

TYRONE TOWNSHIP PLANNING COMMISSION
REGULAR MEETING AGENDA
June 14, 2022 7:00 PM

**This meeting will be held at the Tyrone Township Hall with remote access via Zoom
videoconferencing**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CALL TO THE PUBLIC:

APPROVAL OF THE AGENDA:

APPROVAL OF MINUTES:

OLD BUSINESS:

1. Foster Storage Condominium Special Land Use
2. Sight lines

NEW BUSINESS:

1. Hornbacher Contractor Limited Storage Special Land Use

CALL TO THE PUBLIC:

MISCELLANEOUS BUSINESS:

1. Next Workshop Meeting

ADJOURNMENT:

TYRONE TOWNSHIP PLANNING COMMISSION
PUBLIC HEARING AGENDA
June 14, 2022 7:30 p.m.

The notice below was published in the Tri-County Times on Sunday, May 29, 2022, in compliance with the Open Meetings Act.

TYRONE TOWNSHIP PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

Notice is hereby given the Tyrone Township Planning Commission will hold a Public Hearing on Tuesday, June 14, 2022, beginning at 7:30 pm at the Tyrone Township Hall, 8420 Runyan Lake Road, Fenton, Michigan 48430. The purpose for the Public Hearing is:

To receive public comments regarding the following proposed Special Land Use Permit: A request by Brendan and Stephanie Foster for a proposed special land use to build a new mini-warehouse facility, Parcel #4704-32-200-014 zoned PCI (Planned Commercial Industrial). The parcel is located at the Southwest corner of Faussett Road and Old US 23, regulated by Zoning Ordinance #36 Article 22 Special Land Use Permits and Article 23 Site Plan Review and Impact Assessment.

Additional information is available at the Tyrone Township Zoning Department, 8420 Runyan Lake Road, Monday through Thursday, 9 a.m. to 5 p.m. Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk, at (810) 629-8631, at least seven days prior to the meeting.

Rich Erickson, Chairman

Tyrone Township Planning Commission

PUBLIC HEARING AGENDA:

- 1) Open the Public Hearing**
- 2) Reading of the Public Notice**
- 3) Review of the Application**
- 4) Receive Public Comments**
- 5) Planning Commission and Planner Comments**
- 6) Close the Public Hearing**

Join Zoom Meeting

<https://us02web.zoom.us/j/89551193825>

Meeting ID: 895 5119 3825

Passcode: 123456

One tap mobile

+13126266799,,89551193825#,,,,*123456# US (Chicago)

+16465588656,,89551193825#,,,,*123456# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 895 5119 3825

Passcode: 123456

Find your local number: <https://us02web.zoom.us/j/89551193825>

OLD BUSINESS #1

Foster Storage Condominium Special Land Use



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

June 9, 2022

Special Land Use and Combined Preliminary and Final Site Plan Review for Tyrone Township, Michigan

PETITION INTRODUCTION

Applicant: Brendan and Stephanie Foster
Owner: Benecor INC
Request: Special land use and combined preliminary and final site plan for a mini-warehouse facility
Plan Date: May 12, 2022 (*site plan, revised*)
May 6, 2021 (*building plan, original issue date*)
Use Statement Date: undated

PETITION DESCRIPTION

The applicant is requesting a special land use and combined preliminary and final site plan for a new mini-warehouse facility. The proposed mini-warehouse facility will be a condominium project, with individuals owning their unit, rather than renting them.

The site will include a total of 115 individual units, measuring roughly 770 square feet to 818 square feet, each with a private powder room. The units will be located within 7 buildings.

The site plan calls for regrading the site, installing a stormwater management system, adding landscaping, and adding paved surfaces for parking/unloading and access.

The Planning Commission reviews site plan/special land use applications and makes a recommendation, and the Township Board makes the final decision.

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*
Laura K. Kreps, *Senior Associate* Paul Montagno, *Senior Associate* Megan Masson-Minock, *Senior Associate*

Foster/Benecor Mini-warehouse Facility

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PROPERTY INFORMATION

Address: n/a
Location: Southwest corner of Old US-23 and Faussett
Parcel Number: 4704-32-200-014
Lot Area: ~9.55 acres (*net*)
~10.00 acres (*gross*)
Frontage: ~582 feet along Faussett
~672 feet along Old US-23
Existing Land Use: Vacant

The site is outlined below with the blue line.

Aerial of the Site



Foster/Benecor Mini-warehouse Facility

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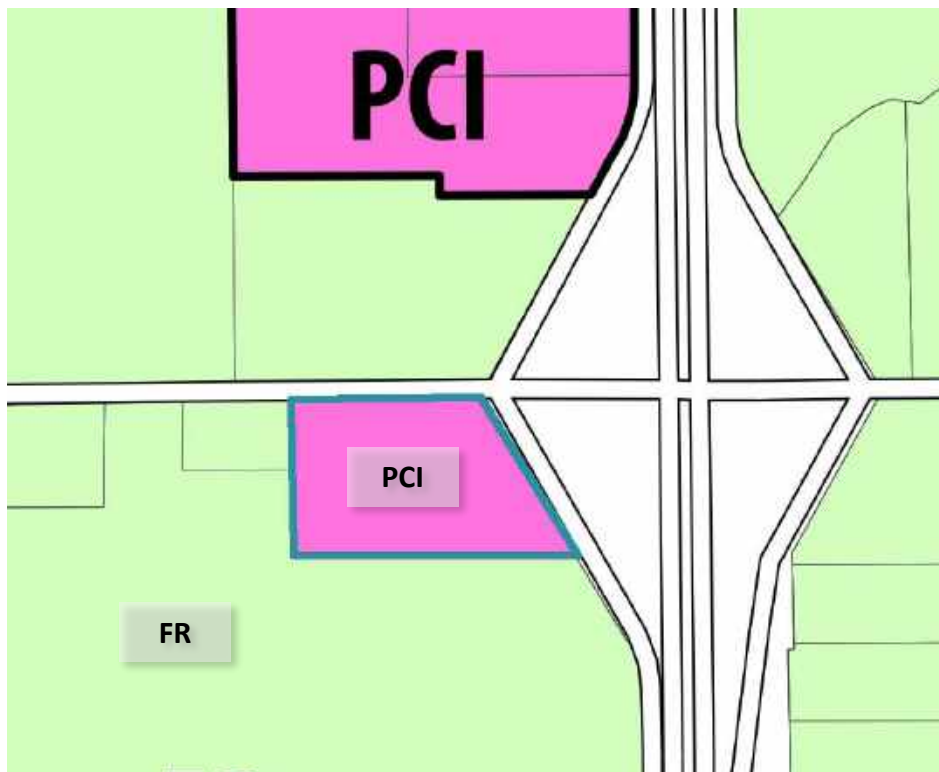
ZONING

The site is within the PCI Planned Commercial Industrial district. A summary of the intent of that district is below.

Current Zoning: PCI Planned Commercial Industrial

The PCI Planned Commercial Industrial District is designed to accommodate land extensive commercial uses serving both residents and businesses in the Township. These uses typically include outdoor storage or display, may require large sites, access to a major thoroughfare, and may have offsite impacts. Standards are provided to create an environment of consistent attractive character and design with generous landscaping, screening, and attractive buildings, where permitted uses will not negatively impact adjacent uses in other zoning districts. The PCI District is intended to be located near the freeway, with interchange access but not immediately adjacent to the interchange. Therefore, the appearance of uses in this district is important to the image of the community and maintaining the quality of life.

Current Zoning Map



Special Land Use and Combined Preliminary and Final Site Plan
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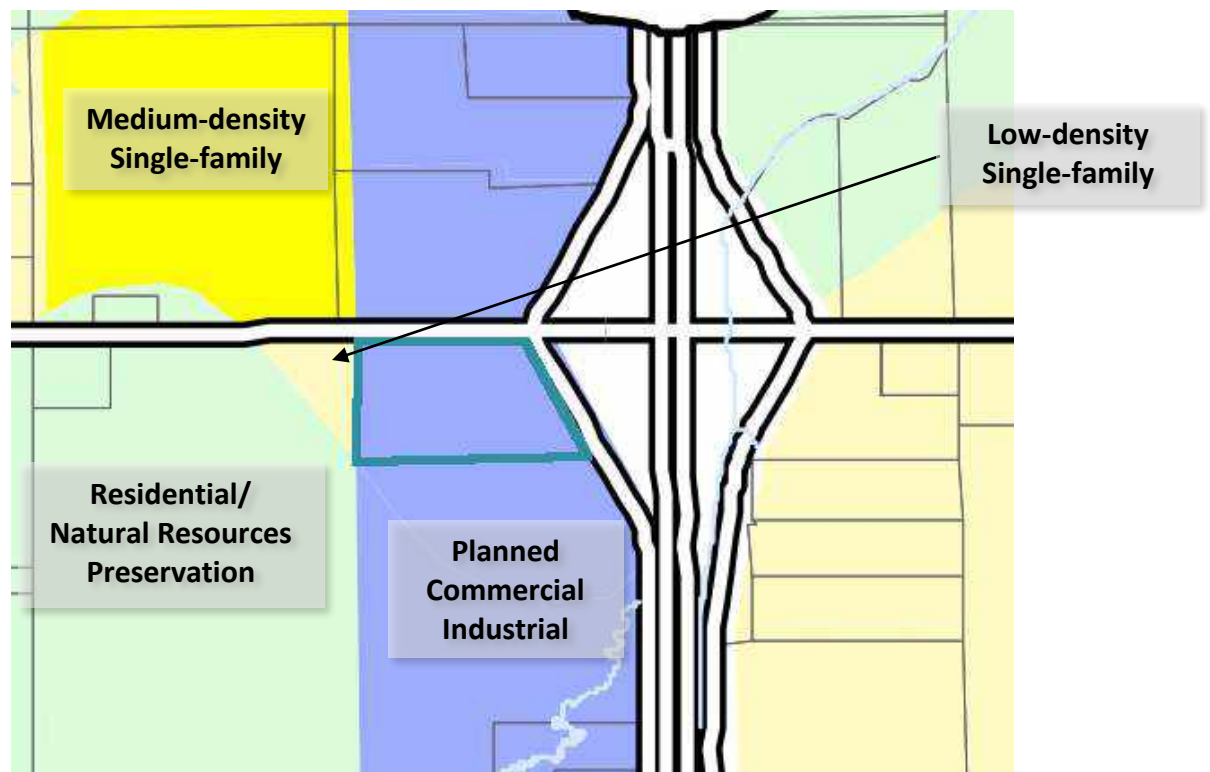
FUTURE LAND USE MAP

The site is within the Planned Commercial Industrial area. A summary of the intent of that area is below.

Future Land Use Map **Planned Commercial Industrial**
South of the area planned as PC

South of the area planned as PCI [sic] is land that has potential access to sanitary sewer, and while farther from the Center Road/US 23 interchange, has both good access via Old U.S. 23 and good visibility from the freeway. Along Old U.S. 23 south of Center Road, are several developed sites including Pennington Gas, Action Watersports, small industrial uses, and construction contractors, that are land extensive operations that could be characterized as heavy commercial or light industrial. The Planned Commercial Industrial plan category anticipates development of similar uses that do not need to be at an interchange, but do depend on traffic and paved primary road access. Development should be in a PUD environment with care given to generous landscaping, attractive high-quality architecture and the appearance from the road, consistent with the character of the Township. Protections should be required during site plan review to minimize any negative impacts on the residential neighbors.

Future Land Use Map



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SURROUNDING PROPERTIES

The surrounding properties are used for single-family dwellings, agricultural uses, or are undeveloped.

	North	East	South	West
Surrounding Zoning	<i>FR Farming Residential</i>	<i>FR Farming Residential (across US-23)</i>	<i>FR Farming Residential</i>	<i>FR Farming Residential</i>
Surrounding Land Uses	<i>Single-family house, Woodlands</i>	<i>Undeveloped, Woodlands (across US-23)</i>	<i>Agricultural fields</i>	<i>Single-family houses, Agriculture</i>
Future Land-Use Map	<i>Planned Commercial Industrial</i>	<i>Low Density Single Family Detached Residential (across US-23)</i>	<i>Planned Commercial Industrial</i>	<i>Low Density Single Family Detached Residential</i>

NATURAL RESOURCES

Topography: The site has a regular slope downward from the west to the east, with a change in elevation of roughly 43 feet (*995 feet to 952 feet*). Slopes are between 2 and 12 percent. Existing and proposed grading are shown throughout the site plan.

Wetland: According to the EGLE Wetlands Map Viewer, there are hydric soils on a portion of the property, but there are no wetlands.

Woodland: There are no woodlands on the property.

Soil: According to the USDA National Resource Conservation Service, a majority of the soils on the site are Hillsdale sandy loam and Wawasee loam.

Items to be Addressed: *A soil map should be added to the site plan.*

AREA, WIDTH, HEIGHT, & SETBACKS

The proposed site, buildings, and improvements must meet the developmental standards for the zoning district in which it is located. Additional specific standards for mini-warehouse facilities, found in §22.05(M) Mini-Warehouses of the Zoning Ordinance, are explored in the Mini-Warehouse Facilities section of this report.

The location of buildings and other improvements are shown on the site plan. The site plan also describes other developmental information.

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Developmental Standards

	PCI district	Proposed	Complies
Lot Area (min)	1 acre	~9.5 acres (<i>net</i>)	Yes
Lot Width (min)	150 feet	~582 feet (<i>Faussett</i>) ~672 feet (<i>Old US-23</i>)	Yes
Setbacks			
Front	65 feet ¹ (<i>Faussett</i>) 113 feet ² (<i>US-23</i>)	65 feet (<i>building to Faussett</i>) 113 feet (<i>building to Old US-23</i>)	Yes
Side	50 feet ³	50 feet	Yes
Rear	100 feet	101 feet	Yes
Building Coverage	40 percent	23.8 percent	Yes
Building Height	40 feet	21.75 feet (<i>to peak</i>)	Yes

- 1) A variance for a reduced front-yard setback of 65 feet rather than the 100 feet required was approved on October 11, 2021.
- 2) A variance for a reduced front-yard setback of 113 feet rather than the 150 feet required was approved on October 11, 2021.
- 3) A variance for a reduced side-yard setback from the south of 50 feet rather than the 100 feet required was approved on October 11, 2021.

At its May 10, 2022, meeting, the Planning Commission determined that the fence and the maneuvering lanes could be located within the required front yard setback along Old US-23.

Items to be Addressed: Confirmation that the variances granted have not expired.

ACCESS & CIRCULATION

The mini-warehouse facility will be accessed by a single driveway, from Faussett Road to the north. The driveway will be paved and access into the site will be controlled by a security gate. Details about the security gate and the ability for first responders to open the gate are not included in the site plan.

The proposed internal circulation areas will provide two-way movement.

Sheet C201 shows turning radius for typical fire apparatus, which would be able to circulate throughout the site. The locations for parking/unloading areas are shown on Sheet C200. The locations for signs marking fire zones are also shown on Sheet C200.

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Additional circulation comments are addressed in the Mini-warehouse Facility section of this report.

Items to be Addressed: 1) Approval of the driveway by the Livingston County Road Commission. 2) Circulation review and approval by the fire inspector. 3) Security gate details, including first responder accessibility, shall be added to the site plan.

OFF-STREET PARKING & LOADING

The site plan calls for 1 dedicated parking space to the east of an accessory building on the northeastern corner of the site. The rest of the parking and loading will be accommodating adjacent to the individual units.

Sheet C200 shows the locations of loading/unloading areas and includes notes about the marking that will be used to show these areas.

Additional off-street parking and loading comments are addressed in the Mini-warehouse Facilities section of this report.

Items to be Addressed: None.

ESSENTIAL SERVICES

The site will be served by public water and sanitary sewer systems, connecting with existing infrastructure to the east along Old US-23. The locations of these lines are shown on Sheets C400 to C401.

The site will be served by electrical service from an existing pole on the northeast corner of the site. The site plan shows the location of a buried feed from this pole into the facility, but the locations of electrical distribution lines to other buildings are not shown.

The site plan does not show the location of a dumpster enclosure. The applicant should clarify how refuse will be managed and include details on the site plan.

Stormwater will be managed on-site. Landscaped areas on the western and southern sides of the site will be contoured to direct stormwater to a forebay and detention basin on the southeastern portion of the site. Hardscaped areas, including buildings and paved areas, will be sloped to direct stormwater to catch basins, which will then direct the stormwater to the forebay and detention basin. An outlet from the detention basin will direct overflow to the east, along Old US-23.

Items to be Addressed: 1) Water and sanitary sewer approval by the utility agency. 2) Location of all electrical service lines shall be added to the site plan. 3) Applicant shall clarify refuse management. 4) Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.

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LANDSCAPING & SCREENING

A landscape plan is included on Sheet C500. It shows the location of proposed landscaping along the boundaries of and within the site and includes a planting list and landscaping calculations.

The proposed landscaping appears to be consistent with the Zoning Ordinance standards. It includes a variety of plantings intended to screen the mini-warehouse facility. The Planning Commission should consider if the significant change in elevation from the developed area to Old US-23 warrants additional landscaping to provide the desired screening.

The landscaping plan does not appear to include any irrigation system.

Items to be Addressed: 1) Planning Commission consideration if additional landscaping is necessary along Old US-23. 2) Irrigation system should be added to the site plan.

LIGHTING

Sheet C402 includes a photometric plan. It shows the location of 26 proposed wall-mounted light fixtures. The notes appear to indicate 2 types of fixtures: "A-15" (25 total) and "B-15" (1 total).

A specification sheet for a proposed fixture is included on Sheet C402. The difference between the 2 types of fixtures is the wattage of the bulb.

It appears that the lighting levels are consistent with Zoning Ordinance standards, and the light fixture design included on Sheet C402 is consistent with Zoning Ordinance standards.

The building plans do not show light fixtures on the façade. Wall-mounted lighting can cause glare when the wall directly below the fixture is a light color.

Items to be Addressed: Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.

OUTDOOR ADVERTISING & SIGNS

The location for a proposed monument sign to the west of the entrance driveway is shown on Sheet C200. Additional information, such as height, sign area, or materials, are not included. The sign would have to be reviewed for compliance as part of a separate permit.

It appears that the proposed sign is located outside of the required clear-vision zone but may be closer to the right-of-way than allowed.

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It is not possible to determine compliance with other sign standards based on the information provided at this time. The site plan notes that the sign will be under a separate permit.

Items to be Addressed: *Sign shall be relocated, if necessary, with setbacks dimensioned.*

MINI-WAREHOUSE FACILITIES

In addition to the general standards of the Zoning Ordinance, there are specific standards for mini-warehouses. These standards, outlined in §22.05 (M) Mini-Warehouses, are examined below.

1. Lot Area. The minimum lot area for mini-warehouses shall be two (2) acres.

Comments: *The site is larger than the 2 acre minimum.*

2. Enclosed Storage. Mini-warehouse establishments shall provide for storage only. All storage must be completely contained within an enclosed building.

Comments: *The statement of use indicates that "there will be no outside parking as all belongings must be inside the owner's unit." A similar note should be added to the site plan.*

3. Site Screening. The entire site, exclusive of access drives, shall be screened from adjacent properties and road rights-of-way. The Planning Commission shall approve the appropriate screening for the site consistent with one (1) or more of the following options:
 - a. Masonry Wall. A six (6) foot high masonry wall enclosure in order to protect nearby adjacent lots that may be adversely affected by the warehouses and truck traffic accessing the warehouse site.
 - b. Chain Link Fence. A six (6) foot chain link fence may be permitted along property lines that do not abut a residentially zoned district or residential use.
 - c. Landscaping. Landscape screening in accordance with the provisions of Section 21.35.

Comments: *The site plan calls for a 6-foot-tall aluminum picket fence and landscaping around the mini-warehouse facility.*

4. Open Bays: Buildings must be oriented so that open service bays do not face adjacent major thoroughfares or arterial roads unless screened by an adjoining lot, building, or screening in compliance with M.3 above.

Comments: *The service bays on the eastern façade of the easternmost building face Old US-23. Landscaping is proposed for screening between this building and the road, but the building will be elevated 10 to 15 feet above the road level, which may limit the effectiveness of the landscape screening.*

5. Exterior Appearance. The exterior of any mini-warehouse shall be of finished quality and design, compatible with the design of structures on surrounding property.

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Comments: Sheet PR1 indicates the exterior walls will be prefinished insulated panels, as selected by the owner; the roof will be standing seam metal roof panels; and the bay doors will be insulated overhead doors.

Structures on surrounding properties are primarily residential. The closest structure built for commercial use is Suburban Propane to the north. That building includes a mix of masonry, glass, and metal on its façade with a flat roof.

A masonry band along the bottom of the structure or using a different color for a bottom band across the façades would be more consistent with the design of Suburban Propane and would reduce the apparent height and bulk of the proposed buildings.

6. Resident Manager. A resident manager may be permitted on-site with the responsibility of maintaining the operation of the facility in conformance with the conditions of the approval. The manager's residence shall conform with the minimum dwelling unit floor area requirements of the RM-1 District provisions of this Ordinance.

Comments: The statement of use indicates that the association will not have any employees and that all maintenance will be done by contractors. The statement of use should be revised to clearly state that there will not be a resident manager, with a similar note added to the site plan.

7. Circulation. On-Site Circulation and loading/unloading:
 - a. One-way Driveways. All one-way driveways shall be designed with one ten (10) foot wide loading/unloading lane and one fifteen (15) foot travel lane.
 - b. Two Way Driveways. All two-way driveways shall be designed with one ten (10) foot wide loading/unloading lane and two (2) twelve (12) foot wide travel lanes.
 - c. Signs. The loading/unloading lanes may be eliminated if the driveway does not serve storage units. Signs and painted lines shall be used to indicate loading/unloading areas and traffic direction throughout the site.

Comments: The proposed internal driveways will allow two-way movement. These driveways are 50 feet wide, which would allow for 2 travel lanes 12 feet wide and 13 feet wide loading/unloading lanes adjacent to the buildings. The loading/unloading area will be marked.

APPLICABLE DECISION CRITERIA

The proposed mini-warehouse facility requires both special land use and site plan review. The decision criteria for those approvals are examined below.

Site Plan Review

Information that must be included in a site plan is outlined in §23.02 Site Plan Information.

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Some required information is not included in the site plan, such as information for surrounding properties within 500 feet and dimensions for all improvements. The Planning Commission may grant a waiver from site plan information that it considers clearly unnecessary for substantial review.

Comments: *The missing information does not generally appear necessary for review.*

Decision criteria for site plan review are outlined in §23.03 Standards for Site Plan Review. Comments addressing these standards are included throughout this report and below.

Comments: *It appears possible for the Planning Commission to determine compliance with the standards of the Zoning Ordinance. Additional information or minor changes could be reviewed administratively by staff following approval.*

Because the project is a building condominium, the building plans should be incorporated into the site plan, as a single set of documents.

Condominium Review

The information that must be included in a condominium or site condominium is outlined in §21.43 Condominium Development Standards and Site Plan Review. Most of these standards are related to site condominiums, but some apply to all condominium developments.

The condominium plan is required to grant utility easements or the right of access as required by the Township to construct, operate, inspect, maintain utilities. We defer further comment to the Township Engineer.

Condominium documents, including master deed and bylaws, must also be provided for review for compliance with Township ordinances and inclusion of certain language. To the best of our knowledge, draft condominium documents have not been provided at this time.

Comments: *1) Condominium plan for utility easements approval by the Township Engineer. 2) Condominium document approval by the Township Attorney, Planner, and Engineer.*

Special Land Use Review

The general review standards for special land uses are outlined in §22.04 General Review Standards for All Special Land Uses and are included below. Specific standards for mini-warehouse facilities have been examined in the Mini-warehouse Facilities section of this report. Comments addressing these standards are included throughout this report and below.

- A. Master Plan. The special land use will be consistent with the goals, objectives and future land use plan described in the Township's Master Plan.

Comments: *The proposed mini-warehouse facility is allowed as a special land use within the current zoning district and the Future Land Use Map. The Master Plan identifies the western side of US-23 for commercial activities.*

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- B. Zoning District. The special land use will be consistent with the stated intent of the zoning district.

Comments: *The proposed mini-warehouse facility is a special land use in the Planned Industrial Commercial district.*

- C. Neighborhood Compatibility. The special land use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.

Comments: *The proposed mini-warehouse facility will be a notable change from the existing character in the general vicinity. However, the general commercial nature of the facility is consistent with the intended character of the vicinity, as defined in the Master Plan.*

The site plan calls for landscaping around the boundary of the site.

There are some potential opportunities to place additional landscaping and/or adjust the appearance of the buildings to further reduce their perceived height and bulk.

- D. Environment. The special land use will not significantly impact the natural environment.

Comments: *The proposed mini-warehouse facility is not likely to have a significant impact on the natural environment, in general. To ensure this, it would be advisable to include language in the site plan and statement of use limiting the storage of hazardous materials.*

Approval should be contingent on review and approval of the stormwater management plan to ensure no adverse impact from increased stormwater runoff.

- E. Public Services. The special land use can be served adequately by public facilities and services such as police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools.

Comments: *The proposed mini-warehouse facility will be served by public water and sanitary sewer, with an on-site stormwater management system. It appears likely that it will not create significant demand for other public services.*

- F. Traffic. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration the following...

Comments: *It does not appear likely that the mini-warehouse facility would generate significant vehicular or pedestrian traffic and is likely to generate less traffic than typical commercial uses.*

- G. Additional Development. The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping

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will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

Comments: *It does not appear likely that the proposed use or structures would interfere or discourage development of adjacent properties.*

H. Health, Safety and Welfare. The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.

Comments: *If the Planning Commission determines that the proposed mini-warehouse facility is consistent with the standards in the Zoning Ordinances and other conditions it determines appropriate, the proposed mini-warehouse facility should not create a negative impact on public health, safety, or welfare.*

SUMMARY & COMMENTS

For site plans and special land uses, the Planning Commission reviews applications and forwards it to the Township Board for its action.

The Planning Commission may determine missing information may be necessary to make a decision. Missing information that the Planning Commission determines is not necessary for review could receive a waiver.

The Planning Commission could make a favorable recommendation, with or without conditions, if it determines decision criteria and developmental standards are met or would be met with conditions.

The Planning Commission could postpone action if it determines missing information is necessary for its review or there are significant or too many changes or conditions that would be necessary to receive a favorable recommendation at this time. If this is the case, it should direct the applicant to prepare revisions based on its review and provide guidance as to what additional information or changes would be necessary.

The Planning Commission could make an unfavorable recommendation it determines decision criteria and developmental standards are not met or could not easily be met with changes or conditions.

Planning Commission Decisions/Determinations/Findings

The list below includes items that require Planning Commission decision, determination, or finding.

1. *The Planning Commission should determine if additional landscaping is necessary along Old US-23.*

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2. *The Planning Commission should determine if the proposed site screening is consistent with §22.05(M) Site Screening.*
3. *The Planning Commission should determine if the exterior appearance is of a finished quality and design that is compatible with the design of structures on surrounding property.*
4. *The Planning Commission should determine if missing information is eligible for a waiver because it is unnecessary for substantial review and state the reasons for waiving such requirements in writing or if it should be added to the site plan.*
5. *The Planning Commission should determine if the site plan is consistent with §23.03 Standards for Site Plan Review.*
6. *The Planning Commission should determine if the special land use is consistent with §22.04 General Review Standards for All Special Land Uses.*

Potential Conditions

Potential conditions have identified throughout this report to aid in the Planning Commission's deliberation.


Additional potential conditions could also be identified at the Planning Commission meeting.

1. *Driveway approval by the Livingston County Road Commission.*
 2. *Circulation review and approval by the fire inspector.*
 3. *Security gate details, including first responder accessibility, shall be added to the site plan.*
 4. *Water and sanitary sewer approval by the Township Engineer and the utility agency.*
 5. *Location of all electrical service lines shall be added to the site plan.*
 6. *Refuse management shall be clarified.*
 7. *Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.*
 8. *Irrigation system shall be added to the site plan.*
 9. *Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.*
 10. *Sign shall be relocated, if necessary, with setbacks dimensioned.*
 11. *Outdoor storage prohibition note shall be added to the site plan.*
 12. *Building plan shall be incorporated into the site plan.*
 13. *Condominium plan for utility easements approval by the Township Engineer.*
 14. *Condominium documents approval by the Township Attorney, Planner, and Engineer.*
 15. *Language limiting storage of hazardous materials shall be added to statement of use and site plan.*
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16. *Language prohibiting outdoor washing of vehicles, trailers, etc shall be added to statement of use and site plan.*


CARLISLE/WORTMAN ASSOC., INC.
Zach Michels, AICP
Planner

US23 STORAGE DEVELOPMENT

NEW SELF STORAGE CONDOMINIUMS

SITE PLAN APPROVAL PACKAGE

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWN 4-NORTH, RANGE 6-EAST, TYRONE TOWNSHIP, LIVINGSTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 32, THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 32, N87°10'59"E, 1502.57 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 N87°10'59"E, 582.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF US-23; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S33°31'20"E, 672.13 FEET; THENCE S81°10'59"W PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4, 925.38 FEET; THENCE N02°49'01"W, 577.90 FEET TO SAID POINT OF BEGINNING; CONTAINING 10.00 ACRES OF LAND.

DRAWING INDEX:

●	05-12-2022	C000 — COVER SHEET
●	05-12-2022	C100 — TOPOGRAPHIC SURVEY PLAN
○		C101 — SITE REMOVAL PLAN
●	05-12-2022	C200 — SITE LAYOUT PLAN
●	05-12-2022	C201 — WBSO TRUCK MANEUVERING PLAN
○		C202 — FAUSSETT ROAD DRIVE APPROACH PLAN
○		C203 — FAUSSETT ROAD DRIVE APPROACH DETAILS & NOTES
●	05-12-2022	C300 — SITE GRADING & SOIL EROSION CONTROL PLAN
●	05-12-2022	C301 — PROPOSED DRAINAGE AREA MAP & STORM WATER CALCULATIONS
●	05-12-2022	C400 — SITE UTILITY PLAN (SANITARY SEWER)
●	05-12-2022	C401 — SITE UTILITY PLAN (WATER MAIN)
●	05-12-2022	C402 — SITE PHOTOMETRIC PLAN
●	05-12-2022	C500 — SITE LANDSCAPE PLAN
●	05-12-2022	C600 — SITE DETAILS
●	05-12-2022	PR1 — PRELIMINARY ARCHITECTURAL PLAN

●	DATE
●	MOST RECENT ISSUE / REVISION DATE
○	FILLED CIRCLE INDICATES SUBMITTED DRAWING

BENCHMARKS (NAVD88):

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF Q FAUSSETT ROAD, 47' WEST OF Q OLD US-23 ROAD AND 13' NORTHWEST OF A BEEHIVE CATCH BASIN. ELEVATION = 967.54

NPDES STATEMENT:

THE OWNER WILL NEED TO OBTAIN AN NPDES STORM WATER DISCHARGE PERMIT FROM THE MDEQ. TOTAL DISTURBED AREA: 6.0 ACRES

TOPOGRAPHIC SURVEY STATEMENT:

THE EXISTING FEATURES SHOWN ON THIS PLAN ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS QUADERER, INC. IN JUNE OF 2015. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE PLOTTED IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. NO EXISTING UTILITIES WERE EXPOSED FOR VERIFICATION OF LOCATION AND ELEVATION. NO GUARANTEES ARE GIVEN THAT THE LOCATIONS ARE ABSOLUTELY ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT.

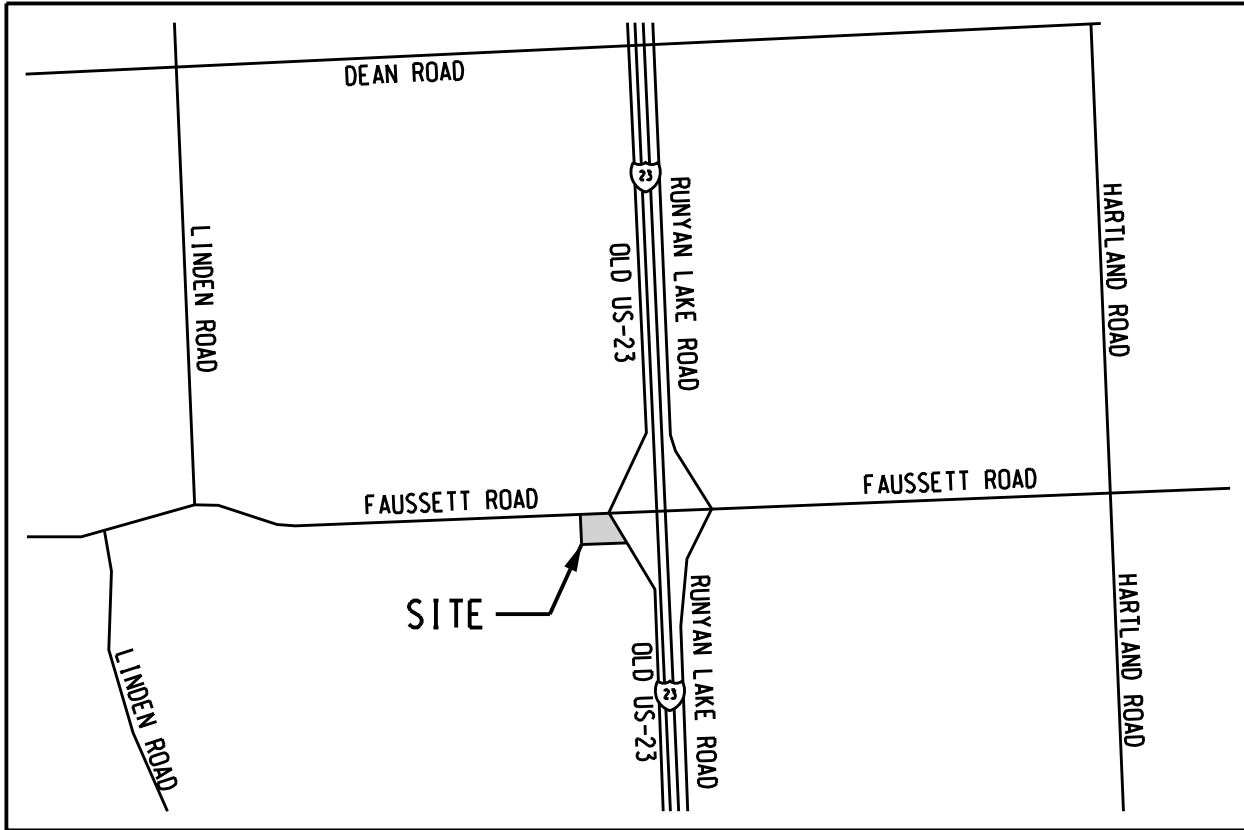
AGENCY CONTACT INFORMATION					
AGENCY	SUBMITTAL DATE	STATUS	AGENCY	SUBMITTAL DATE	STATUS
ROSS NICHOLSON PLANNING/ZONING ADMINSTR. TYRONE TOWNSHIP 10408 CENTER ROAD FENTON, MI 48430 PHONE: 810-629-0047	02-09-2022	UNDER REVIEW	SOIL EROSION CONTROL LDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE	
SANITARY LDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE		WATER DON HAYDUK MID-MICH DIST. HEALTH DEPT. 306 ELM STREET ST. JOHNS, MI 48879 PH: 517-370-9448	DATE	
STORM WATER LDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE		ELECTRIC JEREMY HALL CONSUMERS ENERGY 3201 E. COURT STREET PO BOX 408 FLINT, MI 48501 PH: 810-760-3309	DATE	

OWNER: BRENDAN FOSTER
PRESIDENT
BENECOR
12809 SILVER LAKE ROAD
BRIGHTON, MI 48116
PH: (248) 437-4437
EMAIL: BRENDAN.FOSTER@BENECOR.COM

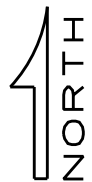
ARCHITECT: DANIEL G. WHITE
DANIEL G. WHITE ARCHITECT LLC
108 CRIGHTON DRIVE
WILLARD, MO 65781
PH: (417) 742-0915
EMAIL: DGCWCREATIONS@GMAIL.COM

BUILDER: JAMES L. HINZE, PRESIDENT
ZION CHURCH BUILDERS, INC.
PH: (269) 544-7211
EMAIL: JIMHINZEZCB@GMAIL.COM

ENGINEER: RUDY QUADERER
GRIGGS QUADERER, INC.
8308 OFFICE PARK DR.
GRAND BLANC, MI 48439
PH: (810) 695-0154
EMAIL: RQUADERER@GQINCORP.COM



LOCATION MAP
NOT TO SCALE



GENERAL NOTES:

1. STANDARD SPECIFICATIONS:
ALL MATERIALS AND CONSTRUCTION METHODS FOR THIS PROJECT SHALL CONFORM WITH THE REQUIREMENTS OF ALL GOVERNING AGENCIES HAVING JURISDICTION (LOCAL, COUNTY, STATE), UNLESS OTHERWISE NOTED. CONSTRUCTION MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND PROJECT SPECIFICATIONS. IN CASE OF DISCREPANCIES BETWEEN REQUIREMENTS, THE MOST STRINGENT SHALL APPLY.

2. EXISTING BACKGROUND INFORMATION:
THE EXISTING FEATURES SHOWN ON THESE DOCUMENTS ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS QUADERER, INC. IN APRIL OF 2018. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE OBTAINED FROM THE BEST AVAILABLE DOCUMENT INFORMATION. NO GUARANTEES ARE GIVEN TO THE ACCURACY OF ALL UTILITY INFORMATION SHOWN OR THAT ALL UTILITIES ARE INDICATED ON THIS DOCUMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS BEFORE COMMENCING WORK AND TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

3. MISS DIG UTILITY PROTECTION SERVICE:
THE CONTRACTOR SHALL CONTACT MISS DIG UTILITY SERVICES (811) THREE (3) WORKING DAYS PRIOR TO BEGIN OF CONSTRUCTION TO VERIFY LOCATIONS OF UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ANY UTILITY DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH THE IDENTICAL MATERIAL IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE DEPTH AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

4. SUBSURFACE SOIL CONDITIONS:
A SOIL INVESTIGATION FOR THIS SITE IS AVAILABLE FOR REVIEW. THE CONTRACTOR IS RESPONSIBLE TO ACQUAINT HIMSELF WITH CURRENT SOIL AND GROUNDWATER CONDITIONS FOR HIS OWN INFORMATION PRIOR TO BIDDING. NO MODIFICATIONS TO UNIT PRICES OR FINAL BID WILL BE MADE DUE TO VARIABLE SUBSURFACE CONDITIONS. DEWATERING, IF DETERMINED NECESSARY BY THE CONTRACTOR, WILL BE CONSIDERED INCIDENTAL TO THE INSTALLATION COST OF UTILITIES OR STRUCTURES.

5. PERMITS:
THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED TO PERFORM ALL WORK SHOWN ON THESE DOCUMENTS. THE CONTRACTOR SHALL PAY FOR AND OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, LOCAL OR PRIVATE AGENCIES INCLUDING REQUIRED BONDS. COSTS INSPECTION AND TESTING SERVICES SHALL BE PAID FOR BY THE CONTRACTOR.

6. SOIL EROSION CONTROL:
CONTRACTOR SHALL OBTAIN SOIL EROSION CONTROL PERMIT PRIOR TO BEGIN OF CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF ACT 451, PART 91 FOR SOIL EROSION & SEDIMENTATION CONTROL, AND WILL BE RESPONSIBLE FOR ALL MAINTENANCE UNTIL THE FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL PROTECT ALL EXISTING AND PROPOSED STORM WATER FACILITIES ON SITE DURING CONSTRUCTION.

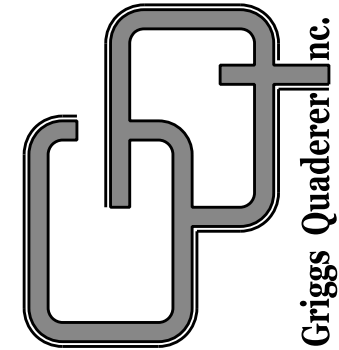
7. MISHA SAFETY REQUIREMENTS:
ALL WORK, CONSTRUCTION METHODS AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL SAFETY, OCCUPATIONAL, HEALTH AND ENVIRONMENTAL REGULATIONS AS WELL AS NFPA AND ANSI CODES AS APPLICABLE.

8. PRE-CONSTRUCTION MEETING:
CONTRACTOR SHALL ATTEND PRE-CONSTRUCTION MEETING FOR COORDINATION WITH MUNICIPALITY, AGENCIES AND UTILITY COMPANIES. ITEMS FOR DISCUSSION WILL INCLUDE SCHEDULE, INSPECTION SERVICES, TESTING OF PUBLIC UTILITIES AND FINAL AS-BUILT DOCUMENTS.

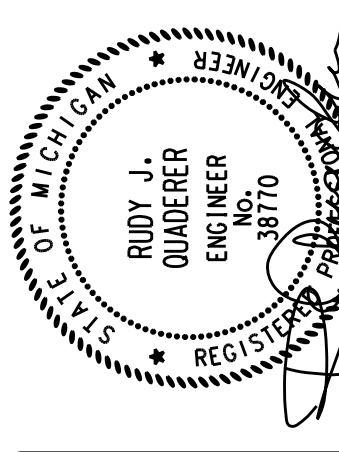
9. CONSTRUCTION INSPECTIONS & FINAL TESTING:
CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL INSPECTION AGENCIES THREE (3) WORKING DAYS PRIOR TO START OF CONSTRUCTION AND ARRANGE FOR ON-SITE INSPECTION. PUBLIC UTILITIES SHALL BE TESTED PER LOCAL AND COUNTY AGENCY REQUIREMENTS WITH INSPECTORS FROM BOTH AGENCIES PRESENT. THE CONTRACTOR SHALL NOT CONNECT TO THE EXISTING PUBLIC UTILITY UNTIL THE NEW UTILITY IS TESTED AND APPROVED BY THE AGENCIES.

STANDARD LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING		
STORM SEWER		
SANITARY SEWER		
WATER		
GAS LINE		
ELECTRIC LINE		
TELEPHONE LINE		
MANHOLE		
CATCH BASIN		
FIRE HYDRANT		
GATE VALVE & WELL		
POWER POLE		
LIGHT POLE		
CURB & GUTTER		
FENCE		
DECIDUOUS TREE		
EVERGREEN TREE		
EASEMENT		
WETLAND BOUNDARY		
SIGN		
ASPHALT SURFACE		
CONCRETE SURFACE		
SOIL BORING		
SPOT ELEVATION		
CONTOUR LINE		

Griggs Quaderer, Inc.
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GRAND BLANC, MI 48439
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FX: (810) 695-0158
CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING



PHASE: 180301 CONCP
C000

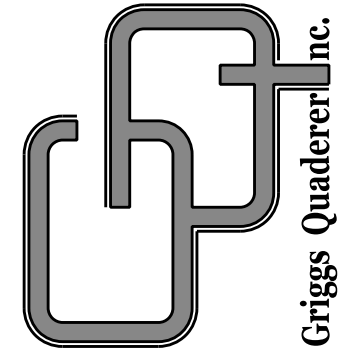


NO.	DATE	REVISION OR ISSUE
05-12-22	REISSUED TO TYRONE TWP.	
05-02-22	REISSUED TO TYRONE TWP.	
02-09-22	ISSUED TO TYRONE TWP FOR SPA	
01-17-22	OWNER REVIEW	

DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
TYRONE TWP, LIVINGSTON COUNTY, STATE OF MICHIGAN
FAUSSETT RD @ OLD US-23

Griggs Quaderer, Inc.
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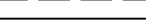
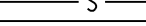

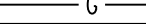

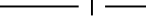










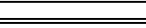
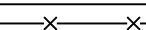
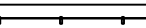

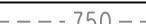


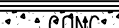
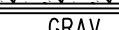
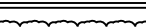




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A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWN 4-NORTH, RANGE 6-EAST, TYRONE TOWNSHIP, LIVINGSTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE UTILITIES AS SHOWN ON THIS DOCUMENT WERE EITHER VERIFIED BY AN ACTUAL FIELD SURVEY OR WERE PLOTTED IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. CRIGGS QUADRAMER MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN INCLUDE ALL UTILITIES THAT MAY BE PRESENT. CRIGGS QUADRAMER SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CRIGGS QUADRAMER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH CRIGGS QUADRAMER DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE USER OF THIS DOCUMENT SHOULD NOT RELY ON THE INFORMATION FOR ANY FIELD MEASUREMENTS. UTILITY PIPE SIZES AS SHOWN ON THIS DOCUMENT WERE OBTAINED EITHER BY RECORD PLAN INFORMATION OR BY FIELD MEASUREMENTS. CRIGGS QUADRAMER CAN NOT GUARANTEE THE ACCURACY OF THE PIPE SIZES OR THE LOCATIONS EITHER BY FIELD MEASUREMENTS OR BY RECORD DATA. CRIGGS QUADRAMER SHALL NOT BE HELD RESPONSIBLE FOR ANY DISCREPANCIES REGARDING THESE UTILITIES.

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34'
SOUTH OF C FAUSSETT ROAD, 47' WEST OF C OLD US-23 ROAD AND 13'
NORTHWEST OF A BEEHIVE CATCH BASIN.
ELEVATION = 967.54


STANDARD LEGEND	
DESCRIPTION	EXISTING
BUILDING	
STORM SEWER	
SANITARY SEWER	 S
WATER	 W
GAS LINE	 G
ELECTRIC LINE	 E
TELEPHONE LINE	 T
MANHOLE	 O
CATCH BASIN	 
FIRE HYDRANT	
VALVE	
UTILITY POLE W/GUY WIRE	
UTILITY RISER	 
LIGHT POLE	
SIGN	
CURB & GUTTER	
FENCE	
GUARD RAIL	
INVERT ELEVATION	 E 6" 750.00
CONTOUR	 --- 750 ---
SPOT ELEVATION	 750.00
ASPHALT SURFACE	 ASPH.
CONCRETE SURFACE	 CONC.
GRAVEL SURFACE	 GRAV.
TREE LINE	
TREE	 

**US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS**

Griggs Quaderer, Inc.

33308 OFFICE PARK DRIVE
GRAND BLANC, MI 48439
WWW.GQINCORP.COM
PH: (810) 695-0154
FX: (810) 695-0158

**CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING**

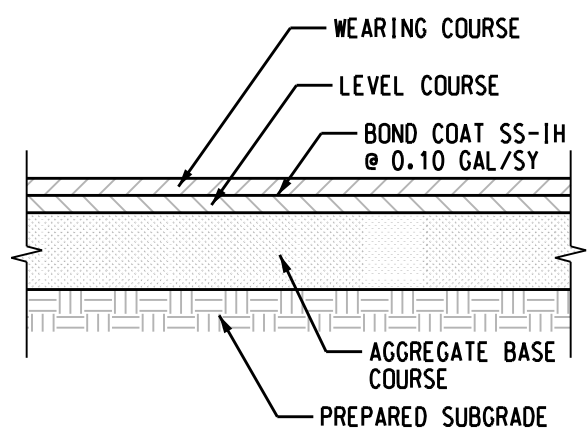


Griggs Quaderer Inc.

JOB NO.: 180301 PHASE: CONCB

C100

$\frac{1}{\sqrt{2}} \left(\begin{array}{c} \cos(\theta) \\ \sin(\theta) \end{array} \right)$



LIGHT DUTY PAVEMENT SECTION



ROAD RIGHT-OF-WAY PAVEMENT SECTION



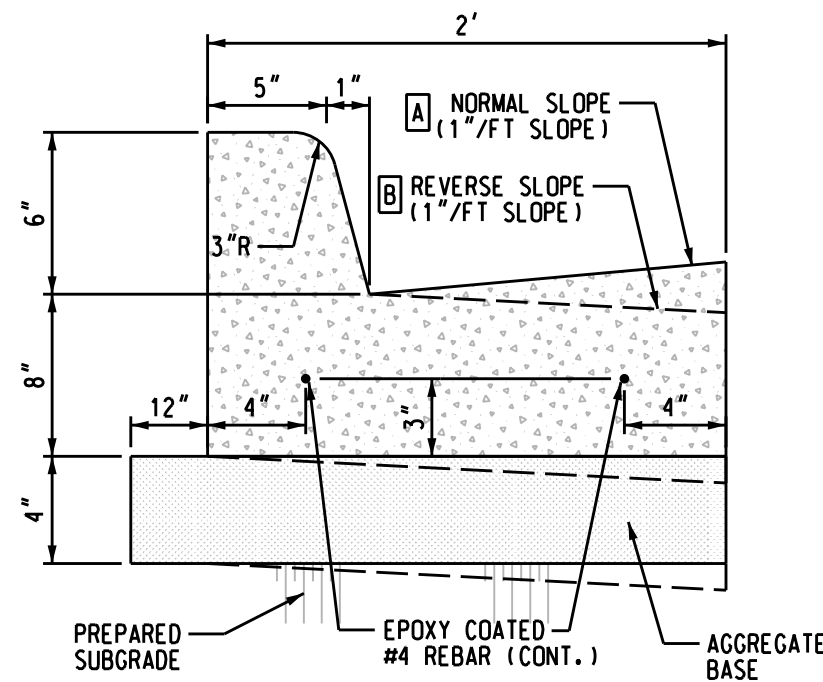
WEARING COURSE - 2" MDOT 13A
LEVEL COURSE - 2" MDOT 13A

WEARING COURSE - 2" MDOT 13A
LEVEL COURSE - 4" MDOT 3C

AGGREGATE BASE - 8" MDOT 21AA CRUSHED LIMESTONE

AGGREGATE BASE - 10" MDOT 21AA CRUSHED LIMESTONE

NOTE: AS AN ALTERNATE, CONTRACTOR IS ALLOWED TO SUBSTITUTE MDOT 21AA CRUSHED CONCRETE FOR THE AGGREGATE BASE.

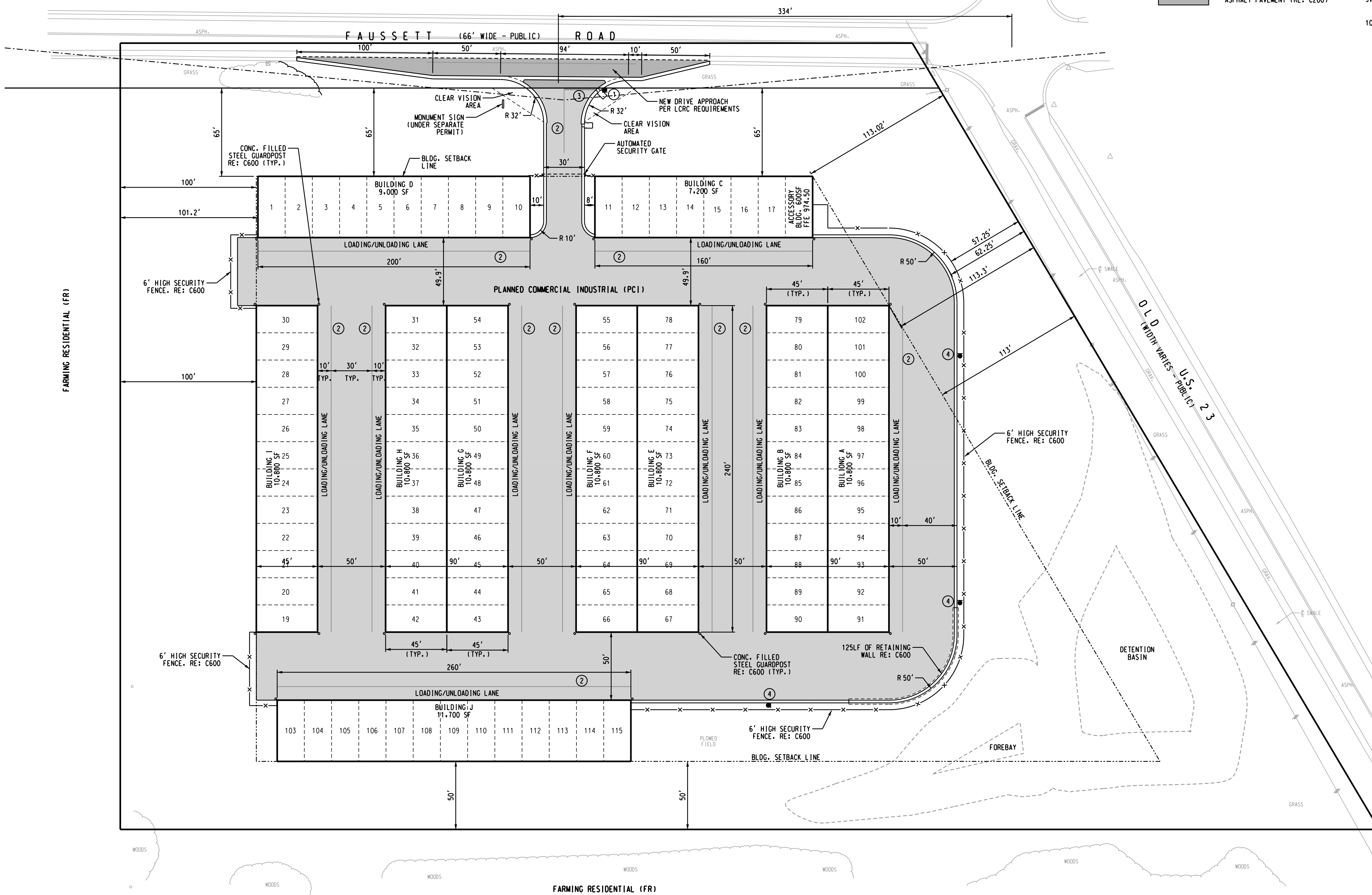


PROVIDE CONTROL JOINTS AT 10 FEET MAXIMUM SPACING AND DOWELED EXPANSION JOINTS AT 100 FEET MAXIMUM INTERVALS AND AT RADIUS POINTS

CURB & GUTTER DETAIL

NO SCALE ON-SITE ONLY

FARMING RESIDENTIAL (FR)



PAVEMENT MARKING & SIGNAGE NOTES:

1. PARKING STALL WIDTH DIMENSIONS ARE TO CENTERLINE OF STRIPING.
2. ALL PAVEMENT MARKINGS SHALL BE 4" WIDE WHITE PAINT STRIPING UNLESS OTHERWISE INDICATED. ALL BARRIER FREE STRIPING SHALL BE COLORED BLUE AND IN ACCORDANCE WITH THE LATEST ADA STANDARDS FOR ACCESSIBLE DESIGN.
3. CONTRACTOR SHALL NOT APPLY TRAFFIC MARKING PAINT ON NEW ASPHALT UNTIL PAVEMENT HAS CURED A MINIMUM OF SEVEN (7) DAYS.
4. PAINT SHALL BE APPLIED WITH MECHANICAL EQUIPMENT TO PRODUCE UNIFORM STRAIGHT EDGES. APPLY IN TWO COATS AT MANUFACTURER'S RECOMMENDED RATES TO PROVIDE MINIMUM 10.0 TO 15.0 MILS WET THICKNESS.
5. ALL TRAFFIC CONTROL SIGNS SHALL CONFORM WITH ALL REQUIREMENTS AS STIPULATED IN THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. NUMBER OF PARKING SPACES (FOR INFORMATION ONLY)

LEGEND:

- LIGHT DUTY ASPHALT PAVEMENT (RE: C200)
- ROAD RIGHT-OF-WAY ASPHALT PAVEMENT (RE: C200)

SITE LAYOUT NOTES:

1. COORDINATES AND/OR DIMENSIONS SHOWN ON THIS DOCUMENT ARE TO BACK OF CURB, OUTSIDE FACE OF BUILDING FOUNDATIONS, EDGE OF PAVEMENT, CENTER OF STRUCTURE, CENTERLINE OF STRIPING UNLESS NOTED OTHERWISE.
2. NO DIMENSIONS SHALL BE SCALED OFF THE DOCUMENTS. REFER UNCLEAR ITEMS TO THE ENGINEER FOR INTERPRETATION.
3. PROVIDE ADEQUATE BARRICADES AT DRIVES, ENTRANCES, EXCAVATIONS AND OTHER OPENINGS TO KEEP OUT UNAUTHORIZED PERSONS AND FOR PUBLIC SAFETY AND TRAFFIC CONTROL. SAFETY PROVISIONS OF APPLICABLE LAWS SHALL BE OBSERVED AT ALL TIMES. BARRICADES LEFT IN PLACE AT NIGHT SHALL BE LIGHTED.
4. NO EQUIPMENT OR MATERIAL STORAGE IS PERMITTED WITHIN THE ROAD RIGHT-OF-WAY.
5. CONTRACTOR'S MANNER AND METHOD OF INGRESS AND EGRESS WITH RESPECT TO THE PROJECT AREA SHALL IN NO WAY PROHIBIT OR DISTURB NORMAL PEDESTRIAN OR VEHICULAR TRAFFIC IN THE VICINITY AND IS SUBJECT TO REGULATION AND WRITTEN APPROVAL OF APPROPRIATE GOVERNING AGENCIES.
6. RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE DITCHES, AND OTHER PUBLIC OR PRIVATE STRUCTURES THAT ARE DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AND TO THE SATISFACTION OF THOSE HAVING JURISDICTION.
7. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, SLAB AND UNDERBERD THICKNESS.
8. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CONSTRUCTION LAYOUT AND GRADE ELEVATIONS FOR THEIR WORK IN ACCORDANCE WITH DATA SHOWN ON DOCUMENTS.
9. VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
10. EXCAVATED AREAS WITHIN PROPOSED BUILDING AND PAVEMENT AREAS SHALL BE BACKFILLED TO FINISHED SUBGRADE ELEVATION WITH STRUCTURAL FILL (MDOT CLASS 11 SAND). THE SAND SHALL BE COMPACTED IN CONTINUOUS LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D 1557 MODIFIED PROCTOR.

LAND USE INFORMATION:

CURRENT ZONING:	PLANNED COMMERCIAL INDUSTRIAL (PCI)
PROPOSED ZONING:	PLANNED COMMERCIAL INDUSTRIAL (PCI)
CURRENT USE:	VACANT
PROPOSED USE:	INDIVIDUAL STORAGE UNITS (TOTAL 115)
TOTAL SITE AREA:	435,600 SF
TOTAL BUILDING AREA:	103,500 SF
LOT COVERAGE BY BLDG:	23.8%
TOTAL IMPERVIOUS AREA:	205,203 SF
LOT COVERAGE BY IMPERVIOUS:	47.1%

BUILDING SETBACK INFORMATION		
YARD	SETBACK PER ORDINANCE	VARIANCE OBTAINED
FRONT	100' (FAUSSETT), 150' (OLD US23)	65' (FAUSSETT), 113' (OLD US23)
SIDE	100'	-
REAR	100'	50'

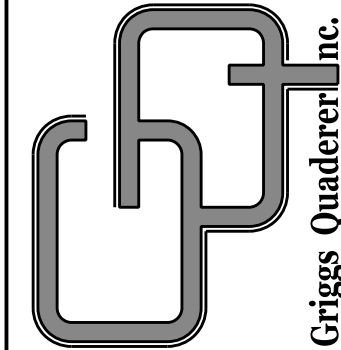
MARKING / SIGNAGE LEGEND:

- ① STOP SIGN (R1-1)
- ② 4" SINGLE SOLID LINE, YELLOW
- ③ 24" WIDE STOP LINE, WHITE
- ④ NO PARKING - FIRE LANE
- NO PARKING / NO DRIVING AREAS
- 4" WIDE WHITE PAINT STRIPING
- 2" ON CENTER @ 45' REFER TO PAVEMENT MARKING NOTE #2 FOR BARRIER FREE PARKING

US23 STORAGE DEVELOPMENT NEW SELF STORAGE CONDOMINIUMS

Griggs Quaderer, Inc.

8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48499
PH: (810) 695-0154
FX: (810) 695-0158



PHASE: 180301

CONCP

C200

CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING

Griggs Quaderer, Inc.
Established 2004

FILE LOCATION: C:\Users\quaderer\OneDrive\Griggs Quaderer\Projects\180301\180301-0200.dgn

DATE: 5/12/2022 TIME: 7:49:27 AM

REVISION OR ISSUE

NO. DATE

05-12-22 REISSUED TO TYRONE TWP.

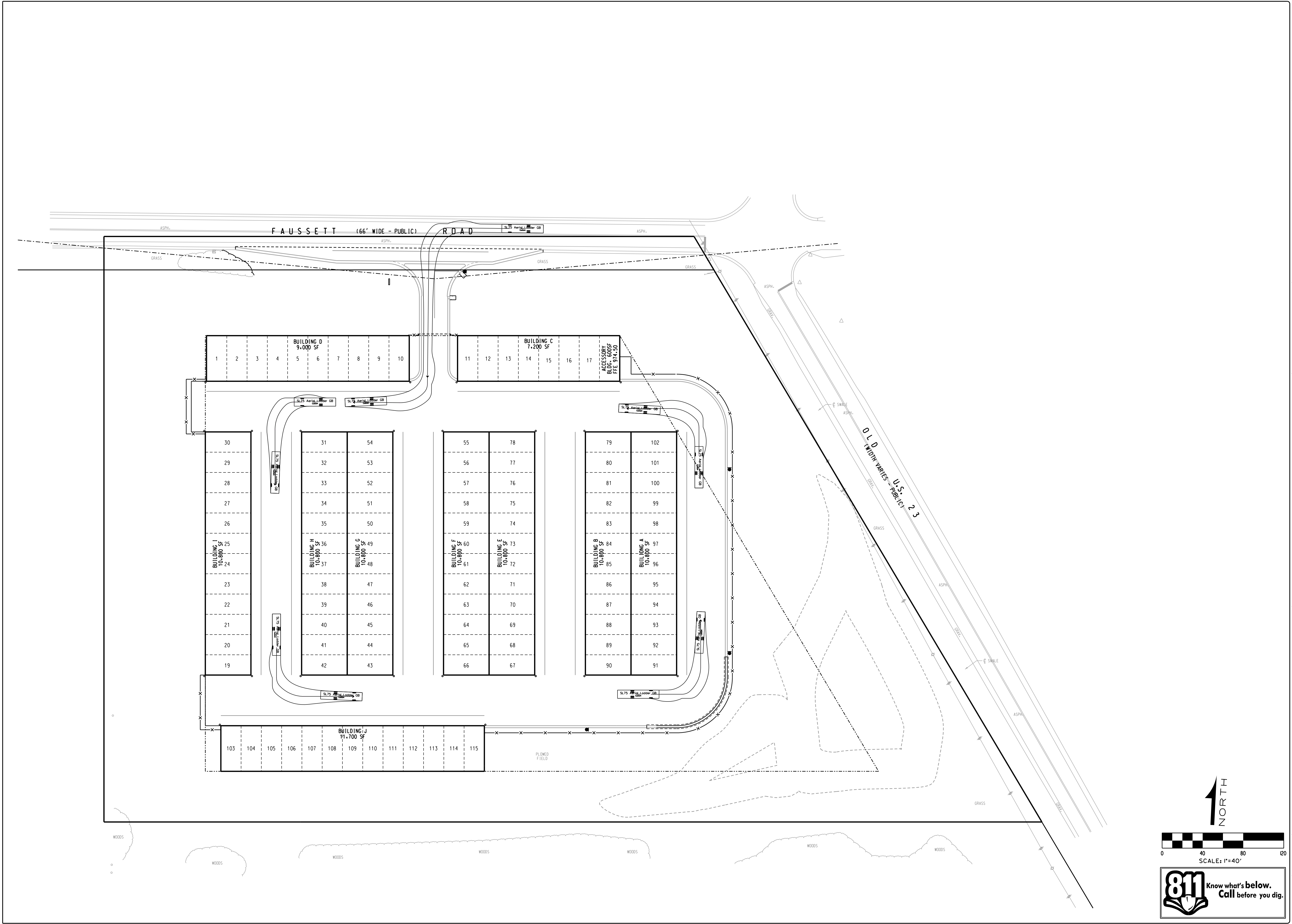
05-02-22 REISSUED TO TYRONE TWP.


02-09-22 ISSUED TO TYRONE TWP FOR SPA

01-17-22 OWNER REVIEW

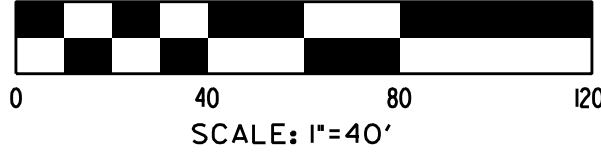
SUBJECT

REVISION OR ISSUE






Know what's below.
Call before you dig.



0 40 80 120
SCALE: 1"=40'



NORTH

Griggs Quaderer, Inc.
8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48439
PH: (810) 695-0154
FX: (810) 695-0158
WWW.GQINCORP.COM



Griggs Quaderer, Inc.
Established 2004

PHASE: 1
JOB NO.: 180301
CONCP

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS

TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
FAUSSETT RD @ OLD U.S. 23

WB50 TRUCK MANEUVERING PLAN

DATE: 5/12/2022 TIME: 7:49:27 AM

DRAWN: BRZEZINSKI
DESIGNED:
CHECKED:
FIELD CREW

05-12-22 REISSUED TO TYRONE TWP.
05-02-22 REISSUED TO TYRONE TWP.
02-09-22 ISSUED TO TYRONE TWP FOR SPA
01-17-22 OWNER REVIEW

NO. DATE REVISION OR ISSUE

REGISTERED PROFESSIONAL ENGINEER
RUDY J. QUADERER
ENGINEER
EXPIRATION DATE 12/31/2024
STATE OF MICHIGAN
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION DATE 12/31/2024
STATE OF MICHIGAN

SEAL

JOB NO.: 180301 PHASE: CONCP

C300

SEDIMENT BASIN					INITIAL VOL 0 CF
Elevation	Incremental Volume	Cumulative Volume	cu ft	cu ft	
POND BOTTOM	955.50	0.0	0.0		
955.50		204.5	204.5		
956.00	652.0	856.5			
957.00	1009.2	1865.7			
957.50	1418.6	3284.3			
958.00	1891.4	5175.7			
958.50	2471.6	7647.3			
959.00	3033.0	10680.3			
1ST FLUSH VOL 10,387 CF					
DETENTION BASIN					INITIAL VOL 0 CF
Elevation	Incremental Volume	Cumulative Volume	cu ft	cu ft	
POND BOTTOM	953.50	0.0	0.0		
954.00	65.3	65.3			
954.50	1350.4	1415.7			
955.00	1796.5	3212.2			
955.50	2271.5	5483.8			
956.00	2794.8	8284.6			
956.50	3348.9	11633.5			
957.00	3940.5	15573.9			
957.50	4578.5	20152.5			
958.00	5296.2	25448.6			
958.50	6099.6	31548.2			
959.00	17814.4	49362.6			
959.50	11994.3	61356.9			
959.61	14034.7	75391.6			
960.00					
960.30	5349.1	84740.7			
TOP POND VOL 84,741 CF					

Runoff Coefficient Calculations													
Drainage Area	Pervious			Impervious			Roof Top			Runoff			Drainage Area
	Area (ft²)	Area (Acre)	C	Area (ft²)	Area (Acre)	C	Area (ft²)	Area (Acre)	C	Area (ft²)	Area (Acre)	C	
A	0.0	0.00	0.20	20790.0	0.48	0.90	19772.0	0.45	0.95	40562.0	0.93	0.92	A
B	0.0	0.00	0.20	35954.0	0.83	0.90	27136.0	0.62	0.95	63090.0	1.45	0.92	B
C	0.0	0.00	0.20	27017.0	0.62	0.90	25650.0	0.59	0.95	52667.0	1.21	0.92	C
D	0.0	0.00	0.20	26213.0	0.60	0.90	32025.0	0.53	0.95	49238.0	1.13	0.92	D
E	43998.0	1.01	0.20	0.0	0.0	0.90	5400.0	0.12	0.95	49398.0	1.13	0.28	E
F	20525.0	0.47	0.20	0.0	0.0	0.90	4500.0	0.10	0.95	25025.0	0.57	0.33	F
G	30951.0	0.71	0.20	0.0	0.0	0.90	5650.0	0.13	0.95	36701.0	0.84	0.32	G
H	94777.0	2.18	0.20	3432.0	0.08	0.90	3600.0	0.08	0.95	101809.0	2.34	0.25	H
Total	190151.0	4.37	0.20	113406.0	2.60	0.90	114933.0	2.64	0.95	418490.0	9.61	0.60	Total

Storm Design																
Runoff Entering Manhole No.	To Downstream Manhole No.	Area Designated For Added Area	Increment of Area (Acres) Added	Imperviousness	Equivalent Area	Accumulative Totals of Equivalent Areas	T		Q	D	S	L	V		Q	
							20 min. ▾	10 yr. ▾								
							Time of Concentration (min)	Rainfall Depth (in/minute)	Quantity of Rainfall (cfs)	Diameter (inch) of Pipe Out of Manhole	Slope (%) of Individual Gradient	Length (ft) of Line Between M.H.'s	Velocity (ft/s) Flowing Full	Time (min) of Flow to Next M.H.	Discharge Capacity (cfs)	
INL5	CB4	A	0.93	0.92	0.86	0.86	20.00	3.89	3.35	12 in	0.70%	140	4.95	4.7	3.89	
CB4	CB3	B	1.45	0.92	1.33	2.19	20.47	3.85	8.43	18 in	0.40%	140	4.90	0.48	8.66	
CB3	CB2	C	1.21	0.92	1.12	3.31	20.95	3.80	12.58	18 in	0.90%	138	7.35	0.31	12.99	
CB2	ES1	D	1.13	0.92	1.04	4.35	21.26	3.78	16.44	24 in	0.40%	92	5.94	0.26	18.65	
INL8	ES6	E	1.13	0.28	0.32	0.32	20.00	3.73	1.19	12 in	0.35%	144	3.50	0.69	2.75	
INL10	ES9	F	0.57	0.33	0.19	0.19	20.00	3.73	0.71	12 in	0.35%	144	3.50	0.69	2.75	
OVERL	BASIN	G	0.84	0.32	0.27	0.59	20.69	3.85	2.27	SWALE						
MH1	OUTLET	H	2.18	0.25	0.55	5.68	21.52	3.78	21.47	24 in	0.55%	92	6.96	0.22	21.87	

Runoff Summary	
Pre-Development Flow Rate (to US-23) =	4.97 ft³/sec
Post-Development Flow Rate (to US-23) =	1.92 ft³/sec
Post-Development Req. Volume =	64,310 ft³
Pre-Development Volume (to US-23) =	15,462 ft³
Post-Development Volume (to US-23) =	48,848 ft³

DIFFERENCE BETWEEN PRE & POST VOLUME - TO BE STORED PRIOR TO RELEASE TO US-23 R.O.W.

First Flush Storage

First flush volume is defined as the first 1/2 inch of runoff from the site

Site Information

Site Area (A) = 9.61 acre
C_w = 0.60
First Flush Height (H_{ff}) = 0.50 inch
First Flush Volume (V_{ff}) = 10387 ft³

$$V_{ff} = A \cdot H_{ff} \cdot C_w$$

Bank Full Storage

Bank Full Volume is generally defined as the total rain from a 1.5-year, 24-hour design storm and the equation as noted below:

Site Information

Site Area (A) = 9.61 acre
C_w = 0.60
Bank Full Volume (V_{bf}) = 46697 ft³

$$V_{bf} = 8160 \cdot A \cdot C_w$$

Pre-Development Flow Rate

Existing Drainage Area Hydrology

Existing Drainage Area

A = 8.91 acre

Existing Runoff Coefficient

C = 0.20

Intensity Calculation

Length (L) 1020 ft. (Cultivated Ground)

Upper H 991.6 ft.

Lower H 950.9 ft.

Δ H 40.7 ft.

Avg Slope 4.0%

Avg Velocity 0.75 ft/sec (Per NRCS average velocity chart)

Travel Time 22.7 min.

Flow Calculation

Initial TOC 20 min.

Total TOC 42.7 min.

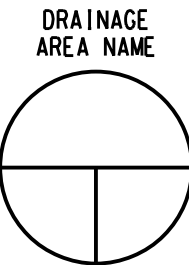
Event 10 yr.

Intensity 2.59

Flow (Q) 4.61 cfs

I = 175
t + 25

PRE-DEV. FLOW RATE



DRAINAGE AREA KEY

Pre-Development Detention Volume

Site Information

Design Return Period = 100 yr. yrs
Site Area (A) = 9.61 acre
C_w = 0.20
Outflow Rate = 0.20 cfs/acre
Allowable Outlet (Q_a) = 1.92 cfs
PRE-DEV STORAGE
Peak Storage = 15462 ft³

Required Pond Capacity

(1)	(2)	(3)	(4)	(5)	(6)	(7)	
Storm Duration Tc (min)	Storm Duration Tc (sec)	Inflow Volume 100 yr. (in/hr)	Design Constant C _w x A (K ₁)	Inflow Volume Q _{in} (cfs)	Outflow Volume Q _{out} (cfs)	Storage Rate Q _{in} - Q _{out} (cfs)	Peak Storage
5	300	9.17	2750	1.92	5284	576	4708
10	600	7.86	4714	1.92	9058	1153	7905
15	900	6.88	6188	1.92	11889	1729	10160
20	1200	6.11	7333	1.92	14091	2306	11785
30	1800	5.00	9000	1.92	17293	3459	13834
40	2400	4.23	10154	1.92	19510	4611	14899
50	3000	3.67	11000	1.92	21136	5764	15372
60	3600	3.24	11647	1.92	22379	6917	15462
90	5400	2.39	12913	1.92	24812	10376	14436
120	7200	1.90	13655	1.92	26238	13834	12403
150	9000	1.57	14143	1.92	27175	17293	9862
180	10800	1.34	14498	1.92	27837	20752	7085
240	14400	1.04	14943	1.92	28713	27669	1044
300	18000	0.85	15231	1.92	29265	34596	-5321
360	21600	0.71	15429	1.92	29645	41503	-11858
480	28800	0.54	15683	1.92	30134	55338	-25203
600	36000	0.44	15840	1.92	30436	69172	-38736
720	43200	0.37	15946	1.92	30640	83006	-52366

Post-Development Detention Volume

Site Information

Design Return Period = 100 yr. yrs
Site Area (A) = 9.61 acre
C_w = 0.60
Outflow Rate = 0.20 cfs/acre
Allowable Outlet (Q_a) = 1.92 cfs
POST-DEV STORAGE
Peak Storage = 64310 ft³
Forebay (5%) = 3216 ft³

Required Pond Capacity

(1)	(2)	(3)	(4)	(5)	(6)	(7)	
Storm Duration Tc (min)	Storm Duration Tc (sec)	Storm Intensity 100 yr. (in/hr)	Design Constant C _w x A (K ₁)	Inflow Volume Q _{in} (cfs)	Outflow Volume Q _{out} (cfs)	Storage Rate Q _{in} - Q _{out} (cfs)	Peak Storage
5	300	9.17	2750	5.72	15737	576	15161
10	600	7.86	4714	5.72	26979	1153	25826
15	900	6.88	6188	5.72	35409	1729	33680
20	1200	6.11	7333	5.72	41967	2306	39661
30	1800	5.00	9000	5.72	51505	3459	48046
40	2400	4.23	10154	5.72	58108	4611	53496
50	3000	3.67	11000	5.72	62950	5764	57196
60	3600	3.24	11647	5.72	66653	6917	59796
90	5400	2.39	12913	5.72	73898	10376	63522
120	7200	1.90	13655	5.72	78145	13834	64310
150	9000	1.57	14143	5.72	80936	17293	63643
180	10800	1.34	14498	5.72	82910	20752	62158
240	14400	1.04	14943	5.72	85517	27669	57848
300	18000	0.85	15231	5.72	87162	34596	52576
360	21600	0.71	15429	5.72	88293	41503	46790
480	28800	0.54	15683	5.72	89750	55338	34413
600	36000	0.44	15840	5.72	90648	69172	21476
720	43200	0.37	15946	5.72	91256	83006	8250

Outlet Control Bank Full

Orifice Calculations:

The bank full volume releases at a design rate so that it will empty between 36 hrs. and 48 hrs.

Allowable Release Rate

$$Q = C \cdot O \cdot \sqrt{2 \cdot g \cdot h}$$

Definitions:

9.61 A Existing Drainage Area (acres)
0.20 - Allowable outfall rate (ft³/s/acre)
0.10 Q_{ff} First flush outfall rate (ft³/s)
0.19 Q_{bf} Bank-full outfall rate (ft³/s)
0.163 Q₁₀₀ 100-yr outfall rate (ft³/s)
1.92 Q_a Total Allowable outfall rate (ft³/s)

0.62 C Orifice Coefficient
O Area of Orifice (ft²)
32.2 g Acceleration due to gravity (ft/s²)
5.43 h Maximum head condition at the design storage level (ft)

Maximum head condition:
958.93 h_{max} Maximum head elevation
953.50 h_{min} Minimum head elevation
h = h_{max} - h_{min}
h 5.43 ft

Solve for Area:
 $O = \frac{Q}{C \cdot \sqrt{2 \cdot g \cdot h}}$
Q_a 0.19 ft³/sec
O 0.02 ft²
O 2.36 in²

Use the following:
Diameter: 1 in.
No. of Holes: 3
Total Area: 2.36 in²
Drainage T: 44.4 hrs

Outlet Control 100-yr (Post Development)

Orifice Calculations:

The 100-yr orifice has been designed so that the total outfall of the first flush plus the bank full plus this orifice does not exceed the TOTAL ALLOWABLE outfall rate as noted below.

Allowable Release Rate

$$Q = C \cdot O \cdot \sqrt{2 \cdot g \cdot h}$$

Definitions:

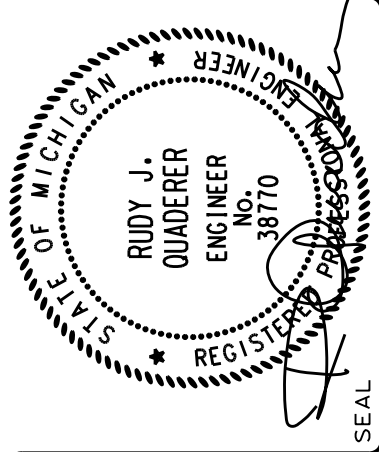
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0.10 Q_{ff} First flush outfall rate (ft³/s)
0.19 Q_{bf} Bank-full outfall rate (ft³/s)
1.63 Q₁₀₀ 100

GENERAL UTILITY NOTES:

1. ALL WORKMANSHIP AND MATERIALS FOR WATER MAIN, SANITARY, AND STORM SEWER SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF ALL LOCAL GOVERNING AGENCIES HAVING JURISDICTION. IN CASE OF DISCREPANCIES, THE CONTRACTOR SHALL COORDINATE WITH THE AGENCIES TO RESOLVE THESE ISSUES.
2. CONTRACTOR SHALL CONTACT "MISS DIG" (811) FOR LOCATION OF EXISTING UTILITIES WITHIN THE WORK AREA THREE (3) WORKING DAYS PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND STABILIZING (IF REQUIRED) ALL TRENCH EXCAVATIONS TO ACCOMPLISH WORK INDICATED ON PLANS AND TO ACHIEVE REQUIRED COMPACTION OPERATIONS AS INDICATED IN THE PROJECT SPECIFICATIONS OR ON THESE DOCUMENTS. DETERMINING, IF DETERMINED NECESSARY BY THE CONTRACTOR, WILL BE CONSIDERED INCIDENTAL TO THE INSTALLATION COST OF UTILITIES OR STRUCTURES.
4. UTILITY SERVICE LEADS SHALL END 5 FEET FROM THE BUILDING UNLESS NOTED OTHERWISE. COORDINATE WITH BUILDING CONTRACTOR (IF NECESSARY).
5. PROTECT AND MAINTAIN 18 INCH CLEARANCE AT ALL UTILITY CROSSINGS.
6. REFER TO TRENCH DETAIL(S) SHOWN ON THESE DOCUMENTS FOR BEDDING AND BACKFILL MATERIAL REQUIREMENTS.
7. TRENCH EXCAVATIONS SHALL BE COMPACTED IN CONTINUOUS LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D 1557 MODIFIED PROCTOR.
8. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
9. CONTRACTOR SHALL COORDINATE INSTALLATION OF GAS, ELECTRIC, AND TELEPHONE WITH THE APPROPRIATE UTILITY COMPANIES.
10. TESTING PROCEDURES FOR SANITARY AND WATER MAIN SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ALL GOVERNING AGENCIES AND HAVE INSPECTORS PRESENT DURING THE TESTING PROCEDURES. ALL TESTING MUST BE APPROVED BY ALL GOVERNING AGENCIES PRIOR TO CONNECTION INTO EXISTING UTILITIES.
11. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.
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17. SAND BACKFILL (MOOT CL.11) COMPACTED TO 95% DENSITY

BENCHMARKS (NAVD88):

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF C FAUSSETT ROAD, 47' WEST OF C OLD US-23 ROAD AND 13' NORTHWEST OF A BEEHIVE CATCH BASIN. ELEVATION = 967.54

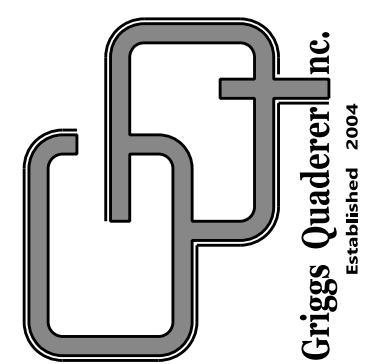


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DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

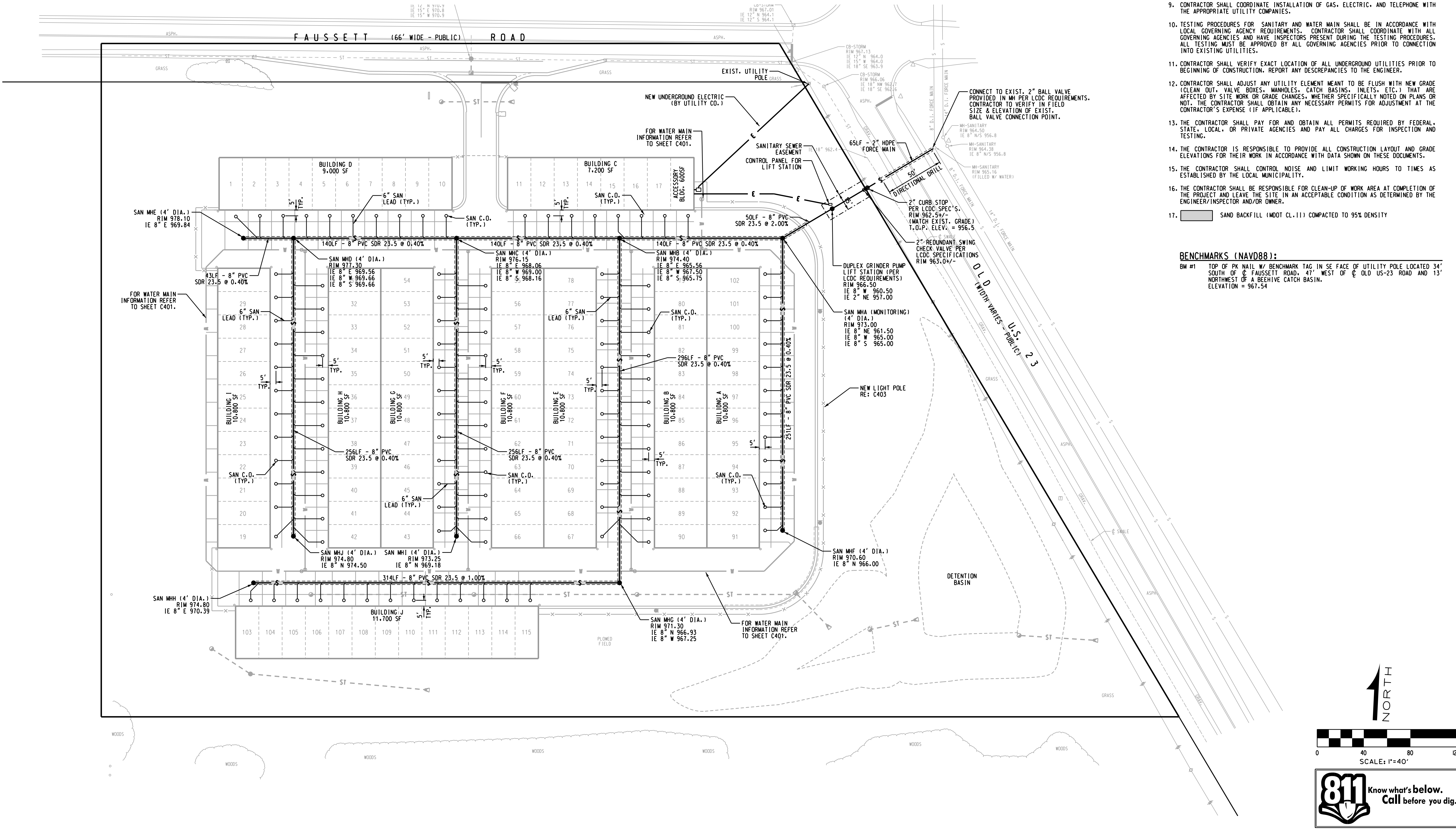
US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

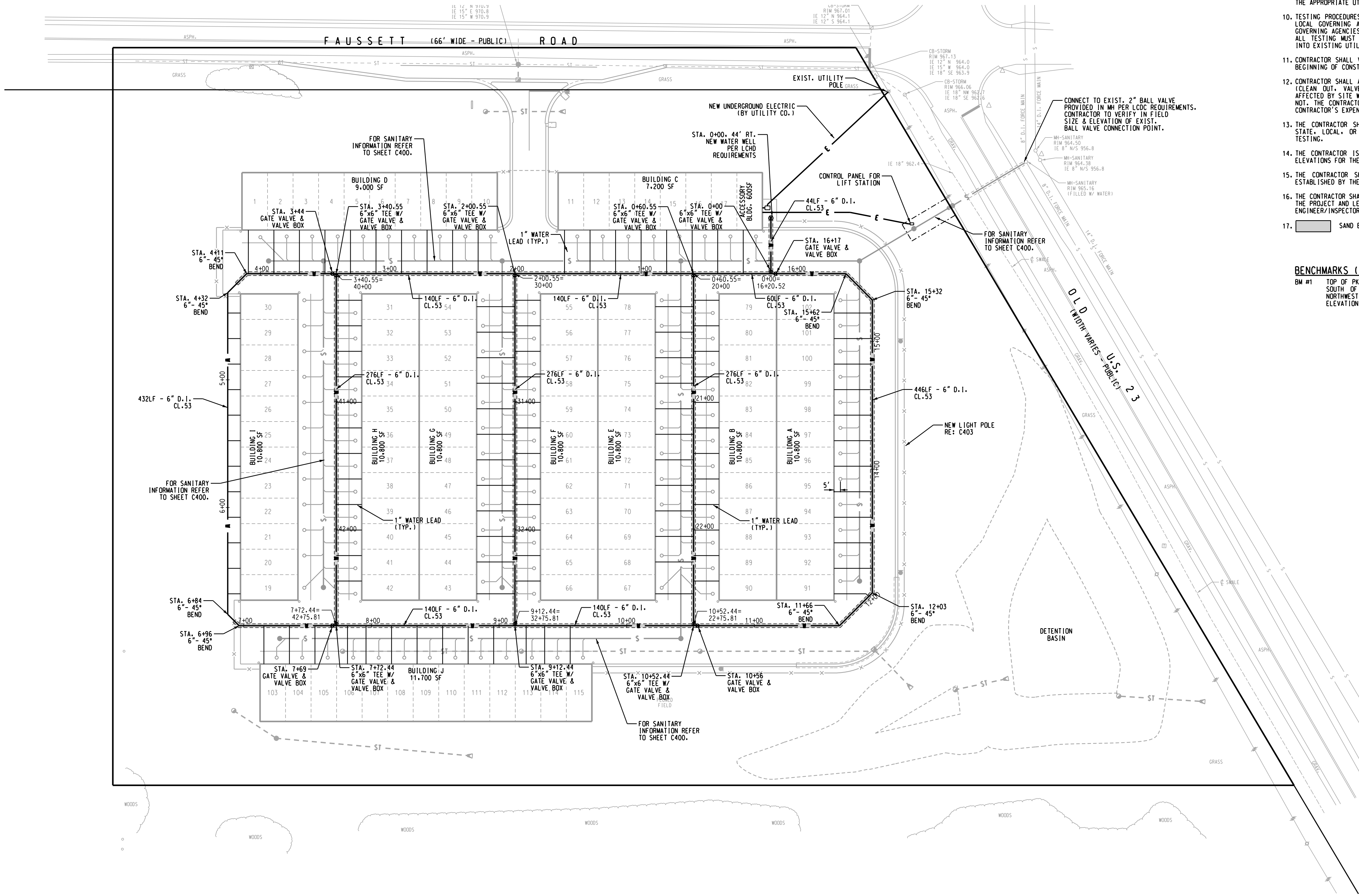
Griggs Quaderer, Inc.
8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48499
PH: (810) 695-0154
FX: (810) 695-0158
WWW.GQINCORP.COM



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SITE PLANNING
180301
C400

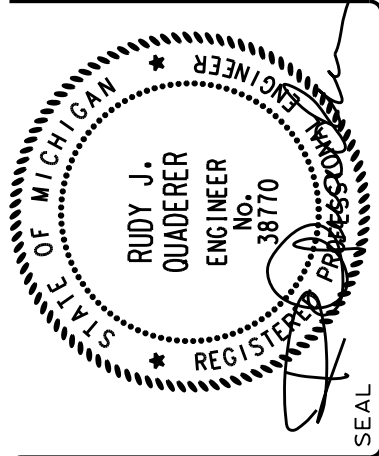
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ELEVATION = 967.54

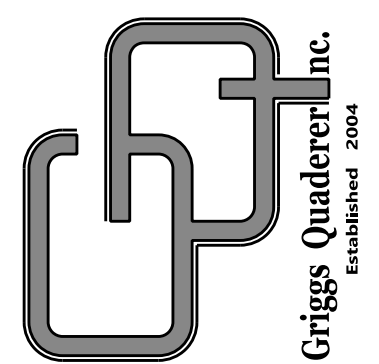


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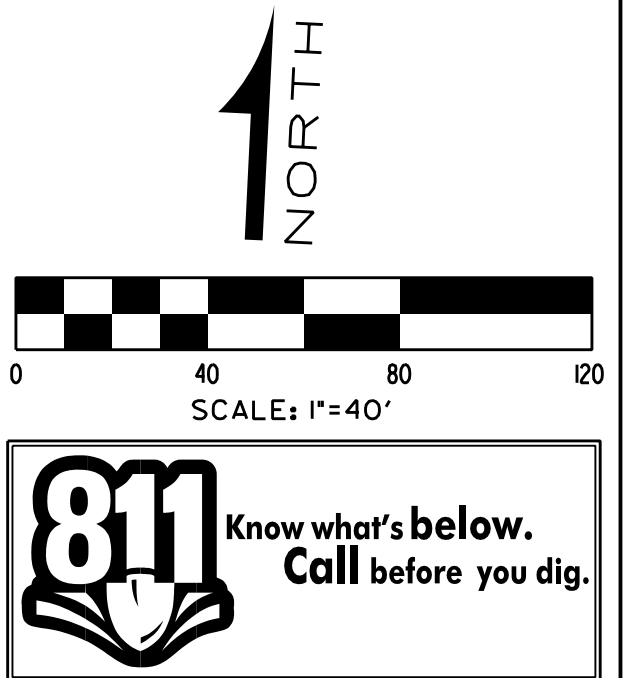
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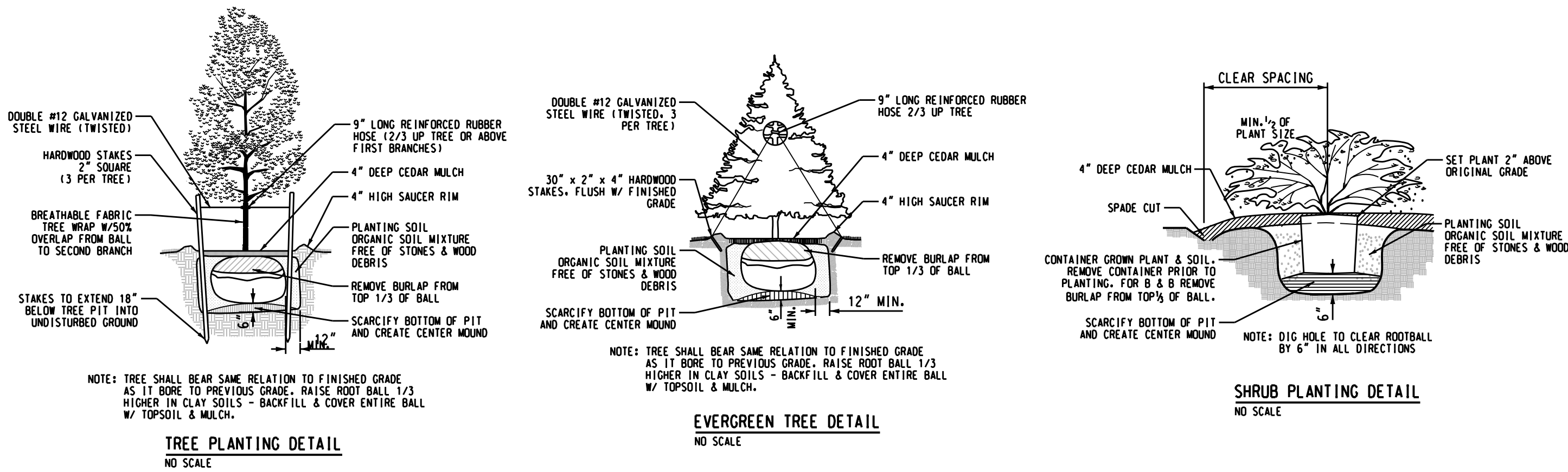
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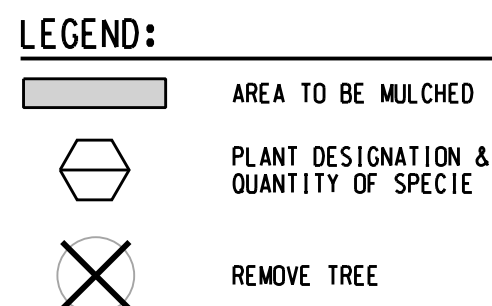


PHASE: 180301 CONCP
JOB NO.: 180301
C401





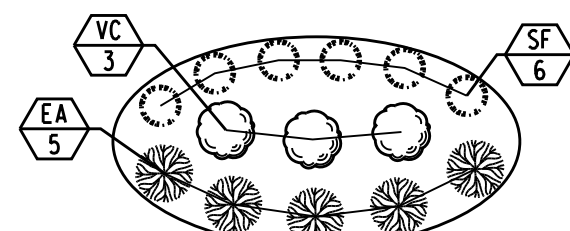
PLANTING REQUIREMENTS		
LOCATION	MINIMUM REQUIREMENT	PROVIDED
MIXTURE OF TREES (SECT. 21A.04, A.2)	1 TREE PER 3,000 SF OF UNPAVED AREA = 222,136 SF/3,000 = 74 TREES REQ'D.	76 TREES PROVIDED
PARKING LOT LANDSCAPING (SECT. 21A.04, D.1)	LANDSCAPE RATIO SHALL BE 15SF PER PARKING SPACE = 25(15) = 375SF	460SF PROVIDED (REFER TO THIS SHEET)



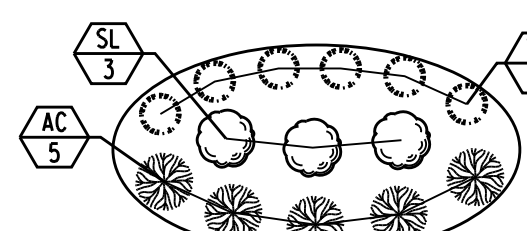
SEED MIXTURE #1 LAWN AREA			
COMMON NAME	PROPT BY WGT.	PERCENT OF PURITY	PERCENT GERMINATION
KENTUCKY BLUE GRASS	20%	97%	80%
RED FESCUE	60%	97%	80%
PERENNIAL RYE GRASS	20%	97%	80%
TOTAL SEEDING RATE:	100%	8 LBS./1000 SQ. FT.	

SEED MIXTURE #2 GRASS AREAS	
COMMON NAME	CATEGORY
WILDFLOWER & GRASS MIX (BY ERNST SEEDS OR APPROVED EQUAL)	UPLAND & MEADOWS
TOTAL SEEDING RATE:	100% 20 LBS./ACRE

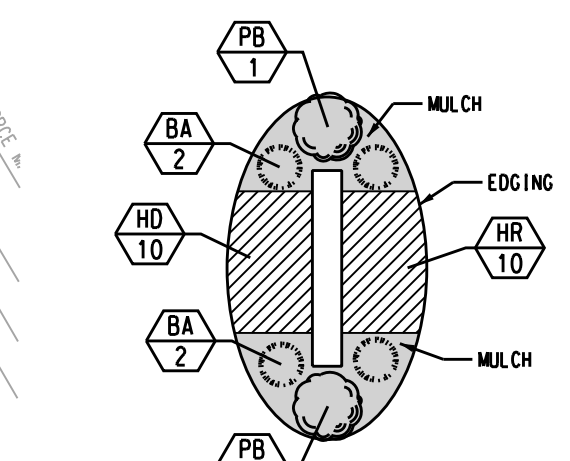
- LANDSCAPING NOTES:
- INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS LATEST EDITION.
 - PRIOR TO BEGIN OF LANDSCAPE WORK, CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES. CONTRACTOR SHALL CONTACT MISS DIG (811) FOR LOCATIONS OF ALL PRIVATE UTILITIES. ANY DAMAGE OR INTERRUPTIONS OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE WORK CONDITIONS TO OWNER PRIOR TO COMMENCING WORK.
 - NUMERICAL VALUE OF PLANT MATERIAL SHOWN SHALL TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY AND REPORT ANY DISCREPANCIES WITH LANDSCAPE ARCHITECT.
 - SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE MUNICIPALITY AND/OR GOVERNING AGENCY PRIOR TO COMMENCING.
 - NEW LANDSCAPE BEDS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS TO A MINIMUM DEPTH OF 24" AND BACKFILLED WITH GOOD MEDIUM TEXTURED ORGANIC PLANTING SOIL FREE OF ROCKS LARGER THAN 1".
 - PROTECT EXISTING TREES TO REMAIN WITH TEMPORARY FENCING PLACED AT THE DRIP LINE. NO GROUND DISTURBANCE OR STORAGE OF MATERIAL SHALL OCCUR WITHIN THE DRIP LINE LIMITS.
 - COORDINATE PLACEMENT OF PLANTS WITH UNDERGROUND UTILITY LOCATIONS. MAKE ADJUSTMENTS AS REQUIRED TO AVOID PLANTING OVER THE UTILITIES. DO NOT PLANT SHADE OR EVERGREEN TREES BELOW OVERHEAD WIRES. IF CONFLICT OCCURS, CONTACT LANDSCAPE ARCHITECT TO ADJUST LOCATION OF TREES.
 - BACKFILL ISLANDS FROM SUBGRADE TO THE TOP OF CURB WITH ON-SITE TOPSOIL UNLESS OTHERWISE NOTED ON PLAN. FINISHED GRADE IN CENTER OF ISLAND SHALL BE 4" TO 6" HIGHER THAN TOP OF CURB TO PROVIDE POSITIVE DRAINAGE TO PERIMETER OF CURB ISLAND.
 - PLACE 4" THICK BY 4" DIAMETER SHREDDED CEDAR OR CYPRESS BARK MULCH RING AT THE BASE OF ALL NEW TREES IN LAWN AREA. CUT LAWN AREA IN A SMOOTH UNIFORM CIRCULAR LINE.
 - EXISTING ON-SITE TREES TO REMAIN SHALL BE PROPERLY PRUNED, TRIMMED, THINNED AND SHAPED BY A QUALIFIED NURSERYMAN OF ARBORIST. ALL DEAD LIMBS AND BRANCHES SHALL BE REMOVED FROM SITE.
 - UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN AREAS SHALL RECEIVE LANDSCAPE EDGING AS DETAILED ON PLAN.
 - ALL LANDSCAPING SHALL BE COMPLETED WITHIN 6 MONTHS OF COMPLETION OF BUILDING.
 - ALL STAKING MATERIALS AND WRAPPING SHALL BE REMOVED OFF SITE WITHIN ONE YEAR AFTER INSTALLATION.
 - LANDSCAPING ITEMS SHALL NOT INTERFERE WITH THE CLEAR VISION AREAS. TREES WITHIN PARKING LOT ISLANDS SHALL HAVE A CLEAR VIEW OF 4'-6" MINIMUM TO THE FIRST BRANCH AT MATURITY.
 - ALL PLANT MATERIALS INCLUDING LAWN AREAS SHALL BE WATERED, FERTILIZED, TRIMMED, MOWED AND GENERALLY MAINTAINED BY THE CONTRACTOR IN A HEALTHY GROWING CONDITION FOR A PERIOD OF 30 DAYS AFTER FINAL COMPLETION AND AFTER LAWN IS CUT FOR FIRST TIME. CONTRACTOR SHALL SUBMIT A ONE (1) YEAR WARRANTY FROM COMPLETION DATE AND BE RESPONSIBLE TO REPLACE ANY DISEASED OR DEAD PLANT MATERIAL WITHIN THAT PERIOD OF TIME WITHOUT ANY COST TO THE OWNER.



LANDSCAPE BED 'A'



LANDSCAPE BED 'B'

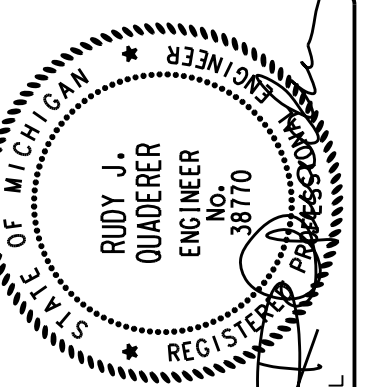
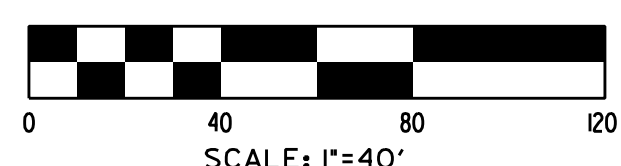
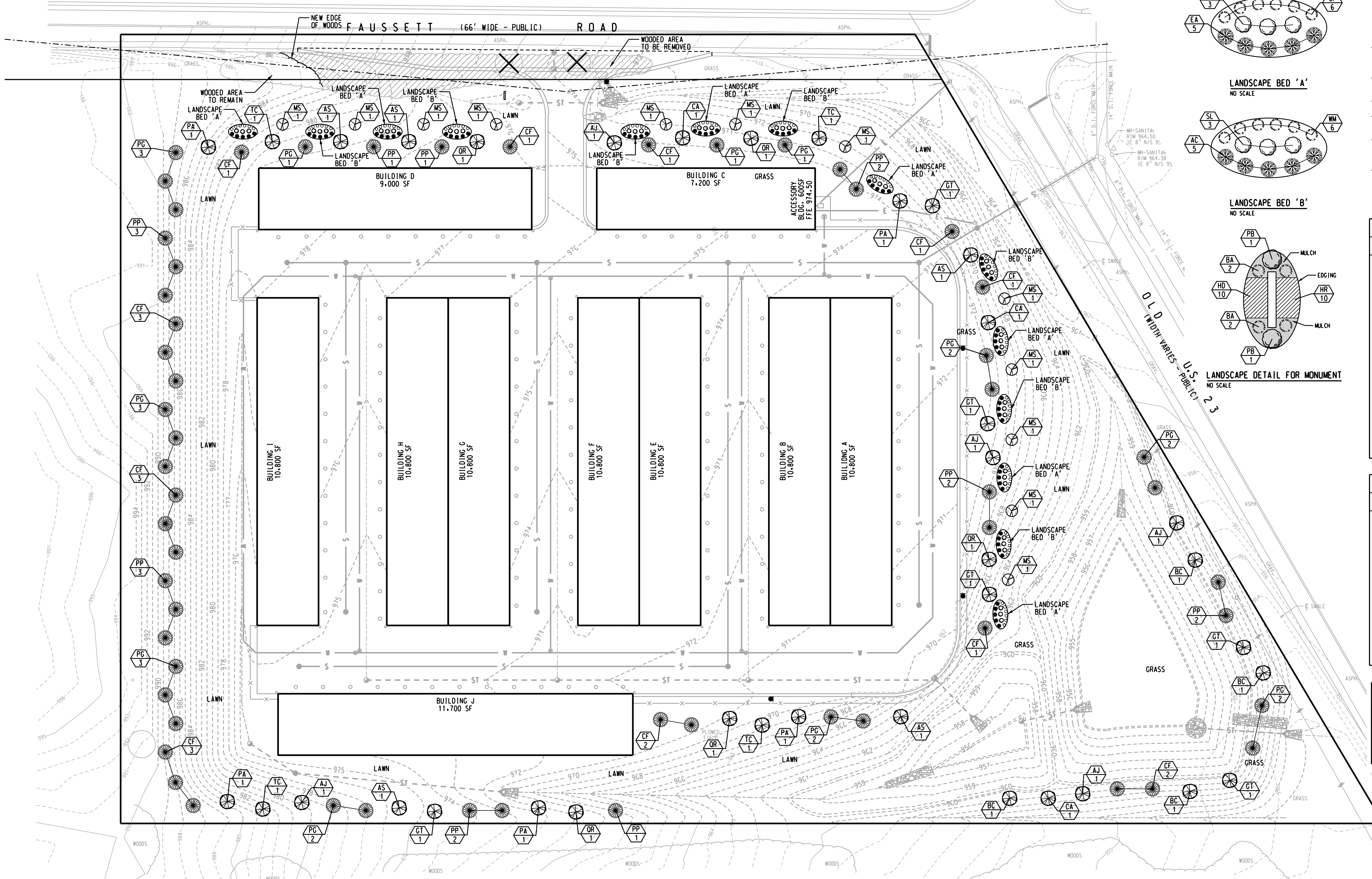


LANDSCAPE DETAIL FOR MONUMENT

TREE SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
AJ	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2.5" CAL	5
AS	ACER SACCHARUM 'COMMEMORATION'	COMMEMORATION SUGAR MAPLE	2.5" CAL	5
BC	BETULA NIGRA 'CULY'	HERITAGE RIVER BIRCH	6' HT	4
CA	CARPINUS CAROLINIANA	AMERICAN HORNBEEAM	2.5" CAL	3
CF	ABIES CONCOLOR	CONCOLOR FIR	6' HT	19
GT	GLEDITSIA TRIACANTHOS INERMIS	HONEYLOCUST	2.5" CAL	6
MS	MALUS 'SUGAR TYME'	SUGAR TYME CRABAPPLE	2" CAL	12
PA	PYRUS CALLARYANA 'ARISTOCRAT'	ARISTOCRAT PEAR	2.5" CAL	5
PG	PICEA GLAUCA	WHITE SPRUCE	6'-8" HT	22
PP	PICEA PUNGENS	COLORADO SPRUCE	6'-8" HT	17
OR	QUERCUS ELLIPSOIDALIS	NORTHERN PIN OAK	2.5" CAL	5
TC	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2.5" CAL	4

SHRUB SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
AC	AMELANCHIER LAEVIS 'CUMULUS'	CUMULUS SERVICEBERRY	4' HT	35
BA	BERBERIS ATROPURPUREA 'CRIRUZAM'	CRIMSON RUBY BARBERRY	18" HT	4
EA	EUONYMUS ALATAS 'COMPACTUS'	COMPACT BURNING BUSH	24" HT	35
PB	POTENTILLA FRUTICOSA 'GOLDFINGER'	GOLDFINGER POTENTILLA	NO. 3 CONT	2
SF	SPIREA JAPONICA 'GOLDMOUND'	GOLD MOUND SPIREA	NO. 3 CONT	42
SL	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	NO. 3 CONT	21
TT	THUJA OCCIDENTALIS 'MISSION'	TECHNY ARBOVITAE	5' HT	21
VC	VIBURNUM X BURKWOODII	BURKWOOD VIBURNUM	NO. 5 CONT	21
WM	WEIGELA FLORIDA 'MINUET'	MINUET WEIGELA	NO. 3 CONT	42

PERENNIALS/GRASSES/ANNUALS SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
HD	HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	NO. 2 CONT	10
HR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	NO. 2 CONT	10

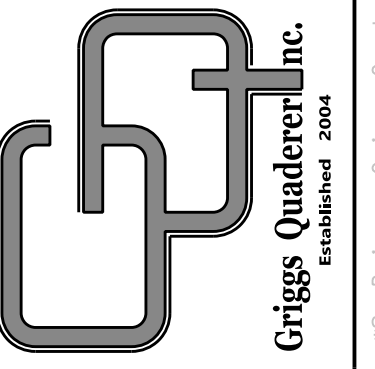


NO.	DATE	SUBJECT	REVISION OR ISSUE
05-12-22	REISSUED TO TYRONE TWP.		
05-02-22	REISSUED TO TYRONE TWP.		
02-09-22	ISSUED TO TYRONE TWP FOR SPA		
01-17-22	OWNER REVIEW		

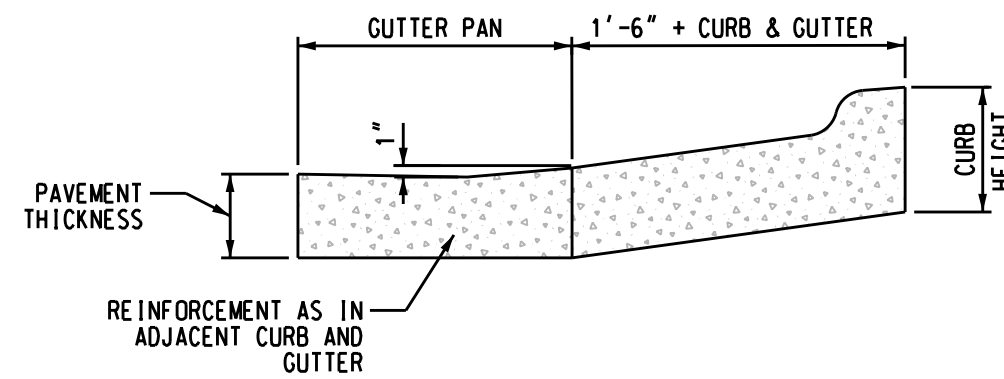
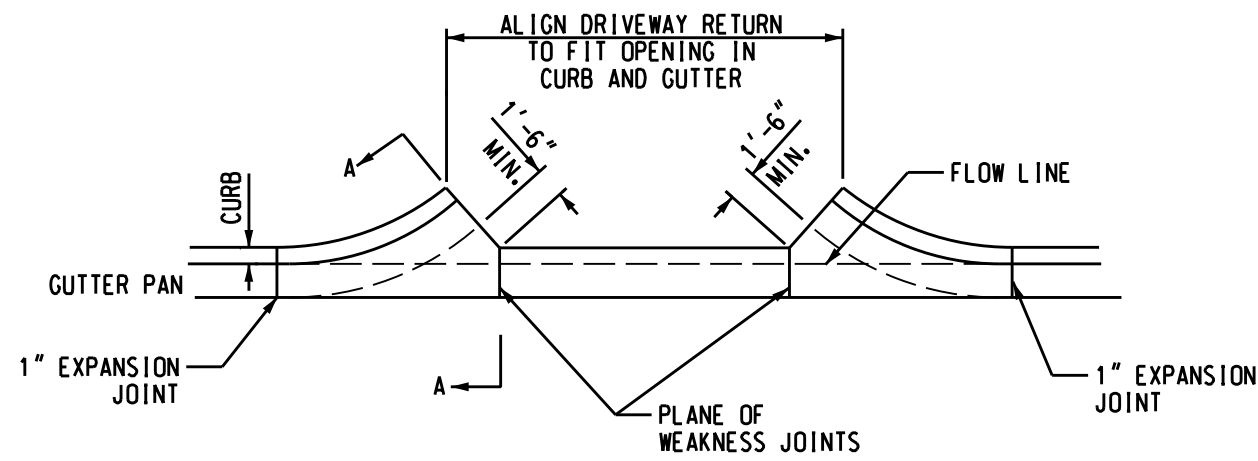
DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
SITE LANDSCAPE PLAN

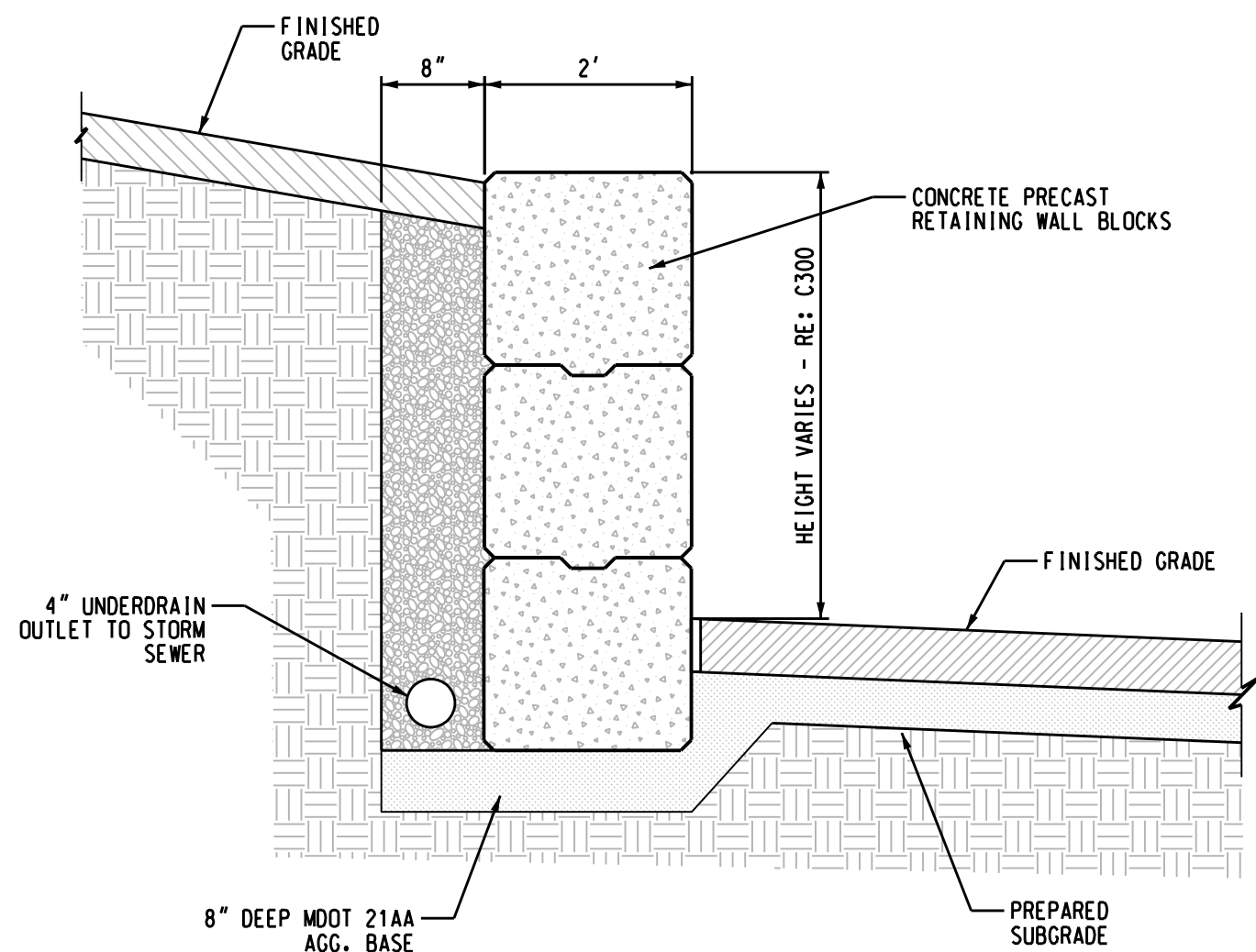
Griggs Quaderer, Inc.
8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48499
PH: (810) 695-0154
FX: (810) 695-0158
CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING



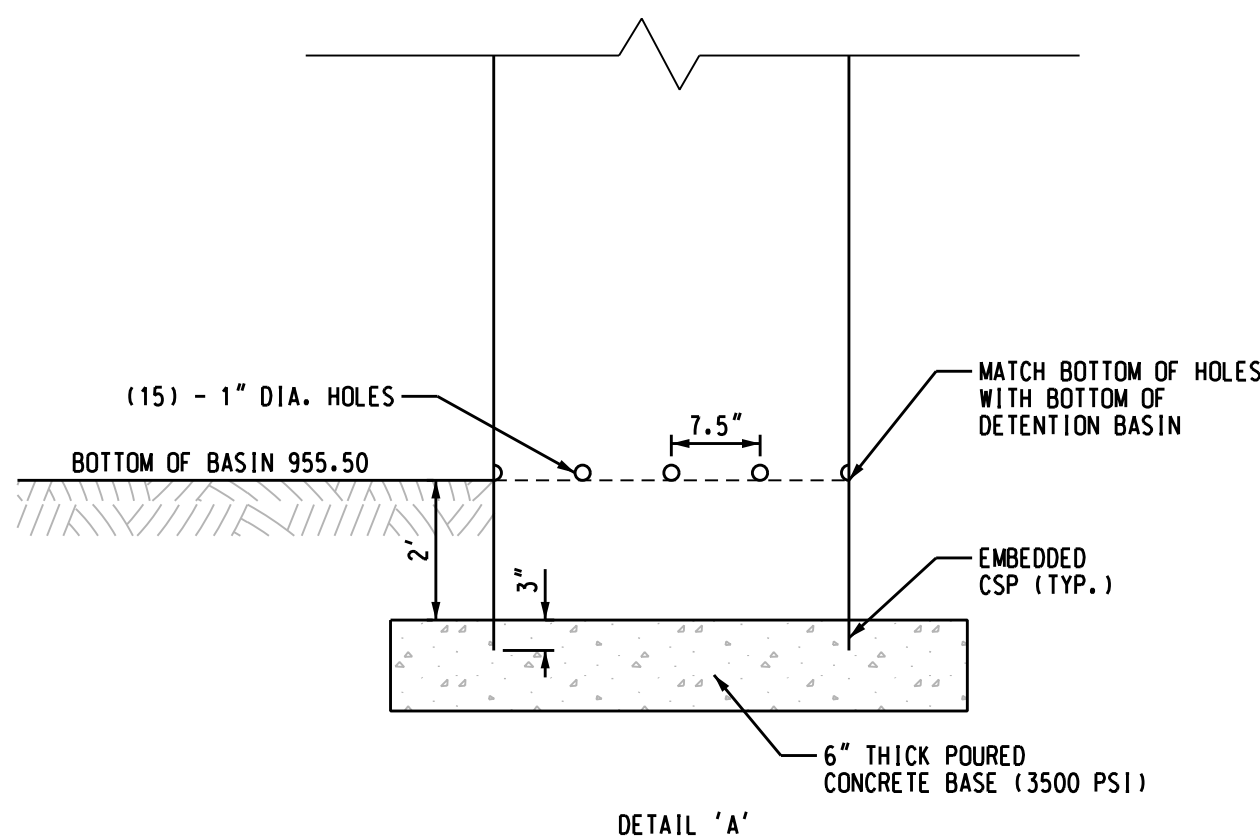
PHASE: 180301 CONCP
JOB NO.: 180301
C500



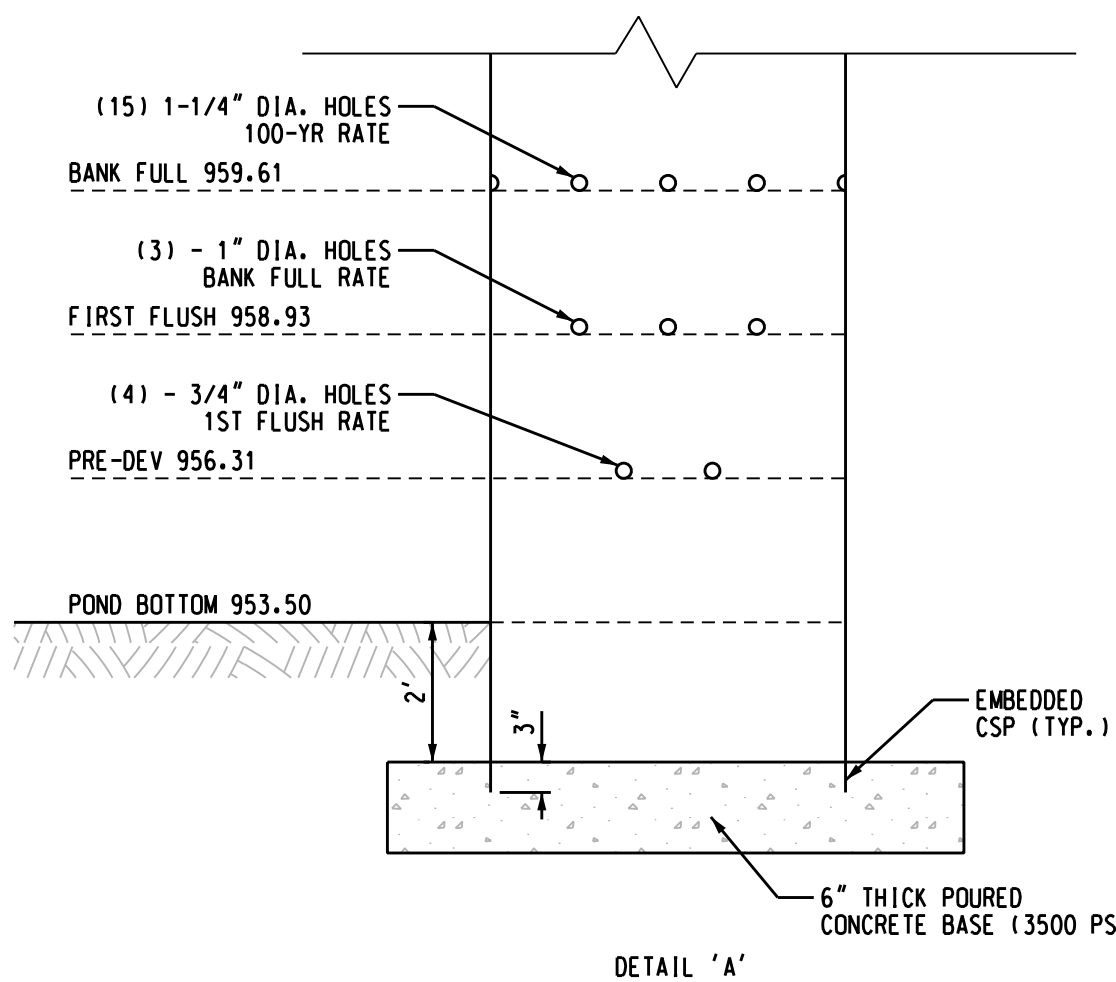
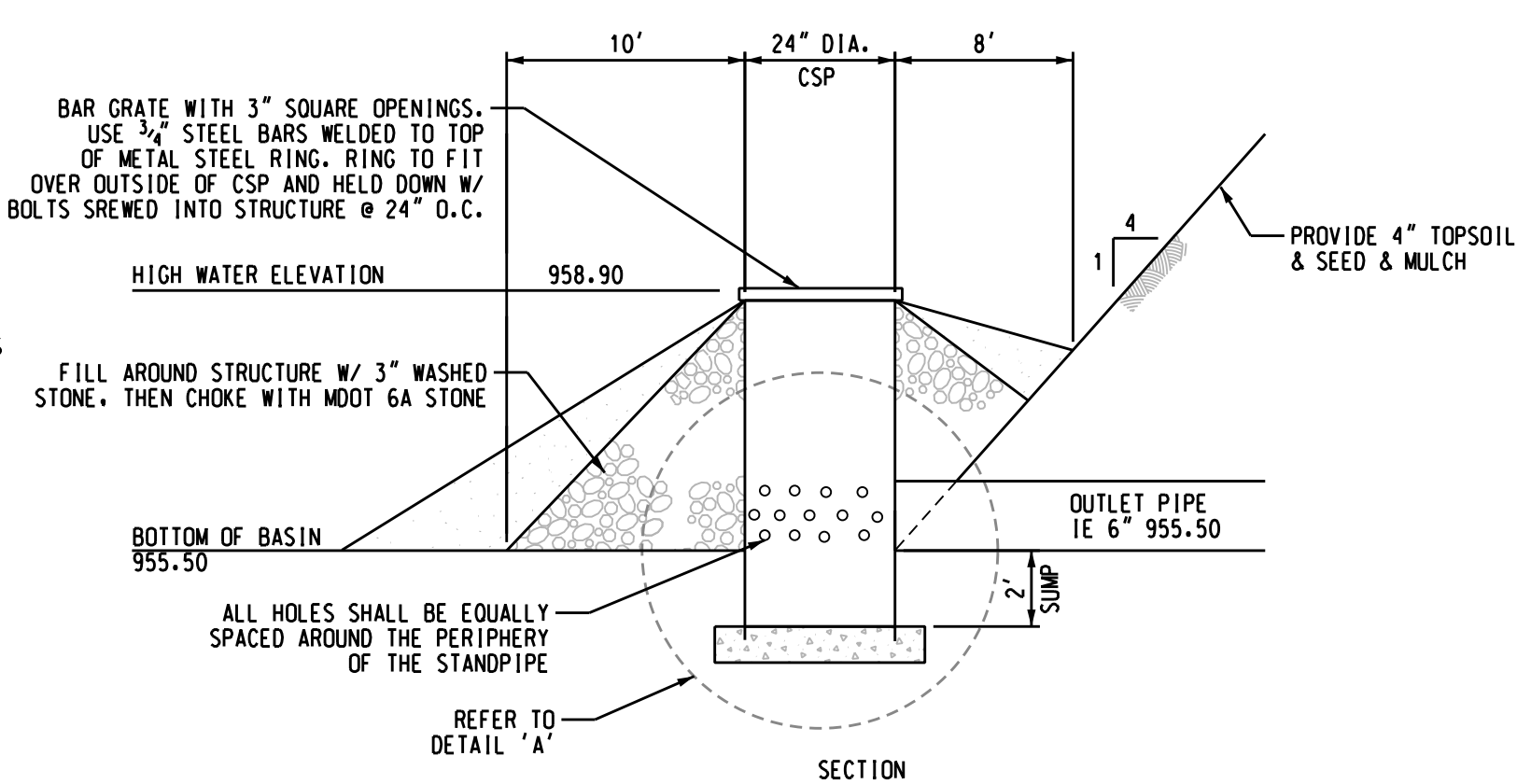
CONCRETE DRIVEWAY OPENING - DETAIL 'M'
NO SCALE MDOT R-29-E



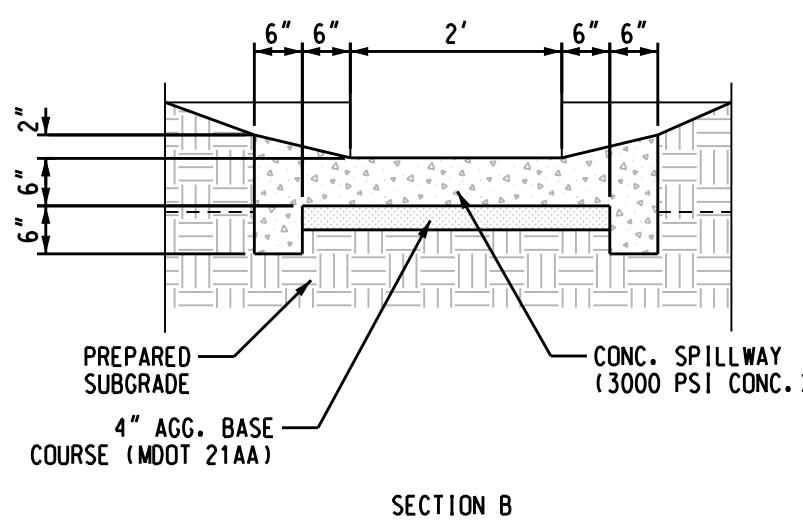
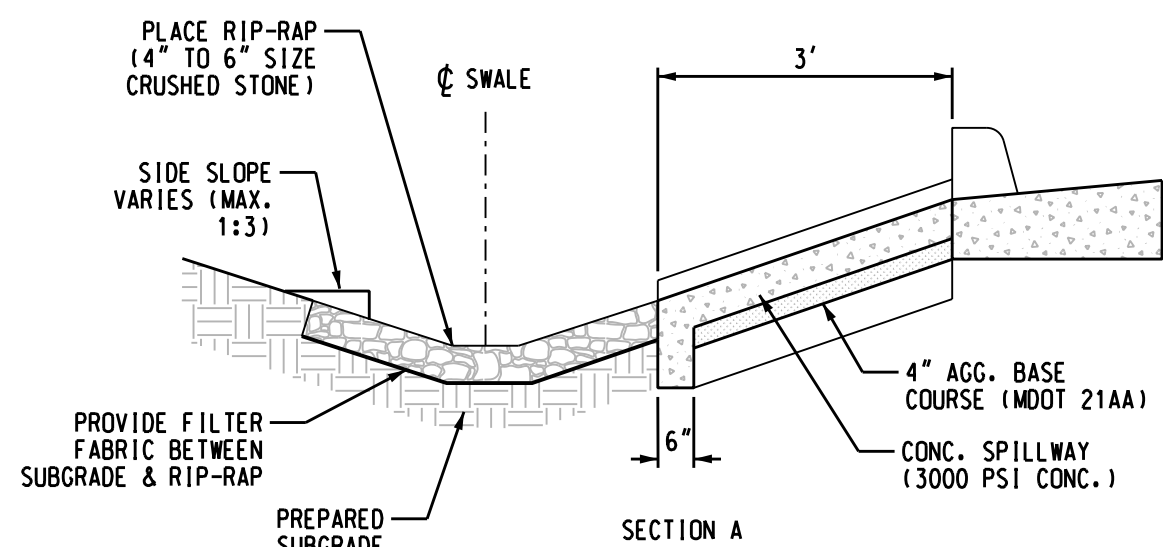
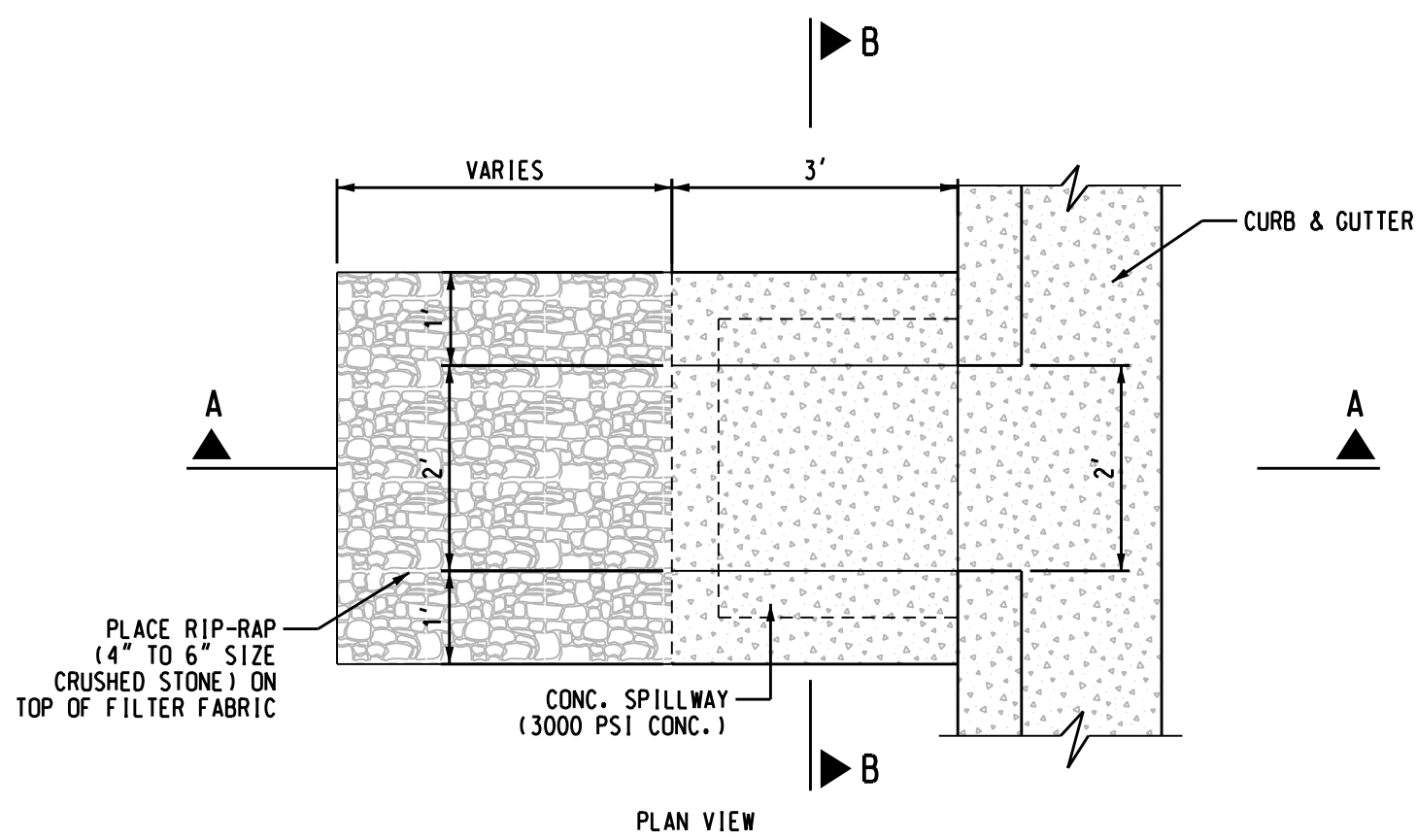
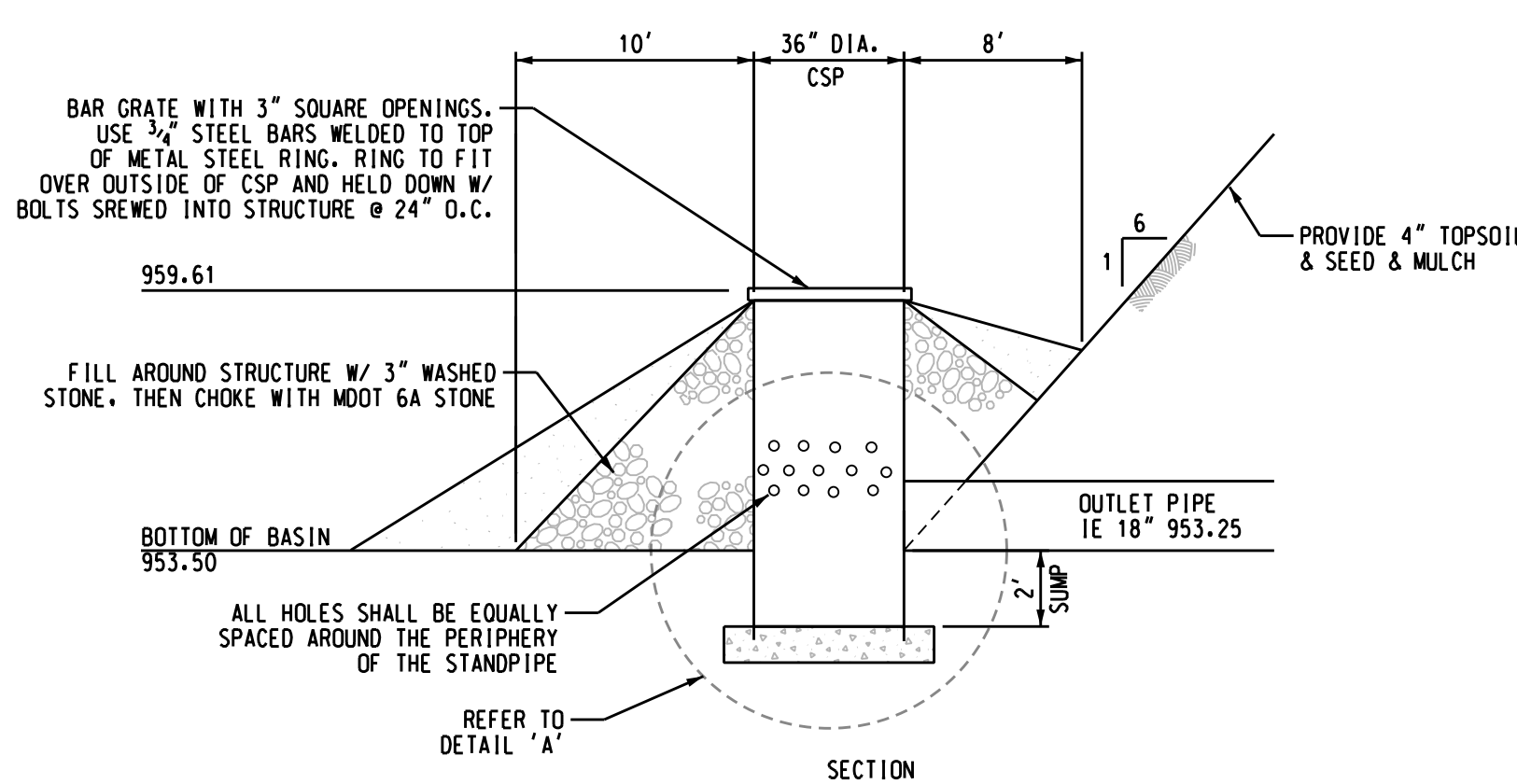
RETAINING WALL DETAIL
NO SCALE



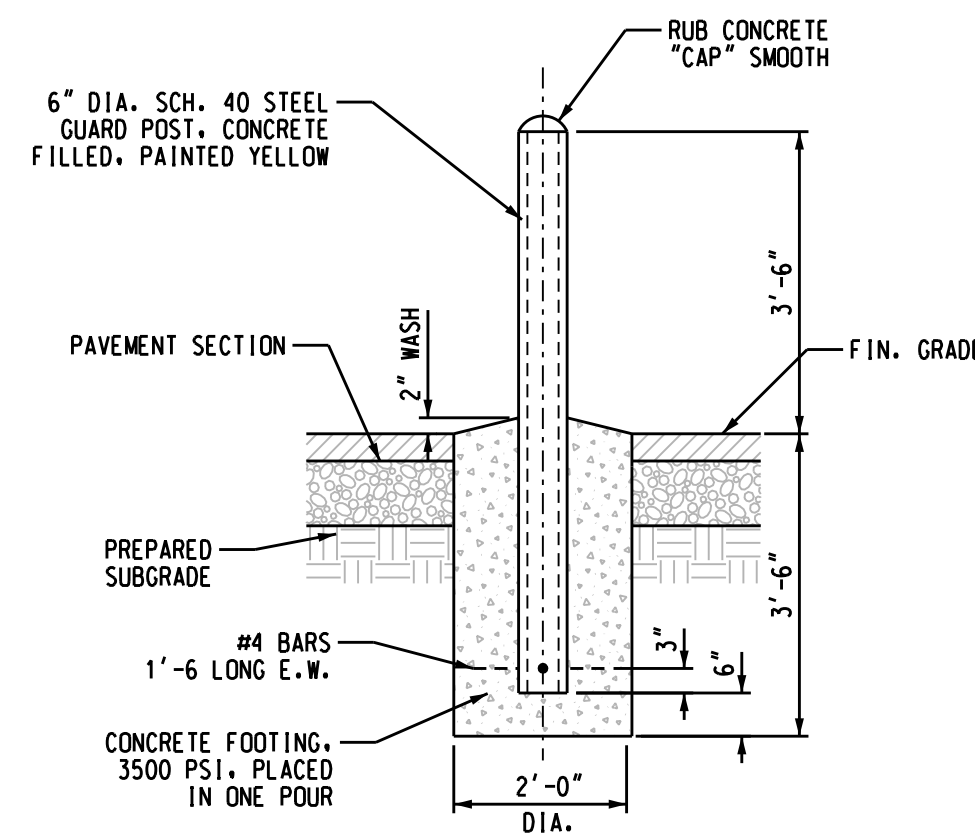
FOREBAY STRUCTURE
NO SCALE



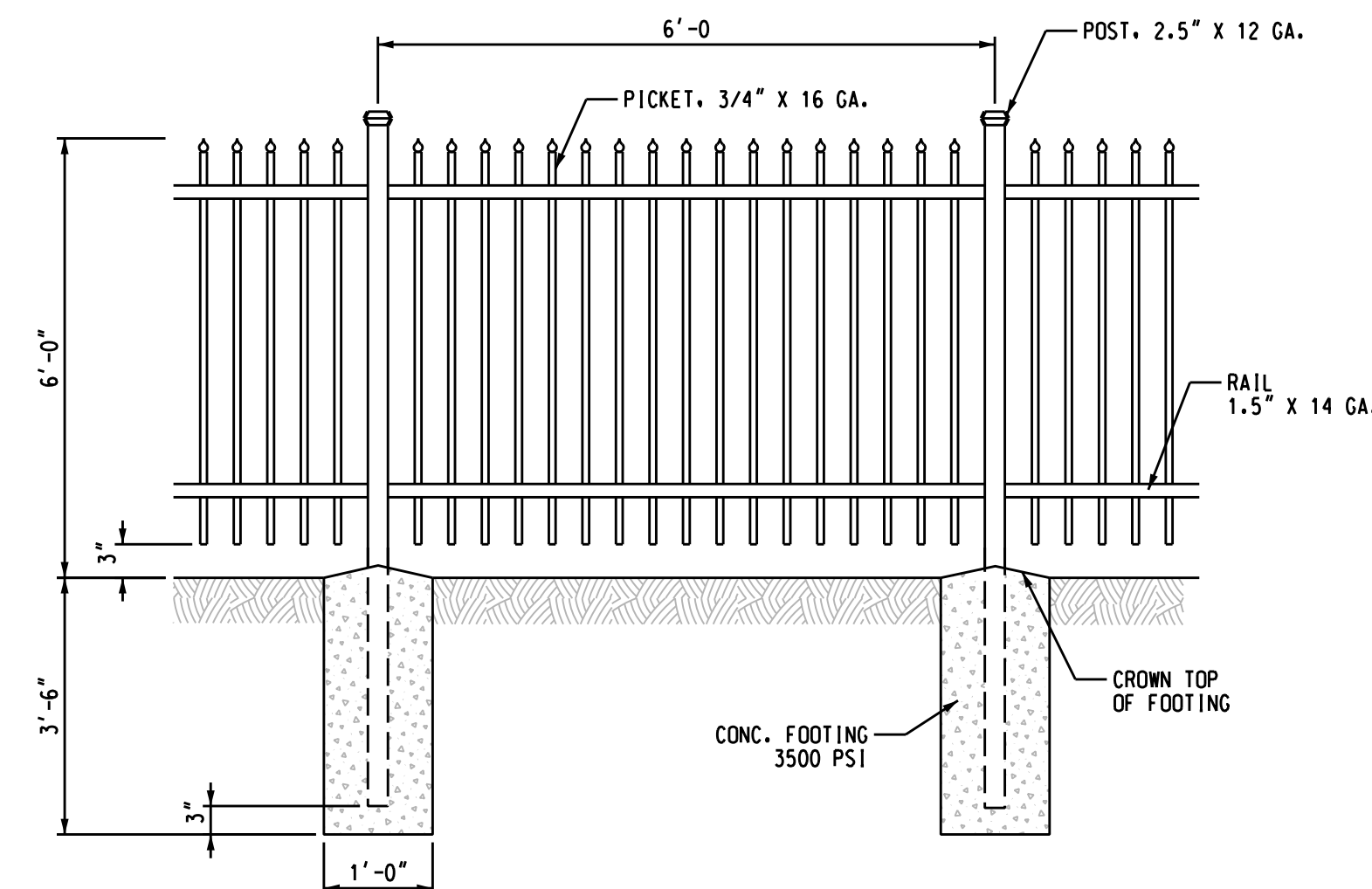
OUTLET CONTROL STRUCTURE
NO SCALE



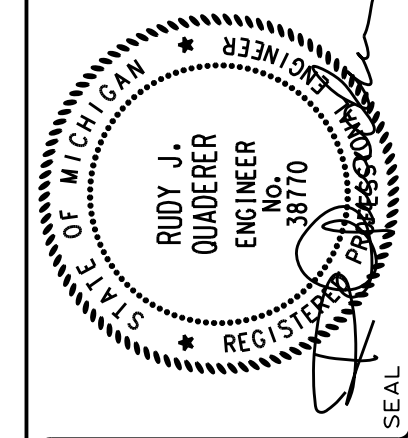
CURB CUT & SPILLWAY DETAIL
NO SCALE



GUARD POST DETAIL
NO SCALE



ORNAMENTAL ALUMINUM PERIMETER FENCE
NO SCALE



NO.	DATE	SUBJECT	REVISION OR ISSUE
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05-02-22	REISSUED TO TYRONE TWP.		
02-09-22	ISSUED TO TYRONE TWP FOR SPA		
01-17-22	OWNER REVIEW		

DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
 FAUSSET RD @ OLD U.S. 23
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

SITE DETAILS

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48499
 WWW.GQINCORP.COM
 PH: (810) 695-0154
 FX: (810) 695-0158

CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING

Griggs Quaderer Inc.
 Established 2004

PHASE: CONCP
 JOB NO.: 180301
 C600



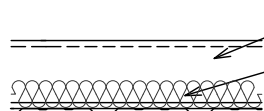


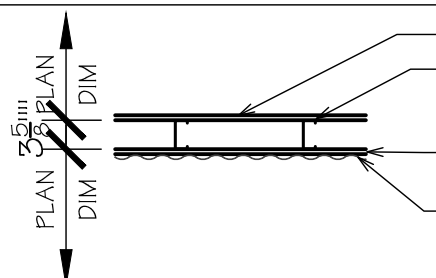
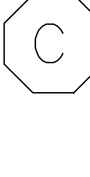

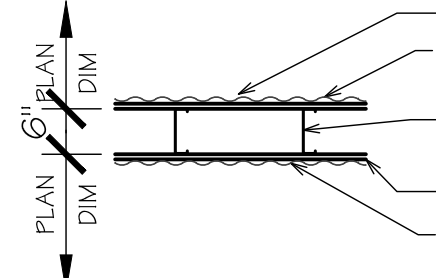
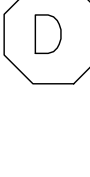

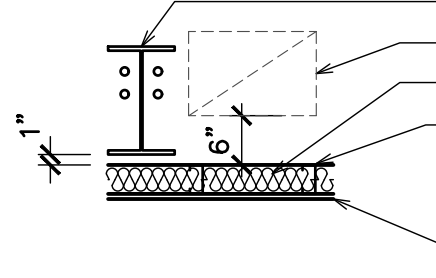
A NEW FACILTY FOR
STORAGE CONDO -
BUILDING C

FAUSSETT ROAD & OLD US-23
FENTON, MICHIGAN



Daniel G. White, Architect
PO Box 695
8576 WEST FARM ROAD 76
WILLARD, MISSOURI 65781
(417)425-9818
DGVCREATION@GMAIL.COM

A PROJECT FOR:
ZION CHURCH BUILDERS, INC.
P.O. Box 218
MATTAWAN, MI 49071
(269)544-7211 - (269) 544-7216 FAX
EMAIL: ZIONCHURCHBUILDERS@GMAIL.COM

WALL TYPE LEGEND			
			STEEL GIRTS - BY METAL BUILDING MANUFACTURER R19 VINYL FACED BATT INSUL.
			5/8" WATER RESISTANT FIRECODE GYP BD 3 5/8" MTL STUDS AT 16" O.C. SEE STRUCTURAL FOR GAUGE. 5/8" WATER RESISTANT FIRECODE GYP BD GALVANIZED CORRUGATED METAL SIDING INSTALLED HORIZONTALLY AT SOME LOCATIONS
			5/8" WATER RESISTANT FIRECODE GYP BD GALVANIZED CORRUGATED METAL SIDING INSTALLED HORIZONTALLY 6" METAL STUDS @ 16" O.C. SEE STRUCTURAL FOR GAUGE. 5/8" WATER RESISTANT FIRECODE GYP BD GALVANIZED CORRUGATED METAL SIDING INSTALLED HORIZONTALLY
			STEEL COL (SOME LOCATIONS) - SEE STRUCTURAL DUCTWORK (SOME LOCATIONS) - SEE MECHANICAL 3 1/2" SOUND BATT INSULATION AT DUCTWORK ENCLOSURES 3 5/8" METAL STUDS AT 16" O.C. EXTEND FRAMING UP 6" PAST SUSPENDED ACOUSTICAL CEILING OR TO 10'-0" ABOVE FINISH FLOOR ELEVATION (U.N.O.) AT EXPOSED STRUCTURE LOCATIONS - SEE STRUCTURAL 5/8" FIRECODE GYPSUM BOARD - FULL HEIGHT OF METAL STUD ENCLOSURE

GENERAL NOTES	
1. THESE PLANS ARE THE CONFIDENTIAL PROPERTY AND CONTAIN EXCLUSIVE DESIGNS OF DANIEL G. WHITE, ARCHITECT, LLC. THE USE OF THESE DRAWINGS AND SPECIFICATIONS ARE RESTRICTED TO THE PROJECT FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION, OR PUBLICATION WITHOUT THE WRITTEN CONSENT OF DANIEL G. WHITE, ARCHITECT, LLC, BY ANY METHOD, IN WHOLE OR IN PART IS PROHIBITED BY LAW. RSMo 417.016 - 417.140. TITLE TO THE DRAWINGS AND SPECIFICATIONS REMAIN WITH DANIEL G. WHITE, ARCHITECT, LLC. WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.	
2. NO CHANGES SHALL BE MADE TO THESE DRAWINGS AND SPECIFICATIONS WITHOUT FIRST RECEIVING A WRITTEN CHANGE ORDER SIGNED BY THE CHURCH AND APPROVED BY ZION CHURCH BUILDERS, INC. AND DANIEL G. WHITE ARCHITECT, LLC.	
3. CONTRACTORS TO VERIFY LOCATIONS OF ALL EXISTING UTILITIES AND MAKE CONNECTIONS PER LOCAL UTILITY COMPANY REQUIREMENTS AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.	
4. CONTRACTORS TO VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING BUILDINGS, STRUCTURES AND ETC. AS NECESSARY FOR THE COMPLETION OF THIS PROJECT.	

ABBREVIATIONS			
ACOUS.	ACOUSTIC	MAX -	MAXIMUM
A.F.F. -	ABOVE FINISH FLOOR	MDP -	MAIN DISTRIBUTION PANEL
ALUM -	ALUMINUM	MECH. -	MECHANICAL
BD. -	BOARD	MIN. -	MINIMUM
CH -	COAT HOOK	MIR -	MISCELLANEOUS
C.L	CENTERLINE	MTL -	METAL
CL	CLOSET	N/A -	NOT APPLICABLE
CLG	CEILING	N.I.C. -	NOT IN CONTRACT
CMU -	CONCRETE MASONRY UNIT	O.C.	ON CENTER
CPT -	COMMON PATH OF TRAVEL	OCC. -	OCCUPANTS
COL -	COLUMN	PART. -	PARTIAL
DIA. -	DIAMETER	PR -	PAIR
DIM. -	DIMENSION	PTD -	PAPER TOWEL DISPENSER
DRS'G	DRESSING	PSF	POUNDS PER SQUARE FOOT
EA -	EACH	U.N.O. -	UNLESS NOTED OTHERWISE
EAP -	EXIT ACCESS PATH	REFLD.	REFLECTIVE
ELEV. -	ELEVATION	REINF. -	REINFORCEMENT
ETC. -	ETCETERA	S.C.W. -	SOLID CORE WOOD
FRP -	FIBERGLASS REINFORCED PANEL	S.F. -	SQUARE FOOT
GA -	GYPSUM ASSOCIATION	SURF. -	SURFACE
GB -	GRAB BAR	STOR. -	STORAGE
GYP. BD. -	GYPSUM BOARD	H.M. -	HOLLOW METAL
H.M. -	HOLLOW METAL	HORIZ. -	HORIZONTAL
HORIZ. -	HORIZONTAL	INSUL -	INSULATION / INSULATED
INSUL -	INSULATION / INSULATED	JAN -	JANITOR
JAN -	JANITOR	KSI -	KIPS PER SQUARE INCH
KSI -	KIPS PER SQUARE INCH	T&G -	TOUNGE AND GROOVE
		TH -	TISSUE HOLDER
		VERT.	VERTICAL
		W/ -	WITH
		W.W.F. -	WELDED WIRE FABRIC

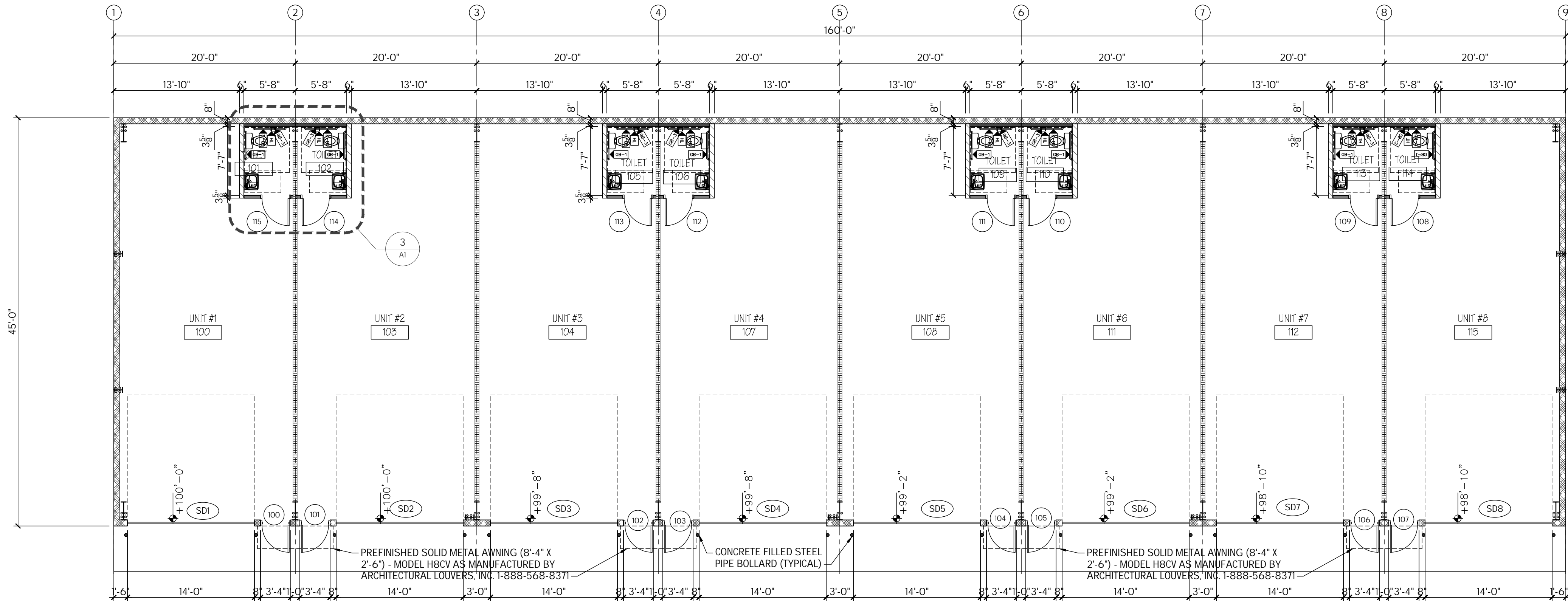
PROJECT DESCRIPTION	
THIS PROJECT IS A NEW FACILITY FOR SELF STORAGE CONDOMINIUMS.	
NEW CONSTRUCTION CONSISTS OF CONCRETE SLAB ON GRADE, METAL STUD WALLS, PRE-ENGINEERED METAL BUILDING, PLUMBING, HVAC, AND ELECTRICAL WORK.	
THIS BUILDING DESIGNED IN ACCORDANCE WITH THE 2015 MICHIGAN BUILDING CODE, 2015 MICHIGAN BUILDING CODE, 2015 MICHIGAN ENERGY CODE, 2015 INTERNATIONAL PLUMBING CODE, 2015 INTERNATIONAL MECHANICAL CODE, ASHRAE 90.1-2013, MICHIGAN ELECTRICAL CODE BASED ON 2017 NATIONAL ELECTRIC CODE AND REFERENCED APPENDICES.	
OCCUPANCY USE GROUP S2 CONSTRUCTION TYPE: 5B	
MAIN LEVEL ADDITION - 7,200 S.F.	
BUILDING FOOTPRINT = 7,200 SQUARE FEET CLIMATE ZONE 5a	
ALL EXTERIOR WALLS TO BE A MINIMUM OF 30 FEET FROM PROPERTY LINES AND PROPOSED ADJACENT BUILDINGS.	
ALLOWABLE AREA PER TABLE 506.2 - 6,000 S.F. EQ 5-5 - $I_p = [367.67 \text{ L.F.} / 367.67 \text{ L.F.} - .25] 30/30 = .75$ EQ 5-1 - $A_k = 6,000 + (6,000 * .75) = 10,500 \text{ S.F.}$ ALLOWABLE HEIGHT PER TABLE 504.3 - 60 FOOT ALLOWABLE NUMBER STORIES PER TABLE 504.4 = 1	
FIRE RESISTANCE RATING FOR BUILDING ELEMENTS IN TYPE 5B CONSTRUCTION STRUCTURAL FRAME - 0 HOURS EXTERIOR BEARING WALLS - 0 HOURS INTERIOR BEARING WALLS - 0 HOURS EXTERIOR NON-BEARING WALLS - 0 HOURS FLOOR CONSTRUCTION - 0 HOURS ROOF CONSTRUCTION - 0 HOURS	
CORRIDORS ARE REQUIRED TO BE RATED SINCE BUILDING IS SPRINKLED AND ASSEMBLY (1018.1) SHAFT ENCLOSURE REQUIRED RATING - NOT APPLICABLE STAIRWAY ENCLOSURE REQUIRED RATING - 1 HOUR (LESS THAN 4 STORIES) TENANT, DWELLING OR SLEEPING UNIT SEPARATIONS - NOT APPLICABLE OCCUPANCY SEPARATIONS - NOT APPLICABLE	

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
GENERAL	
T1	COVER SHEET
ARCHITECTURAL	
A1	BUILDING C - FLOOR PLAN
A2	ELEVATIONS
A3	SCHEDULES
A4	BUILDING SECTIONS
A5	WALL SECTIONS
A6	FOUNDATION PLAN
A7	PME

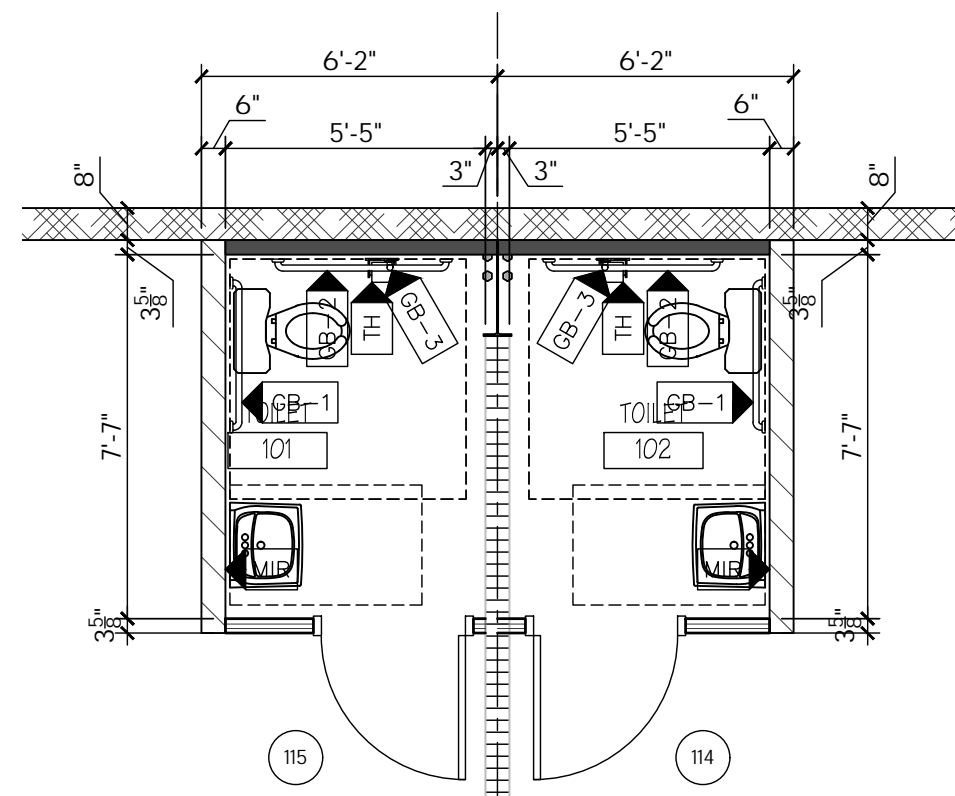
A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
COVER SHEET

No.	Date
PROJECT NUMBER 21-08	
ORIGINAL ISSUE DATE 06MAY22	
T1 © 2022 OF 1	

- 1) THE ARCHITECT RESERVES THE RIGHT TO MAKE ALL DECISIONS REGARDING THE INTERPRETATION OF PLANS AND SPECIFICATIONS AS THEY APPLY TO THIS PROJECT. CONSULT WITH THE ARCHITECT IMMEDIATELY IF CONFLICTS OR ERRORS ARE DISCOVERED IN THESE DOCUMENTS.
- 2) ALL WORK PERFORMED ON THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES AS ADOPTED AND PRACTICED AT THE TIME OF CONSTRUCTION.
- 3) SUBCONTRACTORS SHALL COORDINATE ALL WORK TO BE DONE THROUGH THE JOB SUPERINTENDENT PROVIDED BY ZION CHURCH BUILDERS.
- 4) DIMENSIONS AS SHOWN ON PLAN ARE TO THE FACES OF UNFINISHED STUD WALLS AND TO THE STEEL LINE OF THE METAL BUILDING.
- 5) ALL INTERIOR PARTITIONS ARE METAL STUDS - WALL TYPE "B", UNLESS NOTED OTHERWISE. - ALL EXTERIOR WALLS ARE 8" STEEL GIRTS, PREFINISHED METAL WALL PANELS - WALL TYPE "A", UNLESS OTHERWISE NOTED. ALL WOOD PLATES IN CONTACT WITH CONCRETE SLAB SHALL BE TREATED (CCA) WOOD.
- 6) PROVIDE SOLID WOOD BLOCKING IN WALLS AS REQUIRED FOR INSTALLATION OF EQUIPMENT AND ACCESSORIES.
- 7) USE 5/8" FIRE CODE WATER RESISTANT GYPSUM BOARD THROUGHOUT EXCEPT AS OTHERWISE SPECIFIED. SEE ROOM FINISH SCHEDULE SHEET.
- 8) ALL EXTERIOR LANDINGS AT AN ACCESSIBLE MEANS OF EGRESS DOOR SHALL NOT SLOPE MORE THAN 1/4" PER FOOT AWAY FROM THE BUILDING.
- 9) ALL DOOR THRESHOLDS AND STOOPS OR CHANGES IN FLOOR FINISHES SHALL PROVIDE A CHANGE IN VERTICAL RISE OF NO MORE THAN 1/2" MAXIMUM.
- 10) CONTROLS, OPERATING MECHANISMS AND HARDWARE INTENDED FOR OPERATION BY THE OCCUPANT, INCLUDING SWITCHES THAT CONTROL LIGHTING AND VENTILATION AND ELECTRICAL CONVENIENCE OUTLETS, IN ACCESSIBLE SPACES, ALONG ACCESSIBLE ROUTES OR AS PART OF ACCESSIBLE ELEMENTS, SHALL BE ACCESSIBLE.



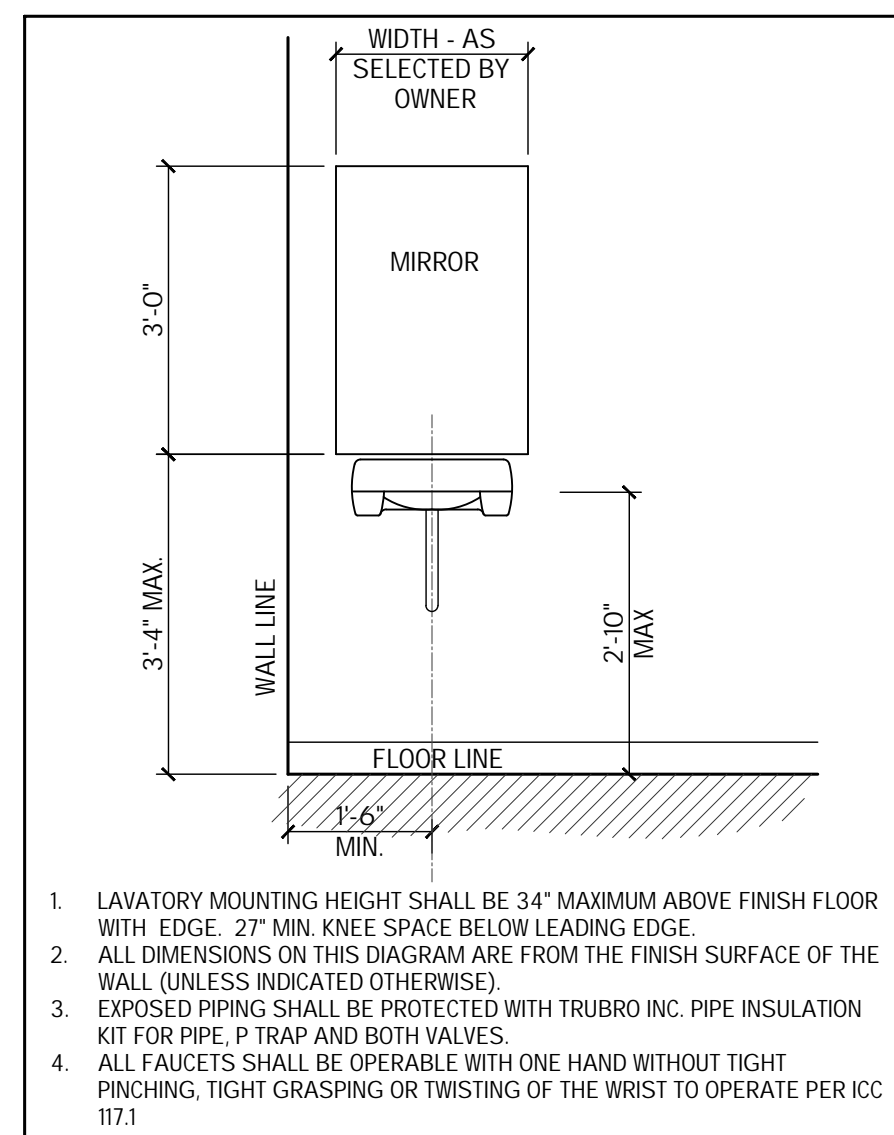
1 BUILDING C - FLOOR PLAN
A1 1/8" = 1'-0"



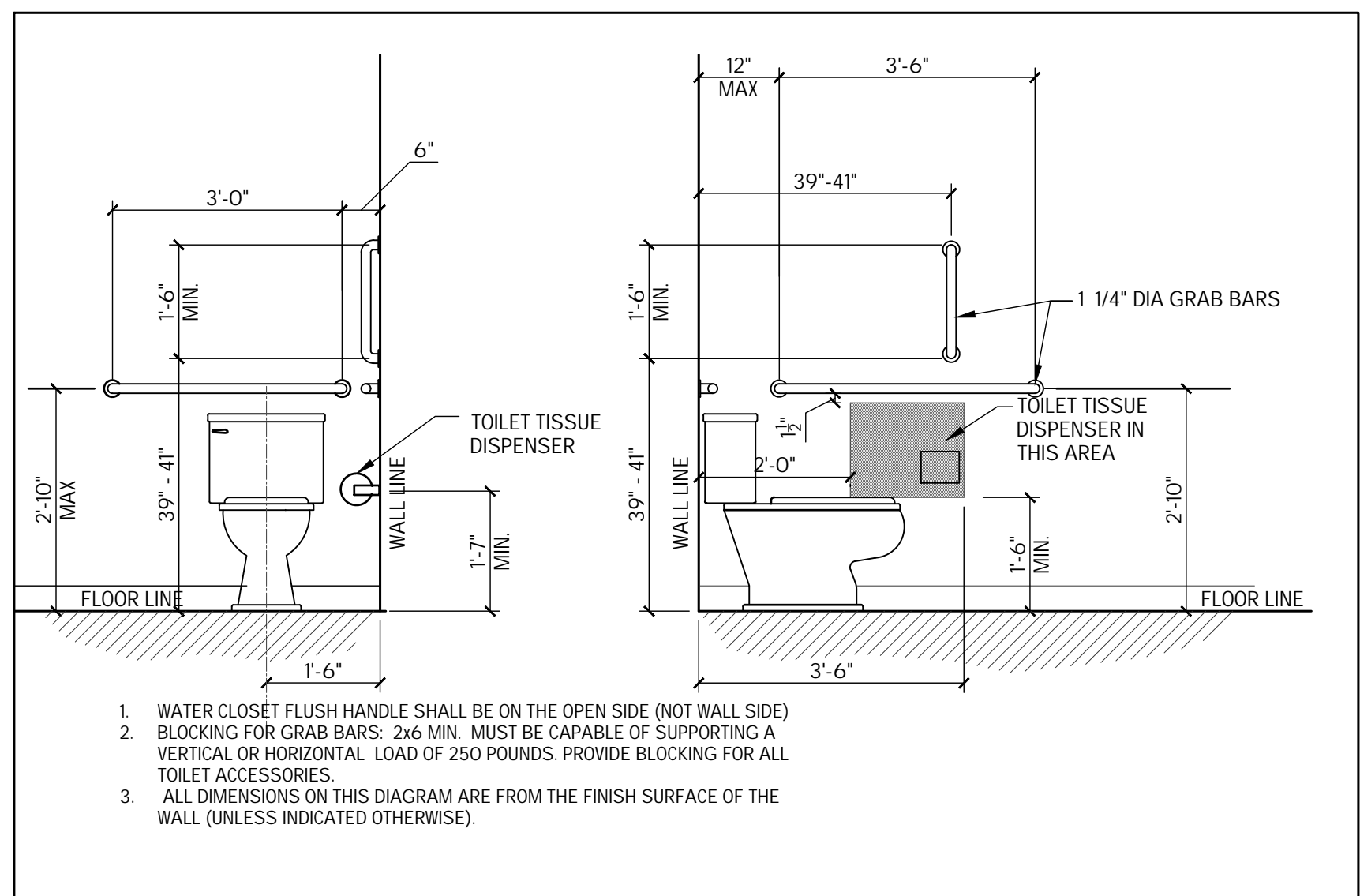
3 TYPICAL RESTROOMS
A1 1/4" = 1'-0"

RESTROOM ACCESSORIES					
	DESCRIPTION	MFR.	MODEL NO.	MOUNTING HEIGHT	MARK
TH	TISSUE HOLDER	BOBRICK	B-2888	19" MIN. A.F.F. TO C.L. OF ROLL	
CH	COAT HOOK	BOBRICK	B-682	48" A.F.F. TO C.L.	
MIR	MIRROR	BY CHURCH	AS SELECTED	38" A.F.F. TO REFL. SURF.	ALL NECESSARY MOUNTING HARDWARE PROVIDED BY GLASSING SUPPLIER
G.B.-1	GRAB BAR 1	BOBRICK	B-6806 x 36"	33" A.F.F. TO C.L.	
G.B.-2	GRAB BAR 2	BOBRICK	B-6806 x 42"	33" A.F.F. TO C.L.	
G.B.-3	GRAB BAR 3	BOBRICK	B-6806 x 18"	40" A.F.F. TO C.L.	
PTD1	TOWEL DISP./WASTE RECP.	BOBRICK	B-3944	38-48" TO TOWEL OPENING	
PTD2	TOWEL DISP.	BOBRICK	B-359	38-48" TO TOWEL OPENING	
BCT	BABY CHANGING TABLE	KOALA	KB200	33" A.F.F. TO C.L.	SEE DETAIL 7/A6
SND	SANITARY NAPKIN DISPOSAL	BOBRICK	B270	34" A.F.F. TO TOP OF UNIT	

NOTE: PROVIDE BACKUP SUPPORT AS REQUIRED FOR ALL RESTROOM ACCESSORIES.



5 WALL HUNG SINK DETAIL
A1 1/2" = 1'-0"



4 H.C. TOILET DETAIL
A1 1/2" = 1'-0"



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A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
BUILDING C - FLOOR PLAN

No.	Date

PROJECT NUMBER
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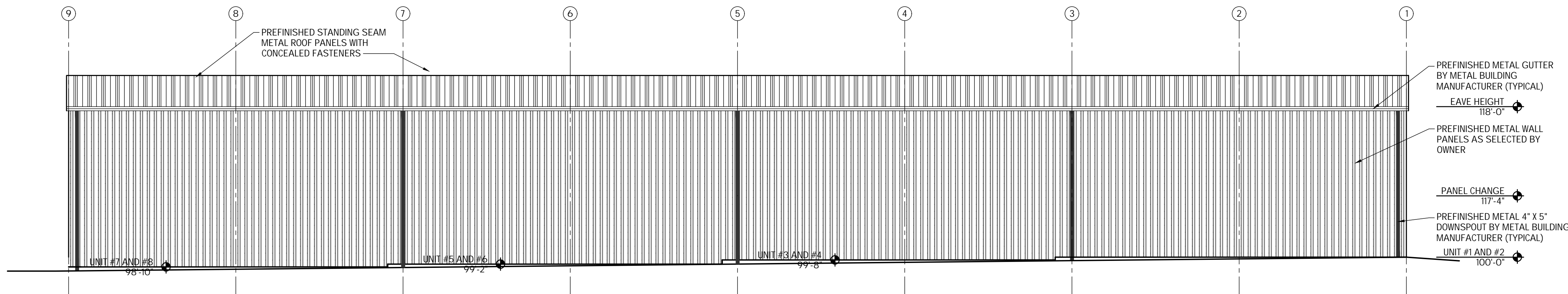
A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
ELEVATIONS

No.	Date

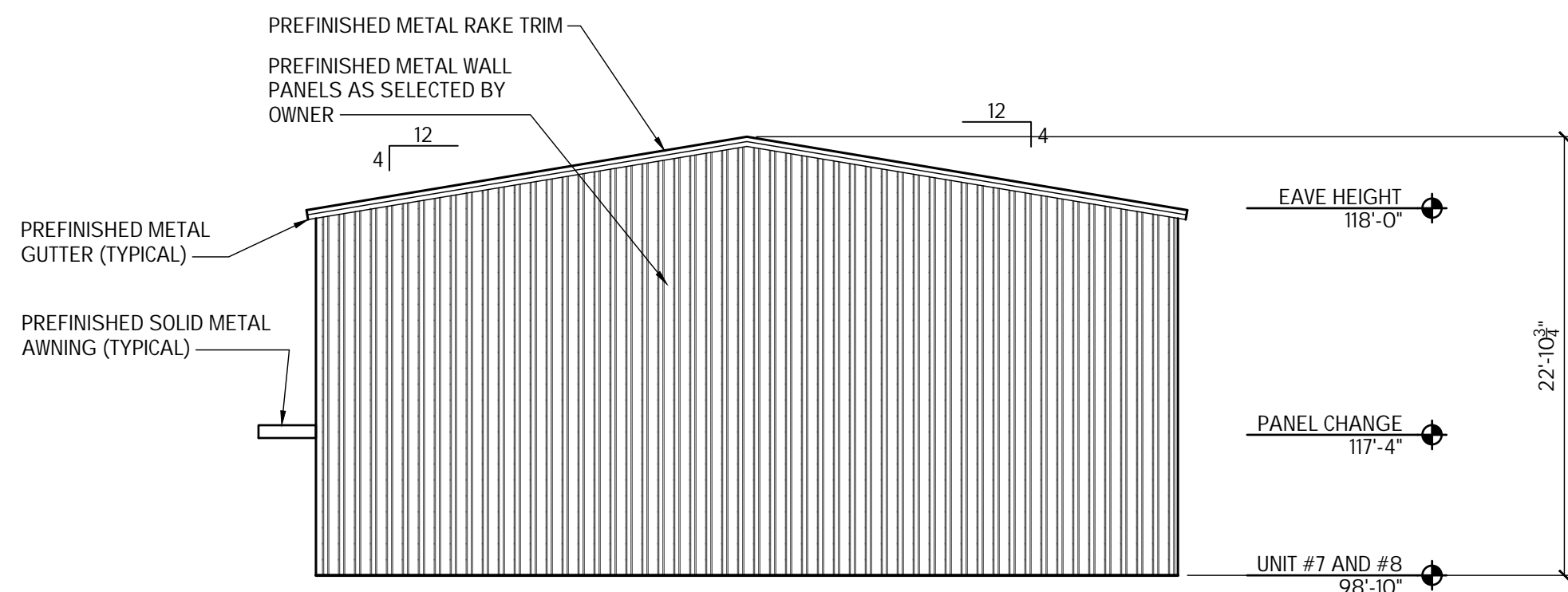
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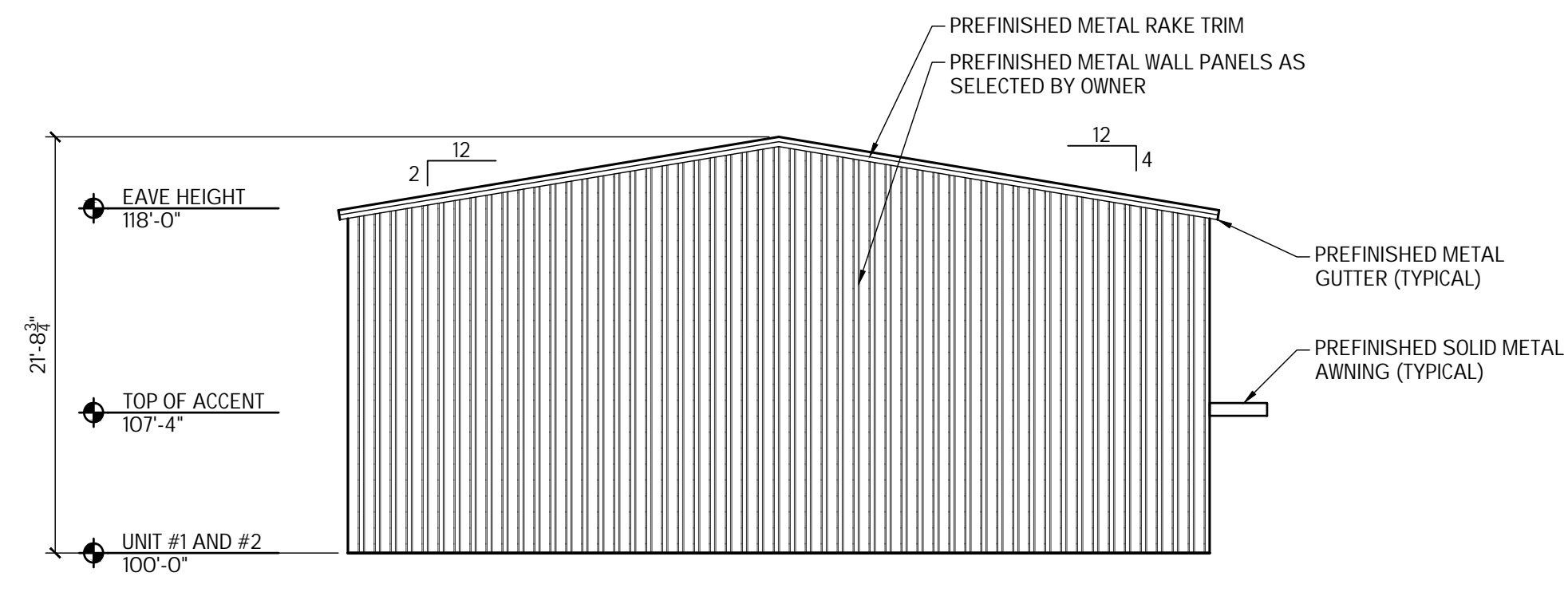
A2
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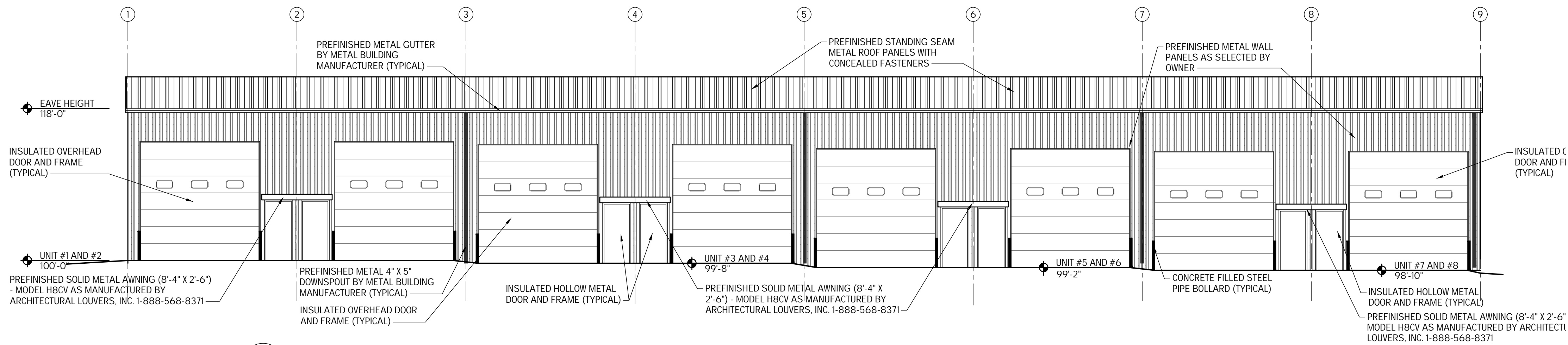
4 BUILDING C - NORTH ELEVATION
A2 1/8" = 1'-0"



3 BUILDING C - EAST ELEVATION
A2 1/8" = 1'-0"



2 BUILDING C - WEST ELEVATION
A2 1/8" = 1'-0"



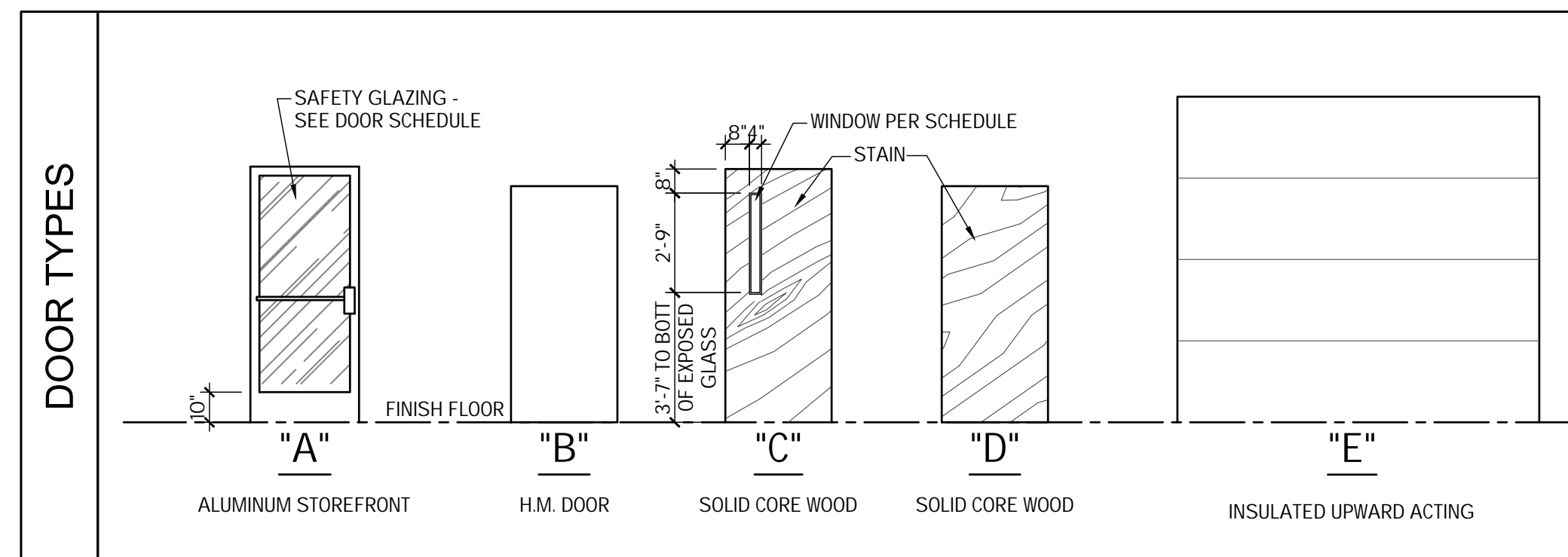
1 BUILDING C - SOUTH ELEVATION
A2 1/8" = 1'-0"

DOOR SCHEDULE										
MARK	DOOR			FRAME		GLAZING	FIRE RATING	HARDWARE GROUP	REMARKS	MARK
	TYPE	SIZE 3'-0" x 7'-0"	MATERIAL H.M.	THROAT	MATERIAL					
100	B	●	●	5 3/4"	H.M.	--	--	1		100
101	B	●	●	5 3/4"	H.M.	--	--	1		101
102	B	●	●	5 3/4"	H.M.	--	--	1		102
103	B	●	●	5 3/4"	H.M.	--	--	1		103
104	B	●	●	5 3/4"	H.M.	--	--	1		104
105	B	●	●	5 3/4"	H.M.	--	--	1		105
106	B	●	●	5 3/4"	H.M.	--	--	1		106
107	B	●	●	5 3/4"	H.M.	--	--	1		107
108	D	●	●	4 7/8"	H.M.	--	--	2		108
109	D	●	●	4 7/8"	H.M.	--	--	2		109
110	D	●	●	4 7/8"	H.M.	--	--	2		110
111	D	●	●	4 7/8"	H.M.	--	--	2		111
112	D	●	●	4 7/8"	H.M.	--	--	2		112
113	D	●	●	4 7/8"	H.M.	--	--	2		113
114	D	●	●	4 7/8"	H.M.	--	--	2		114
115	D	●	●	4 7/8"	H.M.	--	--	2		115

SPECIAL DOOR SCHEDULE						
MARK	TYPE	DOOR SIZE (FIELD VERIFY)	MANUFACTURER	MODEL NUMBER	REMARKS	MARK
SD1	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD1
SD2	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD2
SD3	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD3
SD4	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD4
SD5	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD5
SD6	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD6
SD7	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD7
SD8	"E"	14'-0" x 14'-0"	OVERHEAD DOOR COMPANY	591	THREE WINDOWS, CUSTOM COLOR	SD8

DOOR SCHEDULE NOTES:

- 1.) HOLLOW ALUMINUM DOORS TO BE EQUAL TO "KAWNEER" SERIES 190 WITH 10" MINIMUM BOTTOM RAIL. INSULATED SAFETY GLAZING AT EXTERIOR DOORS AND 1/4" SAFETY GLASS AT INTERIOR DOORS. DOOR FINISH SHALL BE CLEAR ANODIZED (VERIFY WITH OWNER), WITH HARDWARE SUPPLIED BY OTHERS IN FINISH TO MATCH DOORS.
- 2.) ALL HOLLOW METAL DOORS TO BE EQUAL TO "STEELCRAFT" SERIES "L18" GALVANEAL HOLLOW STEEL, 18 GAUGE, INSULATED AND RECESSED DESIGNER GLASS TRIM (WHERE APPLICABLE). U VALUE OF THE DOOR SHALL BE .57.
- 3.) WOOD DOORS TO BE HARDWOOD VENEERED, SOLID CORE, FLUSH PANEL DOORS. ROTARY CUT OAK AND STAIN COLOR TO BE SELECTED BY CHURCH.
- 4.) HOLLOW METAL FRAMES SHALL BE "STEELCRAFT" 16GA FRAMES. ALL EXTERIOR AND MASONRY LOCATIONS SHALL BE GALVANEAL, "F" SERIES. INTERIOR FRAMES SHALL BE CRS, "F" SERIES OR "DW" SERIES.
- 5.) ALL HEADS ON FRAMES SHALL HAVE 2" HEADS EXCEPT IN MASONRY, UNLESS DOORS ARE IN MASONRY WALLS THEN THEY ARE TO HAVE 4" HEADS ON FRAMES (UNLESS NOTED OTHERWISE). GROUT SOLID.
- 6.) ALL DOORS THAT ARE SCHEDULED TO RECEIVE CLOSERS SHALL HAVE REINFORCING FOR THE CLOSER IN THE HOLLOW METAL FRAME AND HOLLOW METAL DOOR (IF DOOR IS APPLICABLE).
- 7.) ALL DOORS SHALL HAVE HANDLES, PULLS, LATCHES, AND OTHER TYPES OF OPERATING DEVICES WHICH DO NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. ALL DOOR HARDWARE SHALL BE NO HIGHER THAN 48".
- 8.) ALL DOOR HARDWARE SHALL BE EQUAL TO SCHLAGE AL SERIES WITH SATURN STYLE LEVER. THE FINISHES ON ALL INTERIOR HARDWARE SHALL BE US26D, VERIFY WITH OWNER. FINISHES ON ALL EXTERIOR HARDWARE SHALL BE DARK BRONZE, VERIFY WITH OWNER.



NUMBER	ROOM NAME	BASE	FLOOR	WALL								CEILING		REMARKS	NUMBER				
				NONE	VINYL	SEALED CONCRETE	SEALD CONCRETE	NORTH		EAST		SOUTH				WEST		MATERIAL	
		EXPOSED STRUCTURE AND VINYL FACED INSULATION	GYPSUM BOARD - TEXTURE AND EPOXY PAINT					GYPSUM BOARD - TEXTURE AND PAINT	EXPOSED STRUCTURE AND VINYL FACED INSULATION	GALVANIZED CORRUGAED METAL PANELS	GYPSUM BOARD - TEXTURE AND EPOXY PAINT	GYPSUM BOARD - TEXTURE AND PAINT	EXPOSED STRUCTURE AND VINYL FACED INSULATION			GYPSUM BOARD - TEXTURE AND EPOXY PAINT	GALVANIZED CORRUGAED METAL PANELS	GYPSUM BOARD - TEXTURE AND EPOXY PAINT	EXPOSED STRUCTURE
		HEIGHT																	
100	UNIT #1	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	100	
101	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	101	
102	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTES #1, #2	102	
103	UNIT #2	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	103	
104	UNIT #3	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	104	
105	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	105	
106	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	106	
107	UNIT #4	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	107	
108	UNIT #5	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	108	
109	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	109	
110	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	110	
111	UNIT #6	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	111	
112	UNIT #7	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	112	
113	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	113	
114	TOILET		●		●		●		●		●		●		●	8'-0"	SEE NOTE #1	114	
115	UNIT #8	●		●		●		●		●		●		●		VARIES	SEE NOTE #1	115	

ROOM FINISH SCHEDULE NOTES:

1. PROVIDE WATER RESISTANT GYPSUM BOARD ON LOWER 48" OF THE ROOM PERIMETER.



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A NEW FACILITY FOR

STORAGE CONDO - BUILDING C

FENTON, MICHIGAN

SCHEDULES

No.	Date

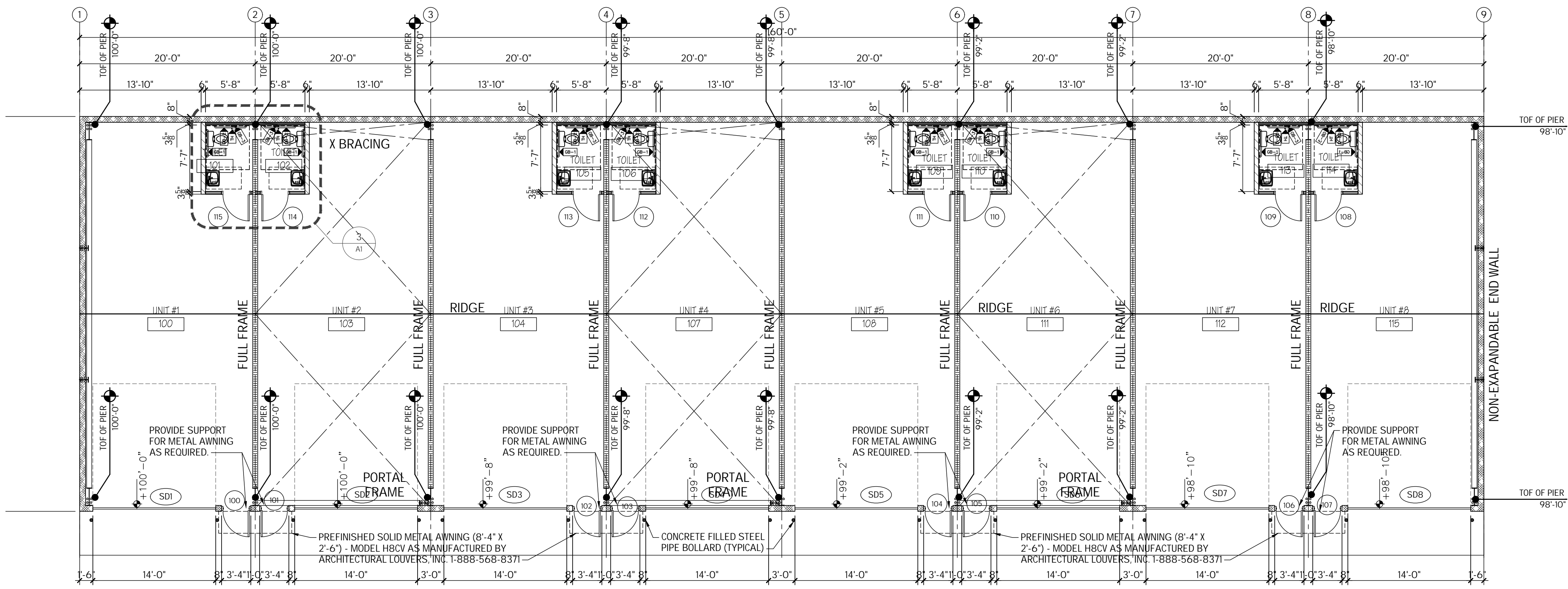
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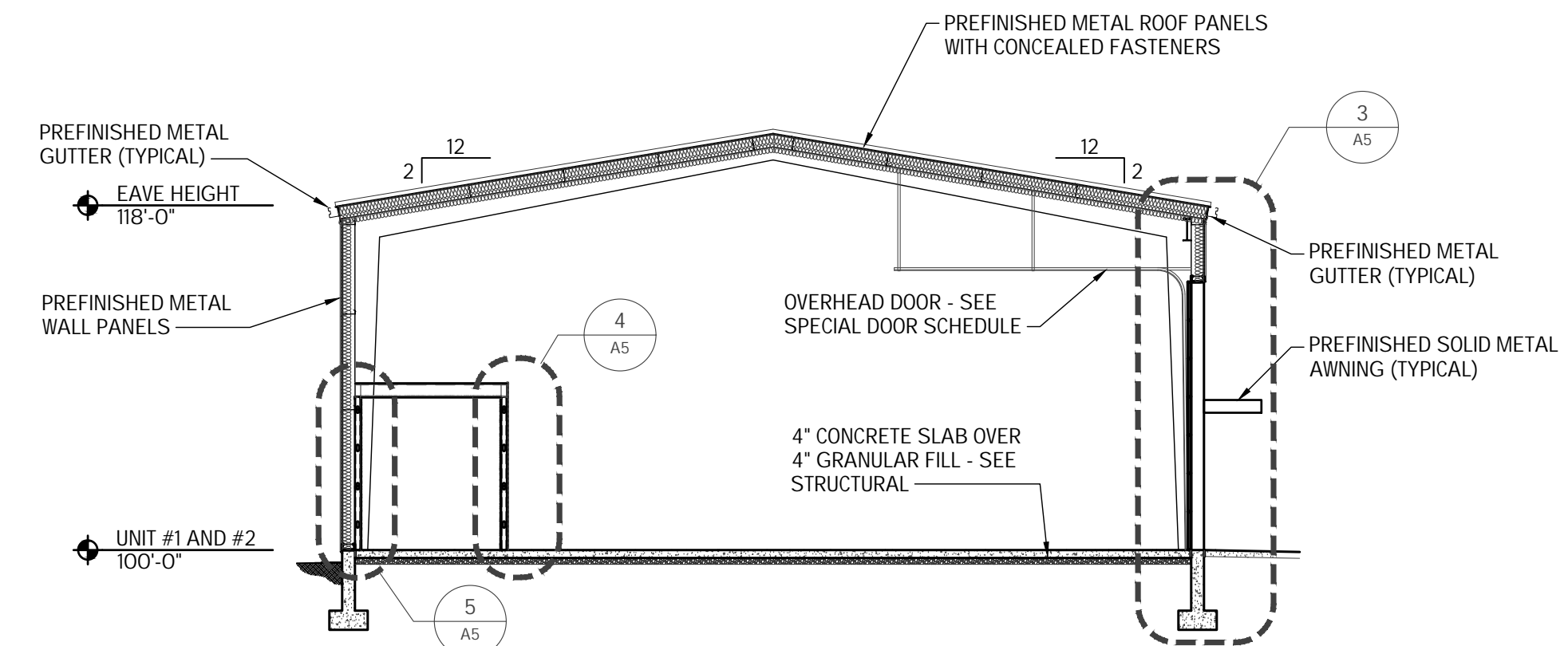
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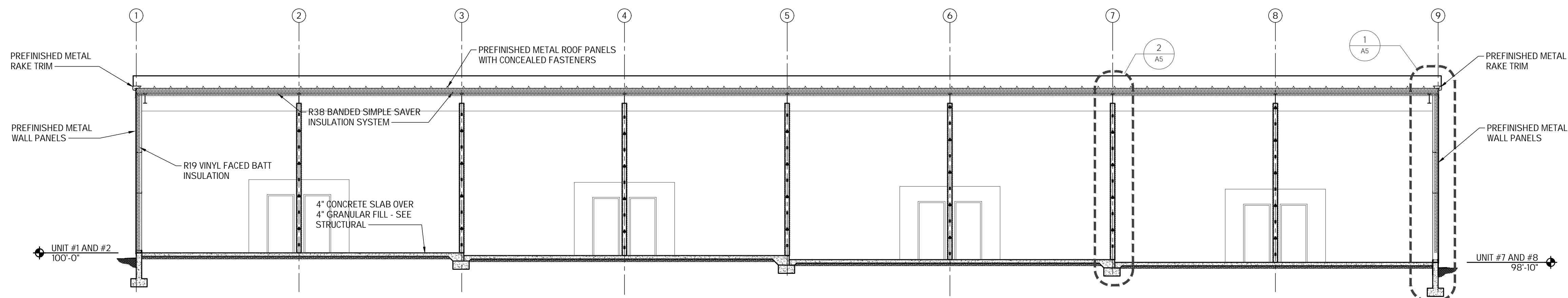
3 METAL BUILDING PLAN
A4 1/8" = 1'-0"

PRE-ENGINEERED METAL BUILDING NOTES:

1. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL LOAD REQUIREMENTS AND FRAMING REQUIREMENTS.
2. ROOF PANELS SHALL BE FURNISHED BY METAL BUILDING MANUFACTURER AND SHALL BE STANDING SEAM ROOF PANELS WITH CONCEALED FASTENERS. - ROOF PANELS SHALL BE COLOR AS SELECTED BY OWNER FROM MANUFACTURER'S STANDARD KYNAR 500 COLORS.
3. WALL PANELS SHALL BE COLOR AS SELECTED BY OWNER FROM MANUFACTURER'S STANDARD KYNAR 500 COLORS.
4. COORDINATE REQUIRED OPENINGS WITH FLOOR PLAN, DOOR SCHEDULES AND WINDOW SCHEDULES.
5. PRE-ENGINEERED METAL BUILDING MANUFACTURER TO PROVIDE GUTTERS AND PRE FINISHED METAL DOWNSPOUTS (4"x5") AS INDICATED ON THE METAL BUILDING PLAN AND/OR THE EXTERIOR ELEVATIONS. PRE-ENGINEERED METAL BUILDING COMPANY SHALL DESIGN GUTTER AND DOWNSPOUT LAYOUT. CALCULATIONS SHALL BE FOR 3"x4" DOWNSPOUTS, BUT PROVIDE AND INSTALL 4" X 5" DOWNSPOUTS. MINIMUM NUMBER OF DOWNSPOUTS REQUIRED ARE SHOWN ON THE ELEVATIONS. CONSULT ARCHITECT IF NUMBER OF DOWNSPOUTS REQUIRED ARE GREATER THAN WHAT IS SHOWN ON THE DRAWINGS.
6. METAL BUILDING MANUFACTURER TO FURNISH R-38 BANDED INSULATION SYSTEM AT ROOFS OF AREAS TO BE ABOVE CONDITIONED SPACES. EXTERIOR WALLS SHALL HAVE R19 VINYL FACED BATT INSULATION IN THE WALLS - TO BE FURNISHED BY THE METAL BUILDING MANUFACTURER.
7. THE PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS SHALL BE PREPARED, STAMPED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF MICHIGAN.
8. METAL BUILDING MANUFACTURER TO PROVIDE STRUCTURE, ROOF PANELS, WALL PANELS, INSULATION AND FLASHINGS - COORDINATE REQUIRED OPENINGS AND SIZES WITH MECHANICAL CONTRACTOR.
9. PROVIDE EXTRA PURLINS AND/OR SUPPORT AS REQUIRED FOR METAL CANOPIES SUPPLIED BY OTHERS. COORDINATE REQUIREMENTS AND LOCATIONS WITH CANOPY MANUFACTURER.
10. THE EAVE HEIGHT IS CONSTANT AND DOES NOT STEP DOWN. BASE OF FRAMES STEP WITH THE FOUNDATION - SEE TOP OF PIER DESIGNATIONS ON METAL BUILDING PLAN AND FOUNDATION PLAN.



2 CROSS SECTION
A4 1/8" = 1'-0"



1 LONG BUILDING SECTION
A4 1/8" = 1'-0"



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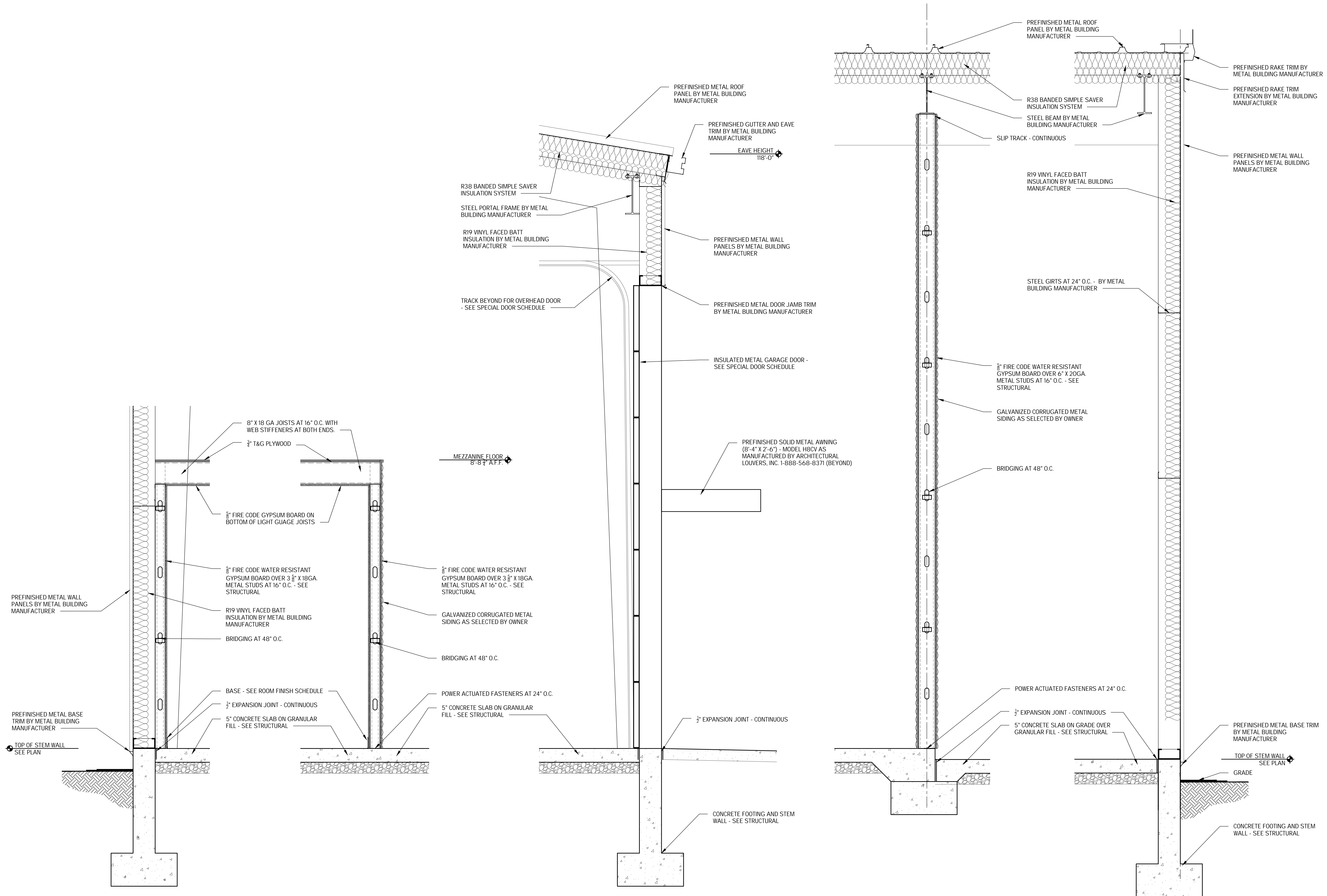
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A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
BUILDING SECTIONS

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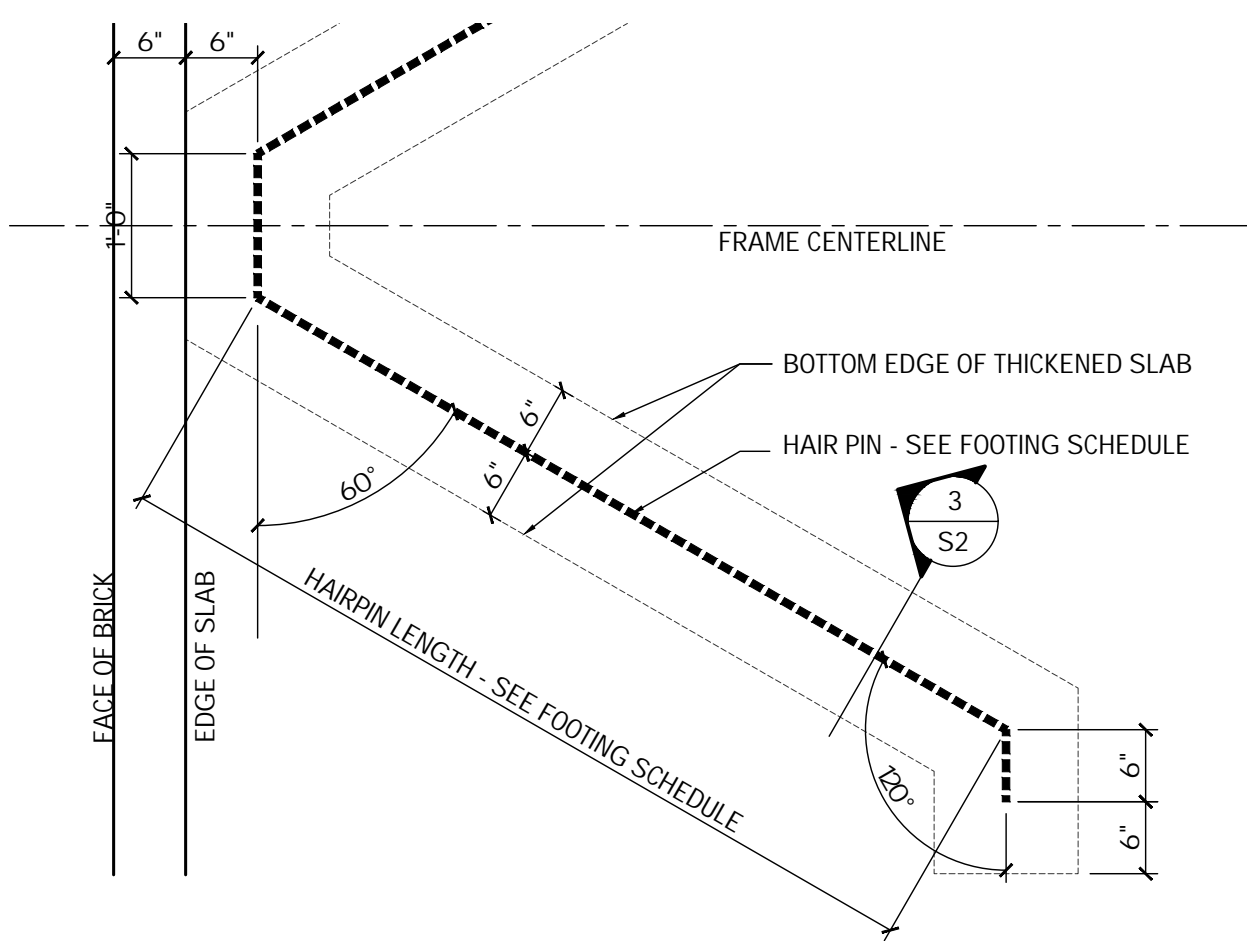
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A NEW FACILITY FOR
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FENTON, MICHIGAN
WALL SECTIONS

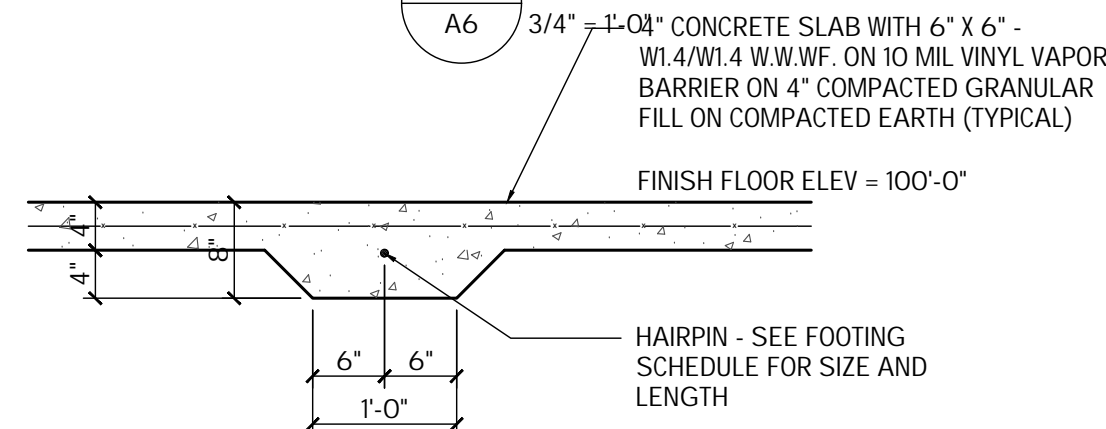
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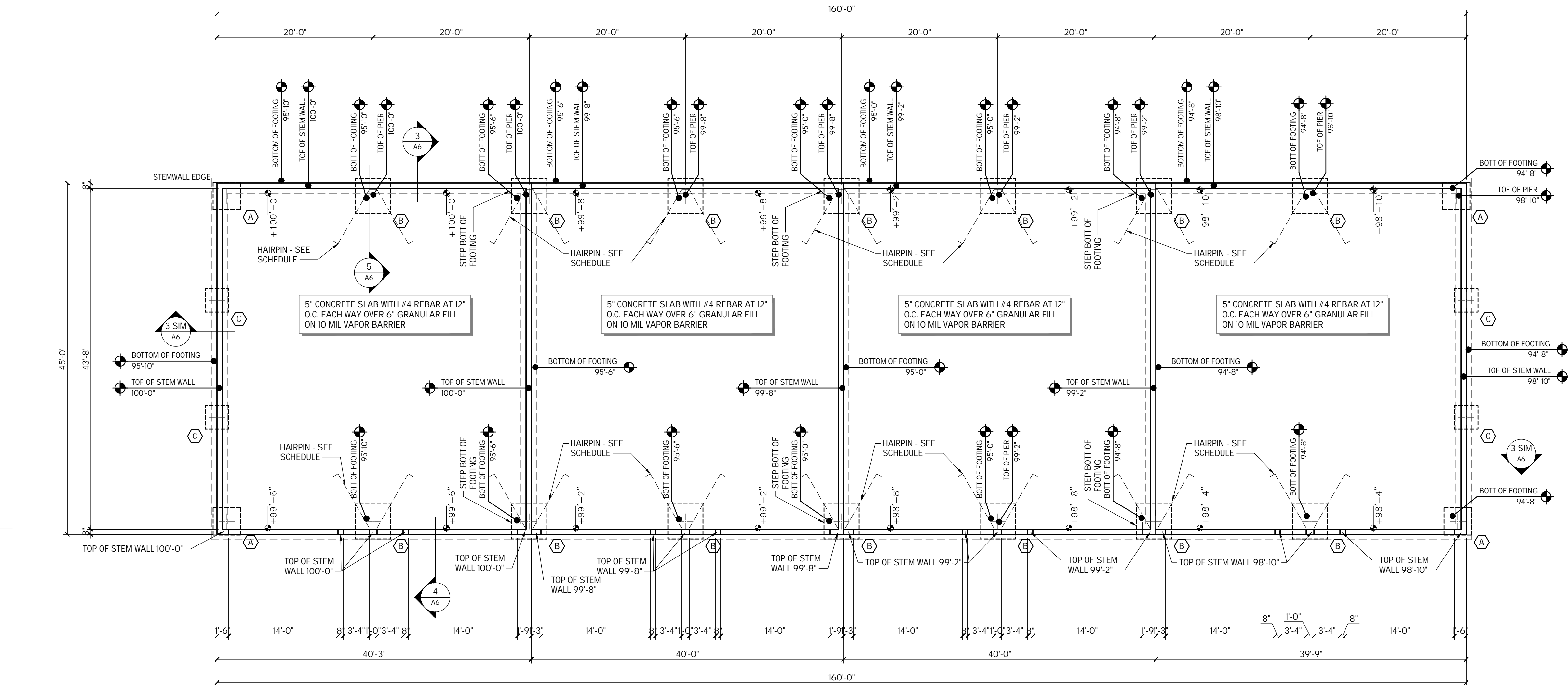
DESIGN LOADS	
ROOF LOADS	
LIVE LOAD	30 PSF
DEAD LOAD	20 PSF
COLLATERAL LOAD	5 PSF
DESIGN GROUND SNOW LOAD, P_g	30 PSF
SNOW EXP FACTOR, C_e	1
SNOW LOAD IMPORTANCE FACTOR, I_s	1.1
THERMAL FACTOR, C_r	1
WIND LOAD	
ULTIMATE SPEED	120 MPH
EXPOSURE	D
RISK CATEGORY	II
SEISMIC DATA	
IMPORTANCE FACTOR I_e	1.25
SITE CLASS -	D (VERIFY)
DESIGN CATEGORY -	C (VERIFY)
RISK CATEGORY -	II
SOIL BEARING - ASSUMED BEARING 2000 PSF	
FROST DEPTH - 42"	
FLOOR LOADS	
STORAGE	125 PSF LIVE
OFFICES	100 PSF LIVE
GYMNASIUMS	100 PSF LIVE
FIXED SEATING ASSEMBLY	60 PSF LIVE
PLATFORM (ASSEMBLY)	100 PSF LIVE
MECHANICAL AREAS	40 PSF LIVE
DEAD LOAD	45 PSF



9 HAIRPIN PLAN DETAIL

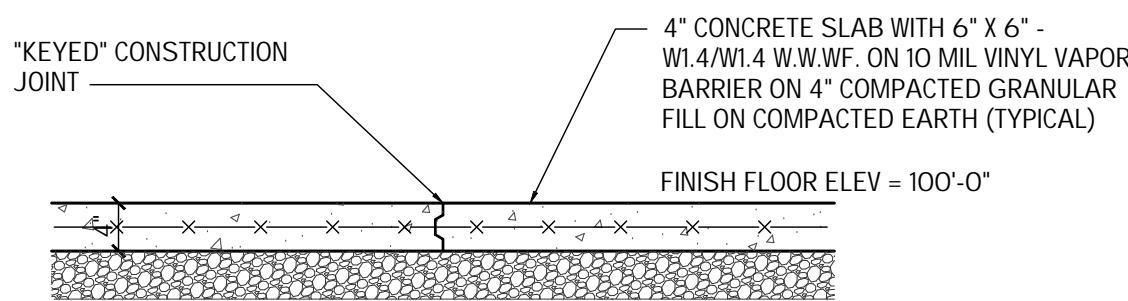


8 HAIRPIN SECTION DETAIL



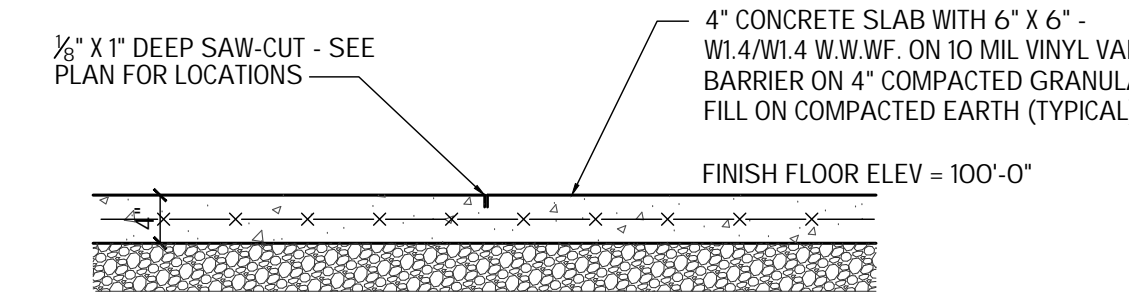
1 FOUNDATION PLAN

A6 1/8" = 1'-0"



7 CONSTRUCTION JOINT

A6 3/4" = 1'-0"

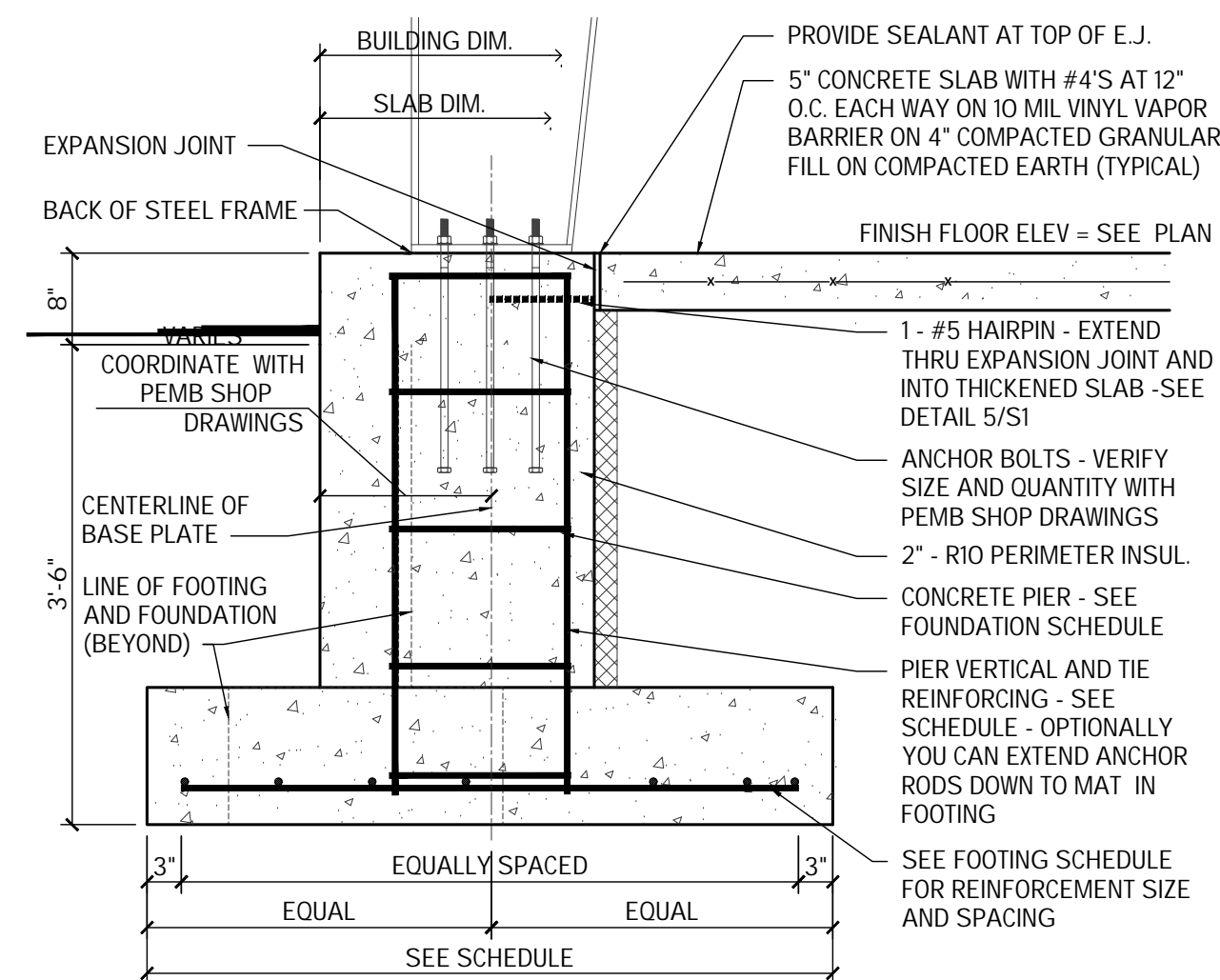


6 CONTROL JOINT

A6 3/4" = 1'-0"

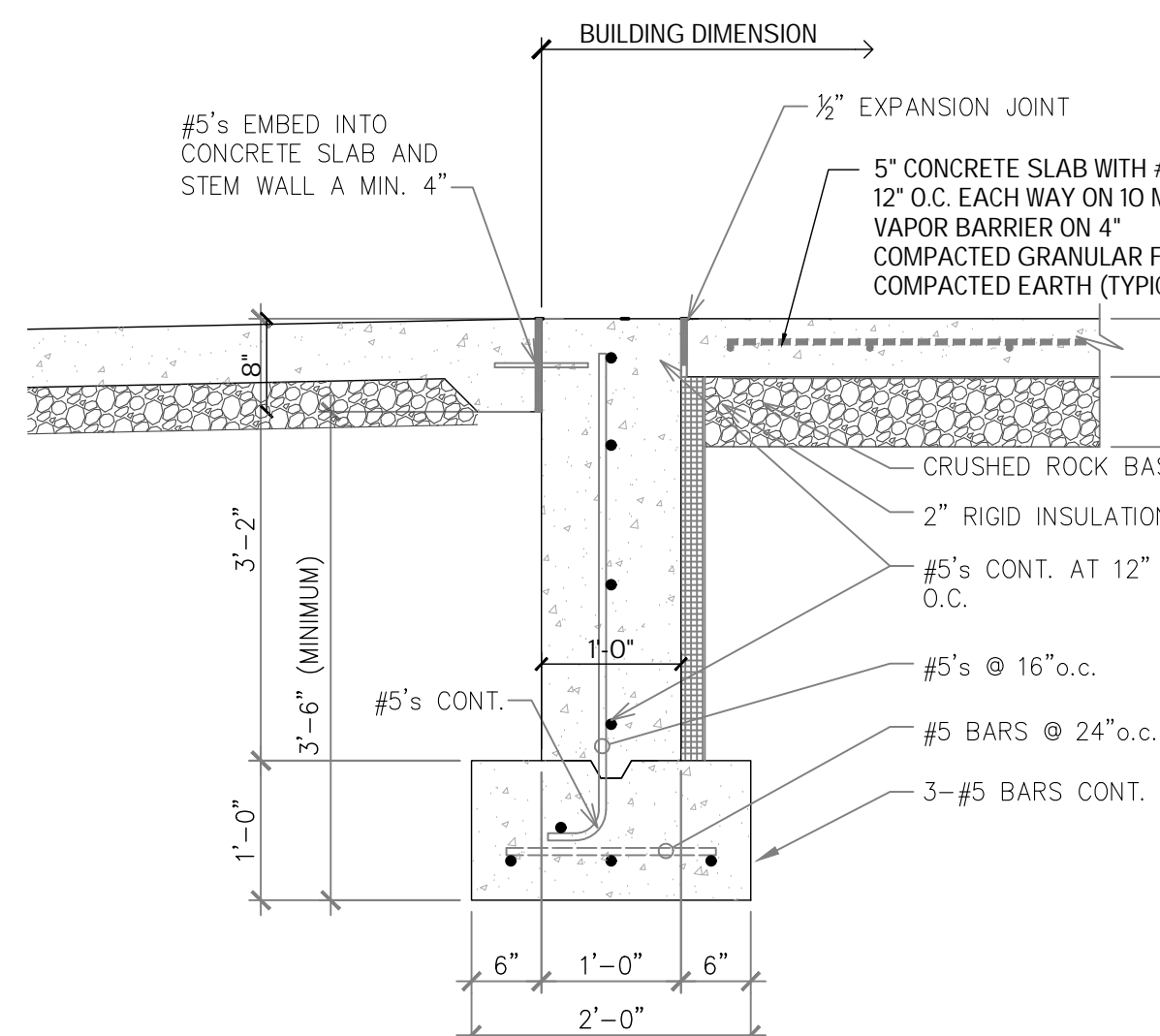
FOOTING SCHEDULE (PAD AND PIER)					
MARK	FOOTING SIZE L X W X THK	FOOTING REINFORCEMENT	PIER SIZE L X W X H	PIER REINFORCEMENT	REMARKS
A	3'-6" X 3'-6" X 12"	(4) #5 x (4) #5	12" x 18" x 26"	(8) #5 WITH #3 TIES AT 12" O.C.	
B	4'-6" X 4'-6" X 12"	(5) #5 x (5) #5	12" x 20" x 26"	(8) #5 WITH #3 TIES AT 12" O.C.	#6 x 10'-0"
C	3'-0" X 3'-0" X 12"	(5) #5 x (5) #5	22" x 20" x 12"	(8) #5 WITH #3 TIES AT 12" O.C.	

FOOTING SCHEDULE NOTES:
1. COORDINATE FOOTING LOCATIONS WITH FINAL SHOP DRAWINGS FROM FABRICATOR.
2. FOOTINGS ARE TO BE CENTERED UNDER PIERS.
3. WIDTH IS MEASURED PERPENDICULAR TO THE EAVE EDGE OF SLAB AND LENGTH IS PARALLEL TO THE EAVE EDGE OF SLAB.



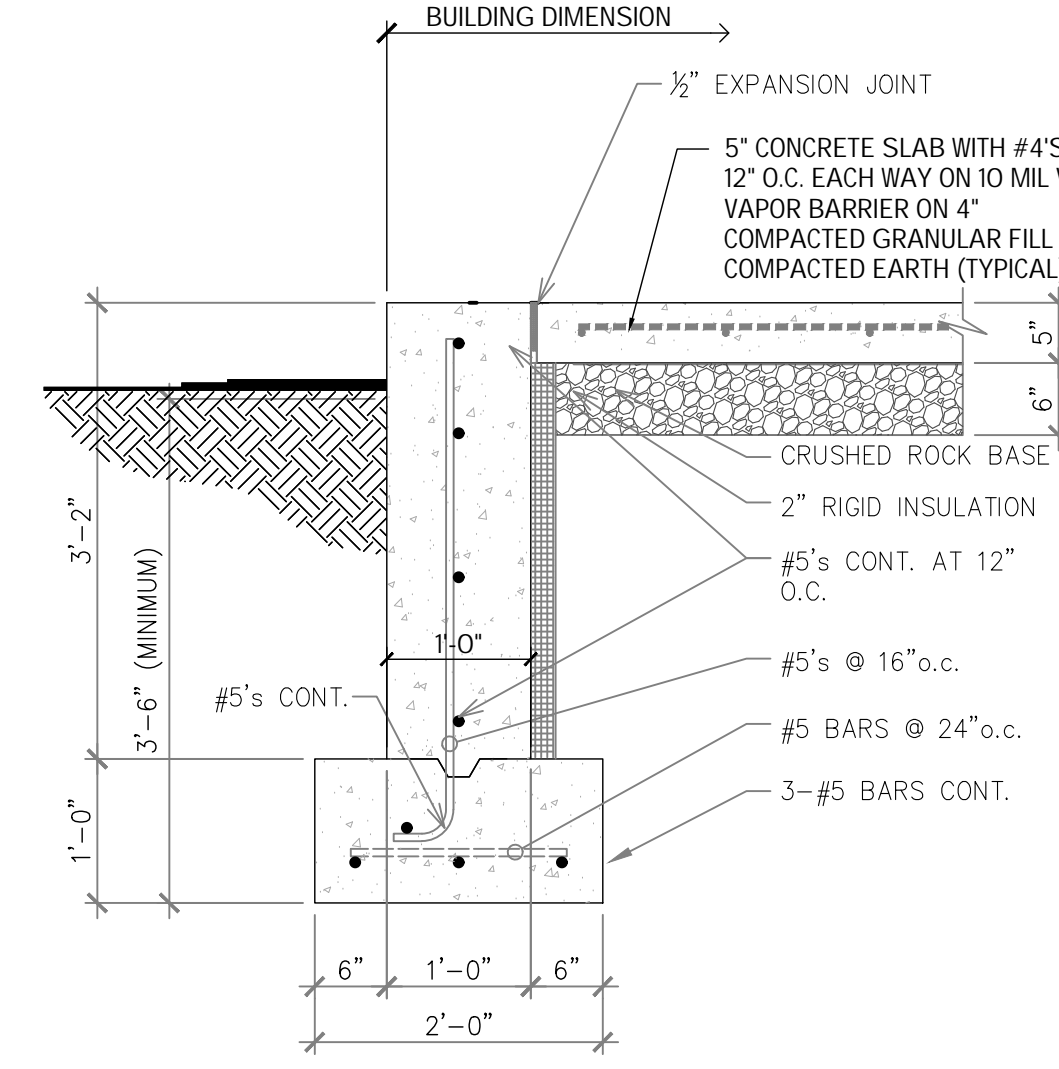
5 TYPICAL FOOTING AT FRAMES

A6 3/4" = 1'-0"



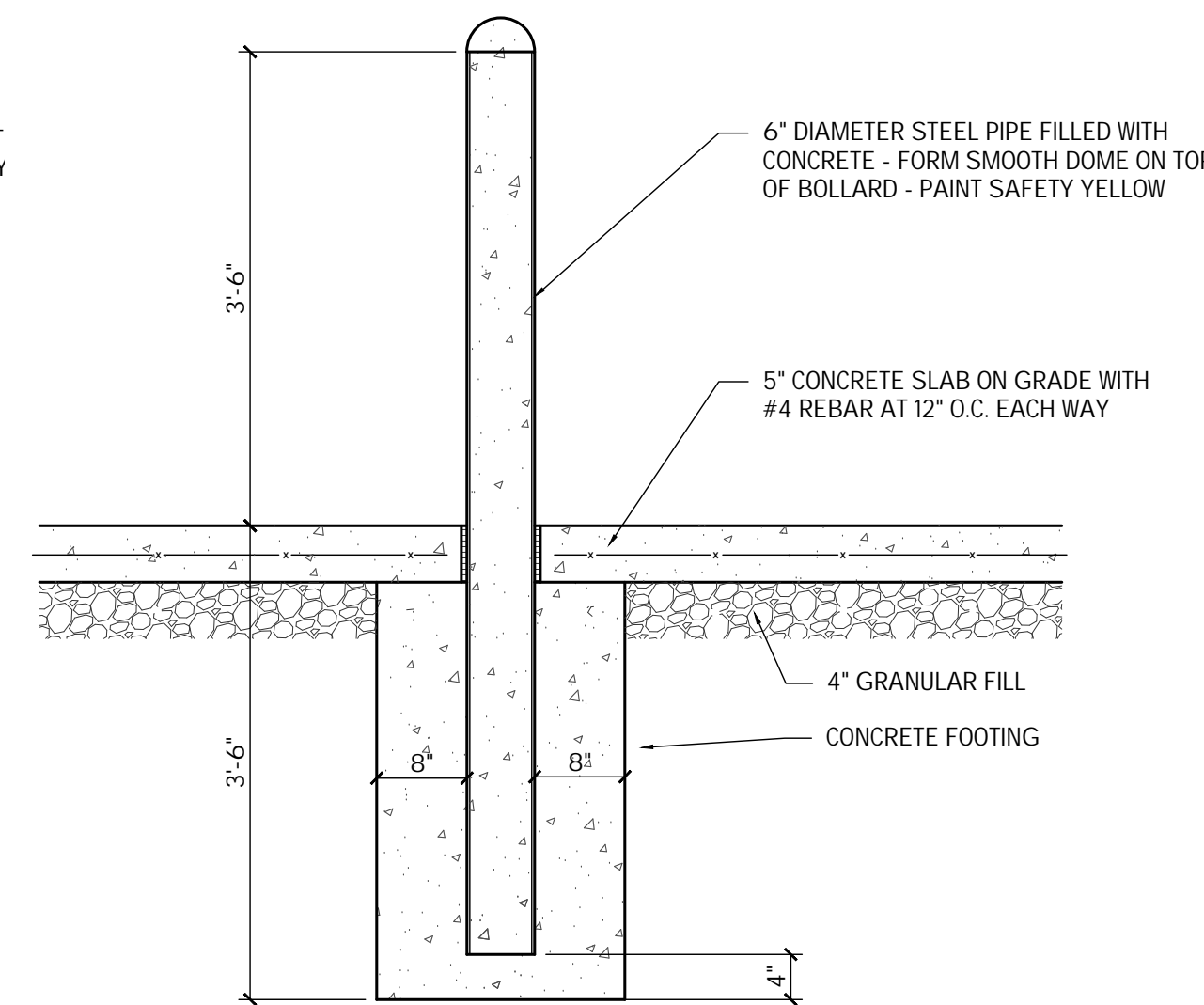
4 TYPICAL FOOTING AT STOOP

A6 3/4" = 1'-0"



3 TYPICAL FOOTING

A6 3/4" = 1'-0"



2 BOLLARD DETAIL

A6 3/4" = 1'-0"



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A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
FOUNDATION PLAN

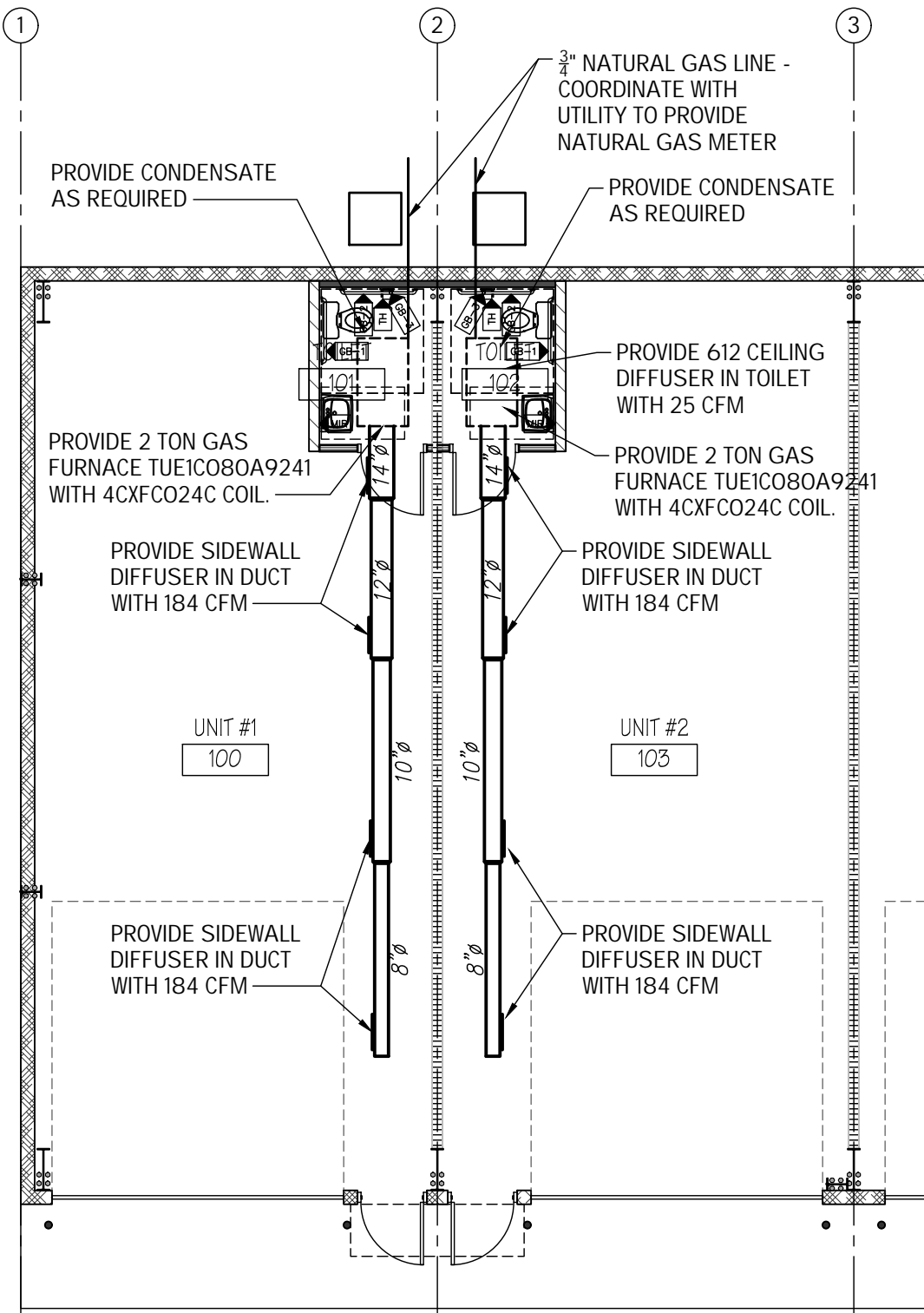
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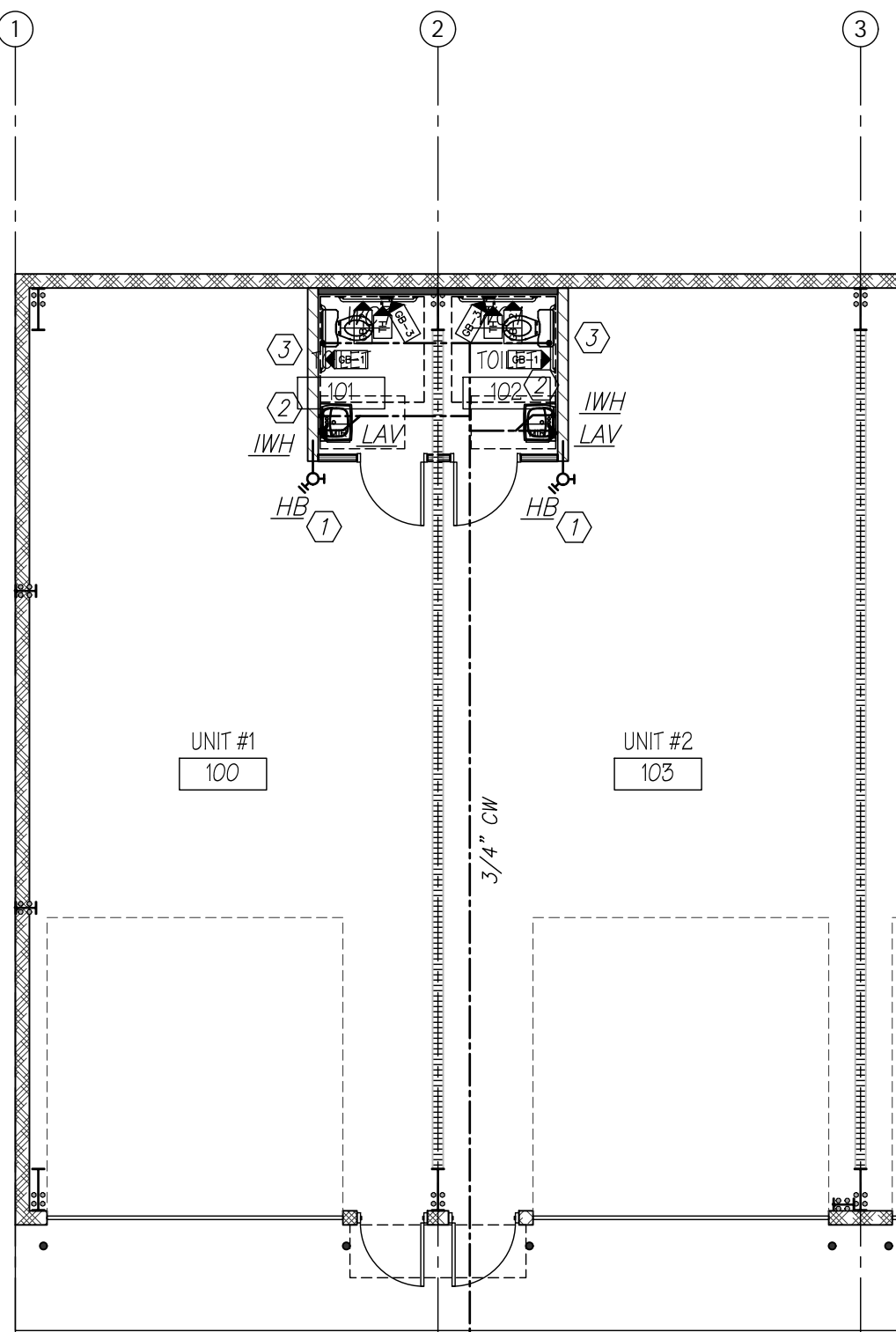
MECHANICAL NOTES:
1. PROVIDE 7 DAY PROGRAMMABLE THERMOSTAT
2. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO ALL LOCAL CODES, INCLUDING THE ENERGY CODES.



8 MECHANICAL PLAN (TYPICAL UNITS)
A7 1/8" = 1'-0"

PLUMBING SUPPLY PLAN
KEYED NOTES:

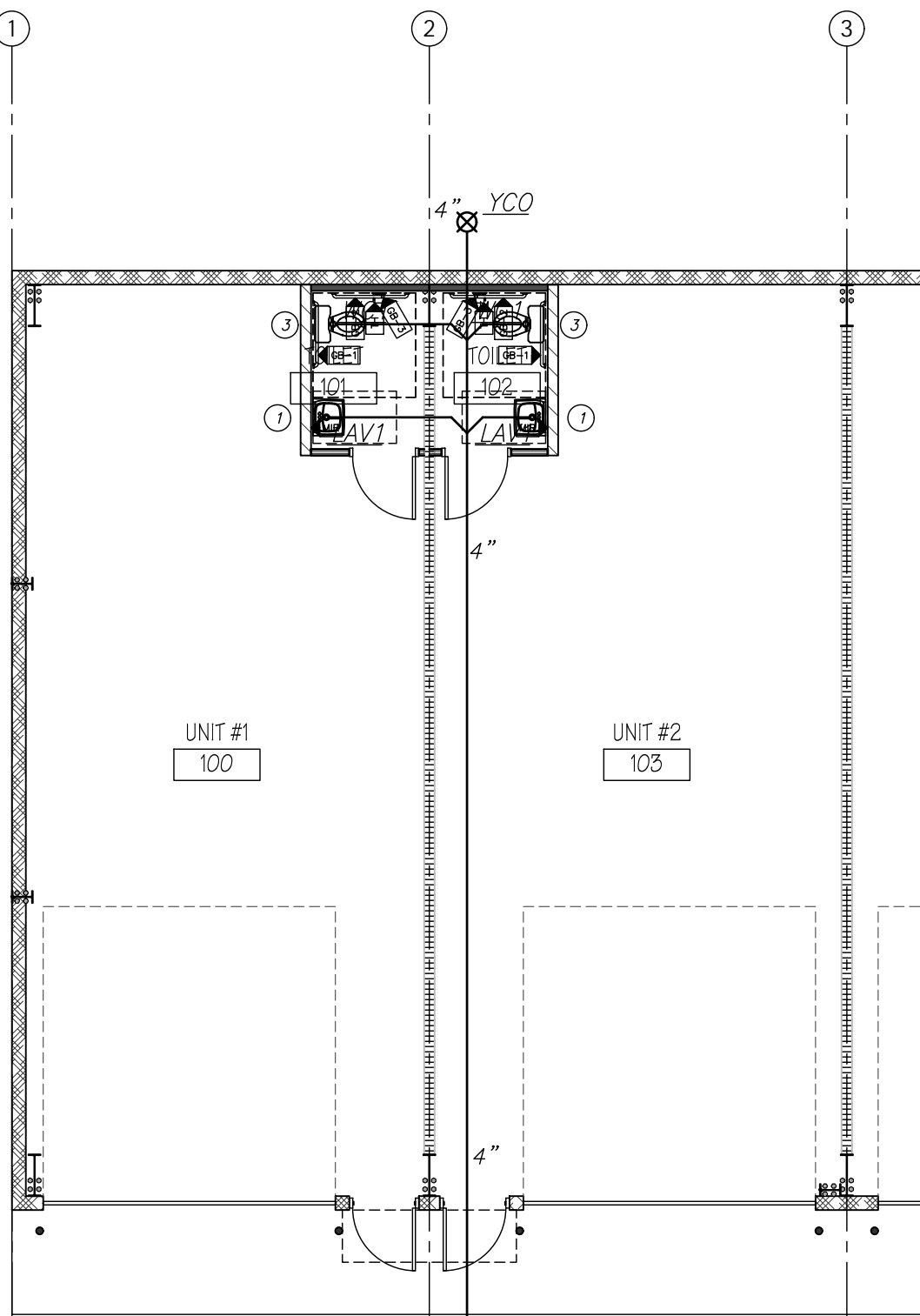
- ① 3/4" CW UP AND CONNECT TO HR
② 1/2" CW & HW UP AND CONNECT TO LVS
③ 1/2" CW UP AND CONNECT TO WC1



5 PLUMBING SUPPLY (TYPICAL UNITS)
A7 1/8" = 1'-0"

WASTE AND VENT PLAN
KEYED NOTES:

- ① 1 1/4" VENT UP
② 1 1/2" VENT UP
③ 2" VENT UP

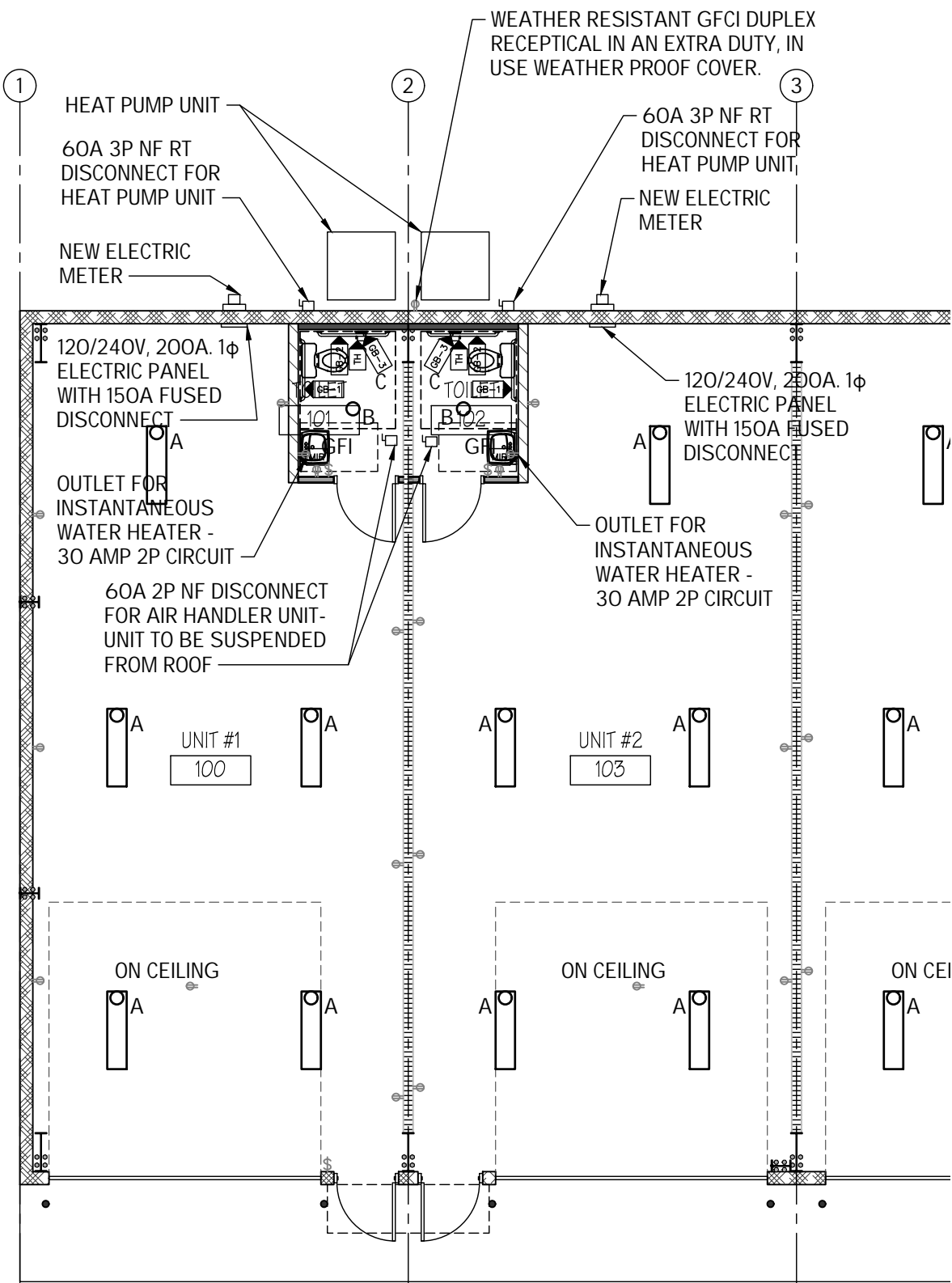


3 SANITARY SEWER (TYPICAL UNITS)
A7 1/8" = 1'-0"

PLUMBING FIXTURE SCHEDULE (OR EQUAL TO)							
PLAN MARK	FIXTURE DESCRIPTION	MANUFACTURER AND CATALOG NUMBER	FITTINGS, ACCESSORIES, AND REMARKS	MIN. SIZE PIPE CONNECTIONS			
				WASTE	VENT	CW	HW
WC1	HANDICAPPED TANK TYPE WATER CLOSET	KOHLER #K-3527-EB	18" HIGH, CLOSE-COUPLED TANK, LOW WATER CONSUMPTION, ANGLE SUPPLY STOP, ELONGATED BOWL. KOHLER #K-4670-C WHITE OPEN FRONT SEAT WITHOUT COVER.	4"	2"	1/2"	---
LAV1	LAVATORY	KOHLER #K-2904	WHITE RECESSED OVAL, KOHLER #K-15635 FAUCET WITH 4" CENTERS, STANDARD SPOUT AND WRIST BLADE HANDLES, 1 1/4" POP-UP DRAIN WITH TAILPIECE, "P" TRAP, ANGLE SUPPLY STOPS. INSULATE WATER AND WASTE PIPING.	1 1/4"	1 1/4"	1/2"	1/2"
HB	FREEZEPROOF HOSE BIBB	WOODFORD #B65	FLUSHED MOUNTED WALL BOX, AUTOMATIC DRAINING, FREEZELESS, ANTI-SIPHON VACUUM BREAKERS.	---	---	3/4"	---
IWH	INSTANTANEOUS WATER HEATER	CHRONOMITE SR-20L	2.4 kW, 120 VOLT, 20MCA				

LIGHTING FIXTURE SCHEDULE						
MK	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	LAMP	MOUNTING	REMARKS
A	1X4 ARCHITECTURAL TROFFER	E-CONOLIGHT	C-WR-B-WLN4-53L-31W-40K-WH	LED	SUSPENDED	MOUNT AT 16' A.F.F.
B	LED DOWNLIGHT	NICOR	DSE821204KRD	LED	SURFACE	
C	EXHAUST FAN	GREENHECK	SPA110	NA	RECESSED	88 CFM EXHAUST FAN WITH TIME DELAY. LOUVERED WALL VENT WITH INSECT SCREEN AT EXTERIOR
D						
E						

LIGHT FIXTURE SCHEDULE NOTES
1. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS MOUNTING HARDWARE NECESSARY ABOVE THE CEILING PLANE.
2. COORDINATE FIXTURE MOUNTING HEIGHTS WITH OWNER.
3. THE CONTRACTOR SHALL USE THE LIGHT FIXTURE MANUFACTURERS MOUNTING HARDWARE WHEN REQUIRED AND SHALL FOLLOW ALL MANUFACTURER INSTRUCTIONS.
4. ADJUST OR LEVEL ALL CEILING INSTALLED FIXTURES AFTER INSTALLATION OF THE CEILING.
5. ALL RECESSED DOWNLIGHTS SHALL BE INSTALLED TO ELIMINATE ALL LIGHT LEAK. ALL RECESSED DOWNLIGHTS SHALL HAVE SELF FLANGED REFLECTORS UNLESS NOTED OTHERWISE.
6. ALL FIXTURE COLORS AND KELVIN TEMPERATURES SHALL BE VERIFIED WITH THE OWNER PRIOR TO ORDERING.



1 LIGHTING AND POWER PLAN (TYPICAL UNITS)
A7 1/8" = 1'-0"



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A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
PME

No.	Date

PROJECT NUMBER
21-08
ORIGINAL ISSUE DATE
06MAY22

A7
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EXHIBIT A

BYLAWS

US23 STORAGE CONDOMINIUMS

ARTICLE I **ASSOCIATION OF CO-OWNERS**

Section 1. **The Association.**

US23 Storage Condominiums, a storage unit condominium project located in Tyrone Township, Livingston County, Michigan, will be administered by an Association of Co-owners, which will be a nonprofit corporation, the US23 Storage Condominium Association (hereinafter the "Association"). The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, property, easements and affairs of the Condominium, subject to and in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements will be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. **Purpose of Bylaws.**

These Bylaws are designated as both the Condominium Bylaws, as required by the Condominium Act, MCL 559.101, et al., as amended, and the Corporate Bylaws as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, et al., as amended. These Bylaws are intended to supersede any prior Bylaws.

ARTICLE II **ASSESSMENTS**

The Association's levying of Assessments and collection of Assessments will be governed by the following provisions:

Section 1. **Taxes and Assessments.**

The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based thereon will be treated as expenses of administration. Governmental special assessments and property taxes will be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231 of the Condominium Act, as amended.

Section 2. Expenses and Receipts of Administration.

All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium will be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium will be receipts of administration, within the meaning MCL 559.154(4) of the Condominium Act, as amended, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Master Deed.

Section 3. Determination of Assessments.

Assessments will be determined as follows:

A. Annual Budget and Annual Assessments.

The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year that may be required for the operation, management and maintenance of the Condominium. Any budget adopted will include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with Subsection D below. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the Annual Assessment for the year will be established based upon that budget. The failure to deliver a copy of the budget to each Co-owner, or otherwise send a bill, coupon or invoice for assessments, will not affect or in any way diminish the liability of any Co-owner for any existing or future Assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year, or to send a bill, coupon or invoice for assessments, will not constitute a waiver or release in any manner of a Co-owner's obligation to pay Assessments. In the absence of any annual budget or adjusted budget, each Co-owner will continue to pay each Assessment at the rate established for the previous fiscal year until notified of any change in the installment payment which will not be due until at least ten (10) days after a budget is adopted.

B. Additional Assessments.

The Board of Directors, in its sole discretion, will have the authority to increase the general Assessment or to levy Additional Assessments as it deems necessary. An Additional Assessment may only be levied for the following purposes:

- (i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance;
- (ii) to provide replacements of existing Common Elements;

- (iii) to provide additions to the Common Elements at a total annual cost not to exceed ten (10%) percent of the Association's annual operating budget from the prior fiscal year;
- (iv) to purchase a Unit upon foreclosure of the lien for Assessments described hereafter; or
- (v) for any emergencies.

The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

C. Special Assessments.

Special Assessments, in addition to those described in Subsections A and B above, may be levied by the Board of Directors as follows:

- (i) Except as may be provided by the Master Deed, common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specially assessed against the condominium unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than 1 condominium unit, the expenses shall be specially assessed equally against each of the condominium units to which such Limited Common Element was assigned so that the total of the special assessments equals the total of the expenses, except to the extent that the Condominium Documents provide otherwise.
- (ii) Any other unusual common expenses benefiting less than all of the condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the condominium unit or condominium units involved, including, but not limited to, any sums owed by a Co-owner under the Condominium Documents, any previously unpaid proportionate share of expenses, irrespective of whether such proportionate share of expenses could have been assessed under any prior version of the Condominium Documents or any other contracts entered into between a Co-owner and the Association.
- (iii) Special Assessments for providing additions to the Common Elements at a total cost exceeding ten (10%) percent of the Association's annual operating budget from the prior fiscal year. Special Assessments as provided for by this Subsection will not be levied without the prior approval of a majority of all Co-owners entitled to vote.

The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

D. Reserve Fund.

The Association shall maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, must be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The reserve must be funded at least annually from the proceeds of the regular Assessments set forth in Subsection A of this Section, but may be supplemented by Additional or Special Assessments. The Board of Directors will annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such Rules and Regulations as it deems desirable with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

Section 4. Apportionment of Assessments.

Unless otherwise provided in these Bylaws or in the Master Deed, all Assessments levied against the Units and Co-owners to cover expenses of management, administration and operation of the Condominium will be apportioned equally by the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default.

Annual Assessments as determined in accordance with Article II, Section 3(A) above will be payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments will be payable as stated in the notice announcing their levy. The Association, as the Board so determines, may establish one or more required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card, or cash.

The payment of an Assessment will be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which will be the first (1st) day of each calendar month, or such other date as may be established by the Board of Directors. Assessments in default will bear interest at the highest rate allowed by law or seven percent (7%) per annum, whichever is lower, until paid in full. In addition, all Assessments, or installments, which remain unpaid as of ten (10) days after the due date based on the postmark date or date of electronic transmission if sent electronically, will incur a uniform late fee of twenty-five (\$25.00) dollars to compensate the Association for administrative costs incurred as a result of

the delinquency. The Board of Directors may revise the uniform late fees and may levy additional late fees for Special and Additional Assessments, pursuant to Article VI, Section 12 of these Bylaws without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the Annual Assessments, the remaining unpaid installments of the Annual Assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner, whether one or more persons, will be personally liable for the payment of all Assessments including, reasonable attorney's fees, costs, late fees and interest levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of Assessments in default will be applied in the following order (from highest priority to least priority):

- (i) to costs of collection and enforcement of payment and/or enforcement of Condominium Documents, including reasonable attorney's fees;
- (ii) fines;
- (iii) late fees;
- (iv) interest; and then
- (v) to installments in default in order of their due dates.

A Co-owner transferring a Unit will not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

Section 6. Developer's Responsibility for Assessments.

The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance, repair, and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units that are owned by Developer which are completed and occupied. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 7. Waiver of Use or Abandonment of Unit.

No Co-owner is exempt from liability for contribution toward the expenses of management, maintenance, operation or administration by any of the following actions: 1) waiver of the use or enjoyment of any of the Common Elements, 2) by abandonment of the Co-owner's Unit, 3) because of uncompleted repair(s) 4) the failure of the Association to provide services and/or management to the Condominium or the Co-owner, or 5) for any other reason.

Section 8. Enforcement.

A. Statutory Lien.

Any sums assessed to a Co-owner that are unpaid, including, reasonable attorney's fees, costs, late fees, interest or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the Assessment before other liens to the extent provided by law. The lien upon each Unit owned by the Co-owner will be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement by the Association.

B. Remedies.

In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent Assessments by a lawsuit for a money judgment or by foreclosure of the statutory lien that secures payment of Assessments, or both. So long as the default continues, a Co-owner:

- i. may not withhold or escrow Assessments;
- ii. may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, the fact that the Association or its agents have not provided services or management to a Co-owner in default;
- iii. will not be entitled to utilize any of the General Common Elements of the Condominium; and
- iv. will not be entitled to vote at any meeting of the Association so long as such default continues.

However, this provision will not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rent for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental as provided in this Article. The Association

may also assess fines for late payment or nonpayment of Assessments in accordance with the provisions of Article XVII of these Bylaws. All remedies will be cumulative and not alternative.

C. Foreclosure of Lien and Foreclosure Proceedings.

Each Co-owner, and every other person who has any interest in the Condominium, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of MCL 559.208 of the Condominium Act, as amended, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who has any interest in the Condominium, will be deemed to have authorized the Association to sell or to cause to be sold the Unit and Improvements with respect to which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit, they were notified of the provisions of this Section, and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of Assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit sold.

D. Notice of Action.

The Association may not commence a judicial foreclosure action nor publish any notice of foreclosure by advertisement until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that an Assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future Assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the Office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under the Condominium Documents or under Michigan law.

E. Expenses of Collection.

All expenses incurred in collecting unpaid Assessments or enforcing the Condominium Documents will be chargeable to the Co-owner in default and will be secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

- i. interest;
- ii. fines;
- iii. late fees;
- iv. costs;
- v. reasonable attorney's fees not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the Co-owner, whether delinquent or not, or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any court action or other proceeding filed by the Co-owner; and
- vi. advances for taxes or other liens or costs paid by the Association to protect its lien.

In the event of a foreclosure sale by the Association, the Co-owner will be liable for Assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

Section 9. Liability of Mortgagee.

The holder of any first mortgage of record covering any Unit in the Condominium, or its successors and assigns, who obtains title to the Unit pursuant to the foreclosure remedies provided in a mortgage, will take the property free of any claims for unpaid Assessments or charges against the mortgaged Unit which became due prior to the date of the foreclosure sale. This provision does not apply to past due claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 10. Unpaid Assessments Due on Sale of Unit.

Upon the sale or conveyance of a Unit, any unpaid Assessments, including interest, late fees, fines, costs and reasonable attorney's fees against a Unit will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except (a) amounts due a federal taxing authority, or the State of Michigan or any subdivision of the State of Michigan for taxes or Special Assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid Assessments.

Section 11. Written Statement of Unpaid Assessments.

A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees outstanding against the Unit. The purchaser is not liable for any unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees in excess of the amount set forth in such written statement, nor will the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance will be liable for any unpaid Assessments against the Unit, together with interest, late fees, fines, costs and

reasonable attorney's fees incurred in connection with the collection of such Assessments. The Association may charge such amounts for preparation of such a statement as the Association will, in its discretion, determine.

Section 12. Construction Liens.

Construction liens attaching to any portion of the Condominium will be subject to the following limitations and MCL 559.232 of the Condominium Act:

A. Except as provided herein, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE III
ALTERNATIVE DISPUTE RESOLUTION

Section 1. Arbitration.

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association will, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act. The parties will accept the arbitrator's decision as binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended, will be applicable to any such arbitration.

Section 2. Right to Judicial Action.

In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association will be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Effect of Election to Arbitrate.

Election by the parties to submit any such dispute, claim or grievance to arbitration will preclude such parties from litigating such dispute, claim or grievance in the Courts.

Section 4. **Mediation.**

The Association may, but is not obligated to, take enforcement action when a dispute under the Condominium Documents is solely a dispute between Co-owners involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between Co-owners, such Co-owners must first work in good faith with each other to resolve their differences before the complaining Co-owner reports an alleged violation of the Condominium Documents to the Association. A Co-owner's complaint to the Association about another Co-owner must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Co-owner; and (d) provide the name, address, phone number(s), and email address(es) of the complaining Co-owner. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation will be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation will be totally voluntary and upon agreement of the disputing parties.

Section 5. **Judicial Claims and Actions.**

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The Developer shall be entitled to enforce the provisions of this Article, regardless of whether the Developer owns any Units. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

A. Board of Director's Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

B. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a

special meeting of the Co-owners (“litigation evaluation meeting”) for the express purposes of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

- i. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
 - a. it is in the best interests of the Association to file a lawsuit;
 - b. that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - c. litigation is the only prudent, feasible and reasonable alternative; and
 - d. the Board of Directors’ proposed attorney for the civil action is of the written opinion that litigation is the Association’s most reasonable and prudent alternative.
- ii. A written summary of the relevant experience of the attorney (“litigation attorney”) the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the number of years the litigation attorney has practiced law.
- iii. The litigation attorney’s written estimate of the amount of the Association’s likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- iv. The litigation attorney’s written estimate of the cost of the civil action through a trial on the merits of the case (“total estimated cost”). The total estimated cost of the civil action shall include the litigation attorney’s expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- v. The litigation attorney’s proposed written fee agreement.
- vi. The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

C. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

D. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

E. Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

F. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-owners of the Association ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by 60% of all Co-owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

G. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Section, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- i. The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- ii. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- iii. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- iv. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- v. Whether the originally estimated total cost of the civil action remains accurate.

H. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- i. The status of the litigation.
- ii. The status of settlement efforts, if any.
- iii. The attorney's written report.

I. Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

J. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV **INSURANCE**

Section 1. Extent of Coverage.

The Association will carry 1) fire and extended coverage insurance, 2) vandalism and malicious mischief insurance 3) liability insurance, with minimum coverage of not less than \$1,000,000.00 per occurrence, 4) workmen's compensation insurance, if the Association is required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq. 5) Fidelity Bond coverage in an amount no less than a sum equal to three months aggregate Assessments on all Units plus reserve funds on hand, such Fidelity Bond insurance to cover all officers, Directors and employees of the Association and for all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they will be responsible for obtaining the same type and amount of coverage on their own before handling an Association funds), 6) Directors and Officers Liability coverage, and 7) such other insurance as the Board of Directors deems advisable, including but not limited to umbrella insurance, and all such insurance will be carried and administered in accordance with the following provisions:

A. Responsibilities of Association.

All such insurance will be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

B. Responsibilities of Co-Owners.

It will be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's Unit and all appurtenant Limited Common Elements for which the Co-owner bears maintenance, repair and/or replacement responsibility including, but not limited to, the following: 1) the interior of the Unit and all Common Elements within the Unit and the Limited Common Elements appurtenant to the Unit, all fixtures, equipment and trim within a Unit, 2) personal property located within a Unit or elsewhere in the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Master Deed, 3) for any alternative living expenses in event of fire or other casualty and 4) for any common element modifications that are approved by the Association to the extent that the written common element modification agreement so provides. The Association will have no responsibility for obtaining such coverage.

It will be each Co-owner's responsibility to determine by personal investigation or by consultation with the Co-owner's insurance advisor whether the Co-owner's insurance will be adequate in type and amount to recompense the Co-owner for all foreseeable losses and liability risks. Each Co-owner will deliver certificates of insurance to the Association to evidence the continued existence of all insurance required to be maintained by the Co-owner and the Association may require such certificates of insurance at its discretion. If a Co-owner fails to obtain the above described insurance or to provide evidence of insurance coverage to the Association, then the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association Assessments may be collected in accordance with Article II above.

C. Insuring of Common Elements.

All Common Elements of the Condominium, including the building and all structural components of the building, will be insured by the Association or Co-owners, as the case may be, according to the responsibilities assigned in Article IV of the Master Deed, against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current replacement cost of the insurable Improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage may also include as secondary coverage, structural or load-bearing interior walls within any Unit. If the Association elects to include such items under its insurance coverage, any additional premium cost to the Association may be assessed to and paid by said Co-owner(s) and collected as a part of the Common Elements against said Co-owners under Article II of these Bylaws.

D. Proceeds of Insurance Policies.

Proceeds of all the Association's insurance policies will be received by the Association and distributed to the Association, the Co-owners and their mortgagees as their interests may appear. Whenever repair or reconstruction of the Condominium will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium without the prior written approval of a majority of all of the institutional holders of first mortgages on Units in the Condominium.

E. Determination of Primary Carrier.

In situations where there are overlapping coverages under policies carried by the Association and one or more Co-owner(s), the provisions of this Subsection will control in determining the primary carrier.

(i). Cases of Property Damage

In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master

Deed including Improvements and betterments, or incidental or consequential damages to any other Unit resulting from an item, element or occurrence for which the Co-owner is assigned responsibility in Article IV of the Master Deed, the Co-owner's policy/carrier will be deemed to be the primary carrier.

In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association's policy/carrier will be deemed to be the primary carrier.

(ii). Cases of Liability for Personal Injury or Other Occurrences

In cases of liability for personal injury or otherwise, or occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed including Improvements and betterments, the Co-owner's policy/carrier will be deemed to be the primary carrier.

In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed including Improvements and betterments, the Association's policy/carrier will be deemed to be the primary carrier.

(iii). Association's Liability

In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds, and will not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or any repair or replacement of same, the insurance carrier of the Co-owner will have no right of subrogation against the Association or its carrier.

Section 2. Association as Attorney-in-Fact to Settle Insurance Claims.

Each Co-owner will be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all insurance matters relating to the Condominium, the Co-owner's Unit and the Common Elements. Without limiting the foregoing, the Association, as said attorney, will have full authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear subject to the Condominium Documents, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as will be necessary or convenient to accomplish the foregoing.

Section 3. Indemnification.

Each individual Co-owner will indemnify and hold harmless every other Co-owner, the Developer, and the Association for all damages and costs, including attorney's fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article and will carry insurance to secure this indemnity if so required by the Association. This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Section 4. Expenditures Affecting the Administration of the Project.

Expenditures affecting the administration of the Condominium project will include costs incurred in the satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium project. Receipts affecting the administration of the Condominium project will include all sums received as proceeds of or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium project.

ARTICLE V
RECONSTRUCTION OR REPAIR IN CASE OF INSURED CASUALTY

Section 1. Determination of Reconstruction or Repair.

This Article will apply to damage that is caused by casualty or another insurable event. Any other situations involving maintenance, repair and replacement will be governed by the allocation of responsibilities contained in Article IV of the Master Deed. If the damaged property is a Common Element or a Unit, the property will be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners, in value, that are entitled to vote in the Condominium and the Developer that the Condominium will be terminated, and not less than sixty-six and two-thirds (66 2/3%) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

Section 2. Repair and Reconstruction to Condition Existing Prior to Damage.

Any reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Condominium Documents are amended in accordance with the Michigan Condominium Act, MCL 559.101, et seq.

Section 3. Co-owner Responsibility for Reconstruction or Repair.

A. Definition of Responsibility.

If the damage is only to personal property, a Unit, part of a Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair or insure, it will be the responsibility of the Co-owner to promptly repair such damage in accordance with Subsection B below.

B. Co-owner Responsibility.

Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

- (i) a Common Element for which the Association is responsible pursuant to Article IV of the Master Deed;
- (ii) the maintenance, repair or replacement of any such Common Element;
- (iii) the Co-owner's, occupant(s) or invitee(s) own actions or any failure of the Co-owner, occupant, or invitee to take appropriate preventive action; or
- (iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit;

the Co-owner of the Unit will promptly repair or replace the damage to their Unit, personal property or to a Limited Common Element for which the Co-owner is responsible for maintaining or insuring under the Condominium Documents. If another Co-owner is responsible for the costs of repair or replacement under the Condominium Documents then the Co-owner making the repair or replacement may seek indemnification from the responsible Co-owner. A Co-owner who desires to make a structural repair or modification to their Unit must first obtain written consent of the Association.

Each Co-owner will be responsible for the cost of repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility under the Condominium Documents. If any damage to the Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same will be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs will be allocated in accordance with the provisions of this Section 3 and Section 4 below. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1(E), the Co-owner will be entitled to receive the related proceeds of insurance, only in the absence of Co-owner coverage, but the Co-owner will be responsible for any deductible amount, and if there is a mortgagee endorsement, the proceeds will be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs.

Section 4. Association Responsibility for Reconstruction or Repair.

Subject to the responsibility of the individual Co-owners as outlined above and other provisions of the Condominium Documents, the Association will be responsible for the reconstruction and repair of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, Assessments will be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property as provided in the Condominium Documents in sufficient amounts to provide funds to pay the estimated or actual costs of repair. The Association will not be responsible for incidental damage caused by a General Common Element to any person, personal property, Limited Common Element and/or a Unit, unless such damage is covered by insurance carried by the Association. If the damage is covered by insurance carried by the Association, the Association's liability is limited to the amount of the insurance proceeds that it collects. If the incidental damage is also covered by insurance carried by a Co-Owner, the Association will not be liable for any incidental damage and the insurance carrier of the Co-Owner will not have a right of subrogation against the Association. The Association's liability for incidental damage will not exceed One Thousand Dollars (\$1,000.00) per occurrence, irrespective of whether the damage is covered by insurance carried by the Association.

Section 5. Timing.

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance will proceed with the replacement or repair of the damaged property without delay.

Section 6. Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.

The cost of repairing damage to any portion of the Condominium Premises which is uninsured or within the limits of any applicable insurance deductible will be paid by the responsible Co-owner whenever the damage is a result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission.

By way of example, uninsured damage to the Condominium Premises which results from negligent smoking within a Co-owner's Unit or from a Co-owner's failure to maintain the furnace or a plumbing fixture serving their Unit in good working order or repair, will be the responsibility of that Co-owner.

Section 7. Indemnification.

Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, reasonable attorney's fees, which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or other area for which the Co-owner is assigned the responsibility to maintain, repair and replace. Each Co-owner will carry insurance to secure this indemnity. This Section will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. Eminent Domain.

MCL 559.233 of the Condominium Act, to the extent not inconsistent with the following, and the following provisions will control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain.

If any portion of the Common Elements is taken by eminent domain, any award will be distributed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements. Any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners will be binding on all Co-owners.

B. Taking of a Unit by Eminent Domain.

If an entire Unit is taken by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee of the Unit, as their interests may appear. After acceptance of the award by the Co-owner and the mortgagee of the Unit, the Co-owner will be divested of all interest in the Condominium and the undivided interest in the Common Elements appertaining to the Unit will thereafter appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court will enter a decree reflecting the reallocation of the undivided interest in the Common Elements, as well as, for the Unit.

C. Partial Taking of a Unit.

If portions of a Unit are taken by eminent domain, the Court will determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements will be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements divested from the Co-owner(s) of such Unit will be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken will receive the reallocation in proportion to its undivided interest as reduced by the Court under the Subsection. The Court will enter a decree reflecting the reallocation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner pursuant to the following Subsection, as well as, for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain.

If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Unit will appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit will thereafter be a Common Element. The Court will enter an order reflecting the reallocation of undivided interests and the award will include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

E. Future Expenses of Administration Appertaining to Units Taken by Eminent Domain.

Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain will appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken will receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the Taking by Eminent Domain.

If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium will be re-surveyed and the Master Deed amended accordingly. Any amendment to the Master Deed may be signed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the approval of holders of two-thirds (2/3) of all first mortgage liens on individual Units in the Condominium in accordance with MCL 559.190a.

Section 9. Rights of First Mortgagees.

Nothing contained in the Condominium Documents will be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

Section 10. Notification to Mortgagees and Guarantors.

The Association will give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI **RESTRICTIONS**

Section 1. Use of Unit.

A. Use Requirement.

Each Unit will be used for storage use in conformity with Tyrone Township Zoning Ordinances.

B. Occupancy Restrictions.

All Units will be occupied in strict conformance with the restrictions and regulations of the International Property Maintenance Code, or such other codes or ordinances that may be adopted by Tyrone Township. Such restrictions will automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by Tyrone Township, such that the occupancy of all Units in the Condominium will be in accordance with all Tyrone Township regulations at all times or by Rules and Regulations adopted by the Board of Directors.

Section 2. Leasing and Rental of Units.

A. Right to Lease.

All leases shall:

- (i) require the lessee to comply with the Condominium Documents;
- (ii) provide that failure to comply with the Condominium Documents constitutes a default under the lease; and
- (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Co-owner in the event of a default by the tenant in the performance of the lease including for violation of any provisions of the Condominium Documents.

For purposes of these Condominium Bylaws, "lease" shall refer to: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not used for storage by the Owner; and (ii) any form of agreement or arrangement under which the Owner of a Unit permits another Person to use all or less than all of a Unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Bylaws and all leases, rental agreements and occupancy agreements shall so state.

B. Procedures for Leasing.

The leasing of Units in the Condominium will conform to the following provisions:

- (i) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement. Co-owners must keep the Association informed of their current correct address, phone number(s), and an emergency phone number. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of Assessments under Article II of these Bylaws. This provision shall also apply to occupancy agreements.
- (ii) Tenants or Nonco-owner occupants or users shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements will so state.
- (iii) If the Association determines that the tenant or Nonco-owner occupant or user has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:
 - (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
 - (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner will be responsible for reimbursing the Association for all

costs incurred in obtaining judicial enforcement of its rights, including reasonable attorney's fees.

- (iv) When a Co-owner is in arrears to the Association for Assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement. After receiving the notice, the tenant will deduct from rental payments due the Co-owner the arrearage and future Assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings and/or (3) initiate proceedings pursuant to MCL 559.212(4)(b) of the Condominium Act.

C. Lease Service Charges.

In each situation where the Association through a Board member, contractor or management agent is asked to provide emergency service to a tenant or Nonco-owner occupant due to the unavailability of the Landlord or Co-owner of the Unit, a reasonable administrative fee, as established by the Board in its discretion, will be levied to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or Nonco-owner occupant of that Co-owner's Unit and in such cases the Association will not respond. The Association will have no liability for not responding and will be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

Section 3. Alterations and Modifications.

A. General.

1. Written Approval Required.

No Co-owner may make any Improvement, alterations in exterior appearance or structural modifications to any Unit, or to interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements, Limited or General, without the express written approval of the Board of Directors.

2. Plans and Specifications Required.

Plans and specifications must be submitted to the Board of Directors prior to the commencement of construction, maintenance, alteration, or addition to any structure or Improvement for which the Association's approval is required, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme,

location and approximate cost of such structure or Improvement, as appropriate, will have been submitted to and approved in writing by the Association.

The Association has the right to refuse to approve any plans or specifications which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon plans, specifications, grading or landscaping, it has the right to take into consideration the suitability of the proposed structure, Improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony with the Condominium as a whole. Every request for Association approval is to be considered and decided separately on its own respective facts, circumstances and merits; no previously approved Improvements, past course of dealings or past practices binds or requires the Board of Directors to approve or deny any later Improvement or approval request. The Board of Directors has the sole right and authority to promulgate specifications, standards, requirements and Rules and Regulations with respect to the design, style, location, number, color and other specifications for any Improvement. The Board of Directors further has the sole power and discretion to determine what is acceptable and what is objectionable and not permitted, based on the Board of Directors' interpretation and determination of the overall aesthetics of the community.

3. Written Modification Agreement.

If any application for changes to the Common Elements are approved by the Board of Directors, then such approval will be subject to a recordable, written instrument executed by the Co-owner and Association acknowledging that installation, maintenance and insuring of all of the Improvements are to be at the Co-owner's sole expense. The written instrument must also state that any injury to the Common Elements will be repaired promptly by the Co-owner at their sole expense and that the Improvements will be completed by a date to be determined and established by the Board of Directors.

4. Failure to Maintain and Repairs by the Association.

If a Co-owner fails to maintain and/or repair any modification or Improvement to the satisfaction of the Association, then the Association may undertake to maintain and/or repair the same and assess the Co-owner the costs and collect the same from the Co-owner in the same manner as provided for the collection of Assessments in Article II of these Bylaws. The Association may require the Co-owner to maintain insurance on any modifications or Improvements. A Co-owner must not in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, then the Association may remove any coverings or attachments of any nature that restrict such access and will not be responsible for repairing, replacing or reinstalling any materials, regardless of whether the installation has been approved, that are damaged in the course of gaining such access. The

Association is not responsible for monetary damages arising out of actions taken to gain necessary access.

5. *Indemnification by Co-owner.*

The Co-owner, including any subsequent Co-owner of the same Unit, who installs, places or uses any given Improvement or modification to a Common Element must indemnify and hold the Association, the Board of Directors and any other Co-owner or Nonco-owner occupant harmless from and against any and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees, which may result from or are in connection with such Improvement or modification. The Co-owner, including any successor Co-owner of the same Unit, who installs, places or uses any given Improvement or modification to a Common Element waives, releases and holds the Association, including its agents, officers, directors, contractors and employees, harmless from any and all claims of damage or destruction to such Improvement or modification of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with the Condominium Documents.

B. **Satellite Dishes and Antenna.**

A Co-owner or a tenant using a Unit in compliance with the requirements of these Bylaws may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which they have a direct or indirect ownership or leasehold interest and which is within their exclusive use or control, an antenna and/or a mast that supports an antenna. The antenna and/or mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a), as amended, of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), but every such installation must conform with the limitations and procedures of this Section and all applicable written Rules and Regulations of the Association, except in either case to the extent they are construed to conflict with the Federal Telecommunications Act of 1996, as amended, or the FCC Rule. The Rules and Regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas must not impair the reception of an acceptable quality signal and must not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such Rules and Regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such Rules and Regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any Rules and Regulations regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence will not be construed to require the Board of Directors promulgate any Rules and Regulations permitting the installation of antennas or masts on any General Common Element. Antenna masts, if any are permitted, may be no higher than is necessary to receive an acceptable quality signal and, due to safety concerns, may not extend more than twelve (12) feet above the roofline without preapproval. The Association may prohibit Co-

owners from installing an antenna otherwise permitted by this Subsection if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

If an antennae or dish installation may not proceed as a matter of right under the FCC Rules and orders, then a Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board of Directors reasonably requires to determine whether the proposed installation is permitted by this Section and all valid Rules and Regulations promulgated by the Board of Directors regarding the installation and placement of antennas. The Co-owner must not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

- (1) Request from the Co-owner such additional relevant information as the Board of Directors reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically will be deemed extended to a date which is five (5) days after all such information is received by the Association; or
- (2) Notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner they may appear before and be heard by the Board of Directors or a committee of the Board of Directors to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned to a date and time mutually convenient to the Co-owner and Board of Directors or committee of the Board of Directors.

Except as the Board of Directors or a committee of the Board of Director has declared its approval of a proposed antenna installation in a signed writing and the installation has been made substantially in the manner approved by the Board, the Association may exercise all, or any, of the remedies set forth in these Bylaws with respect to an antenna installation later determined not to be permitted by this Section and all valid Rules and Regulations promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-owner all costs incurred by the Association for the removal of such antenna and/or for the repair of the Common Elements, together with the Association's attorney's fees and other costs of collections, in accordance with Article II of these Bylaws.

Section 4. Activities and Conduct upon the Condominium Premises.

No immoral, noxious, improper, illegal or offensive activity will be carried on in any Units or on the Common Elements, Limited or General, nor will anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity will be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be tolerated. There will not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium. The Board of Directors of the Association will be the final arbiter of whether an animal, device or thing is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved will be mediated by the disputing Co-owners in accordance with Article III of these Bylaws. No Co-owner will do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. Animals upon the Condominium Premises.

A. Restrictions Applicable to Animals in the Condominium.

All animals maintained on the Condominium Premises must be registered with the Association. Any animals permitted in the Condominium will have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. Any exotic pets or animals are strictly prohibited. No animals may be kept or bred for any commercial purpose. No animal may be permitted to be housed inside or outside of a Unit, in a pen or otherwise, nor will animals be tied or restrained outside or be allowed to be loose upon the Common Elements. All animals will be leashed when outdoors with the leash being held and controlled at all times by a responsible person and otherwise in accordance with any ordinances of Tyrone Township. Each Co-owner will be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner anywhere in the Condominium. Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type will be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time will indemnify and hold harmless the Association for any loss, damage or liability, including attorney's fees and costs, which the Condominium may sustain as a result of the presence of such animal on the Condominium Premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II of these Bylaws. No animal that creates unreasonable noise and can be heard on any frequent or continuing basis will be permitted on the Common Elements. The Association may charge Co-owners who animals to use the premises a reasonable Additional Assessment to be collected in the manner provided in Article II of these Bylaws if the Association determines such Assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals allowed on the premises in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's shots will be provided to the Association

upon request. The Board retains authority to approve animals that would otherwise violate this Subsection to the extent such approval would be a reasonable accommodation under applicable state and federal laws protecting persons with disabilities.

B. Association Remedies.

The Association may adopt such additional reasonable Rules and Regulations with respect to animals, as it may deem proper. The Association may, after notice and hearing, without liability to the owner, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association.

Section 6. Aesthetics, Storage, Trash and Use of Common Elements.

The Common Elements, Limited or General, will not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in the Master Deed or duly adopted Rules and Regulations of the Association. All rubbish, trash, garbage and other waste will be regularly removed from each Unit and will not be allowed to accumulate inside. Unless special areas are designated by the Association, trash receptacles will not be permitted on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash will be stored and handled in accordance with the applicable Rules and Regulations of the Association and Tyrone Township ordinances and Co-owners will be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. If Tyrone Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner will participate in such program, and the Association will be billed by Tyrone Township for such services, which will be deemed to be a cost of administering the Condominium. If Tyrone Township does not have a mandatory rubbish removal and recycling program, the Association will be responsible for contracting for rubbish removal and waste recycling, and the cost will be deemed to be a cost of administering the Condominium. The Common Elements will not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity will be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements that is detrimental to the appearance of the Condominium. No unsightly condition will be maintained on or in any portion of the Condominium Premises.

Section 7. Obstruction of Common Elements.

Except as otherwise expressly permitted herein, the Common Elements, including without limitation, sidewalks, landscaped areas, driveways, roads, and parking areas will not be obstructed in any way nor will they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements except in specifically designated areas.

Section 8. **Vehicles upon the Condominium Premises.**

No house trailers, commercial vehicles, boat trailers, buses, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off-road vehicles, all-terrain vehicles or vehicles other than currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation) and non-commercial pickup trucks, SUVs and passenger vans, not exceeding 23 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium except in accordance with the provisions of this Section. No Co-owner will use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family of any casual, personal or motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts or dirt bikes.

A. Temporary Presence.

The Board of Directors will have discretion to issue Rules and Regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of such vehicles. The Association will not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

B. Nonoperational Vehicles; Vehicles with Expired License Plates.

Nonoperational vehicles or vehicles with expired license plates will not be parked on the Condominium Premises without written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles will not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. The Board of Directors may adopt Rules and Regulations regarding the repair of nonoperational vehicles within a Unit without an amendment to these Bylaws.

C. Parking Restrictions.

There are currently no designated parking areas in the Condominium. Co-owners are permitted to use the General Common Element area directly in front of the overhead entry door to their Unit(s) for the temporary parking of their transportation vehicles, so long as the Co-owner is present at the Condominium, vehicles are not left unattended, and vehicles are not impeding traffic or restricting access to any other Unit or Common Element in the Condominium. If any vehicle parked upon the Condominium has not been moved for more than twelve (12) consecutive hours, the Association may place a notice upon such vehicle indicating that it must be moved within 72 hours of the notice being placed on the vehicle and, if the owner of the vehicle does not move the vehicle within this 72 hour time period, the Association may have the vehicle towed in accordance with Subsection D below at the owner's expense.

The Association may adopt Rules and Regulations regarding the parking of vehicles on the Common Elements. No parking of any vehicles whatsoever will be allowed in designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association.

D. Association's Rights to Sticker or Tow Vehicles.

Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable Rules and Regulations of the Association, to be stickered and/or removed/towed from the Condominium Premises. The cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of these Bylaws. In such cases, the Co-owner will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable Rules and Regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such Rules and Regulations of this Section.

Section 9. Distribution of Materials to Co-Owners in Condominium.

No Co-owner will distribute written materials by posting the same on another Co-owner's door, on the outside of another Co-owner's Unit, by placing the same inside the Co-owner's Unit or inside another Co-owner's mailbox, if any. The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes regarding the distribution or written or electronic materials, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 10. Prohibition of Dangerous Items upon the Condominium Premises.

No Co-owner will use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor will any Co-owner use or permit to be brought into the buildings in the Condominium or stored within a Unit any unusually volatile liquids or materials deemed to be extra hazardous to life, limb or property, without in each case obtaining the written consent of the Association.

Section 11. Signs, Flags and Holiday Decorations upon the Condominium Premises.

No signs, notices, advertisements, pennants or flags (other than a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5 or MCL 559.156a), will be displayed which are visible from the exterior of a Unit without written permission from the Board of Directors or unless permitted by Rules and Regulations of the Association. The Board of Directors may implement Rules and Regulations regarding reasonable time, place and manner restrictions relating to signs, flags or holiday decorations.

Section 12. Rules and Regulations Consistent with the Condominium Act.

Reasonable rules and/or regulations consistent with the Condominium Act, the Master Deed and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended by any Board of Directors. Copies of all such rules or regulations including any amendments will be furnished to all Co-owners and will become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

Section 13. Association's Rights of Access to Units and Limited Common Elements.

The Association or its duly authorized agents will have access to each Unit and any appurtenant Limited Common Element during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents will also have access to each Unit and any appurtenant Limited Common Element at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It will be the responsibility of each Co-owner to provide the Association means of access to their Unit and any appurtenant Limited Common Element during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association will not be liable to such Co-owner for any necessary damage to their Unit and any appurtenant Limited Common Element or for repair or replacement of any doors or windows damaged in gaining such access. If it is necessary for the Association to gain access to a Unit or appurtenant Limited Common Elements to make repairs to prevent damage to the Common Elements or another Unit or to protect the health, safety and welfare of the Co-owners in the Condominium, their guests and invitees, then any costs, expenses, damages and/or attorney's fees incurred by the Association will be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

Section 14. Landscaping and Decoration of Common Elements.

No Co-owner will perform any landscaping or the planting of any trees, flowers, shrubs or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Association in writing and conforms with the Association's Rules and Regulations on landscaping, if any. Any landscaping performed by the Co-owner, if and when approved, will be the responsibility of the Co-owner to maintain. If a Co-owner fails to adequately maintain such landscaping to the satisfaction of the Association, then the Association will have the right to perform such maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II of these Bylaws. The Co-owner will also be liable for any damages arising from the performance of such landscaping or the continued maintenance of same. Should access to any Common Elements of any sort be required or should any materials specified in this Section interfere with

maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials—regardless of whether installation has been approved—that are damaged in the course of gaining such access and/or performance of such services. The Association will not be responsible for monetary damages of any sort arising out of any such actions.

Section 15. Co-owner Maintenance of Unit and Limited Common Elements.

Each Co-owner will maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner must, at all times, keep all floor drains within their Unit(s) open and unobstructed to allow for the free flow of water. Co-owners shall not dump any hazardous waste in any floor drains or any of the sewer areas within the Condominium.

All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit will be maintained at not lower than fifty (50°) degrees Fahrenheit and the Co-owner will implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors may require. Each Co-owner will also use due care to avoid damaging any of the Common Elements. Co-owners will have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

Each Co-owner will be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace. However, if the Association files a claim under primary insurance carried by the Association for such damages and costs, and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible. The Board has the sole and exclusive right and authority to file, authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

Each individual Co-owner will indemnify the Association and all other Co-owners against damages and costs arising out of this Section, including reasonable attorney's fees, and any such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 16. Application of Restrictions to the Association and Developer.

None of the restrictions contained in this Article VI or elsewhere in these Bylaws or the Master Deed will apply to the activities of the Association or the Developer in furtherance of their powers and purposes set forth in the Master Deed, these Bylaws and in the Association's Articles of Incorporation, including any amendments.

Section 17. Drones, Hoverboards, Unmanned Aerial Vehicles and the Air Space Above the Condominium.

Drones, hoverboards, remote control airplanes, remote control helicopters, remote control vehicles, robots and other unmanned vehicles of any type will not be utilized in or on the Common Elements or in the airspace above the Condominium unless the use of the same is approved by the Association in writing and conforms with the Association's Rules and Regulations. Additionally, any use of a drone, remote control airplane, remote control helicopter, remote control vehicle, robot or other unmanned vehicle in or on the Common Elements or in the airspace above the Condominium must comply with any and all applicable Federal law, Michigan law or any rules and regulations imposed by the Federal Aviation Administration.

Section 18. Internet Use and Security.

No Co-owner will access another Co-owner's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without the express written consent provided by the other Co-owner. The Board of Directors, without the necessity of an amendment to these Bylaws, may promulgate reasonable rules and regulations regarding the Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions including, but not limited to, hacking, illegal activities, obscenities, physical threats, sending viruses or spamming in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 19. Smart Phones, Cameras, Audio Recording Devices and Video Recording Devices.

In order to foster the free exchange of ideas and to promote frank discussions at meetings of the Co-owners and meetings of the Board of Directors; the usage of recording devices on smart phones, cameras, audio recording devices or other video recording devices is prohibited unless specifically authorized by a resolution of the Board of Directors at such a meeting. Any person(s) found to violate this provision must immediately delete or remove any such recording(s) and cause any copies of such recording to be deleted or removed and the Board of Directors may issue a fine(s) in accordance with Article XVII of these Bylaws. The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes regarding the use of smart phones, cameras, audio recording devices and video recording devices, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 20. Social Media and Webpage Use.

The Association, through its Board of Directors, may create or utilize various social media account(s), hotlines or webpage(s) to promote, advertise or inform the general public or the Co-owners regarding the Condominium. The Board of Directors may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board of Directors, no Co-owner or Nonco-owner occupant may use the name of US23 Storage Condominiums, US23 Storage Development, US23 Storage Condominium Association, or any derivative thereof, in any website domain name, web address, URL, or social media address, including Facebook. No Co-owner or Nonco-owner occupant may use the name US23 Storage Condominiums, US23 Storage Development, US23 Storage Condominium Association, or any derivative thereof, in any printed, electronic, or promotional material with the Board of Directors' prior written consent. However, Co-owners and Nonco-owner occupants may use the name US23 Storage Condominiums in printed, electronic, and promotional material where such words are used solely to specify where their respective Unit is located within US23 Storage Condominiums.

Section 21. Conveyance of Unit.

A Co-owner intending to make a sale or lease of a unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such Co-owner shall also furnish the Association with copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser or lessee produced by the Association that the Co-owner believes the proposed sale or lease to be bona fide in all respects. The Co-owner shall provide to the proposed tenant or purchaser all Condominium Documents.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents shall also be in violation of the Condominium Documents to the same extent as the Co-owner from whom the Unit was acquired, to the extent such liability is permitted by the Condominium Act.

Section 22. Association Approvals Revocable.

All approvals given by the Association in accordance with these Bylaws will be a revocable license that can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

Section 23. Reserved Rights of the Developer.

A. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth

in the Condominium Documents, as they may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. The Developer shall restore the areas so used upon termination of such use. Any rights of assignment reserved to the Developer shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Builders, who may exercise such rights simultaneously with the Developer.

B. Enforcement of Condominium Documents. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, storage unit condominium project for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage to Association.

Any Co-owner who mortgages their Unit will notify the Association of the name and address of the mortgagee within thirty (30) days of the execution of the mortgage by the Co-owner. The Association will maintain such information in a book entitled "Mortgages of Units."

Section 2. Notification to Mortgagee of Insurance Company.

The Association will notify each mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire, perils covered by extended coverage and vandalism and malicious mischief including the amounts of such coverage.

Section 3. Notification to Mortgagee of Meetings.

Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of

every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Notification to Mortgagees and Guarantors.

The Association will give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of the following:

- (i) any proposed action that requires the consent of a specified percentage of mortgagees whether contained in the Master Deed or these Bylaws;
- (ii) any delinquency in the payment of Assessments or other charges by a Co-owner that is not cured within sixty (60) days; and
- (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 5. Co-owner Consent to Contact Mortgagees and other Interested Parties.

The Association may, at the written request of a mortgagee of any such Unit, report any unpaid Assessments due from the Co-owner of such Unit. Each co-owner expressly authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of Assessments to any necessary individuals or entities in relation to the Association's efforts to collect assessments or enforce its lien, including the Register of Deeds, the Sheriff's Department, any newspaper or publication, and all those who may learn of the delinquency by reviewing the Register of Deeds, the publication or posting of any foreclosure notice. Each co-owner authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of Assessments to any mortgagee or lien holder against any Unit owned by the delinquent co-owner.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

Membership in the Association and voting by members of the Association will be in accordance with the following provisions:

Section 1. Designation of Members.

Each Co-owner will be a member of the Association and no other person or entity will be entitled to membership.

Section 2. Co-owner's Share of the Funds.

The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred by a Co-owner, except as appurtenant to the transfer of a Unit.

Section 3. Co-owner Voting Designation.

Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of any Assessments levied against the Co-owner's Unit. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

Section 4. Evidence of Ownership for Voting Purposes.

No Co-owner will be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium to the Association, unless the Board opts to waive this requirement. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required within these Bylaws or by a proxy given by such individual representative.

Section 5. Designation of Voting Representative.

Each Co-owner will file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice will state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. Such notice will be signed and dated by each Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new written notice as set forth in this Subsection. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

Section 6. Quorum: Meetings of Members.

The presence in person or by proxy of thirty-five (35%) percent in number of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association. A Co-owner may submit a written ballot or a proxy prior to or at any meeting in lieu of attending the meeting in person, or by such date that is established for voting where no physical meeting is held and any such vote will be counted in determining quorum. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, will also be counted in determining the necessary quorum.

Section 7. Voting.

Votes may be cast in person, in a writing signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed

time of each meeting of the members of the Association or voting deadline if no meeting held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process), or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted.

Section 8. Majority.

Unless otherwise provided by law or by the Condominium Documents, the approval of a majority of the members will be construed to mean a majority (or other stated percentage) in voting value of the votes cast by those qualified to vote at a given meeting of the Co-owners duly called and held.

Section 9. Action without Meeting.

Any action that may be taken at a meeting of the members may be taken without a meeting by written vote of the members. Written votes will be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of members. Such solicitations will specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) a value of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

**ARTICLE IX
MEETINGS**

Section 1. Place of Meetings.

Meetings of the Association members will be held at a location designated by the Board of Directors. Meetings of the Association members will be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Master Deed or Michigan law. Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated by reference, may be removed from such meeting without any liability to the Association or its Board of Directors.

Section 2. Annual Meetings.

The annual meetings of members of the Association will be held at such time and date as will be determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

Section 3. Special Meetings.

It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board. The President will also call a special meeting upon a petition signed by one third (1/3) of the Co-owners in value presented to the Secretary of the Association. Notice of any special meeting will state the time, place and purpose of such meeting. No business will be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings.

It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the time, place and purpose of the meeting, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Bylaws or to the address of the Unit owned by the Co-owner will be deemed notice served. Said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address and/or the Co-owner is an occupant of the Unit. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association will be deemed due notice.

Section 5. Participation by Remote Communication.

A member may participate in a meeting of the members via telephone or other means of remote communication if all persons participating in the meeting may hear each other. All participants will receive notice of the means of remote communication in use and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a

record of the vote or other action is maintained by the Association. The Association may hold a meeting of the members conducted solely by means of remote communication.

Section 6. Adjournment for Lack of Quorum.

If any meeting of Co-owners cannot be held because quorum is not met, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent adjournment of a meeting will be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 7. Consent of Absentees.

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

Section 8. Minutes; Presumption of Notice.

Minutes or a similar record of the proceedings of all meetings of members and the Board must be kept by the Association and, when signed by the President or Secretary, will be presumed accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

Section 9. Conduct of Meetings.

The order of business at all meetings of the members will be determined by the Board. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers shall be President, Secretary and Treasurer.

ARTICLE X
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least one (1) non-developer Co-owner. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than one (1) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to

exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Qualifications and Number of Directors.

The affairs of the Association will be governed by a Board of Directors all of whom must be Co-owners in good standing. Good standing will be deemed to be a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner who is in default of the Condominium Documents will not be qualified to be elected or appointed as a Director. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director will not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 7 of this Article, the Director will be automatically removed from the Board of Directors for the remainder of the Director's term and the vacancy will be filled in accordance with Section 6 of this Article. The Board will consist of three (3) members. Directors will serve without compensation.

Section 2. Election of Directors.

A. First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owner to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections B and C below. The Directors shall hold office until their successors are elected and hold their first meeting.

B. Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 7 of this Article or such Director resigns or becomes incapacitated.

C. Election of Directors At and After First Annual Meeting.

- i. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns and offers for sale at least 10% of the units in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- ii. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in the immediately preceding sub-section. Application of this subsection does not require a change in the size of the Board of Directors.
- iii. If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection 2.C.ii, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection 2.B. results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the Board of Directors.
- iv. At the First Annual Meeting and for each Annual Meeting thereafter, there shall be elected three (3) Directors.

Section 3. Term of Directors.

The term of a Director will be one year. All Directors will hold office until their successors have been elected and hold their first meeting.

Section 4. **Powers and Duties.**

The Board will have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or otherwise required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board will be responsible for the following:

A. **Management and Administration.** To manage and administer the affairs of and maintenance of the Condominium and the Common Elements.

B. **Collecting Assessments.** To collect Assessments from the members of the Association.

C. **Insurance.** To carry insurance and collect and allocate the proceeds of insurance.

D. **Rebuild Improvements.** To rebuild improvements after casualty, subject to the terms above.

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

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

G. **Easements and Telecommunications.** To grant easements, licenses, rights of entry and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium, within the meaning of the Condominium Act, and will be paid over to and will be the property of the Association.

H. **Borrow Money.** To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association and to secure the same by mortgage, pledge, or other lien on property

owned by the Association. However, any such action will also be approved by a majority vote of members, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid Assessments, which will require no such approval.

I. **Rules and Regulations.** To make and enforce Rules and Regulations in accordance with Article VI, Section 12 of these Bylaws.

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

K. **Enforce Documents.** To enforce the provisions of the Condominium Documents.

L. **In General.** To enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and/or operation of the Condominium.

M. **Emergency Powers.** In the event a State of Emergency is declared under municipal, county, state or federal law, the Board will have the following additional emergency powers that it may exercise, in its sole discretion, throughout the pendency of the State of Emergency and up to thirty (30) days after the expiration of the State of Emergency:

1. To take any action necessary to implement any Emergency Order of a governmental entity. If the Condominium Documents conflict with any Emergency Order, the terms of the Emergency Order shall control.
2. To determine that any portion of the Condominium is unavailable for entry, occupancy or use, or is limited in occupancy or use, to protect the health, safety and welfare of the Co-owners based upon any information contained within an Emergency Order issued by a governmental entity, the advice of a government official or the advice of licensed professionals retained by the Board.
3. To delay or suspend the enforcement of any provision of the Condominium Documents temporarily.
4. To borrow money and issue evidence of indebtedness and secure the same on property owned by the Association, to the extent permitted by law, without approval of the Co-owners, notwithstanding any other provision of the Condominium Documents.

5. To adjourn any meeting of the Association to a later date to the extent permitted by law, even if such meeting is required to be held under the Condominium Documents.

Section 5. Professional Management Agent.

The Board may employ a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board may authorize, including, but not limited to, the duties listed in Section 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

Section 6. Vacancies.

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed will be a Director until the end of the term of the Director who was replaced.

Section 7. Removal of Directors by Co-owners.

At any regular or special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 6 of these Bylaws.

Section 8. Regular Meetings.

Regular meetings of the Board may be held at such times and places as will be determined by a majority of the Directors. At least two (2) such meetings will be held during each fiscal year. Notice of regular meetings of the Board will be given to each Director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting unless waived by said Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process.

Section 9. Special Meetings.

Special meetings of the Board may be called by the President upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which

notice will state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process. Special meetings of the Board will be called by the President or Secretary in like manner and on like notice on the written request of three Directors.

Section 10. Waiver of Notice.

Before or at any meeting of the Board, any Director may, in writing or orally, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board will be deemed a waiver of notice of that meeting by that Director. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

Section 11. Quorum: Meetings of the Board of Directors.

At all meetings of the Board, a majority of the Directors will constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes will constitute the presence of such Director for purposes of determining a quorum.

Section 12. First Board of Directors.

The actions of the Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 13. Action without Meeting.

Any action required or permitted to be taken under authorization voted at a meeting of the Board or a committee of the Board may be taken without meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by electronic transmission. The written consents will be filed with the minutes of the proceedings of the Board or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

Section 14. Closing of Board of Directors' Meetings to Members; Privileged Minutes.

The Board, in its discretion, may close a portion or all of any meeting of the Board to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board.

Section 15. Participation by Remote Communication.

Members of the Board may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board may hold a board meeting conducted solely by means of remote communication.

Section 16. Fidelity Bonds.

The Board will require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds, which will be in an amount at least equal to three months of regular Assessments plus the balance in the reserve fund. The premiums for such bonds will be expenses of administration.

ARTICLE XII
OFFICERS

Section 1. Designation of Officers.

The principal officers of the Association will be the President, Vice President, Secretary and Treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two officers except that of President and Vice President may be held by one person. The President must be a member of the Board. All other officers need not be members of the Board or Co-owners. A Co-owner must be in good standing to serve as an Officer. Good standing will be deemed to include a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner that is in default of the Condominium Documents will not be qualified to be elected or appointed as an Officer. Any Officer who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. If the Officer does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 3 of this Article, the Officer will be deemed removed from their position and the vacancy will be filled in accordance with Section 3 of this Article.

A. President.

The President will be the chief executive officer of the Association and will preside at all meetings of the Association and of the Board. The President will have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but

not limited to, the power to appoint committees from among the members of the Association in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

B. Vice President.

The Vice President will take the place of the President and perform the President's duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will be imposed by the Board of Directors.

C. Secretary.

The Secretary will keep the minutes of all Board and Association meetings, have charge of the corporate minute book, and of such books and papers as the Board of Directors may direct; and will in general, perform all duties incident to the office of the Secretary.

D. Treasurer.

The Treasurer or management agent will have responsibility for all Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent will be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may be designated by the Board.

Section 2. **Election.**

The officers of the Association will be elected by the Board of Directors and will hold office at the pleasure of the Board. Any vacancy in any officer position may be filled at any meeting of the Board of Directors.

Section 3. **Removal.**

Upon the affirmative vote of a majority of the members of the Board, any Officer may be removed by the Board either with or without cause and the successor to the removed Officer may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4. **Duties.**

The officers shall have such other duties, powers and responsibilities as authorized by the Board.

ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS;
DIRECTORS AND OFFICERS' INSURANCE

Section 1. **Indemnification of Directors and Officers.**

Every Director and Officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or Officer may be a party or in which they may become by reason of their being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or Officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board with the Director seeking reimbursement abstaining approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The Board will notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. **Directors' and Officers' Insurance.**

The Association will provide liability insurance for every Director and Officer of the Association in such amounts as determined by the Board from time to time. With the prior written consent of the Association, a Director or an Officer of the Association may waive any liability insurance for such Director's or Officer's personal benefit. No Director or Officer will collect for the same expense or liability under Section 1 above and under this Section 2.

ARTICLE XIV
FINANCES AND INSPECTIONS

Section 1. **Fiscal Year.**

The fiscal year of the Association will be an annual period commencing on such date as may be determined by the Board. Absent such determination by the Board, the fiscal year of the Association will be the calendar year. The commencement date of the fiscal year of the Association will be subject to change by the Board for accounting reasons or other good cause.

Section 2. Banking.

The funds of the Association will be deposited in such bank or other depository as may be designated by the Board and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board.

Section 3. Investment of Funds.

Funds of the Association will be deposited in such bank or savings association as may be designated by the Board and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board. The funds may be invested in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

Section 4. Records and Books of the Association.

The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged accounts, books, records, contracts, and financial statements concerning the administration and operation of the Condominium will be open for inspection by the Co-owners, the Co-owners' mortgagees, prospective purchasers and prospective mortgagees during reasonable working hours as permitted by law. Notwithstanding the foregoing, a member will not have the right to inspect books and records under the following circumstances:

- (a) Opening the stock ledger, lists of shareholder or members, lists of donors or donations, or its other books and records for inspection would impair the rights of privacy or free association of the shareholders or members.
- (b) Opening the stock ledger, lists of shareholder or members, lists of donors or donations, or its other books and records for inspection would impair the lawful purposes of the corporation. For the purposes of this section, an inspection will be deemed to impair the lawful purposes of the corporation if it seeks any records of the Association that include any privileged information or any other matter that is not permitted to be disclosed by law.

The Association will prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which will be defined by the Association which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request for a reasonable reproduction fee as determined by Board or Professional Management Agent.

Section 5. Audit or Review.

If the annual revenue of the Association exceeds Twenty Thousand (\$20,000.00) Dollars, the Association will have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in MCL 339.720 of the Occupational Code. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon written request. The audit or review will be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association also will maintain on file current copies of the Master Deed for the Condominium including any amendments and all other Condominium Documents and will permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

ARTICLE XV
COMPLIANCE AND AMENDMENTS

Section 1. Compliance with the Documents.

The Association and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and will comply with the provisions of the Condominium Act, the Master Deed, these Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. If any provision of these Bylaws conflicts with the Condominium Act, then the Condominium Act will control. If any provision of these Bylaws conflict with the Master Deed, the Condominium Subdivision Plan, the Articles of Incorporation or any Rules and Regulations, then the order of priority in Article IX of the Master Deed controls.

Section 2. Amendments.

These Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Master Deed.

A. Effective Date.

Any amendment to these Bylaws shall become effective upon recording of such amendment in the Register of Deeds.

B. Binding.

A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; however, any amendment to these Bylaws that is adopted in

accordance with this Article shall be binding upon all persons who have an interest in the Condominium regardless of whether such persons actually receive a copy of the amendment(s).

Section 3. By Developer.

In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee, or other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

ARTICLE XVI
REMEDIES FOR DEFAULT / COSTS OF ENFORCING DOCUMENTS

Section 1. Default by a Co-owner.

In the event of a default by a Co-owner, lessee, tenant, nonco-owner occupant and/or guest in their compliance with any of the terms of the Condominium Documents; the Association or Co-owner(s), where appropriate, will be entitled to the following relief:

A. Remedies for Default by a Co-owner to Comply with the Documents.

Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment) or any combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs Recoverable from Co-owner.

Failure of a Co-owner and/or Nonco-owner occupant or guest to comply with the Condominium Documents will entitle the Association to recover from such Co-owner or Nonco-owner occupant or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or actual violations or obtaining their compliance with the Condominium Documents.

In any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action or administrative proceeding brought by any Co-owner(s) or Nonco-owner occupant(s) or guest(s),—regardless of if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, will be entitled to recover from such Co-owner or Nonco-owner occupant or guest:

(a) interest, fines, late fees, pre-litigation costs, and the costs of the proceeding;

(b) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, and including monitoring any payments made by the bankruptcy trustee or the probate court or estate to

pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner; and

(c) any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief.

Any such amounts incurred by the Association will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws. In no event will any Co-owner be entitled to recover attorney's fees or costs against the Association.

C. Association's Right to Abate.

The violation of any of the provisions of the Condominium Documents will give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will have no liability to any Co-owner, tenant, occupant or guest arising out of its exercise of its removal and abatement power. Any such amounts incurred by the Association will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws.

D. Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-owner, tenant, occupant or guest will be grounds for Assessment by the Association, acting through the Board, of monetary fines for such violations in accordance with Article XVII of these Bylaws. Any such amounts will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws.

E. Involuntary Sale.

If any Co-owner (either by their own conduct or by the conduct of any occupant(s), tenant(s), guest(s), or employee(s) of their Unit), violates any of the covenants or restrictions or provisions of the Condominium Documents, and such violation continues for sixty (60) days after notice in writing from the Association, or shall occur repeatedly during any twelve (12) month period after written notice or request from the Association to cure such violation, then the Board has the power, upon ten (10) days prior written notice, to terminate the rights of the defaulting Co-owner or occupant to continue as a Co-owner or occupant and to continue to occupy, use, or control their Unit. Prior to issuing such notice, however, the Board shall call a Special Meeting of the members of the Association at which the members shall vote whether to rescind the Board's decision to terminate. If quorum is not obtained, or less than a majority of votes cast vote in favor of rescinding the termination, then the termination shall stand and the Board shall be authorized to issue the notice. At any time after issuance of such notice, the Association may file an action against the defaulting Co-owner for a decree of mandatory injunction against the Co-owner or occupant subject to the prior consent in writing, of any mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Co-owner, which consent will not be

unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Co-owner's right to occupy, use, or control the Unit owned by them and ordering that all right, title, and interest of the Co-owner be sold (subject to liens or encumbrances thereon), at a judicial sale upon such notice and terms as the Court may establish, provided that the Court will enjoin and restrain the defaulting Co-owner from reacquiring directly or indirectly their interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said sale, mortgages of record according to their priority, then liens of record according to their priority, reasonable attorneys' fees of the Association, real estate taxes, and Assessments and all other expenses of the proceedings, and all such items will be charged against the defaulting Co-owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, will be paid to the Co-owner. Upon the confirmation of such sale, the purchaser is entitled to such instrument of conveyance as may be provided by Court order, and to immediate possession of the Unit sold and may apply to the Court for an order of eviction for the purpose of acquiring possession and it will be a condition of any such sale, and the decree will so provide that the purchaser takes the interest in the Unit subject to the Condominium Documents.

Section 2. Nonwaiver; Failure to Enforce Rights.

The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. Cumulative Rights.

All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Rights of Co-owners.

A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorney's fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents or the Condominium Act.

ARTICLE XVII

FINES

Section 1. General.

The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any Rules and Regulations will be grounds for Assessment by the Association, acting through its Board, of monetary fines against the involved Unit and Co-owner. Such Co-owner will be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures.

Upon any such violation being alleged by the Board, the following procedures will be followed:

A. Notice.

Notice of the violation, including the Condominium Documents provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, will be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Bylaws, or if no such notice has been filed, to the Unit address.

B. Hearing.

The offending Co-owner will be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, but in no event will the Co-owner be required to appear less than seven (7) days from the date of the notice.

C. Hearing and Decision.

Upon appearance by the Co-owner before the Board and presentation of evidence of defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board will, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines.

Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as described in Section 2 above, the following fines may be levied:

First Violation

No Fine Will Be Levied

Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws. For purposes of this Section, the number of the violation (i.e., First, Second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents as long as that Co-owner may be an owner of a Unit or occupant of the Condominium and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing will be required for successive violations once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Condominium Act for such violations or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection.

The fines levied pursuant to Section 3 above will be assessed against the Unit and Co-owner and will be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XVI of these Bylaws.

ARTICLE XVIII DEFINITIONS

All terms used in these Bylaws have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Condominium Act. Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference is also included to the plural where the same would be appropriate.

ARTICLE XIX SEVERABILITY

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused these Bylaws to be executed the day and year first below written.

US23 Storage Development, LLC,
a Michigan Limited Liability Company

By: _____

Name: Brendan J. Foster

Its: Managing Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2022, the foregoing Bylaws were acknowledged before me by Brendan J. Foster, the Managing Member of US23 Storage Development, LLC, a Michigan Limited Liability Company, on behalf of and by authority of the company.

Notary Public,

_____ County, Michigan

My Commission Expires: _____

Acting in _____ County, Michigan

Drafted by and when recorded, return to:

Matthew W. Heron
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

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**MASTER DEED OF
US23 STORAGE CONDOMINIUMS**

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. [REDACTED]

This Master Deed is made and executed on this [REDACTED] day of May, 2022, by US23 Storage Development, LLC, a Michigan Limited Liability Company, whose address is 400 S. Fenway Drive, Fenton, MI 48430, (hereinafter referred to as the “Developer”).

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a storage unit condominium project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish US23 Storage Condominiums as a storage unit condominium project under the Act and declares that US23 Storage Condominiums (referred to as the “Condominium,” the “Project,” or the “Condominium Project”), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives, and guests.

The Project consists of One Hundred Fifteen (115) Units, apportioned among Ten (10) separate Buildings, each capable of individual use because each Unit has access to a public entrance or a Common Element of the Condominium. Each Unit Co-owner will hold an absolute and individual title to such Co-owner’s Unit and an undivided inseparable right to share with other Co-owners the Common Elements of the Condominium.

This Master Deed of US23 Storage Condominiums shall be effective upon recording with the Livingston County Register of Deeds, as required by Section 73 of the Condominium Act (MCL 559.173).

ARTICLE I
TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan Number.

The Condominium will be known as US23 Storage Condominiums, Livingston County Condominium Subdivision Plan No. [REDACTED]. The Condominium is established in accordance with the Condominium Act.

Section 2. Voting.

Co-owners will have voting rights in the US23 Storage Condominium Association as set forth herein, in the Bylaws and the Articles of Incorporation of the Association.

ARTICLE II
LEGAL DESCRIPTION

The land which was submitted to the Condominium Project established by the original Master Deed is located in the Township of Tyrone, County of Livingston, State of Michigan, and more fully described as follows:

PARCEL A:

Part of the Northeast 1/4 of Section 32, Town 4 North, Range 6 East, Tyrone Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 32; thence along the North line of Section 32 and centerline of Faussett Road (66 foot wide right-of-way) North 87 degrees 10 minutes 59 seconds East, 1502.97 feet to the point of beginning of the parcel to be described; thence continuing along said North line of Section 32 and centerline of Faussett Road, North 87 degrees 10 minutes 59 seconds East, 582.17 feet to a point where the Westerly right-of-way line of US-23 intersects the North line of Section 32 and centerline of Faussett Road; thence along said Westerly right-of-way of US-23, South 33 degrees 31 minutes 20 seconds East, 672.13 feet; thence South 87 degrees 10 minutes 59 seconds West parallel with said North line of Section 32, 925.38 feet; thence North 02 degrees 49 minutes 01 degree West, 577.90 feet to a point on said North line of Section 32 and said point of beginning.

Property Address: V/L Old US 23, Fenton, MI 48430
Parcel ID #: 4704-32-200-014

ARTICLE III

DEFINITIONS

The terms utilized in this Master Deed and Exhibits “A” and “B” are also utilized in the other Condominium Documents and will have the same meaning. Wherever the terms set forth below are utilized in the Condominium Documents, they will have the following meanings:

A. The “Act” or “Condominium Act” means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended. If any provision of this Master Deed or Exhibits “A” or “B” is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision.

B. “Additional Assessment” means the increase in Annual Assessment or such additional Assessments levied by the Board of Directors pursuant to the Condominium Documents, not provided for in the determination of the Annual Assessment under the Condominium Documents and which does not require approval of the Co-owners.

C. “Bylaws” means the attached Exhibit “A”, being also the Association Bylaws setting forth the substantive rights and obligations of the Co-owners.

D. “Master Deed” means this document which, when recorded, will establish the Condominium, and to which the Bylaws are attached as Exhibit “A” and the Condominium Subdivision Plan attached as Exhibit “B” are attached.

E. “Annual Assessment” means the annual amount of Assessments, calculated by reference to the Annual Budget.

F. “Articles of Incorporation” means the Articles of Incorporation for the US23 Storage Condominium Association.

G. “Assessment” means the share of Common Expenses and other charges levied against the Unit and Co-owner(s) which, from time to time, are payable by each Unit Co-owner as determined in accordance with the Master Deed, the Bylaws, and the Rules and Regulations, if any, of the Association. Assessments include Annual Assessments, Additional Assessments, and Special Assessments, and the term “other charges” includes:

- i. The costs, expenses, and charges for repairs and replacements the Association makes that are the Co-owner’s obligation or responsibility to make;
- ii. Any special charges made by the Association to the Co-owner for special services or facilities rendered to the Unit or Co-owner such as are provided for in MCL 559.169(2);

- iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Co-owner;
- iv. Damages or fines resulting from the failure of the Co-owner or any occupant of the unit to comply with any of the terms, conditions, obligations, or restrictions contained in the Master Deed, the Bylaws, and the Rules and Regulations, if any;
- v. The costs (including court costs and reasonable attorneys' fees) that can be recovered by the Association under state law, federal law or the Condominium Documents;
- vi. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or Non-Co-owner occupant; and
- vii. Interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges).

H. "Association" means the US23 Storage Condominium Association, a Michigan Nonprofit Corporation, of which all Co-owners are members, which will administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association will be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

I. "Board of Directors" or "Board" means the Board of Directors of the Association organized to manage, maintain and administer the Condominium.

J. "Building" means each of the structures containing Units that are located within the Condominium as depicted on the Condominium Subdivision Plan. The following Buildings share a common element wall separating the two Buildings: A, B, E, F, G, and H, each as depicted on the Condominium Subdivision Plan.

K. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV and does not refer to Units.

L. "Common Expenses" means those expenses assessed against the Condominium Units in proportion to the percentage of value or other provisions as may be contained in the Master Deed for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association lawfully assesses against all Units in the Condominium;

- ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all Units in the Condominium; and
- iii. Expenses the Association determines from time to time to be Common Expenses.

M. “Condominium”, “Condominium Project” or “Project” means US23 Storage Condominiums as a Condominium established in conformity with the provisions of the Condominium Act and includes 1) the land and all buildings, all improvements and structures and 2) all easements, rights and appurtenances belonging to the Condominium.

N. “Condominium Documents” means and includes this Master Deed, the Bylaws attached as Exhibit “A”, the Condominium Subdivision Plan attached as Exhibit “B”, the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

O. “Condominium Premises” means and includes the land described in Article II above and the buildings, improvements and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

P. “Condominium Subdivision Plan” or “Plan” means the Condominium Subdivision Plan attached as Exhibit “B”, which assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Q. “Construction and Sales Period” means for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit.

R. “Co-owner” means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term “Owner” or “owner” is synonymous with the term “Co-owner.” Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents or in the Condominium Act.

S. “Developer” refers to US23 Storage Development, LLC, which made and executed this original Master Deed, and its successors and assigns.

T. “First Annual Meeting” means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in

Developer's sole discretion after fifty (50%) percent of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (12) days after seventy-five (75%) percent of all Units that may be created are sold, whichever occurs first.

U. "General Common Elements" means the Common Elements other than the Limited Common Elements as described in Article IV.

V. "Improvements" mean any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, improvements, or other items or changes.

W. "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all the Co-owners.

X. "Master Deed" means this document which includes the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B."

Y. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Z. "Occupant" means a person or entity with the right to use all or part of a Unit for storage.

AA. "Percentage of Value" means the percentage assigned to each Unit in Article VI. The Percentages of Value assigned to each Unit shall be as set forth in Article VI. The Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value will be determinative only with respect to those matters to which they are specifically deemed to relate in the Condominium Documents or in the Condominium Act.

BB. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

CC. "Rules" or "Rules and Regulations" means those rules and regulations duly adopted by the Board of Directors in accordance with the Condominium Documents and Section 65 of the Condominium Act, MCL 559.165.

DD. "Special Assessments" as used in the Condominium Documents means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments.

EE. "Township" means Tyrone Township, a Michigan municipal corporation, located in Livingston County, Michigan, and its successors, assigns and transferees.

FF. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

GG. “Unit” or “Condominium Unit” means a single Unit in US23 Storage Condominiums, as identified on the Condominium Subdivision Plan attached to the original Master Deed as Exhibit “B” and incorporated herein, as may be amended, whether such Unit is complete or incomplete.

Other terms which may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings as provided in the Condominium Act.

Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference also includes to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements.

The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

A. General Common Elements.

The General Common Elements are:

(1) **Land.** The land described in Article II except to the extent otherwise designated herein;

(2) **Roads and Parking Areas.** All roadways, driveways, parking areas (which are located in front of each Unit’s overhead entry door), curbs, medians, and sidewalks within the Condominium are General Common Elements;

(3) **Gas.** The gas distribution system throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including, the individual heaters and/or gas meter for a Unit, or if no gas meter for a Unit, the point of entry into a Unit;

(4) **Electrical.** The electrical transmission mains and wiring throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including, the electric meter for a Unit, together with common lighting for the Condominium;

(5) **Water and Irrigation.** The water distribution system throughout the Condominium, including any well, well system, pump, pump controls, pressure tank, power supply and distribution system, along with any water shutoff valves and any portion of the water distribution system that is contained within Unit walls, up to the point of connection with, but not including, the water meter for a Unit, or if there is no water meter for a Unit, the fixtures for and contained within a Unit, and including the irrigation system throughout the Condominium, if any, including all common irrigation system fixtures, pumps and connections and all common irrigation system controls for the Common Elements;

(6) **Fire Suppression System.** The entirety of the Condominium's fire suppression system, if any, including fire hydrants, sprinkler heads, and water lines, regardless of whether they are located inside or outside of a Unit.

(7) **Telecommunications and Cable Television.** The telecommunications system throughout the Condominium, if any, up to the point of entry to each Unit;

(8) **Sanitary Sewer and Plumbing.** The sanitary sewer system throughout the Condominium, if any, including any portions of the system that are contained within Unit walls, up to the point of entry to a Unit, not including any portions of the wastewater collection system not located within a Common Element or any portion of the sanitary sewer system which has been dedicated to the public;

(9) **Storm Water Drainage Facilities.** The water drainage system throughout the Condominium, including below-ground and above-ground systems and floor drains, up to the point of entry to a Unit, including any retention pond and/or drain field located outside of a Unit;

(10) **Landscaping.** All landscaping, berms, trees, plantings and signage for the Condominium, and other structures and improvements, if any, located on the General Common Element land;

(11) **Fencing, Walls, and Security Gate.** Any wall, retaining wall, fencing or similar structures including privacy fences, located within the General or Limited Common Elements, and the security gate at the entrance of the Project;

(12) **Monuments and Signs.** Any and all monuments and signs located on the General or Limited Common Elements;

(13) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise;

(14) **Foundations, Supporting Columns and Loading Docks.** The foundations, supporting columns and other structural supports;

(15) **Accessory Building.** The Accessory Building located within Building C and all of the contents within the Accessory Building (including all utilities); and

(16) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

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 providing the pertinent service. Accordingly, such utility lines, systems and equipment will be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there will be an easement for the Common Element through each Unit to enable the utility system to appropriately serve each of the Units in the subject building.

B. Limited Common Elements.

Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) **Doors.** The overhead sliding door and man-door(s) for each Unit are Limited Common Elements of the Unit to which they are appurtenant.

(2) **Balconies and Mezzanine Areas.** Balconies and mezzanine areas, if any, are Limited Common Elements of the Units to which they are appurtenant.

(3) **Other.** Any other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, will be Limited Common Elements.

Section 2. Responsibility for Unit and Common Elements.

Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) **Unit and Limited Common Elements.** Except as provided in Section 2(B) below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements and those General Common Elements described herein, will be borne by the Co-owner of the Unit. Additionally, each Co-owner will be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, any HVAC system, furnace, heaters, air conditioner and compressor and related ductwork, any alarm system;
- (b) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with, and including, the electrical meter for the Unit (even though part of the system may be designated as a General Common Element);
- (c) The gas lines, pipes, valves and fixtures from the point of connection to the gas meter for the Unit, or, if there is no gas meter, from the point the same branches off to solely serve an individual Unit (even though part of the system may be designated as a General Common Element), but specifically excluding any mains or lines running through the Unit to serve other Units or the Common Elements;
- (d) The water lines and traps within a Unit (even if they may be designated as General Common Elements);
- (e) All cabinets, counters, sinks, floor tile, wall tile and related hardware, light fixtures within Units, and plumbing fixtures within Units;
- (f) All improvements and/or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor covering and trim regardless of if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance repair or replacement responsibilities;
- (g) All windows, interior doors, Unit entry and access doors, including overhead doors, man-doors, storm doors, screens, locks, hardware, thresholds, sills and weather stripping;

- (h) All attic and wall insulation repair, replacement and maintenance, and all interior drywall repair, replacement, maintenance and painting; and
- (i) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable and telephone, will be borne by the Co-owner of the Unit to which the services are furnished. All commonly metered utilities will be borne by the Association as an expense of administration. In the event of waste, the Board of Directors has the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" will mean and include the failure (whether intentional or by virtue of negligence) to maintain appliances as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association or to other Co-owners for such waste may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws.

(3) **Common Exterior Lighting.** The cost of electricity for common lighting will be borne by the Association as an expense of administration. Once approved by the Developer or Association, as applicable, Co-owners will not modify or change any exterior light fixtures nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner will be responsible for paying the electrical charges for exterior lighting that is affixed to such Co-owner's building and for replacing light bulbs within such fixtures. No Co-owner will disconnect or render exterior lighting inoperative.

(4) **Co-owner Additions, Modifications.** Co-owner improvements, additions or modifications, even though approved by the Association, will not be considered Limited or General Common Elements in any case, and will be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification will be borne by the Co-owner. A Co-owner will refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Bylaws, which shall not be unreasonably withheld. Any replacement window, door (including sliding door), or other element will be comparable to the original and must be approved by the Association prior to installation.

(5) **Co-owner Fault.** Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or the guests, tenants or invitees of a Co-owner, will be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner as an assessment in accordance with Article II of the Bylaws.

(6) **Repair to Association Specifications.** All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Bylaws will be performed subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance.

(7) **Failure of Co-owner to Perform Maintenance Responsibilities.** If a Co-owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, decorate, repair or replace any such Limited Common Elements, at the expense of the Co-owner of the Unit, in accordance with Article VII, Section 3 of this Master Deed.

B. Association Responsibilities:

Except as otherwise expressly provided in this Master Deed or the Condominium Bylaws, the Association will, to extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the following Common Elements for which it bears such responsibility, in a reasonable state of good working order, condition and repair, in a reasonably clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements:

(1) **General Common Elements.** Except in cases of Co-owner fault, the costs of maintenance, decoration, repair and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above—will be borne by the Association, in accordance with the provisions of this Article and the Bylaws.

The Association is responsible for the proper operation and maintenance of the wastewater treatment and disposal system serving the project. This does not include those portions of the wastewater collection system not located within a General Common Element.

The Association is responsible for the proper operation and maintenance of the water supply system serving the project. This includes, but may not be limited to, the well, pump, pump controls, pressure tank, power supply and distribution system. This does not include those portions of the distribution system not located within the general common elements.

(2) **Unauthorized Repair.** The Association will not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association will only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, will be specifically assessed against the Unit or Units or Units involved in accordance with MCL 559.169 of the Condominium Act.

D. Irrigation Equipment, Water Shutoff Valves and Fire Alarm System. A Co-owner whose Unit contains irrigation equipment, common water shutoff valves, or fire alarm equipment will not restrict the Association, contractors, utility companies or respective governmental agencies from entering a Unit to maintain, repair or replace such equipment if necessary, by the Association. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment or due to any and all failure of the equipment.

E. Liability of Association.

(1) The Association shall not be liable for any damage, injury or loss to person or property, arising from or related to, any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain, unless the following are established:

- (a) for damages arising after the Unit's Co-owner notified the Association, in writing, of the water, rain, snow, ice, a specific leak or specific water flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and
- (b) only if the Association failed to exercise due care to correct the water, rain, snow, ice, a specific leak or specific water flow within a reasonable time thereafter.

(2) The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to the criminal acts of third parties, a failure to provide adequate security or ineffectiveness of any security measures undertaken by the Association.

(3) The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitation efforts undertaken by the Association will prevent any damage, injury or loss, to person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus, including, but not limited to, communicable diseases. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent,

chemical, disease, microorganism, pathogen, pollutant, toxin or virus that may cause bodily injury, sickness or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus.

(4) Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury or loss, to person or property, arising from or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, nanotechnology, natural disasters, nuclear radiation, riots or wars, may occur. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that such circumstances may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers unless such damage, injury or loss is covered and paid for by the Association's insurance.

ARTICLE V USE OF PREMISES

No Co-owner will use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of Tyrone Township, Livingston County, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description.

The condominium consists of One Hundred Fifteen (115) Units, labeled 1 through 115 inclusive, and apportioned among Ten (10) separate Buildings, labeled Buildings A through J inclusive, as identified on the Condominium Subdivision Plan. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of US23 Storage Condominiums, as prepared by Griggs Quaderer, Inc., and attached as Exhibit B to the original Master Deed for US23 Storage Condominiums. Each Unit shall include all that space within the interior surfaces of the concrete flooring, finished ceiling, and finished drywall, as shown on the Condominium Subdivision Plan and delineated with heavy outlines.

Section 2. Calculation of Percentage of Value.

The percentage of value assigned to each Unit shall be equal. The total value of the Project is 100%. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that insofar as the allocation of percentages of value is concerned, there was no material difference in square footage for each Unit warranting a difference in percentage of value for determining the proportionate share of each respective Co-owner in the proceeds and expenses of administration.

The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. As set forth in the Bylaws, each Unit shall have an equal number of votes in the association of Co-owners.

Section 3. Relocation of Boundaries and Consolidation of Adjoining Units by Co-owners.

Boundaries between adjoining Units may be relocated and adjoining Units may be consolidated at the request of the Co-owners of adjoining Units and upon approval of the Developer and of the affected mortgagees of these Units in the manner provided by the Condominium Act. Upon written application of the Co-owners of the adjoining Units and upon the approval of the Developer and said affected mortgagees, the Board of Directors shall prepare and execute an amendment to the Master Deed relocating or consolidating the boundaries pursuant to the Condominium Act, MCL 559.148, and allocating to the resulting Units or Unit (if a consolidation into a single Unit) the agreed reallocation of percentage of value and aggregate number of votes of the original adjoining Units. The amendment must be delivered to the Co-owners of the Units involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owners in the manner provided in Article II of the Condominium Bylaws.

**ARTICLE VII
EASEMENTS, RESTRICTIONS AND AGREEMENTS**

Section 1. Easements for Encroachment, Utilities and Support.

In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140 of the Condominium Act.

There will be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. Easements of support will exist with respect to any Unit wall that supports a Common Element.

Section 2. **Right to Grant Easements.**

The Developer and the Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located within the Condominium to the public for such consideration as the Association will determine in its sole discretion.

Section 3. **Easement for Maintenance, Repair and Replacement.**

Developer, the Association, and all public or private utilities will have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. If a Co-owner fails to maintain, decorate, repair, replace or otherwise keep their Unit, any improvements or appurtenances or any Common Elements for which the Co-owner is responsible, the Developer and/or Association may (but is not required) in its discretion take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible. The Developer and/or Association will not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Developer or the Association to take any such action will not be deemed a waiver of the Developer and/or Association's right to take any such action at a future time.

Section 4. **Storm Water Drainage Easements.**

Storm water drainage facilities, including easements, may be established to assure the perpetual functioning of any storm water detention areas and drainage facilities within and serving the Project as shown on Exhibit B, including off-site storm water drainage facilities and easements serving the Project pursuant to separate easement documents recorded or to be recorded. If and when established, to maintain their intended function, no modification, use or occupancy of such areas is allowed without the prior written approval of any entity whose consent was required to establish the facility, including the Developer, the Association and any applicable governmental authorities. The Association is responsible for maintenance, repair and replacement of any storm water drainage facilities of the Project in accordance with any applicable easements and the requirements of applicable governmental authorities, and the cost of such maintenance, repair and replacement shall be assessed to the Co-owners of the Units by the Association as described in the Bylaws.

Section 5. Maintenance Easement for Water Supply and Wastewater Facilities.

The Developer, and the Association at the conclusion of the Sales and Development Period, shall have unrestricted access to the water supply and wastewater facilities located within the Condominium for ongoing operation and maintenance. The Developer, and the Association at the conclusion of the Sales and Development Period, shall have an easement to maintain, repair, and replace the wastewater collection or water distribution system and if any components of such systems are located within a Unit or Limited Common Element, then the Co-owner of the Unit or Limited Common Element appurtenant to that Unit shall provide a means of access to these in order to effectuate the foregoing easement.

Section 6. Telecommunications Agreements.

The Developer, and the Association acting through its duly constituted Board of Directors, will have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively referred to as "Telecommunications") to the Condominium or any Unit therein. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, to the Association will be receipts of administration of the Condominium within the meaning of the Condominium Act and will be paid over to and will be the property of the Association.

Section 7. Emergency and Public Service Vehicle Access Easement.

There will exist for the benefit of the Co-owners, Tyrone Township, and any emergency service agency or other governmental unit, an easement over all roads and driveways in the Condominium for use by Tyrone Township and emergency or other governmental service vehicles. Said easement will be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service will have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements will not be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Further Rights Reserved to Developer.

Developer reserves for the right for itself, the Association, their respective successors and assigns and all Co-owners of the land described in Article II, or portion or portions thereof,

perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article II of the Master Deed for the purpose of reasonable access from the Roads to the Units in furtherance of development of the Project.

Section 9. Other Easements.

The Condominium Property is also or may also be encumbered by other easements, including, but not necessarily limited to: (i) easements for sanitary sewers granted to Tyrone Township and the State; (ii) [REDACTED]; and (iii) the rights of the public and of any governmental unit to any road, street or highway.

**ARTICLE VIII
AMENDMENTS**

This Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner:

Section 1. Co-owner Approval.

Except as otherwise provided and subject to Section 2 below, the Developer and Association may make and record amendments to this Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. Mortgagee Consent.

Whenever a proposed amendment would materially alter or change the rights of mortgagees as defined in MCL 559.190a(9) of the Condominium Act, such amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a of the Condominium Act.

Section 3. Modification of Units, Common Elements and Percentage of Value.

Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

The Condominium may be terminated only in accordance with MCL 559.151 of the Condominium Act. Units may be consolidated as provided in MCL 559.148 of the Condominium Act.

Section 4. By Developer.

Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner and of a mortgagee, in which event Co-owner and mortgagee consent shall be required as above provided in this Article.

The Developer further reserves the right to amend this Master Deed and the Condominium Documents, including the Bylaws and Subdivision Plan, to implement any expansion, contraction, or conversion permitted by another Article of this Master Deed, without a vote or consent of the Co-owners or Mortgagees.

In addition, and notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 3 above, and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

- (a) To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to the sale of such Unit to a Co-owner so long as such modification does not interfere with the adjacent Unit or its appurtenant Limited Common Elements which have been sold to a Co-owner;
- (b) To amend the Bylaws subject to any restriction on amendment stated in the Bylaws;
- (c) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements;
- (d) To clarify or explain the provisions of the Master Deed or Exhibits;
- (e) To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium;
- (f) To make, define, or limit easements affecting the Condominium; and

(g) To record an “AS BUILT” Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as “MUST BE BUILT”, subject to any limitations or obligations imposed by the Act.

The amendments described in this Section may be made without the consent of the Co-owners or mortgagees. The rights reserved to the Developer under this Section may not be amended except with the consent of the Developer.

Section 5. Developer Approval.

During the Construction and Sales Period, Articles VII and VIII of this Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 6. Termination, Vacation, Revocation and Abandonment.

The Condominium may be terminated, vacated, revoked or abandoned with the written consent of eighty percent (80%) of the Co-owners and eighty percent (80%) of first mortgagees, and otherwise allowed by law.

ARTICLE IX
CONFLICTING PROVISIONS

If any provision of this Master Deed conflicts with the Act, the Act shall control. If any provision of this Master Deed conflicts with any provision of the Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation and any Rules and Regulations, the following order of priority controls:

1. Master Deed
2. Condominium Subdivision Plan
3. Articles of Incorporation
4. Bylaws
5. Rules and Regulations

If any provision of this Master Deed is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year below written.

US23 Storage Development, LLC,
a Michigan Limited Liability Company

By: _____
Name: Brendan J. Foster
Its: Managing Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2022, the foregoing Master Deed was acknowledged before me by Brendan J. Foster, the Managing Member of US23 Storage Development, LLC, a Michigan Limited Liability Company, on behalf of and by authority of the company.

Notary Public,
 County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:
Matthew W. Heron
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

OLD BUSINESS #2

Sight Lines



LK TYRONE WEST	LK SETBACK (ft)	ELEVATION TO LK (ft)	COVE	PENNINSULA
34-401-002		116	4	
34-401-003	VACANT	N/A		
34-401-004		124	12	
34-401-057		176	16	
34-401-007		66	10	
34-401-008		67	12	
34-401-009		66	12	
34-401-010		60	14	
34-401-011		82	16	
34-401-012		101	20	
34-401-013		93	20	
34-401-014		101	20	
34-401-015		108	22	
34-401-016		111	22	
34-401-017		111	20	
34-401-018		142	22	
34-401-019		141	20	
34-401-020		102	10	
34-401-055		107	16	
34-401-023		112	22	
34-401-054		128	22	
34-401-026		65	18	
34-401-027		96	20	
34-401-028		178	22	
34-401-029		118	14	
34-401-030		122	14	
34-401-031		110	14	
34-401-032		74	12	
34-401-033		76	14	
34-401-034		76	14	
34-401-035		78	12	
34-401-056		106	6	
34-401-038		72	4	
34-401-039		73	6	
34-401-040		121	14	
34-401-041		94	14	
34-401-042		85	16	
34-401-043		66	16	
34-401-044		60	14	
34-401-045		126	16	
34-401-046		80	14	
34-401-047		76	16	
34-401-048		87	14	
34-401-049		71	10	
34-401-050		65	12	
34-401-051		81	14	
34-401-052		82	14	
34-401-053		75	12	

LK TYRONE EAST	LK SETBACK (ft)	ELEVATION TO LK (ft)	COVE	PENNINSULA
34-402-032	114		0	
34-402-031	282		2	
34-402-030	280		6	
34-402-029	114		6	
34-402-028	85		4	
34-402-027	93		6	
34-402-026	37		4	
34-402-025	79		2	
34-402-024	93		2	
34-402-023	95		2	
34-402-022	134		4	
34-402-021	70		0	
34-402-020	94		0	
34-402-019	76		2	
34-402-018	66		2	
34-402-017	60		2	
34-402-016	74		2	
34-402-015	87		4	
34-402-013	82		6	
34-402-012	82		6	
34-402-011	80		6	
34-402-010	55		6	
34-402-009	59		4	
34-402-008	80		2	
34-402-007	125		4	
34-402-006	201		6	
34-402-005	205		8	
34-402-004	107		6	
34-402-003	100		8	
34-402-002	98		6	
34-402-001	117		6	

NEW BUSINESS #1

Hornbacher Contractor Limited Storage Special Land
Use

RECEIVED

MAY 09 2022

TYRONE TOWNSHIP
PLANNING & ZONINGTYRONE TOWNSHIP
PLANNING COMMISSION REVIEW APPLICATION

Property Address / Location V/L Center Rd Tyrone Twp MI 48480 Tax ID # 0417400003		Parcel ID/Zoning District 4704-17-400-003
Property Owner(s) Newman TTP LLC		Telephone
Street Address 25811 W. 12 mile rd. Suite 100		Cell Phone
City Southfield	State and Zip code MI 48034	FAX or E-Mail
Authorized Agent Steven E. Newman		Telephone
Street Address 25811 W. 12 mile rd. Suite 100		Cell Phone
City Southfield	State and Zip Code MI 48034	

Type of Review:

- | | | |
|--|--|--|
| <input type="checkbox"/> Boundary Realignment | <input type="checkbox"/> Open Space Relocation | <input type="checkbox"/> Site Plan Review |
| <input type="checkbox"/> Concept Review | <input type="checkbox"/> Private Road/Shared Drive | <input type="checkbox"/> Site Visit |
| <input type="checkbox"/> Conditional Zoning | <input type="checkbox"/> Planned Unit Development | <input checked="" type="checkbox"/> Special Land Use |
| <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Special Meeting |
| <input type="checkbox"/> Land Division | <input checked="" type="checkbox"/> Rezoning - NO? | <input type="checkbox"/> Subcommittee Meeting |
| <input type="checkbox"/> Open Space Preservation | <input type="checkbox"/> Site Condominium | <input type="checkbox"/> Subdivision Plat |
| <input type="checkbox"/> Other | | |

Project Description:

Potential buyer of the property would like to build a home and a pole barn (80x80) on the property. The buyer owns and operates a directional boring company. There would be large equipment on and off the property, often. The barn would be located on the east side of the property. The home would be located on the west side of the property.

Planning Commission applications should be filed with the Planning Commission Recording Secretary at least 14 days prior to review. Applications will not be scheduled for review until all information has been received. This Signature constitutes the applicant's acknowledgement of the application requirements and permission for site inspection by Tyrone Township representatives.

Steven Newman

Signature of Owner or Authorized Agent

Date: 5/9/22	Tax Status: paid	Fees: 101-000000-607-006	Escrow: 701-000000-283-
Received By: KC	per T.D.	1650.00	2000.00

MAY 09 2022

TYRONE TOWNSHIP
PLANNING & ZONING

Tyrone Township Escrow Agreement

This Escrow Agreement is for the cost of review, inspection and monitoring of the project of the Applicant. This includes, but not limited to:

- a) The cost of the review of applications for approvals and variances;
- b) Site Plan Reviews;
- c) Any Planning Commission meetings;
- d) Special meetings;
- e) Reviews by Township Attorney and preparation of appropriate approving resolutions or ordinances;
- f) Reviews by Township planner and/or engineer;
- g) Publications and notices of public hearings or meetings;
- h) Traffic studies;
- i) Environmental impact studies;
- j) Engineering Construction Reviews
- k) Zoning administrator inspections and involvement;
- l) Any other services or expenses relating to the application, inspection or monitoring processes incurred by the Township that are necessary and incident to the completion of the work or project.

Accordingly the Applicant shall pay, simultaneously with the execution of this Agreement, the sum of \$ 2,000.00 to be held in escrow by the Township to cover the aforementioned costs and expenses. The escrow deposits shall bear no interest.

If, during the project, the escrow balance falls below the amount necessary to complete the project, the Applicant shall make additional deposits sufficient to cover any deficit.

Any excess funds remaining in any escrow account after the project completion will be refunded to the Applicant less any administrative fees.

If the project costs and expenses exceed the amount remaining in the escrow after final project approval, the Township shall send the Applicant a statement for such additional costs. Until the Applicant pays for such costs, no further Township permits or approvals shall be issued.

TYRONE TOWNSHIP

By: Karie Carter
Its: Zoning Administrator

APPLICANT

Greg Hornbacher (Potential buyer)

Home Proposal Plans

All blue is a wet area. This was determined by walking the property the following day and with one half inch of rain falling in a 24-hour period.

All white is proposed to be clear cut or thinned.

All black is proposed driveway.

All yellow is proposed location of the home.

House size will be approximately 3000 to 3500 square feet. The white including and around the home will equal approximately one acre.

All green will be the pole barn. Approximately 60' by 80' and will include a lean to on the east and west sides of the building.

Only necessary trees will be cut down and utilized. The white around the home will most likely not be clear cut.

The house will be the daily residence for the family.

The pole barn will be a storage area for my directional drilling company.

The items that will be stored in and around the pole-barn include but are not limited to, a few used drill rigs, very little product that I use frequently, possibly the extra flatbed semi-truck. I would be doing some repairs/maintenance to my trucks and equipment inside. I have 2 employees and they would not be meeting at the residence or pole barn; they meet on site of each job daily. No customers or selling of goods will take place here. The hours spent working in the pole barn will vary depending on the work load I have due to the weeks wear and tear on my equipment and trucks. However, most if not all maintenance and repairs are done onsite. Again, my employees will not be coming to the barn to assist or work.

RECEIVED

MAY 09 2022

TYRONE TOWNSHIP
PLANNING & ZONING

Concerning parcel number 17-400-003 V/L located on center road

I'm sending this information in hopes the said property can be rezoned too whichever necessary. So I may build a pole barn to store my company's equipment as well as build a home to reside in.


Thank you,

Greg Hornbacher


 = septic

 = utilitres

 = yard

 = Driveway

 = house

 = pole barn

 = well

RECEIVED

MAY 09 2022

TYRONE TOWNSHIP
PLANNING & ZONING

TYRONE TOWNSHIP

Receipt: 119088 05/09/22

8420 RUNYAN LAKE RD
FENTON, MI 48430
810-629-8631
WWW.TYRONETOWNSHIP.US

Cashier: LMAYBEE
Received Of: HORNBACHER

Payment for:
PC REVIEW

The sum of: 1,650.00

BDINV	00018268			1,650.00
		101-000-628.000	1,650.00	
			Total	1,650.00
	TENDERED:	CHECKS	1094	1,650.00

Signed: _____

TYRONE TOWNSHIP

Receipt: 119087 05/09/22

8420 RUNYAN LAKE RD
FENTON, MI 48430
810-629-8631
WWW.TYRONETOWNSHIP.US

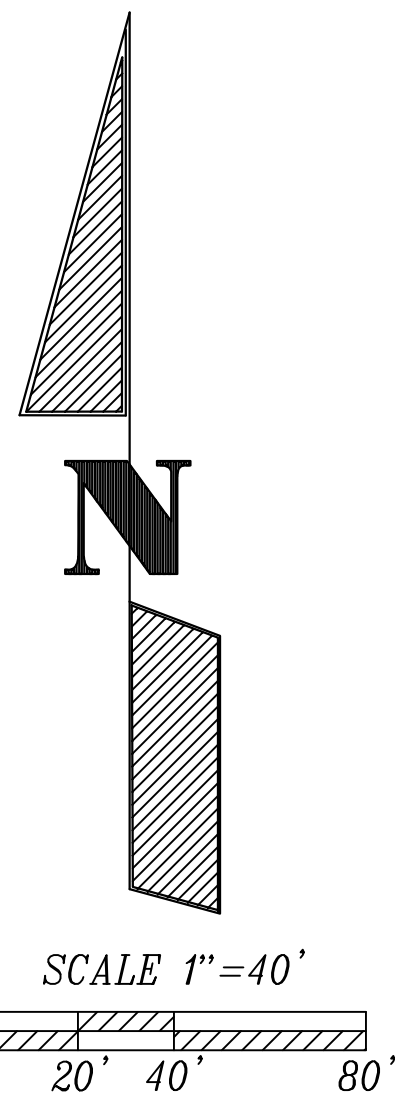
Cashier: LMAYBEE
Received Of: HORNbacher

Payment for:
ESCROW 17-400-003

The sum of: 2,000.00

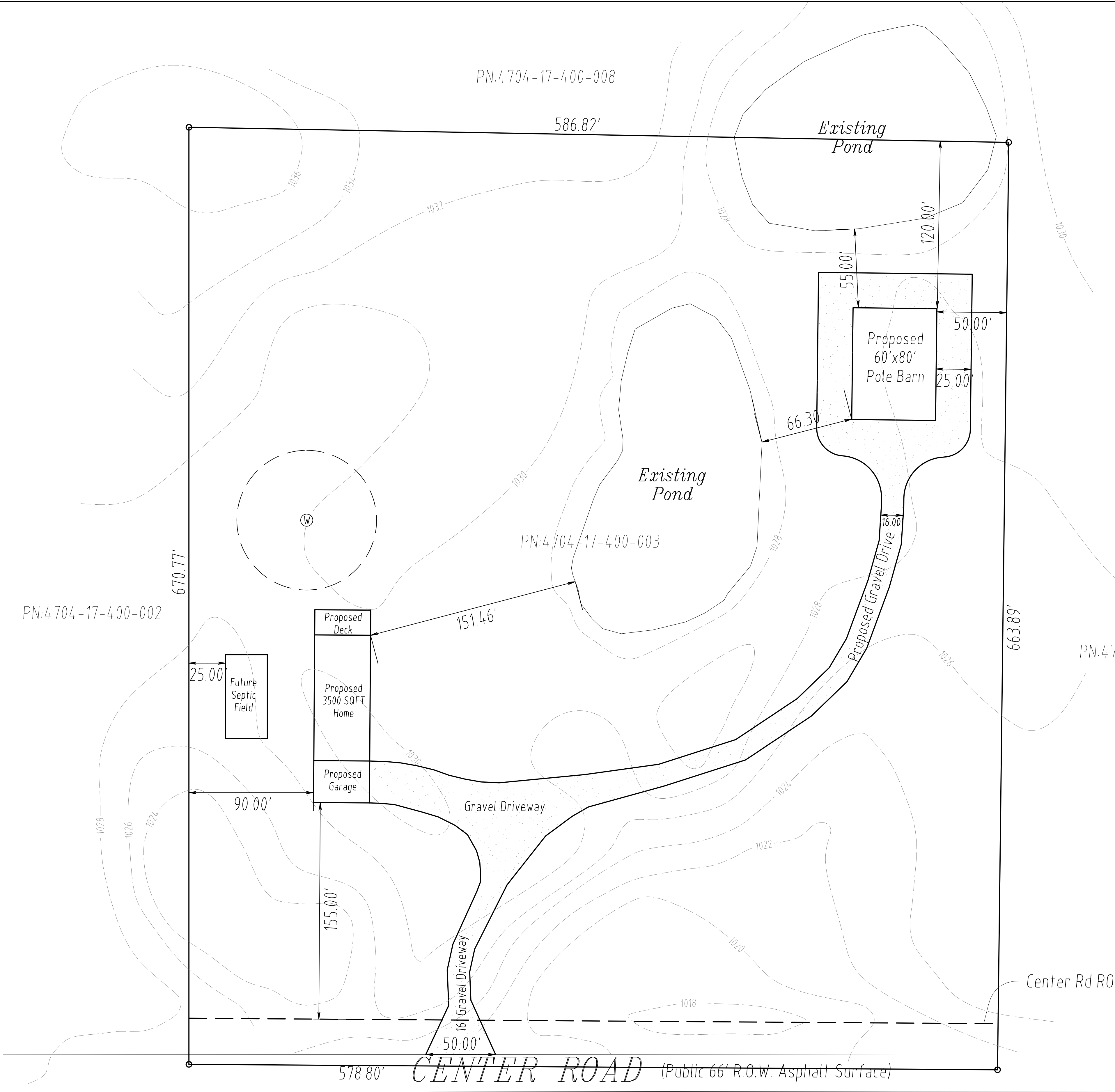
BDINV	00018269			2,000.00
		701-000-283.000	2,000.00	
			Total	2,000.00
	TENDERED:	CHECKS	1093	2,000.00

Signed: _____

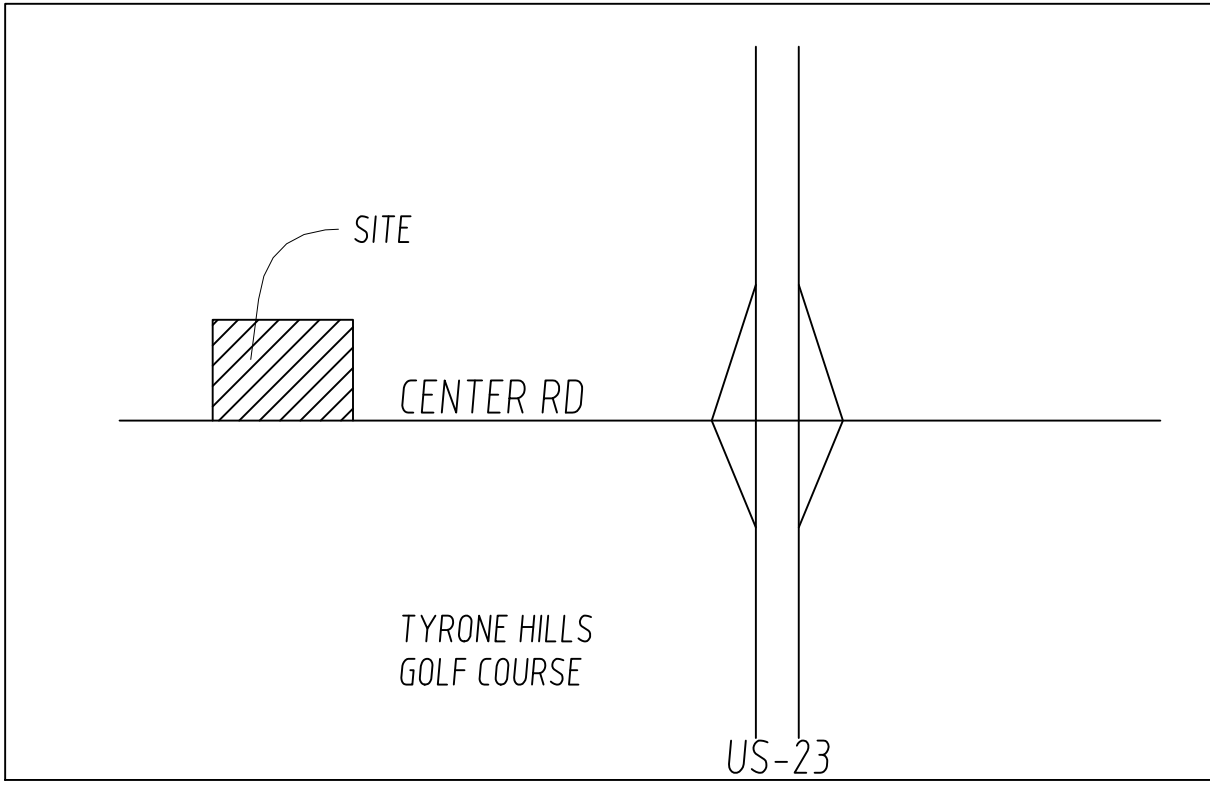


LEGEND

- 880--- Existing Contour
- 880— Proposed Contour
- Drainage Direction
- 100.00Ft. N90°00'00"E Property Lines
- 100.00 Existing Elevation
- 100.00 Proposed Elevation
- ⊙ Proposed Well



LOCATION MAP



LEGAL DESCRIPTION

Section 17, T4N, R6E, The West 594 Feet of The East 924 Feet of The South 1/2 of the Southwest 1/4 of Southeast 1/4, Livingston County, MI

THIS DRAWING SHALL NOT BE USED TO ESTABLISH PROPERTY LINES

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

SHEET NUMBER	FILE	VERT. SCALE	HORZ. SCALE: 1"= 40'	CHECKED BY: ESH	DATE: 6/14/22	DRAWN BY: ESH	DATE: 6/14/22	DESIGNED BY: ESH	DATE: 6/14/22		Tri-County Engineering	DATE:	BY:	REVISIONS:
1										Hornbacher Property	14305 Wright Dr Linden, MI 48451 (517)-202-4806 eheethuis@yahoo.com			
										TYRONE TOWNSHIP				