

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION PUBLIC HEARING  
MARCH 10, 2025  
MONDAY  
6:30 P.M.  
AGENDA**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**DECLARATION OF CONFLICT OF INTEREST:**

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

**OPEN PUBLIC HEARING #1...** Consideration of an amendment to the Summerfield Pointe Planned Unit Development agreement, final condominium site plan and environmental impact assessment to convert the project from (140-units) attached condominiums to single family detached homes (108-units). The project is located on Lawson Drive, north of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.

- A. Recommendation of PUD agreement
- B. Recommendation of Environmental Impact Assessment (02-14-25)
- C. Recommendation of Final Site Plan (02-14-25)

**OPEN PUBLIC HEARING #2....** Consideration of a special use, site plan and environmental impact assessment for a proposed 15,231 building addition and parking lot of improvements for Three 60 Roto. The property is located at 741 Victory Drive, on the east side of Victory Drive, south of Grand River Avenue. The request is submitted by Neil Ganshorn, Rand Construction.

- A. Recommendation of Special Use Application
- B. Recommendation of Environmental Impact Assessment (01-21-25)
- C. Recommendation of Site Plan (02-18-25)

**OPEN PUBLIC HEARING #3...** Consideration of Zoning Ordinance text amendments to Article 7 “Commercial and Service Districts”, Article 14 “Parking and Loading-Unloading Standards” and Article 18 “Site Plan Review” in regards to drive through restaurants.

- A. Recommendation of Zoning Ordinance Amendment to Article 7 “Commercial and Service Districts”, Article 14 “Parking and Loading-Unloading Standards” and Article 18 “Site Plan Review”.

**OPEN PUBLIC HEARING #4...(REQUEST TO BE POSTPONED TO THE APRIL 14, 2025 PLANNING COMMISSION MEETING)** Consideration of a Zoning Ordinance text, amendments to Article 13 entitled “Environmental Protection Regulations”.

- A. Recommendation of Zoning Ordinance Amendments to Article 13 entitled “Environmental Protection Regulations”.

**OPEN PUBLIC HEARING #5...** Review and comment of Master Plan Update Scope and Community Engagement Strategy.

**ADMINISTRATIVE BUSINESS:**

- Staff Report
- Approval of February 10, 2025 Planning Commission meeting minutes
- Member discussion
- Adjournment

<p>*Citizen’s Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented. Anyone speaking on an agenda item will be limited to 2 minutes.</p>
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**GENOA CHARTER TOWNSHIP**  
**Application for Site Plan Review**

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

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

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

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

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

OWNER EMAIL: healyhomes@comcast.net

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

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

Property is vacant.

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

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

**I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE  
PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.**

BY: Jack Healy


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

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

1.) Jack Healy of Healy Homes at Summerfield LLC at healyhomes@comcast.net  
Name Business Affiliation E-mail Address

### FEE EXCEEDANCE AGREEMENT

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

SIGNATURE:  DATE: 9/27/22  
PRINT NAME: Jack Healy PHONE: \_\_\_\_\_  
ADDRESS: 32696 Sleeth Rd, Commerce Twp., MI, 48362



## GENOA CHARTER TOWNSHIP APPLICATION Planned Unit Development (PUD)

APPLICANT NAME: Healy Homes at Summerfield LLC

APPLICANT EMAIL: healyhomes@comcast.net

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

OWNER'S NAME: Jack Healy

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

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

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

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

EXPLAIN Existing Summerfield Pointe PUD, developed by Healy Homes at Summerfield, LLC.

The undeveloped portion proposed to be amended is owned by Healy Homes at Summerfield, LLC.

A portion of the original PUD property was previously deeded to Genoa Township for use as a Nature Preserve.

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

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

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

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

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

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

Original PUD - 60.46 Acres

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

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

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

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

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

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

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

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

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

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

APPLICANT: Healy Homes at Summerfield LLC

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

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

APPLICABILITY OF PUBLIC VS. PRIVATE ROAD STANDARDS

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

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

SEE ATTACHED.

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

SEE ATTACHED.

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

SEE ATTACHED.

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

SEE ATTACHED.

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

SEE ATTACHED.

## AFFIDAVIT

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

By: Jack Healy

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

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

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

## FEE EXCEEDANCE AGREEMENT

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

PROJECT NAME: Summerfield Pointe Estates

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

Amendment to approved PUD plan

SIGNATURE: Jack Healy

DATE: 9/27/22

PRINT NAME: Jack Healy

PHONE: (248) 684-1699

COMPANY NAME & ADDRESS: Healy Homes at Summerfield LLC

## APPLICABILITY OF PUBLIC VS. PRIVATE ROAD STANDARDS

1. Explain how there will be no need for the roadway to be dedicated as a public road in the future.  
*Private roads are approved within the Summerfield Pointe PUD. Proposed private roads will connect Lawson Drive extension through Summerfield Pointe to Aster Boulevard, both private roads. All future maintenance and improvements on this road will be performed by the condominium association for the development.*
  
2. Explain how dedication of the road as a public street would not result in continuity in the public street system at the present time or in the future.  
*Private roads within the PUD are approved to provide continuity of the existing private road system from Lawson Drive in Summerfield Pointe, to Aster Blvd. within the adjacent Lakewood Knolls No. 2 PUD development. The existing connecting roads are private and the connections do not provide continuity of the public street system.*
  
3. What uses (number of residential units, number of buildings, etc) will have access from the private road. Will the expected traffic volumes along the roadway be below three hundred vehicles per average weekday, based on accepted trip generation figures?  
*Per proposed traffic impact study analysis for "Stone Edge Pointe PUD" and dated August 31, 1999, the projected peak hour traffic for the development is expected in the P.M. hours with 102 vehicles entering, and 61 vehicles exiting.*

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

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

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

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

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

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

**Moved** by Ledford, supported by Lowe, to approve the Final PUD Plan dated May 30, 2023 with the following conditions:

1. Township staff and applicant will work with the Livingston County Road Commission to determine if they will agree to allow the installation of the sidewalk along Dorr Road as depicted on the plan.
2. The applicant shall address the conditions comments provided in the review letters of the engineer, planner, fire marshal, Drain Commissioner, and Livingston County Road Commission.
3. The applicant must work with Township staff to ensure that significant aesthetic enhancements are made to the primary corner intersection at Grand River Avenue and Dorr Road. The conversion of the pond from detention with water fountain to infiltration basin with standpipe, overflow spillway and retaining wall all visible from the roadway must be aesthetically improved. This may involve the addition of a water feature, signage, decorative walls, enhanced landscaping, and improved seed mix or sod, etc. Township staff may consult with the Planning Commission on final design of the intersection enhancements if necessary. No permits shall be issued for any work on the site until the intersection enhancement plan is approved and incorporated into the PUD Agreement.

**The motion carried unanimously.**

5. **Consideration of a recommendation for approval of an amendment to the Summerfield Pointe Planned Unit Development Agreement, preliminary condominium site plan and environmental impact assessment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums. The project is located on Lawson Drive, North of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.**
  - A. **Disposition of PUD Agreement Amendment**
  - B. **Disposition of Environmental Impact Assessment (9-26-22)**
  - C. **Disposition of Preliminary Site Condominium Plan (9-26-22)**

Mr. Wayne Perry of Desine, Inc. and Mr. Jack Healy were present. Mr. Perry provided a review of the development and what is being proposed this evening.

Mr. Healy stated the 12 new attached condominiums will have a separate homeowner's association from the existing condominiums and the single-family homes. The single-family homes will share their winter and landscaping maintenance; however, the outside of the buildings will be done by each individual owner. He noted that pools and play structures are allowed for these homes.

Mr. Healy agrees to all the conditions outlined by the Planning Commission during their recommendations.

Ms. VanMarter advised the public that this approval is for conceptual site plan approval and final plans and documents will need to be brought before the Planning Commission and Board for review and approval.

**Moved** by Hunt, supported by Lowe, to approve the amended PUD Agreement revised on June 1, 2023 with the following conditions:

1. The language and gate for the emergency access gate shall be approved by the Brighton Area Fire Authority.
2. Language shall be added to include that snow does not block the cross-access gate in the wintertime.
3. The petitioner shall make all the updates to the PUD Agreement per Township Staff's markup copy.

**The motion carried unanimously.**

**Moved** by Lowe, supported by Ledford, to approve the Environmental Impact Assessment dated May 12, 2023 with the following conditions:

1. The language for the emergency access gate shall be approved by the Brighton Area Fire Authority.
2. Traffic from construction for the site development and the homes will not use that cross access.
3. Language shall be added to include that snow does not block the cross-access gate in the wintertime.

**The motion carried unanimously.**

**Moved** by Hunt, supported by Croft, to approve the Conceptual PUD Plan dated June 1, 2023 with the following conditions:

1. Final Site Plan shall depict the proposed gate and Knox Box to block the cross access but allow emergency access.
2. Language shall be added to include that snow does not block the cross-access gate in the wintertime
3. The petitioner shall address all comments in the planner's and engineer's letters dated June 14, 2023 and Brighton Area Fire Authority's letter dated June 9, 2023.
4. Prior to submittal for Final Condominium Plan review, site plan exceedance fees must be paid in full.

**The motion carried unanimously.**

6. **Request for an amendment to Resolution #5 pursuant to MCL 41.724, to approve an adjustment to the roll for the McNamara Road Improvement Special Assessment District for a project cost increase of \$6,835.00 to be spread equally among the property within the district for the remaining years. (Roll Call)**

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
May 8, 2023  
6:30 P.M.  
MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:30 p.m. Present were Chris Grajek, Diana Lowe, Marianne McCreary, Eric Rauch, Tim Chouinard, Jeff Dhaenens and Glynis McBain. Also present was Planning Director Amy Ruthig, Brian Borden of Safebuilt and Shelby Byrne of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to approve the agenda as presented. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC:

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

OLD BUSINESS:

**OPEN PUBLIC HEARING # 1...**Consideration of an amendment to the Summerfield Pointe Planned Unit Development Agreement, preliminary condominium site plan and environmental impact assessment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums. The project is located on Lawson Drive, North of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.

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

Mr. Wayne Perry of Desine, Inc. and Mr. Jack Healy were present. Mr. Healy stated that his PUD Agreement and the master deed of the adjoining Hampton Ridge Condominiums both state that the roads should be connected. He is proposing to connect the two roads; however, he agreed to build a gate between the two neighborhoods to allow for emergency vehicle access. He met with the Board of the condominiums and they agreed to have the roads connected if there is a gate installed.

Mr. Perry stated a revised plan was not submitted for this meeting. They will be revising it to include the connected road and the gate as well as the Knox Box details. They will also be submitted an updated PUD Agreement.

Chairman Grajek noted no new letters were received from the planner, engineer or the fire marshal.

Commissioner McBain questioned the landscaping issues that were discussed at previous meetings. Mr. Perry confirmed that the Summerfield Pointe Estates Condominium Association will be required to provide all lawn mowing and maintenance on both the privately owned unit areas as well as on all common areas. Language in the documents will be coordinated to specify this requirement.

Commissioner McCreary suggested that the Hampton Ridge Board submit a letter advising the Township that they are in favor of connecting the roads if a gate is installed.

The call to the public was opened at 6:43 pm.

Ms. Liz Hoover 661 Abbington Court is on the Board and they did have a video meeting with Mr. Healy. They did tell him of their concerns regarding the different lifestyles that single-family residents would bring instead of condominium owners. She stated that Mr. Healy told them the homes can be sold for more than the condominiums. They are requesting the Township reject the proposed change in housing style as it would change the outdoor living style in that area, but they would ask the Township approve the gate with the Knox Box. She stated the Board can provide a letter as suggested by Ms. McCreary.

Ms. Peggy Stewart of 4067 Kirkway Ct. does not understand why there is a need to connect the road and put a gate at Aster Boulevard. There are other roads that emergency vehicles can use to access the neighborhoods.

Ms. Joy Morten 4448 Aster Boulevard stated her condominium abuts the expansion. The trees behind her home have been removed and she can hear all the noise from the freeway. She would like the existing trees to not be taken down. She agrees with the gate being installed if the developments need to be connected.

Ms. Jeanine Gazley of 709 Abbington Court is concerned about the protection of the ponds. She also questioned what happens if the economy goes down and the homes cannot be built.

Ms. Jamie Schingeck of 4441 Aster Boulevard appreciates the response to her concern regarding the lawn care; however, she is still concerned that this can be changed. Residents in single-family homes have a different lifestyle than those in condominiums. She would like to see the changes be denied.

The call to the public was closed at 6:51 pm.

Chairman Grajek advised the public that the property owner has the right to develop the property as it was originally approved. This plan was approved prior to the adjoining condominiums being built. The developer has made changes to accommodate the neighbors' requests.

Mr. Healy advised that the financing is the reason they have changed to single-family homes. Since 2008, it is very difficult for buyers to obtain mortgages on condominiums that have not been built. He believes that the people that will buy these homes will be in favor of having their property maintained by the association instead of having to do it themselves so the landscaping rules in the Master Deed should not change. Commissioner McCreary stated that any Master Deed changes require 66 ⅔ of the property owners to agree to the change. It is very difficult.

Mr. Healy stated that it will be difficult to save all the existing trees when these homes are built. The detailed landscaping plan will be developed at the time of final site plan approval.

Commissioner McCreary stated that at a previous meeting a member of the public noted that they pile their snow at the end of the dead end where the road will be connected. That will not be able to be done any longer.

**Moved** by Commissioner Rauch, supported by Commissioner Lowe, to recommend to the Township Board approval of the Summerfield Pointe PUD Agreement Amendment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums for Healy Homes of Summerfield, LLC., with the following conditions:

- Language shall be added to include the proposed gate and Knox Box to block the cross access, but allow emergency access. The language and gate shall be approved by the Brighton Area Fire Authority.
- Language shall be added to include the consolidation of lawn care to be completed by the association and performed one day a week.
- Traffic from construction for the site development and the homes will not use that cross access
- Language shall be added to include that snow does not block the cross-access gate in the wintertime
- The petitioner shall receive a letter from the Board of Hampton Ridge showing their support of the gate
- The petitioner shall make all the updates to the PUD Agreement per Township Staff's markup copy

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, supported by Commissioner Dhaenens, to recommend to the Township Board approval of the Environmental Impact Assessment dated September 26, 2022 to reduce the project from 140 attached condominiums to 102 single family detached homes

and 12 attached condominiums.to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums for Healy Homes of Summerfield, LLC, with the following conditions:

- Language shall be added to include the proposed gate and Knox Box to block the cross access, but allow emergency access. The language and gate shall be approved by the Brighton Area Fire Authority.
- Traffic from construction for the site development and the homes will not use that cross access
- Language shall be added to include that snow does not block the cross-access gate in the wintertime
- The petitioner shall receive a letter from the Board of Hampton Ridge showing their support of the gate

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, supported by Commissioner Lowe, to recommend to the Township Board approval of the Preliminary Site Condominium Plan dated September 26, 2022 to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums.to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums for Healy Homes of Summerfield, LLC, with the following conditions:

- Final Site Plan shall depict the proposed gate and Knox Box to block the cross access, but allow emergency access.
- Language shall be added to include that snow does not block the cross-access gate in the wintertime
- The petitioner shall receive a letter from the Board of Hampton Ridge showing their support of the gate
- The petitioner shall address all comments in the planners, engineers, and Brighton Area Fire Authority's letters

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #2...**Consideration of a sketch plan for a proposed camp “giant swing” and a high ropes course for the Our Lady of the Fields located at 7000 McClements Road, south side of McClements Road, between Kellogg and Euler Roads. The request is petitioned by Chaldean Catholic Church of the United States.

A. Disposition of Sketch Plan (4-10-23)

Mr. Wayne Perry of Desine, Inc., Mr. Jim Berigan of Our Lady of the Fields Campground, and Ms. Kimberly Hamman, the attorney for Our Lady of the Fields Campground, were present. Mr. Berigan stated they are requesting to build a giant swing with 36 foot high poles. They have received approval from the ZBA for the height and they are requesting sketch plan approval this evening.

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
April 10, 2023  
6:30 P.M.  
MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:30 p.m. Present were Chris Grajek, Diana Lowe, Marianne McCreary, Tim Chouinard, Jeff Dhaenens and Glynis McBain. Absent was Eric Rauch. Also present was Planning Director Amy Ruthig, Brian Borden of SafeBuilt and Shelby Byrne of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner McCreary, seconded by Commissioner Lowe, to approve the agenda as presented. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC:

The call to the public was made at 6:31 with no response.

OLD BUSINESS:

**OPEN PUBLIC HEARING # 1...**Consideration of an amendment to the Summerfield Pointe Planned Unit Development Agreement, preliminary condominium site plan and environmental impact assessment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums. The project is located on Lawson Drive, North of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.

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

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

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

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

1. PUD Amendment:

- a. The applicant proposes to construct 102 detached residential units and 12 attached condominiums in lieu of the 140 attached units that are included in the approved PUD.
- b. Dimensional deviations are sought for lot width, lot area, and combination of side yard setbacks.
- c. The applicant must address any comments provided by Township staff and/or the Township Attorney on the draft PUD Agreement.

2. Preliminary Condominium Plan:

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

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

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

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

the private road requirements in the Genoa Township Engineering Standards and make sure all requirements are met. Engineering Design Standards allow a minimum horizontal curve radius of 150 feet for roads with a posted speed limit of twenty-five miles per hour or less. This should be addressed on the final site plan.

3. The intersection radii are currently shown as 27 feet. Genoa Township Engineering Design Standards require a minimum intersection radius of 30 feet.
4. Low spots within intersections are not allowed. More spot elevations should be used at proposed intersections to show that drainage is being carried away from the intersection.
5. After final site plan approval, the Petitioner will be required to submit construction plans to MHOG Sewer and Water Authority for review and approval.
6. The Existing and Proposed Utility Structure Inventories on UT 7 are inconsistent with the calculations and the utility plans. This should be addressed on the final site plan.
7. The proposed PUD Amendment notes in Article II, note 4, indicate that installation of drainage facilities for the future phase have been completed, and that the Developer shall have no obligation to install further stormwater drainage facilities for future phases. The Township does not have the final authority to waive improvements to the existing drainage facilities. Since the previous site plan with multi-family units was approved, the Livingston County Drain Commissioner (LCDC) has updated their design standards and may require that the future phases of this development are brought into compliance with the new updated LCDC Procedures and Design Criteria for Stormwater Management Systems.
8. The existing on-site detention basin was designed using the previous LCDC Standards. The Petitioner should work with the Drain Commissioner to determine if their existing detention pond will need to be revised to conform to the new standard. Evidence of approval from the LCDC should be provided to the Township prior to final site plan review.
9. The final site plan must include SESC measures for review and approval. SESC details should be included and should match LCDC Standards.
10. The LCDC requires that the "Land Use Summary Table" found in Appendix J of their updated LCDC Procedures and Design Criteria for Stormwater Management Systems be included on the cover sheet of the construction plans.
11. CB 132B on the storm sewer calculations is labeled as FES 303 on the utility plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Moved** by Commissioner Dhaenens, seconded by Commissioner Chouinard, to postpone Public Hearing #1, an amendment to the Summerfield Pointe Planned Unit Development Agreement, preliminary condominium site plan and environmental impact assessment to reduce the project from 140 attached condominiums to 102 single family detached homes and 12 attached condominiums until the May 8, 2023 Planning Commission meeting. **The motion carried unanimously.**

#### NEW BUSINESS:

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

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

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

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

Commissioner McCreary questioned how vapors or odors from the chemicals will be contained so they are not toxic to the neighbors. Ms. Calloway stated most of their chemicals are completely odorless. They have 24/7 ventilation. They will be using the same system that was used by the previous building owner. Also, they are not regulated by the EPA because of the type of chemicals they use.

**Moved** by Commissioner Rauch, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Special Use Application for the storage of hazardous materials for Bottcher Systems located at 1349 Grand Oaks Drive as this Commission finds that the conditions in Sections 19.03 and 19.07 of the zoning ordinance have been met. This recommendation is conditioned on the following:

- All concerns from the Township Engineer and Brighton Area Fire Marshal regarding facilities and services must be met to their satisfaction.

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, seconded by Commissioner Lowe, to recommend to the Township Board approve of the Environmental Impact Assessment dated October 18, 2022, for the storage of hazardous materials for Bottcher Systems located at 1349 Grand Oaks Drive, as the applicant has demonstrated their compliance with the requirement for secondary containment. This recommendation is conditioned upon the following:

- The applicant must obtain any outside permits necessary and required for this type of operation.

**The motion carried unanimously.**

**Moved** by Commissioner Rauch, seconded by Commissioner Dhaenens, to recommend to the Township Board approval of the Sketch Plan dated August 1, 2022 for the storage of hazardous materials for Bottcher Systems located at 1349 Grand Oaks Drive, conditioned upon the following:

- The petitioner shall update the landscaping, specifically the front yard greenbelt
- The petitioner shall upgrade the lighting with wall mounted lighting fixtures.
- All repairs to impervious surfaces shall be made to the satisfaction of Township Staff, including parking space striping and correct number of barrier free spaces.
- The petitioner shall make any other miscellaneous improvements as determined by Township Staff

**The motion carried unanimously.**

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

A. Recommendation of PUD Agreement Amendment

B. Recommendation of Environmental Impact Assessment (9-26-22)

C. Recommendation of Preliminary Site Condominium Plan (9-26-22)

Mr. Wayne Perry of Desine Engineering and Mr. Jack Healy were present. Mr. Perry provided a review of the request. The prior approval was for 192 single-family attached condominiums; however, they would like to modify the agreement from the original 56 attached single-family condominium units and 102 detached single-family condominium units. The general road network and utilities are the same as the previous plan. He presented the site plan and reviewed the proposed changes.

Mr. Borden reviewed his letter dated November 8, 2022.

1. PUD Amendment:

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

2. Preliminary Condominium Plan:

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

3. Private Road:

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

Ms. Byrne reviewed her letter dated November 9, 2022.

She noted that this is a conceptual plan and will be reviewed in more detail during the final site plan review; however, since the applicant provided a lot of detail on this plan, she provided the following comments:

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

- After final site plan approval, the petitioner will be required to submit private road construction plans to the Township for review and approval. The Petitioner should review the private road requirements in the Genoa Township Engineering Standards and make sure all requirements are met. Engineering Design Standards allow a minimum horizontal curve radius of 150 feet for roads with a posted speed limit of twenty-five miles per hour or less. This should be addressed on the final site plan.
- The intersection radii are currently shown as 27 feet. Genoa Township Engineering Design Standards require a minimum intersection radius of 30 feet.
- Low spots within intersections are not allowed. More spot elevations should be used at proposed intersections to show that drainage is being carried away from the intersection.
- After final site plan approval, the Petitioner will be required to submit construction plans to MHOG Sewer and Water Authority for review and approval.
- The Existing and Proposed Utility Structure Inventories on UT 7 are inconsistent with the calculations and the utility plans. This should be addressed on the final site plan.
- The proposed PUD Amendment notes in Article II, note 4, that installation of drainage facilities for the future phase have been completed, and that the Developer shall have no obligation to install further stormwater drainage facilities for future phases. The Township does not have the final authority to waive improvements to the existing drainage facilities. Since the previous site plan with multi-family units was approved, the Livingston County Drain Commissioner (LCDC) has updated their design standards and may require that the future phases of this development are brought into compliance with the new updated LCDC Procedures and Design Criteria for Stormwater Management Systems.
- The existing on-site detention basin was designed using the previous LCDC Standards. The Petitioner should work with the Drain Commissioner to determine if their existing detention pond will need to be revised to conform to the new standard. Evidence of approval from the LCDC should be provided to the Township prior to final site plan review.
- The final site plan must include SESC measures for review and approval. SESC details should be included and should match LCDC Standards.
- The LCDC requires that the "Land Use Summary Table" found in Appendix J of their updated LCDC Procedures and Design Criteria for Stormwater Management Systems be included on the cover sheet of the construction plans.
- CB 132B on the storm sewer calculations is labeled as FES 303 on the utility plans.

The Brighton Area Fire Authority Fire Marshal's letter dated October 19, 2022 states all outstanding issues have been met.

Commissioner McCreary asked if this would be added to the existing condominium association. Mr. Perry stated this new development would be its own association; however, they would follow the same bylaws of the existing association and after completion, they would all be under one condominium umbrella.

Commissioner Rauch stated the plan that was previously approved was 140 units. Under traditional zoning, without the PUD Agreement, it would allow 131 units. The applicant is requesting 102 detached units this evening.

Ms. VanMarter provided the public the process of this approval, noting that this could be the first of possibly four meetings and could take several months to complete.

The call to the public was opened at 7:36 pm.

Ms. Jamie Schingeck of 4441 Aster Boulevard is concerned about the difference in the HOA's. Her condominium has very strict bylaws and the new association's bylaws have differences in lawn care, pets, fireworks, etc.

Ms. Carrier Carter of 4464 Aster Boulevard stated their roads are private and they pay for them. She is concerned about construction traffic as well as safety. Cutting down the trees will affect the wildlife.

Karen of 4697 Summer Ridge Drive questioned if her condominium association could be separate from the single-family homes. She asked if they will look identical and if the Township has details of what is being built. She would like them to be the same. She questioned why it took 16 years to finish this development.

Ms. Ann Streeter who is on the Board of the Hampton Ridge HOA stated she would like this project to be redesigned so it does not connect to Aster Boulevard. Due to the new traffic light on Latson, many drivers use Aster so this new development will increase this traffic. If they still connect to Aster, her HOA would like some money to be given to them toward the purchase of speed bumps.

Ms. Lori Rowe at 4476 Aster Boulevard is concerned with the construction drive egress, which is being proposed to be Aster Boulevard. It is a shorter distance from Grand River to the development site than off of Latson.

Ms. Pat Anderson of 4280 Hampton Ridge is concerned with the density. Westbury Apartments are also being expanded. There will be a lot of people roaming through the neighborhood. There will also be mature trees that will be taken down.

Ms. Jeanine Gazley of 709 Abbington Court is one of the residents whose view will be looking directly at the new development. She is concerned that the trees will be taken down. She questioned how the two associations will work together.

Mr. Ron Watson of 4460 Aster Boulevard does not believe this project should be approved with the connection to Aster. It will be a major safety factor. Speed bumps are not a solution.

Mr. Larry Limonoff of 4363 Aster Boulevard is concerned that Aster is a private road, and they pay to maintain it and other residents will be using it.

Ms. Susan Gardner of 4355 Aster Boulevard stated that the roads are private and they are narrow. There is no on-street parking and the speed limit is very slow. It was never meant to be a throughway. Kids play on the road, people walk their dogs, they jog, etc. If fire and safety was a concern when the connection was first designed 20 years ago, the homes can have fire suppression instead of the need for two accesses.

Ms. Martha Pappas of 757 Abbington Court lives where Aster ends. There will be constant traffic on Aster Boulevard.

Gary Laundroche of 4689 Summer Ridge Drive stated they have met many times with Mr. Healey and he worked with their association to address their concerns. They will be working on how best to incorporate the single-family homes into their association. He is in support of this development.

Ms. Ruthig read the public comment letters and emails that were received after the packet was published.

- Ms. Ann Streeter who spoke this evening is against this proposal.
- Ms. Janeen Mussleman is not in favor of this project. The road connection would negatively impact their neighborhood by increasing traffic, cause backups at the traffic light at Latson Road, and cause safety issues. Their association pays for their roads. Removing the trees for this development will displace local wildlife
- Ms. Christie LePoint is not in favor of this project.
- Mary Lynn Buzzell of 741 Abbington Court is concerned with the connection to Aster Boulevard as it is a private road and maintenance is paid by the Hampton Ridge unit owners, children ride their bikes and scooters along the streets and sidewalks so it is a safety issue, and the Master Plan calls for the preservation of wooded areas and the amount of trees that will be replaced is not sufficient. She questioned because the agreement is with a different owner and is 20 years old, is it still valid.
- Sandra send an email stating her opposition to the project, stating they pay for the road, there are a lot of accidents at the light on Latson, there is a long wait at that light and she will sell if this is approved
- Ms. Susan Gardner, who spoke this evening is against this proposal.

- Mr. Charles Tinsley of 4324 Hampton Ridge is against the road connection for these communities. It will increase traffic and cause safety concerns.

The call to the public was closed at 8:03 pm

Commissioner Rauch believes the major complexity of this project is that it was conceived and began 19 years ago and a lot has changed since that time with regard to traffic. He would like a comprehensive traffic study to be done to determine if it is appropriate at this time to connect these two developments.

Commissioner Dhaenens advised the members of the public that Mr. Healey has met with the current association and has listened to and accommodated their concerns. He agrees with the need for a traffic study.

Chairman Grajek noted that this new roadway will also add a way for residents in Hampton Ridge to access Grand River by traveling onto Lawson Drive.

Mr. Perry stated he and Mr. Healey are listening to the concerns of the residents. He showed the original plan from 2002, noting that the road network is approved with 192 attached condominiums. This can be built as approved. When this was developed, the connection to Aster Boulevard was requested by the Township; however, he does agree with Commissioner Rauch that things have changed since that time. They have changed the plan by moving the roadway further away from the Hampton Ridge Development and saving more trees. They are requesting to reduce the density of an already approved project. They will do a traffic study with the approved plan and their proposed plan and it will show that the traffic will be less with the new plan than what is already approved because it is less dense. In the existing development, Mr. Healey has agreed to build the new buildings to match exactly the existing buildings. There is a large area of open space that has been given to the Township as part of the original plan. He showed it on the site plan.

Commissioner Rauch questioned if the developer can start building what was originally approved in 2002. Ms. VanMarter stated her interpretation of the ordinance is that the existing site plan is expired and the applicant would need to come back before the Planning Commission for review. Mr. Perry noted that the PUD Agreement is still in place. Ms. VanMarter agreed.

Commissioner Rauch stated that having a traffic study could provide information that could show how the connecting of these two developments could be positive.

Commissioner Chouinard does not agree with the construction traffic using Aster Boulevard. He would like the connection to be made at the end of the project. Mr. Perry stated the construction traffic can use Lawson Drive.

Mr. Perry asked for feedback regarding the deviations that they have requested. Mr. Rauch is in favor of the width of the road as it matches the existing ones. Commissioner McCreary is concerned with the private road being used by many additional vehicles.

Commissioner McBain stated the issue is this was anticipated to be all built at one time 20 years ago. She knows this will impact all of the existing residents and private roads. She reiterated the concerns of the member of the public who spoke about the differences in the restrictions in the two different condominiums. She would like the developer to investigate that portion of the by-laws.

Mr. Perry requested to have this item postponed until the next Planning Commission meeting so they can address the issues discussed this evening.

**Moved** by Commissioner Lowe, seconded by Commissioner Dhaenens, to postpone Open Public Hearing #2 until the next regularly-scheduled Planning Commission meeting. **The motion carried unanimously.**

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

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

Mr. Ken Elphinstone and Ms. Stephanie Konker were present. They have reviewed the comments from the consultants and they can remove the proposed deck. This is a small business and only cars will be accessing the gravel driveway; however, they can widen it if necessary. The gravel area is only for cars to park and bring in boxes. There are no large delivery vehicles. Having gravel instead of a hard surface will not affect the stormwater runoff.

Mr. Borden reviewed his letter dated November 9, 2022.

1. Use of gravel, instead of hard-surfacing, requires approval by the Planning Commission based on review and recommendation of the Township Engineer.
2. The proposed drive does not meet the minimum width required by Ordinance for one-way travel, and the design necessitates two-way travel.
3. We request the applicant explain the intended purpose of the 30' x 20' gravel area at the rear of the building. Mr. Borden wanted to ensure that this is not used for outdoor storage.
4. If the accessory building shown in aerial photos is still present, it must be added to the plan. The applicant noted it has been taken down.
5. The Commission may wish to request a turning template for access to/from the waste receptacle. The applicant stated they could relocate this to the other side. Mr. Borden said if that is done, the parking spaces in front of it should be marked for employee parking only.



March 5, 2025

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Amy Ruthig, Planning Director
<b>Subject:</b>	Summerfield Pointe Estates – Final PUD Site Plan Review #2
<b>Location:</b>	Lawson Drive, north of Grand River Avenue
<b>Zoning:</b>	MUPUD Mixed Use Planned Unit Development

Dear Commissioners:

At the Township's request, we have reviewed the revised final PUD site plan submittal (plans dated 2/14/25) for Summerfield Pointe. The phased project entails 102 detached single-family site condominium units and 12 attached condominium units along private roads (both of which are extensions of existing roadways).

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance, including the standards of Section 15.05 for the private road, and the approved conceptual PUD site plan and PUD Agreement for the final condominium plan.

#### **A. Review Summary**

##### **Private Road Review (Section 15.05):**

1. There are conditions present that warrant consideration of a private road (as opposed to public), which may be allowed via the PUD.
2. The applicant must address any comments provided by staff or the Township Attorney with respect to the Private Road Maintenance Agreement.
3. The PUD Agreement seeks dimensional deviations from conventional private road requirements for easement width, horizontal curve radius, and roadway width.
4. The design and construction requirements are subject to review and comment by the Township Engineer and Brighton Area Fire Authority.
5. The applicant must maintain 15 feet of overhead tree clearance within the width of the pavement.

##### **Final Condominium Plan Review:**

1. The applicant must address any comments from staff or the Township Attorney on condominium documents and/or PUD Agreement (our previous comments have been addressed).
2. The plans are consistent with the amended and approved PUD.
3. The Commission should consider any comments provided by the Township Engineer and/or Brighton Area Fire Authority.



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

## **B. Proposal/Process**

The applicant requests final PUD site plan review/approval for 102 detached site condominium units and 12 attached condominium units on private roads.

An amendment to the originally approved PUD was approved by the Township in 2023, including the preliminary condominium plan, and the applicant now seeks final PUD site plan review/approval, including the extension of 2 private roads. (Procedurally, the final PUD site plan serves as the final condominium plan.)

The overall project is to be developed in 4 phases, as depicted in the approved conceptual PUD site plan.

The Planning Commission is to review the final PUD site plan, amended PUD Agreement and Environmental Impact Assessment, as well as the private road plan and Private Road Maintenance Agreement, and put forth recommendations on each to the Township Board.

## **C. Private Road Review**

- 1. Public versus Private Road Standards.** The project includes an extensions of Lawson Drive and Summer Ridge Drive.

The plan does not fully comply with the standards to allow a private road (more than 500 vehicle trips per day are expected); however, as a PUD, the Township may allow modification to this requirement.

Furthermore, the existing development is accessed via private roads, so extension of such is logical in this instance.

The submittal includes a Private Road Easement and Maintenance Agreement, as required.

The applicant must address any comments provided by staff or the Township Attorney with respect to Agreement.

- 2. AASHTO Standards.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

3. **Easement Width.** The typical road cross section on Sheet DT1 depicts a 30-foot wide easement, which does not meet the current standard (66 feet).

However, the proposed easement width matches the existing private road and the applicant has requested this modification as a dimensional deviation via the PUD.

4. **Road Design.** The typical road cross section on Sheet DT1 depicts a 28-foot wide paved roadway with curb and gutter, though a minimum of 30 feet is required.

However, the proposed roadway width matches the existing private roads and the applicant has requested this modification as a dimensional deviation via the PUD.

The cross section also identifies 5-foot wide sidewalks on each side of the road, though they are outside of the easement.

5. **Maximum Length/Turnarounds.** Aside from the gated emergency access road, the proposal does not result in any dead-end roads. (Sheet DT3 includes details of the emergency access gates, as required by the 2023 approval.)

The applicant must address any additional comments provided by the Township Engineer and/or Brighton Area Fire Authority with respect to this standard.

6. **Grading.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

7. **Horizontal Curve.** The PUD Agreement includes a dimensional deviation of 50 feet from this requirement.

The applicant must address any comments provided by the Township Engineer with respect to this standard.

8. **Intersection Design.** The proposed private roads intersect with the existing roads at 90-degree angles, as required.

If favorable action is considered by the Township, it should be conditioned upon approval by the Livingston County Road Commission.

9. **Minimum Offsets.** The applicant must address any comments provided by the Township Engineer with respect to this standard.

10. **Boulevard Medians.** The proposal does not include a boulevard median.

11. **Vertical Clearance.** The applicant must maintain 15 feet of overhead tree clearance within the width of the pavement.

12. **Street Names.** As extensions of existing private roads, the street names should be acceptable; however, the applicant must address any comments provided by the Township Engineer and/or Brighton Area Fire Authority.

13. **Signs.** Street signs, including any directional and road identification signs, must be provided in accordance with the Michigan Manual of Uniform Traffic Control Devices and Road Commission standards.

**14. Yard Setback.** Aside from the gated emergency access road, the private road easement does not abut surrounding property lines.

**15. Impact Assessment.** The submittal includes an Environmental Impact Assessment, as required.

**16. Project Phasing.** The overall project is intended to be constructed in 4 phases, though the Phase 1 units currently have access via Lawson Drive. Phases 2-4 will require extension of the private roads.

#### **D. Site Plan Review**

**1. Submittal Requirements.** The submittal includes the information required at this time, including condominium documents.

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

**2. Dimensional Requirements.** The approved PUD is based on the dimensional standards of the MDR District with deviations included in the PUD Agreement for lot width, lot area and the combination of side yard setbacks.

The final PUD site plan is consistent with the approved conceptual PUD site plan in terms of the type, number and size of condominium units (both attached and detached).

**3. Buildings.** The submittal includes building elevation drawings for both the attached and detached units, including multiple variations of the detached units.

The elevation drawings are consistent with the approved PUD with front facades that are primarily brick with siding as accents, and side/rear elevations that are predominantly faced with siding with brick along the base.

**4. Pedestrian Circulation.** The project includes 5-foot wide concrete sidewalks on both sides of the roadways throughout the proposed development.

Similar to the approved PUD, the sidewalks are located within the condominium units themselves, and not within the roadway easement (as is typically the case).

The revised plan includes crosswalks at roadway intersections, as required.

**5. Vehicular Circulation.** The development includes the extension of Lawson Drive and Summer Ridge Drive, with a gated emergency access connection at Aster Boulevard.

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

**6. Landscaping.** Section 12.02.02 requires 2 street trees (canopy trees) per unit, which are provided (204).

An additional 64 trees (canopy and evergreen) are provided in open space areas.

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

The plan includes landscaping in the open space areas, as well as a play structure within the northerly open space, consistent with the approved PUD.

The Master Deed includes language identifying the open space areas as general common elements that are subject to protection in perpetuity and maintenance by the Condominium Association.

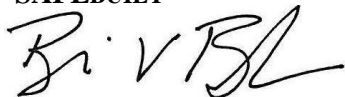
8. **PUD Agreement.** The PUD Agreement included with the submittal provides provisions on construction traffic, the emergency access gate, and lawn maintenance, as previously requested/required.

The applicant must address any additional comments provided by staff or the Township Attorney.

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

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

Respectfully,  
**SAFEBUILT**

A handwritten signature in black ink, appearing to read "B. V. Borden".

Brian V. Borden, AICP  
Michigan Planning Manager



March 3, 2025

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

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

Dear Ms. Ruthig:

Tetra Tech conducted a second review of the site plan submittal for Summerfield Pointe PUD last dated February 14, 2025. The site plan was prepared by Desine Inc. on behalf of Healy Homes at Summerfield LLC. The development is located on 60 acres on the northwest side of the existing Summerfield Pointe development located on Lawson Drive. The Petitioner is proposing 102 single-family units and three attached condo buildings with four units each. The proposed site includes storm sewer and on-site detention, as well as sanitary sewer, water main, and private road improvements. We offer the following comments:

#### **DRAINAGE AND GRADING**

1. The labeling on the grading, utility, and utility easement plans should be reviewed. There appears to be hydrant and manhole labels where no hydrants or manholes are proposed, and some valves seem to be mislabeled.
2. Rim elevation for MH 505, MH 511, and MH 501 should be shown and checked. MH 505 and MH 501 appear to have different elevations than stated in the storm sewer calculations.
3. The Livingston County Drain Commissioner (LCDC) has provided comments on the proposed final site plan. Approval from the LCDC should be obtained and provided to the Township for their records.

#### **WATER AND SANITARY**

1. An additional valve will need to be added along Summer Ridge Drive to ensure no more than 2 hydrants will be put out of service when isolating a section of water main. Maximum distance between valves should be 800 feet per MHOG requirements.

#### **TRAFFIC AND ROADWAYS**

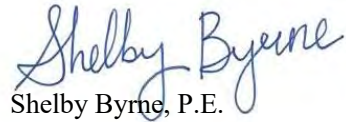
1. After final site plan approval, the Petitioner will be required to submit private road construction plans to the Township for review and approval. Engineering Design Standards allow a minimum horizontal curve

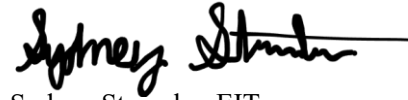
**Ms. Amy Ruthig**  
**Re: Summerfield Pointe PUD SPR 2**  
**March 3, 2025**  
**Page 2**

radius of 150 feet for roads with a posted speed limit of twenty-five miles per hour or less. The proposed speed limit should be addressed in the plans.

We recommend that the petitioner address the above comments to the Township's satisfaction prior to final site plan approval. Please call or email if you have any questions.

Sincerely,

  
Shelby Byrne, P.E.  
Project Engineer

  
Sydney Streveler, EIT  
Civil Engineering Group



# BRIGHTON AREA FIRE AUTHORITY

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

March 3, 2025

Amy Ruthig  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Summerfield Pointe PUD  
S. Latson N. of Grand River  
Genoa Twp., MI

Dear Sharon,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The digital plans were received for review on February 21, 2025, and the drawings are dated December 9, 2024, with revisions dated February 14, 2025. The project is a site plan based on the completion of a previously planned residential development and the construction of the roadway leading to the development. The applicant also requests a modification from multi-family zoning to 102 single-family residential lots. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

**The previous submittals addressed access and water supply comments. Based on the current plan, BAFA has no further comments regarding the project.**

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

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

Rick Boisvert, CFPS  
Fire Marshal

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



# Brian Jonckheere

Livingston County Drain Commissioner  
2300 E. Grand River Ave., Ste. 105  
Howell, MI 48843-7581  
Phone: 517-546-0040 FAX: 517-545-9658  
Website: [www.milivcounty.gov](http://www.milivcounty.gov) Email: [drain@livgov.com](mailto:drain@livgov.com)

January 27, 2025

Mr. Wayne Perry, P.E.  
Desine Inc.  
2183 Pless Dr.  
Brighton, MI 48114

Re: Summerfield Pointe P.U.D. Amendment  
Construction Plans  
Southeast 1/4 of Section 4  
Genoa Township

Dear Mr. Perry:

I received Construction Plans for the above referenced development on January 14, 2025. The submitted information has been reviewed for conformance with the current L.C.D.C. "Procedures and Design Criteria for Stormwater Management Systems." My comments on the proposed drainage design are as follows:

- 1.) Drainage System Ownership - The project consists of an amendment to the original Summerfield Pointe P.U.D. and includes the redesign and expansion of the stormwater detention basin constructed during the initial phase of the development. The modified basin, located within a Genoa Township Nature Preserve, will continue to discharge to an existing adjacent wetland area at the upstream end of the Latson Road Drain Drainage District. Therefore, the majority of the site shall be added to the Latson Road Drain Drainage District. Since the detention basin is located on property controlled by Genoa Township, the plans should clearly indicate who will be responsible for the maintenance of the basin and the storm sewer system flowing into it. If the maintenance is to be the responsibility of the Condominium Owners Association, a Stormwater Maintenance Agreement, similar to that found in Appendix K of the L.C.D.C. Design Criteria, should be executed with Genoa Township prior to final project approval.
- 2.) Overall Drainage Concept - The currently proposed P.U.D. amendment consists of 102 single family residential sites on 26.25 acres and 12 previously approved multi-family units within three buildings on two separate parcels totaling 2.27 acres. The proposed private roadway system has been modified slightly, however the overall stormwater management concept remains unchanged from plans submitted in 2007, with the runoff from the developed portions of the site being routed by existing and proposed storm sewers to the expanded detention basin.

- 3.) Existing Conditions Plan - The topographic information shown along the east and west property lines should be updated to reflect the existing buildings and grading located within 100 feet of the site. The pipe sizes, rim and invert elevations of the existing utilities located within and adjacent to the proposed construction area should be included on the plans.
- 4.) Watershed Plan - Though I note efforts have been made in this regard, the proposed undetained rear yard runoff flowing east toward Sunrise Park should be further reduced. It appears that a larger portion of the runoff from Sites 93 through 95 may be directed to the proposed stormwater management system. This may necessitate some work within the Township's conservation easement, which we would recommend the Township authorizing given the history of drainage issues in Sunrise Park. The proposed contours shown on Sheet WS1 should be labeled with their respective elevations.
- 5.) Stormwater Detention/Infiltration - No soil boring or infiltration testing information has been submitted with the Construction Plans. Since the site's stormwater storage is to be provided within the expanded existing detention basin and no infiltration credit has been taken in its updated design calculations, we have no objection to a waiver of the current infiltration testing requirement in this case. However, given that:
  - The existing basin bottom elevation is to be lowered by approximately 5 feet, and
  - The close vertical proximity of the wetlands to the southeast (near the Sunrise Park boat storage area) to the proposed basin bottom elevation,

We recommend that at least two soil borings or one test pit excavation be provided within the basin area to document the elevation of any underlying groundwater.

While our calculations confirm that the site's required Water Quality Volume, Channel Protection Volume and Extended Detention Volume have been correctly computed, the required 100 Year Storm storage volume should be computed using an allowable discharge rate no greater than 0.15 cfs/acre. It appears that the required 100 Year Storm storage volume, based on a discharge rate 0.15 cfs/acre and the currently proposed basin configuration, will be provided at El. 974.95. The proposed rim elevation of CS-90 should be adjusted accordingly. The following additional stormwater detention related items should also be addressed on the plans:

- a.) The existing contours shown on Sheet UT6 should be labeled. The proposed forebay spillway elevation should be 975.62. The proposed detention basin overflow spillway elevation should be 975.50.
  - b.) The proposed forebay outlet pipe should be enlarged to at least 36" diameter, to minimize the usage of the forebay spillway.
  - c.) The proposed detention basin outlet orifice design should be revised based on the 0.15 cfs/acre maximum discharge rate and the corresponding 100 Year Storm storage volume elevation.
  - d.) The CPV Volume calculated and the CPRC (Extended Detention) Volume Provided values shown in the Land Use Summary Table on the Cover Sheet should be revised to coincide with the values found in the design calculations on Sheet UT7.
- 6.) Storm Sewers - Storm Sewer Plan Sheets UT1 through UT3 should include the appropriate existing and proposed drainage structure information shown on Sheet UT9. The following additional storm sewer related items should also be addressed on the plans:
- a.) Profiles should be provided for all storm sewers indicating the structure type and diameter, the pipe size, type and slope, the structure rim and invert elevations, the 10 Year Storm hydraulic grade line, the type of backfill and any utilities crossings.
  - b.) Since coordinates are being used to define the proposed drainage structure locations, they should also be provided for the site's property corners.
  - c.) A Typical Detail incorporating a drainage structure or cleanout should be provided for the proposed locations where two proposed 4" HDPE sump pump leads are to connect to a single 6" HDPE lead. The proposed sump pump lead invert elevations and pipe slopes should be specified on the plans. Sump pump leads should be provided for Sites 82 through 94.
  - d.) The proposed 42" invert flowing north out of MH 02B toward MH 102 as shown on in Structure Inventory on Sheet UT9 doesn't match the design calculations and will result in reverse pipe slope. The proposed diameter of MH 102 as listed on Sheet UT9 should be 6 feet.
  - e.) A Typical Construction Detail should be included on the plans for the proposed 2' diameter catch basins and yard drains.
- 7.) Site Grading - The Construction Plans should include Typical Grading Details for both the single family sites and the multi-family buildings. The Floor Elevation Tables provided on Sheets GR1 and GR2 should specify whether the sites are intended to be standard, daylight or walkout construction, and should indicate the site's lowest

allowable basement opening elevation. The following additional grading related items should be also be addressed on the plans:

- a.) The existing contours shown on Sheets GR1 through GR3 should be labeled with their respective elevation.
  - b.) The proposed driveways and sidewalks for the multi-family Units 1 to 12 should be shown on Sheets GR2 and GR3, together with their proposed grading. Due to the lack of a system to receive runoff within the Sunrise Park development, a small retention area is recommended behind the proposed units in Area "C".
  - c.) The Typical Roadway Cross Section on Sheet DT1 should clearly define the intended grade relationship between the proposed top of curb and the back of sidewalk.
  - d.) The proposed berm shown behind Sites 96 through 101 should be at least one foot high and should be extended to the north and south to direct the rear yard runoff from Sites 94, 95 and 102 into the proposed drainage system.
  - e.) A minimum 12" deep intercepting swale should be provided along the rear of Sites 50 to 56 to direct the runoff into the proposed storm sewers.
- 8.) Drainage Easements - The existing and proposed detention basin easements should be shown on Sheet UT6. The existing stormwater detention basin easement should be modified to confirm to the expanded basin configuration. Drainage easements should be provided, and shown on Sheet UT5, wherever the proposed sump pump leads cross the open space or individual site areas.

I am withholding approval of the Construction Plans for Summerfield Pointe P.U.D. Amendment until the above-mentioned items have been addressed.

Very truly yours,



Kenneth E. Recker, II, P.E.  
Chief Deputy Drain Commissioner

C: Kelly VanMarter, Genoa Twp. Manager  
Amy Ruthig, Genoa Twp. Planning Director  
Paul Lewsley, Spaulding DeDecker  
Greg Tatara, Genoa Township (MHOG)  
Shelby Byrne, Tetra Tech  
Jack Healy, Healy Homes

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

**IMPACT ASSESSMENT**

**Owner:**

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

**Prepared by:**

DESINE INC.  
2183 Pless Drive  
Brighton, Michigan 48114

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

This impact assessment has been prepared pursuant to Article 18 – SITE PLAN REVIEW of the Zoning Ordinance for the Township of Genoa, Livingston County, Michigan. This assessment addresses the impact of the proposed amendment to construct 102 single family units and 12 attached condominium units on the surrounding community and, the economic condition and social environment of the Township.

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

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

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

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

The Summerfield Pointe Estates PUD Site Plan depicts proposed site improvements to be constructed on the site. Improvements consist of 102 single family residential units in place of 140 attached condominiums provided on the approved PUD plan. These units are planned to be constructed in four (4) phases. Additionally, the site will feature access drives for each unit, open space and common yard areas, a common space for children’s playground and activities, landscaping & screening, an on-site storm water management system and related site improvements. Illumination is to be provided by each home owner following the current layout of the surrounding “Summer Ridge” condominiums.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The proposed changes and modifications to the surface drainage conditions will not significantly impact local aquifer characteristics or groundwater recharge capacity. All surface water runoff from the site will be directed into the existing detention on-site.

Reduction in the surface permeability will affect onsite infiltration, surface water flow path and duration. Surface water runoff from the development will be reduced and no significant impacts to adjacent properties are anticipated from the proposed construction and development of the site.

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

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

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

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

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

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

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be installed around a majority of the site during

construction. The Contractor shall comply with all regulations including control during and after construction.

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

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

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

The proposed Site Plan deviates from the approved PUD plan. The construction of 102 single family homes in place of 140 attached condominiums reduces the overall density for the site. No adverse impact to adjacent properties is anticipated due to construction of these improvements.

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

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

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

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

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

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

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

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

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

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

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

The property is accessed from Lawson Drive, and connecting to Grand River Ave. providing adequate access for emergency vehicles. A gated, emergency vehicle connection to existing Aster Boulevard, on the Northwest corner of the site, will provide additional access for emergency vehicles only.

Construction traffic shall access the site from Lawson Drive only. The emergency vehicle access gate will be installed prior to construction to prevent construction traffic from accessing the property from Aster Boulevard.

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

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

The property is presently within municipal sewer & water districts and the existing Summer Ridge condominium buildings are connected to the municipal utilities.

Water service to the proposed units will be provided from a new 8” ductile iron water main extension to be constructed along the new Lawson Drive road. Domestic service leads are connected to this main to supply the service required. A total of eleven (11) fire hydrants situated throughout the property will provide adequate fire suppression services on-site. Water main easement for repair, maintenance and access is provided for this extended water main on-site. Capacity is available within the existing water system to provide adequate service to this site.

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

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

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

**H. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS (Sec. 18.07.08)**

The proposed residential use within the site will not use, store, generate and/or discharge potentially polluting materials. Small quantities of material such as cleaning products and chemicals may be stored in single family homes. No adverse effect is expected due to hazardous materials on-site.

**I. TRAFFIC IMPACT STUDY (Sec. 18.07.09)**

For Traffic Impact Study, please see Municipal Partners Traffic Impact Study prepared and previously submitted under separate cover. No adverse impact on pedestrian traffic in the area is anticipated as a result of developing the proposed project.

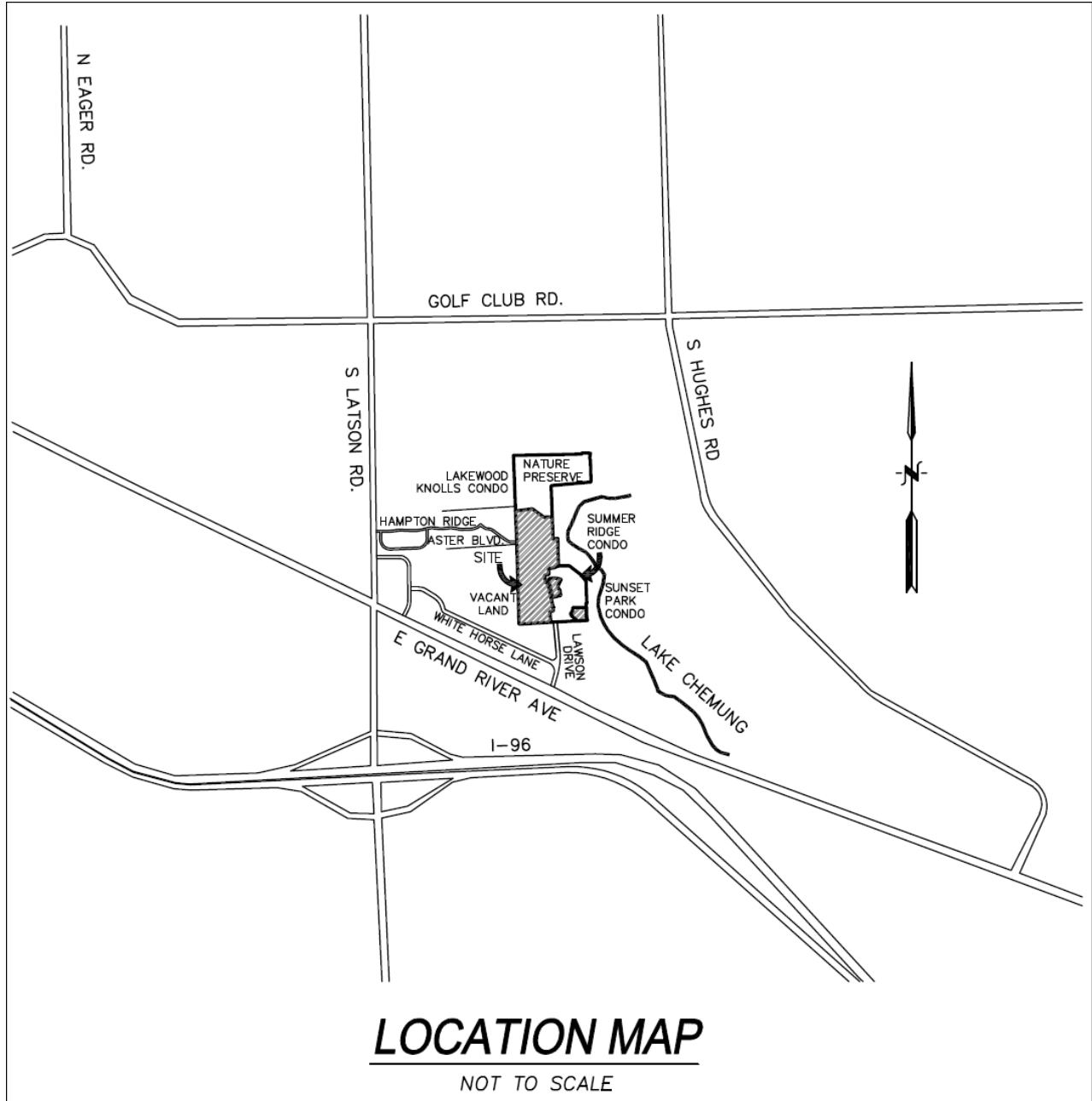
**J. HISTORIC AND CULTURAL RESOURCES (Sec. 18.07.10)**

The existing buildings on the property do not have any major historic significance on a local, regional or state level.

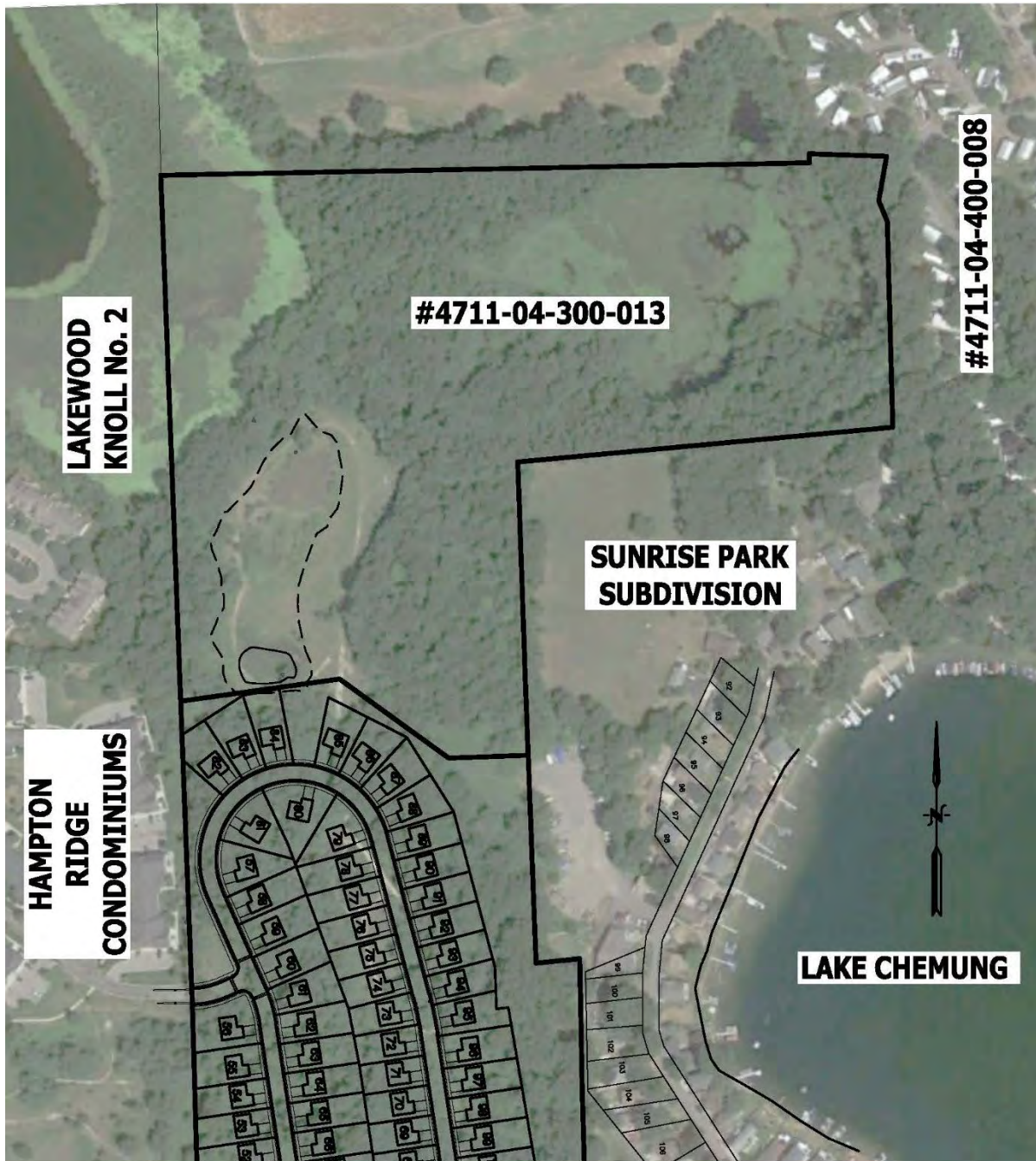
**K. SPECIAL PROVISIONS**

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

**FIGURE 1**

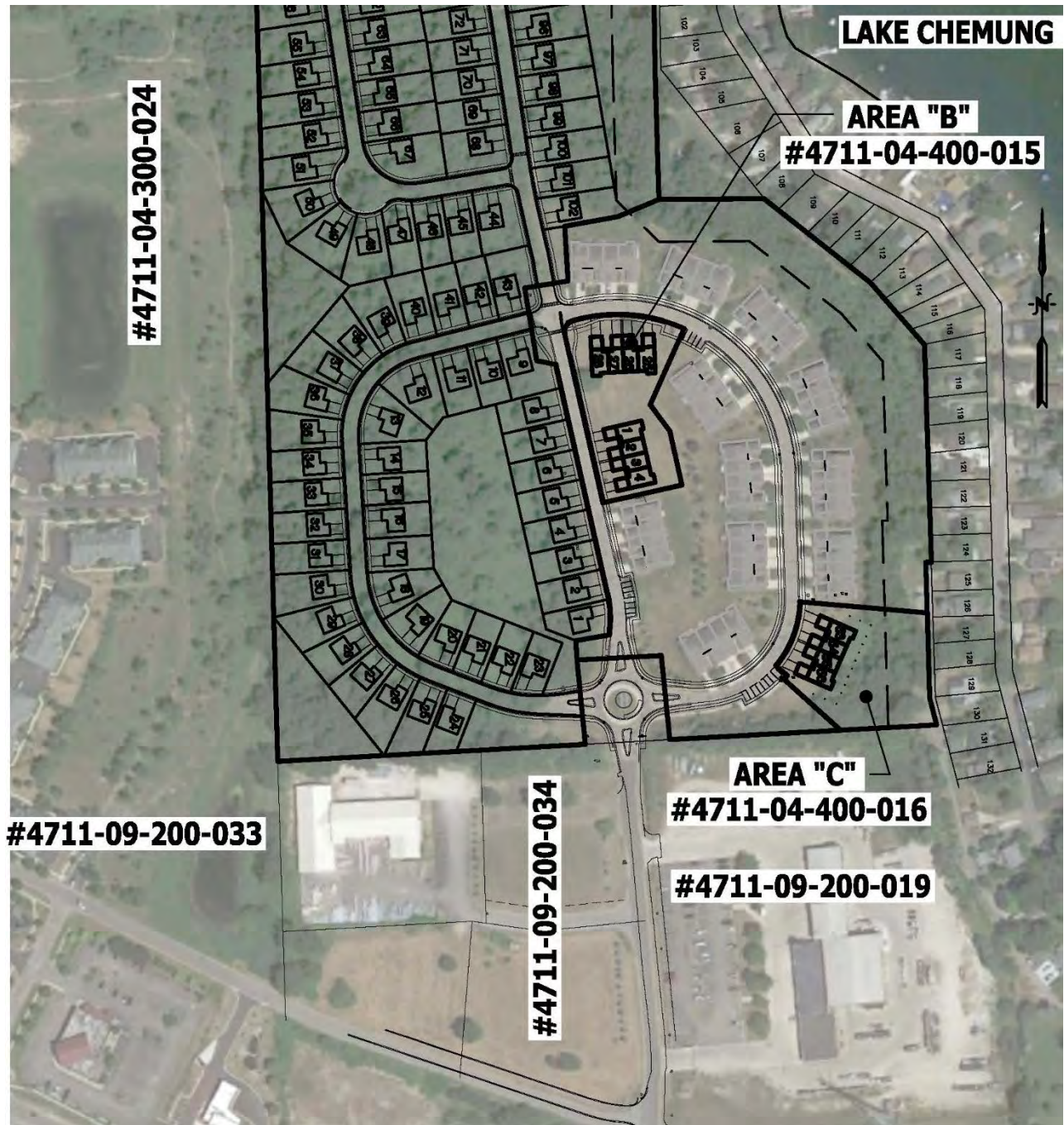


**FIGURE 2**



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

**FIGURE 3**



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

**FIGURE 4**



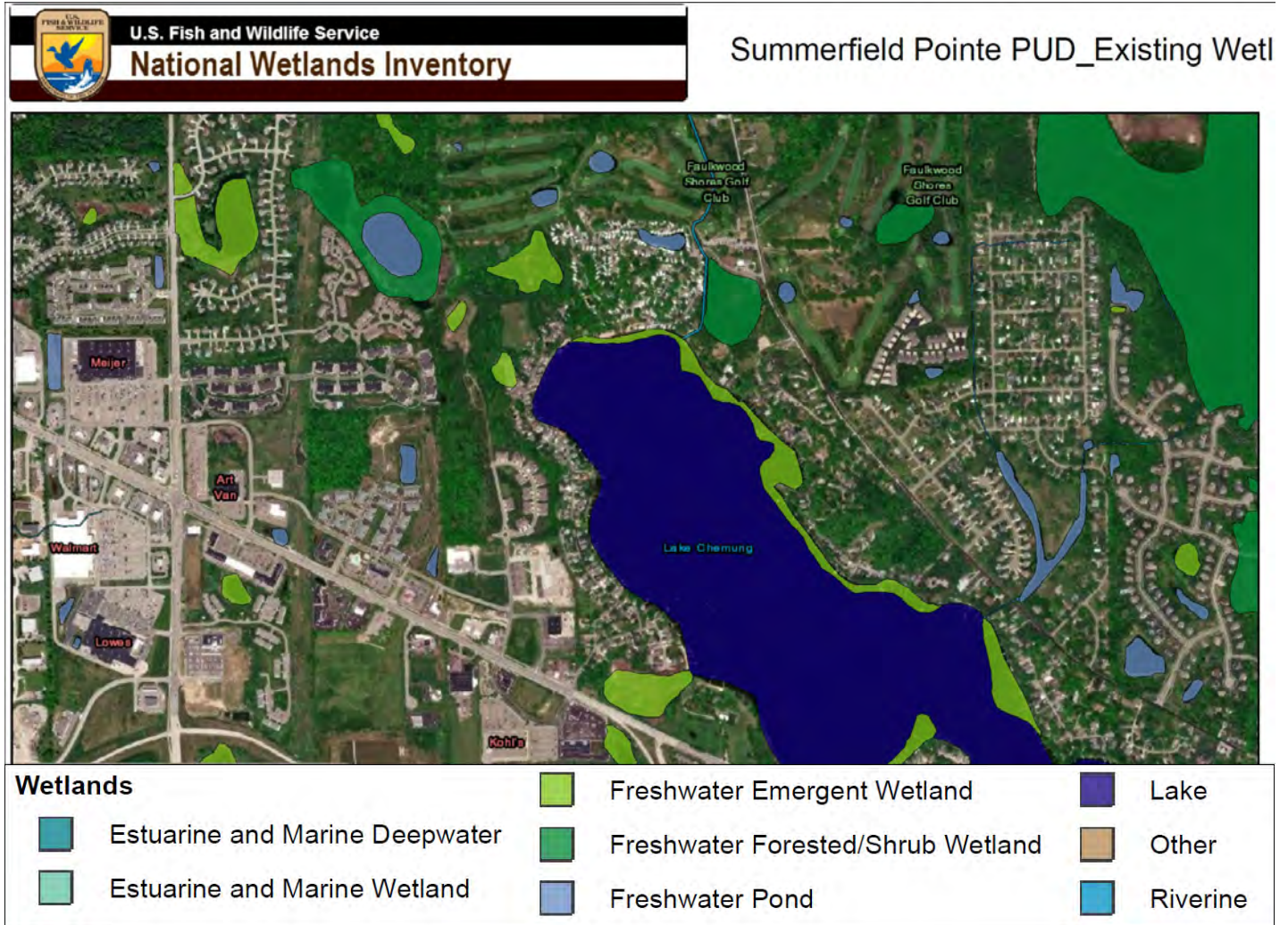
**SOILS MAP**  
**(NOT TO SCALE)**

**FIGURE 5**

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

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

**FIGURE 6**



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

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

THIS FIRST AMENDMENT TO SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation ("Township"), whose address is 2911 Dorr Road, Brighton, Michigan 48116 and HEALY HOMES AT SUMMERFIELD, LLC, a Michigan limited liability company ("Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382.

**RECITALS**

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

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

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

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

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

The PUD Agreement is amended as follows:

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

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

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

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

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

- 2.2 The number of multi-family residential units permitted on the Property are a maximum of 56 attached condominium units for occupancy as single family residences. Also permitted on the property are 102 single family detached units.

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

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

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

<u>Perimeter Setback</u>	<u>Front Setback</u>	<u>Rear Setback</u>	<u>Side Setback</u>
North(side) 50 ft West (rear) Min 30 ft South (front) Min 35 ft East (side) Min 75 ft	30 ft from back of curb  20 ft from back side of sidewalk	Min 30 ft	5 ft Min 9 ft other side 14 ft between houses

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

	<u>Unit Width</u>	<u>Unit Area</u>
MDR Zoning Requirements	75'	10,000 sq ft
Deviations	20'	
Dimensions Provided	55'	6,600 sq ft (5,934 sq ft for Unit #29)

**Proposed Dimensional deviations from the Private Road Requirements**

	<u>Road Easement</u>	<u>Horizontal Curve</u>	<u>Road With (B/C)</u>
Private Road Requirement	<u>Width</u>	<u>Radius</u>	30'
Deviations	66'	150 ft	2'
Dimensions Provides	36'	50 ft	28'
	30'	100 ft	

2.4 Developer and the Developer's successors in interest, including, but not limited to the association established to operate and manage the condominium, and the future owners of units shall preserve and protect the woodlands along the perimeter setback of the property on the east side and the PUD Plan shall identify the area within the east side perimeter setback as a permanent conservation area. The permanent conservation area shall be preserved and protected and maintained by the homeowner's association. Developer shall install signage on Lots 82 and 83 demarcating the location of the natural features wetland buffer on each respective Lot and providing that no disturbance is allowed in the wetland buffer area.

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

- a. **Phase I**. The Lawson Road and Grand River road improvements and installation as required by the PUD Agreement have been completed. Developer shall be entitled to start clearing, grading, ~~construction-constructing~~ and ~~installation-installing~~ of utilities and roads for Phase I as identified on the PUD site plan, which includes (i) single family homes, Units 1-8, inclusive, and (ii) attached single family home, Units 1-12, inclusive, attached condominium units. Developer shall be entitled to two (2) model units for both the site condominium portion and the attached condominium portion. Upon execution of this Amendment and making application for appropriate permits (including payment of related fees), and Developer complying with all agency regulations and approvals, the Township shall issue all necessary land use permits to Developer to commence clearing, grading, site work, installation and construction of Phase I. **The Developer shall be entitled to Township approval** for each structure it completes within Phase I, provided each structure otherwise complies with the PUD Agreement and the Zoning Ordinance in place at the time of this Agreement. Developer shall have no obligation to complete any improvements in subsequent phases prior to receiving the certificates of occupancy for Phase I, unless such development is required by a different agency in relation to such agency's approval.
- b. **Phase II**. Prior to issuance of any land use permits for any units located in Phase II, Developer shall obtain a land use permit and start construction of the portion of Lawson Drive which will serve as the connector road to Hampton Ridge. The portion of Lawson Drive which must be started by Developer is located along units 100-102, 60-67, and 44-56 (the "Connector Road"). When the Connector Road is substantially complete meaning the curbs, gutters and base layer are installed and the road may accommodate vehicle traffic, and the emergency vehicle access gate on Aster Boulevard near the West property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring Hampton Ridge is constructed and approved by the Township Engineer and the Brighton Area Fire Department, then the Township shall issue and the Developer shall be entitled to receive all required land use permits for units 100-102, 60-67, and 44-56 provided that the Developer is otherwise in compliance with the Charter Township of Genoa's ordinances and the PUD Agreement.
- c. **Phase III-IV**. Developer shall install the remainder of the improvements as follows:
  - i. Phase III: Developer shall obtain a land use permit and install the utilities and roads to service units 68-99 and 57-59 and pay any required fees to the agencies required to review and approve such utilities and roads. Upon completion of installation of such improvements, Developer shall be entitled to the issuance of all land use permits for units 68-99 and 57-59.
  - ii. Phase IV: Developer shall install the utilities and roads to service units 9-43 and pay any required fees to the agencies required to review and approve such utilities and roads. Upon completion of installation of such improvements, Developer shall be entitled to the issuance of all land use permits for units 9-43.

**Commented [TJS1]:** What approval can the Township give?  
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4. **Drainage.** Developer has completed the installation of all drainage systems required to be installed pursuant to the PUD Agreement, including all drainage facilities required for the Future Phase. Developer shall have no obligation to install further stormwater drainage facilities for the Future Phase unless required by the Livingston County Drain Commission or the Township pursuant to County and Township requirements for such system.

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

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#### **FUTURE PHASE UTILITIES**

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

Commented [TJS2]: Jumps from 5 to 8.1 where are 6 and 7?

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

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

- a) Forty Four Thousand One Hundred Sixty and No/100 (\$44,160.00) Dollars due upon issuance of the grading permit. Developer has already paid for grading permit;
- b) Four Thousand and No/100 (\$4,000.00) Dollars for sewer payable upon issuance of each land use permit for each single family home/unit.
- c) Three Thousand Two Hundred and No/100 (\$3,200.00) Dollars payable upon issuance of each land use permit for water tap per single family home/unit.
- d) The Developer and the Township agree that the costs imposed upon the Developer by the Township represents the amount due to the Township for the acreage assessment at 38.48 acres of developable land (excluding the Nature Preserve), 150 front feet (the front footage assessment for sewer) and 158 condominium units.

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

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Commented [TJS3]: Convey to MHOG and GO?

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Commented [TJS4]: MHOG and GO would be responsible for maintenance?

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

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

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Commented [TJS5]: Now jumps from 8.4 to 6 then 7 and then another 8. The numbering must be changed

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

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

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

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

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

12. Construction Traffic. All construction traffic related to the development of the Future Phases, including that portion of Lawson Road that is complete and maintained by the existing Summerfield Pointe Condominium Association established to operate and maintain the existing Summerfield Pointe, shall access the Property from Lawson Drive. All damage to the private roads contained within the Summerfield Pointe Condominium and/or the neighboring Hampton Ridge development directly caused by Developer in relation to construction of the Future Phases shall be restored to the condition that existed prior to such damage. Developer shall be responsible for regularly cleaning the roads within the Summerfield Pointe Condominium and Hampton Ridge of dirt and debris caused by Developer's construction activities.

13. Emergency Access Gate. Developer shall install an emergency vehicle access gate on Aster Boulevard near the West property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring Hampton Ridge to emergency vehicle access only. The Summerfield Pointe Estates Condominium Association shall maintain the portion of Aster Boulevard within the Summerfield Pointe PUD, including snow removal to ensure access by emergency vehicles. The Summerfield Pointe Estates Condominium Association shall maintain, repair and upkeep, at its sole cost and expense, the emergency vehicle access gate on Aster Boulevard. Developer shall be responsible to maintain said portion of Aster Boulevard and the emergency access gate until such time as the Summerfield Pointe Estates Condominium Association is established.

14. Lawn Maintenance. The master deeds for the condominiums established on the Future Phases shall provide that the Association shall be responsible for maintaining the lawn and sprinkler system, and yard area located on each Co-Owner's Unit, and the general common element lawn and landscaping. The Master Deed shall also provide that the Association shall designate one day a week for lawn mowing.

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

*[signatures on the following pages]*

**DEVELOPER**

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

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

**ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for Livingston County personally appeared Jack Healy, the Managing Member of Healy Homes at Summerfield, LLC, a Michigan limited liability company, known to be the person described in and who executed this Amendment, and who acknowledged the same to be of his free act and deed.

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

*[signatures continue on following page]*

TOWNSHIP

CHARTER TOWNSHIP OF GENOA, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Kevin T. Spicher, Supervisor

By: \_\_\_\_\_  
Janene Deaton, Clerk

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN        )  
                                      ) ss  
COUNTY OF LIVINGSTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for Livingston County personally appeared Kevin T. Spicher and Janene Deaton to me known to be the Supervisor and Clerk, respectively, of the Charter Township of Genoa, a Michigan municipal corporation, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of the Charter Township of Genoa.

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

**PREPARED BY**

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

**WHEN RECORDED RETURN TO:**

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

## **EXHIBIT A**

### *Legal Description of the Property*

#### **LEGAL DESCRIPTION SUBSEQUENT TO SURVEY**

**Reference:** “**Summerfield Pointe**,” a part of the Southeast 1/4 and part of the Northeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, according to the Master Deed thereof, as recorded in Liber 4218, Page 874, Livingston County Records, as amended in Replat No. 1 as recorded in Document No. 2008R-028520 and \***Replat No. 2 as recorded in Document No. 2014R-006883**, Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 295, and as described in Act 59 of the Public Acts of 1978, as amended.

#### **MDR PARCEL 60.73± Acres**

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: **BEGINNING** at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses: 1) N01°35'17"W 1366.11 feet and 2) N02°11'05"W 1525.13 feet (*recorded as N01°50'51"E 2890.65 feet*) to the center of Section 4; thence along the East-West 1/4 line of Section 4, N88°53'35"E 1177.52 feet (*recorded as S87°40'06"E 1162.17 feet*); thence N01°06'25"W (*recorded as N02°19'54"E*) 16.05 feet; thence S88°08'25"E (*recorded as S84°42'06"E*) 140.66 feet; thence S10°02'44"W (*recorded as S13°29'03"W*) 81.90 feet; thence S22°34'43"E 40.64 feet (*recorded as S19°08'24"E 39.61 feet*); thence S01°33'04"E 373.67 feet (*recorded as S01°53'15"W 374.11 feet*); thence S84°41'09"W (*recorded as S88°06'46"W*) 683.63 feet; thence S01°59'18"E (*recorded as S01°26'28"W*) 400.04 feet; thence S02°08'43"E 510.56 feet (*recorded as S01°17'41"W 510.39 feet*); thence N84°03'00"E (*recorded as N87°29'24"E*) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of “Sunrise Park”, a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (*recorded as S02°21'39"W 243.95 feet*); thence S01°39'07"E 226.89 feet (*recorded as S01°45'17"W 227.42 feet*); thence N89°34'14"E (*recorded as S87°01'22"E*) 186.47 feet; thence along the West line of said “Sunrise Park” the following three courses: 1) S51°44'32"E (*recorded as S48°20'08"E*) 240.00 feet, 2) S41°02'02"E 146.55 feet (*recorded as S37°37'38"E 146.14 feet*) and 3) S01°47'25"E 385.18 feet (*recorded as S01°42'54"W 386.00 feet*); thence S88°43'10"W 10.00 feet (*recorded as N88°17'06"W 10.00 feet*); thence along a line 10 feet West of and parallel to the West line of said “Sunrise Park” the following two courses: 1) S01°43'30"E 241.29 feet (*recorded as S1°42'54"W 241.14 feet*) and 2) S14°28'55"E 48.77 feet (*recorded as S11°13'33"E 48.86 feet*); thence along the South line of said Section 4, as previously surveyed, S86°50'35"W (*recorded as N89°43'06"W*) 473.99 feet; thence along a line coincident with Lawson Drive the following three courses: 1) N05°38'45"W (*recorded as N02°12'21"W*) 150.00 feet, 2) S86°50'35"W (*recorded as N89°43'06"W*) 150.00 feet and 3) S05°38'45"E (*recorded as S02°12'21"E*) 150.00 feet; thence along the South line of said Section 4, as previously surveyed, S86°50'35"W 546.06 feet (*recorded as N89°43'06"W 546.16 feet*) to the Point of Beginning. Containing 60.73 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

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

### **EXHIBIT C**

#### *Legal Description of the Future Phase*

#### **PARCEL 4711-04-400-014 26.25± Acres**

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: **BEGINNING** at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses: 1) N01°35'17"W 1366.11 feet and 2) N02°11'05"W 569.39 feet (*recorded as N01°50'51"E 1936.02 feet*); thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses: 1) N82°05'20"E 291.13 feet (*recorded as N85°31'06"E 285.32 feet*), 2) S54°02'14"E (*recorded as S50°36'28"E*) 244.39 feet and 3) N87°51'55"E (*recorded as S88°42'19"E*) 144.66 feet; thence S02°08'43"E (*recorded as S01°17'41"W*) 377.94 feet; thence N84°03'00"E (*recorded as N87°29'24"E*) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (*recorded as S02°21'39"W 243.95 feet*); thence S01°39'07"E 226.89 feet (*recorded as S01°45'17"W 227.42 feet*); thence S67°21'52"W 79.51 feet (*recorded as S70°51'31"W 80.28 feet*); thence S79°55'57"W (*recorded as S83°20'15"W*) 95.00 feet; thence S03°24'18"E (*recorded as S00°00'00"W*) 97.26 feet; thence S80°36'56"W (*recorded as S84°01'14"W*) 77.58 feet; thence S09°28'23"E (*recorded as S06°04'05"E*) 130.52 feet; thence S78°24'48"E 34.65 feet (*recorded as S75°00'30"E 34.93 feet*); thence S12°42'26"E 416.34 feet (*recorded as S09°16'02"E 416.23 feet*); thence Southeasterly 59.62 feet along the arc of a 200.00 foot radius curve to the right, through a central angle of 17°04'52" and having a chord bearing S04°10'00"E (*recorded as S00°43'36"E*) 59.40 feet; thence S04°22'26"W (*recorded as S07°48'50"W*) 13.56 feet; thence S80°11'15"W (*recorded as S83°37'39"W*) 60.77 feet; thence S03°26'24"E (*recorded as S00°00'00"W*) 34.61 feet; thence along the West line of Lawson Drive, S05°38'45"E (*recorded as S02°12'21"E*) 150.00 feet; thence along the South line of Section 4, as previously surveyed, S86°50'35"W 546.06 feet (*recorded as N89°43'06"W 546.16 feet*) to the Point of Beginning. Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

### **EXHIBIT C**

#### *Legal Description of the Future Phase*

##### **PARCEL No. 4711-04-400-015 1.13± Acres**

Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: Commencing at the South 1/4 Corner of said Section 4; thence along the South line of Section 4, as previously surveyed, N86°50'35"E 546.06 feet (*recorded as S89°43'06"E 546.16 feet*); thence along the West line of Lawson Drive, N05°38'45"W (*recorded as N02°12'21"W*) 150.00 feet; thence N03°26'24"W (*recorded as N00°00'00"E*) 34.61 feet; thence N80°11'15"E (*recorded as N83°37'39"E*) 60.77 feet; thence N04°22'26"E (*recorded as N07°48'50"E*) 13.56 feet; thence Northwesterly 59.62 feet along the arc of a 200.00 foot radius curve to the left, through a central angle of 17°04'52" and having a chord which bears N04°10'00"W (*recorded as N00°43'36"W*) 59.40 feet; thence N12°42'26"W (*recorded as N09°16'02"W*) 159.13 feet; thence N77°18'10"E (*recorded as N80°43'58"E*) 27.00 feet to the **POINT OF BEGINNING**; thence N12°42'26"W (*recorded as N09°16'02"W*) 306.30 feet; thence Northeasterly 30.26 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 86°41'26" (*recorded as 86°41'33"*) and having a chord bearing N30°27'50"E (*recorded as N34°04'44"E*) 27.46 feet; thence Southeasterly 201.82 feet along the arc of a 289.00 foot radius curve to the right, through a central angle of 40°00'52" (*recorded as 40°00'44"*) and having a chord bearing S86°00'33"E (*recorded as S82°34'07"E*) 197.75 feet; thence S23°59'50"W (*recorded as S27°26'14"W*) 147.43 feet; thence S36°36'45"E (*recorded as S33°10'21"E*) 58.47 feet; thence S12°42'26"E (*recorded as S09°16'02"E*) 97.80 feet; thence S77°17'34"W (*recorded as S80°43'58"W*) 143.83 feet to the Point of Beginning. Containing 1.13 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

##### **PARCEL No. 4711-04-400-016 1.14± Acres**

Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: Commencing at the South 1/4 Corner of Section 4, thence along the South line of Section 4, N86°50'35"E (*recorded as S89°43'05"E*) 999.68 feet to the **POINT OF BEGINNING**; thence N48°02'05"W (*recorded as N44°35'46"W*) 135.18 feet; thence N41°10'45"E (*recorded as N44°37'04"E*) 9.00 feet; thence N50°03'17"W (*recorded as N46°36'58"W*) 27.00 feet; thence Northeasterly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (*recorded as 38°50'33"*) and having a chord bearing N20°31'27"E (*recorded as N23°57'46"E*) 121.03 feet; thence S84°58'30"E 227.08 feet (*recorded as S81°32'11"E 227.01 feet*); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses: 1) S01°43'30"E 151.43 feet (*recorded as S01°42'54"W 151.38 feet*) and 2) S14°28'55"E 48.77 feet (*recorded as S11°13'33"E 48.86 feet*); thence along the South line of Section 4, S86°50'35"W 170.37 feet (*recorded as N89°43'06"W 170.47 feet*) to the Point of Beginning. Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

**Per PUD Agreement: Master deed shall provide that the Association shall designate one day a week for lawn mowing.**

## **MASTERDEED**

### **SUMMERFIELD POINTE ATTACHED CONDOMINIUMS**

This Master Deed is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Healy Homes of Summerfield, LLC, a Michigan Limited Liability Company (hereinafter referred to as the "Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are incorporated by reference into and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto as a residential Condominium Project under the provisions of the Act

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Summerfield Pointe Estates as a Condominium Project under the Act and does declare that Summerfield Pointe Estates (the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and the attached Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### **ARTICLE I TITLE AND NATURE**

The Condominium Project shall be known as Summerfield Pointe Attached Condominiums, Livingston County Condominium Subdivision Plan No. -- \_\_\_\_\_. The engineering plans and architectural plans for the Project are on file with the Charter Township of Genoa. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive

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right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II LEGAL DESCRIPTION

The land that is submitted to the Condominium Project to be established by this Master Deed is described as follows:

PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 2 NORTH, RANGE 5 EAST, GENOA [CHARTER](#) TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTH LINE OF SECTION 4, AS PREVIOUSLY SURVEYED, N86°50'35"E 546.06 FEET (RECORDED AS S89°43'06"E 546.16 FEET); THENCE ALONG THE WEST LINE OF LAWSON DRIVE, N05°38'45"W (RECORDED AS N02°12'21"W) 150.00 FEET; THENCE N03°26'24"W (RECORDED AS N00°00'00"E) 34.61 FEET; THENCE N80°11'15"E (RECORDED AS N83°37'39"E) 60.77 FEET; THENCE N04°22'26"E (RECORDED AS N07°48'50"E) 13.56 FEET; THENCE NORTHWESTERLY 59.62 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°04'52" AND HAVING A CHORD WHICH BEARS N04°10'00"W (RECORDED AS N00°43'36"W) 59.40 FEET; THENCE N12°42'26"W (RECORDED AS N09°16'02"W) 159.13 FEET; THENCE N77°18'10"E (RECORDED AS N80°43'58"E) 27.00 FEET TO THE POINT OF BEGINNING; THENCE N12°42'26"W (RECORDED AS N09°16'02"W) 306.30 FEET;

THENCE NORTHEASTERLY 30.26 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°41'26" (RECORDED AS 86°41'33") AND HAVING A CHORD BEARING N30°27'50"E (RECORDED AS N34°04'44"E) 27.46 FEET;

THENCE SOUTHEASTERLY 201.82 FEET ALONG THE ARC OF A 289.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°00'52" (RECORDED AS 40°00'44") AND HAVING A CHORD BEARING S86°00'33"E (RECORDED AS S82°34'07"E) 197.75 FEET; THENCE S23°59'50"W (RECORDED AS S27°26'14"W) 147.43 FEET; THENCE S36°36'45"E (RECORDED AS S33°10'21"E) 58.47 FEET; THENCE S12°42'26"E (RECORDED AS S09°16'02"E) 97.80 FEET; THENCE S77°17'34"W (RECORDED AS S80°43'58"W) 143.83 FEET TO THE POINT OF BEGINNING. CONTAINING 1.13 ACRES OF LAND, MORE OR LESS. SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AFFECTING TITLE TO THE ABOVE DESCRIBED PREMISES.

AND

PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 2 NORTH, RANGE 5 EAST, GENOA [CHARTER](#) TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 4, THENCE ALONG THE SOUTH LINE OF SECTION 4, N86°50'35"E (RECORDED AS S89°43'05"E) 999.68 FEET TO THE POINT OF BEGINNING; THENCE N48°02'05"W (RECORDED AS N44°35'46"W) 135.18 FEET; THENCE N41°10'45"E (RECORDED AS N44°37'04"E) 9.00 FEET; THENCE N50°03'17"W (RECORDED AS N46°36'58"W) 27.00 FEET; THENCE NORTHEASTERLY 123.38 FEET ALONG THE ARC OF A 182.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°50'28" (RECORDED AS 38°50'33") AND HAVING A CHORD BEARING N20°31'27"E (RECORDED AS N23°57'46"E) 121.03 FEET; THENCE S84°58'30"E 227.08 FEET (RECORDED AS S81°32'11"E 227.01 FEET); THENCE

ALONG A LINE 10.00 FEET WEST OF AND PARALLEL TO THE WESTERLY LINE OF SAID "SUNRISE PARK" THE FOLLOWING TWO COURSES: 1) S01°43'30"E 151.43 FEET (RECORDED AS S01°42'54"W 151.38 FEET) AND 2) S14°28'55"E 48.77 FEET (RECORDED AS S11°13'33"E 48.86 FEET); THENCE ALONG THE SOUTH LINE OF SECTION 4, S86°50'35"W 170.37 FEET (RECORDED AS N89°43'06"W 170.47 FEET) TO THE POINT OF BEGINNING. CONTAINING 1.14 ACRES OF LAND, MORE OR LESS. SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AFFECTING TITLE TO THE ABOVE DESCRIBED PREMISES.

Tax Parcel Id. Nos.: 4711-04-400-016; 4711-04-400-015

### **ARTICLE III DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations, if any, of the Summerfield Pointe Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Summerfield Pointe as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1.** Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2.** Association. "Association" means Summerfield Pointe Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3.** Bylaws. "Bylaws" means Exhibit "A," hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and as required by Section 3(9), of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate Bylaws of the Association, as provided for under the Michigan Nonprofit Corporation Act.

**Section 4.** Common Elements. "Common Elements" where used without modification, means both the General and Limited Common Elements described in Article N hereof.

**Section 5.** Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6.** Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Summerfield Pointe as described above.

**Section 7.** Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" each mean Summerfield Pointe as a Condominium Project established in conformity with the Act.

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

**Section 9. Consolidating Master Deed.** “Consolidating Master Deed” means the final amended Master Deed which shall describe Summerfield Pointe as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time under Articles VI and VII hereof, and all Units and Common Elements therein, as constructed, and that expresses percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

**Section 10. Construction and Sales Period.** “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of this Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to incorporate Units into the Project as provided in Article VI hereof.

**Section 11. Co-owner or Owner.** “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one (1) or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.”

**Section 12. Developer.** “Developer” means Healy Homes at Summerfield L.L.C., a Michigan limited liability company, that has made and executed this Master Deed, and its successors and/or assigns. Both successors and/or assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such term is used in the Condominium Documents.

**Section 13. First Annual Meeting.** “First Annual Meeting” means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the, Developer’s sole discretion after fifty (50%) percent of the Units that may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units that may be created are conveyed, whichever first occurs.

**Section 14. Planned Unit Development Agreement or PUD Agreement.** “PUD Agreement” means that certain Summerfield Pointe Planned Unit Development Agreement by and between the Township and Developer’s Predecessor in interest, dated April 19, 2002, recorded in Liber 3533, Page 0900, Livingston County Records, as amended by that certain First Amendment to Amended and Restated Summerfield Pointe Planned Unit Development Agreement, recorded, or to be recorded in the Livingston County Records, which sets forth requirements from the Township in relation to the zoning and development of the Project. All Co-Owner’s acknowledge and agree that the Condominium is subject to the terms and conditions of the PUD Agreement.

**Section 15. Township.** “Township” means the [Charter](#) Township of Genoa, a ~~general~~ [law](#)~~charter~~ township.

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

**Section 17. Unit or Condominium Unit.** “Unit” or “Condominium Unit” each mean the enclosed space constituting a single complete residential unit in Summerfield Pointe, as such space may be

described in the Condominium Subdivision Plan, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

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

#### **ARTICLE IV COMMON ELEMENTS**

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1.     General Common Elements.** The General Common Elements are:

(a) Land. The land described in Article II hereof, including the driveways, access drives, sidewalks, walkways and parking spaces located thereon not identified as Limited Common Elements.

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(b) Easements. All beneficial ingress, egress, wetland and utilities easements.

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(c) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and including any electrical meters up to the point of connection with; but not including, electrical fixtures, plugs and switches within any Unit.

(d) Telephone. The telephone system throughout the Project up to the point of entry of each Unit.

(e) Gas. The gas distribution system throughout the Project, including that contained within Unit walls and including any gas meters up to the point of connection with gas fixtures within any Unit.

(f) Water System. The water distribution system throughout the Project, including that contained within Unit walls and including any water meters up to the point of connection with plumbing fixtures within any Unit.

(g) Sanitary Sewer System. The sanitary sewer system throughout the Project, including that contained within Unit walls up to the point of connection with plumbing fixtures within any Unit.

(h) Storm Sewers. The storm sewers throughout the Project.

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(j) Construction. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, halls, floor construction between Unit levels and chimneys.

(k) Community Facilities. Any common recreational areas, if and when they may be installed.

(l) Detention Basin(s), Sedimentation Pond(s) and Storm Drainage System. The storm water detention basin(s), sedimentation pond(s) and storm drainage system throughout the Project, if any.

(m) Irrigation and Sprinkler System. The landscape irrigation and sprinkler system throughout the Project.

(n) Permanent Conservation Area. The woodlands along the perimeter setback of the property on the east side as depicted on the Planned Unit Development Site Plan attached as Schedule B to the Planned Unit Development Agreement ("PUD Agreement").

(o) Other. Such other elements of the Project not herein designated as General or Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use by all Co-owners or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements *only* to the extent of the Co-owners' interests therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Balconies, Decks or Patios. Each individual balcony, deck or patio, if any, in the Project is restricted in use to the Co-owner(s) of the Unit that opens onto such balcony, deck or patio as shown on Exhibit "B" hereto.

(b) Fireplace Combustion Chamber. The fireplace combustion chamber and flue, if any, for a Unit shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit served thereby.

(c) Furnace/Air Conditioners. Each individual furnace/air conditioner in the Project is restricted in use to the Co-owner(s) of the Unit that such furnace/air conditioner services.

(d) Garage Interiors, Garage Door Openers, Garage Doors, Storage Areas and Driveways. Each individual garage interior, garage door, garage door opener, if any, adjacent storage area, if any, and adjacent driveway are appurtenant to certain Units as Limited Common Elements as designated on the Condominium Subdivision Plan attached hereto as Exhibit "B" and limited to the use of the Co-owner(s) of the Unit to which they are appurtenant.

(e) Interior Surfaces. The interior surfaces of Unit and garage perimeter walls, windows, doors, ceilings and floors contained within a Unit and garage shall be subject to the exclusive use and enjoyment of the Co-owner(s) of such Unit.

(f) Doors, Windows, Storm Windows and Window Screens. All windows, whether fixed or removable, all removable storm windows, all fixed and removable window screens, all door

windows and screens, all doorwalls, doorwall windows and doorwall screens, if any, appurtenant to each Unit shall be subject to the exclusive use and enjoyment of the Co-owner(s) of such Unit.

(g) Porches. Each individual porch in the Project is restricted in use to the Co-owner(s) of the Unit that opens onto such porch as shown on Exhibit "B" attached hereto.

(h) Sump Pumps. The sump pumps, if any, throughout the Project, including all accessories related to their operation located in some Units, are restricted in use to the Co-owner(s) of the Unit(s) that they serve.

(i) Decorative Garage Lighting. The decorative lighting attached to each side of the garage door of every Unit within the Project.

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

(a) Balconies, Decks or Patios. The costs of maintenance and decoration of each balcony, deck and patio described in Article N, Section 2(a) above shall be borne by the Co-owner(s) of the Unit which opens into such balcony, deck or patio (but not the costs of repair and replacement, which shall be the responsibility of the Association).

(b) Furnace/Air Conditioners. The costs of maintenance, repair and replacement of each individual furnace/air conditioner described in Article N, Section 2(c) above shall be borne by the Co-owner(s) of the Unit that such furnace/air conditioner services.

(c) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interior of the garage referred to in Article N, Section 2(d) and all surfaces referred to in Article N, Section 2(e) above shall be borne by the Co-owner(s) of each Unit to which such Limited Common Elements are appurtenant, and Co-owners shall be solely responsible for decoration, maintenance, repair and replacement of the garage floors appurtenant to the Units.

(d) Storm Windows and Window Screens. The cost of maintenance, repair and/or replacement of all windows (whether fixed or removable), all removable storm windows, all fixed and removable window screens, all windows and screens in doors, and doorwalls, doorwall windows and doorwall screens, if any, referred to in Article N, Section 2(f), above, shall be borne by the Co-owner of the Unit to which they are appurtenant.

(e) Porches. The costs of decoration, maintenance, repair and replacement of the porches referred to in Article N, Section 2(g) above, shall be borne by the Co-owner(s) of the Unit(s) to which such porches are appurtenant.

(f) Sump Pumps. The costs of maintenance, repair and replacement of all sump pumps, if any, referred to in Article N, Section 2(h), shall be borne by the Co-owner(s) of the Unit(s) they service.

(g) Driveways. The costs of maintenance, repair and replacement of the driveways shall be borne by the Association, with the exception of snow or debris removal.

(h) Fireplace Combustion Chamber. The costs of maintenance, repair and replacement of each individual fireplace combustion chamber and flue described in Article N, Section 2(b) above, shall be borne by the Co-owner of the Unit that such fireplace combustion chamber serves.

(i) Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

(j) Storm Detention Basin System and Storm Water Drainage. The costs of maintenance, repair, and replacement of any detention basin system and/or storm water drainage system shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair, or replacement of the detention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that deficiencies with respect to the maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may (but has no obligation to do so) undertake such maintenance, repair or replacement and the costs, plus a twenty-five (25%) percent administrative fee, maybe assessed against the-Co- owners and collected as a special assessment on the next annual Township tax roll.

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(k) Trash Disposal. The costs of and arrangement for pickup and trash disposal shall be the responsibility of each Co-owner, however, the Association may contract with contractors to provide services if the Board of Directors concludes it is in the best interest of the Association and Co-owners to do so.

(l) Decorative Garage Lighting. There will be no site lighting by Developer within the Common Elements or Limited Common Elements of the Project, except ground lighting for Project signage. Decorative lighting shall be low wattage fixtures attached to each side of the garage door of every Unit within the Project. Maintenance (but no repair and/or replacement) shall be borne by the Co-owner of each Unit to which such Limited Common Element is appurtenant.

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(m) Permanent Conservation Area. The Developer, its successors and assigns, shall preserve and protect the woodlands identified in the Planned Unit Development Site Plan attached as Schedule B to the PUD Agreement and in the Condominium Subdivision Plans attached as Exhibit B hereto, as being an area within the east side perimeter setback and identified as a Permanent Conservation Area. The Permanent Conservation Area shall be preserved, protected and maintained by the Association. Any costs associated with the preservation, protection and maintenance of the Permanent Conservation Area shall be borne by the Association.

(n) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. This will include maintenance of all open spaces in the Project, including, but not limited to, the Nature Preserve, the private roads within the Project, storm water detention and drainage facilities and any utility leads not otherwise dedicated to the public.

(o) Approval. Any maintenance, repair or replacement of garage doors, windows, doors, door hardware or screens by a Co-owner under Article IV, Section 3(c) and (d) above, shall be subject to the approval of the Association.

(p) Open Space Areas. The open space areas, wetlands, woodland preservation areas, greenbelt areas and parks, if any, as shown on Exhibit B, together with any related improvements shown on Exhibit B or the approved final site plan for the PUD Agreement are General Common Elements of the Condominium. Except for construction, installation and maintenance of certain storm water drainage areas, utilities and other improvements and grading as shown on Exhibit B, and the approved final site plan, and

access by Developer and the Association for maintenance, repair and replacement of such improvements, the Open Space Areas shall be perpetually preserved and maintained in their natural and undeveloped condition by the Association.

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project, or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

#### **ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1.** Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Summerfield Pointe as prepared by Boss Engineering. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on basement and foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Boss Engineering.

In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in the Condominium Subdivision Plan attached hereto, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

**Section 2.** Percentage of Value. The percentages of value are equal. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project. The proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is 100%.

#### **ARTICLE VI RE-EXPANSION OF CONDOMINIUM (RE-INCORPORATION OF LAND WITHDRAWN)**

**Section 1.** Area of Future Development. The Condominium Project established pursuant to the initial Master Deed, consisting of Twelve (12) Units. However, as noted in Article VII below, the Project may be contracted by withdrawing land or eliminating Units. Any land withdrawn will be deemed an "area of future development."

**Section 2.** Re-incorporation of Land or Units. Any other provisions of this Master Deed notwithstanding, within a period ending no later than six (6) years from the date of recording this Master Deed, any portion of the area of future development (being land withdrawn under Article VII) may be reincorporated into the Project and residential Units may be constructed thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such Units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the Township as to its compliance with the PUD Agreement. All such improvements shall be reasonably compatible with

the existing structures in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use.

**Section 3.** Re-expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to re-incorporate the area of future development into the Condominium Project. The Developer may, in its discretion, establish all or a portion of the area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to re-expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to re-incorporate into the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to re-incorporate portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

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**Section 4.** Public Approval Not Required. The Developer's reservation of the right to re-incorporate once withdrawn land back into the Project is not meant to suggest in any way that municipal approval for such re-expansion of the Project has been requested or obtained or even necessary since the entire Project as recorded was created based on an approved Planned Unit Development Site Plan.

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## ARTICLE VII CONTRACTION OF CONDOMINIUM AND RESERVATION OF RIGHTS UNDER ACT, SECTION 67

**Section 1.** Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of one hundred ninety-two (192) Units on the land described in Article II, all as shown on the Condominium Subdivision Plan attached hereto as Exhibit B. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article TI, except that in no event may the Project consist of fewer than four (4) Units, plus any land and improvements for the building in which they are located.

Therefore, any other provisions of this Master Deed to the contrary, notwithstanding, the number of Units in this Condominium Project, may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than four (4). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

**Section 2.** Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development, subject to complying with all laws, ordinances and regulations. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

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**Section 3.** Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000.

**ARTICLE VIII**  
**CONVERTIBLE AREAS**

**Section 1.** Designation of Convertible Areas. Certain areas adjacent to individual Units may be designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

**Section 2.** The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element and is in compliance with the Planned Unit Development Site Plan attached to the PUD Agreement as Schedule B.

**Section 3.** The Developer's Right to Install Addition Landscape and/or Berms. The Developer further reserves the right to install additional landscaped areas and/or berms anytime during the Development and Sales Period anywhere within the Project.

**Section 4.** Developer's Right to Construct Patios or Decks. The Developer reserves the right, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct patios or decks on all or any portion or portions of the Convertible Areas that will be Limited Common Elements of the Units to which they are appurtenant, subject to the approval of the Township. The precise number and location of patios or decks that may be constructed shall be determined by Developer in its sole judgment, but nothing herein contained shall obligate the Developer to construct any patios or decks whatsoever. The patios or decks shall be assigned by the Developer as appurtenant to individual Units on an equitable basis. Any consideration paid by a Co-owner for the construction and assignment of patios or decks shall inure solely to the benefit of Developer; provided that such consideration will be refunded to the Co-owner if such assignment is not made.

**Section 5.** Co-owner's Right to Construct Patios. The Developer reserves the right, during the Construction and Sales Period, to allow individual Co-owners to construct and enclose patios containing not more than 200 square feet of area within the Convertible Area designated for such purpose, subject to the prior written approval from the Developer of the architectural plans for such improvements and subject to the approval of the Charter Township of Genoa. Such enclosed areas shall be Limited Common Elements for the Units to which they are appurtenant. The Association shall have no responsibility for the maintenance, repair, decoration or replacement of such enclosed areas. As provided for under the Act, the Association may specially assess Units with such enclosed areas for the cost of their maintenance if it undertakes to maintain them. Any such improvements shall be completed by the Co-owner prior to the time the Developer files as-built plans for the Condominium Project pursuant to the Act.

**Section 6.** Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

**Section 7.** Approvals of Charter Township of Genoa. Any amendments or modifications under Article VII, or Sections 2 and/or 3 of Article VIII of this Master Deed, including, but not limited to,

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modification of a Unit or Common Element that vary from the approved site plan as referenced in Article I must be approved in writing by the [Charter](#) Township of Genoa.

## **ARTICLE IX OPERATIVE PROVISIONS**

Any expansion or contraction of the Project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below:

**Section 1.** Amendment of Master Deed and Modification of Percentages of Value. Such expansion or contraction of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 2.** Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments in connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and walkways in the Project to any roadways and walkways that may be located on or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on or planned for the area of future development or the contractible area from the roadways and walkways located in the Project.

**Section 3.** Right to Modify Floor Plans. The Developer reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Charter Township of Genoa. All such improvements shall be reasonably compatible with the existing structures in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use, and all such Units must have received all approvals needed from the Township.

**Section 4.** Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded, as determined by the Developer, in order to incorporate into one (1) set of instruments any and all successive stages of the Project's development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and any and all amendments thereto.

**Section 5.** Consent of Interested Persons. All of the Co-owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in

conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**Section 6.** Approvals by the Charter Township of Genoa. No amendment may be made to the Master Deed which affects any approvals granted by the Township unless the proposed amendment has been approved in writing by the Township and the approval is indicated on the amendment as recorded.

## **ARTICLE X EASEMENTS**

**Section 1.** Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

**Section 2.** Easements Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II, VI and VII, or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it, or its successors and assigns, and also for purposes of access to any adjoining land which may now be owned by the Developer and to other residential projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of the access drives and any portion of said area of future development or any adjoining land that may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. Except as otherwise prohibited by Article XIII, Developer may, by a subsequent instrument prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby if Developer deems it necessary or desirable to do so.

(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II, VI and VII, and any adjoining land which may be owned by the Developer or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, or its successors and/or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its state immediately prior to such utilization, tapping, tying-into, extension or

enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and/or VII and any adjoining land that may be owned by the Developer which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land that may be owned by Developer that are served by such mains.

(c) Dedication to the Public. The Developer reserves the right at any time during the Construction and Sales Period to dedicate and/or convey to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right- of-way dedication. There is no promise made that any such dedication will ever take place, notwithstanding the reservation of this right.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies, and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title, subject to the Township's review and agreement.

(e) Nature Preserve Storm Water Detention Pond Easement. The Developer (and the Association) reserve an easement for the benefit of the Co-owners over, through and across the Nature Preserve in order to satisfy any and all responsibilities for the construction, maintenance, repair and replacement of the storm water detention pond as required by the Planned Unit Development Agreement with the [Charter](#) Township of Genoa.

**Section 3.** Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI; subject, however, to the approval of the Developer during the Construction and Sales Period.

**Section 4.** Easements Granted to the [Charter](#) Township of Genoa. By recording this Master Deed the Developer and any party who consents to its recording grants a blanket utility easement to the Township, and its successors and assigns, for the installation, repair, replacement, removal, inspection, operation and alteration of public utilities (being water service facilities such as pipes, conduits, mains, valves and related accessories and sanitary sewer service facilities such as pipes, conduits, mains, valves

and related accessories) for the purpose of providing sanitary sewer service and potable water service over, through and under the Condominium Project. This easement shall extend the right to excavate and refill any ditches and trenches necessary for the location of such public utility installations. This easement shall be of benefit to and a burden on the land described in Articles II, VI and VII of this Master Deed. By agreement between the Township and the Developer (or the Association after the Construction and Sale Period ends), the easements granted under this Section 4 may be modified by an amendment to this Master Deed or by separate recorded instrument to reflect the “as built” locations of the utilities as installed. Any damage to Units or Common Elements as a result of the Township’s (or its successor’s or assign’s) installation, repair, replacement or maintenance activities shall be repaired to the condition that existed at the time the installation, repair, replacement or maintenance activities were undertaken.

**Section 5. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Articles II, VI and VII hereof, and also to fulfill any responsibilities of maintenance, repair or replacement that they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

**Section 6. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer’s approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively “Telecommunications”) to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 7. Emergency Vehicle and Public Services Access Easement.** There shall exist for the benefit of the [Charter](#) Township of Genoa, public utility service providers, any emergency service agency and the United States Postal Service (“USPS”) or any other private and/or emergency service, an easement over all roads in the Development, as depicted on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed, for use by [the Charter](#) Township of Genoa and other service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private essential or emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township or County of Livingston shall have the authority to enforce all applicable traffic codes and regulations on the roads of the Condominium.

## **ARTICLE XI AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners, except as hereinafter set forth:

**Section 1.**     Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

**Section 2.**     Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees of record, allocating one (1) vote for each mortgage held.

**Section 3.**     By Developer. Prior to one (1) year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees of the Project, or the Charter Township of Genoa.

**Section 4.**     Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

**Section 5.**     Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, eighty (80%) percent of non-developer Co-owners and eighty (80%) percent of first mortgagees.

**Section 6.**     Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

## **ARTICLE XII ASSIGNMENT**

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

**ARTICLE XIII**  
**CHARTER TOWNSHIP OF GENOA APPROVAL**

Neither the review, approval and/or acceptance of, or anything contained within this Master Deed, including the Bylaws and Condominium Subdivision Plan, shall be interpreted or construed in any way as constituting a variance from or approval of any violation of any provision of any ordinance of the [Charter](#) Township of Genoa, and any amendment of this Master Deed, including the Bylaws and Condominium Subdivision Plan, relating to any matter subject to the provisions of any ordinance of the Township, shall require the approval of the Township and the approval is indicated on the amendment as recorded.

**ARTICLE XIV**  
**PLANNED UNIT DEVELOPMENT AGREEMENT**

The Developer and the [Charter](#) Township of Genoa have entered into a Planned Unit Development Agreement which is incorporated herein by reference. A Planned Unit Development Site Plan has been submitted by the Developer and has been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses that will be permitted and which may be developed on the Property. The Township has found and concluded that the uses and future development plans and conditions shown on the approved Planned Unit Development Site Plan are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

The terms of the PUD Agreement involve land use authorization and standards, internal road network requirements, drainage system requirements, site improvements, landscaping, utilities and restrictions with respect to the Nature Preserve of open and undeveloped land and the Conservation Area all within the Condominium Premises.

By accepting title to a Unit in the Project (or accepting a mortgage on a Unit), the Co-owners (and Mortgagees) agree to be bound by the terms and conditions of the PUD Agreement and the schedules attached thereto. A copy of the PUD Agreement is available upon request.

**HEALY HOMES AT SUMMERFIELD L.L.C.,  
a Michigan limited liability company**

By: \_\_\_\_\_  
Jack Healy  
Its: Manager and Member

STATE OF MICHIGAN        )  
                                      ) SS  
COUNTY OF LIVINGSTON    )

On this \_\_\_\_\_day of \_\_\_\_\_, 2025, the foregoing Master Deed was acknowledged before me by Jack Healy, Manager and Member of Healy Homes at Summerfield L.L.C., a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My commission expires: \_\_\_\_\_

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Jack D. Healy  
3696 Sleeth Road  
Commerce Township, Michigan 48382

**Bylaws should include language from the master deed stating that the Association shall designate one day a week for lawn mowing.**

## **EXHIBIT A**

### **SUMMERFIELD POINTE ATTACHED CONDOMINIUMS BYLAWS**

#### **ARTICLE I ASSOCIATION OF CO-OWNERS**

Summerfield Pointe Attached Condominiums , a residential Condominium Project located in the ~~Township of Genoa~~Charter Township of Genoa, Livingston County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3 (8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

#### **ARTICLE II ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section I. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance

with the following provisions:

(a) Budget; Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessment as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessment relates. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$3000.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost not exceeding \$3,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. All assessments levied against the Co-owners to

cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments, as determined in accordance with Article II, Section 2(a) above, shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Construction and Sales Period as defined in Article III, Section 10 of the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the Construction and Sales Period, pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment during the Construction and Sales Period of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such Units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the ~~Township of Genoa~~ Charter Township of Genoa.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$50.00 per installment may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all assessments (including interest, late charges, fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit that may be levied while such Co-owner is the Owner thereof, except a land contract purchaser from any Co-owner, including Developer, shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to, and including, the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including, but not limited to, regular assessments, special assessments, interest, fines and late charges shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges that the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(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 that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at the last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and

other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, late charges, fines, if any, attorney's fees and future assessments), (iv) the legal description of the subject Unit, and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III

ALTERNATIVE DISPUTE RESOLUTION; CIVIL  
ACTIONS

In the event of a dispute between the Association and a Co-owner other than the Developer, or a dispute or any claims or grievance between the Co-owners related to the application or enforcement of any Condominium Documents, any party to the dispute may demand the dispute be resolved arbitration as provided under Section 54(8) of the Act ("Alternative Dispute Resolution" or "ADR").

Section 1. Demand and Election.

- (a) Section 54(8) of the Act provides in part: "The Bylaws shall contain a provision providing that arbitration if disputes, claims and grievances arising out of or relating to the interpretation of the application of the condominium document or arising out of disputes among or between Co-owners shall be submitted to arbitration and that parties to the dispute claim or grievance shall accept the arbitrator decision as final and binding..."

- (b) If the demand for Alternative Dispute Resolution is made, no lawsuit may be commenced in any court.

Section 2. Rules. The commercial arbitration rules of the American Arbitration Association (or any recognized successor or equivalent of the AAA should it no longer exist) shall govern arbitration proceedings if arbitration is elected. The rules of a qualified mediation service shall govern mediation proceedings, including mediation conducted by a mediator not affiliated with such a service.

Section 3. Attorney Fees and Costs. Unless the mediation or arbitration rules specifically provide to the contrary, the prevailing party, as determined by the mediator or arbitrator, shall be reimbursed for its actual costs and attorney fees as part of any award.

Section 4. Enforcement. The decision made in any Alternative Dispute Resolution forum shall be enforceable in circuit court (or district court if a monetary award is below the circuit court jurisdictional amount).

Section 5. Lien Claims Not Subject to ADR Election. Disputes related to assessments and liens for assessments may not be subjected to the provisions of this Article, including contests of the lien or any subsequent foreclosure proceedings, except with the consent of the Association, which may be withheld in the Association's absolute and sole discretion. The consent of the Association in that circumstance must be in writing.

Section 6. Not Applicable to the Developer. The provisions of Article III, Section 1 through 5 shall not apply to disputes between the Association and the Developer or between a Co-owner and the Developer unless the Developer has consented to be subject to these provisions in writing.

Section 7. Not Applicable to Title Claims. Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

Section 8. Actions on Behalf of and Against Co-owners. Actions on behalf of and against Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims

on behalf of all Co-owners in connection with the Common Elements of the Condominium.

Section 9. Commencement of Civil Actions. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article are intended to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 10. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 11. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than 20 days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(a) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (i) it is in the best interest of the Association to file a lawsuit;
- (ii) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
- (iii) litigation is the only prudent; feasible and reasonable alternative; and
- (iv) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

- (i) the number of years the litigation attorney has practiced law; and
- (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specifically assessed against each Unit in the Condominium to fund the estimated cost of the civil action in both total and on a monthly per Unit basis, as required by this subparagraph.

Section 12. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the Co-owners with the written notice of the litigation evaluation meeting.

Section 13. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the members of the litigation evaluation meeting.

Section 14. Co-owner Vote Required. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the proposed litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of members of the Association. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 15. Litigation Special Assessment. All legal fees incurred in pursuit of any civil

action that is subject to Sections 8 through 19, inclusive, of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected over a period not to exceed 24 months.

Section 16. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every 30 days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of litigation during the 30-day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 17. Board Meetings. The Board shall meet quarterly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 18. Changes in the Litigation Special Assessment. If at any time during the course of a civil action the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees

and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### ARTICLE IV

##### INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire insurance, extended coverage, vandalism and malicious mischief insurance, liability insurance and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project as set forth below, and such insurance other than title insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium Premises and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. 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 or 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.

(b) Insurance of Common Elements and Fixtures. All 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, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed for some reason to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request with reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of

coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the ~~Township of Genoa~~ Charter Township of Genoa (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire insurance, extended coverage for vandalism and malicious mischief, liability insurance, fiduciary liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may from time to time provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of 80% of the Co-owners in the Condominium and 51% of the mortgagees listed in the "Mortgagees of Units" book referenced in Article VII, Section 1 hereof that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty (80%) percent or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of a Unit that is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture; light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for The payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and

vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee as their interests may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by or insured by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), Michigan State Housing Development Authority ("MSHDA"), Federal Housing Administration ("FHA") or any other similar institutional mortgage holder or mortgage insurer, upon request therefor, the Association shall give the mortgagee or mortgage insurer 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 in amount or damage to a Condominium Unit covered by a mortgage

purchased or insured in whole or in part them exceeds \$1000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co- owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI RESTRICTIONS

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

Section I. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

### Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section I of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year (however, this one(!) year restriction on the length of the lease shall only apply after the Construction and Sales Period has ended) unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(i) A Co-owner desiring to rent or lease a Unit shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(ii) 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.

(iii) 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:

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

(B) 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.

(C) 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 or non-owner occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(iv) 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 shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of flag poles, antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. 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 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 Fire arms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. The following restrictions shall apply to pets.

- (a) No more than two (2) pets may be maintained in a Unit.

(b) All pets must be registered with the Association prior to being brought on to the Condominium Premise or into a Unit. The Association may adopt a pet registration form.

(c) All animals must be cared for and restrained so as not to be obnoxious or offensive on account of, by way of illustration and not as limitation, excessive or persistent barking, odor, or unsanitary conditions.

(d) No animal may be kept or bred for any commercial purpose.

(e) No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No pets may be "tied out" on the Common Elements. While on the Common Elements all animals shall be leashed or restrained on a leash not to exceed ten (10) feet in length. When on the Common Elements, all animals must be accompanied by the owner or other responsible adult.

(f) No savage or dangerous animal shall be kept in the Condominium.

(g) Any Co-owner who causes any animal to be brought or kept upon or within 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.

(h) Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner.

(i) The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

(j) The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section.

(k) The Association shall have the right to adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

(l) Stray animals and wild animals, such as squirrels, pigeons, chipmunks, raccoons, etc., shall not be fed or housed by Co-owners, nor shall Co-owners allow any condition to exist within their Unit or the Common Elements, Limited or General, appurtenant to their Units, which may attract stray or wild animals.

(m) In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in

accordance with duly adopted rules and regulations of the Association.

Section 6. Aesthetics; Exterior Color.

(a) Storage. The Common Elements 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. No unsightly condition shall be maintained on any patio, porch, balcony or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

(b) Exterior Colors. Exterior Unit colors shall be harmonious with the existing neighboring condominium development to be known as Summerfield Pointe. Exterior colors must be natural and subdued. Proposed stain colors shall be submitted to the Developer for approval prior to application. Exterior colors are to match existing attached condominiums in Summerfield Pointe as close as possible subject to availability of materials: (1) Brick Kingsmill Cadillac Queens; (2) shingle Weatherwood by Landmark; (3) trim Navajo White; (4) vinyl siding Desert Tan by Hamilton; and (5) windows: beige.

Section 7. Vehicles. The following restrictions shall apply to vehicles:

(a) Co-owners must park all of their vehicles in the Limited Common Element garage and parking areas assigned to their Units. Any vehicles parked on the General Common Elements must be moved not less than every 48 hours or they will be deemed abandoned and subject to removal by the Association at the expense of the vehicle's owner.

(b) Any unlicensed or non-operative vehicle parked on or within the Condominium Premises for more than forty-eight (48) hours will also be deemed abandoned and subject to removal at the expense of the vehicle's owner.

(c) All vehicles regularly parked within the Condominium Premises must be registered with the Association.

(d) No vehicle repair or non-emergency maintenance or similar repairs are allowed on the common elements, except within the garages of the Units.

(e) Washing or polishing of vehicles may only be undertaken in the garage or on the driveway appurtenant to the Co-owner's Unit.

(f) No vehicles may be parked, stored or maintained on any lawn areas within the Condominium Premises.

(g) Any damage to the Condominium Premises or Project caused by violation of these vehicle restrictions are the responsibility of the Co-owner who owns the vehicle or the Co-owner of the Unit which the operator/owner of the vehicle is visiting.

(h) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all terrain vehicles, snowmobiles, snowmobile trailers or commercial vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored on the Condominium Premises except in the garage appurtenant to a Co-owner's Unit, or parked in an area specifically designated therefor by the Association (however, the Association is not necessarily obliged to designate such an area).

(i) If the prior approval of the Association has been obtained, a Co-owner may park a vehicle of the type listed in subparagraph (h), above, on the Condominium Premises for a period not to exceed seventy-two (72) consecutive hours not more than once per month.

(j) All other uses of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited.

(k) It will be the responsibility of the Co-owner to assure that his or her garage is available for parking of the Co-owner's vehicle. The fact that a garage is used for storage shall not entitle a Co-owner to park a vehicle on the General Common Elements or to appropriate unassigned parking spaces.

(l) Street parking will be allowed only on the side of the street that has been approved for on-street parking under the site plan approved by the [Township of Genoa Charter Township of Genoa](#).

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

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

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Construction and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. 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 rules and 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 and regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping.

(a) Landscaping shall be planted by Developer, its successors or assigns, as designated on the Planned Unit Development Site Plan attached as Schedule B to the PUD Agreement and as required by the ordinances Charter ~~Township of Genoa~~ Charter Township of Genoa. The costs of maintenance, repair or replacement shall be borne by the Association. Use of lawnmowers shall be in accordance with the ordinances of the Charter ~~Township of Genoa~~ Charter Township of Genoa.

(b) No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-owner pursuant to this Section 11 shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

(c) No Co-owner shall cut down or trim any tree located on the Condominium Premises without the prior written approval of the Association, the Township and, during the Construction and Sales Period, the Developer; provided, however, that the Developer (subject to local ordinances, if applicable) shall be entitled to remove any trees which need to be reasonably removed, in the Developer's sole estimation and discretion, in order to develop the Project or construct dwellings and improvements. Each tree removed or trimmed in violation of this provision shall constitute a separate violation and shall subject the offending Co-owner(s) to fines as set forth in these Bylaws. This provision shall apply to any tree located within the Condominium Premises, whether within a General or Limited Common Element. **The Developer does not warrant the condition of any tree or other vegetation native to the Condominium Premises.** Any trees (other than those installed by Developer as part of the

development and which may be subject to the warranty, if any, made by the supplier) shall be trimmed, removed and otherwise maintained by the Association at its sole cost and expense. The Developer shall have no responsibility for, nor bear any of the costs associated with, such maintenance, removal or trimming of such native vegetation and trees.

Section 12. Common Element Maintenance. Sidewalks, pedestrian walkways, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determined duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. **Each Co-owner shall arrange for their own individual trash pick-up and disposal.** Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit that are appurtenant to or that 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 his family, guests, 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). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

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Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan 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 Developer and the ~~Township of Genoa~~ Charter Township of Genoa. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, 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**

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**the same,** and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The

purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Construction and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the 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, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) Landscaped Areas and Berms. The Developer further reserves the right to install additional landscaped areas and/or berms anytime during the Development and Sales Period anywhere within the Project.

(d) 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 Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws (but is not obligated to do so) 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 notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 15. Non-Disturbance of Wetlands. As provided under the provisions of the Natural Resources and Environmental Protection Act, 1994 Public Act No. 451, as amended by 1995 Public Act 59 and as may be subsequently amended, wetlands located within the Condominium Project may not be disturbed; a disturbance of a wetland is considered to be depositing material in it, dredging or removing material from it, draining water or constructing improvements within a wetland. **Co-Owners should take note that the penalties under the Act are substantial.** It is the Developer's intention that the wetlands be maintained in a natural state. In order to assure no inadvertent violations of the Act or other laws occur, no Co-owner may disturb the wetlands within the Condominium Project that are depicted on the Condominium Subdivision Plan and the Planned Unit Development Site Plan. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section. The ~~Township of Genoa~~Charter Township of Genoa may also enforce ~~the terms of this Section~~its wetland ordinance. This Section may not be amended or modified without the consent of the ~~Township of Genoa~~Charter Township of Genoa and the Michigan Department of Environmental Quality. Those consents shall be evidenced by their written approval on any recorded amendment affecting this Section 15.

Section 16. Wetlands Preservation: Prohibited Fertilizer Use. No fertilizers, herbicides or pesticides may be used by Co-owners or the Association on the Units or Common Elements of the Condominium Project which may damage the wetlands that may be located in or bordering on the Condominium Project and the lands within it. The Association may ban the use of fertilizers, herbicides and pesticides that, in the Association's reasonable estimation, might damage the wetlands located in or bordering on the Condominium Project.

Section 17. **NO WARRANTY ON EXISTING TREES AND VEGETATION.** The Developer makes no warranty, express or implied, with respect to any native trees or vegetation within the Project. Also, vegetation and trees native to the site are being delivered to the Co-owners in an "as is" and "where is" condition. The Developer shall have no responsibility or liability to any Co-owner, the Association, or any of their successors or assigns, with respect to any native trees or native vegetation within the Project that dies or suffers damage during the Construction and Sales Period. The cost of removal and replacement (if desirable or necessary) shall be: (a) the responsibility of the Co-owner if the tree or vegetation is within their Unit or a Limited Common Element appurtenant thereto, or (b) the responsibility of the Association if the tree or vegetation is located on a General Common Element. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATING TO THE CONSTRUCTION AND DEVELOPMENT OF THE PROJECT.

THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 18. Planned Unit Development Agreement. The Condominium Project is also subject to the terms of the Planned Unit Development Agreement with the ~~Township of Genoa~~ Charter Township of Genoa that has been recorded and is further described in the Master Deed.

Section 19. Woodlands Preservation. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, and only with the approval of the Developer (or the Association after the Construction and Sales Period) and ~~the~~ in compliance with the Township of Genoa Charter Township of Genoa's ordinances.

Section 21. Enforcement of Restrictions. In addition to the enforcement rights granted to the Developer, the Association and Co-owners under the Act, the provisions of Article VI, Sections 15, 16, 19 and 20 may be enforced by (a) any Co-owner; (b) the Michigan Department of Environmental Quality, (c) the ~~Township of Genoa~~ Charter Township of Genoa, or (d) the Association.

Section 22. Decorative Garage Lights. Because there are no street lights within Summerfield Pointe Attached Condominiums, each Unit will have lights on the exterior of the garage operated by a photo cell. Each Unit Co-owner will be responsible for the replacement of light bulbs and payment for electricity supplied for operation of the lights. The lights must be set to go on at dusk and off at dawn.

Section 23. Irrigation Controls. Each building in Summerfield Point will have an irrigation system and clock/timer that will control irrigation. The electricity for that system will be supplied by and metered to one Unit in each building. The Association will credit the Co-owner of the

Unit up to \$5.00 per month against the association dues for the months of June, July and August when the system is in operation.

ARTICLE  
VII  
MORTGA  
GES

Section 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 "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, i.e. vandalism and malicious mischief, and the amounts of such coverage. The Association shall provide said mortgagees at least thirty (30) days prior written notice before canceling any insurance policy or coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Material Change or Termination of Legal Status of Condominium. In addition to the consent required under Section 4 of the Master Deed, an affirmative vote of 51% of the mortgagees listed in the "Mortgagees of Units" book shall be required to materially change or terminate the legal status of the Condominium.

ARTICLE VIII  
VOTING

Section I. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual

Meeting of members 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 and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Unit which it owns and for which it is paying Association maintenance expenses. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent of the

Units that may be created in Summerfield Pointe Attached Condominiums have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a business day during the second or third week of April each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days, but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For

purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

#### ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within 120 days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI  
BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of three (3) members and shall continue to be so comprised until enlarged to five (5) members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of five (5) directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from three (3) persons to five (5) persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, one (1) of the five (5) directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the Units that may be created, two (2) of the five (5) directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners

have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase but shall not reduce the minimum election and designation rights otherwise established in subparagraph (i) above. Application of this subparagraph 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 subparagraphs (b) and (c)(i), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(ii) 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 subparagraph shall not eliminate the right of the Developer to designate one (1) director as provided in subparagraph (i) above.

(iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one (1) slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties that may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

- (c) To carry insurance and collect and allocate the proceeds thereof
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers that are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or that is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. During the Construction and Sales Period, the Developer shall have the right to disapprove any decision by the Board of Directors to manage the property without a professional management agent.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner-elected directors which occur prior to the Transitional Control Date

may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 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 may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be

binding upon the Association so long as such actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums due for such bonds shall be expenses of administration.

## ARTICLE XII

### OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

(a) President. The President shall be the chief executive officer of the Association. He 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, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he 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.

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such

purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall be, from time to time, authorized by the Board of Directors.

#### ARTICLE XIII

##### SEAL

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

#### ARTICLE XIV

##### FINANCE AND RECORDS

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or similar other federal government agency and may also be invested in interest-bearing obligations of the United States Government.

#### ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS;

##### OFFICERS' AND DIRECTORS' INSURANCE

Section 1. Indemnification of Officers and Directors. No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article XV shall apply to or have any effect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer which occurred after the date of the filing of the Articles of Incorporation of Summerfield Point Condominium Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort, and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he may be a party or in which he may become involved by reason of his being or having been a

director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association may provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of

the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

#### ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or may be proposed by one-third (1/3) or more of the Co-owners by instrument in writing signed by them. In the event any amendment of these by-laws and Master Deed impacts the Charter Township of Genoa's interests, then such amendment needs written approval from the Charter Township of Genoa before it becomes effective.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-seven (67%) percent of the mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

#### ARTICLE XVII COMPLIANCE

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

provisions of the Act, the Act shall govern.

#### ARTICLE XVIII

##### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

#### ARTICLE XIX

##### REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessments) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise

of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XX

### ASSESSMENT OF FINES

Section I. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association acting through its duly constituted Board of Directors of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board of Directors, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board of Directors and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board of Directors shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

- (b) Second Violation. Fifty (\$50.00) Dollar fine.
- (c) Third Violation. One Hundred (\$100.00) Dollar fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Fifty (\$150.00) Dollar fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium Assessment on the first of the next following month. Failure to pay any fine will subject the Co-owner to all liabilities set forth in the Condominium Documents, including, without limitation, those described in Article II and Article XIX of the Bylaws.

#### ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors and/or assigns shall terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article ID of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer, or its successors and assigns, in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents that shall not be terminable in any manner hereunder and that shall be governed only in accordance with the terms of their creation or reservation and not hereby).

#### ARTICLE XXII SEVERABILITY; RULES OF CONSTRUCTION

Section 1. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Section 2. Rules of Construction.

(a) In the event of a conflict between the Act, the Master Deed, Articles of Incorporation, Bylaws and Rules and Regulations, the Act shall control.

(b) In the event of a conflict between the Master Deed, the Bylaws, Articles of Incorporation or Rules and Regulations, the Master Deed shall control.

(c) In the event of a conflict between the Articles of Incorporation, the Bylaws or Rules and Regulations, the Bylaws shall control.

(d) In the event of a conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control.

**Per PUD Agreement: Master deed shall provide that the Association shall designate one day a week for lawn mowing**

**MASTER DEED  
SUMMERFIELD POINTE ESTATES**

This Master Deed is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Healy Homes of Summerfield LLC, a Michigan Limited Liability Company (the "Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Summerfield Pointe Estates as a Condominium Project under the Act and does declare that Summerfield Pointe Estates (the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and the attached Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as Summerfield Pointe Estates, Livingston County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

## ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:

Commencing at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses: 1) N01°35'17"W (recorded as N01°50'51"E) 1366.11 feet and 2) N02°11'05"W (recorded as N01°50'51"E) 569.39 feet to the PLACE OF BEGINNING and 3) N02°11'05"W (recorded as N01°50'51"E) 955.74 feet to the center of Section 4; thence along the East-West 1/4 line of Section 4, N88°53'35"E 1177.52 feet (recorded as S87°40'06"E 1162.17 feet); thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet; thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet); thence S01°33'04"E 373.67 feet (recorded as S01°53'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 132.62 feet; thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses: 1) S87°51'55"W (recorded as N88°42'19"W) 144.66 feet 2) N54°02'14"W (recorded as N50°36'28"W) 244.39 feet and 3) S82°05'20"W 291.13 feet (recorded as S85°31'06"W 285.32 feet) to the Place of Beginning. Containing 22.22 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

And

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:

**BEGINNING** at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses: 1) N01°35'17"W 1366.11 feet and 2) N02°11'05"W 569.39 feet (*recorded as N01°50'51"E 1936.02 feet*); thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses: 1) N82°05'20"E 291.13 feet (*recorded as N85°31'06"E 285.32 feet*), 2) S54°02'14"E (*recorded as S50°36'28"E*) 244.39 feet and 3) N87°51'55"E (*recorded as S88°42'19"E*) 144.66 feet; thence S02°08'43"E (*recorded as S01°17'41"W*) 377.94 feet; thence N84°03'00"E (*recorded as N87°29'24"E*) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (*recorded as S02°21'39"W 243.95 feet*); thence S01°39'07"E 226.89 feet (*recorded as S01°45'17"W 227.42 feet*); thence S67°21'52"W 79.51 feet (*recorded as S70°51'31"W 80.28 feet*); thence S79°55'57"W (*recorded as S83°20'15"W*) 95.00 feet; thence S03°24'18"E (*recorded as S00°00'00"W*) 97.26 feet; thence S80°36'56"W (*recorded as S84°01'14"W*) 77.58 feet; thence S09°28'23"E (*recorded as S06°04'05"E*) 130.52 feet; thence S78°24'48"E 34.65 feet (*recorded as S75°00'30"E 34.93 feet*); thence S12°42'26"E 416.34 feet (*recorded as S09°16'02"E 416.23 feet*); thence Southeasterly 59.62 feet along the arc of a 200.00 foot radius curve to the right, through a central angle of 17°04'52" and having a chord bearing S04°10'00"E (*recorded as S00°43'36"E*) 59.40 feet; thence S04°22'26"W (*recorded as S07°48'50"W*) 13.56 feet; thence S80°11'15"W (*recorded as S83°37'39"W*) 60.77 feet; thence S03°26'24"E (*recorded as S00°00'00"W*) 34.61 feet; thence along the West line of Lawson Drive, S05°38'45"E (*recorded as S02°12'21"E*) 150.00

feet; thence along the South line of Section 4, as previously surveyed, S86°50'35"W 546.06 feet (*recorded as N89°43'06"W 546.16 feet*) to the Point of Beginning.

Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

### **ARTICLE III DEFINITIONS**

Certain terms are utilized not only in this Master Deed and the attached Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Summerfield Pointe Estates Home Owners Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Summerfield Pointe Estates as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Summerfield Pointe Estates Home Owners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means the attached Exhibit A, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and the attached Exhibits A and B, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Summerfield Pointe Estates as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Summerfield Pointe Estates, as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the attached Exhibit B.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Summerfield Pointe Estates as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time under Articles VI and VII of this Master Deed, and all Units and Common Elements therein, as constructed, and which shall express

percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Co-owner or Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner,” wherever used, shall be synonymous with the term “Co-owner.”

Section 11. Developer. “Developer” means Healy Homes of Summerfield, LLC, a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns including any successor developer(s) under section 135 of the Act. All successor developers under Section 135 of the Act shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. Development and Sales Period. “Development and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed until one (1) year after the Developer no longer owns a Unit in the Condominium Project. For the purposes of this Section, the term “Developer” shall also mean any successor developer(s) as defined in Section 135 of the Act.

Section 13. First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean a single Unit in Summerfield Pointe Estates, as such space may be described in Article V, Section 1 of this Master Deed and on the attached Exhibit B, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

Section 16. Mailbox Fee. “Mailbox Fee” means the \_\_\_\_\_ dollar (\$ \_\_\_\_\_) mailbox installation fee paid by each initial purchaser of a Unit from Developer in Summerfield Pointe Estates at the closing of the purchase of the Unit. The Mailbox Fee is in addition to other fees and assessments to be paid to Developer at the closing of a Unit.

Section 17. PUD Agreement. “PUD Agreement” means that certain Summerfield Pointe Planned Unit Development Agreement by and between the Township and Developer’s Predecessor in interest, dated April 19, 2002, recorded in Liber 3533, Page 0900, Livingston County Records, as amended by that certain First Amendment to Summerfield Pointe Planned Unit Development Agreement, recorded,

or to be recorded in the Livingston County Records, which sets forth requirements from the Township in relation to the zoning and development of the Project. All Co-Owner's acknowledge and agree that the Condominium is subject to the terms and conditions of the PUD Agreement.

Section 18. Future Aster Boulevard Easement; Emergency Access Gate. "Future Aster Boulevard Easement" means the future easement and permission that Developer or the Association will grant to the neighboring property owner to the west of the Condominium to connect to the Roads in Summerfield Pointe via Aster Boulevard. Developer, and the Association, if after the Transitional Control Date, shall grant the Future Aster Boulevard Easement in accordance with the terms of the PUD Agreement. In the event that the road connecting Summerfield Pointe Estates and the neighboring property known as Summerfield Pointe via Aster Boulevard is installed, the co-owners of Units in in the neighboring Summerfield Pointe shall have the right to utilize the future roads to be located in Summerfield Pointe Estates. Once construction of the Future Aster Boulevard Easement is complete, the portion of Aster Boulevard located wholly within the Project will be considered part of the Roads in the Condominium and will be maintained by the Association pursuant to this Master Deed. The location of the Future Aster Boulevard Easement is shown on the Condominium Subdivision Plan attached as Exhibit B hereto. Developer shall install an emergency vehicle access gate on Aster Boulevard near the west property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring Hampton Ridge to emergency vehicle access only. The Association shall maintain Aster Boulevard, including snow removal to ensure access by emergency vehicles. The Association for Summerfield Pointe Estates shall maintain, repair and upkeep, at its sole cost and expense, the emergency vehicle access gate the emergency vehicle access gate and related appurtenances, the cost of which will be passed down to Co-Owners via assessments in accordance with the Bylaws.

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

#### **ARTICLE IV COMMON ELEMENTS**

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II above, including the roads located within the Condominium (only until dedicated to the public and if requested or required by the Charter Township of Genoa) and related emergency access improvements, including, but not limited to emergency access gate described in Article III, Section 18 above, as shown on the Exhibit B Condominium Subdivision Plan attached hereto, and other common areas, if any, not identified as Limited Common Elements.

(b) Electrical. The electrical transmission lines and transformers throughout the Project, up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings.

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

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

(e) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.

(f) Storm Drainage System. The storm water drainage system including detention ponds and appurtenances throughout the Project.

(g) Entrance Areas. The entrance areas to the Condominium as shown as General Common Elements as the Condominium Subdivision Plan.

(h) Sanitary Sewer System. The sanitary sewer system throughout the Project up to the point of lateral connection for service to Units and dwellings.

(i) Water Service System. The water service system and water mains throughout the project up to the point of lateral connection for service to Units and dwellings.

(j) Sprinkler System. Any sprinkler system(s), if and when installed, by the Developer to serve general common lawn areas shall be General Common Elements to be maintained, repaired and replaced by the Association.

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

(l) Landscaping. All landscaping, if any, installed by the Developer on the Entrance Areas or on any other area constituting a General Common Element.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project, including all open spaces and storm water detention facilities and appurtenances.

Section 2. Limited Common Elements. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant.

(a) Utility Service Leads. Any utility service leads which connect any utility lines of any sort located within the Common Elements of the Project to any dwelling shall be Limited Common Elements limited in use to the Unit(s) which they serve.

(b) Driveways and Walks. Driveways and walks are Limited Common Elements serving the Units as depicted on the Condominium Subdivision Plan are limited in use to the Units which they serve.

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

(a) Co-owner Responsibilities.

- (1) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided with respect to exterior maintenance of dwellings, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling as a Limited Common Element (such as driveways, walks, utility leads, decks, and air conditioner compressors and pads), shall be borne by the Co-owner of the Unit which is served by such Limited Common Elements; provided, however, that the exterior appearance of such dwelling, the Units and appurtenant Limited Common Elements, to the extent visible from any other dwelling, Unit or Common Element in the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.
- (2) Utility Services. All costs of electricity, water (including irrigation costs) and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the Co-owner of the Unit to which such services are furnished.
- (3) Landscaping. Each Co-owner shall be responsible for the initial installation of landscaping in his or her Unit and the yard area appurtenant to the Unit, including the planting of two street trees (canopy trees) per Unit. Co-owners shall be responsible for and bear the costs of replacement of all landscaping installed in their respective Units and yard areas, including lawns and sprinkler systems. After initial installation by the Co-Owner, the Association shall be responsible for maintaining the lawn and sprinkler system and yard area located on each Co-Owner's Unit (but the costs shall be assessed to Co-Owners as set forth in Section (b)(ii) below), including snow and ice removal from sidewalks. General Common Element landscaping installed by the Developer shall be maintained, repaired and replaced by the Association. The expense of such maintenance relating to lawn and sprinkler systems, lawn maintenance, landscaping and snow removal thereof shall be assessed to the Co-Owners as set forth in Article II of the Bylaws.

**Commented [AR1]:** Street trees are required to be installed prior to Certificate of Occupancy for each unit. Lawn cutting shall be designated to one day a week.

(b) Association Responsibility for Units and Common Elements: Exterior Maintenance of Dwellings/Residence on Units.

- (i) Each Co-Owner shall be responsible for routine maintenance and repair and replacement of the exteriors the residences built within the Units. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. As required under the Act, The Association is responsible for maintenance, repair and replacement of all General Common Elements.
- (ii) Notwithstanding any other provisions of the Condominium Documents to the contrary, the responsibility for, and the costs and expense of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including, but not limited to, the irrigation and sprinkler systems,

and any fire suppression and sprinkler systems, located on each Unit, and snow and ice removal on porches, patios and decks located within or upon, or directly to the rear (outside) of a Unit, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit. Co-Owner is responsible for the routine exterior maintenance of the dwellings or residences located on Units. The Co-Owner shall undertake exterior building maintenance, roof shingle repair and replacement (but not including underlayment sheets or other roof structural elements), exterior painting, caulking, siding maintenance. Additionally, all windows, doors, and garage door, doors, decks (if any) and patios (if any) shall be maintained, repaired and replaced by the Co-Owners of the Unit, not the Association.

- (iii) The Association shall also be responsible for maintaining Common Element open space of the Condominium Project immediately adjacent to the single family homes and lawn areas within Units. Planting beds, if any shall be installed and maintain by the Co-Owners of Units, not by the Associations.
- (iv) The Association shall undertake snow removal from walks, driveways and Roads.
- (v) The Co-owners of Units shall solely be responsible for all cost of irrigation systems located on such Co-Owner's Unit, including maintenance repair and replacement as their individual cost and expense. Each Co-Owner shall be responsible for the cost of utilities, such as water and electrical charges, serving such Co-Owner's Unit in relation to the irrigation and lawn sprinkler systems connected to and serving each Co-Owner's Unit.
- (vi) The Association shall not be responsible for maintenance, repair or replacement of and decks or patios or others landscaping hardscape on Units which are the responsibility of the Co-Owners of Units.
- (vii) The Association shall not be responsible for the costs of irrigation of lawns and landscaping on Units, provided, however, the Association shall be responsible for irrigation of the Common Elements as set forth in Section 1(j) above. Each Co-Owner shall cause the irrigation and sprinkler system connected to their Unit/structure to irrigate the lawn and landscaping on each Co-Owner's respective Unit, no less than three times per week between May 1 and September 30 each year.
- (viii) The Association's maintenance responsibilities for Units do not include the cost of insurance which is the responsibility of the individual Co-Owners of Unit.
- (ix) Notwithstanding the Association's maintenance obligations in Section 3(d) the cost of replacement of any part of the dwelling or residence and the cost of replacement (rather mere maintenance) of the landscaping shall be borne by the Co-Owners of Units as their individual responsibility and expense.

(c) Maintenance Until Dedicated; Roads. The roads referred to in Article IV, Section 1(a) above will be maintained, replaced, repaired and resurfaced as necessary by the Association or the condominium association for the neighboring Summerfield Pointe. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement

costs until dedication occurs. The Association shall not be responsible for the maintenance, repair or replacement of the driveways which serve the Units. The costs of the foregoing maintenance, repair, replacement and resurfacing by the Association or the neighboring condominium association for Summerfield Pointe shall be assessed to the Co-Owners in Summerfield Pointe Estates on a pro-rata basis based on the number of Units in Summerfield Pointe Estates and Summerfield Pointe. Co-Owners acknowledge and agree that they will be subject to assessments relating to Article XIII and the cost sharing with the neighboring community and as required under the PUD Agreement. The Association for Summerfield Pointe Estates shall maintain, repair and upkeep, at its sole cost and expense, the emergency vehicle access gate the emergency vehicle access gate and related appurtenances described in Article III, Section 18 above.

(d) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

(e) Sprinkling Systems for Entrance Ways. The Association shall be responsible for the repair, replacement and maintenance of any of the sprinkler systems within the entrance ways and the cul-de-sac islands including all electrical appliances such as (if installed) pumps, timers and controls which operate the system, if and when installed wherever they may be located.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications, shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sanitary, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant.

Section 6. Open Space Areas. The open space areas, wetlands, woodland preservation areas, greenbelt areas and parks, if any, as shown on Exhibit B, together with any related improvements shown on Exhibit B or the approved final site plan for the PUD Agreement are General Common Elements of the Condominium. Except for construction, installation and maintenance of certain storm water drainage areas, utilities and other improvements and grading as shown on Exhibit B, and the approved final site plan, and access by Developer and the Association for maintenance, repair and replacement of such improvements, the Open Space Areas, including, but not limited to any wetland and woodland preservation areas contained therein, shall be perpetually preserved and maintained in their natural and undeveloped condition by the Association.

## **ARTICLE V UNIT DESCRIPTIONS, PERCENTAGES OF VALUE AND CO-OWNER RESPONSIBILITIES**

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Summerfield Pointe Estates, as prepared by Desine, Inc. and attached to this Master Deed as Exhibit B. As of the date of this Master Deed, there are 102 Units in the Condominium. Each Unit shall consist of the space located within Unit boundaries as shown on the attached Exhibit B and delineated with heavy outlines together with all appurtenances thereto. The plans and specifications for the Project have been filed with the Charter Township of Genoa. All dwellings must be constructed within the Units as depicted on Exhibit B.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Summerfield Pointe Estates shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

## **ARTICLE VI EXPANSION OF CONDOMINIUM**

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

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

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

Elements within the Area of Future Development. The nature of the General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 4. Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in relation to the number of Units in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as expanded, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, subject to the approvals of the Charter Township of Genoa.

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

Section 7. Consent of Interested Parties. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of Article 10 and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

Section 8. Charter Township of Genoa Approval Required. Any amendments under Articles III, IV, and VI through XI of this Master Deed are subject to the approval of the Charter Township of Genoa at its discretion. The rights set forth in Articles VI through X are incorporated in this Master Deed for the purpose of providing the Developer and the Charter Township of Genoa reasonable flexibility to amend the Project Documents should appropriate circumstances arise.

Section 9. Expansion Under Section 36, Condominium Act. As provided under Section 36 of the Act, MCL 559.136, undivided interests in land may be added to the Condominium Project as common elements and with respect any such land added Co-owners may be tenants in common, joint tenants, or life tenants with other persons. A Condominium Unit shall not be situated on the lands. The Master Deed, or

any amendment to Master Deed of the Condominium project shall include a legal description of the land added under this Section 6 and shall describe the nature of the Co-owners' estate in it.

## **ARTICLE VII CONTRACTION OF CONDOMINIUM**

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of One Hundred and Two (102) Units on the land described in Article II, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II, except that in no event may the Project consist of fewer than two (2) Units, being Units 1 and 2 as they are depicted on Exhibit B attached hereto. Furthermore, any land re-incorporated added under Article VI above shall be deemed to be part of the contractible area under Article VII (the "contractible area").

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and without the consent of the Co-Owners, but in no event shall the number of Units be less than two. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 9.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 4. Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium.

In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 5. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000.

## **ARTICLE VIII CONVERTIBLE AREAS**

Section 1. Designation of Convertible Areas. All Units and Common Elements are hereby designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified or created.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion and without the consent of Co-Owners, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element, including the creation or elimination of Units or Common Elements.

Section 3. Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Charter Township of Genoa.

Section 4. Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 5. Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer

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

## **ARTICLE X OPERATIVE PROVISIONS**

Subject to Article VII, Section 8, any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in relation to the number of Units in the Condominium, when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to (or withdrawn from) the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development or the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the area of future development or the contractible area from the roadways and sidewalks located in the Project.

Section 3. Right to Modify Units; Plans. The Developer further reserves the right to amend and alter the Units described in the Condominium Subdivision Plan attached hereto as long as any Unit so altered has not been sold at the time the alteration is made. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, subject to approval of the Charter Township of Genoa. All improvements shall be reasonably compatible with the existing improvements in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to

incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

#### **ARTICLE XI SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

Although it is recognized that at the time of the recording of this Master Deed, the size of the Units may make it impractical to subdivide, consolidate, or modify the boundaries of Units, notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, applicable zoning laws and regulations in effect in the Charter Township of Genoa at the time, and this Article and only with the approval of the Charter Township of Genoa and any required review process. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the approval of Charter Township of Genoa, if required under local ordinances, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law,

which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. Subject to the approval of the Charter Township of Genoa, if required under local ordinances, one or more Co-owners may undertake:

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon request to and approval by the Association and the Developer during the Development and Sales Period and further subject to the applicable zoning regulations then in effect in Charter Township of Genoa. Upon receipt of such request and submission of evidence that the Charter Township of Genoa has approved of the proposed division, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Livingston County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request and submission of evidence that the proposed consolidation of Units has been approved by the Charter Township of Genoa, the president of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value if necessary, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Livingston County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article X.

## **ARTICLE XII EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of an improvement, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium. The Developer and the Association also hereby reserve easements within General Common Elements for the purpose of construction and maintenance of entry markers or signs identifying the Condominium by name. The size, design and precise location of such markers or signs shall be at the sole discretion of the Developer and the Association shall be responsible for the maintenance, repair and replacement thereof, and in accordance with the existing ordinances of the Charter Township of Genoa.

Section 2. Easements and Right to Dedicate Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it or its successors and assigns and also for purposes of access to any adjoining land which may now be owned by the Developer and to other residential projects within the area of future development by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article, and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of said main service roads and any portion of said area of future development or any adjoining land which may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. The Co-owners shall be responsible from time to time for payment of a proportionate share of the above expenses with respect to each main service road which shall be determined by multiplying such expenses times a fraction the numerator of which is the number of completed dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other completed dwelling units in developments utilize such main service road for access. Except as otherwise prohibited by Article VI, Section 4, and Article IX, Section 6, Developer may, by a subsequent instrument, prepared and recorded in its discretion, without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so.

(b) Dedication to the Public. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Summerfield Pointe Estates,

shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. While contemplated, the decision to accept dedication is in the discretion of the Road Commission of Livingston County and the Developer cannot guarantee acceptance by the Road Commission. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in Livingston County Register of Deeds. ALL CO-OWNERS SHOULD TAKE NOTE THAT NOTWITHSTANDING THE PROVISIONS STATED HERE ACCEPTANCE OF A DEDICATION IS A DECISION SOLELY WITHIN THE DISCRETION OF THE PUBLIC BODY WITH JURISDICTION OVER ROADS AND THE REQUIREMENTS OF THE LOCAL PUBLIC AUTHORITIES. It is very unlikely the roads will be accepted by Livingston County Road Commission.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles VI and VII and any adjoining land thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII and any adjoining land which may be owned by the Developer which are served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land which may be owned by Developer that are served by such mains.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the attached Exhibit B, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements (including dedication of the sidewalks), licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes, as may be necessary for the benefit of the Condominium

subject to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited or burdened thereby. Developer, or the Association, if after the Transitional Control Date, shall have the right to grant the Future Aster Boulevard Easement. All Co-Owners acknowledge and agree that the Roads in Summerfield Pointe shall connect to the neighboring property and the neighboring property may utilize the Roads in Summerfield Pointe.

Section 4. Association Right to Dedicate Public Rights-of-Way; Make Other Dedications, and Act Upon Special Assessment Proceeding. The Association, upon expiration of the Development and Sales Period, acting through its lawfully constituted Board of Directors shall be empowered to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways or sidewalks in Summerfield Pointe Estates, shown as General Common Elements in the Condominium Subdivision Plan provided that such dedication meets all of the requirements of the local public authority. Furthermore the Association has the right to make any and all other public dedications which are required by any local Unit of government having jurisdiction over the Condominium Project. There is no promise that any such dedication will ever take place, notwithstanding the reservation of this right. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in Livingston County Register of Deeds. The Association shall further be empowered, at any time, to execute petitions for and to act on behalf of all Co-owners in any statutory proceedings regarding special assessment improvements of the roadways or drainage systems in the Condominium. Consistent with Section 131 of 1978 Public Act 59 as amended (MCL 559.231) the Association shall be vested with the power to sign petitions requesting establishment of a special assessment district pursuant to any provisions of applicable Michigan statutes for improvements of public roads within or adjacent to the condominium premises upon approval by and affirmative vote of not less fifty-one percent (51%) of the Co-owners of that own Units within the special assessment district. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. ALL CO-OWNERS SHOULD TAKE NOTE THAT NOTWITHSTANDING THE PROVISIONS STATED HERE ACCEPTANCE OF ANY DEDICATION IS A DECISION SOLELY WITHIN THE DISCRETION OF THE PUBLIC BODY WITH JURISDICTION OVER ROADS.

Section 5. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium including without limitation an easement over all Units for maintenance, repair and replacement of lawn sprinkling systems and related controls, clocks, meters and valves; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his or her Unit unless otherwise provided herein, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his or her Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located therein or any Limited

Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit within the Project. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Charter Township of Genoa, public utility service providers, any emergency service agency and the United States Postal Service ("USPS") or any other private and/or emergency service, an easement over all roads in the Development, as depicted on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed, for use by Township of Genoa and other service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private essential or emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township or County of Livingston shall have the authority to enforce all applicable traffic codes and regulations on the roads of the Condominium.

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### **ARTICLE XIII AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. Mortgagee, Mortgage Insurer and Mortgage Guarantor Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgagee insurers or mortgage guarantors, then such amendments shall require the approval of 66-2/3% of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one vote for each mortgage held. No more than one vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

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

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and mortgagees, allocating one vote for each unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

Section 7. Amendment by Association Board of Directors. The right is further reserved to the Board Directors of the Association, after the Construction and Sales Period ends, to make amendments to the Master Deed and Bylaws without the consent of mortgagees or the Co-owners as long as the amendments do not materially change the rights of the Co-owners and subject only to the provisions of Section 90(1) of the Act. For the purpose of this Section 7, an amendment that does not materially change the rights of a co-owner or mortgagee includes, but is not limited, to modifications of Common Elements and appurtenant Limited Common Elements, provisions related to insurance, reconstruction, maintenance, repair and replacement, fines, fees, and changes or additions related to health, safety and welfare of the Co-owners and occupants, or the operation and administration of the Condominium Project generally, and by

accepting title to a Unit a Co-owner agrees that all such amendments do not materially change a Co-owner's rights.

Section 8. Approvals by Municipality; Open Space and General Common Elements. No amendment may be made to the Master Deed which affects any approvals granted by the Charter Township of Genoa unless the proposed amendment has been approved in writing by the Charter Township of Genoa and the approval is indicated on the amendment as recorded. The open space areas and General Common Elements as set forth on the approved site plan, shall not be modified by the Developer without the prior written consent of the Charter Township of Genoa granted or withheld on its sole consent.

Section 9. Developer Responsibility. The Developer shall remain responsible for maintenance of General Common Elements until either responsibility is assumed by the Road Commission for Livingston County, as may be applicable, or until the Transitional Control Date.

Section 10. Open Space Preserved. General Common Element open spaces set forth on the Condominium Subdivision Plan and as approved by the Charter Township of Genoa shall remain as open spaces and may be developed only as provided in the approved site plan.

#### **ARTICLE XIV ASSIGNMENT**

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

#### **ARTICLE XIII**

##### **ADJOINING SUMMERFIELD POINTE CONDOMINUM**

Section 1. Easement Rights. The Condominium Project benefits from certain access and utility easement rights granted pursuant to the Article X, Section 2 of the Master Deed of Summerfield Pointe as recorded in Liber 4218, Page 874, Livingston County Records, Livingston County Condominium Subdivision Plan No. 295

Section 2. Joint Maintenance of Summer Ridge Drive and Lawson Road. The Condominium Project adjoins Summerfield Pointe and the two condominium projects jointly use certain roads such as Summer Ridge Drive East and the portion of Lawton Road which is not dedicated to the public. Summerfield Pointe Association, the administrator of Summerfield Pointe, is generally responsible for the maintenance, repair and replacement of those roads and Summerfield Pointe Estates Association shall reimburse Summerfield Pointe Association for a proportionate share of the reasonable costs of maintenance, repair and replacement, such as snow removal, pavement repair and replacement, and maintenance of associated berms, open space and roundabout infrastructure ("Road Maintenance Costs"). However Summerfield Pointe Estates and Summerfield Point Estate Association shall not otherwise share in the expenses of administration of Summerfield Pointe's common elements or project administration and likewise Summerfield Pointe and Summerfield Point Association shall not share in the expenses associated with the common elements and administration of Summerfield Pointe Estates. Each condominium project will be otherwise responsible for maintenance of the common elements within their respective condominium projects. Developer shall install an emergency vehicle access gate on Aster Boulevard near the west property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring

Hampton Ridge to emergency vehicle access only. The Association for Summerfield Pointe Estates shall maintain, repair and upkeep, at its sole cost and expense, the emergency vehicle access gate the emergency vehicle access gate and related appurtenances.

Section 3. Expense Percentage. Summerfield Pointe Associations shall pay 27% of the Road Maintenance Costs as its proportionate share. The proportionate share of the Road Maintenance Costs shall be and expense of administration of the Condominium Project.

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[Signature on Following Page]

DEVELOPER:

HEALY HOMES AT SUMMERFIELD LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Jack Healy  
Its: Manager and Member

STATE OF MICHIGAN       )  
                                      ) SS  
COUNTY OF OAKLAND    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025 this Master Deed was acknowledged before me by Jack Healy,  
the Manager of Healy Homes of Summerfield LLC, on behalf of the Michigan limited liability company.

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

**DRAFT BY AND RETURN TO:**

Jack D. Healy  
3696 Sleeth Road  
Commerce Township, Michigan 48382

**EXHIBIT A**

**SUMMERFIELD POINTE ESTATES**

**BYLAWS****W**

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Bylaws should include language from the master deed stating that the Association shall designate one day a week for lawn mowing.

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## TABLE OF CONTENTS

ARTICLE I ASSOCIATION OF CO-OWNERS .....	7
ARTICLE II ASSESSMENTS .....	7
Section 1.    Assessments for Common Elements.....	7
Section 2.    Determination of Assessments .....	7
Section 3.    Developer's Responsibility for Assessments .....	8
Section 4.    Penalties for Default .....	9
Section 5.    Liens for Unpaid Assessments .....	9
Section 6.    Waiver of Use or Abandonment of Unit .....	10
Section 7.    Enforcement .....	10
Section 8.    Statement as to Unpaid Assessments.....	11
Section 9.    Liability of Mortgagee .....	11
Section 10.   Property Taxes and Special Assessments .....	11
Section 11.   Personal Property Tax Assessment of Association Property .....	11
Section 12.   Construction Lien .....	11
ARTICLE III ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS .....	12
Section 1.    Demand and Election.....	12
Section 2.    Rules .....	12
Section 3.    Attorney Fees and Costs .....	12
Section 4.    Enforcement .....	12
Section 5.    Lien Claims Not Subject to ADR Election; Not Applicable to Developer 12	
Section 6.    Co-Owner Approval for Civil Actions Against Developer; Election of Remedies.....	12
Section 7.    Not Applicable to Title Claims.....	13
Section 8.    Actions on Behalf of or Against Co-Owners.....	13
Section 9.    Commencement of Civil Actions .....	13
Section 10.   Board of Directors' Recommendation to Co-Owners .....	13
Section 11.   Litigation Evaluation Meeting .....	13
Section 12.   Independent Expert Opinion .....	14
Section 13.   Fee Agreement with Litigation Attorney.....	14
Section 14.   Co-Owner Vote Required.....	14
Section 15.   Litigation Special Assessment.....	15
Section 16.   Attorney's Written Report.....	15
Section 17.   Board Meetings .....	15
Section 18.   Changes in the Litigation Special Assessment.....	15
Section 19.   Disclosure of Litigation Expenses.....	16
ARTICLE IV INSURANCE .....	16
Section 1.    Extent of Coverage.....	16

Section 2.	Authority of Association to Settle Insurance Claims.....	17
Section 3.	Responsibilities of Co-Owners .....	17
Section 4.	Waiver of Right of Subrogation.....	18
Section 5.	Indemnification .....	18
<b>ARTICLE V RECONSTRUCTION OR REPAIR.....</b>		<b>18</b>
Section 1.	Responsibility for Reconstruction or Repair.....	18
Section 2.	Repair in Accordance with Master Deed, Etc .....	18
Section 3.	Association Responsibility for Repair.....	18
Section 4.	Timely Reconstruction and Repair .....	19
Section 5.	Eminent Domain .....	19
Section 6.	Priority of Mortgagee Interests .....	19
Section 7.	Notification of FHLMC, FNMA, Etc .....	19
Section 8.	Co-Owner Maintenance of Unit and Limited Common Elements.....	20
<b>ARTICLE VI ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE</b>		
<b>RESTRICTIONS .....</b>		<b>21</b>
Section 1.	Residential Use .....	21
Section 2.	Leasing and Rental .....	21
Section 3.	Drainage.....	22
Section 4.	Alterations and Modifications .....	22
Section 5.	Activities.....	23
Section 6.	Architectural Control .....	23
Section 2.	No liability.....	23
Section 7.	Application of Restrictions.....	32
Section 8.	Landscaping.....	32
Section 9.	Reserved Rights of Developer .....	34
Section 10.	Potable Water and Public Health Requirements.....	35
Section 11.	Non-Disturbance of Wetland Areas .....	35
Section 12.	Open Spaces, Recreation Facilities and Paths.....	35
Section 13.	Rules of Conduct.....	35
Section 14.	Enforcement by Developer .....	35
Section 15.	Co-Owner Enforcement .....	35
Section 16.	Remedies on Breach.....	35
Section 17.	Reserved Rights of Developer .....	36
Section 18.	Accessory Buildings and Structures.....	36
Section 19.	Rules and Regulations .....	36
Section 20.	Right of Access of Association .....	36
Section 21.	Landscaping.....	37
Section 22.	Reserved Rights of Developer .....	37
Section 23.	<b>NO WARRANTY ON EXISTING TREES AND VEGETATION .....</b>	<b>37</b>
Section 24.	Tree Removal; Woodlands Preservation.....	38
Section 25.	Disposition of Interest in Unit by Sale or Lease.....	38
Section 26.	Foreclosed Units; Title, Fee Procedures. ....	38
Section 27.	Potential Future Special Assessment for Road Improvements; Dedication Rights.....	40
Section 28.	Foreclosed Units; Title, Fee Procedures .....	40

<b>ARTICLE VII MORTGAGES</b>	40
Section 1.    Notice to Association	40
Section 2.    Insurance	41
Section 3.    Notification of Meetings	41
Section 4.    Mortgage Consent; Notice	41
<b>ARTICLE VIII VOTING</b>	41
Section 1.    Vote	41
Section 2.    Eligibility to Vote	41
Section 3.    Designation of Voting Representative	41
Section 4.    Quorum	42
Section 5.    Voting	42
Section 6.    Majority	42
<b>ARTICLE IX MEETINGS</b>	42
Section 1.    Place of Meeting	42
Section 2.    First Annual Meeting	42
Section 3.    Annual Meetings	42
Section 4.    Special Meetings	43
Section 5.    Notice of Meetings	43
Section 6.    Adjournment	43
Section 7.    Order of Business	43
Section 8.    Action Without Meeting	43
Section 9.    Consent of Absentees	43
Section 10.   Minutes; Presumption of Notice	44
<b>ARTICLE X ADVISORY COMMITTEE</b>	44
<b>ARTICLE XI BOARD OF DIRECTORS</b>	44
Section 1.    Number and Qualification of Directors	44
Section 2.    Election of Directors	44
Section 3.    Powers and Duties	46
Section 4.    Other Duties	46
Section 5.    Management Agent	46
Section 6.    Vacancies	47
Section 7.    Removal	47
Section 8.    First Meeting	47
Section 9.    Regular Meetings	47
Section 10.   Special Meetings	47
Section 11.   Waiver of Notice	47
Section 12.   Quorum	48
Section 13.   First Board of Directors	48
Section 14.   Fidelity Bonds	48
Section 15.   Electronic, Digital and Telephonic Participation	48
<b>ARTICLE XII OFFICERS</b>	48
Section 1.    Officers	48

Section 2.	Election.....	49
Section 3.	Removal .....	49
Section 4.	Duties.....	49
<b>ARTICLE XIII SEAL .....</b>		<b>49</b>
<b>ARTICLE XIV FINANCE AND RECORDS .....</b>		<b>49</b>
Section 1.	Records.....	49
Section 2.	Fiscal Year .....	49
Section 3.	Bank .....	49
Section 4.	Co-Owner Access to Books and Records; Procedures .....	50
<b>ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; OFFICERS' AND DIRECTORS' INSURANCE .....</b>		<b>50</b>
Section 1.	Indemnification of Officers and Directors.....	50
Section 2.	Directors' and Officers' Insurance.....	51
<b>ARTICLE XVI AMENDMENTS.....</b>		<b>52</b>
Section 1.	Proposal .....	52
Section 2.	Meeting.....	52
Section 3.	Voting .....	52
Section 4.	By Developer.....	52
Section 5.	When Effective .....	52
Section 6.	Binding .....	52
Section 7.	Amendments; Township Approval .....	52
<b>ARTICLE XVII COMPLIANCE.....</b>		<b>52</b>
<b>ARTICLE XVIII DEFINITIONS .....</b>		<b>52</b>
<b>ARTICLE XIX REMEDIES FOR DEFAULT .....</b>		<b>53</b>
Section 1.	Legal Action.....	53
Section 2.	Recovery of Costs .....	53
Section 3.	Removal and Abatement .....	53
Section 4.	Assessment of Fines.....	53
Section 5.	Non-waiver of Right.....	53
Section 6.	Cumulative Rights, Remedies and Privileges .....	53
Section 7.	Enforcement of Provisions of Condominium Documents .....	53
<b>ARTICLE XX ASSESSMENT OF FINES.....</b>		<b>54</b>
Section 1.	General.....	54
Section 2.	Procedures .....	54
Section 3.	Amounts .....	54
Section 4.	Collection .....	54
Section 5.	Rights Under Condominium Act As to Tenants; Land Contract Vendees	55
<b>ARTICLE XXI RIGHTS RESERVED TO DEVELOPER.....</b>		<b>55</b>

**ARTICLE XXII SEVERABILITY/CONSTRUCTION .....55**  
    **Section 1. Severability .....55**  
    **Section 2. Rules of Construction .....55**

## **ARTICLE I ASSOCIATION OF CO-OWNERS**

Summerfield Pointe Estates, a residential Condominium Project located in the Charter Township of Genoa, Livingston County, Michigan, shall be administered by an Association of Co-Owners which shall be a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

## **ARTICLE II ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act. All Co-Owners acknowledge and agree that assessment shall include any charges related to the cost-sharing with the neighboring communities as further described in Article XIII of the Master Deed.

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

(a) Budget; Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater

amount should be set aside or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding three thousand (\$3000.00) dollars annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding three thousand (\$3000.00) dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, that shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Assessment as Security for Association Indebtedness. A special assessment approved above may be used by the Association as security for loan approved by the Board of Directors and 60% of all of the Co-Owners in number and in value and may be pledged to creditor for the purposes of securing such a loan. The creditor in that instance may enforce that assessment by collecting individually (not jointly and may exercise such rights as the Association may have to collect the assessment under this Section 2(c).

(d) Apportionment of Assessments. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with each Co-Owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-Owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. During the Development and Sales Period as defined in the Master Deed, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the Development and Sales Period, pay a proportionate share of the Association's

current maintenance expenses, (limited to grass cutting and snow plowing only), including administration costs actually incurred from time to time based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Development and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessments or payment of any expenses whatsoever with respect to Units not completed, notwithstanding the fact that such Units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer, to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs, or other claims against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim, or any similar or related costs. "Occupied Unit" shall mean a Unit with a structure used as a residence on it. A model home is not to be considered as an "Occupied Unit." "Completed Unit" shall mean a Unit with a dwelling constructed upon it that has been issued a final certificate of occupancy by the Livingston County Building Department.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed fifty (\$50.00) dollars per installment may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX of these Bylaws, levy fines for late payment of assessments in addition to such late charge. Each Co-Owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all assessments (including interest, late charges and fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit that may be levied while such Co-Owner is the owner thereof, except a land contract purchaser from any Co-Owner, including Developer, shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to, and including, the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven (7%) percent per annum until each installment is paid in full. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. A Co-Owner in default of his or her monetary obligations to the Association shall not be eligible to run for the Board of Directors or to be appointed as an officer. Any officers or Directors in default of a payment obligation to the Association may be removed from their office, failure to pay dues being deemed just cause for removal.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association that remain unpaid, including, but not limited to, regular assessments, special assessments, interest, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment(s) and upon the proceeds of sale thereof. Any such unpaid sum(s) shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, interest, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges that the Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner or any persons claiming under the Co-Owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of Co-Owner(s), a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, late charges, fines, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-

day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-Owner and shall inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself to the extent provided by the Act. The Association may charge a reasonable fee for providing the statement, not to exceed \$100.00, plus any fee charged by the management agent.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project that comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time such holder receives a Sheriff's Deed. Such mortgagee or the purchaser of the Unit at the foreclosure sale shall be obligated for assessments as of the date of the Sheriff's Deed or deed in lieu of foreclosure. However parties foreclosing, (or taking deeds in lieu of foreclosure) of second or other junior mortgages DO NOT take title or possession free of any unpaid assessments or charges and the holder of second and other junior mortgages are responsible for all Associations assessments if they foreclose or take deed in lieu of foreclosure. The Association may, in its discretion, notify any mortgagee of a Co-Owner's default under the Condominium Documents.

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS

In the event of a dispute between the Association and a Co-Owner other than the Developer, or a dispute or any claims or grievance between the Co-Owners related to the application or enforcement of any Condominium Documents, any party to the dispute may demand the dispute be resolved arbitration as provided under Section 54(8) of the Act (“Alternative Dispute Resolution” or “ADR”).

#### Section 1. Demand and Election.

(a) Section 54(8) of the Act provides in part:

“The Bylaws shall contain a provision providing that arbitration if disputes, claims and grievances arising out of or relating to the interpretation of the application of the condominium document or arising out of disputes among or between Co-Owners shall be submitted to arbitration and that parties to the dispute claim or grievance shall accept the arbitrator decision as final and binding...”

(b) If the demand for Alternative Dispute Resolution is made, no lawsuit may be commenced in any court.

Section 2. Rules. The commercial arbitration rules of the American Arbitration Association (or any recognized successor or equivalent of the American Arbitration Association should it no longer exist) shall govern arbitration proceedings if arbitration is elected. The rules of a qualified mediation service shall govern mediation proceedings, including mediation conducted by a mediator not affiliated with such a service.

Section 3. Attorney Fees and Costs. Unless the mediation or arbitration rules specifically provide to the contrary, the prevailing party, as determined by the mediator or arbitrator, shall be reimbursed for its actual costs and attorney fees as part of any award.

Section 4. Enforcement. The decision made in any Alternative Dispute Resolution forum shall be enforceable in circuit court (or district court if a monetary award is below the circuit court jurisdictional amount).

Section 5. Lien Claims Not Subject to ADR Election; Not Applicable to Developer. Disputes related to assessments and liens for assessments may not be subjected to the provisions of this Article, including contests of the lien or any subsequent foreclosure proceedings, except with the consent of the Association, which may be withheld in the Association’s absolute and sole discretion. The consent of the Association in that circumstance must be in writing. The provisions of Sections 1 through 4 above shall not apply to disputes between the Association and the Developer or between a Co-Owner and the Developer unless the Developer has consented to be subject to these provisions in writing.

#### Section 6. Co-Owner Approval for Civil Actions Against Developer; Election of Remedies.

(a) Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds (66 2/3%) percent of all Co-Owners and notice of such proposed action must be given in writing to all Co-Owners in accordance with Section 8 through 19 below. Such vote may only be

taken at a meeting of the Co-Owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII, Section 5.

(b) Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Court.

Section 7. Not Applicable to Title Claims. Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

Section 8. Actions on Behalf of or Against Co-Owners. Actions on behalf of and against Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium.

Section 9. Commencement of Civil Actions. Other than lawsuits against the Developer covered by Article II, Section 6 above requiring consent of 66 2/3% of the Co-Owners, as provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a 60% in number and in value of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article are intended to ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 10. Board of Directors' Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed and supervising and directing any civil actions that are filed.

Section 11. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(a) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (1) it is in the best interest of the corporation to file a lawsuit;
- (2) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees and all other expenses expected to be incurred in the action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specifically assessed against each Unit in the Condominium to fund the estimated cost of the civil action in both total and on a monthly per Unit basis, as required by this subsection.

Section 12. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the Co-Owners with the written notice of the litigation evaluation meeting.

Section 13. Fee Agreement with Litigation Attorney. The corporation shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the corporation's written notice to the members of the litigation evaluation meeting.

Section 14. Co-Owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the proposed litigation attorney. Furthermore, the commencement

of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of 66 2/3% in value of members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 15. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 8 through 18 of this Article shall be paid by special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 16. Attorney's Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of litigation during the 30-day period immediately preceding the date of the attorney's written report ("reporting period");

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period;

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions;

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action;

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 17. Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney's written report.

Section 18. Changes in the Litigation Special Assessment. If at any time during the course of a civil action the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board shall call a special meeting of the Co-Owners to review the status

of the litigation and to allow the Co-Owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to the Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence) and including the Charter Township of Genoa endorsed as an additional named insured, officers' and directors' liability insurance, and workers' compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

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Section 2. Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the insurance premiums, to collect proceeds and to distribute them to the Association, the Co-Owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-Owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-Owners. Each Co-Owner shall be obligated and responsible for obtaining fire insurance, extended coverage, and vandalism and malicious mischief endorsements with respect to the building and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and its appurtenant Limited Common Elements and for his or her personal property located therein or thereon or elsewhere in the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-Owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-Owner hereunder. In the event of the failure of a Co-Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance (but is under no obligation whatsoever to do so) on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-Owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit and affecting appurtenant Limited Common Elements or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-Owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-Owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-Owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-Owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date, which notification shall include a description of the coverage and the name and address of the insurer. Each Co-Owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-Owners may obtain supplementary insurance, but in no event shall any such insurance coverage undertaken by a Co-Owner permit a Co-Owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-Owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-Owner does or permits anything to be done or kept on his or her Unit that will increase the rate of insurance each Co-Owner shall pay to the

Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-Owner responsible for such activity or condition.

Section 4. Waiver of Right of Subrogation. The Association and all Co-Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 5. Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-Owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-Owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner, however.

## **ARTICLE V RECONSTRUCTION OR REPAIR**

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired subject to the requirements of all applicable zoning, building and regulatory requirements.

(b) Unit or Improvements on the Unit. If the damaged property is within a Unit, is a Limited Common Element or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-Owner shall in any event remove all debris and restore his or her Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-Owner has failed to repair, restore, demolish or remove the improvements on the Co-Owner's Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-Owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such

reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-Owner's entire Unit is taken by eminent domain, such Co-Owner and his or her mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National

Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand (\$1,000.00) Dollars. Furthermore, the Association may, but is not obliged to, inform any such lender of such damages or condemnation actions.

Section 8. Co-Owner Maintenance of Unit and Limited Common Elements. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or common elements which are the responsibility of the Co-Owner to maintain, repair and replace, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount.) Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof. Each individual Co-Owner shall indemnify the Association and all other Co-Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof. The Co-Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 10. Future Aster Boulevard Easement; Emergency Access Gate. "Future Aster Boulevard Easement" means the future easement and permission that Developer or the Association will grant to the neighboring property owner to the west of the Condominium to connect to the Roads in Summerfield Pointe via Aster Boulevard. Developer, and the Association, if after the Transitional Control Date, shall grant the Future Aster Boulevard Easement in accordance with the terms of the PUD Agreement. In the event that the road connecting Summerfield Pointe Estates and the neighboring property known as Summerfield Pointe via Aster Boulevard is installed, the co-owners of Units in in the neighboring Summerfield Pointe shall have the right to utilize the future roads to be located in Summerfield Pointe Estates. Once construction of the Future Aster Boulevard Easement is complete, the portion of Aster Boulevard located wholly within the Project will be considered part of the Roads in the Condominium and will be maintained by the Association pursuant to the Master Deed. The location of the Future Aster Boulevard Easement is shown on the Condominium Subdivision Plan attached as Exhibit B hereto. Developer shall install an emergency vehicle access gate on Aster Boulevard near the west property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring Hampton Ridge to emergency vehicle access only. The Association shall maintain Aster Boulevard, including snow removal to ensure access by emergency vehicles. The Association for Summerfield Pointe Estates shall maintain, repair

and upkeep, at its sole cost and expense, the emergency vehicle access gate the emergency vehicle access gate and related appurtenances.

## **ARTICLE VI ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions and Charter Township of Genoa ordinances. The Condominium Project is an expandable project which may contain up to 102 Units, fully expanded.

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential uses subject to complying with the ordinances of the Charter Township of Genoa. No building intended for other uses, and no apartment house, rooming house, day care facility, foster care residence, or other commercial and/or multiple-family dwelling of any kind shall be erected, placed, or permitted on or within any Unit.

### Section 2. Leasing and Rental.

(a) Right to Lease. A Co-Owner may lease his or her Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy said Unit except under a lease, the initial term of which is at least one (1) year (however, this one-(1) year restriction on the length of the lease shall only apply after the Development and Sales Period has ended), unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-Owner desiring to rent or lease a Unit shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

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

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

- (i) The Association shall notify the Co-Owner by certified mail of the alleged violation by the tenant.
- (ii) The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (iii) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-Owners on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant or non-owner occupant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant or non-owner occupant in connection with the Unit or Condominium Project.

(4) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-owner occupant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant or non-owner occupant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant or non-owner occupant.

Section 3. Drainage. The grade of any Unit in the Condominium may not be changed from the Grading Plan prepared by the Developer and approved by the Livingston County Drain Commissioner. The Grading Plan may be subsequently amended from time to time as conditions require and subsequently approved by the Livingston County Drain Commissioner. It shall be the responsibility of each Co-Owner to maintain the surface drainage grades of his or her Unit as established by the Developer. Each Co-Owner covenants that he or she will not change the surface grade of his or her Unit in a manner that will materially increase or decrease the storm water flowing onto or off of his or her Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and shall charge the costs of the correction to the Co-Owner and such costs shall be a lien upon the Unit.

Section 4. Alterations and Modifications; Exterior Colors. No Co-Owner shall make any alterations in the exterior appearance of his or her dwelling or make changes in any of the Common Elements, limited or general, without the express written approval of the Association (and the Developer during the Development and Sales Period). Exterior No Co-Owner shall in any way restrict access to or tamper with any pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service other Units, the Common Elements or which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachment of any nature that restricts such access and it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done that may be or become an annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time, and disputes among Co-Owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her dwelling, on his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities that are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Architectural Control. All residences in the Summerfield Pointe Estates Condominium shall conform to the Architectural and General Site Design Guidelines and no construction may take place prior to obtaining required permits and approvals from the Charter Township of Genoa and the Livingston County Building Department. Further, the Developer shall establish an Architectural Control Committee to review any plans and specifications, and to make recommendations regarding the proposed construction. Following the conclusion of the Development and Sales Period, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association. No residence, building, structure or other improvement, including but not limited to decks and patios, shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing residences, buildings, structure or improvement, unless plans and specifications therefore, containing such detail as the Developer and the Architectural Control Committee may reasonably request, have been first approved in writing by the Developer during the Development and Sales Period, and by the Architectural Control Committee thereafter. The Developer, or Association, as applicable, shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

Section 2. No liability. In no event shall either the Developer or the Association have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example but not limitation, there shall be no liability to the Developer or the Association for approval of plans, drawings, specifications, elevations or the residences, fences, walls, or other structures which are not in conformity with the provisions of the Condominium Documents, or for disapproving plans, drawings, specifications, elevations or the residences, fences, walls, or other structures which are arguably in conformity with the provisions hereof.

Section 3. Architectural and General Site Design Guidelines. The following Architectural and General Site Design Guidelines:

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

(1) Units 1-8, inclusive, shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow;

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(2) Units 9-102, inclusive, shall be 1200 square feet for a ranch and 1500 square feet for a 2-story or 1.5-story bungalow.

(b) Setbacks. Setbacks for residences on Units are as follows:

(1) The following setbacks are applicable for Units 1-102, inclusive:

(i) Front yard: 20 feet from back of sidewalk;

(ii) Side yard: minimum 9 feet one side and 5 feet on other side

(iii) Minimum 14 feet between residences.

(iv) Rear yard setback of 30 feet.

(c) Height. Building height will not exceed 25 feet, measured as specified in the Zoning Ordinance (the vertical distance measured from the established grade to the average height between the eaves and ridge for a gable roof).

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(d) Exterior Materials. The materials used on exterior walls of all residences shall be a combination of brick, stone, wood, composite siding, vinyl siding. Aluminum gutters, downspouts and flashing shall be permitted as well as copper roofing materials on bays. Texture T 1-11 and aluminum siding are prohibited. Window and house trim shall be wood, vinyl clad wood, aluminum clad or vinyl. Exposed foundations are allowed.

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

(f) Exterior Colors. Unit 1-8 elevations and exterior colors shall be harmonious with the two neighboring condominium developments known as Summerfield Pointe and Summerfield Pointe Attached Condominiums.

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

(2) Units 1-8 exterior color. The exterior colors of Units 1-8 are to match existing attached condominiums in Summerfield Pointe as close as possible subject to availability of materials: (1) Brick Kingsmill Cadillac Queens; (2) shingle Weatherwood by Landmark; (3) trim Navajo White; (4) vinyl siding Sunset Tan by Hamilton; and (5) windows: beige.

(3) Units 1-8 Elevations. The front elevations of Units 1-8 shall be generally harmonious and architecturally reasonably compatible with the existing attached housing units located in the adjoining Summerfield Pointe Condominium, subject to current code requirements, the Charter Township of Genoa ordinance and availability of materials. And exact match is not required.

(4) Garage lights Unit 1-8. Units 1-8 must have lights on front of garage to act as street lights and be on photo sensor maintained by homeowner.

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

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

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

(i) Allowed items with approval:

- a) Portable basketball backboard
- b) Awnings
- c) Bird bath feeders in rear yard
- d) Decks or patios
- e) Invisible fence

f) **Flags**

- g) Grills
- h) Holiday decorations
- i) Landscaping can be changed
- j) Satellite dish
- k) Storm doors

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

(ii) Items not allowed.

- a) Basketball backboards attached to house or driveway
- b) Any storage building
- c) No swimming pools
- d) Fences
- e) Gazebo
- f) Fire pits detached from house
- g) Play structures
- h) Sheds, shutters, statues

(h) Guidelines for Units 9 through 102.

(1) Items allowed with approval

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

(2) Items not allowed.

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

(i) Fences. No fences or walls shall be permitted, including without limitation privacy, outside screening, chain link and perimeter fences along property boundaries, except for fences enclosing in-ground swimming pools and required by applicable law, are allowed. Fencing of wrought iron type or similar may be allowed for pools. Notwithstanding anything herein to the contrary, all fences shall be subject to (i) the Charter Township of Genoa's ~~approval ordinances~~ and (ii) Developer approval, so long as the Developer owns any unit during the Development and Sales Period and thereafter the Association.

(j) Garages. All garages shall be attached to the dwelling. All garages shall be two, three or four car garages. In relation to Units 1-8, inclusive, and 9-102, inclusive, all garages shall be front entrance garages. Garage doors shall be either panelized steel, panelized aluminum or wood. Garage doors may face the road. Owners are responsible for maintenance and painting of garage doors, entrance doors, and windows.

(k) Roof Material and Pitch. Roof material shall be at least 25-year three- tab architectural/dimensional asphalt shingles. No single-level flat roofs shall be permitted on the main body of any dwelling or other structure, except that flat roofs may be installed for Florida rooms, porches or patios if they are architecturally compatible with the rest of the dwelling unit. The roof pitch shall have a minimum pitch of 6 on 12 or steeper. No roofing materials may be installed without the prior written approval of the Developer and the Architectural Control Committee during the Development and Sales Period, and of the Association thereafter.

(l) Air Conditioners. No window or wall-mounted air conditioners are permitted. All exterior air conditioner equipment shall be located so as to minimize noise to adjacent homes and shall be screened by landscaping or other material if approved by the Developer and must also comply with Township ordinance requirements. Generators may be installed consistent with the standards for installation of air conditioning units set forth in this Section.

Section 9. Use and Occupancy Restrictions. In addition to the general requirements of Article VI, Sections 1 through 8, the use of the Project and its Common Elements by any Co-Owner shall be subject to the following specific restrictions:

(m) Common Areas. The Common Elements shall be used only by the Co- owners of Units in the Condominium Project and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units, and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities, or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Co-Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

(n) Basketball Hoops / Backboards. Basketball hoops and backboards may **NOT** be attached to the home or garage. Ground mounted posts must be located at least twenty (20) feet from the curb of the road adjacent to the Unit and at least one (1) foot from the side lot line of the Unit. Ground mounted posts shall be painted black and the backboard of the basketball hoop shall be transparent. Portable and/or removable hoops must be kept well maintained and enclosed in the garage when not in use.

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

(p) Bug Lights / Zappers. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or electrical current, or which emits a humanly audible sound.

(q) Exterior Changes. No Co-Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance or structural elements of the Unit without the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Project shall be prohibited. Any Co-Owner may not make alterations, additions or improvements within the Co-Owner's Unit without such prior approval, but the Co-Owner shall be responsible for any damage to other Units, the Common Elements, or the property resulting from such alterations, additions, or improvements. Any re-painting or re-staining of the Unit or any part thereof (including doors, shutters and trim) shall require such prior approval, unless it reasonably conforms to the original colors.

(r) Exterior Lighting. Other than exterior light fixtures required by the Condominium Documents, exterior lighting shall be permitted only with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter, subject to the limitations in this paragraph. The color of any lighting, lamps or illumination shall be typical material colors or, if not, specifically approved in writing by the Developer or after the end of the Development and Sales Periods ends, the Association thereafter. Any approved lighting shall be compatible with the intensity and style of existing lighting throughout the Condominium Premises. Horizontal distribution lights such as wall packs and floodlights are not permitted. Lighting shall be focused downward, except as follows: low-voltage lighting may be permitted to upwardly illuminate the front facade of homes and landscaping provided that any element being up-lighted shall be focused and controlled to minimize spill light. Lights aimed at architectural structures shall be shielded and baffled so that the majority of the light will fall on the architectural surface. Landscape up-lights shall be focused so that the majority of the light shall fall on the trunk, structure or canopy of the trees. The majority of light shall be defined as 75% of the center beam candle power falling upon the surface. Notwithstanding anything herein to the contrary, the foregoing

provision shall not be construed to prohibit lighting at the project entranceway, which shall be permitted in conformance with all applicable ordinances and subject to prior Township approval. Each house shall have one light on front of house or front of garage with photo cell or timer to be on from dusk to dawn.

(s) Firearms and Weapons. No Co-Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Co-Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, Projectiles, or devices anywhere on or about the property.

(t) Flagpoles and Flags. Flagpoles shall be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Approved flagpoles must remain within the Unit or Limited Common Elements of the applicable Unit or mounted on the garage door jamb trim, and shall not exceed 72" in length or 3/4" in diameter. Flag pole holders so-mounted shall be cast brass. Flags shall not exceed 3' by 5' in size, and shall be maintained in good repair by the Co-Owner. Subject to the foregoing restrictions regarding the installation of flagpoles and the size of approved flags, each Co-Owner shall otherwise have the right to display a single United States flag anywhere on the exterior of the Co-Owner's Unit pursuant to MCL 559.156a.

(u) Holiday Decorations. Co-Owners may not place holiday decorations on the Common Elements. Holiday decorations may be installed within two (2) weeks before a holiday and must be removed within two (2) weeks after the holiday. Christmas and Hanukah decorations may be installed at any time on or after Thanksgiving and must be removed within two (2) weeks after New Year's Day. Holiday lawn decorations are discouraged, may be subject to future rules and regulations and are one the less subject to approval by the Developer during the Development and Sales Period and the Association thereafter.

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

(w) Grills. Propane, natural gas or electric grills shall be allowed on the rear deck or patio. Such grills may also be used in the driveway appurtenant to a Unit, provided that the grills must be stored in the garage when not in use, subject to all applicable ordinances.

(x) Lawn Equipment. Lawn mowers, snow blowers, weed whackers and other gas or electric-powered lawn equipment may only be operated between the hours of 7 a.m. to dusk and in accordance with the ordinances and regulations of the Charter Township of Genoa. All lawn and snow removal equipment must be operated in accordance with the Township's Noise Ordinance. The Association shall designate one day a week for mowing of lawns and all lawns and yard areas shall be mowed by the Association on such day.

(y) Mailboxes. Each Unit shall have the same mailbox determined by the Developer and Association. No Co-Owner shall alter or modify in any way the mailbox appurtenant to their Unit without the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Co-Owner shall pay for the Mailbox Fee at Closing.

(z) Nuisances. No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Project by the Co-Owners. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to

appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units. No rubbish, trash, leaves, grass clippings or other landscaping materials may be burned outside of a Unit.

(aa) Outdoor Hot Tubs / Spas. Outdoor hot tubs/ spas shall be permitted, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. All such hot tubs/spas must be located in the rear yard of the Unit. All hot tubs/spas areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view and must comply with Charter Township of Genoa ordinances and all building codes.

(bb) Outdoor Playsets. For Units 1-8, outdoor playsets are prohibited. For all other Units, Outdoor playsets shall be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Only one swing set or other play structure shall be permitted in any rear yard. No swing sets or playground equipment shall be placed in front or side yards. Play sets are also subject to any applicable Charter Township of Genoa ordinances.

(cc) Personal Property. No Co-Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside a residence. This restriction shall not be construed to prohibit a Co-Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a Unit; provided, that no such furniture or other personal property shall be stored from November 1 through March 30, inclusive, on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project, unless such furniture or other personal property is covered with appropriate and traditional furniture covers. The use of couches, car seats or other non-traditional outdoor furniture shall be prohibited.

(dd) Pets and Animals. No animals of any kind may be kept or maintained in any Unit, except for two common domestic pets (such as cats and dogs), without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. The Association shall have the right to require all pets to be registered with the Association. No exotic, savage, or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Dangerous, aggressive or oversized dogs such as, but not limited to Rottweilers, Great Danes, German Shepherds, and pit bulls as determined by the Developer and the Association, are prohibited from being kept on the property. No chickens, other fowl or livestock shall be allowed. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, and must remain leashed and attended by a responsible person. The owner of each pet shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. Dog kennels and dog runs are prohibited. Invisible electronic fences shall be allowed with the prior consent of the Association. Small non dangerous, non-barking dogs may run inside an area enclosed by an invisible fence.

Dogs must be maintained indoors if they are a nuisance or dangerous to other people such as barking or aggressive behavior. The Association may charge a Co-Owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals

within the Condominium. The Association may also promulgate rules and regulations providing for the imposition of reasonable fines against offending Co-Owners, and/or, without liability to the owner of the pet, remove or cause any animal to be removed from the condominium that it determines to be in violation of the restrictions imposed by this Section. Any Co-Owner or other person who causes or permits any animal to be brought to or kept on the condominium property shall indemnify and hold the Association harmless from any loss, damage, or liability that the Association may sustain as a result of the presence of such animal on the condominium property.

(ee) Temporary parking located at neighboring Summerfield Pointe is for the use by Co-Owners of Units in Summerfield Pointe, exclusively. Co-Owners of Units in Summerfield Pointe Estates and their guests and visitors are prohibited from using the temporary parking located on Summerfield Pointe. Co-Owners of Units in Summerfield Pointe Estates, or their guests and invitees who park in the parking area located in Summerfield Pointe shall be subject to towing and car removal by the Summerfield Pointe Condominium Association.

(ff) Prohibited Uses. No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-Owner shall permit anything to be done or kept in the Co-Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements, or that will be in violation of any law.

(gg) Rubbish Removal. If the Association has a mandatory rubbish removal and waste recycling program, each Co-Owner shall participate in such program and shall be billed separately by the Association for such services. If the Association does not have a mandatory rubbish removal and recycling program, each Co-Owner, at the Co-Owner's sole expense, shall contract for rubbish removal and/or waste recycling.

(hh) Rubbish Receptacles. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-Owners. Co-Owners shall provide their own trash receptacles, which must be rigid, with a lid. The burning or incineration of rubbish, trash, leaves, construction materials or other waste within the Condominium is strictly prohibited. No outside storage for refuse or garbage is allowed. Containers shall be maintained in the garage at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.

(ii) Satellite Dishes, Antennae and Aerials. A Co-Owner may install a satellite dish, antennae or aerial on the roof of said Co-Owner's Unit, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter, as to size, location, color, and screening. Notwithstanding anything herein to the contrary, no such satellite dish, antennae or aerial shall be permitted that penetrates the roof of the applicable Unit. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair a Co-Owner's installation, maintenance, or use of the satellite dish. Dishes are not to be seen from the road.

(jj) Signs. One "for sale" sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association with regard to size, shape, color, placement and such other criteria as the Association may deem appropriate, as well as with the ordinances of the Charter Township of Genoa. Signs, including, but not limited to, "for rent" and "garage sale" type of signs are not allowed. "Open House" signs, not

exceeding six (6) square feet in area, may be displayed on the day and during the times that the home is being held open. One "political" or "election" type of sign, not exceeding six (6) square feet in area, may be displayed on or in the front yard of each Unit during election periods and then only consistent with Township codes and ordinances. Developer may have as many signs and size of sign as it wants as long as the ordinances of Charter Township of Genoa are complied with and are maintained during the sales and construction period. Developer may permit each residential builder in Summerfield Pointe Estates to maintain signage as approved in advance by Developer during the construction and sales period and subject to Township Ordinance.

(kk) Signs - Off Site. Open House signs are permitted during actual time house is open, and must comply with the ordinances of the Charter Township of Genoa.

(ll) Statues and Lawn Ornaments. Statues and other lawn ornaments shall only be permitted with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter.

(mm) Storm Doors. Storm doors may be installed with the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. Approved doors must be full lite, without ornamentation and must match the color of the frame. Co-Owners may not install on either the interior or the exterior of the storm door, any bars or other similar visible security protection devices.

(nn) Swimming Pools; Pool Fences. For Units 1-8, inclusive, pools are prohibited. For all other Units, only in-ground, aesthetically pleasing pools are permitted, subject to the prior written approval of the Developer during the Development and Sales Period, and of the Association thereafter. All such pools must be located in the rear yard of the Unit. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing is allowed around pool areas (only). Pool area fences may not be chain link fences and must be of wrought iron or other similar decorative style and material. Pool fencing is limited to the pool area; entire yards may not be fenced. All pool fences must be approved by the Association during the Development and Sales Period and the Board of Directors thereafter, and subject to all zoning, building and regulatory requirements.

(oo) Temporary Structures. No trailer, mobile home, motor home, van, tent, garage or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during the Development and Sales Period.

(pp) Unit Rental. No portion of a Unit may be rented, and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(qq) Vehicles. No vehicles, boats, trailers, mobile homes, buses, boat trailer, air craft, motor homes, motorcycle, recreational vehicles, commercial or inoperative vehicle and no commercial vehicle with commercial advertising signage or logos or graphics (including so-called "body wrap" vinyl graphics, etc.) shall be parked or stored anywhere on the property, except within a closed garage, without the written approval of the Developer during the Development and Sales Period and thereafter the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the property. No maintenance or repair shall be performed

on any boat or vehicle except within a garage or residence where totally isolated from public view. This does not apply to Developer/Builder. No commercial vehicle lawfully upon any Unit shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle may be parked temporarily in the Co-Owner's driveway for a period up to forty eight (48) hours for the purpose of loading and unloading prior to and following its use. A non-operational vehicle (including expired license plates and flat tires) shall not be parked or stored within the Condominium except within a garage or residence where totally isolated from public view. The Association may cause vehicles parked in violation to be removed. The cost of removal shall be collected from the Co-Owner of the Unit responsible for the presence of the vehicle without liability to the Association. Each Co-Owner shall, if the Association requires, register all vehicles with the Association. The Association may make reasonable rules and regulations in implementation of this Section. Pick-up trucks without company information and without ladder racks or other equipment or storage racks are permitted; otherwise such vehicles must be parked inside garages. The purpose of this Section is to accommodate reasonable Co-Owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole.

(rr) Window Treatments. All window treatments must be harmonious to the residence and neighborhood. Co-Owners may not install, on either the interior or the exterior of the windows, any bars or other similar visible security protection devices.

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

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

(uu) Each Co-Owner shall pay to maintain, repair, and replace the residential structure located of such Co-Owner's respective Unit, including, but not limited to, repainting the exterior surfaces of the structures and all maintenance, repair and replacement of the roof.

Section 7. Application of Restrictions. Unless there is an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board, which shall conduct a hearing and render a decision in writing; the decision shall be binding upon all Co-owners and other parties having an interest in the Project.

#### Section 8. Landscaping.

(a) Conformance with the Approved Landscape Plan. The Developer will install landscaping in accordance with the Landscape Plan approved by the Charter Township of Genoa. To ensure consistency with the approved Landscape Plan, modifications of types and specific locations of plantings shall require the approval of the Charter Township of Genoa. Modifications and additional details may be required by the Charter Township of Genoa at the time of site plan review to adapt the landscaping to the site plan or condominium plan approved by the Charter

Township of Genoa. Structures located on Units 82-83 are not allowed to encroach into the 25-foot natural features setback from the wetlands.

(b) Installation by Co-Owners. Except for landscaping installed by Developer which is hereby specifically approved, no Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, without the prior written approval of the Association and, during the Development and Sales Period, the Developer as applicable. For Units 1-8, inclusive, installation of gardens is prohibited. In addition and subject to the foregoing approval(s), at minimum each Co-Owner shall be responsible for the installation and expense of the following:

(c) Planting Material Sizes. Planting materials are to be of a high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees shall be nursery-grown and a minimum of five (5') feet in height, and canopy trees should have a minimum caliper of two (2") inches.

(d) Lawn Areas. All areas of a Unit (i.e., front, side and rear yards) not landscaped with plant materials or hard surfaces or kept as natural wooded areas shall be established as lawn areas by sodding. Preservation of wooded rear yard areas in their natural condition is strongly encouraged. No structures, except as provided in Section 21(b) are permitted in the rear yards of Units 1-8, inclusive.

(e) Edging and Mulching Materials. The use of natural cut sod edging to define planting beds is strongly encouraged. Edging materials made of steel, aluminum or plastic may be used to define planting beds.

(f) Boulders. The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

(g) Irrigation. Co-Owners are obligated to install underground sprinkler systems must be installed in the front, side and rear yards of each Unit. If a unit is adjacent to open space, the sprinkler system must address and service the open space also. The Association shall maintain, repair and replace the underground sprinkler systems once installed, with the costs of such maintenance, repair and replacement being assessed to the Co-Owners. Each Co-Owner shall be responsible for the cost of utilities, such as water and electrical charges, serving such Co-Owner's Unit in relation to the irrigation and lawn sprinkler systems connected to and serving each Co-Owner's Unit. The utility costs associated with each irrigation and lawn sprinkler system shall be billed separately to each Unit Owner by the applicable utility company

(h) Maintenance. Co-owners shall be responsible for and bear the costs of replacement of all landscaping installed in their respective Units and yard areas, including lawns. After initial installation by the Co-Owner, the Association shall be responsible for maintaining the lawn and sprinkler system, yard area and lawn and located on each Co-Owner's Unit, including snow and ice removal from sidewalks. The Association shall designate a day for mowing of lawns and shall mow Co-Owners lawns on such designated day. Co-Owners shall be responsible, in their sole cost and expense, for the maintenance, repair and replacement of any foundational plantings, landscaping, bushes, trees and shrubs located on its Unit, provided, however, that that Association shall have the right to replace such foundational plantings, landscaping and shrubs, at such Co-Owner's expense in event that the Co-Owner fails to maintain, repair and replace such plantings in accordance with this Section. The Association shall maintain the irrigation and sprinkler systems in accordance the Master Deed.

(i) Other. Any and all other landscaping required by the Developer and/or Residential Builder of the respective Unit as a condition of sale. Each Co-Owner acknowledges and agrees that such requirements may vary or be more restrictive from those described in this Article VI. In such event, the requirements of the Developer and/or Residential Builder shall supersede these requirements and govern the Co-Owner's responsibilities.

(j) Completion of Landscaping. Installation of landscaping prior to occupancy is strongly encouraged. The cost of landscaping can usually be included in the mortgage of the home. Landscape installation shall be completed, meaning finish-graded and suitably planted, within six (6) months after the exterior of the residence has been substantially completed, weather permitting, including the area tying between the sidewalk and the road, except such portion thereof as is used for driveways and walks.

(k) Approval. Each Co-Owner acknowledges and agrees that the Developer or Residential Builder as applicable, reserves the right to determine, in its sole discretion, whether the Co-Owner's landscaping complies with these requirements or any requirements imposed by the Developer or Residential Builder as a condition of sale.

The following are minimal landscape planting required for each unit.

(1) Prior to issuance of a certificate of occupancy, street trees are required as a landscape approved by Genoa Township for Summerfield Pointe Estates.

(2) An approved mix of perennial bushes and shrubs.

(3) Sod and sprinklers.

(l) Security Deposit. In order to insure the compliance of all contractors, subcontractors and laborers with these Bylaws, and as a security deposit against damage to the Property, before commencing any site work or construction on any Unit, the Association may require a security deposit in the amount of \$5,000.00. Upon completion of construction of approved improvements on the Unit in accordance with the approved site plan for the Unit, completion of the landscaping on the Unit in accordance with the approved landscape plan, and restoration and repair of all Common Elements damaged or disturbed by construction activity on the Unit, the security deposit will be returned, less amounts necessary to reimburse the Association or Developer for expenses incurred by them in repairing or restoring any portions of the Common Elements or any Unit damaged or disturbed by that construction activity. All interest, if any, earned by the Association on the security deposit shall belong to the Association.

(m) Limitations. Notwithstanding anything herein to the contrary, the terms and provisions of this Article VI shall not apply to the Developer, nor to any Residential Builder who acquires the right to develop the entire Project or the entire balance of the Project, and may be selectively waived by the Developer or such Residential Builder in its sole and absolute discretion without the necessity of obtaining the prior written consent from the Association or any Co-Owner, mortgagee or other private person or entity, subject only to approval of the local public authority and to the express limitations contained in any applicable Condominium Documents. Developer shall be allowed to store construction material, supplies, ports johns, and trailers on vacant lots.

Section 9. Reserved Rights of Developer. The purpose of this Section is to assure the continued maintenance of the Property and the Project as a beautiful and harmonious residential development and shall be binding upon the Association and upon all Co-Owners. The Developer

may construct any improvements upon the Property that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any Co-Owner, mortgagee or other private person or entity, subject only to approval of the local public authority and to the express limitations contained in any applicable Condominium Documents.

Section 10. Potable Water and Public Health Requirements. The provisions hereinafter set forth have been required by the Michigan Department of Public Health and the Livingston County Health Division. Subject to availability, the project shall connect to the MHOG Sewer and Water Utilities' public water service. Such system for distribution of potable water shall be constructed to serve all users on the Property, and connection shall require payment of all applicable fees, charges and assessments.

Section 11. Non-Disturbance of Wetland Areas. The wetlands must be preserved pursuant to the requirements of any applicable MDEQ permit governing the Condominium Project as well as the ordinances of the Charter Township of Genoa. No mowing, cutting, construction, filling, applications of chemicals, or dredging allowed within 25 feet of the designated wetlands areas and all requirements of the MDEQ permit must be observed by Co-Owner. Units 82 and 83, as well as any Common Element containing protected wetlands shall contain signage demarcating the location of preserved wetland.

The Michigan Department of Environmental Quality and the Charter Township of Genoa must approve any modification, interference, or improvements to the wetland areas in writing.

Section 12. Open Spaces, Recreation Facilities and Paths. Common open spaces and paths shall be provided as proposed on the plans.

Section 13. Rules of Conduct. Additional rules and regulations ("rules and regulations") consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60 percent or more of all Co-Owners.

Section 14. Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-Owners and all other persons interested in the condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair, and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any prohibited activity.

Section 15. Co-Owner Enforcement. An aggrieved Co-Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Co-Owner in the Project.

Section 16. Remedies on Breach. In addition to the remedies granted by these Bylaws for the collection of assessments, the Association shall have the right, in the event of a violation of

the restrictions on use and occupancy imposed by this Section, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 17. Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer, nor to any Residential Builder who acquires the right to develop the entire Project or the entire balance of the Project, during the Development and Sales Period. The Developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking areas and spaces incident to its sales efforts and such access to, from, and over the property as may be reasonable to enable development and sale of the entire Project or any other Project owned by the Developer or an affiliate.

Section 18. Accessory Buildings and Structures.

(a) Accessory buildings such as sheds, barns, storage buildings, kennels, dog runs and outbuildings are prohibited on Units 1-102, inclusive.

(b) Decorative or entertainment structures or hardscape such as, but not limited to, gazebos, fire pits, swimming pool cabanas, patios and decks are subject to prior written approval by the Developer in its sole discretion during the Development and Sales Period and by the Board of Directors thereafter, subject to all zoning, building and regulatory requirements.

Section 19. Rules and Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the operation and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in these Bylaws. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery of such rules and regulations, and amendments thereto, to the designated voting representative of each Co-Owner. Any such rule, regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners, except that the Co-Owners may not revoke any rule, regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 20. Right of Access of Association. The Association, or its duly authorized agents, shall have access to each Unit (but not any dwelling) and any Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association, or its agents, shall also have access to each Unit and any Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or dwelling. It shall be the responsibility of each Co-Owner to provide the Association means of access to his or her Unit and any Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his or her Unit and/or any Common Elements appurtenant thereto. The Association shall also have a right of access to any Unit for the purpose of assuring

compliance with the Condominium Documents. This provision shall not, however, entitle the Association to access a dwelling built upon a Unit, except with reasonable notice to the Unit Owner.

Section 21. Landscaping.

(a) No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers, or place any ornamental materials upon the General Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-Owner pursuant to this Section shall be maintained by the Co-Owner and the Association shall have no responsibility for its maintenance. Prior to issuance of a certificate of occupancy, each Co-Owner shall install two street trees on each Unit.

(b) Lawns shall be installed by the Co-Owner within six (6) months after completion of construction or later, depending on weather.

(c) Foundation plantings shall be installed by the Co-Owner within six (6) months after completion of construction or later, depending on weather.

Section 22. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. Subject to the requirements and restrictions set forth in the Charter Township of Genoa ordinances, Developer, and its successors and/or assigns, shall have the right to maintain a sales office, a business office, construction offices, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer and/or its successors and/or assigns; and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested, or to become interested from time to time in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and/or landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws. Additionally, the Charter Township of Genoa shall have the right to enforce the Bylaws and Condominium Documents as set forth in the Condominium Documents

Section 23. NO WARRANTY ON EXISTING TREES AND VEGETATION. THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE AS" CONDITION. THE DEVELOPER SHALL USE BEST REASONABLE EFFORTS TO PRESERVE AND PREVENT DAMAGE TO THE EXISTING TOPOGRAPHY, NATURE, VEGETATION AND TREES IN THE

CONDOMINIUM PROJECT. DEVELOPER SHALL ENSURE THAT ALL LANDSCAPING WILL BE COMPLETED IN A HEALTHY CONDITION AS REQUIRED BY THE CHARTER TOWNSHIP OF GENOA AND AS INDICATED ON THE SITE PLAN APPROVAL BY THE CHARTER TOWNSHIP OF GENOA.

Section 24. Tree Removal; Woodlands Preservation. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Association. No such removal shall occur within a woodlands area which is regulated by the Charter Township of Genoa or other public agency without obtaining the proper permit from the Charter Township of Genoa or other public agency with jurisdiction over such matters prior to removal.

Section 25. Disposition of Interest in Unit by Sale or Lease.

(a) Notice to Association: Co-Owner to Provide Condominium Documents to Purchaser or Tenant. A Co-Owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-Owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment there, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-Owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-Owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-Owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section as to the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

Section 26. Foreclosed Units; Title, Fee Procedures.

(a) Ownership Commences Upon Date of Sheriff's Deed. For the purposes of defining when a grantee becomes a Co-Owner or Owner of a Unit in the Condominium, a winning bidder at a foreclosure sale shall be deemed to have become a Co-Owner, with all rights, privilege and obligations of a Co-Owner or Owner, on the date of the sheriff's deed and have all obligations, rights and duties as any other Co-Owner as of that date, even though the grantee under the sheriff's deed may not be entitled to actual possession and notwithstanding the expiration (or not) of any redemption rights held by the mortgagee. The grantee, under the Sheriff's Deed, may include any Association assessments paid by the grantee in any amount due from the mortgagee in order to redeem.

(b) Transfer Fees When Title Acquired by Sheriff's Deed. The Association incurs added costs, legal fees, insurance costs and expenses dealing with title transfers of Units after foreclosures and those expenses do not directly benefit the other Co-Owners or mortgagees whose mortgages are in good standing. Furthermore, the Association cannot reasonably budget for those expenses. Those added costs and expenses should not be subsidized by Co-Owners of Units whose mortgages are not in default and those costs adversely affect Co-Owners who are otherwise current on their dues. The Board of Directors, as fiduciaries, has a duty to assure Co-Owners who are not otherwise in default of obligations to the Association are not unduly burdened by expenses which occur due to mortgagees' foreclosures. It is in the best interest of the Association and its members that a reasonable fee for title transfer by mortgagees who become Co-Owners after foreclosure is \$2,500.00 per transfer to defray those costs, expenses and risks and Association shall charge a transfer fee of \$2,500.00 on any Unit which is resold by the foreclosing mortgagee and for which the prior mortgage was in default for less than six months. If the Board reasonably determines that the mortgage was in default for more than six months, the transfer fee will be increased by an amount equal to monthly Association dues for each month beyond the six months that the mortgage which was foreclosed was in default. This charge is also immediately a lien on the Unit as of the date of the sheriff's deed. This charge will be deemed to only have accrued after the date of the sheriff's deed and not before.

(c) Insurance Service Fee Accruing After Foreclosure; Vacant Unit Fee; Unit Marketing Fee; Other Fees. Because of the added administrative costs and risks associated with absentee institutional ownership, insurance fees and burdens imposed by the Association in dealing with such owners when Units are foreclosed and because of the blight and loss of value which vacant Units bring to the Condominium Project, the following surcharges are to be levied on any Units where the Co-Owner took title by foreclosure and commencing with the date of the sheriff's deed. These charges only apply to the grantee under a sheriff's deed and do not apply to a mortgagee in its capacity as a secured party. These charges are not intended to impair mortgagee rights and these charges cannot accrue before the sheriff's sale occurs. The fees are:

- (1) An Insurance Administration and Vacant Unit Risk Surcharge of \$100.00 per Unit, per month.
- (2) An Association Vacant or Sheriff's Deed Unit Administration Fee equal to the then current monthly Association fee per month for the added costs the Association incurs in dealing with vacant foreclosed Units.
- (3) A marketing fee of \$25.00 per month for the privilege of advertising a Unit for sale and posting a sign on the premises offering the Unit for sale, whether or not a sign is placed.
- (4) A mortgage advertisement posting fee of \$200.00 for the privilege of posting a foreclosure notice or judicial sale notice in the Project.
- (5) A Legal Services Fee of \$250.00 per Unit when the Unit is ultimately sold by the grantee under the Sheriff's Deed.
- (6) A Dues Statement Fee of \$200.00 shall be charged to the grantee under the Sheriff's Deed for a dues statement letter along with any charges for Association dues liens to be released.

(7) Some or all of the fees in the preceding subsection, may be waived in the discretion of the Board of Directors if the mortgagee who became grantee under the Sheriff's Deed included the Association dues in the redemption amount and has remitted those dues to the Association.

**Section 27. Potential Future Special Assessment for Road Improvements; Dedication Rights.**

At some time subsequent to the initial development, it may become necessary to re-pave or improve some or all of the roads within or adjacent to the Condominium Project premises. The improvement may be financed, in whole or part, by the creation of a special assessment district or districts which may include the Condominium Project. The acceptance of a conveyance or execution of a land contract by a Co-Owner or purchaser of a condominium Unit shall constitute the agreement by such Co-Owner or purchaser, his or her heirs, executors, administrators or assigns, that the Board of Directors of the Association shall be vested with the full power and authority to obligate all Co-Owners to participate in a special assessment district, sign petitions requesting such special assessment, and consider and otherwise act on all special assessment issues on behalf of the Association and all Co-Owners; provided prior to signature by the Association on a petition for improvements of such roads, the desirability of said improvements shall be approved by and affirmative vote of not less than fifty-one percent (51%) of the Co-Owners that own Units within the special assessment district. No consent of mortgagees shall be required for approval of such road improvement. There is no promise that any road dedications will ever take place, notwithstanding the reservation of this right, however at some time subsequent to the initial development it may become necessary. All Co-Owners should take note that notwithstanding the provisions stated here acceptance of a dedication is a decision solely within the discretion of the public body with jurisdiction over roads and is unlikely to occur because of the physical characteristics of the project and the requirements of the local public authorities and while dedication is expected to occur final acceptance is within the discretion of the Livingston County Road Commission.

**Section 28. Foreclosed Units; Title, Fee Procedures.** Ownership Commences Upon Date of Sheriff's Deed. For the purposes of defining when a grantee becomes a Co-Owner or Owner of a Unit in the Condominium, a winning bidder at a foreclosure sale shall be deemed to have become a Co-Owner, with all rights, privilege and obligations of a Co-Owner or Owner, on the date of the Sheriff's Deed and have all obligations, rights and duties as any other Co-Owner as of that date, even though the grantee under the Sheriff's Deed may not be entitled to actual possession and notwithstanding the expiration (or not) of any redemption rights held by the mortgagee. The grantee, under the Sheriff's Deed, may include any Association assessments paid by the grantee in any amount due from the mortgagee in order to redeem.

## **ARTICLE VII MORTGAGES**

**Section 1. Notice to Association.** Any Co-Owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days. The Association may charge a reasonable fee to the mortgagee for that service not to exceed \$150.00 per notice which shall be due upon mailing and which if not shall absolve the Association from the obligation to provide and further such notices. Failure of a Co-Owner to notify the Association of the existence of a mortgage absolves the Association from any notice responsibilities to a mortgagee unless the mortgage has otherwise requested to be provided such notice by so stating in writing to the Association. Second and other junior mortgagees are not entitled to any notice from the Association unless they have

both made written request of the Associations to receive notices and paid an annual junior mortgage notice fee of 100.00 for each mortgage held. Owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage and vandalism and malicious mischief, and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association a Section 4. Waiver of Notice of Amendment. By taking a mortgage on a Unit all mortgagees agree that the waiver notice of any nonmaterial amendment to the Condominium Documents as materiality is defined under Section 90 and 90(a) of the Act.

Section 4. Mortgage Consent; Notice. If a mortgagee consent is required for any amendment or other action or if a mortgagee is required to receive notice of a matter related to the Condominium Project, Association or Condominium Documents: (a) notice to a mortgagee shall be deemed effective if sent to the address set forth in the mortgage (or any recorded assignment of mortgage; (b) mortgagees will be deemed to have consented to any actions if they fail to affirmatively object in writing. By accepting a grant of mortgage on a Unit in the Condominium Project all mortgagees are deemed to have agreed to this provision and all other provisions of the Act and expressly waive any provisions of the Act to the contrary including but not limited to provisions related to mortgagee rights under Section 90 and Section 90(a), MCL 559.190 and MCL 559.190(a) and to designate a representative to attend such meeting.

## **ARTICLE VIII VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX hereof. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 3 below, or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units in the Project at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Unit which it owns and for which it is paying Association maintenance expenses. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

Section 3. Designation of Voting Representative. Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed

and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## **ARTICLE IX MEETINGS**

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan. Electronic participation shall not be allowed generally (such as by email, telephone, "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent of the Units that may be created in Summerfield Pointe Estates have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five (75%) percent of all Units that may be created, or 54 months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on any business day during the second or third week of April each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors;

provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the Association as may properly come before them. The decision(s) of the Co-owners at an annual meeting shall rule over the Board of Directors for the next year. Co-owners may bring issues to be voted on at annual meeting.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of a notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 above for the giving of notices of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular

call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE X ADVISORY COMMITTEE**

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non-developer Co-Owners petition the Board of Directors for an election to elect the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

## **ARTICLE XI BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of five (5) members and shall continue to be so comprised until enlarged to five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of five Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Immediately prior to the appointment of the first non-developer Co-Owners to the Board, the Board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-Owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five (25%) percent of the Units that may be created, one (1) of the five (5) directors shall be selected by non-developer Co-Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of fifty (50%) percent of the Units that may be created, two (2) of the three (3) directors shall be elected by non-developer Co-Owners. When

the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-Owners and convene a meeting so that the Co-Owners can elect the required director or directors, as the case may be. Upon certification by the Co-Owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-Owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units that are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) below.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsections (b) and (c)(1), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection (c)(2) results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (c)(1) above.

(4) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five (75%) percent of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers that are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the

Association upon ninety (90) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE DEVELOPMENT AND SALES PERIOD EXPIRES.

Section 6. Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date, caused by any reason other than the removal of a director by a vote of the members of the Association, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-Owner elected directors that occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this section for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association, or any successors thereto selected or elected before the Transitional Control Date, shall be binding upon the Association so long as such actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. Electronic, Digital and Telephonic Participation. The Board may conduct its meetings by telephonic or other electronic or digital means of communication. Board votes may also be conducted by digital, electronic, or telephone communications.

## **ARTICLE XII OFFICERS**

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may, in his or her discretion, deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements

in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### **ARTICLE XIII SEAL**

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

### **ARTICLE XIV FINANCE AND RECORDS**

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants, nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

Section 4. Co-Owner Access to Books and Records; Procedures. Each Co-Owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests.

(a) In order to review the books and records, including a request for balance sheet, statement of income and statement of sources and uses of funds (if actually prepared), the requesting Co-Owner must submit a request in writing to the Board of Directors, in care of the management agent (or if there is not management agent to the Secretary of the Association).

(1) The request must state which books and/or records the Co-Owner seeks to review.

(2) The request must state whether the Co-Owner will require copies of the records that are requested.

(3) The request must have the name, address and telephone number of the requesting party.

(b) Upon receipt of the request from a Co-Owner to review the records, the management agent (or Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-Owner of a convenient time, place and date where the requested records may be reviewed. The Co-Owner shall be advised of the time, place and date within five (5) business working days of the receipt of the Co-Owners' initial request. The Co-Owner shall be advised at that time of the following:

(1) The Co-Owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-Owner shall be informed of the per-page copying cost before copies are made.

(2) The Co-Owner shall be responsible for payment for time spent by management agent personnel at the rate set by the management contract or otherwise reasonably established by the Developer or Association, Developer office personnel, and/or Association employees, in applicable.

(c) Each Co-Owner may make only one (1) such request per calendar quarter. (d) No right of inspection exists if the Board of Directors determines in its reasonable discretion that allowing the inspection would impair the privacy or free association rights of members or the lawful purpose of the Association.

(d) These procedures shall also apply to requests for copies of books and records made by mortgagees of Units.

#### **ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; OFFICERS' AND DIRECTORS' INSURANCE**

Section 1. Indemnification of Officers and Directors. No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts

or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article XV shall apply to or have any effect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer which occurred after the date of the filing of the Articles of Incorporation of the Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, including actions by or in the right of the Association, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-Owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall/may provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit, or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

## **ARTICLE XVI AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or may be proposed by one-third (1/3) or more of the Co-Owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent of all Co-Owners. As long as Developer owns at least one unit, Developer must approve any amendment also. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-seven (67%) percent of the mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

Section 4. By Developer. Prior to the end of the Development and Sales Period, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-Owner or mortgagee, or affect any approval of municipality.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project, irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Amendments; Township Approval. Amendments to these Bylaws are subject to the prior review and approval of the Charter Township of Genoa.

## **ARTICLE XVII COMPLIANCE**

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

## **ARTICLE XVIII DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## **ARTICLE XIX REMEDIES FOR DEFAULT**

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of a lien (if default in payment of assessment(s)) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorney fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements or onto any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

## **ARTICLE XX ASSESSMENT OF FINES**

Section 1. General. The violation by any Co-Owner, occupant or guest of any of the provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-Owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board of Directors, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-Owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-Owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the Co-Owner be required to appear less than ten (10) days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-Owner before the Board of Directors and presentation of evidence of defense, or, in the event of the Co-Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents, and after default of the offending Co-Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Fifty (\$50.00) Dollar fine.

(c) Third Violation. One Hundred (\$100.00) Dollar fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Fifty (\$150.00) Dollar fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents, including, without limitation, those described in Article II and Article XIX of these Bylaws.

Section 5. Rights Under Condominium Act As to Tenants; Land Contract Vendees. Any violations of the Condominium Documents by tenants or land contract vendees, including the Rules and Regulations, shall entitle the Association acting through its Board of Directors to evict any tenant, occupant or land contract vendee under summary proceedings statutes. By taking occupancy or possession of a Unit all land contract vendees, tenants and occupants are deemed to have presumptively agreed to this right of the Association, even if they have not been provide actual notice of this right by the landlord or vendor of a Unit.

#### **ARTICLE XXI RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer, or its successors and/or assigns, shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer, or its successors and/or assigns, in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents that shall not be terminable in any manner hereunder and that shall be governed only in accordance with the terms of their creation or reservation and not hereby).

#### **ARTICLE XXII SEVERABILITY/CONSTRUCTION**

Section 1. Severability. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

##### **Section 2. Rules of Construction.**

- (a) In the event of a conflict between the Act, the Master Deed, the Articles of Incorporation, Bylaws and Rules and Regulations, the Act shall control.
- (b) In the event of a conflict between the Articles of Incorporation, the Master Deed, the Bylaws, or Rules and Regulations, the Articles of Incorporation shall control.
- (c) In the event of a conflict between the Master Deed, the Bylaws or Rules and Regulations, the Master Deed shall control.
- (d) In the event of a conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control.

### **AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

THIS AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation ("Township"), whose address is 2911 Dorr Road, Brighton, Michigan 48116 and HEALY HOMES AT SUMMERFIELD, LLC, a Michigan limited liability company ("Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382.

### **RECITALS**

A. Developer is the owner of real property located in the Township of Genoa, Livingston County, Michigan, described on attached Exhibit A (the "Property").

B. Developer intends to develop the Property as two residential condominiums to be known as Summerfield Pointe Attached Condominium and Summerfield Pointe Estates (together, the "Development"), and to establish separate condominium associations (each an "Association" and together, the "Associations") to manage and administer the affairs of each respective condominium in the Development.

C. The Development will include interior private roadways described on attached Exhibit B ("Private Roads").

D. Developer also wishes to provide for maintenance of the Private Roads by the owners of the units in the Development through assessments by the Association.

**NOW THEREFORE**, in consideration of less than \$100 and the mutual promises contained herein, the parties hereto agree as follows:

1. Access. This Agreement is subject to any easements and restrictions of record and the terms of the two master deeds to be recorded for the Development to be recorded by the Developer. Each master deed for the respective condominiums (each a "Master Deed") shall contain the following language:

"There shall exist for the benefit of the Township or any emergency service agency, an easement over all the Roads in the Development, as depicted on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed, for use by the Township and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Development and Co-Owners. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township or County of Livingston shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium."

**Commented [AA1]:** Same comment as before, if water/sewer to be provided by MHOG and/or GO those 2 entities should be identified

2. Maintenance. The Associations established to operate and maintain Summerfield Pointe Attached Condominiums and Summerfield Pointe Estates shall maintain, repair, replace and insure the Private Roads, with the costs of such maintenance, repair, replacement and insurance to be assessed to all future owners of units in Summerfield Pointe. The emergency vehicle access gate on Aster Boulevard near the West property line to restrict vehicular traffic between Summerfield Pointe Estates and the neighboring Hampton Ridge will be maintained by the Association for Summerfield Pointe Estates, at its sole cost and expense.

3. Master Deed Language Regarding Maintenance. The Master Deeds shall provide that the Roads in the Development (including, but not limited to, any gates, bollards or other similar temporary structures located thereon), are private Roads to be maintained, repaired, replaced and insured by the Association with the costs of the foregoing to be assessed to the Unit Owners as described in Article 2 of the Bylaws. Further, the Master Deeds shall provide that the owners of Units in the Development shall be responsible for and shall be assessed a share of the costs of insurance, maintenance, repair and replacement of the Roads through the Association as set forth in the Bylaws. The Associations shall establish a plan for regular maintenance, repair and replacement of the private roads in a safe and useable condition and shall assess all Unit Owners for the cost thereof in accordance with the Bylaws.

4. Relocation. Developer will have the right, from time to time, to relocate, at Developer's sole cost and expense, the Private Roads (or any portion(s) thereof), upon Developer's receipt of the prior written consent of the Township. In the event of any such relocation of the Private Roads, Developer will, simultaneously with the relocation of the Private Roads, grant or cause to be granted to the Township a new easement for the relocated Private Roads and Township will release the Easement granted under this Agreement with respect to the portion of the Private Roads, which is relocated.

5. Other Uses. Nothing contained in this Agreement shall be construed as restricting or prohibiting Developer from (i) granting any additional rights, privileges or easements over the Property or the Private Roads to any other person or entity, including without limitation for purposes of public and private utilities, or (ii) using or allowing the use of the ground below and/or the air space above the Private Roads for any purpose, including without limitation for purposes of public and private utilities. All such easements or uses shall be consistent with the terms of the Summerfield Pointe Planned Unit Development Agreement, or any amendment thereof.

6. Successors and Assigns. This Agreement shall constitute restrictions and covenants running with the Property. This Agreement shall be binding upon and benefit the parties and their respective transferees, successors and assigns.

7. Recording. This Agreement shall be recorded at the Livingston County Register of Deeds.

*[signatures continue on following page]*

TOWNSHIP

CHARTER TOWNSHIP OF GENOA, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Kevin T. Spicher, Supervisor

By: \_\_\_\_\_  
Janene Deaton, Clerk

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN        )  
                                      ) ss  
COUNTY OF LIVINGSTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for Livingston County personally appeared Kevin T. Spicher and Janene Deaton to me known to be the Supervisor and Clerk, of the Charter Township of Genoa, a Michigan municipal corporation, respectively, who were duly authorized by the Genoa Township Board to sign this Agreement on behalf of the Charter Township of Genoa.

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

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

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

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

Acknowledged before me on \_\_\_\_\_, 2025, by Jack Healy, Managing Member of Healy  
Homes at Summerfield, LLC, a Michigan limited liability company, on behalf of the company.

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

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Jack D. Healy  
3696 Sleeth Road  
Commerce Township, MI 48382

**EXHIBIT A TO AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

**PROPERTY**

*(see attached)*

LAND SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

Tax Parcel:

4853-4688-6504\_2

**EXHIBIT B TO AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS**

**INTERIORS ROADS**

*(see attached)*

4853-4688-6504\_2

**EMERGENCY ACCESS EASEMENT**

NOW ALL MEN BY THESE PRESENTS, that HEALY HOMES AT SUMMERFIELD, LLC, a Michigan limited liability company, whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382 (“Grantor”), for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the the CHARTER TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116, (“Grantee”), an easement for the purpose of ingress and egress by emergency service providers for which the Township has contracted and may contract for as well as those directly provided, in, over, upon and through the following described premises situated in the Charter Township of Genoa, County of Livingston, State of Michigan as further described on Exhibit A attached hereto.

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

Grantor reserves for the benefit of the Grantee and any emergency service agency, an easement over the Easement Area described on the attached and incorporated Exhibit A for use by the Grantee, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants and invitees thereof for which the Township has contracted and may contract as well as those directly provided. The foregoing easement shall in no way be construed as a dedication of any roadways to the public. Grantor may modify and relocate all or part of the Easement Area provided that it obtains the approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

*[signatures on following page]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## GRANTOR

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

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

---

Jack Healy

Its: Managing Member

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

Acknowledged before me on \_\_\_\_\_, 2025, by Jack Healy, Managing Member of Healy Homes at Summerfield, LLC, a Michigan limited liability company, on behalf of the company.

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

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Alexandra E. Dieck  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, Michigan 48104

**EXHIBIT A**  
**Grantor Property**  
*(see attached)*

LAND SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON STATE OF MICHIGAN,  
DESCRIBED AS FOLLOWS:

SUMMERFIELD POINTE P.U.D.

OVERALL PARCEL: 60.734 Acres

(Parcels 4711-04-400-013, 014, 015, 016 and "Summerfield Pointe" Replat #2 Combined)

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: BEGINNING at the South 1/4 Corner of said Section 4;

thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W 1366.11 feet and
- 2) N02°11'05"W 1525.13 feet

(recorded as N01°50'51"E 2890.65 feet) to the center of Section 4;

thence along the East-West 1/4 line of Section 4, N88°53'35"E 1177.52 feet (recorded as S87°40'06"E 1162.17 feet);

thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet;

thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet);

thence S01°33'04"E 373.67 feet (recorded as S01°53'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet;

thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E 510.56 feet (recorded as S01°17'41"W 510.39 feet);

thence N84°03'00"E (recorded as N87°29'24"E) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet);

thence S01°39'07"E 226.89 feet (recorded as S01°48'17"W 227.42 feet); thence N89°34'14"E (recorded as S87°01'22"E) 186.47 feet; thence along the West line of said "Sunrise Park" the following three courses:

- 1) S51°44'32"E (recorded as S48°20'08"E) 240.00 feet;
- 2) S41°02'02"E 145.55 feet (recorded as S37°37'39"E 146.14 feet) and
- 3) S01°47'25"E 385.18 feet (recorded as S01°42'54"W 386.00 feet);

thence S88°43'10"W 10.00 feet (recorded as N88°17'06"W 10.00 feet); thence along a line 10 feet West of and parallel to the West line of said "Sunrise Park" the following two courses:

- 1) S01°43'39"E 241.29 feet (recorded as S1°42'54"W 241.14 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of said Section 4, as previously surveyed, S88°50'35"W (recorded as N89°43'06"W) 473.99 feet; thence along a line coincident with Lawson Drive the following three courses:

- 1) N05°38'45"W (recorded as N02°12'21"W) 150.00 feet;
- 2) S88°50'35"W (recorded as N89°43'06"W) 150.00 feet and
- 3) S05°38'45"E (recorded as S02°12'21"E) 150.00 feet;

thence along the South line of said Section 4, as previously surveyed, S88°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning. Containing 60.73 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises..

NATURE PRESERVE

PARCEL 4711-04-400-013 22.226 Acres

(Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records)

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: Commencing at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W (recorded as N01°50'51"E) 1366.11 feet and
- 2) N02°11'05"W (recorded as N01°50'51"E) 569.39 feet to the PLACE OF BEGINNING and
- 3) N02°11'05"W (recorded as N01°50'51"E) 955.74 feet to the center of Section 4;

thence along the East-West 1/4 line of Section 4, N88°53'35"E 1177.52 feet (recorded as S87°40'06"E 1162.17 feet); thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet; thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet);

thence S01°33'04"E 373.67 feet (recorded as S01°53'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 132.62 feet; thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:

- 1) S87°51'55"W (recorded as N88°42'19"W) 144.66 feet;
- 2) N54°02'14"W (recorded as N50°36'28"W) 244.39 feet and
- 3) S82°05'20"W 291.13 feet (recorded as S85°31'06"W 285.32 feet) to the Place of Beginning.

Containing 22.22 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

SITE PLAN DESCRIPTIONS

PARCEL 4711-04-400-014 26.252 Acres

(\*Part of Possible Expansion/Future Development Area "A")

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as: BEGINNING at the South 1/4 Corner of said Section 4;

thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W 1366.11 feet and
- 2) N02°11'05"W 569.39 feet

(recorded as N01°50'51"E 1936.02 feet);

thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:

- 1) N82°05'20"E 291.13 feet (recorded as N85°31'06"E 285.32 feet);
- 2) S54°02'14"E (recorded as S50°36'28"E) 244.39 feet and
- 3) N87°51'55"E (recorded as S88°42'19"E) 144.66 feet;

thence S02°08'43"E (recorded as S01°17'41"W) 377.94 feet;

thence N84°03'00"E (recorded as N87°29'24"E) 79.92 feet;

thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet); thence S01°39'07"E 226.89 feet (recorded as S01°48'17"W 227.42 feet); thence S87°21'52"W 79.51 feet (recorded as S70°51'31"W 80.28 feet);

thence S78°03'07"W (recorded as S82°01'15"W) 95.00 feet; thence S03°24'18"E (recorded as S00°00'00"W) 97.26 feet; thence S80°36'56"W (recorded as S84°01'14"W) 77.58 feet; thence S09°28'23"E (recorded as S06°04'05"E) 130.52 feet; thence S78°24'48"E 34.65 feet (recorded as S78°00'30"E 34.93 feet); thence S12°42'28"E 416.34 feet (recorded as S09°16'02"E 416.23 feet);

thence Southwesterly 59.62 feet along the arc of a 200.00 foot radius curve to the right, through a central angle of 17°04'52" and having a chord bearing S04°10'00"E (recorded as S00°00'00"E) 58.40 feet; thence S04°22'28"W (recorded as S07°48'50"W) 13.56 feet; thence S80°11'15"W (recorded as S83°37'39"W) 60.77 feet; thence S03°26'24"E (recorded as S00°00'00"W) 34.61 feet; thence along the West line of Lawson Drive, S05°38'45"E (recorded as S02°12'21"E) 150.00 feet; thence along the South line of Section 4, as previously surveyed, S88°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning.

Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-015 1.132 Acres

(\*Possible Expansion/Future Development Area "B")

Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:

Commencing at the South 1/4 Corner of said Section 4; thence along the South line of Section 4, as previously surveyed, N86°50'35"E 546.06 feet (recorded as S89°43'06"E 546.16 feet); thence along the West line of Lawson Drive, N05°38'45"W (recorded as N02°12'21"W) 150.00 feet; thence N03°26'24"W (recorded as N00°00'00"E) 34.61 feet; thence N80°11'15"E (recorded as N83°37'39"E) 60.77 feet;

thence N04°22'28"E (recorded as N07°48'50"E) 13.56 feet; thence Northwesterly 59.62 feet along the arc of a 200.00 foot radius curve to the left, through a central angle of 17°04'52" and having a chord which bears N04°10'00"W (recorded as N00°43'36"W) 59.40 feet; thence N12°42'26"W (recorded as N09°16'02"W) 159.13 feet; thence N77°18'10"E (recorded as N80°43'58"E) 27.00 feet to the POINT OF BEGINNING; thence N12°42'26"W (recorded as N09°16'02"W) 306.30 feet; thence Northwesterly 30.26 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 86°41'20" (recorded as 86°41'33") and having a chord bearing N30°27'50"E (recorded as N34°04'44"E) 27.46 feet; thence Southeasterly 201.82 feet along the arc of a 289.00 foot radius curve to the right, through a central angle of 40°00'52" (recorded as 40°00'44") and having a chord bearing S80°00'30"E (recorded as S82°24'07"E) 197.75 feet; thence S23°59'50"W (recorded as S27°26'14"W) 147.43 feet; thence S38°36'45"E (recorded as S33°10'21"E) 58.47 feet; thence S12°42'26"E (recorded as S9°16'02"E) 97.80 feet; thence S77°17'34"W (recorded as S80°43'58"W) 143.83 feet to the Point of Beginning.

Containing 1.13 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-016 1.142 Acres

(\*Possible Expansion/Future Development Area "C")

Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; described as:

Commencing at the South 1/4 Corner of Section 4; thence along the South line of Section 4, N86°50'35"E (recorded as S89°43'06"E) 546.06 feet to the POINT OF BEGINNING;

thence N48°02'05"W (recorded as N44°35'46"W) 135.18 feet; thence N41°10'45"E (recorded as N44°37'04"E) 9.00 feet; thence N50°03'17"W (recorded as N46°36'58"W) 27.00 feet; thence Northeasterly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'33") and having a chord bearing N20°31'27"E (recorded as N23°51'46"E) 121.63 feet;

thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:

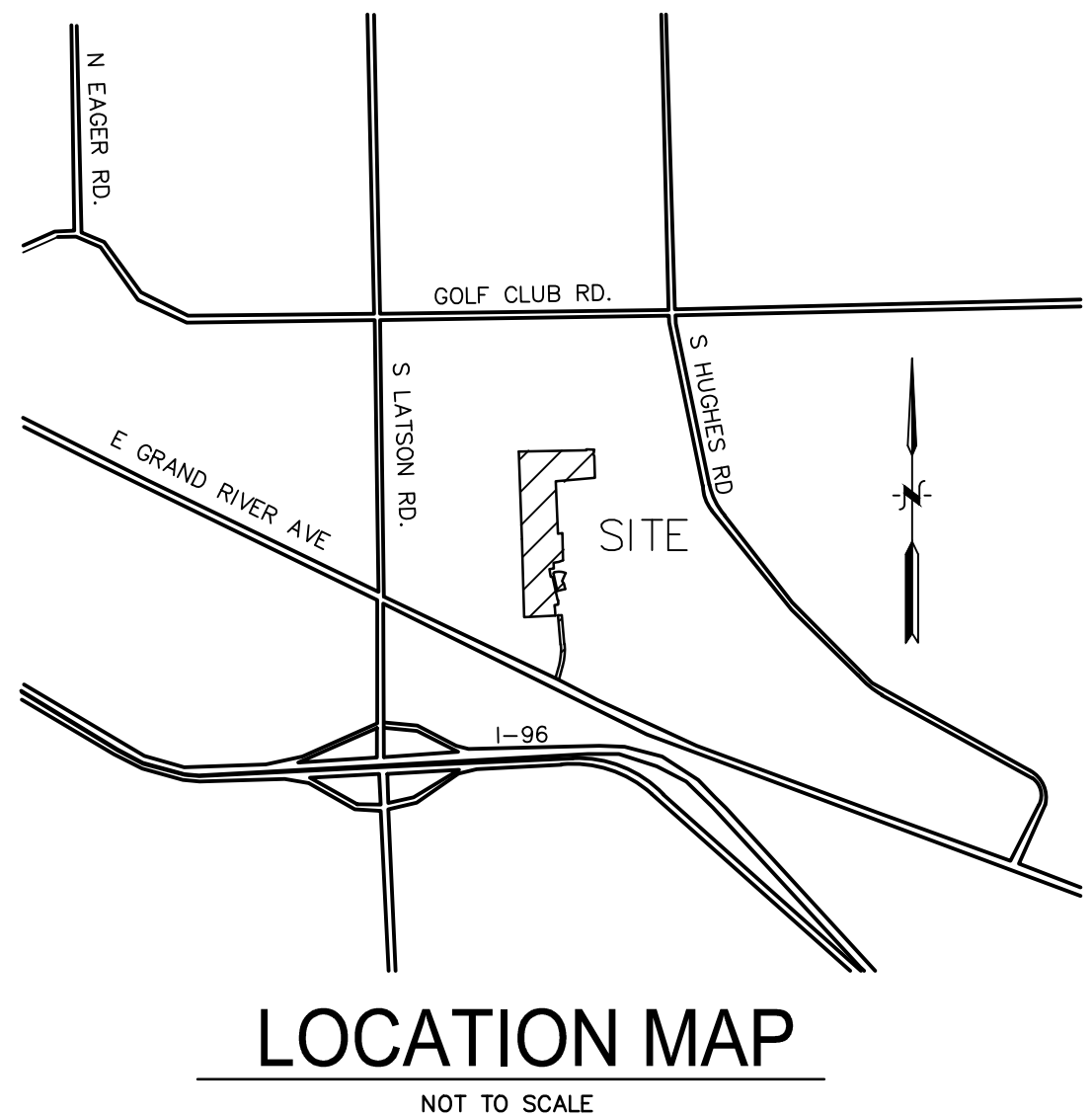
- 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of Section 4, S88°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.

Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

FINAL AMENDED P.U.D. PLAN  
FOR  
SUMMERFIELD POINTE  
PLANNED UNIT DEVELOPMENT

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



LOCATION MAP

NOT TO SCALE

SHEET INDEX

- EX EXISTING CONDITIONS & DEMOLITION PLAN
- PP TOWNHOUSE PARALLEL PLAN
- SD SITE DEVELOPMENT PLAN
- SP1 DIMENSIONAL SITE PLAN (NORTH)
- SP2 DIMENSIONAL SITE PLAN (SOUTH)
- SP3 DIMENSIONAL SITE PLAN (EAST)
- UT1 UTILITY PLAN (NORTH)
- UT2 UTILITY PLAN (SOUTH)
- UT3 UTILITY PLAN (EAST)
- UT4 UTILITY EASEMENT PLAN (NORTH)
- UT5 UTILITY EASEMENT PLAN (SOUTH)
- UT6 DETENTION BASIN "A" PLAN & PROFILE
- UT7 DETENTION BASIN "A" CALCULATION, NOTES & DETAILS
- UT8 SANITARY SEWER & STORM SEWER CALCULATIONS
- UT9 EXISTING & PROPOSED UTILITY STRUCTURE INVENTORY
- GR1 GRADING PLAN (NORTH)
- GR2 GRADING PLAN (SOUTH)
- GR3 GRADING PLAN (EAST)
- SE1 SOIL EROSION AND SEDIMENTATION CONTROL PLAN (NORTH)
- SE2 SOIL EROSION AND SEDIMENTATION CONTROL PLAN (SOUTH)
- SE3 SOIL EROSION AND SEDIMENTATION CONTROL PLAN (EAST)
- SE4 SOIL EROSION AND SEDIMENTATION CONTROL NOTES & DETAILS
- WS1 WATERSHED PLAN
- WS2 EXISTING SOILS MAP
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE PLAN
- L-3 LANDSCAPE DETAILS
- DT1 SUMMERFIELD IMPROVEMENTS, PAVEMENT NOTES & DETAILS
- DT2 STORM SEWER NOTES & DETAILS
- DT3 SIGNAGE & GATE DETAILS

SUMMERFIELD POINTE P.U.D. UTILITIES QUANTITY

Water Main		
8" CL52 D.I. Watermain	3,331	L.F.
6" CL52 D.I. Watermain	80	L.F.
8" Gate Valve in Well (5" Dia.)	5	Each
Hydrant + Valve Assembly	10	Each
8"x8"x8" Tee	2	Each
8"x8"x6" Tee	10	Each
8" Tapping Sleeve & Valve in Well	1	Each
8"-11.25" Bend	16	Each
8"-22.25" Bend	7	Each
8"-45" Bend	2	Each
6" 90" Bend	9	Each
2" Copper Water Lead	4,668	L.F.
Water Shutoff	102	Each

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

Land Use Summary		
must be included on the O&M Plan Sheet for all site plans		
Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (ac)	38.58	38.58
Impervious Area (ac)	3.62	12.42
Total Pervious Area (ac)	34.96	26.16
Pervious Area Breakdown by Cover Type		
Meadow/lowland/natural areas (non-cultivated)		
Predominant NRCS Soil Type (A, B, C, or D)	B	0
Improved areas (turf grass, landscape, row crops)		
Predominant NRCS Soil Type (A, B, C, or D)	B	B
Wooded Areas		
Predominant NRCS Soil Type (A, B, C, or D)	B	B
CPVC Volume Calculated (cubic feet)	77,439	
CPVC Volume Provided (cubic feet)	84,866	
CPRC Volume Provided (cubic feet)	124,036	

AERIAL PHOTOGRAPH

SCALE: 1 in. = 300 ft.



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

PLAN DISTRIBUTION LIST

PLAN DATE	AGENCY	CONTACT NAME	DESCRIPTION	STATUS
July 7, 2023	Genoa Twp.	Kelly VanMarter	Preliminary PUD / Site Plan Review	Approved
Feb. 14, 2025	Genoa Twp.	Kelly VanMarter	Final PUD / Site Plan Review	
Feb. 14, 2025	L.C.D.C.	Ken Recker	Site Drainage Review	

PERMITTING AGENCY LIST

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

ENGINEER/SURVEYOR

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

OWNER / DEVELOPER

HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE 100  
MILFORD, MICHIGAN 48381

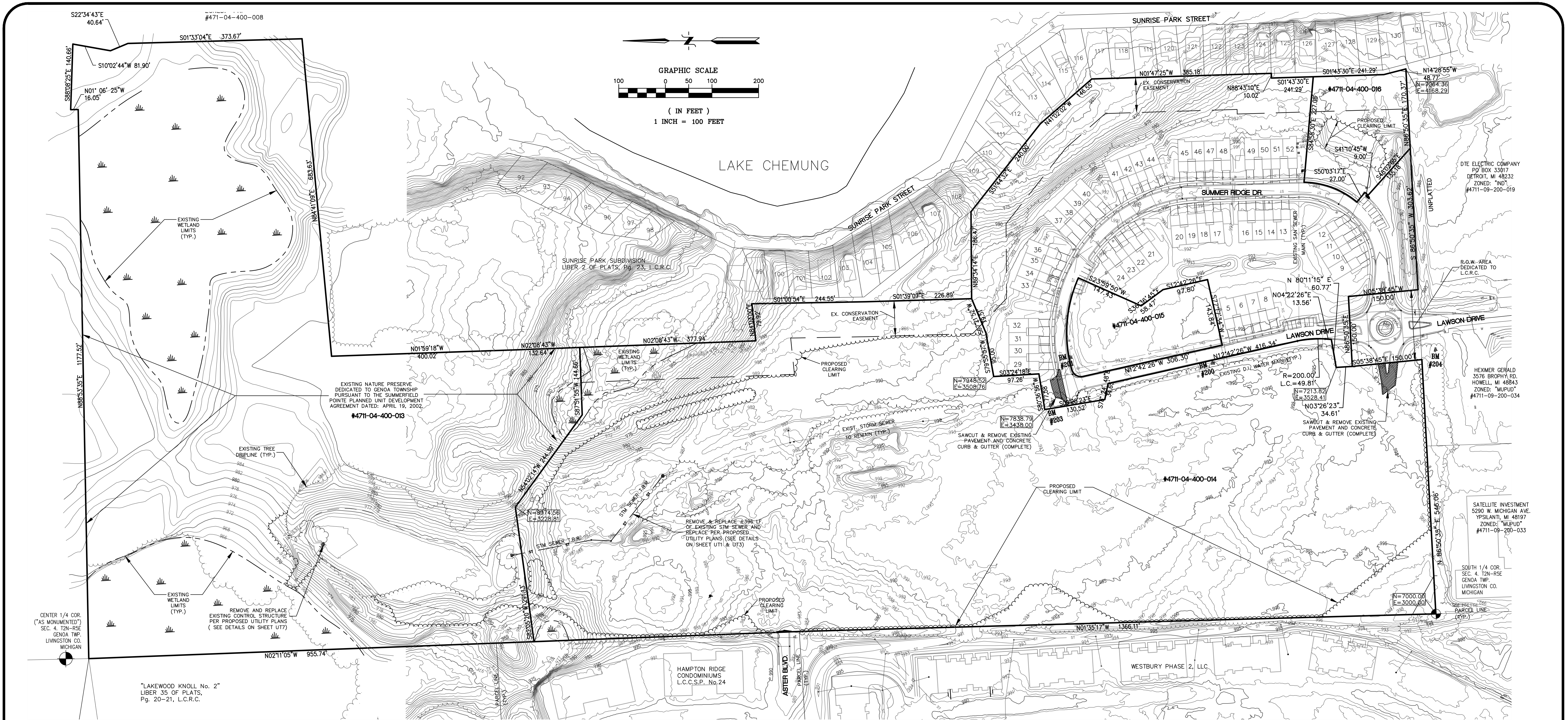
LANDSCAPE ARCHITECT

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



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

REVISED	SCALE: 1"=300'
DEC. 9, 2024	PROJECT No.: 214159
	DWG NAME: 4159-COV
	PRINT: FEB. 14, 2025



DESIGN:WMP

DRAFT: JHG

CHECK: WMP

REVISION #

1

02-14-25

REVISED PER TOWNSHIP REVIEW COMMENTS

REVISION #

REVISION-DESCRIPTION

REVISION #

DATE

REVISION-DESCRIPTION

SUMMERFIELD

POINTE PUD

EXISTING CONDITIONS

&

DEMOLITION PLAN

CLIENT:

HEALY HOMES AT SUMMERFIELD LLC

1100 CORPORATE DR. STE 100

MILFORD, MICHIGAN 48381

248-684-1699

SCALE:

1in. = 100ft.

PROJECT No.:

214159

DWG NAME:

4159 EX

ISSUED:

FEB. 14, 2025

811

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(TOLL FREE)

OR VISIT CALL811.COM

DESIGN INC

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LAND SURVEYORS

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BRIGHTON, MICHIGAN 48114

EX

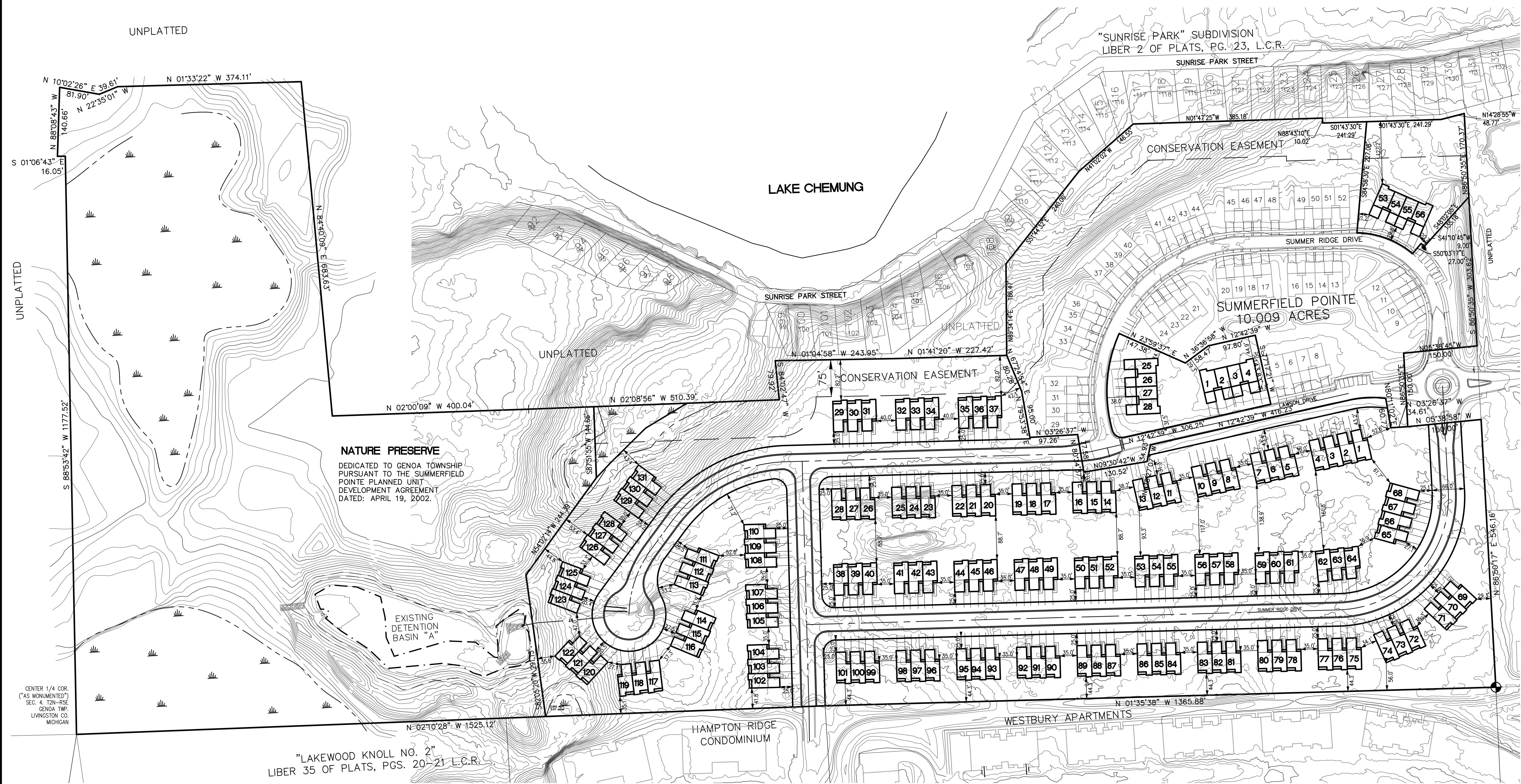
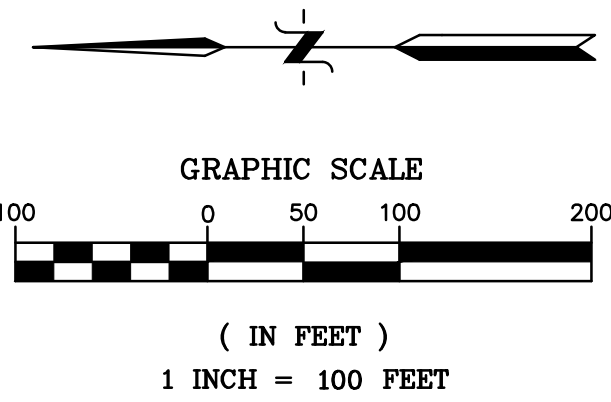
1. The demolition specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
2. Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to performing demolition work. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
3. Contractor shall contact the appropriate Agencies to coordinate disconnect of the electric, gas, phone, cable and other public utilities as necessary prior to performing demolition work.
4. Contractor shall contact the appropriate Agencies to coordinate removal and/or relocation of any underground and/or overhead public utility lines as necessary prior to performing demolition work.
5. Contractor shall recycle and/or dispose of all demolition debris in accordance with the appropriate Local, County, State and Federal regulations.
6. All bituminous and concrete pavement to be removed shall be saw cut at the limits of removal to provide for a clean straight edge for future abutment.
7. All existing irrigation lines to be removed shall be terminated at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Ends of pipe shall be capped and the location of marked for future connection.

**DEMOLITION NOTES:**

8. All existing water main and sanitary sewer to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent plugs shall be installed in the ends of pipe in accordance with the appropriate Agency. The Contractor shall record the location of all permanent plugs and provide the location information to the appropriate Agency.
9. All existing storm sewer to be removed shall be terminated at the limits of demolition or as indicated on the project plans. Temporary plugs shall be installed in the ends of pipe in accordance with the appropriate Agency and the locations of marked for future connection. Permanent bulkheads shall be installed in the ends of pipe and/or openings in terminating structures in accordance with the appropriate Agency. The Contractor shall record the location of all permanent bulkheads and provide the location information to the appropriate Agency.
10. All existing light sources to be removed shall have their power cables removed up to the power source or properly terminated for future connection at the limits of demolition or as necessary to allow for construction of the proposed site improvements. Removal and termination of power cables shall be performed in accordance with local electric codes.
11. All existing utility meters to be removed shall be properly removed to allow for reuse. Any existing utility meters that are not to be reused as a part of this project shall be returned to the appropriate Agency.
12. All trenches and/or excavations resulting from the demolition of underground utilities, building foundations, etc., that are located within the 1 on 1 influence zone of proposed structures, paved areas and/or other areas subject to vehicular traffic shall be backfilled with MDOT Class III granular material (or better) to the proposed subgrade elevation. Backfill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor).

- BENCHMARKS**
- DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAY NO. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.
- BENCHMARKS**
- BENCHMARK #204 (PRIMARY)  
SPRINKLE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE," ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)
- BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377A FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)
- BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 484 FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

- LEGEND**
- = PROPERTY LINE  
— = EX. EDGE OF PAVEMENT  
— = EX. EASEMENT LINE  
— = APPROX. WETLAND LINE  
— = UTILITY POLE W/GUY WIRE  
— = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)  
— = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)  
— = EXISTING TREE DRIP LINE  
— = EDGE OF GRAVEL  
— = CONCRETE CURB (UNLESS OTHERWISE STATED)  
— = SANITARY SEWER PIPE  
— = SANITARY SEWER MANHOLE W/IDENTIFIER  
— = STORM WATER DRAINAGE PIPE  
— = STORM WATER MANHOLE W/IDENTIFIER  
— = CATCH BASIN W/IDENTIFIER  
— = FLARED END SECTION  
— = WATER MAIN  
— = HYDRANT  
— = WATER SHUT OFF  
— = WATER VALVE BOX  
— = U/G GAS  
— = GAS SHUT OFF  
— = 1' CONTOUR  
— = 5' CONTOUR



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

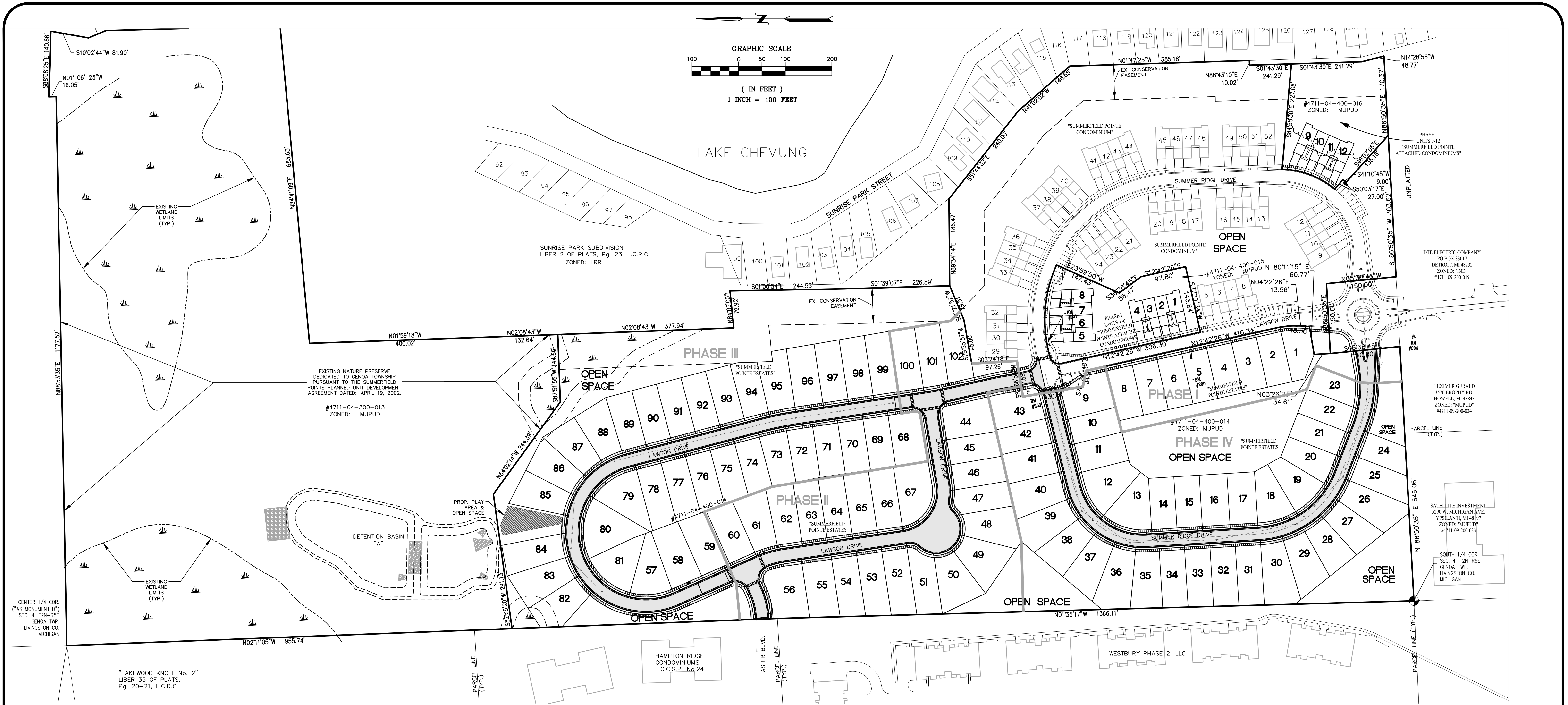
CENTER 1/4 COR.  
("AS MONUMENTED")  
SEC. 4, T2N-R5E  
GENOA TWP.  
LIVINGSTON CO.  
MICHIGAN

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

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

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

DESIGN:WMP DRAFT: CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	SUMMERFIELD POINTE PUD	PARALLEL PLAN TOWNHOUSE SINGLE FAMILY RESIDENTIAL	CLIENT:	SCALE: 1in. = 100ft.	PP
									HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.: 214159	
									3696 SLEETH RD,	DWG NAME: 4159 B	
									COMMERCE TOWNSHIP, MICHIGAN 48382	ISSUED: FEB. 14, 2025	
									248-684-1699		



SITE DATA & ZONING TABLE

Project / Owner: Summerfield Pointe PUD / Healy Homes of Summerfield  
Location: Genoa Township, Michigan  
Address: Summerfield Pointe Residential Development  
Tax ID Numbers: #4711-04-400-014, 015 & 016  
Zoning: MU-PUD-Mixed Use Planned Unit Development (Article 10)

OVERALL SITE DATA	REQUIRED	COMMENTS
<b>FEATURE</b>	<b>PROPOSED</b>	
<b>Setbacks:</b>		
Front Building Setback =	30 ft	
Side Building Setback =	14 ft Max. / 5 ft Min.	See Plan Sheets SP1 & SP2 for Details
Rear Building Setback =	30 ft	
Road Right of Way =	30 ft Min.	
<b>Buildings:</b>		
Max. Building Height =	2 Story	
Max. Building Height =	35 ft	
Units with Basement =	Yes	
Min. Building Footprint =	1,400 sf	Single Family Homes
	6,808 sf	Attached Condominiums
<b>Site Area &amp; Coverage:</b>		
Gross Site Area =	26.30 Ac.	#4711-04-400-014
	1.13 Ac.	#4711-04-400-015
	1.21 Ac.	#4711-04-400-016
	28.64 Ac.	Combined Site Area
Nature Preserve Area =	22.21 Ac.	#4711-04-400-013 Dedicated to Genoa Twp.
Open Space Area =	7.30 Ac.	
% Open Space Area =	25.5%	25% Min
% Lot Coverage =	12.6%	35% Max. (Building Footprint)
Bituminous Pavement Area =	2.0 Ac.	Private
Concrete Sidewalk Area =	0.97 Ac.	Private
% Impervious Surface =	10.4%	50% Max.

**BENCHMARKS**

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

**BENCHMARKS**

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88)

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

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377± FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

BENCHMARK #201  
CENTERLINE OF DATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48± FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

**LEGEND**

— = PROPERTY LINE  
— = EX. EDGE OF PAVEMENT  
- - - = EX. EASEMENT LINE  
- - - = APPROX. WETLAND LINE  
--- = UTILITY POLE W/GUY WIRE  
--- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)  
--- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)

--- = EXISTING TREE DRIP LINE  
--- = EDGE OF GRAVEL  
--- = CONCRETE CURB (UNLESS OTHERWISE STATED)  
--- = PROPOSED CURB AND GUTTER  
--- = PROPOSED CONCRETE WALK  
--- = PROPOSED BITUMINOUS PAVEMENT

SUMMERFIELD POINTE ESTATES  
PHASE I UNITS 1-8  
PHASE II UNITS 44-56, 60-67, 100-102  
PHASE III UNITS 57-59, 68-99  
PHASE IV UNITS 9-43

f: Proposed Site will be serviced by public Water & Sanitary Sewer service.

DESIGN: JHG	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: JMB						

SUMMERFIELD  
POINTE PUD

REVISED  
SITE DEVELOPMENT PLAN

CLIENT:  
HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE. 100  
MILFORD, MICHIGAN 48381  
248-684-1699

SCALE: 1 in. = 100 ft.  
PROJECT No.: 214159  
DWG NAME: 4159 SD  
ISSUED: FEB. 14, 2025

SD

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2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114



GRAPHIC SCALE  
40 0 20 40 80  
( IN FEET )  
1 INCH = 40 FEET

LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- EX. EASEMENT LINE
- APPROX. WETLAND LINE
- UTILITY POLE W/ DRY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
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- CONCRETE CURB (UNLESS OTHERWISE STATED)
- SANITARY SEWER PIPE
- SANITARY SEWER MANHOLE W/ IDENTIFIER
- STORM WATER DRAINAGE PIPE
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- FLARED END SECTION
- WATER MAIN
- HYDRANT
- WATER SHUT OFF
- WATER VALVE
- WATER VALVE BOX
- U/G GAS
- GAS SHUT OFF
- 1" CONTOUR
- 5' CONTOUR
- PROPOSED UNIT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURES
- PROPOSED CURB AND GUTTER
- PROPOSED CONCRETE WALK
- PROPOSED CONCRETE DRIVEWAY

**BENCHMARKS**  
DATUM BASED ON PREVIOUS BENCHMARK AS  
DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD  
POINTE," LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 295. DATUM REFERS TO  
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**BENCHMARKS**  
BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE,  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 377.5 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 484 FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 332 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

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

NOTES:  
1. See sheet SD for site data & zoning table  
2. See sheets UT4 & UT5 for utility easements  
3. The address shall be a minimum of 4" high letters of  
contrasting colors and be clearly visible from the street. The  
location and size shall be verified prior to installation.

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DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP						

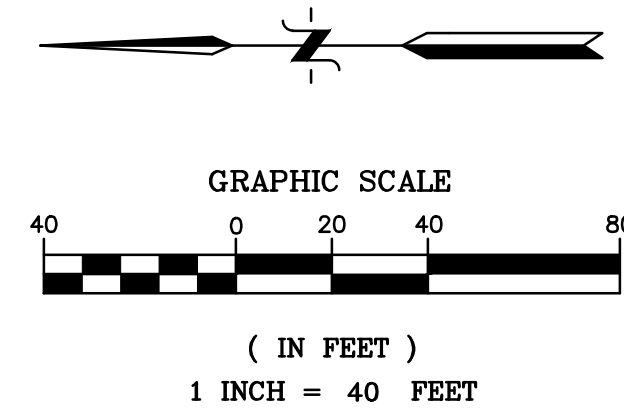
SUMMERFIELD  
POINTE PUD

DIMENSIONAL  
SITE PLAN (NORTH)

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: 1in. = 40ft. PROJECT No.: 214159 DWG NAME: 4159 SP2-3 ISSUED: FEB. 14, 2025	SP1
---	---	-----

MATCH LINE - SEE SHEET SP3

OPEN SPACE



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
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- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED CONCRETE WALK
- = PROPOSED CONCRETE DRIVEWAY

BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS  
DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD  
POINTE," LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 295. DATUM REFERS TO  
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BENCHMARKS

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 377+ FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

BENCHMARK #201  
CENTERING OF GATE VALVE, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 35+ FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

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

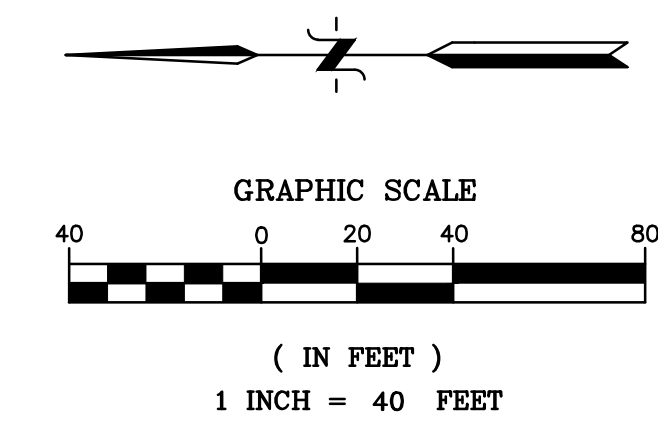
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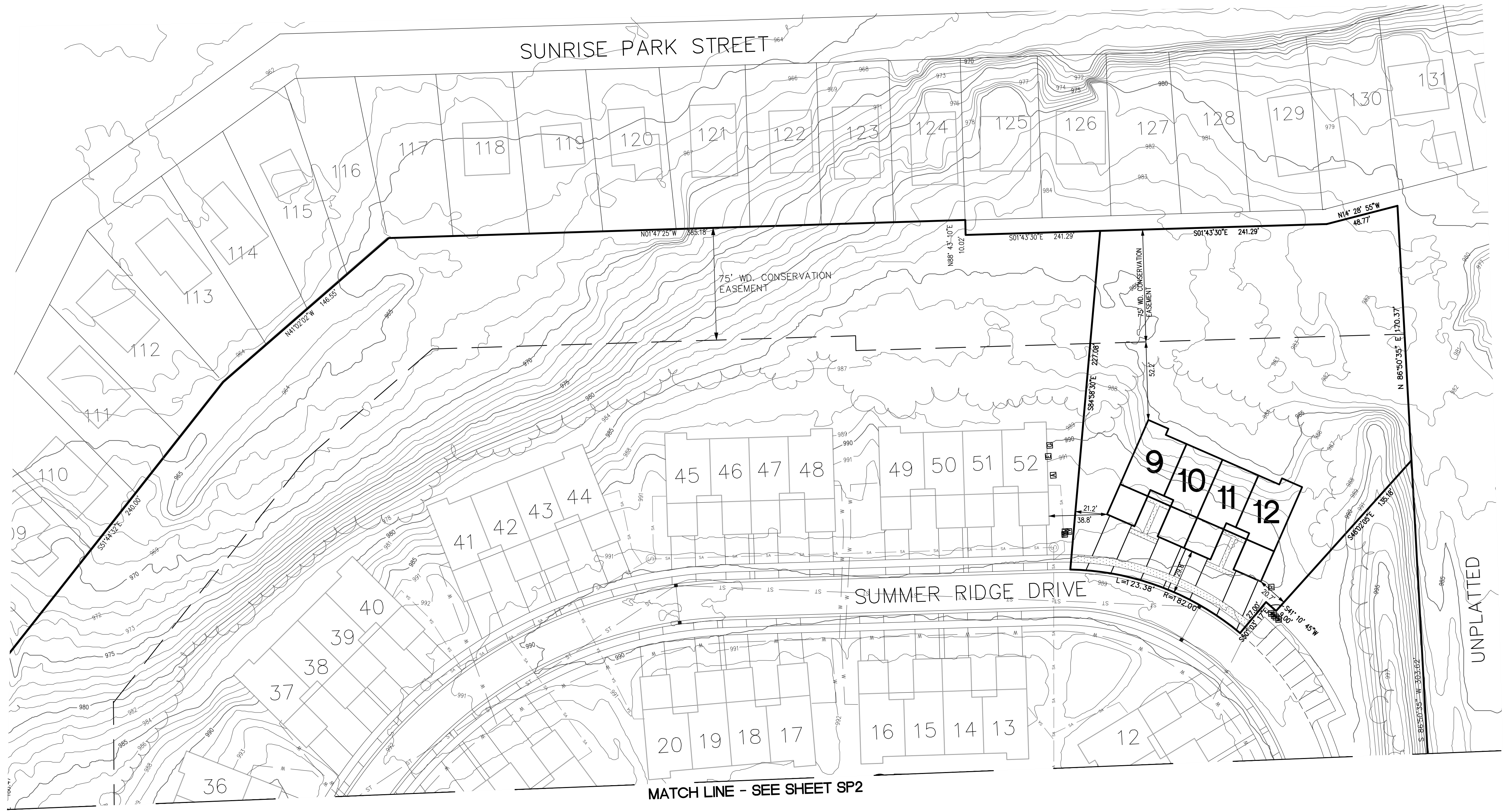
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NOTES:  
1. See sheet SD for site data.  
2. See sheets UT4 & UT5 for utility easements  
3. The address shall be a minimum of 4" high letters of  
contrasting colors and be clearly visible from the street, the  
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DESIGN:WMP		REVISION #		DATE		REVISION-DESCRIPTION		REVISION #		DATE		REVISION-DESCRIPTION		SUMMERFIELD POINTE PUD		DIMENSIONAL SITE PLAN (SOUTH)		CLIENT:		SCALE: 1in. = 40ft.		PROJECT No.: 214159		DWG NAME: 4159 SP2-3		ISSUED: FEB. 14, 2025		SP2	
DRAFT: JHG		1		2-14-25		REVISED PER TOWNSHIP REVIEW COMMENTS												HEALY HOMES AT SUMMERFIELD LLC											
CHECK: WMP																		1100 CORPORATE OFFICE DR., STE. 100											
																		MILFORD, MICHIGAN 48381											
																		248-684-1699											



- LEGEND**
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  - = EX. EASEMENT LINE
  - = APPROX. WETLAND LINE
  - = UTILITY POLE W/GUY WIRE
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  - = CONCRETE CURB (UNLESS OTHERWISE STATED)
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  - = WATER MAIN
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  - = PROPOSED STORM STRUCTURES
  - = PROPOSED CURB AND GUTTER



**BENCHMARKS**  
DATUM BASED ON PREVIOUS BENCHMARK AS  
DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD  
POINTE," LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 295. DATUM REFERS TO  
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**BENCHMARKS**  
BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 992.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

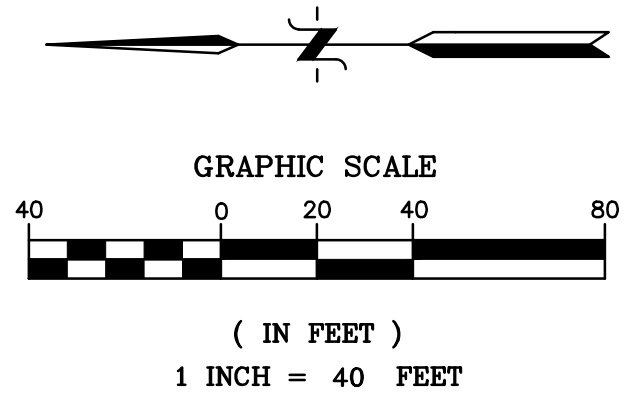
BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 377.6 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 48.4 FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 335 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

**NOTES:**  
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2. See sheets UT4 & UT5 for utility easements  
3. The address shall be a minimum of 4" high letters of  
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DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	SUMMERFIELD POINTE PUD	DIMENSIONAL SITE PLAN (EAST)	CLIENT:  HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: 1in. = 40ft.	PROJECT No.: 214159  DWG NAME: 4159 SP2-3  ISSUED: FEB. 14, 2025	S



## LEGEND

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- = EX. EASEMENT LINE
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- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER

## BENCHMARKS

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

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48± FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33± FEET NORTH OF SILVER LEAF DRIVE.  
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BENCHMARK #204 (PRIMARY)  
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ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
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ELEVATION = 995.89 (PLATTED)

## STRUCTURE INVENTORY

STORM MANHOLE MH-01A		
RM	993.04	
S 18" RCP	983.41	
N 21" RCP	981.74	
W 15" RCP	984.28	
S 15" RCP	984.28	
N 18" RCP	984.08	
STORM MANHOLE #03A		
RM	986.33	
S 30" RCP	973.19	
N 36" RCP	973.19	
STORM CATCH BASIN CB-10		
RM	985.12	
SE 36" RCP	970.69	
N 36" RCP	970.59	
STORM CATCH BASIN CB-11		
RM	986.33	
S 36" RCP	970.53	
NW 36" RCP	970.53	
STORM CATCH BASIN CB-12		
RM	991.07	
SW 12" RCP	985.07	
W 12" RCP	984.52	
E 15" RCP	984.47	
STORM CATCH BASIN CB-13		
RM	991.07	
SW 12" RCP	985.07	
W 12" RCP	984.52	
E 15" RCP	984.47	
STORM CATCH BASIN CB-14		
RM	988.59	
SE 12" RCP	982.79	

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

SUMMERFIELD POINTE P.U.D. UTILITIES QUANTITY		
Water Main		
8" CL52 D.I. Watermain	3,331	LF.
6" CL52 D.I. Watermain	80	LF.
8" Gate Valve in Well (6" Dia.)	5	Each
Hydrant + Valve Assembly	10	Each
8"x8"x6" Tee	2	Each
8"x8"x6" Tee	10	Each
8" Tapping Sleeve & Valve in Well	1	Each
8"-11.25" Bend	16	Each
8"-22.25" Bend	7	Each
8"-45" Bend	2	Each
5" 90° Bend	9	Each
2" Copper Water Lead	4,669	LF.
Water Shutoff	102	Each
Sanitary Sewer		
8" SDR, 26 PVC Sanitary Sewer Main	3,987	LF.
6" SDR, 26 PVC Sanitary Sewer Lead	3,120	LF.
Sanitary Cleanouts	102	Each
4" Dia. Concrete Manhole w/solid Manhole Cover	22	Each

MATCHLINE - SEE SHEET UT6

MATCHLINE - SEE SHEET UT2

- NOTES:**
- See sheets UT4 & UT5 for proposed utility easement plan.
  - See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
  - A permit from MHOOG is required for sanitary & water main connections.

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP						

## SUMMERFIELD POINTE PUD

## UTILITY PLAN NORTH

CLIENT:  
HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE. 100  
MILFORD, MICHIGAN 48381  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: FEB. 14, 2025

## UT1

**811**  
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3 WORKING DAYS  
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2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

# STRUCTURE INVENTORY

SAN SEWER MH-03	RM 991.83
N 8" PVC 991.48	
W 8" PVC 991.48	
S 8" PVC 991.43	
SAN SEWER MH-04	RM 992.58
N 8" PVC 992.58	
E 8" PVC 992.68	
S 8" PVC 992.48	
SAN SEWER MH-05	RM 990.79
N 8" PVC 993.90	
W 8" PVC 993.94	
SAN SEWER MH-12	RM 993.95
N 8" PVC 994.15	
S 8" PVC 994.05	
SAN SEWER MH-14	RM 993.67
SE 8" PVC 995.42	
SAN SEWER MH #206 (OFFSITE)	RM 990.00
W 8" PVC 971.30	
STORM CATCH BASIN CB-01	RM 990.86
E 12" RCP 994.96	
FLARED END SECTION FES-100B	S 36" RCP 970.35
STORM CATCH BASIN CB-02	RM 990.81
W 12" RCP 994.61	
N 15" RCP 994.58	
STORM MANHOLE MH-02B	RM 997.40
SE 36" RCP 972.50	
NW 36" RCP 972.30	
STORM CATCH BASIN CB-03	RM 990.97
SW 12" RCP 992.82	
S 21" RCP 991.12	
NW 21" RCP 991.02	
STORM CATCH BASIN CB-05	RM 990.97
W 18" RCP 991.27	
S 21" RCP 990.87	
SE 24" RCP 978.37	
NW 27" RCP 978.17	
STORM CATCH BASIN CB-06	EX RM 989.39
SE 27" RCP 976.81	
N 30" RCP 976.64	
STORM CATCH BASIN CB-07	EX RM 989.53
S 30" RCP 976.51	
N 30" RCP 974.63	
STORM CATCH BASIN CB-08	EX RM 986.78
S 30" RCP 973.26	
N 30" RCP 973.28	
STORM CATCH BASIN CB-09	EX RM 986.97
E 12" RCP 976.19	
S 30" RCP 973.19	
STORM CATCH BASIN CB-21	RM 991.04
W 18" RCP 991.61	
E 18" RCP 991.50	
STORM CATCH BASIN CB-22	RM 991.07
SE 12" RCP 985.27	
STORM CATCH BASIN CB-23	RM 991.12
NW 12" RCP 984.92	
E 12" RCP 984.80	

**NOTES:**  
See sheets UT4 & UT5 for proposed utility easement plan.  
1. See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.  
2. A permit from MHOG is required for sanitary & water main connections.

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

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	02-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP						

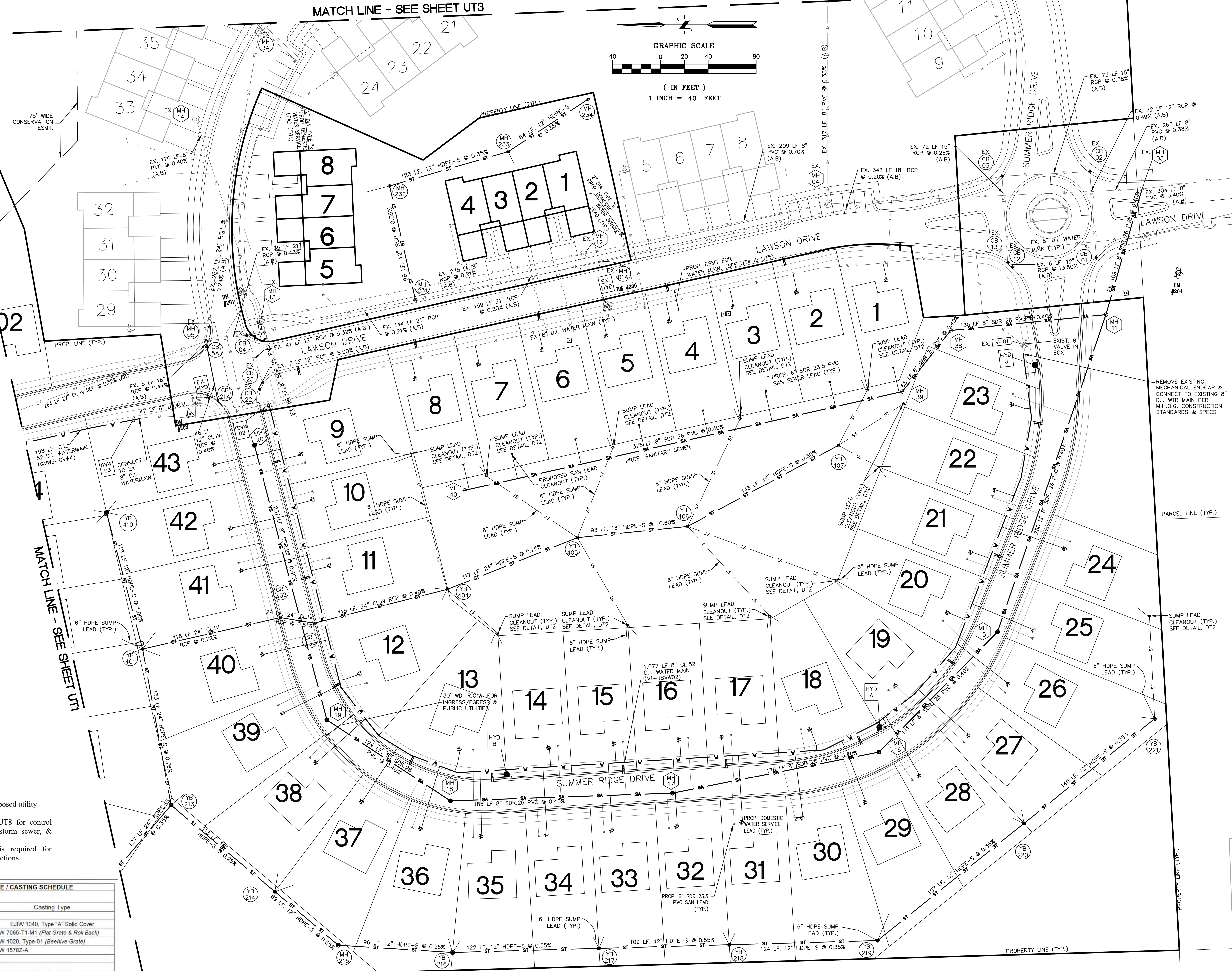
## SUMMERFIELD POINTE PUD

## UTILITY PLAN SOUTH

CLIENT:  
HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE. 100  
MILFORD, MICHIGAN 48381  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: FEB. 14, 2025

## UT2



## LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- EX. EASEMENT LINE
- APPROX. WETLAND LINE
- UTILITY POLE W/GUY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- EXISTING TREE DRIP LINE
- EDGE OF GRAVEL
- CONCRETE CURB (UNLESS OTHERWISE STATED)
- SANITARY SEWER PIPE
- SANITARY SEWER MANHOLE W/IDENTIFIER
- STORM WATER DRAINAGE PIPE
- STORM WATER MANHOLE W/IDENTIFIER
- CATCH BASIN W/IDENTIFIER
- FLARED END SECTION
- WATER MAIN
- HYDRANT
- WATER SHUT OFF
- WATER VALVE
- WATER VALVE BOX
- U/G GAS
- GAS SHUT OFF
- 1' CONTOUR
- 5' CONTOUR
- PROPOSED UNIT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURES
- PROPOSED CURB AND GUTTER

## BENCHMARKS

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

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33+ FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.86 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

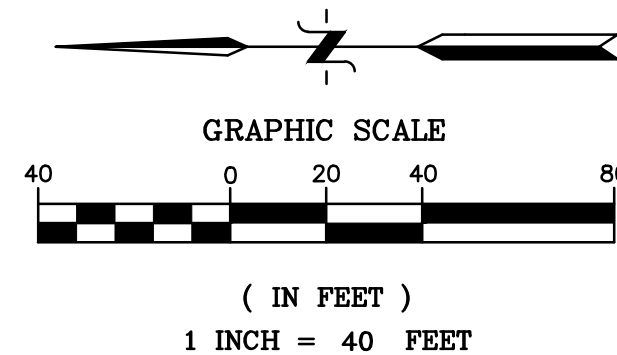
BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37+ FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)



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- LEGEND**
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  - = EX. EASEMENT LINE
  - = APPROX. WETLAND LINE
  - = UTILITY POLE W/GUY WIRE
  - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - = EXISTING TREE DRIP LINE
  - = EDGE OF GRAVEL
  - = CONCRETE CURB (UNLESS OTHERWISE STATED)
  - = SANITARY SEWER PIPE
  - = SANITARY SEWER MANHOLE W/IDENTIFIER
  - = STORM WATER DRAINAGE PIPE
  - = STORM WATER MANHOLE W/IDENTIFIER
  - = CATCH BASIN W/IDENTIFIER
  - = FLARED END SECTION
  - = WATER MAIN
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  - = WATER VALVE BOX
  - = U/G GAS
  - = GAS SHUT OFF
  - = 1' CONTOUR
  - = 5' CONTOUR
  - = PROPOSED UNIT LINE
  - = PROPOSED BUILDING SETBACK
  - = PROPOSED EASEMENT LINE
  - = PROPOSED SANITARY SEWER
  - = PROPOSED SANITARY MANHOLE
  - = PROPOSED WATER MAIN
  - = PROPOSED HYDRANT
  - = PROPOSED WATER VALVE
  - = PROPOSED STORM SEWER
  - = PROPOSED STORM STRUCTURES
  - = PROPOSED CURB AND GUTTER

**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD POINTE," LANSING COUNTY CONDOMINIUM SUBDIVISION PLAN No. 235. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

SOUTH SIDE OF SILVER LEAF DRIVE, 48± FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88) ELEVATION = 992.14 (PLATTED)

**BENCHMARKS**

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88) ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377± FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) ELEVATION = 995.89 (PLATTED)

BENCHMARK #201



**STRUCTURE INVENTORY**

SAN SEWER MH-05  
RM - 990.79  
N 8" PVC - 983.90  
W 8" PVC - 983.94

SAN SEWER MH-06  
RM - 990.92  
NE 8" PVC - 985.12  
S 8" PVC - 985.12

SAN SEWER MH-07  
RM - 991.89  
SE 8" PVC - 986.09

NW 12" RCP - 982.67  
N 21" RCP - 980.02

STORM CATCH BASIN CB-16  
RM - 988.92  
E 12" RCP - 982.07

STORM CATCH BASIN CB-17  
RM - 988.64  
W 12" RCP - 981.74  
S 21" RCP - 979.59  
NW 21" RCP - 979.54

STORM CATCH BASIN CB-21  
RM - 991.04  
W 18" RCP - 981.61  
E 18" RCP - 981.50

STORM CATCH BASIN CB-22  
RM - 991.07

**NOTES:**

- See sheets UT4 & UT5 for proposed utility easement plan.
- See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
- A permit from MHOG is required for sanitary & water main connections.

UNITS 9-12 ALL DOWNSPOUTS, GUTTERS, & SUMP PUMP DISCHARGE PIPES SHALL BE CONNECTED TO ROAD DRAINAGE SYSTEM

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

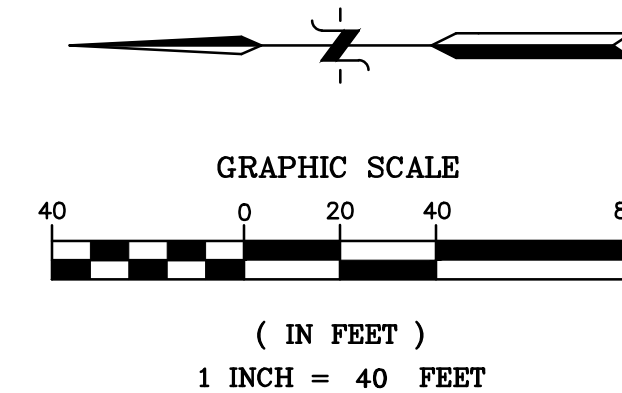
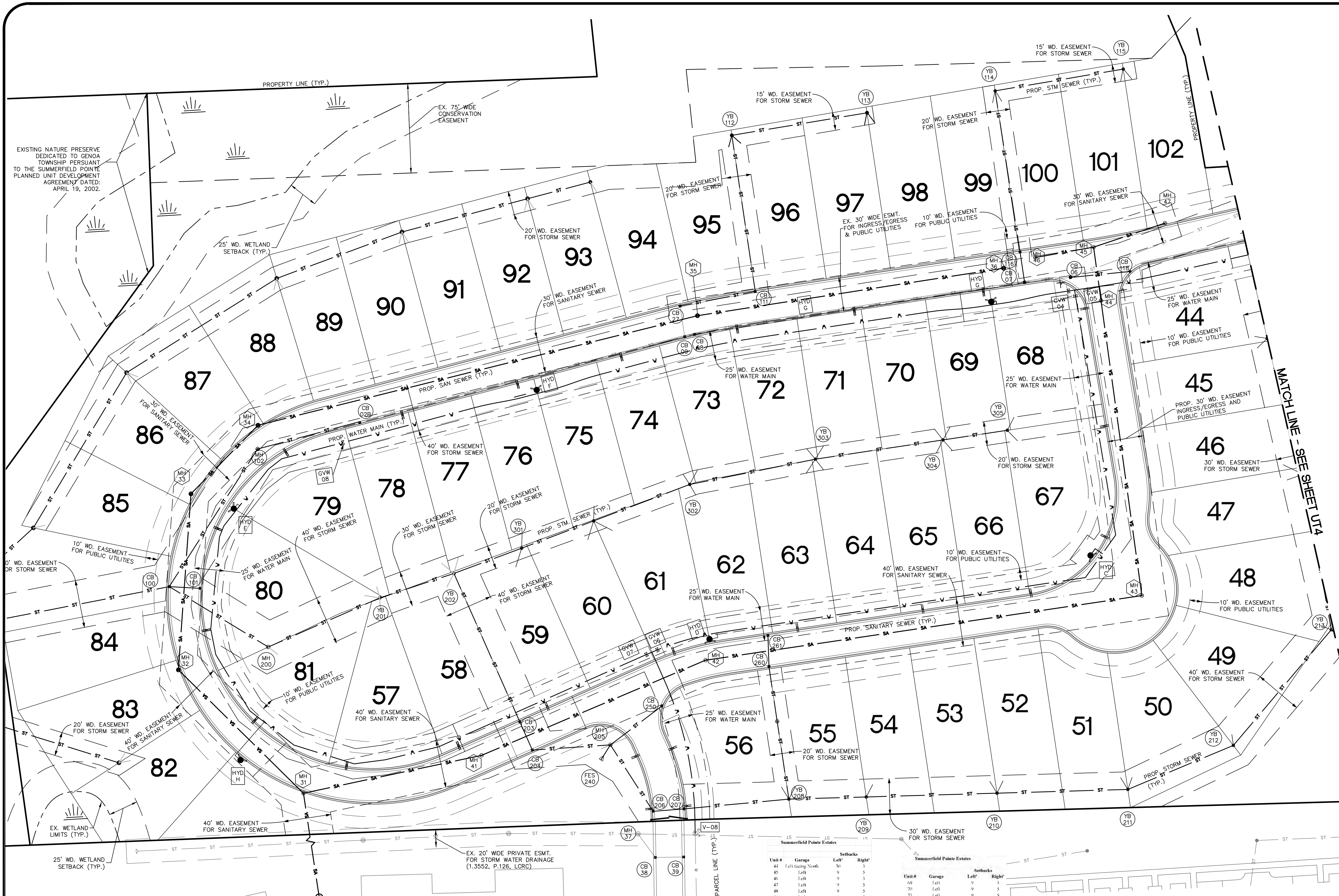
SUMMERFIELD  
POINTE PUD

UTILITY PLAN  
EAST

CLIENT:  
HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE. 100  
MILFORD, MICHIGAN 48381  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159 UT  
ISSUED: FEB. 14, 2025

UT3



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/ GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
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- = WATER MAIN
- = HYDRANT
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- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
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- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER

BENCHMARKS

- BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)
- BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 48± FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)
- BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 377± FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)
- BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 33± FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

NOTES:

- See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
- A permit from MHOG is required for sanitary & water main connections.

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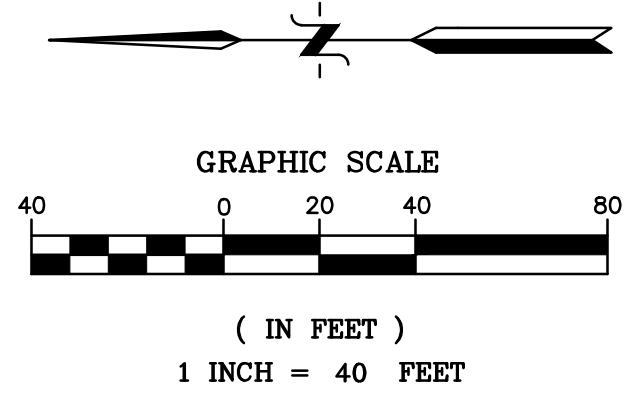
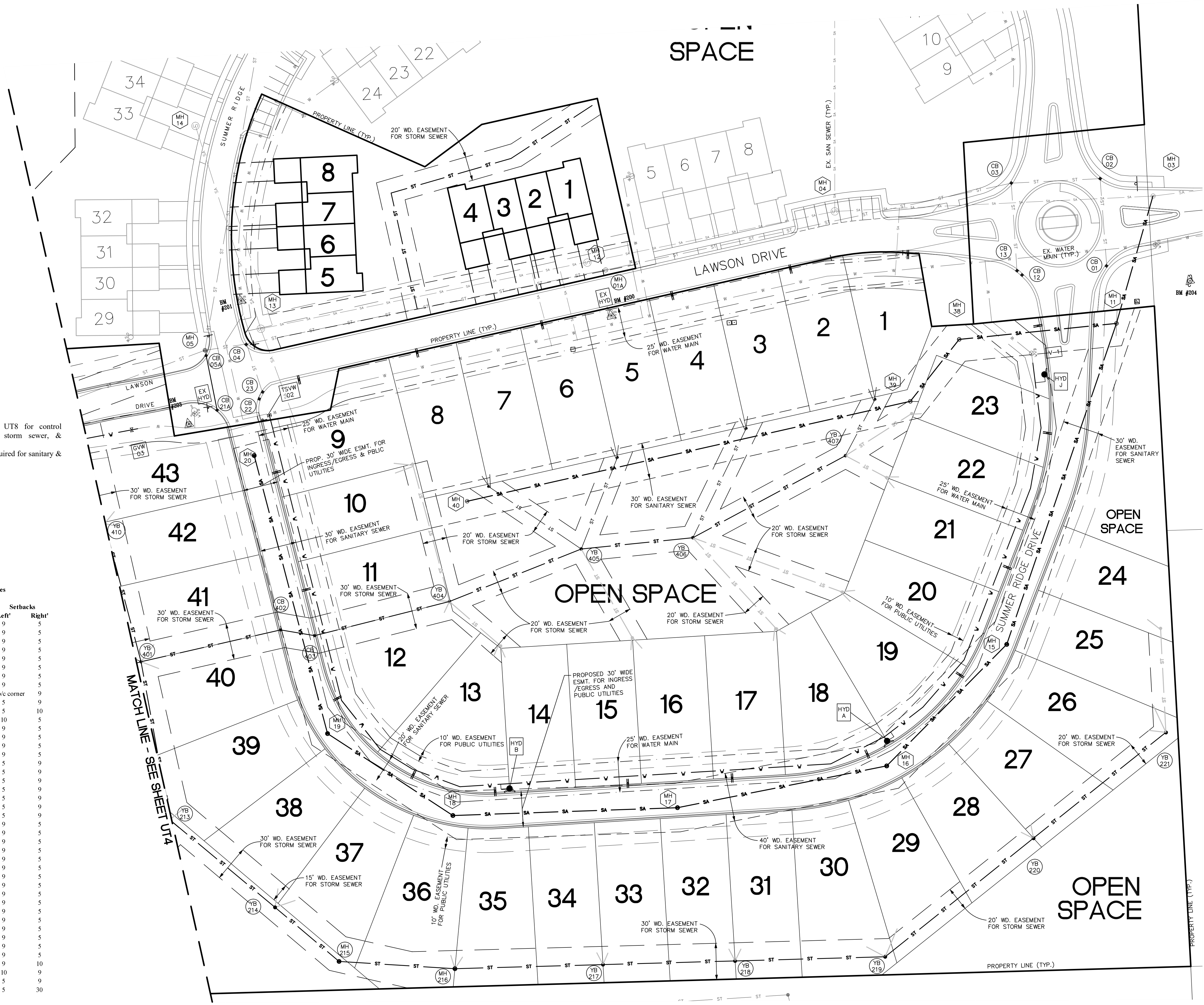
SUMMERFIELD  
POINTE PUD

UTILITY EASEMENT PLAN  
NORTH

CLIENT:  
HEALY HOMES AT SUMMERFIELD LLC  
1100 CORPORATE OFFICE DR., STE. 100  
MILFORD, MICHIGAN 48381  
248-684-1699

SCALE: 1in. = 40ft.  
PROJECT No.: 214159  
DWG NAME: 4159\_UT4-5  
ISSUED: FEB. 14, 2025

UT4



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
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- = HYDRANT
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- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
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- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
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- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER

NOTES:  
1. See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.  
2. A permit from MHOG is required for sanitary & water main connections.

Summerfield Pointe Estates

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

**BENCHMARKS**  
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON RE-PLAT No. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.G.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.  
BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48± FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)  
BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33± FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.83 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)  
BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)  
BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377± FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

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2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS
CHECK: WMP			

SUMMERFIELD  
POINTE PUD

UTILITY EASEMENT PLAN  
SOUTH

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: 1in. = 40ft. PROJECT No.: 214159 DWG NAME: 4159 UT4-5 ISSUED: FEB. 14, 2025
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UT5



SUMMERFIELD POINTE ESTATES PUD  
DETENTION BASIN OVERFLOW SPILLWAY CALCULATION

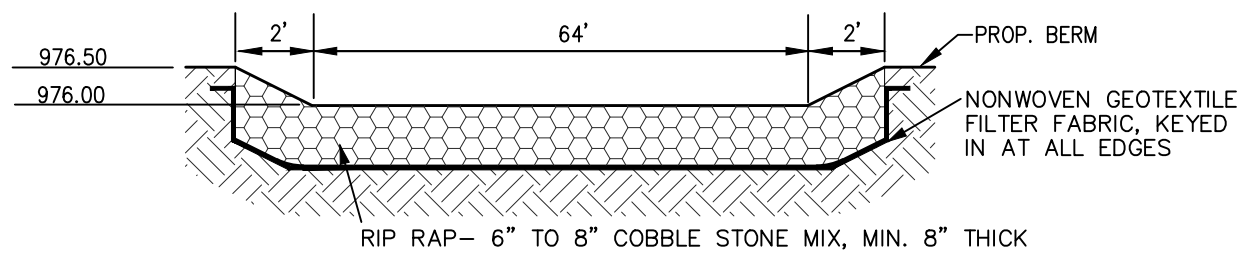
Where:  
 $C = 0.52$   
 $A = 34.48$  Ac  
 $I = 4.19$  in. (100 Yr. Intensity)  
 $Q = 75.38$  cfs (Computed flow per rational method)  
 $H = 0.5$  ft (Spillway Height)  
 $L_{min} = 64$  ft (Required Minimum Spillway cross section width)

Therefore:  
 $L_{min} = 64$  ft.

Spillway Velocity Check (  $V_s \leq 1.50$  fps):

$Q_{100} = 75.38$  cfs  
Spillway  $L = 65.00$  ft  
Spillway  $H = 0.50$  ft  
Side Slope Width  $X = 2.00$  ft  
Spillway Area = 33.50 sf  
Spillway Velocity = 2.25 fps

An overall spillway width of **68 ft** is being proposed for construction.



**EMERGENCY SPILLWAY ELEVATION**  
NOT TO SCALE

SEDIMENT BASIN SPILLWAY CALCULATION

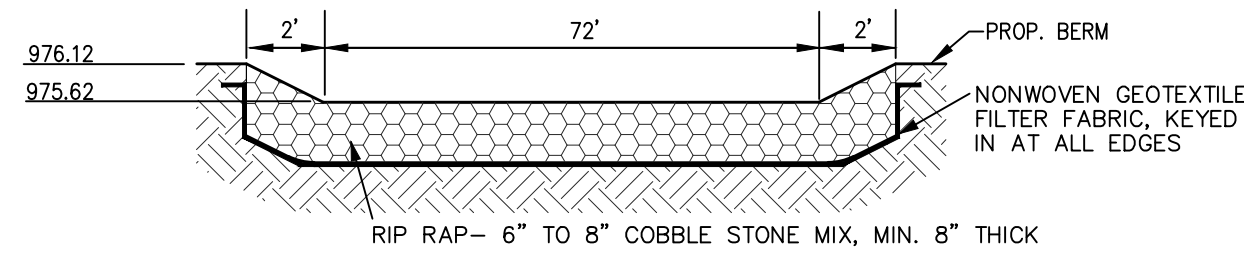
Where:  
 $C = 0.52$   
 $A = 34.48$  Ac  
 $I = 4.69$  in. (10 Yr. Intensity)  
 $Q = 84.41$  cfs (Computed flow per rational method)  
 $H = 0.50$  ft (Spillway Height)  
 $L_{min} = 72$  ft (Required Minimum Spillway cross section width)

Therefore:  
 $L_{min} = 72$  ft.

Spillway Velocity Check (  $V_s \leq 1.50$  fps):

$Q_{100} = 84.41$  cfs  
Spillway  $L = 49.00$  ft  
Spillway  $H = 0.50$  ft  
Side Slope Width  $X = 2.00$  ft  
Spillway Area = 25.50 sf  
Spillway Velocity = 3.31 fps

An overall spillway width of **76 ft** is being proposed for construction.



**FOREBAY SPILLWAY ELEVATION**  
NOT TO SCALE

SUMMERFIELD POINTE ESTATES PUD  
DETENTION VOLUME CALCULATION

Tributary Area (A) = 34.48 Acres  
Compound Runoff Coefficient (C) = 0.52

Water Quality Control Volume: (3.630)(A)(C) = 65,282 cf

Channel Protection Volume: (4.719)(A)(C) = 84,866 cf

Extended Detention Volume: (6.897)(A)(C) = 124,036 cf

Forebay Volume:  
Downstream Infiltration Provided =  $V_{inf} = 65,282$  cf

100 Year Storm Inlet Rate calculation:

$T_i = 24.1$  (from storm sewer calculations)

$Q_{100} = 88.58$  cfs

100 Year Storm Outlet Rate calculation:

Allowed Outlet Rate is lesser of  $Q_{in}$  or restricted release rate for the drain

County Drain Restricted Rate (0.15 cfs/acre) = 5.17 cfs

Variable Release Rate =  $Q_{var} = 12.97$  cfs

ALLOWABLE 100 YEAR OUTLET RATE =  $Q_{all} = 5.17$  cfs

100 Year Required Storm Detention Volume calculation:

Storage Curve Factor = R = 0.63

100 Year Storage Volume  $In = V_{100Y} = 341,426.24$  cf

Calculated 100 Year Storage Volume =  $V_{100Y} = 215,816$  cf

REQUIRED VOLUME:  $V_{required} > V_{all} = 215,816$  cf

Extended Detention Discharge Rate:  $V_{100}/172,800 = 0.718$  cfs

SUMMERFIELD POINTE ESTATES PUD  
PROPOSED FOREBAY VOLUME

POND DEPTH (FT)	ELEV	DETENTION CONTOUR AREA (SF)	DETENTION BASIN VOLUME (CF)	FOREBAY CONTOUR AREA (SF)	FOREBAY BASIN VOLUME (CF)
1.1	967.00	17,287	0	0	0
2.1	970.00	20,282	18,785	0	0
3.0	970.00	23,323	40,549	0	0
3.1	971.00	26,520	65,454	14,142	1,400
4.1	972.00	29,871	93,633	16,507	16,736
5.1	973.00	33,376	125,240	18,994	34,472
6.1	974.00	37,037	160,431	21,666	54,787
7.1	975.00	40,862	198,393	24,537	77,874

Forebay Storage Elevation Calculation:

ELEV	VOLUME	VOLUME REQ	ELEVATION
Lower 974.00	54,787	65,282	974.45
Higher 975.00	77,874		

PROPOSED CHANNEL PROTECTION VOLUME

POND DEPTH (FT)	ELEV	DETENTION CONTOUR AREA (SF)	DETENTION BASIN VOLUME (CF)	FOREBAY CONTOUR AREA (SF)	FOREBAY BASIN VOLUME (CF)	TOTAL STORAGE VOLUME (CF)
1.0	968.00	20,282	18,785	0	0	0
2.0	969.00	23,323	40,549	0	0	0
3.0	970.00	26,520	65,454	0	0	0
4.0	971.00	29,871	93,633	14,142	1,400	1,400
5.0	972.00	33,376	125,240	16,507	16,736	16,736
6.0	973.00	37,037	160,431	18,994	34,472	34,472
7.0	974.00	40,862	198,393	21,666	54,787	54,787
8.0	975.00	44,821	242,181	24,537	77,874	77,874

Channel Protection Storage Elevation Calculation:

ELEV	VOLUME	VOLUME REQ	ELEVATION
Lower 970.00	65,454	84,866	970.69
Higher 971.00	93,633		

PROPOSED DETENTION BASIN VOLUME

POND DEPTH (FT)	ELEV	DETENTION CONTOUR AREA (SF)	DETENTION BASIN VOLUME (CF)	FOREBAY CONTOUR AREA (SF)	FOREBAY BASIN VOLUME (CF)	TOTAL STORAGE VOLUME (CF)
0.2	971.00	29,871	5,803	14,142	2,788	8,692
1.2	972.00	33,376	37,510	16,507	16,118	55,629
2.2	973.00	37,037	72,791	18,994	35,954	109,785
3.2	974.00	40,862	111,630	21,666	56,170	167,800
4.2	975.00	44,821	154,451	24,537	78,296	233,707

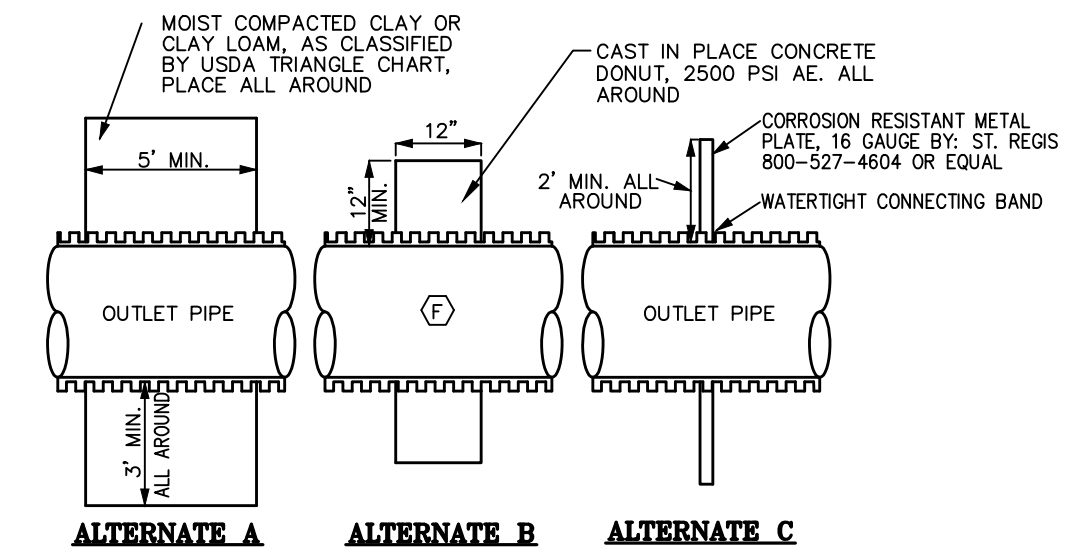
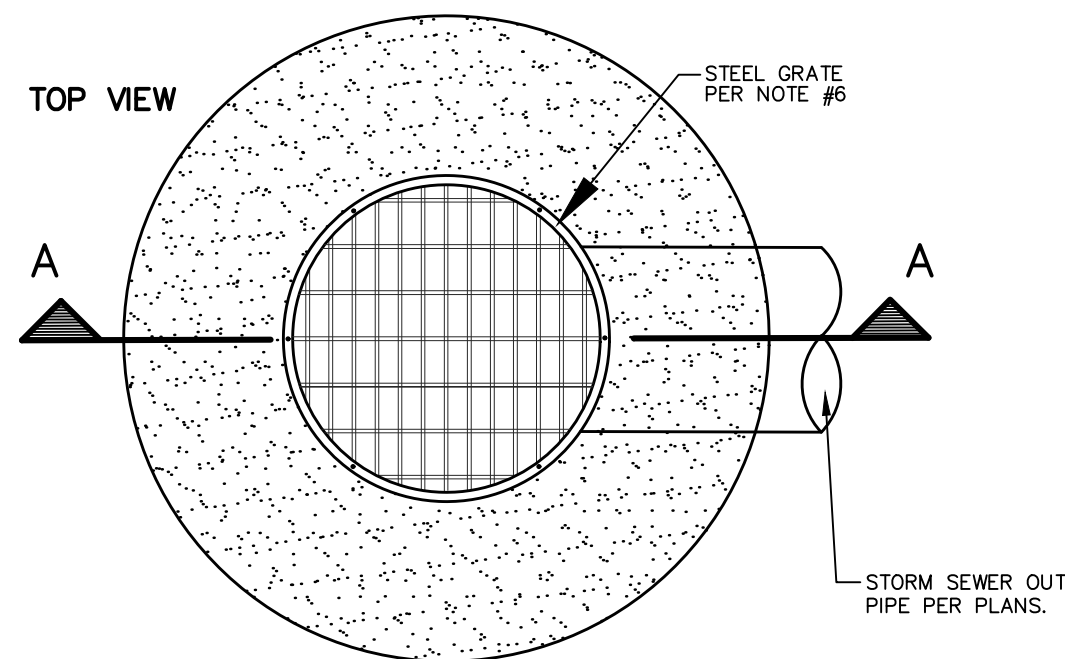
100 Yr. Detention Storage Elevation Calculation:

ELEV	VOLUME	VOLUME REQ	ELEVATION
Lower 974.00	167,809	215,616	974.73
Higher 975.00	233,707		

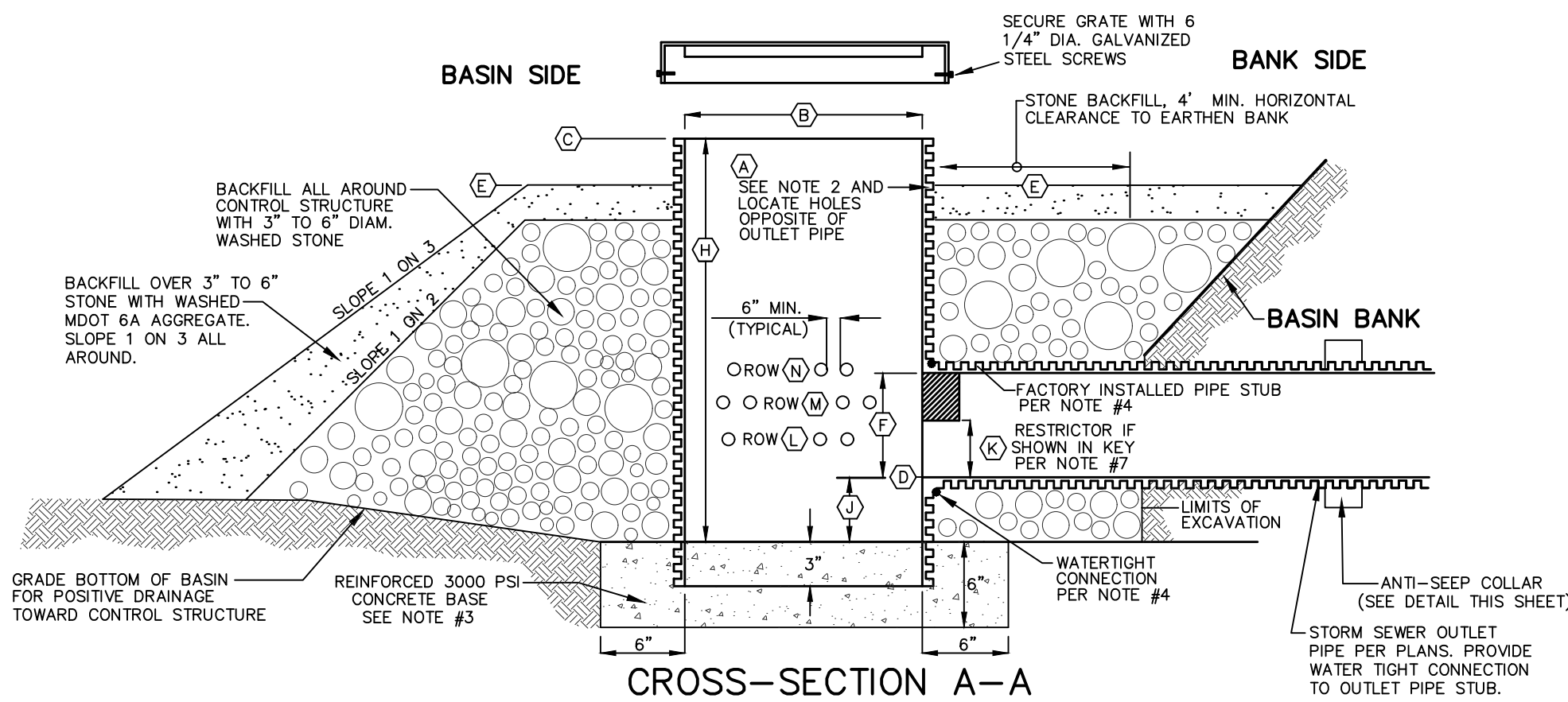
Extended Detention Storage Elevation Calculation:

ELEV	VOLUME	VOLUME REQ	ELEVATION
Lower 973.00	108,555	124,036	973.26
Higher 974.00	167,809		

KEY		
CONTROL STRUCTURE DESIGNATION	CS-90	CS-92
A MATERIAL TYPE - SEE NOTE 2	CMP	CMP
B STRUCTURE INSIDE DIAMETER	5'	4'
C RIM ELEVATION WITHOUT GRATE	974.73	974.45
D INVERT ELEVATION OUTLET PIPE	970.80	970.90
E TOP OF STONE ELEVATION	974.50	974.00
F OUTLET PIPE DIAMETER	15"	36"
G OUTLET PIPE MATERIAL	RCP	HDPE-S
H STRUCTURE HEIGHT WITHOUT GRATE	5.87'	5.55'
J SUMP HEIGHT	2'	2'
K ORIFICE PIPE DIA.	N/A	N/A
L FIRST ROW OF HOLES CENTERLINE ELEVATION	970.86	970.96
HOLE DIAMETER	1.5"	1.5"
NUMBER OF HOLES IN ROW	8	7
M SECOND ROW OF HOLES CENTERLINE ELEVATION	973.37	N/A
HOLE DIAMETER	2.5"	N/A
NUMBER OF HOLES IN ROW	21	N/A



**ANTI SEEP COLLAR**  
NOT TO SCALE

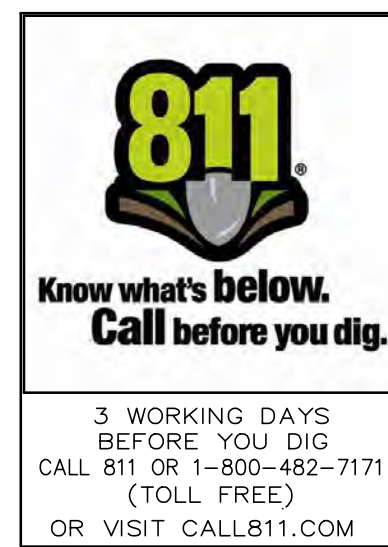


**CONTROL STRUCTURE DETAIL (CS400)**

NOT TO SCALE

**CONTROL STRUCTURE NOTES:**

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



DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	SUMMERFIELD POINTE PUD	DETENTION BASIN "A" CALCULATIONS, NOTES & DETAILS	CLIENT:	SCALE: AS NOTED	UT7
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS						HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.: 214159	
CHECK: WMP									1100 CORPORATE OFFICE DR., STE. 100	DWG NAME: 4159 UT	
									MILFORD, MICHIGAN 48381	ISSUED: FEB. 14, 2025	
									248-684-1699		

Project: Summerfield Pointe PUD  
Location: Genoa Township, Livingston County, MI.  
Design Criteria: 10 year event (I = 1754 + 25)

RCP n= 0.013 HDPE n= 0.010 CPP n= 0.010 CMP n= 0.021

= EXISTING STORM SEWER

From MH# CB#	To MH# CB#	Pipe Material	Area Acres	Equiv Area 1 CA	Total Area 1 CA	T Time Min.	I Inch Per Hour	Q (C/A)	Dia. of pipe inch	Slope pipe %	Slope H.G. %	Length of line ft.	Vel. Flow ft./sec.	Time of flow min.	Cap of pipe c.f.s.	H.G. Elev. upper end	Ground Upper end	Lower end	Invert Elev. Upper end	Lower end	
IL# / FES#	FES#		"A"	"C"	CA			c.f.s.													
> EXISTING & PROPOSED SUMMERFIELD POINTE STORM SEWER SYSTEM																					
1	2	RCP	0.78	0.66	0.52	15.0	4.38	2.26	12	0.49	0.40	72	3.16	0.4	2.48	986.98	990.86	990.81	984.96	984.61	
2	3	RCP	0.05	0.66	0.03	0.55	15.4	4.33	2.38	15	0.38	0.14	73	3.26	0.4	4.00	986.69	990.81	990.88	984.56	984.28
12	13	RCP	0.65	0.67	0.44	0.44	15.0	4.38	1.90	12	13.50	0.29	6	16.66	0.0	13.09	986.79	991.08	991.07	985.88	985.07
13	3	RCP	0.43	0.73	0.32	0.75	15.0	4.37	3.28	15	0.26	0.26	72	2.70	0.4	3.32	986.78	991.07	990.88	984.47	984.28
3	01A	RCP	0.59	0.71	0.42	1.72	15.8	4.29	7.36	18	0.20	0.49	342	4.17	1.4	4.65	986.59	990.88	993.04	984.08	983.41
01A	231	RCP	0.00	0.00	0.00	1.72	17.1	4.15	7.13	21	0.20	0.20	159	2.96	0.9	7.11	983.60	993.04	993.10	981.74	981.42
234	233	HDPE-S	0.13	0.42	0.05	0.05	15.0	4.38	0.24	12	0.35	0.00	64	3.49	0.3	2.74	988.98	993.50	992.50	988.20	987.97
233	232	HDPE-S	0.25	0.42	0.11	0.16	15.3	4.34	0.69	12	0.35	0.02	123	3.49	0.6	2.74	988.47	992.50	992.50	987.87	987.44
232	231	RCP	0.43	0.44	0.19	0.35	15.9	4.28	1.49	12	0.35	0.17	98	2.68	0.6	2.11	988.17	992.50	993.10	987.34	987.00
231	4	RCP	0.00	0.00	0.00	2.06	18.0	4.07	8.39	21	0.21	0.28	144	3.49	0.7	7.23	983.27	993.10	990.92	981.42	981.12
22	23	RCP	0.22	0.68	0.15	0.15	15.0	4.38	0.66	12	5.00	0.03	7	10.14	0.0	7.96	985.92	991.07	991.12	985.27	984.92
23	4	RCP	0.38	0.57	0.22	0.37	15.0	4.37	1.60	12	5.32	0.20	41	10.46	0.1	8.21	983.70	991.12	990.92	981.42	981.12
4	5	RCP	0.60	0.64	0.38	2.81	18.7	4.00	11.26	21	0.43	0.51	35	4.68	0.1	10.37	982.80	990.92	991.40	981.02	980.87
14	15	RCP	1.56	0.57	0.89	0.89	15.0	4.38	3.89	12	0.52	1.19	23	4.95	0.1	2.57	984.02	988.59	988.52	982.79	982.67
15	17	RCP	0.88	0.73	0.64	1.53	15.1	4.37	6.67	21	0.12	0.18	349	2.77	2.1	5.66	983.75	988.52	988.64	980.02	979.59
16	17	RCP	1.22	0.51	0.63	0.63	15.0	4.38	2.75	12	1.43	0.59	23	5.43	0.1	4.27	983.27	988.92	988.64	982.07	981.74
17	3A	RCP	0.79	0.72	0.57	2.72	17.2	4.15	11.30	21	0.18	0.51	267	4.70	0.9	6.79	983.13	988.64	992.50	979.54	979.05
3A	5	RCP	0.42	0.80	0.34	3.06	18.1	4.06	12.42	24	0.24	0.30	262	3.95	1.1	11.09	981.77	992.50	991.40	979.00	978.37
21A	5A	RCP	0.32	0.62	0.20	0.20	15.0	4.38	0.87	12	0.40	0.06	46	2.87	0.3	2.25	986.32	991.30	990.92	985.48	985.29
5A	5	RCP	0.52	0.76	0.39	0.59	15.3	4.35	2.57	18	0.47	0.06	5	4.09	0.0	7.23	982.77	990.92	991.40	981.29	981.27
5	6	RCP	0.00	0.00	0.00	6.47	19.2	3.96	25.58	27	0.52	0.68	264	6.43	0.7	22.33	980.98	991.40	990.87	978.17	978.81
118	6	RCP	0.55	0.62	0.34	0.34	15.0	4.38	1.48	12	0.35	0.17	42	2.68	0.3	2.11	986.57	991.30	990.87	985.65	985.50
6	7	RCP	0.16	0.79	0.13	6.93	19.9	3.90	27.00	30	0.43	0.43	39	5.50	0.1	26.89	979.18	990.87	990.46	976.64	976.51
115	114	HDPE-S	0.25	0.42	0.11	0.11	15.0	4.38	0.46	12	1.00	0.02	109	5.90	0.3	4.63	986.51	990.80	989.50	986.58	985.49
114	116	RCP	0.30	0.40	0.12	0.23	15.3	4.34	0.98	12	1.00	0.08	137	4.53	0.5	3.56	985.12	989.50	990.46	985.39	984.02
116	7	RCP	0.28	0.62	0.17	0.40	15.8	4.29	1.71	12	1.00	0.23	25	4.53	0.1	3.56	984.73	990.46	990.46	983.92	983.67
7	8	RCP	0.04	0.75	0.03	7.36	20.0	3.89	28.86	30	0.49	0.49	280	5.85	0.8	28.70	977.54	990.46	988.05	974.63	973.26
8	9	RCP	0.32	0.62	0.20	7.56	20.8	3.82	28.86	30	0.87	0.50	8	7.81	0.0	38.35	976.18	988.05	988.02	973.26	973.19
113	112	HDPE-S	0.28	0.41	0.11	0.11	15.0	4.38	0.50	12	0.35	0.01	115	3.49	0.5	2.74	984.83	988.50	988.50	984.22	983.81
112	111	RCP	0.31	0.40	0.12	0.24	15.5	4.32	1.02	12	0.35	0.08	133	2.68	0.8	2.11	984.36	988.50	988.34	983.71	983.25
111	110	RCP	0.24	0.65	0.16	0.39	16.4	4.23	1.66	12	0.60	0.22	64	3.51	0.3	2.76	983.90	988.34	988.02	983.15	982.77
110	9	RCP	0.32	0.73	0.23	0.63	16.7	4.20	2.63	12	1.50	0.55	25	5.55	0.1	4.36	983.43	988.02	988.02	982.67	982.29
9	2B	RCP	0.26	0.62	0.16	8.35	20.8	3.82	31.86	36	0.24	0.23	282	4.67	1.0	32.98	976.14	988.02	988.02	973.19	972.50
2B	102	RCP	0.08	0.60	0.05	8.39	21.9	3.74	31.35	36	0.25	0.22	88	4.75	0.3	33.60	975.38	989.14	988.59	972.30	972.08
102	100	RCP	0.00	0.00	0.00	8.39	22.2	3.71	31.15	42	0.12	0.10	137	3.62	0.6	34.84	975.19	988.59	987.11	971.68	971.51
221	220	HDPE-S	0.44	0.40	0.18	0.18	15.0	4.38	0.77	12	0.35	0.03	140	3.49	0.7	2.74	990.48	994.50	995.00	989.93	989.44
220	219	HDPE-S	0.60	0.35	0.21	0.39	15.7	4.30	1.67	12	0.35	0.13	157	3.49	0.8	2.74	990.00	995.00	995.00	989.34	988.79
219	218	HDPE-S	0.37	0.38	0.14	0.53	16.4	4.23	2.23	12	0.35	0.23	124	3.49	0.6	2.74	989.55	995.00	995.00	988.69	988.26
218	217	HDPE-S	0.27	0.41	0.11	0.64	17.0	4.17	2.66	12	0.55	0.33	109	4.37	0.4	3.43	988.92	995.00	995.00	988.16	987.56
217	216	HDPE-S	0.24	0.43	0.10	0.74	17.4	4.12	3.06	12	0.55	0.44	122	4.37	0.5	3.43	988.32	995.00	995.00	987.45	986.79
216	215	HDPE-S	0.00	0.00	0.00	0.74	17.9	4.08	3.02	12	0.55	0.43	96	4.37	0.4	3.43	987.57	995.00	995.00	986.69	986.16
215	214	HDPE-S	0.00	0.00	0.00	0.74	18.3	4.05	3.00	12	0.55	0.42	69	4.37	0.3	3.43	986.97	995.00	994.50	986.06	985.68
214	213	HDPE-S	0.51	0.40	0.20	0.94	18.5	4.02	3.80	18	0.25	0.08	113	3.86	0.5	6.83	986.59	994.50	992.50	985.28	985.00
511	510	HDPE-S	0.06	0.80	0.05	0.05	15.0	4.38	0.21	12	1.00	0.00	130	5.90	0.4	4.63	973.00	978.00	972.00	973.30	972.00
506	505	HDPE-S	0.19	0.38	0.07	0.07	15.0	4.38	0.32	12	2.80	0.00	55	9.86	0.1	7.75	981.54	985.00	985.00	982.08	980.54
505	504	HDPE-S	0.08	0.80	0.05	0.12	15.1	4.36	0.52	12	2.80	0.01	109	9.86	0.2	7.75	984.40	985.00	977.00	976.44	973.39
504	503	HDPE-S	0.06	0.80	0.05	0.17	15.3	4.34	0.73	12	0.20	0.02	112	2.64	0.7	2.07	974.09	977.00	977.00	973.29	973.06
503	502	HDPE-S	0.06	0.80	0.05	0.22	16.0	4.27	0.92	12	0.20	0.04	149	2.64	0.9	2.07	973.72	977.00	977.00	972.96	972.66
502	501	HDPE-S	0.06	0.80	0.05	0.26	16.9	4.17	1.10	12	0.20	0.06	152	2.64	1.0	2.07	973.35	977.00	981.00	972.56	972.26
501	500	HDPE-S	0.03	0.80	0.02	0.29	17.9	4.08	1.18	12	0.20	0.06	80	2.64	0.5	2.07	973.05	981.00	972.00	972.16	972.00
410	401	HDPE-S	0.44	0.45	0.20	0.20	15.0	4.38	0.86	12	1.00	0.03	118	5.90	0.3	4.63	987.50	992.20	992.20	987.64	986.46
407	406	HDPE-S	1.19	0.41	0.49	0.49	15.0	4.38	2.13	18	0.30	0.02	143	4.23	0.6	7.48	987.91</				

EXISTING UTILITY STRUCTURE INVENTORY

SANITARY SEWER MANHOLE #01  
RIM 986.49  
NORTH 6" SDR 978.69  
SOUTH 6" SDR 978.64

END SECTION #15 (TO BE REMOVED)  
24" RCP 980.11

INLET #16 (TO BE REMOVED)  
12" CMP 979.06

SANITARY SEWER MANHOLE # 02  
EXIST. RIM 984.51  
PROP. RIM 986.00  
NORTH 6" SDR 976.91  
SOUTH 6" SDR 976.81

END SECTION #17  
12" CMP 978.40

INLET #18  
12" RCP 977.46

SANITARY SEWER MANHOLE #03  
EXIST. RIM 985.52  
NORTH 8" SDR 975.77  
NORTHWEST 8" SDR 974.67  
SOUTHEAST 8" SDR 974.72

STORM MANHOLE #19  
RIM 981.83  
NORTH 12" RCP "NOT FIELD VERIFIED"  
NORTHWEST 12" RCP 976.08  
SOUTHWEST 12" RCP 974.88  
SOUTHEAST 18" RCP 974.78

YARD BASIN #04  
EXIST. RIM 983.87  
PROP. RIM 985.00  
NORTHWEST 24" RCP 980.24  
SOUTHEAST 24" RCP 980.37

NOTED: EXISTING NORTH 12" RCP RASCTRICTED BY TWO (2) DRIVICES LOCATED IN CONCRETE CROUT.

SANITARY SEWER MANHOLE #05  
RIM 988.79  
NORTHWEST 8" PVC 976.19  
SOUTHEAST 8" PVC 975.99

STORM MANHOLE #20  
RIM 977.66  
SOUTHWEST 6" CPP 975.51  
NORTHWEST 18" RCP 974.81  
SOUTHEAST 18" RCP 974.51

CATCH BASIN #06  
RIM 992.07  
NORTH 24" RCP 987.47  
NORTHWEST 24" RCP 987.37  
SOUTHEAST 24" RCP 987.17

CATCH BASIN #21  
RIM 980.52  
NORTH 6" CPP 977.97  
SOUTHEAST 12" RCP 976.17

SANITARY SEWER MANHOLE #07  
RIM 992.21  
NORTH 6" PVC 985.31  
NORTHWEST 8" PVC 978.56  
SOUTHEAST 8" PVC 978.61

INLET #22  
15" CMP 984.95

OUTLET #23  
15" CMP 984.83

STORM MANHOLE #08  
RIM 992.63  
NORTHEAST 12" RCP 988.53  
SOUTHWEST 8" SDR 988.43  
NORTHWEST 24" RCP 988.33  
SOUTHEAST 24" RCP 988.28

INLET #24  
18" RCP 985.99

INLET #25  
12" CMP 985.49

CATCH BASIN #09  
RIM 988.13  
NORTHWEST 12" RCP 984.53  
EAST 15" RCP 984.43

OUTLET #26  
12" CMP 985.31

OUTLET #27  
12" CMP 984.74

CATCH BASIN #10  
RIM 987.50  
SOUTHEAST 12" RCP 985.90

INLET #29  
12" CMP 985.60

END SECTION #11  
12" RCP 983.80

OUTLET #30  
12" CMP 985.39

CATCH BASIN #12  
RIM 988.75  
NORTHWEST 24" RCP 984.25  
SOUTHEAST 24" RCP 984.15

OUTLET #31  
15" CMP 985.24

INLET #32  
15" CMP 985.54

STORM MANHOLE #13  
RIM 987.45  
NORTH 12" RCP 983.20  
NORTHWEST 24" RCP 982.00  
SOUTHEAST 24" RCP 981.85

OUTLET #33  
15" CMP 985.52

INLET #34  
15" CMP 985.73

CATCH BASIN #14  
RIM 985.24  
NORTHWEST 24" RCP 981.14  
SOUTHEAST 24" RCP 980.89  
(REPLACE CASTING)

OUTLET #35  
15" CMP 985.48

INLET #36  
12" CMP 986.43

SAN SEWER MH--03  
RIM 991.83  
N 8" PVC 981.48  
W 8" PVC 981.48  
S 8" PVC 981.43

SAN SEWER MH--04  
RIM 992.58  
N 8" PVC 982.58  
E 8" PVC 982.68  
S 8" PVC 982.48

SAN SEWER MH--05  
RIM 990.79  
N 8" PVC 983.90  
W 8" PVC 983.94

SAN SEWER MH--06  
RIM 990.92  
NE 8" PVC 985.12  
S 8" PVC 985.12

SAN SEWER MH--07  
RIM 991.89  
SE 8" PVC 986.09

SAN SEWER MH--13  
RIM 992.07  
NE 8" PVC 984.72  
SE 8" PVC 984.69  
S 8" PVC 984.72

SAN SEWER MH--12  
RIM 993.95  
N 8" PVC 984.15  
S 8" PVC 984.05

SAN SEWER MH--14  
RIM 993.67  
SE 8" PVC 985.42

SAN SEWER MH #20640 (OFFSITE)  
RIM 989.00  
W 8" PVC 971.30

STORM CATCH BASIN CB--01  
RIM 990.86  
E 12" RCP 984.96

STORM MANHOLE MH--01A  
RIM 993.04  
S 18"RCP 983.41  
N 21"RCP 981.74

FLARED END SECTION FES--100B  
S 36" RCP 970.35

STORM CATCH BASIN CB--02  
RIM 990.81  
W 12" RCP 984.61  
N 15" RCP 984.56

STORM MANHOLE MH--02B  
RIM 987.40  
SE 36" RCP 972.50  
NW 36" RCP 972.30

STORM CATCH BASIN CB--03  
RIM 990.88  
W 15" RCP 984.28  
S 15" RCP 984.28  
N 18" RCP 984.08

STORM MANHOLE #03A  
RIM 992.50  
SE 21" RCP 979.05  
NW 24" RCP 979.00

STORM CATCH BASIN CB--04  
RIM 990.92  
SW 12"RCP 982.62  
S 21"RCP 981.12  
NW 21"RCP 981.02

STORM CATCH BASIN CB--05  
RIM 990.97  
W 18"RCP 981.27  
S 21" RCP 980.87  
SE 24" RCP 978.37  
NW 27" RCP 978.17

STORM CATCH BASIN CB--06  
EX. RIM 989.39  
SE 27" RCP 976.81  
N 30" RCP 976.64

STORM CATCH BASIN CB--07  
EX. RIM 989.53  
S 30" RCP 976.51  
N 30" RCP 974.63

STORM CATCH BASIN CB--08  
EX. RIM 986.78  
S 30" RCP 973.26  
N 30" RCP 973.26

STORM CATCH BASIN CB--09  
EX. RIM 986.97  
E 12" RCP 978.19  
S 30" RCP 973.19  
N 36" RCP 973.19

STORM CATCH BASIN CB--10  
RIM 985.12  
SE 36" RCP 970.69  
N 36" RCP 970.59

STORM CATCH BASIN CB--11  
RIM 985.33  
S 36" RCP 970.53  
NW 36" RCP 970.53

STORM CATCH BASIN CB--12  
RIM 991.08  
W 12" RCP 985.88

STORM CATCH BASIN CB--13  
RIM 991.07  
SW 12" RCP 985.07  
W 12" RCP 984.52  
E 15" RCP 984.47

STORM CATCH BASIN CB--14  
RIM 988.59  
SE 12" RCP 982.79

STORM CATCH BASIN CB--15  
RIM 988.62  
NW 12" RCP 982.67  
12" W. 983.71  
N 21" RCP 980.02

STORM CATCH BASIN CB--16  
RIM 988.92  
E 12" RCP 982.07

STORM CATCH BASIN CB--17  
RIM 988.64  
W 12"RCP 981.74  
S 21"RCP 979.59  
NW 21"RCP 979.54

STORM CATCH BASIN CB--21  
RIM 991.04  
W 18" RCP 981.61  
E 18" RCP 981.50

STORM CATCH BASIN CB--22  
RIM 991.07  
SE 12" RCP 985.27

STORM CATCH BASIN CB--23  
RIM 990.80  
NW 12" RCP 984.92  
E 12" RCP 984.80

STORM CATCH BASIN CB--27  
RIM 986.36  
W 12" RCP 978.90

STORM MANHOLE MH--37  
RIM 984.31  
N 24" RCP 979.36  
SW 12" RCP 980.56

STORM CATCH BASIN CB--38  
RIM 985.74  
NE 12" RCP 981.14  
S 12" RCP 981.04

STORM CATCH BASIN CB--39  
RIM 985.74  
N 12" RCP 981.44

STORM CATCHBASIN CB--100  
N. 8817.21, E. 3157.32  
6" DIA.  
RIM 987.11  
12" S. 982.17  
42" SE. 971.51  
42" SW. 971.51  
48" N. 971.09  
SUMP 969.09

STORM CATCHBASIN CB--101  
N. 8792.25, E. 3155.91  
2" DIA.  
RIM 987.11  
12" N. 982.42  
SUMP 980.42

STORM MANHOLE MH--102  
N. 8743.54, E. 3272.82  
6" DIA.  
RIM 988.59  
36" SW. 974.44  
36" NW. 974.34  
42" NW. 971.68

STORM CATCHBASIN CB--110  
N. 8388.97, E. 3292.16  
4" DIA.  
RIM 988.02  
12" S. 982.77  
12" W. 982.67  
SUMP 980.67

STORM CATCHBASIN CB--111  
N. 8325.94, E. 3404.45  
4" DIA.  
RIM 988.34  
12" E. 983.25  
12" N. 983.15  
SUMP 981.15

STORM YARD BASIN YB--112  
N. 8345.67, E. 3536.03  
4" DIA.  
RIM 988.50  
12" S. 983.81  
12" W. 983.71  
SUMP 981.71

STORM YARD BASIN YB--113  
N. 8232.22, E. 3591.62  
4" DIA.  
RIM 988.50  
12" N. 984.22  
SUMP 982.22

STORM YARD BASIN YB--114  
N. 8124.76, E. 3573.34  
4" DIA.  
RIM 989.50  
12" S. 985.49  
12" W. 985.39  
SUMP 983.39

STORM YARD BASIN YB--115  
N. 8017.28, E. 3591.62  
2" DIA.  
RIM 990.80  
12" N. 986.58  
SUMP 984.58

STORM CATCHBASIN CB--116  
N. 8103.18, E. 3437.85  
4" DIA.  
RIM 990.46  
12" E. 984.02  
12" W. 983.92  
SUMP 981.92

STORM CATCH BASIN CB--118  
N. 8012.76, E. 3421.70  
2" DIA.  
RIM 991.30  
12" N. 985.65  
SUMP 983.65

PROPOSED UTILITY STRUCTURE INVENTORY

STORM MANHOLE MH--200  
N. 8734.64, E. 3106.66  
6" DIA.  
RIM 989.20  
36" SE. 973.61  
42" NE. 971.85

STORM YARD BASIN YB--201  
N. 8641.06, E. 3147.88  
5" DIA.  
RIM 984.50  
36" SE. 974.25  
36" NW. 973.77  
SUMP 971.77

STORM YARD BASIN YB--202  
N. 8578.85, E. 3168.41  
5" DIA.  
RIM 984.50  
12" SE. 977.46  
36" SW. 974.44  
36" NW. 974.34  
SUMP 972.34

STORM CATCHBASIN CB--203  
N. 8523.57, E. 3043.90  
5" DIA.  
RIM 986.06  
36" SW. 975.90  
36" NE. 974.63  
18" NE. 985.28  
SUMP 972.65

STORM CATCHBASIN CB--204  
N. 8513.03, E. 3020.13  
5" DIA.  
RIM 986.06  
36" S. 976.02  
36" NE. 975.92  
SUMP 973.92

STORM MANHOLE MH--205  
N. 8450.18, E. 3028.36  
5" DIA.  
RIM 986.00  
12" SE. 979.69  
12" NW. 978.82  
36" SW. 976.19  
36" N. 976.09

STORM CATCHBASIN CB--250  
N. 8404.62, E. 3059.22  
2" DIA.  
RIM 987.18  
12" N. 980.23  
SUMP 978.23

STORM CATCHBASIN CB--206  
N. 8411.73, E. 2968.82  
5" DIA.  
RIM 985.73  
36" S. 976.36  
36" NE. 976.26  
SUMP 974.26

STORM CATCHBASIN CB--207  
N. 8385.80, E. 2970.80  
5" DIA.  
RIM 985.73  
36" S. 976.48  
36" N. 976.38  
SUMP 974.38

STORM YARD BASIN YB--208  
N. 8297.02, E. 2973.51  
5" DIA.  
RIM 984.50  
12" E. 980.13  
24" S. 978.41  
36" N. 976.57  
SUMP 974.57

STORM YARD BASIN YB--209  
N. 8232.10, E. 2975.48  
4" DIA.  
RIM 984.50  
24" S. 978.74  
24" N. 978.64  
SUMP 976.64

STORM YARD BASIN YB--210  
N. 8122.35, E. 2978.66  
4" DIA.  
RIM 987.30  
24" S. 979.22  
24" N. 979.12  
SUMP 977.12

STORM YARD BASIN YB--211  
N. 8307.62, E. 2982.83  
4" DIA.  
RIM 989.80  
24" SE. 979.71  
24" N. 979.61  
SUMP 977.61

STORM YARD BASIN YB--212  
N. 7924.87, E. 3024.08  
4" DIA.  
RIM 989.10  
12" E. 981.81  
12" W. 981.71  
24" NW. 980.04  
SUMP 978.04

STORM YARD BASIN YB--213  
N. 7842.66, E. 3121.16  
4" DIA.  
RIM 989.15  
12" W. 984.07  
SUMP 982.07

STORM YARD BASIN YB--214  
N. 7755.72, E. 3048.80  
4" DIA.  
RIM 994.50  
12" SW. 985.68  
18" NE. 985.28  
SUMP 983.28

STORM MANHOLE MH--216  
N. 7607.27, E. 2998.17  
4" DIA.  
RIM 997.00  
12" S. 896.79  
12" N. 986.69

STORM YARD BASIN YB--217  
N. 7485.08, E. 3001.56  
4" DIA.  
RIM 995.80  
12" S. 987.56  
12" N. 987.46  
SUMP 985.46

STORM YARD BASIN YB--218  
N. 7376.06, E. 3004.59  
4" DIA.  
RIM 995.00  
12" SE. 988.79  
12" N. 988.69  
SUMP 986.69

STORM YARD BASIN YB--219  
N. 7252.19, E. 3008.04  
4" DIA.  
RIM 995.00  
12" SE. 989.44  
12" NW. 989.34  
SUMP 987.34

STORM YARD BASIN YB--220  
N. 7129.79, E. 3105.92  
4" DIA.  
RIM 995.00  
12" NW. 980.13  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--221  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--222  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--223  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--224  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--225  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--226  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--227  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--228  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--229  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--230  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--231  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--232  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--233  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--234  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--235  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--236  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--237  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM YARD BASIN YB--238  
N. 7020.54, E. 3191.30  
2" DIA.  
RIM 994.50  
12" NW. 989.93  
SUMP 987.93

STORM MANHOLE MH--259  
N. 8307.62, E. 3044.31  
4" DIA.  
RIM 988.20  
12" E. 983.19  
12" W. 980.79

STORM CATCHBAIN CB--260  
N. 8314.51, E. 3090.27  
4" DIA.  
RIM 989.10  
12" E. 981.81  
12" W. 981.71  
SUMP 979.71

STORM CATCHBASIN CB--261  
N. 8315.39, E. 3116.43  
2" DIA.  
RIM 989.15  
12" W. 984.07  
SUMP 982.07

STORM MANHOLE MH--231  
N. 7638.91 E. 3542.97  
4" DIA.  
RIM 993.10  
12" E. 987.00  
21" S. 981.42  
21" N. 981.42

STORM YARDBASIN, YB--232  
N. 7659.95 E. 3638.55  
4" DIA.  
RIM 992.50  
12" S. 987.44  
12" W. 987.34  
SUMP 985.34

STORM YARDBASIN, YB--233  
N. 7560.98 E. 3667.10  
4" DIA.  
RIM 992.50  
12" S. 987.97  
12" N. 987.87  
12" N. 986.69

STORM YARDBASIN, YB--234  
N. 7494.05 E. 3710.82  
2" DIA.  
RIM 993.50  
12" N. 988.20  
SUMP 986.20

STORM CATCHBASIN CB--5A  
N. 7812.60 E. 3504.36  
4" DIA.  
RIM 990.92  
12" W. 985.29  
18" E. 985.29  
SUMP 983.29

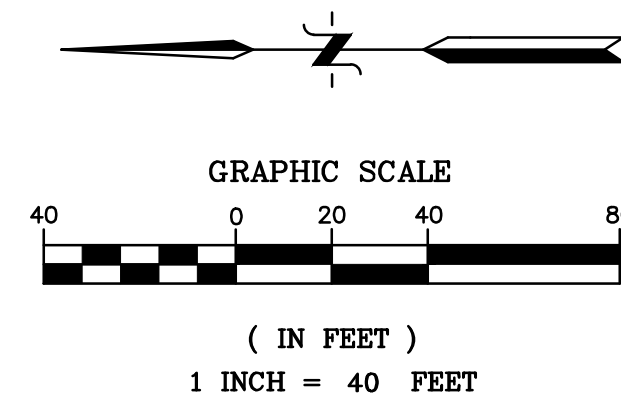
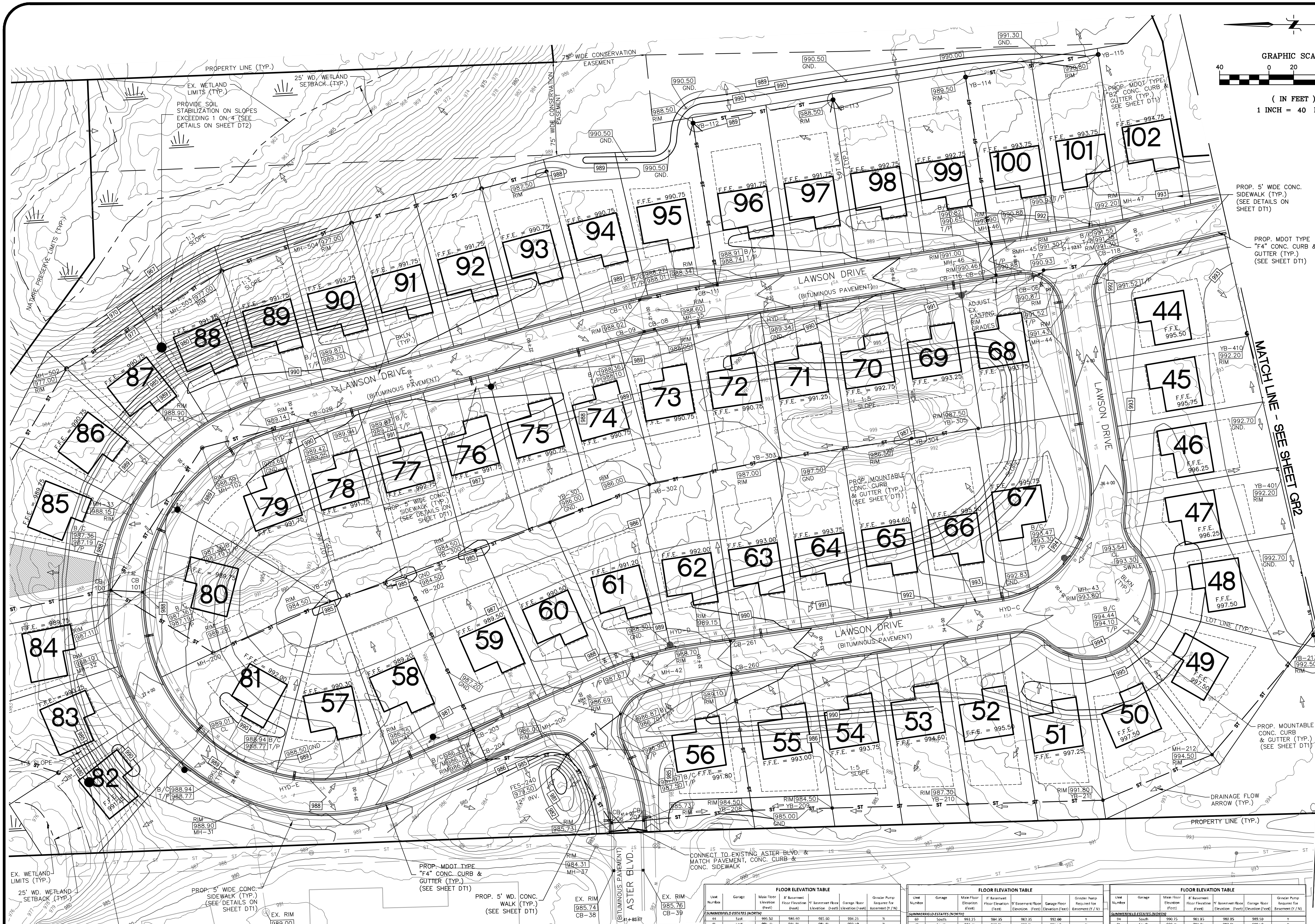
STORM YARD BASIN YB--300  
N. 8522.08, E. 3189.54  
4" DIA.  
RIM 984.50  
12" SE. 979.74  
12" NW. 978.06  
SUMP 976.06

STORM YARD BASIN YB--301  
N. 8461.64, E. 3212.47  
4" DIA.  
RIM 986.00  
12" SE. 980.23  
12" NW. 980.13  
SUMP 978.13

STORM YARD BASIN YB--302  
N. 8381.08, E. 3243.05  
4" DIA.  
RIM 986.00  
12" S. 980.85  
12" NW. 980.75  
SUMP 978.75

STORM YARD BASIN YB--303  
N. 8275.56, E. 3264.28  
4" DIA.  
RIM 987.00  
12" S. 981.38  
12" N. 981.28  
SUMP 979.28

STORM YARD BASIN YB--304  
N. 8114.51, E. 3288.52  
2" DIA.  
RIM 987.50  
12" N. 982.46  
SUMP



# LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED CONCRETE WALK
- = PROPOSED 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED DRAINAGE FLOW ARROW

## BENCHMARKS

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

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 484 FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #202  
SPRINKLER IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE, AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 332 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

BENCHMARK #204 (PRIMARY)  
SPRINKLER IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE, AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #205  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 332 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.88 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

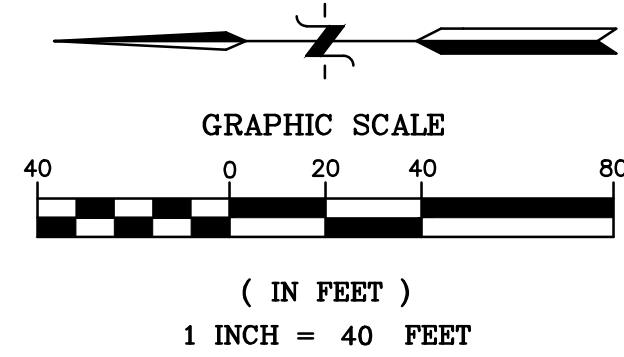
## NOTES:

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

FLOOR ELEVATION TABLE					
Unit Number	Garage	Main Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)
44	East	991.50	981.50	981.50	981.50
45	East	991.50	981.50	981.50	981.50
46	East	991.50	981.50	981.50	981.50
47	East	991.50	981.50	981.50	981.50
48	East	991.50	981.50	981.50	981.50
49	East	991.50	981.50	981.50	981.50
50	East	991.50	981.50	981.50	981.50
51	East	991.50	981.50	981.50	981.50
52	East	991.50	981.50	981.50	981.50
53	East	991.50	981.50	981.50	981.50
54	East	991.50	981.50	981.50	981.50
55	East	991.50	981.50	981.50	981.50
56	East	991.50	981.50	981.50	981.50
57	East	991.50	981.50	981.50	981.50
58	East	991.50	981.50	981.50	981.50
59	East	991.50	981.50	981.50	981.50
60	East	991.50	981.50	981.50	981.50
61	East	991.50	981.50	981.50	981.50
62	East	991.50	981.50	981.50	981.50
63	East	991.50	981.50	981.50	981.50
64	East	991.50	981.50	981.50	981.50
65	East	991.50	981.50	981.50	981.50
66	East	991.50	981.50	981.50	981.50
67	East	991.50	981.50	981.50	981.50
68	East	991.50	981.50	981.50	981.50
69	East	991.50	981.50	981.50	981.50
70	East	991.50	981.50	981.50	981.50
71	East	991.50	981.50	981.50	981.50
72	East	991.50	981.50	981.50	981.50
73	East	991.50	981.50	981.50	981.50
74	East	991.50	981.50	981.50	981.50
75	East	991.50	981.50	981.50	981.50
76	East	991.50	981.50	981.50	981.50
77	East	991.50	981.50	981.50	981.50
78	East	991.50	981.50	981.50	981.50
79	East	991.50	981.50	981.50	981.50
80	East	991.50	981.50	981.50	981.50
81	East	991.50	981.50	981.50	981.50
82	East	991.50	981.50	981.50	981.50
83	East	991.50	981.50	981.50	981.50
84	East	991.50	981.50	981.50	981.50
85	East	991.50	981.50	981.50	981.50
86	East	991.50	981.50	981.50	981.50
87	East	991.50	981.50	981.50	981.50
88	East	991.50	981.50	981.50	981.50
89	East	991.50	981.50	981.50	981.50
90	East	991.50	981.50	981.50	981.50
91	East	991.50	981.50	981.50	981.50
92	East	991.50	981.50	981.50	981.50
93	East	991.50	981.50	981.50	981.50
94	East	991.50	981.50	981.50	981.50
95	East	991.50	981.50	981.50	981.50
96	East	991.50	981.50	981.50	981.50
97	East	991.50	981.50	981.50	981.50
98	East	991.50	981.50	981.50	981.50
99	East	991.50	981.50	981.50	981.50
100	East	991.50	981.50	981.50	981.50
101	East	991.50	981.50	981.50	981.50
102	East	991.50	981.50	981.50	981.50

FLOOR ELEVATION TABLE					
Unit Number	Garage	Main Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)
44	East	991.50	981.50	981.50	981.50
45	East	991.50	981.50	981.50	981.50
46	East	991.50	981.50	981.50	981.50
47	East	991.50	981.50	981.50	981.50
48	East	991.50	981.50	981.50	981.50
49	East	991.50	981.50	981.50	981.50
50	East	991.50	981.50	981.50	981.50
51	East	991.50	981.50	981.50	981.50
52	East	991.50	981.50	981.50	981.50
53	East	991.50	981.50	981.50	981.50
54	East	991.50	981.50	981.50	981.50
55	East	991.50	981.50	981.50	981.50
56	East	991.50	981.50	981.50	981.50
57	East	991.50	981.50	981.50	981.50
58	East	991.50	981.50	981.50	981.50
59	East	991.50	981.50	981.50	981.50
60	East	991.50	981.50	981.50	981.50
61	East	991.50	981.50	981.50	981.50
62	East	991.50	981.50	981.50	981.50
63	East	991.50	981.50	981.50	981.50
64	East	991.50	981.50	981.50	981.50
65	East	991.50	981.50	981.50	981.50
66	East	991.50	981.50	981.50	981.50
67	East	991.50	981.50	981.50	981.50
68	East	991.50	981.50	981.50	981.50
69	East	991.50	981.50	981.50	981.50
70	East	991.50	981.50	981.50	981.50
71	East	991.50	981.50	981.50	981.50
72	East	991.50	981.50	981.50	981.50
73	East	991.50	981.50	981.50	981.50
74	East	991.50	981.50	981.50	981.50
75	East	991.50	981.50	981.50	981.50
76	East	991.50	981.50	981.50	981.50
77	East	991.50	981.50	981.50	981.50
78	East	991.50	981.50	981.50	981.50
79	East	991.50	981.50	981.50	981.50
80	East	991.50	981.50	981.50	981.50
81	East	991.50	981.50	981.50	981.50
82	East	991.50	981.50	981.50	981.50
83	East	991.50	981.50	981.50	981.50
84	East	991.50	981.50	981.50	981.50
85	East	991.50	981.50	981.50	981.50
86	East	991.50	981.50	981.50	981.50
87	East	991.50	981.50	981.50	981.50
88	East	991.50	981.50	981.50	981.50
89	East	991.50	981.50	981.50	981.50
90	East	991.50	981.50	981.50	981.50
91	East	991.50	981.50	981.50	981.50
92	East	991.50	981.50	981.50	981.50
93	East	991.50	981.50	981.50	981.50
94	East	991.50	981.50	981.50	981.50
95	East	991.50	981.50	981.50	981.50
96	East	991.50	981.50	981.50	981.50
97	East	991.50	981.50	981.50	981.50
98	East	991.50	981.50	981.50	981.50
99	East	991.50	981.50	981.50	981.50
100	East	991.50	981.50	981.50	981.50
101	East	991.50	981.50	981.50	981.50
102	East	991.50	981.50	981.50	981.50

FLOOR ELEVATION TABLE					
Unit Number	Garage	Main Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)	Basement Floor Elevation (Feet)
44	East	991.50	981.50	981.50	981.50
45	East	991.50	981.50	981.50	981.50
46	East	991.50	981.50	981.50	981.50
47	East	991.50	981.50	981.50	981.50
48	East	991.50	981.50	981.50	981.50
49	East	991.50	981.50	981.50	981.50
50	East	991.50	981.50	981.50	981.50
51	East	991.50	981.50	981.50	981.50
52	East	991.50	981.50	981.50	981.50
53	East	991.50	981.50	981.50	981.50
54	East	991.50	981.50	981.50	981.50
55	East	991.50	981.50	981.50	981.50
56	East	991.50	981.50	981.50	981.50
57	East	991.50	981.50	981.50	981.50
58	East	991.50	981.50	981.50	981.50
59	East	991.50	981.50	981.50	981.50
60	East	991.50	981.50	981.50	981.50
61	East	991.50	981.50	981.50	981.50
62	East	991.50	981.50	981.50	981.50
63	East	991.50	981.50	981.50	981.50
64	East	991.50	981.50	981.50	981.50
65	East	991.50	981.50	981.50	981.50
66	East	991.50	981.50	981.50	981.50
67	East	991.50	981.50	981.50	981.50
68	East	991.50	981.50	981.50	981.50
69	East	991.50	981.50	981.50	981.50
70	East	991.50	981.50	981.50	981.50
71	East	991.50	981.50	981.50	981.50
72	East	991.50	981.50	981.50	981.50
73	East	991.50	981.50	981.50	981.50
74	East	991.50	981.50	981.50	981.50
75	East	991.50	981.50	981.50	981.50
76	East	991.50	981.50	981.50	981.50
77	East	991.50	981.50	981.50	981.50
78	East	991.50	981.50	981.50	981.50
79	East	991.50	981.50	981.50	981.50
80	East	991.50	981.50	981.50	981.50
81	East	991.50	981.50	981.50	981.50
82	East	991.50	981.50	981.50	981.50
83	East	991.50	981.50	981.50	981.50
84	East	991.50	981.50	981.50	981.50
85	East	991.50	981.50	981.50	981.50
86	East	991.50	981.50	981.50	981.50
87	East	991.50	981.50	981.50	981.50
88	East	991.50	981.50	981.50	981.50
89	East	991.50	981.50	981.50	981.50
90	East	991.50	981.50	981.50	981.50
91	East	991.50	981.50	981.50	981.50
92	East	991.50	981.50	981.50	981.50
93	East	991.50	981.50	981.50	981.50
94	East	991.50	981.50	981.50	981.50
95	East	991.50	981.50	981.50	981.50
96	East	991.50	981.50	981.50	981.50
97	East	991.50	981.50	981.50	981.50
98	East	991.50	981.50	981.50	981.50
99	East	991.50	981.50	981.50	981.50
100	East	991.50	981.50	981.50	981.50
101	East	991.50	981.50	981.50	981.50
102	East	991.50	981.50	981.50	981.50



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED CONCRETE WALK
- = PROPOSED 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED DRAINAGE FLOW ARROW

NOTES:

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

FLOOR ELEVATION TABLE (SOUTH)						
Unit Number	Garage	Main Floor Elevation (feet)	2nd Floor Elevation (feet)	3rd Floor Elevation (feet)	Garage Floor Elevation (feet)	Grinder Pump Required for Basement (Y/N)
1	Right	996.75	987.25	986.55	996.00	Y
2	Right	996.25	987.25	986.55	995.50	Y
3	Right	995.75	986.85	986.85	994.50	Y
4	Right	995.75	986.85	986.85	994.50	Y
5	Left Facing West	995.75	986.85	986.85	994.50	Y
6	Right	995.75	986.85	986.85	994.50	Y
7	Right	995.75	986.85	986.85	994.50	Y
8	Left	995.75	986.85	986.85	994.50	Y
9	Left	995.75	986.85	986.85	994.50	Y
10	Left	995.75	986.85	986.85	994.50	Y
11	Left	995.75	986.85	986.85	994.50	Y
12	Left	995.75	986.85	986.85	994.50	Y
13	Left	995.75	986.85	986.85	994.50	Y
14	Left	995.75	986.85	986.85	994.50	Y
15	Left	995.75	986.85	986.85	994.50	Y
16	Left	995.75	986.85	986.85	994.50	Y
17	Left	995.75	986.85	986.85	994.50	Y
18	Left	995.75	986.85	986.85	994.50	Y
19	Left	995.75	986.85	986.85	994.50	Y
20	Left	995.75	986.85	986.85	994.50	Y
21	Left	995.75	986.85	986.85	994.50	Y
22	Left	995.75	986.85	986.85	994.50	Y
23	Left	995.75	986.85	986.85	994.50	Y
24	Left	995.75	986.85	986.85	994.50	Y
25	Left	995.75	986.85	986.85	994.50	Y
26	Left	995.75	986.85	986.85	994.50	Y
27	Left	995.75	986.85	986.85	994.50	Y
28	Left	995.75	986.85	986.85	994.50	Y
29	Left	995.75	986.85	986.85	994.50	Y
30	Left	995.75	986.85	986.85	994.50	Y
31	Left	995.75	986.85	986.85	994.50	Y
32	Left	995.75	986.85	986.85	994.50	Y
33	Left	995.75	986.85	986.85	994.50	Y
34	Left	995.75	986.85	986.85	994.50	Y
35	Left	995.75	986.85	986.85	994.50	Y
36	Left	995.75	986.85	986.85	994.50	Y
37	Left	995.75	986.85	986.85	994.50	Y
38	Left	995.75	986.85	986.85	994.50	Y
39	Left	995.75	986.85	986.85	994.50	Y
40	Left	995.75	986.85	986.85	994.50	Y
41	Left	995.75	986.85	986.85	994.50	Y
42	Left	995.75	986.85	986.85	994.50	Y
43	Left	995.75	986.85	986.85	994.50	Y

**BENCHMARKS**

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON REPEAT No. 2 OF "SUMMERFIELD POINTE, LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.C.S." NO DATUM SPECIFIED.

SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

BENCHMARK #201  
CENTERLINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 484 FEET EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 334 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 993.89 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE".  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 372 FEET NORTH OF SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

**811**

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Call before you dig.

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

**DESIGN INC.**

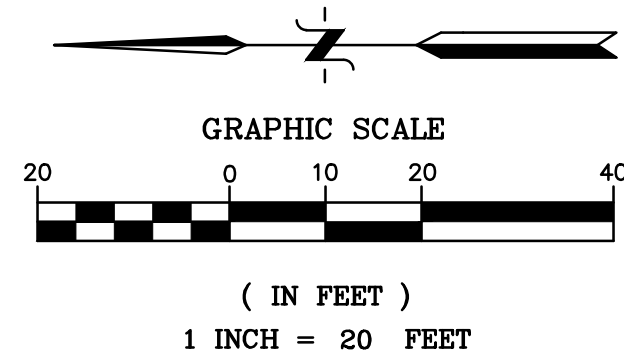
(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 SULLY DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	CLIENT:	SCALE:	PROJECT No.:	GR2
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS				HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR. STE 100 MILFORD, MICHIGAN 48381 248-684-1699	1in. = 40ft.	214159	
CHECK: WMP									DWG NAME: 4159 GR	
									ISSUED: FEB. 14, 2025	

SUMMERFIELD  
POINTE PUD

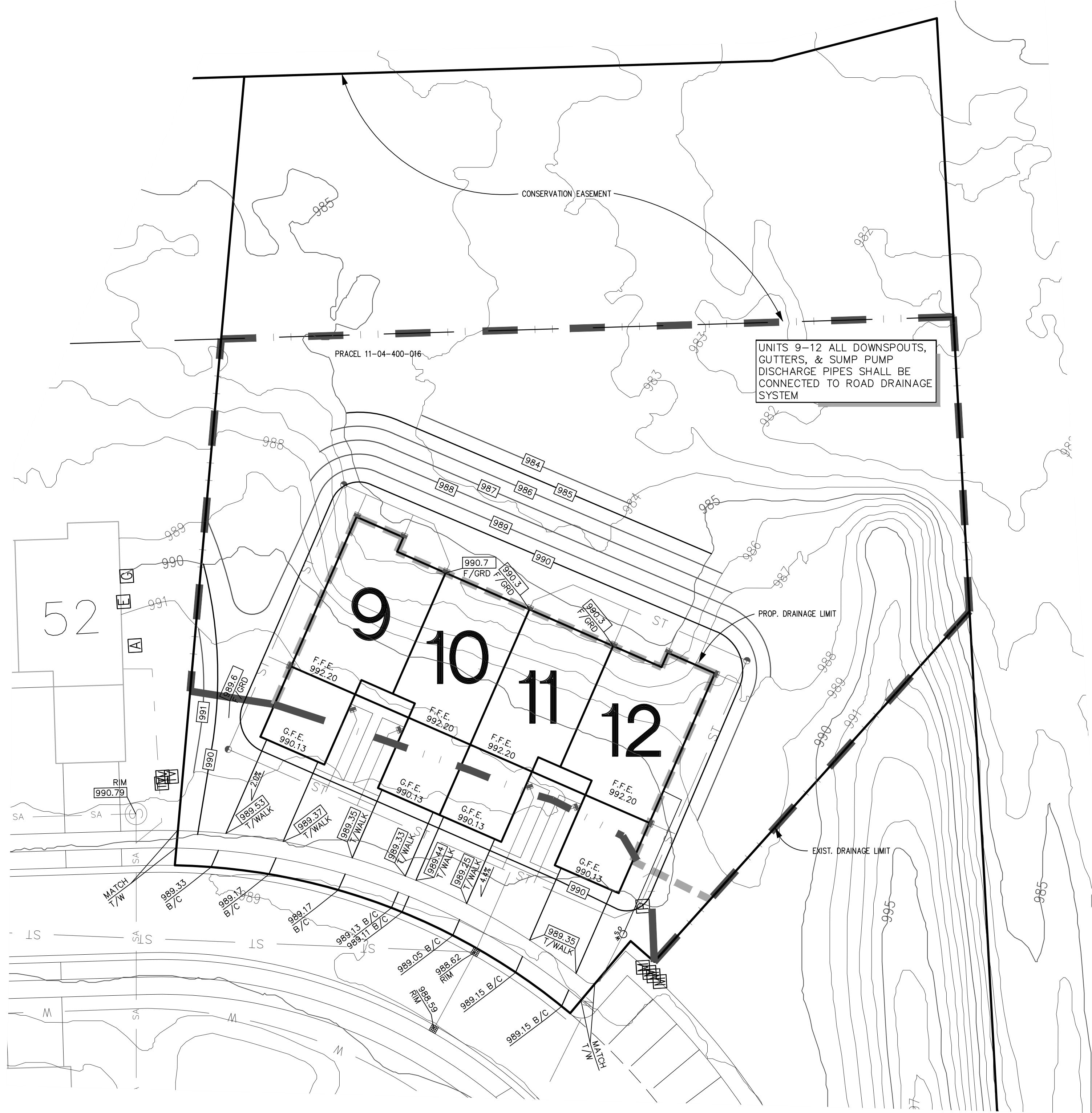
GRADING PLAN (SOUTH)

GR2



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER



EXISTING OFFSITE DRAINAGE AREA  
FROM PARCEL 11-04-400-016  
AREA = 0.65 AC.

PROPOSED OFFSITE DRAINAGE AREA  
FROM PARCEL 11-04-400-016  
AREA = 0.50 AC.

BENCHMARKS

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

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

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 37+ FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

BENCHMARK #201  
SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

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Know what's below.  
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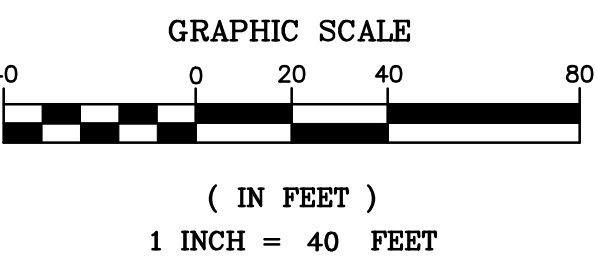
3 WORKING DAYS  
BEFORE YOU DIG  
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(TOLL FREE)  
OR VISIT CALL811.COM

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

DESIGN: WMP DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	SUMMERFIELD POINTE PUD	GRADING PLAN (EAST)	CLIENT: HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE DR. STE 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: 1in. = 20ft. PROJECT No.: 214159 DWG NAME: 4159 GR ISSUED: FEB. 14, 2025	GR3
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LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
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- = STORM WATER MANHOLE W/IDENTIFIER
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- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED CONCRETE WALK
- = PROPOSED 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED DRAINAGE FLOW ARROW



SOIL EROSION CONTROL LEGEND

1	SHIPPING & STOCKPILING TOPSOIL	TOPSOIL MAY BE STOCKPILED ABOVE BORROW AREAS TO ACT AS A DRAINAGE
6	SEEDING WITH MULCH AND/OR MATING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER
13	STRIP, BUBBLE, CORDONS	EFFECTIVE FOR DRAINAGEWAYS WITH LOW VELOCITY
14	STRIP, BUBBLE, CORDONS	EASILY PLACED IN SMALL QUANTITIES BY INEXPERIENCED PERSONNEL
43	AGGREGATE COVER	AGGREGATE COVER, PREPARED TOPSOIL AND
55	GEOTEXTILE SOIL FENCE	STABILIZES SOIL SURFACE, THUS MINIMIZING EROSION
58	NET SEEDMENT FILTER	PERMITS CONSTRUCTION TRAFFIC IN ADVERSE WEATHER
60	NET FILLER CASE	MAY BE USED AS PART OF PERMANENT SIDE CONSTRUCTION OF PAVED AREAS

BENCHMARKS

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

BENCHMARK #201  
CENTRING OF GATE VALVE, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 48+ FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

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

BENCHMARKS

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 37+ FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

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



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

SUMMERFIELD  
POINTE PUD

SOIL EROSION AND  
SEDIMENTATION CONTROL  
PLAN (NORTH)

CLIENT:	HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE:	1 in. = 40 ft.
PROJECT No.:	214159	DWG NAME:	4159 SE
ISSUED:	FEB. 14, 2025		

SE1

## SUMMERFIELD POINTE P.U.D.

OVERALL PARCEL 60.735 Acres

(Parcels 4711-04-400-013, 014, 015, 016 and "Summerfield Pointe" Replat #2 Combined)  
Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:

**BEGINNING** at the South 1/4 Corner of said Section 4;

thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W 1366.11 feet and
- 2) N02°11'05"W 1525.13 feet, (recorded as N01°50'51"E 2890.65 feet) to the center of Section 4;

thence along the East-West 1/4 line of Section 4, N88°53'35"E 1177.52 feet (recorded as S87°40'08"E 1162.17 feet);

thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet;

thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet); thence S01°33'04"E 373.87 feet (recorded as S03°33'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E 510.56 feet (recorded as S01°17'41"W 510.39 feet); thence N84°04'19"W (recorded as N87°29'24"E) 79.92 feet; thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet); thence S01°39'07"E 226.89 feet (recorded as S01°49'17"W 227.42 feet); thence N85°34'14"E

(recorded as S87°01'22"E) 186.47 feet; thence along the West line of said "Sunrise Park" the following three courses:

- 1) S51°14'32"E (recorded as S48°20'09"E) 240.00 feet;
- 2) S41°02'02"E 146.55 feet (recorded as S37°37'38"E 146.14 feet) and
- 3) S01°47'25"E 385.18 feet (recorded as S01°42'54"W 386.00 feet);

thence S88°43'07"W 10.00 feet (recorded as N88°17'05"W 10.00 feet); thence along a line 10 feet West of and parallel to the West line of said "Sunrise Park" the following two courses:

- 1) S01°43'30"E 241.29 feet (recorded as S1°42'54"W 241.14 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of said Section 4, as previously surveyed, S88°50'35"W (recorded as N89°43'06"W) 473.99 feet;

thence along a line coincident with Lawson Drive the following three courses:

- 1) N05°38'45"W (recorded as N02°12'21"W) 150.00 feet;
- 2) N05°30'35"W (recorded as N89°43'06"W) 150.00 feet and
- 3) S06°38'45"E (recorded as S02°12'21"E) 150.00 feet;

thence along the South line of said Section 4, as previously surveyed, S88°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning. Containing 60.73 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

## NATURE PRESERVE

PARCEL 4711-04-400-013 22.224 Acres

(Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records)

Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:

Commencing at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W (recorded as N01°50'51"E) 1366.11 feet and
- 2) N02°11'05"W (recorded as N01°50'51"E) 569.39 feet to the **PLACE OF BEGINNING** and
- 3) N02°11'05"W (recorded as N01°50'51"E) 955.74 feet to the center of Section 4; thence along the East-West 1/4 line of section 4, N88°53'35"E 1177.52 feet (recorded as S87°40'08"E 1162.17 feet); thence N01°06'25"W (recorded as N02°19'54"E) 16.05 feet; thence S88°08'25"E (recorded as S84°42'06"E) 140.66 feet; thence S10°02'44"W (recorded as S13°29'03"W) 81.90 feet; thence S22°34'43"E 40.64 feet (recorded as S19°08'24"E 39.61 feet); thence S01°33'04"E 373.87 feet (recorded as S03°33'15"W 374.11 feet); thence S84°41'09"W (recorded as S88°06'46"W) 683.63 feet; thence S01°59'18"E (recorded as S01°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 132.62 feet; thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:

- 1) S87°51'55"W (recorded as N88°42'19"W) 144.66 feet
- 2) N84°02'14"W (recorded as N00°36'28"W) 244.39 feet and
- 3) S82°02'20"W 291.13 feet (recorded as S85°31'06"W 285.32 feet) to the Place of Beginning. Containing 22.22 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

## SITE PLAN DESCRIPTIONS

PARCEL 4711-04-400-014 26.284 Acres

(Possible Expansion/Future Development Area "A")  
Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:

**BEGINNING** at the South 1/4 Corner of said Section 4;

thence along the North-South 1/4 line of Section 4 to following two courses:

- 1) N01°35'17"W 1366.11 feet and
- 2) N02°11'05"W 569.39 feet (recorded as N01°50'51"E 1936.02 feet);

thence along the East line of a Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records, the following three courses:

- 1) N82°05'20"E 291.13 feet (recorded as N85°31'06"E 285.32 feet);
- 2) S54°02'14"E (recorded as S50°36'28"E) 244.39 feet and
- 3) N87°51'55"E (recorded as S88°42'19"W) 144.66 feet;

thence S02°08'43"E (recorded as S01°17'41"W) 377.94 feet; thence N84°03'00"E (recorded as N87°29'24"E) 79.92 feet;

thence along a line 10.00 feet West of and parallel to the Westerly line of "Sunrise Park", a subdivision recorded in Liber 2 of Plats, Page 23, Livingston County Records, S01°00'54"E 244.55 feet (recorded as S02°21'39"W 243.95 feet); thence S01°39'07"E 226.89 feet (recorded as S01°49'17"W 227.42 feet); thence S87°21'52"W 79.51 feet (recorded as S70°51'31"W 80.28 feet); thence S79°55'57"W (recorded as S83°20'13"W) 95.00 feet; thence S02°24'18"E (recorded as S00°00'00"W) 57.26 feet; thence S80°36'36"W (recorded as S84°01'14"W) 77.58 feet; thence S80°26'23"E (recorded as S80°04'05"E) 130.52 feet; thence S78°24'48"E 34.65 feet (recorded as S75°00'30"E 34.93 feet); thence S12°42'26"E 416.34 feet (recorded as S09°16'02"E 416.23 feet); thence S02°26'26"W (recorded as S07°48'50"W) 13.56 feet; thence S80°11'15"W (recorded as S83°37'39"W) 60.77 feet; thence S02°26'24"E (recorded as S00°00'00"W) 34.61 feet; thence along the West line of Lawson Drive, S00°38'45"E (recorded as S00°12'21"E) 150.00 feet; thence along the South line of Section 4, as previously surveyed, S88°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning.

Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-015 1.134 Acres

(Possible Expansion/Future Development Area "B")  
Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:

Commencing at the South 1/4 Corner of said Section 4; thence along the South line of Section 4, as previously surveyed, N88°50'35"E 546.06 feet (recorded as S89°43'06"E 546.16 feet); thence along the West line of Lawson Drive, N05°38'45"W (recorded as N02°12'21"W) 150.00 feet; thence N03°26'24"W (recorded as N00°00'00"E) 34.61 feet; thence N80°11'15"E (recorded as N83°37'39"E) 60.77 feet; thence N84°22'20"E (recorded as N07°48'05"E) 13.56 feet; thence Northwestly 59.62 feet along the arc of a 200.00 foot radius curve to the left, through a central angle of 17°04'52" and having a chord which bears N04°10'00"W (recorded as N02°43'36"W) 59.40 feet; thence N12°42'26"W (recorded as N09°16'02"W) 13.56 feet; thence N80°11'15"W (recorded as S83°37'39"W) 60.77 feet; thence S02°26'24"E (recorded as S00°00'00"W) 34.61 feet; thence along the West line of Lawson Drive, S00°38'45"E (recorded as S00°12'21"E) 150.00 feet; thence along the South line of Section 4, as previously surveyed, S88°50'35"W 546.06 feet (recorded as N89°43'06"W 546.16 feet) to the Point of Beginning.

Containing 26.25 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-016 1.144 Acres

(Possible Expansion/Future Development Area "C")  
Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 4; thence along the South line of Section 4, N88°50'35"E (recorded as S89°43'05"E) 999.66 feet to the **POINT OF BEGINNING**; thence N88°02'05"W (recorded as N44°39'46"W) 135.18 feet; thence N41°10'43"E (recorded as N44°37'04"E) 9.00 feet; thence N05°03'17"W (recorded as N48°06'57"W) 27.00 feet; thence Northwestly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'33") and having a chord bearing N20°31'27"E (recorded as N23°57'40"E) 121.03 feet; thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:

- 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of Section 4, S88°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.

Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-016 1.144 Acres

(Possible Expansion/Future Development Area "C")  
Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 4; thence along the South line of Section 4, N88°50'35"E (recorded as S89°43'05"E) 999.66 feet to the **POINT OF BEGINNING**; thence N88°02'05"W (recorded as N44°39'46"W) 135.18 feet; thence N41°10'43"E (recorded as N44°37'04"E) 9.00 feet; thence N05°03'17"W (recorded as N48°06'57"W) 27.00 feet; thence Northwestly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'33") and having a chord bearing N20°31'27"E (recorded as N23°57'40"E) 121.03 feet; thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:

- 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of Section 4, S88°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.

Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-016 1.144 Acres

(Possible Expansion/Future Development Area "C")  
Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 4; thence along the South line of Section 4, N88°50'35"E (recorded as S89°43'05"E) 999.66 feet to the **POINT OF BEGINNING**; thence N88°02'05"W (recorded as N44°39'46"W) 135.18 feet; thence N41°10'43"E (recorded as N44°37'04"E) 9.00 feet; thence N05°03'17"W (recorded as N48°06'57"W) 27.00 feet; thence Northwestly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'33") and having a chord bearing N20°31'27"E (recorded as N23°57'40"E) 121.03 feet; thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:

- 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of Section 4, S88°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.

Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

PARCEL No. 4711-04-400-016 1.144 Acres

(Possible Expansion/Future Development Area "C")  
Part of the Southeast 1/4 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as: Commencing at the South 1/4 Corner of Section 4; thence along the South line of Section 4, N88°50'35"E (recorded as S89°43'05"E) 999.66 feet to the **POINT OF BEGINNING**; thence N88°02'05"W (recorded as N44°39'46"W) 135.18 feet; thence N41°10'43"E (recorded as N44°37'04"E) 9.00 feet; thence N05°03'17"W (recorded as N48°06'57"W) 27.00 feet; thence Northwestly 123.38 feet along the arc of a 182.00 foot radius curve to the left, through a central angle of 38°50'28" (recorded as 38°50'33") and having a chord bearing N20°31'27"E (recorded as N23°57'40"E) 121.03 feet; thence S84°58'30"E 227.08 feet (recorded as S81°32'11"E 227.01 feet); thence along a line 10.00 feet West of and parallel to the Westerly line of said "Sunrise Park" the following two courses:

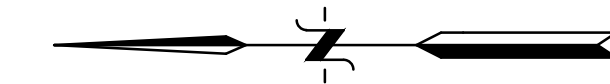
- 1) S01°43'30"E 151.43 feet (recorded as S01°42'54"W 151.38 feet) and
- 2) S14°28'55"E 48.77 feet (recorded as S11°13'33"E 48.86 feet);

thence along the South line of Section 4, S88°50'35"W 170.37 feet (recorded as N89°43'06"W 170.47 feet) to the Point of Beginning.

Containing 1.14 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

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(TOLL FREE)  
OR VISIT CALL811.COM



GRAPHIC SCALE

( IN FEET )

1 INCH = 40 FEET

## LEGEND

- = PROPERTY LINE
- - - = EX. EDGE OF PAVEMENT
- - - = EX. EASEMENT LINE
- - - = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED DRAINAGE FLOW ARROW

## SOIL EROSION CONTROL LEGEND

1	SHIPPING & STOCKPILE TOSSEL	TOSSEL MAY BE STOCKPILED ABOVE BORROW AREAS TO ACT AS A EROSION STOCKPILE SHOULD BE TEMPORARILY SEED
6	SEEDING WITH MULCH AND/OR MATTING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGES WITH LOW VELOCITY
13	BORROW, RUBBLE, CARBONS	USE WHERE VEGETATION IS NOT EASILY ESTABLISHED
14	AGRICULTURAL COVER	USE WHERE VEGETATION IS NOT EASILY ESTABLISHED
43	COLLIER SEGMENT TRAP	STRETCHES FROM HIGH CONCENTRATION OF HIGH CONCENTRATION PREVENTS RUNOFF TO INFLUENCE SOIL
55	COLLECTOR SEGMENT TRAP	STRETCHES FROM HIGH CONCENTRATION OF HIGH CONCENTRATION PREVENTS RUNOFF TO INFLUENCE SOIL
58	COLLECTOR SEGMENT TRAP	STRETCHES FROM HIGH CONCENTRATION OF HIGH CONCENTRATION PREVENTS RUNOFF TO INFLUENCE SOIL
60	COLLECTOR SEGMENT TRAP	STRETCHES FROM HIGH CONCENTRATION OF HIGH CONCENTRATION PREVENTS RUNOFF TO INFLUENCE SOIL

## BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS  
DEPICTED ON REPLAT No. 2 OF "SUMMERFIELD  
POINTE," LIVINGSTON COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 295. DATUM REFERS TO  
"15.625" NO DATUM SPECIFIED.  
SITE ADJUSTED TO NAVD 83 (-0.50) FROM  
PLATTED ELEVATION.

## BENCHMARKS

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)

## BENCHMARK #200

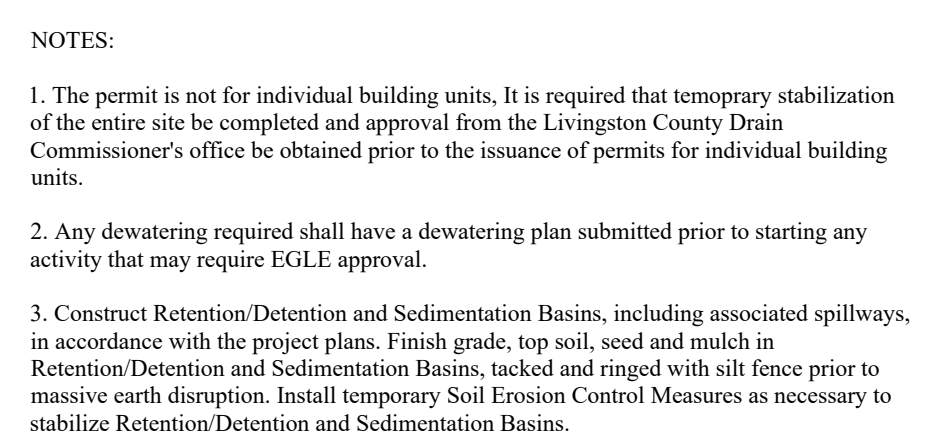
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 377.75 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.39 (NAVD 88)  
ELEVATION = 995.89 (PLATTED)

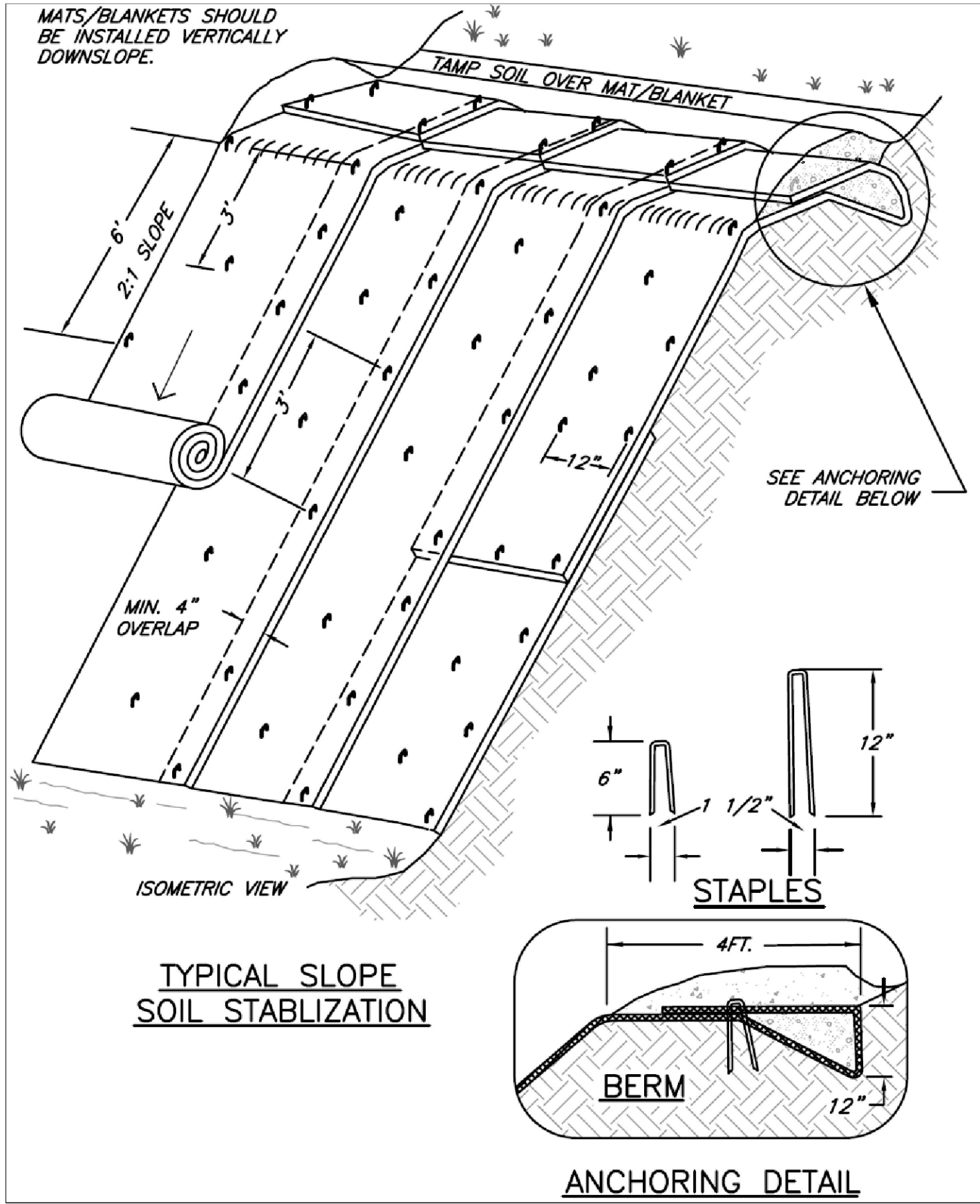
## BENCHMARK #201

ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 334.33 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 995.89 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)



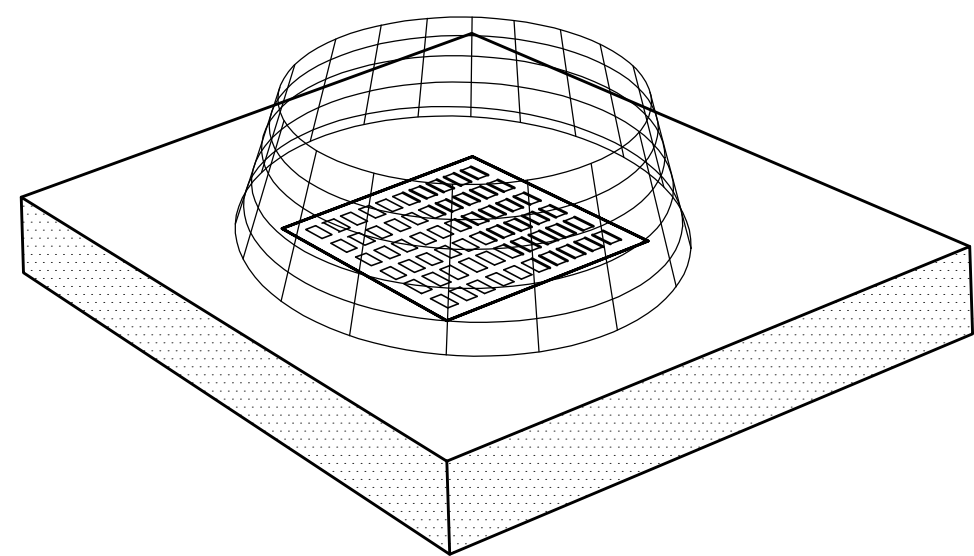
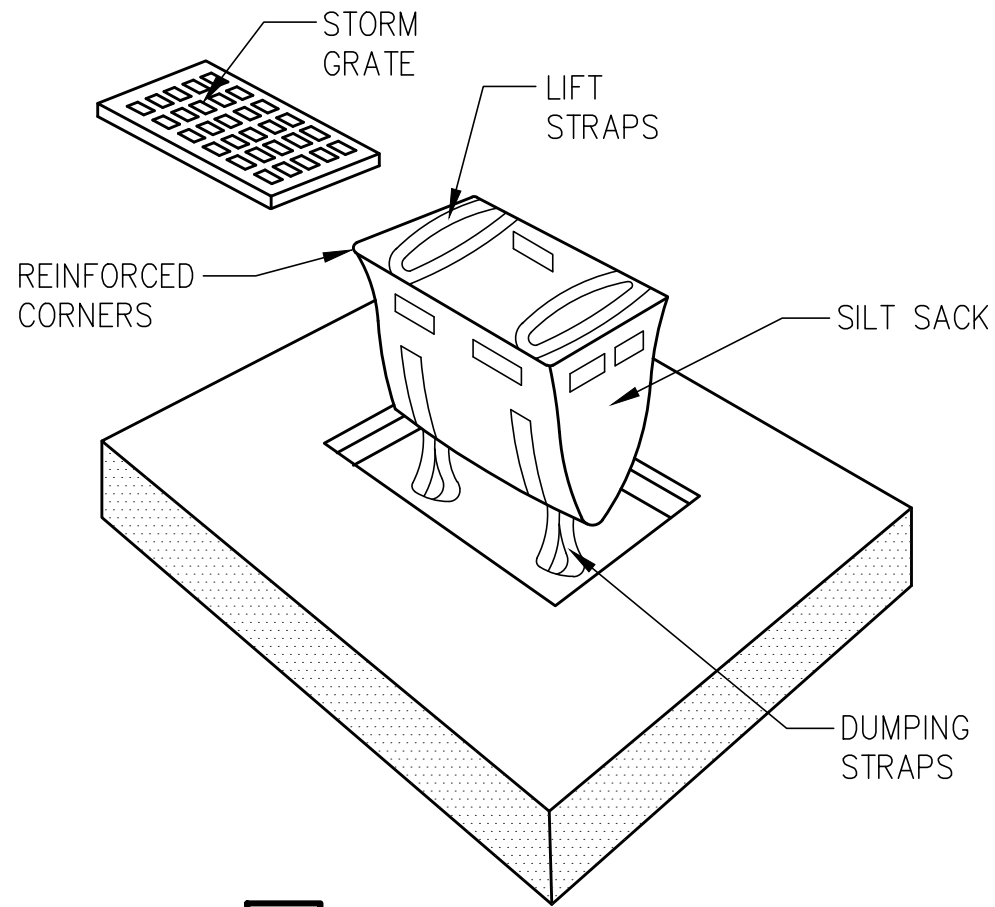
DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	CLIENT:	SCALE:	PROJECT No.:	DWG NAME:	ISSUED:	SE2
DRAFT: JHG							HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	1 in. = 40ft.	214159	4159 SE	FEB. 14, 2025	
CHECK: WMP												



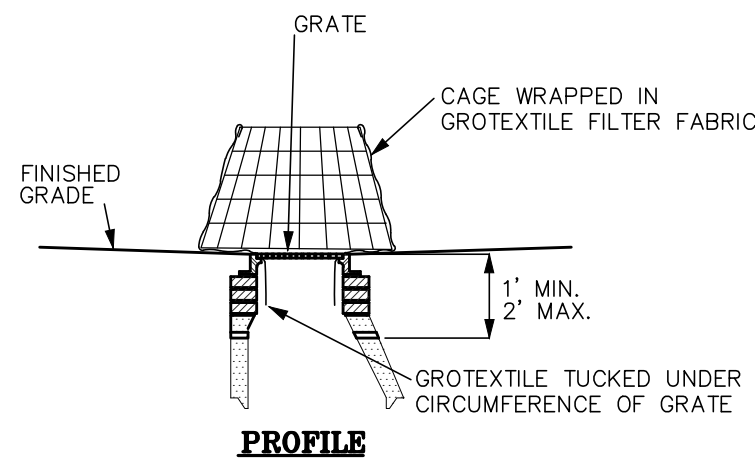


#### SOIL STABILIZATION NOTES:

1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS & GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
3. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
4. SOIL STABILIZATION BLANKETS SHALL BE USED FOR SLOPES EXCEEDING 1 ON 4. SEE SHEET GR2 OF PLANS FOR PROPOSED LOCATIONS.



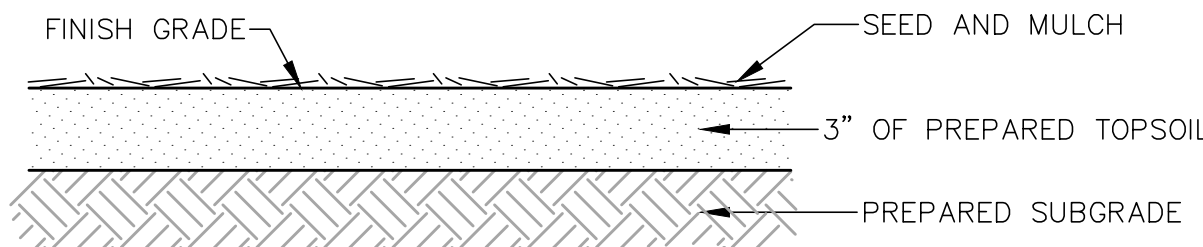
54" CAGE  
FITS SQUARE GRATES FROM 24" X 24" THROUGH 36" X 36"  
FITS ROUND GRATES FROM 24" DIA. THROUGH 40" DIA.  
FITS RECTANGULAR GRATES WITH A DIAGONAL  
BETWEEN 28" AND 41" ( $a^2 + b^2 = c^2$ )



1. INLET PROTECTION SHALL BE INSTALLED AT THE TIME OF THE STRUCTURE IS SET.
2. TO INSTALL: TUCK FABRIC UNDER GRATE.
3. REMOVE SEDIMENT IF IT ACCUMULATES TO ONE HALF THE HEIGHT OF THE CAGE.
4. THE AREA AROUND THE CAGE SHOULD BE AS FLAT AS POSSIBLE TO INCREASE EFFECTIVENESS AND REDUCE MAINTENANCE REQUIREMENTS.
5. AS WITH ALL INLET PROTECTION DEVICES, CHECK TO SEE HOW DEEP THE WATER COULD RISE IF THE INLET WERE BLOCKED ENTIRELY.
6. DO NOT INSTALL IN LOCATIONS THAT COULD CAUSE PROPERTY DAMAGE OR POSE A SAFETY HAZARD TO TRAFFIC.

#### 60 YARD INLET FILTER CAGE

NOT TO SCALE



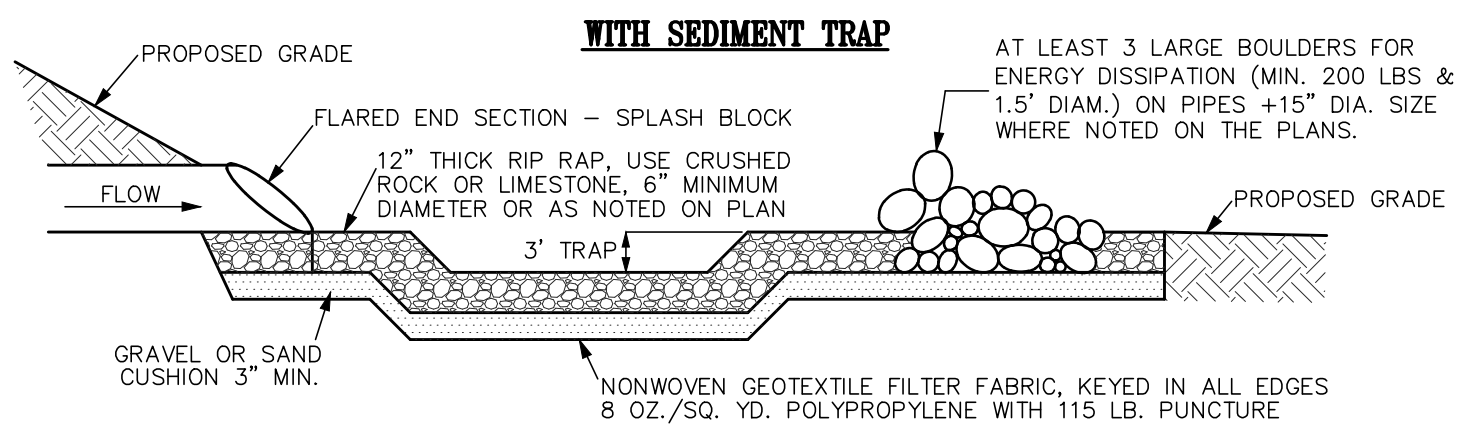
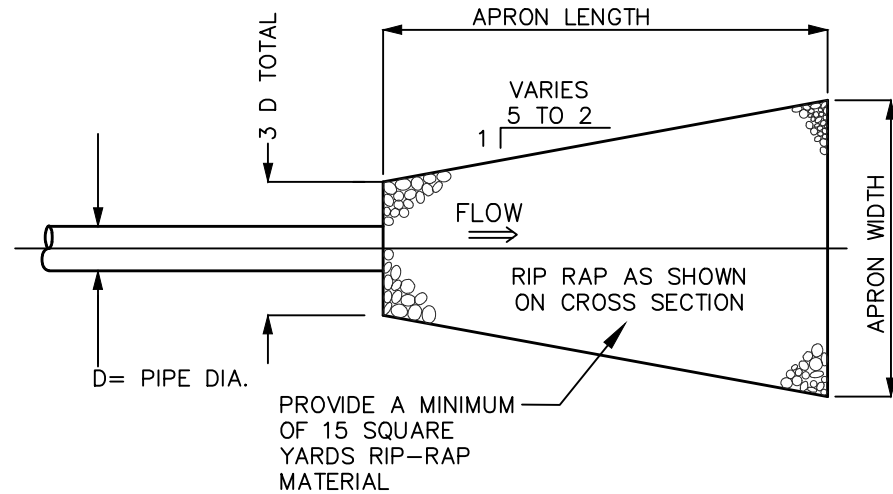
1. Seed mixture shall consist of:  
10% - Kentucky Blue Grass  
20% - Perennial Ryegrass  
30% - Hard Fescue  
40% - Creeping Red Fescue  
Seed shall be uniformly applied at a rate of 210 pounds per acre.
2. Topsoil shall be a dark, organic, natural surface soil free of clay lumps, peat or muck, subsoil, noxious weeds or other foreign matter such as roots, sticks, rocks over 1/2" in diameter and not frozen or muddy. Material shall meet with approval of the Engineer.
3. Straw mulching shall be a minimum depth of 3" applied at a rate of 1.5 to 2 tons per acre. All mulching must have a tie down, such as tackifier, net binding, etc.
4. Fertilizer shall be evenly applied at a rate which will provide 150 pounds per acre of chemical fertilizer nutrients, in equal portions, (10-10-10), of Nitrogen, Phosphoric Acid and Pouch.
5. Hydros seeding is not acceptable for slopes exceeding 1%. In such cases, stabilization shall be done with seed and straw mulch with a tackifier.
6. The earthen areas to receive topsoil shall be at the required grade and properly trimmed. Topsoil shall be spread on the prepared areas to a depth of 3 inches. After spreading, any large clods and lumps of topsoil shall be broken up and pulverized. Stones and rocks over 1/2" in diameter, roots, litter, and all foreign matter shall be raked up and disposed of by the contractor. Place topsoil only when it can be followed within a reasonable time by seeding operations.

#### MIN. RIP RAP DIMENSIONS

PIPE DIAMETER (inch)	APRON LENGTH (feet)	(1) APRON WIDTH (feet)	(2) ALTERNATE APRON WIDTH (feet)
12	15	15	16
15	15	15	20
18	18	15	24
21	21	15	28
24	24	16	32
30	30	20	40
36	36	24	48
42	42	28	56

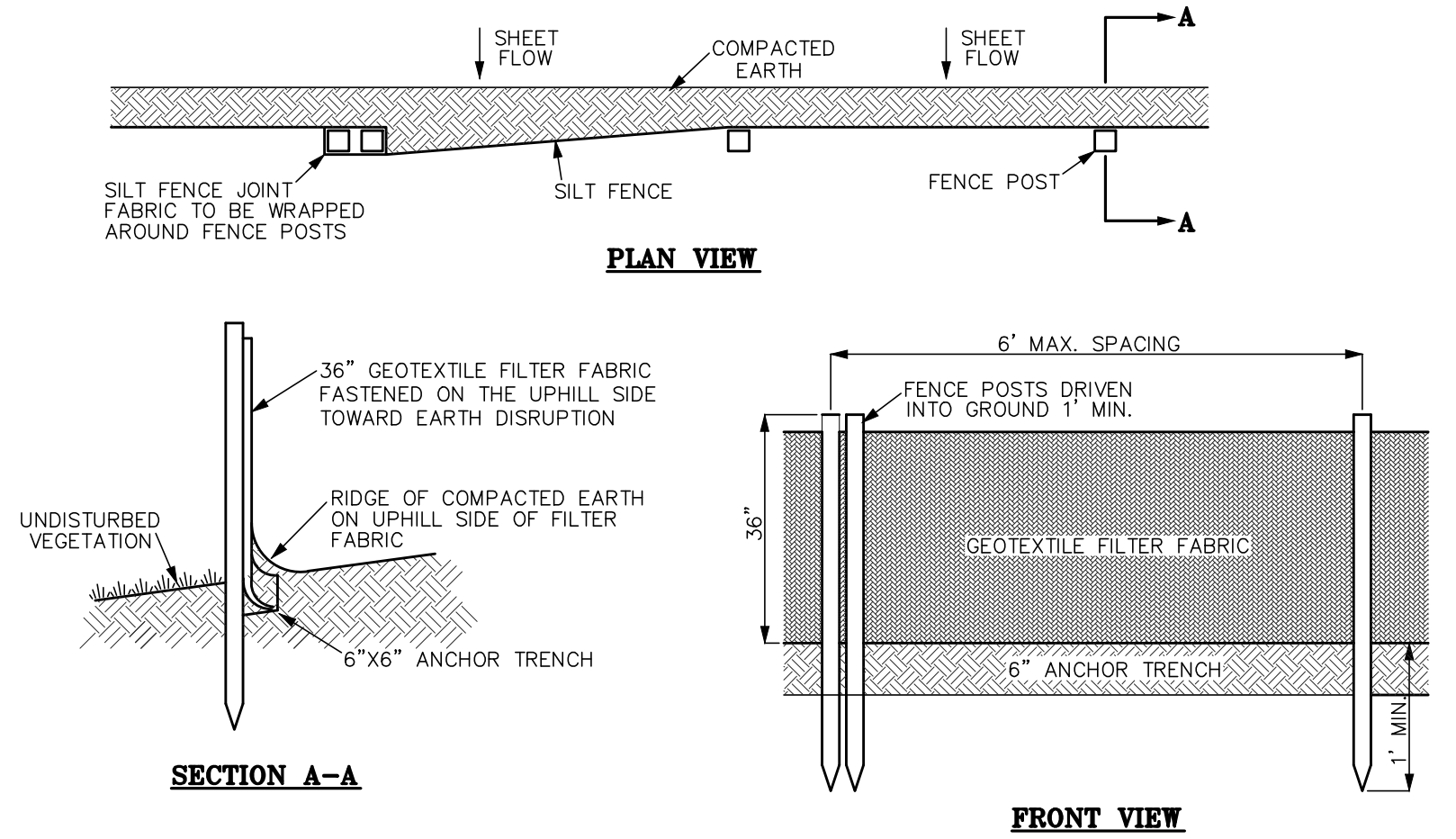
UNLESS SHOWN OTHERWISE ON PLANS, May be varied to match natural features: is when meeting ex. ditch, apron width to match channel bottom extending up sides to a depth of 1/2 pipe dia.

- (1) APRON WIDTH FOR USE IN DITCHES AND SWALES
- (2) APRON WIDTH FOR USE IN FLAT AREAS WHERE SHEET FLOW DESIRED

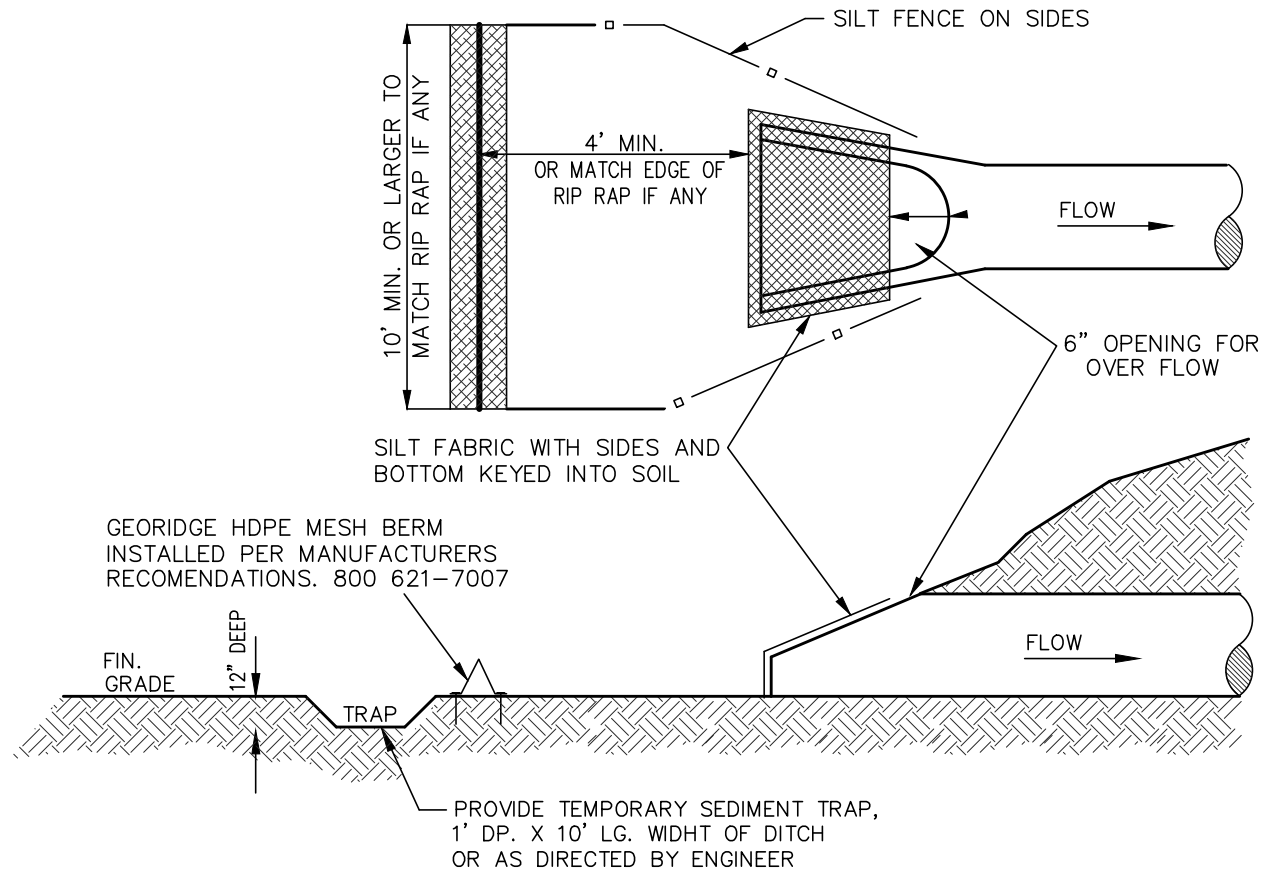


#### NOTES:

1. GROUT RIP-RAP WITH A 6" THICK CEMENT SLURRY FOR SLOPES STEEPER THAN 20%; 5 ON 1.
2. PROVIDE ANIMAL GUARDS ON ALL STORM SEWER 15" DIA. OR GREATER, INCIDENTAL TO FES PIPE.
3. STORM DRAIN OUTLETS THAT DO NOT EMPTY INTO THE DETENTION BASIN SHALL HAVE INSTALLED A TEMPORARY SEDIMENT TRAP AT THE TERMINATION OF THE STORM SEWER (5'x10'x3' TYP.). UPON COMPLETION OF THE STABILIZATION WORK, THE SUMP AREA SHALL BE FILLED AND RIP-RAPPED.

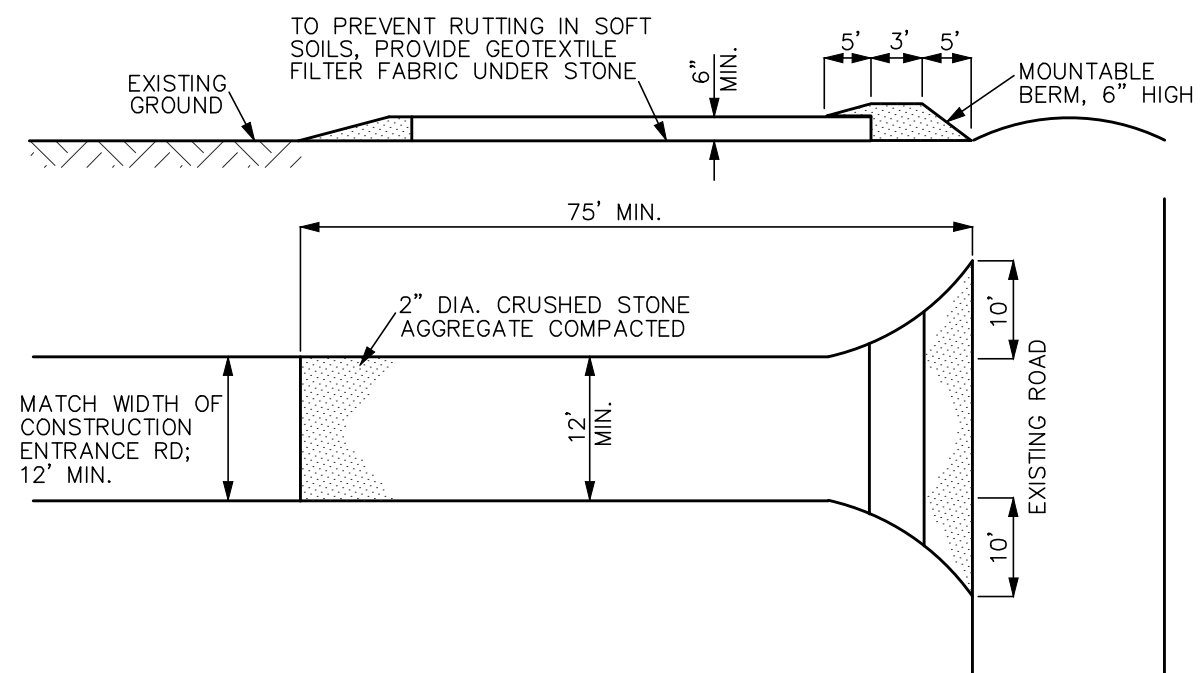


- NOTES:**
1. REPAIR AND REPLACE SILT FENCE AS NEEDED, INCIDENTAL.
  2. FIELD LOCATE SILT FENCE TO FOLLOW CONSTANT CONTOUR ELEVATIONS.
  3. OVERLAP FENCES AT JOINTS.
  4. INSTALL FILTER BERM AT LOW POINTS WHERE INDICATED ON PLANS.



#### 43 TEMPORARY CULVERT SEDIMENT TRAP

NOT TO SCALE



**NOTE:**  
WHEN ACCEPTABLE TO ENGINEER, CONTRACTOR MAY INSTALL STONE BELOW THE SUBGRADE ELEVATION; THIS STONE MAY BE LEFT IN PLACE BELOW PAVEMENT.

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

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

**SUMMERFIELD  
POINTE PUD**

**SOIL EROSION AND  
SEDIMENTATION CONTROL  
NOTES & DETAILS**

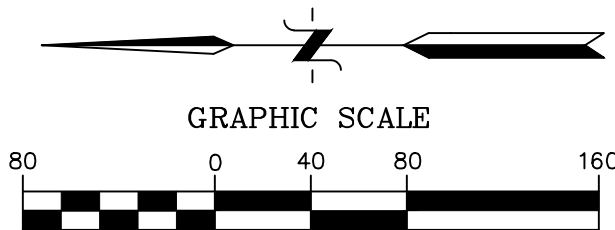
CLIENT: HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: AS NOTED PROJECT No.: 214159 DWG NAME: 4159 SE ISSUED: FEB. 14, 2025
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**SE4**

LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)

- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER



( IN FEET )  
1 INCH = 80 FEET

BENCHMARKS

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

BENCHMARKS

BENCHMARK #204 (PRIMARY)  
SPIKE IN THE EAST SIDE OF A POWER POLE,  
LOCATED ON THE WEST SIDE OF LAWSON DRIVE,  
AND THE ENTRANCE TO "SUMMERFIELD POINTE."  
ELEVATION = 993.43 (NAVD 88)  
ELEVATION = 993.93 (PLATTED)



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

BENCHMARK #201  
ARROW ON HYDRANT, LOCATED NEAR  
SOUTH SIDE OF SILVER LEAF DRIVE, 488 FEET  
EAST OF LAWSON DRIVE.  
ELEVATION = 991.29 (NAVD 88)  
ELEVATION = 992.14 (PLATTED)

BENCHMARK #203  
ARROW ON HYDRANT, LOCATED NEAR WEST  
SIDE OF LAWSON DRIVE, 336 FEET NORTH OF  
SILVER LEAF DRIVE.  
ELEVATION = 993.58 (NAVD 88)  
ELEVATION = 994.38 (PLATTED)

SUMMERFIELD POINTE ESTATES P.U.D. PROPOSED STORM WATER RUN-OFF CALCULATIONS									
"Area"	Pavement	Gravel	Building	Lawn	Water	"C" Factor	(ACRES)	"C" Factor	
CB-01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-02	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-03	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-04	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-05	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-06	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-07	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-08	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-09	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-10	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-11	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-12	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-13	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-14	0.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-15	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-16	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-17	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-18	0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-19	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-21	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-23	0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-24	0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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CB-93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-108	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-113	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-114	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-115	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-117	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-118	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-119	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CB-122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	


<b>Area of Interest (AOI)</b>			Spoil Area
	Area of Interest (AOI)		Stony Spot
<b>Soils</b>			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
<b>Special Point Features</b>		<b>Water Features</b>	
	Blowout		Streams and Canals
	Borrow Pit	<b>Transportation</b>	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	<b>Background</b>	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	6.1	3.5%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.0%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.2	6.6%
Ho	Houghton muck, 0 to 1 percent slopes	4.5	2.7%
MoB	Wawasee loam, 2 to 6 percent slopes	70.9	41.5%
MoC	Wawasee loam, 6 to 12 percent slopes	23.6	13.8%
MoD	Miami loam, 12 to 18 percent slopes	5.8	3.4%
MoE	Miami loam, 18 to 25 percent slopes	11.9	7.0%
MoF	Miami loam, 25 to 35 percent slopes	13.1	7.6%
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes	6.7	3.9%
W	Water	13.7	8.0%
<b>Totals for Area of Interest</b>		<b>171.0</b>	<b>100.0%</b>



SUMMERFIELD  
POINTE PUD

EXISTING  
SOILS MAP



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

3 WORKING DAYS  
BEFORE YOU DIG  
CALL 811 OR 1-800-482-7  
(TOLL FREE)  
OR VISIT CALL811.COM

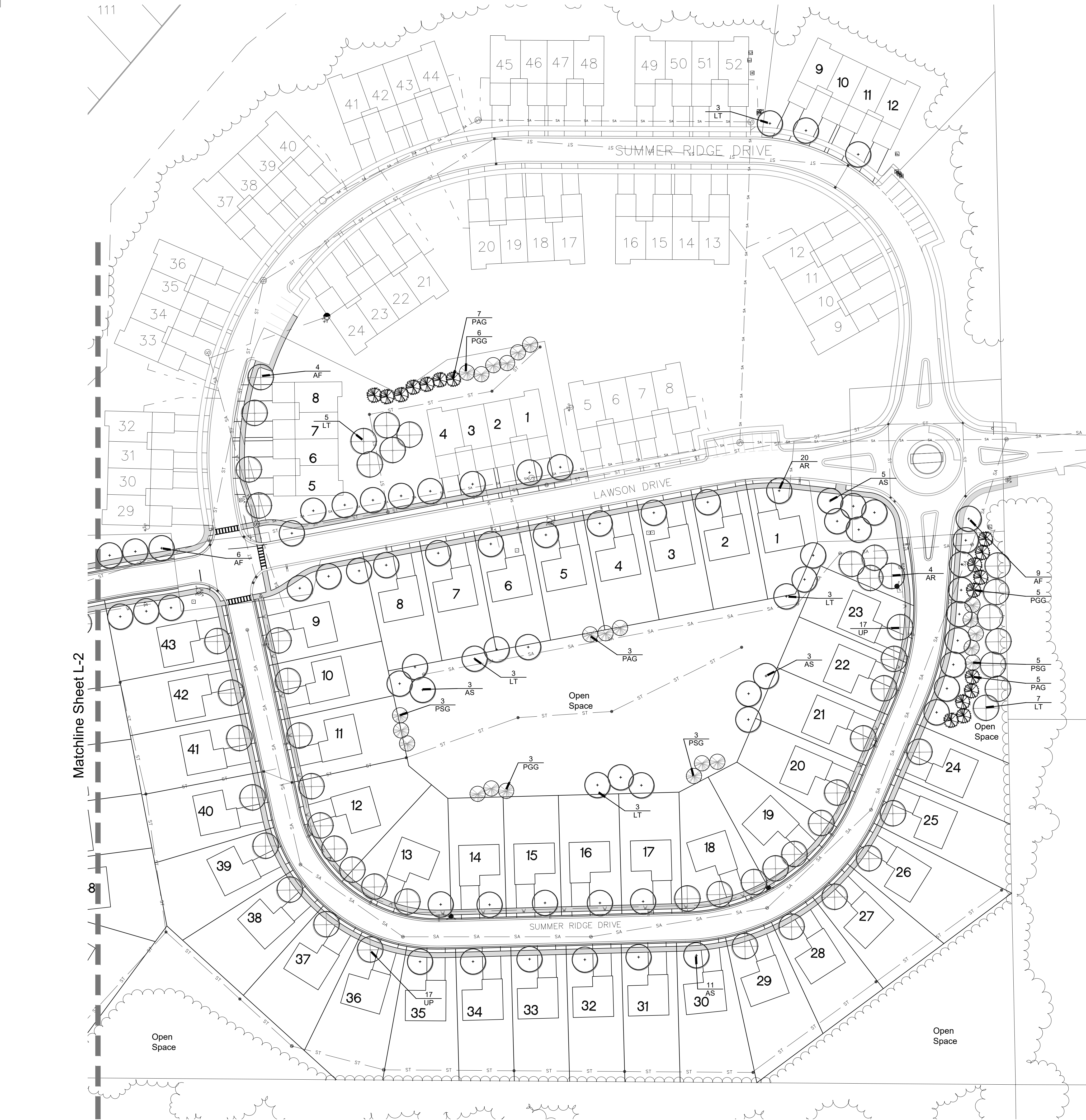


**DESINE INC.**  
(810) 227-9511  
CIVIL ENGINEER  
LAND SURVEYOR  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48111

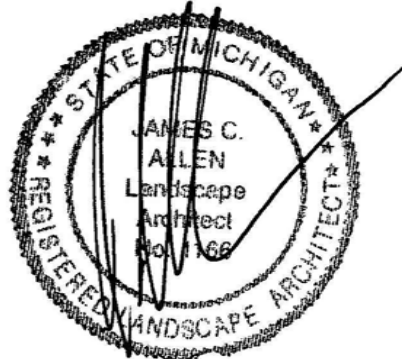
WS2

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

CLIENT:	SCALE: NOT TO SCALE
HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.: 214159
1100 CORPORATE OFFICE DR., STE. 100	DWG NAME: 4159 WS2
MILFORD, MICHIGAN 48381	ISSUED: FEB. 14, 2021
248-684-1699	



Seal:



Title:

Landscape Plan

Project:

Summerfield Point Estates  
Genoa Township, Michigan

Prepared for:

Healy Homes, LLC  
3696 Sleeth Road  
Commerce Township, Michigan 48382

Revision:

Review  
Revised

Issued:

October 5, 2022  
May 30, 2023

Job Number:

21-068

Drawn By:

jca

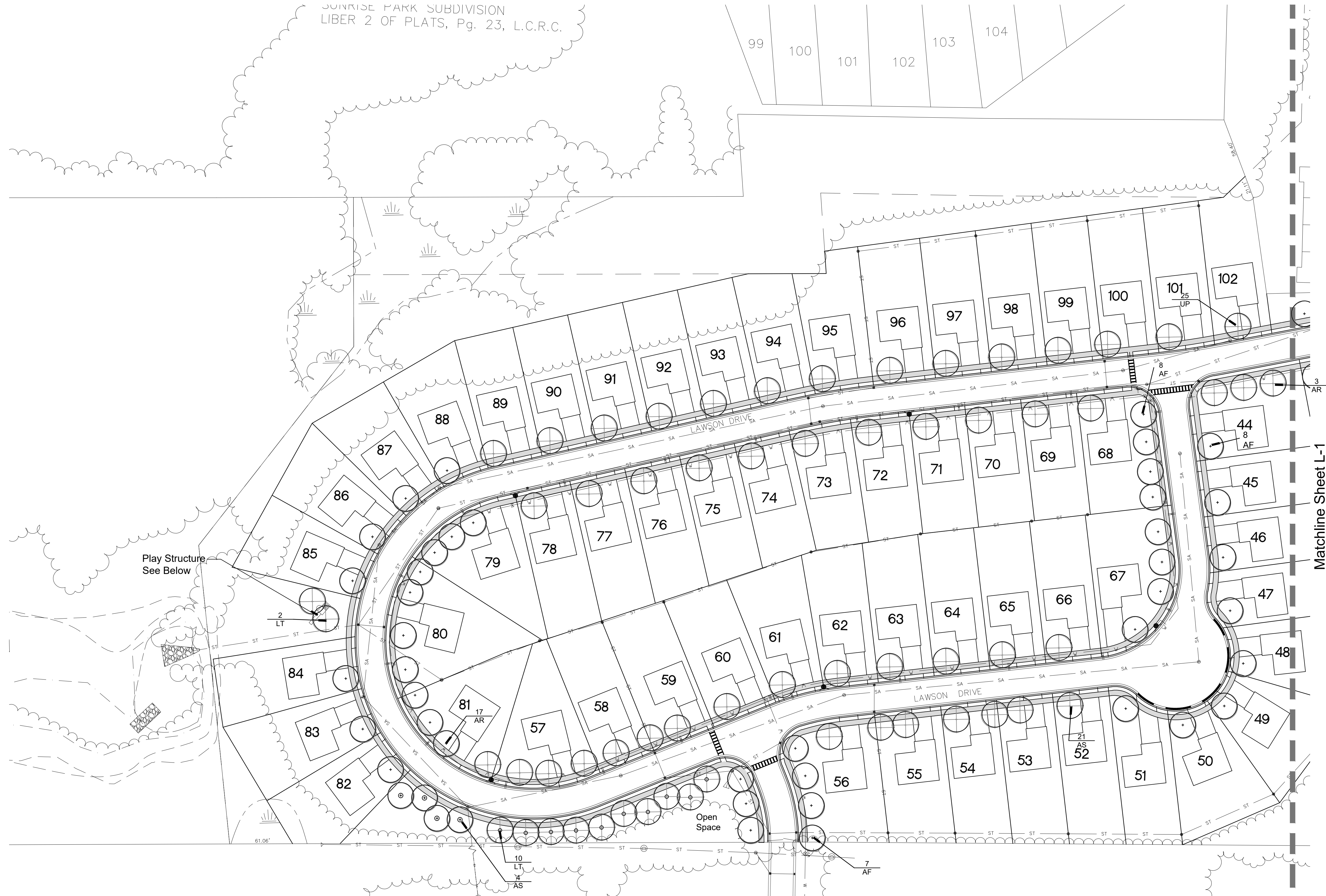
Checked By:

jca



Sheet No.

L-1



Plant List - This Sheet

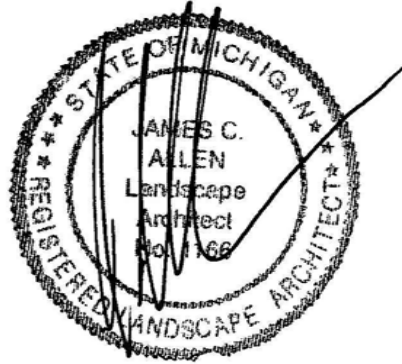
sym.	qty.	botanical name	common name	caliper	spacing	root	height
Street Trees							
AF	23	Acer x. freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	as shown	B&B	
AR	20	Acer rubrum 'October Glory'	October Glory Red Maple	2.5"	as shown	B&B	
AS	25	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple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

Play Structure



Port Liberty Play Structure  
by Playgroundequipment.com

Seal:



Title:  
Landscape Plan

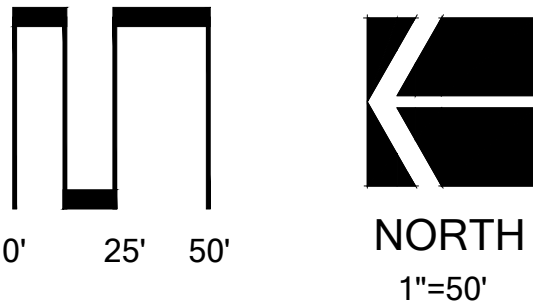
Project:  
Summerfield Point Estates  
Genoa Township, Michigan

Prepared for:  
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21-068

Drawn By:      Checked By:  
jca      jca



Sheet No.



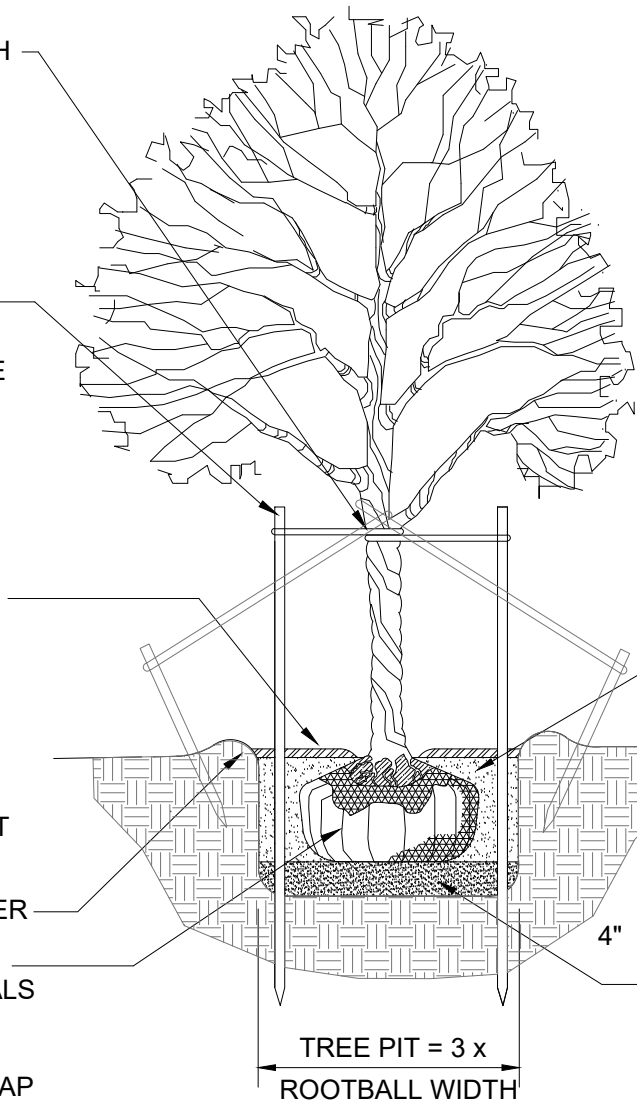
NOTE:  
GUY DECIDUOUS TREES ABOVE  
3" CAL. STAKE DECIDUOUS  
TREES BELOW 3" CAL.

STAKE TREES AT FIRST BRANCH  
USING 2"-3" WIDE BELT-LIKE  
NYLON OR PLASTIC STRAPS.  
ALLOW FOR SOME MINIMAL  
FLEXING OF THE TREE.  
REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES,  
MIN. 36" ABOVE GROUND FOR  
UPRIGHT, 18" IF ANGLED. DRIVE  
STAKES A MIN. 18" INTO  
UNDISTURBED GROUND  
OUTSIDE ROOTBALL. REMOVE  
AFTER ONE YEAR.

MULCH 4" DEPTH WITH  
SHREDDED HARDWOOD BARK,  
NATURAL IN COLOR. LEAVE 3"  
CIRCLE OF BARE SOIL AT BASE  
OF TREE TRUNK. PULL ANY  
ROOT BALL DIRT EXTENDING  
ABOVE THE ROOT FLARE AWAY  
FROM THE TRUNK SO THE ROOT  
FLARE IS EXPOSED TO AIR.

MOUND EARTH TO FORM SAUCER  
REMOVE ALL  
NON-BIODEGRADABLE MATERIALS  
COMPLETELY FROM THE  
ROOTBALL. CUT DOWN WIRE  
BASKET AND FOLD DOWN BURLAP  
FROM TOP 1/2 OF THE ROOTBALL.



NOTE:  
TREE SHALL BEAR SAME  
RELATION TO FINISH GRADE AS  
IT BORE ORIGINALLY OR  
SLIGHTLY HIGHER THAN FINISH  
GRADE UP TO 6" ABOVE GRADE,  
IF DIRECTED BY LANDSCAPE  
ARCHITECT FOR HEAVY CLAY  
SOIL AREAS.

DO NOT PRUNE TERMINAL  
LEADER. PRUNE ONLY DEAD OR  
BROKEN BRANCHES.

REMOVE ALL TAGS, STRING,  
PLASTICS AND OTHER  
MATERIALS THAT ARE  
UNSIGHTLY OR COULD CAUSE  
GIRDLING.

PLANTING MIXTURE:  
AMEND SOILS PER  
SITE CONDITIONS  
AND REQUIREMENTS  
OF THE PLANT  
MATERIAL.

SCARIFY SUBGRADE  
AND PLANTING PIT  
SIDES. RECOMPACT  
BASE OF TO 4"  
DEPTH.

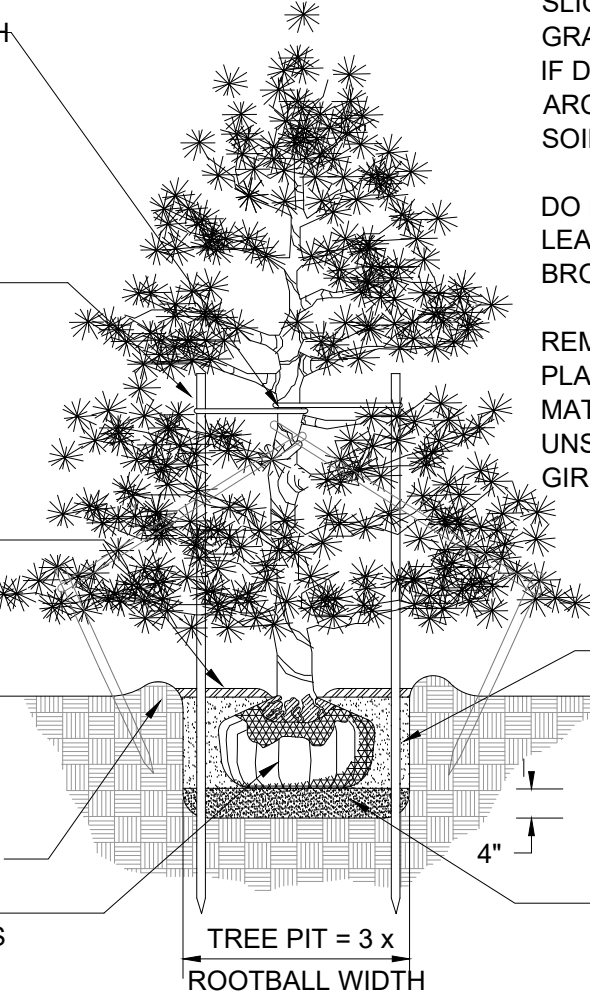
NOTE:  
GUY EVERGREEN TREES ABOVE  
12' HEIGHT. STAKE EVERGREEN  
TREE BELOW 12' HEIGHT.

STAKE TREES AT FIRST BRANCH  
USING 2"-3" WIDE BELT-LIKE  
NYLON OR PLASTIC STRAPS.  
ALLOW FOR SOME MINIMAL  
FLEXING OF THE TREE.  
REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES,  
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UPRIGHT, 18" IF ANGLED. DRIVE  
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UNDISTURBED GROUND  
OUTSIDE ROOTBALL. REMOVE  
AFTER ONE YEAR.

MULCH 4" DEPTH WITH  
SHREDDED HARDWOOD BARK,  
NATURAL IN COLOR. LEAVE 3"  
CIRCLE OF BARE SOIL AT BASE  
OF TREE TRUNK. PULL ANY  
ROOT BALL DIRT EXTENDING  
ABOVE THE ROOT FLARE AWAY  
FROM THE TRUNK SO THE ROOT  
FLARE IS EXPOSED TO AIR.

MOUND EARTH TO FORM SAUCER  
REMOVE ALL  
NON-BIODEGRADABLE MATERIALS  
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ARCHITECT FOR HEAVY CLAY  
SOIL AREAS.

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PLANTING MIXTURE:  
AMEND SOILS PER  
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AND REQUIREMENTS  
OF THE PLANT  
MATERIAL.

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AND PLANTING PIT  
SIDES. RECOMPACT  
BASE OF TO 4"  
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NOTE:  
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IT BORE ORIGINALLY OR  
SLIGHTLY HIGHER THAN FINISH  
GRADE UP TO 4" ABOVE GRADE,  
IF DIRECTED BY LANDSCAPE  
ARCHITECT FOR HEAVY CLAY  
SOIL AREAS.

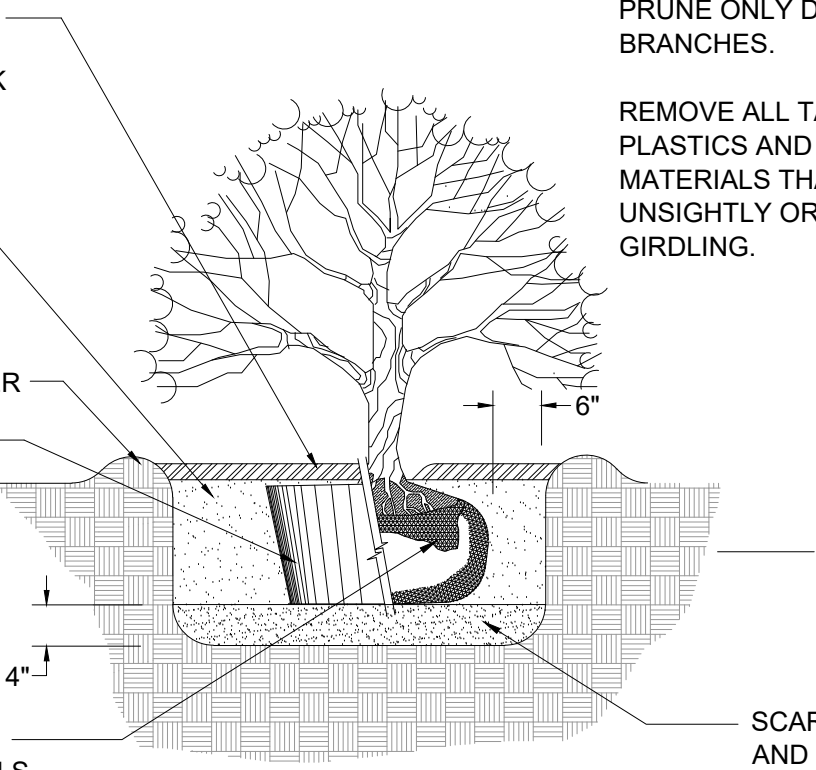
PRUNE ONLY DEAD OR BROKEN  
BRANCHES.

REMOVE ALL TAGS, STRING,  
PLASTICS AND OTHER  
MATERIALS THAT ARE  
UNSIGHTLY OR COULD CAUSE  
GIRDLING.

MULCH 3" DEPTH WITH  
SHREDDED HARDWOOD BARK.  
NATURAL IN COLOR. PULL BACK  
3" FROM TRUNK.

PLANTING MIXTURE:  
AMEND SOILS PER  
SITE CONDITIONS  
AND REQUIREMENTS  
OF THE PLANT  
MATERIAL.  
MOUND EARTH TO FORM SAUCER  
REMOVE COLLAR OF ALL FIBER  
POTS. POTS SHALL BE CUT TO  
PROVIDE FOR ROOT GROWTH.  
REMOVE ALL NONORGANIC  
CONTAINERS COMPLETELY.

REMOVE ALL  
NON-BIODEGRADABLE MATERIALS  
COMPLETELY FROM THE  
ROOTBALL. FOLD DOWN BURLAP  
FROM TOP 1/3 OF THE ROOTBALL.



SCARIFY SUBGRADE  
AND PLANTING PIT  
SIDES. RECOMPACT  
BASE OF TO 4"  
DEPTH.

## DECIDUOUS TREE PLANTING DETAIL

Not to scale

## EVERGREEN TREE PLANTING DETAIL

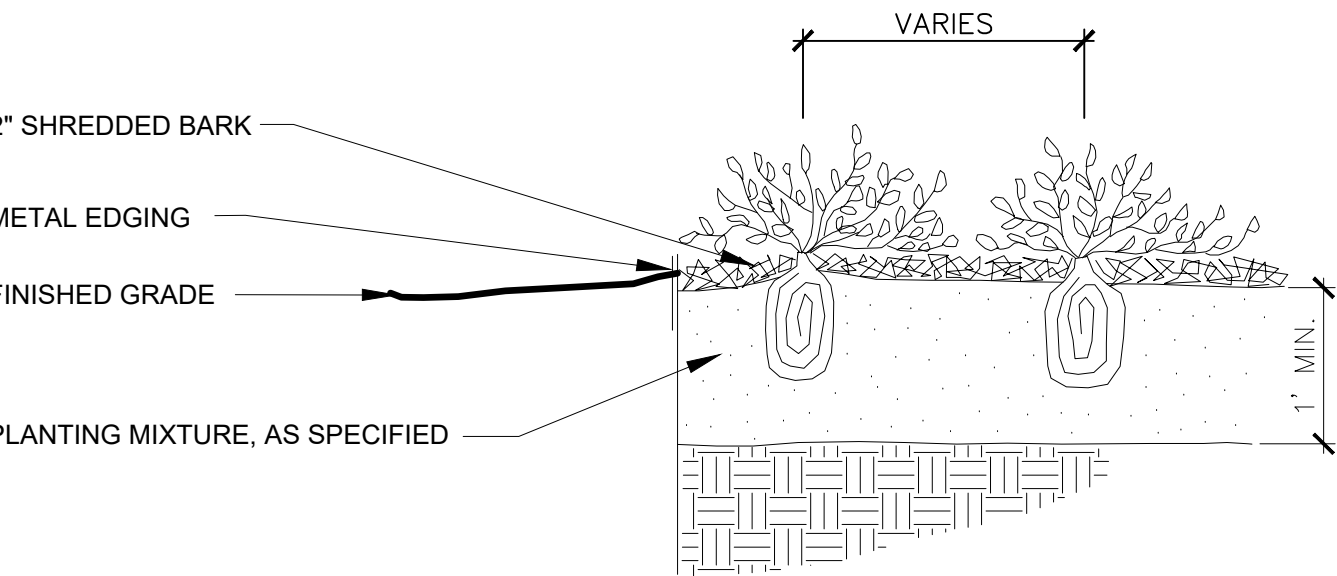
Not to scale

## SHRUB PLANTING DETAIL

NOT TO SCALE

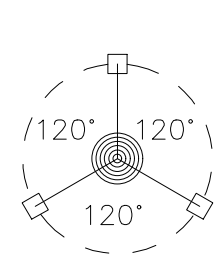
## LANDSCAPE NOTES

- All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
- Plants shall be full, well-branched, and in healthy vigorous growing condition.
- Plants shall be watered before and after planting is complete.
- All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following Township approval.
- All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
- Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
- "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
- Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
- All plantings shall be mulched per planting details located on this sheet.
- The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
- No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
- The Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
- The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
- The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
- Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
- The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
- A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
- All landscape areas shall be provided with an underground automatic sprinkler system.
- Sod shall be two year old "Baron/Cheriadelphi" Kentucky Blue Grass grown in a sod nursery on loam soil.



## PERENNIAL PLANTING DETAIL

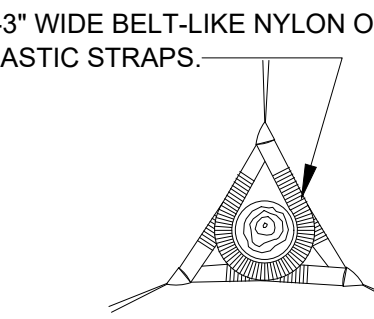
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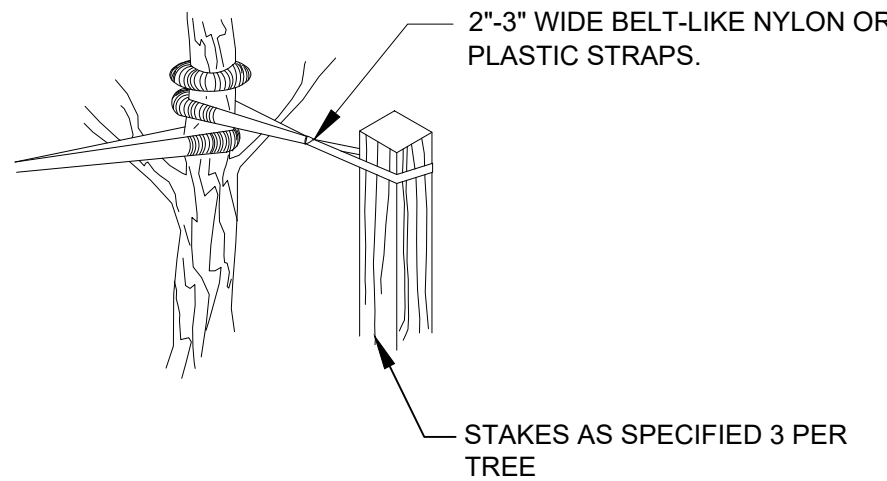
NOTE:  
ORIENT STAKING/GUYING TO PREVAILING  
WINDS, EXCEPT ON SLOPES GREATER  
THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING  
ORIENTATION FOR ALL PLANTS WITHIN  
EACH GROUPING OR AREA

STAKING/GUYING LOCATION



GUYING DETAIL

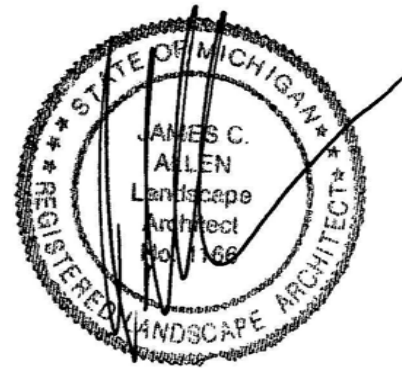


STAKING DETAIL

## TREE STAKING DETAIL

Not to scale

Seal:



Title:

Landscape Details

Project:

Summerfield Point Estates  
Genoa Township, Michigan

Prepared for:

Healy Homes, LLC  
3696 Sleeth Road  
Commerce Township, Michigan 48382

Revision:

Review  
Revised

Issued:

October 5, 2022  
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Job Number:

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Drawn By:

jca

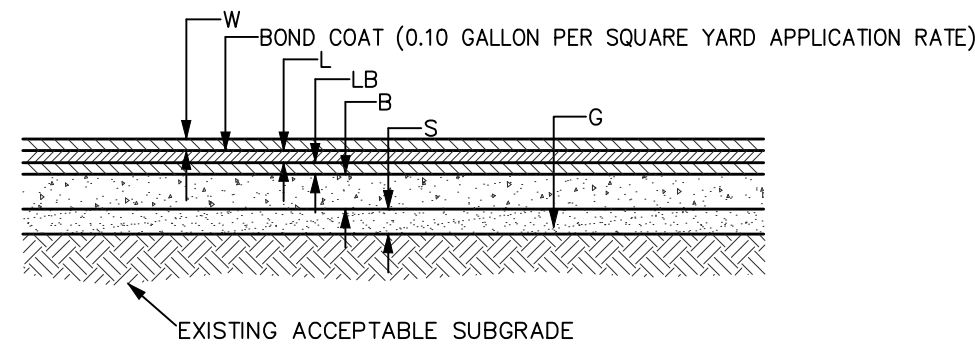
Checked By:

jca

Sheet No.



L-3



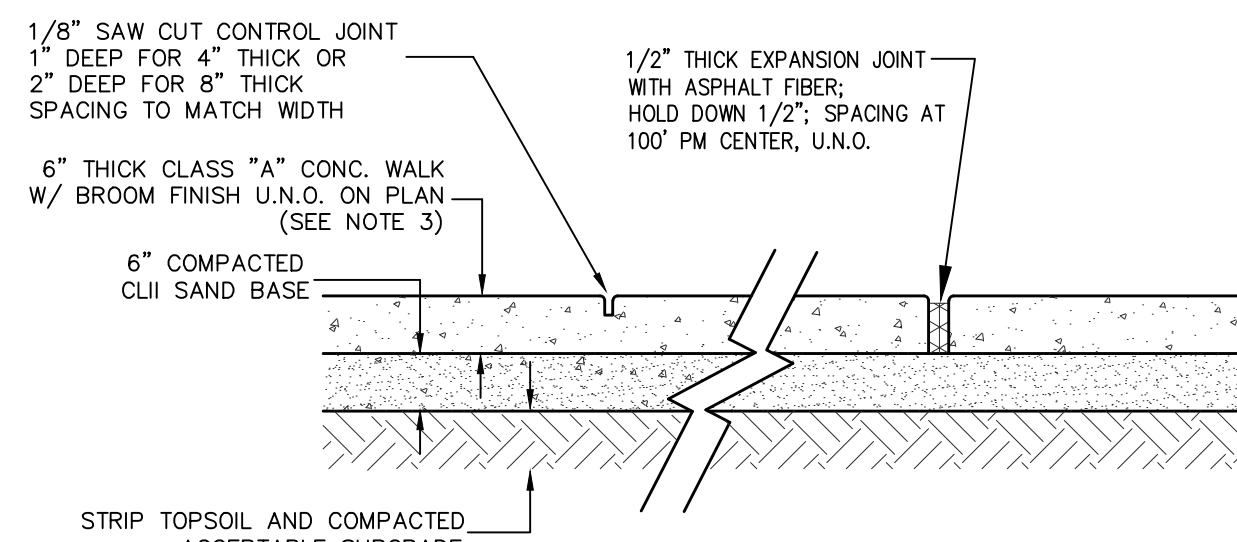
## LAWSON ROAD BITUMINOUS PAVEMENT CROSS SECTION

NOT TO SCALE

KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
W	WEARING COURSE	MDOT 5E3	1.5"
L	LEVELING COURSE	MDOT 4E3	1.5"
LB	LEVELING BASE COURSE	MDOT 3E3	N/A
B	AGGREGATE BASE	MDOT 22AA	8"
S	GRANULAR SUBBASE	MDOT CLASS II	10"
G	GEOGRID	N/A	N/A

### PAVEMENT NOTES:

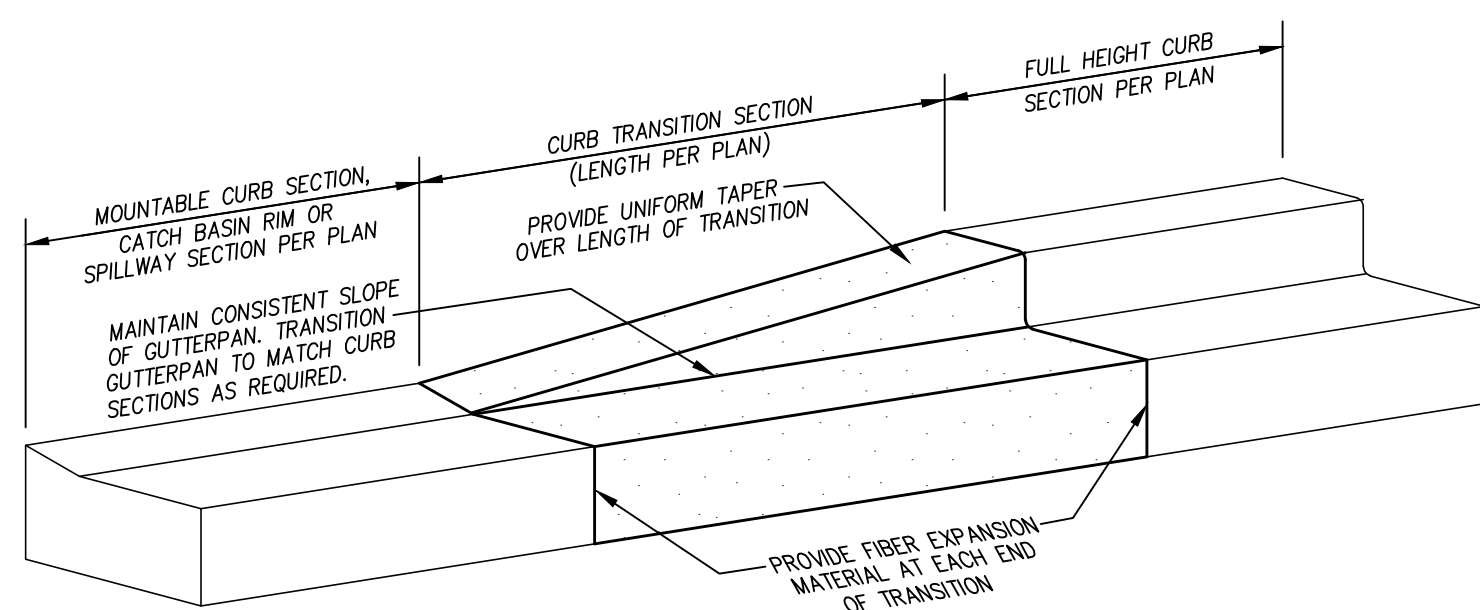
- ABOVE CROSS SECTION APPLICABLE TO PROPOSED PRIVATE PAVEMENT WITHIN PROPOSED LAWSON DR. RIGHT OF WAY.
- THE RECOMMENDED PG BINDER FOR THIS REGION IS PG 64-28 BASED ON MDOT'S HMA SELECTION GUIDELINES.
- UNSUITABLE SOILS SUCH AS MUCK, PEAT, MARL, TOPSOIL, SILT OR OTHER UNSTABLE MATERIALS SHALL BE UNDERCUT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



## SIDEWALK CROSS SECTION

NOT TO SCALE

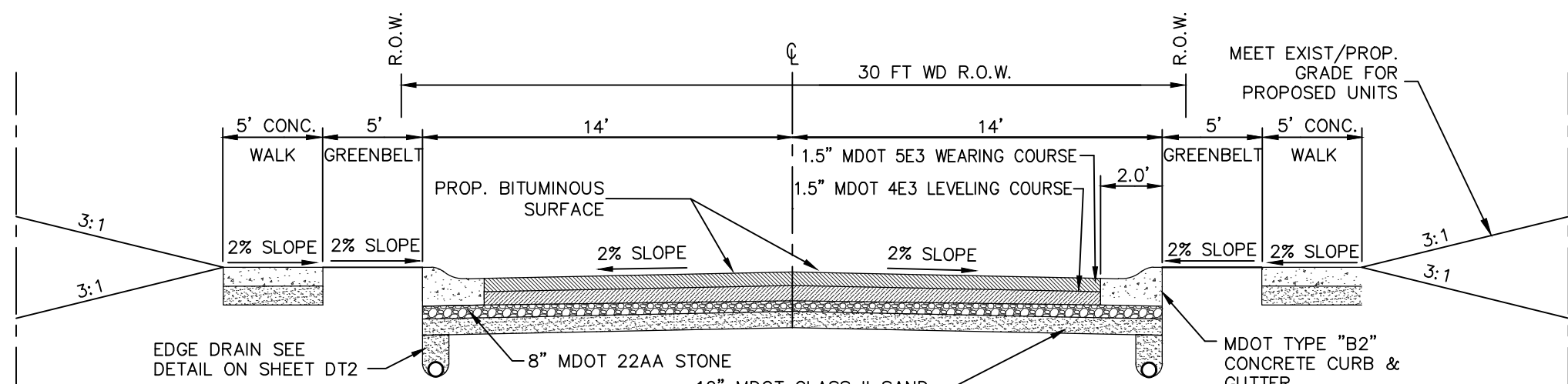
- SEE PLAN FOR WIDTH OF SIDEWALK.
- PROVIDE CONCRETE TYPE PER LOCAL CODE. (3500 PSI AIR ENTRAINED)
- 6" THICK CLASS "A" CONC. SHALL BE PROVIDED AT ALL DRIVEWAY ACCESS CROSSINGS.



## CURB TRANSITION DETAIL

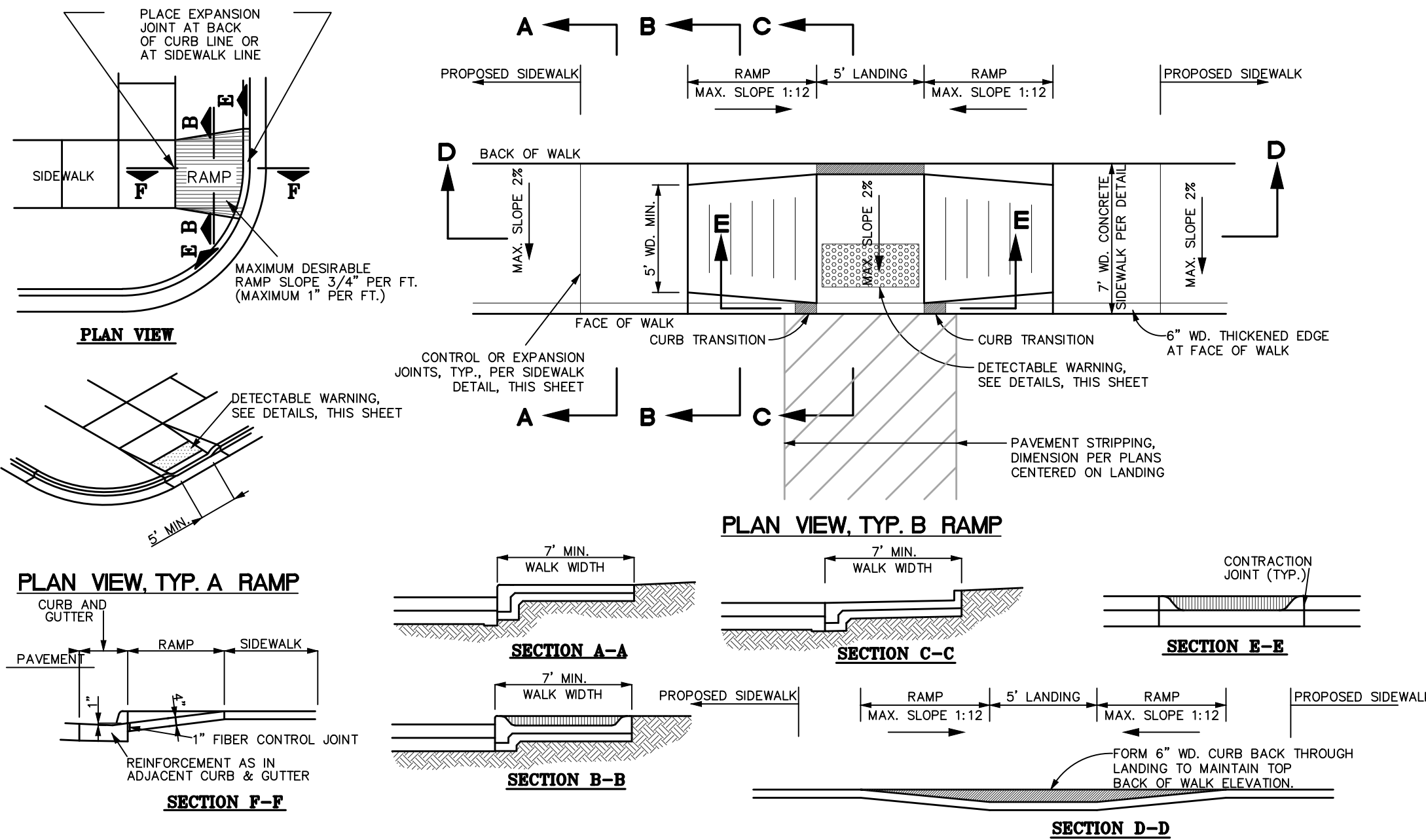
NOT TO SCALE

- CURB TRANSITIONS SHALL BE SMOOTH. PROVIDE SPECIAL FORMING AND LABOR IF NEEDED. CURB TRANSITIONS ARE INCIDENTAL TO CURB WORK.
- CONTRACTOR SHALL ADJUST THE ELEVATION OF THE TOP OF CURB AS NEEDED TO MAINTAIN THE GUTTER LINE AT A CONSTANT SLOPE BETWEEN THE DIFFERENT CURB CROSS SECTIONS.
- WHEN PRESENT, THE CURB TRANSITION MAY BEGIN AT A CATCH BASIN OR PAVED SPILLWAY SECTION.



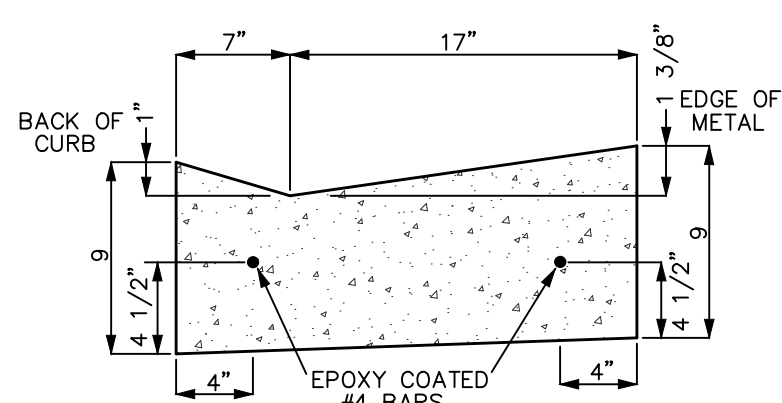
## TYPICAL CROSS SECTION FOR LAWSON DRIVE & SUMMER RIDGE DRIVE PRIVATE ROADS

NOT TO SCALE



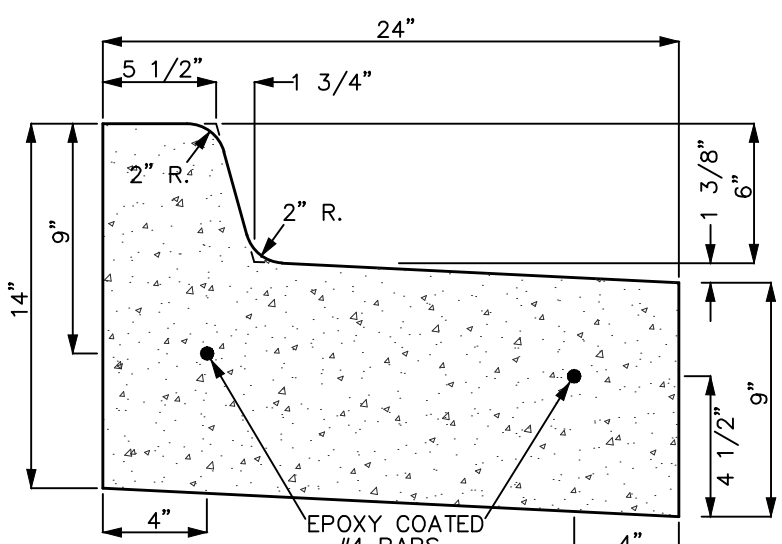
## BARRIER FREE RAMP DETAILS

NOT TO SCALE



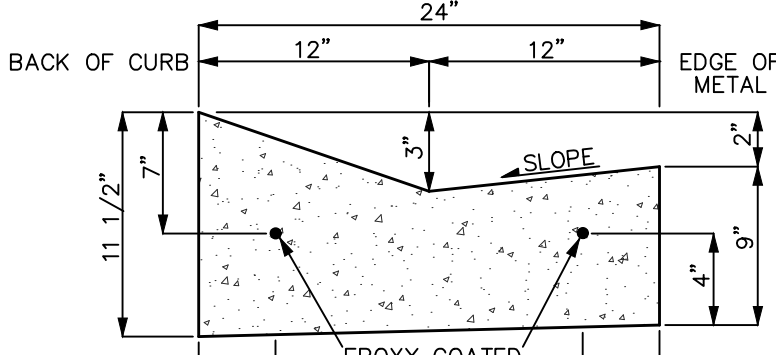
## GUTTER PAN DETAIL FOR TYPE F4 CURB

NOT TO SCALE



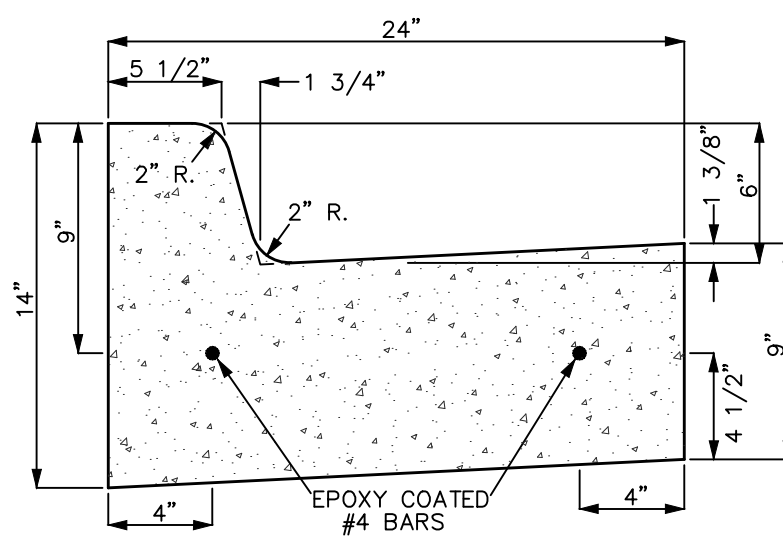
## MDOT TYPE F4 CURB REVERSE PITCH

NOT TO SCALE



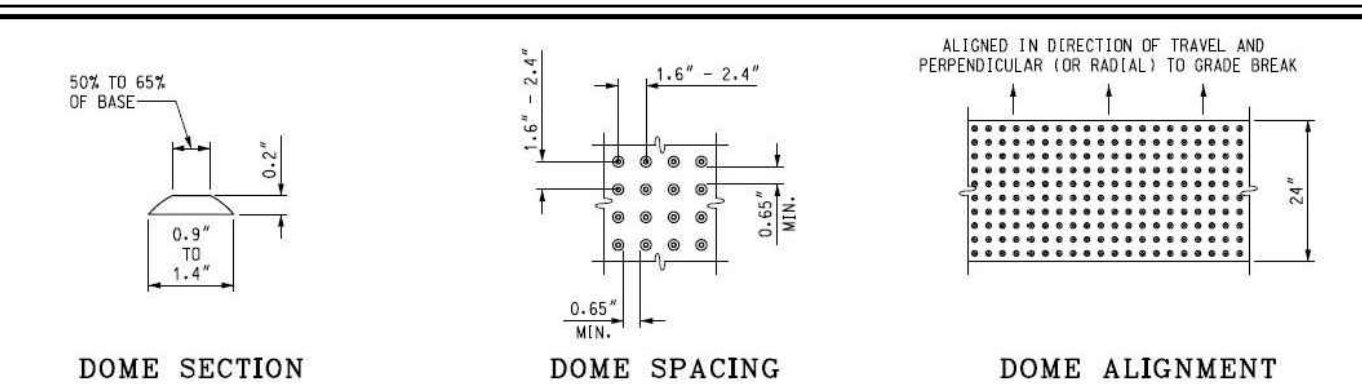
## 3" MOUNTABLE CURB

NOT TO SCALE



## MDOT TYPE F4 CURB

NOT TO SCALE



## DETECTABLE WARNING DETAILS

### NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

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

RAMP SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMP SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SHOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMP WITH A RUNNING SLOPE  $\leq 5\%$  DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE, NOT GREATER THAN  $\pm 2\%$  PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A SIDWALK OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE FOR RADIAL CURB. THE OFFSET IS MEASURED FROM THE ENDS OF THE RADII.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.5% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMP TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMP. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2" ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE PROPOSED CURB LINE, SHALL BE PROVIDED WHERE AN UNRESTRICTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS, WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

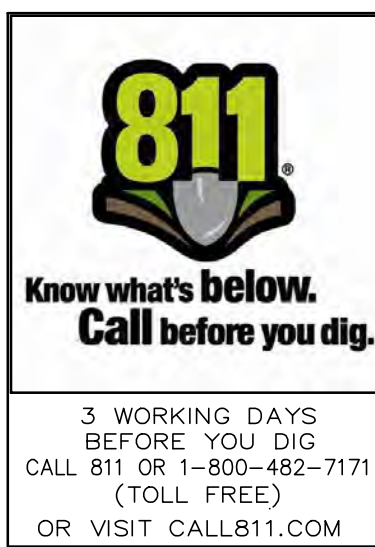
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR			
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS			
DESIGNED BY	12-11-2007	R-28-J	SHEET 1 OF 1
FOR A.S. APPROVAL	PLAN DATE		

### CONCRETE CURB NOTES:

- Refer to the project plans for the proposed locations of the specific curb types.
- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the Private Road Construction Notes and/or Driveway and Parking Lot Construction Notes and the General Notes on the project plans for additional requirements.
- Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. Unless specified otherwise by the Local Municipality, concrete material shall be air-entrained and shall have a minimum 28-day design strength of 3500 psi. Contractor shall submit concrete mix design and aggregate mechanical analysis report to the Local Municipality and Engineer for review and approval prior to use.
- Install transverse contraction control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse contraction control joints in curb with 1" minimum depth at 10' on center. Tool joints in fresh concrete or saw cut within 8 hours.
- Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb as follows: 300' maximum on center, at spring points of intersecting streets and within 10' on each side of catch basins. Transverse expansion control joints shall be 1" thick asphalt fiber joint filler matching entire curb cross section.
- Provide 0.5" asphalt fiber control joint between back of curb and all other concrete structures, such as concrete sidewalks and concrete driveways.
- Curb Contractor shall provide final adjustment of catch basin castings in curb line. Castings shall be tucked pointed to structure water tight with concrete or mortar inside and outside of casting.
- Install curb cuts for all existing and proposed sidewalks and pedestrian ramps in accordance with the American Disabilities Act and the Barrier Free Design requirements of the appropriate Local, County and/or State Agency. Install curb cuts for all existing and proposed vehicular ramps and drives as noted on the project plans.

### GENERAL NOTES:

- Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
- Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
- Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
- Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
- Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
- Contractor shall contact the MISS DIG locating system, or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
- The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation submitted and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
- During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
- Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
- Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
- All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
- Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
- When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
- Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
- Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
- Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.



DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS
CHECK: WMP			

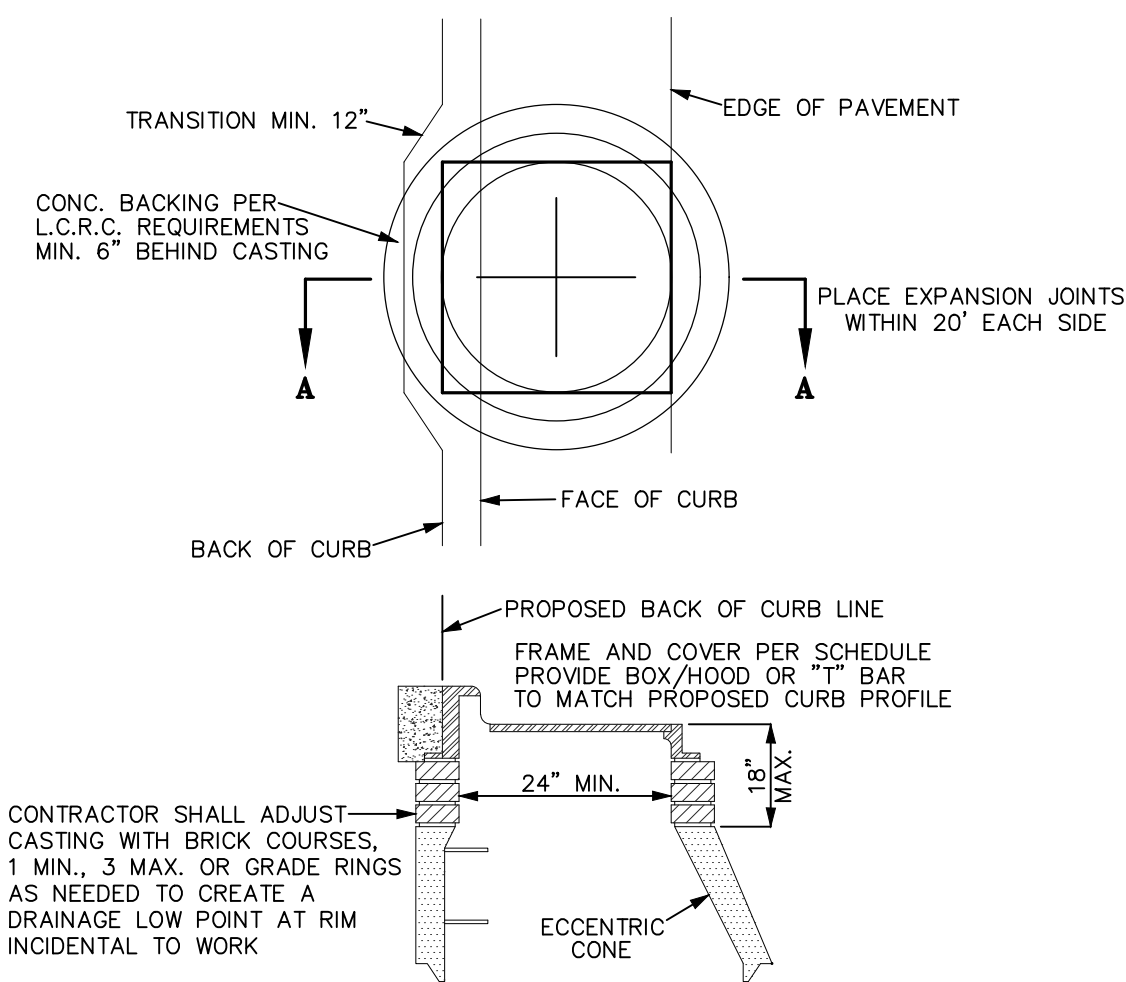
REVISION #	DATE	REVISION-DESCRIPTION

SUMMERFIELD  
POINT PUD

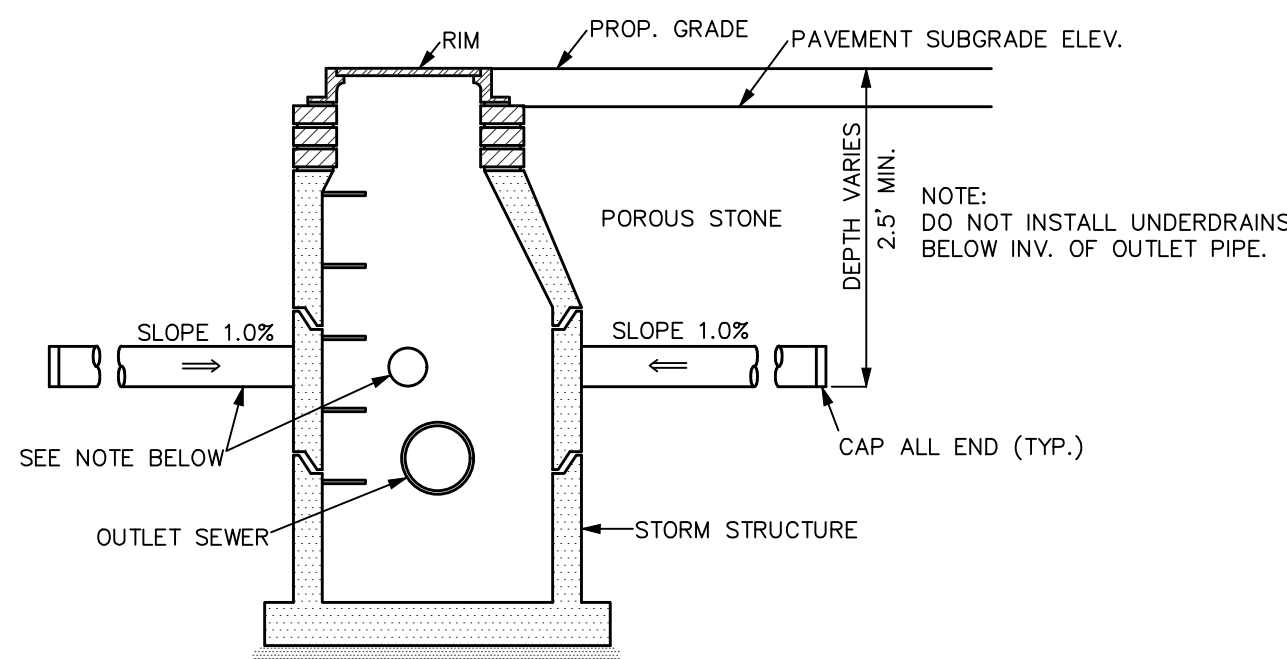
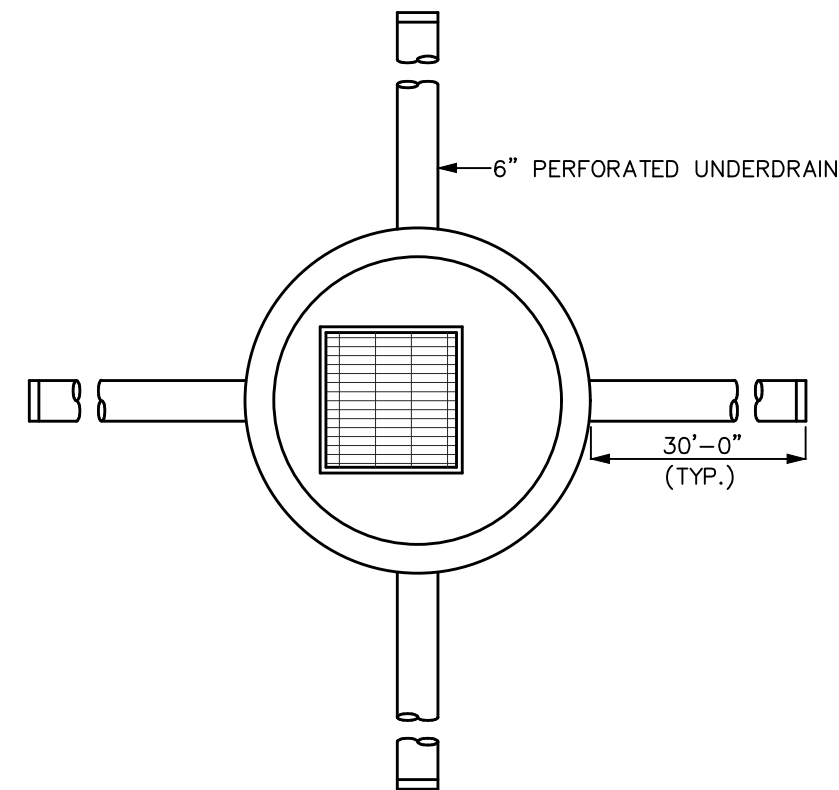
PAVEMENT NOTES & DETAILS

CLIENT:	SCALE:	AS NOTED
HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.:	214159
3696 SLEETH RD,	DWG NAME:	4159 DT
COMMERCE TOWNSHIP, MI 48382	ISSUED:	FEB. 14, 2025
(248) 684-1699		

DT1



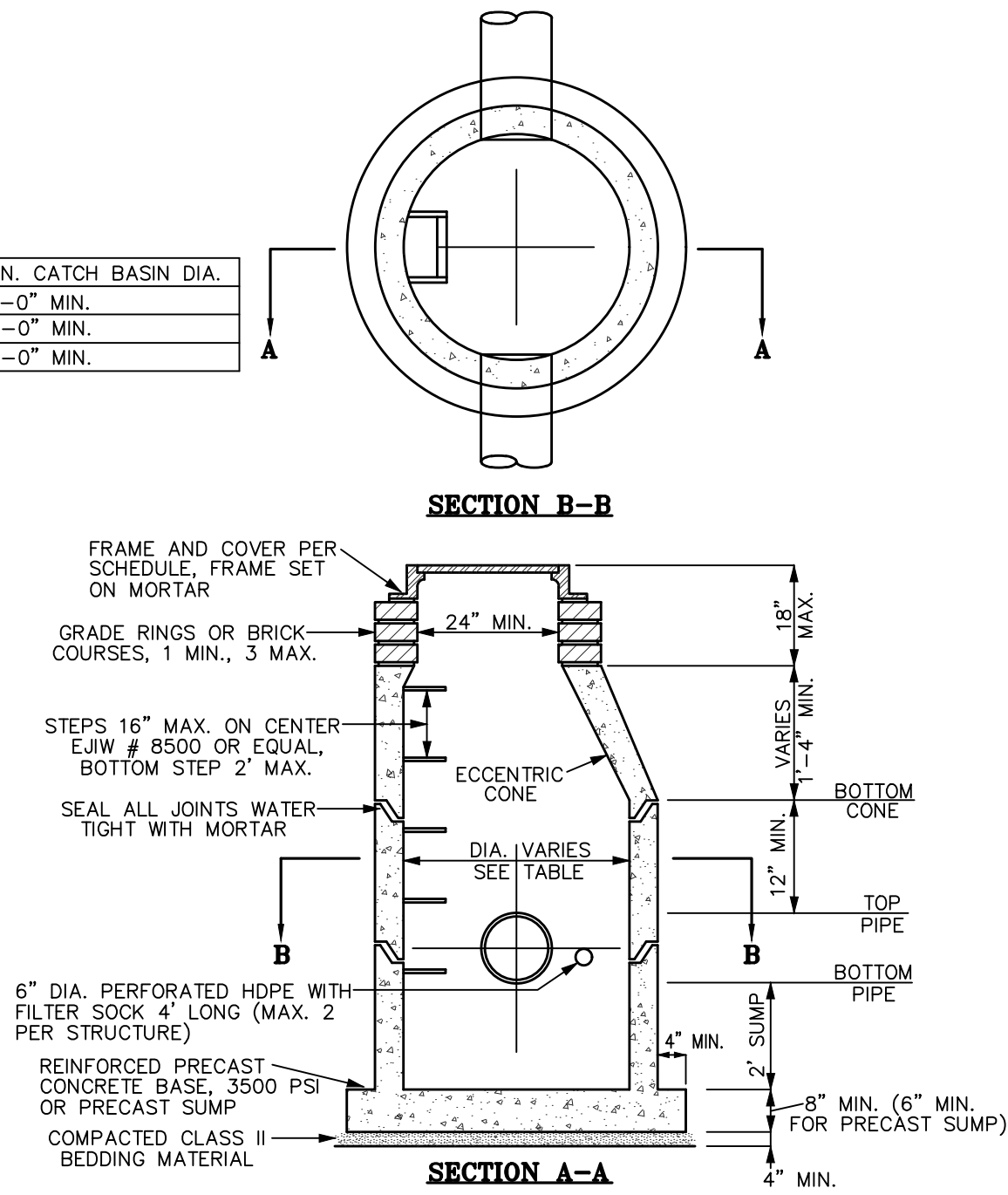
**CURB LINE CASTING DETAIL**  
NOT TO SCALE



**UNDER DRAIN CONNECTION DETAIL**  
NOT TO SCALE

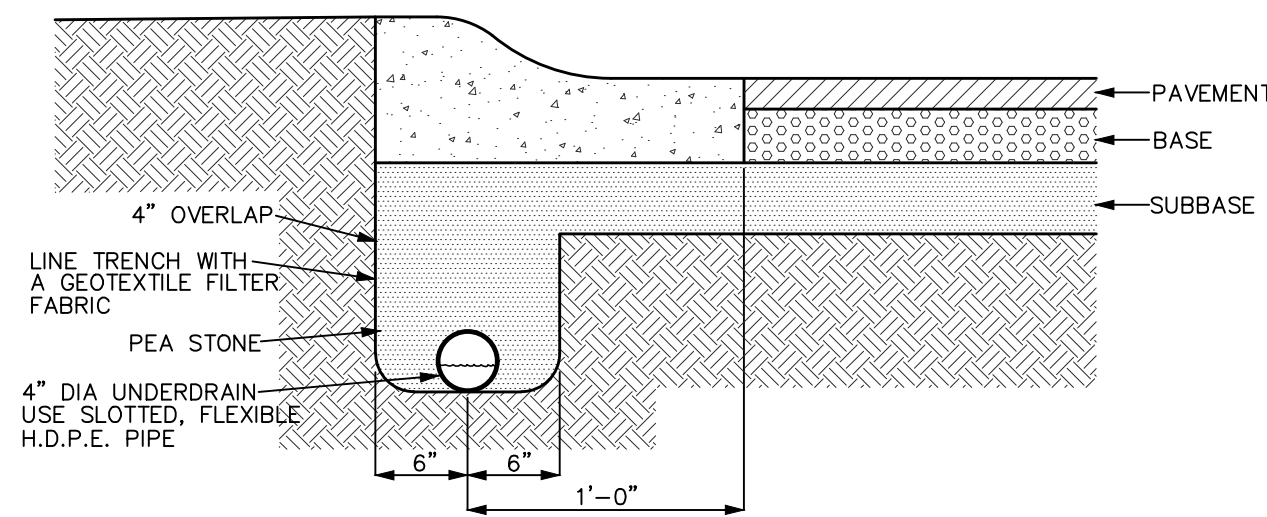
UNDERDRAIN NOTES:  
FINGER DRAIN TO BE 6" DIA. PERFORATED PLASTIC PIPE LAID AT 1.0%  
SLOPE WITH UPSTREAM ENDS PLUGGED. POROUS STONE (PEA STONE)  
SHALL EXTEND FROM 4" BELOW UNDERDRAIN TO THE UNDERSIDE OF  
PAVEMENT SUBGRADE FOR THE LENGTH OF THE UNDERDRAIN. PROTECT  
ALL FROM HEAVY TRAFFIC AFTER INSTALLATION.

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



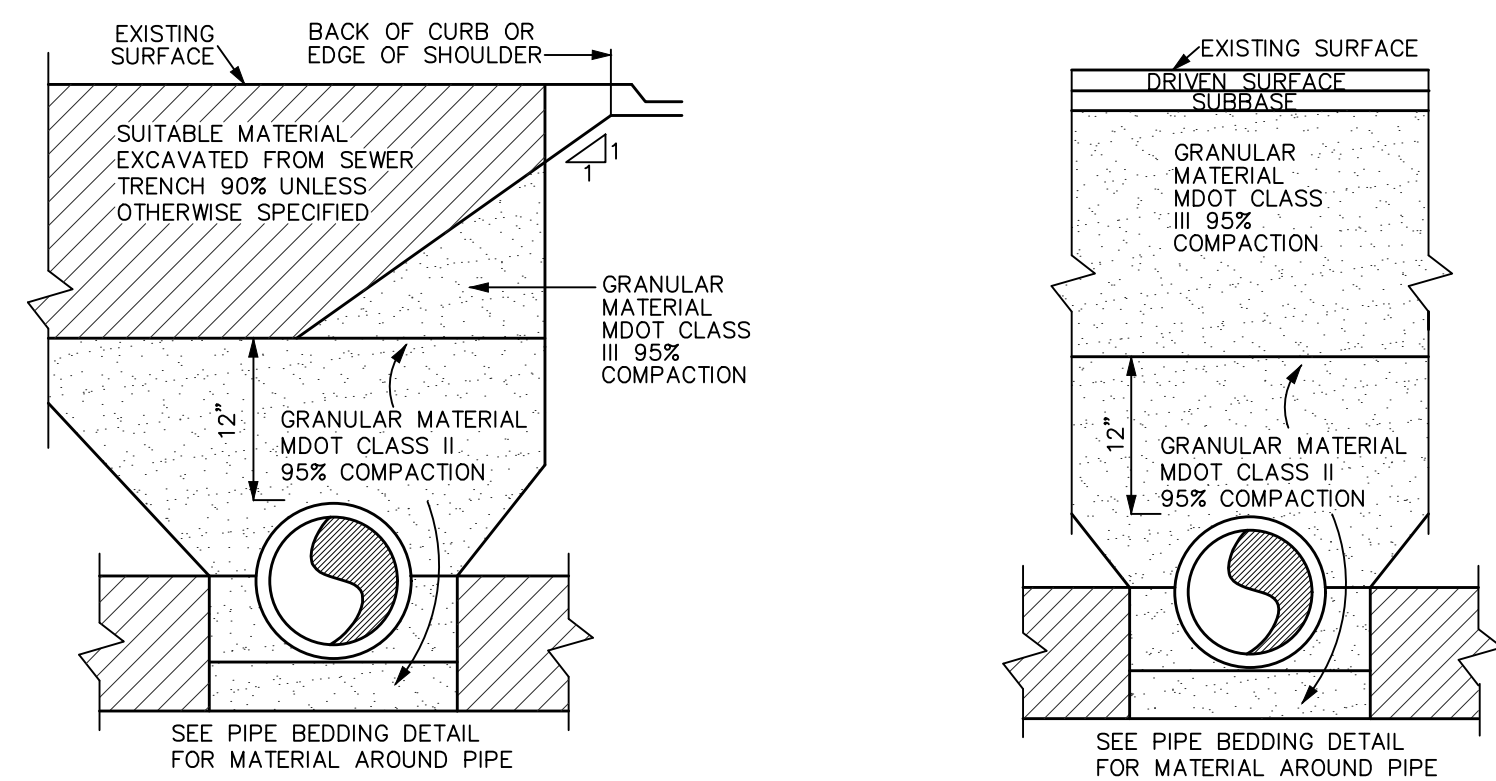
**CATCH BASIN**  
NOT TO SCALE

- NOTES:
- FURNISH LARGER STRUCTURE DIAMETER AS NEEDED TO MAINTAIN 6" MIN. CLEAR BETWEEN PIPE OPENINGS.
  - FURNISH LOW PROFILE STRUCTURE ONLY WHEN NECESSARY TO MAINTAIN PROPER CLEARANCE ABOVE PIPES.



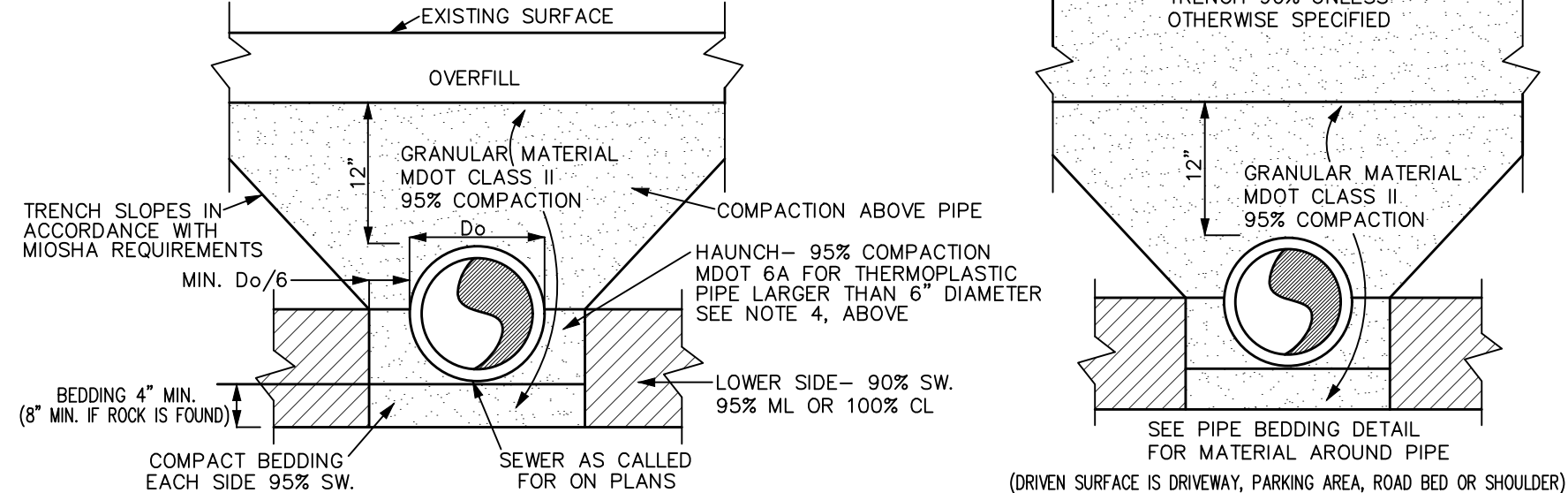
**UNDERDRAIN DETAIL**  
NOT TO SCALE

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



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

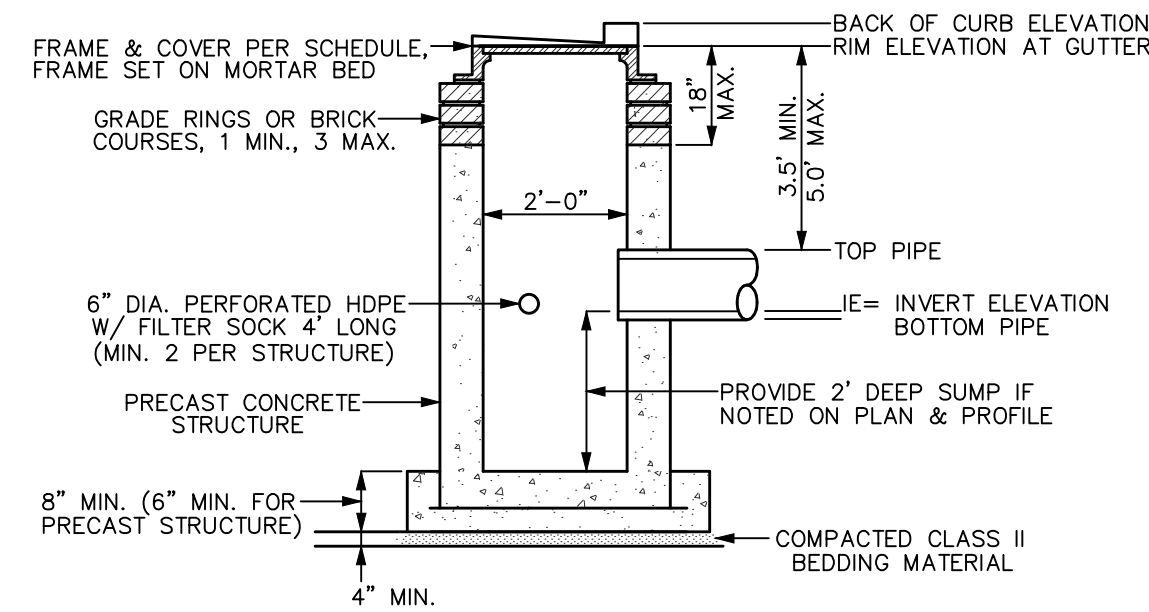
- NOTES:
- COMPACTION PRESENTED AS STANDARD PROCTOR VALUES.
  - SOIL TYPES AASHTO DESIG.  
GRAVEL SANDY (SW) A1, A3  
SANDY SILTY (ML) A2, A4  
SILTY CLAY (CL) A5, A6, A7
  - SOIL IN HAUNCH AND LOWER SIDE ZONES OUTSIDE OF  $D_o/6$  FROM SPRING LINE SHALL BE COMPACTIONED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.
  - MATERIALS AROUND THERMO. PLASTIC PIPE WITH DIAMETER 6 INCHES SHALL PASS 0.5 INCH SIEVE. MATERIALS AROUND OTHER PIPES SHALL PASS 1.5 INCH SIEVE.



**PIPE BEDDING DETAIL**  
NOT TO SCALE

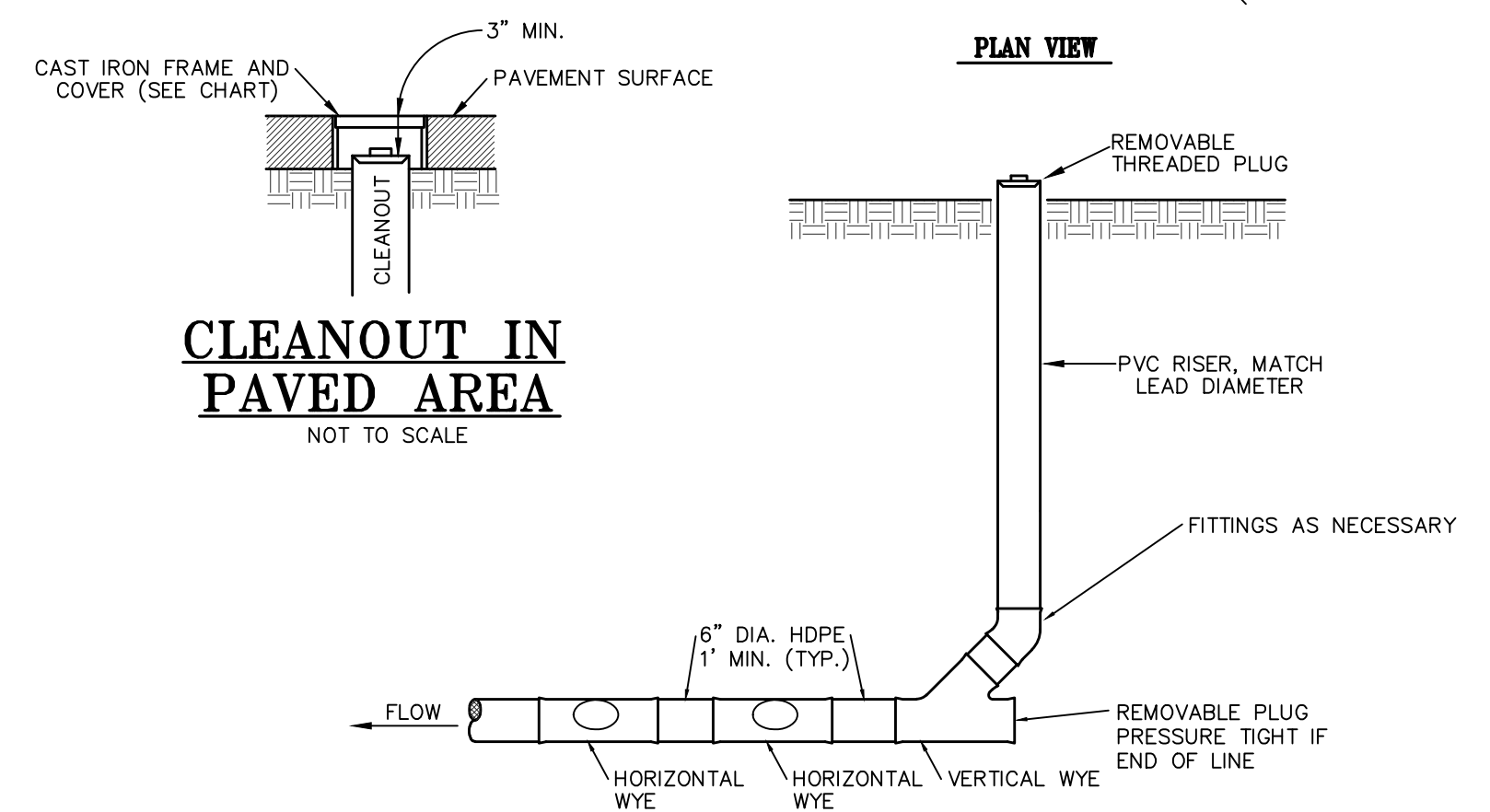
**TRENCH B - PIPE NOT UNDER DRIVEN SURFACES**  
NOT TO SCALE

**TRENCH DETAILS**  
NOT TO SCALE



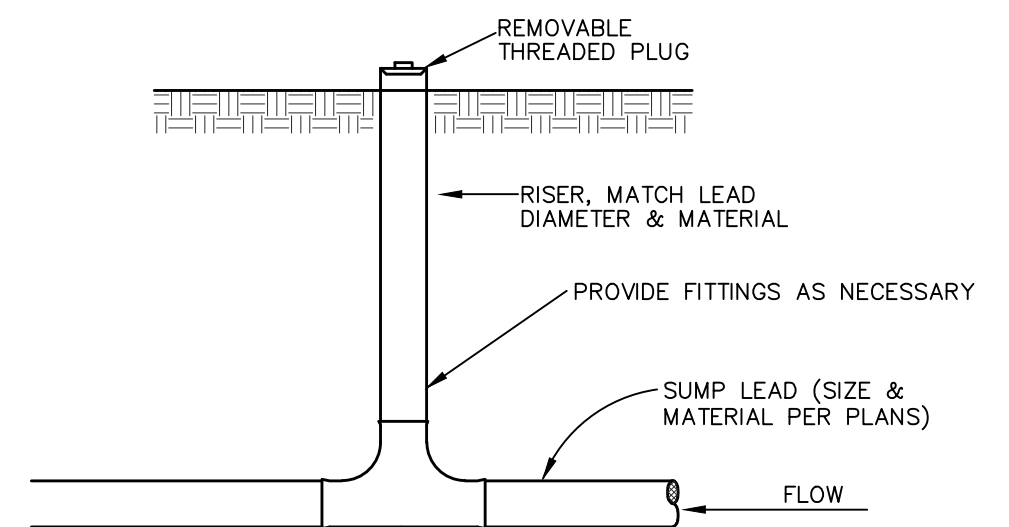
**2' DIAMETER CATCH BASIN**  
NOT TO SCALE

CLEANOUT DIA.	FRAME AND COVER
4"-8"	EJW 1578
10"-18"	EJW 1040Z-A-SANITARY



**CLEANOUT IN PAVED AREA**  
NOT TO SCALE

**SUMP LEAD CLEANOUT AT END OF LEAD**  
NOT TO SCALE



**TWO-WAY CLEANOUT FOR SUMP LEAD**  
NOT TO SCALE

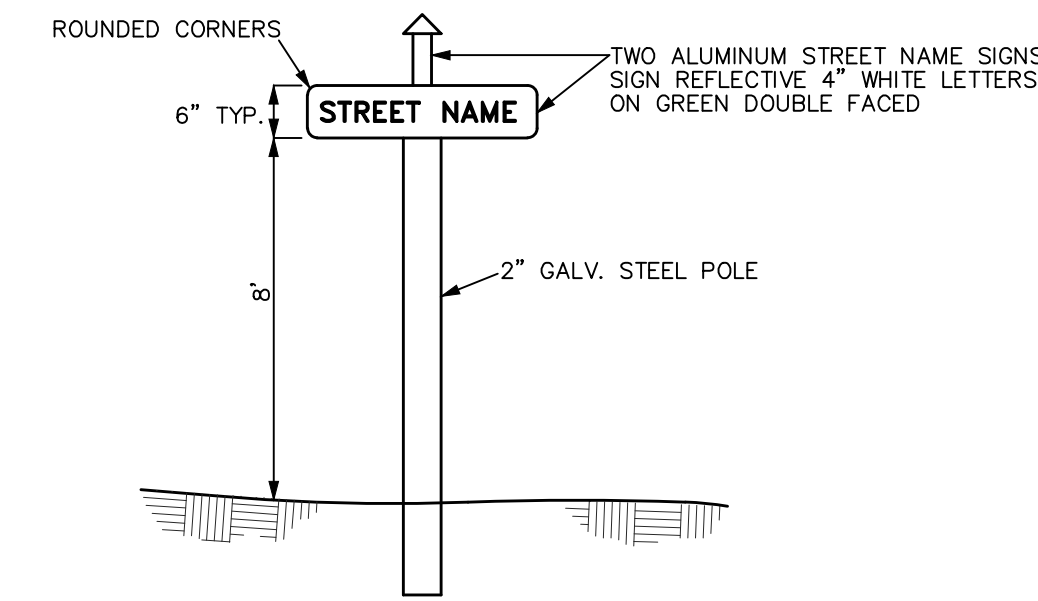
DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

SUMMERFIELD  
POINTE PUD

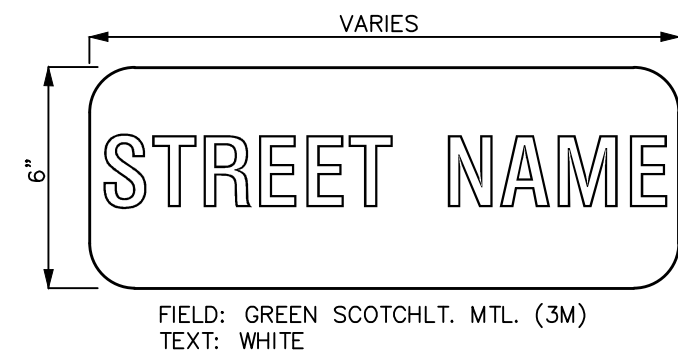
STORM SEWER  
NOTES & DETAILS

CLIENT:	SCALE: AS NOTED
HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD, COMMERCE TOWNSHIP, MI 48382 (248) 684-1699	PROJECT No.: 214159 DWG NAME: 4159 DT ISSUED: FEB. 14, 2025

**DT2**

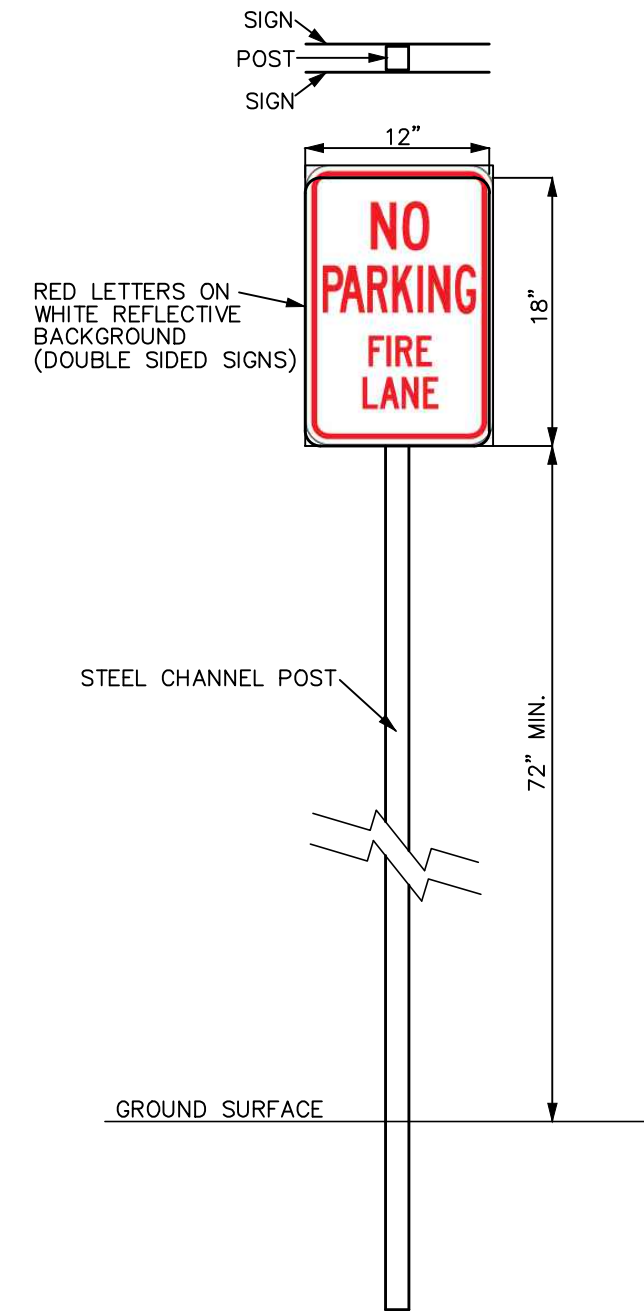


**STREET NAME SIGN DETAIL**  
NOT TO SCALE



**SIGN PANEL DETAIL**  
NOT TO SCALE

- NOTES:
1. SIGN PANEL TO BE 12 GA. SINGLE FACE. MOUNT W/2 1/4" SOCKET HEAD BOLTS AND CEMENT ANCHORS, IF WALL MOUNTED.
  2. ALL SIGNS TO BE SHOP FABRICATED, PRIMED AND PAINTED PRIOR TO SHIPMENT. TEXT TYPE FACE TO BE HELVETICA REG. CONDENSED. SIGN PANELS PAINTED WITH 2-PART EPOXY ENAMEL; 2 COATS PAINT 1-COAT PRIMER, COLOR AS INDICATED. FRONT AND BACK PRIOR TO SCOTCHLIT
  3. PROVIDE GREEN STEEL SIGN POLE AND HARDWARE AS NEEDED FOR COMPLETE INSTALLATION. SEE SITE PLAN FOR QUANTITY AND LOCATION.

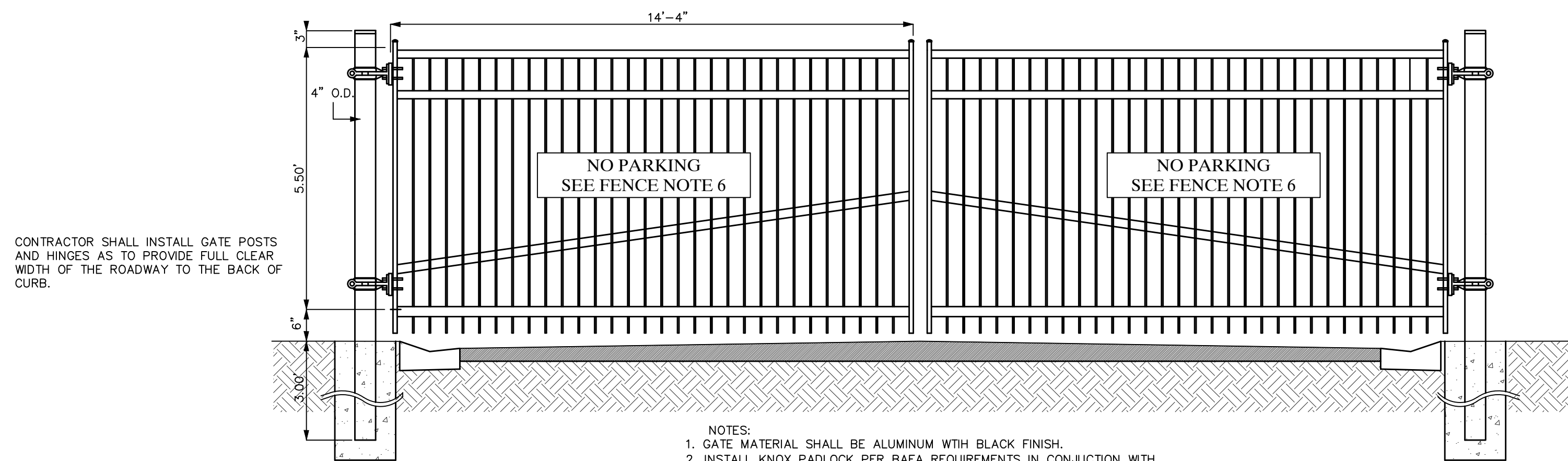


**FIRE LANE SIGN POST DETAIL**  
NOT TO SCALE

**SIGN SCHEDULE**

SIGN	KEY	SIZE (W x H)	TYPE OR MOUNT	MOUNTING HEIGHT	QUANTITY
	FIRE LANE	12' x 18'	POST MOUNTED	6'-0"	38
	RI-1	30" x 30"	POST MOUNTED	7'-0"	3
	W14-2	30" x 30"	POST MOUNTED	7'-0"	1

- ♦ADDITIONAL FIRE LANE SIGNAGE MAY BE REQUIRED BY THE LOCAL FIRE DEPARTMENT AUTHORITY.  
♦SEE SHEETS SP1 AND SP2 OF PLANS FOR FIRE LANE SIGN LOCATIONS.



**EMERGENCY ACCESS GATE DETAIL**  
NOT TO SCALE

**FENCE NOTES:**

1. The fence shall be a decorative commercial grade 3-rail aluminum fence with square posts, rectangular rails and square pickets.
2. The fence finish shall be black powder coat or E-coat applied by the fence Manufacturer.
3. All hardware shall either stainless steel or hot dipped galvanized with a black finish matching the fence components.
4. The fence shall be maintenance free and shall be provided with a Manufacturer's warranty that covers the structural components and the finish of the fence for a period of not less than 20 years.
5. The fence shall be assembled and installed in accordance with the Manufacturer's Specifications including proper coating and/or refinishing of drilled components.
6. White reflective signage the Red letters a minimum of 2" tall, shall be affixed to both sides of both halves of the gate. The signs must read "NO PARKING, EMERGENCY VEHICLE ACCESS ONLY"
7. The perimeter of each half of the gate shall be marked with red reflective marking tape on both sides to prevent unintended collisions in darkness.

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	SUMMERFIELD POINTE	SIGNAGE AND GATE DETAILS	CLIENT:	SCALE:	AS NOTED	DT3
DRAFT: JHG									HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.:	214159	
CHECK: WMP									3696 SLEETH RD,	DWG NAME:	4159 DT	
									COMMERCE TOWNSHIP, MI 48382	ISSUED:	FEB. 14, 2025	

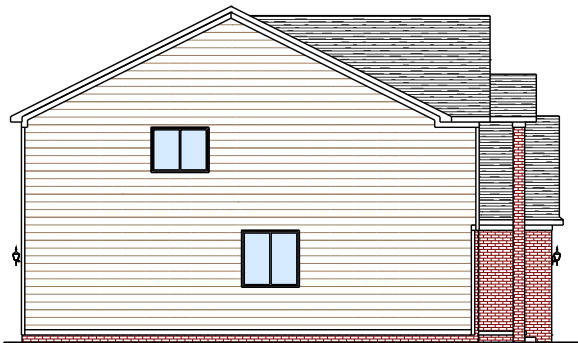
  
**ASBURY HILL**  
**ESTATES**

*The Asbury*

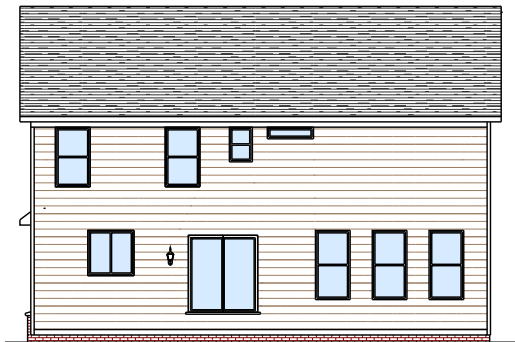
2676 SQ. FT.    (96 SQ. FT. OPTIONAL BONUS ROOM)  
 (120 SQ. FT. OPTIONAL SUNROOM)



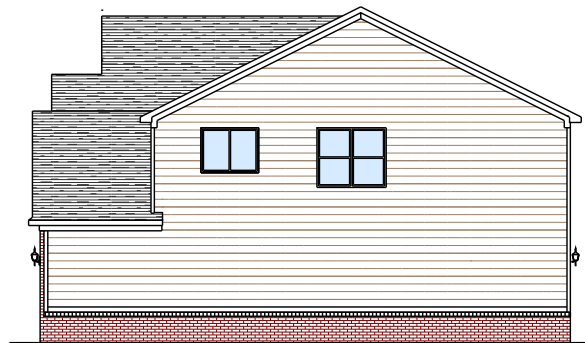
ELEVATION - D



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

Sales Office (248) 773-7572  
 Sales Direct (248) 770-2488  
[www.healyhomes.com](http://www.healyhomes.com)


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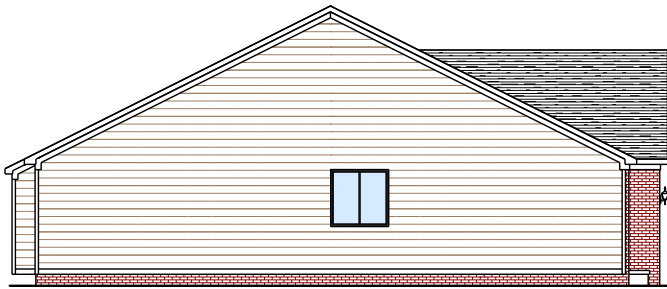
  
**ASBURY HILL**  
**ESTATES**

*The Cherrywood*

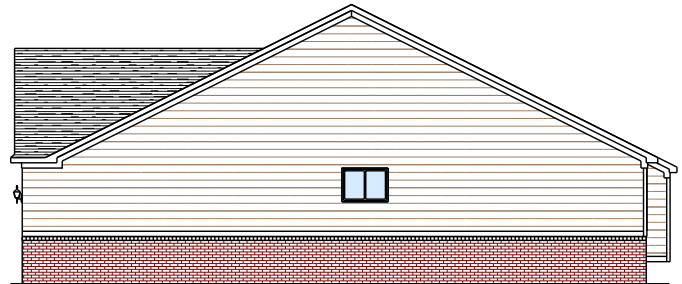
1605 SQ. FT. (120 SQ. FT. SUNROOM)



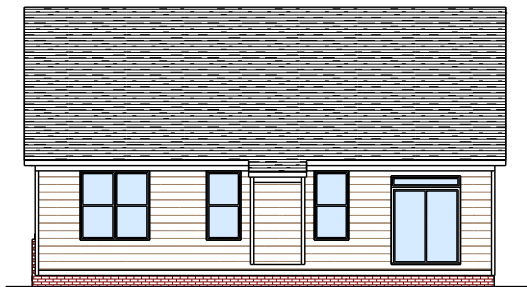
ELEVATION - A



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

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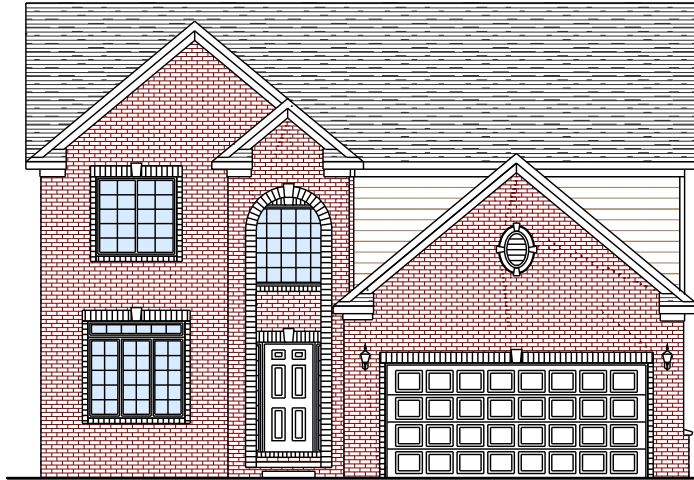

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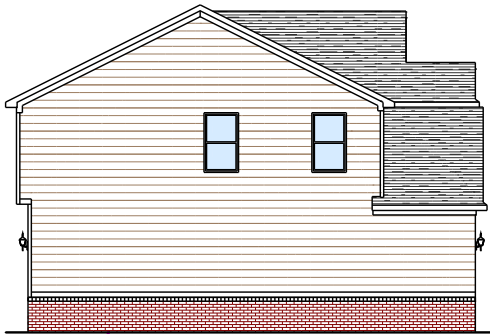
  
**ASBURY HILL**  
**ESTATES**

*The Hudson*

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



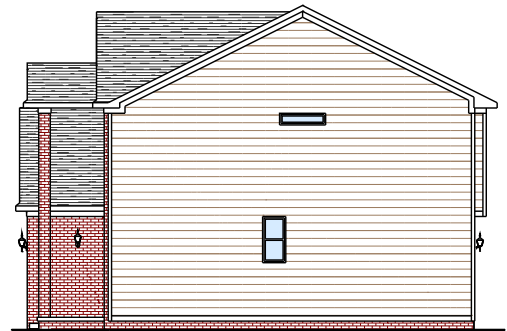
ELEVATION - D



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

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 Sales Direct (248) 770-2488  
[www.healyhomes.com](http://www.healyhomes.com)

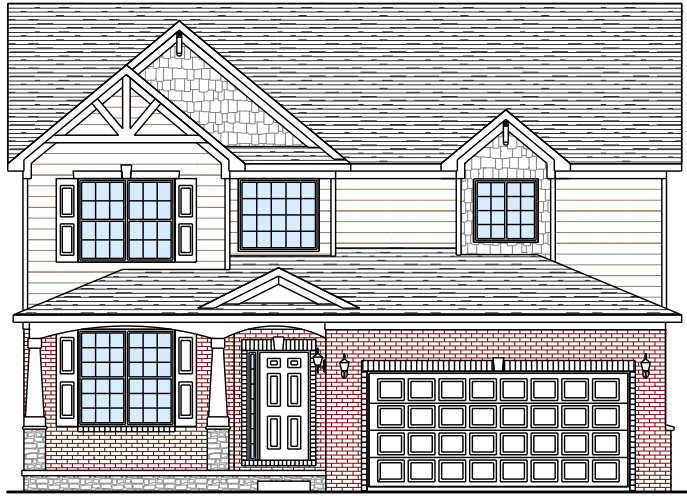
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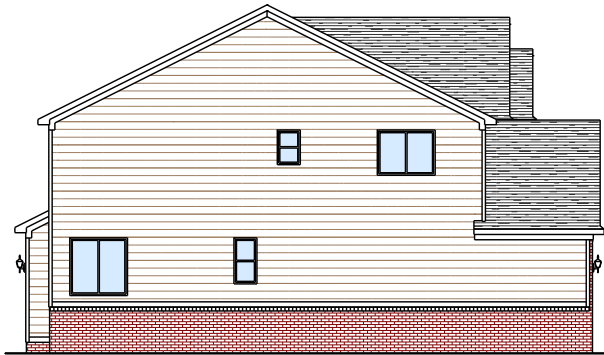
  
**ASBURY HILL**  
**ESTATES**

*The Kent Lake*

2805 SQ. FT. (65 SQ. FT. OPTIONAL BONUS ROOM)



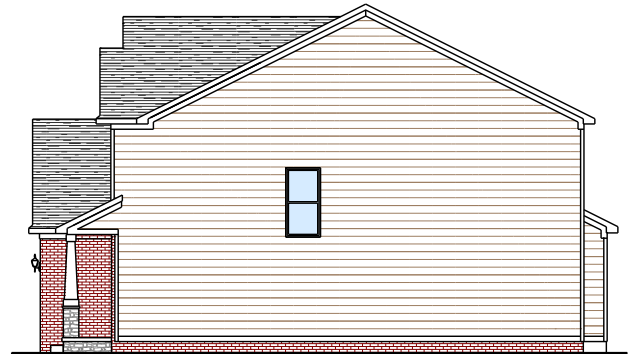
ELEVATION - B2



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

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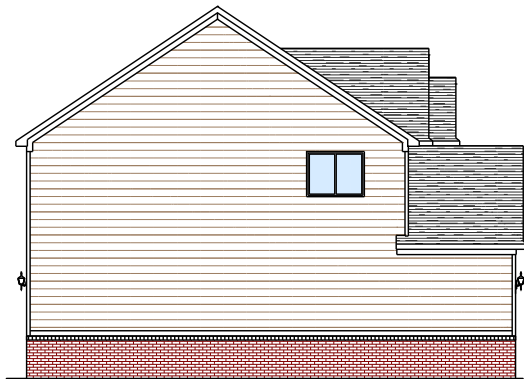
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**ASBURY HILL**  
**ESTATES**

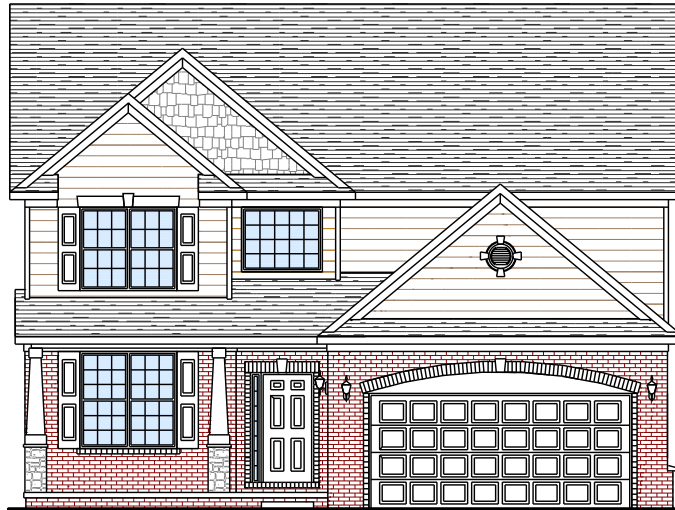
*The Newport*

2400 SQ. FT.

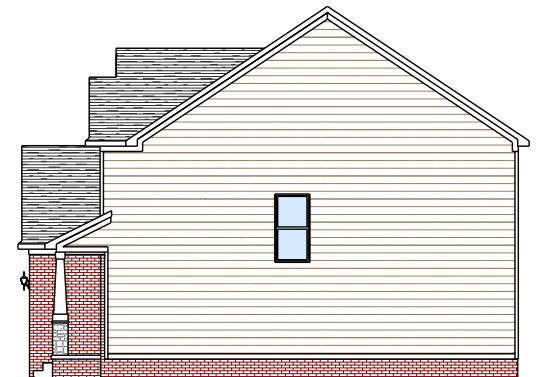
(92 SQ. FT. OPTIONAL BONUS ROOM)  
(120 SQ. FT. OPTIONAL SUNROOM)



LEFT ELEVATION



ELEVATION - B



RIGHT ELEVATION

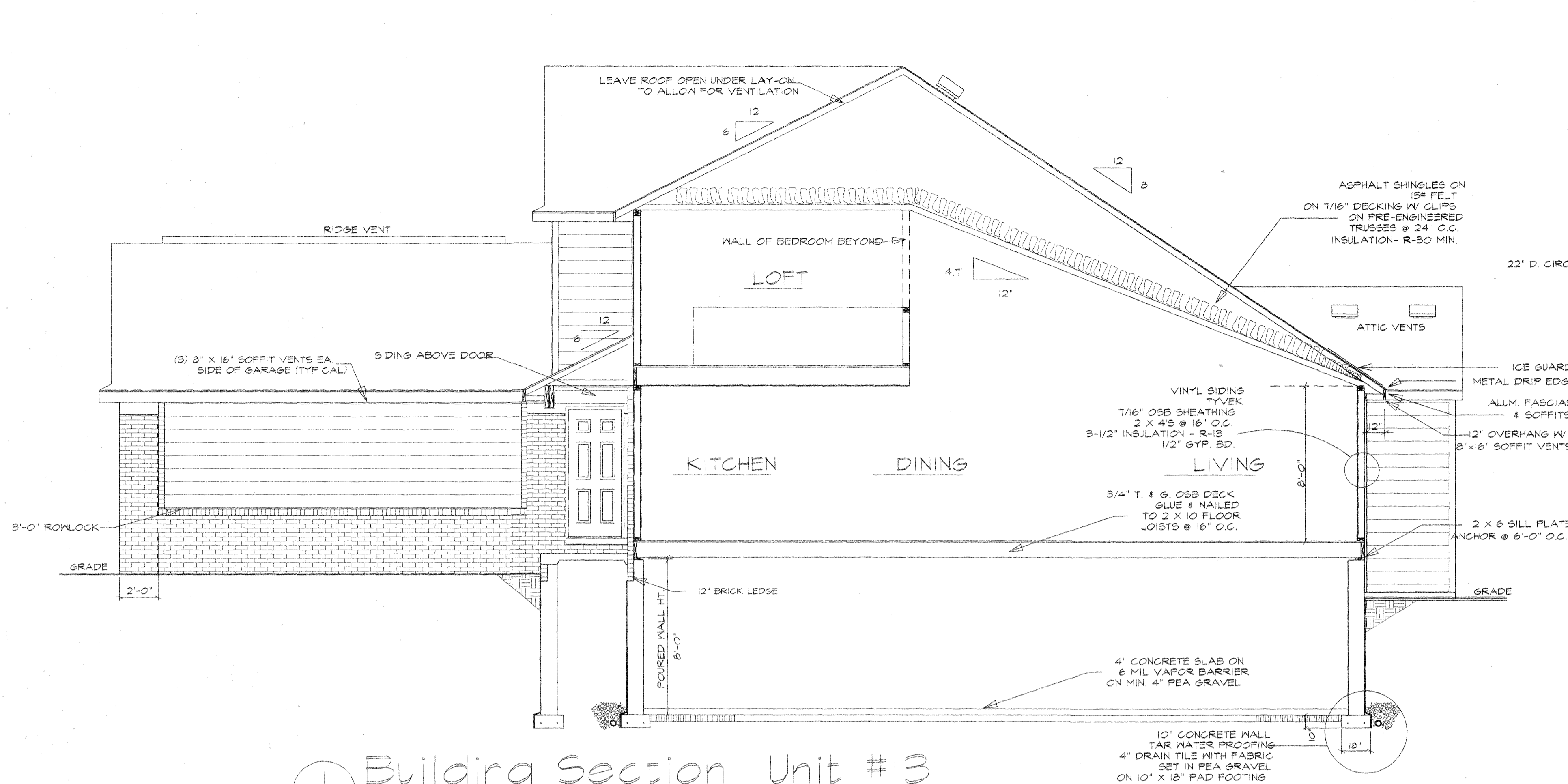


REAR ELEVATION

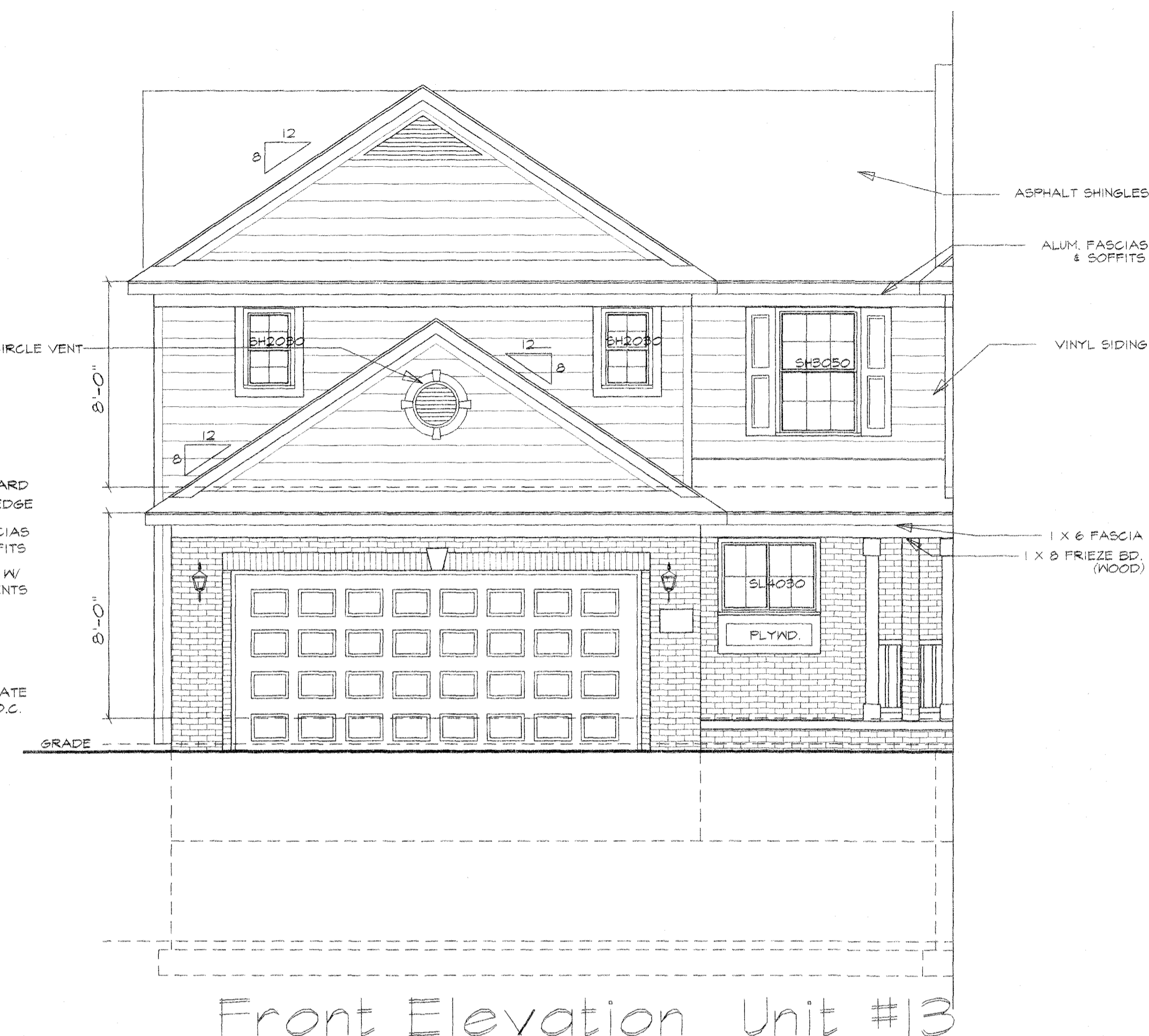
Sales Office (248) 773-7572  
 Sales Direct (248) 770-2488  
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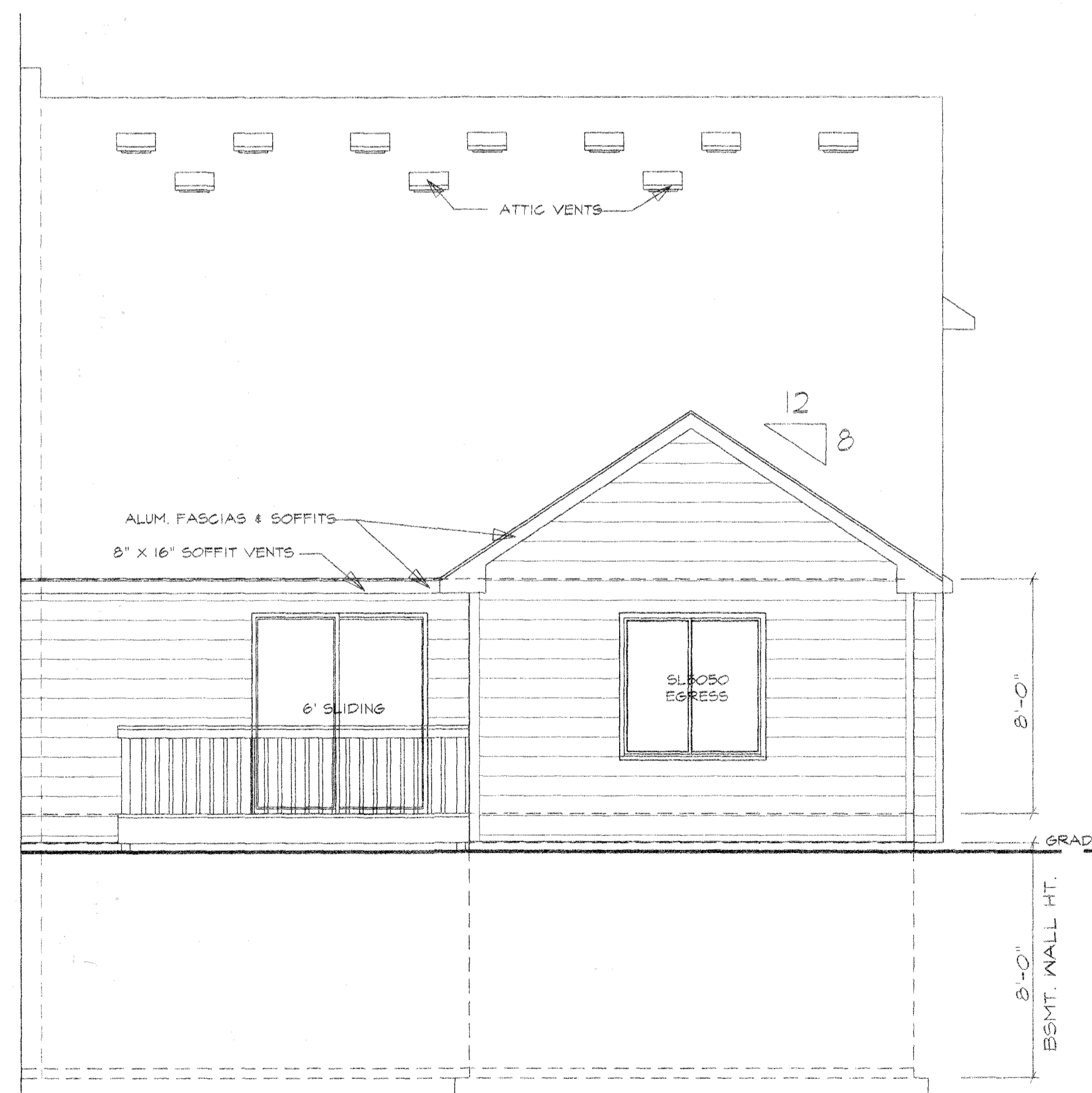
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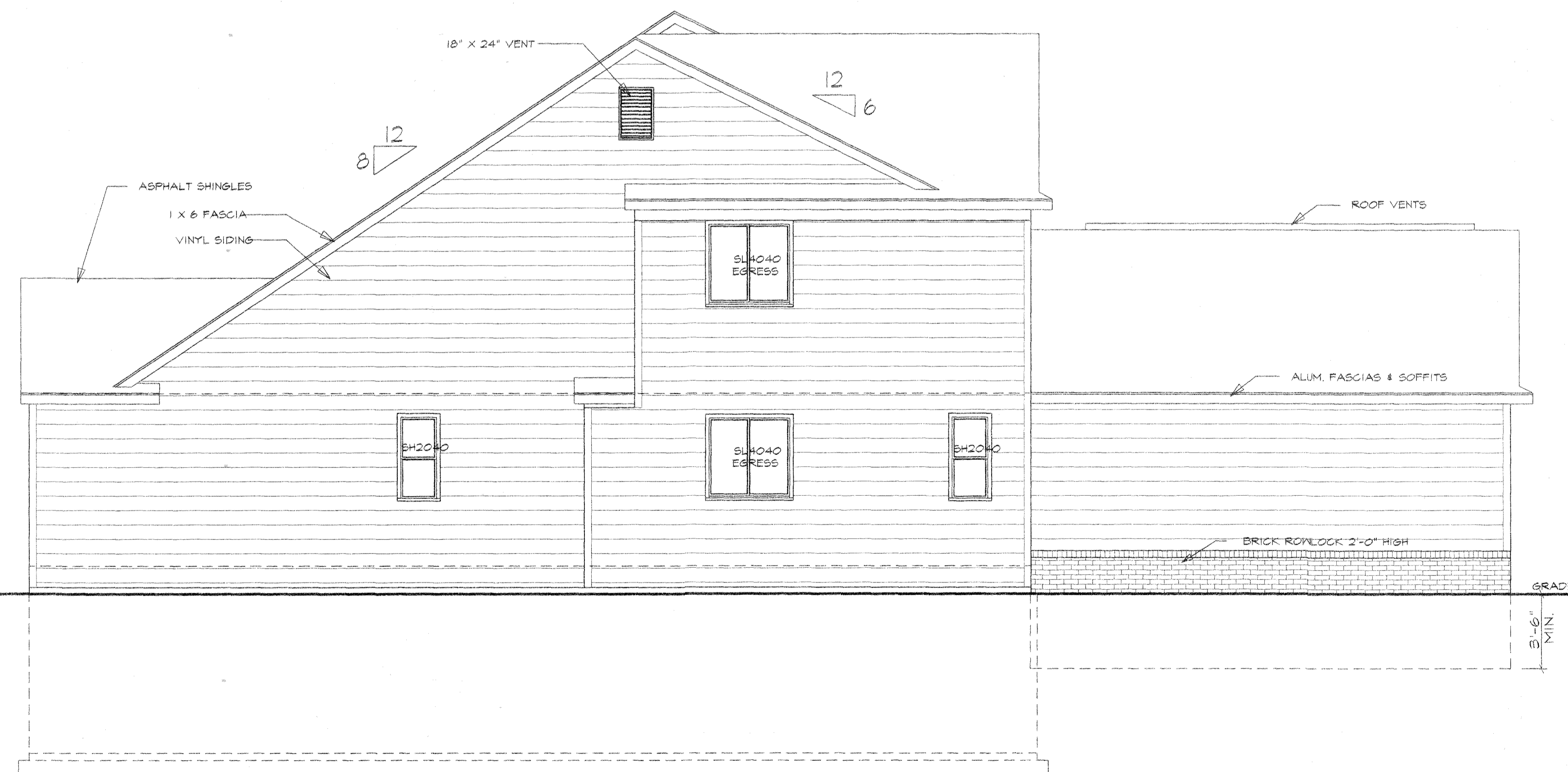
1 Building Section Unit #13  
A4.0 SCALE: 1/4" = 1'-0"



Front Elevation Unit #13  
SCALE: 1/4" = 1'-0"



Rear Elevation Unit #13  
SCALE: 1/4" = 1'-0"



Right Elevation Unit #13  
SCALE: 1/4" = 1'-0"

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

**HealyHomes**  
3646 Sleeth Road  
Farmington Hills, MI 48335  
Office: (248) 884-1649  
Fax: (248) 885-3327  
At Summerfield L.L.C.

AIA, AIA ENGINEERING  
KEVIN TU, P.E.  
CONSULTING ENGINEER - STRUCTURAL  
23045 BRISTOL COURT  
BINGHAM FARMS, MI 48005-4705  
TEL: (248) 251-4465

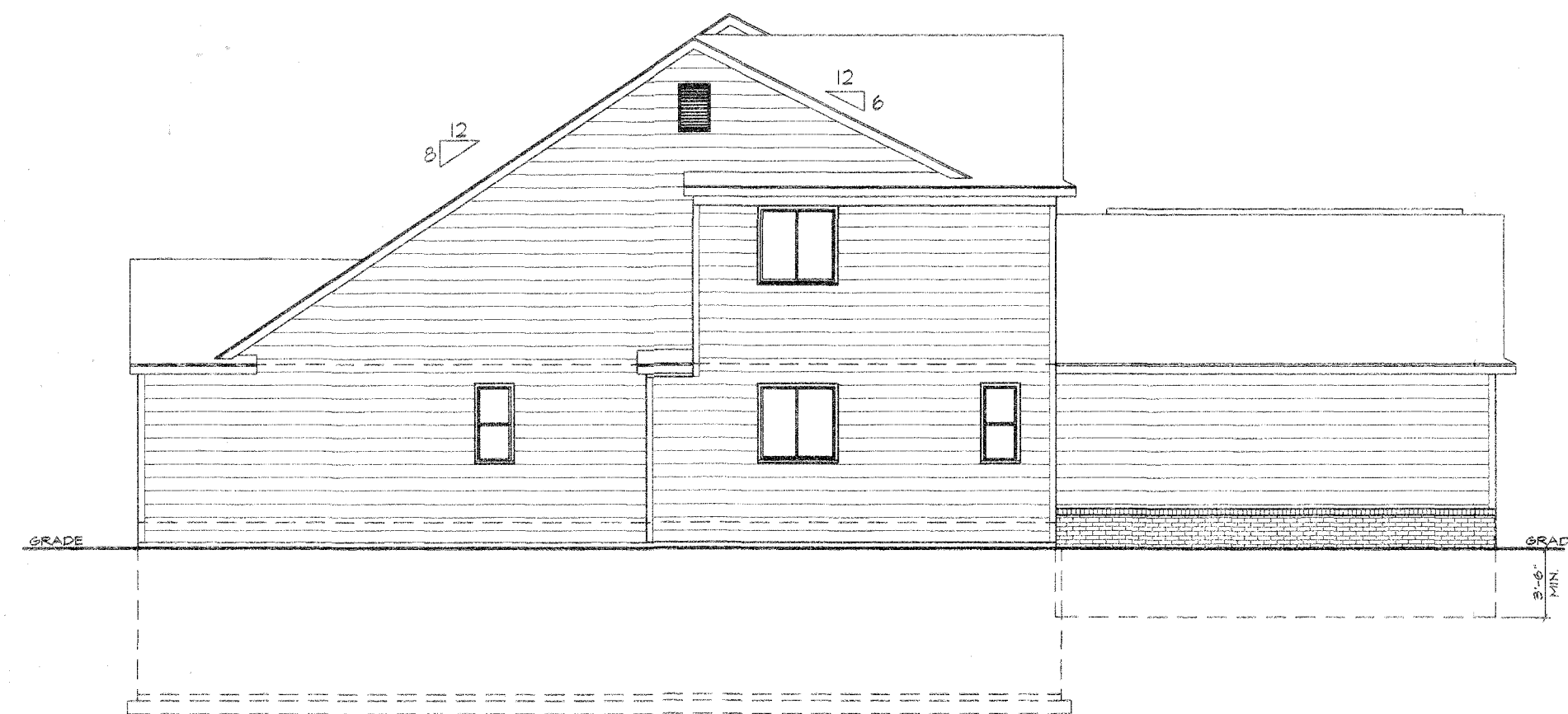
SHEET # A5.0, ELEVATIONS, BUILDING SECTION  
BUILDING #4, UNIT #13, BARRINGTON 15 STORY  
HEALY HOMES AT  
SUMMERFIELD POINTE  
LANSON DR., GENOA TOWNSHIP, MICHIGAN

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

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

PROJECT NO.  
2004-04  
SHEET NO.  
A5.0

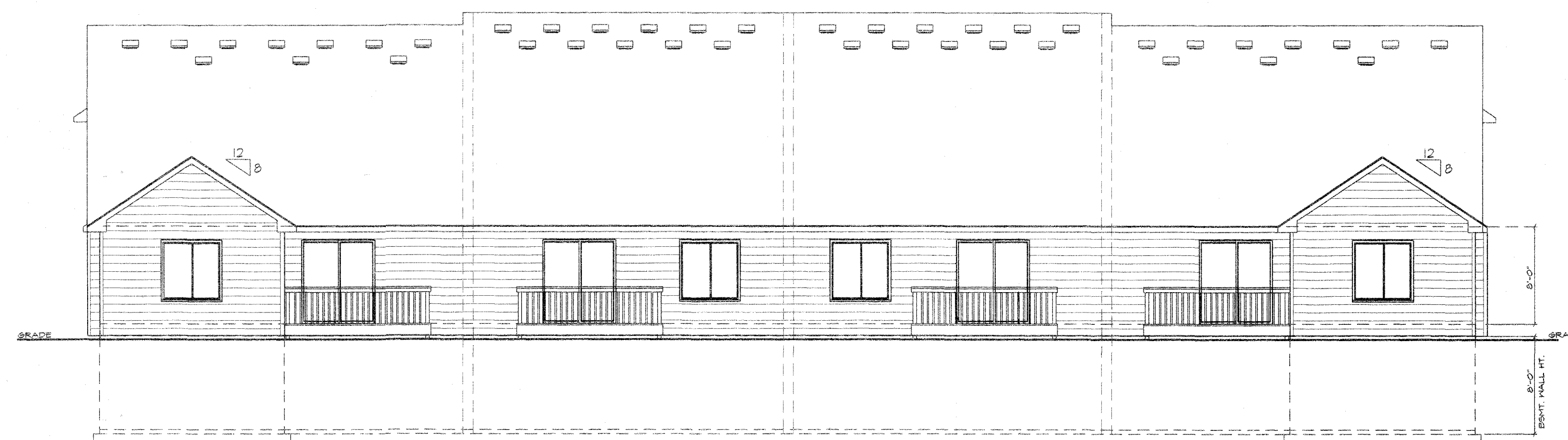
NO.	REVISION	BY	DATE
1	PERMIT & CONSTRUCTION ISSUE DCA		8/14/04



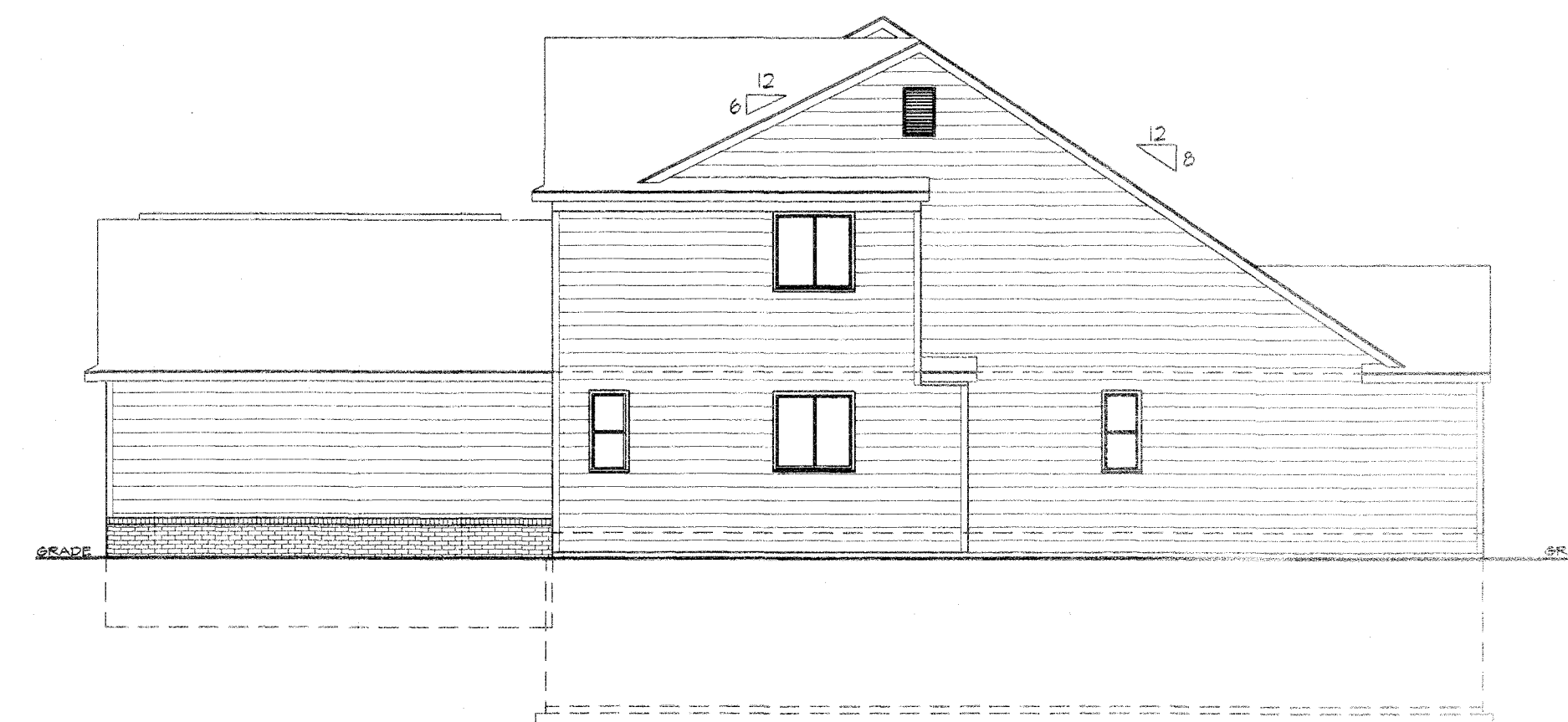
Left Elevation Building #4  
SCALE: 1/8" = 1'-0"



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



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



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

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

**HealyHomes**  
At Summerfield L.L.C.

3646 Sleeth Road  
Commerce Twp, MI 48382  
Office 248-684-1649  
Fax 248-685-3321

K. N. YU ENGINEERING  
ARCHITECTURAL & STRUCTURAL  
CONSULTING ENGINEERS  
23045 BRISTOL COURT  
BINGHAM FARMS, MI 48305-4703  
TEL: (248) 951-4485

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

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

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

PROJECT NO.  
2004-04

SHEET NO.  
A3.0

OF



## GENOA CHARTER TOWNSHIP

### Special Land Use Application

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

APPLICANT NAME & ADDRESS: Neil Ganshorn (Rand Construction)

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

APPLICANT PHONE: ( 810) 986-6377 EMAIL: nganshorn@randconstruction.com

OWNER NAME & ADDRESS: Oelslager Properties, LLC (14051 SWANEE BEACH DR FENTON, MI 48430)

SITE ADDRESS: 741 VICTORY DR. PARCEL #(s): 4711-05-303-020

OWNER PHONE: ( 810) 623-1522 EMAIL: Jeff@360roto.com

Location and brief description of site and surroundings:

LOCATED ON THE EAST SIDE OF  
VICTORY DRIVE, THE SITE CONSISTS OF AN EXISTING MOLDED PRODUCTS  
FACILITY.

Proposed Use:

EXISTING USE TO REMAIN THE SAME. BUILDING EXPANSION IS TO BE  
UTILIZED FOR A 2 BAY LOADING DOCK AND WAREHOUSE.

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

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

The expansion will house materials that are currently being stored outdoors, correcting a non-conformance. Special Land Use approval is required for the footprints over 40,000 SF. The request is to expand into the rear yard for a total of 44,753 SF, in line with the size of the other facilities in the IND district, at least 7 of which exceed 40,000 SF.

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

The expansion will match the existing building in height and construction materials. The only added feature to the building is a rear-yard truck dock, which is found on most of the buildings in the IND district

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

There is no change to how the building is being served by public facilities and services.

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

No

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

No

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

THE UNDERSIGNED Neil Ganshorn, Authorized Agent ~~STATES THAT THEY ARE THE FREE OWNER OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND~~ MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: Neil Ganshorn

ADDRESS: Neil Ganshorn, Authorized Agent

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

Neil Ganshorn of Rand Construction at nganshorn@randconstruction.com  
Name Business Affiliation Email

**FEE EXCEEDANCE AGREEMENT**

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

SIGNATURE: Neil Ganshorn DATE: 2/18/25

PRINT NAME: Neil Ganshorn PHONE: 810-986-6377



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

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

APPLICANT NAME & ADDRESS: Neil Ganshorn (Rand Construction)

*If applicant is not the owner, a letter of Authorization from Property Owner is needed.*

OWNER'S NAME & ADDRESS: Oelslager Properties, LLC (14051 SWANEE BEACH DR FENTON, MI 48430)

SITE ADDRESS: 741 VICTORY DR. PARCEL #(s): 4711-05-303-020

APPLICANT PHONE: ( 810 ) 986-6377 OWNER PHONE: ( 810 ) 623-1522

OWNER EMAIL: Jeff@360roto.com

LOCATION AND BRIEF DESCRIPTION OF SITE: LOCATED ON THE EAST SIDE OF  
VICTORY DRIVE, THE SITE CONSISTS OF AN EXISTING MOLDED PRODUCTS  
FACILITY.

BRIEF STATEMENT OF PROPOSED USE: EXISTING USE TO REMAIN THE SAME.  
BUILDING EXPANSION IS TO BE UTILISED FOR A 2 BAY LOADING DOCK AND  
WAREHOUSE.

THE FOLLOWING BUILDINGS ARE PROPOSED: EXISTING BUILDING IS PROPOSED TO  
REMAIN. LOADING DOCK AND WAREHOUSE ARE PROPOSED AS ADDITIONS TO  
THE EXISTING BUILDING.

**I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE  
PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.**

BY: Neil Ganshorn (Rand Construction)

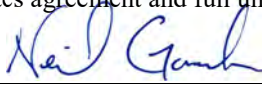
ADDRESS: 1270 Rickett Rd, Brighton MI

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

1. <u>Neil Ganshorn</u>	<u>Rand Construction</u>	<u>nganshorn@randconstruction.com</u>
Name	Business Affiliation	E-mail Address

**FEE EXCEEDANCE AGREEMENT**

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

SIGNATURE:  DATE: 1/21/25  
PRINT NAME: Neil Ganshorn PHONE: 810-986-6377  
ADDRESS: 1270 Rickett Rd, Brighton MI, 48116



January 21st, 2025

RE: Designated Agent

To Whom It May Concern,

Please accept this letter as authorization for Rand Construction to act as a designated agent for the application and procurement of all city and county permits.

Sincerely,

 01/21/25

Jeff Oelslager

Oelslager Properties, LLC

February 28, 2025

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

<b>Attention:</b>	Amy Ruthig, Planning Director
<b>Subject:</b>	Three 60 Roto Building Expansion – Special Land Use and Site Plan Review #2
<b>Location:</b>	741 Victory Drive – east side of Victory Drive, south of Grand River Avenue
<b>Zoning:</b>	IND Industrial District

Dear Commissioners:

At the Township's request, we have reviewed the revised submittal (site plan dated 2/18/25) proposing an addition to the existing industrial building at 741 Victory Drive.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance, as follows:

**A. Review Summary**

1. The special land use standards of Section 19.03 are generally met, though the applicant must address any comments provided by the Township engineering consultant or Brighton Area Fire Authority.
2. The Commission may modify the building material requirements for metal siding based upon consistency with the existing building.
3. The applicant should be prepared to present material and color samples for the Commission's consideration.
4. If there are any existing light fixtures that do not comply with current standards, the Commission may require upgrades as part of this project.
5. There is a single photometric reading above the Ordinance maximum of 10 footcandles.
6. We request the applicant provide the required buffer zone plantings, though the Commission may modify the wall/berm requirement based on the preservation of existing mature vegetation.
7. The landscape plan requires correction for the location of 1 tree.
8. The Commission may wish to request verification that the existing site meets current greenbelt requirements.
9. The Commission may allow the waste receptacle/enclosure location to remain as an existing nonconforming condition.

**B. Proposal/Process**

The applicant requests special land use and site plan review/approval for a 15,231 square foot building addition, including 2 new enclosed loading bays (additional 2,986 square feet) and site improvements.

Per Section 8.02, permitted industrial uses in buildings with more than 40,000 square feet of gross floor area require special land use approval. With the proposed addition, the building will contain 44,753 square feet of floor area.

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



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

### C. Special Land Use Review

Section 19.03 of the Zoning Ordinance identifies the review criteria for Special Land Use applications, as follows:

1. **Master Plan.** The Township Master Plan identifies the subject site as Industrial, which is intended for “industrial uses such as research, wholesale and warehouse activities and light industrial operations which manufacture, compound, process, package, assemble and/or treat finished or semi-finished products from previously prepared material.”

Given this description, the property and proposal are consistent with the Future Land Use Plan.

2. **Compatibility.** Victory Drive is mostly developed with light industrial uses, including the subject site.

While several of the existing uses include outdoor storage, the intent of the project is to provide sufficient indoor space to accommodate the applicant’s storage needs.

Based on data from Township staff, the proposal will make this building the largest along Victory Drive; however, we do not anticipate compatibility issues given the nature of the use, property and surrounding area.

3. **Public Facilities and Services.** As a previously developed industrial site, we anticipate that necessary public facilities and services are already in place.

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

4. **Impacts.** Similar to comments above, given the nature of the site and the area, surrounding properties are not expected to be adversely impacted by the proposal.
5. **Mitigation.** If further comments/concerns arise as part of the review process, the Township may require additional efforts to mitigate potential adverse impacts.

### D. Site Plan Review

1. **General Comment.** Based on the revised submittal, the proposed building addition is intended to accommodate indoor storage of the items currently being (improperly) stored outside.

If, at some point in the future, the applicant wishes to have outdoor storage, they must apply for special land use review/approval in accordance with Section 8.02.

- 2. Dimensional Requirements.** The proposal complies with the dimensional requirements of the IND, as follows:

	Min. Lot Req.		Minimum Yard Setbacks (feet)				Max. Lot Coverage (%)	Max. Height
	Area (acres)	Width (feet)	Front Yard	Side Yard	Rear Yard	Parking Lot		
<b>IND</b>	1	150	85	25	40	20 front 10 side/rear	40% building 85% impervious	30' 2 stories
<b>Proposal</b>	6.03	350	416.5	59 (N) 66.8 (S)	93.2	300 front 10 side (N) 20 side (S) 20 rear	17% building 44% impervious	25.5' 1 story

- 3. Building Design and Materials.** The building elevation drawings identify the primary materials as split-faced concrete block and metal siding matching the materials and design of the existing building.

The material calculations provided demonstrate an excess amount of metal siding beyond that allowed by Ordinance (25% maximum); however, the Commission has the discretion to modify the requirements of Section 12.01 for additions that match the existing building.

We request the applicant present material and color samples to the Commission at the upcoming meeting.

- 4. Pedestrian Circulation.** There are existing sidewalks along the north and west sides of the building, separating the building from the parking spaces and providing safe access to/from the building.

No new sidewalks are proposed, nor are they required given the nature of the use/project/area.

- 5. Vehicular Circulation.** The site contains an existing driveway with access to/from Victory Drive. The drive is sufficient for two-way travel around the entire site.

The truck turning templates on Sheet C7.0 indicate adequate circulation for larger vehicles (fire and semi-truck/trailer), including semi-truck with trailer to/from the proposed loading docks.

The applicant must address any comments provided by the Township Engineer and/or the Brighton Area Fire Authority with respect to vehicular circulation.

- 6. Parking and Loading.** The cover sheet provides parking calculations based on the proposed addition. In total, the Ordinance requires 55 parking spaces (9 for the office, 36 for light industrial, and 10 for warehousing), while 64 spaces are provided.

The revised plan includes the required number of barrier-free and loading spaces, and demonstrates compliance with the design and dimensional requirements of the Zoning Ordinance.

- 7. Exterior Lighting.** The lighting plan identifies 8 proposed wall mounted fixtures on the building addition and 9 pre-existing wall mounted fixtures on the existing building.

The proposed LED fixtures are shielded and downward directed, per Ordinance requirements; however, no details are provided for the existing fixtures. The Commission may wish to request verification that the existing fixtures comply with current standards, and require upgrades if they do not.

Additionally, the photometric readings are generally within Ordinance requirements; however, there is a single reading above the 10 footcandle maximum (10.1).

- 8. Landscaping.** The landscape plan has been reviewed for compliance with the standards of Section 12.02, as follows:

Standard	Required	Proposed	Notes
Buffer Zone “B” (NE 80’ adjacent to commercial zoning)	20’ width 3 canopy trees 3 evergreen trees 10 shrubs 6’ Wall or 3’ berm	40’ width 1 canopy tree 4 evergreen trees (existing) 9 shrubs	Deficient in plantings and wall/berm. PC may waive/modify given presence of existing vegetation*
Parking Lot	7 canopy trees 640 SF of landscaped area	7 canopy trees 640+ SF of landscaped area	In compliance
Detention pond	5 trees 50 shrubs	2 evergreen trees 3 canopy trees 50 shrubs	In compliance

\* The initial plan provided the required plantings, but was deficient in the wall/berm requirement. We request the applicant provide the required plantings and PC may consider waiving the wall/berm requirement based on the presence of existing vegetation.

One of the proposed White Oak trees is depicted in the existing building.

The Commission may wish to request verification that the existing site meets the greenbelt planting requirements along Victory Drive, and require upgrades if it does not.

- 9. Waste Receptacle.** The plan identifies an existing waste receptacle/enclosure area south of the existing building.

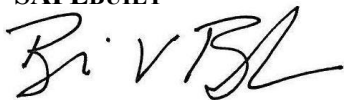
The established location does not fully comply with current standards – rear yard or non-required side yard – in that it encroaches into the side yard setback (19’ provided; 25’ required).

The proposal does not increase the nonconforming condition and the Commission may allow the existing receptacle/enclosure to remain.

- 10. Signage.** Per the revised submittal, no new signage is proposed as part of this project.

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

Respectfully,  
**SAFE BUILT**

  
 Brian V. Borden, AICP  
 Michigan Planning Manager



March 3, 2025

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

**Re: Three 60 Roto  
Site Plan Review No. 2**

Dear Ms. Ruthig:

Tetra Tech conducted a second review of the site plan submittal for Three 60 Roto last dated February 18, 2025. The site plan was prepared by Livingston Engineering for Rand Construction. The site is located on the east side of Victory Drive, approximately 1,100-feet south of Grand River Avenue. The improvements include a 18,200 square foot expansion to the existing 26,600 square foot building. Site improvements include modifications to the existing parking lot and the addition of an onsite water quality control pond. We offer the following comments:

#### **PARKING LOT**

1. Genoa Township Engineering Standards require that concrete curb and gutter should be a minimum of 2-foot wide, but a 1.5-foot curb is proposed. Since the existing parking lot is being repaved and the proposed curb detail matches existing conditions we have no concern with the proposed curb detail.

#### **DRAINAGE AND GRADING**

1. The proposed improvements include a water quality control pond to collect storm flow from a portion of the site and detain flow prior to outleting to the existing wetlands to the north. Since the existing parking lot and impervious surface is remaining mostly unchanged, the proposed pond improvements should be adequate to address any storm impacts from the proposed improvements.

The Petitioner has addressed the comments from our previous review, and we do not have any further engineering concerns regarding the final site plan. Please call or email if you have any questions.

Sincerely,

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

Shelby Byrne, P.E.  
Project Engineer

A handwritten signature in blue ink that reads 'Sydney Stroveler'.

Sydney Stroveler, EIT  
Civil Engineering Group

**Tetra Tech**

3497 Coolidge Road, East Lansing, MI 48823  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)



# BRIGHTON AREA FIRE AUTHORITY

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

February 26, 2025

Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

RE: Three 60 Roto  
741 Victory Drive  
Genoa Twp., MI

Dear Sharon,

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on February 20, 2025 and the drawings are dated February 18, 2025. The project is based on the proposed addition of 15,231 square feet of warehouse and loading dock space to an existing industrial occupancy. The plan review is based on the requirements of the International Fire Code (IFC) 2021 edition.

**All previous comments have been addressed or acknowledged to be complied with by the applicant.**

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

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

Rick Boisvert, CFPS  
Fire Marshal

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

**Impact Assessment For  
Three 60 Roto Building Expansion  
741 Victory Drive  
Genoa Township  
Livingston County, Michigan**

**Prepared By**

**Livingston Engineering  
3300 S. Old US-23  
Brighton, MI 48114  
(810) 225-7100  
January 21, 2025**

This impact assessment has been prepared in accordance with section 18.07 of the Genoa Township, Livingston County, Michigan Zoning Ordinance. This section states that developments of this nature shall include such a report for review as part of the site plan review and approval process. As such, this report has been prepared to provide the required information and project overview of the development, in accordance with current township requirements.

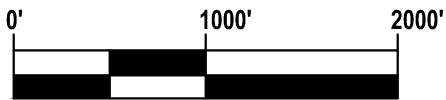
## **I. Party Responsible for preparation of Impact Statement**

This impact assessment has been prepared by Livingston Engineering, a professional services company offering civil engineering, land surveying, and site planning services throughout southeast Michigan. Livingston Engineering is licensed to provide engineering and surveying services in Michigan, as well as engineering licenses in the states of Arizona, Colorado, New Mexico, Tennessee, and Utah.

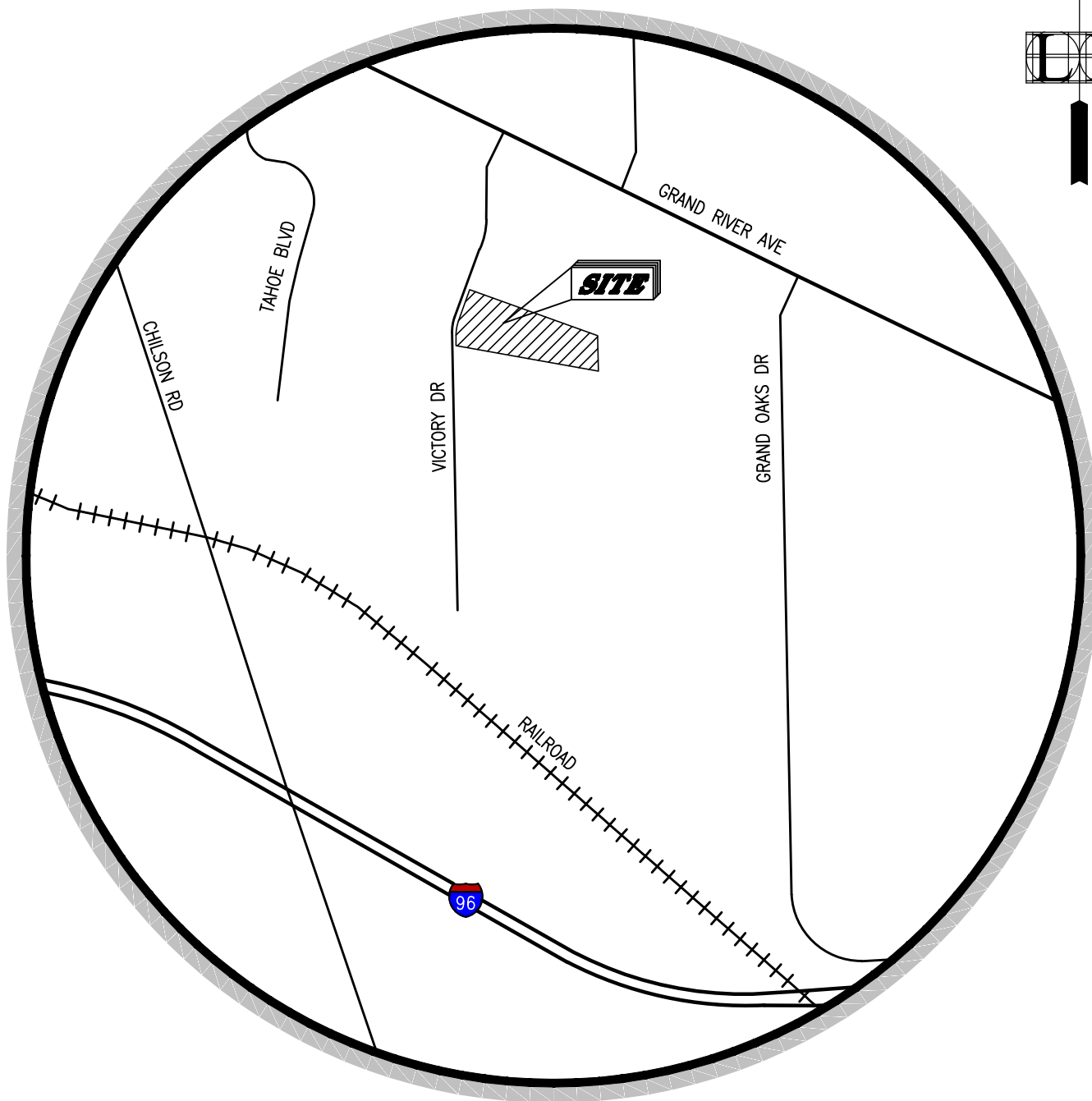
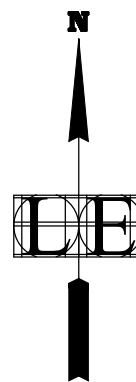
## **II. Site Location**

The subject site contains 6.03 acres located in the southwest ¼ of section 5, town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan. This parcel is located on the east side of Victory Drive, south of Grand River Avenue and is currently in operation as a molded products facility, a use that will continue. The parcel is designated by the Genoa Township zoning district as Industrial (IND). The existing use of the parcel is noted as “Manufacturing”. The proposed scope of work will not impact the existing use of the site.

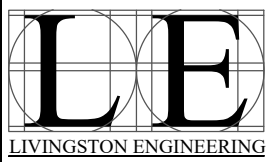
The existing facility lies between a vacant lot to the north and an existing structure to the south within the Grand Oaks West Industrial Park. Across the street from the subject property is a mechanical contractor. Directly northeast of the property is a Home Depot zoned RCP.



GRAPHIC SCALE: 1" = 1000'



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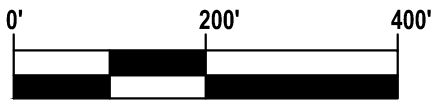


### THREE 60 ROTO BUILDING EXPANSION

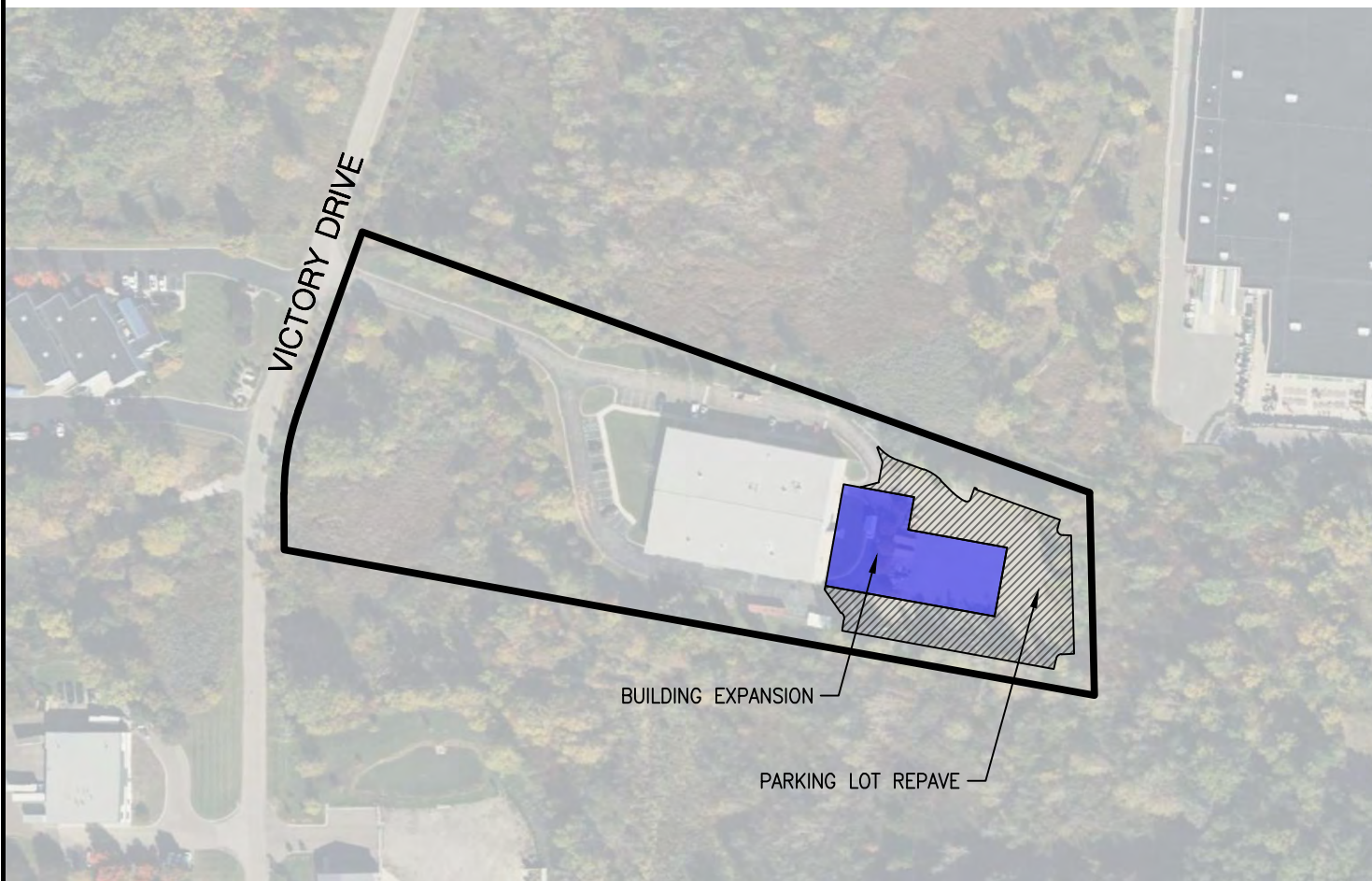
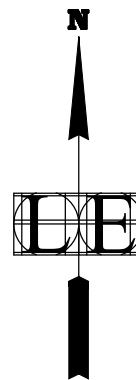
741 VICTORY DR.  
HOWELL, MI 48843

### EXHIBIT A LOCATION MAP

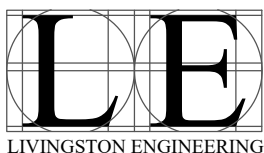
DATE: 01/15/2025	DRAWN: MSA	CHECKED: DBL	APPROVED: DBL	JOB. NO: 24193
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GRAPHIC SCALE: 1" = 200'



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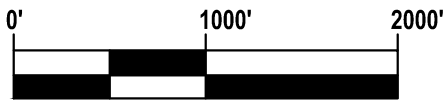


### THREE 60 ROTO BUILDING EXPANSION

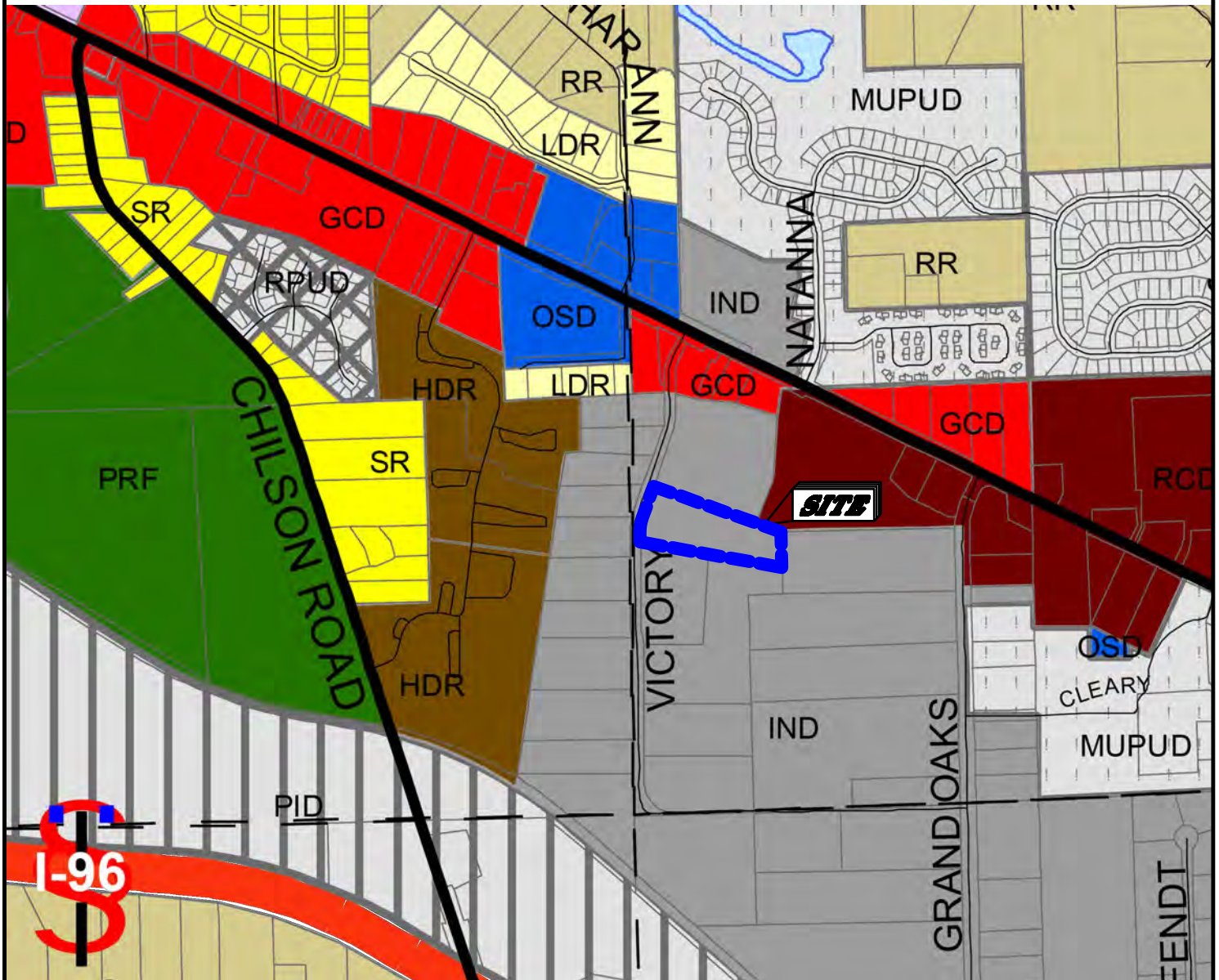
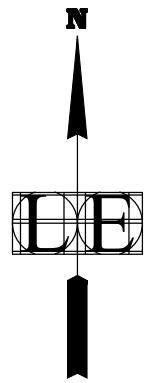
741 VICTORY DR.  
HOWELL, MI 48843

EXHIBIT B  
AERIAL PHOTOGRAPH

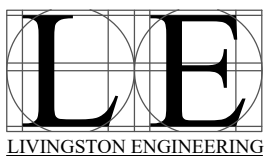
DATE: 01/15/2025 | DRAWN: MSA | CHECKED: DBL | APPROVED: DBL | JOB. NO: 24193



GRAPHIC SCALE: 1" = 1000'



PROPERTY ZONED - (IND) INDUSTRIAL



### THREE 60 ROTO BUILDING EXPANSION

741 VICTORY DR.  
HOWELL, MI 48843

### EXHIBIT C ZONING MAP

DATE: 01/15/2025 DRAWN: MSA CHECKED: DBL APPROVED: DBL JOB NO: 24193

### **III. Parking Repaving**

This improvement on the site will add 19 parking spaces to the site within the existing pavement that shall be regraded and replaced. Pavement between the building and the existing curb is planned to be repaved with a section to have curbing replaced. The revised parking lot calculations are included on the cover sheet of the site plan drawings.

### **IV. Building Expansion**

This improvement on the site will add a new warehouse to the southeast face of the existing building. A loading dock will be installed north of the proposed warehouse near the east corner of the existing building to allow trucks to access the building.

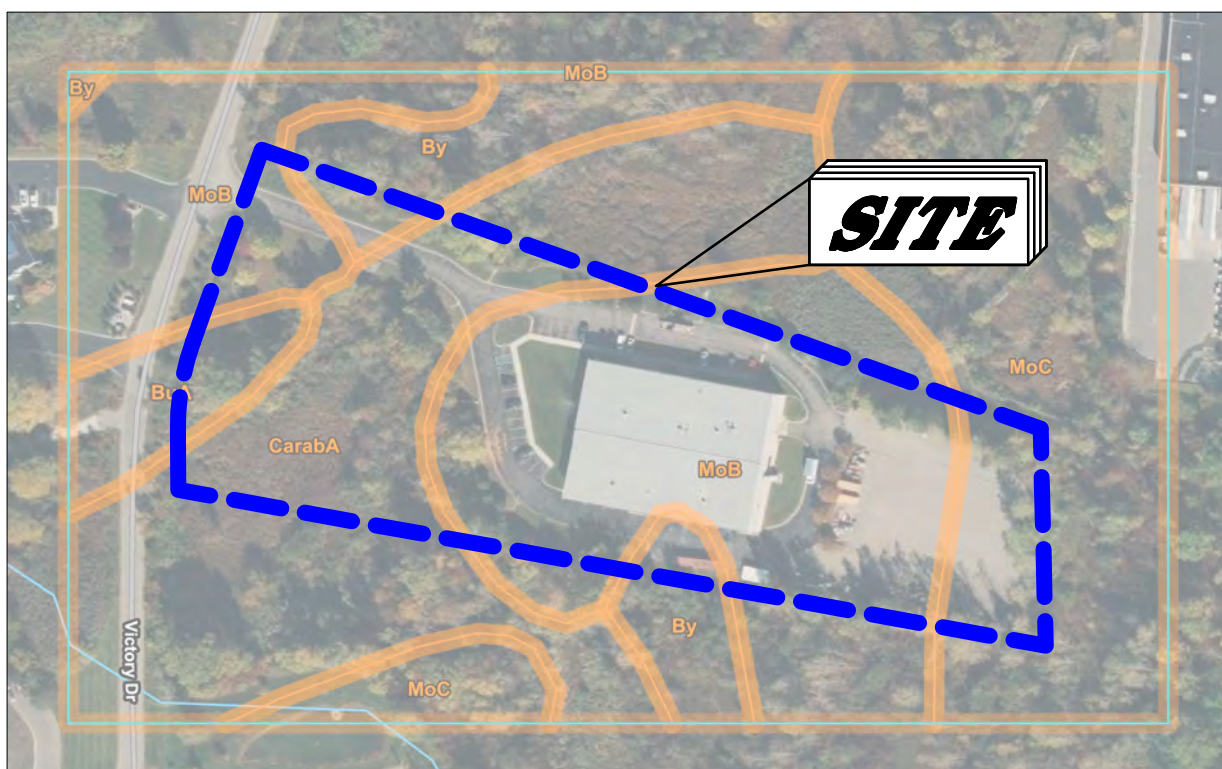
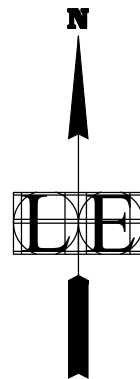
### **V. Natural Features**

Currently, the site is developed and occupied by the applicant. The site is gently rolling, sloping downward to the north & south. There is one building currently laid out within the parcel. Storm water runoff is directed into an on-site wetland that is located between the existing building and Victory Drive. There is an existing wetland adjacent to site as located by Boss Engineering Job No. 00095 dated 05-10-2001.

Soils on the site primarily consist of Wawasee Loam (MoB & MoC) along with Brady Loamy Sand (BuA), Brookston Loam (By), and Carlisle Muck (CarrabA) primarily in the wetland area. Wawasee Loams are typically well-drained soils found on till plains and moraines, with soil slopes of 2-6% (MoB) and 6-12% (MoC). Brady Loamy Sands are typically poorly drained soils found on swales for deltas, valley trains and lake plains, with soil slopes of 0-2% (BuA). Brookston Loams are typically poorly drained soils found on till plains and moraines, with soil slopes of 0-2% (By). Carlisle Mucks are typically very poorly drained soils found in depressions in till plains, glacial drainage channels, outwash plains and moraines, with soil slopes of 0-2% slopes (CarrabA). A soils map of the subject site is included as Exhibit "D".



GRAPHIC SCALE: 1" = 200'



### SOILS LEGEND

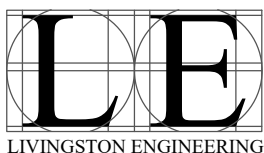
BuA - BRADY LOAMY SAND, 0 TO 2 PERCENT SLOPES

By - BROOKSTON LOAM, 0 TO 2 PERCENT SLOPES

CarabA - CARLISLE MUCK, 0 TO 2 PERCENT SLOPES

MoB - WAWASEE LOAM, 2 TO 6 PERCENT SLOPES

MoC - WAWASEE LOAM, 6 TO 12 PERCENT SLOPES



### THREE 60 ROTO BUILDING EXPANSION

741 VICTORY DR.  
HOWELL, MI 48843

### EXHIBIT D SOILS MAP

DATE: 01/15/2025 | DRAWN: MSA | CHECKED: DBL | APPROVED: DBL | JOB NO: 24193



## **VI. Impact on Storm Water Management.**

As previously described, the site drains to the northerly and southerly portions of the site to an existing wetland. A water quality pond is proposed north of the proposed building expansion to collect runoff from the northern pavement and building section. This methodology has been discussed with the LCDC and will improve the water quality of runoff from the site.

During construction, soil erosion and dust control measure will be implemented. Best management practices including silt fence and inlet filter mechanisms will be utilized during this time. For dust control, soil watering to keep the site in a moisture optimum condition will be performed with a water truck on an as-needed basis. Upon completion of mass grading and earthmoving operations, permanent restoration including topsoil, seed and mulch installation will be performed.

A soil erosion and sedimentation control permit will be required prior to the start of any site grading or construction.

## **VII. Impact to Site Lighting**

Additional site lighting has been added to provide lighting around the building expansion. For such, a photometric plan is being developed as required by current Township ordinances and will be included in the site plan submittal package for review and approval. For the building expansion, additional wall packs matching the rest of the building, will be installed in accordance to the township requirements.

### **VIII. Impact on Surrounding Land Uses**

The applicant is proposing to continue utilizing the Industrial (IND) zoning as designated by Genoa Township. The surrounding establishments along Victory Drive share the same IND zoning. Directly northeast of the subject parcel, the property is zoned Regional Commercial District (RCD). This scope of work is anticipated to have minimal impacts to the surrounding land uses. The proposed building lighting will be designed to be directed downward as required to eliminate off-site illumination.

### **IX. Impact on Public Facilities and Services**

As this project consists of a parking lot repaving and a building expansion, it is not anticipated that it will adversely affect emergency services such as fire and police. Additionally, as the project is not a residential site, undesirable effects on local schools or recreation facilities is not expected.

### **X. Impact on Public Utilities**

As this project consists of a parking lot repaving and a building expansion, it is not anticipated that it will adversely affect any public utilities that service the areas surrounding the parcel. No additional water or sewer taps will be needed to support this project, nor will any additional traffic be generated by its addition. Storm sewer runoff will be collected via sheet flow into the existing wetland. Traffic to Victory Drive or surrounding roadways will not be impacted.

## **XI. Storage and Handling of any Hazardous Material**

There is no plan for storage or handling of new hazardous materials on this site.

## **XII. Impact on Traffic**

Considering the site is already developed, the proposed expansions won't have significant impact to Victory Drive.

## **XIII. Historic and Cultural Resources**

It is not believed that this addition will have any impact on any historic and/or cultural resources pertaining to the subject parcel and no know historic and/or cultural resources exist on this site that will be affected by this development.

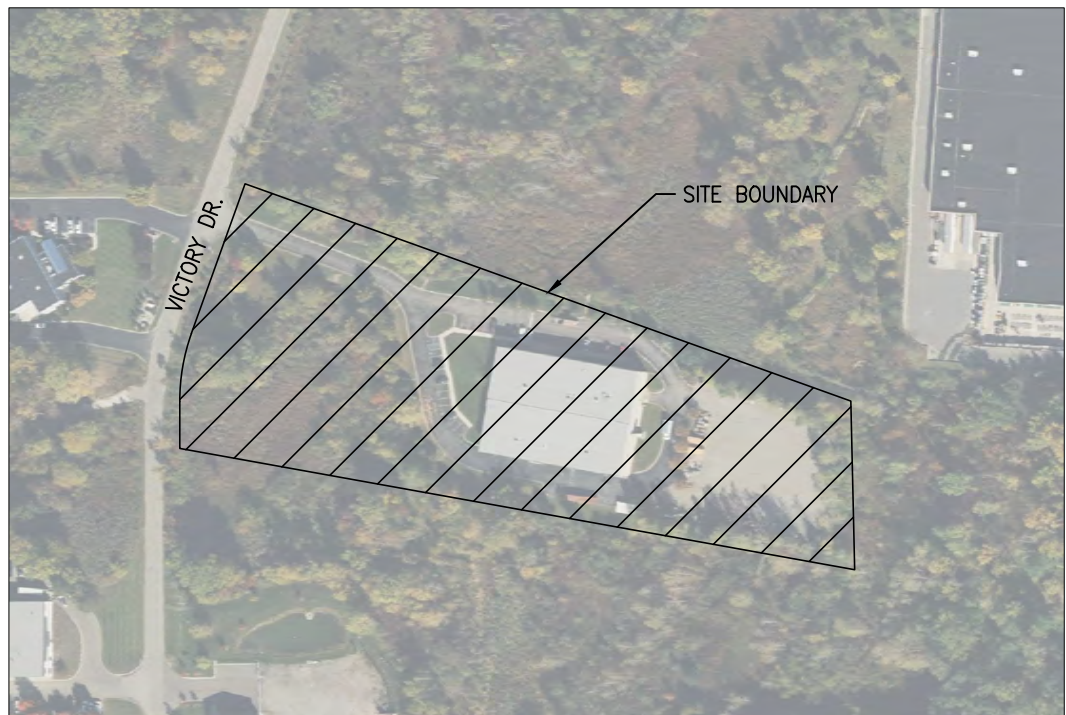
## **XIV. Special Provisions**

No special provisions are part of this project.

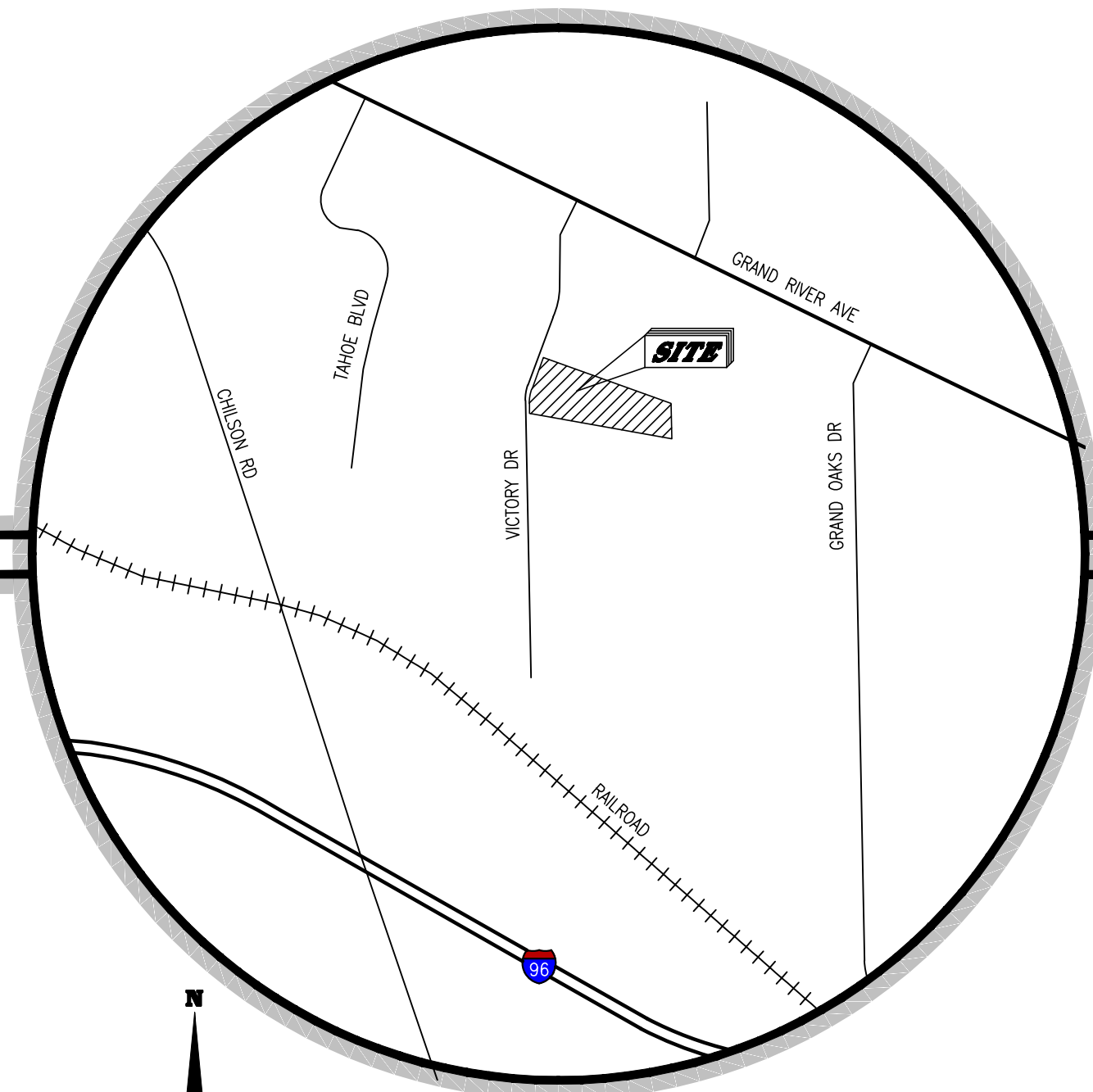
## **XV. Other Items**

- The subject site contains an existing dumpster enclosure located along the south property line west of the wetland.

SITE PLANS FOR  
**THREE 60 ROTO**  
PARCEL ID# 4711-05-303-020  
GENOA TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN



**AERIAL PHOTO**  
NOT TO SCALE



**LOCATION MAP**  
SCALE: 1" = 1000 FEET

**SITE DATA TABLE**

SUBJECT SITE DATA		
LOT AREA	REQUIRED 1.00 AC. (MIN)	PROVIDED 6.03 AC. (262,868 SF)
LOT WIDTH	150 FT	356.64 FT
LOT COVERAGE	40% MAX	44,783 SF/262,868 SF = 17.0%
IMPERVIOUS SURFACE AREA		115,984 SF
% IMPERVIOUS SURFACE AREA 85% MAX		115,984 SF/262,868 SF = 44.1%
BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT	50 FT	409 FT
SIDE		
NORTH	25 FT	59.1 FT
SOUTH	25 FT	66.8 FT
REAR	40 FT	93.5 FT
BUILDING DATA:	REQUIRED	PROVIDED
TOTAL BUILDING ENVELOPE		44,783 SF
FLOORS	2 MAX	1
BUILDING HEIGHT	30 FT MAX	25.5 FT

**LOADING SPACE REQUIREMENTS**

REQUIRED LOADING SPACES PER ORDINANCE	
LOADING SPACE SIZE:	= 10'x55'
LOADING SPACE REQUIREMENTS:	
20,001 - 100,000 S.F. GROSS FLOOR AREA	= TOTAL GFA 44,353 SQFT
1 SPACE FOR 20,000 SQFT +	= 2.2 SPACES
1 SPACE PER EACH ADDITIONAL 20,000 SQFT	
PROVIDED LOADING SPACES	= 3 SPACES

**SITE DATA & GENERAL NOTES**

- PROPERTY IS ZONED: IND
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING AND PROPOSED UTILITIES FROM DAMAGE DURING ALL STAGES OF CONSTRUCTION.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION, OR VARIANCE FROM THESE PLANS.
- PROPERTY IS SERVICED BY EXISTING CONNECTIONS TO PUBLIC SANITARY AND WATER.
- UNDERGROUND DRY UTILITIES SHALL BE EXTENDED FROM EXISTING LOCATIONS TO SERVICE THIS SITE AS REQUIRED BY UTILITY COMPANIES.
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF GENOA TOWNSHIP AND LIVINGSTON COUNTY.
- THREE WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL TELEPHONE MISS DIG (800-482-7171) FOR THE LOCATION OF UNDERGROUND UTILITIES AND SHALL ALSO NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES WHICH MIGHT AFFECT THIS JOB.
- SITE PLAN USE: MANUFACTURING
- PROPOSED SITE STORM DRAINAGE TO OUTLET TO PROPOSED WATER QUALITY CONTROL POND TO EXISTING WETLAND.
- THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE WATER FEATURE AND/OR WETLAND BUFFER EXCEPT AS PERMITTED THROUGH THE SITE PLAN REVIEW PROCESS OF GENOA TOWNSHIP.
- ANY WATER FEATURE AND/OR WETLAND BUFFERS SHOWN ON THIS PLAN ARE SUBJECT TO PROTECTIVE COVENANTS THAT MAY BE FOUND IN THE LAND RECORDS THAT RESTRICT DISTURBANCE AND USE OF THESE AREAS.

**ADJACENT PROPERTY TABLE**

Direction	Lot	Zoning	Use
North	Vacant	IND	Vacant
Northeast	Home Depot	RCD	Retail
East	Merchants Metals	IND	
South	Vacant	IND	Vacant
South	Lot 19	IND	
West	Victory Dr	IND	Road

**LEGAL DESCRIPTION:**

LOT 20 "GRAND OAKS WEST INDUSTRIAL PARK", AN INDUSTRIAL SUBDIVISION RECORDED IN LIBER 30 OF PLATS, PAGES 1-5, LIVINGSTON COUNTY RECORDS.

**PARKING CALCULATIONS**

REQUIRED PARKING PER ORDINANCE	
EXISTING BUILDING	
OFFICES:	
2,700 S.F. @ 1 SP. PER 300 S.F.	= 2,700/300
	= 9 SPACES
LIGHT INDUSTRIAL:	
23,900 S.F. @ 1.5 SP. PER 1,000 S.F.	= 23,900 X 1.5/1000
	= 36 SPACES
	TOTAL = 45 SPACES
PROPOSED BUILDING	
WAREHOUSING:	
15,231 S.F. @ 1 SP. PER 1,500 S.F.	= 15,231/1,500
	= 10 SPACES
	TOTAL = 10 SPACES
TOTAL REQUIRED PARKING	
	TOTAL = 55 SPACES
ADA REQUIRED SPACES FOR	
51 TO 75 TOTAL SPACES	= 3 BARRIER FREE SPACES
PROVIDED PARKING	
TOTAL SPACES PROPOSED:	= 64 SPACES
	INCL/ 3 BARRIER FREE SPACES

**SITE SHEET INDEX**

C1.0	COVER SHEET
C2.0	OVERALL EXISTING CONDITIONS
C2.1	EXISTING CONDITIONS & REMOVALS
C3.0	SITE LAYOUT PLAN
C5.0	SITE GRADING & STORM WATER MANAGEMENT PLAN
C7.0	DETAILS & TRUCK MANEUVERING PLAN
C8.0	LANDSCAPE PLAN
P1	PHOTOMETRIC LAYOUT
ARCHITECTURAL PLANS	
A1	FLOOR PLAN
A2	ADDITION PLAN
A3	ELEVATIONS

**LEGEND**

	EXISTING	PROPOSED
SPOT GRADE	x 000.00	x 000.00
CONTOUR	--- 000 ---	[000]
SPOT GRADE		x TP 911.4
DRAINAGE ARROW		-1.5%
SANITARY SEWER	--- SAN ---	--- SAN ---
SANITARY SEWER STRUCTURE LABEL		00
STORM SEWER	--- ST ---	--- ST ---
STORM SEWER STRUCTURE LABEL		00
WATER	--- W ---	--- W ---
WATER STRUCTURE LABEL		00
OVERHEAD		x
FENCE	x x x	x
GAS	g g g	g
ELECTRIC	e e e	e
DRAINAGE AREA BOUNDARY		
LIMITS OF DISTURBANCE		
RIDGE LINE		
SWALE LINE		
LIGHT POLE		
UTILITY POLE		
DECIDUOUS TREE		
GATE VALVE IN WELL		

**DESIGN / BUILDER**

**RAND CONSTRUCTION**  
1270 RICKETT ROAD  
BRIGHTON, MI 48116  
PHONE: (810) 227-7011

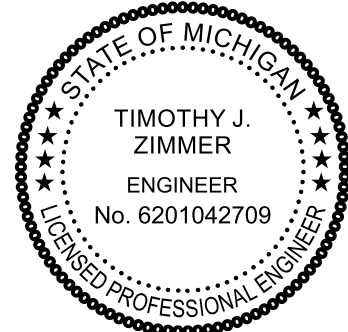
**ENGINEER**

<b>LE</b>	<b>LIVINGSTON ENGINEERING</b>
CIVIL ENGINEERING	SURVEYING PLANNING
3300 S. OLD U.S. 23, BRIGHTON, MI 48114	
www.livingstoneng.com	PHONE: (810) 225-7100 FAX: (810) 225-7699

**THREE 60 ROTO**

GENOA TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN  
SITE PLANS

**ENGINEER'S SEAL**

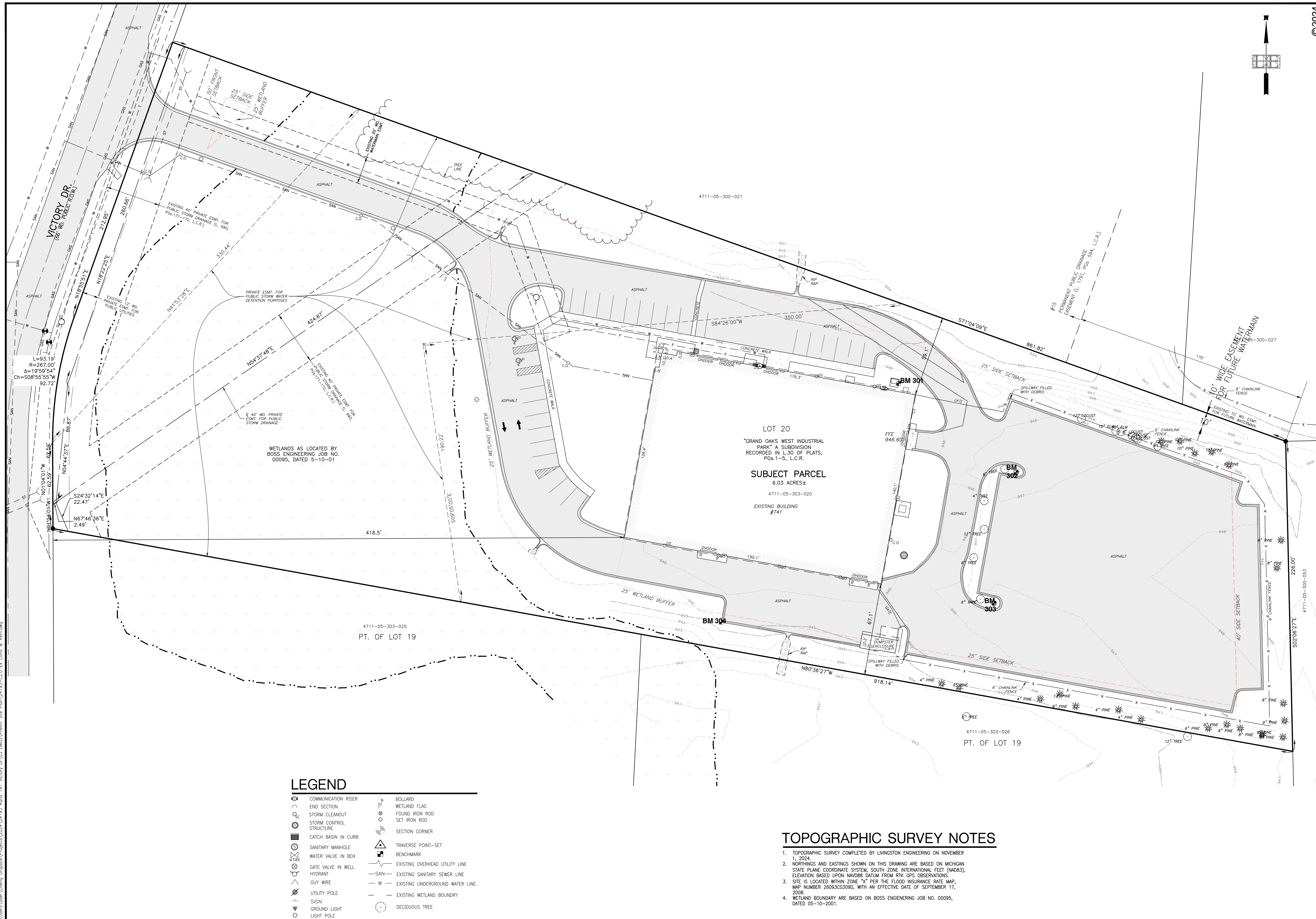


REVISIONS	DATE	PROJECT No.
PER TOWNSHIP REVIEW	02/18/2025	24193
		SHEET C10
		DATE: 01/21/2025

**UTILITY DISCLAIMER**

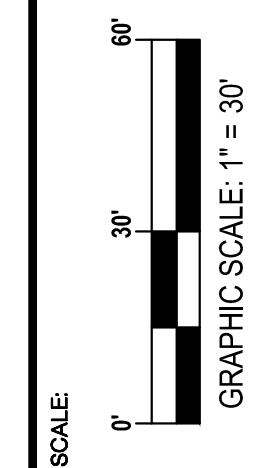
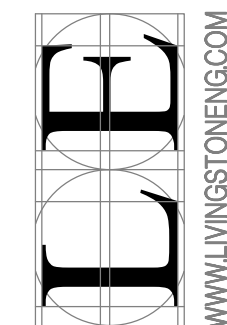


Utilities as shown indicate approximate location of facilities only, as described by the various companies and no guarantee is given either as to the completeness or accuracy thereof. Contractor shall call "MISS DIG" 1-800-482-7171 prior to the start of construction. Electric, gas, phone and television companies should be contacted prior to the commencement of field activities.



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33300 S. OLD U.S. 23, BRIGHTON, MI 48114  
PHONE: (810) 225-7100      FAX: (810) 225-7699



CLIENT

**RAND**

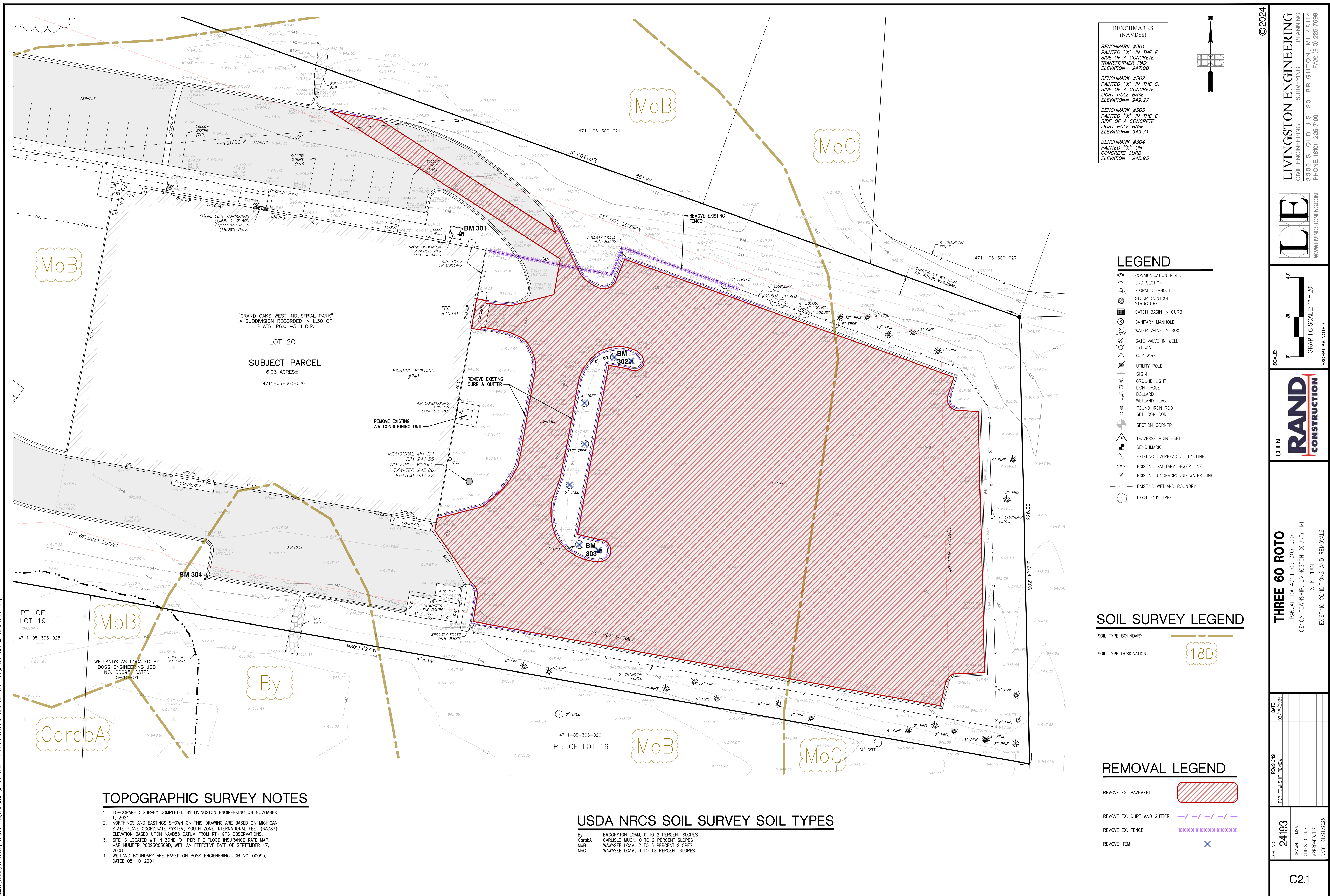
**CONSTRUCTION**

049  
**THREE 60 ROTO**  
PARCEL ID# 4711-05-303-020  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MI  
SITE PLAN

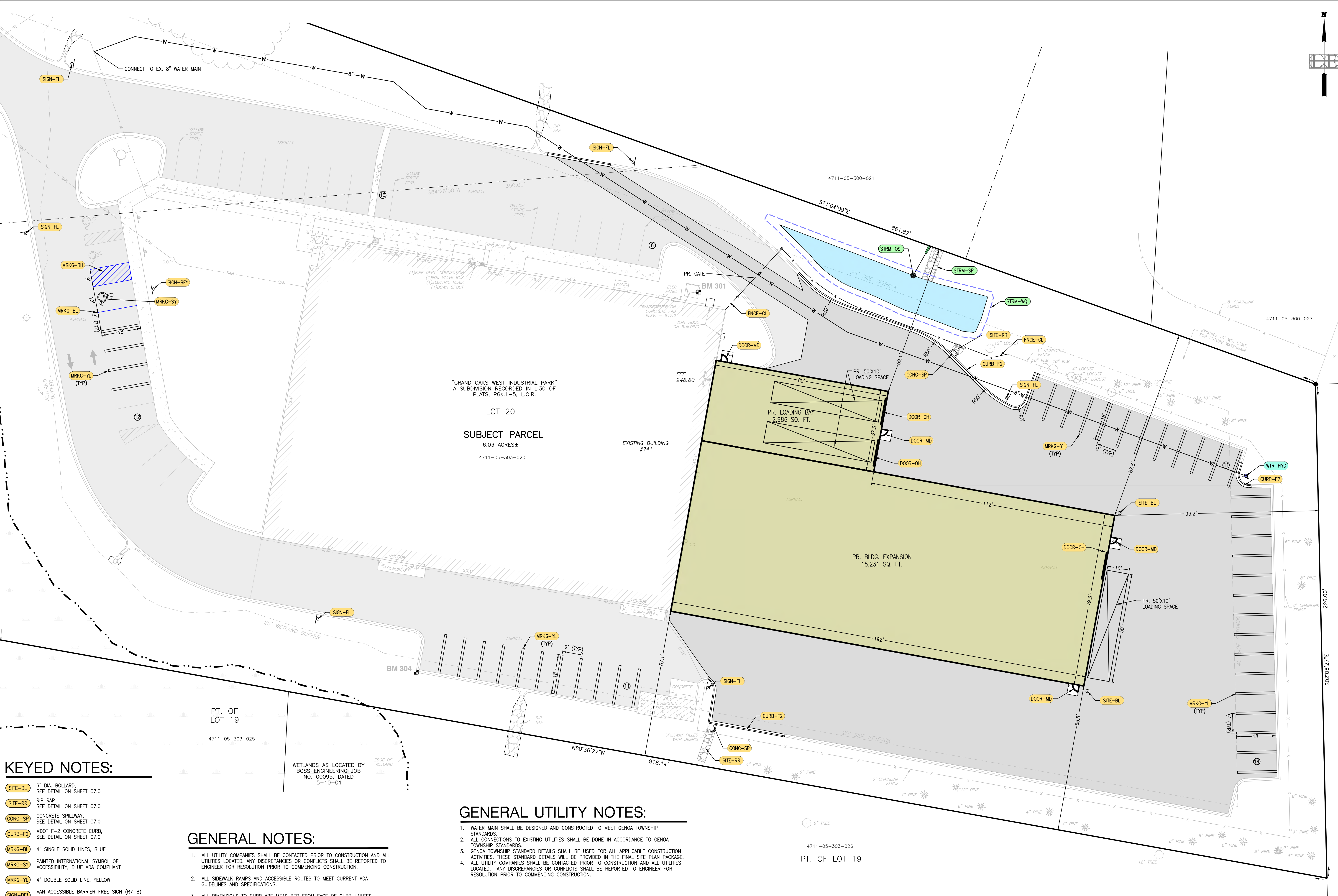
JOB NO.	24193	REVISES	DATE
		PER TOWNSHIP REVIEW	02/18/2025
	DRAWN: WSA		
	CHECKED: TIZ		
	APPROVED: TIZ		

C2.0

264



FILE:C:\Users\jvare\Living\Dropbox\Projects\2024\24193- C3.0 Site Layout.dwg



### KEYED NOTES:

- SITE-BL** 6" DIA. BOLLARD, SEE DETAIL ON SHEET C7.0
- SITE-RR** RIP RAP SEE DETAIL ON SHEET C7.0
- CONC-SP** CONCRETE SPILLWAY, SEE DETAIL ON SHEET C7.0
- CURB-F2** MDOT F-2 CONCRETE CURB, SEE DETAIL ON SHEET C7.0
- MRKG-BL** 4" SINGLE SOLID LINES, BLUE
- MRKG-SY** PAINTED INTERNATIONAL SYMBOL OF ACCESSIBILITY, BLUE ADA COMPLIANT
- MRKG-YL** 4" DOUBLE SOLID LINE, YELLOW
- SIGN-BF\*** VAN ACCESSIBLE BARRIER FREE SIGN (R7-8) AND (R7-8a), SEE DETAIL ON SHEET C7.0
- SIGN-FL** NO PARKING FIRE LANE SIGN (R8-31), SEE DETAIL ON SHEET C7.0
- STRM-OS** OUTLET STRUCTURE SEE DETAIL ON SHEET C5.0
- STRM-SP** EMERGENCY SPILLWAY SEE DETAIL ON SHEET C5.0
- STRM-WO** WATER QUALITY CONTROL POND SEE SHEET C5.0
- WTR-HYD** FIRE HYDRANT

### GENERAL NOTES:

- ALL UTILITY COMPANIES SHALL BE CONTACTED PRIOR TO CONSTRUCTION AND ALL UTILITIES LOCATED. ANY DISCREPANCIES OR CONFLICTS SHALL BE REPORTED TO ENGINEER FOR RESOLUTION PRIOR TO COMMENCING CONSTRUCTION.
- ALL SIDEWALK RAMP AND ACCESSIBLE ROUTES TO MEET CURRENT ADA GUIDELINES AND SPECIFICATIONS.
- ALL DIMENSIONS TO CURB ARE MEASURED FROM FACE OF CURB UNLESS OTHERWISE NOTED.
- UNDERGROUND ELECTRIC CONNECTION WILL BE PROVIDED AS DETERMINED BY UTILITY COMPANY.

### GENERAL UTILITY NOTES:

- WATER MAIN SHALL BE DESIGNED AND CONSTRUCTED TO MEET GENOA TOWNSHIP STANDARDS.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE DONE IN ACCORDANCE TO GENOA TOWNSHIP STANDARDS.
- GENOA TOWNSHIP STANDARD DETAILS SHALL BE USED FOR ALL APPLICABLE CONSTRUCTION ACTIVITIES. THESE STANDARD DETAILS WILL BE PROVIDED IN THE FINAL SITE PLAN PACKAGE.
- ALL UTILITY COMPANIES SHALL BE CONTACTED PRIOR TO CONSTRUCTION AND ALL UTILITIES LOCATED. ANY DISCREPANCIES OR CONFLICTS SHALL BE REPORTED TO ENGINEER FOR RESOLUTION PRIOR TO COMMENCING CONSTRUCTION.

### WATER MAIN NOTES:

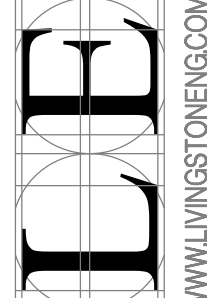
- WATER MAIN TO BE DUCTILE IRON PIPE CLASS 54 UNLESS OTHERWISE NOTED.
- ALL PIPE LENGTHS SHOWN ARE FROM 6" TO 6" OF STRUCTURE/FITTING.
- MAINTAIN A MIN. OF 18" VERTICAL CLEARANCE BETWEEN ALL UTILITIES.
- ALL WATER MAIN/LEADS WITHIN 1:1 SLOPE INFLUENCE OF EXISTING OR PROPOSED PAVEMENT SHALL HAVE COMPACTED SAND BACKFILL.

### PAVEMENT LEGEND

**ASPH-SD** PROPOSED STANDARD DUTY ASPHALT PAVEMENT  
SECTION PER DETAIL, SHEET C7.0

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WWW.LIVINGSTONENG.COM



SCALE: 1" = 20'  
GRAPHIC SCALE: 1" = 20'  
EXCEPT AS NOTED

**RAND**  
CONSTRUCTION

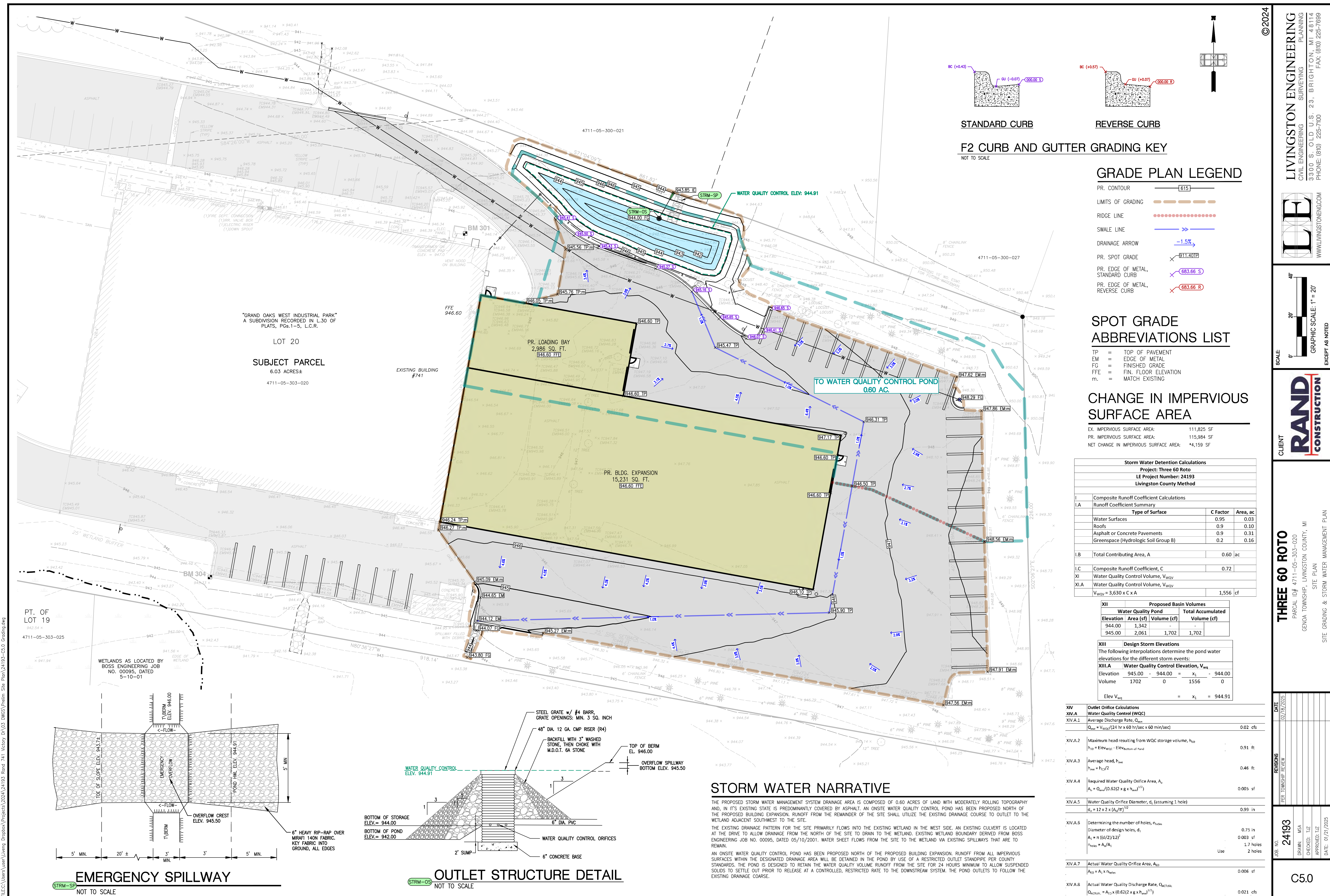
**THREE 60 ROTO**  
PARCEL ID# 4711-05-303-020  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MI  
SITE PLAN  
SITE LAYOUT PLAN

DATE	REVISIONS
02/15/2025	PER TOWNSHIP REVIEW

JOB NO	24193
DRAWN	MEA
CHECKED	TJZ
APPROVED	TJZ
DATE	01/21/2025

C3.0

FILE:C:\Users\jason\Living\Dropbox\Projects\2024\24193-020\Site Plan\24193-C5.0 Grading.dwg



STANDARD CURB



REVERSE CURB

F2 CURB AND GUTTER GRADING KEY  
NOT TO SCALE

GRADE PLAN LEGEND

- PR. CONTOUR 615
- LIMITS OF GRADING
- RIDGE LINE
- SWALE LINE
- DRAINAGE ARROW -1.5%
- PR. SPOT GRADE 811.4019
- PR. EDGE OF METAL, STANDARD CURB 683.66 S
- PR. EDGE OF METAL, REVERSE CURB 683.66 R

SPOT GRADE ABBREVIATIONS LIST

- TP = TOP OF PAVEMENT
- EM = EDGE OF METAL
- FG = FINISHED GRADE
- FFE = FIN. FLOOR ELEVATION
- m. = MATCH EXISTING

CHANGE IN IMPERVIOUS SURFACE AREA

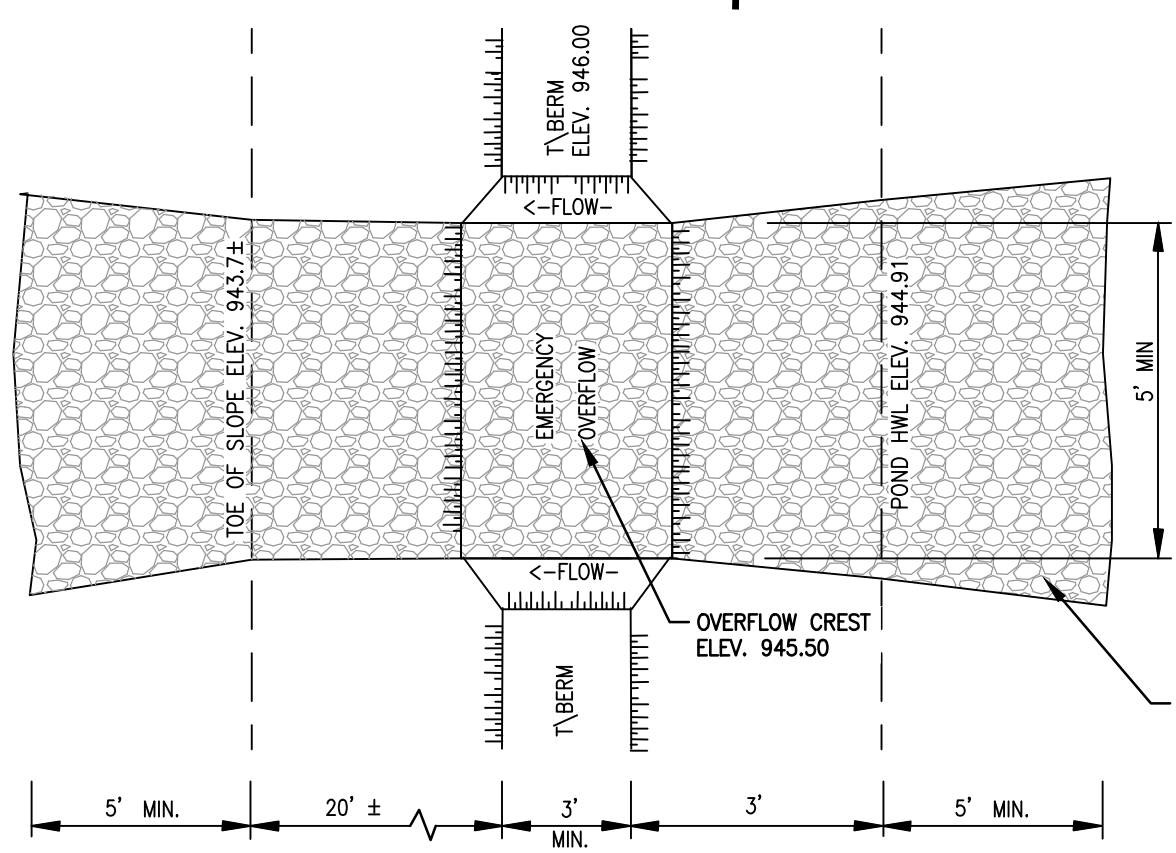
EX. IMPERVIOUS SURFACE AREA: 111,825 SF  
PR. IMPERVIOUS SURFACE AREA: 115,984 SF  
NET CHANGE IN IMPERVIOUS SURFACE AREA: \*4,159 SF

Storm Water Detention Calculations			
Project: Three 60 Roto			
LE Project Number: 24193			
Livingston County Method			
Composite Runoff Coefficient Calculations			
Runoff Coefficient Summary			
Type of Surface	C Factor	Area, ac	
Water Surfaces	0.95	0.03	
Roofs	0.9	0.10	
Asphalt or Concrete Pavements	0.9	0.31	
Grasspace (Hydrologic Soil Group B)	0.2	0.16	
I.B Total Contributing Area, A		0.60	ac
I.C Composite Runoff Coefficient, C		0.72	
XI Water Quality Control Volume, V <sub>WQC</sub>			
XI.A Water Quality Control Volume, V <sub>WQC</sub>		1,556	cf
V <sub>WQC</sub> = 3,630 x C x A			

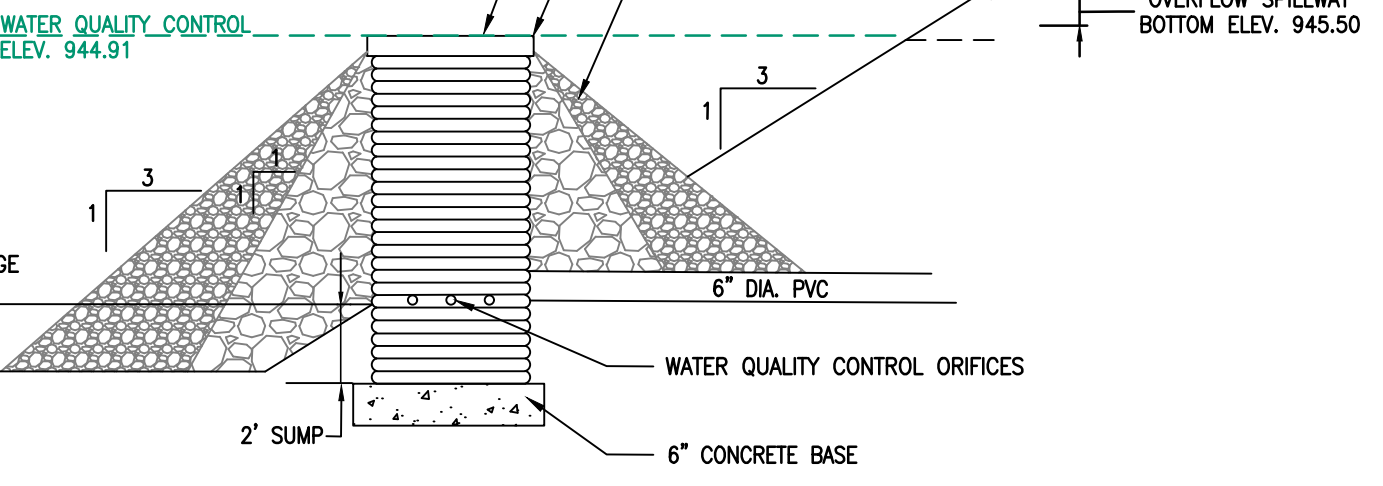
Proposed Basin Volumes			
Elevation	Area (sf)	Volume (cf)	Total Accumulated Volume (cf)
944.00	1,342	-	-
945.00	2,061	1,702	1,702

Design Storm Elevations			
The following interpolations determine the pond water elevations for the different storm events:			
XIII.A Water Quality Control Elevation, V <sub>WQC</sub>			
Elevation	945.00	944.00	= x <sub>1</sub> - 944.00
Volume	1702	0	= 1556
Elev V <sub>WQC</sub>			= x <sub>1</sub> = 944.91

Outlet Orifice Calculations			
XIV.A Water Quality Control (WQC)			
XIV.A.1 Average Discharge Rate, Q <sub>avg</sub>	Q <sub>avg</sub> = V <sub>WQC</sub> / (24 hr x 60 min/sec x 60 min/sec)		
			0.02 cfs
XIV.A.2 Maximum head resulting from WQC storage volume, h <sub>WD</sub>	h <sub>WD</sub> = Elev <sub>WQC</sub> - Elev <sub>bottom of pond</sub>		
			0.91 ft
XIV.A.3 Average head, h <sub>avg</sub>	h <sub>avg</sub> = h <sub>WD</sub> / 2		
			0.46 ft
XIV.A.4 Required Water Quality Orifice Area, A <sub>o</sub>	A <sub>o</sub> = Q <sub>avg</sub> / (0.62(2 x g x h <sub>avg</sub> ) <sup>1/2</sup> )		
			0.005 sf
XIV.A.5 Water Quality Orifice Diameter, d <sub>o</sub> (assuming 1 hole)	d <sub>o</sub> = 12 x 2 x (A <sub>o</sub> / π) <sup>1/2</sup>		
			0.99 in
XIV.A.6 Determining the number of holes, n <sub>holes</sub>	Diameter of design holes, d <sub>h</sub> A <sub>h</sub> = π (d <sub>h</sub> <sup>2</sup> / 12) <sup>2</sup> n <sub>holes</sub> = A <sub>o</sub> / A <sub>h</sub>		
			0.75 in 0.003 sf 1.7 holes Use 2 holes
XIV.A.7 Actual Water Quality Orifice Area, A <sub>oD</sub>	A <sub>oD</sub> = A <sub>h</sub> x n <sub>holes</sub>		
			0.006 sf
XIV.A.8 Actual Water Quality Discharge Rate, Q <sub>act,WQC</sub>	Q <sub>act,WQC</sub> = A <sub>oD</sub> x (0.62(2 x g x h <sub>avg</sub> ) <sup>1/2</sup> )		
			0.021 cfs



EMERGENCY SPILLWAY  
NOT TO SCALE



OUTLET STRUCTURE DETAIL  
NOT TO SCALE

STORM WATER NARRATIVE

THE PROPOSED STORM WATER MANAGEMENT SYSTEM DRAINAGE AREA IS COMPOSED OF 0.60 ACRES OF LAND WITH MODERATELY ROLLING TOPOGRAPHY AND, IN ITS EXISTING STATE IS PREDOMINANTLY COVERED BY ASPHALT. AN ONSITE WATER QUALITY CONTROL POND HAS BEEN PROPOSED NORTH OF THE PROPOSED BUILDING EXPANSION. RUNOFF FROM THE REMAINDER OF THE SITE SHALL UTILIZE THE EXISTING DRAINAGE COURSE TO OUTLET TO THE WETLAND ADJACENT SOUTHWEST TO THE SITE.

THE EXISTING DRAINAGE PATTERN FOR THE SITE PRIMARILY FLOWS INTO THE EXISTING WETLAND IN THE WEST SIDE. AN EXISTING CULVERT IS LOCATED AT THE DRIVE TO ALLOW DRAINAGE FROM THE NORTH OF THE SITE TO DRAIN TO THE WETLAND. EXISTING WETLAND BOUNDARY DERIVED FROM BOSS ENGINEERING JOB NO. 00095, DATED 05/10/2001. WATER SHEET FLOWS FROM THE SITE TO THE WETLAND VIA EXISTING SPILLWAYS THAT ARE TO REMAIN.

AN ONSITE WATER QUALITY CONTROL POND HAS BEEN PROPOSED NORTH OF THE PROPOSED BUILDING EXPANSION. RUNOFF FROM ALL IMPERVIOUS SURFACES WITHIN THE DESIGNATED DRAINAGE AREA WILL BE OBTAINED IN THE POND BY USE OF A RESTRICTED OUTLET STANDPIPE PER COUNTY STANDARDS. THE POND IS DESIGNED TO RETAIN THE WATER QUALITY VOLUME RUNOFF FROM THE SITE FOR 24 HOURS MINIMUM TO ALLOW SUSPENDED SOLIDS TO SETTLE PRIOR TO RELEASE AT A CONTROLLED, RESTRICTED RATE TO THE DOWNSIDE SYSTEM. THE POND OUTLETS TO FOLLOW THE EXISTING DRAINAGE COURSE.

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CIVIL ENGINEERING  
SURVEYING  
3300 S. OLD U.S. 23, BRIGHTON, MI 48114  
PHONE: (810) 225-7100  
WWW.LIVINGSTONENGINEERING.COM

SCALE: 0" = 20'  
GRAPHIC SCALE: 1" = 20'  
EXCEPT AS NOTED

CLIENT: RAND CONSTRUCTION

THREE 60 ROTO  
PARCEL ID# 4711-05-303-020  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MI  
SITE PLAN  
SITE GRADING & STORM WATER MANAGEMENT PLAN

DATE: 07/15/2025

REVISIONS:  
DATE: 07/15/2025  
BY: JASON  
CHECKED: TIZ  
APPROVED: TIZ  
DATE: 07/21/2025

JOB NO: 24193  
DRAWN: MEA  
CHECKED: TIZ  
APPROVED: TIZ  
DATE: 07/21/2025

C5.0



TO BE USED ON-SITE -

CURB-F4

TRUCK OVERHANG

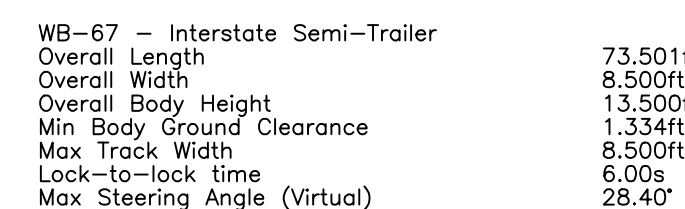
WHEEL PATH

TRUCK MOVEMENT (FORWARD)

TRUCK OVERHANG

WHEEL PATH

TRUCK MOVEMENT (REVERSE)

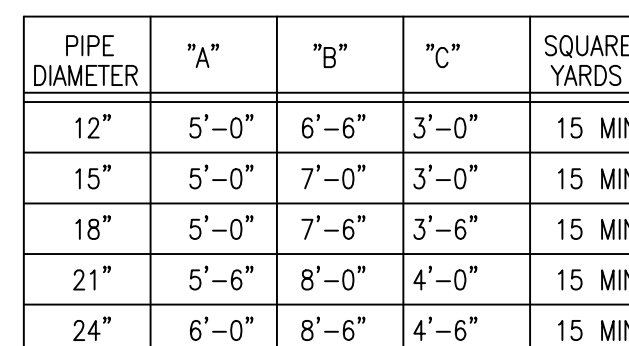


Technical drawing of a fire truck showing dimensions in feet and inches. The drawing includes a side profile of the truck with various measurements labeled. The overall length is 49.083 feet. The overall width is 8 feet. The overall height is 8.167 feet. The wheelbase is 20.583 feet. The ground clearance is 6.167 feet. The steering angle is 45.00 degrees.

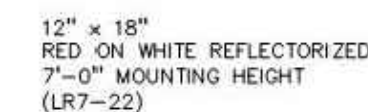
Dimension	Value (ft)	Value (in)
Brighton 49' Fire Truck	49.083	49.083
Overall Length	49.083	49.083
Overall Width	8.000	8.167
Overall Body Height	8.167	8.167
Wheelbase	20.583	20.583
Ground Clearance	6.167	6.167
Track Width	8.167	8.167
Lock-to-Lock time	45.00	45.00
Max Steering Angle (Virtual)	45.00	45.00

**FIRE TRUCK DETAIL**  
NOT TO SCALE

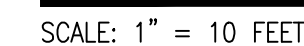
SCALE: 1" = 10 FEET

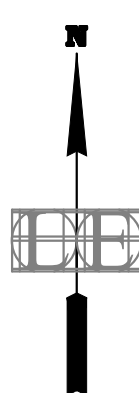


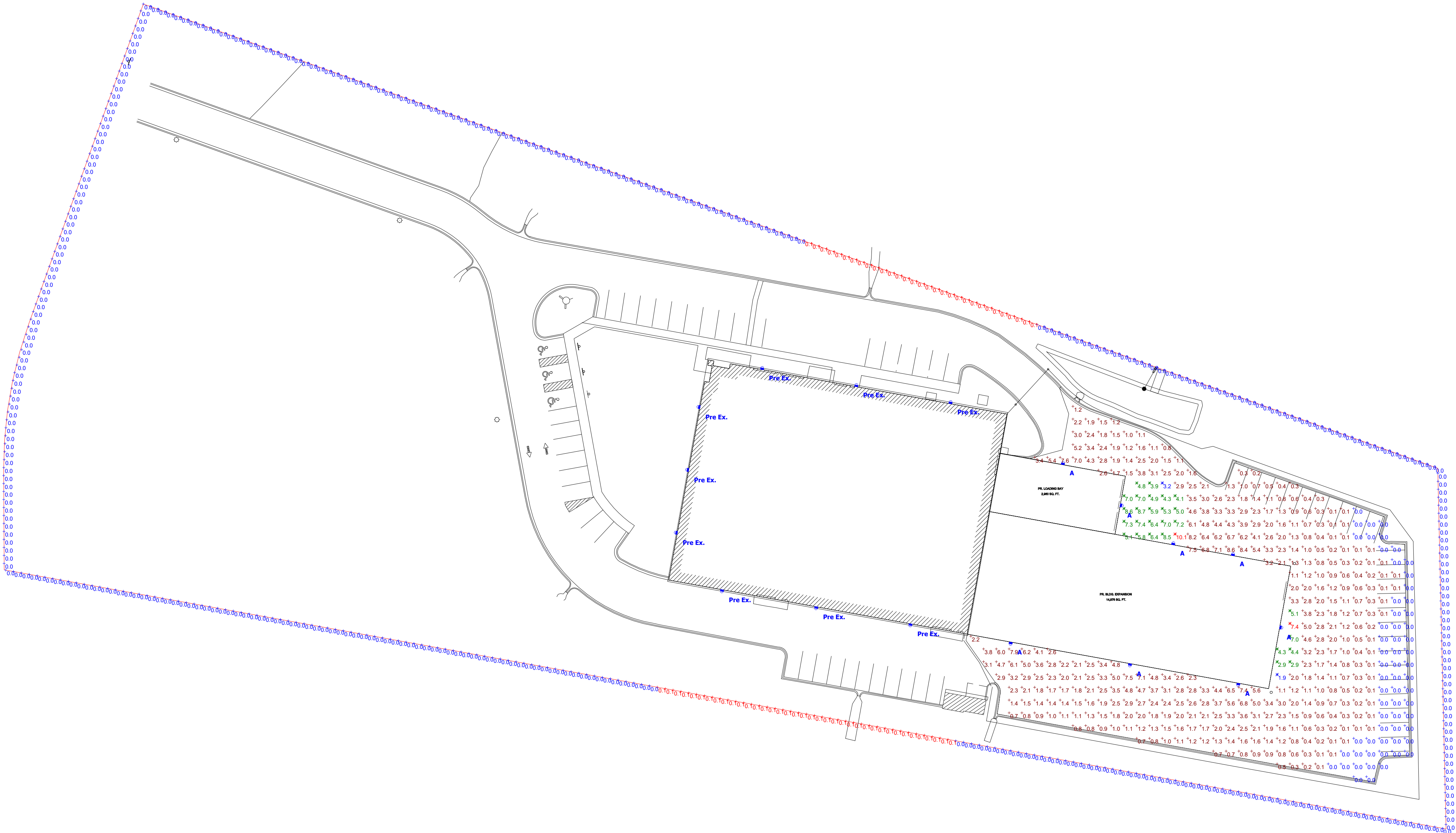
SITE-RR




SIGN-FL








Plan View  
Scale - 1" = 40'




**WDGE4 LED**  
Architectural Wall Sconce



**Specifications**

Depth (D1): 10"  
Depth (D2): 2"  
Height: 9"  
Width: 25"  
Weight: 35.5 lbs  
(without options)



**Introduction**

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean, rectangular design comes in four sizes with lumens packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Engineered with LightPath™ wireless controls, the WDGE family provides additional energy savings and code compliance. WDGE4 has been designed to deliver up to 25,000 lumens through a precision reflective lens with wide distribution, perfect for augmenting the lighting from pole-mounted luminaires.

**Ordering Information**

**EXAMPLE: WDGE4 LED P3 40K 70CRI R3 MVOLT S8M DBRXX**

Letter	Package	Color Temperature	W	Height	Warranty	Notes
WDGE4 LED	P1	40K	25000	40"	5 Year	Shipped separately
WDGE4 LED	P2	40K	12500	20"	5 Year	Shipped separately
WDGE4 LED	P3	40K	6250	10"	5 Year	Shipped separately

**Accessories**

**WDGE4 LED Family Overview**

Letter	Type	Standard W	Standard H	Light	Notes
WDGE4 LED	Standard	40"	10"	12500	Standard
WDGE4 LED	Standard	20"	5"	6250	Standard
WDGE4 LED	Standard	10"	2.5"	3125	Standard
WDGE4 LED	Standard	5"	1.25"	1562	Standard



**Notes**

1. All WDGE4 LED products are designed to be used with the WDGE4 LED family of wireless controls. 2. All WDGE4 LED products are designed to be used with the WDGE4 LED family of wireless controls. 3. All WDGE4 LED products are designed to be used with the WDGE4 LED family of wireless controls. 4. All WDGE4 LED products are designed to be used with the WDGE4 LED family of wireless controls.

## Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Boundary @ 5'	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A
Proposed Loading Bay Doors	✖	6.3 fc	10.1 fc	3.2 fc	3.2:1	2.0:1
Proposed Loading Space	✖	4.5 fc	7.4 fc	1.9 fc	3.9:1	2.4:1
Proposed Parking Lot	+	2.0 fc	10.1 fc	0.0 fc	N/A	N/A

### Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	LLF	Input Power	Mounting Height
	A	8	Lithonia Lighting	WDGE4 LED P1 70CRI R4 40K	WDGE4 LED WITH P1 - PERFORMANCE PACKAGE, 4000K, 70CRI, TYPE 4 OPTIC	12179	0.9	76.21	17'
	Pre Ex.	9	PRE EXISTING	PRE EXISTING	PRE EXISTING FIXTURE, TO BE VERIFIED BY OTHERS	9739	0.5	73.29	17'

### General Note

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0" & 5' - 0"

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

### Alternates Note

THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

### Drawing Note

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

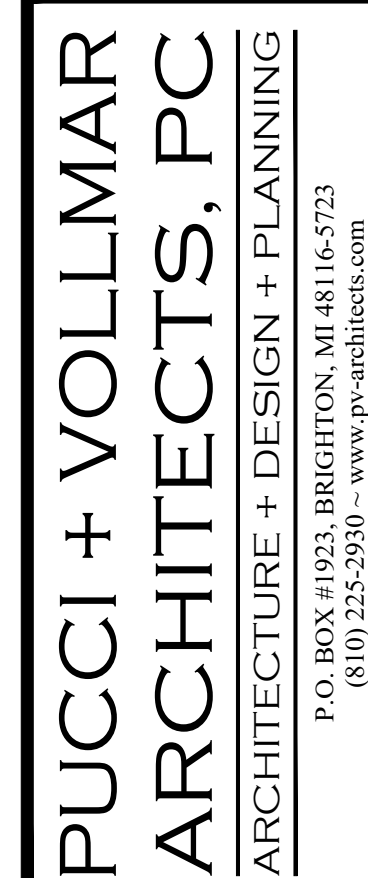
### Ordering Note


FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

### Mounting Height Note

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.







**360 ROTO ~ ADDITION**  
741 VICTORY DRIVE  
GENOA TWP., MICHIGAN

**PROJECT**

---

**FLOOR PLAN**

**SHEET  
TITLE**

[illegible]

DO NOT SCALE THIS PRINT,  
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DRAWN BY: KV  
APPROVED BY: KV

PROJECT: 2501

SHEET:  
**A1**



PV  
A

PUCCI + VOLLMAR  
ARCHITECTS, PC

ARCHITECTURE + DESIGN + PLANNING

P.O. BOX #1923, BRIGHTON, MI 48116-5723  
(810) 225-2930 - www.pv-architects.com

STATE OF MICHIGAN  
KARL VOLLMAR  
ARCHITECT  
#01093972  
LICENSED ARCHITECT

FOR:  
**RAND  
CONSTRUCTION**  
1210 RICKETT ROAD  
BRIGHTON, MI 48116  
PHONE: 810-227-1011

PROJECT  
360 ROTO ~ ADDITION  
741 VICTORY DRIVE  
GENOA TWP., MICHIGAN

SHEET  
TITLE  
ADDITION PLAN

2-19-2025  
REVISED PER TOWNSHIP REVIEW

1-21-2025  
SITE PLAN SUBMITTAL

DATE  
ISSUED FOR

DO NOT SCALE THIS PRINT;  
USE DIMENSIONS SHOWN ONLY

DRAWN BY: KY

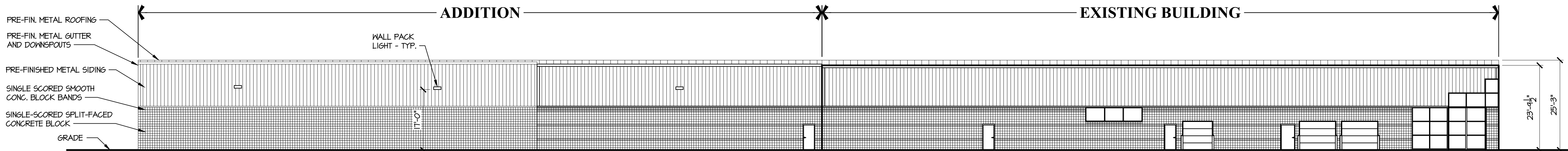
APPROVED BY: KY

PROJECT: 2501

SHEET:  
**A2**

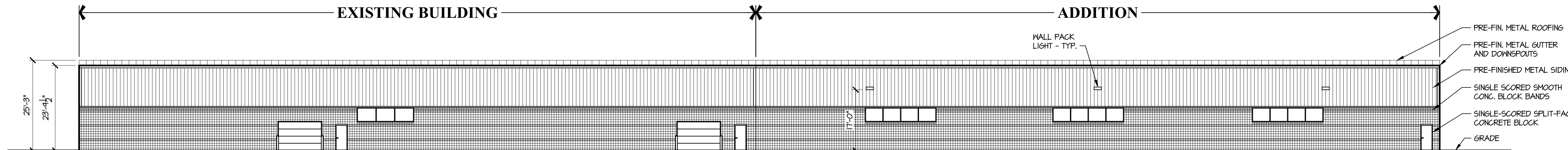
269

NORTH ELEVATION MATERIAL PERCENTAGES			
GROSS WALL AREA =	9,227	SF	
DOOR AND WINDOW AREA =	702	SF	
NET WALL AREA =	8,525	SF	
METAL SIDING (25% MAX)	= 4,510 S.F. ~ % =	4,510	= 53.61 %
SCORED CONG. BLOCK, OR SPLIT-FACED CONG. BLOCK (100% MAX)	= 3,955 S.F. ~ % =	3,955 S.F.	= 46.34 %
		8,525 S.F.	



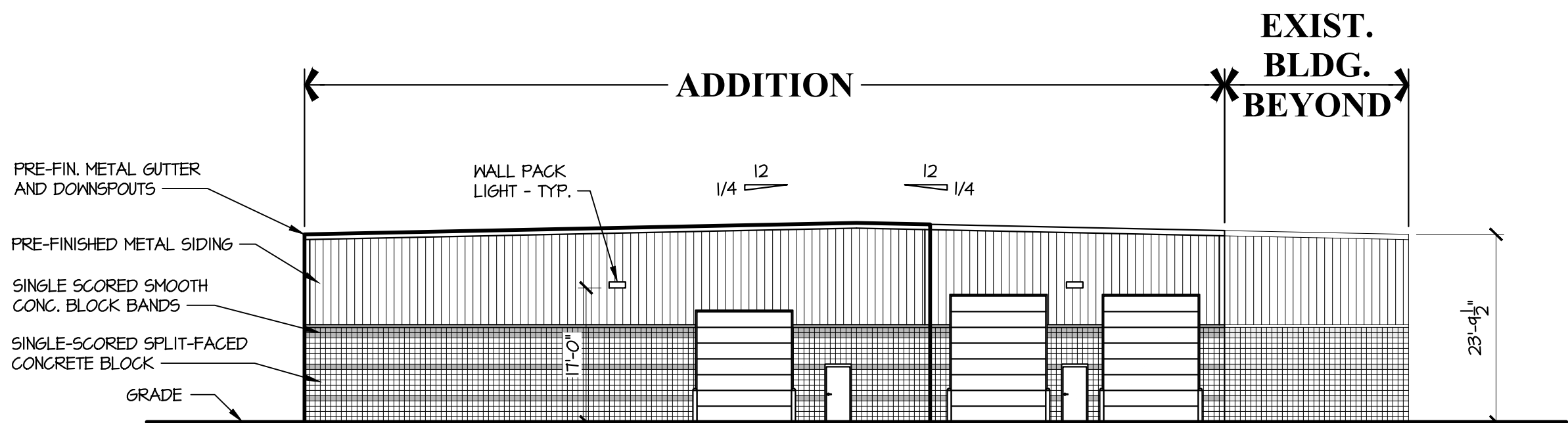
**NORTH ELEVATION**  
SCALE: 1/16" = 1'-0"

SOUTH ELEVATION MATERIAL PERCENTAGES			
GROSS WALL AREA =	9,088	SF	
DOOR AND WINDOW AREA =	514	SF	
NET WALL AREA =	8,574	SF	
METAL SIDING (25% MAX)	= 4,504 S.F. ~ % =	4,504 S.F.	= 52.53 %
SCORED CONG. BLOCK, OR SPLIT-FACED CONG. BLOCK (100% MAX)	= 4,070 S.F. ~ % =	4,070 S.F.	= 47.47 %
		8,574 S.F.	



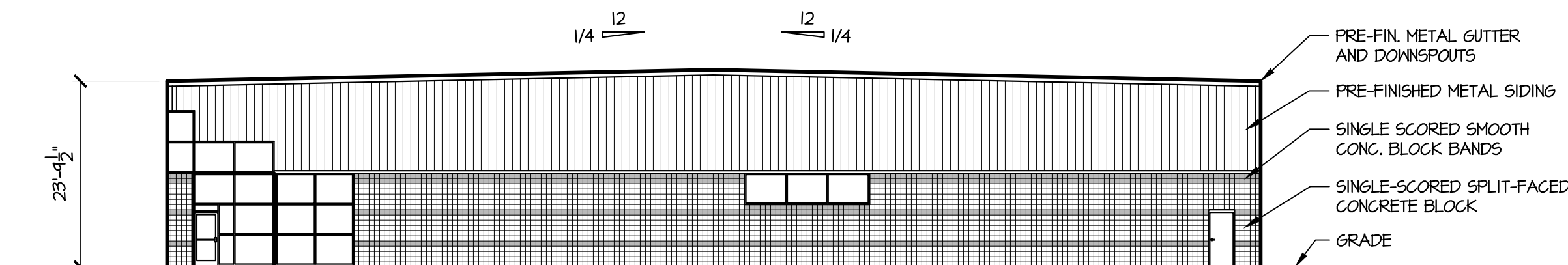
**SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"

EAST ELEVATION MATERIAL PERCENTAGES			
GROSS WALL AREA =	3,429	SF	
DOOR AND WINDOW AREA =	621	SF	
NET WALL AREA =	2,808	SF	
METAL SIDING (25% MAX)	= 1,623 S.F. ~ % =	1,623 S.F.	= 57.80 %
SCORED CONG. BLOCK, OR SPLIT-FACED CONG. BLOCK (100% MAX)	= 1,185 S.F. ~ % =	1,185 S.F.	= 42.20 %
		2,808 S.F.	



**EAST ELEVATION**  
SCALE: 1/16" = 1'-0"

EXISTING WEST ELEVATION MATERIAL PERCENTAGES			
GROSS WALL AREA =	3,429	SF	
DOOR AND WINDOW AREA =	404	SF	
NET WALL AREA =	3,025	SF	
METAL SIDING (25% MAX)	= 1,681 S.F. ~ % =	1,681 S.F.	= 55.57 %
SCORED CONG. BLOCK, OR SPLIT-FACED CONG. BLOCK (100% MAX)	= 1,344 S.F. ~ % =	1,344 S.F.	= 44.43 %
		3,025 S.F.	



(FOR REFERENCE ONLY -  
NO WORK ON THIS ELEVATION)  
**EXISTING WEST ELEVATION**  
SCALE: 1/16" = 1'-0"

#### TOWNSHIP REGULATIONS:

ZONING: IND - INDUSTRIAL  
ARTICLE 8 - INDUSTRIAL USES:  
MAX. HEIGHT = 30' MAX. / 2 STORIES  
EXISTING/PROPOSED = 25'-3" / 1 STORY (COMPLIES)

ARTICLE 12 - BUILDING MATERIALS:  
SPLIT-FACED CONCRETE BLOCK = 100% MAX. (COMPLIES)  
SCORED CONCRETE BLOCK = 100% MAX. (COMPLIES)  
METAL = 25% MAX. (DOES NOT COMPLY. RELIEF REQUESTED PER ARTICLE 12.01.08 BELOW)

ARTICLE 12.01.08 - EXISTING BUILDINGS:  
WHERE ADDITIONS OR REMODELING OF EXISTING BUILDINGS IS PROPOSED, THE FOLLOWING STANDARDS SHALL APPLY:  
(b) WHERE AN ADDITION IS PROPOSED TO AN EXISTING BUILDING, THE PLANNING COMMISSION MAY ALLOW THE USE OF EXISTING WALL MATERIALS FOR THE ADDITION PROVIDED THAT THE DESIGN OF THE ALTERATION IS CONSISTENT WITH THE EXISTING BUILDING WALL DESIGN.

THE OWNER IS REQUESTING RELIEF FROM THE MAXIMUM METAL PERCENTAGE REQUIREMENT PER THIS STANDARD.

ARTICLE 16 - SIGNAGE:  
THERE WILL NOT BE ANY NEW SIGNAGE

NOTES:  
1) ALL BUILDING MOUNTED LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD  
2) THERE WILL NOT BE ANY ROOFTOP MECHANICAL EQUIPMENT

#### BUILDING FINISH MATERIALS:

NOTE: ALL MATERIALS SHALL MATCH EXISTING FOR TEXTURE AND COLOR

PRE-FINISHED METAL ROOFING: BUTLER MR-24; COLOR = GALVALUME

PRE-FINISHED METAL SIDING: BUTLER; COLOR = BEIGE

PRE-FINISHED METAL GUTTERS AND DOWNSPOUTS: BUTLER; COLOR TO MATCH SIDING

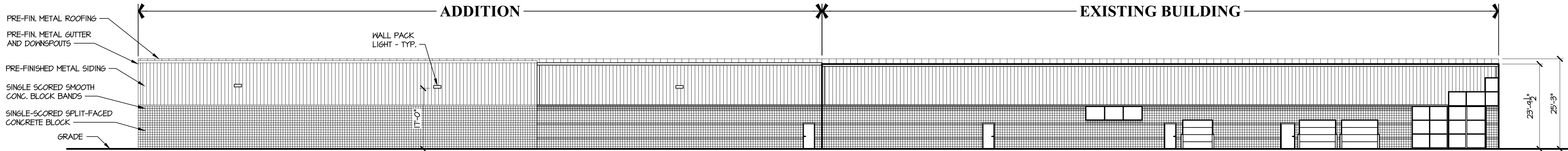
SINGLE-SCORED SPLIT-FACED CONCRETE BLOCK: COLOR = BEIGE

SINGLE-SCORED SMOOTH FACED CONCRETE BLOCK BANDS: COLOR = LIGHT BROWN

PERSONELL DOORS AND OVERHEAD DOORS PAINTED TO MATCH BLOCK: COLOR = BEIGE

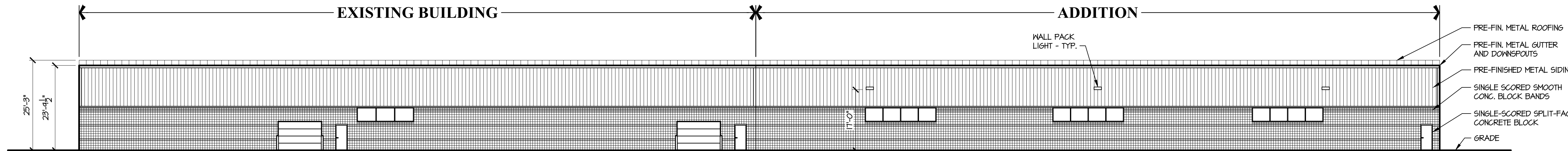
WINDOWS: 1" LOW-E INSULATING GLASS WITH GREY TINT IN DARK BRONZE ANODIZED ALUMINUM FRAMES

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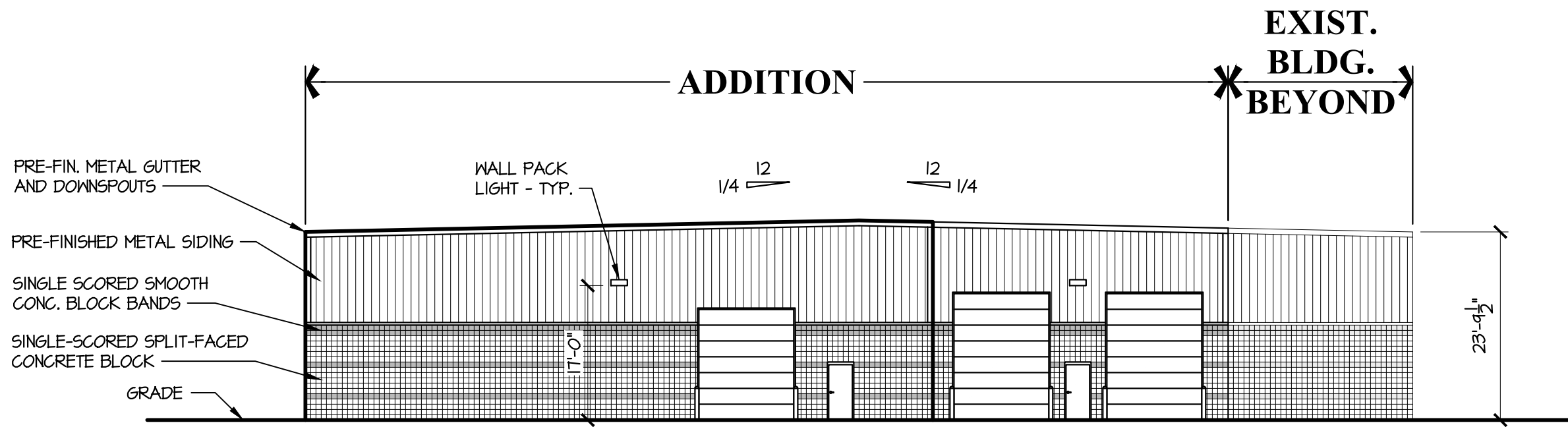
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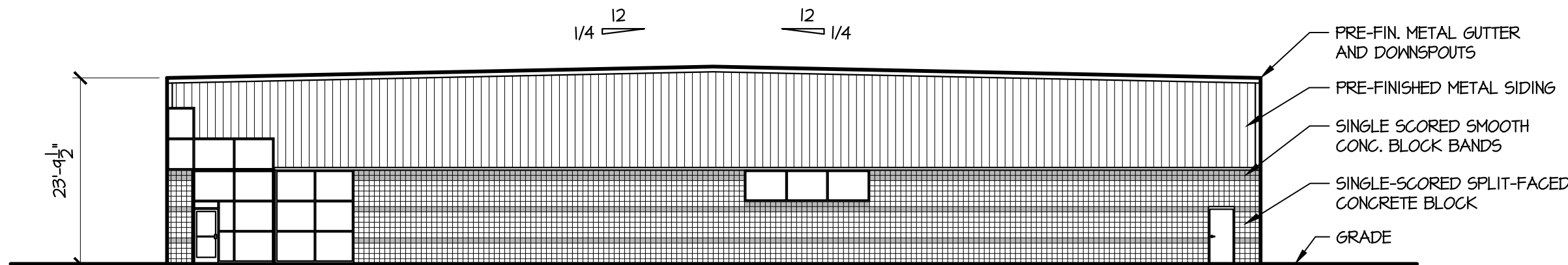
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(FOR REFERENCE ONLY -  
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**EXISTING WEST ELEVATION**  
SCALE: 1/16" = 1'-0"

#### TOWNSHIP REGULATIONS:

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(810) 225-2930 • www.pv-a.com



FOR:  
**RAND CONSTRUCTION**  
1210 RICKETT ROAD  
BRIGHTON, MI 48116  
PHONE: 810-227-1011

PROJECT: 360 ROTO ~ ADDITION  
741 VICTORY DRIVE  
GENOA TWP., MICHIGAN  
SHEET TITLE: EXTERIOR ELEVATIONS

DO NOT SCALE THIS PRINT, USE DIMENSIONS SHOWN ONLY	DATE: 1-21-2025	SHEET: 2501
DRAWN BY: KY	DATE: 1-21-2025	SHEET: 2501
APPROVED BY: KY	DATE: 1-21-2025	SHEET: 2501
PROJECT: 2501	DATE: 1-21-2025	SHEET: 2501
PROJECT: 2501	DATE: 1-21-2025	SHEET: 2501

**A3**

**Table 7.02 Schedule of Commercial Uses**

		OSD	NSD	GCD	RCD	Req.
Restaurants, taverns, bars, delicatessen, food carryout, coffee shops, and similar establishments serving food or beverages	Standard restaurants and coffee shops, except as provided below	S	P	P	P	
	Restaurants and bars serving alcoholic beverages	S	S	P	P	
	Bars providing dancing and live music	--	--	P	P	
	Restaurants with open front windows	--	S	S	S	7.02.02(i)
	Restaurants with outdoor seating	--	P	P	P	7.02.02(i)
	Drive-through restaurants	--	--	<del>—S</del>	S	7.02.02(j)
	Drive- in restaurants	--	--	S	S	7.02.02(j)
	Carry-out restaurants	--	P	P	P	
	Coffee Shop with drive-through	--	--	S	S	7.02.02(j)
	Brewpub	--	--	P	P	
	Micro-brewery, small distillery and small winery	--	--	S	S	7.02.02(y)

**7.02.02 Use Conditions:** Uses noted above shall only be allowed where the following requirements are complied with:

- (j) Restaurants or coffee shops with drive-in or drive-through facilities shall comply with the following requirements:
  - (1) Principal and accessory buildings shall be setback a minimum of fifty (50) feet from any adjacent public right of way line or property line.
  - (2) The establishment of a new drive-through, excluding a drive-in-restaurant, shall require the lot be separated a minimum of five hundred (500) feet from any other lot containing a drive-through ~~restaurant.~~ The Planning Commission may waive this requirement for uses with vehicular access to an internal service drive (and not directly to/from the main roadway), where access to the main roadway is via a shared driveway or signalized intersection, or where the use is expected to generate 50 directional or fewer trips during the a.m. or p.m. peak hour.
  - (3) Only one (1) access shall be provided onto any street.
  - (4) Such ~~—restaurants—uses~~ constructed adjacent to other commercial developments shall have a direct vehicular access connection (cross-site access) where possible.
  - (5) Where the property abuts a residential land use, the site plan shall comply with the applicable landscaping and lighting regulations of Article 12 of the Township Zoning Ordinance. Additionally, the applicant shall provide a sound study demonstrating compliance with the Township Noise Ordinance (Ordinance #011203).

- (6) Clear identification and delineation between the drive-through lane and parking lot shall be provided.
- (7) Each drive-through shall provide an escape lane to allow other vehicles to pass those waiting to be served. The Planning Commission may waive the requirement for an escape lane where it can be demonstrated that such a waiver will not result in an adverse effect on public safety or the convenience of patrons of the facility.
- (8) The drive-through lane and window shall be located on the side or rear elevation of the building to minimize visibility from the public or private roadway. The Planning Commission may allow a drive-through lane and window in a front yard of a corner lot, provided it is located in the front yard of the secondary street and the greenbelt requirements of Section 12.02.01 of the Township Zoning Ordinance are met. The Commission may also require additional landscaping/screening of the drive-through lane and window, if deemed necessary.

## **Sec. 14.06 OFF-STREET PARKING SPACE DESIGN STANDARDS AND SETBACK REQUIREMENTS**

**14.06.05 Stacking Spaces.** Businesses that provide drive-through facilities are required to provide spaces for vehicles waiting in line. The Planning Commission shall have the discretion to increase or decrease the number of stacking spaces required by Section 14.04 above. Use of such discretion shall be based on data contained in the traffic study or data provided by an applicant or collected by Township staff. Required stacking spaces shall be a minimum ~~nine~~ten (9~~10~~) feet wide and twenty (20) feet in length with direct forward access to a service window of a drive-through facility. A stacking space shall be located to prevent any vehicles from extending onto the public right-of-way, or interfering with any pedestrian circulation, traffic maneuvering, or other parking space areas. Stacking spaces for drive-through or drive-in uses may not be counted as required parking spaces.

### **18.07.09 Traffic Impact Study.**

- (c) The contents of the traffic impact study shall include:
  - (7) Forecasted trip generation of the proposed use for the a.m. (if applicable) and p.m. peak hour and average day. The forecasts shall be based on the data and procedures outlined in the most recent edition of Trip Generation published by the Institute of Transportation Engineers (ITE). The applicant may use other commonly accepted sources of data or supplement the standard data with data from at least three (3) similar projects in Michigan, including actual trip generation data (a.m. and p.m. peak hour and average day, in the form of actual hourly directional driveway counts, hourly transaction data, or other method deemed acceptable by the Township) for local or national chains and franchises. The Township may require inclusion of actual data for local or national chains and franchises in the study.

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
February 10, 2025**

**MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:30 p.m. Present were Chris Grajek, Tim Chouinard, Marianne McCreary, Eric Rauch, and Bill Reiber. Absent were Glynis McBain and Greg Rassel. Also present were Planning Director Amy Ruthig, Brian Borden of Safebuilt, and Shelby Byrne of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner McCreary, supported by Commissioner Rauch, to approve the agenda as presented. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC:

The call to the public was made at 6:31 pm.

Mr. Jeff Dhaenens of 5494 Sharp Drive stated the item on tonight's agenda is about drive-through restaurants and changing the zoning. There is also a plan to open the Master Plan. He asked for the Township to review the food truck section of the ordinance.

The call to the public was closed at 6:32 pm.

**OPEN PUBLIC HEARING #1...**Discussion of an ordinance amendment to Article 7 "Commercial and Service Districts" in regards to drive-through restaurants.

Mr. Borden stated tonight's item is to review the proposed changes to this section of the ordinance. This is only for discussion and no action will be taken tonight.

Currently drive-through's are permitted as an allowable use via a Special Land Use Permit in the General Commercial District (GCD) only. They are proposing to also allow them as a special use in the Regional Commercial District (RCD), which would be expanding where they can be.

The Planning Commission previously discussed eliminating some categories in the ordinance for drive-through businesses, such as the coffee shop; however, the ordinance has a definition

for a drive-through coffee shop with certain restrictions regarding parking, etc. so he chose to leave that in.

It was also previously discussed to eliminate the 500-foot restriction between drive-through businesses. They have kept that requirement; however, they have put in conditions where this could be waived.

He reviewed the additional proposed changes, specifically the use conditions, stacking space standards, the traffic impact study, landscaping, lighting, noise, etc. These changes will apply to both drive-through restaurants and drive-through coffee shops.

The Planning Commission, staff, and consultants discussed the proposed changes in detail. It was determined that some additional changes were needed. Additionally, Ms. Byrne and her colleagues will review the changes proposed for the stacking space section to ensure they are appropriate. It is anticipated this will be returned to the Planning Commission and a public hearing will be held at the March meeting.

The call to the public was made at 7:18 pm with no response.

#### ADMINISTRATIVE BUSINESS:

##### **Staff Report**

Ms. Ruthig stated there will be two items and the zoning item discussed this evening on the March meeting agenda.

##### **Approval of the January 13, 2025 Planning Commission meeting minutes**

Needed changes were noted.

**Moved** by Commissioner McCreary, seconded by Commissioner Reiber, to approve the minutes of the January 13, 2025 Planning Commission Meeting as amended. **The motion carried unanimously.**

##### **Member Discussion**

Chairman Grajek questioned when the Planning Commission will learn of the legal opinion that has been rendered regarding the Latson Road PUD. Ms. Ruthig stated she will be scheduling a special Planning Commission meeting regarding this.

Commissioner McCreary stated Brandon Township adopted an ordinance regarding attached and detached accessory buildings. Ms. Ruthig stated she has an ordinance drafted regarding this; however, it only addresses detached. Commissioner McCreary will provide a copy of the ordinance to staff.



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

## MEMORANDUM

**TO:** Honorable Board of Trustees

**FROM:** Kelly VanMarter, Manager

**DATE:** February 12, 2025

**RE:** **Master Plan Update – Public Outreach**

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At the last meeting, the Township Board approved a baseline amount related to initiating a Master Plan update. One of the discussion items regarding the update was the cost and methodology for the public engagement portion of the plan update. In response to your feedback, Giffels Webster has prepared a revised proposal which is attached in the following pages. They have also created and published the project website which is available at the following link:

<https://engage.giffelswebster.com/genoa-township-master-plan-update>

Although funding and final adoption of the Master Plan is the responsibility of the Board in our Township, the law requires that the Planning Commission prepare and adopt the plan which includes obtaining public input. (MCL 125.3831) Given that the plan is their responsibility and because the project will require considerable time and effort, it is critical that the Planning Commission feels supported during the update process with access to resources necessary to generate a plan that reflects the desires of the community. For these reasons, I recommend that the Board request a review and comment by the Planning Commission as it relates to the scope of the plan update and public engagement options prior to making a final decision on the proposal. This information can be included in the March 10<sup>th</sup> Planning Commission packet for their review and comment and then will be returned to the Board for additional deliberation and/or adoption.

I look forward to discussing this with you on Monday. Please don't hesitate to contact me with any questions.

### **SUPERVISOR**

Kevin Spicher

### **CLERK**

Janene Deaton

### **TREASURER**

Robin L. Hunt

### **TRUSTEES**

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

### **MANAGER**

Kelly VanMarter

# Genoa Township 2025 Master Plan Update

## Proposed Scope of Services

Genoa Township updated its Master Plan in 2023. The Plan addressed housing, commercial corridors, natural features, and transportation. It included a 2013 Plan for South Latson Road by reference. The Township is finding the current Master Plan may need revision/refinement to better align with community interest today. The Township desires to undertake an update of the Master Plan to review land use issues, gain public input, and refine the course for future planning and zoning decisions. To accomplish this, we propose the following scope of work.

1. **Background Research and Summary of Existing Conditions.** Update the 2023 Plan's analysis and observations of existing land use, current master plan designation, demographic trends and conditions, traffic conditions, and other influences. A limited market assessment, which will be prepared by our partner, the Chesapeake Group, will provide an update of the potential market for a variety of uses, including office, retail, and multiple family residential. This limited market assessment will also include a consumer spending survey. This information will be used to understand the changes in local consumer demand and need for a variety of uses in the Township. Within this task we will create the online platform for community engagement and information related to the planning process. **This platform is available here: <https://engage.giffelswebster.com/genoa-township-master-plan-update>** We recommend the Township provide a link to this platform from its home page.

Task Cost: \$4,200

2. **Assessment of Master Plan Goals, Objectives, and Implementation.** We will review the current goals, objectives, and implementation strategies by category (e.g., housing, transportation, etc.) to evaluate gaps that should be addressed within the Master Plan Amendment. Review with Planning Commission to discuss concerns and opportunities to update the plan.

Task Cost: \$1,200

Meetings: One

3. **Public input.** We propose the following options for input, which we can refine with the Township, based on the level of engagement desired. At a minimum, we recommend the online website, which allows us to post a variety of opportunities for community feedback. We note that Planning Commission meetings are open to the public and we can publicize those based on the topics for in-person participation by the community in a structured manner. Those meetings are already included in the scope.

- *Online Project Website & Survey.* Our team will develop an online platform (during Task 1) that allows community members to read and respond to plan sections, proposed projects, and offer feedback. This option, which runs throughout the project, is \$3,100.
- *Open House/Meeting Toolkits.* Open houses and other group meetings are great opportunities for informal discussion by providing opportunities for participants discuss planning goals and objectives and provide input. The Township Board is interested in lowering the cost for this option and facilitating the open house with staff/officials, and potentially facilitating more than one. We propose to create a meeting toolkit, which will include:

- *A short powerpoint slideshow about the purpose of a master plan and zoning ordinance. This will be a looping set of slides that can run through an open house event.*
- *Large (36" x 48") maps of the Township – an overall Future Land Use Map and aerial – with supplies (markers, sticky notes) to allow participants the opportunity to add comments and draw on the maps. Two sets of maps will be provided with additional sets available as needed.*
- *Informational display posters that summarize the 2023 Master Plan: One 24" x 36" poster for each of the five Master Plan goals and objectives. One or two posters for the Future Land Use descriptions. These will be arranged to allow for participants to place dots to indicate their support for each of the goals and objectives.*
- *QR Code link to the project platform where people can share additional comments and get more information.*
- *Notepads/collection cards for facilitators to jot down notes to be shared with our project team.*
- *This option is \$625 to create the meeting materials*
  - *plus 2 hours to summarize each event at a rate of \$240 for each event*
  - *optional: for two members of our team to participate and help facilitate the event, the fee is an \$850 for each event (assumes 3 hours for the event).*
  - *In other words: For one open house event with our participation, the fee is \$1,715. For each additional open house event with our participation, the fee would be \$1,090.*
- *Survey. Using our online platform, we propose to pose a series of questions over a longer timeframe on topics related to each of the Master Plan goals (Housing, Economic Development, Transportation, Natural Resources, and Public Facilities). We propose small handouts with QR codes to be shared at community events and local businesses to advise the community of this opportunity. Paper-based questions will be available at additional charge. This option is \$2,400.*

#### 4. Plan Preparation:

A. **Master Plan.** The Master Plan will include the following:

1. **Goals & Objectives.** Based on the existing conditions overview and public input received through the planning process, our team will assist the Planning Commission in updating the Master Plan goals, policies, and objectives.
2. **S. Latson Road Area Plan:** Based on the existing conditions overview, market analysis, and public input, we will assist the township with a development strategy and action items to provide policy direction on land use.
3. **Future Land Use Plan Map** and supporting recommendations based on the existing conditions analysis, public input, and goals and objectives. A narrative of the intent of each land use category will be provided in tabular form. The Thoroughfare Plan will be updated as necessary. Graphics and implementation details illustrating specific proposals will be included as appropriate.
4. **Implementation Strategies.** The Master Plan should be a living document, one that provides guidance and direction for short and mid-term action plans. Realization of the community's

vision, as identified in the Master Plan will only come to fruition through decisive actions that result from an implementation strategy.

- a. Action Items Summary Table: an easy-to-use checklist for prioritizing implementation strategies. Identify a Champion and Partners for each specific action item to ensure implementation success.
- b. Zoning Plan: Prepare a Zoning Plan to guide short-range zoning decisions. Relate current and new districts to each land use category as necessary. Provide direction for zoning changes needed as a result of the Master Plan.

Task Cost: \$9,500

Meetings: Three

## 5. Public Hearing & Adoption

- A. Assist in preparing for the distribution of the draft plan to surrounding communities and designated agencies and utilities.
- B. Prepare notice of public hearing in accordance with the Michigan Planning Enabling Act.
- C. Present draft Plan at the public hearing. Prepare Resolutions of Adoption. Refine pla(s) as needed.
- D. Assist Planning Commission and Township Board with final adoption procedures
- E. Transmit Adopted Plan: Print Master Plan for final distribution as hard copy and an electronic document in PDF format. Coordinate with township staff to ensure the adopted Plan is distributed in accordance with State law.

Meetings: Two - One public hearing for the Master Plan (Planning Commission) and presentation to the Township Board

Task Cost: \$3,500

**Timeline and Budget:** \$18,400 + engagement options

**Contingencies:** 20% of the budget noted above (before engagement options) or \$3,680. This scope of work reflects the Township's interest in exploring some of the 2023 Master Plan's long-range policies, objectives, and action items; refinements in some areas may be desired. If, through this update process, the Plan requires significant changes, we will have a contingency amount to cover any unanticipated work. We will review these items, if they arise, before billing the Township this amount.

Some of the above noted elements may be conducted concurrently. We estimate the above scope of work to take approximately 12-13 months, depending on the Township's meeting schedule and availability, as well as on the required public hearing timetables. We will work with Genoa Township to refine the work program to meet the needs of the Township in the most cost-effective manner possible, while still providing a high quality, easy to read working document.



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## MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** January 29, 2025  
**RE:** Master Plan Update Proposal

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The Township Board approved staff initiation of a Master Plan update with a special focus on the I-96/Latson Road subarea at the December 16, 2024 meeting. To pursue this endeavor, please find attached proposal from Giffels Webster to initiate and complete the update. Giffels Webster recently completed a major overhaul to the Master Plan and as such, will be the most economical option for amending the plan.

The base price of the proposal is \$18,400 with additional costs associated with public engagement options. The proposal provides three options for engagement including an interactive project website (\$3,100), a professionally facilitated community open house (\$5,400), and a community survey (\$2,700). Given the Board's priority focus on community engagement and citizen input, I recommend that the Board incorporate all 3 options to ensure the public is well represented in the plan. Jill Bahm, with Giffels Webster is planning to attend the meeting Monday and will be available to answer any of your questions.

If the Board wishes to move forward with this proposal, I offer the following motion for your consideration:

**Moved by** \_\_\_\_\_, **supported by** \_\_\_\_\_ to approve the proposal from Giffels Webster to update the Township Master Plan with a special study of the S. Latson Road area including public outreach website, community survey and open house event at a cost not to exceed \$29,600.

Sincerely,

Kelly VanMarter

### SUPERVISOR

Kevin Spicher

### CLERK

Janene Deaton

### TREASURER

Robin L. Hunt

### TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

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### MANAGER

Kelly VanMarter

# Genoa Township 2025 Master Plan Update

## Proposed Scope of Services

Genoa Township updated its Master Plan in 2021. The Plan addressed housing, commercial corridors, natural features, and transportation. It included a 2013 Plan for South Latson Road by reference. The Township is finding the current Master Plan direction in the South Latson Road area may need revision/refinement to better align with community interest today. The Township desires to undertake an update of the Master Plan with a special study of S. Latson Road area to review land use issues, gain public input, and refine the course for future planning and zoning decisions in this area. To accomplish this, we propose the following scope of work.

1. **Background Research and Summary of Existing Conditions.** Update the 2021 Plan's analysis and observations of existing land use, current master plan designation, demographic trends and conditions, traffic conditions, and other influences. A limited market assessment, which will be prepared by our partner, the Chesapeake Group, will provide an update of the potential market for a variety of uses, including office, retail, and multiple family residential in the primary study area. This limited market assessment will also include a consumer spending survey. This information will be used to understand the changes in local consumer demand and need for a variety of uses in the Township. Within this task we will create an online platform for community engagement, if selected as part of public input options in Task 3.

Task Cost: \$4,200

2. **Assessment of Master Plan Goals, Objectives, and Implementation.** We will review the current goals, objectives, and implementation strategies by category (e.g., housing, transportation, etc.) and focus specifically on context of the subject area to evaluate gaps that should be addressed within the Master Plan Amendment/Area Plan. Review with Planning Commission to discuss concerns and opportunities to update the plan.

Task Cost: \$1,200

Meetings: One

3. **Public input.** We propose the following options for input, which we can refine with the Township, based on the level of engagement desired. At a minimum, we recommend the online website, which allows us to post a variety of opportunities for community feedback. We note that Planning Commission meetings are open to the public and we can publicize those based on the topics for in-person participation by the community in a structured manner. Those meetings are already included in the scope.

- *Online Project Website & Survey.* Our team will develop an online platform that allows community members to read and respond to plan sections, proposed projects, and offer feedback. This option, which runs throughout the project, is \$3,100.
- *Open House.* Open houses are great opportunities for informal discussion by providing opportunities for participants to visit stations with information on plan-related topics. This option is \$5,400
- *Survey.* A short online public input survey will allow us to gather input from the community on specific strategies identified through the planning process. Paper-based surveys will also be

*provided for those without access to a computer. Surveys for the vision-impaired will also be provided by our staff as requested. We propose small handouts to be shared at community events and local businesses to advise the community of this opportunity. This option is \$2,700.*

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  - a. Action Items Summary Table: an easy-to-use checklist for prioritizing implementation strategies. Identify a Champion and Partners for each specific action item to ensure implementation success.
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Task Cost: \$9,500

Meetings: Three

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**Timeline and Budget:** \$18,400 + engagement options

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# Genoa Township 2025 Master Plan Update

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**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**February 3, 2025**  
**MINUTES**

<https://www.youtube.com/watch?v=JnldyEfP3ac>

**Call to Order**

Supervisor Spicher called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall.

**Invocation**

Supervisor Spicher led the invocation for the Board and the members of the public.

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**Roll Call**

The following members were present constituting a quorum for the transaction of business: Todd Walker, Bill Reiber, Robin Hunt, Kevin Spicher, Janene Deaton, Rick Soucy, Candie Hovarter.

Also present was Township Manager Kelly VanMarter, Township Attorney Joseph Seward and 20 people in the audience.

**Call to the Public**

The call to the public was opened at 6:32 pm.

Deb Beattie – 3109 Pineview Tr. – Wanted to discuss the printer issue discussed at the last meeting. Having the Genoa resident here to discuss the Sharp Printers was beneficial and very knowledgeable and was not looked at by the board. That discussion ended with a board member having questions that were not answered. Immediately moved and seconded and voted on. If I am reading correctly Roberts Rules of Order say that if the board wants to end a discussion, they need to have a vote on that and that did not happen. There is a couple times this rule has not been followed and she thinks it can be done better.

Genoa Charter Township Board Meeting  
February 3, 2025  
Minutes

Therese Cremona and Kristie Wahoski – Livingston County Emergency Management – Came to introduce themselves to the newly elected board as a resource to help the board with their emergency plan. A couple of proposals are going to come forward and they are here to help local jurisdiction with their required emergency site plan if you have over 10,000 residents which is required according to The Act 390 of 1976 (The Michigan Emergency Management Act). We have 20,575 people for the last census. Our plan is current and good for 4 years. When there is a change of leadership it needs to be adopted and signed.

Linda Byer - 2627 Chilson rd. I am addressing once again property on Latson (7 acres) and in question to be rezoned. Turn down no gas station, convenience store or restaurant.

Denise Pollicella - 4200 Sweet Rd. Thank you to the current Township Board for communication outreach and the meetings being available in video. Please have more town hall meetings. The plan only shows the Latson area, would like the proposal for the master plan to go beyond Latson rd. to include the entire Township. A mailed community survey would be a waste as you only get a 6 percent response on that investment. The introduction for the zoning ordinance amendment Section 22, I am a little confused on 2 parts of that. 1. Rezoning of a parcel (brought to the Planning Commission in December and denied) and the other is an amendment to the official Township zoning map of the township. Both of those are separate things and each requires a public hearing in front of the planning commission. The Planning Commission has never heard an application for an ordinance to amend the official zoning map of the Township for this parcel that I could find. Not sure why the Township would consider an amendment to the official Zoning Map when it has not been adopted by the County Commission.

Tracy Pardiak – 4312 Rurik Dr. Speaking of the Latson Rd. PUD. Mr. Wyatt was turned down with the same application in September. Here we are again hearing him at the Dec 9<sup>th</sup> planning Commission meeting to push it through again. Planning Commissioner Raush after hearing comments and concerns of the other Planning Commission members and residents, it took 4 separate motions to deny the request. Part of that denial was because of ordinance violations such as this property only being 7.7 acres instead of the required minimum 20 acres. The proposed property use is not compatible with the surrounding zoning and land influences. The requirement that the use is to be complimentary to and not in competition with local businesses. There has been no evidence of a demonstrated need for the proposed uses. The fact that the I96 corridor has always intersected the community, commercial being North and residential being South, so much so there are only 2 commercial properties South of 96. And the belief that, quoting Mr. Rousch "There is significant work to be done in redevelopment and attention to be done North of 96 to make sure we are putting our best foot forward in the community with the properties we already have". At the Planning Commission meeting on December 9<sup>th</sup>, the argument was made by Wyatt and Planning Commission meeting that he has spent a lot of money on architects and other things so his plans should be approved. Spending a ton of money on non-compliant plans does not justify approving those plans. Why have we even

entertained this request. As far as I can tell there have been zero changes to Mr. Wyatt's plans since December, unless that land tripled in size for starters.

Janine Iyer – 2396 Brighton Rd. I am voicing opposition to the rezoning of East Latson. Just as the previous 3 speakers have to put my vote in. They have already given a lot of good reasons.

Colleen Quinn – 4042 Brookstone Ct. I just wanted to reiterate what the previous speakers have said and urge you to vote against the rezoning from Country Estates to the ICPUD. I have spoken at several meetings. I am still Interested to know what the legal findings where and if this PUD is still valid. I would encourage you to vote no.

The call to the public was closed at 6:35 pm.

#### **Approval of Consent Agenda:**

**Moved** by Hunt, supported by Spicher, to approve the Consent Agenda as presented. **The motion carried unanimously.**

- 1. Payment of Bills: February 3, 2025**
- 2. Request to approve the January 21,2025 regular meeting minutes.**

#### **Approval of Regular Agenda:**

**Moved** by Reiber, supported by Walker, to approve the Regular Agenda as presented. **The motion carried unanimously.**

- 3. Consideration of a request for approval of a proposal from Giffels Webster to update the Township Master Plan with a special study of the S. Latson Road area including public outreach website, community survey and open house event at a cost not to exceed \$29,600 from General Fund, Planning & Zoning, Contractual Services Fund #101-701-802-000.**

Jill with Giffels Webster was present to answer any of the Township board's questions – Communities that do Zoning are required to have a master plan.

#### **Board Discussion**

The Michigan act for planning has to have a review of their master plan every 5 years our last one was in 2021. The Planning Commission is the entity that is responsible for preparing and

adopting that. The Township Board is the Legislative body that does the legal framework of adopting it.

Board discussed having Townhall meetings in lieu of open houses by Giffels Webster. Removal of full quote to selection of services.

**Moved** by Soucy, supported by Hovarter, to update the Master Plan with a base rate of \$18,400 paid to Giffels Webster, with the engagement options to be decided at a later date. **The motion carried unanimously with a roll call vote (Walker – yes; Reiber – yes; Hunt – yes; Deaton – yes; Soucy – yes; Hovarter – yes; Spicher – yes)**

**4. Request for the introduction of proposed Ordinance Number Z-25-03 and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, March 3, 2025. The request for zoning map amendment involves parcel number 4711-09-300-046 consisting of 7.44 acres located on the east side of Latson Road, between Beck Road and the CSX Rail line. The property is requested to be rezoned from Country Estates (CE) to ICPUD (Interchange Commercial Planned Unit Development). Set the date for 3<sup>rd</sup> of march**

**Mr. Spicher-** This is a separate piece of PUD on Latson Rd. Same owner different Lot.

**Ms. Hunt -** Tonight is strictly to set the hearing not vote on the approval.

**Moved** by Reiber, supported by Deaton, to set a date for the 2<sup>nd</sup> hearing to the board of Trustees for March 3, 2025. **The motion carried unanimously.**

**5. Consideration of a request to ratify approval of a revised proposal from Toshiba to return existing copier/printer equipment in accordance with current lease and purchase new copiers/printers at a decreased cost not to exceed \$37,600 with a 36-month fixed rate monthly maintenance service fee of \$576.96 from General Fund, General Government, Equipment/Software/Software Maintenance Fund #101-261-751-000.**

**Moved** by Hunt, supported by Soucy, to ratify the approval of the revised proposal from Toshiba. **The motion carried unanimously.**

**6. Consideration of approval for elected official participation in the Michigan Township Association Annual Conference occurring in Grand Rapids, Michigan from March 31st through April 3rd, 2025.**

Ms. VanMarter said it is held this year in Grand Rapids and in the past the Township always encourages elected officials to attend and processes the per diems for them to go.

**Moved** by Walker, supported by Reiber, to approve per diem for Elected Officials participation in the Michigan Township Association Annual Conference in Grand Rapids, Michigan from March 31<sup>st</sup> through April 3<sup>rd</sup>, 2025. **The motion carried unanimously.**

**7. Request for review and consideration for approval to repeal the existing Per Diem Policy (amended 5/18/20) and to approve the new Trustee/Appointed Official Compensation Policy. -**

**Moved** by Soucy, supported by Reiber, to approve the official Trustee Compensation policy as of February 3, 2025, with the stipend for drive time added for anything outside Livingston County, MI. **The motion carried unanimously.**

**Items for Discussion**

**8. Discussion regarding infrastructure improvements to the Township server.**

Ms. VanMarter stated that we are running out of storage and need to do an upgrade to our infrastructure.

Discussion regarding feedback received during the January 22nd Town Hall Open House meeting.

**9. Mr. Spicher gave us feedback on the January 22<sup>nd</sup> Town Hall Open House meeting. 50 attended and exceeded any expectations. I would like to do them every 6 weeks depending on the demand for Open Houses from the citizens.**

Mr. Walker mentioned bullet point number 6 to have a pull system instead of a push system. Talking to the developer of Brighton and Howells app is \$5,400.00 for the app per year, asked them to come up with a better price and they came back with \$4,800.00. This could be additional means and opportunities for communication when doing the Master Plan.

**Mr. Reiber stated he used the app and received notifications in seconds.**

### **Board Comments**

Ms. Deaton asked if there are any updates from the other boards anyone is sitting on?

Reiber - There will be a special additional Planning Commission meeting for 2 development projects but wanted to keep them separate.

Ms. Hovarter said Howell Parks hired a Deputy Director and they are still looking at their FLMA policy. They received money.

Mr. Walker mentioned Attorney Joe Seward is on planning commission of White Lake Twp. and Attorney Joe Seward wishes they would have had a Township app when they did their Master Plan.

Mr. Reiber asked if we have heard from Foster Swift about the validity of the Latson Rd PUD.

Ms. VanMarter said she got an email with an attachment before she stepped into the meeting but has not reviewed it yet.

Mr. Reiber asked the question, If the County Commission has already rejected it why is it here at this board. It has been rejected twice what do we say what are we going to do?

Ms. Vanmarter makes a recommendation for you to consider as part of your final decision on that request and is not finished until the Township Board makes their final decision. There has been times that the Planning Commission has not made a recommendation and the board decided to approved it and vice versa. It is not final till this board makes a decision.

### **Adjournment**

**Moved** by Deaton, supported by Soucy, to adjourn the meeting at 7:53 pm. **The motion carried unanimously.**

Respectfully Submitted,

Tabitha Dolan  
Recording Secretary

Genoa Charter Township Board Meeting  
February 3, 2025  
Minutes



Approved: Janene Deaton  
Genoa Charter Township



Kevin Spicher, Supervisor  
Genoa Charter Township

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**February 17, 2025**

**MINUTES**

**Call to Order**

Supervisor Spicher called the regular meeting of the Genoa Charter Township Board to order at 6:31 pm at the Township Hall.

**Invocation**

Supervisor Spicher led the invocation for the Board and the members of the public.

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**Roll Call**

The following members were present constituting a quorum for the transaction of business: Kevin Spicher, Janene Deaton, Candie Hovarter, Robin Hunt, Bill Reiber, Rick Soucy, and Todd Walker.

Also present was Township Manager Kelly VanMarter and eight people in the audience.

**Call to the Public**

The call to the public was opened at 6:33 pm.

Ms. Tracey Pardiack of 4312 Rurik stated she is 100 percent against the raise for Ms. VanMarter. She cited the Hard Cap Law regarding the insurance hard cap and gave a review of the raises that Ms. VanMarter has received and stated she makes more than any other township manager in the state and receives a car allowance.

Mr. Jeff Dhaenens of 5494 Sharp Drive commended Ms. VanMarter for the job she does. He is not convinced that the My Genoa App is appropriate for the township. There are enough social media platforms that the township is engaged in.

The call to the public was closed at 6:37 pm.

**Approval of Consent Agenda**

It was requested to have both Consent Agenda items moved to the Regular Agenda.

**Moved** by Hunt, supported by Deaton, to approve the Consent Agenda as corrected. **The motion carried unanimously.**

**~~1. Payment of Bills: February 17, 2025. (Moved to Regular Agenda)~~**

**~~2. Request to approve the February 3, 2025 regular meeting minutes. (Moved to Regular Agenda)~~**

**Approval of Regular Agenda:**

Ms. Deaton would like to move Item #14 from Items for Discussion to an action item.

**Moved** by Reiber, supported by Hovarter, to approve the Regular Agenda as amended. **The motion carried unanimously.**

**1. Payment of Bills: February 17, 2025. (Moved from Consent Agenda)**

Mr. Reiber questioned the \$500,000 check from the DPW Utility Fund to the Genoa General Fund. Ms. VanMarter stated it is a transfer of money from one fund to the other for reimbursement.

**Moved** by Hunt, supported by Deaton, to approve the Payment of Bills: February 17, 2025. **The motion carried unanimously.**

**2. Request to approve the February 3, 2025 regular meeting minutes. (Moved from Consent Agenda)**

Needed changes were noted.

**Moved** by Hunt, supported by Walker, to approve the February 3, 2025 regular meeting minutes as amended. **The motion carried unanimously.**

**3. Presentation by Huron River Watershed Council.**

Ms. Andrea Paine from the Huron River Watershed Council provided a review of the Huron River Watershed and its benefits and what threatens it and the community programs, water quality monitoring, advocacy, and education and outreach that is done by the Huron River Watershed Council.

**4. Consideration of a request to approve the Fiscal Year 2026 System Labor and Equipment Percentage Allocation, the amended DPW Fund Budget for Fiscal Year ending March 31, 2025 and the proposed DPW Fund Budget for Fiscal Year ending March 31, 2026.**

Dr. Greg Tatara, Utility Director, and Ken Palka, the township's accountant, were present. Dr. Tatara provided a review of the 2026 System Labor and Equipment Allocation, the changes to the Lake Edgewood system due to the increased development in the area, the reasons for the amendments to the current fiscal year budget, and the proposed Fiscal Year 2026 DPW budget. He also reviewed the details of the revenue and expenses for the DPW fund.

Mr. Palka stated that Dr. Tatara also puts reserve funds aside for future large purchases, which is good budgeting.

**Moved** by Soucy, supported by Hovarter, to approve the Fiscal Year 2026 System Labor and Equipment Percentage Allocation, the amended DPW Fund Budget for Fiscal Year ending March 31, 2025 and the proposed DPW Fund Budget for Fiscal Year ending March 31, 2026. **The motion carried unanimously.**

**5. Consideration of a request for approval of amendments to the Fiscal Year 2025 and approval of the Fiscal Year 2026 Operating Budget and for the Lake Edgewood Sewer System.**

Dr. Tatara provided a review of the budget for the Lake Edgewood Sewer System, including a history of the revenue, expenditures and rates.

**Moved** by Soucy, supported by Hunt, to amend the FY 2025 Operating Budget for the Lake Edgewood Sewer System and to approve the FY 2026 Operating Budget for the Lake Edgewood Sewer System. **The motion carried unanimously.**

**6. Consideration of a request for approval to increase the Lake Edgewood metered sewer charge from \$7.60 per 1,000 gallons to \$7.83 per 1,000 gallons, increase the flat rate sewer charge from \$148.57 per quarter to \$153.03 per quarter, and to set the minimum sewer bill from \$68.40 to \$70.47 for usage of 9,000 gallons per quarter or less effective April 1, 2025.**

**Moved** by Hunt, supported by Soucy, to increase the Lake Edgewood metered sewer charge from \$7.60/1,000 gallons to \$7.83 /1,000 gallons, increase the flat rate sewer charge from \$148.57 / quarter to \$153.03 / quarter, and set the minimum sewer bill from \$68.40 to \$70.47 for usage of 9,000 gallons per quarter or less. **The motion carried unanimously.**

**7. Consideration of a request for approval of amendments to the Fiscal Year 2025 and approval of the Fiscal Year 2026 Operating Budget for the Oak Pointe Water System.**

Dr. Tatara provided a review of the Oak Pointe Water System budget and the history of the improvements that have been made to the system. He also showed this system's rates vs. other systems in the surrounding area, and a history of the revenue, expenditures and rates. Mr. Palka stated that the rates for these systems are lower than other ones that he audits.

**Moved** by Soucy, supported by Walker, to amend the FY 2025 Operating Budget for the Oak Pointe Water System and to approve the FY 2026 Operating Budget for the Oak Pointe Water System. **The motion carried unanimously.**

**8. Consideration of a request for approval to increase the Oak Pointe Water metered charge from \$4.40 per 1,000 gallons to \$4.53 per 1,000 gallons effective April 1, 2025.**

**Moved** by Hunt, supported by Hovarter, to increase the Oak Pointe Water metered charge from \$4.40/1,000 gallons to \$4.53 /1,000 gallons for FY 2026. **The motion carried unanimously.**

**9. Consideration of a request for approval of amendments to the Fiscal Year 2025 and approval of the Fiscal Year 2026 Operating Budget for the Oak Pointe Sewer System.**

Dr. Tatara provided a history of the Oak Pointe Sewer System's rates, the revenue and expenses, and reviewed the current budget and the requested Fiscal Year 2026 budget. He spoke about the PFAS issue for this system and what they have done to address it. It costs an annual average of \$56,000 for PFAS testing. They have applied for grants but have never been accepted.

**Moved** by Soucy, supported by Waker, to amend the FY 2025 Operating Budget for the Oak Pointe Sewer System and to approve the FY 2026 Operating Budget for the Oak Pointe Sewer System. **The motion carried unanimously.**

**10. Consideration of a request to add a \$1.00 per 1,000 gallon or \$13 per quarter per flat rate customer charge for environmental contamination fee and to keep the O&M and Grinder Pump Fee rates and charges unchanged in the Fiscal Year 2026 Budget for the Oak Pointe Sewer System effective April 1, 2025.**

Dr. Tatara stated they are proposing a \$1.00 per 1,000 gallon fee on the bills for these residents to cover the increased costs due to PFAS testing. He is preparing an informational pamphlet to include. This would provide an additional \$69,000 per year of revenue. They will not be increasing the operating and maintenance sewer rates next fiscal year for this system.

**Moved** by Soucy, supported by Walker, to add a \$1/1,000 gallon or \$13/quarter per flat rate customer charge for environmental contamination fee and to keep the O&M and Grinder Pump Fee rates and charges unchanged in the FY 2026 Budget. **The motion carried unanimously.**

**11. Consideration of a request for approval to appoint Trustee Bill Reiber as the alternate representative to the Brighton Area Fire Authority Board with a term ending November 20, 2028 as requested by the Township Supervisor.**

**Moved** by Walker, supported by Deaton, to appoint Trustee Bill Reiber as the alternate representative to the Brighton Area Fire Authority Board with a term ending November 20, 2028 as requested by the Township Supervisor. **The motion carried unanimously.**

**12. Consideration of a request for approval of a proposal from GoGov to establish a citizen notification and alert system “MyGenoa” app with an annual subscription cost not to exceed \$4,800 commencing on April 1, 2025 as requested by Trustee Walker.**

Mr. Walker stated that in the Board’s efforts to increase public communication, he is recommending this app. The employee who currently posts on different social media outlets would post on the app instead, which would link the information to Facebook, other social media apps, as well as an email blast. It will not be more work for the employee.

The Board discussed the cost, how much it would be used, what type of information would be posted, how many people would utilize it, other alternatives, etc.

**Moved** by Reiber, supported by Walker, to approve a proposal from GoGov to establish a citizen notification and alert system “MyGenoa” app with an annual subscription cost not to exceed \$4,800 commencing on April 1, 2025 as requested by Trustee Walker. **The motion carried with a roll call vote (Hovarter - yes; Soucy - no; Deaton - no; Hunt - yes; Reiber - yes; Walker - yes; Spicher - no)**

**13. Consideration of a request for approval of amendments to the Agenda Management and Minutes Policy.**

Ms. VanMarter provided a review of proposed amendments to the policy as requested by the Township Clerk as well as to agree with what is done as current practice.

Ms. Deaton stated that the minutes are too long. She would like to change “summary” to “synopsis”. Ms. Hunt likes the way they are currently done so that it shows the reason why someone voted the way they did. Mr. Walker agrees. He would like to have a summary of the discussions. Ms. Deaton stated that Livingston County, Hamburg Township, Brighton Township and Green Oak Township do it this way. Genoa is the only township that does the summary of who said what and the minutes are always being changed.

Ms. Deaton provided examples of other municipalities’ minutes.

The Board and Staff reviewed the examples provided and discussed the pros and cons of changing the policy as recommended as well as what the expectations are for what is put in the minutes. They will continue to be refined to meet the Board’s expectations.

**Moved** by Hunt, supported by Walker, to approve the amendments to the Agenda Management and Minutes Policy as submitted. **The motion carried unanimously.**

**14. Delivery of the Trustee/Appointed Official Compensation Policy as approved by the Township Board on February 3, 2025. (Moved from Items for Discussion to Action Items).**

Ms. Deaton stated that when she voted yes on this when it was previously presented, she did not realize that it also included a mileage payment. Elected and appointed officials should not be paid to drive to an event or meeting. They should only be paid for the meeting. Ms. Hunt said it is only for meetings outside of Livingston County.

The Board agreed that the wording in the policy is confusing and recommended that it be revised.

Motion to revote for this noting the mileage associated with the drive time is on top of the per diem payment for meetings

**Moved** by Deaton, supported by Walker, to approve the Trustee/Appointed Official Compensation Policy as approved by the Township Board on February 3, 2025, including payment for drive time. **The motion carried with a roll call vote (Walker - yes; Reiber - yes; Hunt - no; Deaton - no; Soucy - yes; Hovarter - yes; Spicher - yes)**

#### **Items for Discussion:**

##### **15. Update regarding public outreach component of the Township Master Plan Update.**

Ms. VanMarter stated Giffels Webster has provided a proposal to assist with the public outreach portion of the Master Plan update. They have also published the project website. She is recommending that the Planning Commission review the scope of the plan update and public engagement options and provided feedback to the Board prior to making a final decision on the proposal.

#### **Correspondence**

Supervisor Spicher stated there will be a second town hall meeting on Wednesday, March 12, 2025 from 6 pm to 8 pm at the Township Hall. He, Clerk Deaton, and Trustee Reiber will be in attendance, There may also be members of the Planning Commission there.

Ms. Deaton stated the Big Red Barrel will be at the township hall during this meeting.

#### **Board Comments**

Ms. Hunt stated that the Township Manager is under fire again, citing the call to the public tonight and on social media. This Board has not seen a proposal for a five percent increase. There is a proposed four percent increase for township employees; however, Ms. VanMarter would be getting less than that. If we were to replace Kelly, the township would pay the same, or more, and that person would not come with the knowledge she has. She also lives in the Township.

Ms. Deaton stated that the first draft budget states five percent and that is where the public is getting their information.

Supervisor Spicher admitted that he questioned the manager's salary before he was elected; however, after working here for two months, he knows that Kelly is a very qualified person with a lot of experience, and she also lives in the Township. The Township of Milford is advertising for a township manager and the salary they are offering is \$117,405 - \$150,291, depending on experience.

Ms. VanMarter provided the following updates:

- The public hearing for the 2025/2026 budget will be held at the next Board of Trustees meeting.
- She handed out a project open house notice for solar power ordinance that one of the surrounding townships is holding in case any trustees would like to attend.
- The special Board of Trustees meeting to receive the legal opinion regarding the Latson Road PUD has been set for February 25, 2025 at 6:30 pm at the township hall.

Ms. VanMarter addressed the comment at the call to the public. She confirmed that she has three years' experience as the Genoa Township Manager. She has worked for the township for 26 years and was Assistant Township Manager for nine years. During that time, she was essentially performing all the duties of the Manager. Additionally, she was also the Planning Director for the township. She has many years of experience.

### **Adjournment**

**Moved** by Deaton, supported by Reiber, to adjourn the meeting at 8:53 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas  
Recording Secretary

Approved: Janene Deaton, Clerk  
Genoa Charter Township

Kevin Spicher, Supervisor  
Genoa Charter Township

**GENOA CHARTER TOWNSHIP  
PLANNING COMMISSION  
PUBLIC HEARING  
February 10, 2025**

**MINUTES**

CALL TO ORDER: Chairman Grajek called the meeting of the Genoa Charter Township Planning Commission to order at 6:30 p.m. Present were Chris Grajek, Tim Chouinard, Marianne McCreary, Eric Rauch, and Bill Reiber. Absent were Glynis McBain and Greg Rassel. Also present were Planning Director Amy Ruthig, Brian Borden of Safebuilt, and Shelby Byrne of Tetra Tech.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was recited.

APPROVAL OF AGENDA:

**Moved** by Commissioner McCreary, supported by Commissioner Rauch, to approve the agenda as presented. **The motion carried unanimously.**

DECLARATION OF CONFLICT OF INTEREST: None

CALL TO THE PUBLIC:

The call to the public was made at 6:31 pm.

Mr. Jeff Dhaenens of 5494 Sharp Drive stated the item on tonight's agenda is about drive-through restaurants and changing the zoning. There is also a plan to open the Master Plan. He asked for the Township to review the food truck section of the ordinance.

The call to the public was closed at 6:32 pm.

**OPEN PUBLIC HEARING #1...**Discussion of an ordinance amendment to Article 7 "Commercial and Service Districts" in regards to drive-through restaurants.

Mr. Borden stated tonight's item is to review the proposed changes to this section of the ordinance. This is only for discussion and no action will be taken tonight.

Currently drive-through's are permitted as an allowable use via a Special Land Use Permit in the General Commercial District (GCD) only. They are proposing to also allow them as a special use in the Regional Commercial District (RCD), which would be expanding where they can be.

The Planning Commission previously discussed eliminating some categories in the ordinance for drive-through businesses, such as the coffee shop; however, the ordinance has a definition

for a drive-through coffee shop with certain restrictions regarding parking, etc. so he chose to leave that in.

It was also previously discussed to eliminate the 500-foot restriction between drive-through businesses. They have kept that requirement; however, they have put in conditions where this could be waived.

He reviewed the additional proposed changes, specifically the use conditions, stacking space standards, the traffic impact study, landscaping, lighting, noise, etc. These changes will apply to both drive-through restaurants and drive-through coffee shops.

The Planning Commission, staff, and consultants discussed the proposed changes in detail. It was determined that some additional changes were needed. Additionally, Ms. Byrne and her colleagues will review the changes proposed for the stacking space section to ensure they are appropriate. It is anticipated this will be returned to the Planning Commission and a public hearing will be held at the March meeting.

The call to the public was made at 7:18 pm with no response.

#### ADMINISTRATIVE BUSINESS:

##### **Staff Report**

Ms. Ruthig stated there will be two items and the zoning item discussed this evening on the March meeting agenda.

##### **Approval of the January 13, 2025 Planning Commission meeting minutes**

Needed changes were noted.

**Moved** by Commissioner McCreary, seconded by Commissioner Reiber, to approve the minutes of the January 13, 2025 Planning Commission Meeting as amended. **The motion carried unanimously.**

##### **Member Discussion**

Chairman Grajek questioned when the Planning Commission will learn of the legal opinion that has been rendered regarding the Latson Road PUD. Ms. Ruthig stated she will be scheduling a special Planning Commission meeting regarding this.

Commissioner McCreary stated Brandon Township adopted an ordinance regarding attached and detached accessory buildings. Ms. Ruthig stated she has an ordinance drafted regarding this; however, it only addresses detached. Commissioner McCreary will provide a copy of the ordinance to staff.

Commissioner Reiber stated that since the Master Plan is being reviewed, if someone has the idea of building an accessory structure on their property, how would it be addressed. Mr. Borden stated whatever plan is in effect at the time of the request would be followed. Until the Master Plan is updated, the current one is in effect.

Commissioner Rauch watched the Board Meeting last week and saw they voted to approve the contract to update the Master Plan. Commissioner Reiber confirmed that they have approved the core tasks at this time.

### **Adjournment**

**Moved** by Commissioner McCreary, seconded by Commissioner Chouinard, to adjourn the meeting at 7:34 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas, Recording Secretary