GENOA CHARTER TOWNSHIP
PLANNING COMMISSION PUBLIC HEARING
JANUARY 14, 2019
6:30 P.M.
AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

ELECTION OF OFFICERS:

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

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

A. Recommendation of final condominium site plan.

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

ADMINISTRATIVE BUSINESS:

- *Staff Report*
- *Approval of November 14, 2018 Planning Commission meeting minutes*
- *Annual Report 2018*
- *Member discussion*
- *Adjournment*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion carried unanimously.

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

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

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

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

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

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

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

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

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

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

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

January 9, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

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

Dear Commissioners:

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

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

A. SUMMARY

1. The applicant proposes changes to the text of the condominium documents (By-Laws and Master Deed) for the Commission's consideration.
2. The edits to the condominium documents suggested in our November 7, 2018 review letter have been addressed. The revisions also include removal of the language regarding a gated entrance.
3. The additional edits provide exceptions and exemptions for Unit 25 that are not applicable to the other units in the condominium development.
4. These provisions have the potential to lead to future problems given the difference in treatment between one unit and the remainder of the development. This also has the potential to lead to one unit that is not compatible/cohesive with the rest of the neighborhood.
5. In our opinion, the applicant needs to ensure that development of Unit 25 will not deviate substantially from the remainder of the neighborhood.
6. We suggest that language be added to both documents explicitly stating that all units, including Unit 25, remain subject to all applicable local (particularly zoning) and state (particularly wetlands and floodplains) regulations.
7. The proposed changes do not alter the design of the project (the plans are unchanged from those that received a favorable recommendation by the Commission in November 2018).
8. We suggest the applicant provide the changes required to the plan drawings (per the Commission's previous recommendation) for review prior to Township Board consideration.
9. The statement in the By-Laws regarding trash collection can be removed.
10. We suggest review by the Township Attorney. Review by the Township Engineer and/or Utilities Director may also be warranted given that a number of the revisions relate to utility systems and infrastructure.

Aerial view of site and surroundings (looking north)

B. PROPOSAL/PROCESS

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

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

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

C. REVIEW

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

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

It is important to note that while Unit 25 may not be subject to the same considerations/requirements by the Association for Units 1-24, all activities remain subject to the applicable Township Ordinance(s).

With that being said, in our experience it is relatively unusual for a condominium development to treat one unit differently than the remainder of the neighborhood. The exceptions and exemptions for Unit 25 have the potential to create disputes amongst co-owners and/or the Association, particularly as it relates to financial matters (road maintenance, for instance).

Furthermore, many of these exceptions and exemptions have the potential to create/allow development of Unit 25 that is unlike the other 24 units. Generally speaking, the intent of a condominium project is to provide a cohesive development by sharing common elements and resources supporting such. In our opinion, the applicant needs to ensure that development of Unit 25 will not deviate substantially from the remainder of the neighborhood, thereby retaining a sense of cohesion and compatibility throughout the neighborhood.

As a matter of reinforcement, we also suggest that language be added to both documents explicitly stating that all units, including Unit 25, remain subject to all applicable local (particularly zoning) and state (particularly wetlands and floodplains) regulations. This will help to avoid any confusion in the future over which provisions govern development of this condominium project.

Since the material submitted to our office does not include any plan drawings, we are under the impression that there are no actual changes proposed to the layout of the development. The Commission's previous recommendation included conditions applicable to the plan drawings and we suggest the applicant provide those changes for review by Township staff and/or consultants prior to Township Board consideration.

Lastly, Section 20.08 of the By-Laws notes that the development will engage in a single trash collector. Township staff informed our office that there is Township-wide trash service, so this provision can be removed.

Similar to previous comments, we suggest these documents be reviewed by the Township Attorney. The language on utility systems and infrastructure may also warrant review by the Township Engineer and/or Utilities Director.

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

Respectfully,
SAFEBUILT STUDIO

Brian V. Borden, AICP
Planning Manager

Stephen Hannon, AICP
Planner

MASTER DEED

CHESTNUT SPRINGS SITE CONDOMINIUM

A ~~24~~25 UNIT SITE CONDOMINIUM PROJECT LOCATED IN GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #(s):_____

MASTER DEED
CHESTNUT SPRINGS SITE CONDOMINIUM

This Master Deed is made and executed on this _____ day of _____, 2018, by CHESTNUT DEVELOPMENT, L.L.C. (hereinafter referred to as the "Developer"), whose office address is ~~3800 Chilson Road, Howell~~6253 Grand River Ave. #700, Brighton, Michigan ~~48843~~48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (said exhibits are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

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

ARTICLE I
OVERVIEW

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

ARTICLE II
LEGAL DESCRIPTION

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

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

Tax ID #(s): _____

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

ARTICLE III
DEFINITIONS

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

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

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

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

Section 3.4 "Bylaws" means Exhibit A, attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the

Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association, as allowed under the Michigan Nonprofit Corporation Act.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.17 "Township" means ~~the~~Genoa Charter Township~~ of Genoa~~, located in the County of ~~Michigan~~Livingston, State of Michigan.

Section 3.18 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible owners within the Condominium Project unaffiliated with the Developer exceed the votes that may be cast by the Developer.

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

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

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

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

(a) All private roadways and emergency access drives throughout the Condominium Project, together with the entrance area depicted on the Condominium Subdivision Plan attached as Exhibit B, if any, and all signage installed by the Developer and/or the Association in connection therewith; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual Units in the Condominium Project; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project. ~~There is no obligation on the part of the Developer to install an entrance gate or other limited access facility at the entrance of the Condominium Project (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 sole discretion. Any entrance area facilities, including any facilities limiting access,~~Any entrance area shall be maintained, repaired, and replaced by the Association.

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

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

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

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

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

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

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

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

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

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

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

(b) Yard Areas. Any part of the Unit that is outside of the physical structure of the dwelling, including, but not limited to, all lawns, landscaping, sprinkler systems, berms, trees,

and plantings appurtenant to a dwelling or other structure within a Unit, excluding the Garden Area (as defined in the Bylaws attached hereto as Exhibit B) (the "Yard Area") shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

(c) *Water Wells and Water Distribution System*. The water well (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the dwelling constructed on that Unit shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

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

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

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

(a) *Co-Owner Responsibility for Units and Express Exceptions for Limited Common Elements*. It is anticipated that a separate residential dwelling (including attached garage and deck) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any

appurtenances contained therein, including the well water and water distribution system and the sanitary disposal system, and all other improvements thereto, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, excluding Unit 25, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

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

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

Section 4.4 *Use of Units and Common Elements*. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of its Unit or the Common Elements.

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

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

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

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

If the Condominium convertible space is converted, and this expectation becomes untrue with respect to additional Units, or if a substantial disparity in size exists, the Percentages of Value may be readjusted by the Developer, in its discretion, so long as reasonable recognition is given to the method of original determination of Percentages of Value for the Condominium.

All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI
EASEMENTS AND RESERVATIONS

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

Section 6.2 Easements Retained by Developer.

(a) Utility and Ingress/Egress Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township, and all future owners of any land contiguous to the Condominium, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township, as well as a perpetual easement to ~~the~~Genoa Charter Township ~~of Genoa~~ as described on the approved site plan for access by the Township to the Township's 3 monitoring well sites. The Developer also reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, and assigns a perpetual, non-exclusive easement for ingress and egress for pedestrian and vehicular use, including construction machinery and equipment, over certain private

roadways within the Condominium Project depicted as the "Developer's Easement" in the attached Exhibit B. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

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

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

Section 6.4 Grant of Easements and License to Association. The Association, acting through its Board of Directors, and all Co-Owners are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all Co-Owners. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be

varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and Replacement. The Developer, the Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 6.6 Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights-of-entry, use, and access, and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Association.

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

Section 6.8 Association Assumption of Obligations. The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement

pertaining to the Condominium Project or Common Elements.

Section 6.9 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the Township.

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

ARTICLE VII
AMENDMENT

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

Section 7.1 Amendments.

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

(b) *With Co-Owner and Mortgagee Consent*. An amendment may be made, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the mortgagees; provided, that a Co-Owner's Unit dimensions or Limited Common Elements may not be modified without its consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability, or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer herein, including without limitation, rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Condominium Premises. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(c) *Material Amendment By Developer*. A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

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

i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

ii. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements, including revising the Subdivision Plan to fully comply with the applicable regulations;

iii. To clarify or explain the provisions of this Master Deed or its exhibits;

iv. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

v. To create, grant, make, define, or limit easements affecting the Condominium Premises;

vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;

vii. To terminate or eliminate reference to any right which Developer has reserved to itself herein; and

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

Amendments of the type described in this Subsection 7.1(d) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(e) *Costs and Expenses; Notice*. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-Owners and mortgagees, the costs of which are expenses of administration. The Co-Owners and mortgagees of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

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

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

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

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

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

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

ARTICLE VIII
DEVELOPER'S RIGHT TO USE FACILITIES

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

ARTICLE IX
~~CONTRACTABILITY~~CONTRACTIBILITY OF CONDOMINIUM

Section 9.1 Limit of Unit Contraction. The Project established by this Master Deed consists of ~~24~~25 Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developer's sole discretion.

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

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

Section 9.4 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed which will not

require the consent or approval of any Co-Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Article V to preserve a total value of 100 percent for the entire Project resulting from any amendment.

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

ARTICLE X
MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

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

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

Section 10.2 *Relocation of Boundaries of Units or Common Elements*. Subject to the

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

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

ARTICLE XI
CONVERTIBLE AREAS

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

Section 11.1 Designation of Convertible Areas. All Units and Common Element areas are

hereby designated as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified, and/or relocated; (b) Common Elements may be constructed, expanded, or reduced in size, otherwise modified, and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder, subject at all times to the approval of the Township.

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

Section 11.3 Additional Amenities. The Developer may, in its sole discretion, construct various amenities including, but not limited to~~, 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 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 Amenities or include the same in the Condominium except pursuant to its absolute discretionary election to do so. Final determination of the design, layout, and location of any such Amenities, if constructed, will be at the sole discretion of the Developer. After the expiration of the Construction and Sales Period, the foregoing convertibility rights may be exercised by the Association pursuant to the affirmative vote of two-thirds (2/3) of all Co-Owners, which shall bind all Co-Owners to contribute equally to the costs of installation, maintenance, repair, and replacement of any Amenities that may be installed

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

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

Section 11.6 *Amendment of Master Deed*. The exercise of rights of modification and/or convertibility in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its assigns. The Developer shall be obligated to amend the Condominium Subdivision Plan to show all changes in the Units resulting from exercise of convertibility rights pursuant to this Article XI. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that a Consolidating Master Deed depicting the modified Unit is ultimately recorded as required by the Act and this Master Deed.

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

Section 11.8 *Consent of Interested Persons*. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article XI. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE XII
ASSIGNMENT

Subject to the provisions of any land contract or mortgage, any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, proposed action, or any other matter or thing, may be assigned by the Developer to and be assumed by any other entity or the

Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

ARTICLE XIII
SEVERABILITY

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

ARTICLE XIV
CONTROLLING LAW

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

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

CHESTNUT DEVELOPMENT, L.L.C.

_____
By: Steven J. Gronow
Its: Managing Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of said company.

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

DRAFTED BY AND WHEN RECORDED RETURN TO:
Catherine A. Riesterer

COOPER & RIESTERER, PLC
7900 Grand River Road
Brighton, MI 48114
810-227-3103

EXHIBIT A

CONDOMINIUM BYLAWS

CHESTNUT SPRINGS SITE CONDOMINIUM ASSOCIATION

CONDOMINIUM BYLAWS

CHESTNUT SPRINGS SITE CONDOMINIUM ASSOCIATION

ARTICLE I
ASSOCIATION OF CO-OWNERS

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

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

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

ARTICLE II
ASSESSMENTS

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

provisions of this Article II. The Co-Owner of Unit 25, however, shall not be required to pay to the Developer and/or Association any assessments (annual, special, remedial, reserve, or otherwise), dues, fees, or other funds, and the Association shall further not be permitted to record a lien against Unit 25 or otherwise attempt to collect any debt allegedly due to the Association by the Owner of Unit 25.

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

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management; (2) to provide for maintenance of existing Common Elements; (3) to provide additions, restoration, renovation, and replacement to the Common Elements not exceeding $5,000.00 annually for the entire Condominium Project; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation, and replacement in the event of

casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(b) *Special Assessments*. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $5,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.~~6~~ 7 below; or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

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

(d) *Working Capital Contribution*. Any Co-Owner who acquires a Unit from the Developer, other than the Co-Owner that acquires Unit 25, shall pay to the Association, on the date said Unit is conveyed to the Co-Owner, an amount equal to the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Association's working capital account.

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

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

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

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

Section 2.7 Enforcement.

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

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

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

(c) *Notices of Action*. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisements until the expiration of 10 days after mailing, by first class mail, postage prepaid, and addressed to the delinquent Co-Owner at his last known address, of a written notice that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees, and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) *Expenses of Collection.* The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

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

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

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

Section 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 Construction Liens. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

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

ARTICLE III
ARBITRATION

Section 3.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or grievances arising among or between the Co-Owners and the Association, upon the election and written consent of the parties to any such disputes, claims, or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

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

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim, or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim, or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner described in Section 144 of the Act.

ARTICLE IV
INSURANCE

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

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

(b) *Insurance of Common Elements*. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

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

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as

his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief coverage, liability insurance, and workman's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums thereunder, to collect insurance proceeds, and to distribute the same to the Association, the Co-Owners, and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs, restoration, or replacement, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto, and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to provide such insurance. In addition, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit and any other appurtenant Limited Common Elements, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner, and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit, which may be collected in the same manner that assessments may be collected Under Article II of these Bylaws. This Section 4.3 shall not apply to Unit 25 and the Co-Owner thereof.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association. This Section 4.4 shall not apply to Unit 25 and the Co-Owner thereof.

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

subrogation right or any other right or claim against any individual Co-Owner. This Section 4.5 shall not apply to Unit 25 and the Co-Owner thereof.

ARTICLE V
MAINTENANCE, RECONSTRUCTION, OR REPAIR

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

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

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

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

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

(b) *Taking of Common Elements*. If there is a taking of any portion of the General Common Elements, the condemnation process relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-Owners representing greater than 50% of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to repair, restore, or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration, or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

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

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

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

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

ARTICLE VI
MORTGAGES

Section 6.1 Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

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

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

ARTICLE VII
VOTING

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

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

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he

need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm corporation, partnership, association, trust, or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s), and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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

ARTICLE VIII
MEETINGS

Section 8.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure that are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding

the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time, and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

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

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

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

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

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

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

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

ARTICLE IX
ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Condominium Project or within 120 days following the conveyance to non-Developer Co-Owners of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-Developer Co-Owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace, at its discretion, any member of the Advisory Committee.

ARTICLE X
BOARD OF DIRECTORS

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

Section 10.2 Election of Directors.

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

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

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

(i) Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 75% of the Units that may be created, the non-developer Co-Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director so long as the Developer owns and offers for sale at least l0% of the Units in the Condominium Project or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units that are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or l0.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (c)(i), above.

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

Section 10.3 *Powers and Duties*. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

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

(a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To reconstruct or repair improvements after casualty.

(e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project.

(f) To acquire, maintain, and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Unit in the Condominium Project and easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

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

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

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

Section 10.5 *Management Agent*. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers that are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 10.6 *Vacancies*. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to

designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-Developer Co-Owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10. 7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

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

Section 10.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, or telegraph at least 10 days prior to the date named for such meeting.

Section 10.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two or more Directors.

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

Section 10.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the

Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

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

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

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

ARTICLE XI
OFFICERS

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

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

Section 11.3 *President*. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

ARTICLE XII
SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the word "corporate seal," and the word "Michigan."

ARTICLE XIII
FINANCE

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

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

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

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

Section 14.2 *Actions in the Right of the Association*. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he

reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Association unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court shall deem proper.

Section 14.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

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

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

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

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

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

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

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as provided in Section 14.4 above, upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

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

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

ARTICLE XV
AMENDMENTS

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

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

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

Section 15.4 *Voting*. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

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

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

ARTICLE XVI
COMPLIANCE

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

ARTICLE XVII
REMEDIES FOR DEFAULT

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

Section 17.1 *Legal Action*. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the

payment of an assessment), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

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

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

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine shall be levied for the first violation. No fine shall exceed $25.00 for the second violation, $50.00 for the third violation, or $100.00 for any subsequent violation. No greater fine may be assessed unless rules and regulations establishing such increased fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.3 of these Bylaws. Fines may be assessed only upon notice to the offending Co-Owner and an opportunity for such Co-Owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fines may be imposed upon the Owner of Unit 25.

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

Section 17.6 Cumulative Rights, Remedies, and Privileges. All rights, remedies, and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same

from exercising such other and additional rights, remedies, or privileges as may be available to such party under the Condominium Documents or at law or in equity.

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

ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, and all other easements created and reserved in such documents, which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents, or agreements that created or reserved such property rights.

ARTICLE XIX
SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XX
RESTRICTIONS

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

Section 20.1 Residential Use. No Unit in the Condominium shall be used for other than single family residence purposes. No structure shall be erected, altered, placed or permitted to remain on any Unit, excluding Unit 25, other than one (1) single family dwelling with attached garage and deck. All other accessory structures, storage buildings, detached garages, sheds, tents, shacks, and temporary structures are prohibited and shall not be erected, placed, or permitted to remain upon any Unit, unless approved by the Association as further provided in this Master Deed and excluding Unit 25, which Unit shall be permitted to have such structures subject to the approval of the Township only. Temporary buildings may be constructed within a Unit during the construction of a permanent dwelling, provided that the temporary structures shall be removed from the Unit upon enclosure of the dwelling. No old or used structures shall be placed upon any Unit or anywhere within the Condominium Project. There shall be no oil or gas exploration conducted upon the Condominium Premises, including, but not limited to, the following activities: mining, drilling, laying, or maintaining of pipelines (other than utility pipelines installed to serve residential consumers).

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

Section 20.3 Leasing and Rental.

(a) Right to Lease. A Co-Owner may lease or sell his or her Unit for the same purposes set forth in Section 20.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu

of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium, and no tenant shall be permitted to occupy the Unit except under a lease, the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements, and occupancy arrangements shall incorporate or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

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

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

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

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

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

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

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

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

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

Section 20.4 Architectural Control. No dwelling, structure, landscaping or other improvement of any nature shall be constructed or installed within a Condominium Unit, or elsewhere within the Condominium Project, nor shall any material exterior modification be made to any existing building, structure, or improvement, unless architectural plans (including elevations) and specifications therefor, together with site plans, and building materials and containing such other details as the Developer may require, have first been approved in writing by the Developer. Construction of any building or other improvement must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse or to approve any such plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium Project as a whole. The Developer shall act upon any such application for approval of plans within 30 days after receipt of such plans and specifications by it. If Developer fails to respond to any such plan approval application within 30 days after receipt, the plan(s) submitted shall be deemed approved. The Developer shall have the exclusive right of approval under this Section 20.3 throughout the entire Construction and Sales Period although it may, if it so elects, establish an architectural committee solely for advisory purposes. Any modifications or improvements which obtain the required approval of the Developer and/or the Association shall always be made strictly in accordance with all requirements of the ~~Ordinances~~ ordinances of ~~Genoa~~ the Township and any other public agency having jurisdiction, and any Co-Owner failing to obtain any required permits and approvals from pertinent public agencies shall indemnify the Association against all expense or damage which it may incur as a result thereof. Approved construction, once begun, shall proceed promptly and shall be completed within a reasonable time and each Co-Owner shall be duly diligent in pursuance of this requirement. Each Co-Owner shall obtain a certificate of occupancy for his or her residence within one year after commencement, and, notwithstanding issuance of such certificate, no residence shall be left in an incomplete state on the exterior for longer than a year after construction begins. Other than strictly complying with all Township ordinances and any other public agency having jurisdiction and obtaining receiving all required approvals and permits from the local public authority, this Section 20.4 shall not apply to Unit 25.

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

Section 20.5 Alterations and Modification of Units and Common Elements. No Co-Owner shall make structural alterations, modifications, or changes to the exteriors of any structures constructed within any of the Units (as opposed to the interior of the dwelling located within the Unit), or to any of the General or Limited Common Elements without the express written approval of the Board of Directors (and the Developer during the Construction and Sales Period), which approvals shall not be unreasonably withheld (but may be reasonably conditioned) including, without limitation, the erection of antennas of any sort (including dish antennas), aerials, awnings, flag poles, or other exterior attachments or modifications. The policies, procedures, practices, rules, and regulations adopted by the Developer and the Association from time to time with respect to antennae of all sorts may be as restrictive as permitted by the communications laws and regulations of the United States and the State of Michigan concerning, for example, but not by way of limitation, size, location, color, numbers, and all other appearance and functional characteristics which impact neighborhood aesthetics and harmony. The Developer and/or the Association may establish policies or adopt rules and regulations from time to time which observe applicable federal communications laws, but which are designed to limit dish antennas or similar devices to the greatest extent possible for aesthetic reasons. No outbuildings, sheds, above-ground pools, boundary fences or walls, swing sets, or playground equipment shall be permitted under any circumstances. No attachment, appliance, or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or another Unit, or any element which affects an Association responsibility in any way. Other than seeking approval for alterations, modifications, or changes to General Common Elements, this Section 20.5 shall not apply to Unit 25.

Section 20.6 Activities. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or

other similar dangerous weapons, projectiles, or devices. Migratory birds and fowl in a state of nature shall not be killed or injured by any person. No pesticides, fertilizers, or other chemical agents generally considered harmful to animal and vegetable life shall be used within the Condominium.

Section 20.7 Animals. Co-Owners may maintain a maximum of three common domestic pets, other than the Co-Owner of Unit 25, who shall have not limit. No other pets or animals shall be maintained by any Co-Owner unless specifically approved in writing by the Association, which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. All animals kept within the Condominium Premises shall be maintained in strict accordance with Township requirements and each Co-Owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-Owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements or upon any Unit other than its owner's Unit, and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. Any dog runs or other pet enclosures shall be approved in accordance with Section 20.~~3~~4. No savage or dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. No dog whose bark can be heard on an obnoxiously continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the owner thereof, cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section, except that the Association shall not be permitted to remove any animal owned by the Co-Owner of Unit 25. 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, except that it may not assess fines against Unit 25.~~.~~

Section 20.8 Aesthetics. The Common Elements and all Units, excluding Unit 25, 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 to serve all Units at Association expense in order that trash collection occur on a uniform basis one day each week, at a minimum. All holiday decorations, including, but not limited to, Christmas lights, nativity scenes, pumpkin carve-outs, wreaths, inflatable decorations, and any other type of holiday decoration, no matter the holiday, shall be allowed on the Units, including on the dwelling, Appurtenances, and trees, for a time period of not more than 3 weeks before the particular holiday takes place and not more than 1 weeks after the particular holiday ends, subject to any rules and regulations imposed by the Association, and excluding any time limitations for Unit 25. The Developer and the Association shall be entitled to require that any and all holiday decorations installed in certain areas of Units, excluding Unit 25, be removed as shall be reasonable under the circumstances and compatible with the nature of the Project in general, in light of the fact that the Project is intended to be a first-class residential development, albeit of a suburban character.

Section 20.9 Vehicles. No house, trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Units unless they are stored within garages. The Developer shall have the right to make reasonable exceptions to this requirement and to impose conditions as to screening and limitation of visibility in connection therewith. All vehicles shall be parked in garages to the extent possible, and in no event shall more than two automobiles be parked in the driveway appurtenant to each Unit. Provided, however, that recreational vehicles may be visibly parked on a Unit for a period not to exceed 24 hours for purposes of loading, unloading and cleaning. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may make reasonable rules and regulations in implementation of this Section including exceptions to garage storage requirements if other adequate screening is provided. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole, and to assure that all vehicles and recreational or construction type equipment are not to be visible from the roadway, other Units or the General Common Elements. Parking on private roads within the Condominium Premises shall be limited in accordance with any applicable ordinances of the Township and with such regulations as the Board may adopt. Any on street parking shall be limited to one side of the street. Other than restrictions imposed by Township ordinance, this Section 20.09 shall not apply to Unit 25.

Section 20.10 Advertising and Signs. No signs or other advertising devices or symbols of any kind shall be displayed which are visible from another Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer. After the Construction and Sales Period, one sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, shape, color, placement, and such other criteria as the Association may deem appropriate.

All such permitted signs must be maintained in good condition and shall be removed immediately after termination of their immediate use. Garage sales shall be conducted, if at all, only in accordance with such uniform rules and regulations as may be prescribed by the Board of Directors, which shall have the authority to prohibit such sales entirely if deemed in the best interests of the Association. All signage shall comply with applicable ordinances of the Township. Other than restrictions imposed by Township ordinance, this Section 20.10 shall not apply to Unit 25.

Section 20.11 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations, and amendments thereto shall be furnished to all Co-Owners. The Board of Directors shall not be permitted to make any rules or regulations pertaining exclusively to Unit 25.

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

Section 20.13 Maintenance of Yards and Lawns; Landscaping.

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

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

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

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

right to assess fines, the right to place a lien on the Unit, and such equitable relief as may be reasonable and appropriate.

Section 20.14 *Co-Owner Maintenance.* Each Co-Owner shall maintain his or her Unit for which he or she has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other Common Elements that are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof.

Section 20.15 *Reserved Rights of Developer.*

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made, except interior alterations which do not affect structural elements of any dwelling, unless plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, location and approximate cost of such structure or improvement of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer (subject, however, to the review and approval provisions of Section 20.3). The Developer shall have the right to refuse to approve any such plan or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium Project as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-Owners. This Section 20.1(a) shall not apply to Unit 25.

(b) Developer's Rights in Furtherance of Construction and Sales. None of the restrictions contained in this Article XX shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to

maintain a sales office, model units, mobile trailer used as a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Construction and Sales Period. Provided, however, that all signs are subject to Township review.

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

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

Section 20.17 Non-Disturbance of Wetlands. Certain portions of the land within the Condominium contain wetlands which are protected by federal and state law. Any disturbance of a wetland by depositing material in it, dredging or removing material from it or draining water from the wetland may be done only after a permit has been obtained from the Department of Environmental Quality or its administrative successor. The penalties specified in the applicable laws are substantial. To avoid any possibility of violation of such laws and to preserve the inherent beauty and environmental quality of the wetlands for all Co-Owners, neither any Co-Owner nor the Association may disturb in any way (including by pedestrian traffic, chemical sprays or any other intrusion) any wetland depicted as such on the Condominium Subdivision Plan. Additionally, there shall be no construction or other disturbance of land or vegetation permitted within 25 feet of the boundary of any wetland as the wetland boundaries have been

depicted on the Condominium Subdivision Plan which additional areas shall serve as protective buffers for all wetlands located within the Condominium.

Section 20.18 Flags. Subject to MCL 559.156a, each Co-Owner shall be allowed to place one (1) flag on the front facing, exterior portion of the Co-Owner's Unit. The flag shall only be a flag of the United States of America. No other flag of any kind may be flown on the exterior of the dwelling at any time without the prior written permission from the Association and, during the Construction and Sales Period, from the Developer. After the Construction and Sales Period, the flag may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, placement, and such other criteria as the Association may deem appropriate. All such permitted flags must be maintained in good condition. The restrictions contained in this Section 20.18 shall not apply to Unit 25

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

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

Prior to issuance of permits for Units 1, 2, 23, and 24, individual engineered site plans showing elevation and design specifications both proposed active and reserve septic areas along with house, well, and utility locations shall be submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after the septic areas have been prepared, the cost of the system may be higher than a typical conventional septic system. These units require the utilization of alternative technology and shall be designed by a registered professional engineer in conformance with "Livingston County Sanitary Code" and "Minimum Requirements for Alternative On-Site Sewage Treatment Systems" guidelines for the design and installation of alternative sewage treatment systems, dated October 21, 2016. The onsite sewage treatment systems for Units 6 & 9 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system. The onsite sewage treatment systems for Unit 5 will require the bottom of the stone bed to be no deeper than 1.5 ft. below the highest original grade; Unit 6 will require the bottom of the stone bed to be no deeper than 2 ft. below the highest

original grade; Unit 8 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade. In addition Units 1, 2, 12, 15-20, and 22-25 will require an enlarged system due to the heavy soil structure witnessed on this unit. Please refer to the soil conditions on file at the Livingston County Health Department.

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Section 20.19 General. The purpose of this Article XX is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon all Co-Owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Construction and Sales Period, any part of the restrictions set forth in this Article XX due to unusual topographic, natural, or aesthetic considerations or other circumstances that the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article XX may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT "B" TO THE MASTER DEED OF

CHESTNUT SPRINGS

A SITE CONDOMINIUM

GENOA TOWNSHIP, SECTIONS 33 & 34, T2N–R5E
LIVINGSTON COUNTY, MICHIGAN

DEVELOPER:

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

PREPARED BY:

LIVINGSTON ENGINEERING
3300 S. OLD U.S. 23
BRIGHTON, MI. 48114
(810) 225–7100

DRAWING INDEX

LEGAL DESCRIPTION:

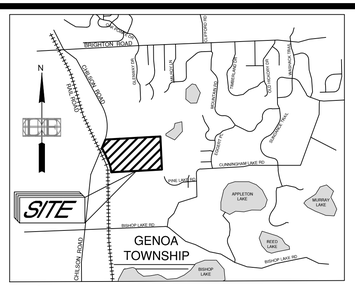
Part of the Southeast ¼ of Section 33 and the Southwest ¼ of Section 34, T2N–R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the Southeast Corner of said Section 33, also being the Southwest Corner of said Section 34; thence along the South line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

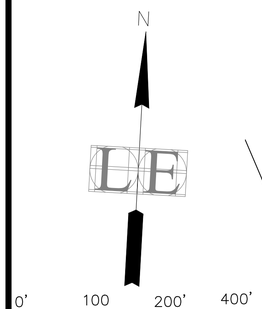
ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.

PROPOSED AS OF NOVEMBER 13, 2018

SURVEY PLAN





SURVEYOR'S CERTIFICATE

I, WILLIAM R. STRUBBING, III, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO._____,AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND, BUT WILL BE PLACED WITHIN 1 YEAR OF THE RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978: THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

WILLIAM R. STREBBING, III, REGISTRATION NO. 51686
LIVINGSTON ENGINEERING
3300 S. OLD US 23 HWY.
BRIGHTON, MICHIGAN 48114

BENCHMARKS

BENCHMARK #300
FOUND IRON:
±368 FT SE OF CHILSON RD ALONG THE RAILROAD ROW
N: 370142.95'
E: 13261141.39'
ELEVATION= 924.70
NAVD88 DATUM

BENCHMARK #301
SET IRON:
±78' SOUTH OF NORTH PROPERTY LINE &
±91' WEST OF THE EAST LINE OF SECTION 33
N: 370805.98'
E: 13262209.08'
ELEVATION= 931.33
NAVD88 DATUM

BENCHMARK #302
SET IRON:
±154' SOUTH OF NORTH PROPERTY LINE &
±105' WEST OF THE EAST PROPERTY LINE
N: 370788.47'
E: 13263225.57'
ELEVATION= 930.43
NAVD88 DATUM

NOTES:
1. BEARINGS BASED ON GRID NORTH, MICHIGAN STATE PLANE COORDINATE SYSTEM, "SOUTH ZONE" BY RTK GPS OBSERVATIONS
2. SUBJECT PROPERTY LIES WITHIN ZONE "X", PER FEMA MAP 26093C0340D, DATED SEPTEMBER 17, 2008.

LEGEND

- SET MONUMENT
- SECTION CORNER
- BENCHMARK
- WETLAND
- WETLAND AREA

PROPOSED AS OF NOVEMBER 13, 2018

LIVINGSTON ENGINEERING
CIVIL ENGINEERING, SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
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FAX: (810) 225-7699
http://www.livingstoneng.com

Project Title
CHESTNUT SPRINGS

Sheet Title
SURVEY PLAN

Client
CHESTNUT DEVELOPMENT, LLC
6253 GRAND RIVER AVE. SUITE 700
BRIGHTON, MI 48114
PHONE: 8105993984
EMAIL: OFFICE@CHESTNUTDEV.COM

REVISIONS	DATE

Scale
Vertical:
Horizontal: 1"=100'

Drawn	N. LEMONS
Checked	
Approved	
Date	10-25-2018

Job. no.
11216-2

Sheet no.
2

UNIT AND PERIMETER PLAN

LIST OF COORDINATES		
NO.	NORTHING	EASTING
1	370142.9891	13261141.8789
2	369886.4564	13261260.9242
3	369693.6067	13261322.0445
4	369507.5196	13261352.6683
5	369530.1636	13261764.2010
6	369755.4674	13261890.3197
7	369766.3214	13262375.1261
8	370014.1754	13262481.4761
9	370149.1640	13262547.3378
10	370297.5461	13262619.7342
11	370613.7167	13262638.6723
12	370905.1000	13262576.7953
13	370875.9159	13262060.4290
14	370854.7802	13261676.7411
15	370583.3876	13261652.4304
16	370448.0787	13261784.4628
17	370383.1677	13261936.9453
18	370271.9143	13262198.2908
19	370394.2707	13261910.8633
20	370466.9462	13261740.1412
21	370558.6378	13261671.0735
22	370625.5203	13261620.6935
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24	370837.2613	13261358.7111
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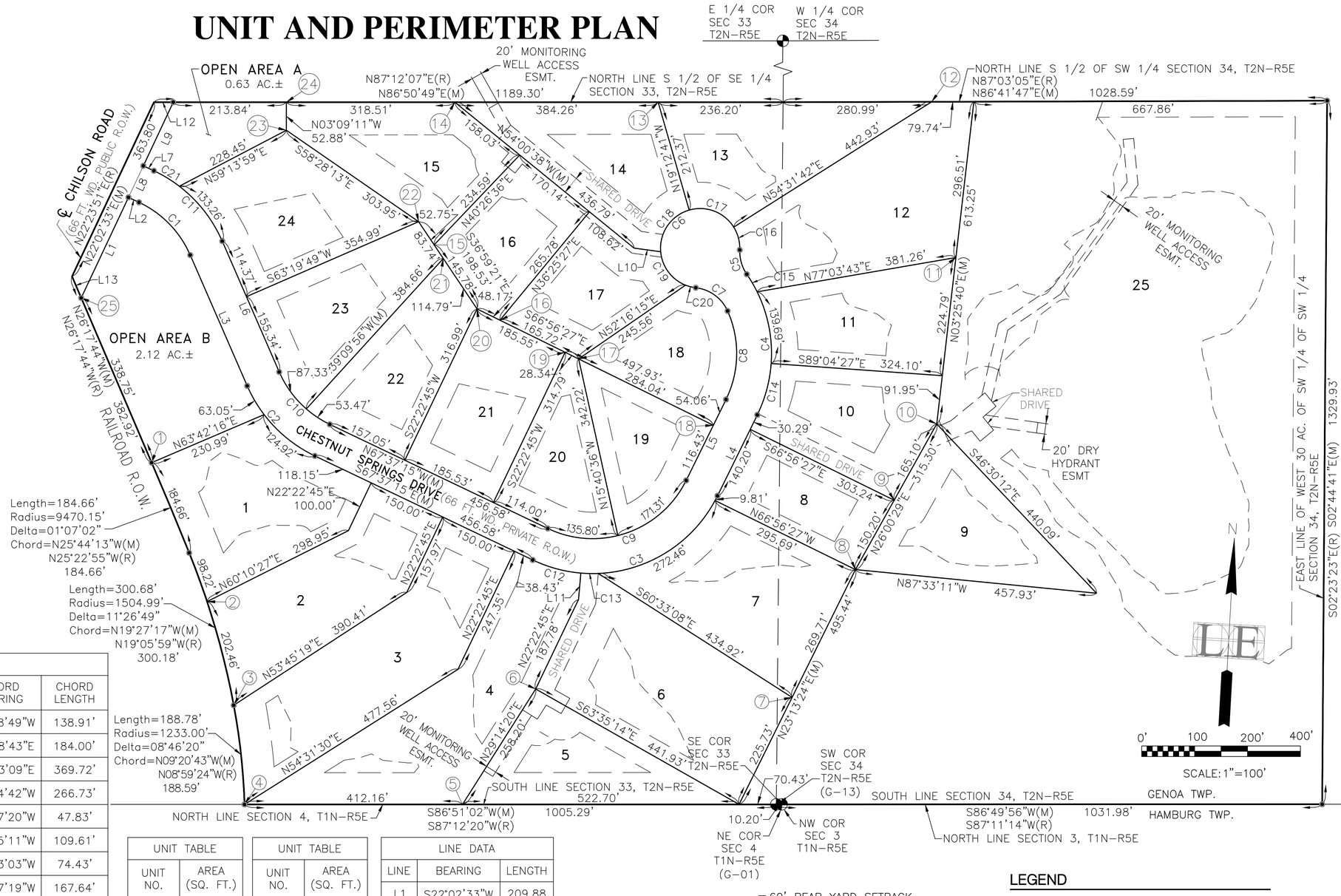


CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	141.96'	197.00'	41°17'16"	N47°18'49"W	138.91'
C2	187.97'	263.00'	40°57'04"	S47°08'43"E	184.00'
C3	410.00'	263.00'	89°19'12"	N67°43'09"E	369.72'
C4	279.73'	263.00'	60°56'30"	N07°24'42"W	266.73'
C5	48.68'	75.00'	37°11'14"	N19°17'20"W	47.83'
C6	348.33'	75.00'	266°06'13"	S46°15'11"W	109.61'
C7	77.88'	75.00'	59°29'44"	N57°03'03"W	74.43'
C8	173.16'	197.00'	50°21'44"	N02°07'19"W	167.64'
C9	307.11'	197.00'	89°19'12"	N67°43'09"E	276.94'
C10	140.80'	197.00'	40°57'04"	S47°08'43"E	137.82'
C11	189.52'	263.00'	41°17'16"	N47°18'49"W	185.45'
C12	94.64'	263.00'	20°37'06"	S77°55'48"E	94.13'
C13	33.09'	263.00'	7°12'30"	N88°09'24"E	33.07'
C14	101.60'	263.00'	22°08'00"	N11°59'33"E	100.97'
C15	38.44'	263.00'	8°22'31"	N33°41'41"W	38.41'
C16	45.52'	75.00'	34°46'35"	N18°05'00"W	44.83'
C17	96.53'	75.00'	73°44'23"	N72°20'29"W	90.00'
C18	103.23'	75.00'	78°51'49"	S31°21'24"W	95.27'
C19	82.99'	75.00'	63°23'55"	S39°46'28"E	78.82'
C20	20.06'	75.00'	15°19'30"	S79°08'11"E	20.00'
C21	56.26'	263.00'	12°15'27"	N61°49'44"W	56.16'

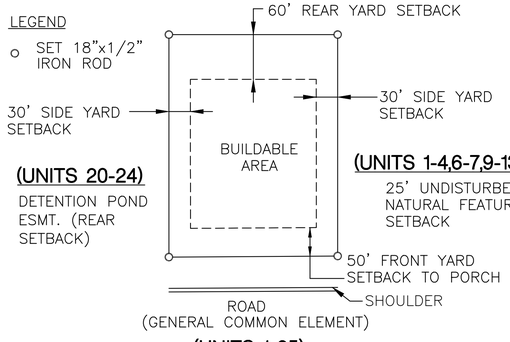
UNIT TABLE	
UNIT NO.	AREA (SQ. FT.)
1	81,742
2	79,332
3	104,458
4	106,188
5	56,984
6	105,679
7	84,951
8	44,907
9	66,174
10	61,026
11	61,851
12	97,153
13	67,736

UNIT TABLE	
UNIT NO.	AREA (SQ. FT.)
14	66,765
15	65,871
16	46,444
17	48,547
18	44,498
19	44,028
20	45,046
21	58,608
22	55,330
23	59,966
24	71,063

LINE DATA		
LINE	BEARING	LENGTH
L1	S22°02'33"W	209.88
L2	S67°57'27"E	22.08
L3	S26°40'11"E	269.71
L4	N23°03'33"E	170.49
L5	S23°03'33"W	170.49
L6	N26°40'11"W	269.71
L7	N67°57'27"W	22.08
L8	S22°02'33"W	66.00
L9	N22°02'33"E	132.81
L10	N85°21'58"W	50.74
L11	N01°45'38"E	50.00
L12	N86°50'49"E	36.47
L13	S26°17'44"E	44.17

LEGEND

○ SET 18"x1/2" IRON ROD



(UNITS 20-24)
DETENTION POND ESMT. (REAR SETBACK)

(UNITS 1-4,6-7,9-13 & 25)
25' UNDISTURBED NATURAL FEATURES SETBACK

(UNITS 1-25)
TYPICAL UNIT PLAN VIEW
NOT TO SCALE

LEGEND

SFT.	SQUARE FEET
UNIT NO.	12
MONUMENT	●
CURVE NUMBER TAG	C4
LINE NUMBER TAG	L4
COORDINATE POINT LABEL	③
SETBACK LINE	— — — — —

AS OF NOVEMBER 13, 2018

LIVINGSTON ENGINEERING
CIVIL ENGINEERING, SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
PHONE: (810) 225-7100
FAX: (810) 225-7699
http://www.livingstoneng.com

Project Title
CHESTNUT SPRINGS

Sheet Title
UNIT AND PERIMETER PLAN

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

REVISIONS	DATE

Scale
Vertical:
Horizontal: 1"=100'

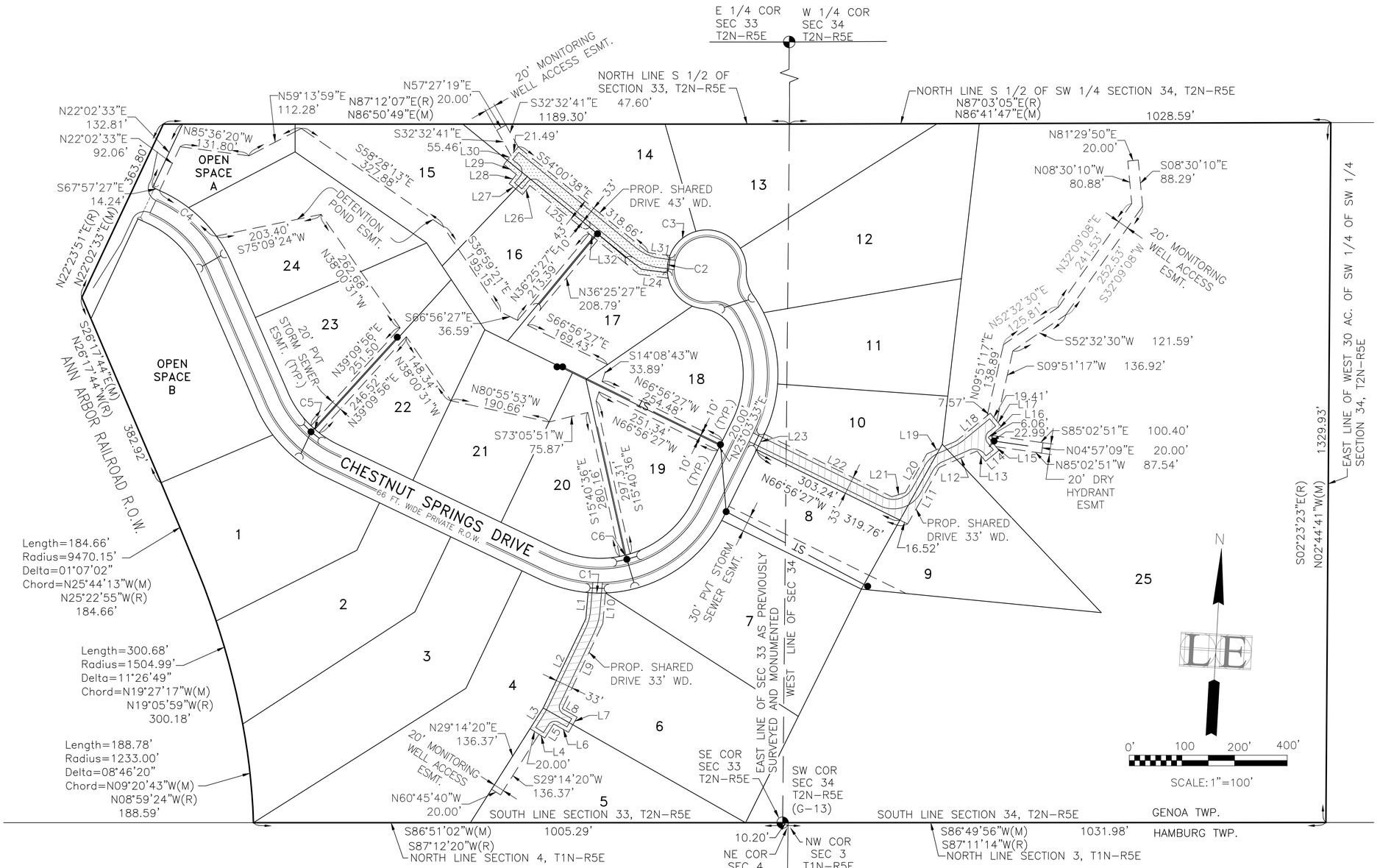
Drawn: N. LEMONS
Checked:
Approved:
Date: 10-25-2018

Job. no.
11216-2

Sheet no.
3

SITE AND UTILITY PLAN

LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	N01°45'38"E	50.00
L2	N22°22'45"E	187.78
L3	N29°14'20"E	46.53
L4	S60°45'40"E	33.00
L5	N29°14'20"E	31.64
L6	S63°35'14"E	32.45
L7	N26°24'46"E	33.00
L8	S63°35'14"E	32.75
L9	S22°22'45"W	179.57
L10	S01°45'38"W	58.08
L11	S26°00'29"W	122.81
L12	S63°17'27"W	78.27
L13	N42°33'02"W	25.44
L14	S47°26'58"W	33.00
L15	S42°33'02"E	32.00
L16	S47°26'58"W	32.00
L17	S42°33'02"E	33.00
L18	N47°26'58"E	83.51
L19	N63°17'27"E	60.79
L20	N26°00'29"E	84.15
L21	N69°32'01"E	26.75
L22	S66°56'27"E	269.97
L23	N23°03'33"E	33.00
L24	S85°21'58"E	56.55
L25	S54°00'38"E	267.00
L26	N35°59'22"E	22.00
L27	S54°00'38"E	33.00
L28	S35°59'22"W	22.00
L29	S54°00'38"E	30.73
L30	N35°59'22"E	43.00
L31	S85°21'58"E	41.48
L32	S54°00'38"E	20.00



CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	33.09'	263.00'	7°12'30"	N88°09'24"E	33.07'
C2	43.72'	75.00'	33°24'01"	S00°38'34"W	43.10'
C3	69.96'	75.00'	53°26'44"	S44°03'57"W	67.45'
C4	139.78'	264.82'	30°14'35"	N54°23'34"W	138.17'
C5	20.01'	197.00'	5°49'14"	S52°04'18"E	20.00'
C6	20.01'	197.00'	5°49'16"	N72°52'49"E	20.01'

LEGEND

- UNIT NO. — 12
- SECTION CORNER
- CURVE NUMBER TAG — C4
- LINE NUMBER TAG — L4
- EASEMENT
- STORM SEWER — ST
- WATER MAIN — W
- LIMITED COMMON ELEMENT (UNITS 4–6)
- LIMITED COMMON ELEMENT (UNITS 8–10, & 25)
- LIMITED COMMON ELEMENT (UNITS 14–17)

NOTES:

1. WATER SERVICE FOR UNITS 1–25 IS TO BE SUPPLIED BY PRIVATE WELLS AND SHALL BE INSTALLED, MAINTAINED, AND REPAIRED/REPLACED AT THE EXPENSE OF EACH OWNER AND SUBJECT TO APPROVAL BY THE LIVINGSTON COUNTY HEALTH DEPARTMENT.
2. ALL STORM SEWER IS PUBLIC AND SHALL BE MAINTAINED BY THE LIVINGSTON COUNTY DRAIN COMMISSION.
3. SEWAGE DISPOSAL SHALL BE BY INDIVIDUAL SEPTIC SYSTEMS AS APPROVED BY THE LIVINGSTON COUNTY HEALTH DEPARTMENT.
4. ALL UTILITIES SHALL BE SHOWN ON AS–BUILTS.

PROPOSED AS OF NOVEMBER 13, 2018

LIVINGSTON ENGINEERING
CIVIL ENGINEERING, SURVEYING, PLANNING
3300 S. OLD US 23
Brighton, MI 48114
PHONE: (810) 225-7100
FAX: (810) 225-7699
http://www.livingstoneng.com

Project Title: CHESTNUT SPRINGS

Sheet Title: SITE AND UTILITY PLAN

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

REVISIONS	DATE

Scale
Vertical:
Horizontal: 1"=100'

Drawn: N. LEMONS
Checked:
Approved:
Date: 10-25-2018

Job. no. 11216-2

Sheet no. 4

GENOA TOWNSHIP
APPLICATION FOR CONCEPTUAL SITE PLAN REVIEW

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT: Gary R. Boss

OWNER'S ADDRESS: 3850 Golf Club Road

SITE ADDRESS: Same Howell, MI 48843

TAX CODE NUMBER: 11-05-200-002

PHONE:

LOCATION AND BRIEF DESCRIPTION OF SITE: SW Corner of Golf Club Rd & Latson Road 35± Acres

THE PROPERTY IS OWNED BY: Gary & Katherine Boss

BRIEF STATEMENT OF PROPOSED USE: 55+ PUD Community

THE FOLLOWING BUILDINGS ARE PROPOSED: Single-story detached condominium homes.

I hereby certify that all information and data attached to and made part of this application is true and accurate to the best of my knowledge and belief.

BY: Gary R. Boss Gary R. Boss

ADDRESS: 3850 Golf Club Rd. Howell, MI 48843

ARCHITECT OR ENGINEER'S SIGNATURE

~~Attn~~ Steven R. Morgan Steven R.

*AGENT (acting for owner) SIGNATURE

* *A letter of Authorization from Property Owner is needed.*

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

1.) Steve Morgan (*Name*) of Morgan llc consulting (*Business Affiliation*) at (586) 942-9751 (*Fax No.*)

Lawyers Title Insurance Corporation

Form 564 9-71
QUIT CLAIM DEED—CORPORATION—Statutory Form
C.L. 1948, 565.152 M.S.A. 26.572

LIBER 1640 PAGE 0840

KNOW ALL MEN BY THESE PRESENTS: That COMERICA BANK-DETROIT, Trustee under the Will of Walter J. Pasinski, deceased, and not in its individual capacity, Grantor
whose address is 211 West Fort Street, Detroit, Michigan 48275-1026

Quit Claims to Gary R. Boss and Katherine A. Boss, his wife, Grantees

whose address is 3850 Golf Club Road, Howell, Michigan 48843

the following described premises situated in the Township of Genoa
County of Livingston and State of Michigan, to-wit: All of the Northeast 1/4 of the Northeast 1/4 of Section 5, Town 2 North, Range 5 East, Michigan, except beginning in the centerline of Golf Club Road at a point North 89°38'19" East along the North line of said Section 5, 1248.56 feet from the North 1/4 corner of said Section 5, thence continuing along said Section line and centerline of Golf Club Road North 89°38'19" East 200.00 feet; thence South 01°29'02" East 536.7 feet; thence South 89°38'19" West 200.00 feet; thence North 01°29'02" West 536.7 feet to the point of beginning, and FURTHER EXCEPTING AND RESERVING UNTO GRANTOR HEREIN AN UNDIVIDED 1/3 INTEREST IN ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID PROPERTY HEREIN CONVEYED TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING AND PRODUCING THE SAME.

TAX ITEM NO. 11-05-200-002-4-HO

for the full consideration of ONE AND 00/100 ($1.00) DOLLAR, (Sec. 207.505a)
THIS QUIT CLAIM DEED REPLACES AN EARLIER DEED DATED APRIL 18, 1985 WHICH WAS EITHER LOST OR DESTROYED.
Dated this 19th day of November 19 92

Witnesses:

Joyce E. Dickelman
Joyce E. Dickelman

Jane G. Duffy
Jane G. Duffy

Signed and Sealed:

_____ (L.S.)
COMERICA BANK-DETROIT, Trustee under the Will of Walter J. Pasinski, deceased
By Louis C. Fulgoni
Louis C. Fulgoni
Its Vice President

_____
Its _____

STATE OF MICHIGAN
COUNTY OF WAYNE } ss.

The foregoing instrument was acknowledged before me this 19th day of November 19 92
(1) by Louis C. Fulgoni
(2) Vice President
(3) of Comerica Bank
(4) a banking corporation
Corporation on behalf of the said corporation.
as such Trustee

My commission expires
10-22-96

Kathleen A. Hurliman
KATHLEEN A. HURLIMAN
NOTARY PUBLIC - WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 10-22-96
Notary Public _____ County, Michigan

RECORDED DEC 9 11 AM 92
NANCY HAVILAND REGISTER OF DEEDS LIVINGSTON COUNTY, MI 48843

Note: Insert at (1) name(s) of officer(s) (2) title(s) of officers(s) (3) name of corporation (4) state of incorporation

Instrument Drafted by Joyce E. Dickelman
Business Address P.O. Box 75000, Detroit, MI 48275-1026

Recording Fee 1
State Transfer Tax _____

When recorded return to Grantees

Send subsequent tax bills to _____

Tax Parcel # _____

116696

To: Genoa Township December 3, 2018

From: Gary R. Boss

RE: Boss 46.5 acre “Over 55 Community” Development

HISTORY:

I live on 46.5 acres on the corner of Latson Road and Golf Club Road which I purchased almost 35 years ago. I love the property and the location and it has always been my intention to develop the property some time after my retirement. I have taken steps along the way to insure that I could create a reasonable development, including the strategic planting of hundreds of trees (both deciduous and evergreen). Along the way I have made agreements with the Road Commission, Genoa Township, and Oceola Township to assure minimal problems at development time.

Unfortunately, plans sometimes hit snags that need to be resolved. One such snag occurred with my Road Commission agreement. The Road Commission built an entrance for my future development in exchange for:

(1.) Using the excavated material from my entrance for fill

(2.) The granting a temporary construction easement

(3.) The granting of a permanent easement for their use

However, Latson Road was not built as designed which resulted in a low spot to the South. This gave adequate sight distance under old standards but was a little short by current standards. This did not become apparent until I asked for the entrance permit. The Road Commission acknowledged the error and are willing to correct the problem when they widen Latson Road. Although the widening is needed now, it is not on the schedule and “could take from 3 to 10 years to complete”. I do not care to force the issue since it could impact the safety of residents and could be a future liability if I was granted an exception.

I have therefore decided to design my entrance from Golf Club Road which dramatically increases the amount of road that must be built to access the best building sites. To financially justify this added road expense, it is necessary to increase the number of units beyond what I had originally planned.

MY VISION:

It has been my desire to create an “Over 55 Community” similar to the Florida community in which I live 6 months of each year. We Seniors tend to not want stairs as part of our living area. Therefore, it is my intention to have a small area of attached homes and a considerably larger area of one-story homes with the following standard amenities for each “unattached” one-story home:

(1.) Attached garage
(2.) Basement
(3.) Barrier Free entrance to homes and bathrooms
(4.) Association maintained roads, drives, walkways, & lawns

There should be no impact on schools beyond the additional funding source. Traffic will be impacted but to a lesser degree than most developments since:

(1.) Many Seniors go South for the cold season

(2.) Many Seniors go out of their way to make only “Right Turns”

VIABILITY:

The determining factor for the viability of this development is, obviously, the number of units available. I hope to live in and be a part of this new community. I have already turned down offers from Developers who planned to “clear cut” the trees to help maximize the number of units. Although I have developed several subdivisions, I did not want to return to the development mode after retirement. However, I feel I may have to if I am to achieve my vision.

The number of units needed to make the project cost effective could be achieved much more easily if this was a somewhat typical 46.5 acre parcel. However, contrary to normal Assessor and Appraisal criteria for road frontage increasing value on property, my road frontage is a real detriment to my property. Normally, Assessors and Appraisers increase the value of property with road frontage. By a “quirk” in the ordinance, the number of units that I am allowed, with any given zoning, is reduced from the number of units any adjoining neighbor with the same acreage and zoning can get.

“Quirk Example:

The following is a generic example of the above mentioned “quirk”. We assume a 40 acre parcel with no frontage and ½ acre zoning and compare it with another 40 acre parcel with frontage on two sides and then with a third 40 acre parcel with frontage on two sides and a nice 5 acre pond. Assuming 50 foot ½ ROW and 2000 feet of new road for each as well as ½ acre zoning for each, the following chart shows results of the “quirk”:

1. 40 ac. (No road frontage)----------74 units available theoretically
2. 40 ac. (Frontage 2-sides) ----------68 units available theoretically
3. 40 ac. (Frontage 2-sides + 5 ac. Pond ----58 units available theoretically

The result is that one 40 ac. parcel is theoretically allowed 74 units while the third 40 ac, parcel is theoretically allowed only 58 units.

The “quirk” means that to get the same number of units for each parcel would require .50 acre zoning for one parcel and .39 acre zoning for the other which makes the development less viable.

CONCLUSION:

I would like to request whatever zoning that would allow the number of units that are effectively ½ acre in size based on the generic maximum for a similar sized (46.5 acre) parcel having no frontage. This figure would be between 80 and 86 units and would result in a financially viable development that would be desirable to everyone.

I would be very open to conditional zoning that assures the type of development I want even if I find a Developer that wants to proceed with the development. I plan to live in the development so, regardless of the Developer, I want it done in a way I can be proud of and would be an asset to Genoa Township.

SAFEbuilt studio

January 9, 2019

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	Boss Property – Conceptual Plan Review #1
Location:	Southwest corner of Golf Club and Latson Roads
Zoning:	RR Rural Residential District

Dear Commissioners:

As requested, we have reviewed the conceptual development request submitted by the land owner.

The concept plan includes approximately 60 single-family lots and 16 units of attached residences (4 buildings) on the 46.5-acre parcel. The property is located at the southwest corner of Golf Club and Latson Roads and currently contains a single-family residence.

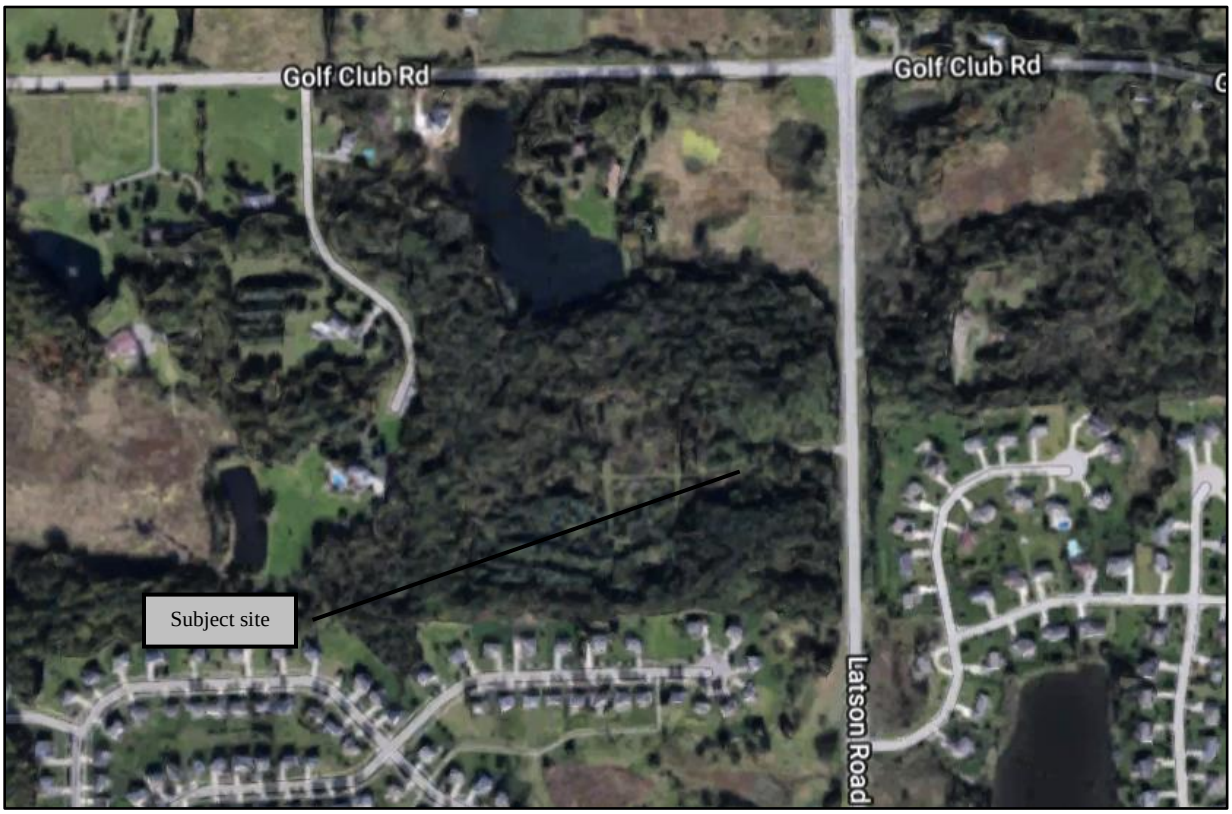
A. Summary

1. The exact nature of the request is unclear – conventional rezoning, conditional rezoning, PUD, cluster option, etc.
2. The site is zoned for 2-acre lots and planned for 1-acre lots; however, the applicant describes the project as development on ½-acre lots.
3. Many of the lots depicted on the concept plan are much smaller than the ½-acre described.
4. Development of the number of units described would necessitate an amendment to the Township Master Plan, including the Future Land Use Map and Growth Management Boundary.
5. As an alternative, the applicant should investigate the cluster option or RPUD in combination with a conventional SR rezoning (1-acre lots per the Master Plan).
6. New roadways will be subject to review and approval under Section 15.05 of the Township Zoning Ordinance.
7. The Township Engineer and/or Utilities Director may have comments on the capacity of infrastructure to support the residential density described.
8. Given the density described, Ordinance requirements include sidewalks along all internal roadways and a bike path along Latson Road.
9. Street trees will be required along new roadways.
10. If a formal development plan is submitted in the future, all of the information required by the Zoning Ordinance must be provided, including identification of sensitive natural features (pond, wetlands, floodplain, etc.).

B. Proposal/Process

Section 18.03.01 provides for a conceptual plan review whereby the Planning Commission and staff can provide direction to the applicant; however, no formal action is to be taken.

If the project comes to fruition, a complete development plan review will need to be conducted by the Township.



Aerial view of site and surroundings (looking north)

C. Review Comments

1. **Project Description.** The material submitted is not clear as to exactly how the request would be handled. The application form references a PUD; however, the narrative requests "whatever zoning that would allow the number of units that are effectively ½ acre in size" and also references conditional zoning.

   Current zoning requires lots of not less than 2 acres in area. The Future Land Use Map identifies the site as Low Density Residential, which is intended for residential development on lots of not less than 1-acre in area. The site is also within the secondary growth management boundary area, which calls for infill development of 1-acre lots or clustered development with an overall density of 2 acres per unit.

   The request for ½-acre lots (SR zoning) is not consistent with the Township Master Plan. If the applicant wishes to pursue this option and the Township considers favorable action, it would necessitate an amendment to the Master Plan. This would include changes to both the Future Land Use category, as well as the Growth Management Boundary.

   Alternatively, the applicant may wish to consider the Residential Cluster Option or Residential Planned Unit Development.

   If done in combination with a conventional rezoning to LDR Low Density Residential (1-acre lots; consistent with the Master Plan), the project could entail lots as small as ½-acre; however, neither would allow for the total number of units being sought (80 to 86 is referenced in the project narrative).

   Lastly, many of the single-family lots depicted on the concept plan are much smaller than the ½-acre described in the narrative.

2. **Roads.** Vehicular circulation is depicted as a series of roads (presumed to be private) accessed via Golf Club Road and connected to Sugarbush Drive to the south. It is unclear whether the applicant has the authority/ability to connect the proposed roadway with Sugarbush Drive.

   Roadway design, including pavement, easement width and turn-arounds, are subject to review and approval based on the standards of Section 15.05 of the Township Zoning Ordinance.

   The applicant should take into consideration any comments provided by the Township Engineer with respect to this element of the project.

3. **Utilities.** We suggest the applicant obtain input from the Township Engineer and/or Utilities Director to determine whether existing infrastructure can accommodate the residential density proposed.

4. **Natural Features.** The site contains a large pond in the northwest corner. Any areas of wetland or floodplain in conjunction with this pond must be identified on a formal development plan. The applicant should be aware that the Township has wetland protection regulations that limit activities within 25 feet of a regulated wetland (Section 13.02). Any activity within a regulated wetland (or 100-year floodplain) will require additional approval from the MDEQ.

5. **Pedestrian Circulation.** Given the residential density described, 5-foot wide sidewalks would be required along all internal roadways (Section 12.05.01). Additionally, an 8-foot wide bike path would be required along Latson Road (Section 12.05.01 and Township Master Plan).

6. **Landscaping**. Section 12.02.02 requires 2 street trees for each unit along a public or private road. We encourage the applicant to preserve as many of the existing trees as possible if/when a more formal plan is developed.

7. **Exterior Lighting.** If street lighting is proposed for the development, details will be required as part of a formal submittal.

8. **Signs.** Article 16 of the Township Zoning Ordinance allows residential entrance signs. Details of such signage will be required if/when a more formal plan is developed.

9. **Impact Assessment.** If a formal submittal is provided, an Environmental Impact Assessment will be required per Section 18.07.

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

Respectfully,
SAFEBUILT STUDIO

Brian V. Borden, AICP
Planning Manager

Stephen Hannon, AICP
Planner

TETRA TECH

January 7, 2019

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

Re: Boss Property Conceptual Site Plan Review #1

Dear Ms. Van Marter:

Tetra Tech conducted a conceptual site plan review of the Boss Property Condominium conceptual plan submitted by Gary Boss on December 3, 2018. The property consists of 46.5 acres located at the southwest corner of Golf Club Road and Latson Road. The petitioner is proposing to construct an over-50 community with 80 to 86 units. We offer the following comments:

1. The development is proposed to be served by public water and sewer services. The petitioner will need to show existing utilities and easements, as well as proposed water main and sanitary sewer on the final site plan for review. Currently there is existing water main running along the west side of Latson Road with an existing stub for future connection. There is also existing water main and gravity main that could be connected to on the neighboring development to the south, Rolling Ridge Condominiums. A utility impact study should be performed to determine the impact that the development will have on existing sanitary and water systems.
2. The petitioner is proposing three detention ponds. The petitioner will need to complete storm drainage and detention design calculations and submit with the site plan for review.
3. The development will be served by a private road off Golf Club Road that will connect to Sugarbush Road in Rolling Ridge Condominiums. The location of the private road intersection should be reviewed and approved by the Livingston County Road Commission. Confirmation of this permit should be submitted with the site plan for review. The Petitioner should also provide evidence of easement or agreement documentation for the connection to the adjacent roadway in Rolling Ridge Condominiums.
4. A final grading and road construction plan will need to be submitted for review and approval.

The concept plan shows adequate access to the site and a site plan should be submitted with the necessary documents and agreements. We recommend that the petitioner consider the above comments in their preparation of the site plan.

Please call or email if you have any questions.

Sincerely,

Gary J. Markstrom, P.E.
Vice President

Shelby Scherdt
Project Engineer

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

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

January 9, 2019

Amy Ruthig
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Boss Property Conceptual Plan
3850 Golf Club Road
Howell, MI 48843

Dear Amy:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on December 20, 2018 and the drawing is not dated. The project is based on an existing 46.5-acre parcel that is being requested for variance from township site zoning requirements to increase the density of the development. There is not enough information for the fire authority to provide a full site plan review. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

1. The water main locations shall be shown throughout the project. Provide the location of the proposed water mains, valves and fire hydrants.

2. The buildings shall include the building address a **minimum of 4"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.

   IFC 505.1

3. The access roads throughout the site shall be a minimum of 26' wide, face-of-curb to face-of-curb. Shared driveway widths shall be no less than 16' in width with arecommended width of 20'.With a width of 26' wide, one side of the street shall be marked as a fire lane, this shall be the side where fire hydrants are located. (It is recommended that the road dimension be increased to 32' wide to eliminate the need for marked fire lanes.) Include the location of the proposed fire lane signage and include a detail of the fire lane sign in the submittal. Access roads to site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.

   IFC D 103.6
   IFC D 103.1
   IFC D 102.1
   IFC D 103.3

4. Access throughout shall provide emergency vehicles with turning radii of 30'-inside and 50' -outside.

5. A minimum vertical clearance of 13½ feet shall be maintained throughout the site..

6. Dead-end roads and shared drives that exceed 150' in length shall be provided with

properly designed and dimensioned turnarounds in accordance with the International Fire Code, Appendix D.

7. The cul-de-sac dimensions shall be compliant with the International Fire Code, Appendix D.

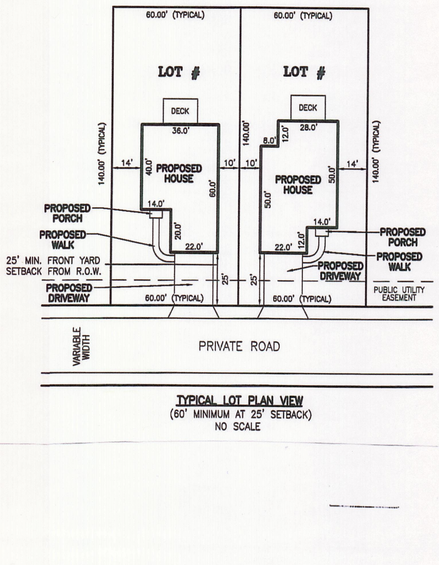
8. An emergency vehicle circulation plan shall be provided throughout the site. If islands located in the cul-de-sacs interfere, they shall modified to be of a mountable construction or eliminated.

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

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

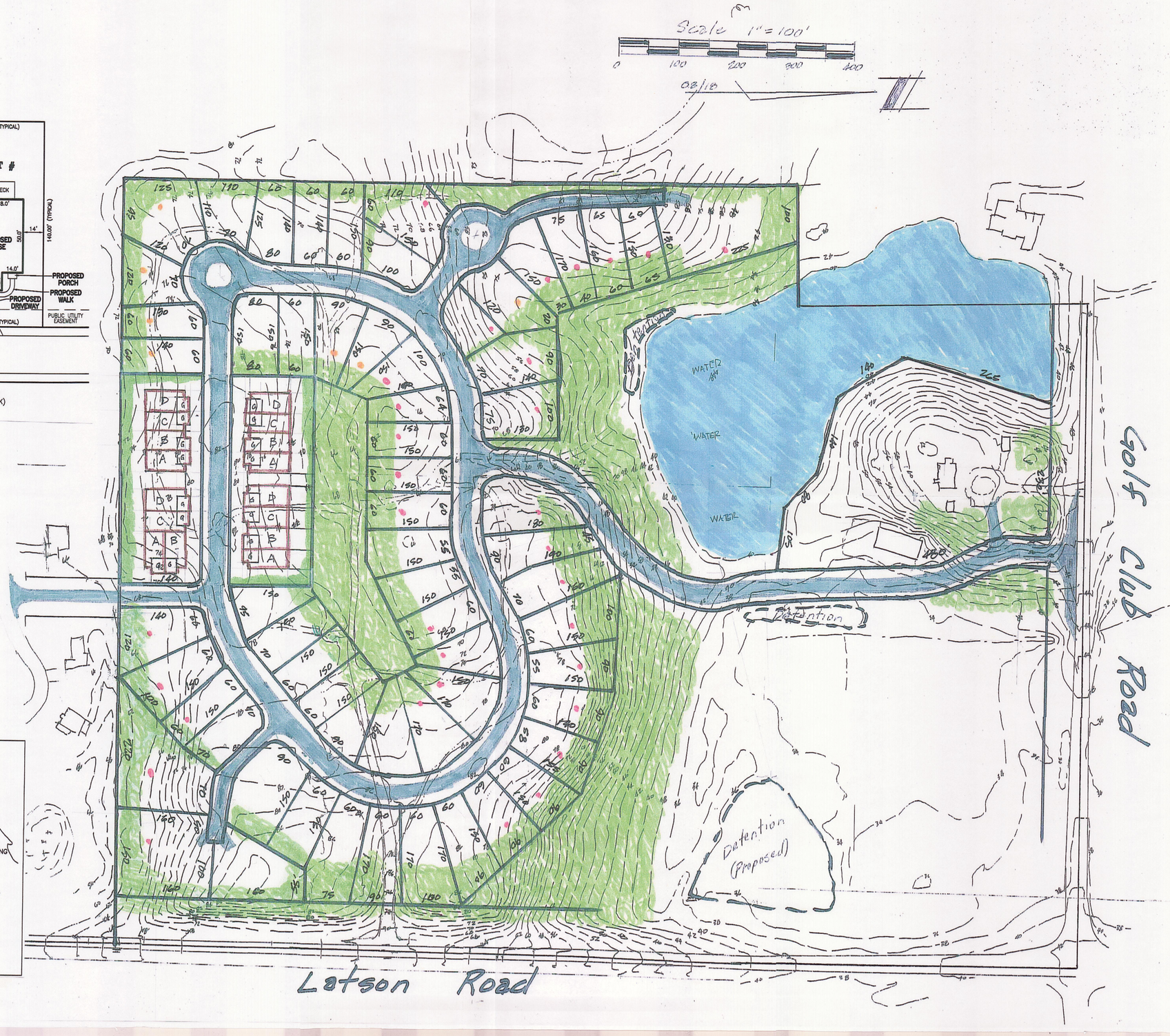
Cordially,

Rick Boisvert, CFPS
Fire Marshal



TYPICAL LOT PLAN VIEW
(60' MINIMUM AT 25' SETBACK)
NO SCALE

LOCATION MAP
N.T.S.



GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
NOVEMBER 13, 2018
6:30 P.M.
MINUTES

CALL TO ORDER: The meeting of the Genoa Charter Township Planning Commission was called to order at 6:30 p.m. Present were Chairman Doug Brown, Jim Mortensen, Chris Grajek, Marianne McCreary, Eric Rauch, Jeff Dhaenens, and Jill Rickard. Also present was Kelly VanMarter, Community Development Director/Assistant Township Manager, Gary Markstrom of Tetra Teach, Brian Borden of Safebuilt Studio, and an audience of 25.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

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

CALL TO THE PUBLIC: The call to the public was made at 6:31 pm with no response.

PRESENTATION BY LIVINGSTON COUNTY PLANNING DEPARTMENT

Scott Barb stated that the 2018 Livingston County Master Plan was adopted at the October Planning Commission Meeting. It is available for use by residents and Planning Commissions in Livingston County. This was a three-year process. He provided the Commissioners with a summary of the Master Plan. It provides Best Management Practices for trends around the state and the country. The entire Master Plan is available online and contains many links that are meant to be interactive. Although the plan has been adopted, they welcome feedback.

OPEN PUBLIC HEARING # 1… Review of a special use, site plan and environmental impact assessment for a proposed pet day care center (Dog Town and Kitty City Day Care) within an existing commercial building. The property in question is located at 3557 E. Grand River Avenue Howell. The request is petitioned by Paula Vanderkarr.

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

Ms. Paula Vanderkarr provided a review of the business she is proposing. She will provide day care, training, and hopes to one day provide grooming services.

Mr. Borden reviewed his letter of November 7, 2018. He stated the applicant has revised the site plan to address the Township's concerns regarding the parking lot and landscaping. He noted that the sound study has been submitted.

The general conditions of the special land use standards of Section 19.03 have been met. There are some outstanding items regarding the use conditions of Section 7.02.02(w).

- Because the fencing being proposed is vinyl, the sound study consultant should address if additional insulation is needed or if the material should be changed to masonry. Ms. Mandy Kachur, of Soundscape Engineering, provided information on how she determined that the proposed vinyl fencing will be more than sufficient to block the sound from dogs barking outside and that the requirements of the ordinance have been met. She added that the existing vegetation will help with reducing the sound of the dogs to the residential properties to the north. Commissioner Mortensen questioned if installing an 8-foot fence would reduce the sound even further. Ms. Kachur stated that adding two more feet to the fence, would make a "just noticeable" difference.

  There was a discussion regarding the fencing material. Ms. Kachur was not able to test with the proposed fencing material; however, because it is thicker than what she used, and has a tongue and groove system, this is more favorable than her testing.

- This one use will require all of the existing parking on this site so if there is a new tenant or occupant of the building in the front, the parking lot would need to be expanded.

- He suggested there be repairs made to the parking lot pavement. The property owner was present and he stated he will be repaving the parking lot.

- The cross access easement to the west is shown as an emergency access only. Ms. VanMarter stated it should be a shared access. Staff will work with the two property owners and the City attorney to facilitate this.

- The sizes of the proposed greenbelt and parking lot trees shall be provided.

- The floodlights must be removed as part of this project.

- The existing, non-conforming pole sign should be removed and replaced with a ground sign. Because the applicant is not the property owner, she would not be responsible for replacing the sign.

Mr. Markstrom reviewed his letter of November 7, 2018.

- The existing parking lot pavement is in poor condition. The petitioner should include replacing the existing parking lot within the scope of the project. Parking lot improvements should be shown on the site plan.

- Curb and drainage structures should be included around the parking lot perimeter to control storm-water and vehicle access to the site.

- In reference to his letter from August 16, 2018, surface water runoff from the play area will not be permitted, as this represents an illicit discharge to the natural storm water drainage system. The applicant has provided information on the K9 grass they are proposing and it was detailed; however, the petitioner should include documentation on how they plan to manage surface water runoff including documentation on the underlying soil and its suitability for infiltration. If soil will not be suitable for downward infiltration, additional containment may be required to prevent illicit discharge.

The requirements of the Brighton Area Fire Authority have been met.

The call to the public was made at 7:56 pm.

Mike Aubert, lives in The Landings at Rolling Ridge. He is also a Board Member of the association. He believes that the residents will hear this business, and that is not his concern, but he is concerned that it is going to be irritating and annoying.

Ms. Sharon Schmitz stated there is so much rural area in Genoa Township and asked why this has to be near a residential area.

Ms. Kimberly Kucisk is a member of the Board of The Landings at Rolling Ridge. She is a realtor and stated that this will drop their property values. She would like the Board of the association to be able to bring in their own sound expert. The Planning Commission advised Ms. Kucisk that the applicant's consultant's report is on the website and can be reviewed.

Ms. Carol Bedard stated that their community sits in a basin and the water already runs off to their property. She is concerned with the bacteria from the dog waste entering into the ground.

The call to the public was closed at 8:18 pm

Moved by Commissioner Mortensen, seconded by Commissioner Grajek, to recommend to the Township Board approval of the Special Use Permit for a business known as Dog Town and Kitty City to operate a daycare for pets, subject to the following:

- The owner will acknowledge, in writing, the loss of parking, which may prohibit commercial use of the building to the south of the site.
- This recommendation is made because the Planning Commission finds that it meets the requirements of Section 19.03 of the Township Ordinance for properties zoned General Commercial.
- A study provided by a licensed sound engineer indicates that the maximum noise levels will be below ordinance levels from both the inside and outside of the building
- The Planning Commissioner finds that the use is compliant with conditions of Section 17.02.02 of the Township Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion carried unanimously.

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

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

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

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

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

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

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

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

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

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

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

The call to the public was closed at 10:00 pm.

Moved by Commissioner Mortensen, seconded by Commissioner Rauch, to recommend to the Township Board approval of the Environmental Impact Assessment dated October 3, 2018 for the addition and parking lot expansion to the existing Community Bible Church. **The motion carried unanimously.**

Moved by Commissioner Mortensen, seconded by Commissioner Rauch, to approve the Site Plan dated October 2, 2018 for Community Bible Church, subject to the following:

- The easement language for the sidewalk should be submitted to Township staff for review and approval.
- The requirements in the Township engineer's letter dated November 7, 2018 shall be met, with special reference being made to the traffic mitigation plan submitted.
- The requirements of the Brighton Area Fire Authority's letter dated November 8, 2018 shall be met.
- The minor inconsistency between the landscape plan and table will be corrected.
- The renderings and building materials reviewed this evening area acceptable to the Planning Commission and will become Township property. Although the metal paneling exceeds the ordinance maximum, the Planning Commission finds the building is attractive, these are high quality materials, and is keeping with and will enhance the Grand River corridor in the immediate vicinity. The metal is placed in an area of potential future expansion of the building.
- The shared access easement for Harte drive shall be provided prior to issuance of land use permit.

The motion carried unanimously.

ADMINISTRATIVE BUSINESS

- Staff Report

Ms. VanMarter had nothing to report.

Approval of the October 9, 2018 Planning Commission meeting minutes

There were typographical errors noted by Commissioner McCreary.

Moved by Commissioner McCreary, seconded by Commissioner Rauch, to approve the minutes of the October 9, 2018 Planning Commission Meeting with the changes noted. **The motion carried unanimously.**

- Member Discussion

Chairman Brown suggested that when a Commissioner is going to vote "no" on a motion, they should advise the applicant and the other Commissioners prior to the vote.

- Adjournment

Moved by Commissioner Rickard, seconded by Commissioner Mortensen, to adjourn the meeting at 10:18 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary