

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
MAY 8, 2023  
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.)*

**OLD BUSINESS:**

**OPEN PUBLIC HEARING # 1**...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)

**NEW BUSINESS:**

**OPEN PUBLIC HEARING #2**...Consideration of a sketch plan for a propose camp “giant swing” and a high ropes course 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 (4-10-23)

**OPEN PUBLIC HEARING #3**...Discussion regarding proposed solar ordinance.

**ADMINISTRATIVE BUSINESS:**

- *Staff Report*
- *Approval of April 10, 2023 Planning Commission meeting minutes*
- *Member discussion*
- *Adjournment*



The following information has been received since the  
April 10, 2023 PC Meeting

May 2, 2023

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

Re: Summerfield Pointe PUD amendment

Dear Ms. Ruthig;

Jack Healy met with the Hampton Ridge Condominium Board pertaining to the proposed Aster Boulevard private road connection between Summerfield Pointe PUD and Hampton Ridge Condominiums as requested by the Planning Commission at the April 10, 2023 meeting. Jack Healy has conveyed to me that the Hampton Ridge Condominium Board is requesting a vehicle gate across Aster Boulevard for use by emergency vehicles only, preventing cross-access by any non-emergency vehicle traffic. The Board does not want any additional traffic within their community generated from the Summerfield Pointe community.

Jack Healy is willing to install an emergency vehicle access gate across Aster Boulevard, at the Westerly property line of the Summerfield Pointe property. The gate will be equipped with a Knox Gate Box meeting the requirements of the Brighton Area Fire Authority to allow access by emergency vehicles. If this is acceptable to the Planning Commission, this will address the traffic concerns pertaining to the Hampton Ridge Condominium Association. The vehicle gate will be installed prior to the start of construction to preclude use of Aster Drive by construction traffic. Appropriate signage will be installed at the Lawson Drive – Aster Boulevard intersection informing drivers Aster Boulevard is a dead end with no exit.

Should the Planning Commission not be inclined to approve an emergency access only gate across Aster Boulevard, Jack Healy can only offer a one-time contribution to the Hampton Ridge Association for use on any traffic calming measures within their community in an amount not to exceed \$10,000. Jack Healy is unable to install traffic calming measures within the Hampton Ridge Condominium and is unable to be responsible for long term maintenance of traffic calming measures.

We have not completed further revisions to the development plans or documentation for the Summerfield Pointe Estates project pending resolution to the Aster Boulevard connection issue. We anticipate the following revisions will be provided for review and consideration following a resolution as to the Aster Boulevard connection:

- Revised PUD documents and the draft PUD Agreement will address comments provided by Township staff and/or the Township Attorney.
- Phasing descriptions in the PUD Agreement will be corrected to coordinate with the plans.

- A detailed site plan for the area of the project containing Units 53-56 will be provided. The area containing these units is not being revised from the currently approved PUD plan for this portion of the project.
- The site data and zoning table previously provided on sheet SD was inadvertently not included on the last submittal of this sheet. The table will be reattached and included.
- Traffic calming measures recommended in the Traffic Impact Assessment can not be implemented as noted earlier in this letter. A gate across Aster Boulevard for emergency vehicle use only will be detailed on the updated plans following a determination by the Planning Commission this resolution is acceptable.
- Minor discrepancies on the landscape plans will be corrected.
- The Master Deed will identify open space elements as general common elements subject to maintenance and protection by the association.
- Remaining comments provided by the Township Engineer will be addressed during the Final Site Plan submittal as required. There are no outstanding comments from the Township Engineer or the Brighton Area Fire Authority pertaining to the Preliminary condominium plans.
- During the Planning Commission meeting on November 14, 2022, at the time the Traffic Impact Assessment was requested, we specifically requested comment by the Planning Commission pertaining to the proposed private road deviations and standards as provided in the plans and supporting documentation for this development. We were told that the Planning Commission did not have concerns pertaining to the private roads as proposed.
- A Private Road Maintenance Agreement will be provided.

Additionally, Jack Healy has confirmed that the Summerfield Pointe Estates Condominium Association will be required to provide all lawn mowing and maintenance on both the privately owned unit areas as well as on all common areas. Language in the documents will be coordinated to specify this requirement.

Should you have questions pertaining to the information provided, please contact me at your convenience.

Respectfully,  
**DESINE INC.**

Wayne M. Perry, P.E.



cc: Jack Healy, Healy Homes LLC

**From:** [Sue Funk](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Hampton Ridge & Summerfield Pointe  
**Date:** Wednesday, May 3, 2023 8:40:03 PM

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## Hampton Ridge-Summerfield Point Issue

To: [amy@genoa.org](mailto:amy@genoa.org)

My husband and I moved to Hampton Ridge in 2008 and have liked how it operates and takes care of the properties very well.

We have already talked about putting in speed bumps for an occasional speeder but have decided against them! They tend to damage the equipment used here for maintenance and cars constantly going over them! Why should WE HAVE to deal with speed bumps that we never wanted because of Summerfield Pointe?

We would prefer that you go back to the original PUD plan of attached condominiums having the same lifestyle that area neighbors live in.

**Most important is installing the Knox Lock Pad Gate!** With our condominiums having 257 units we already have plenty of traffic in here on our private roads plus the complex to our north, Lakewood Knoll, has their second access road running through Hampton Ridge complex since 2002 adding more traffic to our roads! We do not need or want another complex using our roads! I am sure our dues would have to increase because we will have to put in our roads more often because of the extra Summerfield Pointe traffic.

Has Summerfield Pointe thought about all the traffic that could also be using the new access to come and go to the East through their complex?

From: Suzanne Funk, 4176 Hampton Ridge Blvd. Howell, MI 48843

**APRIL 10 PC Packet**



**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

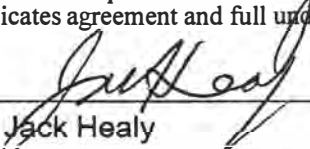
ADDRESS: 32696 Sleeth Rd, Commerce Twp., MI, 48362

**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.

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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.

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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.

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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.

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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: <sup>1</sup>

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: [Signature] 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.*

**From:** [Carrie Carter](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Summerfield Pointe Development  
**Date:** Tuesday, April 4, 2023 12:07:39 PM

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Good Afternoon,

I am writing as a concerned resident of Hampton Ridge Condominium Association. I live in building 17, which is near the end of the complex.

I understand that the Summerfield Pointe development plan was approved 20 years ago. My concern, again, is for the safety and well being of our community. The attachment of Aster Blvd to the development will open a thoroughfare for anyone wanting to cut through from Grand River to Latson road. I understand this opportunity is also afforded to us going back through that development. I am not worried about the residential people as much as those trying to "cut the corner."

I have a suggestion to incorporate, as a minimum, a traffic circle where Aster Blvd and the new development will meet. If anything, that would assist with slowing down the traffic as well as offering safety to the community as they use our walking path etc...

I hope to be at the meeting on April 10, but wanted to get this idea to you as soon as possible.

Thank you for your time,  
Sincerely,

Carrie A Carter  
4464 Aster Blvd  
Howell MI 48843  
701-367-9655

**From:** [Ann Streeter](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Subject:** Public Comments for Township Meeting April 10 regarding Summerfield Pointe Proposal  
**Date:** Tuesday, April 4, 2023 2:15:04 PM

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Dear Planning Commission Members,

I am a resident of Hampton Ridge Condominiums and would like to comment on the proposal to connect Aster Blvd to Summerfield Pointe Estates.

At the November 22 public hearing Commissioner Rauch requested a traffic study to better understand the impacts of how traffic would be affected by a connection of Aster Blvd to Summerfield Pointe Estates. The authors of the study failed to include data from traffic that flows into our Hampton Ridge community from the Lakewood Knoll subdivision and Lakewood Knoll condominium association. Lakewood Knoll communities have already impacted traffic in Hampton Ridge due to their use of our private roads in order to use the light at Latson Rd and Hampton Ridge Rd. Hampton Ridge residents do not use any of the roads in the Lakewood Knoll communities.

The HOA board of Hampton Ridge understands the use of our private roads by the Lakewood Knoll communities is due to Genoa Township ordinance in conjunction with the fire marshal. There is no change in this ordinance proposed. We have had to raise our HOA fees by \$5 each year in order to have enough money in our reserves to asphalt our private roads as they have really worn down over the years. Each time we raise our HOA our property values are affected because potential buyers do not want to pay high HOA fees.

Now Genoa Township is asking us once again to take on additional traffic without any compensation for our private roads. The township had pre approved the connection of Aster Rd to the new development in 2003. The traffic light was added in 2017. The traffic study states that we will have no more traffic than a typical residential neighborhood but the study is not based on actual data, only calculations. The traffic study does not fully represent what we experience from the Lakewood Knoll communities.

The recommendations from the traffic study indicate lane striping and speed humps are recommended to calm traffic. They also recommend a gate closure, one that is only accessible to emergency vehicles, if speed humps and lane striping do not mitigate traffic sufficiently to keep our private roads safe and maintained in good conditions.

Hampton Ridge Condominiums does not have the money to implement these recommendations. Through no fault of our own, our HOA dues would sky rocket if this burden is put on our community.

**The best solution to this issue is to NOT connect Aster Rd to Lawson Rd. The next best solution is to allow for a gate closure that has a Knox box accessible to emergency vehicles.**

I am hoping that the planning commission members will be fair to all sides regarding this issue. Hampton Ridge has already had to take on the burden of extra traffic for the Lakewood Knoll communities without any compensation. It is an unfair burden to ask us to do this again.

**Thank you,**

**Ann Streeter**

**HOA Hampton Ridge Board Member**



**From:** [Susan Gardner](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Re: Tonight's public hearing regarding Hampton Ridge  
**Date:** Tuesday, November 15, 2022 3:28:07 PM  
**Attachments:** [image001.png](#)

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Hi Amy,

I was able to attend last night after all and had a chance to speak. Thank you for a well-managed meeting. In my time on Brighton Planning Commission and City Council, I have sat on your side of the dais for many such meetings, and they can be challenging to navigate.

I'm curious to know if two points of road access is required for Summerfield Pointe and, if yes, why. When a development is being worked into areas with surrounding development, joining to an existing neighborhood is always a point of contention. The solutions I've seen is making the additional road connection but with a crash gate to address any safety and fire access, and also not making the additional connection but requiring that the homes are built with residential fire sprinkler systems.

It's unfortunate, 20 years ago when Hampton was being planned, that Aster Blvd was not made wider than it is today, and possibly even a public road. Despite how any master planning documents were drawn up, each of the related developments appears treated more as stand-alone. I'm certain the developer of Summerfield Pointe would greatly prefer to market the property with two access points vs. one, but per the comments made last night, Aster Blvd is truly not very suitable as a through-way. In fact, Hampton now has traffic enforcement, and that shows the seriousness of enforcing the speed limit of 15 MPH.

It was a great plan to table and obtain a traffic study. Is there any possibility of a traffic signal on Grand River at the access to Summerfield Pointe?

Thank you again,  
Susan Gardner  
810-360-3686

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**From:** Amy Ruthig <[amy@genoa.org](mailto:amy@genoa.org)>  
**Sent:** Monday, November 14, 2022 6:09 PM  
**To:** Susan Gardner <[sgardner386@hotmail.com](mailto:sgardner386@hotmail.com)>  
**Subject:** RE: Tonight's public hearing regarding Hampton Ridge

Thank you. I was able to supply a hardcopy of this email at the table for the Commissioner's tonight.

[Amy Ruthig](#)  
Planning Director

**From:** [Jamie](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Subject:** Figurski-traffic study; Hampton Ridge-Summerfield Pointe  
**Date:** Monday, November 14, 2022 10:02:35 PM

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Hello,

Chairperson Grajek mentioned at tonight's 11/14 planning meeting agenda #2 (during the discussion of a potential traffic study), about Figurski being a cut through of Hampton Ridge residents. I am uncertain if I misunderstood or didn't hear correctly, but Figurski does not connect to Hampton Ridge and runs to the south of our property boundary. So the only access we have to Figurski is to turn left at Latson from Hampton Ridge Blvd and make an immediate left to Figurski. And obviously we can access Figurski from multiple connections along Grand River returning to our community. For many residents, it is safer and easier to stay on Latson or Grand River, as Figurski no longer has street lights at night, a pretty deep curve that usually has speeding oncoming vehicles, or risk of pedestrians in the road as there is no sidewalk.

I do see why the Chairman and other commissioners look at this point, and it supports the statements made of reciprocal benefit Hampton Ridge would have with another point of exit through Summerfield Pointe.

But an additional comment of consideration is when looking at a traffic study, Westbury apartment expansion will add traffic going to Lawson, as that is the only intersection with a traffic signal. The signal at Lawson is brief and does not have a dedicated left turn arrow/signal, and could potentially be a very congested path that might detour residents depending on the direction they need to travel leaving their respective communities. Currently, not having a dedicated left signal can at times be an issue at Latson/Hampton Ridge, and the potential of added traffic using that signal with the Aster connection will exacerbate this issue and pose safety risks—I have narrowly missed being in an accident because Meijer traffic is marked for left or right turns only in the two lanes leaving the store, and I have seen a mix of cars wanting to come straight to Hampton Ridge sit back several cars in the left turn only lane and startle me coming straight when I thought I was clear to make a left because the right turn lane was empty (which many use as the straight away to Hampton Ridge). We have to monitor two lanes of cars leaving Meijer for our safety in turning left, as well as pedestrians crossing at their signal.

With the above concerns and points, how would we seek a dedicated left turn signal at Latson/Hampton Ridge, and Lawson/Grand River with the projected increase of use at both intersections if this plan moves forward connecting communities? Or how would we get some form of traffic signal timing adjustment and better lane marking/signage? I do not understand why coming from Hampton Ridge we can go straight into Meijer from the right lane, but the traffic lanes and signs do not provide a reflection of the same return access leaving the store (a sign leaving Meijer shows a left turn lane and right turn lane only, no designated lane or markings for straight).

I want to thank you and the commissioners for all of your time and dedication to this board and Charter of Genoa Township. It is truly amazing to see the amount of detail and knowledge everyone has for agenda items, and the pure thoughtfulness and overall goal of helping our Charter of Genoa Township grow in a successful and beneficial way. Personally, I mentally get exhausted reviewing the packets and materials, and cannot imagine how you do this work so often and for such a vast variety of projects on a regular basis. You are exceptional at your roles and I hope you know how appreciative I (and many residents) are for what you do. Thank you! :)

Until next meeting, wishing you a wonderful Thanksgiving holiday! Stay well.

Best,

~Jamie Schingeck  
Hampton Ridge

**From:** [Jamie](#)  
**To:** [Amy Ruthig](#); [Kelly VanMarter](#)  
**Subject:** Summerfield Pointe Estates-Hampton Ridge  
**Date:** Thursday, April 6, 2023 12:40:31 PM  
**Attachments:** [Summerfield PUD comparison.pdf](#)

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Dear Genoa Township Planning Commissioners,

I greatly appreciate the opportunity to voice concerns and take part in the process of the Summerfield Pointe PUD amendment. As a resident of Hampton Ridge-phase 2 since 2015, the initial approval of our community, as well as Summerfield Pointe development, occurred almost 20 years ago. It was highly unlikely (future) residents of our two "neighboring" communities took part of that initial planning process, or would foresee some of the concerns we are facing today due to the extended delay in the development being complete.

As discussed at previous planning meetings in 2022, I am still having extreme concerns surrounding the difference in our way of housing lifestyles. Part of the draw and expectation of living in a condominium with the **HOA and bylaws** is knowing a **peaceful and tranquil environment surrounds us**. Our bylaws differ from single family detached homes; single family homes tend to have a bit more "freedom" in some ways, while still having some areas that require approval from the HOA. One of the major differences is outdoor space. Condominiums do not have personal yard space to gather, we have "common areas" which are maintained on a schedule with the HOA, and a landscaping company that we as residents pay for in our monthly dues.

There still seems to be discrepancy on the amended PUD for single family homes and their landscaping maintenance plan.

- August 2022 Planning meeting for conceptual proposal planning---Mr. Healy stated homes would have a separate HOA than the initial phase 1 condominiums, having a landscaping service handle all lawn care. That posed the question--Could Summerfield Pointe single family homes' HOA decide to change it from a cost standpoint years later (IE: Mr. Healy is stating the single family homes would pay dues to have a lawn maintenance company take care of all of the lawns at the same time. But what prevents this from changing years down the road when the project is complete because residents do not want to spend this additional cost of maintenance)?
- Nov 2022 Public Hearing at the Planning meeting it was mentioned again the possibility of the new HOA of homes having lawncare serviced.
- April 2023 Bylaws of new homes, Summerfield Pointe Estates: "Lawn Equipment. Lawn mowers, snow blowers, weed whackers and other gas or electric-powered lawn equipment may only be operated between the hours of 7 a.m. to dusk and in accordance with the ordinances and regulations of the Charter Township of Genoa.
- April 2023 Master deed of new homes- "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.”

For residents of Hampton Ridge phase 2, which would back up to ~58 single family detached homes, this concern weighs heavily on quality of life and the existing peaceful living environment of our community. I would also think this would be something that existing Summerfield Pointe condominium owners would have reservations about as well, considering they bought into the expectation of living in a condominium community with the same HOA throughout the entire development and additional phases (NOT a mixed development). And while the developer can initiate the HOA for the single family homes to pay for lawn maintenance, there is risk in the future that the board and quorum of residents in that HOA could vote to discontinue that service.

Is the amended home development going to have scheduled lawn maintenance or will each individual resident be responsible for lawn care? It seems to make sense to have single family homes nestled in the center of surrounding neighboring apartment and attached condominiums communities.

The concept of the possibility of this volume of residents having the ability to operate lawn equipment any given time between 7a-dusk, 7-days a week is a noise problem and risk of nuisance for the residents in Hampton ridge. Many of our residents are retired, work from home, work nights, and we depend on knowing that the added noise of lawn care will only occur one scheduled day a week.

Unfortunately, our units at Hampton Ridge only have windows facing one direction, not on multiple sides of the unit. And the noise from the outside is not easily muted and carries inside easily, and there are no other areas our residences can move to for a quiet area besides our windowless interior bathrooms, which share walls with other adjacent units. Additionally, the site plot for the single family detached homes is very dense and small lot sizes, where backyards to homes back up to each other. Removal of the mature trees that line the edge of the property lines along buildings 18 & 19 of Hampton Ridge and the future of Summerfield Pointe Estates will not allow for any screening or buffer to dampen disturbances that would be caused by noise of this adjacent community.

If you look at the attached PDF comparison of the site plots of the initial PUD of Summerfield Pointe vs the amendment to transition to single family homes, there is not a significant difference in density. Mr. Healy has stated several times he is technically building "less" than the initial PUD. But realistically looking at what will immediately back up to Hampton Ridge and the Lawson-Aster connection, there are still ~58 single family homes replacing 15-4unit attached condominiums. All of these units, single family homes or attached condominiums, still have 2 car garages. There is only a difference of 4 vehicles if every unit/home filled the garage capacity of their residence. Attached condominiums are more likely to have smaller family sizes than single family

detached houses. At least if attached condominiums, the residents in both Summerfield Pointe and Hampton Ridge would have a shared concept of living with respect to lawn maintenance in their HOA bylaws. Attached condominiums would ensure the residents of Hampton Ridge community are not disturbed inconsistently with lawn maintenance.

When looking at the site plots of Summerfield Pointe (condominiums or houses), where would road snow plow removal go? There are only open spaces behind the sites, and one "open area" that is right against Hampton Ridge building 18 & 19. Has drainage plans been analyzed to ensure there is no risk of added flooding from snow piles melting? The initial PUD (and amended) does not show the adjacent land loss of Westbury apartments. Currently, Hampton Ridge has to have our property management plow snow into the open space of our parking lots between buildings or on grassy areas around buildings. I do not see this option in either of the site plans for Summerfield Pointe. Hampton Ridge has experienced a lot of flooding and drainage issues on sidewalks, parking lots, and open common areas, which is a budgetary expense that impacts residents' dues if it is a continuing situation. It is a concern that there may be a potential problem from this neighboring community, as a road will be extended within a close proximity of our buildings, and it does not appear that much "open space" is allocated with this risk of snow clearing and melting process in mind.

Additionally, like the majority of the community members in Hampton Ridge, we are **heavily concerned about the noise and safety concerns posed by the Aster-Lawson road connection.** The traffic impact assessment (TIA) calculated numbers that did not take into account the existing Aster connection of Lakewood Knoll and also the neighboring single family home community. We already suffer heavy road depreciation and the financial burden from use of our private road (Hampton Ridge Blvd) from those residents accessing the recent installation of the traffic signal at Latson. The added vehicles not only wear down our roads quicker with use, but they also increase our safety risk and speed concerns of our residents walking/biking/driving in our community. We have a very narrow road, and most of our buildings only have sidewalks on one side of the road. Our community speed limit is 15mph, and the amount of speeding vehicles has forced our HOA to contract the Livingston County sheriff to randomly patrol Hampton Ridge. We receive no financial contribution to help prepare for maintenance or replacement from the existing neighboring community using our private road and we do. It reciprocate use of their connected roads. It means we are already suffering from added noise and traffic of vehicles that do not reside or contribute to our HOA. Adding another community (Summerfield Pointe) would be detrimental to our residents. The calming mitegations suggested by the TIA do not provide any assurance of safety, or financial support to install them in the entirety of our affected community. It is of absolute necessity that a locked gate be installed at the Lawson-Aster connection, and no additional traffic added to our peaceful community. While it has been stated residents of Hampton Ridge would reciprocate use, and use the Lawson Drive traffic signal, it also means residents from Lakewood Knoll and those single family homes as well would likely use this connection. It does not bode well to either community to allow this added unnecessary "cut through" traffic. A Knox padlock gate accessible to the fire department and emergency service personnel would be a lot safer for both of our

communities, and would not burden one or the other for financial costs to repair roads and install calming measures.

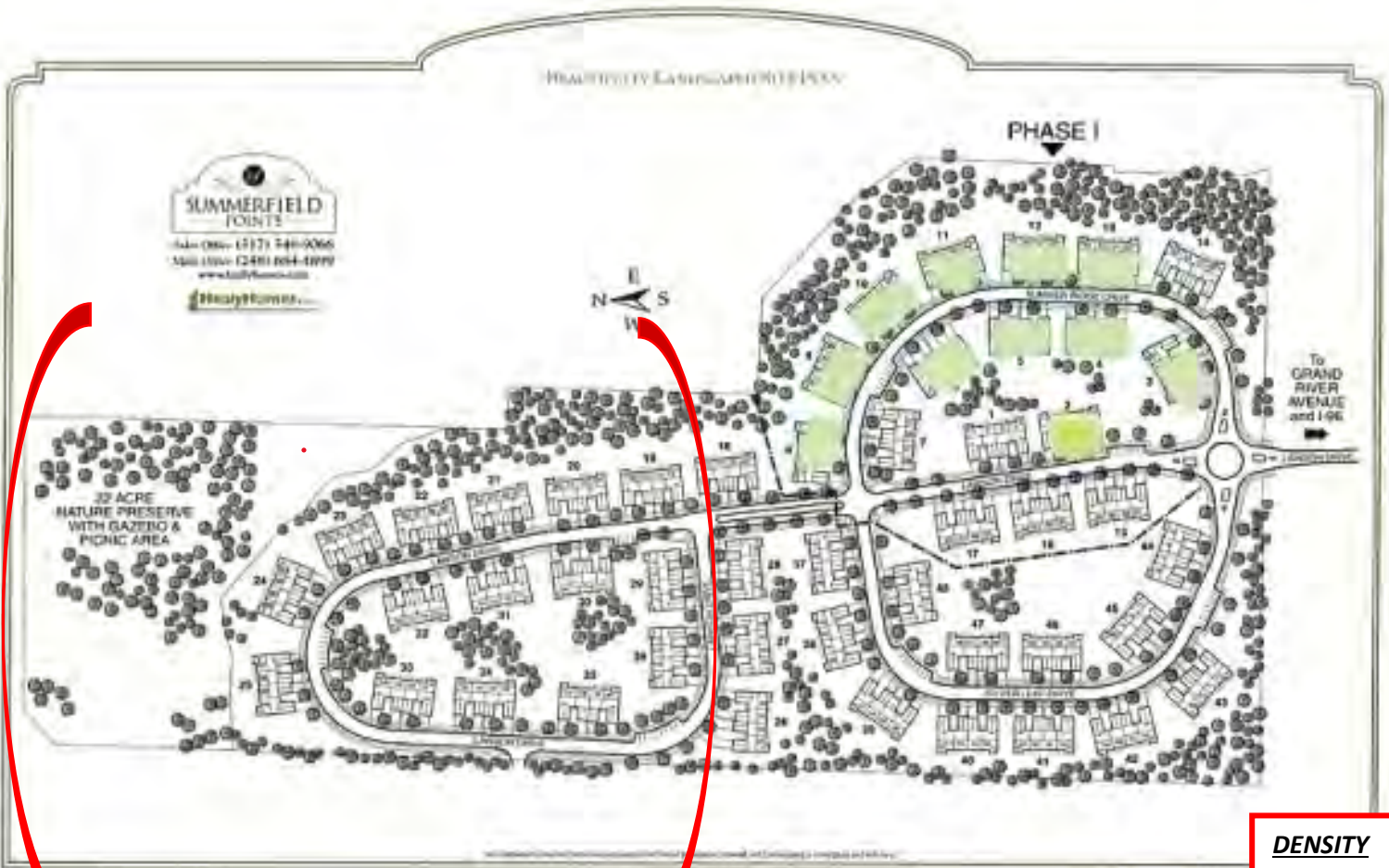
I hope you can take into consideration the concerns of the Hampton Ridge community in this process, and help find solutions that we all feel safe, and that we also can maintain a sense of security and peace in our daily lives at our residences.

Thank you so much for your time.

Best,  
~Jamie  
Hampton Ridge resident



Initial PUD-Attached Condominiums:



Proposed amended PUD- (view of above section)

102 detached single family homes VS original 140 attached condominium (Densely plotted: ~59 homes in close proximity to Hampton Ridge/Latson connection, original PUD was adding 15 attached buildings in additional phases)



**DENSITY**

Backing up to Hampton Ridge:

**58 single family homes= 116 cars (2 car garage)**

**15 attached condos-4 units each: 60 units= 120 cars (2 car garages)**

The proposed change does not significantly lessen the density! Still same potential traffic at Latson-Lawson connection. **ADDED NOISE DISTURBANCE!**



April 6, 2023

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Amy Ruthig, Planning Director
<b>Subject:</b>	Summerfield Pointe Estates – Amendment to an Approved PUD, Preliminary Condominium Plan, and Private Road Application (Review #3)
<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).

(The revised submittal does not entail any changes to the plan drawings previously submitted. The new items are in the form of amended condo documents, amended PUD Agreement and a traffic study.)

**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. Of note,
- b. The inconsistent phasing descriptions between the PUD Agreement and plan must be corrected.
- c. The detailed plan drawings do not identify the area where the proposed building containing Units 53-56 is located.
- d. 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).
- e. The traffic calming measures recommended by the Traffic Impact Assessment should be required as a condition of plan approval.
- f. There are minor discrepancies on the landscape plan that need to be corrected.
- g. The Master Deed should identify the open space areas as general common elements subject to maintenance and protection by the Association.
- h. 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.

Township staff has identified inconsistencies in the phasing descriptions between the Agreement and Plan.

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.

Both the attached and detached residential developments will be part of newly created condominium associations (Summerfield Pointe Attached Condominiums and Summerfield Pointe Estates, respectively).

The existing 44 attached units will remain within the already established Summerfield Pointe condominium association.

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

As noted in our previous review letter, 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 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 previous submittal included 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 previous submittal also included 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 Traffic Impact Assessment recommends traffic calming measures that should be required as part of this project.

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. 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, including the Traffic Impact Assessment.

**E. Private Road Review**

Since no plan changes have been made, the following comments on the private road application remain from our November 8, 2022 review letter:

**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.
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.

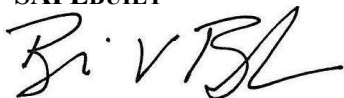
The cross-section on Sheet DT1 identifies a 30-foot easement width. Though it is not clear that the criteria to allow a reduction to 50 feet are met, the applicant has included this as a dimensional deviation in the draft PUD Agreement.

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,

**SAFE BUILT**



Brian V. Borden, AICP

Michigan Planning Manager



April 3, 2023

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

**Re: Summerfield Pointe Amendment  
Site Plan Review No. 3**

Dear Ms. Ruthig:

Tetra Tech conducted a third review of the proposed Summerfield Pointe Development. The plans last dated October 25, 2022, have not changed since the second site plan review submittal, but a new traffic impact assessment has been provided for review. 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.

#### **TRAFFIC**

1. A traffic impact assessment was completed to determine the impact of the proposed development on the existing Aster Boulevard and Lawson Drive. The assessment determined that with the increased traffic from the new development, the projected traffic volumes on Aster Boulevard will remain within what is typical for a residential neighborhood street. The assessment recommended that traffic calming measures such as lane striping, speed humps, and a raised intersection at Lawson Drive and Aster Boulevard be used. These recommended measures should be included in the proposed site plan. If there is a current issue with traffic volume the Petitioner should consider implementing traffic calming measures in the existing phases of Summerfield Pointe.

#### **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.

**Ms. Amy Ruthig**  
**Re: Summerfield Pointe Amendment**  
**Site Plan Review No. 3**  
**April 3, 2023**  
**Page 2**

**SANITARY AND WATER SERVICES**

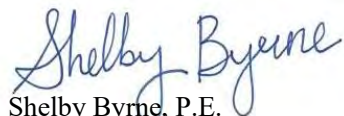
1. After final site plan approval, the Petitioner will be required to submit construction plans to MHOG Sewer and Water Authority for review and approval.
2. The Existing and Proposed Utility Structure Inventories on UT 7 are inconsistent with the calculations and the utility plans. This should be addressed on the final site plan.

**DRAINAGE AND GRADING**

1. The proposed PUD Amendment notes in Article II, note 4, indicate 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 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,

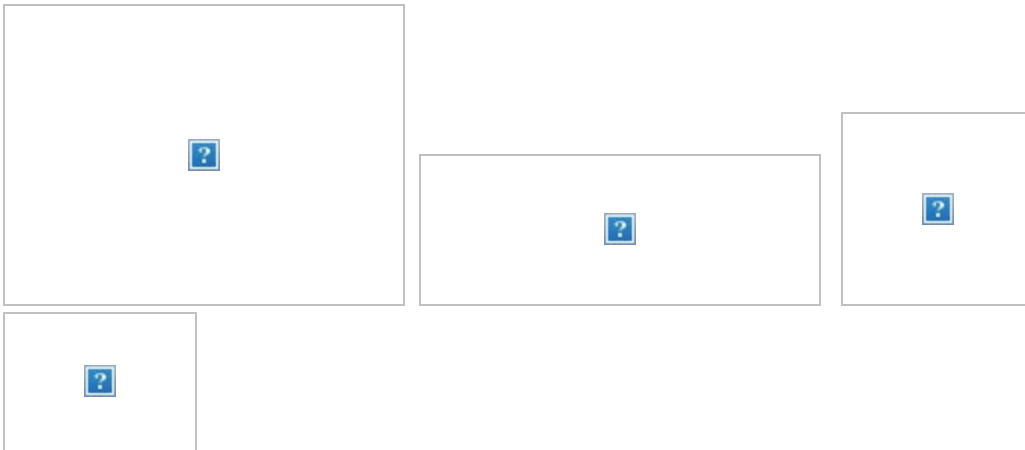
  
Shelby Byrne, P.E.  
Project Engineer

**From:** [Rick Boisvert](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Re: Tap-Ins  
**Date:** Wednesday, March 29, 2023 11:52:46 AM  
**Attachments:** [image001.png](#)

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Also, I didn't see anything in the Summerfield amendment you shared as well. It's all set on our end too  
Cordially,

Rick Boisvert, FM, CFPS  
Fire Marshal  
Brighton Area Fire Authority  
615 W. Grand River  
Brighton, MI 48116  
O: (810)229-6640 D: (810)299-0033  
F: (810)229-1619 C: (248)762-7929  
[rboisvert@brightonareafire.com](mailto:rboisvert@brightonareafire.com)



On Wed, Mar 29, 2023 at 11:49 AM Amy Ruthig <[amy@genoa.org](mailto:amy@genoa.org)> wrote:

Thank you

Amy Ruthig  
Planning Director



**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~~2023 (“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.

**A M E N D M E N T**

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:



**“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:

Not more than 102 single family units and 14 Buildings of 4 units for 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~~56 attached condominium units for occupancy as single family residences. Also permitted on the property are 102 single family detached 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.  30 ft from back of curb.	Min 30 ft	Min 25 ft.

**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> <u>sidewalk</u>	Min 30 ft	5 ft Min  14 ft between houses <sup>22</sup>

**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.”

Staff recommends adding language requiring the demarcation by the placement of signage indicating the location of the natural features wetland buffer for lots 82 and 83 due to the buffer encroachment into the lots. Signs should state to the effect of "No disturbance is allowed in the Wetland Buffer area".

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 shall 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 I. Prior to Township Board approval of PUD amendment the exhibits shall be attached with correct phasing and numbering of units.

why is this word (and) deleted?

Needs to be corrected.

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~~ attached single family home, Units 1-12, 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 of Phase I. The Developer shall be entitled to ~~final certificates of occupancy~~ Township approval for each structure it completes within Phase I, provided each structure otherwise complies with ~~building code requirements~~ the PUD Agreement and the Zoning Ordinance in place at the time of this Agreement. 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.

issue

b. **Phase II.** Prior to issuance of ~~building any land use~~ permits for any units located in Phase II, Developer shall obtain a land use permit and 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 curbs, gutters and 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~~

the

c. **Phase III-IV.** Developer shall install the remainder of improvements as follows:  
i. Developer shall obtain a land use permit and 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.

receive

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 unless~~ 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**

the

the

provided that the Developer is otherwise in compliance with the Township's ordinances and the PUD agreement

~~“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.~~

8.2

8.1 Prior to the issuance of the final ~~certificates~~certificate of occupancy for ~~each~~the first residential structure in ~~each~~ Phase, Developer shall provide and dedicate easements to the Township and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.

~~8.3~~8.2 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~~8.3 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 issuance of each land use permit for each single family home/unit.
- c) Three Thousand Two Hundred and No/100 (\$3,200.00) Dollars payable ~~for~~upon issuance of 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.

~~8.5~~8.4 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.

↑  
the

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~~2023, 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~~2023, 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.

↑  
Charter

\_\_\_\_\_, 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.

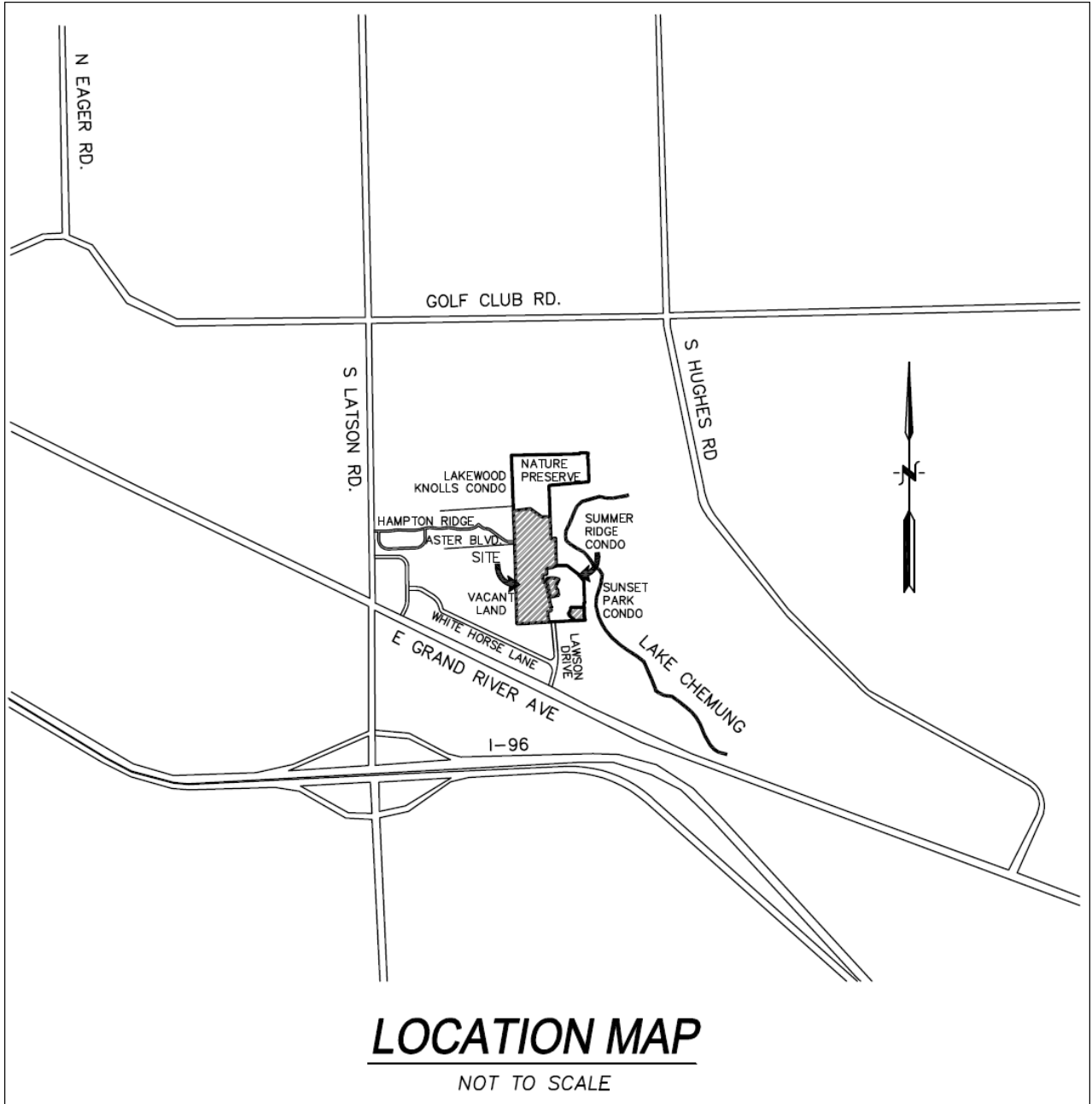
Capacity is available within the existing sanitary sewer system to provide adequate service for the site. Sanitary sewer connections for the south portion of the site will be provided by extending the existing sewer main to provide service to units 9 through 43. Sanitary sewer service to the North portion 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.

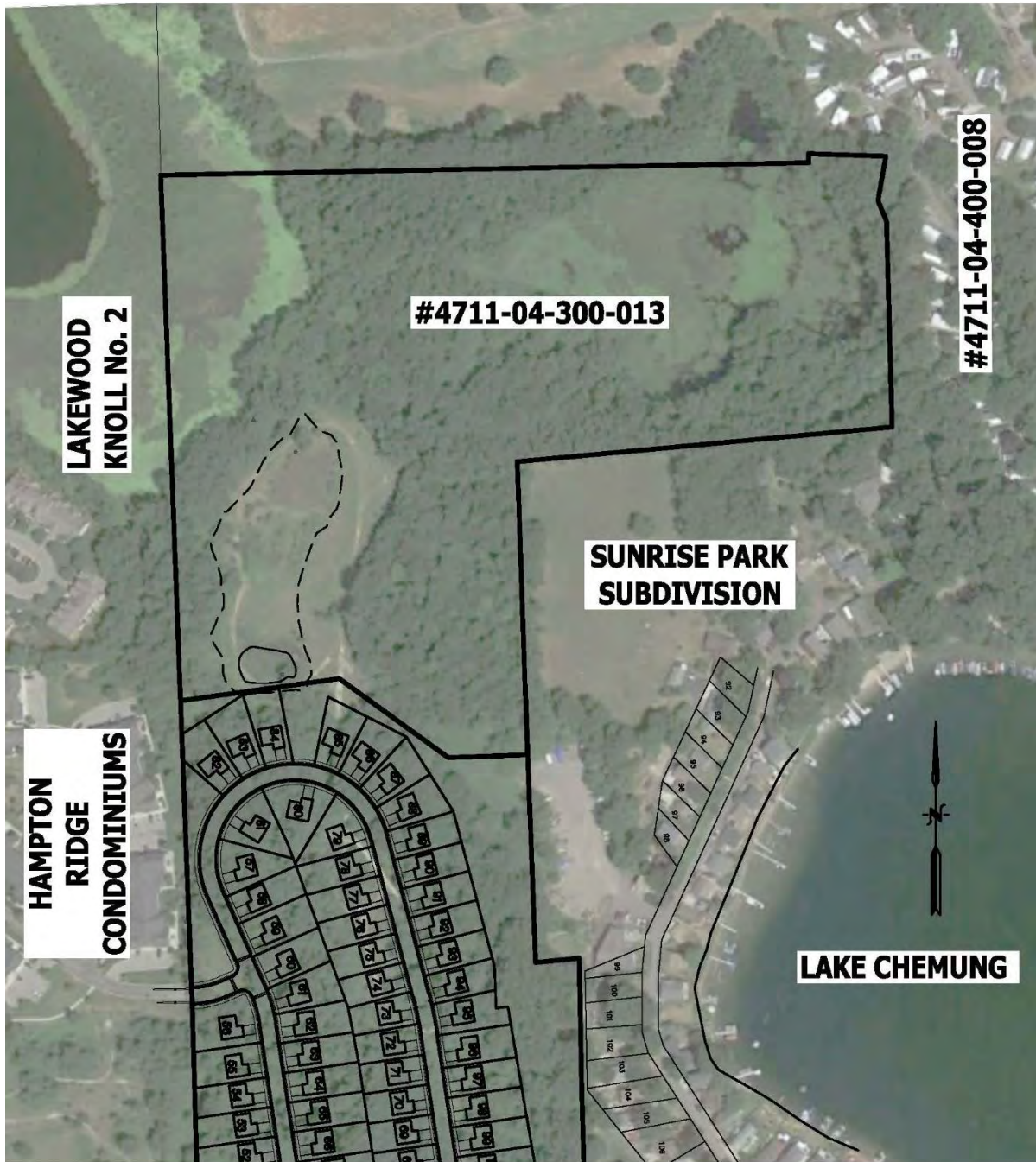
Delivery services are generally limited to parcel trucks, such as UPS, and similar single axle vehicles. These delivery service providers use available street parking temporarily while dropping off deliveries. No large vehicles accessing the site are expected for the development.

- 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**

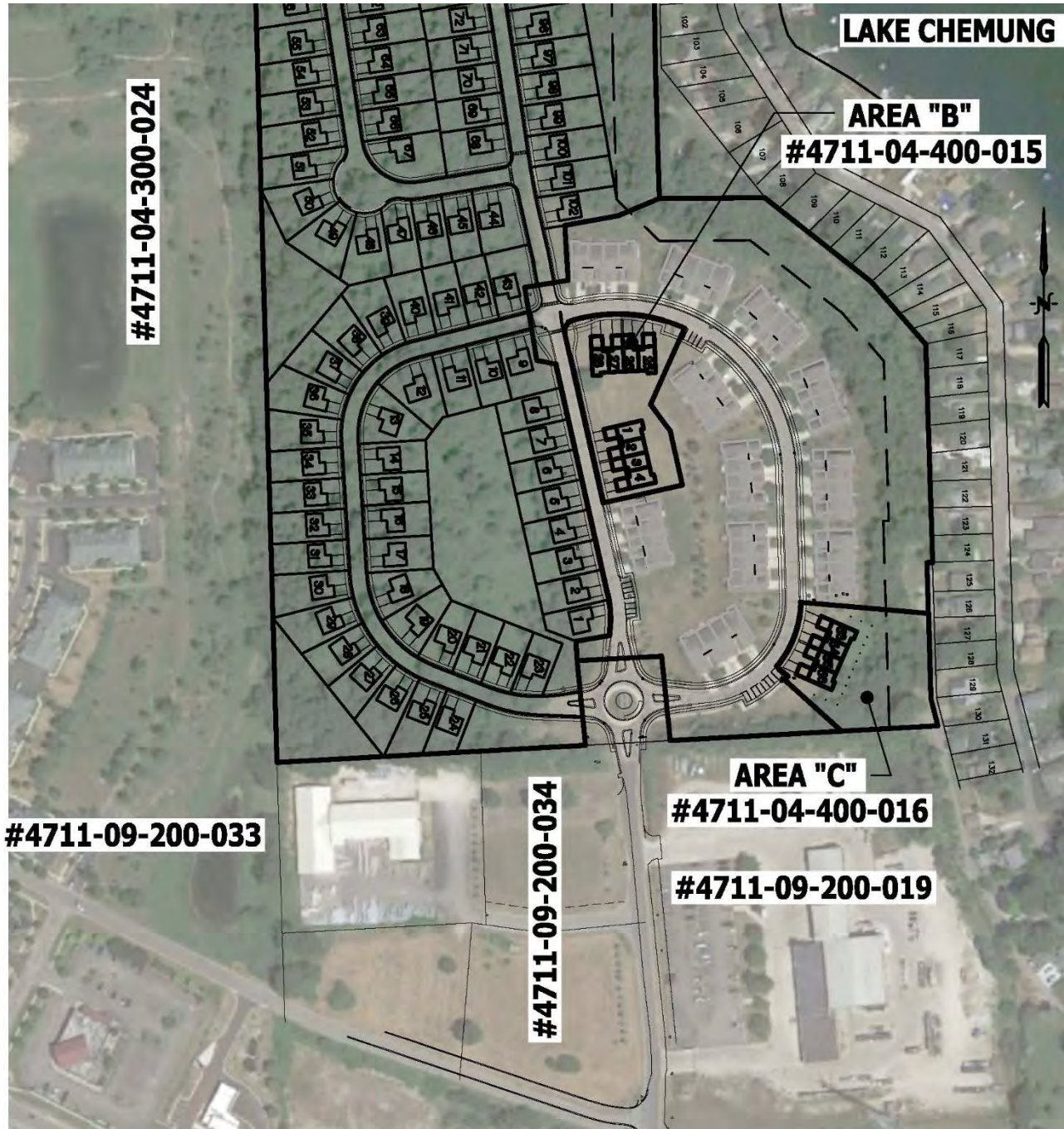


**FIGURE 2**



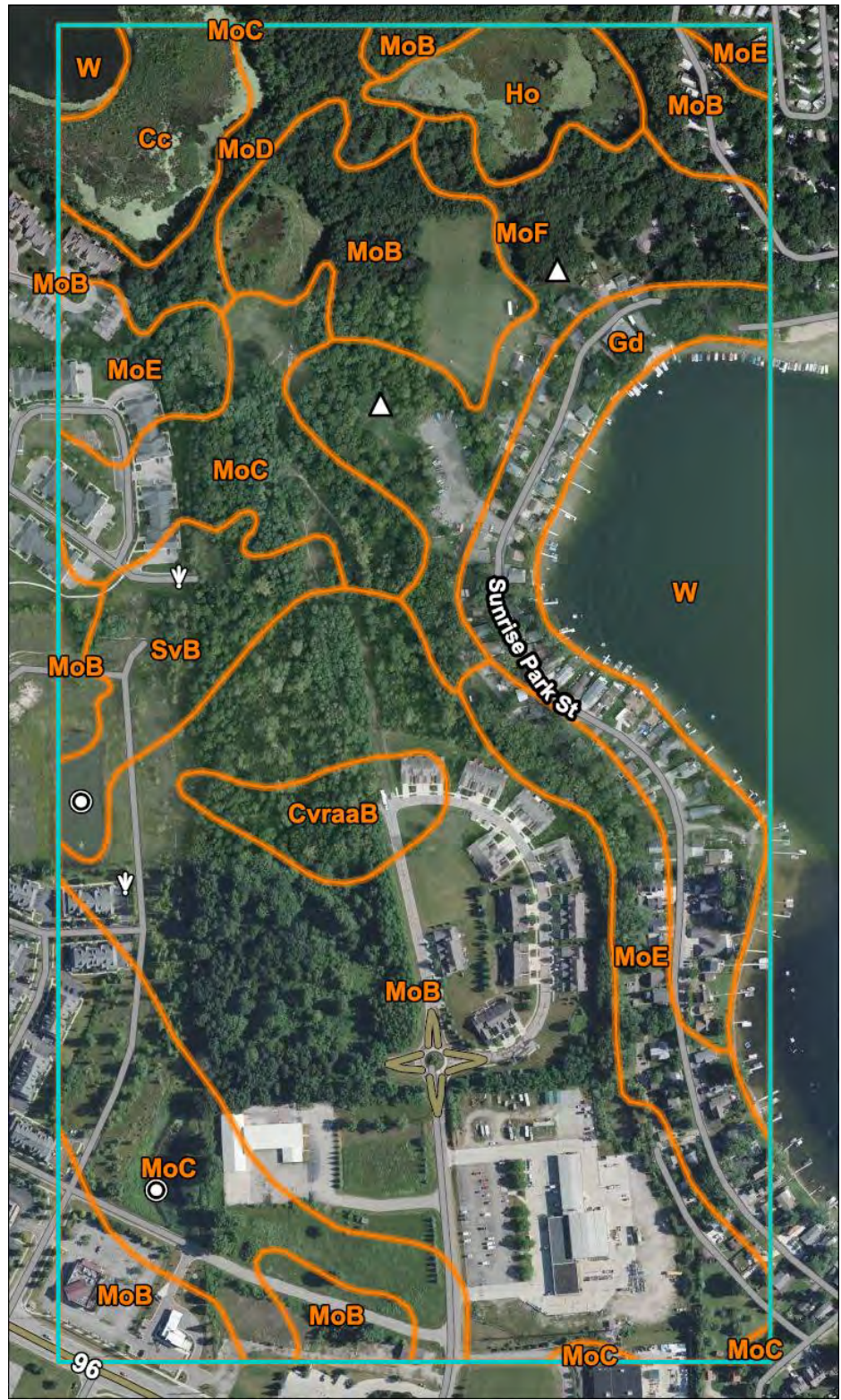
**SITE IMPROVEMENTS (NORTH)**  
**NOT TO SCALE**

**FIGURE 3**



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

**FIGURE 4**



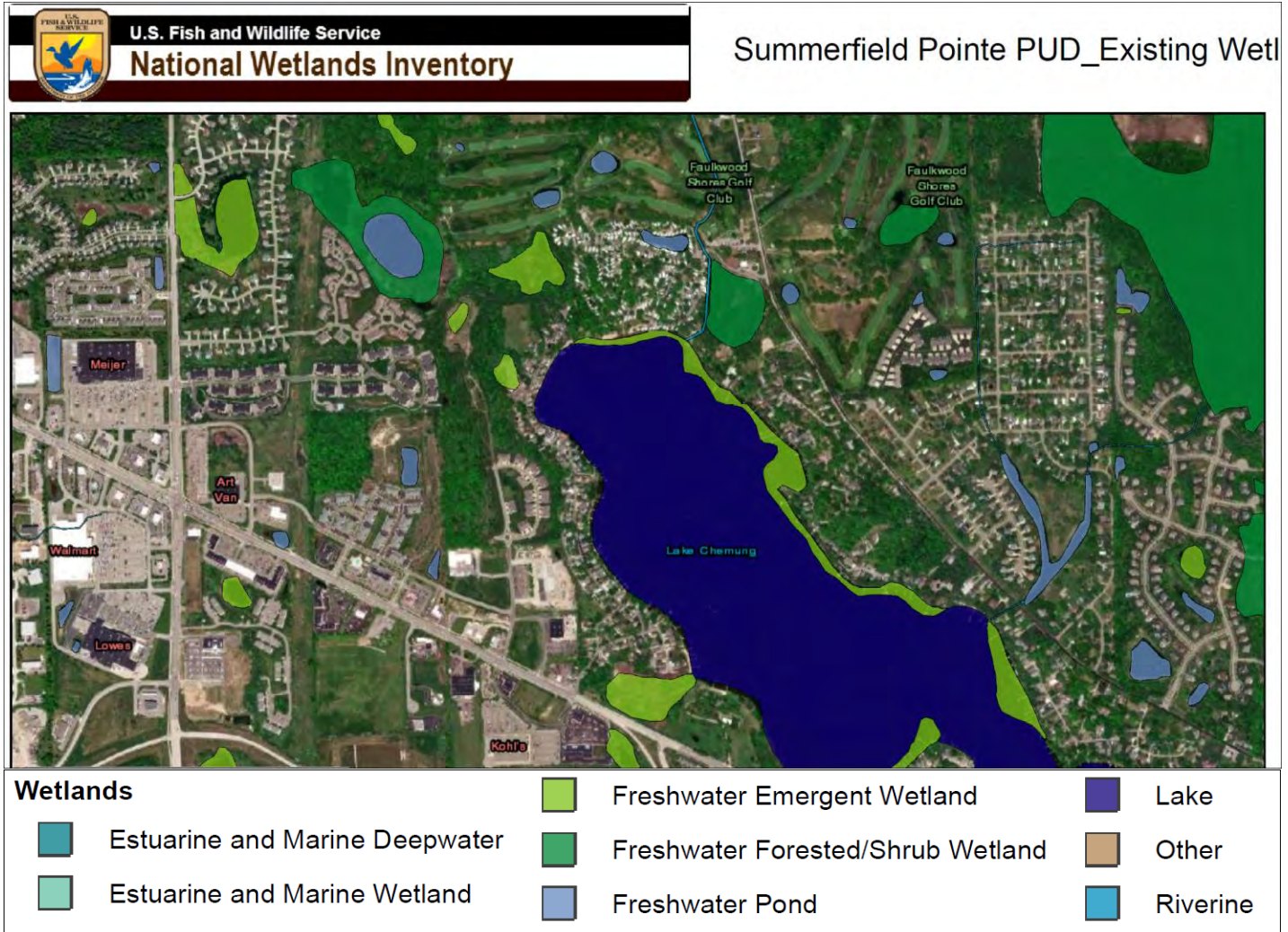
**SOILS MAP**  
**(NOT TO SCALE)**

**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)**

# MEMO

VIA EMAIL [waynep@desineinc.com](mailto:waynep@desineinc.com)

**To:** Healy Homes at Summerfield LLC

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**From:** Jacob Swanson, PE  
Salman Ahmad  
Fleis & VandenBrink

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**Date:** March 3, 2023

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**Re:** Summerfield Pointe PUD  
Genoa Township, Livingston County  
Traffic Impact Assessment

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## 1 INTRODUCTION

This memorandum presents the results of the Traffic Impact Assessment (TIA) for the proposed amendment to the existing Summerfield Pointe Planned Unit Development (PUD) in Genoa Township, Michigan. The proposed site plan includes the construction of 102 detached single-family units adjacent to Lawson Drive. The Summerfield Pointe PUD was developed in 2003, including the Summerfield Pointe condominium units to the southeast and the Hampton Ridge condominium units to the west of the proposed development, both which were previously constructed and are currently occupied, as shown on the attached **Figure 1**. Additionally, an extension of Aster Boulevard and connection to Lawson Drive was required from the original PUD agreement for Summerfield Pointe between Genoa Township and Healy Homes.

Aster Boulevard currently provides access for the existing Hampton Ridge development to the west via Latson Road and Lawson Drive currently provides access for the existing Summerfield Pointe development to the south via Grand River Avenue. The proposed Aster Boulevard connection would provide connectivity between the existing Hampton Ridge and Summerfield Pointe developments and provide access for both neighborhoods to Latson Road and Grand River Avenue. The purpose of this study is to evaluate the impact to the existing neighborhood development roadways, associated with the trip generation from the proposed development and the planned extension of Aster Boulevard. Additionally, the study provides recommendations that could be considered to provide safer operations along Aster Boulevard.

## 2 BACKGROUND DATA

The residents within both existing Hampton Ridge and Summerfield Pointe neighborhoods are concerned that the extension of Aster Boulevard and connection to Lawson Drive will cause significant traffic impacts and increased traffic volumes to their respective residential communities. However, the Fire Marshall requires a second point of ingress and egress for emergency vehicles for higher density developments; therefore, the impact of the proposed Aster Boulevard connection was evaluated, as this connection will provide the required secondary access for the Summerfield Pointe PUD.

In order to evaluate the potential impact on the planned Aster Boulevard extension, the trip generation for the existing Hampton Ridge and the Summerfield Pointe developments were calculated. The number of weekday peak hour (AM and PM) and daily vehicle trips generated by the existing neighborhood developments were calculated using the equations published by the Institute of Transportation Engineers (ITE) in *Trip Generation, 11<sup>th</sup> Edition*. The trip generation forecast for the existing developments is summarized in **Table 1**.



**Table 1: Trip Generation (Existing Neighborhoods)**

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Hampton Ridge Condominium	215	258	DU	1,915	40	88	128	86	65	151
Summerfield Pointe	215	44	DU	285	5	12	17	13	9	22
Total		302	DU	2,200	45	100	145	99	74	173

### 3 SITE TRIP DISTRIBUTION

The vehicular trips generated by the existing neighborhood developments were assigned to the study roadways based on the existing peak hour traffic patterns on the adjacent roadway network, the current site access points, the proposed Aster Boulevard connection, and the trip distribution methodologies published by ITE. In order to determine the existing peak hour traffic patterns on the adjacent roadway network, historical traffic volume data along Latson Road and along Grand River Avenue were obtained from the MDOT Traffic Data Management System (TDMS) website. To determine the global distribution for this area, it was assumed that the trips in the AM are home-to-work based trips and trips in the PM are work-to-home based. The ITE trip distribution methodology also assumes that new trips will return to their direction of origin. The site trip distributions used in the analysis are summarized in **Table 2**.

**Table 2: Site Trip Distribution**

To/From	Via	AM	PM
North	Latson Road	23%	22%
South	Latson Road	14%	17%
East	Grand River Ave	42%	37%
West	Grand River Ave	21%	24%
Total		100%	100%

Based on the current roadway configuration, all traffic to/from the existing Hampton Ridge condominiums will access Latson Road to the west via Aster Boulevard and all traffic to/from the existing Summerfield Pointe condominiums will access Grand River Avenue to the south via Lawson Drive. However, the proposed Aster Boulevard connection will provide connectivity and access for both neighborhoods to Latson Road and Grand River Avenue. Therefore, the following assumptions were made regarding the internal distribution of traffic volumes along Aster Boulevard and Lawson Drive:

- 100% of traffic traveling to/from the east along Grand River Avenue will utilize Lawson Drive.
- 100% of traffic traveling to/from the north along Latson Road will utilize Aster Boulevard.
- 10% of traffic traveling to/from the south and west will utilize Lawson Drive to access the existing Hampton Ridge condominiums neighborhood.
- 10% of traffic traveling to/from the south and west will utilize Aster Boulevard to access the existing Summerfield Pointe condominiums neighborhood.

Therefore, the site generated trips from the existing neighborhood developments shown in **Table 1** were distributed to the roadway network, according to the distribution shown in **Table 2** and the internal driveway distribution assumptions highlighted above. The existing traffic volume projections, with the assumed completion of the Aster Boulevard extension are shown on the attached **Figure 2**.

### 4 SITE TRIP GENERATION

The number of weekday peak hour (AM and PM) and daily vehicle trips for proposed Summerfield Pointe PUD amendment development were generated using the equations published by the Institute of Transportation Engineers (ITE) in *Trip Generation, 11<sup>th</sup> Edition*. The proposed development includes the construction of 102 detached single-family units adjacent to Lawson Drive, between the existing Summerfield Pointe development and the existing Hampton Ridge development. The trip generation forecast for the proposed developments is summarized in **Table 3**.

**Table 3: Site Trip Generation (Proposed Development)**

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Single-Family Detached Housing	210	102	DU	1,028	20	56	76	64	37	101

The site generated trips from the proposed development shown in **Table 3** were distributed to the roadway network, according to the distribution shown in **Table 2**. However, the proposed development will be located approximately equidistant from Latson Road and Grand River Avenue; therefore, it was assumed that all traffic to/from the north would utilize Aster Boulevard, all traffic to/from the east would utilize Lawson Drive, and all traffic to/from the west and to/from the south would be split evenly (50%/50%) between Aster Boulevard and Lawson Drive.

Therefore, the site-generated traffic volume projections for the proposed development are shown on the attached **Figure 2** and were combined with the existing traffic volumes shown on the attached **Figure 2**, in order to calculate the future traffic volumes. The future projected peak hour and daily traffic volumes, with the extension of Aster Boulevard and the trips generated from the proposed PUD amendment development, are shown on the attached **Figure 2**.

## 5 ASTER BOULEVARD EXTENSION EVALUATION

An evaluation was performed reviewing the impact of the proposed Aster Boulevard extension and the trip generation from the proposed development. **Table 4** below summarizes the existing traffic volume redistribution along the Aster Boulevard extension and depicts the increase of traffic volumes associated with the construction of the proposed development. The results of the analysis indicates that the projected traffic volumes on the proposed Aster Boulevard extension represent a typical residential neighborhood street and will be consistent with the surrounding roadways.

**Table 4: Aster Boulevard Extension – Traffic Volumes (Peak Hour)**

Traffic Volumes	AM			PM		
	Eastbound	Westbound	2-Way	Eastbound	Westbound	2-Way
Existing	42	22	64	30	37	67
Site Generated	9	23	32	28	16	44
Future	51	45	96	58	53	111

## 6 TRAFFIC CALMING MEASURES

The Institute of Transportation Engineers defines traffic calming as “the combination of measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users”. In evaluating the traffic calming mitigation measures on this corridor, guidance presented by Federal Highway Administration and Institute of Transportation Engineers (ITE), as well as the U.S. Traffic Calming Manual published by American Planning Association was reviewed. The following mitigation measures were identified for consideration on Aster Boulevard. The recommendations are categorized by Level of Impact, with Level 1 having the lowest level and Level 3 having the highest level.

### 6.1 Level 1

#### Lane Striping

Aster Boulevard does not have any existing striping on the 22-ft wide roadway, which gives the appearance to the driver of wider lanes, that can lead to higher speeds. It is possible to provide a 20-ft wide roadway striping the center line and adding edge lines. Edge lines are not typically provided on residential streets. However, since the extension of Aster Boulevard will make the roadway function as a collector between Latson Road and Lawson Drive, they could be used in combination with the existing curb and gutter. This measure also tends to help direct motorists to drive in farther from the edge of the road, which can make it more comfortable for the pedestrians and bicyclists who travel along and across Aster Boulevard. The addition of a centerline and edge line striping would allow the roadway to be visually narrowed without requiring the implementation of any infrastructure improvements.

## 6.2 Level 2

### Speed Humps/Speed Tables

Speed humps are raised areas approximately 12 to 20 feet long and about 3 to 4 inches high and are used to slow traffic (i.e. not the narrow speed bump's like you may find in parking lots). Speed tables are similar to speed humps; however, they are longer, typically 22-ft in the direction of travel with 6-ft ramps on each end and a 10-ft flat section in the middle. Speed tables can also be implemented as raised crosswalks to enhance pedestrian visibility at intersections. Speed humps and speed tables can be designed in several ways, with more attractive, higher cost designs, that utilize brick pavers or other materials. Temporary devices are also an option to perform a trial before implementation on a permanent basis.



Typically, a series of speed humps or tables (two or more) are necessary to be effective for speed control and need to be placed in a series at 300 to 600 foot spacing. The driveway density on Aster Boulevard would need to be considered for the placement of these devices to ensure that they do not encroach upon the residential driveway approaches.

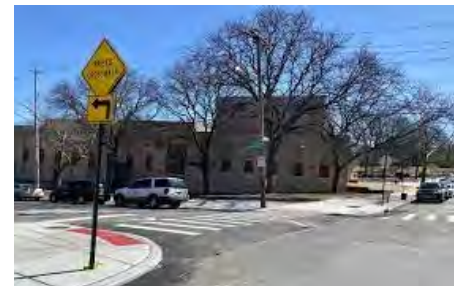
### Raised Intersections

Raised intersections are flush with the sidewalk and ensure that drivers traverse the crossing slowly (Think of it as a speed table at an intersection). These are generally used to reinforce slow speeds and increase pedestrian awareness in an intersection. This mitigation measure could be considered at the intersection of Aster Boulevard and Lawson Drive.



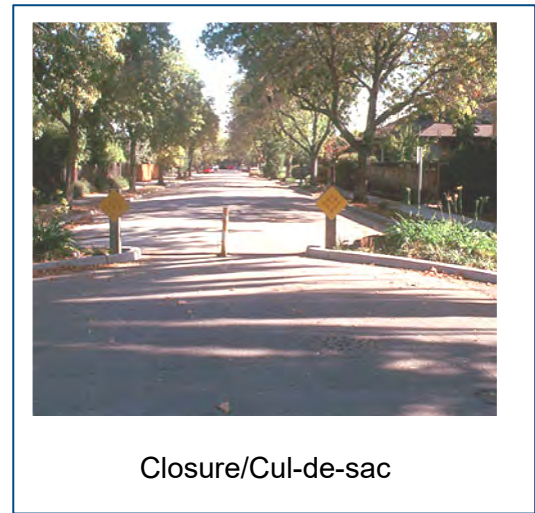
### Raised Crosswalk

Raised crosswalks are ramped speed tables spanning the entire width of the roadway, often placed at midblock crossing locations. The crosswalk is demarcated with paint and/or special paving materials. These crosswalks act as traffic-calming measures that allow the pedestrian to cross at grade with the sidewalk. These can be added at the pedestrian crossing locations on Aster Boulevard.



## 6.3 Level 3

This level of traffic calming would have a significant impact on operations and traffic flow and would be recommended for consideration if other measures had been unsuccessful. These traffic calming measures are effective where significant cut-through traffic is the concern. These mitigation measures include placing Forced Turn Island that block the left-turn movement from all intersection approaches and placing Closure/ Cul-de-sac.



## 7 CONCLUSIONS

*Key findings of this study are summarized below:*

- The Summerfield Pointe PUD was developed in 2003, including the Summerfield Point condominiums and the Hampton Ridge condominiums, both which were previously constructed and are currently occupied.
- The proposed development includes the construction of 102 detached single-family units adjacent to Lawson Drive.
- As part of the existing PUD an extension of Aster Boulevard to Lawson Drive is proposed to be constructed. Additionally, the Fire Marshall requires a second point of ingress and egress for emergency vehicles for higher density developments. The impact of the proposed Aster Boulevard connection was evaluated, as this connection will provide the required secondary access for the Summerfield Pointe PUD.
- The trip generation for the existing neighborhood developments were projected and distributed to the roadway network, based on the planned Aster Boulevard extension connection. Additionally, the trip generation for the proposed development was distributed to the roadway network to evaluate the impact of the proposed development and roadway extension.
- The results of the analysis indicates that the projected traffic volumes on the proposed Aster Boulevard extension represent a typical residential neighborhood street and will be consistent with the surrounding roadways.
- Potential traffic calming mitigation measures were reviewed for Aster Boulevard to reduce the potential for speeding and cut-through traffic. These mitigation measures included lane striping, speed humps, raised crosswalks, raised intersections, partial road closure, and full road closure. The traffic calming mitigation measures that were identified as appropriate for implementation with the proposed development are summarized in the recommendations section.
  - The implementation of additional or higher-level traffic calming measures may be evaluated, if the identified measures are not found to adequately reduce speeds, minimize cut-through traffic, and calm traffic in the area.

## 8 RECOMMENDATIONS

The recommendations of this TIS are as follows:

- The following traffic calming measures were identified for implementation, associated with the proposed development and the extension of Aster Boulevard to Lawson Drive:
  - Lane striping and speed humps/tables installed along the proposed roadways.
  - Raised intersection at Aster Boulevard & Lawson Drive.
  - If the identified traffic calming measures are not adequately effective at reducing speeding and cut-through traffic, additional traffic calming measures may be provided along Aster Boulevard, Lawson Drive, and/or the proposed roadway connection.

Any questions related to this memorandum, study, analysis, and results should be addressed to Fleis & VandenBrink.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

**Attached:** Figure 1-2  
Site Plan



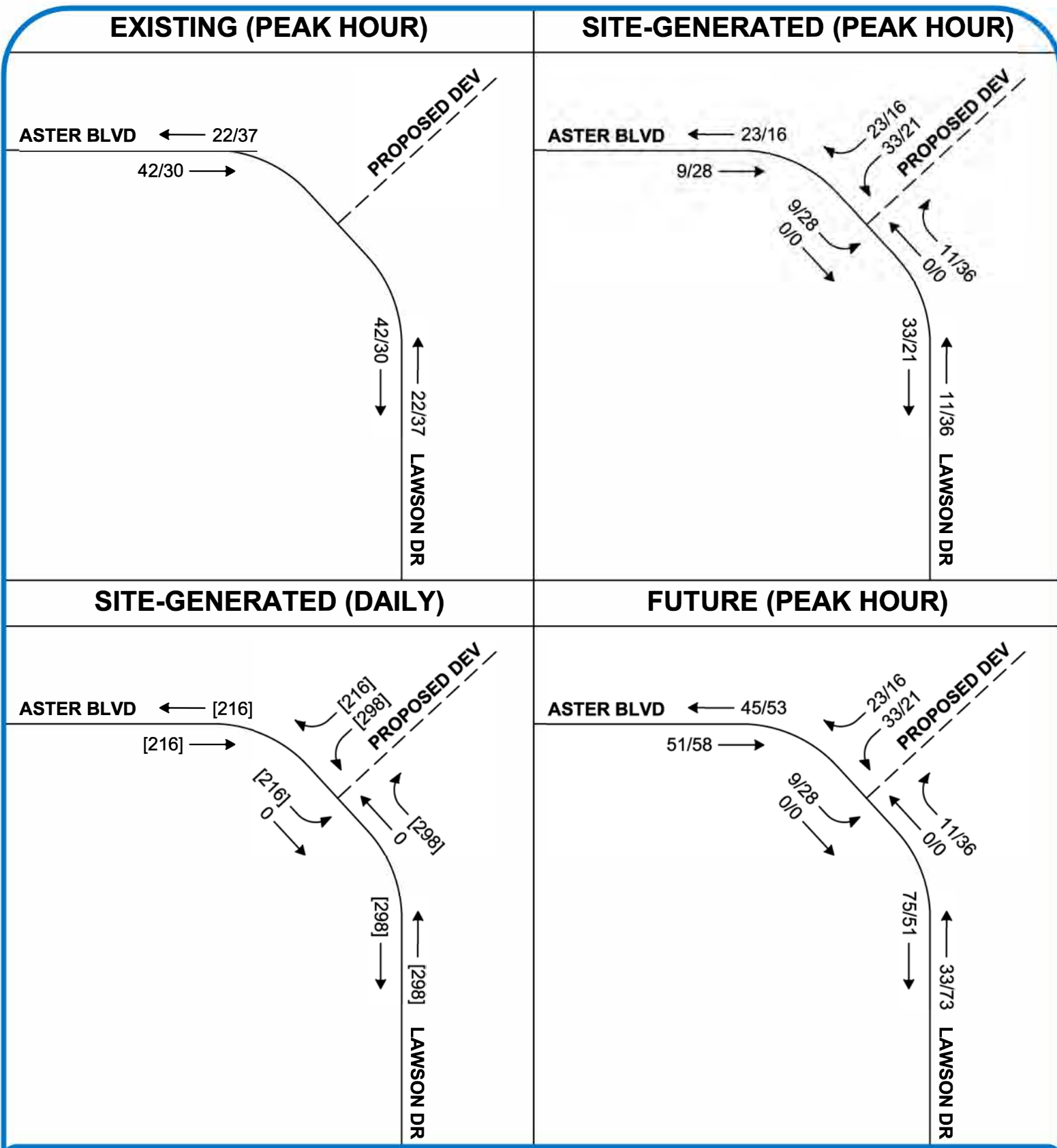
**FIGURE 1**  
**SITE LOCATION**

SUMMERFIELD POINTE TIA - GENOA TOWNSHIP, MI

LEGEND

 SITE LOCATION





# FIGURE 2 TRAFFIC VOLUMES

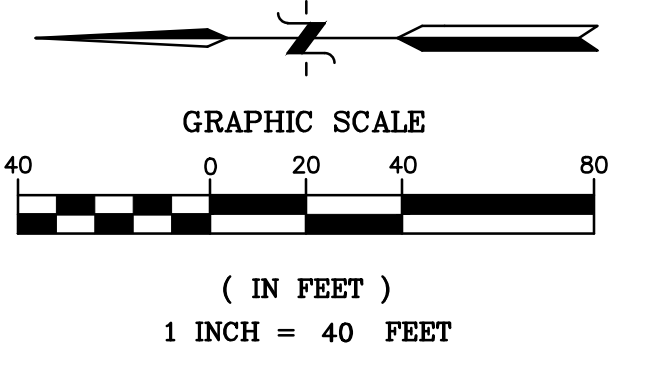
SUMMERFIELD POINTE TIA  
GENOA TOWNSHIP, MICHIGAN

### LEGEND

- ROADS
- PROPOSED ROADS
- TRAFFIC VOLUMES (AM/PM)
- DAILY TRAFFIC VOLUMES



NORTH  
SCALE: NOT TO SCALE



**LEGEND**

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

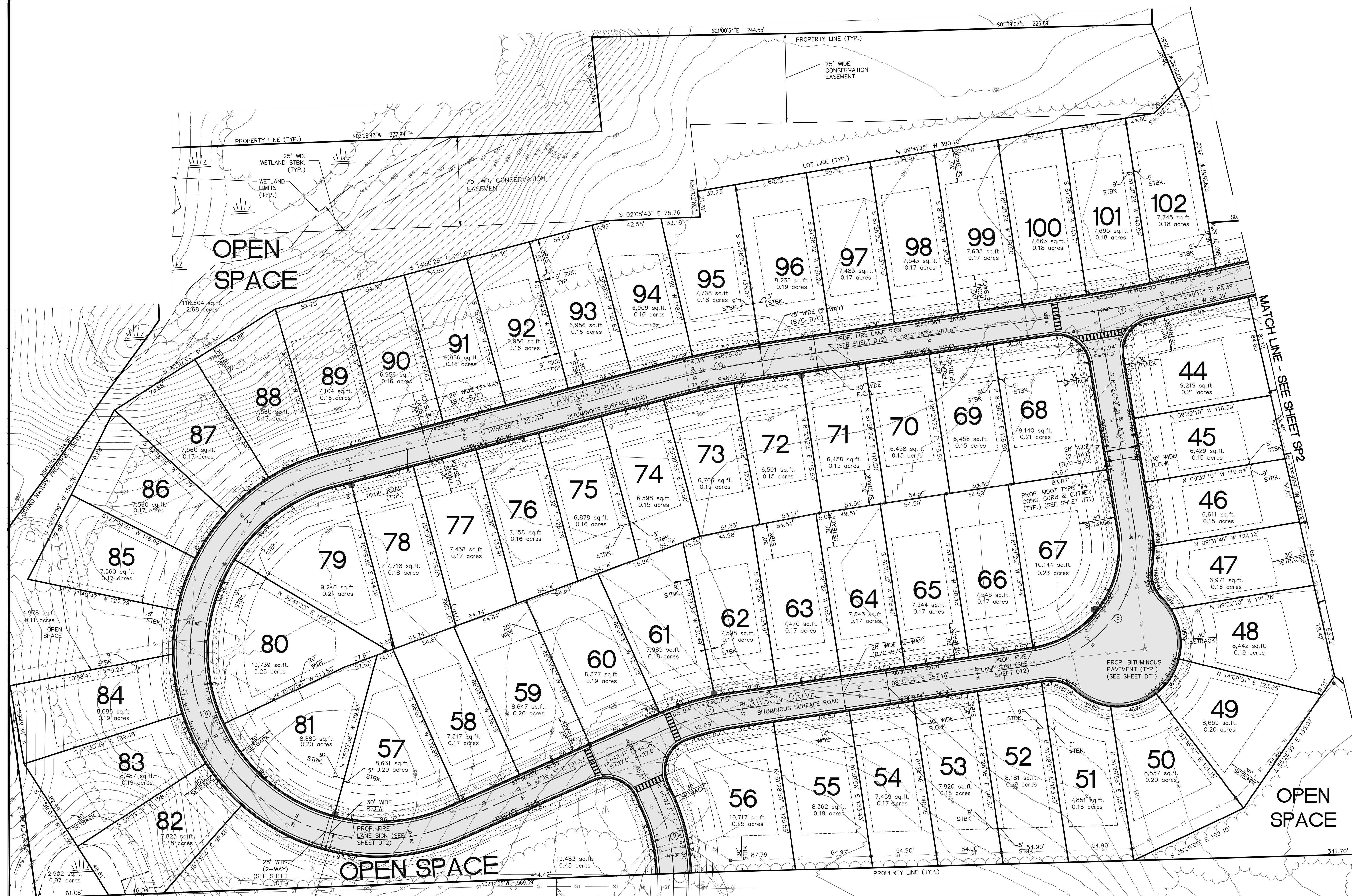
**BENCHMARKS**  
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD POINTE" LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 285. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

**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, 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.

3 WORKING DAYS BEFORE YOU DIG  
 CALL 811 OR 1-800-482-7171 (TOLL FREE)  
 OR VISIT CALL811.COM

(810) 227-9533  
**CIVIL ENGINEERS**  
**LAND SURVEYORS**  
**2183 PLEYS DRIVE**  
**BRIGHTON, MICHIGAN 48114**

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**



# 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°31'38"E 146.14 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 S1°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"E (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) 132.62 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) S87°51'55"W (recorded as N87°42'19"W) 144.66 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 22.222 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) 144.66 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; thence S02°08'43"E (recorded as S01°17'41"W) 132.62 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) S87°51'55"W (recorded as N87°42'19"W) 144.66 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 Point of Beginning.  
 Containing 26.252 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"E (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 1.132 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) 9.00 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°50'33") and having a chord bearing N23°31'27"E (recorded as N23°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 1.142 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:  
**Google maps**

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.

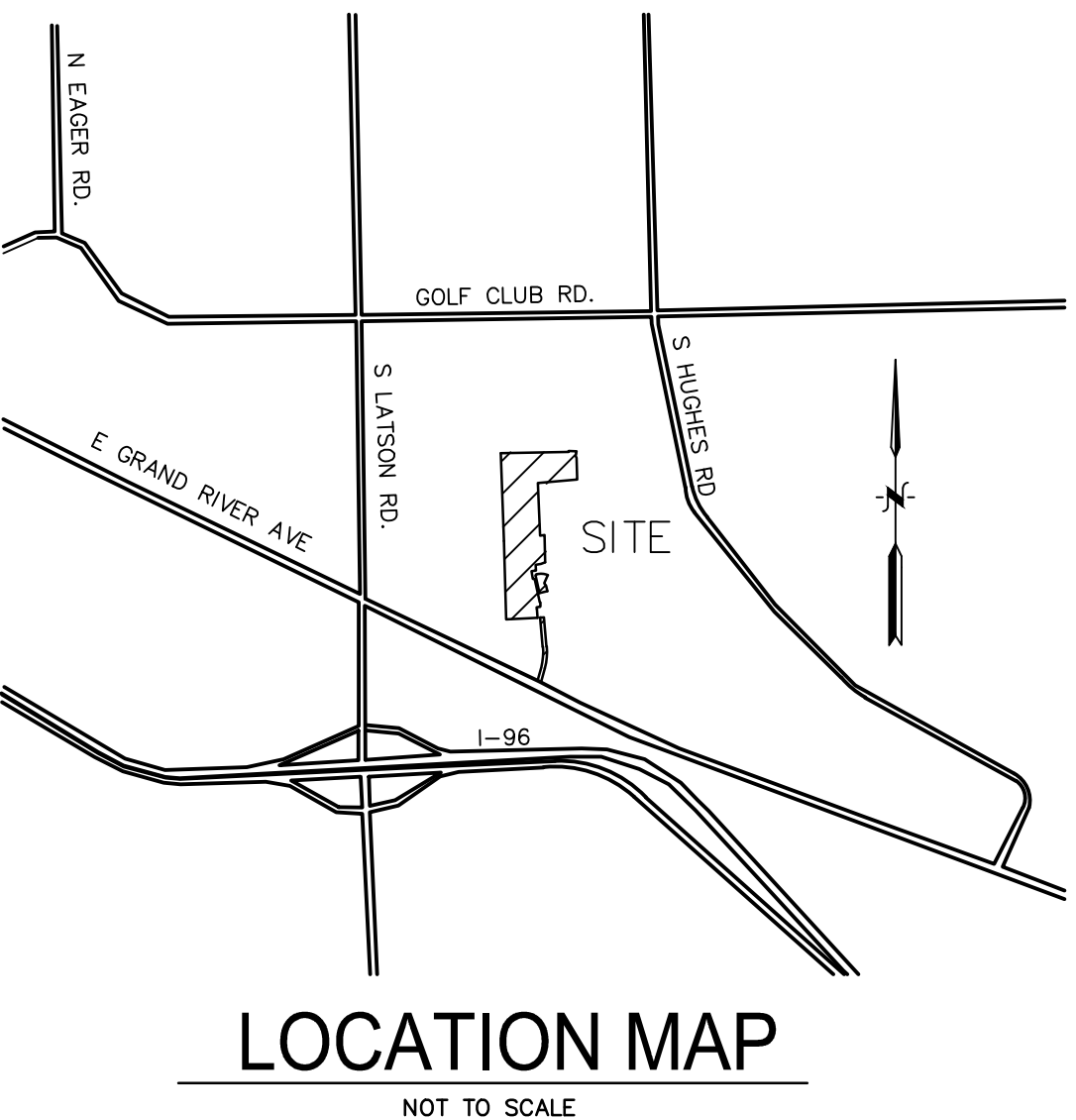
**PLAN DISTRIBUTION LIST**

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

**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



**SHEET INDEX**

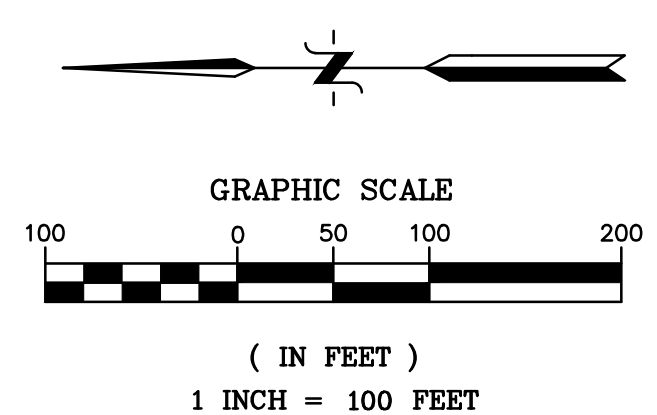
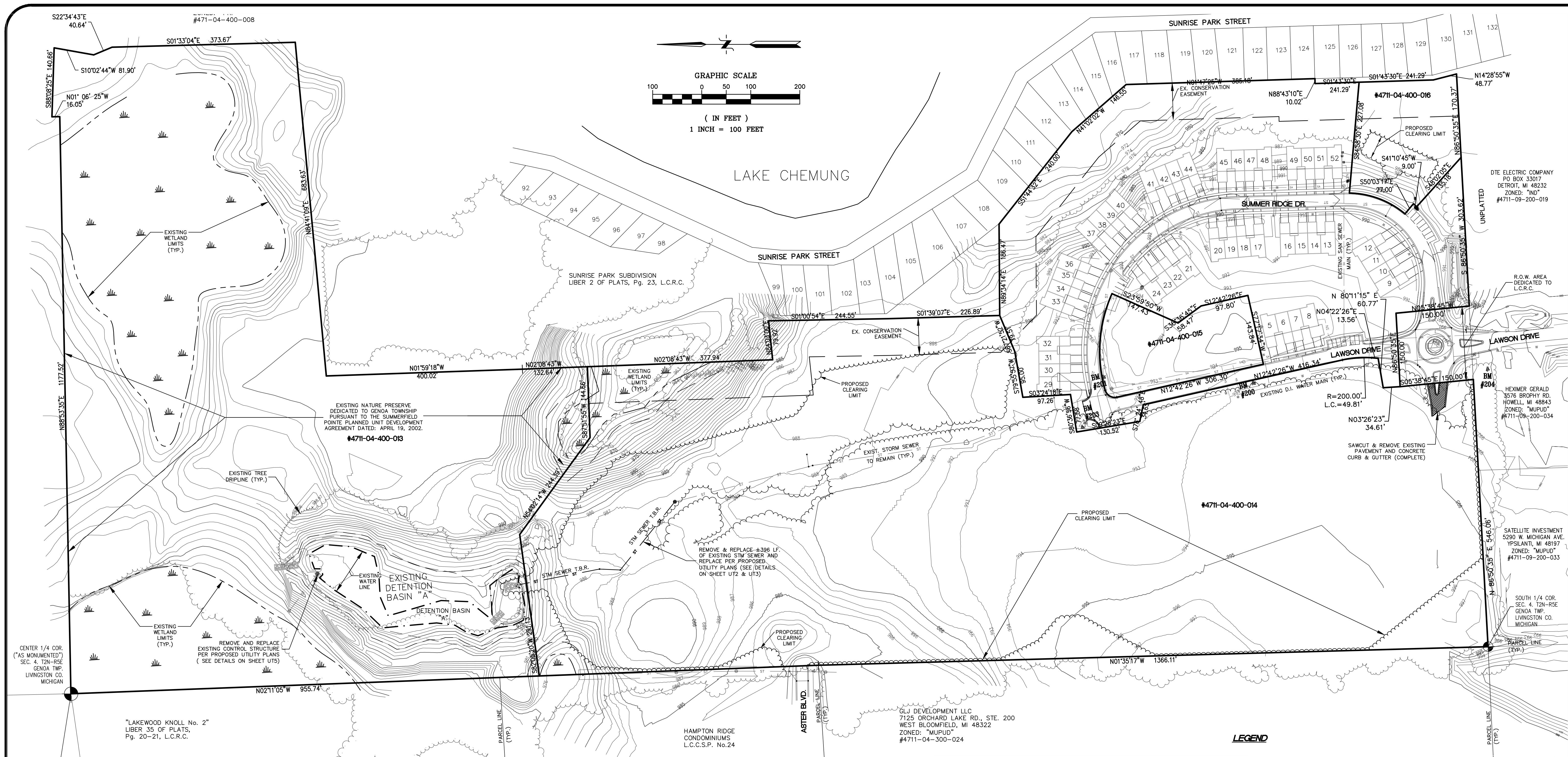
EX	EXISTING CONDITIONS & DEMOLITION PLAN
PP	TOWNHOUSE PARALLEL PLAN
SD	SITE DEVELOPMENT PLAN
SP1	DIMENSIONAL SITE PLAN (SOUTH)
SP2	DIMENSIONAL SITE PLAN (NORTH)
UT1	UTILITY PLAN (SOUTH)
UT2	UTILITY PLAN (NORTH)
UT3	UTILITY EASEMENT PLAN (SOUTH)
UT4	UTILITY EASEMENT PLAN (NORTH)
UT5	DETENTION BASIN "A" 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**

UTILITY	QUANTITY	UNIT
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	LF.
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



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
- ST — ST — = 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**

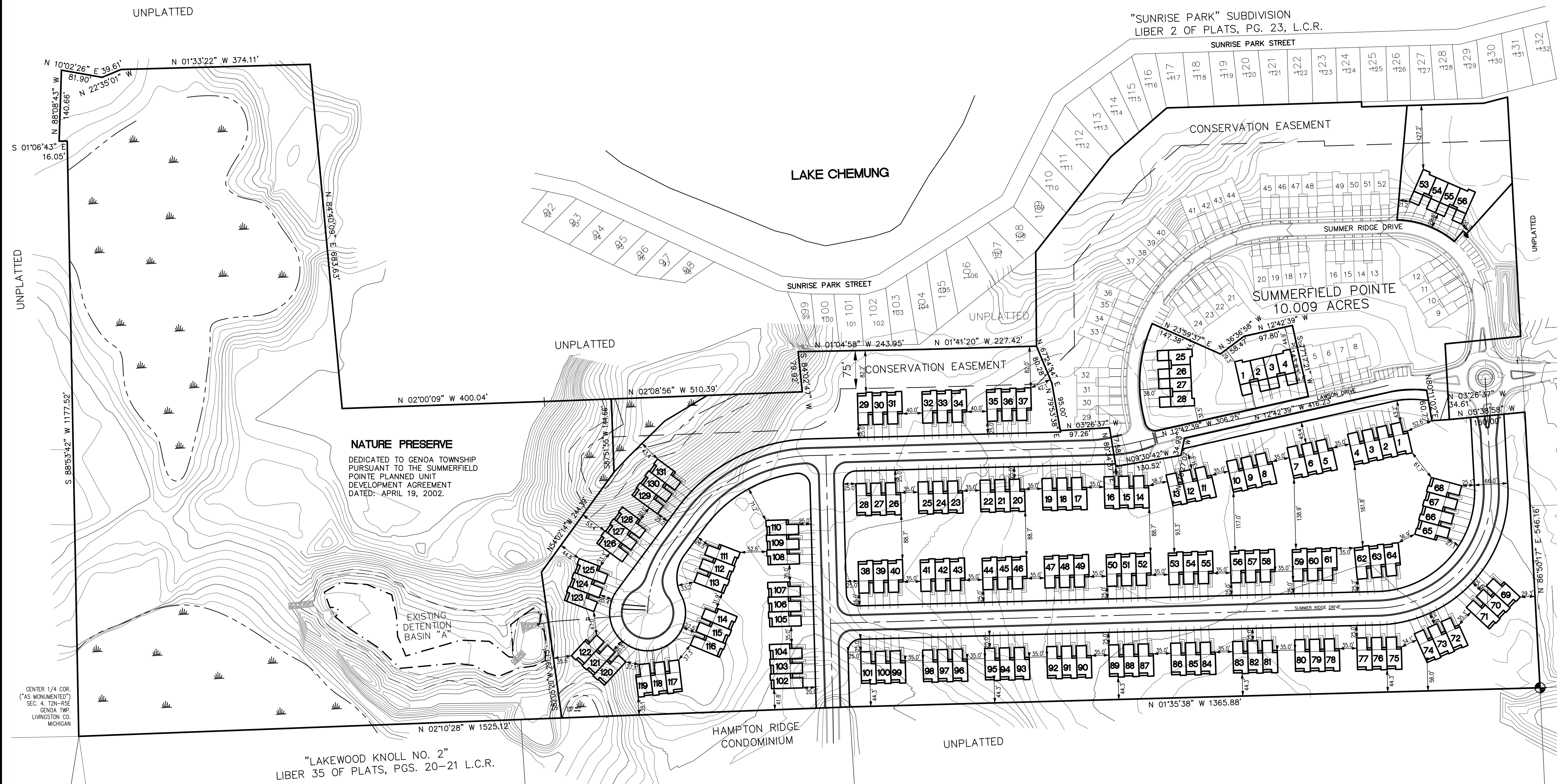
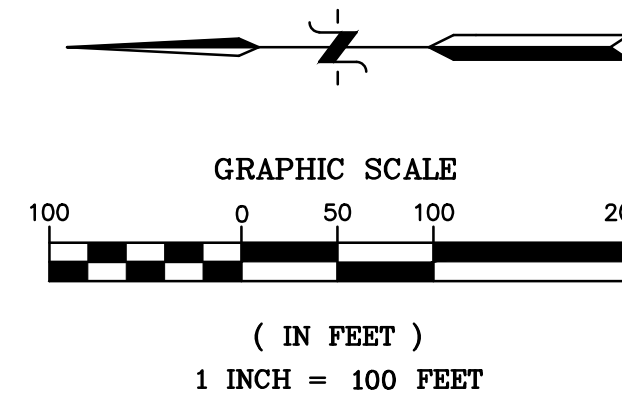
**EXISTING CONDITIONS & DEMOLITION PLAN**

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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CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

**EX**



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

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



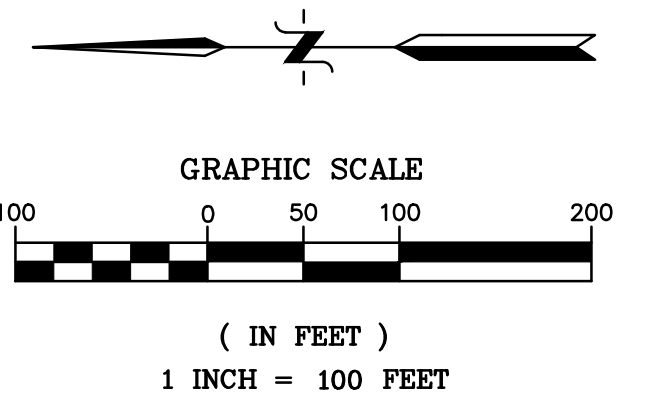
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DRAFT:						
CHECK: WMP						

## SUMMERFIELD POINTE ESTATES

## PARALLEL PLAN TOWNHOUSE SINGLE FAMILY RESIDENTIAL

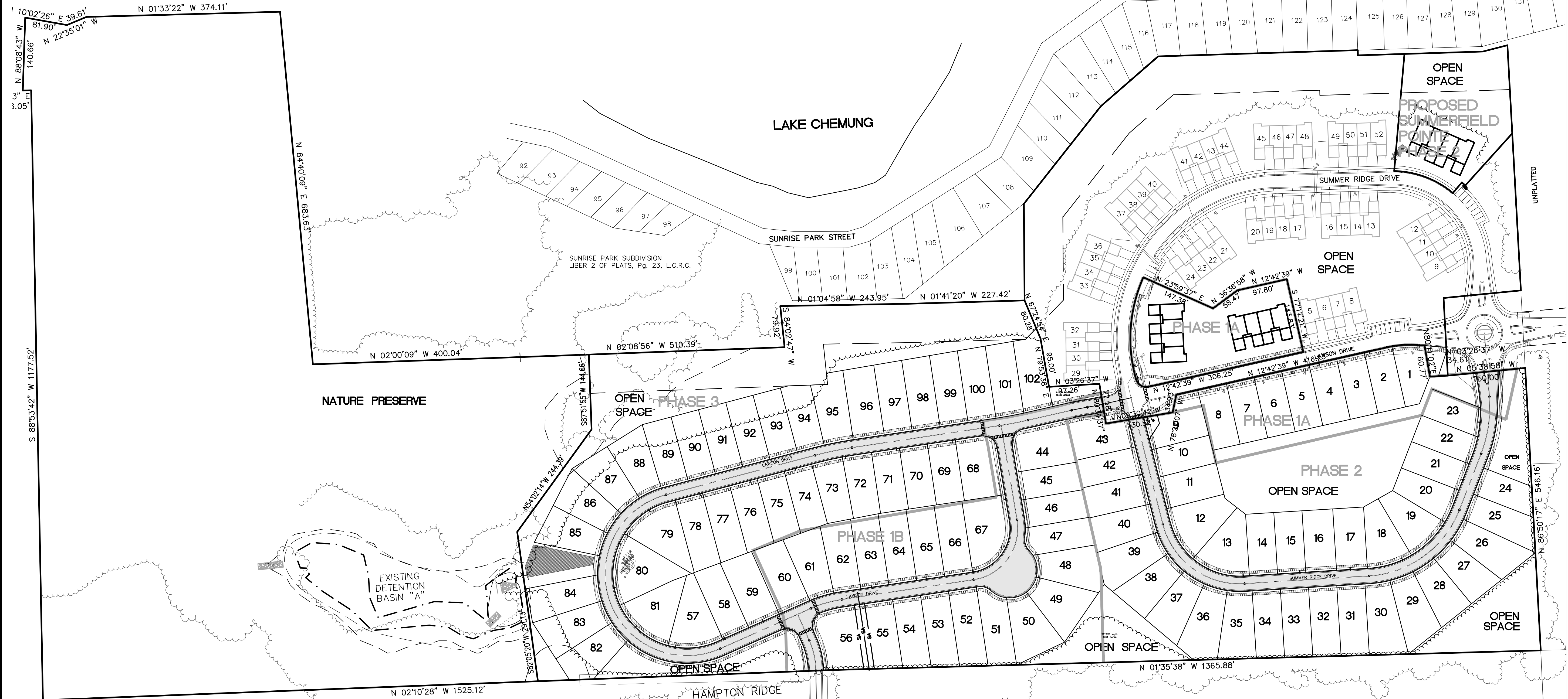
CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699	SCALE: 1in. = 100ft. PROJECT No.: 214159 DWG NAME: 4159 B ISSUED: OCT. 25, 2022
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PP



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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BRIGHTON, MICHIGAN 48114

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

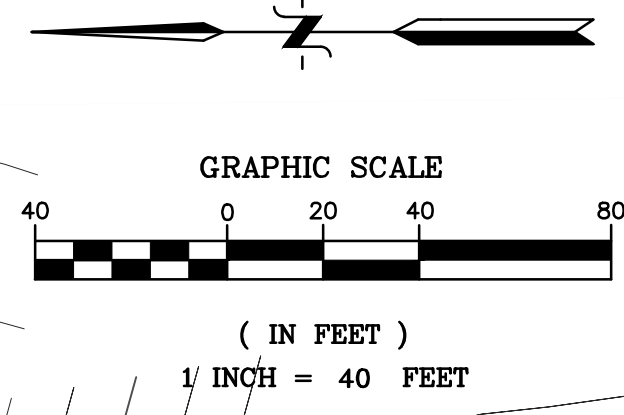
SUMMERFIELD  
POINTE ESTATES

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 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 "U.S.C.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 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

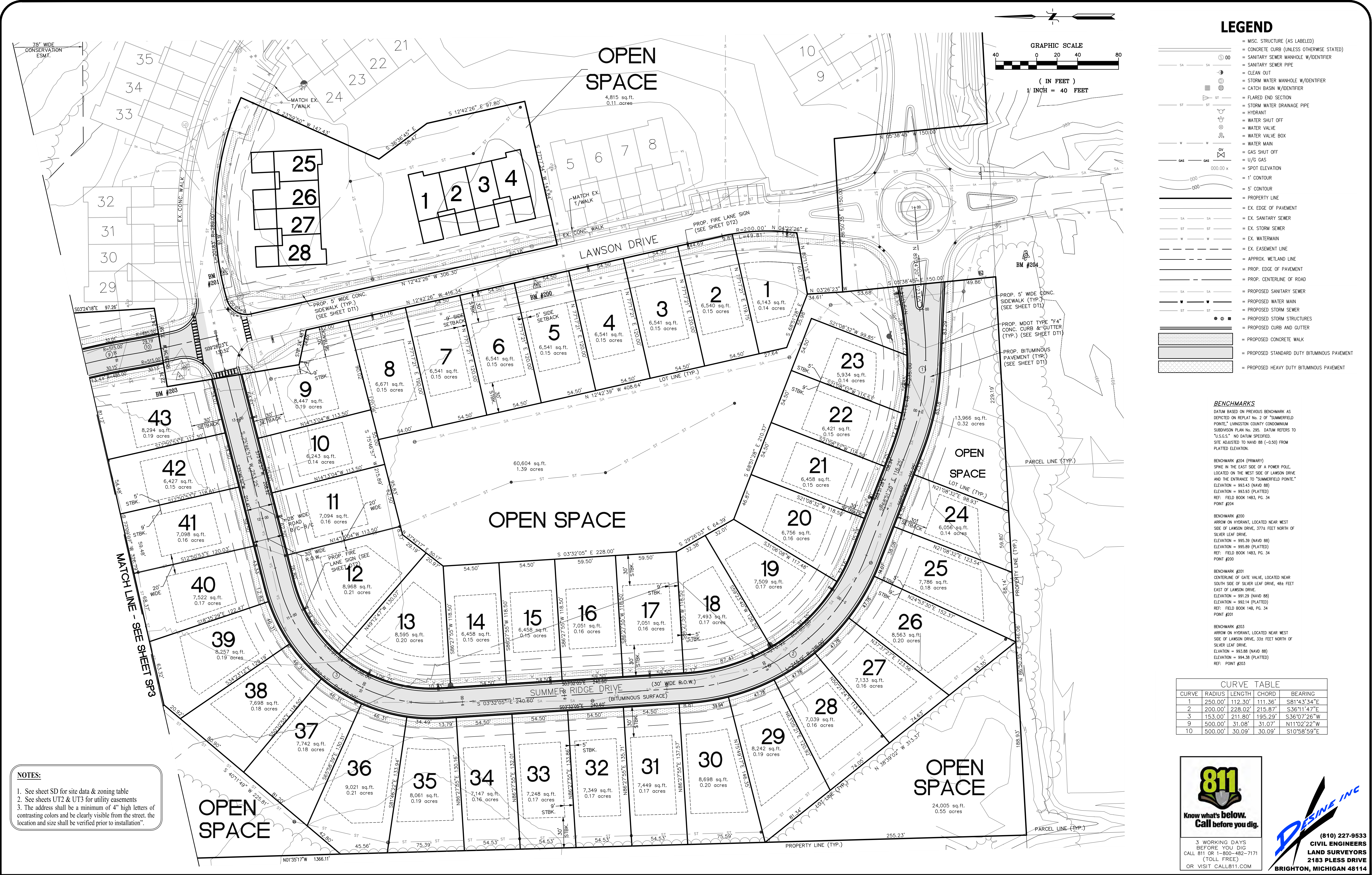
**BENCHMARK #203**  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 336 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)  
REF: POINT #203

**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.



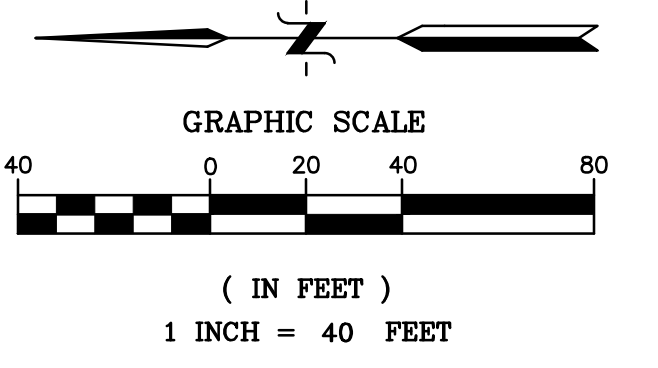
DESIGN: FAF DRAFT: JHG CHECK: JMB	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION #</th> <th>DATE</th> <th>REVISION-DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10-25-22</td> <td>REVISED PER REVIEW COMMENTS</td> </tr> </tbody> </table>	REVISION #	DATE	REVISION-DESCRIPTION	1	10-25-22	REVISED PER REVIEW COMMENTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION #</th> <th>DATE</th> <th>REVISION-DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION #	DATE	REVISION-DESCRIPTION				<p><b>SUMMERFIELD POINTE ESTATES</b></p>	<p><b>DIMENSIONAL SITE PLAN (SOUTH)</b></p>	<p>CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699</p>	<p>SCALE: 1in. = 40ft. PROJECT NO.: 214159 DWG NAME: 4159 SP2-3 ISSUED: OCT. 25, 2022</p>
REVISION #	DATE	REVISION-DESCRIPTION																
1	10-25-22	REVISED PER REVIEW COMMENTS																
REVISION #	DATE	REVISION-DESCRIPTION																

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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
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- = WATER SHUT OFF
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- = 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
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- = 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. 285. DATUM REFERS TO "USGCS" 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.

3 WORKING DAYS BEFORE YOU DIG  
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 OR VISIT CALL811.COM

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**CIVIL ENGINEERS**  
**LAND SURVEYORS**  
**2183 PLEYS DRIVE**  
**BRIGHTON, MICHIGAN 48114**

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

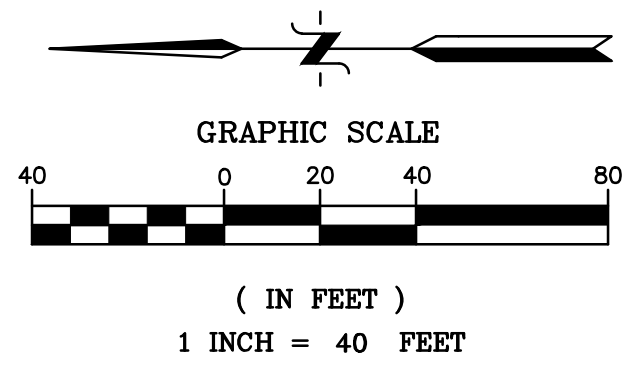
**SUMMERFIELD POINTE ESTATES**

**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 SHOWN 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 148, 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 148, 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 148, 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 148, PG. 34  
POINT #200

**STRUCTURE INVENTORY**

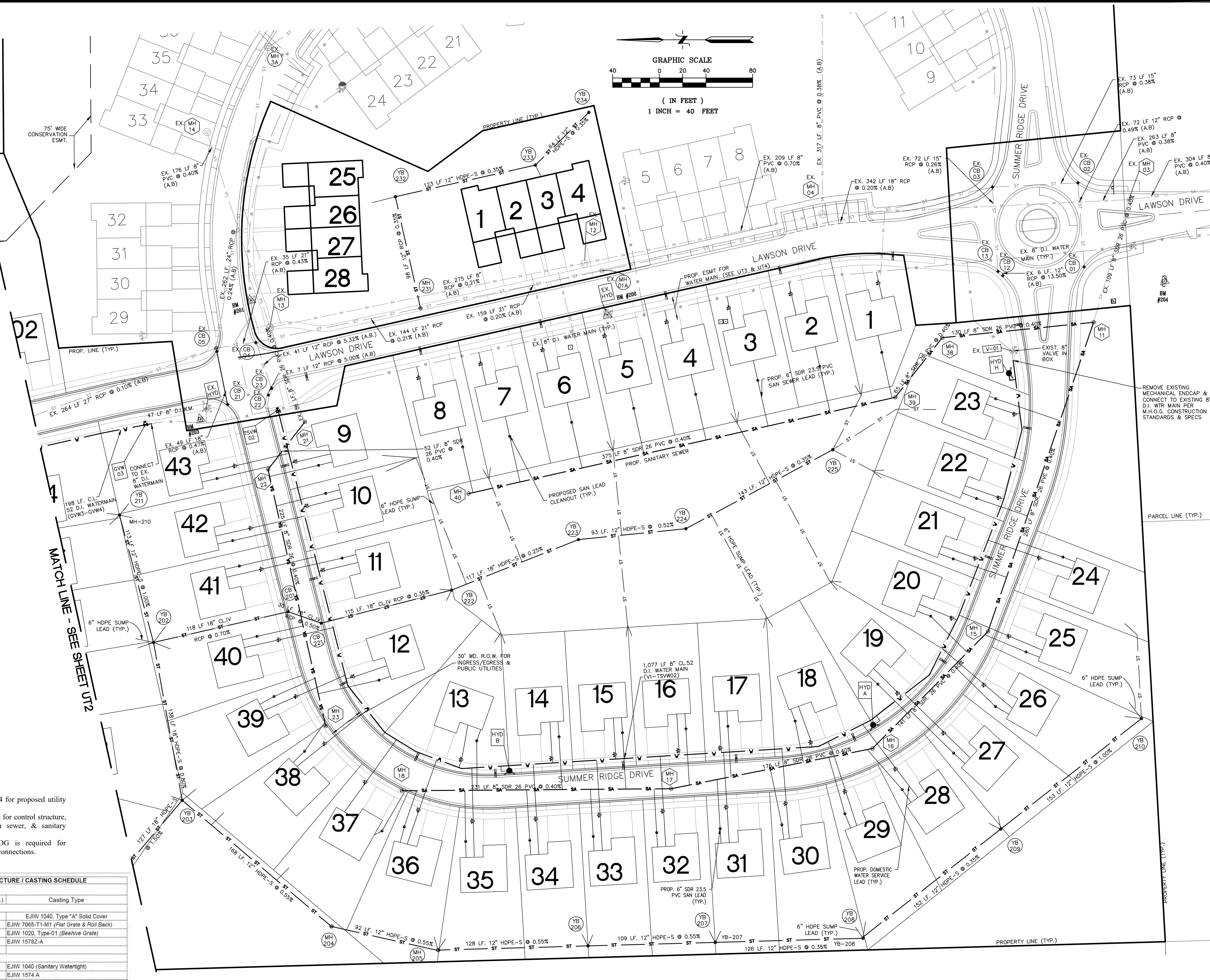
SAN SEWER MH-03	RM	991.83
INVERTS	N 8" PVC	981.48
	N 8" PVC	981.48
	S 8" PVC	981.43
SAN SEWER MH-04	RM	992.58
INVERTS	N 8" PVC	982.58
	E 8" PVC	982.68
	S 8" PVC	982.48
SAN SEWER MH-13	RM	992.07
INVERTS	NE 8" PVC	984.72
	SE 8" PVC	984.69
	S 8" PVC	984.72
SAN SEWER MH-12	RM	993.95
INVERTS	N 8" PVC	984.15
	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
	E 12" RCP	984.52
	E 12" 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'	EJW 1040, Type "A" Solid Cover
Curb Catch Basin	2' x 4' & 6'	EJW 7065-T1-M1 (Flat Grate & Roll Back)
Yard Basin	2' x 4'	EJW 1020, Type-01 (Beehive Grate)
Roof Drain	---	EJW 15782-A
<b>Sanitary Sewer structures:</b>		
Manholes	4'	EJW 1040 (Sanitary Watertight)
Cleanout	---	EJW 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

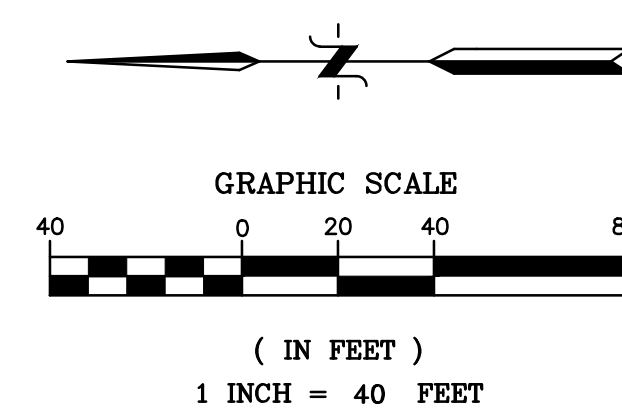
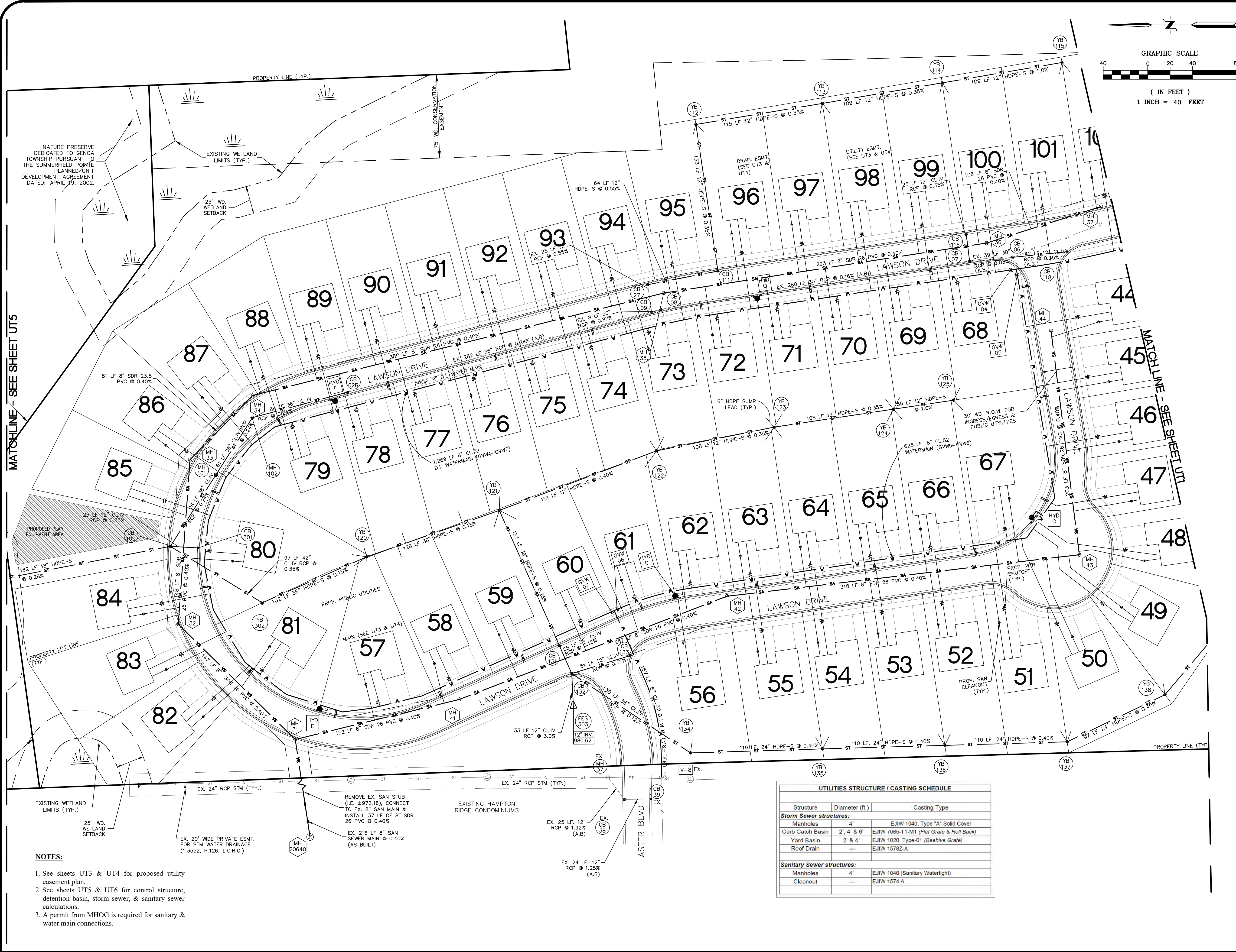
SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: OCT. 25, 2022

**UT1**

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BRIGHTON, MICHIGAN 48114



- 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)
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  - [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 "N.A.S.D." NO DATUM SPECIFIED. ELEVATION = 991.29 (NAVD 88) 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)  
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 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	RM	Inverts
SAN SEWER MH #20640 (OFFSITE)	989.00	
W 8" PVC	971.30	
STORM CATCH BASIN CB-02 (REPLACE CASTI)	990.81	
INVERTS	W 12" RCP 984.61	
N 15" RCP	984.56	
STORM CATCH BASIN CB-06	989.39	
INVERTS	SE 27" RCP 976.81	
N 30" RCP	976.64	
STORM CATCH BASIN CB-07	989.53	
INVERTS	S 30" RCP 976.63	
N 30" RCP	973.72	
STORM CATCH BASIN CB-08	986.78	
INVERTS	S 30" RCP 973.26	
N 30" RCP	973.26	
STORM CATCH BASIN CB-09	986.97	
INVERTS	E 12" RCP 978.19	
S 30" RCP	973.19	
N 36" RCP	973.19	
STORM CATCH BASIN CB-27	986.36	
INVERTS	W 12" RCP 978.90	
STORM MANHOLE MH-37	984.31	
INVERTS	N 24" RCP 979.36	
SW 12" RCP	980.56	
STORM CATCH BASIN CB-38	985.74	
INVERTS	NE 12" RCP 981.14	
S 12" RCP	981.04	
STORM CATCH BASIN CB-39	985.74	
INVERTS	N 12" RCP 981.44	

**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

- 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.

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

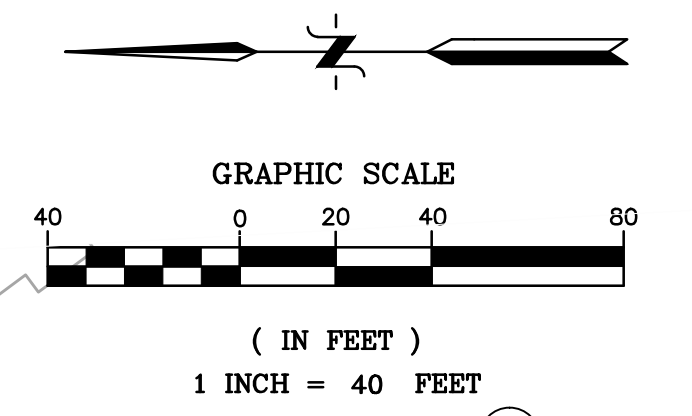
UTILITY PLAN  
NORTH

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



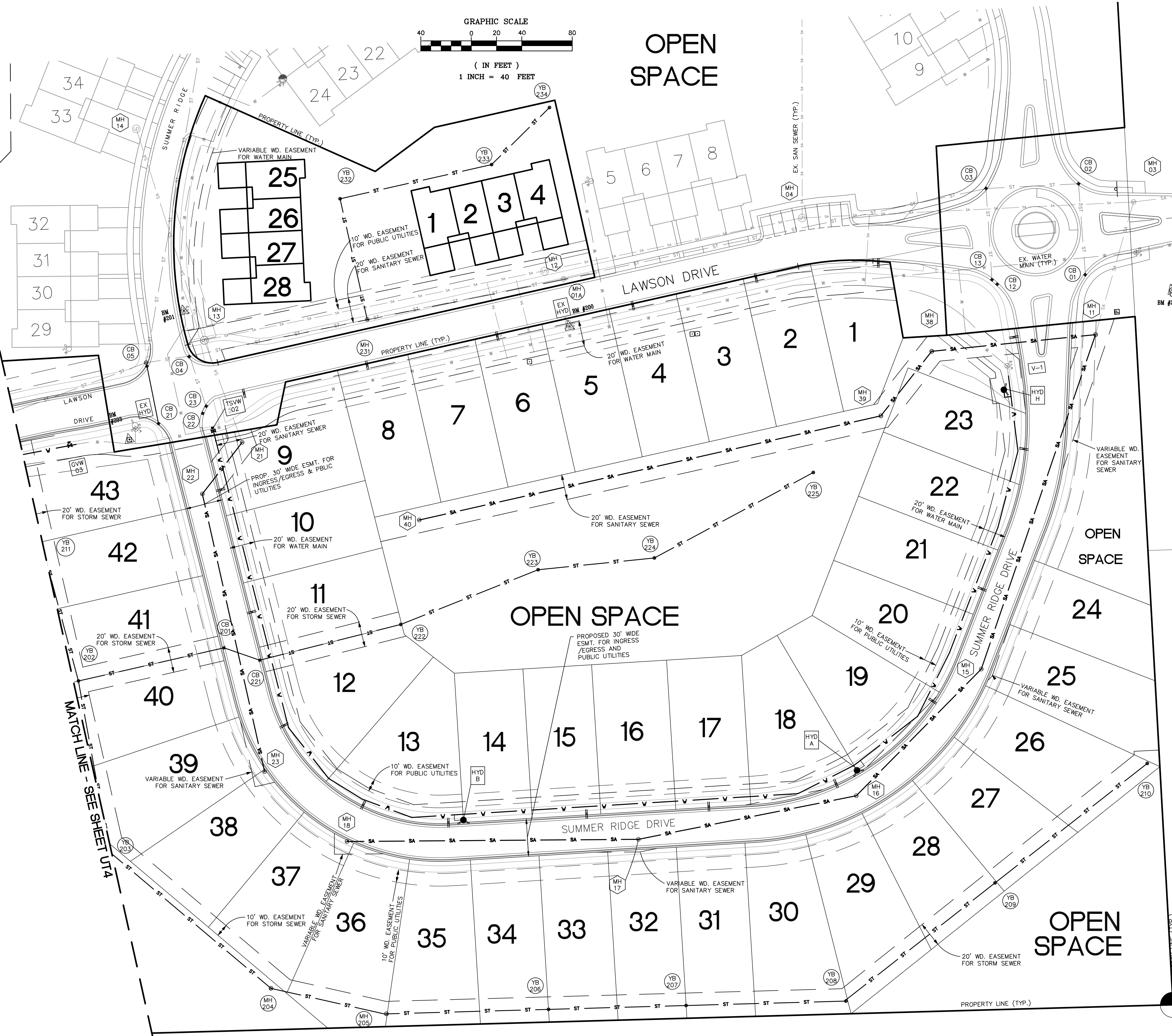


- ### LEGEND
- = MISC. STRUCTURE (AS LABELED)
  - = MONITOR WELL
  - = BOLLARD
  - = SIGN
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  - = UTILITY METERS & BOXES (ELECTRIC METER, GAS METER, WATER METER, PHONE BOX, CATV BOX, MAIL BOX)
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  - = EDGE OF WOODS / TREE DRIP LINE
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  - = 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
  - = PROP. CURB
  - = PROP. EDGE OF PAVEMENT
  - = PROP. STORM SEWER
  - = PROP. WATER MAIN
  - = PROP. DETENTION BASIN FREEBOARD
  - = TRN. EX. WATER
  - = PROPOSED WATERSHED BREAKLINE
  - = PROPOSED UTILITY EASEMENT

- ### NOTES:
- 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.

Summerfield Pointe Estates

Unit #	Garage	Setbacks	
		Left'	Right'
1	Right	9	5
2	Left	9	5
3	Left	9	5
4	Left	9	5
5	Left	9	5
6	Left	9	5
7	Left	9	5
8	Left	9	5
9	Left facing North	30 to b/c corner	9
10	Right	5	9
11	Right	5	10
12	Left	10	5
13	Left	9	5
14	Left	9	5
15	Left	9	5
16	Left	9	5
17	Right	5	9
18	Right	5	9
19	Right	5	9
20	Right	5	9
21	Right	5	9
22	Right	5	9
23	Left	5	9
24	Right	9	5
25	Left	9	5
26	Left	9	5
27	Left	9	5
28	Left	9	5
29	Left	9	5
30	Left	9	5
31	Left	9	5
32	Left	9	5
33	Left	9	5
34	Left	9	5
35	Left	9	5
36	Left	9	5
37	Left	9	5
38	Left	9	5
39	Left	9	5
40	Left	9	10
41	Left	5	9
42	Right	10	9
43	Right	5	30



- ### BENCHMARKS
- DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON RE-PLAT 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<br>CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 486 FEET EAST OF LAWSON DRIVE.<br>ELEVATION = 991.29 (NAVD 88)<br>ELEVATION = 992.14 (PLATTED)<br>REF: FIELD BOOK 1483, PG. 34<br>POINT #201   | BENCHMARK #203<br>LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE" SIDE OF LAWSON DRIVE, 334 FEET NORTH OF SILVER LEAF DRIVE.<br>ELEVATION = 993.93 (PLATTED)<br>ELEVATION = 994.38 (PLATTED)<br>REF: FIELD BOOK 1483, PG. 34<br>POINT #203 |
| BENCHMARK #200 (PRIMARY)<br>SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE" SIDE OF LAWSON DRIVE, 374 FEET NORTH OF SILVER LEAF DRIVE.<br>ELEVATION = 995.39 (NAVD 88)<br>ELEVATION = 995.89 (PLATTED)<br>REF: FIELD BOOK 1483, PG. 34<br>POINT #200 | BENCHMARK #204<br>ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 374 FEET NORTH OF SILVER LEAF DRIVE.<br>ELEVATION = 995.39 (NAVD 88)<br>ELEVATION = 995.89 (PLATTED)<br>REF: FIELD BOOK 1483, PG. 34<br>POINT #204   |

3 WORKING DAYS BEFORE YOU DIG  
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OR VISIT CALL811.COM

(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

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

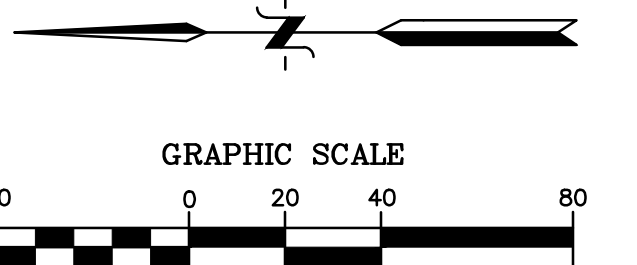
SUMMERFIELD  
POINTE ESTATES

UTILITY EASEMENT 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

UT3



**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)
- PH — — — — — PH = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- EL — — — — — EL =
- CTV — — — — — CTV =
- UT — — — — — UT =
- — — — — = 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
- GAS — — — — — = U/G GAS
- — — — — = 1' CONTOUR
- — — — — = 5' CONTOUR
- — — — — = PROP. CURB
- — — — — = PROP. EDGE OF PAVEMENT
- ST — ST — — — — — = PROP. STORM SEWER
- — — — — = PROP. WATER MAIN
- — — — — = PROPOSED UTILITY EASEMENT
- — — — — = PROPOSED PROPERTY SETBACK

**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 LANGSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
REF: FIELD BOOK 14B, PG. 34  
POINT #201

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LANGSON DRIVE, AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)  
REF: FIELD BOOK 14B3, PG. 34  
POINT #204

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LANGSON DRIVE, 33+ 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 LANGSON DRIVE, 37+ FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)  
REF: FIELD BOOK 14B3, PG. 34  
POINT #200

**Summerfield Pointe Estates**

Unit #	Garage	Setbacks	Unit #	Garage	Setbacks	Unit #	Garage	Setbacks
		Left' Right'			Left' Right'			Left' Right'
44	Left	5 5	69	Left	5 5	91	Right	5 5
45	Left	5 5	70	Left	5 5	92	Right	5 5
46	Left	5 5	71	Left	5 5	93	Right	5 5
47	Left	5 5	72	Left	5 5	94	Right	5 5
48	Left	5 5	73	Left	5 5	95	Right	5 5
49	Left	5 5	74	Left	5 5	96	Right	5 5
50	Left	5 5	75	Left	5 5	97	Right	5 5
51	Left	5 5	76	Left	5 5	98	Right	5 5
52	Left	5 5	77	Left	5 5	99	Right	5 5
53	Left	5 5	78	Left	5 5	100	Right	5 5
54	Left	5 5	79	Left	5 5	101	Right	5 5
55	Left	5 5	80	Left	5 5	102	Right	5 5
56	Right Facing East	5 30	81	Right	5 5			
57	Right	5 5	82	Right	5 5			
58	Right	5 5	83	Right	5 5			
59	Right	5 5	84	Right	5 5			
60	Right	5 5	85	Right	5 5			
61	Right	5 5	86	Right	5 5			
62	Right	5 5	87	Right	5 5			
63	Right	5 5	88	Right	5 5			
64	Right	5 5	89	Right	5 5			
65	Right	5 5	90	Right	5 5			
66	Right	5 5	91	Right	5 5			
67	Right Facing West	5 30	92	Left Facing West	5 30			
68	Left Facing East	5 5						

**NOTES:**

- 1. See sheets UT5 & UT6 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
- 2. A permit from MHOJ is required for sanitary & water main connections.



3 WORKING DAYS BEFORE YOU DIG  
CALL 811 OR 1-800-482-7171 (TOLL FREE)  
OR VISIT CALL811.COM



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

UTILITY EASEMENT 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

UT4





**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-223 (4' DIA) (7503.01, 3344.68) RIM 992.20 NW 18" HDPE-S 985.42 SE 12" HDPE-S 985.82 SUMP - 983.42	
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-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	
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	YARD BASIN YB-225 (4' DIA) (7284.97, 3421.70) RIM 992.20 NW 12" HDPE-S 986.91 SUMP - 984.91	
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	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	

DESIGN: FAF	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: O.M.						
CHECK: WMP						

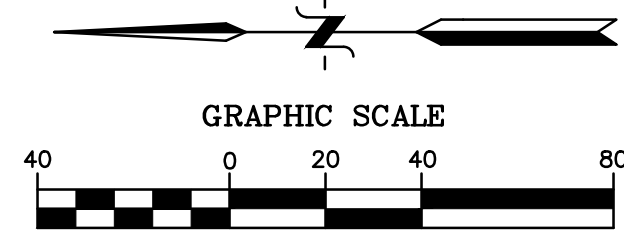
**SUMMERFIELD  
POINTE ESTATES**

**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/IDENTIFIER
- = CONIFEROUS TREE W/IDENTIFIER
- = 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/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 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

**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 (-0.30) FROM PLATTED ELEVATION. REF: FIELD BOOK 1483, PG. 34 POINT #201

BENCHMARK #201  
CENTRELINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 488 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, 338 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, 372 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) REF: FIELD BOOK 1483, PG. 34 POINT #200



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OR VISIT CALL811.COM

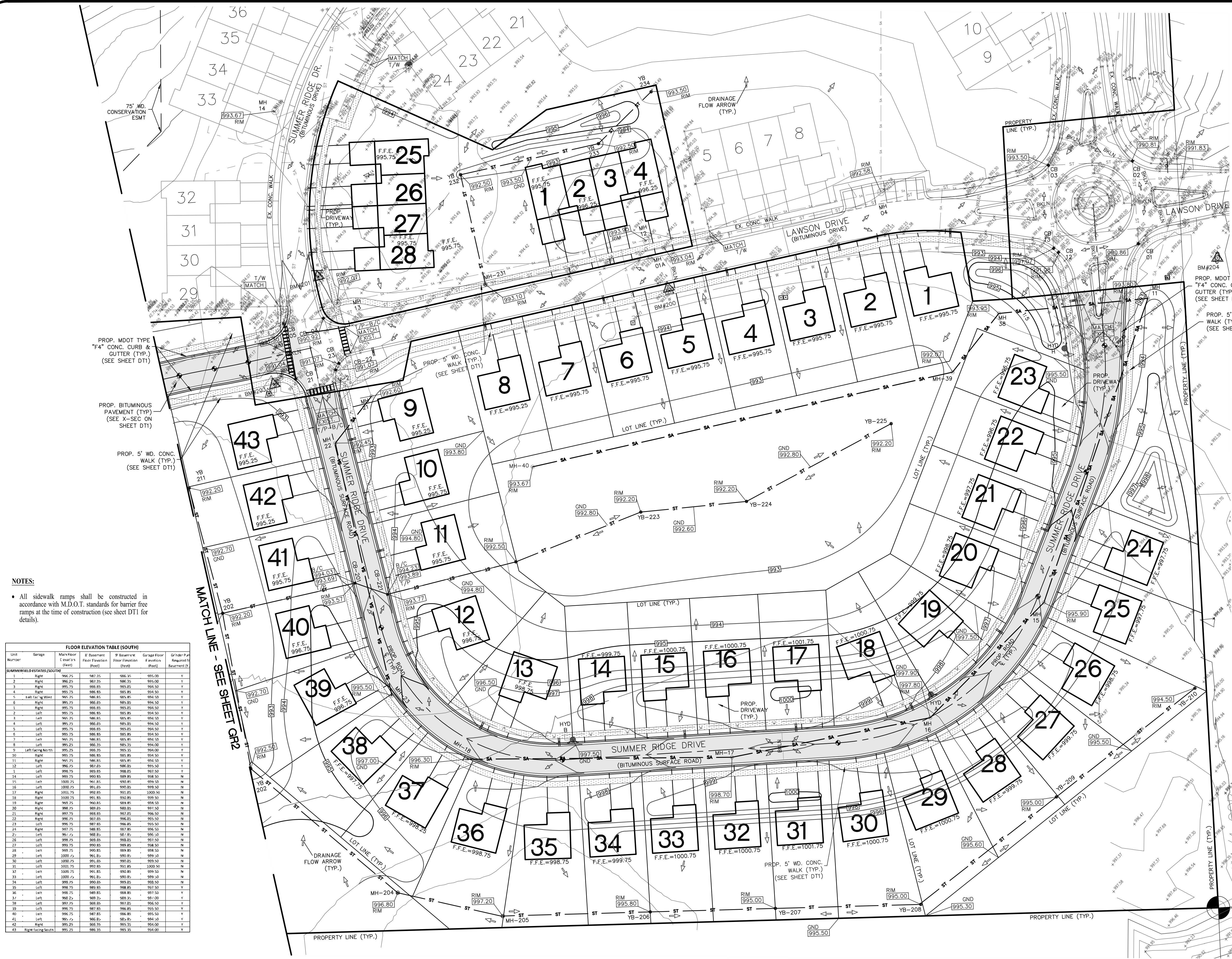


**FLOOR ELEVATION TABLE (SOUTH)**

Unit Number	Garage	Main Floor	1st Basement	2nd Basement	Garage Floor	Grnd. Pk. Basement (1)
1	Rght	995.75	988.85	985.85	995.00	Y
2	Rght	996.25	987.35	984.35	995.00	Y
3	Rght	995.75	988.85	985.85	994.50	Y
4	Rght	995.75	988.85	985.85	994.50	Y
5	Left Fac. w/ Wnd	995.75	988.85	985.85	994.50	Y
6	Rght	995.75	988.85	985.85	994.50	Y
7	Left	995.75	988.85	985.85	994.50	Y
8	Left	995.75	988.85	985.85	994.50	Y
9	Left	995.75	988.85	985.85	994.50	Y
10	Left	995.75	988.85	985.85	994.50	Y
11	Left	995.75	988.85	985.85	994.50	Y
12	Left	995.75	988.85	985.85	994.50	Y
13	Left	995.75	988.85	985.85	994.50	Y
14	Left	995.75	988.85	985.85	994.50	Y
15	Left	995.75	988.85	985.85	994.50	Y
16	Left	995.75	988.85	985.85	994.50	Y
17	Left	995.75	988.85	985.85	994.50	Y
18	Left	995.75	988.85	985.85	994.50	Y
19	Left	995.75	988.85	985.85	994.50	Y
20	Left	995.75	988.85	985.85	994.50	Y
21	Left	995.75	988.85	985.85	994.50	Y
22	Left	995.75	988.85	985.85	994.50	Y
23	Left	995.75	988.85	985.85	994.50	Y
24	Left	995.75	988.85	985.85	994.50	Y
25	Left	995.75	988.85	985.85	994.50	Y
26	Left	995.75	988.85	985.85	994.50	Y
27	Left	995.75	988.85	985.85	994.50	Y
28	Left	995.75	988.85	985.85	994.50	Y
29	Left	995.75	988.85	985.85	994.50	Y
30	Left	995.75	988.85	985.85	994.50	Y
31	Left	995.75	988.85	985.85	994.50	Y
32	Left	995.75	988.85	985.85	994.50	Y
33	Left	995.75	988.85	985.85	994.50	Y
34	Left	995.75	988.85	985.85	994.50	Y
35	Left	995.75	988.85	985.85	994.50	Y
36	Left	995.75	988.85	985.85	994.50	Y
37	Left	995.75	988.85	985.85	994.50	Y
38	Left	995.75	988.85	985.85	994.50	Y
39	Left	995.75	988.85	985.85	994.50	Y
40	Left	995.75	988.85	985.85	994.50	Y
41	Left	995.75	988.85	985.85	994.50	Y
42	Left	995.75	988.85	985.85	994.50	Y
43	Left	995.75	988.85	985.85	994.50	Y

**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).



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**



**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	0.08
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	0.42
CB-04	0.34	0.00	0.00	0.26	0.00	0.60
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	0.18	0.00	0.25	0.42
YB-116	0.00	0.00	0.00	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	0.29	0.42
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	0.09	0.39	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	0.86	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

**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**

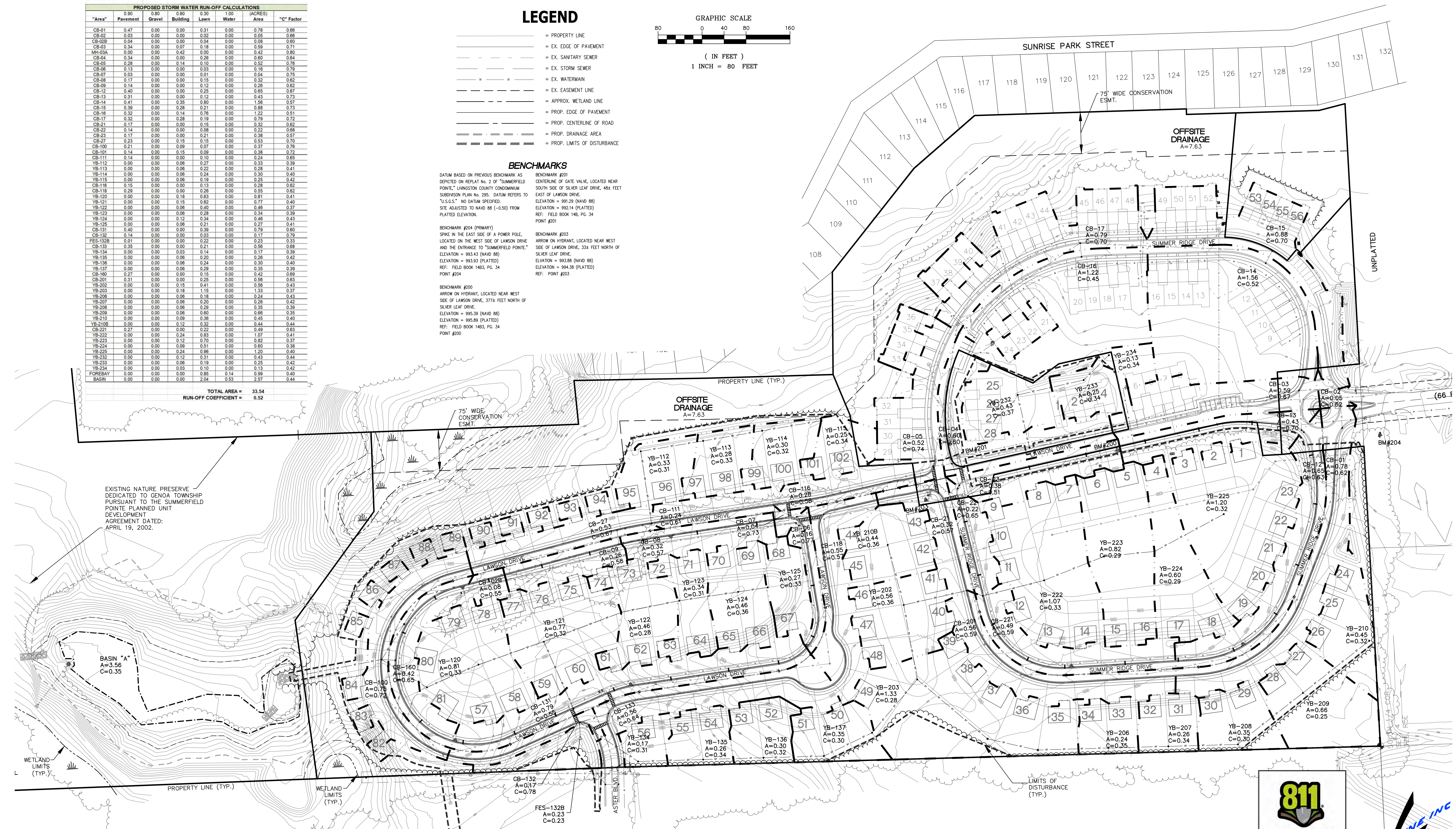
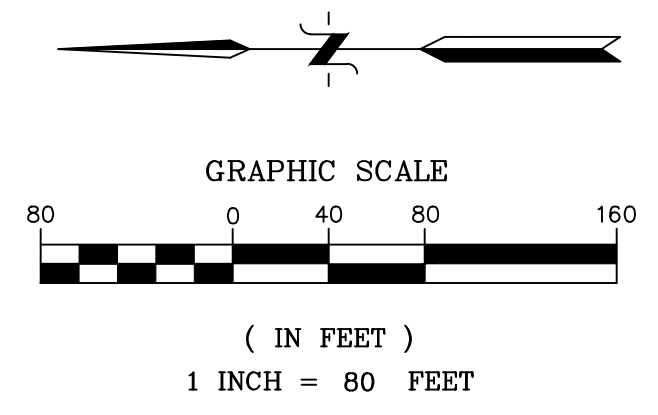
DATUM BASED ON PREVIOUS BENCHMARK AS SHOWN ON REPLAT No. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

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, 377± FEET NORTH OF SILVER LEAF DRIVE.  
 ELEVATION = 995.39 (NAVD 88)  
 ELEVATION = 995.89 (PLATTED)  
 REF: FIELD BOOK 1483, PG. 34  
 POINT #200



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

TOTAL AREA OF DISTURBANCE = 23.0 AC.

**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

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

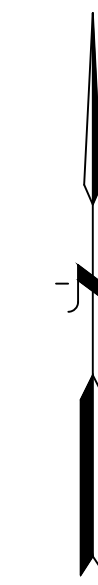
SCALE: 1in. = 80ft.  
 PROJECT No.: 214159  
 DWG NAME: 4159 WS  
 ISSUED: OCT. 25, 2022

**WS1**



**MAP LEGEND**

- Area of Interest (AOI)
- Soils Map Unit Polygons
- Soils Map Unit Lines
- Soils 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
- 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>

NATURE PRESERVE AREA  
#4711-04-300-013

AREA "A"  
#4711-04-400-014

EXISTING SUMMERFIELD  
POINTE CONDOMINIUM AREA

AREA "B"  
#4711-04-400-015

AREA "C"  
#4711-04-400-016

**EXISTING SOILS MAP**

NOT TO SCALE

SUMMERFIELD  
POINTE ESTATES

EXISTING  
SOILS MAP



3 WORKING DAYS BEFORE YOU DIG  
CALL 811 OR 1-800-482-7171 (TOLL FREE)  
OR VISIT CALL811.COM

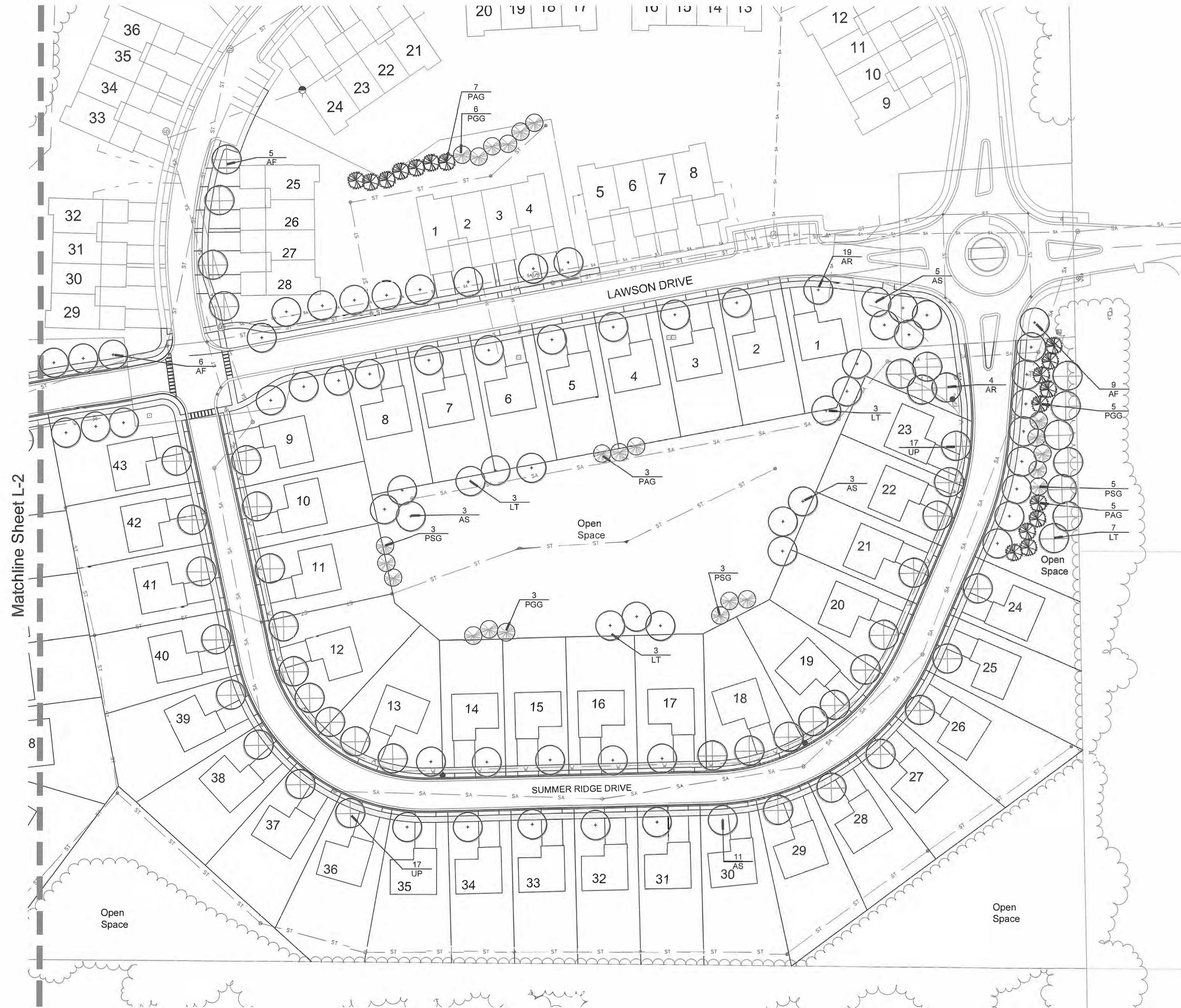


(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

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

CLIENT:	SCALE:	NOT TO SCALE
HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD, COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699	PROJECT No.:	214159
	DWG NAME:	4159 WS2
	ISSUED:	OCT. 25, 2022

**WS2**



Matchline Sheet L-2

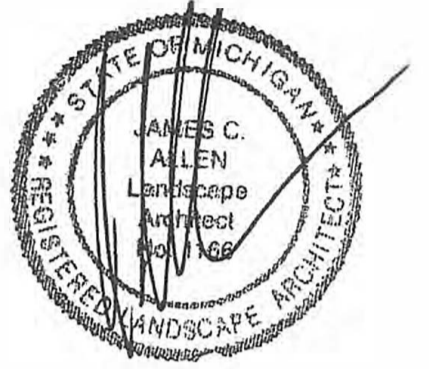
**Landscape Summary**

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	24	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'

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:

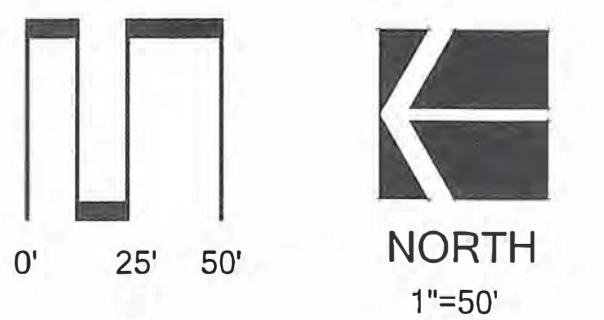
21-068

Drawn By:

jca

Checked By:

jca

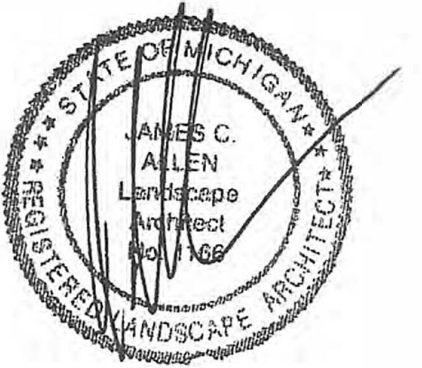


Sheet No.

**L-1**



Seal:



Title:  
**Landscape Plan**

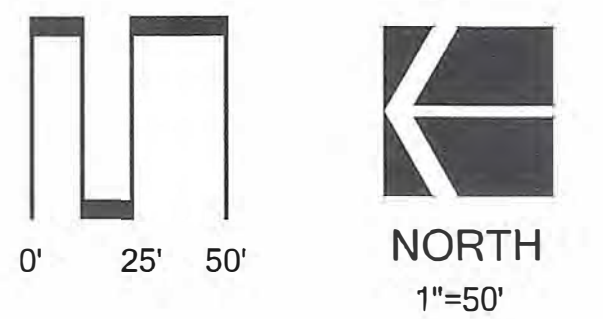
Project:  
**Summerfield Point Estates  
 Genoa Township, Michigan**

Prepared for:  
 Healy Homes, LLC  
 3696 Sleeth Road  
 Commerce Township, Michigan 48382

Revision:      Issued:  
 Review                      October 5, 2022

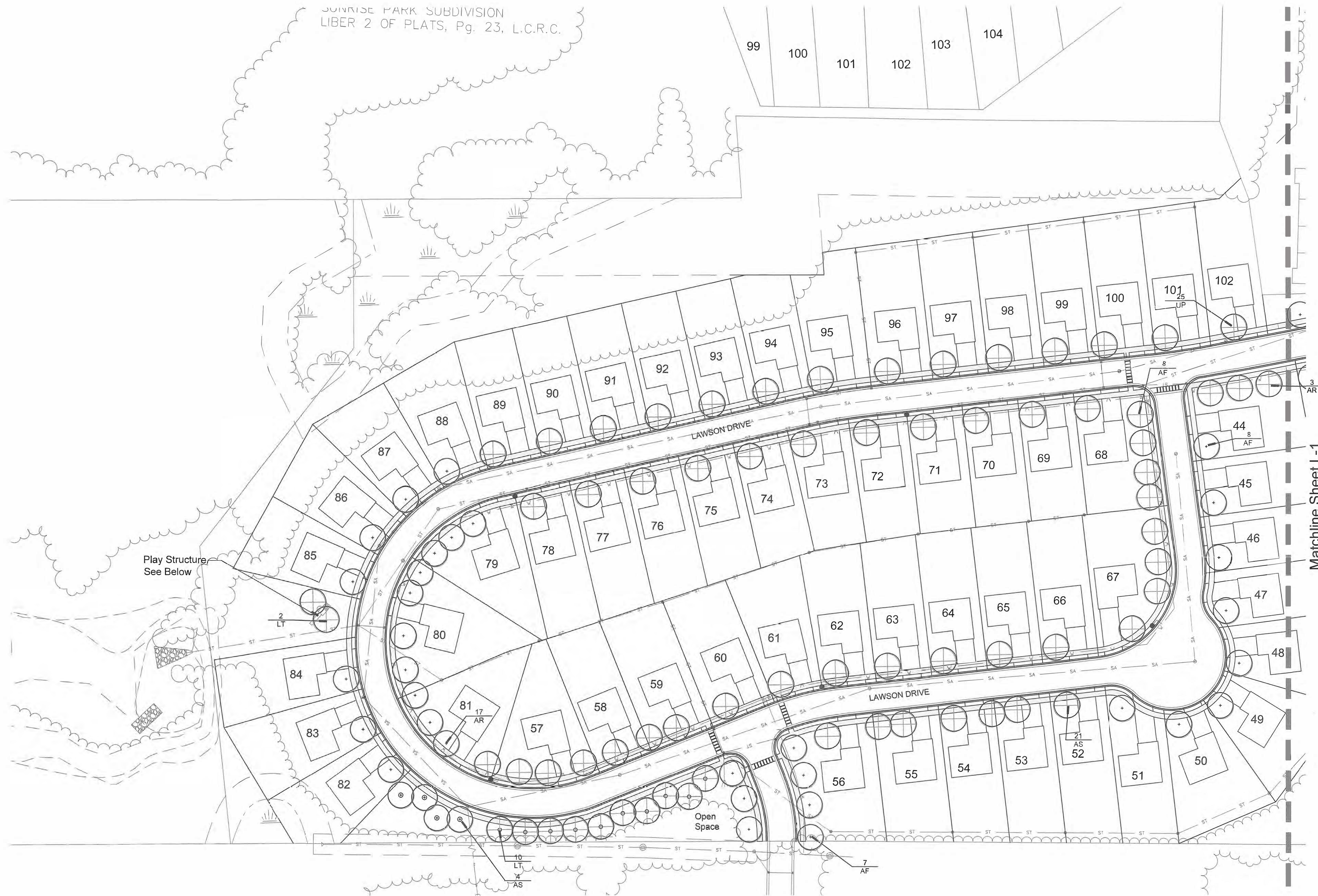
Job Number:  
 21-068

Drawn By:      Checked By:  
 jca                      jca



Sheet No.

**L-2**



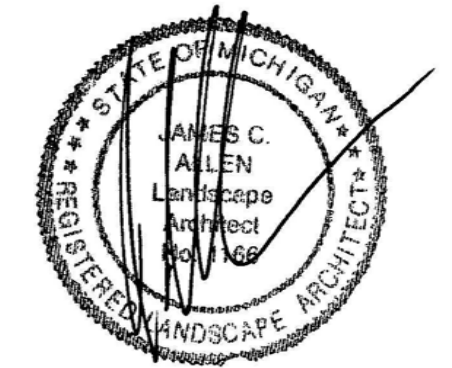
**Plant List - This Sheet**

sym.	qty.	botanical name	common name	caliper	spacing	root	height
<b>Street Trees</b>							
AF	23	Acer x. 'freemansi' 'Autumn Blaze'	Autumn Blaze Maple	2.5"	as shown	B&B	
AR	20	Acer rubrum 'October Glory'	October Glory Red Maple	2.5"	as shown	B&B	
AS	25	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5"	as shown	B&B	
LT	12	Liriodendron tulipifera	Tulip Tree	2.5"	as shown	B&B	
UP	25	Ulmus 'Pioneer'	Pioneer Elm	2.5"	as shown	B&B	
105		Trees Provided					

**Play Structure**



Port Liberty Play Structure  
 by Playgrounquipment.com



Seal: \_\_\_\_\_

Title:  
**Landscape Details**

Project:  
**Summerfield Point Estates  
 Genoa Township, Michigan**

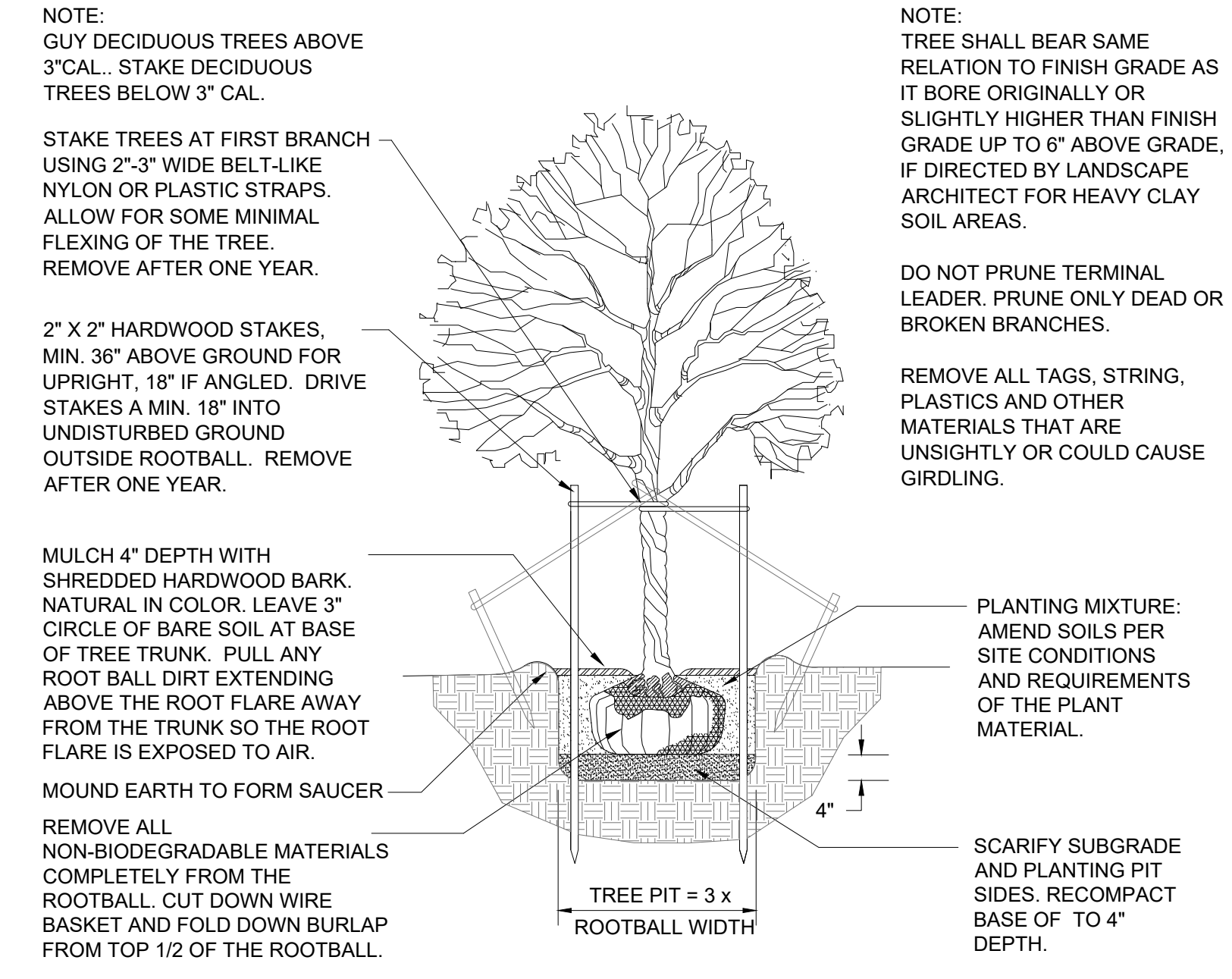
Prepared for:  
 Healy Homes, LLC  
 3696 Sleeth Road  
 Commerce Township, Michigan 48382

Revision: \_\_\_\_\_ Issued: \_\_\_\_\_  
 Revision October 5, 2022

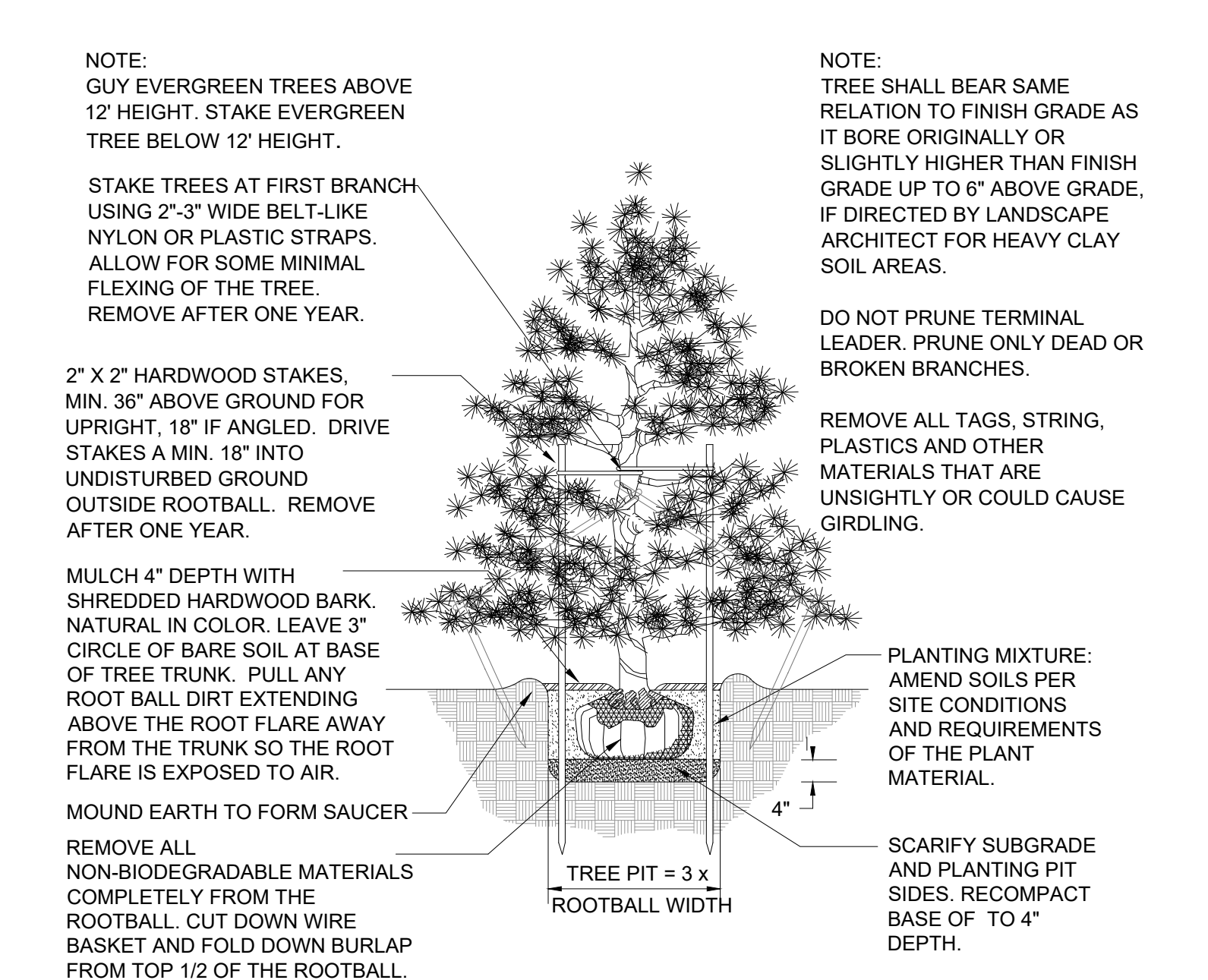
Job Number:  
 21-068

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_  
 jca jca

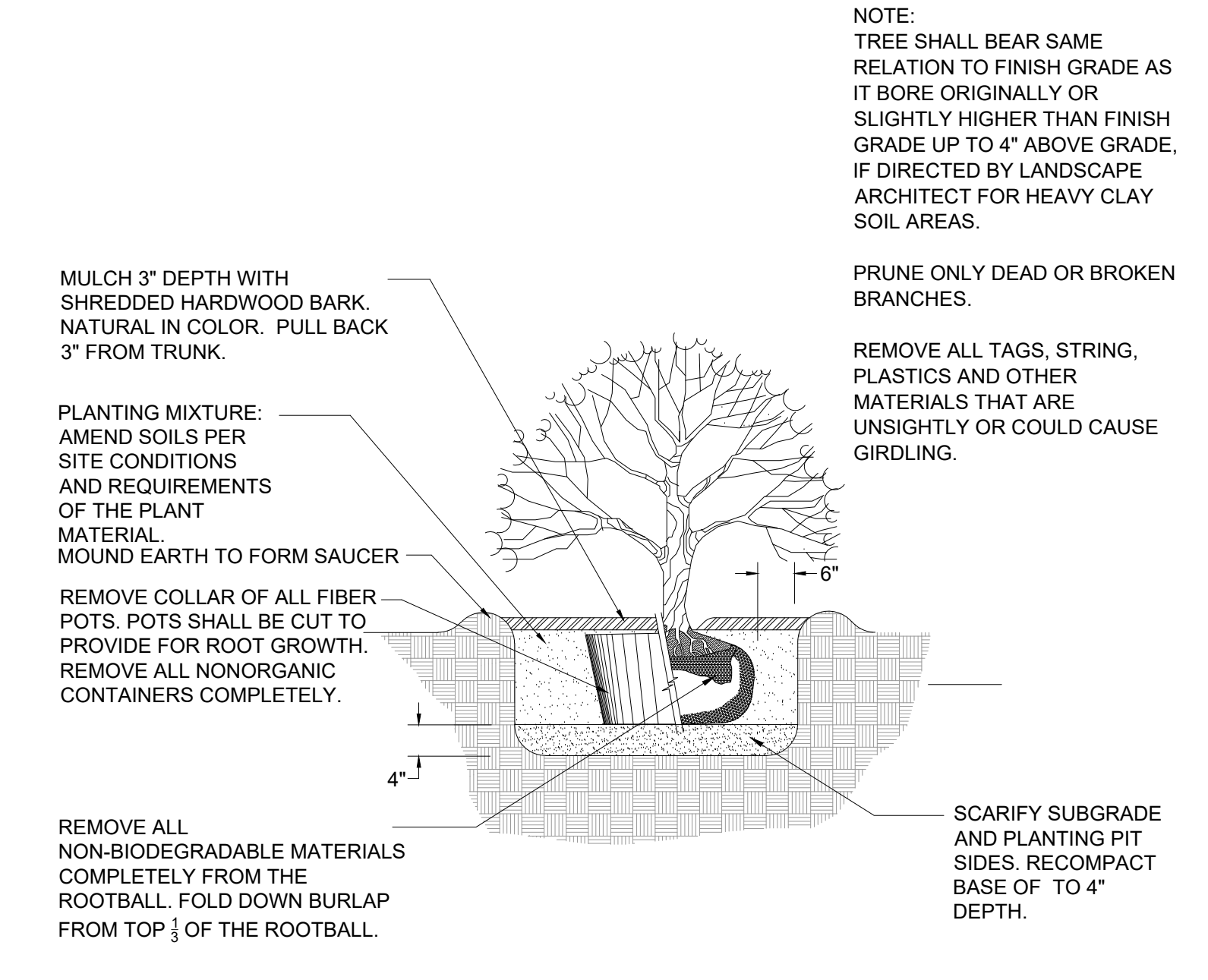
Sheet No. \_\_\_\_\_



**DECIDUOUS TREE PLANTING DETAIL**  
 Not to scale



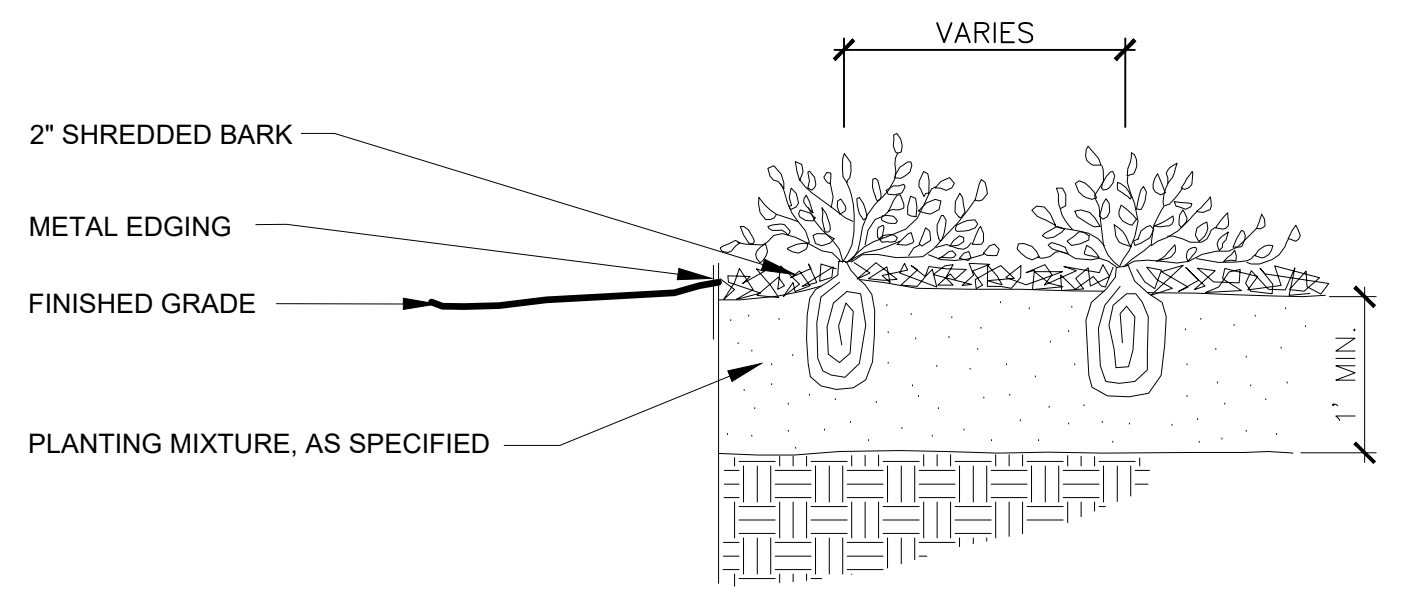
**EVERGREEN TREE PLANTING DETAIL**  
 Not to scale



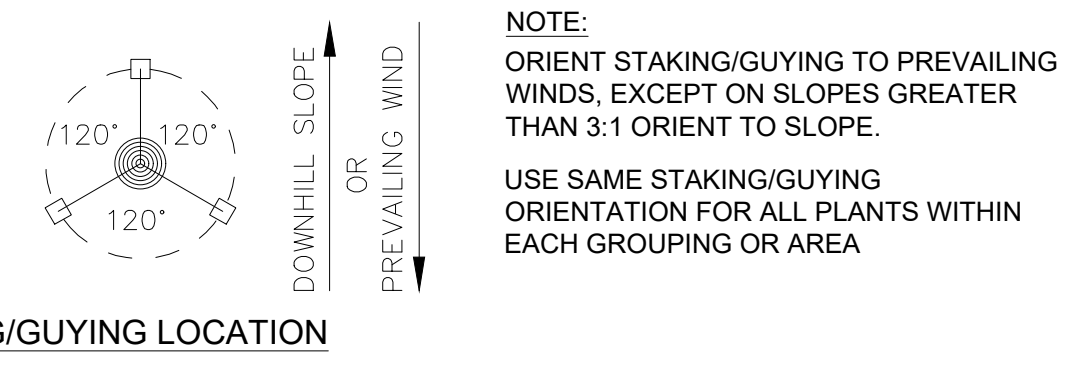
**SHRUB PLANTING DETAIL**  
 NOT TO SCALE

**LANDSCAPE NOTES**

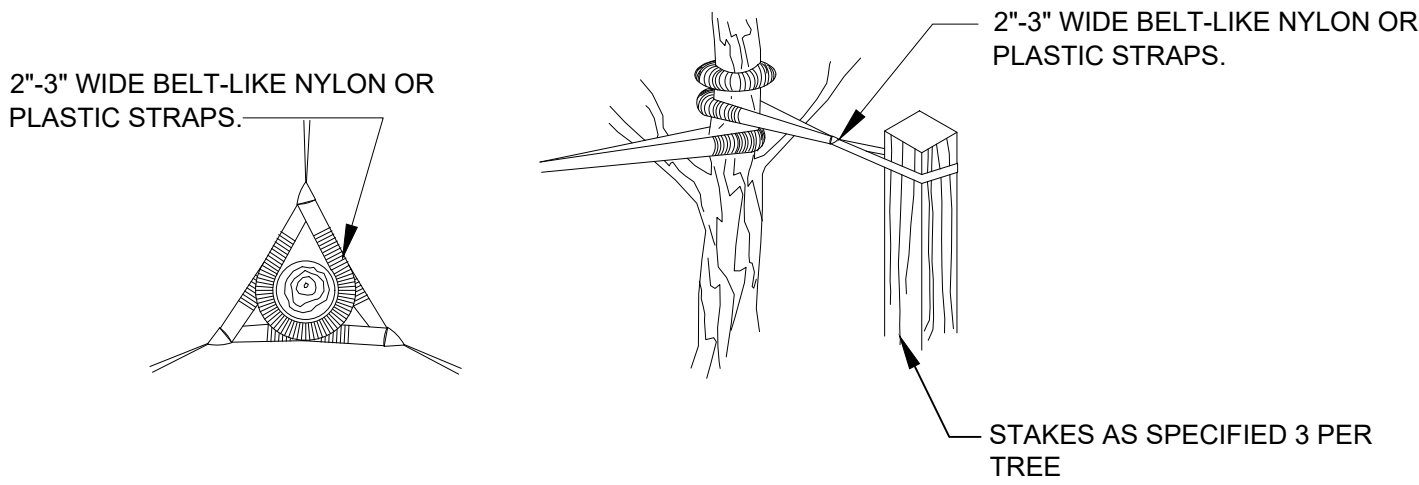
- All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- 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



**STAKING/GUYING LOCATION**

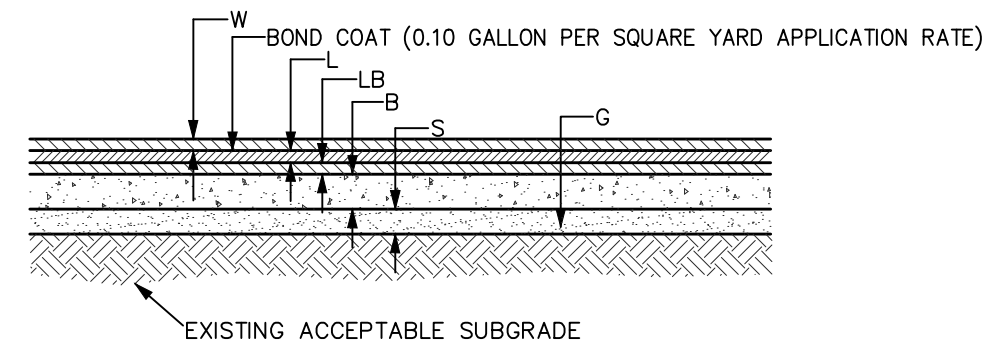


**GUYING DETAIL**

**STAKING DETAIL**

**TREE STAKING DETAIL**  
 Not to scale



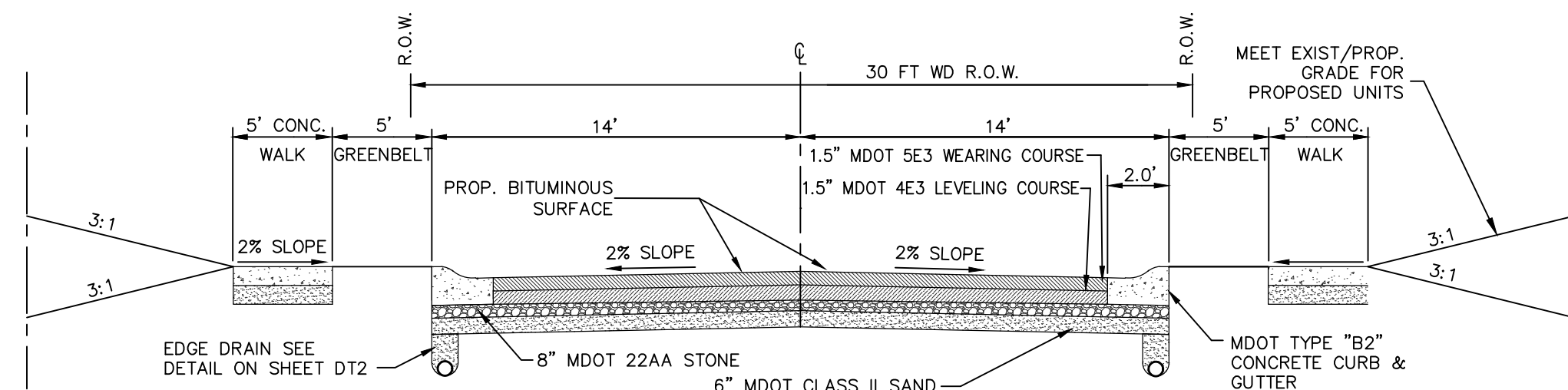


**LAWSON ROAD BITUMINOUS PAVEMENT CROSS SECTION**  
NOT TO SCALE

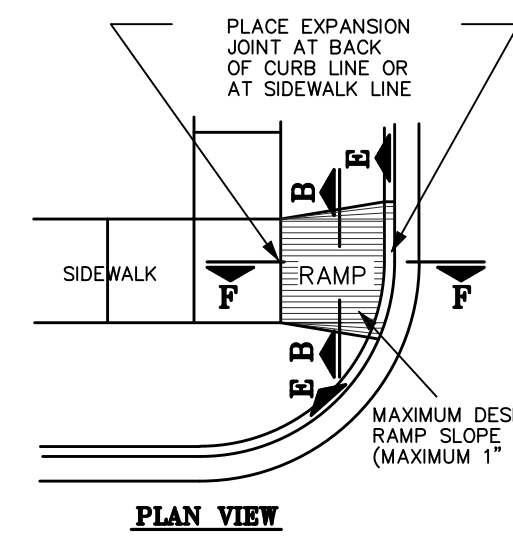
KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
W	WEARING COURSE	MDOT 5E3	1.5"
L	LEVELING COURSE	MDOT 4E3	1.5"
LB	LEVELING BASE COURSE	MDOT 3E3	N/A
B	AGGREGATE BASE	MDOT 22AA	8"
S	GRANULAR SUBBASE	MDOT CLASS II	6"
G	GEOGRID	N/A	N/A

**PAVEMENT NOTES:**

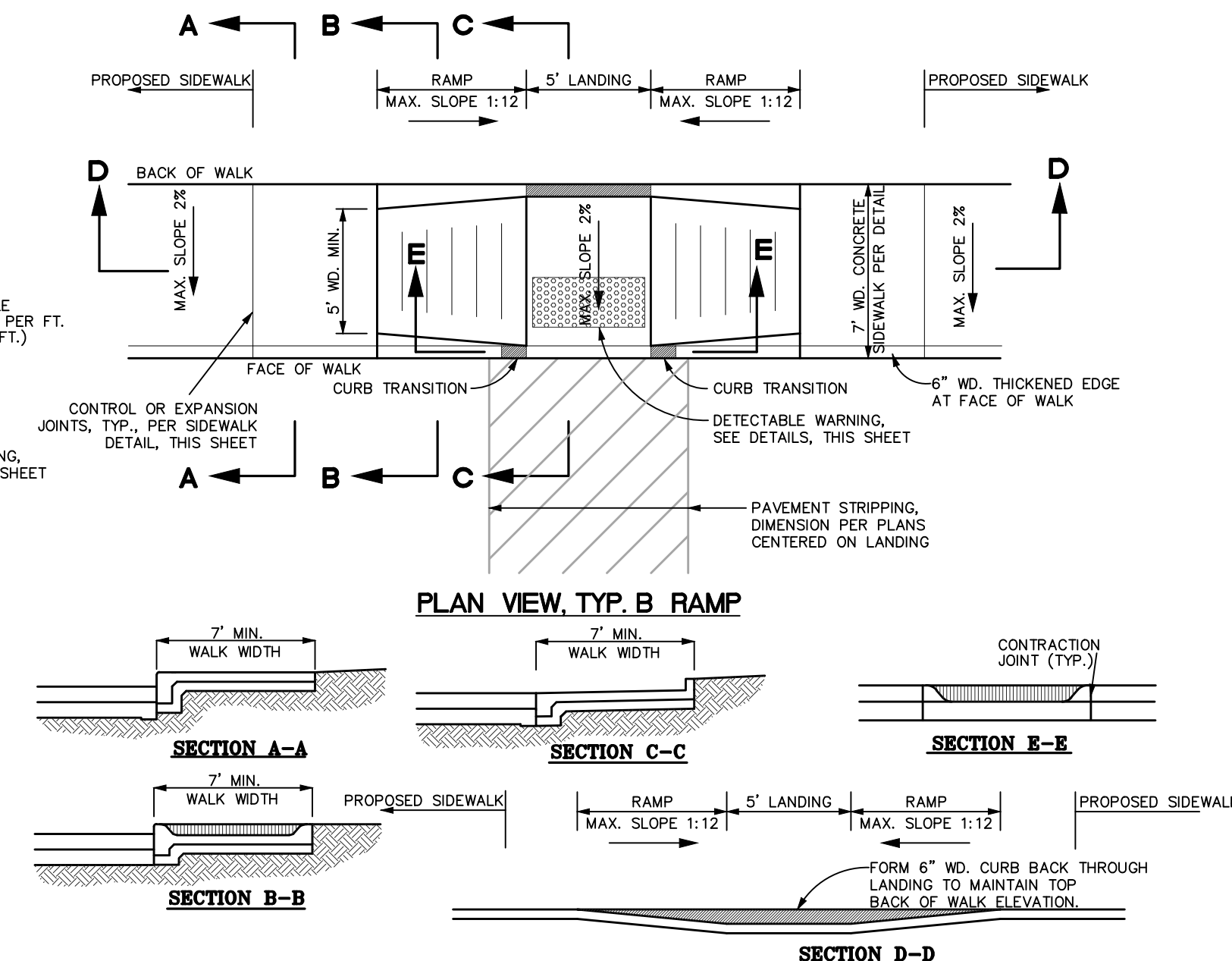
- ABOVE CROSS SECTION APPLICABLE TO PROPOSED PRIVATE PAVEMENT WITHIN PROPOSED LAWSON DR. RIGHT OF WAY.
- THE RECOMMENDED PG BINDER FOR THIS REGION IS PG 64-28 BASED ON MDOTS HMA SELECTION GUIDELINES.
- UNSUITABLE SOILS SUCH AS MUCK, PEAT, MARL, TOPSOIL, SILT OR OTHER UNSTABLE MATERIALS SHALL BE UNDERCUT AND REPLACED WITH COMPACTED SAND SUBBASE.
- AREAS OF FILL SHALL BE CONSTRUCTED TO GRADE USING 6" THICK LIFTS OF COMPACTED SAND SUBBASE.



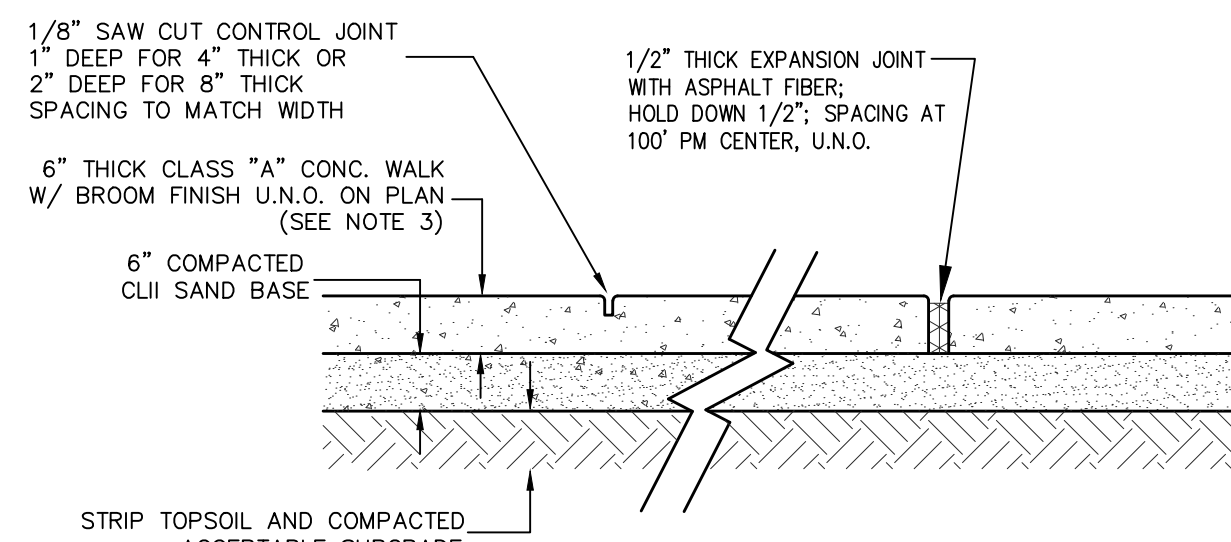
**TYPICAL CROSS SECTION FOR LAWSON DRIVE & SUMMER RIDGE DRIVE PRIVATE ROADS**  
NOT TO SCALE



**PLAN VIEW**

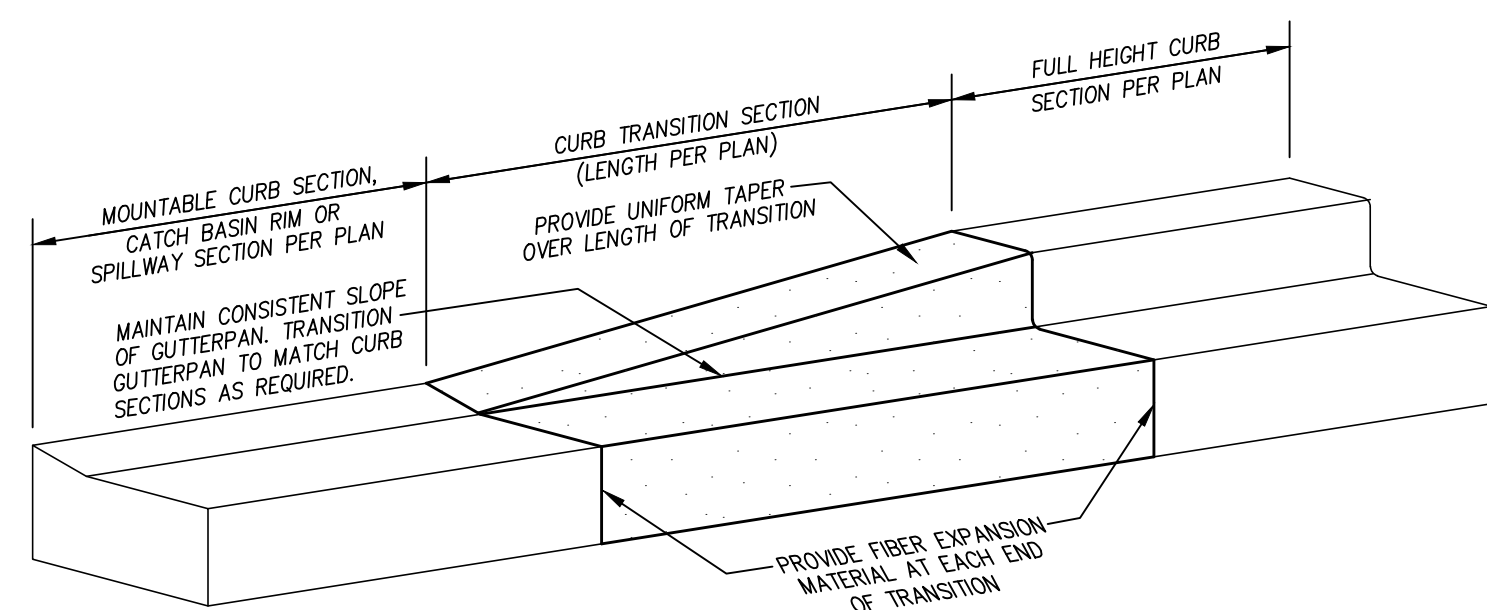


**BARRIER FREE RAMP DETAILS**  
NOT TO SCALE



**SIDEWALK CROSS SECTION**  
NOT TO SCALE

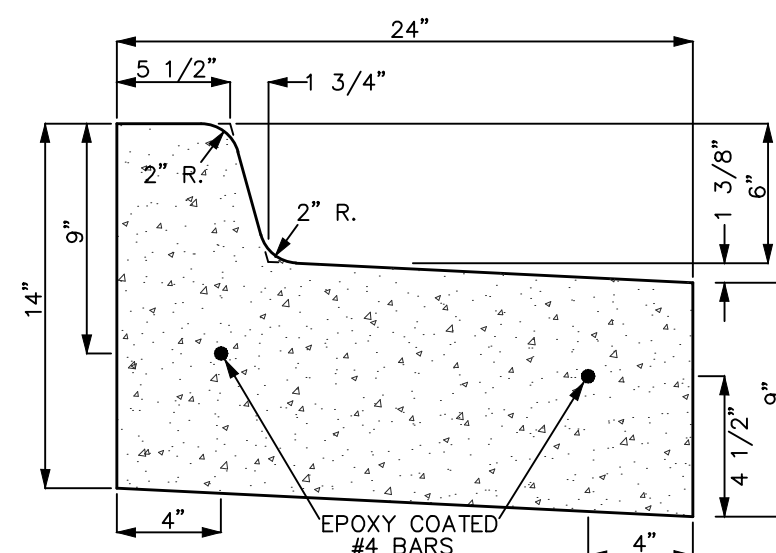
- NOTES:**
- SEE PLAN FOR WIDTH OF SIDEWALK.
  - PROVIDE CONCRETE TYPE PER LOCAL CODE. (3500 PSI AIR ENTRAINED)
  - 6" THICK CLASS "A" CONC. SHALL BE PROVIDED AT ALL DRIVEWAY ACCESS CROSSINGS.



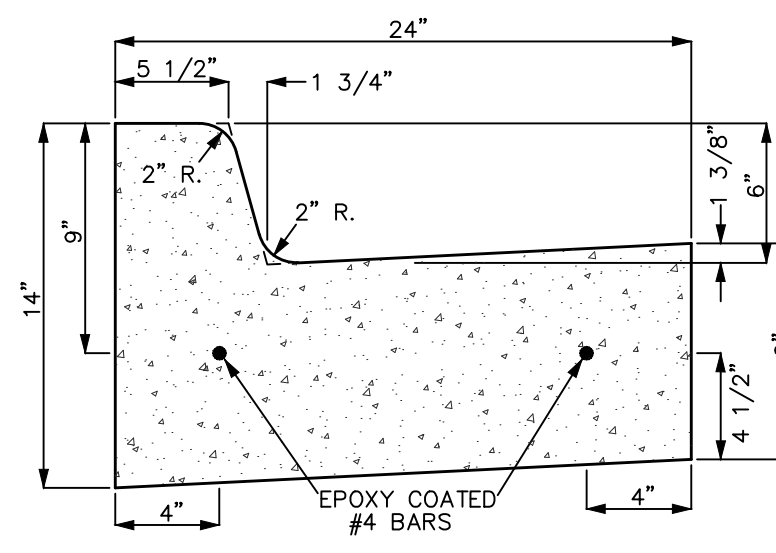
**CURB TRANSITION DETAIL**  
NOT TO SCALE

- 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.

**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 RAMP ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMP SLOPE SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMP SLOPE 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 RAMP WITH A RUNNING SLOPE 4% 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 RADII.

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 RAMP TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMP. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. 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 submittal 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 sheet piling, 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

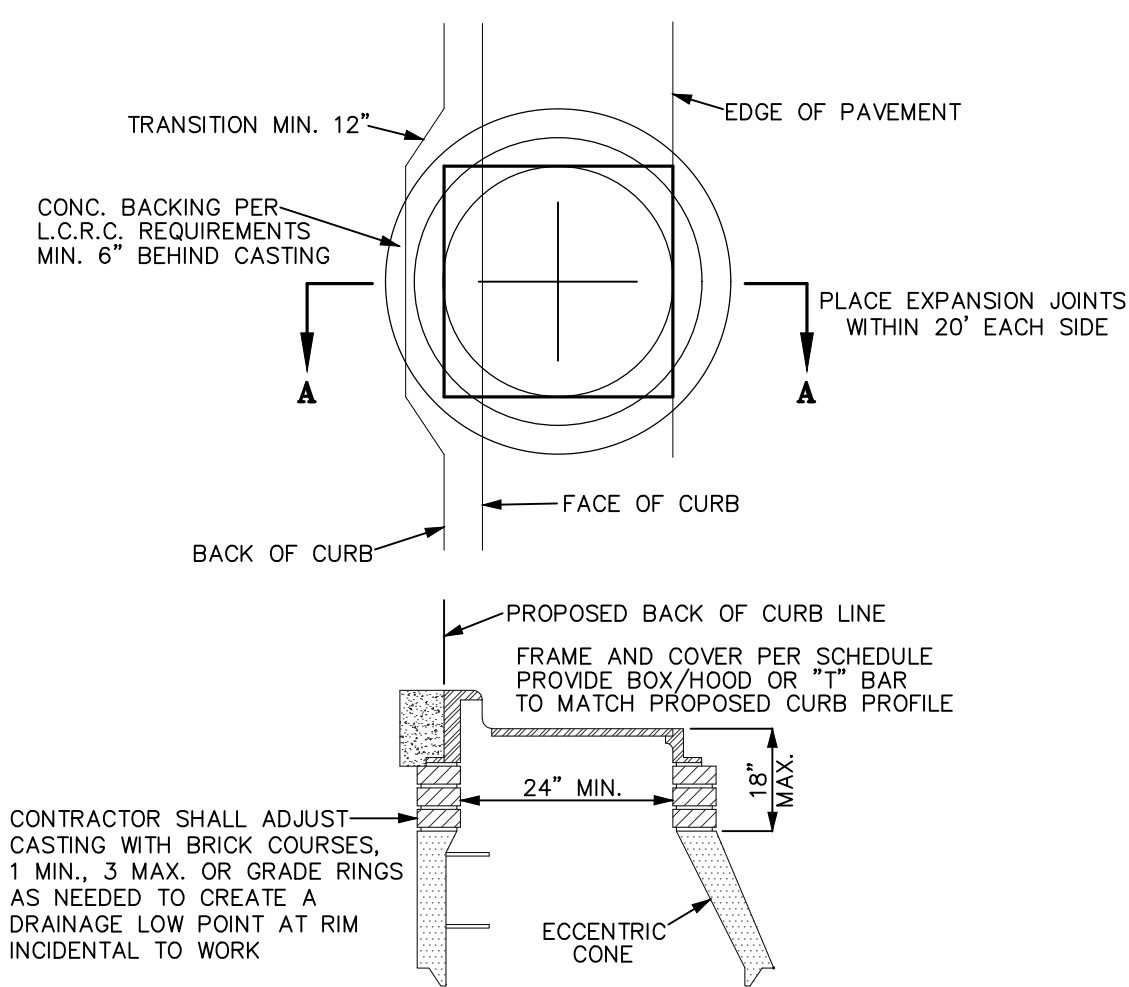
CLIENT: HEALY HOMES AT SUMMERFIELD LLC  
3696 SLEETH RD.  
COMMERCE TOWNSHIP, MI 48382  
(248) 684-1699

SCALE: AS NOTED  
PROJECT No.: 214159  
DWG NAME: 4159 DT  
ISSUED: OCT. 25, 2022

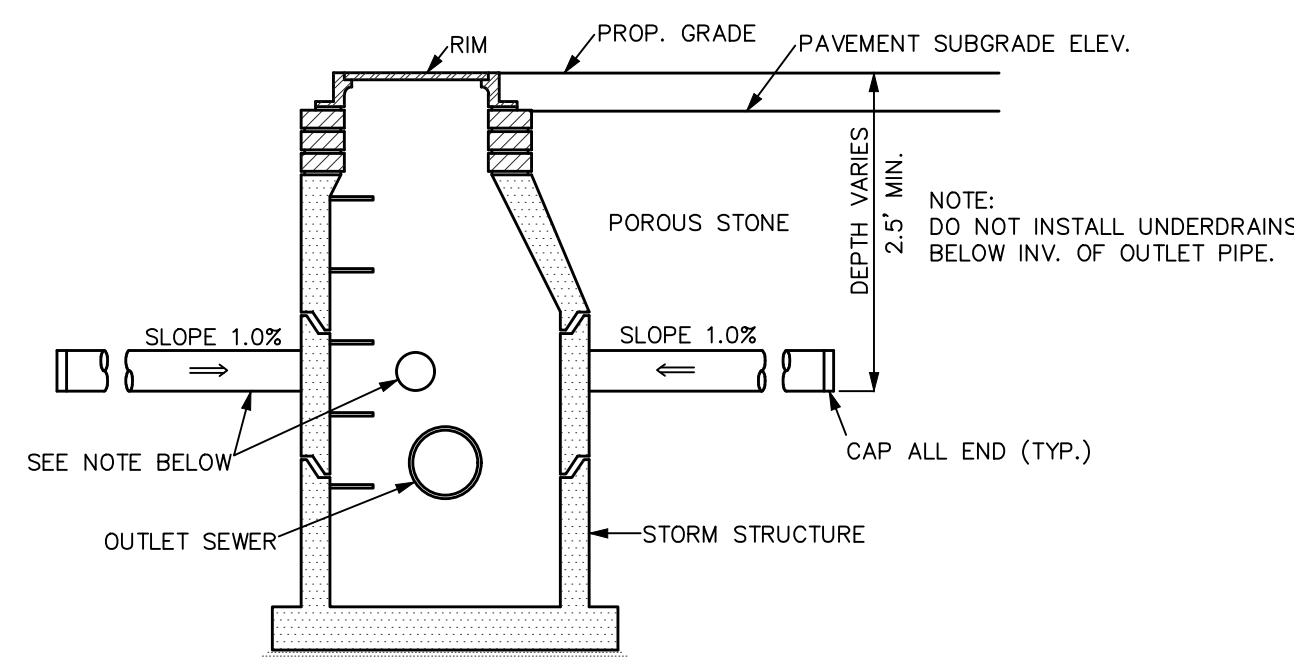
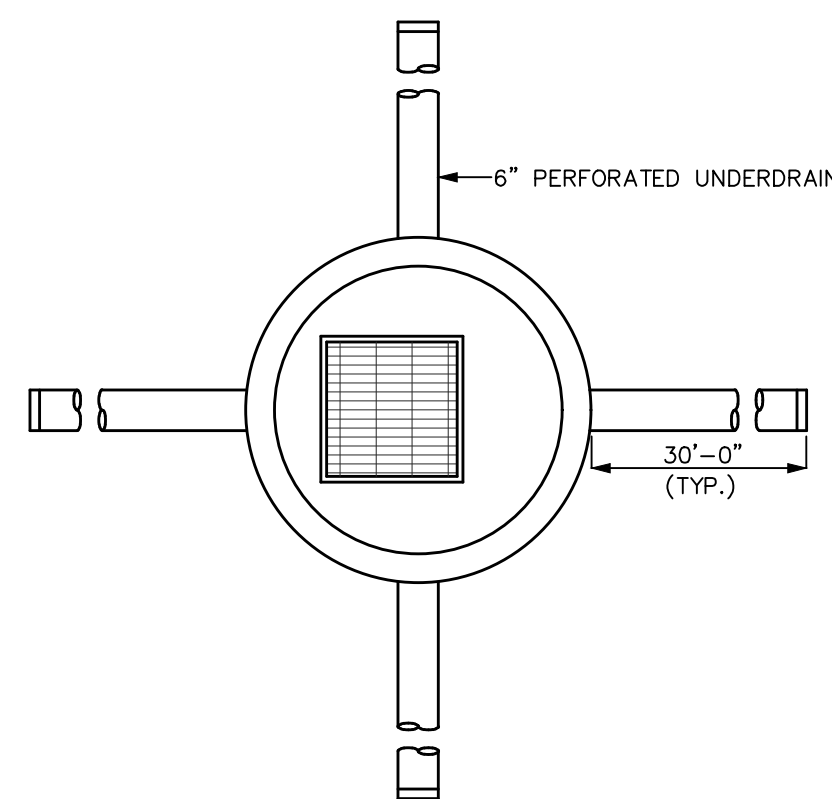
811 Know what's below. Call before you dig.  
3 WORKING DAYS BEFORE YOU DIG  
CALL 811 OR 1-800-482-7171 (TOLL-FREE)  
OR VISIT CALL811.COM

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

**DT1**



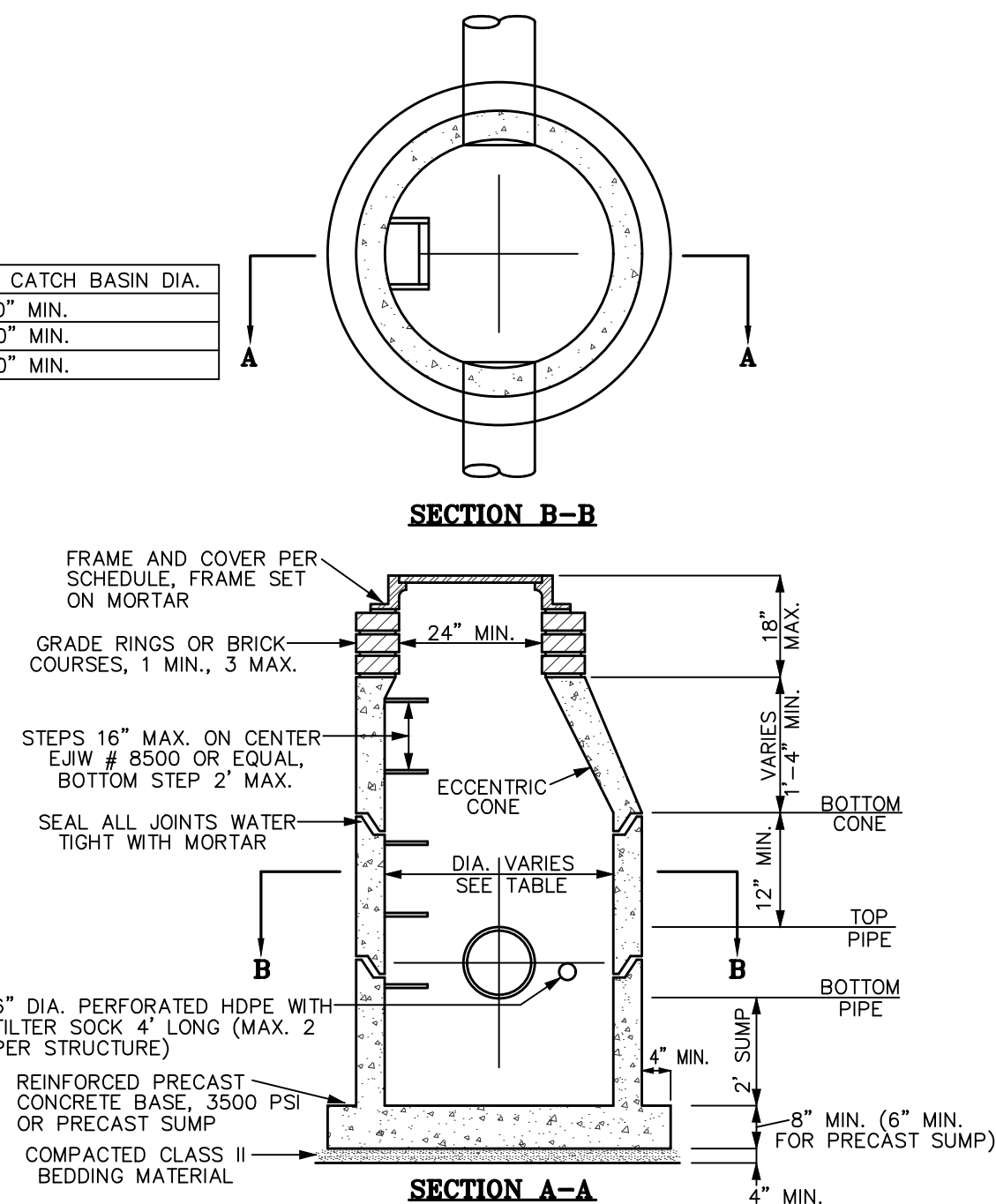
**CURB LINE CASTING DETAIL**  
NOT TO SCALE



**UNDER DRAIN CONNECTION DETAIL**  
NOT TO SCALE

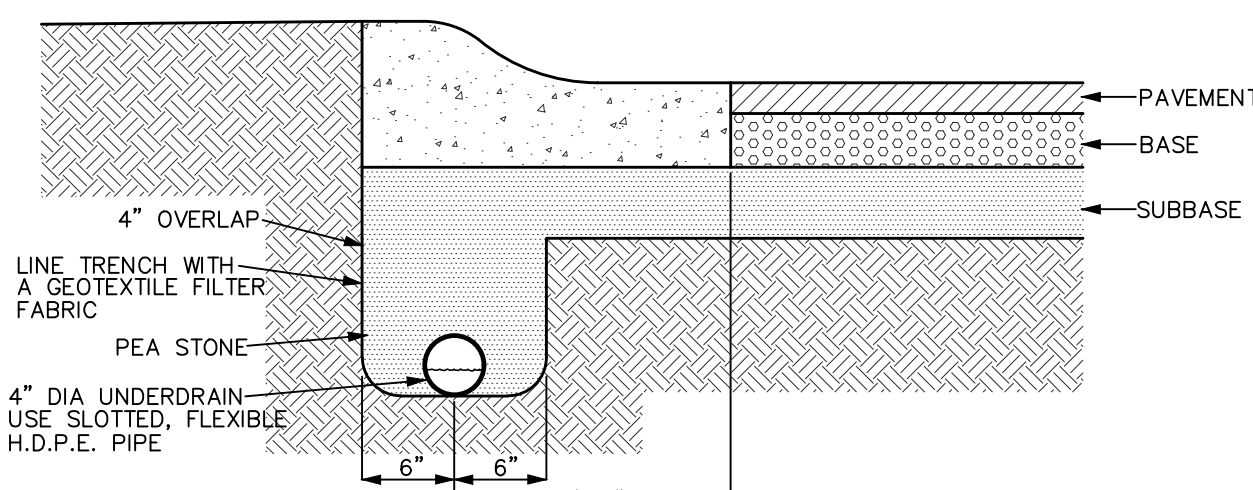
**UNDERDRAIN NOTES:**  
FINGER DRAIN TO BE 6" DIA. PERFORATED PLASTIC PIPE LAID AT 1.0% SLOPE WITH UPSTREAM ENDS PLUGGED. POROUS STONE (PEA STONE) SHALL EXTEND FROM 4" BELOW UNDERDRAIN TO THE UNDERSIDE OF PAVEMENT SUBGRADE FOR THE LENGTH OF THE UNDERDRAIN. PROTECT ALL FROM HEAVY TRAFFIC AFTER INSTALLATION.

PIPE SIZE	MIN. CATCH BASIN DIA.
12"-24"	4'-0" MIN.
24"-36"	5'-0" MIN.
42"-48"	6'-0" MIN.



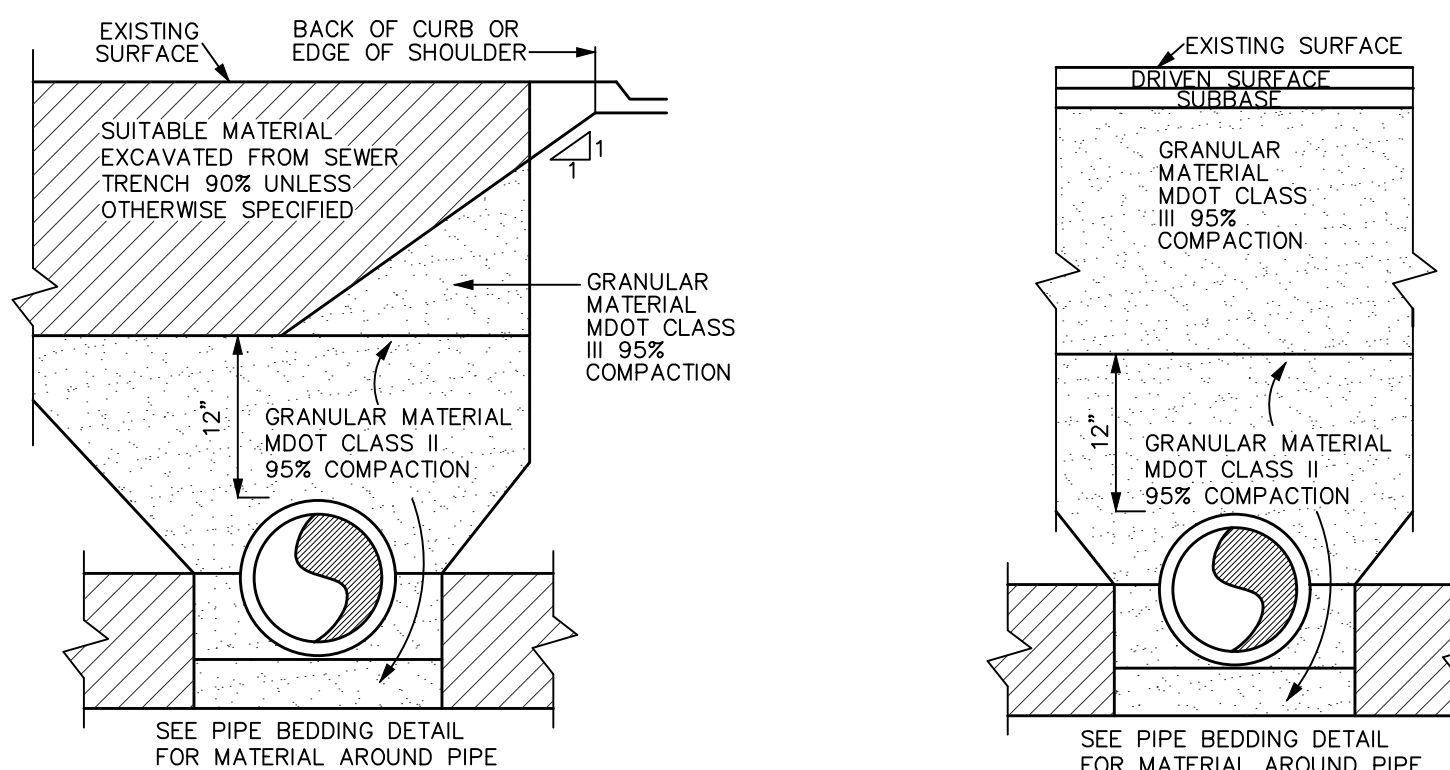
**CATCH BASIN**  
NOT TO SCALE

- 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.



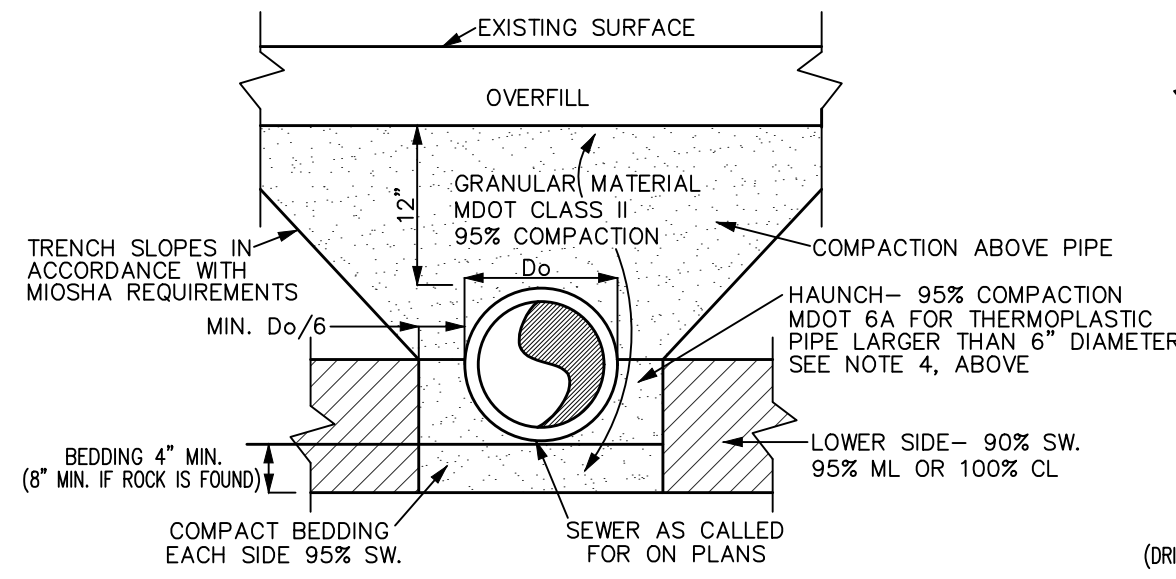
**UNDERDRAIN DETAIL**  
NOT TO SCALE

**NOTE:**  
CONNECT DOWN STREAM PIPE END TO CATCH BASIN, AND PLUG UP STREAM PIPE END WITH PLASTIC CAP.

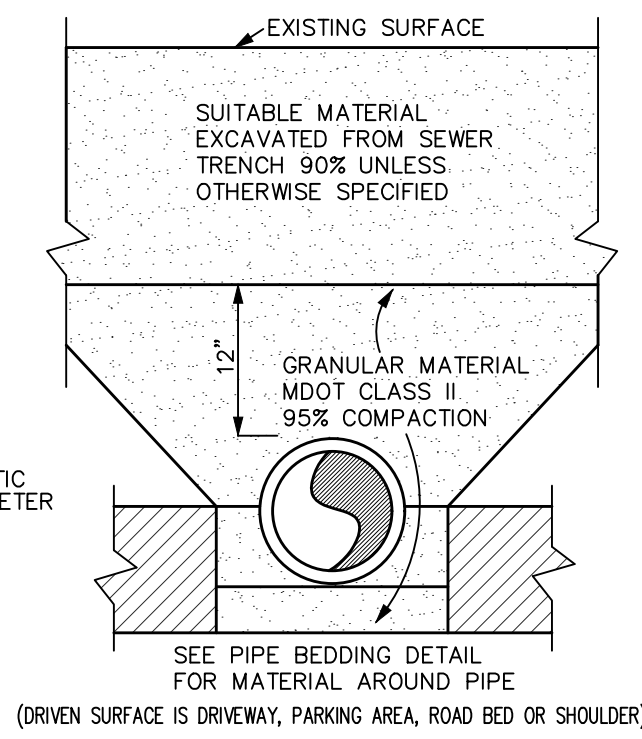


**TRENCH A - PIPE UNDER OR WITHIN INFLUENCE OF DRIVEN SURFACE**  
NOT TO SCALE

- 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.

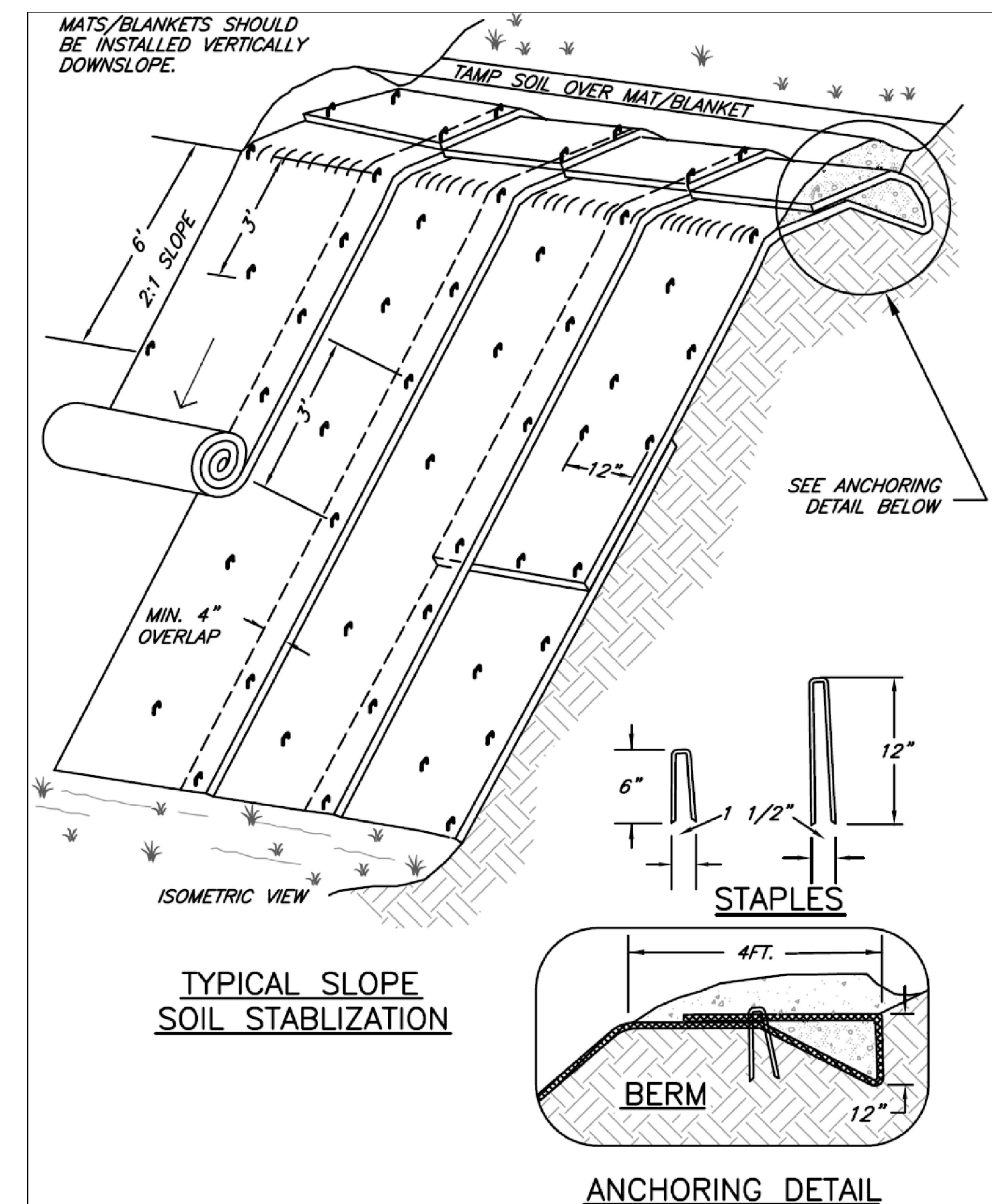


**PIPE BEDDING DETAIL**  
NOT TO SCALE



**TRENCH B - PIPE NOT UNDER DRIVEN SURFACES**  
NOT TO SCALE

**TRENCH DETAILS**  
NOT TO SCALE



**TYPICAL SLOPE SOIL STABILIZATION**

**ANCHORING DETAIL**

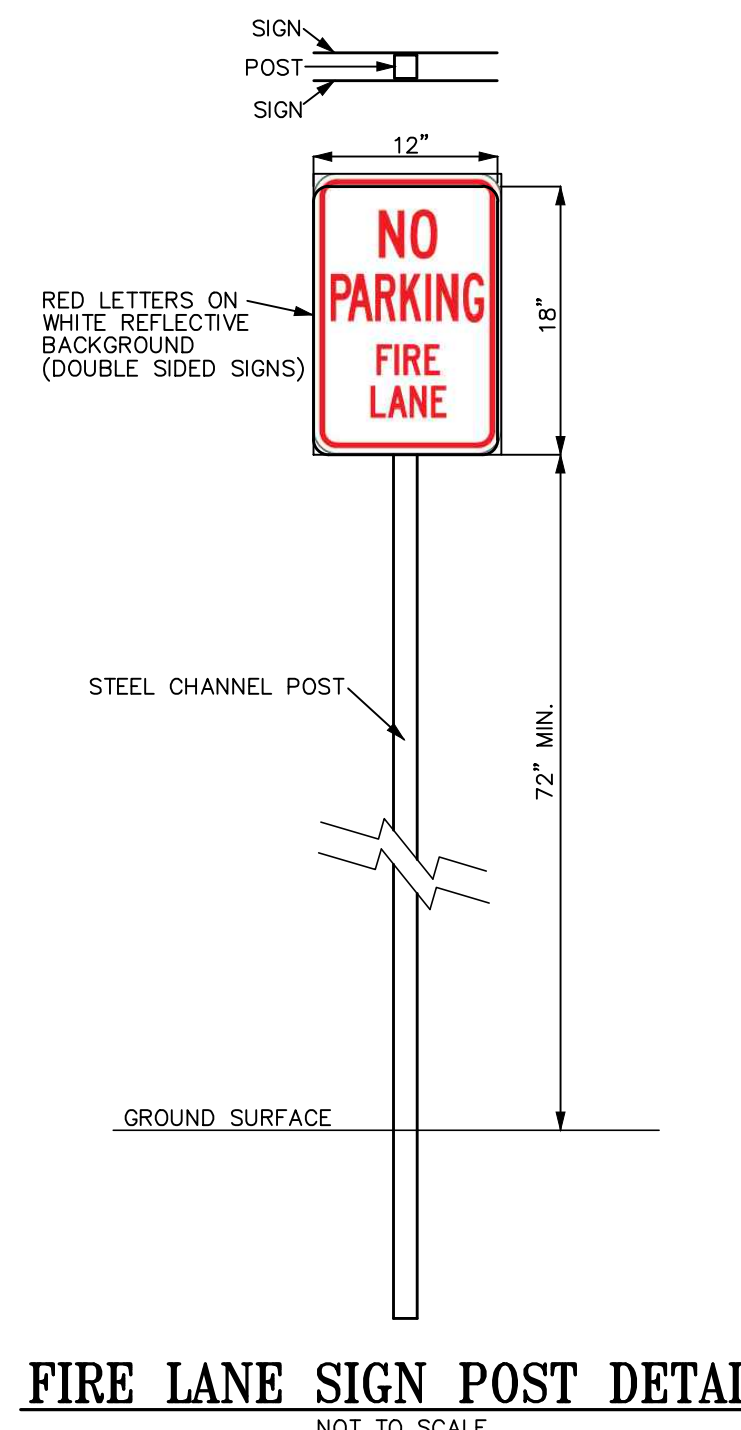
**SOIL STABILIZATION NOTES:**

- 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						

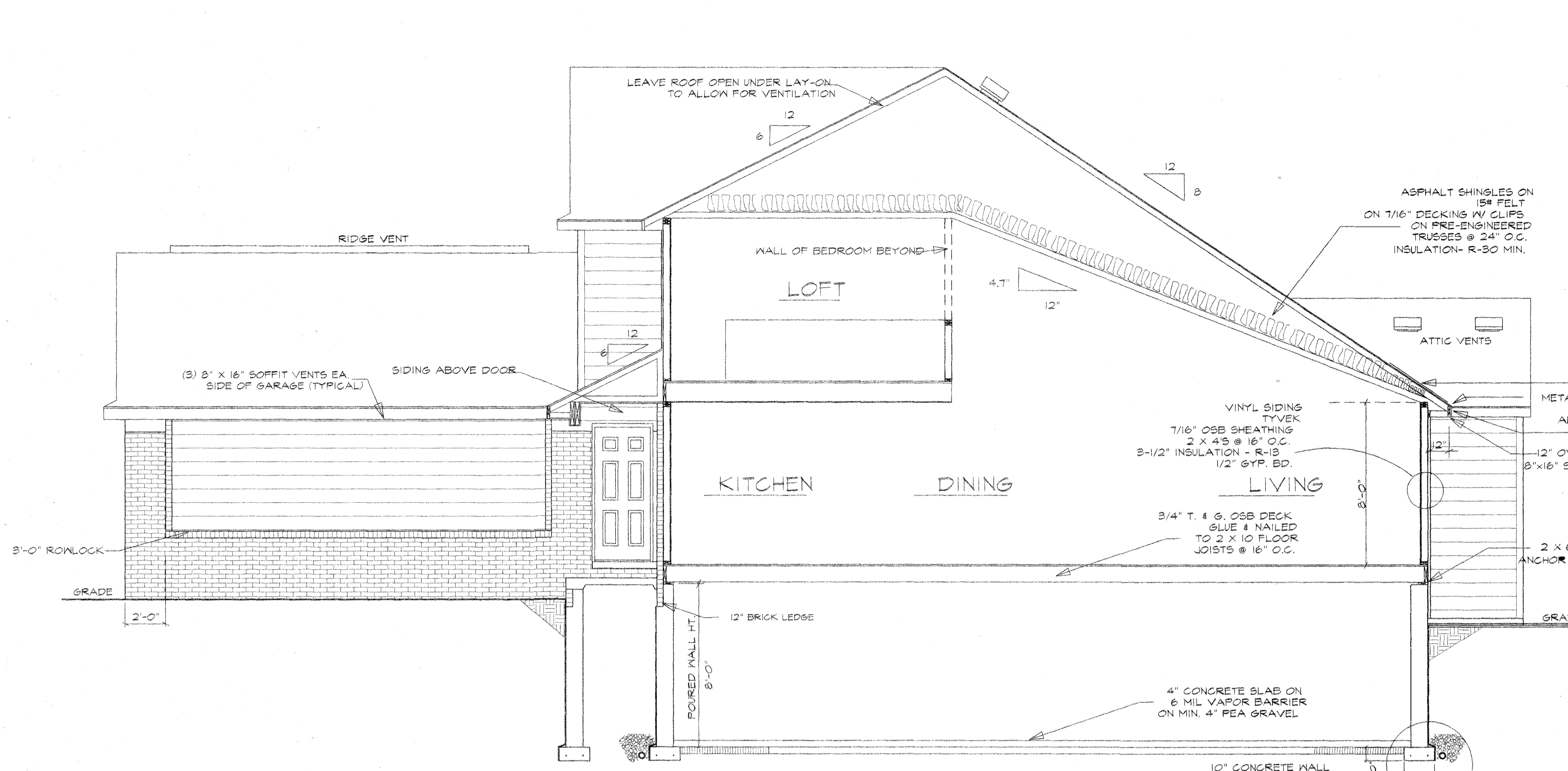
SUMMERFIELD  
POINTE ESTATES

SOIL STABILIZATION, SIGNAGE  
AND STORM SEWER  
NOTES & DETAILS

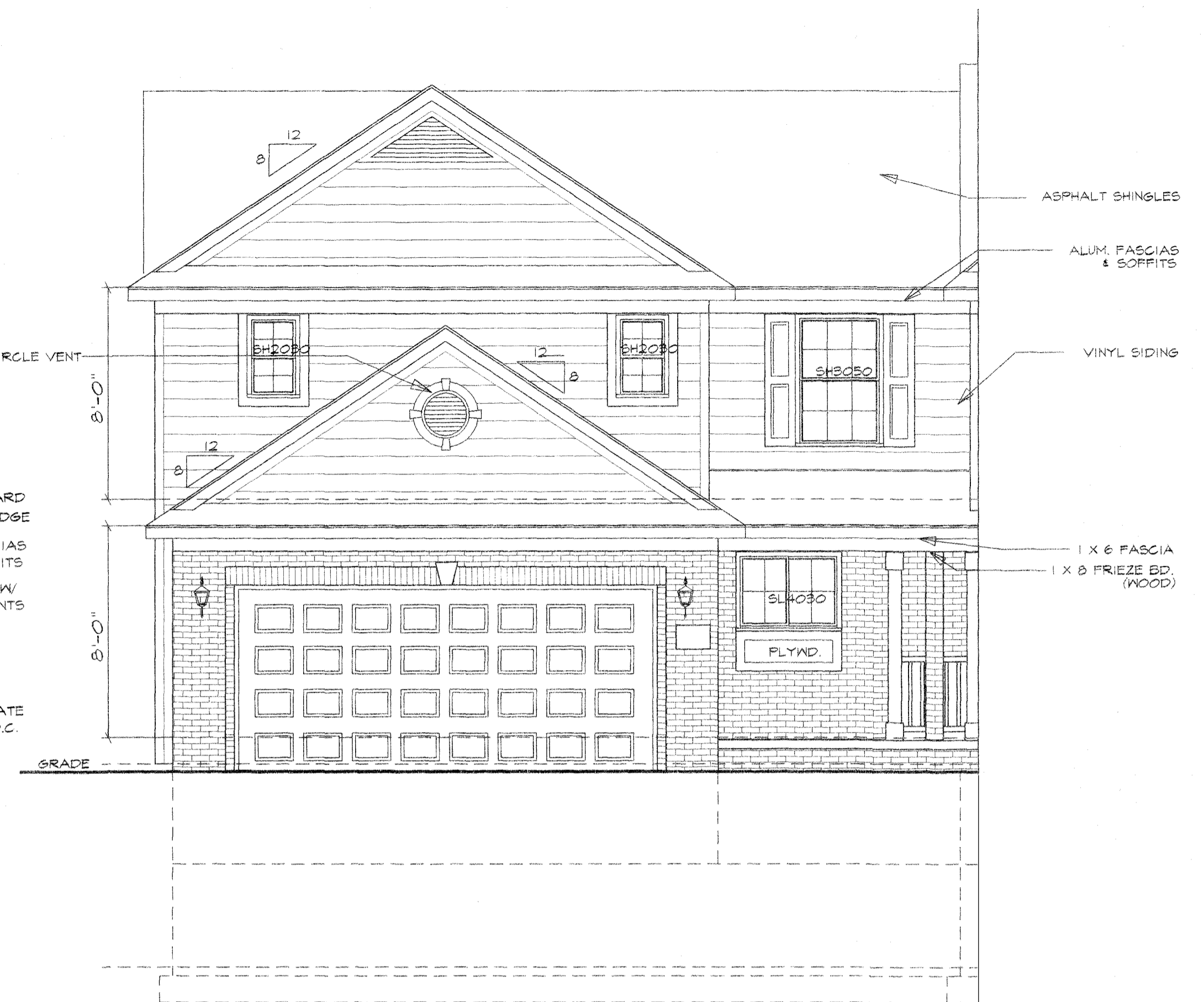
CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MI 48382 (248) 684-1699	SCALE: AS NOTED PROJECT No.: 214159 DWG NAME: 4159 DT ISSUED: OCT. 25, 2022
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**DT2**

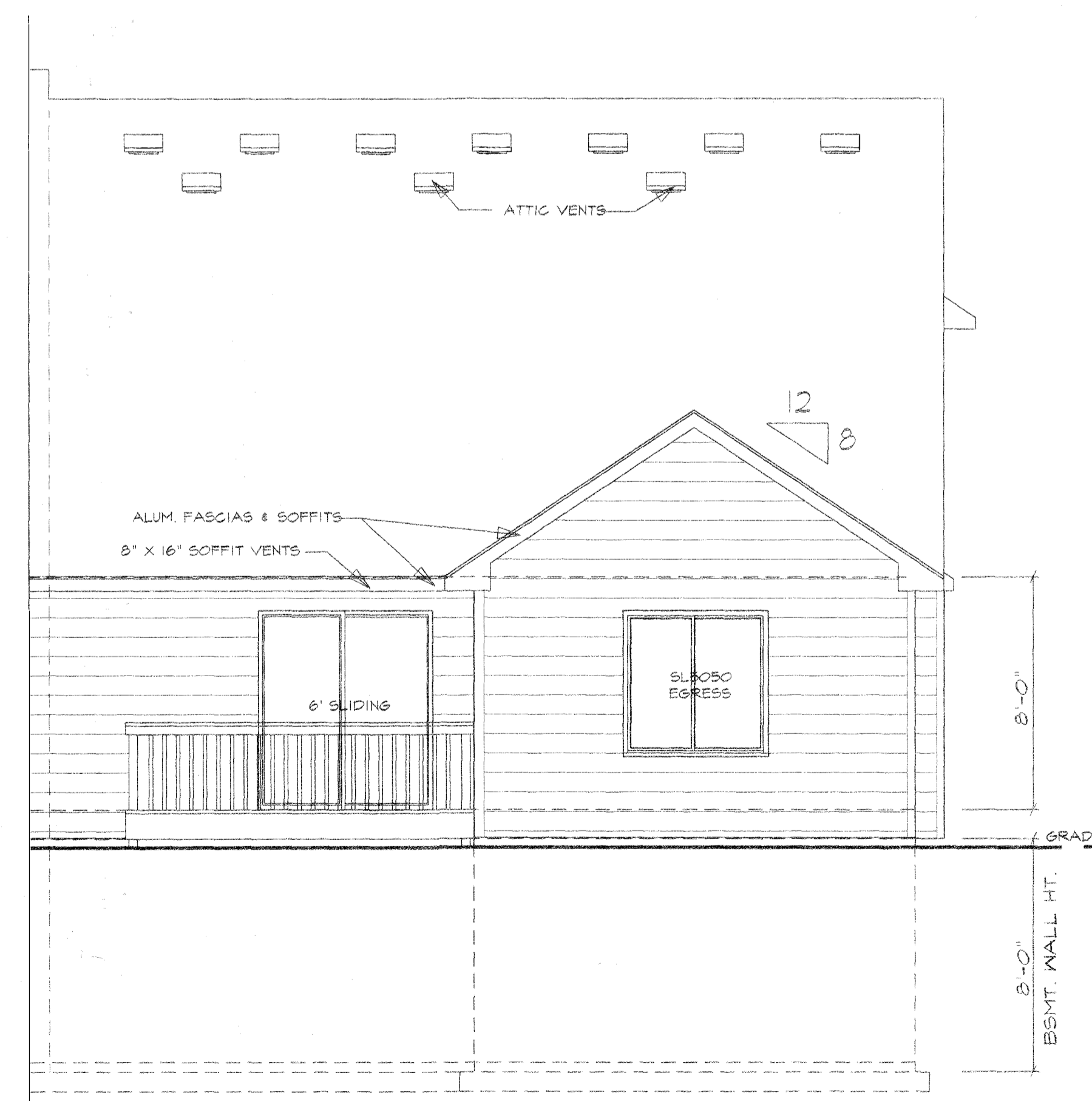




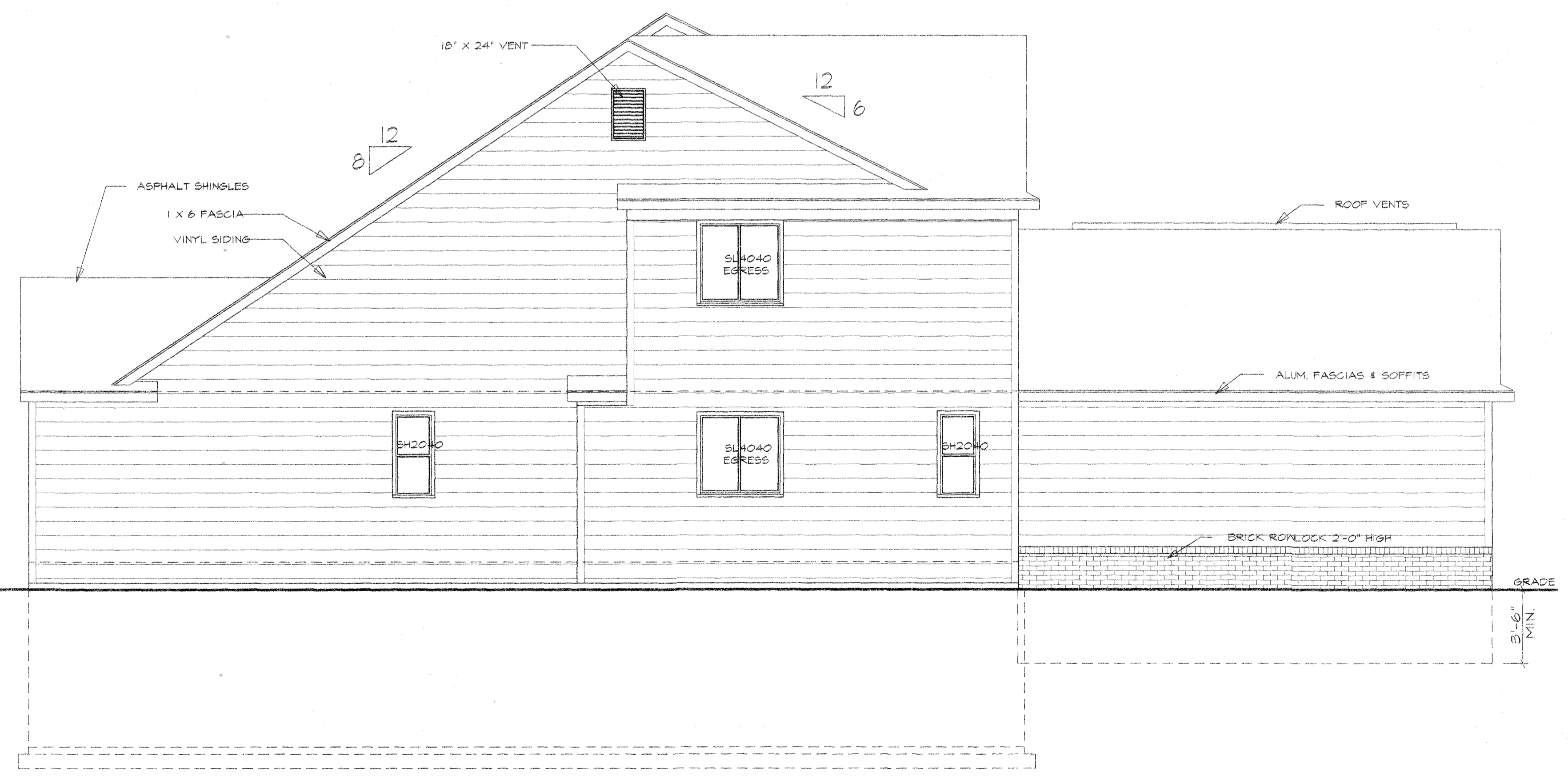
1 Building Section Unit #13  
A4.0 SCALE: 1/4" = 1'-0"



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"

**Healy Homes**  
At Summerfield L.L.C. Fax 248-685-3327

3646 Sixth Road, 48382  
Farmington Hills, MI 48334-1691  
Office 248-685-3327  
Home 248-685-3327

ALVIN ENGINEERING  
KEVIN TU PHD P.E.  
CONSULTING ENGINEERS - STRUCTURAL  
23045 BRISTOL COURT  
BINGHAM PARKS, MI 48325-4703  
TEL: (248) 951-4485

PERMIT # CONSTRUCTION 1551E DCA 9/11/04  
NO. BY DATE

SHEET # A5.0. ELEVATIONS, BUILDING SECTION  
BUILDING #4, UNIT #13, BARRINGTON 15 STORY  
HEALY HOMES AT  
SUMMERFIELD POINTE  
LANSON DR., GENOA TOWNSHIP, MICHIGAN

ARCHITECTURAL - ENGINEERING  
SERVICES, P.C.  
34341 BRITTANY  
FARMINGTON HILLS, MICHIGAN 48335  
DONALD C. ALLES, AIA

PHONE: (248) 477-1110

PROJECT NO.  
2004-04

SHEET NO.  
A5.0

NOTE:  
THESE PLANS ARE DRAWN FOR  
BUILDING #4, UNIT #13, 14, 15 & 16 ONLY.

**HealyHomes**  
 At Summerfield L.L.C.  
 3646 Sleeth Road  
 Commerce Twp, MI 48892  
 Office 248-684-1699  
 Fax 248-685-9321

NO.	REVISION	BY	DATE
1	PERMIT & CONSTRUCTION ISSUE	DCA	8/17/04

K. YU ENGINEERING  
 CONSULTING ENGINEER, STRUCTURAL  
 23045 BIRISTOL COURT  
 BINGHAM FARMS, MI 48025-4703  
 TEL: (248) 951-4485

SHEET # A3.0, EXTERIOR ELEVATIONS  
 BUILDING #4, UNIT #13, 14, 15 & 16  
**HEALY HOMES AT**  
**SUMMERFIELD POINTE**  
 LAWSON DR., GENOA TOWNSHIP, MICHIGAN

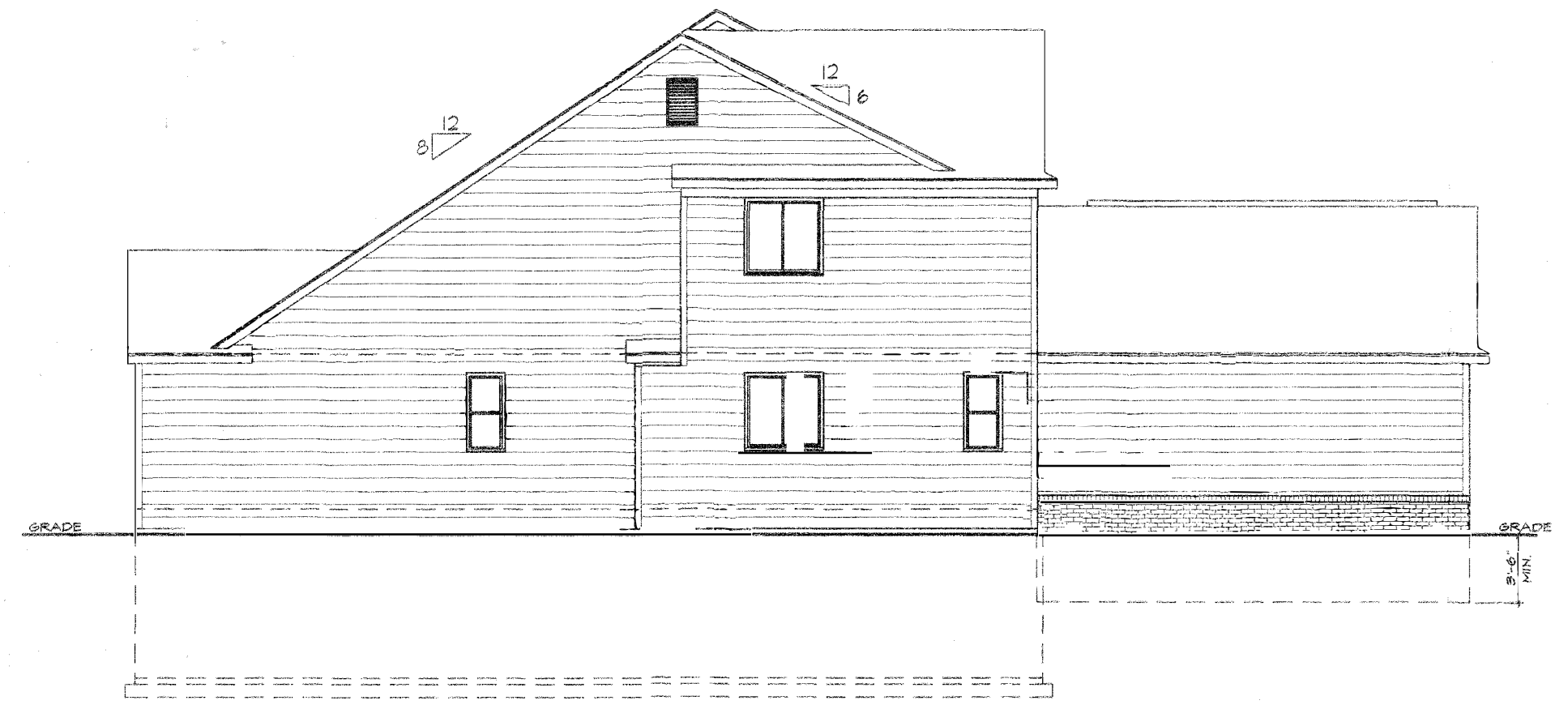
DRAWN	TRACED	CHECKED	APPROVED
DATE	8/11/03	PHONE: (248) 477-1110	

**ARCHITECTURAL - ENGINEERING SERVICES, P.C.**  
 34341 BRITTANY  
 FARMINGTON HILLS, MICHIGAN 48335  
 DONALD C. ALLES, AIA

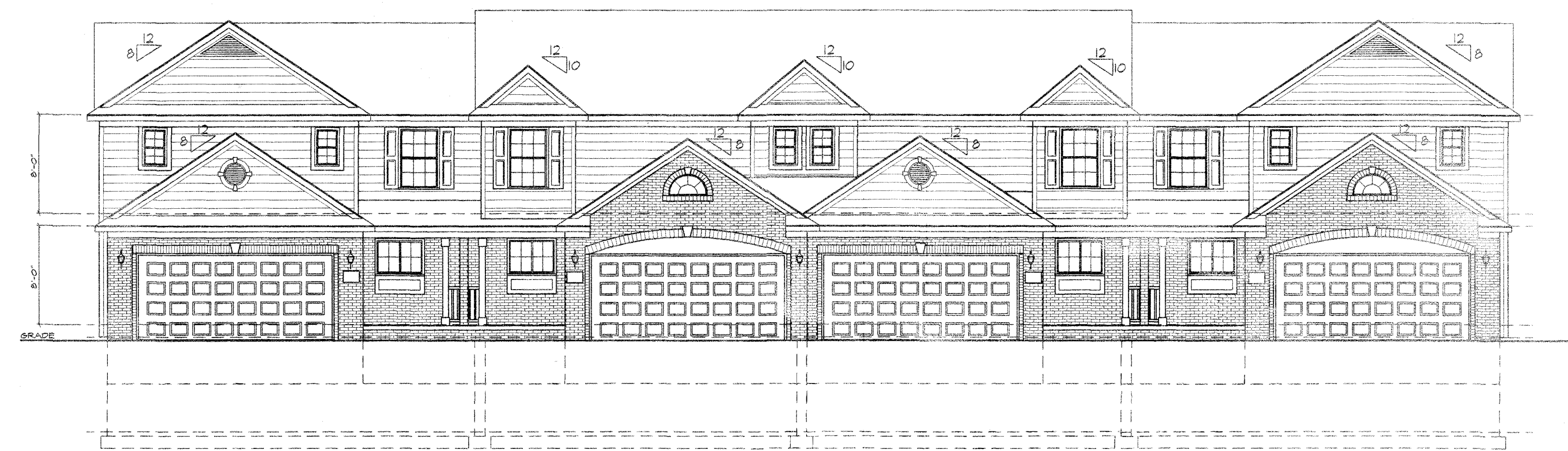
PROJECT NO.  
 2004-04

SHEET NO.  
 A3.0

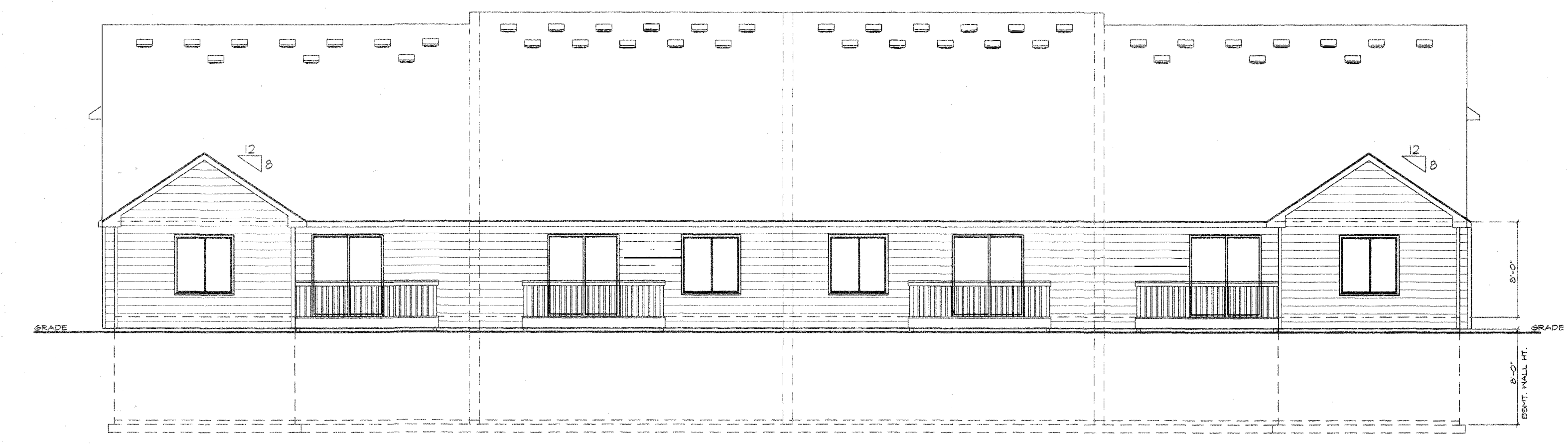
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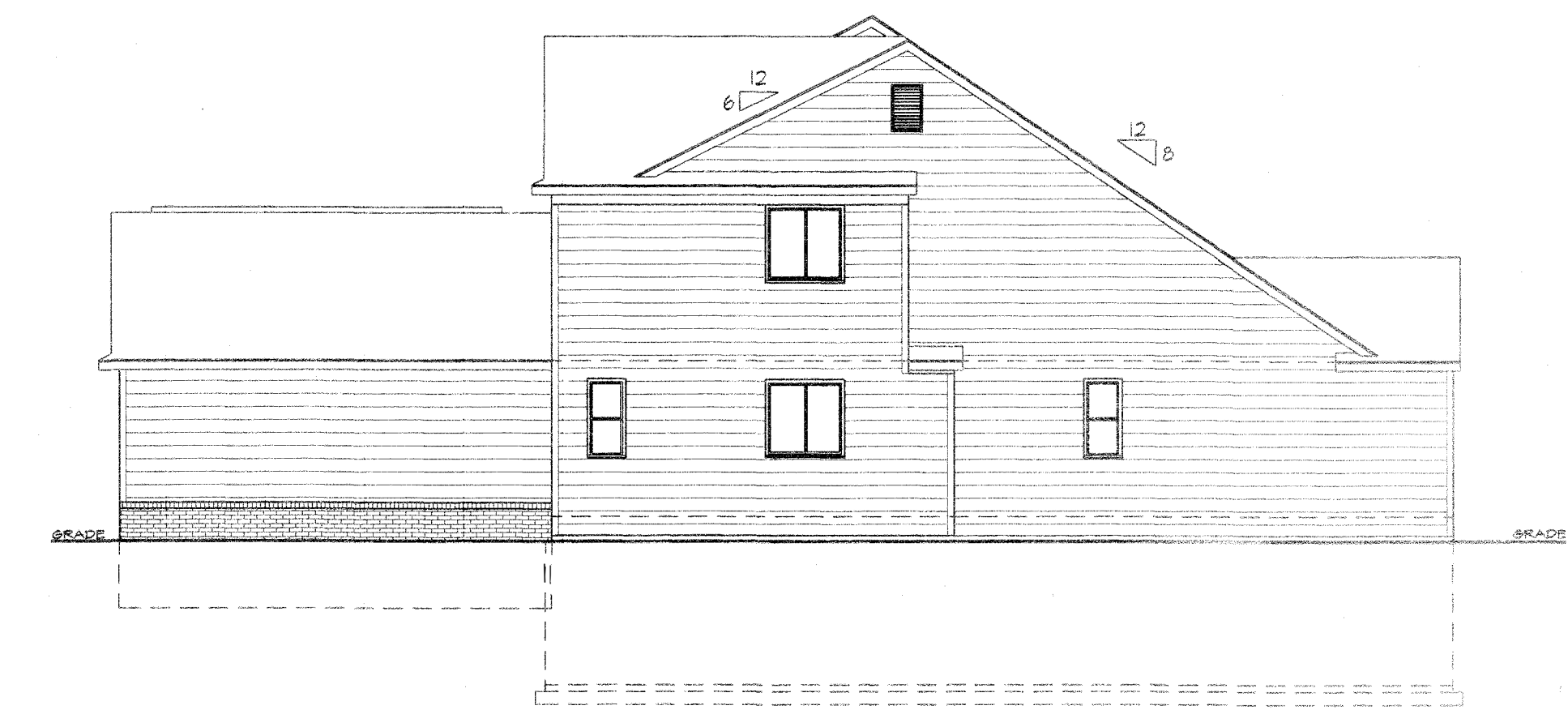
Left Elevation Building #4  
 SCALE: 1/8" = 1'-0"



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 #13, 14, 15 & 16 ONLY.



THE COMMUNITY & LOCATION MAP



  
SUMMERFIELD  
— POINTE —

PRESENTED BY

**Healy Homes** 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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MORSEY, JULY 23, 2018

# 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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FRIDAY, OCTOBER 25, 2018



# 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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MONDAY, JULY 23, 2018



# ASBURY HILL

## ESTATES

### The Hudson

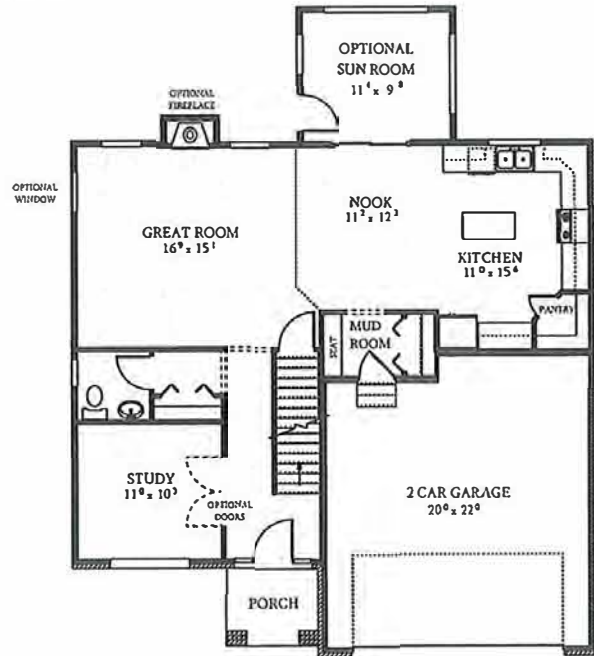
2240 SQ. FT. (80 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



ELEVATION - D



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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# ASBURY HILL

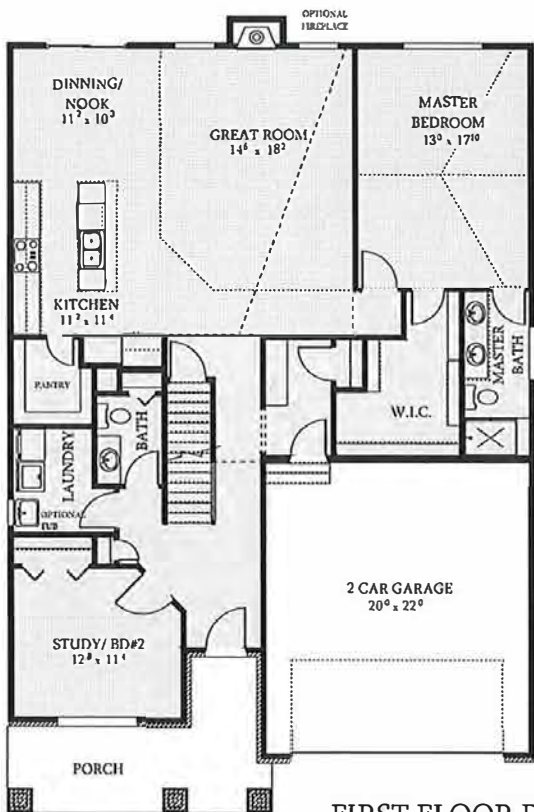
## ESTATES

### *The Applewood*

2261 SQ. FT.



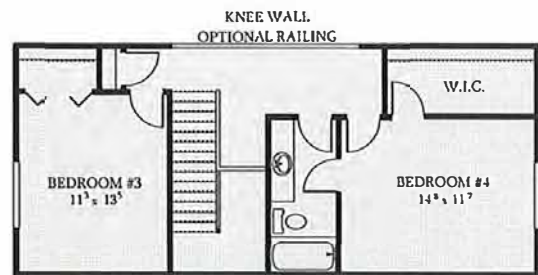
ELEVATION - B



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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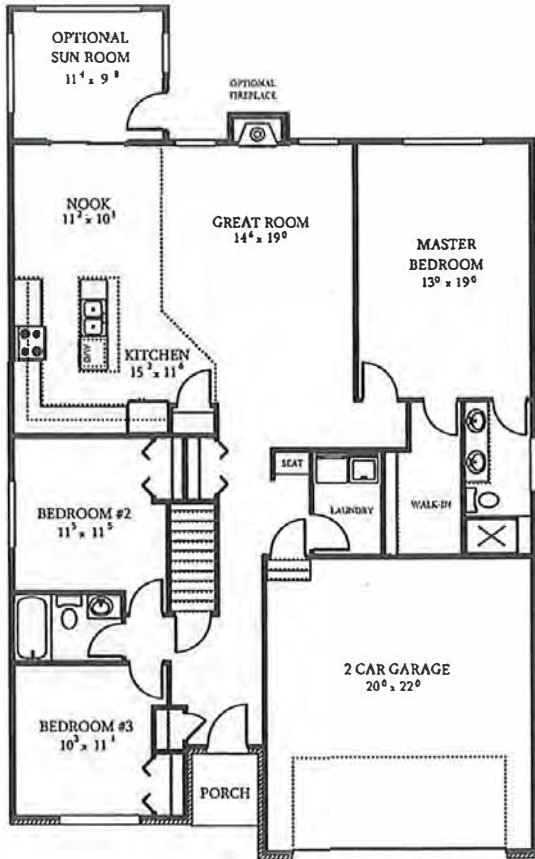
ASBURY HILL  
ESTATES

*The Cherrywood*

1605 SQ. FT. (120 SQ. FT. SUNROOM)



ELEVATION - D



FLOOR PLAN

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MONREY, JULY 25, 2018



**MASTER DEED  
SUMMERFIELD POINTE ESTATES**

This Master Deed is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2023, 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:

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) 132.62 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) S87°51'55"W (recorded as N88°42'19"W) 144.66 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.

And

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*) 144.66 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 227.42 feet*); thence S67°21'52"W 79.51 feet (*recorded as S70°51'31"W 80.28 feet*); thence S79°55'57"W (*recorded as S83°20'15"W*) 95.00 feet; thence S03°24'18"E (*recorded as S00°00'00"W*) 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 S75°00'30"E 34.93 feet*); thence S12°42'26"E 416.34 feet (*recorded as S09°16'02"E 416.23 feet*); thence Southeasterly 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 S03°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 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

### ARTICLE III DEFINITIONS

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(9) 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 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 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. In the event that the road connecting Summerfield Pointe Estates and the neighboring property known as Summerfield Pointe via Aster Boulevard is installed, the co-owners of Units in in the neighboring Summerfield Pointe shall have the right to utilize the future roads to be located in Summerfield Pointe Estates. 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**

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.

(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 are General Common Elements. The sidewalks, if any, along any public road adjoining the Project are also General Common Elements (but only to the extent that they are within the Project boundaries and not otherwise dedicated to the Township).

(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 shall 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 homes and lawn areas within Units. Planting beds, if any shall be installed and maintain 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 located on such Co-Owner's Unit, including maintenance repair and replacement as their individual cost and expense.
- (vi) The Association shall not be responsible for maintenance, repair or replacement of and decks or patios or others 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; provided, however, the Association shall be responsible for irrigation of the Common Elements as set forth in Section 1(j) above.
- (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.

(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 Pointe. 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 Pointe 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 of the Co-owner's interest therein, if any, and Developer makes no warranty whatsoever 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 102 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.

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%.

Staff questions the need for Article VI - Expansion of Condominium and recommends removal of this section.

## ARTICLE VI EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. In the event that any land is removed pursuant to Article VII below, the removed land is an "Area of Future Development" which may be re-incorporated pursuant to this Article 10. Any such re-incorporation or re-expansion shall be undertaken as provided under this Article 10. The Project established pursuant to the initial Master Deed consists of One Hundred and Two (102) Units. The maximum number of Units permitted in this Condominium is One Hundred and Two (102) Units in the Project.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the Area of Future Development and the establishment of Units thereon, subject to approval by the Charter Township of Genoa. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the City, but all such improvements shall be reasonably compatible with the existing Units in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the Area of Future Development that is not restricted

exclusive to residential use. Developer reserves the right to create easements within the initial Project for the benefit of Area of Future Development and adjacent properties.

Section 3. Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium Project beyond the initial Project area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the Area of Future Development, if any, as a separate condominium project (or projects) or any other form of development subject only to the terms of the Development Agreement and the final approved site plan for the Condominium. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 10.1 above regardless of whether the Area of Future Development is added to the Condominium. Developer may create Common Elements within the Area of Future Development. The nature of the General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 4. Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium 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 discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, 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 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as expanded, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 6. Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, if and when recorded, and as above provided in Section 3.9 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. Consent of Interested Parties. 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 to this Master Deed to effectuate the purpose and intent of Article 10 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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 amendment may be effected without the necessity of

Township Attorney and staff recommend that this section should be proportional to the number of units.

recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

Section 8. Charter Township of Genoa Approval Required. Any amendments under Articles III, IV, and 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 9. 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.

**Staff questions the need for Article VII- Contraction of Condominium and recommends removal of this section.**

## **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 One Hundred and Two (102) 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 determined by the Developer in its sole judgment and without the consent of the Co-Owners, 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. Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented<sup>11</sup> to contraction of the Condominium and any amendment or

amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 4. Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 5. 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

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 and without the consent of Co-Owners, 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. Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the ~~City~~ Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably

appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 5. Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 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 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

Subject to Article VII,  
section 8, any

## 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.

is there a need for this paragraph when similar but more expansive language is contained in Article VI, section 8?

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. , and in accordance with the existing ordinances of the Charter Township of Genoa

## 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 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



discretion

not sure what this sentence is saying

???

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. Except as otherwise prohibited by Article VI, Section 4, and Article IX, Section 6, 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.

Road Commission

(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.

subject ?

(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 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.

not sure what this is saying

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.

## **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, 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 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, 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 as set forth on the approved site plan, shall not be modified by the Developer 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**

#### **ADJOINING SUMMERFIELD POINTE CONDOMINIUM**

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 Lawson 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.

[Remainder of Page Intentionally Left Blank]

[Signature on Following Page]

DEVELOPER:

HEALY HOMES AT SUMMERFIELD LLC,  
a Michigan limited liability company

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

Jack Healy

Its: Manager and Member

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OAKLAND     )

On this \_\_\_ day of \_\_\_\_\_, 2023 this Master Deed was acknowledged before me by Jack Healy, the Manager of Healy Homes of Summerfield LLC, on behalf of the Michigan limited liability company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_  
Acting in Livingston County

**DRAFT BY AND RETURN TO:**  
Gregory J. Gamalski, Esq.  
Bodman PLC  
201 West Big Beaver Road, Suite 500  
Troy, MI 48084

**EXHIBIT A**  
**SUMMERFIELD POINTE ESTATES**  
**BYLAWS**



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Estates?



**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~~ [Livingston County Building Department](#).

### 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.

**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~~ all applicable zoning, building and regulatory requirements.

(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 up to 102 Units, 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

subject to complying with the ordinances of the Charter Township of Genoa

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

(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-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~~ [Livingston County Drain Commissioner](#). The Grading Plan may be subsequently amended from time to time as conditions require and subsequently approved by the ~~Charter Township of Genoa~~ [Livingston County Drain Commissioner](#). 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

[Exterior Colors](#). 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). [Exterior](#) 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

Section 1. 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 and the Livingston County Building Department. 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 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:

(a) Minimum Dwelling Unit Size. The minimum size of dwellings shall be as follows: 1-8

(1) Units ~~1-6~~1-14, inclusive, shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow;

~~(2) Units 7-14 shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow~~

9-102

(2) ~~(3)~~ Units ~~15-108~~ 15-102, 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 ~~1-6, inclusive, and 15-108~~ 1-102, inclusive:

(i) Front yard: ~~30~~20 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.

Front setback should be from back of sidewalk.

Duplicate Delete

~~(2)~~ The following setbacks are applicable for Units 7-14, inclusive:

(i) Front yard \_\_\_\_\_ feet from back of curb.

(ii) Side yard a minimum of \_\_\_\_\_ one side and \_\_\_\_\_ the other side.

(iii) Not less than 14 feet between residences.

(iv) Rear yard setback of 30 feet.

(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.

(e) Driveways and Sidewalks. Driveways shall be constructed of asphalt, brick pavers or concrete. Sidewalks shall be constructed of brick pavers or concrete. Sidewalks located along the Roads shall be concrete.

(f) Exterior Colors: Unit ~~1-6 Elevations Harmony With Adjoining~~ 1-8 elevations and exterior colors shall be harmonious with the two neighboring condominium developments known as Summerfield Pointe and Summerfield Pointe Attached ~~Condominium Condominiums; Generally Applicable Architectural Requirements for Units 1-14.~~

(1) Exterior colors must be natural and subdued. Proposed stain colors shall be submitted to the Developer for approval prior to application.



should be consistent when referring to the Township; please use the Charter Township of Genoa

(2) Units ~~1-61-8~~ exterior color. The exterior colors of Units ~~1-61-8~~ 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 ~~1-61-8~~ Elevations. The front elevations of Units ~~1-61-8~~ 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-~~18~~ Units 1-~~8~~ must have lights on front of garage to act as street lights and be on photo sensor maintained by homeowner.

(g) Units ~~1-61-8~~ and Adjoining Condominium Requirements. The following requirements relate to Units ~~1-61-8~~ only and are imposed to create an maintain a generally harmonious appearance between residences on Units ~~1-61-8~~ and the units in the existing adjoining attached condominium project called Summerfield Pointe.

(1) As provide for in Article IV, Section of the Master Deed for Summerfield Pointe Estates, the Summerfield Pointe Estates Association will be responsible for be for outside maintenance, repair and replacement of each dwelling constructed on the including exterior painting, roofs, caulking, siding, grass, shrubs and sidewalks of those Units (only).

(2) Units ~~1-61-8~~ shall comply with the adjoining Summerfield Pointe Condominium Guidelines Matrix which generally allow the following, however Co-owners are solely responsible for inquiring about Guidelines currently in effect and the following list is not exhaustive and may change:

(i) Allowed items with approval:

- a) Portable basketball backboard
- b) Awnings
- c) Bird bath feeders in rear yard
- d) Decks or patios
- e) Invisible fence
- f) Flags
- g) Grills
- h) Holiday decorations
- i) Landscaping can be changed
- j) Satellite dish
- k) Storm doors

- l) Window treatments or wreaths
- m) Flowers hanging baskets or on patios, porches or decks

- (ii) Items not allowed.
  - a) Basketball backboards attached to house or driveway
  - b) Any storage building
  - c) No swimming pools
  - d) Fences
  - e) Gazebo
  - f) Fire pits detached from house
  - g) Play structures
  - h) Sheds, shutters, statues

(h) Guidelines for Units 9 through [108102](#).

- (1) Items allowed with approval
  - i. Play structures ([in rear yard only](#))
  - ii. Swimming pools
  - iii. Fire pits
  - iv. Satellite dishes.
  - v. Holiday decorations,
  - vi. Decks and Patios.
  - ~~vii. Flags.~~
  - ~~viii.~~ [vii.](#) Portable basketball backboard.
  - ~~viii.~~ [viii.](#) Awnings.
  - ~~ix.~~ [ix.](#) Flowers in hanging baskets (off deck).
  - ~~x.~~ [x.](#) Landscaping can be changed with approval.
  - ~~xi.~~ [xi.](#) Bird feeder in rear yard.
  - ~~xii.~~ [xii.](#) Storm doors.

(2) Items not allowed.

- i. Fences
- ii. Out buildings and sheds.

(i) 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.

(j) Garages. All garages shall be attached to the dwelling. All garages shall be two, three or four car garages. In relation to Units [1-61-8](#), inclusive, and [15-108](#), 9, [102](#), inclusive, 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.

(k) 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.

(l) 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:

(m) 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.

(n) 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.

(o) Birdbaths and Birdfeeders. Birdbaths and birdfeeders shall only be permitted in the landscaped areas of the rear yard of the Unit.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) Garage / Yard Sales. No garage sales or yard sales shall be permitted, except any community sale to be organized by the Association.

(w) 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.

(x) Lawn Equipment. Lawn mowers, snow blowers, 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~~ and in accordance with the ordinances and regulations of the Charter Township Ordinance of Genoa.

(y) 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.

(z) 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.

(aa) 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 ~~pool~~hot tubs/spa must be located in the rear yard of the Unit. All ~~pool~~hot tubs/spa areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view and must comply with Township ordinances.

(bb) Outdoor Playsets. For Units ~~1-6~~1-8, 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.

(cc) 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 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.

(dd) 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.

(ee) 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.

(ff) 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.

(gg) 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.

(hh) 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.

(ii) 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.

(jj) 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, during the sales and construction period may have as many signs and size of sign as it wants as long as the signs comply with the ordinances of Genoa the Charter Township ~~are maintained during the sales and construction period of Genoa~~. 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 ordinances.

(kk) Signs - Off Site. Open House ~~signs~~ signs are permitted during actual time house is open. This does not pertain to the Developer during the Development and Sales Period per the zoning ordinance for the Township.

(ll) 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.

(mm) 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.

(nn) Swimming Pools; Pool Fences. For Units ~~1-6~~ 1-8, 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.

(oo) 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.

(pp) 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.

(qq) 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.

(rr) 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.

(ss) Fireworks. No Co-Owner shall use, or permit the use by any occupant, employee, invitee, guest or member of his or her family of any firework or projectile in the Condominium.

(tt) Animals. No animals or fowl (except household pets) shall be kept or maintained on any Unit. Any pets kept in the Project shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal in the Condominium.

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 Charter 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 Charter Township of Genoa 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. For Units ~~1-6~~1-8, inclusive, installation of gardens is prohibited. 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~~1-8, 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 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 as well as the ordinances of the Charter Township of Genoa. No mowing, cutting, construction, filling, applications of chemicals, or dredging allowed ~~in~~ within 25 feet of 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 Charter Township of Genoa 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 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.

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~~1-8, inclusive. Such ~~structures~~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 and subject to all zoning, building and regulatory requirements.

(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, subject to all zoning, building and regulatory requirements.

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.

aren't all roads to be paved pursuant to the PUD agreement and the approved site plan?

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.

Section 28. Foreclosed Units; Title, Fee Procedures

sheriff

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 mortgagee 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

is this supposed to be a phrase connected with the sentence following?

### 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.

any

### 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.



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: Giant swing & high ropes course

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: 04/11/2023  
PRINT NAME: James Berigan PHONE: 231-392-9115

May 2, 2023

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Amy Ruthig, Planning Director
<b>Subject:</b>	Our Lady of the Fields – Sketch Plan Review #1
<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 sketch plan submittal from Our Lady of the Fields for two accessory recreational structures (plan dated 4/10/23).

**A. Summary**

1. The giant swing and high ropes course exceed the maximum height allowed by Ordinance.
2. ZBA granted a variance for the height of the giant swing; however, the applicant must submit a new application regarding the height of the high ropes course.
3. The Township may wish to consider amending the Zoning Ordinance to better address accessory recreational structures.

**B. Proposal/Process**

The project includes a “giant swing” on the east side of the property and a high ropes course in the northerly portion. The latter has already been constructed, though no Township approvals were ever obtained.

Such structures are allowed as accessory to the principal use, provided the applicable standards 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.** The giant swing provides a 90-foot setback from the Euler Road front lot line, while the high ropes course is set back 150 feet from the McClements Road front lot line, both of which exceed minimum PRF requirements.



*Aerial view of property (looking north)*

**3. Height.** Section 11.04.02 establishes a maximum height of 18 feet.

The giant swing has a maximum height of 35 feet, while the high ropes course is approximately 43 feet tall.

The ZBA recently granted a variance for the height of giant swing. This action was conditioned upon Planning Commission approval of the sketch plan.

Pending action by the Planning Commission, the applicant will need to apply to ZBA for the height of the high ropes course.

**4. Number.** Section 11.04.02 allows no more than 2 detached accessory buildings on a lot.

Consistent with past practice, the limitation does not apply to this request since it entails structures and not buildings.

**5. Additional Considerations.** Pending discussion with staff and the Commission, it may be appropriate to consider an Ordinance amendment that better addresses accessory recreational structures.

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



May 3, 2023

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

**Re: Our Lady of the Fields Giant Swing  
Sketch Plan Review No. 1**

Dear Ms. Ruthig:

Tetra Tech conducted a review of the proposed Our Lady of the Field sketch plan last dated April 10, 2023. The plan was prepared by Desine, Inc on behalf of Chaldean Catholic Church of the United States. The site is a 160-acre property bordered by McClements Road to the north and Kellogg Road and Euler Road to the west and east. The site has existing camp facilities, and the Petitioner is proposing a new giant swing. We offer the following comment:

1. The cover sheet is dated April 10, 2022. This should be fixed to avoid confusion.
2. The Brighton Area Fire Authority expressed concern for safety in their email dated April 28, 2023. The Petitioner should provide more detail on any safety measures or plan that will be implemented for the giant swing for the Planning Commission's consideration.

We recommend the petitioner address the above comment prior to approval.

Sincerely,

A handwritten signature in blue ink that reads 'Shelby Byrne'.

Shelby Byrne, P.E.  
Project Engineer

**From:** [Rick Boisvert](#)  
**To:** [Amy Ruthig](#)  
**Subject:** Our Lady of the Fields  
**Date:** Friday, April 28, 2023 2:47:59 PM

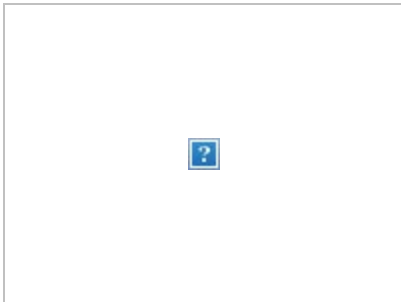
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I have no fire code comments on the giant swing. I do have safety questions; how do they get on it? The climbing tower detail goes to the zip line and the swing shows it is 10' above the ground, and also how are secured or restrained from falling off it?

Do you need that in a letter?

Cordially,

Rick Boisvert, FM, CFPS  
Fire Marshal  
Brighton Area Fire Authority  
615 W. Grand River  
Brighton, MI 48116  
O: (810)229-6640 D: (810)299-0033  
F: (810)229-1619 C: (248)762-7929  
[rboisvert@brightonareafire.com](mailto:rboisvert@brightonareafire.com)



**OUR LADY OF THE FIELDS  
Genoa Township, Michigan  
Site 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 giant swing located in the Northeast portion of the property, having support pole 35 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 giant swing 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 improvement.

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.

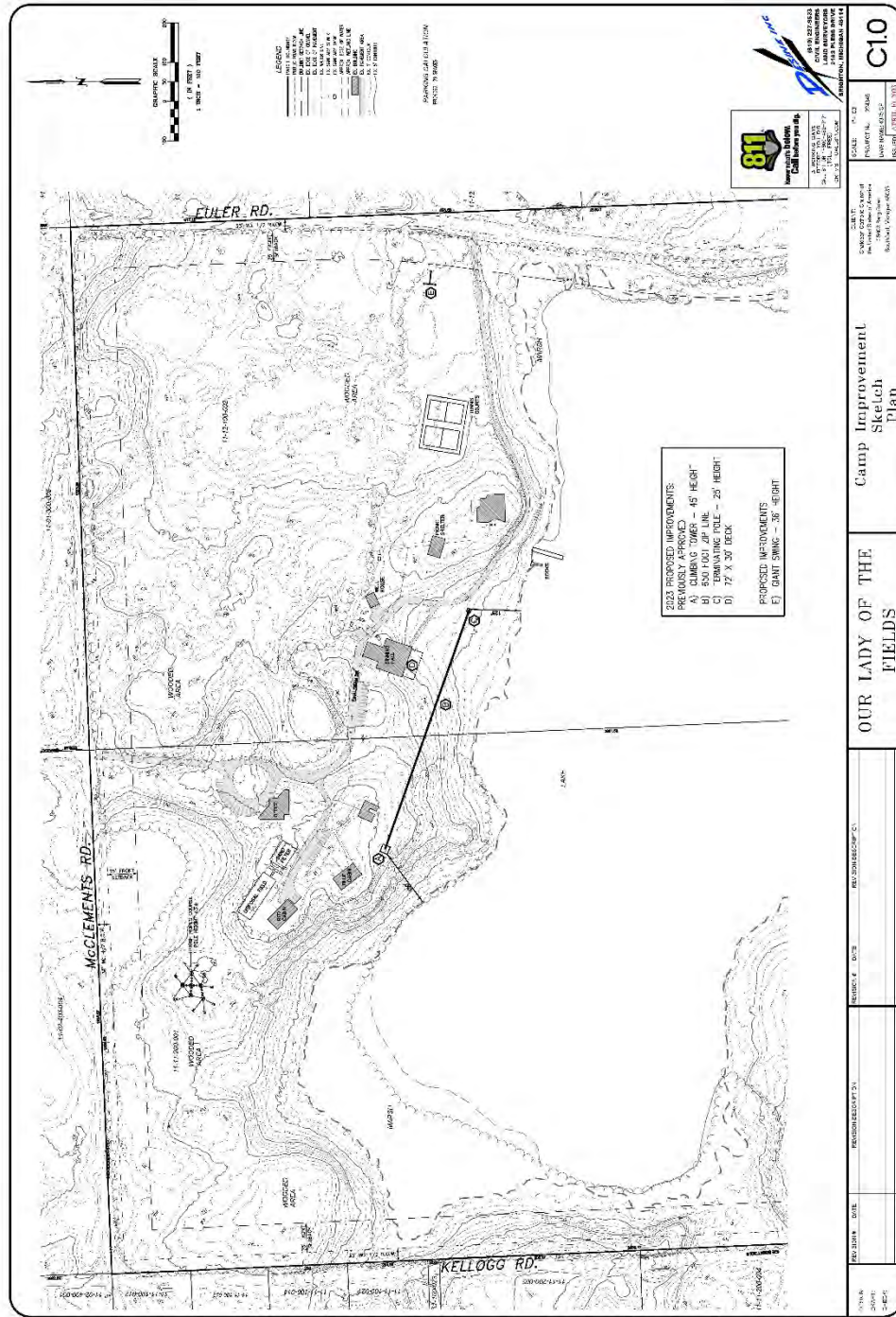
**K. SPECIAL PROVISIONS**

No special provisions or requirements are currently proposed for this facility.

**FIGURE 1**



**FIGURE 2**



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

**FIGURE 3**



**SOILS MAP  
(NOT TO SCALE)**

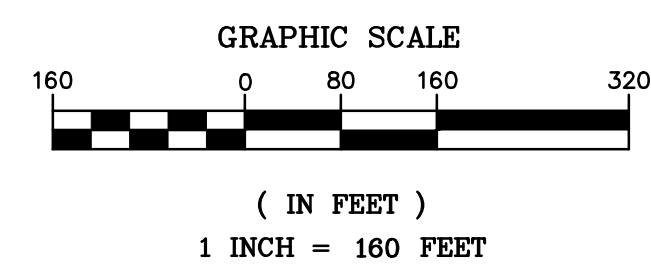
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	5.0	3.2%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.2%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.5	7.3%
Ho	Houghton muck, 0 to 1 percent slopes	4.3	2.7%
MoB	Wawasee loam, 2 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

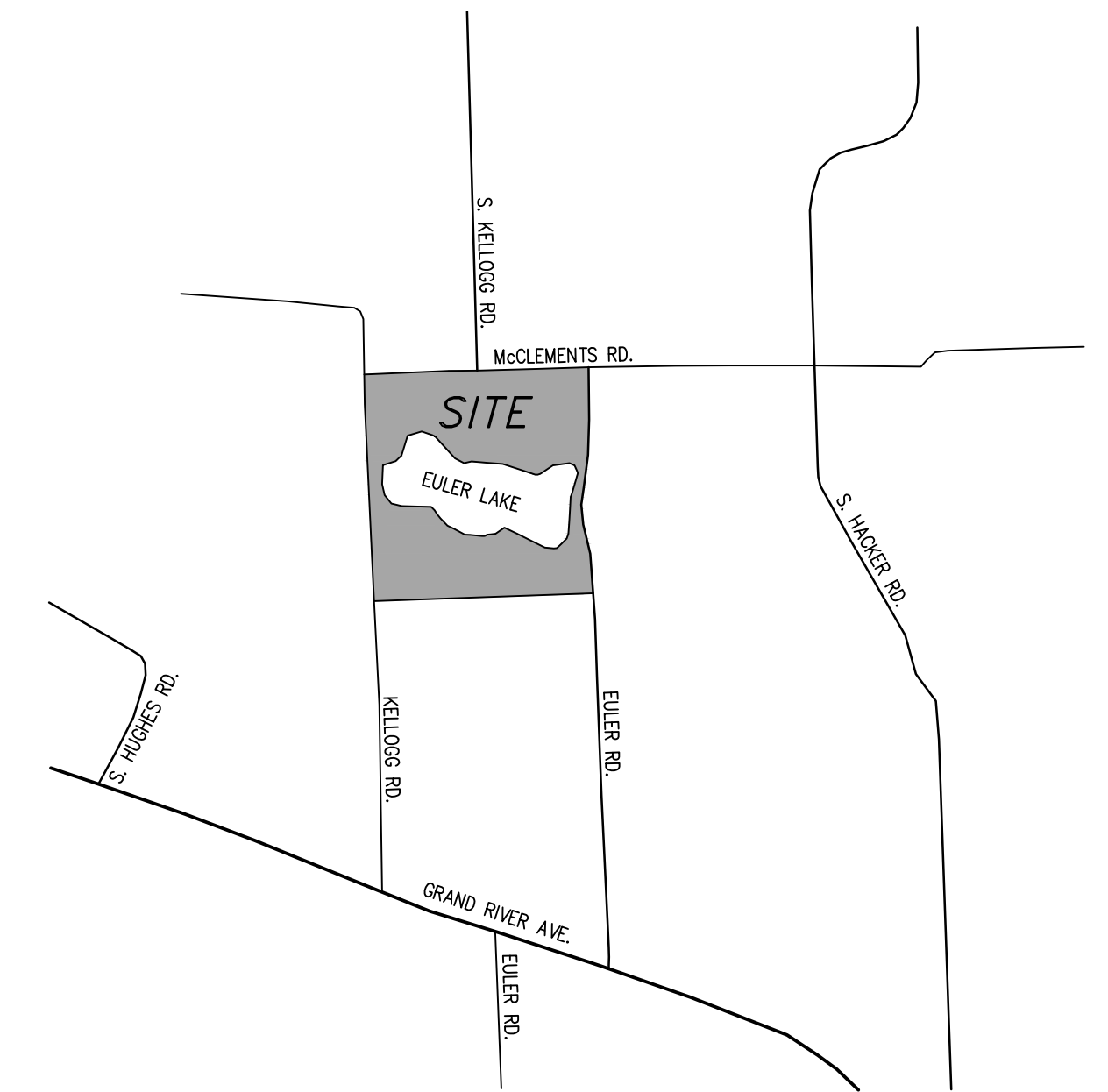


**LEGAL DESCRIPTIONS**  
 11-11-200-001  
 THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11  
 T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.  
 11-12-100-002  
 THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12  
 T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



**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



**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**
- EX EXISTING CONDITIONS PLAN
  - C1.0 NORTH CAMP GROUND IMPROVEMENT SKETCH PLAN
  - C1.1 NORTH CAMP GROUND RECREATION STRUCTURES SKETCH PLAN

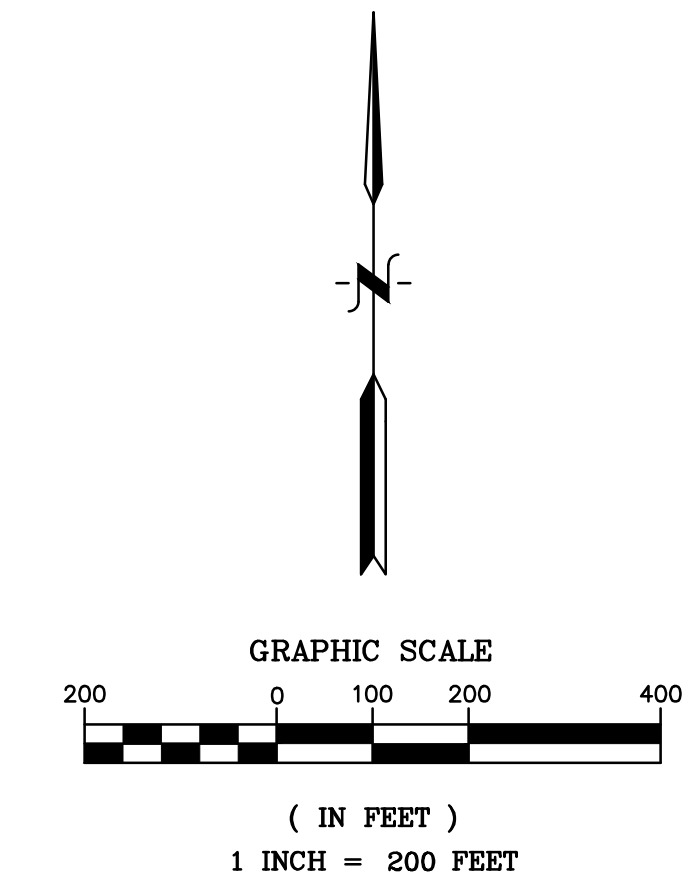
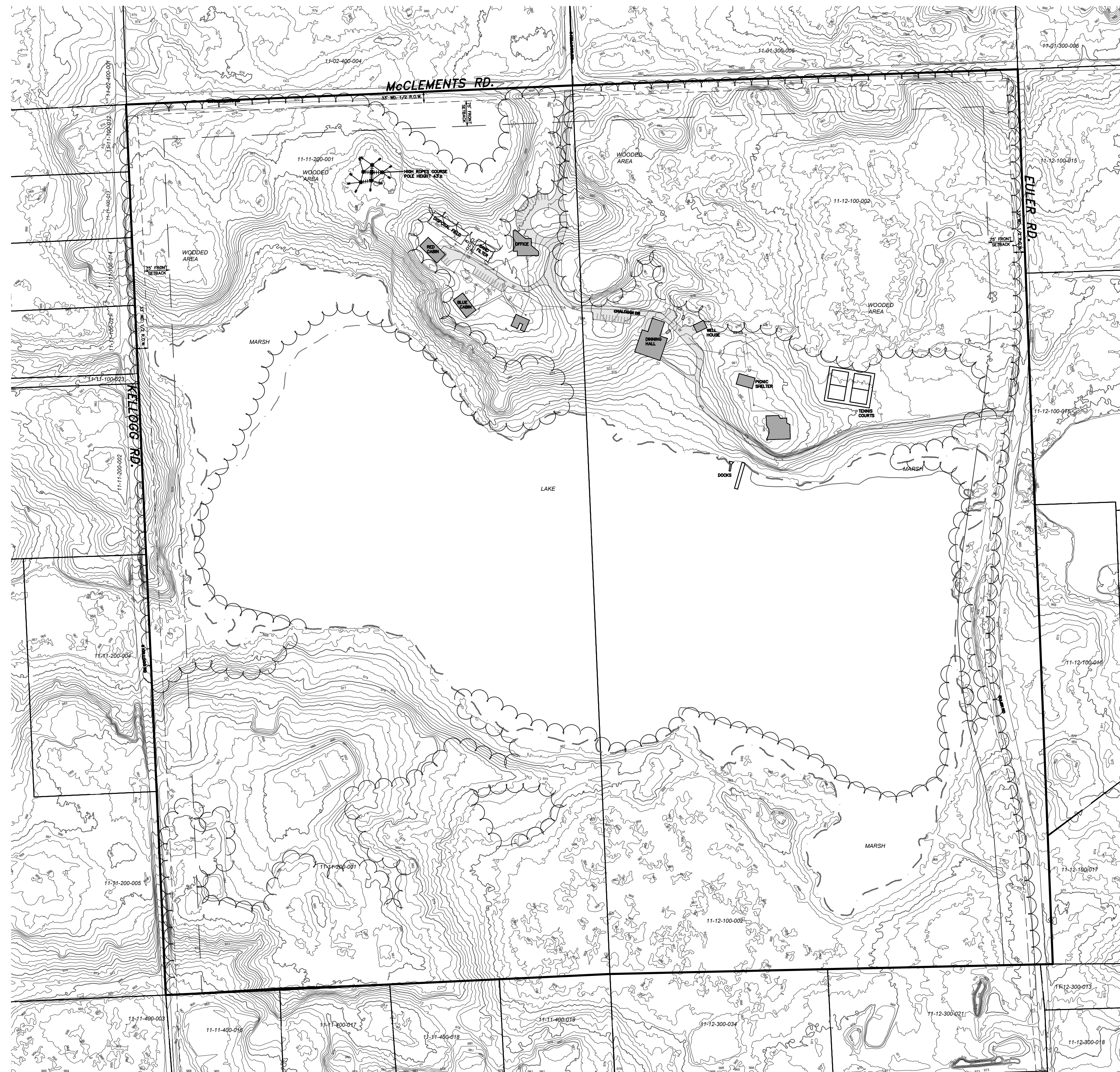


**811**  
 Know what's below.  
 Call before you dig.  
 3 WORKING DAYS  
 BEFORE YOU DIG  
 CALL 811 OR 1-800-482-7171  
 (TOLL FREE)  
 OR VISIT CALL811.COM

**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: APRIL 10, 2022	





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LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

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

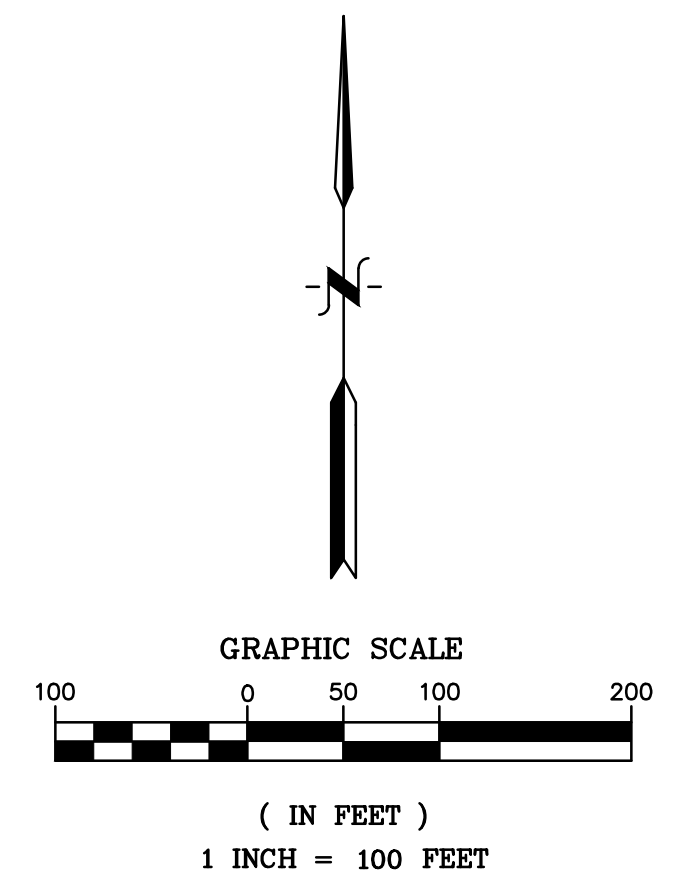
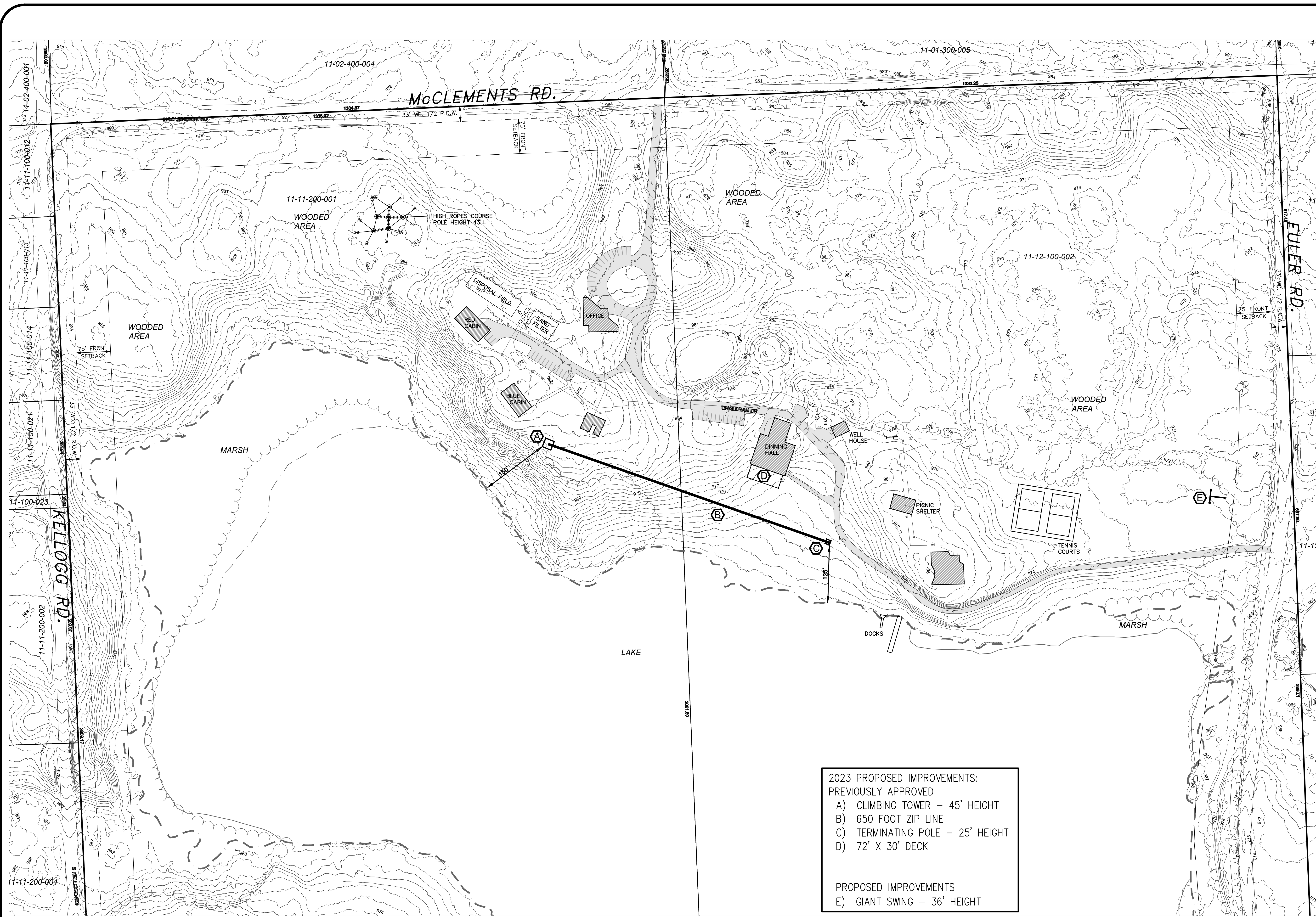
Our Lady of the  
Fields

EXISTING CONDITIONS PLAN

CLIENT:  
CHALDEAN CATHOLIC CHURCH OF  
THE UNITED STATES OF AMERICA  
25603 BERG ROAD  
SOUTHFIELD, MICHIGAN 48033

SCALE: 1in. = 200ft.  
PROJECT No.: 224345  
DWG NAME: 4345 EX  
ISSUED: **APRIL 10, 2023**

EX



- LEGEND**
- PARCEL BOUNDARY
  - - - PUBLIC ROAD R.O.W.
  - BUILDING SETBACK LINE
  - - - EX. EDGE OF GRAVEL
  - - - EX. EDGE OF PAVEMENT
  - - - EX. WATER LINE
  - - - EX. SANITARY SEWER
  - - - EX. SANITARY TANK
  - - - APPROX. EDGE OF WATER
  - - - APPROX. WETLAND LINE
  - EX. BUILDING
  - EX. PAVEMENT AREA
  - EX. 1' CONTOUR
  - EX. 5' CONTOUR

**PARKING CALCULATION**  
PROVIDED: 39 SPACES

2023 PROPOSED IMPROVEMENTS:  
PREVIOUSLY APPROVED  
A) CLIMBING TOWER - 45' HEIGHT  
B) 650 FOOT ZIP LINE  
C) TERMINATING POLE - 25' HEIGHT  
D) 72' X 30' DECK

PROPOSED IMPROVEMENTS  
E) GIANT SWING - 36' HEIGHT

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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
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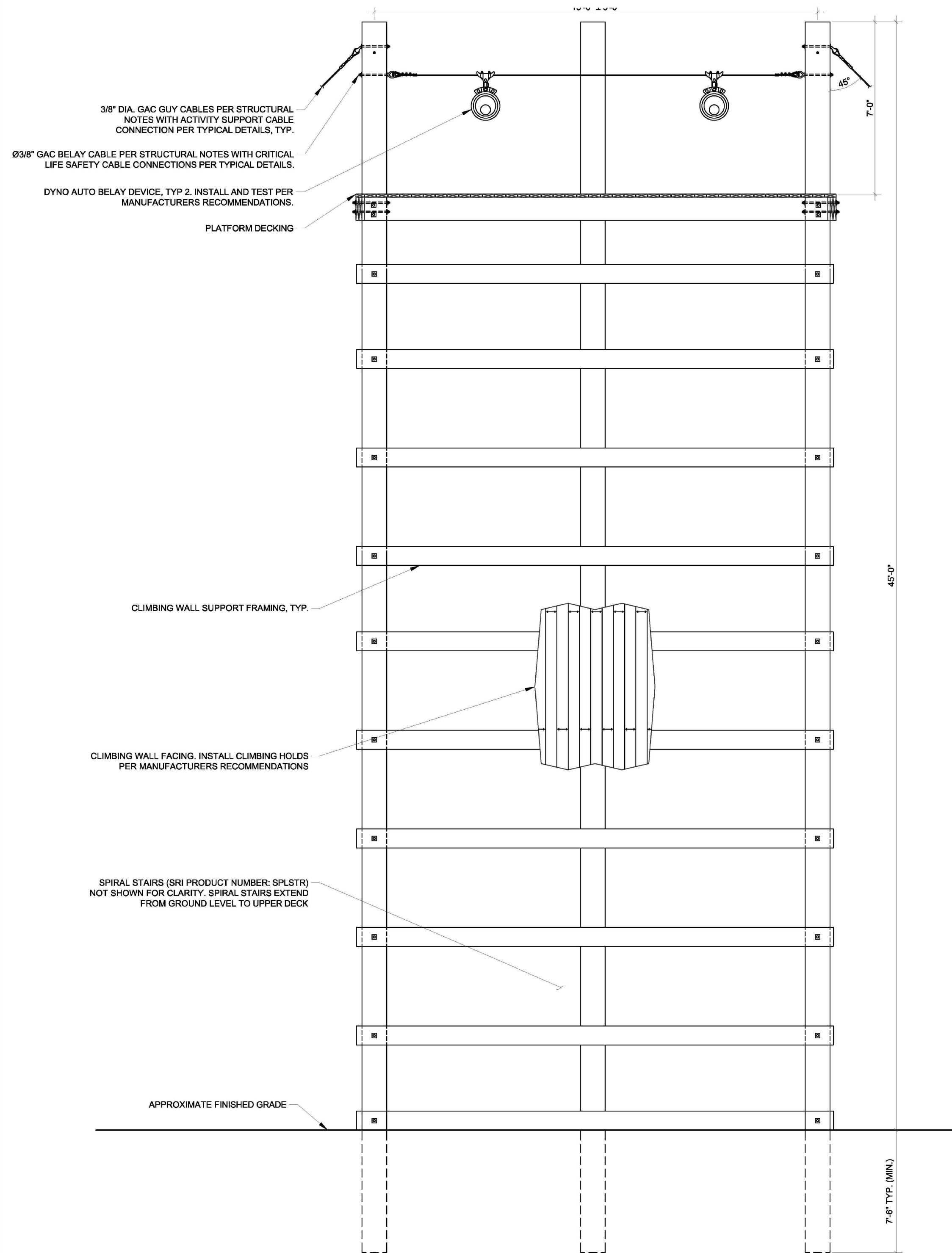
OUR LADY OF THE  
FIELDS

Camp Improvement  
Sketch  
Plan

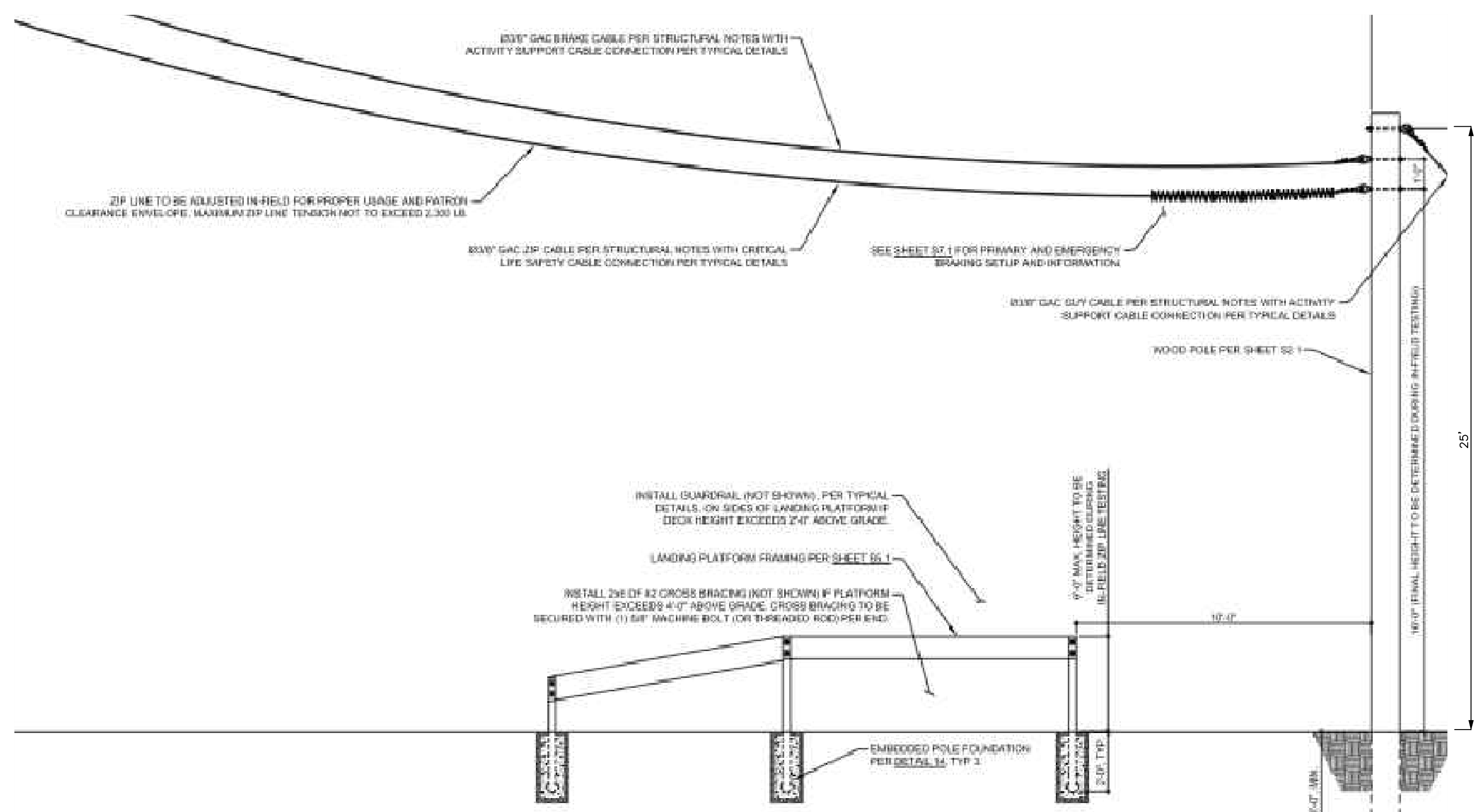
CLIENT:  
Chaldean Catholic Church of  
the United States of America  
25603 Berg Road  
Southfield, Michigan 48033

SCALE: 1"=100'  
PROJECT No.: 224345  
DWG NAME: 4345 CP  
ISSUED: APRIL 10, 2023

**C1.0**

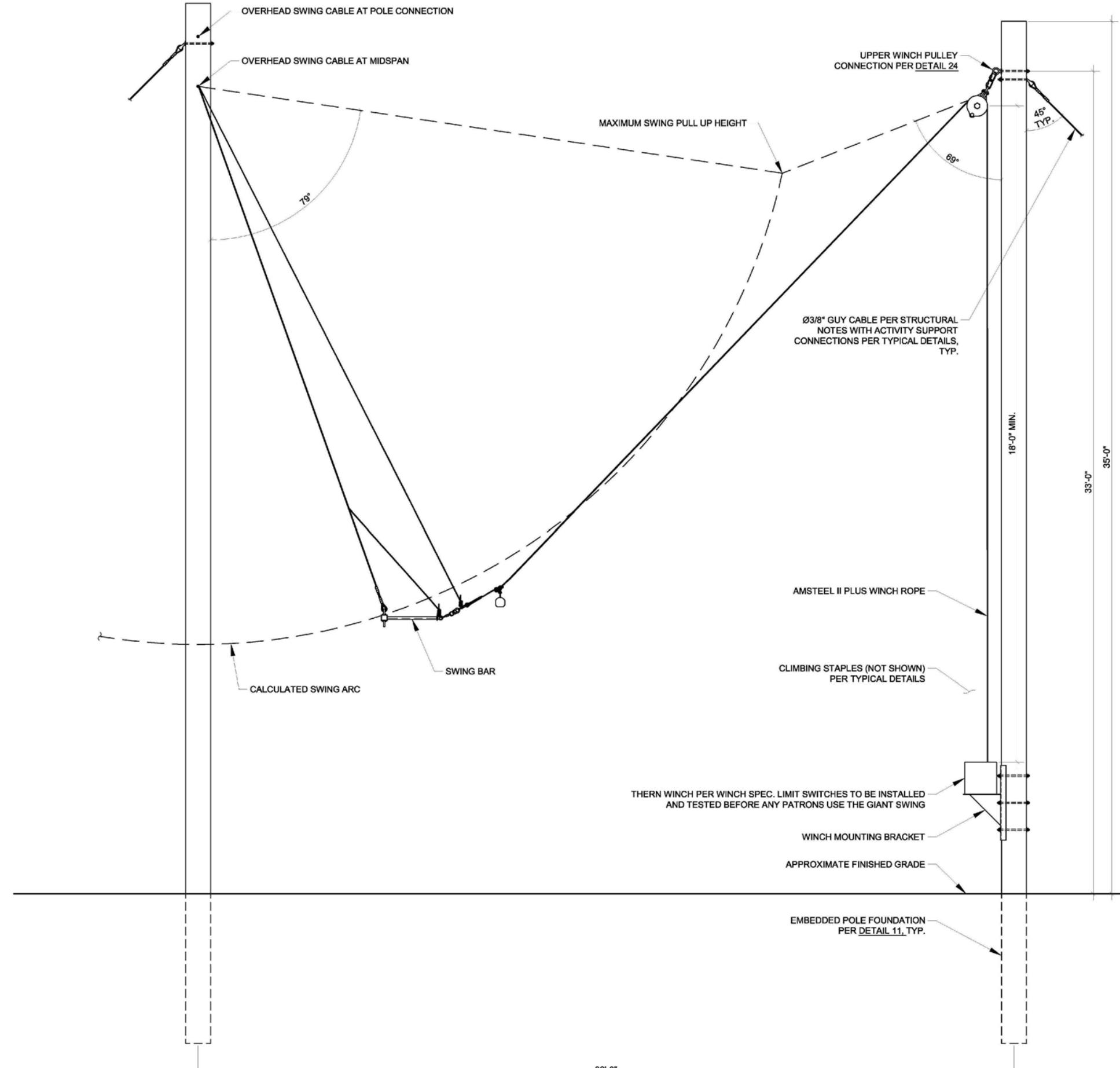
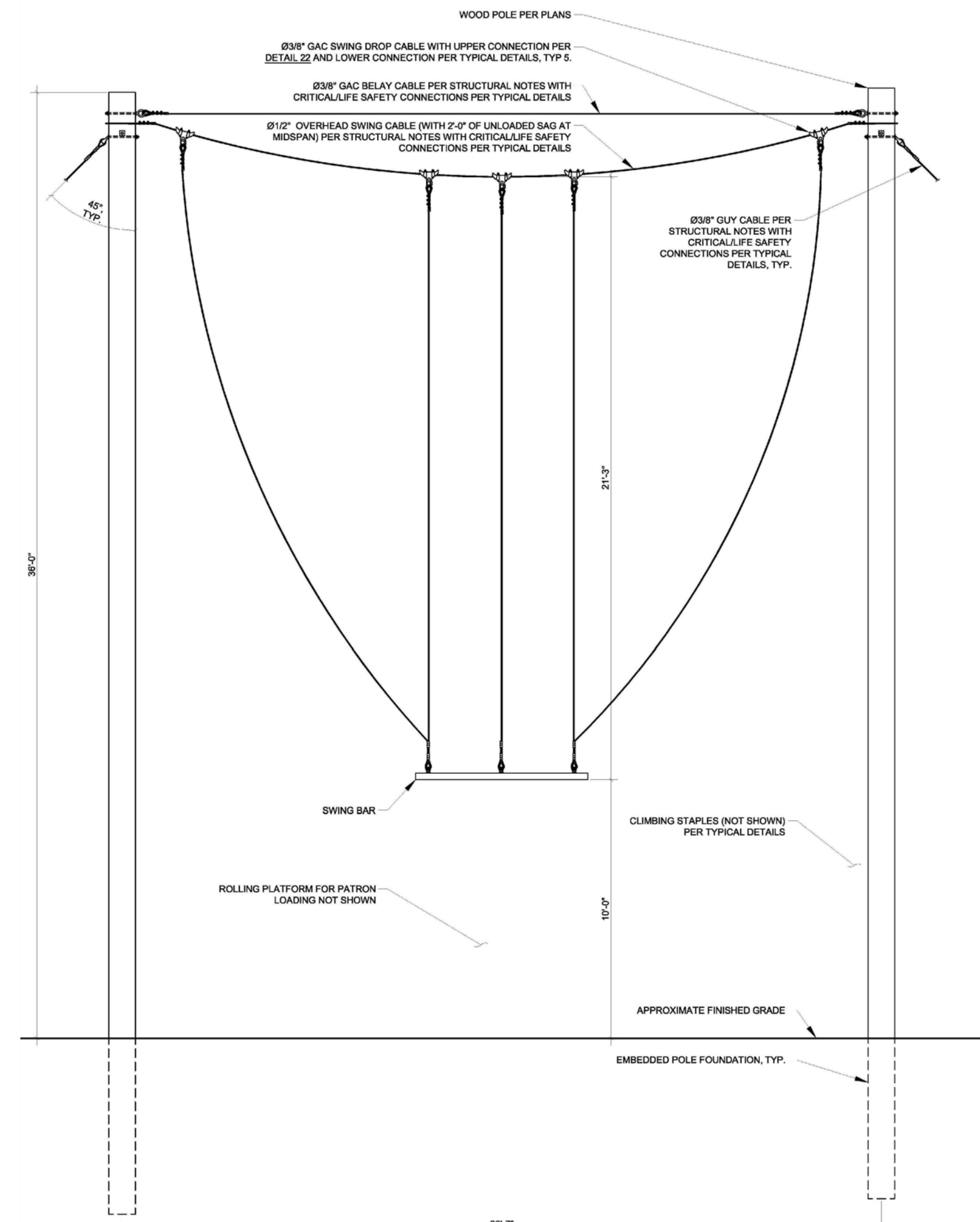


**ELEVATION**  
CLIMBING TOWER  
NOT TO SCALE



**ELEVATION A-A**  
SCALE: 3/8" = 1'-0"

**TERMINATING POLE**  
NOT TO SCALE



**SWING ELEVATIONS**  
NOT TO SCALE

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

**OUR LADY OF THE FIELDS**

**North Campground Recreation 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: **APRIL 10, 2023**

**C1.1**



**GENOA CHARTER TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN**

**RESOLUTION 230306D**

**RESOLUTION TO IMPOSE A MORATORIUM AND ADOPT AN ORDINANCE OF  
MORATORIUM ON THE SUBMISSION, REVIEW AND ISSUANCE OF APPLICATIONS,  
PERMITS, LICENSES, OR APPROVALS FOR ANY CONSTRUCTION OR INSTALLATION  
OF GROUND-MOUNTED SOLAR ENERGY COLLECTORS AND/OR COMMERCIAL  
SOLAR ENERGY SYSTEMS AND TO PETITION THE PLANNING COMMISSION TO  
INITIATE ZONING ORDINANCE AMENDMENTS**

At a regular meeting of the Board of Trustees of Genoa Charter Township, Livingston County, Michigan, (the "Township") held at 6:30pm at the Township Hall on Monday, March 6, 2023 there were:

PRESENT: Diana Lowe, Jim Mortensen, Paulette Skolarus, Bill Rogers, Robin Hunt, Terry Croft, Jean Ledford

ABSENT: None

The following preamble and Resolution were offered by Robin Hunt and seconded by Jim Mortensen.

**WHEREAS**, Public Act 110 of 2006, MCL 125.3101 et seq., as amended, authorizes a Township Board to adopt and amend zoning ordinances that regulate the use of land and structures within its zoning jurisdiction to meet the needs for food, fiber, energy, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land, to ensure that use of the land is situated in appropriate locations and relationships, to limit the inappropriate overcrowding of land and congestion of population, transportation systems, and other public facilities, to facilitate adequate and efficient provision for transportation systems, sewage disposal, water, energy, education, recreation, and other public service and facility requirements, and to promote public health, safety, and welfare; and

**WHEREAS**, on October 4, 2021 Ordinance Number Z-21-01 was adopted by the Township Board which included amendments to Article 11 of the Zoning Ordinance and the addition of Section 11.06 regulating Solar Energy Collectors and Commercial Solar Energy Systems (the "Solar Energy

Provisions”); and

**WHEREAS**, there is concern that those Solar Energy Zoning Ordinance provisions for Ground-Mounted Solar Energy Collectors and Commercial Solar Energy Systems lack supporting definitions which can create ambiguity and cause confusion; and

**WHEREAS**, the Solar Energy Provisions do not address all scales and components of Solar Energy Collectors and Systems and do not adequately address land use location suitability, decommissioning procedures, prime farmland impacts, environmental impacts and review procedures and process; and

**WHEREAS**, the Solar Energy Provisions may no longer support the goals and objectives of the Master Plan recently adopted by the Planning Commission on February 13, 2023; and

**WHEREAS**, the Township Board wishes to direct the Planning Commission to consider regulations applicable to Solar Energy Systems in the Township and make a recommendation to the Township Board as to proposed amendments to the Zoning Ordinance; and

**WHEREAS**, the Township further wishes to consider amendments to its existing Zoning Ordinance to, among other things, regulate the establishment and use of Ground Mounted Solar Energy Collectors and/or Commercial Solar Energy Collectors Systems; and

**WHEREAS**, the Township finds that it is necessary and reasonable to establish an immediate moratorium by this Resolution on the submission, review and issuance of any and all applications, permits, licenses, and approvals for any property subject to or under the jurisdiction of the Township’s Zoning Ordinance for the establishment and use of Ground-Mounted Solar Energy Collectors and/or Commercial Solar Energy Systems with a six (6) months moratorium by Ordinance or until the Township amends its Zoning Ordinance regulating Solar Energy Systems and such amendments take effect, whichever occurs first; and

**WHEREAS**, the Township finds that adopting such a moratorium is in the best interest of the public health, safety, and welfare.

**NOW, THEREFORE**, the Township Board of Genoa Charter Township resolves as follows:

1. A moratorium shall be immediately imposed upon the submission, review and issuance of applications, permits, licenses, or approvals for any construction or installation of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment and use of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems for thirty (30) days or until the Township adopts an Ordinance to impose a six (6) month moratorium on the submission, review and issuance of applications, permits, licenses, or approvals for any construction or installation of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems and to petition the Planning Commission to initiate Zoning Ordinance amendments, whichever occurs first.

2. The Township shall within 30 days of adoption of this Resolution, adopt an Ordinance to impose a six (6) month moratorium on the submission, review and issuance of applications, permits, licenses, or approvals for any construction or installation of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems and to petition the Planning Commission to initiate Zoning Ordinance (the "Ordinance," attached as Exhibit A).

3. The Ordinance shall be filed with the Township Clerk and Township Manager.

4. The Township Manager shall publish notice and notice of adoption of the Ordinance in a newspaper of general circulation in the Township as required by State Law.

5. Additionally, the Township Board hereby petitions the Township Planning Commission to initiate amendments to the Zoning Ordinance to regulate Ground Mounted Solar Energy Collectors and Commercial Solar Energy Systems, which should include (but not be limited

to) appropriate regulations for public, private and commercial systems, including regulations concerning location, height, setback, landscaping, impacts, site plan review, interconnection with existing electrical systems, and decommissioning. The Township Board requests that the Planning Commission thereafter make a recommendation to the Township Board regarding such proposed amendments in accordance with the procedures set forth in the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

4. Any prior resolution that conflicts with this Resolution is repealed upon the effective date of the Ordinance, but only to the extent necessary to give this Resolution and the Ordinance full force and effect.

A roll call vote on the foregoing resolution was taken and was as follows:

AYES: Jean Ledford, Terry Croft, Robin Hunt, Diana Lowe, Jim Mortensen, Paulette Skolarus, Bill Rogers


NAYS: None

ABSENT: None

The resolution was declared adopted.

#### CERTIFICATION OF CLERK

The undersigned, being the duly elected Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records of my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

  
\_\_\_\_\_  
Paulette A. Skolarus, Genoa Charter Township Clerk

3/4/25  
\_\_\_\_\_  
Date

**EXHIBIT A**

**GENOA CHARTER TOWNSHIP  
LIVINGSTON COUNTY**

**ORDINANCE NO. 2023-01**

**AN ORDINANCE TO IMPOSE A MORATORIUM ON THE SUBMISSION, REVIEW AND ISSUANCE OF APPLICATIONS, PERMITS, LICENSES, OR APPROVALS FOR ANY CONSTRUCTION OR INSTALLATION OF GROUND-MOUNTED SOLAR ENERGY COLLECTORS AND/OR COMMERCIAL SOLAR ENERGY SYSTEMS AND TO PETITION THE PLANNING COMMISSION TO INITIATE ZONING ORDINANCE AMENDMENTS**

**Section 1: Definitions.**

**Solar Energy System** means a photovoltaic system or solar thermal system for generating and/or storing electricity or heat, including all above and below ground equipment or components required for the system to operate properly and to be secured to a roof surface or the ground. This includes any necessary operations and maintenance building(s), but does not include any temporary construction offices, substation(s) or other transmission facilities between the SES and the point of interconnection to the electric grid.

**Ground-mounted Solar Energy Collectors** means a solar energy system mounted on support posts, like a rack or pole, that are attached to or rest on the ground.

**Commercial Solar Energy Systems** means utility-scale facility of solar energy collectors with the primary purpose of wholesale or retail sales of generated electricity. Also known as a solar farm any part of a system that collects or stores solar radiation or energy for the purpose of transforming it into any other form of usable energy, including but not limited to the collection and transfer of heat created by solar energy to any other medium by any means. This definition includes private systems, commercial systems, roof or building mounted systems, ground mounted systems, and building integrated photovoltaics.

**Section 2. Purpose and Findings.** The purpose of this moratorium is to provide sufficient time for the Genoa Charter Township Planning Commission to fully explore, analyze, research and make recommendations to the Township Board regarding potential zoning regulations applicable to Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems. In support of this Ordinance, the Genoa Charter Township Board has determined the following:

A. The Township has become aware of an increase of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems in the region, which is a more recent and emerging land use. It is clear that interest in these Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems is increasing across the state, and that applications for the construction and location of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems within the Township may be imminent.

B. The integration of these Solar Energy Systems within the Township's existing land



uses requires suitable regulations and controls to ensure compliance with the Township's Master Plan and for the protection for the health, safety and welfare of all of the Township's residents.

C. Pursuant to the Michigan Zoning Enabling Act, 2006 P.A. 110, being MCL 125.3101 et seq., the Township has adopted a Zoning Ordinance.

D. The Township wishes to consider whether amendments to its Zoning Ordinance to regulate the establishment and use of Ground-mounted Solar Energy Collectors and Commercial Solar Energy Systems is necessary in order to better protect the public health, safety, and welfare of Township residents.

E. Imposing a moratorium, on a limited temporary basis, is reasonable and necessary to allow the Township Planning Commission time to fully explore, analyze, research and develop proposed zoning amendments and make recommendations to the Genoa Charter Township Board regarding potential amendments to the Township's Zoning Ordinance applicable to Solar Energy Systems which should include (but not be limited to) appropriate regulations for private systems and commercial systems, including regulations concerning location, height, setback, landscaping, impacts, site plan review, interconnection with existing electrical systems, and decommissioning.

F. A moratorium should be imposed upon the submission, review and issuance of applications, permits, licenses, or approvals for any construction or installation of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment and use of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems for six (6) months or until the Township amends its Zoning Ordinance regulating Solar Energy Systems and such amendments take effect, whichever occurs first.

**Section 3: Moratorium.** A moratorium is hereby imposed upon the submission, review and issuance of applications, permits, licenses, or approvals for any construction of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems for any property subject to or under the jurisdiction of the Township's Zoning Ordinance for the establishment and use of Ground-mounted Solar Energy Collectors and/or Commercial Solar Energy Systems, so long as this ordinance is in effect.

**Section 4: Term of Moratorium; Renewal.** The moratorium imposed by this ordinance shall remain in effect for six (6) months following the effective date of this Ordinance, or until Solar Energy System regulatory amendments to the Township's Zoning Ordinance become effective, whichever occurs first. Before this moratorium expires, the Township may by resolution extend the moratorium for up to six (6) months to allow sufficient time to complete amendments to its Zoning Ordinance, if necessary. If an extension is adopted, the Township will publish notice of the extension.

**Section 5. Validity and Severability.** Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 6. Repealer Clause.** Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect. However, this Ordinance shall not be construed as a repeal or an amendment to the Township Zoning Ordinance; rather, it is a temporary moratorium until such time as this Ordinance expires or amendments to the Township Zoning Ordinance regulating Solar Energy Systems take effect,

whichever occurs first.

**Section 7: Effective Date.** This ordinance was adopted by the Genoa Charter Township Board of Trustees at the regular meeting held \_\_\_\_\_, 2023 and ordered to be given publication in the manner required by law. This ordinance shall become effective immediately following publication.

On the question: "SHALL THIS ORDINANCE NOW PASS" the following vote was recorded:

Ayes:

Nays:

Absent:

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2023.

Paulette Skolarus  
Township Clerk

Bill Rogers  
Township Supervisor

Township Board Introduction: 03/06/2023  
Date of Posting of Proposed Ordinance:  
Date of Publication of Proposed Ordinance:  
Township Board Second Reading and Adoption:  
Date of Publication of Ordinance Adoption:  
Effective Date:



# PLANNING & ZONING FOR SOLAR ENERGY SYSTEMS

## A GUIDE FOR MICHIGAN LOCAL GOVERNMENTS



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*Cover image: Ground-mounted SES with pollinator garden. Photo by Rob Davis.*

# BACKGROUND & PURPOSE



*Lapeer Solar Park. Photo by Bradley Neumann.*

Michigan's diverse energy future is set in motion. Utility companies have bold plans to expand solar options and other forms of renewable energy over the next two decades and beyond. By 2040, DTE Energy<sup>1</sup> expects to have over 10 million solar panels generating power for its customers. Consumers Energy also announced<sup>2</sup> plans to build roughly 8,000MW of solar energy by 2040. Regional electric cooperatives and municipally owned utilities are following suit, with plans to expand solar energy production. Michigan has 65 utilities across two peninsulas.

The shift in the utility sector from centralized power generation (e.g., a large coal plant) to a higher number of accessory and principal use solar energy systems (SES<sup>3</sup>) means Michigan communities should plan for renewable energy development within their

jurisdictions. According to a 2019 study of solar ordinances in Michigan, fewer than 20% of Michigan communities have zoning regulations in place to address all scales of SES.<sup>4</sup> These scales are defined further in Section 3 of this guide.

The purpose of this guide is to help Michigan communities meet the challenge of becoming solar-ready by addressing SES within their planning policies and zoning regulations. This document illustrates how various scales and configurations of photovoltaic SES fit into landscape patterns ranging between rural, suburban, and urban.

1 Our Bold Goal for Michigan's Clean Energy Future. DTE. (2020). <https://dtecleanenergy.com/>

2 Consumers Energy. Consumers Energy Announces Plan to End Coal Use by 2025; Lead Michigan's Clean Energy Transformation. (2021). <https://www.consumersenergy.com/news-releases/news-release-details/2021/06/23/consumers-energy-announces-plan-to-end-coal-use-by-2025-lead-michigans-clean-energy-transformation>

3 Michigan Office of Climate and Energy. (2019). Michigan Zoning Database. Available at [https://www.michigan.gov/climateandenergy/0,4580,7-364-85453\\_85458-519951--,00.html](https://www.michigan.gov/climateandenergy/0,4580,7-364-85453_85458-519951--,00.html)

4 Ibid.

*Planning and Zoning for Solar Energy Systems: A Guide for Local Governments in Michigan* was developed by experts within Michigan State University Extension (MSUE) and Michigan State University's School of Planning, Design and Construction in partnership with faculty at the University of Michigan Graham Sustainability Institute. Further review of this document was completed by content experts from local units of government, legal counsel, energy-related non-profits, utility experts, and members of academia. Its intent is to help Michigan communities make public policy decisions related to solar energy development.

This guide is written for use by local planners, officials, legal counsel, and policymakers within the State of Michigan. It first presents the current context for solar in Michigan, describes the various components and configurations of SES, and provides principles for how SES might fit within various land-use patterns across the state. Then, starting on Page 22, the guide presents sample language for including SES into a community's zoning ordinance. The findings and recommendations in this document are based on

university peer-reviewed research (whenever available and conclusive) and on the parameters of Michigan law as it relates to the topic(s) in Michigan. The zoning and regulatory rules and concepts discussed here may not apply in other states. This guide will be updated as solar technology evolves and as we learn more from the deployment of existing technology.

Preparing a zoning ordinance and master plan are only two aspects of being solar-ready. More information on how communities can plan for, regulate, and reduce barriers for SES—through meaningful public engagement, clarifying building/electrical permit processes, reducing permit fees, and evaluating placement of SES on or near municipal buildings, to name a few—is available through numerous Michigan agencies, universities, and organizations, and through the SolSmart<sup>5</sup> program. Additional resources on solar energy (and renewable energy) planning and zoning in Michigan are available from MSU Extension<sup>6</sup> and the Michigan Department of Environment, Great Lakes, and Energy<sup>7</sup> in partnership with University of Michigan Graham Sustainability Institute<sup>8</sup> faculty.



*Ground-mounted SES, Grand Traverse waterfront. Photo by Mary Reilly.*

5 SolSmart. (2021). Program Guide. Available at: <https://solsmart.org/resources/solsmart-program-guide/>

6 MSU Extension Outreach. Michigan State University. <https://www.canr.msu.edu/outreach/>

7 Community Energy Management. Office of Climate and Energy. [https://www.michigan.gov/climateandenergy/0,4580,7-364-85453\\_98214---,00.html](https://www.michigan.gov/climateandenergy/0,4580,7-364-85453_98214---,00.html)

8 Graham Sustainability Institute. University of Michigan. <http://graham.umich.edu/>

# SOLAR ENERGY IN MICHIGAN



*O'Shea Solar Park, Detroit. Photo by DTE Energy.*

While the solar resources in Michigan and other Midwestern states are not as abundant as in the Southwest,<sup>9</sup> over the course of one year, a solar panel in a typical Michigan location produces approximately 70% of the energy as the same solar panel in Phoenix, Arizona.<sup>10</sup> Furthermore, technology advancements have led to rapid cost reductions at all levels of solar development, making solar an increasingly cost-competitive option, both nationally and in Michigan specifically.<sup>11</sup> As a result, utility companies in Michigan have plans to significantly increase the amount of power generated from solar energy. This shift is evidenced by the amount of utility-scale solar energy development currently under construction or in the development queue,<sup>12</sup> along with expanding installations of smaller on-site solar energy systems.<sup>13</sup>

As the demand for clean energy sources continues to grow, Michigan communities are being approached with development proposals for new SES. It is vital that communities have planning and zoning in place to address these proposals. By doing so, communities have the opportunity to proactively determine how SES can fit into their landscape through master planning and zoning ordinance development.

## MASTER PLANNING AND ZONING

Solar energy systems can serve as a method to help reach several different goals that a community may identify, including those focused on resiliency, economic development, farmland preservation, climate action, energy generation, and more.

A community's master plan sets the vision and high-level goals for the community. Local policy related to renewable energy generation is established first in the master plan, with an explanation of how SES could fit into the unique landscapes and character of the jurisdiction. In addition to the master plan, goals related to SES are established in other local plans, which could include district or sub-area plans, resiliency plans, climate action plans, or renewable energy plans. Here, specific geographical areas are designated as ideal for SES development. Including SES in local plans supports the establishment of related zoning regulations, consistent with the requirement of the Michigan Zoning Enabling Act (MZEA).<sup>14</sup> A community-supported vision, followed by the adoption of reasonable zoning standards, together establish a successful framework for SES in a community.

<sup>9</sup> Solar Resource Data, Tools, and Maps. National Renewable Energy Laboratory. <https://www.nrel.gov/gis/solar.html>.

<sup>10</sup> Solar Resource Data. NREL PVWatts Calculator. Available at: <https://pvwatts.nrel.gov/pvwatts.php>.

<sup>11</sup> Lazard. (2020). Levelized Cost of Energy and Levelized Cost of Storage – 2020. Available at: <https://www.lazard.com/perspective/levelized-cost-of-energy-and-levelized-cost-of-storage-2020/>; Solar Technology Cost Analysis. NREL. <https://www.nrel.gov/solar/solar-cost-analysis.html>.

<sup>12</sup> Midcontinent Independent System Operator, Inc. [https://www.misoenergy.org/planning/generator-interconnection/GI\\_Queue/](https://www.misoenergy.org/planning/generator-interconnection/GI_Queue/).

<sup>13</sup> MPSC. (2020). Distributed Generation Program Report for Calendar Year 2019. [https://www.michigan.gov/documents/mpsc/DG\\_and\\_LNM\\_Report\\_Calendar\\_Year\\_2019\\_711217\\_7.pdf](https://www.michigan.gov/documents/mpsc/DG_and_LNM_Report_Calendar_Year_2019_711217_7.pdf)

<sup>14</sup> Michigan Zoning Enabling Act, Public Act (PA) 110 of 2006, as amended. <http://legislature.mi.gov/doc.aspx?mcl-Act-110-of-2006>.

Incorporating renewable energy into the master plan is a logical place to start before drafting zoning regulations. The MZEA requires that all zoning be based on a plan. The master plan therefore establishes the community's formal policy position on solar energy development. For example, the master plan might set a goal that permits accessory SES throughout the jurisdiction. For principal-use SES, it might define what scale is appropriate as a permitted use (i.e., use by right) or determine appropriateness based on the location of marginal lands, soil types, or steep slopes. It could document community attributes or characteristics that are important to consider and/or protect when siting solar energy development. A master plan ideally includes a spatial analysis of land-use suitability and incorporates community engagement to establish formal guidance for the zoning regulations.



*Accessory ground-mounted SES powering remote meteorological and communications equipment.  
Photo by Bradley Neumann.*

**COMMENTARY:** A request for solar energy development may land on the doorstep of a community that has no mention of solar in the zoning ordinance or master plan. While neither ideal nor recommended, communities sometimes zone first and plan second.<sup>15</sup> Amending the zoning ordinance first without planning for solar is a relatively common course of action, especially when there is a sense of urgency to the permit request. If a community cannot avoid amending the zoning ordinance without first amending the plan, they should work closely with a qualified planner or municipal attorney to perform a master plan review in order to find elements that support or contradict a solar energy zoning amendment. Master plan elements to consider in this review:

- **Vision statement:** How do these broad community statements align with or contradict the contemplated ordinance amendment? Does the vision include renewable energy?
- **Goals and objectives:** If the solar amendment includes multiple scales of SES, then review the goals, objectives, and policies for all relevant land-use classifications on the future land-use map, such as agricultural, residential, commercial, forestry, industrial, etc.
- **Brownfields or grayfields:** Review plans, policies, and maps for recommended zoning approaches.
- **Future land-use map:** Review the map for projected areas of growth (infrastructure extension, type of growth or change in land-use) or areas with goals, objectives, and policies to preserve or maintain a unique community asset.
- **Zoning plan:** While not required as a precursor to a zoning amendment, a statement in the zoning plan<sup>16</sup> affirming the preferred scope and/or location of SES relative to other land-use classifications and zoning districts may be sufficient to show the community anticipated the solar zoning amendment but had not yet taken action to amend the ordinance. [End of commentary]

<sup>15</sup> All zoning must be based on a plan. MCL 125.3203(1). <http://legislature.mi.gov/doc.aspx?mcl-125-3203>

<sup>16</sup> Michigan Planning Enabling Act, MCL 125.3833 (2.d)



After a community has incorporated solar development into its master plan, the zoning ordinance can be amended to include regulations for the various configurations and scales of SES. The zoning regulations protect the community's health, safety, and welfare, and are based on policies outlined in the master plan. Zoning regulations define the location, scale, and form or configuration of SES allowed in the community and establish the permits and processes by which solar energy is allowed and even incentivized.

**COMMENTARY:** According to a review of Michigan zoning ordinances,<sup>17</sup> large-scale solar energy systems (see Section 3) tend to be allowed as principal land uses of property and authorized by special land-use permit in certain zoning districts within a community. Accessory structures, where the electricity generated is used by the principal land use on the property, are generally allowed in more or all zoning districts as accessory uses by right. Furthermore, roof-mounted systems are generally permitted in more zoning districts within a community than ground-mounted systems. In fact, it is quite common to see roof-mounted systems allowed in all zoning districts.

Some communities also permit ground-mounted systems in all districts, though this is less frequently the case than with roof-mounted systems. More specifically, ground-mounted systems tend to be allowed in lower-density districts where there is likely to be larger parcels with larger yards that can accommodate the accessory structure on-site. [End of commentary]

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## PUBLIC ACT 116—FARMLAND DEVELOPMENT RIGHTS PROGRAM

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The Michigan Department of Agriculture and Rural Development (MDARD) administers the Michigan Farmland and Open Space Preservation Program, which includes the Farmland Development Rights Program, commonly referred to as PA 116 (Public Act 116 of 1974). The PA 116 program allows a landowner to voluntarily enter into an agreement with the State to retain their land in agriculture in exchange for certain tax benefits and exemptions from various special assessments.

Prior to 2019, principal-use solar was not permitted on land enrolled in the PA 116 Farmland Preservation Program. The policy has since changed to allow landowners to put their PA 116 agreements on hold to pursue solar development if specified conditions are met.<sup>18</sup> For example, among the conditions in PA 116 are those that require the developer to maintain existing field tile, plant a cover crop that includes pollinator habitat, and post a surety bond or letter of credit with the state to ensure that solar panels will be removed, and the land will be returned to a condition that enables farming at the end of the project life. This allows farmers to take advantage of the economic opportunity presented by solar development while preserving the long-term viability of growing crops or raising livestock on that land. Under the terms of the Farmland Development Rights Agreement, it is the landowner's responsibility to work with the solar energy developer to ensure that all conditions associated with PA 116 are satisfied. Therefore, a landowner will need to address such conditions in the solar energy lease, easement, or other agreement with the developer. In some counties, as much as 80% of farmland is enrolled in PA 116.<sup>19</sup> It is important for municipalities to understand the scope of PA 116 lands within their jurisdiction.

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- 17 Derry, J., & Gilbert, E. (2020). Primary Research on Planning and Zoning for Solar Energy Systems in the State of Michigan. <https://www.canr.msu.edu/resources/primary-research-on-planning-zoning-for-solar-energy-systems-in-the-state-of-michigan>
- 18 The Farmland and Open Space Preservation Act, being PA 116 of 1974, now codified in Part 361 of the Natural Resources and Environmental Protection Act, PA 451 of 1994. <http://legislature.mi.gov/doc.aspx?mcl-451-1994-III-1-LAND-HABITATS-361>. Also see: [https://www.michigan.gov/mdard/0,4610,7-125-1599\\_2558---,00.html](https://www.michigan.gov/mdard/0,4610,7-125-1599_2558---,00.html)
- 19 MDARD Farmland Preservation Program (PA116) Percentage of Farmland Enrolled by County. [https://www.michigan.gov/documents/mdard/PA116\\_Enrollment\\_Map\\_531166\\_7.pdf](https://www.michigan.gov/documents/mdard/PA116_Enrollment_Map_531166_7.pdf)



*Rooftop SES, Petoskey, Michigan. Photo by Richard Neumann.*

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## PRIVATE RESTRICTIONS

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Private restrictions, such as homeowners' association (HOA) rules, deed restrictions, or architectural standards within a subdivision or condominium development, can limit the installation of SES regardless of local government plans and ordinances. Local governments can work with neighborhood associations, sharing sample rules that allow for SES on individual properties and attempting to align the goals of the association with existing local policy. An additional possibility would be to include a requirement in one's zoning ordinance that all new residential developments must allow rooftop solar as a permitted use in the development.

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## ZONING FEES AND ESCROW POLICY

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The local resolution governing permit fees and review costs should be updated to include SES upon adoption of a zoning amendment regulating the use. The Michigan Zoning Enabling Act authorizes the legislative body to adopt reasonable fees for zoning permits.<sup>20</sup> The permit fee amount must be set by the legislative body to cover anticipated actual cost of the application review and not more.

To encourage the adoption of solar energy, some communities waive or reduce zoning fees for some types of systems. Within the SolSmart certification program, for example, communities can earn points toward certification by waiving or exempting fees for residential solar permit applications.

For large utility-scale SES, though, a community might consider using escrow funds deposited by the applicant to recover the expense of hiring outside reviewers, such as an attorney, engineer, or planning consultant. An escrow policy provides a mechanism for the community to anticipate the costs associated with reviewing a complex application. Prior to requiring escrow funds for a zoning application review, the legislative body must first adopt an escrow policy by resolution.<sup>21,22</sup> Among other things, an escrow policy establishes administrative guidelines for spending, replenishing the escrow below a certain balance, and returning remaining funds.

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20 Michigan Zoning Enabling Act, Act 110 of 2006, MCL 125.3406, <http://legislature.mi.gov/doc.aspx?mcl-125-3406>

21 *Forner v. Allendale Charter Twp.* Court: Michigan Court of Appeals, 2019 Mich. App. LEXIS 576, 2019 WL 1302094 (March 21, 2019, Decided), Unpublished Opinion No. 339072, <http://www.michbar.org/file/opinions/appeals/2019/032119/70094.pdf>

22 Charter Township Act, PA 359 of 1947. <http://legislature.mi.gov/doc.aspx?mcl-Act-359-of-1947>. Revised Statutes of 1846. <http://legislature.mi.gov/doc.aspx?mcl-R-S-1846-41-1-16>



*Langeland Farms SES. Photo by M. Charles Gould.*

## OTHER PERMIT PROCESSES

The planning commission can serve in a coordinating role to ensure additional required permits are obtained before planning commission review and approval. For example, the application may include mitigation measures to minimize potential impacts on the natural environment, including but not limited to wetlands and other fragile ecosystems, historical sites, and cultural sites. In addition to local zoning permits, solar energy developments may require permits from other agencies, including:

- **Department of Environment, Great Lakes, and Energy (EGLE)** if the project affects waters of the state, such as wetlands, streams, or rivers.<sup>23</sup>
- **U.S. Fish and Wildlife Service (USFWS)** for the Endangered Species Act or migratory flyways.<sup>24</sup>
- **Federal Aviation Administration (FAA)** for projects on or within the vicinity of an airport to determine if any safety or navigational problems are present.<sup>25</sup>
- **Municipal or County Soil Erosion Permitting Agency** if the project is one or more acres in size, or is within 500 feet of a lake or stream.<sup>26</sup>
- **Tax Assessor** or zoning administrator for land division approval if leasing less than 40 acres or the equivalent for more than one year.<sup>27</sup>
- **Building Department** for required building, electrical, and mechanical permits.<sup>28</sup>
- **Local Airport Zoning**, for projects within 10-miles of a local airport.<sup>29,30</sup>

23 Parts 301 and 303 of the Natural Resources and Environmental Protection Act, PA 451 of 1994. <http://legislature.mi.gov/doc.aspx?mcl-451-1994-III-1-INLAND-WATERS>

24 Federal laws administered by the USFWS: Endangered Species Act (ESA); Bald and Golden Eagle Protection Act (BGEPA); Fish and Wildlife Coordination Act (FWCA). See: <https://www.fws.gov/ecological-services/energy-development/laws-policies.html>

25 Part 77 (Airspace Review) of Title 14 of the Code of Federal Regulations. [https://www.faa.gov/airports/environmental/policy\\_guidance/media/FAA-Airport-Solar-Guide-2018.pdf](https://www.faa.gov/airports/environmental/policy_guidance/media/FAA-Airport-Solar-Guide-2018.pdf)

26 Soil Erosion and Sedimentation Control. [https://www.michigan.gov/egle/0,9429,7-135-3311\\_4113-8844--,00.html](https://www.michigan.gov/egle/0,9429,7-135-3311_4113-8844--,00.html)

27 Michigan Land Division Act, PA 288 of 1967, definition of 'Division' – MCL 560.102(d). <http://legislature.mi.gov/doc.aspx?mcl-560-102>

28 When a project is developed or owned by a private entity, local construction permits are required. If the project is owned by a regulated utility, then local building and electrical permits may not be required but projects are instead regulated by the Michigan Public Service Commission. See Stille-Derossett-Hale Single State Construction Code Act, PA 230 of 1972, MCL 125.1502a(1)(bb), <http://legislature.mi.gov/doc.aspx?mcl-125-1502a>; and 2015 Michigan Building Code, 1.105.2.3 Public Service Agencies, [https://www.michigan.gov/lara/0,4601,7-154-89334\\_10575\\_17550-234789--,00.html](https://www.michigan.gov/lara/0,4601,7-154-89334_10575_17550-234789--,00.html)

29 Airport Zoning Act, Act 23 of 1950. <http://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-23-of-1950-ex-sess-.pdf>

30 Michigan Zoning Enabling Act, Act 110 of 2006, MCL 125.3203, <http://legislature.mi.gov/doc.aspx?mcl-125-3203>

# SCALES & COMPONENTS



*Ground-mounted monopole SES. Photo by Bradley Neumann.*

This section discusses SES across a range of sizes, scales, configurations, and related components. SES cannot be treated uniformly by local governments because the scale of installations and energy generation capacity can vary dramatically. For example, a small solar panel powering a streetlight might be exempt from regulation, while a large-scale photovoltaic SES, providing power to the grid through a system of components, likely would require rigorous local review.

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## TYPES

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Solar energy generation for distribution to the grid is a unique land use, at both the large and small scale. As such, these developments should be clearly defined as a separate land use within a zoning ordinance. Treating all scales of SES the same may unnecessarily restrict accessory and small scale installations. In addition, solar developments are scalable and can be sited across many zoning districts. Therefore, in zoning ordinances, SES should be expressly defined

as distinct land uses at the different system scales that the community desires (e.g. accessory use vs. principal use, small SES vs. large SES, ground-mounted SES vs. roof-mounted SES, etc.).

The first distinction to consider for SES is accessory use versus principal use.

**Accessory:** These SES are accessory to the primary use of a property, such as a residence or a commercial building, and provide electricity that is intended for use by a primary structure located on the same parcel as the SES. Accessory systems can range in size and configuration. They typically range from being small enough to power an exterior light fixture to being large enough to power electricity for multiple buildings, for instance livestock or equipment barns. On-site (or distributed-generation) systems can be affixed to the roof of a building or can be freestanding, ground-mounted structures.

**Principal:** Principal-use SES developments generate electricity distributed off-site through the grid and exported to a wholesale utility market. These projects occupy single or multiple large parcels of land and are typically the primary use on the site. These SES vary greatly in size, covering as little as an acre to thousands of acres. In addition, SES have two primary configurations: ground-mounted and roof-mounted.

**Roof-Mounted:** A roof-mounted SES has solar panels affixed to a racking system on the roof of a building, which may be a residential, agricultural, institutional, commercial, or industrial building. Roof-mounted panels can be installed parallel to the roof surface, like a solar shingle, or protrude from the roof at an angle, like an awning. A roof-mounted SES typically has fixed mounts that do not rotate throughout the day to track the sun. By definition, roof-mounted systems are accessory structures relative to the principal use of the building.

**Ground-Mounted:** A ground-mounted SES has solar panels affixed to a racking system on support posts. These posts are most commonly driven into the ground, without requiring excavation for a concrete foundation. However, in cases where the soil cannot be penetrated, such as with a brown-field or capped landfill, ground-mounted SES can also be designed with ballasted supports that sit atop the ground. A ground-mounted SES may be fixed (i.e., stationary) or have single- or double-axis trackers to follow the sun throughout the day. While nearly all principal-use SES are ground-mounted, some accessory SES may be ground-mounted, too. For example, solar parking canopies are becoming more common in Michigan and present unique characteristics as compared to a typical ground-mounted SES.

These characteristics include unique panel height, vehicle support-post collision mitigation, lighting, and site configurations. Ground-mounted SES can also be distinguished by scale, which we define in this guide to be ‘large’ or ‘small’.

## SCALES

As mentioned, even principal-use SES can vary greatly in size, covering as little as an acre to thousands of acres. Because of this variation in the size and impact on a site, many communities may choose to distinguish between small and large principal-use SES in their ordinances. To be sure, there is no established definition of “small” or “large,” and for other industry or taxation purposes, large- and small-scale distinctions may differ.

In assisting a community in making a distinction between scales of SES based on size, Table 1 (below) illustrates common SES outputs measured in megawatts (MW) of direct current (DC)<sup>31</sup> and the average acreage of land required to host an SES of that output.<sup>32</sup> Larger projects have a higher variability in land required per megawatt (5-10 acres per MW DC)<sup>33</sup>, depending on how many parcels are involved and the layout of solar panels within them.

**Table 1. Comparison Chart: Megawatt Outputs to Acreage Needed**

Megawatts (DC)	Acres
1 MW*	5-10
2 MW	10-20
20 MW	100-200
100 MW	500-1,000
200 MW	1,000-2,000

\*The current national average (through 2018) number of homes powered by 1 MW of solar is 190. Since SEIA began calculating this number in 2012 it has ranged from 150 - 210 homes/MW.<sup>34</sup>

31 Solar output can also be measured in alternating current (AC), often for taxation or regulatory policies. An SES will have a higher MW DC rating than MW AC rating since there are some losses when inverting power from DC to AC to connect to the grid.  
 32 Ong, S., Campbell, C., Denholm, P., Margolis, R., and Heath, G. 2013. Land-Use Requirements for Solar Power Plants in the United States. National Renewable Energy Laboratory, Technical Report NREL/TP-6A20-56290. Table ES-1, Page v. Source: <https://www.nrel.gov/docs/fy13osti/56290.pdf>. Retrieved August 27, 2021.  
 33 Solar Energy Industries Association (SEIA). (2021). Siting, Permitting & Land Use for Utility-Scale Solar. <https://www.seia.org/initiatives/siting-permitting-land-use-utility-scale-solar>  
 34 SEIA. (2021). What's in a Megawatt? <https://www.seia.org/initiatives/whats-megawatt>



*(Clockwise from top right) Ground-mounted SES with grazing (sheep) by Mary Reilly; park outbuilding, rooftop SES in winter, demonstration array, all by Bradley Neumann.*

In this guide, the scale threshold between small and large principal-use SES is 2MW (or approximately 20 acres). Currently, there are dozens of SES projects of 2MW and less being developed in the state.<sup>35</sup> These have largely been well-received by local communities, suggesting they fit within the character of the landscapes in which they are proposed. Small systems 2MW or under (or 20 acres) could be permitted by right after an administrative site plan review (see discussion below). Each community, though, should

determine what the right demarcation of scale is between small and large principal-use SES given the community's context. In an urban environment, where parcels are smaller, the threshold to classify as a large principal-use SES may be smaller projects of fewer megawatts. In a community abundant with rural land or experience with expansive developments, a larger MW or acreage threshold for large projects may be more appropriate.

<sup>35</sup> Most of these small projects are sized so that they can be considered "qualifying facilities" under PURPA, a federal law enacted in 1978, intended to diversify electricity generation. Specific capacity (MW) thresholds to receive the "standard offer tariff" vary from utility to utility. The current standard offer capacity threshold and more about PURPA can be found on the Michigan Public Service Commission's website: [https://www.michigan.gov/mpsc/0,9535,7-395-93309\\_93439\\_93463\\_93723\\_93730-406273--,00.html](https://www.michigan.gov/mpsc/0,9535,7-395-93309_93439_93463_93723_93730-406273--,00.html)

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## COMMON SOLAR COMPONENTS

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All SES require equipment to operate properly, although this equipment may differ based on the scale and configuration of the system. Besides the solar array panels/modules themselves, four common types of equipment are included with an SES: an inverter, a battery system (if in use), racking, and wiring. There are also other ‘balance of system’ components that may or may not be present: combiner boxes, disconnect switches, a weather station, performance monitoring equipment, and transformers.

**Solar Panels:** Photovoltaic solar panels convert light (photons) to electricity (voltage). The vast majority of today’s solar panels are made of silicon solar cells. An individual solar panel is typically assembled on racking to function with other panels as part of an array. Commercial solar panels are constructed with one or more anti-reflective coatings often made of magnesium fluoride (MgF<sub>2</sub>). Anti-reflective coatings have been highly improved in the last 20-30 years to ensure that panels maximize how much light reaches the photovoltaic cells. Glare from modern solar panels is insignificant and local regulation, even adjacent to airports, is not always required.

**Inverter:** Inverters convert direct current (DC) electricity generated by photovoltaic modules into alternating current (AC) electricity that is compatible with batteries and the electrical grid.<sup>36</sup> Some inverters produce sound when in operation, which can often be managed with proper placement based on the sound pressure they produce. Communities may choose to adopt sound regulations to influence the placement and design of inverters within an SES.<sup>37</sup>

**Battery:** Some homeowners or solar developers include batteries in their solar installations, allowing the solar energy to be stored and used at later times when it is needed (such as at night). These on-site batteries make solar energy more accessible and reliable as an electricity source, and are becoming increasingly common for all scales of SES as per-unit costs of batteries decline. Batteries can vary in size depending on the level of storage needed and may also vary in their location on the site. For accessory systems, the batteries may be within the residence itself.

**Racking:** As described above, SES may be ground- or roof-mounted. The frames, support posts, foundations (if required), and hardware used to secure solar panels and other SES equipment is often collectively referred to as “racking.”

**Wiring:** Solar panels are wired together to create an electrical circuit that allows current to flow through the component parts. Wiring extends beyond the panels to inverters, batteries, electronic devices, transformers, and/or distribution lines, depending on whether the SES generates electricity for use on-site or export to the electrical grid. Wiring between solar components may be underground.

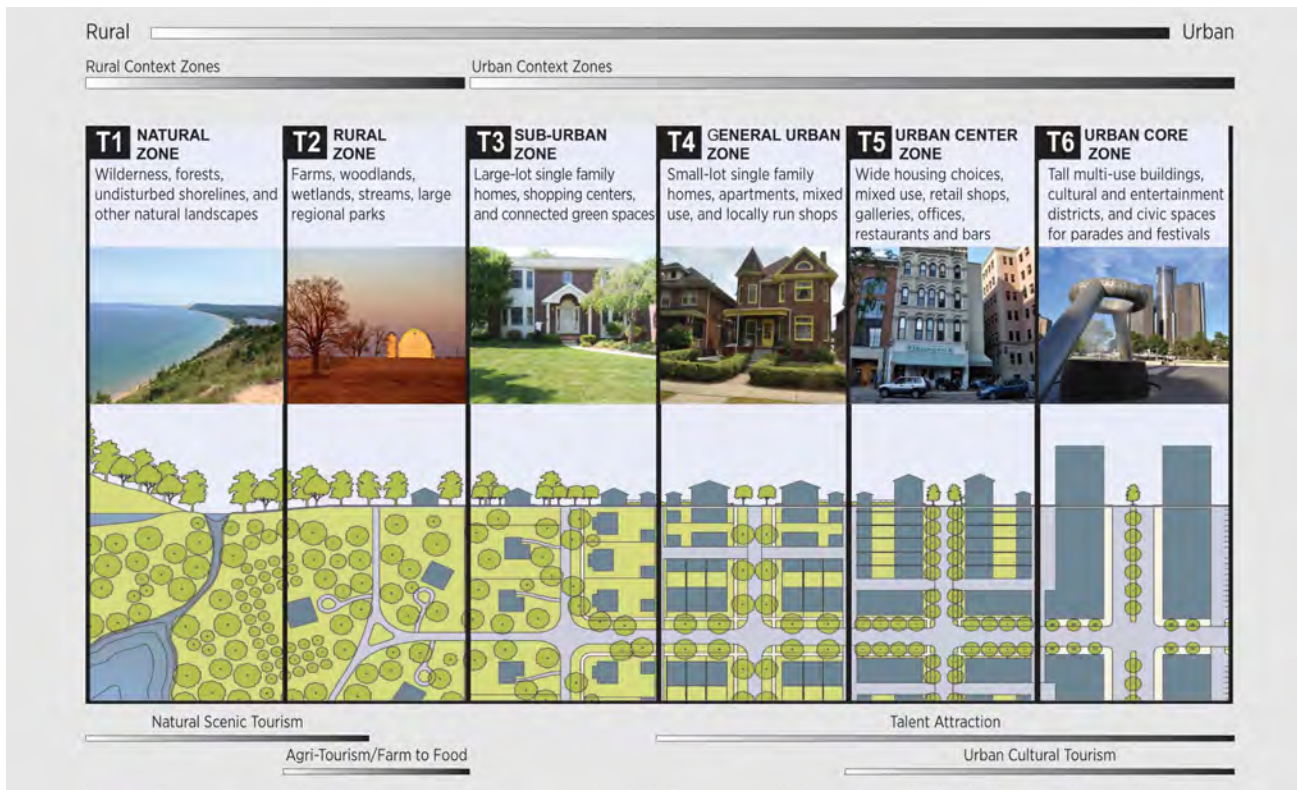
Other components related to larger SES include transformers and substations for connecting to transmission lines that serve the electrical grid. Often solar developers connect to existing substations, but sometimes developers propose new or upgraded substations or transmission-line extensions as part of the SES. Transformers in substations increase voltage to higher levels for more efficient transmission over long distances. Transformers may produce low audible noise, so they may be subject to local government regulations applying to substations.

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36 U.S. Department of Energy, Office of Energy Efficiency & Renewable Energy. Solar Integration: Inverters and Grid Services Basics. <https://www.energy.gov/eere/solar/solar-integration-inverters-and-grid-services-basics>

37 Kaliski, K., I. Old, and E. Duncan. An overview of sound from commercial photovoltaic facilities. June 29-July 1. NOISE-CON 2020. <https://rsginc.com/wp-content/uploads/2021/04/Kaliski-et-al-2020-An-overview-of-sound-from-commercial-photovoltaic-facilities.pdf>

# LAND-USE CONSIDERATIONS



**Fig 1. Rural-to-Urban Transect.** Credit: DPZ CoDesign; MSU Extension

From left to right in **Figure 1**, above, the landscape shifts from a natural zone (T1), which can be wilderness, woodlands, wetlands, or other naturally occurring habitats, gradually transitioning in intensity-of-use to the urban core where we find our large urban centers. The remaining transect zones depicted in Figure 1 include rural farmland and open space areas (T2), suburban developments (T3) and general urban zones (T4, T5, T6), including traditional walkable neighborhoods and smaller historic downtowns. By taking a transect-based view of a community, policymakers can consider SES scales and configurations relative to the development pattern(s) in a community to determine the most appropriate regulation of SES by landscape type (vs. specific individual land use).












Solar energy systems (SES) can be of different scales and configurations within a community. As used in this document, the four basic scales of SES are roof-mounted, accessory ground-mounted, small principal-use, and large principal-use. Ultimately, the compatibility of an SES at a given site depends on its scale relative to the pattern and density of the surrounding physical and built environment. Zoning, as a local regulatory mechanism, can mitigate the impacts of SES if standards are appropriately tailored to the various development patterns of a community.

To better understand how SES can be integrated into existing development patterns in a community, it is

helpful to understand and apply the ‘transect’ to illuminate the multiple intersections of solar configurations and scales possible across a range of natural to urban landscapes. The Rural-to-Urban Transect, depicted in Figure 1, is an urban planning model that defines a series of zones that transition from natural and sparse rural farmhouses to the dense urban core of a large regional city.<sup>38</sup> In the figure, the dark gray boxes are built structures served by light gray roadways and surrounded by green natural open space or trees. There is an elevation or profile view across the top ‘horizon’ line of each transect and a plan or aerial view of the same landscape just below.

38 For more background on the Rural-to-Urban Transect, visit the Center for Applied Transect Studies website at: <https://transect.org/>.



Solar Energy System Type	Natural	Rural	Urban	General Urban
Accessory Roof Mounted				
Accessory Ground Mounted				
Principal Use (Small)				
Principal Use (Large)				

**Fig 2. Examples of Solar Energy System Types across the Transect**

**Figure 2** provides a visual depiction of the type and scale of SES that exhibit predominant factors for compatibility in a given setting. For example, while it's not generally appropriate to develop a large or small principal use SES in a natural wilderness area (T1), it may be more appropriate to allow roof-mounted SES in that transect to serve park structures and accessory equipment within this landscape. Similarly, compatible siting of SES can occur in the suburban transect zone (T3) with a full range of SES types and scales, such as a roof-mounted system on a hotel, an accessory ground-mounted SES carport, or a large or small principal use system at an office park. Regardless of whether a community uses transect-based zoning terminology in the master plan or zoning ordinance, the transect framework is helpful in developing community goals related to the logical placement and installation of SES across varying landscapes of a community.

Table 2 – SES Scale and Type as applied to Example Zoning Districts

Example Zoning District:	Resource Production / Agricultural	Low-Density Residential	Commercial / Office	Industrial	Medium-Density Residential	Mixed Use
Roof-Mounted	P	P	P	P	P	P
Accessory Ground-Mounted	P	P	P	P	P	P
Principal Use (Small)	SPR	SLU	SPR	SPR	SLU	SPR
Principal Use (Large)	SLU	X	SLU	SLU	X	X

P = Permitted Use (zoning standards apply); SPR = Site Plan Review; SLU = Special Land Use; X = Not Permitted

Understanding that various types of SES can exist (or not exist) compatibly within natural, rural, suburban, and urban land-use transects, communities with conventional, use-based zoning ordinances will need to determine the SES type and scale that best fits in each zoning district. This determination must include the approval mechanisms by which the types of SES will be allowed. See Table 2 for one approach to applying SES types and scales across a range of six common zoning districts and the zoning approval processes that might be used. Table 2 suggests permitting processes for the four main SES types. For instance, roof-mounted and accessory ground-mounted systems are likely appropriate across the transect and can be allowed as a use by right in all zoning districts. Small principal-use SES are similarly permitted across the transect, but the approval process varies depending on the context. In zoning districts where there is concern about compatibility with existing land uses, a special land-use (SLU) permit issued after planning commission review provides the most protection for existing and adjacent land uses. However, small principal-use SES might also fit within certain zoning districts without much concern and therefore can also be permitted through site plan review (SPR) performed by the zoning administrator. Lastly, large principal-use SES are permitted by SLU in many, but not all, zoning districts due to compatibility concerns with existing land uses and development patterns. For instance,

it could be counter to the master plan and intent of the zoning district for a large principal-use SES to be sited in a walkable, mixed-use district. Each community, though, should tailor the SES type and scale to its own development patterns, transect zones, or zoning districts and assign the appropriate zoning approval process to each.

Overlay zoning is an optional approach to proactively establish the potential location of small or large principal-use SES.<sup>39</sup> Overlay zoning is often used to create a standard set of regulations to address unique needs of one type of land use by placing a second regulatory zoning district on top of the existing zoning map. This approach might be useful if the majority of the land in the community is under the same zoning designation (e.g., agricultural or ag-residential), and the community finds SES are appropriate in some, but not all, areas of that district. For example, the community may determine an SES overall to be most appropriate near existing electrical transmission lines or substations, or in sections of an ag-residential district without substantial residential development. In addition to defining the regulations for the overlay district within the zoning ordinance text, communities who opt to use overlay zoning to regulate SES should also proactively apply the overlay district to their zoning map. The boundaries of the overlay should be supported by the master plan with analysis of the solar resource, location of

39 American Planning Association. Property Topics and Concepts. <https://www.planning.org/divisions/planningandlaw/propertytopics.htm>

existing energy infrastructure, slopes, unique natural features, capabilities of the land/soil, current development patterns, and more.

**COMMENTARY:** Ethics and Conflict of Interest: Because large principal-use SES may cover hundreds of acres of land, it is not unusual for local elected officials or planning commission members' properties to be included in a project. The legislative body or planning commission may have existing rules or bylaws on what constitutes a conflict of interest for its members and how a conflict of interest is handled. Planning commissions are required to have bylaws with rules on handling conflict of interest.<sup>40</sup> If no such rules or bylaws are in place, they should be established and would apply to all matters before the board or commission. Involvement of the community's attorney that is experienced in municipal (planning and zoning) law is advised when a conflict of interest issue presents itself for one or more board members or planning commissioners. [End of commentary]

## FARMLAND CONSIDERATIONS

When a large principal-use SES is proposed on agricultural land, there are sometimes concerns about whether the operation is a wise use of farmland and whether the land will be able to be farmed during or at the end of the solar project's life. While this question is rarely asked of other land uses in farming communities (for example, residential subdivisions are often allowed in agricultural districts and that land would not be readily farmed again), given the scale of solar projects on the horizon and that prime farmland and other important farmlands are a limited commodity,<sup>41</sup> it is a reasonable concern.

There is nothing inherent in solar development that would make the land unfarmable: the panels and support posts can all be removed. Driving paths between arrays or concrete pads on which the inverters sit will result in soil compaction and should be mitigated upon decommissioning, but these tend to be relatively small percentages of land area for an SES. A bigger concern for returning a solar site to crop production is site design standards, such as the choice of stormwater management practices, the extent and type of landscaping, and the use of berms as a screening mechanism. Movement of topsoil or planting of trees may jeopardize the ability to farm the land in the future. The guidelines outlined in this sample ordinance and also presented in PA 116—to maintain the field tile and plant pollinator habitat—help ensure that the land can be farmed again the future.

Some local governments have proposed going even further, prohibiting solar energy development on particular classes of farmland. The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) uses eight categories to classify the suitability of soils to grow most kinds of field crops. In general, Class I through Class IV are suitable for cropland use while Class V through Class VIII are suitable for permanent vegetation (i.e., no tillage).<sup>42</sup> However, if land is predominantly Class III or higher, it might be considered marginal farmland, and therefore could be considered less valuable for long-term agricultural use—raising fewer concerns about the appropriateness of solar energy development. In communities where prohibitions based on soil classification extend to other land uses (e.g., residential developments, golf courses, airstrips), this may be reasonable based on a master plan that includes farmland preservation goals and recommends farmland protection zoning techniques and other farmland preservation tools, such as Michigan's farmland purchase of development rights program. However, if soil classification-based prohibitions only apply to large principal-use SES, this approach may be vulnerable to legal challenges.

40 MCL125.3815. <http://legislature.mi.gov/doc.aspx?mcl-125-3815>. Also see MSU Extension Sample Bylaws for a Planning Commission: [https://www.canr.msu.edu/resources/sample\\_1e\\_bylaws\\_for\\_a\\_planning\\_commission](https://www.canr.msu.edu/resources/sample_1e_bylaws_for_a_planning_commission)

41 Other farmland classifications to consider include: farmland of statewide importance, farmland of local importance, unique farmland, and prime farmland if drained. <https://websoilsurvey.sc.egov.usda.gov>

42 USDA NRCS. Land Capability Class, by State. 1997. [https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/technical/nra/?cid=nrcs143\\_014040](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/technical/nra/?cid=nrcs143_014040)

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## AGRICULTURE DUAL USE

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“Dual use” is the integration of solar panels in an agricultural system in a way that enhances a productive, multifunctional landscape.<sup>43</sup> Dual use can take many forms in agricultural areas, and while there are numerous examples of successful co-located projects, it isn’t the default practice for every solar development, and may not always be possible or desired by property owners. Perhaps the most overt combination of solar and agriculture working together is through an “agrivoltaic” system that combines raising crops for food, fiber, or fuel, and generating electricity within the project area to maximize land use. Careful planning and evaluation is needed when designing the configuration of solar arrays for specialty crop production.

Grazing animals under and around solar arrays is another example of dual use. Grazing sheep is a practice that keeps land in active agricultural production and effectively manages vegetation.<sup>44</sup> A 2018 report from the David R. Atkinson Center for a Sustainable Future at Cornell University concluded that utilizing sheep for site vegetation management resulted in, “2.5 times fewer labor hours than mechanical and pesticide management on site.”<sup>45</sup> Tampa Electric reported a 75% cost savings over traditional mowing at its solar sites.<sup>46</sup> However, grazing sheep requires careful site design (to ensure that livestock is compatible with project infrastructure), as well as vegetation planning (so that the right forages are planted and the proper

rotational grazing system is implemented).<sup>47,48,49</sup> Done successfully, solar grazing can support the livelihoods of veterinarians, feed suppliers, and other parts of the rural agriculture economy.

Agrivoltaics and grazing are not the only ways that SES can support agricultural landscapes and economies.<sup>50</sup> Another dual use is planting groundcover that is compatible with solar panels and provides a variety of other ecosystem services of value. Examples include planting vegetation that provides food sources for pollinators or selecting plant species that provide ecological services, such as carbon sequestration, increased soil health, habitat preservation, or water quality improvements.<sup>51</sup> Though some existing solar projects may already provide stacked ecological services, research is just now underway to quantify some of these co-benefits. In the interim, SES systems that integrate plant species and practices compatible with conservation-cover standards should be treated as dual use, as they provide the ecological benefits of these farm management practices along with clean energy.

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- 43 Low-Impact Solar Development Basics. Innovative Site Preparation and Impact Reductions on the Environment. <https://openei.org/wiki/InSPIRE/Basics>
  - 44 Hartman, David. (2021). Sheep Grazing to Maintain Solar Energy Sites in Pennsylvania. Penn State Extension. <https://extension.psu.edu/sheep-grazing-to-maintain-solar-energy-sites-in-pennsylvania>
  - 45 Kochendoerfer, N., Hain, L., and Thonney, M.L. (2018). The agricultural, economic and environmental potential of co-locating utility scale solar with grazing sheep. David R. Atkinson Center for a Sustainable Future, Cornell University. [https://cpb-us-e1.wpmucdn.com/blogs.cornell.edu/dist/f/6685/files/2015/09/Atkinson-Center-report-2018\\_Final-22l3c5n.pdf](https://cpb-us-e1.wpmucdn.com/blogs.cornell.edu/dist/f/6685/files/2015/09/Atkinson-Center-report-2018_Final-22l3c5n.pdf)
  - 46 Utility Dive Does a Deep Dive on Solar Grazing. (2020). ASGA. <https://solargrazing.org/utility-dive-does-a-deep-dive-on-solar-grazing/>
  - 47 Agricultural Integration Plan: Managed Sheep Grazing & Beekeeping. (2020). [https://www.edf-re.com/wp-content/uploads/004C\\_Appendix-04-B.-Agricultural-Integration-Plan-and-Grazing-Plan.pdf](https://www.edf-re.com/wp-content/uploads/004C_Appendix-04-B.-Agricultural-Integration-Plan-and-Grazing-Plan.pdf)
  - 48 Cassida, K. and Kaatz, P. (2019). Recommended Hay and Pasture Forages for Michigan. Extension Bulletin E-3309. Michigan State University. <https://forage.msu.edu/wp-content/uploads/2019/11/E3309-RecommendedHayPastureForagesForMichigan-2019.pdf>
  - 49 Undersander, D., Albert, B., Cosgrove, D., Johnson, D., and Peterson, P. (2002). Pastures for Profit: A Guide to Rotational Grazing. Extension bulletin A3529. University of Wisconsin-Extension and Minnesota Extension Service. [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb1097378.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1097378.pdf)
  - 50 A Guide to Solar Energy in Vermont’s Working Landscape. (2020). The University of Vermont Extension. [https://www.uvm.edu/sites/default/files/The-Center-for-Sustainable-Agriculture/resources/solar\\_energy\\_vt\\_working\\_landscape.pdf](https://www.uvm.edu/sites/default/files/The-Center-for-Sustainable-Agriculture/resources/solar_energy_vt_working_landscape.pdf)
  - 51 Steinberger, K. (2021). Native Plant Installation and Maintenance for Solar Sites. The Nature Conservancy. <https://www.nature.org/content/dam/tnc/nature/en/documents/Native-Plant-Management-at-Solar-Sites.pdf>



*Ground-mounted SES with grazing (sheep). Photo by M. Charles Gould.*

**COMMENTARY:** As of January 1, 2021, the sheep and lamb inventory in Michigan was 87,000 head.<sup>52</sup> Of that 87,000 head, 47,000 are ewes.<sup>53</sup> By 2024, there will be a total of 1,188 megawatt (MW) of solar online.<sup>54</sup> Assuming a principal-use SES requires eight acres per MW of generating capacity, 9,504 acres could potentially be grazed.<sup>55</sup> At a stocking rate of three mature ewes per acre, 28,512 ewes would be needed to manage the vegetation of all solar projects currently online or going online through 2024.<sup>56</sup> While there are more than enough ewes to service these solar projects, the sheep inventory in the state is at grazing equilibrium. Solar projects that are suitable for grazing could spur an increase in the sheep and lamb inventory in Michigan. Because ewes can have multiple lambs, the state's sheep industry has the capacity to expand to meet this demand. Furthermore, over half of the lamb and mutton supply is currently imported<sup>57</sup>, and with the largest livestock harvesting facility east of the Mississippi in the Detroit area, there are opportunities to replace imported meat with the increased lamb and sheep inventory. [End of commentary]

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- 52 U.S. Department of Agriculture. Sheep and Goat Inventory News Release [NR-21-07]. (February 2021). [https://www.nass.usda.gov/Statistics\\_by\\_State/Michigan/Publications/Current\\_News\\_Release/2021/nr2107mi.pdf](https://www.nass.usda.gov/Statistics_by_State/Michigan/Publications/Current_News_Release/2021/nr2107mi.pdf)
- 53 USDA NASS Great Lakes Region. 2021. News Release: Sheep and Goat Inventory NR-21-07. Found at [https://www.nass.usda.gov/Statistics\\_by\\_State/Michigan/Publications/Current\\_News\\_Release/2021/nr2107mi.pdf](https://www.nass.usda.gov/Statistics_by_State/Michigan/Publications/Current_News_Release/2021/nr2107mi.pdf). Retrieved July 28, 2021.
- 54 Correspondence on March 5, 2021 with Julie Baldwin, Manager, Renewable Energy Section of the Michigan Public Service Commission.
- 55 SEIA. Siting, Permitting & Land Use for Utility-Scale Solar. <https://www.seia.org/initiatives/siting-permitting-land-use-utility-scale-solar>.
- 56 U.S. Department of Agriculture. Grazer's Math, With Apologies. <https://app.box.com/s/x9zv3yvili2w0l7xbh8lcl2cgn71meh6>
- 57 USDA Economic Research Service. <https://www.ers.usda.gov/topics/animal-products/sheep-lamb-mutton/sector-at-a-glance/>. Retrieved July 28, 2021.

## SOLAR ON BROWNFIELDS AND GRAYFIELDS

A recommended practice is to use regulation to encourage the siting of SES on land that is difficult to develop or marginal for other uses. Examples of marginal land include brownfield sites, capped landfills, grayfield sites (previously developed property), and required safety buffer areas around industrial sites. On brownfields or capped landfills, solar development can allow productive use of land that might be compromised or have other development challenges. Solar arrays can be designed to avoid penetrating the ground and don't require as much remediation as other kinds of development. In a similar vein, development of solar on grayfield sites can provide an economic development opportunity for land that is otherwise disadvantaged from a redevelopment perspective.

While the use of marginal land for solar energy development is recommended, it is not a common practice, particularly among large SES, for a range of reasons.<sup>58</sup> One reason is that most of these marginal lands are smaller than the preferred 100+ acres for a more typical SES, and these smaller sites typically do not allow for achieving economies of scale. Even when solar developers are building a smaller-scale project, developing on a brownfield site may require using ballasted support structures (rather than driven posts), which can be more expensive, or may require a less-than-ideal panel layout. Communities wanting to attract solar development to marginal lands may need to reduce other costs or barriers to development, such as expediting review and permitting, providing land at low or no cost, decreasing required setbacks, or providing other incentives, including offering property tax incentives where that is allowed. While Michigan has seen modest development of solar on brownfields to date, other states (for example, Massachusetts and New York) are purposely targeting such development as a land-use and local economic development strategy.<sup>59</sup>

## CO-LOCATION WITH OTHER LAND USES

When evaluating how SES might fit into a community, one important consideration is how compatible an SES would be with the surrounding landscape and existing land use. Solar co-location is a signature concept for local regulation. The notion of co-location allows for solar energy production to be in parallel with another use.

For example, parking lots may be outfitted with solar carports as accessory structures (see extended commentary for some case studies). Other examples of co-location of SES include siting solar arrays at public school sites or other institutional grounds and in highway rights-of-way and the open space at airports. With the road network, an SES within a highway or freeway right-of-way might be deployed to power a specific piece of equipment, such as a sign, light, or meteorological station. Given their ample landholdings, airports may be ideally poised for solar installation, and have successfully installed SES as both ground-mounted and roof-mounted systems. The three primary issues regulated by the Federal Aviation Administration (FAA) are reflectivity and glare, radar interference, and the physical penetration of panels into airspace. Guidance provided by the FAA helps airport operators understand the considerations they should make in deploying solar, including when glare studies are required.<sup>60</sup>



*Coldwater Solar Field Park.  
Image courtesy of City of Coldwater, MI.*

58 Schaap, B., Dodinval, C., Husak, K., & Sertic, G. (2019). Reducing Barrier to Solar Development on Brownfields. Retrieved from: <http://graham.umich.edu/product/reducing-barriers-solar-development-brownfields>.

59 See: Solar Massachusetts Smart Target Program. <https://www.mass.gov/info-details/solar-massachusetts-renewable-target-smart-program> and NYSERDA Solar Guidebook for Local Governments.

60 Federal Aviation Administration. (2018). Technical Guidance for Evaluating Selected Solar Technologies on Airports. [https://www.faa.gov/airports/environmental/policy\\_guidance/media/FAA-Airport-Solar-Guide-2018.pdf](https://www.faa.gov/airports/environmental/policy_guidance/media/FAA-Airport-Solar-Guide-2018.pdf)

**COMMENTARY:** The use of parking lots for co-location of solar energy systems is a growing trend around the country. These dual-use situations provide unique opportunities and challenges to local governments interested in encouraging their installation.

In many situations, regulations are silent on co-location opportunities. Communities sometimes struggle to identify the land-use regulations that should apply. The following examples, which come from three different underlying land uses, show how co-location opportunities can be encouraged on surface parking infrastructure for existing uses. These summaries are based on personal interviews related to MSU research.

**Case Study—Michigan State University (MSU), East Lansing, MI** | Michigan State University (49,000 students) has the largest solar carport development project in the state (2020). Over 5,000 parking spaces across five large commuter parking lots (34 acres total) are fitted with ground-mounted solar carports. These lots provide students, faculty, and visitors with covered space to leave their cars as they walk, bike, or use public transit to traverse the campus.

The project can generate up to 10MW—nearly 20% of total campus electricity generation. It is a key part of the university’s Energy Transition Plan, a process by which MSU reduces its dependency on fossil fuels and expands its renewable energy portfolio. According to MSU director of Planning, Design, and Construction John LeFevre, preserving green space was a large selling point for the project.

The solar carports advance land-use and energy goals by increasing the utility of existing developed sites with enough structural repetition to allow for an efficient solar-panel layout. This approach to SES development applies to universities, as well as to other larger commuter parking lots and developed grayfield sites present in many communities.

**Case Study—USA Hauling & Recycling, East Windsor, CT** | East Windsor, a town in northern Connecticut with 11,375 residents, is home to USA Hauling & Recycling, a local waste management firm. In 2018, the company requested and received permission to enact a site-plan change

for their industrial property, whereby they installed two solar carports of 25,000 and 45,000 square feet. They now operate their large compressors and recycling processes through 743kW of solar energy and protect their truck fleet with carport canopies.

The company received a prompt review from the town after amending their site plan, gaining final approval in just months. East Windsor town planner and consultant Mike D’Amato, AICP, CZEO, attributes the town’s efficient approval process to how they regulate carports—as a class of accessory structures. Within this framework, solar carports are permitted in all zoning districts that allow accessory structures. A key provision of carports is that they are exempt from setbacks and lot coverage. The net result is an abundance of community locations where solar carports are now permitted.

**Case Study—Fairbanks Museum & Planetarium, St. Johnsbury, VT** | St. Johnsbury is a town of 5,685 residents in northeastern Vermont, home to the Fairbanks Museum & Planetarium. The museum undertook an energy efficiency campaign in 2015, resulting in the installation of a 27.36kW solar car-port over an auxiliary parking lot, connected to underground batteries, in December of 2020. The project marks the end of their renewable energy transformation. According to museum director Adam Kane, energy costs have decreased from around \$15,000 per year in 2010 to \$0 in 2020.

Both Kane and St. Johnsbury zoning administrator Paul Berlejung make special mention of the town’s flexible solar regulations. There are no “restricted” or specifically permitted zoning districts in the town’s section on solar collectors. Instead, solar collectors are defined as accessory uses, with a few clearly defined provisions pertaining to setbacks, build heights, and burial of utility lines. Kane and Berlejung both noted that interactions between solar suppliers and the town are remarkably smooth, concluding that municipalities looking to incentivize solar carport construction should consider reducing the barriers to entry at the local level. [End of commentary]

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## SOLAR AND HISTORIC OR CULTURALLY SIGNIFICANT SITES

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Solar panels can have a variety of impacts on character-defining features of historic or culturally significant structures or sites. Solar collectors can obscure character-defining features of a structure, or be incompatible with a structure's roofline, exterior color, and the texture or shape of building materials. Despite these potential impacts, many Michigan communities allow for and regulate SES in historic districts and on other significant sites. It is important to allow SES on historic sites and structures in a context-sensitive way, granting the use while preserving the integrity of site aspects deemed historic or culturally significant.

Newer photovoltaic systems, including building-integrated SES, may be appropriate on the street-facing side, even in historic districts. New technology such as solar shingles can be designed and mounted to match the shape, materials, and proportions of a structure. For ground-mounted SES at a historic or culturally significant site, placement of the SES should be context-sensitive with respect to significant areas of the property.

Communities with historic district ordinances should update their ordinance to address roof and ground-mounted SES. The cities of Grand Rapids, Ypsilanti, and Manchester are a few examples that provide for

regulations that address these issues. For state or federally designated historic structures, applicants should review the U.S. Secretary of the Interior's Standards for Rehabilitation.

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## DECOMMISSIONING AND REPOWERING

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A question that commonly arises when communities are considering solar as a primary land use is what happens at the end of the solar project's life. Most solar panels are designed to operate for 25-40 years, so it is not uncommon for solar developers to have a lease or easement of roughly this length with a landowner. However, many landowner agreements include the option to extend, sometimes because there is still life left in the original panels and sometimes because the developer hopes to repower the project.

It's important to note the distinction between the two primary options at the end of a solar project's life: decommissioning and repowering. Decommissioning is the process of removing the equipment and other infrastructure associated with the project. While decommissioning is commonly a provision in a landowner's agreement with a solar developer, many communities also require review of a decommissioning plan that includes a financial commitment as part of the approval process. The decommissioning plan



*Rooftop SES, Petoskey, Michigan. Photo by Richard Neumann.*



details how the project equipment will be removed and the land restored when the contract for the SES expires, and the financial commitment guarantees there will be funding to implement the plan.

Before reaching the end of its useful life, sometimes a solar project is repowered. Repowering an SES involves refurbishing or replacing system components to allow the SES to continue operation. The expectation associated with repowering is that much of the original infrastructure (e.g., racking, access roads, wiring, etc.) may still have useful life and may be reused, even if other components have reached the end of their useful life.

**COMMENTARY:** Fundamentally, zoning approvals and permits are permanent and run with the land. A solar power project could be a temporary land use decommissioned at the end of the solar project's life, or it could be repowered through maintenance and installation of new technology. Generally, maintenance of real property is allowed within the terms of a zoning permit. What constitutes system maintenance versus work that triggers a new permit might vary from community to community. Advances in technology will certainly create circumstances in which the SES owner will be compelled to replace equipment in order to continue to efficiently produce electricity relative to project costs. Therefore, the zoning ordinance should specify if repowering triggers a review. A municipal attorney with experience in planning and zoning can help define a process to repower an SES to extend the life of the project. [End of commentary]

**MICHIGAN EXAMPLE:** Gaines Charter Township requires the following of a decommissioning plan:

**"Decommissioning:** A decommissioning plan signed by the responsible party and the landowner (if different) addressing the following shall be submitted prior to approval:

1. Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, abandonment, etc.)
  2. Removal of all non-utility owned equipment, conduit, structures, fencing, roads, solar panels, and foundations.
  3. Restoration of property to condition prior to development of the system.
  4. The timeframe for completion of decommissioning activities.
  5. Description of any agreement (e.g. lease) with landowner regarding decommissioning, if applicable.
  6. The entity or individual responsible for decommissioning.
  7. Plans for updating the decommissioning plan.
  8. A performance guarantee shall be posted in the form of a bond, letter of credit, cash, or other form acceptable to the township to ensure removal upon abandonment. As a part of the decommissioning plan, the responsible party shall provide at least two (2) cost estimates from qualified contractors for full removal of the equipment, foundations, and structures associated with the facility. These amounts will assist the township when setting the performance guarantee valid throughout the lifetime of the facility. Bonds and letters of credit shall be extended on a bi-annual basis from the date of special use permit approval."
- *Gaines Charter Township Zoning Ordinance (Kent Co.), Section 4.18 [End of example]*

# SAMPLE ZONING FOR SOLAR ENERGY SYSTEMS

The proposed sample zoning language is meant to be a starting point for dialogue between officials, staff, and residents before or during a zoning amendment process related to SES. Communities can (and should) work with their municipal attorney and a knowledgeable planner to modify the proposed sample zoning language in this document to further refine and develop regulations that fit identified community goals and are tied to master plan objectives, upon which zoning must be based.<sup>61</sup>

## DEFINITIONS

*Add to the Definitions article of the ordinance the following terms and definitions, or modify existing related definitions for consistency. Not all ordinances will require all of the following terms. Municipalities should tailor definitions to terms used in their ordinance.*

**Accessory Ground-Mounted Solar Energy System:** A ground-mounted solar energy system with the purpose primarily of generating electricity for the principal use on the site.

**Building-Integrated Solar Energy System:** A solar energy system that is an integral part of a primary or accessory building or structure (rather than a separate mechanical device), replacing or substituting for an architectural or structural component of the building or structure. Building-integrated systems include, but are not limited to, photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

**Dual Use:** A solar energy system that employs one or more of the following land management and conservation practices throughout the project site:

- **Pollinator Habitat:** Solar sites designed to meet a score of 76 or more on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites.<sup>62</sup> Alternatively, the Tier 2 Pollinator Scorecard developed by the Rights-of-Way as Habitat Working Group can be used to evaluate pollinator habitat and management practices.
- **Conservation Cover:** Solar sites designed in consultation with conservation organizations that focus on restoring native plants, grasses, and prairie with the aim of protecting specific species (e.g., bird habitat) or providing specific ecosystem services (e.g., carbon sequestration, soil health).
- **Forage for Grazing:** Solar sites that incorporate rotational livestock grazing and forage production as part of an overall vegetative maintenance plan.
- **Agrivoltaics:** Solar sites that combine raising crops for food, fiber, or fuel, and generating electricity within the project area to maximize land use.

**Ground-Mounted Solar Energy System:** A solar energy system mounted on support posts, like a rack or pole, that are attached to or rest on the ground.

**Maximum Tilt:** The maximum angle of a solar array (i.e., most vertical position) for capturing solar radiation as compared to the horizon line.

**Minimum Tilt:** The minimal angle of a solar array (i.e., most horizontal position) for capturing solar radiation as compared to the horizon line.

<sup>61</sup> MCL 125.3203(1) of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended.

<sup>62</sup> Michigan State University Department of Entomology. Michigan Pollinator Habitat Planning Scorecard for Solar Sites. [https://www.canr.msu.edu/home\\_gardening/uploads/files/MSU\\_Solar\\_Pollinators\\_Scorecard\\_2018\\_October.pdf](https://www.canr.msu.edu/home_gardening/uploads/files/MSU_Solar_Pollinators_Scorecard_2018_October.pdf)

**Non-Participating Lot(s):** One or more lots for which there is not a signed lease or easement for development of a principal-use SES associated with the applicant project.

**Participating Lot(s):** One or more lots under a signed lease or easement for development of a principal-use SES associated with the applicant project.

**Photovoltaic (PV) System:** A semiconductor material that generates electricity from sunlight.

**Principal-Use Solar Energy System:** A commercial, ground-mounted solar energy system that converts sunlight into electricity for the primary purpose of off-site use through the electrical grid or export to the wholesale market.

**Principal-Use (Large) Solar Energy System:** A Principal-Use SES generating more than \_\_\_ [e.g., 2] MW DC for the primary purpose of off-site use through the electrical grid or export to the wholesale market [see discussion in “Land-Use Considerations” on why this number is suggested, and why it might warrant tailoring to your community’s land-use typologies].

**Principal-Use (Small) Solar Energy System:** A Principal-Use SES generating up to and including \_\_\_ [e.g., 2] MW DC for the primary purpose of off-site use through the electrical grid or export to the wholesale market.

**Repowering:** Reconfiguring, renovating, or replacing an SES to maintain or increase the power rating of the SES within the existing project footprint.

**Roof-Mounted Solar Energy System:** A solar energy system mounted on racking that is attached to or ballasted on the roof of a building or structure.

**Solar Array:** A photovoltaic panel, solar thermal collector, or collection of panels or collectors in a solar energy system that collects solar radiation.

**Solar Carport:** A solar energy system of any size that is installed on a structure that is accessory to a parking area, and which may include electric vehicle supply equipment or energy storage facilities. Solar panels affixed on the roof of an existing carport structure are considered a Roof-Mounted SES.

**Solar Energy System (SES):** A photovoltaic system or solar thermal system for generating and/or storing electricity or heat, including all above and below ground equipment or components required for the system to operate properly and to be secured to a roof surface or the ground. This includes any necessary operations and maintenance building(s), but does not include any temporary construction offices, substation(s) or other transmission facilities between the SES and the point of interconnection to the electric grid.

**Solar Thermal System:** A system of equipment that converts sunlight into heat.

**Weed:** Native or non-native plant that is not valued in the place where it is growing.<sup>63</sup>

**Wildlife-Friendly Fencing:** A fencing system with openings that allow wildlife to traverse over or through a fenced area.

<sup>63</sup> USDA NRCS. Native, Invasive, and Other Plant-Related Definitions. [https://www.nrcs.usda.gov/wps/portal/nrcs/detail/ct/technical/ecoscience/invasive/?cid=nrcs142p2\\_011124](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/ct/technical/ecoscience/invasive/?cid=nrcs142p2_011124)

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## GENERAL PROVISIONS

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*Add to the General Provisions article of the ordinance, as a separate section, the following provisions for Roof-Mounted SES, Accessory Ground-Mounted SES, and Building-Integrated SES as permitted by right in all districts and do not require a special use permit.*

Roof-Mounted SES, Accessory Ground-Mounted SES, and Building-Integrated SES are permitted in all zoning districts where structures of any sort are allowed, and shall meet the following requirements:

### A. ROOF-MOUNTED SES

1. **Height:** Roof-Mounted SES shall not exceed \_\_ [e.g. 5-10] feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening.
2. **Nonconformities:** A Roof-Mounted SES or Building-Integrated SES installed on a nonconforming building, structure, or use shall not be considered an expansion of the nonconformity.
3. **Application:** All SES applications must include \_\_ plan [e.g., plot or site, whichever is required for a zoning compliance review]. Applications for Roof-Mounted SES must include horizontal and vertical elevation drawings that show the location and height of the SES on the building and dimensions of the SES.

### MICHIGAN EXAMPLES:

**“Solar Energy System:** An aggregation of parts including any base, mounts, tower, solar collectors, and accessory equipment such as utility interconnections and solar storage batteries, etc., in such configuration as necessary to convert solar radiation into thermal, chemical or electrical energy.”

– *Royal Oak Zoning Ordinance (Oakland Co.), Section 770-8*

**“Solar Energy System (SES):** A system consisting of a device or combination of devices, structures or parts thereof, that collect, transfer or transform solar radiant energy into thermal, chemical or electrical energy. An SES may be mounted on a roof (roof-mounted SES) or be supported by posts or other support structures extending into the ground (ground-mounted SES).”

– *Greater Thompsonville Area Zoning Ordinance (Benzie Co.), Section 18.23*

**“Solar Energy System:** A passive design using natural and architectural components to collect and store solar energy without using any external mechanical power or an active mechanical assembly that may include a solar collector, storage facility, and any other components needed to transform solar energy for thermal, chemical, or electrical energy. Examples include a solar greenhouse, solar panels, solar hot water heater, photovoltaic panels, passive solar panels, and a large, clear south-facing expanse of windows.”

– *Bessemer Township Zoning Ordinance (Gogebic Co.), Section 15.22 [End of examples]*

**COMMENTARY:** Because of concerns over wind load, most roof-mounted systems are not the same dimensions as ground-mounted SES. Given current SES design considerations, 10 feet is sufficient to accommodate most roof-mounted systems.

If a zoning ordinance has height exceptions for other mechanical equipment, it might alternatively just include roof-mounted SES in this exception. In addition to listing this in the section of your ordinance with those exceptions, you could also use the following language in this section of the solar provisions:

*A Roof-Mounted SES, other than building-integrated systems, shall be given an equivalent exception to height standards as building- or roof-mounted mechanical devices, chimneys, antennae, or similar equipment, as specified in Section \_\_ [height exceptions] of the \_\_ [municipality name] Zoning Ordinance. [End of commentary]*



Ground-mounted SES feedlot. Photo by M.Charles Gould.

## B. ACCESSORY GROUND-MOUNTED SES

1. **Height:** Ground-Mounted SES shall not exceed \_\_ [e.g. 20] feet measured from the ground to the top of the system when oriented at maximum tilt.

**COMMENTARY:** Height of a Ground-Mounted SES can vary from four to 15 feet, depending on how many rows of panels are installed and the maximum tilt height, if applicable. If the SES is co-located with an active agricultural operation, such as livestock grazing and crop production, it may need as much as eight feet of clearance, which can increase the overall height to up to roughly 20 feet. Similarly, a solar carport would need additional clearance to accommodate vehicle access. The carports at Michigan State University are 14'6" to accommodate snow removal and paving trucks. A relatively straightforward way to regulate the height of SES and account for this range of applications is to apply the same height standard as other accessory buildings or structures within the zoning district. [End of commentary]

2. **Setbacks:** A Ground-Mounted SES must be a minimum of \_\_ [e.g., 5] feet from the property line or \_\_ [e.g., ½] the required setback that would apply to accessory structures in the side or rear yard in the respective zoning district, whichever is greater. Setback distance is measured from the property line to the closest point of the SES at minimum tilt.
3. **Lot Coverage:** The area of the solar array shall not exceed \_\_ [e.g., 50] % of the square footage of the primary building of the property unless it is sited over required parking (i.e. solar carport), in which case there is no maximum lot coverage for the Ground-Mounted SES. A Ground-Mounted SES shall not count towards the maximum number or square footage of accessory structures allowed on site or maximum impervious surface area limits if the ground under the array is pervious.

4. **Visibility (Residential):** A Ground-Mounted SES in residential districts [list districts here] shall be located in the side or rear yard to minimize visual impacts from the public right-of-way(s).
  - a. Ground-Mounted SES may be placed in the front yard with administrative approval, where the applicant can demonstrate that placement of the SES in the rear or side yard will:
    - i. Decrease the efficiency of the SES due to topography, accessory structures, or vegetative shading from the subject lot or adjoining lots;
    - ii. Interfere with septic system, accessory structures, or accessory uses; or
    - iii. Require the SES to be placed on the waterfront side of the building housing the primary use [where applicable].

**MICHIGAN EXAMPLES:** Some communities apply screening standards to Accessory Ground-Mounted SES. Here is an example:

Ground Mounted SES shall be reasonably screened from the view of the surrounding streets and roads to the maximum extent practicable by garden walls, fences, hedges, landscaping, earth berms, or other means, except to the extent that such screening is either impracticable or would result in ineffective solar access on the lot in question. Ground Mounted SES that are visible from a road or adjacent properties shall, to the maximum extent feasible, and without compromising the ability to effectively use solar collectors on the lot in question, use materials, textures, screening, and landscaping that will screen the Ground Mounted SES from view, and blend with the natural setting, existing environment, and neighborhood character. All Ground Mounted SES that rely on landscaping or a vegetative buffer for screening shall maintain a minimum opacity of at least eighty percent (80%), and a mature height of not less than the greater of (x) six (6) feet or (y) sixty percent (60%) of the height of the Ground Mounted Solar Energy System when oriented to maximum tilt.

– Webster Township Zoning Ordinance (Washtenaw Co.), Section 12.110 [End of example]

5. **Exemptions:** A SES used to power a single device or specific piece of equipment such as a lawn ornament, lights, weather station, thermometer, clock, well pump or other similar singular device is exempt from Section \_\_\_\_ [Ground-Mounted SES provisions].
6. **Nonconformities:** A Ground-Mounted SES installed on a nonconforming lot or use shall not be considered an expansion of the nonconformity.
7. **Application:** All SES applications must include a \_\_\_\_ plan [e.g., plot or site, whichever is required for a zoning compliance review]. Applications for Ground-Mounted SES must include drawings that show the location of the system on the property, height, tilt features (if applicable), the primary structure, accessory structures, and setbacks to property lines. Accessory use applications that meet the ordinance requirements shall be granted administrative approval.



Off-grid device power. Photo by Bradley Neumann



Dual-use ground-mounted SES and blueberry farm. Photo by Mary Reilly.

**MICHIGAN EXAMPLES:** Many Michigan communities with both small-scale and large-scale solar regulations have zoned on-site solar energy systems as accessory uses. The City of Bay City (Bay Co.), Lyon Charter Township (Oakland Co.), and Almont Township (Lapeer Co.) all permit roof-mounted systems as an accessory use in all districts. Van Buren Charter Township (Wayne Co.), Albert Township (Montmorency Co.), and Chester Township (Ottawa Co.) all expand this provision (e.g. permitting roof-mounted systems as an accessory use in all districts) by permitting both on-site roof-mounted and ground-mounted systems in all districts as an accessory use. [End of example]

### C. BUILDING-INTEGRATED SES

1. Building-Integrated SES are subject only to zoning regulations applicable to the structure or building and not subject to accessory ground or roof-mounted SES permits.

*In addition to the General Provisions (above), also add the following standards for Small Principal-Use SES to the General Provisions article of the zoning ordinance. Also add 'Small Principal-Use SES' to the list of permitted uses in all zoning districts (or where desired). A community will need to decide whether a Small Principal-Use SES application is reviewed solely by the zoning administrator, reviewed and approved by the planning commission, or a hybrid, wherein the zoning administrator has the option to review/approve or advance the application to the planning commission for review/approval.*

**D. SMALL PRINCIPAL-USE SES:** A Small Principal-Use SES is a permitted use in \_\_\_\_ [e.g., all, non-residential] zoning districts subject to site plan review and shall meet all of the following requirements:

1. **Height:** Total height shall not exceed \_\_ [e.g. 20] feet measured from the ground to the top of the system when oriented at maximum tilt.
2. **Setbacks:** Setback distance shall be measured from the property line or road right-of-way to the closest point of the solar array at minimum tilt or any SES components and as follows:
  - a. A Ground-Mounted SES shall follow the setback distance for primary buildings or structures for the district in which it is sited.
  - b. A Ground-Mounted SES is not subject to property line setbacks for common property lines of two or more participating lots, except road right-of-way setbacks shall apply.
3. **Fencing:** A Small Principal-Use SES may [shall] be secured with perimeter fencing to restrict unauthorized access. If installed, perimeter fencing shall be a maximum of \_\_ [e.g. something greater than or equal to 7] feet in height. \_\_\_\_ [Barbed wire is prohibited.] Fencing is not subject to setbacks.



*Ground-mounted SES in rural setting. Photo by Bradley Neumann.*

**COMMENTARY:** Principal-Use SES may be subject to regulations, such as those of the National Electrical Code (NEC), that require a perimeter fence. The current NEC standards call for a 6-foot fence with three lines of barbed wire, or a 7-foot fence with no barbed wire. A community could ban the use of barbed wire at an SES and still allow for compliance with the NEC, so long as the fencing is allowed to be at least 7 feet. If an SES is not subject to the NEC, wildlife-friendly fencing, commonly made of smooth wiring to prevent injury with openings that allow wildlife to move through, should be used where appropriate. A community may choose to be less prescriptive in fencing requirements so long as the requirements do not conflict with NEC requirements (e.g. by limiting fence height to 5 feet). [End of commentary]

4. **Screening/Landscaping:** A Small Principal-Use SES shall be designed to follow the screening and/or landscaping standards for the zoning district of the project site. Any required screening and landscaping shall be placed outside the perimeter fencing.
  - a. In districts that call for screening or landscaping along rear or side property lines, these shall only be required where an adjoining non-participating lot has an existing residential or public use.
  - b. When current zoning district screening and landscaping standards are determined to be inadequate based on a legitimate community purpose consistent with local government planning documents, the Zoning Administrator [or Planning Commission] may require substitute screening consisting of native deciduous trees planted \_\_ [e.g. 30] feet on center, and native evergreen trees planted \_\_ [e.g. 15] feet on center along existing non-participating residential uses.
  - c. The Zoning Administrator [or Planning Commission] may reduce or waive screening requirements provided that any such adjustment is in keeping with the intent of the Ordinance and is appropriately documented (e.g. abutting participating lots; existing vegetation).
  - d. Screening/landscaping detail shall be submitted as part of the site plan that identifies the type and extent of screening for a Small Principal-Use SES, which may include plantings, strategic use of berms, and/or fencing.
5. **Ground Cover:** A Small Principal-Use SES shall include the installation of perennial ground cover vegetation maintained for the duration of operation until the site is decommissioned. The applicant shall include a ground cover vegetation establishment and management plan as part of the site plan.



- a. An SES utilizing agrivoltaics is exempt from perennial ground cover requirements for the portion of the site employing the dual-use practice.
  - b. Project sites with majority existing impervious surface or those that are included in a brownfield plan adopted under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended, are exempt from ground cover requirements. These sites must comply with the on-site stormwater requirements of the ordinance.
6. **Lot Coverage:** A Small Principal-Use SES shall not count towards the maximum lot coverage or impervious surface standards for the district.

**COMMENTARY:** One of the reasons to exempt large and small principle-use SES from maximum lot coverage or impervious surface standards is because there are practical challenges to measuring the overall footprint of principal-use systems, since they may include tilting panels and access drives. Communities who choose not to include this exemption must decide which elements of an SES count/do not count toward lot coverage and make clear how lot coverage should be calculated for co-located systems. If the community's intent is to minimize a development's impervious surface area, consider using the ground cover provisions within this sample language instead. They serve the same purpose and avoid unnecessary limitations and ambiguities. [End of commentary]

- 7. **Land Clearing:** Land disturbance or clearing shall be limited to what is minimally necessary for the installation and operation of the system and to ensure sufficient all-season access to the solar resource given the topography of the land. Topsoil distributed during site preparation (grading) on the property shall be retained on site.
- 8. **Access Drives:** New access drives within the SES shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises. The use of geotextile fabrics and gravel placed on the surface of the existing soil for temporary roadways during the construction of the SES is permitted, provided that the geotextile fabrics and gravel are removed once the SES is in operation.
- 9. **Wiring:** SES wiring (including communication lines) may be buried underground. Any above-ground wiring within the footprint of the SES shall not exceed the height of the solar array at maximum tilt.
- 10. **Lighting:** Lighting shall be limited to inverter and/or substation locations only. Light fixtures shall have downlit shielding and be placed to keep light on-site and glare away from adjacent properties, bodies of water, and adjacent roadways. Flashing or intermittent lights are prohibited.
- 11. **Signage:** An area up to \_\_\_ square feet [should be consistent with the district or sign type standard] may be used for signage at the project site. Any signage shall meet the setback, illumination, and materials/construction requirements of the zoning district for the project site.
- 12. **Sound:** The sound pressure level of a Small Principal-Use SES and all ancillary solar equipment shall not exceed \_\_ [e.g. 45] dBA (Leq (1-hour)) at the property line of an adjoining non-participating lot. The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate compliance with this standard.
- 13. **Repowering:** In addition to repairing or replacing SES components to maintain the system, a Small Principal-Use SES may at any time be repowered by reconfiguring, renovating, or replacing the SES to increase the power rating within the existing project footprint.
  - a. A proposal to change the project footprint of an existing SES shall be considered a new application, subject to the ordinance standards at the time of the request.

**COMMENTARY:** The goal of the above sample sound regulation for both small and large principal-use SES is to determine compliance with the sound standard during site plan review, as opposed to long-term monitoring or enforcement by staff. Predicting noise levels and mitigating through site design is more efficient and cost-effective than mitigating an issue after the project is complete. During the site plan phase, applicants have more options to reduce noise impacts on adjoining property owners, such as by placing inverters closer to the center of the project or covering axis motors. Sound isolines on a site plan would show predicted sound levels, typically in 5 decibel increments, starting at the sound source and extending to or beyond the property line. Sound isolines are similar to contour lines on a topographical map and provide helpful information to the approving body and adjoining property owners. [End of commentary]

14. **Decommissioning:** Upon application, a decommissioning plan shall be submitted indicating the anticipated manner in which the project will be decommissioned, including a description of which above-grade and below-grade improvements will be removed, retained (e.g. access drive, fencing), or restored for viable reuse of the property consistent with the zoning district.
  - a. An SES owner may at any time:
    - i. Proceed with the decommissioning plan approved by the Zoning Administrator [or Planning Commission] under Section \_\_\_ [of local government ordinance] and remove the system as indicated in the most recent approved plan; or
    - ii. Amend the decommissioning plan with Zoning Administrator [or Planning Commission] approval and proceed according to the revised plan.
  - b. Decommissioning an SES must commence when the soil is dry to prevent soil compaction and must be complete within \_\_\_ [e.g., 18 months] after abandonment. An SES that has not produced electrical energy for \_\_\_ [e.g., 12] consecutive months shall prompt an abandonment hearing.



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## SPECIAL LAND-USE STANDARDS

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*Add to the Special Land Uses article of the ordinance, as a separate section, the following provisions for large principal-use SES. Also add 'large principal-use SES' to the list of special land uses in the zoning districts where appropriate. See discussion on the Rural-to-Urban Transect above.*

**A. LARGE PRINCIPAL-USE SES: A large principal-use SES is a special land use in the zoning districts specified and shall meet the following requirements:**

1. **Height:** Total height for a large principal-use SES shall not exceed the maximum allowed height in the district in which the system is located [or a lesser height, such as \_\_ [e.g., 20] feet].
2. **Setbacks:** Setback distance shall be measured from the property line or road right-of-way to the closest point of the solar array at minimum tilt or any SES components and as follows:
  - a. In accordance with the setbacks for principal buildings or structures for the zoning district of the project site [or \_\_ [e.g. 50] feet from the property line of a non-participating lot].
  - b. \_\_ [e.g., 100] feet from any existing dwelling unit on a non-participating lot.
  - c. A Ground-Mounted SES is not subject to property line setbacks for common property lines of two or more participating lots, except road right-of-way setbacks shall apply.
3. **Fencing:** A large principal-use SES may [shall] be secured with perimeter fencing to restrict unauthorized access. If installed, perimeter fencing shall be a maximum of \_\_ [e.g. something greater than or equal to 7] feet in height. [Barbed wire is prohibited.] Fencing is not subject to setbacks.
4. **Screening/Landscaping:** A large principal-use SES shall follow the screening and/or landscaping standards for the zoning district of the project site. Any required screening and landscaping shall be placed outside the perimeter fencing.
  - a. In districts that call for screening or landscaping along rear or side property lines, these shall only be required where an adjoining non-participating lot has an existing residential or public use.

*Lapeer Solar Park. Photo by Bradley Neumann.*



- b. When current zoning district screening and landscaping standards are determined to be inadequate based on a legitimate community purpose consistent with local government planning documents, the Planning Commission may require substitute screening consisting of native deciduous trees planted \_\_\_ [e.g. 30] feet on center, and native evergreen trees planted \_\_\_ [e.g. 15] feet on center along existing non-participating residential uses.
- c. The Planning Commission may reduce or waive screening requirements provided that any such adjustment is in keeping with the intent of the Ordinance.
- d. Screening/landscaping detail shall be submitted as part of the site plan that identifies the type and extent of screening for a large principal-use SES, which may include plantings, strategic use of berms, and/or fencing.

**COMMENTARY:** Zoning requirements may impact the ability for the land to be returned to its original use. For example, required berming, substantial vegetative screening, or on-site stormwater detention/retention (which may be regulated by the Drain Commissioner, for example) may need to be removed or altered in order to return the land to its previous use. In considering whether to reduce, waive, or expand vegetation and screening standards, communities should take landowner considerations relating to reuse into account. [End of commentary]

- 5. **Ground Cover:** A large principal-use SES shall include the installation of ground cover vegetation maintained for the duration of operation until the site is decommissioned. The applicant shall include a ground cover vegetation establishment and management plan as part of the site plan. Vegetation establishment must include invasive plant species [and noxious weed, if local regulation applies] control. The following standards apply:
  - a. Sites bound by a Farmland Development Rights (PA 116) Agreement must follow the Michigan Department of Agriculture and Rural Development's Policy for Allowing Commercial Solar Panel Development on PA 116 Lands.
  - b. Ground cover at sites not enrolled in PA 116 must meet one or more of the four types of Dual Use defined in this ordinance.
    - i. Pollinator Habitat: Solar sites designed to meet a score of 76 or more on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites.
    - ii. Conservation Cover: Solar sites designed in consultation with conservation organizations that focus on restoring native plants, grasses, and prairie with the aim of protecting specific species (e.g., bird habitat) or providing specific ecosystem services (e.g., carbon sequestration, soil health).
    - iii. Forage: Solar sites that incorporate rotational livestock grazing and forage production as part of an overall vegetative maintenance plan.
    - iv. Agrivoltaics: Solar sites that combine raising crops for food, fiber, or fuel, and generating electricity within the project area to maximize land use. Project sites that are included in a brownfield plan adopted under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended, that contain impervious surface at the time of construction or soils that cannot be disturbed, are exempt from ground cover requirements
  - c. Project sites that are included in a brownfield plan adopted under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended, that contain impervious surface at the time of construction or soils that cannot be disturbed, are exempt from ground cover requirements.

**COMMENTARY:** The Michigan Department of Agriculture and Rural Development policy for allowing commercial solar energy development on PA 116 lands requires that any portion of the site not included in pollinator plantings must maintain U.S. Department of Agriculture, Natural Resources Conservation Service Conservation Cover Standard 327. Standard 327 reduces erosion, enhances wildlife, pollinator, and beneficial organism habitat, and improves soil health. Standard 327 can be implemented to support grazing animals with the right mix of forage crops. However, if grazing is the primary forage management practice, Prescribed Grazing Standard 528 may be a more useful standard to follow. Standard 528, however, does not apply to solar projects on land enrolled in PA 116 because the policy specifically recommends using Standard 327. There is flexibility within each standard to develop site-specific seed mixes. Private consultants as well as local NRCS staff can help develop a plan to implement these standards in a solar project. [End of commentary]

**COMMENTARY:** As discussed on Page 15, if a community's existing master plan and ordinance include farmland preservation provisions, it may make sense to extend them to large principal-use SES. In that case, signal your community's desire for development that minimizes impacts to locally important soil classifications through language such as:

**Agricultural Protection:** For sites where agriculture is a permitted use in a district, a large principal-use SES may be sited to minimize impacts to agricultural production through site design and accommodations including [select those most applicable to your community]:

- a. The ground mounting of panels by screw, piling, or a similar system that does not require a footing, concrete, or other permanent mounting in order to minimize soil compaction, [and/or]
- b. Siting panels to avoid disturbance and compaction of farmland by siting panels along field edges and in nonproduction areas to the maximum extent practicable and financially feasible, [and/or]
- c. Maintaining all drainage infrastructure on site, including drain tile and ditches, during the operation of the SES, [and/or]
- d. Siting the SES to avoid isolating areas of the farm operation such that they are no longer viable or efficient for agricultural production, including, but not limited to, restricting the movement of agricultural vehicles/equipment for planting, cultivation, and harvesting of crops, and creating negative impacts on support infrastructure such as irrigation systems or drains, or
- e. Voluntarily purchasing agricultural conservation easements from an equivalent number of prime farmland acres consistent with a purchase of development rights ordinance adopted under state law in \_\_\_\_ [local unit of government].

The above list is presented as a menu of sample standards and is neither a comprehensive list nor intended to be adopted in its entirety or verbatim. A local government that wishes to protect agricultural land from future development should work with a qualified planner and attorney to develop a comprehensive approach in the master plan and zoning ordinance that addresses threats to farmland from all types of development pressure. [End of commentary]



Aerial view of Tecumseh solar farm. Photo by Harvest Solar.

**MICHIGAN EXAMPLES:** Communities in Michigan have differing approaches to the compatibility of solar energy and agriculture. Here are some examples:

“Solar energy equipment shall only be located in an area determined to be “not prime farmland” by the U.S. Department of Agriculture (USDA), per the USDA’s Farmland Classification Map as of the date of Special Use Application for a Utility-Scale Solar Energy Collector System.”

– *Chester Township Zoning Ordinance (Ottawa Co.), Section 1912*

“All solar arrays greater than ten (10) acres in area must include one or more of the following amongst the panels of the solar array: Crop cultivation; Livestock grazing, with the panels raised to allow an eight (8) foot clearance for animals to pass underneath; or Pollinator fields, including milkweed and other native plantings.”

– *Grand Haven Charter Township Zoning Ordinance 2020 (Ottawa Co.), Section 3.03*

“Solar energy systems in Oliver Township are considered a compatible use in the Agricultural Preservation District. The siting of a ground mounted solar energy system is permitted in the Agricultural Preservation District (Chapter 5) and must conform to the front, rear, and side yard setback requirements described in Section 504.”

– *Oliver Township Zoning Ordinance (Huron Co.), Section 1305 [End of example]*

**COMMENTARY:** Some communities require a performance guarantee for small and large principal-use SES for the cost of grading and on-site ground cover establishment in the form of a bond, letter of credit, or establishment of an escrow account. The rationale is that if a site is cleared of vegetation and graded, but the project is not completed, there is a financial guarantee that the site will be stabilized. Such a provision may be redundant with Soil Erosion and Sedimentation Control (SESC) bonding requirements for projects larger than one acre, or for land enrolled in the Michigan Department of Agriculture of Rural Development's (MDARD) PA 116 Farmland and Open Space Preservation Program.

Regarding decommissioning guarantees, MDARD, as mentioned above, requires a surety bond or irrevocable letter of credit for solar development on PA 116 land to cover the cost of the removal of the solar facility and the restoration of the land to agricultural use. A community may wish to tailor the sample standard below based on this requirement by MDARD or provide an exception from the local government decommissioning guarantee for land enrolled in PA 116.

A periodic review (such as every 3-5 years) of the decommissioning guarantee will ensure adequate funds are available to cover decommissioning costs 20-30 years down the road. A review might also be triggered if there is a change of ownership. The ordinance should specify which body is responsible for approving the amount of the performance guarantee; the planning commission could recommend an amount, but the legislative body should make the final decision. When considering this language, a community could review how performance guarantees are handled for other types of developments, such as landscaping guarantees, and discuss how this could be the same or different. The amount of the guarantee for an SES may prompt a different level of review. [End of commentary]

6. **Lot Coverage:** A large principal-use SES shall not count towards the maximum lot coverage or impervious surface standards for the district.
7. **Land Clearing:** Land disturbance or clearing shall be limited to what is minimally necessary for the installation and operation of the system and to ensure sufficient all-season access to the solar resource given the topography of the land. Topsoil distributed during site preparation (grading) on the property shall be retained on site.
8. **Access Drives:** New access drives within the SES shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises. The use of geotextile fabrics and gravel placed on the surface of the existing soil for the construction of temporary drives during the construction of the SES is permitted, provided that the geotextile fabrics and gravel are removed once the SES is in operation.
9. **Wiring:** SES wiring (including communication lines) may be buried underground. Any above-ground wiring within the footprint of the SES shall not exceed the height of the solar array at maximum tilt.
10. **Lighting:** Large principal-use SES lighting shall be limited to inverter and/or substation locations only. Light fixtures shall have downlit shielding and be placed to keep light on-site and glare away from adjacent properties, bodies of water, and adjacent roadways. Flashing or intermittent lights are prohibited.
11. **Signage:** An area up to \_\_\_ square feet [should be consistent with the district or sign type standard] may be used for signage at the project site. Any signage shall meet the setback, illumination, and materials/construction requirements of the zoning district for the project site.
12. **Sound:** The sound pressure level of a large principal-use SES and all ancillary solar equipment shall not exceed \_\_\_ [e.g. 45] dBA (Leq (1-hour)) at the property line of an adjoining non-participating lot. The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate compliance with this standard.

- 13. Repowering:** In addition to repairing or replacing SES components to maintain the system, a large principal-use SES may at any time be repowered, without the need to apply for a new special land-use permit, by reconfiguring, renovating, or replacing the SES to increase the power rating within the existing project footprint.
- a. A proposal to change the project footprint of an existing SES shall be considered a new application, subject to the ordinance standards at the time of the request. [Expenses for legal services and other studies resulting from an application to modify an SES will be reimbursed to the \_\_\_\_ [local unit of government] by the SES owner in compliance with established escrow policy.]

**COMMENTARY:** A fundamental zoning concept is that a zoning ordinance must allow for nonconformities—that is, the continuation of a land use or structure that was legally established before a change in zoning that no longer permits the use or structure location. Zoning ordinances have standards for replacement, reconstruction, and expansion of nonconformities. For example, the decision could be centered around the replacement components’ monetary value—a new investment of 50% or more of the value of the project is a typical threshold for nonconformities. The zoning board of appeals or the planning commission, whichever is charged with making decisions on nonconformities, would decide the fate of the project based on the nonconforming standards in the ordinance, rather than following the original special land-use permit review process. A proposal to expand the footprint of the system could be at odds with ordinance rules for enlarging nonconformities. In that case, the ordinance may dictate that the proposal must be scaled back to meet the rules for replacing nonconformities, otherwise decommissioning may be the only option. If decommissioning is not the intended or desired outcome, a community has the option to amend the ordinance to allow for SES again, thereby releasing the project from nonconforming status. Communities should work with a municipal attorney to explore preferred options for the SES and how SES will be treated under an application to repower the system. [End of commentary]

- 14. Decommissioning:** A decommissioning plan is required at the time of application.
- a. The decommission plan shall include:
    - i. The anticipated manner in which the project will be decommissioned, including a description of which above-grade and below-grade improvements will be removed, retained (e.g. access drive, fencing), or restored for viable reuse of the property consistent with the zoning district,
    - ii. The projected decommissioning costs for removal of the SES (net of salvage value in current dollars) and soil stabilization, less the amount of the surety bond posted with the State of Michigan for decommissioning of panels installed on PA 116 lands,
    - iii. The method of ensuring that funds will be available for site decommissioning and stabilization (in the form of surety bond, irrevocable letter of credit, or cash deposit), and
  - b. A review of the amount of the performance guarantee based on inflation, salvage value, and current removal costs shall be completed every \_\_ [e.g., 3 or 5] years, for the life of the project, and approved by the \_\_\_\_\_ [legislative body] board. An SES owner may at any time:
    - i. Proceed with the decommissioning plan approved by the Zoning Administrator [or Planning Commission] under Section \_\_\_\_ [of local government ordinance] and remove the system as indicated in the most recent approved plan; or
    - ii. Amend the decommissioning plan with Zoning Administrator [or Planning Commission] approval and proceed according to the revised plan.
  - c. Decommissioning an SES must commence when the soil is dry to prevent soil compaction and must be complete within \_\_ [e.g., 18 months] after abandonment. An SES that has not produced electrical energy for \_\_ [e.g., 12] consecutive months shall prompt an abandonment hearing.





Consumers Energy - Western Michigan University, Business Technology and Research Park solar garden. Photo by Mary Reilly.

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## SITE PLAN REVIEW

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*Add to the Site Plan Review article of the zoning ordinance, as a separate section (or to the section of the ordinance with site plan requirements), the following provisions for Principal-Use SES. Consider using the following checklist to determine if the application is complete. In this sample, a large principal-use SES is proposed to be reviewed as special land use. A Small Principal-Use SES is proposed to be reviewed as a permitted use with a required site plan. When reviewing a Small Principal-Use SES, a community will need to choose one of the following approaches:*

- **Administrative:** *The Zoning Administrator reviews and approves or denies a Small Principal-Use SES when following the site plan review requirements below.*
- **Administrative/Planning Commission:** *The Zoning Administrator could perform site plan review with the option to send the application to the Planning Commission for site plan review. This option could be utilized to provide greater public input and shared responsibility, such as for a high-interest or high-visibility application.*

Site Plans and supporting application materials for a Principal-Use SES shall include a detailed site plan including all applicable requirements found in Article XX, Section XX [the section of the ordinance with general site plan standards] of this ordinance, except that site plans for large principal-use SES shall be submitted at a scale of 1" = \_\_\_ [e.g., 200] feet, plus the following site plan requirements:

SITE PLAN REQUIREMENT (X = Required, NA = Not Applicable)	Small Principal-Use	Large Principal-Use
The location of all solar arrays, including setbacks, the width of arrays and distance between arrays plus total height and height to the lowest edge above grade, ancillary structures and electric equipment, utility connections, and dwellings on the property and within ___ [e.g. 150] feet of the property lines, participating and non-participating lots, existing and proposed structures, buried or above ground wiring, temporary and permanent access drives, fencing detail, screening/landscape detail, berm detail, and signs.	X	X
Plans for land clearing and/or grading required for the installation and operation of the system, and plans for ground cover establishment and management.	X	X
Sound modeling study including sound isolines extending from the sound source(s) to the property lines of adjoining non-participating lots.	X	X
<p>A Decommissioning Plan as applicable:</p> <ul style="list-style-type: none"> <li>For a Small Principal-Use SES, a decommissioning plan including a description of which above-grade and below-grade improvements will be removed, retained, or restored for viable reuse of the property consistent with the zoning district.</li> </ul>	X	N/A
<ul style="list-style-type: none"> <li>For a large principal-use SES, 1) a decommissioning plan including a description of which above-grade and below-grade improvements will be removed, retained, or restored for viable reuse of the property consistent with the zoning district, 2) the projected decommissioning costs for SES removal (net of salvage value in current dollars) and soil stabilization, less the amount of the surety bond posted with the State of Michigan for decommissioning of panels installed on PA 116 lands, and 3) the method of ensuring that funds will be available for site decommissioning and stabilization (in the form of surety bond, irrevocable letter of credit, cash deposit).</li> </ul>	N/A	X
The location of prime farmland [and/or farmland of statewide importance, farmland of local importance, unique farmland, and prime farmland if drained] as defined in the U.S. Department of Agriculture, Natural Resources Conservation Service - Web Soil Survey.	N/A	X [only if Ag Protection is part of the ordinance]
Completed copy of Michigan Pollinator Habitat Planning Scorecard for Solar Sites (when applicable).	N/A	X

SITE PLAN REQUIREMENT (X = Required, NA = Not Applicable)	Small Principal-Use	Large Principal-Use
<p>Additional studies may be required by the Planning Commission if reasonably related to the standards of this ordinance as applied to the application site, including but not limited to <i>[select those most applicable to your community; these do not directly link to standards in the sample language, but may be helpful in evaluating conformance with other ordinance standards]</i>:</p> <ul style="list-style-type: none"> <li>• <b>Visual Impact Assessment:</b> A technical analysis by a third party qualified professional of the visual impacts of the proposed project, including a description of the project, the existing visual landscape, and important scenic resources, plus visual simulations that show what the project will look like (including proposed landscape and other screening measures) a description of potential project impacts, and mitigation measures that would help to reduce the visual impacts created by the project and documented on the site plan.</li> <li>• <b>Environmental Analysis:</b> An analysis by a third-party qualified professional to identify and assess any potential impacts on the natural environment including, but not limited to wetlands and other fragile ecosystems, wildlife, endangered and threatened species, historical and cultural sites, and antiquities. If required, the analysis shall identify all appropriate measures to minimize, eliminate or mitigate adverse impacts identified and show those measures on the site plan, where applicable.</li> <li>• <b>Stormwater Study:</b> An analysis by a third-party qualified professional that takes into account the proposed layout of the SES and how the spacing, row separation, and slope affects stormwater infiltration, including calculations for a 100-year rain event (storm). Percolation tests or site-specific soil information shall be provided to demonstrate infiltration on-site without the use of engineered solutions.</li> <li>• <b>Glare Study:</b> An analysis by a third-party qualified professional to determine if glare from the SES will be visible from nearby residents and roadways. If required, the analysis shall consider the changing position of the sun throughout the day and year, and its influence on the SES.</li> </ul>	N/A	X

*Dual-use ground-mounted SES with conservation plantings. Photo by M. Charles Gould.*

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**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
April 10, 2023  
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, Diana Lowe, Marianne McCreary, Tim Chouinard, Jeff Dhaenens and Glynis McBain. Absent was Eric Rauch. Also present was Planning Director Amy Ruthig, 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 McCreary, seconded by Commissioner Lowe, 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 made at 6:31 with no response.

OLD BUSINESS:

**OPEN PUBLIC HEARING # 1...**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)

Mr. Wayne Perry of Desine, Inc. stated that since the last Planning Commission meeting, they have prepared and submitted a traffic impact assessment for the connection between the two developments. The study includes recommendations, and the applicant will complete them.

They also submitted updated documents for the PUD Agreement and by-laws as requested by the township attorney.

Mr. Borden reviewed his letter dated April 6, 2023.

1. PUD Amendment:

- a. The applicant proposes to construct 102 detached residential units and 12 attached condominiums 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 inconsistent phasing descriptions between the PUD Agreement and plan must be corrected.
- c. The detailed plan drawings do not identify the area where the proposed building containing Units 53-56 is located.
- d. The site data and zoning table should be included on Sheet SD as referenced on Sheet SP1).
- e. The traffic calming measures recommended by the Traffic Impact Assessment should be required as a condition of plan approval.
- f. There are minor discrepancies on the landscape plan that need to be corrected.
- g. The Master Deed should identify the open space areas as general common elements subject to maintenance and protection by the Association.
- h. The Commission should consider comments provided by the Township Engineer and/or Brighton Area Fire Authority.

His concerns with the private road can be addressed during final site plan approval.

Ms. Byrne reviewed her letter dated April 3, 2023.

1. The traffic impact assessment determined that with the increased traffic from the new development, the projected traffic volumes on Aster Boulevard will remain within what is typical for a residential neighborhood street. The assessment recommended that traffic calming measures such as lane striping, speed humps, and a raised intersection at Lawson Drive and Aster Boulevard be used. These recommended measures should be included in the proposed site plan. If there is a current issue with traffic volume, the petitioner should consider implementing traffic calming measures in the existing phases of Summerfield Pointe.
2. 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.

3. The intersection radii are currently shown as 27 feet. Genoa Township Engineering Design Standards require a minimum intersection radius of 30 feet.
4. 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.
5. After final site plan approval, the Petitioner will be required to submit construction plans to MHOG Sewer and Water Authority for review and approval.
6. 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.
7. The proposed PUD Amendment notes in Article II, note 4, indicate 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 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.
8. 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.
9. The final site plan must include SESC measures for review and approval. SESC details should be included and should match LCDC Standards.
10. 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.
11. CB 132B on the storm sewer calculations is labeled as FES 303 on the utility plans.

The Brighton Area Fire Authority Fire Marshal had no outstanding issues.

The call to the public was opened at 6:42 pm.

Ms. Jamie Schingeck of 4441 Aster Boulevard is concerned with the different lifestyles of the two developments. Their association is condominiums and the proposal is for single-family homes. She does not see anything in the by-laws where the lawn maintenance will be done by the association to avoid her hearing lawn mowers on different days of the week.

Ms. Marie Graves of 4082 Hampton Ridge Blvd is on the Board of Hampton Ridge. They currently put their snow at the end of Aster Boulevard so if the road is extended, where will they



put it? Who will incur the costs of the installation of speed bumps and how will they affect the snow removal?

Ms. Chantell Farley of 4109 Hampton Ridge Blvd is concerned with the safety of the increase in traffic. If there is going to be additional police presence due to the traffic and if so, who will pay for it?

The call to the public was closed at 6:49 pm.

The commissioners asked for details of the traffic study report. Mr. Perry reviewed the results and the proposed traffic calming measures in the report. If the traffic engineer determines that there is a need for any of these, then it would be paid for by the developer.

Commissioner McBain noted that the maintenance of the calming measures will have to be paid for by the individual associations. The speed bumps will need to be replaced in 8-10 years.

Commissioner Dhaenens noted that this proposal is less dense than what was originally approved. It was always proposed to connect the two developments. Commissioner McBain stated this is a different project because the demographics of who will be purchasing these single-family homes is different than who would purchase condominiums. This will change the activities in this development and the types of traffic. She is not against this proposal, but would like these issues to be addressed.

Chairman Grajek noted that the traffic study that was recently done considered the type of residential units that are proposed.

Commissioner McBain asked to confirm that the lawn maintenance of the new development of single-family homes will be maintained by the association so it would all be mowed at the same time. She also asked about the landscape buffer between the two developments. Mr. Perry stated there is no requirement in the new association's master deed for lawn maintenance to be completed by the association. With regard to the buffer zones, there is a requirement to install a drain pipe so some existing trees will be removed. None of the trees in the buffer along the other side will be removed.

Chairman Grajek would like clarification regarding the lawn maintenance. Ms. Ruthig stated that staff and the attorney have received the documents so in order to provide clarification, the documents will have to be reviewed again.

Commissioner Dhaenens is concerned with the traffic and the proposed traffic calming measures. He understands the developer will install them, but the existing association will have to pay to maintain them. He would like this to be confirmed. Mr. Perry stated if the speed bumps are constructed out of concrete instead of asphalt, they will last longer than 8-10 years.

Ms. Ruthig will need to confirm that the Township can require the developer to make improvements on a private road. Also, the existing association will have to vote if they will allow the installation of the speed bumps.

Commissioner McBain also wants to ensure that the construction traffic does not travel through the existing development. Commissioner Chouinard agrees. Mr. Perry stated this requirement can be placed on the construction documents.

Commissioner McCreary would like to have these details resolved prior to it being approved. The questions still remain about the lawn maintenance, the cost of the traffic calming measures, etc.

Commissioner Chouinard suggested asking the Brighton Area Fire Authority if they would approve the installation of a gate between the two developments, which would eliminate the traffic issues.

There was further discussion between the Commissioners and they would like clarification on the items discussed this evening as well as the ones that are listed in Mr. Borden's letter.

**Moved** by Commissioner Dhaenens, seconded by Commissioner Chouinard, to postpone Public Hearing #1, 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 until the May 8, 2023 Planning Commission meeting. **The motion carried unanimously.**

NEW BUSINESS:

**OPEN PUBLIC HEARING #2...** Consideration of an environmental impact assessment and site plan for a proposed 7,865 sq. ft. medical office building on a vacant parcel of land (4711-13-100-046) located on the north side of Grand River Avenue, east of Euler Road. The request is petitioned by Stephen Tait.

- A. Recommendation of Environmental Impact Assessment (2-22-23)
- B. Disposition of Site Plan (3-22-23)

Mr. Scott Tousignant of Boss Engineering and Mr. Joe Chidester of Schafer Construction were present.

Mr. Tousignant provided a detailed review of the project, including the access drive, utilities, landscaping, and lighting. They agree with the township planner's comments regarding the Dumpster enclosure material. With regard to the concerns raised regarding the wall signs, they understand they would have to seek a variance. For the monument sign, they are aware there is an easement for water and sewer utilities here; however, they would like to put the monument

sign on the edge of the easement. They know the risk that it would have to be removed in the case the utilities need to be accessed. They will ensure it is in accordance with the easement restrictions.

Mr. Borden reviewed his letter dated April 4, 2023, noting that Mr. Tousignant has addressed many of his concerns in his letter.

1. The Commission has discretion to reduce the spacing between commercial driveways based on preexisting conditions, which has been approved by the Livingston County Road Commission.
2. The Commission should consider any comments provided by the Township Engineer and/or the Brighton Area Fire Authority with respect to vehicular circulation.
3. The Commission may modify the landscaping requirements for the front yard greenbelt due to the presence of utility easements. There is ample landscaping throughout the site to offset the discrepancy in the front yard.
4. The colored CMU on the exterior of the waste receptacle enclosure must match the color of the principal building.
5. The plans identify more wall signs than allowed by Ordinance.
6. For the applicant's reference, electronic message signs are subject to the provisions of Section 16.07.04.
7. The applicant must confirm that a monument sign is allowed within the utility easement (if one is desired).
8. A sign permit must be obtained prior to installation of any signage (i.e., site plan approval does not constitute approval of the signage depicted in the submittal).

Ms. Byrne reviewed her letter dated April 3, 2023.

1. The site plan shows a proposed fire suppression line, domestic water service, and hydrant. MHOG Sewer and Water Authority will require that the fire suppression line be in a 25-foot public utility easement up to the shut-off valves near the building. After site plan approval, construction plans should be submitted to MHOG for their review and approval prior to construction. The MHOG utility department will need to witness any live taps into the existing water main.
2. The proposed retention pond has its overflow directed towards the neighboring property to the east. Currently the area it would overflow to is a mostly undeveloped landscaping area, but the retention pond should be monitored in the future to ensure it is functioning properly and not overflowing to the neighboring property, but based on the tests that were done, this is not anticipated.

The Brighton Area Fire Authority Fire Marshal's letter dated March 29, 2023 stated all of his previous comments have been addressed. Additional comments will be given during the building plan review process.

The call to the public was made at 7:53 with no response.

**Moved** by Commissioner Dhaenens, seconded by Commissioner Lowe, to recommend to the Township Board approval of the Environmental Impact Assessment dated February 22, 2023 for a proposed 7,865 sq. ft. medical office building on a vacant parcel of land (4711-13-100-046) located on the north side of Grand River Avenue, east of Euler Road. **The motion carried unanimously.**

**Moved** by Commissioner Dhaenens, seconded by Commissioner Lowe, to recommend to the Township Board approve the Site Plan dated March 22, 2023 for a proposed 7,865 sq. ft. medical office building on a vacant parcel of land (4711-13-100-046) located on the north side of Grand River Avenue, east of Euler Road, conditioned upon all the items of section A. Summary in the Township Planner's letter dated April 4 be addressed. **The motion carried unanimously.**

**OPEN PUBLIC HEARING #3...**Consideration of a sketch plan for a proposed 3-sided covered accessory structure to allow for year-round use of the existing Tap-Ins driving range. The property is located at 4444 E. Grand River Avenue, south side of Grand River Avenue, east of Latson Road. The request is petitioned by Cate Martin.

Mr. Scott Tousignant of Boss Engineering and the applicant, Cade Martin, were present.

Mr. Tousignant provided a review of the proposal. They would like to install a covered structure adjacent to the building, install the public sidewalk, and plant additional trees at the front of the property.

Mr. Borden reviewed his letter dated April 4, 2023.

1. The accessory structure meets ordinance requirements as it is affiliated with a principal use.
2. The proposed structure height is within that allowed for conventional accessory structures.
3. The proposed structure is located well outside of minimum PRF setback requirements.
4. Site improvements are proposed as part of the project (greenbelt landscaping and pedestrian pathway construction).
5. The Commission should consider any comments provided by the Township's engineering consultant.

Ms. Byrne's letter dated April 3, 2023 states "Since an existing water valve is within the limits of the proposed sidewalk the top section of the valve box should be removed and replaced with a valve box designed for use within the sidewalk, such as the EJ SELFLEVEL valve box top."

The Brighton Area Fire Authority Fire Marshal has no concerns regarding this project.

The call to the public was made at 8:00 pm with no response.

**Moved** by Commissioner McCreary, seconded by Commissioner Dhaenens, to approve the sketch plan for a proposed 3-sided covered accessory structure to allow for year-round use of the existing Tap-Ins driving range at 4444 E. Grand River Avenue, south side of Grand River Avenue, east of Latson Road as this Commission finds the accessory structure is allowable and adheres to Section 11.04.01 of the Zoning Ordinance and the maximum height meets Section 11.04.02 of the Zoning Ordinance. This approval is conditioned upon the following:

- The applicant will comply with the Township Planner's remarks regarding and #4 of his letter dated April 4, 2023
- The applicant will comply with the Township Engineer's report dated April 3, 2023.
- The applicant shall submit a site plan from Boss and it shall be maintained by the Township.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #4...**Consideration of an environmental impact assessment and amended Final PUD grading plan for proposed site grading. The request is petitioned by Tom Tocco, Trinity Health.

- A. Recommendation of Environmental Impact Assessment (2-24-23)
- B. Disposition of Amendment to the approved Final PUD Site Plan (2-24-23)

Mr. Dino Lekas of Smith Group, the landscape architect, and Ms. Tiffany Spano of Trinity Health provided a review of the future community farm. The original site plan showed a different location for the farm; however, it was determined that this area would be a better location, so they developed a new grading plan that was not shown on the original plan. This will also allow for the dirt that is moved during construction of the building to remain on site.

Mr. Lekas provided the following regarding the Planner's comments:

- Buffer zone and the tree removals - an additional 3.5 acres of small trees and shrubs will be removed. This will bring them close to the 25 percent allowable clearance. They are at 24 percent.
- The potential farm building is a "placeholder" on the plans in case in the future they would like to have one installed. It is not being proposed at this time and can be removed.
- They have obtained the permit for the construction road.
- They will seal the documents as requested.

Mr. Borden reviewed his letter dated April 6, 2023.

1. The applicant must address any technical comments provided by the Township Engineer.
2. The proposal entails a significant expansion of the "community farm" area depicted on the approved PUD plans.
3. Due to the new location, it will greatly reduce the buffer area between the site and existing development to the east.

4. The proposal will result in the removal of several trees, though the submittal does not identify the exact (or estimated) quantity.
5. The submittal notes a potential location for structures that are not described/depicted in the PUD Agreement or the approved PUD plans. As suggested by Mr. Lekas , he recommends removing it from the plans.
6. The proposed construction road likely requires approval from the Road Commission.
7. Given the nature of the project, the plans need to be signed/sealed by a professional engineer.

Ms. Byrne has no engineering-related concerns with the project.

The Brighton Area Fire Authority Fire Marshal has no concerns regarding this project.

Ms. Spano stated Trinity has community farms at their other facilities. They use it as a community garden, patients use it for rehabilitation, the vegetables are served to the patients in the hospital, and it helps with their carbon footprint.

Commissioner Chouinard complimented the applicant for keeping the material on site.

The call to the public was made at 8:15 pm with no response.

Commissioner McCreary would like the applicant to add a tree buffer between this area and the adjacent residential property. Ms. Spano agrees. She recommended determining what should be planted after the grading has been completed. Commissioners agreed and recommended it be approved by Township Staff.

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Environmental Impact Assessment dated February 24, 2023 for site grading for Trinity Health. **The motion carried unanimously.**

**Moved** by Commissioner McCreary, seconded by Commissioner McBain, to approve the Amendment to the approved Final PUD Site Plan dated February 24, 2023 for site grading for Trinity Health conditioned upon staff approval of additional tree plantings on the eastern side to buffer the neighboring property. **The motion carried unanimously.**

**OPEN PUBLIC HEARING #5...**Consideration of an environmental impact assessment and site plan for proposed site grading on a 4.32-acre vacant parcel (4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive. The request is petitioned by Chestnut Development.

- A. Recommendation of Environmental Impact Assessment (3-2-23)
- B. Disposition of Site Plan (2-10-23)

Mr. Allan Pruss of Monument Engineering Group and Brad Opfer of Chestnut Development were present. Mr. Pruss provided a review of the project, which will be to regrade the site and remove the guardrail along Grand River. The comments noted by the Township Planner will be addressed on the grading plan. They do not anticipate the need for stockpiling and staging; however, if it is, they have shown it on the plans.

The call to the public was made at 8:31 pm with no response.

Mr. Borden reviewed his letter dated April 4, 2023.

1. In accordance with Section 13.01, the Planning Commission has review and approval authority over the site plan for grading and tree removal.
2. Since the project only entails site engineering at this time, the applicant must address any comments provided by the Township Engineer.
3. He noted that the applicant has provided details of the stockpile and staging areas.
4. The silt fence line may need to be slightly adjusted to ensure protection of three trees that are to be preserved along the west and north sides of the limits of disturbance. Mr. Pruss advised that he will address these concerns.

Ms. Byrne reviewed her letter dated March 30, 2023.

1. The grading plan appears to be filling in an existing detention pond area and adjusting the outlet rim elevation. As the site is currently undeveloped, this change won't have a major impact on the downstream storm system. When the site is developed in the future it will need to have a new storm management system designed and would need MDOT approval to outlet to the Grand River storm sewer.
2. She noted the applicant has addressed the existing storm pipes shown on the survey plan but missing on the proposed grading plan.
3. The existing water main is shown on the survey plan but should also be clearly shown on the grading plan.

The Brighton Area Fire Authority Fire Marshal has no concerns regarding this project.

Commissioner McCreary questioned the trees along Char-Ann and Turning Leaf that have blue tags. Mr. Pruss stated there is 20 feet of greenspace from the end of pavement on Char-Ann to their property line and they will not be grading within the first 50 feet of their property, so this is almost 80 feet of trees and brush that will remain. She does not want to see those trees removed now since there is no plan to develop the site at this time. Mr. Pruss and Mr. Opfer agreed not to remove the trees.

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Environmental Impact Assessment submitted by Chestnut Development dated March 2, 2023 for proposed site grading on a 4.32-acre vacant parcel

(4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive. **The motion carried unanimously.**

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to approved the Site Plan submitted by Chestnut Development dated February 10, 2023 for site grading on a 4.32-acre vacant parcel (4711-06-200-101) on the north side of Grand River Avenue, just west of Char-Ann Drive, conditioned upon the trees to the north side of the property as discussed this evening shall not be removed per the revised diagram submitted this evening and final approval to be done by Township Staff. **The motion carried unanimously.**

ADMINISTRATIVE BUSINESS:

**Staff Report**

Ms. Ruthig stated there will be May and June Planning Commission meetings.

She advised that Staff may begin requesting demarcation signs be installed for wetlands in new developments. The developer does not encroach into the wetlands per the plans, but homeowners are not aware where the wetlands are adjacent to their property and sometimes mow their lawn into them, etc.

**Approval of the February 13, 2022 Planning Commission meeting minutes**

Needed changes were noted.

**Moved** by Commissioner McCreary, seconded by Commissioner Lowe, to approve the minutes of the February 13, 2022 Planning Commission Meeting as corrected. **The motion carried unanimously.**

**Member Discussion**

There were no items to discuss this evening.

**Adjournment**

**Moved** by Commissioner McCreary, seconded by Commissioner Lowe, to adjourn the meeting at 9:02 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary