

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
AUGUST 11, 2014
6:30 P.M.
AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

CALL TO THE PUBLIC:

OPEN PUBLIC HEARING #1... Review of a proposed amendment to the Timbergreen planned unit development (PUD) site condominium and agreement for the property located at 3800 Chilson Road, Howell, Michigan 48443, petitioned by Chestnut Development.

The amendment would delete two building lots from the site condominium, allow construction of a single 6,000 square foot accessory building and reduce the minimum house size to 2,500 square feet.

Planning Commission disposition of petition

- A. Recommendation of PUD Agreement Amendment.
- B. Recommendation of PUD Site Plan.

Administrative Business:

- *Staff report*
- *Approval of July 14, 2014 Planning Commission meeting minutes*
- *Member discussion*
- *Adjournment*

MEMORANDUM

TO: Planning Commission

FROM: Michael Archinal *MA*

DATE: 8/8/14

RE: Timber Green PUD Amendment

For your consideration on Monday is an amendment to the Timber Green Planned Unit Development. There are no other agenda items. To make use of the normally scheduled meeting and to avoid cancelling it, this request has been reviewed through an expedited process. I felt the request is fairly straight forward and we were able to accommodate statutory notice requirements. We have not received the review letters from our Planner our Engineer that would normally be included in your packet. The consultants will be in attendance on Monday night and can provide comment.

The proposed amendment would provide the following:

- Allow the construction of a single 6,000 accessory building.
- Remove two building lots from the site condominium.
- Reduce the minimum house size from 3,000 square feet to 2,500 square feet.

Allowing for a single large structure accessory to the applicant's own home and removing two home sites seems reasonable. The market trend recently, even for high end product, has been for smaller homes. Reducing the minimum house size seems appropriate. My one main concern about this application is that the access to the proposed accessory structure will be through the Timber Green development. My concern is that future residents might complain about nonresidential traffic going through their neighborhood. I have asked that the applicant explain how this concern will be addressed.

Much of the review related to this request is legal in nature. We have met with the Township Attorney and he has reviewed the PUD amendment and the Timber Green Bylaws. Our Attorney will be in attendance on Monday night.

Attached for your review are the approved PUD agreement, the proposed amendment to the PUD agreement including site plan, bylaws and a letter from the Brighton Area Fire Department.



August 8, 2014

Mr. Mike Archinal
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: Timber Green PUD Agreement Amendment
Engineering Review**

Dear Mr. Archinal:

We have reviewed the proposed amendment to the Timber Green PUD Agreement which contain a general plan prepared by PEA. The amendment requests to revise the lot configuration and construct a 6,000 SF accessory building. The general plan depicts the lot configuration and road system to access the lots. The Timber Green PUD is located on the west side of Chilson Road north of Coon Lake Road. Tetra Tech has reviewed the documents and offers the following comments for consideration by the planning commission:

General Plan

1. The proposed lots will be served with private wells and on-site septic systems, which will require permitting by the Livingston County Health Department. No municipal utilities are being proposed.
2. The plan indicates the layout of the private road system; however, it lacks topographic information and dimensional data to perform a complete review. It is recommended that a private road construction plan submittal phase be included as a condition of approval of the amendment. The road is shown with one-way segments around a center gazebo area. Turning radii need to be provided to evaluate whether emergency vehicles can negotiate the proposed roads.
3. The 6,000 square foot accessory structure is shown on a parcel at the terminus of the cul-de-sac. This parcel is not identified as a specific parcel or common area. The planning consultant should provide their understanding of how this should be incorporated in the PUD.
4. A review of the grading and drainage of the site will need to be performed with the private road construction plan review.

From an engineering viewpoint, the general plan lacks the detail required for a complete review. However, the general layout of the PUD appears to be acceptable, provided construction plans for the road and site grading are provided for further review and approval.

Please call if you have any questions.

Sincerely,

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

Gary J. Markstrom, P.E.
Unit Vice President



BRIGHTON AREA FIRE AUTHORITY

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

August 6, 2014

Genoa Township
2311 Dorr Rd.
Brighton, MI 48116

RE: PUD Revision
3800 Chilson Rd.
Howell, MI 48116

GENOA TOWNSHIP
AUG 07 2014

Dear Kelly,

On August 4, 2014 the Brighton Area Fire Authority received a request for commentary regarding a PUD Amendment. The Brighton Area Fire Authority has not been able to conduct a complete and formal review based upon what was submitted. We request a full site submittal with details for the additional site revisions and alterations.

Our review comments below are derived from the adopted International Fire Code 2012 edition, and are based upon known factors of the site and the submitted documents.

1. There are no objections to the previously approved site as it is developed; however, there are concerns with the road width and the current configuration of the end turn around.
2. The new additional road and cul-de-sac, as well as the secondary emergency vehicle access road must meet the installation and maintenance requirements of Chapter 5 and Appendix D.
3. The fire code requires fire protection water supply be provided in accordance with Chapter 5 and Appendix B.
4. The gated entry requires a means for fire department emergency access, which is currently provided on site via a Knox Key Switch. Testing and verification of the controller and key must be performed once construction begins within the development.

There is also no indication of a new 6,000sqft accessory building on the plan or in the language of the amendment as suggested in email communication. Depending upon its intended use, the fire code requirements may or may not apply to this structure. Further detail is requested.

We greatly appreciate your cooperation and commitment to safety.

If you have any questions or concerns please feel free to contact me at (810)229-6640.

Kind Regards,

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

Capt. Rick Boisvert
Fire Inspector

MYERS & MYERS, PLLC
ATTORNEYS AT LAW

Kelly A. Myers
Roger L. Myers *
*Also Admitted to Practice in California

915 N. Michigan Avenue
Suite 200
Howell, Michigan 48843

Matthew M. Hagerty
Rebecca J.S. Cassell
Robert F. Marvin

(517) 540-1700
Fax: (517) 540-1701

August 6, 2014

VIA HAND DELIVERY

Mr. Michael Archinal
Genoa Township Manager
2911 Dorr Road
Brighton, MI 48116

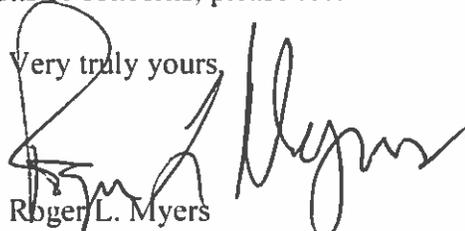
Re: Proposed First Amendment to PUD for Timber Green Development

Dear Mr. Archinal:

Enclosed please find ten (10) copies of the proposed First Amendment to the Planned Unit Development Agreement for Timber Green.

If you should have further questions or concerns, please feel free to contact me.

Very truly yours,


Roger L. Myers
Direct Dial: (517) 376-3727

RLM/jl

**FIRST AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN**

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT ("First Amendment to PUD Agreement") is made as of the ___ day of _____, 2014, by and between the Township of Genoa, Livingston County, Michigan, (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, in 2005, Developer desired to develop the Property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") to be known as "Timber Green"; and

WHEREAS, at a regular public meeting of the Township, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District to permit various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") to be known as "Timber Green"; and

WHEREAS, the Township's Zoning Ordinance required the execution of a Planned Unit Development Agreement ("PUD Agreement") in connection with the approval of a PUD which Agreement shall be binding on the Township and the Developer; and

WHEREAS, the Developer and the Township executed a PUD Agreement for the development of Timber Green on December 15, 2005; and

WHEREAS, the Developer and the Township have agreed to this second amendment to the PUD Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, agree to amend the PUD Agreement, as amended by the First Amendment to PUD, as follows:

1. Amendment of Approved Plan for PUD. Sheet C-3 of the Final Site Development Plan that was attached as part of Exhibit B to the PUD Agreement is hereby replaced with, and superseded by, the Sheet C-3 that is attached as Exhibit B to this First Amendment to PUD Agreement.

2. Reduction of Condominium Units. Section II, Paragraph B is deleted in its entirety and hereby replaced as follows:

“Developer represents that Developer has developed the Property identified as Parcels 1 through 9, both inclusive, and Parcels A and 2B in accordance with the PUD Plan, as amended, and presently intends to develop the parcels of the Property identified as Parcels 10, 13 and 14 on Exhibit B as a residential building site condominium project under the provisions of the Condominium Act, but that Parcels B, C, D and E, although included as a part of the PUD, will not be included in the site condominium project. Parcel B shall be established and is hereby approved as a separate building parcel under the Township’s applicable parcel division ordinance which parcel is acknowledged by the Township to have been approved by the Livingston County Department of Public Health for installation of an on-site wastewater system in accordance with its regulations pertaining to parcel divisions rather than site condominiums. Parcels C, D and E (17) are included in Exhibit B and in this PUD Agreement solely to evidence the Developer’s agreement to restrict them with reference to the Preservation Areas included within their respective boundaries as elsewhere herein provided and are not otherwise subject to participation in the proposed site condominium or restricted by any other aspects of the proposed development except as may be specifically set forth herein.”

3. Modification of Minimum Building Elevation and Square Footage Requirement. Section II, Paragraph D is hereby modified to provide as follows: Single-story residences shall be permitted with a maximum height of 35 feet, a front yard setback of 50 feet, a side yard setback of 30 feet, a rear yard setback of 60 feet, and a minimum living area of 2,000 square feet. For two-story residences, the minimum living area shall be reduced 2,500 square feet.

4. Additional Provision in Master Deed Restricting Access over Timber Green Court. The Master Deed for Timber Green shall be amended to add the following provision: “The owner of Parcels C, D and E (17) shall possess an easement for the right of access over and through Timber Green Court and the Northwest portion of the cul-de-sac between Parcels 10 and 13 to provide a means of secondary access to Parcels C, D and E (17) for emergency and non-commercial vehicular access.”

5. Continuing Effect. Except as amended and modified by this First Amendment to

PUD Agreement, all terms and conditions of the PUD Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this First Amendment to PUD Agreement.

TOWNSHIP OF GENOA,
a Michigan municipal corporation

By: _____
Supervisor

And: _____
Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing First Amendment to Planned Unit Development Agreement was acknowledged before me this ____ day of _____, 2014, by _____ and _____, the Supervisor and Clerk respectively of the Township of Genoa, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, Livingston County, Michigan
My commission expires:

CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: _____
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing First Amendment to Planned Unit Development Agreement was acknowledged before me this ____ day of _____, 2014, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Notary Public, Livingston County, Michigan
My commission expires: _____

This Instrument Drafted By:

Roger L. Myers
MYERS & MYERS, PLLC
915 N. Michigan Ave.
Howell, Michigan 48843

When recorded return to Drafter

EXHIBIT A

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN
(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad;

thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52" W, 753.20 feet along said North-South ¼ line; thence N 86°54'58" E, 1084.57 feet; thence S 12°37'50" W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence n 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1/19.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°49'26" W, 145.94 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.63 feet; thence N 12°37'50" E, 34.28 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

EXHIBIT B

TOWNSHIP OF GENOA
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN

THIS AGREEMENT is made as of the 15th day of December, 2005, by and between the Township of Genoa, Livingston County, Michigan, (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to develop the Property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") to be known as "Timber Green"; and

WHEREAS, the Township's Planning Commission, after giving proper notice, held a public hearing on July 28, 2003, at which Developer's Preliminary Application for a PUD ("Preliminary Application") was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on August 18, 2003, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on December 4, 2003, Developer submitted to the Planning Commission an Application for Final Approval of the PUD ("Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance ("Zoning Ordinance")' and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on January 26, 2004, as required by P.A. 184 of 1983, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the uses to be permitted within a PUD may allow clustering of single family residential dwellings to preserve open space and natural features of the lands lying within the PUD; and

WHEREAS, the Township Planning Commission and the Township Board have reviewed the Final Site Development Plan, attached hereto as Exhibit B, and have approved the Final Site Development plan as to: (1) total acreage under consideration for the Planned Unit Development; (2) the general location and acreage therein for the specified zoning district (being single-family residential use); (3) the number and general locations of residential building sites; (4) the general locations of the various land uses; and (5) the general layout and types of street patterns; and

WHEREAS, the approved Final Site Development Plan for the PUD is consistent with the purposes and objectives of the Township; and further, is consistent with the Township's Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of use thereof; and

WHEREAS, the Developer recognizes that the success of the development of the PUD depends upon several important factors, including ease of access by hard surface road, approved individual water supply and individual on-site sewage disposal; and

WHEREAS, Developer has made its application for final approval of the PUD to the Township Board pursuant to and in accordance with the provisions of Article 10 of the Township's zoning ordinance; and

WHEREAS, at a regular public meeting of the Township Board on February 16, 2004, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

WHEREAS, the Township's Zoning Ordinance requires the execution of a Planned Unit Development Agreement in connection with the approval of a PUD which Agreement shall be binding on the Township and the Developer;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement (sometimes hereinafter and in other documents related to Timber Green referred to as

the "PUD Agreement) contains important and essential terms as part of Final Approval of the Final Application, agree as follows:

I. GENERAL TERMS OF AGREEMENT

A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

B. Township acknowledges and represents that the Property has been rezoned to a PUD Zoning District.

C. The PUD shown and described in Exhibit A (legal descriptions of PUD Site) and the Final Site Development Plan referenced herein as Exhibit B (and specifically captioned as "Construction Drawings for Timber Green" consisting of Sheets C-1 through C-11, both inclusive, and Sheet L-1) is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to Act No. 184, Public Acts of 1943, the Township Rural Zoning Act; Act No. 185, Public Acts of 1931 and Act No. 168, Public Acts of 1945, relating to Municipal Planning; and in accordance with the Zoning Ordinance of Genoa Township, enacted October 7, 1991, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, and in compliance with the Michigan Condominium Act, P. A. 59 of 1978 ("Condominium Act") and the Administrative Rules promulgated thereunder and all provisions of the Township Zoning Ordinance pertaining thereto (collectively referred to herein as the "Applicable Regulations"), according to the terms thereof as of the date of approval of the PUD.

D. The Approved Plan for the PUD ("Approved Plan") includes Exhibit A and Exhibit B. The Approved Plan was formulated by the Developer and approved by the Township based upon the material terms of the following documents, which were presented to the Township by the Developer:

1. Environmental Impact Statement
2. Soils Boring Information

The Developer and the Township acknowledge that the Approved Plan takes precedence over the terms of the foregoing documents.

E. Developer and Township acknowledge and agree that rezoning to PUD of the Property described in Exhibit A constitutes approval of Exhibit B as it sets forth the number of permitted dwelling units and the general configuration of permitted land use clusters to be submitted for specific condominium subdivision/site plan approval. Site plan review for the PUD described in Exhibits A and B are not subject to any subsequent enactments or amendments to the Zoning ordinance or the Applicable Regulations and will be reviewed and approved in light of this

Agreement including Exhibit B hereto, the Zoning Ordinance and Applicable Regulations as they exist at the date of this Agreement. Developer shall comply with Article 13 of the Zoning Ordinance, as modified herein and as may be otherwise required, with respect to any condominium subdivision/site plan approved by Township at Developer's request. Any subsequent zoning action by the Township shall be in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance.

F. The approval of the PUD described herein and in Exhibit B, and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property described on Exhibit A and shall run with and bind such Property and shall bind and inure to the benefit of the parties hereto and their successors and assigns.

II. SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT.

A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that accessory uses, buildings and structures customarily incidental to single-family residential use as allowed by the Genoa Township Zoning Ordinance shall be permitted uses. Provided, however, that no single family residence shall be constructed on Parcel C or Parcel D as designated on Exhibit B hereto. Further, no additional single family residence shall be constructed within the area depicted on Exhibit B as Parcel E (sometimes also referenced as Parcel 17).

B. Developer represents that Developer presently intends to develop the parcels of the Property identified as Parcels 1 through 14, both inclusive, on Exhibit B as a residential building site condominium project under the provisions of the Condominium Act, but that Parcels A, B, C, D and E, although included as a part of the PUD, will not be included in the site condominium project. Parcels A and B shall be established and are hereby approved as separate building parcels under the Township's applicable parcel division ordinance which parcels are acknowledged by the Township to have been approved by the Livingston County Department of Public Health for installation of on-site wastewater systems in accordance with its regulations pertaining to parcel divisions rather than site condominiums. Parcels C, D and E (17) are included in Exhibit B and in this PUD Agreement solely to evidence the Developer's agreement to restrict them with reference to the Preservation Areas included within their respective boundaries as elsewhere herein provided and are not otherwise subject to participation in the proposed site condominium or restricted by any other aspects of the proposed development except as may be specifically set forth herein.

C. At the time of filing a condominium subdivision/site plan review application, Developer shall indicate, for each individual building site ("Unit"), the proposed location for the building area within such Unit with attention to preservation of natural features, such as trees, views, vistas and topography. Final approval of the condominium subdivision/site plan shall constitute the Township's approval of the building area for the residence within each Unit and no residence shall be erected or placed other than within the confines of an approved building area. All areas

designated on Sheet L-1 of Exhibit B hereto as "Deeded Preservation Areas" (whether located within or outside of any Unit) shall be maintained in perpetuity in their respective natural states and restrictive covenants satisfactory to the Township shall be set forth in the condominium master deed, bylaws and any other real property restrictions or covenants applicable to the Property (collectively hereinafter sometimes referred to as the "Governing Documents"). All such Deeded Preservation Areas shall be limited in the Governing Documents to passive recreation, with no tree removal or wetland altering permitted. Such restrictions shall also affirmatively require that native vegetation and existing drainage patterns shall continue to be maintained within such Areas. In addition, all areas designated on Sheet L-1 of Exhibit B hereto as "Restricted Preservation Areas" need not be maintained in their natural state but shall be restricted as follows: (i) no tree measuring more than six inches in diameter at a point four feet above ground level shall be cut down without Township approval and (ii) no fertilizers containing phosphorous shall be used.

D. Where not otherwise specified herein, all units and residences shall conform, at a minimum, with the following area and bulk requirements:

MIN. UNIT SIZE MAX. BLDG. HGHT. MIN. YD. SETBACK MIN. LIVING AREA

| <u>Area</u> | <u>Width</u> | <u>Stories Feet</u> | | <u>Front</u> | <u>Side</u> | <u>Rear</u> | <u>Sq. ft. per unit</u> |
|-------------|------------------------|---------------------|----|--------------|-------------|-------------|-------------------------|
| | At Street - 75 | | | | | | |
| 43,560 | At Front Setback - 100 | 2 | 35 | 50 | 30 | 60* | 3000 |

*Parcels 3-6, 13 and 14 shall maintain an 80 foot rear setback.

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual Parcel basis.

Developer acknowledges that Township, in evaluating site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the homes in the PUD and the plan's compatibility with adjacent uses of land with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, Township shall act reasonably to effectuate the purposes of the Zoning Ordinance.

E. Governing Documents controlling and limiting the use and enjoyment of the Property described in Exhibit A shall be submitted for review and approval by the Township Board before any final approval of permission to start residential construction within the PUD. The Governing Documents shall be binding on all successors in interest of the Property. The provisions of the Governing Documents shall not reduce minimum area and bulk requirements as stated in paragraph II. D above, unless otherwise agreed upon in writing between Township and Developer. Among other things, the Governing Documents and any other pertinent restrictions shall provide, in accordance with the depictions on Exhibit B hereto, for the following which are specifically agreed by the Township and the Developer: (1) a private paved road of a minimum width of 26 feet (22 feet of pavement and 2 foot gravel shoulders on each side) as depicted on Exhibit B hereto with low level ornamental street lights adjacent thereto; further, the cul-de sac

and intermediate turnaround specifications for such road shall be as depicted and specifically set forth on the Exhibit B and shall incorporate vehicle turning radii and traffic safety standards in conformity with Township requirements; additionally, in connection with the such private road, it is also agreed that a private drive access from the private road to Parcel 2B on Exhibit B is approved and a further extension of said private drive access across Parcel 2B for access to Parcel B is likewise approved with applicable private road frontage requirements for Parcel B being hereby waived by the Township; (2) a gated entry (per the requirements of the Township, the Livingston County Road Commission and the Howell Fire Department) at the Chilson Road entrance with extensive landscaping in connection therewith including a 100-foot wide landscape buffer along the Chilson Road frontage which shall contain plantings as depicted on the Site Plan and which may also contain a bikepath or sidewalk for use by persons other than residents of the PUD area; (3) an internal park area, walking path and other common open space for the use and benefit of the residents of the Planned Unit Development as depicted on Exhibit B hereto; and (4) appropriate covenants and restrictions in the Governing Documents which are designed to incorporate the essential depictions and provisions of Sheet L-1 of Exhibit B hereto as relates to the Deeded Preservation Areas, the Restricted Preservation Areas and various developmental features with respect to the Property. The Developer agrees to maintain the existing woodland buffer along the southern boundary of the Property and to supplement the same with additional plantings as depicted on the Landscaping and Preservation Plan attached as a part of Exhibit B.

F. In no event shall the number of total dwelling units permitted within the PUD exceed seventeen (17), being sixteen (16) new single-family homes and one (1) existing residence, and which conform to the number thereof shown on Exhibit B, without re-application and the execution of a new PUD Agreement by the parties after proceedings in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. In no event shall the total number of dwelling units permitted within the PUD be less than the number of dwelling units provided for in Exhibit B without Developer's prior written consent.

G. In accordance with Article 10 of the Genoa Township Zoning Ordinance; the Genoa Township Planning Commission on January 26, 2004 has determined that the proposed development, as presented, may be served by on-site septic systems. Furthermore, the use of on-site septic systems shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all other applicable laws and regulations.

H. In accordance with Article 10 of the Genoa Township Zoning Ordinance, the Genoa Township Planning Commission on January 26, 2004 has determined that the proposed development, as presented, may be served by individual wells for domestic water supply. Furthermore, the use of individual wells shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all applicable laws and regulations.

I. The storm water retention/detention system for the PUD shall meet the requirements of the Livingston County Drain Commission and all applicable laws and regulations.

J. Certain common areas committed to the use of residents of the Property pursuant to the PUD Ordinance are designated as open space as depicted on Exhibit B. Such open space areas may also be used for landscaping and for storm water management including detention basins and sediment basins. Maintenance and supervision of all common areas shall be the responsibility of the condominium homeowners association ("Association") which shall be established to administer, manage and maintain the common areas of Timber Green.

K. All utilities required in connection with the development of Timber Green shall be installed underground.

III. MISCELLANEOUS TERMS OF THIS AGREEMENT

A. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for violation of the Zoning Ordinance. Developer further understands and agrees that no use permits will be issued if the Developer is in breach of its duties under the PUD Agreement or the Master Deed for Timber Green.

B. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this contract. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Property or any part thereof and shall also include the Association. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon conveyance by it of the Property or any part thereof to a successor developer and/or to the co-owners of some or all condominium Units and/or upon succession by the Association to various of the Developer's rights by assignment under and pursuant to the Governing Documents for Timber Green. This Agreement shall be recorded with the Livingston County Register of Deeds and the benefits and burdens set forth herein shall run with the Property described in Exhibit A.

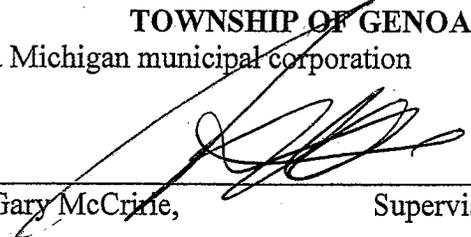
C. This Agreement may be amended only by a written instrument executed and recorded by the parties hereto and their successors and assigns; provided, however, that the Association shall have the power and authority to execute any such amendment on behalf of any and all Unit owners and, provided further, that the joinder by the owners of the Property (or any of them) shall not be required to effectuate any amendment which does not have an adverse impact upon such owners (or any of them).

D. This Agreement may be executed in counterparts, each and all of which together shall constitute one and the same document.

[Signatures and acknowledgments appear on the following two pages]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this Agreement.

TOWNSHIP OF GENOA,
a Michigan municipal corporation



Gary McCririe, Supervisor



Paulette Skolarus, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me in Livingston County, Michigan this 19th day of December, 2005, by Gary McCririe and Paulette Skolarus, the Supervisor and Clerk respectively of the Township of Genoa, a Michigan municipal corporation, on behalf of the corporation.



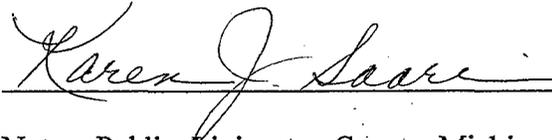
KAREN SAARI
Notary Public, Livingston County, Michigan
My commission expires: 10-4-2012
Acting in Livingston County

CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: 
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me in Livingston County, Michigan this 20th day of December, 2005, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Notary Public, Livingston County, Michigan
My commission expires: 10-4-2012
Acting in Livingston County

This Instrument Drafted By:

William T. Myers
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded return to Drafter

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN

(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said centerline; thence N $52^{\circ}28'44''$ W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad; thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and a chord bearing of N 34°29'25" W, 1.56 feet along s said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52"

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

W, 753.20 feet along said North-South $\frac{1}{4}$ lie; thence N $86^{\circ}54'58''$ E, 1084.57 feet; thence S $12^{\circ}37'50''$ W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said centerline; thence N $52^{\circ}28'44''$ W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1/19.04 feet, a delta angle of $09^{\circ}54'53''$, and a chord bearing N $47^{\circ}31'12''$ W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S $47^{\circ}49'26''$ W, 145.94 feet; thence N $42^{\circ}10'34''$ W, 177.87 feet; thence S $86^{\circ}54'58''$ W, 434.63 feet; thence N $12^{\circ}37'50''$ E, 34.28 feet; thence N $86^{\circ}54'58''$ E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of $03^{\circ}20'04''$, and a chord bearing of S $40^{\circ}53'43''$ E, 100.02 feet along said centerline to the point of beginning.

LAW OFFICES
MYERS NELSON DILLON & SHIERK, PLLC

40701 WOODWARD AVENUE
SUITE 235
BLOOMFIELD HILLS, MI 48304-2221

TELEPHONE (248) 203-2040
FACSIMILE (248) 203-2045

WILLIAM T. MYERS

wmyers@mnds-llc.com

December 16, 2005

Ms. Kelly VanMarter
Genoa Township Planning Director
2911 Dorr Road
Brighton, Michigan 48116

Via Federal Express

Re: Timber Green

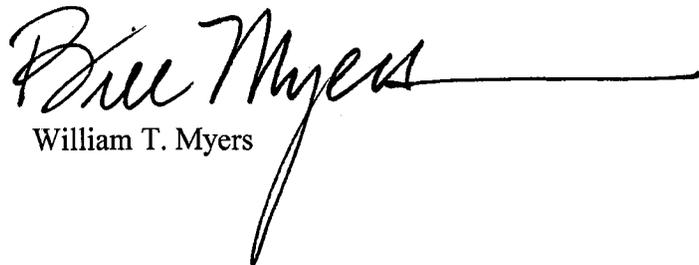
Dear Kelly:

Enclosed are three revised sets of the PUD Agreement in accordance with our discussion this afternoon. We have inserted the pertinent dates and other information which you provided to us and have also inserted your requested text as a last sentence in Article III, Part A of the document. Also, we confirm to you that the Master Deed verbiage which you had requested had previously been substantially included in Article VIII, Section 13 of the Master Deed.

In the event that you have any questions, please let me know. Thanks for your help in concluding this matter.

Sincerely,

MYERS NELSON DILLON & SHIERK, PLLC


William T. Myers

Enclosures

cc: Mr. Steven J. Gronow

FAX COVER SHEET

Kelly Kolakowski
Genoa Township Planning Coordinator
2911 Dorr Road
Brighton, MI 48116

Phone: 810.227.5225 Ext. 15
FAX: 810.227.3420
kelly@genoa.org



Total pages, including cover: 1

| | |
|----------------------|----------------------|
| Send to: | From: |
| Chestnut Development | Kelly Kolakowski |
| Attention: | Date: |
| Steve Gronow | 3-17-04 |
| Fax Number: | Phone number: |
| 517 552 2439 | |

Comments:

Steve,

Our attorney has requested that you add the following items to the PUD Agreement and Master Deed. Once these changes are made, please resubmit to the township for execution.

- 1.) In the PUD Agreement – please add that: “No use permits will be issued if the developer is in breach of its duties under the PUD Agreement or Master Deed”.
- 2.) In the Master Deed, under amendment please add a statement that: all amendments to the PUD must be approved by the Township.

Please call me with any questions.

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
GENOA TOWNSHIP
18102273420
Mar-17-04 4:47PM

| Job | Start Time | Usage | Phone Number or ID | Type | Pages | Mode | Status |
|-------|-------------|-------|--------------------|------------------|-------|-------|----------------|
| 213 | 3/17 4:47PM | 0'26" | 5175522439 | Send..... | 1 / 1 | EC144 | Completed..... |
| Total | | 0'26" | Pages Sent: 1 | Pages Printed: 0 | | | |

FAX COVER SHEET

Kelly Kolakowski
Genoa Township Planning Coordinator
2911 Dorr Road
Brighton, MI 48116

Phone: 810.227.5225 Ext. 15
FAX: 810.227.3420
kelly@genoa.org



Total pages, including cover: 1

| | |
|----------------------|------------------|
| Send to: | From: |
| Chestnut Development | Kelly Kolakowski |
| Attention: | Date: |
| Steve Gronow | 3-17-04 |
| Fax Number: | Phone number: |
| 517 552 2439 | |

Comments:

Steve,

Our attorney has requested that you add the following items to the PUD Agreement and Master

Deed. Once these changes are made, please resubmit to the township for execution.

- 1.) In the PUD Agreement – please add that: "No use permits will be issued if the developer is in breach of its duties under the PUD Agreement or Master Deed".
- 2.) In the Master Deed, under amendment please add a statement that: all amendments to the PUD must be approved by the Township.

Please call me with any questions.

hp LaserJet 3015

Genoa Township
18102271409
Dec-16-2005 9:48AM



Fax Call Report

| Job | Date | Time | Type | Identification | Duration | Pages | Result |
|-----|------------|-----------|------|----------------|----------|-------|--------|
| 981 | 12/16/2005 | 9:46:55AM | Send | 12482032045 | 1:10 | 2 | OK |

FAX COVER SHEET

Kelly VanMarter
Genoa Township Planning Director
2911 Dorr Road
Brighton, MI 48116

Phone: 810.227.5225 Ext. 15
FAX: 810.227.3420
kelly@genoa.org



Total pages, including cover: 2

| | |
|------------------------------------|--------------------------|
| Send to: <i>BILL MYERS</i> | From: <i>KV</i> |
| Attention: | Date: <i>12/16/05</i> |
| Fax Number: <i>248 203 2045</i> | Phone number: |

Comments:

FAX COVER SHEET

Kelly VanMarter
Genoa Township Planning Director
2911 Dorr Road
Brighton, MI 48116

Phone: 810.227.5225 Ext. 15
FAX: 810.227.3420
kelly@genoa.org



Total pages, including cover: 2

| | |
|-----------------------------|--|
| Send to: BILL MYERS | From: Kelly VanMarter  |
| Attention: | Date: 12/16/05 |
| Fax Number: 248 203 2045 | Phone number: |

Comments:

THE HEIKKINEN LAW FIRM, P.C.

110 NORTH MICHIGAN AVENUE
HOWELL, MICHIGAN 48843

ARTHUR HEIKKINEN
RICHARD A. HEIKKINEN

(517) 546-1434
FAX (517) 546-6775

T R A N S M I T T A L

TO: KELLY K.

Date: 3-17-04

We are sending the following _____ pages excluding this cover sheet.

RE: ~~TIMBER~~ GREEN

KELLY,

I DON'T SEE ANY PROBLEMS WITH THE
PUD OR MASTER DEED. I WOULD, HOWEVER, LIKE
TO SEE 2 THINGS ADDED. 1ST, IN THE PUD AN
AGREEMENT THAT NO USE PERMITS WILL BE ISSUED IF
THE DEVELOPER IS IN BREACH OF ITS DUTIES UNDER
THE PUD AGREEMENT OR MASTER DEED. 2ND, IN THE
MASTER DEED UNDER AMENDMENT, A STATEMENT THAT
ALL AMENDMENTS TO THE PUD MUST BE APPROVED BY
THE TOWNSHIP.

Rich

FAX NO. 517/546-6775

PHONE NO. 517/546-1434

This facsimile contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the addressee. If you are not the intended recipient, you are requested not to disseminate to copy this facsimile. If you have received this facsimile in error, please notify this office by telephone and return the original facsimile to us via U.S. Postal Service. Thank you for your anticipated cooperation.

GENOA TOWNSHIP

FEB 11 REC'D

RECEIVED

TOWNSHIP OF GENOA
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN

THIS AGREEMENT is made as of the ___th day of January, 2004, by and between the Township of Genoa, Livingston County, Michigan, (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to develop the Property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") to be known as "Timber Green"; and

WHEREAS, the Township's Planning Commission, after giving proper notice, held a public hearing on _____, 200__, at which Developer's Preliminary Application for a PUD ("Preliminary Application") was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on _____, 200__, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on _____, 200__, Developer submitted to the Planning Commission an Application for Final Approval of the PUD ("Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance ("Zoning Ordinance")' and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on _____, 200__, as required by P.A. 184 of 1983, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the uses to be permitted within a PUD may allow clustering of single family residential dwellings to preserve open space and natural features of the lands lying within the PUD; and

WHEREAS, the Township Planning Commission and the Township Board have reviewed the Final Site Development Plan, attached hereto as Exhibit B, and have approved the Final Site Development plan as to: (1) total acreage under consideration for the Planned Unit Development; (2) the general location and acreage therein for the specified zoning district (being single-family residential use); (3) the number and general locations of residential building sites; (4) the general locations of the various land uses; and (5) the general layout and types of street patterns; and

WHEREAS, the approved Final Site Development Plan for the PUD is consistent with the purposes and objectives of the Township; and further, is consistent with the Township's Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of use thereof; and

WHEREAS, the Developer recognizes that the success of the development of the PUD depends upon several important factors, including ease of access by hard surface road, approved individual water supply and individual on-site sewage disposal; and

WHEREAS, Developer has made its application for final approval of the PUD to the Township Board pursuant to and in accordance with the provisions of Article 10 of the Township's zoning ordinance; and

WHEREAS, at a regular public meeting of the Township Board on _____, 200__, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

WHEREAS, the Township's Zoning Ordinance requires the execution of a Planned Unit Development Agreement in connection with the approval of a PUD which Agreement shall be binding on the Township and the Developer;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement (sometimes hereinafter and in other documents related to Timber Green referred to as the "PUD Agreement) contains important and essential terms as part of Final Approval of the Final Application, agree as follows:

I. GENERAL TERMS OF AGREEMENT

A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

B. Township acknowledges and represents that the Property has been rezoned to a PUD Zoning District.

C. The PUD shown and described in Exhibit A (legal descriptions of PUD Site) and the Final Site Development Plan referenced herein as Exhibit B (and specifically captioned as "Construction Drawings for Timber Green" consisting of Sheets C-1 through C-11, both inclusive, and Sheet L-1) is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to Act No. 184, Public Acts of 1943, the Township Rural Zoning Act; Act No. 185, Public Acts of 1931 and Act No. 168, Public Acts of 1945, relating to Municipal Planning; and in accordance with the Zoning Ordinance of Genoa Township, enacted October 7, 1991, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, and in compliance with the Michigan Condominium Act, P. A. 59 of 1978 ("Condominium Act") and the Administrative Rules promulgated thereunder and all provisions of the Township Zoning Ordinance pertaining thereto (collectively referred to herein as the "Applicable Regulations"), according to the terms thereof as of the date of approval of the PUD.

D. The Approved Plan for the PUD ("Approved Plan") includes Exhibit A and Exhibit B. The Approved Plan was formulated by the Developer and approved by the Township based upon the material terms of the following documents, which were presented to the Township by the Developer:

1. Environmental Impact Statement
2. Soils Boring Information

The Developer and the Township acknowledge that the Approved Plan takes precedence over the terms of the foregoing documents.

E. Developer and Township acknowledge and agree that rezoning to PUD of the Property described in Exhibit A constitutes approval of Exhibit B as it sets forth the number of permitted dwelling units and the general configuration of permitted land use clusters to be submitted for specific condominium subdivision/site plan approval. Site plan review for the PUD described in Exhibits A and B are not subject to any subsequent enactments or amendments to the Zoning ordinance or the Applicable Regulations and will be reviewed and approved in light of this Agreement including Exhibit B hereto, the Zoning Ordinance and Applicable Regulations as they exist at the date of this Agreement. Developer shall comply with Article 13 of the Zoning Ordinance, as modified herein and as may be otherwise required, with respect to any condominium subdivision/site plan approved by Township at Developer's request. Any subsequent zoning action

by the Township shall be in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance.

F. The approval of the PUD described herein and in Exhibit B, and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property described on Exhibit A and shall run with and bind such Property and shall bind and inure to the benefit of the parties hereto and their successors and assigns.

II. SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT .

A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that accessory uses, buildings and structures customarily incidental to single-family residential use as allowed by the Genoa Township Zoning Ordinance shall be permitted uses. Provided, however, that no single family residence shall be constructed on Parcel C or Parcel D as designated on Exhibit B hereto. Further, no additional single family residence shall be constructed within the area depicted on Exhibit B as Parcel E (sometimes also referenced as Parcel 17).

B. Developer represents that Developer presently intends to develop the parcels of the Property identified as Parcels 1 through 14, both inclusive, on Exhibit B as a residential building site condominium project under the provisions of the Condominium Act, but that Parcels A, B, C, D and E, although included as a part of the PUD, will not be included in the site condominium project. Parcels A and B shall be established and are hereby approved as separate building parcels under the Township's applicable parcel division ordinance which parcels are acknowledged by the Township to have been approved by the Livingston County Department of Public Health for installation of on-site wastewater systems in accordance with its regulations pertaining to parcel divisions rather than site condominiums. Parcels C, D and E (17) are included in Exhibit B and in this PUD Agreement solely to evidence the Developer's agreement to restrict them with reference to the Preservation Areas included within their respective boundaries as elsewhere herein provided and are not otherwise subject to participation in the proposed site condominium or restricted by any other aspects of the proposed development except as may be specifically set forth herein.

C. At the time of filing a condominium subdivision/site plan review application, Developer shall indicate, for each individual building site ("Unit"), the proposed location for the building area within such Unit with attention to preservation of natural features, such as trees, views, vistas and topography. Final approval of the condominium subdivision/site plan shall constitute the Township's approval of the building area for the residence within each Unit and no residence shall be erected or placed other than within the confines of an approved building area. All areas designated on Sheet L-1 of Exhibit B hereto as "Deeded Preservation Areas" (whether located within or outside of any Unit) shall be maintained in perpetuity in their respective natural states and restrictive covenants satisfactory to the Township shall be set forth in the condominium master deed, bylaws and any other real property restrictions or covenants applicable to the Property (collectively hereinafter

sometimes referred to as the "Governing Documents"). All such Deeded Preservation Areas shall be limited in the Governing Documents to passive recreation, with no tree removal or wetland altering permitted. Such restrictions shall also affirmatively require that native vegetation and existing drainage patterns shall continue to be maintained. within such Areas. In addition, all areas designated on Sheet L-1 of Exhibit B hereto as "Restricted Preservation Areas" need not be maintained in their natural state but shall be restricted as follows: (i) no tree measuring more than six inches in diameter at a point four feet above ground level shall be cut down without Township approval and (ii) no fertilizers containing phosphorous shall be used.

D. Where not otherwise specified herein, all units and residences shall conform, at a minimum, with the following area and bulk requirements:

MIN. UNIT SIZE MAX. BLDG. HGHT. MIN. YD. SETBACK MIN. LIVING AREA

| <u>Area</u> | <u>Width</u> | <u>Stories</u> | <u>Feet</u> | <u>Front</u> | <u>Side</u> | <u>Rear</u> | <u>Sq. ft. per unit</u> |
|----------------|------------------------|----------------|-------------|--------------|-------------|-------------|-------------------------|
| At Street - 75 | | | | | | | |
| 43,560 | At Front Setback - 100 | 2 | 35 | 50 | 30 | 60* | 3000 |

*Parcels 3-6, 13 and 14 shall maintain an 80 foot rear setback.

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual Parcel basis.

Developer acknowledges that Township, in evaluating site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the homes in the PUD and the plan's compatibility with adjacent uses of land with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, Township shall act reasonably to effectuate the purposes of the Zoning Ordinance.

E. Governing Documents controlling and limiting the use and enjoyment of the Property described in Exhibit A shall be submitted for review and approval by the Township Board before any final approval of permission to start residential construction within the PUD. The Governing Documents shall be binding on all successors in interest of the Property. The provisions of the Governing Documents shall not reduce minimum area and bulk requirements as stated in paragraph II. D above, unless otherwise agreed upon in writing between Township and Developer. Among other things, the Governing Documents and any other pertinent restrictions shall provide, in accordance with the depictions on Exhibit B hereto, for the following which are specifically agreed by the Township and the Developer: (1) a private paved road of a minimum width of 26 feet (22 feet of pavement and 2 foot gravel shoulders on each side) as depicted on Exhibit B hereto with low level ornamental street lights adjacent thereto; further, the cul-de sac and intermediate turnaround specifications for such road shall be as depicted and specifically set forth on the Exhibit B and shall incorporate vehicle turning radii and traffic safety standards in conformity with Township requirements; additionally, in connection with the such private road, it is also agreed that a private drive access from the private road to Parcel 2B on Exhibit B is approved and a further extension of

said private drive access across Parcel 2B for access to Parcel B is likewise approved with applicable private road frontage requirements for Parcel B being hereby waived by the Township; (2) a gated entry (per the requirements of the Township, the Livingston County Road Commission and the Howell Fire Department) at the Chilson Road entrance with extensive landscaping in connection therewith including a 100-foot wide landscape buffer along the Chilson Road frontage which shall contain plantings as depicted on the Site Plan and which may also contain a bikepath or sidewalk for use by persons other than residents of the PUD area; (3) an internal park area, walking path and other common open space for the use and benefit of the residents of the Planned Unit Development as depicted on Exhibit B hereto; and (4) appropriate covenants and restrictions in the Governing Documents which are designed to incorporate the essential depictions and provisions of Sheet L-1 of Exhibit B hereto as relates to the Deeded Preservation Areas, the Restricted Preservation Areas and various developmental features with respect to the Property. The Developer agrees to maintain the existing woodland buffer along the southern boundary of the Property and to supplement the same with additional plantings as depicted on the Landscaping and Preservation Plan attached as a part of Exhibit B.

F. In no event shall the number of total dwelling units permitted within the PUD exceed seventeen (17), being sixteen (16) new single-family homes and one (1) existing residence, and which conform to the number thereof shown on Exhibit B, without re-application and the execution of a new PUD Agreement by the parties after proceedings in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. In no event shall the total number of dwelling units permitted within the PUD be less than the number of dwelling units provided for in Exhibit B without Developer's prior written consent.

G. In accordance with Article 10 of the Genoa Township Zoning Ordinance; the Genoa Township Planning Commission on _____, 200__ has determined that the proposed development, as presented, may be served by on-site septic systems. Furthermore, the use of on-site septic systems shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all other applicable laws and regulations.

H. In accordance with Article 10 of the Genoa Township Zoning Ordinance, the Genoa Township Planning Commission on _____, 200__ has determined that the proposed development, as presented, may be served by individual wells for domestic water supply. Furthermore, the use of individual wells shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all applicable laws and regulations.

I. The storm water retention/detention system for the PUD shall meet the requirements of the Livingston County Drain Commission and all applicable laws and regulations.

J. Certain common areas committed to the use of residents of the Property pursuant to the PUD Ordinance are designated as open space as depicted on Exhibit B. Such open space areas may also

be used for landscaping and for storm water management including detention basins and sediment basins. Maintenance and supervision of all common areas shall be the responsibility of the condominium homeowners association ("Association") which shall be established to administer, manage and maintain the common areas of Timber Green.

K. All utilities required in connection with the development of Timber Green shall be installed underground.

III. MISCELLANEOUS TERMS OF THIS AGREEMENT

A. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for violation of the Zoning Ordinance.

B. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this contract. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Property or any part thereof and shall also include the Association. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon conveyance by it of the Property or any part thereof to a successor developer and/or to the co-owners of some or all condominium Units and/or upon succession by the Association to various of the Developer's rights by assignment under and pursuant to the Governing Documents for Timber Green. This Agreement shall be recorded with the Livingston County Register of Deeds and the benefits and burdens set forth herein shall run with the Property described in Exhibit A.

C. This Agreement may be amended only by a written instrument executed and recorded by the parties hereto and their successors and assigns; provided, however, that the Association shall have the power and authority to execute any such amendment on behalf of any and all Unit owners and, provided further, that the joinder by the owners of the Property (or any of them) shall not be required to effectuate any amendment which does not have an adverse impact upon such owners (or any of them).

D. This Agreement may be executed in counterparts, each and all of which together shall constitute one and the same document.

[Signatures and acknowledgments appear on the following two pages]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this Agreement.

TOWNSHIP OF GENOA,
a Michigan municipal corporation

By: _____
Supervisor

And: _____
Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me this ____ day of January, 2004, by _____ and _____, the Supervisor and Clerk respectively of the Township of Genoa, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, Livingston County, Michigan
My commission expires: _____

CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: _____
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me this
____ day of January, 2004, by Steven J. Gronow, Managing Member of Chestnut Development,
L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Notary Public, Livingston County, Michigan
My commission expires: _____

This Instrument Drafted By:

William T. Myers
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded return to Drafter

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN
(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said

EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT FOR TIMBER GREEN

(second of three pages)

centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad; thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and

EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT FOR TIMBER GREEN

(Third of three pages)

a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52" W, 753.20 feet along said North-South ¼ line; thence N 86°54'58" E, 1084.57 feet; thence S 12°37'50" W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1/19.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°49'26" W, 145.94 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.63 feet; thence N 12°37'50" E, 34.28 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

TIMBER GREEN

EXHIBIT A

BYLAWS

GENOA TOWNSHIP

FEB 11 REC'D

RECEIVED

ARTICLE I

ASSOCIATION OF CO-OWNERS

Timber Green, a residential building site condominium project located in Genoa Township, Livingston County, Michigan, shall be administered by an Association of Co-owners which has been incorporated as a Michigan non-profit corporation known as Timber Green Homeowners Association, hereinafter called 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(9) 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 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 General 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 General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget 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, and also including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular quarter-annual payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection 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, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in its sole discretion: (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 repairs or replacements of existing General Common Elements, (c) to provide additions to the General Common Elements not exceeding \$2,500.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Association 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 subsection 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 General Common Elements of a cost exceeding \$2,500.00 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, or (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, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in value and in number. 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. This Section 2(b) does not apply to special assessments levied by the Township pursuant to applicable provisions of the Master Deed.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66-2/3% of all Co-owners in value and in number. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 5 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding, or otherwise.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, 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 the respective percentages of value set forth in Article V of the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners annually or in periodic installments as the Board of Directors of the Association may determine, 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. The payment of an installment shall be in default if such installment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may assess reasonable automatic late charges or may, pursuant to Articles XIX and XX hereof, levy fines for late payment of assessment installments in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which 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 assessment 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. 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's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. 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 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, 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 also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 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 thereof or any persons claiming under him or her. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Articles XIX and 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 herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 installment(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 nonpayment 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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his her or their last known address, a written notice that one 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 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, 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 Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-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 late charges, interest, fines, costs, actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his or her Unit.

(e) **Enforcement Against Adjoining Parcel Owners.** Pursuant to the terms and provisions of the Declaration, certain adjoining parcel owners will become responsible for payment of assessments for use of various Condominium Amenities and for contributions to the maintenance of the Landscape Buffer, all as defined and described in the Declaration. The Association shall have the same rights and remedies for enforcement of payment of said assessments against said parcel owners as are set forth with respect to enforcement against Co-owners in subsections (a) through (d) of this Section 5.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together

with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all completed Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a *pro rata* share of snow removal and other road maintenance concerning Timber Green from time to time as well as a *pro rata* share of any liability insurance with respect to Common Elements and other Common Element administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer may assign this limited exemption from regular Association assessments to any person to whom or which Developer may sell Units. 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 or 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. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by the Township. A "completed Unit" shall mean any Unit which is served by a completed road in and completed utility mains in front of such Unit and which is otherwise eligible for issuance of a residential building permit by the Township. For purposes of expense sharing under this Section, Units shall be deemed to include Parcels A and B as depicted on the Condominium Subdivision Plan and referenced in Article VIII, Section 11 of the Master Deed except that Parcel B shall not be deemed to be a completed Unit for purposes of expense sharing under this Section until such time as a completed residential dwelling has been constructed thereon.

Section 8. 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 9. 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 10. 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.

Section 11. 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, interest, late charges,

2

finer, costs and other fees 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

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 extended coverage, vandalism and malicious mischief and 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), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable and available, and any other insurance the Association may deem applicable, desirable or necessary,

pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of 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, upon request of a mortgagee.

(b) **Insurance of Common Elements**. All General Common Elements of the Condominium Project shall be insured against 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.

(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**. If applicable, 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 for 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 and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements of the Condominium Project, 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 premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and 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 such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on 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 from time to time 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 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 the improvements located thereon, 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 such coverage shall not be less than \$1,000,000.00 (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 upon request. 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.

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 unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements Thereon.** If the damaged property is a Unit 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 slightly 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.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the Co-owners shall unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and other ordinance requirements of the Township.

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 first 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 therefor, 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 50% 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 100%. 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.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. Neither the Units nor the Common Elements shall be

used in violation of applicable zoning or other ordinances of the Township or in violation of other pertinent laws or regulations and all Co-owners and the Association shall, whenever required, obtain affirmative approvals or permits from the Township as may be required by applicable ordinances. Timber Green is established as a first-class residential site condominium project and shall be maintained at all times in accordance with high standards consistent with such use.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease or sell his or her Unit for the same purposes set forth in Section 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 except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

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

Section 3. Architectural Control. No dwelling, structure, landscaping or other improvement of any nature shall be constructed or installed within a Condominium Unit, or elsewhere within the Condominium Project, nor shall any material exterior modification be made to any existing building, structure or improvement, unless architectural plans (including elevations), and specifications therefor, and/or landscaping plans, together with site plans, and building and/or plant materials and containing such other details as the Developer may require, have first been approved in writing by the Developer. Construction of any building or other improvement must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications 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 and the degree of harmony thereof with the Condominium as a whole. The Developer shall act upon any such application for approval of plans within 30 days after receipt of such plans and specifications by it. If Developer fails to respond to any such plan approval application within 30 days after receipt, the plan(s) submitted shall be

deemed approved. The Developer shall have the exclusive right of approval under this Section 3 throughout the entire Development and Sales period although it may, if it so elects, establish an architectural committee solely for advisory purposes. Any modifications or improvements which obtain the required approval of the Developer and/or the Association shall always be made strictly in accordance with all requirements of the Ordinances of Genoa Township and any other public agency having jurisdiction and any Co-owner failing to obtain any required permits and approvals from pertinent public agencies shall indemnify the Association against all expense or damage which it may incur as a result thereof. Approved construction, once begun, shall proceed promptly and shall be completed within a reasonable time and each Co-owner shall be duly diligent in pursuance of this requirement. Each Co-owner shall obtain a certificate of occupancy for his or her residence within one year after commencement, and, notwithstanding issuance of such certificate, no residence shall be left in an incomplete state on the exterior for longer than a year after construction begins. No boundary fences or walls shall be permitted without written approval of the Developer, in its discretion, and fences or walls to be used in connection with gardens, patios, privacy areas, pools, or dog runs shall be likewise be subject to the written, discretionary approval of the Developer. If any of the same are required by ordinance or for safety reasons, they shall still be subject to the Developer's written approval as to design. Outbuildings shall not be constructed on any Parcel without written approval of Developer which may be granted or withheld in Developer's sole discretion.

All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. All residential structures built in a Unit shall have exterior finishes of woodboard or vinyl siding, brick and/or stone. At least 55% of each residential structure shall be brick and/or approved decorative stone. Plywood, aluminum and asbestos siding are prohibited. Any exposed exterior foundation shall be covered with brick, stone, or painted to match the exterior of the house with a solid opaque stain. All dwellings shall have a minimum living area of 3,000 square feet, exclusive of basement, and an attached garage of a minimum size to store two cars and a maximum size to store 3-1/2 cars. Garage entrances must be side entry only unless waived by the Developer pursuant to Section 22 of this Article VI and all garage doors must be of the sectional type. No carports shall be constructed or utilized. Only new materials and no used materials shall be used in the construction of any residential structure. Neither mobile homes nor modular homes may be constructed, erected or placed on any Unit. No structure shall be occupied as living quarters unless and until said structure shall be completed according to approved plans and until a temporary or permanent occupancy permit has been issued by the governmental unit having jurisdiction over the construction and use of such structure. During construction and upon completion, each Unit shall be kept free and clean of construction debris and rubbish and an orderly and neat appearance shall be maintained. Within sixty (60) days after substantial completion of construction of a residential structure, all unused construction materials, equipment and supplies shall be removed from the site. Areas of the Unit disturbed by excavation and construction work shall be finish-graded and seeded, sodded or otherwise suitably landscaped, with Developer's prior approval as above set forth, as soon as construction activities and weather permit and, in no event, longer than 90 days thereafter, weather permitting. Provided, however, that Developer may grant exemptions from this requirement to builders of unsold homes. All driveways shall be surfaced with concrete or bituminous paving or other approved hard surface with suitable sub-base support. The grading, installation and paving of driveways shall be completed immediately after occupancy of a residential structure, weather

permitting. If a disagreement on the guidelines set forth in this paragraph should arise, the decision of Developer shall be final and binding upon all persons to whom these restrictions may apply.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners (except as Developer may make exceptions hereto under Section 22 of this Article VI). Developer's rights under this Article VI, Section 3 may, in Developer's sole discretion, be assigned to the Association or other successor to Developer, either during or after the conclusion of the Development and Sales Period.

Section 4. Alterations and Modifications of Units and Common Elements. No Co-owner shall make structural alterations, modifications or changes to the exteriors of any structures constructed within any of the Units (as opposed to the interior of the dwelling located within the Unit), or to any of the Common Elements without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), which approvals shall not be unreasonably withheld (but may be reasonably conditioned) including, without limitation, the erection of antennas of any sort (including dish antennas), aerials, awnings, flag poles, or other exterior attachments or modifications. The policies, procedures, practices, rules and regulations adopted by the Developer and the Association from time to time with respect to antennae of all sorts may be as restrictive as permitted by the communications laws and regulations of the United States and the State of Michigan concerning, for example but not by way of limitation, size, location, color, numbers and all other appearance and functional characteristics which impact neighborhood aesthetics and harmony. The Developer and/or the Association may establish policies or adopt rules and regulations from time to time which observe applicable federal communications laws but which are designed to limit dish antennas or similar devices to the greatest extent possible for aesthetic reasons. No outbuildings, sheds, above-ground pools, boundary fences or walls shall be permitted under any circumstances. No swing sets or playground equipment shall be placed in front or side yards and the design and construction materials of all swing sets and play structures must be approved in advance by Developer. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or another Unit, or any element which affects an Association responsibility in any way.

Section 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 which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity

involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Migratory birds and fowl in a state of nature shall not be killed or injured by any person. No pesticides, fertilizers or other chemical agents generally considered harmful to animal and vegetable life shall be used within the Condominium.

Section 6. Animals. Co-owners may maintain a maximum of three common domestic pets. No other pets or animals shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. All animals kept within the Condominium Premises shall be maintained in strict accordance with Township requirements and each Co-owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements or upon any Unit other than its owner's Unit and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. Any dog runs or other pet enclosures shall be approved in accordance with Section 3 of this Article VI. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose bark can be heard on an obnoxiously continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements and all Units shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. There shall be no burning of garbage, trash or other waste (including lawn or yard clippings). All waste shall be kept in covered sanitary containers pending disposal. Trash receptacles shall be maintained in garages, utility rooms, basements or other approved areas designated therefor at all times and shall not be permitted to remain elsewhere or anywhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. The Board of Directors shall engage a single trash collector at Association expense in order that trash collection occur on a uniform basis one day each week.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Units unless they are stored within garages. The Developer shall have the right to make reasonable exceptions to this requirement and to impose conditions as to screening and limitation of visibility in connection therewith. All vehicles shall be parked in garages to the extent possible. Provided, however, that recreational vehicles may be visibly parked on a Unit for a period not to exceed 48 hours for purposes of loading, unloading and cleaning. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may make reasonable rules and regulations in implementation of this Section including exceptions to garage storage requirements if other adequate screening is provided. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole, and to assure that all vehicles and recreational or construction type equipment are not to be visible from the roadway, other Units or the General Common Elements. Parking on Timber Green Court shall be limited in accordance with any applicable ordinances of the Township and with such regulations as the Board may adopt. Any on-street parking shall be limited to one side of the street.

Section 9. Advertising and Signs. No signs or other advertising devices or symbols of any kind shall be displayed which are visible from another Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer. After the Development and Sales Period, one sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, shape, color, placement and such other criteria as the Association may deem appropriate. All such permitted signs must be maintained in good condition and shall be removed immediately after termination of their immediate use. Garage sales shall be conducted, if at all, only in accordance with such uniform rules and regulations as may be prescribed by the Board of Directors which shall have the authority to prohibit such sales entirely if deemed in the best interests of the Association. All signage shall comply with applicable ordinances of the Township.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the

Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his or her Unit caused thereby. If an emergency does not prevail, then the Association shall not have the right to enter within any Unit without permission of the Owner which permission shall not be unreasonably withheld. This provision shall not be construed to permit access to the interiors of residences or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or earth moving 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 and, during the Development and Sales Period, the Developer. All yard areas shall be maintained in a healthy and acceptable manner as specified in standards set by the Association. All landscaping plans for landscaping within Units during the Development and Sales Period shall be approved by the Developer in the manner set forth in Article VI, Section 3 hereof.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other Common Elements 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 negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations which do not affect structural elements of any dwelling, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, location and approximate cost of such structure or improvement of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer (subject, however, to the review and approval provisions of Section 3 of this Article VI). The Developer shall have the right to refuse to approve any such plan or specifications 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 effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, mobile trailer used as a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period. Provided, however, that all signs are subject to Township review.

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

Section 15. Public Health Requirements. The provisions hereinafter set forth have been required by the Livingston County Department of Public Health ("LCDPH"). A necessary permit for the installation of an individual well and an individual sewage disposal system shall be obtained from LCDPH prior to any residential construction on an individual Units in accordance with the following requirements:

- (a) No Unit shall be used for other than a single family dwelling.
- (b) The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage disposal systems.
- (c) There shall be no future subdividing of any building Unit which would utilize onsite sewage disposal and/or water supply systems.

(d) "Timber Green" Condominium Subdivision has been approved for 14 individual Units as described in Professional Engineering Associates, site plan Job # EQ03006 dated October 3, 2003.

(e) The wells and septic systems shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making other building sites within this development unbuildable.

(f) All wells shall be drilled by a licensed Michigan well driller and shall penetrate at least a 10 foot protective layer of clay, or if no clay is encountered then the well shall be drilled to a depth that will maintain a minimum of 50 feet from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer. The well shall be grouted the entire length of the casing.

(g) The test well used to determine onsite water supply adequacy has been drilled on Unit 6. If this well is not intended for use as potable water supply, then it must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

(h) Test well results have revealed that individual wells may contain arsenic levels which may exceed the US EPA drinking water standards established at .01 mg/L. Tests well results showed levels to be at .01/mg/L. Some people who drink water containing arsenic in excess of the established standards over many years could experience skin damage or problems with their circulatory system and may have increased risk of getting cancer.

(i) Each individual well within this development shall be sampled for a complete partial chemical and arsenic analysis at the time of construction. If the results reveal arsenic concentrations above .01 mg/L, it will be required that a point of use treatment device, certified for the reduction of arsenic to levels below .01/L be installed and maintained. All treatment devices need regular maintenance. Failure to properly maintain a treatment system may result in exposure to higher levels of arsenic than that coming from the well. This point of use treatment device shall be reviewed and approved by the LCDPH. After the point of use treatment devices have been installed a second arsenic sample shall be taken to verify that the point of use treatment device has reduced the arsenic levels to less than .01 mg/L prior to final water supply approval by the LCDPH.

(j) The reserve septic locations as designated on the preliminary plan on file at the LCDPH must be maintained vacant and readily accessible for future sewage disposal uses.

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

(l) Detailed scaled site plans must be submitted prior to the issuance of permits. The LCDPH reserves the right to require engineered plans as well as individual building site staking to verify that the proposed new construction complies with the minimum

development requirements. Additional review time to conduct site visits will be necessary, therefore, to allow for additional time to obtain an approval permit.

(m) Prior to issuance of permits for Units 3 and 12 each building site will require detailed engineered design plans reflecting the design of an alternative system which is consistent with the minimum guidelines established by the Michigan Department of Environmental Quality and the LCDPH. The size and configuration of these Units and the area needed for the alternative systems, may limit the available building area for some houses being proposed. Therefore, careful consideration must be given to design around the onsite sewage disposal system. Due to the fact that engineered plans will be required along with written engineer approval after the sewage disposal system has been installed, the cost of the system will be higher than a typical conventional sewage disposal system.

(n) A Homeowners Operation Maintenance Manual must be developed for each septic system on Units 3 and 12. The manual must inform owners of the details, use, and maintenance needs of their system. A copy of the manual must be submitted to the LCDPH. A deed restriction must be recorded informing homeowners of the mechanical nature of their septic system and that an operation and maintenance manual is on file at the LCDPH.

(o) The onsite sewage disposal systems for Units 1, 2, 4, 6 - 10, 13 and 14 will require the excavation of slow permeable and/or filled soils to a more permeable soil ranging between 3.5 to 10 feet in depth. Due to the fact that unsuitable and/or filled soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

(p) Units 5 and 10 will require 100% cut down to medium sand at +/-2.5 feet then back fill with a clean sharp sand to no deeper than 12 inches below the highest original grade or no deeper than 947.00 elevations.

(q) Individual site plans have been submitted for Units 3 and 12. These Units shall be developed in accordance with these plans which are on file at LCDPH. Care must be taken not to locate any underground utility lines within the area proposed for active or reserve septic systems.

(r) Prior to the commencement of mass development land balancing the active, reserve trench and green-belt areas for Units 3 and 12 shall be staked off to prevent any equipment from disturbing these vital alternative septic areas. The engineer must give written certification that no additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected these alternative septic areas nor the placement of any other active or reserve sewage disposal areas. **Prior to final Master Deed approval** written Engineers certification must be given stating that Units 3 and 12 septic areas have been staked nor disturbed and that there has been no changes on any other Units from what was originally proposed.

(s) **Prior to final Master Deed approval**, written design engineer certification must be given which indicates that all storm drains which are within 50 feet (greater than 25 feet) to the proposed active or reserve septic systems have been sealed with a water tight premium joint material. All septic systems shall maintain no less than 50 feet from any detention/retention pond unless approved by LCDPH.

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

(u) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality.

(v) All restrictions placed on "Timber Green" Condominium Subdivision by the LCDPH are not severable and shall not expire under any circumstances unless otherwise amended or approved by the LCDPH.

All deed restrictions along with a copy of the final Master Deed are to be submitted to the LCDPH for review and approval prior to being submitted to the Livingston County Register of Deeds for recording.

All restrictions established by the LCDPH must be incorporated into the Master Deed for recording. Any changes within the Condominium from the plan and restrictions reviewed and approved by the LCDPH will render its approval null and void without the consent of the LCDPH.

Section 16. Setbacks. Each dwelling constructed in Timber Green shall be built within building setback or envelope lines as depicted on the Township-approved Condominium Subdivision Plan which lines reflect the building setback requirements imposed by the Township zoning ordinances and site plan approval conditions imposed pursuant to the Township's Planned Unit Development ordinance. In certain instances, the Developer may require or impose more stringent standards than the setback requirements of the Township. There shall be no deviations from the foregoing except as specifically approved by the Township to any extent required by its ordinances and/or by the Developer (during the Development and Sales Period and by the Association thereafter), as each individual case may require. The Developer shall not be subject to this provision except as Township approvals may be required for any deviations or variances from Township imposed minimums.

Section 17. Preservation Areas.

(a) **General Preservation Areas.** Preservation Areas of a general nature have been designated on the Condominium Subdivision Plan. Such general Preservation Areas shall be maintained in perpetuity in their respective natural states which shall be limited to passive recreation, with no live tree removal or wetland altering permitted. Native vegetation and existing drainage patterns shall continue to be maintained. within such Areas and the cutting

down of live trees or other plant materials, except as necessary to control or prevent imminent fire hazard or to restore natural habitat areas or promote native vegetation shall be prohibited. Also in such Areas, chemical spraying of emergent vegetation, except to protect native plant materials, is forbidden and there shall be no chemical spraying whatsoever in the wetlands designated as such on the Condominium Subdivision Plan. Use of fertilizers of any sort in the general Preservation Areas is also prohibited.

(b) Restricted Preservation Areas. Certain areas have been designated on the Condominium Subdivision Plan as Restricted Preservation Areas which constitute all areas within the Condominium which do not lie within general Preservation Areas, Building Envelopes or General Common Elements. The Restricted Preservation Areas are less restrictive in nature than the general Preservation Areas and are environmentally limited under in only two ways (other than as may be elsewhere specifically restricted in these Bylaws): (i) no fertilizers containing phosphorous may be utilized therein and (ii) no tree located therein which measures six inches or more in diameter at a point five feet above ground may be cut down without Township approval.

Any tree removed in violation of subparagraph (a) or (b) of this Section 17 shall constitute a separate violation and shall subject the offending Co-owner to a more stringent set of fines than the general fines established in Articles XIX and XX of these Bylaws (although their method of imposition shall be in accordance with the process therein specified).

Section 18. Non-Disturbance of Wetlands. Certain portions of the land within the Condominium contain wetlands which are protected by federal and state law. Any disturbance of a wetland by depositing material in it, dredging or removing material from it or draining water from the wetland may be done only after a permit has been obtained from the Department of Environmental Quality or its administrative successor. The penalties specified in the applicable laws are substantial. To avoid any possibility of violation of such laws and to preserve the inherent beauty and environmental quality of the wetlands for all Co-owners, neither any Co-owner nor the Association may disturb in any way (including by pedestrian traffic, chemical sprays or any other intrusion) any wetland depicted as such on the Condominium Subdivision Plan. Additionally, there shall be no construction or other disturbance of land or vegetation permitted within 25 feet of the boundary of any wetland as the wetland boundaries have been depicted on the Condominium Subdivision Plan which additional areas shall serve as protective buffers for all wetlands located within the Condominium.

Section 19. Swimming Pools. Subject to any approvals and/or permits which may be required to be obtained from any public authority having jurisdiction, in-ground swimming pools may be installed in rear yard areas but only upon specific written approval of the Developer based upon plans and specifications therefor. Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements. No above-ground swimming pools may be installed under any circumstances.

Section 20. Maintenance and Use of Park Area. The Association shall undertake and/or supervise and control any programs of use, maintenance or restoration of the Park area designated

as such on the Condominium Subdivision Plan which programs it determines to be appropriate to preserve the desirable features of the Park area. Developer and the Association shall have the right to construct pedestrian paths through the Park area the purpose of which shall be to provide the Owners and their families with a ready means of access to enjoy the Park area in the passive recreational way intended and thereby to improve the quality of life within the Condominium. No right of access by the general public to any portion of the Park area is conveyed or created by these provisions. During the Development and Sales Period, the Developer shall be entitled to make such changes within the Park Area as Developer may determine.

Section 21. Maintenance of Yards and Lawns and Installation of Trees.

(a) **Yards and Lawns.** All yard areas within Units (unless such a Unit has not been built upon) shall be well maintained and in keeping with such rules and regulations as may be promulgated from time to time by the Developer and the Association. The size and nature of Units in Timber Green dictate that, in some instances, it will be aesthetically acceptable to maintain vegetation other than well maintained lawns on portions of a Unit. The Developer and the Association shall be entitled to require that a well maintained lawn be installed in certain areas of Units as shall be reasonable under the circumstances and compatible with the nature of Timber Green in general, in light of the fact that the Condominium is intended to be a first-class residential development, albeit of a suburban character. Well maintained lawns shall be deemed to be lawns which are regularly cut to a uniform height appropriate for such grass in a first-class residential development, and are trimmed and edged to preserve a neat, groomed and cared-for appearance in the Condominium. The Developer may also specify time periods within which lawns shall be installed. At a minimum, each Co-owner shall be required to install a lawn and otherwise reasonably landscape his Unit, including installation of trees and shrubs, within 90 days (with reasonable extensions for inclement weather) after issuance of a certificate of occupancy with respect to any dwelling constructed within his or her Unit. Each Co-owner's responsibility shall extend to maintaining the area in the General Common Element right-of-way lying between his or her Unit and the road pavement within the right-of-way. The Township and/or the Association may prescribe the nature and extent of fertilizers which may permissibly be used on the Units in the Condominium.

The Developer, during the Development and Sales Period, and the Board of Directors thereafter, may require Owners of Units on which dwellings have not been built to mow the weeds or vegetation on the Units up to twice a year. One mowing may be required in the late spring or early summer after initial growth has subsided; a second mowing may be required in the mid- to late fall after the growing season has ended. The Developer, during the Development and Sales Period, and the Association thereafter, may also elect to require mowing of yard areas after a home has been constructed if it deems appropriate.

(b) **Enforcement.** If any of the provisions in this Section 21 are violated by the Co-owner or his or her representatives or if there is a failure to comply, the Developer or Association may hire workmen and buy materials necessary to cure the violation and may charge the Co-owner the actual expense incurred for such violations plus an administrative

fee to cover the expenses attendant in correcting the damage resulting from the violation of these provisions and to help defray the extra expenses incurred by the Developer and the Association in undertaking the necessary repairs and the supervision of such repairs. The Developer and the Association shall also have available all remedies set forth in these Bylaws and under Michigan law, including the right to assess fines, the right to place a lien on the Unit and such equitable relief as may be reasonable and appropriate.

Section 22. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Development and Sales Period, any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

ARTICLE 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 at closing and shall further notify the Association of any subsequent mortgagee acquiring an interest in the Co-owner's Unit. The Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit 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. If a Co-owner fails to provide the information required in this Section the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the costs incurred may be collected from the Owner in the same manner as assessments are collected under these Bylaws.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the General Common Elements of the Condominium with extended coverage, and against 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 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 vote for each Condominium Unit owned, the value of which vote shall be equal to the percentage of value applicable to such Unit as set forth in Article V of the Master Deed.

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. 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 of this Article VIII 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. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI; 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 35% in value 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 50% in value and in number 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.

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.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in Timber Green have been sold 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 75% of all Units 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 10 days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the first Monday in November 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 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.

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 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 time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 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 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 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 which 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 for the giving of notice 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 which 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 which 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 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of one-third (1/3) of the Units which may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the 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 be comprised of 3 members, 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. 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 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the three Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the

Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director 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 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the 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 Director as long as it owns and offers for sale at least 10% of the Units that may be created in the Project. Such designee, if any, shall be one of the total number of Directors referred to in Section 1 above. Whenever the required 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 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 which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1). Application of this subparagraph does not require a change in the size of the Board of Directors.

(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 subsection 2(b) and subparagraph (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 subparagraph (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 Director as provided in subsection (c)(1).

(4) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the person

receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two 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 General 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 and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% in value and in number of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 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 which are not by law or the Condominium Documents required to be performed by the Board.

(j) To administer the architectural restrictions set forth in Article VI, Section 3 of the Bylaws and to establish, if it deems it necessary or appropriate, an architectural control committee with such powers and authorities as the Board may confer upon such committee.

(k) 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 which 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 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. No management contract shall be entered into by the Association where the management fee to be charged to the Association is in excess of five (5%) percent of the total budget, exclusive of reserves for repair and replacement of the common elements.

Section 6. Investigation and Assertion of Claims. In order to minimize the possibility of imprudent and/or excessively costly assertion of claims without notice to and decisional participation by Co-owners, the Board shall establish and follow thorough procedural guidelines for the investigation and assertion of claims on behalf of the Association in order to facilitate compliance with the provisions of Article II, Section 2(c) of these Bylaws. Such guidelines shall be directed to the orderly evaluation of claims in a manner and to a degree that will enable the Board to make an affirmative recommendation to the Co-owners regarding such claims. Prior to engagement of attorneys or experts for the evaluation of claims, and the levying of any special assessments therefor, the Board shall conduct its own evaluation and make recommendations to the membership at a special meeting for such purpose at which such proposed undertakings shall be approved by sixty-six and two-thirds percent (66-2/3%) of all Co-owners prior to implementation by the Board. Modified undertakings involving material cost increases and ultimate commencement of formal proceedings for assertion of claims shall each require that the Board follow the same procedure for obtaining membership approval. At each meeting of the members for approval of investigation and evaluation of claims, commencement of proceedings and levying of assessments in connection therewith, the Board shall furnish a report to the members with notice of the meeting

on the determinations, recommendations and findings of the Board together with other pertinent information including, without limitation: (a) the basis for the claims; (b) the professional credentials of attorneys and/or other experts to be engaged; (c) cost projections and proposed fee agreements with respect to the investigation, evaluation and prosecution of the claims; (d) reports as to prior and anticipated actions taken and to be taken and the timing thereof.

Section 7. Vacancies. Vacancies in the Board of Directors which 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 they are 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 which 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 8. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote 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 35% 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 paragraph for removal of Directors generally.

Section 9. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 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 legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. 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 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 10 days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone, telecopy 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 Directors.

Section 12. 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 13. 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 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which 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 14. 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 which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 15. 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.

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, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him 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

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 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 equivalent insurer and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. Limitation of Liability of Volunteers. No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer Director or officer except for liability arising from: (a) Any breach of the volunteer Director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the

volunteer Director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) 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, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 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 66-2/3% in value and in number of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act.

Section 4. By Developer. Prior to the Transitional Control Date, 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.

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 the 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.

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 lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 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's 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's 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 into any Unit (but not into any dwelling or related garage), 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. No fine may be assessed unless in accordance with the provisions of Article XX hereof.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of 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 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. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any 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, 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 and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 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 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.** Twenty-Five Dollar (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollar (\$50.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

This schedule of fines may be changed by the Board of Directors by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

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 next regular installment of the Condominium assessment. 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 this Article XX of these Bylaws.

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 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 assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

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.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



STEVEN E. CHESTER
DIRECTOR

March 31, 2005

GENOA TOWNSHIP

Chestnut Development, L.L.C.
3800 Chilson Road
Howell, Michigan 48843

APR 05 REC'D

RECEIVED

Dear Sir or Madam:

RE: File Number 03-47-0011-P
Livingston County

Enclosed is a copy of a conservation easement you granted to the Department of Environmental Quality.

The conservation easement was recorded with the Livingston County Register of Deeds on January 26, 2005.

If you have not already done so, you are reminded that easement conditions require you to place signs, fences, or other suitable markings along the boundary of the easement premises to clearly demarcate the boundary of the easement premises.

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

Sincerely,

Colleen O'Keefe
Conservation Easement Coordinator
Land and Water Management Division
517-373-8813

Enclosure

cc: Genoa Township
DEQ - Lansing District Office

RECORDED

2005 JAN 26 A 11:38

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

49/4

CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526^(a) respectively)

This **CONSERVATION EASEMENT** is created December 14th, 2004, by and between **Chestnut Development, L.L.C.**, a Michigan limited liability company, whose address is 3800 Chilson Road, Howell, Michigan 48843 (**Grantor**), and the Land and Water Management Division of the **Michigan Department of Environmental Quality (MDEQ)**, whose address is Constitution Hall, 525 West Allegan Street, P.O. Box 30458, Lansing, Michigan 48909-7958 (**Grantee**).

Recitals:

A. The Grantor is the title holder of real property located in the Township of Genoa, Livingston County, and State of Michigan, more fully described in **Exhibit A** hereto (collectively, the "**Project**");

B. The Land and Water Management Division of the MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (**NREPA**); and

C. Grantor has applied for a permit pursuant to Part 303 to authorize activities that will impact regulated wetland. The Land and Water Management Division of the MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met; and

D. Grantor has agreed to grant the MDEQ a conservation easement that protects the remaining wetlands on the Project and restricts further development in the area described in **Exhibit B**. The MDEQ shall record the conservation easement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 *et seq*, over the Easement Premises, as hereinafter defined, for the purposes and on the terms and conditions stated below (such easement, as granted and described in this instrument, is herein called the "**Conservation Easement**").

1. The property subject to this Conservation Easement (the "**Easement Premises**") consists in total of approximately 18.29 acres, legally described as follows:

(Insert legal description of Easement Premises, including amount of acreage here or attach as **Exhibit B**).

(A map depicting the Easement Premises is attached as **Exhibit C**.)

Together with a right of access for ingress and egress to the Easement Premises for the purpose of inspection across the road and access way depicted on **Exhibit C**.

2. The purpose of this Conservation Easement is to protect the wetland functions and values existing on the Easement Premises by requiring the Easement Premises to be maintained in its natural and undeveloped condition.

3. Except as authorized under MDEQ Permit Number 03-47-0143-P or as provided in Paragraph 5 (and Paragraph 4, if appropriate), Grantor shall refrain from, and any subsequent owner or tenant of any portion of the Easement Premises shall refrain from, altering or developing the Easement Premises in any way. This include, but is not limited to, the alteration of the topography, the creation of paths or trails, the placement of fill material as defined in Part 303, the dredging, removal, or excavation of any soil or minerals, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation.

4. Grantor and such subsequent owners shall not be responsible for modifications to the Easement Premises or the Project resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable or natural disasters such as unintentional fires, floods, storms, or natural earth movement.

5. With the prior approval of the Grantee, the Grantor and such subsequent owners may perform activities associated with the construction or maintenance of the Easement Premises. Grantor and such subsequent owners shall provide 5 days notice of undertaking any significant activity within the Easement Premises. Any activities undertaken pursuant to this paragraph shall be performed in a manner to minimize the adverse impacts to existing wetland areas.

6. Grantor warrants that Grantor has good and sufficient title to the Project, and that any other existing interests in the Project have been disclosed to the MDEQ and subordinated as necessary.

7. The Grantor warrants that, without independent investigation, the Grantor has no actual knowledge of hazardous substances or hazardous wastes on the Easement Premises.

8. This Conservation Easement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.

9. Grantor and such subsequent owners shall continue to have all rights and responsibilities as owner(s) of the Project subject to the Conservation Easement.

10. Upon reasonable notice to Grantor and the condominium association (referenced in paragraph 11), Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Conservation Easement and for the purpose of taking corrective actions if Grantor or Permittee for MDEQ Permit Number 03-47-0143-P, the condominium association or such subsequent owner fails to comply with the mitigation conditions of such permit.

11. This Conservation Easement shall be binding upon the successors and assigns of the parties and the association of the co-owners of the condominium units established in the Project and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

12. This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.

13. Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

14. Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

[Intentionally Blank; Signature and Acknowledgement Pages Follow]

(Grantee)
STATE OF MICHIGAN
Department of Environmental Quality
Land and Water Management Division

Signature: Mary Ellen Cromwell
Mary Ellen Cromwell, its Acting Chief

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 12th day of January, 2005 by Mary Ellen Cromwell, Land and Water Management Division, Acting Chief, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

LYNDA KAY JONES
Notary Public, Clinton Co., MI
My Comm. Expires Oct. 1, 2007

Lynda Kay Jones
Notary Public
Acting in Ingham County, Michigan
My Commission Expires: 10/01/07

Drafted by: S. Peter Manning
Department of Attorney General
Environment, Natural Resources
and Agriculture Division
525 West Ottawa Street
Lansing, MI 48933

After recording, return to:
Land and Water Management Division
525 West Allegan Street
P.O. Box 30458
Lansing, MI 48909-7958
Michigan Dept. of Environmental Quality



Exhibit ALEGAL DESCRIPTION
of Project (Entire Parcel)

Part of the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29: thence along the North line of Section 29, S 86°39'11" W, 212.30 feet; thence along the Westerly Right-of-Way line of Chilson Road, on the arc of a curve to the right 192.33 feet, radius of 785.51 feet, central angle of 14°01'43" and a chord bearing S 36°41'12" E, 191.85 feet to the Point of Beginning; thence continuing along said Westerly Right-of-Way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of 27°16'36", and a chord bearing S 16°02'05" E, 370.45 feet; thence N 87°36'15" E, 23.53 feet; thence along the East line of said Section 29, S 03°07'47" E, 600.81 feet; thence S 87°15'19" W, 203.60 feet, (previously described as WEST 200.00 feet); thence S 03°07'47" E, 216.00 feet, (previously described as SOUTH); thence along the South line of the North 1/2 of the Northeast 1/4 of said Section 29, as previously surveyed and monumented, S 87°15'19" W, 1114.10 feet; thence continuing along the South line of the North 1/2 of the Northeast 1/4, S 87°47'04" W, 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad Right-of-Way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of 22°22'35" and a chord bearing N 45°41'17" W, 1790.02 feet to a point lying N 86°39'11" E, 0.83 feet from the North 1/4 Corner of said Section 29; thence along the North line of Section 29, N 86°39'11" E, 1322.22 feet; thence S 51°16'41" E, 227.88 feet; thence S 39°22'13" E, 135.32 feet; thence S 80°02'51" E, 136.23 feet; thence S 18°05'59" W, 376.96 feet; thence S 65°40'53" E, 283.84 feet; thence S 85°10'57" E, 176.26 feet; thence S 69°06'00" E, 53.15 feet; thence N 06°46'52" E, 541.54 feet; thence N 67°42'55" E, 347.08 feet; thence N 69°43'33" E, 58.24 feet to the Point of Beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 50 foot and 40 foot wide private driveway easement for ingress and egress and public utilities

Exhibit BLEGAL DESCRIPTIONS
of Conservation Easements**Conservation Easement #1**

A Conservation Easement in the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29; thence S 03°07'47" E, 686.38 feet; thence S 86°52'15" W, 23.00 feet; thence 2.64 feet along a curve to the right, said curve having a radius of 225.00 feet, a central angle of 00°40'18" and chord which bears S 87°12'24" W, 2.64 feet to the Point of Beginning; thence S 02°23'45" E, 436.35 feet; thence S 87°15'19" W, 295.12 feet; thence N 04°03'32" W, 139.90 feet; thence S 86°52'13" W, 133.36 feet; thence S 21°23'01" W, 2.90 feet; thence S 72°11'32" W, 35.30 feet; thence N 71°34'35" W, 27.57 feet; thence N 25°25'35" E, 2.20 feet; thence S 87°00'45" W, 62.72 feet; thence 95.48 feet along a curve to the left, said curve having a radius of 220.00 feet, a central angle of 24°51'58" and a chord which bears N 19°12'51" E, 94.73 feet; thence N 11°59'09" E, 50.21 feet; thence N 06°46'54" E, 71.47 feet; thence S 83°13'06" E, 50.00 feet; thence S 82°00'41" E, 62.92 feet; thence N 24°20'49" E, 148.85 feet; thence N 05°28'51" E, 44.38 feet; thence N 08°13'16" E, 85.91 feet; thence 66.40 feet along a curve to the right, said curve having a radius of 155.00 feet, a central angle of 24°32'41" and a chord which bears S 67°47'24" E, 65.89 feet; thence S 55°31'03" E, 126.41 feet; thence 145.06 feet along a curve to the left, said curve having a radius of 225.00 feet, a central angle of 36°56'23" and a chord which bears S 73°59'15" E, 142.56 feet to the Point of Beginning. Containing 4.60 acres more or less

Conservation Easement #2

A Conservation Easement in the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29; thence S 03°07'47" E, 1122.89 feet; thence S 87°15'19" W, 203.60 feet; thence S 03°07'47" E, 216.00 feet; thence S 87°15'19" W, 836.87 feet to the Point of Beginning; thence S 87°15'19" W, 277.22 feet; thence S 87°47'04" W, 97.81 feet; thence 181.99 feet along a curve to the right, said curve having a radius of 4612.69 feet, a central angle of 2°15'38" and a chord which bears N 55°44'46" W, 181.98 feet; thence N 05°20'50" E, 92.71 feet; thence N 01°37'46" E, 115.68 feet; thence N 04°01'37" E, 23.41 feet; thence N 10°00'52" E, 7.97 feet; thence N 14°28'53" E, 48.30 feet; thence S 73°57'19" E, 49.54 feet; thence 32.95 feet along a curve to the left, said curve having a radius of 322.00 feet, a central angle of 5°51'47" and a chord which bears S 71°01'26" E, 32.94 feet; thence S 04°12'47" W, 56.10 feet; thence S 05°53'29" W, 167.96 feet; thence S 04°39'03" W, 48.77 feet; thence S 58°31'03" E, 47.27 feet; thence S 56°25'05" E, 50.37 feet; thence N 87°15'19" E, 360.80 feet; thence S 02°44'39" E, 40.03 feet to the Point of Beginning. Containing 1.01 acres more or less.

Conservation Easement #3

A Conservation Easement in the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29; thence S 86°39'11" W, 1303.92 feet to the Point of Beginning; thence S 51°16'41" E, 183.12 feet; thence S 39°18'52" W, 174.37 feet; thence S 57°10'33" E, 146.27 feet; thence S 53°42'46" E, 101.02 feet; thence S 41°12'14" E, 19.67 feet; thence S 46°45'30" E, 110.01 feet; thence S 18°06'01" W, 158.14 feet; thence S 65°40'51" E, 283.84 feet; thence S 85°10'55" E, 176.26 feet; thence S 69°05'58" E, 48.45 feet; thence S 06°46'52" W, 7.05 feet; thence 84.03 feet along a curve to the right, said curve having a radius of 210.00 feet, a central angle of 22°55'40" and a chord which bears S 18°14'42" W, 83.48 feet; thence N 68°28'02" W, 79.58 feet; thence N 87°19'52" W, 38.02 feet; thence S 70°31'00" W, 13.35 feet; thence S 64°27'18" W, 11.55 feet; thence S 81°13'41" W, 41.54 feet; thence N 78°41'51" W, 19.54 feet; thence N 71°52'52" W, 33.18 feet; thence N 69°43'59" W, 23.03 feet; thence N 61°50'48" W, 49.23 feet; thence N 69°38'32" W, 60.29 feet; thence N 49°23'38" W, 120.12 feet; thence N 76°02'09" W, 127.20 feet; thence S 40°12'18" W, 42.73 feet; thence S 77°37'06" W, 30.48 feet; thence S 78°22'49" W, 127.51 feet; thence S 08°02'00" W, 123.70 feet; thence S 11°50'19" W, 55.70 feet; thence 62.97 feet along a curve to the right, said curve having a radius of 370.61 feet, a central angle of 9°44'09" and a chord which bears N 79°46'41" W, 62.90 feet; thence N 73°57'19" W, 84.98 feet; thence N 16°02'41" E, 99.05 feet; thence N 14°19'51" E, 61.98 feet; thence N 09°09'35" W, 67.30 feet; thence N 59°14'25" W, 54.93 feet; thence N 03°21'40" W, 56.48 feet; thence N 31°05'39" W, 176.04 feet; thence N 01°09'25" W, 143.13 feet; thence N 90°00'00" W, 1.00 feet; thence N 00°00'00" E, 51.05 feet; thence N 21°48'52" W, 19.79 feet; thence N 40°09'25" W, 84.25 feet; thence N 20°42'23" W, 41.36 feet; thence N 36°34'15" W, 18.53 feet; thence N 29°45'41" W, 51.98 feet; thence N 18°00'58" E, 26.29 feet; thence N 86°39'11" E, 403.21 feet to the Point of Beginning. Containing 9.21 acres more or less.

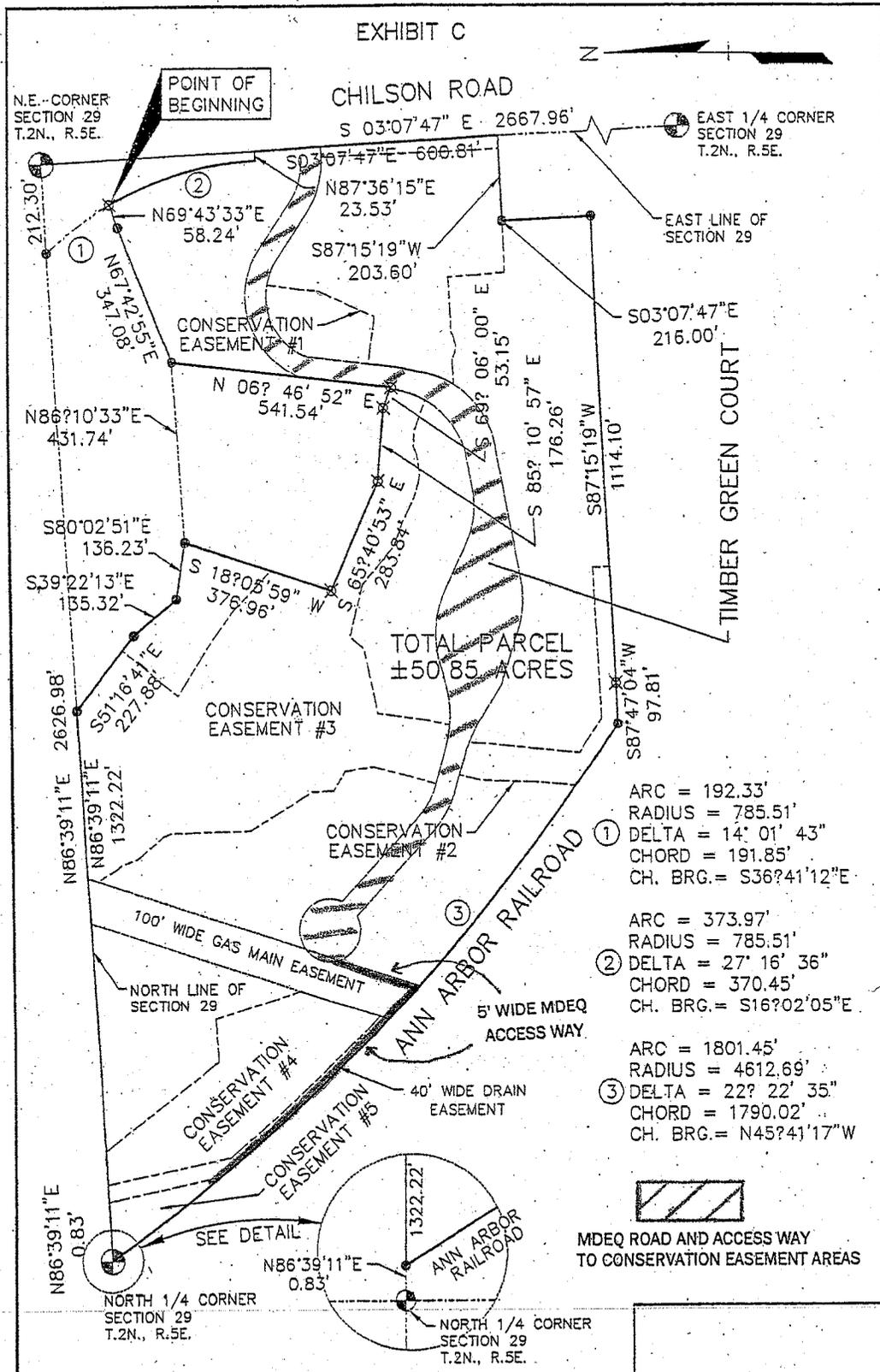
Conservation Easement #4

A Conservation Easement in the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29; thence S 86°39'11" W, 2364.57 feet to the Point of Beginning; thence S 37°15'55" E, 349.23 feet; thence N 86°39'11" E, 103.26 feet; thence S 17°59'53" E, 219.44 feet; thence S 18°00'58" W, 205.43 feet; thence 499.59 feet along a curve to the right, said curve having a radius of 4592.68 feet, a central angle of 06°13'57" and a chord which bears N 42°20'26" W, 499.34 feet; thence N 11°35'58" W, 308.52 feet; thence N 86°39'11" E, 79.68 feet to the Point of Beginning. Containing 3.00 acres more or less.

Conservation Easement #5

A Conservation Easement in the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast corner of said Section 29; thence S 86°39'11" W, 2484.65 feet to the Point of Beginning; thence S 11°35'58" E, 280.50 feet; thence 331.87 feet along a curve to the right, said curve having a radius of 4612.69 feet, a central angle of 04°07'20" and a chord which bears N 36°33'40" W, 331.80 feet; thence N 86°39'11" E, 141.49 feet to the Point of Beginning. Containing 0.47 acres more or less.

EXHIBIT C



LEGEND: ✕ IRON SET • IRON FOUND ⊙ MONUMENT ⊙ SECTION CORNER

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: **CHESTNUT DEVELOPMENT**

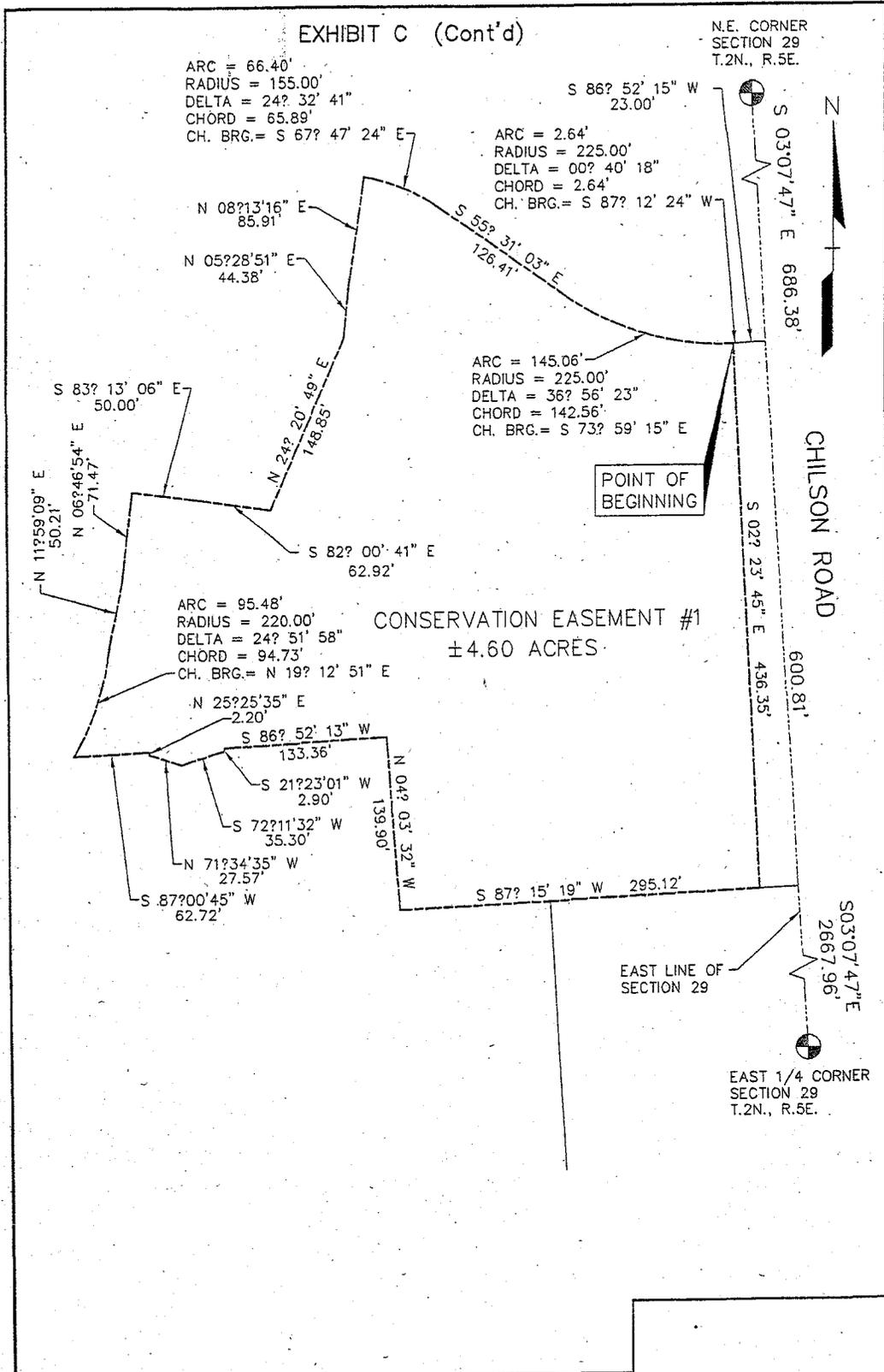
SCALE: FIELD: AC/JW DRAWN: JDH

DATE: 03-05-04

JOB: EQ03-006

2900 E Grand River Ave.
Howell, MI 48843

0 150 300 600



LEGEND: \otimes IRON SET \bullet IRON FOUND \odot MONUMENT \oplus SECTION CORNER

PROFESSIONAL ENGINEERING ASSOCIATES

CLIENT: CHESTNUT DEVELOPMENT

SCALE: _____ FIELD: AC/JW DRAWN: JRV

DATE: 03-05-04

JOB: EQ03-006

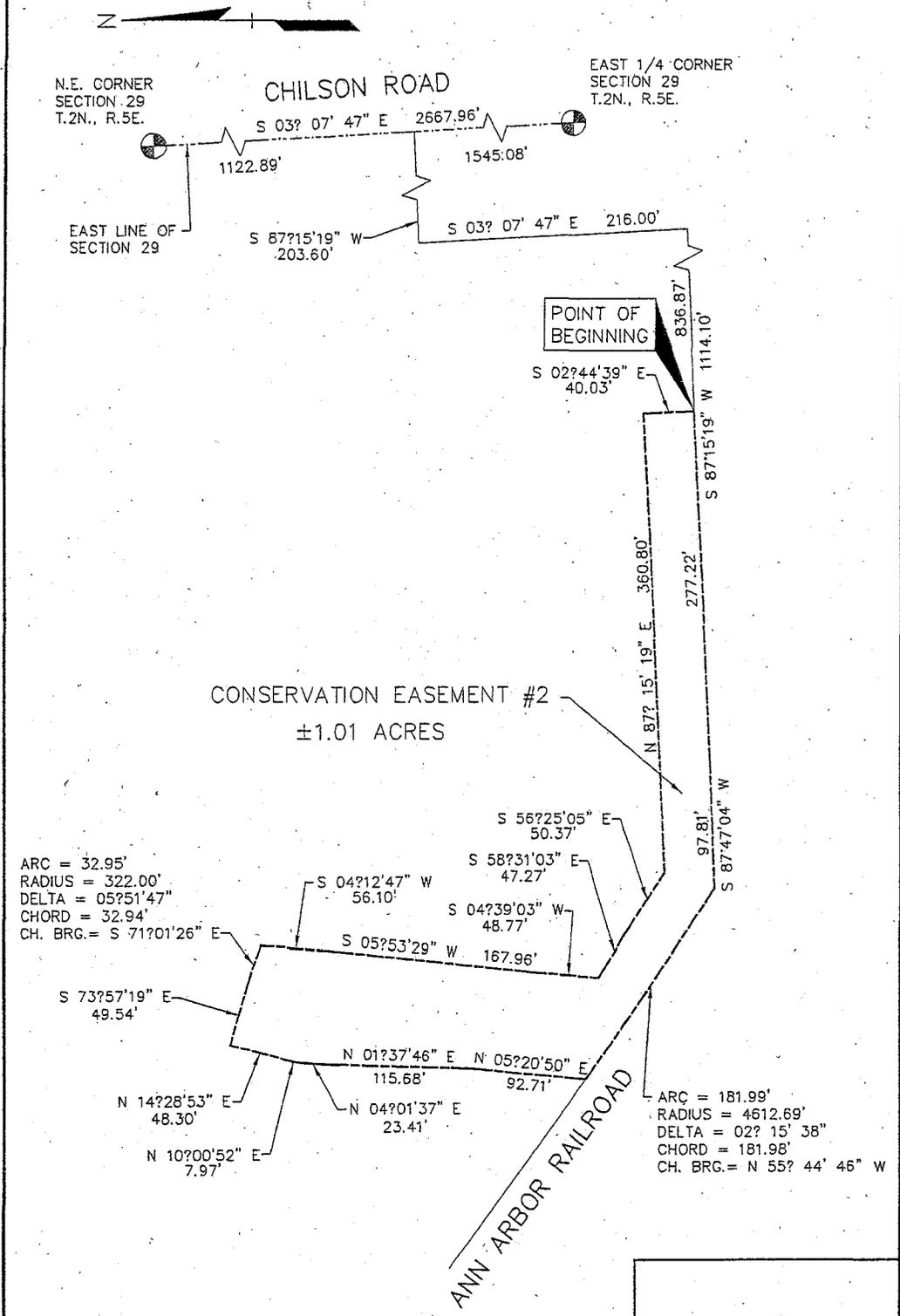
DWG. No. 4 of 8

2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583

0 50 100 200

\\DWG\EQ03006 CONSERV ESMT.DWG
REVISED:

EXHIBIT C (Cont'd)



LEGEND: ✕ IRON SET ● IRON FOUND ⊙ MONUMENT ⊕ SECTION CORNER

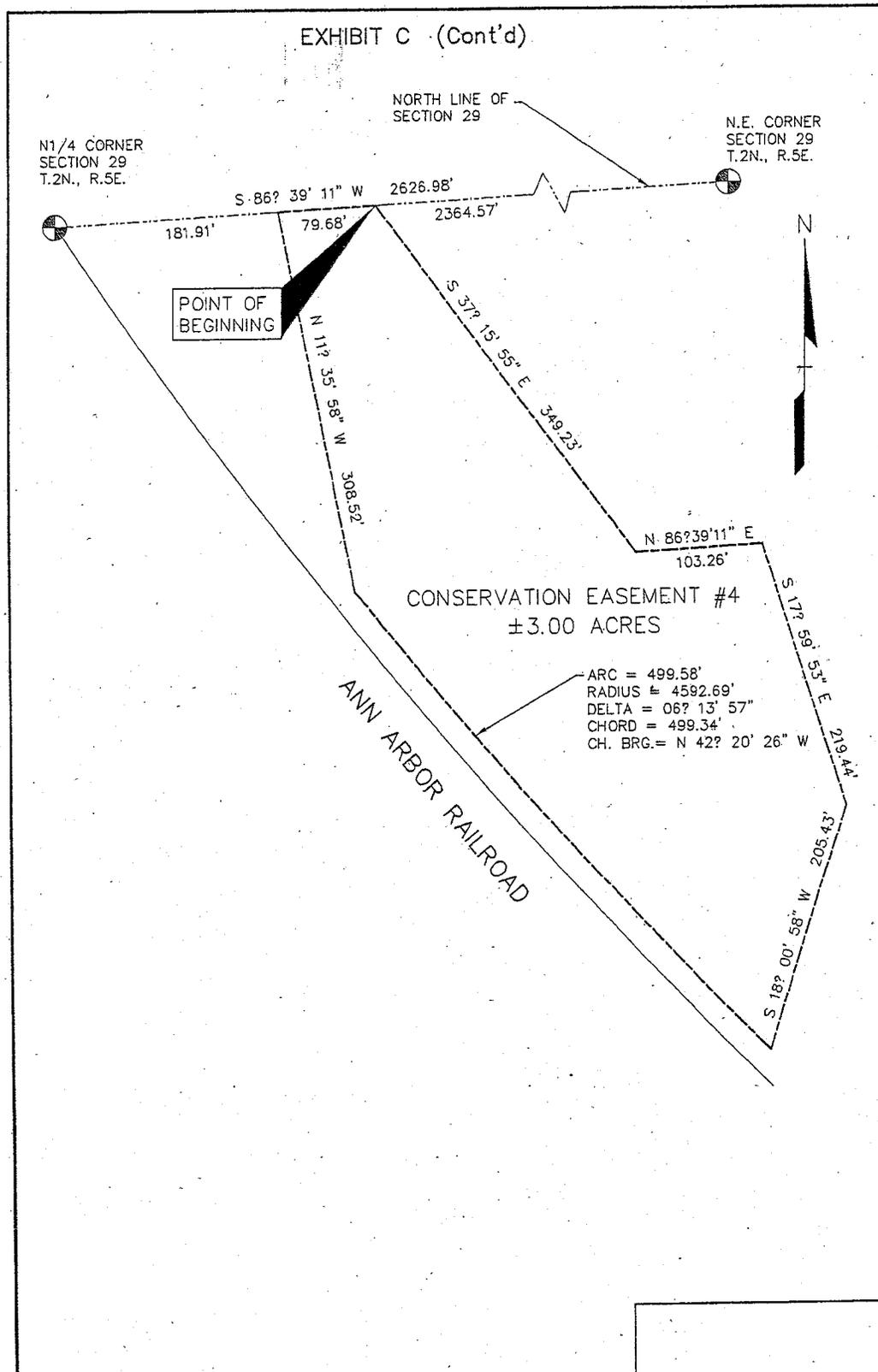
PROFESSIONAL ENGINEERING ASSOCIATES



CLIENT:
CHESTNUT DEVELOPMENT

| | | |
|-----------------|---|------------|
| SCALE: | FIELD: AC/JW | DRAWN: JRV |
| DATE: 03-05-04 | | |
| JOB: EQ03-006 | \DWG\EQ03006 CONSERV ESMT.DWG REVISED: | |
| DWG. No: 5 of 8 | | |

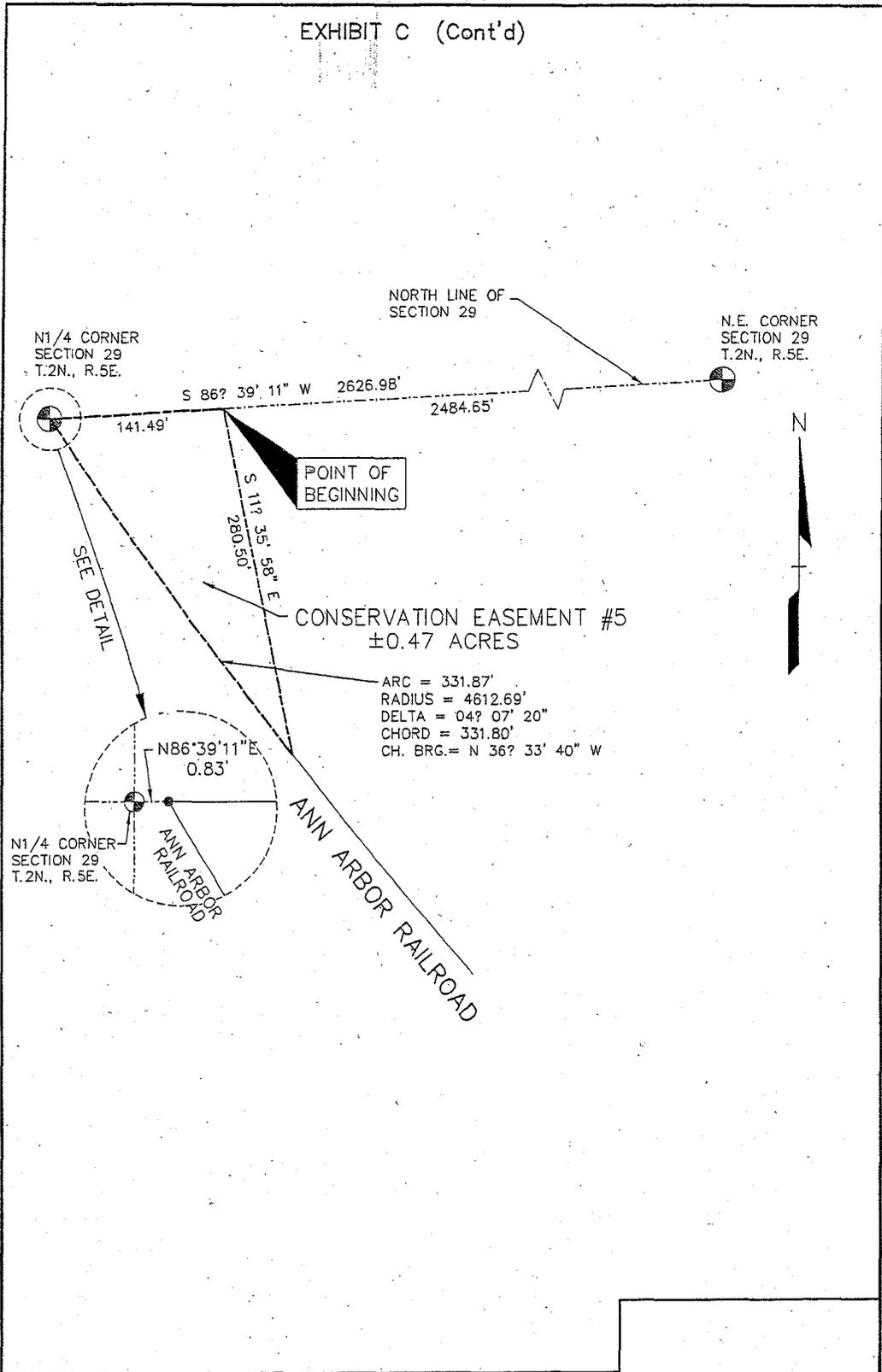
2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583



LEGEND: ☒ IRON SET ● IRON FOUND ⊙ MONUMENT ⊕ SECTION CORNER

| | | |
|---|--|-------------------------------|
| | PROFESSIONAL ENGINEERING ASSOCIATES | |
| | CLIENT: CHESTNUT DEVELOPMENT | |
| SCALE: | FIELD: AC/JW | DRAWN: JRV |
| DATE: 03-05-04 | | |
| 2900 E Grand River Ave. Howell, MI 48843 (517) 546-8583 | JOB: E003-006 | \DWG\E003006 CONSERV ESMT.DWG |
| DWG. No: 7 of 8 | REVISED: | |

EXHIBIT C (Cont'd)



| | | |
|---|------------------------------|------------|
| LEGEND: ☒ IRON SET ● IRON FOUND ⊙ MONUMENT ⊙ SECTION CORNER | | |
| PROFESSIONAL ENGINEERING ASSOCIATES | | |
| CLIENT: CHESTNUT DEVELOPMENT | | |
| SCALE: | FIELD: AC/JW | DRAWN: JRV |
| DATE: 03-05-04 | 0 50 100 200 | |
| JOB: EQ03-006 | DWG\EQ03006 CONSERV ESMT.DWG | |
| DWG. No: 8 of 8 | REVISED: | |

2900 E Grand River Ave.
Howell, MI 48843
(517) 546-8583



PROOF OF NOTICE OF INTENT TO DEVELOP UNITS
AND RECORD MASTER DEED

GENOA TOWNSHIP

JAN 03 REC'D

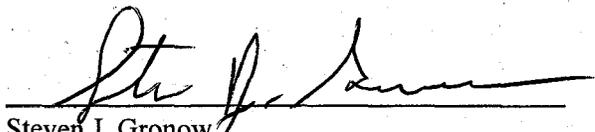
RECEIVED

Re: Timber Green

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The undersigned, Steven J. Gronow hereby certifies that he hand delivered to the Clerk of the Township of Genoa, 2911 Door Road, Brighton, Michigan 48116 a Notice of Intent to Develop Units and Record Master Deed in the form attached hereto.

Dated: December 28, 2005.



Steven J. Gronow

Subscribed and sworn to before me in Livingston County, Michigan this 28 day of December, 2005 by Steven J. Gronow.



GABRIELLA L. GARLOCK
NOTARY PUBLIC
LIVINGSTON CO., MI
COMM EX. AUG 30, 2007

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

**NOTICE OF INTENT TO DEVELOP UNITS
AND RECORD MASTER DEED**

Township of Genoa
2911 Dorr Road
Brighton, Michigan 48116
Attention: Clerk

Land and Water Management Division
Michigan Department of Environmental Quality
P. O. Box 30458
Lansing, Michigan 48909-7958

Livingston County Drain Commissioner
2300 E. Grand River, Suite 105
Howell, Michigan 48843-7581

Director, Michigan Department of Transportation
P. O. Box 30050
Lansing, Michigan 48909

Livingston County Road Commissioner
3535 Grand Oaks Drive
Howell, Michigan 48843-8575

Re: Timber Green

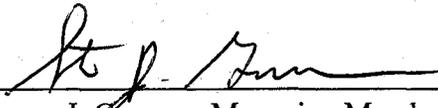
Ladies and Gentlemen:

Pursuant to Section 71 of the Michigan Condominium Act (Act No. 59 of Public Acts of 1978, as amended) we hereby notify you of our intent to develop units in a 14-unit residential site condominium project to be known as Timber Green on land situated in the the Township of Genoa, Livingston County, Michigan. A copy of the legal description and sketch of the project site are printed on the reverse side of this Notice. A Master Deed will be recorded in the near future.

Please contact the undersigned at 3800 Chilson Road, Howell, Michigan 48843, telephone (517) 552-2489 if you would like further information.

CHESTNUT DEVELOPMENT, L.L.C.

By: _____

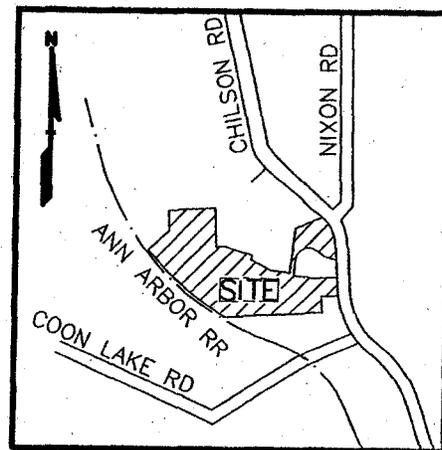

Steven J. Gronow, Managing Member

Dated: December 16, 2005

Legal description of land proposed to be developed as Timber Green:

Part of the Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 29; thence along the North line of Section 29, S 86° 39' 11" W, 212.30 feet; thence along the Westerly Right-of-Way line of Chilson Road, on the arc of a curve to the right 192.33 feet, radius 785.51 feet, central angle of 14° 01' 43" and a chord bearing S 36° 41' 12" E, 191.85 feet to the Point of Beginning; thence continuing along said Westerly Right-of-Way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of 27° 16' 36", and a chord bearing S 16° 02' 05" E, 370.45 feet; thence N 87° 36' 15" E, 23.53 feet; thence along the East line of said Section 29; S 03° 07' 47" E, 164.32 feet; thence S 86° 52' 15" W, 23.00 feet; thence 147.68 feet along a curve to the left radius 225.00 feet, central angle 37° 36' 25", chord bearing N 74° 19' 18" W, 145.04 feet, thence N 55° 31' 06" W, 126.43 feet; thence 280.73 feet along a curve to the right, radius 155.00 feet, central angle 103° 46' 25", chord bearing S 72° 35' 42" W, 243.91 feet; thence S 06° 46' 52" W, 224.84 feet; thence S 11° 59' 06" W, 7.87 feet; thence S 82° 59' 42" E, 266.05 feet; thence N 86° 52' 13" E, 275.69 feet to a point on the East line of said Section; thence along said line S 03° 07' 47" E, 224.37 feet; thence S 87° 15' 19" W, 203.60 feet; thence S 03° 07' 47" E, 216.00 feet; thence along the South line of the North 1/2 of the Northeast 1/4 of said Section 29, as previously surveyed and monumented, S 87° 15' 19" W, 1114.10 feet; thence continuing along the South line of the North 1/2 of the Northeast 1/4, S 87° 47' 04" W, 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad Right-of-Way Northwest on an arc of a curve to the right 1249.11 feet, radius of 4612.69 feet, central angle 15° 30' 56" chord bearing N 49° 07' 06" W, 1245.29 feet; thence N 48° 38' 23" E, 351.95 feet; thence N 03° 20' 47" W, 237.73 feet to a point on the North line of said Section; thence along said line N 86° 39' 11" E, 567.45 feet; thence S 03° 20' 47" E, 456.28 feet; thence N 86° 39' 11" E, 94.57 feet; thence S 71° 53' 59" E, 360.17 feet; thence S 18° 05' 59" W, 60.55 feet; thence S 65° 40' 53" E, 283.84 feet; thence S 85° 10' 57" E, 176.26 feet; thence S 69° 06' 00" E, 53.15 feet; thence N 06° 46' 52" E, 541.54 feet; thence N 67° 42' 55" E, 347.08 feet; thence N 69° 43' 33" E, 58.24 feet to the Point of Beginning. Containing 38.87 acres and subject to easements or restrictions of record.

Sketch of proposed site:



LOCATION MAP NO SCALE

GENOA TOWNSHIP

FEB 11 REC'D

RECEIVED

MASTER DEED

TIMBER GREEN

This Master Deed is made and executed on this ____th day of _____, 2004, by Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), of 3800 Chilson Road, Howell, Michigan 48843, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with 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 Timber Green as a Condominium Project under the Act and does declare that Timber Green (hereinafter referred to as the "Condominium", "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 Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the land and the Developer, and the Developer's successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their 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 Timber Green, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act and in accordance with the laws of the Township of Genoa and the approved plans

therefor are on file with said Township. 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 hereto. Each Unit is a residential building site capable of individual utilization on account of having its own entrance and exit to and from the Unit to and from the General Common Elements of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the 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 Northeast 1/4 of Section 29, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of said Section 29; thence along the North line of Section 29, S 86°39'11" W, 212.30 feet; thence along the Westerly Right-of-Way line of Chilson Road, on the arc of a curve to the right 192.33 feet, radius 785.51 feet, central angle of 14°01'43" and a chord bearing S 36°41'12" E, 191.85 feet to the Point of Beginning; thence continuing along said Westerly Right-of-Way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of 27°16'40", and a chord bearing S 16°02'05" E, 370.45 feet; thence N 87°36'15" E, 23.53 feet; thence along the East line of said Section 29; S 03°07'47" E, 164.32 feet; thence S 86°52'15" W, 23.00 feet; thence 147.68 feet along a curve to the left radius 225.00 feet, central angle 37°36'25", chord bearing N 74°19'18" W, 145.04 feet, thence N 55°31'06" W, 126.43 feet; thence 280.73 feet along a curve to the right, radius 155.00 feet, central angle 103°46'25", chord bearing S 72°35'42" W, 243.91 feet; thence S 06°46'52" W, 224.84 feet; thence S 11°59'06" W, 7.87 feet; thence S 82°59'42" E, 266.05 feet; thence N 86°52'13" E, 275.69 feet to a point on the East line of said Section; thence along said line S 03°07'47" E, 224.37 feet; thence S 87°15'19" W, 203.60 feet; thence S 03°07'47" E, 216.00 feet; thence along the South line of the North 1/2 of the Northeast 1/4 of said Section 29, as previously surveyed and monumented, S 87°15'19" W, 1114.10 feet; thence continuing along the South line of the North 1/2 of the Northeast 1/4, S 87°47'04" W, 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad Right-of-Way Northwest on an arc of a curve to the right 1249.11 feet, radius of 4612.69 feet, central angle 15°30'56" chord bearing N 49°07'07" W, 1245.29 feet; thence N 48°38'23" E, 351.95 feet; thence N 03°20'47" W, 237.73 feet to a point on the North line of said Section; thence along said line N 86°39'11" E, 567.45 feet; thence S 03°20'47" E, 456.28 feet; thence N 86°39'11" E, 94.57 feet; thence S 71°53'59" E, 360.17 feet; thence S 18°05'59" W, 60.55 feet; thence S 65°40'53" E, 283.84 feet; thence S 85°10'57" E, 176.26 feet; thence S 69°06'00" E, 53.15 feet; thence N 06°46'52" E, 541.54 feet;

thence N 67°42'55" E, 347.08 feet; thence N 69°43'33" E, 58.24 feet to the Point of Beginning. Containing 38.87 acres and subject to easements or restrictions of record.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Timber Green Homeowners 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 Timber Green 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 Timber Green Homeowners 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 Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used, means only General Common Elements unless Limited Common Elements are created pursuant to Article VII hereof in which case the phrase "Common Elements," when used without modification, shall mean both General and Limited Common Elements.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, 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 Timber Green as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Timber Green as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. 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 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Timber Green as a completed Condominium Project and shall reflect the Project as finally configured and surveyed. 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. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded. Further, in the event that there is no need to modify the terms of the Master Deed or Bylaws and if the only changes are revisions to the Condominium Subdivision Plan, then there shall be no need to re-record the Master Deed and/or Bylaws but any such revisions may be reflected by the recording of an amendment for the purpose of evidencing the locations of Units, Common Elements and utilities as actually built.

Section 11. Developer. "Developer" means Chestnut Development, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

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 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 which 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 which may be created are sold, whichever first occurs.

Section 14. PUD Agreement. "PUD Agreement" means the Planned Unit Development Agreement by and among the Developer, the Association and the Township which has been recorded contemporaneously herewith in Livingston County Records as described in Article II hereof.

Section 15. Township. "Township" means the Township of Genoa, a Michigan municipal corporation, located in Livingston County, in the State of Michigan.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Timber Green as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, 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. Each Unit shall be co-extensive with an entire lot within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full limit of its perimeter lot lines as depicted on the Condominium Subdivision Plan.

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 hereof, and including other common areas, if any, not identified as Units.

(b) **Road and Entrance Area.** Timber Green Court, the road in the Condominium (including both the paved area and the adjoining right of way) together with the entrance area depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith. There is no obligation on the part of the Developer to install an entrance gate or other limited access facility at the entrance to the Condominium (except as may be required by the Township as a condition of site plan approval) but Developer reserves the right to do so, in its discretion. Any entrance area facilities, including any facilities limiting access, shall be maintained, repaired and replaced by the Association.

(c) **Easements.** All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole, including beneficial easements located within or outside of the Condominium Premises. Included herein, without limitation, is the 100-foot landscape buffer located adjacent to Chilson Road.

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

(e) **Telephone.** The telephone system throughout the Project up to the point of lateral connections for Unit service.

(f) **Gas.** The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(g) **Telecommunications.** The telecommunications system throughout the project up to the point of lateral connections for Unit service.

(h) **Storm Water Drainage System.** The storm water drainage system including the storm water detention areas and other drainage areas, structures and apparatus depicted as such on the Condominium Subdivision Plan.

(i) **Park Area and Pedestrian Path.** The Park area and pedestrian path therein which have been designated as such on the Condominium Subdivision Plan.

(j) **Other.** Such other elements of the Project not herein designated as General 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 any common amenities which may be installed by the Developer and/or the Association at the election of either or both). Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or the Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation. Developer may elect, however, to require that Owners install individual mailboxes of a nature and design as required by Developer, and that the same be installed by each Owner at such Owner's

personal expense. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

Section 2. Limited Common Elements. There are no Limited Common Elements in Timber Green as originally recorded although it is possible that some may be created by the Developer pursuant to the rights reserved in Article VII of this Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units. The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit designated in the Condominium Subdivision Plan, the dwelling and appurtenances contained therein, including the well and water distribution system and the sanitary disposal system, and all other improvements thereto shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element 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. Each Co-owner shall also be responsible for maintenance of any areas lying between his Unit and the curb adjoining the pavement within the road right of way in front of the Unit as may be prescribed by the Association. All structures shall be built in accordance with Township requirements and shall not extend beyond building setback lines as depicted on the Condominium Subdivision Plan without approval of the Township and/or the Developer as may be applicable. Each Co-owner shall also be responsible for the installation of two trees within his or her Unit, of a type and size acceptable to the Township, in the front of of the Unit near Timber Green Court between the road and the residence located on the Unit. Failure of any Co-owner to adhere to the foregoing requirements and to the maintenance and aesthetic standards imposed by the Association shall entitle the Association to enter upon such Co-owner's Unit and to perform the necessary installation, maintenance, decoration, repair or replacement in accordance with the provisions of Article VIII, Section 4 of this Master Deed.

(ii) Utility Services. All costs of initial installation of storm sewer mains and main lines for electricity, natural gas, telephone, cable television (to the extent any are available and/or installed) shall be borne by the Developer. All utility laterals and leads from points of connection to mains shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Developer and/or the Association shall have no responsibility therefor.

(iii) **Water Distribution and Sanitary Waste Disposal Systems.** All costs of initial installation and subsequent maintenance, repair and replacement of the wells, water distribution system and sanitary waste disposal system located within each Unit shall be separately borne by the Co-owner of each Unit to which they are respectively appurtenant. Sanitary drain fields shall be located in the specific places designated therefor on the Condominium Subdivision Plan as required by the Livingston County Department of Public Health.

(b) **Association Responsibilities.**

(i) **General.** The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all General Common Elements requiring periodic maintenance in a neat, clean, operational and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such supplemental services and reasonable rules and regulations may be promulgated in connection therewith.

(ii) **Certain Specific Responsibilities of Maintenance and Preservation.** The Association shall have full authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the General Common Elements of the Condominium. In furtherance thereof, the Association shall have the responsibility to preserve and maintain all storm water drainage, detention and retention facilities and systems and the private roadway which are located within the Condominium, to ensure that the same continue to function as intended. The Association shall also have the responsibility to preserve and maintain all General Common Element landscaping (except the areas lying in front of the Units within the road right-of-way which shall be the responsibility of each Co-owner) and the open space and 100-foot landscape easement adjacent to Chilson Road. The Association shall establish a regular and systematic program of maintenance for the General Common Elements

to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

(iii) **Common Lighting.** The Developer may (but is not required to, except as the Township may require in connection with site plan approval) install common illuminating fixtures within the Condominium and to designate the same as common lighting as provided in Article IV, Section 1(d) hereof. Some of such common lighting may be installed on the General Common Elements or may be located within Units (such as coachlamps). The costs of electricity for common lighting located within General Common Elements or Units may, at Developer's election, be metered by the individual electric meters of the Co-owners to whose Unit the same are respectively appurtenant and, if so, shall be paid by such individual Co-owners without reimbursement therefor from the Association. Any common lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electrical flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells which shall not be tampered with in any way or disabled by any Co-owner.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and any telecommunications, described above may be owned and/or maintained by a public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, electric and natural gas mains together with storm sewer mains are existing or 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 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 Unit or the Common Elements. Each dwelling constructed within a Unit shall be located entirely within the required setbacks for such Unit as set forth in the Site Plan which constitutes a part of Exhibit B hereto.

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 Timber Green as prepared by Professional Engineering Associates, Inc., and attached hereto as Exhibit B. There are 14 Units in the Condominium Project established by this Master Deed. Each Unit shall consist of the area located within Unit boundaries as delineated on Exhibit B hereto together with all appurtenances thereto. Although Units 10 through 14, both inclusive, have been established hereby as separate, conveyable Units, Developer does not presently intend to extend road and utility service to such Units and shall not be obligated to do so until it determines, in its sole discretion, to extend such facilities to serve such Units.

Section 2. Percentage of Value. The percentage of value assigned to each of the 14 Units is equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are not 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 General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. No such changes shall be made, however, without the approval of the Township. Subject to approval of the Township, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to do the following:

Section 1. Realignment and Changes to Units; Consolidation of Units; Relocation of Boundaries. Realign or alter any Unit which it owns, consolidate under single ownership two or more Units located adjacent to one another, and relocate any boundaries between adjoining Units. Such realignment of Units, consolidation of Units and/or relocation of boundaries 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. The provisions of the Township of Genoa Zoning Ordinance regarding minimum lot size, minimum floor area per dwelling unit, yard setbacks, and maximum height of building shall apply at all times to this Condominium.

Section 2. Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, the Unit or Units resulting from such realignment or consolidation shall be separately identified by number and the percentage of value as set forth in Article V hereof shall be adjusted so that all Units have equal percentages of value. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified and/or consolidated. 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 rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

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

Section 1. Designation of Convertible Areas. All Units and Common Element areas are hereby designated as Convertible Areas within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; (b) Common Elements may be constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the Township and subject to the same requirements and limitations as set forth in Article VI, Section 1 of this Master Deed.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, add, extend, diminish, delete

and/or relocate Units, and to construct private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Units in such areas as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

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

Section 4. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 5. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 6. Amendment of Master Deed. The exercise of rights of modification and/or convertibility in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its assigns. The Developer shall be obligated to amend the Condominium Subdivision Plan to show all changes in the Units resulting from exercise of convertibility rights

pursuant to this Article VII. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Unit is ultimately recorded as required by the Act and this Master Deed.

Section 7. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the modified Units, dwellings and appurtenances being included in the Project under this Article VII. 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. In the event a Co-owner exercises the right of convertibility described herein subsequent to Developer's final recording of a Consolidating Master Deed or other final amendment to the Master Deed such Co-owner shall be responsible, at his expense, to cause the Association to prepare and record an amendment to the Master Deed depicting such changes made by Co-owner to the Unit and/or Common Elements.

Section 8. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VII. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

EASEMENTS, RESERVATIONS, RESTRICTIONS AND ENABLEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over all portions of the land in the Condominium, including all areas lying within Unit boundaries, for installation and for the continuing existence, maintenance, repair, replacement and enlargement of or tapping into all utilities in the Condominium including, without limitation, placement of electrical transformers.

Section 2. Rights Retained by Developer.

(a) **Access Easements for Development Purposes.** The Developer reserves for the benefit of Developer, and Developer's successors and assigns, the right of unrestricted use of the Condominium roadways and all other Common Elements and all Units for the purposes of ingress and egress to and from all or any portion of the Condominium for purposes of development and marketing thereof and construction thereon.

(b) **Utility Easements for Development Purposes.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. 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.

(c) **Granting Utility Rights to Agencies.** 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 and all Units and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easements or transfers of title.

(d) **Dedication of Road.** 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 General Common Elements, Units and appurtenant Limited Common Elements, if any, in Timber Green. 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 rights-of-way dedication. Nothing herein contained, however, shall be deemed to require that any such dedication shall occur. Provided, however, that no such dedication shall be made without the express approval of the Township. After the Development and Sales Period, the right of dedication shall pass to the Association which the Association may exercise with an affirmative vote of two-thirds (2/3) of all Co-owners. Mortgagee consent shall not be required.

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, 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.

Section 4. Developer and Association Easements for Maintenance, Repair and Replacement. The Developer, the Association, the Township and all public or private utility agencies or companies 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; provided, however, that the easements granted hereunder shall not entitle any person other than the 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 dwelling and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit 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, landscape or otherwise keep his Unit, the dwelling thereon or any improvements or appurtenances located therein, 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 dwelling within the Unit (including the exteriors of any structures located therein), its appurtenances and any landscaping, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-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 regular periodic assessment installment 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 5. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground. Also, other utility mains (including, without limitation, natural gas, electric and telephone conduits) may be installed by or at the instance of Developer across all Units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect, in Developer's sole and absolute discretion and, further, to tap into, extend and enlarge such utilities as may be necessary, in

Developer's judgment. All Units shall be convertible by Developer to any extent necessary to create Common Elements and easements in furtherance of the rights reserved in this Section 5.

Section 6. Easements for Storm Drainage. There shall exist easements over all Units for purposes of providing storm water drainage and retention or detention as designated on the Condominium Subdivision Plan. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be necessitated by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Private Road. The private road and related improvements as referenced in Article IV, Section 1(b) as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roads on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The entire road system shall be maintained by the Association in such manner as will allow reasonable and unobstructed access throughout the Condominium.

Section 9. Park Area and Access Thereto. The Park Area and Pedestrian Path designated as such on the Condominium Subdivision Plan shall be subject to the covenants, conditions and restrictions set forth herein and in said Bylaws. There shall exist easements for pedestrian access to the Park Area by all Co-owners and the owners of Parcel A and Parcel B as designated on the Condominium Subdivision Plan. The costs of maintenance and/or restoration of the Open Space Areas of the Condominium shall be borne by the Association and shall be shared by the owners of Parcels A and B to the extent provided in the Article II, Section 7 of the Bylaws.

Section 10. Preservation Areas. The Developer hereby reserves and restricts certain areas within the Condominium as Preservation Areas, designated as such on the Condominium Subdivision Plan, which shall be utilized in accordance with the provisions set forth in Article VI, Section 17 of the Bylaws attached hereto as Exhibit A.

Section 11. Road, Drive, Landscape Buffer and Storm Drainage Easements. There shall exist access easements over Timber Green Court for purposes of ingress and egress to and from Parcels A, B and 2B, designated as such on the Condominium Subdivision Plan, all of which Parcels adjoin but are located outside the Condominium. Parcels A and B shall contribute, to the extent provided in Article II, Section 7 of the Bylaws, to the costs of maintenance, repair and replacement of Timber Green Court and any common lighting, any limited access facility, the Chilson Road landscape buffer, the Park area and walking path and the storm drainage system throughout the Condominium and shall likewise be benefitted by all such facilities. Such costs shall be paid by the owners of Parcels A and B within 30 days after billing by the Association and shall constitute a lien against such Parcels for non-payment, subordinate only to the liens of any first mortgages on Parcels A and B. The Chilson Road landscape buffer (which lies within Units 1 and 2 and Parcel A) shall be maintained, repaired and replaced by the Association (except as to the path hereinafter described in this sentence) but shall be subject to the right of the Township to install and maintain, without cost to the Developer or the Association, a pedestrian or bicycle path within the buffer of such reasonable path width and other reasonable characteristics as the Township may determine. Parcel B and Parcel 2B shall have a perpetual easement of access over Unit 1 as depicted on the Condominium Subdivision Plan and Parcel B and Parcel 2B shall be jointly responsible for the maintenance, repair and replacement, and all costs thereof, of any driveway or other improvements for their benefit which are located within such access easement. Such easement shall be subject, however, to the absolute right of the Developer, the Association or the Owner of Unit 1 to install, maintain, repair and replace any necessary utilities for the benefit of all or any of them within or adjacent to said easement; provided, however, that the driveway and any improvements within the easement benefitting Parcels B and 2B shall be restored by the disturbing party or parties to reasonable condition after disturbance thereof due to installation, maintenance, repair or replacement of such utilities. Parcel 2B and the owners thereof from time to time shall not be responsible, at any time, for contributing to the costs of maintenance, repair or replacement of Timber Green Court or any other improvements referenced in this Section 11 notwithstanding the rights of access and enjoyment granted on behalf of Parcel 2B as set forth herein.

Section 12. Clear Vision Easement. There shall exist a Clear Vision Easement ("Easement") as so designated on the Condominium Subdivision Plan at the entrance to the Condominium located at the intersection ("Intersection") of Timber Court and Chilson Road. The Easement shall be for the benefit of the Livingston County Road Commission and the Township and all persons entitled to access over Timber Court. The Easement shall be maintained and administered by the Association for the purpose of assuring unimpeded visibility for all pedestrians and vehicle operators utilizing the Intersection. No buildings, structures, plantings or other visual impediments shall be installed or maintained within the Easement which will obstruct or interfere with the view of vehicular traffic in the area of the Intersection and the Association shall, at all times, mow, grade, plant and otherwise maintain the Easement area so as to promote the highest degree of vehicular and pedestrian safety and the fulfillment of the purposes of this Section 12. If the Township or the Road Commission determines that the Easement is not being properly maintained by the Association, either, after reasonable notice, may take the necessary actions to cure the failure by the Association and any costs thereof may be charged to the Association.

Section 13. PUD Agreement. The Developer and all Co-owners shall be subject in perpetuity to the terms, provisions, limitations, restrictions and affirmative covenants of the PUD

Agreement which shall run with all Units in the Condominium and shall not be modified without the consent of the Township.

ARTICLE IX

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. The Developer may, without such consent, modify the Unit and Limited Common Elements appurtenant to any Unit to make adjustments for survey error or to take into account topographic conditions of the Unit or the Limited Common Elements of the Unit or as elsewhere herein provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. Except as otherwise provided in this Master Deed, 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 first 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 100% of non-Developer Co-owners.

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. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Govern-

ment National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

[Signatures and acknowledgment appear on the following page]

IN WITNESS WHEREOF, the Developer has executed this Master Deed on the date set forth at the outset hereof.

CHESTNUT DEVELOPMENT, L.L.C.,
a limited liability company

By: _____
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2004, the foregoing Master Deed was acknowledged before me by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the company.

Notary Public, Livingston County, Michigan
My commission expires: _____

Master Deed drafted by:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded, return to drafter

LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. _____
 EXHIBIT "B" TO THE MASTER DEED OF
TIMBER GREEN

GENOA TOWNSHIP
 LIVINGSTON COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS
 CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED
 CONSECUTIVELY WHEN RECORDED BY THE REGISTER
 OF DEEDS. WHEN A NUMBER HAS BEEN ASSIGNED TO
 THIS PROJECT IT MUST BE PROPERLY SHOWN ON THIS
 SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DEVELOPER

CHESTNUT DEVELOPMENT, L.L.C.
 3800 CHILSON ROAD
 HOWELL, MI 48843

SURVEYOR

PROFESSIONAL ENGINEERING ASSOCIATES, INC.
 2900 E. GRAND RIVER AVENUE
 HOWELL, MICHIGAN 48843

INDEX OF DRAWINGS:

| DWG. NO. | DWG. TITLE |
|----------|----------------|
| 1 | COVER SHEET |
| 2 | SURVEY PLAN 1 |
| 3 | SURVEY PLAN 2 |
| 4 | SITE PLAN 1 |
| 5 | SITE PLAN 2 |
| 6 | UTILITY PLAN 1 |
| 7 | UTILITY PLAN 2 |

DESCRIPTION

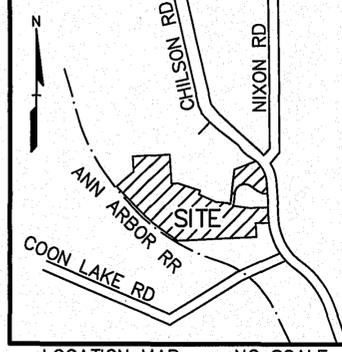
PART OF THE NORTHEAST 1/4 OF SECTION 29, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SECTION 29, S 86°39'11" W, 212.30 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CHILSON ROAD, ON THE ARC OF A CURVE TO THE RIGHT 192.33 FEET, RADIUS 785.51 FEET, CENTRAL ANGLE OF 14°01'43" AND A CHORD BEARING S 36°41'12" E, 191.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF CHILSON ROAD ON THE ARC OF A CURVE RIGHT 373.97 FEET, RADIUS OF 785.51 FEET, CENTRAL ANGLE OF 27°16'36", AND A CHORD BEARING S 16°02'05" E, 370.45 FEET; THENCE N 87°36'15" E, 23.53 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION 29; S 03°07'47" E, 164.32 FEET; THENCE S 86°52'15" W, 23.00 FEET; THENCE 147.68 FEET ALONG A CURVE TO THE LEFT RADIUS 225.00 FEET, CENTRAL ANGLE 37°36'25", CHORD BEARING N 74°19'18" W, 145.04 FEET, THENCE N 55°31'06" W, 126.43 FEET; THENCE 280.73 FEET ALONG A CURVE TO THE RIGHT, RADIUS 155.00 FEET, CENTRAL ANGLE 103°46'25", CHORD BEARING S 72°35'42" W, 243.91 FEET; THENCE S 06°46'52" W, 224.84 FEET; THENCE S 11°59'06" W, 7.87 FEET; THENCE S 82°59'42" E, 266.05 FEET; THENCE N 86°52'13" E, 275.69 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE ALONG SAID LINE S 03°07'47" E, 224.37 FEET; THENCE S 87°15'19" W, 203.60 FEET; THENCE S 03°07'47" E, 216.00 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, AS PREVIOUSLY SURVEYED AND MONUMENTED, S 87°15'19" W, 1114.10 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4, S 87°47'04" W, 97.81 FEET; THENCE ALONG THE NORTHEASTERLY LINE OF THE ANN ARBOR RAILROAD RIGHT-OF-WAY NORTHWEST ON AN ARC OF A CURVE TO THE RIGHT 1249.10 FEET, RADIUS OF 4612.69 FEET, CENTRAL ANGLE 15°30'56" CHORD BEARING N 49°07'07" W, 1245.29 FEET; THENCE N 48°38'23" E, 351.95 FEET; THENCE N 03°20'47" W, 237.73 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID LINE N 86°39'11" E, 567.45 FEET; THENCE S 03°20'47" E, 456.28 FEET; THENCE N 86°39'11" E, 94.57 FEET; THENCE S 71°53'59" E, 360.17 FEET; THENCE S 18°05'59" W, 60.55 FEET; THENCE S 65°40'53" E, 283.84 FEET; THENCE S 85°10'57" E, 176.26 FEET; THENCE S 69°06'00" E, 53.15 FEET; THENCE N 06°46'52" E, 541.54 FEET; THENCE N 67°42'55" E, 347.08 FEET; THENCE N 69°43'33" E, 58.24 FEET TO THE POINT OF BEGINNING. CONTAINING 38.87 ACRES AND SUBJECT TO EASEMENTS OR RESTRICTIONS OF RECORD.

GENOA TOWNSHIP
 FEB 11 REC'D
 RECEIVED

PROPOSED - DATED DECEMBER 23, 2003

| | |
|-----------------|--|
| TIMBER GREEN |  PROFESSIONAL ENGINEERING ASSOCIATES <small>2900 E. Grand River Avenue Howell, MI 48843 (517) 546-8583</small> |
| COVER SHEET | |

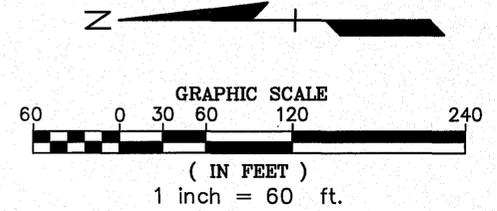
E 1/4 CORNER
SECTION 29
T2N, R5E



SITE BENCHMARKS (NAVD 88 DATUM)

BM1 (REFERENCE): NGS POINT 'NE0810' (STAMPED MI05 1934). BENCH MARK DISC ON TOP OF A CONCRETE MONUMENT AT THE NW CORNER OF COON LAKE ROAD AND ANN ARBOR RAILROAD - ELEVATION 939.63

BM2 (SITE): SET GEAR SPIKE IN POWER POLE IN THE SW FACE AT THE NE CORNER OF SITE ±50' WEST OF THE CENTERLINE OF CHILSON ROAD, ±125' NW OF INTERSECTION OF NIXON AND CHILSON ROADS. 119'± NORTHWEST OF THE NORTHEAST PROPERTY CORNER - ELEVATION 948.47



LEGEND

- = SECTION CORNER
- = LIMITS OF OWNERSHIP/UNIT LIMIT
- 1 = UNIT NUMBER
- = IRON FOUND
- ⊙ = SET MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER
- = SET UNIT CORNERS ARE 1/2" DIAMETER STEEL RODS, 18" LONG
- ▨ = PRESERVATION AREA
- = WETLAND LIMITS
- R/W = EXISTING RIGHT-OF-WAY

NOTES:

1. THE BASIS OF BEARING ORIGINATES FROM THE NORTH LINE OF SECTION 29, AS DEFINED BY A SURVEY FROM TRI-COUNTY SURVEYS CO. DATED: JUNE 28, 2002. JOB No. 02-47A.
2. GENOA TOWNSHIP DOES NOT PARTICIPATE IN THE FEMA FLOOD HAZARD STUDY PROGRAM AND IT IS UNDETERMINED IF ANY PORTION OF THE SITE LIES WITHIN THE 100 YEAR FLOODPLAIN.
3. REMOVE ALL TREES WITHIN THE CLEAR VISION EASEMENT. EASEMENT SHALL BE GRADED FLAT AND GRASS SHALL BE PROPERLY MAINTAINED IN PERPETUITY SO AS NOT TO OBSCURE CLEAR VISION AREA.

PROPOSED - MUST BE BUILT

| | | | | |
|--|------|-------------------------|----------------|------------------|
| No. By | | Revisions (Description) | | Date |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| SURVEY PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T2N, R5E, LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | SUR. | JDH | SCALE 1" = 60' | JOB NO. EQ03-006 |
| DN. | RMS | P.M. | DATE 12-23-03 | DWG. NO. 2 |

PEA

PROFESSIONAL ENGINEERING ASSOCIATES

2900 E. Grand River Avenue
Howell, MI 48843
(517) 646-8583

CHILSON ROAD (VARIABLE WIDTH)(PUBLIC)

NE CORNER
SECTION 29
T2N, R5E

EAST LINE SECTION 29

Δ=14°01'43"
R = 785.51'
AL = 192.33'
CH = 191.85'
CHB = S36°41'12"E

POINT OF BEGINNING

CLEAR VISION EASEMENT

PARCEL "A"

PARCEL "B-2"

PARCEL "B"

SURVEYOR'S CERTIFICATE

I, JOHN D. HEIKKINEN, A REGISTERED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS TIMBER GREEN, LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

JOHN D HEIKKINEN, DATE _____
PROFESSIONAL SURVEYOR NO. 47952
PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2900 EAST GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843

CURVE DATA

| NO. | RADIUS | ARC | DELTA | CHORD | CHD. BEARING |
|-----|---------|---------|------------|---------|--------------|
| A | 785.51' | 373.97' | 27°16'36" | 370.45' | S16°02'05"E |
| C | 225.00' | 147.68' | 37°36'25" | 145.04' | N74°19'18"W |
| D | 155.00' | 280.73' | 103°46'25" | 243.91' | S72°35'42"W |
| E | 220.00' | 278.95' | 72°38'58" | 260.64' | S43°06'19"W |
| F | 250.00' | 124.35' | 28°29'56" | 123.07' | N86°19'14"W |
| M | 250.00' | 199.98' | 45°49'59" | 194.70' | S86°55'11"E |
| N | 210.00' | 134.02' | 36°34'00" | 131.76' | S82°17'12"E |
| O | 210.00' | 245.77' | 67°03'21" | 231.98' | N40°18'30"E |
| P | 205.00' | 377.82' | 105°35'53" | 326.57' | N71°40'58"E |
| Q | 175.00' | 114.86' | 37°36'25" | 112.81' | S74°19'18"E |

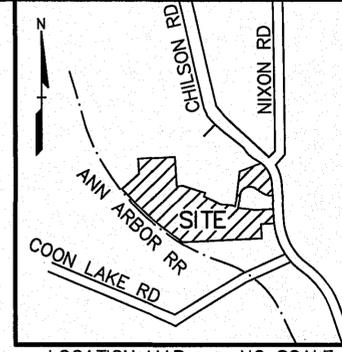
MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 2

PARCEL "B"

MATCH LINE SEE SHEET 2

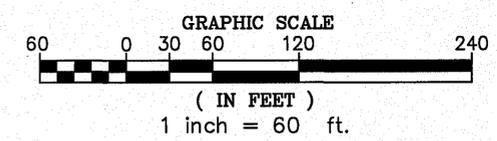


LOCATION MAP NO SCALE

SITE BENCHMARKS (NAVD 88 DATUM)

BM1 (REFERENCE): NGS POINT 'NE0810' (STAMPED M105 1934). BENCH MARK DISC ON TOP OF A CONCRETE MONUMENT AT THE NW CORNER OF COON LAKE ROAD AND ANN ARBOR RAILROAD - ELEVATION 939.63

BM2 (SITE): SET GEAR SPIKE IN POWER POLE IN THE SW FACE AT THE NE CORNER OF SITE ±50' WEST OF THE CENTERLINE OF CHILSON ROAD, ±125' NW OF INTERSECTION OF NIXON AND CHILSON ROADS. - ELEVATION 948.47



LEGEND

- ⊙ = SECTION CORNER
- = LIMITS OF OWNERSHIP/UNIT LIMIT
- 1 = UNIT NUMBER
- = IRON FOUND
- ⊙ = SET MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER
- = SET UNIT CORNERS ARE 1/2" DIAMETER STEEL RODS, 18" LONG
- = PRESERVATION AREA
- = WETLAND LIMITS

- NOTES:**
1. THE BASIS OF BEARING ORIGINATES FROM THE NORTH LINE OF SECTION 29, AS DEFINED BY A SURVEY FROM TRI-COUNTY SURVEYS CO. DATED: JUNE 28, 2002 JOB NO. 02-47A.
 2. GENOA TOWNSHIP DOES NOT PARTICIPATE IN THE FEMA FLOOD HAZARD STUDY PROGRAM AND IT IS UNDETERMINED IF ANY PORTION OF THE SITE LIES WITHIN THE 100 YEAR FLOODPLAIN.
 3. RESTRICTED PRESERVATION AREA INCLUDES ALL AREAS NOT DESIGNATED AS PRESERVATION AREA, GENERAL COMMON ELEMENT OR BUILDING ENVELOPE.

PROPOSED - MUST BE BUILT

| | | | | |
|--|-------------|-------------------------|------------------|------------|
| No. By Ck. | | Revisions (Description) | | Date |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| SURVEY PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T.2 N., R.5 E., LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | SUR. J.D.H. | SCALE 1" = 60' | JOB NO. EQ03-006 | |
| DN. | RMS | P.L. DS | DATE 12-23-03 | DWG. NO. 3 |

PROFESSIONAL ENGINEERING ASSOCIATES
2900 E. Grand River Avenue
Howell, MI 48843
(517) 546-8583

SURVEYOR'S CERTIFICATE

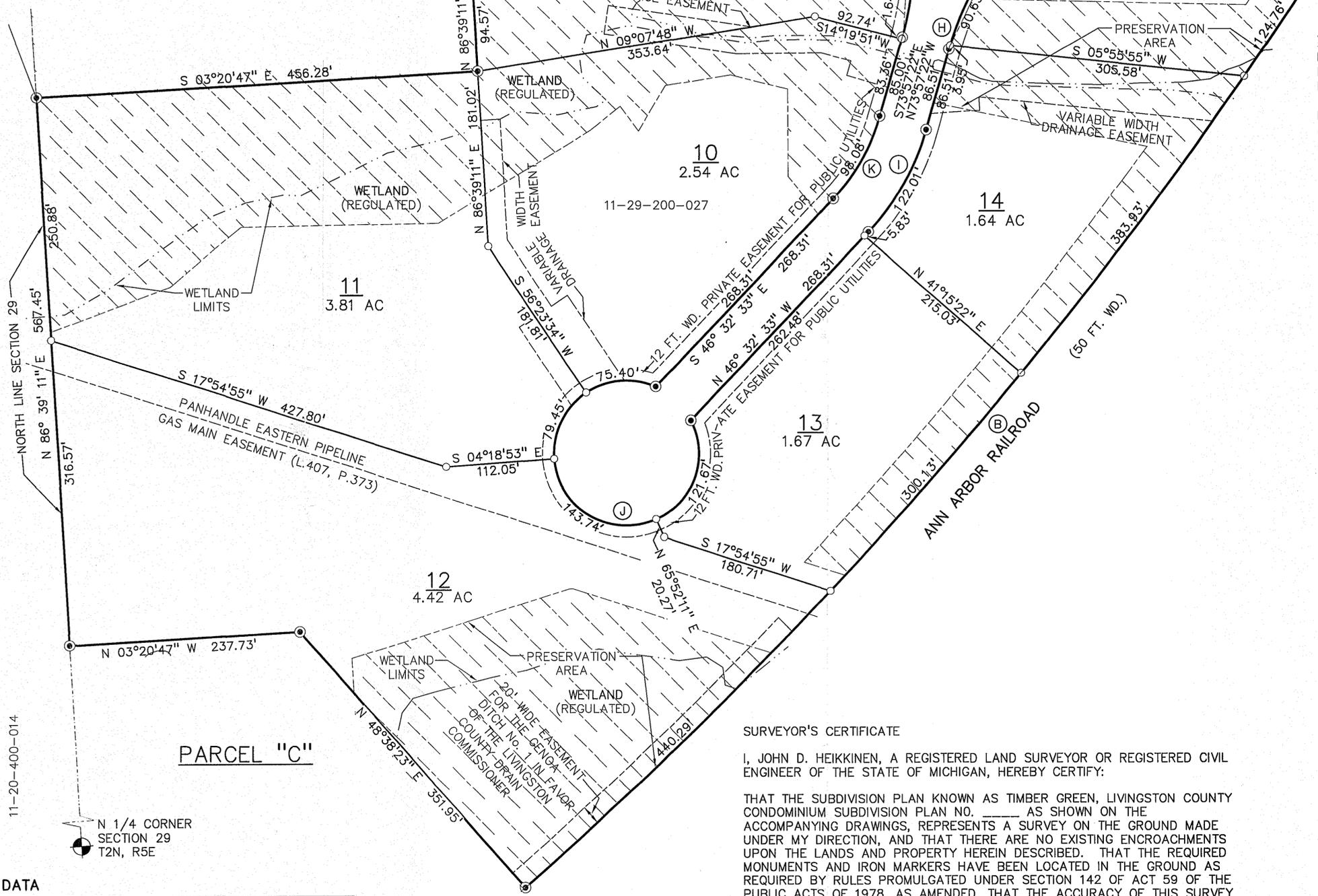
I, JOHN D. HEIKKINEN, A REGISTERED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS TIMBER GREEN, LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

JOHN D HEIKKINEN,
PROFESSIONAL SURVEYOR NO. 47952
PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2900 EAST GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843

DATE _____

11-20-400-012



PARCEL "C"

CURVE DATA

| NO. | RADIUS | ARC | DELTA | CHORD | CHD. BEARING |
|-----|----------|----------|------------|----------|--------------|
| B | 4612.69' | 1249.11' | 15°30'56" | 1245.29' | N49°07'06"W |
| G | 70.00' | 18.26' | 14°56'39" | 18.21' | N64°35'57"W |
| H | 322.00' | 94.58' | 16°49'44" | 94.24' | N65°32'29"W |
| I | 255.00' | 122.01' | 27°24'48" | 120.85' | N60°14'57"W |
| J | 75.00' | 420.26' | 321°03'27" | 50.00' | N43°27'27"E |
| K | 205.00' | 98.08' | 27°24'48" | 97.15' | S60°14'57"E |
| L | 310.00' | 194.14' | 35°52'49" | 190.98' | N88°06'14"E |
| M | 250.00' | 199.98' | 45°49'59" | 194.70' | S86°55'11"E |

N 1/4 CORNER
SECTION 29
T2N, R5E

E00300P\DWG\EXHIBIT 8\03\survey-plan2.dwg
TWS17 ANGLE: 90°00'00" CCW

CHILSON ROAD (VARIABLE WIDTH)(PUBLIC)

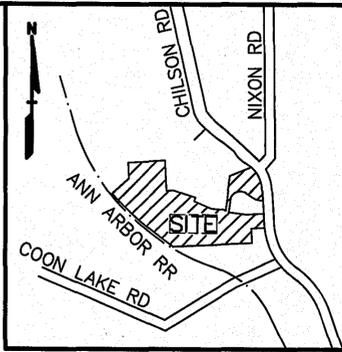
E 1/4 CORNER SECTION 29 T2N, R5E

NE CORNER SECTION 29 T2N, R5E

EAST LINE SECTION 29

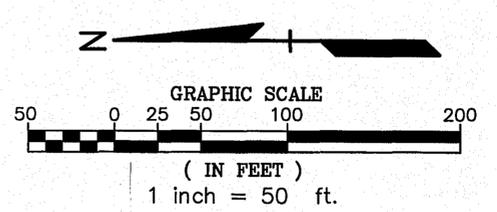
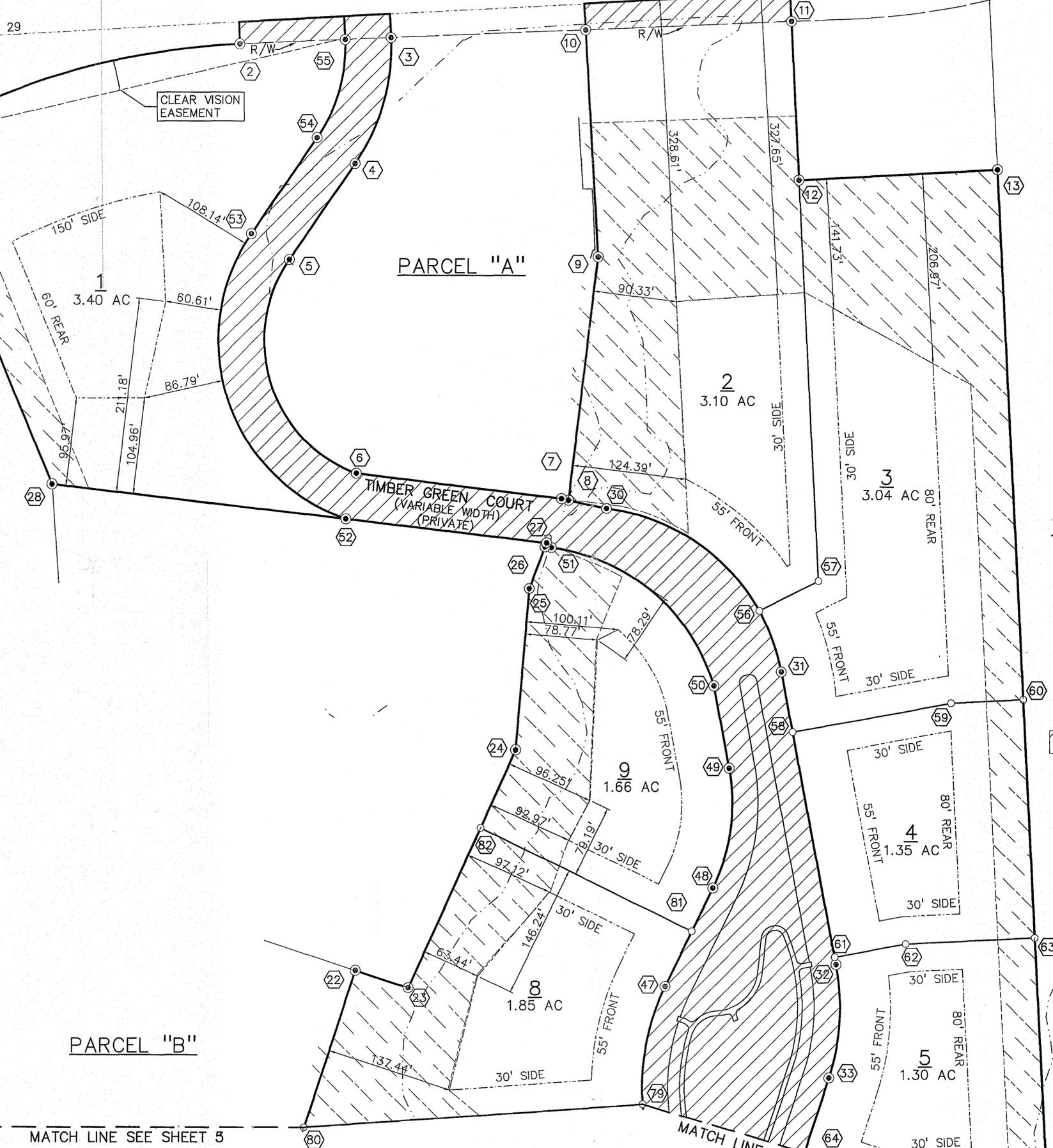
NORTH LINE SECTION 29

N 1/4 CORNER SECTION 29 T2N, R5E



LOCATION MAP NO SCALE

| COORD. NO. | NORTHING | EASTING |
|------------|-----------|------------|
| 1 | N 9833.76 | E 9902.67 |
| 2 | N 9477.72 | E 10004.99 |
| 3 | N 9313.25 | E 10011.84 |
| 4 | N 9352.57 | E 9874.86 |
| 5 | N 9424.15 | E 9770.64 |
| 6 | N 9351.19 | E 9537.90 |
| 7 | N 9127.92 | E 9511.35 |
| 8 | N 9120.22 | E 9509.72 |
| 9 | N 9087.78 | E 9773.78 |
| 10 | N 9101.28 | E 10020.74 |
| 11 | N 8877.29 | E 10030.12 |
| 12 | N 8869.04 | E 9857.94 |
| 13 | N 8653.36 | E 9869.73 |
| 22 | N 9352.41 | E 8997.80 |
| 23 | N 9294.86 | E 8978.99 |
| 24 | N 9177.97 | E 9237.65 |
| 25 | N 9163.17 | E 9413.28 |
| 26 | N 9145.88 | E 9458.55 |
| 27 | N 9144.21 | E 9462.94 |
| 28 | N 9681.96 | E 9526.88 |
| 29 | N 9813.58 | E 9848.04 |
| 30 | N 9078.81 | E 9500.93 |
| 31 | N 8888.52 | E 9322.82 |
| 32 | N 8829.18 | E 9004.85 |
| 33 | N 8837.08 | E 8882.03 |
| 47 | N 9015.19 | E 8981.06 |
| 48 | N 8963.04 | E 9087.99 |
| 49 | N 8945.36 | E 9218.56 |
| 50 | N 8961.98 | E 9307.65 |
| 51 | N 9138.89 | E 9457.72 |
| 52 | N 9362.73 | E 9488.92 |
| 53 | N 9465.37 | E 9798.95 |
| 54 | N 9393.79 | E 9903.16 |
| 55 | N 9363.20 | E 10009.76 |
| 56 | N 8912.24 | E 9388.90 |
| 57 | N 8848.14 | E 9421.92 |
| 58 | N 8876.23 | E 9256.95 |
| 59 | N 8703.90 | E 9289.10 |
| 60 | N 8625.71 | E 9292.85 |
| 61 | N 8830.64 | E 9012.67 |
| 62 | N 8753.25 | E 9027.11 |
| 63 | N 8613.29 | E 9033.82 |
| 64 | N 8863.52 | E 8800.31 |
| 65 | N 8767.65 | E 8769.29 |
| 66 | N 8600.99 | E 8777.28 |
| 79 | N 9039.84 | E 8853.62 |
| 80 | N 9408.17 | E 8827.24 |
| 81 | N 8985.97 | E 9040.98 |
| 82 | N 9216.12 | E 9153.22 |



LEGEND

- = SECTION CORNER
- = LIMITS OF OWNERSHIP/UNIT LIMIT
- 1 = UNIT NUMBER
- = IRON FOUND
- = SET MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER (ALL UNIT CORNERS ARE 1/2" DIAMETER STEEL RODS, 18" LONG)
- ▨ = GENERAL COMMON ELEMENTS
- ▨ = PRESERVATION AREA
- = BUILDING SETBACK
- ① = COORDINATE POINT
- = WETLAND LIMITS

NOTES:
 1. RESTRICTED PRESERVATION AREAS INCLUDE ALL AREAS NOT DESIGNATED AS PRESERVATION AREAS, GENERAL COMMON ELEMENTS OR BUILDING ENVELOPES.
 2. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VII OF THE MASTER DEED.
 3. REMOVE ALL TREES WITHIN THE CLEAR VISION EASEMENT. EASEMENT SHALL BE GRADED FLAT AND GRASS SHALL BE PROPERLY MAINTAINED IN PERPETUITY SO AS NOT TO OBSCURE CLEAR VISION AREA.

PARCEL "B"

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 5

PROPOSED - MUST BE BUILT

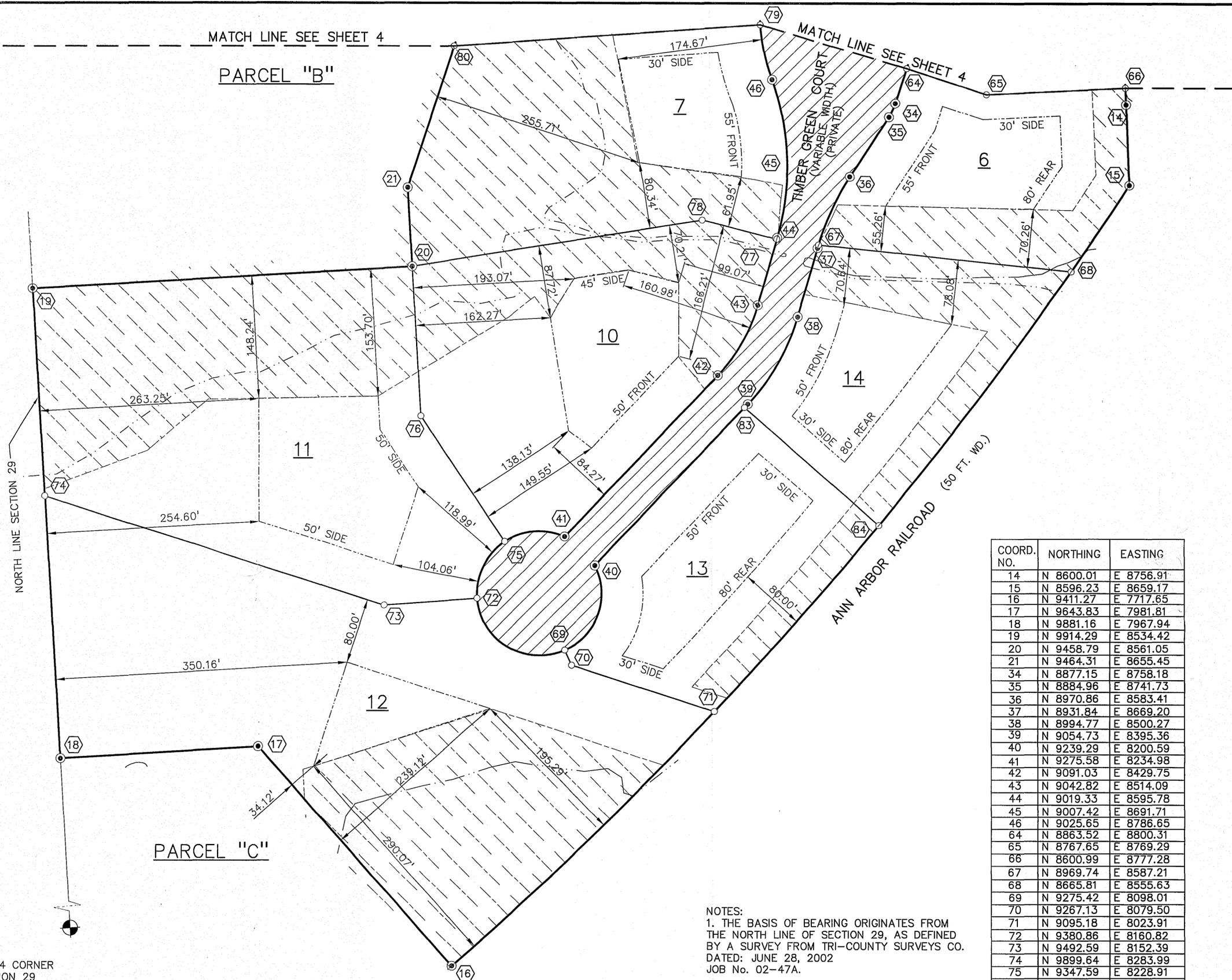
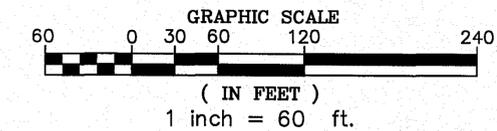
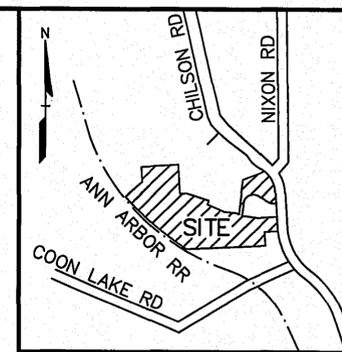
| | | | | |
|--|-------------|-------------------------|------------------|--|
| No. By Ck. | | Revisions (Description) | | Date |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| SITE PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T.2 N., R.5 E., LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | SUR. J.D.H. | SCALE 1" = 60' | JOB NO. EQ03-006 | 2900 E. Grand River Avenue Howell, MI 48843 (517) 546-8593 |
| DN. | R.M.S. | P.M. DS | DATE 12-23-03 | DWG. NO. 4 |



EQ03006.DWG EXHIBIT BY(04) site-plan.dwg
 TWS1 ANGLE: 90°00'00" CCW

MATCH LINE SEE SHEET 4

PARCEL "B"



NORTH LINE SECTION 29

PARCEL "C"

N 1/4 CORNER SECTION 29 T2N, R5E

| COORD. NO. | NORTHING | EASTING |
|------------|-----------|-----------|
| 14 | N 8600.01 | E 8756.91 |
| 15 | N 8596.23 | E 8659.17 |
| 16 | N 9411.27 | E 7717.65 |
| 17 | N 9643.83 | E 7981.81 |
| 18 | N 9881.16 | E 7967.94 |
| 19 | N 9914.29 | E 8534.42 |
| 20 | N 9458.79 | E 8561.05 |
| 21 | N 9464.31 | E 8655.45 |
| 34 | N 8877.15 | E 8758.18 |
| 35 | N 8884.96 | E 8741.73 |
| 36 | N 8970.86 | E 8583.41 |
| 37 | N 8931.84 | E 8669.20 |
| 38 | N 8994.77 | E 8500.27 |
| 39 | N 9054.73 | E 8395.36 |
| 40 | N 9239.29 | E 8200.59 |
| 41 | N 9275.58 | E 8234.98 |
| 42 | N 9091.03 | E 8429.75 |
| 43 | N 9042.82 | E 8514.09 |
| 44 | N 9019.33 | E 8595.78 |
| 45 | N 9007.42 | E 8691.71 |
| 46 | N 9025.65 | E 8786.65 |
| 64 | N 8863.52 | E 8800.31 |
| 65 | N 8767.65 | E 8769.29 |
| 66 | N 8600.99 | E 8777.28 |
| 67 | N 8969.74 | E 8587.21 |
| 68 | N 8665.81 | E 8555.63 |
| 69 | N 9275.42 | E 8098.01 |
| 70 | N 9267.13 | E 8079.50 |
| 71 | N 9095.18 | E 8023.91 |
| 72 | N 9380.86 | E 8160.82 |
| 73 | N 9492.59 | E 8152.39 |
| 74 | N 9899.64 | E 8283.99 |
| 75 | N 9347.59 | E 8228.91 |
| 76 | N 9448.22 | E 8380.34 |
| 77 | N 9019.78 | E 8594.21 |
| 78 | N 9109.63 | E 8617.16 |
| 79 | N 9039.84 | E 8853.62 |
| 80 | N 9408.17 | E 8827.24 |
| 83 | N 9058.76 | E 8391.13 |
| 84 | N 8897.10 | E 8249.33 |

LEGEND

- = SECTION CORNER
- = PRESERVATION AREA
- = WETLAND LIMITS
- = BUILDING SETBACK
- = GENERAL COMMON ELEMENTS
- = LIMITS OF OWNERSHIP/UNIT LIMIT
- 1 = UNIT NUMBER
- = IRON FOUND
- = SET MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER (ALL UNIT CORNERS ARE 1/2" DIAMETER STEEL RODS, 18" LONG)
- = COORDINATE POINT

- NOTES:
1. THE BASIS OF BEARING ORIGINATES FROM THE NORTH LINE OF SECTION 29, AS DEFINED BY A SURVEY FROM TRI-COUNTY SURVEYS CO. DATED: JUNE 28, 2002 JOB No. 02-47A.
 2. GENOA TOWNSHIP DOES NOT PARTICIPATE IN THE FEMA FLOOD HAZARD STUDY PROGRAM AND IT IS UNDETERMINED IF ANY PORTION OF THE SITE LIES WITHIN THE 100 YEAR FLOODPLAIN.
 3. RESTRICTED PRESERVATION AREA INCLUDES ALL AREAS NOT DESIGNATED AS PRESERVATION AREA, GENERAL COMMON ELEMENT OR BUILDING ENVELOPE.

PROPOSED - MUST BE BUILT

| | | | | |
|--|----------|----------------|-------------------------|--|
| No. | By | Chk. | Revisions (Description) | Date |
| | | | | |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| SITE PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T.2 N., R.5 E., LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | SUR. JDH | SCALE 1" = 60' | JOB NO. EQ03-006 | 2900 E. Grand River Avenue Howell, MI 48843 (517) 546-8583 |
| DN. | RMS | P.M. DS | DATE 12-23-03 | DWG. NO. 5 |

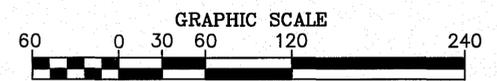
PROFESSIONAL ENGINEERING ASSOCIATES

CHILSON ROAD (VARIABLE WIDTH)(PUBLIC)

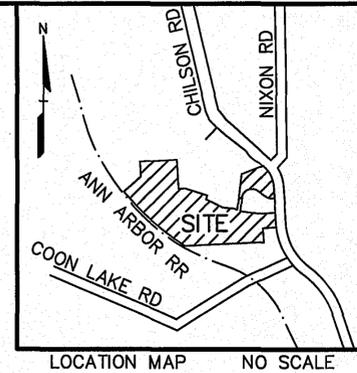
NE CORNER SECTION 29 T2N, R5E

EAST LINE SECTION 29

E 1/4 CORNER SECTION 29 T2N, R5E

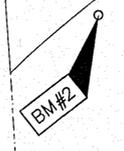


(IN FEET)
1 inch = 60 ft.



LOCATION MAP NO SCALE

NORTH LINE SECTION 29



CLEAR VISION EASEMENT



15"ST

WETLAND LIMITS

WETLAND (REGULATED)

PRESERVATION AREA

BM#1 ±1100' SOUTH

11-29-200-019

11-29-200-018

SITE BENCHMARKS (NAVD 88 DATUM)

BM1 (REFERENCE): NGS POINT 'NE0810' (STAMPED M105 1934). BENCH MARK DISC ON TOP OF A CONCRETE MONUMENT AT THE NW CORNER OF COON LAKE ROAD AND ANN ARBOR RAILROAD - ELEVATION 939.63

BM2 (SITE): SET GEAR SPIKE IN POWER POLE IN THE SW FACE AT THE NE CORNER OF SITE ±50' WEST OF THE CENTERLINE OF CHILSON ROAD, ±125' NW OF INTERSECTION OF NIXON AND CHILSON ROADS. 119'± NORTHWEST OF THE NORTHEAST PROPERTY CORNER ELEVATION 948.47

PRESERVATION AREA 1

PARCEL "A"

VARIABLE WIDTH DRAINAGE EASEMENT

2

PRESERVATION AREA

TIMBER GREEN COURT (VARIABLE WIDTH) (PRIVATE)

WETLAND LIMITS

3

LEGEND

- PROPOSED STORM SEWER & MANHOLE
- CATCH BASIN
- INLET
- ELECTRIC, TELEPHONE, CABLE, GAS LINES
- LIMITS OF OWNERSHIP
- BUILDING SETBACK
- ▨ PRESERVATION AREA
- WETLAND LIMITS
- ▣ DRAIN FIELD AND EXPANSION AREA
- DRAIN FIELD

GENERAL NOTES:

1. THE STORM SEWER SYSTEM & ROADWAY ARE PRIVATE AND MUST BE BUILT.
2. ALL PROPOSED UNITS WILL BE SERVICED WITH:
 - GAS BY CONSUMERS ENERGY
 - ELECTRICITY BY DTE ENERGY
 - TELEPHONE BY SBC
 - CABLE TELEVISION BY COMCAST CABLE TV
3. GAS, ELECTRICITY, TELEPHONE AND CABLE LINES ARE NOT SHOWN ON THE CURRENT PLANS AS THE DESIGN OF THESE FACILITIES IS NOT COMPLETE. THEIR PRECISE LOCATION WILL BE SHOWN ON THE AS-BUILT PLANS.
4. GAS, ELECTRICITY, TELEPHONE AND CABLE LINES WILL BE WITHIN EASEMENTS AS DETERMINED BY THE UTILITY COMPANIES.
5. NO GUARANTEE IS MADE AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITY INFORMATION.
6. ALL UTILITY LATERALS AND LEADS FROM POINTS OF CONNECTION TO MAINS SHALL BE INSTALLED, MAINTAINED, REPAIRED AND REPLACED AT THE EXPENSE OF EACH OWNER WHOSE UNIT THEY RESPECTIVELY SERVICE.
7. REMOVE ALL TREES WITHIN THE CLEAR VISION EASEMENT. EASEMENT SHALL BE GRADED FLAT AND GRASS SHALL BE PROPERLY MAINTAINED IN PERPETUITY SO AS NOT TO OBSCURE CLEAR VISION AREA.

11-29-200-028

PARCEL "B"

PRESERVATION AREA



PARK

4



5



MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 7

PROPOSED - MUST BE BUILT

| | | | | |
|--|-----|------|-------------------------|------------------|
| No. | By | Cr. | Revisions (Description) | Date |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| UTILITY PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T.2 N., R.5 E., LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | RMS | SUR. | SCALE 1" = 60' | JOB NO. EQ03-006 |
| DN. | XXX | P.M. | DATE 12-23-03 | DWG. NO. 6 |

PEA

PROFESSIONAL ENGINEERING ASSOCIATES

2900 E. Grand River Avenue
Howell, MI 48843
(517) 546-8583

MATCH LINE SEE SHEET 6

PARCEL "B"

MATCH LINE SEE SHEET 6

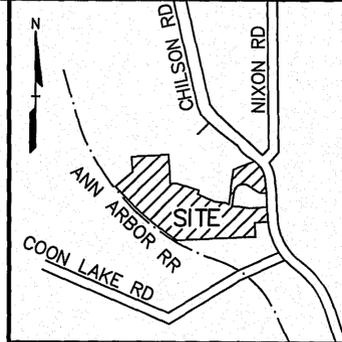
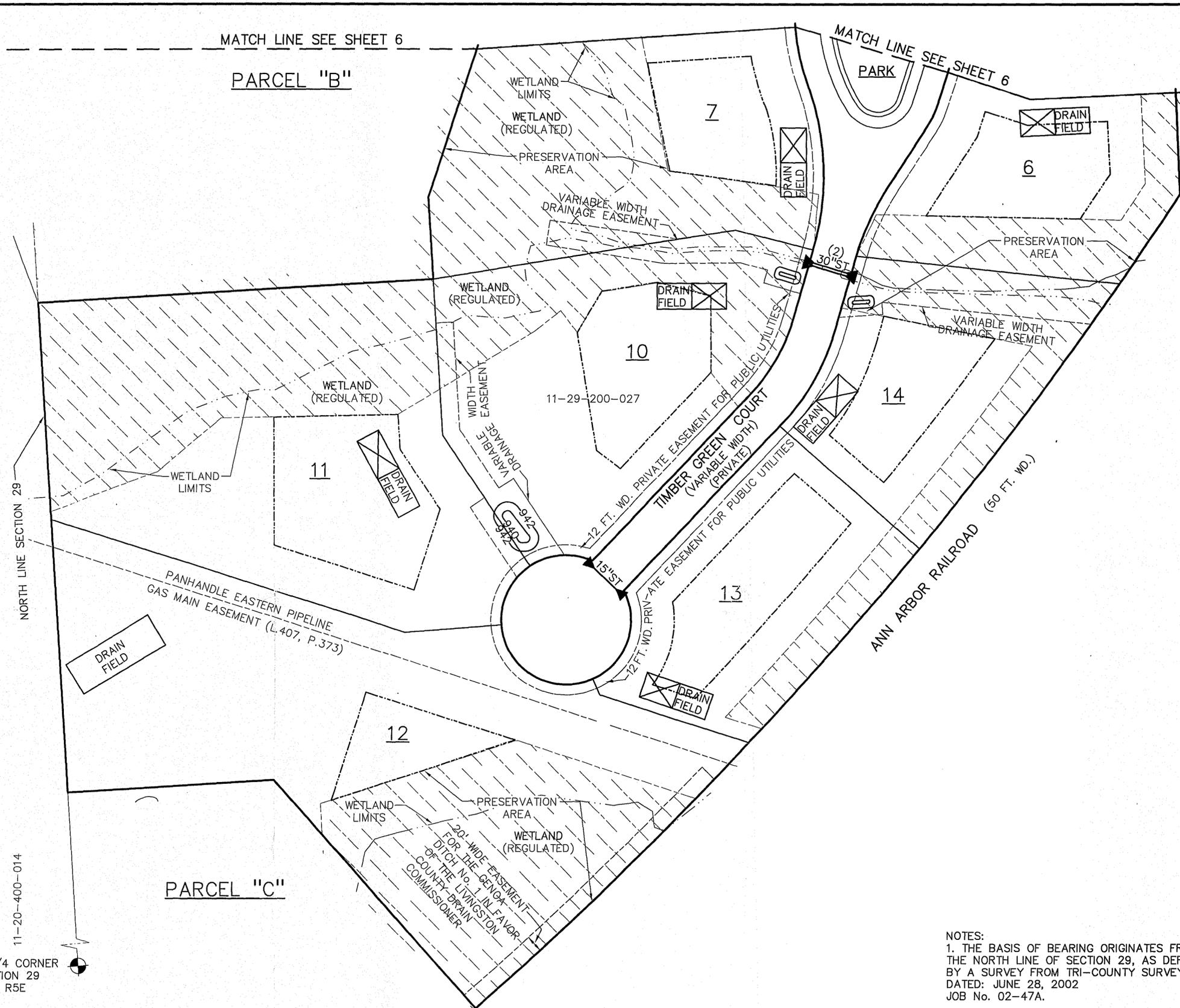
11-20-400-012

NORTH LINE SECTION 29

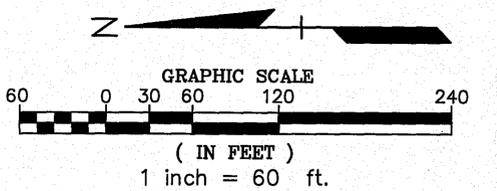
11-20-400-014

N 1/4 CORNER SECTION 29 T2N, R5E

PARCEL "C"



LOCATION MAP NO SCALE



LEGEND

- PROPOSED**
- STORM SEWER & MANHOLE
 - CATCH BASIN
 - INLET
 - ELECTRIC, TELEPHONE, CABLE, GAS LINES
 - PRESERVATION AREA
 - WETLAND LIMITS
 - ⊕ = SECTION CORNER
 - = LIMITS OF OWNERSHIP/UNIT LIMIT
 - 1 = UNIT NUMBER
 - DRAIN FIELD AND EXPANSION AREA

GENERAL NOTES:

1. THE STORM SEWER SYSTEM & ROADWAY ARE PRIVATE AND MUST BE BUILT.
2. ALL PROPOSED UNITS WILL BE SERVICED WITH:
 - GAS BY CONSUMERS ENERGY
 - ELECTRICITY BY DTE ENERGY
 - TELEPHONE BY SBC
 - CABLE TELEVISION BY COMCAST CABLE TV
3. GAS, ELECTRICITY, TELEPHONE AND CABLE LINES ARE NOT SHOWN ON THE CURRENT PLANS AS THE DESIGN OF THESE FACILITIES IS NOT COMPLETE.
4. GAS, ELECTRICITY, TELEPHONE AND CABLE LINES WILL BE WITHIN EASEMENTS AS DETERMINED BY THE UTILITY COMPANIES.
5. NO GUARANTEE IS MADE AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITY INFORMATION.

NOTES:

1. THE BASIS OF BEARING ORIGINATES FROM THE NORTH LINE OF SECTION 29, AS DEFINED BY A SURVEY FROM TRI-COUNTY SURVEYS CO. DATED: JUNE 28, 2002 JOB No. 02-47A.
2. GENOA TOWNSHIP DOES NOT PARTICIPATE IN THE FEMA FLOOD HAZARD STUDY PROGRAM AND IT IS UNDETERMINED IF ANY PORTION OF THE SITE LIES WITHIN THE 100 YEAR FLOODPLAIN.
3. RESTRICTED PRESERVATION AREA INCLUDES ALL AREAS NOT DESIGNATED AS PRESERVATION AREA, GENERAL COMMON ELEMENT OR BUILDING ENVELOPE.

PROPOSED - MUST BE BUILT

| | | | | |
|--|-------------|----------------|-------------------------|--|
| No. | By | Cr. | Revisions (Description) | Date |
| | | | | |
| CHESTNUT DEVELOPMENT, L.L.C. | | | | |
| 3800 CHILSON ROAD HOWELL, MI 48843 | | | | |
| UTILITY PLAN TIMBER GREEN | | | | |
| PROPERTY IS LOCATED IN THE NE 1/4 OF SECTION 29 & IN THE SE 1/4 OF SECTION 29, T.2 N., R.5 E., LIVINGSTON COUNTY, MICHIGAN | | | | |
| DES. | SUR. J.D.H. | SCALE 1" = 60' | JOB NO. EQ03-006 | 2900 E. Grand River Avenue Howell, MI 48843 (517) 646-8583 |
| DN. | RMS | P.M. DS | DATE 12-23-03 | DWG. NO. 7 |

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
JULY 14, 2014
6:30 P.M.
MINUTES**

CALL TO ORDER: The meeting of the Genoa Township Planning Commission was called to order at 6:31 p.m. Present were Chairman Doug Brown, Eric Rauch, Diana Lowe, John McManus, James Mortensen, and Barbara Figurski. Also present were Michael Archinal, Township Manager, Gary Markstrom of Tetra Tech, and Brian Borden of LSL Planning.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

APPROVAL OF AGENDA: **Motion** by Diana Lowe to approve the agenda as amended to delete item #5. Support by Barbara Figurski. **Motion carried unanimously.**

CALL TO THE PUBLIC: (**Note: The Board reserves the right to not begin new business after 10:00 p.m.**) Chairman Brown made a call to the public for the audience to address non-agenda items. There was no response.

OPEN PUBLIC HEARING #1... Review of site plan application and impact assessment for a 1,000 square foot addition, located at 900 S. Latson Road, Howell, Parcel #4711-05-400-059. The request is petitioned by Buffalo Wild Wings.

Planning Commission disposition of petition

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan. (06-27-14)

Robert Kramer, Vice President of Operations for Buffalo Wild Wings addressed the Planning Commission. Buffalo Wild Wings has been on the current site for 10 years. They are proposing a remodeling of the building to provide banquet rooms and extra seating. Their sales have doubled. The remodel will provide for a full enclosed room with low-top seating and it'll be an extension of the dining room.

Brian Borden addressed the Planning Commission. This would constitute a major amendment to the approved PUD plan. The details of the lighting need to be provided. The petitioner is proposing two wall signs. There is only one existing at this time. The two signs would be 200 square feet total. The ordinance allows for 100 square feet.

Gary Markstrom of Tetra Tech addressed the Planning Commission. He is satisfied from an engineering standpoint.

Mr. Kramer indicated that the second sign requested would go in the middle of the back of the building. He will make sure sign designs total 100 square feet or less. Chairman Brown indicated that he does not understand the need for the additional sign if business has quadrupled in the last 10 years. Mr. Kramer indicated that many customers have indicated they did not know about the restaurant or its location because they were unable to see the sign that exists.

Mr. Rauch asked if there had ever been a small directional sign. There has not. Mr. Mortensen asked if the petitioner agreed to channel lettering. They do.

The occupancy listed on the plan is indicative of the “use group” rather than the actual occupancy permitted.

Mr. McManus inquires about the landscaping. Mr. Borden indicated there is no requirement for new landscaping, but that the petitioner is not required to do any new landscaping.

Motion by Barbara Figurski to recommend to the Township Board that the environmental impact assessment of 5/1/14 be adopted with the addition of dust control measures. Support by _____.

Motion by James Mortensen to recommend to the Township Board approval of the site plan for expansion subject to:

1. The details of the proposed mounted light fixtures will be reviewed by Township Staff to assure that they are in compliance with the ordinance and PUD agreement prior to the issuance of a land use permit;
2. The second wall sign is approved, the two of which will not exceed 100 square feet and channel lettering shall be used rather than the box configuration shown on the site plan;
3. The requirements of the Township Engineer as outlined in his letter of 7/3/14 regarding issuance of a soil erosion and sedimentation control plan to be submitted with construction plans will be complied with;
4. The requirements of the Brighton Area Fire Authority letter dated 7/7/14 will be complied with.

Support by John McManus. **Motion carried unanimously.**

OPEN PUBLIC HEARING #2... Review of site plan, impact assessment, and special use for a proposed USA2GO gas station and drive thru restaurant, located at a vacant lot on the west side of Latson Road, south of Grand River Avenue on the corner or Grand Oaks Drive, Sec. 8, Howell. The request is petitioned by Karum Bahnam.

Bo Gunlock of RG Properties, 10050 Innovation Drive, Miamisburg, Ohio addressed the Planning Commission. The original development contemplated the Latson Road interchange being laid out differently.

Kevin Bahnam addressed the Planning Commission. He is an owner of USA2GO. They opened their first location 11 years ago in Commerce, Michigan.

Ghassan Abdelnour addressed the Planning Commission. He addressed the materials that are proposed: brick, limestone, and cultured stone columns. There will be canopies as seen in convenience stores. He explained that the lighting will be above the canopies. There will be some texture on the parapet and there will be varying heights on the roof for visual interest. There is one entrance to the property and two exits. One exit will be right turn only.

Chairman Brown inquired about the restaurant. It will be a Tim Hortons. Mr. Borden said it doesn't matter what restaurant it is, just that it's a drive-thru restaurant. Mr. Borden said there are multiple special land use requests. Because this is a PUD, the final site plan for the PUD is what's being presented tonight as well as the special use element.

Mr. Borden reviewed his letter to the petitioner. From a planning and zoning standpoint, zoning and special land use standards have been met. Underground storage tanks will require approval from the State. For the gas station and drive-thru, both have spacing requirements. Confirmation that the spacing standards are met has been met by Mr. Borden. The color renderings and drawings have been provided to the Planning Commission. Mr. Borden believes there should be some vertical elements added to the architecture on the south side of the building. There are no color renderings for the canopy over the fuel pumps. The petitioner indicated it would be matching the columns in the architecture.

Sidewalks were addressed with Mr. Gunlock. He does not wish to add sidewalks because they have invested so heavily in the infrastructure. Mr. Mortensen feels that the Planning Commission shouldn't push the sidewalks.

Mr. Borden indicated there is a potential that some parking spaces will be blocked when a fuel tanker comes to fill the underground tanks. This is not an uncommon situation. The petitioner is willing to schedule deliveries around their peak times. The petitioner has also provided an extra five spaces in their plans, as well.

Mr. Borden discussed the signage. The petitioner is requesting a second monument sign. This is a corner lot and the petitioner is requesting extra signage space. The fuel station canopy signs also count toward the allotment for wall signs. Because this is a corner lot, the Planning Commission may allow an extra 50% of sign space. The sign may be in conflict with the "You are Leaving Genoa Township" sign. Mr. Gunlock has been discussing this with Kelly VanMarter.

The lighting details were discussed. The gooseneck fixtures on the front of the building were discussed. The bulbs are exposed on the fixtures themselves. The lighting at the property line is within the limits permitted under the ordinance.

The lighting beneath the canopy was discussed. The revised plan is greatly approved, but the intensity is still too high for the ordinance. The petitioner explained the security concerns and how it affects the lighting. The lights in the canopy are recessed and downward directed.

Gary Markstrom addressed the Planning Commission as it relates to his letter of July 3, 2014. He would like to see designation of the easements placed on the site plan and an actual easement granted for the water main. A long lead comes off of Grand Oaks Drive for the sanitary sewer for a potential building south of this site. In anticipation of that, an easement should be granted for that. Mr. Gunlock said an easement agreement has been drafted and is being circulated. The access drive coming off of Grand Oaks Drive is not on the USA2GO parcel. Mr. Gunlock will be addressing that, as well. It will be placed on the site plan.

Planning Commission disposition of petition

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment.
- C. Recommendation Regarding Site Plan. (06-26-14)

Motion by James Mortensen to recommend to the Township Board approval of two special use permits for a gas station and drive-thru restaurant subject to the approval of the site plan and environmental impact assessment. This recommendation is made because the Planning Commission finds that the special use permits are consistent with the ordinance and phase two of the Livingston Commons PUD. Support by Diana Lowe. **Motion carried unanimously.**

Motion by Barabara Figurski to recommend that the environmental impact assessment dated 6/30/14 be adopted subject to dust control measures and if the lights have an unacceptable glow, they will be downgraded to be consistent with the ordinance if so determined by Township Staff. Support by John McManus. **Motion carried unanimously.**

Motion by James Mortensen recommend to the Township Board approval of the site plan dated 6/26/14 subject to:

1. The applicant will retain any necessary governmental permits necessary from MDEQ;
2. The building elevations reviewed this evening are acceptable. However, the canopy is to be salmon colored, subject to review by Township Staff and must be consistent with the exterior finishes of the building;
3. The five parking spaces which potentially could be blocked by fuel delivery trucks will be designated for employee parking;
4. Lighting intensity while consistent with the Township ordinance at the property line is beyond the intensity under the canopies and the gooseneck fixtures.

- These will be downgraded if a staff review subsequently indicates that the glow is unacceptable;
5. The two signs as shown and sizes as shown are acceptable;
 6. The requirements of the Township Engineer as spelled out in his letter of July 3, 2014 will be complied with. In particular, easements will be granted for a water main and the sanitary sewer lead in recordable form prior to the land use permit being granted. These easements shall be designated and shown on a revised site plan;
 7. The requirements of the Brighton Fire Authority as addressed in their letter of July 7, 2014 will be complied with, with the exception that the sprinkler system will not be required if it is not required under the International Fire Code

Support by Diana Lowe. **Motion carried unanimously.**

OPEN PUBLIC HEARING #3... Review of site plan and impact assessment for a 58 space parking lot expansion, located at 2200 Dorr Road, Brighton Parcel #4711-15-200-018. The request is petitioned by Jim Branscum on behalf of Wellbridge of Brighton.

Daniel DeRemer, project architect, addressed the Planning Commission. They are seeking additional parking space. There are 88 beds. There are currently 98 spaces. They need an additional 58 spaces. This would average 1.8 cars per bed, which would allow the employees to park in the lot.

Mr. Borden indicated this is an amendment to the PUD. The change is deemed minor. This site is within the Town Center overlay district. The parking need was not anticipated when the building was constructed. Given the wetlands and side slopes, there is no other place to put additional parking.

Mr. Borden indicated any deviation would require an amendment to the PUD if approved. Mr. Borden indicated that the landscape plan should be adhered to. There are 8 trees that should be added.

Mr. Markstrom addressed the Planning Commission. There are no issues with the parking lot itself. The operation of the facility is causing issues with the downstream sanitary sewer. The disposable wipes are being flushed and causing issues with the sanitary sewer. He requests that this be addressed. The petitioner indicated the owner is willing to work with the Township and if necessary install a grinder. The petitioner will address the issue in-house. If the situation is not corrected the Township may require the installation of a grinder or other device.

Planning Commission disposition of petition

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan. (06-24-14)

Motion by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment dated 6/4/14 with the addition of dust control measures and that an amendment to the PUD will be required to convert what was previously shown as retail space into a parking lot and further to require the installation of the grinder pump or other technology approved by the township engineer in the event of a recurrence of unacceptable materials into the sanity sewer system. Support by Eric Rausch. **Ayes: Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch.**
Nays: John McManus. Motion carried.

Motion by James Mortensen to recommend to the Township Board approval of the site plan dated 6/24/14, subject to:

1. Approval by the Township Board of the environmental impact assessment;
2. The addition of 10 canopy trees along Dorr Road in the vicinity adjacent to the new parking lot;
3. A revision of the sidewalk on the northeast corner of the property to stop at the east side of the access onto Sterling Drive;
4. The Planning Commission recognizes that the parking exceeds 120% of the standards, but accepts the explanation of the petitioner that their experience indicates that the parking ratio is required due to the unique characteristics of their business;
5. The PUD agreement be amended to adjust the dimensional deviation.

Support by Barbara Figurski. **Ayes: Diana Lowe, James Mortensen, Barbara Figurski, Eric Rausch. Nays: John McManus. Motion carried.**

OPEN PUBLIC HEARING #4... Review of sketch plan, impact assessment, and special use for automotive sales, located at 2860 E. Grand River Avenue, Howell, Parcel #4711-06-200-056. The request is petitioned by Joseph Hood.

Joseph Hood addressed the Planning Commission. He discussed rehabilitating the building that was formerly known as the Pizza Hut in Howell. The parking lot will be reconfigured and re-sealed. The lighting will be researched and a proposal will be made to the Township after it's determined what is absolutely necessary. There will be silent paging. The building's new design will entail letters/numbers large enough to satisfy the fire department. The roofline will be improved.

Landscaping was discussed and it will be upgraded with some additional landscaping including one more tree. Refuse was discussed. It will be a paper producing business and the petitioner intends to recycle the paper.

Mr. Borden indicated this is a special land use because it's redevelopment of an existing site. Adequate truck maneuvering will be required. The petitioner confirms that they will have the cars delivered to the lot one-by-one and therefore truck maneuvering need not be addressed.

The petitioner indicated that it will be rare that he has 65 cars on the lot. The inventory for that store is designated to be 50 cars. This site is the first of 20 sites planned for Michigan. That count may change once a new building is built. The petitioner is willing to agree to no more than 55 cars.

The petitioner is willing to tell the land owner that the special use permit was conditioned upon the installation of the sidewalk.

Mr. Markstrom had no further comments.

Rodney Lockwood, managing partner of Lakeshore Village Apartments addressed the Planning Commission. He supports this project. He wants to make sure that the landscaping that the petitioner adds does not inhibit the view of the Lakeshore Village sign. He requests that the trash cans not be exposed to traffic down Tahoe Street.

Planning Commission disposition of petition

- A. Recommendation of Special Use.
- B. Recommendation of Environmental Impact Assessment.
- C. Recommendation of Sketch Plan. (06-06-14)

Motion by James Mortensen to recommend to the Township Board approval of the special use permit to permit the sale/storage of used cars by Uncle Joe's Used Car Lot. This recommendation is made because we find it is consistent with the zoning requirements of section 19.02 of the Township ordinance. And it's further subject to approval by the Township Board of the sketch plan and environmental impact assessment. Support by Diana Lowe.

Motion by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment, subject to the addition of dust control measures. And that the vehicles delivered to the site will be one at a time and car hauler trucks will not be used. There will be a limit of 55 cars on the lot. Support by James Mortensen.

Motion by James Mortensen to recommend to the Township Board approval of the sketch plan dated 6/6/14, subject to:

1. Approval by the Township Board of the special use permit and environmental impact assessment;
2. The design and materials reviewed this evening are acceptable. The applicant will attempt to shield rooftop equipment if further modifications are made to the building after the next three years;
3. The site plan will be noted that the used car inventory will not exceed 55 cars;
4. An 8-foot wide pathway subject to staff approval will be installed along Grand River on the property by June 2015;
5. Waste receptacles will be limited to two curb carts located in the alcove near the southwestern part of the building;

6. Any lighting subsequently added to the site will comply with the Township ordinances;
7. Details regarding the existing pylon sign and any modifications will require Township staff review;
8. Any new landscaping and signage will be constructed so as not to obscure signage for the apartment complex to the south nor interfere with vision for cars exiting onto or from Tahoe Drive and will be reviewed beforehand by Township staff;
9. The proposed roof sign is prohibited by Township ordinance and if pursued further by the petitioner, will have to be submitted to the Zoning Board of Appeals;
10. The requirements as spelled out in the Brighton Fire Department letter shall be complied with.

Support by Barbara Figurski. **Motion carried unanimously.**

Administrative Business:

- *Staff report. No staff report.*
- *Approval of June 9, 2014 Planning Commission meeting minutes. **Motion** by Barbara Figurski to approve the minutes of June 9, 2014 as corrected. Support by Eric Rausch. **Motion carried unanimously.***
- *Member discussion*
- *Adjournment. **Motion** by John McManus to adjourn the meeting at 9:43 p.m. Support by Barbara Figurski. **Motion carried unanimously.***