

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
NOVEMBER 14, 2022  
6:30 P.M.  
AGENDA**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**DECLARATION OF CONFLICT OF INTEREST:**

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

**OPEN PUBLIC HEARING #1**...Consideration of a special use application, environmental impact assessment and sketch plan for the storage of hazardous materials for Bottcher Systems located at 1349 Grand Oaks Drive, south of Grand River Avenue and North of I-96 on the east side of Grand Oaks. The request is petitioned by Bottcher America.

- A. Recommendation of Special Use Application.
- B. Recommendation of Environmental Impact Assessment (dated 10-18-22)
- C. Recommendation of Sketch Plan (dated 8-1-22)

**OPEN PUBLIC HEARING # 2**...Consideration of an amendment to the Summerfield Pointe Planned Unit Development Agreement, preliminary condominium site plan and environmental impact assessment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums. The project is located on Lawson Drive, North of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.

- A. Recommendation of PUD Agreement Amendment
- B. Recommendation of Environmental Impact Assessment (9-26-22)
- C. Recommendation of Preliminary Site Condominium Plan (9-26-22)

**OPEN PUBLIC HEARING #3**...Consideration of a sketch plan for a proposed dumpster enclosure, deck and gravel drive for Image Pros located at 1910 Dorr Road, west side of Dorr Road and south of Grand River Avenue. The request is petitioned by Stephanie Konker.

- A. Disposition of Sketch Plan (9-22-22)

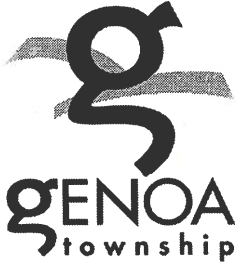
**OPEN PUBLIC HEARING #4**...Consideration of a sketch plan for propose camp zip line structures including a climbing tower, terminating pole and a deck for the Our Lady of the Fields located at 7000 McClements Road, south side of McClements Road, between Kellogg and Euler Roads. The request is petitioned by Chaldean Catholic Church of the United States.

- A. Disposition of Sketch Plan (10-26-22)

**OPEN PUBLIC HEARING #5**...Public hearing for the proposed Genoa Charter Township Master Plan.

**ADMINISTRATIVE BUSINESS:**

- *Staff Report*
- *Approval of September 12, 2022 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: Bottcher America Corporation  
*If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

OWNER'S NAME & ADDRESS: 4600 Mercedes Drive Belcamp MD 21017

SITE ADDRESS: 1349 Grand Oaks Drive Howell MI 48843 PARCEL #(s): 11-08-101-008

APPLICANT PHONE: (734) 649-3488 OWNER PHONE: (248) 343-2058

OWNER EMAIL: sshaya@shayalawfirm.com

LOCATION AND BRIEF DESCRIPTION OF SITE: \_\_\_\_\_

14,314 square foot building located at 1349 Grand Oaks Drive Howell MI 48843 zoned industrial class C , built 1997 with fire suppression

BRIEF STATEMENT OF PROPOSED USE: \_\_\_\_\_

Private Label Compounding / Specialty Blending of Fountain Solutions & Printing Aids 1 shift production product for use in the Printing & Packaging Industry

Short Term storage and Distribution with all products stored inside following the NFPA regulations and standard

THE FOLLOWING BUILDINGS ARE PROPOSED: No proposed construction.  
Leasing current building.

**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: Steve Gibson Logistics Manager Bottcher America Corp

ADDRESS: 4600 Mercedes Drive Belcamp MD 21017

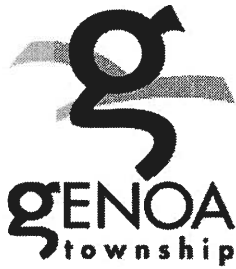
**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:

1.) Nikki Calloway of Bottcher America at Nikki.calloway@boettcher-systems.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: Steve Gibson DATE: 06-01-2022  
PRINT NAME: Steve Gibson PHONE: 410 306 7219 cell 410 422 5822  
ADDRESS: 4600 Mercedes Drive Belcamp MD 21017



# GENOA CHARTER TOWNSHIP

## Special Land Use Application

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

APPLICANT NAME & ADDRESS: Bottcher America 4600 Mercedes Drive Belcamp MD 21017

*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.*

APPLICANT PHONE: ( 734 649 3488 ) EMAIL: nikki.calloway@boettcher-system.com

OWNER NAME & ADDRESS: ND Industries 1000 North Crooks Rd Clawson, MI 48017

SITE ADDRESS: 1349 Grand Oaks Drive Howell MI 48843 PARCEL #(s): 11-08-101-008

OWNER PHONE: 248-343-2058 EMAIL: sshaya@shayalawfirm.com

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

14,314 square foot building located at 1349 Grand Oaks Drive Howell MI 48843 zoned industrial class C , built 1997 with fire suppression

**Proposed Use:**

Private Label Compounding / Specialty Blending of Fountain Solutions & Printing Aids 1 shift production product for use in the Printing & Packaging Industry

Short Term storage and Distribution with all products stored inside following the NFPA regulations and standard

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

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

Authorization and acceptance of our proposed use of this property will improve the community as

Bottcher Systems is a leader in their industry and will bring recognition to the location

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

This building site has been on the market for 203 + days and Bottcher Systems will agree to a multi year lease with renewable options

Building was previously operated as a industrial site and there sholud be no significat differences

Building will be improved from a cosmetic and functionality perspective.

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

Should not be any negative impacts on the community as this is a single shift operation. The transportation volume woul dper daybe 2 to 3 trucks

per day inbound and 3 to 4 out bound Less than Truck Load Carriers ( XPO , R&L, Holland, Pitt Ohio ) that will deliver product

to the end user

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

There will be products that are considered hazardous by ingredient when stored. All products would be stored following the Safety Data Sheet & NFPA and Local authorities regulations. Bottcher Systems maintains a contract with Chem Trec, and 3 E emergency response

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

This location is zoned Industrial, discussions with the Fire Marshal on intended use did not show any issues for our intended use. Bottcher America uses the proper spill containment, ppe, and maintains a contract with Chem Trec, 3 E emergency response service providers, and all employees are Haz Mat Trained and certified

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

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

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

ADDRESS: \_\_\_\_\_

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

Nikki Calloway of Bottcher America at nikki.calloway@boettcher-systems.com  
Name Business Affiliation Email

**FEE EXCEEDANCE AGREEMENT**

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

SIGNATURE: Steve Gibson DATE: 06-01-2022

PRINT NAME: Steve Gibson ( steve.gibson@boettcher-systems.com PHONE: 410-306-7219



**NOTICE OF PUBLIC HEARING – NOVEMBER 14, 2022  
(SPECIAL USE)**

October 27, 2022

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

To Whom It May Concern:

Please be advised that the Planning Commission of Genoa Charter Township will conduct a public hearing on **Monday, November 14, 2022 commencing at 6:30 p.m.** As required by state law, you are receiving this notice because you have been identified as an owner or occupant of real property within 300 feet of the subject parcels.

The property in question is located on Lawson Road, north of Grand River Avenue. **The applicant is requesting a special use permit for the storage of hazardous materials for Bottcher Systems located at 1349 Grand Oaks Drive. The request is petitioned by Bottcher America.**

You are invited to attend this hearing. Members of the public will be able to speak during the public hearing portions of the meeting. If, prior to the meeting, members of the public have certain questions or wish to provide input on any business that will be addressed at the meeting then such persons may contact the Planning Commissioners through email to [amy@genoa.org](mailto:amy@genoa.org), or by mail at 2911 Dorr Road, Brighton, Michigan 48116.

Genoa Charter Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon seven (7) days' notice to the Township. Individuals with disabilities requiring auxiliary aids or services should contact the Township in writing or by calling at (810) 227-5225.

Sincerely,

Amy Ruthig,  
Planning Director

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

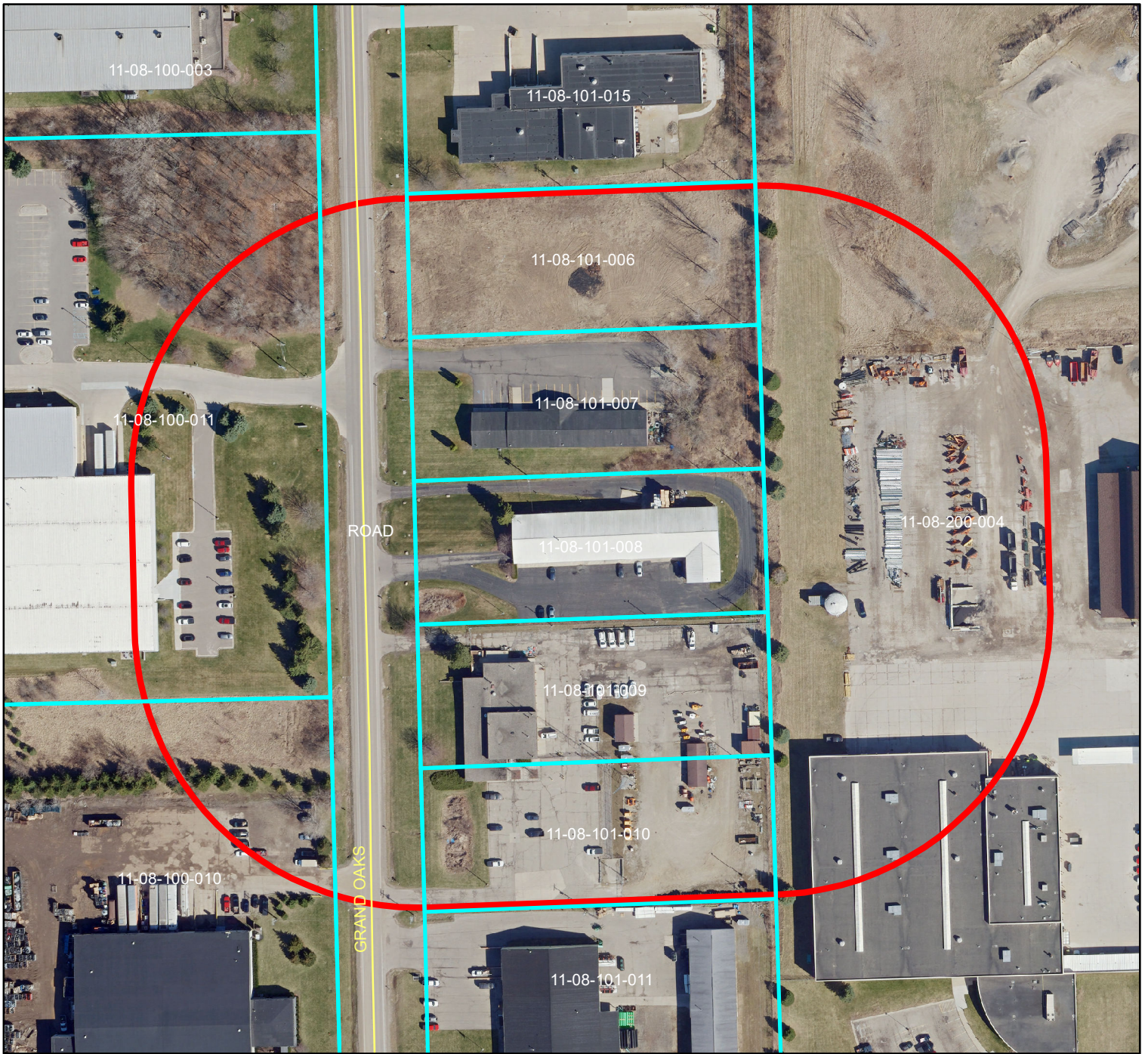
Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter

# 300 Foot Buffer for Noticing



Special Land Use: Bottcher Systems

Address: 1349 Grand Oaks Drive

Parcel: 4711-08-101-008

Meeting Date: November 14, 2022



October 27, 2022

**From:** [Keith Burrison](#)  
**To:** [Amy Ruthig](#)  
**Cc:** "[cathy.burrison](#)"  
**Subject:** storage of Hazardous materials for Bottcher America  
**Date:** Tuesday, November 8, 2022 11:23:23 PM

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Hello Amy

My name is Keith Burrison owner of Centech Inc at 1325 Grand oaks dr. my facility is next to 1349 building.

A letter was sent to me regarding the storage of hazardous materials for Bottcher systems at 1349 Grand Oaks dr.

I have questions.

#1 I would like to know what hazardous materials Bottcher want to store at their facility?

#2 Is there a MSDS on the materials? Is it a carcinogen?

#3 will the hazardous materials be stored inside or outside?

#4 what odor/vapers will Centech Inc be subject to?

#5 what are the dangers to Centech Inc employees and property in case of a leak?

#6 will OSHA be at the meeting?

I am sure I will have more questions however these are my concerns I trust you will help get them answered.

I look forward to your reply and feel free to call me if necessary.

Best regards  
C# (248) 249-6898

**Keith Burrison**  
*President*

**CenTech, Inc.**  
1325 Grand Oaks Drive  
Howell, MI 48843  
517-546-9185  
517-546-9184 fax  
<http://centechinc.us>

**\*\*\* note new email address\*\*\***

[centech@centechinc.us](mailto:centech@centechinc.us)

**Please note email address has changed for all CenTech, Inc. employees.**





November 10, 2022

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Bottcher America – Special Land Use and Site Plan Review #1
<b>Location:</b>	1349 Grand Oaks – east side of Grand Oaks, south of Cleary Drive
<b>Zoning:</b>	IND Industrial District

Dear Commissioners:

At the Township's request, we have reviewed the request for special land use and site plan review for a proposed chemical compounding and blending facility within the existing building at 1390 Grand Oaks (plan dated 8/1/22).

**A. Summary**

**1. Section 19.03 General Special Land Use Standards:**

- a. In order to make favorable findings related to compatibility and impacts, the conditions of Section 13.07 need to be met to the Commission's satisfaction.
- b. The applicant must address any comments provided by the Township Engineer or Brighton Area Fire Authority regarding public facilities and services.

**2. Section 13.07 Conditions:**

- a. The applicant needs to demonstrate compliance with the requirement for secondary containment.
- b. The applicant must obtain any outside permits necessary for the proposed operation.

**3. Site Plan Review:**

- a. The request for a new special land use on a developed site provides the Township with an opportunity to require improvements that bring the site into (or closer to) compliance with current standards.
- b. We suggest that improvements and/or further information/discussion are warranted for the following:
  - i. Landscaping – front yard greenbelt trees
  - ii. Lighting – upgrade wall-mounted fixtures
  - iii. Impervious surface – patch or repair blacktop areas, as needed
  - iv. Parking lot – provide striping and barrier-free parking, per Ordinance requirements
  - v. Miscellaneous – other improvements suggested by Township staff or the Township Engineer



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

## **B. Proposal/Process**

The applicant proposes a new use for the existing 14,314 square foot industrial building at 1390 Grand Oaks. Per the application form, the proposal entails chemical compounding and specialty blending of printing aids for the printing and packaging industry.

Table 8.02 lists chemical compounding as a special land use within the IND. Such uses are also subject to the conditions of Section 13.07 for the storage of hazardous substances.

Procedurally, the Planning Commission is to review the special land use, site plan, and Environmental Impact Assessment, and put forth a recommendation on each to the Township Board following a public hearing.

## **C. Special Land Use Review**

Section 19.03 identifies the general review criteria for Special Land Use applications as follows:

- 1. Master Plan.** The Township Master Plan identifies the subject site and the surrounding area as Industrial, which is described as follows:

*The intent is to develop industrial uses such as research, wholesale and warehouse activities and light industrial operations which manufacture, compounding, process, package, assemble and/or treat finished or semi-finished products from previously prepared material.*

The proposal for a chemical compounding operation generally aligns with this category.

- 2. Compatibility.** Grand Oaks is within the primary area for industrial development in the Township, and contains a variety of industrial uses, including others with storage of hazardous substances.

In fact, the previous business at this site was also involved in chemical products.

The conditions of Section 13.07 are intended to help ensure compatibility with and protection of surrounding properties.

Provided these conditions are met to the Commission's satisfaction, the proposal is expected to be compatible with the surrounding area.

- 3. Public Facilities and Services.** Given that the site is already developed within an established industrial area, we anticipate that necessary public facilities and services are in place.

However, the applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority related to this criterion.

- 4. Impacts.** Similar to the comment under “compatibility” above, the conditions of Section 13.07 are intended to limit impacts of the proposal upon the site and surrounding properties.

Provided these conditions are met, surrounding properties are not expected to be adversely impacted by the proposal.

- 5. Mitigation.** If any additional concerns arise as part of the review process, the Township may require further efforts to mitigate potential adverse impacts.

#### **D. Conditions**

Use/storage of hazardous materials is subject to the conditions of Section 13.07, as follows:

- 1. Above ground storage tanks.** The submittal does not identify any proposed above ground storage tanks.

The Impact Assessment notes that 2 large storage tanks used by the previous business have been removed.

- 2. Below ground fuel storage tanks.** The submittal does not identify any proposed below ground fuel storage tanks.

- 3. Secondary containment.** The Impact Assessment references storage methods, though we were unable to locate a description of secondary containment. The applicant should demonstrate to the Township that this standard is met.

- 4. Pollution Incident Prevention Plan.** The submittal includes the required PIP Plan.

- 5. Permits.** The applicant must obtain any outside permits (Federal, State or County) necessary for the proposed use.

#### **E. Site Plan Review**

The site plan included with the submittal identifies existing conditions, but does not depict any exterior site improvements to the building or property.

The request for a new special land use on a developed site provides the Township with an opportunity to require improvements to bring the site into (or closer to) compliance with current standards.

We suggest the applicant be required to provide the required number of tree plantings for the front yard greenbelt. Based on review of aerial photos, the site appears to provide 2 to 3 trees in front of the building, though the Ordinance requires 5 canopy trees for the front yard greenbelt.

Aerial photos do not depict any pole mounted light fixtures, though there are some wall-mounted fixtures on the south side of the building. We suggest the applicant provide an indication of the fixture type, and that the Township require upgrades, if needed.

The plan contains a note stating that the blacktop surface is in fair condition. Any areas in need of patching or repair should be improved.

Additionally, the plan notes that the parking lot is not currently striped. We suggest that the plan be revised to include parking lot striping in accordance with the requirements of Sections 14.05 and 14.06.

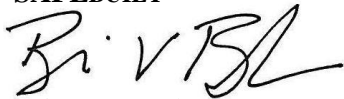
This includes minimum dimensional requirements for spaces and drive aisles, looped (or double) striping, and the required number of barrier-free spaces.

The Commission should consider any other improvements suggested by staff or the Township Engineer as part of this review process.

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

Respectfully,

**SAFEBUILT**

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

Brian V. Borden, AICP  
Michigan Planning Manager



November 9, 2022

Ms. Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Bottcher Systems Special Use  
Site Plan Review No. 1**

Dear Ms. Ruthig:

Tetra Tech conducted a review of the proposed Bottcher Systems Special Use site plan last dated July 25, 2022. The provided plan includes a survey completed by CHN Surveying, LLC on behalf of 1349 Grand Oaks LLC. The site is located on the east side of Grand Oaks Drive. The Petitioner is proposing to use the existing building for short term storage and distribution, and no site improvements are proposed.

We have no engineering related concern to the proposed special use. Since no site improvements are proposed, the existing storm management and utilities will not be impacted. In the future, if any site improvements are required for the proposed use, they will need to be included on a proposed site plan to be approved by the Township.

The existing building is connected to public water and sanitary sewer and some of the products being stored are considered hazardous materials. The Petitioner has already coordinated with Genoa-Oceola Sewer and Water Authority to ensure all of their requirements are met. The Petitioner should submit written documentation of their on-site hazardous materials management program to the Sewer and Water Authority for their records.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom'.

Gary J. Markstrom, P.E.  
Vice President

A handwritten signature in blue ink, appearing to read 'Shelby Byrne'.

Shelby Byrne, P.E.  
Project Engineer



# BRIGHTON AREA FIRE AUTHORITY

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

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October 25, 2022

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Bottcher Systems - Special Use  
1349 Grand Oaks Drive  
Genoa Twp., MI

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on October 19, 2022 and the drawings are dated July 25, 2022. The project is based on the re-occupancy of an existing 13,725 square foot building with a new tenant. The tenant will operate as non-separated mixed-use B/F-2/S-1 occupancy. They will process and distribute custom inks and release agents for the printing industry. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

**The fire authority has been in communication with the proposed tenant. All of the fire authority requirements related to the re-occupancy have been addressed.**

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

cc: Amy Ruthig [amy@genoa.org](mailto:amy@genoa.org)

## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

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

### **Michigan Consulting & Environmental**

1669 S. Isabella Rd, Mt Pleasant, MI 48858

132 E. Grand River Ave, Brighton, MI 48116

2748 Garfield Rd N., Suite 10, Traverse City, MI 49686

2800 S. 11th St., Suite 2, Kalamazoo, MI 49009

Michigan Consulting & Environmental prepares Phase I Environmental Site Assessments in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-21. Jenna MacDonald and Raymond Brege are noted as the environmental professionals for Michigan Consulting. "We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in 312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312 and ASTM E1527-21. Qualifications statements have been provided in Appendix F." <sup>1</sup>

Raymond Brege qualifications: "He has over 10 years of experience related to environmental consulting, including conducting Phase I through III site investigations, environmental due diligence, utilizing Federal and State Brownfield programs for investigation and redevelopment of blighted sites and assisting investigation and remediation of underground storage tank (UST) releases and UST removal. He has a broad knowledge of regulatory requirements, sampling techniques, project planning, applying Risk Based Corrective Action (RBCA) and technical reporting. He also has experience in asbestos building and bridge surveys and lead based paint surveys and holds an Asbestos Building Inspectors (BI) License through the State of Michigan." <sup>2</sup>

<sup>1</sup> Phase 1 ESA, August 26, 2022, Project #51803, Page 30, Michigan Consulting & Environmental

<sup>2</sup> Phase 1 ESA, August 26, 2022, Project #51803, Appendix F, Michigan Consulting & Environmental

ND Industries, the owner of 1349 Grand Oaks Dr Howell, MI 48843, hired Michigan Consulting & Environmental for the ESA at this site.

**a. Continued**

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

**Bottcher America Corporation (BAC)**

1349 Grand Oaks Drive Howell, MI 48843

BAC produces solvents, fountain solutions, and print aids for the packaging and commercial printing industries. BAC began own production of chemistry in July of 2009. Nikki Calloway is the Plant Manager for BAC's chemical manufacturing facility and the preparer of this report's specific use data for BAC. She has been in chemical manufacturing for the print industry since 1994 and involved with BAC's chemical production since its inception.

For the basis of this Impact Assessment, the Phase 1 Report prepared by Michigan Consulting & Environmental will be used. Any business and operational use differences will be included as an addendum in blue. Information will be gathered from BAC's historical chemical use and provided by Nikki Calloway. Any additional information gathered will supply sources via footnotes.



## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- b. Map(s) and written description/analysis of the project site** including all existing structures, manmade facilities, and natural features. The analysis shall also include information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

Maps: Please note pages 32 - 39 in Phase 1 ESA's "Figures" on page 30 for all Maps.

Written Description/Analysis: Please note Phase 1 ESA 2.0 Property Description, sections 2.1, 2.2<sup>1</sup>, 2.3, and 2.4<sup>2</sup> (pages 9 - 11).

<sup>1</sup> Note: The property currently consists of one light industrial building (recently acquired by ND Industries from whom BAC is leasing).

<sup>2</sup> Note: AST/UST Information: All prior Chemco AST's noted in the Phase 1 ESA were removed by BAC after move in. Those included: Two 2,500 gallon ASTs stored inside on the concrete floor and two AST's and one tote from the exterior, left outside.

## **Impact Assessment:**

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- c. Impact on natural features** A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight-inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Condition Map(s) or aerial photographs may accompany written material.

Please note Phase 1 ESA, Property and Vicinity General Characteristics, Section 2.3, pages 9 - 10.

Please note Phase 1 ESA, Historical Use Information, Section 4.3.1, pages 17 - 18.

Please note Phase 1 ESA, Appendix D, EDR Historical Topo Map Report with topographical maps on pages 5 - 12.

## **Impact Assessment:**

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- d. Impact on stormwater management** Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the Livingston County Drain Commission at (517) 546-0040.

Permanent grading and ground cover is established.

Please note Phase 1 ESA, Exterior Observations, Section 5.1, pages 22 - 23.

Please note Phase 1 ESA, Exterior Observations, Section 5.1, Drainage and Waste Collection Systems, page 23.

## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- e. Impact on surrounding land used:** Description of the types of proposed uses and other man-made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided by any increases of light, noise, or air pollution which could negatively impact adjacent properties.

BAC's proposed use is private label compounding and specialty blending of fountain solutions, washes, and print aids on a 1-shift production cycle for use in the printing and packaging industry. We follow a JIT system of short term storage and distribution with all products manufactured and stored. There will be no significant differences in proposed use that could cause or have a negative impact on adjacent properties or in the community in general. The current building conforms to our current needs and we have no plans to expand at this time.

## **Impact Assessment:**

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- f. Impact on public facilities and services:** Describe the number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letter from the appropriate agencies may be provided, as appropriate.

BAC will have a low level of impact regarding the number of people visiting or working on-site. We do not have a retail operation. We are a wholesale manufacturer that has a small number of employees, minimal vendor visits, and transportation deliveries on a daily basis. At this time, we have three staff members on site preparing the building. We have hired three additional staff members to start in the next month bringing our total to six. At high capacity, we operate at nine employees.

## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- g. Impact on public utilities:** Describe the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites serviced with sanitary sewer, calculations for pre- and post- development flows shall be provided in comparison with sewer line capacity. Expected sewage rates shall be provided in equivalents to a single family home. Where septic systems are proposed, documentation or permits from the Livingston County Health Department shall be provided.

This location will be used as a light manufacturing facility that will distribute finished goods to the end user in the printing and packaging industries. The plant will operate in a single shift capacity with a headcount of 6 to 9 employees working 5 days a week Monday through Friday. During operation, there is no intended waste discharge that would impact the neighboring community.

- Water consumption in 2021 was between 14,000 to 21,000 gallons where we were previously located. 2022 was not used as we were not fully operational and the figures would have been underestimated.
- Sewer was averaged at 4,000 gallons per month

## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- h. Storage and handling of any hazardous materials:** A description of any hazardous substances expected to be used, stored, or disposed of on the site. The information shall describe the type of materials, location with the site and method of containment. Documentation of compliance with federal and state requirements, and a Pollution Prevention Plan (PIPP) shall be submitted, as appropriate.

BAC's intended use of the property is to manufacture, store, and distribute products for the packaging and commercial printing industries. Manufactured products will be blended in a designated area within the facility. Storage of own manufactured products as well as products purchased for resale will take place in a separate area.

BAC blends ingredients using an open-use mix system from raw materials received in totes, drums, pails, cans, and bags. Manufactured product is packaged in totes, drums, pails, and cans. A gravity fed system for downpouring into drums, pails, and bags is also used.

BAC is not classified as a heavy chemical industry producer. Instead, we are a light industry mix / blend facility that uses open system mix tanks, like companies making cleaning compounds or detergents. In this setup, we add component A, Component B, Component C, etc. to a stainless steel mix tote, mix and blend the components together to make a mixture that still has Component A, B, C... in the mix. BAC has approximately 125 raw materials & 100 various finished goods. While BAC continues to develop greener chemistry formulations, there are still pressroom requirements for hazardous chemicals. The following chemical breakdown reflects historical on-site daily averages:

Class 1B & 1C Flammables: 200 Gallons  
Class II Combustible: 500 Gallons  
Class IIIA Combustible: 1,000 Gallons  
Class IIIB Combustible: 200 Gallons  
Class 3 Oxidizer: 20 Gallons  
Non-Regulated Liquid Industrial: 9,000 Gallons

All flammables, combustibles, and oxidizers will be stored in the lowered rack areas of the sprinklered sections on-site (Reference Rooms 1, 2, 3) and will be limited to 8' per Fire Department requirements. Storage consists of closed head containers, sealed raw materials, and finished goods in UN approved packaging.

BAC employs a JIT product management system to minimize inventory stored on site. Finished goods will be shipped directly to customers as well as to BAC owned and 3<sup>rd</sup> party warehouses located in Maryland, Indiana, Georgia, North Carolina, Wisconsin, California, Texas, Oregon, Canada, and Mexico.

We have always followed all federal, state, and county regulations for reporting (Sara Title Tier II, PPP, MI Stormwater, MI Waste and MIOSHA) and will continue to generate the appropriate reports required for Livingston County.

BAC does not generate waste from our manufacturing process as we downpour 100% of all mixed / purchased products (with no chemical by-products formed). The minimal amount of waste that is generated is from products that have exceeded shelf life and that cannot be remixed into new finished goods. Products that exceed shelf life are disposed of through US Ecology as a SQG. Once a new site ID is obtained, we will continue disposal through US Ecology as a SQG.

Attached H1: 2021 Sara Title Tier II

Attached H2: 2022 PIPP (Updated for 1349 Grand Oaks Dr, Howell Location)



## Impact Assessment:

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- i. **Impact on Traffic and Pedestrians:** A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the *Institute of Transportation Engineers Trip Generation Manual*, other published studies or actual counts of similar uses in Michigan. A detailed traffic impact study shall be submitted for any site over ten (10) acres in size which would be expected to generate 100 directional vehicle trips (i.e., 100 inbound or 100 outbound trips) during the peak hour of traffic of the generator or on the adjacent streets. The contents of the detailed study shall include:
  - Description of existing daily and peak hour traffic on adjacent street(s) and a description of any sight distance limitations along the right-of-way frontage of the site.
  - Forecasted trip generation of the proposed use for the a.m. and p.m. peak hour and average daily traffic generated.
  - For any project with a completion date beyond one year at the time of site plan approval, the analysis shall also include a scenario analyzing forecasted traffic at date of completion along the adjacent street network using a forecast based either on historic annual percentage increases and/or on expected development in the area.
  - Projected traffic generated shall be distributed (inbound v. outbound, left turn v. right turn) onto the existing street network to project turning movements at site driveways and nearby intersections. Rationale for the distribution shall be provided.
  - Capacity analysis at the proposed driveway(s) using the procedures outlined in the most recent edition of the *Highway Capacity Manual* published by the Transportation Research Board. Capacity analyses shall be provided for all street intersections where the expected traffic will comprise at least five percent (5%) of the existing intersection capacity.
  - Accident data for the previous three (3) years for roadway sections and intersections experiencing congestion or a relatively high accident rate, as determined by the township or staff from the Livingston County Road Commission or Michigan Department of Transportation.
  - Analysis of any mitigation measures warranted by the anticipated traffic impacts. Where appropriate, documentation shall be provided from the appropriate road agency regarding time schedule for improvements and method of funding.

- A map illustrating the location and design of proposed access, including any sight distance limitations, dimensions from adjacent driveways and intersections within 250 feet of the edge of the property frontage, and other data to demonstrate that the driveway(s) will provide safe and efficient traffic operation and be in accordance with Article 15.

This location will be serviced by National truckload carriers that have been vetted and follow the Federal Motor Carrier regulations as part of the BAC's Logistics Program.

- Shipping and Receiving hours are from 8:00 am to 4:00 pm
- Average deliveries per day is between 1 and 3 carriers and the average outbound is 2 to 5 carriers. Carriers have been given the address and will follow all road restrictions.
- UPS and FedEx services will be used as small parcel carriers.
- There are no fleet operations planned for this facility.

**Impact Assessment:**

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

- j. Special Provisions:** General description of any deed restrictions, protective covenants, master deed or association bylaws.

None of the above exist.

**Impact Assessment:**

**Bottcher America Corporation (BAC): 1349 Grand Oaks Dr  
Howell, MI 48843**

**k. A list of all sources shall be provided.**

Phase 1 Environmental Site Assessment attached.



# Phase I Environmental Site Assessment



**Site:**

Former Chemco Products, Inc.  
1349 Grand Oaks Drive  
Howell, Michigan 48843  
Parcels: 47-11-08-101-008  
MCE Project No. 51803

**Prepared For:**

ND Industries  
1000 North Crooks Road  
Clawson, Michigan 48017

Date: August 26, 2022



1669 S. Isabella Rd., Mt. Pleasant MI 48858  
132 E. Grand River Ave., Brighton MI 48116  
2748 Garfield Rd. N., Suite #10, Traverse City MI 49686  
2800 S. 11th St., Suite #2, Kalamazoo, MI 49009

August 26, 2022

Attn: Mr. Shannon Shaya

ND Industries  
1000 North Crooks Road  
Clawson, Michigan 48017

**Re: Phase I Environmental Site Assessment  
Former Chemco Products, Inc.  
1349 Grand Oaks Drive, Howell, Michigan 48843**

Dear Mr. Shaya,

Michigan Consulting & Environmental (MCE) has completed a Phase I Environmental Site Assessment (ESA) of the referenced Property. The enclosed document contains the project specifications and inspection results, including field observations and research. The work was conducted in accordance with the guidance of American Society for Testing and Materials (ASTM) E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

In the professional opinion of MCE, All Appropriate Inquiry has been made into the previous ownership and uses of the Property consistent with residential use. This assessment has revealed evidence of the following recognized environmental condition (REC) associated with the Property.

- The presence of sumps located in the interior of the Property building which may have historically been connected to a now unused septic system is a REC.

One de minimis condition was identified on the Property.

- The historical listing of a petroleum spill which was cleaned and inspected by the MDEQ is a de minimis condition.

Following the guidance of ASTM Standard E1527-21, it is the opinion of MCE that further investigation into the environmental condition of the Property **is warranted**. If you have any questions or comments, please call MCE at (989) 772-2441.

Sincerely,  
**Michigan Consulting & Environmental**

A handwritten signature in black ink that reads "Jenna MacDonald".

Jenna MacDonald  
Staff Scientist

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- Figure 1: Site Location Map
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**APPENDICES**

- Appendix A: Municipal Records
- Appendix B: Questionnaires
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- Appendix E: Site Photographs
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## EXECUTIVE SUMMARY

Michigan Consulting & Environmental (MCE) conducted a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard E1527-21. The Phase I ESA was conducted for the Property identified as 1349 Grand Oaks Drive, Howell, Michigan 48843, herein referenced as the Property. The legal description is included as part of **Appendix A**, and the location of the Property is shown on **Figure 1**, Property Location Map.

The following table summarizes the conditions identified as part of this assessment. Affirmative answers are further discussed below the table:

Condition Type	Identified During this Assessment
Controlled Recognized Environmental Condition (CREC)	No
Historical Recognized Environmental Condition (HREC)	No
Recognized Environmental Condition (REC)	<b>Yes</b>
Vapor Encroachment Condition (VEC)	No
Significant Non-ASTM Scope Considerations and/or Business Environmental Risks	No
De Minimis Conditions	<b>Yes</b>

The Phase I ESA process is a means to conduct adequate inquiry into a Property's environmental status and to identify recognized environmental conditions (RECs) associated with the Property. It is an evaluation of information obtained through visual inspection, records review, and inquiry into the current and past ownership and uses of the Property and surrounding parcels. In the professional opinion of MCE, all appropriate inquiry has been made into the previous ownership and uses of the Property consistent with good commercial and customary practice. This assessment has revealed the following REC:

1. The presence of sumps located in the interior of the Property building which may have historically been connected to a now unused septic system is a REC.

One de minimis condition was identified on the Property.

- The historical listing of a petroleum spill which was cleaned and inspected by the MDEQ is a de minimis condition.

Following the guidance of ASTM Standard E1527-21, it is the opinion of MCE that further investigation into the environmental condition of the Property **is warranted**. This Executive Summary provides a general review of the findings of our environmental assessment. A complete description and discussion of the issues presented in this Executive Summary is contained in the text of the report. This Executive Summary should not be solely relied on when considering the environmental risk associated with the Property.

## 1.0 INTRODUCTION

The *User*, ND Industries, engaged Michigan Consulting & Environmental (MCE) to perform a Phase I Environmental Site Assessment (ESA) for the Property at 1349 Grand Oaks Drive, Howell, MI 48843, herein referenced as the Property. The legal description of the Property is presented in **Appendix A**, and the location of the Property is shown on **Figure 1**, Property Location Map.

MCE has prepared this report solely for the use of the *User*, in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-21.

### 1.1 Purpose

A Phase I ESA is a means to conduct adequate inquiry into the environmental status of a property and to identify any recognized environmental conditions (RECs), controlled recognized environmental conditions (CREC), and historical recognized environmental conditions (HREC) associated with the property and surrounding parcels.

According to the American Society for Testing and Materials Standard Practice for Environmental Site Assessments (ASTM E1527-21), Phase I ESA process, a REC, HREC and CREC is defined as the following:

- ASTM E1527-21 defines a REC as, “(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.
- ASTM E1527-21 defines a HREC as, "a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A historical recognized environmental condition is not a recognized environmental condition." However, depending on the regulatory authority, the unrestricted use criteria at the time the past release was addressed, and the unrestricted use criteria at the time the Phase I ESA is conducted, a HREC may be considered a REC.
- ASTM E1527-21 defines a CREC as: “(a) recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).”

The terms are not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the

subject of a compliance or enforcement action if brought to the attention of appropriate governmental agencies. A de minimis condition is not a recognized environmental condition.

### 1.2 Detailed Scope of Services

This Phase I ESA was undertaken to identify RECs, CRECs, and HRECs in connection with the Property, including hazardous substances within the limits of the Property and as visually observed on adjoining properties on the day of the site reconnaissance. The word "Property" as used herein is the real Property that is the subject of the Phase I ESA, also known as the "subject property" as defined by ASTM, and it includes buildings and other fixtures and improvements located on the Property and affixed to the land. The scope of this project is to perform a Phase I ESA of the described Property using methods outlined by ASTM E1527-21. MCE has performed this Phase I ESA in conformance with the scope and limitations of ASTM E1527-21.

The scope of work does not include any of the "non-scope considerations" identified in the standard. Non-scope considerations, that the user might elect to address as an "additional issue outside standard practices," include, but are not limited to:

Controlled Substances	High Voltage Power Lines
Asbestos Containing Building Materials	Health and Safety
Radon Gas	Endangered Species
Wetlands	Cultural and Historic Resources
Industrial Hygiene	Lead in Drinking Water
Regulatory Compliance	Lead-Based Paint
Ecological Resources	Biological Agents
Mold	Per-and Polyfluoroalkyl Substances (PFAS)

It is important to note that by stating the "non-scope considerations" listed above, no implication is intended as to the relative importance of inquiry into such considerations, and no such inquiry is necessary to complete the Phase I ESA in accordance with ASTM E1527-21.

### 1.3 Significant Assumptions

In accordance with ASTM Standard E1527-21, a current United States Geological Survey (USGS) 7.5 Minute Topographic Map was reviewed by MCE to evaluate the physical setting surrounding the site by analyzing surface features on the map. Considering these features and other information gathered in the course of conducting this investigation, we have rendered an inferred opinion of the likely direction of groundwater flow. This anticipated flow direction is considered in forming opinions of potential environmental impacts to the Property. However, actual groundwater flow direction at the Property may vary from the anticipated flow direction; therefore, site specific measurements of groundwater flow direction may be warranted should sources of environmental impact be identified near the Property. See Section 2.3 for additional information regarding groundwater flow.

Minor assumptions, if any, have been indicated in the specific discussions herein.

## 1.4 Limitations and Exceptions

MCE has performed this study in general accordance with the ASTM E1527-21 Standard Practice for Phase I ESAs and with the diligence that we consider representative of professional environmental practices at the present time. The results of this assessment are intended only to serve as indicators of the potential for environmental impairment arising from readily discoverable evidence concerning the Property and its immediate vicinity. The evaluations and conclusions of MCE are based solely on the scope of work defined herein. The results of this study cannot be used as a guarantee, warranty, or certification of the absence of any substance or condition, but rather should be construed as a diligent and prudent review of available data within the time frame and scope of work established herein.

The evaluations and conclusions presented in this report have been made to assist the *User* with making a reasonable assessment of potential risk considering the possible presence of hazardous substances at the Property.

No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs concerning a property, particularly those which may be well disguised or hidden. Performance of this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a specific property, recognizing the limits of time and cost.

MCE inspected the entire facility during the site reconnaissance and encountered no limitations during the investigation.

## 1.5 Special Terms and Conditions

Additional services and investigations such as a broader scope of assessment, more detailed conclusions, liability/risk evaluations, detailed recommendations, and work plans for Phase II testing or other assessment activities, and remediation options are beyond the scope of a Phase I ESA.

Other considerations not addressed in Section 1.2 are addressed in the Additional Services, Section 11.0, of this report.

## 1.6 User Reliance

This study and report have been prepared on behalf of and for the exclusive use of the *User*, ND Industries for use in an environmental evaluation of the Property. This report and the findings contained herein shall not, in whole or in part, be relied on by any other party, in whole or in part, without the prior written consent of the *User* or MCE.

## 1.7 Historical Environmental Concerns

MCE received the following records for the Property from EGLE:

- PEAS Incident Report Excel Spreadsheet, Department of Environmental Quality, March 17, 2004;
- "Re-inspection Compliance Summary from Notice of Violation," Genoa-Oceola Sewer and Water Authority, March 24, 2015; and
- "Hazardous Waste Inspection," Department of Environmental Quality, May 17, 2019.

### **PEAS Incident Report Excel Spreadsheet**

This Excel spreadsheet documents a spill that occurred on the Property of approximately 10-20 gallons of an unspecified material that occurred on March 17, 2004. According to the spreadsheet, no water body was involved, and Rebecca Taylor was assigned as the DEQ Primary.

### **Re-inspection Compliance Summary from Notice of Violation**

This notice from the Genoa-Oceola Sewer and Water Authority (GOSWA), dated March 24, 2015, documents that Chemco Products, the previous owner of the Property, was notified on March 2, 2015, of illicit Liquid Industrial Waste discharges identified during a site inspection of the Chemco Products facility conducted on February 27, 2015.

GOSWA indicated that in order to be in compliance with Section 8 of the GOSWA Ordinance, Chemco Products needed to accomplish the following:

- Cease discharge of all liquid industrial waste into the sanitary sewer immediately upon receipt of the Notice;
- By March 16, 2015, secure a third-party removal company to pump and remove liquid from the tanks and create a log of volume added and removed from the tanks;
- By March 16, 2015, seal the existing storage tanks so that a hose cannot be connected to the tanks for future discharges to the sanitary sewer; and
- By March 16, 2015, seal all floor drains in the facility that lead to the sanitary sewer.

A representative from the GOSWA reinspected the Property on March 16, 2015, and determined that all of the aforementioned compliance items had been performed, and deemed the site in general compliance with the sewer use ordinance.

### **Hazardous Waste Inspection**

A Hazardous Waste Inspection was performed on May 16, 2019. Chemco Products was utilizing an outdated Site ID and improper registration, and a new one was assigned. In addition, on June 12, 2019, a Liquid Industrial By-Product Inspection was performed by the DEQ. It was determined that not all materials had proper labels, no dates were included on any materials, and only some containers had product codes. The aisle space was also deemed inadequate based on the lack of ability to see product labels or to detect if a container is leaking.

In addition, MCE received the following record for the Property from the User:

- Phase I ESA, RPS Group, Inc., August 2018

### **Phase I ESA**

RPS' Phase I ESA did not identify any RECs for the Property. However, RPS did identify the following noteworthy condition:

- Historical Septic System: Chemco utilized a septic system from the mid- to late 1980s until connection the municipal sewer system in the early 1990s. Discharges included sanitary wastewater, floor wash water, and rinse water from aboveground storage

tanks (ASTs). ASTs contained phosphoric acid, calcium chloride, aluminum chloralhydrate, and a 12% bleach solution. Site representatives were not aware of the frequency of AST washing and volume of water discharged to the septic system, and a potential for residual impacts exist, specifically mobilization of heavy metals from phosphoric acid. The septic system was used for a relatively brief time and chemicals were likely heavily diluted prior to discharge; therefore, the potential for impact is reduced. Based on the nature of the chemicals in the ASTs, no drivers for regulatory scrutiny appear to exist.

**Based on the review of these documents, including the numerous inspection reports which issued multiple violations over the years including illicit violations to municipal systems, MCE is of the opinion that there is a likelihood that historical discharges may have occurred when the site was connected to the onsite septic system and there is a material threat of release to the environment and therefore is a REC.**

RPS also identified the following de minimis condition for the Property:

- **Historical Fuel Oil Spill:** According to the Michigan Department of Environmental Quality's (MDEQ's) online database for Pollution Emergency Alerting System (PEAS) and confirmed by site representatives, a 10–20-gallon spill of fuel oil was released by Interstate Carrier Express, Inc. outdoors on the site Property in 2004. According to site representatives, Chemco hired an outside company to clean up the spill, which included removing impacted soil from the stormwater ditch located along the western site boundary. No additional information was provided. RPS attempted to obtain closure documents for the spill; however, a response has not been received to date. Given the type and quantity of material spilled, and because a contractor was immediately dispatched, the potential for residual impact to remain is low and the fuel oil spill is considered a de minimis condition.

In addition, RPS' Phase I ESA contained a second Phase I ESA completed in January 2016 by RPS GaiaTech as an Appendix. The January 2016 Phase I ESA did not identify any RECs associated with the Property, but identified the following de minimis condition:

- **2004 Diesel Spill:** In 2004, a truck operated by Interstate Carrier Xpress, Inc. punctured its fuel tank on a rock at the site and diesel fuel subsequently spilled on the driveway toward the stormwater ditch along the western site boundary. According to the MDEQ online database for PEAS approximately 100 gallons of diesel fuel was released from the truck and was cleaned up. Site representatives indicated that an outside company was hired to clean up the spill, which included excavation impacted soil in the ditch for off-site disposal, and the MDEQ inspected the site after cleanup was complete. While site representatives did not have documentation associated with the spill, given the type and quantity of material spilled and that it was cleaned up and inspected by the MDEQ, the potential for residual impact associated with the spill to remain at the site is low.

*Given the similar incident schedule and cleanup procedure of the prior spills, MCE believes these two spills are the same incident. MCE could not verify if this spill were of diesel or fuel oil, however this would appear to be inconsequential for evaluation purposes. Given the small quantity reportedly released and actions taken to cleanup the spill, MCE concurs with the prior Phase I reports determinations and is of the opinion that this is a de minimis condition in connection with the Property.*

## 2.0 PROPERTY DESCRIPTION

### 2.1 Location and Legal Description

The Property is located in the Northwest ¼ of the Northeast ¼ of Section 8 Genoa Township, Livingston County within the Genoa township limits, State of Michigan. The Property is commonly known as 1349 Grand Oaks Drive, Howell, Michigan 48879. The PPN is 47-11-08-101-008. A Property Location Map, **Figure 1**, is included in Figures.

Copies of the assessing records which include the legal description of the Property are included as **Appendix A**.

### 2.2 Current Use of the Property

The Property currently consists of one light industrial building with no current tenant or business operations being conducted.

### 2.3 Property and Vicinity General Characteristics

The Property is located in an industrial area in Genoa Township, Michigan. The Property building is a light industrial building, with an asphalt paved parking lot located south of the building and an asphalt circle drive surrounding the building. The Property is located on the east side of Grand Oaks Drive, south of Toddiem, and west of Fendt Drive. Pertinent physical setting and utility information for the Property is summarized in the Tables below.

Property Characteristics and Utility Information		
Conditions	Information Source	Description
<b>Table 1: Site Characteristics and Physical Setting Sources</b>		
<b>Elevation (above mean sea level) and Physical Setting</b>	USGS topographic map (Howell, MI, 2019); Google Earth	(T2N, R5E) Howell Quadrangle: The site elevation varies from approximately 993 feet above mean sea level along the west Property boundary to approximately 1,009 feet along the east Property boundary.
<b>Topographic Gradient</b>	USGS topographic map; Visual observations	The site slopes from east to west, towards Grand Oaks Drive. An elevation difference of approximately 20 feet exists between the eastern and western Property boundaries.
<b>Surface Water Runoff</b>	Visual observations; Facility personnel	Percolates into the ground surface at unpaved areas located around the Property, or drains via sheet flow to the south. A storm catch basin is located on the southwest corner of the Property.

<b>Property Characteristics and Utility Information</b>		
<b>Conditions</b>	<b>Information Source</b>	<b>Description</b>
<b>Nearest Surface Water Body to the Site</b>	USGS topographic map; Visual observations	A tributary of the Marion and Genoa Drain is located approximately 1,000 feet north of the Property.
<b>Presumed Direction of Shallow Groundwater Flow</b>	USGS topographic map; Zoning Department records	Based on nearby surface water (Marion and Genoa Drain) and the general topography of the area, shallow groundwater flow is estimated to be to the northwest.
<b>Depth to Groundwater</b>	Well records	Groundwater data in the area indicates that groundwater has been encountered at approximately 45 feet bgs. However, this could vary depending on which aquifer the well was screened in.
<b>On-site Wells</b>	Facility personnel; Visual observations	One Type III water supply well is located north of the building and was installed in 1985. The Property was connected to municipally supplied water in December 2016.
<b>Nearest Groundwater Supply Wells</b>	EDR database report	According to the EDR records search, ten water supply well is located within a ¼ mile radius of the site. A majority of these wells are no longer active – See the EDR database report for further details.
<b>Geologic Conditions</b>	EDR database report	The native site soils consist of layers of loam and silty clay.

**Table 2: Utility Information**

<b>Heating</b>	Facility personnel	A natural gas fired heating unit supplies building heat.
<b>Electricity Supplier</b>	Facility personnel; Visual Observations	Overhead electric provided by DTE.
<b>Natural Gas Supplier</b>	Facility personnel	Consumers Energy.
<b>Use of Fuel Oil</b>	Genoa Township Assessor's Office records	No known past use of fuel oil at the Property.
<b>Water Supplier</b>	Facility personnel	Municipal water is provided by the MHOG Utility Department since December 2016.



Property Characteristics and Utility Information		
Conditions	Information Source	Description
<b>Sanitary Sewer</b>	Facility personnel	Sanitary sewer service is provided by the MHOG Utility Department since December 2016.
<b>Septic Systems</b>	Livingston County Health Department	A historic septic field is present at the Property along Grand Oaks Drive and was installed in 1985. The Property is now connected to municipal sewer.
Notes: * Source was provided in the EDR database report.		

## 2.4 Description of the Property

The table below contains information regarding the site features located on the Property. See **Figure 2** for a diagram depicting the location of the Property relative to site features and adjoining parcels in **Figures**.

Table 3: Description of the Property		
Feature	Location	Description
<b>Building Information</b>		
<b>Light Industrial Building</b>	Central portion of the Property	An approximately 13,600 square foot building is present and is currently vacant. The building has historically been utilized for manufacturing chemicals used in industrial wastewater and residential drinking water applications.
<b>AST/UST Information</b>		
<b>ASTs</b>	Northwestern portion of the building, Exterior north side	Two empty 2,500-gallons ASTs are present inside the building sitting raised above a concrete floor. Additionally, two empty ASTs and one tote were located on the exterior north side of the building.
<b>USTs</b>	NA	No evidence of USTs was observed on the Property.
<b>Additional Observed Features</b>		
<b>Detention Pond</b>	Southwest portion of the Property	An approximately 1,700 square feet retention pond is present near the southwest corner of the Property.

## 2.5 Current Uses of Adjoining Properties

The surrounding property uses include:

Table 4: Surrounding Property Uses	
Direction	Adjoining Property Use(s)
North	Centech, Inc 1325 Grand Oaks Dr. Howell, MI 48843
East	Livingston Road Commission 3535 Grand Oaks Dr. Howell, MI 48843
South	AT&T 1391 Grand Oaks Dr. Howell, MI 48843
West	Michigan Rod Products 1326 Grand Oaks Dr. Howell, MI 48843

No RECs were identified during the review of this section.

## 3.0 RECORDS REVIEW

MCE reviewed publicly available and *reasonably ascertainable* information regarding the Property and surrounding sites. The purpose was to determine whether hazardous substances or petroleum products may have been used at the Property, migrated on to the Property through groundwater, or may encroach onto the Property by vapor migration.

### 3.1 Standard Environmental Record Sources

An integral element of the investigation into the environmental condition of the property is accomplished by examining federal and state records for the property and vicinity to identify conditions that may affect the environmental quality of the property. This stage of the assessment includes researching regulatory compliance history, neighborhood complaints, reported spills and leaks, and waste disposal practices. MCE contracted with EDR to review readily accessible regulatory databases as specified in the ASTM E 1527-21 Standard. MCE relied on the information provided in preparation of this report and assumes that the information and data provided is an accurate and complete summary of the information contained in the referenced regulatory agency records, except when such information is obviously contradicted by other data. A copy of the EDR-Radius Map™ Report with GeoCheck®, dated July 6, 2022, is provided as **Appendix C**. This research is summarized in the table below.

<b>Table 5: Regulatory Data</b>			
<b>Database Searched</b>	<b>ASTM Minimum Search Distance (miles)</b>	<b>Number Found</b>	<b>Site Name</b>
1. Federal NPL	1.0	0	
2. Federal Delisted NPL	0.5	0	
3. Federal CERCLIS	0.5	0	
4. Federal CERCLIS NFRAP	0.5	0	
5. Federal/State/Tribal Institutional Controls/ Environmental Controls (IC/EC)	Property Only	0	
6. Federal RCRA CORRACTS	1.0	1	3205 East Grand River Ave. Howell, MI 48843
7. Federal RCRA non-CORRACTS TSD	1.0	0	
8. Federal RCRA-Generators	Property & Adjacent Parcels	1	3535 Grand Oaks Drive, Howell, MI 48843
9. Federal ERNS	Property Only	0	
10. State/Tribal Landfill Listings and Solid Waste Disposal Sites	0.5	0	
11. Michigan Sites of Environmental Contamination (Non-LUST)	1.0	0	
12. State/Tribal LUST Sites	0.5	1	3535 Grand Oaks Drive, Howell, MI 48843
13. Closed LUST Sites	Property Only	0	
14. State/Tribal Registered UST Sites (Active)	Property & Adjacent Parcels	2	3535 Grand Oaks Drive, Howell, MI 48843  1391 Grand Oaks Drive, Howell, MI 48843
15. Closed UST Sites	Property Only	0	
16. Federal/State/Tribal Brownfield Sites	0.5	0	
17. Baseline Environmental Assessments (BEA)	Property & Adjacent Parcels	0	
18. Local Oil and Gas Sites	Property & Adjacent Parcels	0	
19. *Un-mapped Orphan Sites	0.5	3	See EDR Report

20. *Other Ascertainable Records	Property & Adjacent Parcels	0	
21. Other Discovered Data Records by MCE ( <i>Outside of EDR</i> )	0.5	0	See EDR Report

\*- Listings are not a part of the standard governmental records to be reviewed as outlined by ASTM.

### 3.1.1 Record Sources Pertaining to the Property

The following databases, provided by EDR, indicated several listings of the Property in the governmental record sources.

#### Chemco Products, Inc.

The Chemco Products, Inc. Property is listed in the RCRA NonGen/NLR, ICIS, FINDS, ECHO, SSTS, WDS, FTTS, and Historic FTTS databases. The Property is currently vacant but was previously occupied by a wastewater chemical manufacturing facility since development in 1983. Based on the information reviewed, these listings are not a REC. The listing of violations concerning the Property has been previously identified as a REC.

In addition, documentation of multiple compliance issues was received by MCE and are discussed above in Section 1.7.

### 3.1.2 Records Sources Pertaining to Offsite Listings

There are several listings in the EDR report for offsite facilities within applicable ASTM search radii. Several of these listings (e.g., hazardous waste generators and registered USTs without indication of a release), by themselves, are not necessarily indicative of an environmental concern. Those listings are discussed for directly adjoining sites but are not noted for other nearby sites. A number of facilities appear on databases indicating potential contamination concerns (e.g., Leaking Underground Storage Tank (LUST) sites and Baseline Environmental Assessment (BEA) sites). Of the sites representing a potential environmental concern, only those facilities that are located adjacent to or upgradient of the property and have not been issued regulatory closure for all listings are discussed below. The EDR radius report is included in **Appendix C**.

Listing Name	Listing Address	Location Relative to Property
Livingston Road Commission	3535 Grand Oaks Dr. Howell, MI 48843	Directly adjoining to the East
AT&T	1391 Grand Oaks Dr. Howell, MI 48843	Directly adjoining to the South
Industrial Resin Recycling Inc.	1480 Grand Oaks Dr. Howell, MI 48843	430 feet Southwest

### **Livingston Road Commission**

The Livingston Road Commission parcel has been occupied by the Livingston County Road Commission since at least 1992 and is located adjacent to the Property to the east. This adjacent parcel is listed on the AUL Financial Assurance, RCRA-SQG, MI Inventory, MTLs, NPDES, WDS, closed LUST, and UST databases. The EDR Report indicates that this parcel previously utilized five USTs that were removed from the ground on September 14, 2016, and currently utilizes five USTs that were installed on September 14, 2016. Release number C-0143-16 was reported on September 14, 2016, and was closed on August 30, 2017. Because this parcel is located cross-gradient to the Property and was given closure status by EGLE, this listing is not considered a REC.

The Resource Conservation and Recovery Act Small Quantity Generator (RCRA-SQG) listing is associated with the generation of more than 100 kilograms, but less than 1,000 kilograms of D001 hazardous waste per month. No violations or indications of environmental impairment were noted due to the RCRA-SQG listing. Based on the lack of violations or indications of environmental impairment, this listing is not considered a REC.

### **Industrial Resin Recycling Inc.**

This site is located approximately 430 feet southwest of the subject property and is listed on the MI SWRCY, MI Inventory, BEA, and WDS databases.

The SWRCY database lists the location of recycling centers, and Waste Data System (WDS) database listing tracks activities at facilities regulated by the Solid Waste, Scrap Tire, Hazardous Waste, and Liquid Industrial Waste programs. No violations or indications of environmental impairment were noted due to the SWRCY or WDS listings. Based on the lack of violations or indications of environmental impairment, neither of these listings are considered a REC.

A BEA was prepared for the site in August 2016 by ASTI Environmental (ASTI) to assess RECs identified during a May 2016 Phase I ESA regarding data from previous figures (no analytical or report was provided with the figures) illustrating existing contamination on the property, past evidence of overfilling of a diesel AST, stockpiled, crushed asphalt stored onsite, truck repair operations including heavy staining, and the presence of a leaking transformer with existing staining. Limited concentrations of VOCs were detected near the diesel AST.

Based on the results of the BEA, EGLE planned to conduct a site visit to the parcel once there was no longer snow cover; however, MCE did not receive any documentation regarding the completion of this site visit. Because this parcel is located approximately 430 feet southwest and is cross-gradient to the property, this listing is not considered a REC.

### **AT&T**

This site is located adjacent to the subject property to the south and is listed on the UST, RCRA-VSQQ, FINDS, and ECHO databases. Historical documentation indicates that three USTs were historically present on the site: two 550-gallon used oil USTs (removed from ground on October 1, 1991), and one 12,000-gallon UST (removed from ground December 18, 1996). No releases were documented associated with any of the historic tanks located onsite and is this listing is not considered a REC.

The Resource Conservation and Recovery Act Very Small Quantity Generator (RCRA-VSQG) listing is associated with the generation of less than 100 kilograms of D001 hazardous waste per month. No violations or indications of environmental impairment were noted due to the RCRA-VSQG. Based on the lack of violations or indications of environmental impairment, this listing is not considered a REC.

Any additional listings not discussed above were reviewed by MCE and dismissed as having a potential to impact the Property, and are not considered RECs.

### **3.2 Vapor Encroachment Screening**

Vapor Encroachment Condition (VEC) is the presence or likely presence of petroleum or hazardous substance vapors in the subsurface of the property caused by the release of vapors from contaminated soil or groundwater or both either on or near the property as identified by the Tier 1 or Tier 2 procedures as discussed in the following sections.

#### **3.2.1 Tier 1 Vapor Encroachment Screening**

The purpose of a Tier 1 Vapor Encroachment Screening (VES) procedure is to determine if there is potential for a Vapor Encroachment Condition (VEC) to exist or if it may be eliminated as a potential. A VEC is defined as the presence or likely presence of "Chemical of Concern" (CoC) vapors in the subsurface of the property caused by the release of vapors from contaminated soil or groundwater or both either on or near the property. No conditions exist on the property or adjacent to the property that would indicate the presence of a VEC.

#### **3.2.2 Tier 2 Vapor Encroachment Screening**

A Tier 2 VES was not performed. Based on the information noted in Section 3.2.1, a Tier 2 VES is not warranted.

## **4.0 HISTORICAL USE INFORMATION**

MCE conducted a search of historical records to determine past uses of the Property and adjoining parcels to identify the likelihood of past uses having led to environmental conditions at the Property. Historical information used to evaluate the Property is outlined below.

### **4.1 Local Tax Assessor Records**

The tax assessment and zoning records were obtained from Livingston County GIS Online on August 4, 2022. Building records were obtained from Livingston County via email on August 2, 2022. The records released to MCE indicate the Property consists of one parcel of land totaling 1.525 acres in size, containing a single story 13,600 square foot light industrial building. The Tax Parcel ID of the Property is 4711-08-101-008. The Property is zoned 301 – Industrial Improved. No other pertinent information was made available to MCE. The assessing records including the legal description for the parcel are available in **Appendix A**.

### **4.2 Building Permit Records**

A FOIA request was submitted to Genoa Township on July 19, 2022, and a response has not been received as of the completion date of this report.

### 4.3 Sanborn Fire Insurance Maps

The complete holding of the Sanborn Map Library, LLC was searched by EDR, and fire insurance maps covering the Property. The report, which certifies the Sanborn search, and a complete holding of Sanborn Maps is in **Appendix D**. This Property is unmapped, and no Sanborn Fire Insurance Maps were found.

Table 7: Sanborn Fire Insurance Maps		
Year(s)	Property Description/Use	Adjacent Parcels Description/Use
N/A	N/A	N/A

N/A- Not Available

#### 4.3.1 Aerial Photographs

Aerial photographs were provided by EDR service in approximately 5 to 10-year intervals from 1937 through 2016. The observations discussed on the below table may be limited by the scale and resolution of some photographs.

Table 8: Aerial Photographs		
Year(s)	Property Description/Use	Adjacent Parcels Description/Use
1937, 1949, 1955	The Property is developed as agricultural land with no structures. A railroad is located approximately 1,000 feet southwest of the Property.	<b>North:</b> Vacant <b>South:</b> Vacant <b>East:</b> Agricultural row cropland with no structures present <b>West:</b> Agricultural row cropland with no structures present
1967, 1975	The Property and surrounding properties are still agricultural land. The railroad is still present. Addition of Highway I-96 approximately 1,200 feet south of Property.	<b>North:</b> Agricultural row cropland with no structures present <b>South:</b> Agricultural row cropland with no structures present <b>East:</b> Agricultural row cropland with no structures present <b>West:</b> Agricultural row cropland with no structures present
1983	Agricultural use appears to have ceased and the Property is now vacant. The surrounding area appears to have changed zoning and is being redeveloped.	<b>North:</b> A small building is in place near the west side of the parcel <b>South:</b> Vacant <b>East:</b> Agricultural row cropland with no structures present <b>West:</b> Agricultural row cropland with no structures present
1987	New construction of current building present in the central portion of the Property.	<b>North:</b> Paved parking has been extended further east of the building, no other changes are apparent

		<p><b>South:</b> A building is present on the west portion of the parcel with paved parking to the east</p> <p><b>East:</b> Agricultural row cropland with no structures present</p> <p><b>West:</b> Agricultural row cropland with no structures present</p>
1992	An addition appears on the east side of the Property building.	<p><b>North:</b> The small building is no longer present, and a larger building has been constructed on the south portion of the parcel</p> <p><b>South:</b> Commercial property</p> <p><b>East:</b> A large building is present on the southwest portion of the parcel, with paved parking to the south and two structures located northwest of the building</p> <p><b>West:</b> Vacant</p>
1998, 2006, 2009, 2012, 2016	No changes are apparent on the Property.	<p><b>North:</b> No apparent changes</p> <p><b>South:</b> No apparent changes</p> <p><b>East:</b> No apparent changes</p> <p><b>West:</b> A large building is now present on the south portion of the parcel</p>

Concerning the use of the Property as agricultural lands, MCE is of the opinion that sufficient time has passed since this property use that certain pesticides, if used appropriately, would have degraded to the point where they are no longer detectable. Additionally, based on a review of the aerial photographs, the majority of the Property was redeveloped in the mid-1980s removing and/or mixing surficial soils which would have likely removed or diluted any concentrations remaining, and therefore is not a REC.

The complete collection of aerial photography obtained from EDR is included in **Appendix D**.

#### 4.4 Historical City Directory

The EDR search resulted in the recovery of city directories in approximately 5-year intervals from 1983 through 2017 of parcels north, south, east, and west of the Property along Grand Oaks Drive. The complete city directory report is included in **Appendix D**.

Table 9: City Directory Listings		
1349 Grand Oaks Drive		
Year Searched	Subject Property Occupant	Adjacent Parcel Occupants
2017	Chemco Products, Inc.	<p><b>North</b> 1325 Grand Oaks Dr.: Centech, Inc</p> <p><b>West</b> 1326 Grand Oaks Dr.: Not listed</p> <p><b>South</b> 1391 Grand Oaks Dr.: Not listed</p>



		<b>East</b> 3535 Grand Oaks Dr.: County of Livingston
<b>2014</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: Centech, Inc <b>West</b> 1326 Grand Oaks Dr.: Not listed <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: County of Livingston
<b>2010</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: Not listed <b>West</b> 1326 Grand Oaks Dr.: Michigan Rod Products <b>South</b> 1391 Grand Oaks Dr.: AT&T <b>East</b> 3535 Grand Oaks Dr.: Livingston Road Commission
<b>2005</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: OS Welding, Standard Electric Co, WJG Inc. <b>West</b> 1326 Grand Oaks Dr.: Michigan Rod Products <b>South</b> 1391 Grand Oaks Dr.: Ameritech Services, Inc. <b>East</b> 3535 Grand Oaks Dr.: Not listed
<b>2000</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: Not listed <b>West</b> 1326 Grand Oaks Dr.: Michigan Rod Products <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: Livingston County Road Commission
<b>1995</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: Madison Electric Co <b>West</b> 1326 Grand Oaks Dr.: Not listed <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: Livingston Road Commission

<b>1992</b>	Chemco Products, Inc.	<b>North</b> 1325 Grand Oaks Dr.: Madison Electric <b>West</b> 1326 Grand Oaks Dr.: Not listed <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: Livingston Co Road Commission
<b>1987</b>	Chemco Products	<b>North</b> 1325 Grand Oaks Dr.: Not listed <b>West</b> 1326 Grand Oaks Dr.: Not listed <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: Not listed
<b>1983</b>	Not listed	<b>North</b> 1325 Grand Oaks Dr.: Not listed <b>West</b> 1326 Grand Oaks Dr.: Not listed <b>South</b> 1391 Grand Oaks Dr.: Not listed <b>East</b> 3535 Grand Oaks Dr.: Not listed

No RECs were identified during the review of this section.

#### 4.5 Historical Topographic Maps

EDR provided topographic maps from the years outlined below in **Table 10** which depict the Property location and were examined for historic development on the Property. A review of the topographic maps indicate that structures were present on the adjacent parcels as early as 1975. The topographic maps are provided in **Appendix D**.

<b>Table 10: Historical Topographic Maps</b>		
<b>1349 Grand Oaks Drive</b>		
<b>Year Searched</b>	<b>Subject Property Observations</b>	<b>Adjacent Parcel Observations</b>
<b>1907, 1909</b>	No developments identified	<b>North:</b> No developments identified <b>West:</b> No developments identified <b>South:</b> No developments identified <b>East:</b> No developments identified
<b>1968</b>	A new highway I-96 developed south of Property, no changes on the Property	<b>North:</b> No developments identified <b>West:</b> No developments identified <b>South:</b> No developments identified <b>East:</b> No developments identified

<b>1975</b>	Grand Oaks Drive is now present west and south of the Property, no changes on the Property	<b>North:</b> No developments identified <b>West:</b> No developments identified <b>South:</b> No developments identified <b>East:</b> No developments identified
<b>1983</b>	No developments identified	<b>North:</b> New commercial building constructed <b>West:</b> No developments identified <b>South:</b> No developments identified <b>East:</b> No developments identified
<b>2014, 2017, 2019</b>	No developments identified	<b>North:</b> No developments identified <b>West:</b> No developments identified <b>South:</b> No developments identified <b>East:</b> No developments identified

No RECs were identified during the review of this section.

#### 4.6 Historical Use of the Property and Adjoining Properties

The following historical use summaries are based on review of historical aerial photographs, topographic maps, and assessor’s records, which can be found in **Appendix D**.

<b>Table 11: Historical Uses</b>	
<b>Direction</b>	<b>Historical Use Summary</b>
<b>Property</b>	The Property appears to have been developed prior to 1937 as agricultural land until the late-1970s or early 1980s. The Property was later redeveloped as a light industrial facility between 1983 and 1987 and was historically used for the manufacture of chemicals for water treatment, until the late 2010s when it became vacant through present day.
<b>North</b>	The north adjoining parcel appears to have been utilized prior to 1937 as agricultural land until the late-1970s or early 1980s. The parcel was developed between 1987 and 1992 and has been used as an electric company and manufacturing facility and/or machine shop since that time.
<b>East</b>	The east adjoining parcel appears to have been utilized prior to 1937 as agricultural land until the late-1980s or early 1989s This parcel was developed between 1987 and 1992 and has been occupied by the Livingston County Road Commission since that time.
<b>South</b>	The south adjoining parcel appears to have been utilized prior to 1937 as agricultural land until the mid to late-1980s. This parcel was developed between 1983 and 1987 as an office building currently occupied by AT&T.
<b>West</b>	The west adjoining parcel appears to have been utilized prior to 1937 as agricultural land until the mid to late-1980s. This parcel was developed between 1992 and 1998 and has been used as a manufacturing facility since that time.

#### 5.0 SITE RECONNAISSANCE

The Property reconnaissance was performed on July 11, 2022, by Jenna MacDonald and Raymond Brege of MCE. MCE was not accompanied by an Owner representative during the inspection. The Property was inspected for the presence of hazardous or toxic substances, hazardous wastes or petroleum products, and other evidence of potential RECs that may have

been visually and physically observable. Items that typically represent the potential for environmental impairment include, but are not limited to, flammable substances, spills, leaks, ground discoloration and disturbances, unusual odors, dead or dying foliage and electrical equipment that uses polychlorinated biphenyls (PCBs) containing oil. The adjacent parcels were also visually inspected from the Property at the time of the reconnaissance. The Property reconnaissance was accomplished by a systematic walking of the Property, and photographic documentation of the site visit is included in **Appendix E**. A map showing the general location of the Property and surrounding features is included as **Figure 1**. An aerial site map, obtained from an online source, showing the Property, observed RECs, and adjacent parcel features is included as **Figure 2**.

### 5.1 Exterior Observations

One one-story warehouse structure with a partial mezzanine is located on the east portion of the Property. Access to the Property is from Grand Oaks Drive to the west. The area south of the building is paved asphalt, and an asphalt drive surrounds the building. The remainder of the Property is covered with grass. The Property layout and site features can be seen on **Figure 2**.

The following table summarizes the Property exterior observations which may be cause for environmental concern. Items that were observed on the Property are discussed further below **Table 12**.

<b>Table 12: Exterior Observations</b>		
<b>Category</b>	<b>Item</b>	<b>Item Observed</b>
<b>Above Ground Hazardous Substance/Petroleum Product Storage</b>	Drums, barrels, or containers ≥5 gallons in connection with identified uses	No
	Drums, barrels, or containers ≥5 gallons not in connection with identified uses	No
	General Substance Containers (Labeled)	No
	Unidentified Substance Containers	No
	Aboveground Storage Tanks (ASTs)	<b>Yes</b>
<b>Underground Hazardous Substance/Petroleum Product Storage</b>	Underground Storage Tanks (USTs), including fill ports and/or vent pipes	No
	Fuel dispensers	No
	Natural gas or petroleum pipelines/wells	No
<b>Basic &amp; Specialized Systems</b>	Pole-mounted or pad-mounted transformers	<b>Yes</b>
	Hydraulic equipment	No
	Water wells	<b>Yes</b>
<b>Indications of Releases or Potential Releases</b>	Stained soil or pavement	No
	Stressed vegetation	No
	Pools of liquid	No
	Strong or pungent odors	No

	Filled land/soil piles/mounding	No
	Unregulated/unauthorized waste disposal	No
	Dumpsters with staining	No
	Monitoring wells	No
<b>Drainage &amp; Waste Collection Systems</b>	Pits	No
	Ponds	No
	Lagoons	No
	Sumps/oil-water separators	No
	Stormwater collection basins	<b>Yes</b>
	Dry wells/crocks/cisterns	No
<b>Other Notable Items</b>	None observed	No

Items noted as not observed do not fully warrant that these items are not present on the Property as some items may not have been readily observable. Please refer to Section 1.4 for a list of limitations present.

### **Above Ground Hazardous Substance/Petroleum Product Storage**

Two plastic polyethylene ASTs and one plastic tote were observed in the north side of the building. These ASTs and containers were empty, no staining was observed, and they were being stored on concrete. These would not be considered RECs.

### **Basic & Specialized Systems**

A pole-mounted transformer is located on the northern property boundary. Because the Property was not developed until between 1987 and 1992, it is unlikely that this transformer contains PCBs. In addition, no staining or stressed vegetation was observed by MCE, and the transformer appeared in good condition. Therefore, the presence of a pole-mounted transformer is not considered a REC.

A water well is present on the north side of the building. According to the well records, the potable well was installed in September 1985. The Property was connected to municipal water and sewer through the MHOG Utility Department in December 2016, and it is assumed that the water well was no longer used after this point.

The historical septic system was inspected at the time of the site walk. No indication of the system was apparent nor was there any indication of stressed vegetation in the area of the drain field.

### **Drainage & Waste Collection Systems**

A stormwater collection basin is located on the southwest corner of the Property. No stressed vegetation or staining was observed, and the basin was empty during MCE's site reconnaissance. Therefore, the presence of a stormwater collection basin is not considered a REC.

### **Adjacent Parcels**

At the time of the reconnaissance, the adjacent parcels were also inspected from the Property. No RECs could be identified from the exterior observations of adjacent parcels.

## 5.2 Interior Observations

The Property building consists of a one-story wood framed structure on a concrete slab with a partial mezzanine. The building is currently vacant of occupants; however, the western part of the building contained the former production area with a second-floor wet lab. The southwest section of the building and mezzanine was vacant office space and a vacant laboratory. The eastern addition of the building appeared to have been additional warehouse and storage space.

The following table summarizes the Property interior observations which may be cause for environmental concern. Items that were observed on the Property are discussed further below **Table 13**. The Property layout and site features can be seen on **Figure 2**.

<b>Table 13: Interior Observations</b>		
<b>Category</b>	<b>Item</b>	<b>Item Observed</b>
<b>Above Ground Hazardous Substance/Petroleum Product Storage</b>	Drums, barrels, or containers ≥5 gallons in connection with identified uses	No
	Drums, barrels, or containers ≥5 gallons not in connection with identified uses	No
	General Substance Containers (Labeled)	No
	Unidentified Substance Containers	No
	Aboveground Storage Tanks (ASTs)	<b>Yes</b>
<b>Underground Hazardous Substance/Petroleum Product Storage</b>	Underground Storage Tanks (USTs), including fill ports and/or vent pipes	No
	Dispensing Systems	No
<b>Basic &amp; Specialized Systems</b>	Transformers	No
	Elevators	No
	Compressors	No
	Compactors	No
	Hydraulic Hoists/Lifts	No
	Hydraulic Equipment other than those above	No
	Emergency generators	No
<b>Indications of Releases or Potential Releases</b>	Staining	No
	Pools of liquid	No
	Strong or pungent odors	No
	Monitor wells	No
<b>Drainage &amp; Waste Collection Systems</b>	Pits	No
	Standard floor drains	No
	Sumps/manhole covers/oil-water separators	<b>Yes</b>
	Trench drains	<b>Yes</b>

	Dry wells/crocks	No
<b>Other Notable Items</b>	Scum in sump	<b>Yes</b>

Items noted as not observed do not fully warrant that these items are not present on the Property as some items may not have been readily observable. Please refer to Section 1.4 for a list of limitations present.

### **Above Ground Hazardous Substance/Petroleum Product Storage**

Two 2,500-gallon plastic polyethylene ASTs were observed in the northwestern portion of the building next to the sump pump. According to site records, these ASTs were used to store wastewater generate during the floor cleaning process and tank washing process. The tanks appeared to be empty, and no staining was observed around them; therefore, the presence of the two 2,500-gallon ASTs is not considered a REC. However, the tanks were in place near a sump which was identified with a layer of scum inside, discussed further below.

### **Drainage & Waste Collection Systems**

A trench drain is located in the northwest portion of the building inside the former production area, which was previously pumped into two wastewater ASTs. MCE did not observe any evidence of spills or staining in the vicinity of the trench drain, and therefore does not consider the presence of a trench drain to be a REC.

In addition, two sump pumps are present in the northwest and eastern portions of the building. Both sumps contained water, indicating that the integrity of the sumps is in good condition and are not leaking. Due to the lack of staining, odor, and the presence of water, the presence of the sumps is not considered a REC. However, a layer of scum material was present in one of the sumps (See Other Notable Items below for further explanation).

### **Other Notable Items**

Water was present in each of the sumps located inside the building, and a layer of scum was present inside the sump located in the northwest portion of the building next to the two remaining ASTs. The connection and flow of the sumps was not readily available, and therefore the potential exists for the material observed in the sump to be related to the historical operations of the Property and their likely connection to the historical septic system.

Additionally, a portion of the concrete floor near the center of the building was removed for an unknown purpose. This observation was located in the former production area near the trench drains and a secondary containment area. No stained soils or indication of a release was observed.

### **5.3 Utilities**

According to the owner and visual observations, the Property is serviced with sanitary and storm sewers, natural gas, and electrical service, along with a paved road and streetlights.

### **5.4 Storage Tanks**

Visual inspection of the Property indicated the presence of two ASTs located inside the building as described above in Section 5.2 Interior Observations and two ASTs and one tote located on

the exterior of the building described above in Section 5.1. No presence of USTs was present on the Property. Although no evidence of other tanks or fill pipes were discovered on the Property, there is no guarantee that other tanks do not exist.

### **5.5 Asbestos and Lead Containing Materials**

Asbestos and lead-containing materials were not within the scope of the site investigation. Should demolition of the site buildings be considered, lead and asbestos investigations are recommended.

### **5.6 Other Chemical Storage/Potentially Hazardous Materials**

No potentially hazardous materials are stored on the Property as observed during the site reconnaissance.

### **5.7 Other Conditions of Potential Concern**

No conditions of potential concern were observed on the Property, including but not limited to, odors, pools of liquid, dry wells, pits/ponds/lagoons, odors, stained soil, stressed vegetation, and abandoned containers.

### **5.8 Per- and Polyfluoroalkyl Substances**

A review of the potential concern of per- and polyfluoroalkyl substances (PFAs) was not within the scope of this site investigation. However, a review of the State of Michigan online sources for PFAs, MPART PFAs (online) Information System, indicated no known locations with documented PFAs concentrations within 1.5 miles of the Property.

## **6.0 INTERVIEWS**

This section provides a summary of interviews conducted.

### **6.1 Owner/Operator Provided Information**

The Owner questionnaire was completed by Ms. Nicole Villarreal, corporate paralegal of DuBois Chemicals, Inc, on July 18, 2022. According to Ms. Villarreal, the Property was obtained in 1985 and that the current and prior use of the Property is as a chemical manufacturing facility. Ms. Villarreal indicated there are currently two 2,500-gallon ASTs located inside the northwest portion of the building, and that four 5,000-gallon ASTs were previously located in the production area in the central portion of the building. The Property is serviced by municipally supplied water and sewer; however, a septic system was used prior to municipal sewer connection and was located along Grand Oaks Drive. The questionnaire is included in **Appendix B**. Ms. Villarreal also indicated on the questionnaire that she had no knowledge of:

- Any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the Property;
- Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products;



- Any environmental conditions (presence or likely presence of any hazardous substance) associated with the Property;
- Presence of oil/gas wells or any other subsurface structures present on the Property;
- Past or existing underground storage tanks (USTs) on the Property;
- Past of existing underground hydraulic hoists on the Property; or
- Any fill dirt, soil, sand, or other earth that was obtained offsite and used to fill holes or depressions, create mounds, or otherwise artificially change the grade or elevation.

## **6.2 User Provided Information**

The User Questionnaire was not received by MCE for inclusion prior to the submittal of this report.

## **6.3 Department of Licensing and Regulatory Affairs and Environment, Great Lakes & Energy Freedom of Information Act Requests and Interviews**

A FOIA request was sent to Michigan Department of Licensing and Regulatory Affairs (LARA) Storage Tank Information Database of public records pertaining to USTs and ASTs on the Property on July 28, 2022. LARA responded with a denial because such records do not exist.

A FOIA request was sent to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) requesting records regarding any environmental concerns with the Property on July 20, 2022. On July 26, 2022, EGLE responded to the FOIA request with a Notice of Violation issued by the Genoa-Oceola Sewer and Water Authority, and subsequent inspection records. The contents of this Notice were discussed previously in Section 5.2.

## **6.4 Local Fire and Health Departments & Local Units of Government**

A FOIA request was sent to the Livingston County Health Department requesting records regarding any environmental concerns with the Property. Livingston County responded with a site plan showing the location of the former septic field located on the west portion of the Property. This plan indicates several storm water sumps on the north portion of the Property and discharge lines connecting to the onsite detention pond. The sumps and other drains were not shown.

A FOIA request was sent to the City of Brighton Fire Department; however, at the date of this report, a response was not received.

## **6.5 Other Interviews**

No other interviews were conducted as part of this Phase I ESA.

## **7.0 FINDINGS AND OPINIONS**

While conducting this Phase I ESA, MCE utilized the site reconnaissance, interviews, regulatory and municipal records review, and review of historical documentation to determine the presence of recognized environmental conditions (RECs), controlled RECs (CRECs), historical RECs (HRECs), vapor encroachment conditions (VECs), or de minimis conditions associated with the

Property. The following REC and de minimis condition were identified on the Property. No VECs, CRECs, and/or HRECs were identified associated with the Property.

1. **The presence of sumps located in the interior of the Property building which may have historically been connected to a now unused septic system is a REC.** The Property was historically occupied by industrial wastewater and residential drinking water application chemical manufacturing operations from approximately 1983 to 2019. Historical interior waste streams associated with the former chemical manufacturing process would have consisted of general hazardous substances and/or petroleum products which, if improperly managed and/or disposed of, can be a source of contamination. In addition, there are two sumps located in the building which may have at one point drained to the onsite septic field. Information regarding the connection and flow of these sumps was not readily available; therefore, the material threat of discharging hazardous substances has the potential to be a source of subsurface contamination. According to the records obtained from EGLE, poor waste management practices have been documented for the Property, and MCE observed an accumulation of scum inside one of the interior sumps of an unknown characteristic.
2. **The historical listing of a petroleum spill which was cleaned and inspected by the DEQ is a de minimis condition.** In 2004, a truck released a petroleum product on the driveway toward the stormwater ditch along the western site boundary. Site representatives indicated that an outside company was hired to clean up the spill, which included excavation impacted soil in the ditch for off-site disposal, and the MDEQ inspected the site after cleanup was complete. MCE could not verify if this spill were of diesel or fuel oil, however this would appear to be inconsequential for evaluation purposes. Given the small quantity reportedly released and actions taken to clean up the spill, MCE is of the opinion that this is a de minimis condition in connection with the Property.

## 8.0 CONCLUSIONS

Michigan Consulting & Environmental has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E1527-21 for the Property identified as 1349 Grand Oaks Dr, Howell, Michigan. Any exceptions to or deletions from this practice are described in the Deviations section, Section 9.0, of this report. This assessment has revealed no evidence of recognized environmental conditions associated with the Property except for the following:

- The presence of sumps located in the interior of the Property building which may have historically been connected to a now unused septic system is a REC.

One de minimis condition was identified on the Property.

- The historical listing of a petroleum spill which was cleaned and inspected by the MDEQ is a de minimis condition.

No VECs, CRECs, HRECs or Significant Data Gaps were identified.

Based on the guidance of ASTM E1527-21, it is the opinion of MCE that further investigation into the environmental condition of the Property **is warranted**.

## 9.0 LIMITING CONDITIONS/DEVIATIONS

MCE did not deviate from the standard practice ASTM E1527-21. This Phase I ESA was conducted in a manner that is consistent with “all appropriate inquiry” (AAI) in connection with the innocent landowner provision in § 20126(3)(h) of Part 201 PA 451 of 1994, as amended, and § 107(b)(3) of CERCLA, 42 U.S.C.A. § 9601 (CERCLA), as amended.

### 9.1 Data Failure/Data Gaps

“Data Failure” is a failure to determine the use of the Property after all reasonably ascertainable standard historical sources have been reviewed. *Data failure* is a type of *data gap*.

A “Data Gap” is a failure to obtain information required by the ASTM Standard despite good faith efforts. These may include, but are not limited to, the inability to conduct interviews as required, limitations on access to buildings or the Property, weather conditions, gaps in the 5-year research intervals, or lack of response from government agencies to FOIA requests. The following Data Gaps were identified:

- A data gap exists as the User Questionnaire was not received for inclusion prior to the submittal of this report.
- A data gap exists as not all of the information requested during the FOIA process was received/obtained prior to submittal of this report.

In addition, this also includes “Significant Data Gaps” which are defined as a data gap that affects the ability of the environmental professional to identify a recognized environmental condition. No Significant Data Gaps were identified during the completion of this Phase I ESA.

## 10.0 REFERENCES

- I. American Society for Testing and Materials, Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessment Process, Designation E 1527-21*, November 2021.
- II. American Society for Testing and Materials, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, Designation E 2600-15*, December 2015.
- III. Environmental Data Resources, Incorporated, “*The EDR Radius Map Report with GeoCheck*,” 1349 Grand Oak Drive, Howell, MI 48843 dated July 6, 2022.
- IV. United States Geological Survey Division (U.S.G.S.), 7.5 Minute Topographic Map *Howell, Michigan Quadrangle*, 2019.
- V. RPS Group, Inc., *Phase I Environmental Site Assessment*, August 2018.
- VI. RPS GaiaTech, Incorporated, *Phase I Environmental Site Assessment*, January 2018.

## 11.0 ADDITIONAL SERVICES

Additional services were not provided as part of the Phase I Environmental Site Assessment.

## 12.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in 312.10 of 40 CFR 312.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312 and ASTM E1527-21. Qualifications statements have been provided in Appendix F.

Prepared By:

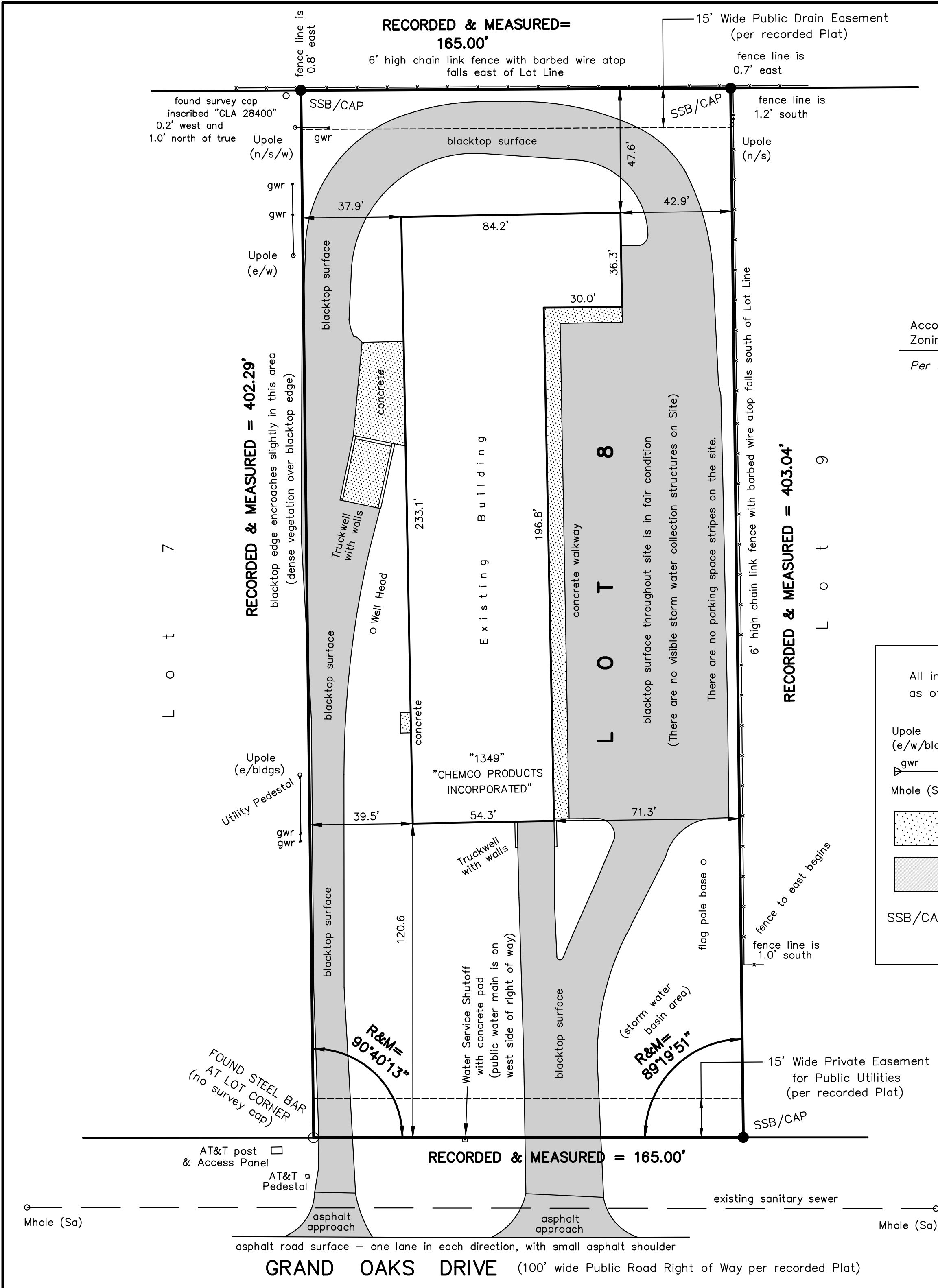


Jenna MacDonald  
Staff Scientist

Reviewed By:



Raymond Brege  
Staff Scientist



**LEGAL DESCRIPTION**

Parcel No. 4711-08-101-008  
 #1349 Grand Oaks Drive

Lot 8, "Grand Oaks Industrial Park",  
 A part of the NW 1/4, Sec. 8, T.2N. - R.5E., Genoa Township, Livingston County, Michigan.  
 As Recorded in Liber 21 of Plats, on Pages 18, 19, 20, and 21, Livingston County Records.  
 Said Lot contains 66,438 square feet or 1.53 Acres.

Data shown hereon is consistent with Schedule B, Part II Exceptions,  
 as shown on Chicago Title Insurance Company Commitment No. 471179707CML,  
 Commitment Date: May 25, 2022.

According to the Genoa Township Zoning Map, the  
 Zoning District of Subject Property is "IND, Industrial District".

Per Sec. 8.03.01 "Dimensional Standards - Industrial District":  
 Minimum Lot Area = 1 Acre, and Minimum Lot Width = 150 feet  
 [Lot 8 is in compliance with both]

- "Minimum Yard Setbacks";  
 Required Front Yard = 50 feet (if no parking in front yard);  
 [Site is in compliance]  
 Required Side Yard = 25 feet;  
 [Site is in compliance]  
 Required Rear Yards = 40 feet;  
 [Site is in compliance]  
 Parking Lot = 20 feet and 10 feet side and rear;  
 [Site is not in compliance with 10' requirement]

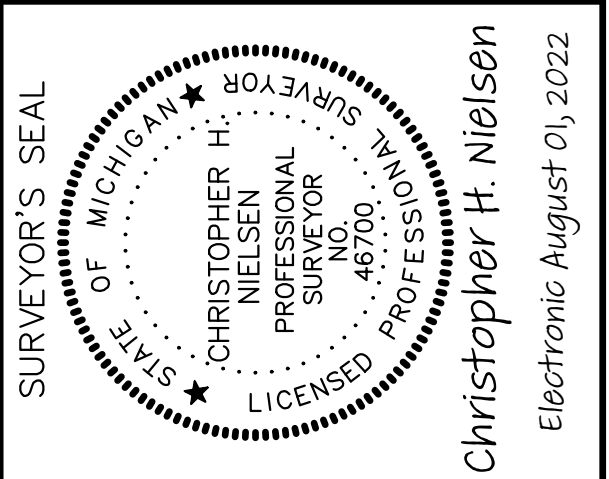
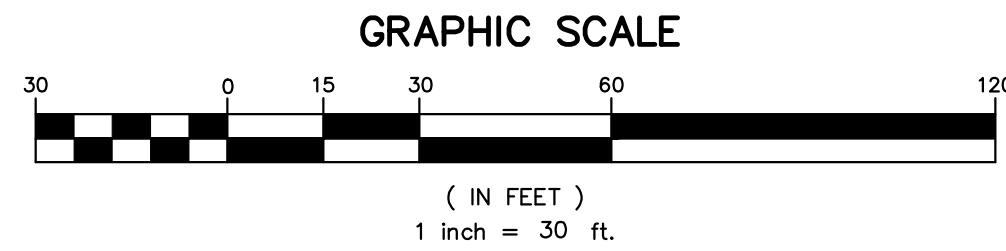
**SURVEY LEGEND**

All improvements shown hereon are field measured  
 as of the "field date" shown in the Title Block.

Upole (e/w/bldg) ○ = Utility Pole, and direction(s) of overhead wires on pole.  
 gwr ○ = guy wire(s) to Utility Pole.  
 Mhole (Sa) ○ = existing sanitary sewer manhole

= existing concrete walk / pavement  
 = existing asphalt / blacktop pavement

SSB/CAP ● = Indicates a set steel bar with an orange cap inscribed "CHN 46700" (with pink & blue flagging)



Christopher H. Nielsen  
 Electronic August 01, 2022

Client: 1349 Grand Oaks LLC  
 ISSUE DATE August 01, 2022

SCALE: 1"=30'  
 SHEET: 1 of 1  
 FIELD DATE: 07/25/22  
 FILE: OVERALL  
 JOB: GRANDOAKS

**CERTIFICATE OF SURVEY**  
 IN THE NORTHWEST 1/4 SECTION 8, TOWN 2 NORTH, RANGE 5 EAST,  
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

I, CHRISTOPHER H. NIELSEN, being a Surveyor Licensed in the State of Michigan, hereby certify to  
 Chicago Title of Michigan, Inc., and, 1349 Grand Oaks LLC, and, First Community Bank  
 that I have surveyed and mapped the above parcel of land, that the improvements shown hereon reflect field conditions as of the  
 "field date" shown within the Title Block, and that I have complied with regulations of P.A. 132 of 1970 as amended.

**CHN SURVEYING, LLC**  
 15030 Finch Avenue, Plymouth, Michigan, 48170  
 Phone (734) 231-3510 \ Email: CHNSurveying@aol.com

WORK PREPARED IN ASSOCIATION WITH:  
**LAND-TEC CONSULTANTS, PLYMOUTH**  
 Land Planning, Civil Engineering and  
 Land Surveying Consultants  
 15030 Finch Avenue, Plymouth, Michigan, 48170  
 Phone (734) 231-3510 \ Email: dbernet@aol.com

**RECORDED & MEASURED = 402.29'**  
 blacktop edge encroaches slightly in this area  
 (dense vegetation over blacktop edge)

**RECORDED & MEASURED = 403.04'**

**RECORDED & MEASURED = 165.00'**

**GRAND OAKS DRIVE** (100' wide Public Road Right of Way per recorded Plat)



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

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

APPLICANT NAME & ADDRESS: Healy Homes at Summerfield LLC, 32696 Sleeth Rd, Commerce, 48362  
*If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

OWNER'S NAME & ADDRESS: Healy Homes at Summerfield LLC, 32696 Sleeth Rd, Commerce, 48362

SITE ADDRESS: Lawson Drive, North of Grand River PARCEL #(s): 4711-04-400-014; 4711-04-400-015; 4711-04-400-016

APPLICANT PHONE: ( 248 ) 684-1699 OWNER PHONE: ( 248 ) 684-1699

OWNER EMAIL: healyhomes@comcast.net

LOCATION AND BRIEF DESCRIPTION OF SITE: \_\_\_\_\_

Property is located Northwest off of Lawson Drive, North of Grand River Ave.

Property is vacant.

BRIEF STATEMENT OF PROPOSED USE: Develop 102 single-family residential homes  
within a portion of the Summerfield Pointe PUD approved for 136 attached single-  
family residential condominium units.

THE FOLLOWING BUILDINGS ARE PROPOSED: Proposed 102 single-family site condominium  
units; and attached condominium units numbered 1 - 4, 25 - 28, and 53 - 56 as depicted  
on the approved PUD plan.

**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: Jack Healy

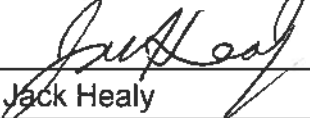
ADDRESS: 32696 Sleeth Rd, Commerce Twp., MI, 48362

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

1.) Jack Healy of Healy Homes at Summerfield LLC at healyhomes@comcast.net  
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: 9/27/22  
PRINT NAME: Jack Healy PHONE: \_\_\_\_\_  
ADDRESS: 32696 Sleeth Rd, Commerce Twp., MI, 48362



# GENOA CHARTER TOWNSHIP APPLICATION

## Planned Unit Development (PUD)

APPLICANT NAME: Healy Homes at Summerfield LLC

APPLICANT EMAIL: healyhomes@comcast.net

APPLICANT ADDRESS & PHONE: 32696 Sleeth Rd, Commerce Twp., 48362 (248) 684-1699

OWNER'S NAME: Jack Healy

OWNER ADDRESS & PHONE: 32696 Sleeth Rd, Commerce Twp., 48362 (248) 684-1699

TAX CODE(S): 4711-04-400-014; 4711-04-400-015; 4711-04-400-016

### QUALIFYING CONDITIONS (To be filled out by applicant)

1. A PUD zoning classification may be initiated only by a petition.
2. It is desired and requested that the foregoing property be rezoned to the following type of PUD designation:
  - Residential Planned Unit Development (RPUD)
  - Planned Industrial District (PID)
  - Mixed Use Planned Unit Development (MUPUD)
  - Redevelopment Planned Unit Development (RDPUD)
  - Non-residential Planned Unit Development (NRPUD)
  - Interchange Commercial Planned Unit Development (ICPUD)
  - Interchange Campus Planned Unit Development (CAPUD)
3. The planned unit development site shall be under the control of one owner or group of owners and shall be capable of being planned and developed as one integral unit.

EXPLAIN Existing Summerfield Pointe PUD, developed by Healy Homes at Summerfield, LLC.  
The undeveloped portion proposed to be amended is owned by Healy Homes at Summerfield, LLC.  
A portion of the original PUD property was previously deeded to Genoa Township for use as a  
Nature Preserve.

4. The site shall have a minimum area of twenty (20) acres of contiguous land, provided such minimum may be reduced by the Township Board as follows:
  - A. The minimum area requirement may be reduced to five (5) acres for sites served by both public water and public sewer.
  - B. The minimum lot area may be waived for sites zoned for commercial use (NSD, GCD or RCD) where the site is occupied by a nonconforming commercial, office or industrial building, all buildings on such site are proposed to be removed or rehabilitated and a use permitted within the underlying zoning district is to be established. The Township Board shall only permit the PUD on the smaller site where it finds that the flexibility in dimensional standards is necessary to allow for innovative design



in redeveloping the site and an existing blighted situation will be eliminated. A parallel plan shall be provided showing how the site could be redeveloped without the use of the PUD to allow the Planning Commission to evaluate whether the modifications to dimensional standards are the minimum necessary to allow redevelopment of the site, while still meeting the spirit and intent of the ordinance.

C. Interchange Commercial and Campus PUDs: the Township Board may waive the minimum lot area where the design elements of a proposed development are integrated into and consistent with the broader Master Plan Latson Road Subarea Plans with compatible land uses

5. The PUD site plan shall provide one or more of the following benefits not possible under the standards of another zoning district, as determined by the Planning Commission:

- preservation of significant natural or historic features
- a complementary mixture of uses or a variety of housing types
- common open space for passive or active recreational use
- mitigation to offset impacts
- redevelopment of a nonconforming site where creative design can address unique site constraints.

6. The site shall be served by public sewer and water. The Township may approve a residential PUD that is not served by public sewer or water, provided all lots shall be at least one (1) acre in area and the requirements of the County Health Department shall be met.

Original PUD - 60.46 Acres

Size of property is 38.48 acres. Deeded to Township - 21.98 Acres

DESCRIBE BELOW HOW THE REQUESTED PUD DESIGNATION COMPLIES WITH AFOREMENTIONED MINIMUM LOT SIZE REQUIREMENTS.

The proposed PUD amendment depicts 102 detached single family residential condominium units in place of 136 of the attached single family residential condominium units. The MDR zoning district will allow construction of 131 SFR Townhouse units as depicted on the parallel plan.

**STANDARDS FOR REZONING TO PLANNED UNIT DEVELOPMENT (RESPOND HERE OR WITHIN THE IMPACT STATEMENT)**

1. How would the PUD be consistent with the goals, policies and future land use map of the Genoa Township Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area;

The property is zoned Planned Development and the Master Plan designates Future Land Use as Medium Density Residential - 5 Units/acre. The proposed amendment will reduce the total density from 5 units/acre as approved to 4.1 units/acre, excluding the area previously deeded to Genoa Township as a Nature Preserve.

2. The compatibility of all the potential uses in the PUD with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;

The existing PUD is proposed for residential use. The proposed amendment depicts reducing the total residential units within the PUD. The proposed reduction in residential density will reduce the impacts on the surrounding uses in the area.

3. The capacity of infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the Township;

Adequate capacity is available in the existing utility infrastructure, roads and public services to support the proposed reduction in overall density. The existing storm water management system has adequate capacity for the proposed development.

4. The apparent demand for the types of uses permitted in the PUD;

Demand for detached single-family residential homes remains stronger than the demand for attached single-family residential units.

#### 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: Jack Healy

ADDRESS: 32696 Sleeth Rd, Commerce Twp., 48362

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

Jack Healy of Healy Homes at Summerfield at healyhomes@comcast.net  
*Name Business Affiliation E-mail*

#### 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: Summerfield Pointe Estates

PROJECT LOCATON & DESCRIPTION: Genoa Township

SIGNATURE: 

DATE: 9/27/22

PRINT NAME: Jack Healy

PHONE: 248-684-1699

COMPANY NAME & ADDRESS: Healy Homes at Summerfield LLC

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: Healy Homes at Summerfield LLC

OWNER ADDRESS: 32696 Sleeth Rd, Commerce Twp., 48362 (248) 684-1699

SITE ADDRESS: Lawson Drive. 1,300 ft. North of Grand River Ave. Intersection

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.

SEE ATTACHED.

---

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 ATTACHED.

---

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?

SEE ATTACHED.

---

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?

SEE ATTACHED.

---

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

SEE ATTACHED.

**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: Jack Healy

Address: 32696 Sleeth Rd, Commerce Twp., 48362 Phone: (248) 684-1699

**Contact Information** - Review Letters and Correspondence shall be forwarded to the following: 1

1.) Jack Healy of Healy Homes at Summerfield LLC at (248) 685-3327  
*Name Business Affiliation Fax No.*

**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: Summerfield Pointe Estates

PROJECT LOCATON & DESCRIPTION: Lawson Drive. 1,300 ft. North of Grand River Ave.

Amendment to approved PUD plan

SIGNATURE: *Jack Healy*

DATE: 9/27/22

PRINT NAME: Jack Healy

PHONE: (248) 684-1699

COMPANY NAME & ADDRESS: Healy Homes at Summerfield LLC

APPLICABILITY OF PUBLIC VS. PRIVATE ROAD STANDARDS

1. Explain how there will be no need for the roadway to be dedicated as a public road in the future. *Private roads are approved within the Summerfield Pointe PUD. Proposed private roads will connect Lawson Drive extension through Summerfield Pointe to Aster Boulevard, both private roads. All future maintenance and improvements on this road will be performed by the condominium association for the development.*
  
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. *Private roads within the PUD are approved to provide continuity of the existing private road system from Lawson Drive in Summerfield Pointe, to Aster Blvd. within the adjacent Lakewood Knolls No. 2 PUD development. The existing connecting roads are private and the connections do not provide continuity of the public street system.*
  
3. What uses (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? *Per proposed traffic impact study analysis for "Stone Edge Pointe PUD" and dated August 31, 1999, the projected peak hour traffic for the development is expected in the P.M. hours with 102 vehicles entering, and 61 vehicles exiting.*

SUMMERFIELD POINTE PRIVATE ROAD ACCESS SUMMARY				
ROAD	TYPE OF UNIT	UNIT NUMBER	No. UNITS W/1 CAR GARAGE	No. UNITS W/2 CAR GARAGE
Summer Ridge Drive (Existing)	Attached Condominium	9 - 56	48	0
Summer Ridge Drive (Proposed)	Detached Site Condos	9 - 43	0	35
$\Sigma =$			<b>48</b>	<b>35</b>
Lawson Drive (Existing)	Attached Condominium	1 - 8	8	8
Lawson Drive (Proposed)	Detached Site Condos	44 - 102	0	59
$\Sigma =$			<b>8</b>	<b>67</b>
<b>TOTALS:</b>			<b>56</b>	<b>102</b>

*A summary of the existing and proposed condominium units is as follows: A total of 67 detached site condominium units and 8 attached condominium units will access from Lawson Drive, and 35 detached site condominium units and 48 attached condominium units will access from Summer Ridge Drive.*

4. Are there any significant natural features such as mature trees, natural slopes, wetlands or others water bodies that would be preserved through construction and maintenance as a private road? *The proposed PUD amendment maintains the previously approved road layout. The overall geography of the site will be modified with as minimum fill as required to provide adequate utility*

*ground cover and provide sewer service to the proposed units. Existing grades will be match at all property lines and at all construction limits of disturbance. Existing trees located outside of limits of disturbance will be preserved. No grading or modifications are proposed within the existing wetland limits on-site.*

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

*The costs of maintenance, repair, replacement and resurfacing by the Association or the neighboring condominium association for Summerfield Point shall be assessed to the Co-Owners in Summerfield Pointe Estates on a pro-rata basis based on the number of Units in Summerfield Pointe Estates and Summerfield Pointe. Co-Owners acknowledge and agree that they will be subject to assessments relating to the cost sharing with the neighboring community and as required under the PUD Agreement.*



## NOTICE OF PUBLIC HEARING – NOVEMBER 14, 2022 (PUD AMENDMENT)

October 27, 2022

To Whom It May Concern:

Please be advised that the Planning Commission of Genoa Charter Township will conduct a public hearing on **Monday, November 14, 2022 commencing at 6:30 p.m.** As required by state law, you are receiving this notice because you have been identified as an owner or occupant of real property within 300 feet of the subject parcels.

The property in question is located on Lawson Road, north of Grand River Avenue. **The applicant is requesting an amendment to the Summerfield Pointe Planned Unit Development Agreement to convert the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums. The request is petitioned by Healy Homes of Summerfield, LLC.**

You are invited to attend this hearing. Members of the public will be able to speak during the public hearing portions of the meeting. If, prior to the meeting, members of the public have certain questions or wish to provide input on any business that will be addressed at the meeting then such persons may contact the Planning Commissioners through email to [amy@genoa.org](mailto:amy@genoa.org), or by mail at 2911 Dorr Road, Brighton, Michigan 48116.

Genoa Charter Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon seven (7) days' notice to the Township. Individuals with disabilities requiring auxiliary aids or services should contact the Township in writing or by calling at (810) 227-5225.

Sincerely,

Amy Ruthig,  
Planning Director

2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
[genoa.org](http://genoa.org)

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

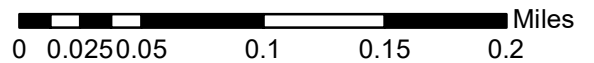
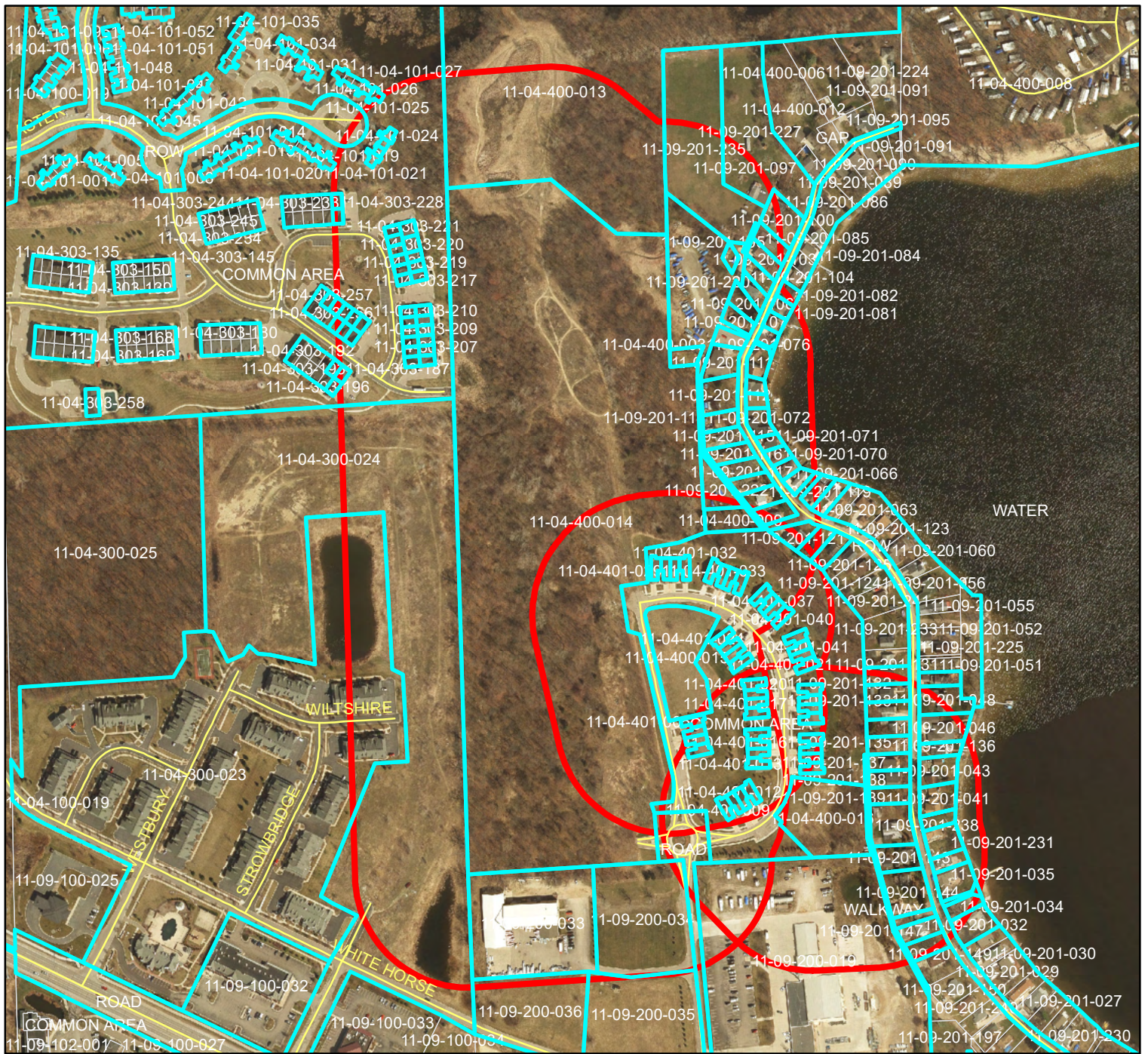
Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter

# 300 Foot Buffer for Noticing



Site Plan Review: Healy Homes

Address: Lawson and Grand River

Parcels: 4711-04-400-014, -015, -018

Meeting Date: November 14, 2022





**From:** [Anthony Mann](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Petition for Healy Homes of Summerfield  
**Date:** Tuesday, November 1, 2022 4:09:39 PM

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Hello Amy,

Received a notice of Public Hearing for (PUD Amendment) being held on Monday, November 14, 2022. Healy Homes is requesting an amendment to the Sumerfield Pointe Planned Unit.

I am owner of one of the attached condos (4672 summer ridge) and have a couple questions before approval is granted.

1) We currently pay \$170.00 monthly HOA dues, so when and if the attached condos are built will the new builds be part of HOA dues as soon as their built. This would be paid by Healy Homes until they are sold or rented. Asking because part of HOA dues is for lawn maintenance and snow plowing and the new builds would benefit from this.

2) When the new build starts for phases one being the 12 attached condos and the other being the 102 single family detached homes, all the construction machinery will be traveling down Lawson road to access, since at this time is the only access. This will be heavy machinery and needless to state put a strain on our roads that we must pay for out of our HOA monies if damaged. I feel that that Healy Homes should be held liable for any damages that should occur during and after completed.

Thank you for your time and understanding.

Anthony Mann  
4672 Summer Ridge

**From:** Sue Funk  
**To:** Kathy@genoa.org; Amy Ruthig  
**Subject:** Summerfield Estates Plan  
**Date:** Friday, November 4, 2022 8:13:50 PM

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I am a resident of Hampton Ridge Condominium association and am very concerned about the Summerfield Estates plan to extend Aster Blvd. We have **private** roads in Hampton Ridge and pay for them out of our Homeowners Association fees. Our roads are already being used by another complex, Lakewood Noel, to our north since the traffic light was installed a few years ago. They have increased our road usage already!

Can't Summerfield Estates come up with another plan for their second exit that doesn't bring them through Hampton Ridge? We have a lot of children in our complex using our roads for skateboards and bicycling. How safe will they be with all that extra traffic from Summerfield Estates now too?

Please help Hampton Ridge!

Regards,  
Suzanne Funk

**From:** [janet.flett@gmail.com](mailto:janet.flett@gmail.com)  
**To:** [Ama Ruthie](#); [Kathy VanMarter](#)  
**Subject:** Summerfield Point  
**Date:** Tuesday, November 8, 2022 9:33:23 PM

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Good evening,

I'm a resident of Hampton Ridge. The development of Summerfield Point and the road connecting the 2 associations is very disconcerting. We already share the roads with another condo group and the Knollwood subdivision. The traffic signal just amplified the vehicles on Hampton Ridge Blvd. There are issues of speeding, road degradation and children safety due to the existing higher volume. Due to the apartment expansion we have already lost mature woods which helped to create a natural sound and light barrier. I am voicing additional concerns to the commissioners to take into consideration, things that could bring even greater detrimental living conditions to our community (IE: higher traffic volume in our community, shared road agreement/cost of maintenance, loss of natural mature tree screening for noise/light, privacy, etc).

I'm planning on attending the upcoming meeting next week. I'm told this project is on the agenda.

Janet Flett  
4272 Hampton Ridge Blvd  
928-853-5191

**From:** [Pat Anderson](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Subject:** Summerfield Point  
**Date:** Tuesday, November 8, 2022 8:46:00 PM

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Good evening,

I'm a resident of Hampton Ridge. The development of Summerfield Point and the road connecting the 2 associations is very disconcerting. We already share the roads with another condo group and the Knollwood subdivision. The traffic signal just amplified the vehicles on Hampton Ridge Blvd.

I'm planning on attending the upcoming meeting next week. I'm told this project is on the agenda.

Pat Anderson  
4280 Hampton Ridge Blvd  
734 255-7855

Sent from my iPhone

From: [Jamie](#)  
To: [Kelly VanMarter](#); [Amy Ruthig](#)  
Subject: Summerfield Pointe-Hampton Ridge  
Date: Wednesday, November 9, 2022 6:45:35 PM

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Dear Genoa Township Commissioners,

I hope this email finds you all well, and ready for the upcoming holiday season, and a new year. :)

I am writing in regards to the Monday, 11/14 public hearing for Summerfield Pointe. I submitted a previous email concern earlier this year for the April public hearing, as well as spoke at a discussion meeting in August. I would like to convey some of my concerns again to all of you ahead of the planning meeting, hoping you would take them into consideration with the amended plan proposal Mr. Healy is seeking approval from you for the Summerfield Pointe PUD.

Concerns discussed below include:

- Phase 1 Summerfield Pointe project completion
- HOA bylaw/rule comparison
- Noise & light pollution
- Shared road cost

It is unfair to both Genoa township and the initial invested buyers of phase 1 Summerfield Pointe that the builder walked away for so long due to financial issues. I do not see how any plans for phase 2/3 should be approved or even started until he finishes phase 1. ***How are we guaranteed the builder will not have the same issue with a market change or economic crisis?*** Mr. Healy approached me privately after I asked this question at the August discussion meeting, and he said once approved, he would plan to immediately connect Aster Blvd from Hampton Ridge and begin building on 8-10 sites in the back phase. I have concern he will clear the land and begin the back phases and prioritize those before finishing phase 1. ***Why should the residents in phase 1 of Summerfield Pointe wait any longer for their section to be finished?***

Living in Hampton Ridge for the last 8 years, I am deeply concerned and disappointed at the potential parallel proposals to change from condominiums to either single family homes or town homes. The reduction in quantity does not help ease my main concern of the overall potential living style differences of if it becomes homes/townhomes versus if it was the original plan of condo-condo neighbors. You are now placing a completely different housing scenario in the middle and surrounded by condominiums and apartments—which I would fathom condominiums and apartments will have tighter, stricter bylaws and regulations their residents must abide by as an expectation of living in that community.

***How would the HOA bylaws/rules compare to our neighboring condominium community if the extended phases are single family homes or townhomes? Would they be more lax and subject to change, causing future added disruption and concerns for the neighboring community of Hampton Ridge?***

For example, our HOA prevents dogs from being left tied up outside. And if pets are noisy inside at neighboring units, our HOA can step in to help keep a peaceful and enjoyable living situation and community. Dogs left outside can bark and create a disturbance to neighbors. ***Would dogs potentially be allowed to be left outside tied up and unattended in the expansion of Summerfield Pointe, as these residences would each have their own private lot and yard?*** If you build communities in a tight proximity (roughly within 30-40ft of property lines), and then you want to connect them with a road for increased connectivity of neighboring communities, then bylaws should mirror each other to avoid conflicts. Otherwise, Hampton Ridge could be bullied and bulldozed by the neighboring new owners. It will already seem that one community is more elite having over double the property value (Hampton Ridge: 190-220k; Summerfield Pointe single family homes starting 400K+).

Also, as discussed at the August meeting, I'm highly concerned about noise and light pollution with this development expanding literally right on top of our community (see attached image of overlay if the Summerfield townhomes site plan was approved, and the current expansion of Westbury apartments).

Many Hampton Ridge residents are retired or work from home, and the thought of the added noise disruption, especially the risk of random lawn care any given day/time of the week compared to our one day a week scheduled HOA maintenance, is a high concern. If the PUD was to remain condominiums, there would not be a need for a second, separate HOA in Summerfield Pointe...then the community would flow and seem like an extension of Hampton Ridge in a way. ***What guarantee does Hampton Ridge have that this new neighboring community would have scheduled maintenance with a company to manage the lawns? How are we promised that the new HOA would not try to save on costs later and remove a maintenance company and resort to residents maintaining their own lawns?*** I find it hard to imagine buyers would want to pay for \$400-425k starting base price for homes with minimal yards, and then be asked to spend extra money on HOA dues to have them maintained.

Additionally, the threat of added noise and light pollution effecting Hampton Ridge residents is a devastating concern to our community's privacy, wellness and tranquility. It is disheartening that during the initial PUDs being approved (2002-2004) there was not more care and thoughtfulness to protecting the property boundaries. ***Why were the initial PUDs approved, but did not require that each development maintain woodlands and mature trees as screening between each one along all property borders?*** After now seeing Westbury apartments expansion project remove all most all of the mature trees along their north property line/Hampton Ridge, I am disgusted to see Hampton Ridge was developed so tightly to the property lines and only random mature trees left throughout our entire community. Planting new lines of trees as proposed by the Summerfield Pointe

plans will take 15+ years to reach the maturity and benefit of what is likely to be removed. I see no plan to keep woodlands to the west of Summerfield Pointe along Hampton Ridge. The tree canopy depicted in drawings could be just one large tree. I have multiple times pleaded for more mature trees to be left in the plans of Summerfield Pointe, and help give both our communities a natural barrier and screening between the two developments. Without a thicker line of multiple mature trees, this means added light pollution and noise for several of our buildings. As a reminder, Hampton Ridge's units have windows primarily facing only one direction—and for two buildings (12 owners) that means facing east and the proposed development. ***With the vision of Genoa Township's master plan mentioning protecting woodlands and tree canopies, why is there no effort to require a better buffer between properties?*** Had this project not been stalled over 15yrs, and mature trees been removed and new ones planted, they would be to a size by now that this point of concern would not be relevant. ***Why does our community have to suffer at the expense of this developer's delay? Could there be more of an attempt at protecting the woodlands and mature trees along the property lines, and possibly remove the "open space" for preservation of trees?*** A random single tree or even a single row of several trees does not constitute "woodlands" and provide natural screening and benefits. Single and random mature trees are susceptible to disease and injury from weather, which we have experienced throughout Hampton Ridge in recent years and with no plan of replacements.

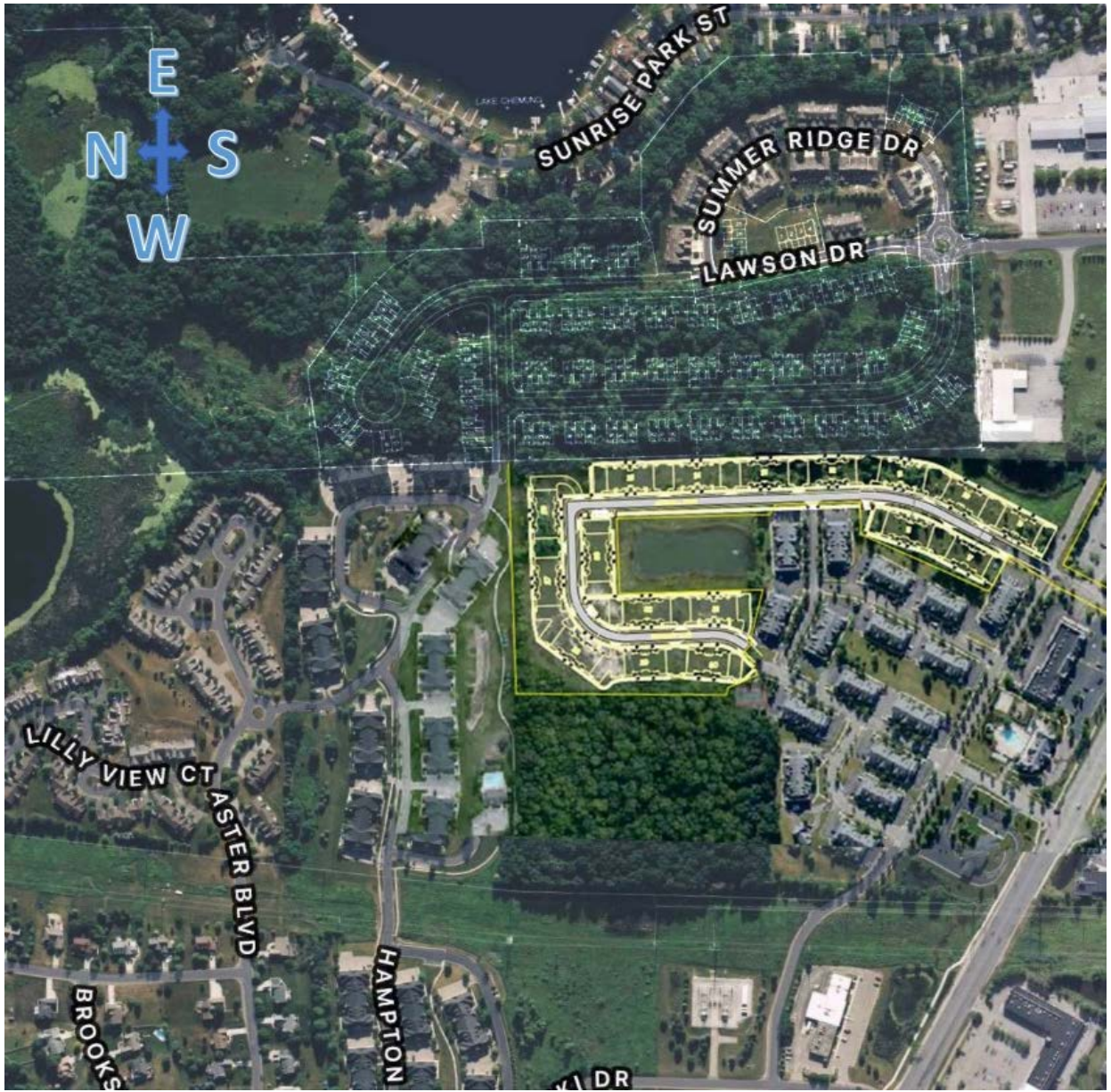
Light pollution is a concern given we have not seen the plans for street lights and Hampton Ridge does not have street lights and only timer garage lights. And it seems every single site plan for Summerfield Pointe, including the original condominiums, has units and garages facing our buildings. Again, seeing someone else's property within 30-40ft of Hampton Ridge buildings (or even the fact a road would run along very closely to our property line) points to severe privacy concerns, and noise and light disturbances taking away a peaceful living situation for our communities.

If Aster Blvd is extended to connect another community to Hampton Ridge, it adds more concern from a cost and traffic standpoint. ***Is it assumed Hampton Ridge is taking on the full cost to cover road maintenance and repairs, and a future replacement? What would a shared road agreement look like between Hampton Ridge, Summerfield Pointe and Lakewood Knolls to make the expense not fall solely on Hampton Ridge?*** Currently, Hampton Ridge is experiencing excess traffic through the community from Lakewood Knoll. We do not reciprocate that traffic and travel back on their roads. Yet, our main private road that is used by Lakewood Knoll residents (and potentially the future residents of Summerfield Pointe) has depreciated with time and will need to be replaced. Part of our HOA dues pay a police officer to randomly patrol and try to prevent speeding vehicles; we may even be forced to resort to purchasing speed bumps because there are many children in our community and speeding is a problem. Our HOA is increasing Hampton Ridge residents' dues again to save for the road replacement expense. ***Why do the neighboring communities that use our roads not participate in cost contribution for sharing our road?***

Lastly, with the recent start of Westbury apartments expanding, which borders both Summerfield Pointe and Hampton Ridge, I would hope the planning committee and Township takes into consideration the amount of construction noise, traffic and air quality/dust we already are enduring. I worry about these projects simultaneously occurring in the immediate area.

Thank you for your time reading my email, and for your consideration to my above concern points. And thank you for all of your continued efforts and dedication to making and keeping Genoa Township a wonderful place to call home.

Best,  
~Jamie  
Hampton Ridge Resident



**From:** [Sue Mccune](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Subject:** Summerfield Pointe impact to Hampton Ridge Condo residents.  
**Date:** Wednesday, November 9, 2022 8:03:29 PM

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Amy and Kelly,

I am a resident of Hampton Ridge in building 19 and I voicing my concern to the development that is going to be built behind my building.

I understand the developer wants to connect Aster Blv into their complex as well as use it for all of the construction traffic. I'm extremely concerned with safety issues of trucks traveling in our complex, there are a lot of folks that walk their dogs, we have several children in our building that ride their bikes, scooters and little battery run cars near that street, not to mention the noise, wear and tear on the road that we as unit owners pay for in our monthly condo fees. I realize we would have equal access to use their community to exit, however I feel the additional traffic coming through our complex will also disrupt the quietness of our community, which is why I bought into this complex 2 years ago.

I'm concerned about cutting all of the beautiful mature trees down, which if left standing will also be a noise barrier for our building. Then there is the displacement of wildlife in the area behind my building. I see flocks of turkeys run across our common grounds as well as turtles laying their eggs. It's heaven for me here since I retired a few years ago. Since they've cut down all the trees and the other end of my building I can now hear the grand river traffic as if it's in my front yard. I sit on my deck and that is all I can hear now, very disappointing.

I hope the township will take into consideration all of my concerns as well as others in my community.

Thank you for your time and the good work the planning committee is doing for our township.

Regards,

Sue McCune





November 8, 2022

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Summerfield Pointe Estates – Amendment to an Approved PUD, Preliminary Condominium Plan, and Private Road Application (Review #2)
<b>Location:</b>	Lawson Drive, north of Grand River Avenue
<b>Zoning:</b>	MUPUD Mixed Use Planned Unit Development

Dear Commissioners:

At the Township’s request, we have reviewed the revised submittal from Healy Homes requesting an amendment to the approved PUD for Summerfield Pointe Estates, as well as review of a preliminary condominium plan and private road (plans dated 10/25/22).

**A. Summary**

**1. PUD Amendment:**

- a. The applicant proposes to construct 102 detached residential units in lieu of the 140 attached units that are included in the approved PUD.
- b. Dimensional deviations are sought for lot width, lot area, and combination of side yard setbacks.
- c. The applicant must address any comments provided by Township staff and/or the Township Attorney on the draft PUD Agreement.

**2. Preliminary Condominium Plan:**

- a. The applicant must address any comments provided by Township staff and/or the Township Attorney on the draft condominium documents.
- b. The detailed plan drawings do not identify the area where the proposed building containing Units 53-56 is located.
- c. The site data and zoning table should be included on Sheet SD (as it was in the previous submittal and is currently referenced on Sheet SP1).
- d. Sidewalks are located within the site condominium units and not the roadway easement, which is relatively unusual.
- e. There are minor discrepancies on the landscape plan that need to be corrected.
- f. The Master Deed should identify the open space areas as general common elements subject to maintenance and protection by the Association.
- g. The Commission should consider comments provided by the Township Engineer and/or Brighton Area Fire Authority.

**3. Private Road:**

- a. The provisions to allow variation from public roadway standards do not appear to be met.
- b. The submittal does not include a Private Road Maintenance Agreement.
- c. The required easement and roadway widths are not provided; however, both are identified as dimensional deviations in the draft PUD Agreement.
- d. The plans do not identify any street signs.
- e. Design details such as AASHTO standards, pavement, curb and gutter, grades, and curves, are subject to review by the Township Engineer.

**Summerfield Pointe Estates**



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

**B. Proposal/Process**

The applicant proposes to amend an approved PUD by constructing 102 detached residential site condominium units in lieu of 140 attached residential condominium units. The project also includes 12 attached units on the east side of Lawson Drive.

In accordance with Section 10.11, the PUD amendment requires review and recommendation by the Planning Commission, and final review/approval by the Township Board (including execution of an amended PUD Agreement).

Furthermore, condominium plans require preliminary and final review/approval, both of which go before the Planning Commission for recommendation to the Township Board (including the private road plan).

In this instance, the Township may process the PUD amendment and preliminary condominium plan simultaneously, though two separate actions should be taken.

Favorable recommendation on the preliminary condominium plan should be conditioned upon Township Board approval of the PUD amendment.

**C. PUD Amendment**

The approved PUD calls for an additional 140 attached residential condominium units (beyond the 44 already constructed). At this time, the applicant seeks to amend the PUD to allow 102 detached residential site condominium units in lieu of the 140 attached units.

The plan and accompanying amendment to the PUD Agreement identify 4 phases that include construction of residential units, extension of Lawson Drive with a connection to Aster Boulevard, construction of Summer Ridge Drive, extension of necessary utilities, and open space areas.

The draft PUD Agreement includes dimensional standards and deviations sought for the proposed detached units (reduced lot widths, lot areas and setbacks from conventional MDR standards for detached units).

The applicant must address any comments provided by Township staff and/or the Township Attorney on the draft PUD Agreement.

**D. Preliminary Condominium Plan**

- 1. Submittal Requirements.** The revised submittal includes draft condominium documents, as required.

The attached units proposed will be part of the existing condominium association (Summerfield Pointe), while the detached units entail creation of a separate association (Summerfield Pointe Estates).

The applicant must address any comments provided by Township staff and/or the Township Attorney on these documents.

Additionally, the plan drawings (Sheets SP, UT, GR, and L) do not identify the area where the proposed building containing Units 53-56 is located. This area must be added to the plan drawings.

- 2. Dimensional Requirements.** The proposal identifies units ranging in area from 5,934 square feet (Unit 23) to 10,739 square feet (Unit 80), with a minimum width of 55 feet.

The revised draft PUD Agreement includes a table noting deviations sought from MDR lot width and area (75' and 10,000 SF, respectively), as well as the combination of side yard setbacks.

A site data and zoning table was previously included on Sheet SD, though it has been removed in the revised submittal. We request the table be added back to the submittal (as referenced on Sheet SP1).

- 3. Buildings.** The revised submittal includes elevation drawings depicting 5 different home types, including multiple variations thereof.

The front facades are primarily brick, with horizontal siding depicted as accents. Side and rear elevations are predominantly faced with siding.

The revised submittal also includes elevation drawings for the attached units. Similar to the detached units, the front facades include brick and horizontal siding, while the side and rear elevations contain mostly siding.

- 4. Pedestrian Circulation.** The plan includes 5-foot wide concrete sidewalks throughout the proposed development; however, they are located within the confines of the site condominium units themselves, and not within the roadway easement, as is typically the case.

- 5. Vehicular Circulation.** The development includes extension of Lawson Drive, including a connection to Aster Boulevard, and construction of Summer Ridge Drive.

The proposed connection will align with a stub road already built on the adjacent development to the west. Per discussion with Township, this connection is a priority that is warranted for good planning practice, enhanced public safety, and to alleviate traffic congestion.

The Commission should consider any comments provided by the Township Engineer and/or Brighton Area Fire Authority with respect to the proposed roadway layout and design.

- 6. Landscaping.** Section 12.02.02 requires 2 street trees (canopy trees) per unit.

The landscape plan provides for 229 canopy trees and 40 evergreen trees. Plantings are located along the roadways and within open space areas.

The following discrepancies on the landscape plan need to be corrected:

- Sheet L-1 – 22 AS depicted on plan/28 noted in table; 16 LT depicted on plan/19 noted in table; 5 AF noted on plan (east of Lawson Drive)/4 depicted; and 19 AR noted on plan (along Lawson)/20 depicted.

**7. Lighting.** The submittal does not identify any street lights.

**8. Park/Open Space.** The submittal identifies 5 open space areas, including an existing conservation easement over a portion of the area along the east side of the development, and a play area at the north end of the development.

The submittal includes landscaping in the open space areas, as well as a play structure within the northerly open space; however, as previously noted, no details are depicted for the area in the southeast portion of the site (Units 53-56).

The open space areas should be identified as general common elements in the Master Deed that are subject to protection and maintenance by the Condominium Association.

**9. Grading, Drainage, and Utilities.** We defer to the Township Engineer for review and comment on site engineering elements.

#### **E. Private Road Review**

The private road application has been reviewed for compliance with the standards of Section 15.05, as follows:

**1. Public v. Private.** Section 15.05.01 requires that private roads be built to the standards of the Livingston County Road Commission, unless all of the following apply:

- There is no indication of a need for the roadway to be dedicated as a public road in the future.
- 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.
- The expected traffic volumes along the roadway are not expected to exceed five hundred (500) vehicles per average weekday, based on accepted trip generation figures.
- 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 property owners are providing financial and administrative mechanisms to ensure maintenance of the private road. A copy of a Private Road Maintenance Agreement shall be provided to the Township in a manner acceptable to the Township Attorney and approved by the Township Board.

It is our understanding that all of the roads depicted are intended to be private and that existing Lawson Drive is also private.

Additionally, 102 detached residential units will be expected to generate more than 500 trips per day.

Lastly, the submittal does not include the required Private Road Maintenance Agreement.

**2. AASHTO Standards.** We defer to the Township Engineer as to whether these standards are met.

**Summerfield Pointe Estates**

Amendment to an Approved PUD, Preliminary Condominium Plan, and Private Road Application (Review #2)

Page 5

**3. Easement Width.** Section 15.05.03 requires a 66-foot easement width, though the Commission may reduce the width to 50 feet when the following criteria are met:

- The width is determined to be adequate for the necessary pavement and utilities.
- Adequate clear sight distance can be maintained.
- There is no desire or reasonable expectation that the road, as shown could become a public street or potentially extended in the future.
- Is not expected to accommodate over three hundred (300) vehicle trips per average weekday based on accepted traffic generation figures.
- If, in addition to the above, the easement will only provide access to a maximum of four (4) single family lots or dwelling units, the width may be reduced to forty (40) feet.

The cross-section on Sheet DT1 identifies a 30-foot easement width. Though it is not clear that the criteria to allow a reduction to 50 feet are met, the applicant has included this as a dimensional deviation in the draft PUD Agreement.

**4. Road Design.** These standards require a 30-foot roadway width, paved roadway, and curb and gutter. The draft PUD Agreement includes a 2-foot reduction in the actual roadway width from 30 feet to 28 feet.

**5. Maximum Cul-de-sac Length.** The plan does not include the use of a cul-de-sac.

**6. Grades.** Road grades are subject to review/approval by the Township Engineer.

**7. Horizontal Curve.** Curves are subject to review/approval by the Township Engineer, though the draft PUD Agreement includes a dimensional deviation to reduce the horizontal curve radius from 150 feet to 100 feet.

**8. Intersection.** The intersections shown on the plan are at 90-degree angles, as required.

**9. Minimum Offsets.** These standards do not apply to the request.

**10. Boulevard Medians.** The plans do not include medians.

**11. Vertical Clearance.** The applicant must maintain a minimum clearance of 15 feet for any trees that overhang the paved roadway.

**12. Street Names.** Subject to review by Livingston County Road Commission.

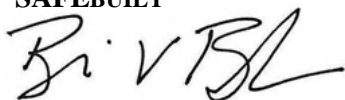
**13. Signs.** The plans do not identify any street signs.

**14. Yard Setbacks.** Aside from the connection to Aster Drive, the proposed easement does not abut the property line of an adjacent site.

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

Respectfully,

**SAFEBUILT**



Brian V. Borden, AICP

Michigan Planning Manager



November 9, 2022

Ms. Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Summerfield Pointe Amendment  
Site Plan Review No. 2**

Dear Ms. Ruthig:

Tetra Tech conducted a second review of the proposed Summerfield Pointe site plan last dated October 25, 2022. The plans were prepared by Desine, Inc. on behalf of Healy Homes at Summerfield LLC. The development is located on 60 acres on the northwest side of the existing Summerfield Pointe development located on Lawson Drive. The Petitioner is proposing 102 single family units and two attached condo buildings with four units each. The proposed site includes storm sewer and on-site detention, as well as sanitary sewer and water main improvements. We offer the following comments:

#### **GENERAL**

1. The general road layout for the proposed Summerfield Pointe development is essentially the same as the previously approved version with multi-family units. We have no engineering related concerns with single family units as opposed to multi-family units.

#### **PRIVATE ROAD**

1. After final site plan approval, the Petitioner will be required to submit private road construction plans to the Township for review and approval. The Petitioner should review the private road requirements in the Genoa Township Engineering Standards and make sure all requirements are met. Engineering Design Standards allow a minimum horizontal curve radius of 150 feet for roads with a posted speed limit of twenty-five miles per hour or less. This should be addressed on the final site plan.
2. The intersection radii are currently shown as 27 feet. Genoa Township Engineering Design Standards require a minimum intersection radius of 30 feet.
3. Low spots within intersections are not allowed. More spot elevations should be used at proposed intersections to show that drainage is being carried away from the intersection.

#### **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.
2. The Existing and Proposed Utility Structure Inventories on UT 7 are inconsistent with the calculations and the utility plans. This should be addressed on the final site plan.

#### **DRAINAGE AND GRADING**

1. The proposed PUD Amendment notes in Article II, note 4, that installation of drainage facilities for the future phase have been completed, and that the Developer shall have no obligation to install further stormwater drainage

**Ms. Amy Ruthig**  
**Re: Summerfield Pointe Amendment**  
**Site Plan Review No. 2**  
**November 9, 2022**  
**Page 2**

facilities for future phases. The Township does not have the final authority to waive improvements to the existing drainage facilities. Since the previous site plan with multi-family units was approved, the Livingston County Drain Commissioner (LCDC) has updated their design standards and may require that the future phases of this development are brought into compliance with the new updated LCDC Procedures and Design Criteria for Stormwater Management Systems.

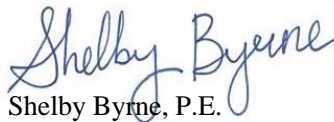
2. The existing on-site detention basin was designed using the previous LCDC Standards. The Petitioner should work with the Drain Commissioner to determine if their existing detention pond will need to be revised to conform to the new standard. Evidence of approval from the LCDC should be provided to the Township prior to final site plan review.
3. The final site plan must include SESC measures for review and approval. SESC details should be included and should match LCDC Standards.
4. The LCDC requires that the "Land Use Summary Table" found in Appendix J of their updated LCDC Procedures and Design Criteria for Stormwater Management Systems be included on the cover sheet of the construction plans.
5. CB 132B on the storm sewer calculations is labeled as FES 303 on the utility plans.

The provided site plan is adequate for the preliminary condominium plan phase. The above comments should be addressed as part of the final site plan submittal.

Sincerely,



Gary J. Markstrom, P.E.  
Vice President



Shelby Byrne, P.E.  
Project Engineer



# BRIGHTON AREA FIRE AUTHORITY

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

The Fire Marshal confirmed on 11/1/22 that the revised plans did not necessitate a change to this letter.

October 19, 2022

Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Summerfield Pointe Estates  
Genoa

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on October 5, 2022 and the drawings are dated September 26, 2022. The project is a site plan based on completion of a previously planned residential development and reconstruction of the roadway leading to the development. The applicant is also requesting a modification from multi-family zoning to 108 single-family residential lots. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

**All previous review comments have been addressed on the recent submittal.**

Additional comments will be given when a complete submittal is provided. 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



**FIRST AMENDMENT TO AMENDED AND RESTATED SUMMERFIELD POINTE PLANNED  
UNIT DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation (“Township”), whose address is 2911 Dorr Road, Brighton, Michigan 48116 and HEALY HOMES AT SUMMERFIELD, LLC, a Michigan limited liability company (“Developer), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382.

**RECITALS**

A. The Township and Developer’s predecessor in interest, Adler Enterprises Company, L.L.C., entered into that certain Summerfield Pointe Planned Unit Development Agreement dated April 19, 2002, and recorded on September 25, 2002 in Liber 3533, Page 0900, Livingston County Records, as amended by that certain Amended and Restated Summerfield Pointed Planned Unit Development Agreement dated April 19, 2002 and recorded on February 24, 2003 in Liber 0772, Page 0940, Livingston County Records (as amended, the “**PUD Agreement**”), pertaining to the real property described in **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Developer desires to reconfigure the lay-out, configuration, number and type of condominium units, and changes to related specifications and set-back, to be developed under the PUD Agreement as further described and depicted on the amended PUD Site Plan attached as **Exhibit B** to this Agreement (“**Amended PUD Site Plan**”) as it relates to a portion of the Property further described on **Exhibit C** to this Amendment (the “**Future Phases**”).

C. To facilitate the development of the Future Phases, the Township and Developer desire to amend the PUD Agreement to incorporate the Amended PUD Plan.

D. All provisions and terms of the PUD Agreement not addressed by this Amendment shall remain in full force and effect.

**AMENDMENT**

The PUD Agreement is amended as follows:

1. **Amended PUD Site Plan**. The PUD Site Plan defined in the PUD Agreement, as it relates to the Future Phases, is hereby amended and replaced with the Amended PUD Site Plan. The remainder of the Property shall continue to be subject to the terms and conditions of the PUD Agreement.

2. **Land Use Authorization and Standards**. Article II of the PUD Agreement is hereby amended to add the following provisions as it relates to the Future Phases:

for

**“ARTICLE II. LAND USE AUTHORIZATION AND STANDARDS**

2.1 The Planned Unit Development as set forth on the PUD Plan reflects the change in the zoning for the Property from Rural Residential to medium density residential (MDR) consisting of the following use:

2.2 conflicts with 2.1 and paragraph 3. What is allowed to be built needs to be clarified.

Not more than 102 single family units and 14 Buildings of 4 units a total of 56 attached units of which 44 have already been built. ~~A total of 158 residential units.~~

2.2 The number of multi-family residential units permitted on the Property are a maximum of 48 attached condominium units for occupancy as single family residences. Also permitted on the property are 102 single family detached units.

**The maximum number of units permitted on the property is 158 units.**

2.3 **Setbacks for the attached condominium buildings are:**

<u>Perimeter Setback</u>	<u>Sidewalk Setback</u>	<u>Setback Between Building</u>	<u>Wetlands Setback</u>
North (side) 50 ft West (rear) Min 30 ft South (front) Min 34 ft East (side) 75 ft.	Min 20 ft from back of sidewalk to front of residential building improvements.	Min 30 ft	Min 25 ft.

30 ft from back of curb.

sidewalk

**Setbacks for Single Family detached units are:**

<u>Perimeter Setback</u>	<u>Front Setback</u>	<u>Rear Setback</u>	<u>Side Setback</u>
North(side) 50 ft West (rear) Min 30 ft South (front) Min 35 ft East (side) Min 75 ft	30 ft from back of curb 20 ft from back side of <del>walk</del>	Min 30 ft	5 ft Min 14 ft between houses

**Proposed Dimensional Deviations from the MDR Zoning Requirements**

	<u>Unit Width</u>	<u>Unit Area</u>
<b>MDR Zoning Requirements</b>	75'	10,000 sq ft
<b>Deviations Proposed by Applicant</b>	55'	6,600 sq ft (5,934 sq ft for Unit #29)

2.4 Developer and the Developer’s successors in interest, including, but not limited to the association established to operate and manage the condominium, and the future owners of units shall preserve and protect the woodlands along the perimeter setback of the property on the east side and the PUD Plan shall identify the area within the east side perimeter setback as a permanent conservation area. The permanent conservation area shall be preserved and protected and maintained by the homeowner’s association.

3. Schedule of Construction. Developer shall install and construct improvements for the Future Phases in accordance with the phasing plan set forth PUD Site Plan and as further described below:

The attached units should be numbered on the site plan and the agreement must reference the new numbers. Also, the 4 units in the southeast corner are labeled as phase 2 on the plans, this should be corrected if the intent is to build in Phase 1. Consider attaching exhibit showing unit numbers and phasing.

attached multifamily 4-unit buildings,

curbs, gutters and base layer are installed

of Phase 1.

Township approval

land use

a. **Phase I.** The Lawson Road and Grand River road improvements and installation as required by the PUD Agreement have been completed. Developer shall be entitled to start clearing, grading, construction and installation of utilities and roads for Phase I as identified on the PUD site plan, which includes (i) eight (8) site condominium units, single family homes, Units 1-8, inclusive, and (ii) units 1-4, inclusive, 28-29, inclusive, and 53-56, inclusive, attached condominium units. Developer shall be entitled to two (2) model units for both the site condominium portion and the attached condominium portion. Upon execution of this Amendment and making application for appropriate permits (including payment of related fees), and Developer complying with all agency regulations and approvals, the Township shall issue all necessary land use permits to Developer to commence clearing, grading, site work, installation and construction. The Developer shall be entitled to final certificates of occupancy for each structure it completes within Phase I, provided each structure otherwise complies with building code requirements. Developer shall have no obligation to complete any improvements in subsequent phases prior to receiving the certificates of occupancy for Phase I, unless such development is required by a different agency in relation to such agency's approval.

b. **Phase II.** Prior to issuance of building permits for any units located in Phase II, Developer shall start construction of the portion of Lawson Drive which will serve as the connector road to Hampton Ridge. The portion of Lawson Drive which must be started by Developer is located along units 100-102, 60-68, and 44-56 (the "Connector Road"). When the Connector Road is substantially complete meaning the base layer of asphalt is installed and the road may accommodate vehicle traffic, then the Township shall, and Developer shall be entitled to, issuance of any and all required land use permits for units 100-102, 60-68, and 44-56.

c. **Phase III-IV.** Developer shall install the remainder of improvements as follows:  
i. Developer shall install the utilities and roads to service units 69-100 and 57-59 and pay any required fees to agencies required to review and approve such utilities and roads. Upon completion of installation of such improvements, Developer shall be entitled to issuance of all land use permits for units 69-100 and 57-59.  
ii. Developer shall install the utilities and roads to service units 9-43 and pay any required fees to agencies required to review and approve such utilities and roads. Upon completion of installation of such improvements, Developer shall be entitled to issuance of all land use permits for units 9-43.

4. **Drainage.** Developer has completed installation of all drainage systems required to be installed pursuant to the PUD Agreement, including all drainage facilities required for the Future Phase. Developer shall have no obligation to install further stormwater drainage facilities for the Future Phase, provided, however, that Developer will make any and all changes and install any additional improvements as required by the Livingston County Drain Commission or the Township pursuant to County and Township requirements for such system, to the extent the existing systems are not compliant/do not meet the requirements of each governmental agency.

5. **Utilities.** Article VIII of the PUD is amended to add the following at the following in relation to the Future Phase:

**FUTURE PHASE UTILITIES**

There is no need for 8.1 to change. Remove this item.

"8.1 Public sanitary sewer and public water are provided to the development by the Township and/or the responsibly governmental authority for the Future Phases.

the first

each

8.2 Prior to the issuance of the final certificates of occupancy for each residential structure in a Phase, Developer shall provide and dedicate easements to the Township and/or the responsible governmental

This is up to the discretion of the Liv. County Drain Commissioners office. This agreement cannot bind them since they are not a party.

issuance of each

authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.

8.3 Developer shall construct and pay the cost of the infrastructure required by the Township and the Township’s consulting engineers to connect the property to the public sanitary system and the public water system.

8.4 The Township has water supply capacity and sewage disposal capacity to provide public sanitary and public water to the Property. The cost of water supply and sewage disposal to be paid by Developer will be:

- a) Forty Four Thousand One Hundred Sixty and No/100 (\$44,160.00) Dollars due upon issuance of the grading permit. Developer has already paid for grading permit;
- b) Four Thousand and No/100 (\$4,000.00) Dollars for sewer payable upon land use permit for each single family home/unit.
- c) Three Thousand Two Hundred and No/100 (\$3,200.00) Dollars payable ~~for~~ each land use permit for water tap per single family home/unit.
- d) The Developer and the Township agree that the costs imposed upon the Developer by the Township represents the amount due to the Township for the acreage assessment at 38.48 acres of developable land (excluding the Nature Preserve), 150 front feet (the front footage assessment for sewer) and 160 condominium units.

upon issuance of

8.5 Upon Completion of construction of the above infrastructure and the approval by the Township for each Phase, the Developer shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the Township and thereafter the Township shall be responsible for maintenance, repair and replacement of the same. The Developer and its successors and assigns shall be responsible for the maintenance and repair and replacement of:

- a) The water supply leads extending from the utility/right of way easement to the buildings;
- and;
- b) The sanitary sewer leads from the utility/right of way easement to the buildings.

6. Conflict. In the event of a conflict between provisions of this Amendment and the provision of any ordinance or regulation of the Township, the provision of this Amendment shall prevail.

7. Entire Agreement. This Amendment constitutes the entire agreement between the parties with respect to the subject of this Amendment and may not be amended or its terms varied except in writing and executed by all parties.

8. Successors and Assigns. This Amendment shall run with the land and shall bind and inure to the benefit of their parties and their successors and assigns.

9. Recording. Following execution of the Amendment by the parties, this Amendment shall be recorded with the Livingston County Register of Deeds. Any amendment shall be recorded with the Livingston County Register of Deeds.

10. Counterparts. This Amendment may be executed by the parties in one or more counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

11. Effect of Amendment. The PUD Agreement, as amended by this Amendment continues in full force and effect. The terms of this Amendment supersede any contrary provisions in the PUD Agreement. Undefined terms in this Amendment shall have the meaning set forth in the PUD Agreement unless the context otherwise requires. The Recitals are incorporated in this Amendment by reference.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year recited above.

*[signatures on the following pages]*

**DEVELOPER**

HEALY HOMES AT SUMMERFIELD, LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Jack Healy  
Its: Managing Member

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for Shiawassee County personally appeared Jack Healy, the Managing Member of Healy Homes at Summerfield, LLC, a Michigan limited liability company, known to be the person described in and who executed this Amendment, and who acknowledged the same to be of his free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

*[signatures continue on following page]*

TOWNSHIP

CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation

By: \_\_\_\_\_ Supervisor

By: \_\_\_\_\_ Clerk

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for Livingston County personally appeared \_\_\_\_\_ to me known to be the Supervisor and Clerk, of the Charter Township of Genoa, a Michigan municipal corporation, respectively, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of Genoa Township.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in Livingston County

**PREPARED BY**

Alexandra E. Dieck  
Bodman PLC  
201 S. Division, Suite 400  
Ann Arbor, Michigan 48103

**WHEN RECORDED RETURN TO:**

Nancy Willson (32620-319)  
Bodman PLC  
201 W. Big Beaver Road, Suite 500  
Troy, Michigan 48084

**EXHIBIT A**

*Legal Description of the Property*



**EXHIBIT B**  
*(Amended PUD Site Plan)*

**EXHIBIT C**

*Legal Description of the Future Phase*

**AMENDED P.U.D. PLAN  
SUMMERFIELD POINTE ESTATES  
Genoa Township, Michigan  
Site Plan Application**

**IMPACT ASSESSMENT**

**Owner:**

Healy Homes at Summerfield, L.L.C.  
3696 Sleeth Road  
Commerce Township, Michigan 48382

**Prepared by:**

DESINE INC.  
2183 Pless Drive  
Brighton, Michigan 48114

**A. INTRODUCTION (Sec. 18.07.01)**

This impact assessment has been prepared pursuant to Article 18 – SITE PLAN REVIEW of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed amendment for 108 single family unit building additions on the surrounding community and, the economic condition and social environment of the Township.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Genoa Township and Livingston County.

**B. SITE LOCATION / DESCRIPTION (Sec. 18.07.02)**

The site is comprised of four parcels, containing a total of 38.51 acres of property, bordered on the North by a nature preserve, Summer Ridge & Sunset Park Condominiums on the East, Lawson Drive on the South and a vacant parcel zoned MUPUD to the West, as shown on Figure 1. The existing North and Southwesterly parcels are zoned “Mixed Use Planned Unit Development” (MUPUD) district, the Northwesterly Parcels are zoned “Residential Planned Unit Development” (RPUD) district, the Southeast Parcel is zoned “Industrial” (IND) district, and the East parcels being zoned “Lakeshore Resort Residential” (LRR) district.

The existing site is comprised of wooded vacant land along the West and, existing lawn areas for the central portion of the site and parcels situated on the East. Access to the site is by an existing road to the South, Lawson Drive. A new access route is proposed from Lawson Drive in the Northwest portion of the project, connecting to the existing Aster Blvd. The Existing Conditions Plan provides a detailed overview of the existing site features.

The Summerfield Pointe Estates PUD Site Plan depicts proposed site improvements to be constructed on the site. Improvements consist of 102 single family residential units in place of 136 attached condominiums provided on the approved PUD plan. These units are planned to be constructed in four (4) phases. Additionally, the site will feature access drives for each unit, open space and common yard areas, a common space for children’s playground and activities, landscaping & screening, an on-site storm water management system and related site improvements. Illumination is to be provided by each home owner following the current layout of the surrounding “Summer Ridge” condominiums.

Parking for each proposed unit is to be provided within garages. Public sanitary sewer, water utilities, electric, gas, phone and cable system services are to be provided. Utility easement plan sheets provide a detailed overview of the location and layout for the proposed easements on-site. Appurtenant features including lot lines, sidewalks and proposed access drives are also presented in the site plan.

Relevant adjacent uses include the Lake Trust Credit Union located to the Southwest and across Whitehorse Drive, a Sunoco gas station located due South and adjacent to Lawson Drive and, the DTE Service Center to the Southeast. Properties to the North, West and Southwest of the site are currently vacant. An aerial photograph depicting the proposed site improvements is provided in Figure 2 & Figure 3.

**C. IMPACT ON NATURAL FEATURES (Sec. 18.07.03)**

Existing soils on the property are primarily Wawasee loam. These soils are well drained soils found in till plains and moraines, with slopes of 2%-6%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light. The Soils Map, shown in Figure 4, shows the locations of specific soil types as classified.

Soil classifications are prepared by the United States Department of Agriculture, Soil Conservation Service, and “Soil Survey of Livingston County”. On-site soils consist of the following:

**CONOVER LOAM (CvraaB):** CONOVER LOAMS are typically somewhat poorly drained soils found on till plains and moraines, with slopes of 0%-4%. Surface runoff is slow, permeability is moderately slow, and the erosion hazard is light.

**GILFORD SANDY LOAM (Gd):** GILFORD SANDY LOAMS are typically poorly drained soils found on sandy drift depressions and coarse-loamy drift over sandy and gravelly outwash, with slopes of 0%-2%. Surface runoff is very slow to ponded, permeability is moderate and the soil erosion hazard is light.

**HOUGHTON MUCK (Ho):** HOUGHTON MUCKSS are typically nearly level soils found in depression areas of lake plains, outwash plains, glacial drainage ways, and moraines, with soil slopes of 0% -1%. Surface runoff is very slow to ponded, permeability is moderately rapid, and the erosion hazard is moderate.

**WAWASEE LOAM (MoB):** WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 2%-6%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light.

**WAWASEE LOAM (MoB):** WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 6%-12%. Surface runoff is high, permeability is moderate and the soil erosion hazard is light.

**MIAMI LOAM (MoD):** MIAMI LOAMS are typically well drained soils found in till plains and moraines, with soil slopes of 12%-18%. Surface runoff is medium, permeability is moderate and the soil erosion hazard is moderate.

**MIAMI LOAM (MoE):** MIAMI LOAMS are typically well drained soils found in till plains and moraines, with soil slopes of 18%-25%. Surface runoff is medium, permeability is moderate and the soil erosion hazard is moderate.

MIAMI LOAM (MoF): MIAMI LOAMS are typically well drained soils found in till plains and moraines, with soil slopes of 12%-18%. Surface runoff is medium, permeability is moderate and the soil erosion hazard is moderate.

SPINX-OAKVILLE LOAMY SAND (SvB): SPINX-OAKVILLE LOAMY SANDS are typically well drained soils found on till plains, outwash plains, and moraines, with soil slopes of 0%-6%. Surface runoff is slow; permeability is moderately rapid in the Spinks soil and is rapid in the Oakville soil. The erosion hazard is light.

The property contains a variety of natural features consisting of primarily wooded upland in the northwest portion of the property, with field grasses and shrub/scrub brush areas in the southerly and easterly portions. Wooded areas within the site are comprised of hardy, native species such as Oak, Hickory, Maple and Pine. Elm, Cottonwood, Willow, Poplar, Black Locust and other less desirable tree species are also present. The proposed improvements will require removal of existing trees within upland areas to allow for construction of the proposed roads, residential homes and improvements. These areas are depicted on the development plan. Trees outside of the unit limits and areas of construction will be preserved.

Existing topography of the site is generally flat to gently sloping terrain. The elevation of the property varies from an elevation of 997 at the Southwest property corner, to approximately 983 at the North portion of the site. Surface water drainage on the property generally flows to the North.

The proposed construction and improvements will require filling and grading in the Southwest and Northwest portion of the property. Development of this project will require earthwork to construct the proposed roads, and modify site grades with useable materials from the site, requiring the export of excess soil and importing of additional structural fill material. The proposed elevations and grading of the site mesh with the existing grades at the property lines. The limits of disturbance have been depicted on the grading plan.

Surface drainage characteristics on the property will be affected by the construction of the proposed drainage swales, roads, driveways, sidewalks and single family home units. Construction of the proposed improvements will reduce the permeable area of the property, resulting in an increase in the surface water runoff generated. The existing storm water management system will be modified to collect and control the surface water runoff, reducing the discharge rate from the property and increasing the infiltration of surface water runoff. Modifications will be required to the existing control structure located in the detention basin on-site, in order to restrict the discharge rate from the property to an agricultural runoff rate. The Utility Plan sheets provide a detailed overview of the storm water management site features and conditions.

The proposed changes and modifications to the surface drainage conditions will not

significantly impact local aquifer characteristics or groundwater recharge capacity. All surface water runoff from the site will be directed into the existing detention on-site. Reduction in the surface permeability will affect onsite infiltration, surface water flow path and duration. Surface water runoff from the development will be reduced and no significant impacts to adjacent properties are anticipated from the proposed construction and development of the site.

Landscaping is proposed for the developed portion of the site to reduce the visual impact of the proposed project. All proposed landscaping areas and plantings have been designed per the requirements of Genoa Township's current Zoning Ordinance and are intended to improve the aesthetics of the property. Within the developed portion of the site, areas not otherwise covered, shall have lawn or other vegetative surface cover established.

Upland wildlife habitats on the property include primarily small woodland, field grass and shrub/scrub brush areas. Wildlife supported in these areas are generally smaller woodland creatures, field animals, and birds. Larger animals, such as deer, may traverse the site. Wetland habitats on the property support a variety of wildlife including transient waterfowl and various small wetland animals. The wetland and water habitats will remain undisturbed during construction and development of the property.

The National Wetlands Inventory Plan prepared by the United States Department of the Interior, Fish and Wildlife Service indicates that there are two (2) freshwater emergent wetlands located North & Northeast of site, and one (1) freshwater forested/shrub wetland located Northwest of site. The Wetland Inventory Map, shown in Figure 6, shows the locations of specific wetland types surrounding the site.

**D. IMPACT ON STORM WATER MANAGEMENT (Sec. 18.07.04)**

The existing detention basin is located on the Northwest portion of the site. Side slopes for this basin meet or exceed one-foot-vertical to five-feet-horizontal as required by the Livingston County Drain Commissioner's office. No excavation or grading is proposed for the existing storm water detention basin to accommodate these improvements. Earthwork will be required to modify the existing and construct new underground storm water conveyance pipes, and direct storm water flow into the storm water collection system. This system will discharge surface water runoff generated by the development of the property to the existing sedimentation basin and detention basin. Site grading will mesh with existing grades on adjoining properties. No adverse impact to adjacent parcels is anticipated due to the construction and grading of the property.

Surface water runoff generated from all improved areas of the site will be collected by catch basins, conveyed through a storm sewer system, and discharged to the sedimentation and detention basin located on the North side of the property. Storm water will be detained within the basin during a storm event and slowly discharged from the basin through a new control structure proposed. Design for this control structure followed the design guidelines of the Livingston County Drain Commissioner.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around a majority of the site during construction. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties due to the construction of this site will be minimized by implementing soil erosion control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

**E. IMPACT ON SURROUNDING LAND USES (Sec. 18.07.05)**

Surrounding land uses to the Southwest of the site and located on the North side of White Horse Drive, are zoned Mixed-Use Planned Unit Development (MU-PUD). Current use consists of an industrial user and vacant property. Land to the Southeast is zoned Industrial (IND) and contains an industrial user “DTE Energy Howell”. Properties to the East are zoned Lakeshore Resort Residential (LRR) and to the Northwest, are zoned Residential Planned Unit Development.

The proposed Site Plan deviates from the approved PUD plan. The construction of 108 single family homes in place of 140 attached condominiums reduces the overall density for the site. No adverse impact to adjacent properties is anticipated due to construction of these improvements.

Ambient noise levels on and around the property are largely generated by sporadic vehicular traffic on Lawson Drive and homeowner activities such as lawn care maintenance. Daily activities within the proposed buildings are not anticipated to create an increase in the sound level in the area.

All site lighting is proposed to match the existing conditions of the Summer Ridge Condominiums on-site. Proposed building mounted fixtures will be shielded and down directed on the site.

Four types of architectural designs will be proposed for construction. The façades along the building front side elevation will be most visible from Lawson Drive. The materials for these units will resemble the adjacent Summer Ridge condominiums on the Southeast, and the Hampton Ridge condominiums to the Northwest. Brick and mortar are proposed for the front elevation along the main access road. Vinyl siding material is proposed for the rear and side elevations. A two car garage is proposed for each unit and ample space on each driveway allows for two cars to park along the proposed driveway for visitors.

A nature preserve to the north equivalent of 22.22 Ac., a 75 ft. wide conservation easement along the East property line of 3.73 Ac. and a total of 6.53 Ac. of common yard areas between the existing Summer Ridge condominiums & the proposed Summerfield Pointe Estates PUD, allow for an overall space area on-site equivalent to 53% open space.



The best quality woodlands and wetland are concentrated to the North of the site. Proposed areas to be developed will occur in existing open areas and where non-desirable tree species are located. When possible, quality trees such as Hickory and Maple varieties will be preserved.

The proposed use of the property does not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials. The site will comply with the performance standards contained in Section 13.05 of the Township Zoning Ordinance.

Soil erosion control measures such as silt fence, geotextile silt sack filters and construction track mats will be used during construction to control siltation and sedimentation from entering the storm water system and have an adverse impact on adjacent properties.

**F. IMPACT ON PUBLIC FACILITIES AND SERVICES (Sec. 18.07.06)**

The Livingston County Sheriff and Michigan State Police will provide Police protection. Public safety services required to accommodate the proposed use are anticipated to be minor.

The Brighton Area Fire Department as a part of an existing governmental agreement will provide fire protection service. Two existing fire hydrants are located along Lawson Drive West curblin. One situated just North of the existing roundabout, and the second located at the north intersection of Summer Ridge & Lawson Drive. Seven fire hydrants are proposed to be constructed per the proposed site plan to provide adequate fire protection capabilities. The building addresses will be located at the front of the units to meet the Fire Departments requirements. No significant change in fire protection services are anticipated as a result of the proposed plan modifications.

The property is accessed from Lawson Drive, and connecting to Grand River Ave. providing adequate access for emergency vehicles. A future connection to the existing Aster Blvd. on the Northwest corner of the site will provide an additional connection to Latson Road, further increasing the emergency vehicles access route to the site.

The proposed plan modifications will not create any direct adverse impact on the public schools.

**G. IMPACT ON PUBLIC UTILITIES (Sec 18.07.07)**

The property is presently within municipal sewer & water districts and the existing

Summer Ridge condominium buildings are connected to the municipal utilities.

Water service to the proposed units will be provided from a new 8” ductile iron water main extension to be constructed along the new Lawson Drive road. Domestic service leads are connected to this main to supply the service required. A total of nine (9) fire hydrants situated throughout the property will provide adequate fire suppression services on-site. Water main easement for repair, maintenance and access is provided for this extended water main on-site. Capacity is available within the existing water system to provide adequate service to this site.

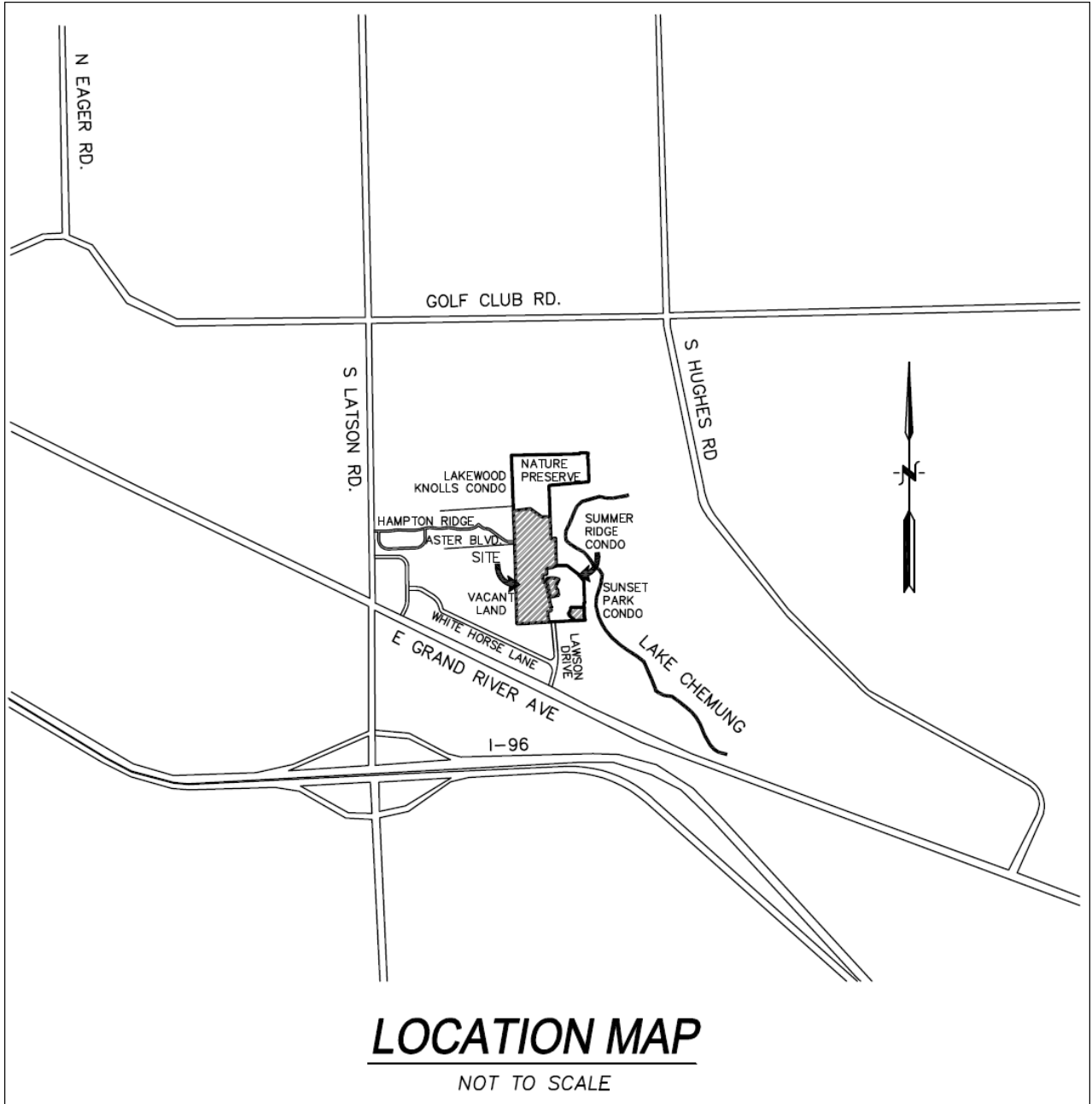
Capacity is available within the existing sanitary sewer system to provide adequate service for the site. Sanitary sewer connections for the south portion of the site will be provided by extending the existing sewer main to provide service to units 9 through 43. Sanitary sewer service to the North portion of the site will be provided by extending the existing sewer main situated on Hampton Ridge Condominiums and will provide service for units 44 through 102. Sanitary sewer easement for repair, maintenance and access is provided for the extended sewer main. The utility plans provide a detailed overview of these features.

The site is currently serviced by electric, gas, phone and cable systems located along Lawson Drive. A 10 foot wide easement for public utilities has been provided along Lawson drive in order to allow the future services required for the proposed units.

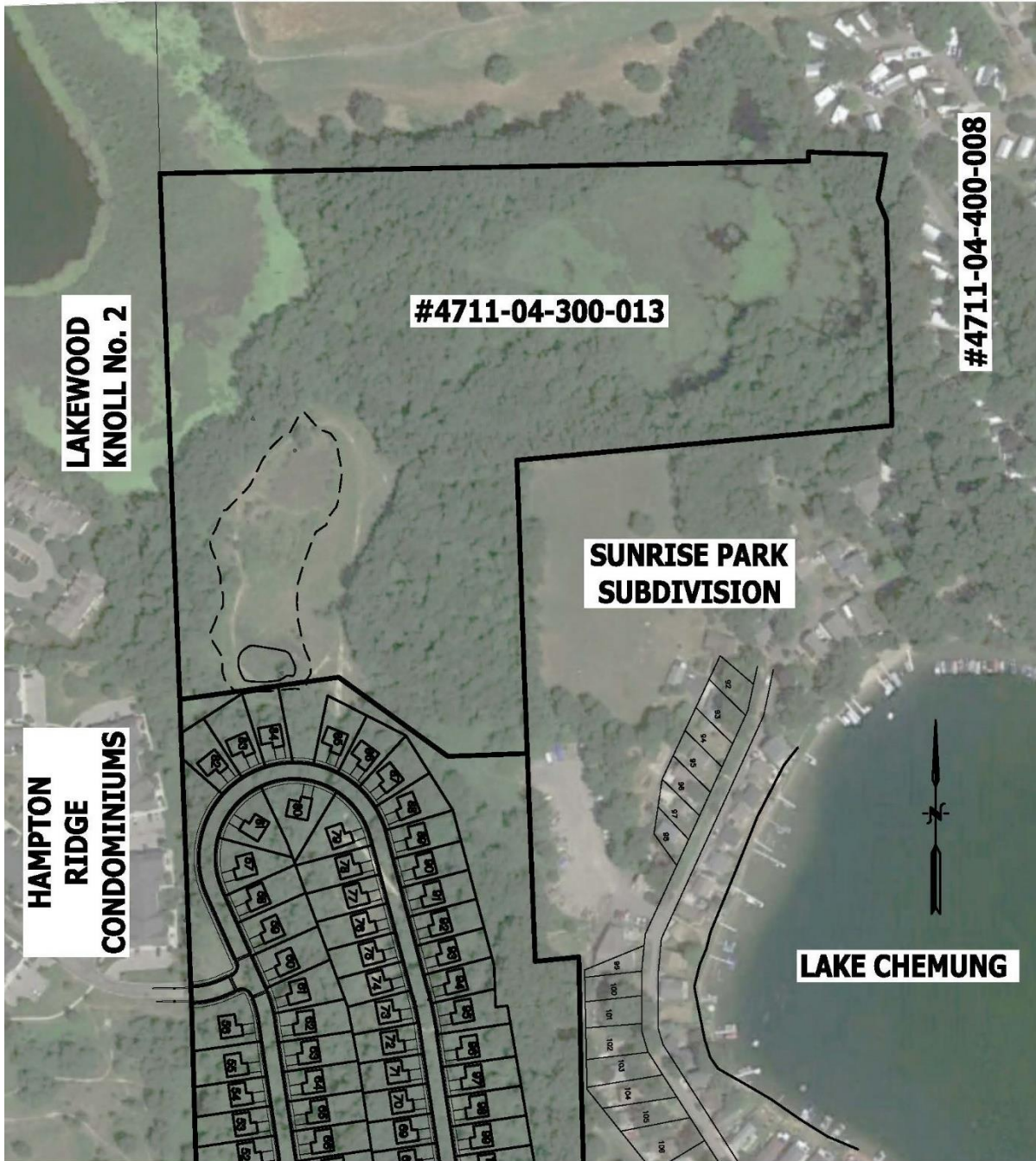
Delivery services are generally limited to parcel trucks, such as UPS, and similar single axle vehicles. These delivery service providers use available street parking temporarily while dropping off deliveries. No large vehicles accessing the site are expected for the development.

- H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS (Sec. 18.07.08)**  
The proposed residential use within the site will not use, store, generate and/or discharge potentially polluting materials. Small quantities of material such as cleaning products and chemicals may be stored in single family homes. No adverse effect is expected due to hazardous materials on-site.
- I. TRAFFIC IMPACT STUDY (Sec. 18.07.09)**  
For Traffic Impact Study, please see Municipal Partners Traffic Impact Study prepared and previously submitted under separate cover. No adverse impact on pedestrian traffic in the area is anticipated as a result of developing the proposed project.
- J. HISTORIC AND CULTURAL RESOURCES (Sec. 18.07.10)**  
The existing buildings on the property do not have any major historic significance on a local, regional or state level.
- K. SPECIAL PROVISIONS**  
No special provisions or requirements are currently proposed for this facility.

**FIGURE 1**

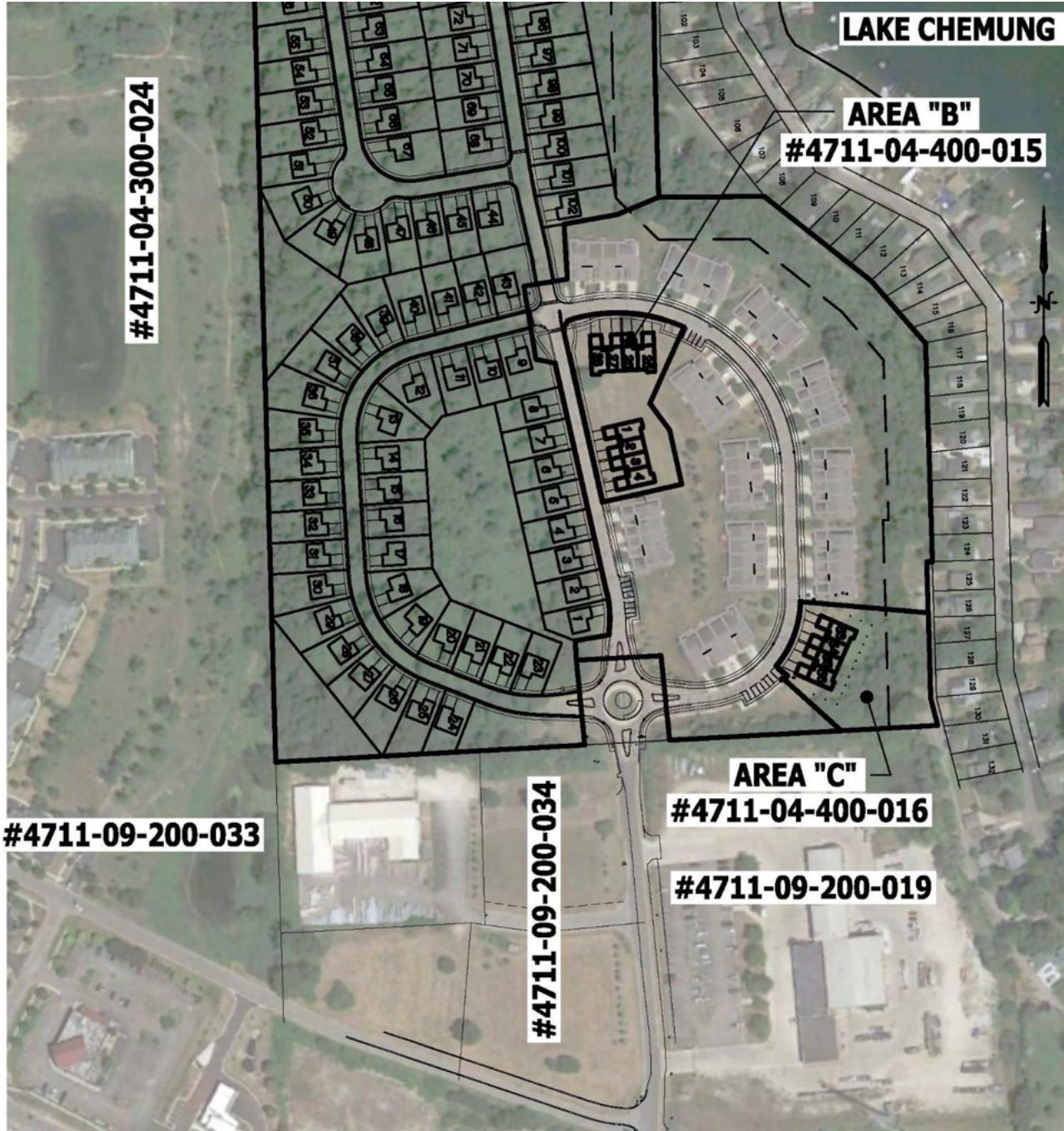


**FIGURE 2**



**SITE IMPROVEMENTS (NORTH)**  
**NOT TO SCALE**

**FIGURE 3**



**SITE IMPROVEMENTS (SOUTH)**  
**NOT TO SCALE**

**FIGURE 4**



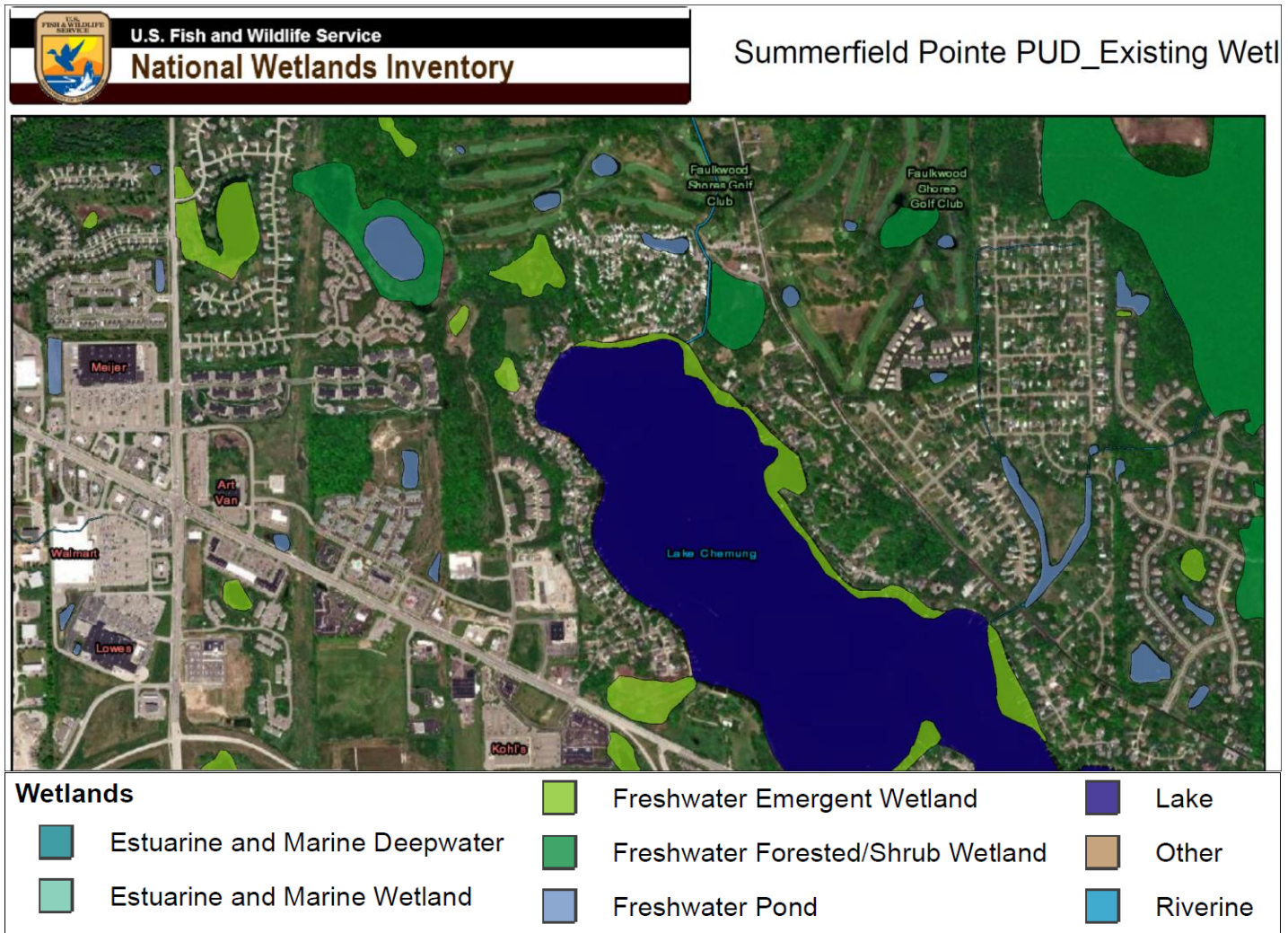
**SOILS MAP**  
**(NOT TO SCALE)**

**FIGURE 5**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	5.0	3.2%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.2%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.5	7.3%
Ho	Houghton muck, 0 to 1 percent slopes	4.3	2.7%
MoB	Wawasee loam, 2 to 6 percent slopes	62.4	39.7%
MoC	Wawasee loam, 6 to 12 percent slopes	20.0	12.7%
MoD	Miami loam, 12 to 18 percent slopes	4.9	3.1%
MoE	Miami loam, 18 to 25 percent slopes	11.7	7.4%
MoF	Miami loam, 25 to 35 percent slopes	13.3	8.5%
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes	6.4	4.0%
W	Water	14.4	9.1%
<b>Totals for Area of Interest</b>		<b>157.3</b>	<b>100.0%</b>

**SOILS MAP LEGEND**  
**(NOT TO SCALE)**

**FIGURE 6**



**WETLANDS INVENTORY MAP**  
**(NOT TO SCALE)**



# AMENDED P.U.D. PLAN

FOR

# SUMMERFIELD POINTE ESTATES

A PART OF THE SOUTHEAST 1/4 OF SECTION 4  
T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

### SUMMERFIELD POINTE ESTATES P.U.D.

**OVERALL PARCEL: 60.731 Acres**  
**(Parcels 4711-04-400-013, 014, 015, 016 and "Summerfield Pointe" Replat #2 Combined)**  
 Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:  
**BEGINNING** at the South 1/4 Corner of said Section 4;  
 thence along the North-South 1/4 line of Section 4 to following two courses:  
 1) N01°35'17"W 1366.11 feet and  
 2) N02°11'05"W 1525.13 feet  
 (recorded as N01°30'51"E 2890.65 feet) to the center of Section 4;  
 thence along the East-West 1/4 line of Section 4; N88°53'35"E 1177.52 feet (recorded as S87°40'06"E 1162.17 feet);  
 thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet;  
 thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet);  
 thence S01°33'04"E 373.67 feet (recorded as S01°53'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet;  
 thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E 510.56 feet (recorded as S01°17'41"W 510.39 feet);  
 thence N84°03'00"E (recorded as N87°29'24"E) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet); thence S01°39'07"E 226.89 feet (recorded as S01°45'17"W 227.43 feet); thence N89°34'14"E (recorded as S87°01'22"E) 186.47 feet; thence along the West line of said "Sunrise Park" the following three courses:  
 1) S51°44'32"E (recorded as S48°20'09"E) 240.00 feet;  
 2) S41°02'02"E 145.55 feet (recorded as S37°37'38"E 145.14 feet) and  
 3) S01°47'25"E 385.18 feet (recorded as S01°42'54"W 386.00 feet);  
 thence S88°43'10"W 10.00 feet (recorded as N88°17'06"W 10.00 feet); thence along a line 10 feet West of and parallel to the West line of said "Sunrise Park" the following two courses:  
 1) S01°43'30"E 241.29 feet (recorded as S01°42'54"W 241.14 feet) and  
 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);  
 thence along the South line of said Section 4, as previously surveyed, S88°50'35"W (recorded as N89°43'06"W) 473.99 feet; thence along a line coincident with Lawson Drive the following three courses:  
 1) N05°38'45"W (recorded as N02°12'21"E) 150.00 feet;  
 2) S86°50'35"W (recorded as N89°43'06"W) 150.00 feet and  
 3) S05°38'45"E (recorded as S02°12'21"E) 150.00 feet;  
 thence along the South line of said Section 4, as previously surveyed, S86°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning, Containing 60.73 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

### NATURE PRESERVE

**PARCEL 4711-04-400-013 22.222 Acres**  
**(Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records)**  
 Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:  
 Commencing at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses:  
 1) N01°35'17"W (recorded as N01°50'51"E) 1366.11 feet and  
 2) N02°11'05"W (recorded as N01°50'51"E) 569.39 feet to the **PLACE OF BEGINNING** and  
 3) N02°11'05"W (recorded as N01°50'51"E) 955.74 feet to the center of Section 4;  
 thence along the East-West 1/4 line of Section 4; N88°53'35"E 1177.52 feet (recorded as S87°40'06"E 1162.17 feet); thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet; thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet); thence S01°33'04"E 373.67 feet (recorded as S01°53'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 132.82 feet; thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:  
 1) S05°38'45"W (recorded as N02°12'21"E) 150.00 feet;  
 2) N54°02'14"W (recorded as N50°36'28"W) 244.39 feet and  
 3) S82°05'20"W 291.13 feet (recorded as S85°31'06"W 285.32 feet) to the Place of Beginning.  
 Containing 22.22 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

### SITE PLAN DESCRIPTIONS

**PARCEL 4711-04-400-014 26.252 Acres**  
**(Part of Possible Expansion/Future Development Area "A")**  
 Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:  
**BEGINNING** at the South 1/4 Corner of said Section 4;  
 thence along the North-South 1/4 line of Section 4 to following two courses:  
 1) N01°35'17"W 1366.11 feet and  
 2) N02°11'05"W 569.39 feet  
 (recorded as N01°50'51"E 1936.02 feet);  
 thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:  
 1) N82°05'20"E 291.13 feet (recorded as N85°31'06"E 285.32 feet);  
 2) S54°02'14"E (recorded as S50°36'28"E) 244.39 feet and  
 3) N87°51'55"E (recorded as S88°42'19"E) 144.86 feet;  
 thence S02°08'43"E (recorded as S01°17'41"W) 377.94 feet;  
 thence N84°03'00"E (recorded as N87°29'24"E) 79.92 feet;  
 thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet); thence S01°39'07"E 226.89 feet (recorded as S01°45'17"W 227.43 feet); thence S01°59'18"E 473.99 feet (recorded as S01°59'18"E 473.99 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 132.82 feet; thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:  
 1) S05°38'45"W (recorded as N02°12'21"E) 150.00 feet;  
 2) N54°02'14"W (recorded as N50°36'28"W) 244.39 feet and  
 3) S82°05'20"W 291.13 feet (recorded as S85°31'06"W 285.32 feet) to the Place of Beginning.  
 Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

**PARCEL No. 4711-04-400-015 1.132 Acres**  
**(Possible Expansion/Future Development Area "B")**  
 Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:  
 Commencing at the South 1/4 Corner of said Section 4; thence along the South line of Section 4, as previously surveyed, N86°50'35"E 546.06 feet (recorded as S89°43'06"E 546.16 feet); thence along the West line of Lawson Drive, N05°38'45"W (recorded as N02°12'21"E) 150.00 feet; thence N03°28'24"W (recorded as N00°00'00"E) 97.26 feet; thence S80°36'56"W (recorded as S84°01'14"W) 77.58 feet; thence S09°28'23"E (recorded as S06°04'05"E) 130.52 feet; thence S78°24'48"E 34.65 feet (recorded as S78°00'30"E 34.93 feet); thence S12°42'20"E 416.34 feet (recorded as S09°19'02"E 416.23 feet); thence Southeastly 59.62 feet along the arc of a 200.00 foot radius curve to the right, through a central angle of 17°04'52" and having a chord bearing S04°10'00"E (recorded as S00°43'36"E) 59.40 feet; thence S04°22'26"W (recorded as S07°48'50"W) 13.56 feet; thence S80°11'15"W (recorded as S83°37'39"W) 60.77 feet; thence S02°26'24"E (recorded as S00°00'00"W) 34.61 feet; thence along the West line of Lawson Drive, S05°38'45"E (recorded as S02°12'21"E) 150.00 feet; thence along the South line of Section 4, as previously surveyed, S86°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning.  
 Containing 1.13 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

**PARCEL No. 4711-04-400-016 1.142 Acres**  
**(Possible Expansion/Future Development Area "C")**  
 Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:  
 Commencing at the South 1/4 Corner of said Section 4; thence along the South line of Section 4, N86°50'35"E (recorded as S89°43'06"E) 546.06 feet to the **POINT OF BEGINNING**;  
 thence N48°02'05"W (recorded as N44°35'46"W) 135.18 feet; thence N41°10'45"E (recorded as N44°37'04"E) 8.00 feet; thence N50°03'17"W (recorded as N46°36'58"W) 27.00 feet; thence Northeastly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'28") and having a chord bearing N03°31'27"E (recorded as N03°54'46"E) 121.03 feet;  
 thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:  
 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and  
 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);  
 thence along the South line of Section 4, S86°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.  
 Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.



**AERIAL PHOTOGRAPH**

SCALE: 1in. = 300ft.

AERIAL PHOTOGRAPHY BY:

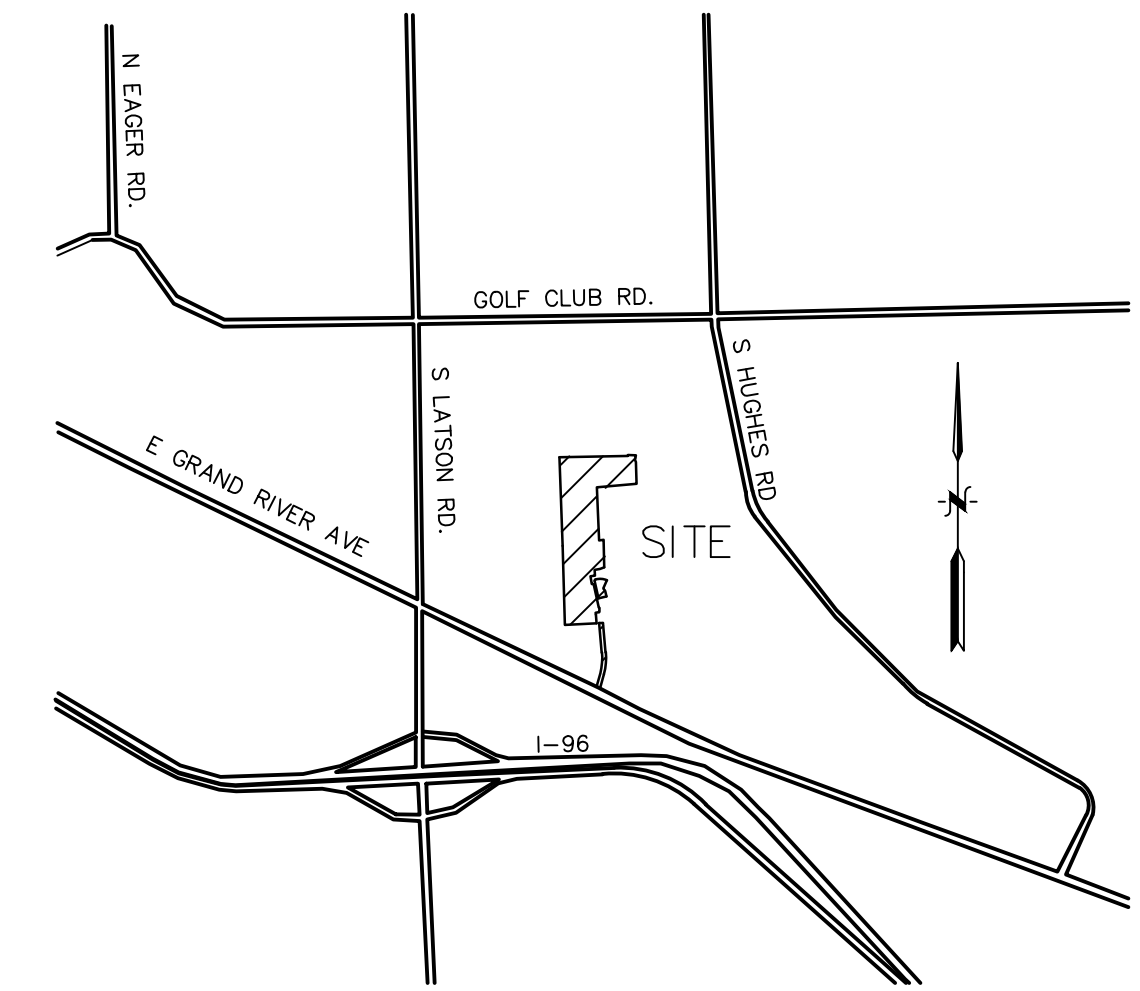
Aerial photographic underlying is an unrectified image and is oriented to the engineering line work within reasonable accuracy and precision, and may not accurately depict current site conditions.

### PLAN DISTRIBUTION LIST

DATE OF APPLICATION	CONST. SET DATE	AGENCY	CONTACT NAME	DESCRIPTION	STATUS
	Sept. 26, 2022	Genoa Twp.	Kelly VanMarter	PUD / Site Plan Review	

### PERMITTING AGENCY LIST

AGENCY	PERMIT
Genoa Township	P.U.D. Amendment, Site Plan, Land Use, Construction
M.H.O.G.	Water & Sanitary Sewer
Livingston County Drain Commission	Drain & Soil Erosion
Livingston County Building Department	Building
Livingston County Road Commission	Roads



**LOCATION MAP**

NOT TO SCALE

### SHEET INDEX

- EX EXISTING CONDITIONS & DEMOLITION PLAN
- PP TOWNHOUSE PARALLEL PLAN
- SD SITE DEVELOPMENT PLAN
- SP1 DIMENSIONAL SITE PLAN (SOUTH)
- SP2 DIMENSIONAL SITE PLAN (NORTH)
- UT1 UTILITY PLAN (SOUTH)
- UT2 UTILITY PLAN (NORTH)
- UT3 UTILITY EASEMENT PLAN (SOUTH)
- UT4 UTILITY EASEMENT PLAN (NORTH)
- UT5 DETENTION BASIN "A" CALCULATION, NOTES & DETAILS
- UT6 SANITARY SEWER & STORM SEWER CALCULATIONS
- UT7 EXISTING & PROPOSED UTILITY STRUCTURE INVENTORY
- GR1 GRADING PLAN (SOUTH)
- GR2 GRADING PLAN (NORTH)
- WS1 WATERSHED PLAN
- WS2 EXISTING SOILS MAP
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN
- L-3 LANDSCAPE DETAILS
- DT1 SUMMERFIELD IMPROVEMENTS, PAVEMENT NOTES & DETAILS
- DT2 SOIL STABILIZATION, SIGNAGE & STORM SEWER NOTES & DETAILS

### SUMMERFIELD POINTE P.U.D. UTILITIES QUANTITY

8" CL54 D.I. Watermain	3,331	LF.
6" CL54 D.I. Watermain	80	LF.
8" Gate Valve in Well (5' Dia.)	5	Each
Hydrant + Valve Assembly	8	Each
8"x8"x8" Tee	2	Each
8"x8"x6" Tee	8	Each
8" Tapping Sleeve & Valve in Well	1	Each
8" Valve In Well	4	Each
8" 11.25° Bend	16	Each
8" 22.25° Bend	7	Each
8" 45° Bend	2	Each
6" 90° Bend	6	Each
2" Copper Water Lead	4,668	
Water Shutoff	102	Each

8" SDR, 26 PVC Sanitary Sewer Main	3,987	LF.
6" SDR, 26 PVC Sanitary Sewer Lead	3,120	LF.
Sanitary Cleanouts	102	Each
4" Dia. Concrete Manhole w/solid Manhole Cover	22	Each



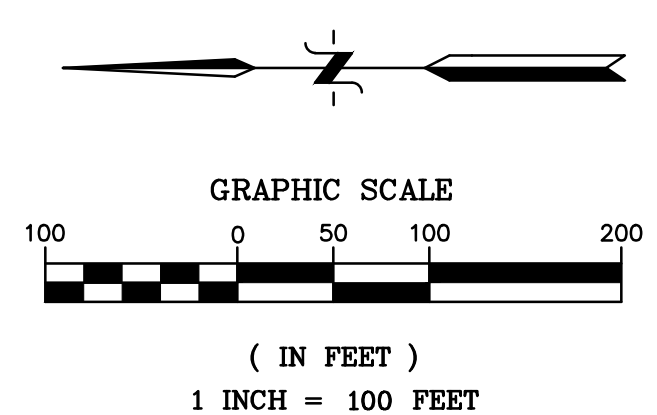
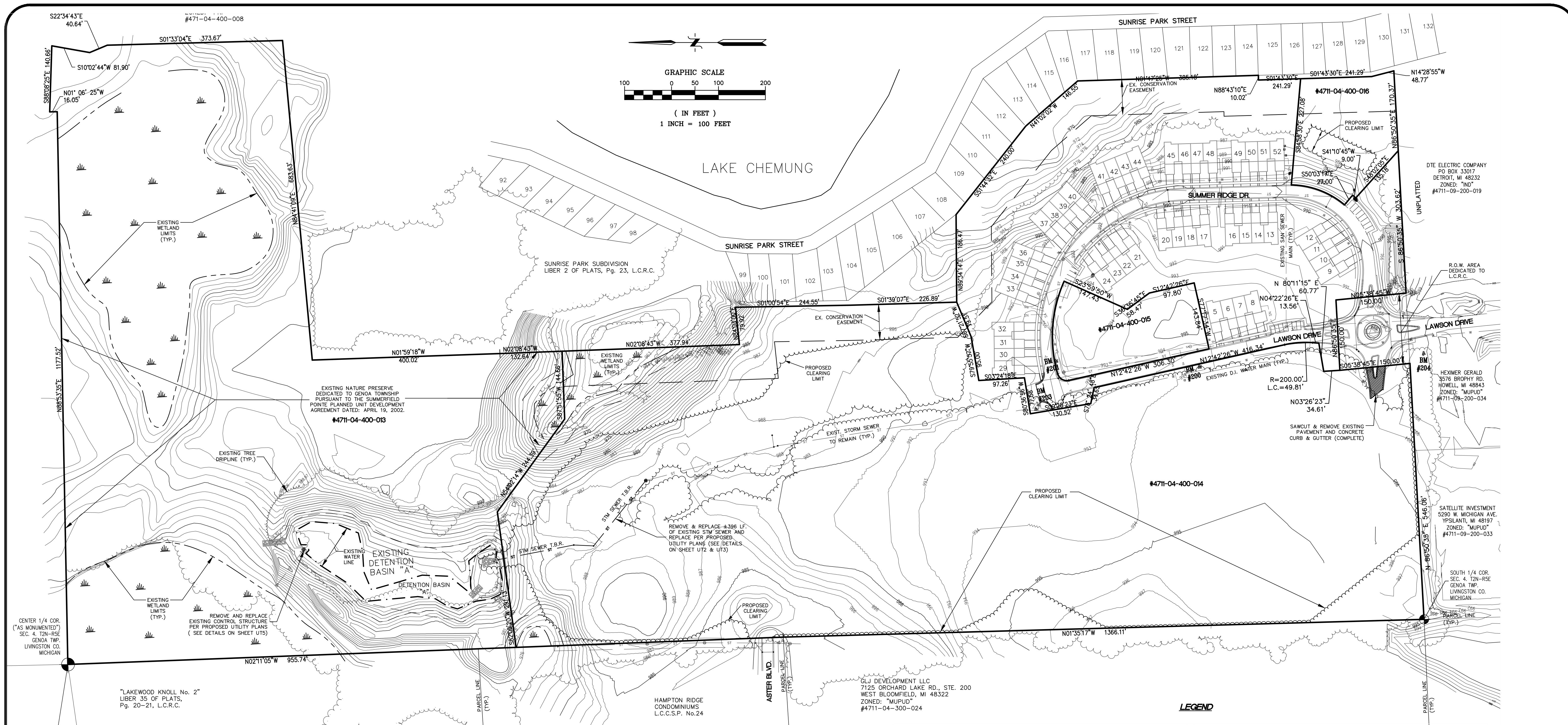
**ENGINEER/SURVEYOR**  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114  
 PHONE: (810) 227-9533

**OWNER / DEVELOPER**  
 HEALY HOMES AT SUMMERFIELD LLC  
 3696 SLEETH ROAD  
 COMMERCE TWO, MICHIGAN 48382

**LANDSCAPE ARCHITECT**  
 ALLEN DESIGN  
 557 CARPENTER  
 NORTHVILLE, MI 48167  
 PHONE: (248) 467-4668



REVISED	SCALE: 1"=300'
SEPT. 26, 2022	PROJECT No.: 214159
	DWG NAME: 4159-COV
	PRINT: OCT. 25, 2022



- DEMOLITION NOTES:**
- The demolition specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
  - Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to performing demolition work. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
  - Contractor shall contact the appropriate Agencies to coordinate disconnect of the electric, gas, phone, cable and other public utilities as necessary prior to performing demolition work.
  - Contractor shall contact the appropriate Agencies to coordinate removal and/or relocation of any underground and/or overhead public utility lines as necessary prior to performing demolition work.
  - Contractor shall recycle and/or dispose of all demolition debris in accordance with the appropriate Local, County, State and Federal regulations.
  - All bituminous and concrete pavement to be removed shall be saw cut at the limits of removal to provide for a clean straight edge for future abutment.
  - All existing irrigation lines to be removed shall be terminated at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Ends of pipe shall be capped and the location marked for future connection.
  - All existing water main and sanitary sewer to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent plugs shall be installed in the ends of pipe in accordance with the appropriate Agency. The Contractor shall record the location of all permanent plugs and provide the location information to the appropriate Agency.
  - All existing storm sewer to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent bulkheads shall be installed in the ends of pipe and/or openings in terminating structures in accordance with the appropriate Agency. The Contractor shall record the location of all permanent bulkheads and provide the location information to the appropriate Agency.
  - All existing light sources to be removed shall have their power cables removed up to the power source or properly terminated for future connection at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Removal and termination of power cables shall be performed in accordance with local electric codes.
  - All existing utility meters to be removed shall be properly removed to allow for reuse. Any existing utility meters that are not to be reused as a part of this project shall be returned to the appropriate Agency.
  - All trenches and/or excavations resulting from the demolition of underground utilities, building foundations, etc., that are located within the 1 on 1 influence zone of proposed structures, paved areas and/or other areas subject to vehicular traffic shall be backfilled with MDOT Class III granular material (or better) to the proposed subgrade elevation. Backfill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor).

- BENCHMARKS**
- DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPEAT No. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.
- BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88) ELEVATION = 993.93 (PLATTED) REF: FIELD BOOK 1483, PG. 34 POINT #204
- BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377.4 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) ELEVATION = 995.89 (PLATTED) REF: FIELD BOOK 1483, PG. 34 POINT #200

- LEGEND**
- = MISC. STRUCTURE (AS LABELED)
  - = MONITOR WELL
  - = BOLLARD
  - ⊙ = SIGN
  - = LIGHT BASE
  - = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX)
  - = UTILITY POLE W/GUY WIRE
  - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTIC/CABLE TV/MISC UTILITIES)
  - = EDGE OF WOODS / TREE DRIP LINE
  - ⊙ = DECIDUOUS TREE W/IDENTIFIER
  - ⊙\* = CONIFEROUS TREE W/IDENTIFIER
  - = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
  - = EDGE OF GRAVEL
  - = CONCRETE CURB (UNLESS OTHERWISE STATED)
  - ⊙ = SANITARY SEWER MANHOLE W/IDENTIFIER
  - SA — SA — = SANITARY SEWER PIPE
  - = STORM WATER MANHOLE W/IDENTIFIER
  - = CATCH BASIN W/IDENTIFIER
  - = FLARED END SECTION
  - ST — ST — = STORM WATER DRAINAGE PIPE
  - = HYDRANT
  - = WATER VALVE
  - = WATER VALVE BOX
  - = WATER MAIN
  - = GAS/GASOLINE COVER
  - = GAS SHUT OFF
  - GAS — GAS — = U/G GAS
  - = 1' CONTOUR
  - = 5' CONTOUR
  - = TRN. EX. WATER
  - = APPROX. WETLANDS LINE

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

# SUMMERFIELD POINTE ESTATES

# EXISTING CONDITIONS & DEMOLITION PLAN

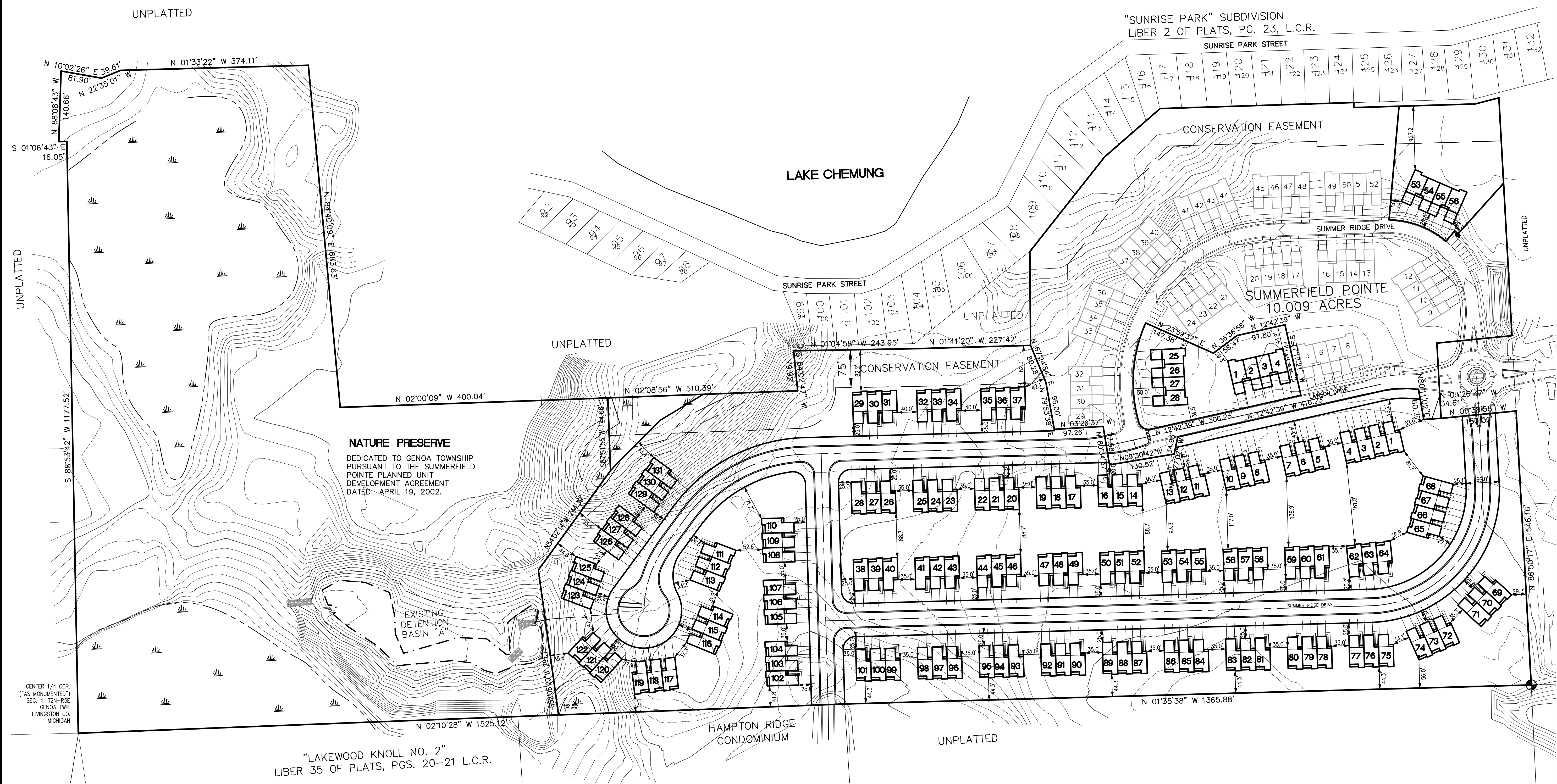
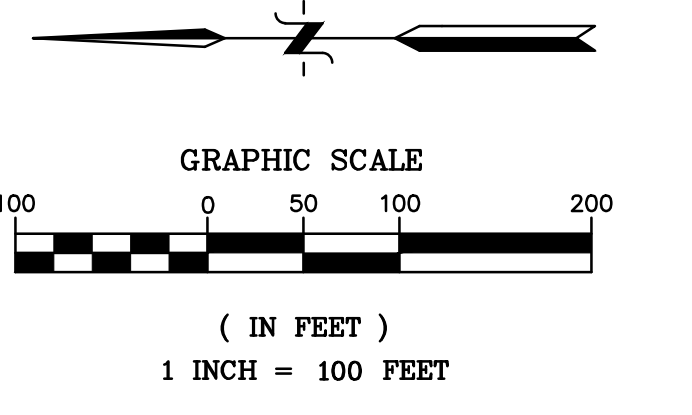
CLIENT:	HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699	SCALE:	1in. = 100ft.
PROJECT No.:	214159	DWG NAME:	4159 EX
ISSUED:	OCT. 25, 2022		

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**EX**



**NATURE PRESERVE**  
 DEDICATED TO GENOA TOWNSHIP  
 PURSUANT TO THE SUMMERFIELD  
 POINTE PLANNED UNIT  
 DEVELOPMENT AGREEMENT  
 DATED: APRIL 19, 2002.

"LAKEWOOD KNOLL NO. 2"  
 LIBER 35 OF PLATS, PGS. 20-21 L.C.R.

CENTER 1/4 COR.  
 ("AS MONUMENTED")  
 SEC. 4, T2N-R5E  
 GENOA TWP.  
 LIVINGSTON CO.  
 MICHIGAN

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT:						
CHECK: WMP						

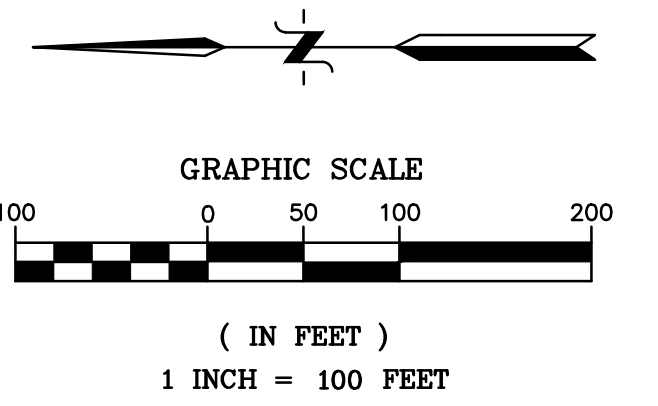
**SUMMERFIELD  
 POINTE ESTATES**

**PARALLEL PLAN  
 TOWNHOUSE  
 SINGLE FAMILY RESIDENTIAL**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699	SCALE: 1in. = 100ft. PROJECT No.: 214159 DWG NAME: 4159 B ISSUED: OCT. 25, 2022
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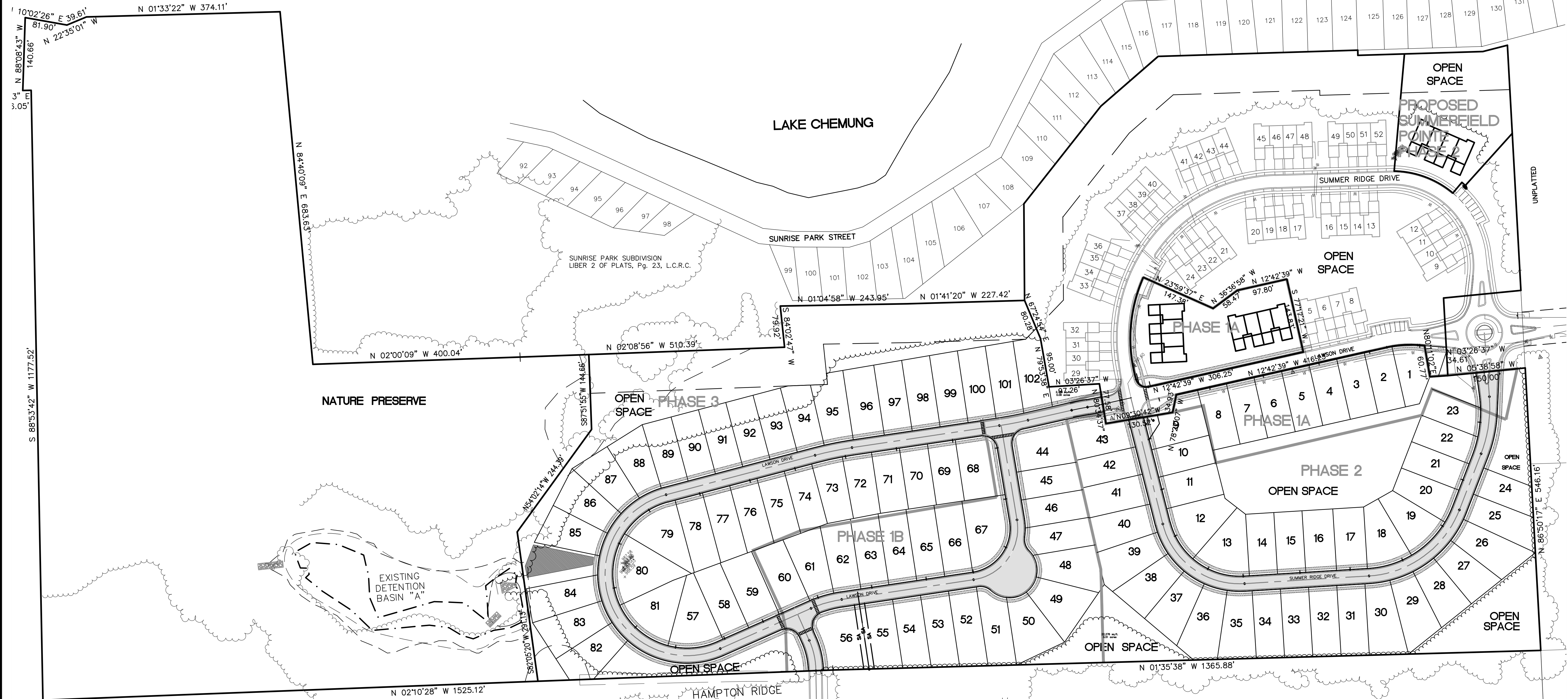
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**PP**



LAKE CHEMUNG OUTDOOR RESORT  
320 S. HUGHES RD.  
HOWELL, MI 48843-9178  
ZONED: "PRF"  
#471-04-400-008

"SUNRISE PARK" SUBDIVISION  
LIBER 2 OF PLATS, PG. 23, L.C.R.



"LAKEWOOD KNOLL No. 2"  
LIBER 35 OF PLATS,  
PG. 20-21, L.C.R.C.

"LAKEWOOD KNOLL NO. 2"  
LIBER 35 OF PLATS, PGS. 20-21 L.C.R.

HAMPTON RIDGE  
CONDOMINIUMS  
L.C.C.S.P. No.24

SLJ DEVELOPMENT LLC  
7125 ORCHARD LAKE RD., STE. 200  
WEST BLOOMFIELD, MI 48322  
ZONED: "MUPUD"  
#4711-04-300-024

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DESIGN: JHG	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: SES						
CHECK: WMP						

SUMMERFIELD  
POINTE ESTATES

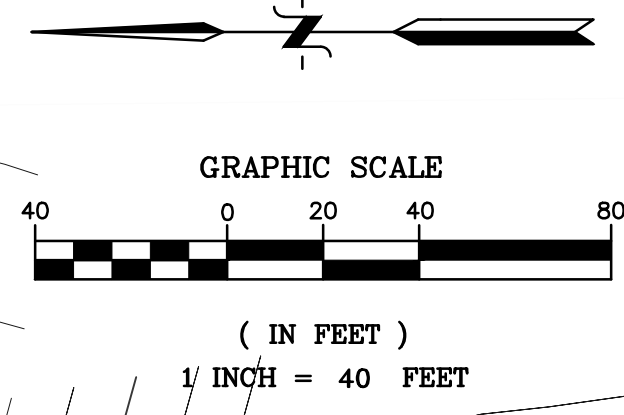
SITE DEVELOPEMENT PLAN

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD,  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: 1in. = 100ft.

PROJECT No.: 214159  
DWG NAME: 4159 DEV  
ISSUED: OCT. 25, 2022

SD



**LEGEND**

- MISC. STRUCTURE (AS LABELED)
- CONCRETE CURB (UNLESS OTHERWISE STATED)
- SANITARY SEWER PIPE
- SANITARY SEWER MANHOLE W/IDENTIFIER
- CLEAN OUT
- STORM WATER MANHOLE W/IDENTIFIER
- CATCH BASIN W/IDENTIFIER
- FLARED END SECTION
- STORM WATER DRAINAGE PIPE
- HYDRANT
- WATER SHUT OFF
- WATER VALVE
- WATER VALVE BOX
- WATER MAIN
- GAS SHUT OFF
- U/G GAS
- SPOT ELEVATION
- 1' CONTOUR
- 5' CONTOUR
- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- EX. SANITARY SEWER
- EX. STORM SEWER
- EX. WATERMAIN
- EX. EASEMENT LINE
- APPROX. WETLAND LINE
- PROP. EDGE OF PAVEMENT
- PROP. CENTERLINE OF ROAD
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURES
- PROPOSED CURB AND GUTTER
- PROPOSED CONCRETE WALK
- PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT

**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAT NO. 2 OF "SUMMERFIELD POINTE" LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.C.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

BENCHMARK #204 (PRIMARY)  
SPOKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)  
REF: FIELD BOOK 1485, PG. 34  
POINT #204

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377.3 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)  
REF: FIELD BOOK 1485, PG. 34  
POINT #200

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 486 FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)  
REF: FIELD BOOK 148, PG. 24  
POINT #201

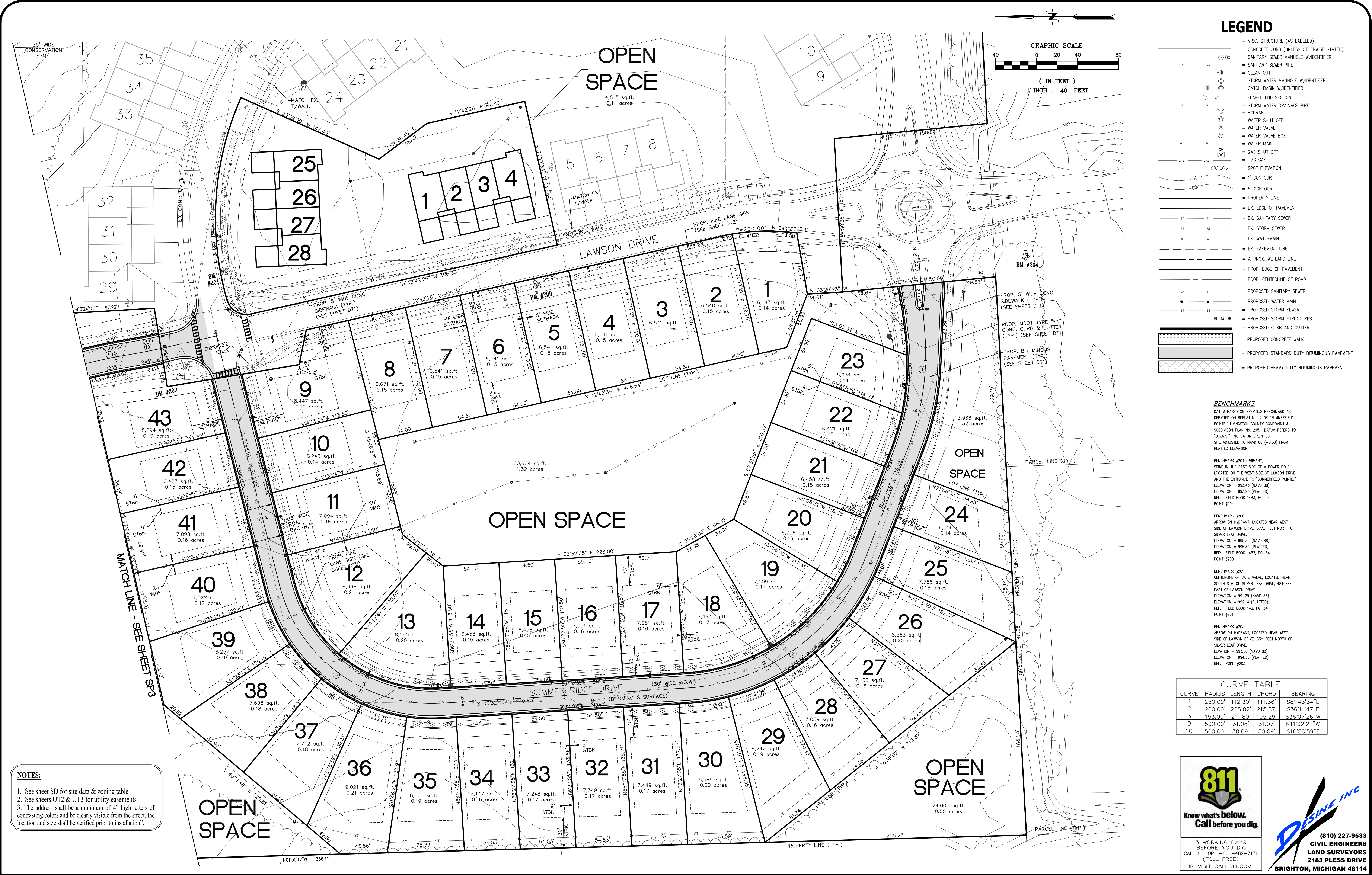
BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 336 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)  
REF: POINT #203

**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD	BEARING
1	250.00'	112.30'	111.36'	S81°43'34"E
2	200.00'	228.02'	215.87'	S36°11'47"E
3	153.00'	211.80'	195.29'	S36°07'26"W
9	500.00'	31.08'	31.07'	N11°02'22"W
10	500.00'	30.09'	30.09'	S10°58'59"E

**NOTES:**

1. See sheet SD for site data & zoning table
2. See sheets UT2 & UT3 for utility easements
3. 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.



DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	10-25-22	REVISED PER REVIEW COMMENTS
CHECK: JMB			

REVISION #	DATE	REVISION-DESCRIPTION

**SUMMERFIELD  
POINTE ESTATES**

**DIMENSIONAL  
SITE PLAN (SOUTH)**

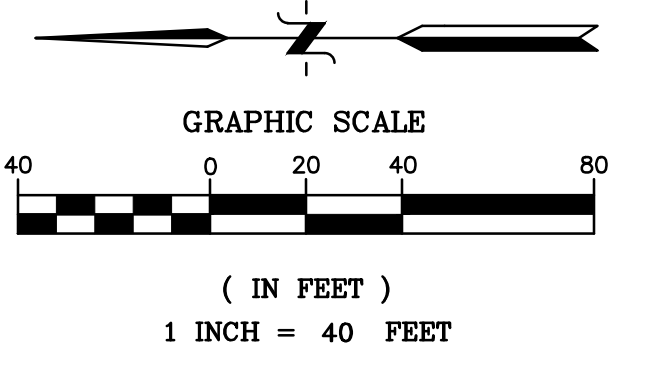
CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD.  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 SP2-3  
ISSUED: OCT. 25, 2022

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**SP1**



**LEGEND**

- = MISC. STRUCTURE (AS LABELED)
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = SANITARY SEWER PIPE
- = CLEAN OUT
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = STORM WATER DRAINAGE PIPE
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = WATER MAIN
- = GAS SHUT OFF
- = U/G GAS
- = SPOT ELEVATION
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. SANITARY SEWER
- = EX. STORM SEWER
- = EX. WATERMAIN
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = PROP. EDGE OF PAVEMENT
- = PROP. CENTERLINE OF ROAD
- = PROPOSED SANITARY SEWER
- = PROPOSED WATER MAIN
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED CONCRETE WALK
- = PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- = PROPOSED HEAVY DUTY BITUMINOUS PAVEMENT

**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD POINTE" LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "USCGS" NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

**BENCHMARK #204 (PRIMARY)**  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE, AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)  
REF: FIELD BOOK 1483, PG. 34  
POINT #204

**BENCHMARK #200**  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377A FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)  
REF: FIELD BOOK 1483, PG. 34  
POINT #200

**BENCHMARK #201**  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 482 FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)  
REF: FIELD BOOK 148, PG. 34  
POINT #201

**BENCHMARK #203**  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33A FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)  
REF: POINT #203



**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD	BEARING
4	750.00'	56.19'	56.18'	S10°40'25"W
5	660.00'	72.73'	72.69'	N11°41'03"W
6	158.00'	521.46'	315.00'	S70°36'34"W
7	230.00'	61.91'	61.72'	N16°13'44"W
8	100.00'	158.86'	142.67'	S54°01'37"E

**NOTES:**

- See sheet SD for site data & zoning table
- See sheets UT2 & UT3 for utility easements
- 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.

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DESIGN:FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	10-25-22	REVISED PER REVIEW COMMENTS			
CHECK: JMB						

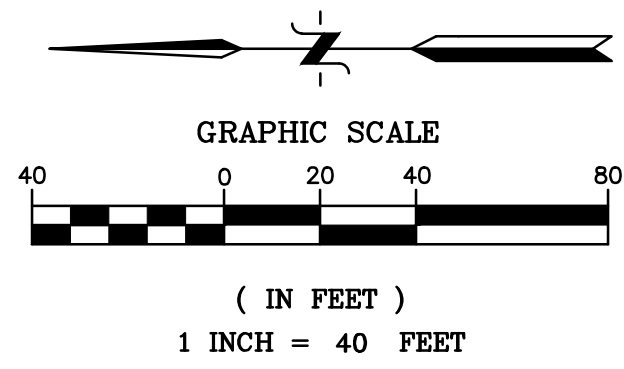
**SUMMERFIELD POINTE ESTATES**

**DIMENSIONAL SITE PLAN (NORTH)**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD.  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 SP2-3  
ISSUED: OCT. 25, 2022

**SP2**



- LEGEND**
- = MISC. STRUCTURE (AS LABELED)
  - = MONITOR WELL
  - ⊙ = BOLLARD
  - ⊛ = SIGN
  - ⊛ = LIGHT BASE
  - ⊛ = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX)
  - ⊛ = UTILITY POLE W/GUY WIRE
  - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
  - = EDGE OF WOODS / TREE DRIP LINE
  - = DECIDUOUS TREE W/IDENTIFIER
  - = CONIFEROUS TREE W/IDENTIFIER
  - = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
  - = EDGE OF GRAVEL
  - = CONCRETE CURB (UNLESS OTHERWISE STATED)
  - = SANITARY SEWER MANHOLE W/IDENTIFIER
  - = SANITARY SEWER PIPE
  - = STORM WATER MANHOLE W/IDENTIFIER
  - = CATCH BASIN W/IDENTIFIER
  - = FLARED END SECTION
  - = STORM WATER DRAINAGE PIPE
  - = HYDRANT
  - = WATER VALVE
  - = WATER VALVE BOX
  - = WATER MAIN
  - = GAS/GASOLINE COVER
  - = GAS SHUT OFF
  - = U/G GAS
  - = 1' CONTOUR
  - = 5' CONTOUR
  - = PROP. CURB
  - = PROP. EDGE OF PAVEMENT
  - = PROP. STORM SEWER
  - = PROP. WATER MAIN
  - A.S. = AS BUILT

- BENCHMARKS**
- DATUM BASED ON PREVIOUS BENCHMARK AS DESCRIBED ON REPLY NO. 2 OF "SUMMERFIELD POINTE", LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.
- BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
REF: FIELD BOOK 14B, PG. 34  
POINT #201
- BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33+ FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
REF: FIELD BOOK 14B, PG. 34  
POINT #203
- BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
REF: FIELD BOOK 14B, PG. 34  
POINT #204
- BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37+ FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)  
REF: FIELD BOOK 14B, PG. 34  
POINT #200

**STRUCTURE INVENTORY**

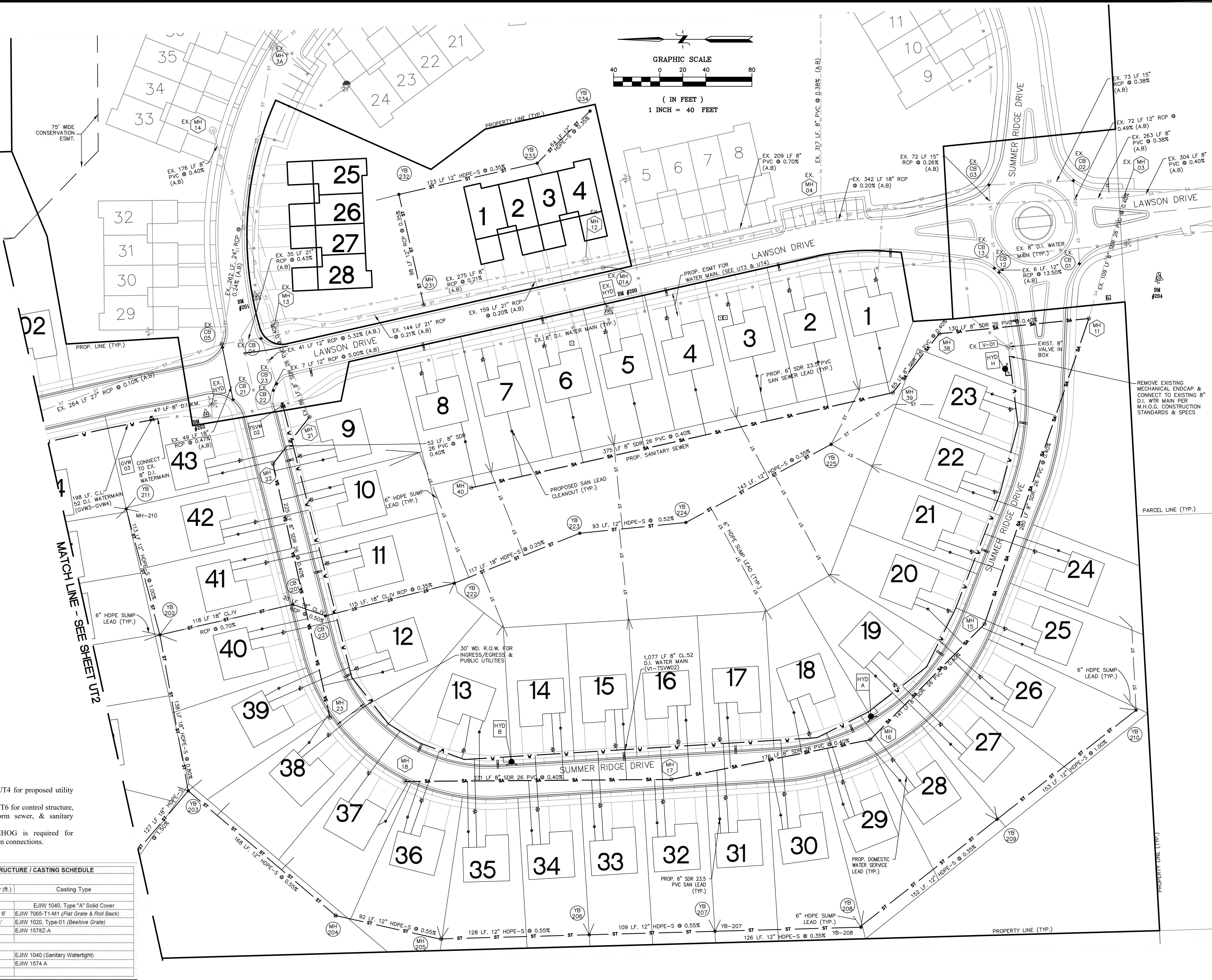
SAN SEWER MH-03	RM	991.83
INVERTS	N 8" PVC	981.48
	N 8" PVC	981.48
	S 8" PVC	981.43
SAN SEWER MH-04	RM	992.58
INVERTS	N 8" PVC	982.58
	E 8" PVC	982.68
	S 8" PVC	982.48
SAN SEWER MH-13	RM	992.07
INVERTS	NE 8" PVC	984.72
	SE 8" PVC	984.69
	S 8" PVC	984.72
SAN SEWER MH-12	RM	993.95
INVERTS	N 8" PVC	984.15
	S 8" PVC	984.05
SAN SEWER MH-14	RM	993.67
INVERTS	SE 8" PVC	985.42
STORM CATCH BASIN CB-01	RM	990.88
INVERTS	E 12" RCP	984.96
STORM MANHOLE MH-01A	RM	993.04
INVERTS	S 18" RCP	983.41
	N 21" RCP	981.74
STORM MANHOLE MH-02B	RM	987.40
INVERTS	SE 36" RCP	972.50
	NW 36" RCP	970.35
STORM CATCH BASIN CB-03	RM	990.88
INVERTS	W 15" RCP	984.28
	S 15" RCP	984.28
	N 18" RCP	984.08
STORM MANHOLE #03A	RM	992.50
INVERTS	SE 21" RCP	979.05
	NW 24" RCP	979.00
STORM CATCH BASIN CB-04	RM	990.92
INVERTS	SW 12" RCP	982.62
	S 21" RCP	981.12
	NW 21" RCP	981.02
STORM CATCH BASIN CB-05	RM	990.97
INVERTS	W 18" RCP	981.27
	S 21" RCP	980.87
	SE 24" RCP	978.37
	NW 27" RCP	977.07
STORM CATCH BASIN CB-12	RM	991.08
INVERTS	W 12" RCP	985.88
STORM CATCH BASIN CB-13	RM	991.07
INVERTS	SW 12" RCP	985.07
	W 12" RCP	984.52
	E 15" RCP	984.41
STORM CATCH BASIN CB-21	RM	991.04
INVERTS	W 18" RCP	981.61
	E 18" RCP	981.50
STORM CATCH BASIN CB-22	RM	991.07
INVERTS	SE 12" RCP	985.27
STORM CATCH BASIN CB-23	RM	991.12
INVERTS	NW 12" RCP	984.92
	E 12" RCP	984.80

**NOTES:**

- See sheets UT3 & UT4 for proposed utility casement plan.
- See sheets UT5 & UT6 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
- A permit from MHOG is required for sanitary & water main connections.

**UTILITIES STRUCTURE / CASTING SCHEDULE**

Structure	Diameter (ft.)	Casting Type
<b>Storm Sewer structures:</b>		
Manholes	4'	EJWV 1040, Type "A" Solid Cover
Curb Catch Basin	2', 4' & 6'	EJWV 7065-T1-M1 (Flat Grate & Roll Back)
Yard Basin	2' & 4'	EJWV 1020, Type-01 (Beehive Grate)
Roof Drain	---	EJWV 15782-A
<b>Sanitary Sewer structures:</b>		
Manholes	4'	EJWV 1040 (Sanitary Watertight)
Cleanout	---	EJWV 1574 A



DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	10-25-22	REVISED PER REVIEW COMMENTS			
CHECK: WMP						

**SUMMERFIELD POINTE ESTATES**

**UTILITY PLAN SOUTH**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD., COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

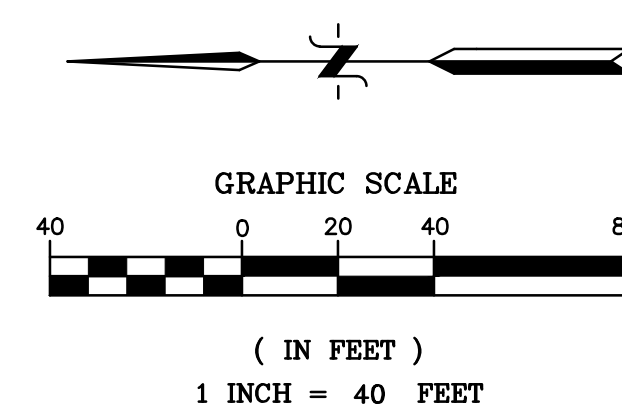
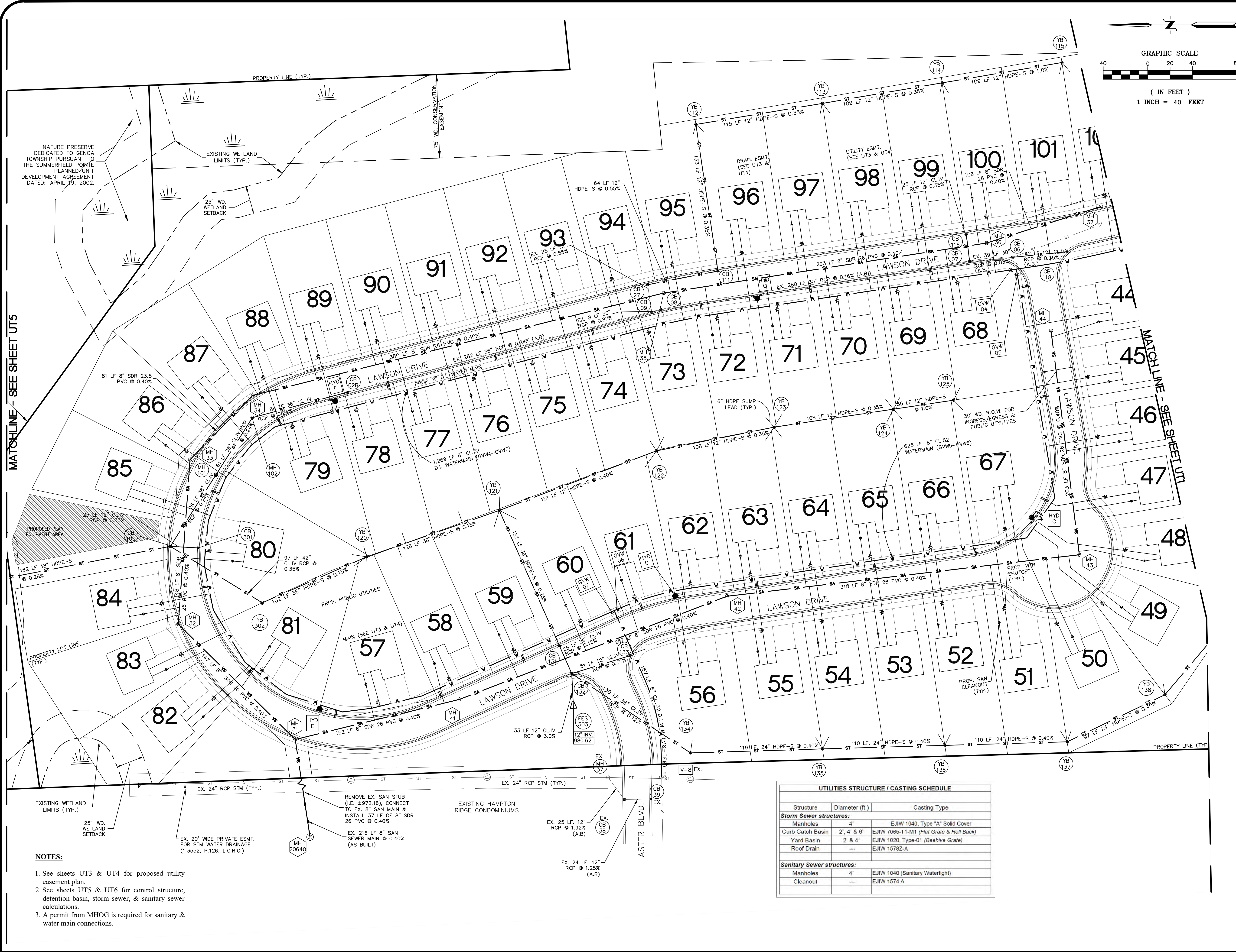
SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: OCT. 25, 2022

**UT1**

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- LEGEND**
- [Symbol] = MISC. STRUCTURE (AS LABELED)
  - [Symbol] = MONITOR WELL
  - [Symbol] = BOLLARD
  - [Symbol] = SIGN
  - [Symbol] = LIGHT BASE
  - [Symbol] = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX)
  - [Symbol] = UTILITY POLE W/GUY WIRE
  - [Symbol] = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - [Symbol] = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
  - [Symbol] = EDGE OF WOODS / TREE DRIP LINE
  - [Symbol] = DECIDUOUS TREE W/IDENTIFIER
  - [Symbol] = CONIFEROUS TREE W/IDENTIFIER
  - [Symbol] = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
  - [Symbol] = EDGE OF GRAVEL
  - [Symbol] = CONCRETE CURB (UNLESS OTHERWISE STATED)
  - [Symbol] = SANITARY SEWER MANHOLE W/IDENTIFIER
  - [Symbol] = SANITARY SEWER PIPE
  - [Symbol] = STORM WATER MANHOLE W/IDENTIFIER
  - [Symbol] = CATCH BASIN W/IDENTIFIER
  - [Symbol] = FLARED END SECTION
  - [Symbol] = STORM WATER DRAINAGE PIPE
  - [Symbol] = HYDRANT
  - [Symbol] = WATER VALVE
  - [Symbol] = WATER VALVE BOX
  - [Symbol] = WATER MAIN
  - [Symbol] = GAS/GASOLINE COVER
  - [Symbol] = GAS SHUT OFF
  - [Symbol] = U/G GAS
  - [Symbol] = 1' CONTOUR
  - [Symbol] = 5' CONTOUR
  - [Symbol] = PROP. CURB
  - [Symbol] = PROP. EDGE OF PAVEMENT
  - [Symbol] = PROP. STORM SEWER
  - [Symbol] = PROP. WATER MAIN
  - [Symbol] = AS BUILT

- BENCHMARKS**
- DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPEAT No. 2 OF "SUMMERFIELD POINTE" LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.C.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.
- BENCHMARK #201: CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 488 FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88) REF: FIELD BOOK 1483, PG. 34 POINT #201
  - BENCHMARK #204 (PRIMARY): SPK IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE, AND THE ENTRANCE TO "SUMMERFIELD POINTE". ELEVATION = 993.53 (PLATTED) REF: FIELD BOOK 1483, PG. 34 POINT #204
  - BENCHMARK #200: ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 3778 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) ELEVATION = 995.89 (PLATTED) REF: FIELD BOOK 1483, PG. 34 POINT #200
  - BENCHMARK #203: ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 334 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.86 (NAVD 88) ELEVATION = 994.38 (PLATTED) REF: POINT #203

**STRUCTURE INVENTORY**

Structure	Diameter (ft.)	Casting Type
SAN SEWER MH #20640 (OFFSITE)		
RM	989.00	
INVERTS		
W 8" PVC	971.30	
STORM CATCH BASIN CB-02 (REPLACE CASTI)		
RM	990.81	
INVERTS		
W 12" RCP	984.61	
N 15" RCP	984.56	
STORM CATCH BASIN CB-06		
RM	989.39	
INVERTS		
SE 27" RCP	976.81	
N 30" RCP	976.64	
STORM CATCH BASIN CB-07		
RM	989.53	
INVERTS		
S 30" RCP	976.63	
N 30" RCP	973.72	
STORM CATCH BASIN CB-08		
RM	986.78	
INVERTS		
S 30" RCP	973.26	
N 30" RCP	973.26	
STORM CATCH BASIN CB-09		
RM	986.97	
INVERTS		
E 12" RCP	978.19	
S 30" RCP	973.19	
N 36" RCP	973.19	
STORM CATCH BASIN CB-27		
RM	986.36	
INVERTS		
W 12" RCP	978.90	
STORM MANHOLE MH-37		
RM	984.31	
INVERTS		
N 24" RCP	979.36	
SW 12" RCP	980.56	
STORM CATCH BASIN CB-38		
RM	985.74	
INVERTS		
NE 12" RCP	981.14	
S 12" RCP	981.04	
STORM CATCH BASIN CB-39		
RM	985.74	
INVERTS		
N 12" RCP	981.44	

- NOTES:**
- See sheets UT3 & UT4 for proposed utility easement plan.
  - See sheets UTS & UT6 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
  - A permit from MHOG is required for sanitary & water main connections.

**UTILITIES STRUCTURE / CASTING SCHEDULE**

Structure	Diameter (ft.)	Casting Type
<b>Storm Sewer structures:</b>		
Manholes	4'	EJJIW 1040, Type "A" Solid Cover
Curb Catch Basin	2', 4' & 6'	EJJIW 7065-T1-M1 (Flat Grate & Roll Back)
Yard Basin	2' & 4'	EJJIW 1020, Type-01 (Beehive Grate)
Roof Drain	---	EJJIW 1578Z-A
<b>Sanitary Sewer structures:</b>		
Manholes	4'	EJJIW 1040 (Sanitary Watertight)
Cleanout	---	EJJIW 1574 A

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	10-25-22	REVISED PER REVIEW COMMENTS			
CHECK: WMP						

SUMMERFIELD POINTE ESTATES

UTILITY PLAN NORTH

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD.  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: OCT. 25, 2022

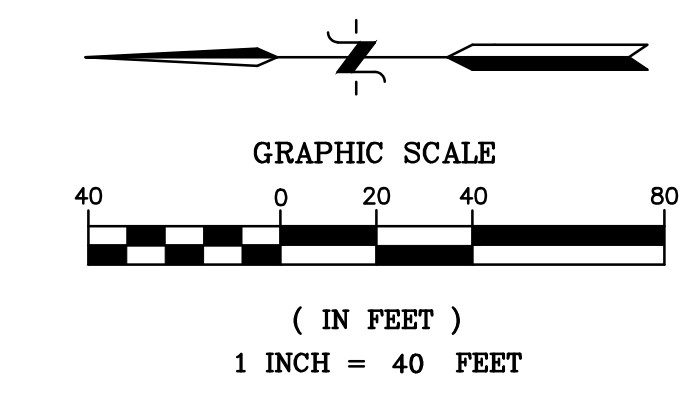
UT2

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LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114









**LEGEND**

- = MISC. STRUCTURE (AS LABELED)
- = MONITOR WELL
- = BOLLARD
- ☆ = LIGHT BASE
- □ □ □ □ = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX)
- ○ ○ ○ ○ = UTILITY POLE W/GUY WIRE
- — — — — = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- PH PHT PPT = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- EL EL EL = EDGE OF WOODS / TREE DRIP LINE
- DT DT DT = DECIDUOUS TREE W/IDENTIFIER
- DT DT DT = CONIFEROUS TREE W/IDENTIFIER
- — — — — = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
- — — — — = EDGE OF GRAVEL
- — — — — = CONCRETE CURB (UNLESS OTHERWISE STATED)
- — — — — = SANITARY SEWER MANHOLE W/IDENTIFIER
- SA — SA — = SANITARY SEWER PIPE
- — — — — = STORM WATER MANHOLE W/IDENTIFIER
- — — — — = CATCH BASIN W/IDENTIFIER
- — — — — = FLARED END SECTION
- ST — ST — = STORM WATER DRAINAGE PIPE
- — — — — = HYDRANT
- — — — — = WATER VALVE
- — — — — = WATER VALVE BOX
- W — W — = WATER MAIN
- — — — — = GAS/GASOLINE COVER
- — — — — = GAS SHUT OFF
- — — — — = U/G GAS
- — — — — = 1' CONTOUR
- — — — — = 5' CONTOUR
- — — — — = PROP. CURB
- — — — — = PROP. EDGE OF PAVEMENT
- ST — ST — = PROP. STORM SEWER
- — — — — = PROP. WATER MAIN
- — — — — = PROP. DETENTION BASIN FREEBOARD
- — — — — = TRN. EX. WATER
- — — — — = PROPOSED WATERSHED BREAKLINE

**Detention "A" Emergency Spillway Calculation**

Tributary Area (A) = 33.54 Acres  
 Compound Runoff Coefficient (C) = 0.52  
 Design Constant (K1) = A \* C = 17.45  
 Allowable Outflow Rate (Qo) = 6.71 cfs

Duration (Minutes)	Duration (Seconds)	Intensity (100-yr Storm) (in/hr)	Col 2 * Col 3 (inches)	Inflow Volume = Col 4 * K1 (Cubic Feet)	Outflow Volume = Col 2 * Qo (Cubic Feet)	Storage Volume = Col 5 - Col 6 (Cubic Feet)
1	60	9.17	2750	47,993	2,012	45,981
5	300	7.86	4714	82,274	4,025	78,249
10	600	6.88	4188	71,284	8,050	63,234
15	900	6.11	3733	62,981	12,075	50,906
20	1,200	5.60	3400	57,068	16,100	40,968
30	1,800	5.00	3000	50,906	20,125	30,781
60	3,600	3.24	1167	20,125	36,225	-16,100
90	5,400	2.39	729	12,075	52,325	-40,250
120	7,200	1.90	566	9,650	68,425	-58,775
180	10,800	1.34	404	6,842	84,525	-77,683
240	14,400	1.04	312	5,299	100,625	-95,326

**PROPOSED CS-301 CALCULATIONS**

Tributary Area = 33.54 Acres  
 Compound Runoff Coefficient = 0.52  
 Critical Flow Coefficient = 0.6  
 Allowable Outflow Rate = 6.71 CFS  
 100 Year Flood Volume = 189,135 CF  
 Bankfull Flood Volume = 1460 X A X C  
 First Flush Volume = 1815 X A X C  
 VRF = 28,003 CF

Low Water Level: LWL = 970.85 (CS #301 Outlet (E))  
 First Flush Elevation: XF = 972.50  
 Bankfull Flood Elevation: XBF = 973.99  
 Using Proposed 100 Yr Flood Elevation: X100 = 975.97

FIRST FLUSH:  
 QF = VRF \* (1/24 hrs) \* (1/3600 sec) = 0.3241 CFS  
 HF = XF - LWL = 1.70 FT  
 AF = QF / (C \* SQRTR(2 \* 32.2 \* HF)) = 0.0218 SF  
 NF = AF / 0.00852 = 6.05 (1-1/4" Holes)

Use NF = 6 1-1/4" Holes at CL Elevation = 970.85  
 Approx First Flush Detention Duration = 24.21 hours

BANKFULL FLOOD:  
 H = XBF - LWL = 3.19 FT  
 Qbf = C \* NF \* 0.00852 \* SQRTR(2 \* 32.2 \* H) = 0.4398 CFS  
 Vbf = Qbf \* 24 hrs \* (3600 sec / 1 hr) = 38,011 CF  
 Vbf = VRF - Vbf = 150,124 CF

Qbf = Vbf / 24 hrs \* (1/3600 sec) = 0.48 CFS  
 Hbf = XBF - XF = 1.49 FT  
 Afb = Qbf / (C \* SQRTR(2 \* 32.2 \* Hbf)) = 0.0181 SF  
 Nfb = Afb / 0.0123 = 6.66 (1-1/2" Holes)

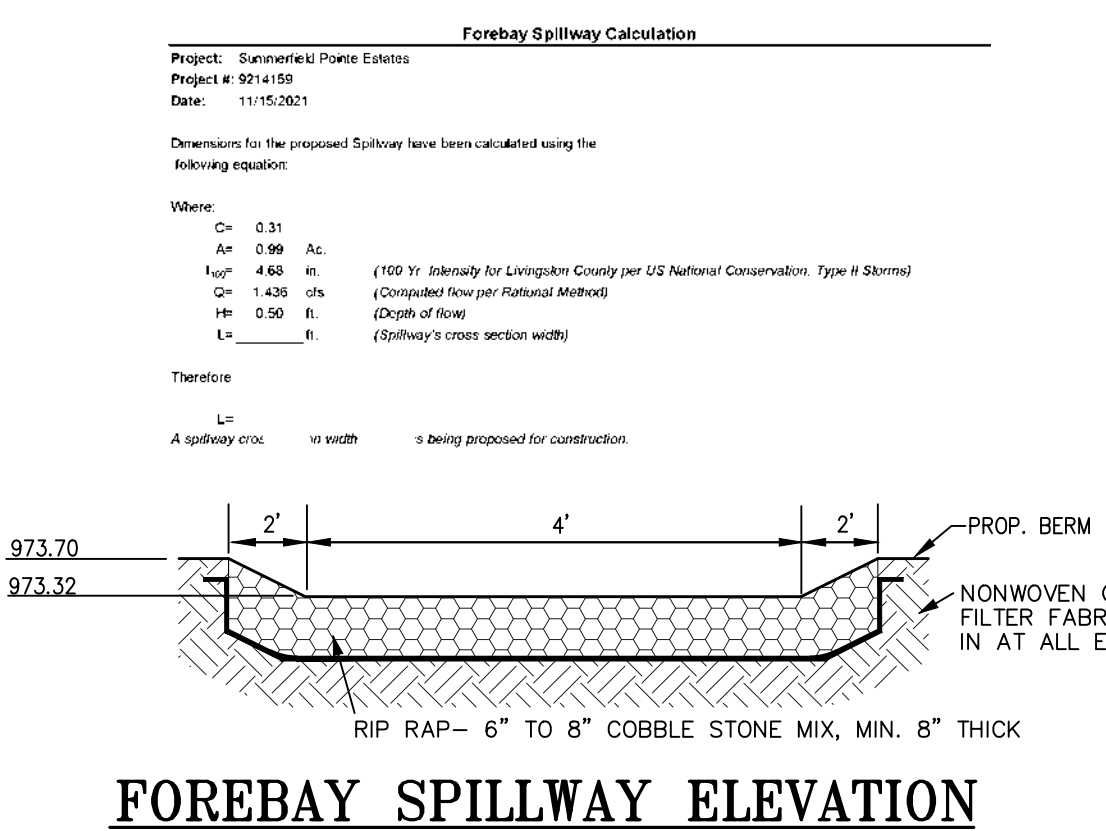
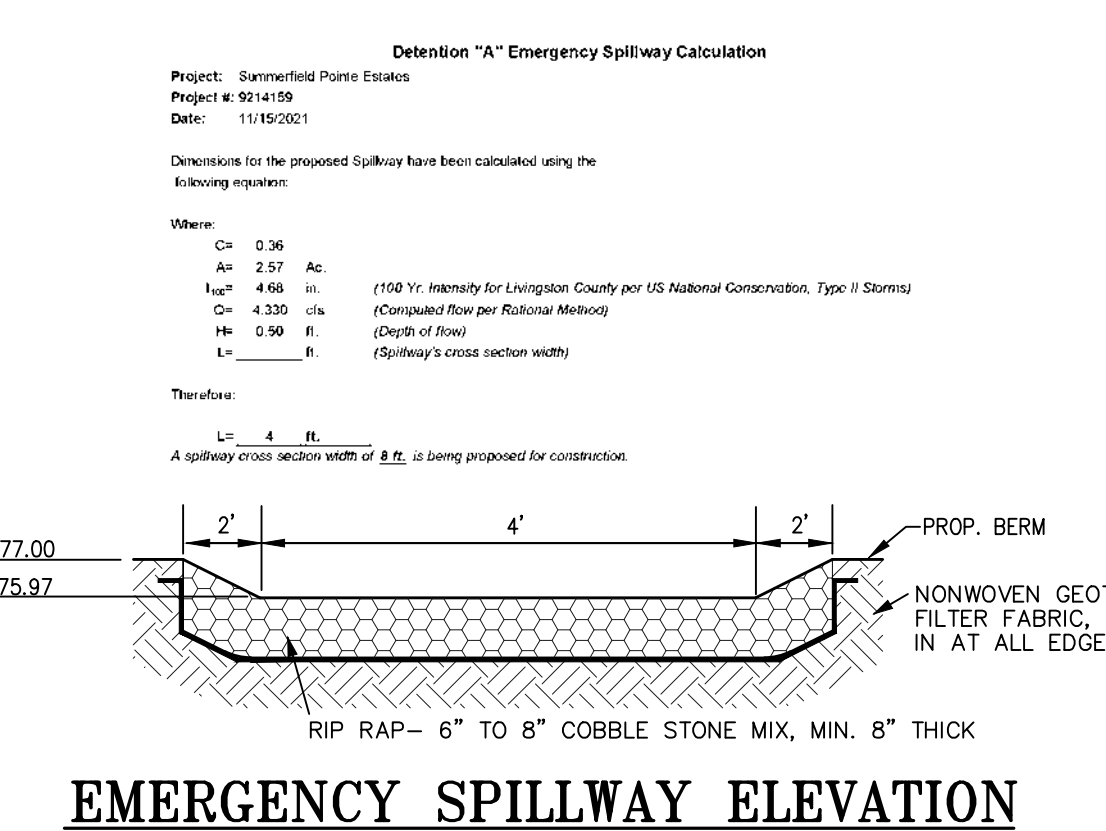
Use Nfb = 7 1-1/2" Holes at CL Elevation = 972.57  
 Approx Bankfull Detention Duration = 47.09 hours

**100 YEAR FLOOD:**

QF + Qbf = [C \* NF \* 0.00852 \* SQRTR(2 \* 32.2 \* (X100 - LWL))] + [C \* Nfb \* 0.0123 \* SQRTR(2 \* 32.2 \* (X100 - Xbf))] = 1.33 CFS  
 Q100needed = Qa - (QF + Qbf) = 5.38 CFS  
 H100 = X100 - Xbf = 1.98 FT  
 A100needed = Q100needed / (C \* SQRTR(2 \* 32.2 \* H100)) = 0.7941 SF  
 N100needed = A100needed / 0.0442 = 19.21 (2-3/4" Holes)

Use N100 = 19 2-3/4" Holes at CL Elevation = 974.11

A100 = (Q100needed / (C \* SQRTR(2 \* 32.2 \* H100))) \* (3.14159) = 0.8412 SF  
 A100 = N100 \* A100 = 0.2837 SF  
 Q100 = QF + Qbf + A100 \* SQRTR(2 \* 32.2 \* H100) = 6.66 CFS < 6.71 CFS (OK)



\* Allowable outflow rate Qo is computed by one of the following cases:  
 Case 1: Qo = Approved Discharge  
 Case 2: Qo = q \* A where q = Permissible discharge rate per acre of tributary area = 0.20 cfs / Acre

Note: Figures in Columns (3) and (4) are computed by the formula 1 = 275 / (1 + 28) (i.e. 100-yr Curve).  
 Bankfull Volume: (5,160)(A)(C) = 79,611 cf  
 First Flush Volume: (1,815)(A)(C) = 28,003 cf  
 Forebay Volume (5% of 100 year Volume): = 9,457 cf

**Forebay Storage Calculation:**

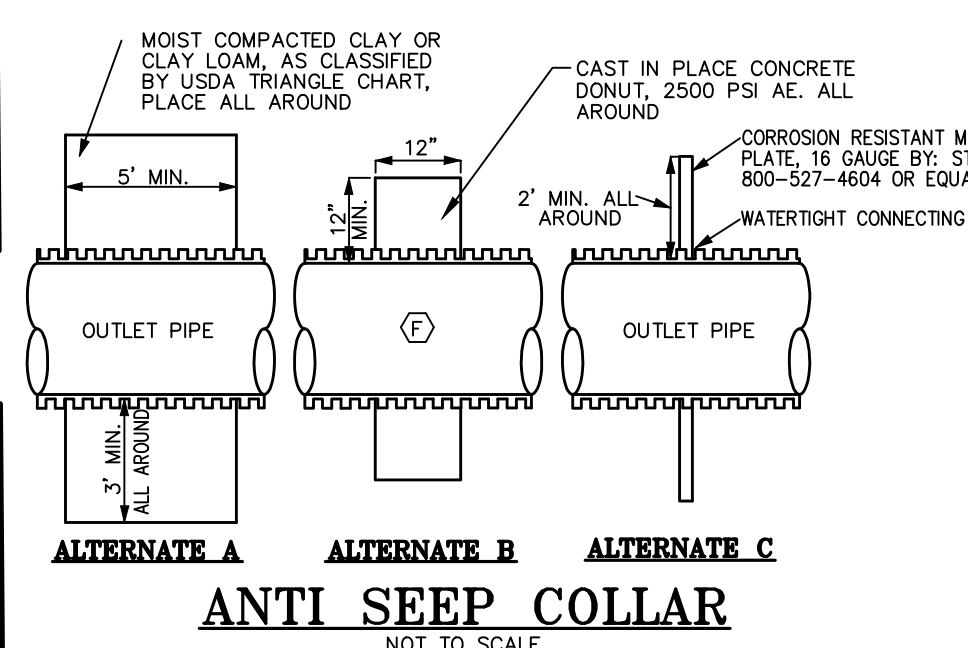
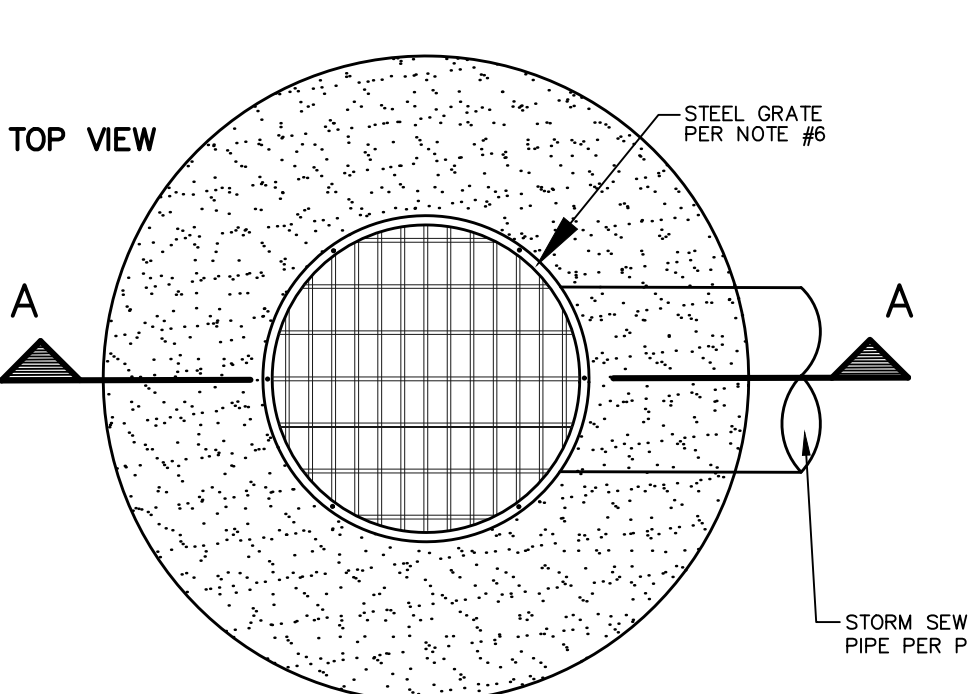
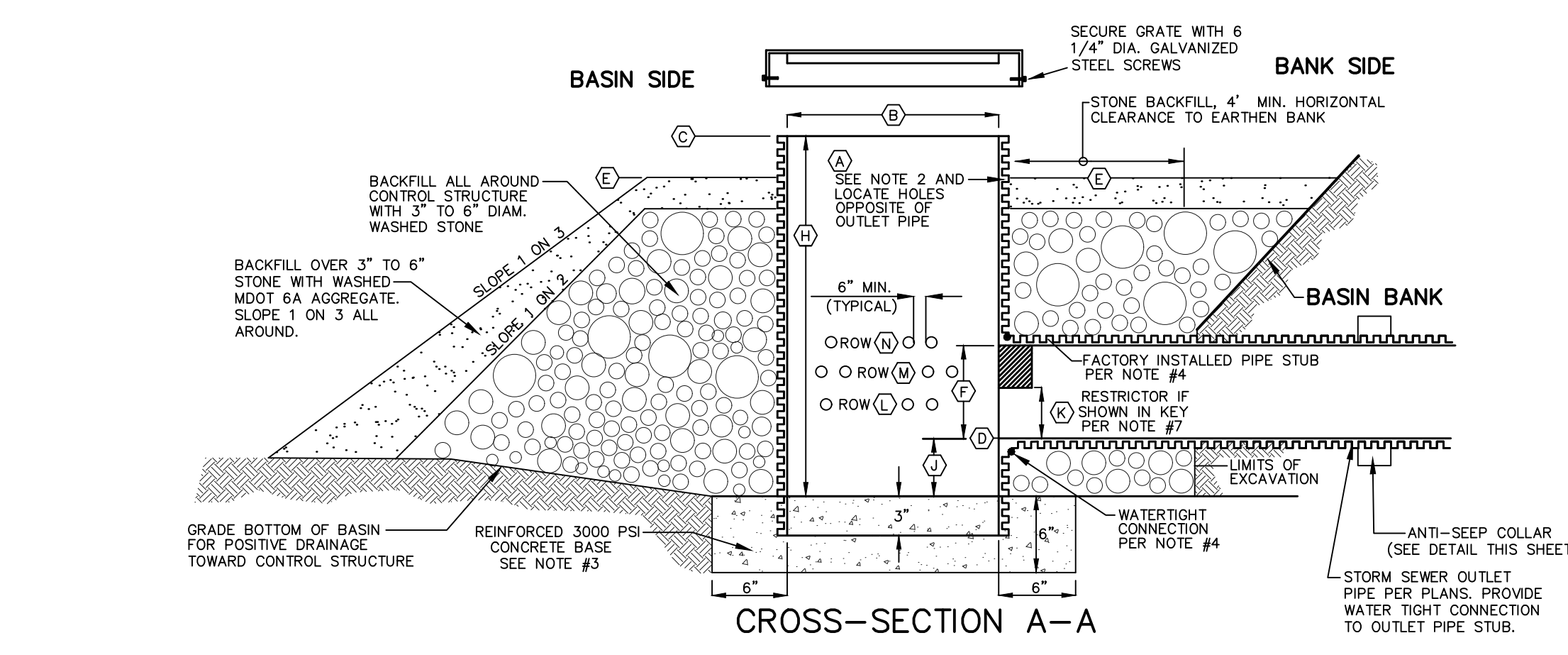
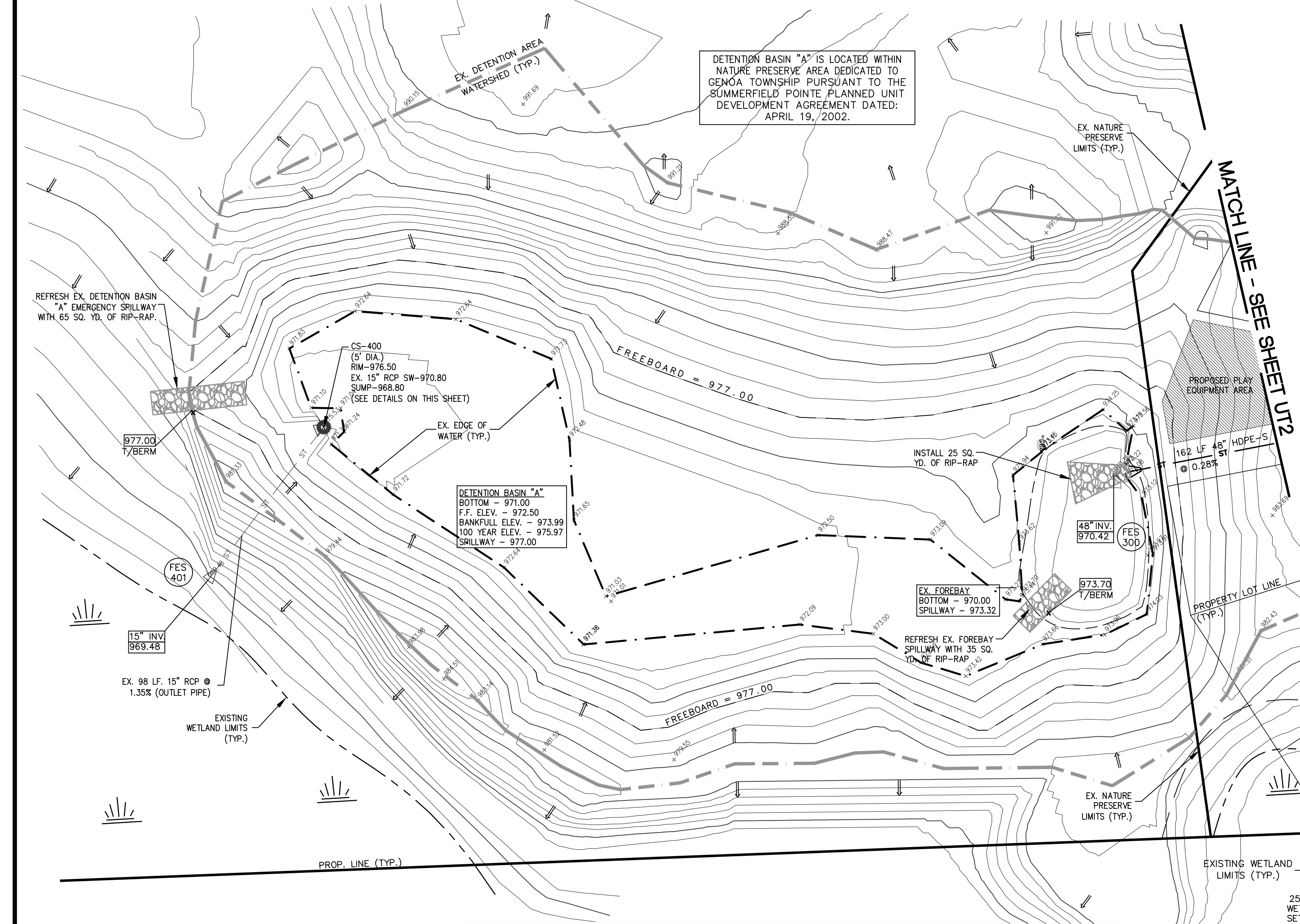
POND DEPTH (FT)	ELEV	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	970.00	1,965	1,842	1,842
2	972.00	2,760	2,440	4,282
3	973.00	4,430	3,566	7,848
SPILLWAY	973.40	5,170	1,992	9,840
LOWER	973.00	40,566	79,611	79,611
HIGHER	974.00	40,964	28,003	97,614

**100 YEAR FLOOD:**

POND DEPTH (FT)	ELEV	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	970.00	1,965	1,842	1,842
2	972.00	2,760	2,440	4,282
3	973.00	4,430	3,566	7,848
SPILLWAY	973.40	5,170	1,992	9,840
LOWER	973.00	40,566	79,611	79,611
HIGHER	974.00	40,964	28,003	97,614

† Existing Forebay Spillway Elevation 973.40

- NOTES:**
- See sheets UT3 & UT4 for proposed utility easement plan.
  - See sheets UT6 for storm sewer, & sanitary sewer calculations.
  - A permit from MHOG is required for sanitary & water main connections.



- CONTROL STRUCTURE NOTES:**
- Control Structure and Grate shall be factory built. Contractor shall provide Engineer with Shop Drawings for Control Structure and Grate. Contractor shall obtain Engineer's Approval of Shop Drawings prior to Control Structure installation.
  - Control Structure shall be constructed of material noted in Item A of KEY. CMP shall be corrugated metal pipe with corrosion resistant coating and shall conform to the specifications for corrugated metal pipe per AASHTO Designation M36.
  - Control Structure Base shall be a reinforced 3000 PSI air entrained concrete base. Control Structure shall be embedded into the concrete base providing a full strength water tight connection as illustrated in the Basin Control Structure Detail.
  - Provide a watertight connection between the Control Structure and Outlet Pipe.
  - Construct berm over Outlet Pipe as necessary to provide 12" minimum cover.
  - Grate shall be built to fit over the outside edge of the Control Structure and to be secured to the Control Structure with six (6) 1/4" minimum diameter removable galvanized screws. All joints shall be welded full strength per current AWS code. Grate shall be factory coated with bitumastic or corrosion resistant paint. Grate shall be constructed of 1/2" minimum diameter round or square steel bar creating a square grid pattern with a maximum 3"x 3" opening size. Outside of Grate shall be wrapped with a 1/4" minimum x 3" minimum flat stock steel.

- BENCHMARKS**
- BENCHMARK #201  
 CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF LAWSON DRIVE, 484 FEET EAST OF LAWSON DRIVE.  
 ELEVATION = 991.29 (NAVD 88)  
 ELEVATION = 992.14 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #201
- BENCHMARK #203  
 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33x FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 993.88 (NAVD 88)  
 ELEVATION = 993.88 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #203
- BENCHMARK #200  
 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377x FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 995.59 (NAVD 88)  
 ELEVATION = 995.59 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #200

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 BRIGHTON, MICHIGAN 48114

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	10-25-22	REVISED PER REVIEW COMMENTS
CHECK: WMP			

REVISION #	DATE	REVISION-DESCRIPTION

SUMMERFIELD POINTE ESTATES

DETENTION BASIN "A" CALCULATIONS, NOTES & DETAILS

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
 3696 SLEETH RD.  
 COMMERCE TOWNSHIP, MICHIGAN 48382  
 248-684-1699

SCALE: 1in. = 40ft.  
 PROJECT NO.: 214159  
 DWG NAME: 4159 UT  
 ISSUED: OCT. 25, 2022

**UT5**

From MH#	To MH#	Pipe Material	Area Acres	Elev. Area 1 CA	Total Area 1 CA	T Mn.	I Inch Per Hour	Q (CIA)	Di. of pipe inch	Slope %	Slope H.G. %	Length of pipe ft.	Vol. Flow full ft./sec.	Time of flow min.	Cap. of pipe c.f.s.	H.G. Elev. upper end	Ground Elev. Upper end	Lower end	Invert Elev. Upper end	Lower end	Upper end	Lower end	Cover Upper end	Lower end	
1	2	RCP	0.76	0.66	0.52	15.0	4.38	2.26	12	0.49	0.40	72	3.16	0.4	2.48	986.98	990.86	990.81	984.96	984.61	4.71	5.01			
2	3	RCP	0.00	0.00	0.00	17.1	4.15	7.13	21	0.20	0.20	169	2.96	0.9	7.11	983.62	993.04	993.04	981.74	981.42	9.32	9.70			
12	13	RCP	0.65	0.67	0.44	15.0	4.38	1.90	12	13.50	0.29	6	16.66	0.0	13.09	986.79	991.08	991.07	985.88	985.07	4.01	4.81			
13	3	RCP	0.43	0.73	0.32	0.75	15.0	4.38	3.27	15	0.26	0.26	72	2.70	0.4	3.09	986.78	991.07	991.08	984.47	984.28	5.16	5.16		
3	01A	RCP	0.59	0.71	0.42	1.72	15.8	4.29	7.36	18	0.20	0.49	342	4.17	1.4	4.65	986.99	990.88	993.04	984.08	983.41	5.09	7.92		
234	233	HDPE-S	0.13	0.42	0.05	15.0	4.38	0.24	12	0.35	0.00	64	3.17	0.3	2.49	984.01	993.50	992.50	983.23	983.01	9.08	8.30			
233	232	HDPE-S	0.25	0.42	0.11	0.16	15.3	4.34	0.69	12	0.35	0.03	123	3.17	0.6	2.49	983.51	992.50	992.50	982.91	982.48	8.40	8.83		
232	231	RCP	0.43	0.44	0.19	0.35	16.0	4.27	1.49	12	0.35	0.17	102	2.68	0.6	2.11	983.48	988.52	993.10	982.38	982.02	8.93	9.89		
231	4	RCP	0.00	0.00	0.00	2.06	16.6	4.21	8.68	21	0.21	0.30	144	3.61	0.7	7.23	983.30	993.10	990.92	981.42	981.12	9.70	7.82		
22	23	RCP	0.22	0.68	0.15	0.15	17.3	4.14	0.62	12	5.00	0.03	7	10.14	0.0	7.96	985.92	991.07	991.12	985.27	984.92	4.61	5.01		
23	4	RCP	0.38	0.57	0.22	0.37	17.3	4.14	1.51	12	5.32	0.18	41	10.46	0.1	8.21	983.69	991.12	990.92	984.80	982.62	5.13	7.11		
4	5	RCP	0.60	0.64	0.38	2.81	17.4	4.13	11.62	21	0.43	0.54	35	4.83	0.1	10.37	982.81	990.92	990.97	981.02	980.87	7.92	8.12		
14	15	RCP	1.56	0.57	0.89	0.89	15.0	4.38	3.89	12	0.52	1.19	23	4.95	0.1	2.57	984.14	988.59	988.52	982.79	982.67	4.61	4.66		
15	17	RCP	0.88	0.73	0.64	1.83	15.0	4.37	6.67	21	0.12	0.18	349	2.77	2.1	5.56	983.87	988.52	988.64	980.02	979.59	7.06	7.61		
16	17	RCP	1.22	0.51	0.63	0.63	15.0	4.38	2.75	12	1.43	0.59	23	5.43	0.1	4.27	983.39	988.52	988.64	982.07	981.74	5.66	5.71		
17	3A	RCP	0.79	0.72	0.57	2.72	17.2	4.15	11.30	21	0.18	0.51	267	4.70	0.9	6.79	983.25	988.64	992.50	979.54	979.05	7.12	11.47		
3A	5	RCP	0.42	0.80	0.34	3.06	18.1	4.06	12.42	24	0.24	0.30	262	3.95	1.1	11.09	981.89	992.50	990.97	979.00	978.37	11.25	10.35		
21	5	RCP	0.32	0.62	0.20	0.20	15.0	4.38	0.87	18	0.47	0.01	49	4.07	0.2	7.19	982.77	991.04	990.97	981.50	981.27	7.83	7.99		
5	6	RCP	0.52	0.76	0.39	6.47	19.2	3.96	25.58	27	0.10	0.68	264	6.43	0.7	9.72	981.10	990.97	990.89	977.07	976.81	11.38	11.56		
118	6	RCP	0.55	0.62	0.34	0.34	15.0	4.38	1.48	12	0.35	0.17	42	2.68	0.3	2.11	979.37	991.30	990.89	977.99	977.84	12.12	11.86		
6	7	RCP	0.16	0.19	0.13	6.93	19.9	3.90	27.00	30	0.03	0.43	39	5.50	0.1	6.57	979.30	990.89	990.55	976.64	976.63	11.46	11.13		
116	7	RCP	0.28	0.62	0.17	0.17	15.0	4.38	0.76	12	0.35	0.05	25	2.68	0.2	2.11	977.87	990.55	990.55	975.01	974.92	14.35	14.44		
7	8	RCP	0.04	0.75	0.03	7.13	20.0	3.89	27.73	30	0.16	0.46	280	5.65	0.8	16.62	977.85	990.55	987.89	973.72	973.26	14.04	11.84		
8	9	RCP	0.32	0.62	0.20	7.33	20.9	3.82	27.98	30	0.87	0.47	8	7.81	0.0	38.35	976.57	987.89	987.89	973.72	973.19	11.84	11.81		
115	114	HDPE-S	0.25	0.42	0.11	0.11	15.0	4.38	0.46	12	1.00	0.01	109	5.36	0.3	4.21	985.61	990.80	989.50	985.69	984.60	3.92	3.71		
114	113	HDPE-S	0.30	0.40	0.12	0.23	15.3	4.34	0.98	12	0.35	0.05	109	3.17	0.6	2.49	985.18	989.50	988.50	984.50	984.12	3.81	3.19		
113	112	HDPE-S	0.28	0.41	0.11	0.34	15.9	4.29	1.45	12	0.35	0.12	115	3.17	0.5	2.49	983.85	988.50	988.50	983.12	982.72	4.19	4.59		
112	111	RCP	0.33	0.33	0.13	0.47	16.5	4.22	1.97	12	0.35	0.31	133	2.68	0.8	2.11	982.66	988.50	988.50	981.72	981.25	5.69	6.06		
111	27	RCP	0.24	0.65	0.16	0.62	17.3	4.13	2.58	12	0.55	0.52	64	3.36	0.3	2.64	981.24	988.50	987.89	980.25	979.90	7.06	6.80		
27	9	RCP	0.53	0.70	0.37	1.00	17.7	4.10	4.09	12	2.84	1.32	25	7.64	0.1	6.00	979.52	987.89	987.89	978.90	978.19	7.80	8.51		
9	2B	RCP	0.26	0.62	0.16	8.49	20.9	3.81	32.39	36	0.24	0.24	282	4.67	1.0	32.98	976.54	987.89	989.25	973.19	972.50	11.35	13.40		
2B	102	RCP	0.08	0.08	0.05	8.54	21.9	3.73	31.87	36	0.24	0.23	88	4.62	0.3	32.66	975.87	989.25	988.82	972.41	972.20	13.49	13.27		
102	101	RCP	0.00	0.00	0.00	8.54	22.2	3.71	31.66	36	0.24	0.23	61	4.62	0.2	32.66	975.67	988.82	988.00	972.10	971.96	13.37	12.67		
101	100	RCP	0.00	0.00	0.00	8.54	22.4	3.69	31.51	36	0.24	0.22	76	4.62	0.3	32.66	975.67	988.00	987.39	971.86	971.67	13.29	12.39		
210	209	HDPE-S	0.45	0.40	0.18	0.18	15.0	4.38	0.79	12	1.00	0.03	153	5.36	0.5	4.21	989.91	994.50	995.00	990.39	988.86	2.92	4.95		
209	208	HDPE-S	0.66	0.35	0.23	0.41	15.5	4.32	1.76	12	0.35	0.18	152	3.17	0.8	2.49	989.49	995.00	995.00	988.76	988.22	5.05	5.59		
208	207	HDPE-S	0.35	0.39	0.14	0.54	16.3	4.24	2.30	12	0.35	0.30	126	3.17	0.7	2.49	989.06	995.00	995.00	988.12	987.68	6.69	6.13		
207	206	HDPE-S	0.26	0.42	0.11	0.65	16.9	4.17	2.72	12	0.55	0.42	109	3.97	0.5	3.12	988.44	995.00	995.80	986.98	986.36	6.23	7.63		
206	205	HDPE-S	0.24	0.43	0.10	0.75	17.4	4.13	3.11	12	0.55	0.94	128	3.97	0.5	3.12	987.88	995.80	997.20	986.98	986.18	7.73	9.83		
205	204	HDPE-S	0.00	0.00	0.00	0.75	17.9	4.08	3.07	12	0.55	0.53	92	3.97	0.4	3.12	987.06	997.20	996.80	986.08	985.57	9.93	10.04		
204	203	HDPE-S	0.00	0.00	0.00	0.75	18.3	4.04	3.04	12	0.55	0.52	168	3.97	0.7	3.12	985.53	996.80	992.50	984.57	983.65	11.04	7.66		
211	202	HDPE-S	0.44	0.44	0.19	0.19	15.0	4.38	0.84	12	1.00	0.04	113	5.36	0.4	4.21	984.89	992.20	992.20	984.88	983.75	6.13	7.26		
225	224	HDPE-S	1.20	0.40	0.48	0.48	15.0	4.38	2.10	12	0.35	0.25	143	3.17	0.8	2.49	987.76	992.20	992.20	986.91	986.41	4.10	4.60		
224	223	HDPE-S	0.60	0.38	0.23	0.71	15.8	4.29	3.03	12	0.52	0.52	93	3.86	0.4	3.04	987.31	992.20	992.20	986.31	985.82	4.70	5.19		
223	222	HDPE-S	0.82	0.37	0.31	1.01	16.2	4.25	4.30	18	0.25	0.12	117	3.51	0.6	6.20	986.77	992.20	992.20	985.42	985.13	5.07	5.66		
222	221	RCP	1.07	0.41	0.44	1.45	16.7	4.20	6.09	18	0.35	0.34	115	3.52	0.5	6.21	986.52	992.20	993.77	985.03	984.63	5.76	7.43		
221	201	RCP	0.49	0.63	0.31	1.76	17.3	4.14	7.29	18	0.50	0.48	30	4.20	0.1	7.43	986.02	993.77	993.57	984.53	984.38	7.53	7.48		
201	202</																								

**EXISTING UTILITY STRUCTURE INVENTORY**

SAN SEWER MH-03 RIM 991.83 INVERTS N 8" PVC 981.48 W 8" PVC 981.48 S 8" PVC 981.43	STORM MANHOLE #03A RIM 992.50 INVERTS SE 21" RCP 979.05 NW 24" RCP 979.00	STORM CATCH BASIN CB-17 RIM 988.64 INVERTS W 12" RCP 981.74 S 21" RCP 979.59 NW 21" RCP 979.54
SAN SEWER MH-04 RIM 992.58 INVERTS N 8" PVC 982.58 E 8" PVC 982.68 S 8" PVC 982.48	STORM CATCH BASIN CB-04 RIM 990.92 INVERTS SW 12" RCP 982.62 S 21" RCP 981.12 NW 21" RCP 981.02	STORM CATCH BASIN CB-21 RIM 991.04 INVERTS W 18" RCP 981.61 E 18" RCP 981.50
SAN SEWER MH-05 RIM 990.79 INVERTS N 8" PVC 983.90 W 8" PVC 983.94	STORM CATCH BASIN CB-05 RIM 990.97 INVERTS W 18" RCP 981.27 S 21" RCP 980.87 SE 24" RCP 978.37 NW 27" RCP 977.07	STORM CATCH BASIN CB-22 RIM 991.07 INVERTS SE 12" RCP 985.27
SAN SEWER MH-06 RIM 990.92 INVERTS NE 8" PVC 985.12 S 8" PVC 985.12	STORM CATCH BASIN CB-06 RIM 989.39 INVERTS SE 27" RCP 976.81 N 30" RCP 976.64	STORM CATCH BASIN CB-23 RIM 991.12 INVERTS NW 12" RCP 984.92 E 12" RCP 984.80
SAN SEWER MH-07 RIM 991.89 INVERTS SE 8" PVC 986.09	STORM CATCH BASIN CB-07 RIM 989.53 INVERTS S 30" RCP 976.63 N 30" RCP 973.72	STORM CATCH BASIN CB-27 RIM 986.36 INVERTS W 12" RCP 978.90
SAN SEWER MH-13 RIM 992.07 INVERTS NE 8" PVC 984.72 SE 8" PVC 984.69 S 8" PVC 984.72	STORM CATCH BASIN CB-08 RIM 986.78 INVERTS S 30" RCP 973.26 N 30" RCP 973.26	STORM MANHOLE MH-37 RIM 984.31 INVERTS N 24" RCP 979.36 SW 12" RCP 980.56
SAN SEWER MH-12 RIM 993.95 INVERTS N 8" PVC 984.15 S 8" PVC 984.05	STORM CATCH BASIN CB-09 RIM 986.97 INVERTS E 12" RCP 978.19 S 30" RCP 973.19 N 36" RCP 973.19	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
SAN SEWER MH-14 RIM 993.67 INVERTS SE 8" PVC 985.42	STORM CATCH BASIN CB-10 (T.B.R.) RIM 985.12 INVERTS SE 36" RCP 970.69 N 36" RCP 970.59	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
SAN SEWER MH #20640 (OFFSITE) RIM 989.00 INVERTS W 8" PVC 971.30	STORM CATCH BASIN CB-11 (T.B.R.) RIM 985.33 INVERTS S 36" RCP 970.63 NW 36" RCP 970.53	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
STORM CATCH BASIN CB-01 RIM 990.86 INVERTS E 12" RCP 984.96	STORM CATCH BASIN CB-12 RIM 991.08 INVERTS W 12" RCP 985.88	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
STORM MANHOLE MH-01A RIM 993.04 INVERTS S 18" RCP 983.41 N 21" RCP 981.74	STORM CATCH BASIN CB-13 RIM 991.07 INVERTS SW 12" RCP 985.07 W 12" RCP 984.52 E 15" RCP 984.47	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
FLARED END SECTION FES-100B INVERTS S 36" RCP 970.35	STORM CATCH BASIN CB-14 RIM 988.59 INVERTS SE 12" RCP 982.79	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
STORM CATCH BASIN CB-02 (REPLACE CASTING)  RIM 990.81 INVERTS W 12" RCP 984.61 N 15" RCP 984.56	STORM CATCH BASIN CB-15 RIM 988.62 INVERTS NW 12" RCP 982.67 N 21" RCP 980.02	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
STORM MANHOLE MH-02B RIM 987.40 INVERTS SE 36" RCP 972.50 NW 36" RCP 970.35	STORM CATCH BASIN CB-16 RIM 988.92 INVERTS E 12" RCP 982.07	STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86
STORM CATCH BASIN CB-03 RIM 990.88 INVERTS W 15" RCP 984.28 S 15" RCP 984.28 N 18" RCP 984.08		STORM CATCH BASIN CB-100 (6' DIA) RIM 988.00 INVERTS SE 36" RCP 971.96 NW 36" RCP 971.86

**PROPOSED UTILITY STRUCTURE INVENTORY**

STORM MANHOLE MH-231 (4' DIA) (7638.39, 3542.97) RIM 993.10 SE 21" RCP 981.42 NW 21" RCP 981.42 NE 12" RCP 982.02	STORM CATCH BASIN CB-132 (4' DIA) (8457.90, 3045.10) RIM 986.39 NE 36" RCP 976.74 SW 36" RCP 976.84 SE 12" RCP 978.34 W 12" RCP 979.44 SUMP - 974.74	YARD BASIN YB-115 (2' DIA) (8017.28, 3591.62) RIM 990.80 NW 12" HDPE-S 985.69 SUMP - 983.69	STORM MANHOLE MH-205 (4' DIA) (7623.23, 2992.81) RIM 997.20 S 12" HDPE-S 986.18 NE 12" HDPE-S 986.08
STORM CATCH BASIN CB-27 (4' DIA) (8388.97, 3392.16) RIM 987.89 SE 12" RCP 979.90 SW 12" RCP 978.90 SUMP - 976.90	STORM CATCH BASIN CB-133 (4' DIA) (8407.86, 3059.92) RIM 986.69 NW 12" RCP 978.52 SUMP - 976.52	YARD BASIN YB-135 (4' DIA) (8232.10, 2975.48) RIM 985.20 N 24" HDPE-S 978.28 S 24" HDPE-S 978.38 SUMP - 976.28	YARD BASIN YB-206 (4' DIA) (7494.78, 2996.38) RIM 995.80 N 12" HDPE-S 986.88 S 12" HDPE-S 986.98 SUMP - 984.88
STORM MANHOLE MH-102 (4' DIA) (8743.34, 3272.81) RIM 988.82 SE 36" RCP 972.20 NW 36" RCP 972.10	YARD BASIN YB-134 (4' DIA) (8350.55, 2971.88) RIM 984.50 NE 36" RCP 977.00 S 24" HDPE-S 977.80 SUMP - 975.00	YARD BASIN YB-136 (4' DIA) (8122.35, 2978.66) RIM 987.30 N 24" HDPE-S 978.82 S 24" HDPE-S 978.92 SUMP - 976.82	YARD BASIN YB-207 (4' DIA) (7385.76, 2999.38) RIM 995.00 N 12" HDPE-S 987.58 S 12" HDPE-S 987.68 SUMP - 985.58
STORM MANHOLE MH-101 (4' DIA) (8776.20, 3221.61) RIM 988.00 SE 36" RCP 971.96 NW 36" RCP 971.86	STORM CATCH BASIN CB-116 (2' DIA) (8103.18, 3437.85) RIM 990.55 SW 12" RCP 975.01 SUMP - 973.01	YARD BASIN YB-137 (4' DIA) (8012.61, 2981.83) RIM 991.80 N 24" HDPE-S 979.36 SE 24" HDPE-S 979.46 SUMP - 977.36	YARD BASIN YB-208 (4' DIA) (7259.10, 3002.94) RIM 995.00 N 12" HDPE-S 988.12 SE 12" HDPE-S 988.22 SUMP - 986.12
STORM CATCH BASIN CB-100 (6' DIA) (8817.21, 3157.32) RIM 987.39 SE 36" RCP 971.67 S 12" RCP 973.36 SW 42" RCP 971.27 NW 48" HDPE-S 970.87 SUMP - 968.87	STORM CATCH BASIN CB-118 (2' DIA) (8019.68, 3419.52) RIM 991.30 N 12" RCP 977.99 SUMP - 975.99	YARD BASIN YB-203 (4' DIA) (7842.66, 3121.16) RIM 992.50 NW 18" HDPE-S 982.15 NE 18" HDPE-S 982.25 SW 12" HDPE-S 983.65 SUMP - 980.15	YARD BASIN YB-209 (4' DIA) (7141.00, 3096.56) RIM 995.00 NW 12" HDPE-S 988.76 SE 12" HDPE-S 988.86 SUMP - 986.76
YARD BASIN YB-120 (4' DIA) (8641.06, 3147.88) RIM 984.50 NW 36" HDPE-S 972.77 SE 36" HDPE-S 974.67 SUMP - 970.77	STORM CATCH BASIN CB-111 (4' DIA) (8325.94, 3404.45) RIM 988.50 NE 12" RCP 981.25 NW 12" RCP 980.25 SUMP - 978.25	YARD BASIN YB-202 (4' DIA) (7867.25, 3256.52) RIM 992.20 SW 18" HDPE-S 983.35 NE 12" HDPE-S 983.75 SE 18" RCP 983.45 SUMP - 981.35	YARD BASIN YB-210 (2' DIA) (7020.36, 3191.23) RIM 994.50 NW 12" HDPE-S 990.39 SUMP - 988.39
YARD BASIN YB-121 (4' DIA) (8522.03, 3189.54) RIM 984.50 NW 36" HDPE-S 974.86 SW 36" HDPE-S 976.46 SE 12" HDPE-S 976.46 SUMP - 972.86	STORM CATCH BASIN CB-02B (4' DIA) (8658.03, 3295.34) RIM 989.25 NW 36" RCP 972.41 SE 36" RCP 972.50 SUMP - 970.40	STORM CATCH BASIN CB-201 (4' DIA) (7751.88, 3282.83) RIM 993.57 NW 18" RCP 984.28 SE 18" RCP 984.38 SUMP - 982.26	YARD BASIN YB-302 (5' DIA.) (8734.55, 3106.66) RIM 987.80 S. 36" HDPE-S 972.61 NE. 42" HDPE-S 971.61 SUMP - 969.61
YARD BASIN YB-122 (4' DIA) (8381.08, 3243.05) RIM 986.00 NW 12" HDPE-S 977.06 SE 12" HDPE-S 978.56 SUMP - 975.06	YARD BASIN YB-232 (4' DIA) (7659.95, 3638.55) RIM 992.50 SW 12" RCP 982.38 SE 12" HDPE-S 982.48 SUMP - 980.38	STORM CATCH BASIN CB-221 (4' DIA) (7723.59, 3273.00) RIM 993.77 NE 18" RCP 984.53 SE 18" RCP 984.63 SUMP - 982.53	YARD BASIN YB-211 (2' DIA.) (7896.44, 3365.64) RIM 992.20 W. 12" HDPE-S 984.88 SUMP - 982.88
YARD BASIN YB-123 (4' DIA) (8275.56, 3264.28) RIM 987.00 NW 12" HDPE-S 978.94 SE 12" HDPE-S 980.44 SUMP - 976.94	YARD BASIN YB-233 (4' DIA) (7539.93, 3665.62) RIM 992.50 NW 12" HDPE-S 982.91 SE 12" HDPE-S 983.01 SUMP - 980.91	YARD BASIN YB-222 (4' DIA) (7611.81, 3301.33) RIM 992.50 NW 18" RCP 985.03 SE 18" HDPE-S 985.13 SUMP - 983.03	YARD BASIN YB-138 (4' DIA.) (7924.91, 3024.07) RIM 994.50 SE. 18" HDPE-S 980.24 NW. 24" HDPE-S 979.84 SUMP - 977.84
YARD BASIN YB-124 (4' DIA) (8168.55, 3280.41) RIM 986.50 NW 12" HDPE-S 980.82 SE 12" HDPE-S 980.92 SUMP - 978.82	YARD BASIN YB-234 (2' DIA) (7494.05, 3710.82) RIM 993.50 NW 12" HDPE 983.23 SUMP - 981.23	YARD BASIN YB-224 (4' DIA) (7410.92, 3353.97) RIM 992.20 NW 12" HDPE-S 986.31 SE 12" HDPE-S 986.41 SUMP - 984.31	
YARD BASIN YB-125 (2' DIA) (8114.51, 3288.52) RIM 987.50 NW 12" HDPE-S 981.47 SUMP - 979.47	YARD BASIN YB-112 (4' DIA) (8345.67, 3536.03) RIM 988.50 SE 12" HDPE-S 982.72 SW 12" RCP 981.72 SUMP - 980.72	YARD BASIN YB-225 (4' DIA) (7284.97, 3421.70) RIM 992.20 NW 12" HDPE-S 986.91 SUMP - 984.91	
FLARED END SECTION FES-300 (8984.07, 3124.97) SE 48" HDPE-S 970.42	YARD BASIN YB-113 (4' DIA) (8232.22, 3554.93) RIM 988.50 NW 12" HDPE-S 983.12 SE 12" HDPE-S 984.12 SUMP 981.12	STORM MANHOLE MH-204 (4' DIA) (7714.71, 3013.04) RIM 996.80 SW 12" HDPE-S 985.57 NE 12" HDPE-S 984.57	
STORM CATCH BASIN CB-131 (4' DIA) (8468.07, 3067.99) RIM 986.39 NE 36" HDPE-S 976.61 SW 26" RCP 976.71 SUMP - 974.61	YARD BASIN YB-114 (4' DIA) (8124.76, 3573.34) RIM 989.50 NW 12" HDPE-S 984.50 SE 12" HDPE-S 984.60 SUMP - 982.50		



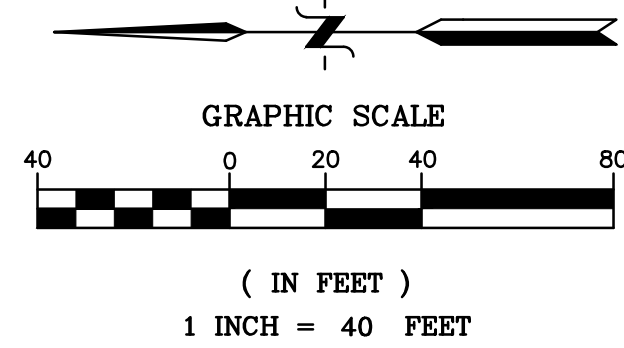
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DRAFT: O.M.						
CHECK: WMP						

**SUMMERFIELD  
POINTE ESTATES**

**EXISTING & PROPOSED  
UTILITY STRUCTURE  
INVENTORY**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699	SCALE: NOT TO SCALE	PROJECT No.: 214159 DWG NAME: 4159 UT	ISSUED: <b>OCT. 25, 2022</b>
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**UT7**



**LEGEND**

- = MISC. STRUCTURE (AS LABELED)
  - = BOLLARD
  - = SIGN
  - = LIGHT BASE
  - = STREET LIGHT
  - = OVERHEAD TRAFFIC SIGNAL
  - = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATY BOX, MAIL BOX)
  - = AIR CONDITIONER UNIT
  - = UTILITY MANHOLE (AS LABELED)
  - = UTILITY POLE W/GUY WIRE
  - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = DECIDUOUS TREE W/DENIFIER
  - = CONIFEROUS TREE W/DENIFIER
  - = DECIDUOUS SHRUB
  - = EXISTING TREE DRIP LINE
  - = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
  - = GUARD RAIL
  - = EDGE OF GRAVEL
  - = CONCRETE CURB (UNLESS OTHERWISE STATED)
  - = SANITARY SEWER MANHOLE W/DENIFIER
  - = SANITARY SEWER PIPE
  - = CLEAN OUT
  - = STORM WATER MANHOLE W/DENIFIER
  - = CATCH BASIN W/DENIFIER
  - = FLARED END SECTION
  - = STORM WATER DRAINAGE PIPE
  - = HYDRANT
  - = WATER SHUT OFF
  - = WATER VALVE
  - = WATER MAIN BOX
  - = WATER MAIN
  - = GAS SHUT OFF
  - = U/G GAS
  - = SPOT ELEVATION
  - = 1' CONTOUR
  - = 5' CONTOUR
  - = EXISTING LIGHT POLE
  - = PROPOSED LIGHT POLE
  - = PROPOSED SANITARY SEWER
  - = PROPOSED WATER MAIN
  - = PROPOSED STORM SEWER
  - = PROPOSED STORM STRUCTURES
  - = PROPOSED CURB AND GUTTER
  - = PROPOSED CONCRETE WALK
  - = PROPOSED STANDARD DUTY BITUMINOUS PAVEMENT
- B/C= BACK OF CURB  
E/M= EDGE OF METAL  
T/P= TOP OF PAVEMENT  
T/C= TOP OF CONCRETE  
T/W= TOP OF WALK  
GND= GROUND

**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPEAT NO. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. ELEVATION = 991.29 (NAVD 88) SITE ADJUSTED TO NAHD 88 (-0.50) FROM PLATTED ELEVATION. REF: FIELD BOOK 1483, PG. 34 POINT #201

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48E FEET EAST OF LAWSON DRIVE. ELEVATION = 992.14 (PLATTED) REF: FIELD BOOK 1483, PG. 34 POINT #201

BENCHMARK #204 (PRIMARY)  
SPRINKLER IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88) REF: FIELD BOOK 1483, PG. 34 POINT #204

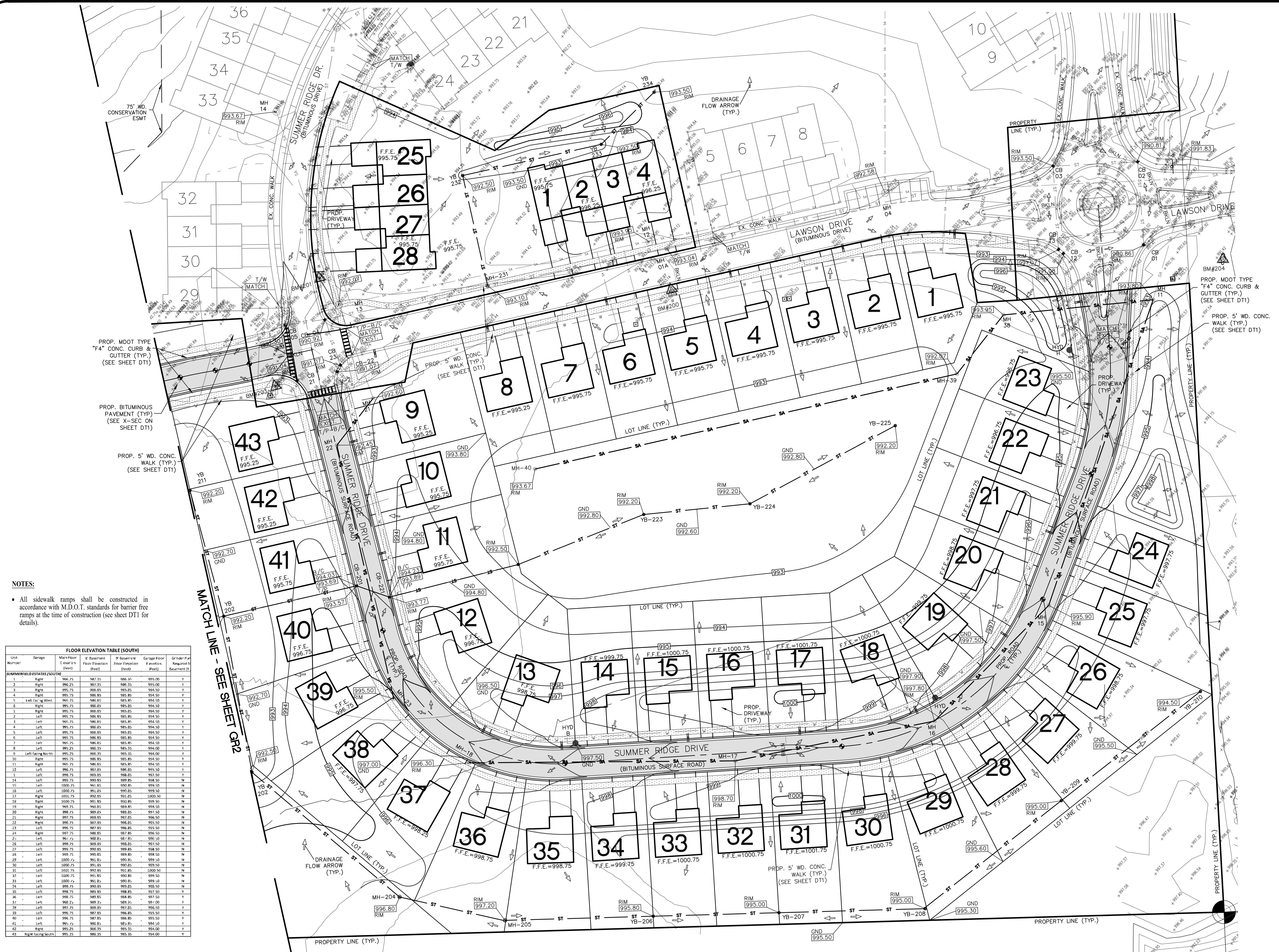
BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33E FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.88 (NAVD 88) REF: FIELD BOOK 1483, PG. 34 POINT #203

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37E FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) REF: FIELD BOOK 1483, PG. 34 POINT #200

**811**  
Know what's below.  
Call before you dig.

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**DESIGN INC.**  
(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLEEVY DRIVE  
BRIGHTON, MICHIGAN 48114



**NOTES:**

- All sidewalk ramps shall be constructed in accordance with M.D.O.T. standards for barrier free ramps at the time of construction (see sheet DT1 for details).

Lot Number	Garage	Floor Elevation (ft)	Basement Floor Elevation (ft)	Basement Floor Elevation (ft)	Basement Floor Elevation (ft)	Basement Floor Elevation (ft)	Basement Floor Elevation (ft)
1	Right	995.75	985.35	985.35	985.35	985.35	985.35
2	Right	995.75	985.35	985.35	985.35	985.35	985.35
3	Right	995.75	985.35	985.35	985.35	985.35	985.35
4	Right	995.75	985.35	985.35	985.35	985.35	985.35
5	Left (w/ W/W)	995.75	985.35	985.35	985.35	985.35	985.35
6	Right	995.75	985.35	985.35	985.35	985.35	985.35
7	Left	995.75	985.35	985.35	985.35	985.35	985.35
8	Left	995.75	985.35	985.35	985.35	985.35	985.35
9	Left	995.75	985.35	985.35	985.35	985.35	985.35
10	Left	995.75	985.35	985.35	985.35	985.35	985.35
11	Left	995.75	985.35	985.35	985.35	985.35	985.35
12	Left	995.75	985.35	985.35	985.35	985.35	985.35
13	Left	995.75	985.35	985.35	985.35	985.35	985.35
14	Left	995.75	985.35	985.35	985.35	985.35	985.35
15	Left	995.75	985.35	985.35	985.35	985.35	985.35
16	Left	995.75	985.35	985.35	985.35	985.35	985.35
17	Left	995.75	985.35	985.35	985.35	985.35	985.35
18	Left	995.75	985.35	985.35	985.35	985.35	985.35
19	Left	995.75	985.35	985.35	985.35	985.35	985.35
20	Left	995.75	985.35	985.35	985.35	985.35	985.35
21	Left	995.75	985.35	985.35	985.35	985.35	985.35
22	Left	995.75	985.35	985.35	985.35	985.35	985.35
23	Left	995.75	985.35	985.35	985.35	985.35	985.35
24	Left	995.75	985.35	985.35	985.35	985.35	985.35
25	Left	995.75	985.35	985.35	985.35	985.35	985.35
26	Left	995.75	985.35	985.35	985.35	985.35	985.35
27	Left	995.75	985.35	985.35	985.35	985.35	985.35
28	Left	995.75	985.35	985.35	985.35	985.35	985.35
29	Left	995.75	985.35	985.35	985.35	985.35	985.35
30	Left	995.75	985.35	985.35	985.35	985.35	985.35
31	Left	995.75	985.35	985.35	985.35	985.35	985.35
32	Left	995.75	985.35	985.35	985.35	985.35	985.35
33	Left	995.75	985.35	985.35	985.35	985.35	985.35
34	Left	995.75	985.35	985.35	985.35	985.35	985.35
35	Left	995.75	985.35	985.35	985.35	985.35	985.35
36	Left	995.75	985.35	985.35	985.35	985.35	985.35
37	Left	995.75	985.35	985.35	985.35	985.35	985.35
38	Left	995.75	985.35	985.35	985.35	985.35	985.35
39	Left	995.75	985.35	985.35	985.35	985.35	985.35
40	Left	995.75	985.35	985.35	985.35	985.35	985.35
41	Left	995.75	985.35	985.35	985.35	985.35	985.35
42	Left	995.75	985.35	985.35	985.35	985.35	985.35
43	Right (Facing South)	995.75	985.35	985.35	985.35	985.35	985.35

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: OM						
CHECK: FAF						

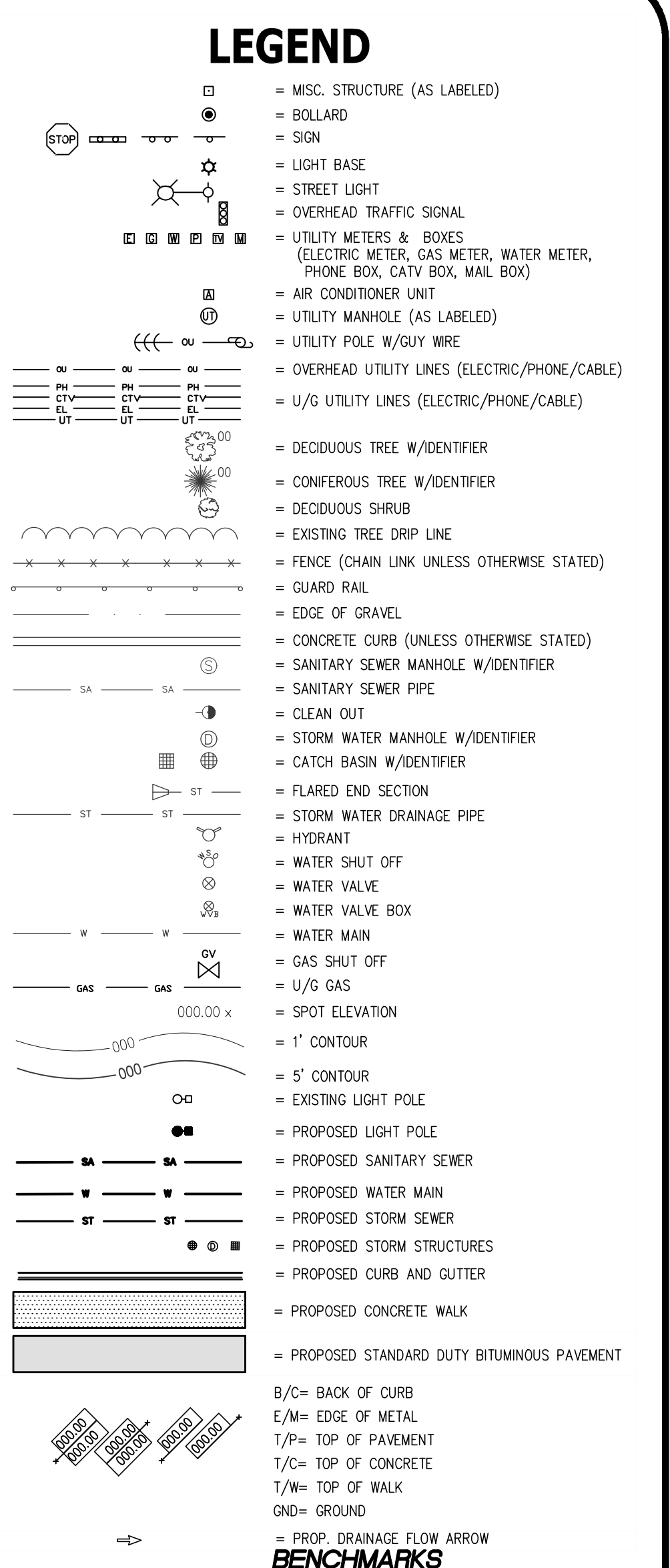
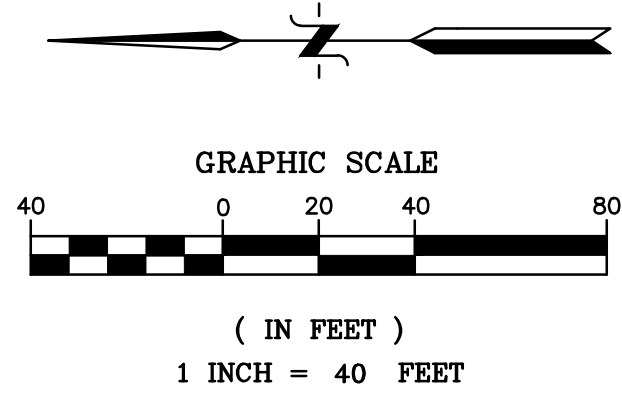
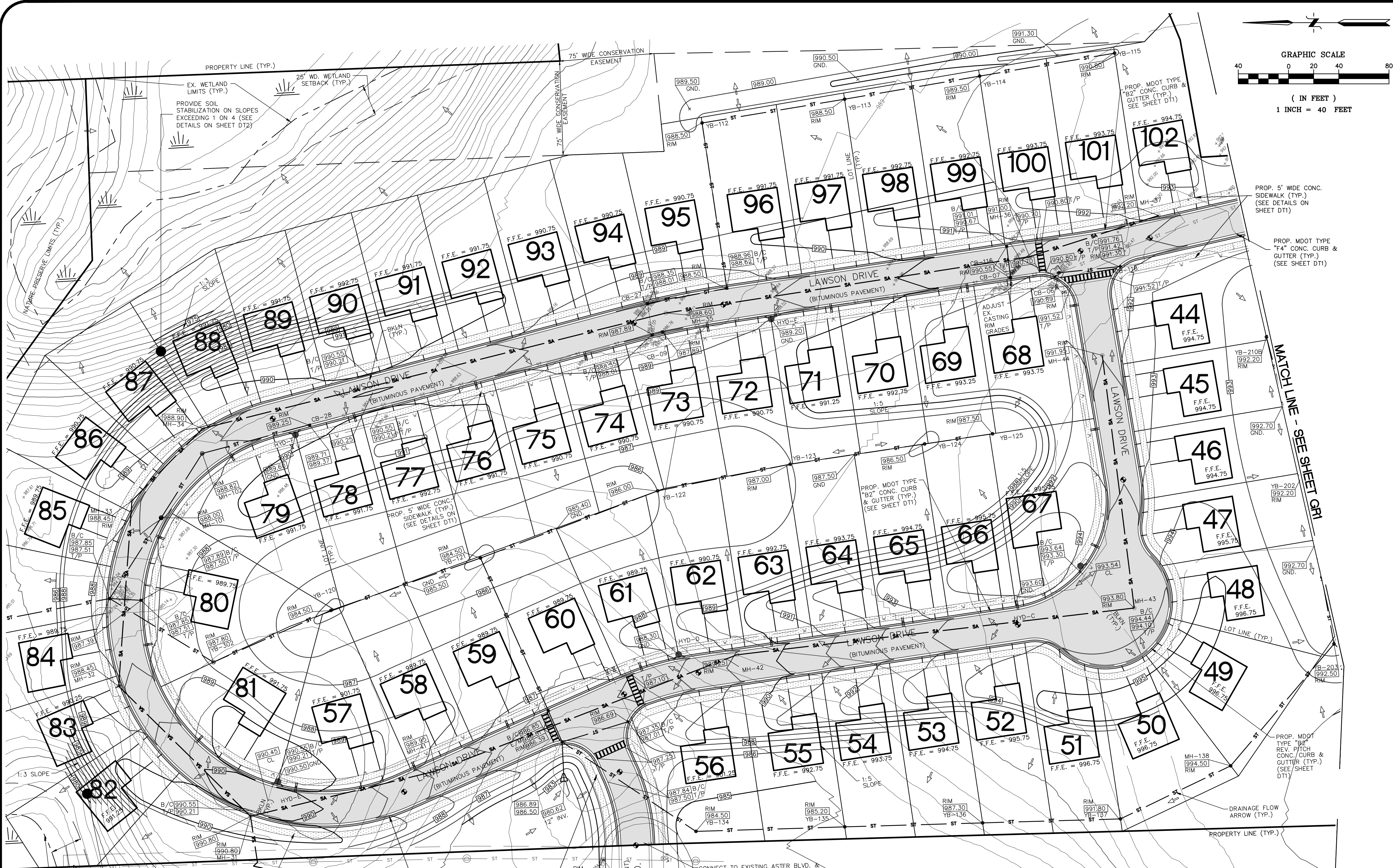
**SUMMERFIELD POINTE ESTATES**

**GRADING PLAN (SOUTH)**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD.  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 GR  
ISSUED: OCT. 25, 2022

**GR1**



**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS SHOWN ON REVISION 2 OF "SUMMERFIELD POINTE" LANSING COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 285. DATUM REFERS TO "U.S.C.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

BENCHMARK #201  
CENTRING OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 488 FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)  
REF: FIELD BOOK 1483, PG. 34  
POINT #201

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)  
REF: FIELD BOOK 1483, PG. 34  
POINT #204

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 336 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)  
REF: POINT #203

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377.8 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)  
REF: FIELD BOOK 1483, PG. 34  
POINT #200

**NOTES:**

- All sidewalk ramps shall be constructed in accordance with M.D.O.T. standards for barrier free ramps at the time of construction.
- See sheet U16 of plans for proposed Floor Elevation Table

Unit Number	Garage	Main Floor Elevation (feet)	1st Basement Floor Elevation (feet)	2nd Basement Floor Elevation (feet)	Garage Floor Elevation (feet)	Grinder/Ramp Required (Statement)
44	Left	994.75	985.85	985.85	992.50	N
45	Left	994.75	985.85	985.85	992.50	N
46	Left	994.75	985.85	985.85	992.50	N
47	Left	994.75	985.85	985.85	992.50	N
48	Left	994.75	985.85	985.85	992.50	N
49	Left	994.75	985.85	985.85	992.50	N
50	Left	994.75	985.85	985.85	992.50	N
51	Left	994.75	985.85	985.85	992.50	N
52	Left	994.75	985.85	985.85	992.50	N
53	Left	994.75	985.85	985.85	992.50	N
54	Left	994.75	985.85	985.85	992.50	N
55	Left	994.75	985.85	985.85	992.50	N
56	Left	994.75	985.85	985.85	992.50	N
57	Left	994.75	985.85	985.85	992.50	N
58	Left	994.75	985.85	985.85	992.50	N
59	Left	994.75	985.85	985.85	992.50	N
60	Left	994.75	985.85	985.85	992.50	N
61	Left	994.75	985.85	985.85	992.50	N
62	Left	994.75	985.85	985.85	992.50	N
63	Left	994.75	985.85	985.85	992.50	N
64	Left	994.75	985.85	985.85	992.50	N
65	Left	994.75	985.85	985.85	992.50	N
66	Left	994.75	985.85	985.85	992.50	N
67	Left	994.75	985.85	985.85	992.50	N
68	Left	994.75	985.85	985.85	992.50	N
69	Left	994.75	985.85	985.85	992.50	N
70	Left	994.75	985.85	985.85	992.50	N
71	Left	994.75	985.85	985.85	992.50	N
72	Left	994.75	985.85	985.85	992.50	N
73	Left	994.75	985.85	985.85	992.50	N
74	Left	994.75	985.85	985.85	992.50	N
75	Left	994.75	985.85	985.85	992.50	N
76	Left	994.75	985.85	985.85	992.50	N
77	Left	994.75	985.85	985.85	992.50	N
78	Left	994.75	985.85	985.85	992.50	N
79	Left	994.75	985.85	985.85	992.50	N
80	Left	994.75	985.85	985.85	992.50	N
81	Left	994.75	985.85	985.85	992.50	N
82	Left	994.75	985.85	985.85	992.50	N
83	Left	994.75	985.85	985.85	992.50	N
84	Left	994.75	985.85	985.85	992.50	N
85	Left	994.75	985.85	985.85	992.50	N
86	Left	994.75	985.85	985.85	992.50	N
87	Left	994.75	985.85	985.85	992.50	N
88	Left	994.75	985.85	985.85	992.50	N
89	Left	994.75	985.85	985.85	992.50	N
90	Left	994.75	985.85	985.85	992.50	N
91	Left	994.75	985.85	985.85	992.50	N
92	Left	994.75	985.85	985.85	992.50	N
93	Left	994.75	985.85	985.85	992.50	N
94	Left	994.75	985.85	985.85	992.50	N
95	Left	994.75	985.85	985.85	992.50	N
96	Left	994.75	985.85	985.85	992.50	N
97	Left	994.75	985.85	985.85	992.50	N
98	Left	994.75	985.85	985.85	992.50	N
99	Left	994.75	985.85	985.85	992.50	N
100	Left	994.75	985.85	985.85	992.50	N
101	Left	994.75	985.85	985.85	992.50	N
102	Left	994.75	985.85	985.85	992.50	N

Unit Number	Garage	Main Floor Elevation (feet)	1st Basement Floor Elevation (feet)	2nd Basement Floor Elevation (feet)	Garage Floor Elevation (feet)	Grinder/Ramp Required (Statement)
44	Left	994.75	985.85	985.85	992.50	N
45	Left	994.75	985.85	985.85	992.50	N
46	Left	994.75	985.85	985.85	992.50	N
47	Left	994.75	985.85	985.85	992.50	N
48	Left	994.75	985.85	985.85	992.50	N
49	Left	994.75	985.85	985.85	992.50	N
50	Left	994.75	985.85	985.85	992.50	N
51	Left	994.75	985.85	985.85	992.50	N
52	Left	994.75	985.85	985.85	992.50	N
53	Left	994.75	985.85	985.85	992.50	N
54	Left	994.75	985.85	985.85	992.50	N
55	Left	994.75	985.85	985.85	992.50	N
56	Left	994.75	985.85	985.85	992.50	N
57	Left	994.75	985.85	985.85	992.50	N
58	Left	994.75	985.85	985.85	992.50	N
59	Left	994.75	985.85	985.85	992.50	N
60	Left	994.75	985.85	985.85	992.50	N
61	Left	994.75	985.85	985.85	992.50	N
62	Left	994.75	985.85	985.85	992.50	N
63	Left	994.75	985.85	985.85	992.50	N
64	Left	994.75	985.85	985.85	992.50	N
65	Left	994.75	985.85	985.85	992.50	N
66	Left	994.75	985.85	985.85	992.50	N
67	Left	994.75	985.85	985.85	992.50	N
68	Left	994.75	985.85	985.85	992.50	N
69	Left	994.75	985.85	985.85	992.50	N
70	Left	994.75	985.85	985.85	992.50	N
71	Left	994.75	985.85	985.85	992.50	N
72	Left	994.75	985.85	985.85	992.50	N
73	Left	994.75	985.85	985.85	992.50	N
74	Left	994.75	985.85	985.85	992.50	N
75	Left	994.75	985.85	985.85	992.50	N
76	Left	994.75	985.85	985.85	992.50	N
77	Left	994.75	985.85	985.85	992.50	N
78	Left	994.75	985.85	985.85	992.50	N
79	Left	994.75	985.85	985.85	992.50	N
80	Left	994.75	985.85	985.85	992.50	N
81	Left	994.75	985.85	985.85	992.50	N
82	Left	994.75	985.85	985.85	992.50	N
83	Left	994.75	985.85	985.85	992.50	N
84	Left	994.75	985.85	985.85	992.50	N
85	Left	994.75	985.85	985.85	992.50	N
86	Left	994.75	985.85	985.85	992.50	N
87	Left	994.75	985.85	985.85	992.50	N
88	Left	994.75	985.85	985.85	992.50	N
89	Left	994.75	985.85	985.85	992.50	N
90	Left	994.75	985.85	985.85	992.50	N
91	Left	994.75	985.85	985.85	992.50	N
92	Left	994.75	985.85	985.85	992.50	N
93	Left	994.75	985.85	985.85	992.50	N
94	Left	994.75	985.85	985.85	992.50	N
95	Left	994.75	985.85	985.85	992.50	N
96	Left	994.75	985.85	985.85	992.50	N
97	Left	994.75	985.85	985.85	992.50	N
98	Left	994.75	985.85	985.85	992.50	N
99	Left	994.75	985.85	985.85	992.50	N
100	Left	994.75	985.85	985.85	992.50	N
101	Left	994.75	985.85	985.85	992.50	N
102	Left	994.75	985.85	985.85	992.50	N

Unit Number	Garage	Main Floor Elevation (feet)	1st Basement Floor Elevation (feet)	2nd Basement Floor Elevation (feet)	Garage Floor Elevation (feet)	Grinder/Ramp Required (Statement)
44	Left	994.75	985.85	985.85	992.50	N
45	Left	994.75	985.85	985.85	992.50	N
46	Left	994.75	985.85	985.85	992.50	N
47	Left	994.75	985.85	985.85	992.50	N
48	Left	994.75	985.85	985.85	992.50	N
49	Left	994.75	985.85	985.85	992.50	N
50	Left	994.75	985.85	985.85	992.50	N
51	Left	994.75	985.85	985.85	992.50	N
52	Left	994.75	985.85	985.85	992.50	N
53	Left	994.75	985.85	985.85	992.50	N
54	Left	994.75	985.85	985.85	992.50	N
55	Left	994.75	985.85	985.85	992.50	N
56	Left	994.75	985.85	985.85	992.50	N
57	Left	994.75	985.85	985.85	992.50	N
58	Left	994.75	985.85	985.85	992.50	N
59	Left	994.75	985.85	985.85	992.50	N
60	Left	994.75	985.85	985.85	992.50	N
61	Left	994.75	985.85	985.85	992.50	N
62	Left	994.75	985.85	985.85	992.50	N
63	Left	994.75	985.85	985.85	992.50	N
64	Left	994.75	985.85	985.85	992.50	N
65	Left	994.75	985.85	985.85	992.50	N
66	Left	994.75	985.85	985.85	992.50	N
67	Left	994.75	985.85	985.85	992.50	N
68	Left	994.75	985.85	985.85	992.50	N
69	Left	994.75	985.85	985.85	992.50	N
70	Left	994.75	985.85	985.85	992.50	N
71	Left	994.75	985.85	985.85	992.50	N
72	Left	994.75	985.85	985.85	992.50	N
73	Left	994.75	985.85	985.85	992.50	N
74	Left	994.75	985.85	985.85	992.50	N
75	Left	994.75	985.85	985.85	992.50	N
76	Left	994.75	985.85	985.85	992.50	N
77	Left	994.75	985.85	985.85	992.50	N
78	Left	994.75	985.85	985.85	992.50	N
79	Left	994.75	985.85	985.85	992.50	N
80	Left	994.75	985.85	985.85	992.50	N
81	Left	994.75	985.85	985.85	992.50	N
82	Left	994.75	985.85	985.85	992.50	N
83	Left	994.75	985.85	985.85	992.50	N
84	Left	994.75	985.85	985.85	992.50	N
85	Left	994.75	985.85	985.85	992.50	N
86	Left	994.75	985.85	985.85	992.50	N
87	Left	994.75	985.85	985.85	992.50	N
88	Left	994.75	985.85	985.85	992.50	N
89	Left	994.75	985.85	985.85	992.50	N
90	Left	994.75	985.85	985.85	992.50	N
91	Left	994.75	985.85	985.85	992.5	

**SUMMERFIELD POINTE ESTATES P.U.D.**

Project: Summerfield Pointe  
 Location: Genoa Township, Livingston County, MI  
 Date: 10/24/2022

PROPOSED STORM WATER RUN-OFF CALCULATIONS						
"Area"	Pavement	Gravel	Building	Lawn	Water	"C" Factor
CB-01	0.47	0.00	0.00	0.31	0.00	0.78
CB-02	0.03	0.00	0.00	0.02	0.00	0.05
CB-02B	0.04	0.00	0.00	0.04	0.00	0.09
CB-03	0.34	0.00	0.07	0.18	0.00	0.59
MH-03A	0.00	0.00	0.42	0.00	0.00	0.40
CB-04	0.34	0.00	0.00	0.26	0.00	0.62
CB-05	0.28	0.00	0.14	0.00	0.00	0.52
CB-06	0.13	0.00	0.00	0.03	0.00	0.16
CB-07	0.03	0.00	0.00	0.01	0.00	0.04
CB-08	0.17	0.00	0.00	0.15	0.00	0.32
CB-09	0.14	0.00	0.00	0.12	0.00	0.26
CB-12	0.40	0.00	0.00	0.25	0.00	0.65
CB-13	0.31	0.00	0.00	0.12	0.00	0.43
CB-14	0.41	0.00	0.35	0.80	0.00	0.56
CB-15	0.39	0.00	0.28	0.21	0.00	0.88
CB-16	0.32	0.00	0.14	0.76	0.00	0.22
CB-17	0.32	0.00	0.28	0.19	0.00	0.79
CB-21	0.17	0.00	0.00	0.15	0.00	0.32
CB-22	0.14	0.00	0.00	0.08	0.00	0.22
CB-23	0.17	0.00	0.00	0.21	0.00	0.38
CB-27	0.23	0.00	0.15	0.15	0.00	0.53
CB-109	0.21	0.00	0.09	0.07	0.00	0.37
CB-101	0.14	0.00	0.15	0.09	0.00	0.38
CB-111	0.14	0.00	0.00	0.10	0.00	0.24
YB-112	0.00	0.00	0.06	0.27	0.00	0.33
YB-113	0.00	0.00	0.06	0.22	0.00	0.28
YB-114	0.00	0.00	0.06	0.24	0.00	0.30
YB-115	0.00	0.00	0.06	0.19	0.00	0.25
YB-116	0.00	0.00	0.06	0.13	0.00	0.28
YB-118	0.29	0.00	0.00	0.28	0.00	0.55
YB-120	0.00	0.00	0.18	0.63	0.00	0.61
YB-121	0.00	0.00	0.15	0.82	0.00	0.77
YB-122	0.00	0.00	0.08	0.40	0.00	0.46
YB-123	0.00	0.00	0.06	0.28	0.00	0.34
YB-124	0.00	0.00	0.12	0.34	0.00	0.46
YB-125	0.00	0.00	0.06	0.21	0.00	0.27
CB-131	0.40	0.00	0.00	0.39	0.00	0.79
CB-132	0.14	0.00	0.00	0.03	0.00	0.17
FES-132B	0.01	0.00	0.00	0.22	0.00	0.23
CB-133	0.35	0.00	0.00	0.21	0.00	0.56
YB-134	0.00	0.00	0.03	0.14	0.00	0.17
YB-135	0.00	0.00	0.06	0.20	0.00	0.26
YB-136	0.00	0.00	0.06	0.24	0.00	0.30
YB-137	0.00	0.00	0.06	0.29	0.00	0.35
CB-160	0.27	0.00	0.00	0.15	0.00	0.42
CB-201	0.31	0.00	0.00	0.25	0.00	0.56
YB-202	0.00	0.00	0.15	0.41	0.00	0.56
YB-203	0.00	0.00	0.18	1.15	0.00	1.33
YB-208	0.00	0.00	0.06	0.18	0.00	0.24
YB-207	0.00	0.00	0.02	0.00	0.00	0.29
YB-208	0.00	0.00	0.06	0.29	0.00	0.35
YB-209	0.00	0.00	0.06	0.60	0.00	0.66
YB-210	0.00	0.00	0.06	0.38	0.00	0.45
YB-215B	0.00	0.00	0.12	0.32	0.00	0.44
CB-221	0.27	0.00	0.00	0.22	0.00	0.49
YB-222	0.00	0.00	0.12	0.83	0.00	1.07
YB-223	0.00	0.00	0.12	0.70	0.00	0.82
YB-224	0.00	0.00	0.09	0.51	0.00	0.60
YB-225	0.00	0.00	0.24	0.88	0.00	1.20
YB-232	0.00	0.00	0.12	0.31	0.00	0.43
YB-233	0.00	0.00	0.06	0.19	0.00	0.25
YB-234	0.00	0.00	0.03	0.10	0.00	0.13
FOREBAY	0.00	0.00	0.00	0.85	0.14	0.99
Basin	0.00	0.00	0.00	2.04	0.53	2.57

TOTAL AREA = 33.54  
 RUN-OFF COEFFICIENT = 0.52

EXISTING NATURE PRESERVE DEDICATED TO GENOA TOWNSHIP PURSUANT TO THE SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT DATED: APRIL 19, 2002.

**LEGEND**

- = PROPERTY LINE
- - - = EX. EDGE OF PAVEMENT
- - - = EX. SANITARY SEWER
- - - = EX. STORM SEWER
- - - = EX. WATERMAIN
- - - = EX. EASEMENT LINE
- - - = APPROX. WETLAND LINE
- - - = PROP. EDGE OF PAVEMENT
- - - = PROP. CENTERLINE OF ROAD
- - - = PROP. DRAINAGE AREA
- - - = PROP. LIMITS OF DISTURBANCE

**BENCHMARKS**

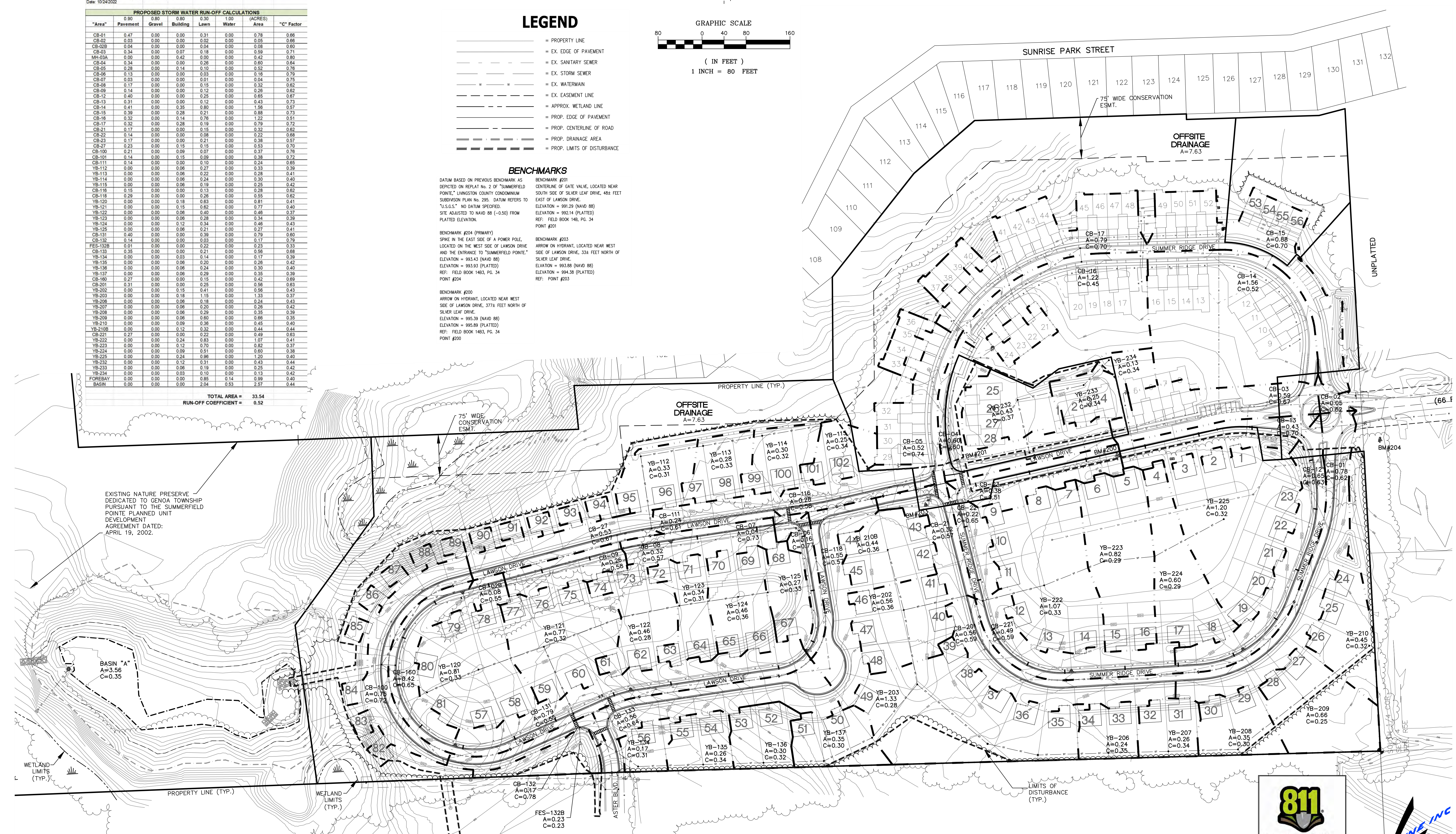
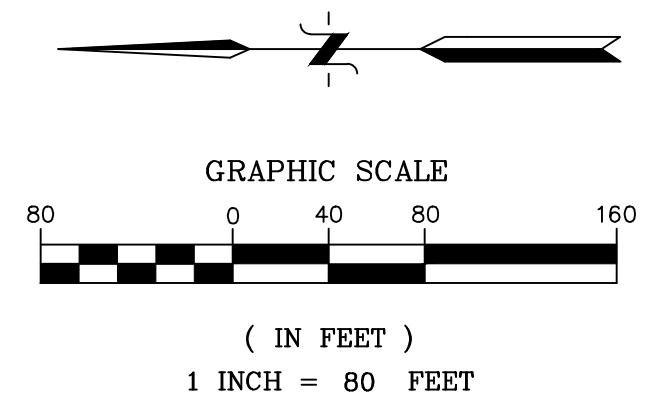
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

BENCHMARK #201  
 CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET EAST OF LAWSON DRIVE.  
 ELEVATION = 991.29 (NAVD 88)  
 ELEVATION = 992.14 (PLATTED)  
 REF: FIELD BOOK 146, PG. 34  
 POINT #201

BENCHMARK #204 (PRIMARY)  
 SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE," SILVER LEAF DRIVE, 33+ FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 993.43 (NAVD 88)  
 ELEVATION = 993.93 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #204

BENCHMARK #203  
 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33+ FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 995.39 (NAVD 88)  
 ELEVATION = 995.89 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #203

BENCHMARK #200  
 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37+ FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 995.39 (NAVD 88)  
 ELEVATION = 995.89 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #200



TOTAL AREA OF DISTURBANCE = 23.0 AC.

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 OR VISIT CALL811.COM

**DESIGNLINE**  
 (810) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: OM						
CHECK: WMP						

**SUMMERFIELD POINTE ESTATES**

**WATERSHED PLAN**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
 3696 SLEETH RD.  
 COMMERCE TOWNSHIP, MICHIGAN 48382  
 248-684-1699

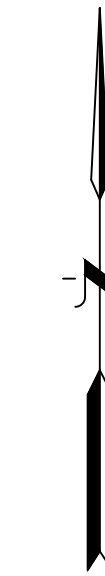
SCALE: 1in. = 80ft.  
 PROJECT No.: 214159  
 DWG NAME: 4159 WS  
 ISSUED: OCT. 25, 2022

**WS1**



**MAP LEGEND**

- Area of Interest (AOI)**
  - Area of Interest (AOI)
- Soils**
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features**
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography
- Other**
  - Spoil Area
  - Stony Spot
  - Very Stony Spot
  - Wet Spot
  - Other
  - Special Line Features



**Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	6.1	3.5%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.0%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.2	6.6%
Ho	Houghton muck, 0 to 1 percent slopes	4.5	2.7%
MoB	Wawasee loam, 2 to 6 percent slopes	70.9	41.5%
MoC	Wawasee loam, 6 to 12 percent slopes	23.6	13.8%
MoD	Miami loam, 12 to 18 percent slopes	5.8	3.4%
MoE	Miami loam, 18 to 25 percent slopes	11.9	7.0%
MoF	Miami loam, 25 to 35 percent slopes	13.1	7.6%
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes	6.7	3.9%
W	Water	13.7	8.0%
<b>Totals for Area of Interest</b>		<b>171.0</b>	<b>100.0%</b>

**EXISTING SOILS MAP**  
NOT TO SCALE

EXISTING SUMMERFIELD POINTE CONDOMINIUM AREA

AREA "B" #4711-04-400-015

AREA "C" #4711-04-400-016

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2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: OM						
CHECK: WMP						

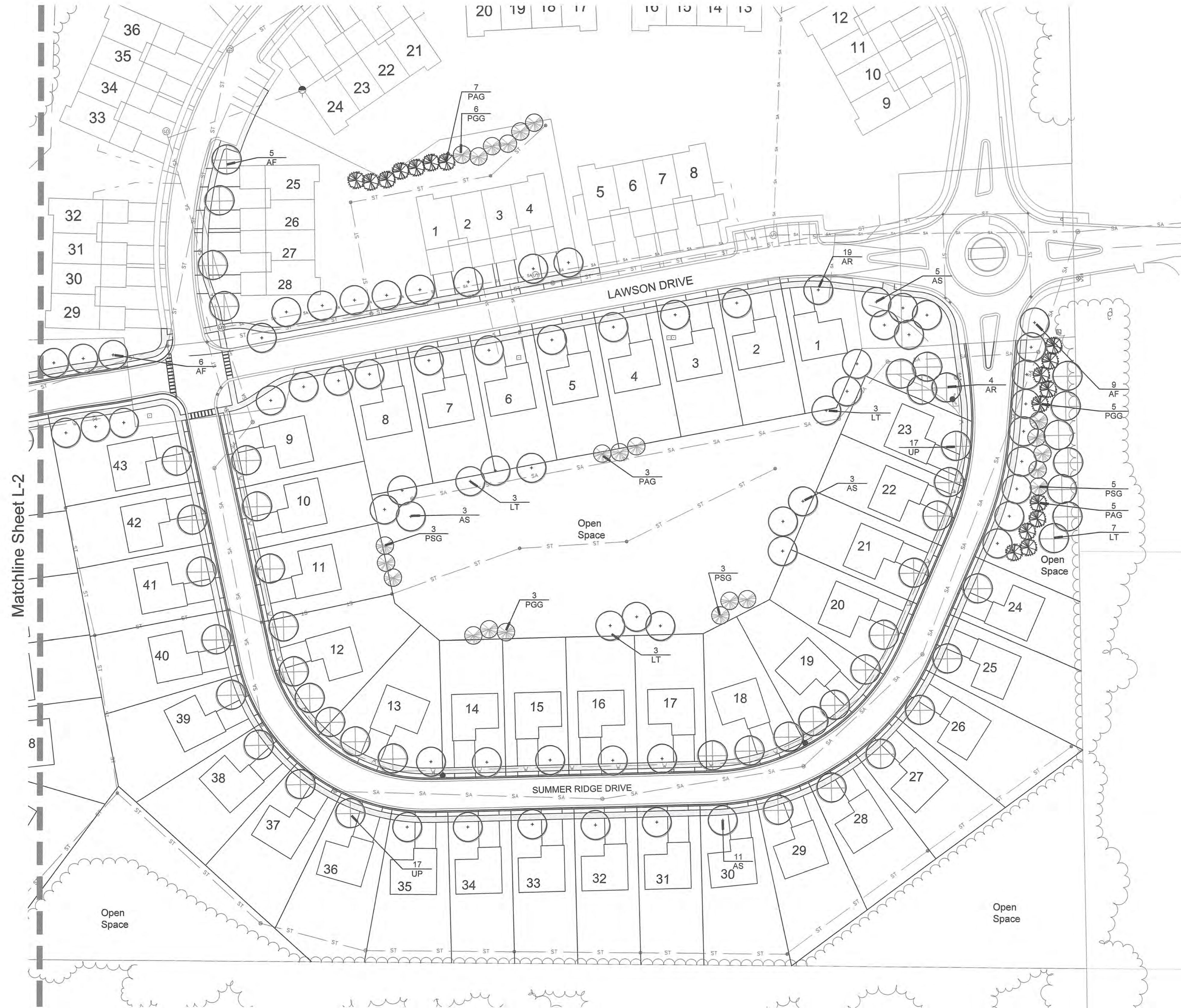
**SUMMERFIELD POINTE ESTATES**

**EXISTING SOILS MAP**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD,  
COMMERCE TOWNSHIP, MICHIGAN 48382  
248-684-1699

SCALE: NOT TO SCALE  
PROJECT No.: 214159  
DWG NAME: 4159 WS2  
ISSUED: OCT. 25, 2022

**WS2**



Seal:



Title:

**Landscape Plan**

Project:

**Summerfield Point Estates  
 Genoa Township, Michigan**

Prepared for:

Healy Homes, LLC  
 3696 Sleeth Road  
 Commerce Township, Michigan 48382

Revision:

Review

Issued:

October 5, 2022

Job Number:

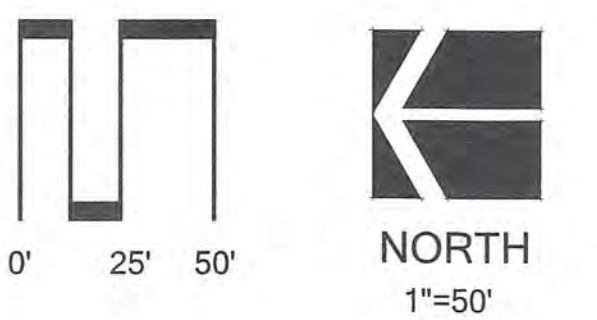
21-068

Drawn By:

jca

Checked By:

jca



**Landscape Summary**

Street Trees - Attached Units Shown	8 Units
Street Trees Required	16 Trees (2 per Unit)
Street Trees Provided	16 Trees Provided
Street Trees - Lots	
Lots Shown	102 Lots
Street Trees Required	204 Trees (102 x 2)
Street Trees Provided	216 Trees

**Plant List - This Sheet**

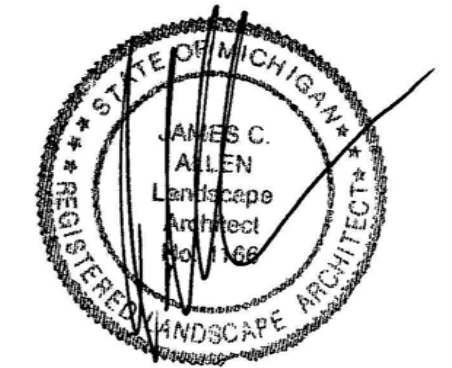
sym.	qty.	botanical name	common name	caliper	spacing	root	height
<b>Street Trees</b>							
AF	39	Acer x. freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	as shown	B&B	
AR	34	Acer rubrum 'October Glory'	October Glory Red Maple	2.5"	as shown	B&B	
AS	28	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5"	as shown	B&B	
LT	19	Liriodendron tulipifera	Tulip Tree	2.5"	as shown	B&B	
UP	34	Ulmus 'Pioneer'	Pioneer Elm	2.5"	as shown	B&B	
	124	Trees Provided					
<b>General Plantings</b>							
PAG	15	Picea abies	Norway Spruce		as shown	B&B	6'
PGG	14	Picea glauca var. densata	Black Hills Spruce		as shown	B&B	6'
PSG	11	Pinus strobus	White Pine		as shown	B&B	6'



Sheet No.

**L-1**





Seal: \_\_\_\_\_

Title:  
**Landscape Details**

Project: \_\_\_\_\_

**Summerfield Point Estates**  
Genoa Township, Michigan

Prepared for: \_\_\_\_\_

Healy Homes, LLC  
3696 Sleeth Road  
Commerce Township, Michigan 48382

Revision: \_\_\_\_\_ Issued: \_\_\_\_\_

Revision \_\_\_\_\_ Issued: October 5, 2022

Job Number: \_\_\_\_\_

21-068

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

jca jca

Sheet No. \_\_\_\_\_

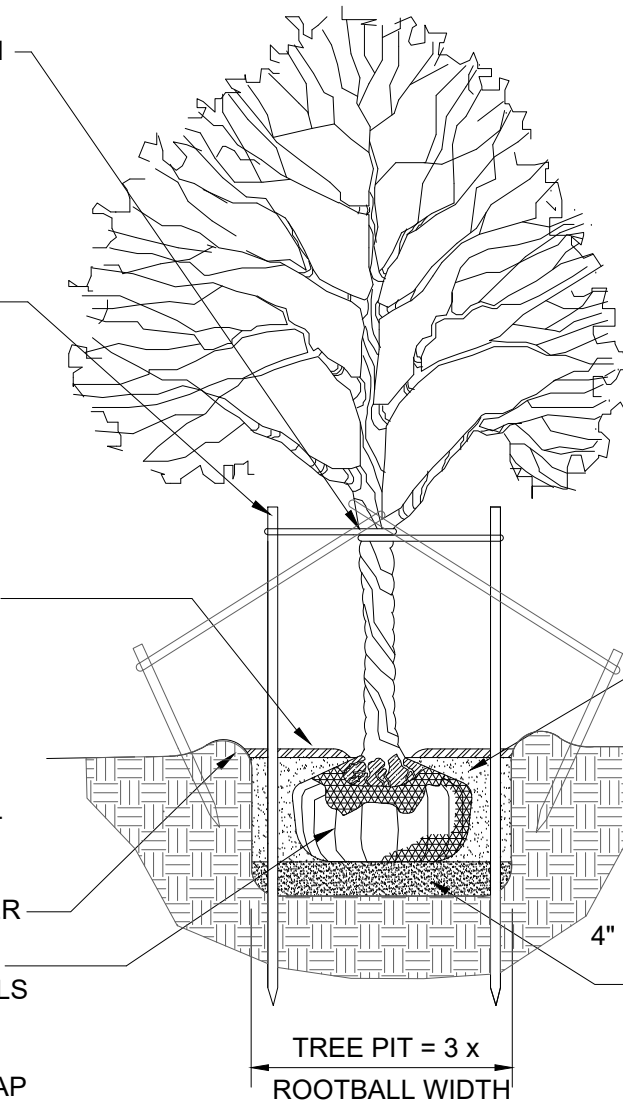
NOTE:  
GUY DECIDUOUS TREES ABOVE 3" CAL. STAKE DECIDUOUS TREES BELOW 3" CAL.

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 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.

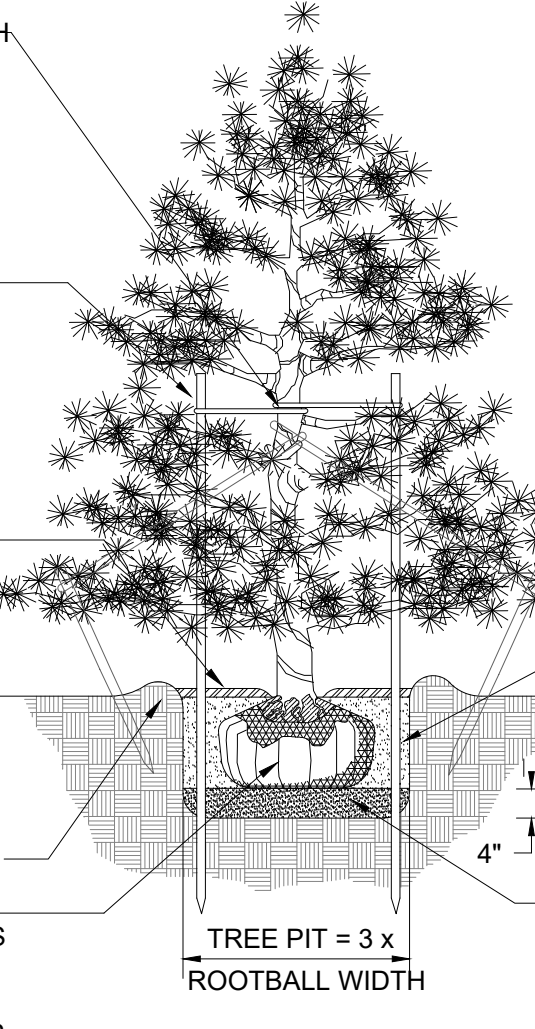
NOTE:  
GUY EVERGREEN TREES ABOVE 12' HEIGHT. STAKE EVERGREEN TREE BELOW 12' HEIGHT.

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.

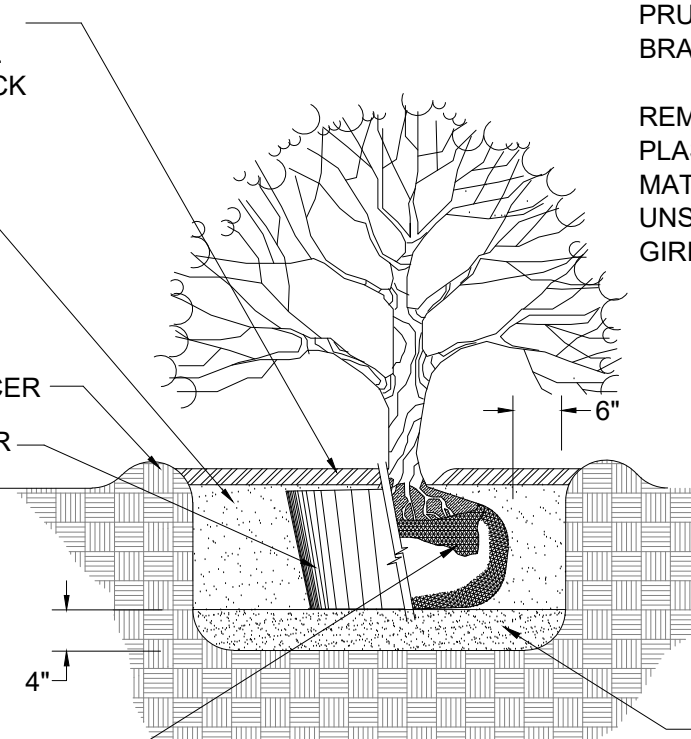
PLANTING MIXTURE: AMEND SOILS PER SITE CONDITIONS AND REQUIREMENTS OF THE PLANT MATERIAL.

SCARIFY SUBGRADE AND PLANTING PIT SIDES. RECOMPACT BASE OF TO 4" DEPTH.

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 1/2 OF THE ROOTBALL.



PRUNE ONLY DEAD OR BROKEN BRANCHES.

REMOVE ALL TAGS, STRING, PLASTICS AND OTHER MATERIALS THAT ARE UNSIGHTLY OR COULD CAUSE GIRDLING.

SCARIFY SUBGRADE AND PLANTING PIT SIDES. RECOMPACT BASE OF TO 4" DEPTH.

**DECIDUOUS TREE PLANTING DETAIL**

Not to scale

**EVERGREEN TREE PLANTING DETAIL**

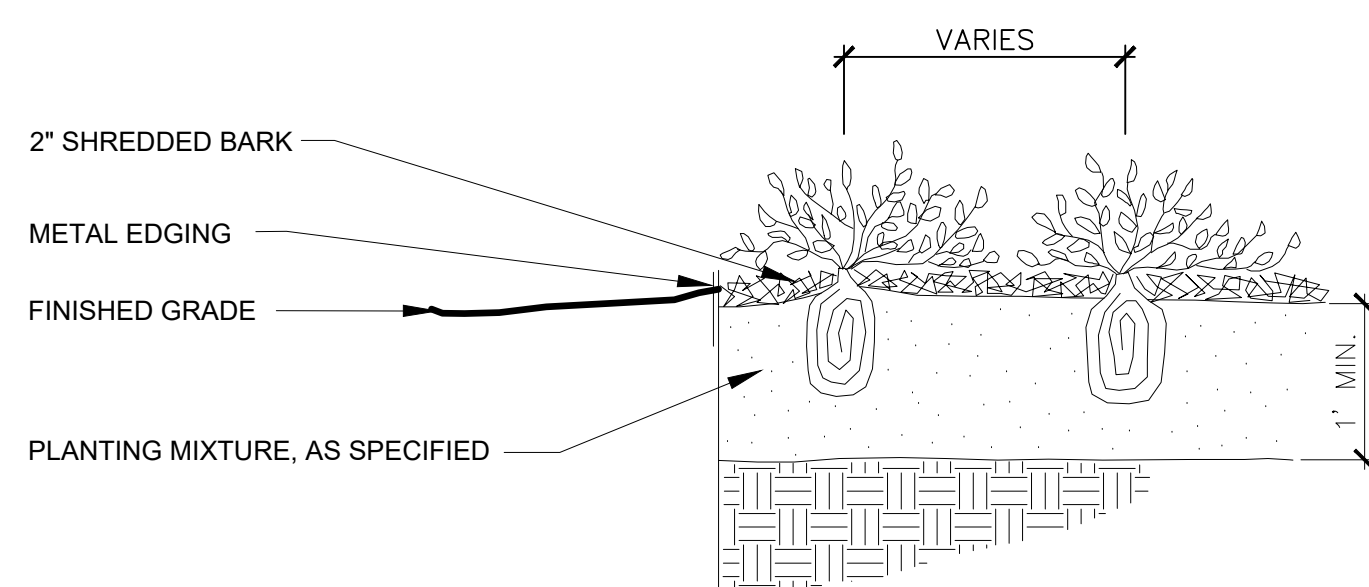
Not to scale

**SHRUB PLANTING DETAIL**

NOT TO SCALE

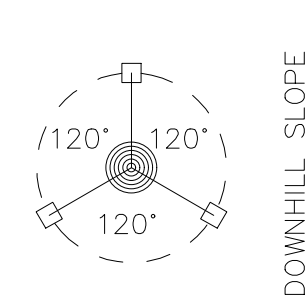
**LANDSCAPE NOTES**

- 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 in writing 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/Cheriadelpi" Kentucky Blue Grass grown in a sod nursery on loam soil.



**PERENNIAL PLANTING DETAIL**

Not to scale

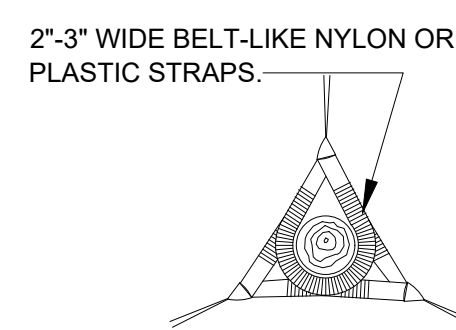


DOWNHILL SLOPE OR PREVAILING WIND

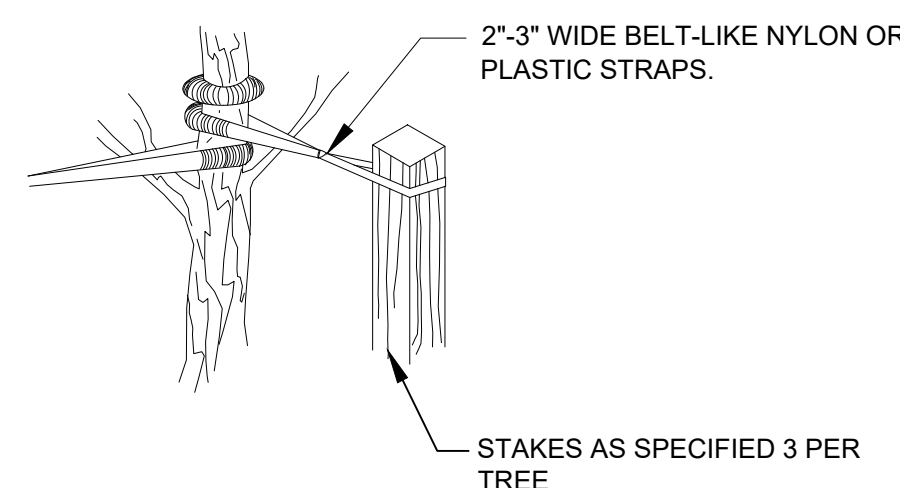
NOTE:  
ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA

**STAKING/GUYING LOCATION**



**GUYING DETAIL**

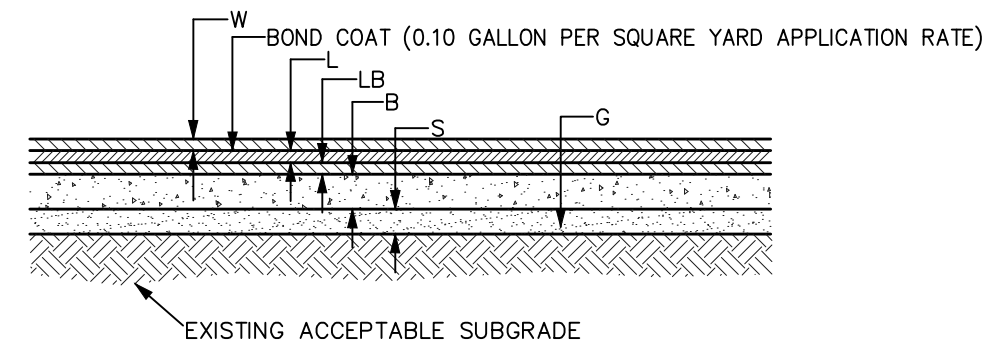


**STAKING DETAIL**

**TREE STAKING DETAIL**

Not to scale



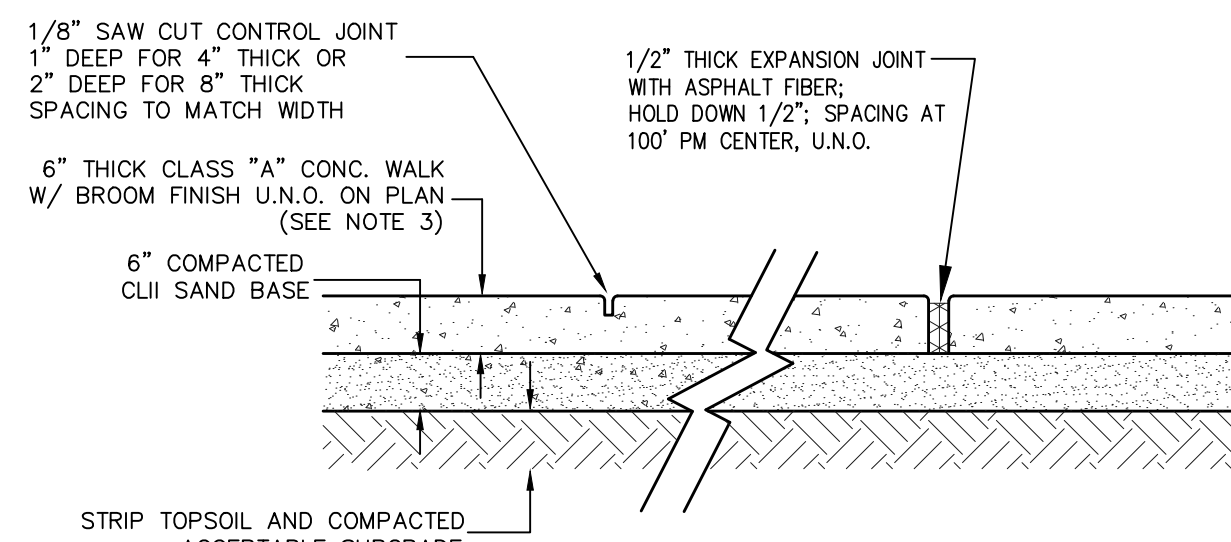


**LAWSON ROAD BITUMINOUS PAVEMENT CROSS SECTION**  
NOT TO SCALE

KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
W	WEARING COURSE	MDOT 5E3	1.5"
L	LEVELING COURSE	MDOT 4E3	1.5"
LB	LEVELING BASE COURSE	MDOT 3E3	N/A
B	AGGREGATE BASE	MDOT 22AA	8"
S	GRANULAR SUBBASE	MDOT CLASS II	6"
G	GEOGRID	N/A	N/A

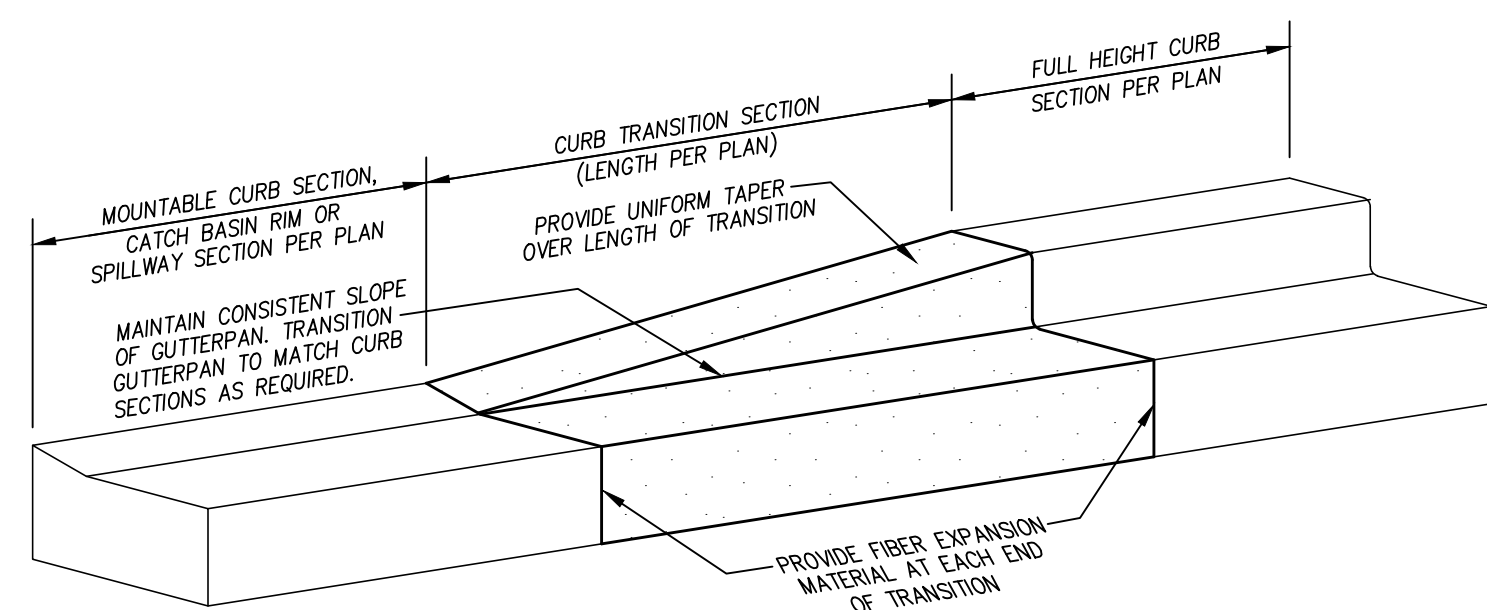
**PAVEMENT NOTES:**

- ABOVE CROSS SECTION APPLICABLE TO PROPOSED PRIVATE PAVEMENT WITHIN PROPOSED LAWSON DR. RIGHT OF WAY.
- THE RECOMMENDED PG BINDER FOR THIS REGION IS PG 64-28 BASED ON MDOTS HMA SELECTION GUIDELINES.
- UNSUITABLE SOILS SUCH AS MUCK, PEAT, MARL, TOPSOIL, SILT OR OTHER UNSTABLE MATERIALS SHALL BE UNDERCUT AND REPLACED WITH COMPACTED SAND SUBBASE.
- AREAS OF FILL SHALL BE CONSTRUCTED TO GRADE USING 6" THICK LIFTS OF COMPACTED SAND SUBBASE.



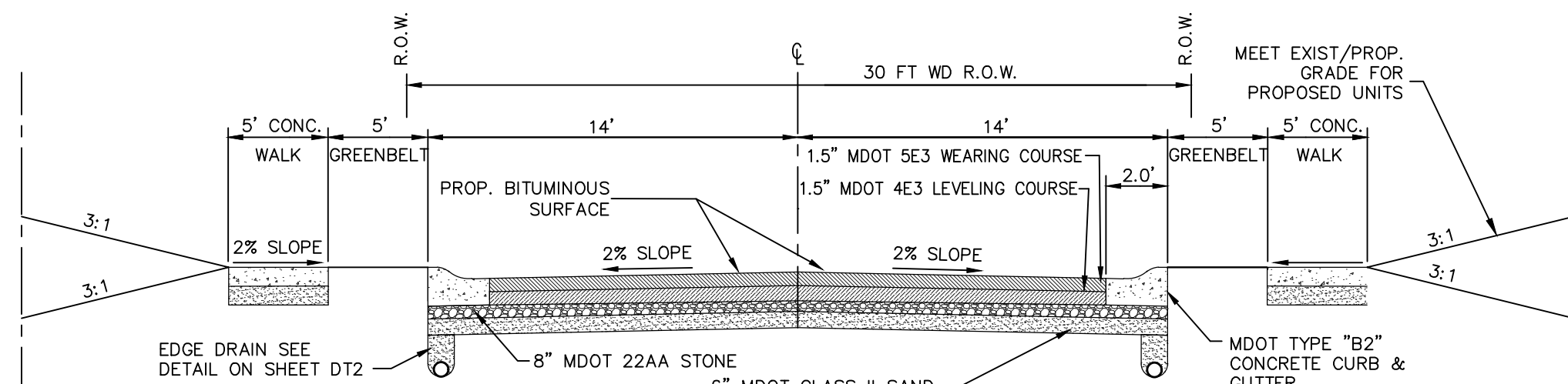
**SIDEWALK CROSS SECTION**  
NOT TO SCALE

- NOTES:
- SEE PLAN FOR WIDTH OF SIDEWALK.
  - PROVIDE CONCRETE TYPE PER LOCAL CODE. (3500 PSI AIR ENTRAINED)
  - 6" THICK CLASS "A" CONC. SHALL BE PROVIDED AT ALL DRIVEWAY ACCESS CROSSINGS.

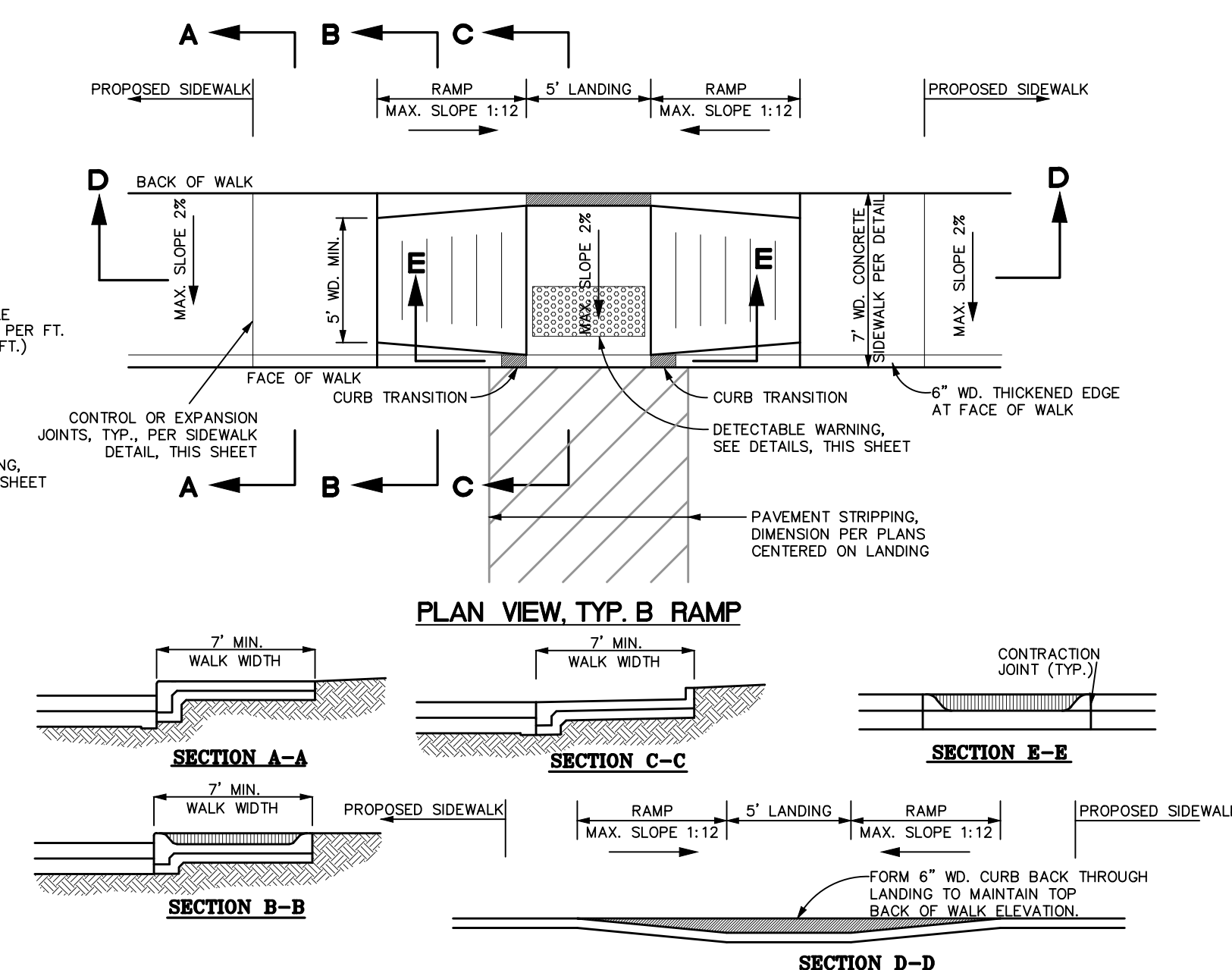
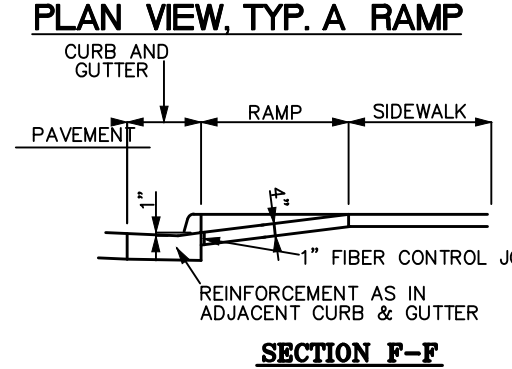
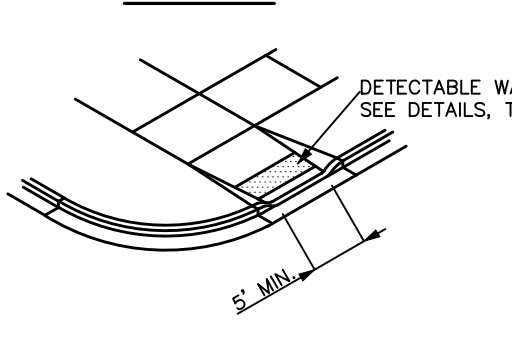
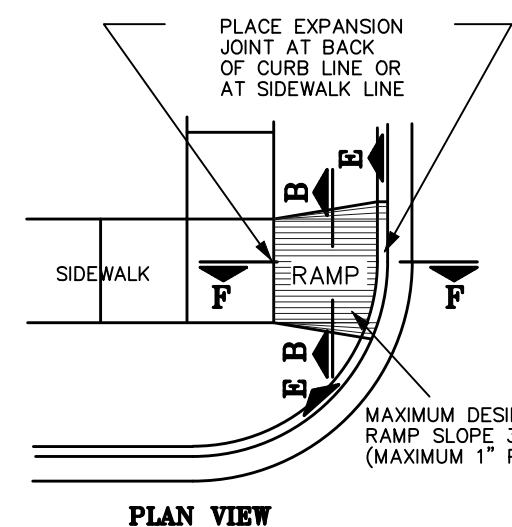


**CURB TRANSITION DETAIL**  
NOT TO SCALE

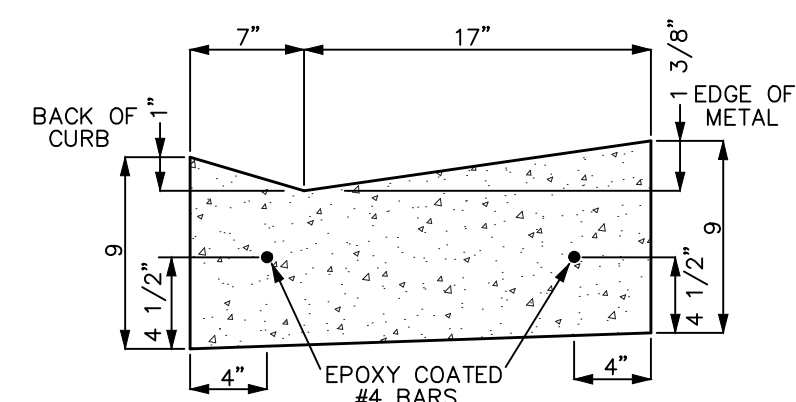
- NOTES:
- CURB TRANSITIONS SHALL BE SMOOTH. PROVIDE SPECIAL FORMING AND LABOR IF NEEDED. CURB TRANSITIONS ARE INCIDENTAL TO CURB WORK.
  - CONTRACTOR SHALL ADJUST THE ELEVATION OF THE TOP OF CURB AS NEEDED TO MAINTAIN THE GUTTER LINE AT A CONSTANT SLOPE BETWEEN THE DIFFERENT CURB CROSS SECTIONS.
  - WHEN PRESENT, THE CURB TRANSITION MAY BEGIN AT A CATCH BASIN OR PAVED SPILLWAY SECTION.



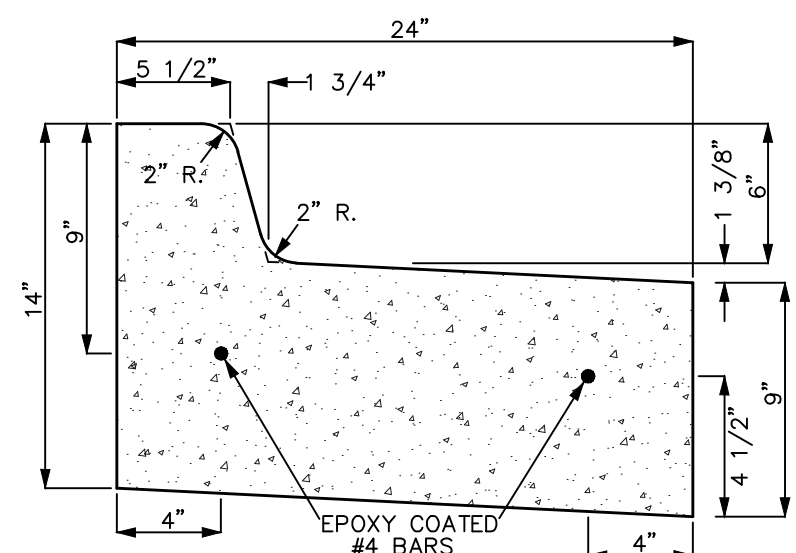
**TYPICAL CROSS SECTION FOR LAWSON DRIVE & SUMMER RIDGE DRIVE PRIVATE ROADS**  
NOT TO SCALE



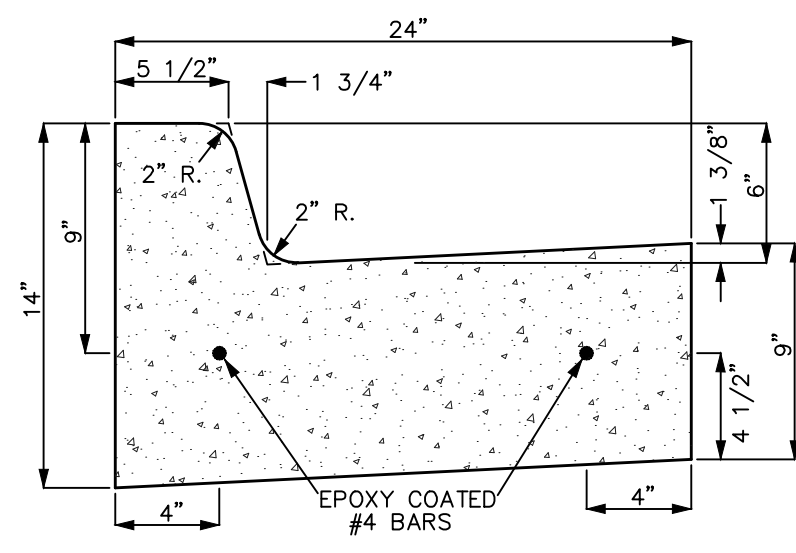
**BARRIER FREE RAMP DETAILS**  
NOT TO SCALE



**GUTTER PAN DETAIL FOR TYPE F4 CURB**  
NOT TO SCALE



**MDOT TYPE F4 CURB REVERSE PITCH**  
NOT TO SCALE



**MDOT TYPE F4 CURB**  
NOT TO SCALE

**DETECTABLE WARNING DETAILS**

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPs ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPs SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPs SHALL ALSO BE PROVIDED AT MARKED AND/OR STABILIZED WID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPs WITH A RUNNING SLOPE OF 5% DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE, NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL, AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.5% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPs TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPs. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURES. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2" ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE SIDEWALK CURB LINE, SHALL BE PROVIDED WHERE AN UNRESTRICTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**SIDEWALK RAMP AND DETECTABLE WARNING DETAILS**  
R-28-J  
12-11-2007  
SHEET 1 OF 1

**CONCRETE CURB NOTES:**

- Refer to the project plans for the proposed locations of the specific curb types.
- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the Private Road Construction Notes and/or Driveway and Parking Lot Construction Notes and the General Notes on the project plans for additional requirements.
- Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. Unless specified otherwise by the Local Municipality, concrete material shall be air-entrained and shall have a minimum 28-day compressive strength of 3500 psi. Contractor shall submit concrete mix design and aggregate mechanical analysis report to the Local Municipality and Engineer for review and approval prior to use.
- Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb with 1" minimum depth at 10' on center. Tool joints in fresh concrete or saw cut within 8 hours.
- Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb as follows: 300' maximum on center, at spring points of intersecting streets and within 10' on each side of catch basins. Transverse expansion control joints shall be 1" thick asphalt fiber joint filler matching entire curb cross section.
- Provide 0.5" asphalt fiber control joint between back of curb and all other concrete structures, such as concrete sidewalks and concrete driveways.
- Curb Contractor shall provide final adjustment of catch basin castings in curb line. Castings shall be tucked pointed to structure water tight with concrete or mortar inside and outside of casting.
- Install curb cuts for all existing and proposed sidewalks and pedestrian ramps in accordance with the American Disabilities Act and the Barrier Free Design requirements of the appropriate Local, County and/or State Agency. Install curb cuts for all existing and proposed vehicular ramps and drives as noted on the project plans.

- GENERAL NOTES:**
- Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
  - Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
  - Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
  - Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
  - Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
  - Contractor shall contact the MISS DIG locating system, or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
  - Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
  - The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation and observation with the appropriate Agency. Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
  - Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
  - During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
  - Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
  - Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
  - All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
  - Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
  - When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
  - Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
  - Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
  - Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: OM	1	10-25-22	REVISED PER REVIEW COMMENTS
CHECK: WMP			

REVISION #	DATE	REVISION-DESCRIPTION

SUMMERFIELD POINT ESTATES

SUMMERFIELD IMPROVEMENTS PAVEMENT NOTES & DETAILS

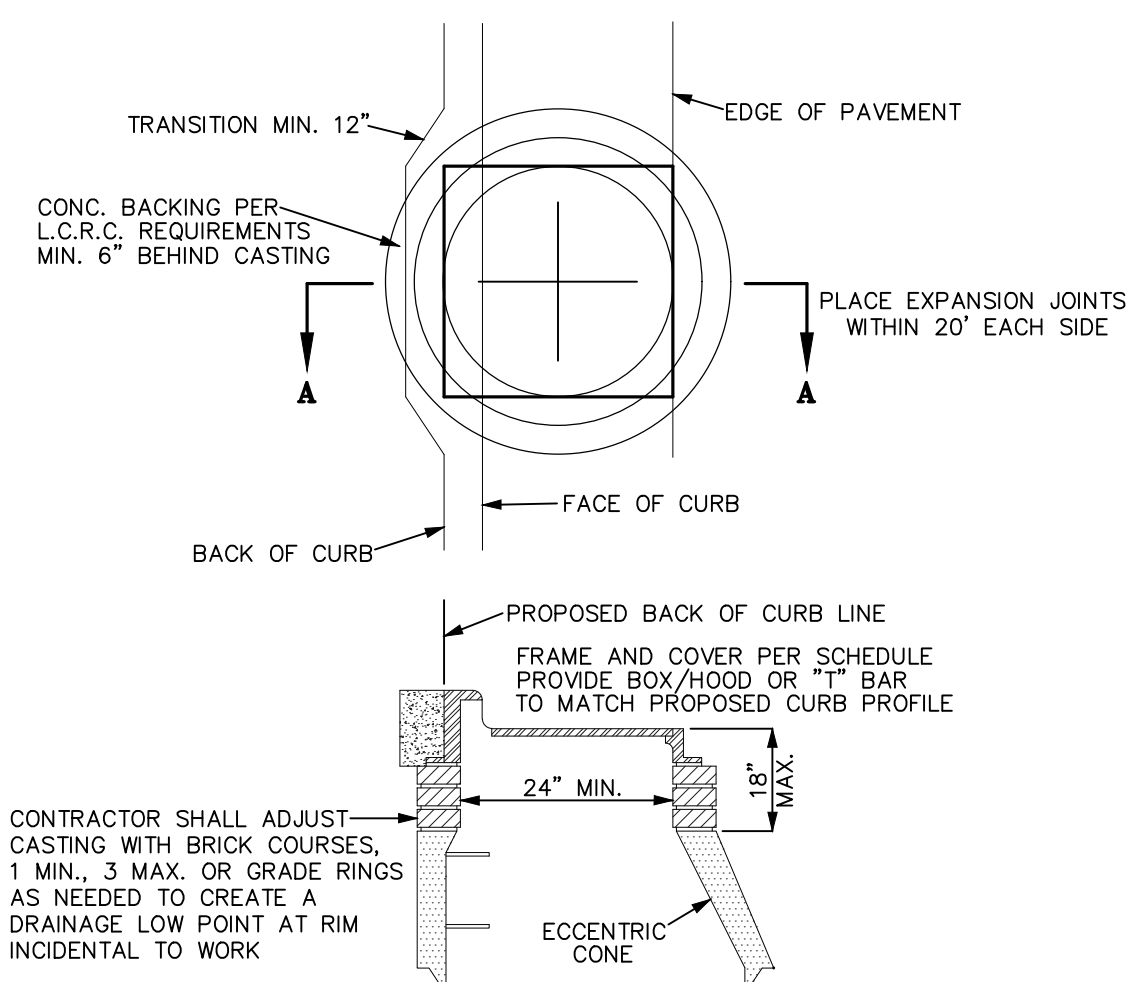
CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD, COMMERCE TOWNSHIP, MI 48382  
(248) 684-1699

SCALE: AS NOTED  
PROJECT NO.: 214159  
DWG NAME: 4159 DT  
ISSUED: OCT. 25, 2022

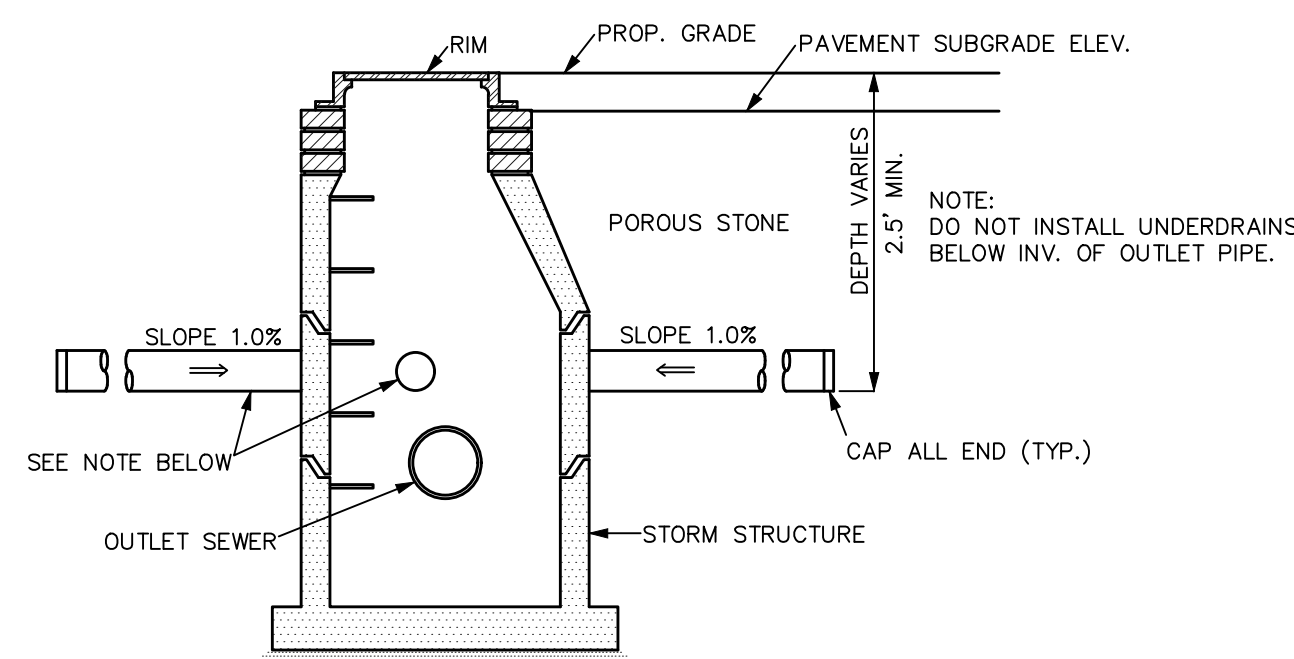
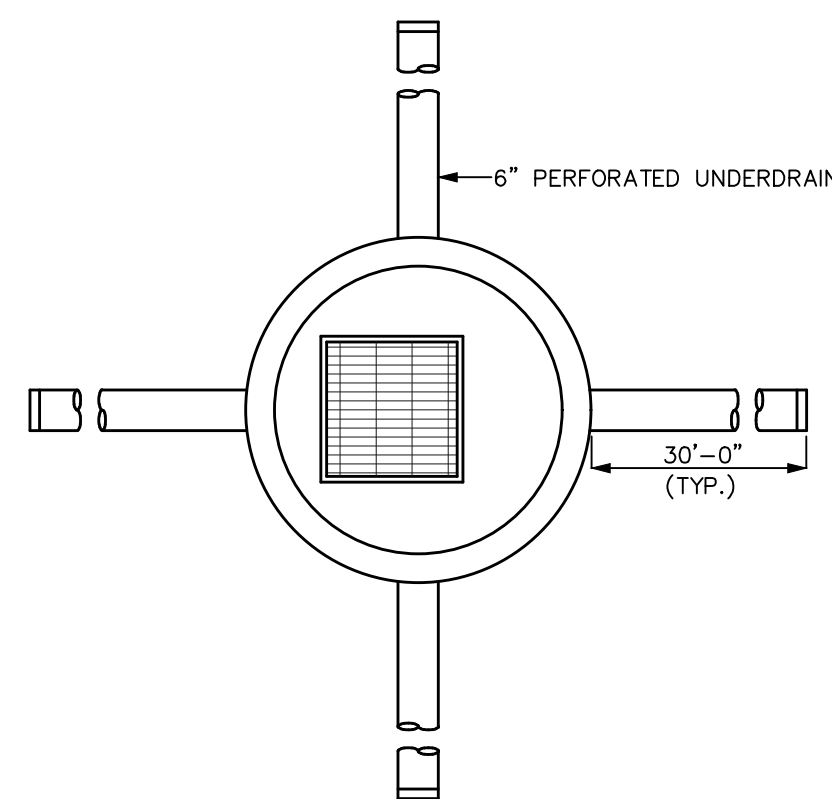
811 Know what's below. Call before you dig.  
3 WORKING DAYS BEFORE YOU DIG  
CALL 811 OR 1-800-482-7171 (TOLL-FREE)  
OR VISIT CALL811.COM

DESIGN INC. (810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

**DT1**



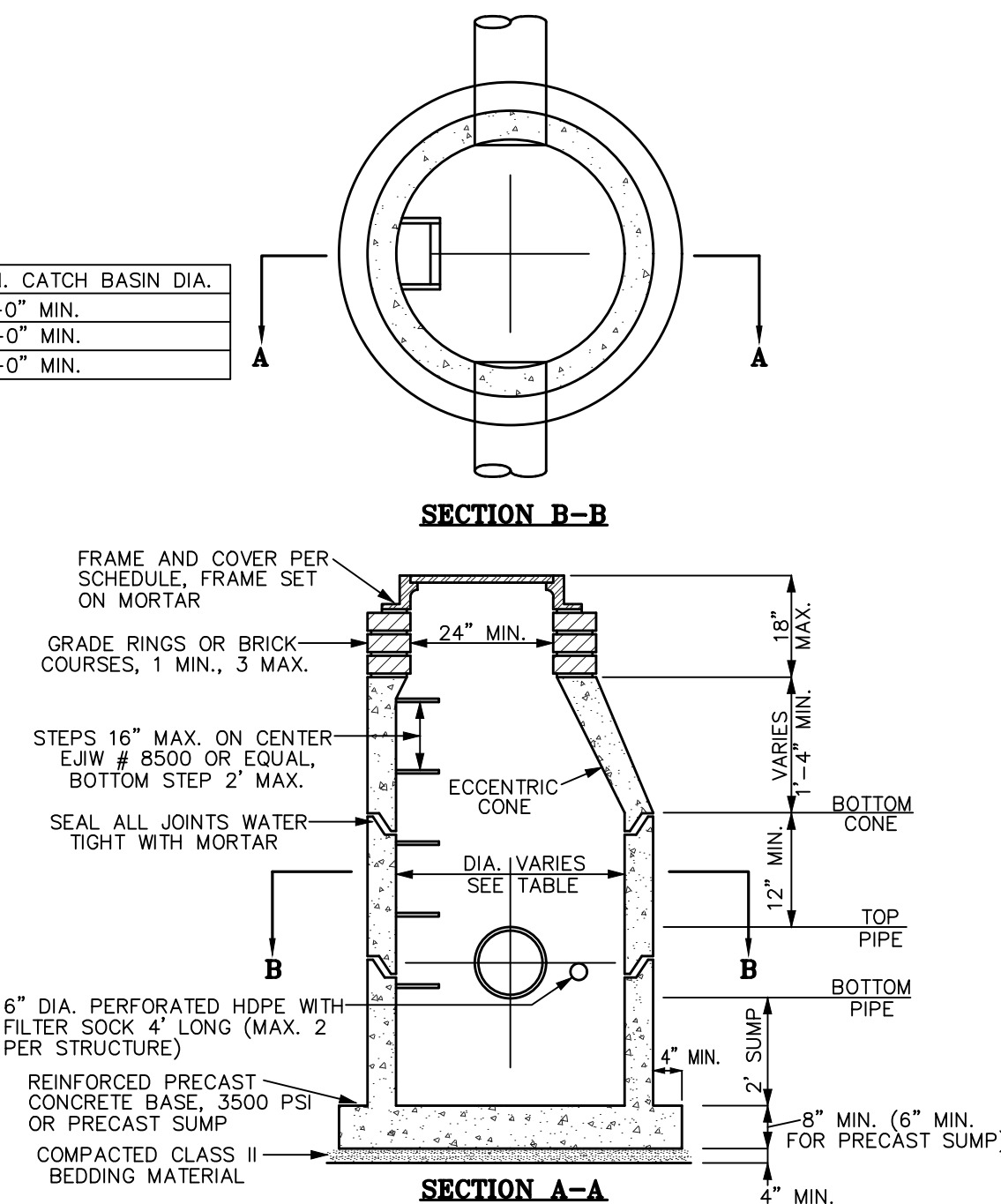
**CURB LINE CASTING DETAIL**  
NOT TO SCALE



**UNDER DRAIN CONNECTION DETAIL**  
NOT TO SCALE

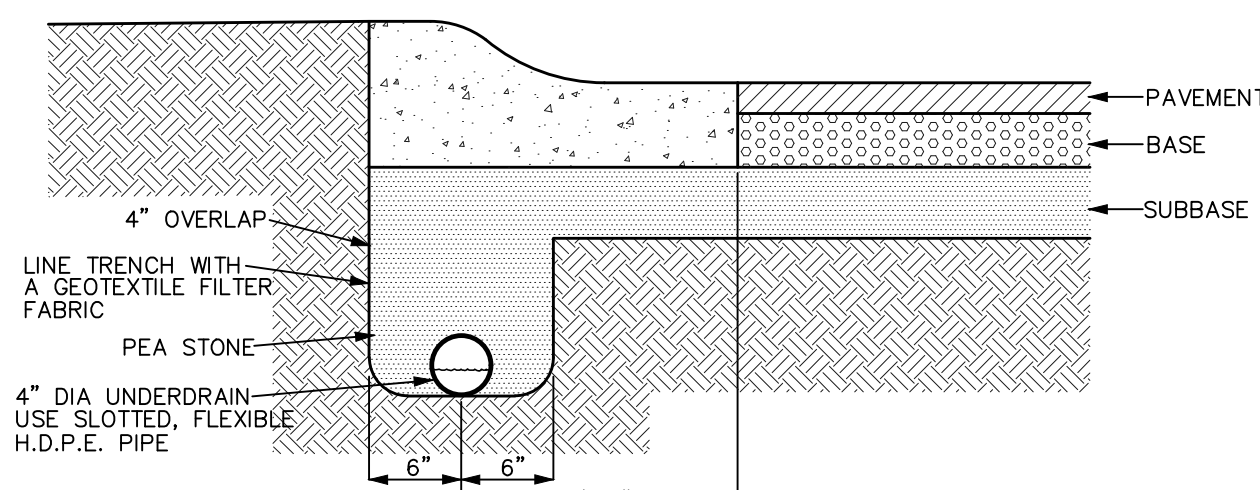
**UNDERDRAIN NOTES:**  
FINGER DRAIN TO BE 6" DIA. PERFORATED PLASTIC PIPE LAID AT 1.0% SLOPE WITH UPSTREAM ENDS PLUGGED. POROUS STONE (PEA STONE) SHALL EXTEND FROM 4" BELOW UNDERDRAIN TO THE UNDERSIDE OF PAVEMENT SUBGRADE FOR THE LENGTH OF THE UNDERDRAIN. PROTECT ALL FROM HEAVY TRAFFIC AFTER INSTALLATION.

PIPE SIZE	MIN. CATCH BASIN DIA.
12"-24"	4'-0" MIN.
24"-36"	5'-0" MIN.
42"-48"	6'-0" MIN.



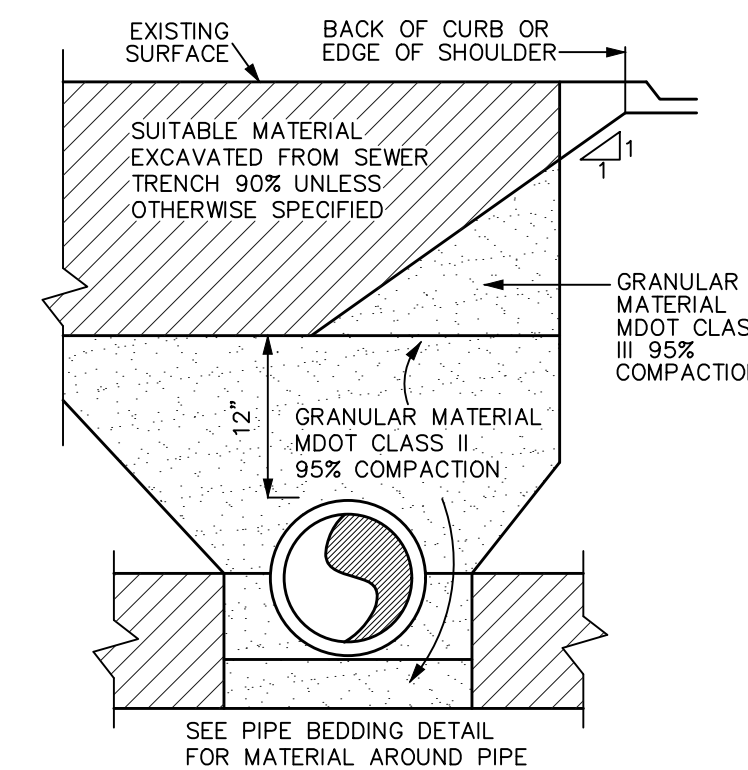
**CATCH BASIN**  
NOT TO SCALE

- NOTES:**
- FURNISH LARGER STRUCTURE DIAMETER AS NEEDED TO MAINTAIN 6" MIN. CLEAR BETWEEN PIPE OPENINGS.
  - FURNISH LOW PROFILE STRUCTURE ONLY WHEN NECESSARY TO MAINTAIN PROPER CLEARANCE ABOVE PIPES.



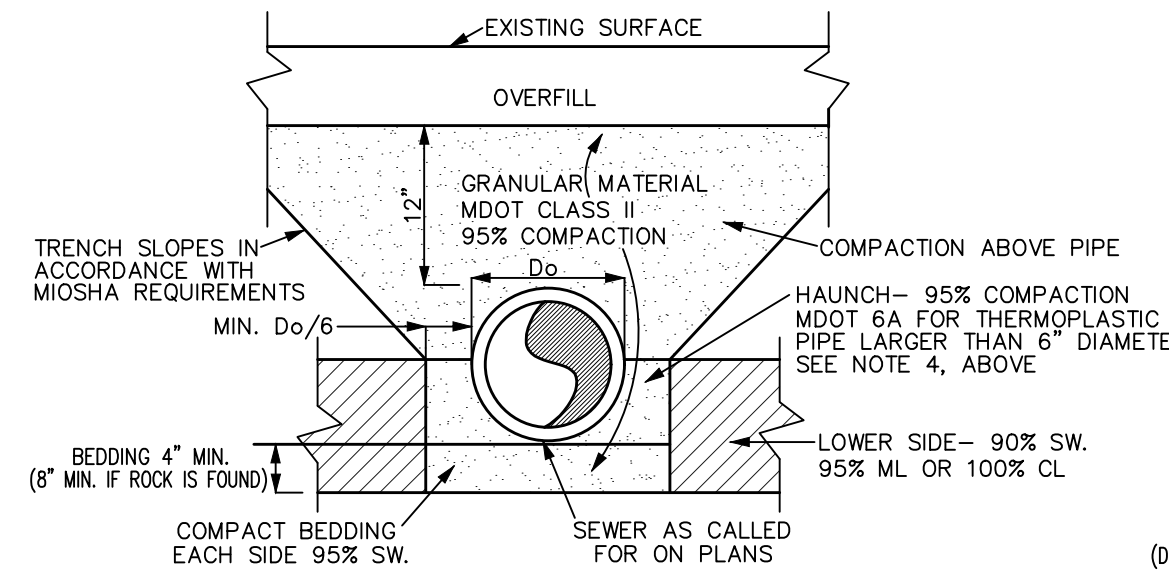
**UNDERDRAIN DETAIL**  
NOT TO SCALE

**NOTE:**  
CONNECT DOWN STREAM PIPE END TO CATCH BASIN, AND PLUG UP STREAM PIPE END WITH PLASTIC CAP.

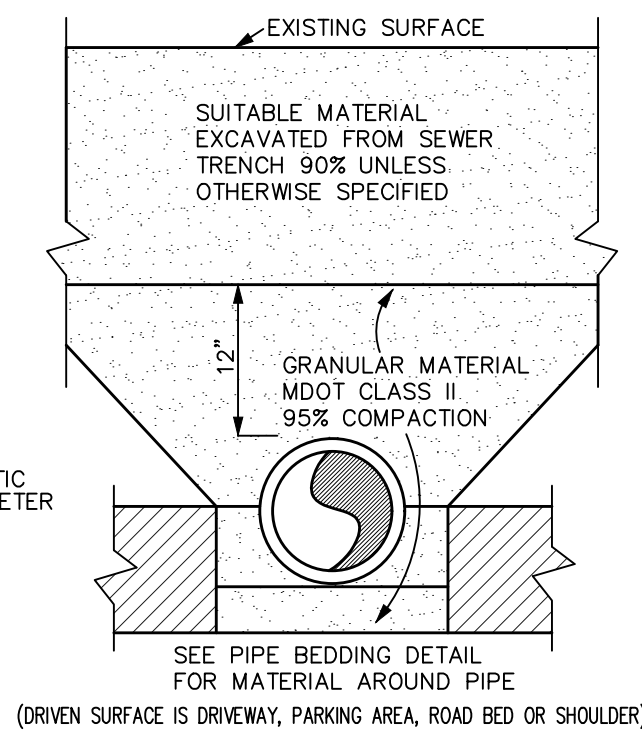


**TRENCH A - PIPE UNDER OR WITHIN INFLUENCE OF DRIVEN SURFACE**  
NOT TO SCALE

- NOTES:**
- COMPACTION PRESENTED AS STANDARD PROCTOR VALUES.
  - SOIL TYPES** AASHTO DESIG.  
GRAVEL SANDY (SW) A1, A3  
SANDY SILTY (ML) A2, A4  
SILTY CLAY (CL) A5, A6, A7
  - SOIL IN HAUNCH AND LOWER SIDE ZONES OUTSIDE OF D<sub>o</sub>/6 FROM SPRING LINE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.
  - MATERIALS AROUND THERMO. PLASTIC PIPE WITH DIAMETER 6 INCHES SHALL PASS 0.5 INCH SIEVE. MATERIALS AROUND OTHER PIPES SHALL PASS 1.5 INCH SIEVE.

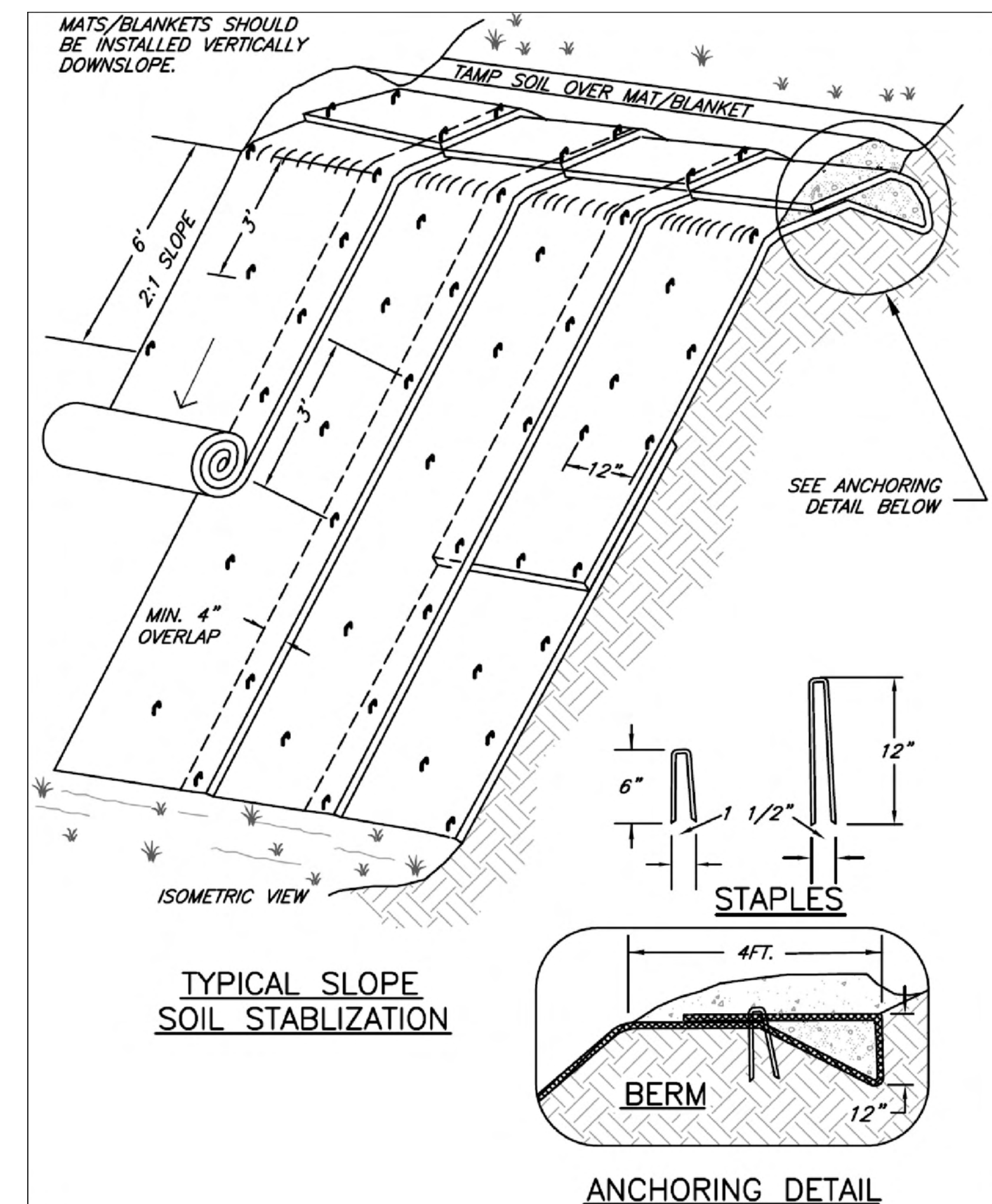


**PIPE BEDDING DETAIL**  
NOT TO SCALE



**TRENCH B - PIPE NOT UNDER DRIVEN SURFACES**  
NOT TO SCALE

**TRENCH DETAILS**  
NOT TO SCALE



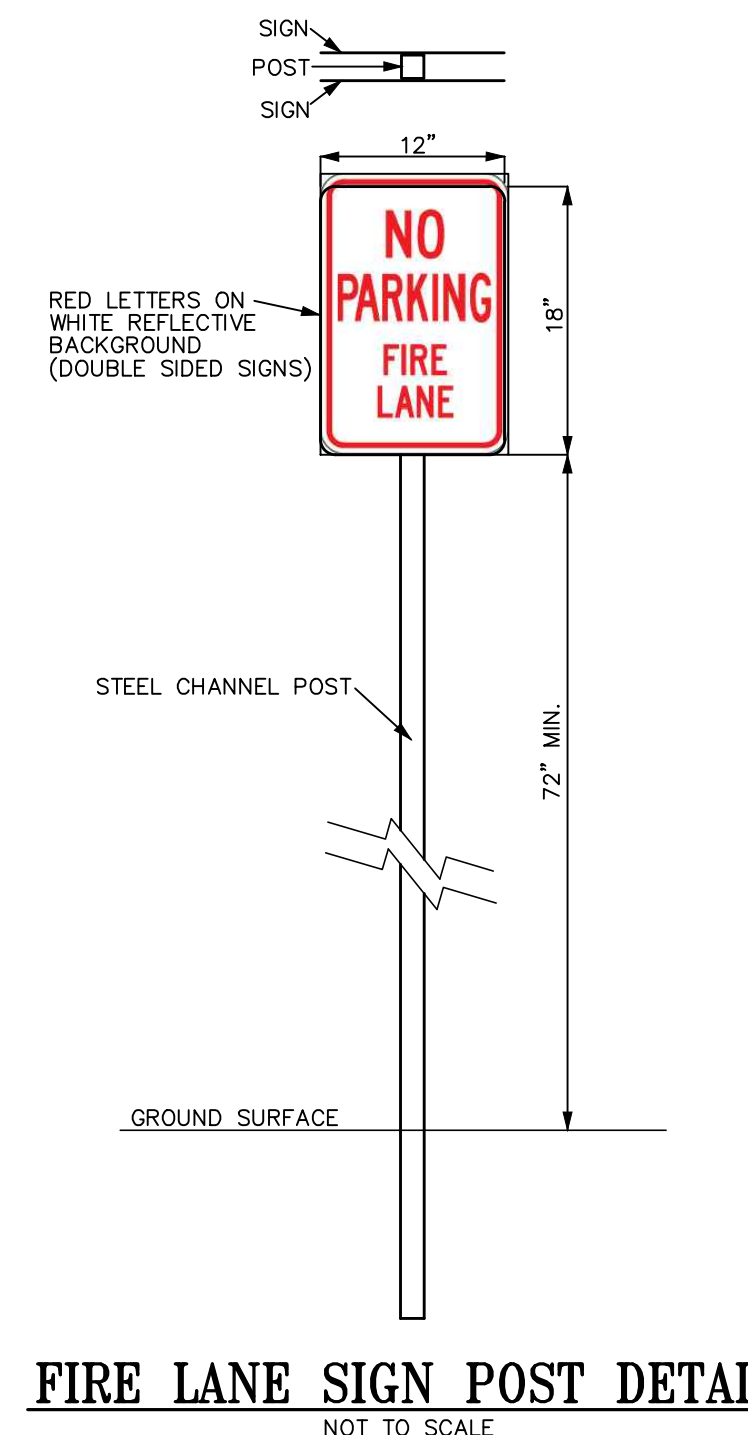
**SOIL STABILIZATION NOTES:**

- SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS & GRASS. MATS/BANKETS SHALL HAVE GOOD SOIL CONTACT.
- APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
- LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
- SOIL STABILIZATION BLANKETS SHALL BE USED FOR SLOPES EXCEEDING 1 ON 4. SEE SHEET GR2 OF PLANS FOR PROPOSED LOCATIONS.

**SIGN SCHEDULE**

SIGN	KEY	SIZE (W x H)	TYPE OR MOUNT	MOUNTING HEIGHT	QUANTITY
	FIRE LANE	12' x 18'	POST MOUNTED	6'-0"	38

•ADDITIONAL FIRE LANE SIGNAGE MAY BE REQUIRED BY THE LOCAL FIRE DEPARTMENT AUTHORITY.  
•SEE SHEETS SP1 AND SP2 OF PLANS FOR FIRE LANE SIGN LOCATIONS.



**FIRE LANE SIGN POST DETAIL**  
NOT TO SCALE

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: MO						
CHECK: WMP						

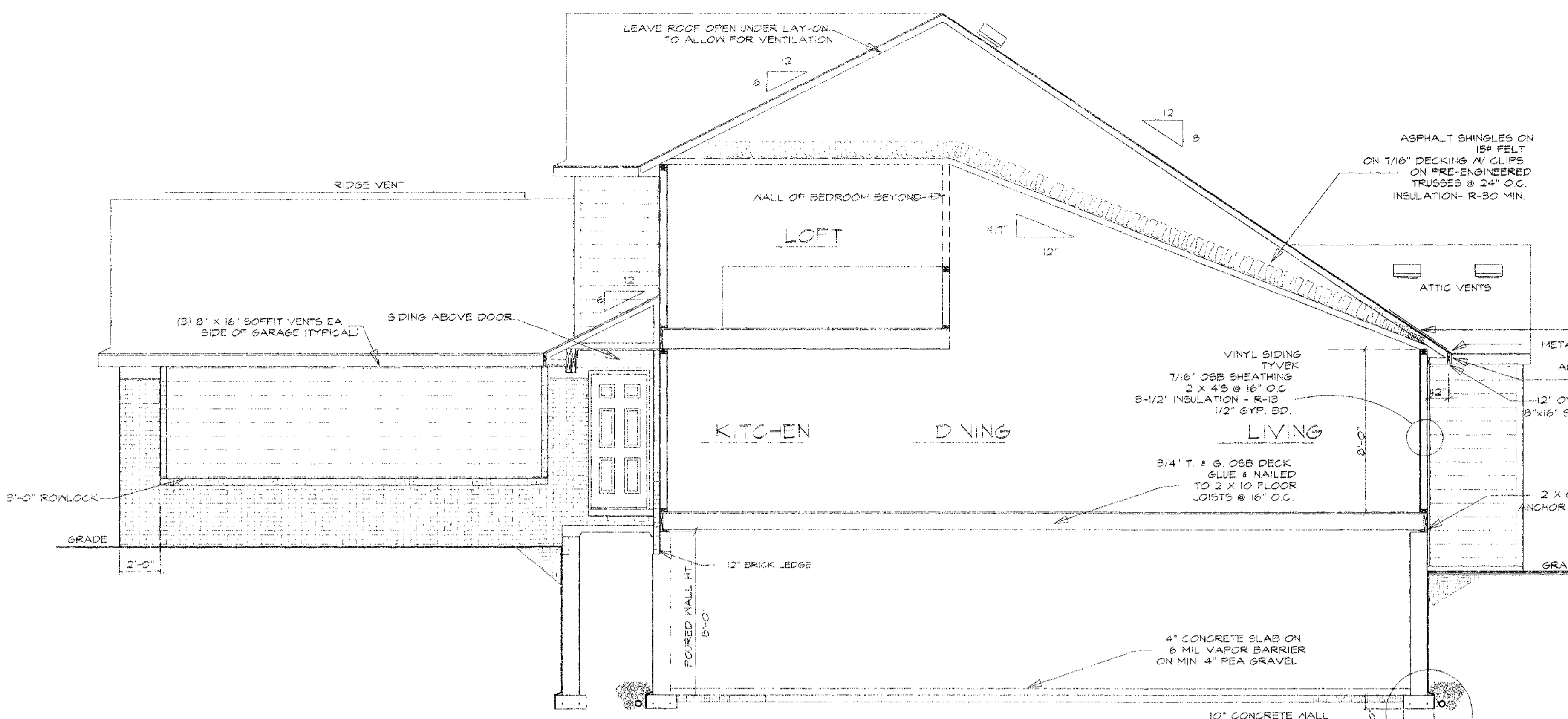
SUMMERFIELD  
POINTE ESTATES

SOIL STABILIZATION, SIGNAGE  
AND STORM SEWER  
NOTES & DETAILS

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MI 48382 (248) 684-1699	SCALE: AS NOTED PROJECT No.: 214159 DWG NAME: 4159 DT ISSUED: OCT. 25, 2022
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**DT2**

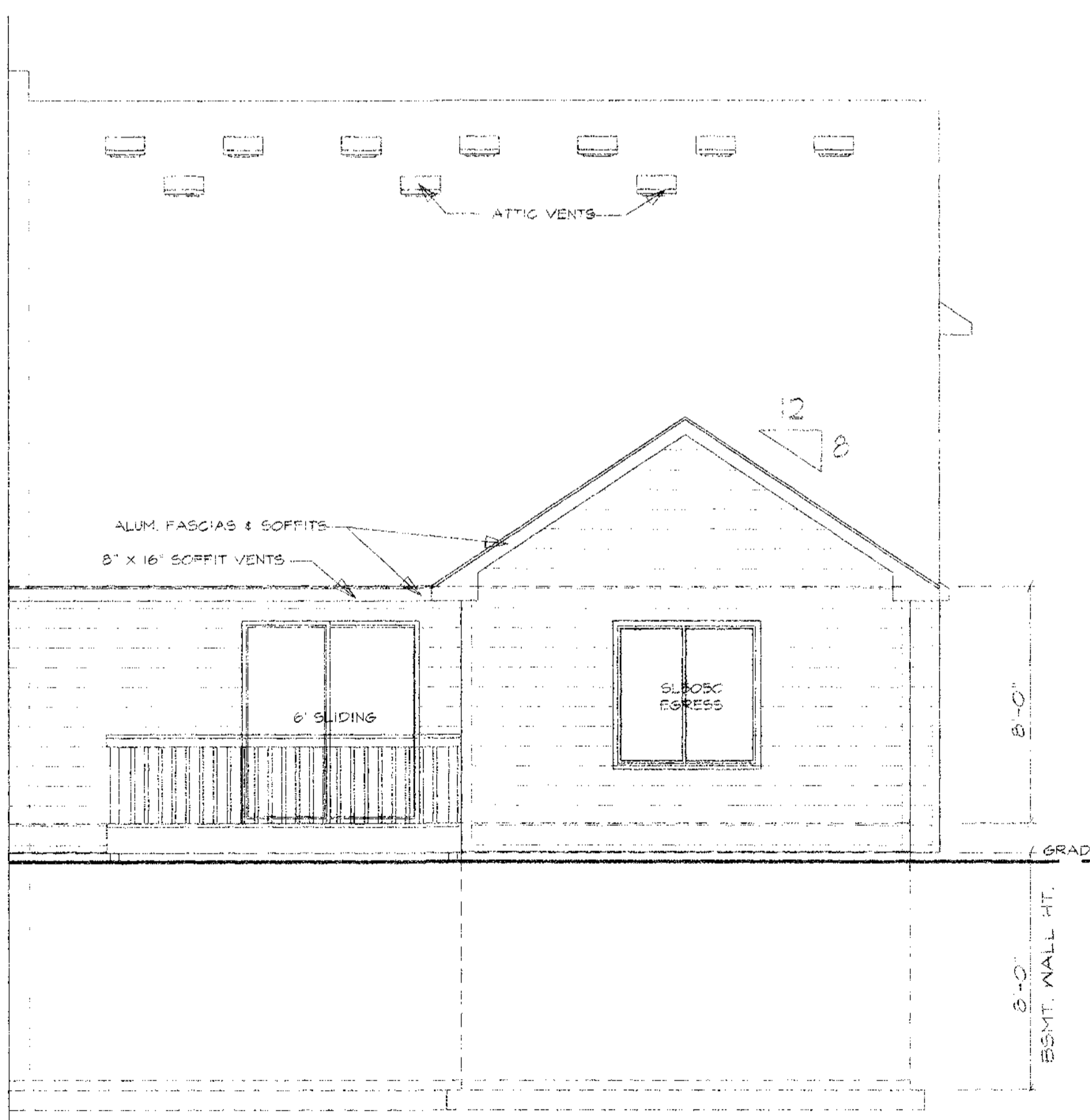




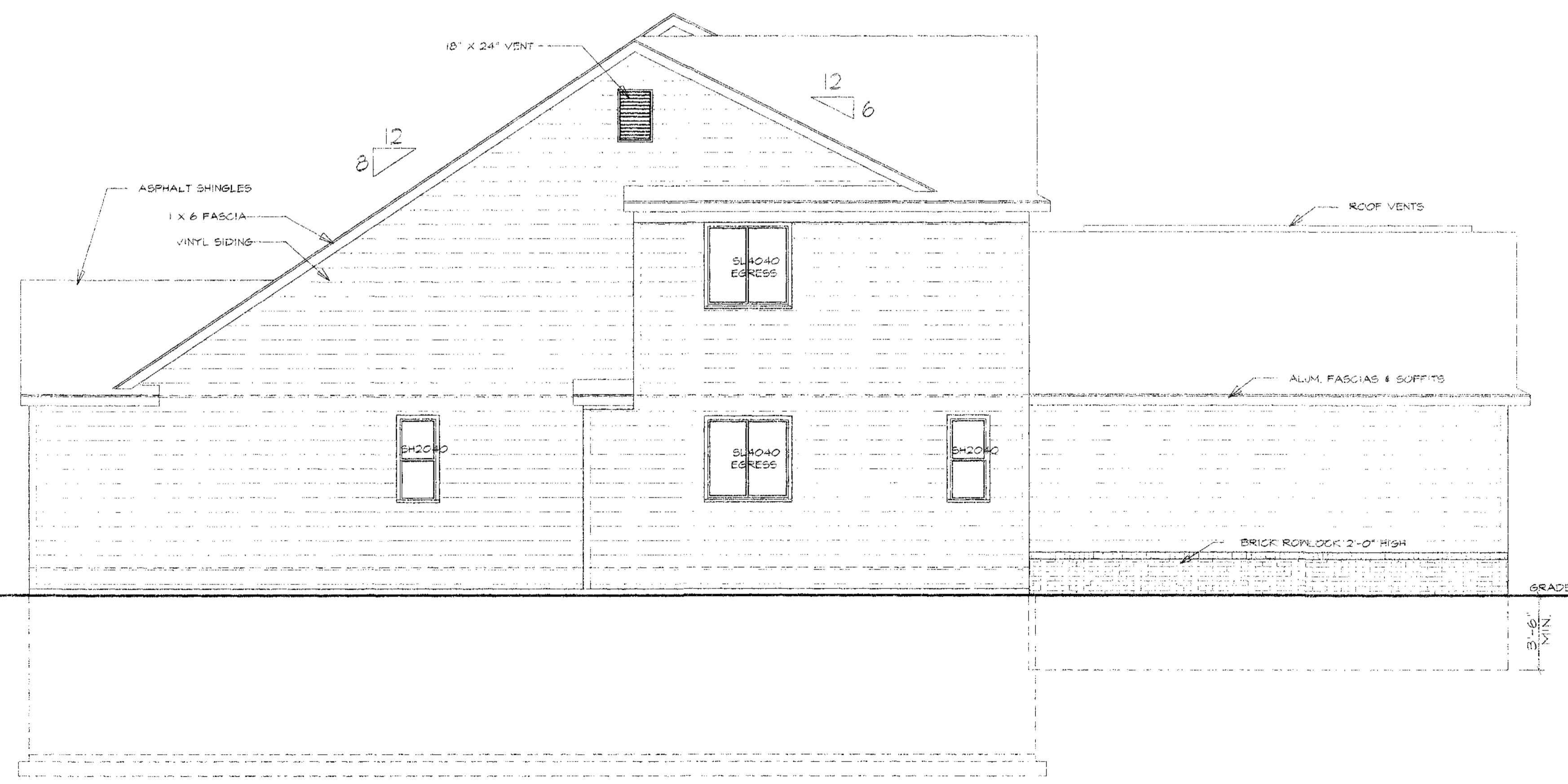
1 Building Section Unit #13  
A4.0 SCALE: 1/4" = 1'-0"



Front Elevation Unit #13  
SCALE: 1/4" = 1'-0"



Rear Elevation Unit #13  
SCALE: 1/4" = 1'-0"



Right Elevation Unit #13  
SCALE: 1/4" = 1'-0"

**HealyHomes**  
At Summerfield L.L.C. Fax 248-685-3327

W. W. YU, ENGINEERING  
KENNETH D. PHD, P.E.  
CONSULTING ENGINEERS - STRUCTURAL  
23005 BRISTOL COURT  
DINGHAM PARKS, MI 48325-1703  
TEL: (248) 251-4485

SHEET # A5.0, ELEVATIONS, BUILDING SECTION  
BUILDING #4, UNIT #13, BARRINGTON 15 STORY  
HEALY HOMES AT  
SUMMERFIELD POINTE  
LANSON DR., GENOA TOWNSHIP, MICHIGAN

DATE: 5/11/03  
PHONE: (248) 477-1110

ARCHITECTURAL - ENGINEERING  
SERVICES, P.C.  
34341 BRITTANY  
FARMINGTON HILLS, MICHIGAN 48335  
DONALD C. ALLES, AIA

PROJECT NO.  
2004-04

SHEET NO.  
A5.0

NOTE:  
THESE PLANS ARE DRAWN FOR  
BUILDING #4, UNIT #13, 14, 15 & 16 ONLY.

NO.	REVISION	BY	DATE
1	PERMIT & CONSTRUCTION ISSUE	DCA	8/17/04

REGISTERED PROFESSIONAL ENGINEER  
CONSULTING ENGINEER  
25025 BINGHAM AVE. SUITE 100  
BINGHAM FARMS, MI 48305-4703  
TEL: (248) 857-4465

SHEET # A3.0 EXTERIOR ELEVATIONS  
BUILDING #4 UNIT #3, 4, 5 & 6  
HEALY HOMES AT  
SUMMERFIELD POINTE  
LAWSON DR., SENOCA TOWNSHIP, MICHIGAN

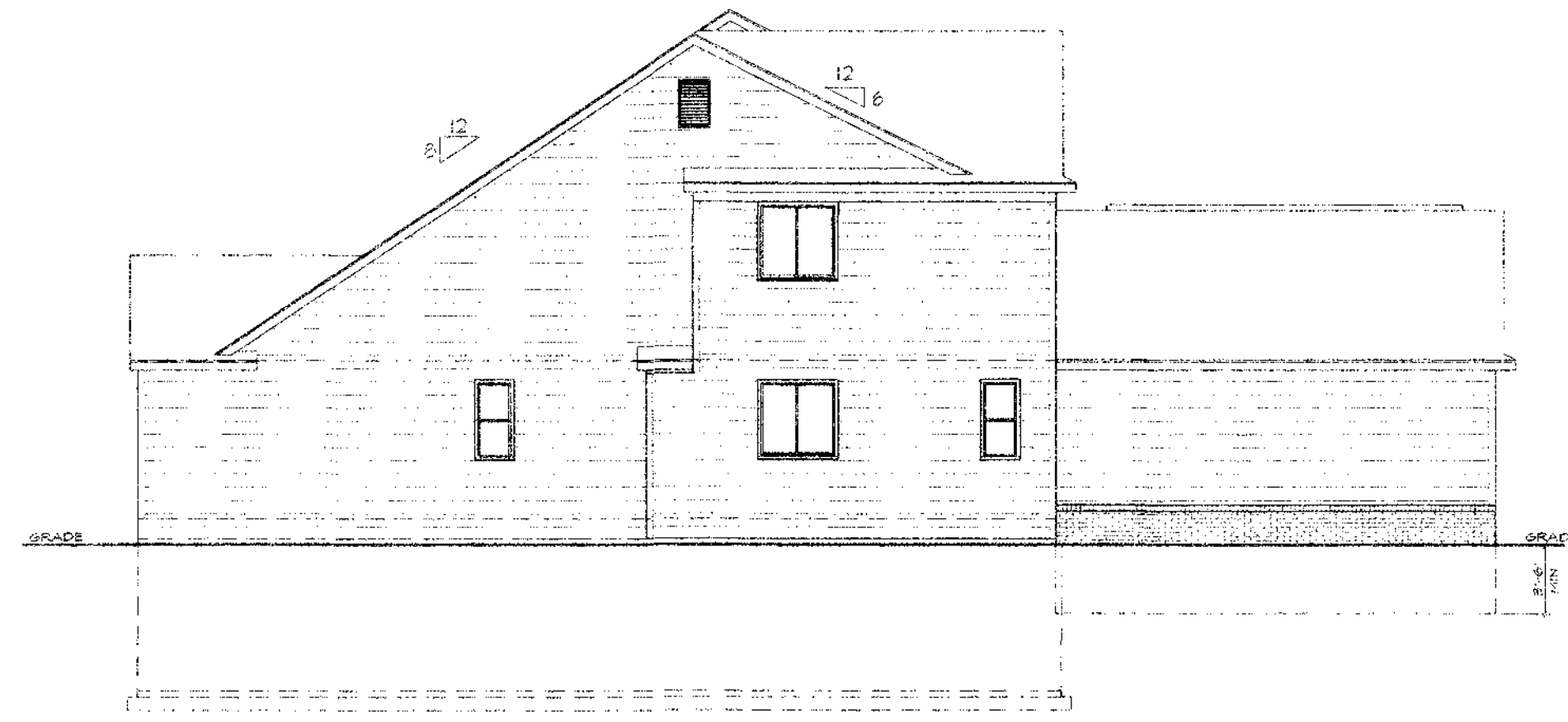
DRAWN	TRACED	CHECKED	APPROVED
DATE	8/11/03		
PHONE	(248) 477-1110		

ARCHITECTURAL - ENGINEERING  
SERVICES, P.C.  
34941 BRITTANY  
FARMINGTON HILLS, MICHIGAN 48335  
DONALD C. ALLES, AIA

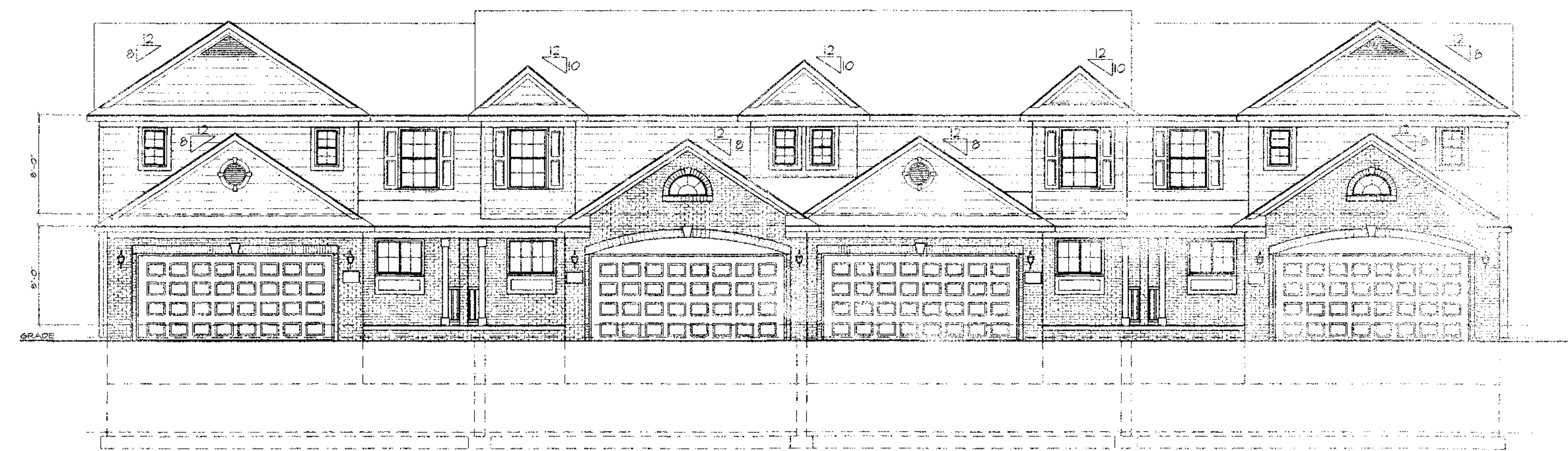
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2004-04

SHEET NO.  
A3.0

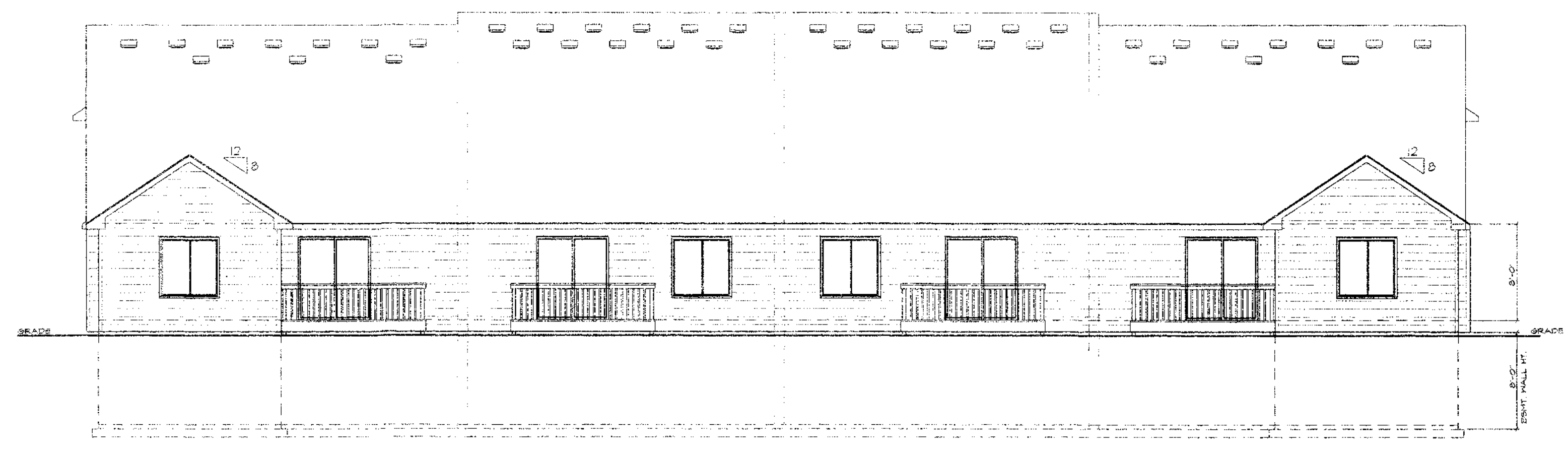
OF



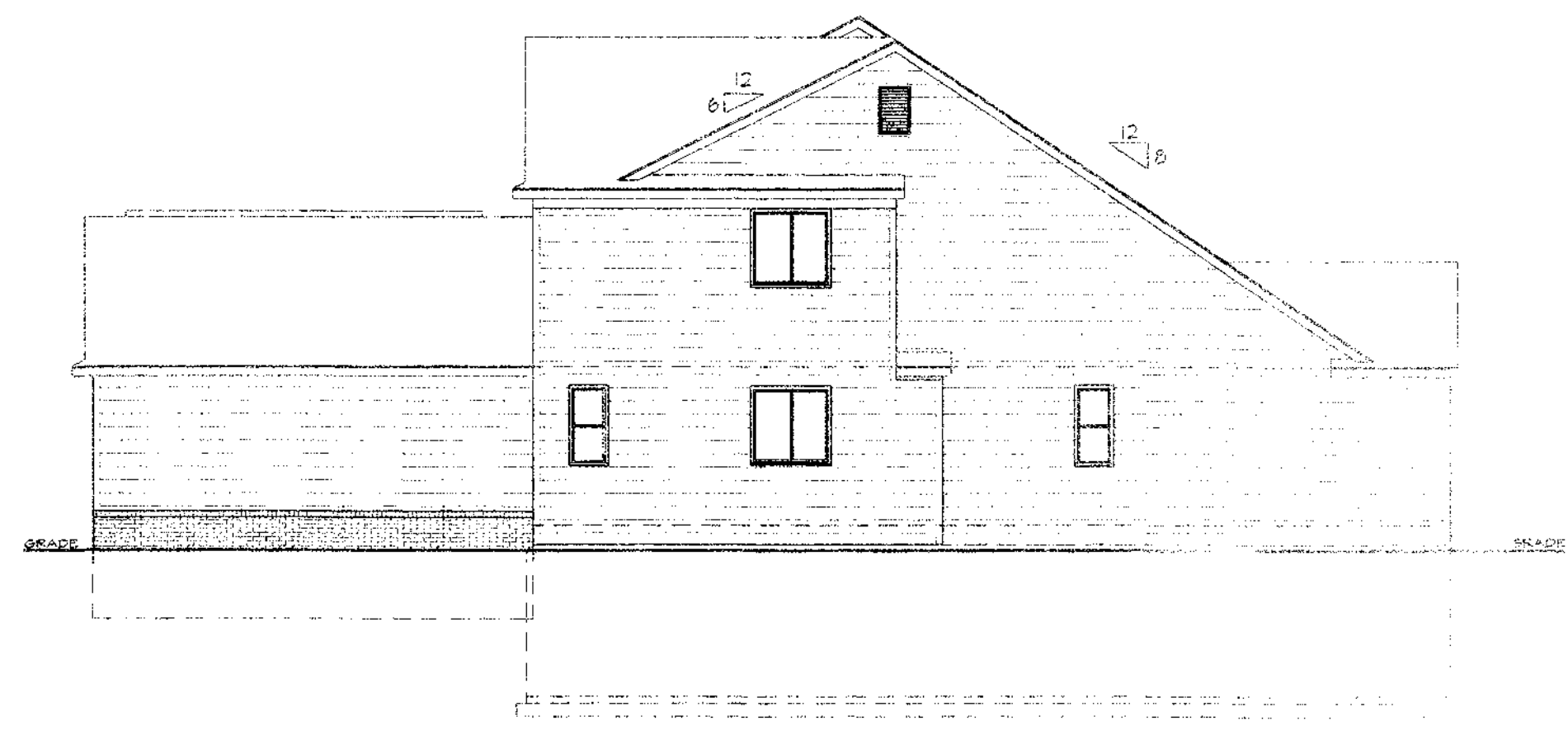
Left Elevation Building #4  
SCALE: 1/8" = 1'-0"



Front Elevation Building #4  
SCALE: 1/8" = 1'-0"



Rear Elevation Building #4  
SCALE: 1/8" = 1'-0"



Right Elevation Building #4  
SCALE: 1/8" = 1'-0"

NOTE  
THESE PLANS ARE DRAWN FOR  
BUILDING #4 UNIT #3, 4, 5 & 6 ONLY.



THE COMMUNITY & LOCATION MAP



  
SUMMERFIELD  
— POINTE —

PRESENTED BY

**HealyHomes** L.L.C.



# ASBURY HILL

## ESTATES

### *The Newport*

2400 SQ. FT. (92 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



ELEVATION - A



ELEVATION - B



ELEVATION - B2



ELEVATION - C



ELEVATION - D



ELEVATION - E

Sales Office (248) 773-7572  
Sales Direct (248) 770-2488  
[www.healyhomes.com](http://www.healyhomes.com)

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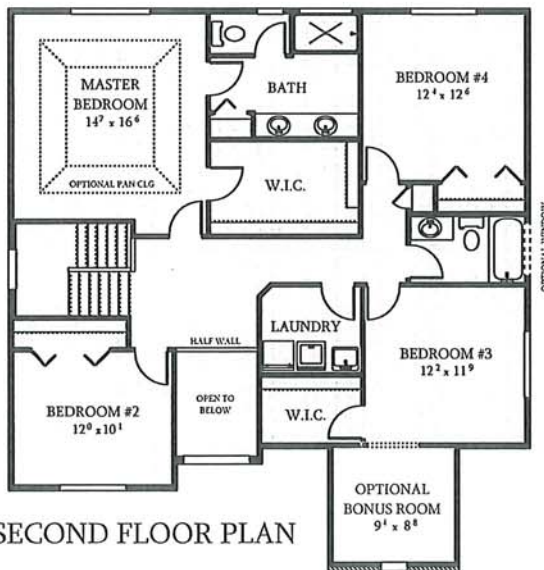
# ASBURY HILL ESTATES

## The Newport

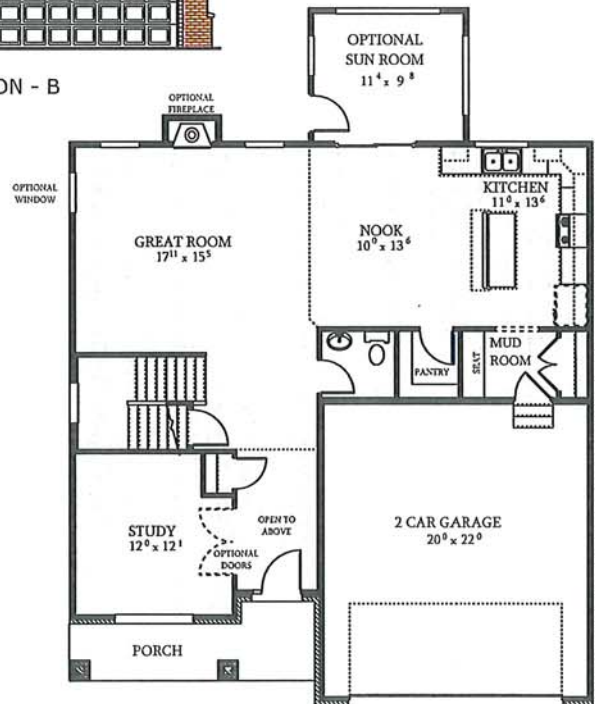
2400 SQ. FT. (92 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



ELEVATION - B



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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# ASBURY HILL

ESTATES

## *The Hudson*

2240 SQ. FT. (80 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



ELEVATION - A



ELEVATION - B



ELEVATION - B2



ELEVATION - C



ELEVATION - D



ELEVATION - E

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# ASBURY HILL

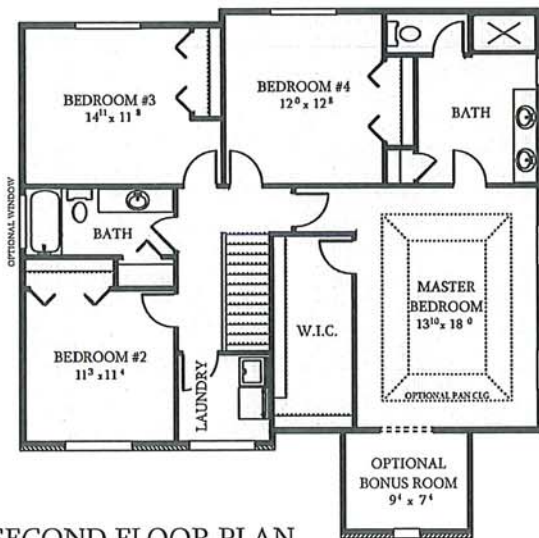
## ESTATES

### *The Hudson*

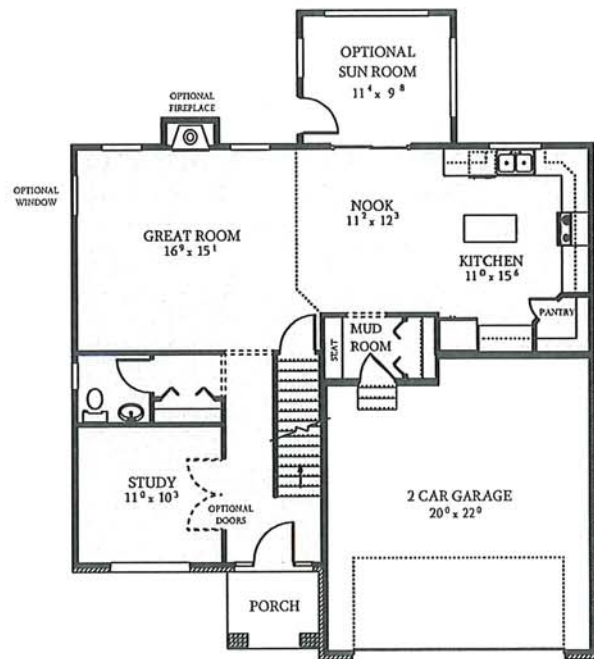
2240 SQ. FT. (80 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



ELEVATION - D



SECOND FLOOR PLAN



FIRST FLOOR PLAN

Sales Office (248) 773-7572

Sales Direct (248) 770-2488

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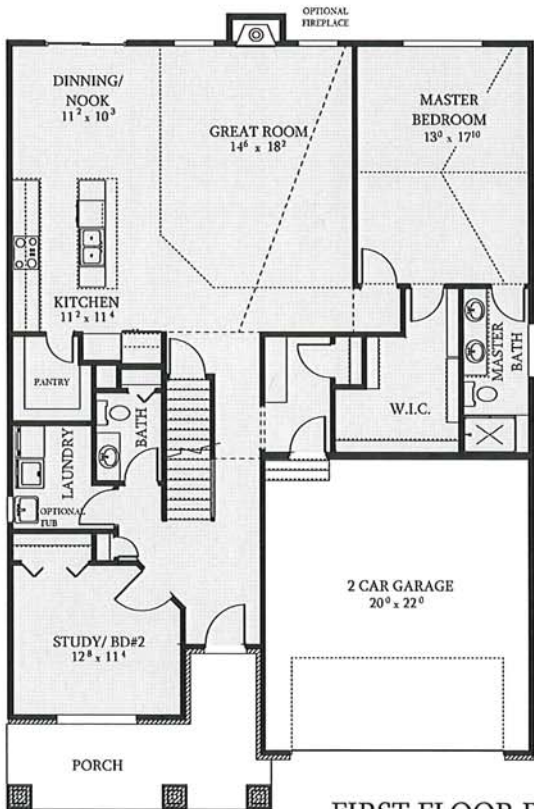
# ASBURY HILL ESTATES

## *The Applewood*

2261 SQ. FT.



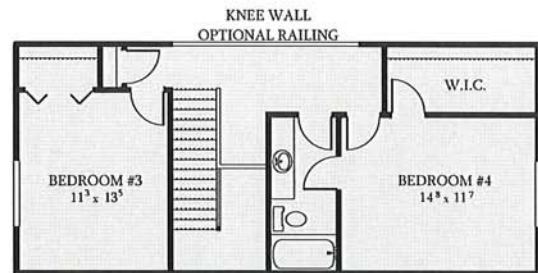
ELEVATION - B



FIRST FLOOR PLAN



OPTIONAL  
FIRST FLOOR  
FULL BATH



SECOND FLOOR PLAN

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# ASBURY HILL

ESTATES

## *The Cherrywood*

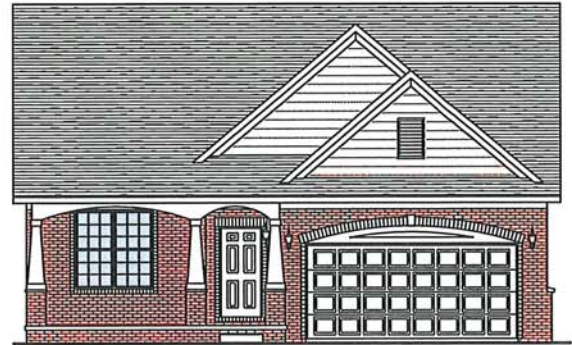
1605 SQ. FT. (120 SQ. FT. SUNROOM)



ELEVATION - A



ELEVATION - B



ELEVATION - B2



ELEVATION - E



ELEVATION - D

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MONDAY, JULY 23, 2018



# ASBURY HILL

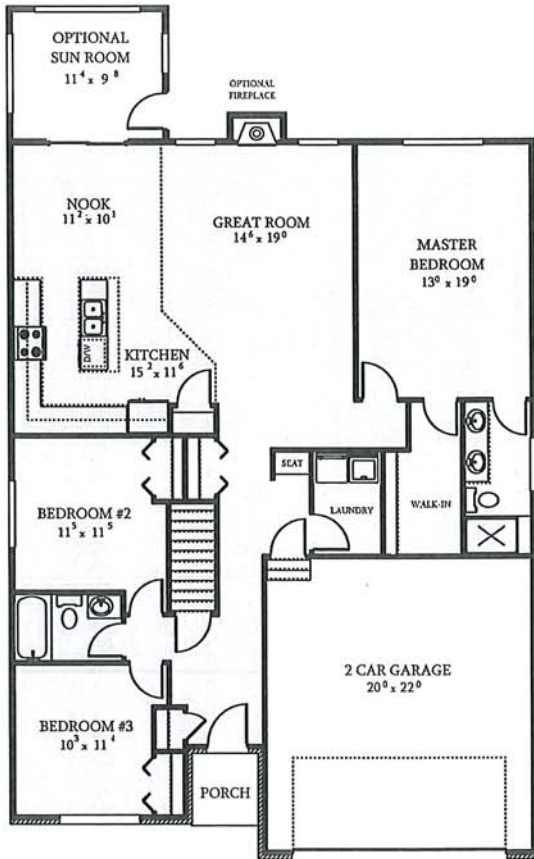
## ESTATES

### *The Cherrywood*

1605 SQ. FT. (120 SQ. FT. SUNROOM)



ELEVATION - D



FLOOR PLAN

Sales Office (248) 773-7572

Sales Direct (248) 770-2488

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# Healy Homes L.L.C.

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MONDAY, JULY 23, 2018



This appears to be the original Master Deed for the existing condos. I'm not sure if they have the right to add land/units back into the existing condos. This should be clarified? Also many of the provisions of the original Master Deed may not apply to these units. This document creates many questions.

**MASTER DEED**

**SUMMERFIELD POINTE ATTACHED CONDOMINIUMS**

This Master Deed is made and executed on this \_\_\_ day of \_\_\_\_\_, 2023, by Healy Homes of Summerfield, LLC, a Michigan Limited Liability Company (hereinafter referred to as the "Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Summerfield Pointe Estates as a Condominium Project under the Act and does declare that Summerfield Pointe Estates (the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and the attached Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

We did not get the Bylaws.

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as Summerfield Pointe Attached Condominiums, Livingston County Condominium Subdivision Plan No. \_\_\_\_\_. The engineering plans and architectural plans for the Project are on file with the Township of Genoa. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building

This is not the legal description for the 2 areas? What does this deed cover?

contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land that is submitted to the Condominium Project to be established by this Master Deed is described as follows:

Part of the Southeast ¼ of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the South ¼ Corner of said Section 4; thence along the North-South ¼ line of said Section 4, N 01°50'51" E, 2890.65 feet to the Center of said Section 4; thence along the East-West ¼ line of said Section 4 as previously surveyed and monumented, S 87°40'06" E, 1162.17 feet; thence N 02°19'64" E, 16.05 feet; thence along an existing chain link fence line, S 84°42'16" E, 140.66 feet; thence continuing along an existing chain link fence line, S 13°29'03" W, 81.90 feet; thence S 19°08'24" E, 39.61 feet; thence S 01°53'15" W, 374.11 feet (previously recorded as South) to a found iron pipe; thence along a previously surveyed and monumented line, S 88°06'46" W, 683.63 feet (previously recorded as S 86°00'00" W, 686 feet); thence S 01°26'28" W, 400.04 to a found iron rod; thence S 01°17'41" W, 510.39 feet to a found iron pipe; thence N 87°29'24" E, 79.92 feet (previously recorded as East 78.00 feet); thence along a line 10 feet west of and parallel to the West line of "SUNRISE PARK" a subdivision as recorded in Liber 2 of Plats on Page 23 of the Livingston County Records, S 02°21'39" W, 243.95 feet; thence S 01°45'17" W, 227.42 feet to a found iron rod; thence S 87°01'22" E, 186.47 feet (previously recorded as East 167 feet); thence along the West line of said "SUNRISE PARK" S 48°20'08" E (previously recorded as S 51°35'00" E) 240.00 feet; thence continuing along said West line, S 37°37'38" E, 146.14 feet (previously recorded as S 37°34'00" E, 148.00 feet); thence continuing along said West line, S 01°42'54" W (previously recorded as South) 386.00 feet; thence N 88°17'06" W (previously recorded as West), 10.00 feet; thence along a line 10.00 feet west of and parallel to the West line of said "SUNRISE PARK," S 01°42'64" W (previously recorded as South), 241.14 feet; thence continuing along a line 10.00 feet west of and parallel to said "SUNRISE PARK" S 11°13'33" E, 48.86 feet; thence along the South line of said Section 4 as monumented, N 89°43'06" W, 473.99 feet; thence along the East line of Lawson Drive, N 02°12'21" W, 150.00 feet; thence along the North line of Lawson Drive, N 89°43'06" W, 150.00 feet; thence along the West line of Lawson Drive, S 02°12'21" E, 150.00 feet; thence along the South line of said Section 4, as monumented, N 89°43'06" W, 546.16 feet; to the Point of Beginning; containing 60.49 acres more or less and subject to the rights of the Public over Lawson Drive. Also subject to Sanitary Sewer Easements as recorded in Liber 1346, Page 644 of the Livingston County Records. Also subject to any other easements or restrictions of record.

## ARTICLE III

### DEFINITIONS

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

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

Section 2. Association. "Association" means Summerfield Pointe Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

9

Section 3. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and as required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Summerfield Pointe as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean Summerfield Pointe as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Summerfield Pointe as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to

Update for new agreement

and/or withdrawn from the Condominium from time to time under Articles VI and VII hereof, and all Units and Common Elements therein, as constructed, and that expresses percentages of value pertinent 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 the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to incorporate Units into the Project as provided in Article VI hereof.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 12. Developer. "Developer" means Healy Homes at Summerfield L.L.C., a Michigan limited liability company, that has made and executed this Master Deed, and its successors and/or assigns. Both successors and/or assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "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 which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units that may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units that may be created are conveyed, whichever first occurs.

Section 14. Planned Unit Development Agreement or PUD Agreement. "Planned Unit Development Agreement" or "PUD Agreement" means the agreement with the Township of Genoa recorded in Liber 3533 at Page 0900, Livingston County Records, as amended and recorded in Liber 3772, Page 0940, Livingston County Records.

Section 15. Township. "Township" means the Township of Genoa, a general law township.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in Summerfield Pointe, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II hereof, including the driveways, access drives, sidewalks, walkways and parking spaces located thereon not identified as Limited Common Elements.
- (b) Easements. All beneficial ingress, egress, wetland and utilities easements.
- (c) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and including any electrical meters up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (d) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.
- (e) Gas. The gas distribution system throughout the Project, including that contained within Unit walls and including any gas meters up to the point of connection with gas fixtures within any Unit.
- (f) Water System. The water distribution system throughout the Project, including that contained within Unit walls and including any water meters up to the point of connection with plumbing fixtures within any Unit.
- (g) Sanitary Sewer System. The sanitary sewer system throughout the Project, including that contained within Unit walls up to the point of connection with plumbing fixtures within any Unit.
- (h) Storm Sewers. The storm sewers throughout the Project.
- (i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

Is this now on different property in a different subdivision.

Is this still in the condo?

(j) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.

(k) Community Facilities. Any common recreational areas, if and when they may be installed.

(l) Detention Basin(s), Sedimentation Pond(s) and Storm Drainage System. The storm water detention basin(s), sedimentation pond(s) and storm drainage system throughout the Project.

(m) Irrigation and Sprinkler System. The landscape irrigation and sprinkler system throughout the Project.

(n) Nature Preserve. Open and undeveloped land within the Condominium Project boundaries containing 21.95 acres, more or less.

(o) Permanent Conservation Area. The woodlands along the perimeter setback of the property on the east side as depicted on the Planned Unit Development Site Plan attached as Schedule B to the Planned Unit Development Agreement ("PUD Agreement").

(p) Other. Such other elements of the Project not herein designated as General or Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use by all Co-owners or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interests therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Balconies, Decks or Patios. Each individual balcony, deck or patio, if any, in the Project is restricted in use to the Co-owner(s) of the Unit that opens onto such balcony, deck or patio as shown on Exhibit "B" hereto.

(b) Fireplace Combustion Chamber. The fireplace combustion chamber and flue, if any, for a Unit shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit served thereby.

(c) Furnace/Air Conditioners. Each individual furnace/air conditioner in the Project is restricted in use to the Co-owner(s) of the Unit that such furnace/air conditioner services.

(d) Garage Interiors, Garage Door Openers, Garage Doors, Storage Areas and Driveways. Each individual garage interior, garage door, garage door opener, if any, adjacent storage area, if any, and adjacent driveway are appurtenant to certain Units as Limited Common Elements as designated on the Condominium Subdivision Plan attached hereto as Exhibit "B" and limited to the use of the Co-owner(s) of the Unit to which they are appurtenant.

(e) Interior Surfaces. The interior surfaces of Unit and garage perimeter walls, windows, doors, ceilings and floors contained within a Unit and garage shall be subject to the exclusive use and enjoyment of the Co-owner(s) of such Unit.

(f) Doors, Windows, Storm Windows and Window Screens. All windows, whether fixed or removable, all removable storm windows, all fixed and removable window screens, all door windows and screens, all doorwalls, doorwall windows and doorwall screens, if any, appurtenant to each Unit shall be subject to the exclusive use and enjoyment of the Co-owner(s) of such Unit.

(g) Porches. Each individual porch in the Project is restricted in use to the Co-owner(s) of the Unit that opens onto such porch as shown on Exhibit "B" attached hereto.

(h) Sump Pumps. The sump pumps, if any, throughout the Project, including all accessories related to their operation located in some Units, are restricted in use to the Co-owner(s) of the Unit(s) that they serve.

(i) Decorative Garage Lighting. The decorative lighting attached to each side of the garage door of every Unit within the Project.

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

(a) Balconies, Decks or Patios. The costs of maintenance and decoration of each balcony, deck and patio described in Article IV, Section 2(a) above shall be borne by the Co-owner(s) of the Unit which opens into such balcony, deck or patio (but not the costs of repair and replacement, which shall be the responsibility of the Association).

(b) Furnace/Air Conditioners. The costs of maintenance, repair and replacement of each individual furnace/air conditioner described in Article IV, Section 2(c) above shall be borne by the Co-owner(s) of the Unit that such furnace/air conditioner services.

(c) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interior of the garage referred to in Article IV, Section 2(d) and all surfaces referred to in Article IV, Section 2(e) above shall be borne by the Co-owner(s) of each Unit to which such Limited Common Elements are appurtenant, and Co-

owners shall be solely responsible for decoration, maintenance, repair and replacement of the garage floors appurtenant to the Units.

(d) Storm Windows and Window Screens. The cost of maintenance, repair and/or replacement of all windows (whether fixed or removable), all removable storm windows, all fixed and removable window screens, all windows and screens in doors, and doorwalls, doorwall windows and doorwall screens, if any, referred to in Article IV, Section 2(f), above, shall be borne by the Co-owner of the Unit to which they are appurtenant.

(e) Porches. The costs of decoration, maintenance, repair and replacement of the porches referred to in Article IV, Section 2(g) above, shall be borne by the Co-owner(s) of the Unit(s) to which such porches are appurtenant.

(f) Sump Pumps. The costs of maintenance, repair and replacement of all sump pumps, if any, referred to in Article IV, Section 2(h), shall be borne by the Co-owner(s) of the Unit(s) they service.

(g) Driveways. The costs of maintenance, repair and replacement of the driveways shall be borne by the Association, with the exception of snow or debris removal.

(h) Fireplace Combustion Chamber. The costs of maintenance, repair and replacement of each individual fireplace combustion chamber and flue described in Article IV, Section 2(b) above, shall be borne by the Co-owner of the Unit that such fireplace combustion chamber services.

(i) Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair, or replacement of the private roads in compliance with all street requirements found in the Township regulations pertaining to private roads, the Township of Genoa may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies with respect to the maintenance, repair and/or replacement of the Project roadways be cured within a stated reasonable time period. If such deficiencies are not cured, the Township of Genoa may undertake (but has no obligation to do so) such maintenance, repair and/or replacement and the costs, plus a twenty-five (25%) percent administrative fee, may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

(j) Storm Detention Basin System and Storm Water Drainage. The costs of maintenance, repair, and replacement of any detention basin system and/or storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the detention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written

Not sure this is necessary, Township has other avenues, such nuisance claims, plus 25% admin fee may be an illegal tax



Isn't the nature preserve now on different property?

notice shall contain a demand that deficiencies with respect to the maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may (but has no obligation to do so) undertake such maintenance, repair or replacement and the costs, plus a twenty-five (25%) percent administrative fee, may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

(k) Storm Water Detention Pond Within Nature Preserve. Notwithstanding the open space requirement and the restriction on development within the Nature Preserve, the Developer shall construct, in compliance with the requirements and regulations of the Livingston County Drain Commission, a storm water detention pond within the Nature Preserve as depicted on the approved Planned Unit Development Site Plan attached as Schedule B to the PUD Agreement. The responsibility for the maintenance, repair and replacement of the storm water detention pond shall be borne by the Association.

(l) Trash Disposal. The costs of and arrangement for pickup and trash disposal shall be the responsibility of each Co-owner, however, the Association may contract with contractors to provide services if the Board of Directors concludes it is in the best interest of the Association and Co-owners to do so.

(m) Decorative Garage Lighting. There will be no site lighting by Developer within the Common Elements or Limited Common Elements of the Project, except ground lighting for Project signage. Decorative lighting shall be low wattage fixtures attached to each side of the garage door of every Unit within the Project. Maintenance (but not repair and/or replacement) shall be borne by the Co-owner of each Unit to which such Limited Common Element is appurtenant.

(n) Permanent Conservation Area. The Developer, its successors and assigns, shall preserve and protect the woodlands identified in the Planned Unit Development Site Plan attached as Schedule B to the PUD Agreement as being an area within the east side perimeter setback and identified as a Permanent Conservation Area. The Permanent Conservation Area shall be preserved, protected and maintained by the Association. Any costs associated with the preservation, protection and maintenance of the Permanent Conservation Area shall be borne by the Association.

(o) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. This will include maintenance of all open spaces in the Project, including, but not limited to, the Nature Preserve, the private roads within the Project, storm water detention and drainage facilities and any utility leads not otherwise dedicated to the public.

(p) Approval. Any maintenance, repair or replacement of garage doors, windows, doors, door hardware or screens by a Co-owner under Article IV, Section 3(c) and (d) above, shall be subject to the approval of the Association.

Must be shown the on the plan

NO

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project, or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE V

No

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Summerfield Pointe as prepared by Boss Engineering. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Boss Engineering.

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan attached hereto, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentages of value are equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project. The proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is 100%.

ARTICLE VI

RE-EXPANSION OF CONDOMINIUM  
(RE-INCORPORATION OF LAND WITHDRAWN)

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed, consisting of one hundred ninety-two (192) Units, is intended to be a single phase Condominium Project. However, as noted in Article VII below, the Project may be contracted by withdrawing land or eliminating Units. Any land withdrawn will be deemed an "area of future development."

Section 2. Re-incorporation of Land or Units. Any other provisions of this Master Deed notwithstanding, within a period ending no later than six (6) years from the date of recording this Master

Can you still reincorporate?

Deed, any portion of the area of future development (being land withdrawn under Article VII) may be reincorporated into the Project and residential Units may be constructed thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such Units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the Township as to its compliance with the PUD Agreement. All such improvements shall be reasonably compatible with the existing structures in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use.

Section 3. Re-expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to re-incorporate the area of future development into the Condominium Project. The Developer may, in its discretion, establish all or a portion of the area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to re-expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to re-incorporate into the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to re-incorporate portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

Section 4. Public Approval Not Required. The Developer's reservation of the right to re-incorporate once withdrawn land back into the Project is not meant to suggest in any way that municipal approval for such re-expansion of the Project has been requested or obtained or even necessary since the entire Project as recorded was created based on an approved Planned Unit Development Site Plan.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM AND RESERVATION OF RIGHTS UNDER ACT, SECTION 67

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of one hundred ninety-two (192) Units on the land described in Article II, all as shown on the Condominium Subdivision Plan attached hereto as Exhibit B. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II, except that in no event may the Project consist of fewer than four (4) Units, plus any land and improvements for the building in which they are located.

Therefore, any other provisions of this Master Deed to the contrary, notwithstanding, the number of Units in this Condominium Project, may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than four (4). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

This is all from the original Master Deed. Should this new Master Deed include the language of the old Master Deed. I feel like this creates confusion.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000.

Section 4. Dedication or Conveyance of Nature Preserve. Developer reserves the right to convey the Nature Preserve of open and undeveloped land to the Township of Genoa and such conveyance is conditioned upon the prior approval by the Township of Genoa of the condition of the title to the Nature Preserve, the recorded use restrictions, preservation and maintenance requirements for the Nature Preserve, and a non-exclusive access easement granted by the Developer over, upon and across the most direct established internal road or roads within the development, by the most direct route from the southerly most boundary of the Condominium Premises northerly to the Nature Preserve.

The Township and Developer agree that the Developer will escrow with Metropolitan Title Company, Howell, Michigan, a warranty deed conveying legal title to the Nature Preserve to the Township and the non-exclusive access easement to the Nature Preserve. The escrowed warranty deed and non-exclusive access easement shall be released to the Township upon the Township's acceptance of the Nature Preserve conveyance, but in no event shall the release occur earlier than either (i) the completion of the build out of the 192 Condominium Units by Developer; or (ii) sixty (60) months from the date of the PUD Agreement, whichever first occurs.

In the event that the Township of Genoa does not accept the conveyance from the Developer of the Nature Preserve, Developer reserves the right to convey the Nature Preserve in fee title or as a conservation easement to an established land conservancy which conservancy maintains as an organizational purpose the acquisition, maintenance and protection of nature sanctuaries, and/or preserves natural areas, and/or the preservation of Michigan flora and fauna.

The Planned Unit Development Plan attached as Schedule B to the PUD Agreement incorporates a Nature Preserve of open and undeveloped land that is legally described as follows:

Part of the Southeast ¼ of Section 4, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 4, N 01°50'51" E, 1936.02 feet to the Point of Beginning of the parcel to be described; thence continuing along said North-South ¼ line, N 01°50'51" E, 954.63 feet to the center of said Section 4; thence along said East-West ¼ line as previously surveyed and monumented S 87°40'06" E, 1300.46 feet; thence S 01°53'15" W, 482.55 feet (previously recorded as South 492.5 feet) to a found iron pipe; thence along a previously surveyed and monumented line, S

88°06'46" W, 683.63 feet (previously recorded as S 86° W, 686 feet); thence S 01°26'28" W, 400.04 feet to a found iron rod; thence S 01°17'41" W, 132.62 feet; thence N 88°42'19" W, 144.66 feet; thence N 50°36'28" W, 244.39 feet; thence S 85°31'06" W, 285.32 feet to the Point of Beginning, containing 21.95 acres, more or less.

## ARTICLE VIII

### CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain areas adjacent to individual Units may be designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element and is in compliance with the Planned Unit Development Site Plan attached to the PUD Agreement as Schedule B.

Section 3. The Developer's Right to Install Addition Landscape and/or Berms. The Developer further reserves the right to install additional landscaped areas and/or berms anytime during the Development and Sales Period anywhere within the Project.

Section 4. Developer's Right to Construct Patios or Decks. The Developer reserves the right, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct patios or decks on all or any portion or portions of the Convertible Areas that will be Limited Common Elements of the Units to which they are appurtenant, subject to the approval of the Township. The precise number and location of patios or decks that may be constructed shall be determined by Developer in its sole judgment, but nothing herein contained shall obligate the Developer to construct any patios or decks whatsoever. The patios or decks shall be assigned by the Developer as appurtenant to individual Units on an equitable basis. Any consideration paid by a Co-owner for the construction and assignment of patios or decks shall inure solely to the benefit of Developer; provided that such consideration will be refunded to the Co-owner if such assignment is not made.

Section 5. Co-owner's Right to Construct Patios. The Developer reserves the right, during the Construction and Sales Period, to allow individual Co-owners to construct and enclose patios containing not more than 200 square feet of area within the Convertible Area designated for such purpose, subject to the prior written approval from the Developer of the architectural plans for such improvements and subject to the approval of the Township of Genoa. Such enclosed areas shall be Limited Common Elements for the Units to which they are appurtenant. The Association shall have no responsibility for the maintenance, repair, decoration or replacement of such enclosed areas. As provided for under the Act, the Association

may specially assess Units with such enclosed areas for the cost of their maintenance if it undertakes to maintain them. Any such improvements shall be completed by the Co-owner prior to the time the Developer files as-built plans for the Condominium Project pursuant to the Act.

Section 6. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 7. Approvals of Township of Genoa. Any amendments or modifications under Article VII, or Sections 2 and/or 3 of Article VIII of this Master Deed, including, but not limited to, modification of a Unit or Common Element that vary from the approved site plan as referenced in Article I must be approved in writing by the Township of Genoa.

## ARTICLE IX

### OPERATIVE PROVISIONS

Any expansion or contraction of the Project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or contraction of 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, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. 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, including, but not limited to, the connection of roadways and walkways in the Project to any roadways and walkways that may be located on or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on or planned for the area of future development or the contractible area from the roadways and walkways located in the Project.

Section 3. Right to Modify Floor Plans. The Developer reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be

determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township of Genoa. All such improvements shall be reasonably compatible with the existing structures in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use, and all such Units must have received all approvals needed from the Township.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded, as determined by the Developer, in order to incorporate into one (1) set of instruments any and all successive stages of the Project's development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and any and all amendments thereto.

Section 5. 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 Articles VI, VII and VIII above, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney 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 re-recording 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.

Section 6. Approvals by Township of Genoa. No amendment may be made to the Master Deed which affects any approvals granted by the Township unless the proposed amendment has been approved in writing by the Township and the approval is indicated on the amendment as recorded.

## ARTICLE X

### EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 2.

Easements Retained by Developer.

if easement affects the Township's interest must have Township's agreement

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II, VI and VII, or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it, or its successors and assigns, and also for purposes of access to any adjoining land which may now be owned by the Developer and to other residential projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of the access drives and any portion of said area of future development or any adjoining land that may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. Developer may, by a subsequent instrument prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby if Developer deems it necessary or desirable to do so.

(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II, VI and VII, and any adjoining land which may be owned by the Developer or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, or its successors and/or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its state immediately prior to such utilization, tapping, tying-into, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and/or VII and any adjoining land that may be owned by the Developer which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land that may be owned by Developer that are served by such mains.

(c) Dedication to the Public. The Developer reserves the right at any time during the Construction and Sales Period to dedicate and/or convey to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any



subject to the  
Township's review  
and agreement

Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. There is no promise made that any such dedication will ever take place, notwithstanding the reservation of this right.

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

(e) Nature Preserve Storm Water Detention Pond Easement. The Developer (and the Association) reserve an easement for the benefit of the Co-owners over, through and across the Nature Preserve in order to satisfy any and all responsibilities for the construction, maintenance, repair and replacement of the storm water detention pond as required by the Planned Unit Development Agreement with the Township of Genoa.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI; subject, however, to the approval of the Developer during the Construction and Sales Period.

Section 4. Easements Granted to Township of Genoa. By recording this Master Deed the Developer and any party who consents to its recording grants a blanket utility easement to the Township, and its successors and assigns, for the installation, repair, replacement, removal, inspection, operation and alteration of public utilities (being water service facilities such as pipes, conduits, mains, valves and related accessories and sanitary sewer service facilities such as pipes, conduits, mains, valves and related accessories) for the purpose of providing sanitary sewer service and potable water service over, through and under the Condominium Project. This easement shall extend the right to excavate and refill any ditches and trenches necessary for the location of such public utility installations. This easement shall be of benefit to and a burden on the land described in Articles II, VI and VII of this Master Deed. By agreement between the Township and the Developer (or the Association after the Construction and Sale Period ends), the easements granted under this Section 4 may be modified by an amendment to this Master Deed or by separate recorded instrument to reflect the "as built" locations of the utilities as installed. Any

damage to Units or Common Elements as a result of the Township's (or its successor's or assign's) installation, repair, replacement or maintenance activities shall be repaired to the condition that existed at the time the installation, repair, replacement or maintenance activities were undertaken.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Articles II, VI and VII hereof, and also to fulfill any responsibilities of maintenance, repair or replacement that they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted 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 (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Township of Genoa, public utility service providers, any emergency service agency and the United States Postal Service ("USPS") or any other private and/or emergency service, an easement over all roads in the Condominium for use by Township of Genoa and other service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private essential or emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees of record, allocating one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees of the Project.

, or the Charter  
Township of Genoa

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, eighty (80%) percent of non-developer Co-owners and eighty (80%) percent of first mortgagees.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents 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.

Section 7. Approvals by Township of Genoa. No amendment may be made to the Master Deed that affects any approvals granted by the Township unless the proposed amendment has been approved in writing by the Township and the approval is indicated on the amendment as recorded.

why have this-have  
Article XIII

## ARTICLE XII

### ASSIGNMENT

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

## ARTICLE XIII

### TOWNSHIP OF GENOA APPROVAL

Neither the review, approval and/or acceptance of, or anything contained within this Master Deed, including the Bylaws and Condominium Subdivision Plan, shall be interpreted or construed in any way as constituting a variance from or approval of any violation of any provision of any ordinance of the Township of Genoa, and any amendment of this Master Deed, including the Bylaws and Condominium Subdivision Plan, relating to any matter subject to the provisions of any ordinance of the Township, shall require the approval of the Township and the approval is indicated on the amendment as recorded.

## ARTICLE XIV

### PLANNED UNIT DEVELOPMENT AGREEMENT

The Developer and the Township of Genoa have entered into a Planned Unit Development Agreement which is incorporated herein by reference. A Planned Unit Development Site Plan has been submitted by the Developer and has been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses that will be permitted and which may be developed on the Property. The Township has found and concluded that the uses and future development plans and conditions shown on the approved Planned Unit Development Site 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.

The terms of the PUD Agreement involve land use authorization and standards, internal road network requirements, drainage system requirements, site improvements, landscaping, utilities and restrictions with respect to the Nature Preserve of open and undeveloped land and the Conservation Area all within the Condominium Premises.

By accepting title to a Unit in the Project (or accepting a mortgage on a Unit), the Co-owners (and Mortgagees) agree to be bound by the terms and conditions of the PUD Agreement and the schedules attached thereto. A copy of the PUD Agreement is available upon request.

**HEALY HOMES AT SUMMERFIELD L.L.C.**  
**a Michigan limited liability company**

By: \_\_\_\_\_  
Jack Healy

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF LIVINGSTON )


On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the foregoing Master Deed was acknowledged before me by \_\_\_\_\_ of Healy Homes at Summerfield L.L.C., a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_

DRAFTED BY AND WHEN RECORDED RETURN TO:

Gregory J. Gamalski, Esquire  
Maddin, Hauser, Wartell, Roth & Heller, P.C.  
Third Floor - Essex Centre  
28400 Northwestern Highway  
Southfield, Michigan 48034-8004  
(248) 827-1893

417548

 is this correct  
address?

**MASTER DEED  
SUMMERFIELD POINTE ESTATES**

This Master Deed is made and executed on this \_\_\_ day of \_\_\_\_\_, 2022, by Healy Homes of Summerfield LLC, a Michigan Limited Liability Company (the “Developer”), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “Act”).

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

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

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as Summerfield Pointe Estates, Livingston County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

**ARTICLE II  
LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

[INSERT LEGAL DESCRIPTION]

**ARTICLE III  
DEFINITIONS**

9

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

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

Section 2. Association. “Association” means Summerfield Pointe Estates Home Owners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. “Bylaws” means the attached Exhibit A, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

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

Section 7. Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” means Summerfield Pointe Estates, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. “Condominium Subdivision Plan” means the attached Exhibit B.

Section 9. Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed which shall describe Summerfield Pointe Estates as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time under Articles VI and VII of this Master Deed, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent 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 the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Co-owner or Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.”

Section 11. Developer. “Developer” means Healy Homes of Summerfield, LLC, a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns including any successor developer(s) under section 135 of the Act. All successor developers under Section 135 of the Act shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. “Development and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed until one (1) year after the Developer no longer owns a Unit in the Condominium Project. For the purposes of this Section, the term “Developer” shall also mean any successor developer(s) as defined in Section 135 of the Act.

Section 13. First Annual Meeting. “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 which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean a single Unit in Summerfield Pointe Estates, as such space may be described in Article V, Section 1 of this Master Deed and on the attached Exhibit B, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall 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. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

Section 16. Mailbox Fee. “Mailbox Fee” means the \_\_\_\_\_ dollar (\$ \_\_\_\_\_) mailbox installation fee paid by each initial purchaser of a Unit from Developer in Summerfield Pointe Estates at the closing of the purchase of the Unit. The Mailbox Fee is in addition to other fees and assessments to be paid to Developer at the closing of a Unit.



Section 19, ?

The connection to Aster was established with the original site plan.

Section 17. PUD Agreement. “PUD Agreement” means that certain Summerfield Pointe Planned Unit Development Agreement by and between the Township and Developer’s Predecessor in interest, dated April 19, 2002, recorded in Liber 3533, Page 0900, Livingston County Records, as amended by that certain First Amendment to Summerfield Pointe Planned Unit Development Agreement, recorded, or to be recorded in the Livingston County Records, which sets forth requirements from the Township in relation to the zoning and development of the Project. All Co-Owner’s acknowledge and agree that the Condominium is subject to the terms and conditions of the

Section 18. Future Aster Boulevard Easement. “Future Aster Boulevard Easement” means ~~that means~~ the future easement and permission that Developer or the Association will grant to the neighboring property owner to the west of the Condominium to connect to the Roads in Summerfield Pointe via Aster Boulevard. Developer, and the Association, if after the Transitional Control Date, shall grant the Future Aster Boulevard Easement in accordance with the terms of the PUD Agreement ~~as prescribed by the Township~~. In the event that the road connecting Summerfield Pointe Estates and the neighboring property via Aster Boulevard is installed, the Condominium, Association and Co-Owners shall have the right to utilize the future roads to be located on the neighboring property. Once construction of the Future Aster Boulevard Easement is complete, the portion of Aster Boulevard located wholly within the Project will be considered part of the Roads in the Condominium and will be maintained by the Association pursuant to this Master Deed. The location of the Future Aster Boulevard Easement is shown on the Condominium Subdivision Plan attached as Exhibit B hereto.

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

#### ARTICLE IV COMMON ELEMENTS

This master deed should grant access to the Summerfield Roads for the other connecting neighborhoods. Not sure how this deed can give rights to other project roads.

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II above, including the roads located within the Condominium (only until dedicated to the public and if requested or required by the Charter Township of Genoa), and other common areas, if any, not identified as Limited Common Elements.
- (b) Electrical. The electrical transmission lines and transformers throughout the Project, up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings.
- (c) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.
- (d) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.
- (e) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(f) Storm Drainage System. The storm water drainage system including detention ponds and appurtenances throughout the Project.

(g) Entrance Areas. The entrance areas to the Condominium as shown as General Common Elements as the Condominium Subdivision Plan.

(h) Sanitary Sewer System. The sanitary sewer system throughout the Project up to the point of lateral connection for service to Units and dwellings.

(i) Water Service System. The water service system and water mains throughout the project up to the point of lateral connection for service to Units and dwellings.

Are the sidewalks proposed within the ROW?

(j) Sprinkler System. Any sprinkler system(s), if and when installed, by the Developer to serve general common lawn areas shall be General Common Elements to be maintained, repaired and replaced by the Association.

(k) Sidewalks. The sidewalks, walking paths and bike paths within the Condominium Project, contained within the road rights of way in the Project, a General Common Element. ~~The sidewalks, if any, along any public road adjoining the Project on Nine Mile Road are also General Common Elements (but only to the extent that they are within the Project boundaries); however, the sidewalks, walking paths and bike paths may be dedicated to the public in the future by the Developer and in that event the sidewalks will no longer be Common Elements and will not be part of the Project. There is no absolute promise that dedication of the sidewalks will take place and this dedication may be made by the Developer without the consent of any Co-owner.~~

(l) Landscaping. All landscaping, if any, installed by the Developer on the Entrance Areas or on any other area constituting a General Common Element.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project, including all open spaces and storm water detention facilities and appurtenances.

Section 2. Limited Common Elements. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant.

(a) Utility Service Leads. Any utility service leads which connect any utility lines of any sort located within the Common Elements of the Project to any dwelling shall be Limited Common Elements limited in use to the Unit(s) which they serve.

(b) Driveways and Walks. Driveways and walks are Limited Common Elements serving the Units as depicted on the Condominium Subdivision Plan are limited in use to the Units which they serve.

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

(a) Co-owner Responsibilities.

- (1) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided with respect to exterior maintenance of dwellings, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling as a Limited Common Element (such as driveways, walks, utility leads, decks, and air conditioner compressors and pads), shall be borne by the Co-owner of the Unit which is served by such Limited Common Elements; provided, however, that the exterior appearance of such dwelling, the Units and appurtenant Limited Common Elements, to the extent visible from any other dwelling, Unit or Common Element in 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.
- (2) Utility Services. All costs of electricity, water (including irrigation costs) and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the Co-owner of the Unit to which such services are furnished.
- (3) Landscaping. Each Co-owner shall be responsible for the initial installation of landscaping in his or her Unit and the yard area appurtenant to the Unit. Co-owners shall be responsible for and bear the costs of replacement of all landscaping installed in their respective Units and yard areas, including lawns. General Common Element landscaping installed by the Developer shall be maintained, repaired and replaced by the Association

(b) Association Responsibility for Units and Common Elements: Exterior Maintenance of Dwellings/Residence on Units.

- (i) The Association shall be responsible for routine maintenance and repair, but not replacement of the exteriors the residences built within the Units. 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. As required under the Act, The Association is responsible for maintenance, repair and replacement of all General Common Elements.
- (ii) Notwithstanding any other provisions of the Condominium Documents to the contrary, the Association is responsible for the routine exterior maintenance of the dwellings or residences located on Units. The Association undertake exterior building maintenance, roof shingle repair and replacement (but not including underlayment sheets or other roof structural elements), exterior painting, caulking, siding maintenance, regular lawn cutting and edging and maintenance of lawns. However all windows, doors, and garage door, doors, decks (if any) and patios (if any) shall be maintained, repaired and replaced by the Co-Owners of the Unit, not the Association.
- (iii) The Association shall also be responsible for maintaining Common Element open space of the Condominium Project immediately adjacent to the single family

inconsistent with previous provision for common areas, see section 1(j)

Planting

patios and lawn areas within Units. Planting beds, if any shall be installed and maintained by the Co-Owners of Units, not by the Associations.

(iv) The Association shall undertake snow removal from walks and driveways.

(v) The Co-owners of Units shall solely be responsible for all cost of irrigation and irrigation systems, including maintenance repair and replacement as their individual cost and expense.

(vi) The Association shall not be responsible for maintenance, repair or replacement of decks or patios or other landscaping hardscape on Units which are the responsibility of the Co-Owners of Units.

(vii) The Association shall not be responsible for irrigation of lawns and landscaping on Units.

(viii) The Association's maintenance responsibilities for Units do not include the cost of insurance which is the responsibility of the individual Co-Owners of Unit.

(ix) Notwithstanding the Association's maintenance obligations in Section 3(c) the cost of replacement of any part of the dwelling or residence and the cost of replacement (rather mere maintenance) of the landscaping shall be borne by the Co-Owners of Units as their individual responsibility and expense.

pointe

(c) Maintenance Until Dedicated; Roads. The roads referred to in Article IV, Section 1(a) above will be maintained, replaced, repaired and resurfaced as necessary by the Association or the condominium association for the neighboring Summerfield Point unless and until dedicated and accepted by the Road Commission for Livingston County. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs until dedication occurs. The Association shall not be responsible for the maintenance, repair or replacement of the driveways which serve the Units. The costs of the foregoing maintenance, repair, replacement and resurfacing by the Association or the neighboring condominium association for Summerfield Point shall be assessed to the Co-Owners in Summerfield Pointe Estates on a pro-rata basis based on the number of Units in Summerfield Pointe Estates and Summerfield Pointe. Co-Owners acknowledge and agree that they will be subject to assessments relating to Article XIII and the cost sharing with the neighboring community and as required under the PUD Agreement.

(d) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

(e) Sprinkling Systems for Entrance Ways. The Association shall be responsible for the repair, replacement and maintenance of any of the sprinkler systems within the entrance ways and the cul-de-sac islands including all electrical appliances such as (if installed) pumps, timers and controls which operate the system, if and when installed wherever they may be located.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common Elements only to the extent

The roads will not be dedicated or accepted by the Road Commission. These references can be deleted.

whatsoever?

of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sanitary, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

**ARTICLE V  
UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND  
CO-OWNER RESPONSIBILITIES**

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Summerfield Pointe Estates, as prepared by Desine, Inc. and attached to this Master Deed as Exhibit B. As of the date of this Master Deed, there are 43 Units in the Condominium. Each Unit shall consist of the space located within Unit boundaries as shown on the attached Exhibit B and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the Charter Township of Genoa. All dwellings must be constructed within the Units as depicted on Exhibit B. The Units are numbered consecutively from 1 to 43.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Summerfield Pointe Estates shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. ~~The total value of the Project is 100%.~~

**ARTICLE VI  
EXPANSION OF CONDOMINIUM**

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed consisting of forty-three (43) Units is intended to be a multiphase expandable project which maybe be expanded to up to 102 Units total. The land on which additional Units maybe be created is described as:

**[INSERT LEGAL DESCRIPTION]**

(the "area of future development").

The Township is not agreeing to any expansion. This Article is confusing.

Additionally the Developer has reserved the right to withdraw land as provided under Article VII, below and as provided under the Act. Any such withdrawn land shall be deemed also to be an area of future

Any amendments need Township approval. Changing portions of Articles III, IV should be added to the list, and inconsistent with Article

development which may be re-incorporated in the Condominium Project. is an “area of future development”.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the area(s) of future development maybe be incorporated in the Condominium Project, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, by addition or re-incorporation into this Condominium of any portion of the area of future development and the development of residential Units thereon. The location, nature, appearance, design and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Charter Township of Genoa. All such improvements shall be reasonably compatible with the existing development in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion and Re-Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to expand or re-expand the Condominium Project and the Developer may, in its discretion, establish all or a portion of the area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand or re-expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Develop add or re-incorporate any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. Charter Township of Genoa Approval Required. Any amendments under Articles VI through XI of this Master Deed are subject to the approval of the Charter Township of Genoa at its discretion. The rights set forth in Articles VI through X are incorporated in this Master Deed for the purpose of providing the Developer and the Charter Township of Genoa reasonable flexibility to amend the Project Documents should appropriate circumstances arise. .

Section 5. Expansion Under Section 36, Condominium Act. As provided under Section 36 of the Act, MCL 559.136, undivided interests in land may be added to the Condominium Project as common elements and with respect any such land added Co-owners may be tenants in common, joint tenants, or life tenants with other persons. A Condominium Unit shall not be situated on the lands. The Master Deed, or any amendment to Master Deed of the Condominium project shall include a legal description of the land added under this Section 6 and shall describe the nature of the Co-owners’ estate in it.

**ARTICLE VII  
CONTRACTION OF CONDOMINIUM**

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of forty-three (43) Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II, except that in no event may the Project consist of fewer than two (2) Units, being Units 1 and 2 as they are depicted on Exhibit B attached hereto. Furthermore, any land re-incorporated added under Article VI above shall be deemed to be part of the contractible area under Article VII (the “contractible area”).

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number

does not comply with MCL 559.133 requirements


determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000.

## **ARTICLE VIII CONVERTIBLE AREAS**

does not comply with  
MCL 559.131



Section 1. Designation of Convertible Areas. All Units and Common Elements are hereby designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified or created.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element, including the creation or elimination of Units or Common Elements.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

## **ARTICLE IX OPERATIVE PROVISIONS**

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of 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 and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such

readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. 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, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Units; Plans. The Developer further reserves the right to amend and alter the Units described in the Condominium Subdivision Plan attached hereto as long as any Unit so altered has not be sold at the time the alteration is made. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, subject to approval of the Charter Township of Genoa. All improvements shall be reasonably compatible with the existing improvements in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. 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 Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney 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 re-recording 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.

Section 6. Charter Township of Genoa Approval Required. Any amendments under Articles VI through IX of this Master Deed are subject to the approval of Charter Township of Genoa at its discretion. The rights set forth in Articles VI through IX are incorporated in this Master Deed for the sole purpose of providing the Developer and Charter Township of Genoa reasonable flexibility to amend the Project Documents should circumstances arise.

**ARTICLE X  
SUBDIVISION, CONSOLIDATION  
AND OTHER MODIFICATIONS OF UNITS**

Although it is recognized that at the time of the recording of this Master Deed, the size of the Units may make it impractical to subdivide, consolidate, or modify the boundaries of Units, notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided,



consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, applicable zoning laws and regulations in effect in the Charter Township of Genoa at the time, and this Article and only with the approval of the Charter Township of Genoa and any required review process. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the approval of Charter Township of Genoa, if required under local ordinances, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

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

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. Subject to the approval of the Charter Township of Genoa, if required under local ordinances, one or more Co-owners may undertake:

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association and the Developer during the Development and Sales Period and further subject to the applicable zoning regulations then in effect in Charter Township of Genoa. Upon receipt of such request and submission of evidence that the Charter Township of Genoa has approved of the proposed division, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Livingston County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request and submission of evidence that the proposed consolidation of Units has been approved by the Charter Township of Genoa, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value if necessary, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Livingston County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article X.

## **ARTICLE XI EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of an improvement, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium. The Developer and the Association also hereby reserve easements within General Common Elements for the purpose of construction and maintenance of entry markers or signs identifying the Condominium by name. The size, design and precise location of such markers or signs shall be at the sole discretion of the Developer and the Association shall be responsible for the maintenance, repair and replacement thereof.

Section 2. Easements and Right to Dedicate Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the

not sure what this is saying, but inconsistent with earlier provisions that the Township's approval is needed.

Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it or its successors and assigns and also for purposes of access to any adjoining land which may now be owned by the Developer and to other residential projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article, and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of said main service roads and any portion of said area of future development or any adjoining land which may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All expenses of maintenance, repair, replacement and resurfacing of any main service road shall be borne by all residential developments the means of access to a public road of which is over such road. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of the above expenses with respect to each main service road which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of completed dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other completed dwelling units in developments the means of access to a public road of which is over such main service road. Developer may, by a subsequent instrument, prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Notwithstanding the foregoing, Developer recognizes its responsibility to restore the main service road and install the top course of asphalt within three (3) months of the issuance of the first certificate of occupancy, weather permitting for the first residence but in all events no later than November 30, 2016.

(b) Dedication to the Public. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Summerfield Pointe Estates, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. While contemplated the decision to accept dedication is in the hands of the Road Commission of Livingston County and the Developer cannot guarantee acceptance by the Road Commission. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in Livingston County Register of Deeds. ALL CO-OWNERS SHOULD TAKE NOTE THAT NOTWITHSTANDING THE PROVISIONS STATED HERE ACCEPTANCE OF A DEDICATION IS A DECISION SOLELY WITHIN THE DISCRETION OF THE PUBLIC BODY WITH JURISDICTION OVER ROADS AND THE REQUIREMENTS OF THE LOCAL PUBLIC AUTHORITIES. It is very unlikely the roads will be accepted by Livingston County.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII and any adjoining land thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility

mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land which may be owned by Developer that are served by such mains.

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

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements (including dedication of the sidewalks), licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes, as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby. Developer, or the Association, if after the Transitional Control Date, shall have the right to grant the Future Aster Boulevard Easement. All Co-Owners acknowledge and agree that the Roads in Summerfield Pointe shall connect to the neighboring property and the neighboring property may utilize the Roads in Summerfield Pointe.

Section 4. Association Right to Dedicate Public Rights-of-Way; Make Other Dedications, and Act Upon Special Assessment Proceeding. The Association, upon expiration of the Development and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways or sidewalks in Summerfield Pointe Estates, shown as General Common Elements in the Condominium Subdivision Plan provided that such dedication meets all of the requirements of the local public authority. Furthermore the Association has the right to make any and all other public dedications which are required by any local Unit of government having jurisdiction over the Condominium Project. There is no promise that any such dedication will ever take place, notwithstanding the reservation of this right. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in Livingston County Register of Deeds. The Association shall further be empowered, at any time, to execute petitions for and to act on behalf of all Co-owners in

any statutory proceedings regarding special assessment improvements of the roadways or drainage systems in the Condominium. Consistent with Section 131 of 1978 Public Act 59 as amended (MCL 559.231) the Association shall be vested with the power to sign petitions requesting establishment of a special assessment district pursuant to any provisions of applicable Michigan statutes for improvements of public roads within or adjacent to the condominium premises upon approval by and affirmative vote of not less fifty-one percent (51%) of the Co-owners of that own Units within the special assessment district. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. **ALL CO-OWNERS SHOULD TAKE NOTE THAT NOTWITHSTANDING THE PROVISIONS STATED HERE ACCEPTANCE OF ANY DEDICATION IS A DECISION SOLELY WITHIN THE DISCRETION OF THE PUBLIC BODY WITH JURISDICTION OVER ROADS.**

Section 5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium including without limitation an easement over all Units for maintenance, repair and replacement of lawn sprinkling systems and related controls, clocks, meters and valves; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his or her Unit unless otherwise provided herein, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his or her Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and

Genoa Township does not want to get involved in making repairs or going through this process?

to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit within the Project. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Charter Township of Genoa, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by Charter Township of Genoa service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Maintenance and Repair of Storm Drainage System and Common Elements by Charter Township of Genoa in the Event of Default by the Association or the Developer. In the event that the Developer or Association shall at any time fail to maintain or repair the Storm Drainage System or Common Elements, the Charter Township of Genoa may serve written notice upon the Developer, its successors and assigns, setting forth the deficiencies in maintenance and/or repair. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the Township, or such other body or official delegated by the Charter Township of Genoa for the purpose of allowing the Developer, its successors and assigns to be heard as to why the Charter Township of Genoa should not proceed with the maintenance and/or repair which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Charter Township of Genoa, or other body or official designated to conduct the hearing, shall determine that maintenance and/or repair have not been undertaken within the time specified in the notice, the Charter Township of Genoa shall thereupon have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or repair as reasonably found by the Charter Township of Genoa to be appropriate. The cost and expense of making and financing such maintenance and/or repair, including the cost of notices by the Charter Township of Genoa and reasonable legal fees incurred by the Charter Township of Genoa, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Developer, its successors and assigns, and such amount shall constitute a lien on an equal pro rata basis as to all of the condominium units on the property. The Charter Township of Genoa may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer, its successors and assigns or Association, all unpaid amounts may be placed on the delinquent tax roll of the Charter Township of Genoa, pro rata, as to each condominium Unit, and shall accrue interest and penalties, and shall be collected as and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Charter Township of Genoa, such costs and expenses may be collected by suit initiated against the Developer, its successors and assigns, and, in such event, the Developer, its successors and assigns, or Association shall pay all court costs and reasonable attorney fees incurred by the Charter Township of Genoa in connection with such suit.

that may be an illegal tax

or the Charter  
Township of Genoa

Developer's obligation under this Section 8 shall end after transfer and acceptance of the maintenance and repair obligations by the Summerfield Pointe Estates Condominium Association.

## ARTICLE XII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee, Mortgage Insurer and Mortgage Guarantor Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgagee insurers or mortgage guarantors, then such amendments shall require the approval of 66-2/3% of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one vote for each mortgage held. No more than one vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and mortgagees, allocating one vote for each unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendment by Association Board of Directors. The right is further reserved to the Board Directors of the Association, after the Construction and Sales Period ends, to make amendments to the Master Deed and Bylaws without the consent of mortgagees or the Co-owners as long as the amendments do not materially change the rights of the Co-owners and subject only to the provisions of Section 90(1) of the Act. For the purpose of this Section 8 an amendment that does not materially change the rights of a co-owner or mortgagee includes, but is not limited, to modifications of Common Elements and appurtenant Limited Common Elements, provisions related to insurance, reconstruction, maintenance,

this is nonsensical

repair and replacement, fines, fees, and changes or additions related to health, safety and welfare of the Co-owners and occupants, or the operation and administration of the Condominium Project generally, and by accepting title to a Unit a Co-owner agrees that all such amendments do not materially change a Co-owner's rights.

Section 8. Approvals by Municipality; Open Space and General Common Elements. No amendment may be made to the Master Deed which affects any approvals granted by the Charter Township of Genoa unless the proposed amendment has been approved in writing by the Charter Township of Genoa and the approval is indicated on the amendment as recorded. The open space areas and General Common Elements shall not be modified by the Charter Township of Genoa as set forth on the approved site plan without the prior written consent of the Charter Township of Genoa granted or withheld on its sole consent.

Section 9. Developer Responsibility. The Developer shall remain responsible for maintenance of General Common Elements until either responsibility is assumed by the Road Commission for Livingston County, as may be applicable, or until the Transitional Control Date.

Section 10. Open Space Preserved. General Common Element open spaces set forth on the Condominium Subdivision Plan and as approved by the Charter Township of Genoa shall remain as open spaces and may be developed only as provided in the approved site plan.

**ARTICLE XIII  
ASSIGNMENT**

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

**ARTICLE XIII**

Lawson

**ADJOINING SUMMERFIELD POINTE CONDOMINUM**

Section 1. Easement Rights. The Condominium Project benefits from certain access and utility easement rights granted pursuant to the Article X, Section 2 of the Master Deed of Summerfield Pointe as recorded in Liber 4218, Page 874, Livingston County Records, Livingston County Condominium Subdivision Plan No. 295

Section 2. Joint Maintenance of Summer Ridge Drive and Lawton Road. The Condominium Project adjoins Summerfield Pointe and the two condominium projects jointly use certain roads such as Summer Ridge Drive East and the portion of Lawton Road which is not dedicated to the public. Summerfield Pointe Association, the administrator of Summerfield Pointe, is generally responsible for the maintenance, repair and replacement of those roads and Summerfield Pointe Estates Association shall reimburse Summerfield Pointe Association for a proportionate share of the reasonable costs of maintenance, repair and replacement, such as snow removal, pavement repair and replacement, and maintenance of associated berms, open space and roundabout infrastructure ("Road Maintenance Costs"). However Summerfield Pointe Estates and Summerfield Point Estate Association shall not otherwise other share in the expenses of administration of Summerfield Pointe's common elements or project administration and likewise Summerfield Pointe and Summerfield Point Association shall not share in the expenses associated with the common elements and administration of Summerfield Pointe Estates. Each condominium project



will be otherwise responsible for maintenance of the common elements within their respective condominium projects.

Section 3. Expense Percentage. Summerfield Pointe Associations shall pay 27% of the Road Maintenance Costs as its proportionate share. The proportionate share of the Road Maintenance Costs shall be and expense of administration of the Condominium Project.

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[Signature on Following Page]



**EXHIBIT A**  
**SUMMERFIELD POINTE ESTATES**  
**BYLAWS**

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**ARTICLE I  
ASSOCIATION OF CO-OWNERS**

Summerfield Pointe, a residential Condominium Project located in the Charter Township of Genoa, Livingston County, Michigan, shall be administered by an Association of Co-Owners which shall be a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-Owners, prospective purchasers, mortgagees 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.

**ARTICLE II  
ASSESSMENTS**

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the 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. All Co-Owners acknowledge and agree that assessment shall include any charges related to the cost-sharing with the neighboring communities as further described in Article XIII of the Master Deed.

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

(a) Budget; Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular 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 reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to 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 decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding three thousand (\$3000.00) dollars annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding three thousand (\$3000.00) dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, that shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Assessment as Security for Association Indebtedness. A special assessment approved above may be used by the Association as security for loan approved by the Board of Directors and 60% of all of the Co-Owners in number and in value and may be pledged to creditor for the purposes of securing such a loan. The creditor in that instance may enforce that assessment by collecting individually (not jointly and may exercise such rights as the Association may have to collect the assessment under this Section 2(c).

(d) Apportionment of Assessments. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with each Co-Owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-Owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Development and Sales Period as defined in the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the Development and Sales Period, pay a proportionate share of the Association's

current maintenance expenses, (limited to grass cutting and snow plowing only), including administration costs actually incurred from time to time based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Development and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessments or payment of any expenses whatsoever with respect to Units not completed, notwithstanding the fact that such Units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer, to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs, or other claims against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim, or any similar or related costs. "Occupied Unit" shall mean a Unit with a structure used as a residence on it. A model home is not to be considered as an "Occupied Unit." "Completed Unit" shall mean a Unit with a dwelling constructed upon it that has been issued a final certificate of occupancy by the ~~Charter Township of Genoa.~~

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed fifty (\$50.00) dollars per installment may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX of these Bylaws, levy fines for late payment of assessments in addition to such late charge. Each Co-Owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all assessments (including interest, late charges and fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit that may be levied while such Co-Owner is the owner thereof, except a land contract purchaser from any Co-Owner, including Developer, shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to, and including, the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. A Co-Owner in default of his or her monetary obligations to the Association shall not be eligible to run for the Board of Directors or to be appointed as an officer. Any officers or Directors in default of a payment obligation to the Association may be removed from their office, failure to pay dues being deemed just cause for removal.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association that remain unpaid, including, but not limited to, regular assessments, special assessments, interest, 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(s) and upon the proceeds of sale thereof. Any such unpaid sum(s) shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, interest, fine or late 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 and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intention to do so. 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 so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner or any persons claiming under the Co-Owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX 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 in these Bylaws by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of Co-Owner(s), a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, late charges, fines, costs, attorney's 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 commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-

day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-Owner and shall inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself to the extent provided by the Act. The Association may charge a reasonable fee for providing the statement, not to exceed \$100.00, plus any fee charged by the management agent.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project that comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time such holder receives a Sheriff's Deed. Such mortgagee or the purchaser of the Unit at the foreclosure sale shall be obligated for assessments as of the date of the Sheriff's Deed or deed in lieu of foreclosure. However parties foreclosing, (or taking deeds in lieu of foreclosure) of second or other junior mortgages DO NOT take title or possession free of any unpaid assessments or charges and the holder of second and other junior mortgages are responsible for all Associations assessments if they foreclose or take deed in lieu of foreclosure. The Association may, in its discretion, notify any mortgagee of a Co-Owner's default under the Condominium Documents.

Section 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 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 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**ARTICLE III  
ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS**

In the event of a dispute between the Association and a Co-Owner other than the Developer, or a dispute or any claims or grievance between the Co-Owners related to the application or enforcement of any Condominium Documents, any party to the dispute may demand the dispute be resolved arbitration as provided under Section 54(8) of the Act (“Alternative Dispute Resolution” or “ADR”).

Section 1.        Demand and Election.

(a)        Section 54(8) of the Act provides in part:

“The Bylaws shall contain a provision providing that arbitration if disputes, claims and grievances arising out of or relating to the interpretation of the application of the condominium document or arising out of disputes among or between Co-Owners shall be submitted to arbitration and that parties to the dispute claim or grievance shall accept the arbitrator decision as final and binding...”

(b)        If the demand for Alternative Dispute Resolution is made, no lawsuit may be commenced in any court.

Section 2.        Rules. The commercial arbitration rules of the American Arbitration Association (or any recognized successor or equivalent of the American Arbitration Association should it no longer exist) shall govern arbitration proceedings if arbitration is elected. The rules of a qualified mediation service shall govern mediation proceedings, including mediation conducted by a mediator not affiliated with such a service.

Section 3.        Attorney Fees and Costs. Unless the mediation or arbitration rules specifically provide to the contrary, the prevailing party, as determined by the mediator or arbitrator, shall be reimbursed for its actual costs and attorney fees as part of any award.

Section 4.        Enforcement. The decision made in any Alternative Dispute Resolution forum shall be enforceable in circuit court (or district court if a monetary award is below the circuit court jurisdictional amount).

Section 5.        Lien Claims Not Subject to ADR Election; Not Applicable to Developer. Disputes related to assessments and liens for assessments may not be subjected to the provisions of this Article, including contests of the lien or any subsequent foreclosure proceedings, except with the consent of the Association, which may be withheld in the Association’s absolute and sole discretion. The consent of the Association in that circumstance must be in writing. The provisions of Sections 1 through 4 above shall not apply to disputes between the Association and the Developer or between a Co-Owner and the Developer unless the Developer has consented to be subject to these provisions in writing.

Section 6.        Co-Owner Approval for Civil Actions Against Developer; Election of Remedies.

(a)        Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds (66 2/3%) percent of all Co-Owners and notice of such proposed action must be given in writing to all Co-Owners in accordance with Section 8 through 19 below. Such vote may only be

taken at a meeting of the Co-Owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII, Section 5.

(b) Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Court.

Section 7. Not Applicable to Title Claims. Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

Section 8. Actions on Behalf of or Against Co-Owners. Actions on behalf of and against Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium.

Section 9. Commencement of Civil Actions. Other than lawsuits against the Developer covered by Article II, Section 6 above requiring consent of 66 2/3% of the Co-Owners, as provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a 60% in number and in value of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article are intended to ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 10. Board of Directors' Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed and supervising and directing any civil actions that are filed.

Section 11. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(a) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (1) it is in the best interest of the corporation to file a lawsuit;
- (2) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specifically assessed against each Unit in the Condominium to fund the estimated cost of the civil action in both total and on a monthly per Unit basis, as required by this subsection.

Section 12. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the Co-Owners with the written notice of the litigation evaluation meeting.

Section 13. Fee Agreement with Litigation Attorney. The corporation shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the corporation's written notice to the members of the litigation evaluation meeting.

Section 14. Co-Owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the proposed litigation attorney. Furthermore, the commencement



of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of 66 2/3% in value of members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 15. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 8 through 18 of this Article shall be paid by special assessment of the Co-Owners (“litigation special assessment”). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney’s estimated total cost of the civil action. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 16. Attorney’s Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report (“attorney’s written report”) to the Board of Directors every thirty (30) days setting forth:

(a) The attorney’s fees, the fees of any experts retained by the attorney, and all other costs of litigation during the 30-day period immediately preceding the date of the attorney’s written report (“reporting period”);

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period;

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions;

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney’s estimated total cost of the civil action;

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 17. Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney’s written report.

Section 18. Changes in the Litigation Special Assessment. If at any time during the course of a civil action the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board shall call a special meeting of the Co-Owners to review the status

of the litigation and to allow the Co-Owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to the Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### **ARTICLE IV INSURANCE**

Section 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 insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence) and including the Charter Township of Genoa endorsed as an additional named insured, officers' and directors' liability insurance, and workers' compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the insurance premiums, to collect proceeds and to distribute them to the Association, the Co-Owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-Owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-Owners. Each Co-Owner shall be obligated and responsible for obtaining fire insurance, extended coverage, and vandalism and malicious mischief endorsements with respect to the building and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and its appurtenant Limited Common Elements and for his or her personal property located therein or thereon or elsewhere in the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-Owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-Owner hereunder. In the event of the failure of a Co-Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance (but is under no obligation whatsoever to do so) on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-Owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit and affecting appurtenant Limited Common Elements or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-Owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-Owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-Owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-Owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date, which notification shall include a description of the coverage and the name and address of the insurer. Each Co-Owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-Owners may obtain supplementary insurance, but in no event shall any such insurance coverage undertaken by a Co-Owner permit a Co-Owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-Owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-Owner does or permits anything to be done or kept on his or her Unit that will increase the rate of insurance each Co-Owner shall pay to the

Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-Owner responsible for such activity or condition.

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

Section 5. 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 attorneys' fees, which such 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 such individual Co-Owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner, however.

all applicable zoning, building and regulatory requirements

## ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired subject to ~~the requirements of the Charter Township of Genoa.~~

(b) Unit or Improvements on the Unit. If the damaged property is within a Unit, is a Limited Common Element or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-Owner shall in any event remove all debris and restore his or her Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-Owner has failed to repair, restore, demolish or remove the improvements on the Co-Owner's Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-Owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such

reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-Owner's entire Unit is taken by eminent domain, such Co-Owner and his or her mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 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 Condominium Units pursuant to their mortgages in the case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National

Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they 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 Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand (\$1,000.00) Dollars. Furthermore, the Association may, but is not obliged to, inform any such lender of such damages or condemnation actions.

Section 8. Co-Owner Maintenance of Unit and Limited Common Elements. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or common elements which are the responsibility of the Co-Owner to maintain, repair and replace, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof. Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof. The Co-Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

## **ARTICLE VI ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions and Charter Township of Genoa ordinances. **The Condominium Project is an expandable project which may contain if fully expanded up to 108 Units. References to Units numbered 15-108 are to Units which maybe be added in the future.**

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. No building intended for other uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on or within any Unit.

Section 2. Leasing and Rental.

This doesn't make sense. It should just be non-expandable and 102 single family units.

(a) Right to Lease. A Co-Owner may lease his or her Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy said Unit except under a lease, the initial term of which is at least one (1) year (however, this one-(1) year restriction on the length of the lease shall only apply after the Development and Sales Period has ended), unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-Owner desiring to rent or lease a Unit shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

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

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

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

(4) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-owner occupant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant or non-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-

the Livingston  
County Drain  
Commissioner

Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant or non-owner occupant.

Section 3. Drainage. The grade of any Unit in the Condominium may not be changed from the Grading Plan prepared by the Developer and approved by the ~~Charter Township of Genoa~~. The Grading Plan may be subsequently amended from time to time as conditions require and subsequently approved by the ~~Charter Township of Genoa~~. It shall be the responsibility of each Co-Owner to maintain the surface drainage grades of his or her Unit as established by the Developer. Each Co-Owner covenants that he or she will not change the surface grade of his or her Unit in a manner that will materially increase or decrease the storm water flowing onto or off of his or her Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and shall charge the costs of the correction to the Co-Owner and such costs shall be a lien upon the Unit.

Section 4. Alterations and Modifications. No Co-Owner shall make any alterations in the exterior appearance of his or her dwelling or make changes in any of the Common Elements, limited or general, without the express written approval of the Association (and the Developer during the Development and Sales Period). No Co-Owner shall in any way restrict access to or tamper with any pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service other Units, the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachment of any nature that restricts such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done that may be or become an annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time, and disputes among Co-Owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her dwelling, on his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities that are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Architectural Control. All residences in the Summerfield Pointe Estates Condominium shall conform to the Architectural and General Site Design Guidelines and no construction may take place prior to obtaining required permits and approvals from the Charter Township of Genoa. Further, the Developer shall establish an Architectural Control Committee to review any plans and specifications, and to make recommendations regarding the proposed construction. Following the conclusion of the Development and Sales Period, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association. No residence, building, structure or other improvement, including but not limited to decks and patios, shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing residences, buildings, structure or improvement, unless plans and specifications therefore, containing such detail as the Developer and the Architectural Control Committee may reasonably request, have been first approved in writing by the Developer during the Development and Sales Period, and by the Architectural Control Committee thereafter. The Developer, or Association, as applicable, shall have

and the Livingston  
County Building  
Department



the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

Section 2. No liability. In no event shall either the Developer or the Association have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example but not limitation, there shall be no liability to the Developer or the Association for approval of plans, drawings, specifications, elevations or the residences, fences, walls, or other structures which are not in conformity with the provisions of the Condominium Documents, or for disapproving plans, drawings, specifications, elevations or the residences, fences, walls, or other structures which are arguably in conformity with the provisions hereof.

Section 3. Architectural and General Site Design Guidelines. The following Architectural and General Site Design Guidelines:

1 & 2 have the same restrictions. Consolidate into 1 item.

(a) Minimum Dwelling Unit Size. The minimum size of dwellings shall be as follows:  
(1) Units 1-43, inclusive, shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow;

(2) Units 44-102, inclusive, shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow.

(b) Setbacks. Setbacks for residences on Units are as follows:

(1) The following setbacks are applicable for Units 1-43, inclusive, and 44-102, inclusive:

(i) Front yard: 30 feet from back of curb;

(ii) Side yard: minimum 9 feet one side and 5 feet on other side

(iii) Minimum 14 feet between residences.

(iv) Rear yard setback of 30 feet.

PUD also says 20' from back side of sidewalk.

Why separate the units when the restrictions are the same?

(c) Height. Building height will not exceed 35 feet, measured as specified in the Zoning Ordinance (the vertical distance measured from the established grade to the average height between the eaves and ridge for a gable roof).

(d) Exterior Materials. The materials used on exterior walls of all residences shall be a combination of brick, stone, wood, vinyl siding. Aluminum gutters, downspouts and flashing shall be permitted as well as copper roofing materials on bays. Texture T 1-11 and aluminum siding are prohibited. Window and house trim shall be wood, vinyl clad wood, aluminum clad or vinyl. Exposed foundations are allowed.

Sidewalks along roadways shall be concrete.

(e) Driveways and Sidewalks. Driveways shall be constructed of asphalt, brick pavers or concrete. Sidewalks shall be constructed of brick pavers or concrete.

(f) Exterior Colors; Unit 1-9 Elevations Harmony With Adjoining Summerfield Pointe Attached Condominium; Generally Applicable Architectural Requirements for Units 1-9.

(1) Exterior colors must be natural and subdued. Proposed stain colors shall be submitted to the Developer for approval prior to application.

(2) Units 1-9 exterior color. The exterior colors of Units 1-9 are to match existing attached condominiums in Summerfield Pointe as close as possible subject to availability of materials: (1) Brick Kingsmill Cadillac Queens; (2) shingle Weatherwood by Landmark; (3) trim Navajo White; (4) vinyl siding Sunset Tan by Hamilton; and (5) windows: beige.

(3) Units 1-9 Elevations. The front elevations of Units 1-9 shall be generally harmonious and architecturally reasonably compatible with the existing attached housing units located in the adjoining Summerfield Pointe Condominium, subject to current code requirements, Genoa Township ordinance and availability of materials. And exact match is not required.

(4) Garage lights Unit 1-9. Units 1-9 must have lights on front of garage to act as street lights and be on photo sensor maintained by homeowner.

(g) Guidelines for Units. The following requirements are imposed to create and maintain a generally harmonious appearance between residences and the units in the existing adjoining attached condominium project called Summerfield Pointe.

(1) Items allowed with approval

in rear yard

- i. Play structures
- ii. Swimming pools
- iii. Fire pits
- iv. Satellite dishes.
- v. Holiday decorations,
- vi. Decks and Patios.
- vii. Flags.
- viii. Portable basketball backboard.
- ix. Awnings.
- x. Flowers in hanging baskets (off deck).
- xi. Landscaping can be changed with approval.
- xii. Bird feeder in rear yard.
- xiii. Storm doors.

why have this when (s) exists?

(2) Items not allowed.

- i. Fences
- ii. Out buildings and sheds.

(h) Fences. No fences or walls shall be permitted, including without limitation privacy, outside screening, chain link and perimeter fences along property boundaries, except for fences enclosing in-ground swimming pools and required by applicable law, are allowed. Fencing of wrought iron type or similar may be allowed for pools. Notwithstanding anything herein to the contrary, all fences shall be subject to (i) Township approval and (ii) Developer approval, so long as the Developer owns any unit during the Development and Sales Period and thereafter the Association.

(i) Garages. All garages shall be attached to the dwelling. All garages shall be two, three or four car garages. All garages shall be front entrance garages. Garage doors shall be either panelized steel, panelized aluminum or wood. Garage doors may face the road. Owners are responsible for maintenance and painting of garage doors, entrance doors, and windows.

(j) Roof Material and Pitch. Roof material shall be at least 25-year three-tab architectural/dimensional asphalt shingles. No single-level flat roofs shall be permitted on the main body of any dwelling or other structure, except that flat roofs may be installed for Florida rooms, porches or patios if they are architecturally compatible with the rest of the dwelling unit. The roof pitch shall have a minimum pitch of 6 on 12 or steeper. No roofing materials may be installed without the prior written approval of the Developer and the Architectural Control Committee during the Development and Sales Period, and of the Association thereafter.

(k) Air Conditioners. No window or wall-mounted air conditioners are permitted. All exterior air conditioner equipment shall be located so as to minimize noise to adjacent homes and shall be screened by landscaping or other material if approved by the Developer and must also comply with Township ordinance requirements.

Section 9. Use and Occupancy Restrictions. In addition to the general requirements of Article VI, Sections 1 through 8, the use of the Project and its Common Elements by any Co-Owner shall be subject to the following specific restrictions:

(l) Common Areas. The Common Elements shall be used only by the Co- owners of Units in the Condominium Project and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units, and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities, or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Co-Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

(m) Basketball Hoops / Backboards. Basketball hoops and backboards may **NOT** be attached to the home or garage. Ground mounted posts must be located at least twenty (20) feet from the curb of the road adjacent to the Unit and at least one (1) foot from the side lot line of the Unit. Ground mounted posts shall be painted black and the backboard of the basketball hoop shall be transparent. Portable and/or removable hoops must be kept well maintained and enclosed in the garage when not in use.

(n) Birdbaths and Birdfeeders. Birdbaths and birdfeeders shall only be permitted in the landscaped areas of the rear yard of the Unit.

(o) Bug Lights / Zappers. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or electrical current, or which emits a humanly audible sound.

(p) Exterior Changes. No Co-Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance or structural elements of the Unit without the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Project shall be prohibited. Any Co-Owner may not make alterations, additions or improvements within the Co-Owner's Unit without such prior approval, but the Co-Owner shall be responsible for any damage to other Units, the Common Elements, or the property resulting from such alterations, additions, or improvements. Any re-painting or re-staining of the Unit or any part thereof (including doors, shutters and trim) shall require such prior approval, unless it reasonably conforms to the original colors.

(q) Exterior Lighting. Other than exterior light fixtures required by the Condominium Documents, exterior lighting shall be permitted only with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter, subject to the limitations in this paragraph. The color of any lighting, lamps or illumination shall be typical material colors or, if not, specifically approved in writing by the Developer or after the end of the Development and Sales Periods ends, the Association thereafter. Any approved lighting shall be compatible with the intensity and style of existing lighting throughout the Condominium Premises. Horizontal distribution lights such as wall packs and floodlights are not permitted. Lighting shall be focused downward, except as follows: low-voltage lighting may be permitted to upwardly illuminate the front facade of homes and landscaping provided that any element being up-lighted shall be focused and controlled to minimize spill light. Lights aimed at architectural structures shall be shielded and baffled so that the majority of the light will fall on the architectural surface. Landscape up-lights shall be focused so that the majority of the light shall fall on the trunk, structure or canopy of the trees. The majority of light shall be defined as 75% of the center beam candle power falling upon the surface. Notwithstanding anything herein to the contrary, the foregoing provision shall not be construed to prohibit lighting at the project entranceway, which shall be permitted in conformance with all applicable ordinances and subject to prior Township approval. Each house shall have one light on front of house or front of garage with photo cell or timer to be on from dusk to dawn.

(r) Firearms and Weapons. No Co-Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Co-Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, Projectiles, or devices anywhere on or about the property.

(s) Flagpoles and Flags. Flagpoles shall be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Approved flagpoles must remain within the Unit or Limited Common Elements of the applicable Unit or mounted on the garage door jamb trim, and shall not exceed 72" in length or 3/4" in diameter. Flag pole holders so-mounted shall be cast brass. Flags shall not exceed 3' by 5' in size, and shall be maintained in good repair by the Co-Owner. Subject to the foregoing restrictions regarding the installation of flagpoles and the size of approved flags, each Co-Owner shall otherwise have the right to display a single United States flag anywhere on the exterior of the Co-Owner's Unit pursuant to MCL 559.156a.

We don't have an ordinance.  
Insert standard.

(t) Holiday Decorations. Co-Owners may not place holiday decorations on the Common Elements. Holiday decorations may be installed within two (2) weeks before a holiday and must be removed within two (2) weeks after the holiday. Christmas and Hanukah decorations may be installed at any time on or after Thanksgiving and must be removed within two (2) weeks after New Year's Day. Holiday lawn decorations are discouraged, may be subject to future rules and regulations and are one the less subject to approval by the Developer during the Development and Sales Period and the Association thereafter.

(u) Garage / Yard Sales. No garage sales or yard sales shall be permitted, except any community sale to be organized by the Association.

(v) Grills. Propane, natural gas or electric grills shall be allowed on the rear deck or patio. Such grills may also be used in the driveway appurtenant to a Unit, provided that the grills must be stored in the garage when not in use, subject to all applicable ordinances.

(w) Lawn Equipment. Lawn mowers, weed whackers and other gas or electric-powered lawn equipment may only be operated between the hours of 7 a.m. to dusk. Snow blowers may be operated ~~in accordance with the Township Ordinance~~.

(x) Mailboxes. Each Unit shall have the same mailbox determined by the Developer and Association. No Co-Owner shall alter or modify in any way the mailbox appurtenant to their Unit without the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Co-Owner shall pay for the Mailbox Fee at Closing.

(y) Nuisances. No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Project by the Co-Owners. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No rubbish, trash, leaves, grass clippings or other landscaping materials may be burned outside of a Unit.

(z) Outdoor Hot Tubs / Spas. Outdoor hot tubs/ spas shall be permitted, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. All such pools must be located in the rear yard of the Unit. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view and must comply with Township ordinances.

(aa) Outdoor Playsets. For Units 1-6, outdoor playsets are prohibited. For all other units, Outdoor playsets shall be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Only one swing set or other play structure shall be permitted in any rear yard. No swing sets or playground equipment shall be placed in front or side yards. Play sets are also subject to any applicable Township ordinances.

(bb) Personal Property. No Co-Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a residence. This restriction shall not be construed to prohibit a Co-Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a Unit; provided, that no such furniture or other personal property shall be stored from November 1 through March 30, inclusive, on any open patio, deck, or balcony that is

Does this include pools? Twp. setbacks are 10' for inground and 15' for above ground - will these small yards be big enough for a pool?

conflicts with g.1 Shouldn't this be units 1-8

visible from another Unit or from the Common Elements of the Project, unless such furniture or other personal property is covered with appropriate and traditional furniture covers. The use of couches, car seats or other non-traditional outdoor furniture shall be prohibited.

(cc) Pets and Animals. No animals of any kind may be kept or maintained in any Unit, except for two common domestic pets (such as cats and dogs), without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. The Association shall have the right to require all pets to be registered with the Association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Dangerous, aggressive or oversized dogs such as, but not limited to Rottweilers, Great Danes, German Shepherds, and pit bulls as determined by the Developer and the Association, are prohibited from being kept on the property. No chickens, other fowl or livestock shall be allowed. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, and must remain leashed and attended by a responsible person. The owner of each pet shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. Dog kennels and dog runs are prohibited. Invisible electronic fences shall be allowed with the prior consent of the Association. Small non dangerous, non-barking dogs may run inside an area enclosed by an invisible fence.

Dogs must be maintained indoors if they are a nuisance or dangerous to other people such as barking or aggressive behavior. The Association may charge a Co-Owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also promulgate rules and regulations providing for the imposition of reasonable fines against offending Co-Owners, and/or, without liability to the owner of the pet, remove or cause any animal to be removed from the condominium that it determines to be in violation of the restrictions imposed by this Section. Any Co-Owner or other person who causes or permits any animal to be brought to or kept on the condominium property shall indemnify and hold the Association harmless from any loss, damage, or liability that the Association may sustain as a result of the presence of such animal on the condominium property.

(dd) Temporary parking located at neighboring Summerfield Pointe is for the use by Co-Owners of Units in Summerfield Pointe, exclusively. Co-Owners of Units in Summerfield Pointe Estates and their guests and visitors are prohibited from using the temporary parking located on Summerfield Pointe. Co-Owners of Units in Summerfield Pointe Estates, or their guests and invitees who park in the parking area located in Summerfield Pointe shall be subject to towing and car removal by the Summerfield Pointe Condominium Association.

(ee) Prohibited Uses. No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-Owner shall permit anything to be done or kept in the Co-Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements, or that will be in violation of any law.

(ff) Rubbish Removal. If the Association, has a mandatory rubbish removal and waste recycling program, each Co-Owner shall participate in such program and shall be billed separately by the Association for such services. If the Association does not have a mandatory rubbish removal

and recycling program, each Co-Owner, at the Co-Owner's sole expense, shall contract for rubbish removal and/or waste recycling.

(gg) Rubbish Receptacles. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-Owners. Co-Owners shall provide their own trash receptacles, which must be rigid, with a lid. The burning or incineration of rubbish, trash, leaves, construction materials or other waste within the Condominium is strictly prohibited. No outside storage for refuse or garbage is allowed. Containers shall be maintained in the garage at all times 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 periodic collection of trash.

signs comply with the

(hh) Satellite Dishes, Antennae and Aerials. A Co-Owner may install a satellite dish, antennae or aerial on the roof of said Co-Owner's Unit, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter, as to size, location, color, and screening. Notwithstanding anything herein to the contrary, no such satellite dish, antennae or aerial shall be permitted that penetrates the roof of the applicable Unit. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair a Co-Owner's installation, maintenance, or use of the satellite dish. Dishes are not to be seen from the road.

the Charter Township of Genoa

(ii) Signs. One "for sale" sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association with regard to size, shape, color, placement and such other criteria as the Association may deem appropriate. Signs, including, but not limited to, "for rent" and "garage sale" type of signs are not allowed. "Open House" signs, not exceeding six (6) square feet in area, may be displayed on the day and during the times that the home is being held open. One "political" or "election" type of sign, not exceeding six (6) square feet in area, may be displayed on or in the front yard of each Unit during election periods and then only consistent with Township codes and ordinances. Developer may have as many signs and size of sign as it wants as long as the ordinances of Genoa Township are maintained during the sales and construction period. Developer may permit each residential builder in Summerfield Pointe Estates to maintain signage as approved in advance by Developer during the construction and sales period and subject to Township Ordinance.

signs

ordinances

(jj) Signs - Off Site. Open House signs are permitted during actual time house is open. This does not pertain to the Developer during the Development and Sales Period

per zoning ordinance

(kk) Statues and Lawn Ornaments. Statues and other lawn ornaments shall only be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter.

(ll) Storm Doors. Storm doors may be installed with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Approved doors must be full lite, without ornamentation and must match the color of the frame. Co-Owners may not install on either the interior or the exterior of the storm door, any bars or other similar visible security protection devices.

conflicts with g.1. See comments on item z. above.

1-8

(mm) Swimming Pools; Pool Fences. For Units 1-6, inclusive, pools are prohibited. For all other Units, only in-ground, aesthetically pleasing pools are permitted, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. All such pools must be located in the rear yard of the Unit. All pool areas shall be visually

screened with landscaping and all mechanical equipment shall be concealed from view. Fencing is allowed around pool areas (only). Pool area fences may not be chain link fences and must be of wrought iron or other similar decorative style and material. Pool fencing is limited to the pool area; entire yards may not be fenced. All pool fences must be approved by the Association during the Development and Sales Period and the Board of Directors thereafter.

(nn) Temporary Structures. No trailer, mobile home, motor home, van, tent, garage or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during the Development and Sales Period.

(oo) Unit Rental. No portion of a Unit may be rented, and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(pp) Vehicles. No vehicles, boats, trailers, mobile homes, buses, boat trailer, air craft, motor homes, motorcycle, recreational vehicles, commercial or inoperative vehicle and no commercial vehicle with commercial advertising signage or logos or graphics (including so-called "body wrap" vinyl graphics, etc.) shall be parked or stored anywhere on the property, except within a closed garage, without the written approval of the Developer during the Development and Sales Period and thereafter the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or residence where totally isolated from public view. This does not apply to Developer\Builder. No commercial vehicle lawfully upon any Unit shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle may be parked temporarily in the Co-Owner's driveway for a period up to four (4) days for the purpose of loading and unloading prior to and following its use. A non-operational vehicle (including expired license plates and flat tires) shall not be parked or stored within the Condominium except within a garage or residence where totally isolated from public view. The Association may cause vehicles parked in violation to be removed. The cost of removal shall be collected from the Co-Owner of the Unit responsible for the presence of the vehicle without liability to the Association. Each Co-Owner shall, if the Association requires, register all vehicles with the Association. The Association may make reasonable rules and regulations in implementation of this Section. Pick-up trucks without company information and without ladder racks or other equipment or storage racks are permitted; otherwise such vehicles must be parked inside garages. The purpose of this Section is to accommodate reasonable Co-Owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.

(qq) Window Treatments. All window treatments must be harmonious to the residence and neighborhood. Co-Owners may not install, on either the interior or the exterior of the windows, any bars or other similar visible security protection devices.

Section 7. Application of Restrictions. Unless there is an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board, which shall conduct a hearing and render a decision in writing; the decision shall be binding upon all Co-owners and other parties having an interest in the Project.



Section 8.        Landscaping.

(a)        Conformance with the Approved Landscape Plan. The Developer will install landscaping in accordance with the Landscape Plan approved by the Township of Genoa. To ensure consistency with the approved Landscape Plan, modifications of types and specific locations of plantings shall require the approval of the Township Planner. Modifications and additional details may be required by the Township at the time of site plan to adapt the landscaping to the site plan or condominium plan approved by the Township.

(b)        Installation by Co-Owners. Except for landscaping installed by Developer which is hereby specifically approved, no Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, without the prior written approval of the Association and, during the Development and Sales Period, the Developer as applicable. In addition and subject to the foregoing approval(s), at minimum each Co-Owner shall be responsible for the installation and expense of the following:

(c)        Planting Material Sizes. Planting materials are to be of a high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees shall be nursery-grown and a minimum of five (5') feet in height, and canopy trees should have a minimum caliper of two (2') feet.

(d)        Lawn Areas. All areas of a Unit (i.e., front, side and rear yards) not landscaped with plant materials or hard surfaces or kept as natural wooded areas shall be established as lawn areas by sodding. Preservation of wooded rear yard areas in their natural condition is strongly encouraged. No structures, except as provided in Section 21(b) are permitted in the rear yards of Units 1-6, inclusive.

(e)        Edging and Mulching Materials. The use of natural cut sod edging to define planting beds is strongly encouraged. Edging materials made of steel, aluminum or plastic may be used to define planting beds.

(f)        Boulders. The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

(g)        Irrigation. Underground sprinkler systems must be installed in the front, side and rear yards of each Unit. If a unit is adjacent to open space, the sprinkler system must address and service the open space also.

(h)        Maintenance. Each Co-Owner shall maintain the lawn and landscaping on its unit. Developer shall cut the grass on its unit once per month during sales and construction period. The Home Owner Association may maintain the lawn and landscaping and snow removal.

(i)        Other. Any and all other landscaping required by the Developer and/or Residential Builder of the respective Unit as a condition of sale. Each Co-Owner acknowledges and agrees that such requirements may vary or be more restrictive from those described in this Article VI. In such event, the requirements of the Developer and/or Residential Builder shall supersede these requirements and govern the Co-Owner's responsibilities.

(j)        Completion of Landscaping. Installation of landscaping prior to occupancy is strongly encouraged. The cost of landscaping can usually be included in the mortgage of the home. Landscape installation shall be completed, meaning finish-graded and suitably planted, within six

(6) months after the exterior of the residence has been substantially completed, weather permitting, including the area tying between the sidewalk and the road, except such portion thereof as is used for driveways and walks.

(k) Approval. Each Co-Owner acknowledges and agrees that the Developer or Residential Builder as applicable, reserves the right to determine, in its sole discretion, whether the Co-Owner's landscaping complies with these requirements or any requirements imposed by the Developer or Residential Builder as a condition of sale.

The following are minimal landscape planting required for each unit.

(1) Street trees are required as a landscape approved by Genoa Township for Summerfield Pointe Estates.

(2) An approved mix of perennial bushes and shrubs.

(3) Sod and sprinklers.

(l) Security Deposit. In order to insure the compliance of all contractors, subcontractors and laborers with these Bylaws, and as a security deposit against damage to the Property, before commencing any site work or construction on any Unit, the Association may require a security deposit in the amount of \$5,000.00. Upon completion of construction of approved improvements on the Unit in accordance with the approved site plan for the Unit, completion of the landscaping on the Unit in accordance with the approved landscape plan, and restoration and repair of all Common Elements damaged or disturbed by construction activity on the Unit, the security deposit will be returned, less amounts necessary to reimburse the Association or Developer for expenses incurred by them in repairing or restoring any portions of the Common Elements or any Unit damaged or disturbed by that construction activity. All interest, if any, earned by the Association on the security deposit shall belong to the Association.

(m) Limitations. Notwithstanding anything herein to the contrary, the terms and provisions of this Article VI shall not apply to the Developer, nor to any Residential Builder who acquires the right to develop the entire Project or the entire balance of the Project, and may be selectively waived by the Developer or such Residential Builder in its sole and absolute discretion without the necessity of obtaining the prior written consent from the Association or any Co-Owner, mortgagee or other private person or entity, subject only to approval of the local public authority and to the express limitations contained in any applicable Condominium Documents. Developer shall be allowed to store construction material, supplies, ports johns, and trailers on vacant lots.

Section 9. Reserved Rights of Developer. The purpose of this Section is to assure the continued maintenance of the Property and the Project as a beautiful and harmonious residential development and shall be binding upon the Association and upon all Co-Owners. The Developer may construct any improvements upon the Property that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any Co-Owner, mortgagee or other private person or entity, subject only to approval of the local public authority and to the express limitations contained in any applicable Condominium Documents.

Section 10. Potable Water and Public Health Requirements. The provisions hereinafter set forth have been required by the Michigan Department of Public Health and the Livingston County Health Division. Subject to availability, the project shall connect to the Township's public water service. Such system for distribution of potable water shall be constructed

any reference to the Township should be consistent and should say the Charter Township of Genoa

as well as the ordinances of the Charter Township of Genoa

within 25 feet of

to serve all users on the Property, and connection shall require payment of all applicable fees, charges and assessments.

Section 11. Non-Disturbance of Wetland Areas. The wetlands must be preserved pursuant to the requirements of any applicable MDEQ permit governing the Condominium Project. No mowing, cutting, construction, filling, applications of chemicals, or dredging allowed in the designated wetlands areas and all requirements of the MDEQ permit must be observed by Co-Owner.

The Michigan Department of Environmental Quality and the Township must approve any modification, interference, or improvements to the wetland areas in writing.

Section 12. Open Spaces, Recreation Facilities and Paths. Common open spaces and paths shall be provided as proposed on the plans.

Section 13. Rules of Conduct. Additional rules and regulations ("rules and regulations") consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60 percent or more of all Co-Owners.

Section 14. Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-Owners and all other persons interested in the condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any prohibited activity.

Section 15. Co-Owner Enforcement. An aggrieved Co-Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Co-Owner in the Project.

Section 16. Remedies on Breach. In addition to the remedies granted by these Bylaws for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 17. Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer, nor to any Residential Builder who acquires the right to develop the entire Project or the entire balance of the Project, during the Development and Sales Period. The Developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking areas and spaces incident to its

and subject to all zoning, building and regulatory requirement

sales efforts and such access to, from, and over the property as may be reasonable to enable development and sale of the entire Project or any other Project owned by the Developer or an affiliate.

1-8

Section 18. Accessory Buildings and Structures.

(a) Accessory buildings such as sheds, barns, storage buildings, kennels, dog runs and outbuildings are prohibited on Units 1-6, inclusive. Such structures shall be permitted for all other Units, subject to the prior written approval by the Developer in its sole discretion during the Development and Sales Period and by the Board of Directors thereafter.

(b) Decorative or entertainment structures or hardscape such as, but not limited to, gazebos, fire pits, swimming pool cabanas, patios and decks are subject to prior written approval by the Developer in its sole discretion during the Development and Sales Period and by the Board of Directors thereafter.

Section 19. Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the operation and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in these Bylaws. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery of such rules and regulations, and amendments thereto, to the designated voting representative of each Co-Owner. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners, except that the Co-Owners may not revoke any rule, regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 20. Right of Access of Association. The Association, or its duly authorized agents, shall have access to each Unit (but not any dwelling) and any 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 maintenance, repair or replacement of any of the Common Elements. The Association, or its agents, shall also have access to each Unit and any Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or dwelling. It shall be the responsibility of each Co-Owner to provide the Association means of access to his or her Unit and any Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his or her Unit and/or any Common Elements appurtenant thereto. The Association shall also have a right of access to any Unit for the purpose of assuring compliance with the Condominium Documents. This provision shall not, however, entitle the Association to access a dwelling built upon a Unit, except with reasonable notice to the Unit Owner.

Section 21. Landscaping.

(a) No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers, or place any ornamental materials upon the General Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-Owner pursuant to this Section shall be maintained by the Co-Owner and the Association shall have no responsibility for its maintenance.

(b) Lawns shall be installed by the Co-Owner within six (6) months after completion of construction or later, depending on weather.

(c) Foundation plantings shall be installed by the Co-Owner within six (6) months after completion of construction or later, depending on weather.

Section 22. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. Subject to the requirements and restrictions set forth in the Charter Township of Genoa ordinances, Developer, and its successors and/or assigns, shall have the right to maintain a sales office, a business office, construction offices, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer and/or its successors and/or assigns; and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested, or to become interested from time to time in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and/or landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws. Additionally, the Charter Township of Genoa shall have the right to enforce the Bylaws and Condominium Documents as set forth in the Condominium Documents

Section 23. NO WARRANTY ON EXISTING TREES AND VEGETATION. THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE AS" CONDITION. THE DEVELOPER SHALL USE BEST REASONABLE EFFORTS TO PRESERVE AND PREVENT DAMAGE TO THE EXISTING TOPOGRAPHY, NATURE, VEGETATION AND TREES IN THE CONDOMINIUM PROJECT. DEVELOPER SHALL ENSURE THAT ALL LANDSCAPING WILL BE COMPLETED IN A HEALTHY CONDITION AS REQUIRED BY THE CHARTER TOWNSHIP OF GENOA AND AS INDICATED ON THE SITE PLAN APPROVAL BY THE CHARTER TOWNSHIP OF GENOA.

Section 24. Tree Removal; Woodlands Preservation. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Association. No such removal shall occur within a woodlands area which is regulated by the Charter Township of Genoa or other public agency without obtaining the proper permit from the Charter Township of Genoa or other public agency with jurisdiction over such matters prior to removal.

Section 25. Disposition of Interest in Unit by Sale or Lease.

(a) Notice to Association: Co-Owner to Provide Condominium Documents to Purchaser or Tenant. A Co-Owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-Owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment there, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-Owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-Owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-Owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section as to the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

Section 26. Foreclosed Units; Title, Fee Procedures.

(a) Ownership Commences Upon Date of Sheriff's Deed. For the purposes of defining when a grantee becomes a Co-Owner or Owner of a Unit in the Condominium, a winning bidder at a foreclosure sale shall be deemed to have become a Co-Owner, with all rights, privilege and obligations of a Co-Owner or Owner, on the date of the sheriff's deed and have all obligations, rights and duties as any other Co-Owner as of that date, even though the grantee under the sheriff's deed may not be entitled to actual possession and notwithstanding the expiration (or not) of any redemption rights held by the mortgagee. The grantee, under the Sheriff's Deed, may include any Association assessments paid by the grantee in any amount due from the mortgagee in order to redeem.

(b) Transfer Fees When Title Acquired by Sheriff's Deed. The Association incurs added costs, legal fees, insurance costs and expenses dealing with title transfers of Units after foreclosures and those expenses do not directly benefit the other Co-Owners or mortgagees whose mortgages are in good standing. Furthermore, the Association cannot reasonably budget for those expenses. Those added costs and expenses should not be subsidized by Co-Owners of Units whose mortgages are not in default and those costs adversely affect Co-Owners who are otherwise current on their dues. The Board of Directors, as fiduciaries, has a duty to assure Co-Owners who are not otherwise in default of obligations to the Association are not unduly burdened by expenses which occur due to mortgagees' foreclosures. It is in the best interest of the Association and its members that a reasonable fee for title transfer by mortgagees who become Co-Owners after foreclosure is \$2,500.00 per transfer to defray those costs, expenses and risks and Association shall charge a transfer fee of \$2,500.00 on any Unit which is resold by the foreclosing mortgagee and for which the prior mortgage was in default for less than six months. If the Board reasonably determines that

the mortgage was in default for more than six months, the transfer fee will be increased by an amount equal to monthly Association dues for each month beyond the six months that the mortgage which was foreclosed was in default. This charge is also immediately a lien on the Unit as of the date of the sheriff's deed. This charge will be deemed to only have accrued after the date of the sheriff's deed and not before.

(c) Insurance Service Fee Accruing After Foreclosure; Vacant Unit Fee; Unit Marketing Fee; Other Fees. Because of the added administrative costs and risks associated with absentee institutional ownership, insurance fees and burdens imposed by the Association in dealing with such owners when Units are foreclosed and because of the blight and loss of value which vacant Units bring to the Condominium Project, the following surcharges are to be levied on any Units where the Co-Owner took title by foreclosure and commencing with the date of the sheriff's deed. These charges only apply to the grantee under a sheriff's deed and do not apply to a mortgagee in its capacity as a secured party. These charges are not intended to impair mortgagee rights and these charges cannot accrue before the sheriff's sale occurs. The fees are:

(1) An Insurance Administration and Vacant Unit Risk Surcharge of \$100.00 per Unit, per month.

(2) An Association Vacant or Sheriff's Deed Unit Administration Fee equal to the then current monthly Association fee per month for the added costs the Association incurs in dealing with vacant foreclosed Units.

(3) A marketing fee of \$25.00 per month for the privilege of advertising a Unit for sale and posting a sign on the premises offering the Unit for sale, whether or not a sign is placed.

(4) A mortgage advertisement posting fee of \$200.00 for the privilege of posting a foreclosure notice or judicial sale notice in the Project.

(5) A Legal Services Fee of \$250.00 per Unit when the Unit is ultimately sold by the grantee under the Sheriff's Deed.

(6) A Dues Statement Fee of \$200.00 shall be charged to the grantee under the Sheriff's Deed for a dues statement letter along with any charges for Association dues liens to be released.

(7) Some or all of the fees in the preceding subsection, may be waived in the discretion of the Board of Directors if the mortgagee who became grantee under the Sheriff's Deed included the Association dues in the redemption amount and has remitted those dues to the Association.

Section 27. Potential Future Special Assessment for Road Improvements; Dedication Rights. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Project premises. The improvement may be financed, in whole or part, by the creation of a special assessment district or districts which may include the Condominium Project. The acceptance of a conveyance or execution of a land contract by a Co-Owner or purchaser of a condominium Unit shall constitute the agreement by such Co-Owner or purchaser, his or her heirs, executors, administrators or assigns, that the Board of Directors of the Association shall be vested with the full power and authority to obligate all Co-Owners to participate in a special assessment district, sign petitions requesting such special assessment, and consider and otherwise act on all special assessment

issues on behalf of the Association and all Co-Owners; provided prior to signature by the Association on a petition for improvements of such roads, the desirability of said improvements shall be approved by and affirmative vote of not less than fifty-one percent (51%) of the Co-Owners that own Units within the special assessment district. No consent of mortgagees shall be required for approval of such road improvement. There is no promise that any road dedications will ever take place, notwithstanding the reservation of this right, however at some time subsequent to the initial development it may become necessary. All Co-Owners should take note that notwithstanding the provisions stated here acceptance of a dedication is a decision solely within the discretion of the public body with jurisdiction over roads and is unlikely to occur because of the physical characteristics of the project and the requirements of the local public authorities and while dedication is expected to occur final acceptance is within the discretion of the Livingston County Road Commission.

There is no need for water softeners. The municipal water is softened.

Section 28. Foreclosed Units; Title, Fee Procedures. Ownership Commences Upon Date of Sheriff's Deed. For the purposes of defining when a grantee becomes a Co-Owner or Owner of a Unit in the Condominium, a winning bidder at a foreclosure sale shall be deemed to have become a Co-Owner, with all rights, privilege and obligations of a Co-Owner or Owner, on the date of the Sheriff's Deed and have all obligations, rights and duties as any other Co-Owner as of that date, even though the grantee under the Sheriff's Deed may not be entitled to actual possession and notwithstanding the expiration (or not) of any redemption rights held by the mortgagee. The grantee, under the Sheriff's Deed, may include any Association assessments paid by the grantee in any amount due from the mortgagee in order to redeem.

~~Section 29. Drainage Discharge. ALL WATER SOFTENERS MUST BE INSTALLED SO THAT BACK FLOW VALVES OR OTHER MECHANISMS PREVENT BACKWASH AND DO NOT ALLOW SOFTENER BACKWASH TO ENTER THE SANITARY SEWER SYSTEMS. SO THAT THE TOWNSHIP CAN MAINTAIN PERMITTED DISCHARGE LIMITS IN THE WASTEWATER TREATMENT PLANT, THE USE OF SODIUM CHLORIDE IN WATER SOFTENERS IS PROHIBITED. POTASSIUM CHLORIDE OR OTHER WATER TREATMENTS AS ALLOWED BY THE TOWNSHIP BUILDING OFFICIAL ARE PERMITTED. WATER SOFTENERS DISCHARGE INTO THE PUBLIC SANITARY SEWER SYSTEM IS PROHIBITED. THESE PROHIBITIONS AND REQUIREMENTS ARE ALSO ENFORCEABLE BY PUBLIC AGENCIES HAVING JURISDICTION OF SUCH DISCHARGES AND SANITARY SEWER SYSTEMS.~~

## **ARTICLE VII MORTGAGES**

Section 1. Notice to Association. Any Co-Owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days. The Association may charge a reasonable fee to the mortgagee for that service not to exceed \$150.00 per notice which shall be due upon mailing and which if not shall absolve the Association from the obligation to provide and further such notices. Failure of a Co-Owner to notify the Association of the existence of a mortgage absolves the Association from any notice responsibilities to a mortgagee unless the mortgage has otherwise requested to be provided such notice by so stating in writing to the Association. Second and other junior mortgagees are not entitled to any notice from the Association unless they have both made written request of the Associations to receive notices and paid an annual junior mortgage notice fee of 100.00 for each mortgage held. Owner of such Unit that is not cured within sixty (60) days.



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

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association a Section 4. Waiver of Notice of Amendment. By taking a mortgage on a Unit all mortgagees agree that the waiver notice of any nonmaterial amendment to the Condominium Documents as materiality is defined under Section 90 and 90(a) of the Act.

Section 4. Mortgage Consent; Notice. If a mortgagee consent is required for any amendment or other action or if a mortgagee is required to receive notice of a matter related to the Condominium Project, Association or Condominium Documents: (a) notice to a mortgagee shall be deemed effective if sent to the address set forth in the mortgage (or any recorded assignment of mortgage; (b) mortgagees will be deemed to have consented to any actions if they fail to affirmatively object in writing. By accepting a grant of mortgage on a Unit in the Condominium Project all mortgagees are deemed to have agreed to this provision and all other provisions of the Act and expressly waive any provisions of the Act to the contrary including but not limited to provisions related to mortgagee rights under Section 90 and Section 90(a), MCL 559.190 and MCL 559.190(a) and to designate a representative to attend such meeting.

## **ARTICLE VIII VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 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 2 of Article IX hereof. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 3 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 in the Project at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Unit which it owns and for which it is paying Association maintenance expenses. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the 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 meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## **ARTICLE IX MEETINGS**

Section 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 Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan. Electronic participation shall not be allowed generally (such as by email, telephone, "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent of the Units that may be created in Summerfield Pointe Estates have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five (75%) percent of all Units that may be created, or 54 months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on any business day during the second or third week of April each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-Owners

may also transact at annual meetings such other business of the Association as may properly come before them. The decision(s) of the Co-owners at an annual meeting shall rule over the Board of Directors for the next year. Co-owners may bring issues to be voted on at annual meeting.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of a notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

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

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

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the

holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

## **ARTICLE X ADVISORY COMMITTEE**

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within one hundred twenty (120) days after conveyance to purchasers 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 (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non-developer Co-Owners petition the Board of Directors for an election to elect the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

## **ARTICLE XI BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of five (5) members and shall continue to be so comprised until enlarged to five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of five Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Immediately prior to the appointment of the first non-developer Co-Owners to the Board, the Board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-Owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five (25%) percent of the Units that may be created, one (1) of the five (5) directors shall be selected by non-developer Co-Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of fifty (50%) percent of the Units that may be created, two (2) of the three (3) directors shall be elected by non-developer Co-Owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-Owners and convene a meeting so that the Co-Owners can elect the required director or directors, as

the case may be. Upon certification by the Co-Owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-Owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units that are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) below.

(3) 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 subsections (b) and (c)(1), 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 (c)(2) 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 (1) director as provided in subsection (c)(1) above.

(4) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

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

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

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

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

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers that are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the

Association upon ninety (90) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE DEVELOPMENT AND SALES PERIOD EXPIRES.

Section 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 members of the Association, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer 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 specified in Section 2(b) of this Article.

Section 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 (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this section for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. Electronic, Digital and Telephonic Participation. The Board may conduct its meetings by telephonic or other electronic or digital means of communication. Board votes may also be conducted by digital, electronic, or telephone communications.

## **ARTICLE XII OFFICERS**

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may, in his or her discretion, deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

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

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements



in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

### **ARTICLE XIII 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 words "corporate seal" and "Michigan."

### **ARTICLE XIV FINANCE AND RECORDS**

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

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

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

Section 4. Co-Owner Access to Books and Records; Procedures. Each Co-Owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests.

(a) In order to review the books and records, including a request for balance sheet, statement of income and statement of sources and uses of funds (if actually prepared), the requesting Co-Owner must submit a request in writing to the Board of Directors, in care of the management agent (or if there is not management agent to the Secretary of the Association).

(1) The request must state which books and/or records the Co-Owner seeks to review.

(2) The request must state whether the Co-Owner will require copies of the records that are requested.

(3) The request must have the name, address and telephone number of the requesting party.

(b) Upon receipt of the request from a Co-Owner to review the records, the management agent (or Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-Owner of a convenient time, place and date where the requested records may be reviewed. The Co-Owner shall be advised of the time, place and date within five (5) business working days of the receipt of the Co-Owners' initial request. The Co-Owner shall be advised at that time of the following:

(1) The Co-Owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-Owner shall be informed of the per-page copying cost before copies are made.

(2) The Co-Owner shall be responsible for payment for time spent by management agent personnel at the rate set by the management contract or otherwise reasonably established by the Developer or Association, Developer office personnel, and/or Association employees, in applicable.

(c) Each Co-Owner may make only one (1) such request per calendar quarter. (d) No right of inspection exists if the Board of Directors determines in its reasonable discretion that allowing the inspection would impair the privacy or free association rights of members or the lawful purpose of the Association.

(d) These procedures shall also apply to requests for copies of books and records made by mortgagees of Units.

#### **ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; OFFICERS' AND DIRECTORS' INSURANCE**

Section 1. Indemnification of Officers and Directors. No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts

or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article XV shall apply to or have any effect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer which occurred after the date of the filing of the Articles of Incorporation of the Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, including actions by or in the right of the Association, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-Owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall/may provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit, or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

**ARTICLE XVI  
AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or may be proposed by one-third (1/3) or more of the Co-Owners by instrument in writing signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-Owners. As long as Developer owns at least one unit. Developer must approve any amendment also. 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 sixty-seven (67%) percent of the mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

Section 4. By Developer. Prior to the end of the Development and Sales Period, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-Owner or mortgagee, or affect any approval of the municipality.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project, irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Amendments; Township Approval. Amendments to these Bylaws are subject to the prior review and approval of the Charter Township of Genoa as required under the Master Deed Article VIII, Section 8.

**ARTICLE XVII  
COMPLIANCE**

The Association and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry 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 XVIII  
DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

**ARTICLE XIX  
REMEDIES FOR DEFAULT**

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney 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 attorney fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements or onto any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws.

Section 5. Non-waiver of Right. 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 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XX**  
**ASSESSMENT OF FINES**

Section 1. General. The violation by any Co-Owner, occupant or guest of any of the provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-Owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board of Directors, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-Owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

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

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

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

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents, and after default of the offending Co-Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Fifty (\$50.00) Dollar fine.

(c) Third Violation. One Hundred (\$100.00) Dollar fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Fifty (\$150.00) Dollar fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents, including, without limitation, those described in Article II and Article XIX of these Bylaws.

Section 5. Rights Under Condominium Act As to Tenants; Land Contract Vendees. Any violations of the Condominium Documents by tenants or land contract vendees, including the Rules and Regulations, shall entitle the Association acting through its Board of Directors to evict any tenant, occupant or land contract vendee under summary proceedings statutes. By taking occupancy or possession of a Unit all land contract vendees, tenants and occupants are deemed to have presumptively agreed to this right of the Association, even if they have not been provide actual notice of this right by the landlord or vendor of a Unit.

## **ARTICLE XXI RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer, or its successors and/or assigns, shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer, or its successors and/or 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 that shall not be terminable in any manner hereunder and that shall be governed only in accordance with the terms of their creation or reservation and not hereby).

## **ARTICLE XXII SEVERABILITY/CONSTRUCTION**

Section 1. Severability. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Section 2. Rules of Construction.

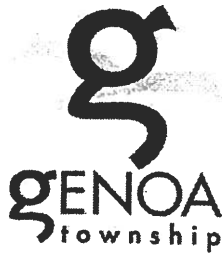
(a) In the event of a conflict between the Act, the Master Deed, the Articles of Incorporation, Bylaws and Rules and Regulations, the Act shall control.

(b) In the event of a conflict between the Articles of Incorporation, the Master Deed, the Bylaws, or Rules and Regulations, the Articles of Incorporation shall control.

(c) In the event of a conflict between the Master Deed, the Bylaws or Rules and Regulations, the Master Deed shall control.

(d) In the event of a conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control.

\$ 1200.00



# GENOA CHARTER TOWNSHIP APPLICATION Sketch Plan Review

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS: STEPHANIE KONKEL  
*If applicant is not the owner, a letter of Authorization from Property Owner is needed.* 1005 LINCOLN DR

OWNER'S NAME & ADDRESS: STEPHANIE KONKEL BRIGHTON, MI 48116

SITE ADDRESS: 1910 DORR ROAD PARCEL #(s): 4711-10-400-007

APPLICANT PHONE: (800) 574-1080 OWNER PHONE: (248) 514-1081

LOCATION AND BRIEF DESCRIPTION OF SITE: 1910 DORR ROAD - PARCEL IS 200' WIDE AND 436' DEEP - GRADE DROPS OFF TO BACK OF BUILDING. EXISTING BUILDING IS APPROX 40'x50', 2 STORY

BRIEF STATEMENT OF PROPOSED USE: PRINTING BUSINESS USE

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: DUMPSTER ENCLOSURE, ACCESS ROUTE TO BACK OF BUILDING - PROPOSE 6' GRAVEL OVER FABRIC AND 3" STONE BASE, SIDE DECK

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: STEPHANIE KONKEL

ADDRESS: 1910 DORR ROAD

810-423-3620

**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:  
1.) KEN ELPHINSTONE of GENERAL CONTRACTOR at emilandinco@gmail.com  
Name Business Affiliation Email Address

**FEE EXCEEDANCE AGREEMENT**  
All sketch plans are allocated one (1) consultant review 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 for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.  
SIGNATURE: Stephanie Konkel DATE: 9/14/2022  
PRINT NAME: STEPHANIE KONKEL PHONE: (248) 514-1081





November 9, 2022

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Image Pros – Sketch Plan Review #1
<b>Location:</b>	1910 Dorr Road – west side of Dorr Road, south of Grand River Avenue
<b>Zoning:</b>	IND Industrial District and TCOD Town Center Overlay District

Dear Commissioners:

At the Township’s request, we have reviewed the sketch plan submittal from Image Pros seeking a new waste receptacle/enclosure, gravel drive and deck for the developed property at 1910 Dorr Road (plans dated 9/5/22).

**A. Summary**

1. Use of gravel (instead of hard-surfacing) requires approval by the Planning Commission based on review and recommendation of the Township Engineer.
2. The proposed drive does not meet the minimum width required by Ordinance for one-way travel, and the design necessitates two-way travel.
3. We request the applicant explain the intended purpose of the 30’ x 20’ gravel area at the rear of the building.
4. If the accessory building shown in aerial photos is still present, it must be added to the plan.
5. The Commission may wish to request a turning template for access to/from the waste receptacle.
6. The waste receptacle must provide a lid.
7. The Commission may allow treated lumber (cedar) enclosure.
8. The applicant must identify the height of the enclosure.
9. The proposed deck is also labeled as a loading dock – the applicant must clarify.
10. The submittal does not include details of the proposed deck.
11. Any landscaping shown on previously approved site plans that may be in poor condition (or may have been removed) should be replaced as part of this project.
12. The applicant must address any comments provided by the Township Engineer and/or the Brighton Area Fire Authority.

**B. Proposal/Process**

The applicant proposes installation of a new waste receptacle and enclosure, and construction of a gravel drive and turn-around area, and a deck.

Per Section 18.02 of the Township Zoning Ordinance, these improvements require sketch plan review by the Planning Commission.

Procedurally, Planning Commission has review and approval authority over the request.



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

**C. Sketch Plan Review**

- Gravel Drive.** The project proposes a 12-foot wide gravel drive connecting the north side of the existing parking lot to the rear of the building. The drive terminates in a 30' x 20' area immediately behind the existing building.

Section 14.06.01 requires all internal access drives to be hard-surfaced with concrete or asphalt, and concrete curbing on all sides. However, the Planning Commission may allow the use of gravel based on review and recommendation of the Township Engineer.

The minimum drive aisle width allowed by Section 14.06.04 is 15 feet for one-way travel. As such, the proposed drive width is deficient, even for one-way travel. Given its design, the drive will need to accommodate two-way travel, which requires a 24-foot wide drive aisle.

Additionally, it is unclear what the 30' x 20' space off of the driveway is intended for. The applicant should provide an explanation of its use, whether simply for turn-around, or for loading and/or outdoor storage (the latter of which is not allowed in the TCOD).

Lastly, aerial photos show a dilapidated accessory building at the rear of the building. If this building is still present, it should be identified on the plan (though it may have been demolished in the time since the photo was taken).

- Waste Receptacle.** The proposed waste receptacle and enclosure have been reviewed for compliance with the standards of Section 12.04, as follows:

	<b>Requirement</b>	<b>Proposed</b>	<b>Comments</b>
Location	Rear yard or non-required side yard	Non-required side yard (N)	Requirement met
Access	Clear access w/ out damaging buildings/vehicles	Unclear whether access is impacted by parking space	PC may wish to request a turning template to ensure appropriate access
Base design	9' x 15' concrete pad	9' x 15' concrete pad	Requirement met
Enclosure	Must have lid 3-sided enclosure w/ gate Masonry walls 6' height (at least 1' taller than receptacle)	Lid must be provided 3 sides w/ gate across 4 <sup>th</sup> Treated cedar Not identified	The enclosure must provide a lid. PC may allow treated lumber instead of masonry. Height must be identified.

- 3. Deck.** The application form and plan note a deck on the side of the building, though this area is also identified as a loading dock on the plan. Furthermore, no details of the deck are provided (at grade or elevated, type of material, etc.).

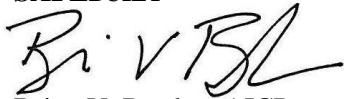
The deck provides a 25-foot side yard setback, which complies with applicable requirements (25' for IND and 0' for TCOD)

- 4. Landscaping.** Any landscaping shown on previously approved site plans that may be in poor condition (or may have been removed) should be replaced as part of this project.
- 5. Additional Considerations.** The Commission should consider any additional review comments provided by the Township Engineer and/or Brighton Area Fire Authority.

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

Respectfully,

**SAFE BUILT**



Brian V. Borden, AICP

Michigan Planning Manager



November 7, 2022

Ms. Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Image Pros  
Sketch Plan Review No. 1**

Dear Ms. Van Marter:

Tetra Tech conducted a review of the Image Pros sketch plan received October 4, 2022. The site is located on the west side of Dorr Road, just south of Grand River Avenue. The proposed improvements include a dumpster enclosure, site drive, and deck off the existing building. We offer the following comments:

**GENERAL**

1. More detail should be provided on the proposed grading and stormwater management plan. The proposed improvements will increase the area of impervious surface on the site and more detail should be provided on how it will be managed.
2. The proposed gravel access drive and 30-foot by 20-foot gravel area does not meet the Township Zoning standards, which require site drives be paved with concrete curb and gutter. If the proposed gravel area behind the existing building will serve as parking, any proposed parking areas need to be clearly shown and dimensioned.
3. Additional detail and dimensions should be provided for the proposed drive and rear gravel area.
4. A detail should be provided for the proposed dumpster enclosure.

The provided sketch plan is lacking in detail and additional information needs to be provided. We recommend the petitioner address the above comments and resubmit for additional review.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom'.

Gary J. Markstrom, P.E.  
Vice President

A handwritten signature in blue ink, appearing to read 'Shelby Byrnes'.

Shelby Byrnes, P.E.  
Project Engineer



# BRIGHTON AREA FIRE AUTHORITY

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

October 20, 2022

Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Image Pros  
1910 Dorr Road

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on October 5, 2022 and the drawings are dated January 25, 2022 with latest revisions dated September 5, 2022. The project is for site modification of an existing 2,000 square foot, Business occupancy. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

1. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.

**IFC 505.1**

2. The location of a Knox Box shall be indicated on future submittals. The Knox box shall be located adjacent to the main entrance of the structure, in a location coordinated with the fire authority.

**IFC 506.1**

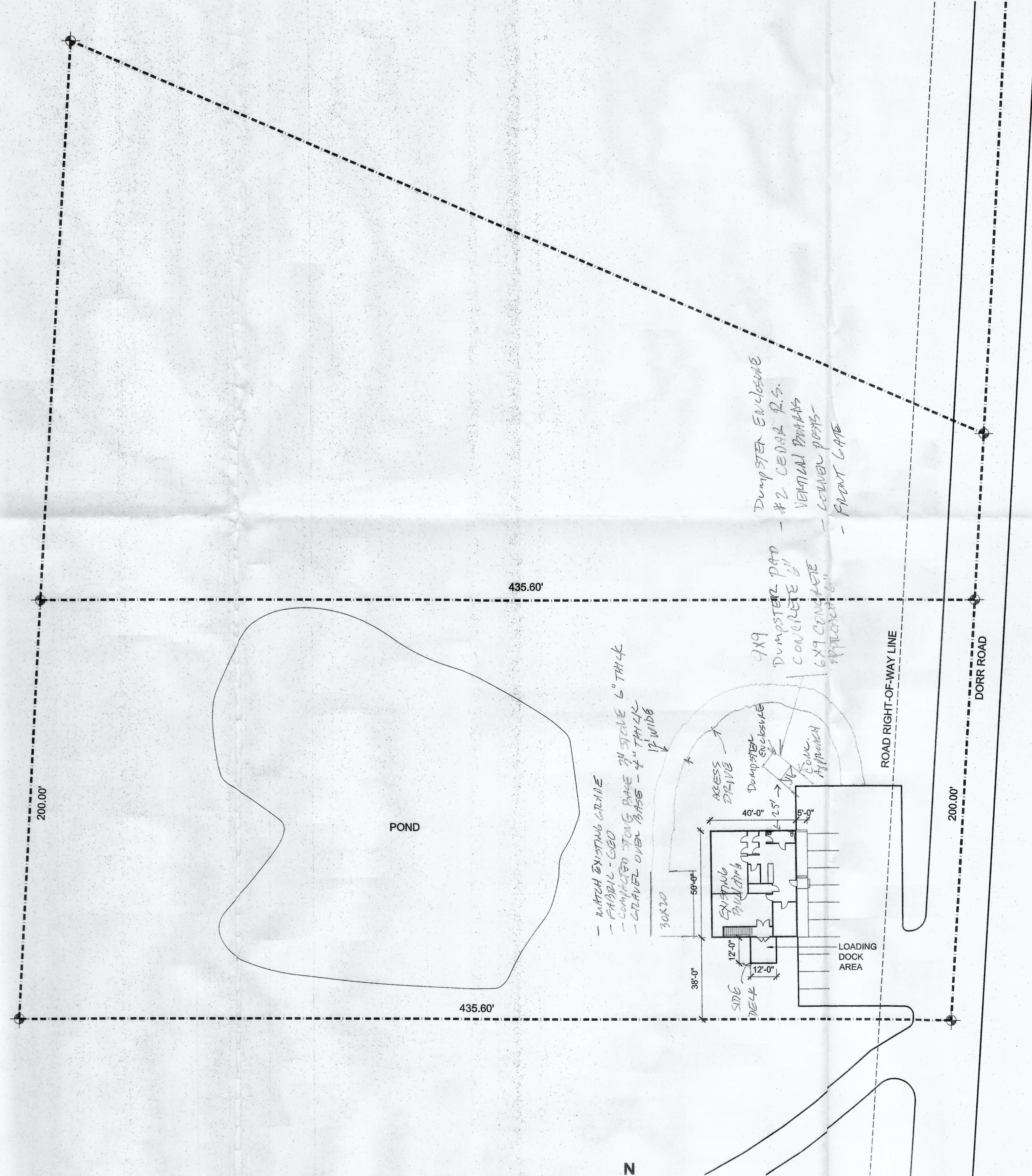
Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that 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.

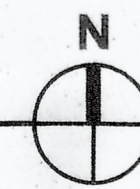
Cordially,

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

Rick Boisvert, CFPS  
Fire Marshal



1 SITE SKETCH  
A-2 1" = 30'-0"



ISSUED FOR	DATE
REVIEW	01.25.2022
REVISED	04.14.2022
REVISED	09.05.2022

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JOB NAME:  
**IMPROVEMENTS FOR:  
IMAGE PROS**

LOCATION:  
**1910 DORR ROAD  
HOWELL, MICHIGAN 48843**

DRAWN BY: ASH  
CHECKED BY: ASH  
SCALE: AS NOTED  
JOB NO:

SITE SKETCH

**A-2**



# GENOA CHARTER TOWNSHIP APPLICATION

## Sketch Plan Review

**TO THE GENOA TOWNSHIP PLANNING COMMISSION:**

APPLICANT NAME & ADDRESS: Chaldean Catholic Church of the United States

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

OWNER'S NAME & ADDRESS: Chaldean Catholic Church of the United States

SITE ADDRESS: 7000 McClements Road, Brighton, MI 48114 PARCEL #(s): 11-200-001; 12-100-002

APPLICANT PHONE: (248) 379-0943 OWNER PHONE: (248) 379-0943

LOCATION AND BRIEF DESCRIPTION OF SITE: Existing Our Lady of the Fields Camp,  
located South of McClements Road between Kellogg Road and Euler Road

BRIEF STATEMENT OF PROPOSED USE: Private recreational camp facility

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: Zip line; 45-foot high climbing tower;  
72' x 36' deck on South side of dining hall.

**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: James Berigan

ADDRESS: 7000 McClements Rd. Brighton, MI 48114

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

1.) James Berigan of Project Coordinator at jberigan@gmail.com  
Name Business Affiliation Email Address

**FEE EXCEEDANCE AGREEMENT**

All sketch plans are allocated one (1) consultant review 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 for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: James Berigan DATE: 10/24/22  
PRINT NAME: James Berigan PHONE: 231 392 9115



November 8, 2022

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Our Lady of the Fields – Sketch Plan Review #2
<b>Location:</b>	South side of McClements Road, between Kellogg and Euler Roads
<b>Zoning:</b>	PRF Public and Recreational Facilities District

Dear Commissioners:

At the Township’s request, we have reviewed the revised sketch plan submittal from Our Lady of the Fields for a new zip line structure as an accessory component of the campground (plan dated 10/26/2022).

**A. Summary**

1. The “climbing tower” exceeds the maximum height requirement, which will require a variance from the ZBA.
2. Pending the Township’s interpretation, the “terminating pole” may also need a variance for its height.
3. Note D on Sheet C1.0 needs to be revised to remove the phrase “at grade.”

**B. Proposal/Process**

The overall project includes a deck (72’ x 36’) off the back of the dining hall building, and a zip line structure. The latter entails a 45’ tall climbing tower with a zip line connection to a 20’ tall pole. Such structures are allowed as accessory to the principal use, provided the provisions of Section 11.04 are met.

Procedurally, Section 18.02 requires sketch plan review/approval by the Planning Commission for non-residential accessory buildings and structures.

**C. Sketch Plan Review**

1. **Relationship.** Accessory buildings/structures must be affiliated with a principal use/building on the same property. The principal use of the property is a private campground, which is a special land use in the PRF District (Section 6.02).

Given the nature of the project, Section 19.06 does not require a new special land use review.

2. **Setbacks.** Necessary PRF setbacks are provided from the property lines. Additionally, the revised submittal demonstrates compliance with the 125-foot setback required from the lake’s shoreline.
3. **Height.** Section 11.04.02 establishes a maximum height of 18 feet for accessory buildings, while Section 6.03 allows buildings up to 35 feet in height.

The proposed “climbing tower” is 45’ tall, while the “terminating pole” is 20’ tall.

At a minimum, the applicant will need to seek a variance from the ZBA for the height of the “climbing tower.” The Township will need to determine whether a height variance is also needed for the “terminating pole.”





*Aerial view of property (looking north)*

As a side note, Section 6.03.02 provides height exceptions for buildings in the PRF; however, the items noted are all forms of architectural features associated with a principal building.

In our opinion, this exception does not apply to the accessory structures proposed.

**4. Number.** Section 11.04.02 allows no more than 2 detached accessory buildings on a lot.

Based on the plans provided and review of aerial photos, there are numerous existing buildings and structures on the property.

Since the proposal entails structures and not buildings, we are of the opinion that the limitation noted above does not apply to this request.

**5. Deck.** The proposed deck off the rear of the dining hall building complies with the provisions of Section 11.04.03.

With that being said, the Note D on Sheet C1.0 indicates that the deck is at grade, though the detail clearly depicts an elevated structure.

The applicant should revise this note to remove the phrase “at grade.”

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

Respectfully,  
**SAFE BUILT**

A handwritten signature in black ink that reads 'Brian V. Borden'.

Brian V. Borden, AICP  
Michigan Planning Manager

**From:** [Byrne, Shelby](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Cc:** [Markstrom, Gary](#)  
**Subject:** Camp Chaldean Zipline  
**Date:** Thursday, November 3, 2022 4:28:20 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image007.png](#)

---

Hi Kelly and Amy,


I took a look at the provided Camp Chaldean Zipline submittal and given the limited improvements being proposed with the zipline and deck, we have no engineering related comments on this proposed sketch plan. Let me know if you need anything else on this one.

Thank you,

**Shelby Byrne, P.E.** | Civil Engineer III  
Direct +1 (517) 316-3952 | Mobile +1 (810) 588-9114 | Fax +1 (517) 484-8140 |  
[shelby.byrne@tetrattech.com](mailto:shelby.byrne@tetrattech.com)

**Tetra Tech** | *Leading with Science®*  
3497 Coolidge Road | East Lansing, MI 48823 | [tetrattech.com](http://tetrattech.com)

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# BRIGHTON AREA FIRE AUTHORITY

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

November 2, 2022

Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Camp Chaldean Zipline  
7000 McClements Road  
Genoa Twp., MI

Dear Amy,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on October 27, 2022 and the drawings are dated October 26, 2022. The project is based on proposed addition of zip-line and associated towers and a new 75' x 36' deck on the existing clubhouse. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

1. No details were provided regarding the specific construction of the deck. The applicant is advised that the existing building is a sprinklered wood frame structure. The sprinkler code requires combustible exterior projections greater than 4-feet be suppressed below when used for storage. Due to the height and area below this will require suppression.
2. The fire pump test connection is located below the proposed location of the deck. The test connection shall be relocated near the FDC or a minimum 44-inch wide 84-inch tall clear access space maintained clear along the building face for pump testing.

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

**OUR LADY OF THE FIELDS**  
**Genoa Township, Michigan**  
**Sketch Plan Application**

**IMPACT ASSESSMENT**

**Owner:**

Chaldean Catholic Church of the United States  
25603 Berg Road  
Southfield, Michigan 48033

**Prepared by:**

DESINE INC.  
2183 Pless Drive  
Brighton, Michigan 48114

**A. INTRODUCTION (Sec. 18.07.01)**

This impact assessment has been prepared pursuant to Article 18 – SITE PLAN REVIEW of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed camp amenities on the surrounding community and, the economic condition and social environment of the Township.

This Impact Assessment has been prepared under the direction of Wayne Perry, P.E., DESINE INC., 2183 Pless Drive, Brighton, Michigan 48114. Mr. Perry is a licensed Civil Engineer, providing professional engineering services in Livingston County since 1988 with experience in private and municipal development including projects within Genoa Township and Livingston County.

**B. SITE LOCATION / DESCRIPTION (Sec. 18.07.02)**

The site is comprised of two parcels, containing a total of approximately 160 acres of property, bordered by McClements Road to the North, Euler Road on the East, Kellogg Road to the West, and large residential parcels to the South, as shown on Figure 1. Property to the North of the site is zoned Public and Recreational Facilities (PRF), to the East and South is zoned Country Estate (CE), with Low Density Residential (LDR) to the West.

The existing site is comprised of mostly wooded undeveloped land, with the existing camp area containing existing buildings, drives and open areas in the Northerly portion of the site. Access to the camp is from the entrance located on McClements Road.

The proposed amenities to be constructed within the existing camp area on the site consist of a 72 foot wide by 36 foot deep deck, located on the South elevation of the existing dining hall building, a climbing tower, 45 feet in height, a 650 foot long zip line North of the lake, beginning at the tower and having a terminating pole 20 feet in height.

**C. IMPACT ON NATURAL FEATURES (Sec. 18.07.03)**

Existing soils on the property are primarily Wawasee loam. These soils are well drained soils found in till plains and moraines, with slopes of 2%-6%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light. The Soils Map, shown in Figure 3, shows the locations of specific soil types as classified.

Soil classifications are prepared by the United States Department of Agriculture, Soil Conservation Service, and “Soil Survey of Livingston County”. On-site soils consist of the following:

**CONOVER LOAM (CvraaB):** CONOVER LOAM soils are typically somewhat poorly drained soils found on till plains and moraines, with slopes of 0%-4%. Surface runoff is slow, permeability is moderately slow, and the erosion hazard is light.

**CARLISLE MUCK (CvraaA):** CARLISLE MUCK are typically nearly level soils found in depression areas of lake plains, outwash plains, glacial drainage ways, and moraines, with soil slopes of 0% -2%. Surface runoff is very

slow to ponded, permeability is moderately rapid, and the erosion hazard is moderate.

**WAWASEE LOAM (MoA):** WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 0%-2%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light.

**WAWASEE LOAM (MoB):** WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 2%-6%. Surface runoff is medium, permeability is moderately low and the soil erosion hazard is light.

**WAWASEE LOAM (MoC):** WAWASEE LOAMS are typically well drained soils found in till plains and moraines, with slopes of 6%-12%. Surface runoff is high, permeability is moderate and the soil erosion hazard is light.

**MIAMI LOAM (MoD):** MIAMI LOAMS are typically well drained soils found in till plains and moraines, with soil slopes of 12%-18%. Surface runoff is medium, permeability is moderate and the soil erosion hazard is moderate.

**MIAMI LOAM (MoE):** MIAMI LOAMS are typically well drained soils found in till plains and moraines, with soil slopes of 18%-25%. Surface runoff is medium, permeability is moderate and the soil erosion hazard is moderate.

**FOX-BOYER SANDY LOAM (FrD):** FOX-BOYER SANDY LOAMS are typically well drained soils found on till plains, outwash plains, and moraines, with soil slopes of 12%-18%. Surface runoff is rapid; permeability is moderate in the Fox soil and is moderately rapid in the Boyer soil. The erosion hazard is moderate.

The property contains a variety of natural features consisting of primarily wooded upland in the undeveloped portions of the property, with lawn, mowed grasses and shrub/scrub brush areas in the portion of the property developed for use as a camp. Wooded areas within the site are comprised of hardy, native species such as Oak, Hickory, Maple and Pine. Elm, Cottonwood, Willow, Poplar, Black Locust and other less desirable tree species are also present. The proposed improvements will not require removal of existing trees.

Existing topography of the site is gently sloping to moderately rolling terrain. Elevations on the property vary from an elevation of 992 at high points, to approximately 966 at lake level. Surface water drainage on the property generally flows to the existing lake in the central portion of the property.

The proposed construction and improvements will not require filling or grading of the property. Surface drainage characteristics on the property will not be affected by construction of the proposed improvements. Construction of the proposed improvements will not reduce the permeable area of the property.

The proposed changes and modifications will not significantly impact local aquifer characteristics or groundwater recharge capacity.

Upland wildlife habitats on the property include primarily small woodland, field grass and shrub/scrub brush areas. Wildlife supported in these areas are generally smaller woodland creatures, field animals, and birds. Larger animals, such as deer, may traverse the site. Wetland habitats on the property support a variety of wildlife including transient waterfowl and various small wetland animals. The wetland and water habitats will remain undisturbed during construction and development of the property.

The National Wetlands Inventory map maintained by the United States Department of the Interior, Fish and Wildlife Service indicates that there are freshwater emergent wetlands and freshwater forested/shrub wetlands associated with the existing lake in the center portion of the property.

**D. IMPACT ON STORM WATER MANAGEMENT (Sec. 18.07.04)**

Construction of the proposed climbing tower, zip line and deck will have no measurable impact on storm water management within the camp property.

Surface water runoff generated from all improved areas of the site flows to the onsite lake.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around the areas proposed to be impacted during construction. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties due to the construction of this site will be minimized by implementing soil erosion control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

**E. IMPACT ON SURROUNDING LAND USES (Sec. 18.07.05)**

Surrounding land uses to the East, South and West of the site Residential. Land use to the North is Public and Recreational Facilities. No adverse impact to adjacent properties is anticipated due to construction of the proposed improvements.

The proposed use of the property does not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to person and/or property beyond the lot lines. No significant change in air pollution is anticipated.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials. The site will comply with the performance standards contained in Section 13.05 of the Township Zoning Ordinance.

Soil erosion control measures such as silt fence and construction track mats will be used

during construction to control siltation and sedimentation from entering the onsite lake and have an adverse impact on adjacent properties.

**F. IMPACT ON PUBLIC FACILITIES AND SERVICES (Sec. 18.07.06)**

The Livingston County Sheriff and Michigan State Police will provide Police protection. Public safety services required to accommodate the proposed use are anticipated to be minor.

The Brighton Area Fire Department as a part of an existing governmental agreement will provide fire protection service. No significant change in fire protection services are anticipated as a result of the proposed modifications to the camp.

The property is accessed from McClements Road, and connecting to Euler Road, providing adequate access for emergency vehicles.

The proposed plan modifications will not create any direct adverse impact on the public schools.

**G. IMPACT ON PUBLIC UTILITIES (Sec 18.07.07)**

The camp is currently served by onsite water service and wastewater treatment system. The proposed camp improvements will have no impact on the existing water supply and wastewater treatment systems.

The site is currently serviced by electric, gas, phone and cable systems.

**H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS (Sec. 18.07.08)**

The existing camp and proposed improvements on the site will not use, store, generate and/or discharge potentially polluting materials. Small quantities of material such as cleaning products and chemicals may be stored. No adverse effect is expected due to hazardous materials on-site.

**I. TRAFFIC IMPACT STUDY (Sec. 18.07.09)**

The proposed camp improvements will not impact traffic to the existing camp. No adverse impact on pedestrian traffic in the area is anticipated as a result of developing the proposed project.

**J. HISTORIC AND CULTURAL RESOURCES (Sec. 18.07.10)**

The existing buildings on the property do not have any major historic significance on a local, regional or state level.

**K. SPECIAL PROVISIONS**

No special provisions or requirements are currently proposed for this facility.



**FIGURE 1**



**LOCATION MAP**  
SCALE: 1in. = 2000ft.

**FIGURE 2**



**SITE IMPROVEMENTS (NORTH)**  
**NOT TO SCALE**

**FIGURE 3**



**SOILS MAP**  
**(NOT TO SCALE)**

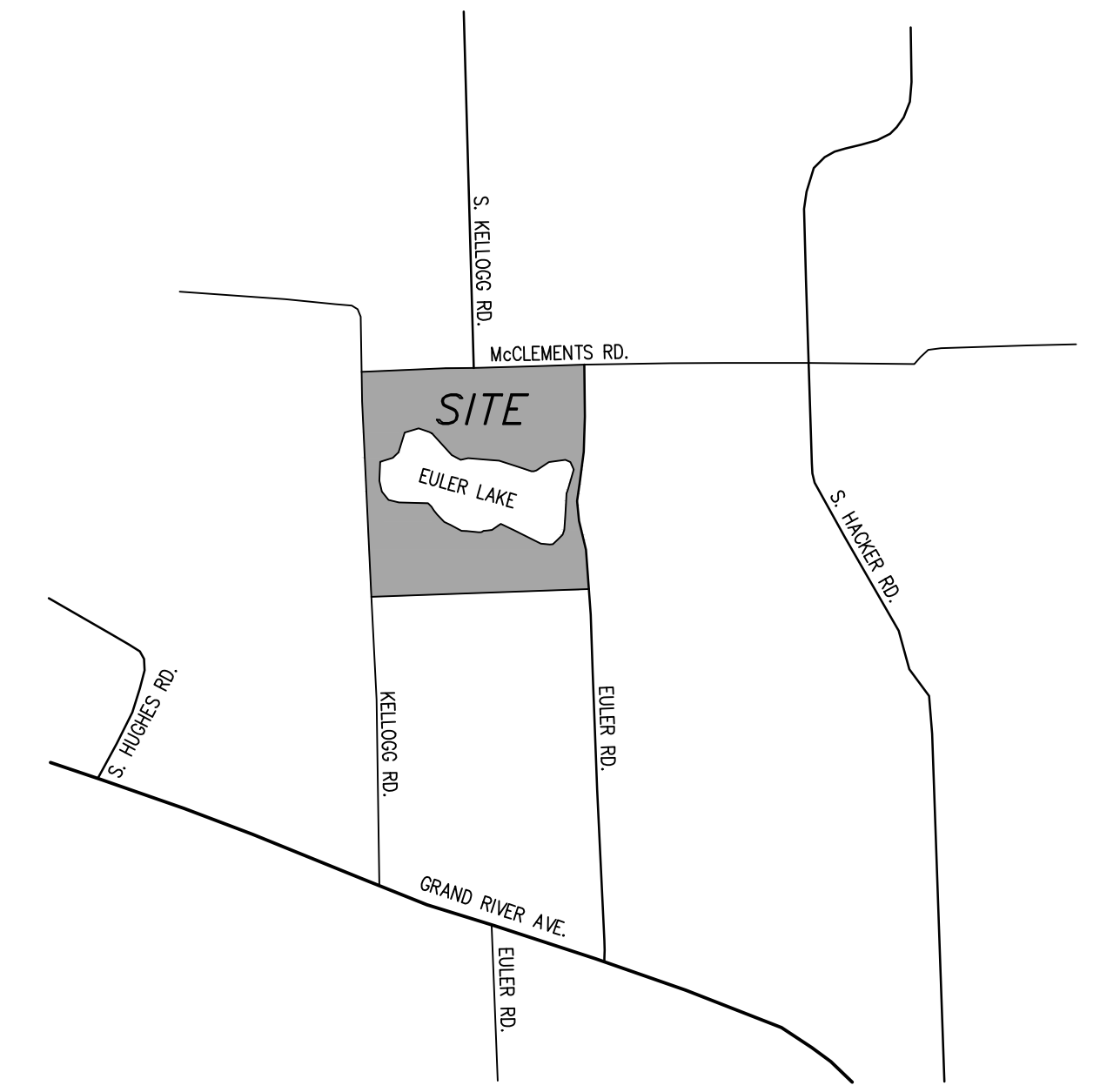
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	5.0	3.2%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.2%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.5	7.3%
Ho	Houghton muck, 0 to 1 percent slopes	4.3	2.7%
MoB	Wawasee loam, 2 to 6 percent slopes	62.4	39.7%
MoC	Wawasee loam, 6 to 12 percent slopes	20.0	12.7%
MoD	Miami loam, 12 to 18 percent slopes	4.9	3.1%
MoE	Miami loam, 18 to 25 percent slopes	11.7	7.4%
MoF	Miami loam, 25 to 35 percent slopes	13.3	8.5%
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes	6.4	4.0%
W	Water	14.4	9.1%
<b>Totals for Area of Interest</b>		<b>157.3</b>	<b>100.0%</b>

**LEGEND**  
**(NOT TO SCALE)**

PROPOSED IMPROVEMENTS TO  
**CHALDEAN CATHOLIC CHURCH of the UNITED STATES of AMERICA**  
**OUR LADY of the FIELDS CAMPGROUND**  
 SKETCH PLAN



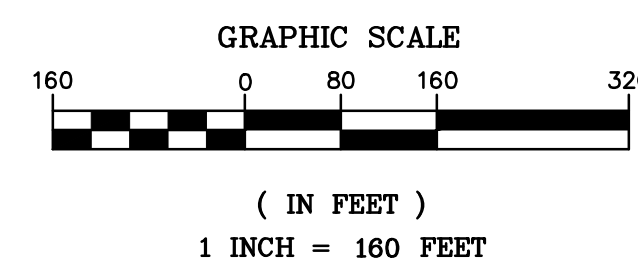
**LEGAL DESCRIPTIONS**  
 11-11-200-001  
 THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11  
 T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.  
 11-12-100-002  
 THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12  
 T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**LOCATION MAP**  
 SCALE: 1in. = 2000ft.

**NOTES:**  
 NO CHANGES ARE PROPOSED TO EXISTING SITE UTILITIES  
 NO CHANGES ARE PROPOSED TO EXISTING GRADING, LIGHTING  
 DUMPSTERS, PROTECTED OR LANDMARK TREES.  
 NO CHANGES ARE PROPOSED TO EXISTING BUILDINGS.

**SHEET INDEX**  
 C1.0 NORTH CAMP GROUND IMPROVEMENT SKETCH PLAN  
 C1.1 NORTH CAMP GROUND ZIP LINE STRUCTURES SKETCH PLAN



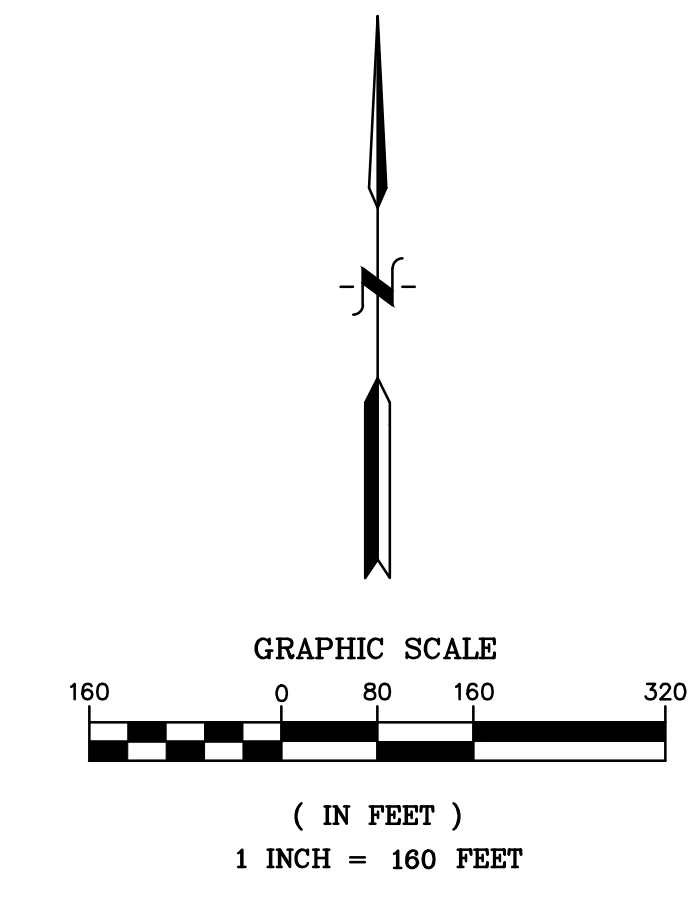
**OWNER / APPLICANT**  
 CHALDEAN CATHOLIC CHURCH OF  
 THE UNITED STATES OF AMERICA  
 25603 BERG ROAD  
 SOUTHFIELD, MICHIGAN 48033

**ENGINEER / SURVEYOR**  
 DESINE, INC.  
 2183 PLESS DR.  
 BRIGHTON, MICHIGAN 48114

**811**  
 Know what's below.  
 Call before you dig.  
 3 WORKING DAYS  
 BEFORE YOU DIG  
 CALL 811 OR 1-800-482-7171  
 (TOLL FREE)  
 OR VISIT CALL811.COM

**DESINE INC**  
 (810) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

ISSUED	SCALE: 1in. = 200ft.
	PROJECT No.: 224345
	DWG NAME: 4345 COV
	PRINT: OCT, 26, 2022



- PROPOSED IMPROVEMENTS:
- A) CLIMBING TOWER – 45' HEIGHT
  - B) 650 FOOT ZIP LINE
  - C) TERMINATING POLE – 20' HEIGHT
  - D) 72' X 36' DECK – AT GRADE

**811**  
Know what's below.  
Call before you dig.

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BEFORE YOU DIG  
CALL 811 OR 1-800-482-7171  
(TOLL FREE)  
OR VISIT CALL811.COM

**DESIGN INC**

(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT:						
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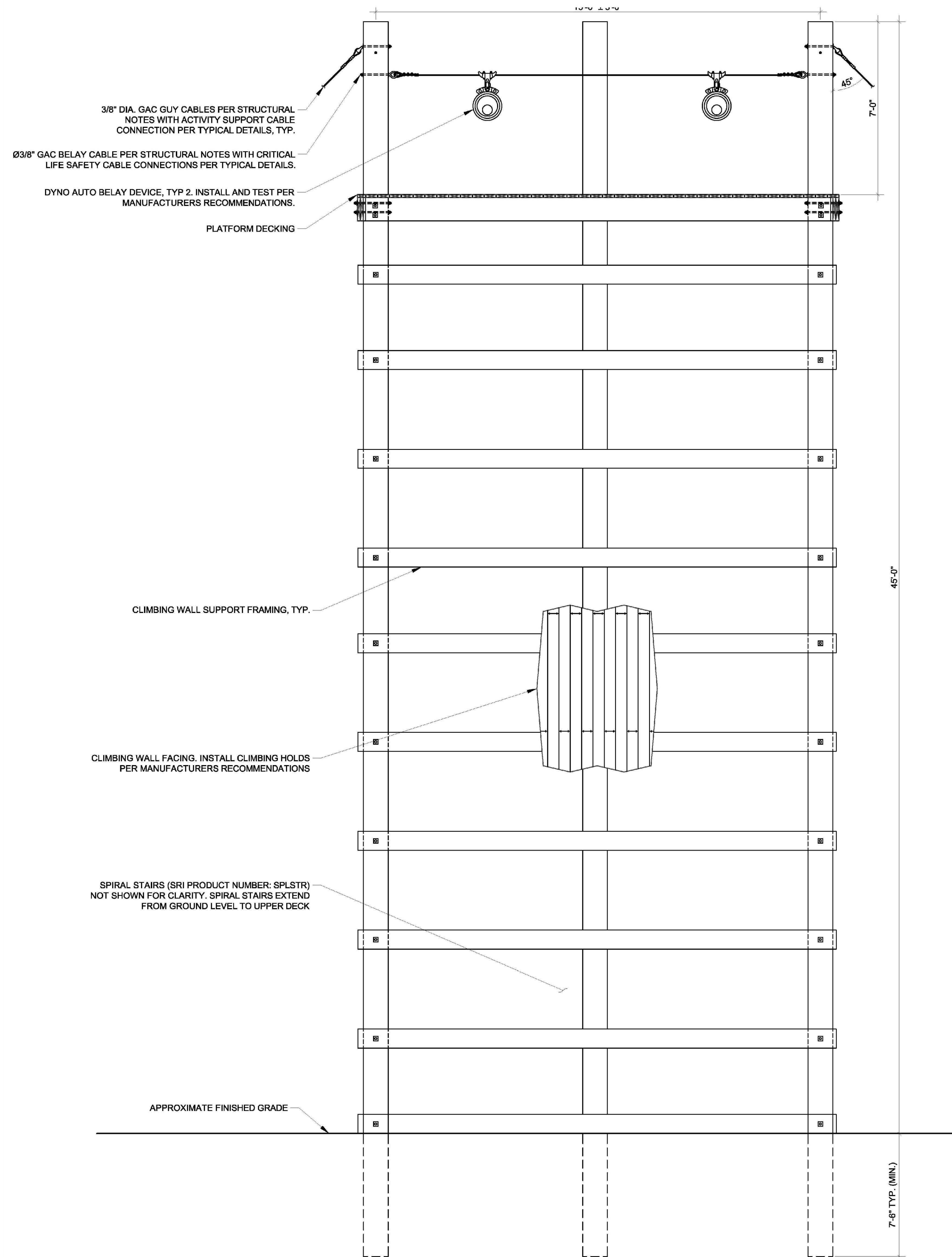
Our Lady of the  
Fields

North Campground  
Improvement  
Sketch Plan

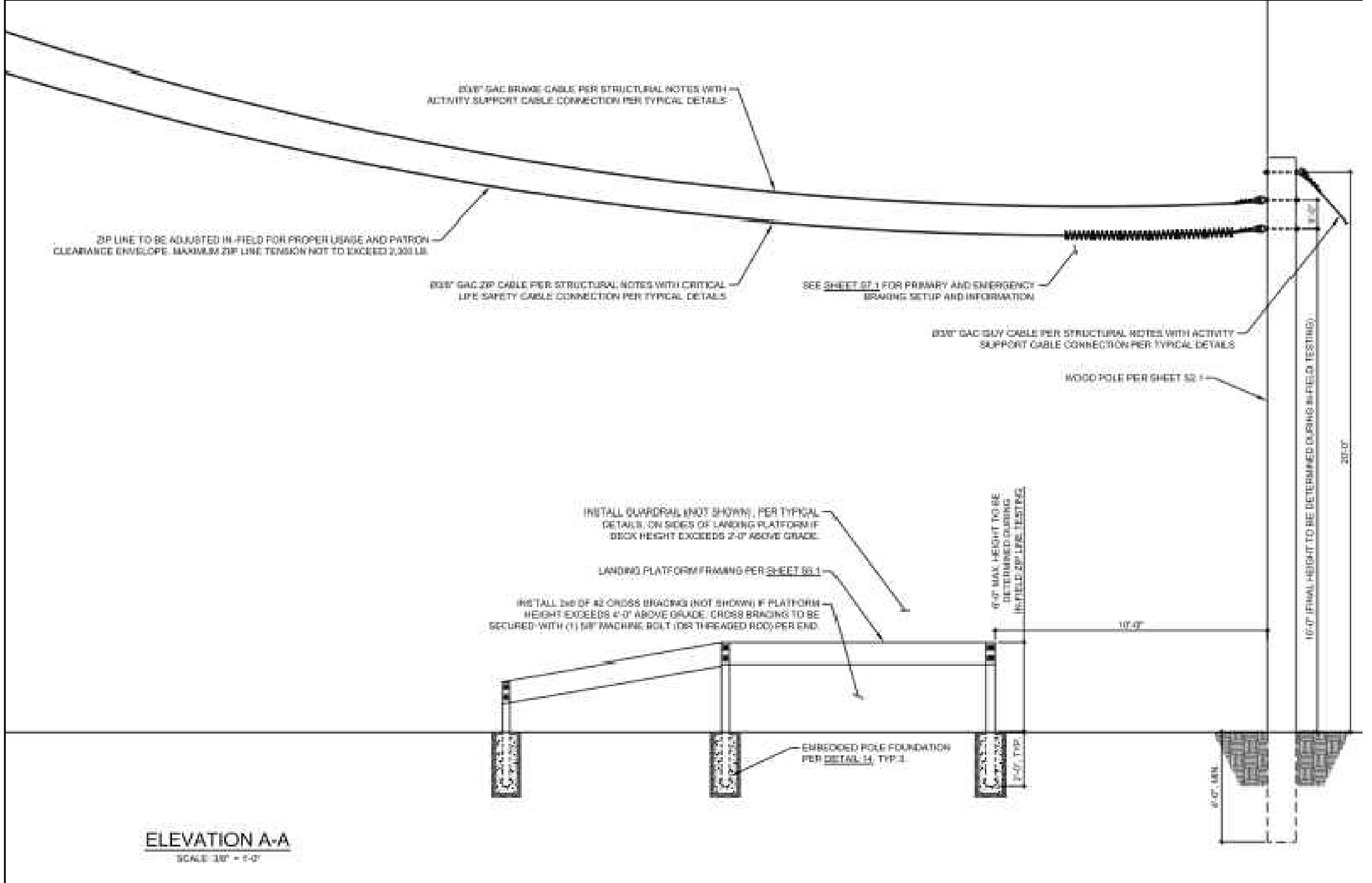
CLIENT:  
Chaldean Catholic Church of  
the United States of America  
25603 Berg Road  
Southfield, Michigan 48033

SCALE: 1"=100'  
PROJECT No.: 224345  
DWG NAME: 4345 CP  
ISSUED: OCT. 26, 2022

**C1.0**



**ELEVATION**  
CLIMBING TOWER  
NOT TO SCALE



**ELEVATION A-A**  
SCALE: 3/8" = 1'-0"

TERMINATING POLE  
NOT TO SCALE

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT:						
CHECK:						

Our Lady of the Fields

North Campground Zip line Structures Sketch Plan

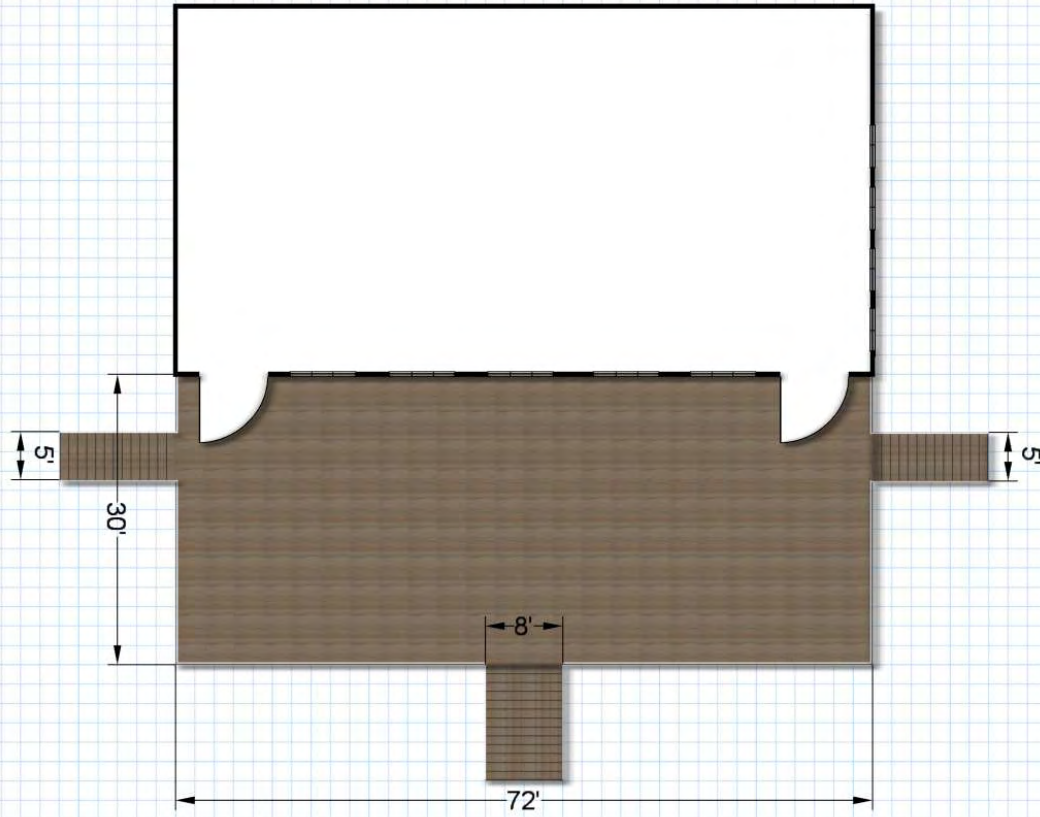
CLIENT:  
Chaldean Catholic Church of the United States of America  
25603 Berg Road  
Southfield, Michigan 48033

SCALE: NONE  
PROJECT No.: 224345  
DWG NAME: 4345 CP  
ISSUED: OCT. 26, 2022

C1.1









**PLEASE CLICK HERE  
FOR THE MASTER PLAN  
PUBLIC HEARING  
PACKET.**

**THIS PORTION OF THE PACKET WAS  
PREPARED SEPERATELY TO REDUCE THE  
SIZE OF THE MEETING PACKET.**

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
September 12, 2022  
6:30 P.M.  
MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:30 p.m. Present were Chris Grajek, Jeff Dhaenens, Eric Rauch, Tim Chouinard and Diana Lowe. Absent were Glynis McBain and Marianne McCreary. Also present was Kelly VanMarter, Community Development Director/Asst. Township Manager, Brian Borden of Safebuilt, and Shelby Byrne of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to approve the agenda as presented. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC:

The call to the public was opened at 6:31 pm with no response.

LIVINGSTON COUNTY PLANNING DEPARTMENT ANNUAL UPDATE:

Ms. Kathleen Kline-Hudson, Livingston County Planning Director; Matt Ikle, a member of the Livingston County Planning Commission; and Harmony Gmazel from MSU Extension were present. Ms. Kline-Hudson provided a review of the Planning Commission's meeting process. They completed a broadband study for Livingston County in order to find where there are underserved households. They are now working on how to bring that service to these areas. There are two reports providing the details of this study on their website. They are working on the five-year Livingston County Parks and Open Spaces Plan.

Mr. Ikle stated that the Livingston County Master Plan has won national awards. He praised the Livingston County planning staff.

Ms. Gmazel stated they will be hosting a citizen planner course and she invited each of the Commissioners to sign up for this training. It is a six-week course and starts at the end of October.

Commissioner Dhaenens asked Ms. Kline-Hudson how Genoa Township as well as other communities can meet to open the dialogue to discuss traffic issues in the county. She stated she can definitely facilitate a discussion between the appropriate municipalities.

OLD BUSINESS:

**OPEN PUBLIC HEARING #1**...Consideration of a rezoning application, PUD Agreement, Environmental Impact Assessment and conceptual PUD Plan for a proposed rezoning and conceptual plan approval for a proposed development of 204 apartment units. The proposed rezoning is to go from Neighborhood Service District (NSD)/Medium Density Residential (MDR) with Town Center Overlay (TC) to High Density Residential (HDR) with a Residential Planned Unit Development (RPUD) overlay. The request involves parcels 4711-11-300-014 and 4711-14-100-002 located on the southeast corner of Grand River Avenue and Dorr Road. The request is petitioned by Grand River Dorr, LLC.

- A. Recommendation of Rezoning to HDR/RPUD
- B. Recommendation of PUD Agreement (dated 6-22-22)
- C. Recommendation of Environmental Impact Assessment (file dated 5-25-22)
- D. Recommendation of Conceptual PUD Plan (dated 8-22-22)

Mr. Mark Kassab and Mr. James Galbraith of Grand River Dorr, LLC, Mr. Jonathan Curry, the architect, and Ms. Jill Bauer, the traffic engineer, were present.

Mr. Kassab reviewed the requests that were made at the previous Planning Commission meeting. They have increased the setbacks on Grand River from 50 feet to 75 feet and on Dorr Road from 46 feet to 77 feet.

They have done a lot of research and called MISS Dig and there is no fiber optic line through the property.

Ms. Bauer stated she has received a copy of the traffic study that was done for the hospital and that proposed expansion did not negatively affect the traffic for this project. The study included the intersections at Dorr and Grand River & Hughes and Grand River. Most of the trips for the hospital are from and toward the east so they do not affect their project.

Mr. Borden reviewed his letter dated August 31, 2022

1. PUD Qualifying Conditions

- Based upon his review, the qualifying conditions of Section 10.02 are satisfied. The applicant must address any comments provided by the Township Engineer, Utilities Director and/or Brighton Area Fire Authority.

2. Rezoning Criteria

- As a PUD project, the request may be viewed as consistent with the intent and goals/objectives of the Master Plan.
- HDR rezoning may be viewed as appropriate given the inclusion of the RPUD and the site amenities provided by the proposal.
- His belief is that the RPUD is reasonable provided the provisions of Section 10.03.01 are met to the Township's satisfaction.

3. Conceptual PUD Plan

- Deviations are sought for side and rear parking setbacks, excess parking spaces, grading (but not structures) within the natural feature setback, and from the requirement for a 100-foot open space depth along exterior public roadways. He noted they improved this to 75 feet; however, it still requires a deviation.
- Revisions to the plan have improved upon the parking setback and open space depth deviations previously discussed.
- Per the previous meeting, the applicant is working on building material calculations to determine whether deviations are necessary or not. This would need to be determined at the time final site plan approval is requested.

4. Draft PUD Agreement

- The Agreement must identify the deviations sought as part of the PUD.
- He suggests additional language be provided with respect to the preservation and maintenance of open space/conservation areas.
- If a phased project is proposed, each phase must be described and outlined.
- The applicant must address any comments provided by staff and/or the Township Attorney.

Ms. Byrne reviewed her letter dated September 7, 2022. Two significant items are:

1. The Livingston County Road Commission will need to approve both access drives to the site, and this approval should be provided to Genoa Township prior to final approval.
2. The response letter provided by Grand River Dorr, LLC., dated August 22, 2022, provided modified setbacks on Grand River Avenue and Dorr Road, and referenced communication with the Livingston County Road Commission. Communication with the Road Commission regarding the suitability of the proposed setbacks for future ROW needs should be provided to the Township for their records.

The remaining items in her letter were for informational purposes or will be addressed at final site plan approval.

The letter from the Brighton Area Fire Authority Fire Marshal, Rick Boisvert, dated August 25, 2022 states the following:

- A minimum vertical clearance of 13½ feet shall be maintained along the length of all apparatus access drives. This includes but is not limited to porte-cochere, lighting, and large canopy trees. A number of trees must be relocated, the species modified, or the

road width increased to not overhang the roadways. **(A note was provided to address plantings at final site and construction review on the previous submittal, however the artist rendering indicates over 400 large canopy trees lining the roadways throughout the development. As they grow and reach full growth, nearly all species will either partially or completely encroach the roadway. Additional consideration shall be made to placement and species, and will require the ownership to include the overhead clearance requirement in the facility maintenance plan.)**

Mr. Kassab provided the type of trees that will be planted and how they grow, noting that they will not encroach into the roadway.

The call to the public was opened at 7:04 pm.

Ms. Janine Deaton of 699 Sunrise Park stated the corner at Grand River and Dorr Road is a blind spot. She asked how this traffic is going to affect the traffic on Grand River to Bendix, to Hacker, and further. She is also concerned about the power grid. She recently had a five-day power outage.

Ms. Serena Anzalone of 5964 Glen Echo stated the traffic light at Dorr Road does not function properly.

Mr. Ed Loft of 6055 East Grand River stated there will be over 300 cars entering and exiting this complex each day. He asked about the detention pond and how it will drain. Mr. Curry explained that the Road Commission has restricted how much they can send out of this pond and into the lake. Mr. Loft asked if there will be a light installed on Dorr Road at the entrance.

Ms. Irene Loft stated that her view is beautiful now and if this is developed, it will then be of all of these buildings and garage doors.

Ms. Susan Nichols of 4935 Fairways Drive is concerned about immigrants coming into our community. She saw a group of approximately 25 immigrant men at Marshalls. She is not sure how they are getting here. They are a danger. A woman was cornered at Target by two Mexican men recently. She wants to ensure these are high-end apartments and they will not be subsidized.

The call to the public was closed at 7:15 pm.

Mr. Kassab stated this is not a subsidized complex. With their targeted rent, the household income of the residents would need to be approximately \$150,000 per year. He understands the traffic concerns; however, as the planner stated, this property is currently zoned to allow for 28

units per acre and they are proposing 6 units per acre. This PUD would benefit the Township and the developer. This is proper and sustainable development.

Commissioner Rauch thanked the public for their comments and understands their concerns. The applicant has provided all of their information from their professionals and it has been reviewed by the Township's professionals. He questioned if there was anything that the applicant can do to improve the outlet of their stormwater into the lake. Ms. Kassab stated that when they develop the property and install the retention ponds, it will improve the quality of the water that is coming off of their property.

There was a discussion regarding the current ROW and any possible increases to the ROW at this intersection and how that would affect the setbacks proposed for this development. Commissioner Rauch noted that while the setbacks have been increased with the new plan, they still do not meet the requirements. He would like to see the two buildings on Grand River meet the 100 foot setback requirements.

Commissioner Dhaenens would like to see the 100 foot setback met on Grand River and Dorr Road. Mr. Kassab stated they cannot increase the setback and decrease the size of the units. To accommodate the smaller setback, they have increased the landscaping and buffer along both roadways. Commissioner Dhaenens agrees with that for Dorr Road; however, he agrees with Commissioner Rauch. He would like the setback to be 100 feet on Grand River. Mr. Kassab provided his reasoning for requesting the deviation, which included the integrity of the product he is developing, the preservation of the wetlands on the property, as well as the financial feasibility of the project.

Chairman Grajeck asked for the setback requirements as it is zoned now. Mr. Boarden stated they are allowed a zero lot line setback. Commissioner Rauch stated this would be if this were a commercial development, and this is residential. Ms. VanMarter stated she has met with the Road Commission about traffic calming in this area and they were not in favor of that. She questioned the applicant if they have met with the Road Commission to determine if they have plans to increase the ROW. Mr. Kassab is not aware of any plans that the Road Commission has with increasing the road width. He noted that there is very little market for commercial development.

Commissioner Chouinard would like to see the 100 foot setback on Grand River, but noted that this project will develop this site and it is difficult to develop it as it is currently zoned commercial. If it was developed as commercial, the setback could be zero. The applicant's product is "top-notch".

Ms. VanMarter stated the standard setback along Grand River is 35 feet and if there is parking in the front, then the setback would be 70 feet. The Grand River setback for the condos off of Cortland Avenue is 35 feet.

Mr. Kassab showed and reviewed the Google Maps view of their development in Novi, which is on Grand River also, and is very similar to what they are proposing in Genoa Township.

Ms. VanMarter advised the public that she will contact the Road Commission tomorrow to alert them of the signal trouble at Glen Echo as noted in the call to the public.

**Moved** by Commissioner Rauch, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the rezoning from Neighborhood Service District (NSD)/Medium Density Residential (MDR) with Town Center Overlay (TC) to High Density Residential (HDR) with a Residential Planned Unit Development (RPUD) overlay for Parcels 4711-11-300-014 and 4711-14-100-002 located on the southeast corner of Grand River Avenue and Dorr Road, per the following

- The Planning Commission finds this request is consistent with the intent and goals/objectives of the Master Plan.
- HDR rezoning is appropriate given the inclusion of the RPUD and the site amenities provided by the proposal.
- The provisions of Section 10.03.01 of the Zoning Ordinance are met to the Planning Commission's satisfaction.

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, seconded by Commissioner Lowe, to recommend to the Township Board approval of the PUD Agreement dated June 22, 2022 for a proposed development of 204 apartment units for Grand River Dorr, LLC. per the following:

- The qualifying conditions of Section 10.02 of the Zoning Ordinance are satisfied.
- The applicant must address any comments provided by the Township Engineer, Utilities Director and/or Brighton Area Fire Authority.

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Environmental Impact Assessment dated May 25, 2022 for a proposed development of 204 apartment units for Grand River Dorr, LLC. **The motion carried unanimously.**

**Moved** by Commissioner Rauch, seconded by Commissioner Lowe, to recommend to the Township Board approval of the Conceptual PUD Plan dated August 22, 2022 for a proposed development of 204 apartment units for Grand River Dorr, LLC. per the following:

- The deviations for building and parking setbacks along Dorr road are appropriate.
- The deviations along Grand River for building and parking setbacks shall be reviewed to determine if they can be moved further south to decrease the 25-foot deviation.
- As a concept plan the Planning Commission finds this appropriate.

**The motion carried unanimously.**

NEW BUSINESS:

**OPEN PUBLIC HEARING #2...**Consideration of a sketch plan for a proposed pavilion located on the north side of Lake Chemung in the Lake Chemung Outdoor Resort campground located at 320 Hughes Road. The request is petitioned by Joseph Maezes, Lake Chemung Outdoor Resorts, Inc.

A. Disposition of Sketch Plan (7-13-22)

Mr. Joseph Maezes and Mr. Ron Paglioni were present. Mr. Maezes stated they would like to build an open-air pavilion to give relief for people from the sun or inclement weather. It will also be a place for people to hold special events.

Mr. Borden reviewed his letter dated August 31, 2022.

1. They are proposing a 55 foot setback so it does not meet the required 125-foot setback from the shoreline. This would require a variance from the ZBA.
2. Additional information is needed with respect to other existing accessory buildings/structures on the property. No more than two are allowed, by Ordinance. A variance may be needed from the ZBA.
3. The applicant must abide by the terms and conditions of previous use/zoning approvals. There was a discussion regarding the number of boats that were approved, which is 32, and if more are there.
4. Any existing landscaping in poor condition should be replaced as part of this project.

Ms. Byrne stated she has no engineering-related concerns.

Fire Marshal Rick Boisvert's letter dated August 30, 2022 stated he has no objection to this project.

Matt Bolang of the Livingston County Health Department does not have any issues with this proposal.

The call to the public was opened at 8:27 pm with no response.

**Moved** by Commissioner Dhaenens, seconded by Commissioner Chouinard, to approve the sketch plan dated July 13, 2022 for a proposed pavilion located on the north side of Lake Chemung in the Lake Chemung Outdoor Resort campground located at 320 Hughes Road for Joseph Maezes, Lake Chemung Outdoor Resorts, Inc., conditioned upon the following:



- The applicant will need to receive approval from the Zoning Board of Appeals for the 55-foot setback
- The applicant shall provide to the Township with the number of boats that are currently allowed to be moored.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #3...**Consideration of a sketch plan for a proposed outdoor commercial smoker for use as part of the Log Cabin Restaurant located at 5393 Grand River Avenue, north side of Grand River, Between Eckles Drive and Westwood Drive. The request is petitioned by Chris Stone.

A. Disposition of Sketch Plan (file date 8-22-22)

Mr. Chris Stone stated they would like to place a 5 foot x 6 foot smoker on their property. It is six feet away from the building. They cannot meet the required setback because of the shape of the lot. They have already applied for the variance from the ZBA.

Mr. Borden reviewed his letter dated August 31, 2022.

1. The required rear yard setback requirement of 50 feet is not met. They are proposing an 18 foot setback. A variance from the ZBA will be required.
2. The maximum number of accessory buildings allowed of two is exceeded as this proposal would result in at least three. A variance from the ZBA will be required.
3. He suggested additional rear yard screening/buffering be provided as this property abuts residential properties. This would be a Buffer Zone B; however, he does not believe a full requirement of that buffer zone would be needed. Mr. Stone stated they have spoken to the neighbors and they requested to have a wall or a fence installed and he is agreeable to that. Mr. Borden agrees. He suggested that the applicant keep as much of the existing landscaping as possible.
4. Any existing landscaping in poor condition should be replaced as part of this project.

Ms. Byrne stated there are no engineering concerns with the project.

The letter from the Brighton Area Fire Authority Fire Marshal, Rick Boisvert, dated September 7, 2022 states the following:

1. The smoker shall be installed a minimum of 24" away from the combustible building surface.
2. Firewood shall not be stored against the combustible wood building.
3. The smoker must be installed in a surround that maintains the proper safety and maintenance clearances in accordance with the manufacturers specifications. A non-combustible surround and covering is highly recommended.

4. If the exhaust duct penetrates a combustible shelter roof or the back wall of the surround it shall be done so in accordance with the manufacturer's instructions and NFPA 96.

The call to the public was opened at 8:38 pm with no response.

**Moved** by Commissioner Lowe, seconded by Commissioner Rauch, to approve the sketch plan dated August 22, 2022 for an outdoor commercial smoker for use as part of the Log Cabin Restaurant located at 5393 Grand River Avenue, north side of Grand River, Between Eckles Drive and Westwood Drive for requested by Chris Stone, conditioned upon the following:

- Any variances required shall be approved by the Zoning Board of Appeals.
- All requirements of the planner's letter dated August 31, 2022 shall be met.
- All requirements of the Brighton Area Fire Authority Fire Marshal's letter dated September 7, 2022 shall be met.
- A six-foot fence shall be installed along the rear property line and approved by Township Staff.

**OPEN PUBLIC HEARING #4...**Consideration of an amendment to a previously approved site plan for a climate-controlled indoor commercial storage business located at 2630 E. Grand River Avenue, south side of Grand River, east of Chilson Road. The request is petitioned by Schafer Construction, Inc.

A. Recommendation of Site Plan Amendment (8-22-22)

Mr. Stan Schafer of Schafer Construction and Mr. Dan LeClair of Greentech Engineering were present. They are proposing to decrease the amount of the parking lot that was approved to be pulverized and repaved. The owners are preparing to develop the front portion of the site and the other area of the lot is in good condition. They are proposing to repair and seal coat these areas instead.

Mr. Borden reviewed his letter dated September 6, 2022.

1. The applicant seeks authorization to not improve the front parking lot, which was a condition of site plan approval.
2. In order to remove a condition of approval, the request must follow the same review process, which is a Planning Commission recommendation to the Township Board.
3. There is no indication of the anticipated timeline to create/develop the frontage site.
4. If the request is granted, the front parking lot could remain in poor condition until the frontage site is developed.
5. As an alternative to leaving the front parking lot as-is, the applicant should consider having it removed and sodded with grass/landscaping until a future development occurs.

Commissioner Rauch requested to have the driveway area that is next to the proposed outlot pulverized and repaved and suggested leaving some of the rear parking lot in its current condition to save costs. He agrees with Mr. Borden's suggestion of turning the outlot area into grass or landscaping. Commissioner Dhaenens agrees.

The call to the public was opened at 8:52 pm with no response.

Mr. Gary Markstrom's letter dated August 30, 2022 states there are no engineering concerns for this proposal.

Fire Marshal Rick Boisvert's letter dated September 7, 2022 stated he has no opposition to elimination of the parking lot surface improvement at the front of the building.

**Moved** by Commissioner Rauch, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of site plan amendment dated August 22, 2022 for a climate-controlled indoor commercial storage business located at 2630 E. Grand River Avenue, south side of Grand River, east of Chilson Road by Schafer Construction, Inc., with the following conditions:

- The petitioner shall update the plan to show pulverizing and repaving the driveway area, from the northeast corner of the property to the proposed new pavement near the building.
- The petitioner shall remove the gravel and reestablish with vegetation the area within the future outlot lines.
- The petitioner can choose to not repave up to 50 percent of the rear parking area.

**The motion carried unanimously.**

#### ADMINISTRATIVE BUSINESS:

##### **Staff Report**

Ms. VanMarter stated the next meeting will be **Tuesday**, October 11 due to Monday being Columbus Day. The only item on the agenda is the public hearing for the Master Plan Update.

##### **Approval of the August 8, 2022 Planning Commission meeting minutes**

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to approve the minutes of the August 8, 2022 Planning Commission Meeting as presented. **The motion carried unanimously.**

##### **Member Discussion**

The members expressed concerns over comments made during the call to the public for the apartment complex. The Commissioners agreed that this is a diverse community and inappropriate and racist comments should not be tolerated.

**Adjournment**

**Moved** by Commissioner Lowe, seconded by Commissioner Rauch, to adjourn the meeting at 9:01 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary

DRAFT