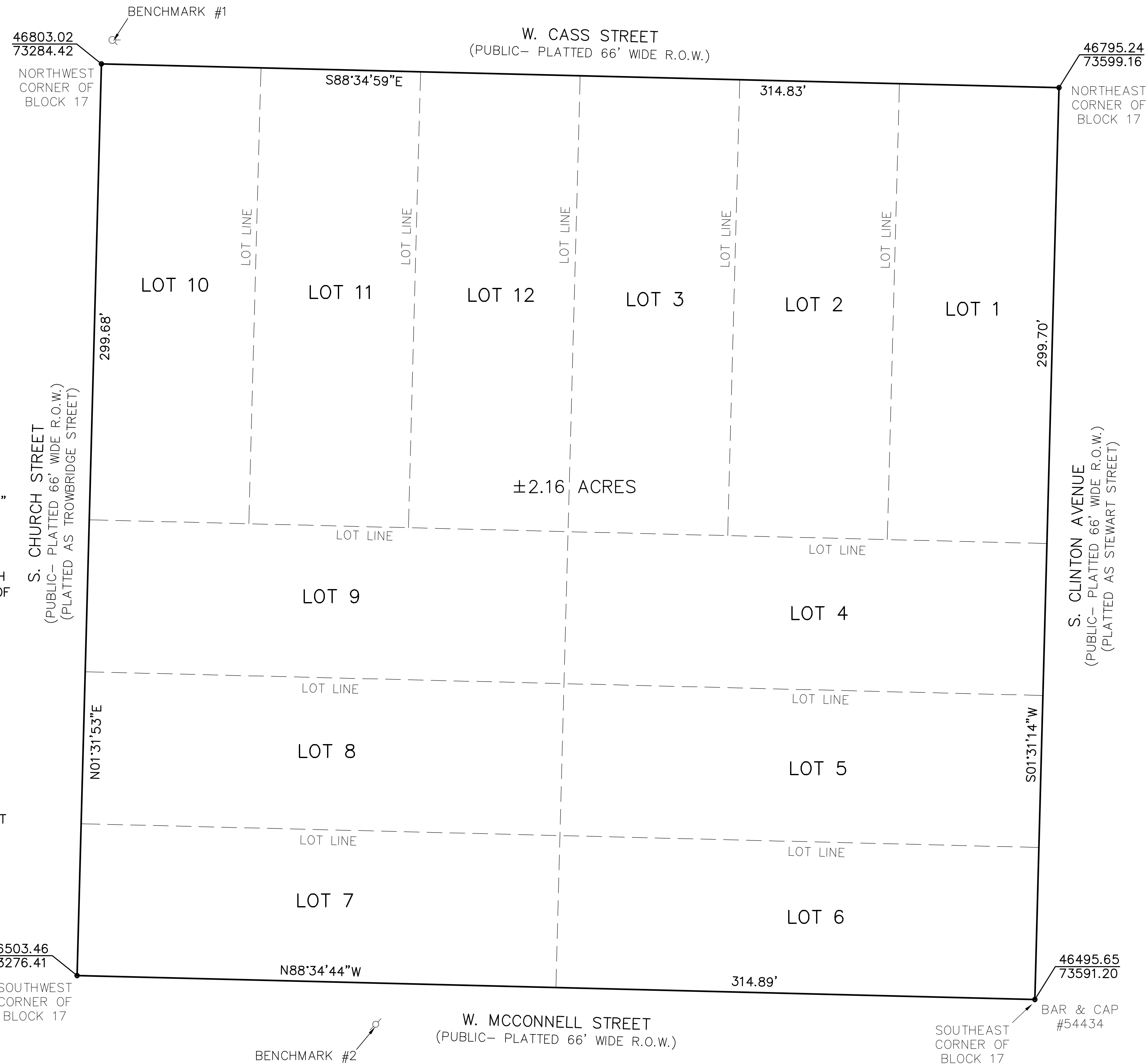
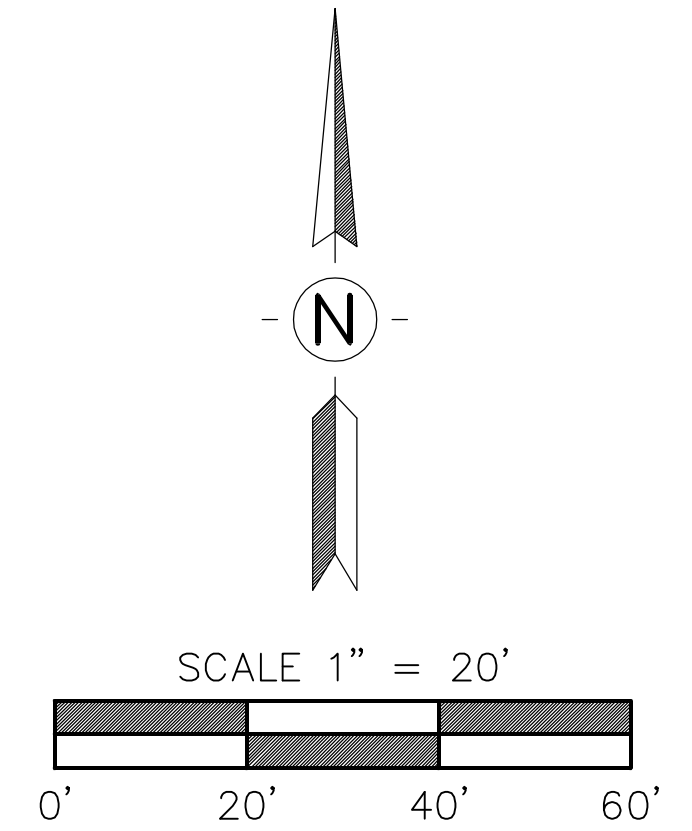
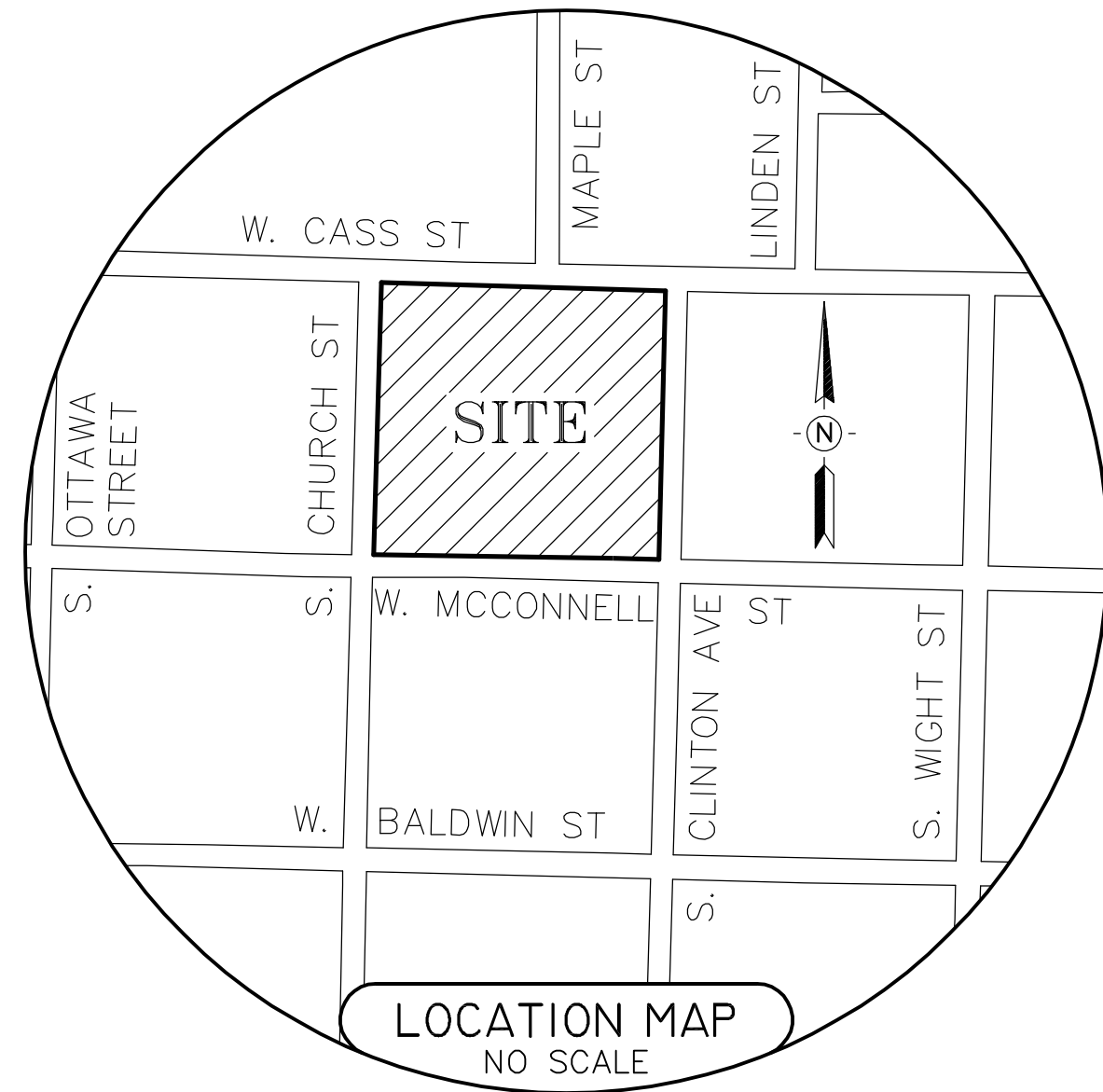
101 W. Cass, LLC
503 Mall Court
Lansing, MI 48912
(989) 640-6682

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
100755.CND

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

Proposed Date: February 1, 2023
COVER SHEET SHEET 1 OF 22

101 W. CASS STREET CONDOMINIUMS



LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CURVE DIMENSIONS ARE ARC LENGTHS.

PK NAIL & TAGS #54434 HAVE BEEN FOUND AT ALL
CORNERS MARKED "•" UNLESS NOTED.

BENCHMARKS:

BENCHMARK 1 ELEVATION: 802.80 (NAVD 88)
SOUTHEAST FLANGE BOLT ON FIRE HYDRANT UNDER "A"
IN USA, HYDRANT IS AT NORTHWEST BLOCK CORNER,
SOUTHEAST OF CASS & CHURCH STREET INTERSECTION

BENCHMARK 2 ELEVATION: 796.52 (NAVD 88)
PK NAIL IN SOUTH SIDE OF UTILITY POLE 20.0'± NORTH
OF CENTERLINE OF MCCONNELL STREET, 1.0'± NORTH
OF BACK OF CURB, 56.0'± NORTHWEST OF WEST END OF
SANITARY MANHOLE

NOTES:

1) ALL BEARINGS ARE MICHIGAN STATE PLANE SOUTH
ZONE GRID BEARINGS OBTAINED FROM GPS
OBSERVATIONS USING CORRECTIONS OBTAINED FROM
THE NEAREST NATIONAL GEODETIC SURVEY C.O.R.S.
STATION.

2) COORDINATES ARE TRUNCATED. ADD 13,000,000 TO
THE NORTHINGS AND 500,000 TO THE EASTINGS TO GET
TO STATE PLANE GROUND COORDINATES.

I, DANE B. PASCOE, PROFESSIONAL SURVEYOR OF THE
STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS CLINTON COUNTY
CONDOMINIUM PLAN NO. _____, AS SHOWN ON THE
ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE
GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING 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 AS AMENDED.

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 AS AMENDED.

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 THE PUBLIC ACTS
OF 1978 AS AMENDED.

DATE: _____
DANE B. PASCOE
PROFESSIONAL SURVEYOR NO. 54434
KEBS INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840

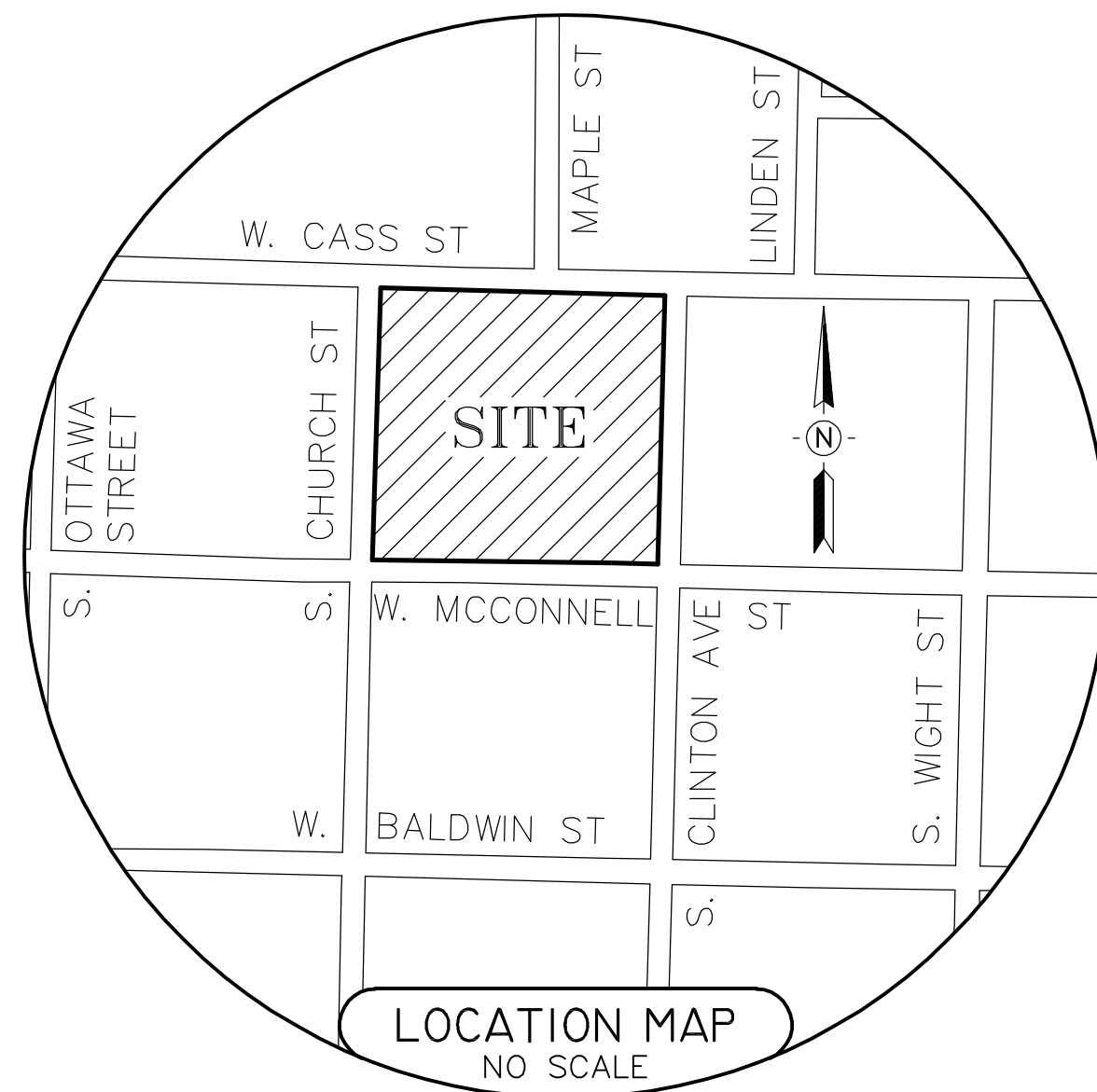
EASEMENTS FROM WESTCOR LAND TITLE INSURANCE
COMMITMENT NO. 2020-1556, DATED 03/09/2021
SCHEDULE B I- PART II:

ITEM 2: EASEMENT AS RECORDED IN BOOK 901, PAGE
374, DOES NOT CROSS THE SUBJECT PARCEL AND
THEREFORE IS NOT SHOWN HEREON.

ITEM 3: AGREEMENT AS RECORDED IN BOOK 758, PAGE
525, DOES NOT CROSS THE SUBJECT PARCEL AND
THEREFORE IS NOT SHOWN HEREON.

ITEM 4: AFFADAVIT AS RECORDED IN BOOK 150, PAGE
251, DOES NOT CROSS THE SUBJECT PARCEL AND
THEREFORE IS NOT SHOWN HEREON.

101 W. CASS STREET CONDOMINIUMS



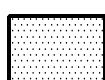
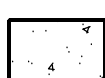


LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.

PK NAIL & TAGS #54434 HAVE BEEN FOUND AT ALL CORNERS MARKED "•" UNLESS NOTED.

ALL BEARINGS ARE MICHIGAN STATE PLANE SOUTH ZONE GRID BEARINGS OBTAINED FROM GPS OBSERVATIONS USING CORRECTIONS OBTAINED FROM THE NEAREST NATIONAL GEODETIC SURVEY C.O.R.S. STATION.

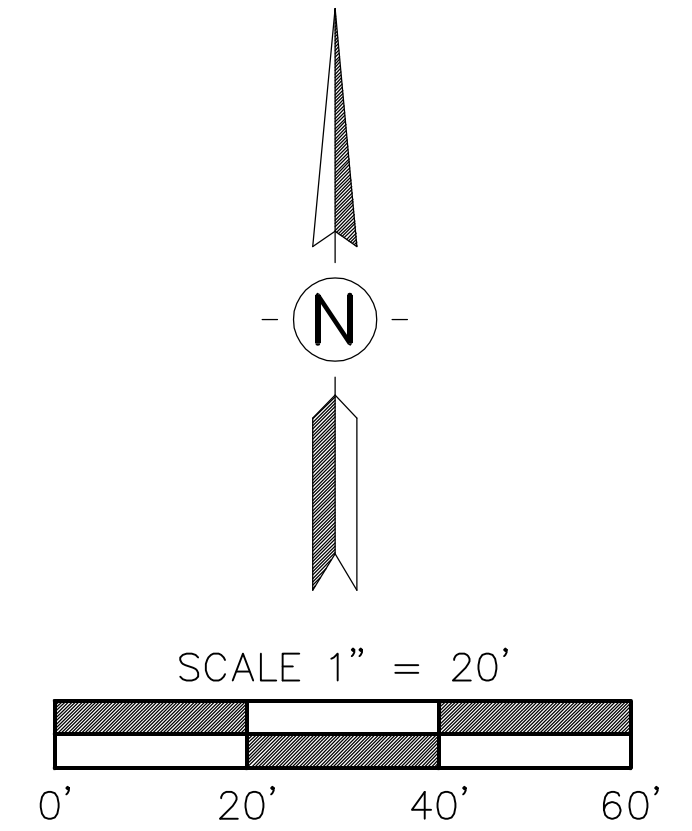
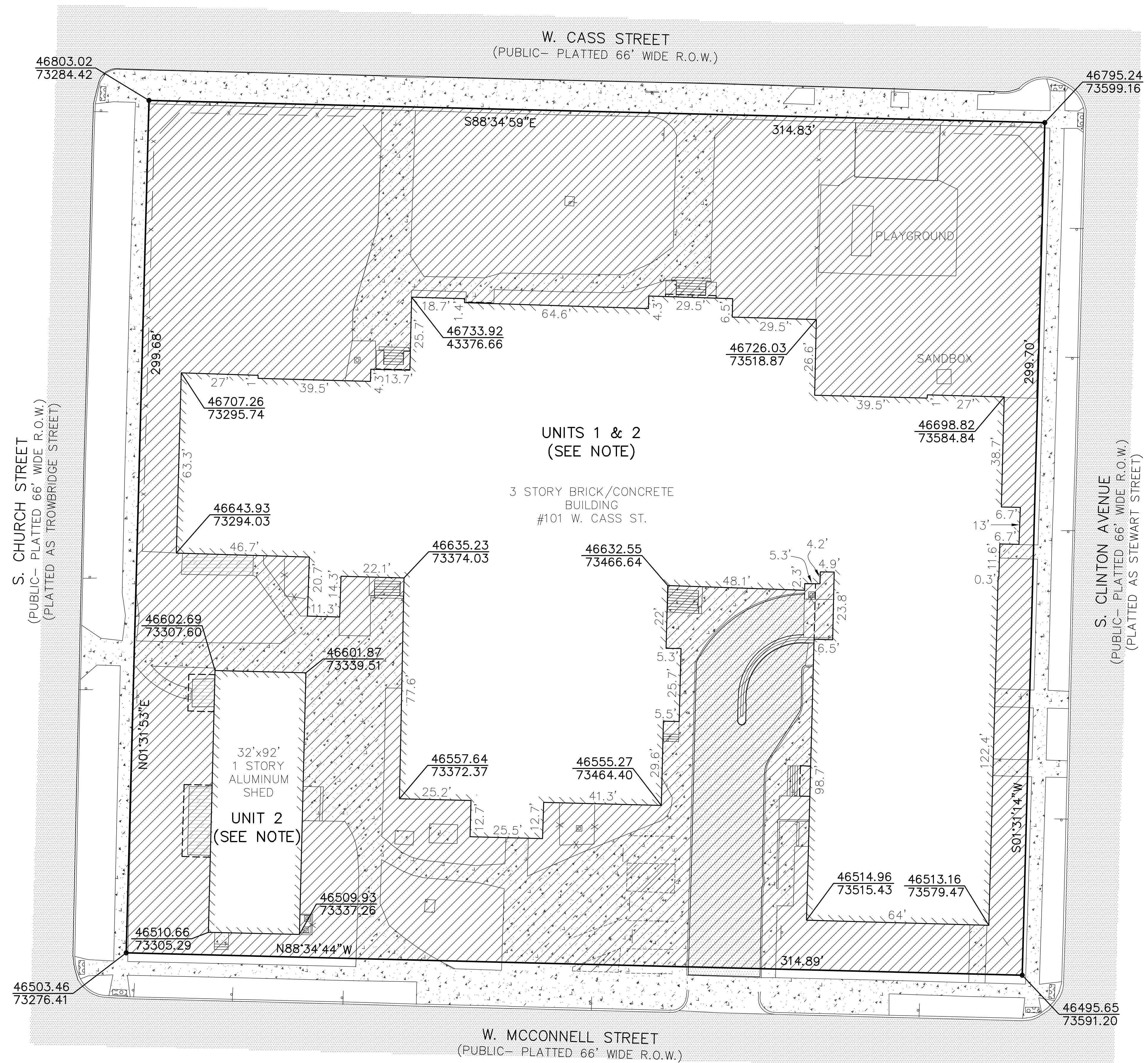
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  ASPHALT
-  CONCRETE

NORTHING COORDINATE
EASTING COORDINATE

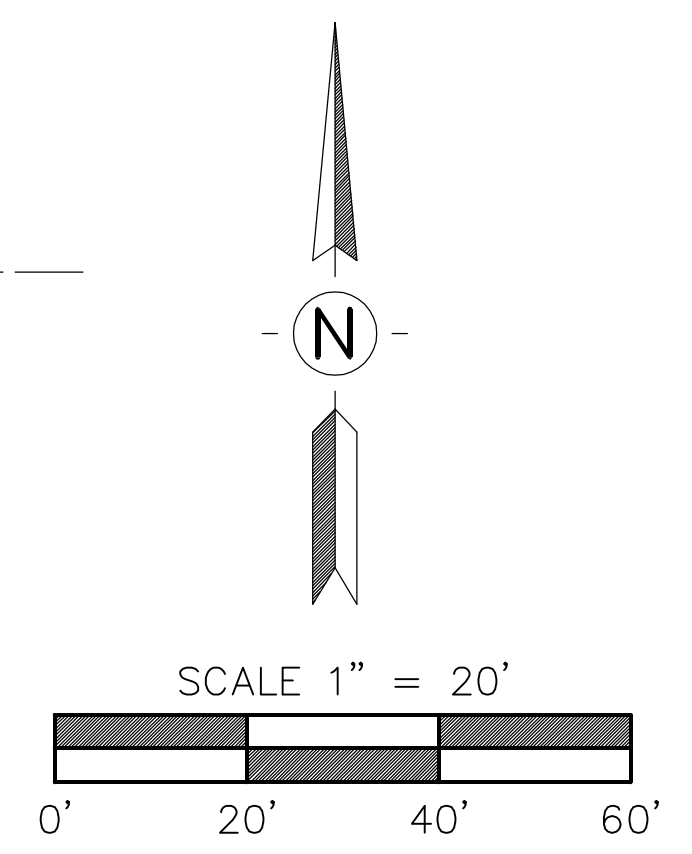
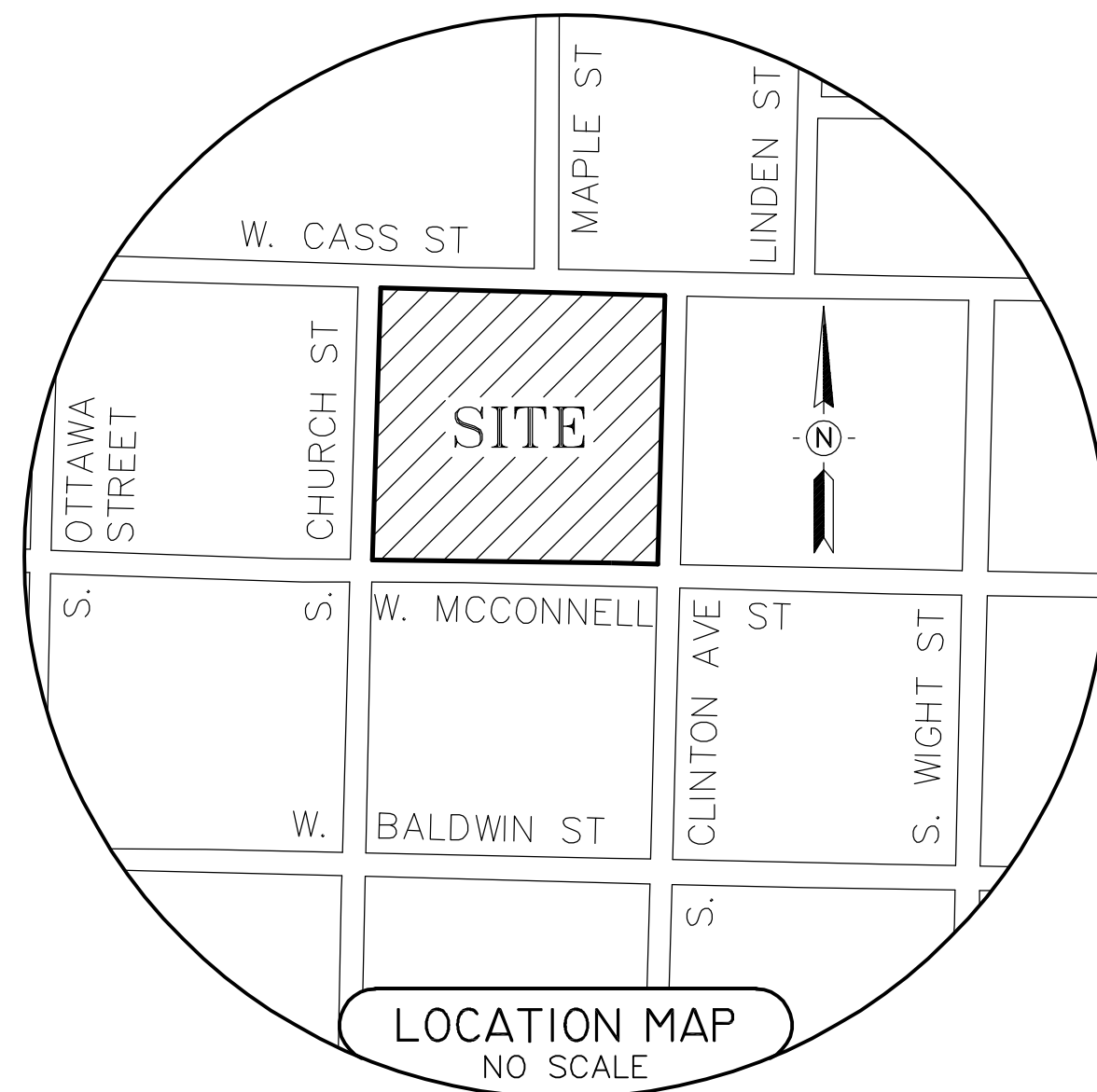
NOTES:

SEE BUILDING SHEETS FOR UNIT LOCATIONS, DIMENSIONS, OWNERSHIP BOUNDARIES, GENERAL AND LIMITED COMMON ELEMENTS CONTAINED WITHIN THE BUILDINGS.

COORDINATES ARE TRUNCATED. ADD 13,000,000 TO THE NORTHINGS AND 500,000 TO THE EASTINGS TO GET TO STATE PLANE GROUND COORDINATES.



101 W. CASS STREET CONDOMINIUMS

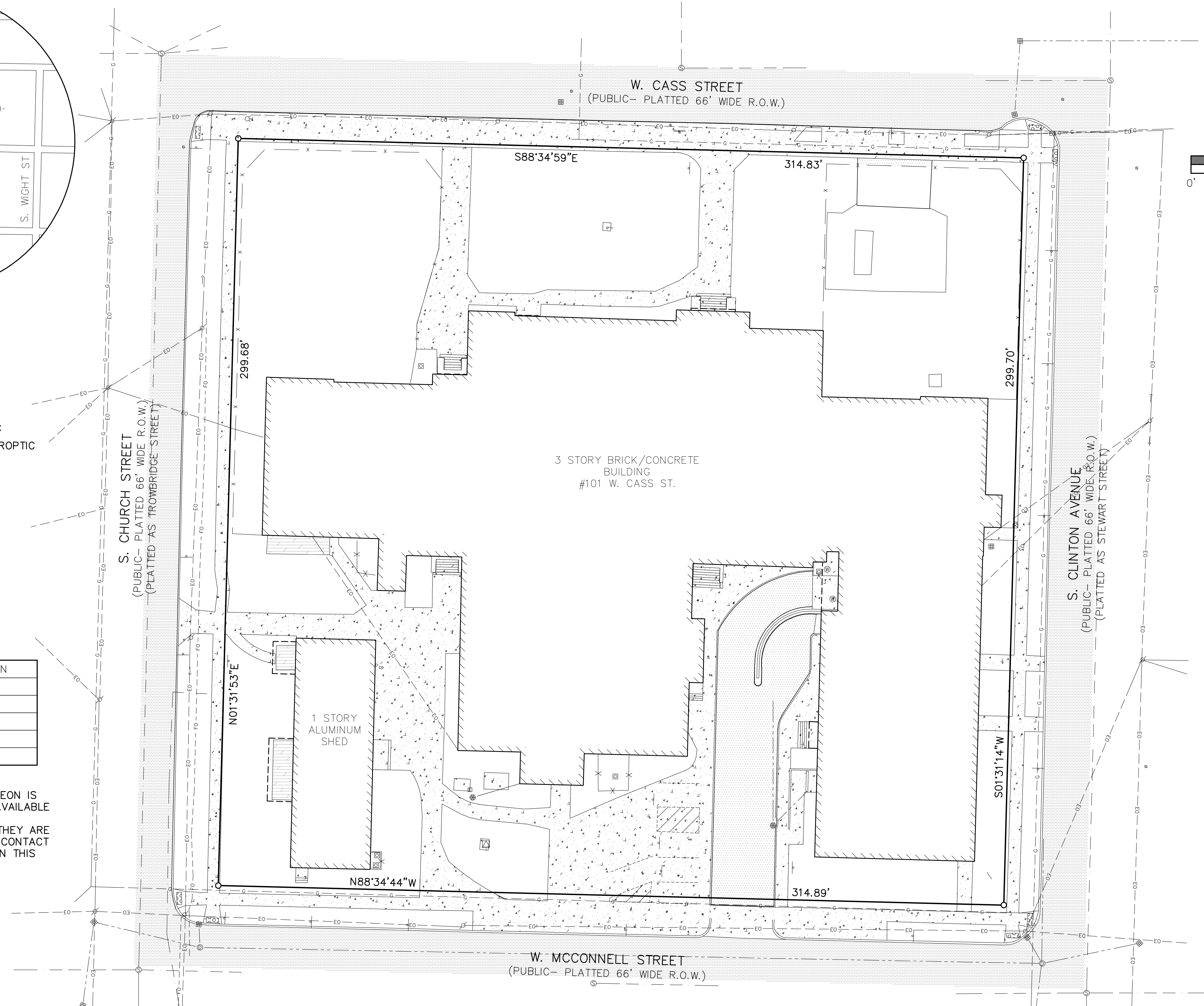


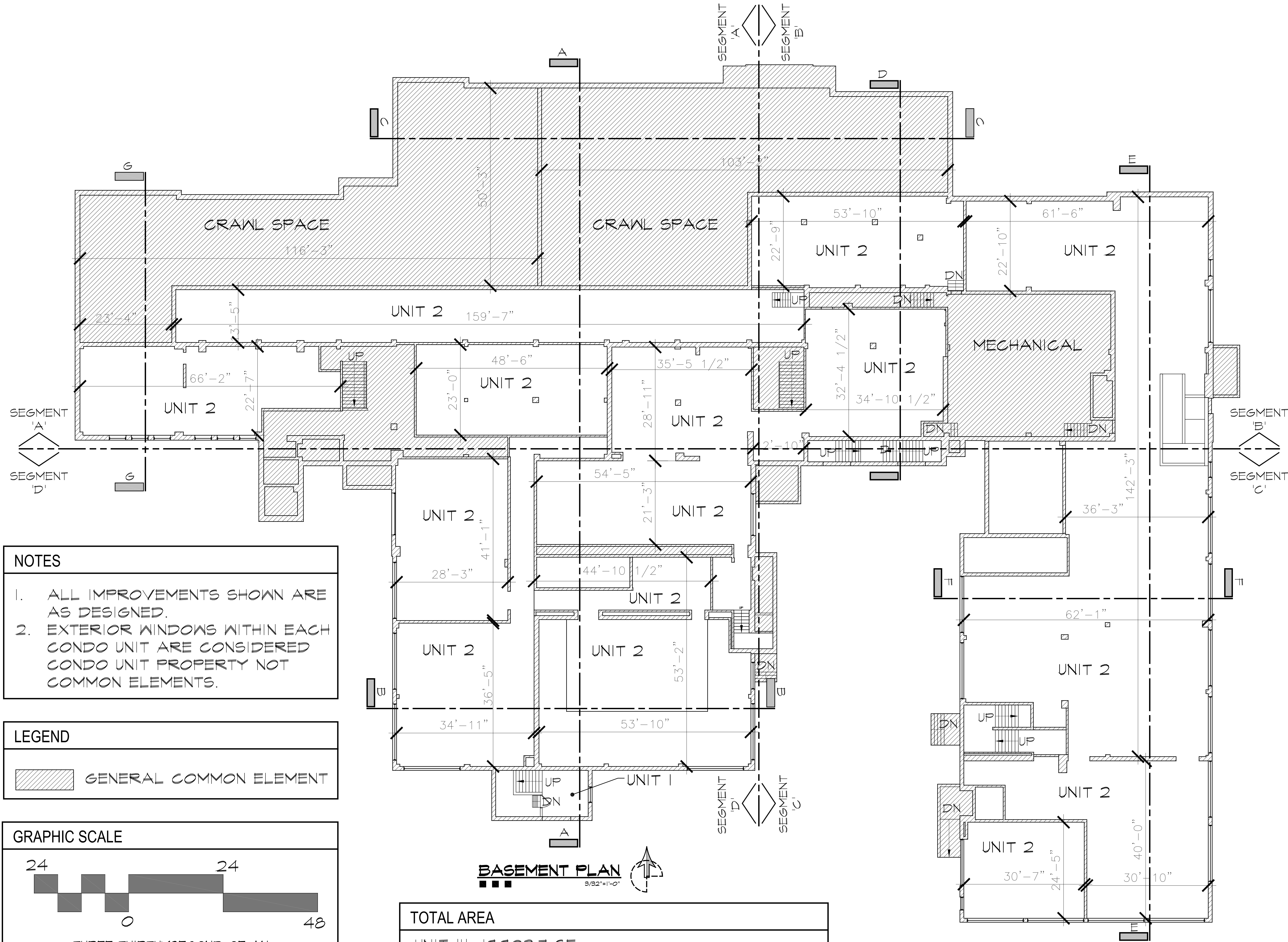
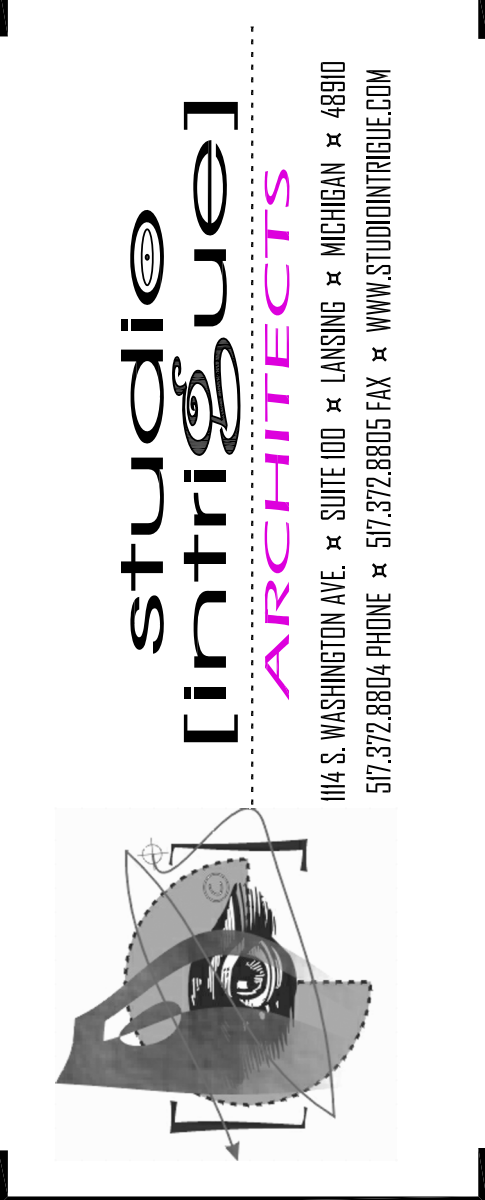
LEGEND:

- EX. WATER MAIN
- EX. SANITARY SEWER
- EX. STORM SEWER
- EX. OVERHEAD ELECTRIC
- EX. UNDERGROUND FIBEROPTIC
- EX. UNDERGROUND GAS
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- CATCH BASIN
- ⊕ HYDRANT
- ⊙ CLEANOUT
- ⊠ EX. TRANSFORMER
- ⊠ EX. UTILITY PEDESTAL
- ⊠ EX. ELECTRIC METER

UTILITY	SOURCE OF INFORMATION
ELECTRIC	CONSUMERS ENERGY
WATER	CITY OF ST. JOHNS
SANITARY	CITY OF ST. JOHNS
GAS	CONSUMERS ENERGY
STORM	CITY OF ST. JOHNS

NOTE: THE UTILITY INFORMATION SHOWN HEREON IS BASED ON OBSERVED FIELD EVIDENCE AND AVAILABLE PUBLIC ASBUILT PLANS AND IS SUBJECT TO VERIFICATION BY THE PROPER AUTHORITIES. THEY ARE NOT BASED ON THE DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.





NOTES

1. ALL IMPROVEMENTS SHOWN ARE AS DESIGNED.
2. EXTERIOR WINDOWS WITHIN EACH CONDO UNIT ARE CONSIDERED CONDO UNIT PROPERTY NOT COMMON ELEMENTS.

LEGEND

GENERAL COMMON ELEMENT

GRAPHIC SCALE

24 24 48

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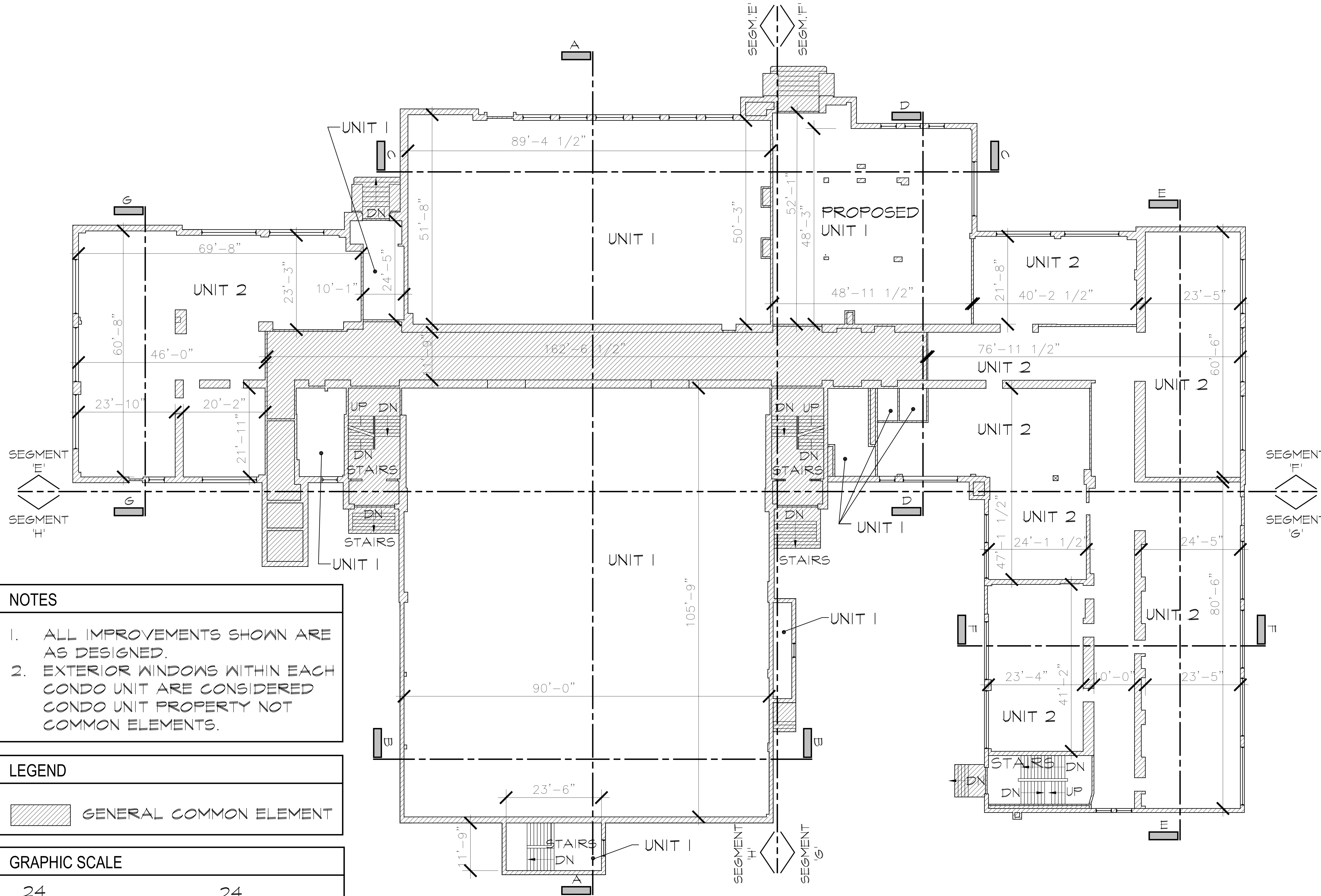
THREE THIRTYSECOND OF AN INCH EQUALS ONE FOOT

TOTAL AREA

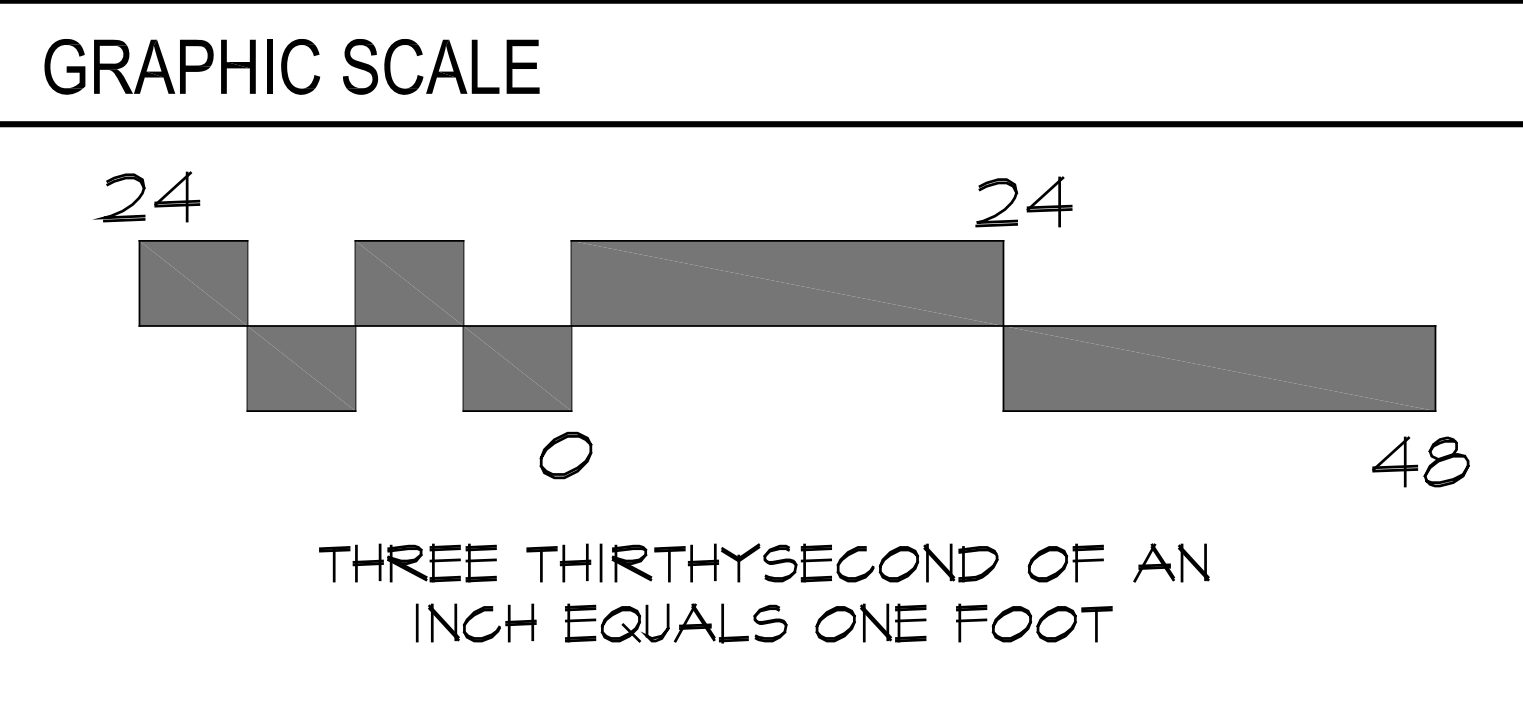
UNIT '1': 19,902.7 SF

UNIT '2': 54,432 SF (INCLUDES OUTBUILDING)

BASEMENT PLAN
3/32"=1'-0"



- NOTES**
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 2. EXTERIOR WINDOWS WITHIN EACH CONDO UNIT ARE CONSIDERED CONDO UNIT PROPERTY NOT COMMON ELEMENTS.



FIRST FLOOR PLAN
3/32"=1'-0"

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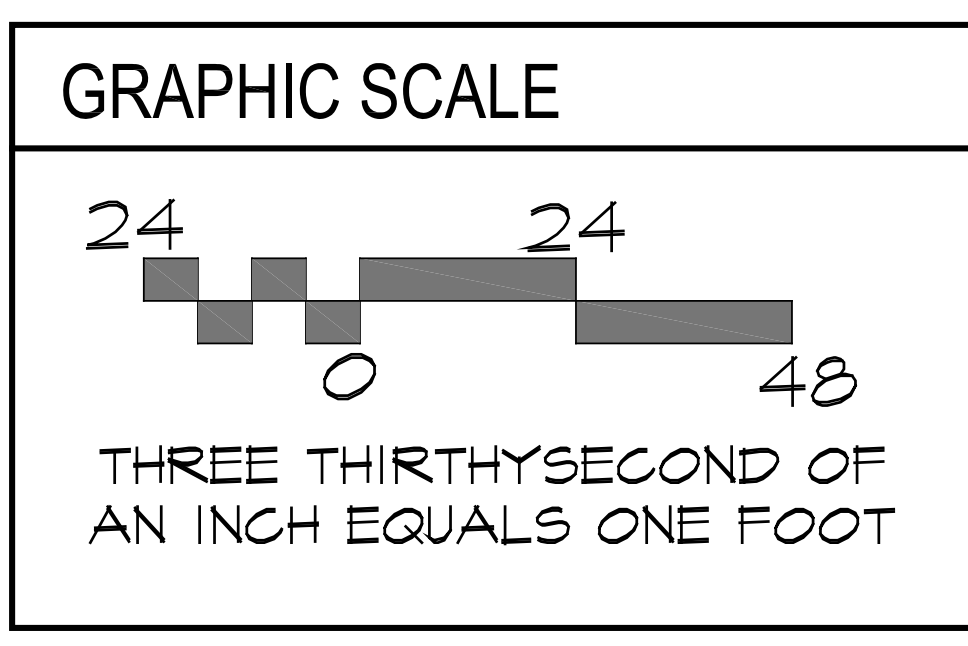
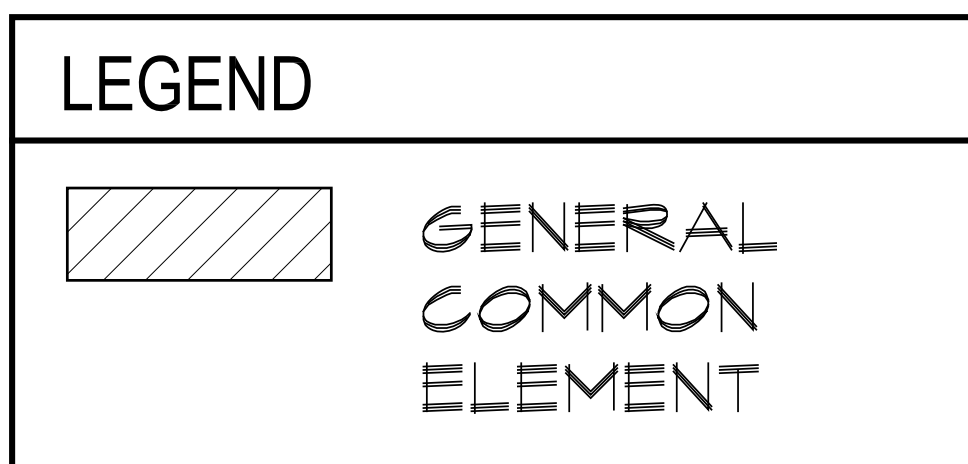
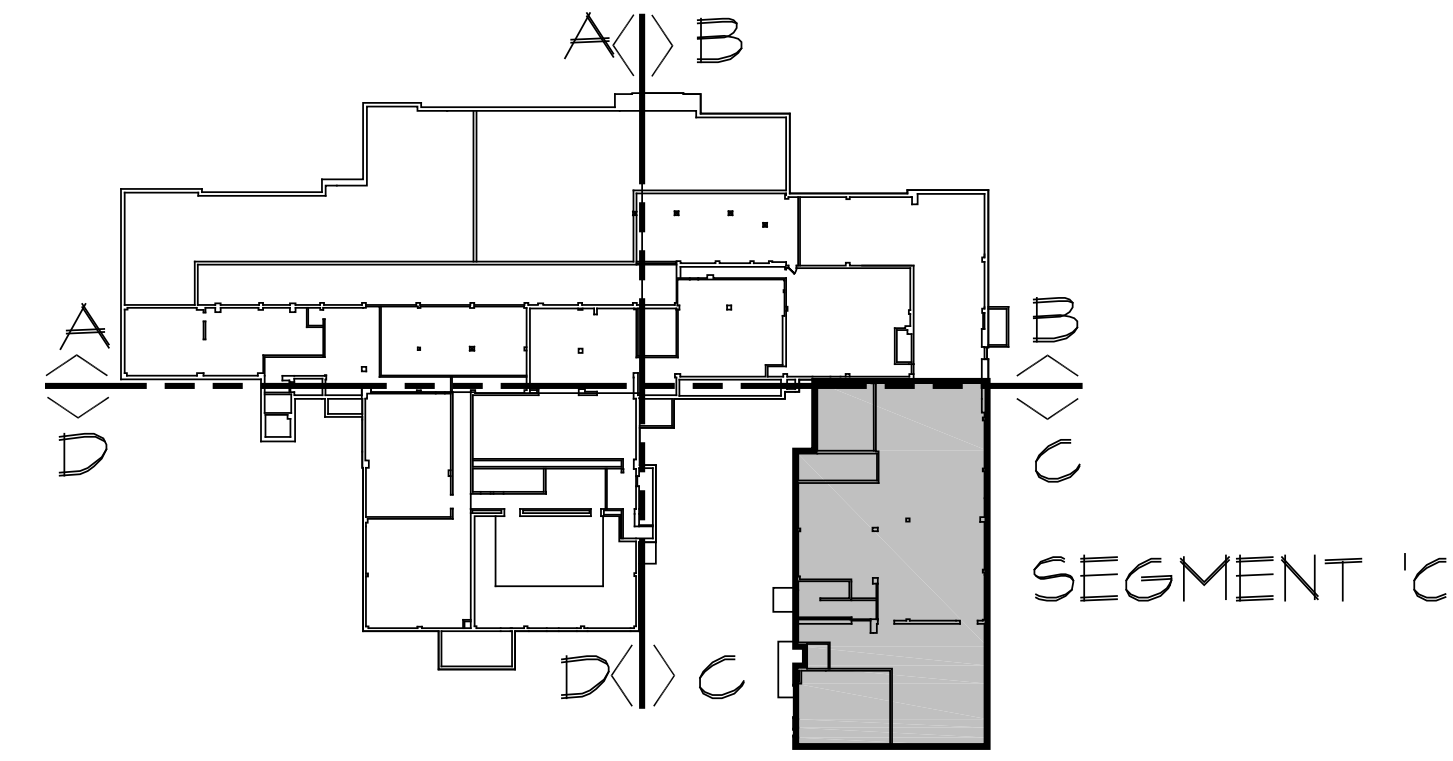
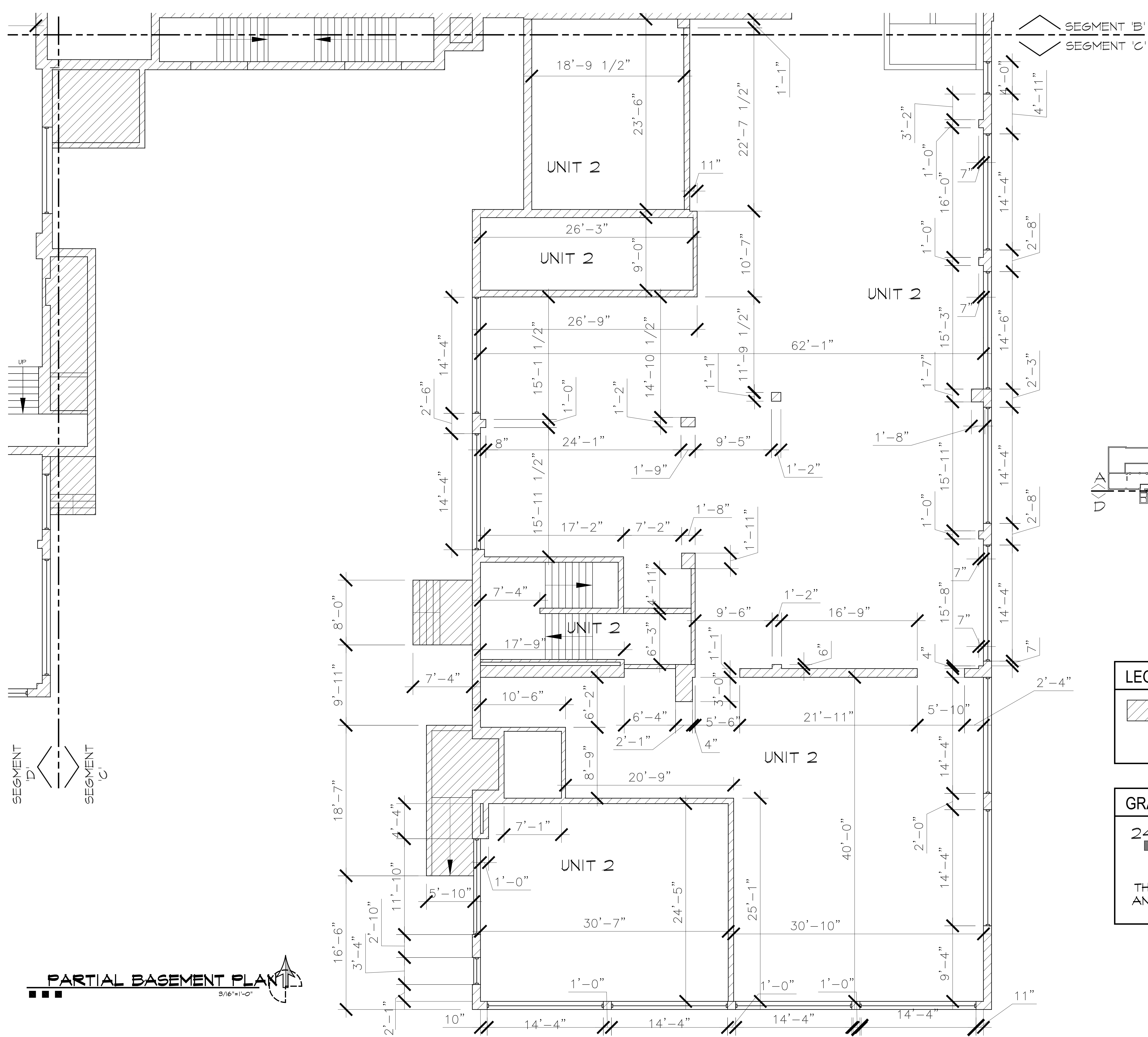
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Sheet
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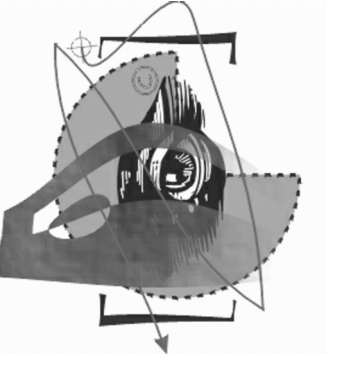


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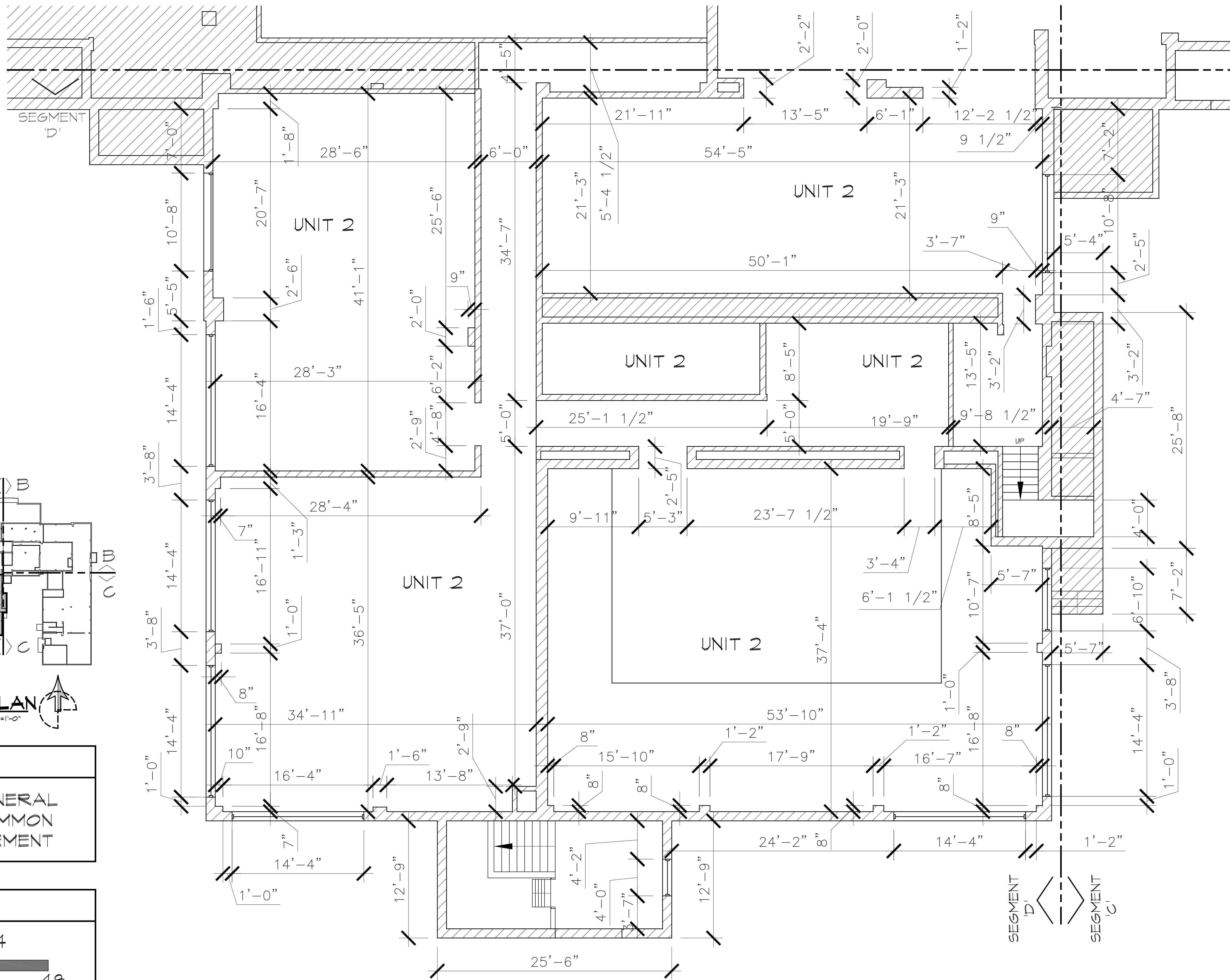
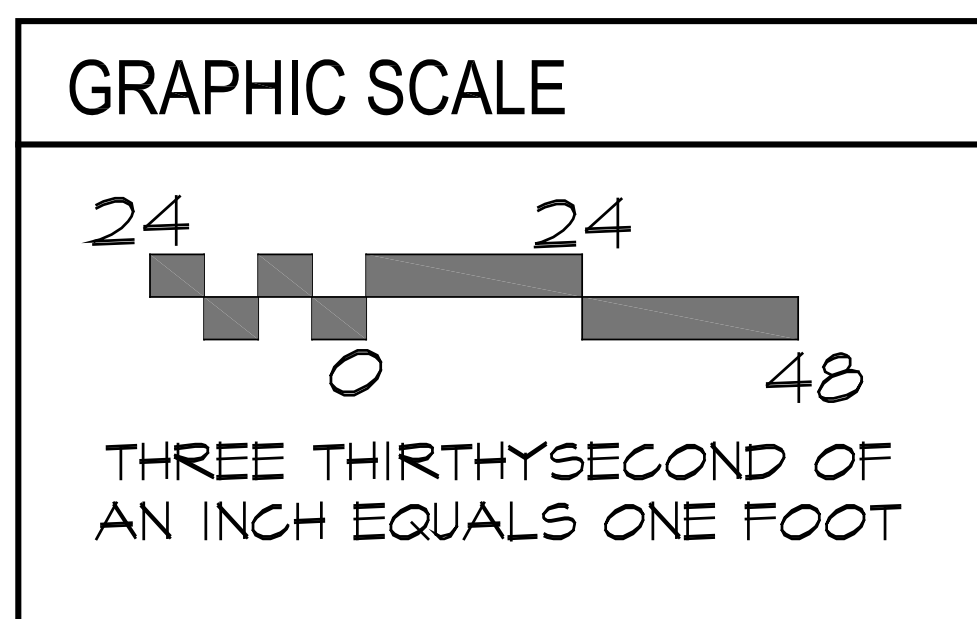
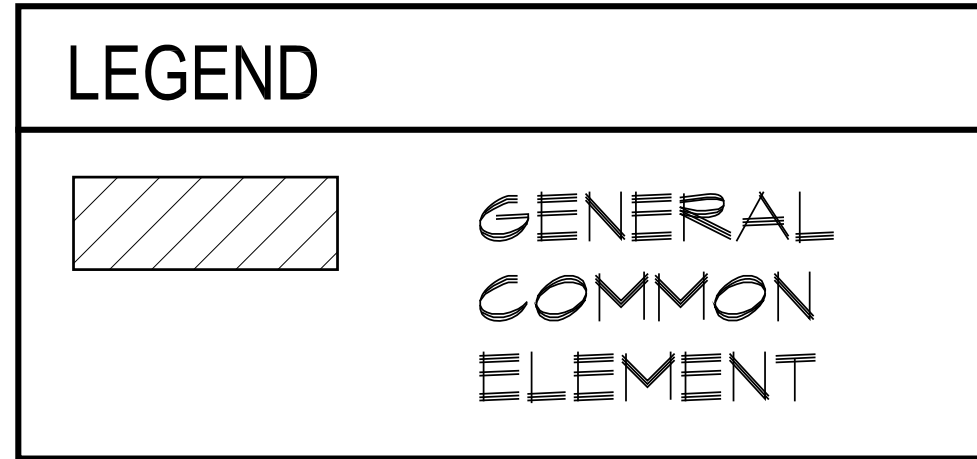
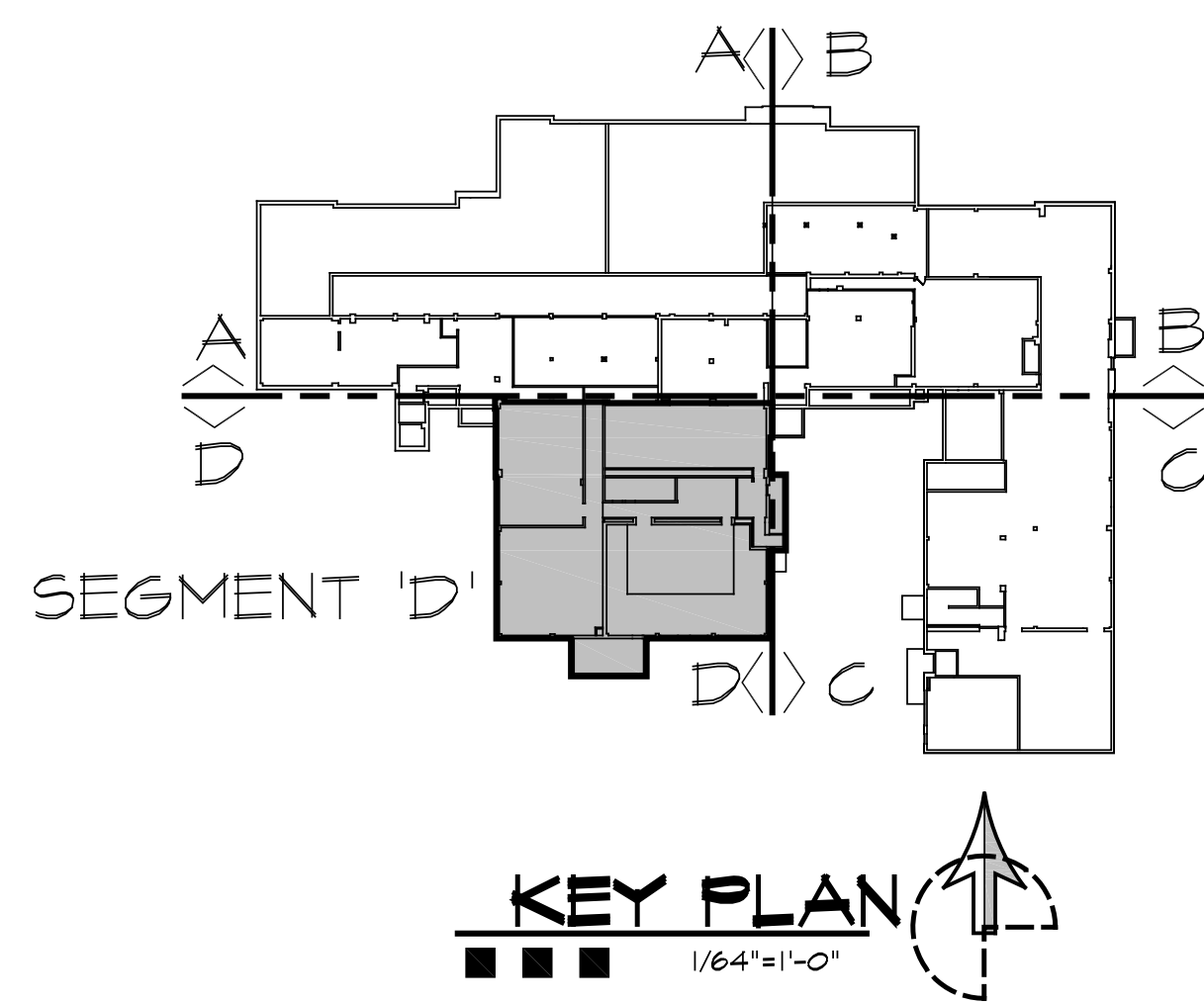
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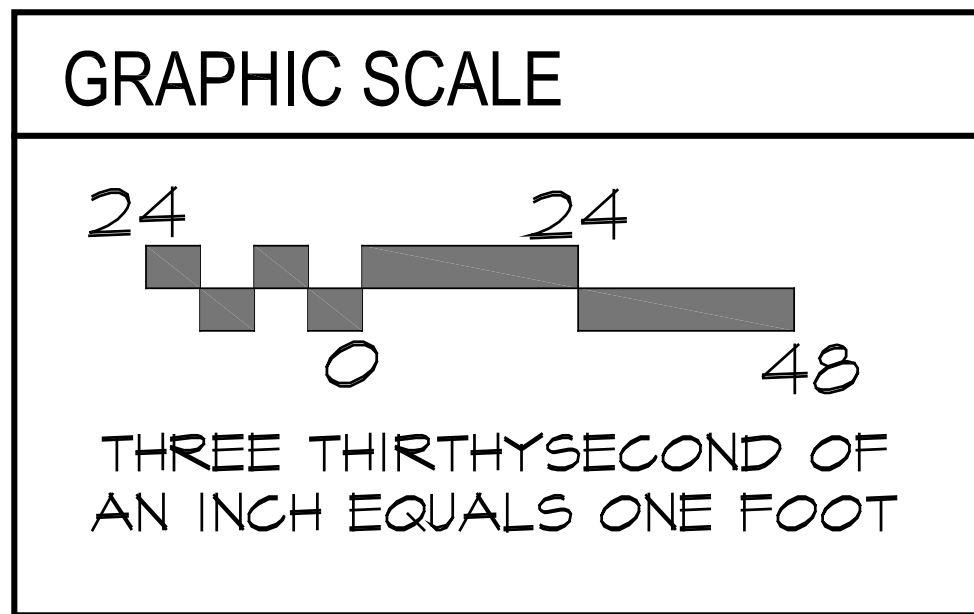
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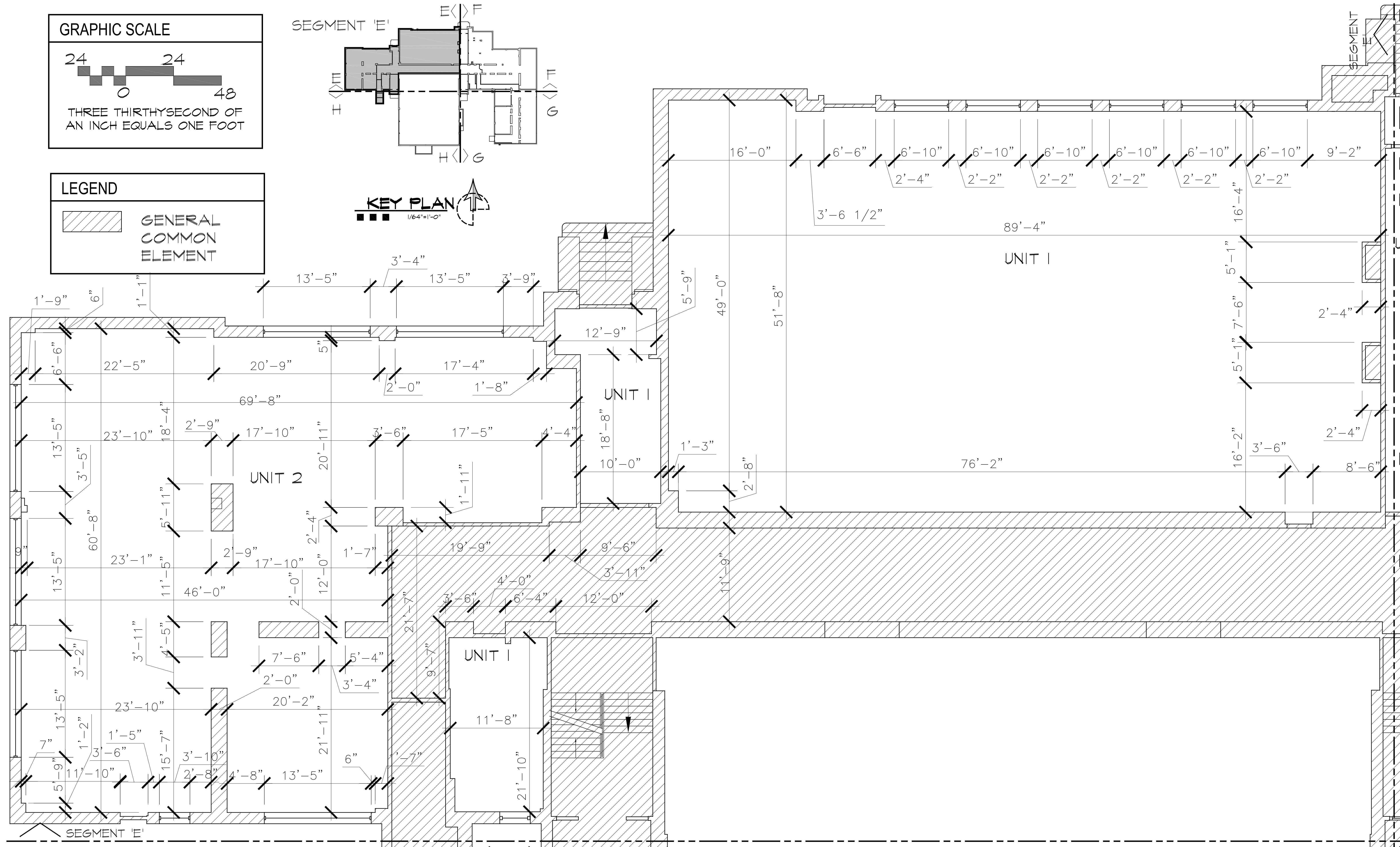
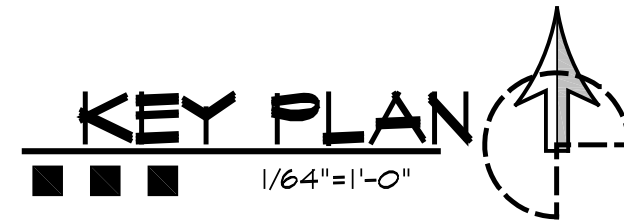
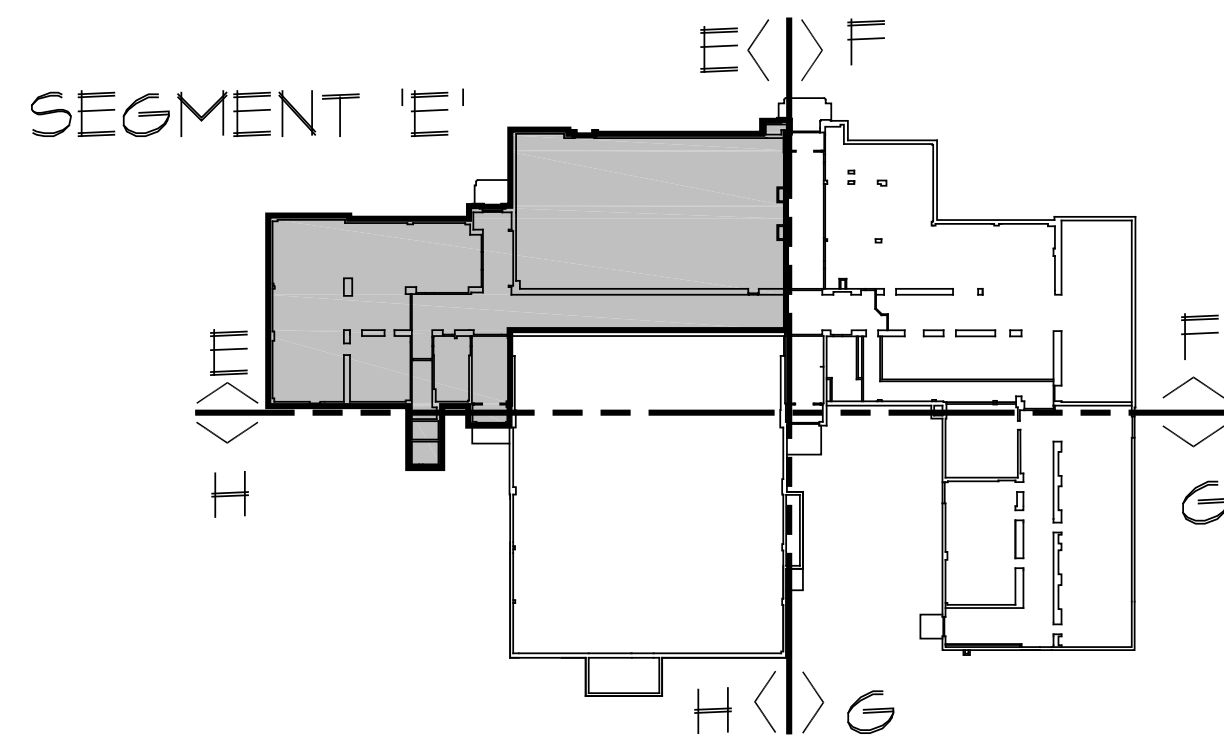
Client
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LEGEND

GENERAL COMMON ELEMENT



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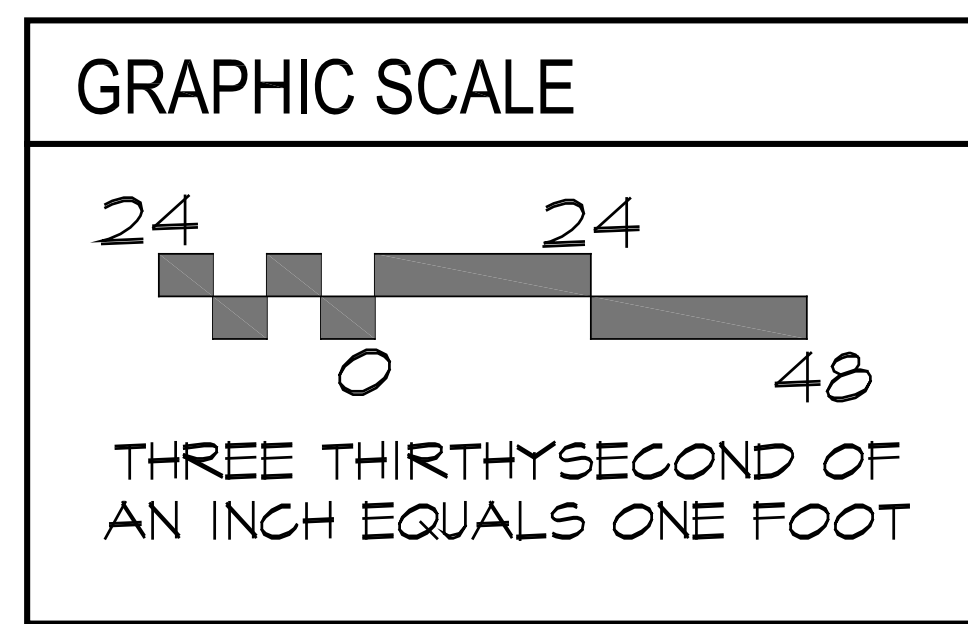
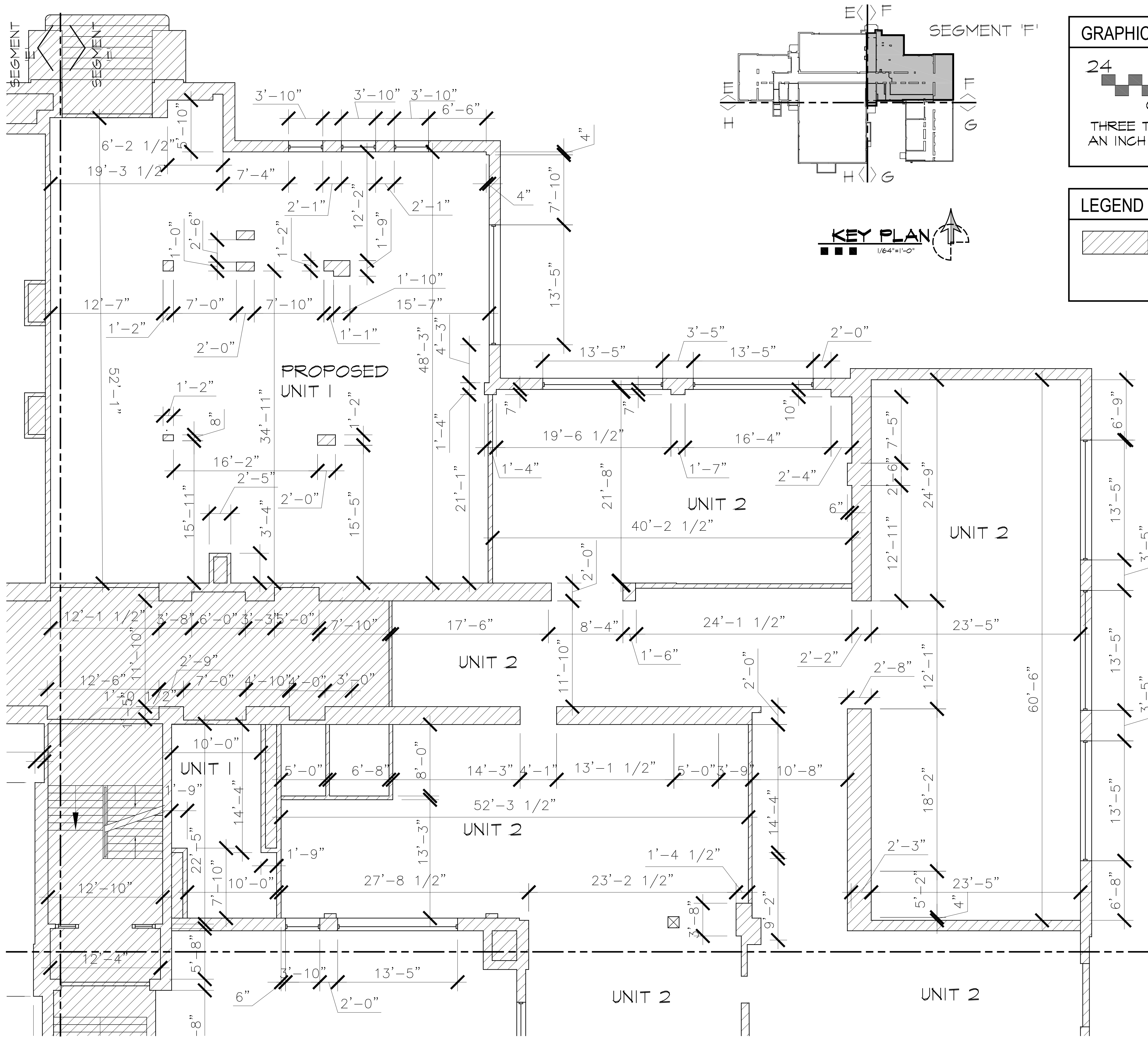
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Sheet
12 Of 22

PARTIAL FIRST FLOOR PLAN

3/16"=1'-0"



LEGEND

	GENERAL COMMON ELEMENT
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PARTIAL FIRST FLOOR PLAN
3/16"=1'-0"

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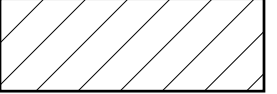
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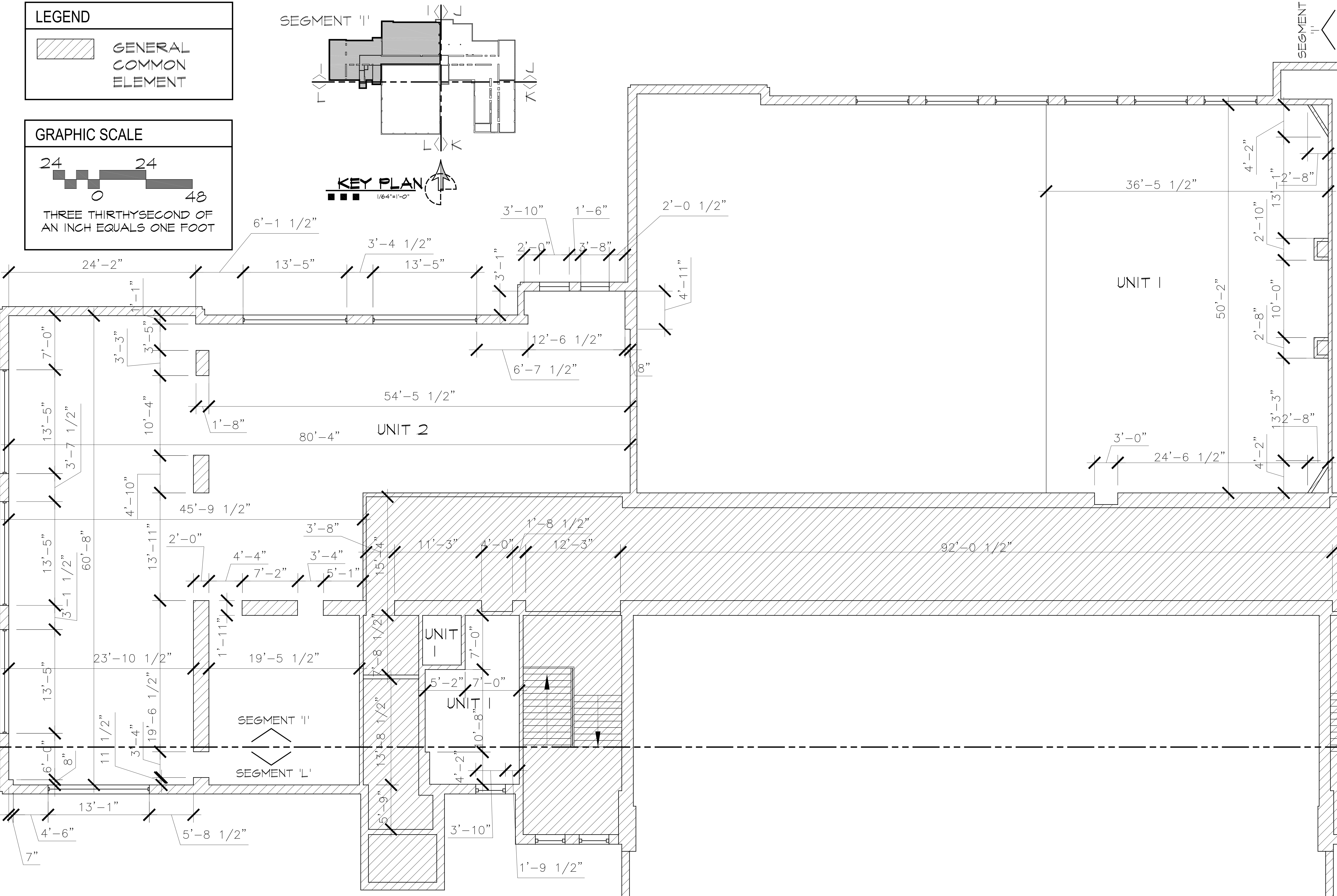
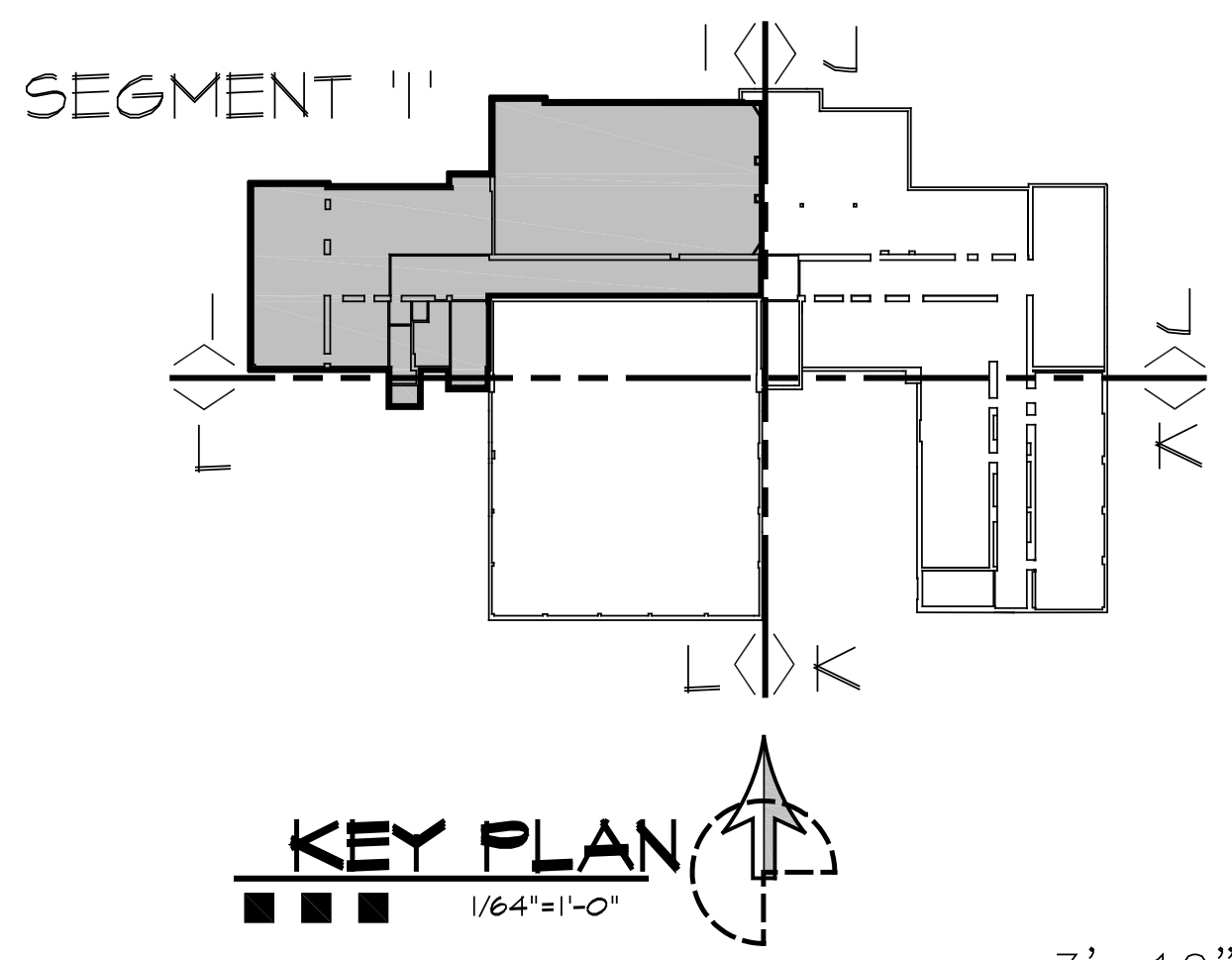
 GENERAL COMMON ELEMENT

GRAPHIC SCALE

24 24 48


0

THREE THIRTYSECOND OF AN INCH EQUALS ONE FOOT



PARTIAL SECOND FLOOR PLAN

3/16"=1'-0"

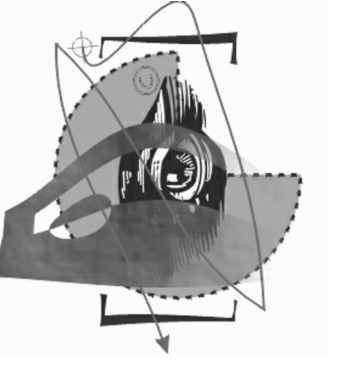


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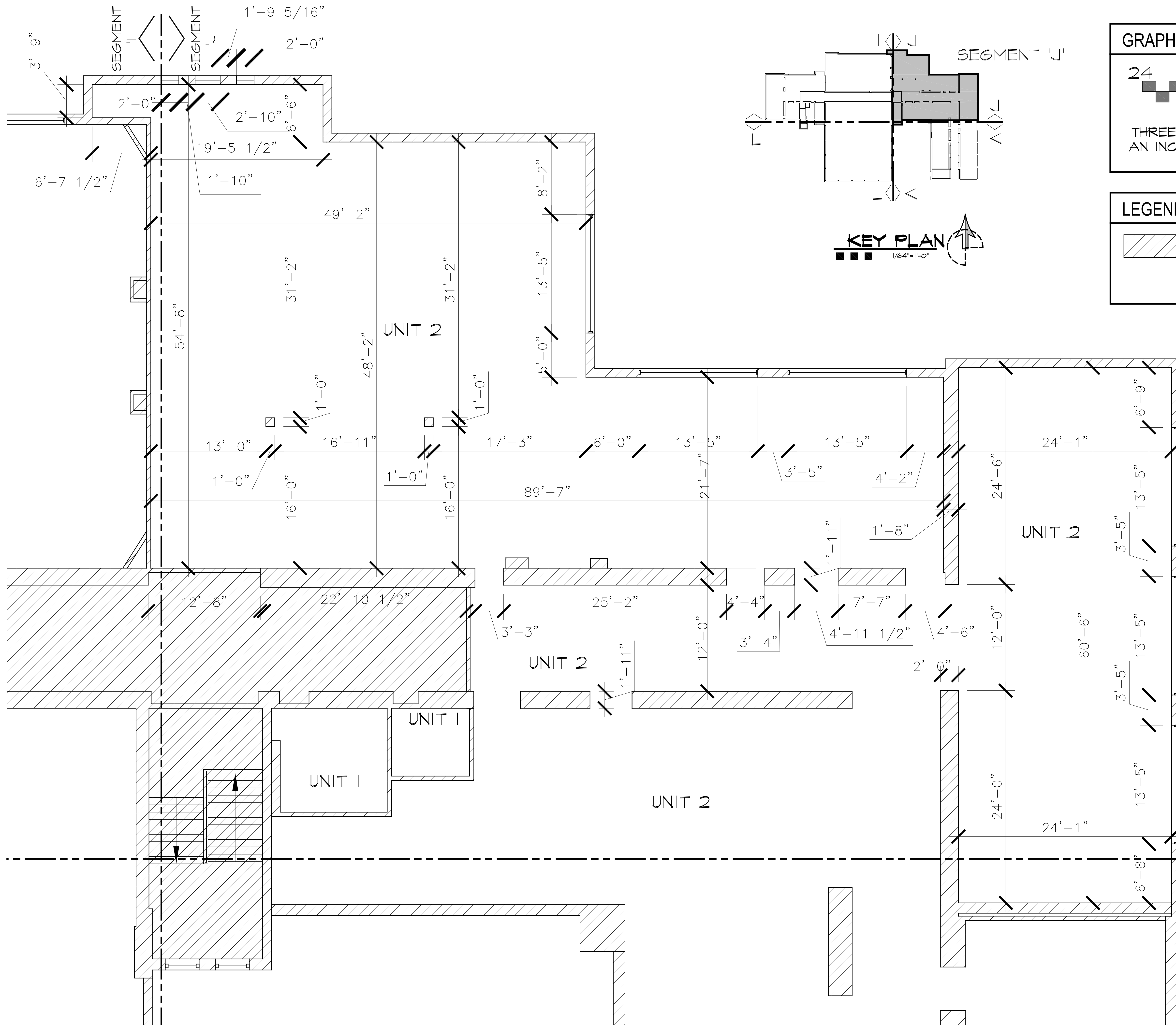
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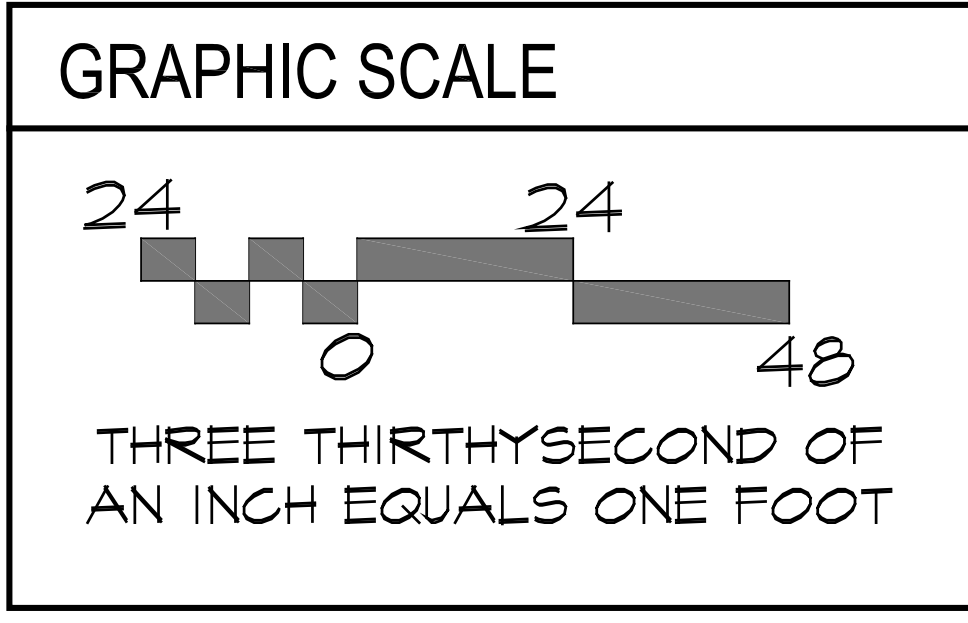
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PARTIAL SECOND FLOOR PLAN
 3/16"=1'-0"



LEGEND

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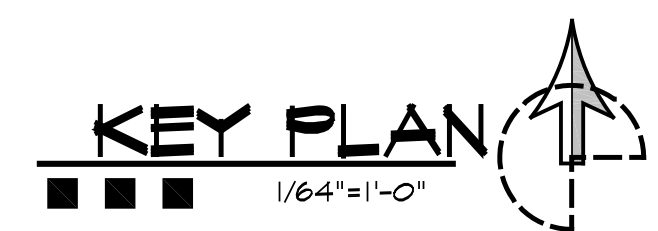
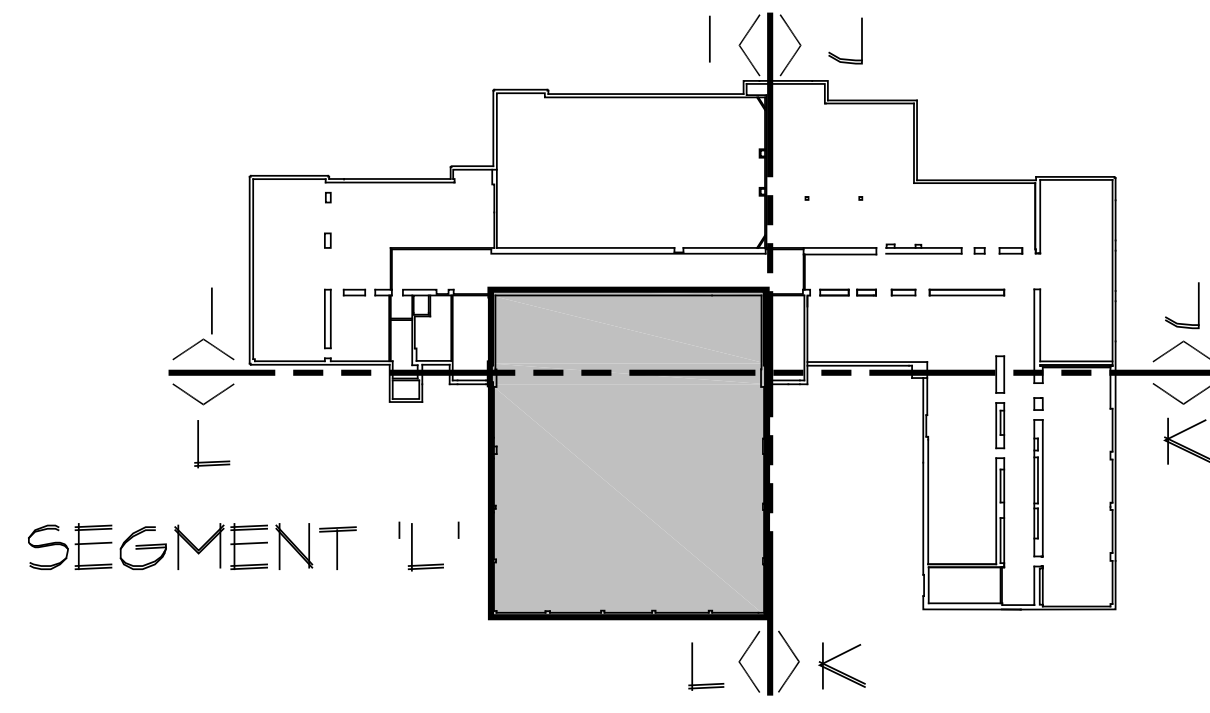
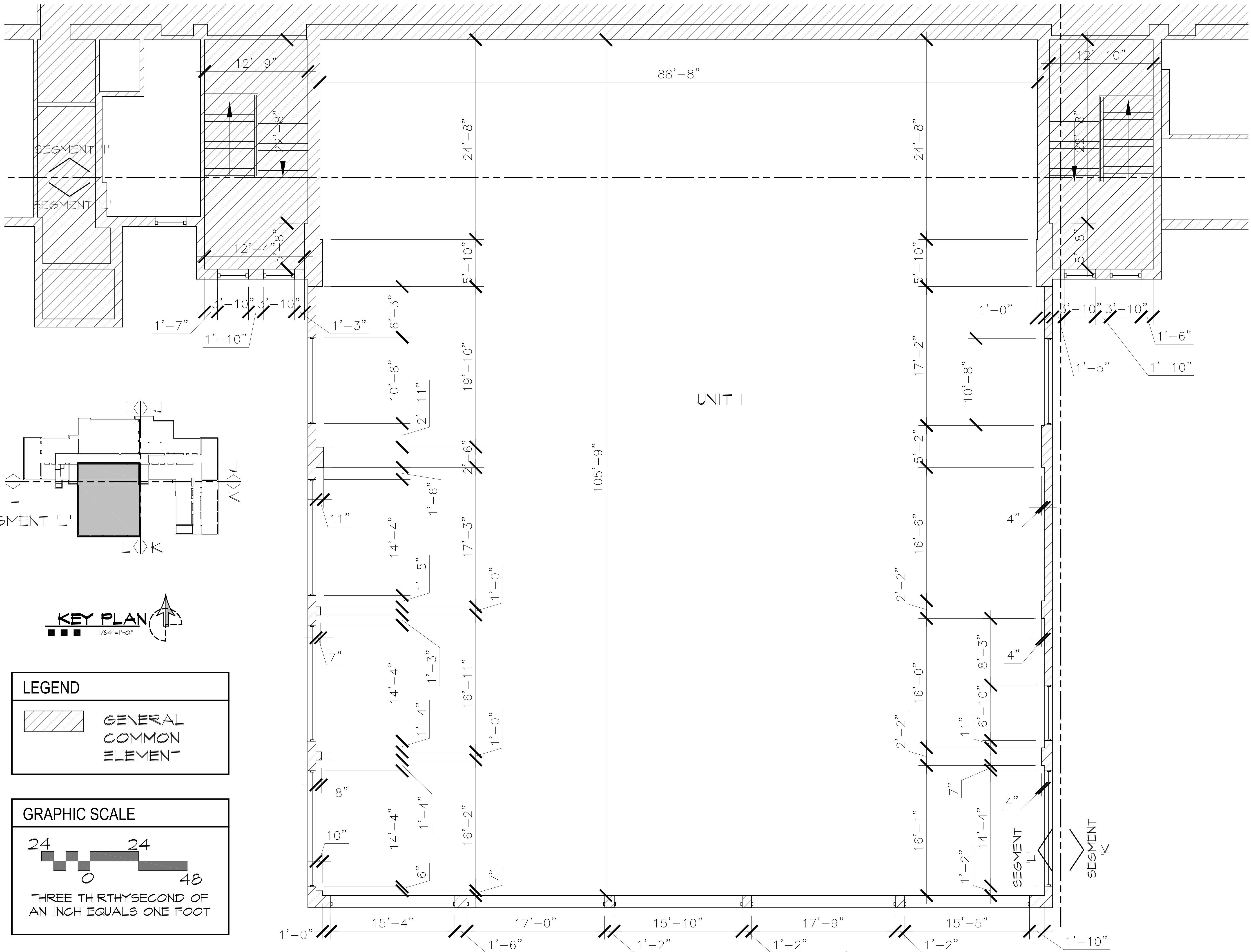
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Sheet
17 Of 22



LEGEND	
	GENERAL COMMON ELEMENT

GRAPHIC SCALE	
	THREE THIRTYSECOND OF AN INCH EQUALS ONE FOOT

PARTIAL SECOND FLOOR PLAN
3/16"=1'-0"

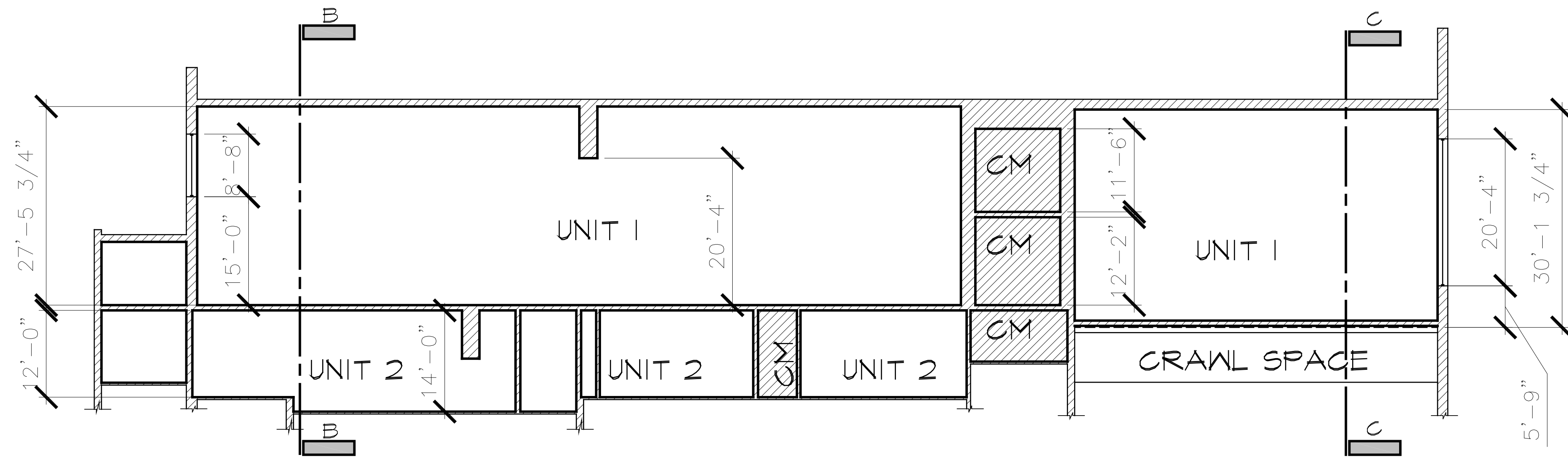
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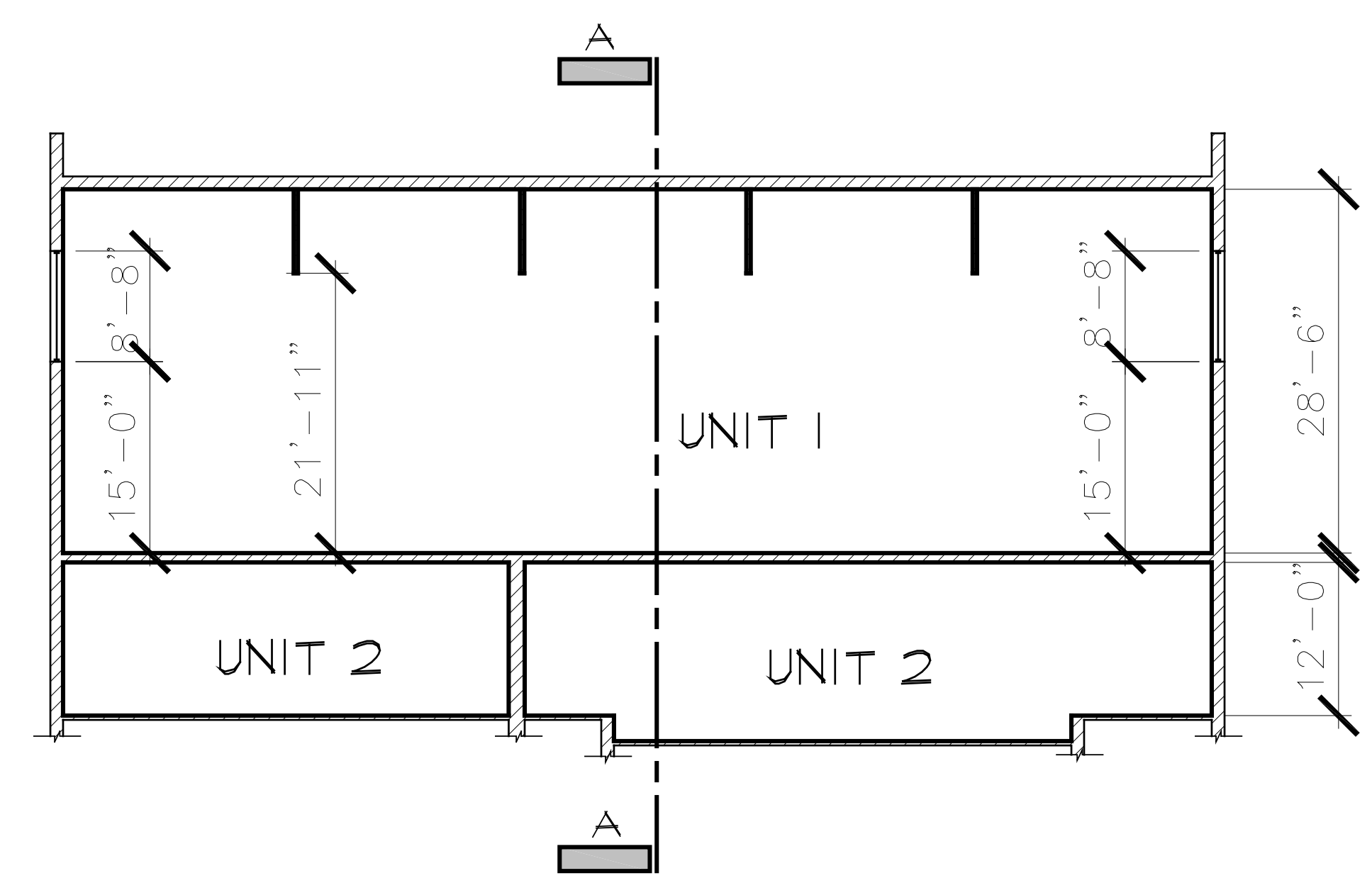
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Client	101 W.Cass, LLC and the City Of St Johns
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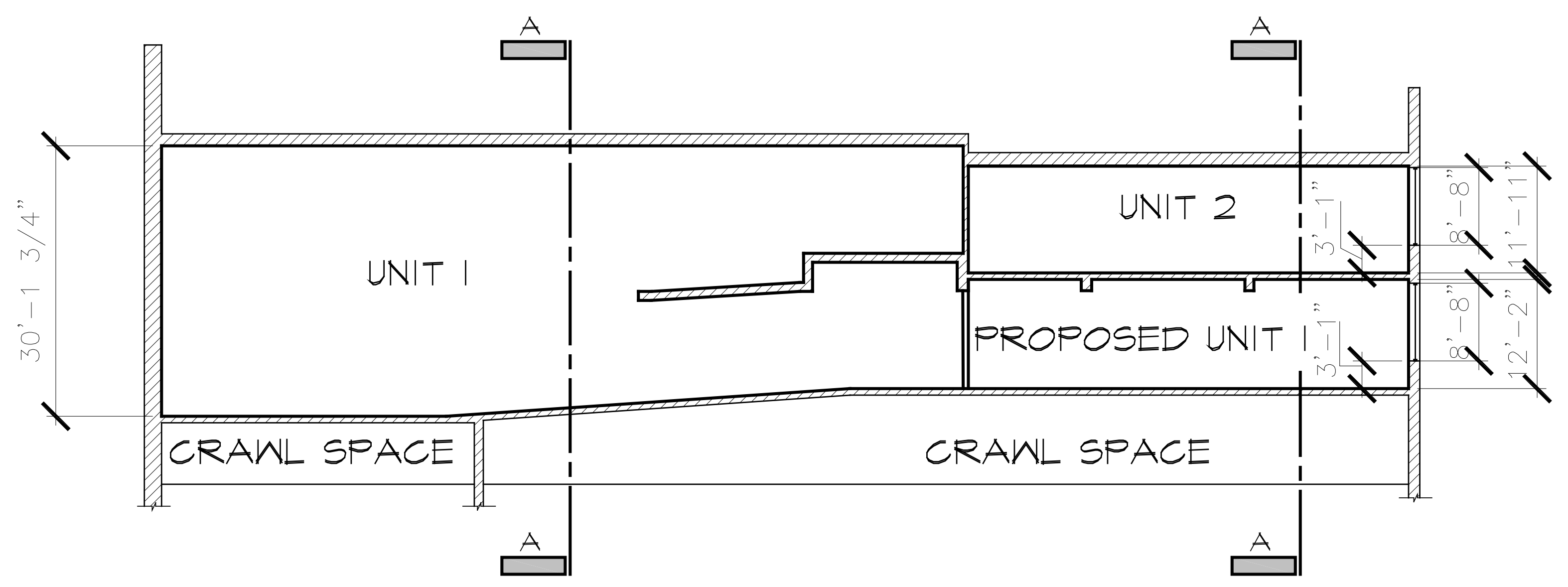
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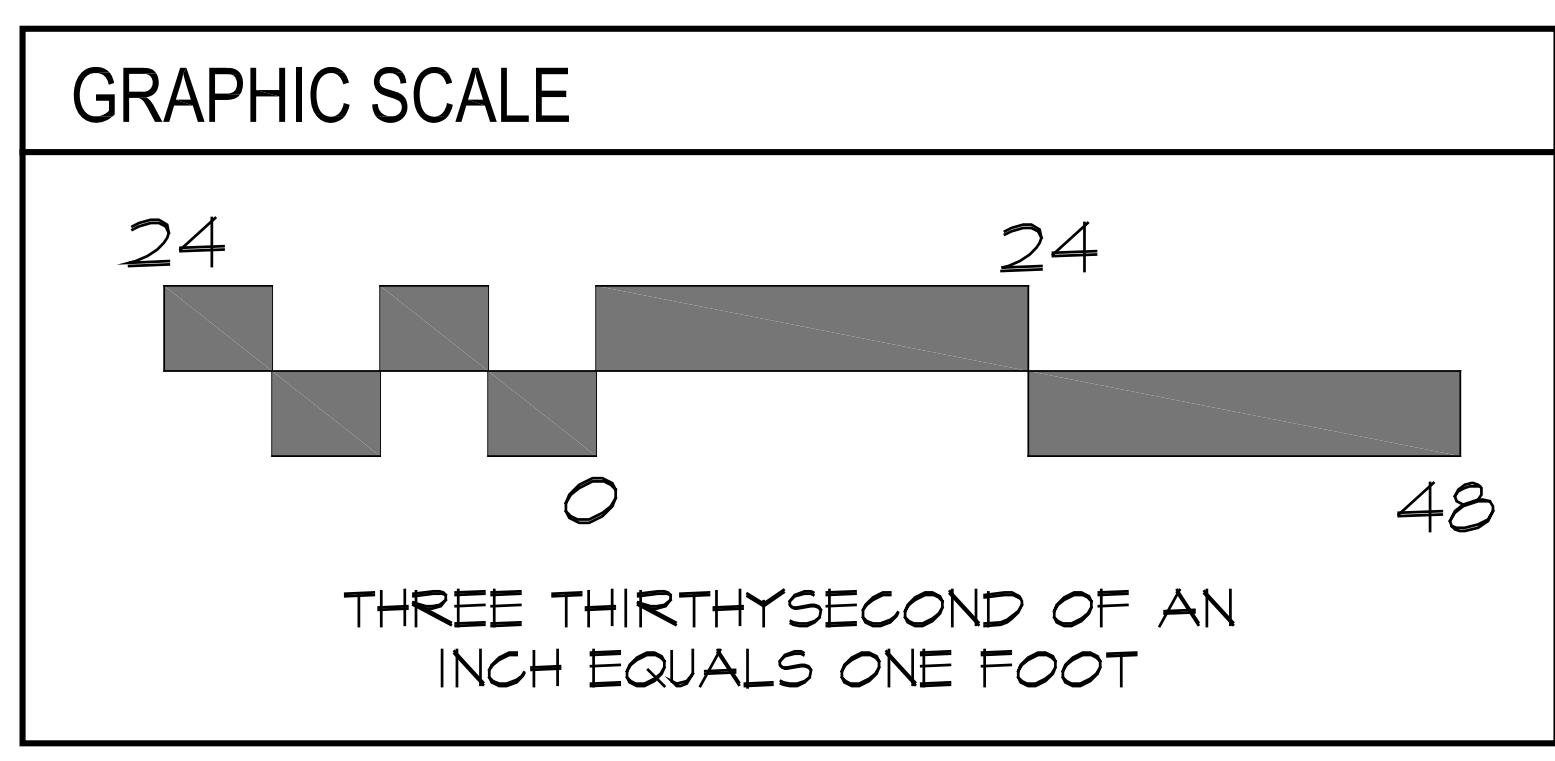
SECTION 'A'
 3/32"=1'-0"



SECTION 'B'
 3/32"=1'-0"



SECTION 'C'
 3/32"=1'-0"



- NOTES**
1. ALL IMPROVEMENTS SHOWN ARE AS DESIGNED.
 2. EXTERIOR WINDOWS WITHIN EACH CONDO UNIT ARE CONSIDERED CONDO UNIT PROPERTY NOT COMMON ELEMENTS.

LEGEND

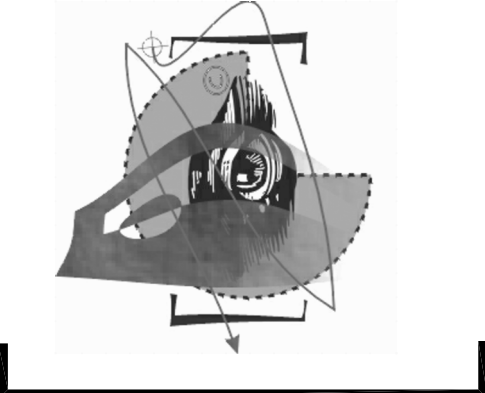
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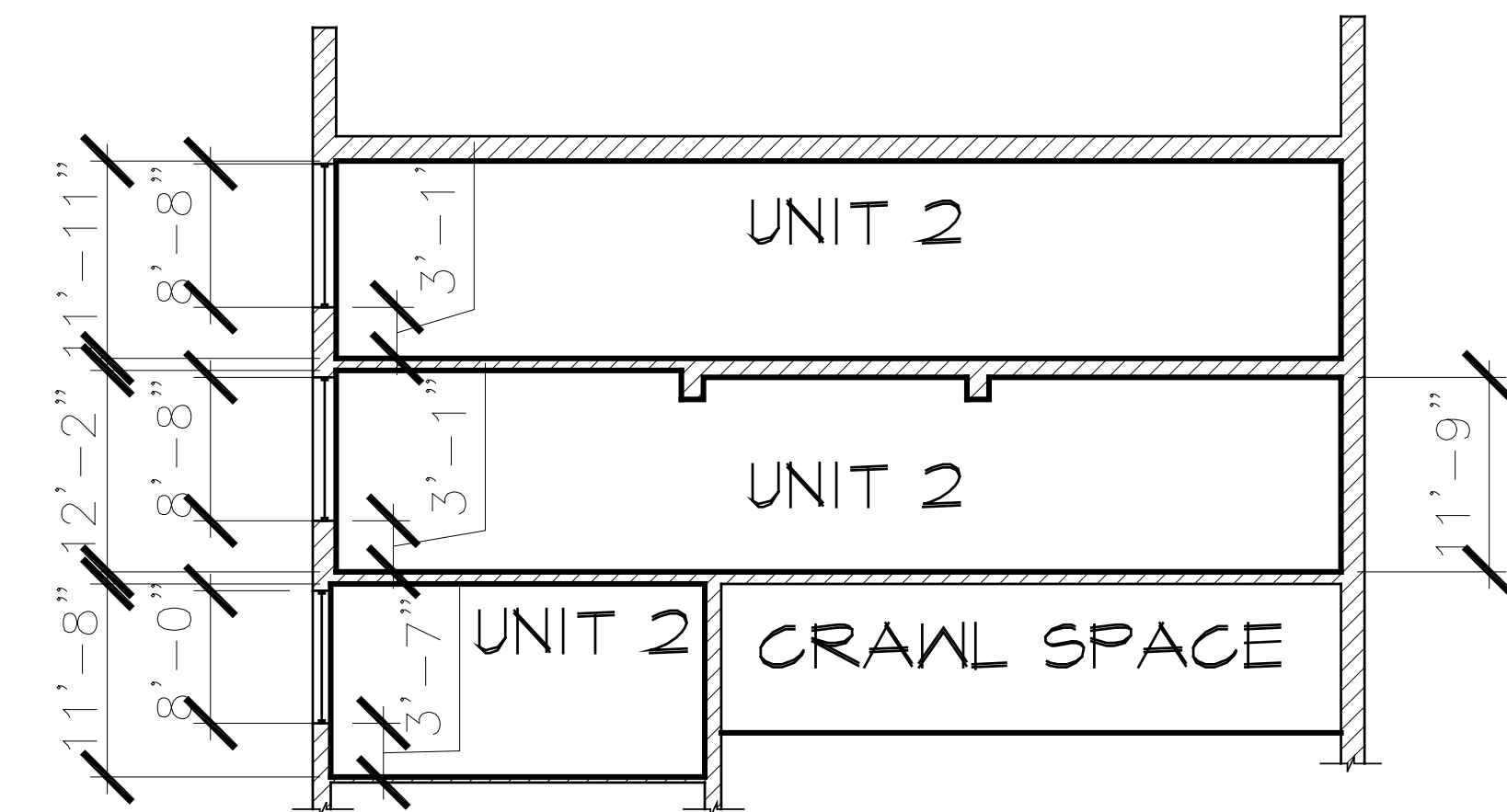
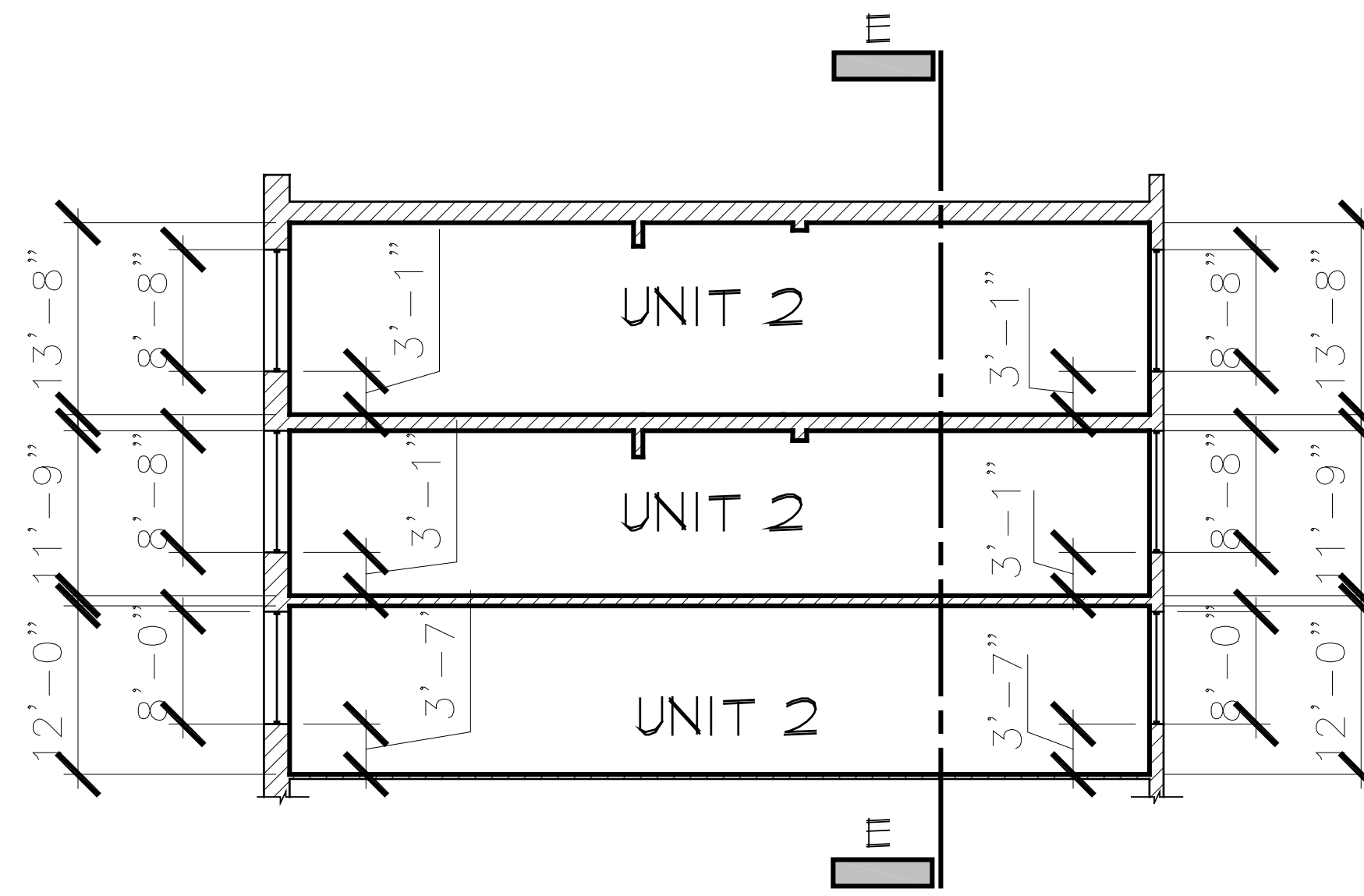
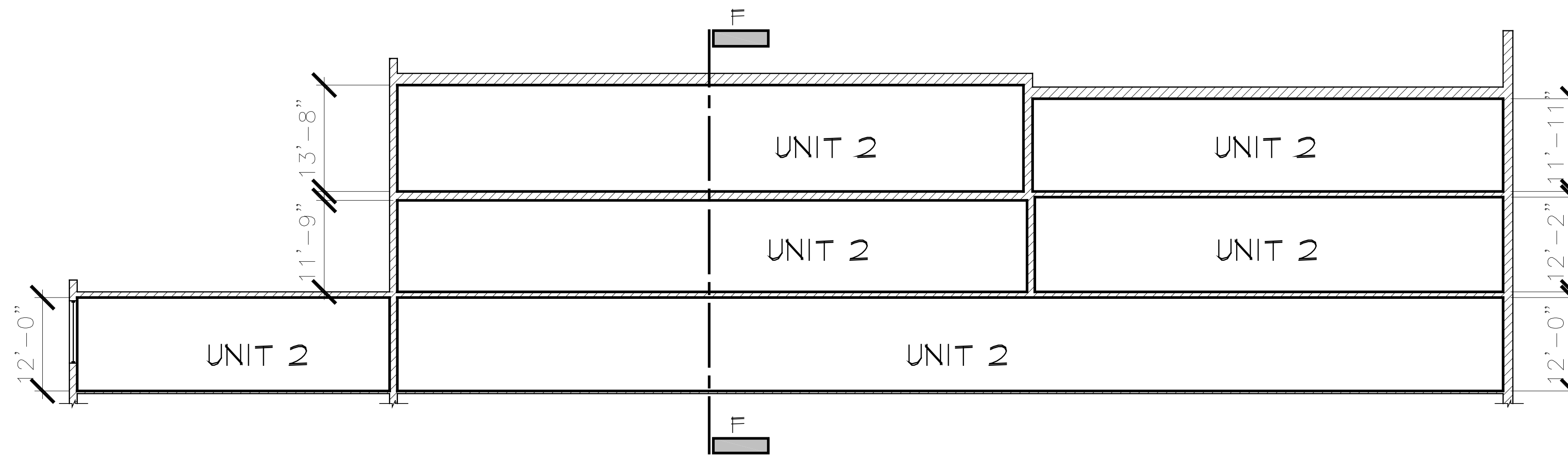
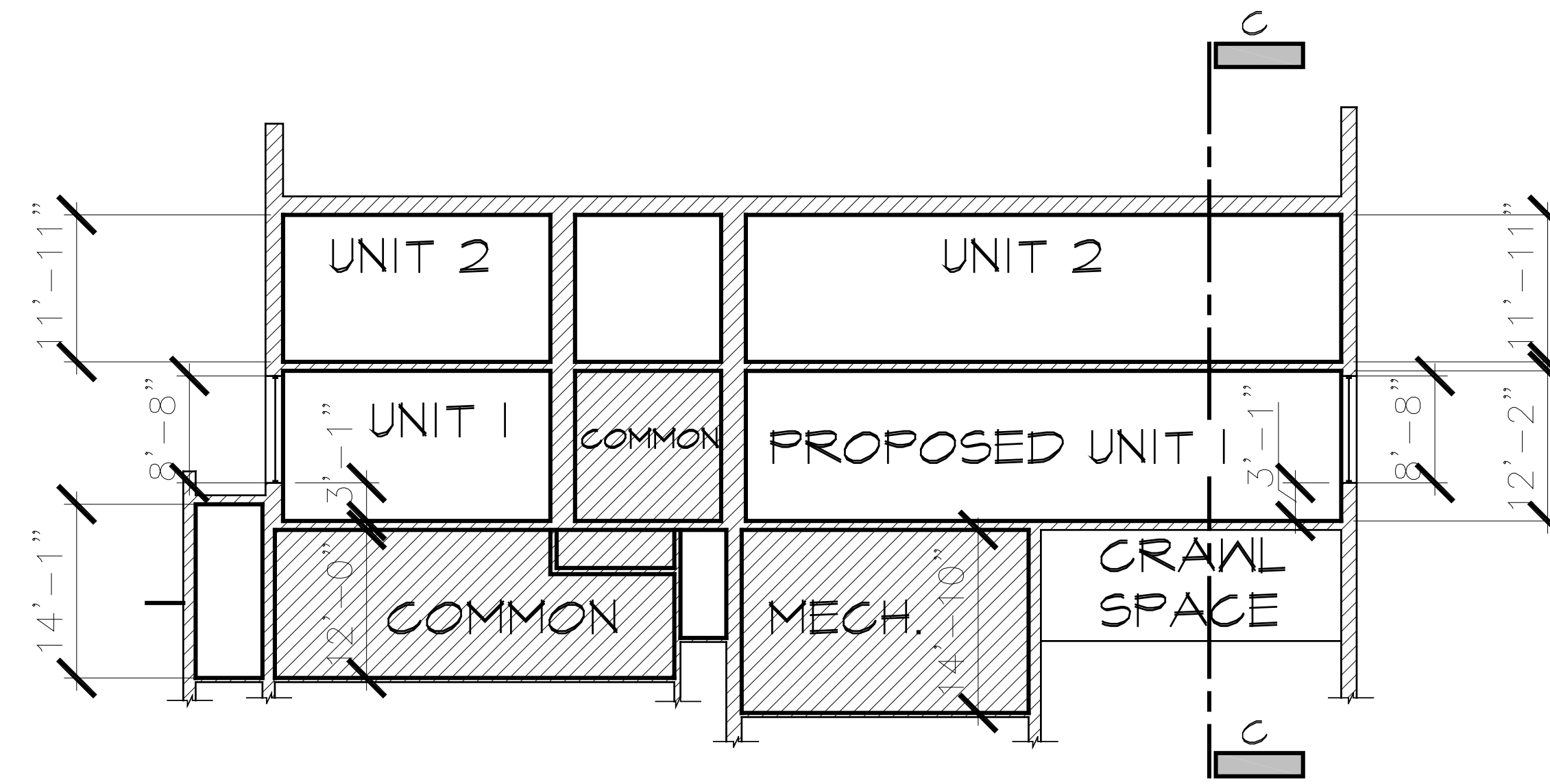
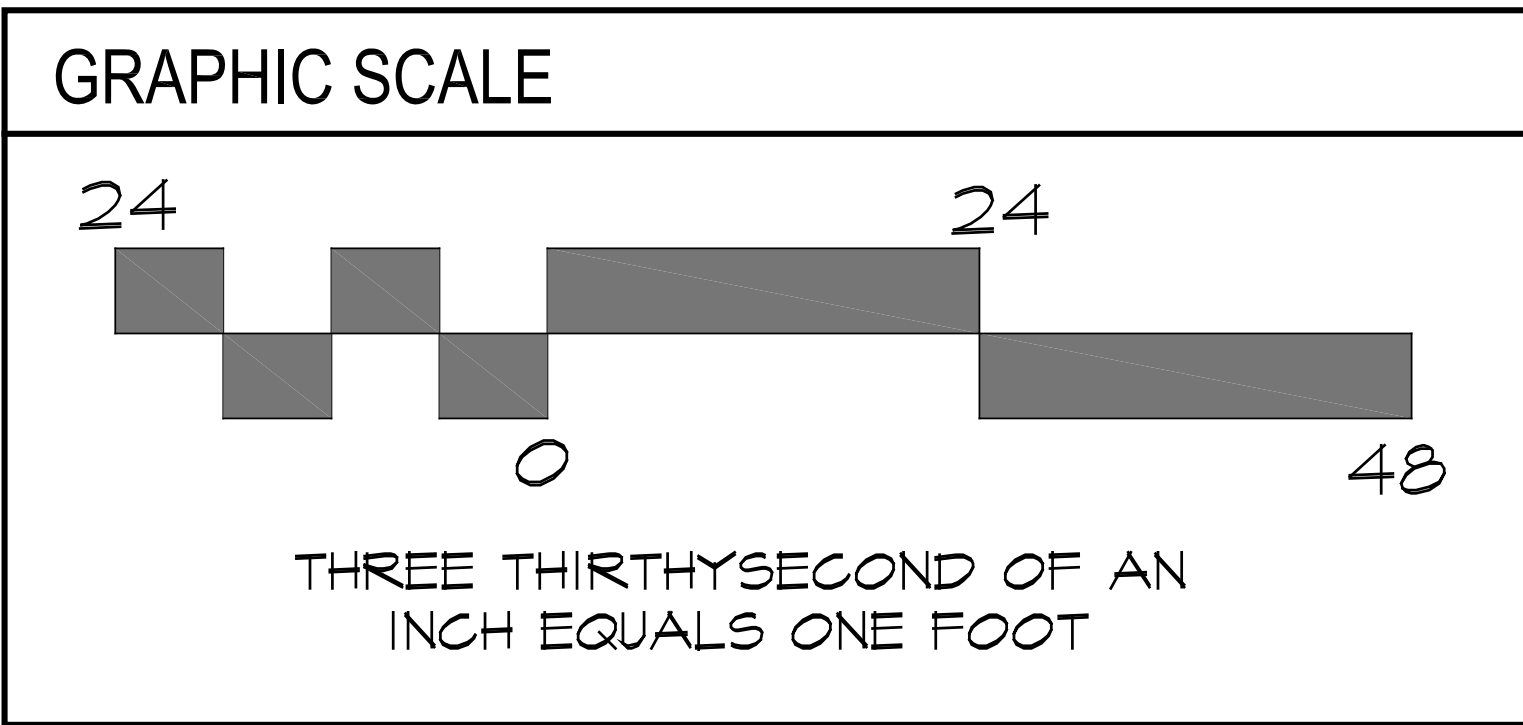
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LEGEND

 GENERAL COMMON ELEMENT

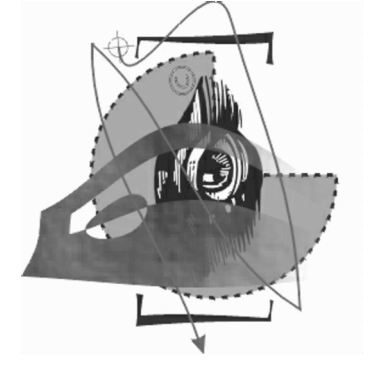


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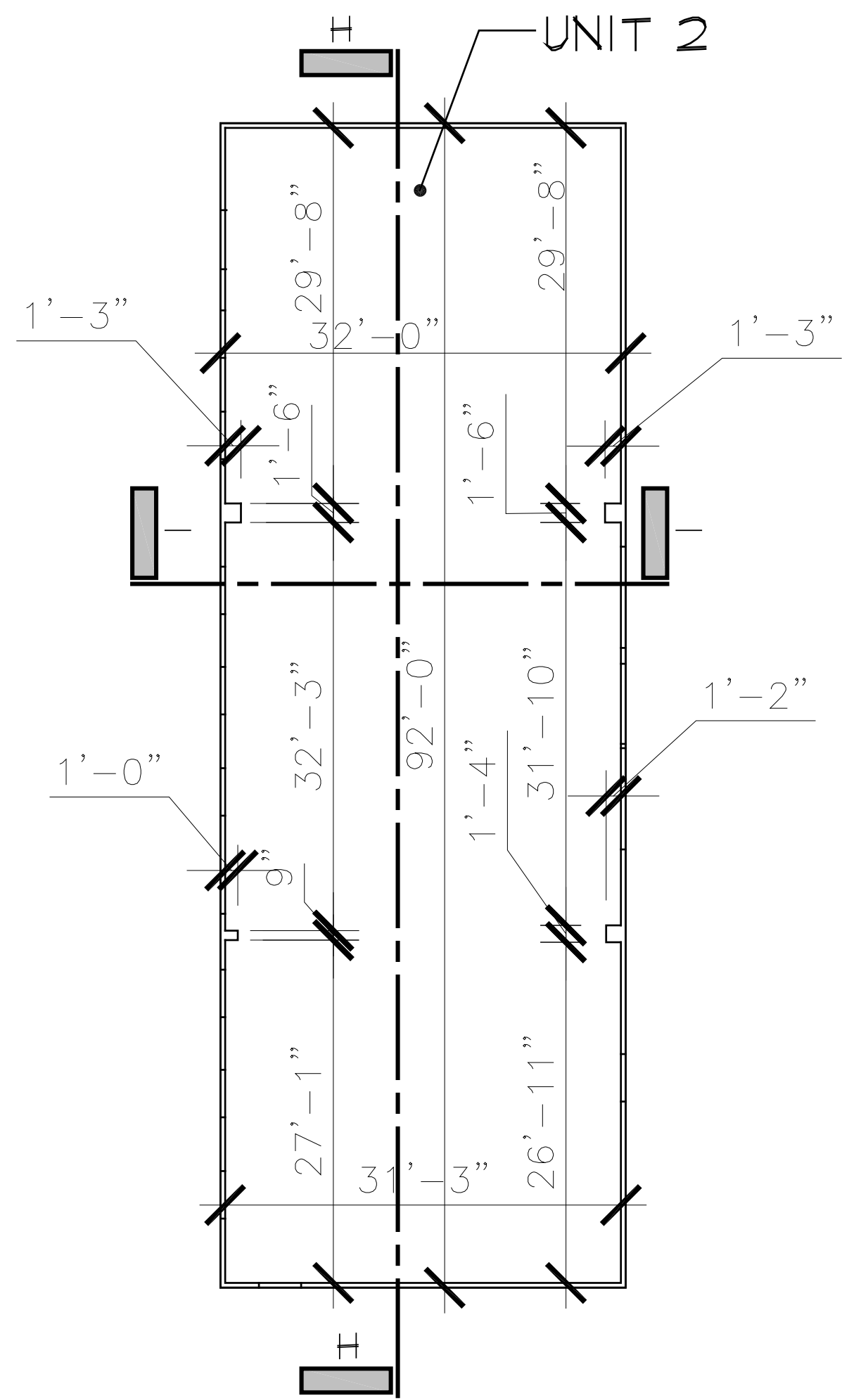
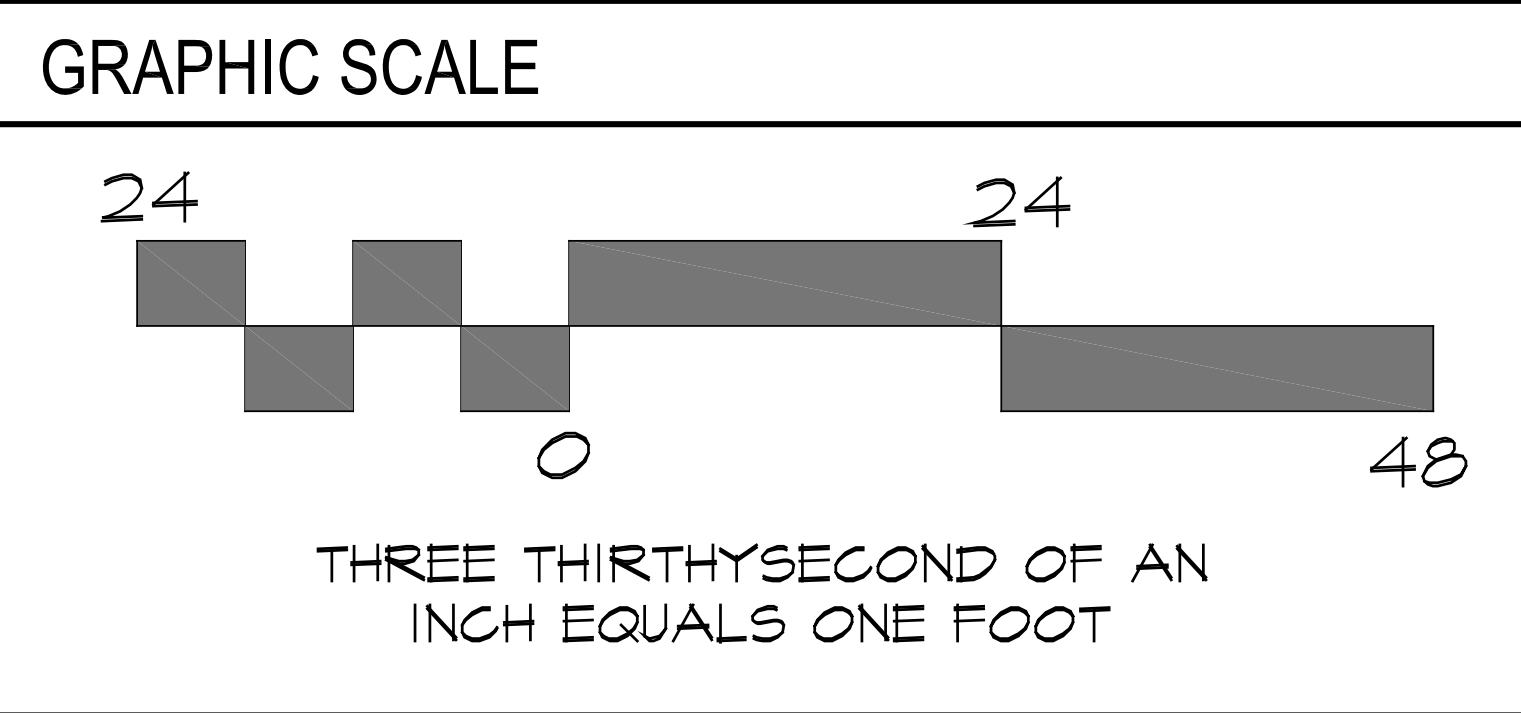
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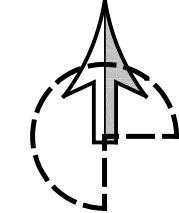
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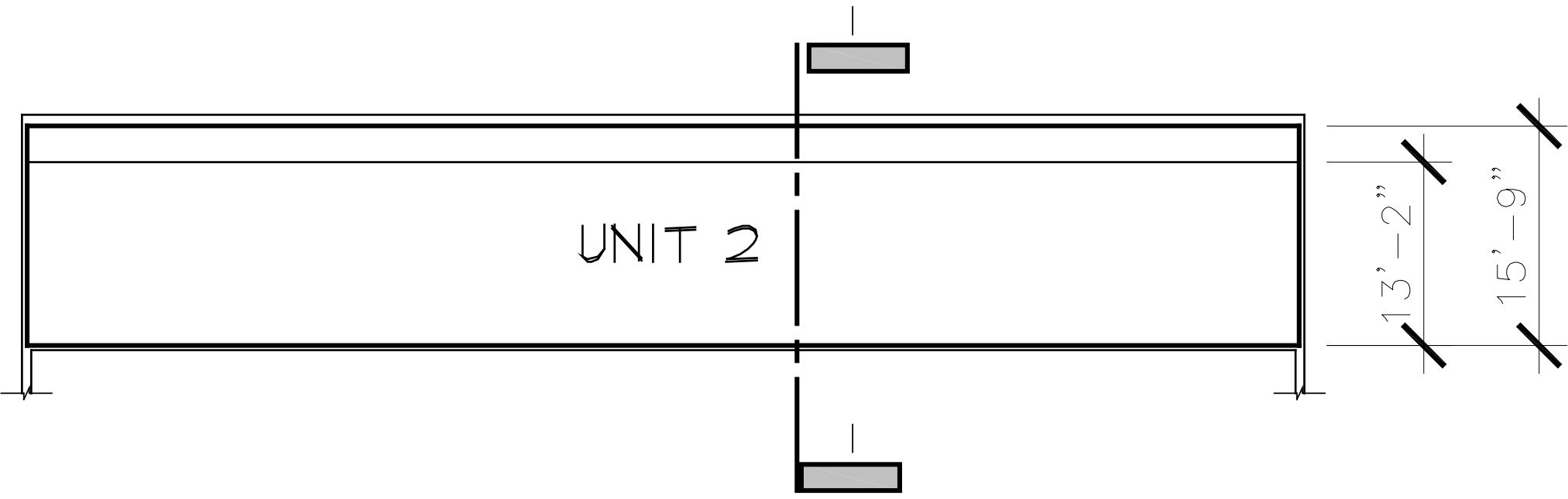
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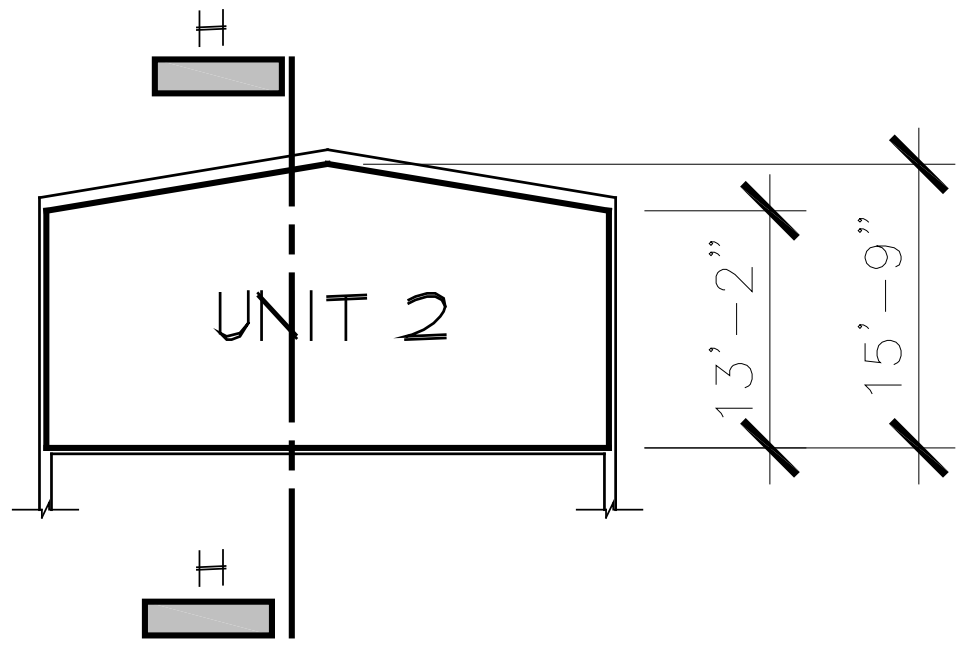
OUTBUILDING FLOOR PLAN
3/32"=1'-0"



AREA
 UNIT '2' OUTBUILDING: 2,944.00 SF



SECTION 'H'
3/32"=1'-0"



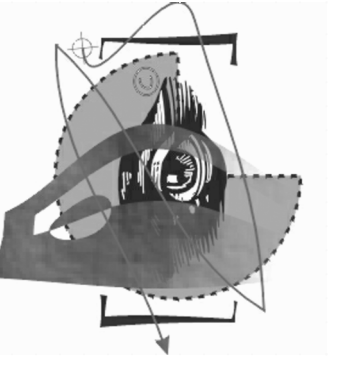
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