PORT SHELDON TOWNSHIP
16201 Port Sheldon Street, West Olive, MI 49460
Telephone 616-399-6121 Fax 616-399-7173
www.portsheldontwp.org | info@portsheldontwp.org

Planning Commission Meeting Agenda
October 22, 2025 at 5:00PM

1. Call to Order:
2. Roll Call:
3. Approve Minutes: from Regular Meeting on September 24, 2025*
4. Approve Agenda:
5. Communications:
6. Zoning Administrator Updates:
7. Public Comments:
8. Old Business:
    a. ADU Discussion
9. New Business:
    a. Site Plan Application for Parcel# 70-11-01-300-020, Vacant Parcel – South of 9104 US-31, West Olive, MI 49460, Proposed construction of 10,640 SF retail development.
        1. Public Hearing
    b. Special Land Use Application for Parcel# 70-11-27-100-011, 6343 Butternut, West Olive, MI 49460, Proposed construction of Contractor Storage Units.
        1. Public Hearing
    c. Consideration – An Ordinance to amend the Port Sheldon Twp Zoning Ordinance; to amend section 2.15 to add a new definition pertaining to Mobile Food Trucks Vending, to amend article IV to add a new section pertaining to Food Truck Permits and approval standards, to amend the C-Commercial district to allow food trucks as permitted use when operated at the same location for up to 180 days.
        1. Public Hearing
    d. Consideration – An Ordinance to amend the Port Sheldon Twp Zoning Ordinance; to amend section 2.07 to include a definition for Energy Storage Facility as a Special Land Use in the Industrial District; to amend Section 9.03 to include Energy Storage Facilities as a Special Land Use; and to amend Article XVIII to include a new subsection related to Energy Storage Facilities.
        1. Public Hearing
10. Adjourn:

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Public Hearing Procedure

A public hearing conducted by the Planning Commission shall be run in an orderly and timely fashion. This shall be accomplished by the following procedure. This procedure may be modified at the discretion of the Chairperson based on the type and character of the hearing.

1. The Chairperson of the Planning Commission shall announce that a public hearing will be conducted on a request.
2. The Chairperson shall read the public hearing announcement as published in the newspaper and also give a brief description of the hearing subject and any history if necessary. This step may be deferred to another member of the Planning Commission.
3. The Chairperson shall announce the following hearing rules
   a) This is a public hearing designed to receive comments on the above subject. Only comments regarding this subject will be accepted.
   b) All persons wishing to comment shall be given an opportunity.
   c) Any person wishing to speak shall first be recognized by the Chairperson.
   d) This person shall, state their name and address, and make comments directly to the Chairperson.
   e) Each person speaking shall limit their comments to three (3) minutes.
   f) Everyone shall have an opportunity to speak before someone is allowed to speak a second time, as time permits.
   g) If at any time during the hearing, the Chairperson feels no other relevant comments are being stated or the public is out of order, the Chairperson may close the public hearing. The Chairperson may at their discretion, terminate unreasonably repetitive, irrelevant, or lengthy comments which are nonproductive to the purpose at hand.
4. The Chairperson shall officially open the hearing and state the purpose of the hearing is to receive public input regarding the subject. If the chairperson desires to answer questions, or direct someone to answer a question, this may be done at the discretion of the Chairperson.
5. During the hearing, the Chairperson or their designee shall read any correspondence received. This can be worked in between public comments.
6. Once all public comments have been stated, the Chairperson shall close the hearing. Any voting member of the Planning Commission may initiate an action to close the hearing.

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Planning Commission Meeting Minutes
September 24, 2025

Call to Order: 5:00 by Steve Grilley

Roll Call: Present: Steve Grilley, Duke DeLeeuw, Patrick Kelderhouse, Bill Monhollon, Del Petroelje, Lori Stump
Absent: Nicole Timmer
Staff present: Ryan Capson, Andrew Moore, Cate Wiler

Approve Minutes from August 27, 2025:
Motion: Duke Deleeuw
Support: Patrick Kelderhouse
Motion carried 6-0 via voice vote

Approve Agenda: Approved with moving old business ahead of new business
Motion: Deleeuw
Support: Kelderhouse
Motion carried 6-0 via voice vote

Communications:

1. Presented by Lori Stump
    a. Letter from Holland Charter Twp requesting our input as they update their Master Plan to ensure that they coordinate with other area plans to make sure it makes sense from a regional perspective.
    b. Email from Jan O"Connell from the Sierra Club re: meeting minutes from July 23 Planning Commission Meeting, requesting the below corrections to the minutes. Ms. O'Connell made a public comment regarding the importance of Energy Storage being built on the Consumers Energy Campbell plant property, applications to the MISO, the importance of having hydrological and contamination studies of Pigeon Lake and continued groundwater testing on the Consumers Energy property as well. She also mentioned that there are big concerns regarding any potential data centers in Port Sheldon Township due to the huge amounts of water & energy needed to run these data centers and how important it is for data centers to provide most of their own energy through clean and renewable energy and they should also have plans in place for the efficient use of water.

Zoning Administrator Updates:

1. Presented by Ryan Capson. A Variance request was approved for the replacement of an existing deck, at 0 Helena St, with zero setback on the north property line.

Public Comments: None

New Business:

1. **Adoption of Modified Master Plan Future Land Use**
    a. **Discussion**
        i. Adoption of the Modified Master Plan. Andrew Moore explained that this modified plan is almost identical to the one that was adopted in July. The differences reflect the recommendation of the board to adjust a few of the proposed zoning modifications to more closely align with the current map. Additionally, the dates that the public hearings were held because a 2nd public hearing was required to adopt the recommended changes. There is also an additional, whereas statement, on page two, that details the initial public hearing, the adoption of the recommendation, the board returning the plan to the planning commission with objections, and 3 requested changes.
        ii. Moore explained the plan's intent to balance current zoning with future development goals, including potential commercial and residential mixes.
    b. **Grilley opened Public Hearing**
        i. Ryan Stygstra, 6343 Butternut Dr., West Olive, MI 49460, explained the long-term implications of rezoning property to AG, suggesting it could eventually revert to residential. He expressed his concern that with the changes other development for commercial use would be limited and no longer possible.

        Moore and Stygstra discussed the current zoning map and the differences between the zoning map and the matching plan.

        Duke DeLeeuw suggests making a motion to extend the neighborhood mixed-use designation to align with the existing commercial zoning.

        Moore clarified that the plan does not change the zoning map but suggests creating a new zoning district for mixed use.

        ii. Peter Krupp, 6517 Butternut Dr. West Olive, MI 49460 stated that removing commercial zoning would negatively impact the tax base and local businesses. Additionally, Krupp highlighted the importance of maintaining commercial status for businesses like restaurants and gas stations and emphasized the need for a master plan to update zoning to conform to the plan's recommendations.

iii. Rick Uildriks, 6665 Butternut Dr, West Olive, MI 49460, asked if the commission could explain what the changes are and how the changes impact his property.

Moore explained that the plan allows for flexibility in zoning, including light commercial and residential uses.

c. **Grilley closed Public Hearing**

d. **Zoning and Mixed-Use Discussion**

i. DeLeeuw suggested extending the neighborhood mixed-use designation to match the existing commercial zoning.

ii. Moore explained the potential impact of the plan on different property types and the importance of aligning with the master plan.

iii. DeLeeuw proposed a motion to extend the mixed-use designation and redefine it to include gas stations and restaurants.

iv. Moore clarifies that the plan allows for low-intensity commercial uses and flexibility in zoning.

v. Grilley asked for clarification of motions.

vi. Moore explained the process for finalizing the changes to the Zoning Map and Master Plan. There should be 2 motions. One motion for the map and then the second motion would be to adopt the resolution recommending approval of the Master Plan for the approval of the Township Board.

e. **Motion to approve changes to Master Plan Future Land Use Map**

i. Motion made by DeLeeuw to approve Master Plan Future Land Use Map with the extension of the mixed-use area to match the current commercial zoning along the west side of Butternut, south of Port Sheldon.

ii. Supported by Patrick Kelderhouse

iii. Motion carried 6-0 via a voice vote

f. **Motion to adopt Resolution Recommending Approval of Master Plan**

i. Motion by DeLeeuw to adopt resolution #____, "A Resolution Recommending Approval of the Updated Port Sheldon Township Master Plan to the Township Board and Constituting Planning Commission Approval of Such Master Plan

ii. Supported by Patrick Kelderhouse

iii. Motion carried 6-0 via a voice vote

Old Business:

1. **Temporary Sale Permit Ordinance for Food Trucks**
    a. Moore presented the modified temporary sale permit ordinance for food trucks, emphasizing the changes made to ensure it is a temporary use only.
    b. Moore explained the deletion of special land use provisions and the addition of requirements for hours of operation and permit duration.
    c. Moore clarified that the ordinance would be subject to zoning administrator review and approval.
    d. Permits will be for 180 days per calendar year
    e. **Motion**
        i. Motion made by DeLeeuw to schedule a public hearing for the next meeting.
        ii. Supported by Kelderhouse
        iii. Motion carried 6-0 via voice vote
2. **Energy Storage Facilities**
    a. Moore introduced the draft amendment for energy storage facilities, explaining the additional standards added to address community concerns. The amended Ordinance is written to be workable in consideration of Michigan Public Act 233 of 2023.
    b. Moore detailed the setback requirements, sound generation limits, and the need for a post-commissioning agreement.
    c. Moore explained the optional nature of the amendment and the potential benefits for developers and the community.
    d. **Motion**
        i. Motion made by DeLeeuw to move forward to a public hearing on the draft amendment.
        ii. Supported by Kelderhouse
        iii. Motion carried 6-0 via voice vote
3. **Accessory Dwelling Units (ADUs) Discussion**
    a. Moore explained the concept of ADUs and their potential benefits, such as accommodating aging parents and providing additional housing. There is no requirement that the Township accommodate them, but may communities have been considering them in recent years.
    b. Moore encouraged the commission to think about and discuss the different types of ADUs, including standalone units, attached units, and second-story additions. Outlining potential restrictions, such as size limits, height restrictions, and parking requirements.

c. Del Petroelje and Monhollon expressed concerns about the potential impact on the community and the need for careful consideration.

d. Next Steps

   i. Monhollon suggested taking time to consider the ADU proposal and its potential impact on the community.

   ii. Capson proposed drafting an ordinance for further discussion and consideration; however, the commission decided to review the information provided by Moore before moving to that step.

   iii. Moore emphasized the importance of community input and the need for a thoughtful approach to zoning changes.

Adjourn: Grilley adjourned the meeting at 5:56 pm.

X

Lori Stump
Secretary

williams&works
engineers | surveyors | planners

MEMORANDUM

To:	Port Sheldon Township Planning Commission
Date:	September 16, 2025
From:	Andy Moore, AICP Toby Hayes, AICP
RE:	**Accessory Dwelling Units**

The purpose of this memorandum is to outline some background and topics for discussion surrounding accessory dwelling units (ADUs) in Port Sheldon Township. ADUs are generally defined as a second, subordinate dwelling on a property that contains separate living, cooking, sleeping, and restroom facilities. Historically, ADUs (often called granny flats, mother-in-law suites, etc.) were common throughout American cities but fell out of favor in the mid- to late 20th century as Euclidean (use-based) zoning ordinances became the model for most communities. As cities throughout the country have begun to embrace more traditional development patterns and principles, ADUs have experienced a resurgence of sorts in the last 10-20 years.

Another reason ADUs have grown in popularity relates to housing affordability issues found in many communities. In many areas, housing is simply too costly for many residents. New construction is expensive, and small houses are hard to come by. As communities look for ways to accommodate those most affected by the housing affordability crisis (often students and seniors), ADUs have emerged as a viable option due to the relative simplicity of enabling ADUs as a permitted type of development and the ease of enacting regulations to address potential impacts.

Many conventional zoning ordinances in townships prohibit accessory dwellings, and Port Sheldon Township's Zoning Ordinance is no different. For example, Section 4.10(11) prohibits the use of an accessory building for residential dwellings (except for approved migrant housing), and Section 4.29(2) prohibits more than one single- or two-family dwelling on a lot of record.

Discussion Questions. The questions below should be considered by the Planning Commission as it debates whether or not to allow ADUs in the Township.

1. Accessory dwellings may take several forms. They may be attached to a single-family dwelling, or they may be detached as (1) a part of an accessory building for the primary home, such as a second-story apartment over a detached garage, or (2) a second structure used entirely as the ADU. Is there one form that is desired or not desired? If so, which one and why?
2. Many communities that permit ADUs include conditions that ensure that the ADU remains just that: an *accessory* dwelling. These conditions often include, but are not limited to, the following:

a. A prohibition on separate sewer hookups or septic systems from the primary dwelling
b. A prohibition on accessory dwellings having a separate mailing address from the primary dwelling
c. Maximum floor area or other building mass requirements to ensure the ADU is smaller than the primary dwelling
d. Required deed restrictions that prohibit the separate sale of an ADU
e. A requirement that either the ADU or the primary dwelling be owner-occupied
f. Maximum parking limitations
g. A prohibition on the short-term rental of an ADU
h. A requirement ensuring that ADUs remain on the same parcel as the primary dwelling

Regulations like those listed above are typically drafted to ensure that the accessory dwelling is used for its intended purpose. To that end, it is often helpful to draft a "purpose and intent" statement that would accompany ADU provisions; this would allow the Township to articulate what behavior it is seeking to encourage or accommodate through ADUs.

3. Because ADUs result in a second dwelling on the property, they can lead to increases in the residential density of the areas where they are permitted. Port Sheldon Township's zoning ordinance primarily regulates density through lot size standards, so the allowance of ADUs on existing parcels can lead to substantial increases in density in areas where numerous ADUs would be permitted. Therefore, it may be important for the Township to limit ADUs to certain districts, taking into consideration the densities suggested by the Master Plan, environmental considerations, and other issues.
4. Some consideration should also be given to how applications for ADUs, if permitted, would be processed. Should ADUs be permitted as a special land use? If so, this would require a public hearing and decision by the Planning Commission. If permitted by right (as single-family dwellings are), ADUs and any corresponding regulations could be administered by the Zoning Administrator.
5. There may also be property tax implications with regard to ADUs, though this does not need to be a motivating factor as the Commission discusses the zoning implications. However, input from the Township assessor will be valuable as the Township works through an amendment, if drafted.

As always, please let me know if there are further questions. We look forward to reviewing this with you at our next meeting.

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SITE PLAN REVIEW APPLICATION

Submit at least 28 days prior to desired meeting to:
Port Sheldon Township
16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

Parcel # 70-11-01-300-020 Date paid _____

Address of subject property Vacant Parcel - South of 9104 US-31, West Olive, MI 49460

Name of Property Owner Midwest V., LLC.

Applicants Name Peter Oleszczuk Phone # 616-842-2030

Applicants mailing address 1435 Fulton St., 2nd Floor, Grand Haven, MI 49417

Proposed Use Construction of proposed 10,640 SF retail development, parking lot and driveway, landscaping, required utilities and storm water management facilities.

Submit 10 copies of the Site Plan with this application. Site Plan must include the following (Article XXI, Section 21.03 (b) (3) of Port Sheldon Township Zoning Ordinance):

A. Scale, not to exceed 1" = 100'
B. Location map showing all road intersections within 500 feet.
C. All structures, wooded areas and topography with two-foot intervals, except where the slope exceeds five (5) percent, in which case contour intervals may be ten feet.
D. All lot lines, and owners of lots within 300 feet of the site (as amended June 12, 1986)
E. Streets, easements, watercourses and right-of-ways.
F. Utility and drainage plans and information.
G. Preliminary plans for elevations and locations of structures.
H. Preliminary plans for parking, lighting, loading, signs and landscaping.
I. Any extension of off-tract improvements necessitated by the proposed development.
J. Any other items as required by the Planning Commission (as amended June 12, 1986).

_____
Signature of owner/agent (circle one) and date

FILING FEE: Small Site Plan $900.00 (+) Large Site Plan $1200.00 (+)*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

AUTHORIZATION LETTER

Owner: Roger, Kelley and Rocco DePirro

Property: Part of Vacant Land on US-31 HWY, West Olive, MI 49460
(Part of Larger Tax Parcel Number 70-11-01-300-020)

Date: _____

To Whom It May Concern:

Midwest V, LLC ("**Buyer**"), of 1435 Fulton St., 2nd Floor, Grand Haven, MI 49417, is hereby authorized to act on our behalf in connection with the items listed below as it pertains to the development of our above-referenced Property pursuant to a Real Estate Purchase Agreement.

Due diligence – soil testing, geo-technical drilling, surveying, engineering, wetlands and environmental studies (Phase I, Phase II and/or BEA), asbestos and other physical inspections.

Permitting – Applications and filings with applicable municipalities for land division, lot line adjustment, and all entitlements, including, but not limited to, site plan approval, rezoning, variances, building permits, lot combinations and any required construction permits.

Unless otherwise agreed in the Real Estate Purchase Agreement, any and all of the foregoing work shall be completed by Buyer at its sole cost and expense. Buyer will return the property to substantially the same condition prior to their work.

Sincerely,

Signed by:
271ECE415527482...
7/9/2025
Roger DePirro

Signed by:
271ECE415527482...
7/9/2025
Kelley DePirro

Signed by:
63376D6BC62746A...
7/9/2025
Rocco DePirro

Buyer Contact Information:
Attn: Peter Oleszczuk
1435 Fulton St., 2nd Floor
Grand Haven. MI 49417
Phone: 616-842-2030 ext. 2106

Cate Wiler

Subject: FW: Sewer extensions

From: Pat Staskiewicz <PStaskiewicz@ottawacorc.com>
Sent: Friday, October 3, 2025 3:21 PM
To: Michael Sabatino <mike@portsheldontwp.org>
Cc: Joe Wallace <JWallace@ottawacorc.com>; Joe Hebert <JHebert@ottawacorc.com>
Subject: Sewer extensions

Hi Mike

It has come to my attention that a new Dollar General is proposed next to Alaskan Pipeline. Before the Township approves anything, I wanted to put you on notice that we cannot approve any more sewer extensions until we have the new process equipment installed at the treatment plant and that has some time to work. We have ordered the equipment but have not received it yet.

We can still connect new customers on existing sewer mains, but we would not be able to get a permit to expand the system. Based on the information provided, we don't know how they would get sewer service without extending a sewer main.

Feel free to call me Monday if you want to talk about this in more detail.

Thank you,

Pat

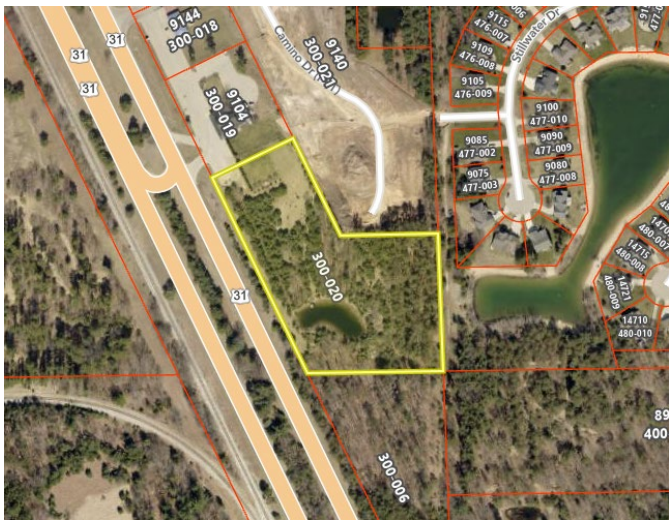
Patrick J. Staskiewicz, P.E.
Public Utilities Director
Ottawa County Road Commission
14110 Lakeshore Drive, Grand Haven, MI 49417
(616) 850-7208

williams&works

engineers | surveyors | planners

MEMORANDUM

To:	Port Sheldon Township Planning Commission
Date:	October 15, 2025
From:	Andy Moore, AICP Toby Hayes, AICP
RE:	**US-31 Dollar General Site Plan Review**



Mr. Peter Oleszczuk has submitted an application for site plan review for the construction of a Dollar General located along the east side of US-31 between Stanton and Taylor Streets (PPN 70-11-01-300-020). The purpose of this memorandum is to review the application pursuant to applicable standards of the Port Sheldon Township Zoning Ordinance.

Background. The subject property consists of approximately 5.4 acres and is largely vacant outside of a small structure located along the existing pond. The property is located within the C Commercial zoning district and is bounded by other commercial uses to the north, agriculturally zoned land to the south and west, and residential PUDs to the east. The applicant is proposing to split the parcel into three parcels, with the new middle lot containing a retail building (Dollar General) consisting of 10,640 square feet of space, an associated parking lot and drive aisles, as well as an access drive from US-31 and a new cross access drive for the properties to the north.

Site Plan Review. We offer the following general site plan review comments regarding the site plan for the Planning Commission's consideration:

- **Completeness of Submittal.** Section 19.04 of the Port Sheldon Township Zoning Ordinance contains submittal requirements for site plan review applications. We find that the submittal materials are largely complete for review.
- **Dimensional Requirements.** The proposed building addition meets all dimensional requirements for the C Commercial district as specified in 7.04 of the Zoning Ordinance. Though the area of the proposed parcel is not clear, it appears that the parcel would have an area of about 1.5 acres and approximately 300 feet of frontage on US-31, far exceeding the 20,000 sq. ft. minimum required by the zoning ordinance.

Dimensional Standard	Required	Proposed
Minimum front yard	50 feet	96 feet
Minimum side yard	10 feet	10 feet
Minimum rear yard	15 feet	78.5 feet
Maximum building Height	35 feet	18 feet
Minimum lot width	100 feet	297 feet
Minimum lot area (non-residential uses)	20,000 square feet	~1.5 acres

- **Access/Circulation.** The applicant is proposing a new driveway from US-31 to access the site. Drive aisles and circulation on-site appear adequate in design. A cross-access drive is also provided for properties to the north and appears to be adequate. A driveway permit from the MDOT will be required. The applicant is encouraged to start this dialogue with MDOT as soon as possible. Alternatively, the applicant could eliminate the US-31 driveway entirely and utilize the cross-access easement from the Alaskan Pipeline to access the property. This easement should also be extended across the full width of the Dollar General property, too, to facilitate access further to the south.
- **Lighting, Landscaping, and Signage.** No lighting or signage details were included in the submittal. A landscaping plan was included, but it does not appear as though the applicant intends to landscape the site further than planting grass. The zoning ordinance does not contain specific landscaping requirements, but in our opinion the applicant should make some attempt to landscape the site with trees, shrubs, or some combination of the two.
- **Stormwater.** Stormwater management details were submitted by the applicant which include locations and specs of pipes and retention basins. However, stormwater calculations were not provided. The stormwater and grading plans should be reviewed by the Township Engineer to ensure adequate capacity.
- **Utilities.** The site plan indicates that public water and sanitary sewer connections would be extended from the east. Public utilities in this area are owned by the County. The County has indicated that it cannot approve any more sewer extensions until they have new process equipment installed at the treatment plant and that has had some time to work. The County can still connect new customers on *existing* sewer mains, but could not get a permit to *expand* a sewer main. Based on the information provided, it is unclear how Dollar General would be served by sanitary sewer service without extending a sewer main.

  The Utility Plan shows both water and sewer service being extended from the east—presumably by extending the mains from Ventura Townhomes. We do not have any evidence that Ventura Townhomes is agreeable to this arrangement, or that they have

granted or would be willing to grant an easement to allow for the sewer main to be extended (even if the County were to permit it).

The proposed utility connections here also do not take into account remaining developable property in the area. If approved, thes development would result in developable commercial property to the north (between Dollar General and the Alaskan Pipeline) and the south (directly next to Dollar General), and a third property—the triangular-shaped lot farther to the south owned by Consumers Energy—could also eventually be developed if Consumers were to sell it. The plan presented here does not address nor does it facilitate any future utility connectivity to other parcels.

- **Parking.** Section 16.06 establishes parking minimums. Commercial retail establishments are required to provide 1 space per 250 sq. ft. of floor area, up to 10,000 sq. ft. The applicant is proposing a building with 8,513 sq. ft. of useable floor area, equating to 35 required spaces. The site plan indicates 35 spaces are planned, including 2 ADA-accessible spaces. Typical parking spaces are planned to be 9 feet wide and 20 feet deep with 36-foot drive aisles, which meets the requirements of the zoning ordinance.

Site Plan Review Criteria. Section 19.05 of the Zoning Ordinance sets forth several criteria that must be considered by the Planning Commission if a site plan is to be approved. Those criteria, along with our remarks, are as follows:

(a) That there is a proper relationship between the existing streets and highways within the vicinity, and proposed deceleration lanes, service drives, entrance and exit driveways, and Parking Areas to assure the safety and convenience of pedestrian and vehicular traffic, and that the proposed streets and Access plan conform to any street or Access plan adopted by the Township or the Ottawa County Road Commission.

Remarks: The applicant is proposing an entrance to the site from US-31, which will require MDOT approval. Sidewalks are not proposed for the site outside of those around the perimeter of the building for customer access from the parking lot. Sidewalks are likely unnecessary given the auto-oriented use of the site and a lack of sidewalks elsewhere in the vicinity. The applicant is also proposing to connect to the driveway to the north (the Alaskan Pipeline), which also has a driveway accessing US-31, so we would question if any driveway is necessary on US-31 since there is an easement in place to allow access through the Alaskan Pipeline site. This should be discussed.

(b) That the Buildings, Structures, and entrances thereto proposed to be located upon the premises are so situated and so designed as to minimize adverse effects upon owners and occupants of adjacent properties and the neighborhood.

Remarks: The design and placement of the proposed building are unlikely to impact neighboring property, which are planned and zoned for commercial activity. The Planning Commission may find this standard met.

(c) That as many natural features of the landscape shall be retained as possible, particularly, where they furnish a barrier or buffer between the project and adjoining properties used for dissimilar purposes and where they assist in preserving the general appearance of the neighborhood or help control erosion or the discharge of storm waters.

Remarks: There are no significant natural features on the portion of the site that is planned to be developed. A pond exists to the south of the proposed development, but it appears that the applicant does not intend to develop that parcel. The Planning Commission may find this standard met.

(d) That any adverse effect of the proposed development and activities emanating therefrom upon adjoining residents or owners shall be minimized by appropriate screening, fencing, walls or landscaping.

Remarks: The applicant is not proposing any screening, nor is any screening particularly necessary. The site is situated along a busy corridor and abuts significant natural screening to the east. However, we note that some effort to landscape the site would be beneficial here. Further, a lighting plan should be submitted.

(e) That all provisions of this Ordinance are complied with unless an appropriate Variance therefrom has been granted by the Zoning Board of Appeals.

Remarks: As discussed earlier, we are not comfortable with the plans for water and sewer service on this property. Once more clarity is provided here, this standard may be met.

(f) That all Buildings and Structures are accessible to emergency vehicles.

Remarks: This standard is likely met, though the Planning Commission may wish to defer comments to the Township Fire Department.

(g) That a plan for erosion control and storm water discharge has been approved by the appropriate public agency.

Remarks: This may be addressed as a condition of approval.

(h) That the plan as approved is consistent with the intent and purpose of zoning to promote public health, safety and general welfare; to encourage the use of lands in accordance with their character and adaptability to avoid the overcrowding of population; to lessen congestion on the Public Streets; to reduce hazards to life and property; to facilitate adequate provisions for a system of transportation, sewage disposal, safe and adequate water supply, education, recreation, and other public requirements; and to conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and properties; to preserve property values and Natural Resources; and to give reasonable consideration to character of a particular area, its peculiar suitability for particular uses and the general appropriate trend and

character of land, Building, and population development.

Remarks: We find that the site is generally well-suited for commercial development given adjacent land uses, site characteristics, and the future land use designation by the Township's master plan. However, the plan's utility connection plans are not sufficiently clear as of this writing and do not appear to take into account future development in the area; nor are we sure that they are even feasible at this time. It is our understanding that Port Sheldon Township requires utility connections in this area of the Township, which is wise considering the potential for future development here.

Recommendation. At the October 22 meeting, the Planning Commission should carefully listen to the comments of the applicant and the public regarding the application. Due to the questions surrounding the utility connection here, we suggest that the Planning Commission postpone any decision on the application until plans for water and sewer service can be provided with greater clarity; approval is not recommended at this time because the applicant cannot demonstrate compliance with Section 4.13 of the zoning ordinance.

In addition, it is suggested that the applicant consider the following:

1. Consider eliminating the driveway to US 31 and instead utilize the driveway in front of the Alaskan Pipeline, and extend the cross-access easement south across the proposed Dollar General property to effectuate connections in this area. If the applicant insists on maintaining a driveway to US-31, early coordination with MDOT is strongly recommended.
2. Revise the landscaping plan to include tree plantings appropriate for the site.
3. Provide a photometric plan.
4. Stormwater calculations should be provided for review by the Township Engineer or Ottawa County.

As always, please feel free to contact me if there are any questions.

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RECEIVED
OCT 0 1 2025
Port Sheldon Township

SPECIAL LAND USE APPLICATION

Submit at least 28 days prior to desired meeting to:
Port Sheldon Township
16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

TO THE PLANNING COMMISSION C/O ZONING ADMINISTRATOR. Application is hereby made pursuant to the provisions of the Zoning Ordinance:

Name of Applicant RYAN STYGSTRA Phone 616 2980888

Mailing address of applicant 5780 CHRISTY LN

Address of subject property 6343 BUTTERNUT

Parcel number of subject property 70-11-27-100-011 Zoning COMMERCIAL

Applicant's interest in property OWNER

Name of owner _____ Phone _____

Address of owner _____

Present use of structure/property CONSTRUCTION OFFICE

Proposed use of structure/property CONTRACTOR / STORAGE CONDOS

Size of existing/proposed structure 60 x 175

Description of existing/proposed structure HANSOME STEEL BUILDING AND PARKING LOT W/ LANDSCAPING

Describe the nature of your request TO USE SPACE DIVIDED BY OWNERS AS SMALL BUISNESS / STORAGE. OTHER REQUIREMENTS AS A "CONSTRUCTION YARD" WILL BE PICKED UP IN THE CONDO AGREEMENT

If there has been a previous request involving this structure/property, state date, character and outcome of request _____

10 / 25

Signature of Applicant/owner/agent (circle one) and date

SCANNED

FILING FEE $1000.00*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

A SITE PLAN AND BUILDING PLANS MUST BE SUBMITTED WITH THIS APPLICATION

SCANNED

PORT SHELDON TOWNSHIP
16201 Port Sheldon Street, West Olive, MI 49460
Telephone 616-399-6121 Fax 616-399-7173
www.portsheldontwp.org | info@portsheldontwp.org

RECEIVED
SEP 24 2025
Port Sheldon Township

SITE PLAN REVIEW APPLICATION

Submit at least 28 days prior to desired meeting to:
Port Sheldon Township
16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

Parcel # 70-11-27-100-011 Date paid _____

Address of subject property 6343 Butternut

Name of Property Owner SIGNATURE HOME RENTALS LLC

Applicants Name Ryan Stygstra Phone # 616.298.0888

Applicants mailing address 5180 CHRISTY LANE, HOLLAND, MI 49424

Proposed Use Contractor storage units

Bruce Zeinstra
bzeinstra@hollandengineering.com

Submit 10 copies of the Site Plan with this application. Site Plan must include the following (Article XXI, Section 21.03 (b) (3) of Port Sheldon Township Zoning Ordinance):

A. Scale, not to exceed 1" = 100'
B. Location map showing all road intersections within 500 feet.
C. All structures, wooded areas and topography with two-foot intervals, except where the slope exceeds five (5) percent, in which case contour intervals may be ten feet.
D. All lot lines, and owners of lots within 300 feet of the site (as amended June 12, 1986)
E. Streets, easements, watercourses and right-of-ways.
F. Utility and drainage plans and information.
G. Preliminary plans for elevations and locations of structures.
H. Preliminary plans for parking, lighting, loading, signs and landscaping.
I. Any extension of off-tract improvements necessitated by the proposed development.
J. Any other items as required by the Planning Commission (as amended June 12, 1986).

Signature of owner/agent (circle one) and date

FILING FEE: Small Site Plan $900.00 (+) Large Site Plan $1200.00 (+)*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

williams&works

engineers | surveyors | planners

MEMORANDUM

To:	Port Sheldon Township Planning Commission
Date:	October 16, 2025
From:	Andy Moore, AICP Toby Hayes, AICP
RE:	**6343 Butternut Drive Contractor Storage Special Land Use**

Ryan Stygstra has submitted an application for special land use and site plan review for the construction of a contractor storage building located at 6343 Butternut Drive (PPN 70-11-27-100-011). The purpose of this memorandum is to review the application pursuant to applicable standards of the Port Sheldon Township Zoning Ordinance.

Background. The subject property consists of just over an acre in the C Commercial district. It currently contains a building that would be removed. The property is bounded by other commercially zoned lands to the north and south and agriculturally zoned lands to the east and west. All of the surrounding land uses are residential or agricultural in nature. The applicant is proposing to build a new 10,500 square foot contractor storage building containing seven 1,500 square foot storage units and an associated parking area.

Site Plan Review. We offer the following general site plan review comments regarding the site plan for the Planning Commission's consideration:

- **Completeness of Submittal.** Section 19.04 of the Port Sheldon Township Zoning Ordinance contains submittal requirements for site plan review applications. While the application is missing some details generally included on engineered site plans, such as the proposed building height, we find that the submittal materials are largely complete for review.
- **Dimensional Requirements.** The proposed building addition meets all dimensional requirements as specified in 7.04 of the Zoning Ordinance, except for potentially two. First, proposed building height, which is not indicated (though we expect that it is less than 35 feet). We recommend the Planning Commission discuss this with the applicant.

  Second, rear yard setbacks may potentially be unmet. This is the result of discrepancies in the western property line that result in a 50-foot-wide overlap in deed descriptions. If the applicant's assumption is correct, then the rear property line is 200 feet west of the

Butternut right-of-way (ROW), and therefore the proposed structure would be located 38 feet from the western property line and compliant with the zoning ordinance.

However, if the other described property line is correct, the proposed building would encroach approximately 7.5 feet into the rear yard setback. This issue is discussed further in the site plan review standards below and will need to be rectified before the Planning Commission can approve the site plan.

Dimensional Standard	Required	Proposed
Minimum front yard	50 feet	**~95 feet**
Minimum side yard	10 feet	**10 feet**
Minimum rear yard	15 feet	**~38 feet** (L.962, P. 855 & L. 2170, P. 600) or **~7.5 feet** (L. 2829, P. 384; L. 5619, P.505 & Doc. No. 2010-0047041)
Maximum building Height	35 feet	**Unknown**
Minimum lot width	100 feet	**200 feet**
Minimum lot area (non-residential uses)	20,000 square feet	**45,128 square feet**

- **Williams & Works Involvement with Boundary Survey and 50' Overlap.** We note that the cover sheet on the planset states that the boundary and topographic survey was performed by Williams & Works. Williams & Works performed surveying services for Venture Engineering beginning in April of 2024. Our scope of work included design surveying services as well as a boundary survey. We received permission from the Township to do this work for Venture Engineering.

  Throughout the course of the project, we discovered discrepancies between the deed for the subject property and the deed for the adjoining property to the west, resulting in a 50-foot overlap. In addition, we recovered monumentation in the field that supported the descriptions provided in each of the deeds. Upon discovering the conflicting information in the current deeds, Williams & Works requested approval from Venture Engineering to order a chain of deeds search for the subject property and the parcel to the west. To my knowledge, Venture's client (Mr. Stygstra) did not approve this request.

  In October of 2024, Venture Engineering informed Williams & Works that they were no longer going to be involved in the project, and we distributed files for the work completed to date, which was complete with the exception of resolving the 50-foot overlap, as no new information had been provided to Williams & Works to move forward. Shortly thereafter, Mr. Stygstra contacted Williams & Works for assistance in wrapping up the project. We urged him to have a chain of deeds pulled for both properties. I did receive the information as requested and spent some time reviewing the documents that were provided. We suggested that Mr. Stygstra and the adjoining landowner to the west come

to an agreement on the location of the property line and have corrective deed(s) drafted and accompanied by a Survey plan to be recorded with the Ottawa County Recorder's Office so that the issue could be resolved going forward.

Mr. Stygstra advised that he was working with the adjoining landowner; however, Williams & Works was never contacted to assist with anything survey-related following this exchange. The final correspondence that Williams & Works had with Mr. Stygstra regarding this project was in February of 2025, when he reached out to us to engage in engineering services. At that time, we were told that nothing to correct the overlap had occurred, but he "did present all the info to the neighbor and he is working on it."

Williams & Works engineering group decided to pass on the request due to a potential conflict of interest since we serve as the Township's planning consultant. This was the last contact that we had with Mr. Stygstra regarding this project.

In reviewing the plans prepared by Holland Engineering, last revised September 23, 2025, we note that the boundary and topographic survey that was prepared by Williams & Works has been utilized. Per the above explanation of our involvement in this project, we do not consider our survey to be complete, as the 50-foot overlap was never resolved by our office and the Surveyor assigned to said project never signed and sealed the survey.

- **Access.** Site access from Butternut is proposed via a new driveway, consolidated from the two existing drives on site. We note that the site plan indicates this driveway to be both 23 feet in width near the parking lot and 24 feet in width measured back-of-curb to back-of-curb. The Zoning Ordinance requires 24-foot-wide drive aisles. The new proposed access from Butternut appears adequate in all other regards. A driveway permit from the Ottawa County Road Commission will be required.
- **Lighting, Landscaping, and Signage.** No lighting or signage details have been provided by the applicant. A landscaping plan was provided that indicates the applicant intends to install 36 shrubs, two canopy trees, and two ornamental trees in the front yard between the parking lot and the road ROW.
- **Stormwater.** Stormwater calculations were not provided by the applicant. However, stormwater infrastructure is proposed for the site, including catch basins and a retention basin at the rear of the proposed building. The stormwater basin is partially within the 50' overlay area, so this should be rectified prior to approval. Otherwise, the Planning Commission may wish to consult with the Township Engineer to ensure adequate stormwater management.
- **Parking.** The Zoning Ordinance does not require a minimum number of parking spaces for storage facilities, instead stating that the "applicant shall demonstrate parking demand." The applicant has indicated 14 9-foot by 20-foot parking spaces on the site plan, including one barrier-free space. 70 feet of additional maneuvering space is available in front of each unit where vehicles can be parked for loading and unloading.

Site Plan Review Criteria. Section 19.05 of the Zoning Ordinance sets forth several criteria that must be considered by the Planning Commission if a site plan is to be approved. Those criteria, along with our remarks, are as follows:

(a) That there is a proper relationship between the existing streets and highways within the vicinity, and proposed deceleration lanes, service drives, entrance and exit driveways, and Parking Areas to assure the safety and convenience of pedestrian and vehicular traffic, and that the proposed streets and Access plan conform to any street or Access plan adopted by the Township or the Ottawa County Road Commission.

Remarks: The proposed consolidated access drive from Butternut on site appears adequate in design. Permission for the new driveway access from the Ottawa County Road Commission may be addressed as a standard of approval.

(b) That the Buildings, Structures, and entrances thereto proposed to be located upon the premises are so situated and so designed as to minimize adverse effects upon owners and occupants of adjacent properties and the neighborhood.

Remarks: The design of the site is unlikely to have any adverse effects on neighboring property, though screening is addressed elsewhere in this memo. The property line issue must also be rectified. While property disputes are not uncommon and often inconsequential, in this case the applicant is proposing modifications to portions of the site that are located within the 50-foot overlap in deed descriptions. This discrepancy will need to be rectified before the Planning Commission can approve the site plan.

(c) That as many natural features of the landscape shall be retained as possible, particularly, where they furnish a barrier or buffer between the project and adjoining properties used for dissimilar purposes and where they assist in preserving the general appearance of the neighborhood or help control erosion or the discharge of storm waters.

Remarks: There are no significant natural features on-site outside of an existing wooded area on the western third of the site within the deed overlap area. The applicant intends to remove these trees to accommodate a retention basin.

(d) That any adverse effect of the proposed development and activities emanating therefrom upon adjoining residents or owners shall be minimized by appropriate screening, fencing, walls or landscaping.

Remarks: The applicant is proposing screening in the front yard, though it does not appear any screening is proposed for the properties to the north and south. The Planning Commission may wish to discuss screening with the applicant and may require a fence or other visual barrier as a condition of approval.

(e) That all provisions of this Ordinance are complied with unless an appropriate Variance therefrom has been granted by the Zoning Board of Appeals.

Remarks: All provisions of the Ordinance are met, with the potential exception of rear yard setbacks, building height, and driveway width. Which, as discussed above, will need to be clarified with the applicant.

(f) That all Buildings and Structures are accessible to emergency vehicles.

Remarks: This standard is likely met, though the Planning Commission may wish to defer comments to the Township Fire Department.

(g) That a plan for erosion control and storm water discharge has been approved by the appropriate public agency.

Remarks: The applicant proposes a stormwater basin to the rear of the parcel, partially in the area that is part of the 50' overlap in deed descriptions. The property boundaries will need to be rectified before approval. The Township Engineer or County should review and approve the provisions for stormwater management.

(h) That the plan as approved is consistent with the intent and purpose of zoning to promote public health, safety and general welfare; to encourage the use of lands in accordance with their character and adaptability to avoid the overcrowding of population; to lessen congestion on the Public Streets; to reduce hazards to life and property; to facilitate adequate provisions for a system of transportation, sewage disposal, safe and adequate water supply, education, recreation, and other public requirements; and to conserve the expenditure of funds for public improvements and services to conform with the most advantageous uses of land, resources, and properties; to preserve property values and Natural Resources; and to give reasonable consideration to character of a particular area, its peculiar suitability for particular uses and the general appropriate trend and character of land, Building, and population development.

Remarks: Given that the site is zoned and planned for commercial uses, and that few utilities and public provisions will be needed for the new building, it is likely that this proposed building would have few negative effects on the community as a whole. Issues with screening and property boundaries will need to be addressed, and the Planning Commission may place conditions onto an approval as seen fit.

Special Use Review Standards. Section 18.03 of the Zoning Ordinance sets forth several standards that must be met by the Planning Commission if a special land use is to be approved. Those criteria, along with our remarks, are as follows:

1. The proposed special land use shall be consistent with the Master Plan.

   Remarks: The new Master Plan's future land use map indicates that the property is within the Neighborhood Mixed Use future land use designation, which calls for "low-intensity businesses such as personal services, small offices (including medical offices), and convenience stores, as well as religious institutions, schools, and similar uses." Further, the plan recommends buildings be built with high-quality materials that are architecturally compatible with the surrounding neighborhood. We note this as

surrounding land uses at this point in time are still residential, and the applicant has not submitted building elevations or building specs for review. In our opinion, storage units in this area are generally consistent with the Master Plan, as they are common in Port Sheldon Township, and this land use is anticipated in the commercial zoning district. However, building elevations should be provided that indicate consistency with the Master Plan.

2. The proposed special land use shall be designed, constructed, operated, and maintained to be consistent with the existing or intended character of the general vicinity and that such a use will not change the essential character of the area in which it is proposed.

   Remarks: This area is generally residential, though zoned for commercial uses and also planned as such in the new Master Plan. Therefore, we do not believe that contractor storage units would change the essential character of the area.

3. The proposed special land use shall not be hazardous or disturbing to Existing or future uses in the same general vicinity and in the community as a whole.

   Remarks: This is addressed in the standard above.

4. The proposed special land use shall be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, stormwater drainage, refuse disposal, water and sewage facilities and schools, or Persons or agencies responsible for the establishment of the proposed special land use shall be able to provide adequately for such services.

   Remarks: Minimal public facilities will likely be needed for the proposed use, and the applicant has indicated a private well and septic system are planned for on-site. The Planning Commission may discuss the need for water and wastewater facilities on the property with the applicant.

5. The proposed special land use shall not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

   Remarks: Minimal public facilities or services will likely be needed for the proposed use, and adverse impacts on the economic welfare of the community are unlikely. However, the Commission may discuss with the applicant the potential users of the property and the impact that they may have on the community.

6. The proposed special land use shall not involve uses, activities, processes, materials and equipment or conditions of operation that will be detrimental to any Person, property or the general welfare of the community by reason of excessive production of traffic, noise, vibration, smoke, fumes, glare or odors.

Remarks: It is not expected that any detrimental conditions would result from the approval of the building, though the Planning Commission may wish to discuss what would be stored in the proposed building.

7. The proposed special land use shall ensure that the environment shall be preserved in its natural state, insofar as practicable, by minimizing tree and soil removal, and by topographic modifications that result in maximum harmony with adjacent areas.

   Remarks: Development of the building would result in the removal of trees from the property. No other significant natural features are present on the site.

Specific Special Land Use Standards – Contractor Storage. Section 18.11 establishes specific special land use standards for construction and contractor storage yards. These standards, along with our remarks, are as follows:

1. The area of a site proposed for use as a construction supplier shall not be less than one (1) acre in size.

   Remarks: This standard is met.

2. The site shall be Fenced on both sides and rear with chain link or similarly durable fencing not less than six (6) feet nor more than eight (8) feet in height.

   Remarks: A chain link fence is proposed in the western portion of the site, but it does not appear to connect to the southwest corner of the building.

3. No building materials, scrap, or equipment shall be stored outdoors in any configuration higher than the surrounding fencing or screening.

   Remarks: This may be addressed as a condition of approval.

4. Construction and Contractor Yards shall be designed and operated in a manner that minimizes dust, noise, glare, fumes, and similar impacts from adversely affecting neighboring properties.

   Remarks: We find that these issues are unlikely with the nature of the proposed development, though they may also be addressed as a condition of approval.

Recommendation. At the October 22 meeting, the Planning Commission should carefully listen to the comments of the applicant and the public regarding the application for the proposed special land use. As a result of the aforementioned issues with property boundary, we cannot recommend an approval of the site plan at this time.

Our recommendation is that the Planning Commission postpone a decision on the application and direct the applicant to come to an agreement on the location of the property line with the adjacent owner and have corrective deed(s) drafted and accompanied by a survey plan to be recorded with the Ottawa County Register of Deeds.

If the Planning Commission receives satisfactory evidence that the property line issue has been resolved and is inclined to approve the request, we would recommend the following conditions:

1. No demolition or earthwork shall be undertaken on the site until all appropriate permits have been secured consistent with this site plan approval and copies of such permits have been submitted to the Township.
2. Prior to issuance of any Township permits, the applicant shall have paid all application, permit, and other fees related to the request.
3. The applicant shall comply with any stipulations of the Township Fire Department.
4. Any outdoor lighting fixtures shall be downward facing and fully cut-off to the satisfaction of the Zoning Administrator.
5. Any signage details shall be submitted for review and approval by the Zoning Administrator.
6. No building materials, scrap, or equipment shall be stored outdoors. Personal items such as recreational vehicles, automobiles, and similar items shall not be stored on the premises.
7. The site shall be operated in a manner that minimizes dust, noise, glare, fumes, and similar impacts from adversely affecting neighboring properties.

As always, please feel free to contact me if there are any questions.

MASTER DEED
PORT SHELDON CONTRACTORS CONDOMINIUM

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

Ottawa County Condominium Subdivision Plan No. _____

1. Master Deed establishing:	Port Sheldon Contractors Condominium, Condominium Project.
2. Exhibit A to Master Deed:	Condominium Bylaws of Port Sheldon Contractors Condominium.
3. Exhibit B to Master Deed:	Condominium Subdivision Plan for Port Sheldon Contractors Condominium.
4. Exhibit C to Master Deed:	Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

No interest in real estate is being conveyed by this instrument. No revenue stamps are required.

This Master Deed Prepared by:

William A. Sikkel, Esq.
Sikkel & Krommendyk, PLC
320 N 120th Ave, Ste 150
Holland, MI 49424
(616) 394-3025

PORT SHELDON CONTRACTORS CONDOMINIUM
MASTER DEED

This Master Deed is made _____, 2025, by **6O CONTRACTING, LLC**, a Michigan limited liability company of 6343 Butternut Dr, West Olive, MI 49460 (the "**Developer**"), pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "**Act**").

The Developer desires by recording this Master Deed, together with the Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** (both of which are incorporated in this Master Deed by reference and made a part of it), to establish the real property described in ARTICLE II below, together with the improvements located and to be located on it, and the appurtenances to it, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording of this Master Deed, establish Port Sheldon Contractors Condominium as a Condominium Project under the Act and does declare that Port Sheldon Contractors Condominium (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 stated in this Master Deed and Exhibits A and B to it, 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, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
Title and Nature

The Project is a commercial condominium comprising 7 units.

The Condominium Project shall be known as Port Sheldon Contractors Condominium, Port Sheldon Township, Ottawa County Condominium Subdivision Plan No. ____. 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, are depicted completely in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Owners the General Common Elements of the Condominium Project.

ARTICLE II
Legal Description

The land on which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in Port Sheldon Township, Ottawa County, Michigan and described as follows:

> Part of the North Half of the North Half of the Northwest Quarter of Section 27, Town 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan, described as: Beginning at a point on the West line of Butternut Drive, distant North 89 degrees 46 minutes 08 seconds West 1077.97 feet along the North line of Section 27 and South 11 degrees 59 minutes 00 seconds East 686.04 feet along the centerline of Butternut Drive and North 89 degrees 53 minutes 34 seconds West 51.13 feet from the North Quarter corner of Section 27 and proceeding thence along the South line of the North Half of the North Half of the Northwest Quarter of Section 27, North 89 degrees 53 minutes 34 seconds West 200.00 feet; thence North 11 degrees 59 minutes 00 seconds West 200.00 feet; thence South 89 degrees 53 minutes 34 seconds East 200.00 feet; thence along the West line of Butternut Drive, South 11 degrees 59 minutes 00 seconds East 200.00 feet to the point of beginning.

together with and subject to easements, mineral reservations, if any, restrictions, and governmental limitations of record. Also subject to the easements set forth on the Condominium Subdivision Plan attached as Exhibit B, or as declared and reserved in ARTICLE VII below.

ARTICLE III
Definitions

Certain terms are utilized not only in this Master Deed and Exhibits A and B to it, 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 Port Sheldon Contractors Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Port Sheldon Contractors Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms stated below shall be defined as follows:

1. *Act.* The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

2. *Association.* "Association" means Port Sheldon Contractors Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

3. *Bylaws.* "Bylaws" means Exhibit A to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(8) 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.

4. *Common Elements.* "Common Elements", where used without modification, means both the General and Limited Common Elements described in ARTICLE IV of this Master Deed.

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

6. *Condominium Premises.* "Condominium Premises" means and includes the land described in ARTICLE II above, all improvements and structures on it, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

7. *Condominium Project, Condominium or Project.* "Condominium Project", "Condominium" or "Project" each means Port Sheldon Contractors Condominium as a Condominium Project established in conformity with the Act.

8. *Condominium Subdivision Plan.* "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

9. *Consolidating Master Deed.* "Consolidating Master Deed", means the final amended Master Deed, if any, which shall describe Port Sheldon Contractors Condominium as a completed Condominium Project and shall reflect the land area, if any, as contracted, expanded, or converted pursuant to this Master Deed from time to time, and all Units and Common Elements resulting, and which shall fully describe the Condominium Project as completed, including the final readjusted percentages of value assigned to each Condominium Unit. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Ottawa County Register of Deeds confirming that the Units and Common Elements as built are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

10. *Developer.* "Developer" means 6O Contracting, LLC, which has 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 those terms are used in the Condominium Documents. "Developer" does not include a real estate broker acting as agent for the Developer in selling Condominium Units.

11. *Development and Sales Period.* "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer under them, shall be deemed to continue for so long as either Developer, or an entity in which either Developer is a general partner, member, or stockholder, continues to own any Unit in the Project.

12. *First Annual Meeting.* "First Annual Meeting" means the initial meeting at which non-developer Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

13. *Owner.* "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination of them who or which owns one or more Units in the

Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "co-owner".

14. *Transitional Control Date.* "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

15. *Unit or Condominium Unit.* "Unit" or "Condominium Unit" each mean a single Unit in Port Sheldon Contractors Condominium, as the space may be described in ARTICLE V, Section 1, of this Master Deed and on Exhibit B to it, and shall have the same meaning as the term "Condominium Unit" is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer is not obligated to install any structures within the Units or their appurtenant Limited Common Elements.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference in this Master Deed is made to one gender, it shall include a reference to any and all genders where the same would be appropriate; similarly, whenever any reference in this Master Deed is made 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, and the respective responsibilities for maintenance, decoration, repair or replacement of them, are as follows:

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

(a) **Land**. The land described in ARTICLE II of this Master Deed (other than those portions of the land described in ARTICLE V, Sections 1 and 2, below, and in the Condominium Subdivision Plan as constituting Units or Limited Common Elements), together with all easements described in this Master Deed or the Condominium Subdivision Plan, parking areas, parking spaces, lawns and landscaping not identified as Limited Common Elements.

(b) **Easements**. All beneficial ingress, egress, utility, storm drainage and other applicable easements, and the rights provided therein, specifically identified on the Condominium Subdivision Plans as General Common Elements.

(c) **Electrical**. The electrical wiring throughout the Project, including that contained within Unit walls, up to the point of connections with, but not including electrical fixtures, plugs and switches within any Unit.

(d) **Gas**. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connections with, but not including, gas fixtures within any Unit.

(e) **Improvements**. All of the improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit (unless otherwise expressly provided in the Condominium Documents).) as shown on the Condominium Subdivision Plan. Those structures and improvements that now or after this date are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(f) **Storm Sewer**. The storm sewer system throughout the Project, including the retention basin as shown on the Condominium Subdivision Plan.

(g) **Site Lighting**. Any lights designed to provide illumination for the Condominium Premises as a whole.

(h) **Telecommunications**. The telecommunications system, including cable television, communications, telephone, and/or optical fiber wiring, if and when it may be installed throughout the Project, up to the point of connections with, but not including, the plugs, telephone and computer facilities within any Unit.

(i) **Well and Septic System**. The well and septic system located within the Project, including the related septic fields, as shown on the Condominium Subdivision Plan, up to the point of connections with, but not including plumbing fixtures within any Unit.

(j) **Building Elements**. The foundations, footings, support columns, roofs, perimeter walls (including drywall, but excluding doors and windows) and other walls as shown on the Condominium Subdivision Plan (including chimneys), and any ceilings and floors outside the boundaries of the Units.

(k) **Entry Improvements**. The entry signage and other improvements located at or near the entrance to the Project, if any.

(l) **Fencing**. Fencing located within the Project as shown on the Condominium Subdivision Plan.

(m) **Retaining Wall**. The retaining wall located within the Project as shown on the Condominium Subdivision Plan.

(n) **Other**. Such other elements of the Project not designated in this Master Deed or its Exhibits as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads), and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of the Owners' interest in them, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The public utility companies may install and maintain utility lines where reasonably necessary within the General and Limited Common Elements of the Condominium Project.

2. **Limited Common Elements**. The Limited Common Elements, which, except as otherwise provided in this section, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit), and shall be subject to the exclusive use and enjoyment of the Owners of such Unit or Units, or their designees, are:

(a) **Interior Unit Surfaces**. The interior surfaces of perimeter walls, ceilings and floors located within a condominium Unit (if there are drop ceilings, "ceiling" shall mean the ceiling above the drop ceiling).

(b) **Windows, Doors, Sliders and Screens.** The windows, doors (including garage doors and their opening mechanism) located within or adjacent to any Unit perimeter wall, which will be appurtenant to the Unit served by such windows, and doors.

(c) **Heating and Cooling Appliances**. The separate furnace, water heater, air-conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively, if any.

(d) **Entrances and Canopies**. The entrances to the condominium Units and any canopy covering them.

(e) **Other**. Any other structure or fixture not defined as a general common element or otherwise defined as a limited common element that is intended to serve fewer than all of the units in the Project, and that is constructed or installed outside the unit or units it serves.

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

(a) **Association.** Except as provided below, the Association shall maintain, decorate, repair and replace, as a general expense of administration, all General Common Elements, except to the extent of repair or replacement due to the act or neglect of an Owner or its agent or invitee, for which such Owner shall be wholly responsible.

(b) **Unit Owners.** Unit owners shall maintain, decorate, repair and replace all Limited Common Elements. Unit Owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements within the Unit; provided, that the exterior appearance of all such structures and improvements (to the extent visible from any other Unit or Common Element), shall be subject at all times to the approval of the

Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations.

(c) **Utilities**. Each Unit Owner shall be responsible for payment of gas and electric utilities which are separately metered for each unit. Water service shall be on shared meters with charges paid by the Association, and assessed to the Unit owners.

(d) **Minimum Heating Requirements**. General Common Element water lines are located within and/or above Unit walls and ceilings. So as to prevent the water lines from freezing, each unit owner will be required to keep their units heated to a minimum of 45 degrees Fahrenheit at all times. A unit owner who fails to heat their unit in accordance with this provision will be liable for any damages caused to the Common Elements, or to any other unit, or unit contents within the Project.

(e) **Failure to Maintain**. While it is intended that each Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of those areas identified in Sections 3(b) and (c), it is nevertheless a matter of concern that an Owner may fail to properly maintain such areas in a proper manner and in accordance with the standards set forth by the Association.

In the event an Owner fails, as required by this Master Deed, the Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain the areas identified in Sections 3(b) above, the Association (or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such reasonably uniform, periodic maintenance functions with respect to these area as it may deem appropriate.

Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instances to be borne by an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and 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 the imposition of fines.

4. **Use of Units and Common Elements**.

(a) No Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will unreasonably interfere with or impair the rights of any other Owner in the use and enjoyment of its Unit or the Common Elements.

(b) Public utilities furnishing services to the Condominium Project, such as electricity, gas, water, sewage disposal and telephone, shall have access to the Common

Elements and the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services shall be an expense of administration, to be assessed against all co-owners in accordance with the Condominium Bylaws attached as Exhibit A.

5. **Power of Attorney**. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer during the Development and Sales Period, and after that time the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements.

ARTICLE V
Unit Description and Percentage of Value

1. **Description of Units**. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Port Sheldon Contractors Condominium as prepared by Holland Engineering, Inc. There are 7 Units in the Condominium Project. Each Unit shall consist of all that space contained within the interior surface of the finished, unpainted, perimeter walls and ceilings, and from the finished subfloor, all as shown on the floor plans and sections on the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances to it but excluding any Common Elements located within the space so described. Detailed architectural plans for the Condominium Project have been placed on file with Port Sheldon Township.

2. **Percentage of Value**. The total value of the Project is 100%. All Units are assigned an equal percentage of value because all Units are expected to have equal allocable expenses of maintenance. The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association.

3. **Modifications of Units**. The number, size or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or purchaser and mortgagee of it. The Developer may also, in connection with any such amendment, readjust the Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Owners, mortgagees of Units and other persons interested or to become interested in the Project

from time to time shall be deemed to have unanimously consented to any amendment or amendments to this Master Deed necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with it. All such interested persons irrevocably appoint the Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

ARTICLE VI
Convertible Areas

The Condominium is established with convertible areas in accordance with the provisions of this Article and the Act:

1. **Designation of Convertible Areas**. All present and future Common Elements and Units, whether or not so designated on the Condominium Subdivision Plan, are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded or converted is 10 Units. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with commercial uses and with the structures and improvements on the other portions of the Project, as determined by Developer in its sole discretion.

2. **Developer's Right to Convert**. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the number, size, location and configuration of any Unit that it owns or Common Elements in the Project, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements.

3. **Developer's Right to Make Other Improvements**. The Developer reserves the right from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct entrance monuments, statuary or other improvements to the Condominium Premises. The precise location, design and composition of those improvements shall be determined by the Developer in its sole judgment but nothing in this paragraph shall obligate the Developer to make any such improvements whatever. If constructed or installed, the improvements shall be General Common Elements and the costs of maintenance, repair and replacement of them shall be an Association expense.

4. **Restrictions on Conversion**. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with commercial use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject

only to the requirements of local ordinances and building authorities, including the Port Sheldon Township.

5. **Consent Not Required.** The consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

6. **Amendment of Master Deed**. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value stated in ARTICLE V shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Project resulting from the amendment or amendments to this Master Deed. Except as otherwise limited by the Condominium Documents, the precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original percentages of value for the Project. The amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by the amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached to it as may be reasonably necessary i) to effectuate the redefined Units added, and ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

ARTICLE VII
Consolidation or Relocation of Units, Limited Common Elements

Without the consent of any person other than the affected mortgagee, one or more Owners may subdivide, consolidate or relocate the boundaries of a Unit and appurtenant Limited Common Elements by written request to the Association in accordance with Sections 48 and 49 of the Act and this Article as follows:

1. **Subdivision of Units**. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection with them, and proportionately reallocating the undivided interest in Common Elements and the percentages of value. The Owners requesting the subdivision shall bear all costs of the amendment. The subdivision shall not be effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Register of Deeds.

2. **Consolidation of Units or Portions of Them; Relocating of Boundaries**. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, combining and re-identifying the Units involved, proportionately reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Owners involved in the relocation of boundaries. The Owners requesting consolidation of Units or relocation of boundaries shall bear all costs of the amendment. The relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Register of Deeds.

3. **Limited Common Elements**. Limited Common Elements shall be subject to assignment, reassignment, diminution, omission and all other necessary modification in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

ARTICLE VIII
Easements

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 any other maintenance after rebuilding in the event of any destruction. There shall also be easements to, through and over those portions of the land, for the continuing maintenance and repair of all utilities in the Condominium.

2. **Grant of Easements by Association**. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors action 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 Condominium Premises, as it may be expanded or

converted, for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, as it may be expanded or converted, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to it be varied, without the consent of each person benefited by it.

3. **Easements for Installation, Maintenance, Repair and Replacement**. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, as it may be expanded or converted, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of installation, maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the buildings and all other appurtenances and improvements constructed or otherwise located within its Unit, and its Limited Common Elements it is nevertheless a matter of concern that an Owner may fail to properly maintain its Unit or any Limited Common Elements appurtenant to it or any improvements in it in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations or other policies promulgated by the Developer or by the Association. Therefore, in the event an Owner fails, as required by the Master Deed, the Bylaws or any rules and regulations or policies of the Association or the Developer, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located in it or any Limited Common Elements appurtenant to it the Association (or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable with its monthly assessment next falling due; further, the lien for nonpayment 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.

4. **Utility Easements**. Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus

utilizes , taps, ties into, extends or enlarges any utilities located on the Condominium Premises it will be obligated to pay off of the expenses reasonably necessary to restore the condominium property to its state immediately prior to such utilization, tapping, tying in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises will be borne by all such persons proportionately based upon the ratio of the number of utility users located in the Condominium and upon the adjoining land to the total number of utility users sharing the utilities.

5. **Telecommunications Agreements**. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively the "Telecommunications") to the Project or any Unit in it. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contractor agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

6. **Roadway and Driveway Easement**. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

7. **Miscellaneous**. The Condominium Subdivision Plan depicts various private and public utility easements, including by way of illustration and not limitation, storm water, water, sanitary sewer, gas, electrical and telecommunications easements. Most of the easements have not been created before the date of this Master Deed. All such easements not previously created prior to the recording of this Master Deed, are hereby created for the purposes stated in the Condominium Subdivision Plans.

8. **Termination of Easements**. Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected

by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE IX
Lease of Units

Developer reserves the right to lease any unsold Unit, without notice to anyone except the Association as required in Article VI of the Bylaws, without the consent of the Owners or any other person, and without approval of the Association, to any tenant, provided that Developer shall include in any such lease a provision obligating the tenant to abide by the Bylaws and rules of the Association.

ARTICLE X
Amendment and Termination

1. **Pre-Conveyance Amendment**. If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the Ottawa County Register of Deeds Office.

2. **Post-Conveyance Amendments**. If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Nonmaterial changes**. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

(b) **Material changes**. An amendment may be made, even if it will materially alter or change the rights of the Owners or mortgagees, with the consent of not less than two-thirds of the Owners and mortgagees; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit maybe rented be modified without the consent of the Developer and each affected Owner, Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of Units,

shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) **Compliance with law**. Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations, or orders adopted by the Michigan Department of Licensing and Regulatory Affairs or its successor or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) **Reserved Developer rights**. A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. Pursuant to Section 90 of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, for a period ending one year after the expiration of the Development and Sales Period, to amend this Master Deed and the other Condominium Documents without approval of any Owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of an Owner or mortgagee, in which event Owner and mortgagee consent shall be required as provided in this Article. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

(e) **As-built plans**. A Consolidating Master Deed or amendment to the Master Deed with as-built Plans attached shall be prepared and recorded by the Developer within one year after construction of the Project has been completed.

(f) **Costs of amendments**. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

3 **Project Termination**. If there is an Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

(a) **Termination agreement**. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the Ottawa County Register of Deeds Office.

(b) **Real property ownership**. Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each

Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

(c) **Association assets**. Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to interested parties**. Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

4. **Mortgagee Consent**.

(a) To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies.

(b) The date on which the proposed amendment is approved by the requisite majority of Owners is considered the "control date."

(c) Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one (1) or more Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Unit.

(d) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

(1) A copy of the amendment or amendments as passed by the Owners.

(2) A statement of the date that the amendment was approved by the requisite majority of Owners.

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

(4) A statement containing language in substantially the form described in subsection (e).

(5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee.

(7) The date by which the mortgagee must return its ballot.

(e) The notice provided by subsection (d) shall contain a statement in substantially the following form:

"A review of the Association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in Port Sheldon Contractors Condominium. The Owners of the Condominium adopted the attached amendment to the Condominium Documents on (control date). Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one (1) vote for each Unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it."

(f) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the first mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(g) The Association shall mail the notice required under subsection (d) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(h) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

(i) Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(1) Termination of the Project.

(2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

(3) A reallocation of responsibility for maintenance, repair, replacement or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagees mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(5) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.

(7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

5. **Withdrawal from Project**. If Developer has not completed development and construction of the entire Condominium Project, including proposed improvements whether identified as "must be built" or "need not be built," during a period ending the later of ten (10) years from the date of commencement of construction by the Developer or six (6) years from the last date on which the power to expand or contract was last exercised by the Developer, the Developer, its successors or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Owners or mortgagees of Units in the Project, or any other party having an interest in the Project.

ARTICLE XII
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 it 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 Ottawa County Register of Deeds.

[*signatures on following page*]

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

6O CONTRACTING, LLC,
a Michigan limited liability company

By: _____
Ryan Stygstra
Its: Member

Acknowledged before me in Ottawa County, Michigan, on _____, 2025, by Ryan Stygstra, as Member of 6o Contracting, LLC, a Michigan limited liability company, on behalf of the company.

_____
William A. Sikkel
Notary Public, State of Michigan, County of Ottawa
Acting in the County of Ottawa
My commission expires: March 28, 2026

Drafted by, and after recording return to:
William A. Sikkel, Esq.
Sikkel & Krommendyk, PLC
302 N 120th Ave, Ste 150
Holland, MI 49424
(616) 394-3025

PORT SHELDON CONTRACTORS CONDOMINIUM

EXHIBIT A
Bylaws

ARTICLE I
Association of Owners

Port Sheldon Contractors Condominium, a commercial Condominium Project located in the Port Sheldon Township, Ottawa County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, 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 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(8) of the Michigan Condominium Act, as amended (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an 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 Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit in it or the Common Elements of it shall be subject to the provisions and terms of the Condominium Documents.

ARTICLE II
Membership and Voting

1. **Membership.** Each Owner of a Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit. Any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

2. **Vote**. Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

3. **Eligibility to Vote**. No Owner, other than the Developer, 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 Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote equal to the percentage of value assigned to such Unit, for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

4. **Definition of Voting Representative**. Each 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 Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

5. **Quorum**. The presence in person or by proxy of 35% of the Owners in number and qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. 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.

6. **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.

7. **Majority**. A majority, except where otherwise provided in these Bylaws, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority stated above and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or be written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE III
Meetings

1. **Place of Meeting**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the 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, Robert's 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.

2. **First Annual Meeting**. The First Annual Meeting of members or the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Port Sheldon Contractors Condominium have been sold and the purchasers have been qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members unless so designated as the First Annual Meeting in writing by the Developer. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice shall be given to each Owner.

3. **Annual Meetings**. Annual meetings of members of the Association shall be held before April 30 of each succeeding year after the year in which the First Annual Meeting is held, on such date and 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 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

4. **Special 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 its purpose as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 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.

5. **Adjournment**. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

6. **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 inspectors of election (at annual meetings or special meetings held for the purpose of electing 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.

7. **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 4 of this Article 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.

8. **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 is 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 of it. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9. **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 stated in it. 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 IV
Advisory Committee

Within 1 year after the initial conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non-developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting

strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

ARTICLE V
Board of Directors

1. **Number and Qualification of Directors**. The Board of Directors shall be comprised of not less than three nor more than seven directors as shall be fixed from time to time by the Board of Directors. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

2. **Election of Directors**.

(a) **First Board of Directors**. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owner to the Board. Elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Owners to Board Prior to First Annual Meeting**. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% in number of the Units that may be created, at least 1 director and not less than 25% of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-developer Owners.

(c) **Election of Directors at and After First Annual Meeting**.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before conveyance of 90% of such Units, the non-developer Owners shall elect all Directors of the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Owners under subsection (b) results in a right of non-developer Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units permitted within the Condominium Project as stated in the Master Deed.

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 to be exercised and done by the Owners.

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:

(a) To manage and administer the affairs of and to maintain the Condominium Project and its Common Elements.

(b) To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate any proceeds from the insurance.

(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 in number and in value.

(h) To make rules and regulations in accordance with Article XIII, Section 15 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees 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.

5. **Management Agent**. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services

as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

6. **Vacancies**. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

7. **Removal**. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

8. **First Meeting**. The first meeting of a newly elected Board of Directors shall be held within 10 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, provided a majority of the whole Board shall be present.

9. **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 a majority of 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 10 days prior to the date named for such meeting.

10. **Special Meetings**. Special meetings of the Board of Directors may be called by the President on 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 two Directors.

11. **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 meetings of the Board shall be deemed a waiver of notice by him of the time and place. 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.

12. **Quorum**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting, shall constitute the presence of such Director for purposes of determining a quorum.

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

ARTICLE VI
Officers

1. **Officers**. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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 Vice President 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 of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President**. The Vice President 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 Vice President is able to act, the Board of Directors shall appoint some

other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **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.

(d) **Treasurer**. The Treasurer shall have responsibility for the Association's 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 moneys 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.

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.

3. **Removal**. Upon affirmative vote of a majority of the members 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.

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 VII
Seal

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed on it the name of the Association, the words "corporate seal", and "Michigan."

ARTICLE VIII
Finance

1. **Records**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The books, records and contracts concerning the administration and operation of the Condominium Project shall be available for examination by any of the Owners and their

mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once each year a financial statement, the contents of which shall be defined by the Association. Unless the Association "opts out" as provided herein, the Association on an annual basis shall have its books, records, and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the Statements on Auditing Standards or the Statements on Standards for Accounting and Review Services, respectively, of the American Institute of Certified Public Accountants. The Association of co-owners may opt out of the audit requirements on an annual basis by an affirmative vote of a majority of the co-owners by any means permitted under these Bylaws. The costs of any such audit or review and any accounting expenses shall be expenses of administration.

2. **Fiscal Year**. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

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 the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest bearing obligations of the United States Government.

4. **Construction Liens**. A construction lien arising as a result of work performed upon a Unit or Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Units owned by the Developer at the time of recording the claim of lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

ARTICLE IX
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 where 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 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 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 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners. Further, the Board of Directors is authorized to 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 X
Assessments

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as stated in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners of it in accordance with the following provisions:

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 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 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.

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

(a) **Regular Assessments**. 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 proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves (the "**Expenses of Administration**").

An adequate reserve fund for major maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the minimum amount stated below on or before the Transitional Control Date and after that must be maintained by regular monthly payments as stated in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. **Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Owners 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 Owner and the assessment of the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding $5,000.00 annually for the entire condominium Project, or in the event of emergencies, 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 Owner consent, to levy assessments pursuant to the provisions of Article V, Section 4. 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, and shall not be enforceable by any creditors of the Association or of the members.

(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 Owners to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $7,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 of this Article, or (3) assessments for any other appropriate purpose. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Owners in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members and shall not be enforceable by any creditors of the Association or of the members.

3. **Apportionment of Assessments and Penalty for Default**. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. In addition, the Board of Directors may issue special assessments, if ordered by the Township, as contemplated by the Master Deed.

Annual assessments as determined in accordance with Section 2(a) above, shall be payable by non-Developer Owners in 12 equal monthly installments, or at such regular intervals as the Board shall from time to time determine, 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 the assessment, or any part of it, is not paid to the Association in full on or before the due date for the payment. Each installment in

default for 10 or more days may bear interest from its initial due date at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX below, levy fines for late payment of assessments in addition to interest. Each Owner (whether 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 and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner of it, except a land contract purchaser from any Owner including Developer shall be so personally liable and the 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. 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 attorney's 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. Any special assessment ordered by the City, as contemplated by the Master Deed, may be payable in the year of the assessment.

4. **Waiver of Use or Abandonment of Unit**. No 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.

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 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. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon 7 days written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner of it or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings**. Each 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 (including expenses of collection as described in paragraph (d) below) 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 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. **THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A "POWER OF SALE."** Further, each 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. **EACH 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.** The Owner of a Unit subject to foreclosure pursuant to Article 108 of the Act, and any purchaser, grantee, successor, or assignee of the Owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption together with the expenses of collection described in paragraph (d) below. The mortgagee of a first mortgage of record of a Unit shall give notice in accordance with Section 108(9) of the Act to the Association of the commencement of foreclosure of the first mortgage.

(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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent 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 under these Bylaws if the default is not cured within 10 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, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the above date of mailing. If the delinquency is cured within the 10 day period, the Association may take such remedial action as may be available to it under these Bylaws or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent 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, collection and late charges, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, and fines in accordance with the Condominium Documents shall be chargeable to the Owner in default and shall be secured by the lien on his Unit.

6. **Liability of Mortgagee**. Notwithstanding any other provisions of the Condominium Documents, 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 that have priority over the first mortgage under Section 108 of the Act).

7. **Financial Responsibility of the Developer**. The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association during the Development and Sales Period. Notwithstanding the foregoing sentence, Developer shall pay all costs related to any offices, model Units, or other facilities it maintains on the Condominium Premises.

(a) **Pre-Transitional Control Date Expenses**. Prior to the First Annual Meeting of the Owners, it will be the Developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the First Annual Meeting, the Developer will be liable for the funding of any continuing Association deficit incurred prior to the date of the First Annual Meeting. The Developer shall not be responsible for any further Association assessments or other financial obligation other than those specifically imposed on developers by the Act.

(b) **Post-Transitional Control Date Expenses**. After the First Annual Meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer, except for completed Units owned by the Developer. A "completed Unit" is a Unit for which a certificate of occupancy has been issued. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied against other Units in the Project and for all special assessments levied by the Association.

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

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.

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 Owners, and personal property taxes based thereon shall be treated as expenses of administration.

10. **Construction Lien**. A construction 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.

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, whether regular or special, interest, late charges, fines, costs, and attorney's fees against the seller or grantor (collectively referred to in this paragraph as the "unpaid assessments"). 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 exist, which statement shall be binding upon the Association for the period stated. 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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 of the Unit prior to all claims except real property taxes and first mortgages of record.

12. **Working Capital Deposit.** At the closing of a purchase of a Unit in the Project each Owner (other than a successor Developer) shall pay to the Association an amount equal to two (2) months of the regular monthly maintenance assessment installment at that time payable with respect to the Unit purchased as a working capital deposit for use by the Association. This obligation shall apply to both the original purchase of a Unit from the Developer and any subsequent purchase of the Unit, but shall not apply to any transfer of the Unit for less than One Hundred Dollars ($100.00) consideration, or via foreclosure of deed in lieu of foreclosure. Such payment shall be nonrefundable.

ARTICLE XI
Insurance

1. **Extent of Coverage**. The Association shall, to the extent appropriate in light of the nature of the General Common Elements, carry property and liability insurance (including without limitation, Directors' and Officers' coverage), and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Owners**. Each Owner shall be obligated and responsible for obtaining insurance coverage at his or her own expense for the interior of his or her Unit, including wall coverings, floor coverings, windows and screens, and all other improvements constructed or to be constructed within his or her Unit, and Limited Common Elements appurtenant to his or her Unit. It shall further be each co-owners' responsibility to obtain insurance coverage for his or her personal property located within his or her Unit or elsewhere in the Project. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner under these Bylaws. In the event of the failure of an Owner to obtain such insurance or to provide evidence of it to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums shall constitute a lien against the Owner's Unit which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article X of these Bylaws. Each Owner also shall be obligated to obtain insurance coverage for its personal liability for occurrences within the perimeter of or for the improvements located on its Unit, and also for any other personal insurance coverage that the Owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

(b) **Responsibilities of Association**. The Association shall purchase such insurance for the benefit of the Association, and the 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 Owners. Where possible, such insurance shall (i) take the form of a "master" or "blanket" type policy of single entity condominium insurance coverage and (ii) include what is commonly called "all risk" property coverage.

(i) Insurance of Common Elements and Fixtures. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding land, landscaping, pavement, foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein. The trim, fixtures, and furnishings within any Unit, and any improvements made by a co-owner within his or her Unit shall be covered by insurance obtained by and at the expense of the co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the co-owner and collected as a part of the assessment levied against the Owner. Such policies shall include an "Agreed Amount Endorsement" and if available an "Inflation Guard Endorsement" or their equivalent.

(ii) **Public Liability Insurance**. Comprehensive public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate (but in no event less than $1,000,000.00 single limit coverage), and shall cover the Association, each member, director and officer of it and the professional management agent. If possible, the Developer shall be named as an additional insured party on the Association's liability insurance.

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

(iv) **Proceeds of Insurance Policies**. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the 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 XII of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

2. **Authority of Association to Settle Insurance Claims**. Each 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 the Common Elements appurtenant to it, with 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 for such insurance, to collect proceeds and to distribute the same to the Association, the 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 Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

3. **Waiver of Right of Subrogation**. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

4. **Duplication of or Conflict in Coverage**. In the event of duplicate insurance coverage concerning a loss, coverage under the Unit Owner's policy shall be primary. In the event of a conflict between the Association's and/or the Owner's policy and the Condominium Documents, the Unit Owner's policy shall control to the extent insurance proceeds are available to cover the loss, and thereafter the Association's policy shall apply.

ARTICLE XII

Reconstruction or Repair

1. **Determination to Reconstruct or Repair**. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility for reconstruction or repairs, shall be made in the following manner:

(a) **General Common Element**. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements Within a Unit**. If the damaged property is a Unit, Limited Common Element or any improvements on the Unit, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Owner shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Unit or its Limited Common Elements and the improvements on it to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article XIII as soon as reasonably possible following the occurrence of the damage. Despite the foregoing language to the contrary, any damage to a Limited Common Element that is covered by the Association's insurance policy shall be repaired or replaced by the Association rather than the Owner to the extent insurance proceeds are available to cover the loss.

2. **Repair in Accordance with Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit and appurtenant Limited Common Elements unless the Owners shall unanimously decide otherwise.

3. **Association Responsibility for Repair**. Immediately after the occurrence of 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 place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 are insufficient, assessment shall be made against all 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 of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

4. **Timely Reconstruction and Repair**. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) **Taking of Unit or Improvements**. In the event of any taking of all or any portion of a Unit or any improvements on it by eminent domain, the award for such taking shall be paid to the Owner or the mortgagee of such Unit as their interests may appear. If an Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of such award, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements**. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as 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 reserved 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 Owners based upon the continuing value of the Condominium of 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 by any Owner.

(d) **Notification of Mortgagees**. In the event any Unit in the condominium, or any portion of it, or the Common Elements or any portion of it, 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 a first mortgage lien on any of the Units in the Condominium.

7. **Priority of Mortgagee Interests**. Nothing contained in the Condominium Documents shall be construed to give an 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 Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE XIII
Restrictions

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

1. **Permitted Uses.** Except as otherwise provided by these Bylaws, as they may be amended from time to time, Condominium Units may be used only for purposes allowed under applicable Port Sheldon Township zoning regulations.

2. **Residential Uses Prohibited**. Units may not be used as a dwelling place or place of habitation at any time.

3. **Signs**. No signs or any advertising may be displayed on any Unit at any time, other than signs advertising a unit for sale or lease, unless first approved in writing by the Developer during the Development and Sale Period, and the Association thereafter.

4. **Waste Disposal.** No trash, garbage, or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept inside of units except for short periods of time (not to exceed 24 hours before and 24 hours after the anticipated collection time) as may be reasonably necessary to permit periodic collection, not less often than once per week. The Association may limit trash collection to one or more specific days and/or require that all Co-owners contract for trash removal with the same waste hauler. Alternatively, the Association may elect to provide dumpsters for the use of Unit owners.

5. **Prohibited Conduct.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Owners, arising as a result of the provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner shall store flammable or hazardous substances in his Unit, except for common household agents such as propane tanks, gas cans for lawnmowers, mineral spirits, etc. or agents to be used in the Owner's regular course of business. No Owner shall do or permit anything to be done or keep or permit to be kept in 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 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.

6. **Animals**. No animal of any kind shall be kept overnight upon the Condominium Premises. Any owner who causes or permits any animal to be rough on the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage and/or liability which the Association may sustain as a result of the presence of such animal on the Condominium Premises.

7. **Vehicles and Parking**. No recreational vehicles, all-terrain vehicles, house trailers, boat trailers, boats, boat lifts, campers, motor homes, snowmobiles, snowmobile trailers, jet skis or other personal watercraft, may be parked or stored overnight within the Project unless fully inside a Unit. Anything stored inside a unit shall be completely within the unit and all garage doors must be kept closed at all times when they are not in use. No inoperable vehicle or vehicle without a valid license plate may be parked outside of a unit.

8. **No outdoor storage**. The parking lot or other General Common Element areas shall not be used for outdoor overnight storage.

9. **Furniture; Equipment**. Absent written approval of the Association, no furniture, equipment or other personal property shall be placed, located or stored outside of any Unit.

10. **Nuisances**. No nuisances shall be permitted on the Condominium nor shall any use or practice be permitted which is a source of annoyance to other occupants, or which interferes with the peaceful possession or proper use of the Project by its owners. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for any other thing which may cause the Condominium to appear in an unclean or untidy condition.

Furthermore, no Owner will: (i) suffer, allow or permit any vibration, noise, odor, flashing or bright light, liquid or grease to emanate from its Unit or from any machine or other installation located therein, or otherwise suffer, allow or permit any activities to take place or condition to exist on its Unit or the Common Elements, which, in the reasonable judgment of the Association, would constitute an undue safety hazard or unduly interfere with the quiet enjoyment of the other Units; (ii) place or cause to be placed, any handbill on any vehicles parked in the parking area, whether belonging to the Owner, its employees, tenants, or any other persons; (iii) permit the parking of vehicles so as to interfere with the use of any driveway, walkway, parking area, or any other area; or (iv) use or occupy its Units or do or permit anything to be done therein which in any manner might cause injury or damage (other than ordinary wear and tear) in or about the other Units or the Common Elements.

11. **Satellite Dishes and Antennae**. No Owner may attach an external tower, windmill or generator, satellite dish or television or radio antenna or aerial to his or her Unit unless approved in writing by the Developer or the Association. The Association discourages the placement of such equipment within a Unit visible to owners and the public.

12. **Aesthetics**. Except as expressly provided in the Condominium Documents, 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. In general, no activity shall be carried on nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

13. **Hazardous Substances.** All Owners, their lessees, invitees and agents shall fully comply with all local, state and federal laws and regulations related to the usage and storage of hazardous substances within the Condominium. Upon request by the Association, each Owner shall provide the Board of Directors with a full list and description of any hazardous substances used or stored in an Owner's Unit. No hazardous substances shall be released within the Condominium Premises or disposed of except in accordance with applicable law. Each Owner who stores, has, uses or disposes of a hazardous substance with the Condominium Premises shall full indemnify and hold harmless the Association from any liability, including attorney fees, which may arise from such storage, presence, usage or disposal.

14. **Improvements and Modifications for Handicapped Persons**.

(a) Pursuant to MCL 559.147a, MSA 26.50(147a), an Owner may make improvements or modifications to his or her Unit, including improvements or modifications to the Common Elements and to the route from the public way to the door of the Owner's Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure, impair any soundproofing or otherwise lessen the support of a portion of the Project. The Owner shall be liable for cost of repairing any damage to a Common Element caused by building or maintaining the improvements or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the Condominium Documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification that affects the exterior of the Unit and shall not unreasonably prevent passage by other unit owners of the Project.

(b) An Owner who has made exterior improvements or modifications for handicap access must notify the Association in writing of his intention to convey or lease his or her Unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Owner remove the improvement or modification at his or her own expense. If the Owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Owner to remove the improvement or modification at the Owners' expense. However, the Association may not remove or require the removal of the improvement or modification if the Owner conveys or leases his or her Unit to a handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse or child is handicapped, requires the same type of improvement or modification, and resides with the person.

(c) If an Owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Owner shall not be required to maintain liability insurance with respect to any Common Element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance performed by or paid for by the Association, in which case the Owner shall be responsible for e cost of the maintenance of the improvement or modification.

(d) Before an improvement or modification under this Section is made, the Owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially

conforms to the provisions of MCL 559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and deliver that list to the Owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the sixty (60) day period, the Owner may make the proposed improvement or modification without the Association's approval. An Owner may bring an action against the Association and its officers and directors to compel them to comply with the provision s of MCL 559.147a, MSA 26.50(147a), if the Owner disagrees with the denial.

15. **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 majority of the 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 shall be furnished to all Owners. Any such rule or regulation may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all members in value at any duly convened meeting of the Association.

16. **Right of Access of Association**. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant to the Unit from time to time, during reasonable working hours, upon notice to the Owner as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant to the Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant to it during all periods of absence, and in the event of the failure of such Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant to the Unit caused by such access or for repair or replacement of any doors or windows damaged in gaining such access.

17. **Alterations; Blocking Access**. No Owner shall make any additions or alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. Also, no Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and

will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation of it has been approved under these Bylaws, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. All alterations or modifications for persons with disabilities as defined in Section 2 of the State Construction Code Act of 1972, 1972 P.A. 230, MCL 125.1502, shall be subject to Section 47a of the Michigan Condominium Act.

18. **Maintenance**. Each Owner shall maintain his Unit and any Limited Common Elements appurtenant to it for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each 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 guests, agents 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 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 Owner in the manner provided in Article X of these Bylaws.

19. **Reserved Rights of Developer**.

(a) **Developer's Rights in Furtherance of Development and Sales**. None of the restrictions contained in this Article XIII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes stated in this Agreement and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary in these Bylaws, Developer and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to engage in any useful construction activities with respect to an action authorized under these Bylaws during working construction hours, to the fullest extent and for the maximum hours permitted under local ordinances, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. Notwithstanding anything to the contrary in these Bylaws, Developer, and its duly authorized agents, representatives, employees, and builders who receive an assignment of rights from the Developer, shall have the right to maintain a sales office, a business office, a construction office, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer; and may continue to do so during the entire Development and Sales Period. The Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws**. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement

shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws. After the Development and Sales Period, the Board of Directors shall have the right to enforce these Bylaws.

20. **Binding Effect**. These restrictions shall run with the Condominium Premises and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and the Unit Owners and their Owners, and their successors and assigns, forever.

ARTICLE XIV
Leases

1. **Right to Lease**. An Owner may lease for purposes allowed under the Master Deed; provided that written disclosure of the lease transaction is submitted to the Board of Directors of the Association in the manner specified in this Article. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of this Article and the Condominium Documents. The Developer may lease any number of Units in its discretion without regard to these restrictions, except that the Developer must comply with the notice provisions of Section 2 below only.

2. **Notice.** An Owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease to a prospective tenant, or otherwise agreeing to grant possession of a Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Owner shall also provide the Association with a copy of the executed lease. If no written lease is used, then the Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. No Owner may lease less than the entire Unit.

3. **Approval.** After the required notice and all information requested has been provided, the Board or its designee shall approve or disapprove the proposed lease within 15 days. If the Board or its designee neither approves nor disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval. The Association shall not be liable for its acts or omissions concerning any lease provided by or approved by the Board. The Owner should consult with legal counsel concerning the lease.

4. **Disapproval.** Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease when the payment of assessments for that Unit is delinquent.

5. **Failure to Give Notice.** If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

6. **Term of Lease.** No Unit may be leased for a period of less than 12 months. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

7. **Occupancy During Lease Term.** No one but the lessee and their guests may occupy the Unit.

8. **Security Deposits.** The Board may require lessees to place a security deposit with the Association.

9. **Compliance.** Tenants and non-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

10. **Failure to Comply.** If the Association determines that the tenant or non-Owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action, in addition to other action it may take:

(a) The Association shall notify the Owner by certified mail, advising of the alleged violation by the tenant. The Association may also notify the Owner personally, by telephonic facsimile or first class mail advising of the alleged violation by the tenant.

(b) The Owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-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 Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Unit or Condominium Project.

12. **Arrearages.** When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Owner or the Association, then the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to Section 112(4)(b) of the Act.

ARTICLE XV
Mortgages

1. **Notice to Association.** Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Article as a "mortgagee"), and the Association will maintain such information. The information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagee concerning actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

2. **Insurance.** The Association shall notify each mortgagee of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

3. **Rights of Mortgagees.** Except as otherwise required by applicable law or regulation, a mortgagee has the following rights:

(a) **Inspection and notice**. Upon written request to the Association, a mortgagee will be entitled to: (1) inspect the books and records relating to the Project upon reasonable notice; (2) receive a copy of the annual financial statement that is distributed to Co-owners; (3) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (4) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) **Exemption from restrictions**. A mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed in lieu of foreclosure, shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

(c) **Past-due assessments.** A mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time the mortgagee comes into possession, except for assessments having priority as liens against the Unit or claims for a pro rata share of such assessments or charges resulting from a reallocation of such assessments charged to all Units including the mortgaged Unit.

4. **Additional Notification**. When notice is to be given to a mortgagee, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other

public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board has notice of such participation.

ARTICLE XVI
Amendments

1. **Proposal**. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3rd or more in number of the Owners by instrument in writing signed by them.

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.

3. **Voting**. These Bylaws may be amended by the Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 2/3rds of all Owners in number and in value. 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 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. For purposes of this voting, each co-owner will have one (1) vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. These Bylaws shall not be amended without the prior written consent of the Developer so long as the Developer continues to offer any Unit for sale.

4. **By Developer**. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an Owner or mortgagee.

5. **Amendments Not Materially Changing Condominium Bylaws**. The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any co-owner or mortgagee, provided that the amendments shall not materially alter or change the rights of a co-owner or mortgagee.

6. **When Effective**. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Ottawa County Register of Deeds.

7. **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 XVII
Compliance

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using 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 in the Condominium Premise shall signify that if the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII
Definitions

All terms used in these Bylaws 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 XIX
Remedies for Default

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

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 Owner or Owners.

2. **Recovery of Costs**. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorney's fees.

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 stated above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the 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 Owner arising out of the exercise of its removal and abatement power authorized under these Bylaws.

4. **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to the Condominium Premises. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice**. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article II, Section 4 of the Bylaws.

(b) **Opportunity to Defend**. The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

(c) **Default**. Failure to respond to the notice of violation constitutes a default.

(c) **Hearing and Decision**. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

(d) **Amounts**. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(1) **First Violation**. No fine shall be levied.

(2) **Second Violation**. One Hundred Dollar ($100.00) fine.

(3) **Third Violation**. Two Hundred Dollar ($200.00) fine.

(4) **Fourth Violation and Subsequent Violations**. Five Hundred Dollar ($500.00) fine.

(g) **Collection**. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents.

5. **Nonwaiver of Right**. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition in the future shall not operate as a waiver.

6. **Cumulative Rights, Remedies and Privileges**. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid 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.

7. **Enforcement of Provisions of Condominium Document**. An 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. An Owner may maintain an action against any other 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 XX
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, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall have the same rights and powers as have been given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successor and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI
Arbitration

1. **Scope and Election**. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

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

3. **Election of Remedies**. Such election and written consent by 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 XXII
Severability

In the event that any of the terms, provisions or covenants of these Bylaws of 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 remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

PORT SHELDON TOWNSHIP
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PORT SHELDON TOWNSHIP ZONING ORDINANCE; TO AMEND SEC. 2.15 TO ADD A DEFINITION PERTAINING TO MOBILE FOOD VENDING; TO AMEND ARTICLE IV TO ADD A NEW SECTION PERTAINING TO FOOD TRUCK PERMITS AND APPROVAL STANDARDS; TO AMEND THE C-COMMERCIAL DISTRICT TO ALLOW FOOD TRUCKS AS A PERMITTED USE WHEN OPERATED AT THE SAME LOCATION FOR UPTO 180 DAYS.

THE TOWNSHIP OF PORT SHELDON, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Amendment of Sec. 2.15. Sec. 2.15 of the Port Sheldon Township Zoning Ordinance is amended to add the following definition in alphabetical order:

MOBILE FOOD VENDING. A business serving or offering for sale food and/or beverages from a mobile food unit which means for purposes of this ordinance a self-contained, fully enclosed unit including trailers.

Section 2. Amendment of Section 4.09. Section 4.09 of the Port Sheldon Township Zoning Ordinance is amended to read in its entirety as follows:

Sec. 4.09 MOBILE FOOD VENDING.

1. Purpose and Applicability
   A. Mobile food vending can provide employment and small business growth in the Township while providing a broad range of food choices to the public. The provisions of this section are intended to provide a proper balance between these uses that allow brick-and-mortar restaurants to thrive while allowing for new food vending opportunities that can add vitality to vacant parking lots and underutilized sites.
   B. These provisions shall apply to businesses engaged in cooking, preparation, and distribution of food or beverage on properties outside of the public right-of-way.
   C. This section does not apply to mobile food vendors that move from place to place and are in the same general location for less than one day at a time.
   D. Further, this section does not apply to mobile food vendors that are functioning as caterers at events such as parties, weddings, family reunions, and similar noncommercial events and social gatherings.
   E. Mobile food vending shall be permitted subject to the requirements of this Section.
2. Permit Required. A permit issued pursuant to this section required for any mobile food vendor which will be operating on public or private property in the Port Sheldon Township.

The application for a permit shall be on forms provided by the Township Clerk and accompanied by a fee established in the resolution of the Township Board.

3. Approval Procedures

   A. Mobile food vendors may be permitted by right only as a temporary use in the C-Commercial zoning district. A mobile food vendor may operate at a location for up to 180 days per calendar year.

   B. In addition to satisfying the requirements of this section, evidence of approval from the Ottawa County Department of Public Health shall be provided for all mobile food vending, or an equivalent license issued by the State of Michigan.

   C. A mobile food vending stand, trailer, wagon, or vehicle shall be inspected by the Port Sheldon Fire Department. A copy of the Fire Department inspection form shall be submitted to the Township.

   D. A mobile food vending permit shall be obtained from the office of the Township clerk. The permit shall be valid for 180 days from the date of issuance and must clearly specify the start and end dates.

   E. Any alcohol sales associated with a mobile food vendor shall be licensed in accordance with the State of Michigan. Evidence of such license shall be submitted to the Township.

4. Required Information. The following information shall be submitted with the application for zoning approval for mobile food vending. The Zoning Administrator may request additional information if deemed necessary.

   A. Name of the applicant and business, signature, phone number, email contact, and business address of the applicant.

   B. A written description of the nature of the proposed business, including the methods of food preparation and cooking, and the frequency, duration, and hours of operation;

   C. A trash collection and removal plan;

   D. Self-contained source of water and power that will serve the mobile food vending unit;

   E. Dimensioned drawings of any proposed signage;

   F. Details of the mobile food vending unit, including the type, dimensions, elevation drawings or photos, and details of any furniture, tent, or other physical features associated with the proposed use;

   G. A dimensioned site plan showing existing and proposed site improvements, including:

      1) Buildings and building setbacks;

      2) The proposed location of the mobile food vending unit and any other associated activity;

      3) Existing public improvements adjacent to the site, such as fire hydrants, bus shelters, trees and tree grates, and parking meters;

      4) The nature of the property surface (e.g. asphalt, gravel, etc.);

5) The location of parking on the property, both for the mobile food vendor and any other principal use on the property;

6) Site lighting;

7) Signs;

8) Trash receptacles;

9) The location of on-site water, generator, and/or electric utilities that will serve the mobile food vendor(s);

10) The location of existing or planned sanitary facilities;

H. Photographs of the site.

I. Proof of insurance coverage.

J. If proposed on private property, a letter of written consent from the property owner.

K. Copies of all necessary licenses or permits issued by the Ottawa County Department of Public Health, Port Sheldon Fire Department, and/or State of Michigan.

5. Placement.

A. The mobile food vendor shall meet the setback requirements of the zoning district in which it is located.

B. The mobile food vendor shall not operate within three hundred (300) feet of a brick and mortar restaurant during the hours the restaurant is open to the public for businesses.

6. Parking Area. The area occupied by mobile food vending shall not exceed twenty (20) percent of any required parking area. Sufficient on-site or district parking shall be provided for each stand, trailer, wagon, or vehicle on a lot, in addition to any other required parking for any other use(s) on the same parcel.

7. Public ROW and Clear Vision. Sales shall not be in public right-of-way or on public property unless otherwise approved by the Township, and shall be outside of clear vision areas.

8. Hours of Operation. Operating hours shall occur between 7:00 a.m. and 9:00 p.m..

9. Sound. No amplified outdoor music, sound, or noise shall be permitted. Planned locations for outdoor generators that provide power shall be identified. Use of generators may be prohibited if it is anticipated that they may create a nuisance to neighbors due to noise, exhaust, fumes, or vibration.

10. Revocation. Any approved stand, trailer, wagon, or vehicle on a property for the purposes of mobile food vending shall remain in continuous operation so long as the premises is occupied. If the mobile food vending business ceases to operate or fails to keep regular business hours, then the permit may be revoked by the Zoning Administrator. If the approval is revoked, the stand, trailer, wagon, or vehicle shall be immediately removed from the property.

Section 3. Amendment of Section 7.02. Section 7.02 of the Port Sheldon Township Zoning Ordinance is amended such that the following land use is inserted in alphabetical order and reads in its entirety as follows:

- Mobile food vending pursuant to Section 4.09.

Section 4. Severability and Captions. This Ordinance and the various parts, sections, subsections, sentences, phrases, and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 5. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 6. Effective Date. This Ordinance is ordered to take effect eight (8) days after publication in the *Holland Sentinel,* a newspaper having general circulation in the Township, pursuant to the provisions of Act 110 of 2006 as amended.

_____	_____
Mike Sabatino, Township Supervisor	Meredith Hemmeke, Township Clerk

PORT SHELDON TOWNSHIP
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PORT SHELDON TOWNSHIP ZONING ORDINANCE; TO AMEND SECTION 2.07 TO INCLUDE A DEFINTION FOR "ENERGY STORAGE FACILITY"; TO AMEND SECTION 3.05 TO INCLUDE ENERGY STORAGE FACILITY AS A SPECIAL LAND USE IN THE INDUSTRIAL DISTRICT; TO AMEND SECTION 9.03 TO INCLUDE ENERGY STORAGE FACILITIES AS A SPECIAL LAND USE; AND TO AMEND ARTICLE XVIII TO INCLUDE A NEW SUBSECTION RELATED TO "ENERGY STORAGE FACILITIES"

PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Amendment of Section. 2.07. Section. 2.07 of the Port Sheldon Township Zoning Ordinance is amended to add the following definition in alphabetical order:

ENERGY STORAGE FACILITY: A system that absorbs, stores, and discharges electricity with a nameplate capacity of at least 50 megawatts. Energy storage facility does not include either of the following: (i) Fossil fuel storage. (ii) Power-to-gas storage that directly uses fossil fuel inputs.

Section 2. Amendment of Section 9.03. Section 9.03 of the Port Sheldon Township Zoning Ordinance is amended to add to the Special Land Uses section, which reads as follows:

- Energy Storage Facility

Section 3. Amendment of Section 3.05. Section 3.05 of the Port Sheldon Township Zoning Ordinance, "Table of Permitted and Special Land Uses," is amended to include the following row, which is inserted in alphabetical order and reads as follows:

Land Use	Zoning Districts					
	AG-1	R-1	LSR	C	I	OS
Energy Storage Facility					S	

Section 4. Amendment of Article XVIII. Article XVIII ("Special Land Uses") of the Port Sheldon Township Zoning Ordinance is amended to add a new Section 18.19, which reads in its entirety as follows:

Section 18.19 Energy Storage Facilities

1. Site Development. The erection, construction, alteration, operation, and maintenance of energy storage facilities may be exempted from any dimensional, landscaping, fencing, or

other applicable standards of this Ordinance. Pursuant to Michigan Public Act 233 of 2023, the following site development requirements shall apply:

A. Setbacks. The following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility, shall apply:

Setback Description	Setback Distance
Occupied community buildings and dwellings on nonparticipating properties	300 feet from the nearest point on the outer wall
Public road right-of-way	100 feet measured from the nearest edge of a public road right-of-way
Nonparticipating properties	50 feet measured from the nearest shared property line
Property owned by a public utility company	10 feet from the nearest shared property line
Lake Michigan, Pigeon Lake, Pigeon River, or another navigable waterway.	300 feet from the water's edge measured at the lake's legal level or ordinary high water mark

B. The setback provisions for nonparticipating properties in subsection (1) above may be modified by the Planning Commission if the applicant demonstrates that one or more of the following factors exist:

1) Existing and/or proposed landscaping, berming, or screening on the site will provide equivalent or superior protection to adjacent property(ies).

2) That the proposed facility cannot reasonably comply with the required setbacks above due to unique characteristics of the site such as the presence of wetlands, sensitive natural areas, or if the public health, safety, and welfare would still be preserved if the setbacks distances were reduced.

3) That the Township emergency services personnel finds that the proposed modification in setback distances will not increase hazards to adjacent properties.

C. The energy storage facility shall comply with the version of NFPA 855 "Standard for the Installation of Stationary Energy Storage Systems" in effect on the date the site plan application is submitted or any applicable successor standard, and shall comply with the most recent fire code adopted by Port Sheldon Township.

D. The energy storage facility shall not generate a maximum sound in excess of 50 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute. The Planning Commission

may require berms, fences, sound-absorbing paneling, or other measures be constructed to further minimize sound impacts on neighboring properties.

E. The Planning Commission may require a company proposing to construct an energy storage facility to enter into a host community agreement pursuant to Section 227 of Act 233 of 2023, as amended.

F. The Planning Commission shall require reasonable measures to minimize visual impacts by preserving existing natural vegetation, requiring new vegetative screening or other appropriate measures. The Planning Commission shall determine such visual screening measures as may be required on a site specific basis pursuant to the standards for Special Land Use approval as specified in Article XVIII and/or the standards for site plan review as specified in Article XIX of this Ordinance, as most applicable to the circumstances. In making this determination the Planning Commission is specifically authorized to consider whether additional visual screening measures are appropriate where a system is proposed to be located on property adjacent to a residential use and/or a residential district zoning classification. All screening/landscaping shall be properly maintained throughout the life of the project including replacement of any dead landscaping within six months.

G. The Planning Commission may additionally require the applicant to install a reasonably proportioned containment liner or pad consisting of a nonporous material at or below ground level to prevent the contamination of groundwater from potential spills or other accidents on site.

2. Site Plan Required. A site plan for an Energy Storage Facility shall be submitted in accordance with the requirements of Chapter XIX, and, in addition to the information required for site plan approval in Section 19.04, the following information shall be provided:

A. The planned date for the start of construction and the expected duration of construction.

B. A description of the energy storage facility.

C. A description of the expected use of the energy storage facility.

D. Expected public benefits of the proposed energy storage facility.

E. The expected direct impacts of the proposed energy storage facility on the environment and natural resources and how the applicant intends to address and mitigate these impacts.

F. Information on the effects of the proposed energy storage facility on public health and safety.

G. A description of the portion of the community where the energy storage facility will be located.

H. A statement and reasonable evidence that the proposed energy storage facility will not commence commercial operation until it complies with applicable state and federal environmental laws, including, but not limited to, the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106, along with

any additional requirements of the Ottawa County Water Resources Commissioner or Road Commission.

I. Evidence of consultation, before submission of the application, with the Department of Environment, Great Lakes, and Energy and other relevant state and federal agencies before submitting the application, including, but not limited to, the Department of Natural Resources and the Department of Agriculture and Rural Development.

J. The soil and economic survey report under section 60303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.60303, for the county where the proposed energy storage facility will be located.

K. Interconnection queue information for the applicable regional transmission organization.

L. If the energy storage facility is reasonably expected to have an impact on television signals, microwave signals, agricultural global position systems, military defense radar, radio reception, or weather and doppler radio, a plan to minimize and mitigate that impact.

M. A stormwater assessment and a plan to minimize, mitigate, and repair any drainage impacts at the expense of the applicant. The applicant shall make reasonable efforts to consult with the county drain commissioner before submitting the application and shall include evidence of those efforts in its application.

N. A fire response plan and an emergency response plan acceptable to the Township Fire Chief or their designee.

O. A decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface or underground facilities and infrastructure that have no ongoing purpose. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of the complete decommissioning the energy facility, after deducting salvage value, as calculated by a third party with expertise in decommissioning, hired by the applicant. However, the financial assurance may be posted in increments as follows:

   1) At least 25% by the start of full commercial operation.

   2) At least 50% by the start of the fifth year of commercial operation.

   3) 100% by the start of the tenth year of commercial operation.

Section 4. Severability and Captions. This Ordinance and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 5. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 6. Effective Date. This Ordinance is ordered to take effect eight (8) days following publication of adoption in the *Holland Sentinal,* a newspaper having general circulation in the Township, under the provisions of 2006 Public Act 110, except as may be extended under the provisions of such Act.

ROLL CALL VOTE:

YES:

NO:

ABSENT/ABSTAIN:

Declared adopted on:

_____ _____

Mike Sabatino, Supervisor Meredith Hemmeke, Clerk