

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**March 4, 2019**  
**6:30 p.m.**

**AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person)\*:

**Approval of Consent Agenda:**

1. Payment of Bills.
2. Request to Approve Minutes: February 18, 2019
3. Consider approval of a notice of Special Election as requested by the Township Clerk.

**Approval of Regular Agenda:**

4. Third review of budgets related to Funds 101, 212, 261, 264, 270, and 271 for the fiscal year beginning April 1, 2019 through March 31, 2020 as submitted by Skolarus.

- A. Consider approval of Livingston County Road Commission Pavement Management Program projects as recommended by the Township Manager.
- B. Direct the Township Clerk to publish the statutory notice for F.Y. 2019/2020 Budgets.

5. Recommendation by Dr. Greg Tatara regarding the Lake Edgewood and Oak Pointe Sewer and Water Systems.

- A. Request to amend the operating budgets for Fiscal Year ending March 31, 2019 for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.
- B. Request to approve the Budget for the Fiscal Year beginning April 1, 2019, and ending March 31, 2020 for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.
- C. Request to approve an increase to the Oak Pointe Metered water charge from \$3.62/1,000 gallons to \$3.80/1,000 gallons beginning May 1, 2019.
- D. Request to increase the Oak Pointe Sewer metered charge from \$5.98/1,000 gallons to \$6.22/1,000 gallons, and to increase the flat sewer rate charge to include \$95/quarter for Operations and Maintenance and \$40/quarter for grinder pump maintenance to a total charge of \$135 per quarter beginning May 1, 2019.

6. Request for approval of other amendments as submitted by Utility Department Director Greg Tatara.

- A. Request for approval of the 2019-2020 System Labor and Equipment Percentage Allocation.
- B. Request to amend the Utility Department Budget for Fiscal Year ending March 31, 2019.
- C. Request to approve the proposed Utility Department Budget for the Fiscal Year ending March 31, 2020.

7. Request to authorize the Utility Department Director to purchase the necessary vehicles as budgeted to maintain the Utility Department Fleet, to purchase the new wide format plotter and to contract for the engineer position on a part-time basis with Tetra Tech.

8. Consideration of a recommendation for approval of a special land use, site plan and environmental impact assessment for a proposed 25-unit site condominium with a special land use to allow for grading within the 25-foot natural features setback. The property in question is located on approximately 61 acres involving parcels 11-33-400-003 and 11-34-300-005 on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The request is petitioned by Chestnut Development LLC.

- A. Disposition of Special Land Use Application
- B. Disposition of Environmental Impact Assessment
- C. Disposition of Final Condominium Site Plan

Correspondence  
Member Discussion  
Adjournment

\*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 4, 2019

TOWNSHIP GENERAL EXPENSES: Thru March 4, 2019	\$178,310.61
February 22, 2019 Bi Weekly Payroll	\$88,679.31
OPERATING EXPENSES: Thru March 4, 2019	\$267,625.04
TOTAL:	<u>\$534,614.96</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
02/12/2019	35043	ADVANCED DISPOSAL SERVICES	87,229.00
02/12/2019	35044	ALLSTAR ALARM LLC	214.00
02/12/2019	35045	AMERICAN AQUA	80.75
02/12/2019	35046	JESSICA BUTTERMORE	111.29
02/12/2019	35047	COMCAST	968.04
02/12/2019	35048	CONSUMERS ENERGY	595.03
02/12/2019	35049	DYKEMA GOSSETT, PLLC	2,916.00
02/12/2019	35050	LAURA GAMBINO	190.78
02/12/2019	35051	LIVINGSTON COUNTY TREASURER	48.75
02/12/2019	35052	MASTER MEDIA SUPPLY	25.22
02/12/2019	35053	WELLNESS IQ	164.00
02/14/2019	35054	BLUE CROSS & BLUE SHIELD OF MI	37,491.99
02/14/2019	35055	LIVINGSTON PRESS & ARGUS	70.00
02/14/2019	35056	HART INTERCIVIC, INC.	185.00
02/14/2019	35057	SAFEBUILT STUDIO	2,261.16
02/14/2019	35058	STATE TAX COMMISSION	1,000.00
02/20/2019	35059	AT&T	248.84
02/20/2019	35060	BULLSEYE TELECOM	436.85
02/20/2019	35061	DELTA DENTAL	3,723.74
02/20/2019	35062	EHIM, INC	7,142.93
02/20/2019	35063	ETNA SUPPLY COMPANY	18,330.00
02/20/2019	35064	GUARDIAN	2,554.84
02/20/2019	35065	NORTHWEST PIPE & SUPPLY	48.72
02/20/2019	35066	PACKERLAND RECORDS MANAGEMENT	25.00
02/20/2019	35067	TETRA TECH INC	500.00
02/20/2019	35068	US BANK EQUIPMENT FINANCE	1,840.85
02/20/2019	35069	KELLY VANMARTER	300.00
02/20/2019	35070	VERIZON WIRELESS	374.69
02/26/2019	35071	ACCIDENT FUND	830.00
02/26/2019	35072	MICHAEL ARCHINAL	500.00
02/26/2019	35073	AT&T	33.36
02/26/2019	35074	BRANDON VANMARTER	150.00
02/26/2019	35075	JESSICA BUTTERMORE	15.89
02/26/2019	35076	CHASE CARD SERVICES	110.00
02/26/2019	35077	COMCAST	191.93
02/26/2019	35078	DTE ENERGY	45.60
02/26/2019	35079	FEDERAL EXPRESS	98.96
02/26/2019	35080	MHOG	3,500.00
02/26/2019	35081	SEWARD HENDERSON PLLC	3,594.50
02/26/2019	35082	WALMART COMMUNITY	162.90

FNBCK TOTALS:

Total of 40 Checks:	178,310.61
Less 0 Void Checks:	0.00
Total of 40 Disbursements:	<u>178,310.61</u>



Check Register Report For Genoa Charter Township  
For Check Dates 02/22/2019 to 02/22/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
02/22/2019	FNBCK	12893	LEDFOED, JEAN	200.74	164.04	0.00	Open
02/22/2019	FNBCK	EFT314	FLEX SPENDING (TASC)	1,032.12	1,032.12	0.00	Open
02/22/2019	FNBCK	EFT315	INTERNAL REVENUE SERVICE	20,661.85	20,661.85	0.00	Open
02/22/2019	FNBCK	EFT316	PRINCIPAL FINANCIAL	3,636.00	3,636.00	0.00	Open
02/22/2019	FNBCK	EFT317	PRINCIPAL FINANCIAL	1,940.36	1,940.36	0.00	Open

Totals: Number of Checks: 005 27,471.07 27,434.37 0.00

Total Physical Checks: 1 Dir. Dep.

Total Check Stubs: 4 61,244.94

\$88,679.31

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
02/14/2019	4543	ST JOHN PROVIDENCE OCC HEALTH HOWEL	130.00
02/14/2019	4544	WEX BANK	2,523.96
02/15/2019	4545	CHASE CARD SERVICES	6,008.83
02/15/2019	4546	MWEA	345.00
02/15/2019	4547	POSTMASTER	299.60
02/15/2019	4548	ST JOHN PROVIDENCE OCC HEALTH HOWEL	130.00
02/15/2019	4549	VERIZON WIRELESS	776.21
02/19/2019	4550	ADVANCE AUTO PARTS	110.94
02/19/2019	4551	ABE'S AUTO GLASS, INC.	247.00
02/19/2019	4552	AUTO-LAB OF LIVINGSTON	1,229.46
02/19/2019	4553	BUSINESS IMAGING GROUP	35.66
02/19/2019	4554	D&G EQUIPMENT, INC.	45.90
02/19/2019	4555	JACK DOHENY COMPANIES, INC	266.50
02/19/2019	4556	MASTER MEDIA SUPPLY	371.78
02/19/2019	4557	OHM ENGINEERING ADVISORS	2,678.75
02/19/2019	4558	PFEFFER, HANNIFORD, PALKA	1,500.00
02/19/2019	4559	PORT CITY COMMUNICATIONS, INC.	268.42 V
		Void Reason: MADE OUT FOR THE WRONG AMOUNT	
02/19/2019	4560	USA BLUEBOOK	1,229.18
02/19/2019	4561	VICTORY LANE QUICK OIL CHANGE	88.77
02/19/2019	4562	PORT CITY COMMUNICATIONS, INC.	368.42
02/20/2019	4563	GENOA TOWNSHIP	150,000.00
02/26/2019	4564	AARON KORPELA	20.75
02/26/2019	4565	AK SERVICE DRIVER TESTING, LI	300.00
02/26/2019	4566	GREG TATARA	700.00
02/26/2019	4567	HOME DEPOT CREDIT SERVICES	1,325.10
02/26/2019	4568	TYLER CASTRO	30.53

503FN TOTALS:

Total of 26 Checks:	171,030.76
Less 1 Void Checks:	268.42
Total of 25 Disbursements:	<u>170,762.34</u>

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
02/18/2019	4493	ABE'S AUTO GLASS, INC.	80.00
02/18/2019	4494	AT&T	148.11
02/18/2019	4495	AUTOMATION DIRECT	232.00
02/18/2019	4496	COMPLETE BATTERY SOURCE	284.76
02/18/2019	4497	COOPER'S TURF MANAGEMENT LLC	550.00
02/18/2019	4498	CSM MECHANICAL, LLC	7,775.00
02/18/2019	4499	DUBOIS-COOPER	3,493.00
02/18/2019	4500	ETNA SUPPLY COMPANY	2,443.00
02/18/2019	4501	FASTENAL COMPANY	198.40
02/18/2019	4502	FERGUSON WATERWORKS #3386	1,415.22
02/18/2019	4503	GENOA TOWNSHIP D.P.W. FUND	21,380.42
02/18/2019	4504	GENOA TOWNSHIP D.P.W. FUND	18,509.67
02/18/2019	4505	K & J ELECTRIC, INC.	2,951.00
02/18/2019	4506	KENNEDY INDUSTRIES	275.00
02/18/2019	4507	KISM, LLC	4,800.00
02/18/2019	4508	LUCY'S STEEL AND ALUMINUM SALES	110.15
02/18/2019	4509	MICHIGAN CAT	244.75
02/18/2019	4510	PFEFFER, HANNIFORD, PALKA	3,000.00
02/18/2019	4511	STANDARD ELECTRIC	55.69
02/18/2019	4512	TRUE VALUE HARDWARE	22.96
02/18/2019	4513	UIS SCADA	556.00
02/18/2019	4514	USA BLUEBOOK	1,647.14
02/18/2019	4515	WATER SOLUTIONS UNLIMITED, INC	1,985.00
02/18/2019	4516	WIN-911 SOFTWARE	495.00
02/26/2019	4517	AT&T LONG DISTANCE	41.58
02/26/2019	4518	BRIGHTON ANALYTICAL , L.L.C.	185.00
02/26/2019	4519	CONSUMERS ENERGY	394.29

592FN TOTALS:

Total of 27 Checks:	73,273.14
Less 0 Void Checks:	0.00
Total of 27 Disbursements:	<u>73,273.14</u>

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
02/18/2019	3543	CONSUMERS ENERGY	811.05
02/19/2019	3544	COOPER'S TURF MANAGEMENT LLC	275.00
02/19/2019	3545	GENOA TOWNSHIP D.P.W. FUND	11,061.58
02/19/2019	3546	KISM, LLC	2,940.00
02/19/2019	3547	KISM, LLC	780.00
02/19/2019	3548	PFEFFER, HANNIFORD, PALKA	2,000.00
02/19/2019	3549	STATE OF MICHIGAN	3,650.00
02/19/2019	3550	AUTOMATION DIRECT	116.00
02/19/2019	3551	COMPLETE BATTERY SOURCE	153.62
02/26/2019	3552	BRIGHTON ANALYTICAL , L.L.C.	67.00
02/26/2019	3553	BULLSEYE TELECOM	235.31

593FN TOTALS:

Total of 11 Checks:	22,089.56
Less 0 Void Checks:	0.00
Total of 11 Disbursements:	<u>22,089.56</u>

Check Date	Check	Vendor Name	Amount
Bank 595FN PINE CREEK OPERATING FUND #595			
02/18/2019	2209	PFEFFER, HANNIFORD, PALKA	1,500.00

595FN TOTALS:

Total of 1 Checks:	1,500.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>1,500.00</u>

**GENOA CHARTER TOWNSHIP BOARD**

**Regular Meeting**

**February 18, 2019**

**MINUTES**

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m., with the Pledge of Allegiance. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Robin Hunt, Jim Mortensen, Terry Croft, Diana Lowe and Jean Ledford. Also present were Township Manager, Michael Archinal; Township Attorney, Joe Seward; and three persons in the audience.

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Lowe and supported by Croft to approve items 1 and 2 on the consent agenda, moving item 3 to the regular agenda for discussion. The motion carried unanimously.

**1. Payment of Bills.**

**2. Request to Approve Minutes: February 4, 2019**

**Approval of Regular Agenda:**

Moved by Skolarus and supported by Lowe to approve for action all items listed under the Regular Agenda, tabling item 5 until the 2<sup>nd</sup> meeting in March. The motion carried unanimously.

**3. Consider a request from the Howell Area Parks and Recreation Authority to purchase two sets of soccer goals for a total cost of \$6,247.**

Moved by Mortensen and supported by Croft to approve the expenditure for new soccer goals as requested. The motion carried unanimously.

**4. Second review of budgets related to Funds 101, 212, 261, 264, 270, and 271 for the fiscal year beginning April 1, 2019 through March 31, 2020 as submitted by Skolarus.**

Budgets were discussed with no formal action taken by the board.

**5. Request for budget amendments for Funds 101, 261, 264, 270, and 271 as related to the fiscal year 2018/2019.**

Tabled until the 2<sup>nd</sup> meeting in March of the township board.

**6. Consider the purchase of a new phone system for the Township Hall at the recommendation of the IT Director, Adam VanTassell.**

Moved by Skolarus and supported by Lowe to approve the purchase of a phone system replacement contract with Comcast Business. The motion carried unanimously.

**7. Consider placing two 8-yard containers at the Township Hall for the collection of corrugated cardboard.**

Moved by Lowe and supported by Mortensen to approve the location of two containers for cardboard recycling at the Township Hall at a cost of \$89.00 per month per container with once a week collection. The motion carried unanimously.

**8. Discussion regarding special assessment procedures.**

The procedure was discussed. No action was taken by the board.

**Member Discussion:**

Archinal –

- The grant application was completed for a bike/walk path along Grand River from Hughes Road to Lynch Carpet.
- He will contact Tetra Tech with regard to a basketball court to be located on the Township Park site.
- An inquiry was made about a local solar project, leasing approximately 10 acres of land along the expressway at \$1,000.00 per year per acre.

Moved by Hunt and supported by Mortensen to adjourn the regular meeting of the Township Board at 7:43 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township Board



**Vote always.  
It is your right.  
It is your responsibility.  
Let your voice be heard at the ballot box.**

**NOTICE OF SPECIAL ELECTION  
May 7, 2019**

A Special Election is being held on May 7, 2019 with two proposals on the ballot. The first is a Local School District Bond proposal for Howell Public Schools. The second is a Brighton Area Fire Authority Fire Millage Proposition.

On Nov. 6, 2018 election laws changed as a result of a ballot question approved by voters that authorized same day voter registration, no reason absentee voting, and straight ticket voting. Residents may now register to vote right up to Election Day with proof of residency.

All registered voters may now vote a mail-in ballot. If you are a registered voter and choose to vote a mail-in ballot on a regular basis, just send me an e-mail [polly-vote@genoa.org](mailto:polly-vote@genoa.org) asking to receive an application *every time* there is an election. Once your request is received I will then send you an application for a ballot for every election to be held in Genoa Township - no need to ask twice. You will, however, be required to file an application for each election. Applications will be mailed to each registered voter approximately 45 days prior to an election and will be available on the township website at [genoa.org](http://genoa.org). Applications, when completed, may be faxed to (810) 227-3420, dropped at the township office, or mailed to:

Polly Skolarus, Clerk  
Genoa Charter Township  
2911 Dorr Road  
Brighton, MI 48116

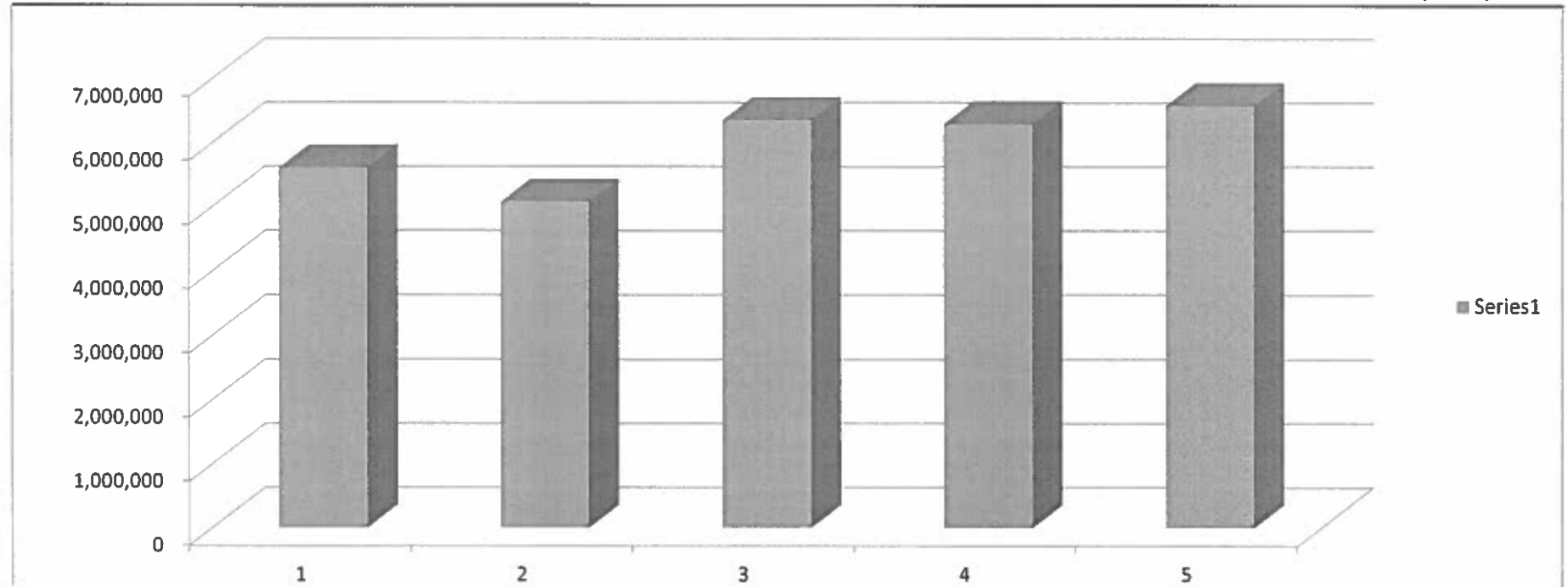
Once your application is received at the Township Hall a ballot will be mailed to your home. When you have completed voting the ballot, simply enclose the ballot in the **signed** return envelope and mail to my office or place the ballot in one of the drop boxes at the Township Hall. This will allow you to vote in the privacy of your home without having to wait in long lines.

Please be assured that your ballot will be counted on Election Day whether you vote in person or by mail-in ballot. Should you have any concerns about your vote being counted, please stop by my office and I or my staff will be glad to provide an overview of the process.

02/28/2019

All Funds Balance

	2015/16	2016/17	2017/18	2018/19	2019/20
Fund 101	1,777,793	2,138,371	2,394,987	2,327,504	2,141,254
Fund 212	671	1,100	2,838	4,933	4,760
Fund 261	1,356,488	1,155,703	1,372,804	1,360,673	1,491,423
Fund 264	1,518,832	1,142,661	1,594,003	1,456,182	2,033,779
Fund 270	793,045	498,789	805,857	950,057	678,757
Fund 271	172,536	151,764	196,571	209,546	241,546
<b>Total All Funds</b>	<b>5,619,365</b>	<b>5,088,388</b>	<b>6,367,060</b>	<b>6,308,895</b>	<b>6,591,519</b>



02/28/2019

## BUDGET REPORT FOR GENOA TOWNSHIP

Fund 101 General Fund

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
101-000-403-000	CURRENT REAL PROP TAX/INTEREST	845,920	858,935	884,853	870,000	752,662	870,000	885,000
101-000-407-000	DELINQ TAX - PERSONAL & REAL	6,088	10,489	2,030				
101-000-423-000	COLLECT FEES/EXCESS OF ROLL	299,329	322,582	331,536	345,000	237,904	345,000	350,000
101-000-423-100	COLLECTION FEE - SCHOOLS	24,897	25,282	24,945		25,167	26,000	26,000
101-000-423-200	SET FEES COLLECTED	195	195	163				
101-000-476-100	LICENSE/PERMIT/CABLE FRANCHISE	399,976	412,994	409,282	425,000	402,117	425,000	425,000
101-000-477-000	METRO ACT REVENUE	9,579	17,697		13,000	13,459	13,460	13,500
101-000-477-001	LCSA-PPT REIMBURSEMENT		17,418	18,565				
101-000-480-000	TRAILER FEES	3,003	5,354	3,577	3,500	2,429	3,500	3,600
101-000-574-000	STATE SHARED REVENUE	1,575,600	1,590,988	1,687,235	1,700,000	1,457,742	1,700,000	1,750,000
101-000-608-000	CHARGES FOR SERV-APPL FEES	68,666	37,739	42,564	60,000	57,218	60,000	50,000
101-000-631-000	REFUSE COLLECTION FEES	782,652	802,947	827,146	850,000	726,243	925,700	960,000
101-000-664-000	INTEREST	9,444	3,928	8,253	10,000	15,198	20,000	20,000
101-000-676-000	ADMIN FEE/UTILITY-OPERATING	53,000	54,100	55,185	54,550	42,440	54,550	56,000
101-000-676-100	ADM FEE LIQUOR LAW	3,500	3,500	3,500	3,500	2,625	3,500	3,500
101-000-678-300	TAXES ON LAND TRANSFER	142,699	148,885	119,945	118,000	3,599	118,000	120,000
101-000-695-000	OTHER/CEMETERY/ SCHOOLS		1,762					
101-000-699-001	MISC/SCHOOL/CEMETERY/ELECTI	37,540	69,049	15,784	15,000	8,789	15,000	50,000
101-000-699-002	MMRMA REIMBURSEMENT		24,658	17,305	10,000	14,770	15,000	15,000
<b>TOTAL ESTIMATED REVENUES</b>		<b>4,262,088</b>	<b>4,408,502</b>	<b>4,451,868</b>	<b>4,477,550</b>	<b>3,762,362</b>	<b>4,594,710</b>	<b>4,727,600</b>



GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ORIGINAL BUDGET	ACTIVITY 02/28/2019	AMENDED BUDGET	RECOMMENDED BUDGET
APPROPRIATIONS								
101-101-703-000	SALARIES/TRUSTEES	26,766	23,436	29,180	30,000	29,243	32,000	35,000
101-171-703-000	SALARIES/TWP SUPERVISOR	53,400	53,400	54,400	55,862	51,419	55,862	56,980
101-191-703-000	SALARIES/ELECTION	69,749	69,353	500	70,000	56,702	56,703	40,000
101-209-703-000	CONTRACTUAL SALARIES	357,790	348,382	357,451	387,450	340,661	387,450	394,000
101-210-801-000	PROF.CONTR./LEGAL	99,355	65,412	59,007	65,000	64,164	65,000	70,000
101-215-703-000	SALARIES/TWP CLERK	52,400	52,400	53,400	54,838	50,473	54,838	55,935
101-223-801-000	PROF. CONTR. AUDITOR	22,375	20,600	22,985	25,000	17,350	25,000	25,000
101-241-801-000	PROF.CONSULTING/ENG/PLANNING	21,998	22,246	17,971	50,000	14,133	25,000	50,000
101-247-703-000	BD OF REVIEW SALARIES	2,000	2,150	1,975	3,000	575	3,000	3,000
101-247-964-000	REFUNDS & CHARGEBACKS	4,090	2,028	697	10,000	716	10,000	10,000
101-253-703-000	SALARIES/TWP TREASURER	52,400	52,400	53,400	54,838	50,473	54,838	55,935
101-265-775-000	REPAIRS & MAINTENANCE	100,754	115,969	147,150	125,000	136,255	150,000	160,000
101-265-910-000	INSURANCE BC/BS & MCM	248,964	281,904	298,212	340,000	278,290	340,000	362,000
101-265-911-000	WELLNESS IQ REIMBURSE		519	5,254	10,000	3,980	4,000	10,000
101-265-920-000	UTIL:ELECTRICITY & NAT.GAS	20,314	18,624	21,773	22,000	8,086	22,000	22,000
101-284-703-000	SALARIES	260,546	281,503	288,783	323,000	318,439	345,000	352,000
101-284-704-000	RETIREMENT	87,850	83,953	99,933	115,000	92,401	115,000	120,000
101-284-715-000	EMPLOYER'S SHARE FICA	68,190	64,111	72,775	80,000	65,518	80,000	82,000
101-284-720-000	M.E.S.C.			300	20,000			20,000
101-284-727-000	PRINTG, POSTAGE, OFC SUPPLIES	83,863	79,333	61,893	95,000	72,116	95,000	95,000
101-284-728-000	ECONOMIC DEVELOPMENT	21,500	22,000	22,000	24,500	22,939	24,500	25,000
101-284-850-000	TELEPHONE	19,452	19,756	24,246	25,000	27,003	29,000	32,000
101-284-861-000	MILEAGE & TRAVEL EXPENSE	12,269	11,589	10,902	15,000	9,720	15,000	15,000
101-284-957-000	DUES	17,124	21,236	16,495	20,000	23,502	25,000	20,000
101-284-958-000	MEETING FEES & MISC. EXPENSES	20,944	31,428	13,016	25,000	28,968	30,000	30,000
101-284-958-001	692 RED OAKS DR		5,335	(565)				

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
101-284-959-000	APPL FEES EXPENSES	59,987	44,613	45,521	60,000	32,130	40,000	50,000
101-284-959-001	PLANNING /ZBA SALARIES	31,437	28,545	26,387	32,000	26,661	32,000	32,000
101-301-703-000	SALARY/ORDINANCE/ ZONING ADMIN	68,572	81,725	75,576	90,200	76,219	86,000	91,000
101-336-999-001	FIRE SUB STATION EXPENSES-DORR	1,435						
101-441-803-000	REFUSE MAINTENANCE	967,656	956,602	964,542	1,100,000	906,884	1,100,000	1,182,000
101-966-999-013	ADV FOR ROAD PROJECTS #264	450,000	600,000	150,000	150,000		150,000	150,000
101-966-999-027	FUT DEV PARKS & REC.#270	592,500	300,000	500,000	500,000		500,000	500,000
101-966-999-028	TRANS TO RESERVE BLDG/GRD #271	75,000	20,000	50,000	50,000		50,000	50,000
101-966-999-110	CONTINGENCIES				50,000		50,000	50,000
<b>TOTAL APPROPRIATIONS</b>		<b>4,520,755</b>	<b>4,047,926</b>	<b>4,195,250</b>	<b>4,732,688</b>	<b>2,867,349</b>	<b>4,662,191</b>	<b>4,913,850</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 101</b>		<b>(258,667)</b>	<b>360,576</b>	<b>256,618</b>	<b>(255,138)</b>	<b>895,013</b>	<b>(67,481)</b>	<b>(186,250)</b>
BEGINNING FUND BALANCE		2,028,270	1,777,795	2,138,369	2,394,985	2,394,985	2,394,985	2,327,504
FUND BALANCE ADJUSTMENTS		8,190						
<b>ENDING FUND BALANCE</b>		<b>1,777,793</b>	<b>2,138,371</b>	<b>2,394,987</b>	<b>2,139,847</b>	<b>3,289,998</b>	<b>2,327,504</b>	<b>2,141,254</b>

02/28/2019  
Fund 212 Liquor Law

BUDGET REPORT FOR GENOA TOWNSHIP

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
212-000-570-000	STATE SHARED REV LIQUOR LAW	13,660	13,833	14,942	15,500	14,034	15,500	15,700
<b>TOTAL ESTIMATED REVENUES</b>		<b>13,660</b>	<b>13,833</b>	<b>14,942</b>	<b>15,500</b>	<b>14,034</b>	<b>15,500</b>	<b>15,700</b>
<b>APPROPRIATIONS</b>								
212-000-956-000	MISC EXPENSE		200					
212-330-702-000	LIQUOR LAW ENF WAGES	8,240	8,240	8,240	8,240	6,180	8,240	9,064
212-330-704-000	RETIREMENT	824	824	824	824	618	824	906
212-330-715-000	EMPLOYER'S SHARE FICA	640	640	640	640	480	640	703
212-330-716-000	LIQUOR LAW ADM FEE/GENOA TWF	3,500	3,500	3,500	3,500	2,625	3,500	5,000
212-330-717-000	AUDITING EXPENSE	200			200	200	200	200
<b>TOTAL APPROPRIATIONS</b>		<b>13,404</b>	<b>13,404</b>	<b>13,204</b>	<b>13,404</b>	<b>10,103</b>	<b>13,404</b>	<b>15,873</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 212</b>		<b>256</b>	<b>429</b>	<b>1,738</b>	<b>2,096</b>	<b>3,931</b>	<b>2,096</b>	<b>(173)</b>
BEGINNING FUND BALANCE		415	671	1,100	2,837	2,837	2,837	4,933
ENDING FUND BALANCE		671	1,100	2,838	4,933	6,768	4,933	4,760

## 261 Future Roads

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
261-000-664-000	INTEREST	612	130	1,537	800	5,226	6,000	6,000
261-000-699-000	OPERATING TRANSFER IN	426,000	150,000	500,000	500,000		500,000	500,000
261-000-699-264	TRANS IN FROM 264		500,000					
<b>TOTAL ESTIMATED REVENUES</b>		<b>426,612</b>	<b>650,131</b>	<b>501,537</b>	<b>500,800</b>	<b>5,226</b>	<b>506,000</b>	<b>506,000</b>
<b>APPROPRIATIONS</b>								
261-330-717-000	MISC ROADS-CRACK SEAL				20,000	20,000	20,000	20,000
261-441-804-000	DUST CONTROL	59,209	56,790	70,484	70,000	67,247	67,250	70,000
261-470-802-000	NORTH SHORE ROAD IMPROVEMENT	14,000						
261-471-803-000	GRAND OAKS ROAD IMPROVEMENT		200,000					
261-472-804-000	GOLF CLUB	33,116						66,750
261-473-805-000	MCCLEMENTS	14,268						
261-477-809-000	TRI LAKES	136,999	11,714					
261-477-810-000	SUNDANCE TRAIL		30,000					
261-477-811-000	HUGHES ROAD		44,434		200,000	193,730	193,730	
261-477-813-000	WILDWOOD DRIVE		7,798					
261-477-817-000	LATSON ROAD SIGNAL				150,000	143,927	144,000	
261-477-818-000	HACKER AND LAWSON			120,372				
261-477-819-000	TIMBERVIEW			49,000				
261-477-820-000	OAK POINTE HONORS			44,000				
261-477-821-000	NOVEL ESTATES					34,250	34,250	
261-477-822-000	EARL LAKE					58,000	58,000	
261-477-823-000	DORR ROAD							217,500
261-906-956-000	MISC EXPENSE/AUDIT	624	180	580		882	900	1,000
261-966-999-264	TRANS OUT TO 264		500,000					
<b>TOTAL APPROPRIATIONS</b>		<b>258,216</b>	<b>850,916</b>	<b>284,436</b>	<b>440,000</b>	<b>518,036</b>	<b>518,130</b>	<b>375,250</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 261</b>		<b>168,396</b>	<b>(200,785)</b>	<b>217,101</b>	<b>60,800</b>	<b>(512,810)</b>	<b>(12,130)</b>	<b>130,750</b>
BEGINNING FUND BALANCE		1,188,092	1,356,488	1,155,703	1,372,803	1,372,803	1,372,803	1,360,673
ENDING FUND BALANCE		1,356,488	1,155,703	1,372,804	1,433,603	859,993	1,360,673	1,491,423

## 264 SADs Roads/Lakes

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
264-000-665-000	INTEREST	1,121	680	1,826	1,500	3,579	4,000	2,300
264-000-699-101	TRANSFER IN - FUND # 101	450,000	600,000	150,000	150,000		150,000	150,000
264-000-699-261	TRANSFER IN- FUND 261		500,000					
264-448-450-000	SAD PRINCIPAL - WHITE PINES LIGHTS	848	705	767	800	38	800	800
264-470-450-000	SAD PRINCIPAL - FENDT DRIVE W-22		(915)		48,040		81,389	81,389
264-470-678-000	NORTH SHORE ROAD IMPROVE SAD	11,897						
264-470-682-000	NORTH SHORE RDS ASSOCIATION	11,898						
264-471-450-000	SAD PRINCIPAL - GRAND OAKS-W-20		138,037	142,649	125,000	72,476	77,000	76,819
264-471-671-000	OTHER INCOME-GRAND OAKS- LCRC			157,793				
264-472-450-000	SAD PRINCIPAL - RED OAKS-W-22	59,762	59,268	59,811	56,600	5,927	56,600	55,860
264-473-450-000	SAD PRINCIPAL - GLENWAY DRIVE	15,628	15,628					
264-474-450-000	SAD PRINCIPAL - SUNRISE PARK-S-20		135,947	130,693	124,902	63,128	90,500	89,000
264-476-450-000	SAD PRINCIPAL - TIMBERVIEW-W-22			46,469	42,167	(766)	33,950	33,000
264-476-699-261	TRANSFER IN # 261 - TIMBERVIEW			49,000				
264-477-450-000	SAD PRINCIPAL - SUNDANCE TR-W-21		37,020	27,323	23,304	27,736	30,000	23,305
264-477-687-000	OP HONORS-SAD		178,000					
264-478-450-000	SAD PRINCIPAL- HOMESTEAD TR-W-20		38,333	37,171	35,429		35,429	34,800
264-479-450-000	SAD PRINCIPAL- E COON LAKE RD-S-21		26,961	19,608	19,607	17,157	19,607	19,608
264-480-699-261	TRANSFER IN # 261 - OAK POINTE HONORS			44,000				
264-482-450-000	SAD PRINCIPAL - HILLENDALE-S-20				7,535	7,932	7,931	7,138
264-484-450-000	EARL LAKE SAD PRIN W25					8,724	23,000	22,603
264-484-699-261	EARL LAKE TRANS IN FROM 261					58,000	58,000	
264-485-450-000	NOVEL ESTATES SAD PRIN W25					15,693	16,000	12,844
264-485-699-261	NOVEL ESTATES TRANS IN FROM 261					34,250	34,250	
264-570-450-000	SAD PRINCIPAL - LAKE CHEMUNG-W21	54,196	53,349	118,033	68,325	39,988	66,926	66,000
264-571-450-000	SAD PRINCIPAL - PARDEE LAKE-W-20	24,054	26,000	26,000	25,000	1,814	26,000	25,395
264-572-450-000	SAD PRINCIPAL - GRAND BEACH WEEDS		9,336	9,336	9,336	267	9,336	9,336
264-573-450-000	SAD PRINCIPAL- E/W CROOKED LK S-18	20,419	19,434	19,161	18,500	19,758	20,000	20,000
264-574-450-000	SAD PRINCIPAL - ROUND LAKE							
<b>TOTAL ESTIMATED REVENUES</b>		<b>649,823</b>	<b>1,837,783</b>	<b>1,039,640</b>	<b>756,045</b>	<b>375,701</b>	<b>840,718</b>	<b>730,197</b>

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>APPROPRIATIONS</b>								
264-448-801-000	PROJECT COSTS - WHITE PINES LIGHTS	661	841	767	800	653	800	
264-470-801-000	PROJECT COSTS - FENDT DRIVE W-22				242,000	426,321	426,321	
264-470-802-000	PROJECT COSTS-FENDT DRIVE	22,197						
264-471-801-000	PROJECT COSTS - GRAND OAKS	1,980	619,730					
264-472-801-000	PROJECT COSTS - RED OAKS			7,110				
264-474-801-000	PROJECT COSTS - SUNRISE PARK	4,415	535,114					
264-475-801-000	PROJECT COSTS - MOUNTAIN/MYSTIC/MILROY		508					
264-476-801-000	PROJECT COSTS - TIMBERVIEW			265,698				
264-477-801-000	PROJECT COSTS - SUNDANCE TRAIL	1,700	155,742					
264-477-816-000	PINE RIDGE PAVING-EXPENSES		1,007					
264-478-801-000	PROJECT COSTS - HOMESTEAD TRAIL	1,320	177,880					
264-479-801-000	PROJECT COSTS - E COON LAKE ROAD		124,405					
264-480-801-000	PROJECT COSTS - OAK POINTE HONORS		660	217,645				
264-482-801-000	PROJECT COSTS - HILLENDALE			1,519	21,000	20,605	21,000	
264-484-801-000	EARL LAKE PROJECT COSTS W-2018					1,260	242,000	
264-485-801-000	NOVEL ESTATES PROJECT COST W 2018					146,820	146,820	
264-570-801-000	PROJECT COSTS - LAKE CHEMUNG	52,169	57,672	29,582	60,000	45,654	47,000	60,000
264-571-801-000	PROJECT COSTS - PARDEE LAKE	21,456	24,866	21,952	30,000	26,750	30,000	28,000
264-572-801-000	PROJECT COSTS - GRAND BEACH WEEDS		1,080	9,230	10,000	7,479	10,000	10,000
264-573-801-000	PROJECT COSTS - E/W CROOKED LAKE WEEEDS	12,851	10,920	23,866	50,000	46,629	50,000	50,000
264-574-801-000	PROJECT COSTS - ROUND LAKE			1,619				
264-906-956-000	MISC EXPENSE	729	3,529	9,310	3,500	4,550	4,600	4,600
264-966-999-261	TRANS OUT TO FUND #261		500,000					
<b>TOTAL APPROPRIATIONS</b>		<b>119,478</b>	<b>2,213,954</b>	<b>588,298</b>	<b>417,300</b>	<b>726,721</b>	<b>978,541</b>	<b>152,600</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 264</b>		<b>530,345</b>	<b>(376,171)</b>	<b>451,342</b>	<b>338,745</b>	<b>(351,020)</b>	<b>(137,823)</b>	<b>577,597</b>
BEGINNING FUND BALANCE		988,487	1,518,832	1,142,661	1,594,005	1,594,005	1,594,005	1,456,182
ENDING FUND BALANCE		1,518,832	1,142,661	1,594,003	1,932,750	1,242,985	1,456,182	2,033,779

02/28/2019+

270 Parks and Recreation

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
270-000-664-000	INTEREST	1,276	1,429	1,519	1,500	2,935	3,200	1,500
270-000-669-000	INCOME-OTHER			1,000				
270-000-680-000	RENTAL INCOME	11,400	11,450	12,000	11,750	8,000	8,000	
270-000-699-000	OPERATING TRANSFER IN #101	592,500	300,000	500,000	500,000		500,000	500,000
<b>TOTAL ESTIMATED REVENUES</b>		<b>605,176</b>	<b>312,879</b>	<b>514,519</b>	<b>513,250</b>	<b>10,935</b>	<b>511,200</b>	<b>501,500</b>
<b>APPROPRIATIONS</b>								
270-241-801-000	ATTORNEY/ENGINEERING	24,921	32,690	240				
270-265-775-000	MAINTENANCE	51,883	61,556	100,461	100,000	53,562	60,000	100,000
270-265-920-000	UTILITIES	479						
270-330-694-002	RENTAL HOUSE EXPENSE				1,500		1,500	5,000
270-330-695-002	MISC EXPENSE/AUDIT	368	1,291	529	1,500	285	1,500	500
270-330-696-002	GENOA TWP ATHLETIC FIELD							134,800
270-330-697-002	RECREATION BIKE PATH	134,224	408,373	2,415	400,000	183,074	184,000	220,000
270-330-698-002	FILMORE PARK					12,354	15,000	5,000
270-330-701-000	HOWELL PARKS AND REC	177,283	103,225	103,806	105,000	100,806	105,000	107,500
270-536-972-100	LAND FOR RECREATION				200,000			200,000
<b>TOTAL APPROPRIATIONS</b>		<b>389,158</b>	<b>607,135</b>	<b>207,451</b>	<b>808,000</b>	<b>350,081</b>	<b>367,000</b>	<b>772,800</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 270</b>		<b>216,018</b>	<b>(294,256)</b>	<b>307,068</b>	<b>(294,750)</b>	<b>(339,146)</b>	<b>144,200</b>	<b>(271,300)</b>
BEGINNING FUND BALANCE		577,027	793,045	498,789	805,857	805,857	805,857	950,057
ENDING FUND BALANCE		793,045	498,789	805,857	511,107	466,711	950,057	678,757

02/28/2019  
271 Buildings & Grounds

BUDGET REPORT FOR GENOA TOWNSHIP

GL NUMBER	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 ACTIVITY 02/28/2019	2018-19 AMENDED BUDGET	2019-20 RECOMMENDED BUDGET
<b>ESTIMATED REVENUES</b>								
271-000-664-000	INTEREST	77	132	308	300	432	475	500
271-000-695-000	CEMETERY SALES					3,000	3,000	3,000
271-000-699-000	OPERATING TRANSFER IN #101	75,000	20,000	50,000	50,000		50,000	50,000
<b>TOTAL ESTIMATED REVENUES</b>		<b>75,077</b>	<b>20,132</b>	<b>50,308</b>	<b>50,300</b>	<b>3,432</b>	<b>53,475</b>	<b>53,500</b>
<b>APPROPRIATIONS</b>								
271-906-956-000	MISC EXPENSE		465		500		500	500
271-906-957-000	CEMETERY PURCHASE		40,440					
271-906-958-000	CEMETERY MAINTENANCE			5,500	6,000	750	1,000	6,000
271-906-959-000	CHILSON- DORR FIRE STATION					37,360	39,000	5,000
271-929-977-000	CAPITAL OUTLAY/PAVEMENT/PARKIN	174,286			10,000			10,000
<b>TOTAL APPROPRIATIONS</b>		<b>174,286</b>	<b>40,905</b>	<b>5,500</b>	<b>16,500</b>	<b>38,110</b>	<b>40,500</b>	<b>21,500</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 271</b>		<b>(99,209)</b>	<b>(20,773)</b>	<b>44,808</b>	<b>33,800</b>	<b>(34,678)</b>	<b>12,975</b>	<b>32,000</b>
BEGINNING FUND BALANCE		271,745	172,537	151,763	196,571	196,571	196,571	209,546
ENDING FUND BALANCE		172,536	151,764	196,571	230,371	161,893	209,546	241,546



## MEMORANDUM

TO: Township Board

FROM: Michael Archinal *Michael Archinal*

DATE: 2/28/2019

RE: FY 2019/2020 Road Budget

For the last few years we have partnered with the Livingston County Road Commission on road projects. This year I would like you to consider the following projects:

**Golf Club between Latson and Hughes. Base repair/HMA Wedge Course/2.0" HMA Overlay**

- Project Length: .89 miles
- Project Cost: \$267,000
- LCRC: \$133,500
- Genoa: \$66,750
- Oceola: \$66,750

This section of road lies on the jurisdictional boundary of Oceola and Genoa Townships. The Oceola Township Supervisor has agreed to this apportionment.

**Dorr Road between I-96 and Challis. Base repair/HMA Wedge Course/2.0" HMA Overlay**

- Project Length: 1.45 miles
- Project Cost: 435,000
- LCRC: \$217,500
- Genoa: \$217,500

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to direct the Township Clerk to include these projects in the FY 2019/2020 budget.**

# Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: www.livingstonroads.org

February 15, 2019

Dear Livingston County Township Managers and Supervisors,

The Livingston County Road Commission has budgeted approximately \$2,500,000 for Primary Road Pavement Preservation. We hope to maximize our program again by asking Townships to submit primary road projects that they would consider partnering on.

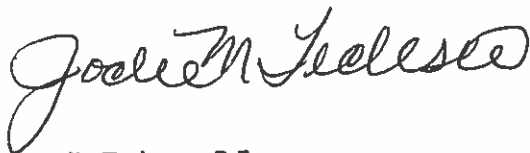
Attached is a costing guide for budgeting purposes only. Please forward proposed projects that are of importance to your area. Once we have all the projects identified we will evaluate projects and available dollars to maximize our 2019 pavement program.

Please submit your road candidates by February 28<sup>th</sup>.

Road Name	Termini	Length	Base Cost (Max)	Total Cost	Twp Match \$
Golf Club	Latson/Hughes	.89		\$267,000	\$66,750 *
Dorr	E-96/Charliss	1.45		\$435,000	\$217,500

Thank You,

\* LCRC \$133,500  
Genoa \$ 66,750  
Oceola \$ 66,750



Jodie Tedesco, P.E.  
County Highway Engineer

Enclosures

## 2019 PPP Average Cost / Mile

Treatment	Average Cost / Mile	Recommended Road Candidate Condition
2.0" Hot Mix Asphalt(HMA) Overlay	\$165,000	Paser Rating high 4, Surface raveling or first signs of wheel path cracking. Block cracking over 50%, patches in good condition.
HMA Wedge Course and 2.0" HMA Overlay	\$250,000	Paser Rating 3 or low 4, Moderate Rutting, extensive block cracking, patches in poor condition.
Base Repair/HMA Wedge Course/ 2.0" HMA Overlay	\$300,000	Paser Rating high 2 or 3. Significant road deterioration. Patches 1,000 syds or less per mile. Unbuilt road with poor underlying soils.
2.5" Mill existing pavement/ 3.0" HMA Pavement 2-Lifts	\$350,000	Paser Rating 2 – 4. Roadway with curb and gutter or grade control. Surface raveling, cracking, poor patches.
Crush and grade existing pavement. HMA Pave, 400#/Syd 2-Lifts	\$385,000	Paser Rating 2 or 3. Significant road deterioration. Patches in poor condition greater than 1000 syd per mile. Decent underlying road base.
Chip Seal with a Fog Seal	\$45,000	Low volume rural paved road. Minor surface defects and cracking.
HMA Wedge with a Chip Seal and Fog Seal	\$150,000	Low volume rural paved road. Minor rutting and deformation of pavement.
Reclamite HMA pavement surface rejuvenator	\$15,000	3-5 year old newly paved roadway. Rejuvenates bitumen in the pavement to extend pavement life.
Overband Crack Seal	\$10,000	Cracks 1/4" or larger



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** February 25, 2019  
**RE:** Approval of Utility Department Amended Budget for FY Ending 2019 and Proposed Budget for FY Ending 2020

**MANAGER REVIEW:**   
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For consideration at tonight's Board Meeting is the approval of the consolidated utility systems allocation percentage, Ammended Utility Department Budget for fiscal year (FY) ending March 31, 2019 and the proposed Utility Department Budget for the FY Ending March 31, 2020.

The contract between Genoa Township, the Marion, Howell, Ocoola, and Genoa (MHOG) Sewer and Water Authority, and the Genoa-Ocoola (G-O) Sewer and Water Authority requires that each board approve the annual proposed allocation percentages for the upcoming fiscal year as well as the DPW Budget. A copy of the proposed allocation percentage for the coming year, as compared to last year, is presented in *Attachment 1* a copy of the projected FY 2019 and proposed FY 2020 Budget is presented in *Attachment 2*.

The DPW Budget covers the expenses associated with Genoa Township personnel, who jointly work to operate the two Genoa Utility Systems of Oak Pointe and Lake Edgewood, as well as the G-O and MHOG systems. In conformance with the Intergovernmental Operations Contract, we are pleased to present the amended and proposed DPW Budget for Fiscal Year Ending March 31<sup>st</sup>, 2019 and 2020, respectively . In preparation of these budgets, we have utilized the 9-month to actual figures, estimated the FY-2019 ending amounts, reviewed the existing vehicle loan status, and utilized the approved salary range table. Following are some key highlights:

- We are projecting that the current fiscal year will finish with a surplus of just over \$33,600, which will be the 8<sup>th</sup> consecutive year the DPW budget has given a surplus refund to the systems. If this projection holds true, we will have given back over \$564,000 since FY2012.

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- With the departure of the Engineer, we were able to utilize the funds created from this vacated position to hire an additional collection system operator, bringing our total collection system staff to 5 operators. Through this addition, we have been able to greatly increase our preventative maintenance in the collection systems. This year the collection system staff has inspected all 2,100 manholes in the system, cleaned a large portion of the gravity sewer, located and categorized the flushing connections, and inspected the air release valves on the force mains. In addition, we have asked Tt to provide a part time contract engineer to provide miscellaneous engineering assistance as needed. We budgeted \$11,500 for this fiscal year.
  - Overall, the budget for fiscal year ending March 31, 2020, represents a 4.9% increase in proposed expenditures for participating utility systems. There are several items impacting our operation that result in this increase, which are summarized below:
    1. Although we have been replacing and upgrading our vehicle fleet over the past years, by adding improved and larger equipment, a bulk of our fleet is from the original in house DPW operation year, which started in April 2011. Most of these trucks have seen better days and are showing their age, both in appearance (rust, paint missing) and significantly increased maintenance costs. In some cases, we have spent what we estimate the trade in value of the vehicle is to have it repaired. As a result, we are proposing expanding our loan and purchasing 6 replacement vehicles this fiscal year. Presented as *Attachment 3* is a detailed vehicle maintenance and cost analysis spreadsheet. Even with expanding the loan, we are confident the value of the fleet would surpass any outstanding indebtedness at the end of the current contract in FY2021.
    2. We are able to lower our planned level of effort for GIS this year, from \$50,000 to \$35,000 due to the current condition of our program.
    3. Insurance costs increased substantially this year, resulting in over \$38,000 in increased expenditures.
    4. We plan to purchase a new wide format (24" x 36") plotter. This plotter is used nearly daily in our office, and the 2012 inkjet existing plotter is frequently down for maintenance. We use this plotter for all engineering plans, scanning of engineering plans, and plotting of GIS aerial plans. In addition, this plotter is used frequently by other township departments for the scanning of building and construction plans.
    5. The largest category expenditure, as would be expected, is salaries for the 25 permanent and two seasonal staff workers that work in the Utility Department. This year we have several staff members due for promotion and we plan to provide salary increases commensurate with our approved salary table. In

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addition, we have added in the cost for a contract engineer position through Tt for FY 2020 in lieu of hiring an engineer directly.

6. With the exception of the above listed significant changes, the remainder of the budgeted expenses are close to the previous year's expenditures.

We will be happy to answer any budget questions and we are asking the board to approve the FY-2020 DPW Budget. Based on the above explanation and attached budget document, we respectfully ask the board to consider the motion presented below:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the 2019 / 2020 System Labor and Equipment Percentage Allocation and the Amended Utility Department Budget for fiscal year (FY) ending March 31, 2019 and the proposed Utility Department Budget for the FY Ending March 31, 2020.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to authorize the Utility Director to purchase the necessary vehicles as budgeted to maintain the Utility Department Fleet, to purchase the new wide format plotter and to contract for the engineer position on a part time basis with Tt.

**Exhibit 7**  
**FY 2020 System Labor Equipment Percentage Calculation**  
**DRAFT - PROPOSED**

System	Billed Connections	%	Mile of Pipe	%	Avg. Daily Flow (2018)	%	Storage / Pump Station with Daily Checks	%	Full Time Staff Equivalents to Operate	%	Annual Budget	%	Grinder Pumps & Hydrants	%	Total Avg.
MHOG	5,335	42.15%	138	47.75%	1,811,000	50.80%	8	38.65%	8.3	33.20%	\$2,604,050	38.92%	1,551	67.49%	45.57%
Genoa-Oceola	4,568	36.09%	92	31.83%	1,305,224	36.61%	6.7	32.37%	7.5	30.00%	\$2,238,326	33.45%	99	4.31%	29.24%
Oak Pointe Sewer	1,339	10.58%	32	11.07%	0	0.00%	2	9.66%	2.5	10.00%	\$1,036,001	15.48%	428	18.62%	10.77%
Oak Pointe Water	921	7.28%	16	5.54%	326,000	9.14%	3	14.49%	3.4	13.60%	\$468,100	7.00%	144	6.27%	9.04%
Lake Edgewood	493	3.90%	11	3.81%	122,912	3.45%	1	4.83%	3.3	13.20%	\$344,701	5.15%	76	3.31%	5.38%
<b>Total</b>	<b>12,656</b>	<b>100.00%</b>	<b>289</b>	<b>100.00%</b>	<b>3,565,136</b>	<b>100.00%</b>	<b>20.7</b>	<b>100.00%</b>	<b>25</b>	<b>100.00%</b>	<b>\$6,691,178</b>	<b>100.00%</b>	<b>2,298</b>	<b>100.00%</b>	<b>100.00%</b>

System	Existing Allocation %	Proposed Percentage	Difference
MHOG	45.80%	45.57%	-0.23%
Genoa-Oceola	28.82%	29.24%	0.42%
Oak Pointe Sewer	10.65%	10.77%	0.12%
Oak Pointe Water	9.22%	9.04%	-0.18%
Lake Edgewood	5.51%	5.38%	-0.13%

Note: Maintain Current Staff Level at End of FY 2019



GENOA TOWNSHIP - DPW FUND #503  
ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/19  
COMPARED TO ACTUAL FOR 9 MONTHS ENDING 12/31/18  
APPROVED FY 2019 & DRAFT 2020

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2018	ORIGINAL BUDGET FOR YEAR ENDING 3/31/2019	AMENDED BUDGET FOR YEAR ENDING 3/31/2019	PROPOSED BUDGET FOR YEAR ENDING 3/31/2020	INCREASE / DECREASE	NOTES
<b>REVENUES</b>							
000-400-000	FEES - EXCLUDING OPER LABOR						
000-402-000	MARION SEWER (BILLING ONLY)	15,625	21,000	20,833	21,000	-	
000-404-000	LAKE EDGEWOOD WATER (BILLING ONLY)	3,101	4,150	4,135	4,150	-	
000-405-000	PINE CREEK WATER/SEWER (BILLING ONLY)	10,538	14,000	14,051	14,000	-	
	<b>SUBTOTAL - FEES EXCLUDING OPER LABOR</b>	<b>29,264</b>	<b>39,150</b>	<b>39,019</b>	<b>39,150</b>	<b>-</b>	
000-410-000	FEES - INCLUDING OPER LABOR						
000-410-999	OAK POINTE WATER	166,587	222,116	222,116	228,822	6,706	9.04 % of DPW Budget Less Vector Expenditures
000-411-000	OAK POINTE SEWER	192,424	256,565	256,565	272,612	16,047	10.77% of DPW Budget Less Vector Expenditures
000-412-000	MHOG WATER	827,513	1,103,351	1,103,351	1,153,474	50,123	45.57% of DPW Budget Less Vector Expenditures
000-413-000	LAKE EDGEWOOD SEWER	99,554	132,739	132,739	136,179	3,440	5.38 % of DPW Budget Less Vector Expenditures
000-415-000	GENOA/OCEOLA SEWER	520,719	694,292	694,292	740,127	45,835	29.24 % of DPW Budget Less Vector Expenditures
	<b>SUBTOTAL - FEES INCLUDING OPER LABOR</b>	<b>1,806,797</b>	<b>2,409,063</b>	<b>2,409,063</b>	<b>2,531,214</b>	<b>122,151</b>	
000-418-000	VACTOR TRUCK						
000-418-001	OAK POINTE WATER	6,692	1,567	1,561	1,567	-	
000-418-002	OAK POINTE SEWER	5,258	14,213	14,161	14,213	-	
000-418-003	MHOG WATER	5,258	12,876	12,829	12,876	-	
000-418-004	LAKE EDGEWOOD SEWER	2,390	4,113	4,098	4,113	-	
000-418-005	GENOA/OCEOLA SEWER	28,202	29,161	29,055	29,161	-	
	HOWELL TOWNSHIP	-	2,034	2,027	2,034	-	
	<b>SUBTOTAL - VACTOR TRUCK REVENUE</b>	<b>47,800</b>	<b>63,964</b>	<b>63,731</b>	<b>63,964</b>	<b>-</b>	
000-420-000	OTHER INCOME						
	REIMBURSEMENT FROM INSURANCE	9,685	5,000	9,685	5,000	-	
000-431-000	CONSTRUCTION FEES	28,883	20,000	30,000	20,000	-	
000-664-000	INTEREST INCOME	-	50	50	50	-	
000-419-000	HOWELL TOWNSHIP	5,686	2,500	7,000	5,000	2,500	
	<b>SUBTOTAL - OTHER INCOME</b>	<b>44,254</b>	<b>27,550</b>	<b>46,735</b>	<b>30,050</b>	<b>2,500</b>	
	<b>TOTAL REVENUE</b>	<b>1,928,115</b>	<b>2,539,727</b>	<b>2,558,547</b>	<b>2,664,378</b>	<b>124,651</b>	
<b>EXPENDITURES</b>							
600-750-500	AUDIT/ACCOUNTING SERVICES	4,775	6,750	6,367	7,000	250	Small Increase Due to More Budget Line Items
601-700-600	AUTO/TRUCK EXPENSES						
601-700-601	ALLOWANCE	7,800	11,400	9,900	8,400	(3,000)	No Utility Engineer allowance
601-700-602	FUEL/WASHING	28,592	37,133	38,123	33,281	(3,852)	Lower gasoline prices anticipated
601-700-603	LOAN PAYBACK	4,796	6,394	6,395	45,000	38,606	Increasing Loan Payback due to 6 new vehicle purchases
601-700-604	ROUTINE MAINTENANCE	27,809	28,598	37,079	34,375	5,777	Larger vehicle fleet resulting in higher maintenance costs
601-700-605	DEDUCTIBLE/BODY DAMAGE REPAIR	255	2,000	0	2,000	-	Hold
601-700-606	AUTO INSURANCE	7,498	14,230	9,997	14,978	748	Hold - per vehicle cost fixed by MMRMA
601-700-607	VEHICLE PURCHASES	57,406	57,406	57,406	0		Utilizing loan for purchases this year
	<b>TOTAL AUTO/TRUCK EXPENSES</b>	<b>134,156</b>	<b>157,161</b>	<b>158,899</b>	<b>138,034</b>	<b>(19,127)</b>	
602-700-620	ADMINISTRATIVE EXPENSES						
602-700-621	RECEIPTING	23,915	31,887	31,887	32,525	638	2% Increase
602-700-622	OFFICE RENT & SUPPLY	18,525	24,700	24,700	25,195	495	2% Increase
	<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>42,440</b>	<b>56,587</b>	<b>56,587</b>	<b>57,720</b>	<b>1,133</b>	
603-700-630	COMPUTER/SW EXPENSES						
603-700-631	COMPUTER HARDWARE EXPENSES	-	2,000	0	2,000	-	No General Computer Purchases



GENOA TOWNSHIP - DPW FUND #503  
ORIGINAL BUDGET FOR THE YEAR ENDING 3/31/19  
COMPARED TO ACTUAL FOR 9 MONTHS ENDING 12/31/18  
APPROVED FY 2019 & DRAFT 2020

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2018	ORIGINAL BUDGET FOR YEAR ENDING 3/31/2019	AMENDED BUDGET FOR YEAR ENDING 3/31/2019	PROPOSED BUDGET FOR YEAR ENDING 3/31/2020	INCREASE / DECREASE	NOTES
618-700-770	OTHER EXPENSES	-	-	0	0	-	
630-700-800	SALARIES						
627-700-803	LONGEVITY	1,750	-	1,750	1,750	1,750	Incentive program for employees with department for > 10 yrs
627-700-790	RETIREMENT	99,222	138,347	132,296	139,790	1,443	10% of gross wages
630-700-801	STRAIGHT TIME	942,908	1,268,912	1,257,211	1,280,097	11,185	More CDL Licensed Drivers and Promotion of Employees
630-700-806	OVERTIME	79,820	106,100	106,427	108,526	2,426	Cost for weekend, night, and holiday work
630-700-810	CONTRACT ENGINEER	-	-	11,500	80,000	80,000	Contract engineer replacement for in-house engineer
	TOTAL SALARIES	1,123,700	1,513,359	1,509,183	1,610,163	96,804	
640-700-820	SUPPLIES & TOOLS	5,719	3,500	7,625	3,500	-	Hold
651-700-830	TELEPHONE						
651-700-832	ANSWERING SERVICE	2,410	4,500	3,213	4,500	-	Cost for residents to call in after hour emergencies
651-700-833	CELL PHONE ALLOWANCE	15,163	19,610	20,217	21,930	2,320	Money given to employees to have smart phone for comm.
651-700-834	CELL PHONES	2,158	2,700	2,877	2,700	-	Department supplied cell phones
651-700-836	CUSTOMER LINE	760	500	1,013	500	-	1-800 billing number for residents
	TOTAL TELEPHONE	20,491	27,310	27,321	29,630	2,320	
699-700-861	TRANSFERS TO EQUIPMENT RESERVES	30,000	40,000	40,000	40,000	-	Replacement Reserve
699-700-862	TRANSFERS TO PERSONNEL RESERVES	750	1,000	1,000	1,000	-	Personnel Reserves, unemployment, lawsuit, ect..
705-700-870	UNIFORMS & PROTECTIVE CLOTHING						
705-700-871	UNIFORMS	6,250	6,500	6,500	6,500	-	Shirts, hats, coats, etc... provided employees
705-700-872	PANT ALLOWANCE	4,050	4,050	5,400	4,500	450	Increase for pants for employees
705-700-872.5	SAFETY BOOTS	3,979	5,700	5,305	5,700	-	Hold
705-700-873	SAFETY/PPE	1,494	4,000	1,992	3,000	(1,000)	Safety protective supplies for employees
	TOTAL UNIFORMS & PROTECTIVE CLOTH.	15,773	20,250	21,031	19,700	(550)	
706-700-875	VECTOR TRUCK						
706-700-876	VT - FUEL	3,263	4,500	4,351	4,500	-	
706-700-877	VT - EQUIPMENT/TOOLS	1,815	1,000	2,420	1,000	-	
706-700-878	VT - ANNUAL LOAN PAYMENT	38,223	50,964	50,964	50,964	-	
706-700-879	VT - REPAIRS	4,497	7,500	5,996	7,500	-	
	TOTAL VECTOR TRUCK	47,798	63,964	63,731	63,964	-	
	<b>TOTAL EXPENDITURES</b>	<b>1,892,810</b>	<b>2,538,488</b>	<b>2,524,931</b>	<b>2,664,378</b>	<b>125,890</b>	
	CHANGE IN FUND BALANCE	35,305	1,239	33,616	-		
	BEGINNING FUND BALANCE	92,537	60,000	58,740	58,740		
	REFUNDS TO W/S DISTRICTS	(32,537)	(2,499)	-33,616			
	ENDING FUND BALANCE	95,305	58,740	58,740	58,740		
		12/31/2018	3/31/2019	3/31/2018	3/31/2019		



Genoa DPW  
FY 2020  
Truck Maintenance Account

General Information						Asset Management								FY 2020 Maintenance Costs					Notes
MHOG TRUCK ID# (internal)	DIVISION	Primary Driver	MAKE/MODEL	PLATE #	VIN #	FY Year Purchased	Dec. 31, 2019 Mileage	FY2020 Age	Miles per Year	Goal Mileage	Mileage Expectancy (Yr.)	Actual Expectancy (Yr.)	FY Year to Replace	Tires	Brakes	Major Repairs	Oil Changes	Misc. (Whippers, etc...)	
#01	Water	MHOG WTP	RANGER 4 X 4	097 X 798	1FTLR1FE7BPA39206	2012	54,664	8	7,127	75,000	10.5	9	2021	\$0	\$0	\$2,000	\$100	\$150	Water Summer Intern Truck
#02	Wastewater	Dave Miller	Silverado 1500	097 X 265	1GCVKNE45GZ268656	2016	27,000	4	7,357	100,000	13.6	6	2022	\$1,000	\$600	\$500	\$100	\$150	Deputy Truck
#03	Water	Meter Truck	FORD 150 w/ CAP	023 X 686	1FTNF1ET9EKD98690	2015	99,073	5	21,215	100,000	4.7	4	2020	\$1,000	\$0	\$500	\$150	\$150	New - Meter Reading - Van Upgrade
#04	Water	Alex Chimpouras	Silverado 1500	066 X 946	1GCVKNEH2G272051	2016	26,990	4	7,354	100,000	13.6	9	2025	\$1,000	\$600	\$500	\$100	\$150	Deputy Truck
#05	Wastewater	Collections	FORD 150	097 X 799	1FTMF1EM9BKD33886	2012	80,822	8	10,537	100,000	9.5	8	2020	\$0	\$0	\$0	\$100	\$150	New - Collections Service Truck
#06	Wastewater	WWTP	RANGER 4 X 4	097 X 801	1FTLR1FE5BPA39205	2012	63,137	8	8,232	75,000	9.1	8	2020	\$0	\$0	\$0	\$100	\$120	New - Collections Service Truck
#07	Water	Dist Service	RAM 2500	097 X 800	3C7WR5AJ9JG101624	2019	9,621	1	14,360	100,000	7.0	8	2027	\$1,000	\$0	\$0	\$100	\$120	Distribution Service Truck
#08	Wastewater	Collections	FORD 150	097 X 802	1FTMF1EM7BKD33885	2012	65,956	8	8,599	100,000	11.6	8	2020	\$0	\$0	\$0	\$100	\$120	New - WWTP Plant with Cap
#09	Water	MISS DIG	GMC Sierra 1500	097 X 803	1GTN2LEH1GZ206191	2016	38,315	4	10,440	100,000	9.6	5	2021	\$0	\$0	\$0	\$150	\$120	MISS DIG
#10	Wastewater	WWTP	FORD 150	097 X 804	1FTMF1EM3BKD33883	2012	76,243	8	9,940	100,000	10.1	8	2020	\$0	\$0	\$1,000	\$100	\$120	New - WWTP Plant Rprs is Boxes
#11	Water	Dave Estrada	RAM 2500	097 X 805	3C7WR5AJOHG536834	2017	23,224	3	8,698	100,000	11.5	6	2023	\$0	\$0	\$0	\$150	\$120	Distribution OIC Vehicle
#12	Wastewater	Collection Fuel	FORD 250	097 X 806	1FTBF2B65BEC25606	2012	64,723	8	8,438	125,000	14.8	9	2021	\$0	\$0	\$2,000	\$150	\$120	Collections Fuel Truck
#13	Wastewater	Plow Truck WW	RAM 2500	097 X 807	3C6MR5AJXJG336884	2019	1,500	1	2,239	100,000	44.7	8	2027	\$1,000	\$0	\$0	\$150	\$120	Waste Water Plow / Service Truck
#14	Water	Plow Truck - Water	FORD 250	097 X 808	1FTBF2B69BEC25608	2012	81,751	8	10,659	100,000	9.4	8	2020	\$0	\$0	\$0	\$0	\$120	Water Plow / Service Truck
#15	Water	Dist. Service	FORD 350	097 X 809	1FDRF3HT1BEC42528	2012	40,220	8	5,244	100,000	19.1	10	2022	\$0	\$750	\$2,000	\$200	\$120	Small Crane - Distribution Service
#16	Wastewater	Dan Schlack	RAM 2500	108 X 604	3C7WR5AJ8JG166528	2019	8,670	1	12,940	75,000	5.8	10	2029	\$1,000	\$0	\$0	\$150	\$120	Collections Service Truck
#17	Water	WTP	FORD 150	100 X 344	1FTMF1EM2DKE32794	2014	61,192	6	10,792	100,000	9.3	7	2021	\$0	\$0	\$0	\$100	\$120	Water Treatment Plant Sample Truck
#18	Wastewater	Grinder Van	Ford E350	100 X 907	1FTSE3E1ODDB34505	2014	17,610	6	3,106	100,000	32.2	8	2022	\$0	\$0	\$1,000	\$100	\$120	Collections Grinder Van
#20	Water	Distribution - Rounds	Silverado 1500	103 X 153	1GCKNPEH9FZ302415	2016	43,252	4	11,785	100,000	10.0	8	2024	\$1,000	\$0	\$1,500	\$100	\$120	Distribution Daily Rounds Service Truck
#22	Wastewater	Collections Crane	F750	097 X 810	3FRXF7FL1FV657237	2017	5,500	3	2,060	50,000	10.0	10	2027	\$0	\$0	\$2,500	\$300	\$120	Large Crane Truck
														\$7,000	\$1,950	\$13,500	\$2,500	\$2,550	

Vehicle Loan	
Original Fleet	\$328,076
Vacuum Van	\$57,210
Crane F-750	\$135,000
<b>Total</b>	<b>\$520,286</b>
Paid Off	-\$363,777
Balance (3/31/18)	\$156,509
FY2019	-\$6,394
Balance (3/31/19)	\$150,115
2019 Addn.	\$159,300
<b>New Balance</b>	<b>\$309,415</b>
Payback FY 20 & 21	-\$90,000
<b>Final Balance</b>	<b>\$219,415</b>
Fleet Residual Value	\$350,000

Note: Current Contract Expires March 31 2021

New Vehicle Purchase Budget				
Truck	Est. Trade	Vehicle	Estimate	Net
#03	-\$8,000	Dodge Van KUV Body	\$36,000	\$28,000
#05	-\$4,900	2500 Service Body	\$34,000	\$29,100
#06	-\$4,500	2500 Service Body	\$33,000	\$28,500
#08	-\$4,900	1500 Tradesman W/ cap	\$28,000	\$23,100
#10	-\$4,900	1500 Tradesman -boxes	\$25,000	\$20,100
#14	-\$7,500	Dodge 2500 Plow	\$38,000	\$30,500
<b>Total</b>				<b>\$159,300</b>

Vehicle Repair Budget Summary	
Category	Budget #'s
Sum Repairs	\$27,500
Contingency (25%)	\$6,875.00
<b>Total Repairs</b>	<b>\$34,375.00</b>
Deductibles	\$2,000.00

Fuel Budget Summary	
Fuel Usage	\$31,696
Contingency (5.0%)	\$1,584.82
<b>Total</b>	<b>\$33,281</b>



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board

**FROM:** Greg Tatara, Utility Director

**DATE:** February 22<sup>nd</sup>, 2018

**RE:** Lake Edgewood Sewer, Oak Pointe Water, and Oak Pointe Sanitary Sewer Budget and Rate Approvals

**MANAGER REVIEW:** 

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For consideration at tonight’s Board Meeting are budget and rate approvals for the Lake Edgewood Sanitary Sewer System, the Oak Pointe Water System, and the Oak Pointe Sanitary Sewer System. We have worked with Pfeffer, Hanniford & Palka CPA's to develop the information and rate recommendations for tonight’s meeting. In the following sections, we present the current fiscal year budget, the 9-Month Budget to Actual Report, an amended FY 2019 Budget, the proposed FY 2020 Operating Budget, utility rate change recommendations, and historic financial summary tables.

**Lake Edgewood Sewer System**

Presented as *Attachment 1A* is the budget summary sheet for the Lake Edgewood Sewer System. One year ago, we proposed an original budget for Lake Edgewood that was predicted to finish with a surplus of \$26,055. Through 9-months, we are pleased to report that our revenues have exceeded expenditures by \$32,696. The largest expenses to Lake Edgewood this year have been labor, sludge disposal, and electric. Utilizing our 9-month to actual data, we have developed an amended budget that results in a planned surplus of \$8,409 for the year. This includes higher than projected costs for grinder pumps, sludge disposal, building maintenance and pump stations. As a result of the recently completed equalization project, we have seen a substantial reduction in chemical usage from previous years.

Presented in *Attachment 1B* is a rate, flow, and financial summary for the Lake Edgewood Sewer System. In 2009, we recommended a 10% rate increase to combat the issue of limited growth in the system and establishing a funding mechanism for the long term viability of this system. You can see from historic rate trends that rates and rate increases have stabilized for the Lake Edgewood System over the past 7 years with rate increases between 0 – 3%. In addition, we have been able to keep revenues just above expenses, to continue to maintain a safe fund balance for the utility. We are recommending no rate increase to Lake Edgewood Sewer Customers.



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### **Oak Pointe Water System**

Presented as *Attachment 2A* is the budget summary sheet for the Oak Pointe Water System. One year ago, we proposed an original budget for the Oak Pointe Water system that was predicted to finish with a small surplus of \$1,488. Through 9-months and due to a very dry summer our revenues exceed expenditures by \$39,904. This past year was the first full year of operating the phosphate addition system to improve water quality, which resulted in higher than projected costs for chemicals. In addition, the MDEQ required that bi-weekly we perform point of entry water quality monitoring sampling. As a result, we are paying approximately \$200 in analytical costs every two weeks, which has increased our laboratory analysis cost. Finally, our plant generator required a new radiator this year, which increased this line item in the budget. In this fiscal year, we have to rebuild the OCV valve at the Booster Station as well.

For FY 2020, we are requesting a 5% rate adjustment to metered water customers. Regarding the line items in FY2020 budget; chemicals were increased to account for phosphate, chlorine, and potassium permanganate used in water treatment. Labor was also increased due to the DPW budget projections and the approved allocation percentage. Using an average production value from the past three years, we are projecting that usage will be slightly lower than FY2019, and we are projecting a small surplus of \$3,267 despite the 3% rate increase.

Presented in *Attachment 2B* is a rate, flow, and financial summary for the Oak Pointe Water System from 2001 until present day. With variable flow based lawn irrigation associated closely with changing weather conditions through the year, it is difficult to predict precise revenue numbers for the Oak Pointe Water System. Despite the variability of the weather, we are pleased that rates have stabilized over historic numbers and that we have been able to have revenues exceed or fall just slightly below expenses.

### **Oak Pointe Sewer System**

Presented as *Attachment 3A* is the budget summary sheet for the Oak Pointe Sewer System. This is the fourth year we operated the system following the conversion of the Oak Pointe Wastewater Plant to an equalization pump station to transport flows to the Genoa – Ocoola WWTP.

We budgeted a small deficit this year for the Oak Pointe Sewer System, and through 9 months, we are meeting our budget projections despite having a significant and non-budgeted expenditure of \$91,596. Oak Pointe has 434 Grinder Pumps, and over the past 8 years we have been changing out failed 200 Series Grinders, which are obsolete, with the newer Extreme model pumps. Currently, we only have 116 of the initial 340 200 Series pumps remaining to be upgraded. This past year, we purchased 50 new pumps to aid in those conversions, which explains large new grinder pump expenditures that impacted the O&M budget this year. Historically, we had purchased these pumps from reserve funds, but this year, due to the fund balance, it was recommended to purchase them from the O&M fund. Due to this grinder expenditure, we are projecting to end FY2019 with a loss of \$72,245.

For FY 2020, we propose to increase the metered sewer rate from \$5.98/1,000 to \$6.22/1,000 gallons. For an average customer who uses 15,000 gallons per quarter, this will result in a \$14.40 per year increase. In addition, we are trying to have the true cost of grinder expenses be the responsibility of properties served with grinder pumps. As a result, *Attachment 3B* is a spreadsheet we developed to look at the true cost associated with maintaining grinder pumps. As a result, we are looking to modify the current flat rates to show both the regular O&M component as well as the cost associated for grinder pumps. For FY2020, we are looking to split the current flat rate from \$125.76 to \$95/quarter for O&M, and charge \$40 / quarter for grinder pump service, maintenance, and replacement. The total quarterly fee will increase to \$135/quarter. Under expenditures, labor was also increased due to the DPW budget projections and the approved allocation percentage. In addition, we are looking at \$20,000 increase in the Genoa-Oceola treatment charges due to a 0.25/1,000 gallon the authority increased to cover bond payments associated with the WWTP expansion. With these changes, we are projected a small loss for FY2020 of \$8,520.

Presented in *Attachment 3C* is a rate, flow, and financial summary for the Oak Pointe Sewer System.. You can see from historic rate trends that rates and rate increases have stabilized for the Oak Pointe system over the past seven years, and this is the first O&M increase we have had since 2011.

### **Budget Recommendations**

Based on the above explanation and the attached documents, please consider the following motions to adopt the budget and rate recommendations:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to amend the FY 2018 and approve the FY 2019 Operating Budgets for the Lake Edgewood Sewer System, the Oak Pointe Sewer System and the Oak Pointe Water System.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to increase the Oak Pointe metered water charges from \$3.62/1,000 gallons to \$3.80 / 1,000 gallons.

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to increase the Oak Pointe Sewer Metered charge from 5.98/1,000 gallons to \$6.22/1,000 gallons, and to increase the flat rate sewer charge to include \$95/quarter for Operations and Maintenance and \$40/Quarter for Grinder Pump Maintenance for a total charge of \$135/quarter.

CHARTER TOWNSHIP OF GENOA  
**LAKE EDGEWOOD SEWER SYSTEM**  
 1 YEAR BUDGET ENDING 3/31/19 COMPARED  
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/18  
 Budget Worksheet Amended 3-31-19  
 Budget Worksheet Original 3-31-20

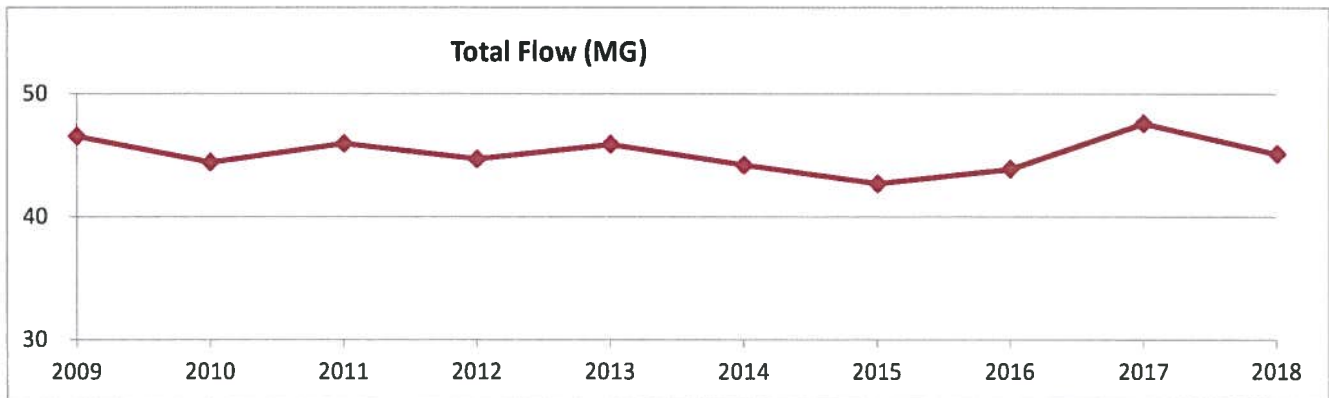
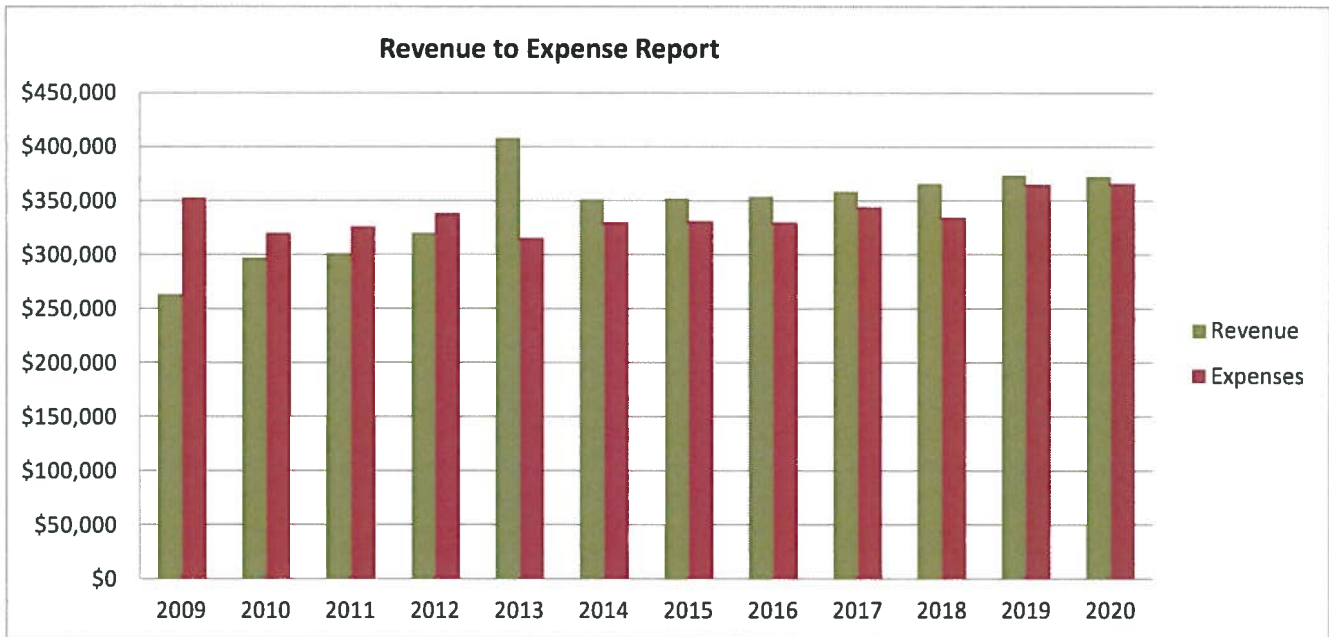
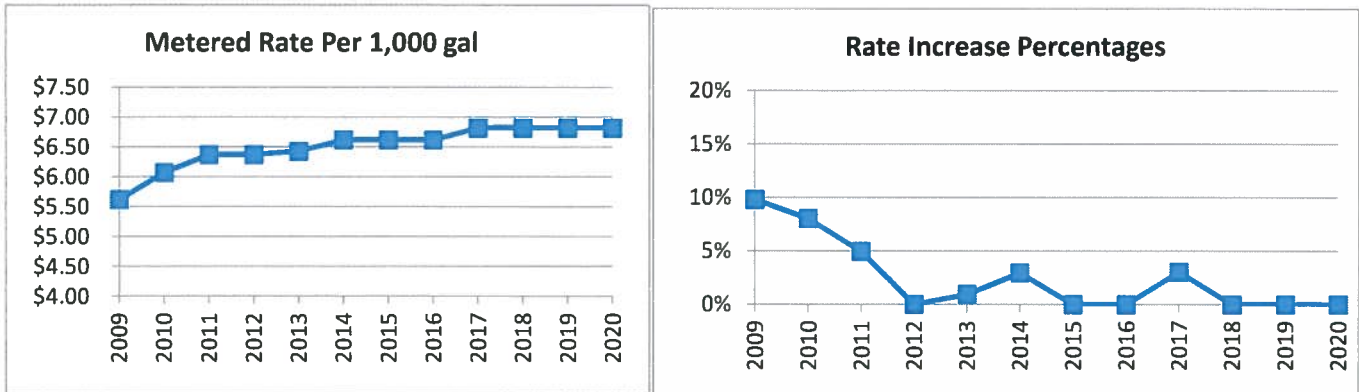
ACCT #	DESCRIPTION	SEWER BUDGET FOR THE YEAR ENDING 3/31/2019	SEWER ACTUAL FOR THE 9 MONTHS ENDING 12/31/2018	VARIANCE	SEWER PROPOSED REVISIONS FOR YEAR ENDING 3/31/19	SEWER PROPOSED AMOUNTS FOR YEAR ENDING 3/31/20	NOTES
<b>REVENUES</b>							
000-400-002	Billings - operations	387,756	276,342	(91,414)	371,168	372,128	Current rates: Metered \$6.82: Flat \$133.90; Minimum \$60/REU per qtr Keep Rates Same for FYE 3/31/20
000-407-002	Contributions - other	-	-	-	-	-	
000-420-002	Income - other	500	376	(124)	500	500	Estimate
000-499-002	Trans - in DPW # 503	2,500	1,859	(641)	1,859	1,500	Estimate, yet to be determined based on DPW surplus
000-500-002	Trans - in LE new user	-	-	-	-	-	
000-664-002	Income - interest	-	-	-	-	-	
	<b>TOTAL INCOME</b>	<b>370,756</b>	<b>278,577</b>	<b>(92,179)</b>	<b>373,527</b>	<b>374,128</b>	
<b>EXPENSES</b>							
500-600-002	Accounting/auditing	6,000	2,360	3,640	6,000	6,000	Hold
500-609-002	Chemicals	10,000	4,022	5,978	5,600	4,000	Reduced chemicals due to equalization tank
500-616-002	Capital Project - Tractor	5,000	-	5,000	-	5,000	Did not purchase new tiller, need to purchase sickle and rake
500-627-002	Engineering - general	-	-	-	-	-	None Anticipated
500-630-002	Engineering - separate projects	-	-	-	-	-	None Anticipated
500-639-002	Insurance	2,500	1,800	700	2,500	2,500	Hold
500-642-002	Labor, Equipment, & Materials	132,000	99,554	32,446	132,789	136,381	Based on allocation percentage and new DPW budget
500-648-002	Laboratory costs	8,500	6,074	2,426	8,100	8,500	Hold for 2020
500-654-002	Legal fees	500	-	500	-	500	Hold for 2020
500-657-002	Licenses, Fees, Permits	6,650	-	6,650	6,650	6,650	MDEQ Annual Groundwater Fee
500-660-002	Miss Dig	500	368	132	368	500	MISS Dig Fee Percentage
500-663-002	Office expenses	200	448	(248)	500	500	Mailing and office supplies
500-669-002	Refunds & adjustments	100	-	100	-	100	Hold for 2020
500-673-002	R & M - Building	1,000	3,450	(2,450)	3,450	2,500	Increase, simple repair such as a heater
500-675-002	R & M - Grounds	1,000	-	1,000	-	1,000	Hold for 2020
500-676-002	R & M - Scada Web Maint. & Cell	2,800	-	2,800	3,800	3,800	KISM Bill
500-677-002	R & M - Plant equipment	25,000	9,865	15,135	12,000	25,000	Estimate to be safe
500-678-002	R & M - Grinder pumps	10,000	9,997	3	15,000	5,000	All 200 pumps are out of LE
500-679-002	R & M - Lines	2,500	3,936	(1,436)	6,500	5,000	Manhole repairs
500-681-002	R & M - Pump stations	15,000	22,224	(7,224)	25,000	25,000	Pumps, cleaning, etc.
500-682-002	R & M - Snowplowing/mowing	5,000	3,540	1,460	5,000	5,000	Hold for 2020
500-684-002	R & M - Generators	6,000	5,211	789	5,211	6,000	Repairs to standby generator on site
500-686-002	R & M - Sewer line cleaning	5,000	2,390	2,610	2,500	2,500	Hold for 2020
500-687-002	R & M - Other	1,000	-	1,000	-	1,000	Hold for 2020
500-688-002	R & M - Backups	1	-	1	-	1	Hold for 2020
500-690-002	Sludge disposal	30,000	27,849	2,151	37,000	35,000	Cost for hauling to G-O and pressing at G-O
500-692-002	Telephone	2,500	2,047	453	2,300	-	No more phone lines at LE
500-696-002	Tools & supplies	750	-	750	-	750	Hold for 2020
500-698-002	Tools & supplies - all systems	3,000	618	2,382	1,000	1,000	Lower for FY 2020
500-700-002	Trans out - Capital Impr. Repl. Reserve	10,000	-	10,000	30,000	30,000	Increase for more needed reserves
500-702-002	Utilities - electric	45,000	35,474	9,526	47,000	40,000	Lowered last year for equalization, adjust for full year.
500-703-002	Utilities - water	200	58	142	100	100	Water Bill to MHOG for Plant
500-704-002	Utilities - gas	3,000	1,798	1,202	3,000	3,000	Hold for 2020
500-707-002	Utilities - sewer BTS (Davita)	4,000	2,798	1,202	3,750	4,000	Anticipated small increase from Brighton Twp
	<b>Total expenses</b>	<b>344,701</b>	<b>245,881</b>	<b>98,820</b>	<b>365,118</b>	<b>366,282</b>	
	<b>Net revenues/expenses</b>	<b>28,055</b>	<b>32,696</b>	<b>6,641</b>	<b>8,409</b>	<b>7,846</b>	
	<b>Beginning fund equity (deficit)</b>	<b>575,721</b>	<b>575,721</b>	<b>-</b>	<b>575,721</b>	<b>584,130</b>	
	<b>Ending fund equity (deficit)</b>	<b>601,776</b>	<b>608,417</b>	<b>6,641</b>	<b>584,130</b>	<b>591,976</b>	



# Lake Edgewood Sewer

1B

## Rate, Flow and Financial Summary



## Lake Edgewood Sewer

FY Year	Revenue	Expenses
2007	\$192,979	\$280,863
2008	\$267,853	\$319,958
2009	\$263,330	\$352,917
2010	\$297,287	\$320,069
2011	\$301,461	\$326,159
2012	\$320,334	\$338,494
2013	\$408,246	\$315,550
2014	\$351,308	\$329,758
2015	\$352,209	\$330,941
2016	\$353,960	\$329,877
2017	\$358,264	\$344,101
2018	\$365,805	\$334,678
2019	\$373,527	\$365,118
2020	\$372,626	\$366,282

Year	Metered Rate	% Rate Increase
2001	\$5.06	
2002	\$5.06	0%
2003	\$5.06	0%
2004	\$5.06	0%
2005	\$5.06	0%
2006	\$5.06	0%
2007	\$5.12	1%
2008	\$5.12	0%
2009	\$5.62	10%
2010	\$6.07	8%
2011	\$6.37	5%
2012	\$6.37	0%
2013	\$6.43	1%
2014	\$6.62	3%
2015	\$6.62	0%
2016	\$6.62	0%
2017	\$6.82	3%
2018	\$6.82	0%
2019	\$6.82	0%
2020	\$6.82	0.00%

Year	Total Flow (MG)	% Change
2008	47.45	
2009	46.53	-2%
2010	44.43	-5%
2011	45.94	3%
2012	44.70	-3%
2013	45.88	3%
2014	44.2	-4%
2015	42.69	-3%
2016	43.87	3%
2017	47.6	9%
2018	45.13	-5%



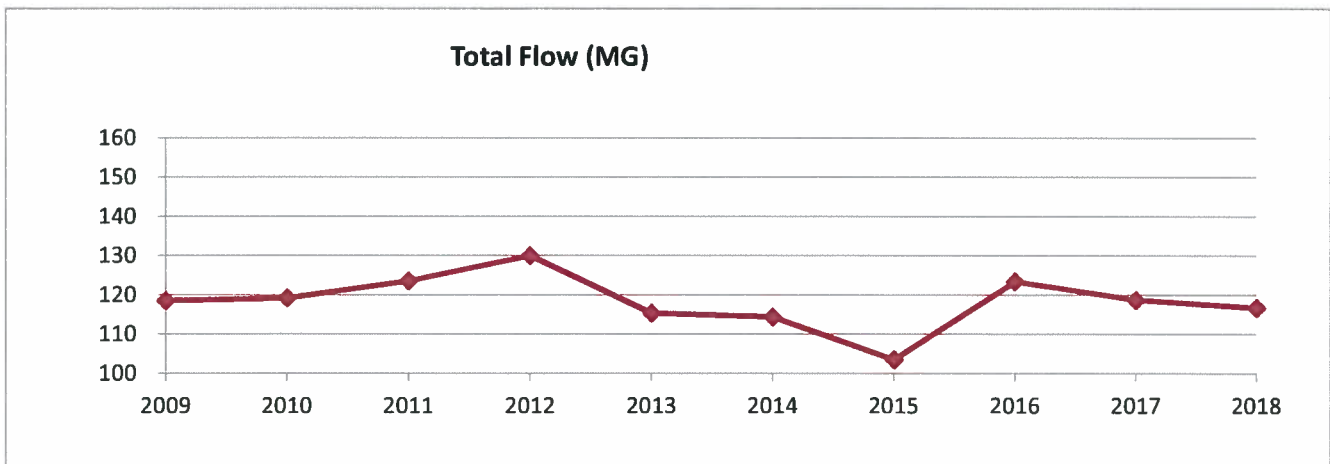
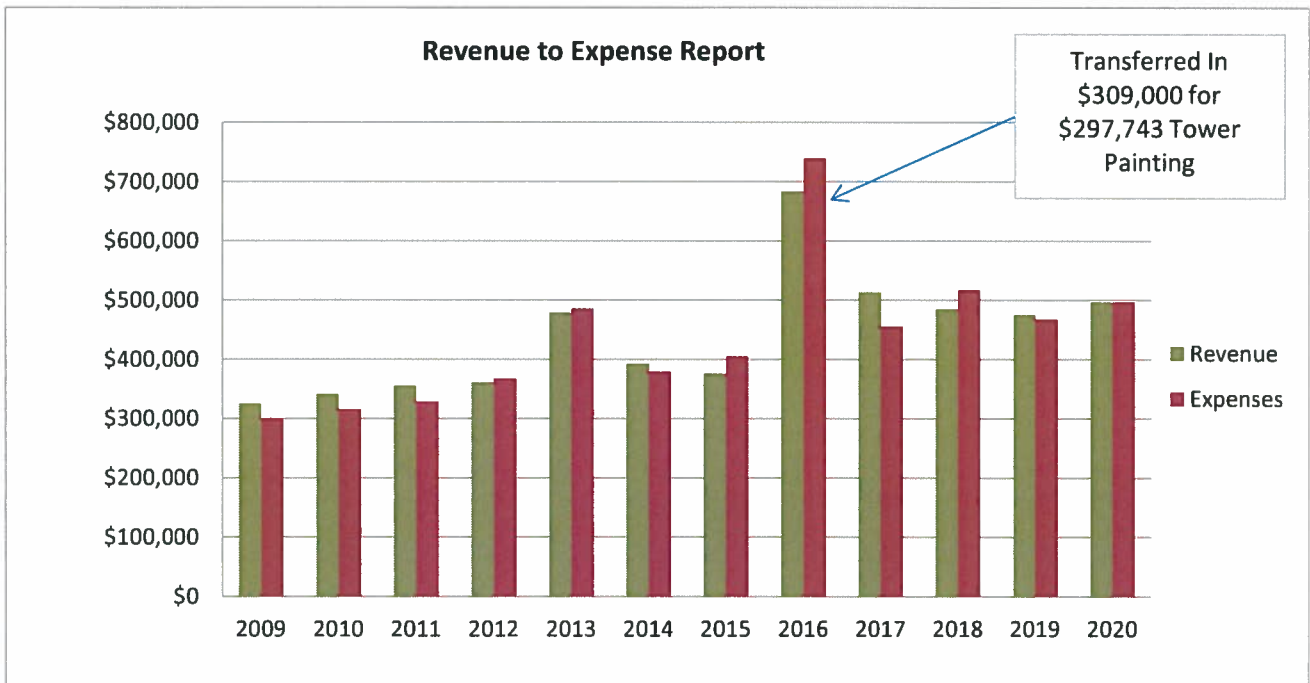
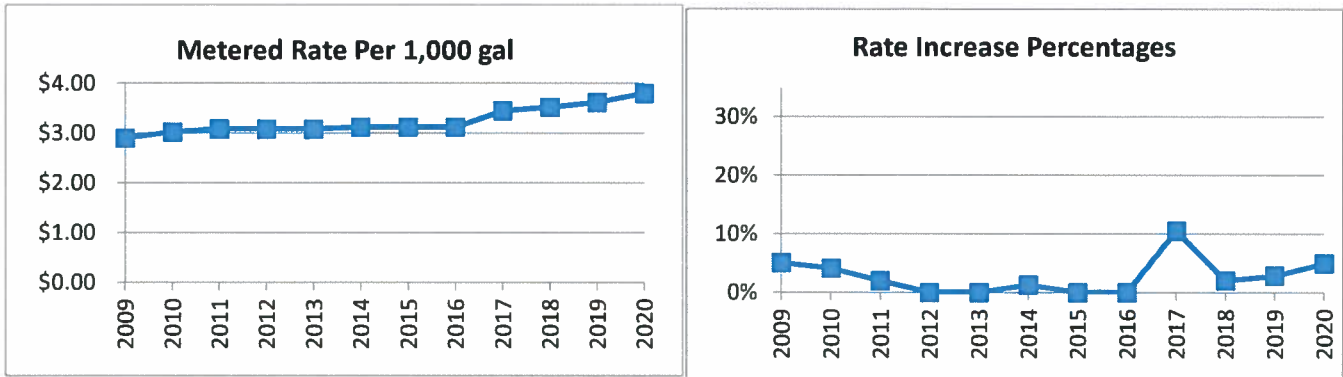
CHARTER TOWNSHIP OF GENOA  
**OAK POINTE WATER SYSTEM**  
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ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/19	ACTUAL FOR THE 9 MONTHS ENDING 12/31/18	VARIANCE	PROPOSED REVISIONS FOR YEAR ENDING 3/31/2019	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/2020	NOTES
<b>REVENUES</b>							
400	Billings - operations	387,488	336,839	(50,649)	390,000	415,147	Current rates: Metered \$3.62/1k gal; Readiness to serve \$9.97 per bill. Increase metered rate to \$3.80 (5%).
420	Income - other	500	-	(500)	-	-	
423	Income - capital charge (Debt)	62,400	47,376	(15,024)	63,168	63,180	Current rates: Debt \$15/qtr per REU; Keep same.
424	Income - Cell tower rent	19,200	11,040	(8,160)	19,200	19,200	No change.
425	Trans in - OP new user	-	-	-	-	-	
440	Interest Income	-	-	-	-	-	
446	Meter Sales	-	-	-	-	-	
499	Trans in from DPW #503	-	2,959	2,959	2,959	3,000	Estimate, yet to be determined based on DPW surplus.
<b>TOTAL INCOME</b>		<b>469,588</b>	<b>398,214</b>	<b>(71,374)</b>	<b>475,327</b>	<b>500,527</b>	
<b>EXPENSES</b>							
600	Accounting/auditing	5,000	2,360	2,640	5,000	5,000	No increase
609	Chemicals	15,000	20,133	(5,133)	26,800	27,000	Increased due to Phosphate Addition for Corrosion Control
627	Engineering - general	-	2,250	(2,250)	2,500	2,500	General engineering research/assistance
630	Engineering - separate projects	2,500	3,498	(998)	3,500	2,500	C/O from as-builts from PO4 system., next year is ptg of WTP pay by New User.
639	Insurance	2,500	2,477	23	2,500	2,500	Hold
642	Labor, Equipment, & Materials	220,000	166,587	53,413	222,116	229,160	Based on DPW Budget and Revised Allocation Percentage
648	Laboratory costs	3,000	8,092	(5,092)	10,800	11,000	MDEQ Requires biweekly water quality parameter sampling
654	Legal fees	500	-	500	-	500	Hold
657	Licenses, Fees, Permits	1,500	1,338	162	1,338	1,500	Annual MDEQ Permit Fee
660	Miss Dig Expenses	500	368	132	368	500	OPW share of MISS Dig system expense
662	Meters & Supplies	3,000	-	3,000	-	3,000	Replacement meters as necessary
663	Office expenses	1,000	740	260	740	1,000	Expenses for office supplies, mailing, etc...
669	Refunds & adjustments	500	-	500	-	500	Hold
673	R & M - Building	1,000	672	328	675	1,000	Building repair costs
674	R & M - Hydrants	5,000	-	5,000	-	2,000	Reduced hydrant maintenance costs
675	R & M - Grounds	500	385	115	385	500	Landscaping around system components
676	R & M - SCADA	-	1,923	(1,923)	1,923	2,500	Programming changes, repairs, emergency response
677	R & M - Plant equipment	55,000	50,501	4,499	55,000	55,000	Hold
679	R & M - Lines	10,000	11,674	(1,674)	11,674	10,000	Water main break in 2018, curb stop and other repairs
680	R & M - Booster Pump stations	7,500	689	6,811	11,000	7,500	Repair of OCV valve at booster station, bypass installation
684	R & M - Generators	2,500	6,291	(3,791)	6,300	6,500	Repairs to plan generator
685	R & M - Towers	2,500	2,082	418	2,082	2,500	Hold
687	R & M - Other	1,000	-	1,000	-	500	Estimate
692	Telephone	7,200	1,796	5,404	2,500	2,500	Internet and emergency dialer
694	Tools & supplies	1,000	148	852	148	500	Miscellaneous supplies for OPW
695	Tools & supplies - all systems	2,500	3,074	(574)	4,100	4,000	Shared costs amongst systems
700	Transfer out - Capital impr Repl. Reserve	20,000	-	20,000	20,000	20,000	Hold
702	Utilities - electric	30,000	20,022	9,978	27,000	27,000	Slight Reduction
704	Utilities - gas	5,000	3,510	1,490	5,000	5,000	Hold
800	Transfer out - Debt	62,400	47,700	14,700	63,600	63,600	Loan Payback
<b>Total expenses</b>		<b>468,100</b>	<b>358,310</b>	<b>109,790</b>	<b>487,049</b>	<b>497,260</b>	
<b>Net revenues/expenses</b>		<b>1,488</b>	<b>39,904</b>	<b>38,416</b>	<b>(11,722)</b>	<b>3,267</b>	
<b>Beginning fund equity</b>		<b>64,585</b>	<b>64,585</b>	<b>-</b>	<b>64,585</b>	<b>52,863</b>	
<b>Ending fund equity</b>		<b>66,073</b>	<b>104,489</b>	<b>38,416</b>	<b>52,863</b>	<b>56,130</b>	

# Oak Pointe Water

2B

## Rate, Flow and Financial Summary



## Oak Pointe Water

FY Year	Revenue	Expenses
2007	\$184,646	\$201,317
2008	\$329,030	\$294,254
2009	\$325,338	\$300,032
2010	\$341,733	\$316,051
2011	\$355,884	\$329,390
2012	\$361,034	\$367,885
2013	\$479,124	\$485,961
2014	\$393,070	\$379,267
2015	\$376,249	\$405,562
2016	\$683,622	\$739,442
2017	\$513,888	\$456,016
2018	\$485,410	\$517,420
2019	\$475,327	\$468,100
2020	\$497,527	\$497,260

Year	Metered Rate	% Rate Increase
2001	\$1.64	
2002	\$1.64	0.0%
2003	\$1.64	0.0%
2004	\$1.64	0.0%
2005	\$2.12	29.3%
2006	\$2.12	0.0%
2007	\$2.76	30.2%
2008	\$2.76	0.0%
2009	\$2.90	5.1%
2010	\$3.02	4.1%
2011	\$3.08	2.0%
2012	\$3.08	0.0%
2013	\$3.08	0.0%
2014	\$3.12	1.3%
2015	\$3.12	0.0%
2016	\$3.12	0.0%
2017	\$3.45	10.5%
2018	\$3.52	2.0%
2019	\$3.62	2.8%
2020	\$3.80	5.0%

Year	Total Flow (MG)
2007	147.70
2008	128.99
2009	118.48
2010	119.18
2011	123.534
2012	129.998
2013	115.362
2014	114.313
2015	103.5
2016	123.394
2017	118.734
2018	116.724



CHARTER TOWNSHIP OF GENOA  
**OAK POINTE SEWER SYSTEM**  
 1 YEAR BUDGET ENDING 3/31/19 COMPARED  
 TO ACTUAL FOR 9 MONTHS ENDING 12/31/18  
 Budget Worksheet Amended 3-31-19  
 Budget Worksheet Original 3-31-20

ACCT #	DESCRIPTION	BUDGET FOR THE YEAR ENDING 3/31/19	ACTUAL FOR THE 9 MONTHS ENDING 12/31/18	VARIANCE	PROPOSED REVISIONS FOR YEAR ENDING 3/31/19	PROPOSED AMOUNTS FOR YEAR ENDING 3/31/20	NOTES
<b>REVENUES</b>							
400	Billings - operations	577,998	450,568	(127,430)	582,140	606,096	Current rates: Metered \$5.98/1,000 gal; Flat \$125.76; Minimum \$60 per REU Increase Metered to \$6.22 (4%); Increase Flat to \$95 operations & \$40 for grinder pumps, for total qtrly fee of \$135 per qtr (7%).
420	Income - other	-	441	441	-	-	
422	Income - Grinder pump reimbursement	20,000	58,771	38,771	58,771	20,000	Reimbursements from LE and G/O for shared costs
425	Trans in - OP Construction	-	-	-	-	-	
440	Income - interest	-	-	-	-	-	
499	Trans in from DPW #503	-	3,593	3,593	3,593	3,000	Estimate, yet to be determined based on DPW surplus.
599	Billings - Debt (OP & GO)	419,000	313,485	(105,515)	422,875	420,000	Current rates: \$64/REU + \$1.70/1k gal over 10,000 gal; Flat \$76/REU-keep same
699	Loan proceeds from G/O New User #489	-	-	-	-	-	
	<b>TOTAL INCOME</b>	<b>1,016,998</b>	<b>826,858</b>	<b>(190,140)</b>	<b>1,067,379</b>	<b>1,049,096</b>	
<b>EXPENSES</b>							
600	Accounting/auditing	6,000	2,360	3,640	6,000	6,000	Hold
609	Chemicals	-	-	-	-	-	Hold, keep line item in case of chemical addition for odor control
615	Consent order - groundh20 sodium	25,000	18,827	6,173	19,000	15,000	Only residential sampling to perform this year
627	Engineering - general	-	135	(135)	500	500	Pump station evaluations, pump curve review, etc...
630	Engineering - separate projects	-	-	-	-	-	No separate engineering projects planned for this year
639	Insurance	7,000	6,208	792	6,500	7,000	Hold for 2020
642	Labor, Equipment, & Materials	254,000	192,424	61,576	256,565	273,015	Increase based on DPW Budget and Allocation Percentage
654	Legal fees	-	-	-	-	-	Hold line item for potential
660	Miss - Dig Expenses	500	368	132	368	500	OPS share of MISS DIG Expense
663	Office expenses	-	-	-	-	-	Hold line item for potential
669	Refunds & adjustments	100	-	100	-	100	Hold line item for potential
673	R & M - Building	1,200	113	1,087	250	2,000	New lights, building repairs such as a heater
675	R & M - Grounds	7,500	7,150	350	7,500	7,500	Need to perform some tree removals and tree planting this year
676	R & M - Scada Web Maint. & Cell	5,000	33	4,967	4,850	5,000	Have annual payment to Kennedy for KISM system
678	R & M - Grinder pump repairs	35,000	27,918	7,082	35,000	35,000	Grinder pump repair parts
678	R & M - Grinder Pumps - New	-	91,596	(91,596)	91,596	-	Have approx 200 more pumps to upgrade in system for 2020; New User will pay.
679	R & M - Lines	10,000	10,741	(741)	14,000	10,000	Air release, forcemain, and manhole repairs
680	R & M - Pump stations	35,000	18,174	16,826	29,000	35,000	Have to pay yet for Station 57 rehab in '19
682	R & M - Snowplowing/mowing	5,000	2,606	2,394	3,600	5,000	Reduce for 2019, hold for 2020
684	R & M - Generators	5,000	6,079	(1,079)	6,079	7,500	Repairs to Oak Pointe's plant and two portable generators
686	R & M - Sewer line cleaning	5,000	5,258	(258)	5,258	7,000	Portion of Vactor Costs, manhole cleaning this year
687	R & M - Other	-	-	-	-	-	Hold
688	R & M - Sewer backups	1	5,168	(5,167)	5,168	1	Cost for new grinder at Magnus Home
692	Telephone	1,200	2,065	(865)	2,065	-	No more phone lines at Oak Pointe, using air card in DPW
694	Tools & supplies	-	-	-	-	-	Hold
695	Tools & supplies - all systems	2,000	5,578	(3,578)	7,450	5,000	Hold
700	Trans out - Capital Improv. Repl. Reserves	25,000	-	25,000	25,000	10,000	Reduce for 2020
701	Trans out - OP Debt Service Fund (OP & GO)	419,000	313,485	105,515	422,875	420,000	Bond repayment
702	Utilities - electric	33,000	23,806	9,194	31,500	32,000	Slight reduction
704	Utilities - gas	4,500	2,083	2,417	4,500	4,500	Hold
706	Utilities - sewer treatment charges - GO	150,000	107,975	42,025	155,000	170,000	Increase in G-O of \$.25/1,000 gallons for G-O expansion
	<b>Total expenses</b>	<b>1,036,001</b>	<b>850,150</b>	<b>185,851</b>	<b>1,139,624</b>	<b>1,057,616</b>	
	<b>Net revenues/expenses</b>	<b>(19,003)</b>	<b>(23,292)</b>	<b>(4,289)</b>	<b>(72,245)</b>	<b>(8,520)</b>	
	<b>Beginning fund equity (deficit)</b>	<b>855,390</b>	<b>855,390</b>	<b>-</b>	<b>855,390</b>	<b>783,145</b>	
	<b>Ending fund equity (deficit)</b>	<b>836,387</b>	<b>832,098</b>	<b>(4,289)</b>	<b>783,145</b>	<b>774,625</b>	

## Grinder Pump Annual Maintenance and Replacement Costs

Annual Grinder Pump Costs	
Repair Parts	\$37,224
Employee Service Costs	\$21,741
Service Grinder Van Costs	\$8,240
Rebuild Labor	\$9,200
24 Hour Emergency Line Cost	\$4,500
New Replacement Pumps (5%/Yr)	\$56,637
<b>Total</b>	<b>\$137,542</b>
<b>Oak Pointe (71.26% of Costs)</b>	<b>\$98,012.57</b>
<b>OP Grinder Revenue(\$40/Qtr)</b>	<b>\$69,440</b>
<b>Actual 1/4ly Rate Required (Need To Get To</b>	<b>\$56.46</b>

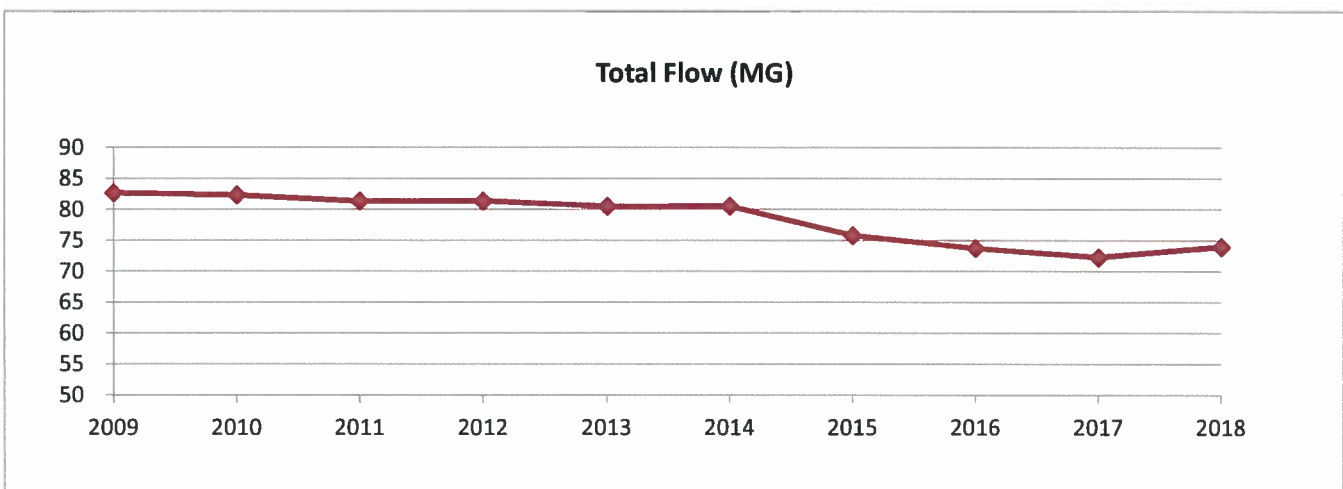
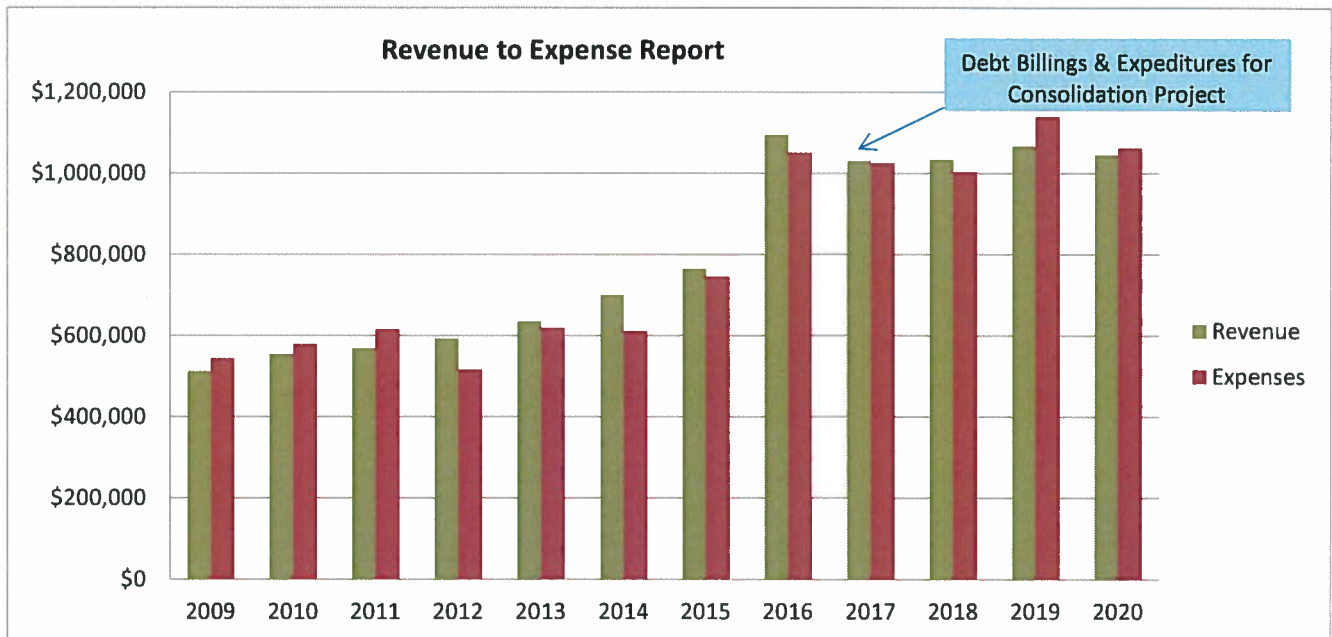
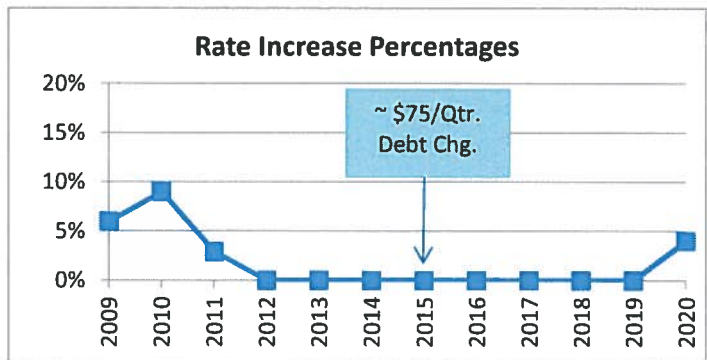
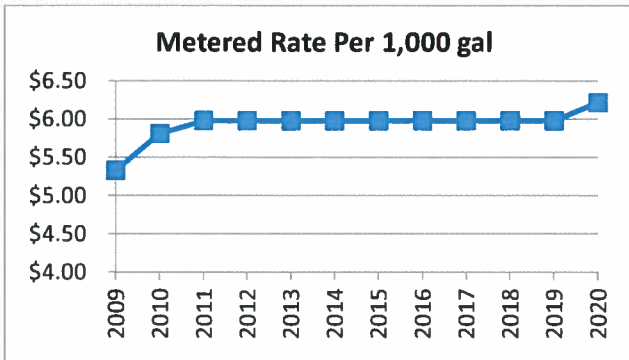
System	Grinder Pump Number	% Owner-Ship	Grinder Pump Failure	Failure %
GOS	98	16.09%	43	43.88%
OPS	434	71.26%	99	22.81%
LES	77	12.64%	15	19.48%
<b>Total</b>	<b>609</b>	<b>100.00%</b>	<b>157</b>	<b>25.78%</b>

Supporting Documentation	
<b>Grinder Service Van</b>	
Gas	\$439.83
Repairs	\$ 2,200.00
Depreciation	\$5,600.00
<b>Annual Total</b>	<b>\$8,239.83</b>
<b>Employee Labor Service</b>	
Employee Hours Per Failure	4
Avg Employee Hourly Rate	\$35
No. Call Outs Per Year	157
<b>Total Labor For Service Calls</b>	<b>\$21,741</b>
<b>Rebuild Labor</b>	
Per Grinder Labor	\$200
No. of Rebuilds per Year (2018)	46
<b>Rebuild Costs</b>	<b>\$9,200</b>
<b>Replacement Pumps (Not 200 Series CO)</b>	
Cost Per Pump	\$1,860
Replacement Per Year (20 Yr. Useful Life)	30.45
<b>Cost Per Year</b>	<b>\$56,637</b>

# Oak Pointe Sewer

3C

## Rate, Flow and Financial Summary





2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
genoa.org

## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Assistant Township Manager/Community Development Director  
**DATE:** February 28, 2019  
**RE:** Chestnut Springs  
Final Site Condominium and Special Land Use

**MANAGERS REVIEW:**  .....

In consideration of the approval recommendation by the Township Planning Commission on 11/13/18 and 02/11/19 please find the attached project case file for Chestnut Springs. The applicant is seeking final site condominium approval for a 61 acre site located east of Chilson Road, south of Brighton Road along the Genoa/Hamburg Township line. The applicant proposes a 25-unit residential development with minimum 1-acre lot sizes, a private road and common open space. This project also requests approval of a Special Use Permit to allow for grading within the 25 foot natural features setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7.

As initially approved, each lot owner was to be responsible for maintenance of their home/unit (interior and exterior) while the association was to be responsible for all lawn, landscaping, driveway, road, open space, and storm water system maintenance. Following the November 2018 approval, the developer requested revisions to the approved Master Deed and Bylaws in regard to lot 25 which is the largest lot in the condominium at over 23.5 acres. After review and revisions at the request of the Planning Commission, the changes to the restrictions allow lot 25 to maintain its own yard and driveway and to exclude said lot from costs and/or assessments related to landscaping. Lot 25 is included in all other costs and assessments. The Planning Commission approved this revision at the February 11, 2019 meeting. The Master Deed and Bylaws contained herein have been revised and approved by the Township Attorney in compliance with the Planning Commission's requirement.

Procedurally, Section 12.07 for the final condominium site plan and Section 19.02 for the special land use require Township Board action following a Planning Commission recommendation. Based on the conditions established within the Planning Commission recommendations, I offer the following for your consideration:

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Michael C. Archinal



Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the Special Land Use to allow for grading within the 25 foot natural features setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7. This approval is granted because the request has been found to comply with the requirements of Section 19.03 of the Township Ordinance, the disturbance is a relatively limited area of disturbance in comparison to the area protected/preserved, and the petitioner has an approved wetland permit from the MDEQ.

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve Impact Assessment dated November 20, 2018 for Chestnut Springs, subject to the following:

1. Reference to the sodium chloride groundwater concern as well as description of planned mitigation measures shall be added to the impact assessment prior to issuance of a Land Use Permit.

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the final site condominium plan dated November 20, 2018 subject to the following:

1. The Master Deed, Bylaws and Exhibit B Drawings are incorporated into this approval by reference.
2. All requirements of the Brighton Area Fire Authority letter dated November 8, 2018 shall be met.
3. Construction plan review will be required for the private road prior to the issuance of the Land Use permit.
4. Payment of any review fee overages must be made prior to issuance of land use permit.
5. The conditions of the October 24<sup>th</sup>, 2018 Court Order regarding Case No. 12-027123-CZ shall be complied with. Those conditions are restated below for incorporation in this approval:
  - a. Chestnut Development shall be permitted to extract sand from the property for the purposes of construction of homes on the subject property, including land balancing, construction of roads and drives, and septic fields for homes on the property only;
  - b. By the time of the issuance of the final certificate of occupancy for the homes to be constructed on the subject property, Chestnut Development shall have completed the pond restoration in accordance with the restoration plan prepared by Livingston Engineering, job no. 12336, dated October 4, 2012, revised December 18, 2012 previously approved by Genoa Township on which Plaintiff's land use permit was issued. Immediately and until the pond restoration is completed, Plaintiff shall install and maintain a gate at the entrance to the pond to restrict unauthorized access to the pond. Upon completion of the restoration process, the Township Engineer shall inspect and verify compliance with finish slope requirements. Once approved by the



- Township Engineer, the Township shall return the restoration bond previously paid by Chestnut Development;
- c. That each home to be constructed on the subject property will be served by a private well as the source of water, and each home shall have installed a reverse osmosis unit that serves both the kitchen sink and refrigerator as part of the development. The reverse osmosis unit shall be approved by the Township prior to installation. The Township shall provide once each calendar year a filter for the reverse osmosis unit if chloride exceeds the drinking water criteria and will continue to do so until such time that chloride is below the State's acceptable drinking water criteria; and
  - d. The developer grants the Township a perpetual easement as described on the approved site plan for access to the Township's 3 monitoring well sites, which shall be tested at a frequency determined by Genoa Charter Township. Monitoring well results will be shared with the Michigan Department of Environmental Quality and the Livingston County Health Department. In the event that the monitoring well results are above drinking water criteria for chloride in the future, the Township shall have the right to request access to the property to collect an unsoftened raw water sample from the residence and to request a water sample from the reverse osmosis within the house on an annual basis to verify that the reverse osmosis system is working.
  - e. That the master deed for the site condominium shall include reference to chloride (a component of salt) is present in the groundwater above natural background and the source of the elevated chloride is from Oak Pointe Wastewater Treatment Plant that is no longer discharging to groundwater and has not since 2015. The Master Deed will note that current drinking water criteria for chloride is aesthetic based, chloride concentrations in excess of the drinking water criteria can give rise to a detectable salty taste in water. The Master Deed will note that chloride also increases the electrical conductivity of the water and thus can increase its corrosiveness. Furthermore, each buyer in the project will receive a copy of the master deed, and sign a document stating they received, reviewed, and agree to the terms and disclosures contained in the master deed.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Kelly VanMarter  
Assistant Township Manager/Community Development Director



**GENOA CHARTER TOWNSHIP**  
**Application for Site Plan Review**

**TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:**

APPLICANT NAME & ADDRESS: Chestnut Development LLC, 6253 Grand River Ave. Suite 700, Brighton, MI 48114

*If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

OWNER'S NAME & ADDRESS: Applicant is the property owner

SITE ADDRESS: \_\_\_\_\_ PARCEL #(s): 4711-33-400-003 & 4711-34-300-005

APPLICANT PHONE: ( 810 ) 599-3984 OWNER PHONE: ( \_\_\_\_\_ )

OWNER EMAIL: office@chestnutdev.com

LOCATION AND BRIEF DESCRIPTION OF SITE: 61 acres of undeveloped land, located on the East side of Chilson Rd between Brighton Rd and Bishop Lake Rd. Site is generally described as open grassland with very few trees. Several wetlands exist on site.

BRIEF STATEMENT OF PROPOSED USE: 25 unit residential development to be re-zoned LDR and designed to meet LDR standards. Minimum 1 acre lot sizes with additional common open space provided. Site access by construction of a paved, open ditch, private road. All lots to be serviced by well and septic.

THE FOLLOWING BUILDINGS ARE PROPOSED: 25 single family residential homes.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

BY: \_\_\_\_\_

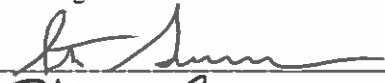
ADDRESS: 6253 Grand River Brighton 48114

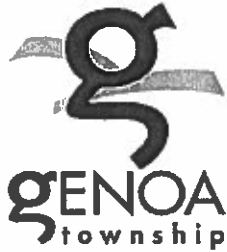
**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:

(.) Michael Bearman of Livingston Engineering at mike@livingstoneng.com  
Name Business Affiliation E-mail Address

### FEE EXCEEDANCE AGREEMENT

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE  DATE 5.2.18  
PRINT NAME Steve Gronow PHONE 8105995147  
ADDRESS 6253 Grand River Brighton 48114



**GENOA CHARTER TOWNSHIP  
Special Land Use Application**

This application **must** be accompanied by a site plan review application and the associated submittal requirements. (The Zoning Official may allow a less detailed sketch plan for a change in use.)

APPLICANT NAME & ADDRESS: Chestnut Development LLC, 6253 Grand River Ave. Suite 700, Brighton, MI 48114  
*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.*

APPLICANT PHONE: ( 810 ) 599-3984 EMAIL: office@chestnutdev.com

OWNER NAME & ADDRESS: Applicant is the property owner

SITE ADDRESS: \_\_\_\_\_ PARCEL #(s): 4711-33-400-003 & 4711-34-300-005

OWNER PHONE: ( \_\_\_\_\_ ) EMAIL: \_\_\_\_\_

**Location and brief description of site and surroundings:**

61 acres of undeveloped land, located on the East side of Chilson Rd between Brighton Rd and Bishop Lake Rd. Site is generally described as open grassland with very few trees. Several wetlands exist on site.

**Proposed Use:**

25 unit residential development designed to meet LDR standards. Minimum 1 acre lot sizes with additional common open space provided. Site access by construction of a paved, open ditch, private road. All lots to be serviced by well and septic.

**Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):**

- a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

This request has minimal impact and will not adversely affect township standards.

- b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

Use has been designed with minimal impact.

- c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

N/A

d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

N/A

e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)? If so, describe how the criteria are met.

Request meets minimum 10 ft wetland setback.

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED \_\_\_\_\_ STATES THAT THEY ARE THE FREE OWNER OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: 

ADDRESS: 3800 Chilson Rd. Howell MI 48843-home  
6253 Grand River Suite 200 Brighton, MI 48114-office

**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:

Michael Bearman of Livingston Engineering at Mike@Livingstoneing.com  
Name Business Affiliation Email

**FEE EXCEEDANCE AGREEMENT**

As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

**The motion carried. (Rauch - yes; Dhaenens - yes; Brown - yes; Rickard - yes; Grajek - yes; McCreary - no)**

**Moved** by Commissioner Mortensen, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Environmental Impact Assessment dated July 30, 2018, Revised October 23, 2018, for Dog Town and Kitty City, subject to the following:

- The sound engineer's findings will be included as an attachment to the Environmental Impact Assessment.
- The owner will acknowledge, in writing, the loss of parking, which may prohibit commercial use of the building to the south of the site and it will become part of the Environmental Impact Assessment.

**The motion carried. (Rauch - yes; Dhaenens - yes; Brown - yes; Rickard; Grajek - yes; McCreary - no)**

**Moved** by Commissioner Mortensen, seconded by Commissioner Dhaenens to recommend to the Township Board approval of the Site Plan dated September 9, 2018 for a business known as Dog Town and Kitty City to operate a daycare for pets, subject to the following:

- The proposed vinyl screen fence is acceptable and the sample provided this evening will become Township property.
- Approvals must be obtained from outside agencies, copies of which will be provided to Township staff, before land use permit is granted.
- The pavement should be repaired as part of this project.
- Parking spaces shall be double striped per ordinance requirements.
- The restriction of emergency vehicles shall be removed from the site plan and the property owner should work with Township staff to ensure there is a cross access easement with the property to the west.
- Tree sizes should be noted on the plans.
- The existing flood lights must be removed as part of this project.
- The existing pole sign should be removed and replaced with a sign consistent with the Township ordinance.
- The requirements of the Township Engineer specified in his letter dated November 7, 2018 shall be met, excluding Item #2.

**The motion carried. (Rauch - yes; Dhaenens - yes; Brown - yes; Rickard; Grajek - yes; McCreary - no)**

**OPEN PUBLIC HEARING # 2...** Review of a special use, site plan and environmental impact assessment requesting final site condominium recommendation for a proposed 25-unit site condominium with a special land use to allow for grading within the 25 foot natural features setback. The property in question is located on approximately 61 acres involving parcels 11-33-400-003 and 11-34-300-005 on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The request is petitioned by Chestnut Development LLC.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment
- C. Recommendation of Site Plan

Mike Bearman of Livingston Engineering and Steve Gronow, the owner, were present.

Mr. Bearman provided a review of the proposed project. He reviewed the changes they have made regarding the Special Land Use. They have received a permit from the MDEQ to for the detention outlet, approval from the Livingston County Health Department for the septic fields and wells, and site distance approval from the Livingston County Drain Commissioner for the entrance location on Chilson Road. They received the consultants' letters and will address their minor concerns.

Mr. Borden reviewed his letter dated November 7, 2018.

- The condominium documents are subject to review and comment by the Township Attorney although they have provided several suggested edits.
- Remaining outside agency approvals (Livingston County Drain Commissioner, County Road Commission, and County Health Department) must be obtained (with documentation of approval to be submitted to the Township).
- The Exhibit B drawings should rename the "wetland setback" to "undisturbed natural features setback" and Lot 25 shall be added to the applicable lots.
- We recommend that the applicant complete the General Note on the General Layout Site Plan sheet (3), which says "homes on lots 7, 12, and 13 will utilize a smaller house footprint to prevent grading" to indicate that this is to prevent grading impacts on the required 25' natural features setback.
- The private road/shared drives are subject to review and approval by the Township.
- If the development is proposed as a gated community, details must be provided for review. Additionally, access codes will be required for all emergency service providers and we suggest the Township require an indemnification agreement.
- The encroachments into the 25-foot natural feature setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7 require special land use approval.
- Given a relatively limited area of disturbance in comparison to the area protected/preserved and approval of a wetland permit by MDEQ, we are generally of the opinion that the special land use standards are met.
- The applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

Mr. Markstrom stated that all of his concerns have been met.

Most of the Brighton Area Fire Authority's concerns have been met.

- They are requiring documentation and schematics (type, depth, location, pipe sizes, diameters, etc.) be provided for the dry hydrant. Mr. Bearman stated this information has been provided on the Special Land Use sheet.

- The names, addresses, phone numbers, and emails of the owner or owner's agent, contractor, or architect, and on-site project supervisor shall be provided.

The call to the public was made at 9:21 pm with no response.

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Special Use Permit dated October 22, 2018 for Chestnut Springs to allow for grading within the 25 foot natural features setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7. The commission finds it meets the requirements of Section 19.02 of the Township Ordinance, the disturbance is limited in area, and the petitioner has a wetland approval from the MDEQ. **The motion carried unanimously.**

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Environmental Impact Assessment for Chestnut Springs dated October 25, 2018. **The motion carried unanimously.**

**Moved** by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Final Condominium Site Plan for Chestnut Springs dated October 22, 2018 subject the following conditions:

- The condominium documents are subject to review and comment by the Township Attorney, including the edits suggested to the condominium documents.
- Remaining outside agency approvals (Livingston County Drain Commissioner, County Road Commission, and County Health Department) must be obtained (with documentation of approval to be submitted to the Township).
- The Exhibit B drawings should rename the "wetland setback" to "undisturbed natural features setback" and Lot 25 shall be added to the applicable lots.
- We recommend that the applicant complete the General Note on the General Layout Site Plan sheet (3), which says "homes on lots 7, 12, and 13 will utilize a smaller house footprint to prevent grading" to indicate that this is to prevent grading impacts on the required 25' natural features setback.
- Reference to a gated community will be removed.
- The encroachments into the 25-foot natural feature setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7 require special land use approval.
- Given a relatively limited area of disturbance in comparison to the area protected/preserved and approval of a wetland permit by MDEQ, we are generally of the opinion that the special land use standards are met.
- Section 3.17 will be corrected to change "Michigan County" to "Livingston County"
- Section 9.1 of the Master Deed shall be amended to reflect "25" units, not "24"
- The applicant must address any comments provided by the Township Engineer November 7, 2018 and BAFA dated 11/08/18 will be met.
- Construction plan review will be required for the private road prior to the issuance of the Land Use permit.



**The motion carried unanimously.**

**OPEN PUBLIC HEARING #3...** Review of site plan and environmental impact assessment for a proposed addition and parking lot expansion to the existing Community Bible Church located at 7372 W. Grand River Avenue Brighton. The request is petitioned by Community Bible Church.

- A. Recommendation of Environmental Impact Assessment
- B. Disposition of Site Plan

Mr. Brent LaVanway of Boss Engineering, Mr. James Wickman, the Deacon for Community Bible Church, and Mr. Wayne Bickel, the architect were present.

Mr. LaVanway provided a review of the project. They are proposing to expand the parking lot and add an 18,000 square foot expansion to the building.

Mr. Bickel provided colored renderings of the proposed addition. He reviewed the building materials and colors.

Mr. Borden reviewed his letter of November 6, 2018.

- The amount of metal paneling proposed on the building exceeds the limit established by Ordinance; however, the Planning Commission has discretion to waive this requirement. Mr. Bickel provided samples of the metal paneling, brick, stone, and wood.  
Commissioner Rauch feels that the architect did a great job of incorporating the different materials and colors with this building. It complements the other buildings in this area along Grand River.
- The easement language for the sidewalk should be subject to review and approval by the Township.
- The amount of parking proposed is 132% of the minimum requirement. This requires Planning Commission approval based on supporting evidence from the applicant. Deacon Wickman advised the Planning Commission they require the amount of parking proposed.
- The Commission may waive/modify the buffer zone requirements along the south and east lot lines due to existing conditions (presence of a wetland and presence of existing trees, respectively).
- There is a minor inconsistency between the landscape plan and table that must be corrected.

Mr. Markstrom stated his concerns with the water service will be addressed with the applicant during a construction plan review meeting. He is satisfied with the traffic management plan proposed by the applicant.

The Brighton Area Fire Authority has one outstanding item that needs to be discussed further with the applicant.

The call to the public was made at 9:58 pm.

Mr. Terry Simpson, who is the owner of the property next door, is in favor of this project.

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
January 14, 2019  
6:30 P.M.  
MINUTES**

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:32 p.m. Present were Chairman Doug Brown, Chris Grajek, Eric Rauch, Jeff Dhaenens, and Jill Rickard. Absent were Marianne McCreary and Jim Mortensen. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, Gary Markstrom of Tetra Tech, and Brian Borden of SafeBuilt Studio. There were no audience members.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner Grajek, seconded by Commissioner Rickard, to approve the agenda as presented.

ELECTION OF OFFICERS

Ms. VanMarter noted that the Planning Commission must elect a Chairperson, Vice-Chairperson, and Secretary for 2019.

**Moved** by Commissioner Grajek, seconded by Commissioner Rauch, to elect Doug Brown as Chairman, Eric Rauch as Vice-Chairman, and Marianne McCreary as Secretary. **The motion carried unanimously.**

CALL TO THE PUBLIC: The call to the public was made at 6:34 pm with no response.

**OPEN PUBLIC HEARING # 1...** Review of revisions to the master deed and bylaws associated with recommendation for final site condominium approval for Chestnut Springs. The property in question is located on approximately 61 acres involving parcels 11-33-400-003 and 11-34-300-005 on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The request is petitioned by Chestnut Development LLC.

A. Recommendation of final condominium site plan.

Mr. Steve Gronow, the property owner, was present. He stated that when they were reviewing the by-laws for this development, they noted that the size of Lot #25 is much larger than the other lots so they would need to pay much more in association dues for site maintenance (i.e. snow removal, turf maintenance, etc.). The other lots are  $\frac{1}{4}$  to  $\frac{1}{3}$  acres and Lot #25 is 30 acres. They have decided to exempt this lot from the association dues and they would maintain their property themselves. They would still be paying for the road maintenance.

There were some questions regarding the language that is exempting Lot #25. Commissioners believe that the language exempts this lot from other provisions, such as the amount of animals allowed, outdoor storage limits, commercial vehicles, signage, and the architecture is not required to be the same as the other units. There was also a question as to the ability for the Township to access the site to maintain the monitoring wells.

Mr. Gronow stated his main reason for amending the bylaws was to exclude Lot #25 from paying the association dues with regard to site maintenance. He will have his attorney review and revise the document to ensure that it is not excluded from any other sections of the by-laws and are subject to all Township ordinances. He will also include the language allowing the Township to access to the monitoring wells.

The by-laws as presented are not able to be approved this evening. The Planning Commission will need to review them with all of the revisions discussed this evening. Mr. Gronow requested to have this item tabled this evening.

The call to the public was made at 6:56 pm with no response.

**Moved** by Commission Grajek, seconded by Commissioner Rauch, to table Open Public Hearing #1 for the Chestnut Springs Condominium until the February 11, 2019 Planning Commission meeting. **The motion carried unanimously.**

**OPEN PUBLIC HEARING # 2...** Discussion and review of a conceptual site plan for a proposed 80-unit site condominium. The property in question is located on approximately 35 acres on the south-west corner of Latson and Golf Club Road at 3850 Golf Club Road, Howell. The request is petitioned by Gary R. Boss.

Mr. Steven Morgan, the representative for the applicant, was present. He provided a history of the property in question. One important point he made was that the proposed access drive off of Latson Road no longer meets MDOT sight distance requirements, so

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
February 11, 2019  
6:30 P.M.  
MINUTES**

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:31 p.m. Present were Chairman Doug Brown, Chris Grajek, Jeff Dhaenens, Jill Rickard, Marianne McCreary, and Jim Mortensen. Absent was Eric Rauch. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, and Gary Markstrom of Tetra Tech. There was one audience member present.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner McCreary, seconded by Commissioner Grajek, to approve the agenda as presented.

CALL TO THE PUBLIC: The call to the public was made at 6:32 pm with no response.

**OPEN PUBLIC HEARING # 1...** Review of revisions to the master deed and bylaws associated with recommendation for final site condominium approval for Chestnut Springs. The property in question is located on approximately 61 acres involving parcels 11-33-400-003 and 11-34-300-005 on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The request is petitioned by Chestnut Development LLC.

A. Recommendation of final condominium site plan.

Mr. Steve Gronow, the property owner, was present. Per the discussion at last month's Planning Commission meeting, his attorney has reverted the language for the master deed and bylaws back to how they were originally written. He has reviewed the comments from the Township attorney in his letter dated February 7, 2019 and agrees to make his requested changes.

The Planning Commission suggested that Lot #25 contribute to the storm sewer system because that runoff is from the road, and they are required to contribute to the road maintenance. Mr. Gronow will have that added.

Commissioner McCreary would like to have Lot #25 contribute to the maintenance of the common areas, including the maintenance of the entrance to the development, etc. Commissioner Rickard agrees. Commissioners Mortensen and Dhaenens disagree. They would like to have Lot #25 pay for the road and storm sewer system maintenance, but not for any of the landscaping. Mr. Gronow does not believe it would be possible to charge Lot #25 for just the maintenance of the common areas, and not the landscaping, mowing, snow removal, etc.

After a brief discussion, Commissioners McCreary and Rickard believe that Lot #25 should pay for all common aspects of the association, such as the roads, the storm sewer system, common areas, site entrance maintenance, insurance, etc. and should only be exempt from the landscaping costs. Mr. Gronow and the Planning Commissioners agree.

The call to the public was made at 7:14 pm with no response.

**Moved by Commissioner Mortensen, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of final condominium site plan for Chestnut Springs, subject to the following:**

- A revision to the master deed and by-laws reviewed this evening to the effect that Lot #25 will be excluded from homeowner association costs and/or assessments related only to the landscaping of the condominiums.
- Review by the Township attorney.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING # 2...** Review of a site plan and impact assessment requesting preliminary site condominium approval for a proposed 19 unit site condominium. The property in question is located on approximately 30.8 acres at 4242 Bauer Road (Parcel #4711-26-200-002) on the west side of Bauer Road between White Pines Drive and Challis Road. The request is petitioned by John Moretti.

- A. Recommendation of Environmental Impact Assessment (1-25-19)
- B. Recommendation of Preliminary Site Plan (1-18-19)

Mr. John Moretti, the property owner, and Mr. Phillip Razor, the civil engineer, were present.

Mr. Razor showed the proposed site plan, which will consist of 19 units on approximately 30 acres. He reviewed the details of the lot sizes, the access roads,



November 7, 2018

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Chestnut Springs – Final Condominium Plan and Special Land Use Review #2
<b>Location:</b>	East side of Chilson Road, south of Brighton Road (along Genoa/Hamburg Twp. Border)
<b>Zoning:</b>	LDR Low Density Residential

Dear Commissioners:

At the Township’s request, we have reviewed the revised final condominium plan (cover sheet 10/25/18 per Township review comments) for Chestnut Springs, a 67.12-acre site located on Chilson Road south of Brighton Road. The applicant proposes a 25-unit residential development with minimum 1-acre lot sizes, a private road, and a common open space.

We have reviewed the revised plan submittal for compliance with the applicable provisions of the Genoa Township Zoning Ordinance.

**A. SUMMARY**

1. The condominium documents are subject to review and comment by the Township Attorney; although we have provided several suggested edits.
2. Remaining outside agency approvals (Livingston County Drain Commissioner, County Road Commission, and County Health Department) must be obtained (with documentation of approval to be submitted to the Township).
3. The Exhibit B drawings should rename the “wetland setback” to “undisturbed natural features setback” and Lot 25 shall be added to the applicable lots.
4. We recommend that the applicant complete the General Note on the General Layout Site Plan sheet (3), which says “homes on lots 7, 12, and 13 will utilize a smaller house footprint to prevent grading” to indicate that this is to prevent grading impacts on the required 25’ natural features setback.
5. The private road/shared drives are subject to review and approval by the Township.
6. If the development is proposed as a gated community, details must be provided for review. Additionally, access codes will be required for all emergency service providers and we suggest the Township require an indemnification agreement.
7. The encroachments into the 25-foot natural feature setback for the road, shared drive, detention outlet, dry hydrant, and grading for Unit 7 require special land use approval.
8. Given a relatively limited area of disturbance in comparison to the area protected/preserved and approval of a wetland permit by MDEQ, we are generally of the opinion that the special land use standards are met.
9. The applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.





*Aerial view of site and surroundings (looking north)*

## **B. PROPOSAL/PROCESS**

The applicant proposes to construct 25 new single-family residences on minimum one-acre lots. The development is proposed as a site condominium, whereby each detached dwelling unit has a separate owner, but the remainder of the land, including the open space, private road and shared drives, are the responsibility of a condominium association.

Section 12.07 requires both preliminary and final approval for condominium plans. Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority. The project previously obtained preliminary approval with conditions.

The final submittal includes a request for encroachments into the 25-foot natural feature setback, which are subject to review/approval as a special land use.

## **C. SITE PLAN REVIEW**

**1. Submittal Requirements.** The submittal includes the required condominium documents (master deed and by-laws). Consistent with past practice, we suggest these documents be reviewed by the Township Attorney.

Furthermore, we provided the following suggested edits:

- The Master Deed cover page should indicate this is a 25-unit site condominium, not 24-unit.
- Bylaws Section 20.13 item (a) shall include a reference to the natural undisturbed natural features setback within 25' of regulated wetlands.
- Bylaws Section 20.13 item (c) shall add statement regarding not within required setback including the natural features setback mentioned in 20.17.
- Bylaws Section 20.16 should remove any references to the "Township's Planned Unit Development ordinance" since this is not a PUD.
- Bylaws Section 20.16 should include a reference to the 25' undisturbed natural features setback.

As previously suggested, the by-laws include language noting that the Association is responsible for maintaining the common elements (including the two open spaces), as well as informing co-owners that no activities are allowed within the wetland areas or natural feature setback surrounding the regulated wetlands.

The site plan cover sheet shows a table of permits and approvals; the MDEQ approved wetland permits (10/11/18) and the Road Commission approved sight distance (5/29/18). (A copy of the MDEQ permit is included with the current submittal.)

Other outside agency approvals (Livingston County Drain Commissioner, County Road Commission, and County Health Department) are still required. Documentation of these approvals must be submitted to the Township once obtained.

2. **Dimensional Requirements.** The LDR District requires minimum lot sizes of 1-acre (area) and 150 feet (width). Based on the plan and table on Sheet 3.0, all 25 units meet or exceed these standards.

The final plan also provides for building envelopes in accordance with minimum LDR setbacks and the required setbacks have been added to Unit 25, as discussed during the preliminary approval. We also recommend that the Exhibit B drawings should rename the “wetland setback” to “undisturbed natural features setback” and Lot 25 shall be added to the applicable lots.

The revised plans also identify the front yards on units accessed via shared driveways, clarifying an issue raised in our previous review letter.

3. **Natural Feature Setback.** Section 13.02.04 requires a 25-foot setback from the edge of a regulated wetland. The final plan highlights four areas of encroachment, detailed on Sheet 4.1, as follows:

- a. Detail A: the roadway just west of Open Space B
- b. Detail B: an area directly behind the proposed house on Unit 7
- c. Detail B: an area between the proposed house and septic field on Unit 7
- d. Detail C: the shared driveway access for Units 9 and 25

The proposal also includes a detention outlet into Wetland E and a dry hydrant connection to the pond near the east end of the site. Details of these elements are described on Sheet 4.1. All encroachments require special land use approval and are reviewed in greater detail under Paragraph D below.

As discussed during preliminary plan review, several units were depicted at or near the natural feature setback line, with the potential for construction to result in further encroachment/disturbance. As noted in our previous review letter, such units included 1, 2, 3, 6, 7, 9, 11, 12 and 13.

The revised submittal indicates that Unit 7 will include some areas of encroachment for grading, which has been included in the details on Sheet 4.1.

The applicant has noted that the dwellings for Units 7, 12, and 13 will be smaller homes, allowing additional area for grading at the rear of the Units. We recommend that the applicant complete the General Note on the General Layout Site Plan sheet (3), which says “homes on lots 7, 12, and 13 will utilize a smaller house footprint to prevent grading” to indicate that this is to prevent grading impacts on the required 25’ natural features setback.

The dwellings on Units 1, 2, 3, 6, 9, and 11 have also been moved closer to the front setback line to provide additional room for grading.

The revised submittal also notes that construction fencing will be placed along the natural feature setback line (or the furthest point of encroachment, if granted) to protect against further disturbance.



4. **Pedestrian Circulation.** The plan includes woodchip walking trails in the two open space areas near Chilson Road. The Ordinance exempts trails and other recreational areas from the required 25-foot setback from the edge of a regulated wetland, although Open Space A is adjacent to an unregulated wetland and Open Space B exceeds the 25-foot minimum setback.
5. **Vehicular Circulation.** Consistent with the approved preliminary plan, the development includes a private road with 3 separate shared driveway extensions. As noted above, portions of the road near the intersection with Chilson Road encroach into the 25-foot natural feature setback.

Section 15.04 requires 16-foot wide shared driveways within a 33-foot easement and restricts access to no more than 4 residences. The proposed development complies with these standards, showing a required 33-foot easement and 18-foot wide shared driveways.

Driveway construction must also be suitable for emergency vehicles. The plans include cross-section details for the shared drives and the road, which are subject to review by the Township Engineer and Brighton Area Fire Authority.

Lastly, private roads are regulated under Section 15.05. We defer to the Township Engineer for a detailed review of the proposed road design. The applicant has also indicated that they will provide a Private Road Maintenance Agreement, as required.

6. **Landscaping.** The landscape plan matches the approved preliminary plan with respect to size, type, quantity and location of proposed plantings.
7. **Park/Open Space.** The final plan matches the approved preliminary plan with respect to size, location and details for the two proposed open spaces (A and B).
8. **Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comments.
9. **Gated Entrance.** If the development is to be gated, the location, design and vehicle stacking dimensions are subject to review by the Township. Additionally, access codes must be provided to all local emergency service organizations such as EMS, Central Dispatch, Police, and Fire.

Lastly, we suggest the Township require an indemnification agreement in the event emergency access is disrupted or damage is caused to the gates or emergency vehicles. The Township may wish to further discuss this matter with the Township Attorney.

#### **D. SPECIAL LAND USE REVIEW**

1. **Master Plan.** The Genoa Township Master Plan and Future Land Use map designate this area as Low Density Residential, which is intended for residential development on minimum 1-acre lots. This category is also consistent with the current zoning designation of LDR.

The Master Plan encourages preservation and protection of existing wetlands within the Township.

Based on Sheet 4.1, the road, drive and grading for Unit 7 encroachments are not into the wetlands themselves, nor are they within 10 feet of the wetlands at their nearest point. The detention outlet and the dry hydrant connect into the wetlands and were approved by MDEQ.

2. **Compatibility.** The site is surrounded by other rural residential areas, recreational lands, and preserved/undeveloped areas. The proposed project is generally expected to be compatible with the established character of the surrounding area.

3. **Public Facilities and Services.** This project will be served by well and septic, which are subject to outside agency approvals. Additionally, the private road and shared drives are subject to review and approval by the Township (private road and shared drives) and the County Road Commission (work within Chilson Road right-of-way).
4. **Impacts.** As previously noted, the proposed road and drive are at least 10 feet from the edge of the wetlands and do not encroachment into the wetlands themselves.

Details on Sheet 4.1 indicate that a total of 2,730 square feet within the natural feature setback area will be disturbed. In our opinion, this is relatively minor in relation to the total amount of protected and undisturbed land. For comparison, these two wetland areas comprise approximately 15 acres of land on-site.

Given MDEQ approval of the detention outlet and dry hydrant, we do not anticipate a detrimental impact on the wetlands.

5. **Mitigation.** The mitigation efforts include silt fence to protect the wetlands from any accumulating sedimentation from runoff caused by construction activities. Mesh construction fencing will also be placed in areas where grading occurs near the wetland setback to prevent encroachment beyond that approved.

Should you have any questions concerning this matter, please do not hesitate to contact our office. We can be reached by phone at (248) 586-0505, or via e-mail at [bborden@safebuilt.com](mailto:bborden@safebuilt.com) and [steve.hannon@safebuilt.com](mailto:steve.hannon@safebuilt.com).

Respectfully,  
**SAFEBUILT STUDIO**



Brian V. Borden, AICP  
Planning Manager



Stephen Hannon, AICP  
Planner



February 6, 2019

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Chestnut Springs – Amendment to Condominium Documents (Review #2)
<b>Location:</b>	East side of Chilson Road, south of Brighton Road (along Genoa/Hamburg Twp. Border)
<b>Zoning:</b>	LDR Low Density Residential

Dear Commissioners:

At the Township’s request, we have reviewed the revised submittal proposing to amend the condominium documents for Chestnut Springs, a 67.12-acre site located on Chilson Road south of Brighton Road. The applicant proposes a 25-unit residential development with minimum 1-acre lot sizes, a private road, and a common open space.

We have reviewed the revised plan submittal for compliance with the applicable provisions of the Genoa Township Zoning Ordinance.

**A. SUMMARY**

1. The applicant proposes changes to the text of the condominium documents (By-Laws and Master Deed) for the Commission’s consideration.
2. The edits to the condominium documents suggested in our November 7, 2018 review letter have been addressed. The revisions also include removal of the language regarding a gated entrance.
3. The additional edits provide exceptions for Unit 25 that are generally related to assessments and maintenance responsibilities by the Association.
4. We suggest Section 20.20 of the By-Laws include a statement noting that the Developer may not waive or modify any element subject to Township Ordinance requirements or the approved condominium plan.
5. The proposed changes do not alter the design of the project (the plans are unchanged from those that received a favorable recommendation by the Commission in November 2018).
6. We suggest review by the Township Attorney.
7. Review by the Township Engineer and/or Utilities Director is also warranted given that a number of the revisions relate to utility systems and infrastructure.



*Aerial view of site and surroundings (looking north)*

## **B. PROPOSAL/PROCESS**

The applicant obtained a favorable recommendation from the Planning Commission on the final condominium plan for the project, including special land use for encroachments into the 25-foot natural feature setback.

In the time since that recommendation, the applicant has made changes to the By-Laws and Master Deed for the project. Given that changes were proposed prior to Township Board consideration of the final condominium plan, the Township concluded that re-review by the Planning Commission was warranted.

As such, the Planning Commission is to review the proposed changes and put forth a new recommendation on the final condominium plan to the Township Board.

## **C. REVIEW**

The applicant proposes modifications to the condominium documents (By-Laws and Master Deed) for the project. These modifications include corrections that were required by the Planning Commission's previous recommendation, as well as some new exceptions and exemptions specific to Unit 25.

Based on our review, the revised By-Laws and Master Deed include the changes noted in our November 7, 2018 review letter. The majority of these edits relate to additional language about the undisturbed natural areas that are to be protected, although the language about an entrance gate has also been removed.

The exceptions for Unit 25 have been greatly reduced from the prior version of the documents. The exceptions are now generally limited to assessments within the Condominium Association, yard maintenance by the Association and restrictions on self-maintained gardens.

As was discussed at the previous Planning Commission meeting, though Unit 25 may not be subject to all of the same considerations/requirements by the Association for Units 1-24, all activities remain subject to the applicable Township Ordinance(s).

Additionally, the current proposal includes a new Section 20.20 within the By-Laws granting the Developer the ability to waive the requirements of Article 20. We request the applicant include a statement that the Developer may not waive or modify any element subject to Ordinance requirements of the Township or the approved condominium plan.

Similar to previous comments, we suggest these documents be reviewed by the Township Attorney. In our opinion, the new language on utility systems and infrastructure also warrants review by the Township Engineer and/or Utilities Director.

Should you have any questions concerning this matter, please do not hesitate to contact our office. We can be reached by phone at (248) 586-0505, or via e-mail at [bborden@safebuilt.com](mailto:bborden@safebuilt.com) and [steve.hannon@safebuilt.com](mailto:steve.hannon@safebuilt.com).

Respectfully,  
**SAFEBUILT STUDIO**



Brian V. Borden, AICP  
Planning Manager



Stephen Hannon, AICP  
Planner



November 7, 2018

Ms. Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

Re: **Chestnut Springs**  
**(Parcels #4711-33-400-003, #4711-34-300-005)**  
**Final Site Plan Review #5**

Dear Ms. VanMarter:

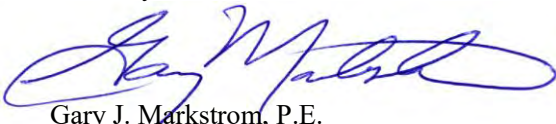
As requested, we have performed a fifth review of the above-referenced site plan and special land use application as prepared by Livingston Engineers on behalf of Chestnut Development LLC, last dated September 22, 2018. The 67-acre parcel is located on the east side of Chilson Road at the southern boundary of the Township. The Petitioner is proposing to develop 25 single-family home sites served by a private road.


#### **GENERAL NOTES**

All of our previous comments have been addressed by the revised plans. The Petitioner provided copies of the MDEQ Part 303 Permit, the Livingston County Road Commission Land Split/Sight Distance Review, and the preliminary approval of the Livingston County Health Department of the on-site sewage disposal and water supply. With the revision and these obtained documents, we have no further engineering related comments.

If you have any questions or comments, please call.

Sincerely,

  
Gary J. Markstrom, P.E.  
Vice President

  
Shelby Scherdt  
Project Engineer



# BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.  
Brighton, MI 48116  
o: 810-229-6640 f: 810-229-1619

November 8, 2018

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Chestnut Development  
67.12-acre parcel E. of Chilson Rd. between Brighton Rd. & Bishop Lake Rd.  
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on September 24, 2018 **and again on October 24, 2018**, and the drawings are dated September 9, 2018, and **October 22, 2018**. The project is a 25 unit single family home development. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

There is no municipal water supply in this area of the township. This development is proposed with a single access point off of Chilson Road. There are three long shared driveways off of the primary road that each service between two and four lots.

The following comments should be addressed prior to a favorable recommendation from the fire department.

1. The primary access road shall be a minimum of 26' wide, not including gravel shoulders. The plan indicates a road width of 22' with a 5' gravel shoulder on either side. With a width of 26' wide, one side of the street shall be marked as a fire lane. Include the location of the proposed fire lane signage and include a detail of the fire lane sign in future submittals. **(Addressed in plans. Roads have been increased to 26 feet wide with a 3-foot shoulder.)**  
IFC 503.2.2  
IFC D103.6.1
2. The width of the three shared driveways is not indicated on the plan. The three shared driveway widths shall be a minimum of 20' wide. Based on the length of the shared driveways it is recommended to provide each drive with a means to turn around at each of the dead ends. Turnarounds may be provided using a 120' Hammerhead, 60' "Y" or 96' diameter cul-de-sac. **(Addressed in plans. In speaking with the developer, a compromise was made to allow the shared driveways to be 18 feet wide with the required turnarounds.)**  
IFC D103.4  
IFC Table D103.4
3. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.  
IFC 503.2.3





November 8, 2018

Page 2

Chestnut Development

67.12 acre parcel E. of Chilson Rd. between Brighton Rd. & Bishop Lake Rd.

Site Plan Review

4. Provide details regarding fire flow requirements, and how they will be accomplished for the development. Fire flow requirements are outlined below.

**507.1 Required water supply.** An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

**507.2 Type of water supply.** A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. (Example: accessible pond, underground tank, well-driven hydrant capable of flowing 250 gallons per minute.)

**507.2.1 Private fire service mains.** Private fire service mains and appurtenances shall be installed in accordance with NFPA 24.

**507.2.2 Water tanks.** Water tanks for private fire protection shall be installed in accordance with NFPA 22.

**507.3 Fire flow.** Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method. **(A dry hydrant is being installed at the end of the shared driveway located on the east side of the property. The hydrant will provide access to the body of water on the east side of the property.)**

5. Provide documentation and schematics of the proposed dry hydrant. (Type, depth, location, pipe sizes and diameters, etc.)

6. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Derrick Bunge  
Lieutenant Fire Inspector

cc: Amy Ruthig-Genoa Twp.



## Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: [www.livingstonroads.org](http://www.livingstonroads.org)

January 10, 2019

Michael Bearman, P.E.  
Livingston Engineering  
3300 S. Old US 23  
Brighton, MI 48114

Re: Chestnut Springs Drive, Genoa Township, Section 3  
LCRC# P-18-11

Dear Mr. Bearman:

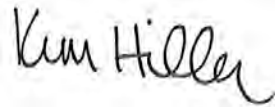
I have completed the review of the revised plans, dated January 7, 2019, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

Before a private road approach permit can be issued, the following items need to be addressed.

1. A contractor will need to be selected and the selected contractor must submit a current certificate containing the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties"
2. It will be noted on the approved plans and the permit that 10" of MDOT Class II sand will be required for the pavement cross section within the Chilson Road right-of-way. Please make sure the bidding documents contain this requirement.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Hiller, P.E.  
Utilities and Permits Engineer

Cc: File  
Kelly VanMarter, Charter Township of Genoa (via email)  
Ken Recker, Livingston County Drain Commissioner's office (via email)



## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://www.lchd.org)

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**PERSONAL/PREVENTIVE HEALTH SERVICES**

**P: (517) 546-9850**

**F: (517) 546-6995**

**ENVIRONMENTAL HEALTH SERVICES**

**P: (517) 546-9858**

**F: (517) 546-9853**

October 5, 2018

Strata Environmental Services, Inc.

Attn: Mr. Edward Everett

538 W. Ash Street

Mason, MI 48854

Re: Water Supply Evaluation Report dated October 2, 2018  
Chestnut Springs Proposed Development, Project # 278-1797  
Genoa Township, Section 33

Ed:

The above referenced Water Supply Evaluation report satisfies the general guidelines used by the Livingston County Health Department to evaluate drinking water sources for proposed residential land divisions.

If you have any questions or concerns, feel free to contact me.

Sincerely,

Matt Bolang, MSA, REHS  
Director of Environmental Health

cc: Aaron Aumock, LCHD  
Bill Rogers, Genoa Township Supervisor  
Steve Grono, Chestnut Development  
File

**Impact Assessment  
for  
Chestnut Springs  
Genoa Charter Township  
Livingston County, Michigan**

**Prepared By**

**Livingston Engineering  
3300 S. Old US-23  
Brighton, MI 48114  
(810) 225-7100  
November 20, 2018**

This impact assessment has been prepared in accordance with section 18.07 of the Genoa Charter Township Zoning Ordinance. This section states that developments of this nature shall include such a report for review as part of the site plan/re-zoning review and approval process. As such, this report has been prepared to provide the required information and project overview of the development, in accordance with current township requirements.

## **I. Party Responsible for preparation of Impact Statement**

This impact assessment has been prepared by Livingston Engineering, a professional services company offering civil engineering, land surveying, and site planning services throughout southeast Michigan. Livingston Engineering is licensed to provide engineering and surveying services in Michigan, and is also licensed in the states of Arizona, Colorado, New Mexico, Tennessee, and Utah.

## **II. Site Location**

The subject site contains approximately 74.8 Acres Total (parcels 4711-33-400-003 and 4711-34-300-005) with 67.12 acres being used for the Chestnut Springs development, located in the Southwest  $\frac{1}{4}$  of section 33 and the Southwest  $\frac{1}{4}$  of section 34 of Genoa Charter Township, Livingston County, Michigan. These parcels are located on the east side of Chilson Rd between Brighton Rd and Bishop Lake Rd. The parcels are bordered on East, West, and South by vacant parcels, and similar land use to the North and Southeast. State land owned by the DNR borders the property on the East, West, and South. The only developed residential area adjacent to the site is the Pine Lake Subdivision located on the very Southeast corner of the site. A location map and aerial photograph of the subject site is included in this report as Exhibit “A” and Exhibit “B” respectively.

Currently, the site is zoned LDR (Low Density Residential). The site is bordered on the East by LDR, to the West by PRF (Public

and Recreational Facilities), and to the North by MUPUD (Mixed Use PUD) .

The South property line of the subject parcel is the Genoa Charter Township border with Hamburg Township, and parcels to the south are DNR state land zoned PPRF (Public and Private Recreational Facilities) and RAA (Single Family Low Density Residential).

### **III. Impact on Natural Features**

Currently, the site is vacant and consists of an open field with a small pond, several scattered trees, and both regulated and unregulated wetlands. Wetland delineation maps have been included as Exhibit's "G" & "H". An MDEQ permit for the detention outlet and dry hydrant assembly has been obtained on 10/11/2018.

Soils on the site consist primarily of Boyer-Oshtemo loamy sands. Boyer-Oshtemo loamy sands is described as very deep, well drained soils. A soils map of the subject site is included as Exhibit "C".

As depicted in Exhibit "D", the site drains from North to South, and half of the site drains toward a draw through the Eastern wetland which ultimately outlets into the Huron river. The other half of the site drains into onsite wetlands along the West and South side of the property. Storm water runoff from the development will be collected by ditches and storm sewer and directed into an existing on-site wetland, with an outlet structure that outlets to the regulated wetland "E" to the south. An MDEQ permit has been obtained for the outlet to wetland "E".

Landscape treatments will be placed along the entrance, and canopy trees will be provided for individual lots. In general, the natural wetland features on site will be undisturbed and utilized as part of the natural aesthetic of the development.

#### **IV. Impact on Storm Water Management**

The proposed development will provide storm water quality and flood control treatment using an on-site existing wetland, located on the northwest corner of the site. The wetland detention is designed to meet the current standards of the Livingston County Drain Commissioner's Office and those of Genoa Charter Township. The wetland detention pond is designed to capture storm water runoff from the development. Water quality will be provided to storm runoff prior to release into the wetland detention area by utilizing a combination of sediment traps/pools, check dams, and vegetative buffers.

An outlet structure designed in accordance with the Livingston County Drain Commissioner's Office will be provided in the proposed wetland/detention area to control the release rate and provide an emergency overflow route for volume in exceedance of the 100-year storm volume.

Storm water runoff from the adjacent property located to the North of the subject site that currently drains to the existing wetland draw on the East side of the site will continue.

During construction, soil erosion and dust control measures will be implemented. Best management practices including silt fence, check dams, and inlet filter mechanisms will be utilized during this time. For dust control, soil watering to keep the site in a moisture optimum condition will be performed with a water truck on an as needed basis. Upon completion of mass grading and earthmoving operations, permanent restoration including topsoil, seed and mulch along with landscape installation will be performed.

A soil erosion and sedimentation control permit will be required prior to the start of any site grading or construction.

#### **V. Impact on Surrounding Land Uses**

As proposed, this development will be in conformance with the future land use map as part of the current township master plan.

Access to this site will be from Chilson Rd.

Noise levels are expected to be that of a typical single-family residential neighborhood, within township standards.

No Site lighting is proposed for this development.

**VI. Impact on Public Facilities and Services.**

The development proposes 25 single family residential lots. The developers target demographic for buyers will be retirement aged individuals looking to downsize their home and reduce yard maintenance. As such, the project is not expected to have undesirable effects on local schools or recreation facilities.

As this project is consistent with the future land use in the township's master plan for this area along Chilson Rd, it is not anticipated that this facility will adversely affect emergency services such as fire and police.

**VII Impact on Public Utilities**

Each lot will be serviced by an individual well and septic system.

Electric and gas service will be extended on-site via underground installation.

**VIII. Storage and Handling of Any Hazardous Materials**

There is no plan for storage or handling of any hazardous materials on this site.



## **IX. Impact on Traffic**

The entrance to the development will be from Chilson Road. Chilson Rd has an existing two-lane cross section; one eastbound lane, and one westbound lane. Using the ITE Trip Generation Manual, 7th ed., for Single-Family Detached Housing based on number of dwelling units (see Exhibit F & G), we calculated the following trips using the average rate for the A.M. and P.M. peak hours of traffic:

### A.M. peak hour:

$$\begin{aligned} 0.70 \times (25 \text{ units}) + 12.05 &= 29.55 \text{ trips} \times 74\% \text{ (exiting)} \\ &= 21.87 \text{ directional trips} \end{aligned}$$

### P.M. peak hour:

$$\begin{aligned} \ln(T) &= 0.89 \times \ln(25 \text{ units}) + 0.61 = 3.47 \\ e^{(3.47)} &= 32.29 \text{ trips} \times 64\% \text{ (entering)} \\ &= 20.67 \text{ directional trips} \end{aligned}$$

As calculated above, the fully developed conditions shown in this site plan will generate less than 22 directional trips in both the A.M. and P.M. peak hours of traffic. Therefore, a traffic impact assessment or traffic impact study is not required by the Township per the Township Zoning Ordinance.

The entrance location has been reviewed and approved by the Livingston County Road Commission (LCRC). A permit will be required by the LCRC prior to constructing the entrance.

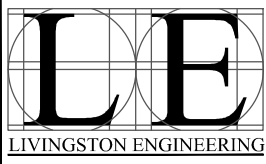
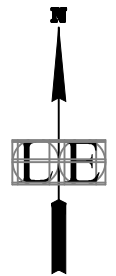
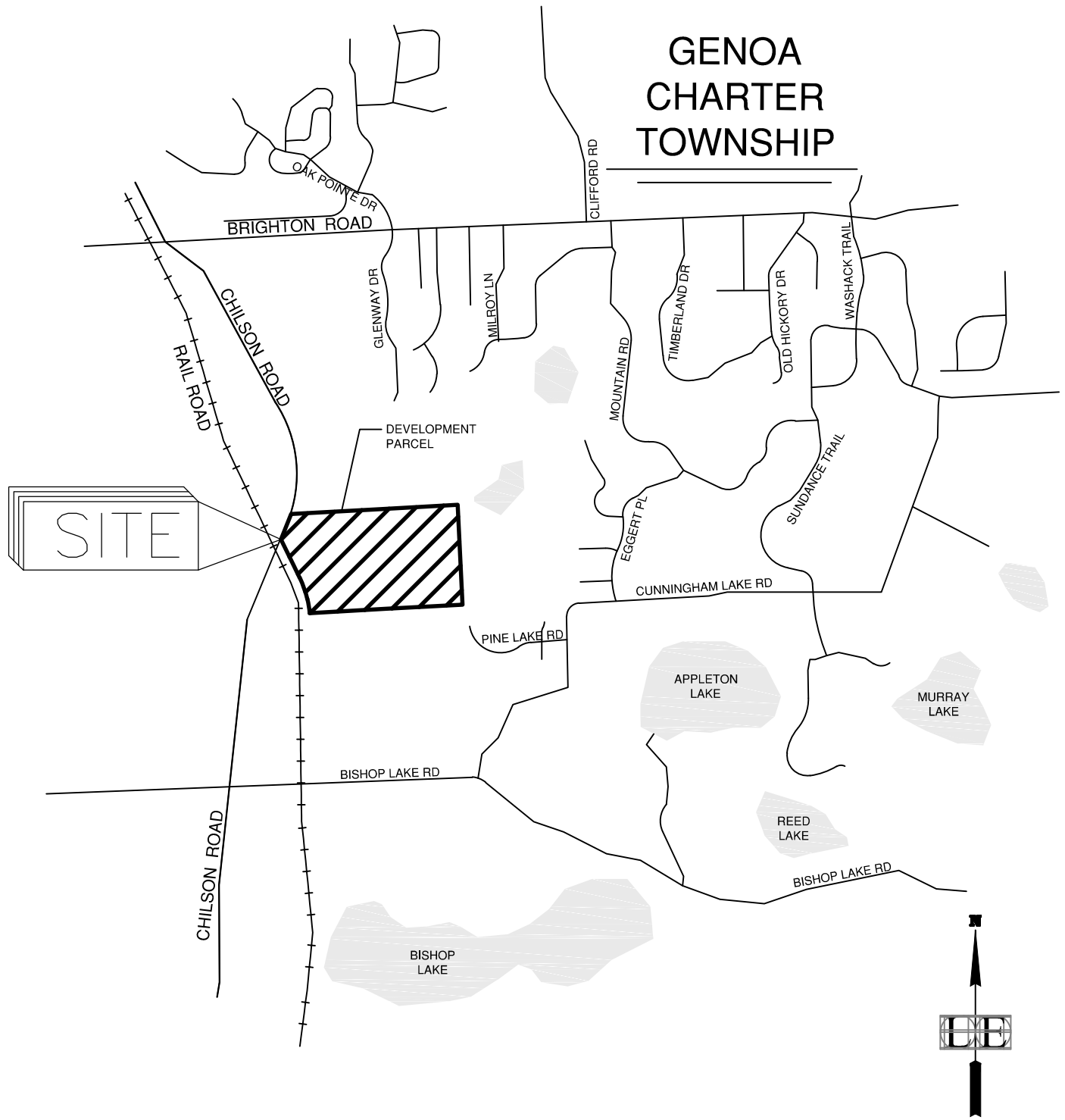
## **X. Historic and Cultural Resources**

No known historic and/or cultural resources exist on this site, and it is not believed that this development will have any impact on any historic and/or cultural resources.

## **XI. Special Provisions**

No special provisions are part of this project.

# EXHIBIT A LOCATION MAP



SCALE  
NOT TO SCALE

**DESCRIPTION**  
Impact Assessment  
Chestnut Springs  
Genoa Charter Township, Livingston County, MI

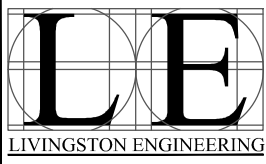
**DRAWN** MJB    **DATE** 11/20/2018    **SHEET No.** 1 of 8    **JOB No.** 11216-2

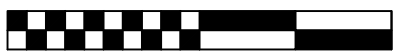
# EXHIBIT B

## AERIAL



FILE: C:\Users\User\Dropbox (Liveng)\Projects\2011\11216-2 Chestnut Genoa Chilson Rd\admin\DATA\Impact Assessment\11216-2\_Impact Assessment\_Exhibits.dwg



<b>SCALE</b>	0'                      2,000'                      4,000'	<b>DESCRIPTION</b> Impact Assessment Chestnut Springs Genoa Charter Township, Livingston County, MI
	 SCALE: 1"=2,000'	
<b>DRAWN</b> MJB	<b>DATE</b> 11/20/2018	<b>SHEET No.</b> 2 of 8
		<b>JOB No.</b> 11216-2



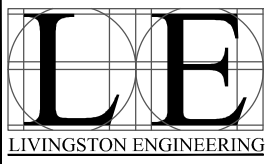
# EXHIBIT C


## SOIL MAP



*SITE*

FILE: C: \Users\User\Dropbox (Living)\Projects\2011\11216-2 Chestnut Genoa Chilson Rd\admin\DATA\Impact Assessment\11216-2\_Impact Assessment\_Exhibits.dwg



<b>SCALE</b>	0'                      400'                      800'	
		
	SCALE: 1"=400'	
<b>DRAWN</b> MJB	<b>DATE</b> 11/20/2018	<b>SHEET No.</b> 3 of 8 <b>JOB No.</b> 11216-2

<b>DESCRIPTION</b>
Impact Assessment
Chestnut Springs
Genoa Charter Township, Livingston County, MI

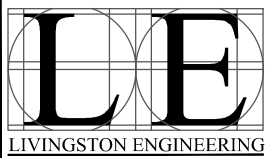



# EXHIBIT D

## EXISTING DRAINAGE



FILE: C: \Users\User\Dropbox (Liveng)\Projects\2011\11216-2 Chestnut Genoa Chilson Rd\admin\DATA\Impact Assessment\11216-2\_Impact Assessment\_Exhibits.dwg



<b>SCALE</b>	0'                      350'                      700'	<b>DESCRIPTION</b> Impact Assessment Chestnut Springs Genoa Charter Township, Livingston County, MI	
	 SCALE: 1" = 350'		
<b>DRAWN</b> MJB	<b>DATE</b> 11/20/2018		<b>SHEET No.</b> 4 of 8

# EXHIBIT E

## TRAFFIC AM

### Single-Family Detached Housing (210)

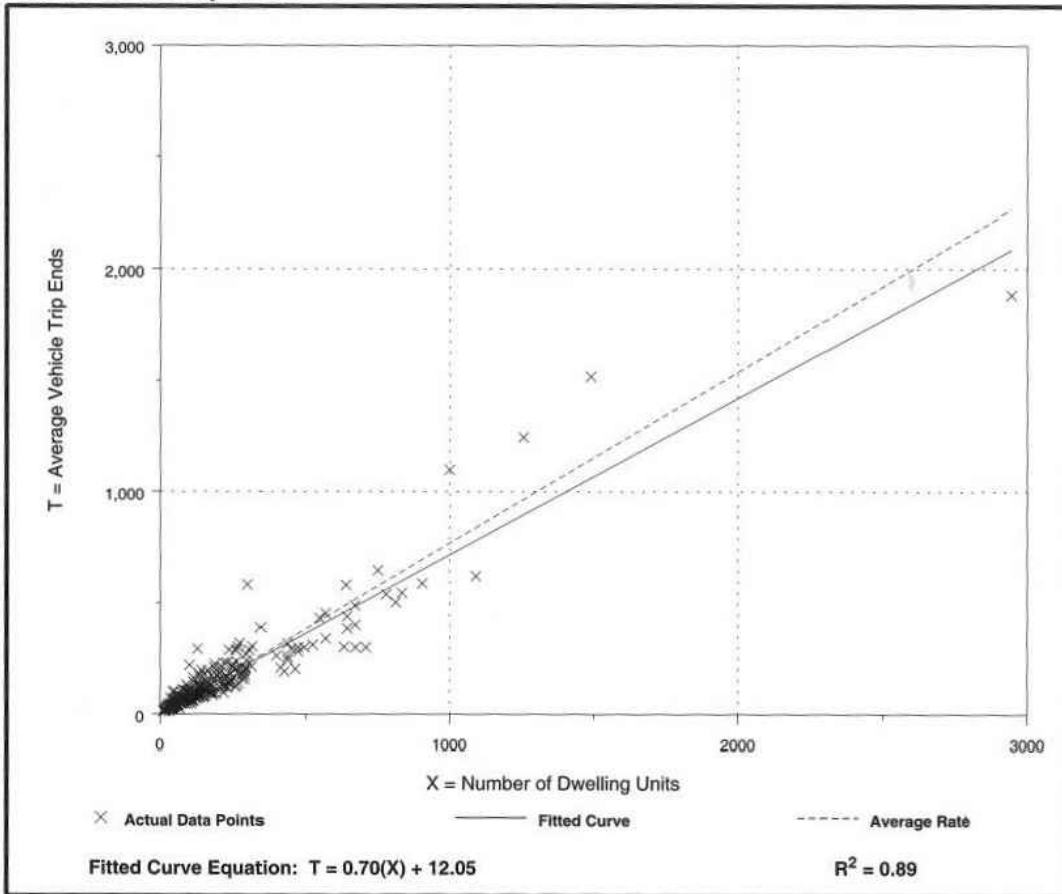
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday,  
A.M. Peak Hour of Generator

Number of Studies: 335  
Avg. Number of Dwelling Units: 183  
Directional Distribution: 26% entering, 74% exiting

#### Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.77	0.33 - 2.27	0.91

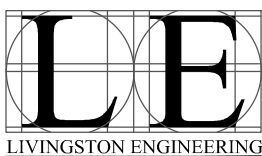
#### Data Plot and Equation



Trip Generation, 7th Edition

272

Institute of Transportation Engineers



SCALE  
NOT TO SCALE

#### DESCRIPTION

Impact Assessment

Chestnut Springs

Genoa Charter Township, Livingston County, MI

DRAWN MJB

DATE 11/20/2018

SHEET No. 5 of 8

JOB No. 11216-2

# EXHIBIT F

## TRAFFIC PM

### Single-Family Detached Housing (210)

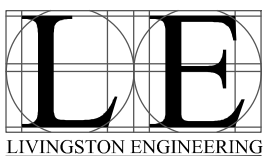
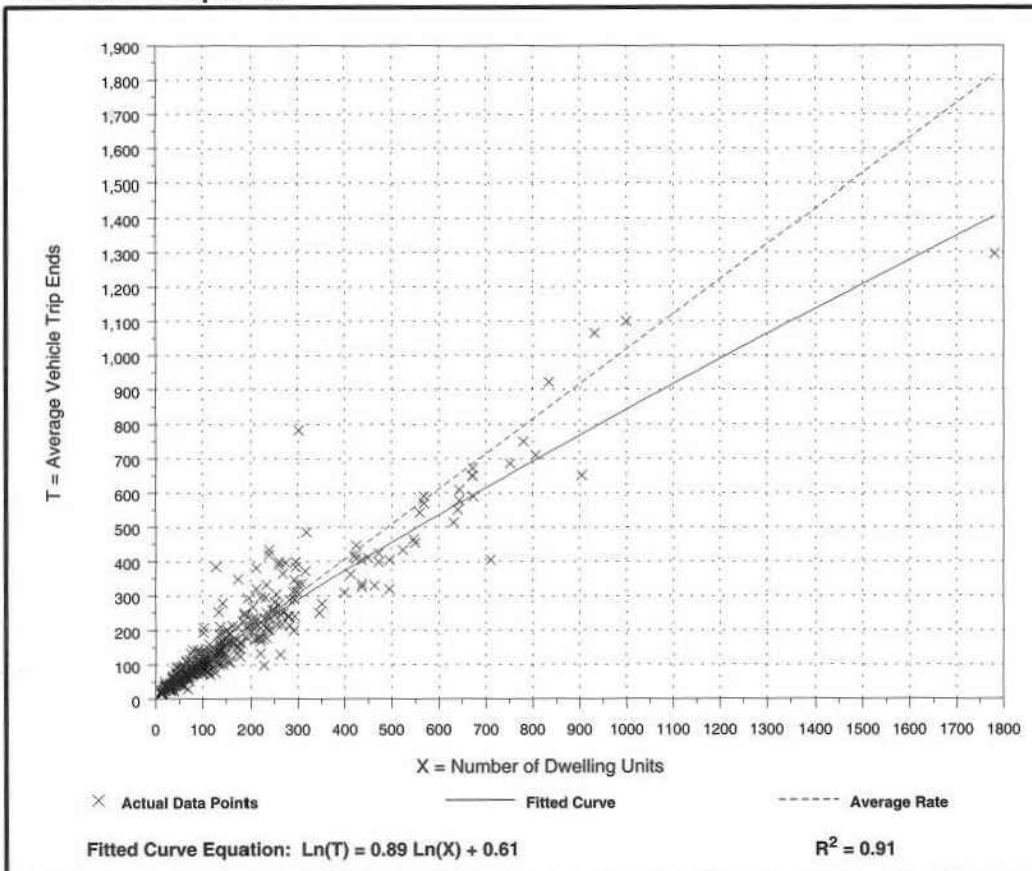
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday,  
P.M. Peak Hour of Generator

Number of Studies: 354  
Avg. Number of Dwelling Units: 176  
Directional Distribution: 64% entering, 36% exiting

#### Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.02	0.42 - 2.98	1.05

#### Data Plot and Equation



SCALE  
NOT TO SCALE

#### DESCRIPTION

Impact Assessment

Chestnut Springs

Genoa Charter Township, Livingston County, MI

DRAWN MJB

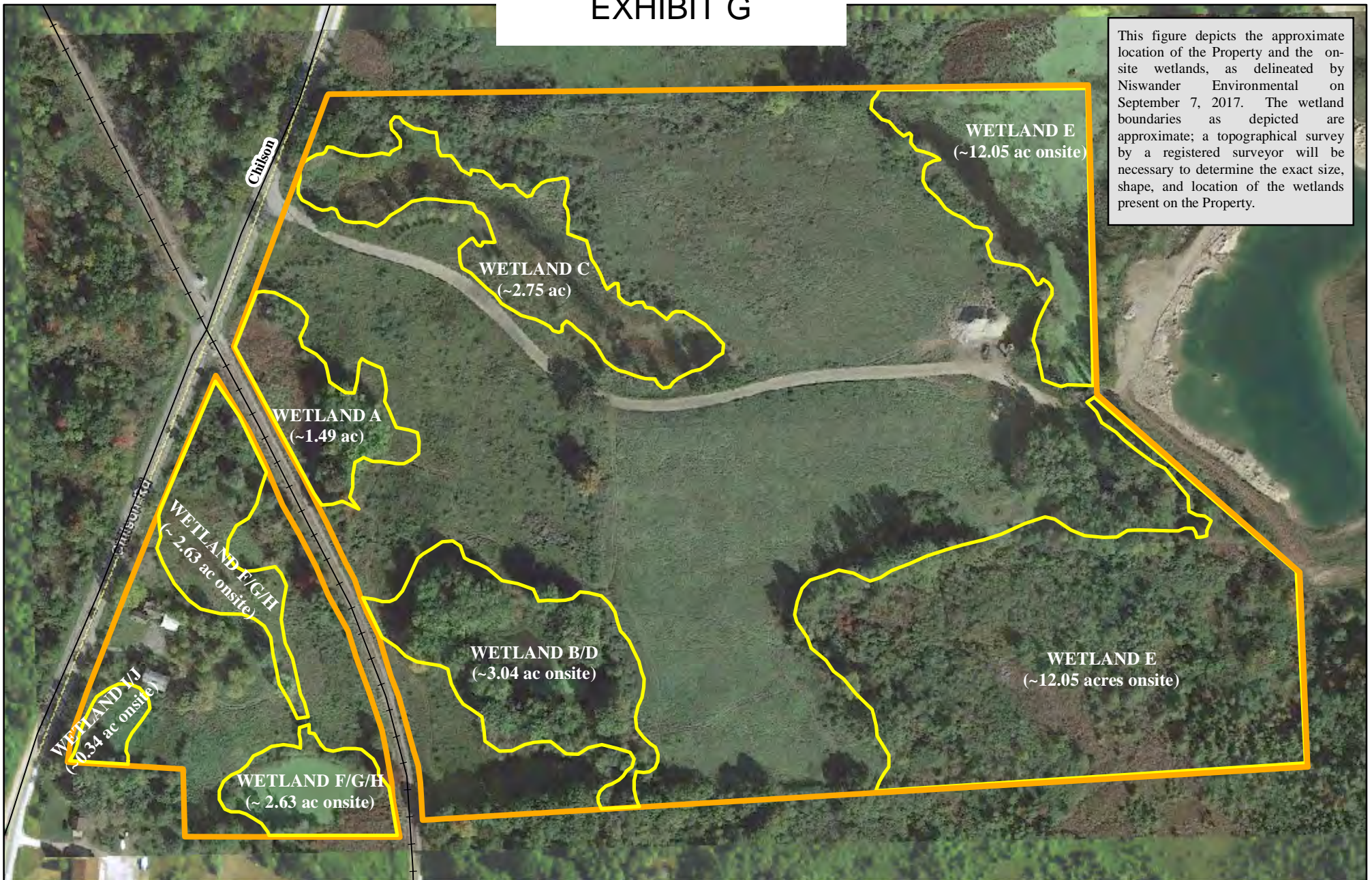
DATE 11/20/2018

SHEET No. 6 of 8

JOB No. 11216-2



# EXHIBIT G



**Figure 1. Overall Wetland Location Map**

NE 1505 Chestnut Hill Delineation  
Client: Chestnut Development  
Sections 33 & 34 of Genoa Township  
Livingston Co., MI (T02N,R05E)  
Delineation Date: September 7, 2017  
Map Created: September 8, 2017

0 125 250 500  
Feet

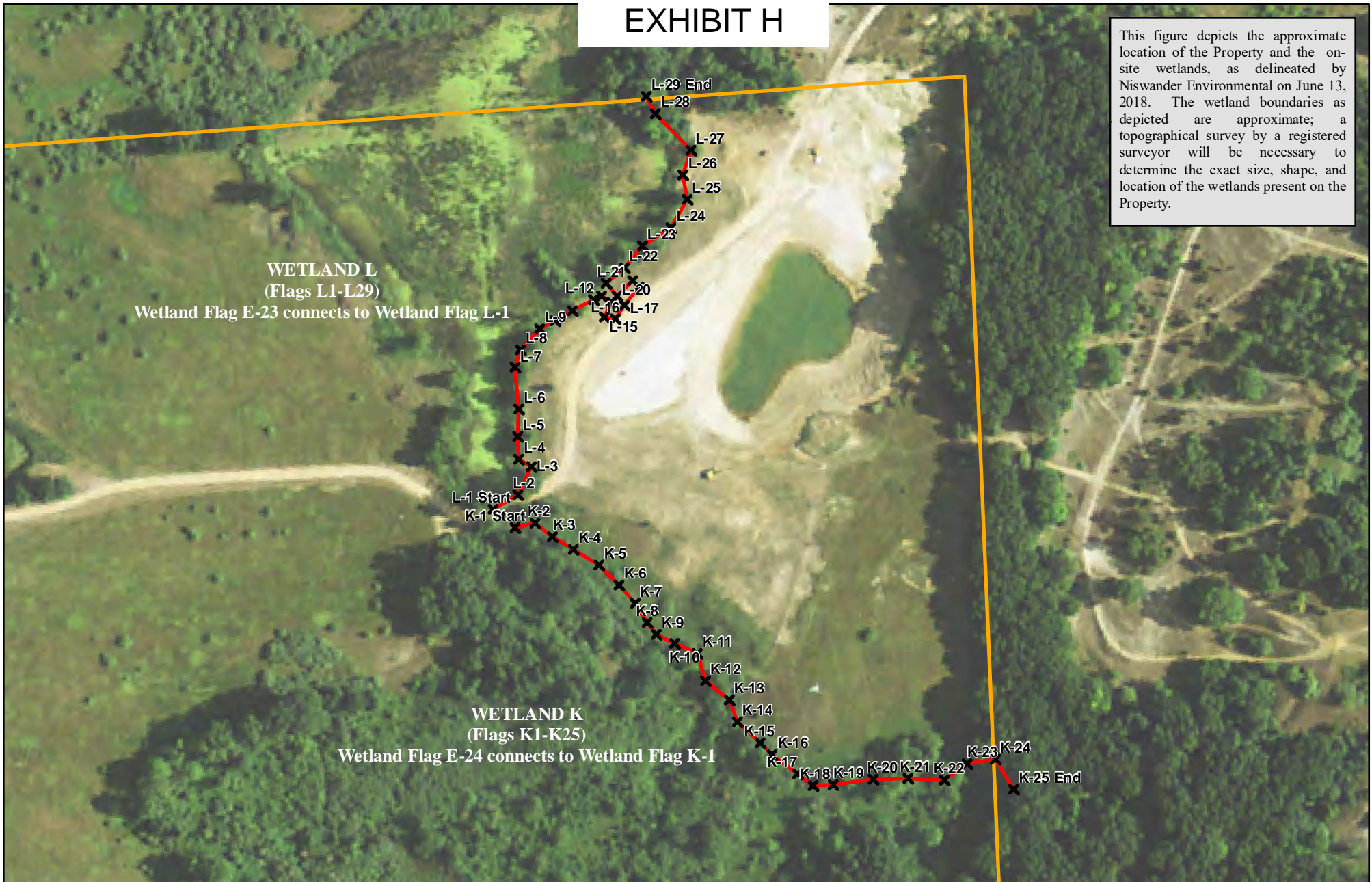


**NISWANDER**  
**ENVIRONMENTAL**

9436 Maltby Road, Brighton, MI 48116  
810.225.0539 office | 810.225.0653 fax  
81



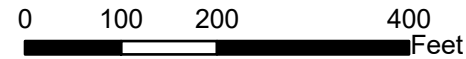
# EXHIBIT H



This figure depicts the approximate location of the Property and the on-site wetlands, as delineated by Niswander Environmental on June 13, 2018. The wetland boundaries as depicted are approximate; a topographical survey by a registered surveyor will be necessary to determine the exact size, shape, and location of the wetlands present on the Property.

**Figure 1. Wetlands L & K Flagging Location Map**

NE 1505 Chestnut Hill Delineation  
Client: Chestnut Development  
Sections 33 & 34 of Genoa Township  
Livingston Co., MI (T02N,R05E)  
Delineation Date: June 13, 2018  
Map Created: June 13, 2018



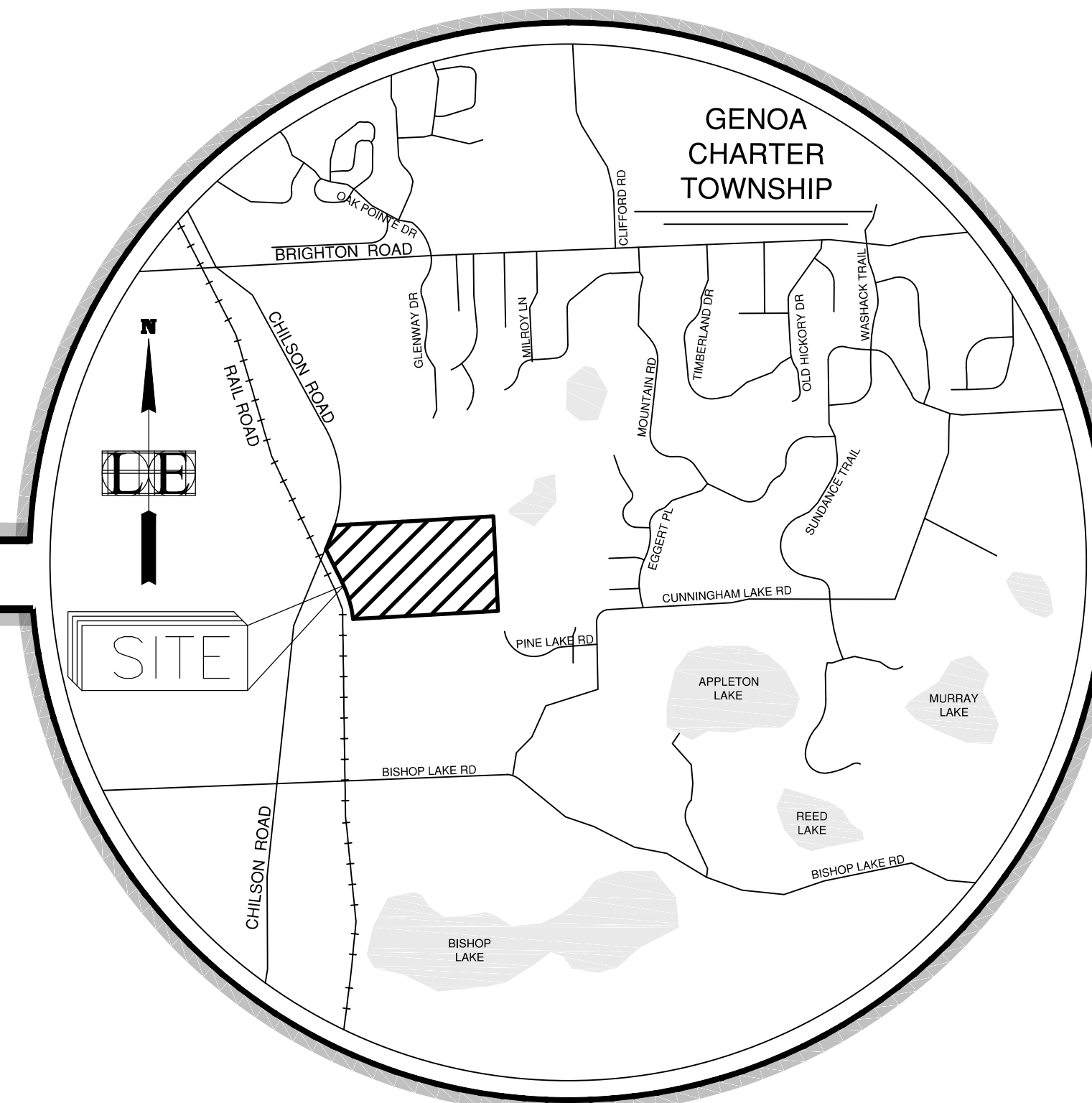
**NISWANDER**  
**ENVIRONMENTAL**

9436 Maltby Road, Brighton, MI 48116  
810.225.0539 office | 810.225.0653 fax  
82



# FINAL SITE PLAN FOR CHESTNUT SPRINGS CHILSON RD

## GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**LOCATION MAP**

NOT TO SCALE

### SITE DATA TABLE

	REQUIRED
LOT AREA	1 AC. (min)
LOT WIDTH	150 FT (min)
LOT COVERAGE	NA
FLOOR AREA (PER UNIT)	980 SF (min)
<b>BUILDING SETBACKS:</b>	
FRONT	50 FT (min)
SIDE	30 FT (min)
REAR	60 FT (min)
WETLAND	25 FT (min)

### LEGAL DESCRIPTION

Part of the Southeast ¼ of Section 33 and the Southwest ¼ of Section 34, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the Southeast Corner of said Section 33, also being the Southwest Corner of said Section 34; thence along the South line of said Section 33, being the Hamburg-Genoa Township line, S 86°51'02" W, 1005.29 feet (previously surveyed as S 87°12'20" W) Thence along the Easterly line of the Ann Arbor Railroad (66 foot wide), the following 4 courses on the arc of a curve left, 188.78 feet, said curve has a radius of 1233.00 feet, a central angle of 08°46'20" and a long chord which bears N 09°20'42" W, 188.59 feet (previously recorded as N 08°59'24" W); Thence along the arc of a curve left, 300.68 feet, said curve has a radius of 1504.99 feet, a central angle of 11°26'49" and a long chord which bears N 19°27'17" W, 300.18 feet (previously surveyed as N 19°05'59" W); Thence along the arc of a curve left, 184.66 feet, said curve has a radius of 9470.15 feet, a central angle of 01°07'02" and a long chord which bears N 25°44'13" W, 184.66 feet (previously surveyed as N 25°22'55" W); thence N 26°17'44" W 382.92 feet, (previously surveyed as N 25°56'26" W); thence along the centerline of centerline of Chilson Road (66 foot wide Right of Way), N 22°02'33" E, 363.80 feet (previously surveyed as N 22°23'51" E); thence along the North line of the South 1/2 of the Southeast ¼ of said Section 33, N 86°50'49" E, 1189.30 feet (previously surveyed as N 87°12'07" E); thence along the North line of the South 1/2 of the Southwest ¼ of said Section 34, N 86°41'47" E, 1028.59 feet (previously surveyed as N 87°03'05" E); thence along the East line of the West 30 acres of the Southwest ¼ of the Southwest ¼ of said Section 34, S 02°44'41" E, 1329.93 feet (previously surveyed as S 02°23'23" E); thence along the South line of said Section 34 and the Hamburg-Genoa Township line S 86°49'56" W, 1031.98 feet (previously surveyed as S 87°11'14" W to the Point of Beginning, Containing 67.12 acres, more or less and subject to the rights of the public over Chilson Road. Also subject to any other easements or restrictions of record.

### SHEET INDEX

- 1.0 COVER SHEET
- 2.0 EXISTING CONDITIONS
- 3.0 OVERALL LAYOUT
- 4.0 OVERALL GRADING PLAN
- 4.1 SPECIAL LAND USE, GRADING WITHIN 25 FT NATURAL FEATURES SETBACK
- 5.0 STORM WATER MANAGEMENT PLAN
- L1 LANDSCAPE PLAN & DETAILS

### GENERAL NOTES

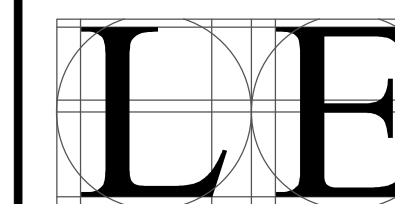
1. Property is zoned: LDR (Low Density Residential).
2. Contractor is responsible for protecting all existing and proposed utilities from damage during all stages of construction.
3. The engineer and applicable agency must approve, prior to construction, any alteration, or variance from these plans.
4. All signs shall meet the requirements of the Genoa Township Zoning Ordinance.
5. Underground dry utilities shall be extended from existing locations to service this site as required by utility companies.
6. Soils are majority Boyer-Oshtemaw loamy sands (U.S.D.A. "Soil Survey of Livingston Co.").
7. All construction shall be performed in accordance with the current standards and specifications of Genoa Township and Livingston County.
8. The contractor shall telephone Genoa Township 72 hours before beginning any construction.
9. Three working days prior to any excavation, the Contractor shall telephone MISS DIG (800-482-7171) for the location of underground utilities and shall also notify representatives of other utilities located in the vicinity of the work. It shall be the Contractor's responsibility to verify and/or obtain any information necessary regarding the presence of underground utilities which might affect this job.
10. On-site wetlands have been flagged as determined by Niswander Environmental on September 7, 2017.
11. Site plan use: Residential
12. Site storm drainage will be detained on site prior to being released to wetland.
13. Property to be serviced by individual well and septic.
14. Roadway within this development shall be private.

### OWNER / DEVELOPER



**CHESTNUT DEVELOPMENT, LLC**  
6253 GRAND RIVER AVE. SUITE 700  
BRIGHTON, MI 48114  
PHONE: 810.599.3984  
EMAIL: OFFICE@CHESTNUTDEV.COM

### ENGINEER



**LIVINGSTON ENGINEERING**  
CIVIL ENGINEERING SURVEYING PLANNING  
3300 S. OLD U.S. 23, BRIGHTON, MI 48114  
www.livingstoneng.com PHONE: (810) 225-7100 FAX: (810) 225-7699

**CHESTNUT SPRINGS  
GENOA CHARTER TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN  
FINAL SITE PLAN**

ENGINEER'S SEAL

REVISIONS	DATE	PROJECT No.
PER LCHD	8/29/18	11216-2
TOWNSHIP SUBMITTAL	9/7/18	SHEET 1 OF 7
PER MDEQ COMMENTS	9/17/18	DATE: SEPTEMBER 9, 2018
PER LCHD COMMENTS	10/8/18	
PER TMP REVIEW COMMENTS	11/20/18	
PER TMP REVIEW COMMENTS	10/25/18	
PER LCHD COMMENTS	10/22/18	

### PERMITS & APPROVALS

AGENCY	REQUIRED	STATUS
GENOA TOWNSHIP	APPROVAL	
GENOA TOWNSHIP FIRE DEPARTMENT	APPROVAL	
LIVINGSTON COUNTY DRAIN COMMISSIONER	S.E.S.C. PERMIT	
LIVINGSTON COUNTY ROAD COMMISSION	APPROACH PERMIT	APPROVED 5/29/2018
LIVINGSTON COUNTY ROAD COMMISSION	SITE DISTANCE APPROVAL	PRELIMINARY APPROVAL 11/1/2018
LIVINGSTON COUNTY HEALTH DEPARTMENT	WELL & SEPTIC PERMITS	APPROVED 10/11/2018
MDEQ	WETLAND IMPACT PERMITS	

### UTILITY DISCLAIMER



Know what's below.  
Call before you dig.

Utilities as shown indicate approximate location of facilities only, as described by the various companies and no guarantee is given either as to the completeness or accuracy thereof. Contractor shall call MISS DIG at 811 or 1-800-482-7171 prior to the start of construction. Electric, gas, phone and television companies should be contacted prior to the commencement of field activities.



# EXISTING CONDITIONS

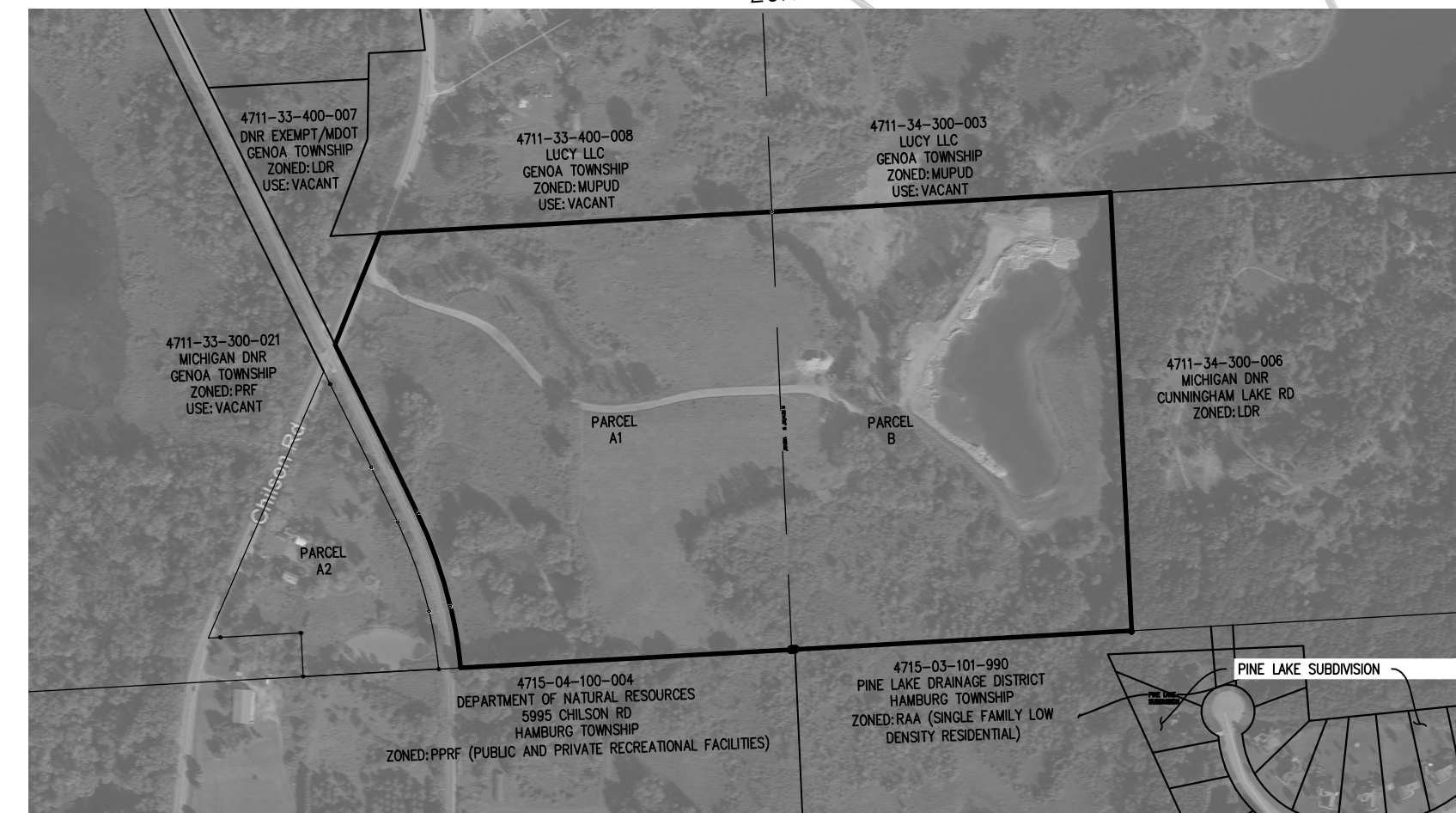
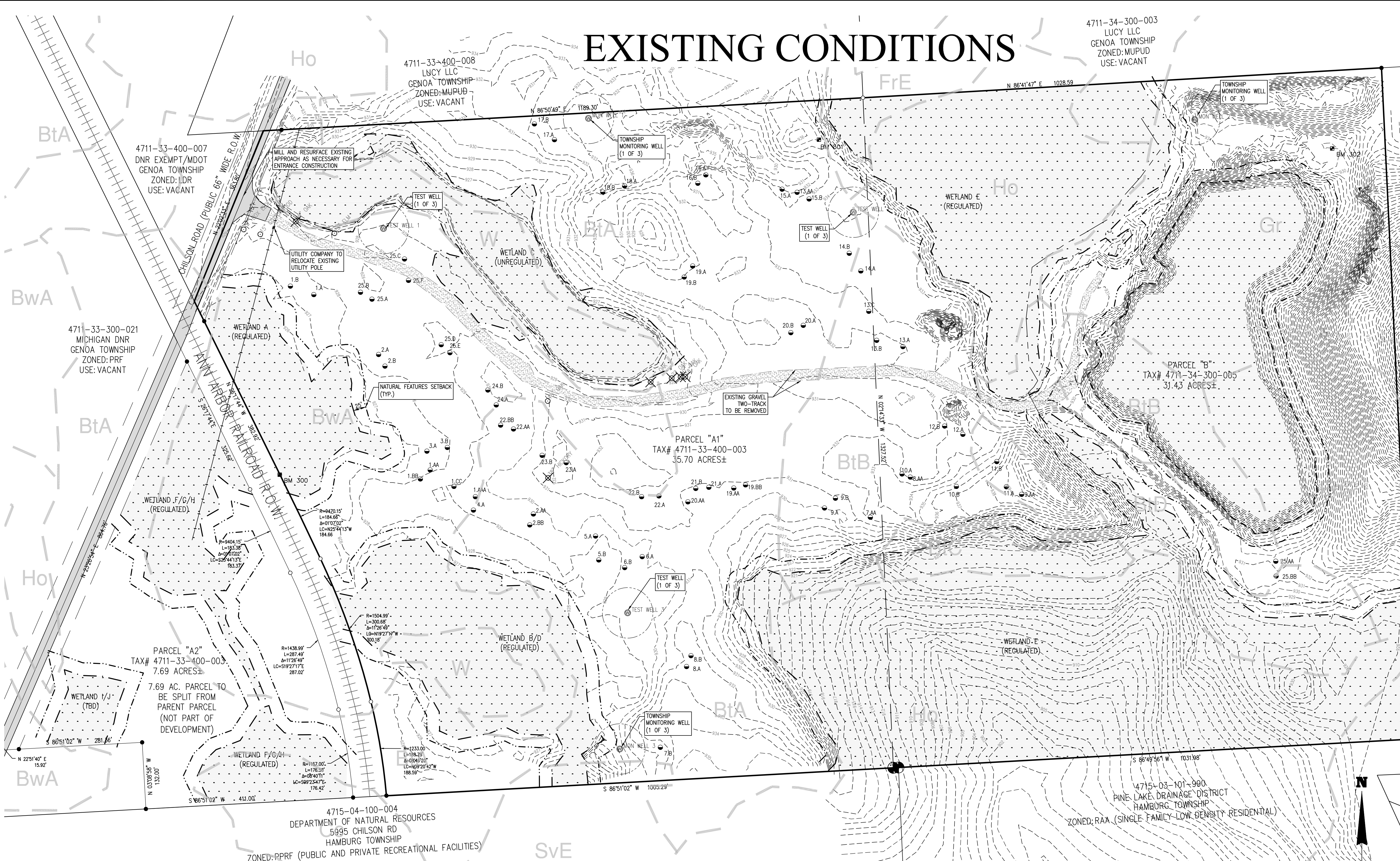
4711-34-300-003  
LUCY LLC  
GENOA TOWNSHIP  
ZONED: MUPUD  
USE: VACANT

4711-33-400-008  
LUCY LLC  
GENOA TOWNSHIP  
ZONED: MUPUD  
USE: VACANT

4711-33-400-007  
DNR EXEMPT/MDOT  
GENOA TOWNSHIP  
ZONED: LDR  
USE: VACANT

4711-33-300-021  
MICHIGAN DNR  
GENOA TOWNSHIP  
ZONED: PRF  
USE: VACANT

LEGEND	
WATER MAIN	
SANITARY SEWER	
STORM SEWER	
OVERHEAD	
FENCE	
GAS	
SIGN	
LIGHT POLE	
UTILITY POLE	
BOLLARD	
PEDESTAL	
GATE VALVE IN BOX	
GATE VALVE IN WELL	
DOMESTIC WATER WELL	
EXISTING TELEPHONE FLAG	
EXISTING TELEPHONE RISER	
EXISTING GAS MARKER	
EXISTING GAS FLAG	
SECTION CORNER MONUMENT	
FOUND IRON ROD	
SET IRON ROD	
PERC TEST LOCATION	
ASPHALT	
WETLAND AREA	
WETLAND BOUNDARY	
NATURAL FEATURES SETBACK	
REMOVALS	
TREE TO BE REMOVED	
SOIL TYPE BOUNDARY	
SOIL TYPE	



**SITE AERIAL**  
SCALE: 1" = 500'

### N.R.C.S. SOIL SURVEY - CLASSIFICATIONS

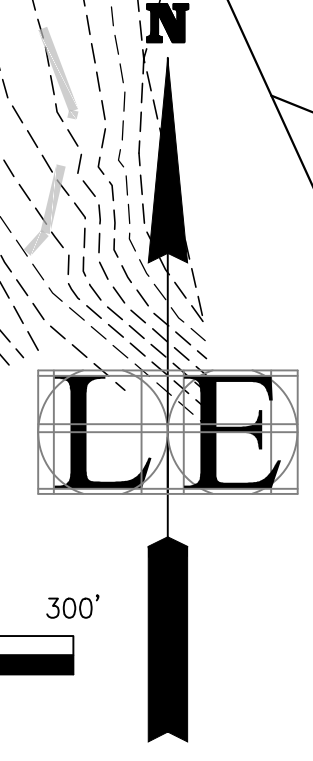
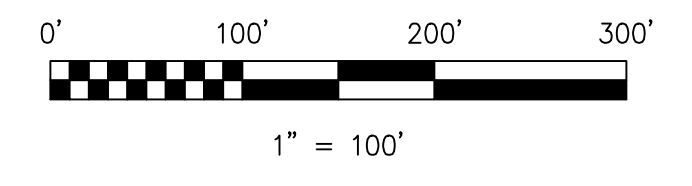
BtA	Boyer-Oshtemo loamy sands, 0 to 2 percent slopes
BtB	Boyer-Oshtemo loamy sands, 2 to 6 percent slopes
BtC	Boyer-Oshtemo loamy sands, 6 to 12 percent slopes
BtD	Boyer-Oshtemo loamy sands, 12 to 18 percent slopes
BwA	Bronson loamy sand, 0 to 2 percent slopes
Cc	Carlisle muck, 0 to 2 percent slopes
FrE	Fox-Boyer complex, 6 to 12 percent slopes
Ho	Fox-Boyer complex, 18 to 25 percent slopes
Gr	Gravel pits
SvE	Houghton muck, 0 to 1 percent slopes
W	Spinks-Oakville loamy sands, 18 to 25 percent slopes

### GENERAL NOTES:

- ALL UTILITY COMPANIES SHALL BE CONTACTED PRIOR TO CONSTRUCTION AND ALL UTILITIES LOCATED. ANY DISCREPANCIES OR CONFLICTS SHALL BE REPORTED TO ENGINEER FOR RESOLUTION PRIOR TO COMMENCING CONSTRUCTION.
- ALL REMOVAL MATERIALS, INCLUDING TREES AND STUMPS, SHALL BE PROPERLY DISPOSED OF AT AN OFF-SITE LOCATION.
- DEVELOPMENT AREA IS COMPRISED OF PARCEL A1 AND PARCEL B (67.13 ACRES). PARCEL A1 IS BEING SPLIT FROM THE PARENT PARCEL AS PART OF THE DEVELOPMENT.

### BENCHMARKS

<b>BENCHMARK #300</b> FOUND IRON: ±368 FT SE OF CHILSON RD ALONG THE RAILROAD ROW N:370142.95' E:13261141.39' ELEVATION= 924.70 NAVD88 DATUM	<b>BENCHMARK #301</b> SET IRON: ±78' SOUTH OF NORTH PROPERTY LINE & ±91' WEST OF THE EAST LINE OF SECTION 33 N:370805.98' E:13262209.08' ELEVATION= 931.33 NAVD88 DATUM	<b>BENCHMARK #302</b> SET IRON: ±154' SOUTH OF NORTH PROPERTY LINE & ±105' WEST OF THE EAST PROPERTY LINE N:370788.47' E:13263225.57' ELEVATION= 930.43 NAVD88 DATUM
--	---	--



DATE	REVISIONS
11/20/2016	PER TWP REVIEW COMMENTS
10/25/2016	PER DNR REVIEW COMMENTS
8/29/2018	PER LCHD
9/7/2018	TOWNSHIP SUBMITTAL
9/7/2018	PER MICRO COMMENTS
10/6/2018	PER LCHD COMMENTS
10/22/2018	PER LCHD COMMENTS

Drawn: MJB	Checked:	Approved:	Date: 8/29/2018
Job No. 11216-2	Scale:	Vertical: 1" = 100'	Horizontal: 1" = 100'



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**LIVINGSTON ENGINEERING**  
CIVIL ENGINEERING SURVEYING PLANNING  
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PHONE: (810) 225-7100 FAX: (810) 225-7699  
www.livingstoneng.com

Client  
**CHESTNUT DEVELOPMENT, LLC**  
688 GRAND PRAIRIE AVE SUITE 700  
BRIGHTON, MI 48114  
810.588.3884

**CHESTNUT SPRINGS**  
CHILSON RD, GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
FINAL SITE PLAN  
EXISTING CONDITIONS





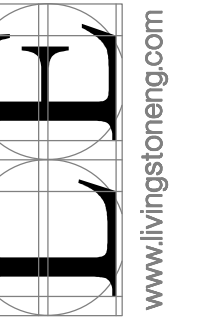
Know what's below.  
Call before you dig.

# OVERALL LAYOUT

## LEGEND

EXISTING		PROPOSED	
CONTOUR		CONTOUR	
WATER MAIN		WATER MAIN	
SANITARY SEWER		SANITARY SEWER	
STORM SEWER		STORM SEWER	
SIGN		ASPHALT	
TREE			
ASPHALT			

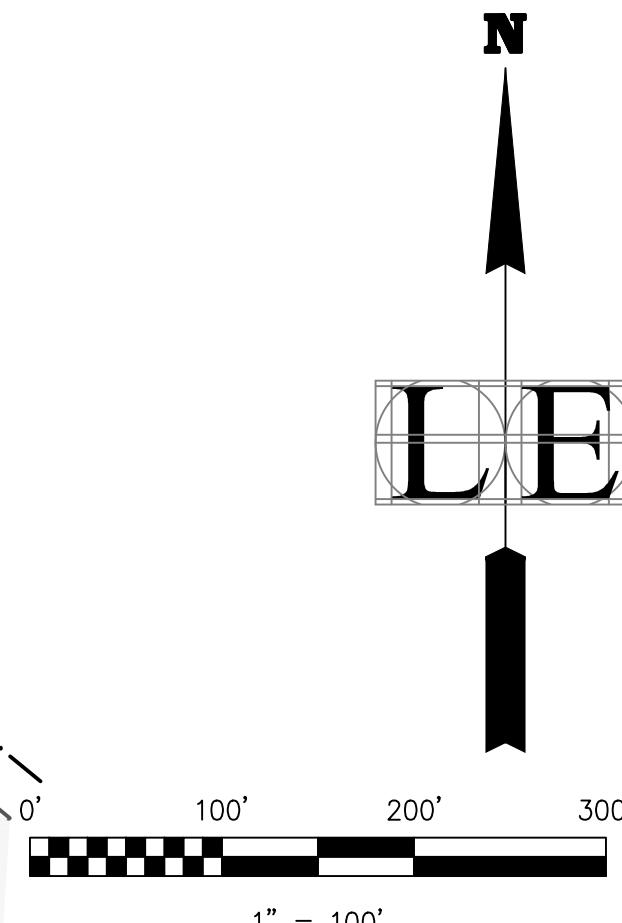
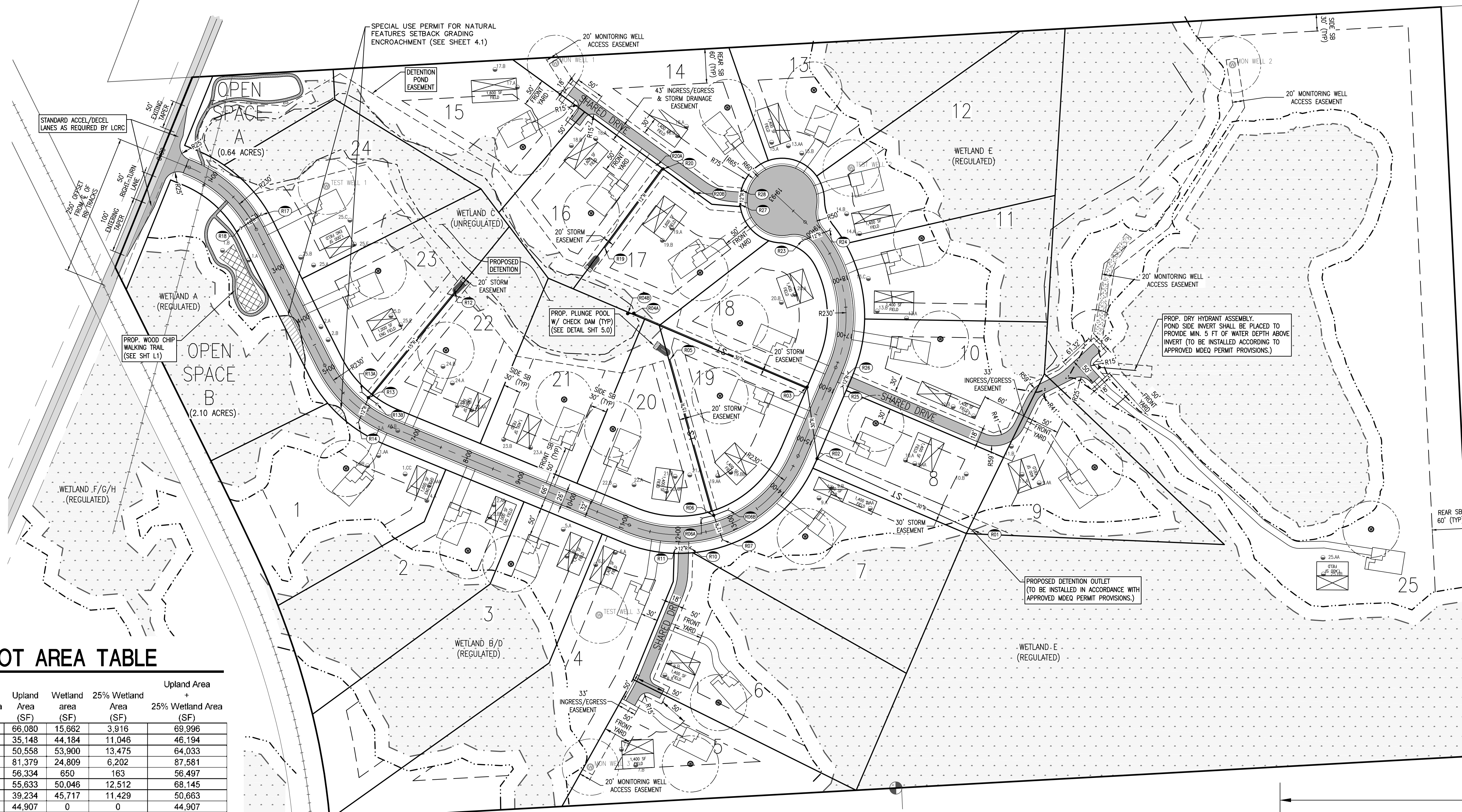
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CHESTNUT SPRINGS  
CHILSON RD. GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
FINAL SITE PLAN  
OVERALL LAYOUT

**GENERAL NOTES:**  
1. HOUSES ON LOTS 7, 12, AND 13 UTILIZE A SMALLER HOUSE FOOTPRINT TO PREVENT GRADING ENCROACHMENT INTO THE 25 FT NATURAL FEATURES SETBACK.

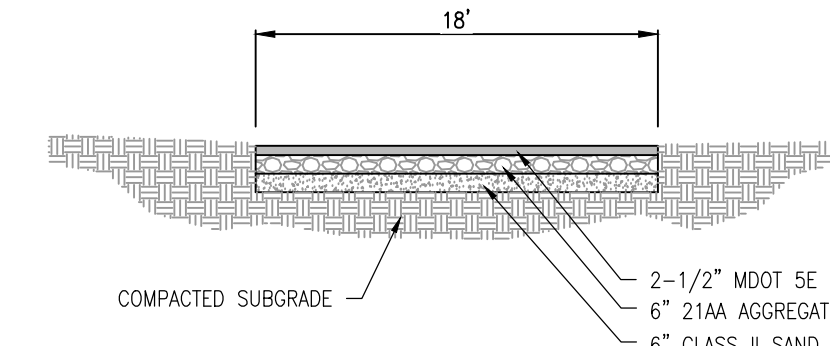


## LOT AREA TABLE

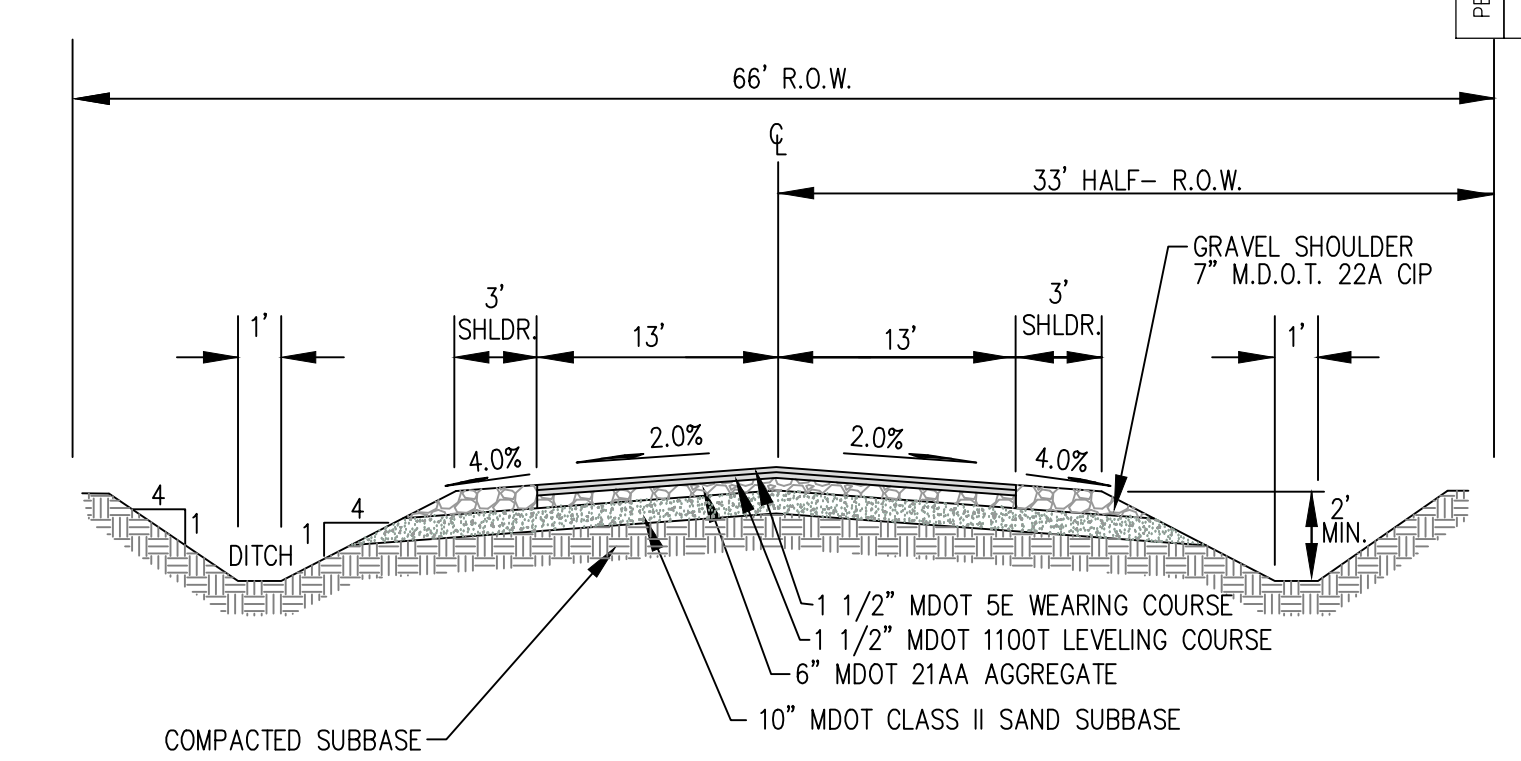
Lot #	Total Area (SF)	Upland Area			
		Upland Area (SF)	Wetland area (SF)	25% Wetland Area (SF)	25% Wetland Area + 25% Wetland Area (SF)
1	81,742	66,080	15,662	3,916	69,996
2	79,332	35,148	44,184	11,046	46,194
3	104,458	50,558	53,900	13,475	64,033
4	106,188	81,379	24,809	6,202	87,581
5	56,984	56,334	650	163	56,497
6	105,679	55,633	50,046	12,512	68,145
7	84,951	39,234	45,717	11,429	50,663
8	44,907	44,907	0	0	44,907
9	66,174	53,749	12,425	3,106	56,855
10	61,026	53,489	7,537	1,884	55,373
11	61,851	37,468	24,383	6,096	43,564
12	97,154	28,511	68,643	17,161	45,672
13	67,830	37,418	30,412	7,603	45,021
14	66,762	66,762	0	0	66,762
15	65,871	55,490	10,381	2,595	58,085
16	46,444	43,491	2,953	738	44,229
17	48,547	44,692	3,855	964	45,656
18	44,498	44,498	0	0	44,498
19	44,028	44,012	16	4	44,016
20	45,046	43,825	1,221	305	44,130
21	58,608	38,706	19,902	4,976	43,682
22	55,330	39,690	15,640	3,910	43,600
23	59,966	38,180	21,786	5,447	43,627
24	71,063	34,397	36,666	9,167	43,564
25	1,025,300	378,546	646,754	161,689	540,235
OS A	27,379	21,557	5,822	1,486	23,013
OS B	92,422	33,722	58,700	14,675	48,397

## SITE DATA TABLE

LOT AREA	REQUIRED	1 AC. (min)
LOT WIDTH	REQUIRED	150 FT (min)
LOT COVERAGE	REQUIRED	NA
FLOOR AREA (PER UNIT)	REQUIRED	980 SF (min)
BUILDING SETBACKS:	REQUIRED	
FRONT	REQUIRED	50 FT (min)
SIDE	REQUIRED	30 FT (min)
REAR	REQUIRED	60 FT (min)
NATURAL FEATURE	REQUIRED	25 FT (min)



SHARED DRIVE CROSS SECTION  
NOT TO SCALE



ROAD CROSS SECTION  
NOT TO SCALE

FILE:C:\Users\User\Dropbox (Living)\Projects\2011\1216-2 Chestnut Genoa\Drawings\Final Site Plan\1216-2\_03\_Overall Layout.dwg

DATE	REVISIONS	PER TWP REVIEW COMMENTS	PER LCHD COMMENTS
11/20/2016			
10/25/2018			
8/29/2018	PER LCHD		
9/7/2018	TOWNSHIP SUBMITTAL		
9/7/2018	PER MDO COMMENTS		
10/6/2018	PER LCHD COMMENTS		
10/22/2018	PER LCHD COMMENTS		

Drawn: MJB  
Checked:  
Approved:  
Date: 8/29/2018

Job no. 1216-2  
Scale:  
Vertical: 1" = 10'  
Horizontal:



# OVERALL GRADING PLAN

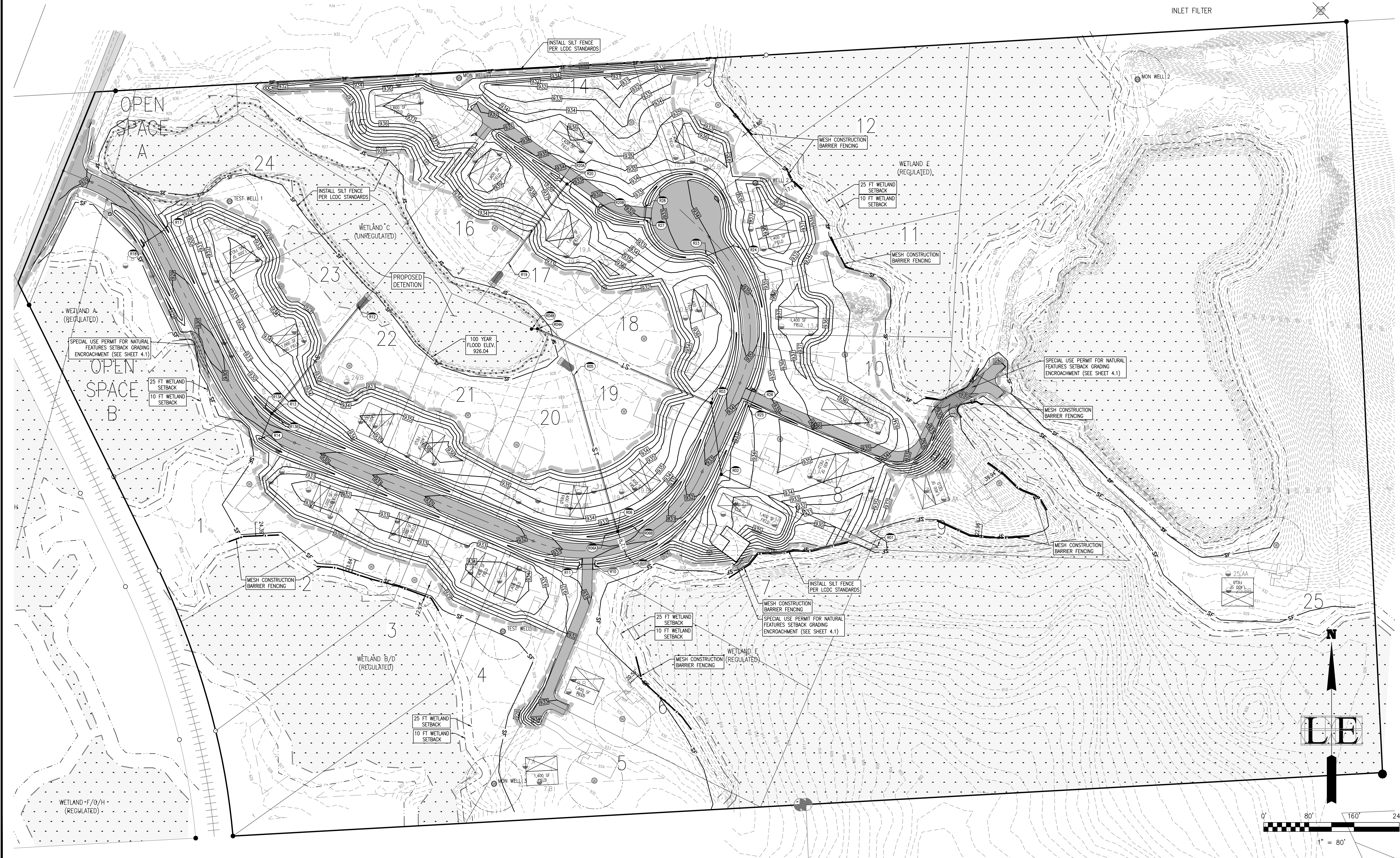


## LEGEND

- PR. SPOT GRADE
- PR. CONTOUR
- DRAINAGE ARROW
- PR. SILT FENCE
- MESH CONSTRUCTION BARRIER FENCING
- LIMITS OF GRADING
- INLET FILTER

## GENERAL NOTES:

1. MESH CONSTRUCTION FENCING TO BE INSTALLED IN AREAS AS INDICATED ON THE PLANS TO PREVENT GRADING WITHIN NATURAL FEATURES SETBACK AREAS.
2. ANY GRADING THAT IS REQUIRED FOR HOME CONSTRUCTION WITHIN THE 25 FT NATURAL FEATURES SETBACK THAT IS NOT A PART OF THIS PLAN WILL NEED AN ADDITIONAL SPECIAL LAND USE PERMIT.



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**CHESTNUT SPRINGS**  
CHILSON RD. GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
FINAL SITE PLAN  
OVERALL GRADING PLAN

DATE	REVISIONS	PER TWP REVIEW COMMENTS	PER LCHD REVIEW COMMENTS
11/20/2016			
10/25/2018			
8/29/2018	TOWNSHIP SUBMITTAL		
9/17/2018	PER MICRO COMMENTS		
10/6/2018	PER LCHD COMMENTS		
10/22/2018	PER LCHD COMMENTS		

Job No. **11216-2**

Scale:

Vertical: **T = 80'**

Horizontal:

Drawn: MJB

Checked:

Approved:

Date: 8/29/2018

11/20/2016

10/25/2018

8/29/2018

9/17/2018

10/6/2018

10/22/2018

PER TWP REVIEW COMMENTS

PER LCHD REVIEW COMMENTS

PER MICRO COMMENTS

PER LCHD COMMENTS

PER LCHD COMMENTS

1" = 80'

0' 80' 160' 240'

40

FILE:C:\Users\User\Dropbox (Living)\Projects\2011\11216-2\_Chestnut\_Springs\Final\_Site\_Plan\11216-2\_04\_Overall\_Grading\_Plan.dwg

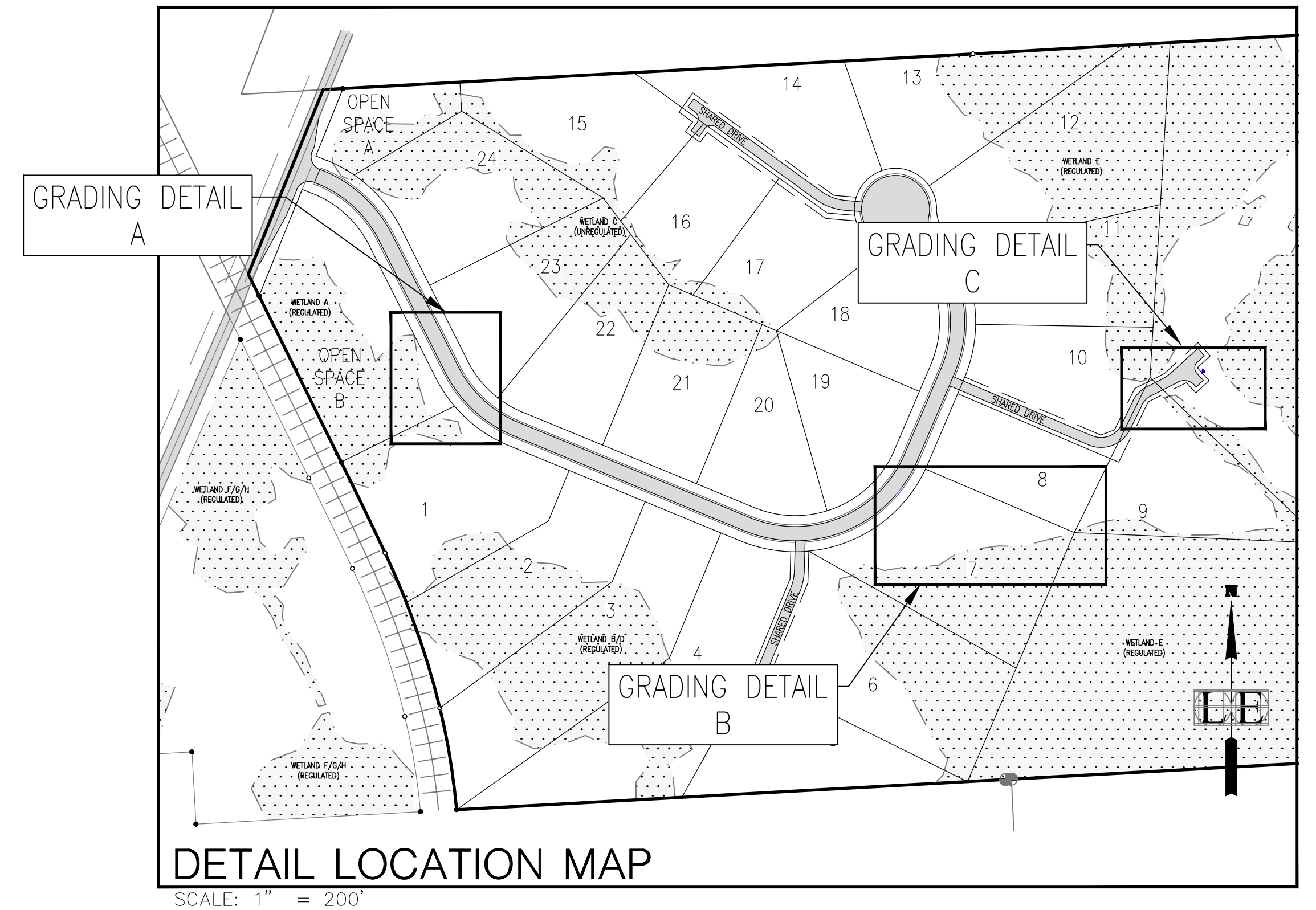
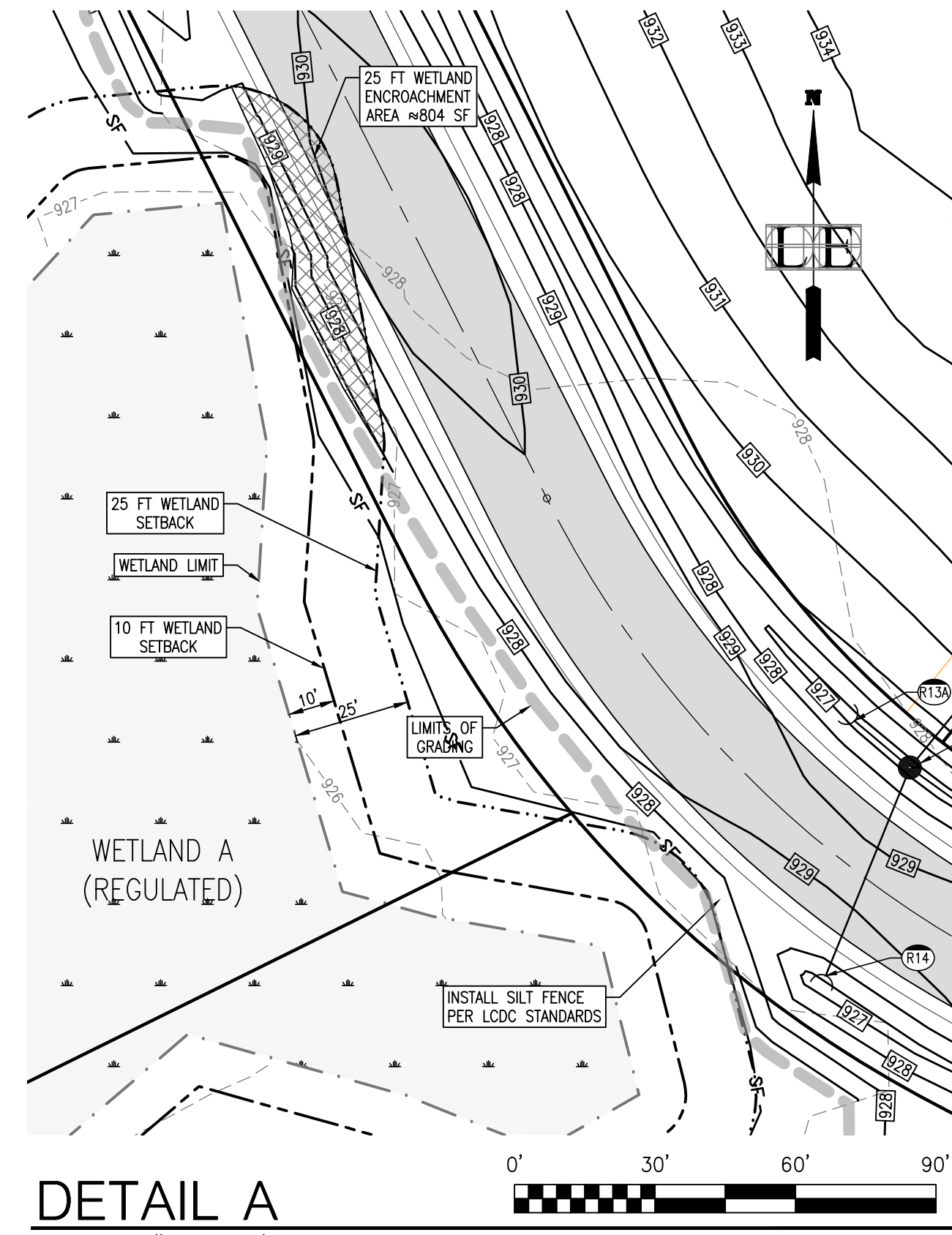
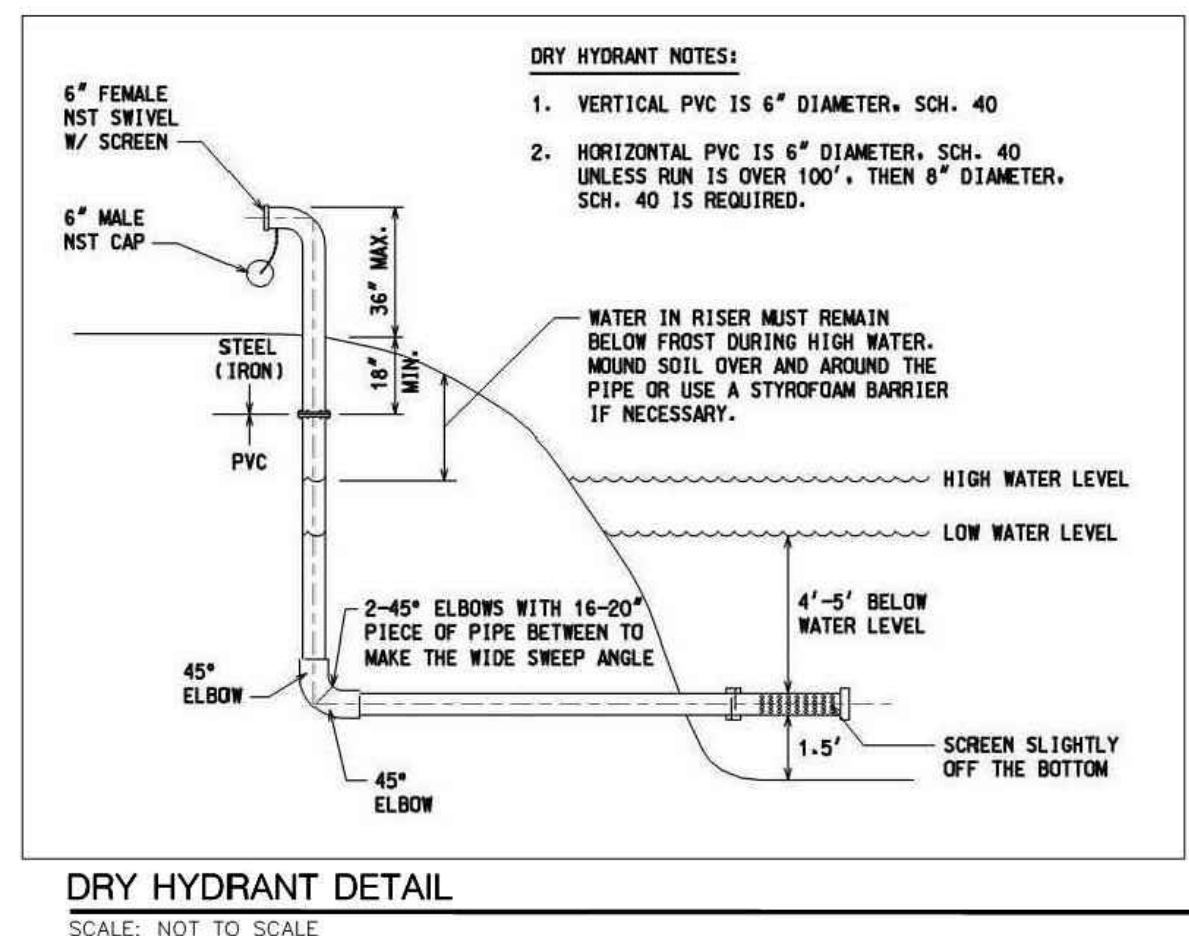


# SPECIAL LAND USE: GRADING WITHIN 25 FT NATURAL FEATURES SETBACK

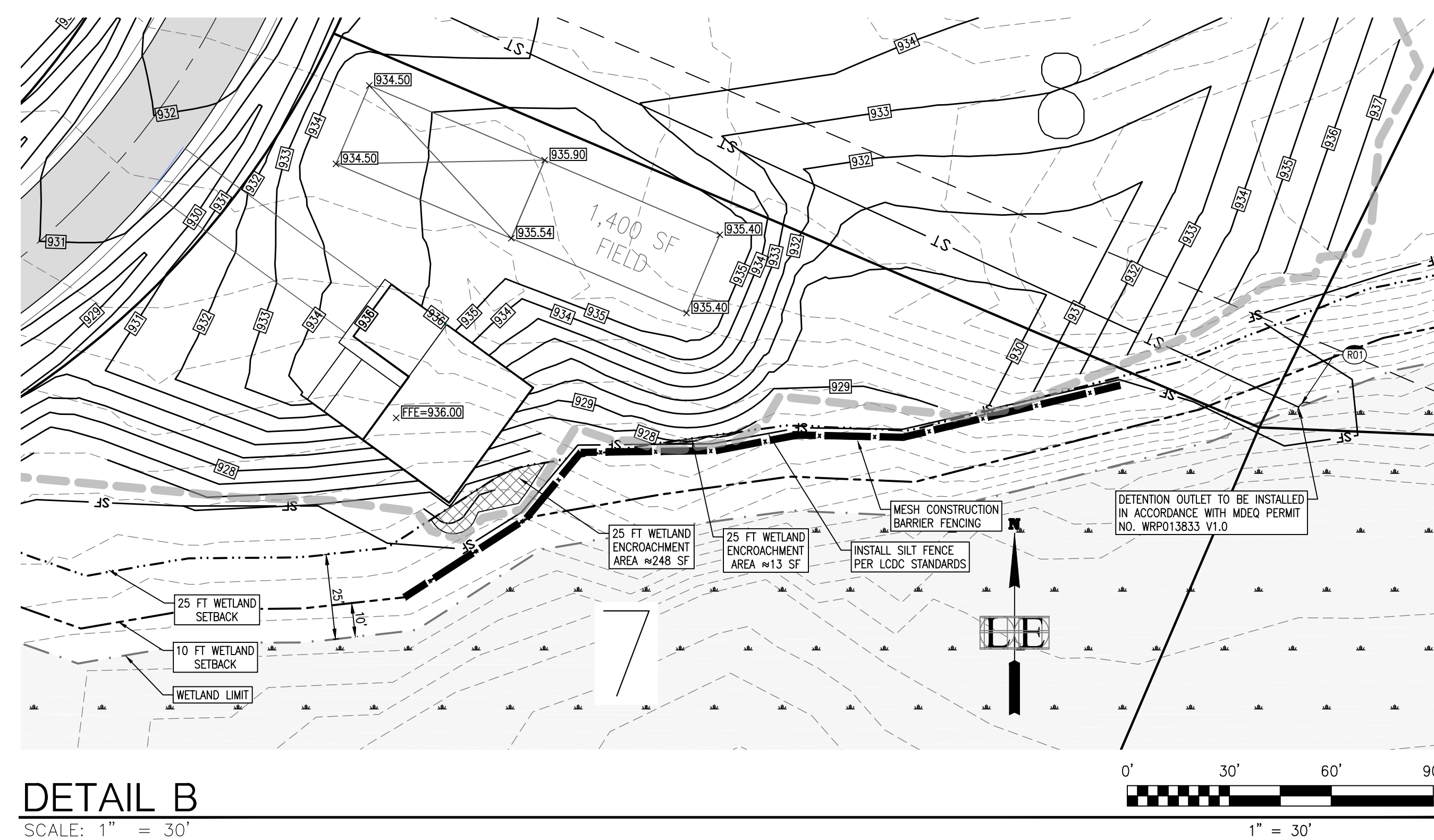
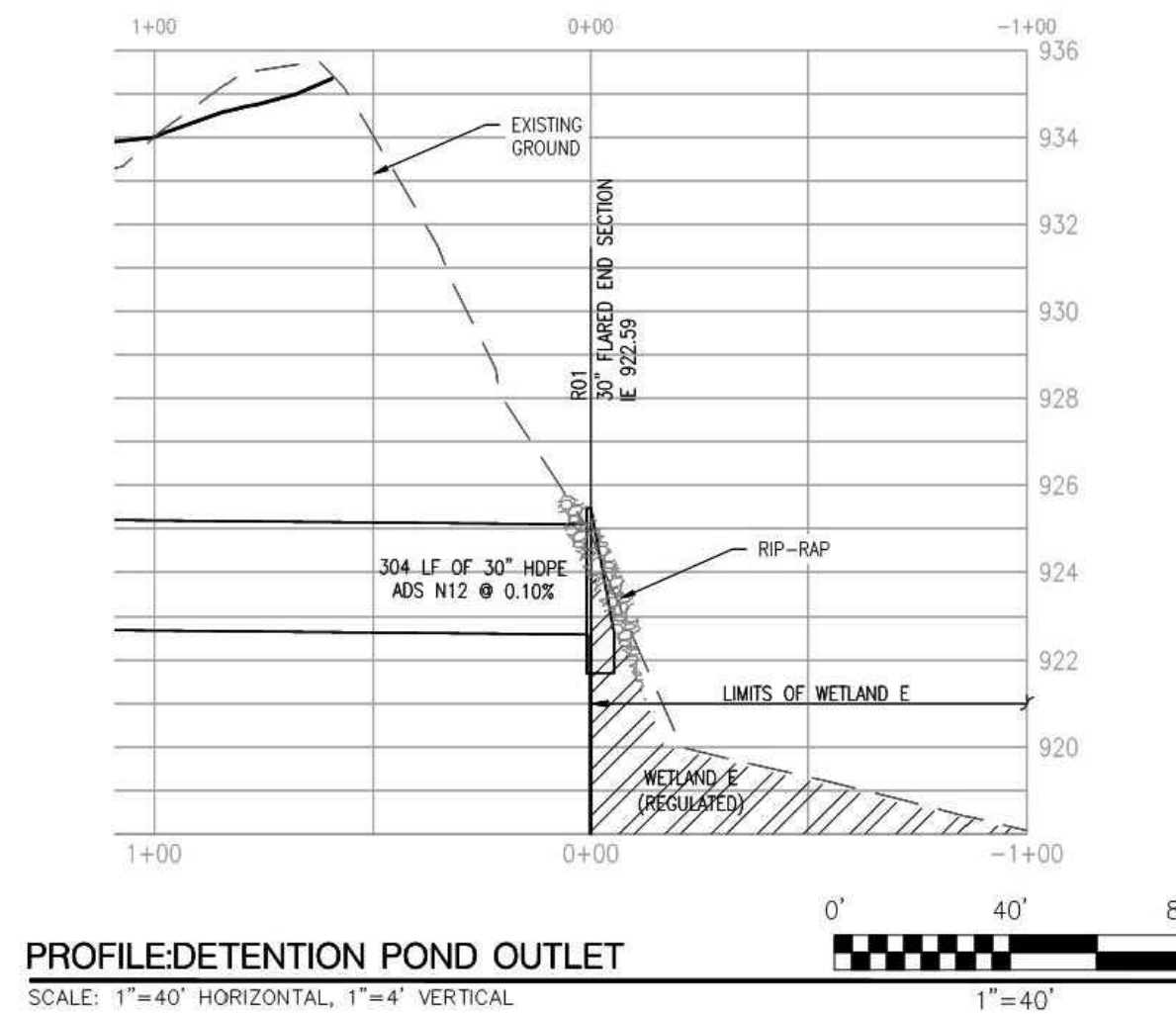
## LEGEND

- PR. SPOT GRADE
- PR. CONTOUR
- LIMITS OF GRADING
- 25 FT ENCROACHMENT AREA

## DRY HYDRANT DETAIL

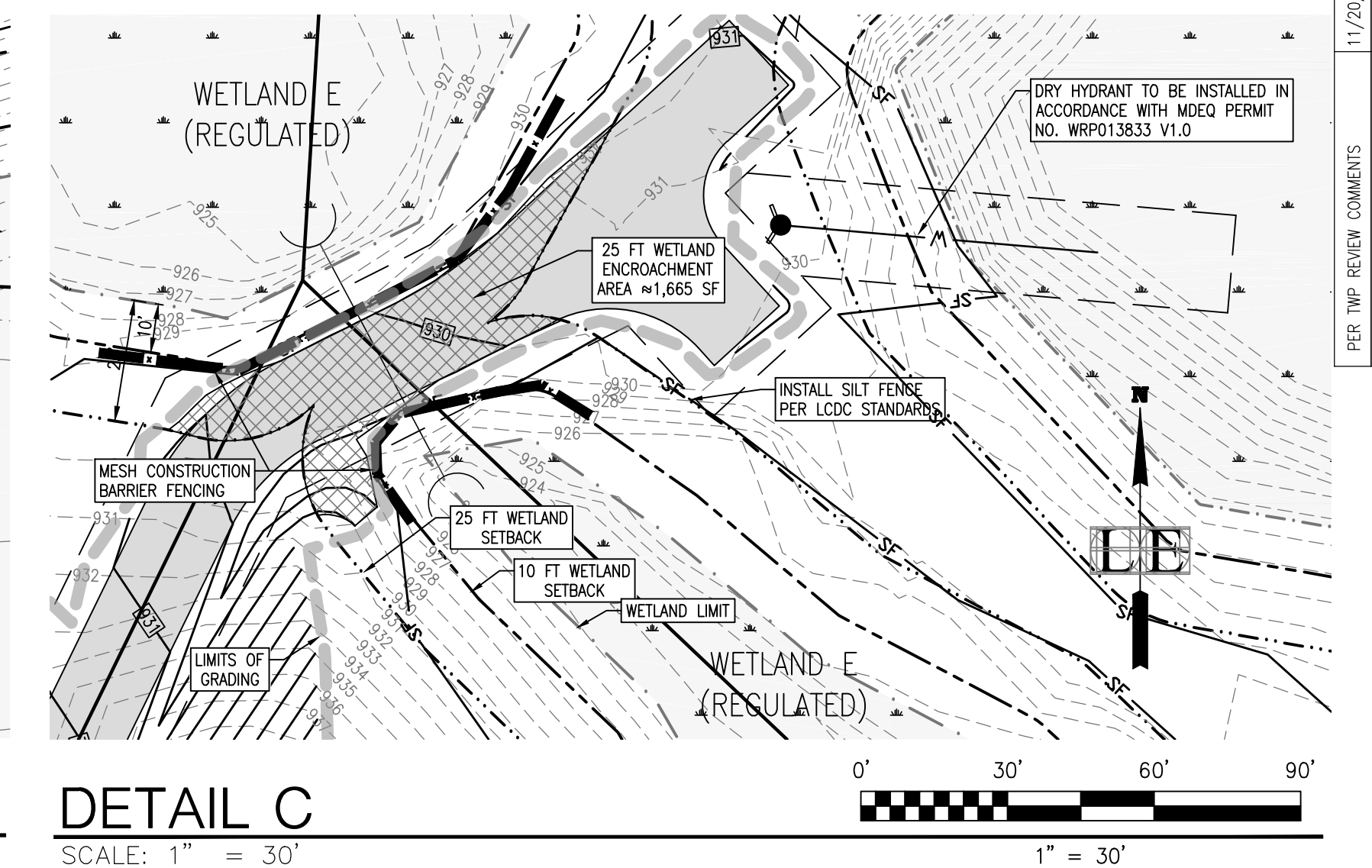


## DETENTION POND OUTLET



## GENERAL NOTES:

- MESH CONSTRUCTION FENCING TO BE INSTALLED IN AREAS AS INDICATED ON THE PLANS TO PREVENT GRADING WITHIN NATURAL FEATURES SETBACK AREAS.
- ANY GRADING THAT IS REQUIRED FOR HOME CONSTRUCTION WITHIN THE 25 FT NATURAL FEATURES SETBACK THAT IS NOT A PART OF THIS PLAN WILL NEED AN ADDITIONAL SPECIAL LAND USE PERMIT.



<b>LE</b> LIVINGSTON ENGINEERING 3300 S. OLD U.S. 23, BRIGHTON, MI 48114 PHONE: (810) 225-7000	REVISIONS	DATE	PROJECT No. 11216-2	CHESTNUT SPRINGS
			DRAWN: MJB	GENOA TOWNSHIP
			DATE: 7/18/2018	LIVINGSTON COUNTY, MI
			SHEET: 2 OF 5	MDEQ PERMIT EXHIBITS DRY HYDRANT DETAIL

<b>LE</b> LIVINGSTON ENGINEERING 3300 S. OLD U.S. 23, BRIGHTON, MI 48114 PHONE: (810) 225-7000	REVISIONS	DATE	PROJECT No. 11216-2	CHESTNUT SPRINGS
	PER MDEQ COMMENTS	9/17/18	DRAWN: MJB	GENOA TOWNSHIP
			DATE: 7/18/2018	LIVINGSTON COUNTY, MI
			SHEET: 3 OF 5	MDEQ PERMIT EXHIBITS DETENTION POND OUTLET

REVISIONS	DATE
PER TWP REVIEW COMMENTS	11/20/2018
PER MDEQ COMMENTS	10/25/2018
PER LCHD	8/29/2018
TOWNSHIP SUBMITTAL	9/17/2018
PER MDEQ COMMENTS	9/17/2018
PER LCHD COMMENTS	10/6/2018
PER LCHD COMMENTS	10/6/2018
PER LCHD COMMENTS	10/22/2018

Drawn: MJB	Checked:	Approved:	Date: 8/29/2018
Job No. 11216-2	Scale:	Vertical:	Horizontal: T = 30'

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CHESTNUT SPRINGS  
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FINAL SITE PLAN  
SPECIAL LAND USE: GRADING WITHIN 25 FT NATURAL FEATURES SETBACK

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# STORM WATER MANAGEMENT PLAN

**LEGEND**

OVERALL DETENTION TRIBUTARY AREA

STORM SEWER DRAINAGE DIVIDE LINE

STORM STRUCTURE

STORM SEWER DRAINAGE AREA

R11

0.24 AC.



## STORM WATER MANAGEMENT NARRATIVE

STORM CONVEYANCE CONSISTS OF A COMBINATION OF OPEN ROAD-SIDE DITCHES AND STORM SEWER TO CONVEY WATER TO THE DETENTION AREA. THE DETENTION AREA MAKES USE OF AN ONSITE UNREGULATED WETLAND (WETLAND C) FOR DETENTION. PRIOR TO EMPTYING INTO THE WETLAND/DETENTION AREA, A COMBINATION OF PLUNGE POOLS WITH CHECK DAMS AND VEGETATIVE FILTERS WILL PROVIDE THE WATER QUALITY AND SEDIMENT DEPOSITION COMPONENTS OF THE SYSTEM.

AN MDEQ PERMIT IS CURRENTLY BEING PROCESSED FOR ALL WETLAND IMPACT ACTIVITIES INCLUDING THE DETENTION OUTLET REGULATED WETLAND "E".

DETENTION VOLUME WAS CALCULATED USING THE LIVINGSTON COUNTY DRAIN COMMISSIONERS METHOD FOR A 100-YEAR STORM. OUR CALCULATIONS SHOW THAT THE STATIC HIGH WATER ELEVATION IN THE POND WILL INCREASE APPROXIMATELY 6 INCHES WITH A 100-YEAR STORM VOLUME ADDED TO THE EXISTING WETLAND/DETENTION POND.

AN OUTLET STRUCTURE IS BEING PROVIDED TO OUTLET WATER ABOVE THE STATIC HIGH WATER ELEVATION AT A PRE-DEVELOPED RELEASE RATE OF 0.2 CFS PER ACRE INTO REGULATED WETLAND "E" ON THE EAST SIDE OF THE DEVELOPMENT. WETLAND "E" CONNECTS TO SMALL CREEKS AND FLOW CHANNELS DOWNSTREAM FROM OUR PARCEL AS PART OF THE HURON RIVER WATERSHED.

THE OUTLET STRUCTURE WILL ALSO PROVIDE AN EMERGENCY OVERFLOW AT THE 100-YEAR FLOOD VOLUME TO ALLOW WATER TO FLOW FREELY PAST THE RESTRICTED ORIFICES, AND PREVENT WATER FROM EXCEEDING THE DESIGN FLOOD ELEVATION.

PIPE SIZING HAS BEEN APPROXIMATED AND DETAILED DESIGN CALCULATIONS WILL BE PROVIDED FOR CONSTRUCTION PLANS FOR BOTH THE OUTLET STRUCTURE AND THE STORM SEWER SIZING.

**Required Detention Volume**  
 Livingston County Drain Commission's Office Detention Methodology  
 Project: Chestnut Springs  
 LE Job No = 11216-2

Area, A =	23.32 Ac.
C =	0.29 Avg. Runoff Coefficient
K =	6.76
Allowable Q =	4.66 cfs (0.2 cfs per acre)

DURATION MINUTES	DURATION SECONDS	INTENSITY (IN/HR)	INCHES IN RUNOFF	INFLOW VOLUME x A x C	OUTFLOW DURATION x Q <sub>1</sub>	STORAGE VOLUME INFLOW - OUTFLOW
5	300	9.17	2.751	18,604	1,399	17,205
10	600	7.86	4.716	31,893	2,798	29,095
15	900	6.88	6.192	41,875	4,198	37,678
20	1,200	6.11	7.332	49,585	5,597	43,988
30	1,800	5.00	9.000	60,865	8,395	52,470
60	3,600	3.24	11,664	78,881	16,091	62,790
90	5,400	2.39	12,906	87,281	25,186	62,095
120	7,200	1.90	13,680	92,515	33,581	58,934
180	10,800	1.34	14,472	97,871	50,371	47,500

Required Volume, V = 62,095 cf

### STORM WATER DETENTION POND CALCULATIONS

Project: CHESTNUT SPRINGS  
 Livingston Engineering Project No. 11216-2  
 Livingston County Drain Commission Method

- I. Common Items and Assumptions:
- A. First Flush =  $(0.5712) \times 43,560 \times \text{area} \times \text{developed C}$
  - B. Bankfull Flood =  $8,160 \times \text{area} \times \text{developed C}$
  - C. Detention Volume Equation  
 $V = ((A_1 + A_2) / 2) \times H$   
 where,  $A_1$  = Area at top of storage elevation  
 $A_2$  = Area at bottom of storage elevation  
 $H$  = Depth of analysis

II. Detention Pond Volumes:

A. First Flush, Bankfull Flood and 100-year Storm Event

1. Contributing Area =	23.32 Ac.		
2. Developed Runoff Coefficient:			
Rooftop / Asphalt Area	2.77	0.90	2.50
Gravel Area	0.28	0.70	0.20
Lawn/Landscaped Area	20.26	0.20	4.05
Totals:	23.32		6.75
Developed C =	$6.75 / 23.32 = 0.29$		
3. First Flush Volume:	$V = (0.5712) \times 43,560 \times 0.29 \times 23.32 = 12,274 \text{ CF}$		
4. Bankfull Flood Volume:	$V = 8,160 \times 0.29 \times 23.32 = 55,184 \text{ CF}$		
5. 100-Year Flood Volume:	$Q_A = (0.20 \times 23.32) = 4.66 \text{ CFS}$ $V_T = 62,095 \text{ CF}$		

B. Detention Volume Proposed

Elev.	Area (sf)	Vol (cf)	Acc. Vol (cf)
Elev <sub>0</sub> = 925.42	92,981		
926.00	101,578	56,422	56,422
927.00	120,461	111,020	167,442
Total:		167,442	167,442

The following interpolations determine the pond water elevations for the three different storm events:

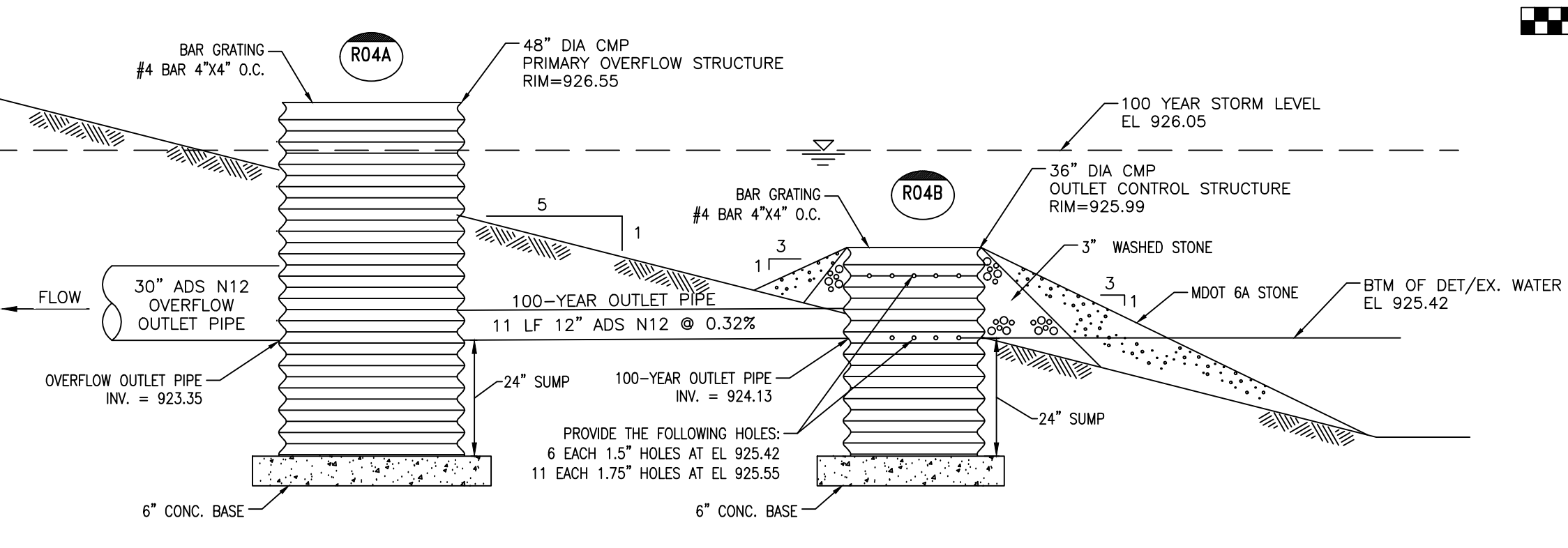
First Flush:  $\frac{926.00 - 925.42}{56,422 - 0} = \frac{x - 925.42}{12,274 - 0}$   
 $x = \text{Elev}_{FF} = 925.55$

Bankfull Flood:  $\frac{927.00 - 926.00}{167,442 - 56,422} = \frac{x - 926.00}{55,184 - 56,422}$   
 $x = \text{Elev}_{BF} = 925.99$

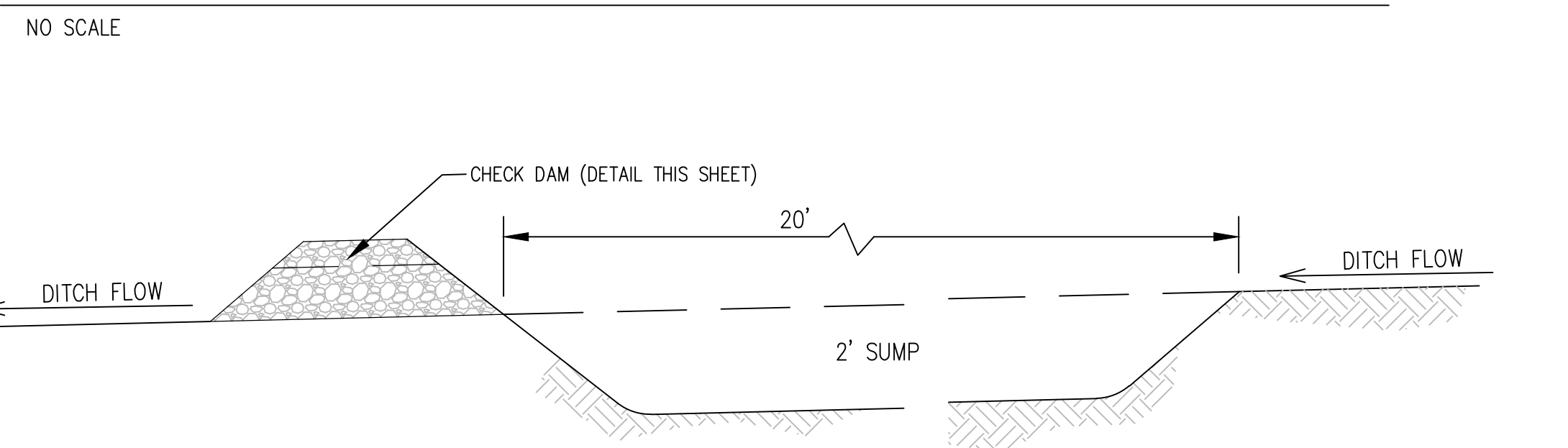
100 Yr. Flood:  $\frac{927.00 - 926.00}{167,442 - 56,422} = \frac{x - 926.00}{62,095 - 56,422}$   
 $x = 926.05$

These yield pond water elevations of 925.55 for the First Flush, 925.99 for the Bankfull Flood, and 926.05 for the 100 Yr. Storm Event

- C. Outflow Structure
- The Detention Pond will have a 3-stage outlet. This will consist of a CMP standpipe with a series of holes in two tiers and a restricted outlet pipe. The bottom tier of holes will detain the first-flush volume a minimum of 24 hours. The top tier and the and the bottom tier will detain the bankfull storage volume not less than 24 or more than 40 hrs. The upper tier along with the middle and lower tiers will detain the runoff from the site. The standpipe will be surrounded by a stone filter.
1. First Flush:  
 The average allowable release rate for runoff is 0.5' over area of site in 24 hrs.  
 $Q_{FF} = (1/24 \text{ hrs}) \times (1 \text{ hr} / 3600 \text{ sec}) \times 12,274 \text{ CF} = 0.14 \text{ CFS}$   
 Orifice area at Elev. 925.42 to produce this average discharge:  
 $H = 0.13 \text{ FT}$   
 Area of Orifice =  $Q_{FF} / (0.62 \times (2gH)^{0.5}) = 0.0804 \text{ SF}$   
 Where,  $H$  = Head  
 $g$  = Gravitational Const (32.2 fps)  
 Area of 1.50" hole = 0.0123 SF  
 No. of 1.50" hole(s) =  $0.0804 / 0.0123 = 6.55 \text{ hole(s)}$   
**Therefore, use six (6) 1.50" hole(s) at Elev. = 925.42**
- The detention time for six (6) 1.50" hole(s) is:  
 $Q(\text{new})_{FF} = A(\text{new})_{FF} \times (0.62(2gH_{FF})^{0.5})$   
 $Q(\text{new})_{FF} = (6 \times 0.0123) \times (0.62(2gH_{FF})^{0.5})$   
 $Q(\text{new})_{FF} = 0.130 \text{ CFS}$   
 $T(\text{new})_{FF} = V_{FF} / Q(\text{new})_{FF}$   
 $T(\text{new})_{FF} = 12,274 / (0.130 \times 3,600) = 26.2 \text{ hrs.}$
2. Bankfull Flood:  
 The bankfull flood must be detained in 24-40 hrs, check the discharge through the first-flush orifice to see if additional holes are necessary:  
 $H = 0.57 \text{ FT}$   
 $Q_{BF} = 0.62 (6) \text{ holes} \times 0.0123 \text{ sf/hole} \times (2 \times 32.2 \times 0.57)^{0.5}$   
 $Q_{BF} = 0.28 \text{ CFS}$   
 Time to empty Basin at this discharge:  
 $T_{FF} = (55,184 \text{ CF}) / (0.276 \text{ CFS}) \times (1 \text{ hr} / 3600 \text{ sec})$   
 $T_{FF} = 55.48 \text{ hrs.}$   
 Since  $T_{FF} > 40 \text{ hrs.}$ , additional holes are necessary.  
 A target release time of 40 hrs. will be chosen for the bankfull flood. The volume above the first-flush water surface and below the bankfull flood elevation is the volume remaining (V(rem)).  
 $V(\text{rem}) = V_{BF} - V_{FF}$   
 $V(\text{rem}) = 55,184 \text{ CF} - 12,274 \text{ CF} = 42,910 \text{ CF}$   
 $T(\text{rem}) = (V(\text{rem}) / T(\text{new})_{FF}) = (42,910 \text{ CF} / 0.130 \text{ CFS}) = 330,077 \text{ sec} = 91.69 \text{ hrs.}$   
 Volume through six (6) 1.50" hole(s) in 13.8 hrs. is:  
 $H_{FF} = ((\text{Elev}_{FF} - \text{Elev}_{FF}) \times (\text{Elev}_{FF} - \text{Elev}_{FF}))^{0.5}$   
 $H_{FF} = (925.99 - 925.55)^{0.5} = 0.57 \text{ FT}$   
 $Q_1 = \text{discharge through FF orifices when both the FF and BF holes are contributing.}$   
 $Q_1 = A_{FF} \times (2gH_{FF})^{0.5}$   
 $Q_1 = (6 \times 0.0123) \times (0.62(2gH_{FF})^{0.5})$   
 $Q_1 = 0.276 \text{ CFS}$   
 $V_1 = T(\text{rem}) \times Q_1$   
 $V_1 = 13.8 \times 0.276 \times 3,600 = 13,726 \text{ CF}$   
 $V_2 = V(\text{rem}) - V_1$   
 $V_2 = 42,910 - 13,726 = 29,184 \text{ CF}$   
 $Q_2 = V_2 / T(\text{rem}) = 29,184 / (13.8 \times 3,600) = 0.59 \text{ CFS}$   
 $H_{BF} = ((\text{Elev}_{BF} - \text{Elev}_{FF}))^{0.5}$   
 $H_{BF} = (925.99 - 925.55)^{0.5} = 0.44 \text{ FT}$   
 Area of Orifice =  $Q_2 / (0.62(2gH_{BF})^{0.5}) = 0.1775 \text{ SF}$   
 Area of 1.75" hole = 0.0167 SF  
 No. of 1.75" hole(s) =  $0.1775 / 0.0167 = 10.62 \text{ hole(s)}$   
**Therefore, use eleven (11) 1.75" hole(s) at Elev. = 925.55**
3. 100 yr. Flood:  
 In no case shall the rate of discharge for storm event up to the 100-year exceed 0.2 cfs/acre.  
 100 year outlet pipe shall be sized to restrict outlet rate below 0.2 cfs/acre (Q<sub>max</sub>).  
 $Q_{MAx} = (0.20 \times 23.32 \text{ Ac.}) = 4.66 \text{ CFS}$   
 Choose 12" ADS N12 for 100 year outlet pipe  
 Area of 12" ADS N12 for 100 year outlet pipe = 0.7854 SF  
 Calculate maximum theoretical head required on outlet pipe which will not exceed the maximum allowable outlet rate at the required 100-year detention volume elevation using the orifice equation:  
 $0.62 \times 0.7854 \times (2 \times 32.2 \times (h_{max}))^{0.5} = 4.66 \text{ CFS}$   
 $h_{max} = 1.42 \text{ FT}$   
 Calculate invert of 100 year outlet pipe from calculated head at the required 100-year detention volume elevation:  
 $INV = 100 \text{ yr El.} - h_{max} - DIA/2$   
 $INV = 926.05 - 1.42 - 0.5 = 924.13$   
**Therefore, use 12" ADS N12 at invert elev. 924.13**

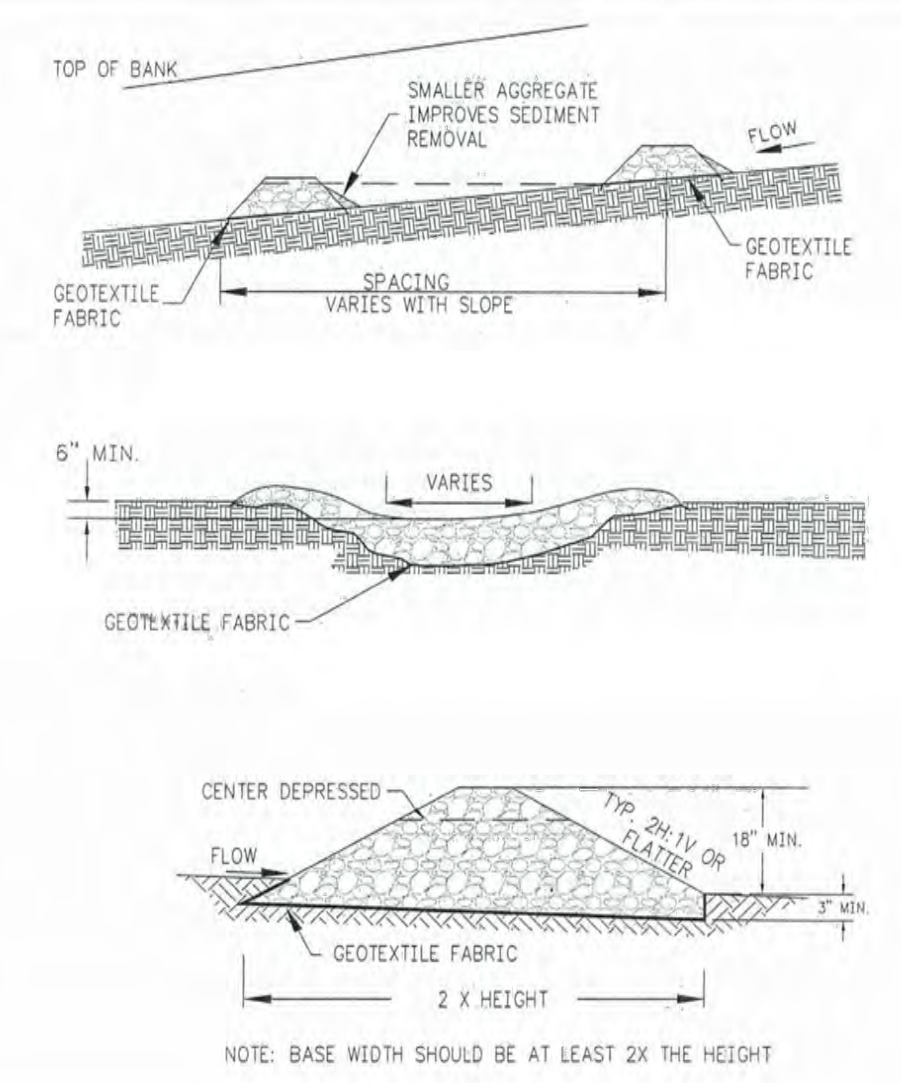


### DETENTION BASIN OUTLET STRUCTURE DETAILS



### PLUNGE POOL WITH CHECK DAM DETAIL

NO SCALE



### CHECK DAM DETAIL

NO SCALE





Know what's below.  
Call before you dig.

# LANDSCAPE PLAN

## LANDSCAPE REQUIREMENTS:

GENOA TOWNSHIP ZONING ORDINANCE, ARTICLE 12: SITE DEVELOPMENT REGULATIONS

SECTION 12.02: GREENBELTS, LANDSCAPE MATERIALS & SCREENING	REQUIRED	PROVIDED
12.02.02: RESIDENTIAL STREET TREES	2 CANOPY TREES SHALL BE PROVIDED ALONG A PUBLIC STREET OR PRIVATE ROAD FOR EACH RESIDENTIAL UNIT. (TOTAL UNITS ALONG PRIVATE ROAD = 19)	38 CANOPY TREES
12.02.05: DETENTION/RETENTION POND LANDSCAPING	DETENTION/RETENTION PONDS SHALL BE LANDSCAPED TO PROVIDE A NATURAL SETTING IN OPEN SPACE AREAS.	REQUESTING WAIVER FROM REQUIREMENTS BASED ON EXISTING WETLAND BOUNDARY & VEGETATION AROUND THE PROPOSED DETENTION POND.

## LEGEND

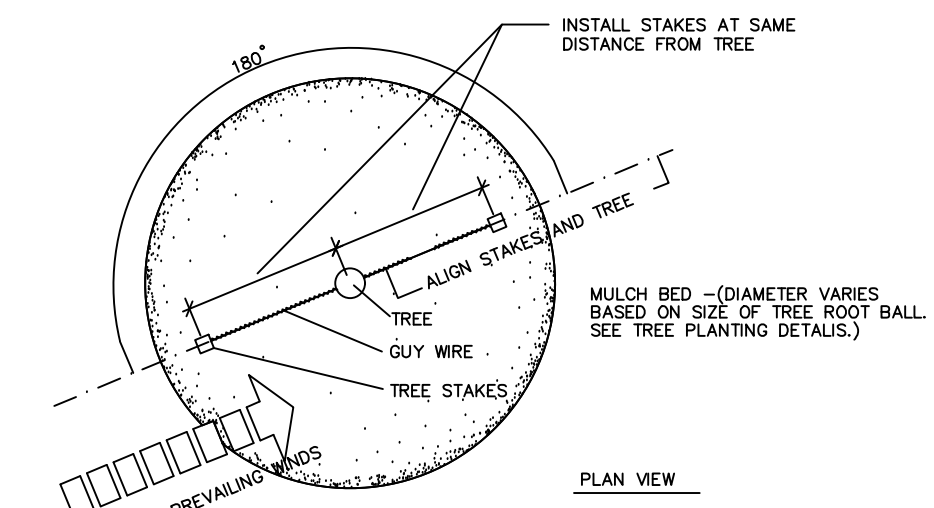
PROPOSED

CANOPY TREE	
EVERGREEN TREE	
ORNAMENTAL TREE	
PLANTING TAG	

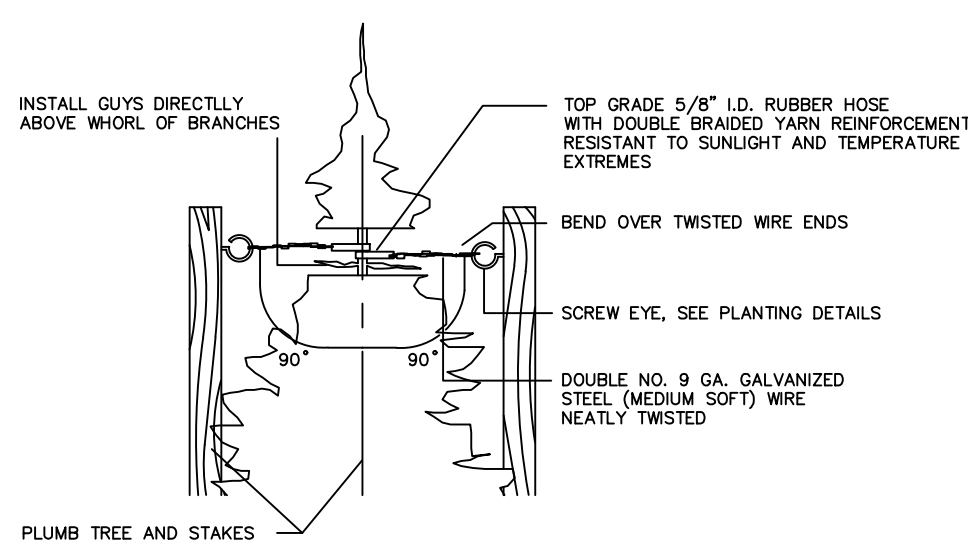
QTY  
TYPE

## NOTES

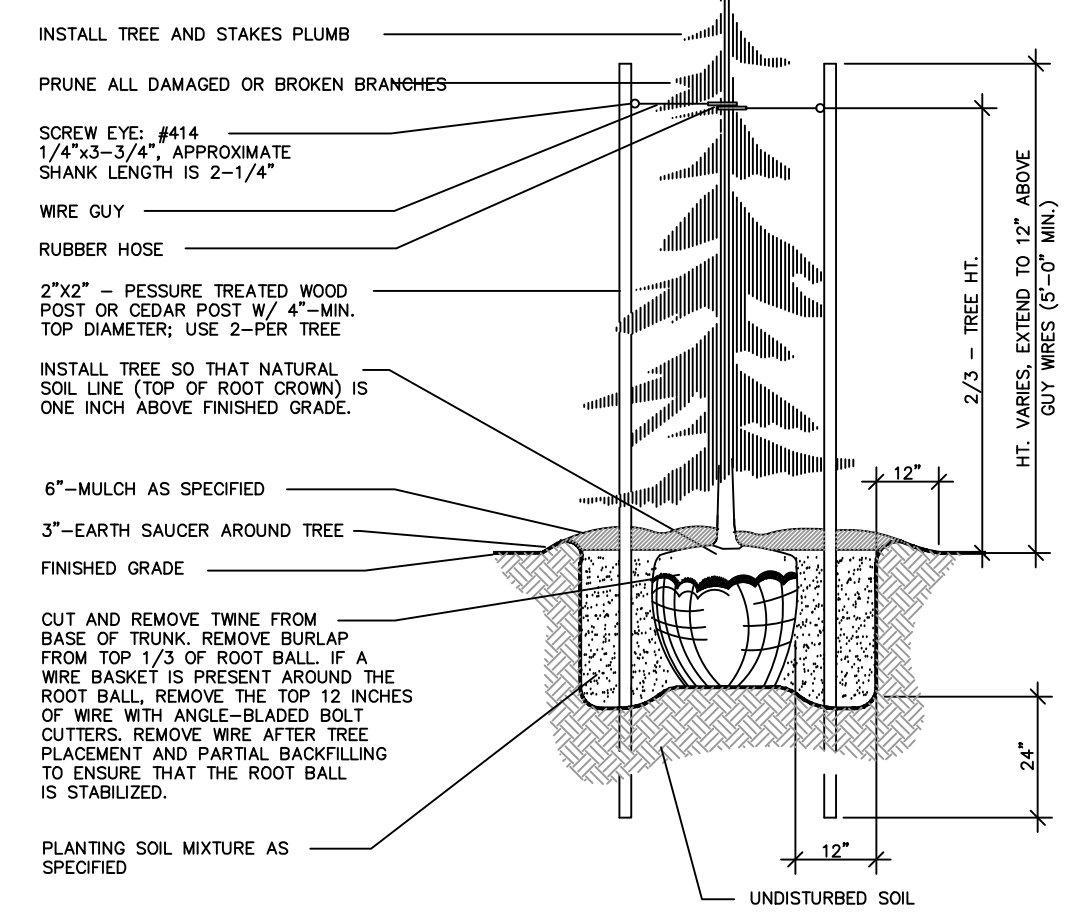
- The contractor(s) shall verify the location of all underground utilities prior to construction.
- Plants shall conform to the sizes as shown on the drawings and shall be of sound health. All measurements such as spread, ball size, height, caliper and quality designations shall be in conformance to the latest edition of the American Standards for Nursery Stock.
- All evergreen tree species are to be full, dense plants branched fully to the ground.
- Prune all dead and broken branches from all plants immediately after installation.
- Planting soil mixture shall be prepared on-site by mixing 3 parts topsoil to 1 part existing site soils to 1 part peat, adding 5 lbs. of superphosphate to each cubic yard of the mixture.
- Organic mulch requirements: shade trees, ornamental trees and evergreen trees - 6" of shredded bark; shrubs and shrub beds - 4" of shredded bark; ground cover beds and perennial flowers - mulch with 1" of peat.



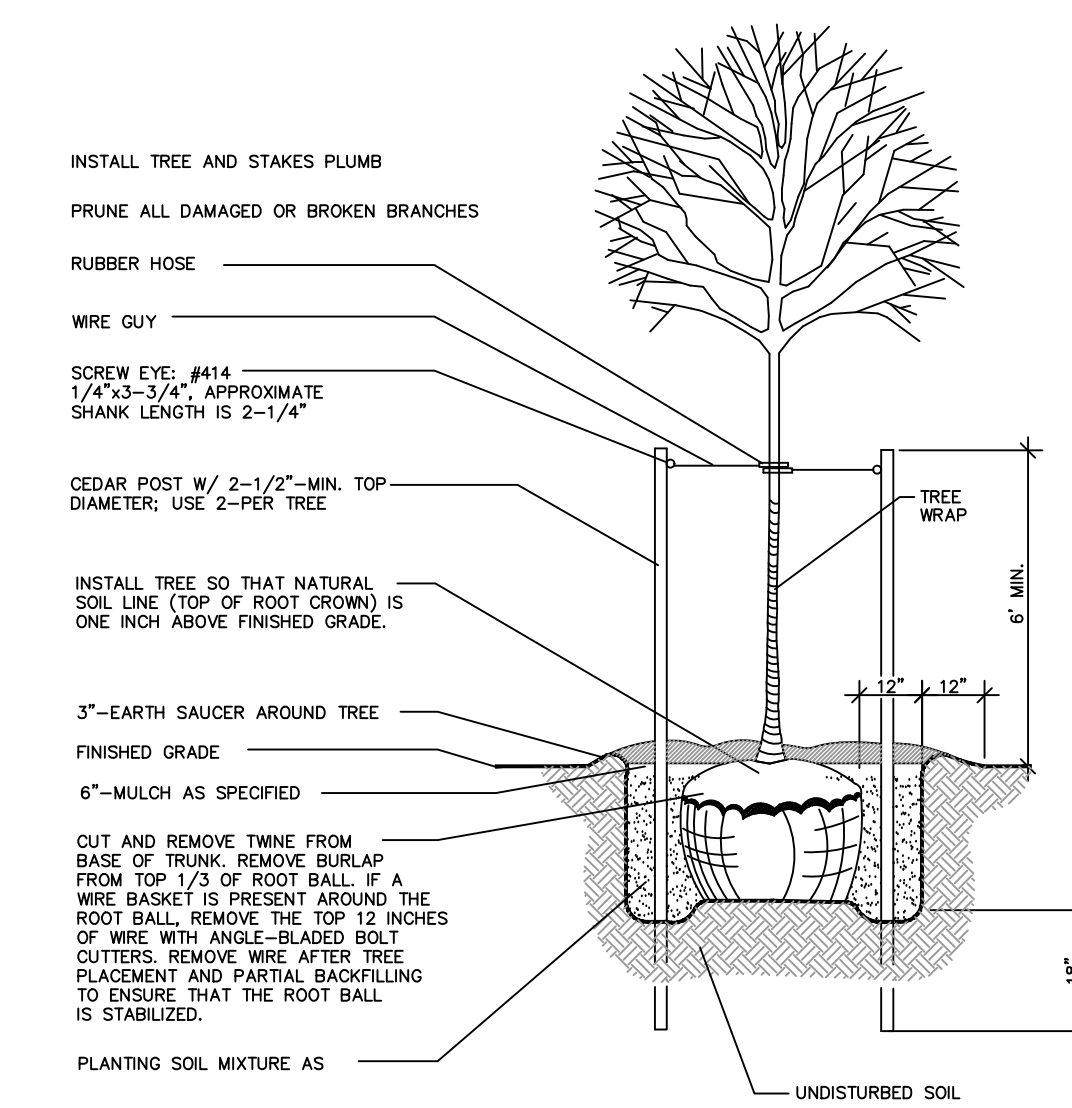
Stake Placement Detail  
FOR EVERGREEN AND DECIDUOUS TREES



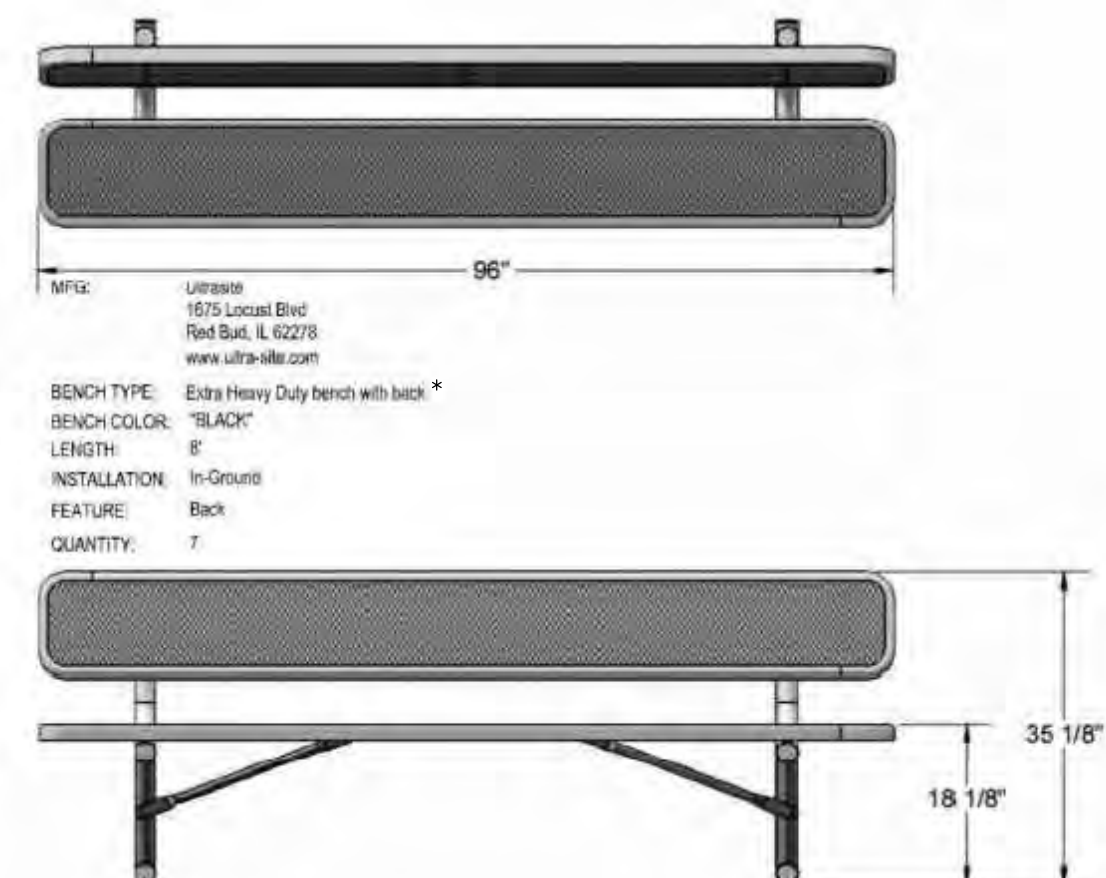
Guy Installation Detail  
FOR EVERGREEN AND DECIDUOUS TREES



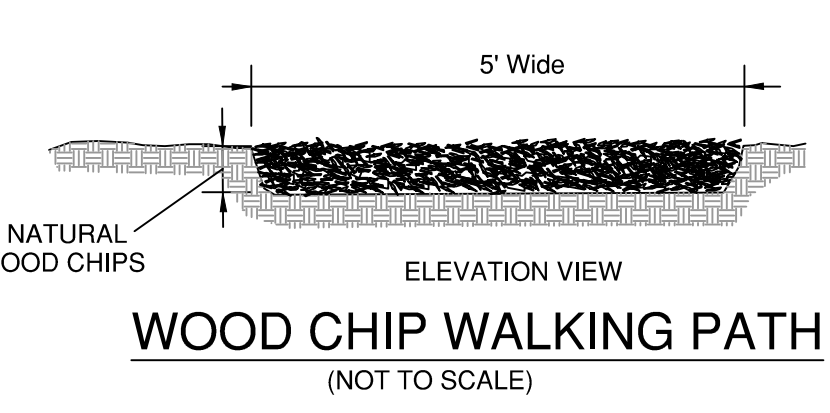
Evergreen Tree Planting/  
Staking Detail



Deciduous Tree Planting/  
Staking Detail



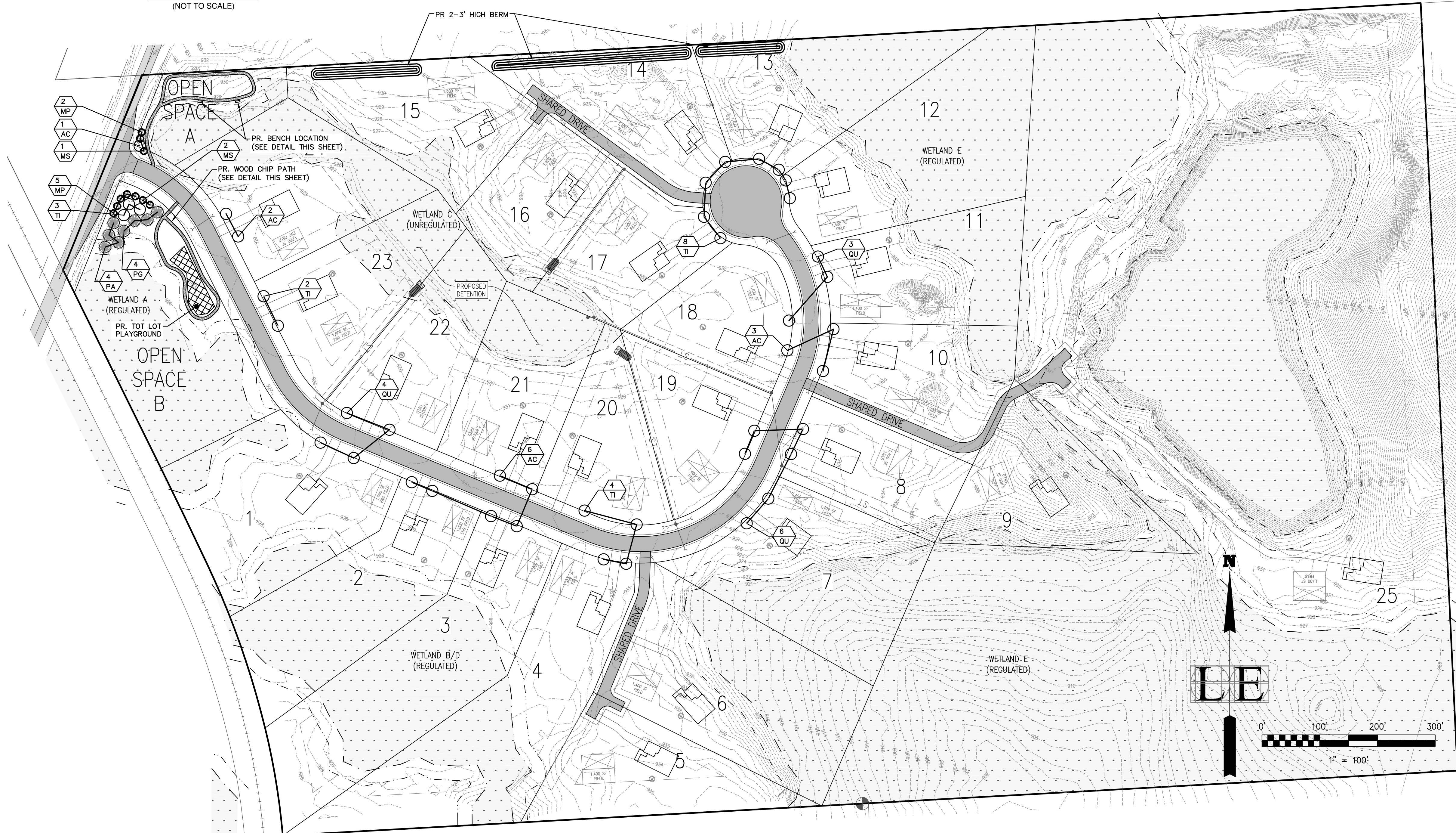
BENCH DETAIL  
(NOT TO SCALE)



WOOD CHIP WALKING PATH  
(NOT TO SCALE)

## Planting List

Canopy Trees				Min. Size		Root
Key	Qty	Genus	Common Name	Caliper	Height	
AC	12	Acer rubrum	Red Maple	2.5"		B & B
QU	13	Quercus Alba	White Oak	2.5"		B & B
TI	17	Tilia cordata	Little Leaf Linden	2.5"		B & B
Evergreen Trees				Min. Size		Root
Key	Qty	Genus	Common Name	Caliper	Height	
PA	4	Picea abies	Norway Spruce	6"		B & B
PG	4	Picea glauca	White Spruce	6"		B & B
Ornamental Trees				Min. Size		Root
Key	Qty	Genus	Common Name	Caliper	Height	
MP	7	Malus 'Prairifire'	Prairifire Flowering Crab	2"		B & B
MS	3	Malus 'Sekir'	Sekirk Crab	2"		B & B



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PHONE: (810) 225-7100 FAX: (810) 225-7699  
www.livingstoneng.com

**LE**

Client: **CHESTNUT DEVELOPMENT, LLC**  
6885 GRAND RIVER AVE. SUITE 100  
BRIGHTON, MI 48114  
810.598.9884

**CHESTNUT SPRINGS**  
CHILSON RD., GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
FINAL SITE PLAN  
LANDSCAPE PLAN

Drawn: MJB	11/20/2018
Checked: PER LCHD	DATE: 8/29/2018
Approved: TOWNSHIP SUBMITTAL	9/7/2018
PER MDC COMMENTS	9/7/2018
PER LCHD COMMENTS	10/6/2018
PER LCHD COMMENTS	10/22/2018

Job No. 11216-2  
Scale: Vertical: 1" = 10'  
Horizontal: 1" = 100'

L1

FILE:C:\Users\User\Dropbox (Living)\Projects\2011\11216-2 Chestnut Springs\Drawings\Final Site Plan\11216-2\_L1\_Landscape\_Plan.dwg



**From:** [Joe Seward](#)  
**To:** [Kelly VanMarter](#); [Amy Ruthig](#)  
**Subject:** Chestnut Spring By-Laws and Master Deed  
**Date:** Tuesday, February 19, 2019 2:45:35 PM  
**Attachments:** [image001.png](#)  
[Master Deed - Chestnut Springs Site-final Feb 19.pdf](#)  
[Master Deed - Chestnut Springs Site-final Feb 19.docx](#)  
[Bylaws - Chestnut Springs Site Condominium-Final Feb 19.pdf](#)  
[Bylaws - Chestnut Springs Site Condominium-Final Feb 19.docx](#)

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Good afternoon Ms. VanMarter and Ms. Ruthig, I have revised the Chestnut Springs By-Laws and Master Deed to comply with the direction from the Planning Commission. Attached are the revised documents. Should you have any questions, please do not hesitate to contact me.

Joe



**T. Joseph Seward**  
**210 East Third Street, Suite 210**  
**Royal Oak, MI 48067**  
**T 248.733.3580**  
**F 248.733.3633**  
**E [jseward@SewardHenderson.com](mailto:jseward@SewardHenderson.com)**

MASTER DEED

CHESTNUT SPRINGS SITE CONDOMINIUM

A 25 UNIT SITE CONDOMINIUM PROJECT LOCATED IN  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #(s): \_\_\_\_\_

**MASTER DEED**  
**CHESTNUT SPRINGS SITE CONDOMINIUM**

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by CHESTNUT DEVELOPMENT, L.L.C. (hereinafter referred to as the “Developer”), whose office address is 6253 Grand River Ave. #700, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the “Act.”

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 (said exhibits are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Chestnut Spring Site Condominium as a condominium project, as defined in Section 4 of the Act, and declares that Chestnut Springs Site Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors, and its assigns, and any persons acquiring or owning an interest in the Condominium Premises and their grantees, successors, heirs, personal representatives, and assigns, together with the other governing documents as described herein.

**ARTICLE I**  
**OVERVIEW**

The Condominium Project shall be known as Chestnut Spring Site Condominium, Livingston County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. And in accordance with the laws of the Township of Genoa, the approved plans of which are on file with the Township. The Condominium Project is established in accordance with the Act as a site condominium. The Units contained in the Condominium Project, including the number, boundaries, dimensions, area, and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is a residential building site capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a General Common Element of the Condominium Project. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners in the General Common Elements of the Condominium Project.

**ARTICLE II  
LEGAL DESCRIPTION**

The land that comprises the Condominium Premises established by this Master Deed is located in Genoa Charter Township, Livingston County, Michigan, and is described as follows:

Genoa Township, Livingston County, Michigan, being more particularly described as follows:

**Tax ID #(s):** \_\_\_\_\_

Together with and subject to easements, restrictions, and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street, or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to, and thereafter performed by, the Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI.

**ARTICLE III  
DEFINITIONS**

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and rules and regulations of the Chestnut Spring Site Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in Chestnut Spring Site Condominium. Whenever used in such documents or any other pertinent Instruments, the terms set forth below shall be defined as follows:

*Section 3.1 “Act”* means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

*Section 3.2 “Association”* means the Chestnut Spring Site Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project in accordance with the Condominium Documents.

*Section 3.3 “Board of Directors” or “Directors”* shall mean the board of directors of the Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Association Bylaws.

*Section 3.4 “Bylaws”* means Exhibit A, attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association, as allowed under the Michigan Nonprofit Corporation Act.

*Section 3.5 “Common Elements,”* where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV below.

*Section 3.6 “Condominium Documents”* means this Master Deed and Exhibits A and B attached hereto, the Articles of Incorporation of the Association, and the rules and regulations, if any, of the Association, as well as the Condominium By-Laws, as any or all of the foregoing may be amended from time to time

*Section 3.7 “Condominium Premises”* means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Chestnut Spring Site Condominium.

*Section 3.8 “Condominium Project,” “Condominium,” “Project,” or “Chestnut Spring Site Condominium”* are used synonymously to refer to Chestnut Spring Site Condominium, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

*Section 3.9 “Condominium Subdivision Plan”* means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

*Section 3.10 “Consolidating Master Deed”* means the amended Master Deed that shall describe Chestnut Spring Site Condominium as a completed condominium project, as defined in Section 4 of the Act, and shall reflect all Units and Common Elements therein and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

*Section 3.11 “Construction and Sales Period”* means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser, or as an optionee) any Unit in Chestnut Spring Site Condominium.

*Section 3.12 “Co-Owner”* means an individual, firm, corporation, partnership, association, trust, or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium. Unless the context indicates otherwise, the term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.”

*Section 3.13 “Developer”* means Chestnut Development, L.L.C., an organization that



made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever such terms are used in the Condominium Documents. However, the word “successor,” as used in this Section 3.13, shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

*Section 3.14 “First Annual Meeting”* means the initial meeting at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting.

*Section 3.15 “General Common Elements”* means those Common Elements of the Condominium described in Article IV, Section 4.1, of this Master Deed, which are for the use and enjoyment of all Unit Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

*Section 3.16 “Limited Common Elements”* means those Common Elements of the Condominium described in Article IV, Section 4.2, of this Master Deed, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

*Section 3.17 “Township”* means the Genoa Charter Township, located in the County of Livingston, State of Michigan.

*Section 3.18 “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 that may be cast by eligible owners within the Condominium Project unaffiliated with the Developer exceed the votes that may be cast by the Developer.

*Section 3.19 “Unit” or “Condominium Unit”* each mean a single condominium unit in Chestnut Spring Site Condominium, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and each shall have the same definition as the term “Condominium Unit” has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling, water well, septic system, and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

#### **ARTICLE IV COMMON ELEMENTS**

The Common Elements of the Condominium described in Exhibit B to this Master Deed

and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

*Section 4.1 General Common Elements.* All General Common Elements for the Condominium Project will be maintained by the Association, and an easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Association for the use and benefit of such General Common Elements by all Co-Owners. The General Common Elements for the Project include:

(a) All private roadways and emergency access drives throughout the Condominium Project, together with the entrance area depicted on the Condominium Subdivision Plan attached as Exhibit B, if any, and all signage installed by the Developer and/or the Association in connection therewith; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual Units in the Condominium Project; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project. Any entrance area shall be maintained, repaired, and replaced by the Association.

(b) The electrical transmission mains and wiring throughout the Condominium Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, together with common lighting for the Condominium Project, if any, installed by the Developer or Association in its/their sole discretion. There is no obligation on the part of the Developer to install any particular common lighting, but Developer reserves the right to do so, either within the Common Elements or within any one or more Units. Any common lighting installed within a Unit and designated as such by the Developer shall be maintained, repaired, and replaced by the Association, except that the costs of electrical power consumption therefor shall be paid by each Co-Owner to whose Unit such designated common light is metered. Any street light of other lighting installed within the General Common Elements shall be metered to and paid by the Association unless the Developer determines otherwise.

(c) The telephone system throughout the Condominium Project up to the ancillary connection for Unit service, which is located at the boundary of the Unit.

(d) The gas distribution system throughout the Condominium Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, but excluding the gas meter for each Unit.

(e) The cable television and any other telecommunications systems throughout the Condominium Project, if and when it may be installed, up to the point of the ancillary connection for Unit service, which is located at the boundary of the Unit.

(f) The sidewalks, bike paths, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Association.

(g) The storm water drainage system throughout the Condominium Project, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds, if any, up to the point of Unit service, which is located at the boundary of the Unit.

(h) The landscaped islands, if any, within the roads in the Condominium Project, subject, however, to the rights therein of the public and any governmental unit.

(i) All easements (if any) that are appurtenant to and that benefit the Condominium Project pursuant to recorded easement agreements, reciprocal or otherwise.

(j) Such other elements of the Condominium Project not designated as a Common Element that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of all Co-Owners within the Condominium Project. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If the mailboxes are clustered or consolidated, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-Owners on an equitable basis without such designation. Developer may elect, however, to require that Co-Owners install individual mailboxes of a nature and design as required by Developer, and that the same be installed by each Co-Owner at such Co-Owner's personal expense. Developer also reserves the right, in its sole discretion, to install street signs, traffic control signs, street address signs, and other signage at any location or location as Developer deems appropriate within the General Common Element road rights of way.

*Section 4.2 Limited Common Elements.* Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) *Driveways.* Each driveway leading from a road to a Unit or from a shared driveway, extending beyond the portion depicted as a General Common Element on Exhibit B, shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

(b) *Yard Areas.* Any part of the Unit that is outside of the physical structure of the dwelling, including, but not limited to, all lawns, landscaping, sprinkler systems, berms, trees, and plantings appurtenant to a dwelling or other structure within a Unit, excluding the Garden Area (as defined in the Bylaws attached hereto as Exhibit B) (the "Yard Area") shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

(c) *Water Wells and Water Distribution System.* The water well (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the dwelling constructed on that Unit shall be a Limited Common Element limited in use to the

Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

**IMPORTANT, PLEASE READ:** While there is not presently any levels above the treatment requirement for Chloride (a component of salt), levels are present in the groundwater above natural background and the source of the elevated chloride is from Oak Pointe Wastewater Treatment Plant that is no longer discharging to groundwater and has not since 2015. Current drinking water criteria for chloride is aesthetic based, chloride concentrations in excess of the drinking water criteria can give rise to a detectable salty taste in water. Chloride also increases the electrical conductivity of the water and thus can increase its corrosiveness, which can impact metal piping. Monitoring of the groundwater currently shows the chloride levels do not exceed current drinking water criteria, nevertheless the Township will continue to monitor the groundwater. Each Unit shall have installed a reverse osmosis unit that serves both the kitchen sink and refrigerator as part of the development. The reverse osmosis unit shall be approved by the Township prior to installation. The Township has installed 3 monitoring well sites, which shall be tested at a frequency determined by Genoa Charter Township. Monitoring well results will be shared with the Michigan Department of Environmental Quality and the Livingston County Health Department. In the event that the monitoring well results are above drinking water criteria for chloride in the future, the Township shall have the right to request access to the property to collect an unsoftened raw water sample from the residence and to request a water sample from the reverse osmosis within the house on an annual basis to verify that the reverse osmosis system is working. The Township shall provide once each calendar year a filter for the reverse osmosis unit if chloride exceeds the drinking water criteria and will continue to do so until such time that chloride is below the State's acceptable drinking water criteria.

(d) Septic Systems. The septic tank and drain field (including distribution lines) located within or beneath Unit boundaries and serving only the dwelling constructed on that Unit shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation, and restoration of the Units and Common Elements are as follows:

(a) Co-Owner Responsibility for Units and Express Exceptions for Limited Common Elements. It is anticipated that a separate residential dwelling (including attached garage and deck) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any appurtenances contained therein, including the well water and water distribution system and the sanitary disposal system, and all other improvements thereto, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element

appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

(b) Association Responsibility for Units and Common Elements. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway. Except as provided for in Section 4.3(a) and Section 4.5, the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units, Appurtenances, and Limited and General Common Elements, excluding Unit 25 and all appurtenant Limited Common Elements, as it may deem appropriate (including, without limitation, snow removal from driveways). All responsibilities undertaken by the Association in accordance with this section shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. Unit 25, however, shall be responsible for paying all assessments against units and co-owners except for the landscaping described in Section 4.1 General Common Elements (a) as "...and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project", as well as section 4.1 (h). . The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances, and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations.

(c) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances, or other Limited Common Elements associated therewith arising as a result of the Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit or

the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of its Unit or the Common Elements.

*Section 4.5 Maintenance of Detention Areas.* End of pipe plunge pools will be used to manage sediment discharge to the detentions area(s). As provided for in Section 4.3(b), the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to the General Common Elements, which includes the detention area(s). At a minimum, the Association shall inspect and monitor the sediment buildup in the detention area(s) once annually. The Association shall remove any excess sediment buildup, as needed. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

## **ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

*Section 5.1 Description.* Each Unit in the Condominium is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries. Detailed architectural plans for the Condominium Project will be placed on file with the Genoa Charter Township, Livingston County, Michigan.

*Section 5.2 Condominium Percentage of Value.* The Percentage of Value for each Unit within the Condominium shall be equal. The determination that the Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium and concluding that there are no material differences among the units that affect the allocation of Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Condominium is 100%.

If the Condominium convertible space is converted, and this expectation becomes untrue with respect to additional Units, or if a substantial disparity in size exists, the Percentages of Value may be readjusted by the Developer, in its discretion, so long as reasonable recognition is given to the method of original determination of Percentages of Value for the Condominium. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent

and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

## **ARTICLE VI EASEMENTS AND RESERVATIONS**

*Section 6.1 Easement For Utilities and Maintenance of Encroachment.* In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other Limited Common Elements associated therewith, or due to survey errors, construction deviations, replacement, restoration, or repair, or due to the requirements of the Livingston County Health Department or the Township, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements that project into the Common Elements surrounding each Unit.

### *Section 6.2 Easements Retained by Developer.*

*(a) Utility and Ingress/Egress Easements.* The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township, and all future owners of any land contiguous to the Condominium, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township, as well as a perpetual easement to Genoa Charter Township as described on the approved site plan for access by the Township to the Township's 3 monitoring well sites. The Developer also reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, and assigns a perpetual, non-exclusive easement for ingress and egress for pedestrian and vehicular use, including construction machinery and equipment, over certain private roadways within the Condominium Project depicted as the "Developer's Easement" in the attached Exhibit B. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.



(b) Additional Easements. The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate, and/or grant public or private easements over, under, and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, Walkways, the storm water drainage system, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and Appurtenances relating thereto, as identified in the approved final site plan for the Condominium Project, and all plans approved in writing by the Township, as well as any amendments thereto approved by the Township. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person who now or hereafter shall have any interest in the Condominium by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Association. The Association, acting through its Board of Directors, 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 are reasonably necessary or advisable for utility purposes, access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period and subject to the written approval of the Township. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Grant of Easements and License to Association. The Association, acting through its Board of Directors, and all Co-Owners are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all Co-Owners. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and Replacement. The Developer, the Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be

necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

*Section 6.6 Telecommunications Agreements.* The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction 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 to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that 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 any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Association.

*Section 6.7 School Bus and Emergency Vehicle Access Easement.* Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services, and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

*Section 6.8 Association Assumption of Obligations.* The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

*Section 6.9 Termination of Easements.* Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium

Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the Township.

*Section 6.10 Water Monitoring Wells.* Furthermore, the Developer grants the Township a perpetual easement, as described on the approved site plan for access to the Township's three (3) monitoring well sites, which shall be tested at a frequency determined by Genoa Charter Township. Monitoring well results will be shared with the Michigan Department of Environmental Quality and the Livingston County Health Department. In the event that the water tests above the standard maximum for chloride in the future, the Township shall have the right to request to test the water at the point of the reverse osmosis system (as described in Section 20.2 of the Bylaws) within the house on an annual basis to verify the reverse osmosis system is working.

## **ARTICLE VII AMENDMENT**

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium shall not be terminated, vacated, revoked, or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

### *Section 7.1 Amendments.*

(a) *Without Co-Owner and Mortgagee Consent.* The Condominium Documents may be amended by the Developer or the Association without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market that purchases or insures mortgages, shall be examples of amendments that do not materially alter or change the rights of a Co-Owner or mortgagee.

(b) *With Co-Owner and Mortgagee Consent.* An 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 votes of the Co-Owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the mortgagees; provided, that a

Co-Owner's Unit dimensions or Limited Common Elements may not be modified without its consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability, or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer herein, including without limitation, rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Condominium Premises. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(c) Material Amendment By Developer. 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) reserved by the Developer in this Master Deed. During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

(d) Developer's Reserved Amendments. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

- i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- ii. 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;
- iii. To clarify or explain the provisions of this Master Deed or its exhibits;
- iv. 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 Premises;
- v. To create, grant, make, define, or limit easements affecting the Condominium Premises;
- vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;
- vii. To terminate or eliminate reference to any right which Developer has reserved to itself herein; and



viii. To make alterations described in this Master Deed, even if the number of Units in the Condominium would thereby be increased or reduced.

Amendments of the type described in this Subsection 7.1(d) may be made by the Developer without the consent of 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.

(e) *Costs and Expenses; Notice.* 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 prescribed majority of Co-Owners and mortgagees, the costs of which are expenses of administration. The Co-Owners and mortgagees of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

(f) *Developer Consent Required.* Articles II, IV, V, VI, VII, VIII, IX, X, XI, and XII shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer, so long as the Developer continues to offer any Unit in the Condominium for sale or so long as there remains any Unit that may be created. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Condominium shall be perpetual and cannot be amended.

(g) *Genoa Charter Township Consent Required.* No amendment of this Master Deed or the Condominium Documents may be made without the prior written consent of the Township, if such amendment would affect a right of the Township set forth or reserved with in this Master Deed or in the Condominium Documents.

*Section 7.2 Termination.* If there is a Co-Owner other than the Developer, the Condominium may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and mortgagees, as follows:

(a) *Execution of Agreement.* Agreement of the required number of Co-Owners and mortgagees to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(b) *Ownership of Condominium.* Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their Condominium Percentage of Value immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Unit.

(c) *Notice of Termination.* Notification of termination by first class mail shall be made to all parties interested in the Condominium, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds.

**ARTICLE VIII  
DEVELOPER'S RIGHT TO USE FACILITIES**

The Developer, its agents, representatives, employees, successors, and assigns may, at all times that Developer continues to own any Units, maintain offices; model Units, parking, storage areas, and other facilities within the Condominium; and engage in such other acts as it deems necessary to facilitate the development and sale of the Condominium. Developer shall have such access to, from, and over the Condominium as may be reasonable to enable the development and sale of Units in the Condominium. In connection therewith Developer shall have full and free access to all Common Elements and unsold Units.

**ARTICLE IX  
CONTRACTIBILITY OF CONDOMINIUM**

*Section 9.1 Limit of Unit Contraction.* The Project established by this Master Deed consists of 25 Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developer's sole discretion.

*Section 9.2 Withdrawal of Land.* The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article II. However, no Unit that has been sold or is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section 9.2, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

*Section 9.3 Contraction Not Mandatory.* There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

*Section 9.4 Amendments to the Master Deed.* A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed which will not require the consent or approval of any Co-Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Article V to preserve a total value of 100 percent for the entire

Project resulting from any amendment.

*Section 9.5 Additional Provisions.* Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

## **ARTICLE X MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS**

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Condominium and other Common Elements may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units and its/their appurtenant Appurtenances or other Common Elements shall be promptly reflected in duly recorded amendment or amendments to this Master Deed.

*Section 10.1 Modification of Units and Common Elements.* The Developer may, in its sole discretion and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the Township, whose written consent must be obtained, modify the size, location, or configuration of Units or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust Percentages of Value for all Units in a manner that gives reasonable recognition to such Unit modifications or Limited Common Element modifications based upon the method by which Percentages of Value were originally determined for the Condominium. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing Units that Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

*Section 10.2 Relocation of Boundaries of Units or Common Elements.* Subject to the written approval of the Township, the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or

Appurtenances 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 its assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or Appurtenances, the amendment shall identify the relocated Unit(s) and/or Appurtenances by Unit number(s) and, when appropriate, the Percentage of Value as set forth herein for the Unit(s) and/or Appurtenances that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Condominium following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units that the Developer determines are necessary in connection with any such amendment. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

*Section 10.3 Limited Common Elements.* Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X, or for other purposes.

## **ARTICLE XI CONVERTIBLE AREAS**

Notwithstanding any other provision in this Master Deed or the Bylaws, Developer retains and may exercise its right of convertibility in accordance with Section 31 of the Act, any applicable local ordinances and regulations, and this Article XI; such changes in the affected Units and/or Common Elements shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the Township. Subject to approval of the Township, Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-Owner or any mortgagee of any Unit to do the following:

*Section 11.1 Designation of Convertible Areas.* All Units and Common Element areas are hereby designated as “Convertible Areas” within which: (a) the individual Units may be expanded or reduced in size, otherwise modified, and/or relocated; (b) Common Elements may be constructed, expanded, or reduced in size, otherwise modified, and/or relocated. Only the



Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the Township.

*Section 11.2 The Developer's Right to Modify Units and/or Common Elements.* The Developer reserves the right in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, add, extend, diminish, delete, and/or relocate Units, and to construct private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Units in such areas as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and/or amenities that may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

*Section 11.3 Additional Amenities.* The Developer may, in its sole discretion, construct various amenities including, but not limited to, pedestrian paths, lighting systems, gazebos, picnic areas, or other related or similar amenities (hereinafter called the "Amenities") and hereby reserves the right to do so anywhere within the General Common Element area described on the Condominium Subdivision Plan. Developer shall pay the costs of such amenities, if constructed pursuant to its sole election. Upon inclusion of the same in the Condominium, all Co-Owners and all future Co-Owners shall thereafter contribute to the maintenance, repair, and replacement of the Amenities as an expense of administration of the Condominium and the maintenance, repair, and replacement thereof shall be the responsibility of the Association at its expense. Developer has no obligation to construct any Amenities or include the same in the Condominium except pursuant to its absolute discretionary election to do so. Final determination of the design, layout, and location of any such Amenities, if constructed, will be at the sole discretion of the Developer. After the expiration of the Construction and Sales Period, the foregoing convertibility rights may be exercised by the Association pursuant to the affirmative vote of two-thirds (2/3) of all Co-Owners, which shall bind all Co-Owners to contribute equally to the costs of installation, maintenance, repair, and replacement of any Amenities that may be installed

*Section 11.4 Developer's Right to Grant Specific Right of Convertibility.* The Developer shall have the authority to assign to the Co-Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer

*Section 11.5 Compatibility of Improvements.* All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion

*Section 11.6 Amendment of Master Deed.* The exercise of rights of modification and/or

convertibility in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its assigns. The Developer shall be obligated to amend the Condominium Subdivision Plan to show all changes in the Units resulting from exercise of convertibility rights pursuant to this Article XI. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Unit is ultimately recorded as required by the Act and this Master Deed.

*Section 11.7 Redefinition of Common Elements.* Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the modified Units, dwellings and appurtenances being included in the Project under this Article XI. In connection with any such amendments, the 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 XI. In the event a Co-Owner exercises the right of convertibility described herein subsequent to Developer's final recording of a Consolidating Master Deed or other final amendment to the Master Deed, such Co-Owner shall be responsible, at his expense, to cause the Association to prepare and record an amendment to the Master Deed depicting such changes made by Co-Owner to the Unit and/or Common Elements

*Section 11.8 Consent of Interested Persons.* 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 proposed by the Developer to effectuate the purposes of this Article XI. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected 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 XII ASSIGNMENT**

Subject to the provisions of any land contract or mortgage, 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, proposed action, or any other matter or thing, may be assigned by the Developer to and be assumed by any other entity or the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

## **ARTICLE XIII SEVERABILITY**

If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

**ARTICLE XIV  
CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

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

**CHESTNUT DEVELOPMENT, L.L.C.**

\_\_\_\_\_  
**By: Steven J. Gronow  
Its: Managing Member**

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of said company.

\_\_\_\_\_  
Catherine A. Riesterer, Notary Public  
Livingston County, Michigan  
My Commission Expires: 4/6/2021

**DRAFTED BY AND WHEN RECORDED RETURN TO:  
Catherine A. Riesterer  
COOPER & RIESTERER, PLC  
7900 Grand River Road  
Brighton, MI 48114  
810-227-3103**

EXHIBIT A

CONDOMINIUM BYLAWS

CHESTNUT SPRINGS SITE CONDOMINIUM  
ASSOCIATION



## **CONDOMINIUM BYLAWS**

### **CHESTNUT SPRINGS SITE CONDOMINIUM ASSOCIATION**

#### **ARTICLE I ASSOCIATION OF CO-OWNERS**

*Section 1.1 Formation; Membership.* Chestnut Springs Site Condominium (sometimes referred to herein as “Condominium Project”), a residential Condominium Project located in Genoa Township, Livingston County, Michigan, shall be administered by the Chestnut Springs Site Condominium Association, which shall be a non-profit corporation, hereinafter called the “Association,” organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration, and replacement, unless otherwise specified), 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 Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as “Members” in these Bylaws. A Co-Owner’s share of the Association’s funds and assets cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers, and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

*Section 1.2 Definitions.* Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deed or the Act unless the context dictates otherwise.

*Section 1.3 Conflicts of Terms and Provisions.* In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

#### **ARTICLE II ASSESSMENTS**

*Section 2.1 Assessments Against Units and Co-Owners.* All expenses arising from the management, administration, and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof in accordance with the

provisions of this Article II. The Co-Owner of Unit 25, however, shall have a different assessment than the other Co-Owners, as the Co-Owner of Unit 25 shall be required to share equally in all assessments against units and co-owners except for landscaping described in Section 4.1 General Common Elements (a) as "...and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project" of the Master Deed as well as section 4.1 (h) of the Master Deed..

*Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association.* All costs incurred by the Association to satisfy any liability or obligation arising from, 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 Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

*Section 2.3 Determination of Assessments.* Assessments shall be determined in accordance with the following provisions:

(a) *Budget.* The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 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 non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management; (2) to provide for maintenance of existing Common Elements; (3) to provide additions, restoration, renovation, and replacement to the Common Elements not exceeding \$5,000.00 annually for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for

repair, restoration, renovation, and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. 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 its Members and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$5,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.7 below; or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) Remedial Assessments. If any Co-Owner fails to provide proper maintenance of any Limited Common Element that is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole or the safety, health, or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the Unit, and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed or these Bylaws to maintain such Unit. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

(d) Working Capital Contribution. Any Co-Owner who acquires a Unit from the Developer shall pay to the Association, on the date said Unit is conveyed to the Co-Owner, an amount equal to the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Association's working capital account.

(e) Limitations on Assessments for Litigation. The Board of Directors shall not have the authority under this Section 2.3 or any other provision of these Bylaws or the Master Deed to levy any assessment or to incur any expense or legal fees with respect to any litigation without the prior approval, by affirmative vote, of not less than two-thirds (2/3) of all Co-Owners entitled to vote. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owner by Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against the Developer, whether by arbitration, judicial proceeding, or otherwise.

*Section 2.4 Apportionment of Assessments and Penalty for Default.* Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-Owners to cover management, maintenance, operation, and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective Percentages of Value allocated to each Co-Owner's Unit in Article V of the Master Deed. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the 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. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement of payment) relating to his Unit, which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

*Section 2.5 Waiver of Use or Abandonment of Units.* No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

*Section 2.6 Liens for Unpaid Assessments.* The sums assessed by the Association that remain unpaid, including, but not limited to, regular assessments, special assessments, fines, and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine, or law charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges that the Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

*Section 2.7 Enforcement.*

(a) *Remedies.* In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-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 until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of



ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon or in the appurtenant Limited Common Element(s). In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) *Notices of Action.* Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisements until the expiration of 10 days after mailing, by first class mail, postage prepaid, and addressed to the delinquent Co-Owner at his last known address, of a written notice that one or more assessment installments 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 from 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 fees, and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) *Expenses of Collection.* The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees),

and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

*Section 2.8 Liability of Mortgagees.* Notwithstanding any other provisions of the Condominium Documents, the lien 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, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or against the mortgaged Unit that accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units, including the mortgaged Unit).

*Section 2.9 Developer's Responsibility for Assessments.* The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments except with respect to Units owned by the Developer that contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Genoa Charter Township and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association (excluding reserves) for utility maintenance, landscaping, sign lighting, and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements, or other special assessments except with respect to Units that are owned by the Developer that contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

*Section 2.10 Property Taxes and Special Assessments.* All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

*Section 2.11 Personal Property Tax Assessment of Association Property.* The Association shall be assessed as the person or entity in possession of any tangible personal property of the

Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

*Section 2.12 Construction Liens.* 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.

*Section 2.13 Statement as to Unpaid Assessments.* The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. 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 identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be 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 sale proceeds thereof, which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded pursuant to Section 2.7, have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

### **ARTICLE III ARBITRATION**

*Section 3.1 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 Co-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.

*Section 3.2 Judicial Relief.* In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims, or grievances.

*Section 3.3 Election of Remedies.* The election and written consent by the disputing parties to submit any dispute, claim, or grievance to arbitration shall preclude such parties from thereafter

litigating such dispute, claim, or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner described in Section 144 of the Act.

#### **ARTICLE IV INSURANCE**

*Section 4.1 Extent of Coverage.* The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief coverage, and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion); officers' and directors liability insurance and workmen's compensation insurance, if applicable; and other insurance the Association may deem applicable, desirable, or necessary pertinent to the ownership, use, and maintenance of the General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

(a) *Responsibilities of the Association.* All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, the Co-Owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-Owners.

(b) *Insurance of Common Elements.* All General 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 foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

(d) *Proceeds of Insurance Policies.* Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees, as their interest may appear, provided, however, whenever repair, restoration, or replacement of any part of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring same shall be retained by the Association and applied for such repair, restoration, or replacement, as applicable.

*Section 4.2 Authority of Association to Settle Insurance Claims.* Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief coverage, liability insurance, and workman's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to



collect and remit premiums thereunder, to collect insurance proceeds, and to distribute the same to the Association, the Co-Owners, and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs, restoration, or replacement, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

*Section 4.3 Co-Owner Responsibilities.* Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto, and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to provide such insurance. In addition, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit and any other appurtenant Limited Common Elements, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-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 Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner, and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit, which may be collected in the same manner that assessments may be collected Under Article II of these Bylaws.

*Section 4.4 Waiver of Subrogation.* The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

*Section 4.5 Indemnification.* Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer, and the Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer, or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

**ARTICLE V**  
**MAINTENANCE, RECONSTRUCTION, OR REPAIR**

*Section 5.1 Co-Owner Responsibility for Maintenance.* Each Co-Owner shall be responsible for all maintenance of the dwelling, driveway, and all personal property within his Unit. If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit adversely affects the appearance of the Condominium Project, the Co-Owner shall proceed to remove, repair, or replace the damaged property without delay.

*Section 5.2 Association Responsibility for Maintenance.* The Association shall be responsible for the maintenance of the Common Elements unless otherwise provided for in Section 4.3 of the Master Deed or these Bylaws. Immediately following a casualty to property for which the Association has such maintenance responsibility, the Association shall obtain reliable and detailed cost estimates to repair, restore, or replace, as applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration, or replacement, or if at any time during such repair, restoration, or replacement, or upon completion of such repair, restoration, or replacement, there are insufficient funds for the payment of such repair, restoration, or replacement, the Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration, or replacement of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

*Section 5.3 Timely Repair, Restoration, or Replacement.* If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore, or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within 6 months from the date upon which the property damage occurred.

*Section 5.4 Eminent Domain.* Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) *Taking of a Unit or Related Improvements.* In the event all or a portion of a Unit are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) *Taking of Common Elements.* If there is a taking of any portion of the General Common Elements, the condemnation process relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-Owners representing greater than 50% of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose,

the Association is directed to repair, restore, or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration, or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed, the Master Deed amended accordingly, and, if any Unit shall have been taken, in whole or part, 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 Units, based upon the continuing value of the Condominium Project being 100%. Such amendment may be affected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee, or other person

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements 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 shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000.00 in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds \$1,000.00.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

## **ARTICLE VI MORTGAGES**

Section 6.1 Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such

information in a book entitled “Mortgages of Units.” The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

*Section 6.2 Insurance.* The Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium Project against fire, perils covered by extended coverage, and vandalism and malicious mischief coverage, and the amounts of such coverage.

*Section 6.3 Notification of Meetings.* Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

## **ARTICLE VII VOTING**

*Section 7.1 Vote.* Except as otherwise specified in those Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned.

*Section 7.2 Eligibility to Vote.* No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-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 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 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 and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

*Section 7.3 Designation of Voting Representative.* Each Co-Owner shall file with the Association a written notice 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 the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm corporation, partnership, association, trust, or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be



charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s), and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

*Section 7.4 Quorum.* The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners 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 said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

*Section 7.5 Voting.* Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

*Section 7.6 Majority.* When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws, or the Act.

## **ARTICLE VIII MEETINGS**

*Section 8.1 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 Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure that are not in conflict with the Condominium Documents or the laws of the State of Michigan.

*Section 8.2 First Annual Meeting.* The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting 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. The date, time, and place of such meeting

shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

*Section 8.3 Annual Meetings.* Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

*Section 8.4 Special Meeting.* The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing one-third (1/3) of the votes of all Co-Owners qualified to vote. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

*Section 8.5 Notice of Meetings.* The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-Owner of record or, if applicable, a Co-Owner's individual representative with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days, but not more than 60 days, prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

*Section 8.6 Adjournment.* If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

*Section 8.7 Action Without Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice, and without a vote if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice, and without a vote if a written consent setting forth the actions so taken is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

*Section 8.8 Electronic Participation in a Meeting.* A Co-Owner may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other if such option is available. If there is a cost to this option, the Co-Owner(s) utilizing this option shall bear the cost. Participation in a meeting pursuant to this Section 8.8 constitutes presence at the meeting.

## **ARTICLE IX ADVISORY COMMITTEE**

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Condominium Project or within 120 days following the conveyance to non-Developer Co-Owners of one-third (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 three non-Developer Co-Owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace, at its discretion, any member of the Advisory Committee.

## **ARTICLE X BOARD OF DIRECTORS**

*Section 10.1 Number and Qualification of Directors.* The Board of Directors shall initially be comprised of three Directors. At such time as the non-Developer Co-Owners are entitled to elect two members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three to five persons. At such time as the Board of Directors is increased in size to five persons, all Directors must be Co-Owners (or officers, partners, trustees, or employees of Co-Owners that are entities). In the event that the Association cannot locate five Co-Owners who are willing to serve as Directors, the Board may operate with less than five persons, and such reduced size shall not affect the validity of any decision made by the Board.

*Section 10.2 Election of Directors.*

(a) First Board of Directors. Until such time as the non-Developer Co-Owners are entitled to elect one of the members of the Board of Directors, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) Appointment of Non-Developer Co-Owners to Board Prior to First Annual Meeting. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 25% of the Units that may be created, one member of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 50% of the Units that may be created, the Board of Directors shall be increased to five Members and two of the five Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7, he resigns, or he becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting

(i) Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 75% of the Units that may be created, the non-developer Co-Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director so long as the Developer owns and offers for sale at least 10% of the Units in the Condominium Project or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-Owners shall promptly be 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 elapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units that are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.



(iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, 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 one director as provided in subsection (c)(i), above.

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, three Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

*Section 10.3 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 specifically required to be exercised and done by the Co-Owners.

*Section 10.4 Specific Powers and Duties.* In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
- (b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair 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 Project 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 the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations for the General Common Elements.

(I) To establish such committees as the Board of Directors deems necessary, convenient, or desirable, and to appoint persons thereto for the purpose of implementing the administration of the Condominium Project and to delegate to such committees any functions or responsibilities that are not by law or the Condominium Documents required to be exclusively performed by the Board.

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

*Section 10.5 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 a 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 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers that are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

*Section 10.6 Vacancies.* Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners 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 Association. Vacancies among non-Developer Co-Owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

*Section 10.7 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 elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-

Owner 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. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

*Section 10.8 First Meeting.* The first meeting of the elected Board of Directors shall be held within 10 days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

*Section 10.9 Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Association. 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.

*Section 10.10 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 on the written request of two or more Directors.

*Section 10.11 Quorum and Required Vote of Board of Directors.* At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed, or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

*Section 10.12 Consent in Lieu of Meeting.* Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

*Section 10.13 Electronic Participation in a Meeting.* A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

*Section 10.14 Fidelity Bonds.* The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

*Section 10.15 Compensation.* The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent 60% or more of the total votes of all Co-Owners qualified to vote.

## **ARTICLE XI OFFICERS**

*Section 11.1 Selection of Officers.* The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary, and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees, and agents as the Board shall deem necessary, which officers, employees, and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of president and vice-president, may be held by one person who may also be a Director. An officer shall be a Co-Owner (or shareholder, officer, director, employee, or partner of a Co-Owner that is an entity).

*Section 11.2 Term, Removal, and Vacancies.* Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

*Section 11.3 President.* The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President 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, subject to Section 11.1 above.

*Section 11.4 Vice President.* The Vice President shall take the place of the President and 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 do so 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.

*Section 11.5 Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners 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.



*Section 11.6 Treasurer.* The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

## **ARTICLE XII 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 thereon the name of the Association, the word “corporate seal,” and the word “Michigan.”

## **ARTICLE XIII FINANCE**

*Section 13.1 Records.* The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit, unless the annual revenues of the Association exceed \$20,000. In the event the annual revenues of the Association exceed \$20,000, then the annual audit shall be performed by a certified public accountant unless a majority of the Members vote to opt out of this requirement. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association’s fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

*Section 13.2 Fiscal Year.* The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association’s fiscal year may be changed by the Board of Directors in its discretion.

*Section 11.3 Bank Accounts.* The Association’s funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts, and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association’s funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the

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

## **ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS**

*Section 14.1 Third Party Actions.* To the fullest extent permitted by the Michigan Non-Profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines, and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be not opposed to the best interests of the Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

*Section 14.2 Actions in the Right of the Association.* To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court shall deem proper.

*Section 14.3 Insurance.* The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent against any liability

asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

*Section 14.4 Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

*Section 14.5 Determination that Indemnification is Proper.* Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit, or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit, or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

*Section 14.6 Expense Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as provided in Section 14.4 above, upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association.

At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

*Section 14.7 Former Representatives, Officers, Employees, or Agents.* The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee, or agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

*Section 14.8 Changes in Michigan Law.* In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

## **ARTICLE XV AMENDMENTS**

*Section 15.1 By Developer.* In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee, or any other person, amend those Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

*Section 15.2 Proposal.* Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of Directors or may be proposed by 1/3 or more in number of the Co-Owners by a written instrument signed by the applicable Co-Owners. No amendment to these Bylaws may be proposed or passed that would alter the exclusive rights and exclusions granted to Unit 25 within these Bylaws without the express written consent of the Owner of Unit 25.

*Section 15.3 Meeting.* If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

*Section 15.4 Voting.* These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. 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 all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the



contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

*Section 15.5 Effective Date of Amendment.* No amendment of these Bylaws may be made without the prior written consent of the Township, if such amendment would affect a right of the Township set forth or reserved with in these By-Laws, in the Master Deed or in the Condominium Documents. Any amendment to the Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

*Section 15.6 Binding Effect.* A copy of each amendment to the Bylaws shall be furnished to every member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XVI COMPLIANCE**

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

## **ARTICLE XVII REMEDIES FOR DEFAULT**

Any default by a Co-Owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

*Section 17.1 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 limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

*Section 17.2 Recovery of Costs.* In any legal proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees. In addition, in the event of a default that does not result in a legal proceeding, the Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

*Section 17.3 Removal and Abatement.* The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

*Section 17.4 Assessment of Fines.* The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation, or \$100.00 for any subsequent violation. No greater fine may be assessed unless rules and regulations establishing such increased fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.3 of these Bylaws. Fines may be assessed only upon notice to the offending Co-Owner and an opportunity for such Co-Owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

*Section 17.5 Non-waiver of Rights.* The failure of the Association or of any Co-Owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant, or condition in the future.

*Section 17.6 Cumulative Rights, Remedies, and Privileges.* All rights, remedies, and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies 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 under the Condominium Documents or at law or in equity.

*Section 17.7 Enforcement of Provisions of Condominium Documents.* A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XVIII  
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, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to 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 and expiration of any real property rights granted or reserved to the Developer or its successors 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 the instruments, documents, or agreements that created or reserved such property rights.

**ARTICLE XIX  
SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity 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 XX  
RESTRICTIONS**

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

*Section 20.1 Residential Use.* No Unit in the Condominium shall be used for other than single family residence purposes. No structure shall be erected, altered, placed or permitted to remain on any Unit other than one (1) single family dwelling with attached garage and deck. All other accessory structures, storage buildings, detached garages, sheds, tents, shacks, and temporary structures are prohibited and shall not be erected, placed, or permitted to remain upon any Unit, unless approved by the Association as further provided in this Master Deed. Temporary buildings may be constructed within a Unit during the construction of a permanent dwelling, provided that the temporary structures shall be removed from the Unit upon enclosure of the dwelling. No old

or used structures shall be placed upon any Unit or anywhere within the Condominium Project. There shall be no oil or gas exploration conducted upon the Condominium Premises, including, but not limited to, the following activities: mining, drilling, laying, or maintaining of pipelines (other than utility pipelines installed to serve residential consumers).

*Section 20.2 Drinking Water.* Water sampling has disclosed the presence of chloride above natural background levels and the source is believed to be from the Oak Pointe Wastewater Treatment Plant that is no longer discharging to groundwater and has not since 2015. Current drinking water criteria for chloride is aesthetic based, chloride concentrations in excess of the drinking water criteria can give rise to a detectable salty taste in water. Chloride also increases the electrical conductivity of the water and thus can increase its corrosiveness. Each home will be served by a private well as the source of water, and each home shall have a reverse osmosis unit that serves both the kitchen sink and kitchen refrigerator ice-maker installed at the cost of the Developer. Genoa Charter Township shall provide once each calendar year a filter for the reverse osmosis unit if chloride exceeds the drinking water criteria and will continue to do so until such time that chloride is below the State's acceptable drinking water criteria. Genoa Charter Township may request access to the Unit to collect an unsoftened raw water sample from the residence and to request a water sample from the reverse osmosis within the house on an annual basis to verify that the reverse osmosis system is working. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage disposal system.

*Section 20.3 Leasing and Rental.*

(a) Right to Lease. A Co-Owner may lease or sell his or her Unit for the same purposes set forth in Section 20.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium, and no tenant shall be permitted to occupy the Unit except under a lease, the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements, and occupancy arrangements shall incorporate or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form 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 form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner or Developer 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.

(2) 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.

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

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

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

(iii) 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 Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-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 Co-Owner liable for any damages to the General Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do 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 Co-Owner to the Association, then the Association may do the following:

(i) 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.

(ii) Initiate proceedings pursuant to subsection (3)(iii).

*Section 20.4 Architectural Control.* No dwelling, structure, landscaping or other improvement of any nature shall be constructed or installed within a Condominium Unit, or elsewhere within the Condominium Project, nor shall any material exterior modification be made



to any existing building, structure, or improvement, unless architectural plans (including elevations) and specifications therefor, together with site plans, and building materials and containing such other details as the Developer may require, have first been approved in writing by the Developer. Construction of any building or other improvement must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse or to approve any such plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium Project as a whole. The Developer shall act upon any such application for approval of plans within 30 days after receipt of such plans and specifications by it. If Developer fails to respond to any such plan approval application within 30 days after receipt, the plan(s) submitted shall be deemed approved. The Developer shall have the exclusive right of approval under this Section 20.3 throughout the entire Construction and Sales Period although it may, if it so elects, establish an architectural committee solely for advisory purposes. Any modifications or improvements which obtain the required approval of the Developer and/or the Association shall always be made strictly in accordance with all requirements of the ordinances of the Township and any other public agency having jurisdiction, and any Co-Owner failing to obtain any required permits and approvals from pertinent public agencies shall indemnify the Association against all expense or damage which it may incur as a result thereof. Approved construction, once begun, shall proceed promptly and shall be completed within a reasonable time and each Co-Owner shall be duly diligent in pursuance of this requirement. Each Co-Owner shall obtain a certificate of occupancy for his or her residence within one year after commencement, and, notwithstanding issuance of such certificate, no residence shall be left in an incomplete state on the exterior for longer than a year after construction begins.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-Owners (except as the Developer may make exceptions hereto under these Bylaws). Developer's rights under this Section 20.3 may, in Developer's sole discretion, be assigned to the Association or other successor to Developer, either during or after the conclusion of the Construction and Sales Period.

*Section 20.5 Alterations and Modification of Units and Common Elements.* No Co-Owner shall make structural alterations, modifications, or changes to the exteriors of any structures constructed within any of the Units (as opposed to the interior of the dwelling located within the Unit), or to any of the General or Limited Common Elements without the express written approval of the Board of Directors (and the Developer during the Construction and Sales Period), which approvals shall not be unreasonably withheld (but may be reasonably conditioned) including, without limitation, the erection of antennas of any sort (including dish antennas), aerials, awnings, flag poles, or other exterior attachments or modifications. The policies, procedures, practices, rules, and regulations adopted by the Developer and the Association from time to time with respect to antennae of all sorts may be as restrictive as permitted by the communications laws and regulations of the United States and the State of Michigan concerning, for example, but not by way of limitation, size, location, color, numbers, and all other appearance and functional characteristics

which impact neighborhood aesthetics and harmony. The Developer and/or the Association may establish policies or adopt rules and regulations from time to time which observe applicable federal communications laws, but which are designed to limit dish antennas or similar devices to the greatest extent possible for aesthetic reasons. No outbuildings, sheds, above-ground pools, boundary fences or walls, swing sets, or playground equipment shall be permitted under any circumstances. No attachment, appliance, or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or another Unit, or any element which affects an Association responsibility in any way.

*Section 20.6 Activities.* No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices. Migratory birds and fowl in a state of nature shall not be killed or injured by any person. No pesticides, fertilizers, or other chemical agents generally considered harmful to animal and vegetable life shall be used within the Condominium.

*Section 20.7 Animals.* Co-Owners may maintain a maximum of three common domestic pets. No other pets or animals shall be maintained by any Co-Owner unless specifically approved in writing by the Association, which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. All animals kept within the Condominium Premises shall be maintained in strict accordance with Township requirements and each Co-Owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-Owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements or upon any Unit other than its owner's Unit, and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. Any dog runs or other pet enclosures shall be approved in accordance with Section 20.3. No savage or dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. No dog whose bark can be heard on an obnoxiously continuing

basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

*Section 20.8 Aesthetics.* The Common Elements and all Units 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. There shall be no burning of garbage, trash, or other waste (including lawn or yard clippings). All waste shall be kept in covered sanitary containers pending disposal. Trash receptacles shall be maintained in garages, utility rooms, basements, or other approved areas designated therefor at all times and shall not be permitted to remain elsewhere or anywhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-Owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. The Board of Directors shall engage a single trash collector at Association expense in order that trash collection occur on a uniform basis one day each week, at a minimum. All holiday decorations, including, but not limited to, Christmas lights, nativity scenes, pumpkin carve-outs, wreaths, inflatable decorations, and any other type of holiday decoration, no matter the holiday, shall be allowed on the Units, including on the dwelling, Appurtenances, and trees, for a time period of not more than 3 weeks before the particular holiday takes place and not more than 1 weeks after the particular holiday ends, subject to any rules and regulations imposed by the Association. The Developer and the Association shall be entitled to require that any and all holiday decorations installed in certain areas of Units be removed as shall be reasonable under the circumstances and compatible with the nature of the Project in general, in light of the fact that the Project is intended to be a first-class residential development, albeit of a suburban character.

*Section 20.9 Vehicles.* No house, trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Units unless they are stored within garages. The Developer shall have the right to make reasonable exceptions to this requirement and to impose conditions as to screening and limitation of visibility in connection therewith. All vehicles shall be parked in garages to the extent possible, and in no event shall more than two automobiles be parked in the driveway appurtenant to each Unit. Provided, however, that recreational vehicles may be visibly parked on a Unit for a period not to exceed 24 hours for purposes of loading, unloading and cleaning. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may make reasonable rules and regulations in implementation of this

Section including exceptions to garage storage requirements if other adequate screening is provided. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole, and to assure that all vehicles and recreational or construction type equipment are not to be visible from the roadway, other Units or the General Common Elements. Parking on private roads within the Condominium Premises shall be limited in accordance with any applicable ordinances of the Township and with such regulations as the Board may adopt. Any on street parking shall be limited to one side of the street.

*Section 20.10 Advertising and Signs.* No signs or other advertising devices or symbols of any kind shall be displayed which are visible from another Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer. After the Construction and Sales Period, one sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, shape, color, placement, and such other criteria as the Association may deem appropriate. All such permitted signs must be maintained in good condition and shall be removed immediately after termination of their immediate use. Garage sales shall be conducted, if at all, only in accordance with such uniform rules and regulations as may be prescribed by the Board of Directors, which shall have the authority to prohibit such sales entirely if deemed in the best interests of the Association. All signage shall comply with applicable ordinances of the Township.

*Section 20.11 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 Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations, and amendments thereto shall be furnished to all Co-Owners.

*Section 20.12 Right of Access of Association.* The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his or her Unit caused thereby. If an emergency does not prevail, then the Association shall not have the right to enter within any Unit without permission of the Co-Owner, which permission shall not be unreasonably withheld. This provision shall not be construed to permit access to the interiors of residences or other structures.

*Section 20.13 Maintenance of Yards and Lawns; Landscaping.*

(a) Landscaping and Yard Improvements. The Association shall be responsible for all landscaping within the Condominium Project and all areas within the required 25-

foot natural features setback from the edge of regulated wetlands (as discussed in Section 20.17 of these Bylaws), including with all Limited Common Elements but excepting the landscaping for Unit 25. No Co-Owner shall perform any landscaping or earth moving or plant any trees, shrubs, or flowers, place any ornamental materials, or install any fences or barriers of any kind upon the General Common Elements or within its particular Unit, other than the Co-Owner of Unit 25, without the prior written approval of the Association and, during the Construction and Sales Period, the Developer. Invisible style electronic pet fences shall generally be permitted with approval. In addition, Co-Owners may install up to three bird feeders within their Units, provided that no feeder exceeds 6 feet in height, and provided further that the placement of the feeders does not interfere in any way with grounds maintenance or general lawn mowing.

(b) Yards and Lawn Maintenance. The Association shall be responsible for all maintenance of the Yard Areas within the Units, excluding the Yard Area for Unit 25. No Co-Owner, other than the Co-Owner of Unit 25, shall perform any maintenance of its yard and lawn areas within its Units, including, but not limited to, mowing, weeding, fertilizing, repairing, watering, and aerating. The Association shall cause all yards and lawn areas to be well maintained and in keeping with such rules and regulations as may be promulgated from time to time by the Developer and the Association. The Developer and the Association shall be entitled to require that a well-maintained lawn be installed in certain areas of Units, except for Unit 25, as shall be reasonable under the circumstances and compatible with the nature of the Project in general, in light of the fact that the Project is intended to be a first-class residential development, albeit of a suburban character. At a minimum, the Association shall be required to install a lawn and otherwise reasonably landscape the Units, including installation of trees and shrubs, within 90 days (with reasonable extensions for inclement weather) after issuance of a certificate of occupancy with respect to any dwelling constructed within a Unit, unless the Developer decides, in its sole discretion, to install a lawn and otherwise reasonably landscape the Units. The Association's responsibility shall extend to maintaining the area in the General Common Element right-of-way lying between a Unit and the road pavement within the right-of-way. The Township and/or the Association may prescribe the nature and extent of fertilizers which may permissibly be used on the Units in the Condominium.

(c) Self-Maintained Garden. Notwithstanding the foregoing and subject to the approval of Developer during the Construction and Sales period and the Association otherwise, each Co-Owner shall be allowed to install and maintain a garden that is no larger than 100 square feet in size, so long that such garden is not installed within any required setback, including the natural features setback discussed in Section 20.17 of these Bylaws ("Garden Area"). The Co-Owner shall cause such garden to be well maintained and in keeping with such rules and regulations as may be promulgated from time to time by the Developer and the Association. The Developer may also specify time periods within which gardens shall be installed. Other than the requirement that the garden not be within any setbacks, the restrictions contained in this Section 20.13(c) shall not apply to Unit 25.



(d) Enforcement. If any of the provisions in this Section 20.21 are violated by the Co-Owner or his or her representatives or if there is a failure to comply, the Developer or Association may hire workmen and buy materials necessary to cure the violation and may charge the Co-Owner the actual expense incurred for such violations plus an administrative fee to cover the expenses attendant in correcting the damage resulting from the violation of these provisions and to help defray the extra expenses incurred by the Developer and the Association in undertaking the necessary repairs and the supervision of such repairs. The Developer and the Association shall also have available all remedies set forth in these Bylaws and under Michigan law, including the right to assess fines, the right to place a lien on the Unit, and such equitable relief as may be reasonable and appropriate.

*Section 20.14 Co-Owner Maintenance.* Each Co-Owner shall maintain his or her Unit for which he or she has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other Common Elements that are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, 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 Co-Owner shall bear the expense to the extent of the deductible amount). Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

*Section 20.15 Reserved Rights of Developer.*

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations which do not affect structural elements of any dwelling, unless plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, location and approximate cost of such structure or improvement of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer (subject, however, to the review and approval provisions of Section 20.3). The Developer shall have the right to refuse to approve any such plan or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium Project as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious

residential development and shall be binding upon both the Association and upon all Co-Owners.

(b) Developer's Rights in Furtherance of Construction and Sales. None of the restrictions contained in this Article XX shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, mobile trailer used as a sales office, advertising display signs, 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 Construction and Sales Period. Provided, however, that all signs are subject to Township review.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws.

*Section 20.16 Setbacks.* Each dwelling constructed in the Condominium Project shall be built within building setback or envelope lines as depicted on the Township-approved Condominium Subdivision Plan, which lines reflect the building setback requirements imposed by the Township zoning ordinances and site plan approval conditions, or within the 25-foot natural features setback described in Section 20.17 of these Bylaws. In certain instances, the Developer may require or impose more stringent standards than the setback requirements of the Township. There shall be no deviations from the foregoing except as specifically approved by the Township to any extent required by its ordinances and/or by the Developer (during the Construction and Sales Period and by the Association thereafter), as each individual case may require. The Developer shall not be subject to this provision except as Township approvals may be required for any deviations or variances from Township imposed minimums.

*Section 20.17 Non-Disturbance of Wetlands.* Certain portions of the land within the Condominium contain wetlands which are protected by federal and state law. Any disturbance of a wetland by depositing material in it, dredging or removing material from it or draining water from the wetland may be done only after a permit has been obtained from the Department of Environmental Quality or its administrative successor. The penalties specified in the applicable

laws are substantial. To avoid any possibility of violation of such laws and to preserve the inherent beauty and environmental quality of the wetlands for all Co-Owners, neither any Co-Owner nor the Association may disturb in any way (including by pedestrian traffic, chemical sprays or any other intrusion) any wetland depicted as such on the Condominium Subdivision Plan. Additionally, there shall be no construction or other disturbance of land or vegetation permitted within 25 feet of the boundary of any wetland as the wetland boundaries have been depicted on the Condominium Subdivision Plan which additional areas shall serve as protective buffers for all wetlands located within the Condominium.

*Section 20.18 Flags.* Subject to MCL 559.156a, each Co-Owner shall be allowed to place one (1) flag on the front facing, exterior portion of the Co-Owner's Unit. The flag shall only be a flag of the United States of America. No other flag of any kind may be flown on the exterior of the dwelling at any time without the prior written permission from the Association and, during the Construction and Sales Period, from the Developer. After the Construction and Sales Period, the flag may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, placement, and such other criteria as the Association may deem appropriate. All such permitted flags must be maintained in good condition.

*Section 20.19 Well and Septic System Requirements.* The wells and septic systems shall be located in the exact area as indicated on the approved preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites within this development un-buildable. If for any reason modifications to the originally approved septic areas are considered necessary a written request along with an application for soil evaluation and the associated fees shall be submitted to Livingston County Health Department for review and approvals. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will maintain a minimum of 50 ft. from the static water level to the top of the screen.

A 2000 sq. ft. to 3200 sq. ft. area has been designated on each Unit for the active and reserve sewage disposal systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both the active and reserve sewage systems, which meet all acceptable isolation distances. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage treatment uses. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

Prior to issuance of permits for Units 1, 2, 23, and 24, individual engineered site plans showing elevation and design specifications both proposed active and reserve septic areas along with house, well, and utility locations shall be submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after the septic areas have been prepared, the cost of the system may be higher than a typical conventional septic system. These units require the utilization of alternative technology and shall be designed by a registered professional engineer in conformance with "Livingston County Sanitary Code" and "Minimum Requirements for Alternative On-Site Sewage Treatment Systems" guidelines for the design and installation of alternative sewage treatment systems, dated October 21, 2016. The onsite sewage treatment systems for Units 6 & 9 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5

to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system. The onsite sewage treatment systems for Unit 5 will require the bottom of the stone bed to be no deeper than 1.5 ft. below the highest original grade; Unit 6 will require the bottom of the stone bed to be no deeper than 2 ft. below the highest original grade; Unit 8 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade. In addition Units 1, 2, 12, 15-20, and 22-25 will require an enlarged system due to the heavy soil structure witnessed on this unit. Please refer to the soil conditions on file at the Livingston County Health Department.

*Section 20.20 General.* The purpose of this Article XX is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon all Co-Owners. The Developer may, in the Developer's sole discretion, but subject to the Township's ordinances, and when necessary, obtaining a land use permit or the Township's approval, waive, at any time during the Construction and Sales Period, any part of the restrictions set forth in this Article XX due to unusual topographic, natural, or aesthetic considerations or other circumstances that the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article XX may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

**EXHIBIT "B" TO THE MASTER DEED OF**

**CHESTNUT SPRINGS**

**A SITE CONDOMINIUM**

GENOA TOWNSHIP, SECTIONS 33 & 34, T2N-R5E  
LIVINGSTON COUNTY, MICHIGAN

DRAWING INDEX

<u>NO.</u>	<u>TITLE</u>
1.	COVER SHEET
2.	SURVEY PLAN
3.	UNIT AND PERIMETER PLAN (UNITS 1-25)
4.	SITE AND UTILITY PLAN (UNITS 1-25)

DEVELOPER:



CHESTNUT DEVELOPMENT, LLC  
6253 GRAND RIVER AVE. SUITE 700  
BRIGHTON, MI 48114  
PHONE: 810.599.3984  
EMAIL: OFFICE@CHESTNUTDEV.COM

PREPARED BY:



LIVINGSTON ENGINEERING  
3300 S. OLD U.S. 23  
BRIGHTON, MI. 48114  
(810) 225-7100

LEGAL DESCRIPTION:

Part of the Southeast ¼ of Section 33 and the Southwest ¼ of Section 34, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the Southeast Corner of said Section 33, also being the Southwest Corner of said Section 34; thence along the South line of said Section 33, being the Hamburg-Genoa Township line, S 86°51'02" W, 1005.29 feet (previously surveyed as S 87°12'20" W); thence along the Easterly line of the Ann Arbor Railroad (66 foot wide), the following 4 courses on the arc of a curve left, 188.78 feet, said curve has a radius of 1233.00 feet, a central angle of 08°46'20" and a long chord which bears N 09°20'42" W, 188.59 feet (previously recorded as N 08°59'24" W); thence along the arc of a curve left, 300.68 feet, said curve has a radius of 1504.99 feet, a central angle of 11°26'49" and a long chord which bears N 19°27'17" W, 300.18 feet (previously surveyed as N 19°05'59" W); thence along the arc of a curve left, 184.66 feet, said curve has a radius of 9470.15 feet, a central angle of 01°07'02" and a long chord which bears N 25°44'13" W, 184.66 feet (previously surveyed as N 25°22'55" W); thence N 26°17'44" W 382.92 feet, (previously surveyed as N 25°56'26" W); thence along the centerline of centerline of Chilson Road (66 foot wide Right of Way), N 22°02'33" E, 363.80 feet (previously surveyed as N 22°23'51" E); thence along the North line of the South 1/2 of the Southeast ¼ of said Section 33, N 86°50'49" E, 1189.30 feet (previously surveyed as N 87°12'07" E); thence along the North line of the South 1/2 of the Southwest ¼ of said Section 34, N 86°41'47" E, 1028.59 feet (previously surveyed as N 87°03'05" E); thence along the East line of the West 30 acres of the Southwest ¼ of the Southwest ¼ of said Section 34, S 02°44'41" E, 1329.93 feet (previously surveyed as S 02°23'23" E); thence along the South line of said Section 34 and the Hamburg-Genoa Township line S 86°49'56" W, 1031.98 feet (previously surveyed as S 87°11'14" W to the Point of Beginning. Containing 67.12 acres, more or less and subject to the rights of the public over Chilson Road. Also subject to any other easements or restrictions of record.

ATTENTION: COUNTY REGISTER OF DEEDS

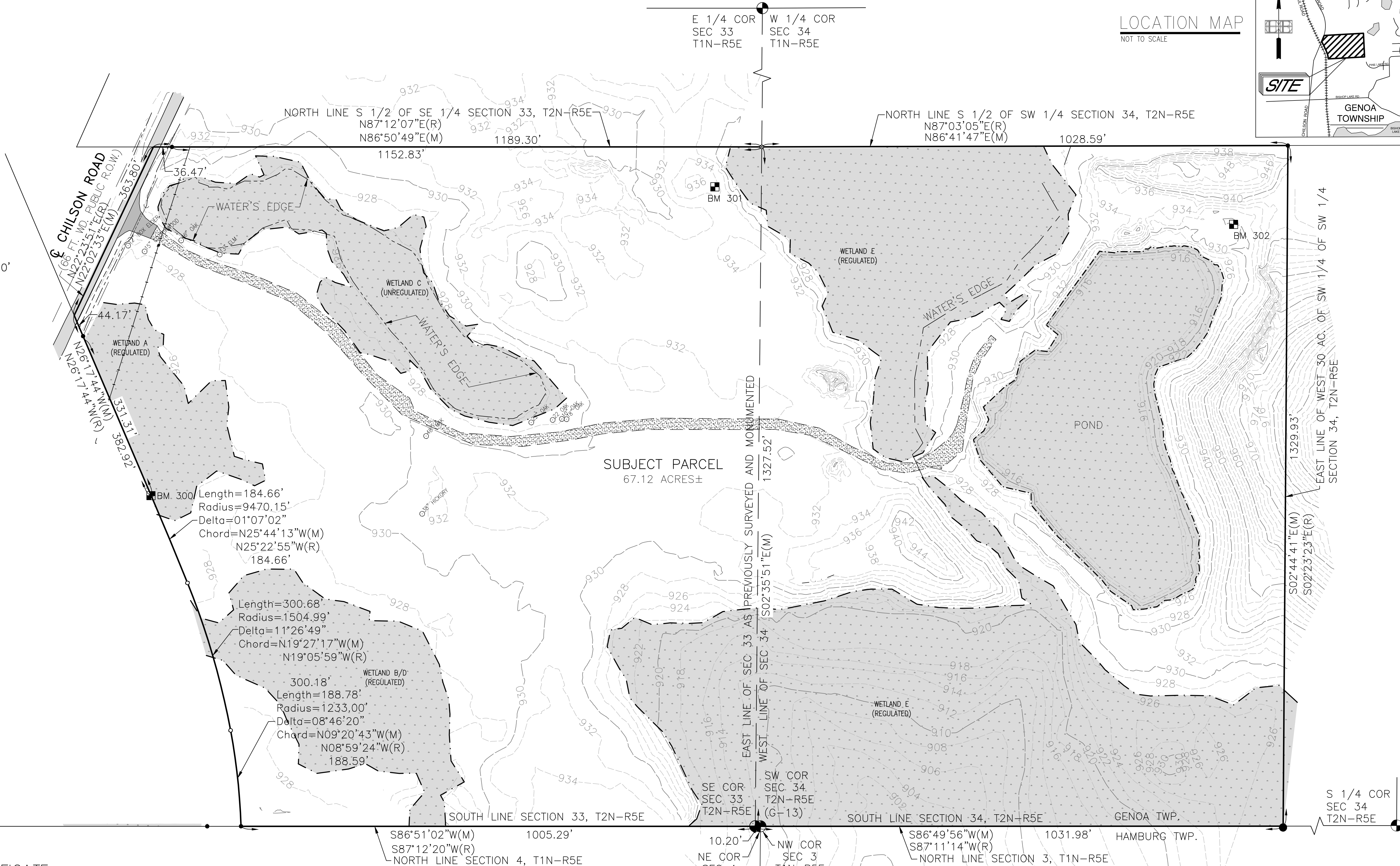
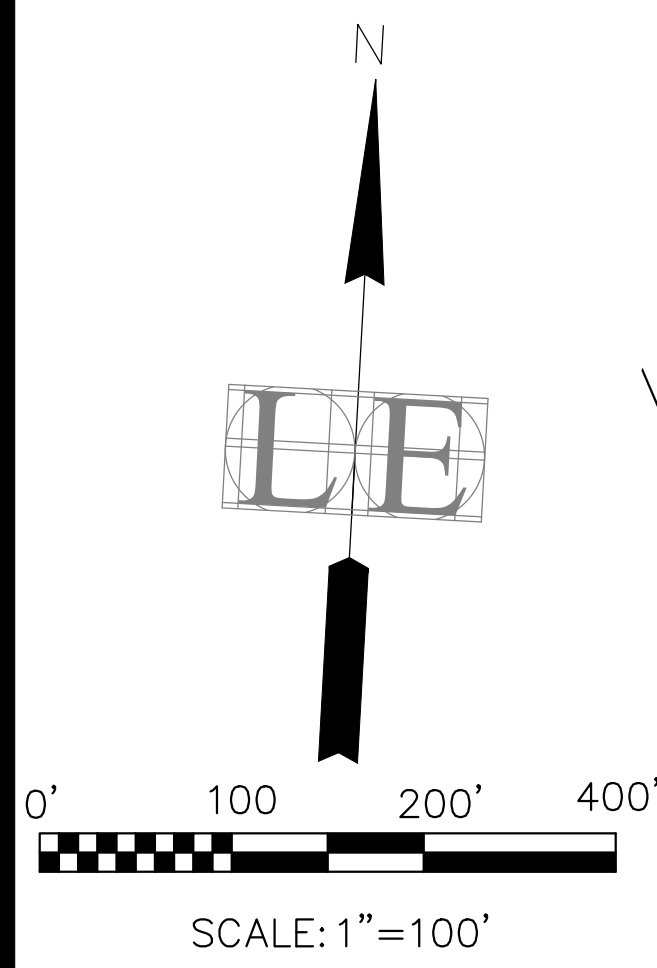
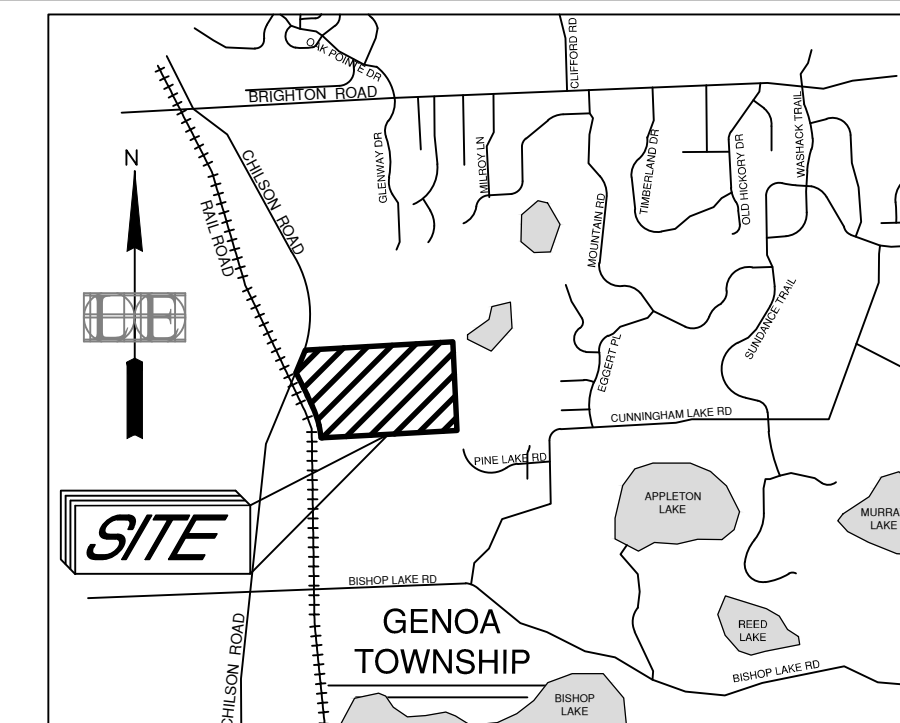
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

PROPOSED AS OF NOVEMBER 13, 2018



# SURVEY PLAN

LOCATION MAP  
NOT TO SCALE



**LE**  
LIVINGSTON  
ENGINEERING  
CIVIL ENGINEERING,  
SURVEYING, PLANNING  
3300 S. OLD US 23  
Brighton, MI 48114  
PHONE: (810) 225-7100  
FAX: (810) 225-7699  
http://www.livingstoneng.com

Project Title  
**CHESTNUT  
SPRINGS**

Sheet Title  
**SURVEY PLAN**

Client  
  
CHESTNUT DEVELOPMENT, LLC  
6253 GRAND RIVER AVE. SUITE 700  
BRIGHTON, MI 48114  
PHONE: 810.599.3984  
EMAIL: OFFICE@CHESTNUTDEV.COM

REVISIONS	DATE

Scale  
Vertical: \_\_\_\_\_  
Horizontal: **1"=100'**

Drawn **N. LEMONS**  
Checked \_\_\_\_\_  
Approved \_\_\_\_\_  
Date **10-25-2018**

Job no.  
**11216-2**

Sheet no.  
**2**

## SURVEYOR'S CERTIFICATE

I, WILLIAM R. STRUBBING, III, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_ AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND, BUT WILL BE PLACED WITHIN 1 YEAR OF THE RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

WILLIAM R. STREBBING, III, REGISTRATION NO. 51688  
LIVINGSTON ENGINEERING  
3300 S. OLD US 23 HWY.  
BRIGHTON, MICHIGAN 48114

## BENCHMARKS





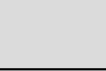
**BENCHMARK #300**  
FOUND IRON:  
±368 FT SE OF CHILSON RD  
ALONG THE RAILROAD ROW  
N: 370142.95'  
E: 13261141.39'  
ELEVATION= 924.70  
NAVD88 DATUM

**BENCHMARK #301**  
SET IRON:  
±78' SOUTH OF NORTH PROPERTY LINE &  
±91' WEST OF THE EAST LINE OF SECTION 33  
N: 370805.98'  
E: 13262209.08'  
ELEVATION= 931.33  
NAVD88 DATUM

**BENCHMARK #302**  
SET IRON:  
±154' SOUTH OF NORTH PROPERTY LINE &  
±105' WEST OF THE EAST PROPERTY LINE  
N: 370788.47'  
E: 13263225.57'  
ELEVATION= 930.43  
NAVD88 DATUM

- NOTES: 1. BEARINGS BASED ON GRID NORTH, MICHIGAN STATE PLANE COORDINATE SYSTEM, "SOUTH ZONE" BY RTK GPS OBSERVATIONS
2. SUBJECT PROPERTY LIES WITHIN ZONE "X", PER FEMA MAP 26093C0340D, DATED SEPTEMBER 17, 2008.

## LEGEND

-  SET MONUMENT
-  SECTION CORNER
-  BENCHMARK
-  WETLAND
-  WETLAND AREA

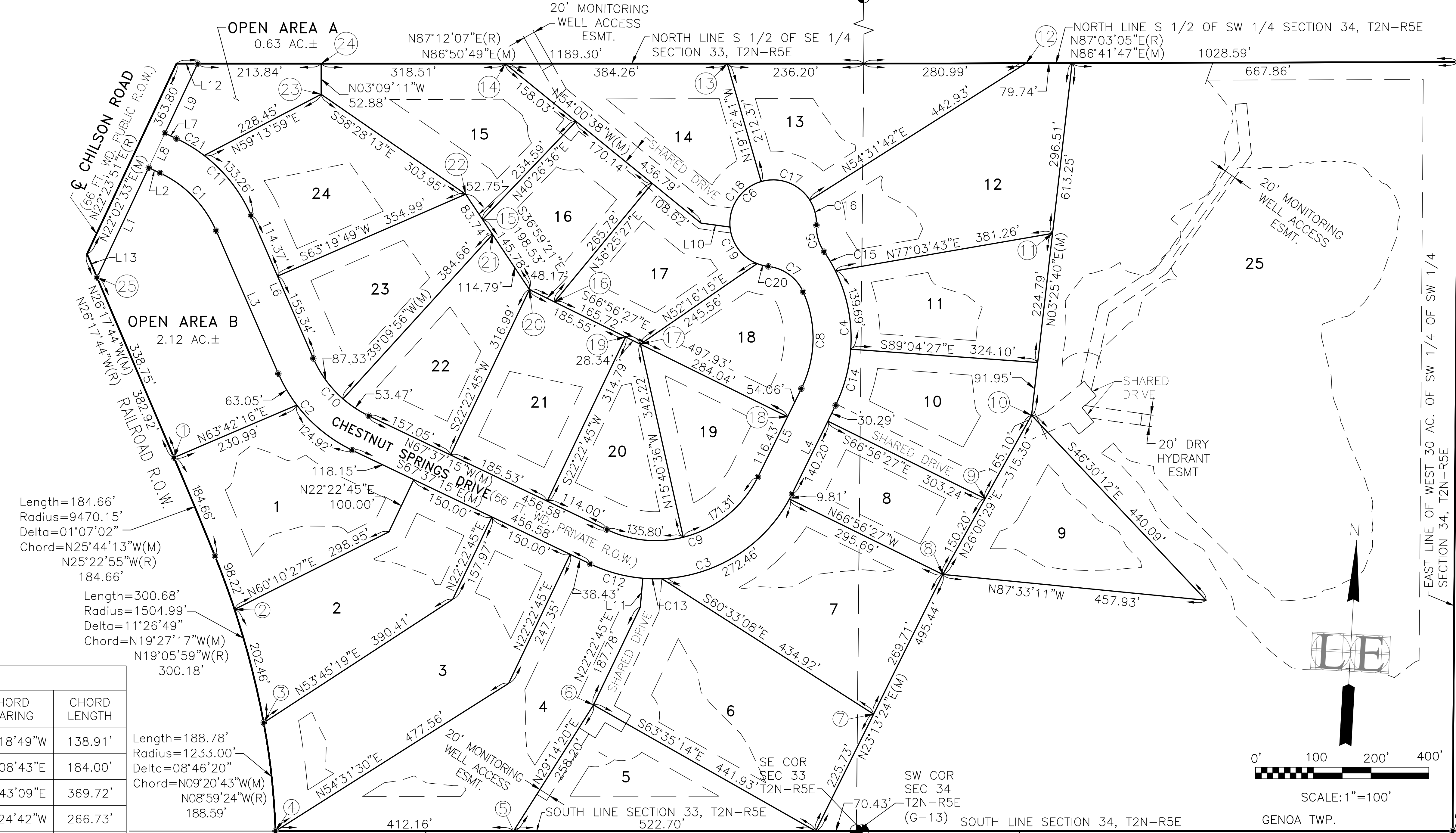
PROPOSED AS OF NOVEMBER 13, 2018



LIST OF COORDINATES		
NO.	NORTHING	EASTING
1	370142.9891	13261141.8789
2	369886.4564	13261260.9242
3	369693.6067	13261322.0445
4	369507.5196	13261352.6683
5	369530.1636	13261764.2010
6	369755.4674	13261890.3197
7	369766.3214	13262375.1261
8	370014.1754	13262481.4761
9	370149.1640	13262547.3378
10	370297.5461	13262619.7342
11	370613.7167	13262638.6723
12	370905.1000	13262576.7953
13	370875.9159	13262060.4290
14	370854.7802	13261676.7411
15	370583.3876	13261652.4304
16	370448.0787	13261784.4628
17	370383.1677	13261936.9453
18	370271.9143	13262198.2908
19	370394.2707	13261910.8633
20	370466.9462	13261740.1412
21	370558.6378	13261671.0735
22	370625.5203	13261620.6935
23	370784.4662	13261361.6194
24	370837.2613	13261358.7111
25	370446.6837	13260991.8130

# UNIT AND PERIMETER PLAN

E 1/4 COR SEC 33 T2N-R5E  
W 1/4 COR SEC 34 T2N-R5E



Length=184.66'  
Radius=9470.15'  
Delta=01°07'02"  
Chord=N25°44'13"W(M)  
N25°22'55"W(R)  
184.66'

Length=300.68'  
Radius=1504.99'  
Delta=11°26'49"  
Chord=N19°27'17"W(M)  
N19°05'59"W(R)  
300.18'

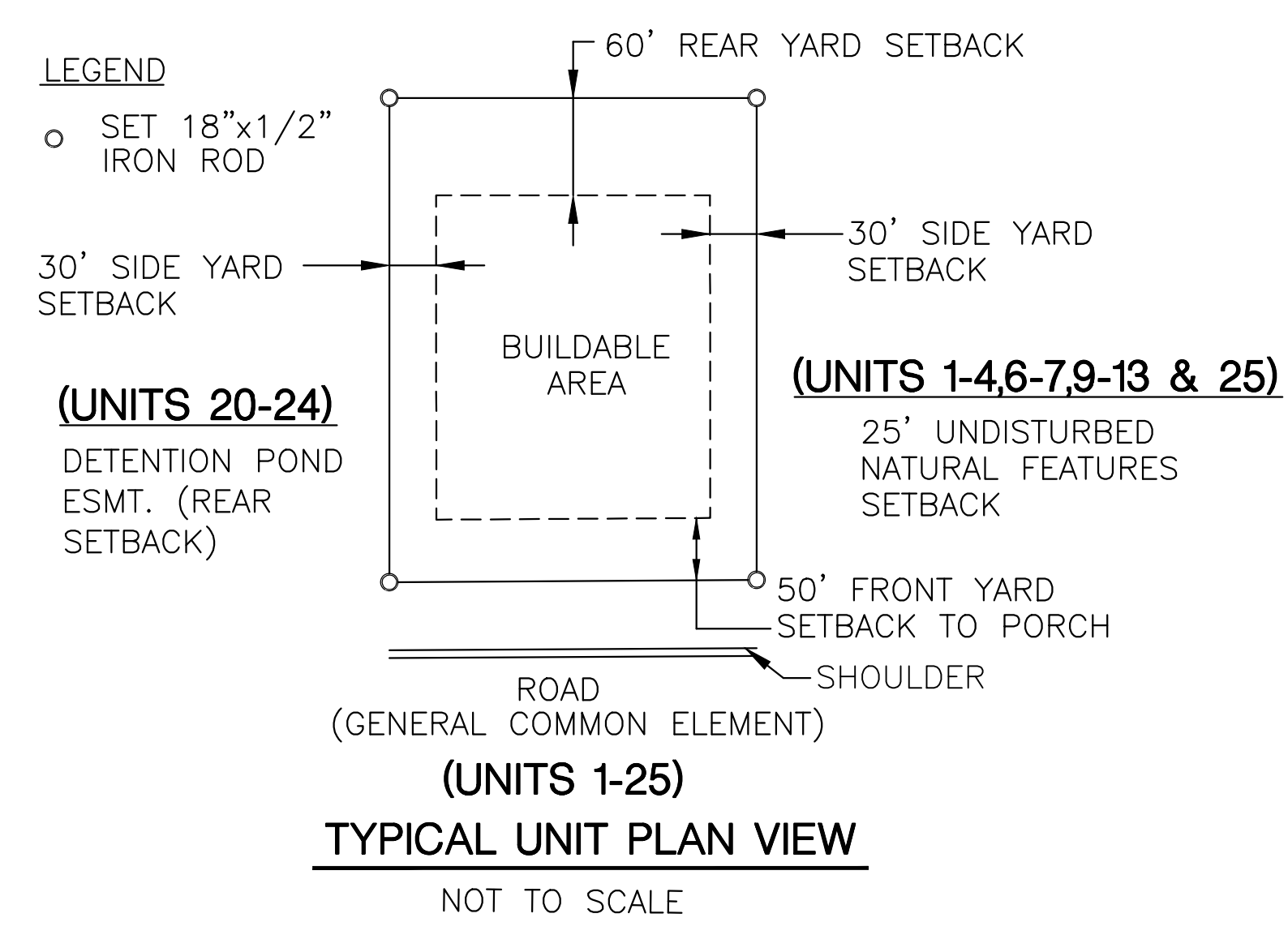
Length=188.78'  
Radius=1233.00'  
Delta=08°46'20"  
Chord=N09°20'43"W(M)  
N08°59'24"W(R)  
188.59'

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	141.96'	197.00'	41°17'16"	N47°18'49"W	138.91'
C2	187.97'	263.00'	40°57'04"	S47°08'43"E	184.00'
C3	410.00'	263.00'	89°19'12"	N67°43'09"E	369.72'
C4	279.73'	263.00'	60°56'30"	N07°24'42"W	266.73'
C5	48.68'	75.00'	37°11'14"	N19°17'20"W	47.83'
C6	348.33'	75.00'	266°06'13"	S46°15'11"W	109.61'
C7	77.88'	75.00'	59°29'44"	N57°03'03"W	74.43'
C8	173.16'	197.00'	50°21'44"	N02°07'19"W	167.64'
C9	307.11'	197.00'	89°19'12"	N67°43'09"E	276.94'
C10	140.80'	197.00'	40°57'04"	S47°08'43"E	137.82'
C11	189.52'	263.00'	41°17'16"	N47°18'49"W	185.45'
C12	94.64'	263.00'	20°37'06"	S77°55'48"E	94.13'
C13	33.09'	263.00'	7°12'30"	N88°09'24"E	33.07'
C14	101.60'	263.00'	22°08'00"	N11°59'33"E	100.97'
C15	38.44'	263.00'	8°22'31"	N33°41'41"W	38.41'
C16	45.52'	75.00'	34°46'35"	N18°05'00"W	44.83'
C17	96.53'	75.00'	73°44'23"	N72°20'29"W	90.00'
C18	103.23'	75.00'	78°51'49"	S31°21'24"W	95.27'
C19	82.99'	75.00'	63°23'55"	S39°46'28"E	78.82'
C20	20.06'	75.00'	15°19'30"	S79°08'11"E	20.00'
C21	56.26'	263.00'	12°15'27"	N61°49'44"W	56.16'

UNIT TABLE	
UNIT NO.	AREA (SQ. FT.)
1	81,742
2	79,332
3	104,458
4	106,188
5	56,984
6	105,679
7	84,951
8	44,907
9	66,174
10	61,026
11	61,851
12	97,153
13	67,736

UNIT TABLE	
UNIT NO.	AREA (SQ. FT.)
14	66,765
15	65,871
16	46,444
17	48,547
18	44,498
19	44,028
20	45,046
21	58,608
22	55,330
23	59,966
24	71,063

LINE DATA		
LINE	BEARING	LENGTH
L1	S22°02'33"W	209.88
L2	S67°57'27"E	22.08
L3	S26°40'11"E	269.71
L4	N23°03'33"E	170.49
L5	S23°03'33"W	170.49
L6	N26°40'11"W	269.71
L7	N67°57'27"W	22.08
L8	S22°02'33"W	66.00
L9	N22°02'33"E	132.81
L10	N85°21'58"W	50.74
L11	N01°45'38"E	50.00
L12	N86°50'49"E	36.47
L13	S26°17'44"E	44.17



**LEGEND**

SFT.	SQUARE FEET
UNIT NO.	12
MONUMENT	•
CURVE NUMBER TAG	C4
LINE NUMBER TAG	L4
COORDINATE POINT LABEL	③
SETBACK LINE	---

**LE**  
LIVINGSTON ENGINEERING  
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Brighton, MI 48114  
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FAX: (810) 225-7699  
http://www.livingstoneng.com

Project Title  
**CHESTNUT SPRINGS**

Sheet Title  
**UNIT AND PERIMETER PLAN**

Client  
**Chestnut**  
CHESTNUT DEVELOPMENT, LLC  
6253 GRAND RIVER AVE. SUITE 700  
BRIGHTON, MI 48114  
PHONE: 810.599.3984  
EMAIL: OFFICE@CHESTNUTDEV.COM

REVISIONS	DATE

Scale  
Vertical: \_\_\_\_\_  
Horizontal: **1"=100'**

Drawn **N. LEMONS**  
Checked \_\_\_\_\_  
Approved \_\_\_\_\_  
Date **10-25-2018**

Job no.  
**11216-2**

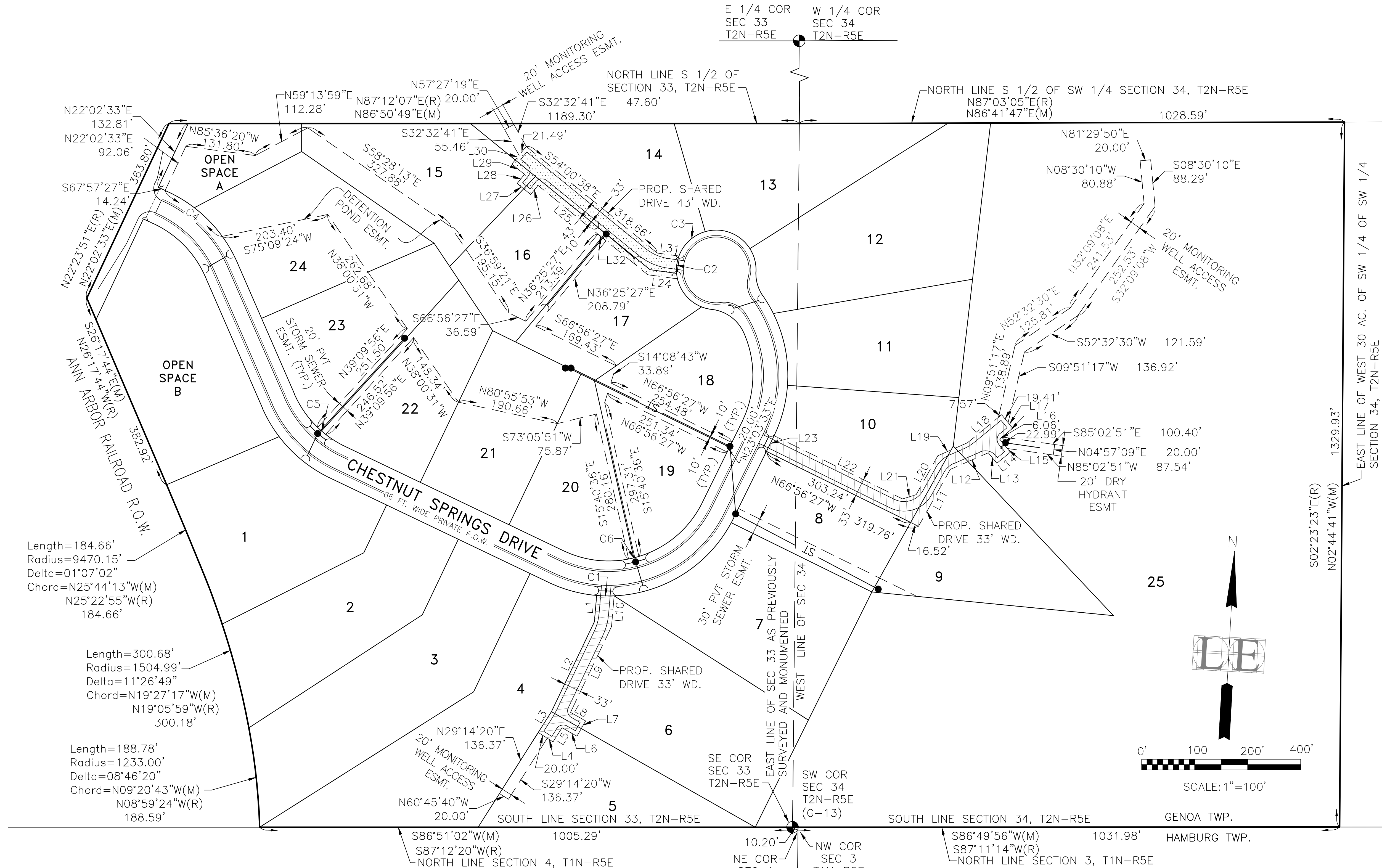
Sheet no.  
**3**

AS OF NOVEMBER 13, 2018



# SITE AND UTILITY PLAN

LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	N01°45'38"E	50.00
L2	N22°22'45"E	187.78
L3	N29°14'20"E	46.53
L4	S60°45'40"E	33.00
L5	N29°14'20"E	31.64
L6	S63°35'14"E	32.45
L7	N26°24'46"E	33.00
L8	S63°35'14"E	32.75
L9	S22°22'45"W	179.57
L10	S01°45'38"W	58.08
L11	S26°00'29"W	122.81
L12	S63°17'27"W	78.27
L13	N42°33'02"W	25.44
L14	S47°26'58"W	33.00
L15	S42°33'02"E	32.00
L16	S47°26'58"W	32.00
L17	S42°33'02"E	33.00
L18	N47°26'58"E	83.51
L19	N63°17'27"E	60.79
L20	N26°00'29"E	84.15
L21	N69°32'01"E	26.75
L22	S66°56'27"E	269.97
L23	N23°03'33"E	33.00
L24	S85°21'58"E	56.55
L25	S54°00'38"E	267.00
L26	N35°59'22"E	22.00
L27	S54°00'38"E	33.00
L28	S35°59'22"W	22.00
L29	S54°00'38"E	30.73
L30	N35°59'22"E	43.00
L31	S85°21'58"E	41.48
L32	S54°00'38"E	20.00



Length=184.66'  
Radius=9470.15'  
Delta=01°07'02"  
Chord=N25°44'13"W(M)  
N25°22'55"W(R)  
184.66'

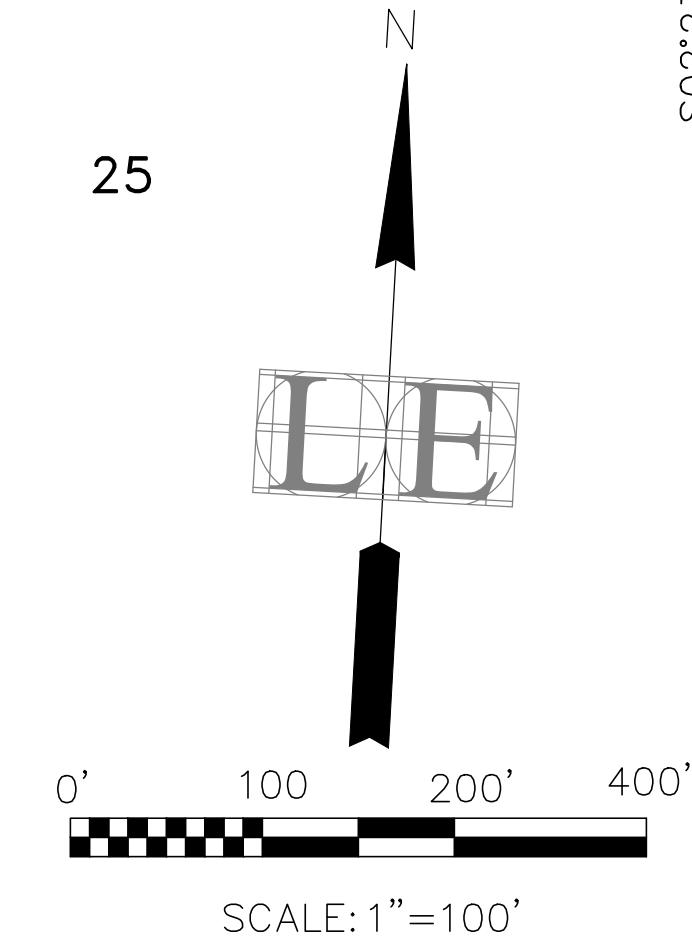
Length=300.68'  
Radius=1504.99'  
Delta=11°26'49"  
Chord=N19°27'17"W(M)  
N19°05'59"W(R)  
300.18'

Length=188.78'  
Radius=1233.00'  
Delta=08°46'20"  
Chord=N09°20'43"W(M)  
N08°59'24"W(R)  
188.59'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	33.09'	263.00'	7°12'30"	N88°09'24"E	33.07'
C2	43.72'	75.00'	33°24'01"	S00°38'34"W	43.10'
C3	69.96'	75.00'	53°26'44"	S44°03'57"W	67.45'
C4	139.78'	264.82'	30°14'35"	N54°23'34"W	138.17'
C5	20.01'	197.00'	5°49'14"	S52°04'18"E	20.00'
C6	20.01'	197.00'	5°49'16"	N72°52'49"E	20.01'

LEGEND	
UNIT NO.	12
SECTION CORNER	●
CURVE NUMBER TAG	C4
LINE NUMBER TAG	L4
EASEMENT	---
STORM SEWER	ST ●
WATER MAIN	W ●
LIMITED COMMON ELEMENT (UNITS 4-6)	▨
LIMITED COMMON ELEMENT (UNITS 8-10, & 25)	▨
LIMITED COMMON ELEMENT (UNITS 14-17)	▨

- NOTES:
1. WATER SERVICE FOR UNITS 1-25 IS TO BE SUPPLIED BY PRIVATE WELLS AND SHALL BE INSTALLED, MAINTAINED, AND REPAIRED/REPLACED AT THE EXPENSE OF EACH OWNER AND SUBJECT TO APPROVAL BY THE LIVINGSTON COUNTY HEALTH DEPARTMENT.
  2. ALL STORM SEWER IS PUBLIC AND SHALL BE MAINTAINED BY THE LIVINGSTON COUNTY DRAIN COMMISSION.
  3. SEWAGE DISPOSAL SHALL BE BY INDIVIDUAL SEPTIC SYSTEMS AS APPROVED BY THE LIVINGSTON COUNTY HEALTH DEPARTMENT.
  4. ALL UTILITIES SHALL BE SHOWN ON AS-BUILTS.



PROPOSED AS OF NOVEMBER 13, 2018

**LE**  
LIVINGSTON  
ENGINEERING

CIVIL ENGINEERING,  
SURVEYING, PLANNING

3300 S. OLD US 23  
Brighton, MI 48114  
PHONE: (810) 225-7100  
FAX: (810) 225-7699  
http://www.livingstoneng.com

Project Title  
**CHESTNUT SPRINGS**

Sheet Title  
**SITE AND UTILITY PLAN**

Client  
CHESTNUT DEVELOPMENT, LLC  
6253 GRAND RIVER AVE SUITE 700  
BRIGHTON, MI 48114  
PHONE: 810.599.3984  
EMAIL: OFFICE@CHESTNUTDEV.COM

REVISIONS	DATE

Scale  
Vertical: \_\_\_\_\_  
Horizontal: **1"=100'**

Drawn N. LEMONS  
Checked \_\_\_\_\_  
Approved \_\_\_\_\_  
Date 10-25-2018

Job no.  
**11216-2**

Sheet no.  
**4**

# **Board Correspondence**

To Brad 3/4/19



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF AGRICULTURE  
AND RURAL DEVELOPMENT

GARY MCDOWELL  
DIRECTOR

February 13, 2019

Dear Local Governing Body/Reviewing Agency:

The enclosed spreadsheet represents landowners in your jurisdiction that have Farmland Development Rights Agreements with the State of Michigan enrolled in the Farmland and Open Space Preservation Act of 1974 (PA 116).

This information is forwarded to you for your reference and is sent annually as required by the Farmland and Open Space Preservation Act, MCL 324.36104(9). If you would like to receive an Excel spreadsheet in the future via e-mail, please contact our office by sending your request to [MDARD-PA116@michigan.gov](mailto:MDARD-PA116@michigan.gov).

If you have any concerns or questions, feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. Harlow".

Richard A. Harlow, Program Manager  
Farmland & Open Space Preservation  
Environmental Stewardship Division  
517-284-5663  
[www.michigan.gov/farmland](http://www.michigan.gov/farmland)

Enclosure(s)



Agreement Number	Landowners	Legal Description	County	Local Gov Body	Town&Range	Section(s)
47-40918-123128	Grostic Alma	W 1/2 of SE 1/4, EXC comm at the SE cor of sec, th W	Livingston	Genoa Township Board	T2N R5E	2
47-40921-123133	Cooley Beverly	The N 78 acres of NW frl 1/4 Section 1, T2N R5E, EXC	Livingston	Genoa Township Board	T2N R5E	1
47-40921A-123133	Cooley Beverly	The N 76 acres of the NE frl 1/4 of Section 2, T2N, R5E	Livingston	Genoa Township Board	T2N R5E	2
47-40921B-123133	Cooley Beverly	Beg at the NW corner of Section 1, T2N R5E, th S 89de	Livingston	Genoa Township Board	T2N R5E	1
47-40923-123133	Cooley Beverly	The S 1/2 of S 1/2 of NE frl 1/4 of Section 2, T2N, R5E,	Livingston	Genoa Township Board	T2N R5E	2



MDARD / ENVIRONMENTAL PROGRAMS / FARMLAND PRESERVATION

## The Farmland and Open Space Preservation Program

### Description of the Program

The Farmland and Open Space Preservation Program consists of 5 methods for preserving farmland and open space:

- **Farmland Development Rights Agreements** A temporary restriction on the land between the State and a landowner, voluntarily entered into by a landowner, preserving their land for agriculture in exchange for certain tax benefits and exemptions for various special assessments. (commonly known as PA 116).
- **Conservation Easement Donations** A permanent restriction on the land between the State and a landowner, voluntarily entered into by a landowner, preserving their land for either open space or agriculture.
- **Agricultural Preservation Fund** A fund established to assist local units of government in implementing a local purchase of development rights program.
- **Local Open Space Easement** A temporary restriction on the land between the local government and a landowner, voluntarily entered into by a landowner, preserving their land as open space in exchange for certain tax benefits and exemptions for various special assessments. [Click here for a copy of the registration form.](#)
- **Designated Open Space Easement** A temporary restriction on specially designated lands between the State and a landowner, voluntarily entered into by a landowner, preserving their land as open space in exchange for certain tax benefits and exemptions for various special assessments. If you are interested in requesting land be conserved in by applying for a Designated Open Space Easement, [click here for a copy of the application.](#)
- **Purchase of Development Rights** A permanent restriction on the land between the State and a landowner, voluntarily entered into by a landowner, preserving their land for agriculture in exchange for a cash payment for those rights. **Currently funding is not available for this program. Contact your township or county to see if there is a local PDR program established.**

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