



Planning Commission

Larry Fox, Chairperson Joseph W. Colaianne, Trustee
Michael Mitchell, Vice-Chairperson Keith Voight, Secretary
Michelle LaRose, Commissioner Sue Grissim, Commissioner
Tom Murphy, Commissioner

Planning Commission Meeting Agenda
Hartland Town Hall
Thursday, October 08, 2020
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of Meeting Minutes
 - a. Planning Commission Special Meeting Minutes of August 20, 2020
 - b. Planning Commission Meeting Minutes of September 10, 2020
6. Call to Public
7. Old and New Business
 - a. SP #20-003 Preliminary and Final Site Condominium Application for Rural King Condominium Request
8. Call to Public
9. Planner's Report
10. Committee Reports
11. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION SPECIAL MEETING **DRAFT** MINUTES

August 20, 2020 – 7:00 PM

1. **Call to Order:** Fox called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Fox, Colaianne, Grissim, Mitchell
Absent – Commissioners LaRose, Murphy, Voight
4. **Approval of the Meeting Agenda:**
A Motion to approve the August 20, 2020 Planning Commission Meeting Agenda was made by Commissioner Grissim and seconded by Commissioner Colaianne. Motion carried unanimously.
5. **Approval of Meeting Minutes:**
 - a. Planning Commission Minutes of July 25, 2020
A Motion to approve the Meeting Minutes of July 25, 2020 was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.
6. **Call to the Public:**
None
7. **Public Hearing:**
 - a. Site Plan #20-005 Hartland Senior Living Planned Development (PD) Preliminary Site Plan a Preliminary Plan for a senior living facility consisting of a single, three (3) story, 146-unit building that accommodates seniors (age 62 and older).

Chair Fox opened the Public Hearing at 7:03 PM.

Chair Fox stated the Applicant, Pirhl Developers LLC, has requested to rezone approximately 17.9 acres located on three parcels 4708-23-300-025, 4708-23-300-026 and 4708-23-300-027 from CA Conservation Agriculture and OS Office Services to PD Planned Development. All of the public noticing requirements have been met.

Director Langer indicated the location of the site and stated the following:

- Three separate properties comprise the proposed Hartland Senior Living PD.
- Three phases: conceptual, preliminary, and final all of which require Planning Commission and Township Board review. The Applicant is now in phase two, Preliminary.
- Facility is for mostly independent senior citizens with options to contract privately for higher levels of care, if required.
- Planned to be single-story in the front, three-stories in the back with an access road.

The Applicant, Kevin Brown, Vice President of Pirhl Developers LLC, introduced himself and disseminated copies of a presentation. He stated the following:

- Presented the team Pirhl has partnered with; Lockwood Companies, RDL Architects, and Mannick & Smith Group.
- Proposed project is a congregate care facility for seniors making a lifestyle choice.
- 146 residential apartment units, 82 one-bedroom units, 64 two-bedroom units.
- Market studies show there is a demand for this type of housing.
- Services are what sets this apart from other senior complexes.
- Operations, six full-time employees; Services, 12 employees; Third-party providers, 6-8 employees providing additional services.
- Full-time activities director and concierge, shuttle bus transportation to local amenities.
- Will provide emergency response pendants for all residents that alert in-house staff to evaluate if emergency services are required.
- Third-party homebased healthcare provider on site 24 hours a day able to provide an emergency response. Tenant would contract with that provider via insurance or private pay. Provides for other levels of care to those who may need assistance.
- Ala cart services available: meal service, housekeeping service and laundry service which allow seniors to remain independent; these are provided as a response to a growing market demand.
- Through the financing made available they will be able to provide 64 units from \$800 to \$1300 as a base rent without ala cart services. The balance would be offered from \$2800 to \$3400 including services.
- Anticipate construction beginning 2021 depending on access to water, open by 2023.
- Location has easy access to local amenities.
- Storm water detention basin planned for the northern portion of the site will not impact Bullard Lake.
- Site Plan includes carports.

Call to the Public

- Barbara Krueger, Hartland – concerned about the access planned and would like to see a deceleration lane.
- Richard Krueger, Hartland – expressed concern about ice control in the winter and encouraged a more environmentally friendly product. Also concerned about the number of ADA compliant parking spaces, feels there should be more.
- Bill Rains, Hartland – supports this development but has the following concerns:
 - Hours of construction, requesting 8:00 AM to 5:00 PM.
 - Parking lot lighting, requesting zero foot-candles at the eastern property line.
 - Entrance deceleration lane location, the existing park entrance deceleration lane causes concern every day as drivers do not yield to anyone coming to their driveway. Requesting the entrance be moved farther west.
 - Landscaping, requesting the existing trees near the eastern property line remain as screening and conifer trees added to the north for additional screening. Would like a written agreement the screening landscaping be maintained and replaced as needed for perpetuity.

Chair Fox stated for the record, a letter was received from the Livingston Land Conservancy.

Chair Fox closed the Public Hearing at 7:28 PM

Chair Fox referred to the staff letter.

Eligibility Criteria (Section 3.1.18.B.)

Recognizable Benefits

- Preservation of natural features and woodland areas.
- Provision of a housing type, senior housing, that is in demand with Hartland Township.
- Efficient use of land and low demand for new Township infrastructure.
- Low impact on Township services.
- Harmonious with surrounding areas.
- A proposed access drive connection to the adjacent property to the west (Trillium Center/office building, 12319 Highland Road), which would afford a secondary emergency access for the development.
- Extension of the public water system to accommodate the proposed development, built to the Township standards.
- Installation of pathways and walking trails on the site, and along M-59.

Minimum Size

Chair Fox stated the proposed project is approximately 17.9 acres in size. Historically, the Planning Commission has approved Planned Developments of less than 20 acres. Given the location of this project being adjacent to a Township Park and amount of open space, staff has included in the recommendation to approve this waiver. The Planning Commission agreed.

Use of Public Services

Chair Fox stated this use at this location will be low intensity and not be very demanding of many of the services in the area.

Compatibility with Comprehensive Plan

Director Langer explained the proposed development is somewhat new in concept and different from more traditional apartments and nursing care facilities. The zoning ordinance definitions provide a definition for congregate or interim care housing, but that type of use is not specifically listed in the zoning districts; however, it appears to be residential in nature and treated in a similar manner to nursing care facilities. The Planning Commission agreed.

Unified Control

Chair Fox stated the Applicant is the sole owner of the subject property and the development.

Planned Development Design Standards

Permitted Uses

Director Langer explained the site is designated on the Zoning Map as Residential and Office. The 2015 Future Land Use Map designated a portion of the site as Office. A care facility of this

type is typically compatible with both residential and office uses. The Planning Commission concurred.

Residential Density

Director Langer stated this is closer to a nursing home care facility and density is not typically calculated for this use in the same way as it would be for an apartment building. The Planning Commission agreed.

Design Details

Chair Fox stated this will be addressed in the Site Plan Review.

Minimum Yard Requirements

Chair Fox stated they are exceeding the requirements by substantial amounts as shown in the Planner's memorandum.

Building Height

The Applicant stated they are requesting a waiver to exceed the maximum height of 35 feet, stating that the added height is necessary in order to provide nine (9) foot ceilings for the living units on the second and third floors, and a 10-foot ceiling on the ground floor. Having this design makes the apartment units more marketable and the higher ceiling on the ground floor is necessary for the larger volume common areas/facilities.

Commissioner Colaianne stated the 35-foot height limitation is typically a concern for the Fire Department but they had no issues with this design. Director Langer confirmed they did not. Chair Fox explained the height was part of the reason they were encouraged to set the structure farther away from the road. The step-up design also softens the effect. The Planning Commission had no issues with the height.

Parking and Loading

Chair Fox stated the Applicant covered this earlier and has proposed approximately 1.09 parking spaces per unit, which, in his opinion, this should accommodate the needs of the residents, staff, and visitors. Based on this formula, for the 146 residential units, 159 parking spaces are provided on the plan.

Commissioner Colaianne brought up a question from the Concept meeting regarding parking and Chair Fox asked how the parking was calculated. The Applicant explained the formula he used stating the minimum for ADA compliant parking is 5%. Ten spaces would more than satisfy that requirement. Chair Fox asked if he has found that to be adequate in his other developments. The Applicant stated it varies but it is usually 5% to 10%. Chair Fox asked if over time it was determined that more ADA compliant spaces were needed, would they be willing to install them. The Applicant stated he did not think that would be an issue.

Commissioner Grissim asked about the placement of the spaces. The Applicant explained the ADA compliant units are required to be spread throughout the building so the parking spaces are not all in one location either. He stated they try to break up the parking areas to avoid one large expanse of parking lot for aesthetic reasons. Commissioner Grissim asked if access was

through the stairwell doors shown. The Applicant stated he was unsure without looking at the plans but yes, and there are other doors than just the stairwell exits. Commissioner Grissim asked if there is an elevator in the building. The Applicant stated there are three elevators.

Chair Fox mentioned dumpster enclosures not being shown on the plans. The Applicant stated they are all internal to the building.

Landscaping

Chair Fox stated Landscaping would be addressed in the Site Plan Review portion of the meeting.

Open Space

Director Langer stated this plan complies with the requirement which is 25%. The proposed open space is 76.80% of the site, or approximately 13.76 acres. Most of the back third will remain open in an undisturbed natural state or with walking trails.

Natural Features

Director Langer stated the plans indicate they are doing a great job by trying to identify and use the existing trees and vegetation to screen the site. They intend to augment with additional trees where there are gaps. A wetland delineation was conducted which located three (3) wetland areas on the site, located generally in the northwest corner of the site. No development is proposed in that area and the wetlands will not be disturbed.

Chair Fox asked about the trees on the east property line, would they be left as is? The Applicant stated They cannot maintain all of them, they have shown the trees that they can maintain. The grade on the site falls away quite a bit from the eastern line. They moved the building away from the grade to keep it on flatter ground. He stated they surveyed the trees to identify the ones they could keep. They tried very hard not to show more trees than can be maintained in that area while allowing for the underground utilities and carports. Chair Fox asked if the green portion of the plan indicates an area that will not be graded and would remain in its natural state as much as is possible. The Applicant stated it would.

The Planning Commission discussed the trees and vegetation, and the abutting neighbors' concerns.

Sidewalks and Pedestrian Access

Chair Fox stated the existing concrete sidewalk along Highland Road will be removed and seeded after removal. Internally concrete sidewalks are provided around the building and parking areas, with a connection to the courtyard sidewalks and the sidewalk along Highland Road.

Requirements for Preliminary Review (Section 3.1.18.E.ii)

Sewer and Water

Director Langer stated the sewer is existing, but the water ends at the Bella Vita facility to the west. The timing of this project is important as there is currently a water extension project being proposed and the project developers are working together towards that end.

Stormwater and Drainage Systems

Chair Fox stated the Applicant is working with the Livingston County Drain Commission for stormwater retention. Chair Fox asked about ice control and what products are planned for use. The Applicant stated he does not have that information. Chair Fox encouraged addressing that issue in a future document.

Traffic Generation

Chair Fox stated this is considered a low intensity use and a traffic study is not required.

Fiscal Impacts

Chair Fox stated according to the Applicant's Narrative Summary, Hartland Senior Living will be an asset to the Hartland Township community and will contribute to the fiscal health of the Township and the Hartland Consolidated School District.

SITE PLAN REVIEW

Site Requirements

Access Management and Non-Residential Driveway Standards (Sec. 5.10)

Director Langer explained typically when a project comes before the Planning Commission they have already secured the required approvals from MDOT but given the nature of this project, the location, the anticipated water service extension, the time required for the MDOT review, the Applicant felt it would be better to move forward to the Planning Commission with the understanding if the planned access drive changes more than a certain number of feet they must return to the Planning Commission for reapproval, but the access and deceleration lane will be reviewed and the design approved by MDOT.

Landscaping and Screening

Greenbelt Landscaping - Commissioner Grissim called out the desire for landscaping planned for the west side of the driveway should be shifted to the east side.

Parking Lot Landscaping – Commissioner Grissim mentioned six (6) additional canopy trees are required in the endcap islands. The Applicant stated they would comply.

Perimeter Landscaping visible from the road – Commission Grissim stated it is good as shown.

Perimeter Landscaping not visible from the road – Commissioner Grissim requested they add more evergreen trees to screen the east property line where there are existing taller trees. Chair Fox suggested trees from the Detention/Retention Area be relocated to aid in screening the eastern and western property lines. Commissioner Grissim stated the western property

line may have too much screening. It is an Office use to the west and requires less screening. The focus is screening the parking areas. The Applicant stated he will work with staff.

Screening of Ground Mounted Equipment – Chair Fox stated they are unsure of what will be on site at this time but whatever is there should be screened. The Applicant stated they would comply as they develop the plans.

Detention/Retention Area – Chair Fox stated it is such a natural place and encouraged the Applicant to work with what they have.

Other Landscaping – Chair Fox mentioned that turf areas should be irrigated; other areas that are not lawn need to be labeled. The Applicant stated they hope to not landscape all the turf areas but to focus on the front of the building. The Planning Commission concurred.

Lighting

Director Langer stated the submitted plan complies with the Lighting Ordinance; he does not think most people comprehend how dim .5 foot-candles is. To get to zero, the lighting in the parking lot could become dangerous. Chair Fox requested that the Applicant verify the foot-candles shown on the photometric plan.

The Planning Commission briefly discussed Lighting and other projects. Commissioner Grissim stated 50 feet from the property line the reading is .1 fc but they will verify.

Architecture / Building Materials (Sec. 5.24)

Chair Fox stated the Architecture standards are guidelines; if followed to the nth degree, creativity can be eliminated. He would like to look at the proposed facades and get the Planning Commission's thoughts. The Planning Commission stated they like the Architecture as proposed.

Detached Carport Structures

Chair Fox stated they are located around the building rather than in front. Four are proposed with 10 cars for each. Commissioner Grissim asked that the screen for the carports be a more durable material rather than wood. The Applicant stated they typically come as a unit, but he would investigate the options.

The Planning Commission discussed the additional review letters mentioning there was not enough detail at this time for a full Engineering review but that it will follow at the next approval phase.

The Planning Commission discussed construction hours requested by the neighbor, 8:00 AM to 5:00 PM. Director Langer stated he was unsure of the exact hours allowed in the Ordinance but did not believe they are limited to that. [Construction hours for the Township are 7:00 AM to 8:00 PM.]

Chair Fox asked about maintaining Landscaping. Director Langer stated that is always a requirement; generally, if something dies, the property owner is required to replace it.

Chair Fox mentioned MDOT controls the right-of-way and the Township has very little control over what is approved for the entrance and deceleration lane.

Commissioner Colaianne offered the following motion:

Move to forward Site Plan Application #20-005, the Preliminary Planned Development Site Plan for Hartland Senior Living, to the Township Board with a recommendation of approval, subject to the following:

- 1. Waiver request on the minimum lot size requirement for a planned development, being less than 20 acres, is approved.**
- 2. Waiver request on the building height, being greater than 35 feet, is approved.**
- 3. Waiver request to deviate from the maximum allowable and minimum façade material percentages, is approved**
- 4. The site plan is subject to the current location of the access drive connecting to M-59. In the event the access drive needs to be relocated more than ten (10) feet in either direction, the applicant will need to submit a site plan to the Planning Commission for review to amend the approved site plan.**
- 5. As part of the Final Plan Review, the applicant shall secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Trillium Center/office building, at 12319 Highland Road), which would afford a secondary emergency access for the development.**
- 6. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandum, dated August 13, 2020, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.**
- 7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.**

Seconded by Commissioner Grissim. Motion carried unanimously.

8. Old and New Business:

- a. Site Plan #20-008 Redwood Planned Development (PD) Concept Plan

Director Langer indicated the location of the site and stated the following:

- Portion of the much larger Hartland Glen property; 24.29 acres.
- Designed for people who do not want the care and maintenance of a single-family home.
- Redwood is proposing single-story apartments, 33 buildings with 152 units.
- Concept Review is an opportunity to gage the interest in the project; no decisions or recommendations occur at this level.

Patricia Rakoci and Emily Engelhart, representing the Applicants, Redwood Apartment Neighborhoods, introduced themselves, shared a presentation stating the following:

- Recently rebranded and added new signage which is lit from the interior.
- All units are single-story, two bedrooms, two bathrooms, attached two-car garage.

- Redwood has over 13,000 units, 99% leased, with onsite management 24/7.
- Properties are owned, developed, constructed, and managed by Redwood.
- Targeted to empty-nesters, seniors, young professionals.
- Rent rate in Hartland anticipated to be between \$1650 to \$2050 per month.
- Nearly all the residents previously lived within five miles; caters to local population.
- Not an age restricted product but residents are thoroughly checked prior to leasing.
- Twenty-three sites in Michigan. Excellent growth in Michigan and around the country.
- Shared some of their market research as they search for appropriate sites.
- Shared some of the design features.
- Exterior services are handled by management, landscaping, snow removal, and curbside trash removal.
- Units are 1300 to 1600 square feet.
- Sidewalks are integrated to local roads; all are ADA compliant.
- Prolific use of landscaping around the properties, sod in front with irrigation, plenty of screening. Intend to add additional buffering for the abutting single-family homes not included in the project.
- Indicated they want to provide all the required information needed if Hartland is interested in moving forward.

Chair Fox gave an overview of the Planned Development process.

Proposed Concept Plan

Density

Chair Fox called out the units along the main road that have front porches. The Applicants stated they are set back 50 feet from the road right-of-way.

Director Langer stated the following:

- This project, Hartland Senior Living/Pirhl, and Newberry are the three driving forces behind the proposed water extension. All these projects require public water.
- When water is extended, it can affect the logical density of development and require a change in the Future Land Use Map (FLUM) density designations for the area.
- The Planning Commission will need to look at the FLUM and the density in the near future.
- The current designation does not allow for this dense of development at this location. Recommends this area be designated a Special Planning Area as is the property to the east.
- A large number of REUs for sewer are associated with this property.

Chair Fox suggested the higher density be located near M-59 progressing to lower density designation to the south.

Chair Fox stated Redwood has been interested in locating in this area for a long time. They originally looked at a parcel next to Meijer that did not work out. Locating near M-59 allows for a higher density, access, and the option of public sewer with the additional of public water in the near future.

Commissioner Colaianne asked about the current Future Land Use Map designation if they were not pursuing a Planned Development. Director Langer stated the density of a Planned Development looks at the Future Land Use Map to determine what an appropriate density should be. The subject property is designated Medium Suburban Density Residential 0.5 to 1 du per acre on the adopted 2015 Future Land Use Map. As it stands, they could have a maximum of 48.6 units; with the density bonus of 40%, if approved, would give them approximately 68 dwellings as a maximum. They are proposing 152. The density of .5 to 1 du per acres are typically well and septic lots. Chair Fox stated 600 houses could not be constructed without sewer taps. If it were rezoned to Multiple Family, it would be even more dense, approximately 200 units. While it looks dense, because they are ranch-style, it is not as dense as multi-story apartments. Director Langer stated the FLUM density at this location will be discussed at another Planning Commission meeting in the near future.

Commissioner Colaianne commented that he is not impressed with the visual of Latson Road Redwood development and would like to see the rooflines offset to break up the barracks-like appearance. He would not like it to be where you can see it off M-59. He would be interested to see what the Rochester Hills project will look like. The Applicant stated another acquisition manager handled the Rochester Hills project.

The Planning Commission discussed the other Redwood sites.

Chair Fox stated the following comparing this proposal to some of the others:

- Large number of units in a row; here the units are varied.
- The materials selected were different; the site plan review committee has requested other materials.
- None of those have porches; here the units along Hartland Glen entrance drive have porches.
- Would recommend a more muted color scheme rather than the bright colors; pick a classy looking stone that will age well.
- Break up the rooflines.
- Moving in the right direction.
- Need to come with your Redwood “A” Game in the architecture.

Commissioner Colaianne is concerned if the architectural issues are not handled now, in the future it will not age well and look dated. Chair Fox concurred. The Applicant acknowledged those concerns. Commissioner Grissim added the Breezewood is the most brutal; the others seem to be broken up better.

Chair Fox stated the architecture and the landscaping will get the density; the density will get approved with the right program. The Applicant stated that is why they came tonight, to hear these comments; they understand.

Commissioner Grissim asked about the open space plan. The Applicant stated they do not typically have many children in these developments, so pools and playgrounds are not standard. The open spaces are more passive.

Commissioner Grissim asked about guest parking, can two cars fit in the driveways. The Applicant replied on-street parking is not permitted so they try to sprinkle in guest parking throughout. They can look at adding more. They have built many of this type and feel they have a pretty good understanding of what is needed. Chair Fox mentioned in this part of the country vehicles are larger; trucks cannot hang over onto a sidewalk area. The driveways need to be long enough to accommodate longer vehicles. The Applicant thanked the Chair for bringing this to their attention and assured the Planning Commission they would take that under advisement moving forward.

Commissioner Grissim asked if there is a mail kiosk. The Applicant confirmed there is and some small shelters, benches, and waste containers along some of the sidewalks.

Sam Yaldo, the property owner, asked for clarification about the public water. The Planning Commission confirmed this property has been included in that ongoing process.

Chair Fox offered to have another Site Plan Review Committee meeting with the Applicant before they return for their Preliminary review. The Applicant agreed.

9. Call to the Public:

None

10. Planner Report:

None

11. Committee Reports:

Chair Fox reported the Site Plan Review Committee is being expanded to three members and appointed Michelle LaRose as the third member.

12. Adjournment:

A Motion to adjourn was made by Commissioner Colaianne and seconded by Commissioner Grissim. Motion carried unanimously. The meeting was adjourned at approximately 9:10 PM.

HARTLAND TOWNSHIP PLANNING COMMISSION **DRAFT** MEETING MINUTES

September 10, 2020 – 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Fox, Grissim, LaRose, Mitchell, Voight
Absent – Commissioners Colaianne, Murphy
4. **Approval of the Meeting Agenda:**
A Motion to approve the September 10, 2020 Planning Commission Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.
5. **Call to the Public:**
None
6. **Public Hearing:**
 - a. Site Plan with Special Land Use Application #20-009 (Undercoating Business); a request to establish an undercoating business as a special land use, at 10055 Bergin Road, in Hartland Commerce Center.

Chair Fox opened the Public Hearing at 7:03 PM.

Director Langer gave an overview of the site location and the request stating the following:

- Part-time leading to full-time if successful.
- Customers would bring the vehicle to the site for application. A vehicle may be parked for a short time in the parking lot.
- Based on the applicant’s explanation, the proposed business is undercoating cars and trucks using NH Oil as the rust-proofing product. NH Oil undercoating is a toxic-free, non-flammable, environmentally safe lanolin-based product, per the applicant
- Proposed undercoating process is similar to rust-proofing which is listed as an activity associated with Automobile Repair-Major which is only permitted by Special Use Permit and requires the approval of the Township Board.
- Using existing building, not altering the site or the site plan but will have a brief Site Plan Review tonight as well.

The Applicant, John Partyka, introduced himself and stated the following:

- Described the process.
- Product as plant & animal based, essentially organic.

Public Comment:

Wally Haley, of Haley Law Firm representing H & G Site Development the abutting unit, stated the following:

- Special Use approval in Light Industrial is required for a reason, must be harmonious with the surrounding uses which are mostly office or warehouse.
- Product is an oil; all oil comes from an organic plant source.
- Materials Safety Data Sheet information warns of contact with skin, eyes, and release into the environment. We are the environment.
- The buildings were not constructed to provide barriers from toxic materials to the east or to the west. The walls are drywall with no odor protection.
- Believes there is a better location for this use such as a structure with masonry walls.
- Does not think there is enough information to ensure this use is harmonious with existing uses.
- Would like the applicant to provide more information as to how he would protect the surrounding units and their personnel.
- Asking for the following:
 - non-permeable barrier for the walls
 - interior ventilation system that would filter out contaminants within the units
 - exterior filter system that would prevent any material from going on vehicles in the shared parking area
 - pollution liability coverage policy
 - Surety Bond in case the business fails to cover cleanup of the unit
- Believes these are not Building Department issues but Special Land Use issues and should be handled at this level.

Dan Eiden, unit owner, stated the following:

- Feels this is an issue of resistance to change.
- Existing businesses were aware of the building's materials and limitations when they came in. It was their option to be in a free-standing building, but they chose this type of structure with these types of uses.
- Concerned about the use of the word "toxic" and the information shared to the other occupants.
- Does not have concern about overspray impacting and permeating the walls.
- Does not have a concern about the harmonious nature of this use, does not feel it will negatively impact anyone's health and does not see a need for pollution liability coverage.
- Trying to sell his unit, process has been a long one, never anticipated those kinds of obstacles.

Tim Belt, another unit owner in the complex, stated the following:

- Feels it is reasonable to ask how the oil will be contained and if it will be present outside the unit.
- Overnight parking is prohibited; wants to know if there will be any vehicles left overnight.

Chair Fox closed the Public Hearing at 7:25 PM.

Chair Fox referred to the staff memorandum.

Special Land Use Review – General Standards

Section 6.6

- A. Be harmonious and in accordance with the objectives, intent, and purposes of this Ordinance.
- B. Be compatible with the natural environment and existing and future land uses in the vicinity.
- C. Be compatible with the Hartland Township Comprehensive Plan.
- D. Be served adequately by essential facilities and public services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to adequately provide any such service.
- E. Not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, person, property, or the public welfare.
- F. Not create additional requirements at public cost for public facilities and services that will be detrimental to the economic welfare of the community.

SPECIAL LAND USE REVIEW – Applicable Site Standards

Automobile Repair-Major (Section 4.59)

1. Repair Facility.

The Applicant stated he has consulted with the Livingston County Building Department (LCBD) about the undercoating product and required ventilation. The LCBD made a recommendation the ventilation system be .75 cfm per square foot of the warehouse space. Chair Fox asked if the product has much of an odor. The Applicant stated it has a citrus scent. Chair Fox asked about the location of the ventilation system. The Applicant stated it would most likely go through the roof which will be reviewed and approved by the Building Department. Commissioner Mitchell asked if there would be a filter. The Applicant stated the Building Department did not say it was required but he is not against it.

Chair Fox asked Director Langer to give an overview of the permitting process once the Special Use Permit is reviewed and approved by both the Planning Commission and the Township Board. Director Langer stated they would then apply for a Land Use Permit reviewed administratively for the new business and any interior changes. Once that is issued, they would go to the LCBD for Building/Mechanical/Electrical/Plumbing permitting. The Building Department and the Fire Authority would be the two entities involved in approval of a ventilation system.

2. Outdoor Storage.

Chair Fox asked about outdoor storage. The Applicant stated this is by appointment only and there would not be any outdoor storage. No products would be stored outside.

3. Grades.

The proposed business is located within an existing building in the Hartland Commerce Center and site changes such as grading are not proposed.

4. Vehicle Sales and Storage.

The Applicant stated there may be a drop box with early bird drop off.

5. Groundwater Protection.

Chair Fox asked about the Pollution Incidence Protection Plan (PIPP). The Applicant stated he has been in discussion with the Fire Department and will provide one.

SITE PLAN REVIEW – Applicable Site Standards

Chair Fox stated there are no changes proposed to the site, so a full Site Plan Review is not required. Director Langer stated they provided parking requirements and there is more than sufficient parking for this use.

Commissioner LaRose wanted to ensure Genesee County be included in the subject to other agency's approvals requirement as they handle commercial sewer. The Applicant stated he has already filed the required form with their office.

Chair Fox asked if this is a new product/process. The Applicant stated it is rather new. He was looking to get undercoating on his new vehicle and learned about this product. Chair Fox asked how long the process takes. The Applicant stated it takes approximately one hour. Chair Fox asked if it is purchased in a large container. The Applicant stated it is sold in five (5) gallon buckets and applied with a pump style gun. Chair Fox asked if it drips onto the floor. The Applicant stated it does not; once it is applied it sticks. He has no concerns for floor cleanup. Chair Fox asked what the other companies do for waste cleanup. The Applicant stated he will do whatever is required to properly dispose of waste. Other companies use sawdust and dispose of it in the trash.

Commissioner Voight stated he watched the YouTube video for this product and the technician did not wear a mask, he sometimes wore goggles when doing close work. The only mist that he saw was when he was working under the vehicle. It seemed more like a spray paint. He is comfortable with it. The Applicant stated there are a variety of nozzles and implements available to access all parts of a vehicle.

Chair Fox asked Director Langer to show the allowed uses and special uses in LI Light Industrial shown in the zoning ordinance.

The Planning Commission discussed Light Industrial uses.

Commissioner Voight stated regarding the harmonious nature of this use, this complex has many different uses and one is a car repair, this use is listed as a use with a special use permit. Chair Fox agreed it belongs in this category. The uses listed are quite varied. Chair Fox stated the ventilation is really a Livingston County issue; their standards will need to be met. To his recollection, the Township has never required a pollution liability coverage policy and there are oil change businesses operating in the Township.

Commissioner LaRose clarified the status of the PIP, that, according to the Applicant, has not yet been provided. The Applicant stated he was unsure; he filled out a lot a paperwork. Chair Fox agreed the language for finding #5 should be changed to “will provide”.

Commissioner Voight offered the following Motion:

Move to recommend approval of Site Plan with Special Land Use Application #20-009, a request to establish an undercoating business as a special land use, at 10055 Bergin Road, in Hartland Commerce Center. The recommendation for approval is based on the following findings:

- 1. The proposed special land use, undercoating, meets the intent and purposes of the Ordinance as well as the specific Special Use standards outlined in Section 6.6 (Special Uses) and Section 4.59 (Automobile Repair-Major), as undercoating is permitted as a special land use in the LI-Light Industrial zoning district.**
- 2. The proposed use is compatible with the existing and future land uses in the vicinity and is consistent with the plans previously approved by the Township for Hartland Commerce Center.**
- 3. The proposed use is compatible with the Hartland Township Comprehensive Plan, which designates this area as Planned Industrial Research and Development (PIRD). The intent of this designation is to accommodate light industrial land uses which are similar in nature to those currently permitted in LI Light Industrial zoning.**
- 4. The proposed undercoating business is located in an established development, the Hartland Commerce Center, which is currently served by public sewer and private well. The proposed use will be adequately served by existing essential facilities and public services, and the Fire Department has no objection.**
- 5. The proposed use will not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, persons, or the public welfare. The undercoating process takes place in a fully enclosed building, and the applicant will provide a Pollution Incident Prevention Plan (PIPP) to the Fire Department.**
- 6. The proposed use will not create additional requirements at public cost for public facilities as the commerce center, where the proposed business is located, is currently served by public sewer and private well.**

Approval is subject to the following conditions:

- 1. The proposed Special Land Use, undercoating, is subject to approval by the Township Board.**
- 2. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandum, dated September 3, 2020. Revised plans if necessary, shall be subject to an administrative review by the Planning staff prior to the issuance of a land use permit.**
- 3. A land use permit is required for the proposed special land use.**
- 4. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (HRC), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.**

Commissioner Mitchell seconded. Motion passed unanimously.

7. Old and New Business:

None

8. Call to the Public:

None

9. Planner Report:

Director Langer reported the following:

The Township Code Enforcement Officer has retired, and we are seeking applicants.

10. Committee Reports:

None

[Brief Recess] 7:51 PM

11. Work Session:

Call to Order

Chair Fox reconvened the meeting at 8:00 PM

Roll Call

Present – Commissioners Fox, Grissim, LaRose, Mitchell, Voight

Absent – Commissioners Colaianne, Murphy

Call to the Public

None

a. Future Land Use Amendments – Hartland Glen Golf Course

Planning Director Langer gave a brief overview of the Future Land Use Map designation for the Hartland Glen Golf Course property and the proposed Redwood development. There was a brief discussion on the density and how the current Redwood development does not comply with the current density requirements of the PD (Planned Development) regulations.

Director Langer outlined options for the Planning Commission to consider if the Planning Commission desired to make an amendment to the Future Land Use Map designation for the Hartland Glen property.

The Planning Commission discussed the existing sanitary sewer availability and the potential of municipal water being made available to this site.

The Planning Commission also discussed the existing site characteristics and the wetlands and natural features that exist on the property. Additional discussion focused on more dense

development at the northern portion of the site and less dense development to the south, where the property abuts more rural areas. The Planning Commission also discussed keeping the density and development compatible with the surrounding areas.

The Planning Commission agreed to initiate an amendment for the future land use map amendments and comprehensive development plan updates and changes, as discussed.

12. Adjournment:

A Motion to adjourn was made by Commissioner LaRose and seconded by Commissioner Grissim. Motion carried unanimously. The meeting was adjourned at approximately 8:40 PM.

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: SP #20-003 Preliminary and Final Site Condominium Application for Rural King Condominium Request

Date: October 1, 2020

Recommended Action

Recommended motion for Site Plan Application #20-003 (Approval of Preliminary and Final Site Condominium Application for Rural King)

Move to recommend approval of the Preliminary and Final Site Condominium Application #20-003, a request to permit two (2) commercial units in the existing building currently addressed as 10400 Highland Road, as part of the Hartland Marketplace Planned Development. Approval is subject to the following conditions:

1. The proposed site condominium request is subject to the approval of the Township Board.
2. The condominium documents shall comply with the requirements of the Township Attorney.
3. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: Rural King

Site Description

The subject site, addressed as 10400 Highland Road, is located east of Blaine Road and south of Highland Road in Section 28 of Hartland Township (Tax ID #4708-28-200-025). The approximate 26.9-acre site is zoned PD-Planned Development.

Background Information

The site is part of the Hartland Marketplace shopping center, which was approved as a Planned Development (PD) in 2007 under Site Plan #424. The original project included the subject parcel, which was originally occupied by Walmart, and the parcel to the east which includes two multi-tenant retail buildings, a vacant retail building, and several vacant outlots (Tax ID #4708-28-3200-024).

The Walmart building was constructed in 2009 under Land Use Permit #7899. Walmart occupied the building until 2016. The Walmart property was acquired by ABG Bedford, LLC in 2016 (Rural King). Rural King submitted a site plan application (SP #543) in 2016, with a request to amend the previously approved site plan to remodel the interior of the building as well as add outdoor display areas. Rural King intended to divide the interior space into two (2) tenant spaces, and occupy the west portion of the building, approximately 189,055 square feet. The east side of the building, approximately 75,000 square feet, was for a future tenant. SP #543 was approved by the Planning Commission on November 17, 2016.

In 2016, under Land Use Permit #9293, an interior demising wall was constructed to create two (2) tenant spaces.

In January 2017 Rural King was approved to construct the outdoor display areas and occupy the building under Land Use Permit #17-006.

In 2018 Rural King was approved to modify the interior demising wall at the rear of the building, under Land Use Permit #18-068. The intent was to provide Noble Appliance additional floor space to provide access to their loading dock.

Noble Appliance was approved for an interior remodel of their tenant space (east side of the building) under Land Use Permit #18-076. Noble Appliance was also reviewed under Zoning Compliance Certificate application #18-003, as a new business to occupy the east side of the building. In January 2020 Noble Appliance requested to modify their floor plan that was previously approved under Land Use Permit #18-076. The revised floor plan was approved under Land Use Permit #20-010 on September 22, 2020.

Request

The applicant has submitted an application requesting to establish two (2) condominium units within the existing building currently addressed as 10400 Highland Road. The building is already divided into two adjoining units, separated by one demising wall. The intention is to keep the existing tenant spaces as they are currently configured and transition the two tenant spaces into two condominium units. Each condominium unit is intended for separate ownership and use.

The proposed plan identifies the location of the units, unit area, general common element, and limited common element (Condominium Subdivision Plan (Exhibit B)). The applicant has submitted the draft Master Deed and exhibits as part of the application.

Approval Procedure

Condominium Development Standards are outlined in Section 6.3 of the Township's Zoning Ordinance. Condominium plans require a two-step process: Preliminary Approval and Final Approval.

Preliminary Approval

In a typical scenario, a full site plan and impact assessment are submitted for Preliminary Approval. The Planning Commission would review the site plan following the procedures of Section 6.1 (Site Plan Review). Upon review of the site plan application and condominium plan, the Planning Commission makes a recommendation to the Township Board to approve, approve with conditions or deny.

In this application, the site plan was previously approved. There is no site plan that is part of this condominium request.

Final Approval

If Preliminary Approval is granted by the Township Board, an application for Final Approval must be submitted within one (1) year after the date of Preliminary Approval by the Township Board, or such Preliminary Approval shall be deemed null and void. The applicant shall submit the final condominium site plan and accompanying documentation, including a copy of the proposed Master Deed and all information required by the Condominium Act.

The Planning Commission reviews the site plan and documents to determine if the final plan is consistent with the preliminary site plan and fully complies with the Township and State of Michigan condominium

development requirements. The Planning Commission makes a recommendation to the Township Board to approve or deny the request for final approval of the condominium plan.

After receipt of a recommendation from the Planning Commission, the Township Board reviews the final site plan and related documents and approve, approve with conditions or deny the request for final approval.

In this case, the subject site is already developed and review of the site plan for compliance with Section 6.1 is not required. The applicant has provided the required condominium documents for the Final Approval request.

Given that the site plan does not need a review for compliance and documents for the site condominium application have been submitted, the suggested approval procedure for this request is to have the Planning Commission make recommendations to the Township Board to approve, approve with conditions, or deny for both Preliminary Approval and Final Approval.

The Township Attorney has reviewed the condominium documents and the applicant addressed their comments in the attached documents.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Attachments

1. 10400 Highland Road Condominiums Filing – PDF version provided
2. Confidential – Third Review of Condominium Documents – PDF version provided

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2020 Planning Commission Activity\Site Plan Applications\SP #20-003 Rural King Condo Plan\Staff reports\SP #20-003 staff report 10.01.2020.docx

10400 HIGHLAND ROAD CONDOMINIUMS

Master Deed and Exhibits



 MERITAS LAW FIRMS WORLDWIDE

300 RIVER PLACE, SUITE 3000
DETROIT, MICHIGAN 48207-4225

1900 W. BIG BEAVER ROAD, SUITE 203
TROY, MICHIGAN 48084

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MASTER DEED

10400 HIGHLAND ROAD CONDOMINIUMS

This Master Deed is made and executed on this _____ day of _____, 2020, by AJM, LLC, an Illinois limited liability company, GWM REAL ESTATE, LLC, an Illinois limited liability company, and BDS HOLDINGS, LLC, an Illinois limited liability company, hereinafter referred to as “Developer,” whose post office address is 4216 Dewitt Avenue, Mattoon, Illinois 61938, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the “Act.”

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B, both of which are incorporated herein by reference and made a part hereof, 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 Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish 10400 Highland Road Condominiums as a Condominium Project under the Act and does declare that 10400 Highland Road Condominiums, hereinafter referred to as the “Condominium,” “Project” or the “Condominium Project,” shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A, B and C hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as 10400 Highland Road Condominiums, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project will initially consist of a single building which is divided into two (2) adjoining units separated

by one dividing wall, each unit is intended for separate ownership and use and shall be known as a "Condominium Unit" or "Unit." Each Condominium Unit shall consist solely of the land included within the perimeter of the site and such portion of real property adjacent to each Condominium Unit as delineated on the Condominium Subdivision Plan. Each Co-owner shall hold title to its Unit and to any building and other improvements constructed upon the Unit. The engineering plans for the Project were approved by the Livingston County Building Department. The architectural plans for all buildings and other improvements to be constructed within the Project must be approved by the Township of Hartland ("Township"), and thereafter will be filed with said Township. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for commercial development and use and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated, described and limited pursuant to this Master Deed.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows: A parcel of land located in the Township of Hartland, County of Livingston and State of Michigan, more particularly described as follows:

Commencing at the North 1/4 corner of Section 28, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence South 00 degrees 38 minutes 57 seconds West 31.57 feet along the North-South 1/4 line of said Section 28 to a Property Controlling corner; thence South 04 degrees 49 minutes 58 seconds East 519.07 feet along the North-South 1/4 line of Section 28 per affidavit by John C. Miller, recorded in Liber 395, page 144, Livingston County Records for a place of beginning; thence the following (3) courses along the Southerly right-of-way line of Blaine Road (70 feet wide): 107.95 feet along the arc of a 1110.92 foot radius non-tangential circular curve to the right, with a central angle of 05 degrees 34 minutes 03 seconds, having a chord which bears North 34 degrees 22 minutes 08 seconds East 107.91 feet, North 37 degrees 09 minutes 10 seconds East 306.02 feet and 69.57 feet along the arc of a 416.97 foot radius circular curve to the left, with a central angle of 09 degrees 33 minutes 33 seconds, having a chord which bears North 32 degree 22 minute 22 seconds East 69.49 feet; thence South 81 degrees 02 minutes 19 seconds East 213.29 feet; thence 40.13 feet along the arc of a 257.22 foot radius non-tangential circular curve to the right, with a central angle of 08 degrees 56 minutes 21 seconds, having a chord which bears North 25 degrees 59 minutes 59 seconds East 40.09 feet; thence North 30 degrees 10 minutes 23 seconds East 131.40 feet; thence 125.54 feet along the arc of a 196.34 foot radius circular curve to the left, with a central angle of 36 degrees 38 minutes 08 seconds having a chord which bears

North 12 degrees 01 minute 34 seconds East 123.41; thence North 06 degrees 18 minutes 25 seconds West 76.35 feet; thence North 84 degrees 26 minutes 03 seconds East 60.00 feet along the South right-of-way line of M-59 (variable width) and the North line of "Glen Meadows No. 1" as recorded in Liber 9 of Plats, pages 35 and 36; thence South 06 degrees 20 minutes 39 seconds East 255.99 feet along the East line of said "Glen Meadows No. 1"; thence North 84 degrees 26 minutes 03 seconds East 75.16 feet; thence South 04 degrees 59 minutes 38 seconds East 553.83 feet; thence South 85 degrees 00 minutes 22 seconds West 13.62 feet; thence South 04 degrees 59 minutes 38 seconds East 680.38 feet; thence South 58 degrees 46 minutes 30 seconds West 35.77 feet; thence South 06 degrees 20 minutes 39 seconds East 89.45 feet along the East line of said "Glen Meadows No. 1"; thence South 83 degrees 38 minutes 09 seconds West 1034.25 feet along the South line of said "Glen Meadows No. 1" and its Westerly extension thereof; thence North 04 degrees 10 minutes 52 seconds East 489.90 feet along the Easterly right-of-way line of said Blain Road; thence continuing along the Easterly right-of-way line of said Blaine Road 531.36 feet along the arc of a 1110.92 feet circular curve to the right, with a central angle of 27 degrees 24 minutes 15 seconds, having a chord which bears North 17 degrees 52 minutes 59 seconds East 526.30 feet to the place of beginning, being Lots 6 through 11, both inclusive, part of Lot 12, and Lots 13 through 59, both inclusive, of GLEN MEADOWS NO. 1, according to the plat thereof as recorded in Liber 9 of Plats, pages 35 and 36, Livingston County Records, and part of the North 1/2 of Section 28 and the Southeast 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

ALSO SUBJECT TO THE FOLLOWING SPECIFIC EXCEPTIONS:

1. Terms and Conditions contained in Highway Easement Release as disclosed by instrument recorded in Liber 187, page 251.
2. Joint Overhead and Underground Easement in favor of The Detroit Edison Company and Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 666, page 560.
3. Easement in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1016, page 706.
4. Oil and Gas Lease in favor of Riverland Leasing Inc., as disclosed by instrument recorded in Liber 1079, page 639. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
5. Agreement For and Release of Easement and Right-of-Way for Public Utilities in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1174, page 255, Liber 1194, page 967, and in Liber 1199, page 630.

6. Oil and Gas Lease in favor of Stanley Energy, Inc., as disclosed by instrument recorded in Liber 1283, page 245. Ratification recorded in Liber 1287, page 78. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
7. Oil and Gas Lease in favor of Stanley Energy, Inc., as disclosed by instrument recorded in Liber 1283, page 247. Ratification recorded in Liber 1287, page 79. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
8. Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1837, page 834.
9. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 2682, page 535.
10. Agreement and Release of Permanent Easement for Public Utilities in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3218, page 266, Liber 3218, page 271, and in Liber 3218, page 441.
11. Easement in favor of the Township of Hartland and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3218, page 351.
12. Terms, covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as disclosed by Quit Claim Deed recorded in Liber 3949, page 942.
13. Terms and Conditions contained in Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2007R-036785, First Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-000932, Second Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-021399, Third Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2009R-002057, and in Fourth Amendment to Hartland Marketplace Planned Development Agreement as disclosed by instrument recorded in Instrument No. 2009R-004020.
14. Terms and Conditions contained in Agreement to Relinquish Utility Easements in Glen Meadows No. 1 Subdivision Plat, Hartland Township, Livingston County as disclosed by instrument recorded in Instrument No. 2008R-006578.
15. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006586 and Amendment to Easements as disclosed by instrument recorded in Instrument No. 2009R-002095.

16. Terms and Conditions contained in Access Easement Agreement (Ring Road) as disclosed by instrument recorded in Instrument No. 2008R-006587 and Amendment to Easements as disclosed by instrument recorded in Instrument No. 2009R-002095.
17. Terms and Conditions contained in Ingress/Egress Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006588.
18. Terms and Conditions contained in Access Easement Agreement (Ring Road) as disclosed by instrument recorded in Instrument No. 2008R-006589.
19. Terms and Conditions contained in Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006590, and in Assignment of Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-014062.
20. Terms and Conditions contained in Drainage and Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006592.
21. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-006594, Amended and Restated Easement Agreement as disclosed by instrument recorded in Instrument No. 2008R-031067, and in Amendment to The Amended and Restated Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-015045.
22. Terms and Conditions contained in Memorandum of Development Agreement as disclosed by instrument recorded in Instrument No. 2008R-006595.
23. Terms and Conditions contained in Easements with Covenants and Restrictions Affecting Land as disclosed by instrument recorded in Instrument No. 2008R-006596 and in Notice Statement as disclosed by instrument recorded in Instrument No. 2016R-003265.
24. Detroit Edison Overhead Easement Right of Way in favor of The Detroit Edison Company, Michigan Bell Telephone Company, d/b/a AT&T Michigan formerly d/b/a SBC Michigan, and Hartland Consolidated School District and the Covenants, Conditions and Restrictions contained in instrument recorded in Instrument No. 2008R-022553.
25. Terms and Conditions contained in Special Assessment Contract as disclosed by instrument recorded in Instrument No. 2008R-033855.
26. Terms and Conditions contained in Temporary Construction Easement Agreement as disclosed by instrument recorded in Instrument No. 2009R-005364.
27. Terms, covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as disclosed by Warranty Deed recorded in Instrument No. 2016R-020649.
28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the

Poultry and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.

Commonly known as: 10400 Highland Road, Hartland, Michigan 48353

Tax ID Nos.: 4708-28-200-025

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the 10400 Highland Road Condominiums Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in 10400 Highland Road Condominiums as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. “Association” means the 10400 Highland Road Condominiums Association, which is the non-profit corporation organized under Michigan law of which the Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. “Bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to 10400 Highland Road Condominiums as described above.

Section 7. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means 10400 Highland Road Condominiums as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit B hereto.

Section 9. Board of Directors. “Board of Directors” shall mean the Board of Directors of the Association as elected pursuant to the Bylaws.

Section 10. Co-Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.” In the event that a Unit is owned by two (2) or more persons or entities, the “Co-owner” of such Unit shall mean all such persons, firms, corporations, partnerships, associations, trusts or other legal entities or any combination thereof who or which own such Unit in the Condominium Project. In the event a Co-owner chooses to divide its Unit (the “Parent Unit”) into two Units, the owner(s) of the resulting Unit (the “Additional Unit”) and the Parent Unit shall be deemed one Co-owner. There shall at all times, for purposes of this Master Deed and the Bylaws, only be two (2) Co-owners, irrespective of the number of Units or number of owners of a Unit.

Section 11. Developer. “Developer” means AJM, LLC, an Illinois limited liability company, GWM REAL ESTATE, LLC, an Illinois limited liability company, and BDS HOLDINGS, LLC, an Illinois limited liability company, which have made and executed this Master Deed, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Transitional Control Date. “Transitional Control Date” means the date on which the Developer sells a Unit.

Section 14. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean the enclosed space constituting a single Unit in 10400 Highland Road Condominiums, as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall, unless otherwise expressly provided in the Condominium Documents, be owned in their entirety by the Co-owner of the Unit within which they are located and shall not constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Project, as may be modified from time to time pursuant to the provisions of this Master Deed and the Bylaws attached hereto as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements shall consist solely of the following:

(a) Land. The land described in Article II hereof (excluding, however, that portion thereof described in Exhibit B hereto as constituting the Condominium Units), including riparian and littoral rights, if any, attributable to such land.

(b) Beneficial Easements. Beneficial easements, if any, which may exist from time to time lying outside the Condominium Project and which provide utilities or other services required by the Project (but excluding any improvements located therein which are the responsibility of the Co-owners to construct and maintain hereunder).

(c) Parking Lot Lighting. The parking lot lights shall be illuminated from dusk to dawn every day of the week, unless both Units are vacant in which case the lights shall not be required to be illuminated, unless required by law. The Owner of Unit 1 is hereby granted an access right across Unit 2 for the sole purpose of accessing the parking lot lighting controls. Unit 1 Owner agrees that any operation of the lighting controls will be conducted by a qualified lighting technician. The Owner of Unit 1 shall provide 48 hours advance notice to the Owner of Unit 2 of its intention to exercise such access right by delivering written notice to the point of contact of the Owner of Unit 2, as may be designated from time to time.

(d) Other. Those elements of the Project 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 Project, if any; expressly excluding, however, any and all Limited Common Elements.

Section 2. Limited Common Elements. The Limited Common Elements shall consist solely of the following:

(a) Those portions of the fire suppression system as may be located within each Unit from time to time;

(b) Those portions of the alarm and security system as may be located within each Unit from time to time.

(c) The common party wall as depicted on the Site Plan attached hereto as Exhibit C and any common adjoining infrastructure that has been constructed along the common boundary wall between Unit 1 and Unit 2.

(d) The exterior entrance areas to each Unit.

(e) Any equipment located on the roof or on an exterior wall of a Unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units and Other Areas. The responsibility for and the costs of construction, repair, maintenance, decoration replacement of the building, appurtenances, Limited Common Elements. other improvements located within each Unit and all landscaping, irrigation, and the salting, maintenance, of sidewalks and curbs on the perimeter of each Unit, as needed, wherever located, shall be borne by the Owner of such Unit. Further, no Co-owner shall construct, attach or otherwise install any improvements to any Common Element, whether or not appurtenant to such Co-owner's Unit, or modify any Common Element, without both Co-owner's prior written approval; and, in this regard, the Co-owner shall, in all events, be responsible to pay any increase in the costs of maintenance, repair, or replacement for which the Association is responsible that results from any such improvements or modifications, and such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units. Likewise, the responsibility for and the costs of improving and maintaining of the surface of the area immediately adjacent to the Building adjacent to the edge of the parking surface, including, without limitation, all landscaping, irrigation, and the plowing and salting of any approach, driveway, and sidewalks, shall be borne by the Co-Owner of the Unit to which such right of way is adjacent.

(ii) Utility Services and Access. As provided in Article I above, each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner must contract for and connect to, at its sole cost and expense, any utilities that such Co-owner requires in connection with the development of its Unit including, without limitation, electrical, natural gas, water, sanitary sewer, storm sewer leads, connections and other improvements, and any telecommunications, and no such improvements shall be deemed Common Elements hereunder in any event. Likewise, all costs of electricity, natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

(b) Association Responsibilities. The Association shall be responsible to maintain, repair and replace all the General Common Elements, and the costs of the same

shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any construction, maintenance, repair or replacement with respect to buildings and their appurtenances located within the Units, any Limited Common Elements, any adjoining right of ways, utilities within any Units, drives or other paved areas within the Units, any off-site improvements, landscaping within the Units and, except as otherwise expressly provided in the Condominium Documents, all structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not constitute Common Elements hereunder. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to buildings and/or other improvements constructed within any Unit boundaries (and/or any off-site improvements) as it may deem necessary to maintain reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Nothing herein contained however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. Co-owners, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) If an Owner's negligence shall cause damage to or destruction of the Common Elements, the negligent Owner shall bear the entire cost of repair or reconstruction. If an Owner shall neglect or refuse to pay the Owner's share, or all of the cost in case of negligence, the other Owner may have the Common Elements repaired or restored and shall be entitled to record a claim of lien on the Unit of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost or may elect to pursue any other legal or equitable remedies available under the law of the state of Michigan.

Section 4. Utility Systems. Some or all of the utility lines, systems, including mains and service leads, and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements (if at all), or shall otherwise be the property of the Co-owners, only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, natural gas, water and sanitary sewer mains are installed and available for use by Co-owners within reasonable proximity to, or within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any buildings and structures located within the Units.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of 10400 Highland Road Condominiums as surveyed by Kem-Tec, A Group of Companies, of Eastpointe, Michigan, and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be as follows:

Unit 1	40.5%
<u>Unit 2</u>	<u>59.5%</u>
Total	100%

The percentages of value set forth above were made after reviewing the comparative characteristics of each Unit in the project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. 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, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration of the Association. However, at meetings of the Association, each Co-Owner shall have one vote. The total value of the Project is 100%.

Section 3. Disputes, claims or grievances between the Co-Owners arising out of or relating to the interpretation or the application of the Condominium Documents, any disputes, claims or grievances arising among or between the Co-owners and the Association shall be submitted to arbitration to be conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the parties thereto shall accept the arbitrators' decision as final and binding and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof, provided that no question affecting the claim of title of any person to any fee or life estate in the real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

ARTICLE VI
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

There shall be easements to, through and over those portions of the land contained within each Unit for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, including any Board of Directors acting prior to the Transitional Control Date, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the land contained within each Unit for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in this Article VI.

Section 3. Easements for Construction, Maintenance, Repair and Replacement. The Co-Owners, the Association, all public or private utility companies and any other state or local governmental authority shall have such easements as may be necessary over the Condominium Project (but excluding the interior of any buildings) to exercise any rights and fulfill any responsibilities of maintenance, repair, replacement or relocation 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. These easements include, without any implication of limitation, the right of the Association and the Co-Owners to obtain access during reasonable hours and upon reasonable notice to all Common Elements, wherever located within the Condominium Project. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of or decoration of the building and all other appurtenances and other improvements constructed or otherwise located within the Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of such buildings, appurtenances and other improvements in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, repair, replace or otherwise keep his Unit or any buildings, appurtenances or other improvements located therein (and/or any related off-site improvements), the Association, and/or the other Co-Owner, shall have the right, and all necessary easements in furtherance thereto, but not the obligation, to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace buildings and/or other improvements within the confines of the Unit or its appurtenances, all at the expense of the Co-owner of the Unit provided, that the Association, first gives the Co-owner of the offending Unit(s) at least thirty (30) days written notice of its intent to take such action, and said Owner fails to correct the offending condition within thirty (30) days after the date of such notice; further provided, that no notice shall be required in the event of emergency. Failure of the Association or the other Co-Owner to take any such action shall not be deemed a waiver of the Association's or the other Co-Owner's right to take any such action at a future time. All costs incurred by the Association or the other Co-Owner in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Utility Easements. Each Co-owner also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Co-Owners , its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

In addition, individual Co-owners shall be permitted, at any time, to grant easements for utilities over, under and across the Condominium Unit(s) that they own, and only those Units, respectively, to appropriate governmental agencies or public utility companies, and to transfer title of utilities to state, county or local governments in connection therewith, subject to Developer approval for any easements granted prior to the Transitional Control Date. Except as provided in the preceding sentence, any such easement or transfer of title may be conveyed by a Co-owner without the consent of any other Co-owner, mortgagee or other person and shall be evidenced by proper instrument(s) evidencing the same, executed by such Co-owner and duly recorded in the office of the Livingston County Register of Deeds. The Association shall be provided a copy of any such easement by the Co-owner of the affected Unit not later than the date of its recordation. Except as provided above, all of the other Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 5. Confirmation of Specific Easements by Subsequent Recordings. All easements created and reserved by and to the Developer, its successors and assigns anywhere in this Master Deed or in any other Condominium Documents may be specifically confirmed, defined, clarified or otherwise established by duly recorded instruments from time to time including, without limitation, master deeds, declarations of easements and other documents executed and recorded by Developer, its successors and assigns.

ARTICLE VII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to Master Deed) may be amended with the unanimous consent of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owners and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary. No Owner shall repair, modify, or permit any construction, reconstruction of a Unit, if such act will have any effect on the structural integrity of the building of which the Units are a part or on the other Unit, without obtain the prior written consent of the other Owner.

Section 2. Division of Units. Additional Units may be created in the Condominium in Unit 1 by the Co-Owner of Unit 1 and in Unit 2 by the Co-Owner of Unit 2, and the resulting Units may be freely conveyed, subject to the following requirements:

(a) The proposed division is approved by Hartland Township, Livingston County and the State of Michigan, as may be applicable;

(b) All General and Limited Common Elements hereunder shall retain their character as such regardless of any division, and the rights and obligations of the respective Co-owner(s) of the divided Units shall be as set forth in this Master Deed and the attached exhibits;

(c) The Percentage of Value of the resulting Units shall be determined on the basis of relative area and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and the expenses of administration of the Association. The total value of the Project shall remain at One Hundred (100%) Percent;

(d) The resultant Units shall otherwise be subject to this Master Deed and all attached exhibits, in all respects, as may be amended from time to time;

(e) The Co-Owners will in good faith amend this Master Deed to account for the creation of additional units;

(f) Each Co-Owner shall be limited to one division of their respective parcel; and

(g) With respect to each Co-Owner, there shall be no more than (2) Units resulting from such division.

Section 3. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of all first mortgagees of record allowing one vote for each mortgage held.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all the Co-owners.

ARTICLE VIII
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

DEVELOPER:

AJM, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was acknowledged before me by _____, the _____ of AJM, LLC, an Illinois limited liability company, on behalf of such company.

Print Name: _____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

GWM REAL ESTATE, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was
acknowledged before me by _____, the _____ of
GWM REAL ESTATE, LLC, an Illinois limited liability company, on behalf of such company.

Print Name: _____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

BDS HOLDINGS, LLC,
an Illinois limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COLES)

On this _____ day of _____, 2020, the foregoing Master Deed was acknowledged before me by _____, the _____ of BDS HOLDINGS, LLC, an Illinois limited liability company, on behalf of such company.

Print Name: _____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

Master Deed drafted by
and when recorded return to:

Sean A. Fraser, Esq.
ABBOTT NICHOLSON, P.C.
300 River Place, Suite 3000
Detroit, Michigan 48207-4225
(313) 566-2500

| 4824-5055-3271, v. 14843-7914-6679, v.1

10400 HIGHLAND ROAD CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

10400 Highland Road Condominiums, a Condominium Project located in the Township of Hartland, Livingston County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed recorded at liber ___ page ___ Livingston County Register of Deed ("Condominium Documents") and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, or the improvements constructed or to be constructed within the perimeters of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any 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 shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budgets. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the project operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that are the responsibility of the Association and that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements for which the Association is responsible, (3) to provide additions to the Common Elements for which the Association is responsible not exceeding \$2,500 annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements for which the Association is responsible of cost exceeding \$2,500 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of each Co-owner's respective Percentage of Value (as set forth in the Master Deed). Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in equal monthly, quarterly or annual installments, as the Association shall determine annually, 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid full. The Association may, pursuant to Article XIII, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner, whether one (1) or more persons, shall be, and remain, personally liable for the payment of all assessments including fines for late payment and costs of collection pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each Co-owner, whether one (1) or more persons, shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, or convey the Unit sold. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit he was notified of the provisions of this subparagraph and that he 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.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of at least thirty (30) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual 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 thirty (30) days after the date of mailing. Such written notice shall 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, attorneys' 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 shall be recorded in the office of the Register of Deeds in Livingston County, Michigan, prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within said thirty (30) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees, not limited to statutory fees, and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Condominium Documents to the contrary, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or

assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Section 7. [Reserved]

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall 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 shall be treated an administrative expense of the Association.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. In addition to the provisions of Article X, Section 14., Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, any disputes, claims or grievances arising among or between the Co-owners and the Association shall be submitted to arbitration to be conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the parties thereto shall accept the arbitrators' decision as final and binding and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof, provided that no question affecting the claim of title of any person to any fee or life estate in the real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. Each Co-Owner shall, in addition to the coverage required by Section 3. below, carry fire and extended coverage, vandalism and malicious mischief, flood insurance to the extent available, if applicable, all inclusive liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such other insurance as the Board of Directors of the Association deems advisable, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result or any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and such insurer as

may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear, subject always 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 shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining (or self-insure) fire and extended coverage and vandalism and malicious mischief insurance with respect to his building and all other improvements constructed or to be constructed within the perimeter of its (inclusive of any Limited Common Elements appurtenant thereto that are the responsibility of such Co-owner), and for his personal property located herein or elsewhere on the Condominium Project in accordance with the terms and conditions hereof. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or within the building or other improvements located thereon (inclusive of any Limited Common Elements appurtenant thereto that are the responsibility of such Co-owner). The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Common Elements Coverage. Upon the unanimous vote of the Directors, the Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief, flood insurance to the extent available, if applicable, all inclusive liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such other insurance as the Board of Directors of the Association deems advisable, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum

insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result or any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises (inclusive of any improvements located thereon) shall be partially or completely destroyed, it shall be reconstructed or repaired in accordance with the terms and conditions of the Master Deed (inclusive of these Bylaws) unless it is determined by a unanimous vote of all Co-owners that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

Section 2. Repair in Accordance with Plans and Specifications. Any such construction or repair shall be substantially in accordance with the Master Deed to a condition as comparable as possible to the condition existing prior to damage, unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is to a building or other improvement constructed within the perimeter of a Unit (inclusive of any Limited Common Element appurtenant thereto for which the Co-owner is responsible, and any right of way areas and improvements located therein adjacent to such Unit), it shall be the responsibility of the Co-owner to repair such damage.

(b) Damage to Buildings and Other Improvements. In the event of substantial damage to or destruction of any Unit, or any building or other improvement located thereon, or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in Section 3 above and/or in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to

property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost repair.

Section 5. Timely Reconstruction and Repair. In the event damage to the Common Elements adversely affects the ability of any Co-owner to use and enjoy his Unit for commercial purposes in the ordinary course of business or is otherwise required to be repaired or restored pursuant to applicable law, rule or governmental requirement, the Association or Co-owner responsible for the reconstruction, repair or maintenance thereof, as the case may be, shall proceed with the necessary repair or replacement of the damaged property without delay and with all due diligence, and shall complete such repair or replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit, or of all the improvements located within the perimeter thereof, by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

(d) Notification of Condemnation. In the event any Unit, or improvements located within the perimeter thereof, in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of first mortgagee lien on any of the Units in the Condominium.

Section 7. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give any Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Commercial Use. Each Unit in the Condominium shall be used solely for commercial and otherwise non-residential purposes in accordance with local zoning and use rules and regulations, and the Common Elements shall be used only for purposes consistent with the use of such commercial purposes.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease all or any part of his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease all or any part of a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents; provided, however, that business terms such as rent, rent escalators, or other terms of a confidential nature need not be disclosed.

(2) All tenants and other non- Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non- Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have thirty (30) 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.

(iii) If after thirty (30) 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 non- Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) 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 and the tenant, after receiving the notice, shall 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 shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. All construction and development of the Units shall be undertaken by and at the sole expense of the Co-owner who is responsible for these costs., The construction of any building and/or other improvements on a Unit by a Co-owner shall remain subject to said Co-owner's receipt of all necessary approvals from the Township of Hartland, Livingston County and the State of Michigan, or other governmental body, as may be applicable, and shall be constructed, operated and maintained in accordance with the terms and conditions of the Master Deed (inclusive of these Bylaws). Further, no improvement shall require a change in any of the grades in the Project as initially approved by the Township and Livingston County, Michigan, without the other Owner's express written consent. The purpose of this section is to assure the continued maintenance of the Condominium as a first class commercial development, and shall be binding upon both the Association and upon all Co-owners.

Section 4. Changes in Common Elements. No Co-owner shall make changes in any of the Common Elements, Limited or General, without the express written approval of the Association.

Section 5. Activities. No improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No Co-owner shall do or permit

anything to be done or keep or permit to be kept on his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. In addition, no Unit may be developed or used for any purpose inconsistent with local zoning ordinances and other applicable law.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association, except for such short periods of time as may be reasonably necessary in connection with the construction, maintenance and ongoing repair and upkeep of the same. Each Co-owner shall locate and maintain at all times, upon its Unit, proper trash receptacles in accordance with applicable zoning and other law. In general, no activity shall be carried on nor condition maintained by a Co-owner in his building, elsewhere on his Unit or upon the Common Elements which is detrimental to the appearance of the Condominium.

Section 7. Advertising. Each Co-owner shall be permitted to locate such signs or other advertising devices on or about its Unit, or upon any improvements located on its Unit, as may be permitted pursuant to applicable zoning and other law.

Section 8. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors, or its successors, prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 9. Right of Access of Association. The Association or its duly authorized agents shall have access upon each Unit from time to time (but not inside any building), during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements for which it is responsible, and shall also have access, at all times and without notice, as may be necessary to make emergency repairs to prevent damage to such Common Elements or to the improvements thereon.

Section 10. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any Common Elements or elsewhere on its Unit except in accordance with the lawful requirements of the Township, Livingston County, Michigan, or other governmental body, as may be applicable, and each Co-owner shall maintain all such landscaping in accordance with good industry practices consistent with the character of the Condominium as a first class commercial development.

Section 11. Use of Common Elements. None of the Common Elements (as defined in the Master Deed), shall be obstructed or used for purposes other than for which they are reasonably and obviously intended.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Unit and the Limited Common Elements appurtenant thereto, and buildings and other improvements located

thereon, and any adjoining right of ways and improvements located therein, in a safe, clean and sanitary condition, free and clear of snow, ice, trash and other debris at all times. Each Co-owner shall also use due care to avoid damaging any of the Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his agents, employees or invitees, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Association.

(a) Prior Approval by Association. Except as otherwise expressly provided herein or in any of the other Condominium Documents, no Association or Owner approval shall be required for the construction of any building or other improvements by the Co-owners of the Condominium Units; provided, however, each Co-owner shall, prior to commencement of construction, provide the Association and the Owners a full and complete copy of (i) the plans and specifications for its proposed building and related improvements and (ii) all permits and other required governmental consents.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a premiere commercial development 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 in a manner consistent with the maintenance of such high standards then, the Owners or an Owner, 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.

ARTICLE VII
MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." 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. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall 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 of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the Common Elements, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest, (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association, (g) any assessment or other charge payable under the Condominium Documents by the Co-owner of a Unit in which they have an interest which is delinquent for more than sixty (60) days, or (h) any proposed action which, under the Condominium Documents, requires the consent of a specified percentage of Mortgagees

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. The Co-Owners shall have the right to vote upon, among other items, the following: (a) Termination of the Condominium; (b) A change in the method or formula used to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage; (c) A reallocation of responsibility for maintenance, repair, replacement or declaration for a Unit or the Common Elements from the Association to the Unit subject to the Mortgagee's mortgage; and (d) Elimination of a requirement for the Association to maintain insurance on the condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage. In the event a Co-owner chooses to divide its Condominium Unit (the "Parent Unit") into two Units, the resulting Unit (the "Additional Unit") shall not be entitled to any additional votes, but rather, the vote allocated to the Parent Unit pursuant to this Section 1 may be allocated between the Parent Unit and the Additional Unit as the respective owners agree. There shall at all times for purposes of these Bylaws only be two (2) Co-owners entitled to vote, irrespective of the number of Units or number of owners of a Unit.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall be provided by the Association and shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and

dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. No Quorum. The presence all Owners shall be required for purposes of holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Unanimity. Except as otherwise set forth herein or in the Master Deed, the unanimous vote or consent of the Owners shall be required on any matter properly coming before the Owners for action.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents, as defined in the Master Deed, or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting may be convened by the Owners and may be called at any time after the Developer sells a Units. The date, time and place of such meeting shall be set by the Owners, and at least ten (10) days written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of the Association shall be held on the first Monday of November each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than six (6) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by at least one Co-owner presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall 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 purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, 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 by Article VIII, Section 3 of these Bylaws shall be deemed notice served. 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, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, 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.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members, except for the election or removal of Directors, may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall 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; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. Subject to Section 2 below, the Board of Directors shall be comprised of two (2) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation. Said Director shall hold office until his/her successor is elected and qualified.

Section 2. Election of Directors. Each Co-Owner shall have the right to appoint one Director.

Section 3. Powers and Duties. The Board of Directors shall have the 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 required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following, as may be applicable:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property, including any Unit in the Condominium and easements, rights-of-way and licenses, on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

(i) To establish such 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 any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Vacancies. Vacancies in the Board of Directors will be filled by the Owner who appointed the Director vacating his seat. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal. Any Owner may at any time remove and replace the Director selected by it at any time or from time to time in its sole discretion.

Section 7. First Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all Board members are present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any Director.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Adjournment. At all meetings of the Board of Directors, all Directors must be present to conduct business.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of the Association.

Section 14. Arbitration. If the Directors fail to unanimously agree on any matter requiring the vote or consent of the Directors, the Directors shall submit the matter to arbitration conducted by a panel of three arbitrators, one each appointed by a Co-Owner; the third appointed by the two Co-Owner appointed arbitrators and the decision of the arbitrators shall be binding on the Directors and the Association and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction thereof.

ARTICLE XI OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Secretary may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all 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 from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(c) Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. In addition, the Treasurer shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Treasurer is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Treasurer shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such

meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII SEAL

The Association may have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereof the name of the Association, the words “corporate seal,” and “Michigan.”

ARTICLE XIII FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall 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. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association’s fiscal year upon written request. The costs of any such audit and any accounting expenses shall be expenses of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by an agency of the United States Government and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is 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 his duties; 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 shall apply only if the Board of Directors (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 shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors may, at its option, carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by one of the Directors of the Association or may be proposed by one or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the unanimous vote of the Co-owners at any regular annual meeting or a special meeting called for such purpose. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of all of first mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County, Michigan, Register of Deeds.

Section 5. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that 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 Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII
DEFINITIONS

All terms used herein shall 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 Act.

ARTICLE XIII
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief, as may be applicable:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, not limited to statutory fees, as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also 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 upon any Unit, where reasonably necessary, and summarily 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 shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$100 for the second violation, \$200 for the third violation or \$300 for any subsequent violation.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. 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 shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall 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 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, are assigned by it to the Association upon the Developer's sale of a Unit.

ARTICLE XX
SEVERABILITY

In the event that 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 shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT B

LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN No. _____
 EXHIBIT "B" TO MASTER DEED OF:

10400 HIGHLAND ROAD CONDOMINIUMS
 TOWNSHIP OF HARTLAND, LIVINGSTON COUNTY, MICHIGAN

ATTENTION: LIVINGSTON COUNTY REGISTER OF DEEDS THE
 CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
 ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER
 HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE
 PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN
 THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DEVELOPER
 HARTLAND ABG LLC
 4216 DEWITT AVENUE
 MATTSON, ILLINOIS 61938

- SHEET INDEX**
1. COVER SHEET
 2. SURVEY PLAN
 3. EASEMENT PLAN
 4. SITE PLAN
 5. SITE PLAN DETAIL
 6. UTILITY PLAN

SURVEYOR/ENGINEER
 KEM-TEC & ASSOCIATES
 22556 GRATIOT AVENUE
 EASTPOINTE, MICHIGAN 48021

PROPERTY DESCRIPTION

LAND SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:
 AS STATED IN EXHIBIT "G" OF HARTLAND MARKETPLACE PLANNED DEVELOPMENT AGREEMENT BETWEEN HARTLAND TOWNSHIP AND HARTLAND 23 RETAIL DEVELOPMENT COMPANY, LLC RECORDED IN INSTRUMENT NO. 2007R-006755.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28, TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE SOUTH 00 DEG. 38' 57" WEST 31.57 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 28 TO A PROPERTY CONTROLLING CORNER; THENCE SOUTH 04 DEG. 49' 58" EAST 519.07 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 28 PER AFFIDAVIT BY JOHN C. MILLER, RECORDED IN LIBER 295, PAGE 144, LIVINGSTON COUNTY RECORDS FOR A PLACE OF BEGINNING; THENCE THE FOLLOWING (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BLAINE ROAD (70 FEET WIDE); 107.95 FEET ALONG THE ARC OF A 1110.92 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 05 DEG. 34' 03"; HAVING A CHORD WHICH BEARS NORTH 34 DEG. 22' 08" EAST 107.91 FEET; NORTH 37 DEG. 09' 10" EAST 306.02 FEET AND 69.57 FEET ALONG THE ARC OF A 416.97 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 09 DEG. 33' 33"; HAVING A CHORD WHICH BEARS NORTH 32 DEG. 22' 22" EAST 69.49 FEET; THENCE SOUTH 81 DEG. 02' 19" EAST 213.29 FEET; THENCE 40.13 FEET ALONG THE ARC OF A 257.22 FOOT RADIUS NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 08 DEG. 58' 21"; HAVING A CHORD WHICH BEARS NORTH 25 DEG. 59' 59" EAST 40.09 FEET; THENCE NORTH 30 DEG. 10' 23" EAST 131.40 FEET; THENCE 125.54 FEET ALONG THE ARC OF A 196.34 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 36 DEG. 38' 08"; HAVING A CHORD WHICH BEARS NORTH 12 DEG. 01' 34" EAST 123.41 FEET; THENCE NORTH 06 DEG. 18' 25" WEST 76.35 FEET; THENCE IN LIBER 9 OF PLATS, PAGES 35-36; THENCE SOUTH 06 DEG. 20' 39" EAST 255.99 FEET ALONG THE EAST LINE OF SAID GLEN MEADOWS NO. 1; THENCE NORTH 84 DEG. 03' EAST 73.16 FEET; THENCE SOUTH 04 DEG. 59' 38" EAST 553.83 FEET; THENCE SOUTH 85 DEG. 00' 22" WEST 13.82 FEET; THENCE SOUTH 04 DEG. 59' 38" EAST 680.38 FEET; THENCE SOUTH 58 DEG. 46' 30" WEST 35.77 FEET; THENCE SOUTH 06 DEG. 20' 39" EAST 89.46 FEET ALONG THE EAST LINE OF SAID GLEN MEADOWS NO. 1; THENCE SOUTH 83 DEG. 38' 09" WEST 1034.28 FEET ALONG THE SOUTH LINE OF SAID GLEN MEADOWS NO. 1 AND ITS WESTERN EXTENSION; THENCE SOUTH 06 DEG. 20' 39" EAST 1489.90 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF BLAINE ROAD; THENCE SOUTH 06 DEG. 20' 39" EAST 150.00 FEET ALONG THE EAST LINE OF SAID BLAINE ROAD; THENCE SOUTH 06 DEG. 20' 39" EAST 255.99 FEET TO THE PLACE OF BEGINNING, BEING PART OF THE NORTH 1/2 OF SECTION 28 AND THE SOUTHEAST 1/4 OF SECTION 21, TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS GRANTED IN INGRESS/EGRESS EASEMENT AGREEMENT DATED FEBRUARY 20, 2008 BY AND AMONG FITZPATRICK PROPERTIES, LLC, HARTLAND AND 23 RETAIL DEVELOPMENT COMPANY PARCEL 1, LLC, HARTLAND 23 RETAIL DEVELOPMENT COMPANY PARCEL 1, LLC AND WAL-MART REAL ESTATE BUSINESS TRUST AS RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008R-065888.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS OVER, THROUGH AND AROUND WAL-MART TRACT AND THE DEVELOPER TRACT AS GRANTED IN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND DATED FEBRUARY 20, 2008 BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST, HARTLAND AND RETAIL DEVELOPMENT COMPANY PARCEL 1, LLC AND HARTLAND RETAIL DEVELOPMENT COMPANY PARCEL 1, LLC AS RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008R-006596.

TOGETHER WITH A NON-EXCLUSIVE DRAINAGE EASEMENT AS GRANTED IN DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED FEBRUARY 20, 2008 AND RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008R-006592.

TOGETHER WITH AN EASEMENT FOR TEMPORARY CONSTRUCTION AS GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (AUTO CITY) DATED AS OF JANUARY 27, 2009 AND RECORDED MARCH 6, 2009 IN INSTRUMENT NO. 2009R-005386.

TOGETHER WITH THE BENEFICIAL EASEMENTS CREATED IN THE CERTAIN EASEMENT AGREEMENT (MCDONALD'S) DATED AS OF FEBRUARY 20, 2008 AND RECORDED MARCH 7, 2008 IN INSTRUMENT NO. 2008R-006586.

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

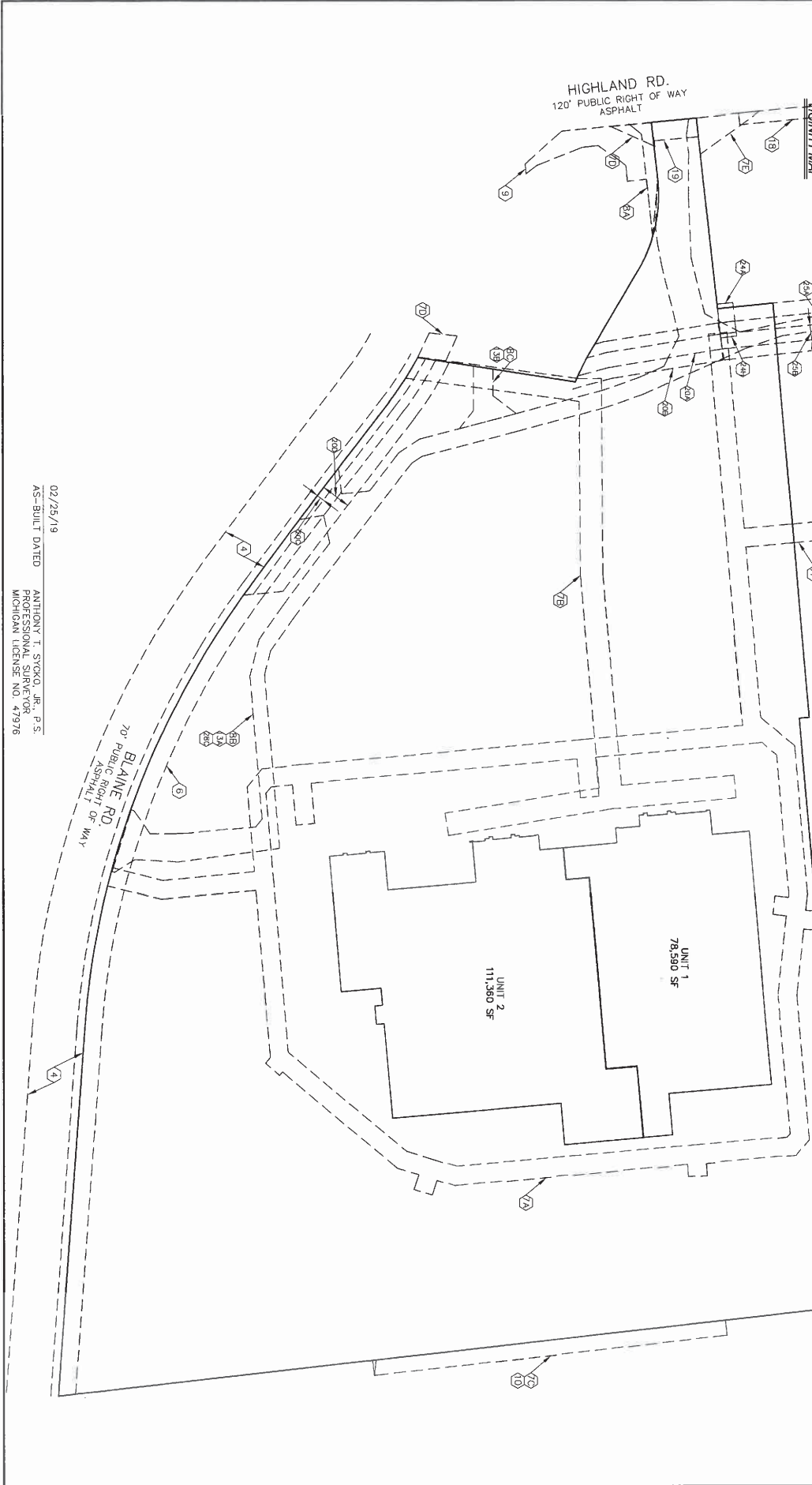
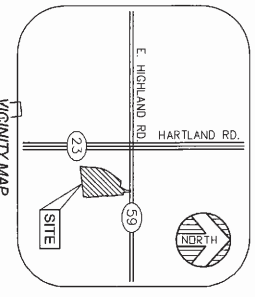
02/25/19
 AS-BUILT DATED ANTHONY T. SYCO, JR., P.S.
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 47976

DATE PL	02/25/19
DATE AT	02/25/19
DATE	FEBRUARY 25, 2019
PROJECT NO.	19-00318

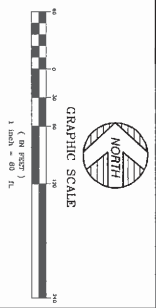
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 A GROUP OF COMPANIES
 ESTABLISHED 1969
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 TEL: 586.774.8400 FAX: 586.774.8401
 www.kemtecagroupofcompanies.com

10400 HIGHLAND ROAD CONDOMINIUMS
 COVER SHEET
 PREPARED FOR: HARTLAND ABG, LLC
 10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
 PART OF SECTION 28
 TOWN 3 NORTH, RANGE 6 EAST

REVISION	DATE	BY	DESCRIPTION



EXEMPTION	LIBER & PAGE OR INSTRUMENT #	TYPE OF EASEMENT	EXEMPTION	LIBER & PAGE OR INSTRUMENT #	TYPE OF EASEMENT
4	L.3271, P.330	EASE. RESERVED FOR HWY. PURPOSES	13A	2008R-006586	VARIABLE WIDTH GROSS ACCESS EASE
5	L.3271, P.337	DE MONT EDISON COMPANY EASEMENT	13B	2008R-006589	VARIABLE WIDTH GROSS ACCESS EASE
6	L.18371, P.834	MICHIGAN BELL TELEPHONE EASEMENT	18	2009R-003284	15' WIDE TEMPORARY CONSTR. EASE
7A	2007R-036785	30' WIDE WATER MAIN EASEMENT	19	L.1174, P.235	EASE. & R.O.W. FOR PUBLIC UTILITIES
7B	2007R-036785	30' WIDE SANITARY SEWER EASEMENT	20A	L.3218, P.266	50' WIDE PUBLIC UTILITY EASEMENT
7C	2007R-036785	20' WIDE CONSTRUCTION EASEMENT	20B	L.3218, P.441	50' WIDE TEMPORARY CONSTR. EASE.
7D	2007R-036785	CONSTRUCTION EASEMENT	20C	L.3218, P.441	10' WIDE PUBLIC UTILITY EASEMENT
7E	2007R-036785	25' WIDE WATER MAIN EASEMENT	20D	L.3218, P.441	40' WIDE TEMPORARY CONSTR. EASE.
7F	2007R-036785	INGRESS/EGRESS EASEMENT	24A	L.1194, P.967	25' WIDE PROP. PERMANENT EASEMENT
7G	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE	24B	L.1194, P.967	20' WIDE PROP. CONSTR. EASEMENT
7H	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE	25A	L.3218, P.351	20' WIDE EASE. FOR PUBLIC UTILITIES
7I	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE	25B	L.3218, P.351	50' WIDE TEMPORARY CONSTR. EASE.
7J	2008R-006589	TEMPORARY CONSTRUCTION EASEMENT	28C	2008R-006586	VARIABLE WIDTH GROSS ACCESS EASE.
8	2008R-006588	INGRESS/EGRESS EASEMENT			
8A	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE			
8B	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE			
8C	2008R-006588	VARIABLE WIDTH GROSS ACCESS EASE			
9	2008R-006589	TEMPORARY CONSTRUCTION EASEMENT			
10	2008R-006589	DRAINAGE & TEMP. CONSTR. EASE			



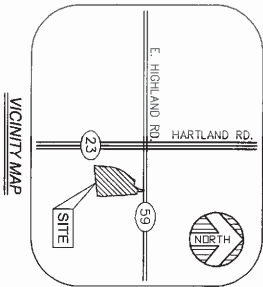
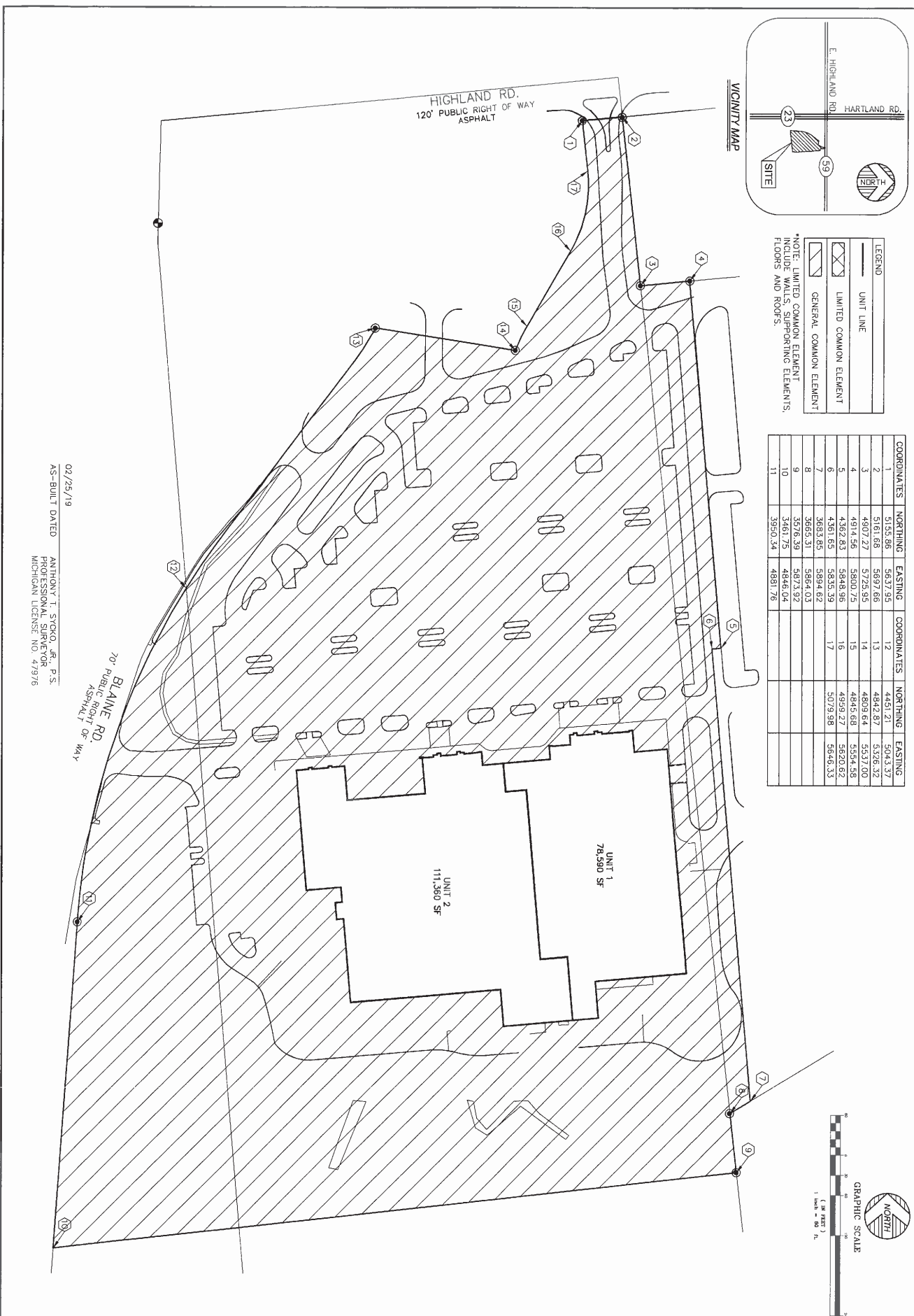
02/28/19
AS-BUILT DATED
ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976

DATE:	02/22/19
PROJECT NO.:	19-00316
SCALE:	1" = 80'
SHEET NO.:	3 OF 6 SHEETS

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Ann Arbor: 810.262.7277
Grand Blanc: 810.262.7277
Hartland: 810.262.7277
www.kemtecgroupofcompanies.com

10400 HIGHLAND ROAD CONDOMINIUMS EASEMENT PLAN
PREPARED FOR: HARTLAND ABG, LLC
10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN, PART OF SECTION 28
TOWN 3 NORTH, RANGE 6 EAST

REVISION	DATE	BY	DESCRIPTION

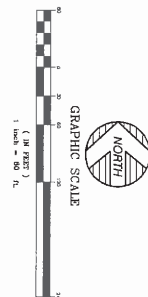


LEGEND

[Symbol]	UNIT LINE
[Symbol]	LIMITED COMMON ELEMENT
[Symbol]	GENERAL COMMON ELEMENT

*NOTE: LIMITED COMMON ELEMENT INCLUDE WALLS, SUPPORTING ELEMENTS, FLOORS AND ROOFS.

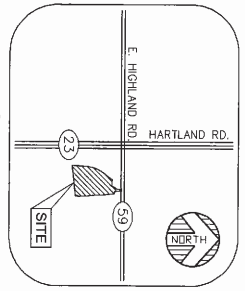
COORDINATES	NORTHING	EASTING	COORDINATES	NORTHING	EASTING
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2	5161.88	5697.66	13	4842.87	5326.32
3	4907.27	5725.95	14	4809.64	5537.00
4	4914.56	5800.75	15	4845.68	5554.58
5	4362.83	5848.96	16	4959.27	5620.62
6	4361.65	5835.39	17	5079.98	5646.33
7	3683.85	5894.62			
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11	3950.34	4881.76			



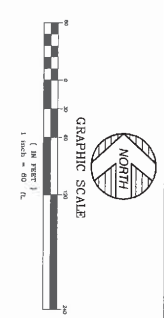
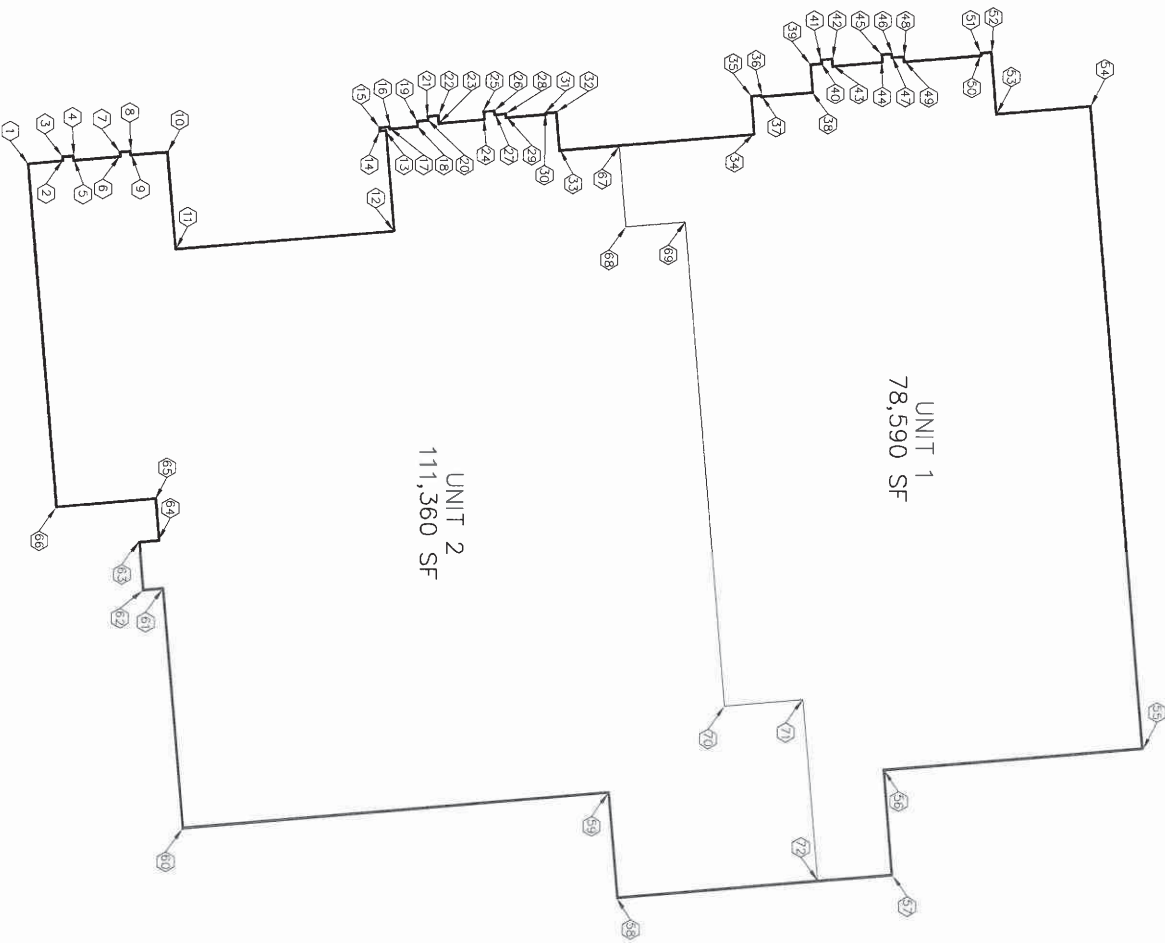
02/25/19
 AS-BUILT DATED
 ANTHONY T. STOKO, JR., P.S.
 PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 47976

BLAINE RD.
 70' PUBLIC RIGHT OF WAY
 ASPHALT

HIGHLAND RD.
 120' PUBLIC RIGHT OF WAY
 ASPHALT



COORDINATES	NORTHING	EASTING	COORDINATES	NORTHING	EASTING
1	4179.15	5209.18	55	3874.55	5798.26
2	4180.78	5227.81	56	3862.58	5661.58
3	4182.87	5227.82	57	3807.59	5666.40
4	4183.41	5233.80	58	3794.89	5521.25
5	4181.02	5234.01	59	3849.98	5516.43
6	4183.10	5257.82	60	3830.37	5292.30
7	4185.49	5257.81	61	3855.89	5201.32
8	4186.03	5263.79	62	3850.89	5271.06
9	4183.94	5263.67	63	3860.89	5266.79
10	4186.91	5281.52	64	3861.79	5279.05
11	4134.71	5281.52	65	4003.01	5271.19
12	4144.71	5401.80	66	3956.44	5224.51
13	4180.71	5391.25	67	4189.46	5320.51
14	4180.42	5393.96	68	4147.13	5324.22
15	4189.01	5393.73	69	4149.87	5642.97
16	4189.53	5399.61	70	3895.99	5577.79
17	4188.53	5399.71	71	3899.58	5618.80
18	4189.59	5414.06	72	3804.83	5627.09
19	4202.28	5413.82			
20	4202.79	5419.70			
21	4204.88	5419.52			
22	4205.42	5425.60			
23	4201.33	5425.95			
24	4203.38	5449.36			
25	4207.46	5448.01			
26	4208.00	5455.18			
27	4205.91	5455.37			
28	4206.43	5461.24			
29	4204.43	5461.42			
30	4206.21	5481.74			
31	4206.91	5481.68			
32	4207.43	5487.66			
33	4187.41	5489.41			
34	4196.35	5591.52			
35	4216.27	5589.77			
36	4216.79	5595.75			
37	4216.10	5595.81			
38	4218.40	5622.11			
39	4233.04	5620.83			
40	4233.37	5626.69			
41	4235.65	5626.52			
42	4236.19	5632.70			
43	4232.20	5633.05			
44	4234.42	5658.35			
45	4238.40	5658.00			
46	4238.93	5663.98			
47	4237.47	5670.23			
48	4234.78	5670.47			
49	4238.26	5710.32			
50	4239.56	5710.20			
51	4240.08	5716.18			
52	4240.81	5719.02			
53	4241.96	5768.73			
54	4211.96	5768.73			



02/25/19
 AS-BUILT DATED
 ANTHONY T. SYGMA, JR., P.E.
 PROFESSIONAL ENGINEER
 MICHIGAN LICENSE NO. 77976

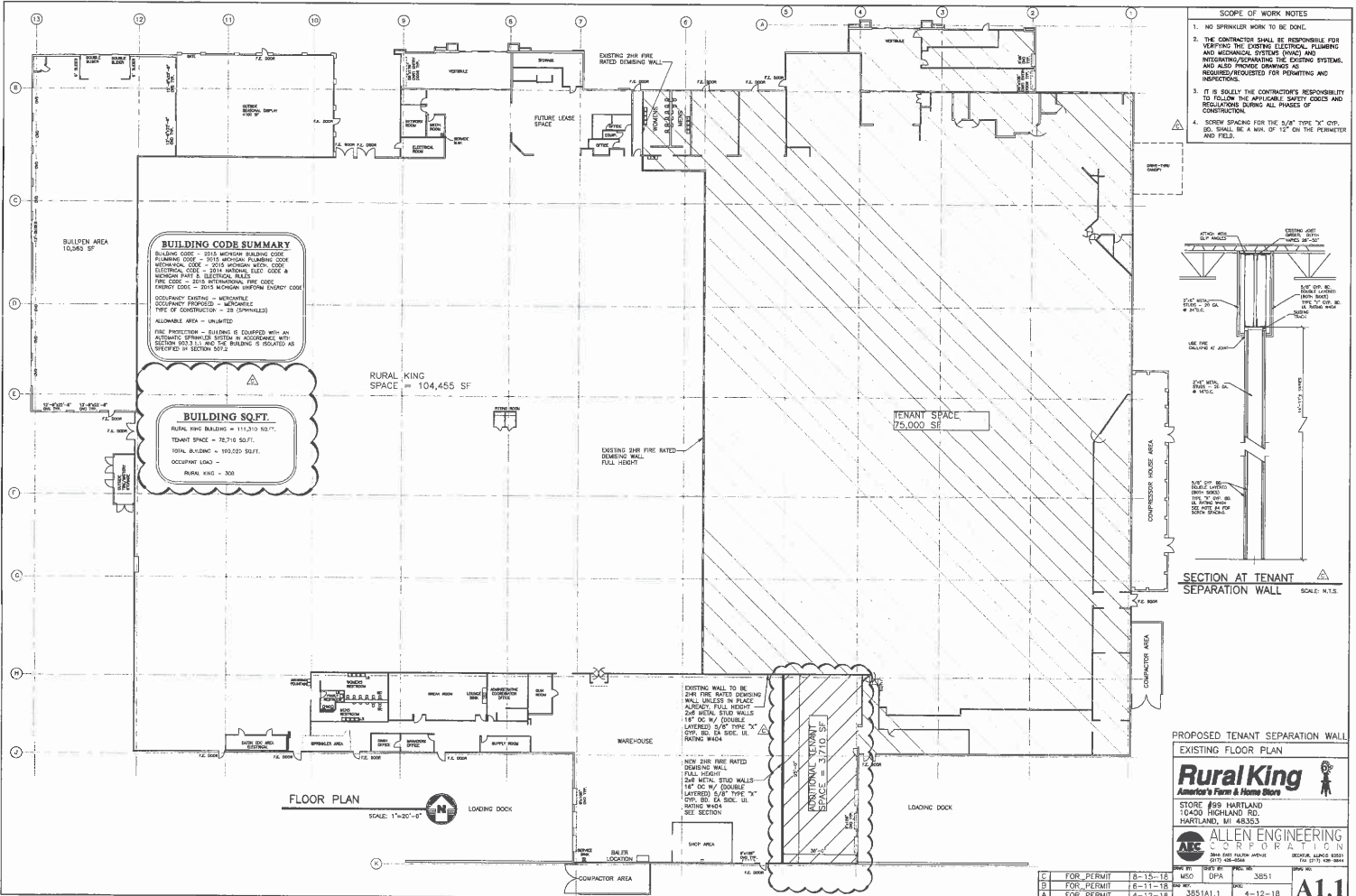
DATE BY
 02/25/19 JSM
 02/25/19 ATS
 FEBRUARY 25, 2019
 19-00316
 5 OF 8 SHEETS

KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
 A GROUP OF COMPANIES
 Estimating: 800.297.7022 Fax: 519.924.9888
 Design: 519.924.9887 Fax: 519.924.9888
 AutoCAD: 519.924.9888 Fax: 519.924.9888
 Survey: 519.924.9888 Fax: 519.924.9888
 www.kemtecgroupofcompanies.com

10400 HIGHLAND ROAD CONDOMINIUMS
 SITE PLAN DETAIL
 PREPARED FOR: HARTLAND ABG, LLC
 10400 HIGHLAND RD., HARTLAND TOWNSHIP, MICHIGAN,
 PART OF SECTION 28
 TOWN 3 NORTH, RANGE 6 EAST

REVISION	DATE	BY	DESCRIPTION

EXHIBIT C



- SCOPE OF WORK NOTES**
1. NO SPRINKLER WORK TO BE DONE.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING ELECTRICAL, PLUMBING AND MECHANICAL SYSTEMS (MEAC) AND PROVIDING/ADJUSTING THE EXISTING SYSTEMS AND ALSO PROVIDE DRAWINGS AS REQUIRED/FOUNDED FOR PERMITTING AND INSPECTIONS.
 3. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW THE APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.
 4. SCREW SPACING FOR THE 3/8" TYPE "Y" CIP, SD, SHALL BE A MIN. OF 12" ON THE PERIMETER AND FIELD.

BUILDING CODE SUMMARY

BUILDING CODE - 2015 WISCONSIN BUILDING CODE
 PLUMBING CODE - 2015 WISCONSIN PLUMBING CODE
 MECHANICAL CODE - 2015 WISCONSIN MECH. CODE
 ELECTRICAL CODE - 2014 NATIONAL ELECT. CODE - A
 NATIONAL FIRE PROTECTION ASSOCIATION
 FIRE CODE - 2015 INTERNATIONAL FIRE CODE
 ENERGY CODE - 2015 WISCONSIN ENERGY CODE

CONSTRUCTION - MASONRY
 OCCUPANCY PROPOSED - MERCHANTILE
 TYPE OF CONSTRUCTION - II (35MIN/ULC)

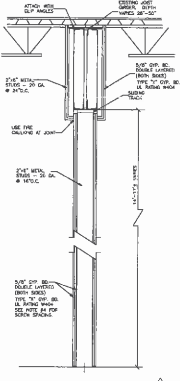
ALLOWABLE AREA - UNLIMITED

FIRE PROTECTION - BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.11.1 AND THE BUILDING IS LOCATED AS SHOWN IN SECTION 507.2.

BUILDING SQ.FT.

RURAL KING BUILDING = 113,710 SQ.FT.
 TENANT SPACE = 75,710 SQ.FT.
 TOTAL BUILDING = 189,420 SQ.FT.

OCCUPANCY LOAD -
 RURAL KING = 300



PROPOSED TENANT SEPARATION WALL EXISTING FLOOR PLAN

Rural King
 America's Farm & Home Store

STORE #99 HARTLAND
 10400 HIGHLAND RD.
 HARTLAND, MI 48353

ALLEN ENGINEERING CORPORATION
 2000 W. HARTLAND AVENUE
 HARTLAND, MI 48353

C	FOR PERMIT	8-15-18	MISO	DPA	3851	DATE
B	FOR PERMIT	6-11-18	MSW	DPA	3851	DATE
A	FOR PERMIT	4-12-18	MSW	DPA	3851A.1	DATE

A1.1