

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION PUBLIC HEARING
AUGUST 12, 2019
6:30 P.M.
AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

CALL TO THE PUBLIC: *(Note: The Board reserves the right to not begin new business after 10:00 p.m.)*

OLD BUSINESS TO BE POSTPONED TO THE SEPTEMBER 9TH, 2019 PLANNING COMMISSION MEETING:

- Review of a special use, site plan and environmental impact assessment for outdoor sales, storage and display for Home Depot. The property in question is located at 3330 E. Grand River, Howell. The request is petitioned by Scott A. Mommer.
- Review of a special use, site plan and environmental impact assessment for outdoor sales, storage and display for Lowe's. The property in question is located at 1100 S. Latson Road, Howell. The request is petitioned by Lowe's Home Centers, LLC.

NEW BUSINESS:

OPEN PUBLIC HEARING #1...Review of a site plan and impact assessment requesting final 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 (6-13-19)
- B. Recommendation of Final Site Condominium Plan (7-22-19)

OPEN PUBLIC HEARING #2...Review of a site plan and impact assessment requesting preliminary site condominium approval for 106 attached residential units within 29 buildings for Westbury Phase II. The property in question is located north of the intersection of Whitehorse Drive and Arundell Drive. This property is located within the Lorenzen Planned Unit Development and was previously approved for 137 apartment units. The request is petitioned by Singh Development Company.

- A. Recommendation of Environmental Impact Assessment (6-28-19)
- B. Recommendation of Preliminary Site Condominium Plan (7-24-19)

ADMINISTRATIVE BUSINESS:

- *Staff Report*
- *Approval of July 8th, 2019 Planning Commission meeting minutes.*
- *Member discussion*
- *Adjournment*



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: John Moretti, 4242 Bauer Road, Brighton, Michigan 48116
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: John Moretti, 4242 Bauer Road, Brighton, Michigan 48116

SITE ADDRESS: 4242 Bauer Road, Brighton, Michigan 48116 PARCEL #(s): 4711-26-200-002

APPLICANT PHONE: (810) 217-4581 OWNER PHONE: (810) 217-4581

OWNER EMAIL: mrmconstruction2244@yahoo.com

LOCATION AND BRIEF DESCRIPTION OF SITE: 1,500 feet south of the Challis Road and Bauer Road intersection. 40.042 Acres. Partially wooded.

On the south side of "Mudd Lake".

BRIEF STATEMENT OF PROPOSED USE: Site Condominium consisting of 19 lots and a Private Road.

THE FOLLOWING BUILDINGS ARE PROPOSED: 19 dwellings

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: Monument Engineering Group Associates

ADDRESS: 298 Veterans Drive, Fowlerville, Michigan 48836

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

1.) Philip A. Rasor, Jr. PE of Monument Engineering Group Associates, Inc. at prasor@monumentengineering.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: SEE HARDCOPY DATE: _____
PRINT NAME: John Moretti PHONE: (810) 217-4581
ADDRESS: 4242 Bauer Road, Brighton, Michigan 48116

A private road requiring approval of the Township shall be any road providing access to more than four dwelling units or two non-residential principal buildings. This does not include drives within a multiple family complex or parking lot aisles, but does include collector type roadways within such a development. RECEIVED

APPLICANT: John Moretti

OWNER ADDRESS: 4242 Bauer Road, Brighton, Michigan 48116

SITE ADDRESS: 4242 Bauer Road, Brighton, Michigan 48116

APPLICABILITY OF PUBLIC VS. PRIVATE ROAD STANDARDS

All private roads in Genoa Township shall be constructed to the standards of the Livingston County Road Commission unless the Planning Commission and Township Board determine your road qualifies under the following ordinance criteria:

1. Explain how there will be no need for the roadway to be dedicated as a public road in the future.

The private road is intended to serve 19 residential lots and intersects Bauer Road. Building the road to the public road standards would result in the removal of more trees more disturbance to the natural topography.

2. Explain how dedication of the road as a public street would not result in continuity in the public street system at the present time or in the future.

There is no connection to Brighton Estates Subdivision. No continuity is available to this roadway system.

3. What uses (number of lots, number of residential units, number of buildings, etc) will have access from the private road. Will the expected traffic volumes along the roadway be below three hundred vehicles per average weekday, based on accepted trip generation figures?

There are 19 Lots to utilize this road, and they generate less than 50 trips per day.

4. Are there any significant natural features such as mature trees, natural slopes, wetlands or other water bodies would be preserved through construction and maintenance as a private road?

The site has natural sloping topography and is partially wooded. Design attempts to minimize impact to trees and natural topography.

5. What financial and administrative mechanisms will be provided to ensure maintenance of the private road?

A private road easement, maintenance agreement and funding requirement will be part of the Deed Documents for this PUD.

AFFIDAVIT

The undersigned says that they are the Owner (owner, lessee, or other specified interest) involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

By: JOHN MORETTI

Address: 4242 Bauer Road

Phone: 810-217-4581

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

1.) Philip A. Rasor, Jr. PE of Monument Engineering Group Associates, Inc. at ()
Name Business Affiliation Fax No.
prasor@monumentengineering.com

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.

PROJECT NAME: Moretti Estates

PROJECT LOCATON & DESCRIPTION: 4242 Bauer Road Genoa Township
Livingston County, MI 21 Lots being developed as a LRD/PUD on 40 acres

SIGNATURE: SEE HARDCOPY DATE: _____

PRINT NAME: John Moretti PHONE: 810-217-4581

COMPANY NAME & ADDRESS: John Moretti-4242 Bauer Road, Brighton, MI 48116

follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

Moved by Lowe and supported by Ledford to increase application fees for the Zoning Board of Appeals from \$125.00 to \$215.00 for residential, and from \$300.00 to \$395.00 for commercial, with signs \$300.00. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

Moved by Hunt and supported by Croft to amend the 2018/2019 budgets for funds 101, 212, 261, 264, 270, and 271 as recommended by the Skolarus. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

Moved by Lowe and supported by Mortensen to approve budgets 101, 212, 261, 264, 270, and 271 for the fiscal year beginning April 1, 2019 and ending March 31, 2020 as recommended by the Skolarus. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

6. Request for approval of the following Debt Service Fund Budgets for the Fiscal Year ending March 31, 2020: Fund 852, 857-859, 870, 872, and 873 as provided by Treasurer Hunt.

Moved by Skolarus and supported by Ledford to approve Debt Service Funds 852, 857, 859, 870, 872, and 873 as recommended by Hunt. The motion carried unanimously

7. Consideration of a recommendation for approval of a preliminary site condominium plan and impact assessment for a proposed 19 unit site condominium called Moretti Estates. 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. Disposition of Environmental Impact Assessment (02/19/2019)

Moved by Lowe and supported by Ledford, to approve the Impact Assessment dated February 19, 2019 related to preliminary site condominium approval for Moretti Estates. The motion carried unanimously.

B. Disposition Recommendation of Preliminary Site Condominium Plan (02/20/2019)

Moved by Skolarus and supported by Hunt, to approve the preliminary site condominium plan for Moretti Estates dated February 20, 2019, subject to the following:

1. The following documents will be required with a final submittal:
 - a. Condominium documents (Master Deed and By-Laws);
 - b. A detailed landscape plan;
 - c. Building designs/renderings; and
 - d. A detail of the residential entrance signage.
2. With regard to the landscape plan, additional plantings shall be provided to create a buffer north of the entrance drive for the existing home located immediately north of the entrance, which is not part of the condominium
3. The Township attorney shall review the condominium documents.
4. The condominium documents shall include:
 - a. A caution to the homeowners about the extra sensitivity to environmental factors affecting the drainage into Mudd Lake.

- b. Language ensuring protection of the wetlands, natural feature setback and undisturbed wooded areas.
 - c. Private Road Maintenance provisions including the financial and maintenance assurances required by Ordinance.
 - d. Inclusion of the remainder parcel which is not part of the condominium in regard to the private road. The remainder land shall be included in access, maintenance and financial obligations associated with the road. The documents shall also provide for future development of the remainder parcel to be included in the condominium.
5. An easement regarding access, maintenance and financial obligations for the remainder property giving them rights to the private road.
 6. The petitioner shall provide approval by the Health Department regarding the location of the existing septic field on the north property that is to remain relative to its potential impact on Lot #15's well and septic field.
 7. The petitioner should review the landscaping plan to ensure that trees planted will not interfere with septic fields.
 8. The petitioner shall provide approval by the Road Commission regarding the location of the entrance.
 9. The petitioner will follow recommendations made by the Township engineer in the letter dated February 25, 2019 and the Brighton Area Fire Authority letter dated March 4, 2019.
 10. Determination on how refuse will be handled before the petitioner returns for approval of the final site plan.

The motion carried unanimously.

8. Request to enter into a closed session pursuant to state statute MCL. 15.268 (e) for pending litigation regarding Genoa Charter Township vs. Healy Homes.

Moved by Croft and supported by Ledford to move to closed session at 7:05 p.m. to discuss pending litigation. The motion carried by roll call vote as follows: Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – None.

Move by Ledford and supported by Croft to move to open session at 8:01 p.m. The regular meeting of the Board was opened and adjourned by a motion from Hunt and supported by Croft at 8:02 p.m.

Respectfully submitted,

Paulette A. Skolarus, Clerk
Genoa Charter Township Board

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

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:30 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, Brian Borden of Safebuilt Studio, and Gary Markstrom of Tetra Tech. There were twenty seven audience members 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 6:31 pm with no response.

OPEN PUBLIC HEARING # 1... 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 Environmental Impact Assessment (1-25-19)
- B. Recommendation of Preliminary Site Condominium Plan (2-20-19)

Mr. John Moretti, Jr., representing his father, John Moretti, and Mr. Philip Rasor, the engineer, were present.

Mr. Rasor showed the proposed site plan, which will include 19 dwellings. They have revised the access drives and provided a fire suppression system that now meets the requirements of the Brighton Area Fire Authority.

If they receive preliminary site plan approval, they will work with the Livingston County Drain Commissioner so they can use Mudd Lake for storm-water runoff and the

Livingston County Road Commission for the placement of the private road off of Bauer Road.

Mr. Borden stated that the applicant has addressed all of his concerns. He noted that there are additional items that will need to be submitted when the final site plan is presented for review.

Commissioner Mortensen questioned how the owner, whose home is adjacent to this property but not part of the development, will access his property. Mr. Rasor stated he will obtain an easement granting access to the private road and he will pay his share of the condominium maintenance fees.

Ms. Rickard noted that because the owner's home is located on a large lot, there should be a note in the master deed and bylaws that there may be a time when that property may be divided and developed further and those property owners may need access via the private drive as well.

Mr. Markstrom reviewed his February 25, 2019 letter. He stated that the applicant will address his concerns by working with the Livingston County Health Department, Road Commission, and Drain Commissioner.

Chairman Brown reviewed the Brighton Area Fire Department letter dated March 4, 2019.

1. The applicant is proposing three different alternatives for the 12,000-gallon tank under the cul-de-sac island. All three options are acceptable to the fire authority; the applicant needs to commit to one through further research. The Maintenance requirements for the alternative water supply shall be included in the Condominium By-Laws.
2. The dimensions of the roadway need to be reflected along the road and not just the construction detail. Each side of the one-way entrance shall be a minimum of 20-feet wide and the roadway a minimum of 26-feet wide. When scaled, neither meet this dimension.

Chairman Brown noted a letter was submitted to the Township this morning from Mr. Krebs of 7917 Goldwin Drive. He is concerned with the site distance of the access drive on Bauer Road. Mr. Rasor reiterated that once they receive preliminary site plan approval, they will work with the Livingston County Road Commission to confirm the site distance is acceptable. If it does not meet their approval, they will relocate the driveway.

The call to the public was made at 6:54 pm.

Mr. Todd Krebs of 7917 Goldwin Drive owns the property directly north of this site. He reiterated his concern regarding the site distance of the proposed drive. He is requesting a landscape buffer be placed between his property and the northernmost road of the access drive. He thinks the houses are going to be very nice.

Mr. Bill Rockwell of 4346 Argenta Drive stated that Mudd Lake flows into a stream that runs through his property. He noted that the applicant stated the development will not have a "significant" impact on the flow of Mudd Lake. He wants to make sure that the flow will not increase and possibly wash out the edges of the stream or the trees. He is also concerned that the lawns in this development will be treated with fertilizer and mosquito repellent and that will flow into the lake and then into the stream. He does not want the flow to decrease either.

Mr. Razor explained their proposal for the storm water control. Most of the drainage on the site currently drains into the lake. He noted that the Drain Commissioner will not approve a proposal that will alter the flow of the stream.

Mr. Richard Kettle of 4384 Argenta Drive would also be impacted by any changes to the stream. Two thirds of his property is a wetland and he wants to make sure that there will not be additional flow, or possible surges caused by heavy rains, due to this development. He is also concerned with the access drive off of Bauer Road. There is a lot of traffic on this road and people drive very fast.

Mr. Brian Dunleavy of 6701 Quaint Ridge Trail questioned if there will be an impact on the aquifer's water table due to the additional homes. Mr. Razor stated they had four test wells done and it was determined that there is adequate water on this site; however, they are waiting for the final approval from the Livingston County Health Department. Mr. Dunleavy would like a stewardship program in the by-laws to notify homeowners that what they put on their lawns will flow into the lake.

Mr. Don Baker of 6899 White Pines Drive borders the south side of this property. He noted that one of his neighbor's driveway is on the applicants property. Mr. Moretti stated the roadway doesn't enter onto the property but the ROW does. The applicant will be putting a landscape buffer along this ROW to eliminate the homeowner from accessing their property from White Pines Drive.

He asked if the sediment ponds will hold water. Mr. Razor stated they will hold water during a rain event; however, they are required to be designed to drain within 72 hours.

They are not permanently water filled. Mr. Baker stated there is an economic downturn anticipated in 18 months and he does not want half built houses and piles of dirt on this property in his backyard.

Mr. Steve Tousignant 6712 White Pines stated he agrees with his neighbors. They want to ensure that everything is done correctly. He is also concerned with pulling into and out of the subdivision. He does not want anything that is done on this site to further hinder their site lines exiting off of White Pines Drive. There was a discussion between Mr. Tousignant, the Planning Commission, and Mr. Rasor regarding a possible drop lane into White Pines Drive as well as onto the road entering into the proposed project.

Mr. Kratz questioned if it would be possible to lower the speed limit on Bauer Road. Ms. VanMarter stated it is the Livingston County Road Commission that determines the speed limit.

The call to the public was closed at 7:29 pm.

Moved by Commissioner Grajek, seconded by Commissioner Rickard, to recommend to the Township Board approval of the Environmental Impact revised and dated 2/19/19 as presented. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Preliminary Site Condominium Plan dated 2/20/19 for 4242 Bauer Road, conditioned upon the following:

- The following documents will be required with a final submittal:
 - Condominium documents (Master Deed and By-Laws);
 - A detailed landscape plan;
 - Building designs/renderings
 - A detail of the residential entrance signage
- With regard to the landscape plan, consideration should be given for a buffer on the drive between the entrance drive and the house immediately to the north of the entrance, which is not part of the condominium
- The Township attorney shall review the condominium documents.
- It is recommended that the condominium by-laws include a caution to the homeowners about the extra sensitivity to environmental factors affecting the drainage into Mudd Lake.
- The applicant shall include language ensuring protection of the wetlands, natural feature setback and undisturbed wooded areas.
- The applicant must provide a Private Road Maintenance Agreement, including the financial and maintenance assurances required by Ordinance and the

agreement will cover the access road for the property at the north, which is not part of the condominium development.

- The master deed and/or by-laws should spell out that because of the road easement for the property to the north, future development on that property to the north may occur.
- The petitioner should request review by the Health Department regarding the location of the septic field on the property to the north of the development relative to its location next to Lot #15's well and septic field.
- The petitioner should review the landscaping plan to ensure that trees planted will not interfere with septic fields.
- The petitioner will follow recommendations made by the Township engineer in his letter dated February 25, 2019 and the Brighton Area Fire Authority letter dated March 4, 2019.

The motion carried unanimously.

Commissioner Dhaenens stated he appreciates the applicant listening to the comments made by the Planning Commission and the consultants and presenting a revised plan that was more fitting.

OPEN PUBLIC HEARING # 2... Review of a rezoning application, PUD application, PUD agreement, impact assessment, and conceptual PUD plan for a proposed planned industrial development with a new 67,000 sq. ft. indoor climate controlled storage building. The rezoning requested is from GCD to IND with a Planned Industrial District (PID) overlay located at 2528 Harte Drive, Brighton consisting of 10.62 acres on Parcel #4711-13-300-009. The request is petitioned by James Pappas of Fusco, Shaffer and Pappas, Inc.

- A. Recommendation of Rezoning and PUD Applications - GCD to IND (PUD)
- B. Recommendation of PUD Agreement (2-22-19)
- C. Recommendation of Environmental Impact Assessment (January 2019)
- D. Recommendation of Conceptual Site Plan (2-22-19)

Mr. Jim Pappas, the engineer, and Mr. Harte, the property owner, were present. They are proposing to building a climate controlled storage building with a sales office. There will also be a residential unit on the second story of the building for the caretakers of the storage facility. Mr. Pappas showed the site plan, building elevations, and proposed building materials. He reviewed the drainage plan, landscape plan, site access, and the proposed ground sign.



August 6, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	The Ridge (formerly Moretti Estates) – Final Condominium Plan Review #2
Location:	4242 Bauer Road – west side of Bauer Road, between Brighton and Challis Roads
Zoning:	LDR Low Density Residential District

Dear Commissioners:

At the Township’s request, we have reviewed the revised final condominium plan submittal (plans dated 7/22/19) for The Ridge, a 30.8-acre site on the west side of Bauer Road. The applicant proposes a 19-unit residential development with minimum 1-acre lots along a new private road.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. SUMMARY

1. The applicant must comply with any conditions included with the outside agency approvals.
2. The applicant must address any comments provided by the Township Attorney with respect to the condominium documents.
3. Tree protection fencing must be provided around the existing wooded and natural areas to be preserved.
4. The Master Deed provides architectural requirements, though sample elevations have not been provided.
5. The submittal identifies residential entrance signage; however, no details are provided.
6. We suggest the cluster mailbox be separated from the private road via an access drive so that residents accessing their mailbox do not disrupt traffic flow.
7. The applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.
8. The Impact Assessment still refers to the development as Moretti Estates, as opposed to The Ridge.

B. PROPOSAL/PROCESS

The applicant proposes a 19-unit site condominium development along a new private road. The project includes lots that meet or exceed the minimum dimensional standards of the LDR District (1-acre lot area and 150 feet of lot width).

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 Board approved the preliminary condominium plan in March and the applicant seeks final condominium plan approval at this time.



Aerial view of site and surroundings (looking north)

C. CONDOMINIUM PLAN REVIEW

1. **Outside Agencies.** The materials included with the revised submittal indicate that outside agency approvals have been obtained from the Livingston County Road Commission, Drain Commissioner and Health Department.

The applicant must comply with any and all conditions included with said approvals.

2. **Condominium Documents.** Per our standard comment, we suggest review of these documents by the Township Attorney.

As requested in our initial review, the revised condominium documents include language related to protection of the wetlands and natural feature setback areas. Furthermore, the additional revisions suggested have been incorporated into the revised documents.

3. **Dimensional Requirements.** The final condominium plan matches the approved preliminary plan with respect to density, dimensions and lot layout.

4. **Private Road/Shared Residential Driveways.** The final condominium plan matches the approved preliminary plan with respect to the private roadway and the two shared driveway extensions.

As required by Ordinance, the master deed includes a Private Road Maintenance Agreement demonstrating that necessary financial and maintenance assurances are provided.

5. **Landscaping.** The final condominium plan includes a detailed landscape plan. The plan depicts tree, shrub and decorative plantings throughout the site, including at the entranceway, along the private road and along both Bauer Road and White Pines Drive.

As noted during preliminary plan review/approval, tree protection fencing must be provided around the existing wooded and natural areas to be preserved.

6. **Buildings.** The condominium documents include architectural controls and requirements (Section 11.1 of the Master Deed), though sample elevation drawings are not included.
7. **Entrance Features.** The landscape plan identifies a proposed entrance wall on each side of the driveway accessing Bauer Road and notes that signage is included; however, the submittal does not provide details.

This information is necessary to verify compliance with Ordinance standards. A permit must also be obtained from the Township prior to installation of any signage.

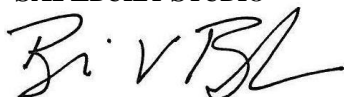
8. **Mailboxes.** A cluster mailbox is included along the south side of the private road near the entrance to the development.

Given the easement width/roadway placement in this area, we suggest the cluster mailbox be separated from the road itself via an access drive, thereby allowing residents to access their mailbox without disrupting traffic flow.

9. **Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comment on the site engineering elements of the proposal.
10. **Impact Assessment.** Our only comment on the revised Impact Assessment (dated June 13, 2019) is that the project is still referred to as Moretti Estates, though it is our understanding that the development is now called The Ridge.

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

Respectfully,
SAFEBUILT STUDIO



Brian V. Borden, AICP
Planning Manager



August 5, 2019

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

Re: The Ridge (Formerly Moretti Estates) Final Site Plan Review No. 2

Dear Ms. Van Marter:

Tetra Tech conducted a second site plan review of the Ridge Site Condominium (formally Moretti Estates) final plans last dated April 3, 2019. The plans were submitted by Monument Engineering Group Associates, Inc. on behalf of John Moretti. The development includes 30.84 acres located on the west side of Bauer Road, 1,500 feet south of Challis Road. The petitioner is proposing to develop 19 lots through the site condominium with a private road. We offer the following comments:

TRAFFIC/ROADWAYS

1. The proposed private road should be centered in the proposed road ROW. At the proposed entryway some of the proposed road improvements on the north side of the drive are not within the road ROW. In addition, the landscaping plan includes proposed landscaping that is not inside the road ROW. Any proposed landscaping improvements for the entryway should be within a dedicated easement or road easement.
2. The petitioner is proposing to install an asphalt pavement sidewalk. We suggest a concrete sidewalk, which will allow for the installation of ADA approaches and approach warning devices. ADA approaches are shown on the proposed sidewalk, but they are not labelled.
3. The on-site road pavement section shown on C1.1 should match the residential bituminous road pavement design required in the Genoa Township Engineering Standards and should be consistent with the road cross sections shown on C10.0. The “typical road cross section” and “typical road cross section with curb and gutter” details on C10.0 should also be consistent.
4. Over 100 feet of Mountain Ridge Drive is at a 10-percent grade and around 300 feet of Ridge Lake Court is at an 8-percent grade. The maximum grade for local roads is noted as 6-percent in the Genoa Township Engineering Standards and this deviation from the standard road grades will need to be approved by the Township.
5. After site plan approval, the petitioner will need to submit private road construction plans for review and approval.

Tetra Tech

401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

DRAINAGE AND GRADING

1. The well placement in lot 1 is within the storm easement for the infiltration structure. This is a concern due to the possibility of having standing water around the well head. The well should be relocated and additional approval from the LCHD should be obtained for this lot.
2. Instead of running the storm sewer easement through front yards, the Petitioner should consider running the storm sewer north through the proposed cul-de-sac and then turning east when the storm sewer reaches the shared drive. This will permit easier access for maintenance and not encumber the lots with additional easements in their front yards.
3. The culvert under the driveway in lot 3 should be designed for the non-typical flow it will see from both Mountain Ridge Drive and the backyard drainage from lots 4 through 7. A cursory look at the flow suggests that a standard 12-inch culvert will be overwhelmed and block the flow in the ditch line. The Petitioner should look at the other driveway culverts on Mountain Ridge Drive as well to make sure they will be properly sized.
4. CB-1 is shown as 6-foot diameter on C9.2 and 2-foot diameter on C9.4. The catch basin diameter should be shown as 6 feet on both sheets.

UTILITIES

1. From previous meetings with the Township it is our understanding that a storage tank will be used for fire suppression water instead of a well. The plans should be updated to reflect this change.

We recommend the petitioner address the above comments and resubmit the site plan for review.

Please call or email if you have any questions.

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

August 1, 2019

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: The Ridge Site Condominiums A.K.A. Moretti Estates
4242 Bauer Road
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on July 30, 2019, and the drawings are dated January 2, 2019, with latest revisions dated June 17, 2019. The project is based on an existing 40.042 acre parcel to be subdivided into a 20-lot site condo development (19 new homes).

The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

The developer has agreed to replace the proposed fire protection well with a 12,000-gallon underground storage tank equipped with adapters for the fire department to draft water from.

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department. If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS
Fire Marshal

From: Ken Recker [mailto:KRecker@livgov.com]

Sent: Wednesday, July 31, 2019 4:58 PM

To: Kelly VanMarter

Cc: johnm@mrmconstruction.com; 'John Moretti'; Al Pruss; pjlewsley@envengrs.com; Robert Quigley; Shelly Messing; Gary.Markstrom@tetrattech.com

Subject: RE: 18-025 The Ridge

Kelly,

We have reviewed revised plans submitted by MEGA with a revision date of July 22, 2019, received July 25, 2019.

The plans address our previous review comments, as outlined in a letter from our consultant dated July 23, 2019.

We hereby grant approval of the construction plans for The Ridge Site Condominium. As mentioned previously, an agreement adding the lands in this development to the Brighton Estates Drainage District will be required prior to the sale of lots within the condominium.

If you have any questions regarding this email please give me a call.

Sincerely,

Kenneth E. Recker, II, P.E.

Chief Deputy Drain Commissioner

From: Al Pruss [mailto:apruss@monumentengineering.com]

Sent: Tuesday, July 23, 2019 2:22 PM

To: pjlewsley@envengrs.com; Ken Recker <KRecker@livgov.com>

Cc: johnm@mrmconstruction.com; 'John Moretti' <mrmconstruction2244@yahoo.com>

Subject: [EXT] RE: 18-025 The Ridge

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Ken

Any chance of getting an approval for storm water and soil erosion on this ?

We'll address the changes asap.

Thanks

Allan W Pruss, PE, PS

President

Monument Engineering Group Associates, Inc. (MEGA)

A Service Disabled Veteran Owned Small Business (SDVOSB)

298 Veterans Drive



LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

(517) 546-9850

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995



ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

August 1, 2019

Monument Engineering Group Associates, Inc.
Attn.: Allan W. Pruss, P.E.
298 Veterans Drive
Fowlerville, MI 48836

RE: Preliminary Approval for “The Ridge” Site Condominium Community located in Section 26, Genoa Township, Livingston County, Michigan.

Dear Mr. Pruss:

In accordance with Section 71A of Act 59, P.A. 1978 as amended, and the Environmental Health Division of the Livingston County Health Department (LCHD) has reviewed the information submitted for onsite sewage treatment and onsite water supply for the above mentioned site condominium and is granting preliminary Health Department approval in accordance with the restrictions included in this letter.

The proposed “The Ridge” Site Condominium consists of 19 single-family units with a minimum size of 43,560 sq. ft. per unit. There is no availability to sanitary waste disposal or community water supply system proposed at this time and none in the foreseeable future. Therefore, each unit will be entirely dependent upon individual onsite water and sewage treatment for long-term use. At the time of this letter, unit # 8 does not have a suitable soil evaluation and is therefore considered unbuildable at this point in time.

The site report and soil data has been submitted, reviewed, and soil conditions confirmed on site. The soil conditions encountered were predominantly sandy clay loam to coarse sand soil conditions, which is acceptable for the disposal of onsite wastewater.

Monument Engineering Group Associates, Inc. have provided the water supply information to us with an assessment of the aquifer proposed to serve the individual wells. As indicated in their report, a total of 3 test wells were drilled on proposed units 8 and 11 and 1 located on parcel # 47-11-26-200-037.

Based on information obtained on the test well records along with neighboring well logs, the wells will most likely be completed at depths ranging between 114 and 138 ft. in strata identified as gray sand. Therefore, the wells within this development shall be drilled to a depth that will penetrate a minimum of 10 ft. thick impervious layer if possible and the well shall be drilled to a depth that will maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer.

In addition, water samples have been received from the test wells indicating no coliform bacteria present and nitrates were well below the acceptable State limits. Water analysis revealed objectionable manganese, iron and hardness results and serious consideration should be given to installing a filtering and/or water softener system.

Therefore, pursuant to Section 71A of Act 59 of P.A. 1978, as amended, the proposed “The Ridge” Site Condominium located in Section 26, Genoa Township is granted preliminary approval by this Department contingent upon the following restrictions:

*** Represents all issues that shall be submitted prior to final master deed approval.**

1. No unit shall be used for other than a single-family dwelling.
2. There shall be no future subdividing of any building units, which would utilize individual onsite sewage treatment and/or water supply systems.
3. “The Ridge” Site Condominium has been approved for 19 individual units as described in Monument Engineering Group Associates, Inc., Project # 18-025 site plan dated January 2, 2019, last revision dated July 22, 2019.
4. The wells and septic systems shall be located in the exact area as indicated on the 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. In the future and ensuring the approvals included in this letter; 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 LCHD for review and approvals.
5. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.
6. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.
7. The test wells used to determine onsite water supply adequacy have been drilled on Units 8 & 11 and 1 located on parcel # 47-11-26-200-037. **Prior to Final Master Deed**

Approval, any test well not to be used, as the potable water supply system shall be properly abandoned in according to Part 127, Act 368 of the Groundwater Quality Control Act.

8. Due to the geology encountered onsite, there does not appear to be sufficient clay to protect the underlying unconsolidated aquifer. **Therefore, all wells shall maintain a minimum setback of 75 ft. to all onsite sewage treatment systems.**
9. The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.
10. 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.
11. There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment system areas.
12. Unit 8 does not have a suitable soil evaluation and therefore is considered unbuildable until demonstrated otherwise.
13. The onsite sewage treatment systems for Units 6, 7, 9, 10, 12 - 16, & 18 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.
14. Units 3 & 4 will require the bottom of the stone bed to be no deeper than the highest original grade.
15. Units 1, 3, 4, 13, & 17 will require an enlarged onsite sewage treatment system due to the heavy soil structure witnessed on these units. Please refer to the soil conditions on file at LCHD.
16. The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place, as part of the construction of the development has not affected the placement for either the active or reserve sewage treatment systems. This certification must be given stating that there have been no changes on any units affected **prior to master deed approval**.
17. **Prior to master deed approval**, written engineer certification must be given which indicates that all storm drains which are within 50 ft. (greater than 25 ft.) to the proposed active or reserve sewage treatment areas have been sealed with a watertight premium joint material. All onsite sewage treatment systems shall maintain no less than 50 ft. from any detention/retention pond

18. A 1400 sq. ft. area has been designated on each unit for the active and reserve sewage treatment 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 treatment systems, which meet all acceptable isolation distances.
19. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
20. All restrictions placed on “The Ridge” Site Condominium by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

All deed restrictions along with a copy of the Final Master Deed and Bylaws shall be submitted to the Livingston County Health Department for review and approval prior to being submitted to the Livingston County Register of Deed.

All restrictions established by the Livingston County Health Department must be incorporated into the Deeds for recording. **Any changes within this development from what has been reviewed by the Livingston County Health Department will make this approval null and void.**

If you have any further questions, please do not hesitate to contact me at (517) 552-6873.

Sincerely,

Aaron Aumock, REHS, PEM
Field Program Coordinator

cc: EGLE, Attn.: Dale Ladouceur
Genoa Township Zoning
Genoa Township Engineer
Developer, John Moretti

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

June 24, 2019

Allan Pruss, P.E.
Monument Engineering Group Associates
298 Veterans Drive
Fowlerville, MI 48836

Re: Mountain Ridge Drive, The Ridge Site Condominium, Genoa Township, Section 26
LCRC# P-19-04

Dear Mr. Pruss:

I have completed the review of the revised plans, dated June 21, 2019, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

The following road names have been reserved for this development:

- Mountain Ridge Drive
- Ridge Lake Court

Private road approach permits are valid for a six (6) month period. Please contact me when you are ready for the permit to be issued and allow for a minimum of two (2) business days for preparing the permit for signatures.

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

Sincerely,



Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File

Amy Ruthig, Genoa Township (via email)
Ken Recker, Livingston County Drain Commissioner's office (via email)
John Moretti, Proprietor (via email)

RECEIVED

By Amy Ruthig at 11:32 am, Jun 17, 2019

**IMPACT ASSESSMENT
FOR
MORETTI ESTATES
GENOA CHARTER TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN**

PREPARED BY

MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
298 VETERANS DRIVE
FOWLerville, MI 48836
517-223-3512

December 18, 2018
Revised January 25, 2019
Revised February 19, 2019
Revised June 13, 2019



Monument Engineering
Group Associates, Inc.

In accordance with Genoa Charter Township Ordinance Section 18.07, this Impact Assessment has been prepared to assist the Township in their review of the Site Plan for this Project. This report will detail the required information and give a project overview of the development demonstrating its compliance with current Township regulations.

1. PARTY RESPONSIBLE FOR PREPARATION OF IMPACT STATEMENT:

Prepared for John Moretti:

Moretti Construction Services
2244 Euler Road, Suite 102
Brighton, MI 48114
810-217-4581

Prepared by:

Monument Engineering Group Associates, Inc.
298 Veterans Drive
Fowlerville, MI 48836
517-223-3512

Monument Engineering Groups Associates, Inc. (MEGA), has prepared this impact assessment. MEGA is a professional consulting services corporation offering land surveying, civil engineering, and site planning services throughout the State of Michigan and the mid-west. We are licensed to provide engineering and surveying services in Michigan, as well as in Ohio, Indiana, Pennsylvania, Florida and Virginia. We have been providing these services for nearly 40 years to both public and private sector clients.

2. PROJECT SITE LOCATION:

The subject site contains approximately 30.842 acres for the Moretti Estates Development. The original single Parcel 4711-26-200-002 contains approximately 40.04 acres of land which will now be split into two parcels, the larger one for the Moretti Estates and the other retained by the current owner. The original parcel that contains the Moretti Estates site is in the S 1/2 of the NE 1/4 of Section 26, T2N-R5 of Genoa Chartered Township, Livingston County, Michigan. This parcel is located along the western side of Bauer Road between the intersections of Bauer Road with Brighton Road to the south, and Bauer Road and Challis Road to the north. To the north of this parcel, it is bordered by Mudd Lake and Parcel 4711-26-200-005, owned by the Livingston County Road Commission (LCRC) and Parcel 4711-26-200-012 a private residence. Along its eastern edge, it is predominantly bordered by Bauer Road and its right-of-way, again owned by LCRC and a private residence

Parcel 4711-26-200-003. To the south and west, the subject site is bounded by Brighton Estates Subdivision, a platted subdivision.

Currently, the site is zoned as LDR (low density residential) and is immediately surrounded by LDR on the north, south and western boundaries. Across Bauer Road, a PRF zoning for Mt. Brighton Skiing Facility is present (PRF is public and recreational facilities). No change in zoning is required for this development.

Included in Exhibit A is a location map, Exhibit B is an aerial photograph, and Exhibit C is the Genoa Charter Township's current Zoning Map for this area. Exhibit D is the Soil Map for the area and Exhibit E is the Existing Drainage Characteristics Map. The final exhibit, Exhibit F, is the delineated Wetland's map for the site's area.

3. PROJECT IMPACT on NATURAL FEATURES:

The proposed site is 30.846 acres of mostly wooded land with about 25% of the land open grasslands. Bounded on the north by Mudd Lake, the east by Bauer Road and to the south and west by the existing Brighton Estates Subdivision, the developer is endeavoring to maintain as much natural vegetation and trees as possible. The regulated wetland along the shoreline of Mudd Lake (identified as Wetland A) will be maintained and not encroached upon, and the larger unregulated wetland (Wetland B) is no longer part of the subject parcel for the Moretti Estates. Wetland C, upland, will be filled-in as part of this project and a permit is in process with MDEQ to allow for this construction. The developer is currently in process with obtaining the necessary permits and concurrence from both the Livingston County Drain Commissioner (LCDC) and MDEQ for these activities.

Soils on the site consist primarily of Fox Sandy Loam and Fox-Boyer Complex Loams. These are best described as very deep, well drained soils. A soil map is included as Exhibit D.

As illustrated in Exhibit E, the site tends to drain towards the north to Mudd Lake with only the southwestern corner of the parcel draining towards Brighton Estates Subdivision. Storm water from the roadway system and some areas will be collected and directed to on-site sedimentation forebays, with an outlet structure that conveys this water to Mudd Lake. As was noted earlier in this document, the proposed method for both water quality and detention is to use the sedimentation forebay and the lake as the detention basin. To this end, the Developer is working with both MDEQ and LCDC to accomplish this proposed method of treatment.

Landscape treatments will be utilized along the entrance to the site from Bauer Road and canopy trees will be provided to the individual lots that are not currently wooded themselves. In general, the developer intends to preserve much of the existing woodlands and the natural wetland features on the site. These will be used to enhance the natural aesthetic component of the proposed development.

4. PROJECT STORM WATER MANAGEMENT IMPACTS:

To effectively manage the proposed change to the stormwater pattern currently encountered on the site, the Developer is working with the Livingston County Drain Commissioner's (LCDC) Office to maintain the natural look and feel for this site. The site will be developed in accordance with the LCDC requirements for storm water management. All storm water will be conveyed either via road side ditches or underground storm sewer. Water will flow into a sedimentation basin and overflow into a detention basin. The detention basin will discharge at the agriculture rate into Mudd Lake.

While the site is under construction, soil erosion and dust control measures will be implemented, and Best Management Practices followed. For dust control, water tankers will maintain the optimum moisture content of the soil to prevent dust from occurring to the greatest extent possible. For erosion control, silt fencing, check dams and inlet filter mechanisms will be installed and utilized during this time. Permanent restoration including top soiling and seeding with mulching and watering will occur after all mass grading and earthmoving activities are substantially complete.

For the Final Site Plan Submission, the Developer will also be securing LCDC's Soil Erosion and Sedimentation Control Permit to be in place prior to the start of any construction activities.

5. PROJECT IMPACT ON SURROUNDING LAND USES:

The development is in conformance with the future land use map and current zoning established for this portion of the township. The area is currently zoned for LDR and the proposed development meets this criterion with all lots exceeding 1.0 acre in area and minimum of 150 feet in width of the lot.

Access to this site has now been revised to allow use of the private roadway for residents and guests from Bauer Road on the eastern side of the property with the western side access via Brighton Estates' Quaint Ridge Trail's cul-de-sac. Access will be controlled by vehicle activated gates, egress will always be available to any Moretti Estates resident or visitor without need for access code or key card.

Noise Levels are expected to be typical of a single-family residential community and within Genoa Township Standards. No site lighting is proposed for this development.

6. PROJECT IMPACT ON PUBLIC FACILITIES and SERVICES:

The development proposes 19 single family residential lots after approval of the site plan. The addition of 19 new single-family homes is likely to have a mix of buyers due to the Developer's more upscale approach to managing the existing

site and retaining woodlands and other natural features. Consequently, the anticipated mix will include empty nesters and those with no children in addition to families with children. The overall impact to public facilities, schools, police and fire service is expected to be minimal.

7. PROJECT IMPACT ON PUBLIC UTILITIES:

The development proposes all lots will be serviced by well and septic field systems. Soil Investigations for suitability of septic systems were performed in August of 2018 under the supervision of the Livingston County Health Department personnel and 3 test wells as required by LCHD standards were also drilled and tested. Final approval from the LCHD is anticipated soon for the use of well and septic within this development. Electric, Telephone and Natural Gas Services will be extended underground to the site from Bauer Road and provided for all lots within the development.

8. STORAGE and HANDLING of HAZARDOUS MATERIALS:

The storage and handling of hazardous materials within the site is not anticipated and will be noted as not permitted in the condominium documents for the development.

9. PROJECT IMPACT ON TRAFFIC:

The development proposed for Moretti Estates is to accommodate 19 lots in place of the current 1 large parcel with 1 residence. Bauer Road is an existing two (2) lane cross section with a north bound and a south bound lane. Using ITE Trip Generation Manual, 7th ed. for Single Family Detached Housing based on the number of proposed dwelling units, the calculated trip generation using the average rate for A.M. and P.M. peak hours of traffic is calculated herein:

A.M. Peak Hour:

$$0.70 \times (19 \text{ residences}) + 12.05 = 25.35 \text{ trips}$$

$$\text{Exiting is 74\% so } (.74 \times 25.35) = 18.76 \text{ directional trips}$$

P.M. Peak Hour:

$$\ln(T) = 0.89 \times \ln(19 \text{ residences}) + 0.61 = 3.23$$

$$e^{(3.23)} = 25.27 \text{ trips} \times 64\% (\text{entering}) = 16.17 \text{ directional trips}$$

As shown from the above calculations, under fully developed conditions, this site will generate less than 20 directional trips in both A.M. and P.M. Peak Hours of Traffic. Reviewing the Township Zoning requirements of 18.07.09 with less than 50 directional trips during peak hour, no Traffic Impact Study is required.

10. PROJECT IMPACT ON HISTORICAL and CULTURAL RESOURCES:

The development is not known to have any historic or cultural resources on this site, and it is not believed any historic or cultural resources will be affected by the proposed development. Mudd Lake is not a natural lake, so no anticipated cultural resources are expected around its shoreline.

11. SPECIAL PROVISIONS:

The development will need no special provisions as part of its development.

MASTER DEED

THE RIDGE SITE CONDOMINIUM

A 19 UNIT SITE CONDOMINIUM PROJECT LOCATED IN
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #: 4711-26-200-002

MASTER DEED
THE RIDGE SITE CONDOMINIUM

This Master Deed is made and executed on this _____ day of _____, 2019, by THE RIDGE AT BRIGHTON, LLC (hereinafter referred to as the “Developer”), whose office address is 2244 Euler Road, Ste. 102, 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, 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 The Ridge Site Condominium as a condominium project, as defined in Section 4 of the Act, and declares that The Ridge 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, B and C 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 The Ridge 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 Township, Livingston County, Michigan, and is described as follows:

SEC 26 T2N R5E BEG AT THE E 1/4 COR, TH S 89*24'43"W 1332.50 FT, TH N00*33'49"W 1320.93 FT, TH N 89*02'01"E 1039.53 FT, TH N89*02'01"E 293 FT TO C.L. BAUER RD, TH S00*33'49"E 510.13 FT, TH S 89*02'01"W 250 FT, S00*33'49"E 87 FT, N 89*02'01"E 250 FT, TH S00*33'49"E 732.60 FT TO POB, CORRECTED LEGAL 6/17 40.04AC M/L

Tax ID #: 4711-26-200-002

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 The Ridge 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 The Ridge 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 The Ridge 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, B and C attached hereto, the Articles of Incorporation of the Association, and the rules and regulations, if any, of the Association, 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 The Ridge Site Condominium.

Section 3.8 “Condominium Project,” “Condominium,” “Project,” or “The Ridge Site Condominium” are used synonymously to refer to The Ridge 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 The Ridge 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 The Ridge 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 The Ridge at Brighton, LLC, 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 Charter Township of Genoa, 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 The Ridge 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) The private roadway leading from Bauer Road into the Condominium Project (the Condominium Roadway”), 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. There is no obligation on the part of the Developer to install an entrance gate or other limited access facility at the entrance of the Condominium Project, but Developer reserves the right to do so in its sole discretion. Any entrance gate or other limited access facility needs to be approved by the Township and by the Brighton Area fire Authority before it is constructed. Any entrance area facilities, including any facilities limiting access, 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, within the roads in the Condominium Project, including all items installed within such islands, subject, however, to the rights therein of the public and any governmental unit.

(i) The community fire suppression well to be installed within the Condominium Project for easy access by the local fire authority.

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

(k) 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.* The shared "T" driveways connecting certain Units to the Condominium Roadway shall be a Limited Common Element limited in use to the Units of corresponding number using such shared driveways to access their Units as depicted and designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. In addition, any portion of a driveway leading from the Condominium Roadway to a Unit that extends into the Condominium Roadway shall be a Limited Common Element limited in use to such Unit.

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) 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 additional appurtenances constructed or contained therein, including driveways, the well water and water distribution system and the septic 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 addition, certain Units shall be accessed by shared driveways as depicted in the Condominium Subdivision Plans. Such Units utilizing the shared driveways shall be jointly responsible for the maintenance of such shared driveways. The Association, acting through its Board of Directors, may (but has no obligation to) undertake the maintenance, repair, renovation, restoration, or replacement of the shared driveways to the extent that said Co-Owners cannot agree upon appropriate maintenance or have not performed such obligations, and the cost thereof shall be assessed against said Co-Owner's using the shared driveway. 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. Except as provided for in Section 4.3(c), 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 General Common Elements, as it may deem appropriate. 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. 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. It is also anticipated that certain improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the General Common Elements appurtenant to the Unit, which improvements

and structures (collectively, “Appurtenances”) may include, but are not limited to, a driveway. 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.

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 Township of Genoa, 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, 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. 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, a water system, a sanitary sewer system, 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, Refuse Collection Vehicles, and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, refuse collection service, and any emergency service agency an easement over all roads in the Condominium for use by the Township, private or public school busses, refuse collection vehicles, 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, refuse collection vehicles, 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. In addition, the Developer specifically grants all emergency service agencies access to any fire suppression wells that may have been constructed within the Condominium Project. All such wells will be maintained by the Association in accordance with the rules and requirements of the local fire department or emergency services agency, including all required inspections.

Section 6.8 Road Easement. The Developer has granted an ingress egress and public utility easement to two parcels of real property located adjacent to the Condominium Project for the roads in the Project (the "Outlot Parcels"). The Outlot Parcels are depicted on Exhibit B as Parcels B and C and have tax identification numbers _____ and _____ respectively. The Outlot Parcels will have access to the roads in the

Condominium Project for ingress/egress including recreational access for biking or walking. In exchange, the Outlot Parcels will be required annually to pay a prorated share of the costs of maintenance, repair and restoration of the roads in the Condominium Project, based upon one share per parcel or Unit. The Association shall send the Outlot Parcels a statement of these costs annually, payable in thirty (30) days. The Association shall be entitled to collect these costs from the Outlot Parcels and to lien them for any unpaid costs in the same manner as the Units, as set forth in the Bylaws. The Outlot Parcels are not subject to any other provisions or restrictions in the Master Deed or Bylaws.

Section 6.9 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 6.10 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.

ARTICLE VII 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 VIII CONTRACTABILITY OF CONDOMINIUM

Section 8.1 Limit of Unit Contraction. The Project established by this Master Deed consists of 19 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 8.2 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 8.3 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 8.4 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 8.5 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 IX 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 IX; 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 9.1 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 9.2 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 9.3 Additional Amenities. The Developer may, in its sole discretion, construct various amenities including, but not limited to, an entrance gate or other limited access structure (subject to the approval of the Township and the Brighton Area Fire Authority), 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. The Developer and/or Association shall comply with all township ordinances before starting the construction of any amenities. 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. If a gated entrance is installed, the Developer and the Association shall provide to all Emergency Service Providers all keys and/or codes necessary to obtain entry to the Condominium Premises. 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, subject to compliance with all Township ordinances. 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 9.4 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 9.5 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 9.6 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 IX. 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 9.7 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 IX. 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 IX. 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 9.8 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 IX. 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 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 RESTRICTIONS

In addition to any restrictions or requirements set forth by local, state or federal law, ordinance, rule or regulation, all of the Units in the Condominium Project shall be held, used, and enjoyed subject to the following limitations and restrictions:

Section 11.1. Architectural Design Requirements and Unit Restrictions.

(a) *Residential Use and Basic Design Control.* Unless otherwise specifically herein permitted, the only structure that may be constructed and maintained upon a Unit is a single family dwelling with an attached garage that complies with the terms of the Condominium Documents (a “Dwelling”). The architectural style of every Dwelling will be determined by the Developer in its sole discretion. Every Dwelling will otherwise be designed, developed, and constructed to be dignified and to be harmonious and complimentary with every other Dwelling; and the Condominium Project will be developed as a refined and exclusive residential community of the highest architectural, construction, and aesthetic standards. Any other building, structure, or improvement (any of these an “Improvement”) may only be constructed or installed or maintained upon a Unit with the prior written consent of Developer, which Developer may withhold in its sole discretion. Generally, the Developer does not intend to allow Improvements, except for the Dwelling, structures necessary in connection with an approved inground pool, and one permanent detached building with a minimum of 400 square feet, if built on a proper concrete foundation and located behind the house within the building envelope for such Unit, with the exterior matching the exterior of the house, or other exterior approved by the Developer. Any improvement that is permitted by Developer will be designed, developed, and constructed to be dignified and to be harmonious and complimentary with every Dwelling and with every other Improvement in order that the Condominium will be developed as a refined and exclusive residential community of the highest architectural, construction, and aesthetic standards. Temporary buildings or structures may not be constructed or erected or installed or maintained upon any Unit and mobile homes, trailers, campers, tents, shacks, tool sheds, barns, tree houses, or any other similar structures may not be located or installed or maintained upon any Unit, whether temporarily or permanently. In addition to the basic requirements set forth herein, at any time and from time to time, Developer may prepare and distribute architectural and detail guidelines regarding the design, development, and construction of Dwellings and Improvements. Every Dwelling and Improvement must be constructed, installed, and maintained

according to the terms and conditions of the Final Approval for that Dwelling or Improvement, pursuant to the terms of *Section 11.2* below. The Developer may at any time appoint one or more agents to perform its reviews and provide its approvals as required in this Article XI.

(b) *Structural and Design Guidelines of Dwelling.* All buildings must comply with all state and local building requirements, regulations and ordinances, and to the extent not inconsistent with such state and local building requirements, regulations and ordinances:

(i) *Height.* The maximum height of any Dwelling is 30 feet, as determined by the Developer in its sole discretion. Developer will in its sole discretion establish the method to determine the height of any Dwelling or Improvement.

(ii) *Square Foot Requirements.* The minimum livable floor area of any Dwelling is 2,200 square feet for a one-story Dwelling and 2,600 for a one and a half or two-story Dwelling, with a minimum of 1,900 square feet on the first floor. The maximum livable floor area of any Dwelling is 8,000 square feet. If an Owner owns two contiguous Units that will be the location of single Dwelling, it shall be treated as one Unit. The number of square feet of livable floor area in a Dwelling will not include the number of square feet contained in any garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, or any other similar areas (as determined by the Developer), whether or not any of the foregoing areas are attached to a dwelling. The number of square feet of livable floor area in a Dwelling will include the number of square feet contained in an enclosed porch that is attached to that Dwelling, if the roof of that porch is an integral part of the roof line of that Dwelling.

(iii) *Garage.* A garage must be attached to the side of each Dwelling and Developer will determine in its sole discretion the side of each Dwelling to which a garage will be attached and the side of each garage that will be the entrance to the garage. Each garage must contain sufficient space for two and one-half cars but may not be large enough to accommodate more than three cars or to accommodate recreational vehicles that would not be accommodated in a standard size, two car garage.

(iv) *Building Envelopes.* The location upon a Unit of every Dwelling and every improvement must comply with the front, rear, side and 25 feet undisturbed natural features wetland setback requirements of any applicable zoning ordinance; but regardless of the requirements of any applicable zoning ordinance, a Dwelling (including without limitation any overhangs, porches, patios, decks or any other portion of any Dwelling) or any Improvement may not be constructed or installed or maintained in any of the setbacks that are described and depicted in respect of each Unit in the Condominium Subdivision Plan. Developer will in its sole discretion determine the side, rear, and front boundary lines of each Unit and the side, rear, and front of any Dwelling constructed on any Unit; but to the extent deemed appropriate by the Developer in its sole discretion, any requirements or restrictions pertaining to the front of any Unit will be deemed to apply to the rear or to the side of any Unit, in order that any unsightly or inappropriate conditions of any Unit will not be visible from any other Unit or from any road. Without the prior written approval of Developer, a Dwelling or any Improvement may not be constructed upon any Unit if the proposed location of that Dwelling or Improvement will unreasonably obstruct the view from any other Dwelling.

(v) Walkways and Driveways. Each Dwelling shall have a driveway and walkway adequate to provide access. Walkways shall be paved with brick or concrete. All driveways shall be constructed with hard surfacing of asphalt, stamped colored concrete, concrete or brick paving, and shall be installed prior to occupancy of the residence, weather permitting. If completion of the drive will be delayed by weather until after the owner occupies the premises, the driveway shall be complete by the following June 1. If it is not so completed, the Developer may complete the same and be reimbursed for the cost thereof from the Co-Owner.

(vi) Roof elements. The minimum pitch of the roof over any Dwelling or Improvement is six feet vertical for every 12 feet horizontal; but flat roofs may be installed over “Florida rooms” or porches or patios and with the prior written approval of Developer a flat roof may be installed over particular portions of multiple level dwellings or in certain approved contemporary styles. Green, red, white, silver, gray, or any other off-white or similar color (as determined by Developer in its sole discretion) roofs are prohibited. All roofs must be covered by cedar shake, slate, or asphalt shingles.

(vii) Exterior Design. The exterior of every Dwelling and of every Improvement must be primarily wood, stone or brick, with a minimum of 60% brick or stone on all sides, unless a lesser amount is approved by the Developer, and the color of the exterior of every Dwelling (which color may not be changed without approval of the Developer) is subject to the approval of Developer, which approval Developer may withhold in its sole discretion. The installation of vinyl or aluminum siding, Texture 1-11, or drivet on the exterior of any Dwelling or Improvement is not permitted. The exterior of any Dwelling or any Improvement may not be painted or stained (or repainted or restained) without the prior written approval of Developer. Aluminum or metal windows may not be installed in any Dwelling or Improvement. Chimneys (whether for fires or for furnaces) must have flues which are entirely lined with a standard clay lining or with other fire-resistant material.

(viii) Air Conditioning Location. Any of the components of any air conditioning or similar systems (including without limitation any compressors) that are installed outside of any Dwelling must be screened by a stone or masonry wall in order that those components will not be visible from any other Units or from any road in order that any noise created by those components will be contained within that Unit. Developer will determine at any time and from time to time whether any particular screening is sufficient. Air conditioning or any other heating or cooling or ventilation units may not be installed within any window or attached to the wall of any Dwelling or Improvement.

(c) Additional Unit Restrictions.

(i) Recreational Ramps. Ramps, inclines, or other similar structures to facilitate skate-boarding, roller skating, roller blading, or similar activities (as determined by Developer in its sole discretion) may not be installed or maintained upon any Unit.

(ii) Repellent Devices. Bug lights, “bug zappers”, or another bug elimination or repellent devices may not be installed or maintained upon any Unit; but with the prior written approval of Developer (which Developer may withhold in its sole discretion) these devices may be installed and maintained upon a Unit for a temporary period of time if there is a demonstrated need for that device for a special occasion.

(iii) Pools. Above-ground swimming pools are prohibited. In-ground swimming pools and outdoor, above-ground jacuzzis, hot tubs, or any other similar facilities may not be constructed or maintained upon a Unit without prior written approval of Developer, which Developer may withhold in its sole discretion.

(iv) Antennae and Dishes. Outside radio or television aerials or antennae and satellite dishes or other reception or transmission may be construed or maintained upon a Unit, in a location that has been approved by Developer and that will not be visible from any other Unit or from any road, Developer will not establish any rules regarding the use or location of any satellite dishes, if those rules are prohibited by applicable law or regulation.

(v) Mailboxes and Addresses. Mailboxes and street address designations may not be installed upon any Unit without prior written approval of Developer. At any time and from time to time the Developer may elect that all of the mailboxes in the Condominium Project will be either the same uniform design, and/or clustered at a common location; and in this event all of the mailboxes in the Condominium Project will be installed according to plans and specifications determined by Developer and at a common location that is determined by Developer. The cost of installing these mailboxes will be paid by each Owner and the Association may levy an assessment against each Unit to pay for the cost of installing any of these mailboxes.

(vi) Tennis Courts. Tennis courts may not be constructed or maintained upon a Unit without the prior written approval of Developer, which Developer may withhold in its sole discretion.

(vii) Lawn sculptures and Signs. Lawn ornaments, sculptures, statues, and signs may not be installed or maintained upon any Unit (including without limitation any signs stating that any Unit is for rent or for sale or any signs identifying any architect, builder, contractor, landscaper or landscape architect) without the prior written approval of Developer, which Developer may withhold in its sole discretion.

(viii) Fences. No fence or wall shall be placed, erected or permitted to remain on any Unit without approval of the Developer. Fences which are required by local ordinance to enclose swimming pools shall be allowed provided they are kept in good condition and repair at all times. In general, black wrought iron, aluminum or similar looking fences, ornamental fences, garden walls and similar devices may be approved, provided that if more than two (2) feet above grade in height, they do not extend further toward the front of the Lot than the rear line of the house. No wooden or chain link perimeter fences will be permitted.

(ix) Yards and Landscaping. All Units in the Project, not owned by Developer, shall be kept neat, and free of debris. No Unit shall be used as a dumping ground and all rubbish, trash, garbage or other waste shall be kept in sanitary containers. All brush or other debris piles and accumulations on any Unit or Units must be removed within ninety (90) days of its accumulation. No dirt shall be removed from any parcel without approval from the Developer. All Units shall be landscaped in a suitable manner, including finish grading, seeding or sodding, ornamental planting, and an underground sprinkler system. A minimum of 40 feet from the road edge and running the length of the property frontage shall be grass routinely cut and maintained. Any fence, wall, tree, hedge, bush, shrub or other planting, or obstacle shall not

be placed or maintained within twenty-five (25) feet of any roadway if the same would obstruct sight along the roadway or another roadway at elevations between three (3) and six (6) feet due to curvature of the roadway or intersection with another roadway. However, trees may be planted or maintained within this area if the foliage line is maintained at sufficient height to prevent such obstruction of sight. All Unit owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape. Any Unit which includes regulated wetlands shall not grade the area and shall preserve it in its natural state and shall preserve the undisturbed 25 foot natural features setback as required by the Township Ordinances. No living trees greater than three inches in diameter shall be cut or removed from a parcel twelve (12) months after the residence is completed without review and approval of the Developer.

(x) Grade changes. The Units have been left in as natural a state as possible and as a result of the construction of roads, there are low spots and other areas in which water may accumulate and stand temporarily. Neither the Developer nor the Livingston County Drain Commissioner is under any obligation to correct any such condition. The grade of any Unit in the development may not be altered so as to increase or direct water runoff to any other Unit or the development's wetland areas. Surface water runoff shall be directed to the development's storm water system. All water retention areas shall be allowed to remain in a state of nature, except as required for maintenance to ensure function as designed. No structures shall be erected nor shall any bushes, trees or other plants be planted thereon or any fill or other material deposited or placed thereon. No soil or minerals shall be dredged or removed, nor shall any water be drained therefrom.

(xi) Non-Disturbance of Wetlands and Natural Features Set-back. 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, as required by Township Ordinance, 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.

(d) Use Restrictions.

(i) Activities. Use of the common areas shall be restricted to Unit owners and their guests. All Unit owners shall have the right and easement of enjoyment of the common areas and such easement shall be appurtenant to and shall pass with the title of every Unit in the development. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General Common Elements, nor shall anything be done which may be or

become an annoyance or a nuisance to the Co-Owners of the Condominium Project. 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 conduct or permit any activity or keep or permit to be in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and, if approved, the Co-Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

(ii) *Aesthetics.* The Limited and General Common Elements shall not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. In General, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium.

(iii) *Vehicle storage.* No commercial vehicles, house trailers, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Unit in the development for any period in excess of forty eight hours, unless stored, fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the development on any Unit therein, except while making deliveries or pickups in the normal course of business. This shall not apply to developer's vehicles and structures, or vehicles and equipment used in connection with and during the period of home construction.

(iv) *Pets.* No animals, livestock or poultry of any kind shall be raised, bred, trapped, injured or killed, or kept in any Unit or other Limited Common Elements, except dogs, cats or other common household pets, and except that a Co-Owner may trap or dispose of any animal which constitutes a nuisance or a threat to health or safety. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. If pets are allowed in the yard of a residence, the same shall be controlled and restrained by "invisible fencing." No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be leashed and accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission

therefor. No runs, pens or shelters for pets shall be permitted within a Unit or other Limited Common Elements unless such runs, pens or shelters do not exceed 150 square feet in area and are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the Unit from the street. The run or pen shall be fenced and the exterior shall be landscaped or planted so as to screen the view of adjoining Units. No dog or dogs shall be allowed to reside outside of a dwelling or be allowed to remain outside of a dwelling unsupervised for extended periods of time (multiple hours). The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems 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 the Bylaws and in accordance with its duly adopted rules and regulations.

(v) Trash Containers. Containers may be placed at the roadside for pick-up but shall not be left there for more than twenty-four (24) hours in any week. Any debris resulting from the damage or destruction of any improvement on a Unit shall be removed with all reasonable dispatch in order to prevent an unsightly or unsafe condition.

(vi) Subletting and leasing. If a Unit is leased or sublet, the Co-Owner shall provide the name and contact information of the tenant or tenants to the Association and shall at all times remain responsible for its tenants' compliance with the obligation of the Project and the Association.

Section 11.2. Design and Architectural Approvals for Dwellings or Improvements.

(a) In order that every Dwelling and every Improvement will be designed and constructed and the Condominium will be developed in a manner that is consistent with the highest standards of a beautiful, serene, first-class, private, residential community, any Dwelling or any Improvement, as the case may be, may not be constructed or installed or maintained, unless Developer, or its designated agent, has granted "Final Approval" in respect of that Dwelling or Improvement. To obtain Final Approval:

(i) The Owner of the Unit upon which the Dwelling or Improvement is proposed to be constructed or installed must first obtain "Concept Approval". To obtain Concept Approval, that Owner (or an authorized representative of that Owner) must submit to Developer (A) a topographical survey of each Unit, prepared by a registered engineer or surveyor and depicting existing grades and the location of all trees having a diameter at ground level of three inches or more; (B) a conceptual site plan, depicting the location of any proposed Dwelling or Improvement; (C) a conceptual floor plan; (D) conceptual front and rear elevation drawings of the proposed Dwelling or Improvement; and (E) a description of all of the colors and types of exterior materials in respect of the Dwelling or Improvement. Concept Approval will be deemed to have been granted when Developer has approved in writing all of these submissions.

(ii) If an Owner has obtained Concept Approval, that Owner must then obtain “Preliminary Approval”. To obtain Preliminary Approval, that Owner (or any authorized representative of that Owner) must submit to Developer (A) a detailed site plan of the Unit, superimposed over the topographical survey described under subparagraph (i) above, depicting proposed grades (including without limitation detailed proposed final grades for landscaping), (B) a dimensioned floor plan; (C) detailed drawings of every elevation, (D) actual samples of cedar shake, slate, or asphalt shingles and stain or paint materials and colors, (E) a conceptual landscape plan, if applicable, and (F) an exterior lighting plan. The location of any proposed Dwelling or Improvement must be staked on the Unit. Preliminary Approval will be deemed to have been granted when Developer has approved in writing all of the foregoing submissions and the location of the Dwelling and all of the proposed Improvements, as the case may be.

(iii) If an Owner has obtained Preliminary Approval, that Owner must then obtain “Final Approval”. To obtain Final Approval, that Owner (or any authorized representative of that Owner) must submit to Developer (A) all prints, plans, and other matters that have been submitted or are required to be submitted to obtain a building permit for the Dwelling or Improvement from the appropriate governmental authority, (B) a dimensional site plan, sealed by a registered engineer and depicting all setbacks and all existing and all proposed elevations and all trees located on the Unit and having a diameter at ground level of three inches or more (and an identification of any tree that the Owner of that Unit intends to remove from that Unit), (C) complete building plans for the Dwelling or Improvement, sealed by a registered architect, (D) a final exterior lighting plan that will (without limitation) be designed (I) in order that any exterior lighting will not directly shine into any other Dwelling and (II) to include a timing system that will activate exterior lighting at dusk and deactivate exterior lighting at dawn (which activation system will include both a photo-sensitive activator and a clock activator), (E) a construction schedule specifying completion date for foundations, rough-in, the entire Dwelling or Improvement, and the installation of landscaping, as applicable, (F) a list of exterior materials and colors (including paint and stain colors), including actual samples if not already submitted, (G) the deposit described under Paragraph 10(f)(iii) below, if required by Developer, and (H) any other materials or information required by Developer. Final Approval will be deemed to have been granted when Developer has approved in writing all of the foregoing submissions.

(iv) Each instrument or document submitted to Developer must be accompanied by three copies of that instrument or document. After Final Approval has been granted, two of these copies will be returned to the Owner of the Unit in respect of which these instruments or documents were submitted and any remaining copies will be retained by and be the property of Developer. Any approval hereunder by Developer will not be effective unless that approval is in writing.

(b) Regardless of any other terms of the Condominium Documents, any Dwelling or Improvement (or any alteration, modification, or variance of any Dwelling or Improvement) that is not in strict compliance with the terms of these Bylaws may not be constructed or maintained upon any Unit unless the particular condition of that Dwelling or Improvement that does not comply with the terms of these Bylaws was identified to Developer in the submissions required under subparagraph (a) above, and unless that condition was specifically recognized by

Developer and approved by Developer in writing. Every Dwelling or Improvement and every alteration, modification, or variance of any Improvement must be constructed and installed in strict compliance with the Final Approval for that Dwelling or Improvement or for an alteration, modification or variance or any Dwelling or Improvement.

(c) A Dwelling or an Improvement may not be altered or modified or varied in any manner (including without limitation the materials and colors that will be used in respect of the construction and installation of that Improvement) from the terms of the Final Approval for that Dwelling or Improvement; and Final Approval must be obtained from Developer to alter or modify or vary any Dwelling or Improvement (even if that alteration or modification or variance is required for reasons beyond the control of the Owner of that Dwelling or Improvement); but if a proposed alteration or modification or variance or any Dwelling or Improvement is Immaterial (as determined by Developer), Final Approval is not required in respect of that alteration, modification, or variance. Any Owner requesting Final Approval to alter, modify, or vary any Improvement will first submit to Developer any information requested by Developer (including without limitation material and color samples) to permit Developer to determine whether that alteration, modification, or variance is material or immaterial.

(d) The plans and specifications submitted hereunder to Developer to obtain Concept Approval must be accompanied by a \$500 payment to Developer. This payment will be retained by Developer in respect to any costs or fees incurred by Developer to review any plans or specifications submitted under this Section by the Owner. This payment is not refundable. If an agent is designated by the Developer, this fee may be split with the agent.

Section 11.3 Transfer of Architectural and Design Review. The Developer shall have sole architectural review control through the end of the Construction and Sales Period. At that time, the Developer shall assign all review rights and authority to the Association. Thereafter references to the Developer shall be deemed to be the Association. The Association may appoint an agent or form an architectural review committee to perform the functions set forth in Section 11.2 above. In addition to the rules set forth above, the Association may prescribe from time to time the procedures to be followed and the information to be submitted in conducting such architectural reviews. The committee may refuse to consider any request which does not follow the prescribed procedures. In the event, the Developer ceases to exist or ceases to respond to requests for approvals or perform required responsibilities hereunder, the rights shall have been deemed to be assigned to the Association.

Section 11.4 Association. An Association to administer the Condominium Project shall be created in accordance with the Act which shall operate in accordance with the Bylaws attached hereto as Exhibit A. All Co-Owners are members of the Association, which shall consist of and exist for the benefit of all persons who shall at any given time own Units in the Project. The Association shall have the authority to establish rules, regulations, voting procedures and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the use and maintenance of the common areas. Upon establishment of the Association, the Association shall have the authority to enforce building and use restrictions on the Units that have been sold.

Section 11.5 Association Dues. Co-Owners shall pay assessments to cover taxes, maintenance, improvements, insurance and other costs incurred against the common areas as set forth in the Bylaws. In addition, upon purchase of a Unit, each Co-Owner shall pay a one-time initial capital contribution of One Thousand Dollars \$1,000.00 to the Developer. The Developer is not required to pay association dues for any unsold Units. These initial funds shall be used by the Developer for the purpose of promoting the recreation, health, safety, and welfare of the residents and for the operation and maintenance of common areas.

Section 11.6 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt 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, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than 50% of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities. Notwithstanding the foregoing, any amendment to such rules and regulations which would be inconsistent with the Conditional Zoning Agreement or the approved final site plan for the Condominium shall require the written approval of the Township.

Section 11.7 Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit and other Appurtenances and improvements constructed on such Unit, and any other Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the performance of the maintenance of the Common Elements. In addition, the Association and its agents shall at all times without notice have access to each Unit and Appurtenances, and other improvements constructed thereon, and any Limited Common Elements appurtenant thereto as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit and other improvements constructed on such Unit and any Limited Common Elements appurtenant thereto during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto 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 thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11.8 Livingston County Health Department Restrictions. The following restrictions placed on _____ Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

- (a) There shall be no future subdividing of any building Units which would utilize

individual onsite sewage disposal and/or water supply systems.

(b) _____ Site Condominium Project has been approved for 19 individual Units as described in _____ site plan Job # _____ dated _____ 2019. The septic and wells shall be located in the area of the approved soil borings as indicated on said plan, which is on file at the Livingston County Health Department.

(c) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of 10 foot protective clay barrier or be drilled to a depth of 100 feet if adequate clay protection is not encountered. The well shall be grouted the entire length of the casing.

(d) The test wells used to determine onsite water supply adequacy have been drilled on Units ____ and _____. If these wells are not intended for use as potable water supplies, they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(e) There shall be no underground utility lines located within the areas designated as active and reserve septic systems areas.

(f) 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 disposal uses.

(g) A 2800 square foot area has been designated on each Unit for the active and reserve sewage disposal systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

(h) All restrictions placed on the development by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.
[include any health dept restrictions]

Section 11.9 Unit division. No Unit may be divided, split or reduced in size by any method, without the proper approval of the Developer and compliance with all applicable local ordinances and state laws. Units may be enlarged by consolidation with one or more adjoining Units under one ownership. If more than one Unit is developed as a Unit, all restrictions shall apply as to a single Unit.

Section 11.10 Reserved Rights of Developer.

(a) *Developer's Rights In Furtherance of Development and Sales.* None of the restrictions contained in this Article XI 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 the Articles

of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

(b) Enforcement of Restrictions. 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 provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section may include, without limitation, an action to restrain the Association or any Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

(c) Waiver of Restrictions. The purpose of this Article XI 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, waive, at any time during the Construction and Sales Period, any part of the restrictions set forth in this Article XI 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 XI 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.

ARTICLE XII 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 12.1 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, XII and XIII 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) Charter Township of Genoa Consent Required. No amendment of this Master Deed or the Condominium Documents may be made without the prior written consent of

the Charter Township of Genoa, if such amendment would affect a right of the Charter Township of Genoa set forth or reserved with in this Master Deed or in the Condominium Documents.

Section 12.2 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 XIII 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 XIV 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 XV 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.

RECEIVED

By Amy Ruthig at 11:29 am, Jun 17, 2019

EXHIBIT A

CONDOMINIUM BYLAWS

THE RIDGE SITE CONDOMINIUM ASSOCIATION

CONDOMINIUM BYLAWS

THE RIDGE SITE CONDOMINIUM ASSOCIATION

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. The Ridge 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 Ridge 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.

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 20% 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 2.6 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 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.

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. 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.

RECEIVED
By Amy Ruthig at 11:30 am, Jun 17, 2019

LEGAL DESCRIPTION DEVELOPMENT PARCEL (AS SURVEYED)

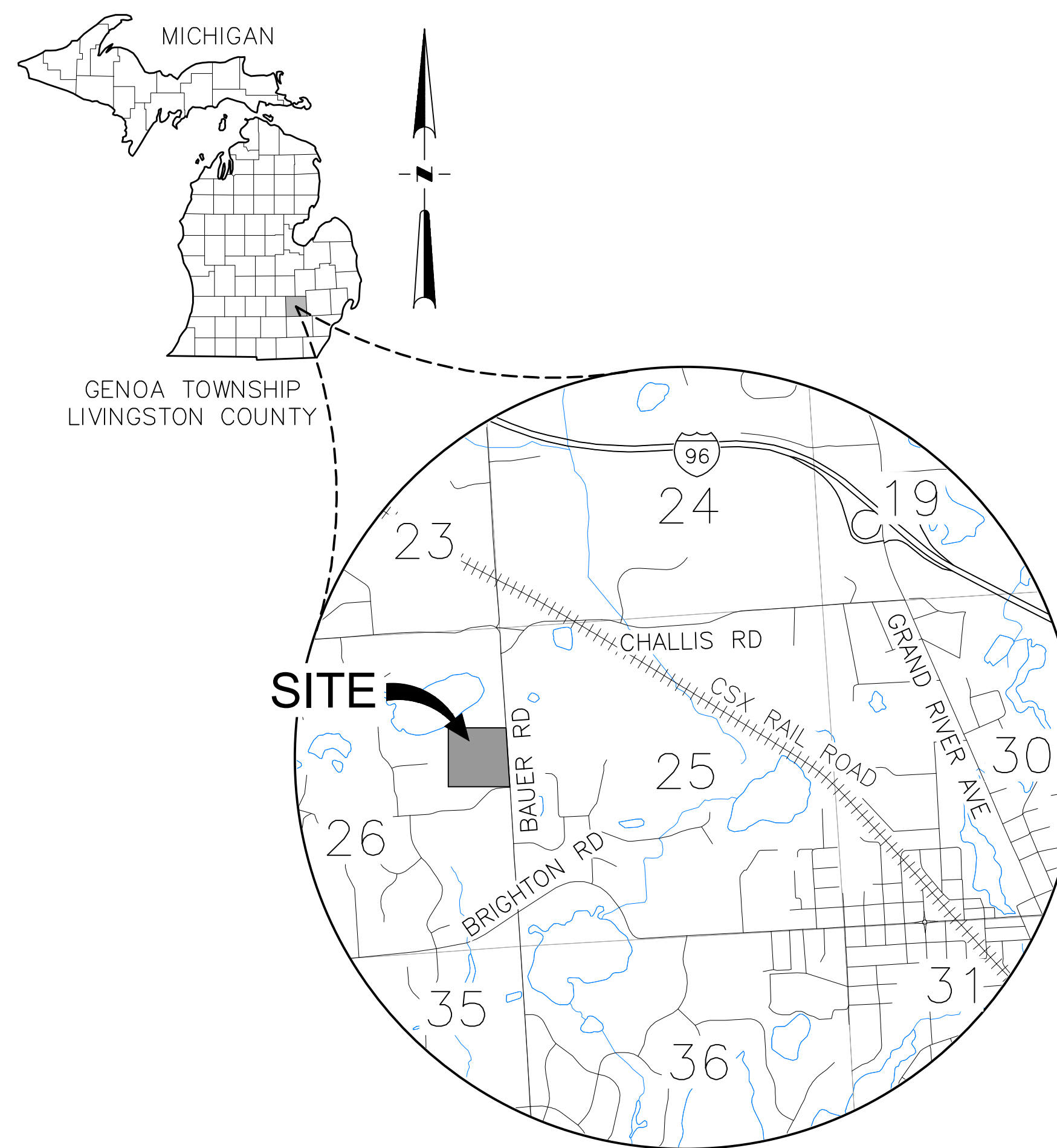
A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 5 EAST, GENOA TOWNSHIP, LIVINGSTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED) AND THE NORTH LINE OF BRIGHTON ESTATES SUBDIVISION AS RECORDED IN LIBER 23, PAGE 35 THRU 39 OF THE LIVINGSTON COUNTY RECORDS, S87°17'35"W, 1332.50 FEET;
THENCE ALONG THE EAST LINE OF LOT 30 AND LOT 29 OF SAID BRIGHTON ESTATES SUBDIVISION, N02°40'57"W, 1320.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 29 OF BRIGHTON ESTATES SUBDIVISION;
THENCE N86°54'53"E, 697.77 FEET;
THENCE S01°17'52"W, 520.30 FEET;
THENCE S74°19'35"E, 73.08 FEET;
THENCE PARALLEL WITH SAID EAST LINE OF LOT 30 AND 29, S02°40'57"E, 231.96 FEET;
THENCE N87°17'35"E, 275.70 FEET TO THE NORTH LINE OF A 66 FOOT WIDE INGRESS/EGRESS & PUBLIC/PRIVATE UTILITY EASEMENT;
THENCE ALONG SAID NORTH LINE OF A 66 FOOT WIDE INGRESS/EGRESS & PUBLIC/PRIVATE UTILITY EASEMENT THE FOLLOWING THREE (3) COURSES:
1) N11°35'55"E, 25.22 FEET;
2) 242.46 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 75°54'45", AND A CHORD WHICH BEARS N49°33'17"E AT A DISTANCE OF 225.11 FEET;
3) N87°30'40"E, 91.61 FEET TO THE WEST RIGHT-OF-WAY LINE OF BAUER ROAD (PUBLIC - RIGHT-OF-WAY);
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, N02°40'58"W, 18.89 FEET;
THENCE N86°54'53"E, 50.00 FEET TO THE EAST LINE OF SAID SECTION 26 AND CENTERLINE OF BAUER ROAD (PUBLIC - RIGHT-OF-WAY);
THENCE ALONG SAID EAST LINE OF SECTION 26 AND CENTERLINE OF BAUER ROAD, S04°40'58"E, 732.60 FEET TO SAID EAST 1/4 CORNER OF SECTION 26, SAID POINT ALSO BEING THE POINT OF BEGINNING CONTAINING 30.261 ACRES.

SUBJECT TO A 66 FOOT WIDE INGRESS/EGRESS & PUBLIC/PRIVATE UTILITY EASEMENT AS DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26 AND CENTERLINE BAUER ROAD (PUBLIC - RIGHT-OF-WAY), N02°40'58"W, 647.18 FEET;
THENCE S87°30'40"W, 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID BAUER ROAD AS THE POINT OF BEGINNING OF 66 FOOT WIDE INGRESS/EGRESS & PUBLIC/PRIVATE UTILITY EASEMENT;
THENCE CONTINUING S87°30'40"W, 91.83 FEET;
THENCE 155.02 FEET, ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 75°54'45", AND A CHORD WHICH BEARS S49°33'17"W AT A DISTANCE OF 143.90 FEET;
THENCE N78°24'05"W, 66.00 FEET;
THENCE 242.46 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 75°54'45", AND A CHORD WHICH BEARS N49°33'17"E AT A DISTANCE OF 225.11 FEET;
THENCE N87°30'40"E, 91.61 FEET TO SAID WEST RIGHT-OF-WAY LINE OF BAUER ROAD;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S02°40'58"E, 66.00 FEET TO THE POINT OF BEGINNING, ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC OVER BAUER ROAD (PUBLIC - RIGHT-OF-WAY), ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT "B" TO THE MASTER DEED OF
THE RIDGE
SITE CONDOMINIUM

PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



LOCATION MAP
N.T.S.

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND.

DESIGN ENGINEER/SURVEYOR



MONUMENT ENGINEERING GROUP ASSOCIATES, INC

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE,
FOWLERVILLE, MI 48836
PHONE: 517-223-3512

OWNER/DEVELOPER

JOHN MORETTI

4242 BAUER ROAD
BRIGHTON, MI 48116

LANDSCAPE ARCHITECT

GREAT OAKS LANDSCAPE


28025 SAMUEL LINDEN COURT
NOVI, MI 48377
PHONE: 248-349-8555

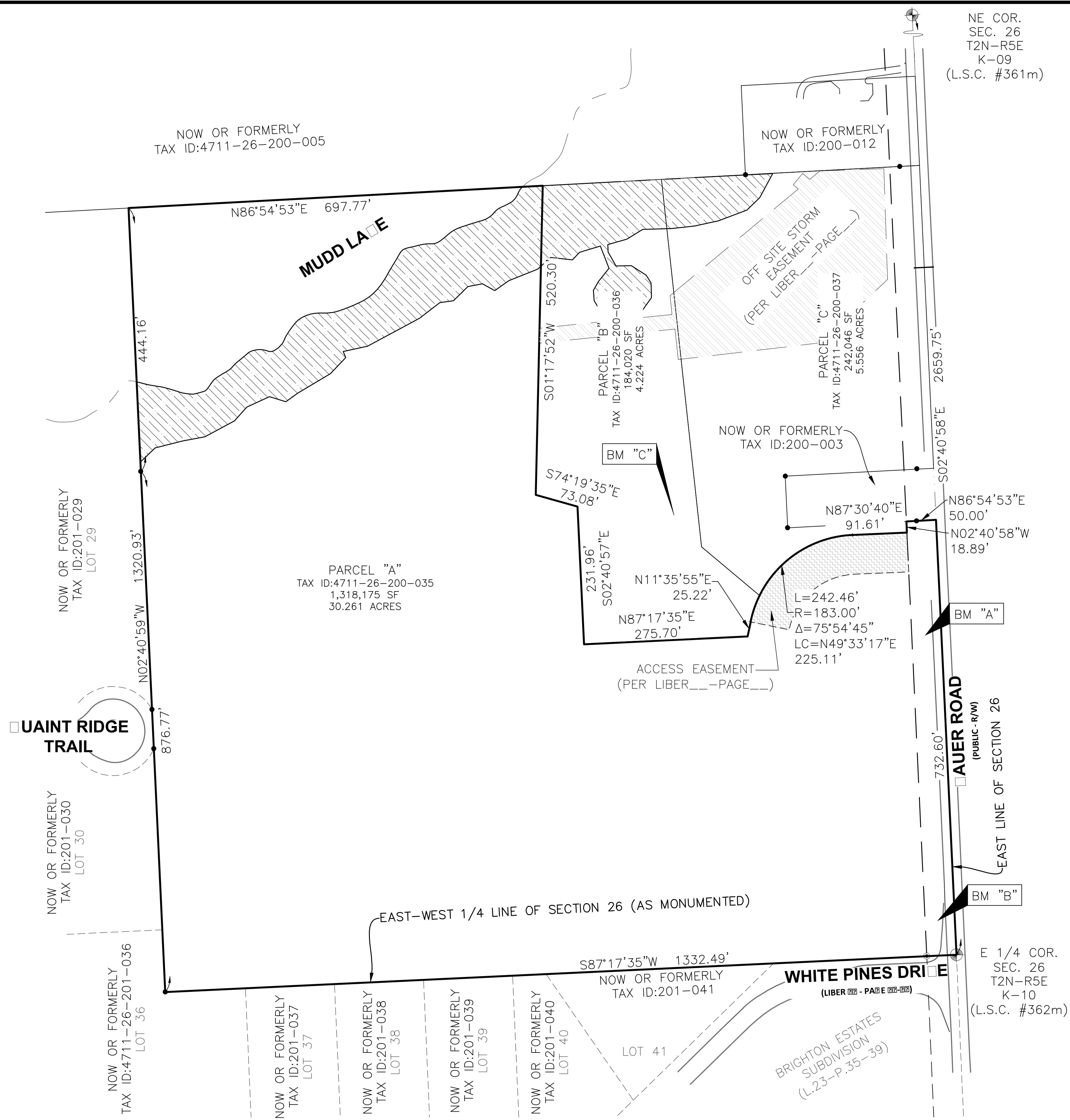
SHEET INDEX		
SHEET	1	COVER SHEET
SHEET	2	SURVEY PLAN
SHEET	3	SITE PLAN COORDINATES
SHEET	4	UNIT PLAN
SHEET	5	UTILITY PLAN

NOTE ATTENTION COUNTY REGISTER OF DEEDS

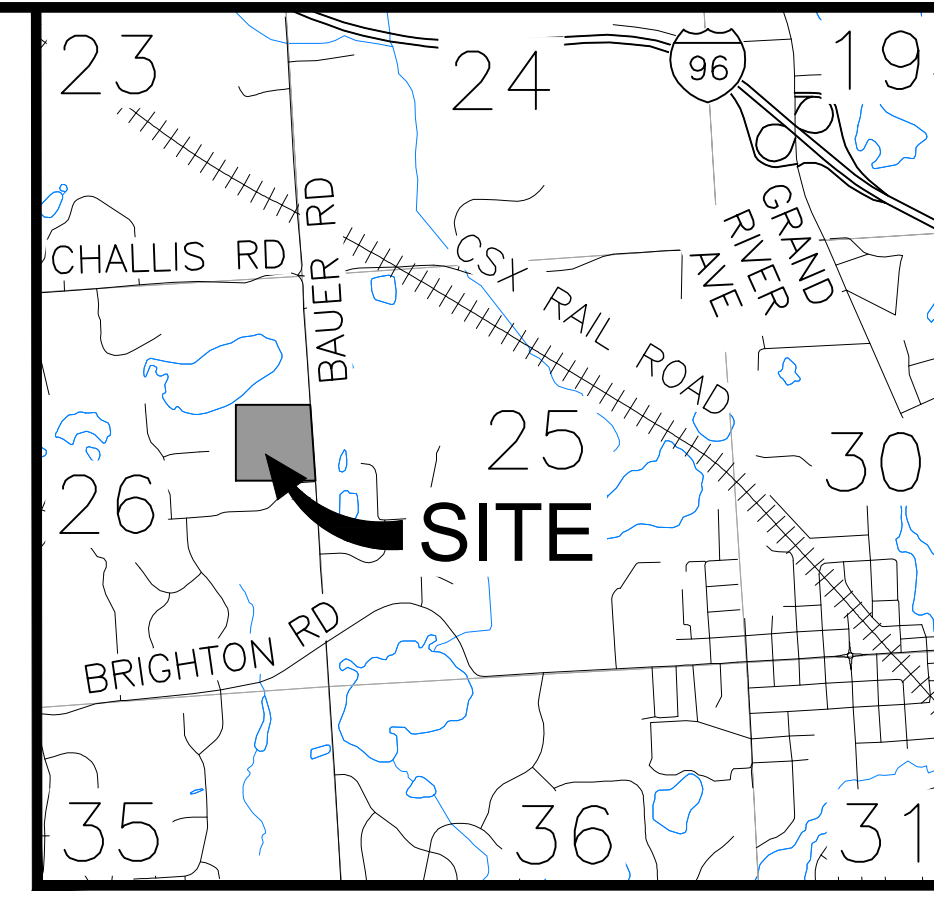
- THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.
- THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.
- ALL ROADS AND DRAINAGE SYSTEMS SHOWN HAVE BEEN CONSTRUCTED OR MUST BE BUILT

PROPOSED: _____ AS-BUILT: _____

 INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS Monument Engineering Group Associates, Inc. 298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512	OWNER	
	"THE RIDGE SITE CONDOMINIUM" PART OF THE NE 1/4 SEC. 26, T2N-R5E GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN	
	JOHN MORETTI 4242 BAUER ROAD BRIGHTON, MI 48116	
	JOB # : 18-025	DRAWN: DC CHK: MB
SCALE : N/A	SHEET: □	
DATE : 6/13/2019		



NE COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)



LOCATION MAP NO SCALE

LE^{END}

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- LIMITED COMMON ELEMENT
- ON SITE STORM EASEMENT
- OFF SITE STORM EASEMENT
- ACCESS EASEMENT

BENCHMAR^S

DATUM: NAVD88

BM A:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 26'± WEST OF CENTERLINE OF BAUER ROAD & 539'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
ELEV = 986.91

BM B:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 28'± WEST OF CENTERLINE OF BAUER ROAD & 58'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
ELEV = 970.48

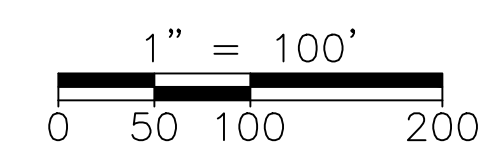
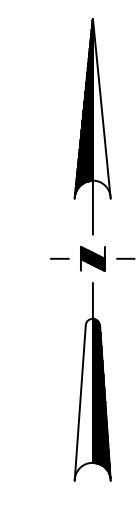
BM C:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 439'± WEST OF CENTERLINE OF BAUER ROAD & 565'± SOUTH FROM SUBJECT'S NORTH PROPERTY LINE.
ELEV = 1013.57

CERTIFICATION

I, MARC E. BUDZINSKI, Professional Land Surveyor of the State of Michigan, hereby certify:
That the subdivision plan known as "THE RIDGE SITE CONDOMINIUM", Livingston County Condominium Plan No. _____, as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 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 No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

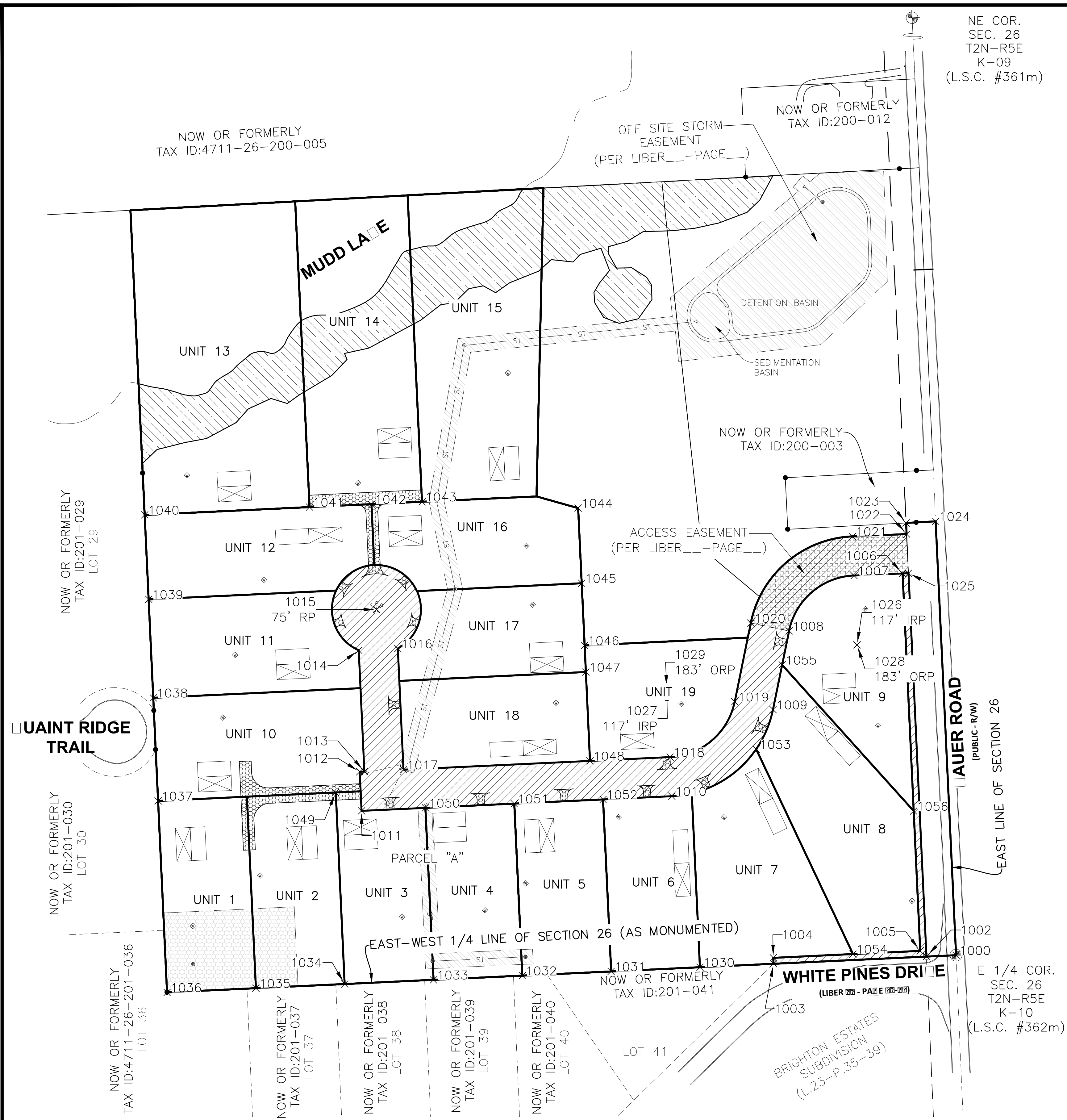
Signature: _____
Professional Land Surveyor No. 53492 Date: 6/13/2019
Monument Engineering Group & Associates Inc.
298 Veterans Drive Fowlerville, MI

Printed: Marc E. Budzinski
Professional Land Surveyor No. 53492 Date: 6/13/2019



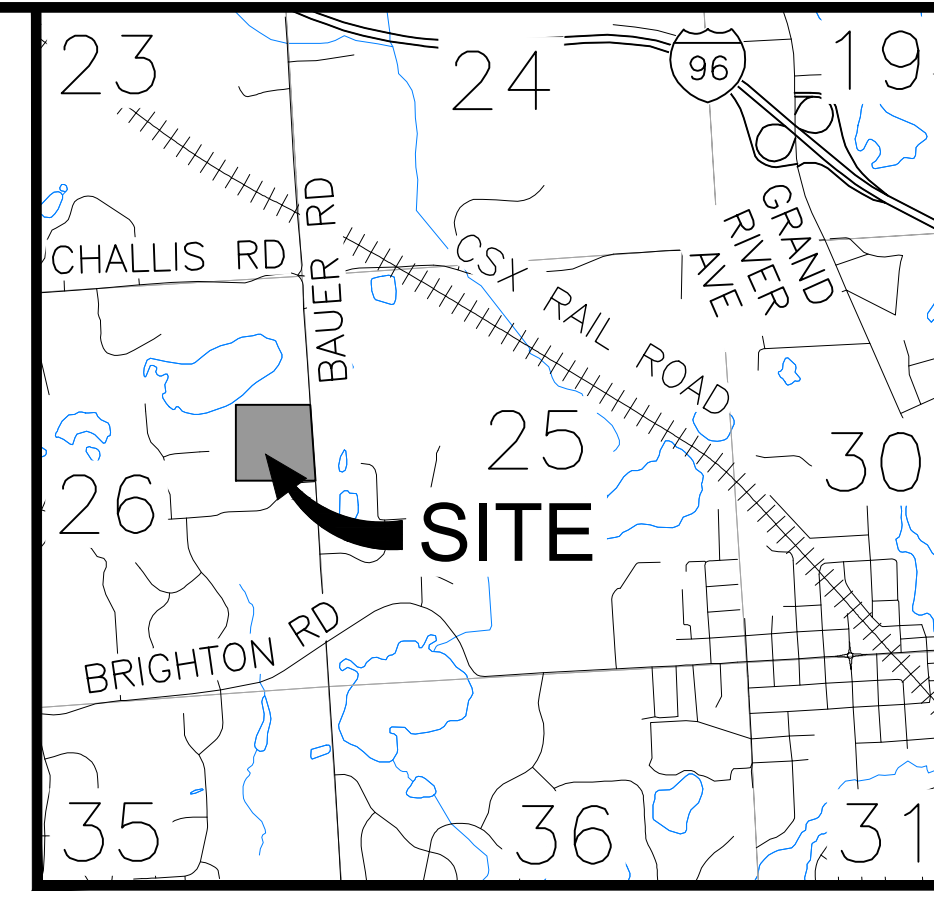
PROPOSED: _____ AS-BUILT: _____

	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	<p>"THE RIDGE SITE CONDOMINIUM" PART OF THE NE 1/4 SEC. 26, T2N-R5E GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN</p>	
	<p>JOHN MORETTI 4242 BAUER ROAD BRIGHTON, MI 48116</p>	
	<p>JOB # : 18-025 SCALE : 1"=100' DATE : 6/13/2019</p>	<p>DRAWN: DC CHK: MB SHEET: <input type="checkbox"/></p>



COORDINATE LISTS		
NO.	NORTHING	EASTING
1000	378069.8908	13272637.0269
1002	378067.6755	13272587.0759
1003	378055.4846	13272329.2139
1004	378065.4735	13272328.7416
1005	378077.1936	13272576.6190
1006	378713.8760	13272546.7862
1007	378710.3561	13272465.0295
1008	378616.9898	13272355.4994
1009	378484.2026	13272328.2455
1010	378338.1997	13272157.6253
1011	378313.4409	13271634.0604
1012	378379.3709	13271630.9431
1013	378379.7454	13271638.9304
1014	378584.3340	13271629.3381
1015	378653.0609	13271659.3648
1016	378587.2170	13271695.2754
1017	378382.8657	13271704.8573
1018	378404.1260	13272154.5082
1019	378497.4722	13272263.5933
1020	378630.2593	13272290.8471
1021	378776.2938	13272462.1633
1022	378780.2720	13272553.6861
1023	378799.1430	13272552.8019
1024	378801.8342	13272602.7294
1025	378714.3440	13272556.7753
1026	378593.4665	13272470.1103
1027	378520.9955	13272148.9824
1028	378593.4665	13272470.1103

COORDINATE LISTS		
NO.	NORTHING	EASTING
1029	378520.9955	13272148.9824
1030	378049.6117	13272205.0027
1031	378042.5273	13272055.1701
1032	378035.4429	13271905.3375
1033	378028.3586	13271755.5048
1034	378021.2742	13271605.6722
1035	378014.1898	13271455.8396
1036	378007.1059	13271306.0170
1037	378330.2549	13271290.8736
1038	378504.0641	13271282.7286
1039	378670.1944	13271274.9434
1040	378812.7259	13271268.2755
1041	378825.8724	13271546.3202
1042	378830.8140	13271650.8329
1043	378834.8460	13271736.1082
1044	378824.2301	13271999.5232
1045	378697.4141	13272005.4650
1046	378592.5292	13272010.3793
1047	378547.5785	13272012.4855
1048	378397.7429	13272019.5059
1049	378344.4233	13271590.5313
1050	378318.5402	13271741.9086
1051	378325.6246	13271891.7412
1052	378332.7094	13272041.5738
1053	378417.5443	13272299.9355
1054	378071.8235	13272463.0426
1055	378559.7262	13272343.7464
1056	378313.0671	13272565.5668



LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- LIMITED COMMON ELEMENT
- ON SITE STORM EASEMENT
- OFF SITE STORM EASEMENT
- RETENTION/INFILTRATION EASEMENT
- ACCESS EASEMENT

PROPOSED: _____ AS-BUILT: _____

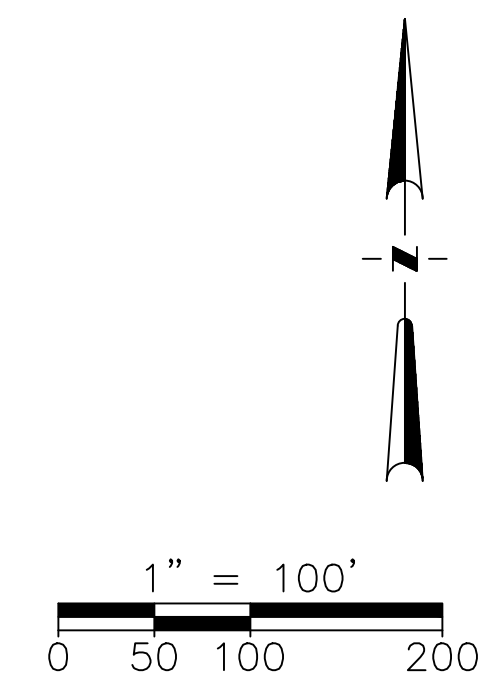
MEGA
MONUMENT ENGINEERING GROUP ASSOCIATES, INC.

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512

"THE RIDGE SITE CONDOMINIUM"
PART OF THE NE 1/4 SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

JOB # : 18-025	DRAWN: DC CHK: MB
SCALE : 1"=100'	SHEET: □
DATE : 6/13/2019	





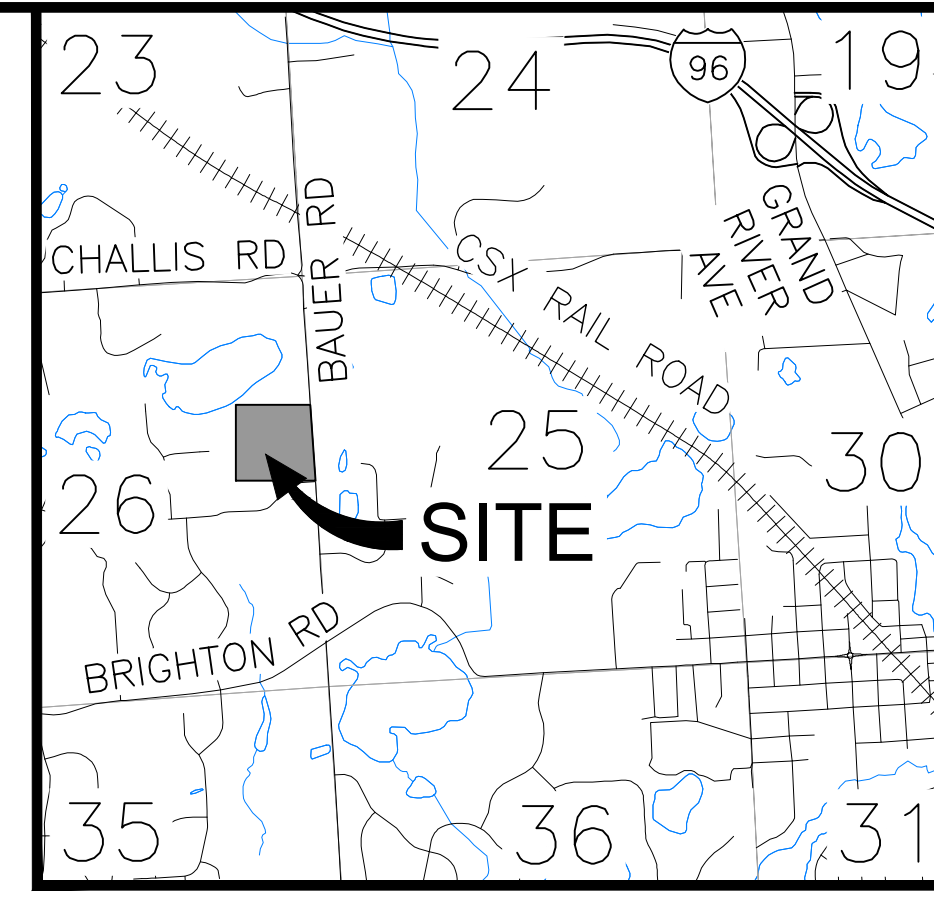
NE COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)

E 1/4 COR.
SEC. 26
T2N-R5E
K-10
(L.S.C. #362m)

UNIT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	155.02'	117.00'	75°54'45"	N49°33'17"E 143.92'
C2	72.90'	183.00'	22°49'30"	N23°00'40"E 72.42'
C3	134.85'	183.00'	42°13'10"	N55°32'00"E 131.82'
C4	34.02'	183.00'	10°39'00"	N81°58'05"E 33.97'
C5	119.94'	75.00'	91°37'48"	S20°35'04"E 107.56'
C6	81.07'	75.00'	61°55'54"	S56°11'47"W 77.18'
C7	89.34'	74.96'	68°16'56"	N58°42'56"W 84.14'
C8	112.56'	75.00'	85°59'09"	N18°23'58"E 102.29'
C9	154.57'	117.00'	75°41'40"	S49°26'45"W 143.57'

MOUNTAIN RIDGE DR. LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S2°40'58"E	66.00'
L2	S87°30'40"W	91.83'
L3	S11°35'55"W	135.56'
L4	S87°17'33"W	524.15'
L5	N2°42'25"W	66.00'
L6	N87°18'56"E	8.00'
L7	N2°41'04"W	204.81'
L8	S2°41'05"E	204.58'
L9	N87°17'35"E	450.15'
L10	N11°35'55"E	135.56'
L11	N87°30'40"E	91.61'

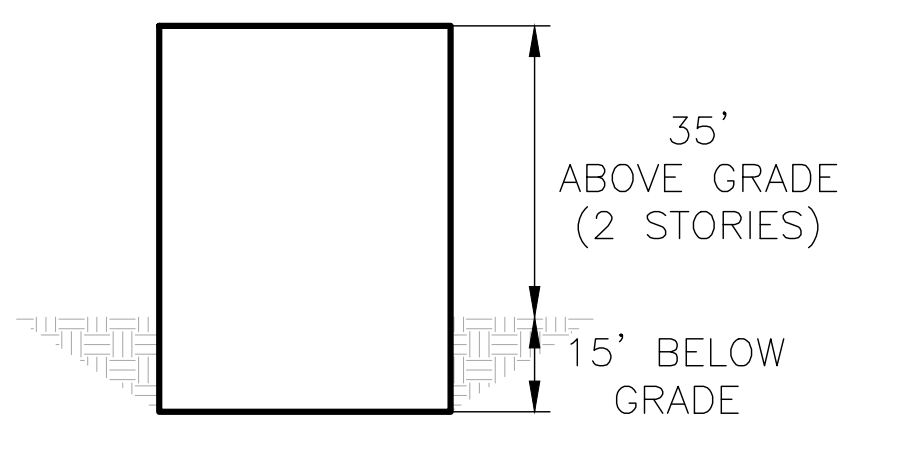
MOUNTAIN RIDGE DR. CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C10	155.02'	117.00'	75°54'45"	S49°33'17"W 143.92'
C11	241.76'	183.00'	75°41'34"	S49°26'42"W 224.56'
C12	402.90'	75.00'	307°47'31"	N87°29'47"E 66.00'
C13	154.57'	117.00'	75°41'40"	N49°26'45"E 143.57'
C14	242.46'	183.00'	75°54'45"	N49°33'18"E 225.11'



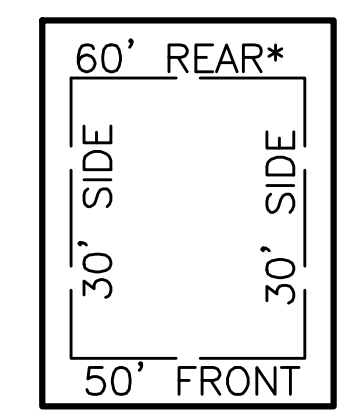
LOCATION MAP NO SCALE

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
- WETLANDS AREA
- LIMITED COMMON ELEMENT
- ON SITE STORM EASEMENT
- OFF SITE STORM EASEMENT
- RETENTION/INFILTRATION EASEMENT
- ACCESS EASEMENT



TYPICAL UNIT SECTION NO SCALE



UNIT SETBACKS TYPICAL NO SCALE REAR SETBACKS ALONG WETLANDS ARE

PROPOSED: _____ AS-BUILT: _____

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

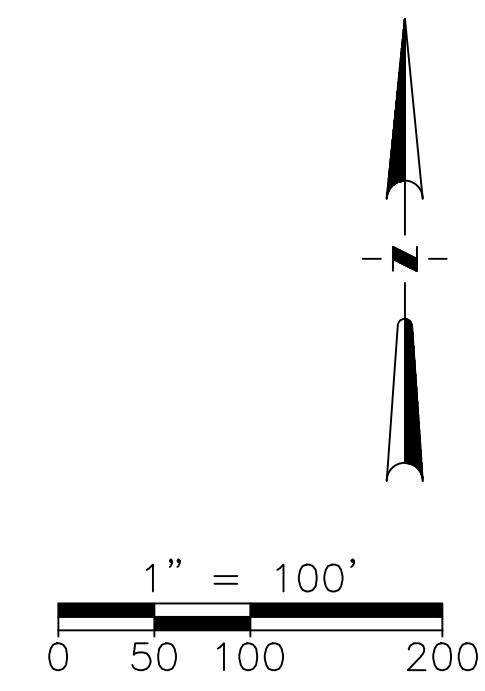
298 VETERANS DRIVE
FOWLerville,
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(OFFICE) 517-223-3512

"THE RIDGE SITE CONDOMINIUM"

PART OF THE NE 1/4 SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

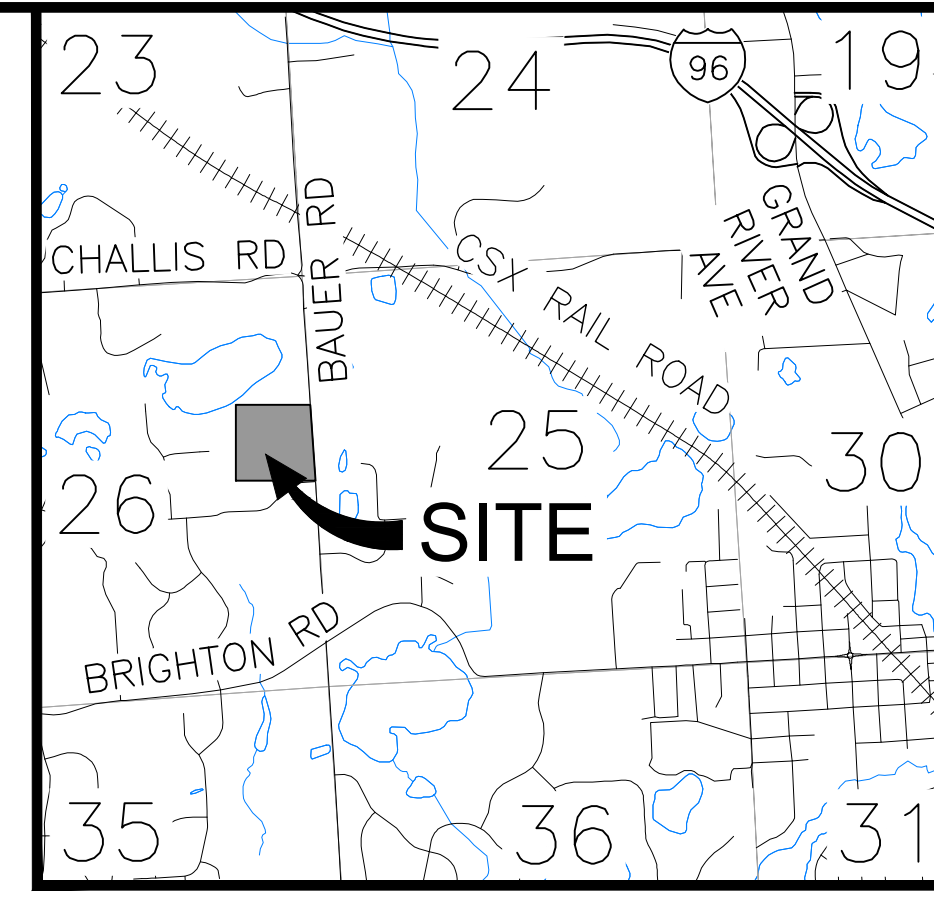
JOB # : 18-025	DRAWN: DC CHK: MB
SCALE : 1"=100'	SHEET: □
DATE : 6/13/2019	



NE COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- GENERAL COMMON AREA
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- ACCESS EASEMENT



LOCATION MAP NO SCALE

UTILITY LEGEND

- | PROPOSED | EXISTING | |
|----------|----------|---|
| WM | WM | WATER MAIN, MH, VALVE IN BOX, HYDRANT |
| W | W | WATER WELL, METER, STOP BOX, POST INDICATOR VALVE |
| ST | ST | STORM SEWER, MH, CB, INLET, YARD DRAIN |
| S | S | CULVERT/ END SECTION
SANITARY SEWER, MH, CLEAN OUT |
| GAS | GAS | UG GAS, MH, VALVE, LINE MARKER |
| UG-ELEC | UG-ELEC | UG ELEC (ELEC, CABLE, FIBER)
EASEMENTS |

UTILITY NOTE

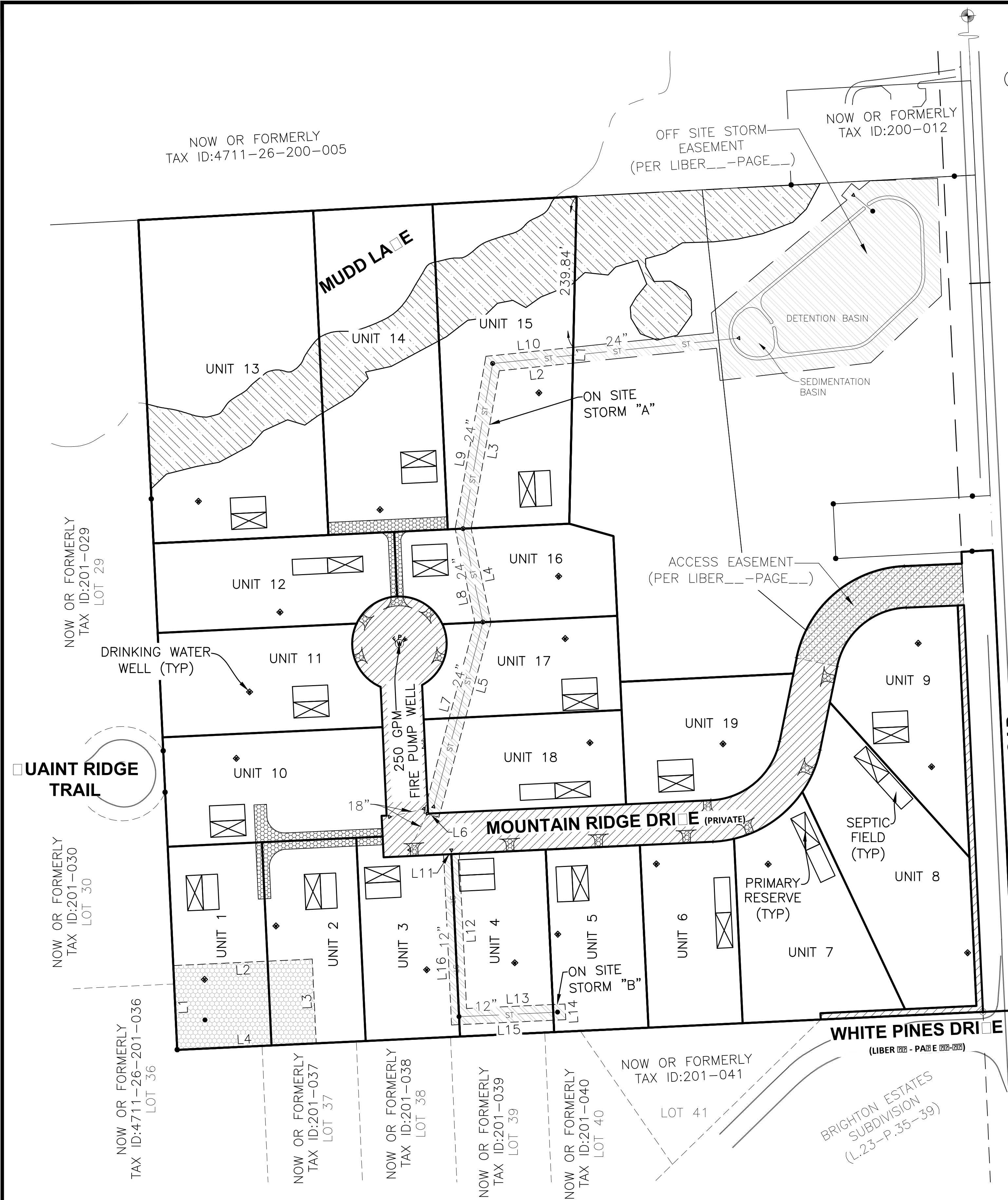
ALL UNITS WILL EACH BE SERVICED WITH INDIVIDUAL WELLS.
ALL UNITS WILL EACH BE SERVICED INDIVIDUALLY WITH SEPTIC FIELDS AND PRIMARY RESERVES.
ST = STORM SEWER PIPE

LINE #	BEARING	DISTANCE
L1	N2°41'16"W	134.26'
L2	N87°19'03"E	221.09'
L3	S2°42'25"E	134.17'
L4	S87°17'35"W	221.14'

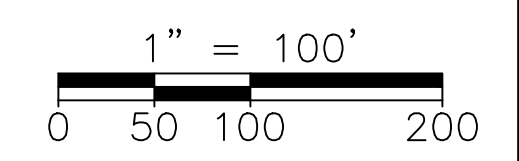
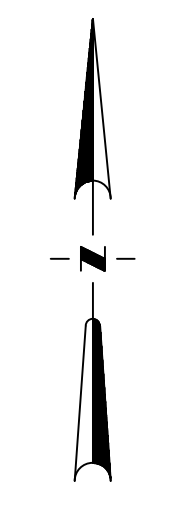
LINE #	BEARING	DISTANCE
L1	S1°17'52"W	25.20'
L2	S84°05'14"W	117.40'
L3	S10°08'07"W	254.86'
L4	S11°55'55"E	152.52'
L5	S14°56'50"W	320.73'
L6	N75°03'10"W	25.00'
L7	N14°56'50"E	314.76'
L8	N11°55'55"W	151.42'
L9	N10°08'07"E	278.55'
L10	N84°05'14"E	139.39'

LINE #	BEARING	DISTANCE
L11	N87°17'35"E	25.00'
L12	S2°40'57"E	246.48'
L13	N87°19'03"E	156.85'
L14	S2°40'57"E	25.00'
L15	S87°19'03"W	181.85'
L16	N2°40'57"W	271.47'

E 1/4 COR.
SEC. 26
T2N-R5E
K-10
(L.S.C. #362m)



PROPOSED: _____ AS-BUILT: _____



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

MEGA
Engineering Group Associates

298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512

"THE RIDGE SITE CONDOMINIUM"

PART OF THE NE 1/4 SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

JOB # : 18-025	DRAWN: DC CHK: MB
SCALE : 1"=100'	SHEET: □
DATE : 6/13/2019	

FINAL SITE PLAN FOR THE RIDGE SITE CONDOMINIUM

LEGAL DESCRIPTION PARENT PARCEL (AS PROVIDED)

(Per survey by: Boss Engineering, Job No.: 16-398, Dated: 12-05-16)

Parcel Tax Number: 4711-26-200-002

PARENT PARCEL:

A part of the S 1/2 of the NE 1/4 of Section 26, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 26; thence S89°24'43"W, 1332.50 feet; thence N00°33'49"W, 876.77 feet to the traverse point "B"; thence continuing N00°33'49"W, 444.16 feet; thence N89°02'01"E, 1039.53 feet to traverse point "A"; said point bearing N63°57'38"E, 1133.31 feet from traverse point "B"; thence continuing N89°02'01"E, 293.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 510.13 feet; thence S89°02'01"W, 250.00 feet; thence S00°33'49"E, 87.00 feet; thence N89°02'01"E, 250.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 732.60 feet to the Point of Beginning, containing 40.04 acres more or less and subject to the rights of the public over the existing Bauer Road.

Also including the use of a 66 foot wide easement over part of White Pines Drive, as recorded in Liber 1115, Page 564, Livingston County Records

LEGAL DESCRIPTION DEVELOPMENT PARCEL (AS SURVEYED)

A part of the South 1/2 of the Northeast 1/4 of Section 26, Town 2 North, Range 5 East, Genoa Township, Livingston County, State of Michigan, more particularly described as follows:

BEGINNING at the East 1/4 corner of said Section 26, thence along the East-West 1/4 line of said Section 26 (As Monumented) and the North line of Brighton Estates Subdivision as recorded in Liber 23, Page 35 thru 39 of the Livingston County Records, S87°17'35"W, 1332.50 feet; thence along the East line of Lot 30 and Lot 29 of said Brighton Estates Subdivision, N02°40'57"W, 1320.93 feet to the Northeast corner of said Lot 29 of Brighton Estates Subdivision; thence N86°54'53"E, 697.77 feet; thence S01°17'52"W, 520.30 feet; thence S74°19'35"E, 73.08 feet; thence parallel with said East line of Lot 30 and 29, S02°40'57"E, 231.96 feet; thence N87°17'35"E, 275.70 feet to the North line of a 66 Foot Wide Ingress/Egress & Public/Private Utility Easement; thence along said North line of a 66 Foot Wide Ingress/Egress & Public/Private Utility Easement the following three (3) courses:
1) N11°35'55"E, 25.22 feet;
2) 242.46 feet, along the arc of a curve to the right, said curve has a radius of 183.00 feet, a central angle of 75°54'45", and a chord which bears N49°33'17"E at a distance of 225.11 feet;
3) N87°30'40"E, 91.61 feet to the West Right-of-Way line of Bauer Road (Public - Right-of-Way); thence along said West Right-of-Way line, N02°40'58"W, 18.89 feet; thence N86°54'53"E, 50.00 feet to the East line of said Section 26 and centerline of Bauer Road (Public - Right-of-Way); thence along said East line of Section 26 and centerline of Bauer Road, S04°40'58"E, 732.60 feet to said East 1/4 corner of Section 26, said point also being the POINT OF BEGINNING containing 30.261 acres, also including the use of a 66 Foot Wide Easement over part of White Pines Drive, as recorded in Liber 1115, Page 564 of the Livingston County Records, also subject to a 66 Foot Wide Ingress/Egress & Public/Private Utility Easement as described as follows:
Commencing at the East 1/4 corner of said Section 26; thence along the East line of said Section 26 and centerline Bauer Road (Public - Right-of-Way), N02°40'58"W, 647.18 feet; thence S87°30'40"W, 50.00 feet to a point on the West Right-of-Way line of said Bauer Road as the POINT OF BEGINNING of 66 Foot Wide Ingress/Egress & Public/Private Utility Easement; thence continuing S87°30'40"W, 91.83 feet; thence 155.02 feet, along the arc of a curve to the left, said curve has a radius of 117.00 feet, a central angle of 75°54'45", and a chord which bears S49°33'17"W at a distance of 143.90 feet; thence N78°24'05"W, 66.00 feet; thence 242.46 feet, along the arc of a curve to the right, said curve has a radius of 183.00 feet, a central angle of 75°54'45", and a chord which bears N49°33'17"E at a distance of 225.11 feet; thence N87°30'40"E, 91.61 feet to said West Right-of-Way line of Bauer Road; thence along said West Right-of-Way line, S02°40'58"E, 66.00 feet to the POINT OF BEGINNING, also subject to the rights of the public over Bauer Road (Public - Right-of-Way), also subject to any other easements or restrictions of record.

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND.

DESIGN ENGINEER/SURVEYOR



MONUMENT ENGINEERING GROUP ASSOCIATES, INC

ENGINEERS - SURVEYORS - CONSULTANTS
LANDSCAPE ARCHITECTS - LAND PLANNERS

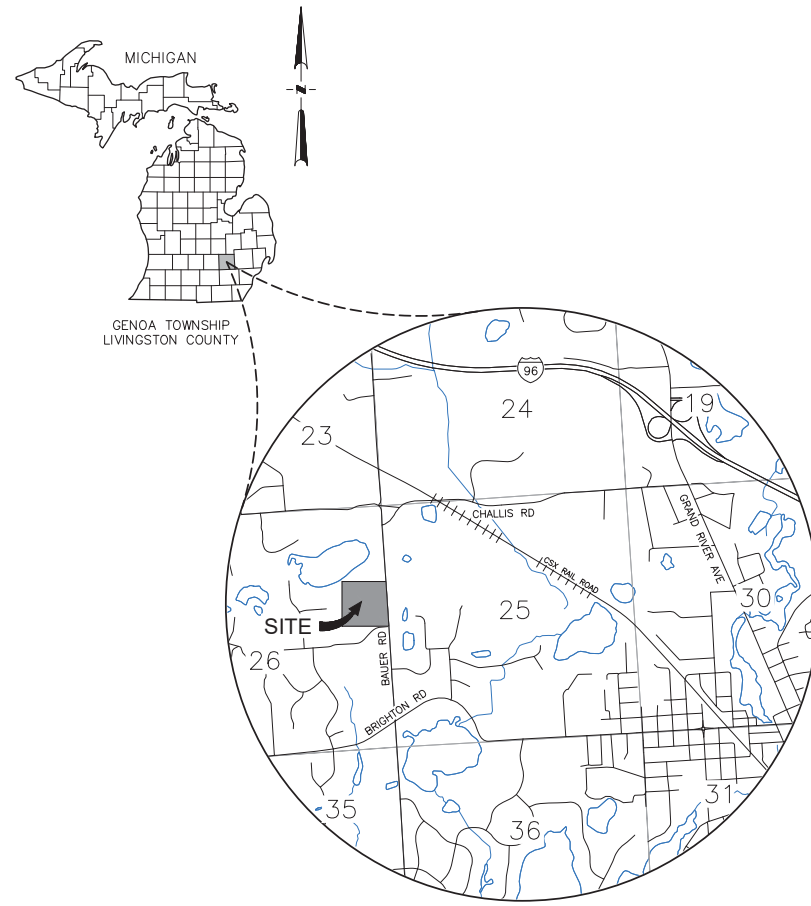
298 VETERANS DR.,
FOWLERVILLE, MI 48836
PHONE: 517-223-3512

OWNER

JOHN MORETTI
4242 BAUER RD
BRIGHTON, MI 48116

LANDSCAPE ARCHITECT

GREAT OAKS LANDSCAPE
28025 SAMUEL LINDEN COURT
NOVI, MICHIGAN 48377
PHONE: 248-349-8555



LOCATION MAP
N.T.S.

SHEET	DESCRIPTION	PLAN SUBMITTALS							
		1/2/2019	1/25/2019	2/20/2019	4/3/2019	4/24/2019	5/22/2019	6/21/2019	7/3/2019
INCLUDED SHEETS									
GENERAL									
SHEET G-1.0	COVER	●	●	●	●	●	●	●	●
SURVEY									
SHEET V-1.0	TOPOGRAPHIC SURVEY (EXISTING CONDITIONS)	●	●	●	●	●	●	●	●
SHEET V-1.1	SITE AERIAL	●	●	●	●	●	●	●	●
SHEET V-1.2	SOILS EVALUATION	●	●	●	●	●	●	●	●
SHEET V-1.3	SOIL BORING LOGS	●	●	●	●	●	●	●	●
SITE PLAN									
SHEET C-1.0	OVERALL SITE PLAN	●	●	●	●	●	●	●	●
SHEET C-1.1	ENTRANCE DETAILS	●	●	●	●	●	●	●	●
SHEET C-1.2	CUL-DE-SAC & INTERSECTION DETAILS	●	●	●	●	●	●	●	●
SHEET C-1.3	SHARED DRIVEWAY DETAILS	●	●	●	●	●	●	●	●
VEHICLE CIRCULATION									
SHEET C-2.0	EMERGENCY VEHICLE CIRCULATION PLAN	●	●	●	●	●	●	●	●
GRADING, SOIL EROSION & SEDIMENTATION CONTROL PLAN									
SHEET C-7.0	GRADING, SOIL EROSION & SEDIMENTATION CONTROL PLAN	●	●	●	●	●	●	●	●
SHEET C-7.1	GRADING, SOIL EROSION & SEDIMENTATION CONTROL DETAILS	●	●	●	●	●	●	●	●
STORM WATER MANAGEMENT									
SHEET C-9.0	SITE STORM WATER MANAGEMENT PLAN	●	●	●	●	●	●	●	●
SHEET C-9.1	REGIONAL STORM WATER MANAGEMENT PLAN	●	●	●	●	●	●	●	●
SHEET C-9.2	STORM SEWER PLAN & PROFILE	●	●	●	●	●	●	●	●
SHEET C-9.3	STORM SEWER PLAN & PROFILE	●	●	●	●	●	●	●	●
SHEET C-9.4	STORM SEWER PLAN & PROFILE	●	●	●	●	●	●	●	●
SHEET C-9.5	STORM WATER MANAGEMENT DETAILS	●	●	●	●	●	●	●	●
ROAD PLANS									
SHEET C-10.0	ROAD ALIGNMENT PLAN	●	●	●	●	●	●	●	●
SHEET C-10.1	MOUNTAIN RIDGE DRIVE STA. 10+00 TO 0+00 PLAN & PROFILE	●	●	●	●	●	●	●	●
SHEET C-10.2	MOUNTAIN RIDGE DRIVE STA. 15+00 TO 10+00 PLAN & PROFILE	●	●	●	●	●	●	●	●
SHEET C-10.3	MOUNTAIN RIDGE COURT STA. 0+00 TO 6+00 PLAN & PROFILE	●	●	●	●	●	●	●	●
LANDSCAPE									
SHEET L-1	LANDSCAPE PLAN - SITE	●	●	●	●	●	●	●	●
SHEET L-2	LANDSCAPE PLAN - BAUER ROAD FRONTAGE	●	●	●	●	●	●	●	●
SHEET L-3	LANDSCAPE PLAN - FRONT ENTRANCE	●	●	●	●	●	●	●	●
SHEET L-4	LANDSCAPE NOTES	●	●	●	●	●	●	●	●
SPECIFICATIONS									
SHEET C-11.0	SPECIFICATIONS	●	●	●	●	●	●	●	●
SHEET C-11.1	SPECIFICATIONS	●	●	●	●	●	●	●	●
GENOA TOWNSHIP, LIVINGSTON COUNTY STANDARD DETAILS									

NOTE:

THE PROPOSED DRAINAGE SYSTEMS ARE PRIVATELY OWNED AND WILL BE PROPERLY MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.



Call MISS DIG
3 full working days before you dig!
Michigan's Utility Notification Organization
1-800-482-7171
www.missdig.org
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE AND GUARANTEED BY OTHER EXPERTS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT:
JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

COVER
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	DESCRIPTION
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	REVISED SITE PLAN TO TOWNSHIP
4/3/2019	FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCDC
7/3/2019	REVISED FINAL SITE PLAN PER LCDC
7/22/2019	REVISED FINAL SITE PLAN PER LCDC

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: N/A

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

G-10

NOT FOR CONSTRUCTION



THE RIDGE SITE CONDOMINIUM TOPOGRAPHIC SURVEY (EXISTING CONDITIONS)

NE COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)



REFERENCE INFO

WM: GENOA TOWNSHIP
Received: N/A

SAN: GENOA TOWNSHIP
Received: N/A

STORM: TOWNSHIP/COUNTY
Received: N/A

GAS: CONSUMERS GAS
Received: 4/9/18

ELEC: DTE ENERGY
Received: 4/25/18

PHONE/CABLE: AT&T - COMCAST
Received: 4/12/18 ~ 4/10/18

DRAIN: LIVINGSTON CO. DRAIN COMMISSIONER
Received: 4/9/18

AERIAL PHOTOGRAMMETRY

TOPOGRAPHIC DATA COLLECTED FOR THE ENTIRE SITE.

TOPOGRAPHIC CONTOURS BASED ON AERIAL
CONTOUR INTERVAL: 2 FOOT
VERTICAL DATUM: NAVD88
DATE OF PHOTOGRAPHY: 4/24/2018

EXISTING LEGEND

	DECIDUOUS TREE, CONIFEROUS TREE, SHRUB
	TREE LINE/ CANOPY
	DITCH/ DRAINING COURSE
	UG TELE, MH, TELE PED, CABLE PED
	UG FIBER, PED, LINE MARKER, VAULT
	UG ELEC, MH, TRANSFORMER, AC UNIT, METER
	OH ELEC, UTIL POLE, GUY WIRE
	GROUND LIGHT, POLE, W/ ARM LT
	LIGHT MH, LT CTRL BOX, PH. BOOTH, PARK. METER
	ELEC HAND HOLE, OUTLET, SIGNAL MH, SIGNAL BOX
	UG GAS, MH, VALVE, LINE MARKER
	GAS WELL, METER, VENT
	WATER MAIN, MH, VALVE IN BOX, HYDRANT, FDC
	WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
	IRRIGATION CONTROL VALVE, SPRINKLER HEAD
	STORM SEWER, MH, CB, INLET, YARD DRAIN
	CULVERT/ END SECTION
	SANITARY SEWER, MH, CLEAN OUT
	COMBINED SEWER, MH
	STEAM LINE, MH
	MISC. MANHOLE, HAND HOLE, HAND BOX
	SIGN, FLAG POLE, GUARD POST, ROCK
	SECTION LINE, SECTION CORNER
	SURVEY CONTROL POINT, BENCHMARK
	FOUND IRON ROD (FIR), FD MON, FD PK
	SET IRON ROD (SIR), SET PK, MAG NAIL
	SPOT ELEVATION
	CONTOUR
	FENCE
	GUARD RAIL
	RAILROAD SIGNAL, SIGNAL BOX
	ROW MARKER
	EX. ASPHALT
	EX. CONCRETE
	EX. GRAVEL

SOIL BORING LEGEND

- SOIL BORINGS (SB#)
- TEST WELLS (TW#)
- PERCOLATION TEST SITE (#)

SOILS CLASSIFICATIONS

- BtB BOYER-OSHTEMO LOAM, 2-6% SLOPES
- FoA FOX SANDY LOAM, 0-2% SLOPES
- FoB FOX SANDY LOAM, 2-6% SLOPES
- FoC FOX SANDY LOAM, 6-12% SLOPES
- FrB FOX-BOYER COMPLEX, 2-6% SLOPES
- FRD FOX-BOYER COMPLEX, 12-18% SLOPES
- FrE FOX-BOYER COMPLEX, 18-25% SLOPES
- FrF FOX-BOYER COMPLEX, 25-40% SLOPES
- Ho HOUGHTON MUCK, 0-1% SLOPES
- Md MADE LAND
- MoD MIAMI LOAM, 12-18% SLOPES
- W WATER

BENCHMARKS

Datum: NAVD88

BM A:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 26'± WEST OF CENTERLINE OF BAUER ROAD & 539'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
Elev = 986.91

BM B:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 28'± WEST OF CENTERLINE OF BAUER ROAD & 58'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
Elev = 970.48

BM C:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 439'± WEST OF CENTERLINE OF BAUER ROAD & 565'± SOUTH FROM SUBJECT'S NORTH PROPERTY LINE.
Elev = 1013.57

FLOOD ZONE

FEMA map scales do not supply sufficient level of detail to plot accurately. Zones if plotted herein are approximate.

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone (X) Area determined to be outside of the 0.2% annual chance flood plain according to the Flood Insurance Rate Map for the County of Livingston, Community Panel No. (26093CD340D), Effective Date 9/17/2008.

ENGINEERS - SURVEYORS
CONSULTANTS - LAND PLANNERS

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CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

TOPOGRAPHIC SURVEY (EX. COND.)

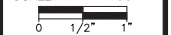
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	PLAN SUBMITTALS/REVISIONS
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	FINAL SITE PLAN TO TOWNSHIP
4/2/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCOB
7/22/2019	REVISED FINAL SITE PLAN PER LCOB

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'



FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

V-10

NOT FOR CONSTRUCTION



THE RIDGE SITE CONDOMINIUM
SITE AERIAL

NE COR.
SEC. 26
T2N-R5E
K-09
(L.S.C. #361m)



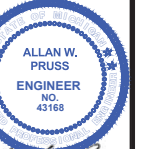
AERIAL REFERENCE

FLOWN BY MONUMENT ENGINEERING GROUP ASSOCIATES
200' AGL. DATE OF PHOTOGRAPHY: 4/24/2018

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ENGINEER
NO. 43168

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CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

SITE AERIAL

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



E 1/4 COR.
SEC. 26
T2N-R13E
K-10
(L.S.C. #362m)

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDD	7/2/2019
REVISED FINAL SITE PLAN PER LCDD	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'
0 1/2" 1"

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

V-1.1

NOT FOR CONSTRUCTION



**THE RIDGE SITE CONDOMINIUM
SOILS EVALUATION**

SOIL BORING LEGEND

- SOIL BORINGS (SB#)
- TEST WELLS (TW#)
- PERCOLATION TEST SITE (#)
- SEPTIC FIELD - MAIN
- SEPTIC FIELD - RESERVE

NOTE:
- MAINTAIN MIN 75'
SEPARATION BETWEEN WELL
AND DISPOSAL FIELDS



The Ridge

Westside of Bauer Rd. Between Challis and White Pines Dr.
Genoa Township, Section 26

Soils Logged by: Aaron Aumock, LCHD
Miranda, Monument Engineering
David, Monument Engineering

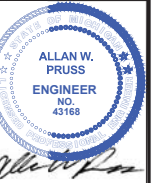
Developer: John Moretti

Conducted on: August 22, 2018, August 29, 2018 & June 24, 2019

PERCOLATION TEST SITES

1) 0 - .5' .5' - 2.5' 2.5' - 4.5' 4.5' - 8.5'	Topsoil Sandy Loam Loamy Sand Sandy Loam	7) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Loam Sandy Clay Loam	34) 0 - .5' .5' - 3' 3' - 9'	Topsoil Sandy Loam Loamy Sand	44) 0 - .5' .5' - 2' 2' - 8'	Topsoil Sandy Clay Loam Medium Sand
2) 0 - .5' .5' - 9'	Topsoil Loamy Sand	8) 0 - .5' .5' - 2' 2' - 6' 6' - 9'	Topsoil Sandy Clay Loam Sandy Loam Loam	35) 0 - .5' .5' - 4' 4' - 7' 7' - 10'	Topsoil Sandy Loam Sandy Clay Loam Coarse Sand	45) 0 - .5' .5' - 5' 5' - 8'	Topsoil Sandy Clay Loam Medium Sand
3) 0 - .5' .5 - 8.5'	Topsoil Loamy Sand	9) 0 - .5' .5' - 3' 3' - 8'	Topsoil Sandy Clay Loam Medium Sanc	36) 0 - .5' .5' - 3' 3' - 5' 5' - 9'	Topsoil Sandy Clay Loam Medium Sand Sandy Loam	46) 0 - .5' .5' - 5' 5' - 10' 10' - 11' 11' - 12'	Topsoil Sandy Clay Loam Loam Coarse Sand (wet) Clay Loam
4) 0 - .5' .5 - 7' 7' - 9.5'	Topsoil Loamy Sand Sandy Loam	10) 0 - .5' .5 - 8'	Topsoil Loamy Sand	37) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Clay Loam Loamy Sand	47) 0 - .5' .5' - 2' 2' - 10' 10' - 11'	Topsoil Clay Loam Loam Clay Loam
5) 0 - .5' .5' - 3' 3' - 9'	Topsoil Loam Sandy Loam	11) 0 - .5' .5' - 5.5' 5.5' - 9.5'	Topsoil Clay Loam Loamy Sand	38) 0 - .5' .5' - 4' 4' - 8'	Topsoil Sandy Clay Loam Loamy Sand	48) 0 - .5' .5' - 4.5' 4.5' - 8'	Topsoil Loamy Sand Fine Sand
6) 0 - .5' .5 - 2' 2' - 6' 6' - 8' 8' - 9.5'	Topsoil Loam Sandy Loam Sandy Clay Loam Clay Loam	12) 0 - .5' .5' - 6' 6' - 10'	Topsoil Clay Loam Loamy Sand	39) 0 - .5' .5' - 4' 4' - 8'	Topsoil Clay Loam Sandy Loam	49) 0 - .5' .5' - 6' 6' - 8'	Topsoil Loamy Sand Fine Sand
13) 0 - .5' .5' - 6' 6' - 10'	Topsoil Clay Loam Loamy Sand	13) 0 - .5' .5' - 7' 7' - 10'	Topsoil Clay Loam Sandy Loam	40) 0 - .5' .5' - 6' 6' - 9'	Topsoil Clay Loam Fine Sand	50) 0 - .5' .5' - 3' 3' - 9'	Topsoil Sandy Clay Loam Fine Sand
14) 0 - .5' .5' - 3' 3' - 9'	Topsoil Clay Loam Medium Sand	14) 0 - .5' .5' - 5.5' 5.5' - 9'	Topsoil Sandy Clay Loam Loamy Sand	41) 0 - .5' .5' - 4' 4' - 8'	Topsoil Clay Loam Sandy Loam	51) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Clay Loam Fine Sand
15) 0 - .5' .5' - 8'	Topsoil Clay Loam	15) 0 - .5' .5' - 3' 3' - 4'	Topsoil Clay Loam (Fill) Peat	42) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Loam Fine Sand		
16) 0 - .5' .5' - 9'	Topsoil Clay Loam	16) 0 - .5' .5' - 8.5' 8.5' - 12'	Topsoil Clay Loam (Fill) Marl Medium Sand	43) 0 - .5' .5' - 3.5' 3.5' - 8'	Topsoil Sandy Loam Loamy Sand		
17) 0 - .5' .5' - 9'	Topsoil Clay Loam	17) 0 - .5' .5' - 4' 4' - 8'	Topsoil Clay Loam Loamy Sand	44) 0 - .5' .5' - 3.5' 3.5' - 7'	Topsoil Sandy Clay Loam Sandy Loam Medium Sand		
18) 0 - .5' .5' - 11'	Topsoil Clay Loam	18) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Loam Loamy Sand	45) 0 - .5' .5' - 8' 8' - 9'	Topsoil Sandy Loam Silt Loam (mottled) Seasonal Water Table @ 8'		
19) 0 - .5' .5' - 3' 3' - 8'	Topsoil Sandy Clay Loam Coarse Sand	19) 0 - .5' .5' - 4' 4' - 9'	Topsoil Sandy Loam Loamy Sand	46) 0 - .5' .5' - 2.5' 2.5' - 8'	Topsoil Sandy Loam Medium Sand		
20) 0 - .5' .5' - 4.5' 4.5' - 9'	Topsoil Sandy Clay Loam Medium Sand	20) 0 - .5' .5' - 2' 2' - 9'	Topsoil Sandy Loam Loamy Sand	47) 0 - .5' .5' - 3' 3' - 8'	Topsoil Sandy Clay Loam Medium Sand		
21) 0 - .5' .5 - 2' 2' - 5' 5' - 7' 7' - 9'	Topsoil Sandy Clay Loam Coarse Sand Sandy Loam Loamy Sand	21) 0 - .5' .5' - 2' 2' - 9'	Topsoil Sandy Loam Loamy Sand				
22) 0 - .5' .5' - 4' 4' - 8.5'	Topsoil Clay Loam Loamy Sand	22) 0 - .5' .5' - 2' 2' - 8'	Topsoil Sandy Loam Coarse Sand				
23) 0 - .5' .5 - 6' 6' - 10'	Topsoil Clay Loam Sandy Loam	23) 0 - .5' .5 - 3.5' 3.5' - 8.5'	Topsoil Sandy Clay Loam Loamy Sand				

*No Seasonal or actual water table found at time of Soil Evaluation unless noted.



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SHALL BE RESPONSIBLE FOR VERIFYING THE
EXACT LOCATION AND DEPTH OF ALL
UTILITIES PRIOR TO THE START OF
CONSTRUCTION.

CLIENT:
JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

SOILS EVALUATION
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	DESCRIPTION
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	REVISED SITE PLAN TO TOWNSHIP
4/2/2019	FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCHD
7/2/2019	REVISED FINAL SITE PLAN PER LCDC

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

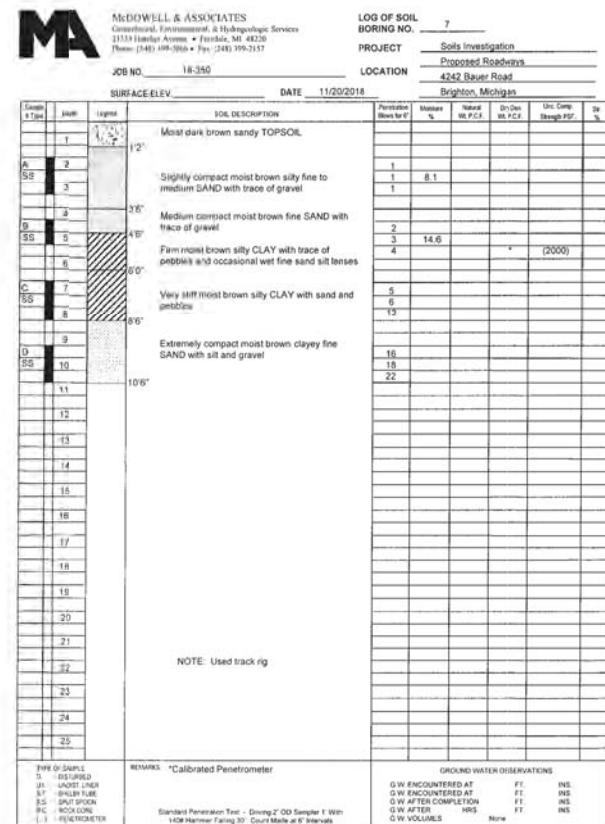
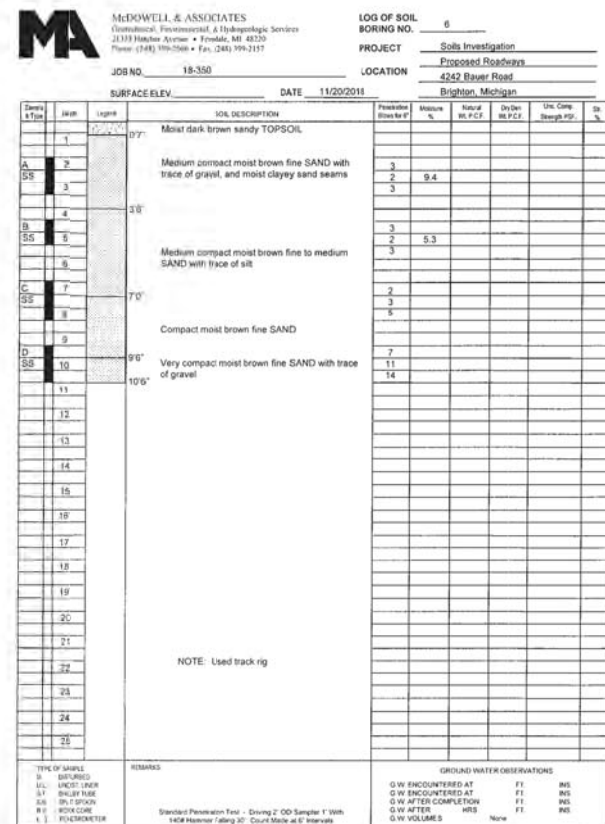
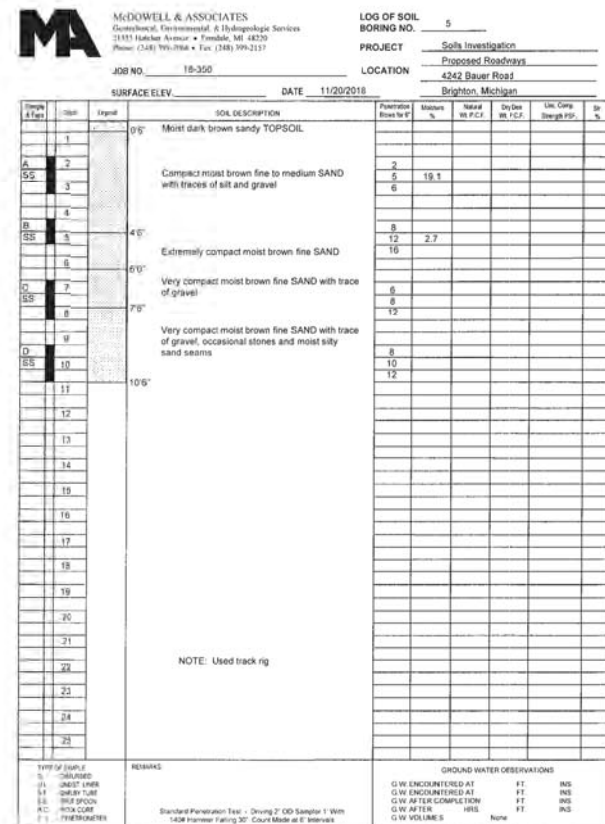
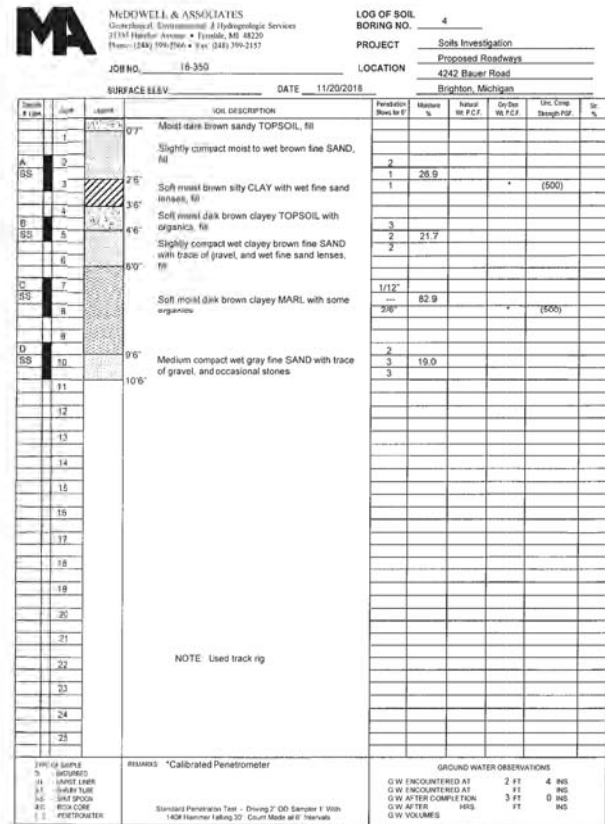
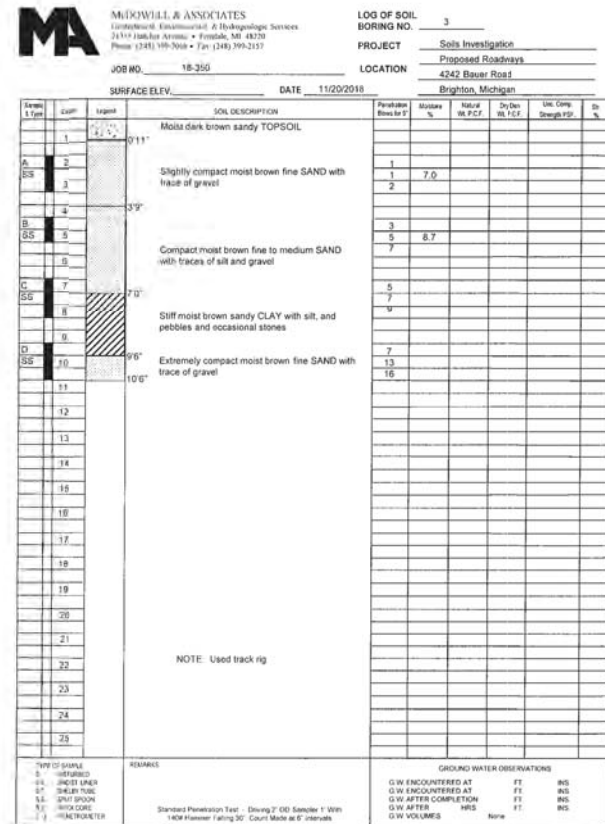
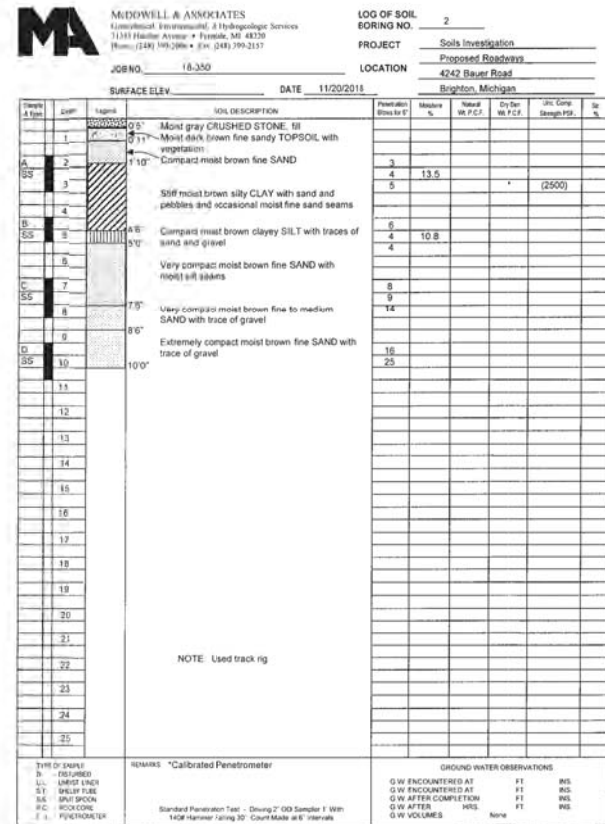
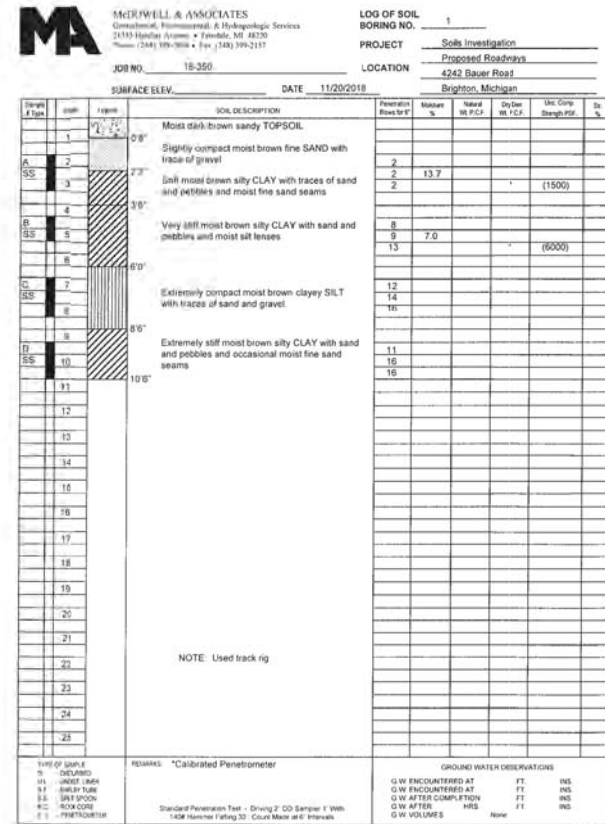
SCALE: 1" = 100'
0 1/2" 1"

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

V-12

NOT FOR CONSTRUCTION

THE RIDGE SITE CONDOMINIUM
SOIL BORING LOGS



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www.missdig.org

CLIENT:
JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

SOIL BORING LOGS
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-15E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	REVISIONS
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	FINAL SITE PLAN TO TOWNSHIP
4/2/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCHD
7/22/2019	REVISED FINAL SITE PLAN PER LCCD

ORIGINAL ISSUE DATE:
1/2/2019
PROJECT NO: 18-025
SCALE: 1" = 100'
FIELD: DC
DRAWN BY: SE
DESIGN BY: DD
CHECK BY: AP

NOT FOR CONSTRUCTION

THE RIDGE SITE CONDOMINIUM
OVERALL SITE PLAN



PAVEMENT LEGEND

	EX. ASPHALT
	EX. CONCRETE
	EX. GRAVEL
	ASPHALT

ZONING INFORMATION

THIS ZONING INFORMATION IS TAKEN FROM GENOA TOWNSHIP ZONING ORDINANCE

SUBJECT PARCEL ZONING CLASSIFICATION: (LDR - LOW DENSITY RESIDENTIAL)

BUILDING SETBACKS:
FRONT: 50'
SIDE: 30'
REAR: 60'

WETLAND: 25'
WATER BODY: 100'

SITE CONDO AREA: 30.26 ACRES

LOT COVERAGE:
CALCULATION: 5,500/77,715 SF = 7.08%
MAXIMUM SF: 2x GROSS GROUND FLOOR AREA OF PRINCIPAL STRUCTURE = 11,000 SF
MAX LOT COVERAGE: 11,000/77,715 SF = 14.15%

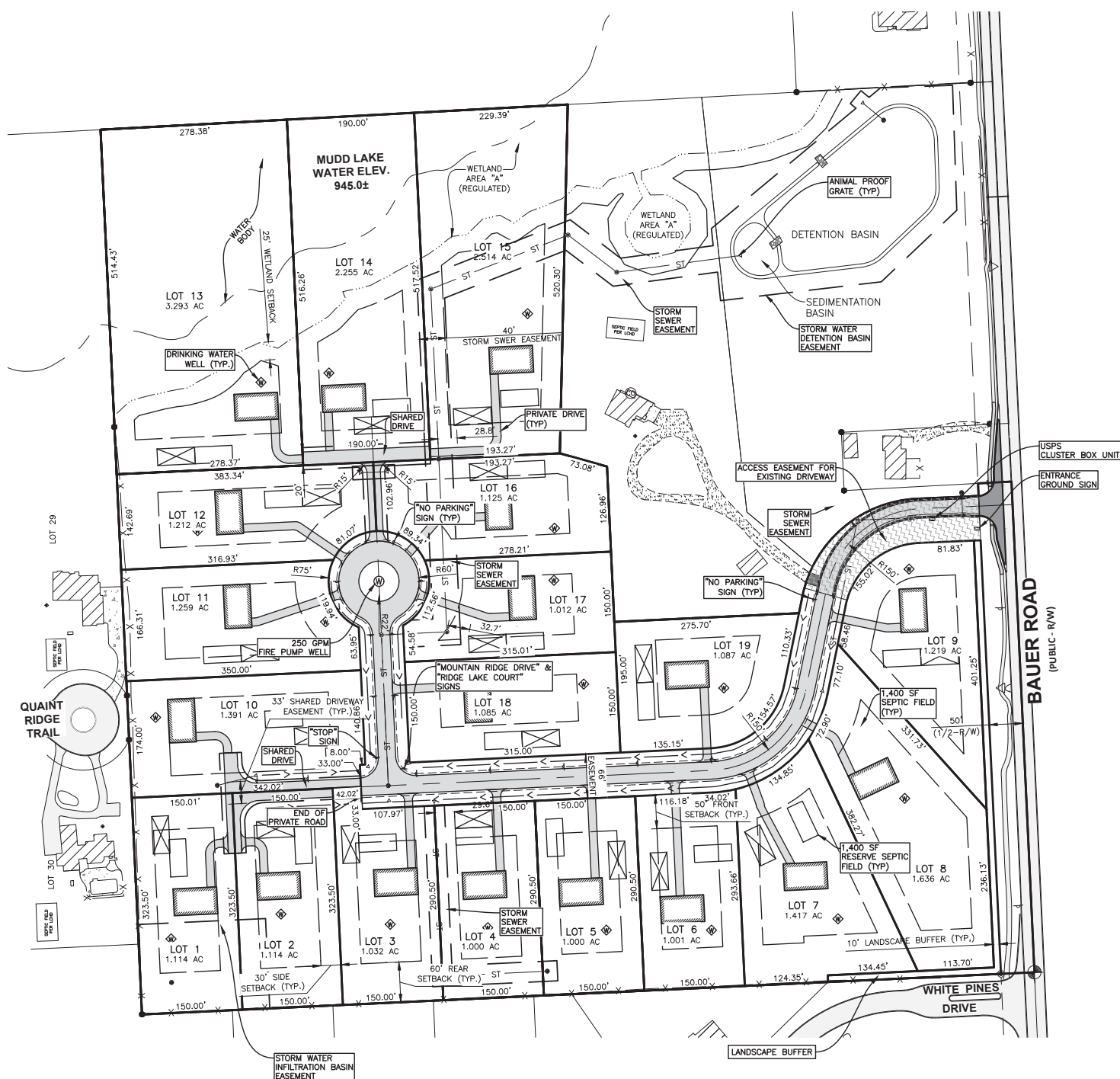
ADJACENT ZONING:
SIDE: LDR
SOUTH: LDR
EAST: PRF (PUBLIC & RECREATIONAL FACILITIES)
WEST: LDR

NOTES

- FOR MORE DETAILED LOT DIMENSIONS, EASEMENTS, AND CONDOMINIUM ELEMENTS REFER TO SEPARATE EXHIBIT B DRAWINGS.

LOT DATA

LOT	TOTAL AREA	TOTAL ACRES	LOT AREA	COV. AREA	MAX. GROSS FLOOR AREA	MAX. LOT COVERAGE
1	1,114.00	0.255	1,114.00	11,000.00	11,000.00	14.15%
2	1,114.00	0.255	1,114.00	11,000.00	11,000.00	14.15%
3	1,032.00	0.236	1,032.00	11,000.00	11,000.00	14.15%
4	1,000.00	0.228	1,000.00	11,000.00	11,000.00	14.15%
5	1,000.00	0.228	1,000.00	11,000.00	11,000.00	14.15%
6	1,001.00	0.228	1,001.00	11,000.00	11,000.00	14.15%
7	1,417.00	0.324	1,417.00	11,000.00	11,000.00	14.15%
8	1,636.00	0.374	1,636.00	11,000.00	11,000.00	14.15%
9	1,219.00	0.280	1,219.00	11,000.00	11,000.00	14.15%
10	1,391.00	0.315	1,391.00	11,000.00	11,000.00	14.15%
11	1,259.00	0.288	1,259.00	11,000.00	11,000.00	14.15%
12	1,212.00	0.278	1,212.00	11,000.00	11,000.00	14.15%
13	3,293.00	0.753	3,293.00	11,000.00	11,000.00	14.15%
14	2,255.00	0.514	2,255.00	11,000.00	11,000.00	14.15%
15	2,514.00	0.576	2,514.00	11,000.00	11,000.00	14.15%
16	1,125.00	0.257	1,125.00	11,000.00	11,000.00	14.15%
17	1,012.00	0.232	1,012.00	11,000.00	11,000.00	14.15%
18	1,085.00	0.247	1,085.00	11,000.00	11,000.00	14.15%
19	1,087.00	0.247	1,087.00	11,000.00	11,000.00	14.15%



ENGINEERS - SURVEYORS
CONSULTANTS - LAND PLANNERS

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CLIENT:

JOHN MORETTI
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BRIGHTON, MI 48116

OVERALL SITE PLAN

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
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REVISED SITE PLAN TO TOWNSHIP	2/20/2019
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REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

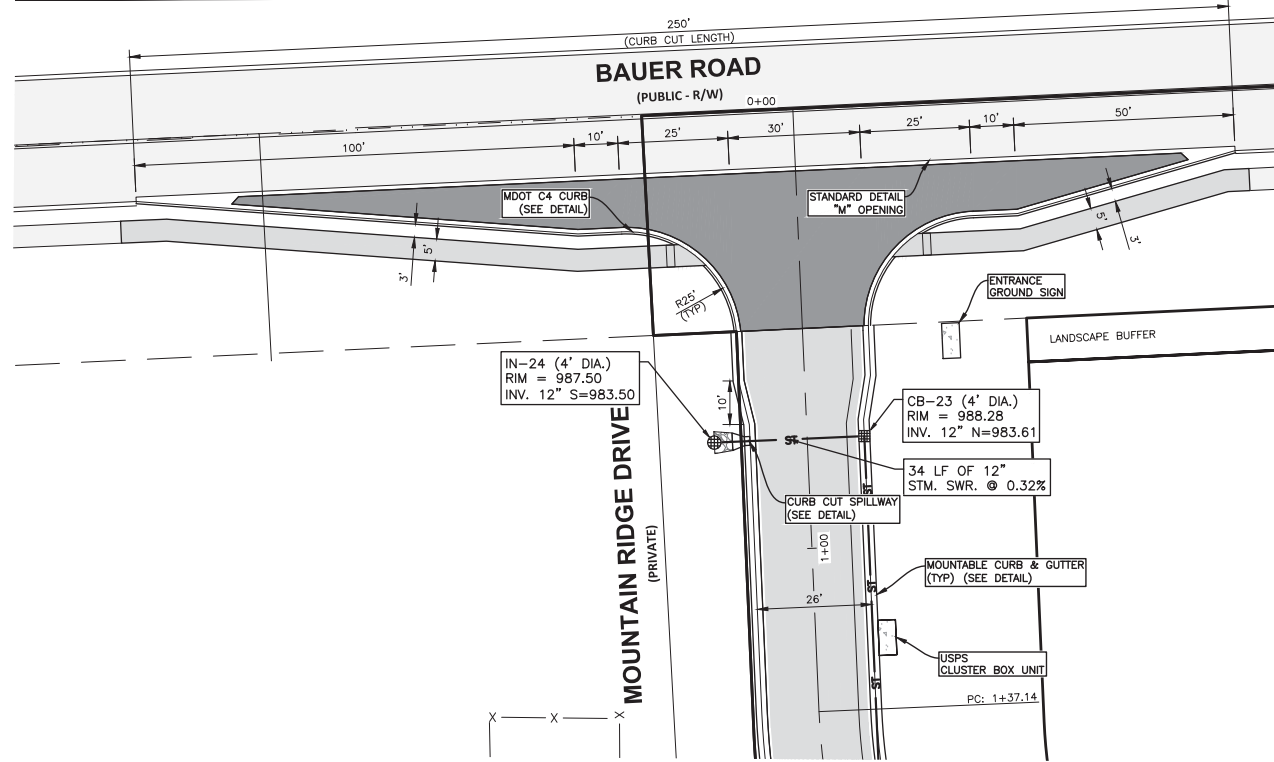
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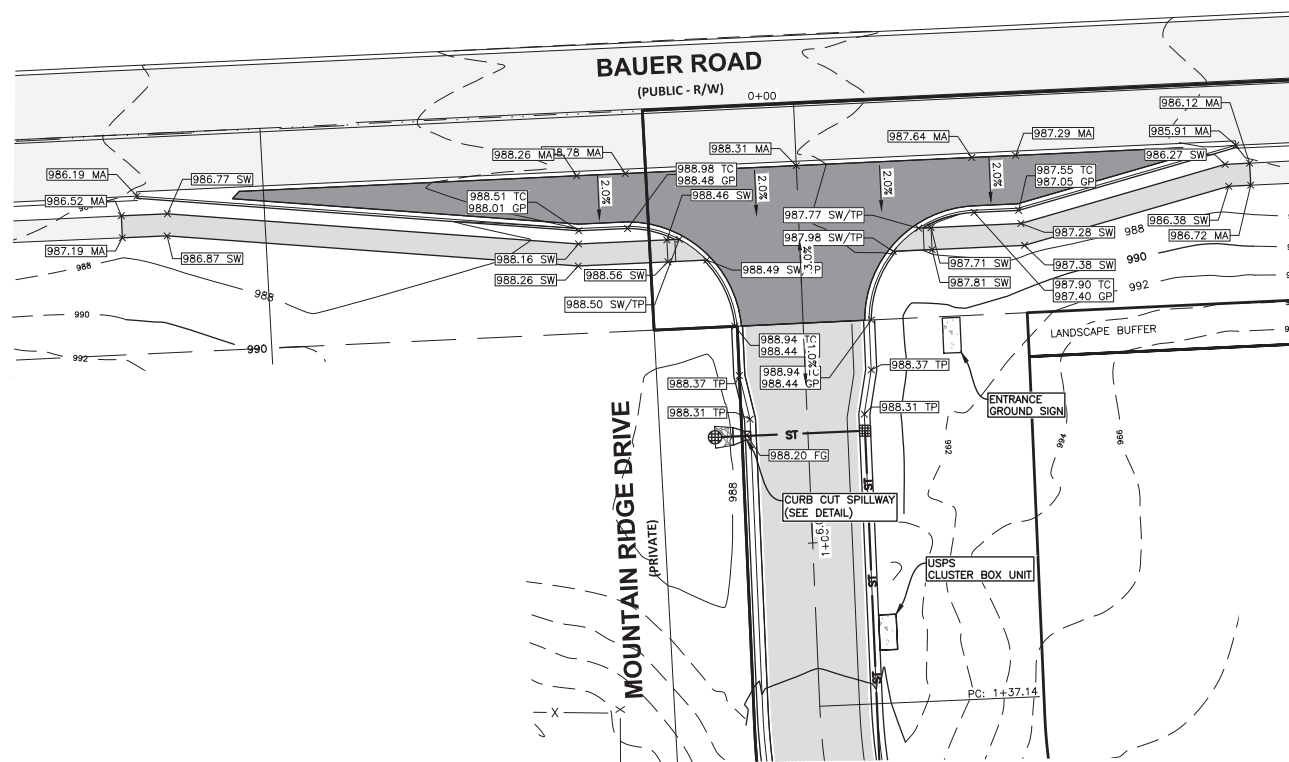
THE RIDGE SITE CONDOMINIUM
ENTRANCE
DETAILS



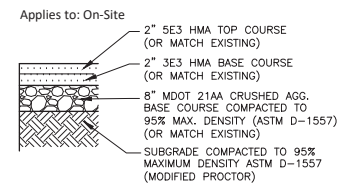
MOUNTAIN RIDGE DRIVE /BAUER ROAD PLAN



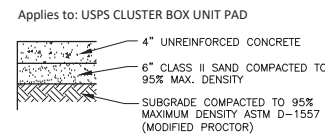
MOUNTAIN RIDGE DRIVE/BAUER ROAD. GRADING PLAN



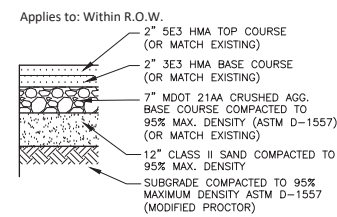
ON-SITE ROAD
PAVEMENT SECTION



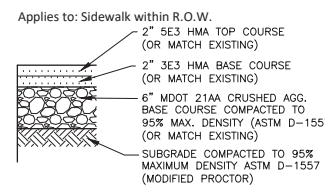
CONCRETE SECTION



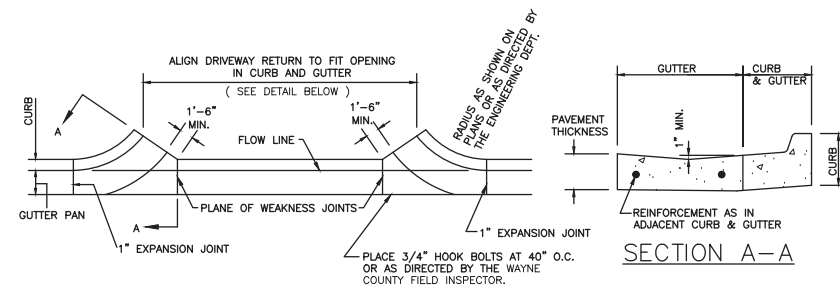
RIGHT-OF-WAY
PAVEMENT SECTION



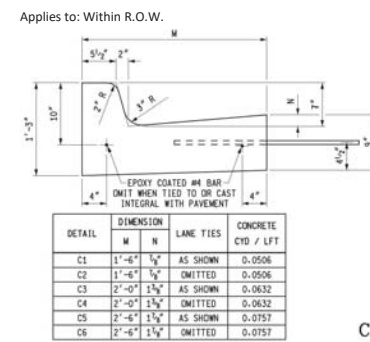
WALK PAVEMENT SECTION



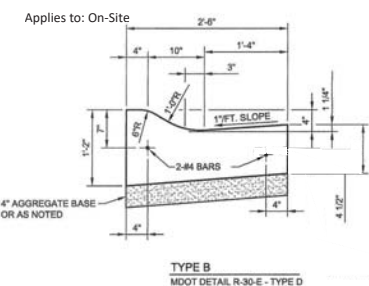
M.D.O.T. DRIVEWAY OPENING DETAIL 'M'



MDOT C4 CURB DETAIL



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ENTRANCE DETAILS
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	PLAN SUBMITTALS/REVISIONS
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	REVISED SITE PLAN TO TOWNSHIP
4/2/2019	FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCDC
7/2/2019	REVISED FINAL SITE PLAN PER LCDC

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 20'

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

C-1.1

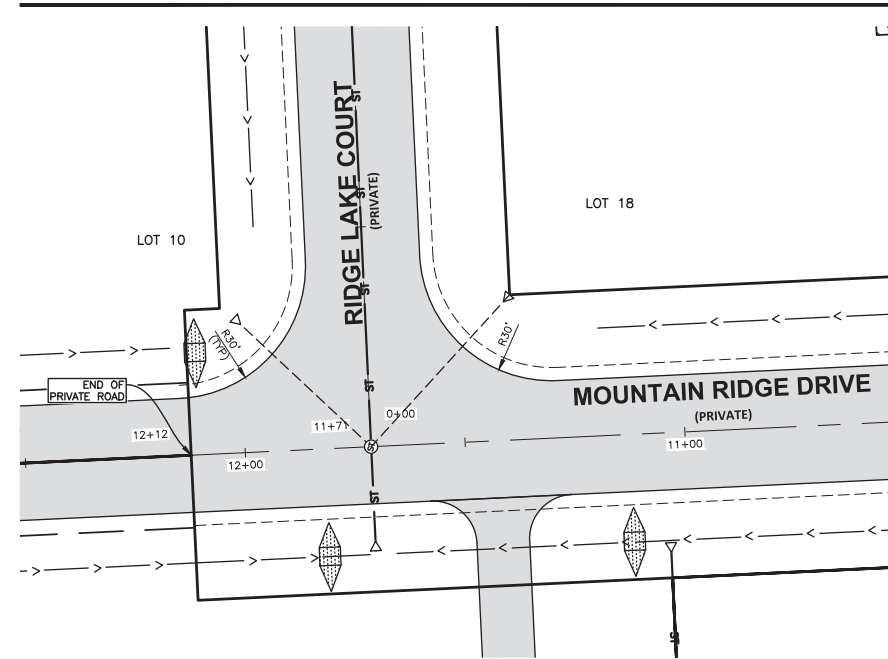
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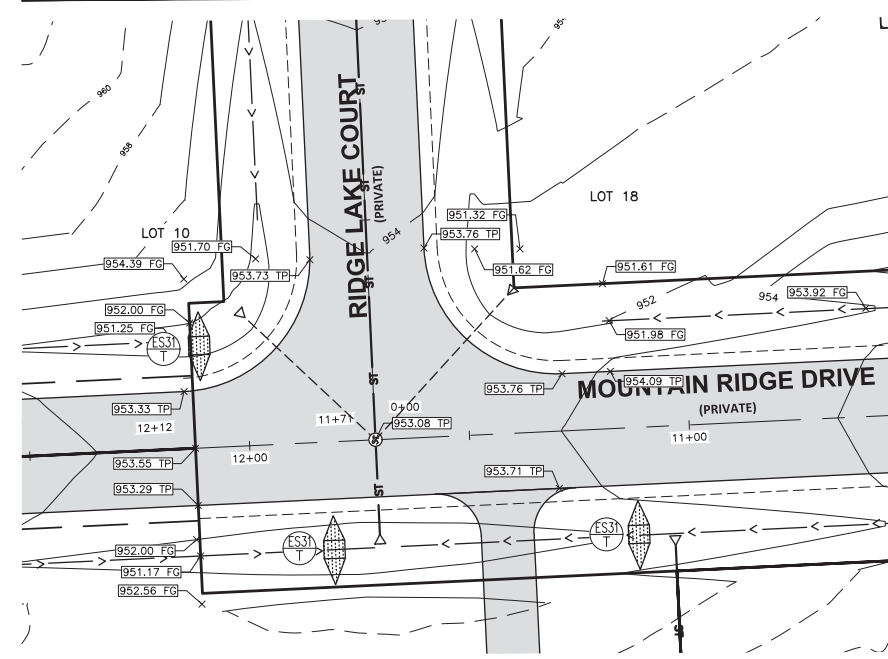
THE RIDGE SITE CONDOMINIUM
CUL-DE-SAC & INTERSECTION
DETAILS



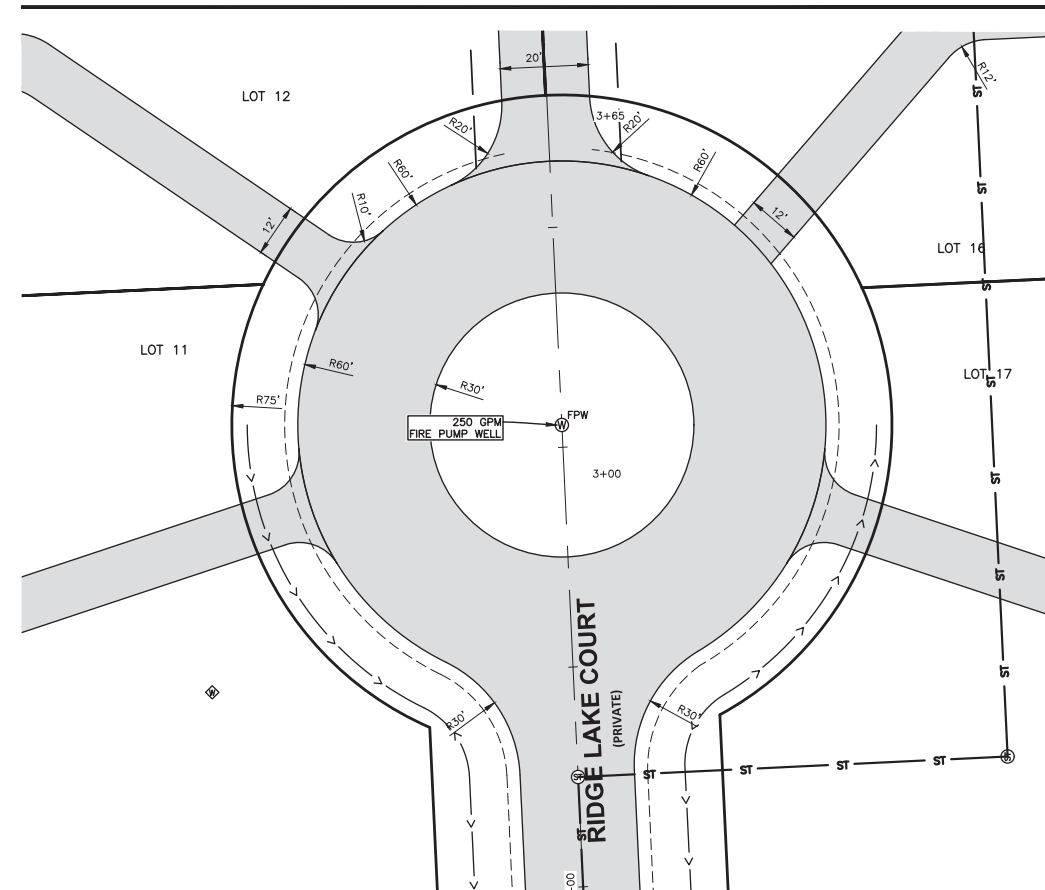
MOUNTAIN RIDGE DRIVE/RIDGE LAKE COURT PLAN



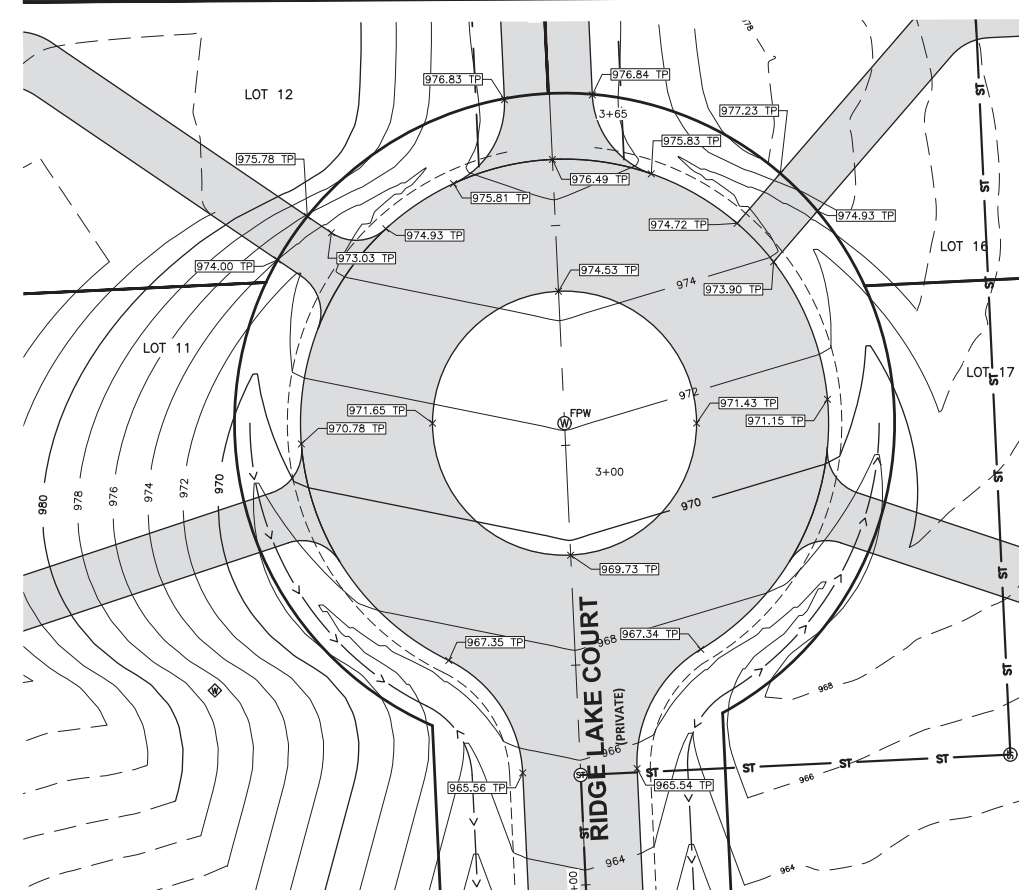
MOUNTAIN RIDGE DRIVE/RIDGE LAKE COURT GRADING PLAN



RIDGE LAKE COURT PLAN



RIDGE LAKE COURT GRADING PLAN



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CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

CUL-DE-SAC & INTERSECTION DETAILS

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCHD	7/21/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 20'
0 1/2" 1"

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

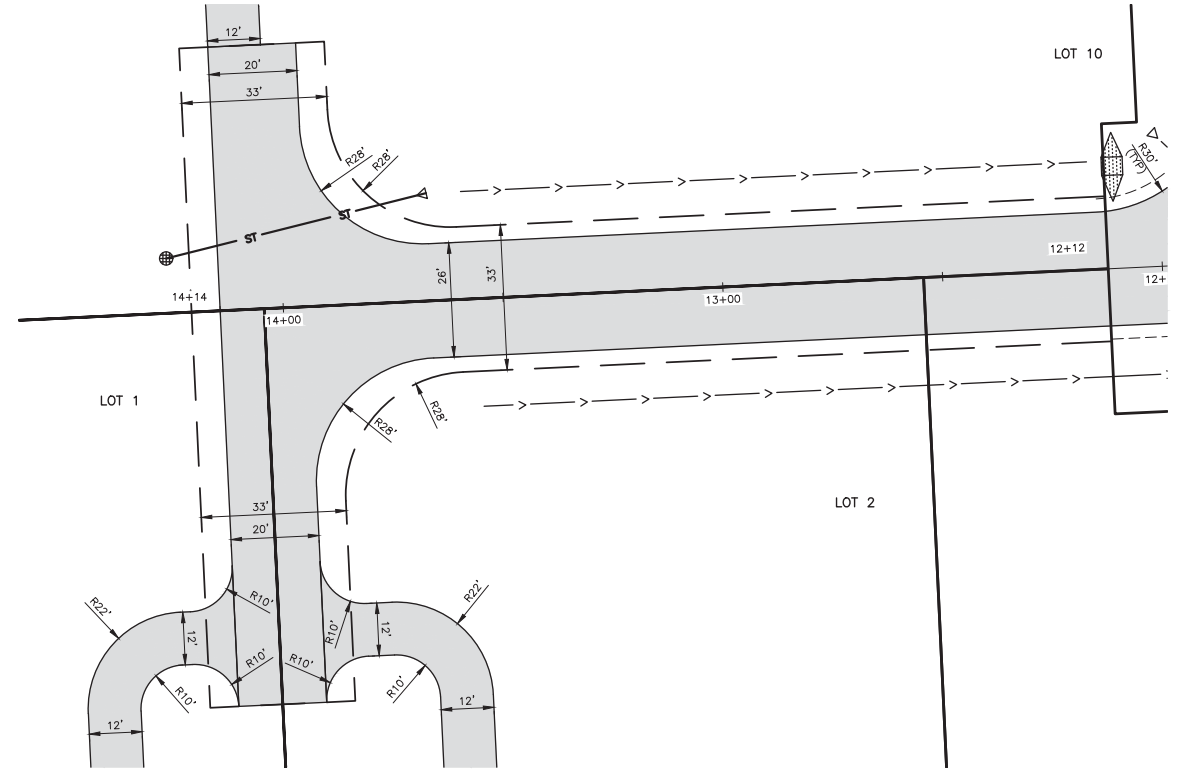
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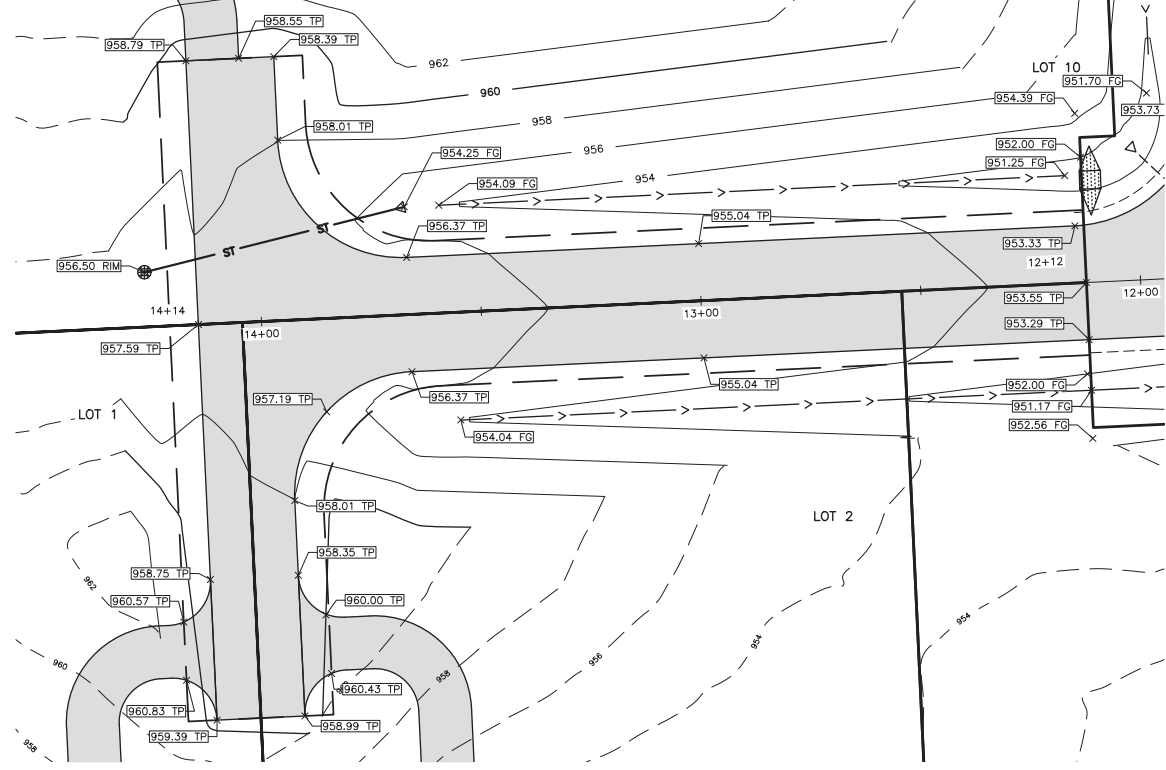


**THE RIDGE SITE CONDOMINIUM
SHARED DRIVEWAY
DETAILS**

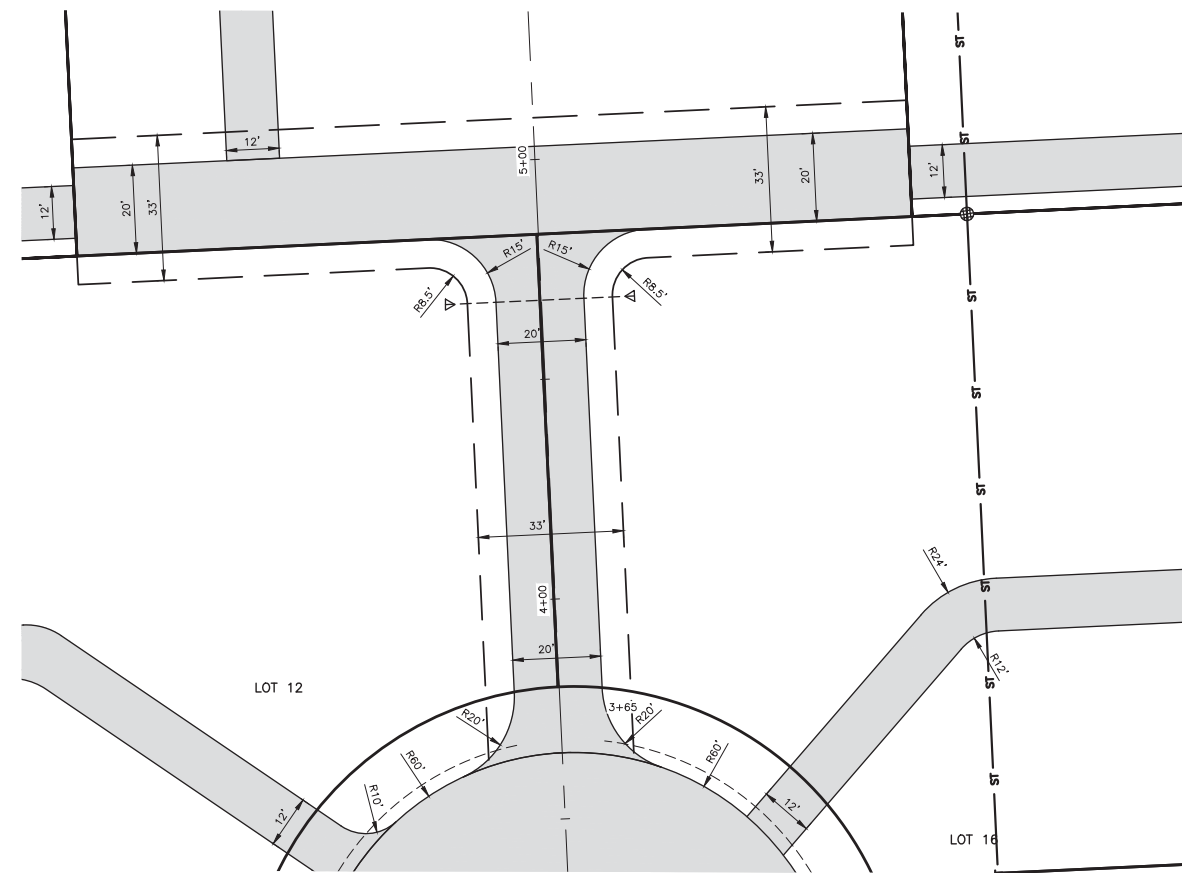
MOUNTAIN RIDGE DRIVE SHARED DRIVEWAY PLAN



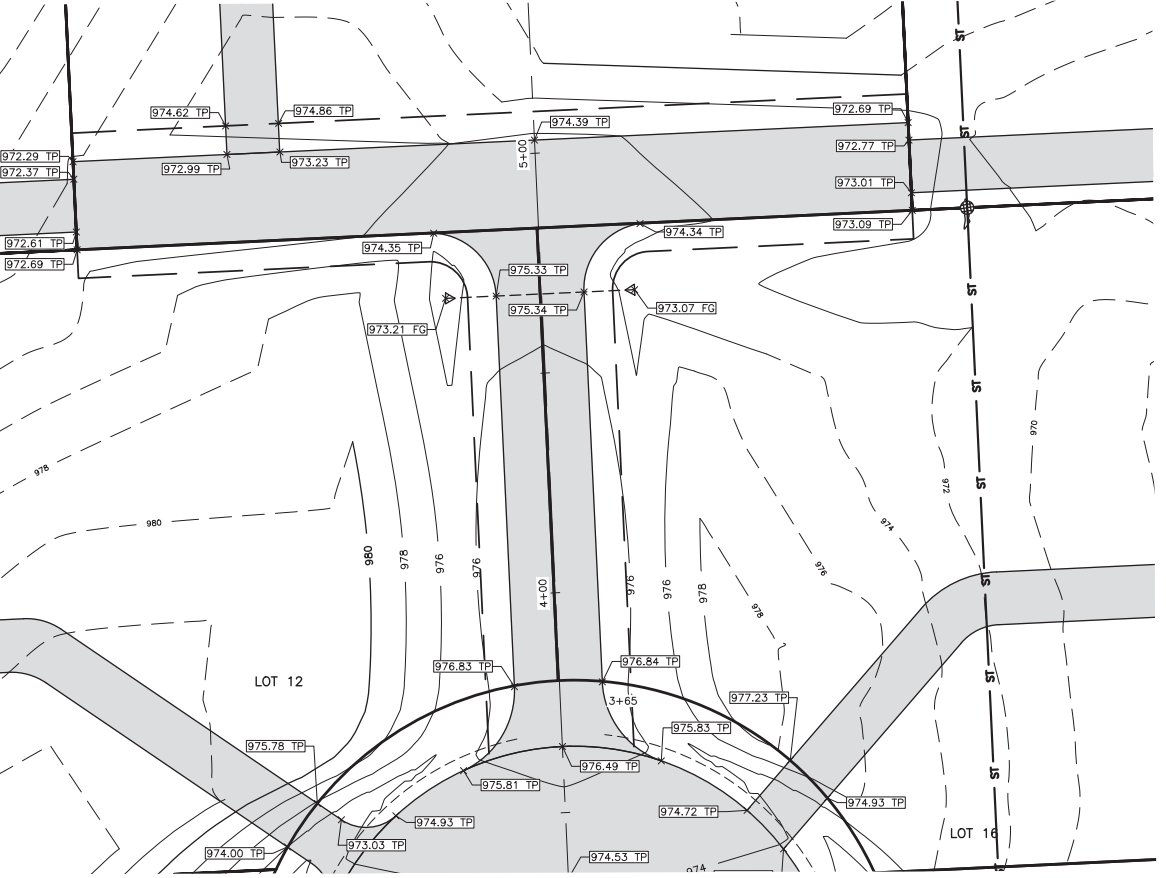
MOUNTAIN RIDGE DRIVE SHARED DRIVEWAY GRADING PLAN



RIDGE LAKE COURT SHARED DRIVEWAY PLAN



RIDGE LAKE COURT GRADING PLAN



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4242 BAUER ROAD
BRIGHTON, MI 48116

SHARED DRIVEWAY DETAILS
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
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REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCHD	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025
SCALE: 1" = 20'
0 1/2" 1"

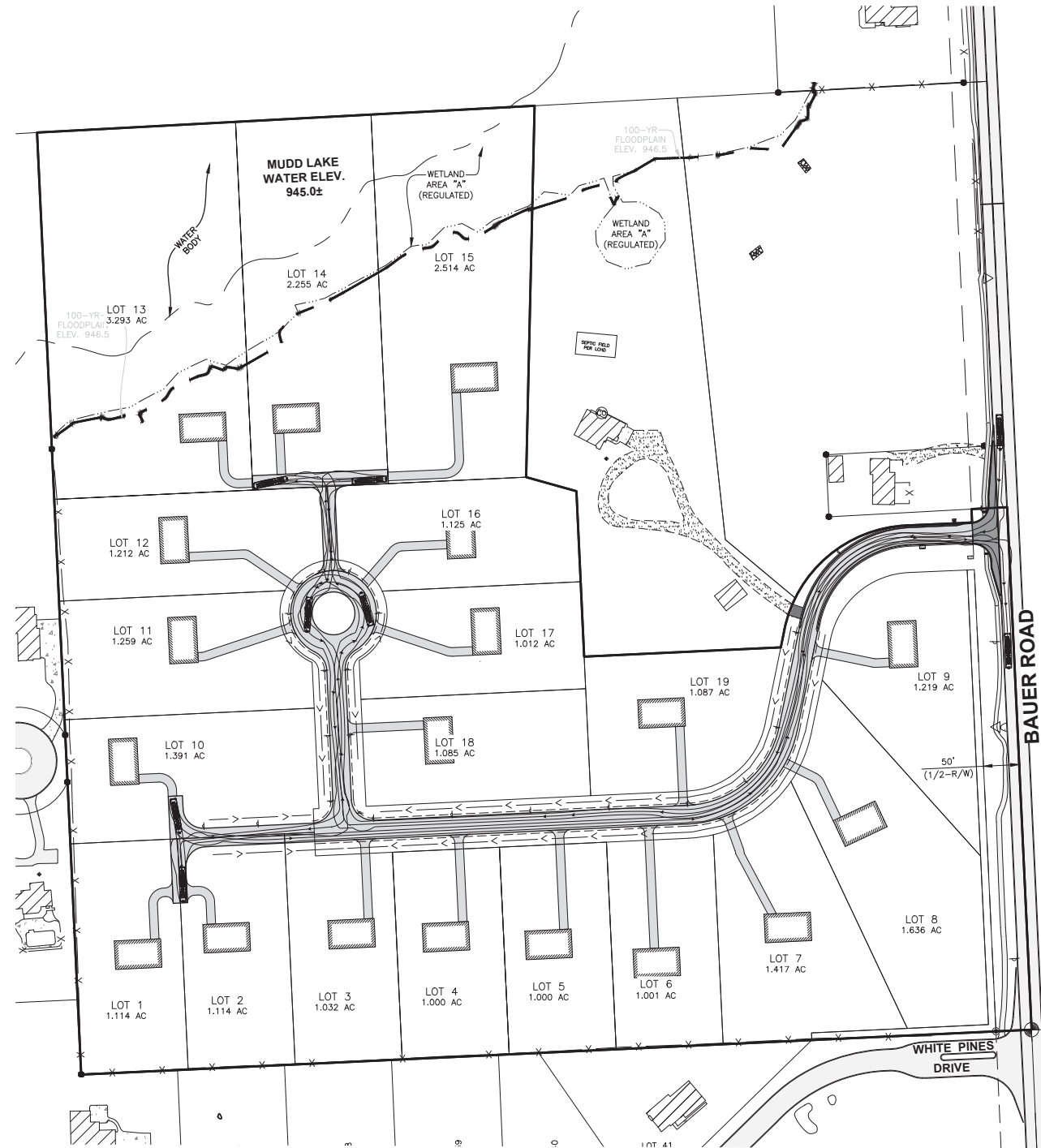
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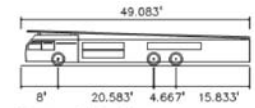
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MORETTI ESTATES
EMERGENCY VEHICLE
CIRCULATION



EMERGENCY VEHICLE



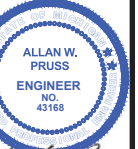
Brighton 49' Fire Truck
Overall Length 49.083ft
Overall Width 8.00ft
Overall Body Height 7.50ft
Min Body Ground Clearance 20.583ft
Track Width 4.667ft
Lock-to-lock time 5.00s
Max Steering Angle (Virtual) 15.00°

FIRE TRUCK DETAIL
NOT TO SCALE

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CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

EMERGENCY VEHICLE CIRCULATION

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCD	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

C-2.0

NOT FOR CONSTRUCTION

SOIL EROSION AND SEDIMENTATION CONTROL SEQUENCE OF CONSTRUCTION

1. THE CONTRACTOR SHALL INSTALL SILT FENCE AS SHOWN ON APPROVED PLANS.
2. REMOVE ALL TOPSOIL AND ORGANIC MATTER. TOPSOIL MAY BE STORED ON SITE IN DESIGNATED AREA TO BE USED FOR FUTURE PLANTING AND FILL AREAS. TRUCK REMAINING TOP SOIL OFFSITE AND PROPERLY DISPOSE.
3. THE CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES OUTSIDE THE LIMITS OF DISTURBANCE.
4. ROUGH GRADE AND INSTALL NEW UNDERGROUND UTILITIES INCLUDING SEDIMENTATION FOREBAY. PLACE INLET FILTERS AT PROPOSED CATCH BASINS THROUGHOUT SITE.
5. SEDIMENTATION FOREBAY SHALL BE EXCAVATED, TOP SOILED, AND SEEDED IMMEDIATELY AFTER DEMOLITION WORK IS COMPLETED.
6. CONSTRUCT ROAD.
7. FINISH GRADE AROUND ROAD AND STABILIZE AS SOON AS POSSIBLE. STABILIZE ALL DISTURBED AREAS WITH CLASS A SEED AND MULCH. IN AREAS OF SLOPES OF 1:4 OR STEEPER, CONTRACTOR TO SEED AND INSTALL PEGGED IN PLACE EROSION CONTROL BLANKETS.
8. REPAIR/CLEAN INLET FILTERS AS REQUIRED.
9. INSTALL FINAL LANDSCAPING PER SEPARATE LANDSCAPE PLAN.
10. STONE AROUND OUTLET STANDPIPE STRUCTURE SHALL BE REFRESHED.
11. REMOVE TEMPORARY SOIL EROSION MEASURES ONCE SEEDED VEGETATION HAS ESTABLISHED. CLEAN ALL AFFECTED STORM STRUCTURES AS NECESSARY.

GRADING LEGEND

- 900--- EXISTING CONTOUR
- 900— PROPOSED CONTOUR
- ▬▬▬▬▬ LIMITS OF DISTURBANCE

THE RIDGE SITE CONDOMINIUM GRADING, SOIL EROSION & SEDIMENTATION CONTROL PLAN

AERIAL PHOTOGRAMMETRY

TOPOGRAPHIC CONTOURS BASED ON MEGA AERIAL.
 CONTOUR INTERVAL: 2 FOOT
 VERTICAL DATUM: NAVD88
 DATE OF PHOTOGRAPHY: 4/24/2018

SESC LEGEND

- ○ ○ ○ SILT FENCE
- ▨ MUD MAT

EROSION CONTROL QUANTITIES

Disturbed Area: 15.924 Acres

QTY	UNIT	ITEM
3,455	LF	SILT FENCE
4	EA	INLET FILTER
40	EA	CHECK DAM

MDMB SOIL EROSION & SEDIMENTATION CONTROL MEASURES

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET (MDMB)

EROSION CONTROLS

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E6	MULCH		FOR USE IN AREAS SUBJECT TO EROSION, SURFACE FLOWS OR SEVERE WIND OR ON NEWLY SEEDED AREAS.
E8	PERMANENT SEEDING		STABILIZATION METHOD UTILIZED ON SITES WHERE EARTH CHANGE HAS BEEN COMPLETED (FINAL GRADING ATTAINED).

SEDIMENT CONTROLS

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
SS1	SILT FENCE		USE ADJACENT TO CRITICAL AREAS, TO PREVENT SEDIMENT LADEN SHEET FLOW FROM ENTERING THESE AREAS.
SS3	STABILIZED CONSTRUCTION ACCESS		USED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE.
SS5	SEDIMENT BASIN		AT THE OUTLET OF DISTURBED AREAS AND AT THE LOCATION OF A PERMANENT DETENTION BASIN.
SS8	INLET PROTECTION FABRIC DROP		USE AT STORMWATER INLETS, ESPECIALLY AT CONSTRUCTION SITES.

EROSION & SEDIMENT CONTROLS

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
ES31	CHECK DAM		USED TO REDUCE SURFACE FLOW VELOCITIES WITHIN CONSTRUCTED AND EXISTING FLOW CORRIDORS.

ⓧ T TEMPORARY ⓧ P PERMANENT

EROSION CONTROL STANDARDS

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE.
2. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
3. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
4. CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DIRECTED ON THESE PLANS. CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER CHANGES HAS BEEN ACCOMPLISHED.
5. STAGING OF THE WORK WILL BE DONE BY THE CONTRACTOR AS DIRECTED IN THESE PLACES AND AS REQUIRED TO INSURE PROGRESSIVE STABILIZATION OF DISTURBED AREAS.
6. SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
7. A CERTIFIED STORM WATER OPERATOR WILL BE NAMED ON THE MDEQ NOTICE OF COVERAGE FOR NPDES AS REQUIRED.

SOIL EROSION CONTROL MAINTENANCE SCHEDULE AND NOTES.

1. CONTRACTOR MUST OBTAIN A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FROM LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE PRIOR TO COMMENCING WORK.
2. EARTHWORK SHALL BE LIMITED TO THE PROPOSED SITE AS SHOWN ON THE PLAN.
3. CONTRACTOR SHALL INSPECT THE SOIL EROSION/SEDIMENTATION CONTROL DEVICES ONCE A WEEK AND/OR WITHIN 24 HOURS OF A RAINFALL EVENT WHICH RESULTS IN A STORM WATER DISCHARGE FROM THE SITE. ANY DAMAGE TO EROSION CONTROL MEASURES MUST BE REPAIRED IMMEDIATELY.
4. ALL MUD OR DEBRIS TRACKED ONTO EXISTING PUBLIC ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
5. SILT FENCE MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY BUILT-UP SEDIMENT WHEN THE SEDIMENT HEIGHT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE FENCE. THE CONTRACTOR IS RESPONSIBLE TO REMOVE, REPLACE, RETRENCH OR RE-BACKFILL THE SILTATION FENCE SHOULD IT FAIL OR BE DAMAGED DURING CONSTRUCTION.
6. PERMANENT STABILIZATION MUST BE COMPLETED WITHIN 30 DAYS OF FINAL GRADING.
7. ACCESS ROADS MUST BE MAINTAINED AS NECESSARY, TO KEEP THEM EFFECTIVE. NEW LAYERS OF STONE MAY BE ADDED AS OLD LAYERS BECOME COMPACTED. STEPS SHOULD ALSO BE TAKEN TO REPAIR THE ACCESS ROADS IF RUTS OR PONDING WATER APPEARS.
8. INLET FILTERS SHOULD BE INSPECTED FOR BUILDUP OF SILT AND OTHER DEBRIS. THIS IS EVIDENT IF GEOTEXTILE/SOD STRUCTURE IS CAUSING FLOODING. MAINTENANCE WOULD CONSIST OF REMOVING OF SEDIMENTS WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR, IT MAY BE NECESSARY TO REPLACE BOTH THE SOD AND GEOTEXTILE FILTER.
9. IF SOIL EROSION/SEDIMENT CONTROL MEASURES ARE INADEQUATE FOR THE SITE. THE PROPER EROSION CONTROL AUTHORITY MUST BE NOTIFIED.
10. HYDRO-SEEDING - HYDRO-SEEDING IS NOT ACCEPTABLE FOR SLOPES EXCEEDING 1%. ON SLOPES OVER 1%, STABILIZATION SHALL BE DONE WITH SEED AND STRAW MULCH WITH A TACKIFIER, OR STRAW BLANKETS PEGGED IN PLACE.
11. STRAW MULCH - 3" IN DEPTH, 1.5 TO 2 TONS PER ACRE (ALL MULCH MUST HAVE A TIE DOWN, SUCH AS TACKIFIER, NET BINDING, ETC.)
12. FERTILIZER - 150 LBS. PER ACRE.
13. GRASS SEED - 210 LBS. PER ACRE.
14. TOP-SOIL - 3 INCHES IN DEPTH.
15. ALL RIP-RAP MUST BE PLACED OVER KEYED IN GEO-FABRIC

BENCHMARKS

Datum: NAVD88

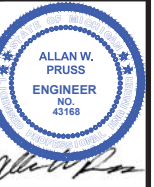
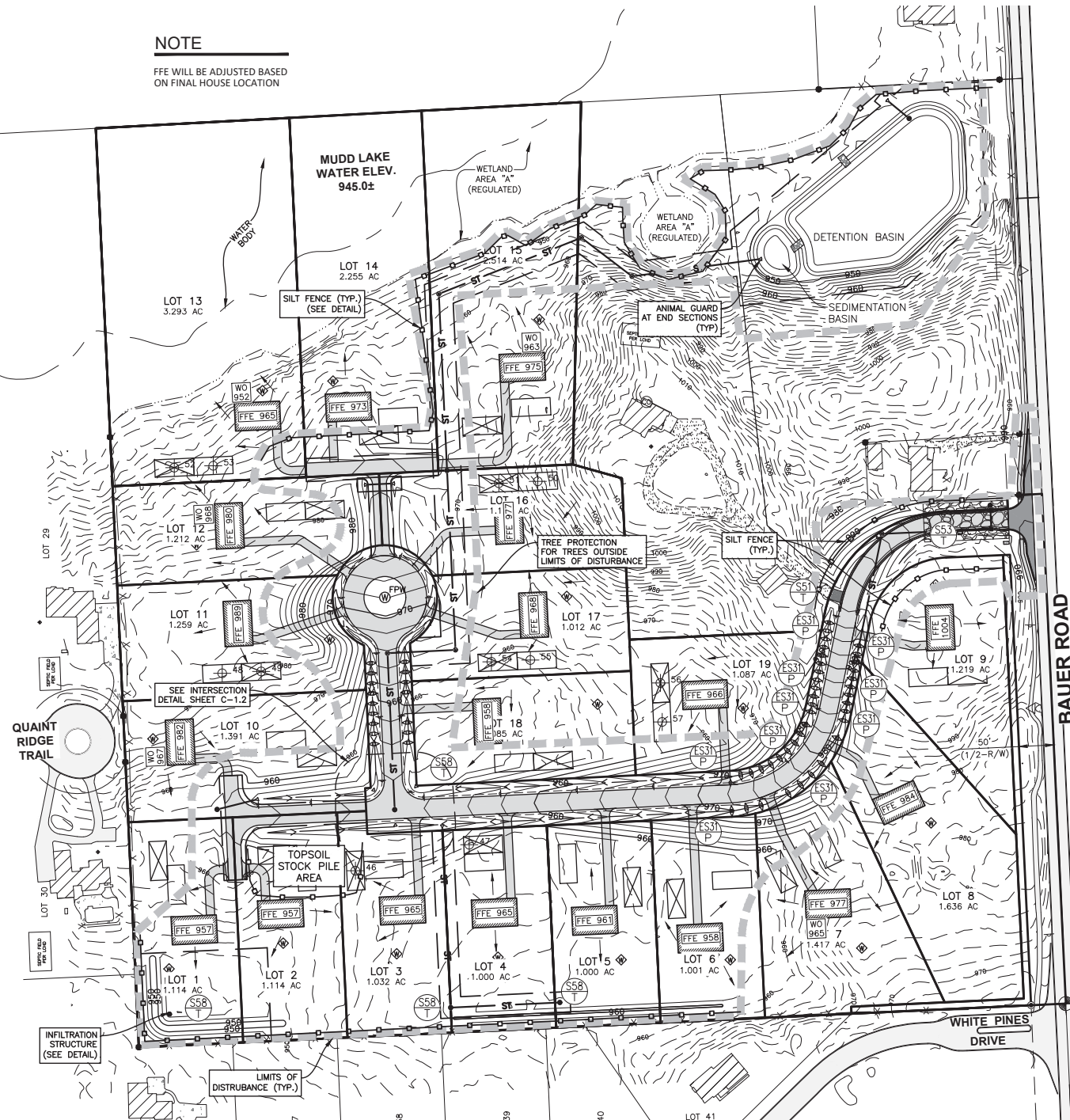
BM A:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 26'± WEST OF CENTERLINE OF BAUER ROAD & 539'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
Elev = 986.91

BM B:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 28'± WEST OF CENTERLINE OF BAUER ROAD & 58'± NORTH FROM SUBJECT'S SOUTH PROPERTY LINE.
Elev = 970.48

BM C:
RAIL ROAD SPIKE IN WEST FACE UTILITY POLE, 439'± WEST OF CENTERLINE OF BAUER ROAD & 565'± SOUTH FROM SUBJECT'S NORTH PROPERTY LINE.
Elev = 1013.57

NOTE

FFE WILL BE ADJUSTED BASED ON FINAL HOUSE LOCATION



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CLIENT :

JOHN MORETTI
 4242 BAUER ROAD
 BRIGHTON, MI 48116

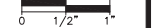
GRADING, SESC PLAN
 THE RIDGE SITE CONDOMINIUM
 4242 BAUER ROAD
 PART OF NE 1/4, SEC. 26, T2N-R5E
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	DESCRIPTION
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	REVISED SITE PLAN TO TOWNSHIP
4/2/2019	FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCHD
7/27/2019	REVISED FINAL SITE PLAN PER LCCD

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'

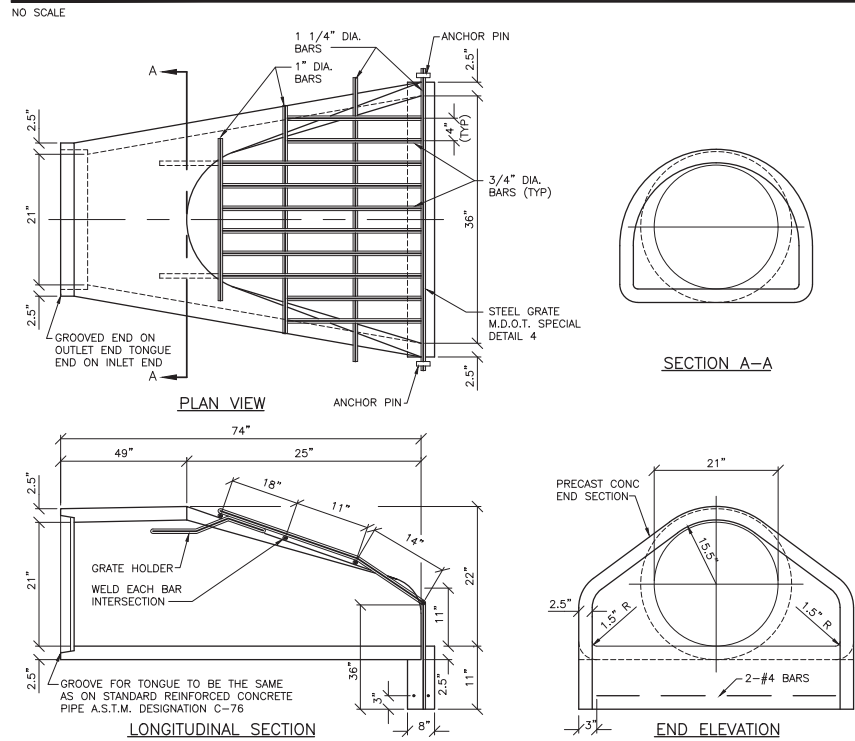


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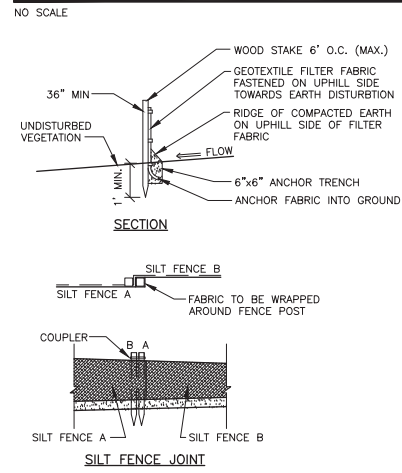
C-7.0

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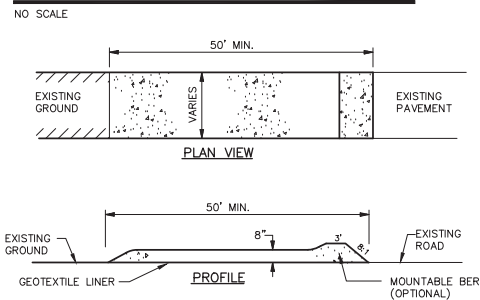
OUTFALL DETAIL



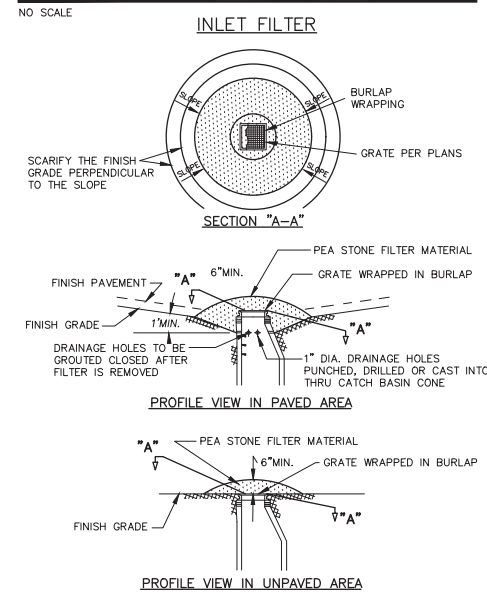
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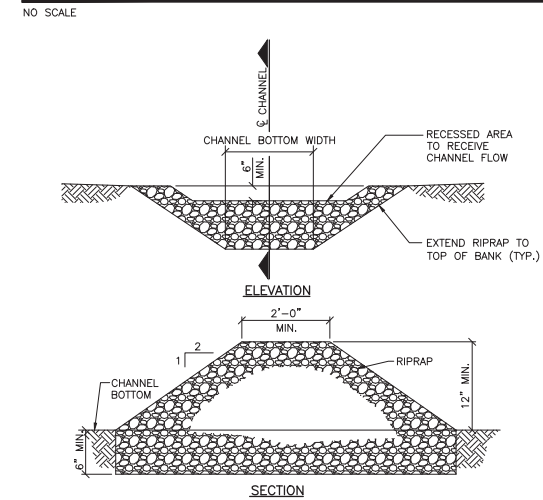
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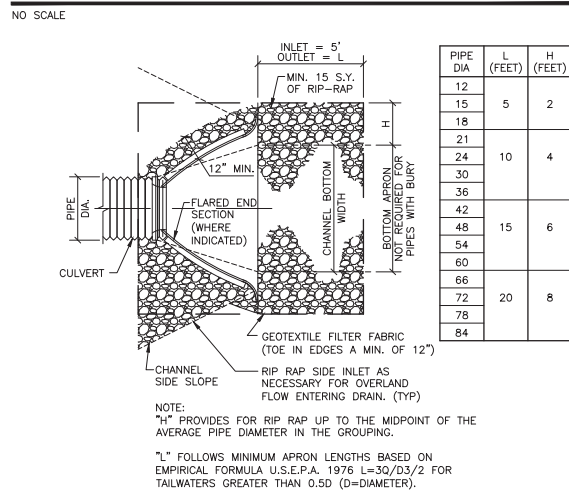
INLET FILTER DETAIL



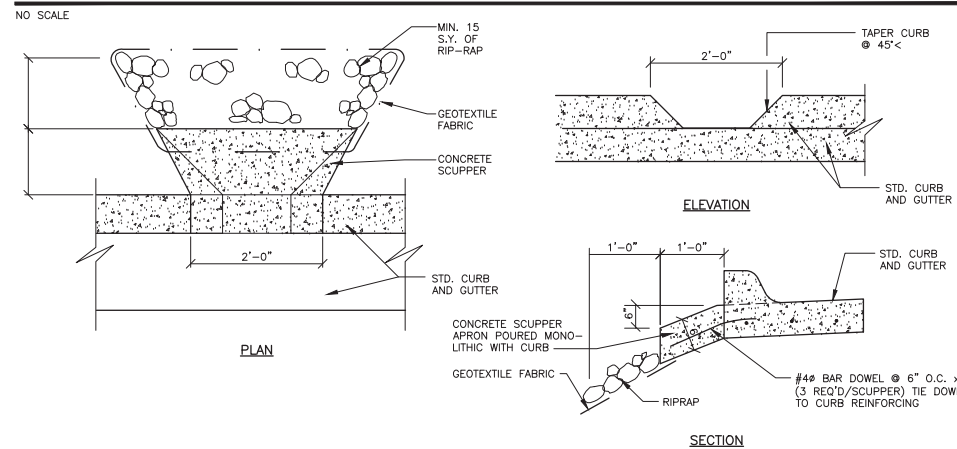
CHECK DAM DETAIL



RIPRAP END TREATMENT DETAIL AT OUTFALL



RIPRAP CURB CUT SPILLWAY DETAIL



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AND ELEVATIONS PRIOR TO THE START OF
CONSTRUCTION.

CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

SESC DETAILS

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDC	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: AS NOTED

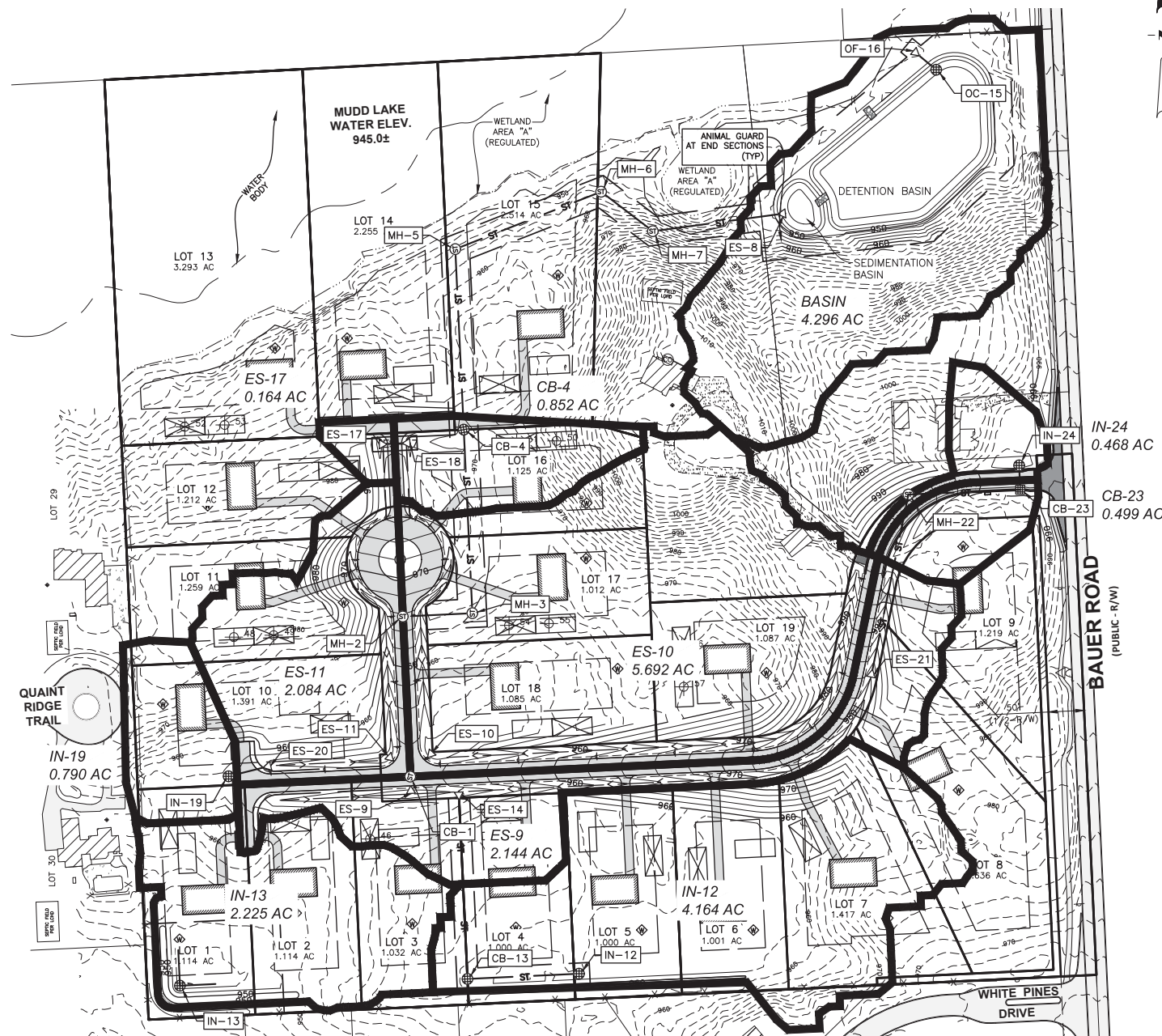
FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

C-7.1

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THE RIDGE SITE CONDOMINIUM STORM WATER MANAGEMENT PLAN



OUTLET CONTROL STRUCTURE ORIFICE CALCULATIONS

Structure	Flow (CFS)	Orifice Size	Head (ft)	Velocity (ft/s)	Discharge (CFS)
IN-13	1.225	12"	1.0	1.5	1.2
IN-19	0.790	12"	1.0	1.5	0.8
IN-24	0.468	12"	1.0	1.5	0.5
CB-23	0.499	12"	1.0	1.5	0.5
OC-15	1.0	12"	1.0	1.5	1.0

DETENTION VOLUME CALCULATIONS

Structure	Volume (cu ft)	Storage Type
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation
Basin	150,000	Detention
Sedimentation	50,000	Sedimentation

REQUIRED DETENTION VOLUME (LIVINGSTON COUNTY METHOD)

Structure	Volume (cu ft)
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000

REQUIRED VOLUME SUMMARY

Structure	Volume (cu ft)
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000

PROVIDED SEDIMENTATION STORAGE VOLUME

Structure	Volume (cu ft)
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000

PROVIDED DETENTION STORAGE VOLUME

Structure	Volume (cu ft)
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000
Basin	150,000
Sedimentation	50,000

PROVIDED STORAGE ELEVATIONS

Structure	Structure	Elevation	Storage
Basin	1	947.00	150,000
Basin	2	947.00	150,000
Basin	3	947.00	150,000
Basin	4	947.00	150,000
Basin	5	947.00	150,000
Basin	6	947.00	150,000
Basin	7	947.00	150,000
Basin	8	947.00	150,000
Basin	9	947.00	150,000
Basin	10	947.00	150,000

STORM SEWER PIPE NETWORK CALCULATIONS

FROM STR TO STR	AREA A	COEFF C	AREA TOTAL AC	TOTAL C x A	TIME I	INT I	FLOW Q	PIPE CAP	PIPE AREA	PIPE LENGTH	PIPE DIA	PIPE SLOPE	MIN PIPE SLOPE	H.G. FULL	VEL FULL	H.G. ELEV UP	H.G. ELEV DOWN	INVERT ELEV UP	INVERT ELEV DOWN	RIM ELEV UP	RIM ELEV DOWN		
MAIN RUN ES10-MH1	5.692	0.32	1.821	5.692	2.488	20.00	3.89	9.68	12.17	3.14	47	24	0.29	0.12	0.29	3.88	0.20	952.50	952.36	950.90	950.76	950.90	953.08
MAIN RUN MH1-MH2	0.000	0.32	0.000	15.841	5.736	20.28	3.86	22.17	23.09	7.07	225	36	0.12	0.07	0.12	3.27	1.15	950.92	950.85	948.52	948.25	953.08	968.60
MAIN RUN MH2-MH3	0.000	0.32	0.000	15.841	5.736	21.43	3.77	21.62	22.11	7.07	98	36	0.11	0.07	0.11	3.13	0.52	950.65	950.54	948.25	948.14	953.08	965.00
MAIN RUN MH3-CB4	0.000	0.32	0.000	15.841	5.736	21.95	3.73	21.38	22.11	7.07	258	36	0.11	0.07	0.11	3.13	1.37	950.54	950.25	948.14	947.85	953.08	972.40
MAIN RUN CB4-MH5	1.290	0.32	0.413	17.131	6.148	23.33	3.62	22.26	23.09	7.07	254	36	0.12	0.07	0.12	3.27	1.30	950.25	949.95	947.85	947.55	953.08	954.71
MAIN RUN MH5-MH6	0.000	0.32	0.000	17.131	6.148	24.62	3.53	21.68	22.11	7.07	220	36	0.11	0.07	0.11	3.13	1.17	949.95	949.71	947.55	947.31	953.08	953.04
MAIN RUN MH6-MH7	0.000	0.32	0.000	17.131	6.148	25.79	3.45	21.18	22.11	7.07	91	36	0.11	0.07	0.11	3.13	0.48	949.71	949.61	947.31	947.21	953.08	968.00
MAIN RUN MH7-ES8	0.000	0.32	0.000	17.131	6.148	26.28	3.41	20.98	22.11	7.07	188	36	0.11	0.07	0.11	3.13	1.00	949.61	949.40	947.21	947.00	953.08	0.00
LATERAL IN12-CB13	4.164	0.32	1.332	4.164	1.332	20.00	3.89	5.18	5.03	1.77	157	18	0.23	0.18	0.24	2.85	0.92	954.57	954.19	953.31	952.95	957.00	959.54
LATERAL CB13-ES14	0.000	0.32	0.000	4.164	1.332	20.92	3.81	5.08	4.92	1.77	267	18	0.22	0.16	0.23	2.79	1.60	954.19	953.56	952.95	952.36	959.54	952.36
LATERAL ES9-MH1	2.144	0.32	0.686	7.275	2.328	20.00	3.89	9.05	9.32	3.14	24	24	0.17	0.12	0.17	2.97	0.13	952.26	952.22	950.66	950.62	950.65	953.08
LATERAL ES11-MH1	2.084	0.32	0.667	2.674	0.920	20.00	3.89	3.58	3.10	1.23	43	15	0.23	0.23	0.31	2.52	0.28	952.09	951.96	951.06	950.96	951.06	953.08
LATERAL ES17-ES18	0.164	0.32	0.052	0.164	0.052	20.00	3.89	0.20	2.01	0.79	43	12	0.32	0.30	0.32	2.56	0.28	974.01	973.87	973.21	973.07	973.21	973.07
LATERAL IN19-ES20	0.790	0.32	0.253	0.790	0.253	20.00	3.89	0.98	2.01	0.79	61	12	0.32	0.30	0.32	2.56	0.40	955.25	955.05	954.45	954.25	957.62	952.85
LATERAL IN24-CB23	0.499	0.32	0.160	0.499	0.160	20.00	3.89	0.62	2.01	0.79	34	12	0.32	0.30	0.32	2.56	0.22	984.66	984.55	983.61	983.50	988.47	987.50
LATERAL CB23-MH22	0.468	0.32	0.150	0.468	0.150	20.22	3.87	1.20	2.01	0.79	200	12	0.32	0.30	0.32	2.56	1.30	984.55	983.91	983.50	982.86	987.50	995.33
LATERAL MH22-ES21	0.000	0.00	0.000	0.467	0.309	21.52	3.76	1.16	2.01	0.79	262	12	0.32	0.30	0.32	2.56	1.70	983.91	983.07	983.11	982.27	995.33	0.00

NOTE:

THE PROPOSED DRAINAGE SYSTEM IS PRIVATELY OWNED AND WILL BE PROPERLY MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

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CLIENT:

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

SITE SW MANAGEMENT PLAN

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	REVISIONS
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	REVISED SITE PLAN TO TOWNSHIP
4/2/2019	FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCHD
7/22/2019	REVISED FINAL SITE PLAN PER LCCC

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 100'

FIELD: SE
DRAWN BY: DC
DESIGN BY: DP
CHECK BY: AP

C-9.0

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THE RIDGE SITE CONDOMINIUM
STORM SEWER PLAN & PROFILE
 IN-1 TO MH-5

NOTES

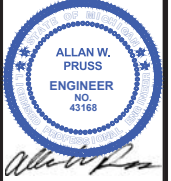
1. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM BUILDINGS.
2. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM DISPOSAL FIELDS.

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CLIENT :

JOHN MORETTI
 4242 BAUER ROAD
 BRIGHTON, MI 48116

STORM SEWER PLAN & PROFILE

THE RIDGE SITE CONDOMINIUM
 4242 BAUER ROAD
 PART OF NE 1/4, SEC. 26, T2N-R5E
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDC	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
 1/2/2019

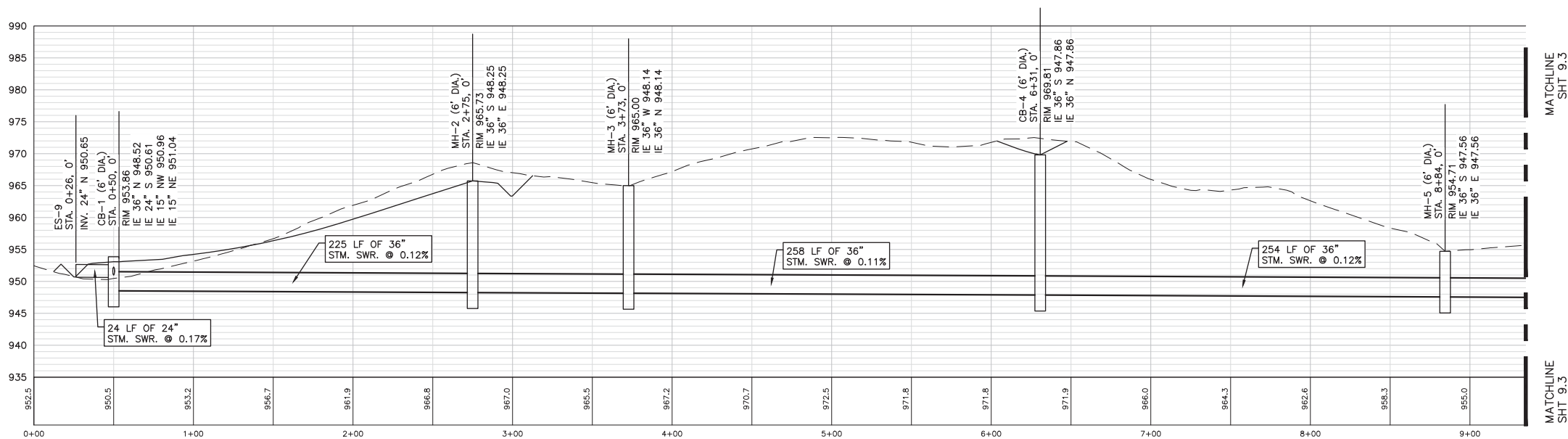
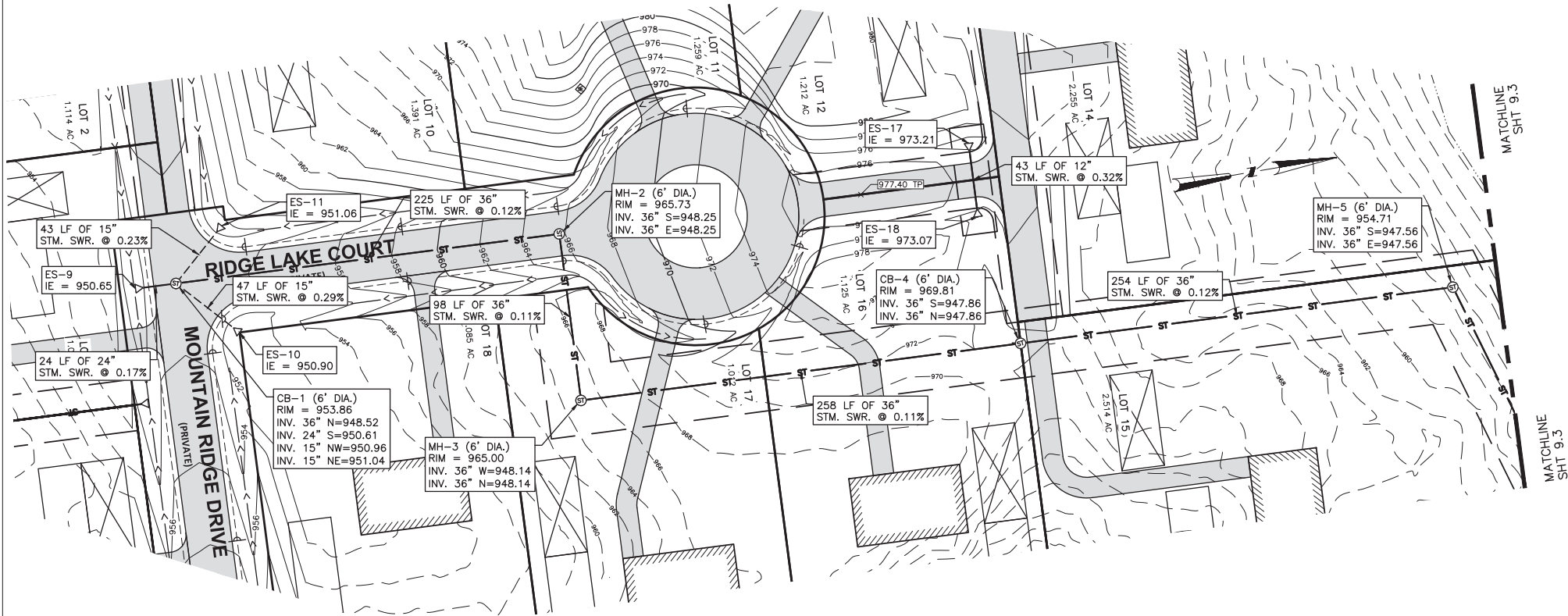
PROJECT NO: 18-025

SCALE: 1" = 40'

FIELD: SE
 DRAWN BY: DC
 DESIGN BY: DD
 CHECK BY: AP

C-9.2

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THE RIDGE SITE CONDOMINIUM
STORM SEWER PLAN & PROFILE
 MH-5 TO ES-8 & ES-21 TO IN-24

NOTES

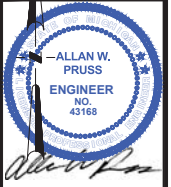
1. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM BUILDINGS.
2. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM DISPOSAL FIELDS.

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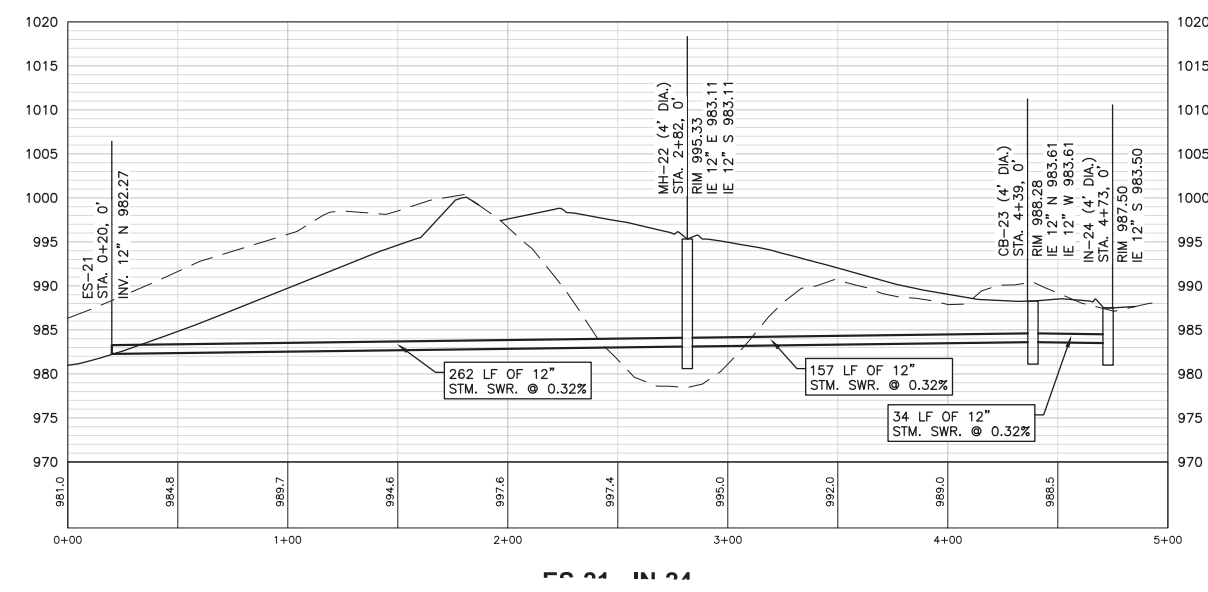
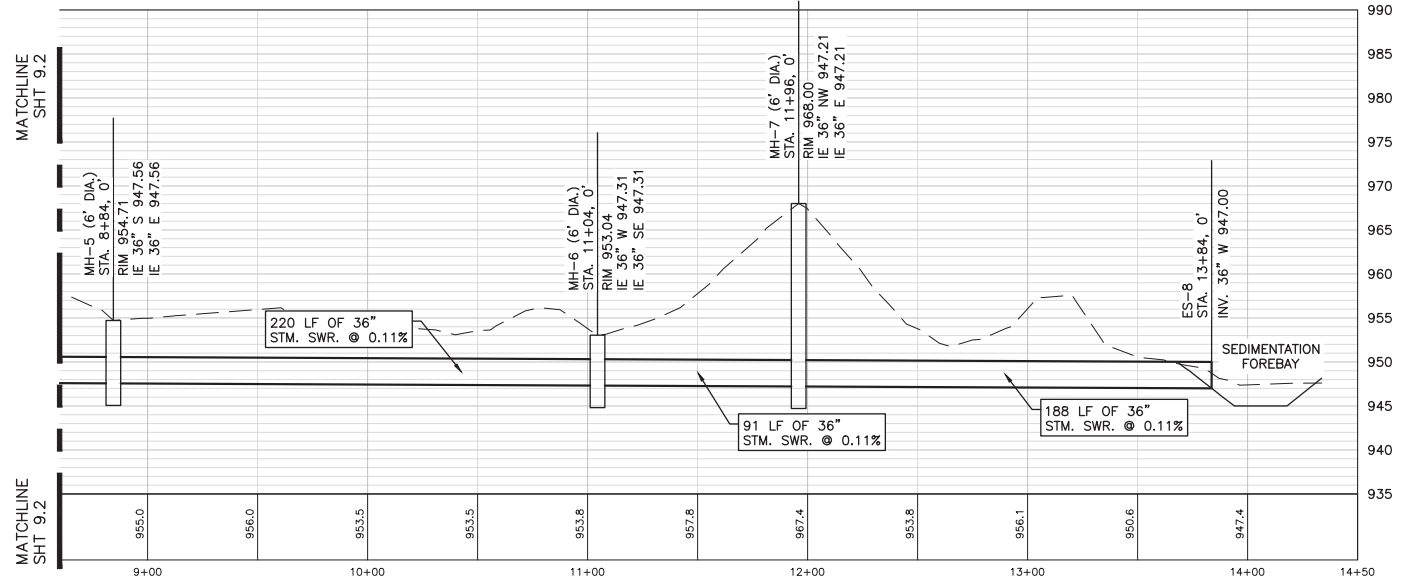
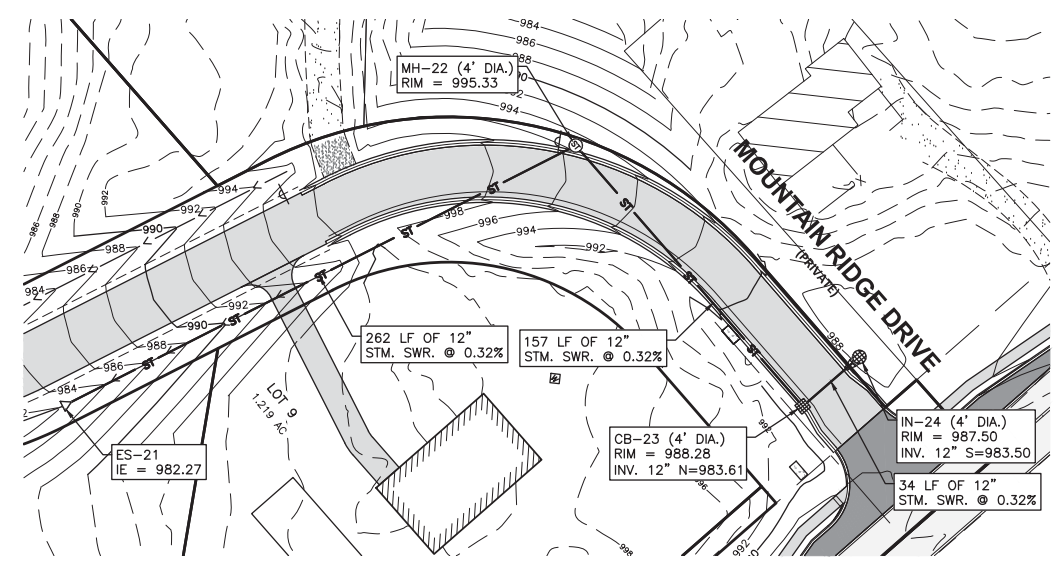
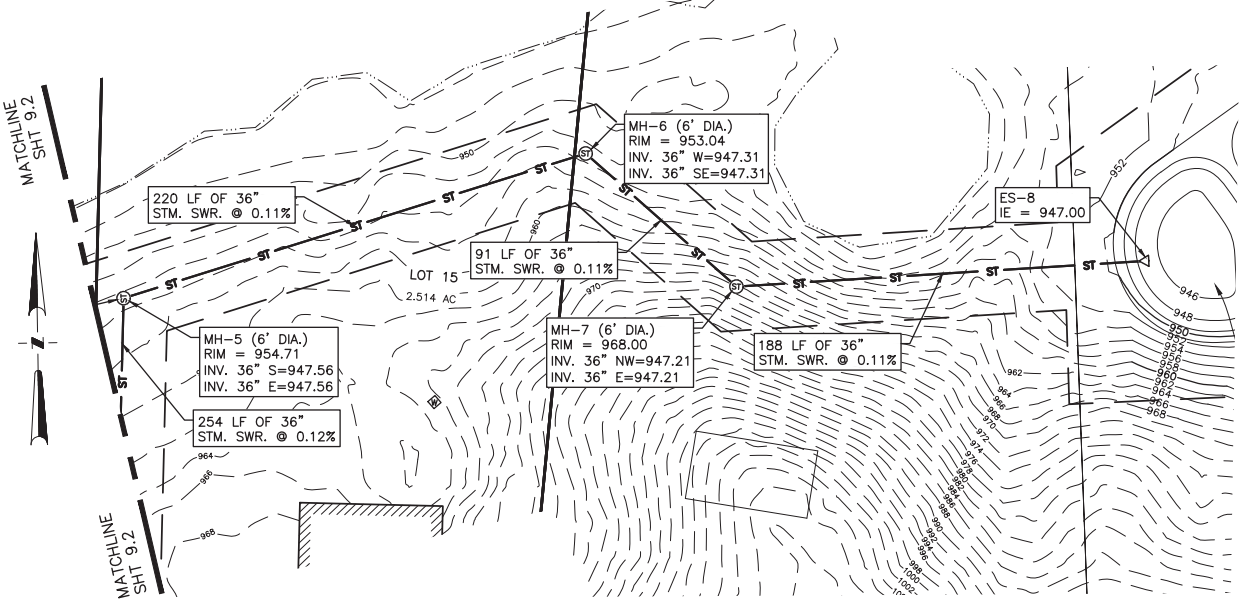
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CLIENT:

JOHN MORETTI
 4242 BAUER ROAD
 BRIGHTON, MI 48116



STORM SEWER PLAN & PROFILE

THE RIDGE SITE CONDOMINIUM
 4242 BAUER ROAD
 PART OF NE 1/4, SEC. 26, T2N-R5E
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/15/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDD	7/13/2019
REVISED FINAL SITE PLAN PER LCDD	7/22/2019

ORIGINAL ISSUE DATE:
 1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'

FIELD: SE
 DRAWN BY: DC
 DESIGN BY: DD
 CHECK BY: AP

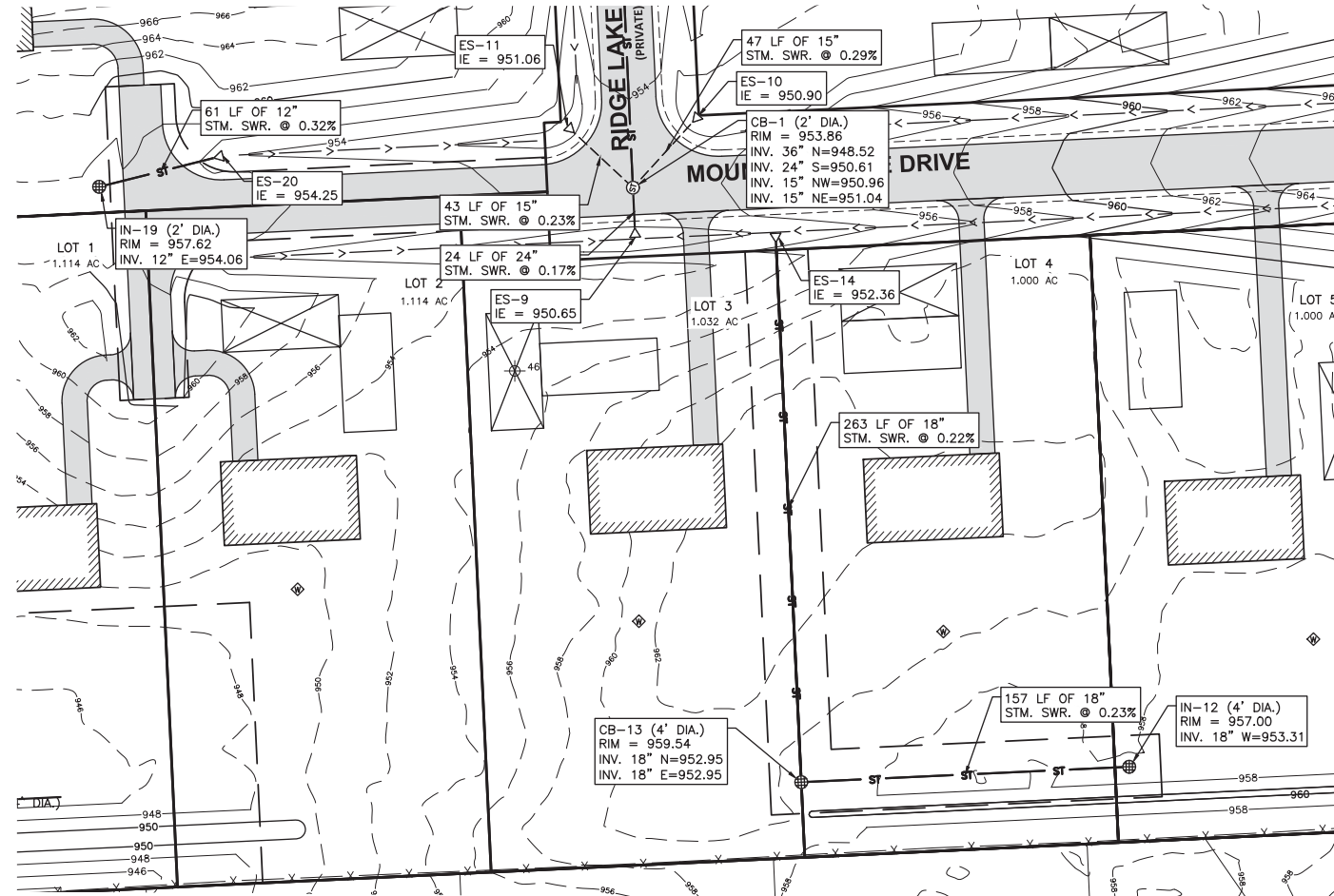
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THE RIDGE SITE CONDOMINIUM
STORM SEWER PLAN & PROFILE
 IN-12 to ES-14



NOTES

1. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM BUILDINGS.
2. STORM SEWER TO BE A MINIMUM OF 10 FEET FROM DISPOSAL FIELDS.

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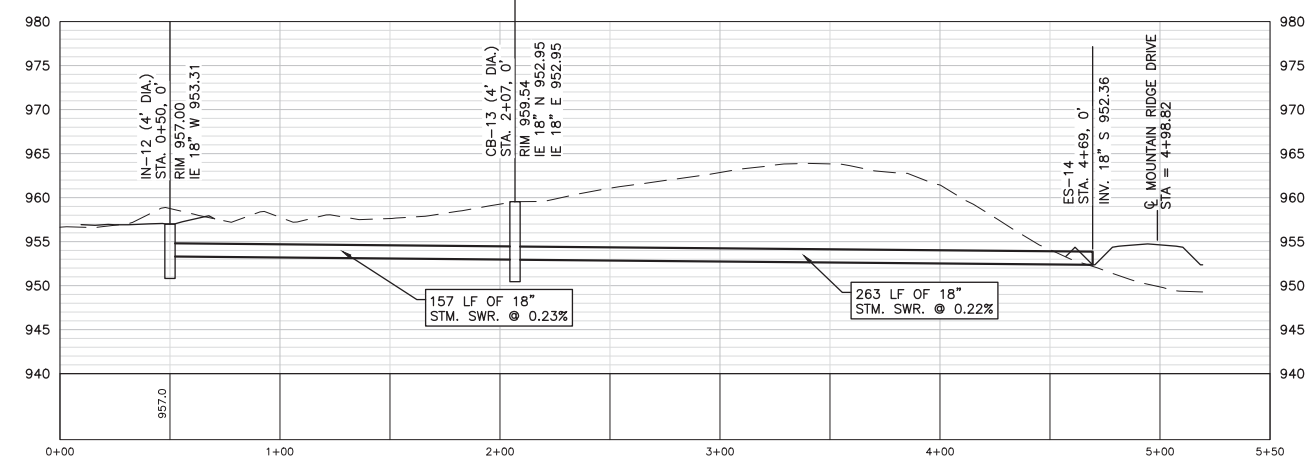
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CLIENT :

JOHN MORETTI
 4242 BAUER ROAD
 BRIGHTON, MI 48116

STORM SEWER PLAN & PROFILE

THE RIDGE SITE CONDOMINIUM
 4242 BAUER ROAD
 PART OF NE 1/4, SEC. 26, T2N-R5E
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDD	7/2/2019
REVISED FINAL SITE PLAN PER LCDD	7/22/2019

ORIGINAL ISSUE DATE:
 1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'

FIELD: SE
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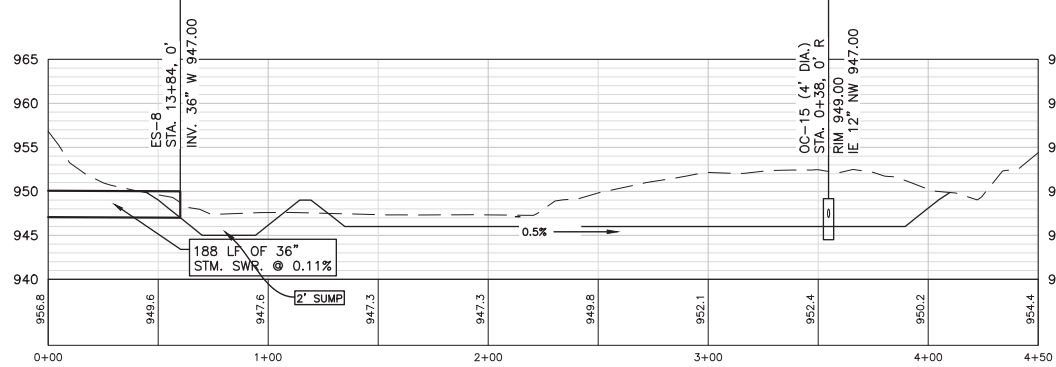
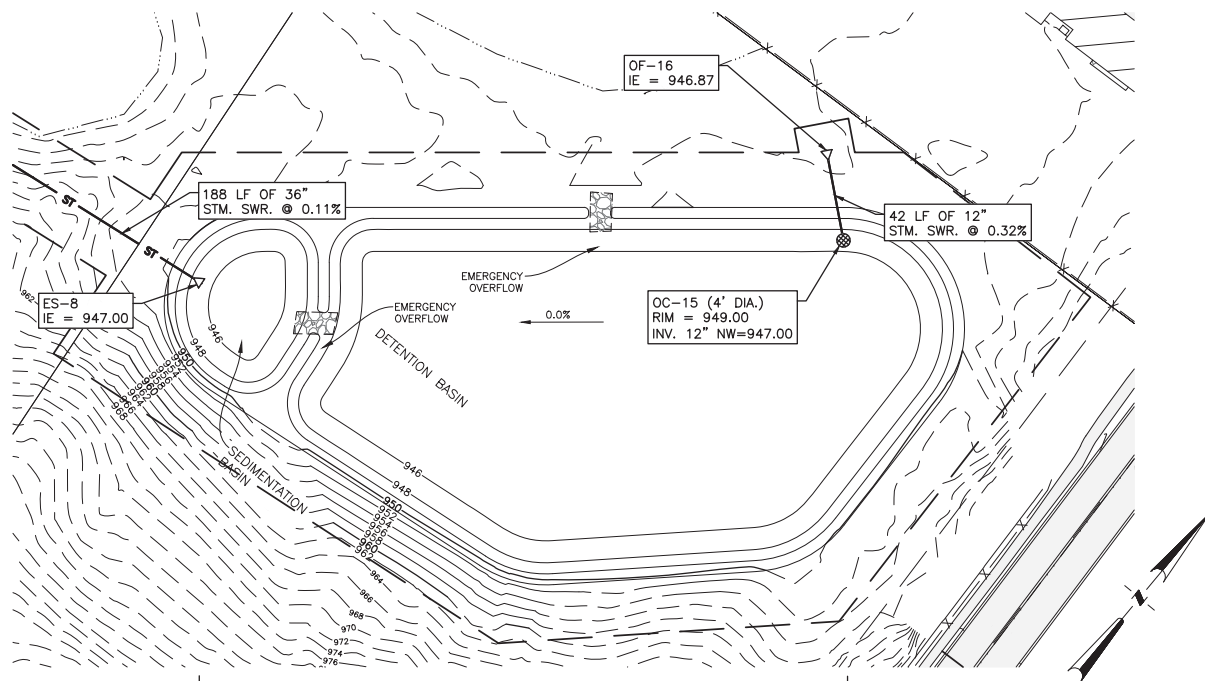
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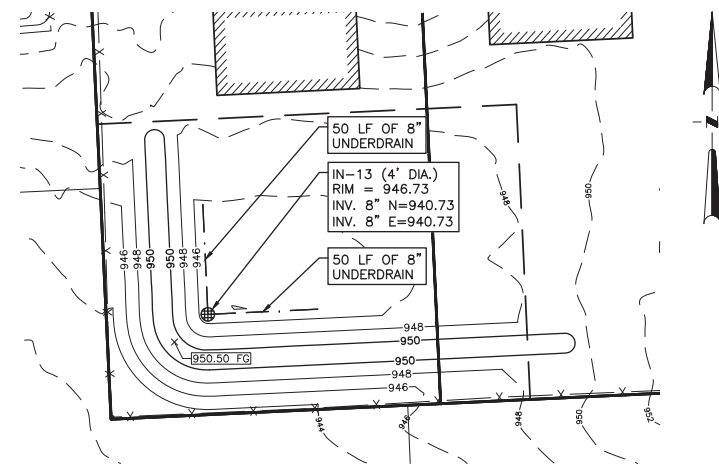


DETENTION BASIN PLAN & PROFILE



THE RIDGE SITE CONDOMINIUM STORM WATER MANAGEMENT DETAILS

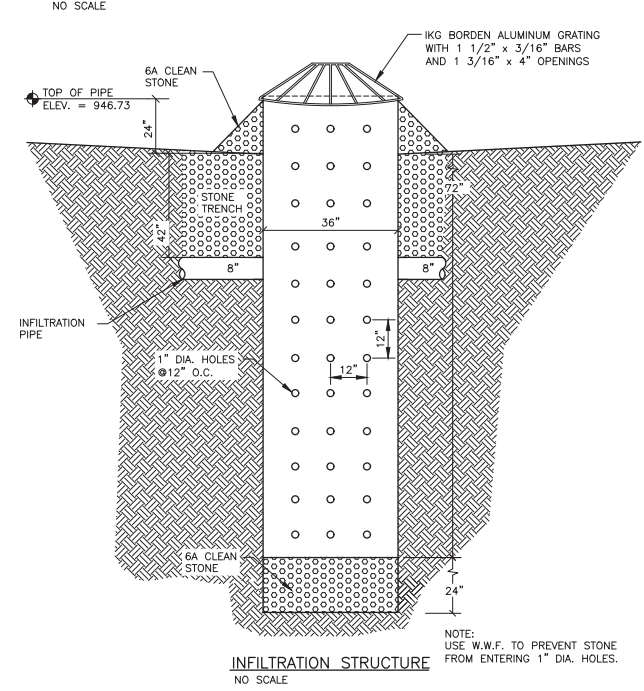
INFILTRATION BASIN DETAIL



INFILTRATION BASIN VOLUME CALCULATIONS

Elevation	Area	Average	Increment	Total
Feet	Sq. Feet	Depth	Cubic Feet	Cubic Feet
945	1,345			
946	4,533	2.588	2,889	2,889
947	8,845	6.511	5,751	8,640
948	13,433	11.141	11,141	19,781
949	18,362	15.598	15,598	35,379
950	23,695	21.030	21,030	57,599

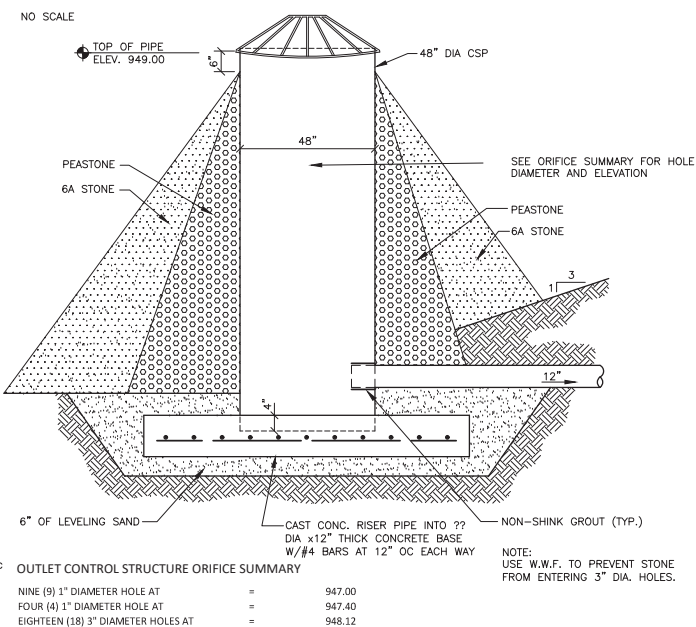
INFILTRATION STRUCTURE (IN-13) DETAIL



PROVIDED STORAGE ELEVATIONS

Storage Type	Elevation 1	Elevation 2
First Flush Storage Elevation	948.00	947.00
Bank Full Storage Elevation	949.00	948.00
100-Year Storage Elevation	949.00	948.00
Sedimentation Storage Elevation	949.00	948.00

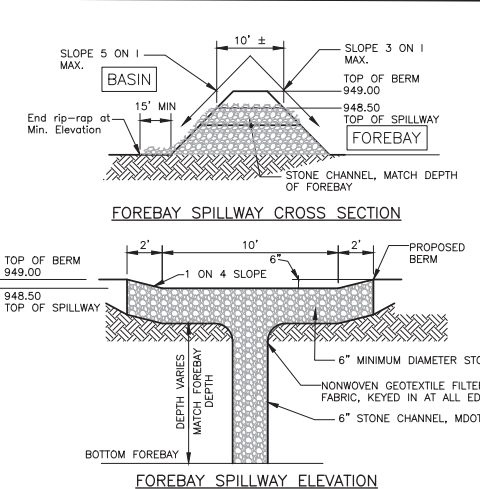
OUTLET CONTROL STRUCTURE DETAIL



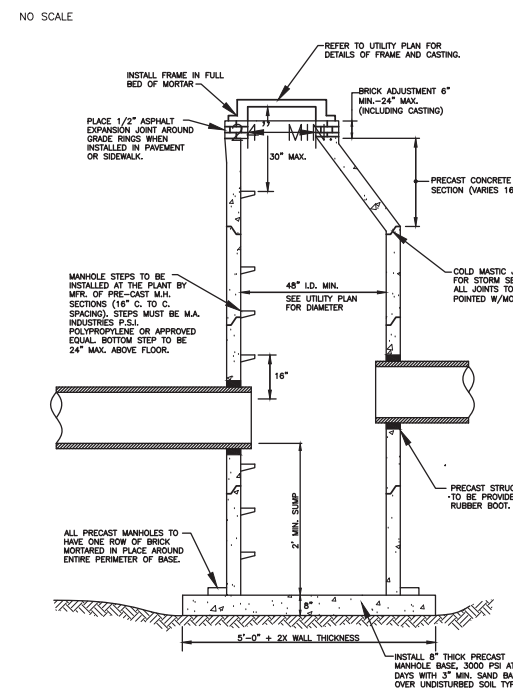
OUTLET CONTROL STRUCTURE ORIFICE SUMMARY

NINE (9) 1" DIAMETER HOLE AT	947.00
FOUR (4) 1" DIAMETER HOLE AT	947.40
EIGHTEEN (18) 3" DIAMETER HOLES AT	948.12

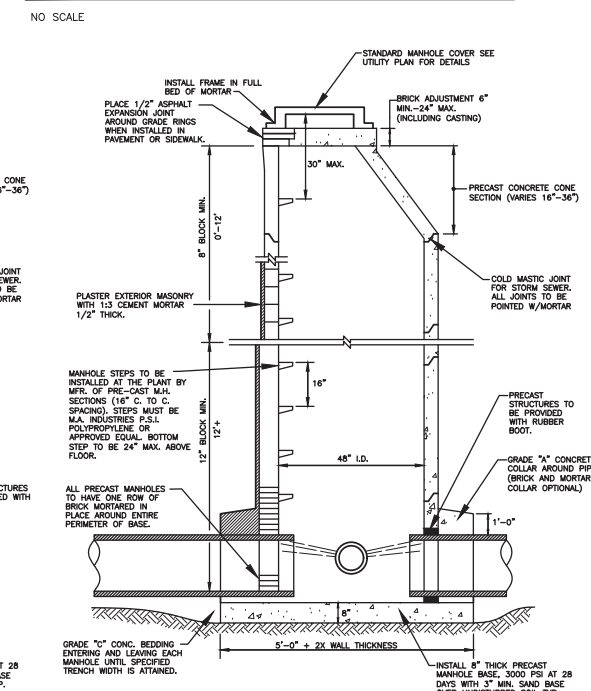
SEDIMENTATION BASIN SPILLWAY DETAIL



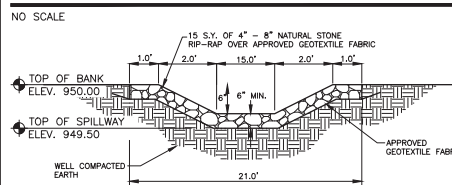
CATCH BASIN DETAIL



MANHOLE DETAIL



RIPRAP OVERFLOW DETAIL



ENGINEERS - SURVEYORS
CONSULTANTS - LAND PLANNERS

298 VETERANS DRIVE
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ALLAN W. PRUSS
ENGINEER
NO. 43168

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CLIENT:
JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

STORM WATER MANAGEMENT DETAILS
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DATE	DESCRIPTION
1/2/2019	PRELIMINARY SITE PLAN TO TOWNSHIP
1/25/2019	REVISED SITE PLAN TO TOWNSHIP
2/20/2019	FINAL SITE PLAN TO TOWNSHIP
4/2/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
4/24/2019	REVISED FINAL SITE PLAN TO TOWNSHIP
6/21/2019	REVISED FINAL SITE PLAN PER LCHD
7/23/2019	REVISED FINAL SITE PLAN PER LCCO

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'

FIELD: DC
DRAWN BY: DD
DESIGN BY: DD
CHECK BY: AP

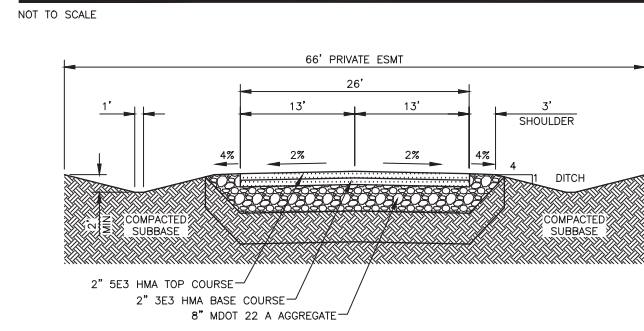
C-9.5

NOT FOR CONSTRUCTION

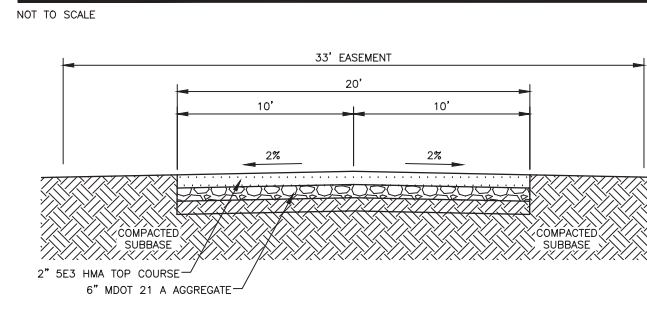


THE RIDGE SITE CONDOMINIUM
ROAD
ALIGNMENT PLAN

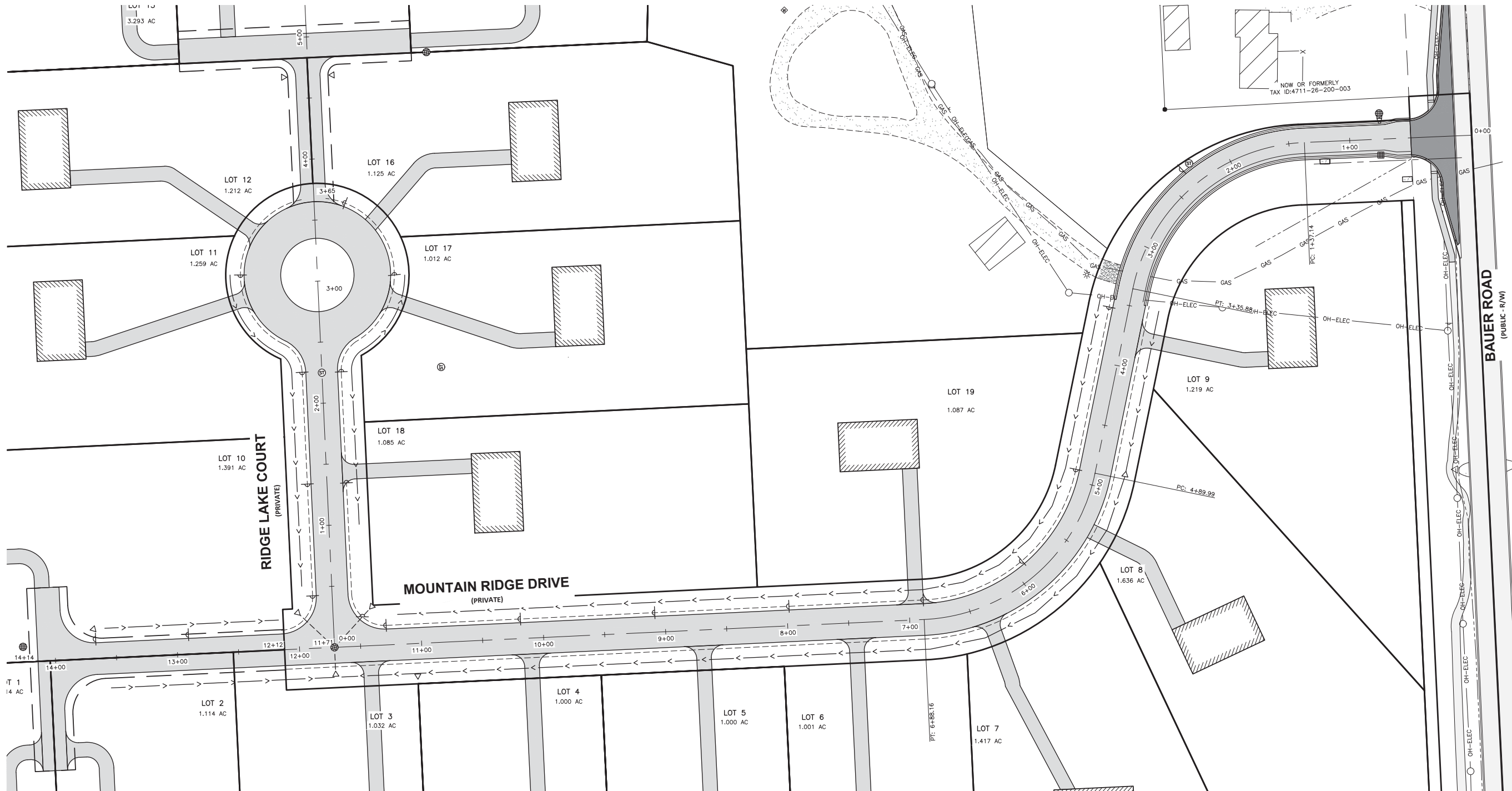
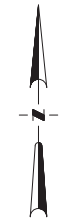
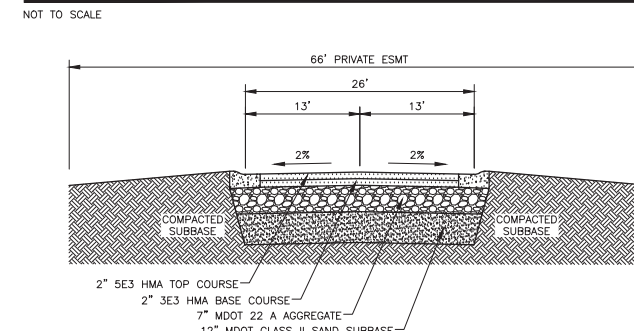
TYPICAL ROAD CROSS SECTION



TYPICAL SHARED DRIVEWAY SECTION



TYPICAL ROAD CROSS SECTION WITH CURB & GUTTER



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RESPONSIBILITY TO VERIFY THE LOCATION AND
DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR
DETERMINING THE EXACT UTILITY LOCATIONS
AND ELEVATIONS PRIOR TO THE START OF
CONSTRUCTION.

CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

ROAD ALIGNMENT PLAN
THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCHD	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'
0 1/2" 1"

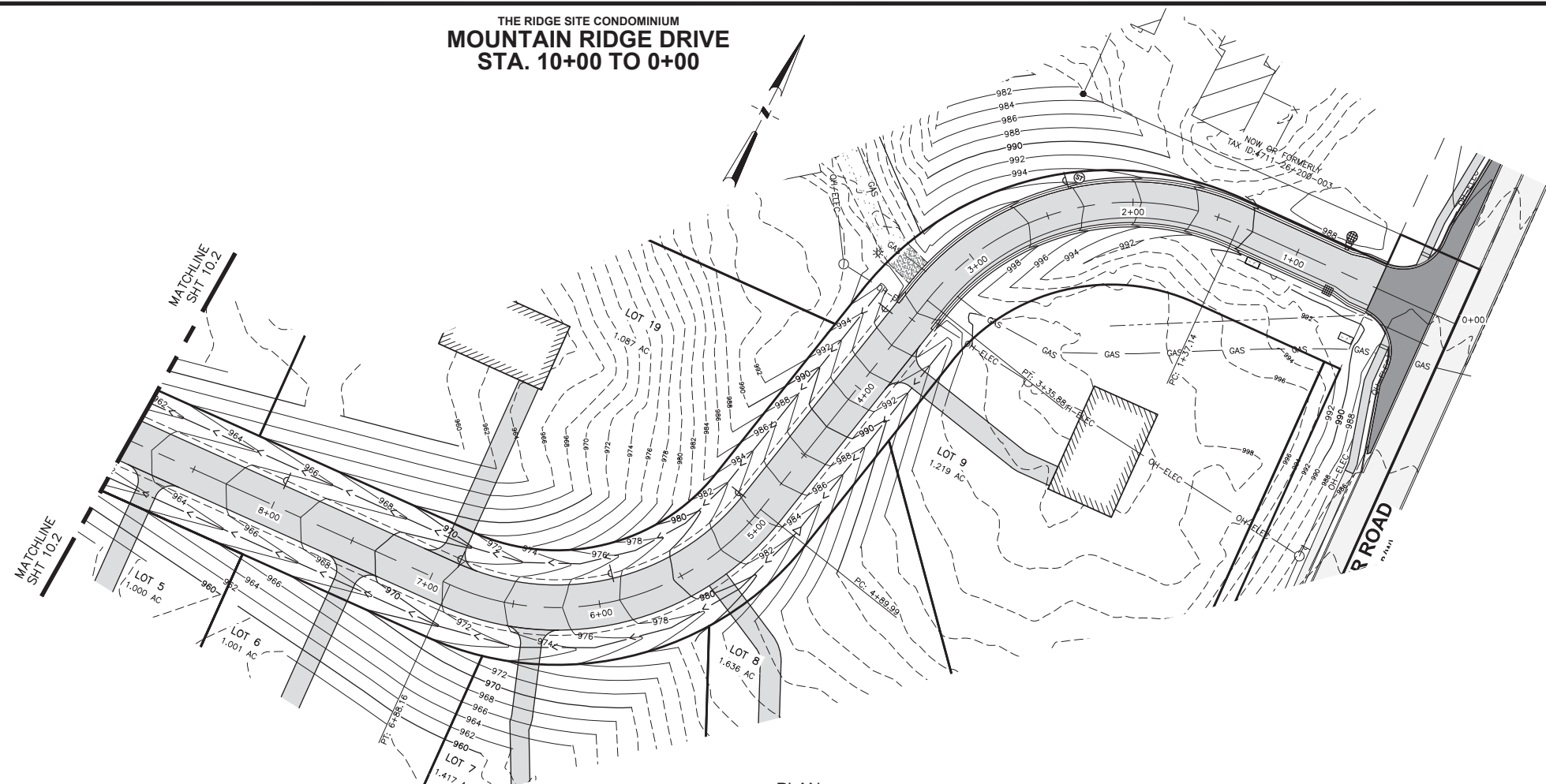
FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

C-10.0

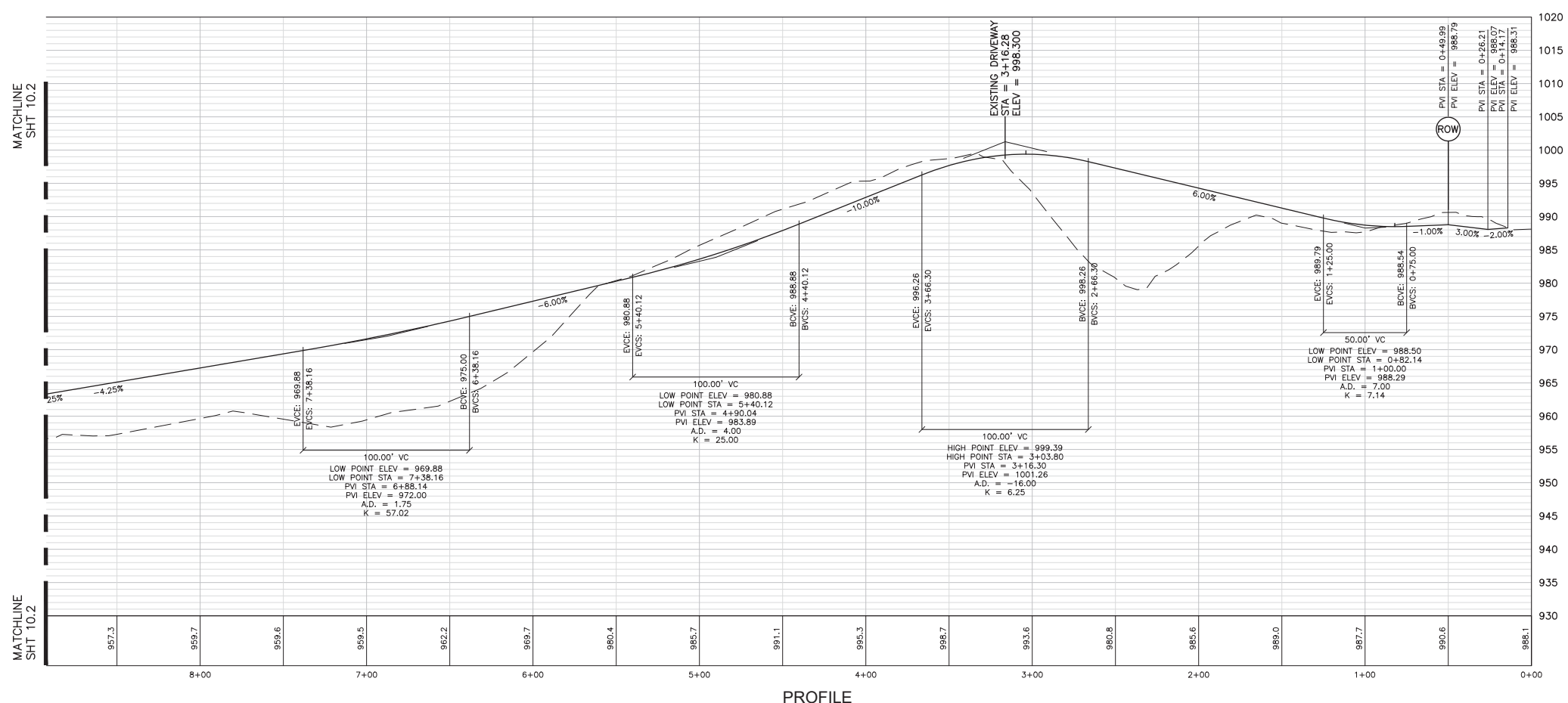
NOT FOR CONSTRUCTION



THE RIDGE SITE CONDOMINIUM
MOUNTAIN RIDGE DRIVE
STA. 10+00 TO 0+00



PLAN



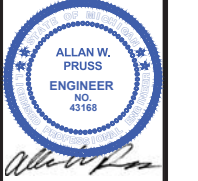
PROFILE

ENGINEERS - SURVEYORS
CONSULTANTS - LAND PLANNERS

MEGA
MONUMENT ENGINEERING GROUP ASSOCIATES, INC.

298 VETERANS DRIVE
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MICHIGAN 48836
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RESPONSIBILITY TO VERIFY THE LOCATION AND
ACCURACY THEREOF. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR OBTAINING
PERMITS AND DETERMINING THE EXACT UTILITY
LOCATIONS AND ELEVATIONS PRIOR TO THE START OF
CONSTRUCTION.

CLIENT :

JOHN MORETTI
4242 BAUER ROAD
BRIGHTON, MI 48116

MOUNTAIN RIDGE DRIVE PROFILE

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN PER LCOD	6/21/2019
REVISED FINAL SITE PLAN PER LCOC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'
0 1/2" 1"

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

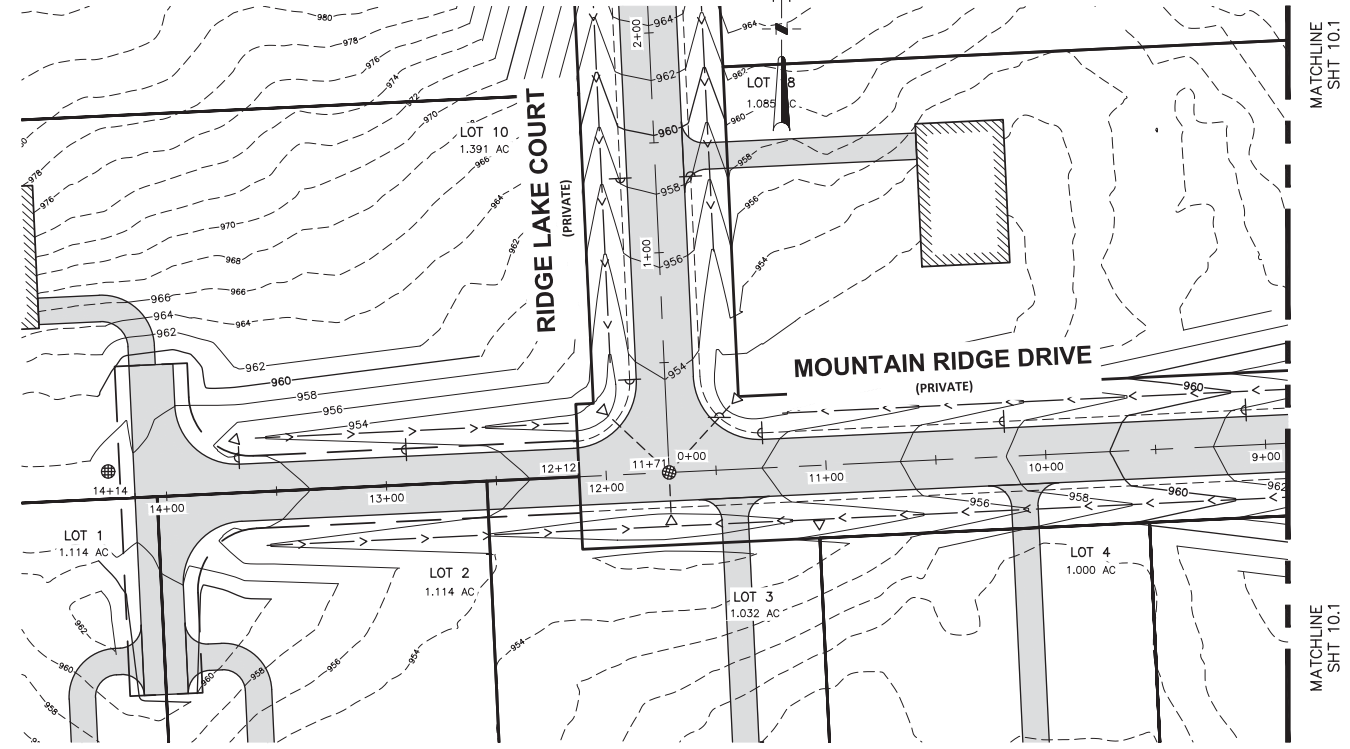
C-10.1

NOT FOR CONSTRUCTION

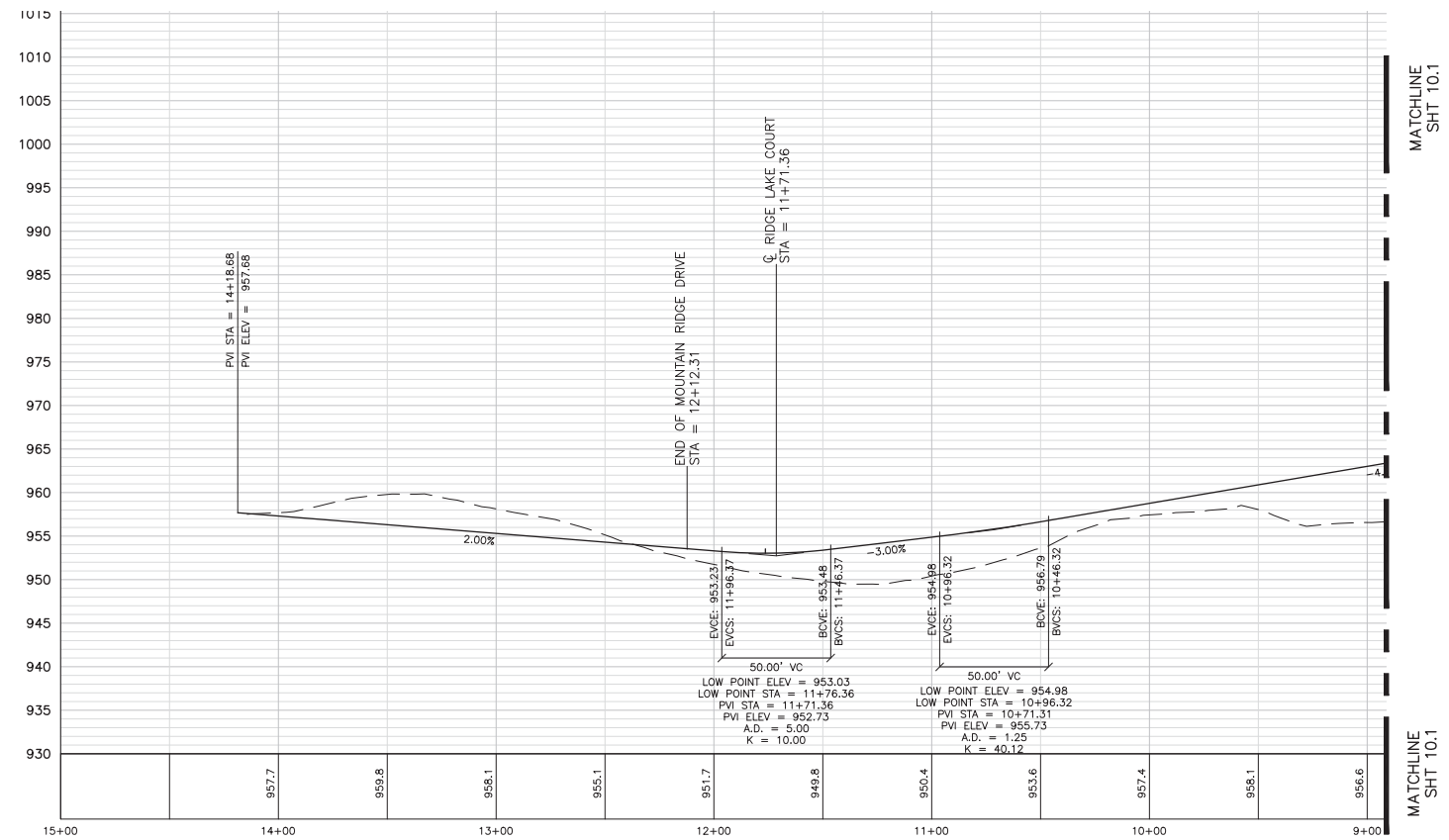




THE RIDGE SITE CONDOMINIUM
MOUNTAIN RIDGE DRIVE
STA. 15+00 TO 10+00



PLAN



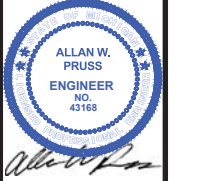
PROFILE

ENGINEERS - SURVEYORS
CONSULTANTS - LAND PLANNERS

MEGA
Mounting Engineering Group Associates, Inc.

298 VETERANS DRIVE
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CLIENT :

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4242 BAUER ROAD
BRIGHTON, MI 48116

MOUNTAIN RIDGE DRIVE P & P

THE RIDGE SITE CONDOMINIUM
4242 BAUER ROAD
PART OF NE 1/4, SEC. 26, T2N-R5E
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDC	7/2/2019
REVISED FINAL SITE PLAN PER LCDC	7/22/2019

ORIGINAL ISSUE DATE:
1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'
0 1/2" 1"

FIELD: SE
DRAWN BY: DC
DESIGN BY: DD
CHECK BY: AP

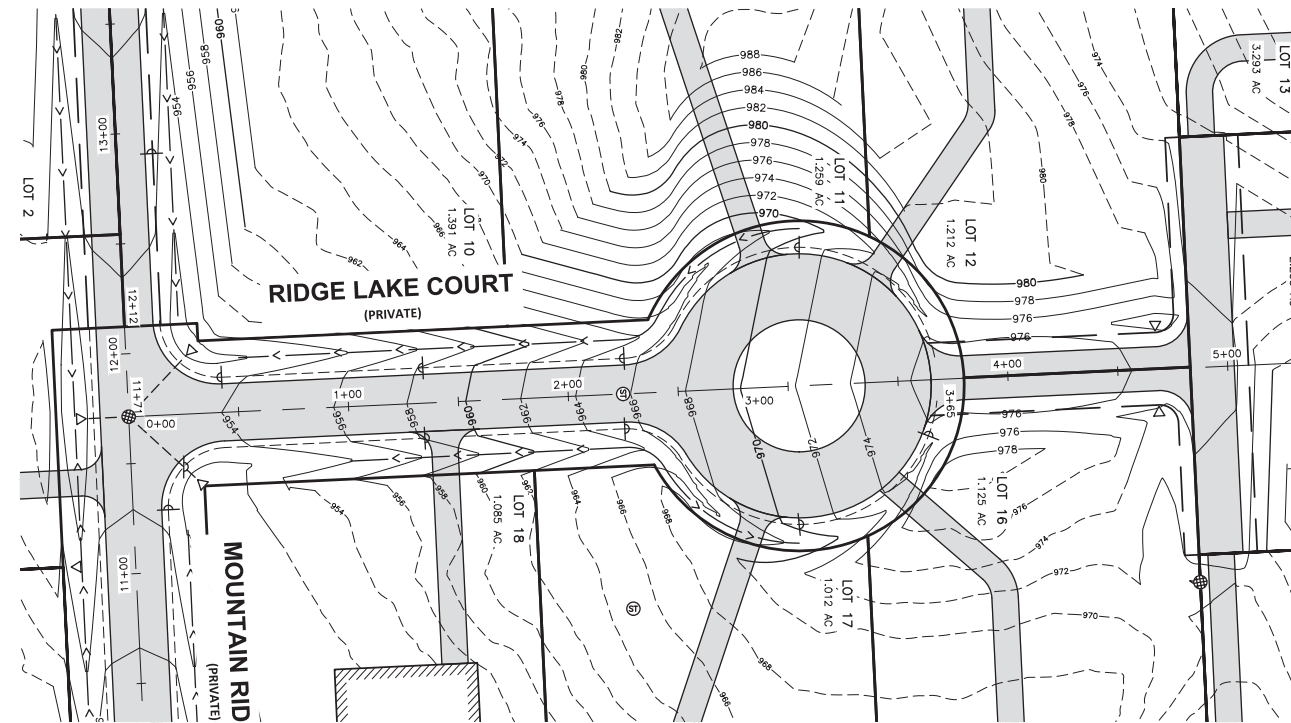
C-10.2

NOT FOR CONSTRUCTION

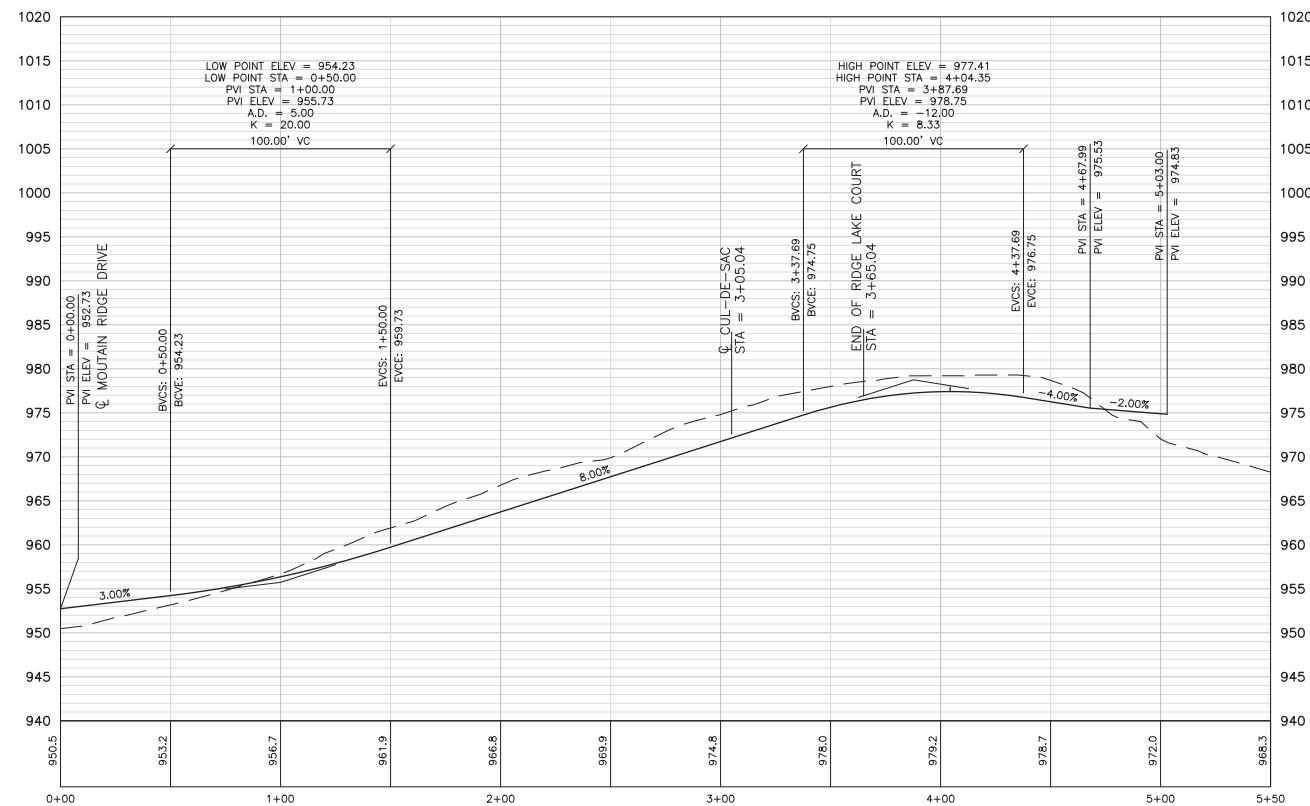




THE RIDGE SITE CONDOMINIUM
RIDGE LAKE COURT
 STA. 0+00 TO 5+00



PLAN



PROFILE

ENGINEERS - SURVEYORS
 CONSULTANTS - LAND PLANNERS

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ALLAN W. PRUSS
 ENGINEER
 NO. 43168

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CLIENT :

JOHN MORETTI
 4242 BAUER ROAD
 BRIGHTON, MI 48116

MOUNTAIN RIDGE COURT P & P

THE RIDGE SITE CONDOMINIUM
 4242 BAUER ROAD
 PART OF NE 1/4, SEC. 26, T2N-R5E
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
PRELIMINARY SITE PLAN TO TOWNSHIP	1/2/2019
REVISED SITE PLAN TO TOWNSHIP	1/25/2019
REVISED SITE PLAN TO TOWNSHIP	2/20/2019
FINAL SITE PLAN TO TOWNSHIP	4/2/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	4/24/2019
REVISED FINAL SITE PLAN TO TOWNSHIP	6/21/2019
REVISED FINAL SITE PLAN PER LCDD	7/2/2019
REVISED FINAL SITE PLAN PER LCDD	7/22/2019

ORIGINAL ISSUE DATE:
 1/2/2019

PROJECT NO: 18-025

SCALE: 1" = 40'

FIELD: SE
 DRAWN BY: DC
 DESIGN BY: DD
 CHECK BY: AP

C-10.3

NOT FOR CONSTRUCTION



GENERAL NOTES

- 1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL MUNICIPALITY, THE COUNTY D.P.W., THE COUNTY DRAIN COMMISSIONER, DETROIT METRO WATER & SEWERAGE DEPARTMENT, MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, THE STATE OF MICHIGAN, AND THE COUNTY ROAD COMMISSION WHERE APPLICABLE.

EROSION CONTROL STANDARDS

- 1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF THE JURISDICTIONAL AGENCY UNDER PART 91 OF ACT 451 OF 1994.

STORM SEWER SPECIFICATIONS, CONTINUED

- 14. MORTAR SHALL BE SPECIFIED HEREINAFTER. USE METHOD OF MIXING MORTAR AT JOB SO THAT SPECIFIED PROPORTIONS OF MORTAR MATERIALS CAN BE CONTROLLED AND ACCURATELY MAINTAINED DURING WORK PROGRESS.

GRADING AND EARTHWORK SPECIFICATIONS

- 1. ALTHOUGH A SUB-SURFACE INVESTIGATION MAY HAVE BEEN MADE BY THE OWNER, THE BIDDER AND ANY SUB-CONTRACTORS SHALL MAKE A PERSONAL INVESTIGATION OF SITE AND EXISTING SURFACE AND SUB-SURFACE CONDITIONS.

BITUMINOUS PAVING SPECIFICATIONS

- 1. REFERENCE SPECIFICATIONS WHERE APPLICABLE TO WORK UNDER THIS SECTION ARE REFERRED TO BY ABBREVIATION AS FOLLOWS:

STORM SEWER SPECIFICATIONS

- 1. THESE SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS AND THE SPECIFICATIONS AND DETAIL SHEETS OF THE GOVERNING AGENCIES IF ANY DISCREPANCY EXISTS BETWEEN THE SPECIFICATIONS, THE STRICTER SPECIFICATIONS SHALL BE FOLLOWED.

Table with columns: DEPTH, BRICK, CONCRETE BLOCK, PRE-CAST CONCRETE

- DEPTH BRICK CONCRETE BLOCK PRE-CAST CONCRETE
• 0' - 10' 8" 6" 6"
• 10' - 16" 12" 8" 8"



298 VETERANS DRIVE FOWLERVILLE MICHIGAN 48836

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CLIENT: JOHN MORETTI 4242 BAUER ROAD BRIGHTON, MI 48116

THE RIDGE SITE CONDOMINIUM 4242 BAUER ROAD PART OF NE 1/4, SEC. 26, T2N-1-R5E GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Table with columns: DATE, PLAN SUBMITTALS/REVISIONS

ORIGINAL ISSUE DATE: 1/2/2019 PROJECT NO: 18-025 SCALE: N/A

FIELD: DC DRAWN BY: SE DESIGN BY: DP CHECK BY: AD

C-110

NOT FOR CONSTRUCTION



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION

(Per survey by Boss Engineering, Job No.: 16-398, Dated: 12-05-16)

Parcel Tax Number: 4711-26-200-002

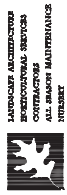
PARCEL 1:

A part of the S 1/2 of the NE 1/4 of Section 26, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 26; thence S89°24'43"W, 1332.50 feet; thence N00°33'49"W, 876.77 feet to the traverse point "B"; thence continuing N00°33'49"W, 444.16 feet; thence N89°02'01"E, 1039.53 feet to traverse point "A", said point bearing N63°57'38"E, 1133.31 feet from traverse point "B"; thence continuing N89°02'01"E, 293.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 510.13 feet; thence S89°02'01"W, 250.00 feet; thence S00°33'49"E, 87.00 feet; thence N89°02'01"E, 250.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 732.60 feet to the Point of Beginning, containing 40.04 acres more or less and subject to the rights of the public over the existing Bauer Road.

Also including the use of a 66 foot wide easement over part of White Pines Drive, as recorded in Liber 1115, Page 564, Livingston County Records



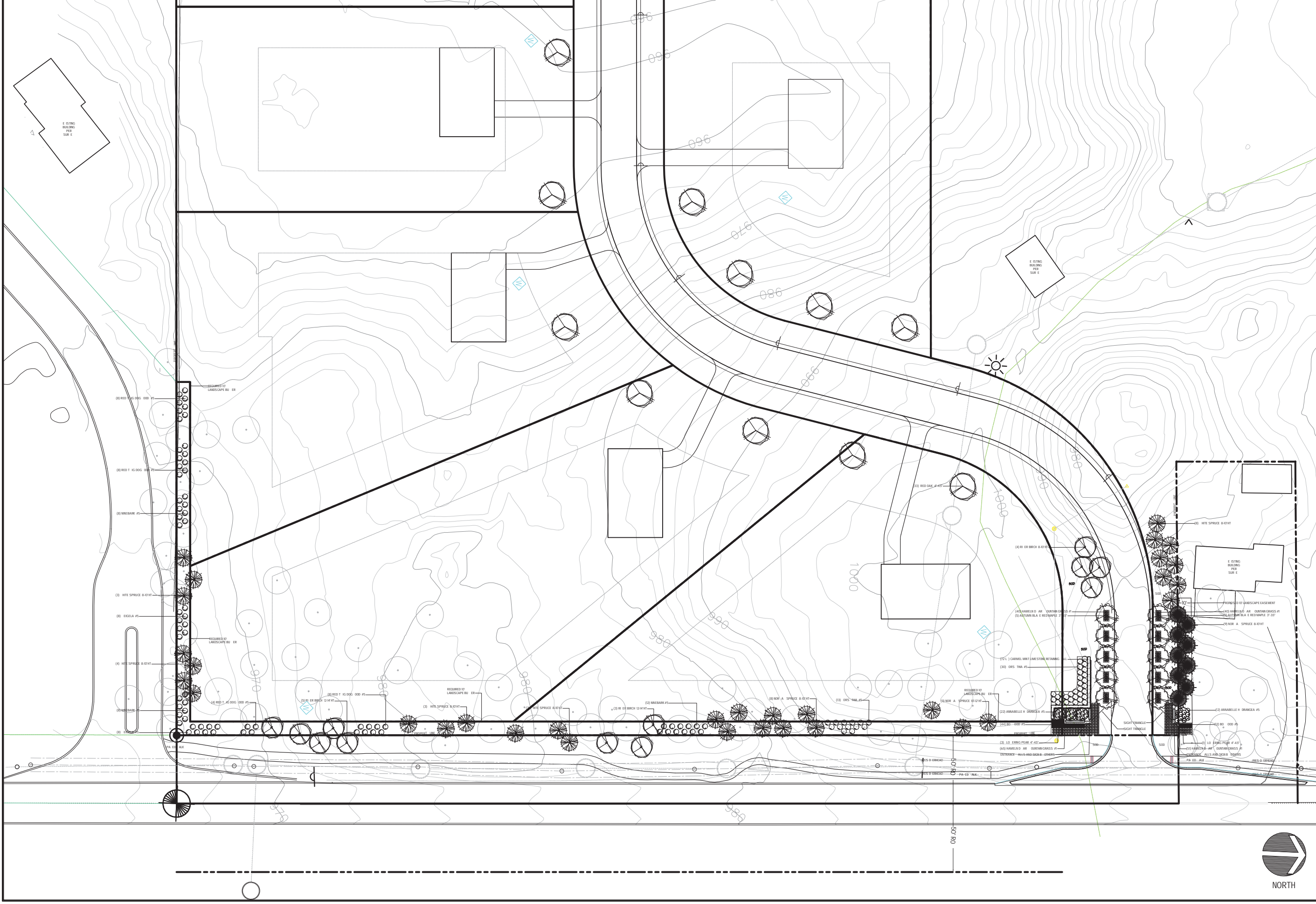
PROJECT: MORETTI ESTATES
BAUER ROAD, BRIGHTON, MI 48116
SUBJECT: LANDSCAPE PLAN - SITE
Client: JOHN MORETTIE/MRM CONSTRUCTION



GREAT OAKS LANDSCAPE
LANDSCAPE ARCHITECTURE
CONTRACTORS
411 BRADY MOUNTAIN AVENUE
ANN ARBOR, MI 48106
PHONE: 734.769.4977
WWW.GREATOAKSLANDSCAPE.COM

Project #: 20170001 Date: APRIL 01, 2019
Scale: 1" = 100' Revisions: APRIL 21, 2019
Drawn by: JH/SAA
Checked by: RT

This plan is a landscape concept and it is intended that the designer be involved to consider on-site decisions. The plans and specifications herein remain the property of Great Oaks Landscape Associates, Inc. for its sole use. Unauthorized use of this plan is prohibited.



This plan is a landscape concept and it is intended that the designer be involved to consider on-site decisions. The plans and specifications herein remain the property of Great Oaks Landscape Associates, Inc. for its sole use. Unauthorized use of this plan is prohibited.

Project #:	2070001	Date:	APRIL 01, 2019
Scale:	1" = 30'	Revisions:	APRIL 21, 2019
Drawn by:	GM/SA/A		
Checked by:	RT		

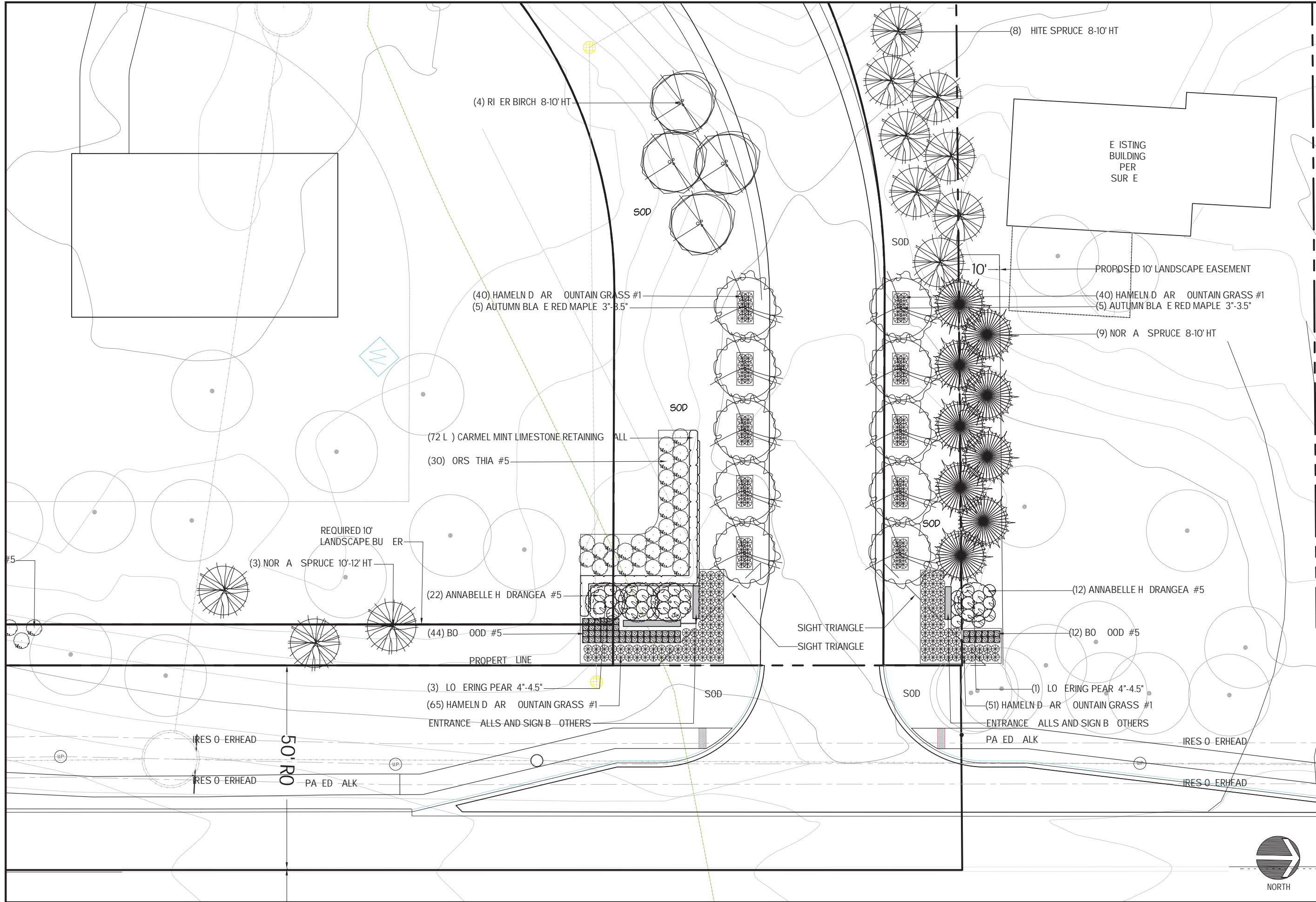
MORETTI ESTATES
BAUER ROAD, BRIGHTON, MI 48116
LANDSCAPE PLAN - BAUER ROAD RONTAGE
Client: **JOHN MORETTI/MRM CONSTRUCTION**



GREAT OAKS LANDSCAPE
3850 SUMMIT DRIVE, SUITE 100, BRIGHTON, MI 48116
PHONE: 810.386.2000
WWW.GREATOAKSLANDSCAPE.COM

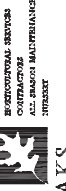
PROJECT: MORETTI ESTATES
SUBJECT: LANDSCAPE PLAN - BAUER ROAD RONTAGE
Client: JOHN MORETTI/MRM CONSTRUCTION

c:\users\slabj\myproj\great_oaks_landscape\project\design\landscape\moretti\estates\20170000\landscape\moretti\estates\20170000\sa.dwg



MORETTI ESTATES
 BAUER ROAD, BRIGHTON, MI 48116

PROJECT: LANDSCAPE PLAN - FRONT ENTRANCE
 SUBJECT: JOHN MORETTI/MRM CONSTRUCTION
 CLIENT:



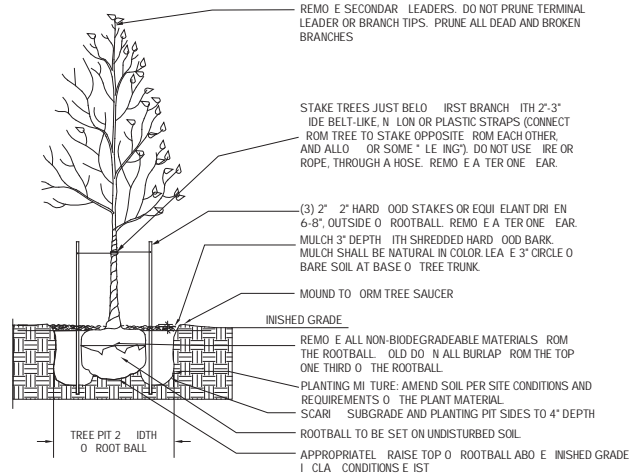
2835 SUMMIT DRIVE, SUITE 100, BRIGHTON, MI 48116
 810.395.5050
 www.greatoakslandscape.com

Project #:	20170001	Date:	APRIL 1, 2019
Scale:	1/8" = 1'-0"	Revisions:	
Drawn by:	GH/SAA	Checked by:	RT

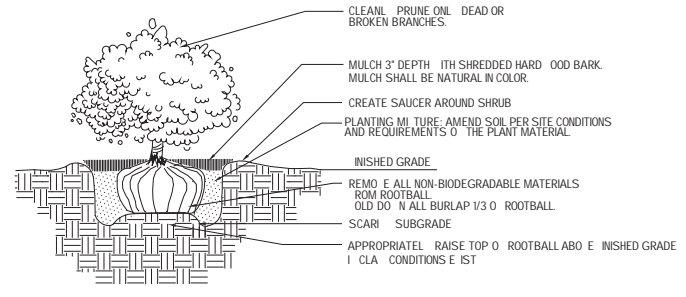
This plan is a landscape concept and it is intended that the designer be involved to consider on-site decisions. The plans and specifications herein remain the property of Great Oaks Landscape Associates, Inc. for its sole use. Unauthorized use of this plan is prohibited.

LANDSCAPE NOTES:

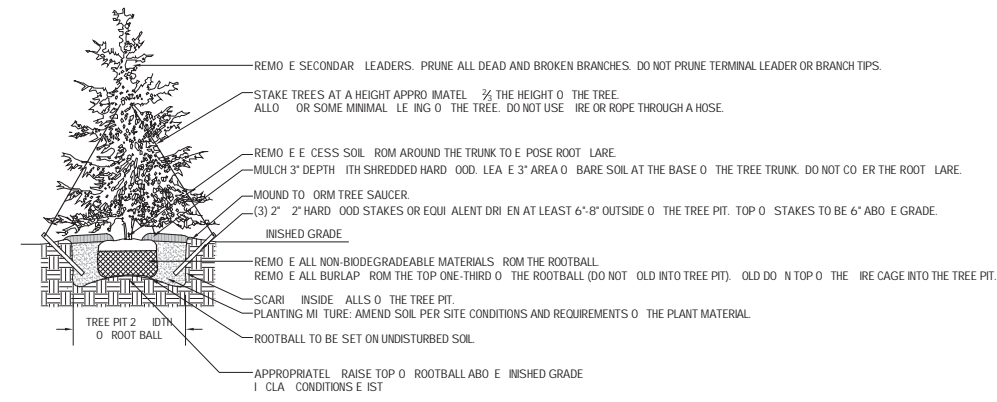
1. ALL CONSTRUCTION AND PLANT MATERIAL LOCATIONS TO BE ADJUSTED ON SITE IF NECESSARY.
2. ANY SUBSTITUTIONS OF PLANT MATERIAL OR ALTERATION IN PLANT SIZES OR SPECIFICATIONS TO BE CONFIRMED BY THE LANDSCAPE ARCHITECT.
3. PLANT BEDS TO BE MULCHED AND DRESSED WITH SHREDDED HARDWOOD BARK OR AS SPECIFIED ON THE LANDSCAPE PLAN.
4. ALL PLANTINGS SHALL CONFORM TO GENOA TOWNSHIP REQUIREMENTS/ORDINANCES.
5. REMOVE ALL TRUNKS AND BRANCHES FROM AROUND TREE TRUNKS.
6. LANDSCAPE TREES TO BE MULCHED WITH 4" DEEP SHREDDED BARK RING.
7. PROVIDE SOD OR LANDSCAPE SEED OR ALL NEARBY AREAS AS INDICATED.
8. INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
9. PLANT MATERIAL, ESPECIALLY EVERGREENS, TO BE PLANTED HIGHER THAN NORMAL WHEN HEAVY SOIL CONDITIONS (CLAY, ETC.) EXIST.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITIES COMPANIES 72 HOURS IN ADVANCE OF ANY DIGGING TO MAKE THEMSELF AWARE OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES, ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG (1-800-482-7171). ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. CONTRACTOR SHALL NOT UNLAWFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION INSTALLATION OPERATIONS.
13. CONTRACTOR SHALL PROVIDE AND MAINTAIN POSITIVE SURFACE DRAINAGE.
14. ALL TREES SHALL HAVE A CEMENT OR CLAY ROOT BALL. TREES WITH SAND ROOT BALLS WILL NOT BE ACCEPTED.
15. LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
16. ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS OR NURSERY STOCK. ALL LANDSCAPE MATERIALS SHALL BE NORTHERN GROWN - NO. 1 GRADE.
17. ENTRANCE LANDSCAPE TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
18. LANDSCAPE BUFFER TO BE PLANTED IN ACCORDANCE TO SECTION 12.02.03 OF GENOA TOWNSHIP ZONING ORDINANCE.



DECIDUOUS TREE PLANTING DETAIL
NO SCALE



SHRUB PERENNIAL PLANTING DETAIL
NO SCALE



EVERGREEN TREE PLANTING DETAIL - GREATER THAN 8' HEIGHT
NO SCALE

LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION

(Per survey by: Boss Engineering, Job No.: 16-398, Dated: 12-05-16)

Parcel Tax Number: 4711-25-200-002

PARCEL 1:

A part of the S 1/2 of the NE 1/4 of Section 26, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the East 1/4 corner of said Section 26; thence S89°24'43"W, 1332.50 feet; thence N00°33'49"W, 876.77 feet to the traverse point "B"; thence continuing N00°33'49"W, 444.16 feet; thence N89°02'01"E, 1039.53 feet to traverse point "A"; said point bearing N63°57'38"E, 1133.31 feet from traverse point "B"; thence continuing N89°02'01"E, 293.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 510.13 feet; thence S89°02'01"W, 250.00 feet; thence S00°33'49"E, 87.00 feet; thence N89°02'01"E, 250.00 feet to the East line of said Section and the centerline of Bauer Road; thence S00°33'49"E along said line 732.60 feet to the Point of Beginning, containing 40.04 acres more or less and subject to the rights of the public over the existing Bauer Road.

Also including the use of a 66 foot wide easement over part of White Pines Drive, as recorded in Liber 1115, Page 564, Livingston County Records

PLANT SCHEDULE

QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
FRONT ENTRANCE				
10	<i>Acer x fremontii 'Jeffersred'</i>	Autumn Blaze Red Maple	3"-3.5"	B&B
4	<i>Betula nigra</i>	River Birch	12-14'	Multi-Trunk
56	<i>Buxus x 'Green Mountain'</i>	Boxwood	#5	container
30	<i>Forsythia x intermedia</i>	Forsythia	#5	container
34	<i>Hydrangea arborescens 'Annabelle'</i>	Annabelle Hydrangea	#5	container
116	<i>Pennisetum alopecuroides 'Hameln'</i>	Dwarf Fountain Grass	#1	container
9	<i>Picea abies</i>	Norway Spruce	8-10'	B&B
8	<i>Picea glauca</i>	White Spruce	8-10'	B&B
4	<i>Pyrus calleryana 'Cleveland Select'</i>	Flowering Pear	4"-4.5"	B&B
LANDSCAPE BUFFER**				
8	<i>Betula nigra</i>	River Birch	12-14'	B&B
28	<i>Cornus sericea 'Cardinal'</i>	Red Twig Dogwood	#5	container
13	<i>Forsythia x intermedia</i>	Forsythia	#5	container
28	<i>Physocarpus opulifolius</i>	Ninebark	#5	container
11	<i>Picea abies</i>	Norway Spruce	8-10'	B&B
13	<i>Picea glauca</i>	White Spruce	8-10'	B&B
16	<i>Weigela florida 'Alexandra' Can</i>	Weigela	#5	container
STREET TREES				
33	<i>Quercus rubra</i>	Red Oak	4"-4.5"	B&B

**LANDSCAPE BUFFER TOTALS 906 LINEAR FEET OF FRONTAGE ALONG BAUER ROAD, AND WHITE PINES DRIVE. PROPOSED PLANTINGS PROVIDE 85 SHRUBS (4 PER 20 LINEAR FEET) FOR 425 LINEAR FEET, AND 32 TREES FOR 640 LINEAR FEET. FOR A TOTAL OF 1065 LINEAR FEET OF COVERAGE.

MORETTI ESTATES
BAUER ROAD, BRIGHTON, MI 48116

PROJECT:
SUBJECT: LANDSCAPE NOTES
Client: JOHN MORETTI/MRM CONSTRUCTION

GREAT OAKS LANDSCAPE
28155 SUMMIT LANE, SUITE 100, BRIGHTON, MI 48116
PH: 248-350-9500
WWW.GREATOAKSLANDSCAPE.COM

Project #: 2070001
Scale: NTS
Drawn by: QH/SAJ
Checked by: RT

Date: APRIL 1, 2019
Revisions:

This plan is a landscape concept and it is intended that the designer be involved to consider on-site decisions. The plans and specifications herein remain the property of Great Oaks Landscape Associates, Inc. for its sole use. Unauthorized use of this plan is prohibited.



GENOA CHARTER TOWNSHIP
Application for Site Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS: SINGH DEVELOPMENT COMPANY
If applicant is not the owner, a letter of Authorization from Property Owner is needed.

OWNER'S NAME & ADDRESS: AVI GREWAL

SITE ADDRESS: SEE BELOW PARCEL #(s): _____

APPLICANT PHONE: (248) 562-7129 OWNER PHONE: (248) 865-1600

OWNER EMAIL: Avi@singhmail.com

LOCATION AND BRIEF DESCRIPTION OF SITE: PART OF THE SOUTHWEST 1/4 OF
SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T02N-R05E,
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

SEE ATTACHED SITE PLAN

BRIEF STATEMENT OF PROPOSED USE: PROPOSED USE OF THIS VACANT PARCEL
IN TO CONSTRUCT ATTACHED CONDOMINIUM (2 UNITS & 4 UNITS)

SEE ATTACHED SITE PLAN

THE FOLLOWING BUILDINGS ARE PROPOSED: A TOTAL OF 29 BUILDINGS ARE
PROPOSED. BUILDINGS #4, 12, 15, 20, & 24 ARE 2 UNITS EACH. BUILDINGS #1-3,
5-11, 13, 14, & 16-29 ARE 4 UNITS EACH. A TOTAL OF 106 UNITS ARE
PROPOSED.

**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: AVI GREWAL


ADDRESS: 7125 ORCHARD LAKE ROAD, SUITE 200, WEST BLOOMFIELD, MI, 48334

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

1.) VIPUL DESAI of SOMAT ENGINEERING at vdesai@somateng.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: 06/28/2019
PRINT NAME: AVI GREWAL PHONE: 248-865-1600
ADDRESS: 7125 ORCHARD LAKE ROAD, SUITE 200, WEST BLOOMFIELD, MI, 48334

GENOA TOWNSHIP
APPLICATION FOR PRIVATE ROAD
2911 Dorr Road, Brighton MI 48116 (810) 227-5225

A private road requiring approval of the Township shall be any road providing access to more than four dwelling units or two non-residential principal buildings. This does not include drives within a multiple family complex or parking lot aisles, but does include collector type roadways within such a development.

APPLICANT: SINGH DEVELOPMENT COMPANY

OWNER ADDRESS: 7125 ORCHARD LAKE ROAD, SUITE 200, WEST BLOOMFIELD, MI, 48334

SITE ADDRESS: PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T02N-R05E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

APPLICABILITY OF PUBLIC VS. PRIVATE ROAD STANDARDS

All private roads in Genoa Township shall be constructed to the standards of the Livingston County Road Commission unless the Planning Commission and Township Board determine your road qualifies under the following ordinance criteria:

1. Explain how there will be no need for the roadway to be dedicated as a public road in the future.

EXISTING STUBS FROM PHASE-I ARE PRIVATE ROAD

2. Explain how dedication of the road as a public street would not result in continuity in the public street system at the present time or in the future.

SEE ABOVE N/A

3. What uses (number of lots, number of residential units, number of buildings, etc) will have access from the private road. Will the expected traffic volumes along the roadway be below three hundred vehicles per average weekday, based on accepted trip generation figures?

PROPOSED CONDOMINIUM UNITS (RESIDENTIAL), YES, NUMBER OF PROPOSED UNITS

ARE LESS THAN PREVIOUSLY APPROVED FOR PHASE-II

4. Are there any significant natural features such as mature trees, natural slopes, wetlands or other water bodies would be preserved through construction and maintenance as a private road?

YES & N/A

5. What financial and administrative mechanisms will be provided to ensure maintenance of the private road?

CONDOMINIUM BY LAWS & EXHIBIT B'S

AFFIDAVIT


The undersigned says that they are the _____ (owner, lessee, or other specified interest) involved in this petition and that the foregoing answers and statements herein contained and the information herewith submitted are in all respects true and correct to the best of his/her knowledge and belief.

By: _____

Address: _____ Phone: _____

Contact Information - Review Letters and Correspondence shall be forwarded to the following:		
1.) <u>VIPUL DESAI</u>	of <u>SOMAT ENGINEERING</u>	at (_____)
<i>Name</i>	<i>Business Affiliation</i>	<i>Fax No.</i>



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.	
PROJECT NAME:	<u>WESTBURY PHASE-II</u>
PROJECT LOCATON & DESCRIPTION:	<u>PART OF THE SOUTHWEST 1/4 OF SECTION 4 AND PART OF THE NORTHWEST 1/4 OF SECTION 9, T02N-R05E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.</u>
SIGNATURE: 	DATE: <u>06/28/2019</u>
PRINT NAME: <u>AVI GREWAL</u>	PHONE: <u>248-865-1600</u>
COMPANY NAME & ADDRESS: <u>SINGH DEVELOPMENT COMPANY 7125 ORCHARD LAKE ROAD, SUITE 200, WEST BLOOMFIELD, MI, 48334</u>	



August 6, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Westbury Phase II – Preliminary Condominium Plan Review #2
Location:	Phase II of Westbury – north of Grand River Avenue, east of S. Latson Road
Zoning:	MUPUD Mixed Use Planned Unit Development

Dear Commissioners:

At the Township’s request, we have reviewed the revised preliminary condominium plan (dated 7/24/19) for Phase II of the Westbury development, which is part of the Lorentzen PUD.

The applicant proposes 106 attached residential units within 29 buildings, along with private road extensions/connections. The originally approved PUD plan for Phase II included 137 units, so the proposal entails an overall reduction in the allowable density.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance and the specific requirements of this PUD.

A. SUMMARY

1. If preliminary condominium plan approval is granted, the applicant must provide the following items with the final condominium plan submittal:
 - a. Condominium documents (master deed and by-laws);
 - b. A private road maintenance agreement, including financial and maintenance assurances;
 - c. A detailed lighting plan; and
 - d. Details of residential identification signage.
2. The Planning Commission may grant a reduction in the private roadway easement width; however, the proposed roadway width warrants further discussion.
3. The applicant must obtain authorization for a road connection with the development to the north.
4. We defer technical review of the private roads to the Township Engineer and Brighton Area Fire Authority.
5. The total number of trees depicted on the landscape plan exceeds Ordinance requirements; however, the types and planting locations are not fully compliant. The applicant must either modify the plan or request Planning Commission discretion to modify the specific requirements.
6. The applicant proposes to allow access to existing recreational features/structures for Phase II residents. In our opinion, this access will suffice in lieu of additional recreational features/structures.
7. Alternatively, the Commission could require sufficient park/open space (approximately 3.65 acres); though existing open space (9.75 acres) may be sufficient for both Phase I and II.
8. There is a discrepancy in the lot area for Phase II between the site plan (16.35 acres) and Impact Assessment (17.42 acres).



Aerial view of site and surroundings (looking west)

B. PROPOSAL/PROCESS

The applicant proposes a condominium development with 106 attached residential units across 29 separate buildings as Phase II of the existing Westbury development. The project includes private road extensions and connections.

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.

C. CONDOMINIUM PLAN REVIEW

- 1. Submittal Requirements.** Pending approval of the preliminary plan, the applicant will need to prepare and submit condominium documents (master deed and by-laws) with the final condominium plan submittal.
- 2. Dimensional Requirements.** The Phase II site area is noted as 16.35 acres and, as previously noted, includes fewer units (106) than allowed by the original PUD approval (137). As such, the overall density of 6.48 dwelling units per acre is well within that allowed for this PUD.

Typical dimensions noted include 20-foot front setbacks from the private road easements, 20-foot spacing between buildings and 30-foot setbacks from the rear of the proposed buildings.

- 3. Pedestrian Circulation.** The preliminary plan includes 5-foot wide sidewalks along both sides of each roadway proposed. The sidewalks are within the limits of the proposed private road easements and connections are provided to existing Phase I sidewalks.
- 4. Private Roads.** The project includes private road extensions and connections of Westbury Boulevard and Arundell Drive.

Details include 26-foot wide roads (back of curb to back of curb) within 50-foot wide easements. As noted in our initial review letter, Section 15.05.03 requires widths of 30 feet (road) and 60 feet (easement), respectively. In response, the applicant has indicated that the roadway and easement widths are consistent with Phase I of the PUD.

Paragraph (b) of Section 15.05.03 allows the Planning Commission to grant a reduction in easement width to not less than 50 feet; however, there is no such discretion for the roadway width.

In our opinion, this aspect of the request warrants additional discussion with input from both the Township Engineer and Brighton Area Fire Authority.

If technical reviews indicate that the proposed roadway width is acceptable, the Ordinance requirement could be modified as a deviation via amendment to the PUD Agreement.

The applicant has acknowledged the requirement to provide a private road maintenance agreement at the time of final condominium plan submittal.

Lastly, the plan proposes a connection between the extended Arundell Drive and Aster Boulevard within the adjacent residential development to the north. The applicant must obtain authorization from the appropriate party (owner/developer/association) affiliated with that property.

If such authorization is not obtained, the roadway end must be modified to meet Township standards.

- 5. Landscaping.** The revised submittal includes a detailed landscape plan. Ordinance requirements include a total of 217 canopy trees (212 street trees and 5 parking lot trees).

In total the plan includes 223 trees – 200 canopy and 23 evergreen. The street tree requirements do not indicate that evergreen trees can be substituted for canopy trees. Additionally, only 180 of the proposed trees are along the street or within the front yard of residential units.

The applicant must either modify the landscape plan to meet Ordinance standards, or request Planning Commission discretion to modify the specific requirements of the Ordinance.

- 7. Park/Open Space.** The applicant will allow access to existing recreational features/structures for Phase II residents. In our opinion, this access will accommodate the requirements of Section 12.06 for park/open space.

If the Commission does not agree with this opinion, the applicant must incorporate 3.65 acres of park/open space into the project, including the amenities required by Ordinance.

The revised submittal also indicates that 9.75 acres of land was dedicated as park/open space within Phase I of the project. If enough excess open space was included in Phase I, it may be sufficient to meet the requirements for both Phase I and II.

Provisions for preservation and maintenance of such areas would also need to be included in the condominium documents.

- 8. Lighting.** The revised submittal indicates that a lighting plan will be included with the final condominium plan submittal. We suggest fixtures and poles match any existing Phase I site lighting to the greatest extent possible.
- 9. Buildings.** The project includes two building types: a 4-unit building, of which there are 24; and 5 2-unit buildings. The submittal includes floor plans and color elevation drawings of both building types.

Materials include brick, 2 types of vinyl siding and asphalt shingles. Each unit includes a front-facing 2-car garage.

- 10. Signs.** The revised submittal indicates that details of residential identification signage will be included with the final condominium plan submittal. We suggest signage match any existing Phase I signage to the greatest extent possible.
- 11. Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comment on the site engineering elements of the proposal.
- 12. Impact Assessment.** Our only comment on the amended Impact Assessment (dated June 28, 2019) is that the land area is noted as 17.42 acres, while the site plan identifies 16.35 acres. This discrepancy must be corrected.

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

Respectfully,
SAFEBUILT STUDIO

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is stylized and written in a cursive-like font.

Brian V. Borden, AICP
Planning Manager



August 2, 2019

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

Re: Westbury Phase II Preliminary Site Plan Review No. 2

Dear Ms. Van Marter:

Tetra Tech conducted a second review of the preliminary Westbury Phase II PUD site plan amendment last dated June 28, 2019. The plans were prepared by Somat Engineering, Inc. on behalf of Singh Development Company. The development includes 16.35 acres located on the north side of the existing Westbury Development located on White Horse Lane. The petitioner is proposing 29 additional buildings as part of the second phase of the development. The proposed buildings will include both duplex and fourplex structures with a total of 106 individual units. We offer the following comments:

PRIVATE ROAD

1. The existing stretch of Arundell Avenue from White Horse Lane to Grand River Avenue is in poor condition and the petitioner noted on the plans that improvements to Arundell Avenue would be included on the construction plans.
2. The petitioner is proposing to extend the two existing private roads of Arundell Avenue and Westbury Boulevard. After site plan approval, the petitioner must submit private road construction plans for review.
3. The proposed road cross section shown on the plan notes a 50-foot-wide road ROW. The Township's Engineering Design Standards require that local roads have a minimum road ROW of 66 feet. The 50-foot-wide road ROW matches the previously approved road ROW in Westbury Phase I.

SANITARY AND WATER SERVICES

1. After final site plan approval, the Petitioner will be required to submit construction plans to MHOG Sewer and Water Authority for review and approval.

DRAINAGE AND GRADING

1. The construction plan review phase is only for sanitary sewer, water main, and private road improvements. It is important that storm sewers and detention are sized correctly as part of the site plans, as it could affect the proposed arrangement of the site. The petitioner should provide storm sewer and detention calculations for the existing detention basin as part of the final site plans.

Tetra Tech

401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

Ms. Kelly Van Marter
Re: Westbury Phase II Site Plan Review No. 2
August 2, 2019
Page 2

2. Prior to obtaining Livingston County Soil Erosion and Sedimentation Control Permit from the Drain Commissioner, Petitioner will need to obtain a drainage review letter from the Township indicating the improvements were designed to County standards.

We recommend the petitioner address the above comments in their final site plan and submit a final site plan for review.

Please call or email if you have any questions.

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

August 2, 2019

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Westbury Phase II PUD Amendment
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Authority has reviewed the above-mentioned site plan. The plans were received for review on July 25, 2019, and the drawings are dated June 28, 2019. The project is the proposed second phase of multi-family development. The new phase will include the development of 106-units to be split between duplex and quad units. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

1. The fire hydrant locations proposed shall be modified according to the image included at the end of this letter. **(All hydrant locations have been revised as required.)**
2. Future project submittals shall include the address and street name of the project in the title block. **(Acknowledged by applicant)**
IFC 105.4.2
3. The building shall include the building address on the building. The address shall be a **minimum of 4"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation. **(Acknowledged by applicant)**
IFC 505.1
4. The access roads throughout the site shall be a minimum of 26' wide measured from the face of the curbs or from the center of the gutters. 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 the submittal. Access roads to the site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds. **(The road width correction to 26-foot FOC and locations of fire lane signage is not provided on the drawings as required. Fire Lane signage is recommended to be installed on the side of the road that the fire hydrants are installed).**
IFC D 103.6
IFC D 103.1
IFC D 102.1
IFC D 103.3
5. Access throughout the site shall provide emergency vehicles with a minimum turning radius of 50'-outside and 30'-inside. Provide emergency vehicle circulation plan for the attached vehicle template. **(Compliant template provided as required, however, see comment 6 below.)**



August 2, 2019

Page 2

Westbury Phase II PUD Amendment

Site Plan Review

6. A minimum vertical clearance of 13½-feet shall be maintained throughout the site. This includes future growth of plantings and trees. **(Noted to be complied with in final condominium documents. This encroachment on the road width overlaps the emergency vehicle circulation path significantly effectively reducing clear road width and navigability of the roadways for emergency vehicles. This must be addressed through different species, planting locations, etc.)**
7. Provide names, addresses, phone numbers, emails of owner or owner's agent, contractor, architect, on-site project supervisor. **(Provided as requested)**

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department. If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

A handwritten signature in black ink, appearing to read 'R. Boisvert'.

Rick Boisvert, CFPS
Fire Marshal

**AMMENDMENT TO PREVIOUSLY APPROVED
IMPACT ASSESSMENT
PREPARED BY BOSS ENGINEERING COMPANY
(SEE ATTACHED)
PART OF LORENZEN PUD
GENOA TOWNSHIP, LIVINGSTON COUNTY
MICHIGAN**

PERSUANT TO SECTION 18.07.00 AND 18.07.13, GENOA TOWNSHIP ORDINANCE

PREPARED FOR:

**SINGH DEVELOPMENT COMPANY
7125 ORCHARD LAKE ROAD, SUITE 200
WEST BLOOMFIELD, MICHIGAN 48334
(248) 865-1600**

PREPARED BY:

**SOMAT ENGINEERING
7125 ORCHARD LAKE ROAD, SUITE 104
WEST BLOOMFIELD, MICHIGAN 48334
(313) 887-7155**

JUNE 28, 2019



INTRODUCTION

No changes proposed.

DISCUSSION ITEMS

- A.** No changes proposed.
- B.** Description of site generally same, but this is Phase-II condominium development is proposed on balance of vacant 17.42 acres from 46.66 acres. (See attached legal description)

Existing utilities will be utilized from Phase-I development for Phase-II construction. See attached site plan. (water main, sanitary, storm etc.)

Adjacent properties include to the east vacant parcel, to the south existing Westbury Phase-I development, to the west previously dedicated park area, to the north, existing Hampton ridge development.

- C.** No change; however, Phase-II development will utilize existing detention ponds in the center and at southeast (SE) corner of the property for storm water discharge. These ponds were designed to accommodate the proposed Phase II development.
- D.** No changes are proposed per PUD agreement, Proposed condominium community will enjoy the existing amenities of Club House, Swimming pool and all open space of the developed Westbury Phase I
- E.** No changes except previously approved density was 264 units, Phase-I was constructed with 127 units balance remaining 137 units, proposed density of Phase-II is 106 units, which is significantly less than remaining units from Phase-I, so there will be much minimal impact overall.
- F.** No changes but minimal impact as lesser density is proposed than previously approved density.
- G.** No changes proposed.
- H.** No changes proposed.
- I.** No changes whith minimal impact as a result of condominium development.
- J.** The applicant would like to amend this PUD agreement to reflect 106 condominiums units versus 137 remaining apartment units from previously approved.
- K.** No changes proposed.
- L.** See attached Impact assessment from February 7, 2002.

In the balance of the attached sketches and description, there is no change proposed.



Westbury Phase II Legal Description

PART OF THE SOUTHWEST ¼ OF SECTION 4 AND PART OF THE NORTHWEST ¼ OF SECTION 9, T02N-R05E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 9, ALSO BEING THE SOUTH ¼ CORNER OF SAID SECTION 4;

THENCE, ALONG THE NORTH SOUTH QUARTER LINE OF SAID SECTION 9, S 01° 46' 49" E FOR A DISTANCE OF 457.82 FEET TO THE SOUTH ROW OF WHITE HORSE LANE.

THENCE, ALONG SAID SOUTH ROW LINE N 64° 07' 56" W FOR A DISTANCE OF 401.50 FEET TO THE EAST ROW LINE OF ARUNDELL DRIVE.

THENCE, ALONG SAID EAST ROW LINE OF ARUNDELL DRIVE S 25° 47' 50" W FOR A DISTANCE OF 310.35 FEET TO A POINT ON THE NORTHERLY ROW OF GRAND RIVER AVE.

THENCE, ALONG SAID NORTHERLY ROW OF GRAND RIVER AVE. N 64° 09' 31" W FOR A DISTANCE OF 66.00 FEET TO A POINT ON THE WESTERLY ROW OF ARUNDELL DRIVE.

THENCE, ALONG SAID WESTERLY ROW OF ARUNDELL, N 25° 49' 23" E FOR A DISTANCE OF 310.12 FEET TO A POINT ON THE SOUTHERLY LINE OF WHITE HORSE DRIVE.

THENCE THE FOLLOWING EIGHTEEN CALLS ALONG THE BOUNDARY OF PHASE I OF WESTBURY (WESTBURY APARTMENTS):

THENCE, N 31° 13' 48" E FOR A DISTANCE OF 153.62 FEET TO A POINT.

THENCE, N 62° 38' 36" W FOR A DISTANCE OF 81.10 FEET TO A POINT.

THENCE, N 59° 29' 41" W FOR A DISTANCE OF 38.18 FEET TO A POINT.

THENCE, N 22° 51' 39" E FOR A DISTANCE OF 156.67 FEET TO A POINT.

THENCE, N 21° 57' 24" E FOR A DISTANCE OF 255.26 FEET TO A POINT.

THENCE, N 86° 32' 02" E FOR A DISTANCE OF 95.34 FEET TO A POINT.

THENCE, N 03° 19' 14" W FOR A DISTANCE OF 20.22 FEET TO A POINT.

THENCE, N 03° 15' 41" W FOR A DISTANCE OF 229.67 FEET TO A POINT.

THENCE, N 63° 31' 48" W FOR A DISTANCE OF 34.62 FEET TO A POINT.

THENCE, N 01° 54' 53" W FOR A DISTANCE OF 52.16 FEET TO A POINT.

THENCE, N 03° 14' 09" W FOR A DISTANCE OF 399.95 FEET TO A POINT.

THENCE, S 86° 07' 36" W FOR A DISTANCE OF 223.17 FEET TO A POINT.

THENCE, S 03° 25' 16" E FOR A DISTANCE OF 423.20 FEET TO A POINT.

THENCE, N 77° 39' 12" W FOR A DISTANCE OF 132.29 FEET TO A POINT.

THENCE, N 85° 07' 23" W FOR A DISTANCE OF 34.49 FEET TO A POINT.

THENCE, N 48° 25' 29" W FOR A DISTANCE OF 35.28 FEET TO A POINT.

THENCE, S 33° 48' 12" W FOR A DISTANCE OF 30.30 FEET TO A POINT.

THENCE, S 65° 14' 25" W FOR A DISTANCE OF 49.11 FEET TO A POINT.

THENCE, N 25° 34' 39" W FOR A DISTANCE OF 94.52 FEET TO A POINT.

THENCE, N 80° 52' 07" W FOR A DISTANCE OF 21.51 FEET TO THE EAST LINE OF THE PARK AREA OF WESTBURY.

THENCE, ALONG SAID EAST LINE N 01° 26' 11" W FOR A DISTANCE OF 620.78 FEET TO THE SOUTH LINE OF HAMPTON RIDGE PHASE II.

THENCE, ALONG SAID SOUTH LINE N 86° 19' 33" E A DISTANCE OF 739.65 FEET TO THE WEST LINE OF PROPOSED SUMMERFIELD POINT AND THE NORTH SOUTH ¼ LINE OF SECTION 4, AS PREVIOUSLY SURVEYED AND MONUMENTED BY BOSS ENGINEERING.

THENCE, ALONG SAID NORTH SOUTH ¼ LINE S 01° 35' 53" E FOR A DISTANCE OF 1365.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.472 ACRES MORE OR LESS AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING GRAND RIVER AVENUE (100 FEET WIDE). ALSO, SUBJECT TO AND INCLUDING THE USE OF EASEMENT B AS RECORDED IN LIBER 2580 PG 0194-0205, EASEMENT A AND THE WHITE HORSE DRIVE EASEMENT AS RECORDED IN LIBER 3623 PG 0768-0778. ALSO, SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.



GENOA TOWNSHIP

FEB 08 2002

RECEIVED

**IMPACT ASSESSMENT
FOR
"WESTBURY"
PART OF LORENZEN PUD
GENOA TOWNSHIP, LIVINGSTON COUNTY
MICHIGAN**

Prepared for:

**SINGH DEVELOPMENT COMPANY
7125 ORCHARD LAKE ROAD
SUITE 200
WESTBLOOMFIELD, Michigan 48334
(248) 865-1600**

Prepared by:

**BOSS ENGINEERING COMPANY
7125 ORCHARD LAKE ROAD
SUITE 108
WESTBLOOMFIELD, MI 48334
(248) 626-2677**

Revised - February 7, 2002

February 27, 2001

2-00038EIA

INTRODUCTION

The purpose of this Impact Assessment (IA) report is to show the effect that this proposed development have on various factors in the general vicinity of the project. The format used for presentation of this report conforms to the *Submittal Requirements For Impact Assessment/Impact Statement* guidelines in accordance with Section 13.05 of the published Zoning Ordinance for Genoa Township, Livingston County, Michigan.

DISCUSSION ITEMS

A. Name(s) and address(es) of person(s) responsible for preparation of the impact assessment and a brief statement of their qualifications.

Prepared By :
BOSS ENGINEERING COMPANY
3121 E. Grand River
Howell, MI 48843
(517) 546-4836

Prepared For :
SINGH DEVELOPMENT COMPANY
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322
(248) 865-1600

B. Description of the site, including existing structures, man made facilities, and natural features, all-inclusive to within 10' of the property boundary.

The site is located on the Grand River Avenue, just west of Latson Road, in section 4 & 9, T2N-R5E, Genoa Township, Livingston County, Michigan. The site location is presented on an USGS quad in Figure 1, Attachment A. The parcel contains an approximate area of 46.66 acres and is currently vacant. The northern half of the site drains in a northeasterly direction. The southern half of the site drains towards an existing detention basin on the southeast corner of the site. The average slope within the property is approximately 2%. The parcel is part of the approved Lorentzen P.U.D. and carries an underlying light industrial zoning classification. Singh Development Company is requesting that the underlying zoning be changed from LI to Medium Density Residential (MDR). Overall PUD plan and detailed site plan has been prepared as part of the site plan submittal.

The existing utilities abutting the site include water main and sanitary along Grand River Avenue on the southeast side of the site.

Adjacent properties include: To the east a vacant parcel, to the southeast corner an existing restaurant, to the southwest corner a proposed First National bank site, to the west Detroit Edison/Consumer Power corridor, to the north a proposed Hampton Ridge development.

C. Impact on natural features: A written description of the environmental characteristics of the site prior to development, i.e., topography, soils, vegetative cover, drainage, streams, creeks or ponds.

As described in earlier section, drainage pattern of the property is divided into two areas. Northern half drains towards northeast and southern half drains towards existing detention basin in southeast corner.

A review of the U.S.D.A. Soil Conservation Service Soil Survey of Livingston County, Michigan, Sheet 26, indicates that the on-site soils consists of the following six soil types.

1. MIAMI LOAM (MoB), Miami Loams are typically well-drained soils found on nearly level to very steep till plains and moraines. Permeability is more moderate, and the available water capacity and fertility are high. MoB soil slopes vary from 2-6%. The surface runoff is slow for MoB soil, and the soil erosion hazard is slight.
2. MIAMI LOAM (MoC), These soils are similar to MoB except, soil slopes vary from 6 to 12%. The surface runoff is medium and soil erosion hazard is moderate.
3. BRONSON LOAMY SAND (BWA), The Bronston series consist of nearly level, moderately well drained soils on valley trains and outwash plains with slope 0 to 2%. Permeability is moderately rapid and surface runoff is slow.
4. CONOVER LOAM (CvA), This soil is on till plains and basin like depressions in the hilly moraines. Soil slope vary from 0 to 2%. The surface runoff is slow and permeability is moderately slow.
5. HILLSDALE SANDY LOAM(HID), This soil exist along natural drainage ways on till plains and in small areas on moraines. Surface runoff is rapid and permeability is moderate.
6. SPINKS-OAKVILLE LOAMY SANDS (SvB), The Spinks series consist of well drained, nearly level to very steep soil on till plains, outwash plains, and moraines. Slope varies from 0 to 6%. In these soils surface runoff is slow, permeability is moderately rapid with slight erosion hazard.

The soils map for the site area is presented in Figure 2.

Vegetation at the site consists mainly of fallow farmland except at the northwest corner of the site. Northwest corner is wooded with variety of trees and shrubs. Along the north and east property line there are some trees and shrubs, which act as a natural vegetative buffer.

D. Impact on storm water management: description of soil erosion control measures during construction.

Surface runoff during periods of construction will be controlled by proper methods set forth by the Livingston County Drain Commissioner, including silt fence, pea stone filters, and seed and mulch.

At the time of construction, there may be some temporary dust, noise, vibration and smoke, but these conditions will be of relatively short duration and shall be controlled by complying appropriate procedures to minimize the effects, such as watering if necessary for dust control.

E. Impact on surrounding land use: Description of proposed usage and other man made facilities; how it conforms to existing and potential development patterns. Effects of added lighting, noise or air pollution which could negatively impact adjacent properties.

The applicant is proposing to construct a 264 unit apartment complex with clubhouse and community amenities including a swimming pool and tennis court. Under the existing Lorentzen P.U.D. agreement, the following types of usage could be developed

1. Business park
2. Research and development center
3. Light industrial Park

The applicant is requesting to amend the P.U.D. agreement and change underlying zoning to accommodate the proposed development. It is our belief that the proposed project contains significantly more open space than the above uses and will also result in less impact in such areas as noise, artificial light and truck traffic.

This development is proposed to contain residential apartment buildings, circulation drives, streets, and parking lots. The expected impact from the development will be minimized because of the following:

1. Significant features on the site will be disturbed only as necessary to construct the site improvement. Two detention basins will be located on the site. The basin in the northeast corner

is designed to accommodate northwestern 2/3rd of the site, approximately 38.21 acres. The outlet discharge of 0.2 cfs will be discharged into the natural watercourse/wetlands on the north side of the site.

2. There is an existing detention basin on southeast corner of the site. Currently this basin is designed to handle runoff from existing restaurant site and natural drainage from the project site. The outlet from this basin is designed to release storm water at a rate of 2.13 cfs (2.56-0.43 cfs for the Bank site) per McNamee, Porter & Seeley's letter dated June 18, 1998 (included in Appendix C). This basin will be expanded to accommodate/detained added surface runoff from the proposed development. Keeping the outlet discharge the same. The outlet pipe discharges into the M.D.O.T. storm drainage system along Grand River Avenue.
3. The layout was prepared taking into account the natural features of the site so as to preserve the existing lay of the land. The wooded area to the northwest and along property boundary of the site will be preserved as a natural landscape buffer. In addition, the site will be landscaped in accordance with Genoa Township Standards and to provide an aesthetically pleasing site.
4. Soil erosion control measures such as silt fence, straw bale filters, and pea stone filters at the catch basins will be utilized during construction to control siltation and sedimentation from entering the wooded areas.
5. Grand River Avenue is a major service road in this area and presently experiences a large volume of traffic along with the associated noise level. It is unlikely that this development will significantly change that. Since the site is located along a primary commuting route, it is anticipated that most of the traffic generated will account for a very small percentage of the traffic already traveling in the area.

F. Impact on public facilities and services: Description of number of residents, employees, patrons, and impact on general services, i.e., schools, police, fire.

Based on the SEMCOG 2020 Regional Development Forecast, Summary Report, dated December 1995, average household size in the region continues to drop and in 1990 it was 2.66 per household. Therefore with the total planned density of 264 apartment units, the projected population for this site will be 702 people.

Impact from this residential development will be on the local school system. Using the school system's potential population of 0.5 students per family unit, this project may result in a school population of 132 students. In an effort to aid the Howell school system in future planning, plans of this development will be submitted for their use.

G. Impact on public utilities: Description of public utilities serving the project, i.e., water, sanitary sewer, and storm drainage system. Expected flows projected in residential units.

Total projected sanitary sewage flow from the site will be 264 residential equivalent units (R.E.U.s) in addition to flows created from a clubhouse facility. The property is located within the community water district and the Genoa/Oceola sewer district. Under the executed P.U.D. agreement for the Lorenzten P.U.D. each residential parcel/user must connect to the community water system if such system is available at the time of development. Such connection shall require payment of all proportionate and applicable fees, charges, and assessments.

As described above two detention basins will be designed to collect storm water runoff from the site. Storm water will be released at an agricultural runoff rate to the appropriate natural/designed storm water systems.

All other utilities, including gas, electric, and telephone are also available adjacent to or near the site.

H. Storage or handling of any hazardous materials: Description of any hazardous materials used, stored, or disposed of on-site.

Since the proposed development is residential, there will be no hazardous materials used or disposed of on this site.

I. Impact on traffic and pedestrians: Description of traffic volumes to be generated and their effect on the area.

Consideration was given to the amount of traffic generated from the Lorentzen P.U.D. development and the impact it would have on the existing public road network. Since that time, there have been significant improvements to Grand River Avenue and additional improvements are currently being planned. Not only is M.D.O.T. planning additional improvement, both roadway and signalization improvements are being proposed.

Using the Institute of Transportation Engineers publication, TRIP GENERATION MANUAL, 5th edition, traffic flow information was generated for the proposed site. A comparison of traffic volume between existing and proposed underlying new zoning is presented in Appendix A. This study shows that the traffic volume generated from proposed development (264 units) will be less than other usage of the site per current zoning.

J. Special provisions: Deed restrictions, protective covenants, etc.

A Planned Unit Development Agreement for the Lorentzen P.U.D. dated April 12, 1996, was entered into between the property owner, Birgit Lorentzen and the Genoa Township Board. The applicant would like to amend this P.U.D. agreement with underlying zoning changes as requested.

K. Description of all sources:

Genoa Township's *Submittal Requirements For Impact Assessment/Impact Statement*

Genoa Township Zoning Ordinances

Soil Survey of Livingston County, Michigan, U.S.D.A. Soil Conservation Service

National Wetland Inventory Plan, United States Department of the Interior, Fish and Wildlife Service

Brooks Williamson and Associates, Inc. letter dated December 6, 1991 detailing results of wetland inspection

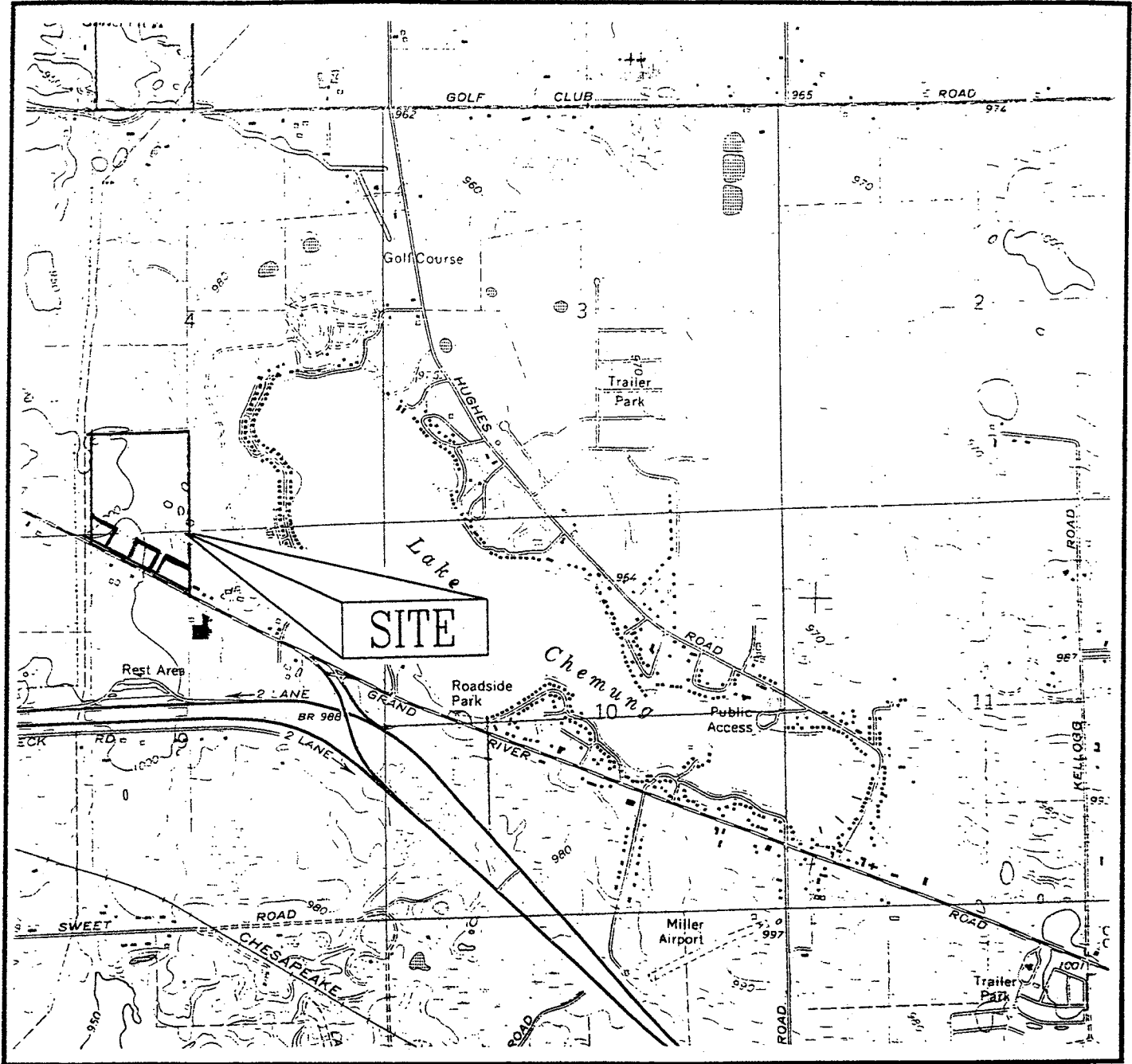
Trip Generation manual, 5th edition, Institute of Transportation Engineers

A Planned Unit Development Agreement for the Lorentzen P.U.D. dated April 12, 1996 (Appendix B)

2020 Regional Development Forecast, Summary Report, dated December 1995, SEMCOG

L. previously submitted environmental assessments

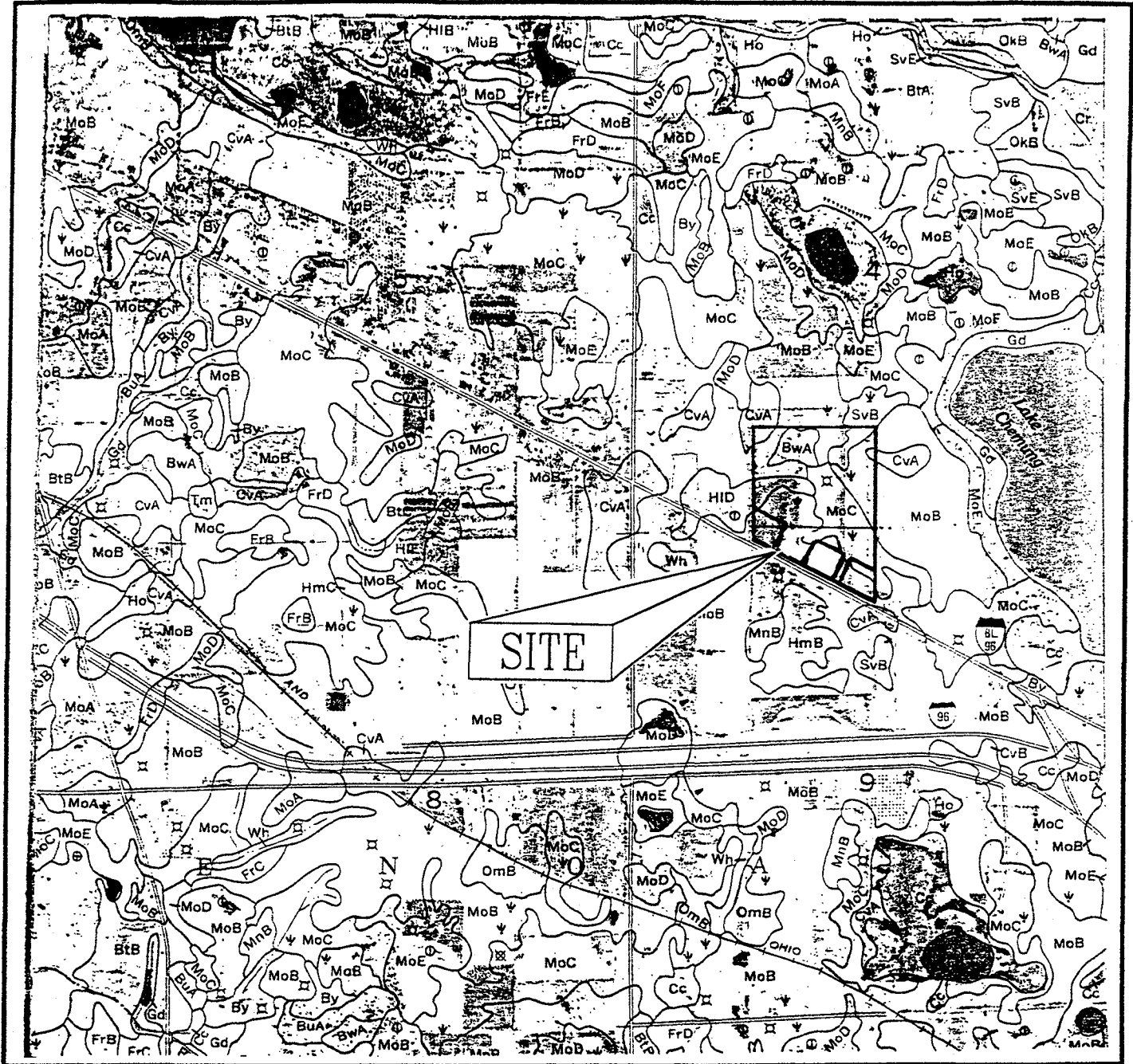
None



SOURCE : USGS QUADRANGLE MAP, BRIGHTON, MICHIGAN
 SCALE : 1" = 2000'

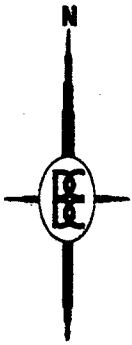


1	DESIGNED BY:	CLIENT	BOSS ENGINEERING ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS	
	DRAWN BY: JB	SINGH DEVELOPMENT COMPANY		
	SCALE: 1"=2000'	PROJECT		WESTBURY
	JOB NO. 2-00038	TITLE		TOPOGRAPHY OF SITE AND VICINITY MAP
SHEET NO.	DATE: 11/28/00	HOWELL OFFICE: 3121 E. GRAND RIVER AVE., HOWELL, MI 48843 (517)546-4836 FAX (517)548-1670 (800)246-6735 E-MAIL: bosseng@bemi.net		
		WEST BLOOMFIELD OFFICE: 7125 ORCHARD LAKE RD., SUITE 108 WEST BLOOMFIELD, MI 48322 (248)626-BOSS FAX (248)626-9488		



SITE

SOURCE : SOIL SURVEY OF LIVINGSTON COUNTY, MICHIGAN
BY USDA SOIL CONSERVATION SERVICE

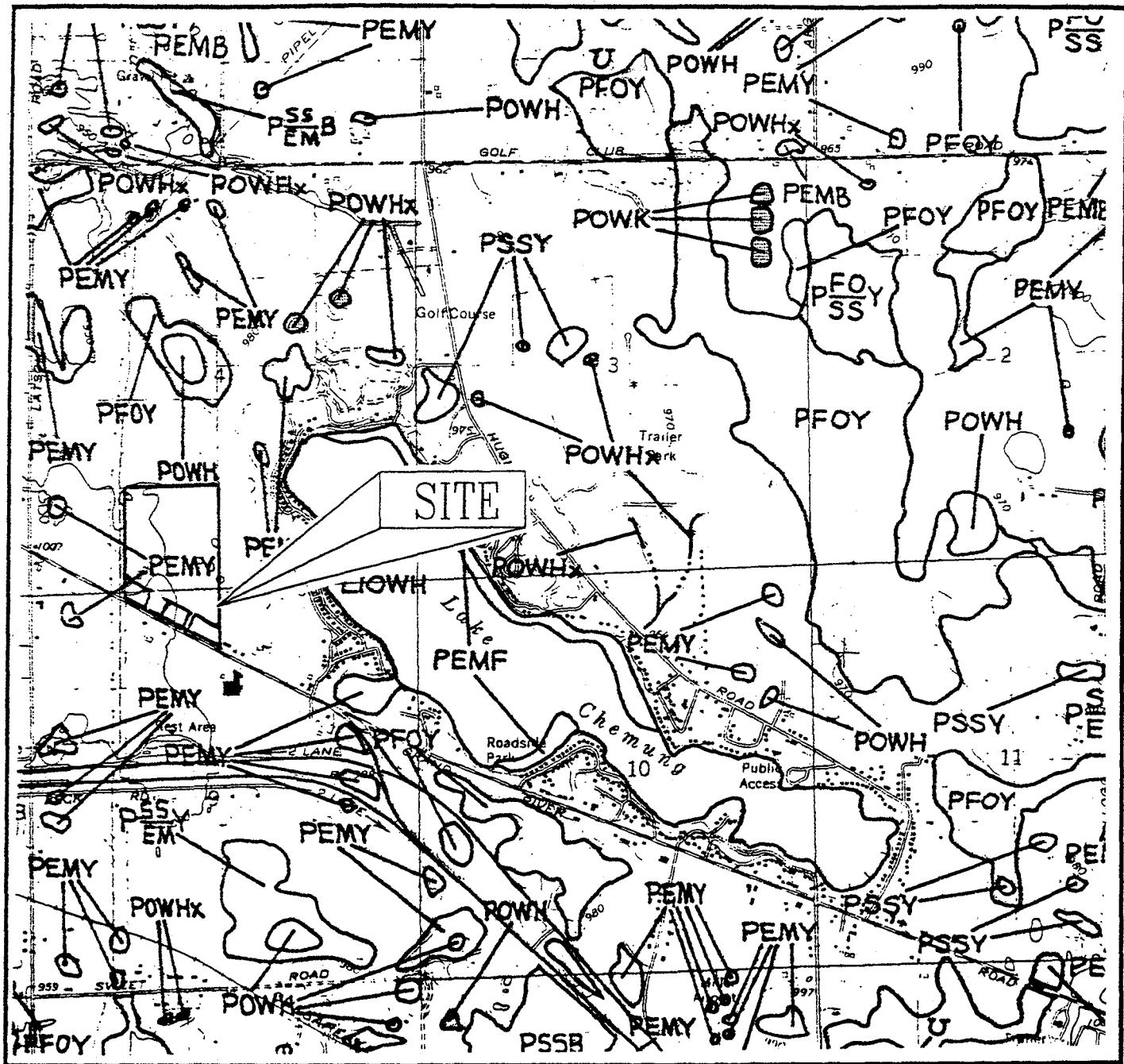


2	DESIGNED BY:	CLIENT
	DRAWN BY: JB	SINGH DEVELOPMENT COMPANY
	SCALE:	PROJECT
	JOB NO. 2-00038	WESTBURY
SHEET NO.	DATE: 11/28/00	TITLE
		SOIL SURVEY MAP

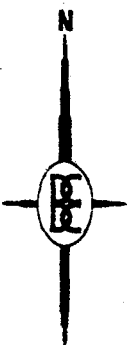
BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS

HOWELL OFFICE:
3121 E. GRAND RIVER AVE. HOWELL, MI 48843
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WEST BLOOMFIELD OFFICE:
7125 ORCHARD LAKE RD. SUITE 108
WEST BLOOMFIELD, MI 48322
(248)626-BOSS FAX (248)626-9486



SOURCE : NATIONAL WETLAND INVENTORY MAP
 U.S. DEPARTMENT OF THE INTERIOR
 USGS QUADRANGLE MAP, BRIGHTON, MICHIGAN



3	DESIGNED BY:	CLIENT
	DRAWN BY: JS	SINGH DEVELOPMENT COMPANY
	SCALE: 1"=2000'	PROJECT
	JOB NO. 2-00038	WESTBURY
SHEET NO.	DATE: 11/28/00	TITLE
		WETLAND INVENTORY MAP

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 LANDSCAPE ARCHITECTS

HOWELL OFFICE:
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WEST BLOOMFIELD OFFICE:
 7125 ORCHARD LAKE RD. SUITE 108
 WEST BLOOMFIELD, MI 48322
 (248)626-BOSS FAX (248)626-9480

Lorentzen PUD Trip Generation Comparison 43 +/- Acre Light Industrial Parcel

Existing Zoning

Business Park (Land Use Code # 770)

Weekday Trips = 43 Ac x 159.75 = 6869 Vehicles

A.M. Peak = 43 Ac x 20.14 = 866 Vehicles

P.M. Peak = 43 Ac x 17.96 = 772 Vehicles

Research and Development Center (Land Use Code # 760)

Weekday Trips = 43 Ac x 79.6 = 3422 Vehicles

A.M. Peak = 43 Ac x 16.8 = 722 Vehicles

P.M. Peak = 43 Ac x 15.4 = 662 Vehicles

Industrial Park (Land Use Code # 130)

Weekday Trips = 43 Ac x 62.9 = 2705 Vehicles

A.M. Peak = 43 Ac x 8.29 = 356 Vehicles

P.M. Peak = 43 Ac x 8.67 = 372 Vehicles

Proposed Zoning

Single Family Development (Land Use Code # 210)

Weekday Trips = 189 Units x 9.55 = 1805 Vehicles

A.M. Peak = 189 Units x .76 = 144 Vehicles

P.M. Peak = 189 Units x 1.02 = 193 Vehicles

Apartment Development (Land Use Code # 221)

Weekday Trips = 264 Units x 6.59 = 1740 Vehicles

A.M. Peak = 264 Units x .51 = 135 Vehicles

P.M. Peak = 264 Units x .62 = 164 Vehicles

Definitions

Business Park - Business parks consist of a group of flex-type or incubator one or two story buildings served by a common roadway system. The tenant space is flexible to house a variety of uses; the rear side of the building is usually served by a garage door. The average mix is 20 to 30% office/commercial, and 70 to 80% industrial/warehousing.

Research and Development Center- Research and development centers are facilities or groups of facilities devoted nearly exclusively to research and development activities. They may also contain offices and light fabrication areas.

Industrial Park- Industrial parks are areas containing a number of industrial or related facilities. They are characterized by a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another

2002 OCT 25 A 10:55

NAHCOY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

13/2

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

TOWNSHIP OF GENOA

✓
HE

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 14th day of October, 2002, by SINGH IV LIMITED PARTNERSHIP, a Michigan limited partnership, having its principal office at 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 48116 (referred to as "Township")

RECITALS:

The Township and Birgit Lorentzen entered into a Planned Unit Development Agreement (the "PUD Agreement") on April 12, 1996, which was recorded on May 9, 1996 in Liber 2038, Page 039 of Livingston County Records.

The Owner has purchased from Birgit Lorentzen a parcel of land situated in the Township of Genoa, Livingston County, Michigan, as more fully described in Exhibit "A" (the "Property"). The Property is designated by the PUD Agreement for Industrial and Neighborhood Commercial Use.

Based on the development patterns which have occurred surrounding the Property, the Township and the Owner have determined that a residential use of the Property is more compatible and harmonious with the existing and proposed development in the vicinity.

The Owner and Township desires to amend the PUD Agreement to permit a change in the PUD Concept Plan to redesignate the Property for residential use.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in this amendment and in the PUD Agreement, HEREBY AGREE AS FOLLOWS:

1. The PUD Plan, which is attached to the PUD Agreement as Schedule B, is hereby amended as it pertains to the Property by substituting Exhibit B attached hereto as the new PUD Plan for the Property.

2. The Property shall be developed in accordance with the MDR zoning requirements of the Township's zoning ordinance, except that the required front yard distance from the back of the curb from any internal (private) street to any building shall be not be less

than twenty (20) feet, and the front yard requirement with respect to any public right-of-way shall remain as indicated in the zoning ordinance.

3. The total number of units permitted in the Property shall not exceed 264 units. Supporting amenity areas shall also be allowed, including a clubhouse, swimming pool, play area, basketball court, tennis court, maintenance building and related ancillary facilities.

4. Owner, at its own cost, shall install all roadway and utility extensions to be located on the Property as shown by Exhibit "B" attached hereto, and Owner shall have no obligation to install roadway or utility extensions on adjacent properties. The roadway connections shall include the construction of Whitehorse Drive to the east/west boundary lines of the Property, as reflected on Exhibit B. Access easements shall be provided over Whitehorse Drive and the connector roads running between Whitehorse Drive and Grand River Avenue for use by adjoining developments within the PUD area.

5. The woodland area designated on the approved conceptual PUD Site Plan for the MDR East property, comprising approximately 8 acres, shall be designated as a natural preservation area in perpetuity and shall be conveyed by the Owner to the Township.

6. All provisions set forth in the PUD Plan, except as indicated herein, have not been amended and shall remain in full force and effect.

7. This Amendment to Planned Unit Development Agreement was approved by the Township Board on the 4th day of September, 2002, at a meeting duly called and held.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Planned Unit Development Agreement as of the day and year first above written.

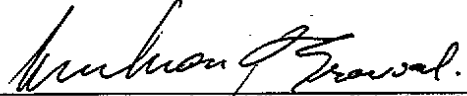
WITNESSES:

OWNER:


Singh IV Limited Partnership, a Michigan limited partnership, by its sole general partner, Singh General Corp., a Michigan corporation



David Zaitchik

By: 

Lushman S. Grewal, Vice President



Jane Dietrich

TOWNSHIP:

The Township of Genoa, a Michigan municipal corporation

Michael Archinal
MICHAEL ARCHINAL
Lillian E. Turbbs
LILLIAN E. TURBBS

By: Paulette A. Skolarus
PAULETTE A. SKOLARUS

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of October, 2002, by Lushman S. Grewal, the Vice President of Singh General Corp., a Michigan corporation, which is the sole general partner of Singh IV Limited Partnership, a Michigan limited partnership, on behalf of the said limited partnership.

Jane E. Dietrich
Notary Public, Oakland County, Michigan
My commission expires: 06-08-2005

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 24th day of October, 2002, by Paulette A. Skolarus and ~~Richard Heikkinen~~, being the Supervisor and Clerk, respectively, of Genoa Township, a Michigan municipal corporation.

Renee M. Gray
Notary Public, Livingston County, Michigan
My commission expires: 7-19-2005

Drafted by, and when recorded return to:

The Heikkinen Law Firm, P.C.
110 North Michigan Avenue
Howell, MI 48843

Richard Heikkinen

Exhibit "A" – Parcel 1 (46.66 Acres)**Legal Description**

A parcel of land situated in the Township of Genoa, Livingston County, Michigan, described as:

Part of the Southwest ¼ of Section 4 and part of the Northwest ¼ of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the North ¼ Corner of said Section 9, also being the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 9, South 01°39'41" West, 457.93 feet; thence North 60°42'38" West, 401.36 feet; thence South 29°17'22" West, 310.09 feet; thence along the Northerly line of Grand River Avenue (100 ft. wide), North 60°42'38" West, 66.00 feet; thence North 29°17'22" East, 310.09 feet; thence North 60°42'38" West, 320.00 feet; thence South 29°17'22" West, 310.09 feet; thence along said Northerly line of Grand River Avenue, North 60°42'38" West, 316.43 feet; thence North 29°17'22" East, 310.09 feet; thence North 60°42'38" West, 273.51 feet; thence Northwesterly on an arc right, having a length of 116.72 feet, a radius of 333.00 feet, a central angle of 20°04'58", and a long chord which bears North 50°40'09" West, 116.12 feet; thence along the Easterly line of the Detroit Edison-Consumers Power Corridor, North 02°00'42" East, 1071.48 feet; thence North 89°47'45" East, 1310.81 feet; thence along the North-South ¼ line of said Section 4, South 01°50'59" West, 1365.88 feet to the POINT OF BEGINNING; Containing 46.66 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue (100 Ft. wide). Also subject to and including the use of Easements "A" and "B" (66 foot wide Private Easements for Ingress, Egress and Public Utilities) as recorded in Liber 2580 of Deeds on pages 194-205 of the Livingston County Records. Also subject to an including use of a Private Easement for Storm Water Detention as recorded in Liber 2528 of Deeds on Pages 0908-0915 of the Livingston County Records. Also subject to a 19.69 foot Wide Permanent Easement for drainage and Road Widening as recorded in Liber 2257 of Deeds on Page 0259-0262 of the Livingston County Records. Also subject to any other easements or restrictions of record.

Property Tax ID Number: 11-04-300-022

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
TOWNSHIP OF GENOA

MAY 9 3 53 PM '95
ANN ARBOR, MICHIGAN
REGISTRATION SERVICE
LIVINGSTON COUNTY, MICHIGAN

RECORDED

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 12th day of April, 1996, by BIRGIT LORENTZEN, 388 Au Sable Place, Ann Arbor, Michigan 48104 (referred to as "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, 2980 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

R E C I T A T I O N S :

The Owner possesses fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached Schedule A (referred to as the "Property"), some of which Property is currently under binding agreement of sale. At the closings on such agreements of sale, purchasers will acknowledge that their respective portions of the Property shall be bound by this Agreement.

The Owner does not have a site specific development plan for the Property. However, in view of the size and strategic location of the Property, Township desires the establishment of a general land use plan setting forth authorized land uses, and Owner likewise desires to establish a plan setting forth the manner in which Owner's transferees are entitled to develop the Property at such time in the future as they are ready to proceed with development.

The Owner has submitted a proposal for a general land use plan for the future development of the Property. Township has reviewed and revised such plan, requiring, among other things, reduced intensity of land uses, reduced residential use density and fewer access points along Grand River Avenue and Latson Road.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Mixed Use Planned Unit Development District, finding that such classification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space in areas adjacent to Latson Road in order to achieve compatibility with adjacent land uses, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

RETURN TO: ✓ GENOA TOWNSHIP 2980 DORR ROAD BRIGHTON, MICH. 48116

The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Concept Plan, attached as Schedule B ("PUD Plan"), are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in this Agreement, HEREBY AGREE AS FOLLOWS:

ARTICLE I. GENERAL TERMS OF AGREEMENT

1.1 The Township and the Owner acknowledge and represent that the recitations set forth above are true, accurate and binding.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Owner's heirs, assigns and transferees.

1.3 The PUD Plan, attached as Schedule B, has been duly approved by Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and the ultimate developers of the Property.

1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property.

A. All uses authorized in the respective zoning classifications of the Genoa Township Zoning Ordinance on the date of this Agreement are authorized, provided, however, that east of Latson Road, between Latson Road and the Detroit Edison/Consumer's Power Corridor, in the areas which are designated GC*, the uses specified on attached Schedule C are authorized.

B. The Owner shall be permitted without further approval of Township to adjust the size or shape of the various parcels provided the adjustment does not alter the land use

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

designation for any area of the Property or increase the intensity and/or density of use, provided, all development shall be subject to Final PUD Site Plan and land division approval. In addition:

1. The Owner shall not be entitled to make a modification which substantially increases the impact upon adjoining properties or facilities without the approval of Township.

2. The size, shape, entrance location and open space/buffer with respect to the 25.5 acre GC - Retail parcel shall not be modified without the approval of Township.

3. The Owner shall not be entitled to make other substantial changes without the approval of Township.

C. The sizes of the various parcels within the land use designations shall be subject to modification under the applicable regulations of the Zoning Ordinance and state law.

D. In those instances in which the Owner desires to obtain a modification of the PUD Plan, Township shall review the proposed change for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the Township may deny or impose mitigating conditions upon the proposed modification.

1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the heirs, successors, assigns and transferees of the parties to this Agreement.

ARTICLE II. LAND USE AUTHORIZATION

2.1 The Planned Unit Development shall include a land use authorization for the following uses, as set forth on the PUD Zoning Plan:

GC	General Commercial
NSD	Neighborhood Service District
OSD	Office Service District
HDR	High Density Residential
IND	Light Industrial
MDR	Medium Density Residential

KOHLE, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

2.2 The Property is intended to be developed in stages or phases. More detailed planning for the development of the Property shall be undertaken on a parcel-by-parcel basis, subject to the intent and obligation to coordinate development of the Property as a whole, as specified hereinafter. The Owner, as dictated by the Owner's transferees, shall determine the timing and order of development. At the time the Owner, and the Owner's assigns and transferees, are prepared to develop each portion or phase of the Property, a plan prepared in the form required by applicable ordinance and law, including impact assessments required by the Township, and consistent with this Agreement, shall be submitted for review and approval. The Township shall review each of such plans within a reasonable time. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement unless the concept plan as set forth herein is materially altered at the request of the Owner or her successors and assigns.

2.3 The number of residential units to be permitted on the residential component of the Property shall be as specified on the PUD Plan. Single family subdivision and site condominium lots, with detached housing, shall be a minimum of 18,000 square feet in area. The number of residential units shown on the PUD Plan may be reduced if required due to wetland considerations.

2.4 The Industrial use authorization shown on Schedule B shall include all permitted uses in the industrial district, however, the only special land uses which shall be permitted are for urgent care and day care uses.

2.5 If a use authorized under the Genoa Township Zoning Ordinance as a special land use is proposed on the Property, such use must be applied for and authorized as provided in the Zoning Ordinance.

ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

3.1 The establishment of curb cuts and driveways to public thoroughfares from the PUD property shall be limited and restricted for the purpose of reducing the number of turning movements to and from the property. Therefore, the number and general location of entrances to the site from adjacent public thoroughfares shall be fixed in the manner specified on the PUD Plan.

3.2 Off-site Improvements in Public Right of Way.

It has been determined that certain off-site improvements to the adjoining state highway, Grand River Avenue and Latson Road, would be desirable at such time as more

intense development occurs on the Property, as specified in the following subparagraphs. Identification of the entity undertaking the surveying, engineering and construction with regard to Grand River Avenue improvements shall be determined by MDOT in the future based upon the MDOT access permit process. Identification of the entity undertaking the surveying, engineering and construction with regard to Latson Road improvements shall be determined by the Livingston County Road Commission, or MDOT, in the future. Owner's transferees shall participate financially in the improvements outlined herein, however, the extent of such financial participation shall take into consideration applicable law, and, such participation shall not be required if and to the extent the Michigan Department of Transportation and/or the Livingston County Road Commission has scheduled such improvements using other funding.

A. Grand River west of Latson: A center turn lane shall be constructed along Grand River Avenue to complete a continuous center turn lane from the western end of the Property to the Latson Road intersection approach. It is contemplated that such improvements, including traffic signal(s), will be constructed at such time in the future as more than fifty percent of the Grand River frontage on the Property, west of Latson Road, is developed or seeking development approval, or upon the development of the larger GC-Retail area, whichever occurs first in time.

B. Grand River Avenue east of Latson: A center turn lane must be constructed according to the plans and specifications, including length, established by the Michigan Department of Transportation. It is contemplated that such improvements would be undertaken at such time as: (1) the users on the Grand River frontage on the Property, east of Latson Road, would be reasonably anticipated to generate at least fifty peak hour left turns from Grand River into such portion of the Property; or (2) 50% of the acreage or frontage on the Property east of Latson Road is approved for development and is reasonably anticipated to begin generating traffic; whichever occurs first in time.

C. Latson Road, adjacent to non-residential: Turning lanes, mutually agreeable right-of-way and other improvements, as may be required by the Livingston County Road Commission, are to be constructed.

D. Latson Road, adjacent to residential: A turning lane for any access point from Latson Road is to be constructed prior to the occupancy of the twentieth unit to be served primarily by that access point, or as required by the Livingston County Road Commission. Passing lanes shall be constructed when a sufficient number of units are developed to warrant the requirement of a passing lane based upon Livingston County Road Commission standards.

ARTICLE IV. INTERNAL ROAD NETWORK

4.1 An internal system of vehicular thoroughfares shall be planned and established throughout the PUD as approval of the development on respective portions or phases of the Property takes place. Internal roads shall be designed to permit vehicular access between and among users of the Property, as ultimately developed, with the view and intent of minimizing the number of traffic movements onto adjoining public roads. The precise location and design of the overall system of thoroughfares shall be reviewed and authorized as each site plan for a portion of the overall PUD is proposed for development. Such review shall be based upon the objective of establishing a workable plan for the entire property, taking into consideration the uncertainty of the future development of the remainder of the undeveloped property.

4.2 In residential areas:

A. The Owner's transferees shall have the right to determine whether roads shall be public or private, provided applicable ordinances are met. If private roads are constructed, a private road maintenance agreement, subject to approval by the Township, providing for ongoing maintenance shall be adopted.

B. In the interest of efficient circulation and adequate access for emergency vehicles, the Township may as part of site plan approval, require street connections with land to the west or north of the residential component of the PUD on the Property, provided all rights relating to private streets shall be respected and observed. Owner's transferees shall construct such streets as reasonably required by the Township and/or the Board of Road Commissioners of Livingston County.

4.3 Permission for shared access east of Latson Road.

It is anticipated that Owner's transferees shall ultimately develop a vehicular traffic lane or road providing access to Latson Road at the northern end of the property on the east side of Latson Road. Immediately north of Owner's Property, the Township has approved a planned unit development which includes a multiple family residential component not yet constructed. Owner shall authorize the developer of the multiple family project to have common use of the traffic lane or road on the north end of Owner's Property following construction of the traffic lane or road so as to allow access from the multiple family residential component to Latson Road, provided that Owner and the developer of the multiple family property reach a mutually satisfactory agreement with respect to the use, location of connection, construction and maintenance of the traffic lane or road providing access to Latson Road, and providing to Owner and Owner's transferees a release with respect to liability in connection with the design

and use thereof. The Owner and Owner's transferees shall not unreasonably negotiate relative to this right of access.

4.4 The developer of the Retail portion of the Property shall construct a service drive or traffic lane to the west Property line and provide a shared access easement for the connection to the adjacent property on which there are currently Kroger's and Walmart shopping facilities. This service drive shall be designed at a grade to allow eventual connection, however, the developer of such Retail area shall not be required to complete any service drive construction or provide any easement off of the Property.

4.5 If the then owner of the eastern portion of the Property and the developer of the land to the immediate east of the Property reach a mutually satisfactory agreement with respect to such things as construction, use, maintenance and liability, a service drive or traffic lane intersecting the east boundary of the Property, in the location determined in the discretion of the Owner (as dictated by Owner's transferees), shall be constructed to provide a vehicular connection between the properties. The Owner shall not be required to undertake construction or provide an easement off of the Property.

ARTICLE V. DRAINAGE

5.1 The system of drainage on the Property, including drainage retention and detention, as applicable, shall be designed so as to be coordinated throughout the PUD and shall be subject to Township review and approval.

5.2 It is acknowledged by the Township that there is a cross-easement with the property to the west (which includes the Walmart store) for storm drainage purposes.

ARTICLE VI. SITE IMPROVEMENTS

6.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the respective portions or phases of the development, including the utilities, landscaping and lighting.

6.2 The bermed buffer area adjacent to Latson Road on the GC-Retail parcel shall be landscaped as shown on attached Schedule D.

6.3 The PUD Plan shows a Connection to Existing Parking on the west of the site in the area of the existing Wendy's and Kroger uses on adjoining property. Such connection is intended to make available a connection for vehicles and pedestrians. Owner shall not be required to acquire an easement or make improvements in any area not on the Property.

6.4 A pedestrian network shall be constructed as each phase of development on the Property is constructed, with the intent of connecting all pedestrian components of the Planned Unit Development on the Property, and connecting pedestrian walkways at the property line.

6.5 Unless the Township reasonably determines that it is not physically or economically feasible, development shall be undertaken with underground electrical service to the buildings on the Property.

ARTICLE VII. DESIGN OF BUILDINGS AND SIGNS

7.1 The architecture, building materials, colors and shapes of all non-residential buildings shall be in substantial conformity with the guidelines set forth in the Grand River Avenue Corridor Plan, as adopted, and as it may be reasonably amended. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Flat front roof facades shall be discouraged. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. Each site plan will include a narrative or illustration(s) that demonstrate the design will be consistent with, or complement, architecture of the other sites.

7.2 Signage: Free standing signs within the PUD shall be ground mounted (monument) signs. No pole signs shall be permitted. All free standing signs shall have a base constructed of materials that coordinate and are not inconsistent with the building, and other signs within the PUD. With regard to the area referenced on Schedule B as GC-Retail, there shall be not more than one free standing sign along Grand River Avenue and not more than one free standing sign along Latson Road advertising the uses on such property. The two signs for the GC-Retail area (one per frontage) shall be no taller than 15 feet and no larger than 72 square feet in area. All other lots within the PUD shall be limited to monument signs no taller than 6 feet and no larger than 60 square feet in area. All wall signs shall have channel lettering (not panels). All free standing lighted signs shall be internally lit. Wall and other signs shall be permitted as authorized in the zoning ordinance.

7.3 Landscaping and site lighting: The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color.

ARTICLE VIII. UTILITIES

8.1 All of the Property is located within the community water district area but is not included in the water special assessment district. Each commercial and residential parcel/uses must connect to the community water system if such system is available at the time of development. Such connection shall require payment of all proportionate and applicable fees, charges and assessments.

A. On the approximately 65 acres east of Latson Road designated for Industrial and NSD on Schedule B, connection to the public water system shall be made if a water main has been extended to and is available at the site, or, if a land area greater than 15 acres in size is proposed for development, connection shall be made to the system, provided that all off-site easements necessary for extension of the main have been provided by the Township.

B. On the balance of the property, connection to the municipal water system shall be made at the time of construction of buildings.

8.2 All of the commercial, industrial and residential buildings constructed on the Property shall, as developed, be connected to and served by public sanitary sewer. The Township represents that there has been reserved for owner adequate municipal wastewater treatment capacity to service the reasonable development of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the reasonable development of the Property.

8.3 Fees, charges and costs for utilities shall be as set forth on attached Schedule E, which may be amended on a district-wide basis from time-to-time.

ARTICLE IX. MISCELLANEOUS

9.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.

9.2 While Owner possesses legal title to the Property, Owner does not intend to develop it. Rather, Owner intends to sell the Property in various parcels to others to develop. Accordingly, reference in this Agreement to activities by the Owner in relation to development is intended to mean Owner's transferees and assigns unless context dictates to the contrary.

KOHL, SECRET, WARDLE, LYNCH, CLARK AND HAMPTON

9.3 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan) and the provisions of the Zoning Ordinance, or other Township ordinances, rules or regulations, the provisions of this Agreement shall control.

9.4 In the event a portion of the Property is submitted for site plan approval, and such approval is denied, the party submitting such site plan shall be entitled to appeal such decision to the Zoning Board of Appeals as provided by law, and all parties shall agree to proceed expeditiously to final resolution.

9.5 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a)(b) and (c).

9.6 Until the Property is fully developed, each site plan applicant shall be responsible following Township approval of the respective site plan, plat and/or site condominium presented to the Township, to superimpose the approved plan of development upon the overall PUD plan to clearly illustrate the final development plan for each portion of the Property.

APPROVED by Owner on this 12th day of April, 1996.

WITNESSES:

OWNER:

Todd Smith
TODD SMITH
Terrri K. Camppear
Terrri K. Camppear

Birgit Lorentzen
BIRGIT LORENTZEN

On this 12th day of April, 1996, before me, a notary public in and for Livingston County, personally appeared BIRGIT LORENTZEN to me known to be the person described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be her free act and deed.

Joanne B. Hanton
Notary Public

JOANNE B. HANTON
Notary Public, Oakland County, MI
My Commission Expires June 21, 1997

- KOHL, SECRETST, WARDLE, LYNCH, CLARK AND HAMPTON

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF GENOA on the 15 day of March, 1996, at a meeting duly called and held.

WITNESSES:

TOWNSHIP OF GENOA:

Mary Kreneicki
Mary Kreneicki

BY: Robert R. Murray
Robert R. Murray

Mary Kreneicki
Mary Kreneicki

BY: Paulette A. Skolarus
Paulette A. Skolarus

On this 2 day of May, 1996, before me, a notary public in and for Livingston County, personally appeared Robert R. Murray and Paulette A. Skolarus to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

Ann Spiroff
Notary Public also a witness

ANN SPIROFF
Livingston Co.
signed 9/6/99

5114/JATWORK3

Drafted by:
Gerald L. Fisher
30903 Northwestern Hwy.
PO Box 3040
Farmington Hills MI 48333-3040

KOHL, SECRET. WARDLE, LYNCH, CLARK AND HAMPTON

INDEX OF EXHIBITS

Schedule A	Property Description
Schedule B	PUD Concept Plan
Schedule C	Authorized Uses
Schedule D	Landscape Plan
Schedule E	Fees, Charges and Costs for Utilities
Schedule F	Letter of March 18, 1996

KOHL, BECREST, WARDLE, LYNCH, CLARK AND HAMPTON

BOSS ENGINEERING
ENGINEERS & SURVEYORSLORENTZEN PROPERTY WEST OF LATSON ROAD:

Part of the Southeast 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Section 5; thence along the East line of Section 5 and being the centerline of Latson Road (66 foot wide Right of Way), N 02°11'26" E, 854.58 feet, to the POINT OF BEGINNING of the Parcel to be described; thence N 60°51'00" W, 287.02 feet; thence S 02°11'26" W, 306.09 feet; thence along the centerline of Grand River Avenue (100 foot wide right of Way), N 60°51'00" W, 950.60 feet; thence along the easterly property line, of a parcel as recorded in Livingston County Records, at Liber 1800 of Deeds, pages 81-83, N 02°11'32" E, 420.61 feet; thence N 89°59'52" W, 181.99 feet; thence along the North-South 1/8 line, of Section 5, N 02°12'56" E, 1101.46 feet; thence along the East-West 1/4 line of Section 5, N 88°41'15" W, 1284.64 feet; thence along the North-South 1/4 line of Section 5, N 02°08'46" E, 1325.47 feet; thence S 89°09'44" E, 1286.03 feet; thence S 88°44'51" E, 1284.51 feet; thence along the centerline of Latson Road and the East line of Section 5, S 02°11'26" W, 1337.49 feet to the East 1/4 Corner of said Section; thence continuing along the centerline of Latson Road and the East line of Section 5, S 02°11'26" W, 1789.80 feet, to the POINT OF BEGINNING; Containing 127.22 acres, more or less, and subject to the rights of the public over the existing GRAND RIVER AVENUE & LATSON ROAD. Also subject to any other easements or restrictions of record.

File No. 94192d10

CERTIFICATE OF SURVEY

Part of the South 1/2 of the Southwest 1/4 of Section 4, T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Beginning at the intersection of centerlines of Grand River Ave. and Latson Road and on the West line of Section 4, N02°11'26"E 548.49 feet from the Southwest corner of said Section 4; running thence N02°11'26"E 773.70 feet along the centerline of Latson Road and the Section line; thence N89°47'23"E 1095.65 feet; thence S02°01'03"W 1340.43 feet; thence N89°15'06"W 74.26 feet along the Section line; thence N60°42'38"W 584.16 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.); thence N60°51'00"W 565.97 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.) to the point of beginning. Containing 27.061 acres more or less, subject to highway easements and easements of record.

Part of the South 1/2 of the Southwest 1/4 of Section 4 and that part of the East 1/2 of the Northwest 1/4 of Section 9 lying Northerly of the centerline of Grand River Ave., all in T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the South 1/2 corner of said Section 4; running thence S01°39'41"W 864.72 feet along the North-South 1/2 line; thence N60°42'38"W 1483.05 feet along the centerline of Grand River Ave. (a 100 ft. wide R.O.W.); thence N01°39'09"E 156.04 feet along the West line of said East 1/2 of the Northwest 1/4 of Section 9; thence N02°01'03"E 1344.03 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of Section 4; thence N89°47'23"E 1310.81 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 4; thence S01°50'59"W 1365.88 feet along the North-South 1/2 line of said Section 4 to the point of beginning. Containing 56.201 acres more or less, subject to highway easements and easements of record.

West 1/2 corner Sec. 4, T2N-R5E. Set PK spike on straight line between SW cor. and NW cor. of Sec. 4 at a record distance, N2°11'26"E 2644.38 feet from the SW cor. Sec. 4. No witness points available.

Ctr. Sec. 4, T2N-R5E, Computed intersection of 1/4 lines

Southwest corner Sec. 4, T2N-R5E, Fd. PK spike
 N45°E-48.58'-I. Pipe
 West-21.85'-ctr. 12" Oak
 S20°E-41.85'-ctr. 12" oak
 N54°W-27.60'-ctr. 11" Oak
 S55°W-31.68'-ctr. 8" Hick

South 1/2 corner Sec. 4, T2N-R5E
 Fd. "t" iron
 East-4.7'-ctr. 48" oak
 East-59.4'-ctr. 15" Hick
 North-88.3'-ctr. 36" Oak
 S2W-28.2'-ctr. 5" hick
 S30E-59.0'-NW cor. Pole Barn

Ctr. Sec. 9, T2N-R5E
 Fd. Boat Spike
 N10°E-27.18'-ctr. 30" Oak
 S45°W-37.64'-ctr. 18" Hick

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED AND THAT THE SURVEY COMPILES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132 -- 1970

CHARLES E. GARLOCK
 RLS NO. 14762

LEGEND:

O-IRON SET, ●-IRON FOUND, □-CORNER POST, -X--FENCE, R-RECORD, M-MEASURED

CLIENT: Lorentzen	CLOSURE: 1:65,700	CHARLES E. GARLOCK REGISTERED LAND SURVEYOR 840 EAST DAVIS ROAD HOWELL, MICHIGAN 48843 (517) 546-3340		
SECTION 4 & 9 T2N-R5E	BEARINGS: Grand River	* Cog DRN. Cog CKD.		
GENOA TOWNSHIP	ROW plans			
LIVINGSTON COUNTY MICHIGAN	SCALE: 1" = 400'	DATE: Sept. 29, 1989		
	BOOK: 162 pg 20			

SCHEDULE B

(PUD Concept Plan)

On Record at the Offices
of

Genoa Township
2980 Dorr Road
Brighton, MI 48116

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

SCHEDULE "C"

LIST OF PERMITTED USES EAST OF LATSON ROAD
Between Latson & Power Lines

Child Care Center/Preschool
Churches, Places of Worship
Bed and Breakfast Inns
Banks, S & L, Credit Unions
Business Services
Commercial Schools and Studios
Dry Cleaners/Laundry
Funeral Homes/Mortuary
Hospitals
Medical Offices
Medical Centers/Urgent
Personal Service Establishments
Personal Service/Retail
Photographic/Art Studios
Professional and Corporate Offices
Vocational/Technical Training Facilities
Health Clubs, Gyms, Fitness Centers
Bakeries
Banquet Halls
Food Establishment
Restaurant or Deli, Sit Down, no Drive Thru
Taverns and Bars Without Dancing
Taverns and Bars With Dancing

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

Video Rental

Convenience Stores without gas

Lodging: Bed and Breakfast

Lodging: Hotel, Motel

Retail Indoor Business

Lawn and Garden Centers

Print Shops and Publishing

Research and Testing Laboratories and Facilities

SCHEDULE D

(Landscape Plan)

On Record at the Offices
of

Genoa Township
2980 Dorr Road
Brighton, MI 48116

KOHL, SECREST, WARDLE, LYNCH, CLARK AND HAMPTON

"SCHEDULE E"

LORENTZEN PUD AGREEMENT

GENOA/OCEOLA PHASE I
SEWER ASSESSMENT FORMULA

<u>UNDEVELOPED</u>			<u>SEWER FEE</u>		
<u>FRONT FOOTAGE</u>	<u>ACRE</u>	<u>R.E.U.</u>	<u>FRONT FOOTAGE</u>	<u>ACRE</u>	<u>R.E.U.</u>
\$36.00	\$3,200	\$3,100	0	0	\$3,100

GENOA/OCEOLA PH I WATER
WATER ASSESSMENT FORMULA

<u>UNDEVELOPED</u>	<u>R.E.U.</u>
\$1,300. PER ACRE	1.2 R.E.U.'s PER ACRE AT \$3,000.

When property develops, if the use exceeds the R.E.U per acre formula, an additional \$3,000. per R.E.U. will be charged.

EXHIBIT F

LIBER 2038 PAGE 0058

KOHL, SECREST, WARDLE, LYNCH,
CLARK AND HAMPTON
COUNSELORS AT LAW
30903 NORTHWESTERN HIGHWAY
P.O. BOX 3040
FARMINGTON HILLS, MICHIGAN 48333-3040

GERALD A. FISHER
DIRECT DIAL NO. (810) 539-2818

TELEPHONE (810) 851-9500
TELEFACSIMILE (810) 851-2158

94 MACOMB PLACE
MT. CLEMENS, MI 48043-7903
(810) 485-7180
TELEFACSIMILE (810) 485-0673

7335 WESTSHIRE DR. SUITE 103
LANSING, MI 48917-9764
(517) 627-1861
TELEFACSIMILE (517) 627-1867

833 KENMOOR DRIVE, S.E.
GRAND RAPIDS, MI 49546-2370
(616) 285-0143
TELEFACSIMILE (616) 285-0143

3051 COMMERCE DRIVE
P.O. BOX 61088
PORT HURON, MI 48061-0888
(810) 385-8888
TELEFACSIMILE (810) 385-9593

5757 WHITMORE LAKE ROAD
SUITE 1450
BRIGHTON, MI 48116-1902
(810) 229-2370
TELEFACSIMILE (810) 229-5076

March 18, 1996

VIA FACSIMILE AND REGULAR MAIL

Richard A. Heikkinen, Esq.
110 North Michigan Avenue
Howell, MI 48843

RE: Genoa Township, Lorentzen PUD Agreement

Dear Mr. Heikkinen:

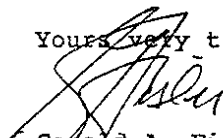
Consistent with your transmittal to me of this date, and my follow up telephone discussion with you, I have made the appropriate modifications of the Planned Unit Development Agreement. The final draft is enclosed.

You have provided language for an "Acknowledgement and Acceptance" of the PUD Agreement to be executed by all of the purchasers of the various parcels of property. This letter will confirm our understanding that this Acknowledgement and Acceptance will be executed by the respective purchasers at the time of closing on the respective sales of the parcels.

Finally, this letter will confirm that I will transmit a copy of this Agreement directly to the Township at your request.

Best regards.

Yours very truly,



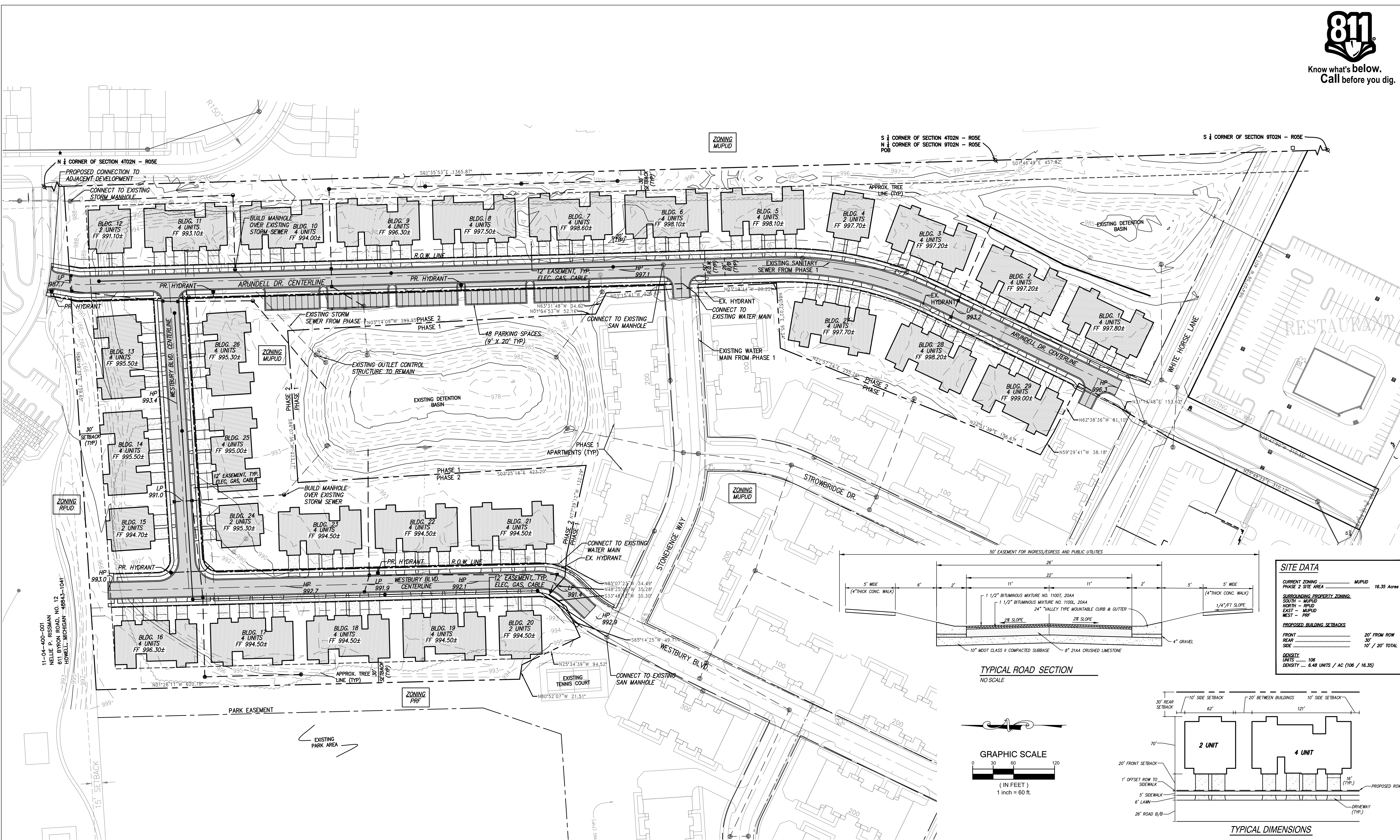
Gerald A. Fisher

GAF/jah
Enclosure

cc: Birgit Lorentzen
Jim Stornant, Township Manager
John Kirk, Esq.
Todd Smith

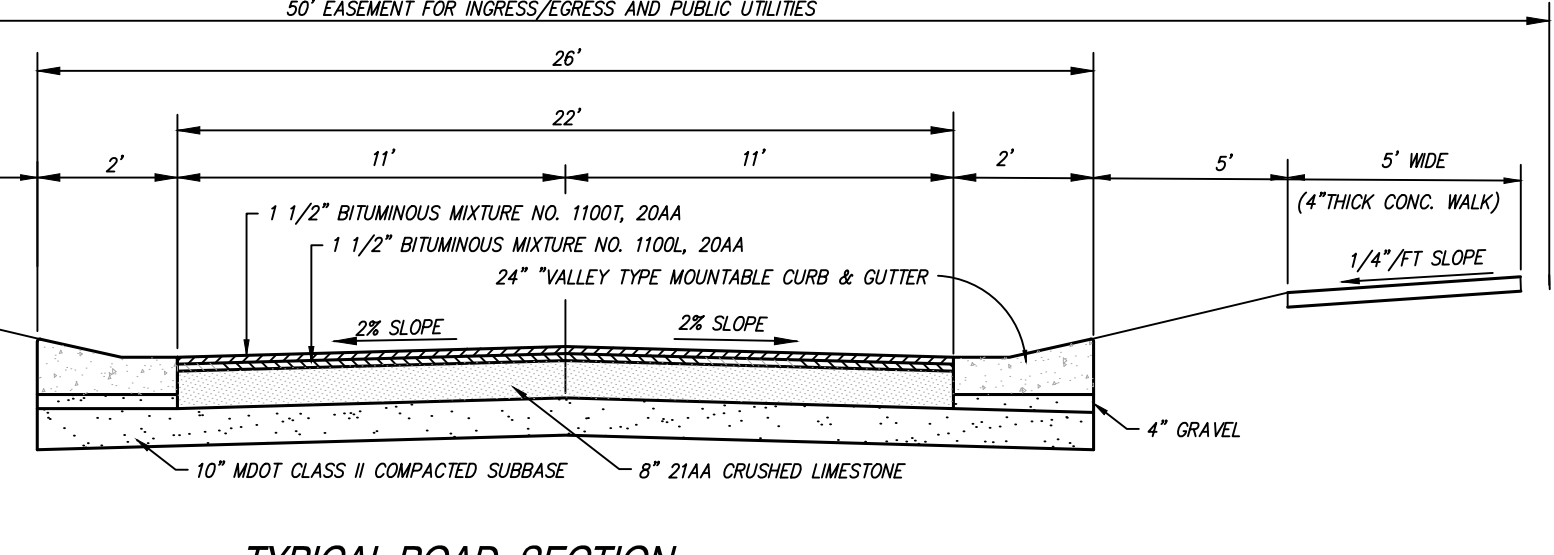


Know what's below.
Call before you dig.

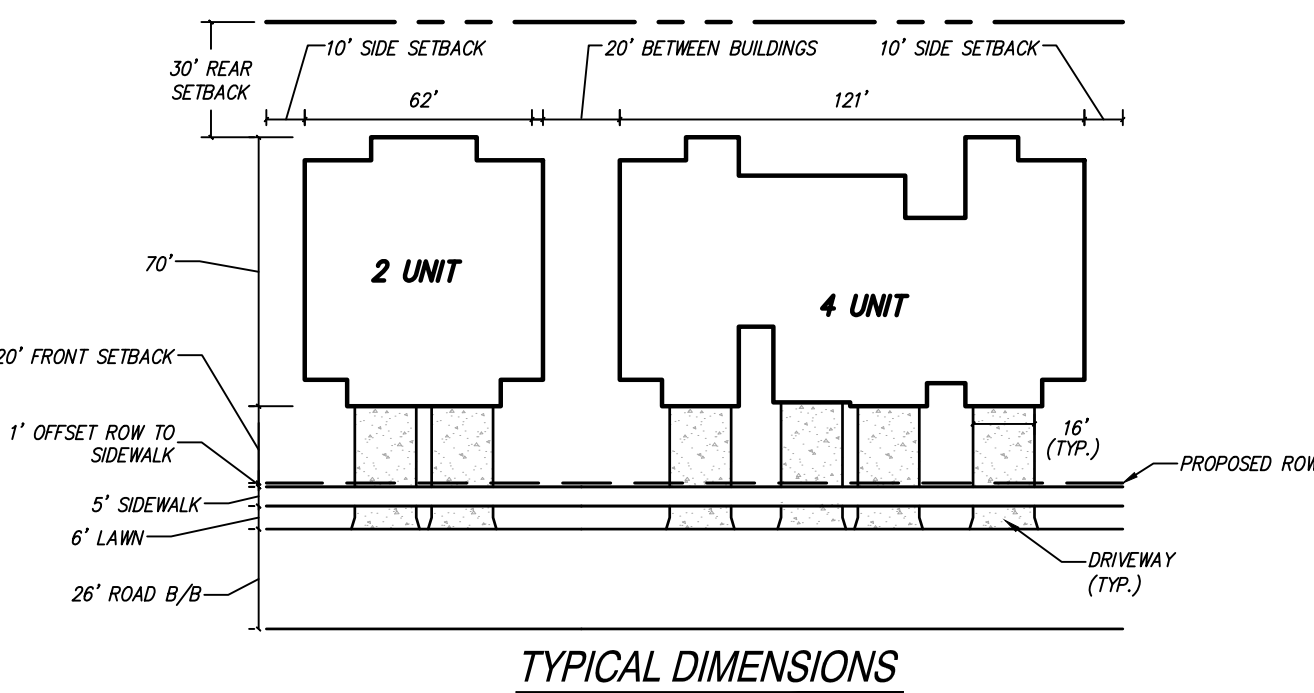
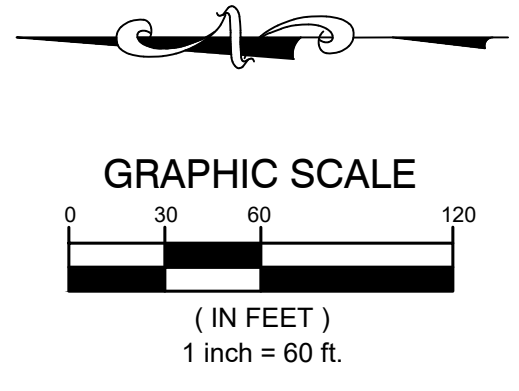


11-04-000-001
NELLE P. RISSMAN
611 BYRON ROAD, NO. 12
HOWELL, MICHIGAN 48843-1041

SITE DATA	
CURRENT ZONING	MUPUD
PHASE 2 SITE AREA	16.35 Acres
SURROUNDING PROPERTY ZONING:	
SOUTH	MUPUD
NORTH	MUPUD
EAST	MUPUD
WEST	PRF
PROPOSED BUILDING SETBACKS:	
FRONT	20' FROM ROW
REAR	30'
SIDE	10' / 20' TOTAL
DENSITY:	
UNITS	106
DENSITY	6.48 UNITS / AC (106 / 16.35)



TYPICAL ROAD SECTION
NO SCALE



TYPICAL DIMENSIONS

REVISION	DESCRIPTION	CHK'D	APPROVED	DATE
A	REVISED PER TOWNSHIP REVIEW	US	VD	07/24/19

DRAWN BY:	CP
DESIGNED BY:	JA
CHECKED BY:	JA/US
APPROVED BY:	US/VD

WESTBURY - II
GENOA TOWNSHIP, T2N, R5E
LIVINGSTON COUNTY, MICHIGAN

PRELIMINARY SITE PLAN



PLAN PREPARED BY

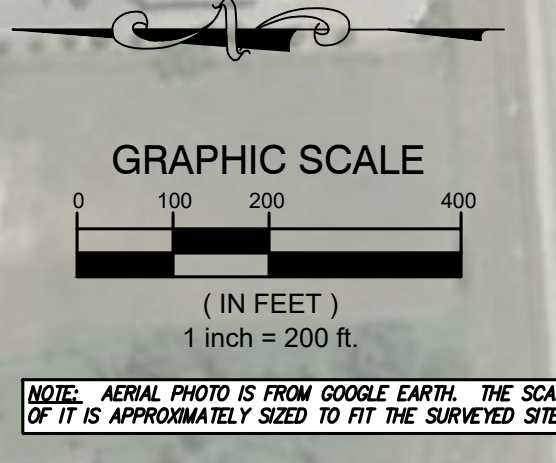
SOMAT ENGINEERING, INC.
7125 ORCHARD LAKE ROAD, SUITE 104
WEST BLOOMFIELD, MICHIGAN, 48322
P: (248) 562-7129

SINGH DEVELOPMENT COMPANY
7125 ORCHARD LAKE ROAD, SUITE 200
WEST BLOOMFIELD, MICHIGAN, 48322
P: (248) 865-1600

PROJECT NO.	2019014A
DATE:	JUNE 28, 2019
SCALE:	1" = 60'
DRAWING NO.	2 of 4

SECTION MAP	TOWN	RANGE	SECTION	PORTION CODE

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I-96

F					
E					
D					
C					
B					
A	REVISED PER TOWNSHIP REVIEW	US	VD	07/24/19	
	DESCRIPTION	CHK'D	APPROVED	DATE	
	REVISION				

DRAWN BY: CP
DESIGNED BY: JA
CHECKED BY: JA/US
APPROVED BY: US/VD

WESTBURY - II
 GENOA TOWNSHIP, T2N, R5E
 LIVINGSTON COUNTY, MICHIGAN

PRELIMINARY SITE PLAN

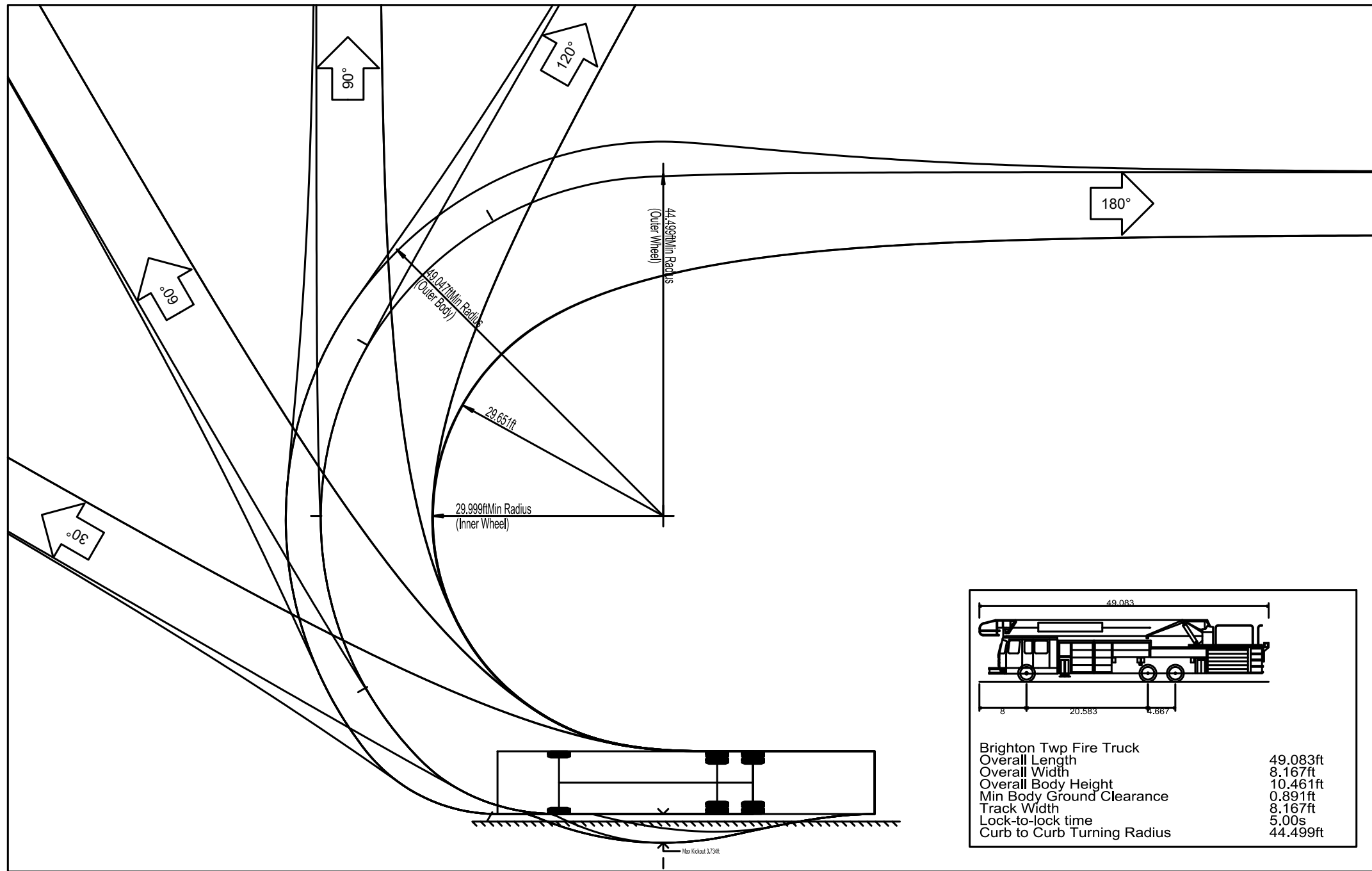
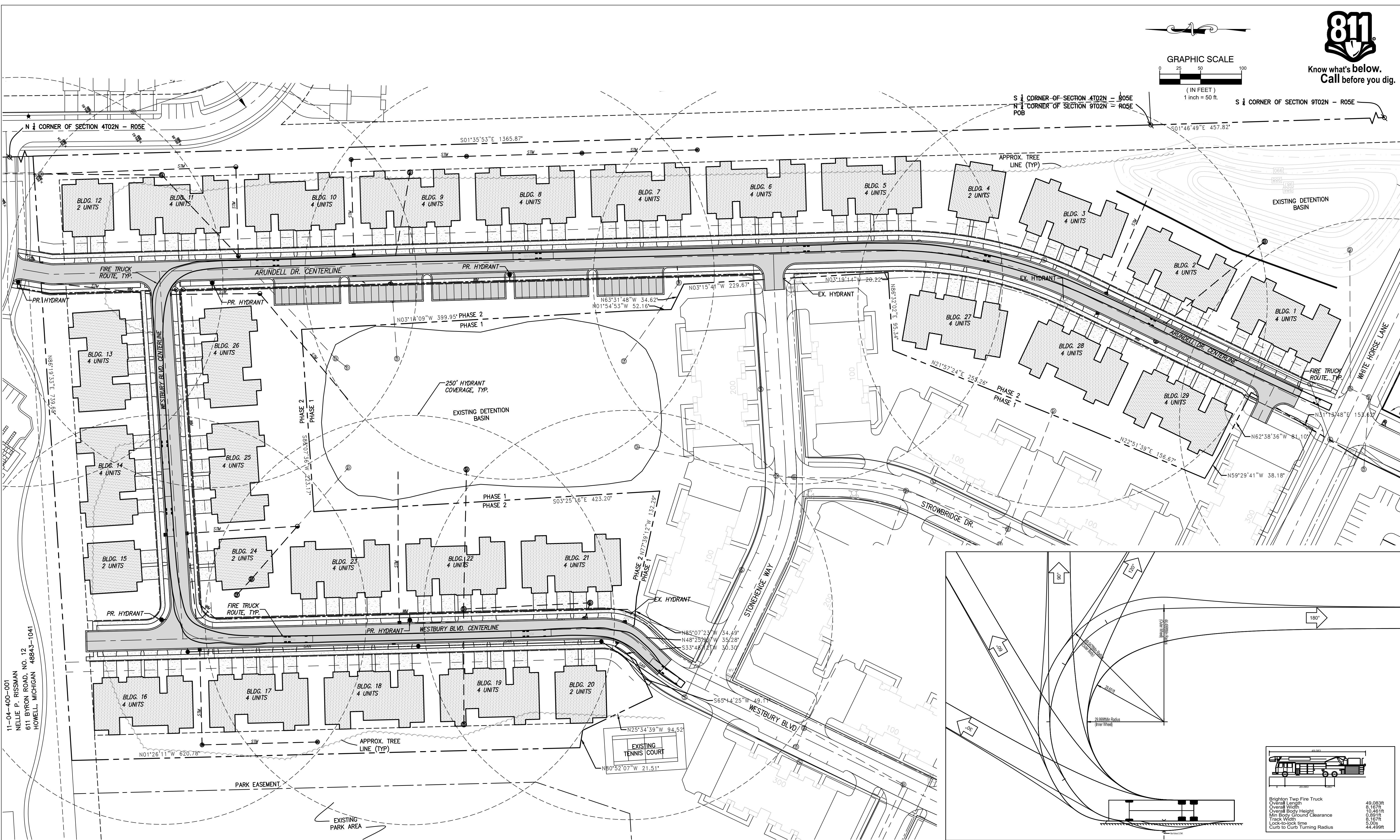
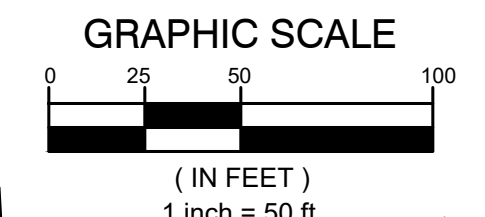
SE	PLAN PREPARED BY		SOMAT ENGINEERING, INC.	SINGH DEVELOPMENT COMPANY
			7125 ORCHARD LAKE ROAD, SUITE 104 WEST BLOOMFIELD, MICHIGAN 48322 P: (248) 562-7129	7125 ORCHARD LAKE ROAD, SUITE 200 WEST BLOOMFIELD, MICHIGAN 48322 P: (248) 865-1600
SECTION	MAP	TOWN	RANGE	SECTION
		PORTION	CODE	

PROJECT NO.	2019014A
DATE:	JUNE 28, 2019
SCALE:	1" = 200'
DRAWING NO.	3 of 4

R:\Operations\GIS\Project\Genoa - Westbury_Ph2\DWG\190307.dwg 7/23/2019 3:46:49 PM



Know what's below.
Call before you dig.



Overall Length	49.083ft
Overall Width	8.167ft
Overall Body Height	10.461ft
Min Body Ground Clearance	0.891ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	44.499ft

F					
E					
D					
C					
B					
A	REVISED PER TOWNSHIP REVIEW	US	VD	07/24/19	
	DESCRIPTION	CHK'D	APPROVED	DATE	
	REVISION				

DRAWN BY: CP
DESIGNED BY: JA
CHECKED BY: JA/US
APPROVED BY: US/VD

WESTBURY - II
GENOA TOWNSHIP, T2N, R5E
LIVINGSTON COUNTY, MICHIGAN

PRELIMINARY SITE PLAN



PLAN PREPARED BY

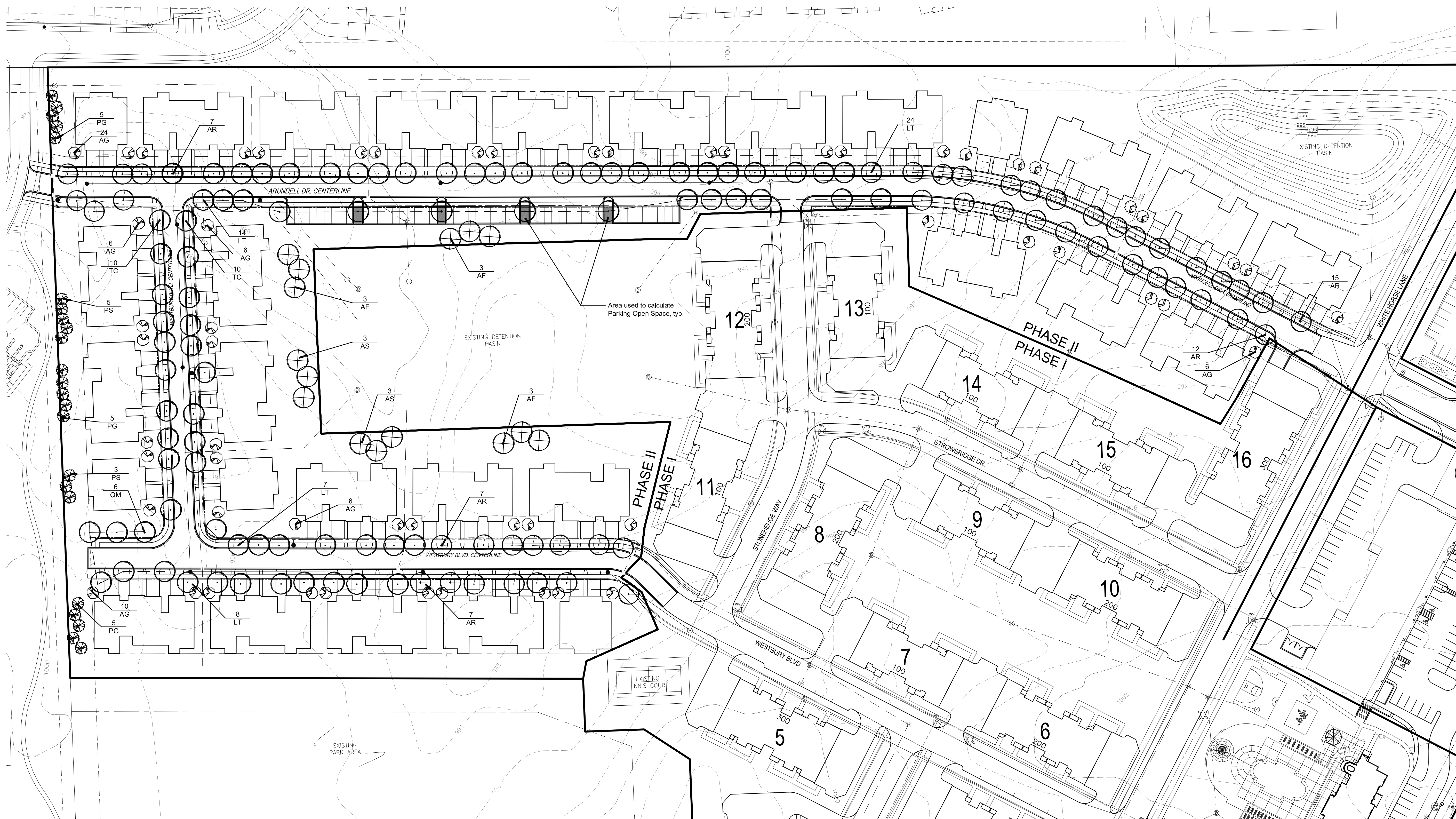
SOMAT ENGINEERING, INC.
 7125 ORCHARD LAKE ROAD, SUITE 104
 WEST BLOOMFIELD, MICHIGAN, 48322
 P: (248) 562-7129

SINGH DEVELOPMENT COMPANY
 7125 ORCHARD LAKE ROAD, SUITE 200
 WEST BLOOMFIELD, MICHIGAN, 48322
 P: (248) 865-1600

PROJECT NO.	2019014A
DATE:	JUNE 28, 2019
SCALE:	1" = 50'
DRAWING NO.	4 of 4

SECTION MAP	TOWN	RANGE	SECTION	PORTION CODE
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Seal:



Title:
Landscape Plan

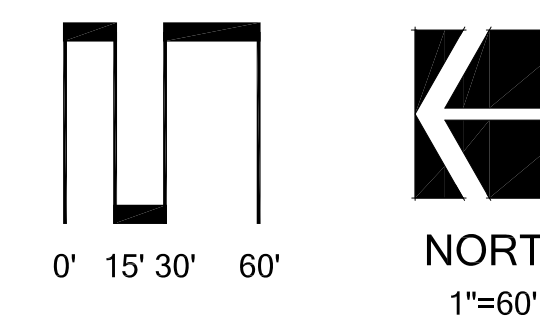
Project:
Westbury II
 Genoa Township, Michigan

Prepared for:
 Singh Development, LLC
 7125 Orchard Lake Road, Suite 200
 West Bloomfield, Michigan 48322
 248.865.1614

Revision: Issued:
 Review July 23, 2019
 Revised July 23, 2019

Job Number:
 17-061

Drawn By: Checked By:
 jca jca



Sheet No.

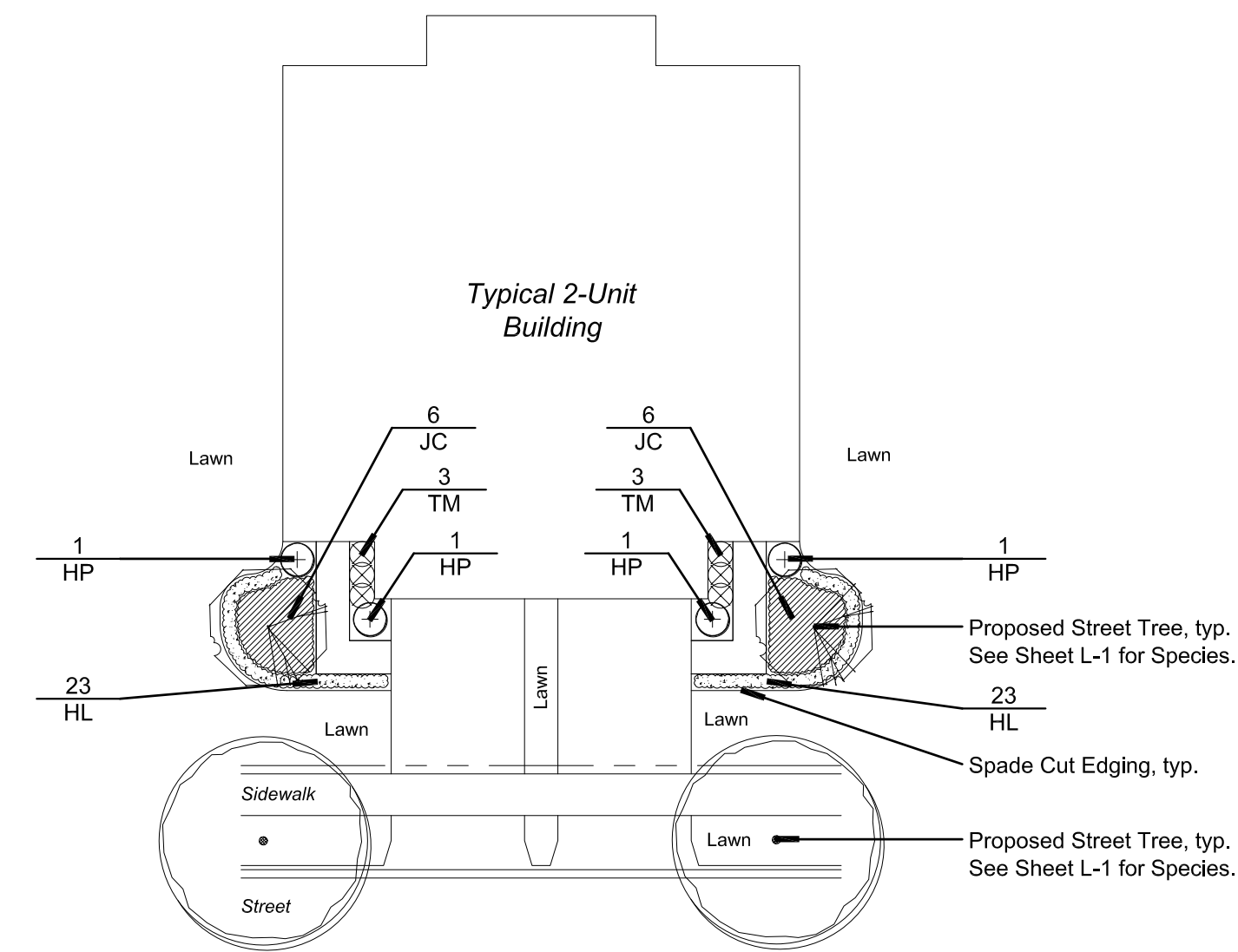
Landscape Summary

- Residential Street Trees
 Proposed Units 106
 Trees Required 212 Trees (2 per Unit)
 Trees Provided 223 Trees
- Parking Area Landscaping
 Spaces Shown 48 Spaces
 Open Space Required 480 s.f. (48 / 10) x 100
 Open Space Provided 820 s.f.
 Trees Required 4.8 Trees (48 / 10)
 Trees Provided 5 Trees

Plant List

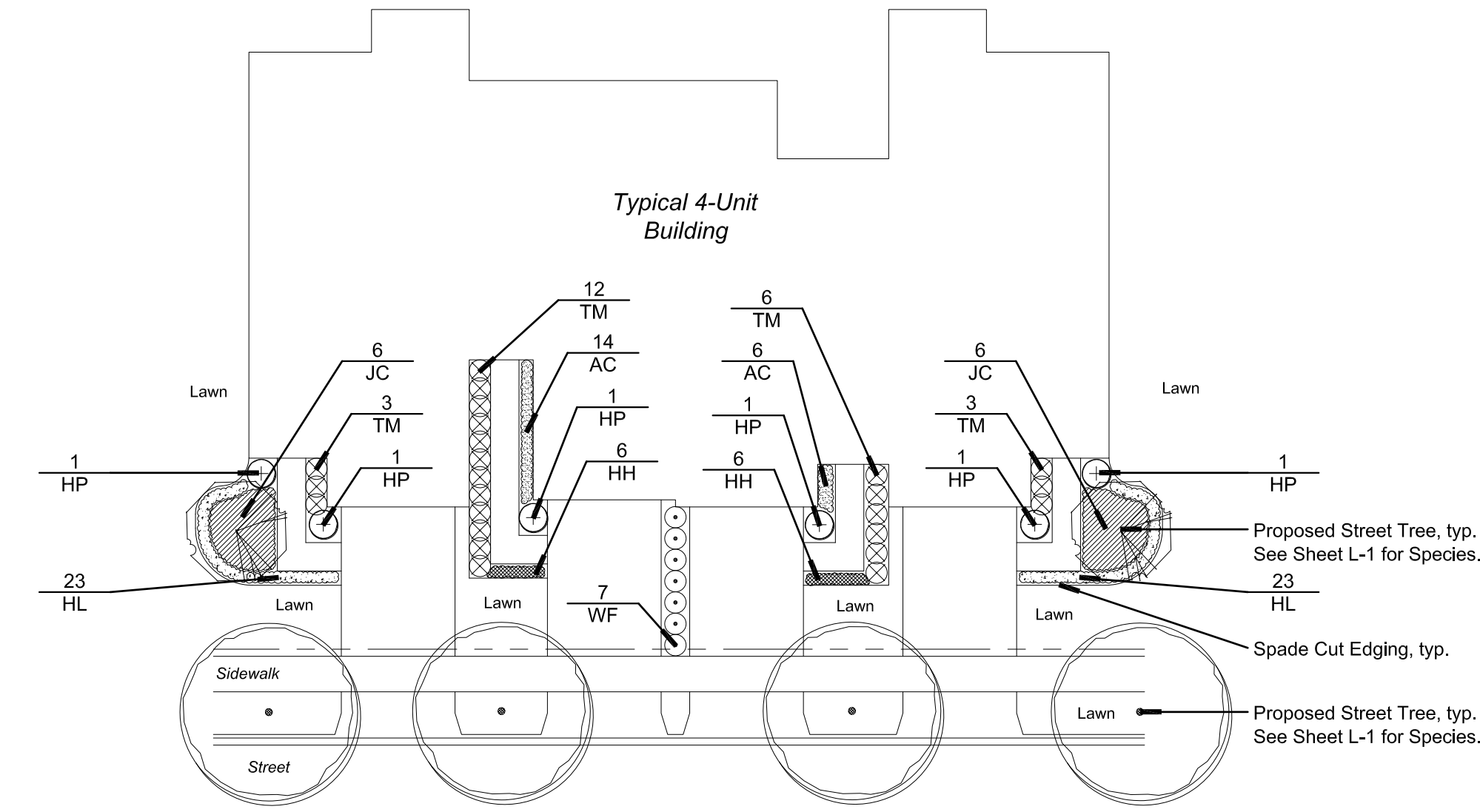
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS	DIVERSITY
AF	9	Acer x. freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5' cal.	as shown	B&B	Single straight trunk	4%
AG	58	Amelanchier x g. 'Autumn Brilliance'	Autumn Brilliance Serviceberry	7-8' ht.	as shown	B&B	Minimum 5 stems	26%
AR	48	Acer f. 'October Glory'	October Glory Red Maple	2.5' cal.	as shown	B&B	Single straight trunk	22%
AS	6	Acer saccharum 'Legacy'	Legacy Sugar Maple	2.5' cal.	as shown	B&B	Single straight trunk	3%
LT	53	Liriodendron tulipifera	Tulip Tree	2.5' cal.	as shown	B&B	Single straight trunk	24%
PG	15	Picea glauca	White Spruce	8'	as shown	B&B	Non-Sheared	7%
PS	8	Pinus strobus	White Pine	8'	as shown	B&B	Non-Sheared	4%
QM	6	Quercus macrocarpa	Burr Oak	2.5' cal.	as shown	B&B	Single straight trunk	3%
TC	20	Tilia c. 'Greenspire'	Greenspire Linden	2.5' cal.	as shown	B&B	Single straight trunk	9%





Typical 2-Unit Landscape Plan

Scale: 1" = 20'



Typical 4-Unit Landscape Plan

Scale: 1" = 20'

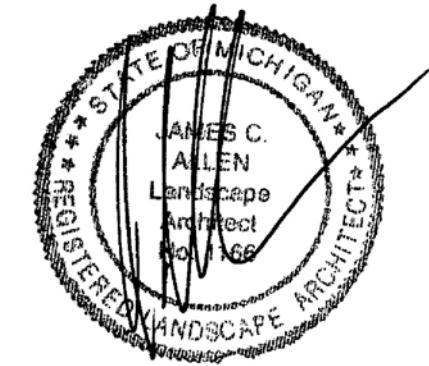
Typical 2-Unit Plant Schedule

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS
HL	46	Hemerocallis 'Little Grapette'	Little Grapette Daylily	#1	18" o.c.	cont.	Well rooted
HP	4	Hydrangea p. 'Little Lime'	Little Lime Hydrangea	30' ht.	as shown	cont.	Well rooted
JC	12	Juniperus c. 'Grey Owl'	Grey Owl Juniper	24' sprd.	as shown	cont.	Well rooted
TM	6	Taxus x m. 'Densiflormis'	Dense Yew	24'	as shown	B&B	Well rooted

Typical 4-Unit Plant Schedule

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS
AC	20	Astilbe ch. 'Visions'	Visions Astilbe	#1	18" o.c.	cont.	Red / Salmon Bloom
HH	12	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1	18" o.c.	cont.	Well rooted
HL	46	Hemerocallis 'Little Grapette'	Little Grapette Daylily	#1	18" o.c.	cont.	Well rooted
HP	4	Hydrangea p. 'Little Lime'	Little Lime Hydrangea	30' ht.	as shown	cont.	Well rooted
JC	12	Juniperus c. 'Grey Owl'	Grey Owl Juniper	24' sprd.	as shown	cont.	Well rooted
TM	6	Taxus x m. 'Densiflormis'	Dense Yew	24'	as shown	B&B	Well rooted
WF	7	Weigela f. 'Spilled Wine'	Spilled Wine Weigela	24' ht.	as shown	cont.	Well rooted

Seal:



Title:

Unit Landscaping

Project:

Westbury II
 Genoa Township, Michigan

Prepared for:

Singh Development, LLC
 7125 Orchard Lake Road, Suite 200
 West Bloomfield, Michigan 48322
 248.865.1614

Revision:

Review
 Revised

Issued:

July 23, 2019
 July 23, 2019

Job Number:

17-061

Drawn By:

jca

Checked By:

jca

Sheet No.



L-2

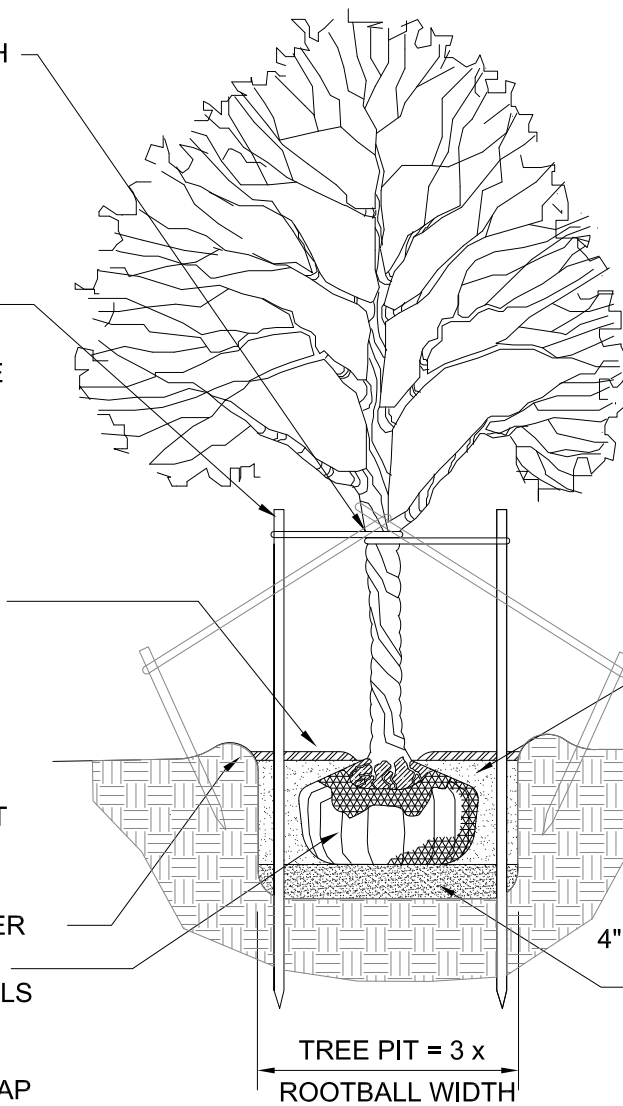
NOTE:
GUY DECIDUOUS TREES ABOVE
3" CAL. STAKE DECIDUOUS
TREES BELOW 3" CAL.

STAKE TREES AT FIRST BRANCH
USING 2"-3" WIDE BELT-LIKE
NYLON OR PLASTIC STRAPS.
ALLOW FOR SOME MINIMAL
FLEXING OF THE TREE.
REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES,
MIN. 36" ABOVE GROUND FOR
UPRIGHT, 18" IF ANGLED. DRIVE
STAKES A MIN. 18" INTO
UNDISTURBED GROUND
OUTSIDE ROOTBALL. REMOVE
AFTER ONE YEAR.

MULCH 4" DEPTH WITH
SHREDDED HARDWOOD BARK,
NATURAL IN COLOR. LEAVE 3"
CIRCLE OF BARE SOIL AT BASE
OF TREE TRUNK. PULL ANY
ROOT BALL DIRT EXTENDING
ABOVE THE ROOT FLARE AWAY
FROM THE TRUNK SO THE ROOT
FLARE IS EXPOSED TO AIR.

MOUND EARTH TO FORM SAUCER
REMOVE ALL
NON-BIODEGRADABLE MATERIALS
COMPLETELY FROM THE
ROOTBALL. CUT DOWN WIRE
BASKET AND FOLD DOWN BURLAP
FROM TOP 1/2 OF THE ROOTBALL.



NOTE:
TREE SHALL BEAR SAME
RELATION TO FINISH GRADE AS
IT BORE ORIGINALLY OR
SLIGHTLY HIGHER THAN FINISH
GRADE. IF DIRECTED BY LANDSCAPE
ARCHITECT FOR HEAVY CLAY
SOIL AREAS.

DO NOT PRUNE TERMINAL
LEADER. PRUNE ONLY DEAD OR
BROKEN BRANCHES.

REMOVE ALL TAGS, STRING,
PLASTICS AND OTHER
MATERIALS THAT ARE
UNSIGHTLY OR COULD CAUSE
GIRDLING.

PLANTING MIXTURE:
AMEND SOILS PER
SITE CONDITIONS
AND REQUIREMENTS
OF THE PLANT
MATERIAL.

SCARIFY SUBGRADE
AND PLANTING PIT
SIDES. RECOMPACT
BASE OF TO 4"
DEPTH.

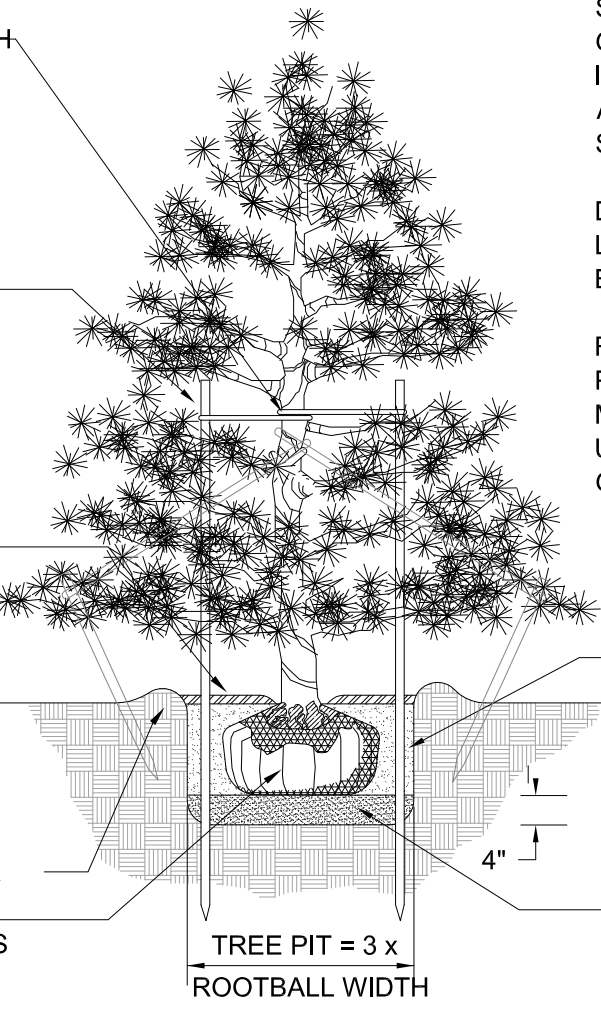
NOTE:
GUY EVERGREEN TREES ABOVE
12' HEIGHT. STAKE EVERGREEN
TREE BELOW 12' HEIGHT.

STAKE TREES AT FIRST BRANCH
USING 2"-3" WIDE BELT-LIKE
NYLON OR PLASTIC STRAPS.
ALLOW FOR SOME MINIMAL
FLEXING OF THE TREE.
REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES,
MIN. 36" ABOVE GROUND FOR
UPRIGHT, 18" IF ANGLED. DRIVE
STAKES A MIN. 18" INTO
UNDISTURBED GROUND
OUTSIDE ROOTBALL. REMOVE
AFTER ONE YEAR.

MULCH 4" DEPTH WITH
SHREDDED HARDWOOD BARK,
NATURAL IN COLOR. LEAVE 3"
CIRCLE OF BARE SOIL AT BASE
OF TREE TRUNK. PULL ANY
ROOT BALL DIRT EXTENDING
ABOVE THE ROOT FLARE AWAY
FROM THE TRUNK SO THE ROOT
FLARE IS EXPOSED TO AIR.

MOUND EARTH TO FORM SAUCER
REMOVE ALL
NON-BIODEGRADABLE MATERIALS
COMPLETELY FROM THE
ROOTBALL. CUT DOWN WIRE
BASKET AND FOLD DOWN BURLAP
FROM TOP 1/2 OF THE ROOTBALL.



NOTE:
TREE SHALL BEAR SAME
RELATION TO FINISH GRADE AS
IT BORE ORIGINALLY OR
SLIGHTLY HIGHER THAN FINISH
GRADE UP TO 6" ABOVE GRADE,
IF DIRECTED BY LANDSCAPE
ARCHITECT FOR HEAVY CLAY
SOIL AREAS.

DO NOT PRUNE TERMINAL
LEADER. PRUNE ONLY DEAD OR
BROKEN BRANCHES.

REMOVE ALL TAGS, STRING,
PLASTICS AND OTHER
MATERIALS THAT ARE
UNSIGHTLY OR COULD CAUSE
GIRDLING.

PLANTING MIXTURE:
AMEND SOILS PER
SITE CONDITIONS
AND REQUIREMENTS
OF THE PLANT
MATERIAL.

SCARIFY SUBGRADE
AND PLANTING PIT
SIDES. RECOMPACT
BASE OF TO 4"
DEPTH.

NOTE:
TREE SHALL BEAR SAME
RELATION TO FINISH GRADE AS
IT BORE ORIGINALLY OR
SLIGHTLY HIGHER THAN FINISH
GRADE UP TO 4" ABOVE GRADE,
IF DIRECTED BY LANDSCAPE
ARCHITECT FOR HEAVY CLAY
SOIL AREAS.

PRUNE ONLY DEAD OR BROKEN
BRANCHES.

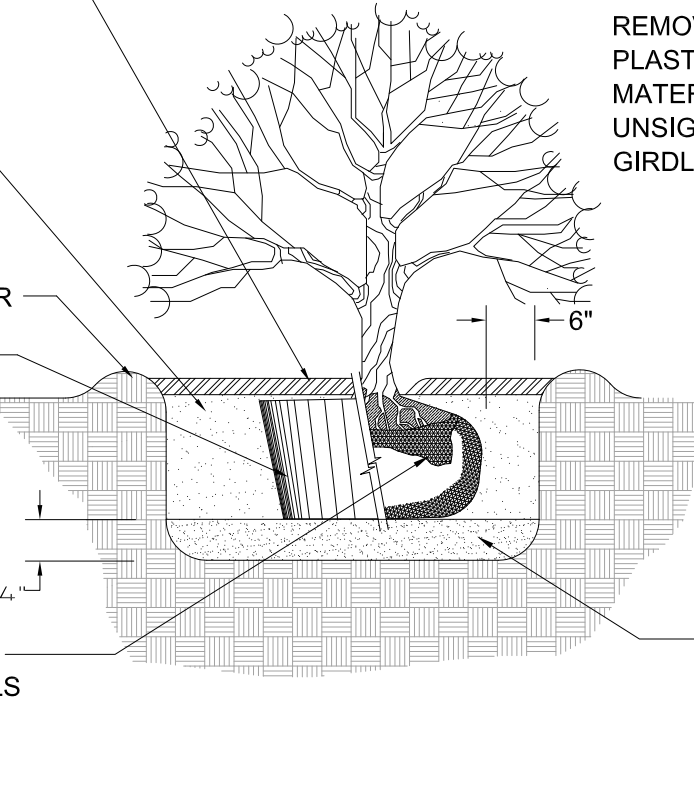
REMOVE ALL TAGS, STRING,
PLASTICS AND OTHER
MATERIALS THAT ARE
UNSIGHTLY OR COULD CAUSE
GIRDLING.

MULCH 3" DEPTH WITH
SHREDDED HARDWOOD BARK,
NATURAL IN COLOR. PULL BACK
3" FROM TRUNK.

PLANTING MIXTURE:
AMEND SOILS PER
SITE CONDITIONS
AND REQUIREMENTS
OF THE PLANT
MATERIAL.
MOUND EARTH TO FORM SAUCER

REMOVE COLLAR OF ALL FIBER
POTS. POTS SHALL BE CUT TO
PROVIDE FOR ROOT GROWTH.
REMOVE ALL NONORGANIC
CONTAINERS COMPLETELY.

REMOVE ALL
NON-BIODEGRADABLE MATERIALS
COMPLETELY FROM THE
ROOTBALL. FOLD DOWN BURLAP
FROM TOP 1/3 OF THE ROOTBALL.



DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

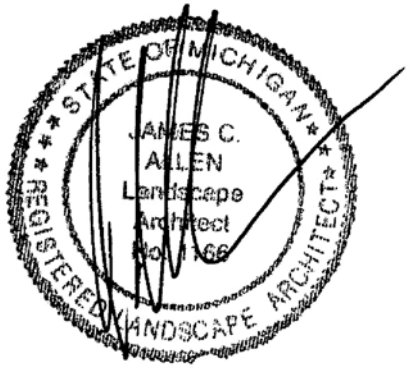
EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

SHRUB PLANTING DETAIL

NOT TO SCALE

Seal:



Title:

Landscape Details

Project:

Westbury II
Genoa Township, Michigan

Prepared for:

Singh Development, LLC
7125 Orchard Lake Road, Suite 200
West Bloomfield, Michigan 48322
248.865.1614

Revision:

Review
Revised

Issued:

July 23, 2019
July 23, 2019

Job Number:

17-061

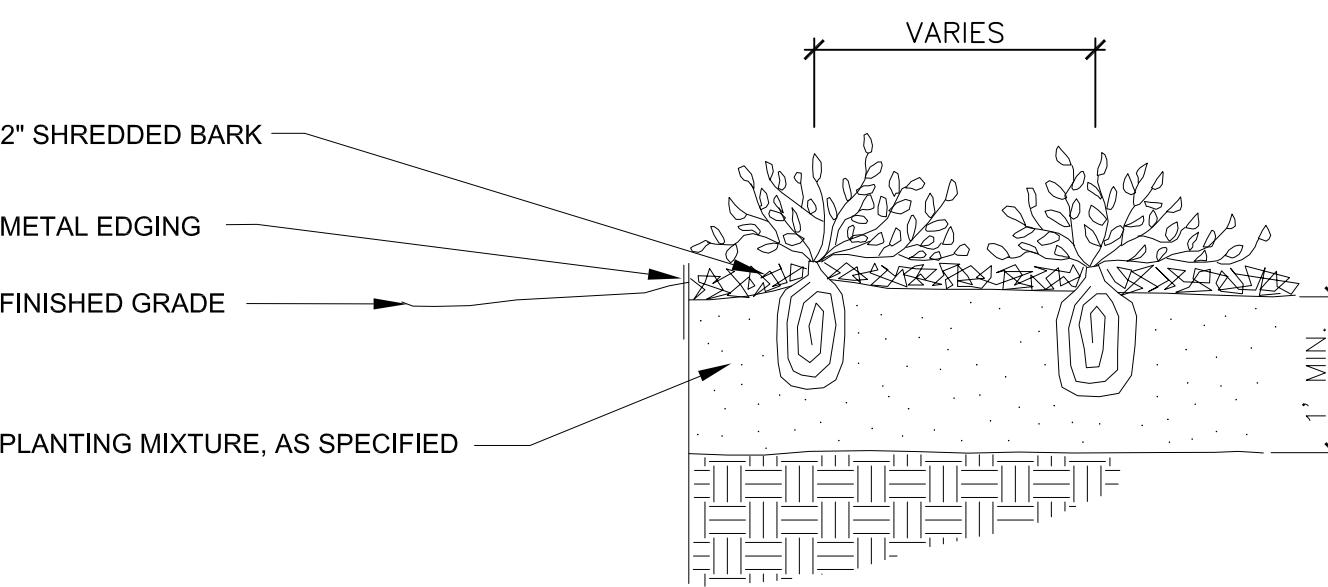
Drawn By:

jca

Checked By:

jca

Sheet No.

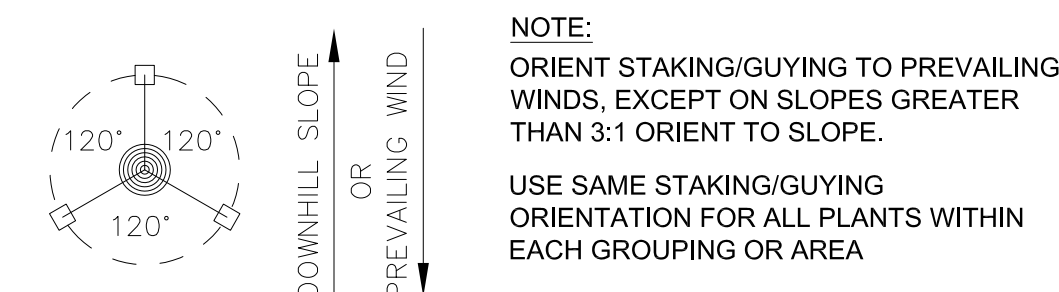


PERENNIAL PLANTING DETAIL

Not to scale

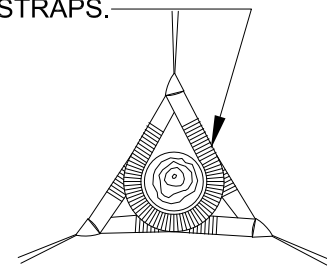
LANDSCAPE NOTES

- All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following Township approval.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
- "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched per planting details located on this sheet.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- The Landscape Architect shall be notified of any discrepancies between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
- A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
- All landscape areas shall be provided with an underground automatic sprinkler system.
- Sod shall be two year old "Baron/Cheriadelphii" Kentucky Blue Grass grown in a sod nursery on loam soil.

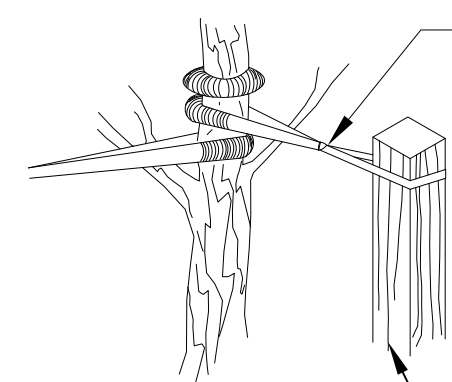


STAKING/GUYING LOCATION

2"-3" WIDE BELT-LIKE NYLON OR
PLASTIC STRAPS.



2"-3" WIDE BELT-LIKE NYLON OR
PLASTIC STRAPS.



STAKES AS SPECIFIED 3 PER
TREE

GUYING DETAIL

STAKING DETAIL

TREE STAKING DETAIL

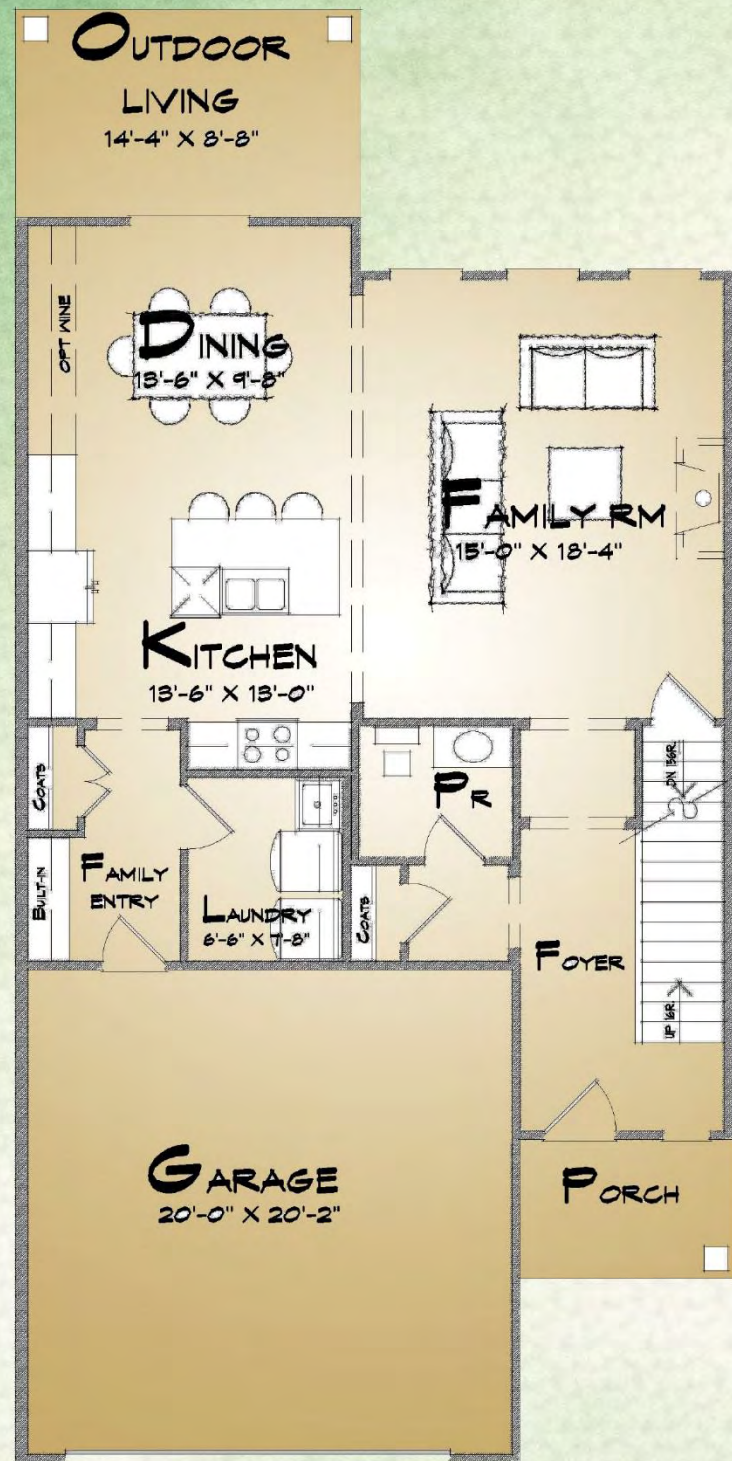
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Singh Homes

Proposed Westbury II Townhome Design

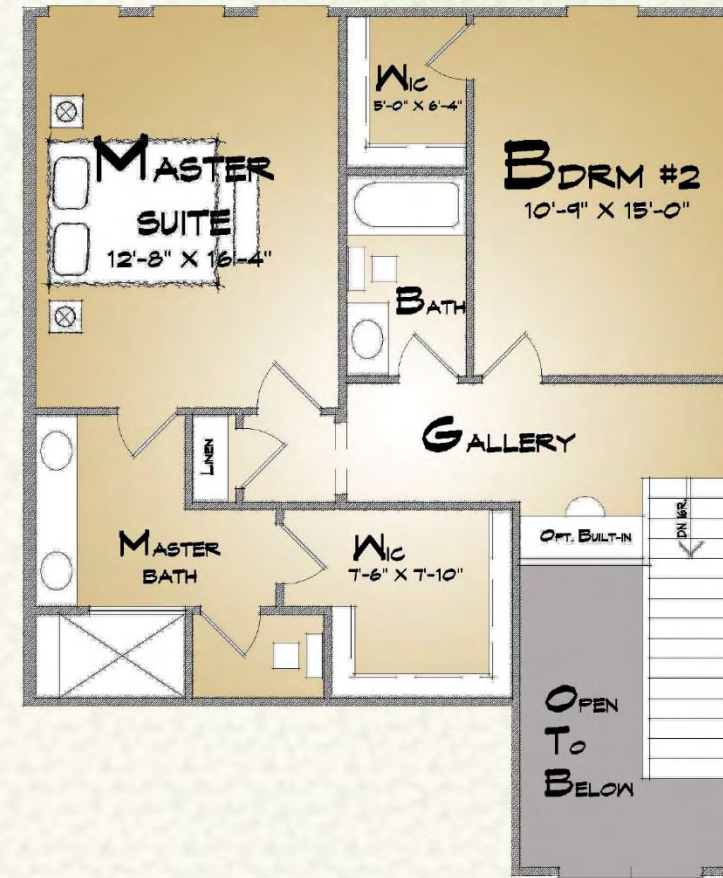
6-26-19





FIRST FLOOR

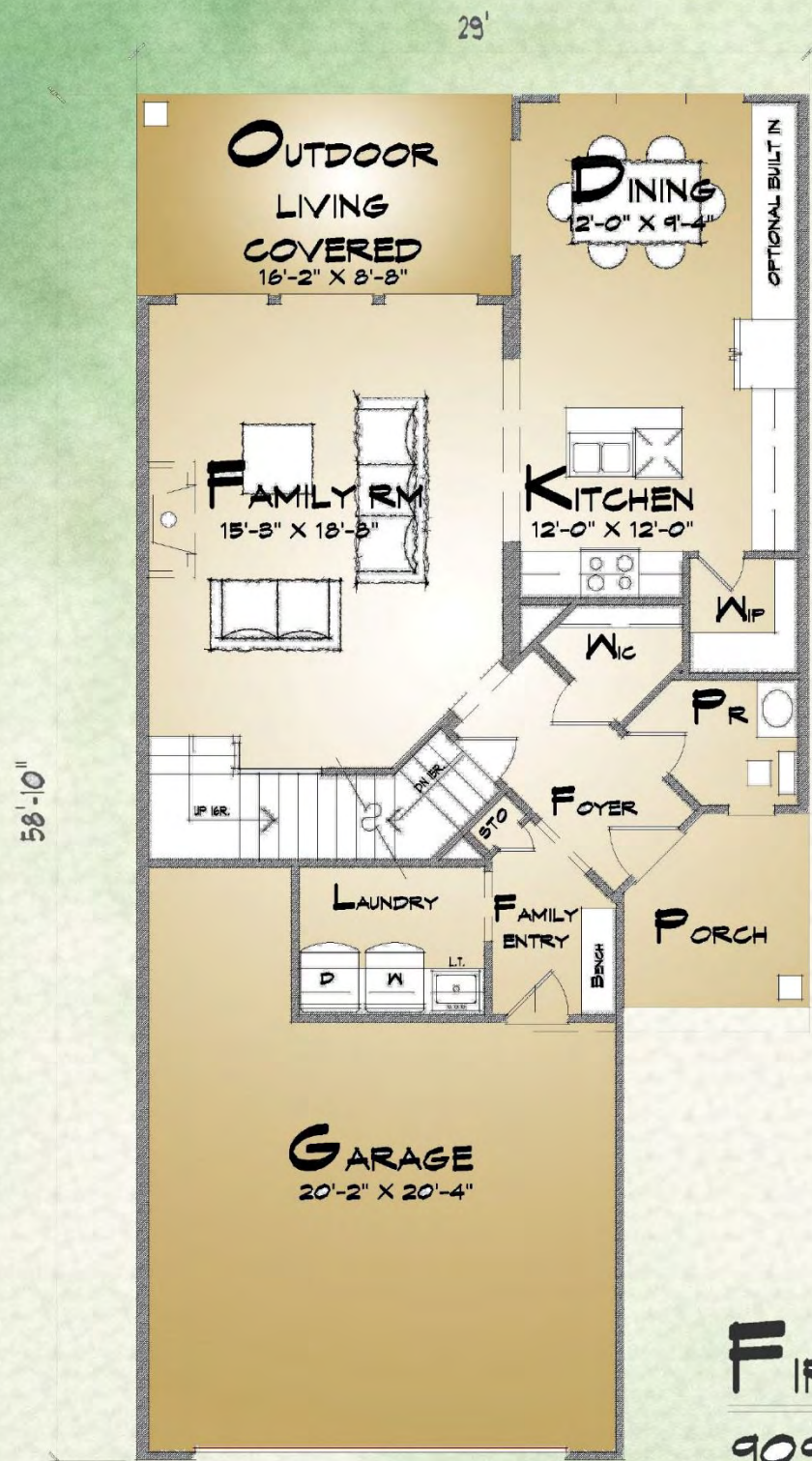
972 SQ FT
9' CLG



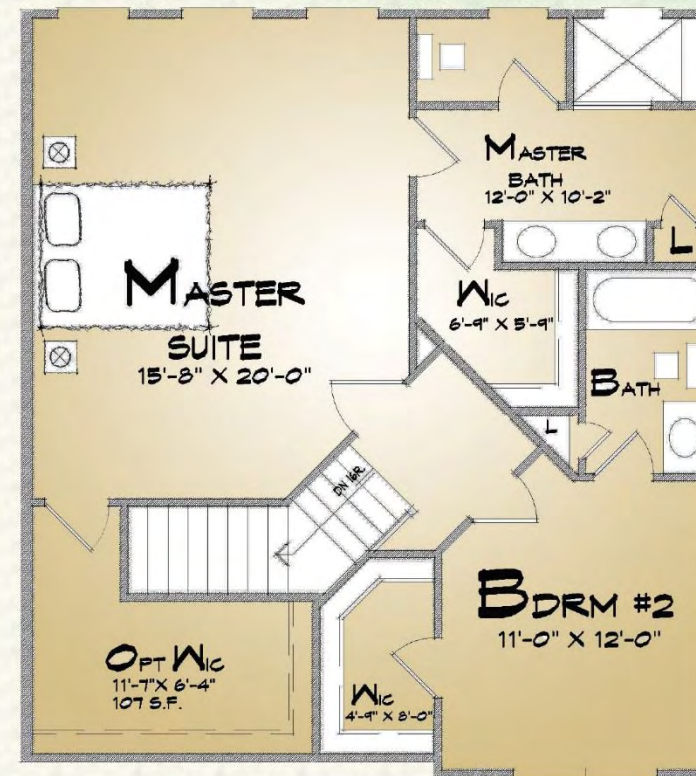
SECOND FLOOR

803 SQ FT
8' CLG

Total Area-1775 Sqft.

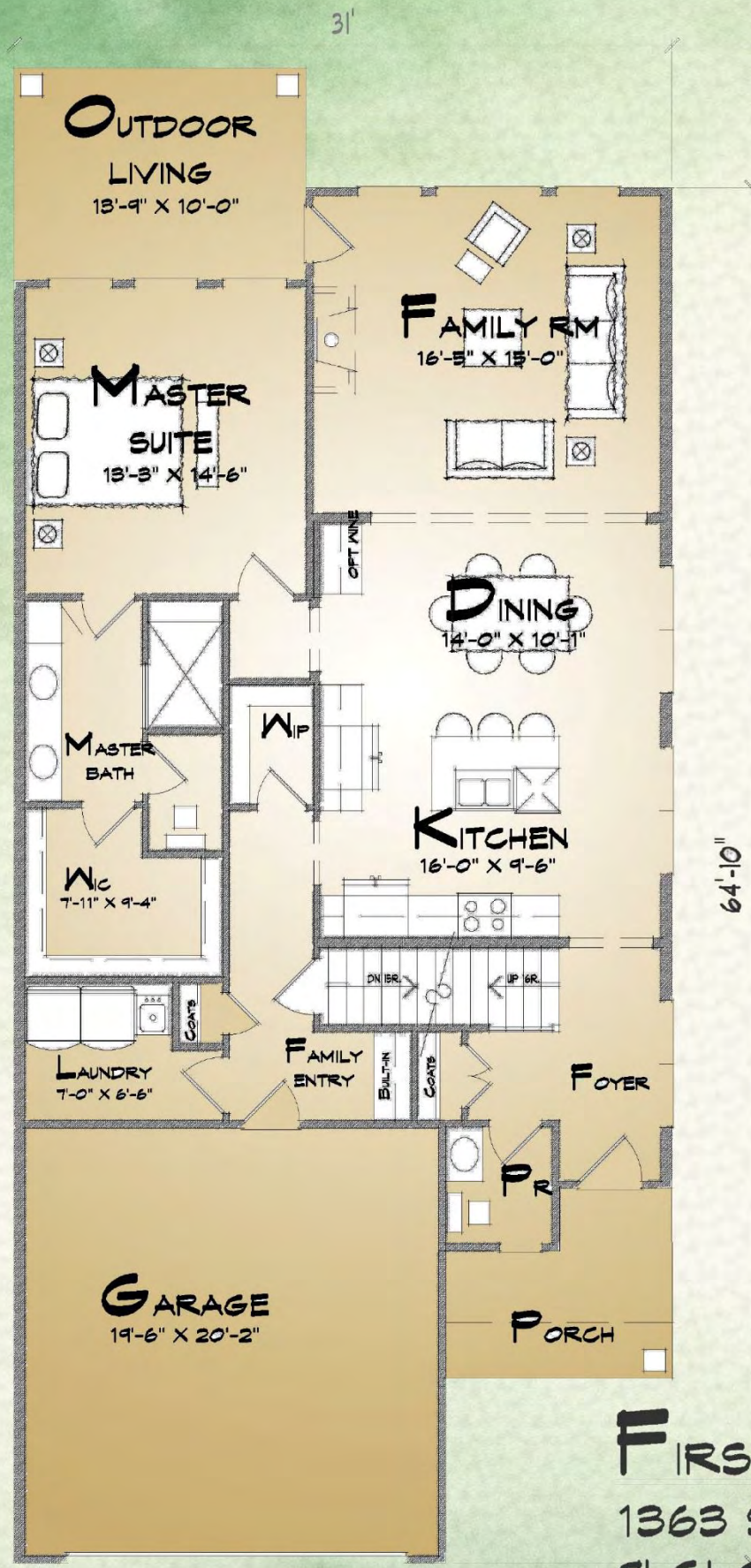


FIRST FLOOR
 909 SQ FT
 9' CLG

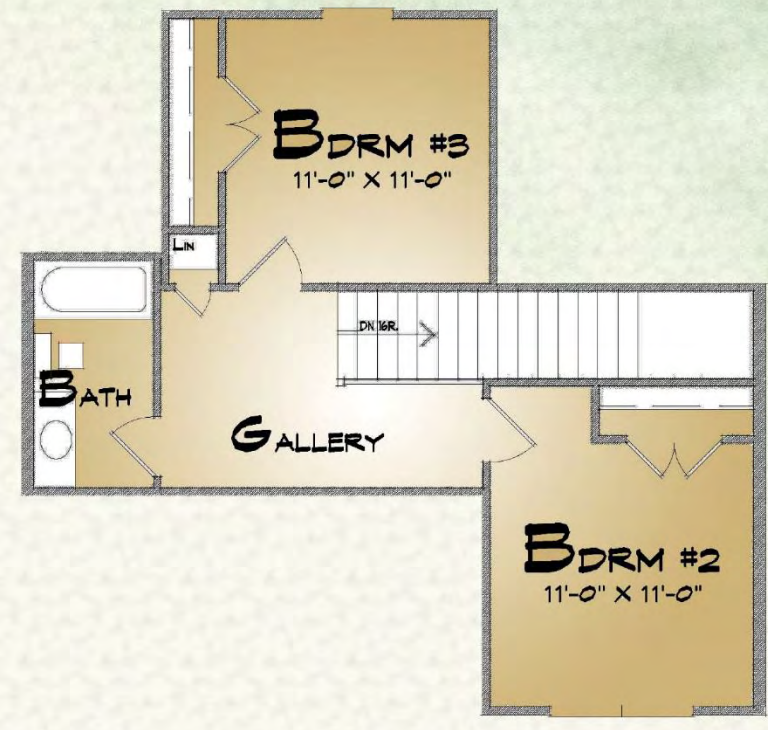


SECOND FLOOR
 770 SQ FT
 9' CLG

Total Area-1679 Sqft.

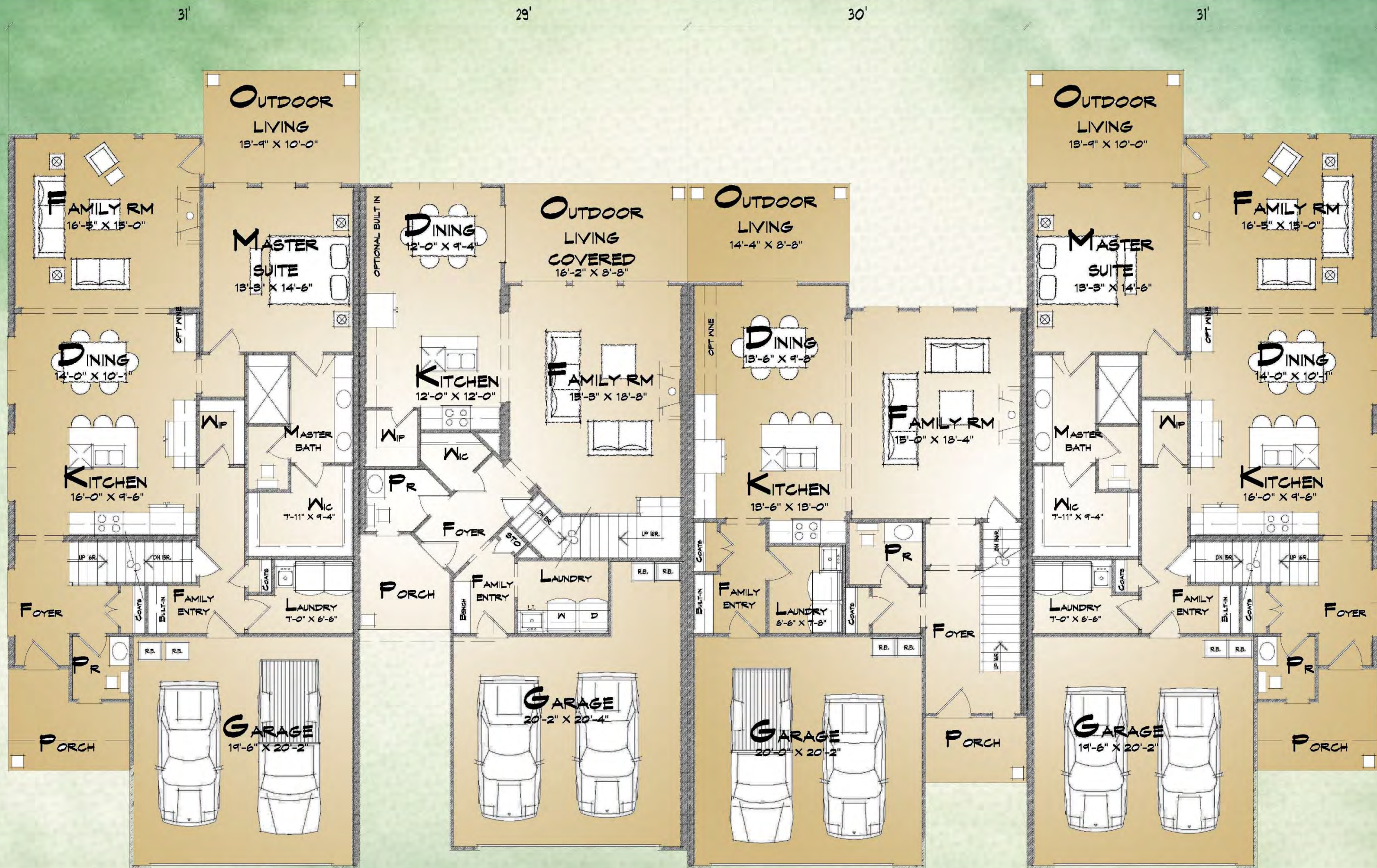


FIRST FLOOR
 1363 SQ FT
 9' CLG



SECOND FLOOR
 477 SQ FT
 8' CLG

Total Area-1840 Sqft.



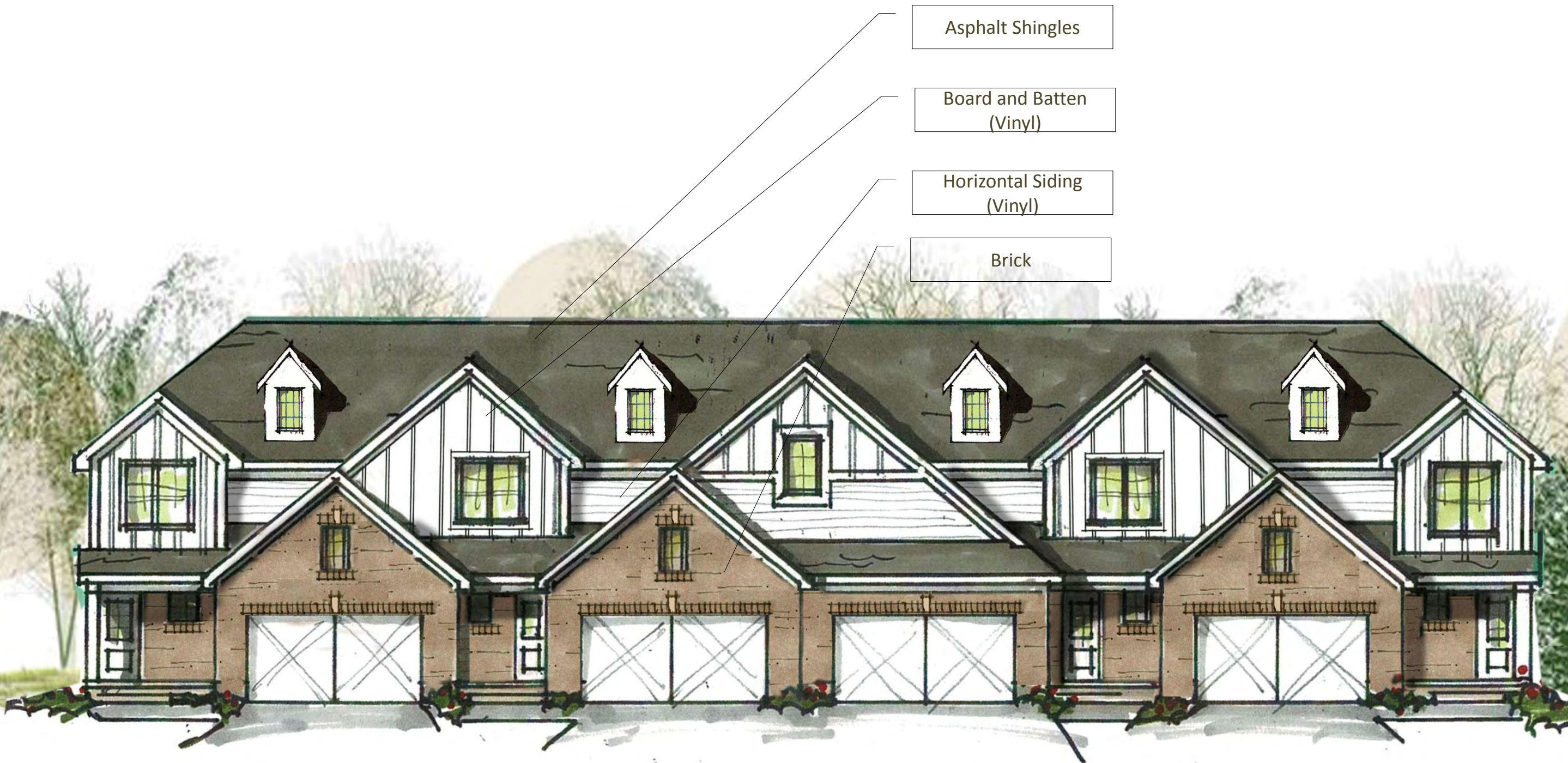
Building Composition

FIRST FLOOR



SECOND FLOOR

Building Composition



Asphalt Shingles

Board and Batten
(Vinyl)

Horizontal Siding
(Vinyl)

Brick

Proposed Quadplex Front Elevation

Note: Midpoint of roof - 28' from grade. Top of Ridge – 34' from grade.
All Materials and Heights noted are typical of Quadplex and Duplex



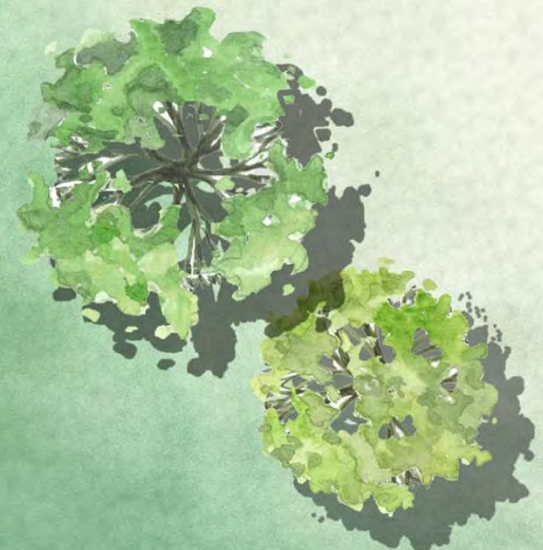
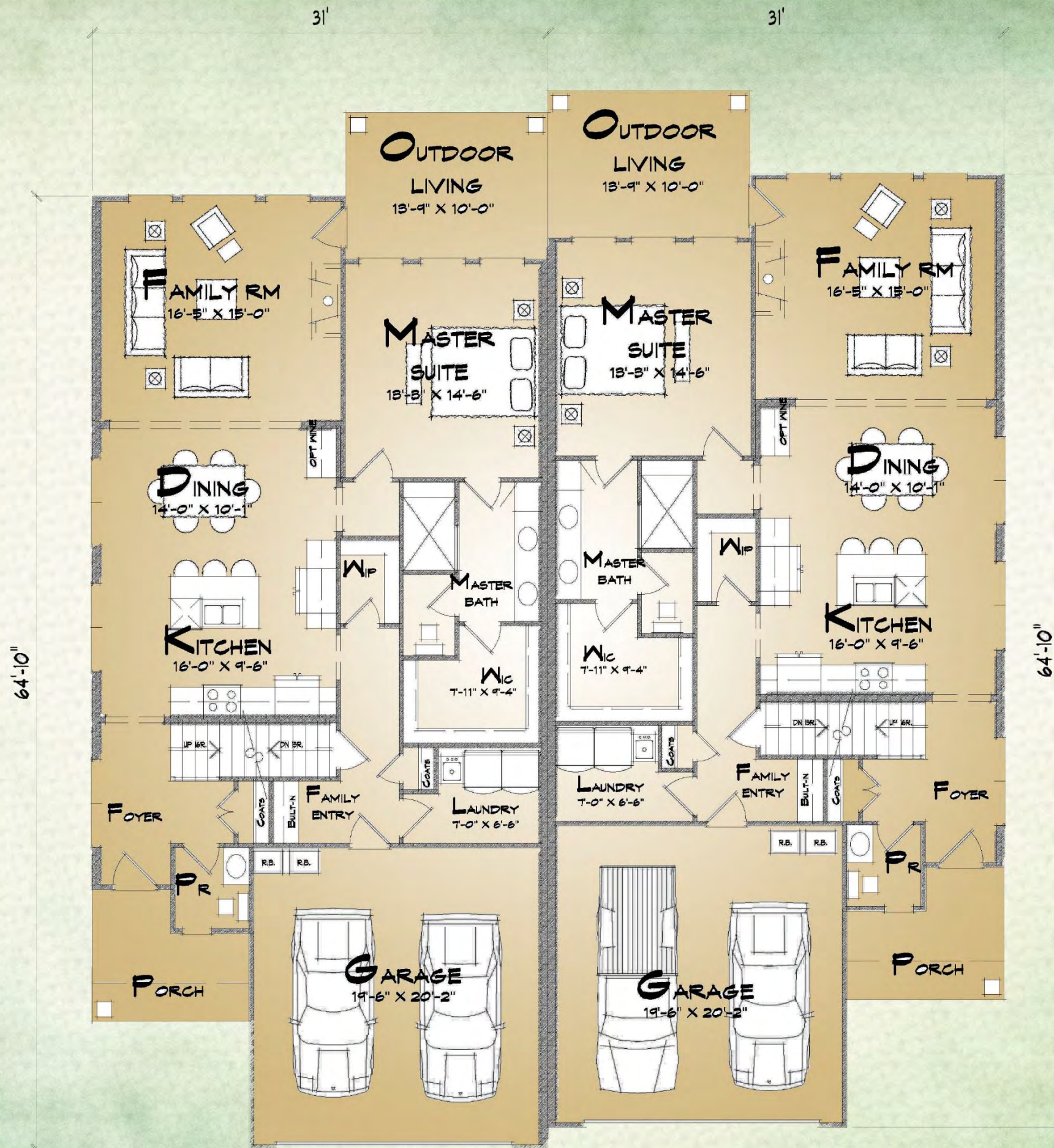
Proposed Quadplex Rear Elevation



Proposed Quadplex Right Elevation



Proposed Quadplex Left Elevation



Building Composition

FIRST FLOOR



SECOND FLOOR



Proposed Duplex Front Elevation



Proposed Duplex Rear Elevation



Proposed Duplex Right Elevation



Proposed Duplex Left Elevation

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
JULY 8, 2019
6:30 P.M.
MINUTES**

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:30 p.m. Present were Chairman Doug Brown, Jeff Dhaenens, Marianne McCreary, Jim Mortensen, Chris Grajek, and Eric Rauch. Absent was Jill Rickard. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, Brian Borden of SafeBuilt Studio, and Gary Markstrom of Tetra Tech. There were six audience members 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 6:31 pm with no response.

OLD BUSINESS:

OPEN PUBLIC HEARING #1... Review of an environmental impact assessment and a site plan for a proposed 358 sq. ft. building expansion and parking lot expansion for Enterprise Rental Car located at 7184 Grand River Avenue, Brighton. The request is petitioned by Enterprise Leasing Company.

- A. Recommendation of Environmental Impact Assessment (3-26-19)
- B. Disposition of Site Plan (7-2-19)

Mr. Scott Inman with Enterprise Rental Car and Ryan Rudolph from Rayne Construction were present. Mr. Rudolph believes that they have provided all of the information that was requested by the Township and consultants.

Mr. Markstrom stated that the applicant has addressed his concerns. There are some minor items that he can address with the applicant and revised before presentation to the Township Board.

Mr. Borden stated his items have been addressed; however, he had some points to note that were stated in his letter dated July 1, 2019.

Planning Commission Meeting
July 8, 2019 Unapproved Minutes

1. The Commission may allow building materials that do not comply with Section 12.01 (too much vinyl siding) since they will match the existing building.
2. The parking calculations on Sheet C2.0 need to be corrected and 2 additional barrier-free parking spaces are required. Mr. Rudolph stated he can add the spaces per his suggestion.
3. The applicant should provide specification sheets for the proposed light fixtures.
4. The landscape plan is deficient in buffer zone B and detention pond plantings. The applicant did make modifications to the original plan; however, they are still missing the required amount of plantings. The Planning Commission can modify this requirement; however, he recommends that the buffer zone plantings be required. Mr. Rudolph noted that there are existing plantings in that area; however, they can add additional plantings as required.

The call to the public was made at 6:45 pm with no response.

Moved by Commissioner Grajek, seconded by Commissioner Rauch, to recommend to the Township Board approval of the Environmental Impact Assessment dated March 26, 2019 as written. **The motion carried unanimously.**

Moved by Commissioner Grajek, seconded by Commissioner Dhaenens, to approve the Site Plan dated July 2, 2019 with the following conditions:

- Allowing the use of vinyl siding, which does not meet ordinance, due to the existing siding used on the building.
- Two barrier free spaces shall be added and approved by staff.
- Lighting will be converted to LED lighting throughout the development and spec sheets shall be provided.
- Additional plantings shall be included in the buffer zone to the rear, which can be approved by staff.
- Compliance with the Engineer's review letter July 2, 2019.

The motion carried unanimously.

NEW BUSINESS:

OPEN PUBLIC HEARING #2... Review of a special use, site plan and environmental impact assessment for outdoor sales, storage and display for Home Depot. The

property in question is located at 3330 E. Grand River Howell. The request is petitioned by Scott A. Mommer.

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment. (6-12-19)
- C. Recommendation of Site Plan. (6-10-19)

Brent LaVanway of Boss Engineering was present. There are three types of storage areas for which they are requesting approval. One is a temporary storage area for materials prior to being brought into the building, permanent product display areas in the front, and then the temporary seasonal storage area, which includes the outside plant and flower area in part of the parking lot.

Mr. Borden reviewed the outstanding issues of his letter dated July 2, 2019.

The revised submittal does not demonstrate full compliance with the landscaping/screening conditions of Section 7.02.02(d). There is not a full Buffer Zone B shown on the plans. The applicant is required to screen the entire height of the outdoor storage.

The applicant should identify the dimensions and square footage of each outdoor area proposed, with an understanding that they will be limited to such areas.

He noted that the reason this item is on the agenda this evening is because the Township has dealt with many years of outdoor storage enforcement issues.

Commissioner Mortensen agrees that this has been an ongoing issue for years and Home Depot is simply doing what they want. He definitely wants the storage in the rear to have screening and what is being proposed is not sufficient.

Commissioner Dhaenens agrees that the specific sizes of the areas for the storage should be noted on the plans. He does not agree with the storage in the middle of the parking lot.

Commissioner Grajek would like to have the sheds moved from the front of the building. He understands that the grade drops and there are trees screening the site, so they can't be seen from the road anyway. He stated that if the items are kept where they are supposed to be and kept organized and neat then there would not be a problem with it, but he agrees with Commissioner Mortensen's comment that it seems Home Depot is doing what they want.

Mr. LaVanway believes that the trees along Grand River provide appropriate screening for the site.

Commissioner Rauch does not agree with the 12-foot chain link fence that is providing security for the rental equipment. He is not in favor of this proposal. He does not want to approve permanent outdoor displays. He suggested that this type of outdoor seasonal storage be reviewed and approved each year as it is done with other uses of this type.

Commissioner McCreary agrees with Commissioner Rauch and she does not approve of the sheds being displayed in the front of the store.

Chairman Brown was surprised when he saw the number of violations that have been issued to Home Depot over many years and that they have not done anything to comply with the ordinance.

Ms. VanMarter referenced Commissioner Rauch's suggestion about the administrative process to obtain a seasonal display. Seasonal display permits area only valid for 28 days, which is why staff recommended that the applicant obtain approval for a formal plan.

She suggested that if the areas are approved, they should be delineated in some way (pavement markings, bollard posts, etc.). When staff is enforcing the site plan, it is difficult to determine if they are staying within the allowable area.

They do receive complaints from drive by traffic due to the staging of the material in the northwest corner of the building.

Commissioner Grajek understands that Home Depot needs to have outdoor storage and seasonal displays in order to do business, but they are good members of the community. He would like the Township to be able to meet with them and come to an agreement. Ms. VanMarter will coordinate a meeting.

Commissioner Rauch noted that the site has over 100 extra parking spaces and suggested that they develop an outdoor and seasonal display area that can be delineated and screened properly.

The call to the public was made at 7:25 pm with no response.

Ms. VanMarter suggested postponing this item until the August 12 Planning Commission meeting.

Moved by Commissioner Grajek, seconded by Commissioner Mortensen, to postpone Open Public Hearing #2, at the applicant's request, until the August 12, 2019 Planning Commission meeting. **The motion carried unanimously.**

OPEN PUBLIC HEARING #3...Review of a special use, site plan and environmental impact assessment for outdoor sales, storage and display for Lowe's. The property in question is located at 1100 S. Latson Road, Howell. The request is petitioned by Lowe's Home Centers, LLC.

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment (6-18-19)
- C. Recommendation of Site Plan. (6-18-19)

Mr. Todd Simmons of Freeland & Kauffman, the engineer for Lowe's, was present. He is aware of the ongoing issues with the outdoor storage and display at Lowe's. He met with Township staff and developed the plan that was submitted for review this evening. He reviewed the plan, specifically the screening of the areas. Some areas may not have completely met the ordinance; however, they believe their proposal meets the intent of the ordinance.

As it relates to the engineer's concerns that these areas are on utility easements, they understand that if any maintenance needs to be done on the utilities, their items would need to be removed.

Commissioner Mortensen stated he has the same concerns with Lowe's and the numerous violations that they have received that he did with Home Depot. Mr. Borden reviewed his letter dated July 2.

1. Because this is a PUD, it is suggested that the Township require the applicant to provide a cross-access easement to the outlot adjacent to the east.
2. Aside from the screening requirements (Buffer Zone B), the revised submittal is generally compliant with the conditions of Section 7.02.02(d). There is not a full Buffer Zone B shown on the plans.

3. They request the applicant identify the dimensions and square footage of each outdoor area proposed, with an understanding that they will be limited to such areas.

Mr. Markstrom reviewed his letter dated June 28, 2019.

The proposed quick load area is on top of the existing water main easement and the proposed Area B shown on the east side of the existing building is within the existing sanitary sewer easement. He somewhat agrees with the applicant that if there is maintenance needed, materials would be able to be moved, but that shouldn't have to be done.

Mr. Simmons does not agree with the cross access easement. There is a lot of truck and forklift traffic in that area and Lowe's has safety and liability concerns. Commissioner Grajek stated that if the access easement is not granted, it is putting the residents of the Township in danger, and if it is not done, then he will not vote in favor of the proposal. Commissioner Dhaenens agrees.

Ms. Renee Paul, the store manager, reiterated the safety and liability concerns stated by Mr. Simmons. It would be putting the employees at risk as there is a lot of forklift traffic in this area. She would like to see if there is another location where the drive could be installed. Ms. VanMarter showed on the site plan where the proposed drive would be installed. It would allow traffic to and from Grand Oaks drive to enter the parcel to the east south of where the forklift traffic and quick load area is located.

Commissioner Rauch questioned areas C & D, which area called "corrals". Ms. Paul stated the corrals in Area C are flush to the building, but there is no fencing. The corrals in Area D in the parking lot are plant racks for extra flowers that cannot be brought into the garden center. She can provide pictures of what is being proposed for the corrals.

Commissioner Rauch would approve Areas A through C; however, he would like to see some enhancements to Area C. He also has concerns with Area D. He also would not approve the request without the cross access easement being granted.

Commissioner Grajek stated that the areas should be delineated so that code enforcement can ensure that the storage and display areas are staying within what was approved.

Ms. VanMarter stated she could meet with this applicant to assist them with developing a plan.

The call to the public was made at 8:07 pm with no response.

Mr. Simmons requested to have this item postponed until the August 12 meeting.

Moved by Commissioner Grajek, seconded by Commissioner Dhaenens, to postpone Open Public Hearing #3, at the applicant's request, until the August 12, 2019 Planning Commission meeting. **The motion carried unanimously.**

ADMINISTRATIVE BUSINESS

Staff Report

Ms. VanMarter stated the two items postponed this evening and Moretti Estates will be on the August meeting agenda.

Approval of the June 24, 2019 Planning Commission meeting minutes

Moved by Commissioner McCreary, seconded by Commissioner Dhaenens, to approve the minutes of the June 24, 2019 Planning Commission Meeting as presented. **The motion carried unanimously.**

Member Discussion

Commissioner Mortensen stated that permanent outdoor displays, sales, and storage has never been allowed before, so if it is going to be approved for Lowe's and Home Depot, the Township must determine specifically what it wants to allow and not allow.

Adjournment

Moved by Commissioner Grajek, seconded by Commissioner Mortensen, to adjourn the meeting at 8:31 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary