

CITY OF SOUTHGATE PLANNING COMMISSION

AGENDA

MONDAY, September 9, 2024

6:30 pm – Informal Planning Commission/Work Study Meeting

7:00 pm – Regular Planning Commission Meeting

I. CALL TO ORDER

II. ROLL CALL

Anderson, Clark, Codrington, Godbout, Moul, Nemeth, Orman, Wilson, Yoos

III. MINUTES

1. Minutes of regular Planning Commission Meeting dates July 8th, 2024

IV. ADMINISTRATIVE REPORTS

V. PUBLIC HEARINGS / NEW BUSINESS

1. Plan review for eight (8) unit condo project (Fordline/Southgate Schools)

VI. OLD BUSINESS

VII. ANNOUNCEMENTS

VIII. ADJOURNMENT

City of Southgate
Planning Commission Informal Meeting

July 8, 2024

This meeting of the Planning Commission was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Monday, July 8, 2024 and called to order by Chairman James Yoos, at 6:30 p.m.

PRESENT: James Yoos, Mark Nemeth, Andrew Moul, Patricia Anderson, Leticia Wilson, Eric Codrington, Chad Godbout

ABSENT: Linda Clark, Jerry Orman (all excused)

ALSO PRESENT: City Planner Joe Pezzotti, City Administrator, Dan Marsh, Building Inspections Director Tim Leach, City Attorney, Amelia Zelenak, Council Member Ayres-Reiss

An application was received to rehabilitate an existing gas station facility located on the corner of Rosedale Street and Dix-Toledo Road. The applicant is requesting to renovate the existing gas station building and fuel pump canopy to continue the existing use. The property is approximately 0.5 acres in size. The parcel is currently zoned C-2, General Commercial where gas station establishments are a permitted use within the district, subject to additional special conditions which are outlined later within this report.

The meeting ended at 6:45 p.m.

City of Southgate

Planning Commission Meeting

July 8, 2024

This meeting of the Planning Commission was held in the Municipal Council Chambers, 14400 Dix-Toledo Highway, Southgate, Michigan on Monday, July 8, 2024 and called to order by Chairman James Yoos, at 7:00 p.m.

PRESENT: James Yoos, Mark Nemeth, Andrew Moul, Patricia Anderson, Leticia Wilson, Eric Codrington, Chad Godbout

ABSENT: Linda Clark, Jerry Orman (all excused)

ALSO PRESENT: City Planner Joe Pezzotti, City Administrator, Dan Marsh, Building Inspections Director Tim Leach, City Attorney, Amelia Zelenak, Council Member Ayres-Reiss

Minutes:

Moved by Anderson, supported by Codrington, that the minutes of the Planning Commission Meeting dated June 10, 2024 be approved. MOTION APPROVED UNANIMOUSLY.

Administrative Reports:

City Administrator Marsh gave an update on the Southgate Towers project: They are progressing well-very exciting project. Hoping to be open summer of 2025.

New Business:

1. Site Plan Application, Nasser Choucair, 12337 Dix-Toledo Road, Southgate, MI, requesting to renovate existing gas station. PC 05-2024.

An application was received to rehabilitate an existing gas station facility located on the corner of Rosedale Street and Dix-Toledo Road. The applicant is requesting to renovate the existing gas station building and fuel pump canopy to continue the existing use. The property is approximately 0.5 acres in size. The parcel is currently zoned C-2, General Commercial where gas station establishments are a permitted use within the district, subject to additional special conditions which are outlined later within this report.

Moved by Anderson, supported by Godbout, to approve the Special Condition Site Plan Application, Nasser Choucair, 12337 Dix-Toledo Road, Southgate, MI, with the following issues being addressed:

1. Provide building and parking setback measurements.
2. Hours of operation will be 5:00 am to 12:00 am.
3. Move ADA open area adjacent to sidewalk.
4. Provide maneuvering lane width measurements.

5. Provide parking space dimensions.
6. Indicate on plans the location of loading/unloading space.
7. Confirm if any work is to be conducted in road right of ways and receive proper approval.
8. Provide measurements of the spaces between fuel pumps.
9. Provide turning radii of garbage and emergency vehicles.
10. Submit plans to Fire Department for review.
11. Provide utility plan for City Engineer approval.
12. Provide landscaping area calculation.
13. Clarify which plant species will be used from planting schedule.
14. Clarify deciduous tree caliper planting sizes.
15. Provide method of irrigation.
16. Change building mounted fixtures to be down shielded.
17. Clarify height of proposed light fixtures.
18. Clarify if any signage is proposed.
19. Confirm no outdoor storage will be present.

MOTION APPROVED UNANIMOUSLY.

Adjournment:

Moved by Codrington, supported by Nemeth, that this meeting of the Planning Commission be adjourned at 7:20 p.m. MOTION APPROVED UNANIMOUSLY.

James Yoos
Chairman, Planning Commission
as



Carlisle | Wortman

ASSOCIATES, INC.

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

TO: City of Southgate Planning Commission

FROM: John Enos, AICP, Township Planner

DATE: September 3, 2024

SUBJECT: Fordline/Southgate Schools Build A House Project

The applicant Southgate Community Schools is requesting to split an approximately two-acre parcel in order to develop into eight (8) lots that would be individually developed by students under a "build a house" program teaching them trades such as carpentry, plumbing, and electrical. We note the following with the proposed project.

1. Eight home sites are proposed, each approximately 10,800 square feet in area. The parcel to be split is currently zoned R1-B One Family Residential with a minimum lot size of 7,200 square feet. The proposed new home sites will be much larger than permitted.
2. All of the homes will have to meet building code and City Ordinance requirements for construction of a new. This includes regular inspection by City inspectors.
3. Single story ranch homes approximately 1,539 square feet are proposed. All homes will have basements and attached garages.
4. All homes will be required to install public sidewalks and also install and connect to the City water and sewer system.

We recommend approval of the project.

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

RETURN TO:

Clerk's Office
City of Southgate
14400 Dix-Toledo
Southgate, MI 48195

RECEIVED

AUG 12 2024

CITY OF SOUTHGATE
BUILDING DEPARTMENT

Form No. 01

Case No. PC 06-2024Date Received 8.12.24

CITY OF SOUTHGATE APPLICATION FOR PLANNING COMMISSION REVIEW

Concerning a request to be heard before the Southgate Planning Commission on the following:

TO BE COMPLETED BY THE APPLICANT:

Owner/Applicant	Agent
Name <u>Southgate Community Schools</u>	Name <u>Marc Hansen</u> <i>hansenm@sgate.k12.mi.us</i>
Address <u>13940 Leroy</u>	Address <u>15475 Leroy</u>
<u>Southgate</u> <u>MI</u> <u>48195</u>	<u>Southgate</u> <u>MI</u> <u>48195</u>
(City) (State) (Zip)	(City) (State) (Zip)
Telephone <u>734-246-4600</u>	Telephone <u>734-246-4611</u> <i>JK</i>

Information regarding the site:Street Address: 14775 FordlineMajor Cross Streets: Fordline + Helen between Eureka and Superior

Parcel / Lot No.: _____

Acreage: 2 Acres Dimensions of Parcel / Lot: 326 x 268 Frontage: _____Current Zoning (please circle): RE R-1 R-1A (R-1B) RM RO C-1 C-2 C-3 M-1 MH PD P-1Current Use: Open Field**Requested action:**☐ Rezoning

Requested District: _____

☐ Conditional Use ApprovalRequested Use: Site Condos☒ Site Plan Review☐ Plat Review☐ Other

Please Specify _____

Information regarding request:

I hereby request a hearing before this body to:

(Please supply detailed information. For example, why you are requesting the proposed action, a complete description of the project, how the request is compatible with adjacent land uses and zoning districts, how the request is in compliance with the goals, policies, and future land use plan of the City of Southgate Master Plan, any information you feel is pertinent to your application, etc. Feel free to attach additional documents to this application if it will help describe your project or if you need more room than is provided below.)

Southgate Anderson High School in coordination with Southgate Community Schools
is planning to utilize this property owned by Southgate Community Schools
to build eight separate units that will be sold to new Southgate residents.
The plan is to build 1539 sq ft houses with basements and attached
garages. These will be ranch style homes in accordance of the
site plans provided.

A SKETCH CLEARLY DEPICTING THE REQUEST MUST BE ATTACHED TO THIS APPLICATION FOR IT TO BE VALID. FOR SITE PLAN REVIEW, A SITE PLAN MEETING THE REQUIREMENTS OF SECTION 1298.07 MUST BE ATTACHED.

The Applicant / Agent must appear before the Planning Commission on _____

(Date)

THE OWNER OF THE PROPERTY DESCRIBED ON THIS APPLICATION AND THAT ALL STATEMENTS HEREIN AND IN THE DOCUMENTS SUBMITTED ARE TRUE.

Signature - Owner / Agent: _____

Date: 8/12/24

To review your application properly, Planning Commission members may need access to the property in question. Please initial if permission is given for property access. INITIALS MS

Fees must be paid at the same time this application is submitted to the City.

OFFICE USE:

Date Received: _____

Received By: _____

(Staff's Name)

Fee Charged: _____

Check No.: _____

Receipt No.: _____

**FORD LINE
CONDOMINIUM**

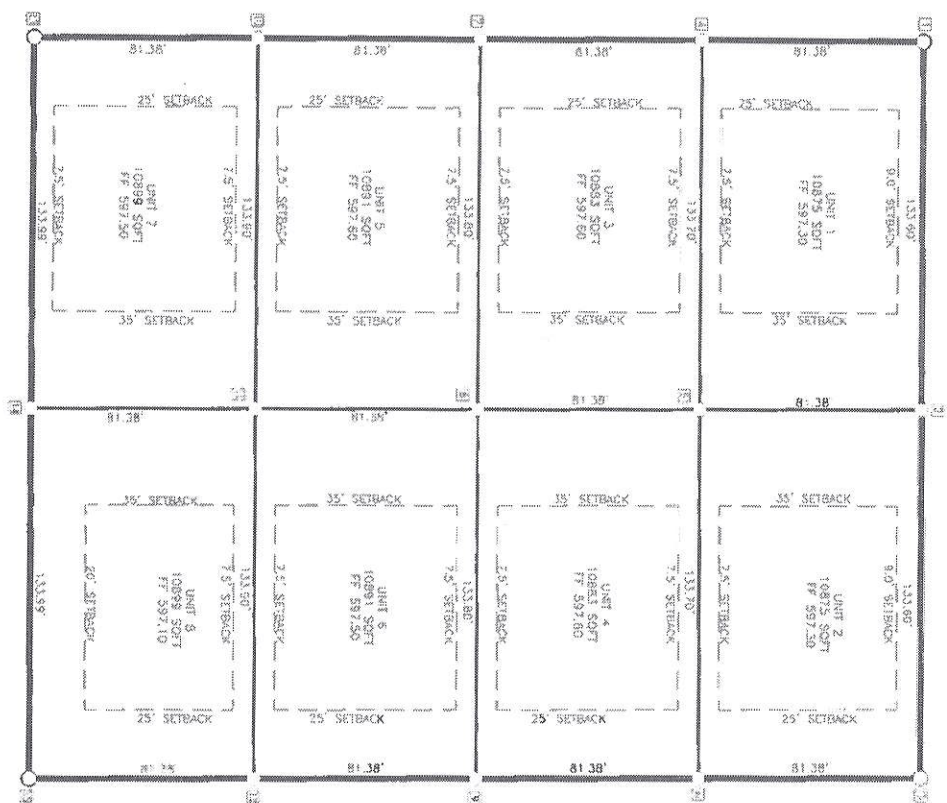
PREFERRED BY:
MIRAMAR EYECENTERS, INC.
7000 ROCK ROAD
SOUTHGATE, MI 4806

Cover Sheet

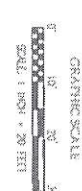
SHEET 2

COORDINATE TABLE

UNIT	AREA (SQ. FT.)	PERIMETER (FEET)	SETBACK (FEET)
1	10875.50	133.00	7.5
2	10875.50	133.00	7.5
3	10875.50	133.00	7.5
4	10875.50	133.00	7.5
5	10875.50	133.00	7.5
6	10875.50	133.00	7.5
7	10875.50	133.00	7.5
8	10875.50	133.00	7.5
9	10875.50	133.00	7.5
10	10875.50	133.00	7.5
11	10875.50	133.00	7.5
12	10875.50	133.00	7.5
13	10875.50	133.00	7.5
14	10875.50	133.00	7.5
15	10875.50	133.00	7.5
16	10875.50	133.00	7.5
17	10875.50	133.00	7.5
18	10875.50	133.00	7.5
19	10875.50	133.00	7.5
20	10875.50	133.00	7.5
21	10875.50	133.00	7.5
22	10875.50	133.00	7.5
23	10875.50	133.00	7.5
24	10875.50	133.00	7.5
25	10875.50	133.00	7.5
26	10875.50	133.00	7.5
27	10875.50	133.00	7.5
28	10875.50	133.00	7.5
29	10875.50	133.00	7.5
30	10875.50	133.00	7.5
31	10875.50	133.00	7.5
32	10875.50	133.00	7.5
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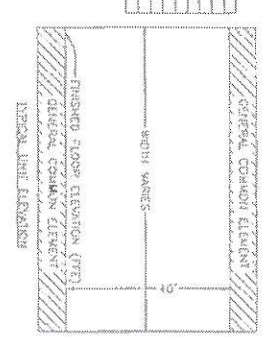


- LEGEND**
- SET CONCRETE MONUMENT CONSISTING OF 4" 1/2" DIAMETER CONCRETE CYLINDER
 - 1/2" DIAMETER CAPPED STEEL REBAR
 - UNIT CORNER COORDINATE
 - UNIT BOUNDARY
 - ROAD RIGHT OF WAY



UNIT ELEVATION DATA

UNIT	FIN. FLOOR ELEVATION (FEET)
1	597.39
2	597.39
3	597.39
4	597.39
5	597.39
6	597.39
7	597.39
8	597.39
9	597.39
10	597.39



DATE

MICHAEL P. SAWYER
 PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 LICENSE NO. 25418
 15500 BEECH ROAD
 SOUTHFIELD, MICHIGAN 48033
 734-759-1800

NOTES:

UNITS 1 AND 2 ALONG WITH ALL IMPROVEMENTS NECESSARY TO SERVICE THESE UNITS, MUST BE BUILT.

UNITS 3 THROUGH 10 ALONG WITH ALL IMPROVEMENTS NECESSARY TO SERVICE THESE UNITS, NEED NOT BE BUILT.

PREPARED BY:
 MICHAEL P. SAWYER, P.E.
 15500 BEECH ROAD
 SOUTHFIELD, MI 48033

Site Plan

SHEET 4

WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. EXHIBIT "B" TO THE MASTER DEED OF

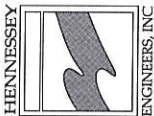
FORDLINE CONDOMINIUM

CITY OF SOUTHGATE
WAYNE COUNTY, MICHIGAN

OWNER/DEVELOPER

SOUTHGATE COMMUNITY SCHOOLS
13940 LEROY STREET
SOUTHGATE, MI 48195

ENGINEER



ENGINEERING THE FUTURE.
13500 KEECK ROAD
SOUTHGATE, MI 48195
(734) 759-1600
FAX (734) 282-6566

SURVEYOR

MICHAEL P. MANTHEI, P.S.
HENNESSEY ENGINEERS, INC.
13500 KEECK ROAD
SOUTHGATE, MI 48195

LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWN 3 SOUTH, RANGE 10 EAST, CITY OF SOUTHGATE, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 25, THENCE NORTH ALONG THE NORTH-SOUTH 1/4 LINE, NORTH 02 DEGREES 18 MINUTES 12 SECONDS WEST, 1319.98 FEET, THENCE NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, 33.00 FEET TO THE EAST 1/2 CORNER OF SAID SECTION 25, THENCE NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, 33.00 FEET TO THE LINE OF FORDLINE STREET (VARIABLE WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, 33.00 FEET TO THE LINE OF FORDLINE STREET (VARIABLE WIDTH); THEN ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02 DEGREES 44 MINUTES 32 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 36 MINUTES 12 SECONDS WEST, 325.52 FEET TO THE POINT OF BEGINNING. CONTAINING 2.00 ACRES OF LAND, MORE OR LESS.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN

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

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



MICHAEL P. MANTHEI
PROFESSIONAL SURVEYOR
LICENSE No. 400105152
HENNESSEY ENGINEERS, INC.
13500 KEECK ROAD
SOUTHGATE, MICHIGAN 48195
734-759-1600

DATE

FORDLINE
CONDOMINIUM

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 KEECK ROAD
SOUTHGATE, MI 48195

Cover Sheet

PROPOSED: APRIL 29, 2024

SHEET 1

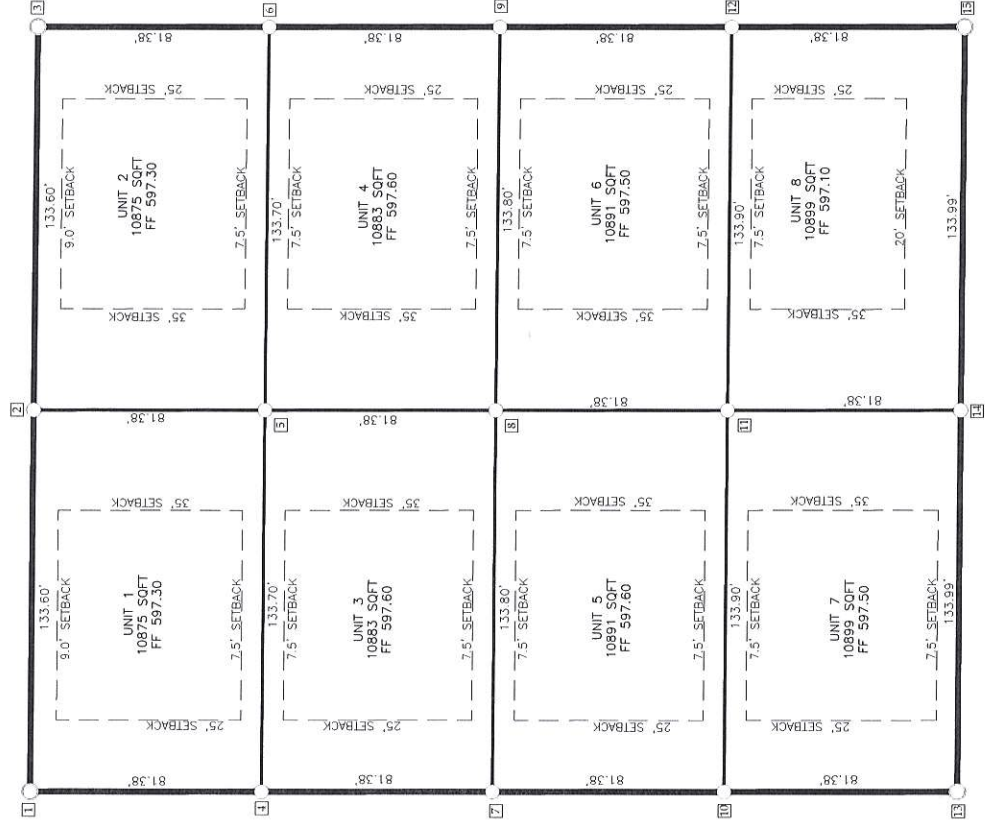
SHEET 2

COORDINATE TABLE

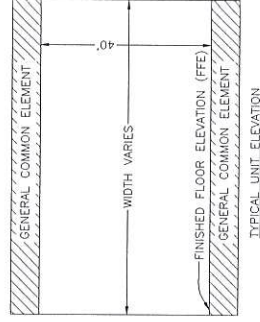
POINT	NORTHING	EASTING
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4	253227.00	1439960.28
5	253237.75	1440093.77
6	253248.50	1440227.26
7	253259.25	1440360.75
8	253270.00	1440494.24
9	253280.75	1440627.73
10	253291.50	1440761.22
11	253302.25	1440894.71
12	253313.00	1441028.20
13	253323.75	1441161.69
14	253334.50	1441295.18
15	253345.25	1441428.67

LEGEND

- SET CONCRETE MONUMENT,
CONSISTING OF A 4" STEEL ROD IN
A 4" DIAMETER CONCRETE CYLINDER
- 1/2" DIAMETER CAPPED STEEL
REBAR.
- UNIT CORNER COORDINATE
- UNIT BOUNDARY
- ROW RIGHT OF WAY



UNIT	FFE
1	597.30
2	597.30
3	597.60
4	597.60
5	597.60
6	597.50
7	597.50
8	597.10



MICHAEL P. MANTEL
PROFESSIONAL SURVEYOR
LICENSE NO. 4001051512
HENNESSEY ENGINEERS, INC.
13500 PEECK ROAD
SOUTHGATE, MICHIGAN 48195
734-759-1600

DATE

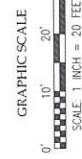
NOTES:
UNITS 1 AND 2 ALONG WITH ALL
IMPROVEMENTS NECESSARY TO
SERVICE THESE UNITS, "MUST BE
BUILT".
UNITS 3 THROUGH 8 ALONG WITH
ALL IMPROVEMENTS NECESSARY TO
SERVICE THESE UNITS, "NEED NOT
BE BUILT".

FORDLINE
CONDOMINIUM

PREPARED BY:
HENNESSEY ENGINEERS, INC.
13500 PEECK ROAD
SOUTHGATE, MI 48195

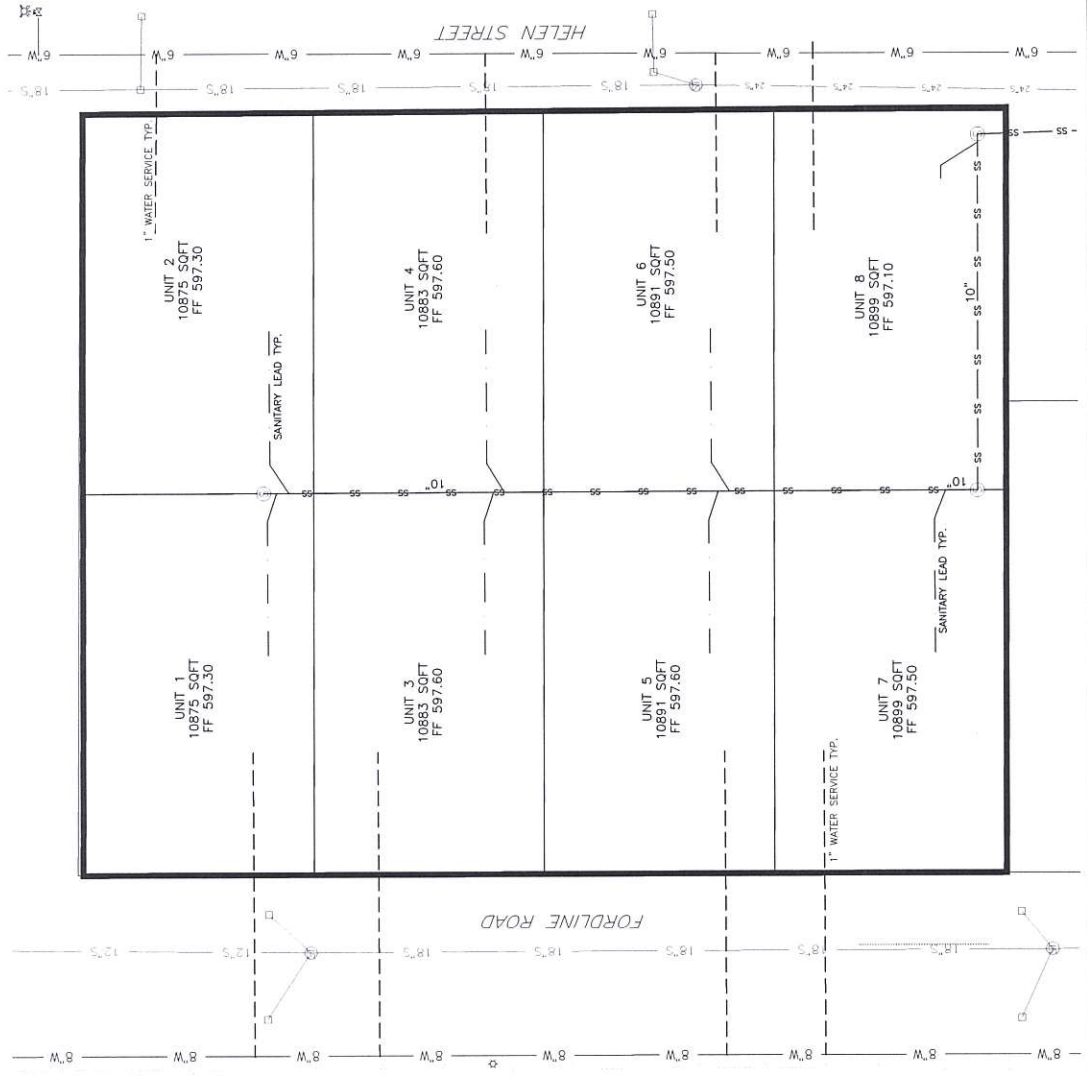
Site Plan

PROPOSED APRIL 23, 2024



LEGEND

- LIGHT POLE
- POWER POLE
- CATCH BASIN (S&I)
- CATCH BASIN (RD.)
- CATCH BASIN (E)
- STORM MANHOLE
- HYDRANT
- GATE VALVE & WELL
- WATER VALVE
- PROPERTY LINE
- EX. WATERMAIN
- EX. STORM SEWER
- EX. SANITARY SEWER
- EX. GAS LINE
- EX. OVERHEAD UTILITIES
- EX. UNDERGROUND EDISON
- EX. UNDERGROUND AT&T



DATE _____

MICHAEL P. MANTHEI
 PROFESSIONAL SURVEYOR
 LICENSE No. 4001051512
 HENNESSEY ENGINEERS, INC.
 1500 RECK ROAD
 SOUTHGATE, MICHIGAN 48195
 734-759-1600



SANITARY SEWER, STORM SEWER AND WATER SERVICED BY CITY OF SOUTHGATE.

ELECTRIC SERVICE PROVIDED BY DTE ENERGY.

GAS SERVICE PROVIDED BY DTE.

TELEPHONE SERVICE PROVIDED BY AT&T.

CABLE TELEVISION SERVICE PROVIDED BY COMCAST.

THE LOCATION OF GAS, ELECTRIC, PHONE AND CABLE, TOGETHER WITH THE LOCATION OF ANY SERVICE LEADS AND UTILITY METERS, WILL BE SHOWN ON THE FINAL AS-BUILTS.

FORDLINE CONDOMINIUM

PREPARED BY:
 HENNESSEY ENGINEERS, INC.
 1500 RECK ROAD
 SOUTHGATE, MI 48195

Utility Plan

UNITS 1 AND 2 ALONG WITH ALL IMPROVEMENTS NECESSARY TO SERVICE THESE UNITS, ARE SHOWN "AS-BUILT".

UNITS 3 THROUGH 8, ALONG WITH ALL IMPROVEMENTS NECESSARY TO SERVICE THESE UNITS, "NEED NOT BE BUILT".

MASTER DEED

FORDLINE CONDOMINIUM

WAYNE COUNTY CONDOMINIUM _____

MASTER DEED

FORDLINE CONDOMINIUM

This Master Deed (this “Master Deed”) is made and executed on this ____ day of _____, 2024, Southgate Community Schools, a Michigan general powers school district, organized and operating pursuant to the Revised School Code, MCL 380.1, et seq., as amended, hereinafter referred to as “Developer,” whose address is 13940 Leroy Street, Southgate, Michigan 48195, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with all improvements at any time located thereon, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Fordline Condominium as a Condominium Project under the Act and does declare that Fordline Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, 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 respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Fordline Condominium, Wayne County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The number, boundaries, dimensions, and area of each Unit therein, is described in the attached Condominium Subdivision Plan in accordance with the requirements of the Act. The Condominium is being established as a residential site condominium, for the intended purpose of facilitating and supporting the Developer’s educational programs, which programs include permitting students to work with licensed builders to construct houses and other improvements, to learn various construction trades, to sell the byproduct of that learning experience which is no longer useful to the Developer, and to reinvest proceeds into further and similar educational programs.

The Developer anticipates that the Condominium shall consist of eight (8) Condominium Units, each for residential use. Each Unit is capable of individual utilization on account of having

its own entrance from and exit to a public street. Each Co-owner in the Condominium shall have an exclusive right to ownership and use of its Unit (there are no Common Elements of the Condominium Project). Customarily, each Co-owner in a Condominium Project shall enjoy the exclusive right to occupy its Unit, and to the extent provided in Article V.B below, Limited Common Elements appurtenant thereto, and shall have undivided and inseparable rights to share with other Co-owners the use and enjoyment of the General Common Elements; however, in Fordline Condominium, there are no Limited Common Elements or General Common Elements. Some or all of the utility lines, mains, systems, and equipment may be owned by the local public authority or by the company that is providing the pertinent service. Developer makes no warranty with respect to the nature or extent of such interest. Each Co-owner will be responsible for connecting the utilities for its Unit to the distribution lines lying within the rights-of-way at its sole expense.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is situated in the City of Southgate, County of Wayne, State of Michigan and is particularly described as follows:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWN 3 SOUTH, RANGE 10 EAST, CITY OF SOUTHGATE, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE NORTH-SOUTH 1/4 LINE, NORTH 02 NORTH 02 DEGREES 36 MINUTES 12 SECONDS WEST, 1319.96 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF FORDLINE STREET (VARIABLE WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 41 MINUTES 28 SECONDS EAST, 267.20 FEET TO THE WEST RIGHT OF WAY LINE OF HELEN STREET (VARIABLE WIDTH); THEN ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02 DEGREES 44 MINUTES 32 SECONDS EAST, 325.52 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 24 SECONDS EAST, 267.99 FEET TO THE SAID EAST RIGHT OF WAY LINE OF FORDLINE STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 02 DEGREES 36 MINUTES 12 SECONDS WEST, 325.52 FEET TO THE POINT OF BEGINNING. CONTAINING 2.00 ACRES OF LAND, MORE CONTAINING 2.00 ACRES OF LAND, MORE OR LESS.

The foregoing described land is subject to any other easements, restrictions, and governmental limitations of record, and any and all encroachments shown on the Condominium Subdivision Plan.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, rules and regulations for the Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Fordline Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. “Association” is the association of Co-owners as prescribed by Section 3(4) of the Act, MCL 559.103(4). If there is a conversion of a Unit into a Common Element, the Co-owners shall establish at that time a non-profit corporation to administer, operate, manage, and maintain the affairs of the Common Elements, subject to the limitations set forth in the Condominium Bylaws. Until such time, however, there is no corporate entity serving as an Association and all responsibilities of the association of Co-owners under the Act are jointly (but not severally) delegated to the eight (8) Co-owners of the Units of the Condominium Project, including complying with all Applicable Laws, including the Act.

Section 3. Bylaws. “Bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act, MCL 559.103(9), to be recorded as part of the Master Deed.

Section 4. Common Elements. “Common Elements,” where used without modification, means both the General Common Elements and Limited Common Elements as defined in Article IV hereof, which on this Condominium Project, there are none.

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

Section 6. Condominium Premises. “Condominium Premises” means and includes the Land described in Article II hereof, and all easements, rights, and appurtenances thereto.

Section 7. Condominium, Condominium Project, Project or Fordline Condominium. “Condominium”, “Condominium Project”, “Project” or “Fordline Condominium” each mean the condominium project established in conformity with the Act.

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

Section 9. Construction and Sales Period. “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue for so long as the Developer owns a Unit in the Project.

Section 10. Co-owner or Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof 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.” Developer is a Co-owner as long as Developer owns one or more units.

Section 11. Developer. “Developer” means Southgate Community Schools, which has made and executed this Master Deed as the developer of the Condominium under the Act, and its successors and assigns.

Section 12. Easement. “Easement” or “Easements” shall meaning set forth in Article VIII of this Master Deed.

Section 13. Expenses of Administration. “Expenses of Administration” shall be all expenses shared by the Co-owners for the Common Elements, if and to the extent Common Elements and a corporate Association are created in the future. As contemplated by this Master Deed, there are no Common Elements and therefore no Expenses of Administration.

Section 14. Master Deed. “Master Deed” means this document which, when recorded, shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits, as may be amended from time to time.

Section 15. Transitional Control Date. “Transitional Control Date” means the date specified by Section 10(7) of the Act, MCL 559.110(7).

Section 16. Unit. “Unit” means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article V hereof and in the Condominium Subdivision Plan and shall have the same meaning as the term “Unit” as defined in the Act.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given to them in the Act unless the context clearly indicates the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included 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 thereof, are as follows:

Section 1. General Common Elements. There are no General Common Elements in Fordline Condominium. General Common Elements can only be created by vote and agreement of all of the Unit Co-owners.

Section 2. Limited Common Elements. There are no Limited Common Elements in Fordline Condominium. Limited Common Elements can only be created by vote and agreement of all of the Unit Co-owners.

Section 3. Created General Common Elements. If a General Common Element is created pursuant to Article III, Section 2 of this Master Deed, or by the Association, the responsibility for maintenance, repair, and replacement of the General Common Element shall be the responsibility of the Association, unless the need for maintenance, repair or replacement is due to the act or neglect of a Co-owner or its agents, guests, or invitees, in which case such Co-owner shall be wholly responsible.

Section 4. Created Limited Common Elements. If a Limited Common Element is created pursuant to Article III, Section 2 of this Master Deed, or by the Association or as otherwise permitted by law, the responsibility for maintenance, repair, and replacement of the Limited Common Element shall be the responsibility of the Co-owner of the relevant Unit or Units.

Section 5. Maintenance of Units. The provisions contained in Section 47a(3) of the Act, MCL 559.147a(3), shall govern the relative responsibilities for maintenance, insurance, repair and replacement of exterior improvements or modifications made by a Co-owner to its Unit.

Section 6. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, repair, or replace any items for which it is responsible, the Association (and/or the Developer during the Construction and Sales Period), shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any such improvements all at the expense of the Co-owner of the Unit. Such right shall be conditioned upon 10 days' advance written notice to the Co-owner of the intention to take such action. 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 nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in Article VIII of this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his or her regular assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct cost of such maintenance, repair or replacement but shall also include such reasonable

indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 7. Use of Units. No Co-owner shall use its Unit in any manner (i) inconsistent with the purposes of the Condominium Project, or (b) which will unreasonably interfere with or impair the rights of any other Co-owner in the use and enjoyment of its Unit.

ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. The Condominium consists of 8 Units numbered 1 through 8 inclusive. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Fordline Condominium, as prepared by Hennessey Engineers, Inc. Each Unit shall include all that space contained within the Unit boundaries, as shown on the Condominium Subdivision Plan and delineated with heavy outlines. Unit numbers are set forth on the Condominium Subdivision Plan.

Section 2. Percentages of Value Among All Units. The total value of the Condominium Project is one hundred percent (100%). All Units are hereby assigned an equal percentage of value of 12.5% because all Units are expected to have an equal size and allocable expenses for maintenance. Except as expressly provided to the contrary in this Master Deed and the Bylaws, these percentages of value shall be determinative of the proportionate share of each Unit in the general Expenses of Administration, certain expenses and proceeds arising from the Limited Common Elements appurtenant to each particular Unit, the value of such Unit's vote at certain meetings of the Co-owners, and of such Units's undivided interest in the Common Elements (which is by this Master Deed allocated to each Unit), each as applicable. Because there are presently no Common Elements, there are no anticipated Expenses of Administration.

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article, MCL 559.148, MCL 559.149; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period, subject solely to any necessary approvals by the City of Southgate, if any, but without the consent of any other Co-owner or any mortgagee of any Unit, to take the following action:

(a) **Subdivide Units.** Subdivide or re-subdivide any Units which it owns, which shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units, which shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units, which shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentages of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in proportional share of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact 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 given effect without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake the following action:

(a) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Developer during the Construction and Sales Period or, thereafter, by all other Co-owners or the Association (if applicable), in accordance with Section 48 of the Act, MCL 559.148. If the request is approved, the relevant individual(s) shall cause to be prepared an amendment to the Master

Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (if necessary) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed, duly executed, by the Condominium Association, has been approved by any governmental entity with jurisdiction over the Condominium and has been recorded in the office of the Wayne County Register of Deeds. The Developer does not represent or warrant that any governmental entity with jurisdiction over the Condominium will or is required to approve the modification of any Unit.

(b) **Subdivide Units.** No Co-owner shall have the right to subdivide its Unit to create additional Units within the Condominium.

ARTICLE VII

CONVERTIBLE AREAS; CONTRACTIBLE AREAS

Section 1. No Convertible Area. The Condominium is not convertible.

Section 2. No Expandable Area. The Condominium is not expandable.

Section 3. Contractible Area. The Condominium is not contractible, except as otherwise permitted by Section 67 of the Act, MCL 559.167, which rights shall remain with the Developer, its successors or assigns, for the maximum amount of time permitted therein. All of the Co-owners of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such contraction as may be proposed by the Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing, if any. Such amendments may be given effect without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

EASEMENTS

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

easements to, through and over those portions of the Land, structures, buildings, and improvements contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support and necessity with respect to all Units and the Common Elements. No Common Elements are anticipated in the Condominium.

Section 2. Grant of Utility Easements. The Developer reserves the right at any time during the Construction and Sales Period (and thereafter, all Co-owners or the Association, if applicable, reserve the right) to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Other Easements. The Developer reserves the right at any time during the Construction and Sales Period (and thereafter, all Co-owners or the Association, if applicable, reserve the right) to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

ARTICLE IX

AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Wayne County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or Mortgagee if the amendment does not materially alter or change the rights of any Co-owner or Mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the dimensions of unsold Units or for the purpose of facilitating mortgage loan financing for existing or prospective Co-owners.

2. The amendment may be made, even if it will materially alter or change the rights of the Co-owners or Mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and in some instances, two-thirds (2/3) of the Mortgagees (as required by law or the Condominium Documents); provided, that a Co-owner's Unit dimensions may not be modified without his 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 may be rented be modified without the consent of each affected Co-owner and Mortgagee. The affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such votes. Rights reserved by the Developer herein shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer any Unit for sale in the Project. Developer shall be entitled to vote for all Units created by the Master Deed but not yet conveyed. The required votes may be achieved by written consent or by votes at a meeting called for such purpose, or by a combination of votes and consents.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or Mortgagee for the specific purpose(s) in this Master Deed, including any of the following purposes:

- a. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements including revising the Subdivision Plan to fully comply with the applicable regulations unless the error was substantially relied upon by a Co-owner;
- b. To clarify or explain the provisions of this Master Deed or its exhibits;
- c. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;
- d. To create, grant, make, define or limit easements affecting the Condominium Project as allowed under the law;
- e. To terminate or eliminate reference to any right which Developer has reserved to itself herein;
- f. To make alterations described in Article VI above, even if the number of Units in the Condominium Project would thereby be increased or reduced; and
- g. To adjust the Percentages of Value as provided in Article V above.

Except as otherwise provided in VI above, Amendments of the type described in this subsection Article IX.B may be made by the Developer without the consent of the Co-owners or Mortgagees, and any Co-owner or Mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

C. A person causing or requesting an amendment to the Condominium Documents

shall be responsible for costs and expenses of the amendment, except for amendments proposed by the Association (if applicable), the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded. An amendment to this Master Deed or other Condominium Documents shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each Co-owner.

D. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer, all Mortgagees, and all Co-owners (other than the Developer). Consent shall be evidenced by their execution of a termination agreement and the termination shall become effective only when the agreement is so evidenced of record.

ARTICLE X

MORTGAGEE VOTES

A. To the extent that the Act or these Condominium Documents require a vote of Mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act, MCL 559.190a, control. Only those Mortgagees who hold a first recorded mortgage or a recorded assignment of a first mortgage against one or more Units in the Project are entitled to vote on amendments to the Condominium Documents, and only under the following circumstances:

1. Termination of the Project.
2. A change in the method or formula used to determine 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 Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage.
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 Project.
7. Amendments requiring the consent of all affected Mortgagees under Section 90(4) of the Act.
8. Any other situations under which Mortgagees may vote as set forth in the Condominium Documents.

Each Mortgagee entitled to vote shall have one vote for each Unit in the Condominium Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Unit.

B. The Association, or if there is no Association, the Developer, or the Developer and the Co-owners shall give notice to each Mortgagee entitled to vote containing all of the following:

1. A copy of the amendment or amendments as passed by the Co-owners.
2. A statement of the date that the amendment was approved by the Co-owners.
3. A statement of the number of Units subject to the mortgage or mortgages of the Mortgagee.
4. The date by which the Mortgagee must return its ballot.
5. An envelope addressed to the entity authorized by the Board of Directors (or if there is no Association, then as authorized by the Co-owners) for tabulating mortgagee votes.
6. A statement containing language in substantially the following form:

"A review of the Association/Condominium Project's records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in Fordline Condominium. The Co-owners of the Condominium adopted the attached Amendment to the Condominium Documents on [INSERT CONTROL DATE]. Pursuant to the terms of the Condominium Documents and/or the 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 sixty-six and two-thirds percent (66-2/3%) of the mortgages. In order to vote, you must indicate approval or rejection on the enclosed ballot, sign it, and return it no later than ninety (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."

7. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the Mortgagee or an office of the Mortgagee.

C. The Association, or if there is no Association, the Developer, or the Developer and the Co-owners, shall mail the notice described in the preceding Subsection B.6 to the first Mortgagee at the address provided in the mortgage or assignment of mortgage or notices.

D. The amendment is considered approved by the first mortgagees if it is approved by sixty-six and two-thirds percent (66-2/3%) of the mortgagees whose ballots are received or are considered to be received and approved.

E. The Association, or if there is no Association, the Developer, or the Developer and the Co-owners, 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.

ARTICLE XI

LIMITATION OF LIABILITY

The enforcement of any rights or obligations contained in the Condominium Documents against the Developer while the Developer owns any portion of the Condominium Project shall be limited to the interest of the Developer in the Condominium Project. No judgment against the Developer shall be subject to execution of, or be a lien on any assets of, the Developer other than the Developer's interest in the Condominium Project, and only to the extent permitted by law.

ARTICLE XII

EXCEPTION TO MASTER DEED REQUIREMENTS

Nothing contained in this Master Deed is intended to, nor shall it be construed to (A) impose any requirements upon a Co-owner that are not otherwise enforceable under applicable law; or (B) restrict a Co-owner from complying with applicable law for the development and use of the Co-owner's Unit.

ARTICLE XIII

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, if applicable. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

[Signature Page Follow]

DEVELOPER:

SOUTHGATE COMMUNITY SCHOOLS,
a Michigan general powers school district

By: _____

Name: Sharon Irvine

Its: Superintendent of Schools

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this ____ day of _____, 2024, the foregoing Master Deed was acknowledged before me by Sharon Irvine, Superintendent of Schools of Southgate Community Schools, a Michigan general powers school district, on behalf of Southgate Community Schools

Notary Public, _____ County, Michigan
My commission expires: _____
Acting in _____ County

*This Master Deed was prepared by (without
opinion of title) and upon recording return to:*

Kirk C. Herald, Esq.
Thrun Law Firm, P.C.
2900 West Road, Suite 400
East Lansing, Michigan 48823
Telephone: (517) 374-8819

EXHIBIT A
CONDOMINIUM BYLAWS
(See Attached)

EXHIBIT B
CONDOMINIUM SUBDIVISION PLAN

(See Attached)

CONDOMINIUM BYLAWS
OF
FORDLINE CONDOMINIUM
(No Common Elements)

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ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Organization. Fordline Condominium, a residential site condominium project, located in the City of Southgate, Wayne County, Michigan does not require any formal day-to-day administration by an association of Co-Owners duly incorporated as a non-profit corporation because there are no Common Elements. The Co-Owners collectively shall serve as the Association, as defined in the Master Deed, to the extent required by the Act. All Co-Owners shall be responsible for complying with the Condominium Documents and all Applicable Laws applicable to that Co-Owner's Unit. To the extent a Co-Owner fails to do so, the other Co-Owners shall have the right to enforce these terms as provided in ARTICLE IX and below.

Section 2. Compliance. All present and future Co-Owners, mortgagees, lessees, occupants, and all other persons and entities who may in any manner use, enter upon, or acquire any interest in the Condominium Premises, or any Unit in the Condominium, shall be subject to and comply with the provisions of the Michigan Condominium Act and the Condominium Documents, including, but not necessarily limited to, any provision pertaining to the use and operation of the Condominium Premises and the property of the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, or the act of occupancy of a Unit or presence in the Condominium shall constitute an acceptance of the provisions of these instruments (including the Master Deed and these Bylaws) and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Bylaws govern the general management, operation, maintenance, administration, use, and occupancy of the Condominium Project and all such activities shall be performed in accordance with the provisions of these Bylaws. These Bylaws are the bylaws required by the Michigan Condominium Act.

Section 4. Terms. All terms used in these Bylaws shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Bylaws are attached as an exhibit.

Section 5. Condominium Documents. The Association is required to keep current copies of the Condominium Documents available at reasonable hours to Co-Owners, prospective purchasers, and prospective mortgagees of Units. Each Co-Owner shall comply with this provision in lieu of the Association until and unless an Association is created as a non-profit corporation.

ARTICLE II

MEMBERSHIP AND VOTING

Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, there are no membership and voting terms and conditions established by these Bylaws. Rather, all voting shall be conducted based on each Co-Owner's percentage of value as set forth in the Master Deed. If hereafter Common Elements are created and the Developer and/or Co-Owners elect to establish a non-profit corporation to serve as the Association of Co-Owners to administer, operate, manage, and maintain the affairs of the Condominium Project, the rights, privileges, terms and conditions of membership and voting in

connection with the Association shall be added to these Bylaws as an amendment in accordance with the procedure for amending Condominium Documents established in the Master Deed and subject to the requirements in ARTICLE I above.

ARTICLE III

MEETINGS AND QUORUM

Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, there are no meetings and quorum established by these Bylaws except to the extent required by the Act, an annual meeting. If hereafter Common Elements are created and the Developer and/or Co-Owners elect to establish a non-profit corporation to serve as the Association of Co-Owners to administer, operate, manage, and maintain the affairs of the Condominium Project, the terms and conditions of the meetings and quorum in connection with the Association shall be added to these Bylaws as an amendment in accordance with the procedure for amending Condominium Documents established in the Master Deed and subject to the requirements in ARTICLE I above.

ARTICLE IV

ADMINISTRATION

Section 1. Administration Generally. Because there is no non-profit corporation established to serve as the Association of Co-Owners established for the reason provided in ARTICLE I above, there are no terms pertaining to the administration of the Association established by these Bylaws, including, without limitation, indemnification and insurance obligations of an Association. Each Co-Owner shall be responsible for its own insurance except as may be expressly provided otherwise for the Easements, such that an advisory committee of non-Developer Co-Owners will not be established, unless required by the Act. By accepting title to a Unit, the Unit's Co-Owner shall be deemed to have agreed to that no advisory committee is required under these conditions. If hereafter Common Elements are created and the Developer and/or Co-Owners elect to establish a non-profit corporation to serve as the Association of Co-Owners to administer, operate, manage, and maintain the affairs of the Condominium Project, the administration terms and conditions of the Association shall be added to these Bylaws as an amendment in accordance with the procedure for amending Condominium Documents established in the Master Deed and subject to the requirements in ARTICLE I above.

Section 2. Indemnification. There are no indemnification rights by or through the Association for the reason a non-profit corporation is not needed to serve as the Association.

ARTICLE V

INSURANCE; REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

Section 1. Association Obligations. Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, there is no insurance and requirements to repair or replace improvements by an Association

established by these Bylaws. If hereafter Common Elements are created and the Developer and/or Co-Owners elect to establish a non-profit corporation as the Association of Co-Owners to administer, operate, manage, and maintain the affairs of the Condominium Project, insurance and requirements for repair and replacement of improvements connection with the Association shall be established and added to these Bylaws as an amendment in accordance with the procedure for amending Condominium Documents established in the Master Deed and subject to the requirements in ARTICLE I above.

Section 2. Co-Owner Obligations.

(a) Insurance. Each Co-Owner shall obtain fire and extended coverage and vandalism and malicious mischief insurance with respect to its Unit and improvements constructed or to be constructed, and for its personal property located within the boundaries of its Condominium Unit. Each Co-Owner also will be obligated to obtain insurance coverage for its personal liability for occurrences within the boundaries of its Unit.

(b) Reconstruction and Repair. Each Co-Owner shall be responsible for performing reconstruction and repair of its Unit, including, without limitation, all structures and improvements thereon, in accordance with the Condominium Documents and Applicable Laws, to a condition as comparable as possible to the condition immediately prior to the damage or destruction, subject to modification to the extent it does not adversely affect the use or value of the other Unit in the Condominium Project.

(c) Eminent Domain. In the event of a taking by condemnation of the entire Condominium Project, each Co-Owner shall be entitled to share the award based on the percentage of value of each Unit to the other, as adjusted to account for the current value of the improvements on each Unit. In the event of a taking by condemnation of less than the entire Condominium Project but includes parts of more than one (1) Unit, the above calculation shall be adjusted to equitably share the award. If only one Unit is taken by condemnation, the Co-Owner of such Unit shall be entitled to the entire award. The affected Co-Owner in each case shall have the right to negotiate and agree to the award for only its affected Unit.

(d) Construction Liens. A construction lien for work performed upon a Unit at the request of a Co-Owner may only attach to the Co-Owner's Unit.

ARTICLE VI

USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Units therein, the use of Condominium Premises shall be subject to the limitations set forth below:

(a) Permitted Use. Each Unit shall only be used for purposes permitted by Applicable Laws.

(b) Nuisance; Noise. No Co-Owner will do or permit to be done any act or condition within its Unit which is or may become a nuisance. Each Co-Owner shall be respectful of the other Co-Owner's use of its Unit by managing the noise so as to comply with all noise ordinances. Further, neither shall any Co-Owner store any property or thing that will cause its Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept within any Unit that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding Units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a Unit.

(c) Prohibited Uses. Units may not be used or leased for any purpose other than for single-family residential purposes.

Section 2. Establishment of Construction Requirements. Each Co-Owner agrees to the following:

(a) Reasonable Accommodations. Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act and other Applicable Laws to accommodate persons with disabilities. Developer and all Co-Owners shall comply with MCL §559.147a.

(b) Environmental Matters. As used in these Bylaws, the term "**Hazardous Materials**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, any agency of the State of Michigan, or any agency of the United States government, including, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (ii) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. (42 U.S.C. 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. (42 U.S.C. 9601), (iv) petroleum and any petroleum by-products, and (v) asbestos. Co-Owners shall not, nor shall they permit Co-Owner's Agents, to bring upon, keep, store, use or dispose of any Hazardous Materials on, in, under or about the Condominium Project except in compliance with Applicable Laws. Each Co-Owner shall cause the presence, use, storage and/or disposal of any Hazardous Materials on, in, under or about the Condominium Project by such Co-Owner or such Co-Owner Affiliates to be in complete compliance with all Applicable Laws including those stated above in this Subsection. Each Co-Owner shall defend, indemnify, protect and hold the other Co-Owner and Developer harmless from and against all claims, costs, fines, judgments and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials in, on, under or about the Condominium Project caused by the acts, omissions or negligence of Co-Owner and/or such Co-Owner's Agents.

Section 3. General Provisions.

(a) Zoning. Except as provided in this Article VI, all applicable restrictions imposed by the City of Southgate shall apply to all Units in Fordline Condominium.

(b) Compliance with Laws. Except as provided in this Article VI, all improvements to the Condominium Project, and their construction, installation, maintenance, and use, must comply with all Applicable Laws.

(c) No Third-Party Beneficiaries. No third party, except grantees, heirs, representatives, successors, and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.

Section 4. Enforcement of Restrictions. A breach of any provision contained in this ARTICLE VI shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.

Section 5. Persons Subject to Restrictions. All present and future Co-Owners, tenants, and any other persons or occupants, including, without limitation, the Co-Owner's Agents using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, and these Bylaws.

Section 6. Property Subject To These Restrictions. All of the Units in the Condominium are and shall remain subject to these restrictions.

Section 7. Exceptions. Nothing herein shall be deemed to subject the Developer, as a Michigan general powers school district, to any laws, rules, regulations, or ordinances that it would not otherwise be subject notwithstanding the Condominium Documents.

ARTICLE VII

LEASES

Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, the Developer and all Co-Owners by virtue of accepting the deed for a Unit hereby agree that in lieu of disclosing the intent to rent or lease its Unit to the Association, they will hereby notify one another that each Co-Owner intends to lease its Unit to third parties, subject to and in accordance with the terms of the Condominium Documents, the Act, and Applicable Laws. Upon each Co-Owner's written request to the other, each Co-Owner agrees to furnish a copy of any executed lease(s) to the other with all financial information and other confidential provisions redacted so as to allow such requesting party to confirm that the tenants and other occupants are required to comply with the terms of the Condominium Documents and the Act. If and to the extent that these provisions expressly conflict with the Act, the Act shall supersede these provisions but only to the extent of an express conflict.

ARTICLE VIII

MORTGAGES

Section 1. Notice of Mortgage. Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, each Co-Owner assumes responsibility with respect to mortgagees as provided herein. To the extent required by the Act, a Co-Owner who mortgages a Unit shall notify the other Co-Owner of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage with the Co-Owner. If the Co-Owner does not receive such notice, it shall be relieved of any duty to provide the mortgagee any notice required by the Master Deed or these Bylaws unless the Act expressly prohibits this release.

Section 2. Notice of Default. The non-defaulting Co-Owner shall give to the holder of any first mortgage covering any Unit in the Condominium Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days if such mortgagee has, in writing, requested the non-defaulting Co-Owner to report such defaults to it.

Section 3. Other Notices and Rights. Because there are no Common Elements and no non-profit corporation established to serve as the Association, there will be no notices provided to mortgagees pertaining to insurance over the Common Elements, dates of meetings of the Association, and financial statements. In addition, for the same reason, there are no audit rights granted to mortgagees and no obligation of the mortgagees to pay assessments in the event of a foreclosure.

Section 4. Notice of Foreclosure by First Mortgagee. To the extent required by the Act, the mortgagee of a mortgage of record of a Unit shall give notice to the non-defaulting Co-Owners of (a) the commencement of foreclosure of the mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the non-defaulting Co-Owners by certified mail, addressed to the resident agent of the non-defaulting Co-Owners at the agents' address, or to the address each the non-defaulting Co-Owner provides to the mortgagee, if any, within ten (10) days after the first publication of the notice; (b) mortgagee's intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage, if any; (c) the date of the mortgage and the date the mortgage was recorded; (d) the amount claimed to be due on the mortgage on the date of the notice; and (e) a description of the mortgaged premises that substantially conforms with the description of the Unit contained in the mortgage upon the non-defaulting Co-Owners by certified mail, addressed to the resident agent of the non-defaulting Co-Owners at the agents' address, or to the address the non-defaulting Co-Owners provides to the mortgagee, if any, not less than ten (10) days before commencement of the judicial action.

Failure of the mortgagee to provide notice as required by this Section 4 shall only provide the non-defaulting Co-Owners with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

ARTICLE IX

REMEDIES FOR DEFAULT

Section 1. Relief Available.

(a) Relief Available to Association. Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, there is no relief granted to an Association of the Co-Owners.

(b) Relief Available to a Co-Owner. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

(c) Arbitration. Disputes, claims, and grievances arising out of or relating to the interpretation or application of the Condominium Documents or arising out of disputes among or between Co-Owners shall be submitted to arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

Section 2. Failure to Enforce. The failure of any Co-Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of any such Co-Owner to enforce such right, provision, covenant, or condition in the future.

Section 3. Rights Cumulative. All rights, remedies, and privileges granted to the Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Actions to Be Brought in Association's Name. Actions on behalf of and against the Co-Owners will not be brought in the name of the Association as there is no non-profit corporation established to serve as the Association as provided in ARTICLE I above.

Section 5. Indemnification. If a non-profit corporation is established to serve as the Association of Co-Owners, the Board of Directors of the Association shall be indemnified except for its willful and wanton misconduct or gross negligence. At least ten (10) days' notice shall be given to the Co-Owners before any such payment is made pursuant to this section.

ARTICLE X

SEVERABILITY

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

terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XI

RULES AND REGULATIONS

Because there is no non-profit corporation established to serve as the Association of Co-Owners for the reason provided in ARTICLE I above, there are no rules and regulations established by and pursuant to these Bylaws. If hereafter Common Elements are created and the Co-Owners elect to establish a non-profit corporation to serve as the Association of Co-Owners to administer, operate, manage, and maintain the affairs of the Condominium Project, the Association may be given the right to establish rules and regulations which shall be effectuated by an amendment to these Bylaws in accordance with the procedure for amending Condominium Documents established in the Master Deed.

ARTICLE XII

CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other law of the United States or of the State of Michigan) and any of the Condominium Documents, the Act (or other law) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed;
- (2) These Bylaws; and
- (3) The Condominium Subdivision Plan.

ARTICLE XIII

CO-OWNER EXCEPTION FROM BYLAW REQUIREMENTS

Nothing contained in these Bylaws is intended to, nor shall it be construed to (i) impose any requirements upon a Co-Owner that are not otherwise enforceable under Applicable Laws; and/or (ii) restrict a Co-Owner from complying with Applicable Laws for the development and use of the Co-Owner's Unit.

