

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
May 5, 2025
6:30 p.m.

AGENDA

Call to Order:

Invocation:

Pledge of Allegiance:

Roll Call:

Call to the Public (Public comment must be addressed to the Chairperson and will be limited to three minutes per person) *:

Approval of Consent Agenda:

- 1) Payment of Bills: May 5, 2025
- 2) Request to approve the April 21, 2025 meeting minutes

Approval of Regular Agenda:

- 3) Public Hearing on the proposed Special Assessment Roll for the **Edwin Drive Road Maintenance** Special Assessment Project.
 - A) Call to the Property Owners
 - B) Call to the Public
- 4) Request for approval of **Resolution #5** – Confirming the Special Assessment Roll for the **Edwin Drive Road Maintenance** Special Assessment Project (Summer tax 2025). (Roll Call)
- 5) Public hearing and consideration of recommendations for final approval of the amendment to the Summerfield Pointe Planned Unit Development agreement, final condominium site plan and environmental impact assessment for 12 attached condominiums and 102 detached single family homes. The project is located on Lawson Drive, north of Grand River Avenue. The request is petitioned by Healy Homes of Summerfield, LLC.
 - A) Call to the Public
 - B) Disposition of amendment to the PUD Agreement.
 - C) Disposition of Environmental Impact Assessment (2-14-25)
 - D) Disposition of amended Final Condominium PUD plan (2-14-25)

- 6) Consideration of a request for approval of an updated proposal dated April 16, 2025 from Giffels Webster to include an additional \$2,800 for public engagement including a project website, community survey and joint meeting and to include a \$3,680 contingency budget from General Fund, Planning & Zoning, Contractual Services Fund #101-701-802-000.
- 7) Request for the introduction of proposed **Ordinance Number 250519** and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, May 19, 2025 for the purpose of considering a Genoa Charter Township Cemetery Ordinance as requested by the Township Clerk.
- 8) Second reading and consideration of recommendations for approval and adoption of proposed **Ordinance Number Z-25-05** regarding Zoning Ordinance text amendments in Article 7 entitled “Commercial and Service Districts”, Article 14 entitled “Parking and Loading-Unloading Standards” and Article 18 entitled “Site Plan Review” as related to Drive-Through Restaurants.
- 9) Request for approval of a renewal of the Uniform Video Service Local Franchise Agreement with Comcast Cable Communications Management, LLC (Comcast) with an annual video service provider franchise fee of 5% and a public, education and government (PEG) access fee of 2% for a ten-year term beginning May 5, 2025 and ending May 5, 2035.
- 10) Consideration of a request to accept the resignation of Trustee Reiber and to approve appointing Trustee Rick Soucy as the alternate representative to the Brighton Area Fire Authority Board with a term ending November 20, 2028 as requested by the Township Supervisor.
- 11) Consideration of a request for amendments to the Fiscal Year 2025-2026 budget required by Emergency Management Resolution 250407 to create a new General Fund transfer-out appropriation line item #101-965-995-250 in the amount of \$250,000 and to establish a new Disaster Contingency Fund #250 with transfer-in line item #250-000-699-000 to receive the \$250,000.

Items for Discussion:

- 12) Discussion regarding planning and zoning educational opportunities for citizens.

Correspondence
Adjournment

*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.

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: May 5, 2025

All information below through April 29, 2025

April 25, 2025 Bi Weekly Payroll	\$	131,382.30
TOWNSHIP GENERAL EXPENSES	\$	106,378.38
OPERATING EXPENSES DPW (503 FN)	\$	34,169.26
OPERATING EXPENSES Oak Pointe (592FN)	\$	128,006.92
OPERATING EXPENSES Lake Edgewood (593FN)	\$	38,076.22
TOTAL	\$	438,013.08

April 25, 2025 Bi Weekly Payroll

04/28/2025 09:50 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP			
		Payroll ID: 314			
		Pay Period End Date: 04/18/2025		Check Post Date: 04/25/2025	
				Bank ID: FNBCK	
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks					
UNIFORM ALLOW	0.00	0.00	0.00	4,950.00	
VACATION PAY	201.00	0.00	7,000.98	69,196.65	
VACATION PTIME	0.00	0.00	0.00	1,108.78	
WELL IQ	0.00	0.00	0.00	3,772.38	
ZBA CHAIR	1.00	0.00	221.58	1,107.90	
ZBA MINUTES	1.00	0.00	188.91	944.55	
ZBA MINUTES OT	0.00	0.00	0.00	0.00	
ZBA PER DIEM	4.00	0.00	846.32	3,385.28	
ZO	64.00	0.00	2,138.46	19,957.69	
Gross Pay This Period	130,951.62	Deduction Refund	0.00	Ded. This Period	37,354.27
				Net Pay This Period	93,597.35
				Gross Pay YTD	1,144,853.52
					Dir. Dep.
					93,010.84

04/28/2025 09:51 AM		Check Register Report For Genoa Charter Township				Page 1 of 1	
		For Check Dates 04/25/2025 to 04/25/2025					
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
04/25/2025	FNBCK	EFT1043	FLEX SPENDING (TASC)	1,122.48	1,122.48	0.00	Open
04/25/2025	FNBCK	EFT1044	INTERNAL REVENUE SERVICE	30,447.81	30,447.81	0.00	Open
04/25/2025	FNBCK	EFT1045	PRINCIPAL FINANCIAL	4,761.00	4,761.00	0.00	Open
04/25/2025	FNBCK	EFT1046	PRINCIPAL FINANCIAL	2,040.17	2,040.17	0.00	Open
Totals:		Number of Checks: 004		38,371.46	38,371.46	0.00	
Total Physical Checks:							

Direct Deposit \$93,010.84
 Physical Check \$38,371.46
 TOTAL \$131,382.30

FNBCK Check Register

04/29/2025 09:44 AM		CHECK REGISTER FOR GENOA TOWNSHIP		Page: 1/1	
User: denise		CHECK NUMBERS 39543 - 40000			
DB: Genoa Township					
Check Date	Check	Vendor Name	Amount		
Bank FNBCK CHECKING ACCOUNT					
04/14/2025	39543	ALLSTAR ALARM LLC	358.80		
04/14/2025	39544	AMERICAN AQUA	78.10		
04/14/2025	39545	COMCAST	677.15		
04/14/2025	39546	EHIM, INC	4,669.13		
04/14/2025	39547	PITNEY BOWES, INC	135.75		
04/14/2025	39548	TABITHA DOLAN	50.00		
04/16/2025	39549	BLUE CROSS & BLUE SHIELD OF MI	60,413.24		
04/16/2025	39550	CONSUMERS ENERGY	15.00		
04/16/2025	39551	CONSUMERS ENERGY	426.34		
04/16/2025	39552	DYKEMA GOSSETT PLLC	3,247.20		
04/16/2025	39553	ETNA SUPPLY COMPANY	13,300.00		
04/16/2025	39554	KP ELITE CLEANING LLC	100.00		
04/16/2025	39555	RICHARD SOUCY	205.00		
04/16/2025	39556	TOSHIBA AMERICAN BUSINESS SOLUTIONS	601.96		
04/16/2025	39557	VERIZON WIRELESS	80.02		
04/21/2025	39558	ICMA	958.75		
04/22/2025	39559	SEWARD HENDERSON PLLC	8,030.00		
04/22/2025	39560	UNITED STATES TREASURY	32.36		
04/24/2025	39561	BS&A SOFTWARE	11,951.00		
04/24/2025	39562	CANDIE HOVARTER	186.80		
04/24/2025	39563	COMCAST	343.91		
04/24/2025	39564	MICHIGAN OFFICE SOLUTIONS	303.13		
04/24/2025	39565	TODD WALKER	214.74		
FNBCK TOTALS:					
Total of 23 Checks:			106,378.38		
Less 0 Void Checks:			0.00		
Total of 23 Disbursements:			106,378.38		

503FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #233			
04/11/2025	6308	RJ AND COMPANY	7,000.00
04/11/2025	6309	UNITED STATES POSTAL SERVICE	350.00
04/11/2025	6310	WEX BANK	3,942.04
04/14/2025	6311	UNITED STATES POSTAL SERVICE	1,799.51
04/15/2025	6312	CENTRAL SQUARE TECHNOLOGIES	45.00
04/15/2025	6313	CHASE CARD SERVICES	10,084.96
04/15/2025	6314	CORIGAN OIL COMPANY	899.22
04/15/2025	6315	GIFFELS WEBSTER	1,950.00
04/15/2025	6316	MARSHALL'S EXPRESS	266.30
04/15/2025	6317	MYERS AUTOMOTIVE	929.33
04/15/2025	6318	PORT CITY COMMUNICATIONS, INC.	226.37
04/15/2025	6319	RED WING BUSINESS ADVANTAGE ACCOUNT	437.49
04/15/2025	6320	TETRA TECH, INC.	2,472.50
04/15/2025	6321	FASTEST LABS OF BRIGHTON	340.00
04/15/2025	6322	MNEA	100.00
04/21/2025	6323	COMCAST	226.71
04/21/2025	6324	VERIZON WIRELESS	638.70
04/23/2025	6325	HOME DEPOT CREDIT SERVICES	2,461.13
503FN TOTALS:			
Total of 18 Checks:			34,169.26
Less 0 Void Checks:			0.00
Total of 18 Disbursements:			<u>34,169.26</u>

592FN Check Register

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
04/14/2025	6321	AT&T LONG DISTANCE	238.60
04/14/2025	6322	G/O NEW USER FUND	15,900.00
04/15/2025	6323	AT&T	250.40
04/15/2025	6324	CONSUMERS ENERGY	344.29
04/15/2025	6325	FIRE PROTECTION PLUS INC	367.50
04/15/2025	6326	GENOA OCEOLA SWR & WTR AUTHORI	336.20
04/15/2025	6327	GENOA TOWNSHIP DPW FUND	23,245.08
04/15/2025	6328	GENOA TOWNSHIP DPW FUND	28,994.17
04/15/2025	6329	GRAINGER	89.37
04/15/2025	6330	HYDROCORP	299.25
04/15/2025	6331	KENNEDY INDUSTRIES	2,224.45
04/15/2025	6332	NORTHERN PUMP & WELL, INC.	750.00
04/15/2025	6333	TETRA TECH, INC.	6,616.25
04/15/2025	6334	UIS SCADA	406.00
04/15/2025	6335	WSP USA ENVIRON. & INFRASTRUCTURE	3,392.50 V
		Void Reason: MADE OUT TO WRONG VENDOR	
04/16/2025	6336	WSP MICHIGAN INC	3,392.50
04/21/2025	6337	CONSUMERS ENERGY	408.76
04/21/2025	6338	MHOG UTILITIES	44,144.10
592FN TOTALS:			
Total of 18 Checks:			131,399.42
Less 1 Void Checks:			3,392.50
Total of 17 Disbursements:			<u>128,006.92</u>

593FN Check Register

04/29/2025 09:55 AM
 User: denise
 DB: Genoa Township

CHECK REGISTER FOR GENOA TOWNSHIP
 CHECK NUMBERS 4607 - 4700

Page: 1/1

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
04/15/2025	4607	CONSUMERS ENERGY	18.00
04/15/2025	4608	FIRE PROTECTION PLUS INC	367.50
04/15/2025	4609	GENOA TOWNSHIP DPW FUND	10,907.75
04/15/2025	4610	GENOA TWP OAK POINTE OPERATING	8,959.40
04/15/2025	4611	PVS NOLWOOD CHEMICALS, INC	2,500.40
04/21/2025	4612	MHOG UTILITIES	15,297.92
04/21/2025	4613	MHOG UTILITIES	25.25
593FN TOTALS:			
Total of 7 Checks:			38,076.22
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			<u>38,076.22</u>



Manage your account online at : www.chase.com/cardhelp

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

May 2025						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

New Balance
\$10,084.96
 Minimum Payment Due
\$100.00
 Payment Due Date
05/01/25

INK CASH(SM) POINT SUMMARY

Previous points balance	2,655
+ 1 Point per \$1 earned on all purchases	10,085
+ 2Pts/\$1 gas stns, rstnts, ofc aply, hm impr	329
Total points available for redemption	13,069

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Previous Balance	
Payment, Credits	\$3,186.11
Purchases	-\$3,186.12
Cash Advances	+\$10,084.97
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$10,084.96
Opening/Closing Date	03/08/25 - 04/07/25
Credit Limit	\$45,500
Available Credit	\$35,415
Cash Access Line	\$2,275
Available for Cash	\$2,275
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

Utility Dept.
 UTILITY DEPT.

APR 14 2025

RECEIVED

233-000-084-990
 04-14-25

0000001 FIS33338 C 1
 0309

N Z 07 25/04/07

Page 1 of 2

05686 MA DA 19525 09710000010451952501



P.O. BOX 15123
 WILMINGTON, DE 19850-5123
 For Undeliverable Mail Only

Make your payment at
chase.com/paycard

Payment Due Date: **05/01/25**
 New Balance: **\$10,084.96**
 Minimum Payment Due: **\$100.00**

Account number: XXXX XXXX XXXX

\$ _____ Amount Enclosed
 Make/Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE
 PO BOX 6294
 CAROL STREAM IL 60197-6294

19525 BEX Z 09725 C
 GREG TATARA
 MHOG SEWER & WATER AUTH
 2911 DORR RD
 BRIGHTON MI 48116-9436



⑆ 5000 160 281 986 910 27 280 4 1 10 ⑆



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
03/26	Amazon.com*J70XP01B3 Amzn.com/bill WA <i>4/10</i>	52.79 ✓
03/29	AMAZON MKTPL*ZP2FB6BZ3 Amzn.com/bill WA <i>4/10</i> JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD) \$66.78	13.99 ✓
03/28	HIRE MOJO INC 800-395-2805 CA <i>6enoa Twp.</i> KIMBERLY LANE TRANSACTIONS THIS CYCLE (CARD) \$658.00	658.00 ✓
03/07	THE MACOMB GROUP-LANSING 586-274-4100 MI <i>MHOA</i>	2,277.72 ✓
03/09	Amazon.com*DC0Y546U3 Amzn.com/bill WA <i>MHOA</i>	133.20 ✓
03/10	HARBOR FREIGHT TOOLS 630 HOWELL MI <i>MHOA</i>	127.19 ✓
03/12	ULINE *SHIP SUPPLIES 800-295-5510 WI <i>MHOA</i>	413.22 ✓
03/14	Amazon.com*SJ8DO3F63 Amzn.com/bill WA <i>MHOA</i>	29.54 ✓
03/21	AMAZON MKTPL*Q247J46L3 Amzn.com/bill WA <i>MHOA</i>	30.36 ✓
03/21	STAPLES 00107730 BRIGHTON MI <i>MHOA</i>	37.07 ✓
03/21	USPS PO 2545400843 HOWELL MI <i>MHOA</i> ALEX CHIMPOURAS TRANSACTIONS THIS CYCLE (CARD) \$3049.80	1.50 ✓
03/19	AMAZON MKTPLACE PMTS Amzn.com/bill WA	- .01
03/14	ADOBE *800-833-6687 800-833-6687 CA	2,748.38
03/14	LANDS END BUS OUTFITTERS 8003324700 WI	1,824.71 ✓
04/02	WWW.MICHIGANCLERKS.ORG WWW.MICHIGANCLERKS.ORG KELLY VANMARTER TRANSACTIONS THIS CYCLE (CARD) \$4671.08	100.00 ✓
03/07	Interest Charge Reversal	-38.88
03/27	Payment ThankYou Image Check	-3,147.23
03/10	GoToCom*GoToConnect goto.com MA <i>MHOA</i>	260.40 ✓
03/14	WEF MAIN 703-684-2400 VA <i>Prof Dev</i>	244.00 ✓
04/03	MICHIGAN WATER ENVIORNMEN 517-641-7377 MI <i>DPW dues</i>	716.00 ✓
04/03	BOYNE MTN LODGING BOYNE FALLS MI <i>DPW conf.</i>	382.97 ✓
04/04	RINGCENTRAL INC. 888-898-4591 CA <i>DPW phone</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD) \$1546.81- INCLUDING PAYMENTS RECEIVED	68.93 ✓

2025 Totals Year-to-Date	
Total fees charged in 2025	\$0.00
Total interest charged in 2025	\$38.88

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	17.49%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	29.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfers	17.49%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

**GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
April 21, 2025**

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: Candie Hovarter, Rick Soucy, Janene Deaton, Kevin Spicher, Robin Hunt, Bill Reiber, 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 6:31 pm with no response.

Approval of Consent Agenda:

Moved by Rick Soucy, supported by Todd Walker to approve the Consent Agenda. **The motion carried unanimously.**

- 1) Payment of Bills: April 21, 2025
- 2) Request to approve the April 7, 2025 meeting minutes

Approval of Regular Agenda:

Moved by Robin Hunt, supported by Rick Soucy to approve the Regular Agenda as amended. **The motion carried unanimously.**

- 3) **Public Hearing on the proposed Edwin Drive Road Maintenance Special Assessment Project.**

A) Call to the Property Owners

The call to the property owners was opened at 6:33 p.m. with the following response:

Mr. Philip Brown of 1681 Edwin Drive has lived in the Township for 25 years. There are many neighbors that do not want this. He questioned what happens to the money if they don't plow the snow 5 times in a year. The proposal includes crushed asphalt being added each year, but the road is still dirt. He is concerned that they haven't received what they have paid for over the last 5 years and would like to know what the schedule of services has been, how many times the road has been done and what the material has been that they have been placing on the roadway. If they have been putting material down each year the road should be in better shape than it is.

Ms. VanMarter indicated that any unused funds are maintained in the account so that if one year there is less snow plowing there would be additional funds. She requested that Mr. Brown contact her during business hours so that staff could review all the invoices that have been submitted and paid so that he could see what was done and when.

Ms. Hunt indicated that if Resolution #4 is approved this evening there will be a second public hearing scheduled for May 5th so any neighbors that are opposed should come to the meeting.

Ms. Deaton indicated that there were 3 people who attended the last meeting in support of this project at the last meeting.

Ms. Diane Brown of 1681 Edwin Drive wanted to know who determines when the road is plowed for snow. It was not plowed this past year.

Mr. Spicher indicated that there is a 3" trigger for snow removal and since this is a private road it is the neighborhood representative that manages it.

Ms. VanMarter responded that the neighborhood representative, Ms. Rochelle Huntsman manages the snow removal schedule.

The call to the property owners was closed at 6:45 p.m.

B) Call to the Public

The call to the public was opened at 6:46 p.m. with no response.

4) Request for approval of Resolution #3 - Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). (Roll Call)

Moved by Rick Soucy, supported by Robin Hunt to approve Resolution #3 - Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). **The motion carried unanimously with a roll call vote (Walker – yes; Reiber – yes; Hunt – yes; Spicher – yes; Deaton – yes; Soucy – yes; Hovarter – yes).**

5) Request for approval of Resolution #4 - Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for May 5, 2025, and Directing the Issuance of Statutory Notices for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). (Roll Call)

Moved by Bill Reiber, supported by Rick Soucy to approve Resolution #4 - Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for May 5, 2025, and Directing the Issuance of Statutory Notices for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). **The motion carried unanimously with a roll call vote (Hunt – yes; Reiber – yes; Walker – yes; Hovarter – yes; Soucy – yes; Deaton – yes; Spicher – yes).**

6) Request for approval of a Resolution as required by MCL.432.102 for to recognize Limited Edition Baton Team USA Fundraising Club as a nonprofit organization operating in the Township for the purpose of obtaining a Charitable Gaming License. (Roll Call)

Ms. VanMarter indicated that this is a step in the process for them to get approval from the State. The Township is asked to recognize them as a non-profit.

Moved by Robin Hunt, supported by Todd Walker to approve a Resolution as required by MCL.432.102 for to recognize Limited Edition Baton Team USA Fundraising Club as a nonprofit organization operating in the Township for the purpose of obtaining a Charitable Gaming License. **The motion carried unanimously with a roll call vote (Soucy – yes; Hovarter – yes; Walker – yes; Reiber – yes; Hunt – yes; Spicher – yes; Deaton – yes).**

7) Request for the introduction of proposed Ordinance Number Z-25-05 and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, May 5, 2025 for the purpose of considering proposed Zoning Ordinance text amendments to Article 7 entitled “Commercial and Service Districts”, Article 14 entitled “Parking and Loading-Unloading Standards” and Article 18 entitled “Site Plan Review” as related to Drive-Through Restaurants.

Ms. VanMarter stated that these changes are to expand the option for drive through restaurants subject to special land use authorization in the General Commercial District. The amendments also include conditions and restrictions to ensure that nuisance impacts and traffic are considered when siting such uses. Approval this evening would schedule consideration of this item for the May 5th meeting.

Mr. Spicher indicated that this change might give additional flexibility to help generate new businesses in the Grand River corridor which is something residents would like to see.

Moved by Rick Soucy, supported by Candie Hovarter to introduce Ordinance Number Z-25-05 and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, May 5, 2025 for the purpose of considering proposed Zoning

Ordinance text amendments to Article 7 entitled "Commercial and Service Districts", Article 14 entitled "Parking and Loading-Unloading Standards" and Article 18 entitled "Site Plan Review" as related to Drive-Through Restaurants. **The motion carried unanimously.**

- 8) Consideration of a request to approve a proposal from KP Elite Cleaning for cleaning services at the Township Hall building, park pavilion restrooms and park grounds with an initial one time only deep cleaning cost not to exceed \$2,400 and a monthly cost not to exceed \$4,250 from General Fund, Building and Grounds, Repairs and Maintenance fund #101-265-934-060 effective for one year starting on May 1, 2025.**

Mr. Spicher indicated that he and Ms. Deaton have been working on getting these proposals for the Board to review. They invited 6 bidders and received bids from 4. All of the bidders were excellent. The preferred contractor is recommended because they were able to clean in the morning which will be great convenience since it will not conflict with evening meetings and also, they are a veteran owned company. Ms. Deaton stated this would save the Township \$1000 each month.

Mr. Reiber asked what happens at the end of the one-year contract. Ms. Deaton responds that they will either renew the contract or go out to bid. Mr. Reiber asked if they would agree to a 2-year rate lock. Mr. Spicher will inquire with them.

Moved by Rick Soucy, supported by Janene Deaton to approve the proposal from KP Elite Cleaning for cleaning services at the Township Hall building, park pavilion restrooms and park grounds with an initial one time only deep cleaning cost not to exceed \$2,400 and a monthly cost not to exceed \$4,250 from General Fund, Building and Grounds, Repairs and Maintenance fund #101-265-934-060 effective for one year starting on May 1, 2025. **The motion carried unanimously.**

- 9) Request for approval to renew the Memorandum of Understanding with Howell Parks and Recreation (HAPRA) for park maintenance services and support for \$1,000 per month plus hourly rates for additional work orders and reimbursement of supplies.**

Ms. VanMarter described that this a renewal of a program that has been very successful. The ability to put in work orders for special projects has worked very well. The changes to the renewal are to include the cost of reimbursement for supplies which will not exceed \$700 for the year and a 30-day notice for termination.

Ms. Hunt felt that the program was a huge success and having them on site and inspecting the playground was a huge benefit. Of particular note was the identification and treatment of bee and wasp nests on the property.

Moved by Robin Hunt, supported by Todd Walker to approve the Memorandum of Understanding with Howell Parks and Recreation (HAPRA) for park maintenance services and support for \$1,000

per month plus hourly rates for additional work orders and reimbursement of supplies up to \$700 per year. **The motion carried unanimously.**

10) Consideration of a request for adjustments to the Land Division Application fees.

Ms. VanMarter provided a review of the information provided by the Assessing Department. The fees for Land Division application fees have not been updated in a very long time, if ever. The fees are very low and they no longer reflect the amount of time and effort that is spent on the applications. There are four departments that review the land divisions and much of the easy parcels have been divided and those that are coming before staff are more complex requiring hours of effort.

Mr. Reiber reviewed that there were 13 total applications last year and given the amount of effort that is going into these it makes sense.

Moved by Robin Hunt, supported by Rick Soucy to approve the adjustments to the Land Division application fees. **The motion carried unanimously.**

Board Comments

Mr. Reiber thanked Mr. Spicher and Ms. Deaton for their work on the cleaning proposals. Ms. Hovarter asked if the epoxy flooring has been installed in the pavilion restrooms. Ms. Deaton responded that it is completed and it turned out great.

Mr. Walker provided information regarding Public Act 233 which took away the rights of local municipalities to regulate solar and wind energy. He informed the Board of an Energy Committee hearing tomorrow morning at 9am regarding House Bills 4027 and 4028 in the Anderson House Office Building in Lansing. He encouraged attendance.

Mr. Ben Tasich asked for clarification on whether Public Act 233 really eliminated local control and he encouraged that the Federal, State and Local governments work together.

Adjournment

Moved by Walker, supported by Deaton to adjourn the meeting at 7:24 p.m.



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: April 30, 2025
RE: Edwin Drive Road Maintenance Special Assessment District

Agenda items 3 and 4 are provided in advancement of the Edwin Drive Road Maintenance special assessment project. In accordance with Public Act 188 of 1954, notice of the second public hearing was mailed to property owners in the proposed district on Friday, April 25, 2025 and published in the Livingston Daily on both April 25, 2025 and May 2, 2025. As of the date of this letter, I have not received any written objections to the proposed district.

For your consideration at Monday's meeting, there is first the requirement for a public hearing for both the property owners and the general public to hear objections to the special assessment roll. This is agenda item #3.

After the conclusion of the public hearing, the Township Board of Trustees will consider adoption of **Resolution #5** which:

- Confirms the special assessment roll.
- Sets that the assessment may be paid in 5 installments due annually on July 1 with a 2% annual interest rate.
- Provides that the assessment can be paid in full by June 5, 2025 to avoid interest.

I look forward to discussing this with you at Monday's meeting. If, following the public hearing, you choose to approve renewal of the district, I request your consideration of Resolution 5 with disposition via roll call as follows:

Agenda Item #4 - Resolution #5 (Requires Roll Call)

Moved by _____ and supported by _____ to approve **Resolution #5** – Confirming the Special Assessment Roll for the **Edwin Drive Road Maintenance** Special Assessment Project (Summer tax 2025).

Sincerely,

Kelly VanMarter

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

**Resolution No. 5
Edwin Drive Road Maintenance
Special Assessment Project (Summer Tax 2025)**

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on May 5, 2025 at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and seconded by _____:

Resolution Confirming Special Assessment Roll

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Edwin Drive Road Maintenance Special Assessment Project (Summer Tax 2025) within the Township as described in Exhibit A (the “Project”) and in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled Special Assessment Roll for the Edwin Drive Road Maintenance Special Assessment Project (Summer Tax 2025) (the “Proposed Roll”) and has filed the Proposed Roll with the Township Manager and Township Clerk;

WHEREAS, the Township Board has scheduled a public hearing on the Proposed Roll and notice of the hearing has been properly provided;

WHEREAS, the Township Board conducted the public hearing on the Proposed Roll on May 5, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Roll Confirmed. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Board hereby confirms the Special Assessment Roll for the Edwin Drive Road Maintenance Special Assessment Project (Summer Tax 2025) (the “Roll”) (Exhibit B). The estimated cost of the Project is subject to quarterly periodic redetermination of costs, without further notice, pursuant to MCL 41.724(4).

2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in five (5) equal installments. The first installment shall be due July 1, 2025. Each subsequent installment shall be due at intervals 12 months from the due date of the first installment.

3. Future Installments - Interest. Special assessments may be paid in full up to June 5, 2025 without interest. Thereafter, all unpaid installments shall bear interest, payable annually on each installment due date, at a rate of two percent (2%).

4. Warrant. The Township Clerk is hereby directed to attach a warrant (in the form of Exhibit C to this resolution) to the Roll and to deliver such warrant and the Roll to the Township Treasurer, who shall thereupon collect the special assessments in accordance with the terms of this resolution, the Clerk's warrant and the statutes of the State of Michigan.

5. Inconsistent Prior Resolutions. All previously adopted resolutions that are in conflict with this resolution are repealed to the extent of such conflict.

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

YES:

NO:

ABSENT:

RESOLUTION DECLARED _____.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at the May 5, 2025 meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in the Township Manager's office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Janene Deaton, Genoa Charter Township Clerk

EXHIBIT A – THE PROJECT

EDWIN DRIVE ROAD MAINTENANCE PROJECT (SUMMER 2025)

DESCRIPTION OF PROJECT A FIVE-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

The total maintenance cost of the project is \$21,175. There are 15 parcels which front on this section of road. The estimated interest for the district is 2% and the administrative cost is \$2,000. The total principle cost per parcel is \$1,411.67. The annual principle payment per parcel is \$282.33 with 2% interest applied to the outstanding balance.

The project (the “Project”) will consist of:

- Grading – Grade all of Edwin Drive twice (2x) each year.
- Gravel – Deliver and spread five (5) yards of crushed asphalt material each year.
- Dust Control – Apply three (3) applications of chloride per year.
- Snow Removal – Snow removal shall be authorized as needed by request of designated neighborhood representative. Costs indicated are for plowing three inches (3”) or less of snow not more than five (5) times each year. This includes plowing and shoveling openings of cleared driveways.
- Township costs for publications and mailings.

Periodic redetermination of costs for incremental increases not to exceed ten percent (10%) of the total project cost may be required. Any total project cost increase which exceeds \$2,117 shall require notice and a hearing in accordance with MCL 41.724. Potential cost increases may result from but are not limited to the following:

- Snow removal events which exceed three inches (3”) of snow will require an additional \$10 per inch of snow.
- More than five (5) snow removal and/or snow shoveling events.
- Road grading and material prices are subject to change due to availability and location.

EXHIBIT B - THE ROLL (EDWIN DRIVE ROAD MAINTENANCE)
Tentative Special Assessment Listing for GENOA TOWNSHIP
Population: Special Assessment District (X042125)

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-11-100-003	X042125, Edwin Dr Rd	1,411.67	SINISTAJ LEZE 1622 EDWIN DR
4711-11-100-018	X042125, Edwin Dr Rd	1,411.67	BIERSCHBACH ROBERT 1601 EDWIN DR
4711-11-100-019	X042125, Edwin Dr Rd	1,411.67	REFALO MICHAEL 1619 EDWIN DR
4711-11-302-041	X042125, Edwin Dr Rd	1,411.67	BROWN, PHILIP & DIANE 1681 EDWIN DR
4711-11-302-042	X042125, Edwin Dr Rd	1,411.67	DORNAI TOBAIS 1673 EDWIN DR
4711-11-302-044	X042125, Edwin Dr Rd	1,411.67	HELMKA SHARON LTS 9.3 1663 EDWIN DR
4711-11-302-049	X042125, Edwin Dr Rd	1,411.67	FRY MARK & DEBRA 1636 EDWIN DR
4711-11-302-051	X042125, Edwin Dr Rd	1,411.67	GAUNT MICHAEL J 1652 EDWIN DR
4711-11-302-055	X042125, Edwin Dr Rd	1,411.67	DONNELON JEFFREY 1670 EDWIN DR
4711-11-302-056	X042125, Edwin Dr Rd	1,411.67	KILEDAL ERIK & KATHRYN 1676 EDWIN DR
4711-11-302-073	X042125, Edwin Dr Rd	1,411.67	HUNTSMAN ROCHELLE 1662 EDWIN DR
4711-11-302-076	X042125, Edwin Dr Rd	1,411.67	EDWIN 1695 LLC 37901 HURON POINTE DR
4711-11-302-077	X042125, Edwin Dr Rd	1,411.67	GUBALA WAYNE 1689 EDWIN DR
4711-11-302-080	X042125, Edwin Dr Rd	1,411.67	GROOMES, KELLY & MARY 1655 EDWIN DR
4711-11-302-052	X042125, Edwin Dr Rd	1,411.67	KOVANIS HARALAMPOS & KOVANIS LOUKAS 5475 E GRAND RIVER AVE
# OF PARCELS: 15	TOTALS:	21,175.05	

EXHIBIT C

WARRANT

TO: Esteemed Treasurer
Genoa Township
Livingston County, Michigan

I certify that attached to this Warrant is a true copy of the special assessment roll for the Edwin Drive Road Maintenance Special Assessment Project (Summer Tax 2025) (the "Roll") confirmed by the Township Board on May 5, 2025 (the "Confirming Resolution"). You are hereby directed to proceed to collect the amounts due on such Roll in accordance with this Warrant, the Confirming Resolution and the statutes of the State of Michigan.

Janene Deaton
Genoa Charter Township Clerk



MEMORANDUM

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

TO: Honorable Board of Trustees
FROM: Amy Ruthig, Planning Director
DATE: April 29, 2025
RE: Summerfield Pointe PUD Amendment – Final Condominium site plan
Lawson Drive, north of Grand River Avenue

In consideration of the approval recommendation by the Township Planning Commission on March 10, 2025, please find the attached proposed final PUD, final condominium site plan, and impact assessment for your consideration. The applicant proposes to finalize the amended Summerfield Pointe PUD agreement which provided for the construction of 102 detached residential site condominium units in lieu of 140 attached residential condominium units. The project also includes 12 attached units on the east of Lawson Drive. The property is located on Lawson Drive, north of Grand River Avenue.



SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

An amendment to the originally approved PUD and the preliminary condominium plan was approved by the Township Planning Commission and Township Board in 2023. This amendment approved the conversion from attached condominiums to single-family residential and set the number of allowable units. Procedurally, this is the final phase to obtain final condominium site plan approval.

The project was heard before the Planning Commission on March 10, 2023 following a public hearing and was recommended for approval. Based on that recommendation and staff's recommendations, I offer the following for your consideration:

PUD AGREEMENT Moved by _____, Supported by _____ to APPROVE the amended PUD Agreement with staff and attorney comments incorporated and the addition of the following language:

1. The Master Deed and Bylaws for Summerfield Pointe Estates and Summerfield Pointe Attached Condominiums shall be responsible for maintaining the lawn and sprinkler system, yard area located on each Co-Owner's Unit, and the general common element lawn and landscaping. The Master Deed and Bylaws shall limit the lawn cutting to a common single day for lawn mowing by a single service provider.
2. If future owners of the units desire to install a water softener system on their individual unit, each owner shall be required to install a drywell system to accommodate all water softener discharge. Such dry-well systems shall be maintained, repaired, and replaced by the individual owners.
3. Amendments to the Master Deed and Bylaws for each shall be approved by the Township.
4. The Master Deed and Bylaws for Summerfield Pointe Estates shall include the following: Trash disposal is provided by the Township. If the Township discontinues this service, Association will contract with disposal contractor in conjunction with the adjacent Association to provide trash disposal on the same day.
5. The Master Deed shall contain language that Co-Owners are prohibited from altering the wetlands or Open Space Areas contained within the condominium, including within the 25-foot natural features buffer. To the extent that a future co-owner of a unit in the Condominium violates the terms by removing, trimming or damaging the vegetation and/or tree(s) from the regulated Open Space Areas or natural features buffer areas of the Condominium, without the prior written approval of the Township, such co-owner will be in violation of this Agreement and the Master Deed and will be subject to the provisions of Section 21.04 of the Zoning Ordinance, including the assessment of penalties and fines as set forth therein.
6. Developer shall provide prospective purchasers of Units in the development with notice regarding the potential existence of radon in all residential developments and referring prospective purchasers to investigate the risks associated with radon exposure and the methods available to detect, measure and mitigate radon exposure.

ENVIRONMENTAL IMPACT ASSESSMENT Moved by _____, Supported by _____ to APPROVE the Environmental Impact Assessment dated February 14, 2025 with the following conditions:

1. Traffic from construction for the site development and the homes will not use the cross access to Hampton Ridge.
2. Language shall be added to include that snow does not block the cross-access gate in the wintertime.

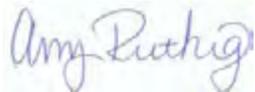
SITE PLAN Moved by _____, Supported by _____ to APPROVE the Final PUD Plan dated February 14, 2025 with the following conditions:

1. Prior to land use permit issuance, site plan exceedance fees must be paid in full.
2. The requirements of the Brighton Area Fire Authority and the Livingston County Drain Commissioner shall be met prior to the issuance of a land use permit.
3. Master Deed and Bylaws and PUD agreement shall be submitted with all required revisions prior to land use permit issuance.

4. An additional 2 rows of coniferous trees of different varieties at least 6 feet height shall be located in the open space adjacent to the existing Hampton Ridge development. Final quantity and location to be approved by Township staff.
5. Signage shall be added to the emergency access gate stating "No Piling of Snow" and "No Parking".

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

Best Regards,

A handwritten signature in blue ink that reads "Amy Ruthig". The signature is written in a cursive style and is set against a light blue rectangular background.

Amy Ruthig

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
March 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, Glynis McBain, Marianne McCreary, Greg Rassel, and Eric Rauch. Absent was Bill Reiber. and. 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 Rauch, supported by Commissioner McCreary, 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.

Ms. Debra Beattie of 3109 Pineview Trail asked how to contact the Planning Commission members. Ms. Ruthig advised communications should be sent to her and she will forward it to the members.

The call to the public was closed at 6:32 pm.

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)

Mr. Wayne Perry of Desine Engineering and Mr. Garret Steel, representing the developer, were present. Mr. Perry stated they are requesting final approval to convert the attached condominium units to single-family site condominiums. They have addressed the comments made by the consultants.

Mr. Borden reviewed his letter dated March 5, 2025 noting that his previous comments have been addressed.

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.

Ms. Byrne reviewed her letter dated March 3, 2025.

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.
4. An additional valve will need to be added along Summer Ridge Drive to ensure no more than two 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.
5. 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 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.

The Brighton Area Fire Authority Fire Marshal's letter dated March 3, 2025 states the applicant has addressed all his previous concerns.

Genoa Township Planning Commission

March 10, 2025

Approved Minutes

Commissioner McCreary asked when the Master Deed and by-laws need to be submitted to the Township. Ms. Ruthig stated the final documents must be submitted to her prior to the Board meeting. Any changes requested by the Planning Commission should be stated this evening.

Commissioner Rauch advised the public that the Township has not seen this project in approximately 1 ½ years, but there were significant reviews and discussions with the applicant in the past. In 2022 and 2023 it was reviewed and discussed three times by the Planning Commission and then the Township Board reviewed and approved the preliminary submittal.

Mr. Perry showed the proposed site plan and explained what will be built. There will now be three separate condominium associations; the original one, one for the 102 single-family homes, and then one for the three new condominium buildings that will be built.

The call to the public was opened at 6:47 pm.

Ms. Jamie Schingeck of 4441 Aster Boulevard thanked the Planning Commission and Mr. Healy for listening to her concerns in 2022 and 2023. One item was that lawn maintenance would only be done one day per week. She is still concerned how a lawn maintenance company is going to be able to maintain all of those properties doing it only once per week,

Ms. Maria Belcher of 4082 Hampton Ridge, who is on their board, is concerned with the area on the map labeled Open Space. There will be some trees planted, but because of the different lifestyles of the two communities, they are requesting that a fast-growing hedgerow be planted. She also requested that they trim the oak trees in the winter. She asked where the snow will be placed. She does not want it pushed to the open space and put on top of the storm drains.

The call to the public was closed at 6:53 pm.

Commissioner McCreary asked when construction would begin. Mr. Perry stated there are additional permits that will be required, so it could be six to seven months. She asked what assurance can be given that any oak trees will only be trimmed in the winter months. Ms. Byrne stated they are only allowed to cut oak trees during the permitted times.

Commissioner McBain is concerned with only three buildings being their own association. There will be less residents to share the costs. It will be disproportionate from the other associations. She asked if those three buildings could be added to the existing one. She also asked that one trash removal company be contracted for all of the residents. Ms. Ruthig advised that language is in the documents; however, at this time, trash removal is done by the township.

Commissioner Rauch asked if the petitioner would plant 14 conifer trees instead of the tulips and maples proposed so it can offer year-round visual protection from the adjacent community. Mr. Perry agreed to change the type of trees that are planted.

Moved by Commissioner Rauch, supported by Commissioner Rassel, to recommend to the Township Board approval of the PUD Agreement for Summerfield Point Planned Unit Development as this Planning Commission finds that the private road requirements of Section 15.05 of the zoning ordinance are met. This recommendation is made with the following condition:

- The comments in the PUD Agreement shall become codified prior to the final submittal.

The motion carried unanimously.

Moved by Commissioner Rauch, supported by Commissioner Rassel, to recommend to the Township Board approval of the Environmental Impact Assessment dated February 14, 2025 for Summerfield Point Planned Unit Development. **The motion carried unanimously.**

Moved by Commissioner Rauch, supported by Commissioner Rassel, to recommend to the Township Board approval of the Final Site Plan dated February 14, 2025 for the Summerfield Point Planned Unit Development, with the following conditions:

- The site plan shall be updated with the comments from the Township Engineer's letter dated March 3, 2025.
- The requirements of the Brighton Area Fire Authority and the Livingston County Drain Commissioner shall be met prior to the issuance of a land use permit.
- The 14 trees proposed to be planted in the open space in the northwest corner of the development shall be swapped for 14 coniferous trees.
- The easement deviation, the road width deviation, and the horizontal curve deviation are acceptable to the Planning Commission

The motion carried unanimously.

Chairman Grajek thanked the applicant for working with the neighbors and the Township.

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)

Mr. Neil Ganshorn of Rand Construction and Jeff Osliger, representing the applicant, were present. They are proposing to expand the rear of their existing building. Mr. Ganshorn showed the site plan and described the proposed changes. They will be changing the grading to help with stormwater management so they will be removing and replacing the existing asphalt.

Mr. Borden reviewed his letter dated February 28, 2025.



March 5, 2025

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Amy Ruthig, Planning Director
Subject:	Summerfield Pointe Estates – Final PUD Site Plan Review #2
Location:	Lawson Drive, north of Grand River Avenue
Zoning:	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.

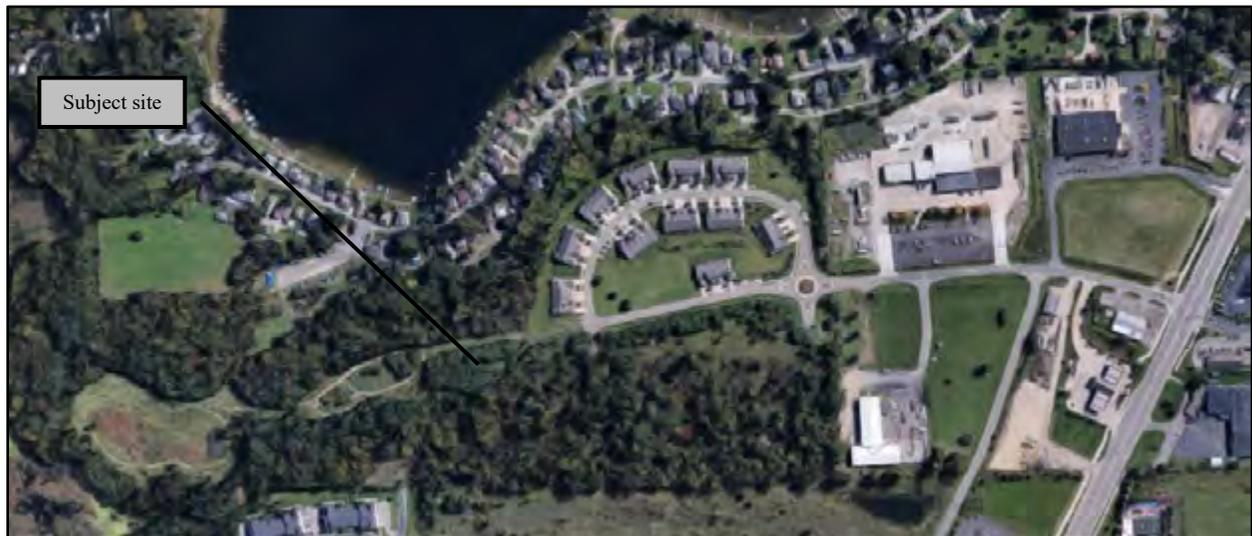
A. Review Summary

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.

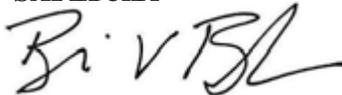
8. **PUD Agreement.** The PUD Agreement included with the submittal provides provisions on construction traffic, the emergency access gate, and lawn maintenance, as previously requested/required.

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,
SAFE BUILT



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

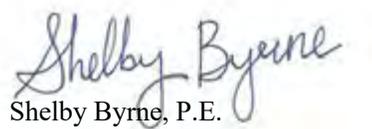
1. After final site plan approval, the Petitioner will be required to submit private road construction plans to the Township for review and approval. Engineering Design Standards allow a minimum horizontal curve

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

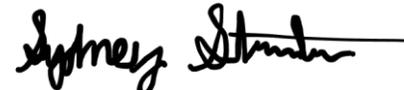
radius of 150 feet for roads with a posted speed limit of twenty-five miles per hour or less. The proposed speed limit should be addressed in the plans.

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



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 Email: drain@livgov.com

April 3, 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 of Genoa Township

Dear Mr. Perry:

I received revised Construction Plans and a response letter for the above referenced development on March 25, 2025. The submitted information has been reviewed for conformance with the current L.C.D.C. "Procedures and Design Criteria for Stormwater Management Systems" and with our office's latest review letter dated March 19, 2025. The items mentioned in the review letter have been adequately addressed with the exception of grading related items mentioned below.

The Floor Elevation Tables should be reviewed and revised as necessary. The proposed Lowest Allowable Opening Elevations for Sites 9, 12 through 23, 32 through 39, 72 through 81, 96 through 98 and 100 through 101 are too low in relation with the proposed contour elevations shown at the rear of their respective residences. Also, the Main Floor Elevation listed for many of the sites in the table does not match the Finish Floor Elevation (F.F.E.) shown on the Grading Plans. Lastly, the Typical Unit Grading Profiles found on Sheet GR3 should be corrected to properly refer to the residence finished grade which is indicated to be at least one foot below the proposed finish floor elevation.

I am granting approval of the Construction Plans for Summerfield Pointe P.U.D. Amendment contingent on the above-mentioned items being addressed in revised plans submitted to my office.

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

From: [patricia croskey](#)
To: [Amy Ruthig](#)
Subject: Summerfield Pointe by Healy Homes
Date: Friday, March 21, 2025 6:54:03 AM

Amy,

I am one of the concerned residents of Hampton Ridge and would like to express a few of my concerns. I am a retired single woman and I care for my great great nephews two days a week. We enjoy going to the Hampton Ridge park by walking and I am very concerned about any extra traffic as I find non residents more likely (from experience) to drive unsafely through our subdivision. My other main concern is the displacement of wildlife, they are being forced out of their natural habitat daily. We desperately need the trees and natural woods for everyones enviroment. I also can not afford to keep the roads up for non residents, we already have people zooming through here from the sub behind us with no concerns for our residents.

m o m
o f a
t r
h i
e n
r e

From: [Mary Young](#)
To: [Amy Ruthig](#)
Subject: Summerfield Pointe Proposal
Date: Sunday, March 30, 2025 7:07:49 PM

Hi Amy,

This Mary Young and I reside at 4433 Aster Blvd, Howell, MI in the Hampton Ridge Condo complex. I am writing to voice my concerns in regards to the Summerfield Pointe property proposal. It is my understanding that this is on the agenda to be discussed further at the Genoa Township meeting on April 7, 2025.

My first concern is in regards to the access point at which our two communities could be connected. It is my understanding that at a previous meeting after much discussion it was agreed upon in favor of the Hampton Ridge residents and approved by the board to have a gate installed at this access point that would allow for emergency access only. Since then we now have many new members on the board and I want to make sure that there will be no changes to what was previously approved and that the gate approval still stands. Can you please confirm?

My second concern is in regards to the wooded area that currently separates our community from the proposed development. So often these developments once approved come in and clear cut the property with no regard to the surrounding communities and invades on the privacy this has provided. In addition this is currently a habitat for many animals & wildlife as well. I would like to ask for some restrictions to be placed on Summerfield Pointe and that they only be allowed to cut and remove what is absolutely necessary and that a buffer between the two communities be maintained with mature trees or replacement made with trees that are considered fast growing in order to be the least invasive to Hampton Ridge and the surrounding communities.

Thank you for your time and consideration in this matter.

Mary Young

Please See Attorney and Staff comments.

All required language from Board approval conditions shall be incorporated into the document.

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 Pointed Planned Unit Development Agreement dated April 19, 2002 and recorded on February 24, 2003 in Liber 0772, Page 0940, Livingston County Records (as amended, the “**PUD Agreement**”), pertaining to the real property described in **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

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

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

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

AMENDMENT

The PUD Agreement is amended as follows:

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

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

“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. 30 ft from back of curb.	Min 30 ft	Min 25 ft.

Setbacks for Single Family detached units are:

<u>Perimeter Setback</u>	<u>Front Setback</u>	<u>Rear Setback</u>	<u>Side Setback</u>
North(side) 50 ft West (rear) Min 30 ft South (front) Min 35 ft East (side) Min 75 ft	30 ft from back of curb 20 ft from back side of 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 Width</u>	<u>Horizontal Curve Radius</u>	<u>Road With (B/C)</u>
Private Road Requirement	66'	150 ft	30'
Deviations	36'	50 ft	2'
Dimensions Provides	30'	100 ft	28'

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

Language shall be added to the condominium documents prohibiting the pruning of oak trees by the Association and/or co-owners of units, as applicable, during the active growing season in order to mitigate the spread the "Oak Wilt".

The Master Deed and Bylaws shall include the use of fertilizers containing phosphorus shall be prohibited.

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 and installation 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.

Livingston County Building Department issues Certificate of Occupancies.

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:

The numbering in the PUD shall be corrected. Missing 6 & 7

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.

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.

Should be MHOG and GO

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:

- 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.

Numbering shall be corrected.

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

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

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

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

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

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

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.

During the installation and construction of the improvements by Developer, Developer shall not use the emergency access entrance as shown on the site plan.

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.

Snow shall not block the cross-access gate and shall not be placed in a pile that cause drainage on adjacent on properties.

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]

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.

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, L.L.C, a Michigan limited liability company ("Developer"), whose address is 3696 Sleeth Road, Commerce Township, Michigan 48382.

RECITALS

, (comma)

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, MHOG Utility Department, GO Sanitary Sewer District 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, MHOG, GO, 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 and utility 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.”

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:

EXHIBIT B TO AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE ROADS

INTERIORS ROADS

(see attached)

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 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)
) 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, Michigan 48382

EXHIBIT A
Grantor Property
(see attached)

LAND SITUATED IN THE TOWNSHIP OF GENOA, COUNTY OF LIVINGSTON STATE OF MICHIGAN,
DESCRIBED AS FOLLOWS:

All required language from Board approval conditions shall be incorporated into the document.

**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.

(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 or re-expansion shall be undertaken as provided under this Article 10. The Project established pursuant to the initial Master Deed consists of One Hundred and Two (102) Units. The maximum number of Units permitted in this Condominium is One Hundred and Two (102) Units in the Project.

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the Area of Future Development and the establishment of Units thereon, subject to approval by the Charter Township of Genoa. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the 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 be sold at the time the alteration is made. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, subject to approval of the Charter Township of Genoa. All improvements shall be reasonably compatible with the existing improvements in

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

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

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

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, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by Charter Township of Genoa service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE 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:

Language shall be the same as the Summerfield Pointe Attached Condominium Master Deed

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, Mortgagee 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 CONDOMINIUM

Section 1. Easement Rights. The Condominium Project benefits from certain access and utility easement rights granted pursuant to the Article X, Section 2 of the Master Deed of Summerfield Pointe as recorded in Liber 4218, Page 874, Livingston County Records, Livingston County Condominium Subdivision Plan No. 295

Section 2. Joint Maintenance of Summer Ridge Drive and Lawson Road. The Condominium Project adjoins Summerfield Pointe and the two condominium projects jointly use certain roads such as Summer Ridge Drive East and the portion of Lawton Road which is not dedicated to the public. Summerfield Pointe Association, the administrator of Summerfield Pointe, is generally responsible for the maintenance, repair and replacement of those roads and Summerfield Pointe Estates Association shall reimburse Summerfield Pointe Association for a proportionate share of the reasonable costs of maintenance, repair and replacement, such as snow removal, pavement repair and replacement, and maintenance of associated berms, open space and roundabout infrastructure ("Road Maintenance Costs"). However Summerfield Pointe Estates and Summerfield Pointe 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 Pointe 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.

[Remainder of Page Intentionally Left Blank]

[Signature on Following Page]

DEVELOPER:

HEALY HOMES AT SUMMERFIELD LLC,
a Michigan limited liability company

By: _____
Jack Healy

Its: Manager and Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this ___ day of _____, 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

RETURN TO:
Jack Healy
3696 Sleeth Rd.
Commerce, MI 48382

EXHIBIT A
SUMMERFIELD POINTE ESTATES
BYLAWS

All required language from Board approval conditions shall be incorporated into the document.

TABLE OF CONTENTS

ARTICLE I ASSOCIATION OF CO-OWNERS7

ARTICLE II ASSESSMENTS7

 Section 1. Assessments for Common Elements.....7

 Section 2. Determination of Assessments7

 Section 3. Developer's Responsibility for Assessments8

 Section 4. Penalties for Default9

 Section 5. Liens for Unpaid Assessments9

 Section 6. Waiver of Use or Abandonment of Unit10

 Section 7. Enforcement10

 Section 8. Statement as to Unpaid Assessments.....11

 Section 9. Liability of Mortgagee11

 Section 10. Property Taxes and Special Assessments11

 Section 11. Personal Property Tax Assessment of Association Property11

 Section 12. Construction Lien11

ARTICLE III ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS12

 Section 1. Demand and Election.....12

 Section 2. Rules12

 Section 3. Attorney Fees and Costs.....12

 Section 4. Enforcement12

 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 Actions13

 Section 10. Board of Directors' Recommendation to Co-Owners13

 Section 11. Litigation Evaluation Meeting13

 Section 12. Independent Expert Opinion14

 Section 13. Fee Agreement with Litigation Attorney14

 Section 14. Co-Owner Vote Required.....14

 Section 15. Litigation Special Assessment.....15

 Section 16. Attorney's Written Report.....15

 Section 17. Board Meetings15

 Section 18. Changes in the Litigation Special Assessment.....15

 Section 19. Disclosure of Litigation Expenses.....16

ARTICLE IV INSURANCE16

 Section 1. Extent of Coverage.....16

 Section 2. Authority of Association to Settle Insurance Claims.....17

 Section 3. Responsibilities of Co-Owners17

 Section 4. Waiver of Right of Subrogation.....18

 Section 5. Indemnification18

ARTICLE V RECONSTRUCTION OR REPAIR.....	18
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
ARTICLE VI ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE	
RESTRICTIONS.....	21
Section 1. Residential Use.....	21
Section 2. Leasing and Rental.....	21
Section 3. Drainage.....	22
Section 4. Alterations and Modifications.....	22
Section 5. Activities.....	22
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.....	34
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.....	35
Section 18. Accessory Buildings and Structures.....	36
Section 19. Rules and Regulations.....	36
Section 20. Right of Access of Association.....	36
Section 21. Landscaping.....	36
Section 22. Reserved Rights of Developer.....	37
Section 23. NO WARRANTY ON EXISTING TREES AND VEGETATION.....	37
Section 24. Tree Removal; Woodlands Preservation.....	37
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.....	39
Section 28. Foreclosed Units; Title, Fee Procedures.....	40
ARTICLE VII MORTGAGES.....	40
Section 1. Notice to Association.....	40
Section 2. Insurance.....	40
Section 3. Notification of Meetings.....	40

Section 4.	Mortgage Consent; Notice.....	41
ARTICLE VIII VOTING		41
Section 1.	Vote.....	41
Section 2.	Eligibility to Vote	41
Section 3.	Designation of Voting Representative.....	41
Section 4.	Quorum.....	41
Section 5.	Voting.....	42
Section 6.	Majority	42
ARTICLE IX MEETINGS		42
Section 1.	Place of Meeting	42
Section 2.	First Annual Meeting.....	42
Section 3.	Annual Meetings	42
Section 4.	Special Meetings.....	42
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	43
ARTICLE X ADVISORY COMMITTEE		44
ARTICLE XI BOARD OF DIRECTORS		44
Section 1.	Number and Qualification of Directors	44
Section 2.	Election of Directors	44
Section 3.	Powers and Duties.....	45
Section 4.	Other Duties	45
Section 5.	Management Agent.....	46
Section 6.	Vacancies	46
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.....	47
Section 13.	First Board of Directors	48
Section 14.	Fidelity Bonds.....	48
Section 15.	Electronic, Digital and Telephonic Participation.....	48
ARTICLE XII OFFICERS		48
Section 1.	Officers.....	48
Section 2.	Election.....	48
Section 3.	Removal	48
Section 4.	Duties.....	49

ARTICLE XIII SEAL	49
ARTICLE XIV FINANCE AND RECORDS	49
Section 1. Records.....	49
Section 2. Fiscal Year	49
Section 3. Bank	49
Section 4. Co-Owner Access to Books and Records; Procedures	49
ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS; OFFICERS' AND DIRECTORS' INSURANCE.....	50
Section 1. Indemnification of Officers and Directors.....	50
Section 2. Directors' and Officers' Insurance.....	51
ARTICLE XVI AMENDMENTS.....	51
Section 1. Proposal	51
Section 2. Meeting.....	51
Section 3. Voting	51
Section 4. By Developer.....	52
Section 5. When Effective	52
Section 6. Binding.....	52
Section 7. Amendments; Township Approval	52
ARTICLE XVII COMPLIANCE.....	52
ARTICLE XVIII DEFINITIONS	52
ARTICLE XIX REMEDIES FOR DEFAULT	52
Section 1. Legal Action.....	52
Section 2. Recovery of Costs.....	52
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
ARTICLE XX ASSESSMENT OF FINES.....	53
Section 1. General.....	53
Section 2. Procedures	53
Section 3. Amounts	54
Section 4. Collection	54
Section 5. Rights Under Condominium Act As to Tenants; Land Contract Vendees	54
ARTICLE XXI RIGHTS RESERVED TO DEVELOPER.....	54
ARTICLE XXII SEVERABILITY/CONSTRUCTION	55
Section 1. Severability	55
Section 2. Rules of Construction	55

ARTICLE XXIII ENERGY EFFICIENT IMPROVEMENTS

**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

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 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 officers and directors' liability insurance, and workers' compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

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

Section 3. Responsibilities of Co-Owners. Each Co-Owner shall be obligated and responsible for obtaining fire insurance, extended coverage, and vandalism and malicious mischief endorsements with respect to the building and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and its appurtenant Limited Common Elements and for his or her personal property located therein or thereon or elsewhere in the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-Owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-Owner hereunder. In the event of the failure of a Co-Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance (but is under no obligation whatsoever to do so) on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-Owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit and affecting appurtenant Limited Common Elements or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-Owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-Owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall, under no circumstances, have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-Owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-Owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date, which notification shall include a description of the coverage and the name and address of the insurer. Each Co-Owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-Owners may obtain supplementary insurance, but in no event shall any such insurance coverage undertaken by a Co-Owner permit a Co-Owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-Owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-Owner does or permits anything to be done or kept on his or her Unit that will increase the rate of insurance each Co-Owner shall pay to the

Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-Owner responsible for such activity or condition.

Section 4. Waiver of Right of Subrogation. The Association and all Co-Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 5. Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-Owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-Owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner, however.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired subject to the requirements of 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 the portion of Aster Boulevard located wholly within the Project, 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). 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 7. 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 8. 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;
 - (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).

(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. An 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 an 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 provided 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. The following list is not exhaustive and may change:

(i) Allowed items with prior approval:

- a) Portable basketball backboard
- b) Awnings
- c) Bird bath feeders in rear yard
- d) Decks or patios
- e) Invisible fence
- f) Flags, (except 3 x 5 US Flag)
- 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 prior approval

- i. Play structures (in rear yard only)
- ii. Swimming pools
- iii. Fire pits
- iv. Satellite dishes.
- v. Holiday decorations,
- vi. Decks and Patios.
- vii. 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. 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 ordinance and (ii) Developer approval, so long as the Developer owns any unit during the Development and Sales Period and thereafter, 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 / 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. No other flags are permitted.

(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. Such 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. 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.

take out comma

(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 10. 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 11. 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, porta-johns, and trailers on vacant lots.

Section 12. 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 13. 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 14. 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 15. Open Spaces, Recreation Facilities and Paths. Common open spaces and paths shall be provided as proposed on the plans.

Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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, including 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 extend 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 29. Foreclosed Units; Title, Fee Procedures.

(a) Ownership Commences Upon Date of Sherriff'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 30. 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 31. 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, Robert's 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 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 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 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 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.

ARTICLE XXIII ENERGY-EFFICIENT IMPROVEMENTS

Section 1. Solar Energy Policy. Pursuant to the Michigan Homeowners Energy Policy Act ("HEPA"), 2024 PA 68, and notwithstanding any provisions of these Bylaws to the contrary, the Association hereby adopts the following Solar Energy Policy Statement:

- Prior to the installation of any solar energy system on or in a Co-owner's Unit, the Co-Owner must submit an application to the Developer, or if after the Transitional Control Date, the Board of Directors, or a committee designated by the Board for this purpose, for prior approval.
 - A "solar energy system" is defined by HEPA as "[A] complete assembly, structure, or design of a solar collector, or a solar storage mechanism that uses solar energy for generating electricity or heating or cooling gases, solids, liquids, or other materials. Solar

energy system includes the design, materials, or elements of a solar energy system and its maintenance, operation, labor components, and the necessary components, if any, of supplemental conventional energy systems designed for or constructed to interface with a solar energy system.”

- The approval of an adjacent unit Co-owner is not required to approve a Co-owner’s application to install a solar energy system on the applicant’s unit;
- The Developer, or if after the Transitional Control date, the Association, will not do any of the following:
 - Inquire into a Co-owner’s energy usage;
 - Impose conditions that impair the operation of a solar energy system;
 - Impose conditions that negatively impact any component industry standard warranty;
 - Require post-installation reporting;
 - Require a fee for submitting an application to install a solar energy system above that which the Developer or Association assesses for other applications related to a change in the property;
 - Prohibit a Co-owner from resubmitting a written application to install a solar energy system after a written application submitted after the effective date of this act was denied by the Developer or Association.
- The Developer or Association will not deny a Co-owner’s application to install a solar energy system because of the identity of the entity that owns the solar energy system or the financing method chosen by the member;
- The Developer, or if after the Transitional Control Date, the Association, may deny an application to install a solar energy system or require the removal of a solar energy system if one or more of the following apply:
 - A court has found that the installation of the solar energy system violates a law;
 - The installed solar energy system does not substantially comply with the Co-owner’s application, as approved by the Developer or Association;
 - The Developer or Association has determined that the solar energy system will be installed on the roof of a unit owned by the Co-owner requesting installation **and** one or more of the following apply:
 - The solar energy system will extend above or beyond the roof of that home or unit by more than six inches;
 - The solar energy system does not conform to the slope of the roof and has a top edge that is not parallel to the roof line;
 - The solar energy system has a frame, support bracket, or visible conduit or wiring that is not silver, bronze, or black tone that are commonly available in the marketplace.
 - The Developer or Association has determined that **both** of the following apply:
 - The solar energy system will be installed in a fenced yard or patio rather than on the roof of a home or unit; **and**
 - The solar energy system will be taller than the fence line.
- A Co-owner shall comply with state and local building codes and permit requirements in the replacement, maintenance, installation, or operation of an energy-saving improvement or modification or the installation of a solar energy system.
- With regard to the application process, both of the following apply:
 - A member who wants to install a solar energy system in the member’s home or unit shall comply with the application requirements under Section 11(1) of HEPA; and

(12) The above conditions are not intended to prohibit any recognized energy-saving improvement or modification, but rather to ensure that such improvements and modifications are harmonious with the nature and character of the Project.

All required language from Board approval conditions shall be incorporated into the document.

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

which one is it, Summerfield Pointe ATTACHED condo?

**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 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.

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

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

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

(i) 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 services.

(i) Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as

necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

(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.

(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.

(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. The future development is not required to be added to the project but may be at the election of developer.

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.

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

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

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

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

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.

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,

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.

Road Commission

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: _____

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

All required language from Board approval conditions shall be incorporated into the document.

SUMMERFIELD POINTE ATTACHED CONDOMINIUMS BYLAWS

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

Summerfield Pointe Attached Condominiums , 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, 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 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.

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 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 instalments 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 instalments; and third, to instalments 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
ALTERNATNE 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 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 Firearms, 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 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. 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 notwithstanding the co-owners collective restriction on the lawn maintenance schedule to a common, single day to limit lawn mower noise disturbance to the adjacent multi-family condominiums that are maintained by a single lawn maintenance firm.

(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. If the Charter Township of Genoa no longer controls trash pick and disposal, each co-owner shall bear the costs of and arrange for pickup and trash disposal, however, the Association may contract with a contractor to provide services if the Board of Directors concludes it is in the best interest of the Association and Co-Owners to do so. 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.

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 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 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 Charter Township of Genoa may also enforce its wetland ordinance. This Section may not be amended or modified without the consent of the 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 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 in compliance with the 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 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 MORTGAGE

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 affect 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 I 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.

**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

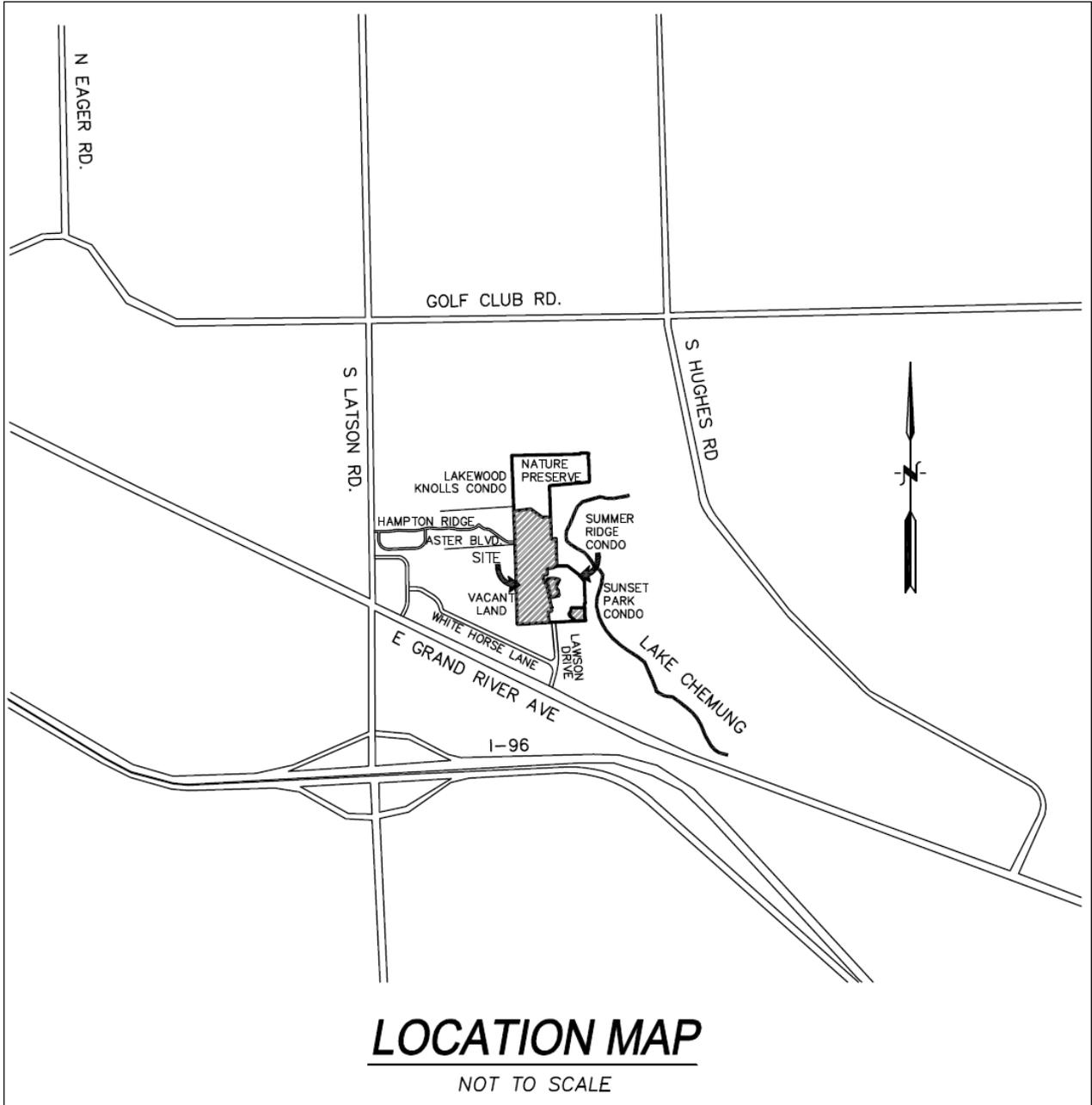
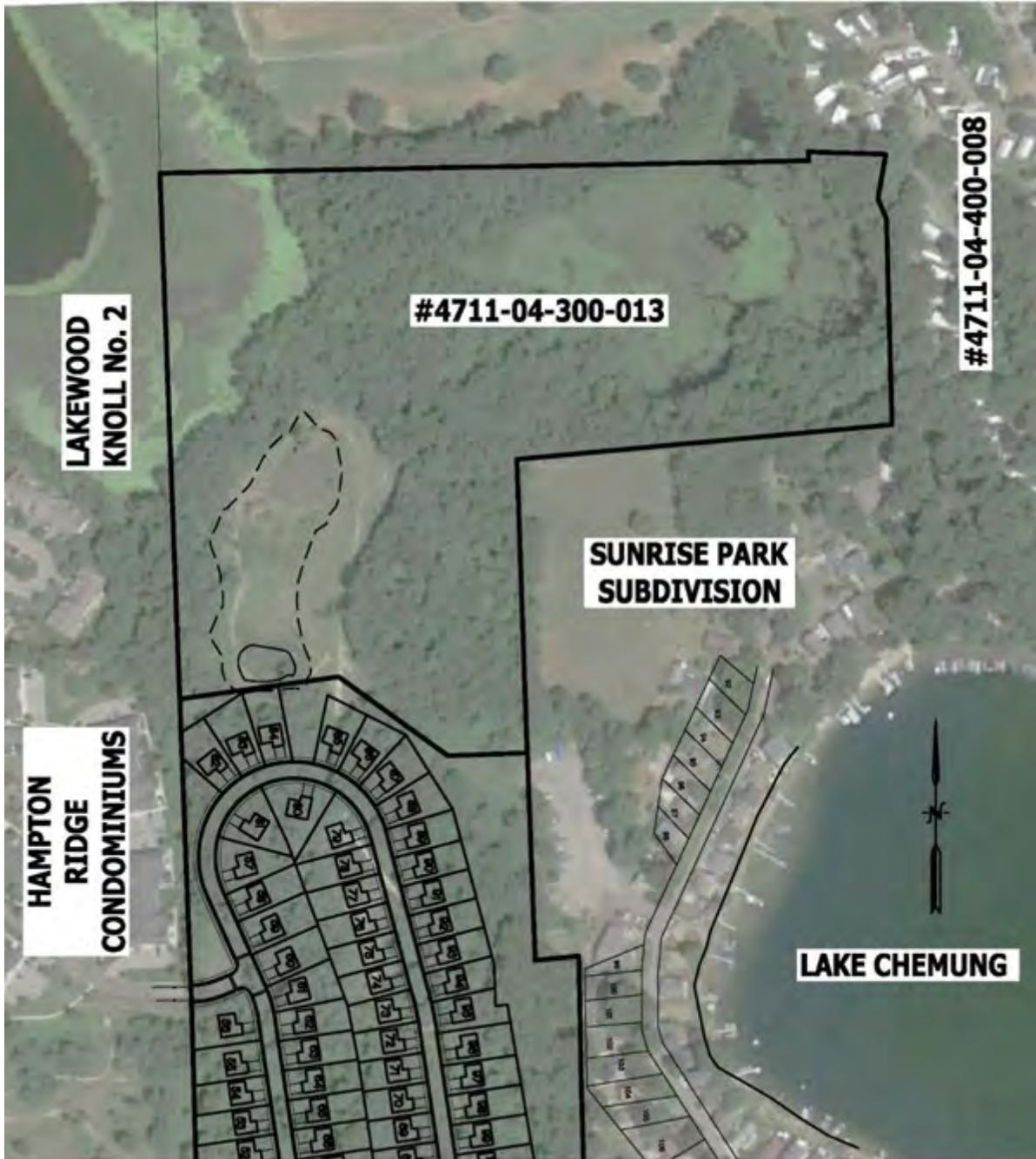


FIGURE 2



SITE IMPROVEMENTS (NORTH)
NOT TO SCALE

FIGURE 3



SITE IMPROVEMENTS (SOUTH)
NOT TO SCALE

FIGURE 4



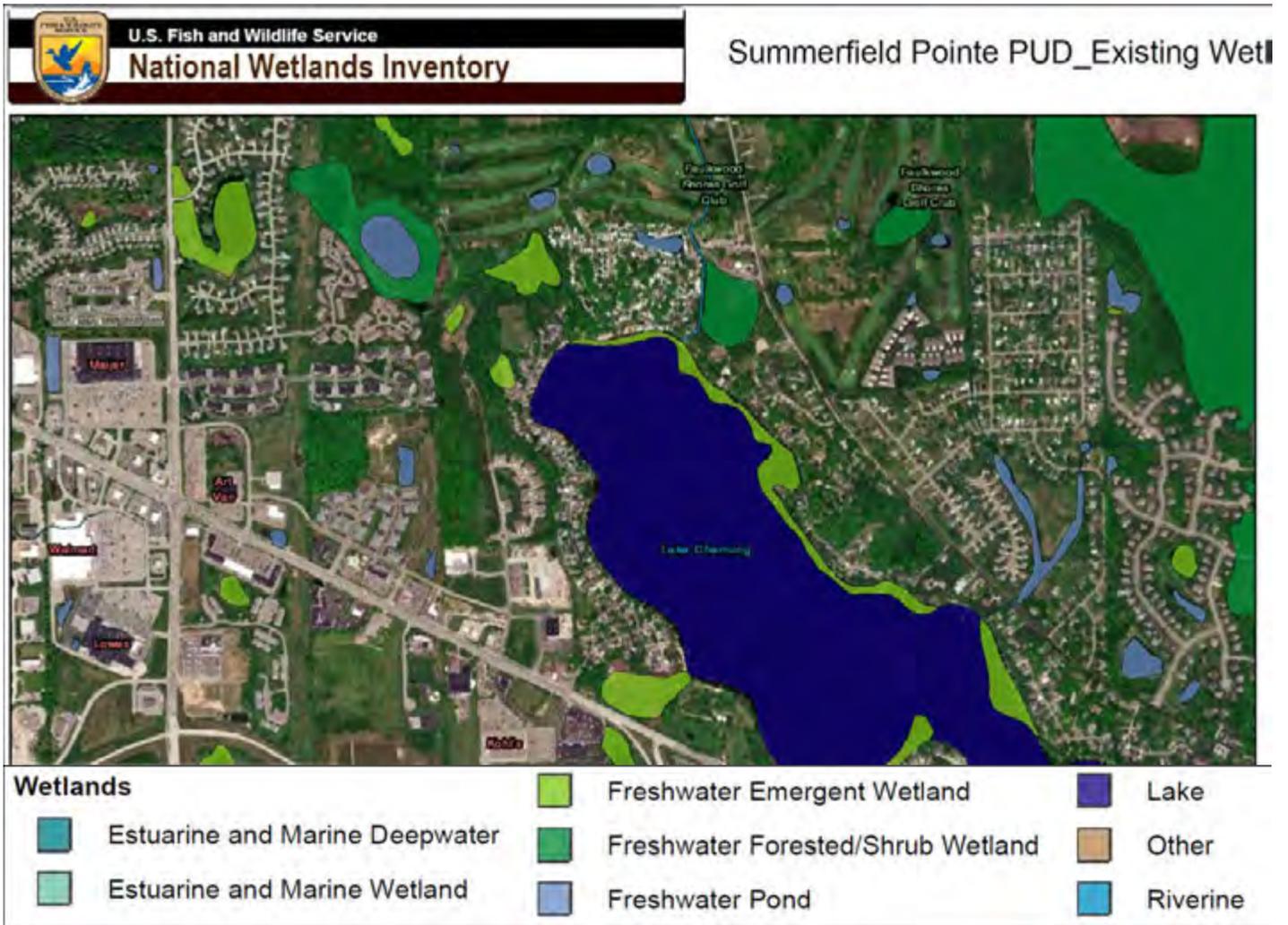
SOILS MAP
(NOT TO SCALE)

FIGURE 5

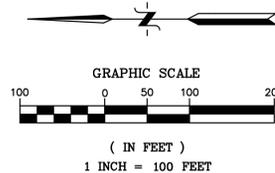
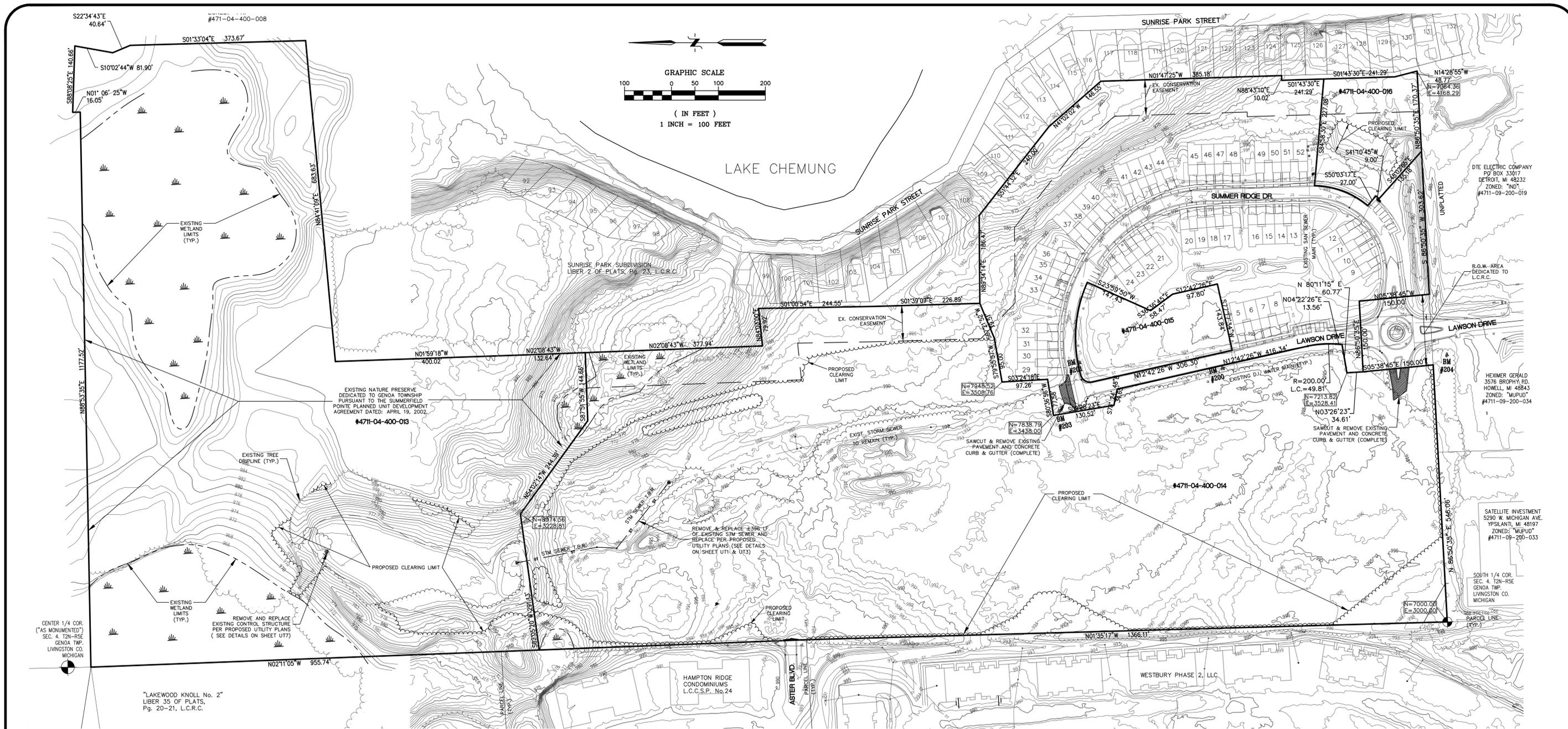
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cc	Carlisle muck, 0 to 2 percent slopes	5.0	3.2%
CvraaB	Conover loam, 0 to 4 percent slopes	3.4	2.2%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	11.5	7.3%
Ho	Houghton muck, 0 to 1 percent slopes	4.3	2.7%
MoB	Wawasee loam, 2 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%
Totals for Area of Interest		157.3	100.0%

SOILS MAP LEGEND
(NOT TO SCALE)

FIGURE 6



WETLANDS INVENTORY MAP
(NOT TO SCALE)



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

- BENCHMARKS**
- DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON 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 #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 = 993.88 (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)

- 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

TREE REMOVAL NOTE
OAK TREES SHALL NOT BE CUT, TRIMMED OR REMOVED BETWEEN APRIL 15th AND JULY 15th.

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

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

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

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	02-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP	2	03-24-25	REVISED PER TOWNSHIP REVIEW COMMENTS			

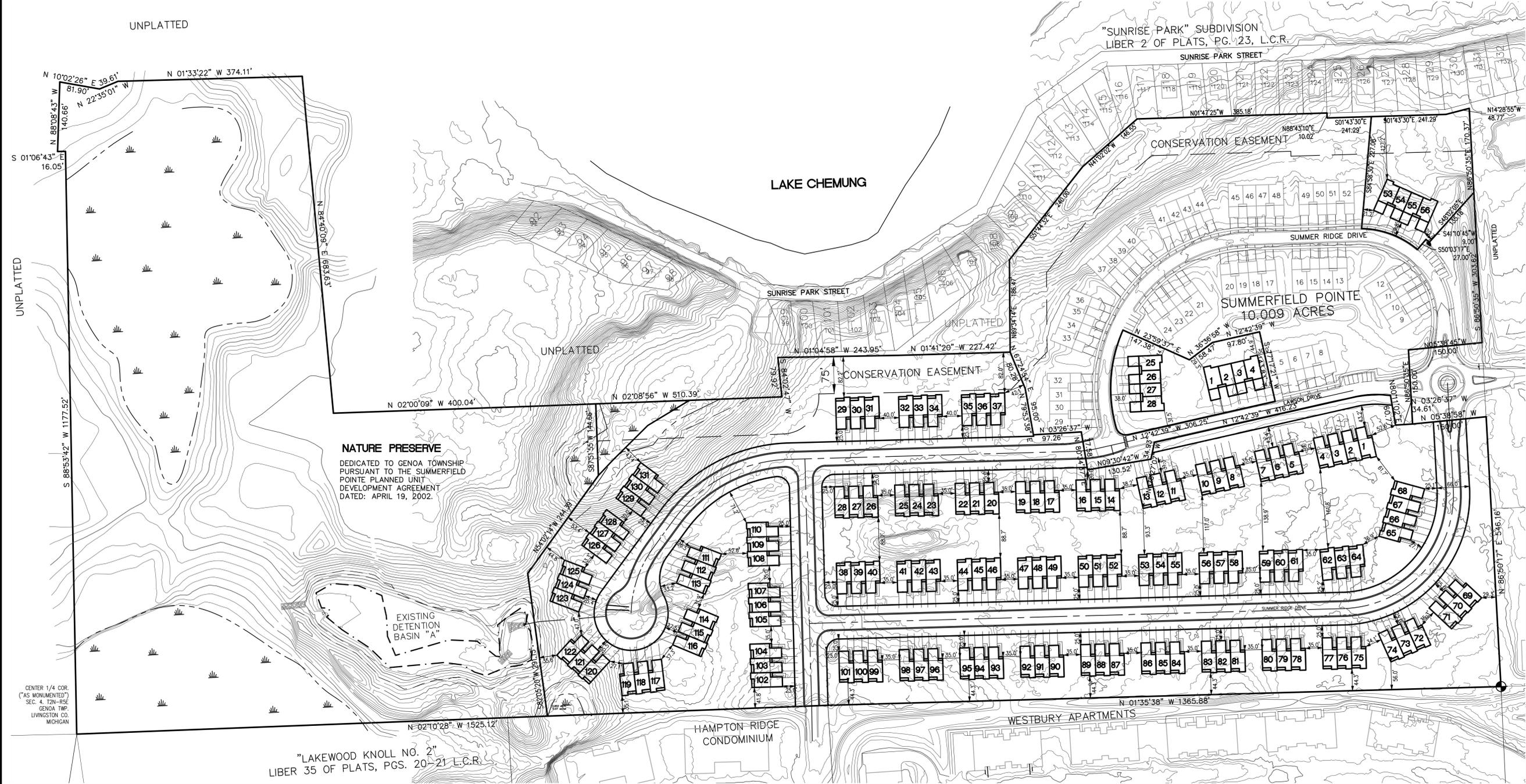
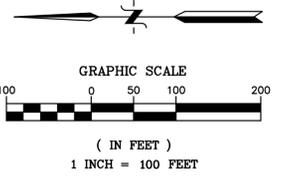
**SUMMERFIELD
POINTE PUD**

**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: MAR. 24, 2025

EX



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.

**SUMMERFIELD
 POINTE PUD**

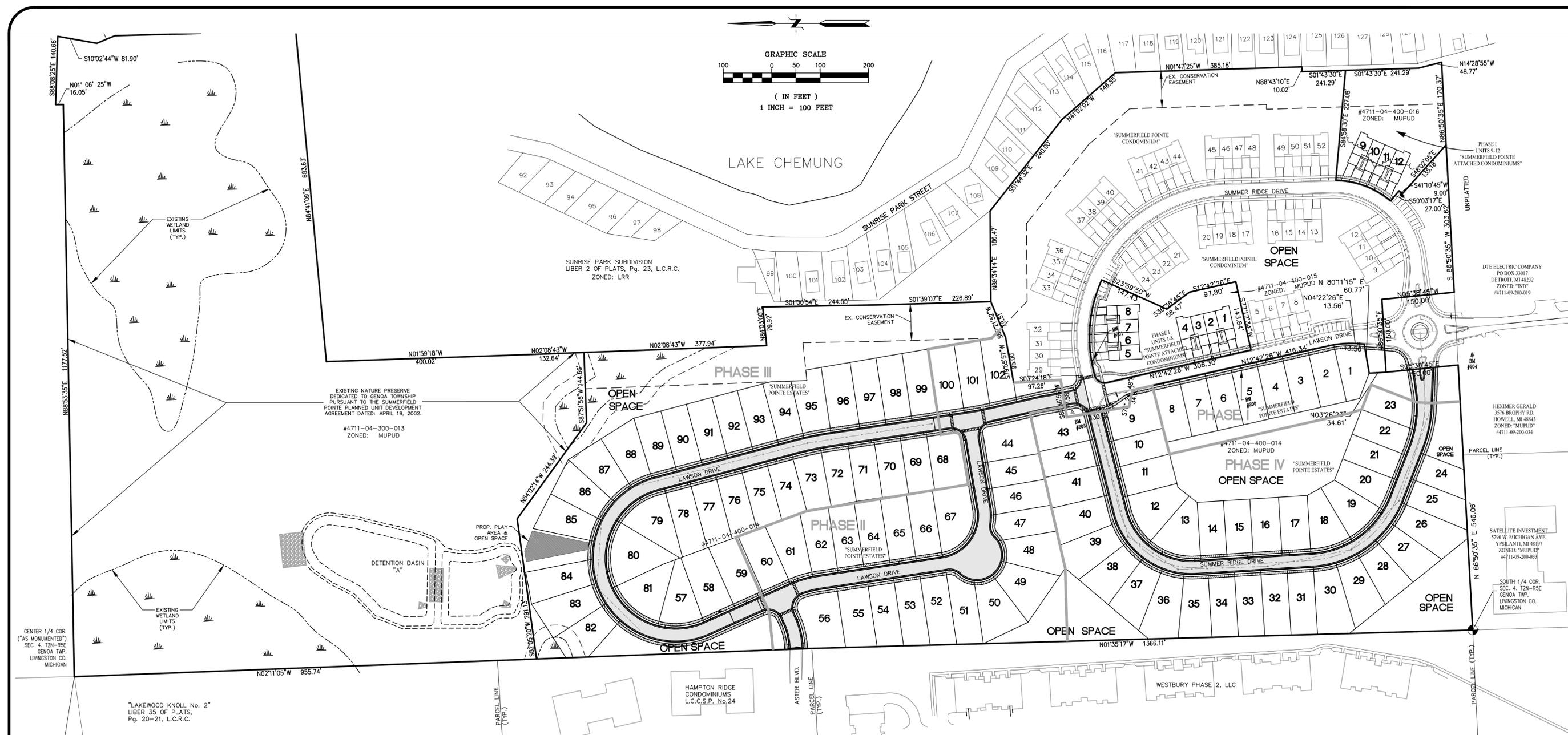
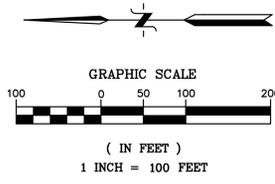
**PARALLEL PLAN
 TOWNHOUSE
 SINGLE FAMILY RESIDENTIAL**

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

CLIENT:	HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MICHIGAN 48382 248-684-1699
SCALE:	1in. = 100ft.
PROJECT No.:	214159
DWG NAME:	4159 B
ISSUED:	FEB. 14, 2025

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

PP



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
Setbacks:		
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.		
Buildings:		
Max. Building Height = 2 Story		
Max. Building Height = 35 ft		
Units with Basement = Yes		
Min. Building Footprint = 1,400 sf		Single Family Homes Attached Condominiums
		6,606 sf
Site Area & Coverage:		
Gross Site Area = 26.30 Ac.		#4711-04-400-014
		1.13 Ac. #4711-04-400-015
		1.21 Ac. #4711-04-400-016
		26.64 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.

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 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 #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)

- 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

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

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

DESIGN/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

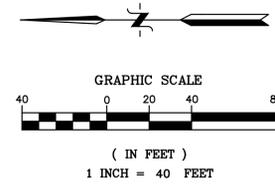
CLIENT: HEALY HOMES AT SUMMERFIELD LLC
 1100 CORPORATE OFFICE DR., STE. 100
 MILFORD, MICHIGAN 48381
 248-684-1699

SCALE: 1in. = 100ft.
 PROJECT No.: 214159
 DWG NAME: 4159 SD
 ISSUED: FEB. 14, 2025

SD

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
- (---) — = 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 CONCRETE DRIVEWAY

BENCHMARKS

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

BENCHMARK #204

SPRIKE 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, 3778 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) ELEVATION = 995.89 (PLATTED)

BENCHMARK #201

CENTRELINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 488 FEET EAST OF LAWSON DRIVE. ELEVATION = 991.29 (NAVD 88) ELEVATION = 992.14 (PLATTED)

BENCHMARK #203

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

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

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

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

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 location and size shall be verified prior to installation".

DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP						

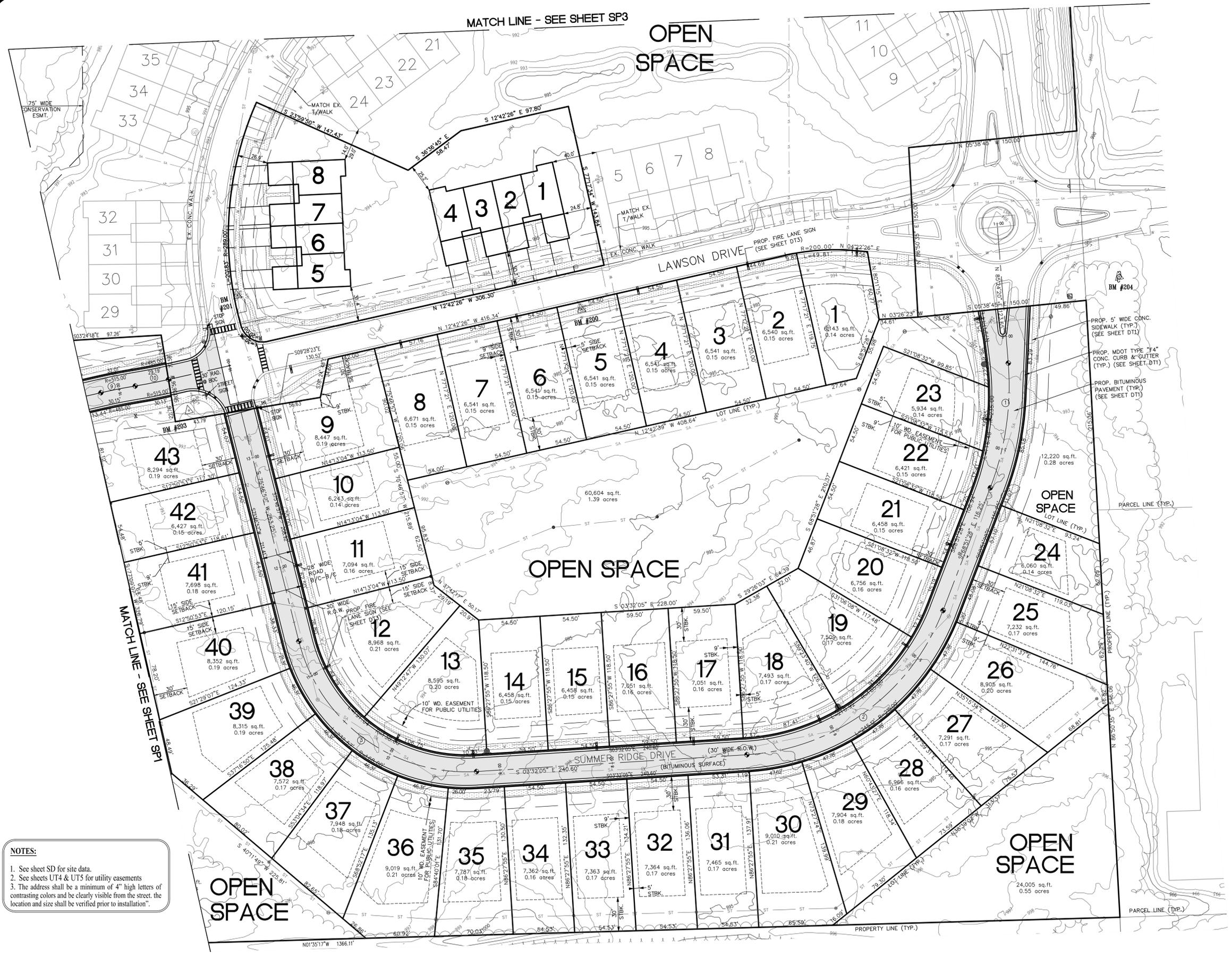
SUMMERFIELD
POINTE PUD

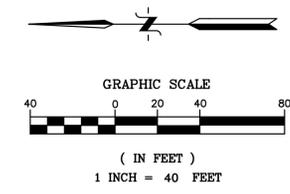
DIMENSIONAL
SITE PLAN (SOUTH)

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 SP2-3
ISSUED: FEB. 14, 2025

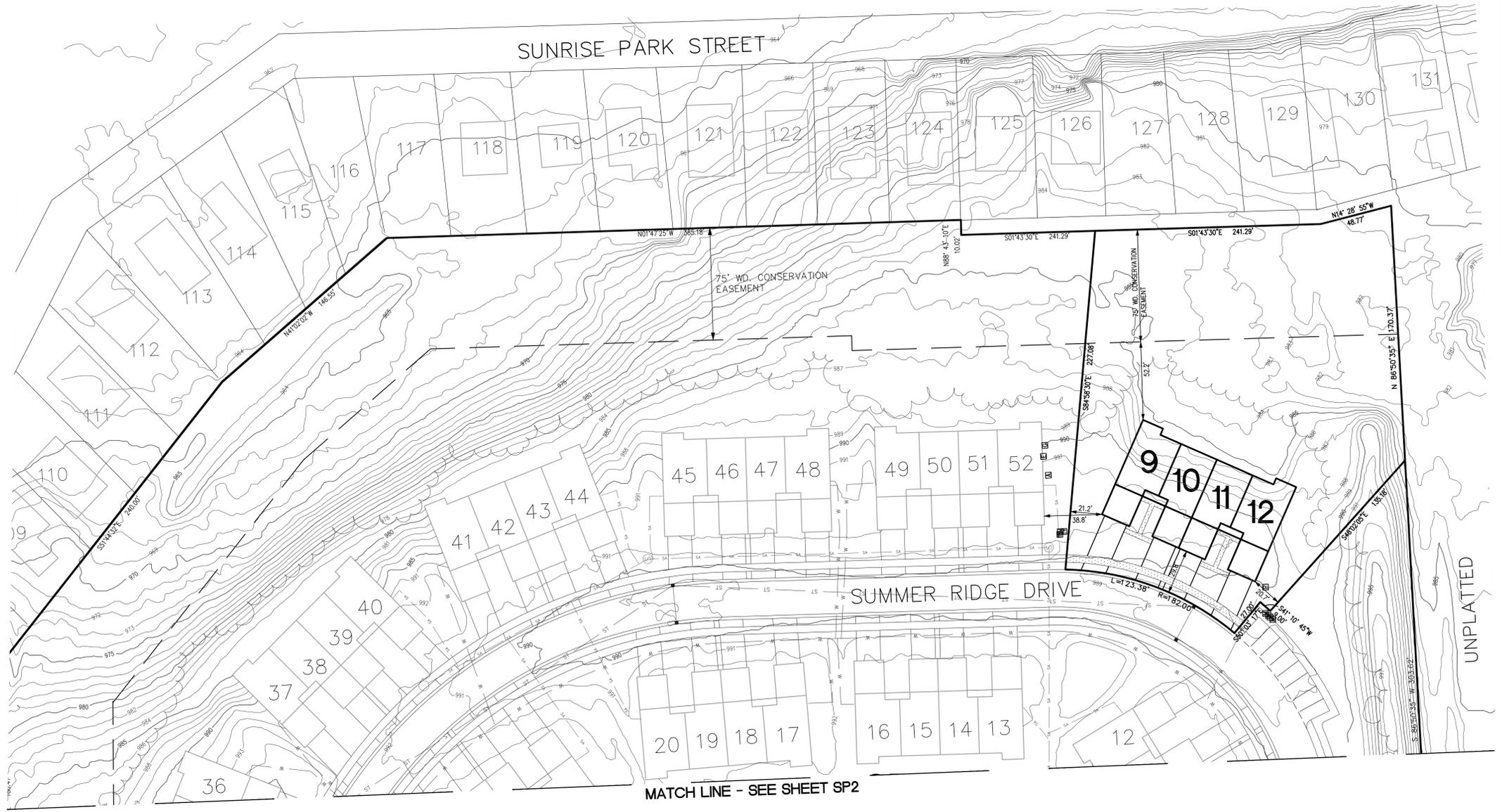
SP2





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 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.

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, 377.5 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, 338 FEET NORTH OF SILVER LEAF DRIVE.
 ELEVATION = 993.88 (NAVD 88)
 ELEVATION = 994.38 (PLATTED)

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".

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

**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

SP3

BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS SPECIFIED ON REPLAN 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.

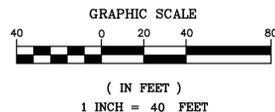
BENCHMARK #201
CENTRELINE OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 484 FEET EAST OF LAWSON DRIVE.
ELEVATION = 991.29 (NAVD 88)
ELEVATION = 991.29 (PLATTED)

BENCHMARK #203
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 338 FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 993.09 (NAVD 88)
ELEVATION = 994.38 (PLATTED)

BENCHMARK #200
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 3772 FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 993.39 (NAVD 88)
ELEVATION = 995.89 (PLATTED)

BENCHMARK #204 (PRIMARY)
SPICE 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)

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



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- = APPROX. WETLAND LINE
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- SA — SA = SANITARY SEWER PIPE
- ST — ST = STORM WATER DRAINAGE PIPE
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- W — W = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- SA — SA = PROPOSED SANITARY SEWER
- W — W = PROPOSED SANITARY MANHOLE
- = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER

STRUCTURE INVENTORY

Structure	Location	Material	Size	Depth	Notes
STORM MANHOLE MH-200	N. 8734.64, E. 3106.66	8" DIA.	4'	RM 889.20	
STORM CATCHBASIN CB-100	N. 8817.21, E. 3157.32	8" DIA.	4'	RM 894.50	
STORM YARD BASIN YB-300	N. 8522.08, E. 3189.54	4' DIA.	4'	RM 984.50	
STORM MANHOLE MH-201	N. 8641.06, E. 3147.28	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-101	N. 8795.25, E. 3155.91	2' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-301	N. 8461.64, E. 3212.47	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-202	N. 8578.85, E. 3168.41	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-102	N. 8743.54, E. 3272.82	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-302	N. 8381.08, E. 3243.05	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-203	N. 8523.51, E. 3043.90	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-110	N. 8388.97, E. 3322.16	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-303	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 987.00	
STORM MANHOLE MH-204	N. 8513.01, E. 3020.13	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-111	N. 8326.94, E. 3404.45	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-304	N. 8168.55, E. 3280.41	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-205	N. 8450.16, E. 3028.36	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-112	N. 8345.67, E. 3536.03	2' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-305	N. 8145.51, E. 3388.52	4' DIA.	4'	RM 987.00	
STORM MANHOLE MH-206	N. 8417.73, E. 2968.82	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-113	N. 8124.76, E. 3573.34	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-306	N. 8853.50, E. 3336.86	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-207	N. 8385.80, E. 2970.80	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-114	N. 8124.76, E. 3573.34	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-307	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-208	N. 8297.02, E. 2973.02	5' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-115	N. 8103.16, E. 3437.85	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-308	N. 8622.43, E. 3454.92	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-209	N. 8252.10, E. 2975.48	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-116	N. 8012.61, E. 2882.83	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-309	N. 8517.06, E. 3482.84	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-210	N. 8122.35, E. 2978.66	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-117	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-310	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-211	N. 8012.61, E. 2882.83	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-118	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-311	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-212	N. 7924.87, E. 3024.08	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-119	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-312	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-213	N. 8012.61, E. 2882.83	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-120	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-313	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-214	N. 8012.61, E. 2882.83	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-121	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-314	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	
STORM MANHOLE MH-215	N. 8012.61, E. 2882.83	4' DIA.	4'	RM 894.50	
STORM CATCHBASIN CB-122	N. 8072.28, E. 3591.62	4' DIA.	4'	RM 894.50	
STORM YARD BASIN YB-315	N. 8275.56, E. 3264.28	4' DIA.	4'	RM 986.00	

UTILITIES STRUCTURE / CASTING SCHEDULE

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

SUMMERFIELD POINTE P.U.D. UTILITIES QUANTITY

Structure	Quantity	Notes
Water Main	3,331 LF.	
8" CL52 D.I. Watermain	80 LF.	
8" Gate Valve w/Well (5' 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	
8" 90° Bend	9 Each	
2" Copper Water Lead	4,668 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	

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

- 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	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS			

SUMMERFIELD POINTE PUD

UTILITY PLAN NORTH

CLIENT: HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE OFFICE DR., STE. 100
MILFORD, MICHIGAN 48381
248-684-1699

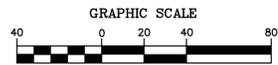
SCALE: 1in. = 40ft.

PROJECT No.: 214159
DWG NAME: 4159 UT
ISSUED: MAR. 24, 2025

UT1

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

MATCH LINE - SEE SHEET UT3



LEGEND

- PROPERTY LINE
EX. EDGE OF PAVEMENT
EX. EASEMENT LINE
APPROX. WETLAND LINE
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
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

STRUCTURE INVENTORY

Table listing structure details including Storm Catch Basins, Storm Manholes, Storm Yards, and Storm Catch Basins with their respective dimensions, materials, and elevations.

SUMMERFIELD POINTE P.U.D. UTILITIES QUANTITY

Table showing utility quantities for items such as 6" CL52 D.I. Watermain, 8" Gate Valve, Hydrant, and various manhole types.

811 logo with text 'Know what's below. Call before you dig.' and contact information for DESIGNE INC. including phone number (810) 227-9533 and address in Brighton, Michigan.

BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON RE-PLAT No. 2 OF "SUMMERFIELD POINTE" LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 236. 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)
BENCHMARK #200 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 374.5 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, 486 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 = 993.88 (NAVD 88) ELEVATION = 994.38 (PLATTED)

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 table with columns for Structure, Diameter (ft.), and Casting Type. Lists storm sewer structures (Manholes, Curb Catch Basin, Yard Basin, Roof Drain) and sanitary sewer structures (Manholes, Cleanout).

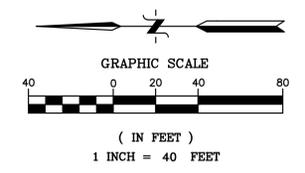
REVISION table with columns for REVISION #, DATE, and REVISION-DESCRIPTION. Shows two revisions related to township review comments and L.C.D.C. review comments.

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: MAR. 24, 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)
- SA — SA = SANITARY SEWER PIPE
- ST — ST = SANITARY SEWER MANHOLE W/IDENTIFIER
- ST — ST = STORM WATER DRAINAGE PIPE
- ST — ST = STORM WATER MANHOLE W/IDENTIFIER
- ST — ST = FLARED END SECTION
- W — W = WATER MAIN
- W — W = HYDRANT
- W — W = WATER SHUT OFF
- W — W = WATER VALVE
- W — W = WATER VALVE BOX
- W — W = U/G GAS
- W — W = GAS SHUT OFF
- W — W = 1' CONTOUR
- W — W = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- SA — SA = PROPOSED SANITARY SEWER
- W — W = PROPOSED SANITARY MANHOLE
- W — W = PROPOSED WATER MAIN
- W — W = PROPOSED HYDRANT
- W — W = PROPOSED WATER VALVE
- ST — ST = PROPOSED STORM SEWER
- ST — ST = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER

BENCHMARKS

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

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, 338 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 993.88 (NAVD 88) ELEVATION = 994.38 (PLATTED)

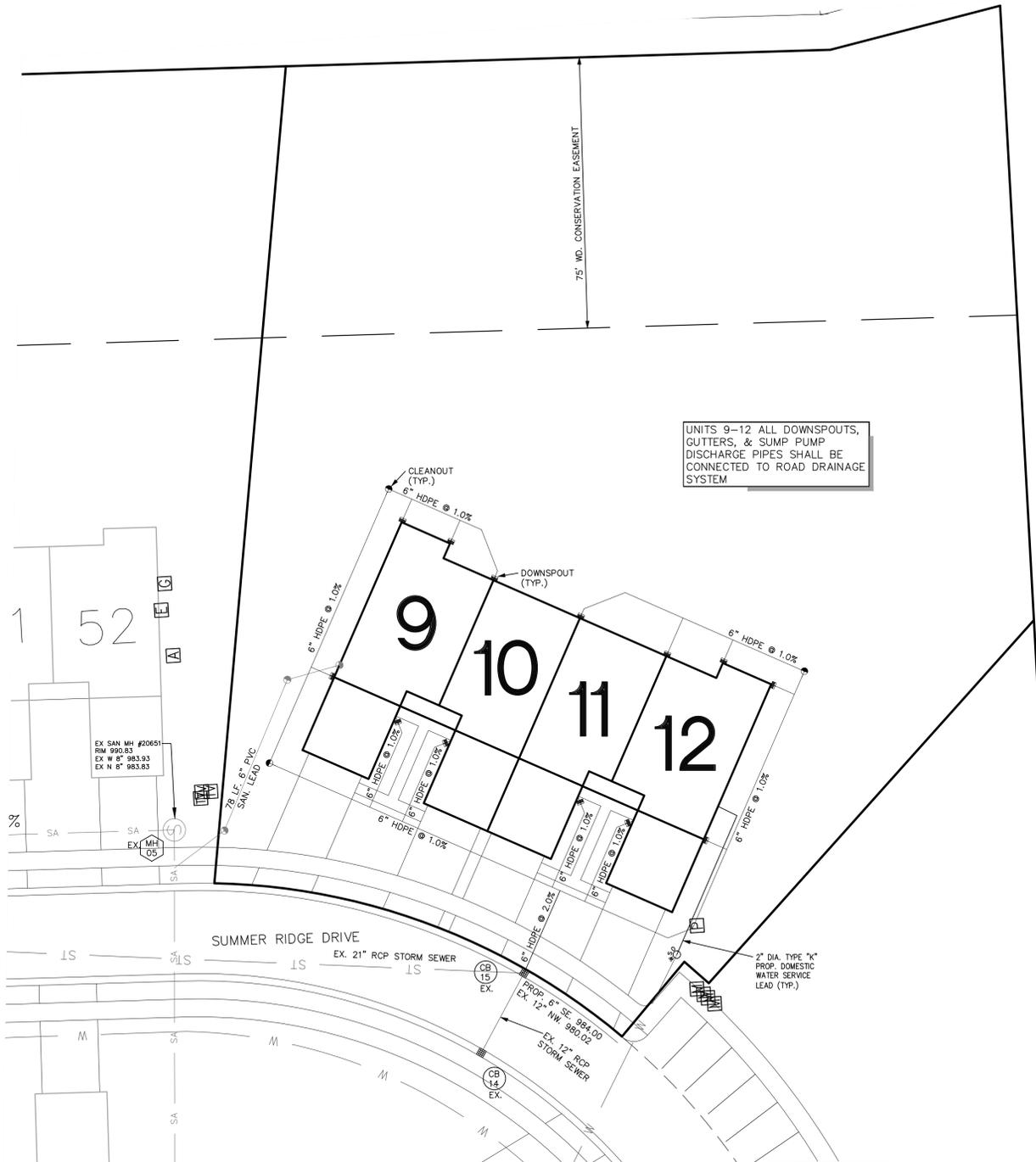
BENCHMARK #204 (PRIMARY)
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE." ELEVATION = 993.43 (NAVD 88) ELEVATION = 993.93 (PLATTED)

BENCHMARK #200
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 377 1/2 FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.39 (NAVD 88) ELEVATION = 995.89 (PLATTED)

BENCHMARK #201

STRUCTURE INVENTORY

- 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
- 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
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



UNITS 9-12 ALL DOWNSPOUTS, GUTTERS, & SUMP PUMP DISCHARGE PIPES SHALL BE CONNECTED TO ROAD DRAINAGE SYSTEM

- NOTES:**
1. See sheets UT4 & UT5 for proposed utility easement plan.
 2. See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
 3. A permit from MHOG 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	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS			

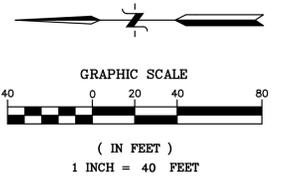
SUMMERFIELD
POINTE PUD

UTILITY PLAN
EAST

CLIENT:
HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE OFFICE DR., STE. 100
MILFORD, MICHIGAN 48381
248-684-1699

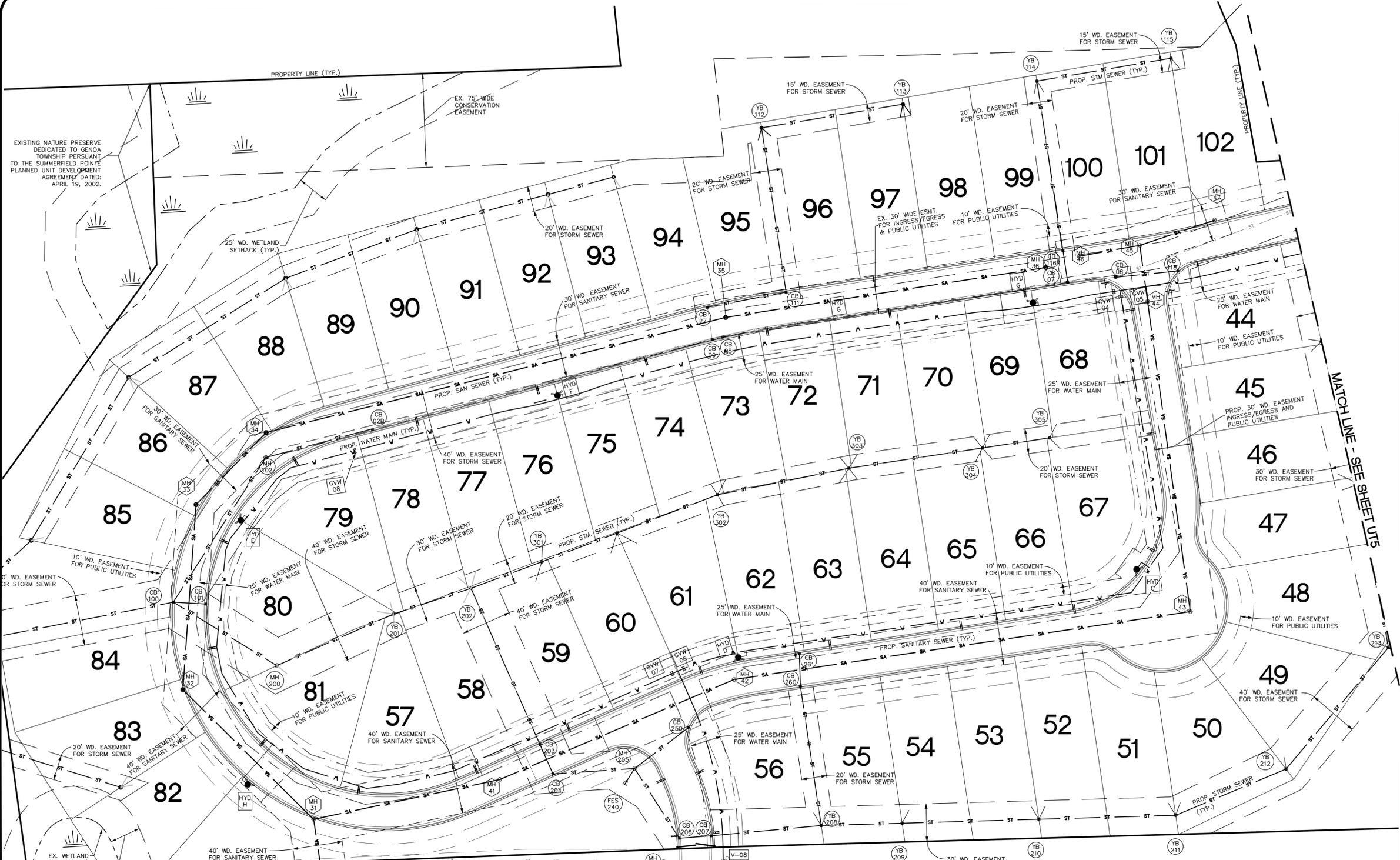
SCALE: 1in. = 40ft.
PROJECT No.: 214159
DWG NAME: 4159 UT
ISSUED: MAR. 24, 2025

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)
- = 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

- 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:

1. See sheets UT6, UT7 & UT8 for control structure, detention basin, storm sewer, & sanitary sewer calculations.
2. A permit from MHO is required for sanitary & water main connections.

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

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

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS			

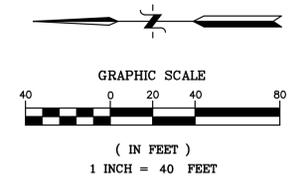
**SUMMERFIELD
POINTE PUD**

**UTILITY EASEMENT PLAN
NORTH**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE OFFICE DR., STE. 100
MILFORD, MICHIGAN 48381
248-684-1699

SCALE: 1 in. = 40 ft.
PROJECT No.: 214159
DWG NAME: 4159_UT4-5
ISSUED: MAR. 24, 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)
	= 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 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 RE-PLAT No. 2 OF "SUMMERFIELD POINTE," LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "U.S.C.S." NO DATUM SPECIFIED. SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATTED ELEVATION.

BENCHMARK #201
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 = 993.88 (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)

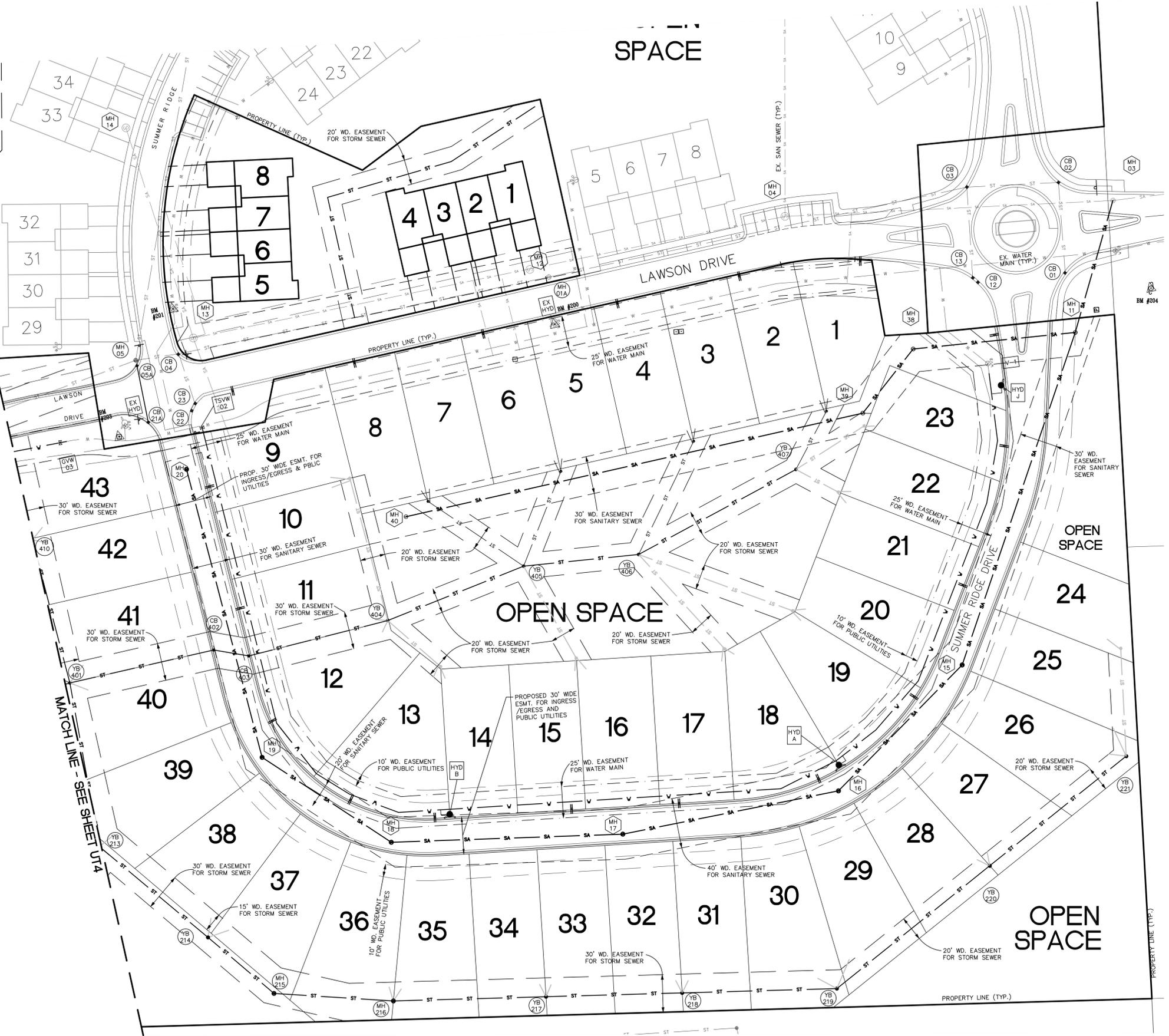
BENCHMARK #200
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37± FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 995.39 (NAVD 88)
ELEVATION = 995.89 (PLATTED)

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.

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 be 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	5
41	Left	9	5
42	Left	9	5
43	Left	9	5
44	Right facing South	5	30



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 EASEMENT PLAN
SOUTH**

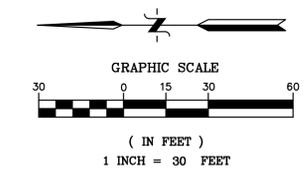
CLIENT: HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE OFFICE DR., STE. 100
MILFORD, MICHIGAN 48381
248-684-1699

SCALE: 1in. = 40ft.
PROJECT No.: 214159
DWG NAME: 4159 UT4-5
ISSUED: FEB. 14, 2025

UT5

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

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



**SUMMERFIELD POINTE PUD
SOILS DATA**

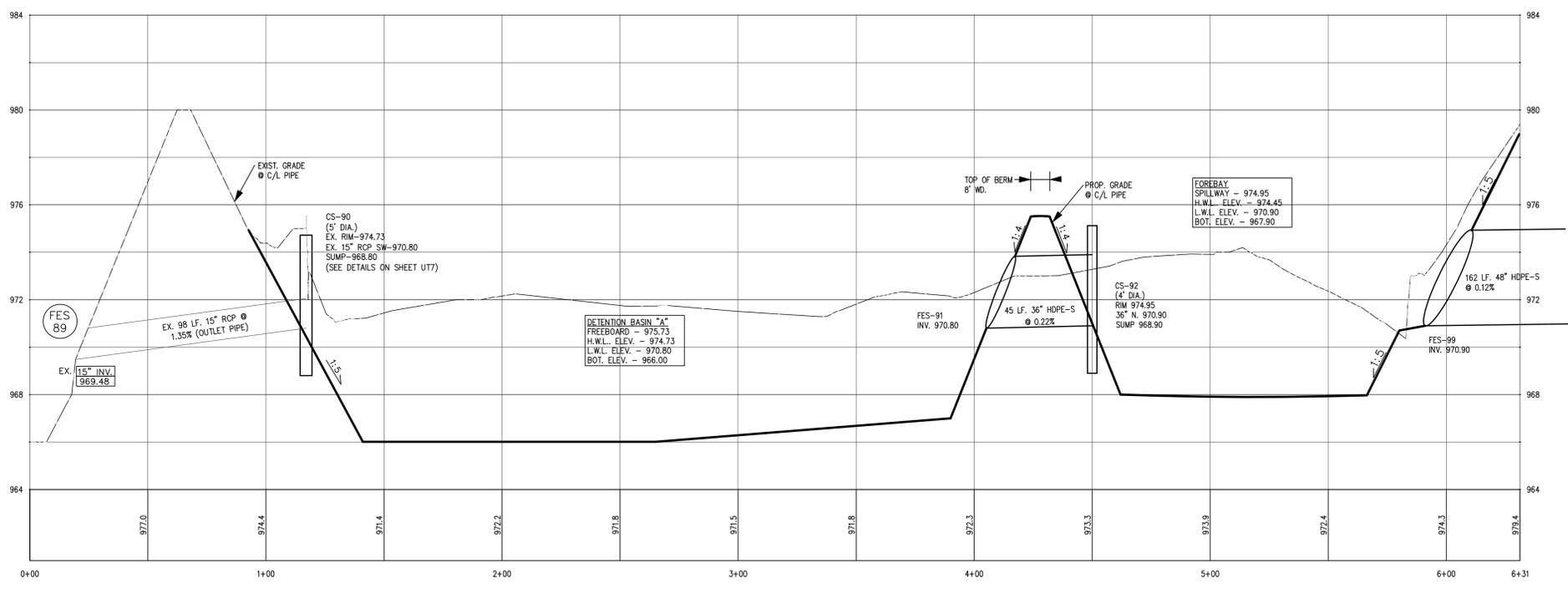
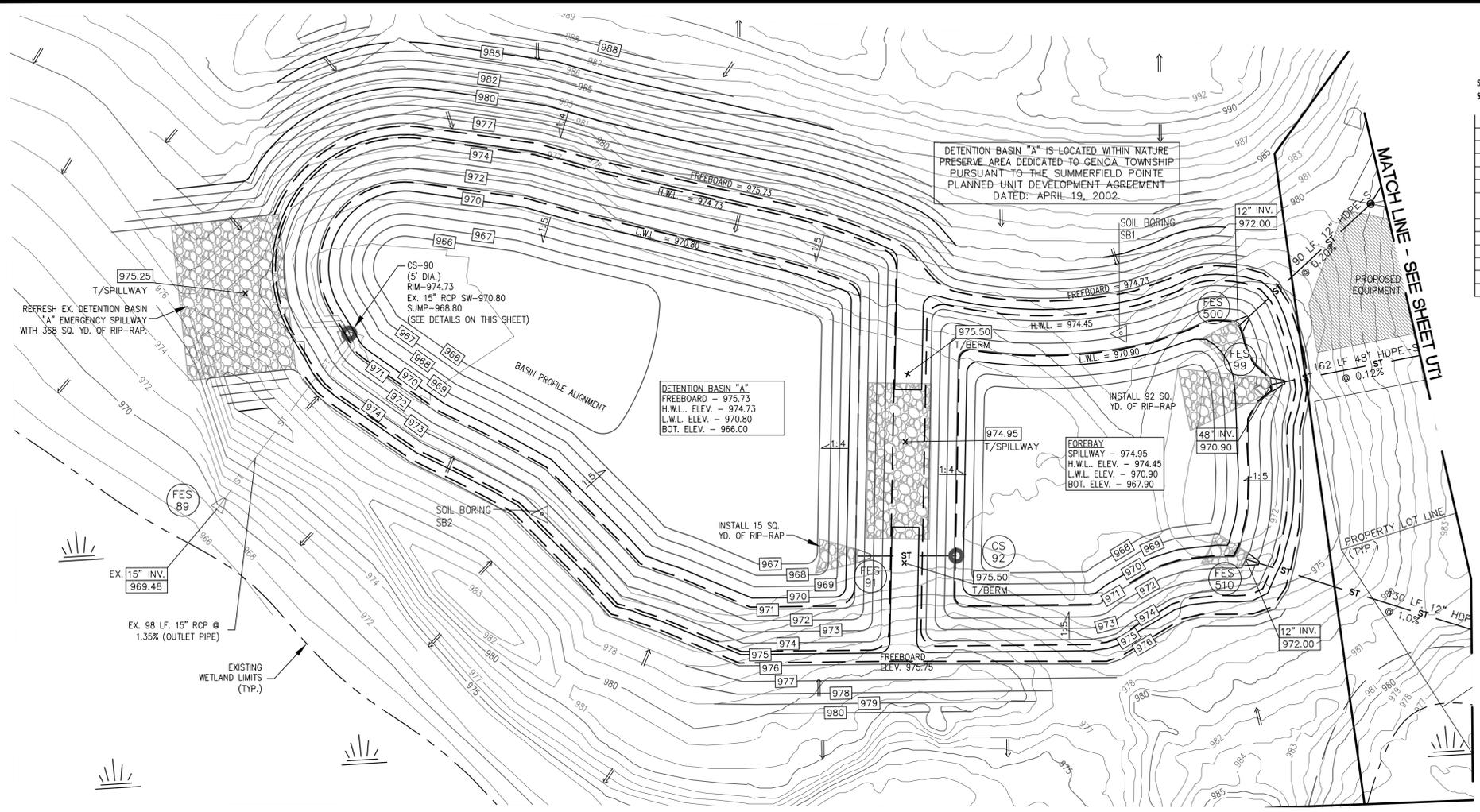
#	ELEV.	DEPTH	SOILS
SB-1	976.5	0' - 0.5'	TOPSOIL
	976.0	0.5' - 10'	SANDY CLAY LOAM
	966.5	10' - 13'+	FINE TO MEDIUM BROWN SAND
	963.5		End of excavation NO WATER ENCOUNTERED
SB-2	974.0	0' - 0.5'	TOPSOIL
	973.5	0.5' - 4'	FINE TO MEDIUM BROWN SAND
	970.0	4' - 8'	SANDY CLAY LOAM
	966.0	8' - 13'+	FINE TO MEDIUM BROWN SAND
	961.0		End of excavation NO WATER ENCOUNTERED

LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- - - = APPROX. WETLAND LINE
- (O) — = UTILITY POLE W/GUY WIRE
- (PH) — = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- (C/V) — = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- (EL) — = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- SA — SA = SANITARY SEWER PIPE
- ST — ST = SANITARY SEWER MANHOLE W/IDENTIFIER
- ST — ST = STORM WATER DRAINAGE PIPE
- ST — ST = STORM WATER MANHOLE W/IDENTIFIER
- ST — ST = CATCH BASIN W/IDENTIFIER
- W — W = FLARED END SECTION
- W — W = WATER MAIN
- W — W = HYDRANT
- W — W = WATER SHUT OFF
- W — W = WATER VALVE
- W — W = WATER VALVE BOX
- GAS — GAS = U/G GAS
- GAS — GAS = GAS SHUT OFF
- 000 — 000 = 1' CONTOUR
- 000 — 000 = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- SA — SA = PROPOSED SANITARY SEWER
- (S) — = PROPOSED SANITARY MANHOLE
- (W) — = PROPOSED WATER MAIN
- (H) — = PROPOSED HYDRANT
- (V) — = PROPOSED WATER VALVE
- (ST) — (ST) = PROPOSED STORM SEWER
- (S) — (S) = PROPOSED STORM STRUCTURES
- (C) — (C) = PROPOSED CURB AND GUTTER

BASIN 'A' DETAIL
SCALE: 1in. = 30ft.

- NOTES:**
- See sheets UT4 & UT5 for proposed utility easement plan.
 - A permit from MHOG is required for sanitary & water main connections.



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 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 = 993.88 (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, 377± FEET NORTH OF SILVER LEAF DRIVE. ELEVATION = 995.59 (NAVD 88) ELEVATION = 995.99 (PLATTED)

BASIN 'A' CROSS SECTION
SCALE: HORIZ. 1in. = 30ft. VERT. 1in. = 3ft.

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

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

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

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS			

**SUMMERFIELD
POINTE PUD**

**DETENTION BASIN "A"
CALCULATIONS, NOTES
& DETAILS**

CLIENT:
HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE OFFICE DR., STE. 100
MILFORD, MICHIGAN 48381
248-684-1699

SCALE: 1in. = 30ft.
PROJECT No.: 214159
DWG NAME: 4159 UT
ISSUED: MAR. 24, 2025

UT6

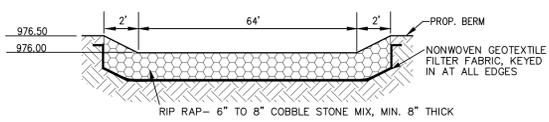
**SUMMERFIELD POINTE ESTATES PUD
DETENTION BASIN OVERFLOW SPILLWAY CALCULATION**

Where
 C = 0.52
 A = 34.48 Ac
 L = 4.15 m (100 ft intensity)
 C₁ = 75.36 cfs
 H = 3.5 ft (Spillway Height)
 L₁ = 64 ft (Required Minimum Spillway cross section width)

Therefore
 L₁ = 64 ft

Spillway Velocity Check: V_s = 1.56 fps
 Spillway L = 65.00 ft
 Spillway H = 0.50 ft
 Side Slope Width = 2.00 ft
 Spillway Area = 33.50 sq ft
 Spillway Velocity = 2.25 fps

An overall spillway width of **68 ft** is being proposed for construction.



EMERGENCY SPILLWAY ELEVATION
NOT TO SCALE

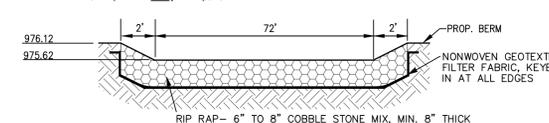
SEDIMENT BASIN SPILLWAY CALCULATION

Where
 C = 0.52
 A = 34.48 Ac
 L = 4.69 m (10 ft intensity)
 C₁ = 84.41 cfs
 H = 0.50 ft (Spillway Height)
 L₁ = 72 ft (Required Minimum Spillway cross section width)

Therefore
 L₁ = 72 ft

Spillway Velocity Check: V_s = 5.80 fps
 Spillway L = 49.00 ft
 Spillway H = 0.50 ft
 Side Slope Width = 2.00 ft
 Spillway Area = 25.50 sq ft
 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_i = **65,282 cf**

100 Year Storm Inlet Rate calculation:
 T = 24.1 (from storm sewer calculations)
 Q₁₀₀ = **88.58 cfs**

100 Year Storm Outlet Rate calculation:
 Allowed Outlet Rate is lesser of Q₁₀₀ or restricted release rate for the drain
 County Drain Restricted Rate (0.15 cfs/acre) = **5.17 cfs**
 Variable Release Rate = Q₁₀₀ = **12.97 cfs**
 ALLOWABLE 100 YEAR OUTLET RATE = Q₁₀₀ = **5.17 cfs**

100 Year Required Storm Detention Volume calculation:
 Storage Curve Factor = R = **0.63**
 100 Year Storage Volume In = V₁₀₀ = **341,426.24 cf**
 Calculated 100 Year Storage Volume = V₁₀₀ = **215,816 cf**
 REQUIRED VOLUME: V₁₀₀ > V₁₀₀ = **215,816 cf**

Extended Detention Discharge Rate: V₁₀₀/7200 = **0.716 cfs**

**SUMMERFIELD POINTE ESTATES PUD
PROPOSED FOREBAY VOLUME**

POND DEPTH (FT)	ELEV.	DETENTION CONTOUR AREA (SF)	DETENTION BASIN VOLUME (CF)
1.1	967.50	0	0
2.1	970.00	13,942	0
3.0	970.50	14,142	1,400
3.1	971.00	15,507	15,736
4.1	972.00	18,564	34,472
6.1	974.00	21,668	54,187
7.1	975.00	24,537	77,874

Forebay Storage Elevation Calculation:

ELEV.	VOLUME	VOLUME REQ.	ELEVATION
Lower	974.00	54,787	95,292
Higher	975.00	77,874	974.45

PROPOSED CHANNEL PROTECTION VOLUME

POND DEPTH (FT)	ELEV.	DETENTION CONTOUR AREA (SF)	DETENTION BASIN VOLUME (CF)
1.0	968.00	20,282	18,785
2.0	969.00	23,323	40,549
3.0	970.00	26,520	85,454
4.0	971.00	29,871	139,633
5.0	972.00	33,375	205,240
6.0	973.00	37,037	283,431
7.0	974.00	40,852	374,300
8.0	975.00	44,821	478,961

Channel Protection Storage Elevation Calculation:

ELEV.	VOLUME	VOLUME REQ.	ELEVATION
Lower	970.00	85,454	84,866
Higher	971.00	139,633	970.69

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	14,182	2,788	8,592
1.2	972.00	33,375	37,510	16,507	18,118	55,629
2.2	973.00	37,037	77,031	18,994	35,954	109,985
3.2	974.00	40,852	111,630	21,666	56,172	167,802
4.2	975.00	44,821	154,451	24,537	78,296	233,707

100 Yr. Detention Storage Elevation Calculation:

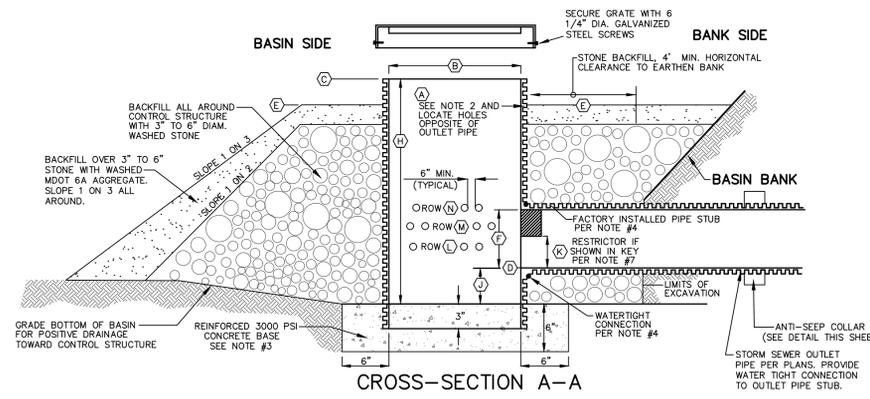
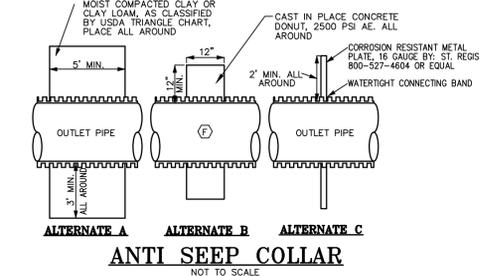
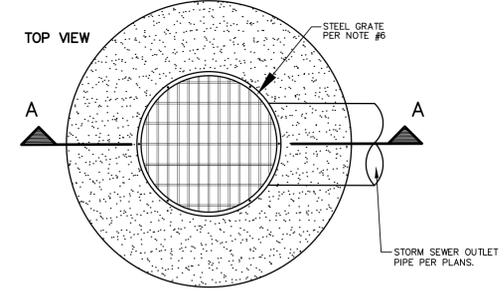
ELEV.	VOLUME	VOLUME REQ.	ELEVATION
Lower	974.00	167,802	215,816
Higher	975.00	233,707	974.73

Extended Detention Storage Elevation Calculation:

ELEV.	VOLUME	VOLUME REQ.	ELEVATION
Lower	973.00	108,555	124,036
Higher	974.00	167,802	973.26

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



CONTROL STRUCTURE DETAIL (CS400)
NOT TO SCALE

**SUMMERFIELD POINTE ESTATES PUD
CONTROL STRUCTURE CALCULATIONS**

Tributary Area: A = 34.48 Acres
 Compound Runoff Coefficient: C = 0.52
 Orifice Flow Coefficient: C_d = 0.60
 Allowable Outflow Rate: Q_a = 5.17 CFS

100 Year Detention Volume = V₁₀₀ = 215,816 CF
 Extended Detention Volume = V_{ed} = 130,036 CF
 Channel Protection Volume = V_{cp} = 84,866 CF

Channel Protection Elevation: X_{cp} = 970.80
 Extended Detention Elevation: X_{ed} = 973.26
 100 Year Storage Elevation: X₁₀₀ = 974.73

Extended Detention
 Q_{ed} = V_{ed} / (1.48 hrs) * (1 / 3600 sec) = 0.7178 CFS
 H_{ed} = X_{ed} - X_{cp} = 2.46 FT
 A_{ed} = Q_{ed} / (C_d * SQRT(2 * 32.2 * H_{ed})) = 0.0950 SF
 D = Orifice Diameter = 1.500 inch dia
 N_{ed} = A_{ed} / D = 7.7 Orifices

Use N_{ed} = 8 Orifices at Centerline Elevation = 970.66
 Approx. Extended Detention Discharge Duration = 46.46 hours

100 Year Detention Storage
 Q₁₀₀ = V₁₀₀ / (24 hrs) * (1 / 3600 sec) * SQRT(2 * 32.2 * (X₁₀₀ - X_{cp})) = 0.5969 CFS
 H₁₀₀ = X₁₀₀ - X_{cp} = 4.47 FT
 A₁₀₀ = Q₁₀₀ / (C_d * SQRT(2 * 32.2 * H₁₀₀)) = 0.2615 SF
 D = Orifice Diameter = 2.500 inch dia
 N₁₀₀ = A₁₀₀ / D = 21.30 Orifices

Use N₁₀₀ = 21 Orifices at Centerline Elevation = 973.37
 N₁₀₀ * A₁₀₀ = 0.7159 SF
 Q₁₀₀ = Q_{ed} + (N₁₀₀ * A₁₀₀ * SQRT(2 * 32.2 * H₁₀₀)) = 5.11 CFS

**SUMMERFIELD POINTE ESTATES PUD
FOREBAY CONTROL STRUCTURE CALCULATIONS**

Tributary Area: A = 34.48 Acres
 Compound Runoff Coefficient: C = 0.52
 Orifice Flow Coefficient: C_d = 0.60
 Allowable Outflow Rate: Q_a = 0.72 CFS

Forebay Storage Volume = V_f = 65,282 CF
 Low Water Level: L_{WL} = 970.90
 Forebay Storage Elevation: X_f = 974.45

Forebay Outlet Control
 Q_f = V_f / (1.24 hrs) * (1 / 3600 sec) = 0.7556 CFS
 H_f = X_f - L_{WL} = 3.49 FT
 A_f = Q_f / (C_d * SQRT(2 * 32.2 * H_f)) = 0.0858 SF
 D = Orifice Diameter = 1.500 inch dia
 N_f = A_f / D = 6.8 Orifices

Use N_f = 7 Orifices at Centerline Elevation = 970.96

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 bituminastic 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.

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

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

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS
CHECK: WMP			

REVISION #	DATE	REVISION-DESCRIPTION

**SUMMERFIELD
POINTE PUD**

**DETENTION BASIN "A"
CALCULATIONS, 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 UT
ISSUED: FEB. 14, 2025

UT7

Project: Summerfield Pointe PUD
 Location: Genoa Township, Livingston County, MI.
 Design Criteria: 10 year event (I = 175h + 25)

From MH / ELEV. / CB#	To MH / ELEV. / CB#	Material	Area Acres	Area Sq. Eas.	Total Area CA	T Min.	I Per Hour	Q (C.F.S.)	Dia. of pipe inch	Slope %	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	Upper end	Lower end	Invert Elev. Upper end	Lower end	
= EXISTING STORM SEWER																					
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	3.33	2.38	15	0.38	0.14	73	3.26	0.4	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	0.50	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	244	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	992.50	984.80	982.62
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	982.90	991.40	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	988.52	988.52	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	0.60	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	990.92	990.92	985.29	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	15.88	27	0.52	0.68	264	6.43	0.7	22.33	980.87	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	989.80	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	28.60	30	0.49	0.49	280	5.85	0.8	26.70	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	988.34	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	31.88	36	0.24	0.23	282	4.67	1.0	32.98	976.14	988.02	989.14	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	988.50	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	987.50	985.00	982.08	980.54
505	504	HDPE-S	0.06	0.80	0.05	0.12	15.1	4.36	0.52	12	2.80	0.01	109	9.86	0.2	7.75	974.40	987.00	977.00	976.44	973.39
504	503	HDPE-S	0.08	0.80	0.05	0.17	15.3	4.34	0.73	12	0.20	0.02	112	2.84	0.7	2.07	974.09	985.00	977.00	973.29	973.06
503	502	HDPE-S	0.06	0.80	0.05	0.17	15.3	4.34	0.73	12	0.20	0.02	112	2.84	0.7	2.07	974.09	985.00	977.00	973.29	973.06
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	992.20	992.20	986.80	986.37
406	405	HDPE-S	0.62	0.38	0.24	0.72	15.6	4.31	3.12	18	0.60	0.05	93	5.98	0.2	10.57	987.26				

EXISTING UTILITY STRUCTURE INVENTORY

PROPOSED UTILITY STRUCTURE INVENTORY

SANITARY SEWER MANHOLE #01
RIM 986.49
NORTH 6" SDR 978.69
SOUTH 6" SDR 978.64

SANITARY SEWER MANHOLE # 02
EXIST. RIM 984.51
PROP. RIM 986.00
NORTH 6" SDR 976.91
SOUTH 6" SDR 976.81

SANITARY SEWER MANHOLE #03
EXIST. RIM 985.52
NORTH 8" SDR 975.77
NORTHWEST 8" SDR 974.67
SOUTHEAST 8" SDR 974.72

YARD BASIN #04
EXIST. RIM 983.87
PROP. RIM 985.00
NORTHWEST 24" RCP 980.24
SOUTHEAST 24" RCP 980.37

SANITARY SEWER MANHOLE #05
RIM 988.79
NORTHWEST 8" PVC 976.19
SOUTHEAST 8" PVC 975.99

CATCH BASIN #06
RIM 992.07
NORTH 24" RCP 987.47
NORTHWEST 24" RCP 987.37
SOUTHEAST 24" RCP 987.17

SANITARY SEWER MANHOLE #07
RIM 992.21
NORTH 6" PVC 985.31
NORTHWEST 8" PVC 978.56
SOUTHEAST 8" PVC 978.61

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

CATCH BASIN #09
RIM 988.13
NORTHWEST 12" RCP 984.53
EAST 15" RCP 984.43

CATCH BASIN #10
RIM 987.50
SOUTHEAST 12" RCP 985.90

END SECTION #11
12" RCP 983.80

CATCH BASIN #12
RIM 988.75
NORTHWEST 24" RCP 984.25
SOUTHEAST 24" RCP 984.15

STORM MANHOLE #13
RIM 987.45
NORTH 12" RCP 983.20
NORTHWEST 24" RCP 982.00
SOUTHEAST 24" RCP 981.85

CATCH BASIN #14
RIM 985.24
NORTHWEST 24" RCP 981.14
SOUTHEAST 24" RCP 980.89
(REPLACE CASTING)

END SECTION #15 (TO BE REMOVED)
24" RCP 980.11

INLET #16 (TO BE REMOVED)
12" CMP 979.06

END SECTION #17
12" CMP 978.40

INLET #18
12" RCP 977.46

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
NOTED: EXISTING NORTH 12" RCP RESTRICTED BY TWO (2) ORIFICES LOCATED IN CONCRETE CROUT.

STORM MANHOLE #20
RIM 977.66
SOUTHWEST 6" CPP 975.51
NORTHWEST 18" RCP 974.81
SOUTHEAST 18" RCP 974.51

CATCH BASIN #21
RIM 980.52
NORTH 6" CPP 977.97
SOUTHEAST 12" RCP 976.17

INLET #22
15" CMP 984.95

OUTLET #23
15" CMP 984.83

INLET #24
18" RCP 985.99

INLET #25
12" CMP 985.49

OUTLET #26
12" CMP 985.31

INLET #27
12" CMP 984.74

OUTLET #28
12" CMP 984.35

INLET #29
12" CMP 985.60

OUTLET #30
12" CMP 985.39

OUTLET #31
15" CMP 985.24

INLET #32
15" CMP 985.54

OUTLET #33
15" CMP 985.52

INLET #34
15" CMP 985.73

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 974.83

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
SUMP 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 991.12
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
SUMP 972.34

STORM CATCHBASIN CB-110
N. 8388.97, E. 3392.16
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 989.80
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

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 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
SUMP 972.34

STORM CATCHBASIN CB-110
N. 8523.57, E. 3043.90
5" DIA.
RIM 986.06
36" SW. 975.90
36" NE. 974.65
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. 8012.61, E. 2982.83
4" DIA.
RIM 991.80
24" SE. 979.71
12" W. 980.79
SUMP 977.61

STORM YARD BASIN YB-212
N. 7924.87, E. 3024.08
4" DIA.
RIM 989.10
RIM 994.50
24" SE. 980.14
24" NW. 980.04
SUMP 978.04

STORM YARD BASIN YB-213
N. 7842.66, E. 3121.16
4" DIA.
RIM 992.50
18" SW. 985.00
24" E. 980.70
24" NW. 980.60
SUMP 978.60

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-215
N. 7702.91, E. 3004.17
4" DIA.
RIM 996.80
12" S. 986.16
12" NE. 986.06

STORM MANHOLE MH-216
N. 7607.27, E. 2998.17
4" DIA.
RIM 997.00
12" S. 986.79
12" N. 986.69

STORM YARD BASIN YB-217
N. 7485.08, E. 3001.56
4" DIA.
RIM 993.50
12" S. 987.56
SUMP 985.46

STORM YARD BASIN YB-218
N. 7376.06, E. 3004.59
4" DIA.
RIM 995.00
12" S. 988.26
12" N. 988.16
SUMP 986.16

STORM YARD BASIN YB-219
N. 7252.19, E. 3008.04
4" DIA.
RIM 995.00
12" SE. 988.79
12" N. 988.69
SUMP 986.69

STORM YARD BASIN YB-220
N. 7129.79, E. 3105.92
4" DIA.
RIM 995.00
12" SE. 989.44
12" NW. 989.34
SUMP 987.34

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-304
N. 8168.55, E. 3280.41
4" DIA.
RIM 986.50
12" S. 981.91
12" N. 981.81
SUMP 979.81

STORM YARD BASIN YB-305
N. 8114.51, E. 3288.52
2" DIA.
RIM 987.50
12" N. 982.46
SUMP 980.46

STORM MANHOLE MH-259
N. 8307.62, E. 3044.31
4" DIA.
RIM 988.20
12" E. 983.19
12" W. 980.79

STORM CATCHBASIN 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. 7560.96 E. 3667.10
4" DIA.
RIM 992.50
12" S. 987.97
12" N. 987.87
SUMP 985.87

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. 8168.55, E. 3280.41
4" DIA.
RIM 986.50
12" S. 981.91
12" N. 981.81
SUMP 979.81

STORM YARD BASIN YB-305
N. 8114.51, E. 3288.52
2" DIA.
RIM 987.50
12" N. 982.46
SUMP 980.46

STORM YARD BASIN YB-401
N. 7867.25, E. 3256.52
4" DIA.
RIM 992.20
12" E. 986.46
24" S. 981.81
24" W. 981.71
SUMP 979.71

STORM MANHOLE MH-501
N. 8931.74, E. 3206.62
4" DIA.
RIM 981.00
12" SE. 972.26
12" NW. 972.16

STORM YARD BASIN YB-410
N. 7896.44, E. 3365.64
2" DIA.
RIM 992.20
12" W. 981.71
SUMP 979.71

STORM MANHOLE MH-502
N. 8853.50, E. 3336.88
4" DIA.
RIM 977.00
12" SE. 972.66
12" NW. 972.56

STORM MANHOLE MH-503
N. 8727.52, E. 3415.96
4" DIA.
RIM 977.00
12" SE. 973.06
12" NW. 972.96

STORM MANHOLE MH-504
N. 8624.38, E. 3454.92
4" DIA.
RIM 977.00
24" SE. 973.39
12" NW. 973.29

STORM YARD BASIN YB-505
N. 8464.38, E. 3498.80
2" DIA.
RIM 987.50
12" SE. 982.08
SUMP 980.08

STORM MANHOLE MH-511
N. 8659.93, 3009.51
4" DIA.
RIM 978.00
12" NE. 973.30

DESIGN-WMP	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS
CHECK: WMP	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS

REVISION #	DATE	REVISION-DESCRIPTION

**SUMMERFIELD
POINTE PUD**

**EXISTING & PROPOSED
UTILITY STRUCTURE
INVENTORY**

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 1100 CORPORATE OFFICE DR., STE. 100 MILFORD, MICHIGAN 48381 248-684-1699	SCALE: NOT TO SCALE PROJECT No.: 214159 DWG NAME: 4159 UT ISSUED: MAR. 24, 2025
-----------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

UT9

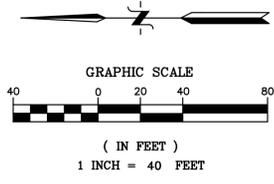




LEGEND

- = 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)
- SA — SA = SANITARY SEWER PIPE
- ST — ST = SANITARY SEWER MANHOLE W/IDENTIFIER
- ST — ST = STORM WATER DRAINAGE PIPE
- ST — ST = STORM WATER MANHOLE W/IDENTIFIER
- ST — ST = CATCH BASIN W/IDENTIFIER
- ST — ST = FLARED END SECTION
- W — W = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- GAS — GAS = 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
- ST — ST = PROPOSED STORM SEWER
- = PROPOSED STORM STRUCTURES
- = PROPOSED CURB AND GUTTER
- = PROPOSED 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED DRAINAGE FLOW ARROW

SEE SHEET GR3 FOR TYPICAL GRADING DETAILS



FLOOR ELEVATION TABLE

Unit Number	Garage	Main Floor Elevation (Feet)	1st Basement Floor Elevation (Feet)	2nd Basement Floor Elevation (Feet)	Garage Floor Elevation (Feet)	Grinder Pump Required for Basement (Y/N)	Intended Site Construction Type	Lowest Allowable Opening
44	East	984.05	985.15	984.15	983.80	N	Standard	984.00
45	East	984.55	985.65	984.65	983.30	N	Standard	984.00
46	East	985.15	986.25	985.25	983.90	N	Standard	984.00
47	East	985.75	986.85	985.85	983.50	N	Standard	984.00
48	East	986.35	987.45	986.45	984.10	N	Standard	984.00
49	East	986.95	988.05	987.05	983.70	N	Standard	984.00
50	South	987.55	988.65	987.65	984.30	N	Standard	984.00
51	South	988.15	989.25	988.25	983.90	N	Standard	984.00
52	South	988.75	989.85	988.85	984.50	N	Standard	984.00
53	South	989.35	990.45	989.45	985.10	N	Standard	984.00
54	South	989.95	991.05	990.05	985.70	N	Daylight	986.50
55	South	990.55	991.65	990.65	986.30	N	Daylight	986.50
56	South	991.15	992.25	991.25	986.90	N	Daylight	986.50
57	South	991.75	992.85	991.85	987.50	N	Standard	987.50
58	South	992.35	993.45	992.45	988.10	N	Standard	987.50
59	South	992.95	994.05	993.05	988.70	N	Standard	987.50
60	South	993.55	994.65	993.65	989.30	N	Standard	987.50
61	South	994.15	995.25	994.25	989.90	N	Standard	987.50
62	South	994.75	995.85	994.85	990.50	N	Standard	987.50
63	South	995.35	996.45	995.45	991.10	N	Standard	987.50
64	South	995.95	997.05	996.05	991.70	N	Standard	987.50
65	North	996.55	997.65	996.65	992.30	N	Daylight	988.50
66	North	997.15	998.25	997.25	992.90	N	Daylight	988.50
67	North	997.75	998.85	997.85	993.50	N	Daylight	988.50
68	North	998.35	999.45	998.45	994.10	N	Daylight	988.50
69	South	998.95	1000.05	999.05	994.70	N	Daylight	988.50
70	South	999.55	1000.65	999.65	995.30	N	Daylight	988.50
71	South	1000.15	1001.25	1000.25	995.90	N	Daylight	988.50
72	South	1000.75	1001.85	1000.85	996.50	N	Daylight	988.50
73	South	1001.35	1002.45	1001.45	997.10	N	Daylight	988.50
74	South	1001.95	1003.05	1002.05	997.70	N	Daylight	988.50
75	South	1002.55	1003.65	1002.65	998.30	N	Daylight	988.50
76	South	1003.15	1004.25	1003.25	998.90	N	Daylight	988.50
77	South	1003.75	1004.85	1003.85	999.50	N	Daylight	988.50
78	South	1004.35	1005.45	1004.45	1000.10	N	Daylight	988.50
79	South	1004.95	1006.05	1005.05	1000.70	N	Daylight	988.50
80	East	1005.55	1006.65	1005.65	1001.30	N	Daylight	988.50
81	East	1006.15	1007.25	1006.25	1001.90	N	Daylight	988.50
82	East	1006.75	1007.85	1006.85	1002.50	N	Daylight	988.50
83	East	1007.35	1008.45	1007.45	1003.10	N	Daylight	988.50
84	East	1007.95	1009.05	1008.05	1003.70	N	Daylight	988.50
85	East	1008.55	1009.65	1008.65	1004.30	N	Daylight	988.50
86	East	1009.15	1010.25	1009.25	1004.90	N	Daylight	988.50
87	East	1009.75	1010.85	1009.85	1005.50	N	Daylight	988.50
88	East	1010.35	1011.45	1010.45	1006.10	N	Daylight	988.50
89	East	1010.95	1012.05	1011.05	1006.70	N	Daylight	988.50
90	East	1011.55	1012.65	1011.65	1007.30	N	Daylight	988.50
91	East	1012.15	1013.25	1012.25	1007.90	N	Daylight	988.50
92	East	1012.75	1013.85	1012.85	1008.50	N	Daylight	988.50
93	East	1013.35	1014.45	1013.45	1009.10	N	Daylight	988.50
94	East	1013.95	1015.05	1014.05	1009.70	N	Daylight	988.50
95	East	1014.55	1015.65	1014.65	1010.30	N	Daylight	988.50
96	East	1015.15	1016.25	1015.25	1010.90	N	Daylight	988.50
97	East	1015.75	1016.85	1015.85	1011.50	N	Daylight	988.50
98	East	1016.35	1017.45	1016.45	1012.10	N	Daylight	988.50
99	East	1016.95	1018.05	1017.05	1012.70	N	Daylight	988.50
100	East	1017.55	1018.65	1017.65	1013.30	N	Daylight	988.50
101	East	1018.15	1019.25	1018.25	1013.90	N	Daylight	988.50
102	East	1018.75	1019.85	1018.85	1014.50	N	Daylight	988.50

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

DESIGN-WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS			
CHECK: WMP	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS			

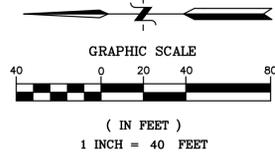
SUMMERFIELD POINTE PUD

GRADING PLAN (NORTH)

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 GR
ISSUED: MAR. 24, 2025

GR1



- ### 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)
 - SA — SA = SANITARY SEWER PIPE
 - ST — ST = SANITARY SEWER MANHOLE W/IDENTIFIER
 - ST — ST = STORM WATER DRAINAGE PIPE
 - ST — ST = STORM WATER MANHOLE W/IDENTIFIER
 - ST — ST = FLARED END SECTION
 - W — W = WATER MAIN
 - = HYDRANT
 - = WATER SHUT OFF
 - = WATER VALVE
 - = WATER VALVE BOX
 - GAS — GAS = U/G GAS
 - = GAS SHUT OFF
 - = 1' CONTOUR
 - = 5' CONTOUR
 - = PROPOSED UNIT LINE
 - = PROPOSED BUILDING SETBACK
 - = PROPOSED EASEMENT LINE
 - SA — SA = PROPOSED SANITARY SEWER
 - ST — ST = PROPOSED SANITARY MANHOLE
 - W — W = PROPOSED WATER MAIN
 - = PROPOSED HYDRANT
 - = PROPOSED WATER VALVE
 - ST — ST = PROPOSED STORM SEWER
 - = PROPOSED STORM STRUCTURES
 - = PROPOSED CURB AND GUTTER
 - = PROPOSED CONCRETE WALK
 - = PROPOSED 5' CONTOUR
 - = PROPOSED 1' CONTOUR
 - = PROPOSED DRAINAGE FLOW ARROW

SEE SHEET GR3 FOR TYPICAL GRADING DETAILS

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
CONTINUOUS OF GATE VALVE, LOCATED NEAR SOUTH SIDE OF SILVER LEAF DRIVE, 48A FEET EAST OF LAWSON DRIVE.
ELEVATION = 991.29 (NAVD 88)
ELEVATION = 992.14 (PLATTED)

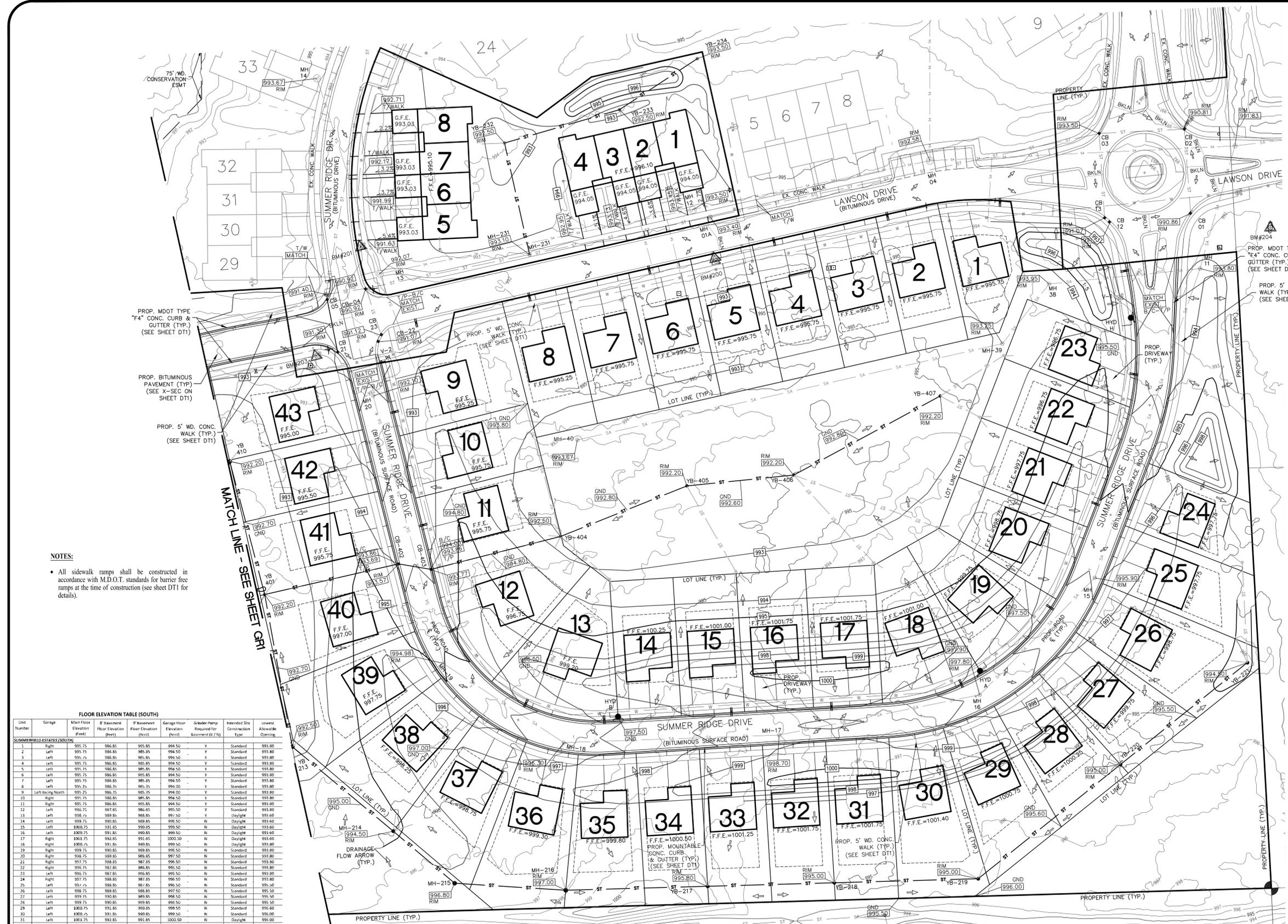
BENCHMARK #203
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 33E FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 993.89 (NAVD 88)
ELEVATION = 994.38 (PLATTED)

BENCHMARK #204 (PRIMAR)
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE."
ELEVATION = 995.43 (NAVD 88)
ELEVATION = 995.93 (PLATTED)

BENCHMARK #200
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 37E FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 995.39 (NAVD 88)
ELEVATION = 995.89 (PLATTED)

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

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



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

Unit Number	Garage	Main Floor Elevation (Feet)	1 st Basement Floor Elevation (Feet)	2 nd Basement Floor Elevation (Feet)	Garage Floor Elevation (Feet)	Grader/Padm Required for Basement (ft./in.)	Intended Site Construction Type	Lowest Allowable Opening
1	Right	995.75	986.85	985.85	994.50	Y	Standard	993.80
2	Left	995.75	986.85	986.85	994.50	Y	Standard	993.80
3	Left	995.75	986.85	986.85	994.50	Y	Standard	993.80
4	Left	995.75	986.85	985.85	994.50	Y	Standard	993.80
5	Left	995.75	986.85	985.85	994.50	Y	Standard	993.80
6	Left	995.75	986.85	985.85	994.50	Y	Standard	993.80
7	Left	995.75	986.85	985.85	994.50	Y	Standard	993.80
8	Left	995.75	986.85	985.85	994.50	Y	Standard	993.80
9	Left Facing North	995.25	986.35	985.35	994.00	Y	Standard	993.80
10	Right	995.75	986.85	985.85	994.50	Y	Standard	993.80
11	Right	995.75	986.85	985.85	994.50	Y	Standard	993.80
12	Left	996.75	987.85	986.85	995.50	Y	Standard	993.80
13	Left	998.75	989.85	988.85	997.50	N	Daylight	993.60
14	Left	999.75	990.85	989.85	998.50	N	Daylight	993.60
15	Left	1000.75	991.85	990.85	999.50	N	Daylight	993.60
16	Left	1000.75	991.85	990.85	999.50	N	Daylight	993.60
17	Right	1001.75	992.85	991.85	1000.50	N	Daylight	993.60
18	Right	1000.75	991.85	990.85	999.50	N	Daylight	993.60
19	Right	999.75	990.85	989.85	998.50	N	Standard	993.80
20	Right	998.75	989.85	988.85	997.50	N	Standard	993.80
21	Right	997.75	988.85	987.85	996.50	N	Standard	993.80
22	Right	996.75	987.85	986.85	995.50	N	Standard	993.80
23	Right	995.75	986.85	985.85	994.50	N	Standard	993.80
24	Right	997.75	988.85	987.85	996.50	N	Standard	993.80
25	Left	997.75	988.85	987.85	996.50	N	Standard	995.50
26	Left	998.75	989.85	988.85	997.50	N	Standard	995.50
27	Left	999.75	990.85	989.85	998.50	N	Standard	995.50
28	Left	999.75	990.85	989.85	998.50	N	Standard	995.50
29	Left	1000.75	991.85	990.85	999.50	N	Standard	995.50
30	Left	1001.75	992.85	991.85	1000.50	N	Daylight	996.00
31	Left	1000.75	991.85	990.85	999.50	N	Daylight	996.00
32	Left	1000.75	991.85	990.85	999.50	N	Daylight	996.00
33	Left	1000.75	991.85	990.85	999.50	N	Daylight	996.00
34	Left	999.75	990.85	989.85	998.50	N	Standard	998.00
35	Left	998.75	989.85	988.85	997.50	Y	Standard	997.00
36	Left	998.75	989.85	988.85	997.50	Y	Standard	997.00
37	Left	998.75	989.85	988.85	997.50	Y	Standard	995.50
38	Left	997.75	988.85	987.85	996.50	Y	Standard	995.00
39	Left	996.75	987.85	986.85	995.50	Y	Standard	994.00
40	Left	996.75	987.85	986.85	995.50	Y	Standard	994.00
41	Left	995.75	986.85	985.85	994.50	Y	Standard	994.00
42	Right	995.25	986.35	985.35	994.00	Y	Standard	994.00
43	Right Facing South	995.25	986.35	985.35	994.00	Y	Standard	994.00

DESIGN/DRAFT/CHECK	REVISION #	DATE	REVISION-DESCRIPTION
WMP	1	2-14-25	REVISED PER TOWNSHIP REVIEW COMMENTS
JHG	2	3-24-25	REVISED PER L.C.D.C. REVIEW COMMENTS
WMP			

REVISION #	DATE	REVISION-DESCRIPTION

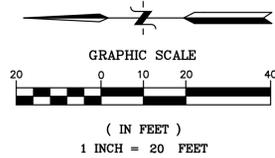
SUMMERFIELD POINTE PUD

GRADING 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 GR
ISSUED: MAR. 24, 2025

GR2



LEGEND

- = PROPERTY LINE
- = EX. EDGE OF PAVEMENT
- = EX. EASEMENT LINE
- - - = APPROX. WETLAND LINE
- (ou) — (ou) = UTILITY POLE W/GUY WIRE
- PH — PH = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- UT — UT = U/G UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = EXISTING TREE DRIP LINE
- = EDGE OF GRAVEL
- = CONCRETE CURB (UNLESS OTHERWISE STATED)
- SA — SA = SANITARY SEWER PIPE
- (S) 00 = SANITARY SEWER MANHOLE W/IDENTIFIER
- ST — ST = STORM WATER DRAINAGE PIPE
- (S) 10 = STORM WATER MANHOLE W/IDENTIFIER
- (S) 20 = CATCH BASIN W/IDENTIFIER
- (S) 30 = FLARED END SECTION
- W — W = WATER MAIN
- (H) — (H) = HYDRANT
- (W) — (W) = WATER SHUT OFF
- (V) — (V) = WATER VALVE
- (WV) — (WV) = WATER VALVE BOX
- GAS — GAS = U/G GAS
- (G) — (G) = GAS SHUT OFF
- (1) — (1) = 1' CONTOUR
- (5) — (5) = 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 "11.5 G.S." 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, 338 FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 993.88 (NAVD 88)
ELEVATION = 994.38 (PLATTED)

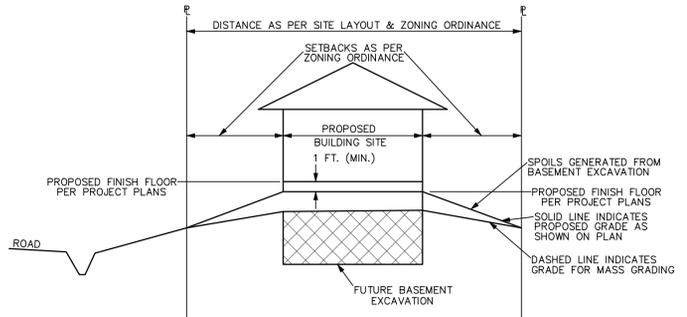
BENCHMARK #204 (PRIMARY)
SPIKE IN THE EAST SIDE OF A POWER POLE, LOCATED ON THE WEST SIDE OF LAWSON DRIVE AND THE ENTRANCE TO "SUMMERFIELD POINTE."
ELEVATION = 993.43 (NAVD 88)
ELEVATION = 993.93 (PLATTED)

BENCHMARK #200
ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 372 FEET NORTH OF SILVER LEAF DRIVE.
ELEVATION = 995.39 (NAVD 88)
ELEVATION = 995.89 (PLATTED)

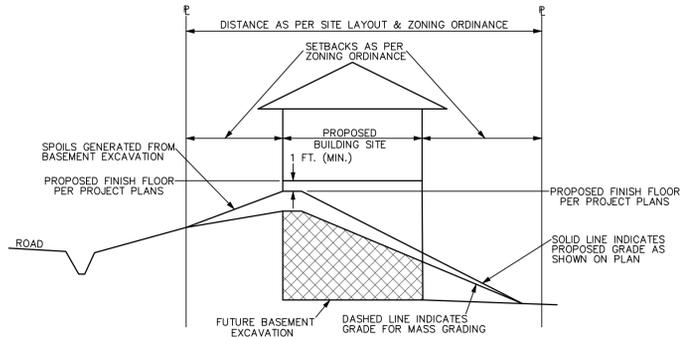
BENCHMARK #201
SOUTH SIDE OF SILVER LEAF DRIVE, 488 FEET EAST OF LAWSON DRIVE.
ELEVATION = 991.29 (NAVD 88)
ELEVATION = 992.14 (PLATTED)



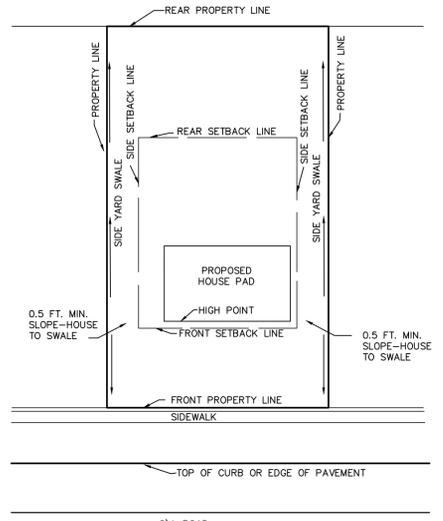
3 WORKING DAYS BEFORE YOU DIG
CALL 811 OR 1-800-482-7171 (TOLL FREE)
OR VISIT CALL811.COM



TYPICAL UNIT PROFILE FOR STANDARD UNITS
NOT TO SCALE

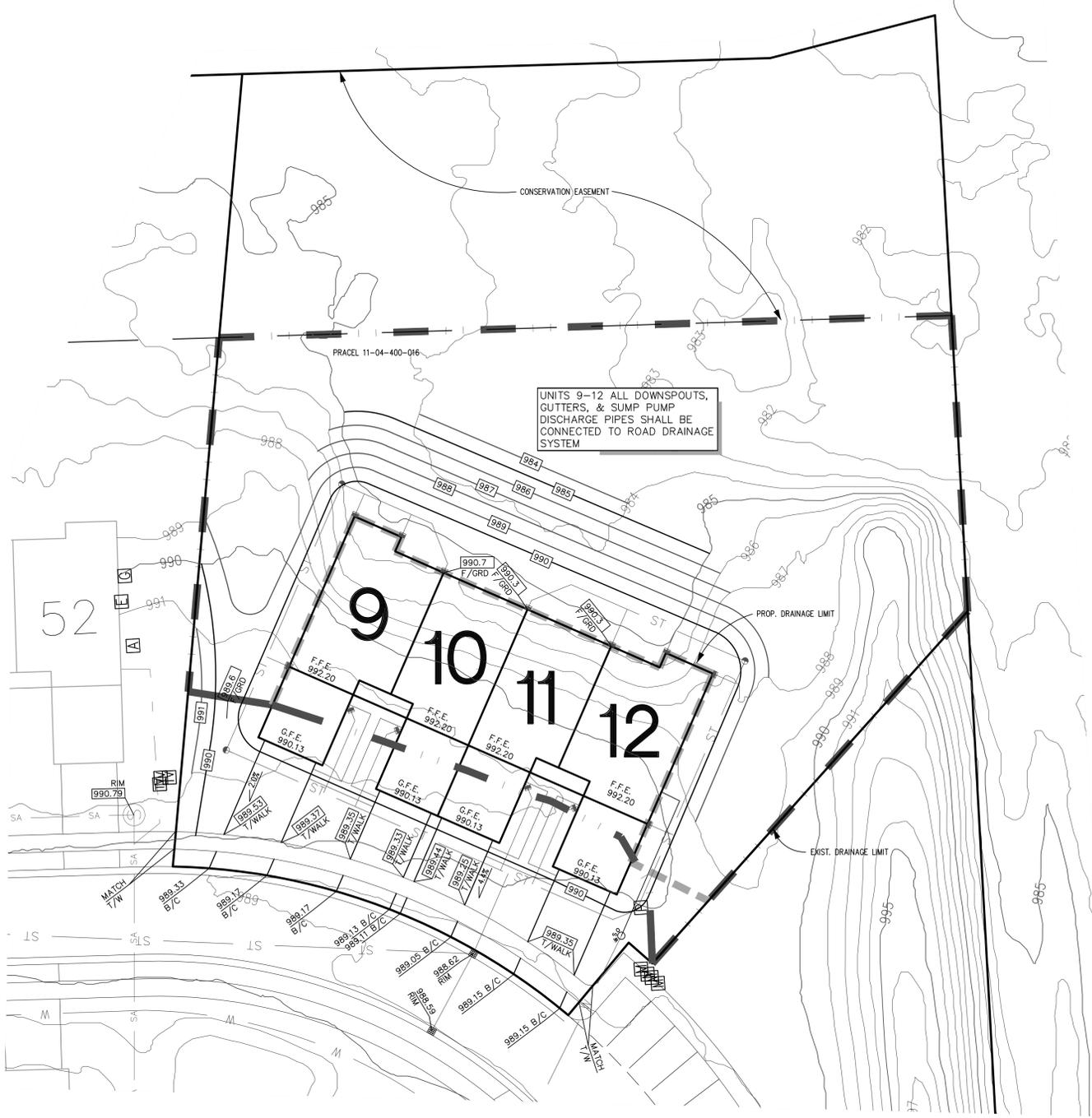


TYPICAL UNIT PROFILE FOR WALK-OUT AND DAYLIGHT UNITS
NOT TO SCALE



TYPICAL UNIT PLAN FINISHED GRADE
NOT TO SCALE

GRADING NOTES:
1. FUTURE FINISHED GRADING SHALL BE DONE BY OTHERS CONCURRENT WITH HOUSE CONSTRUCTION UNLESS DIRECTED OTHERWISE BY OWNER.



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
DRAFT: JHG						
CHECK: WMP						

SUMMERFIELD
POINTE PUD

GRADING PLAN (EAST)
AND
TYPICAL DETAILS

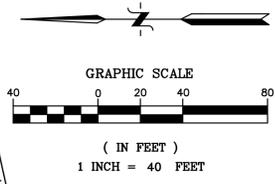
CLIENT:
HEALY HOMES AT SUMMERFIELD LLC
1100 CORPORATE DR. STE 100
MILFORD, MICHIGAN 48381
248-684-1699

SCALE: 1in. = 20ft.
PROJECT No.: 214159
DWG NAME: 4159 GR
ISSUED: FEB. 14, 2025

GR3

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
- SA — SA = CONCRETE CURB (UNLESS OTHERWISE STATED)
- = SANITARY SEWER PIPE
- ST — ST = STORM WATER DRAINAGE PIPE
- = SANITARY SEWER MANHOLE W/IDENTIFIER
- = STORM WATER MANHOLE W/IDENTIFIER
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- W — W = WATER MAIN
- = HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = WATER VALVE BOX
- GAS — GAS = U/G GAS
- = GAS SHUT OFF
- = 1' CONTOUR
- = 5' CONTOUR
- = PROPOSED UNIT LINE
- = PROPOSED BUILDING SETBACK
- = PROPOSED EASEMENT LINE
- SA — SA = PROPOSED SANITARY SEWER
- = PROPOSED SANITARY MANHOLE
- W — W = PROPOSED WATER MAIN
- = PROPOSED HYDRANT
- = PROPOSED WATER VALVE
- ST — ST = 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	STRIPPING & STOCKPILING TOPSOIL TOPSOIL MAY BE STOCKPILED ABOVE BERM AREAS TO ACT AS A DIVERSION STOCKPILE SHOULD BE TEMPORARILY SEECED
6	SEEING WITH MUDFLY AND/OR WITING FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR BRANCHING WITH LOW VELOCITY EASILY PLACED IN SMALL QUANTITIES BY INDEPENDENT PERSONNEL SPECIAL INCLUDE PREPACKAGED SACKS
13	TRAMP, RUBBLE, COAKS EFFECTIVE FOR HIGH VELOCITIES OR HIGH CONCENTRATION PERMITS RAINFALL TO INFILTRATE SOIL DISPERSES ENERGY FROM AT SYSTEM OUTLETS
14	AGGREGATE COVER STABILIZES SOIL SURFACE, THIS MINIMIZES EROSION PERMITS CONSTRUCTION TRAFFIC IN ADVERSE WEATHER MAY BE USED AS PART OF PERMANENT BASE CONSTRUCTION OF PAVED AREAS
43	CONCRETE CURB EASY TO INSTALL AT NEET KEEPS CURB CLEAN AND FREE FLOWING MAY BE CONSTRUCTED OF LUMBER OR LOGS
55	GEOTEXTILE Silt FENCE USES GEOTEXTILE AND POSTS OR POLES MAY BE CONSTRUCTED OR PREPACKAGED EASY TO CONSTRUCT AND LOCATE AS NECESSARY
58	NET Silt FENCE USES PREPACKAGED GEOTEXTILE SACKS FILTERS SEDIMENT FROM RAINFALL AT CATCH BASIN INLET EASY TO INSTALL AND MAINTAIN
60	NET FENCE CASE PREVENTS SEDIMENT FROM ENTERING STORM SYSTEM AT STRUCTURES USES GEOTEXTILE FABRIC AND PREPARED WIRE CASE SILT FENCE CAN NOT BE USED

BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS
 BENCHMARK #201
 CENTERLINE OF GATE VALVE, LOCATED NEAR
 SOUTH SIDE OF SILVER LEAF DRIVE, 486 FEET
 EAST OF LAWSON DRIVE.
 ELEVATION = 991.29 (NAVD 88)
 SITE ADJUSTED TO NAVD 88 (+0.50) FROM
 PLATTED ELEVATION. ELEVATION = 992.14 (PLATTED)

BENCHMARKS

BENCHMARK #203
 ARROW ON HYDRANT, LOCATED NEAR WEST
 SIDE OF LAWSON DRIVE, 336 FEET NORTH OF
 SILVER LEAF DRIVE.
 ELEVATION = 993.88 (NAVD 88)
 AND THE ENTRANCE TO "SUMMERFIELD POINTE"
 ELEVATION = 993.43 (NAVD 88)
 ELEVATION = 993.93 (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 = 995.43 (NAVD 88)
 ELEVATION = 995.39 (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)

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

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

(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 60.736 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°13'15"W 374.17 feet); thence S84°11'09"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°06'43"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°49'17"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°14'02"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°17'05"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 48.66 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"W (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

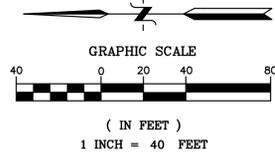
PARCEL 4711-04-400-013 22.224 Acres
 (Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records)
 Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:
 Commencing at the South 1/4 Corner of said Section 4; thence 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°13'15"W 374.17 feet); thence S84°11'09"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°06'43"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 and
 2) N54°02'14"W (recorded as N50°36'28"W) 244.39 feet and
 3) S82°02'07"W 19.13 feet (recorded as S83°10'07"W 288.32 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 26.285 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 288.32 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°06'43"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°29'19"W 95.00 feet); thence S02°24'18"E (recorded as S00°00'00"W) 57.26 feet; thence S80°36'56"W (recorded as S84°01'14"W) 77.58 feet; thence S80°36'56"W (recorded as S80°40'00"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°14'02"E 416.23 feet); thence Southeastery 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 S80°10'00"E (recorded as S00°43'38"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, 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, 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°22'26"E (recorded as N07°48'50"E) 13.56 feet; thence Northwestery 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°49'38"W) 59.40 feet; thence N12°42'26"W (recorded as N09°16'02"W) 130.52 feet; 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 88°41'26" (recorded as 88°41'33") and having a chord bearing N03°27'00"E (recorded as N04°54'43"E) 27.46 feet; thence Southeastery 201.62 feet along the arc of a 288.00 foot radius curve to the right, through a central angle of 40°00'52" (recorded as 40°00'44") and having a chord bearing S88°00'33"E (recorded as S82°34'07"E) 187.75 feet; thence S2°50'50"W (recorded as S27°56'14"W) 147.43 feet; thence S88°36'45"E (recorded as S33°12'21"E) 58.47 feet; thence S12°42'26"E (recorded as 09°16'02"E) 97.80 feet; thence S71°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 1.144 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 said Section 4; thence along the South line of Section 4, N88°50'35"E (recorded as S89°43'06"E) 999.68 feet to the **POINT OF BEGINNING**; thence N48°02'05"W (recorded as N44°39'49"W) 135.18 feet; thence N41°10'43"E (recorded as N44°37'04"E) 9.00 feet; thence N50°13'17"W (recorded as N46°50'18"W) 27.00 feet; thence Northwesterly 153.38 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 227.88 feet (recorded as S81°21'17"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 48.66 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.



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)
	= UTILITY
	= 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

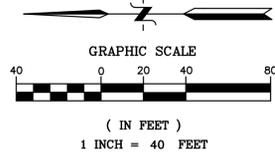
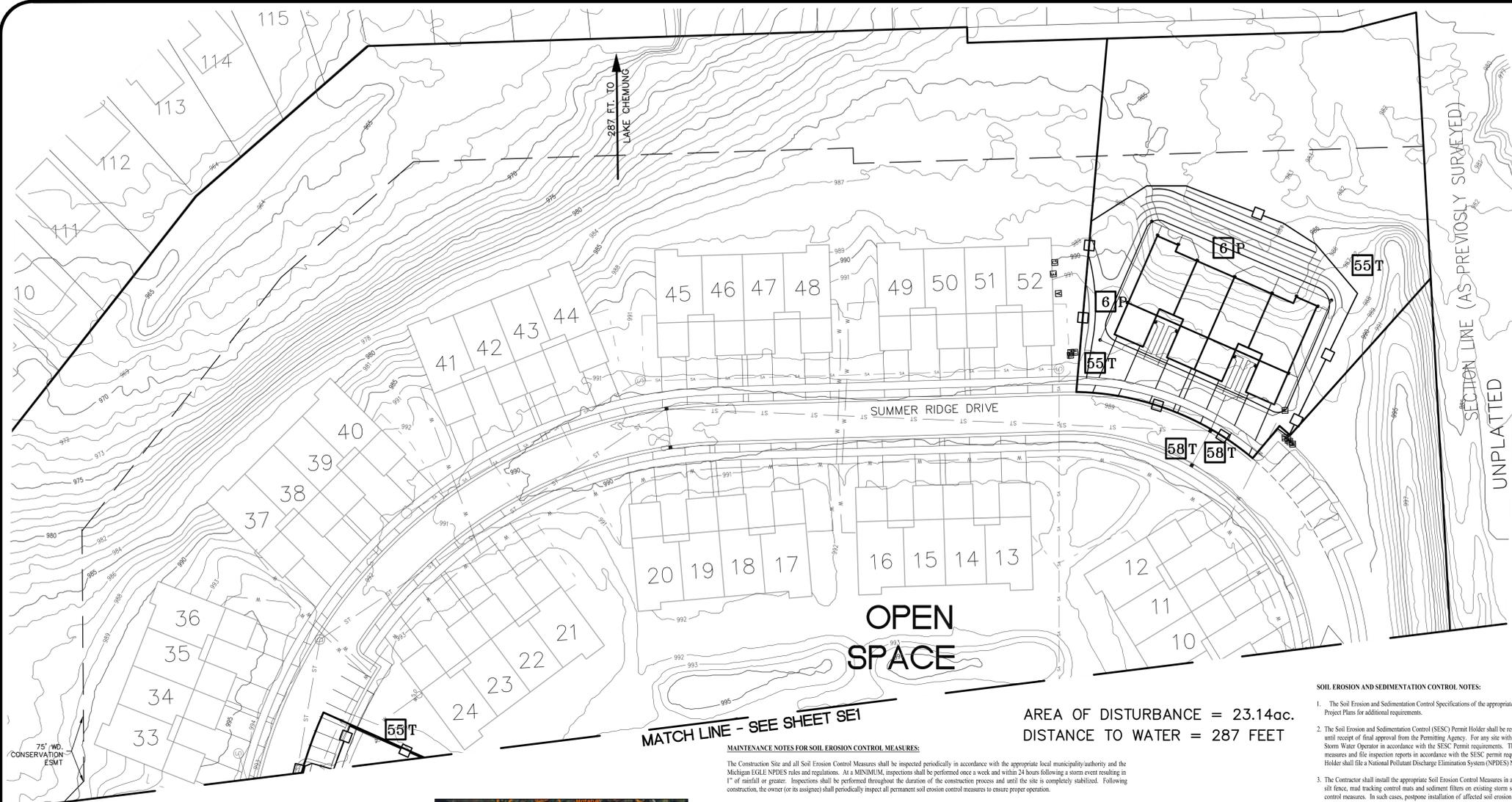
	1	STRIPPING & STOCKPILE TOPSOIL TOPSOIL MAY BE STOCKPILED NEAR BORROW AREAS TO ACT AS A EROSION STOCKPILE SHOULD BE TEMPORARILY SEEDED
	6	SEEDING WITH MULCH AND/OR MATTING EFFECTIVE FOR BRANCHED AREAS WITH LOW VELOCITY SEEDS PLACED IN SMALL QUANTITIES BY EXPERIENCED PERSONNEL SHOULD INCLUDE PREPARED TOPSOIL
	13	BRUSH, LOGS, CARBONS USED WHERE VEGETATION IS NOT EASILY ESTABLISHED EFFECTIVE FOR HIGH VELOCITIES OR HIGH CONCENTRATION PROMOTES ROOTS TO INFLUENCE SOIL
	14	AGGREGATE COVER AGGREGATE COVER AT STORM UTILITIES STABILIZES SOIL SURFACE, THIS WINDING EROSION CONTROL CONSTRUCTION TYPICALLY IN ROADSIDE REACHER MAY BE USED AS PART OF PERMANENT BASE CONSTRUCTION OF PAVED AREAS
	43	CULVERT SEGMENT TRAP EASY TO INSTALL AT INLET KEEPS CULVERT CLEAN AND FREE FLOWING MAY BE CONSTRUCTED OF LUMBER OR LOGS
	55	DRAINAGE SINK PITS USES GEOTEXTILE AND PILES OR PILES EASY TO CONSTRUCT AND LOCATE AS NECESSARY
	58	INLET SEGMENT FILTER USES PREPACKAGED GEOTEXTILE SOCKS FILTERS SEDIMENT FROM RAINFALL AT CATCH BASIN INLET EASY TO INSTALL AND MAINTAIN
	60	REEF PILES CASE PREVENTS SEDIMENT FROM ENTERING STORM SYSTEM AT STRUCTURES USES GEOTEXTILE FABRIC AND PREPARED MINE CASE SELF ERECT CAN NOT BE USED

BENCHMARKS

DATUM BASED ON PREVIOUS BENCHMARK AS SPECIFIED ON REPLAT No. 2 OF "SUMMERFIELD POINTE", LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 295. DATUM REFERS TO "N.A.S.D." NO DATUM SPECIFIED.	SOUTH SIDE OF SILVER LEAF DRIVE, 468 FEET EAST OF LAWSON DRIVE, ELEVATION = 991.29 (NAVD 88)
SITE ADJUSTED TO NAVD 88 (-0.50) FROM PLATED ELEVATION.	BENCHMARK #203 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 336 FEET NORTH OF SILVER LEAF DRIVE, ELEVATION = 993.68 (NAVD 88)
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 = 992.14 (PLATTED)
BENCHMARK #200 ARROW ON HYDRANT, LOCATED NEAR WEST SIDE OF LAWSON DRIVE, 3778 FEET NORTH OF SILVER LEAF DRIVE, ELEVATION = 995.39 (NAVD 88)	ELEVATION = 995.89 (PLATTED)
BENCHMARK #201	ELEVATION = 994.38 (PLATTED)

DESIGN: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	CLIENT:	SCALE:	PROJECT No.:	
DRAFT: JHG							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 SE	ISSUED: FEB. 14, 2025	

SUMMERFIELD POINTE PUD
SOIL EROSION AND SEDIMENTATION CONTROL PLAN (SOUTH)

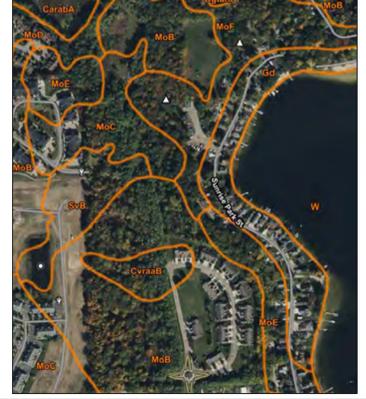


LEGEND

	= 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 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 SLOPE STABILIZATION

LEGAL DESCRIPTIONS NATURE PRESERVE

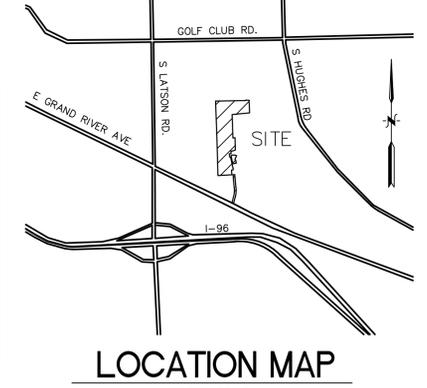
PARCEL 4711-04-400-013 22.22± Acres
 Nature Preserve as recorded in Liber 3772, Page 940, Livingston County Records
 Part of the East 1/2 of Section 4, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, described as:
 Commencing at the South 1/4 Corner of said Section 4; thence along the North-South 1/4 line of Section 4 to the 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
 S10°02'24"W (recorded as N02°17'24"E) 16.05 feet; thence S88°09'25"E (recorded as S84°42'06"E) 140.66 feet; thence
 S10°02'24"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 S1°26'28"W) 400.04 feet; thence S02°08'43"E (recorded as S01°17'41"W) 122.62 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 and
 2) N64°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.



SOILS MAP & LEGEND

NOT TO SCALE

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CoraBa	Carters musk, 0 to 2 percent slopes	2.5	1.6%
CoraBb	Carters musk, 0 to 4 percent slopes	3.4	2.4%
Od	Gilford sandy loam, 0 to 2 percent slopes, generally subsoil	12.2	8.8%
HgBaA	Houghton musk, 0 to 2 percent slopes	0.3	0.2%
Mch	Waukesha loam, 0 to 4 percent slopes	49.5	34.9%
MNC	Waukesha loam, 0 to 12 percent slopes	18.4	11.8%
MdE	Milare loam, 12 to 18 percent slopes	3.2	2.3%
MdE	Milare loam, 18 to 25 percent slopes	10.6	7.5%
MdE	Milare loam, 25 to 35 percent slopes	13.4	9.5%
SW	Stipitic-Oxibulic loamy sands, 0 to 6 percent slopes	8.7	4.7%
W	Water	23.4	16.5%
Totals for Area of Interest		141.8	100.0%



MAINTENANCE NOTES FOR SOIL EROSION CONTROL MEASURES:

The Construction Site and all Soil Erosion Control Measures shall be inspected periodically in accordance with the appropriate local municipality/authority and the Michigan EGRESS rules and regulations. At a MINIMUM, inspections shall be performed once a week and within 24 hours following a storm event resulting in 1" of rainfall or greater. Inspections shall be performed throughout the duration of the construction process and until the site is completely stabilized. Following construction, the owner (or its assignee) shall periodically inspect all permanent soil erosion control measures to ensure proper operation.

MUD TRACKING CONTROL DEVICE / CONSTRUCTION ACCESS: Mud tracking control devices shall be inspected for significant mud accumulation and to ensure the access is not eroding into public rights of way or drainage features. Add additional layers of stone or remove and replace stone each time the stone becomes covered with mud. All sediment dropped or eroded onto public rights of way shall be removed immediately. Sweeping of the public rights of way and/or paved access route shall be performed as necessary to maintain the access route free of sediment and debris.

SEEDING: Newly seeded areas shall be inspected until substantial vegetative growth is obtained. Seeded areas shall be inspected to ensure erosion is not occurring in the seeded area and vegetative growth is promoted. Eroded areas shall be finish graded as necessary to remove erosion channels or gullies and new seed placed as soon as weather permits.

SILT FENCE: Silty fencing shall be inspected for soil accumulation/clogging, undercutting, overtopping and sagging. Soil accumulation shall be removed from the face of the silt fence each time it reaches half the height of the fence. Removed sediment shall be disposed of in a stable upland site or added to a spoils stockpile. When undercutting occurs, grade out areas of concentrated flow upstream of the silt fence to remove channels and/or gullies and repair or replace silt fence ensuring proper trenching techniques are utilized. Silt fencing, which sags, falls over or is not staked in shall be repaired or replaced immediately. Silt fencing fabric, which decomposes or becomes ineffective, shall be removed and replaced with new fabric immediately. Silt fencing shall be removed once vegetation is well established and the up-slope area is fully stabilized.

STOCKPILES: Temporary and permanent topsoil and spoils stockpiles shall be seeded to promote vegetative growth. Stockpiles shall be inspected to ensure excessive erosion has not occurred. When runoff or wind erosion is evident, reduce the side slopes of the stockpile or stabilize the stockpile with pieces of silted soil laid perpendicular to the slope. When filter fencing is used around a stockpile, the fencing shall be inspected to ensure piping has not occurred under the fencing and to ensure the fencing has not collapsed due to soil slippage or access by construction equipment. Repair or replace damaged fencing immediately. Berms at the base of stockpiles, which become damaged, shall be repaired.

STORM STRUCTURE INLET FILTER: Inlet filters shall be inspected for sediment accumulation, clogging and damage. When stone is used in conjunction with inlet filter fabric, replace the stone each time it becomes clogged with sediment. Clean or replace the inlet filter fabric each time it becomes clogged with sediment. Reinstall or replace fallen filter fabrics immediately. Replace damaged filter fabrics immediately.

SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE:

- Obtain all necessary Soil Erosion and Sedimentation Control related permits from the appropriate Local, County and/or State Agencies. Refer to the General Notes on the project plans for additional requirements.
- Prior to commencement of any earth disturbance install Silt Fence and Mud Tracking Control Device(s) in accordance with the Soil Erosion and Sedimentation Control Plan.
- Maintain all soil erosion and sedimentation control measures on a regular basis throughout the duration of the project. Inspect all measures weekly and following each storm event.
- Construct Retention/Detention and Sedimentation Basins, including associated spillways, in accordance with the project plans. Finish grade and establish vegetative growth in Retention/Detention and Sedimentation Basins and ring the top of the basins with silt fence to protect the basin and basin slopes, prior to massive earth disturbance. Install temporary Soil Erosion Control Measures as necessary to stabilize Retention/Detention and Sedimentation Basins.
- Strip and stockpile topsoil. Perform mass grading and land balancing. Install appropriate Soil Erosion Control Measures in accordance with the Soil Erosion and Sedimentation Control Plan.
- Excavate and expose the existing water main stub to connect new water main. Stockpile the top 12" of topsoil separately and use to backfill the top 12" portion of the excavation following completion of the water main connection.
- Backfill and finish grade all disturbed areas outside of pavement.
- Install all landscape work, including trees, shrubs.
- Perform final restoration, including placement of topsoil and establishment of vegetative growth outside of pavement.
- Following establishment of sufficient vegetative ground cover and receipt of approval from the Permitting Agency, remove all temporary Soil Erosion Control Measures, clean all storm sewer structures and repair all permanent Soil Erosion Control Measures.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

- The Soil Erosion and Sedimentation Control Specifications of the appropriate Local, County and/or State Agencies are a part of this work. Refer to the General Notes on the Project Plans for additional requirements.
- The Soil Erosion and Sedimentation Control (SESC) Permit Holder shall be responsible for compliance with the SESC Permit requirements for the duration of the project and until receipt of final approval from the Permitting Agency. For any site with an earth disturbance area of 1 acre or greater, the SESC Permit Holder shall retain a Certified Storm Water Operator in accordance with the SESC Permit requirements. The Certified Storm Water Operator shall perform routine inspections of the site and the SESC measures and file inspection reports in accordance with the SESC permit requirements. For any site with an earth disturbance area of 5 acres or greater, the SESC Permit Holder shall file a National Pollutant Discharge Elimination System (NPDES) Notice of Coverage Form with the State DEQ prior to any earth disturbance.
- The Contractor shall install the appropriate Soil Erosion Control Measures in accordance with the Project Plans prior to massive earth disturbance, including but not limited to: silt fence, mud tracking control mats and sediment filters on existing storm sewer structures. Demolition work may be necessary prior to installation of some soil erosion control measures. In such cases, postpone installation of affected soil erosion control measures until immediately following demolition work. Refer to the Project Plans and the Soil Erosion Control and Construction Sequence for additional requirements.
- The Contractor shall schedule work so as to minimize the period of time that an area is exposed and disturbed. The Contractor shall observe the grading limits and limits of disturbance in accordance with the Project Plans. The Contractor shall maintain an undisturbed vegetative buffer around the work when shown on the Project Plans.
- The Contractor shall install and maintain Soil Erosion Control Measures in accordance with the Project Plans during the appropriate phases of construction. The Project Plans show the minimum requirements for Soil Erosion Control Measures. The Contractor shall install additional Soil Erosion Control Measures as necessary due to site conditions and as directed by the Permitting Agency and/or Engineer. The Contractor shall perform routine inspection and maintenance of all Soil Erosion Control Measures to ensure compliance with the permit requirements and proper operation of the Soil Erosion Control Measures.
- The Contractor shall strip and stockpile topsoil from all areas of proposed disturbance. Topsoil stockpiles shall be located in accordance with the Project Plans. Topsoil stockpiles shall be stabilized with vegetative growth (or mulch with straw during the non-growing season) to prevent wind and water erosion. A temporary diversion berm and/or silt fence shall enclose all carbon material stockpiles, including but not limited to topsoil, sand and gravel.
- The Contractor shall install Soil Erosion Control Measures associated with the proposed storm sewer system during storm sewer construction. Inlet structure filters, consisting of Silt Sock or equivalent for curb inlets and Sed-ace or equivalent for yard basin inlets, shall be installed immediately following completion of each storm inlet structure. Riprap shall be installed immediately following the installation of each flared end section with the following exception: Storm drain outlets that do NOT empty into a Retention, Detention or Sedimentation Basin shall have a temporary 5' wide x 10' long x 3' deep sump installed at the termination of the storm sewer. Upon completion of the stabilization work, the sump area shall be filled and riprap shall be installed in accordance with the Project Plans.
- The Contractor shall install filter stone around the storm basin control structures in accordance with the Project Plans immediately following installation of the control structures. The filter stone shall be monitored for sediment build up. The filter stone may need to be cleaned and/or replaced as site conditions require and as directed by the Permitting Agency and/or Engineer.

Seeding, Fertilizer and Mulch Bare Ground Rates:
 This information is provided as minimum guidance for acceptable application rates. Actual amounts depending on soil conditions and site topography shall be detailed on the construction plans.
 Top-Soil 3 inches in depth
 Grass Seed 210 lbs. per acre
 Fertilizer 150 lbs. per acre
 Straw Mulch 3" in depth 1.5 to 2 tons per acre
 (All mulch must have a tie down, such as tackifier, net binding, etc.)

Hydro-Seeding: Hydro-seeding is not acceptable for slopes exceeding 1%, in such cases, stabilization shall be done with seed and straw mulch with a tackifier.

TIME LINE OF SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE

CONSTRUCTION & WORK CATEGORIES*	CONSTRUCTION PERIOD								
	Month	1	2	3	4	5	6	7	8
	Week	1	2	3	4	5	6	7	8
1. OBTAIN PERMITS									
2. INSTALL INITIAL SESC MEASURES									
3. INSPECT & MAINTAIN SESC MEASURES									
4. DEMOLITION WORK									
5. EARTH WORK									
6. UNDERGROUND UTILITY WORK									
7. SITE LIGHTING WORK									
8. CURB, SIDEWALK & PAVEMENT WORK									
9. BACKFILL & FINISH GRADE WORK									
10. TOPSOIL, SEED & MULCH									
11. LANDSCAPE WORK									
12. REMOVE TEMPORARY SESC MEASURES									

*REFER TO THE MAJOR WORK ITEMS OUTLINED IN THE SOIL EROSION CONTROL AND CONSTRUCTION SEQUENCE NOTES.

SITE PLAN

PARCEL 4711-04-400-014 28.28± 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 the 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) S64°02'14"E (recorded as S60°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°50'57"W (recorded as S83°20'15"W) 95.00 feet; thence S03°24'16"E (recorded as S00°00'00"W) 97.26 feet; thence S80°36'06"W (recorded as S84°01'14"W) 77.58 feet; thence S09°29'23"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 Southeasteary 59.82 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°10'03"E (recorded as S00°42'39"E) 59.40 feet; thence S04°22'20"W (recorded as S07°48'50"W) 13.85 feet; thence S80°11'15"W (recorded as S83°32'39"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 28.28 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

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

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

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

REVISION #	DATE	REVISION-DESCRIPTION

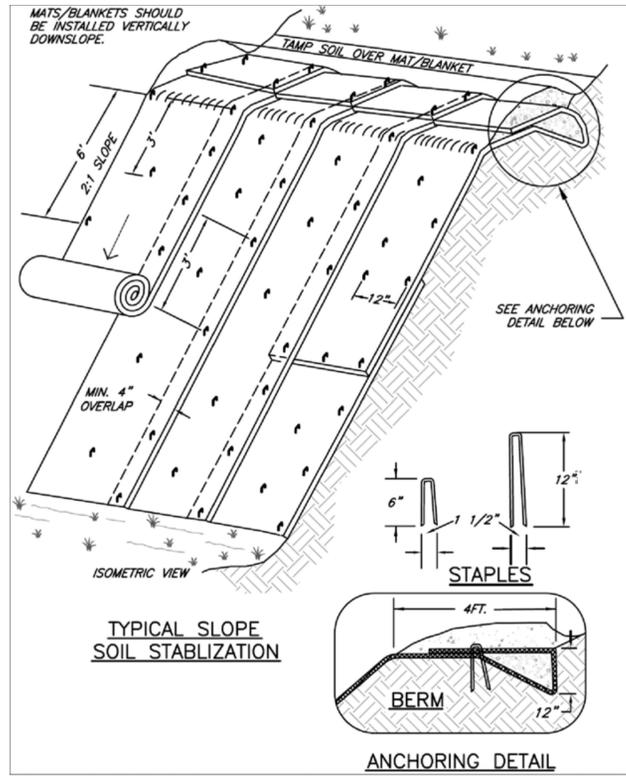
SUMMERFIELD POINTE PUD

SOIL EROSION AND SEDIMENTATION CONTROL PLAN (EAST)

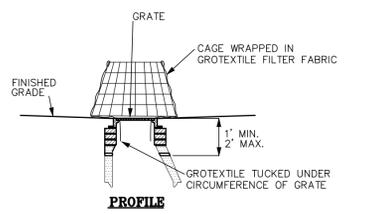
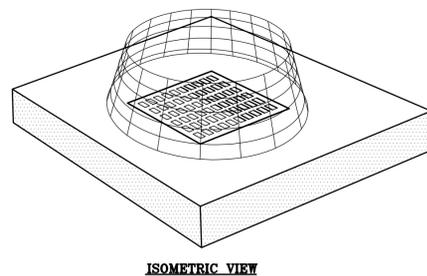
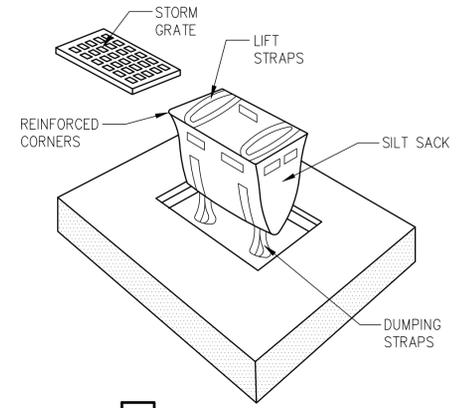
CLIENT: HEALY HOMES AT SUMMERFIELD LLC
 1100 CORPORATE OFFICE DR., STE. 100
 MILFORD, MICHIGAN 48381
 248-684-1699

SCALE: 1in. = 40ft.
 PROJECT No.: 214159
 DWG NAME: A159 SE
 ISSUED: FEB. 14, 2025

SE3



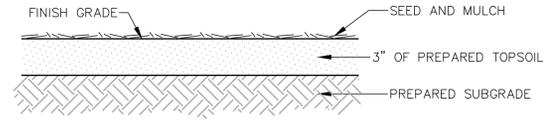
- SOIL STABILIZATION NOTES:**
- SLOPE SURFACE SHALL BE FREE OF ROCKS, CLOUDS, STICKS & GRASS. MATS/BANKETS SHALL HAVE GOOD SOIL CONTACT.
 - APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
 - LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
 - SOIL STABILIZATION BLANKETS SHALL BE USED FOR SLOPES EXCEEDING 1 ON 4. SEE SHEET GR2 OF PLANS FOR PROPOSED LOCATIONS.



- INLET PROTECTION SHALL BE INSTALLED AT THE TIME OF THE STRUCTURE IS SET.
- TO INSTALL: TUCK FABRIC UNDER GRATE.
- REMOVE SEDIMENT IF IT ACCUMULATES TO ONE HALF THE HEIGHT OF THE CAGE.
- THE AREA AROUND THE CAGE SHOULD BE AS FLAT AS POSSIBLE TO INCREASE EFFECTIVENESS AND REDUCE MAINTENANCE REQUIREMENTS.
- AS WITH ALL INLET PROTECTION DEVICES, CHECK TO SEE HOW DEEP THE WATER COULD RISE IF THE INLET WERE BLOCKED ENTIRELY.
- 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



SEEDING DETAIL

NOT TO SCALE

- 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.
- 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.
- 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.
- 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 Potash.
- Hydroseeding is not acceptable for slopes exceeding 1%. In such cases, stabilization shall be done with seed and straw mulch with a tackifier.
- 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.

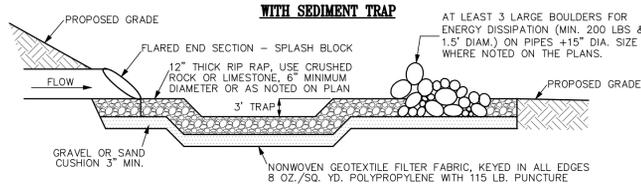
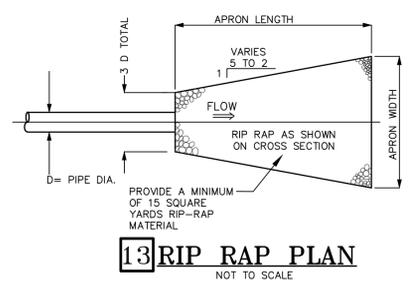
MIN. RIP RAP DIMENSIONS

PIPE DIAMETER (inch)	APRON LENGTH (feet)	(1) APRON WIDTH (feet)		(2) ALTERNATE APRON WIDTH (feet)	
		15'	20'	15'	20'
12	15	15	15	16	16
15	15	15	20	20	20
18	18	15	24	24	24
21	21	15	28	28	28
24	24	16	32	32	32
30	30	20	40	40	40
36	36	24	48	48	48
42	42	28	56	56	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

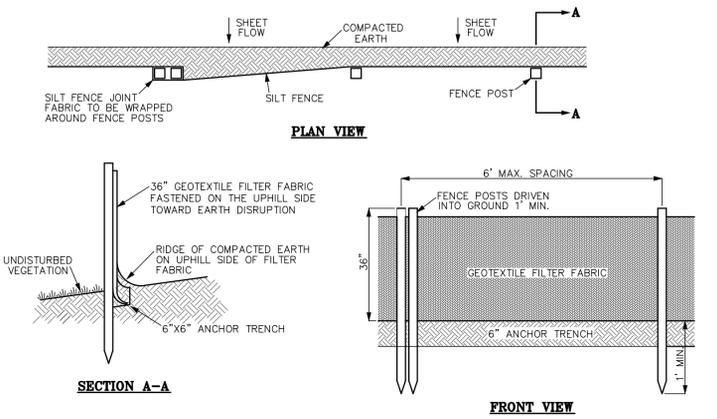
(2) APRON WIDTH FOR USE IN FLAT AREAS WHERE SHEET FLOW DESIRED



13 RIP RAP CROSS SECTION

NOT TO SCALE

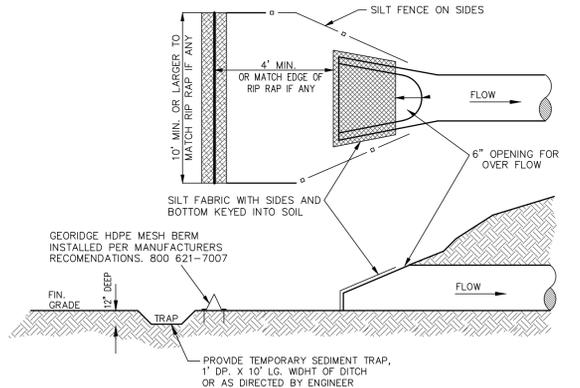
- NOTES:**
- GROUT RIP-RAP WITH A 6" THICK CEMENT SLURRY FOR SLOPES STEEPER THAN 20%; 5 ON 1.
 - PROVIDE ANIMAL GUARDS ON ALL STORM SEWER 15" DIA. OR GREATER, INCIDENTAL TO FES PIPE.
 - STORM DRAIN OUTLETS THAT DO NOT EMPTY INTO THE DETENTION BASIN SHALL HAVE INSTALLED A TEMPORARY SEDIMENT TRAP AT THE TERMINATION OF THE STORM SEWER (5'x10'x3' TYP.). UPON COMPLETION OF THE STABILIZATION WORK, THE SUMP AREA SHALL BE FILLED AND RIP-RAPPED.



55 SILT FENCE

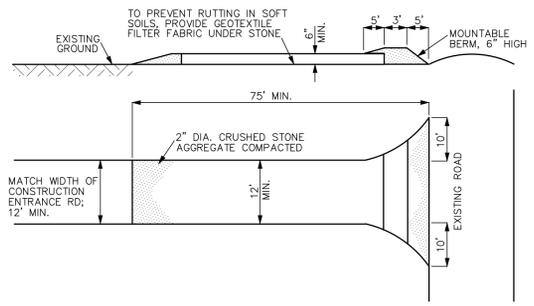
NOT TO SCALE

- NOTES:**
- REPAIR AND REPLACE SILT FENCE AS NEEDED, INCIDENTAL.
 - FIELD LOCATE SILT FENCE TO FOLLOW CONSTANT CONTOUR ELEVATIONS.
 - OVERLAP FENCES AT JOINTS.
 - INSTALL FILTER BERM AT LOW POINTS WHERE INDICATED ON PLANS.



43 TEMPORARY CULVERT SEDIMENT TRAP

NOT TO SCALE



14 MUD TRACKING CONTROL DEVICE

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

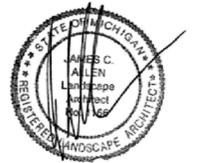
SUMMERFIELD
POINTE PUD

SOIL EROSION AND
SEDIMENTATION CONTROL
NOTES & DETAILS

CLIENT:	SCALE: AS NOTED
HEALY HOMES AT SUMMERFIELD LLC	PROJECT No.: 214159
1100 CORPORATE OFFICE DR., STE. 100	DWG NAME: 4159 SE
MILFORD, MICHIGAN 48381	ISSUED: FEB. 14, 2025
248-684-1699	

SE4

Seal: _____



Title: _____
Landscape Plan

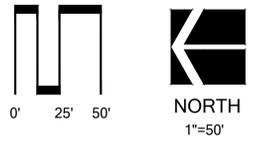
Project: _____
Summerfield Point Estates
 Genoa Township, Michigan

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

Revision: _____ Issued: _____
 Revised May 30, 2023
 Revised March 25, 2025

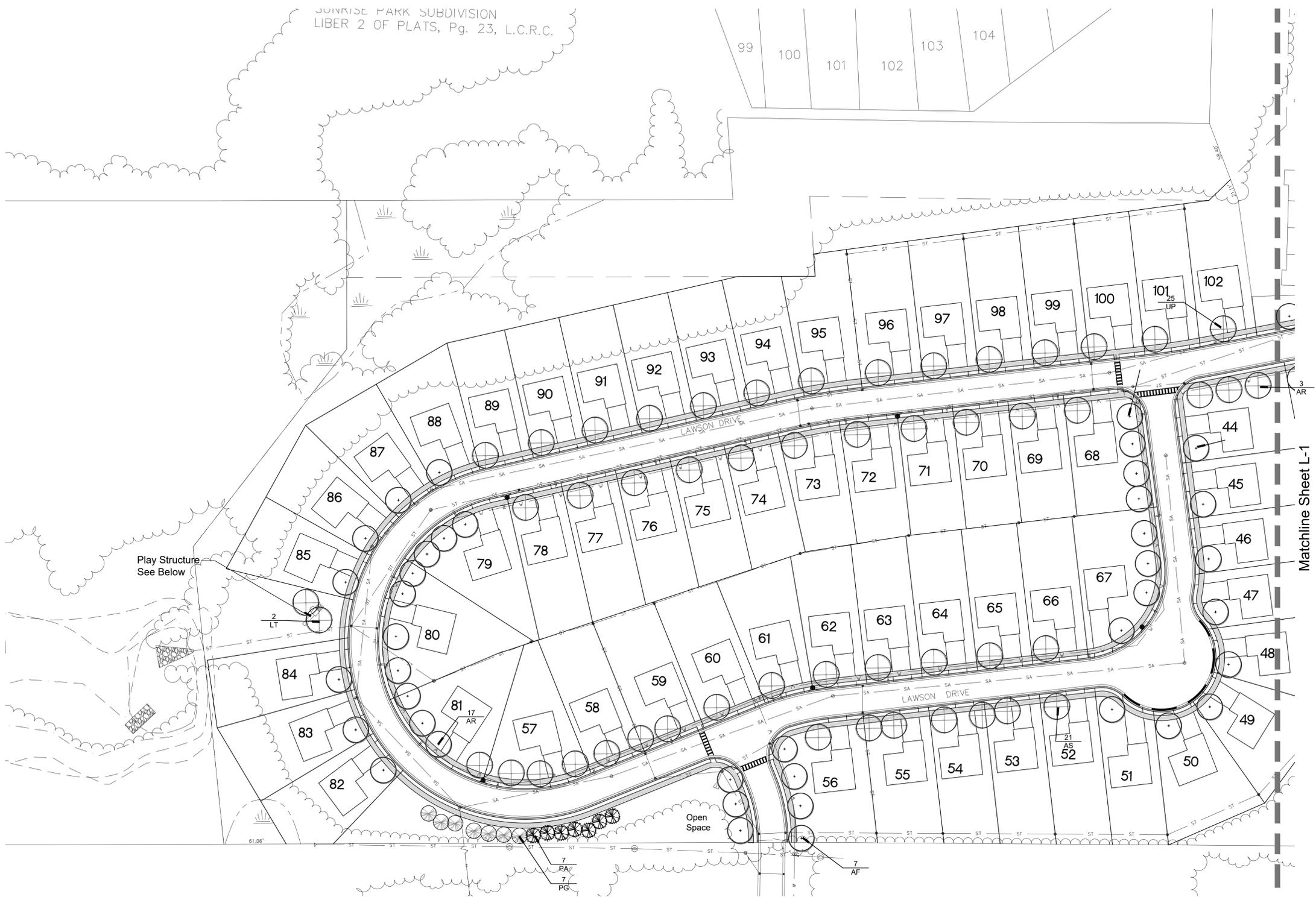
Job Number: _____
 21-068

Drawn By: _____ Checked By: _____
 jca jca



Sheet No. _____

L-2



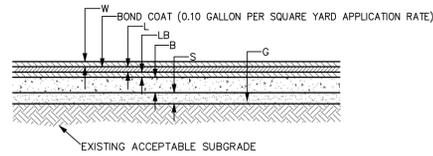
Plant List - This Sheet

sym.	qty.	botanical name	common name	caliper	spacing	root	height
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	21	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5"	as shown	B&B	
LT	2	Liriodendron tulipifera	Tulip Tree	2.5"	as shown	B&B	
PA	7	Picea abies	Norway Spruce		as shown	B&B	6'
PG	7	Picea glauca var. densata	Black Hills Spruce		as shown	B&B	6'
UP	25	Ulmus 'Pioneer'	Pioneer Elm	2.5"	as shown	B&B	
105 Trees Provided							

Play Structure



Port Liberty Play Structure
 by Playgroundequipment.com

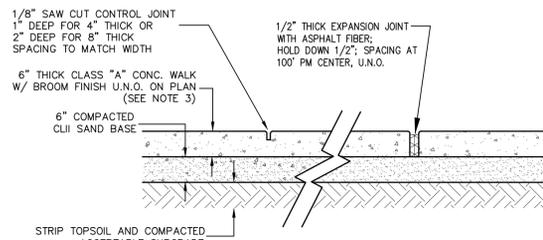


LAWSON ROAD BITUMINOUS PAVEMENT CROSS SECTION
NOT TO SCALE

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

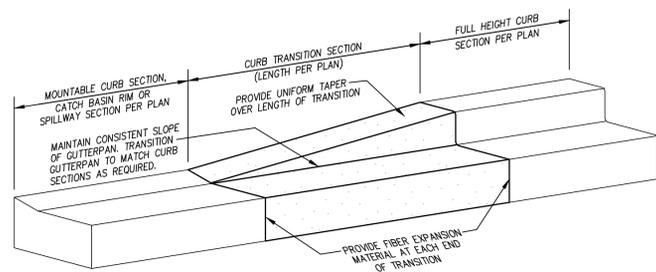
PAVEMENT NOTES:

- 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 MDOTS HMA SELECTION GUIDELINES.
- UNSUITABLE SOILS SUCH AS MUCK, PEAT, MARL, TOPSOIL, SILT OR OTHER UNSTABLE MATERIALS SHALL BE UNDERCUT AND REPLACED WITH COMPACTED SAND SUBBASE.
- AREAS OF FILL SHALL BE CONSTRUCTED TO GRADE USING 6" THICK LIFTS OF COMPACTED SAND SUBBASE.



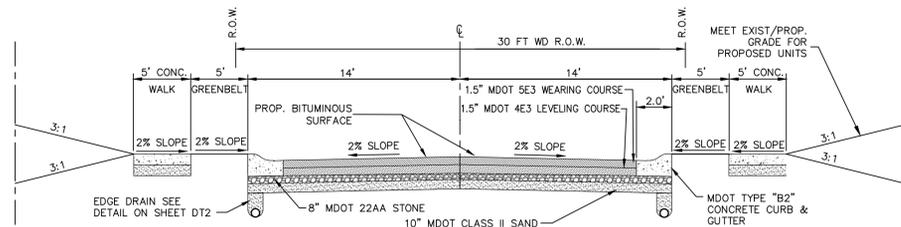
SIDEWALK CROSS SECTION
NOT TO SCALE

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

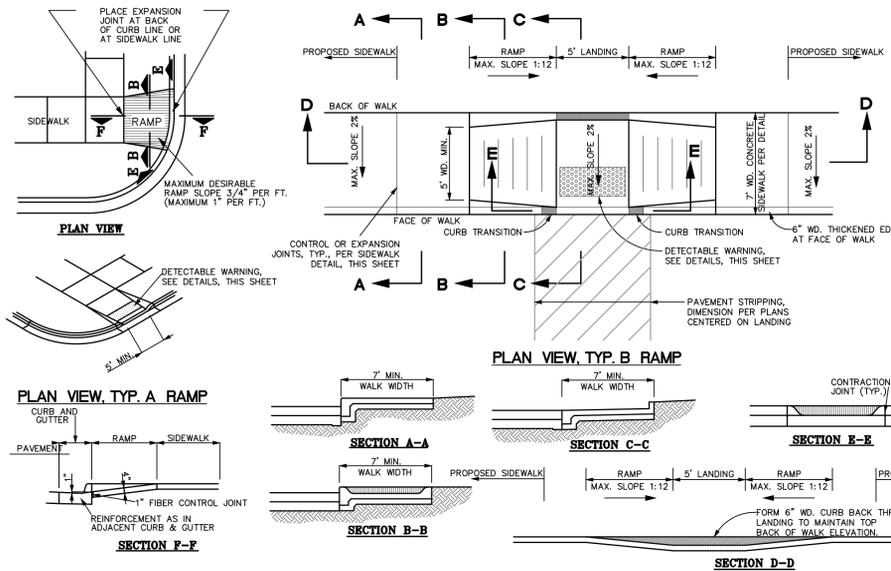


CURB TRANSITION DETAIL
NOT TO SCALE

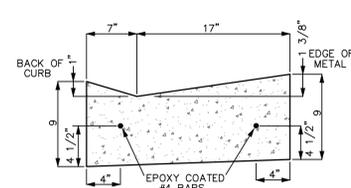
- NOTES:
- CURB TRANSITIONS SHALL BE SMOOTH. PROVIDE SPECIAL FORMING AND LABOR IF NEEDED. CURB TRANSITIONS ARE INCIDENTAL TO CURB WORK.
 - CONTRACTOR SHALL ADJUST THE ELEVATION OF THE TOP OF CURB AS NEEDED TO MAINTAIN THE GUTTER LINE AT A CONSTANT SLOPE BETWEEN THE DIFFERENT CURB CROSS SECTIONS.
 - WHEN PRESENT, THE CURB TRANSITION MAY BEGIN AT A CATCH BASIN OR PAVED SPILLWAY SECTION.



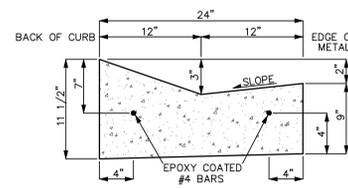
TYPICAL CROSS SECTION FOR LAWSON DRIVE & SUMMER RIDGE DRIVE PRIVATE ROADS
NOT TO SCALE



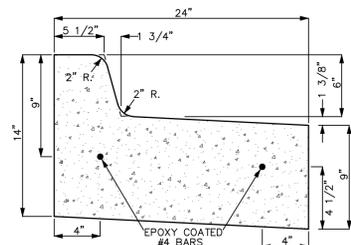
BARRIER FREE RAMP DETAILS
NOT TO SCALE



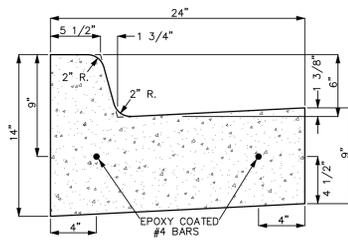
GUTTER PAN DETAIL FOR TYPE F4 CURB
NOT TO SCALE



3\"/>



MDOT TYPE F4 CURB REVERSE PITCH
NOT TO SCALE



MDOT TYPE F4 CURB
NOT TO SCALE

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPs ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPs SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPs SHALL ALSO BE PROVIDED AT MARKED AND/OR STABILIZED WID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPs WITH A RUNNING SLOPE LESS DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE, NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL, AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADII.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.5% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPs TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPs. THE LOCATION OF THE DRAINAGE STRUCTURES, WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2" ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE 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**
12-11-2007
R-28-J
SHEET 1 OF 1

CONCRETE CURB NOTES:

- Refer to the project plans for the proposed locations of the specific curb types.
- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the Private Road Construction Notes and/or Driveway and Parking Lot Construction Notes and the General Notes on the project plans for additional requirements.
- Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. Unless specified otherwise by the Local Municipality, concrete material shall be air-entrained and shall have a minimum 28-day class 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 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: HEALY HOMES AT SUMMERFIELD LLC
3696 SLEETH RD.
COMMERCE TOWNSHIP, MI 48382
(248) 684-1699

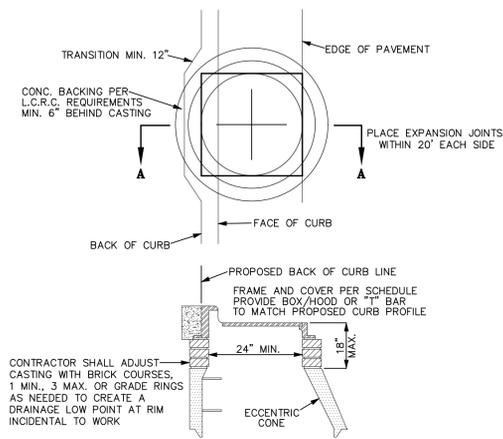
SCALE: AS NOTED
PROJECT NO.: 214159
DWG NAME: 4159 DT
ISSUED: FEB. 14, 2025

DT1

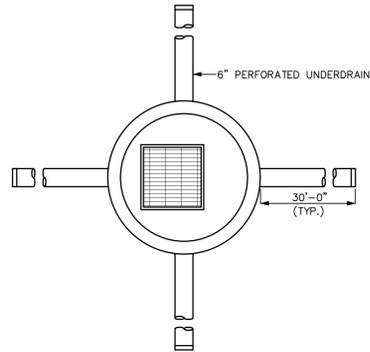
811
Know what's below.
Call before you dig.

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

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



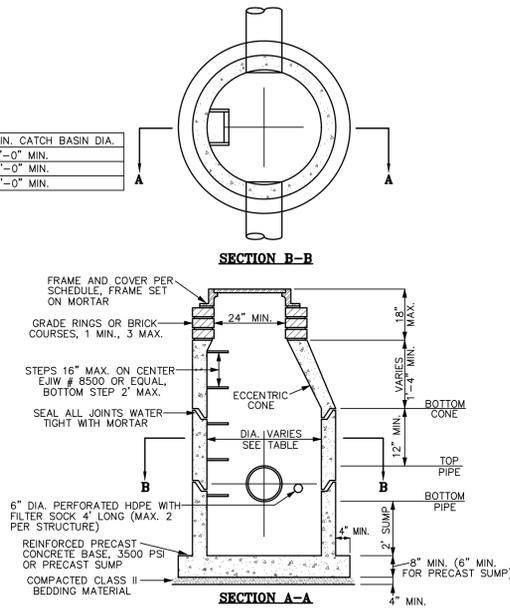
CURB LINE CASTING DETAIL
NOT TO SCALE



UNDER DRAIN CONNECTION DETAIL
NOT TO SCALE

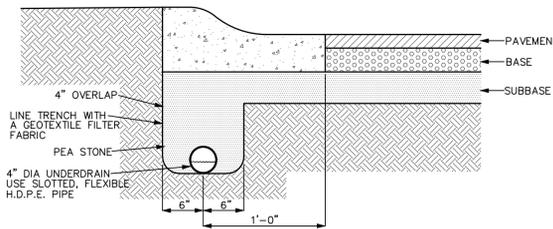
UNDERDRAIN NOTES:
FINGER DRAIN TO BE 6" DIA. PERFORATED PLASTIC PIPE LAID AT 1.0% SLOPE WITH UPSTREAM ENDS PLUGGED. POROUS STONE (PEA STONE) SHALL EXTEND FROM 4" BELOW UNDERDRAIN TO THE UNDERSIDE OF PAVEMENT SUBGRADE FOR THE LENGTH OF THE UNDERDRAIN. PROTECT ALL FROM HEAVY TRAFFIC AFTER INSTALLATION.

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



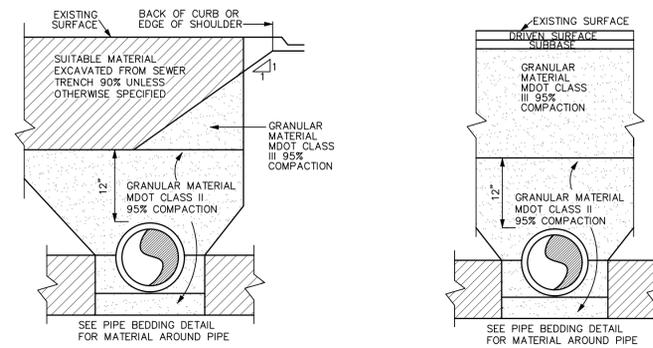
CATCH BASIN
NOT TO SCALE

- 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.



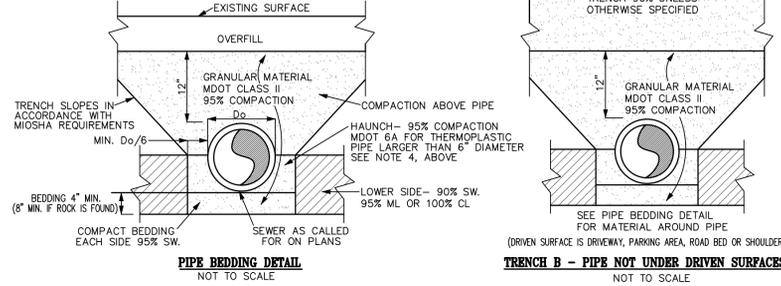
UNDERDRAIN DETAIL
NOT TO SCALE

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



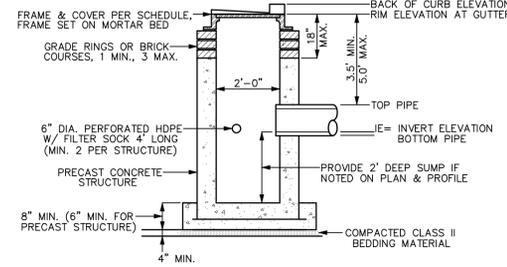
TRENCH A - PIPE UNDER OR WITHIN INFLUENCE OF DRIVEN SURFACE
NOT TO SCALE

- 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 COMPACTED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.
 - MATERIALS AROUND THERMO. PLASTIC PIPE WITH DIAMETER 6 INCHES SHALL PASS 0.5 INCH SIEVE. MATERIALS AROUND OTHER PIPES SHALL PASS 1.5 INCH SIEVE.



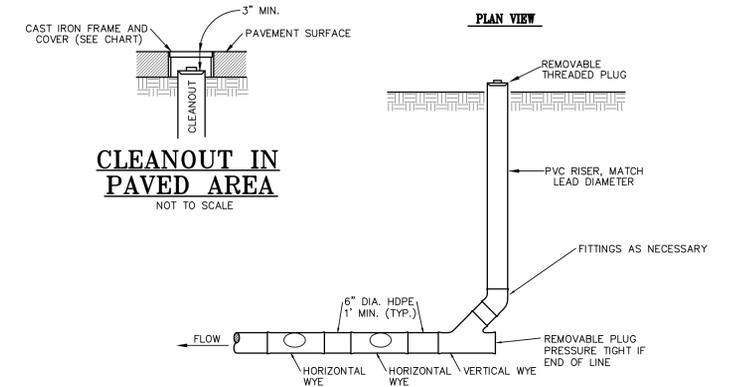
PIPE BEDDING DETAIL
NOT TO SCALE

TRENCH DETAILS
NOT TO SCALE



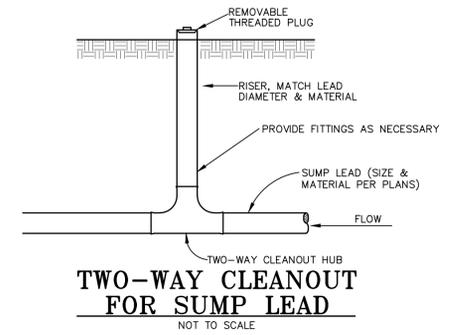
2' DIAMETER CATCH BASIN
NOT TO SCALE

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

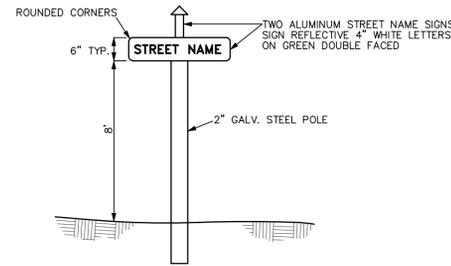
DESIGN:WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG						
CHECK: WMP						

SUMMERFIELD
POINTE PUD

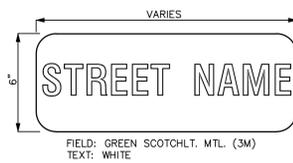
STORM SEWER
NOTES & DETAILS

CLIENT: HEALY HOMES AT SUMMERFIELD LLC 3696 SLEETH RD. COMMERCE TOWNSHIP, MI 48382 (248) 684-1699	SCALE: AS NOTED PROJECT No.: 214159 DWG NAME: 4159 DT ISSUED: FEB. 14, 2025
---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

DT2

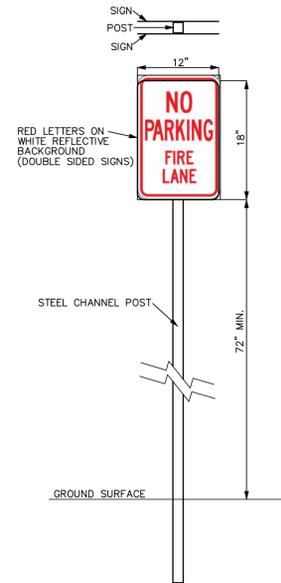


STREET NAME SIGN DETAIL
NOT TO SCALE



SIGN PANEL DETAIL
NOT TO SCALE

- NOTES:
- SIGN PANEL TO BE 12 GA. SINGLE FACE. MOUNT W/2 1/4" SOCKET HEAD BOLTS AND CEMENT ANCHORS, IF WALL MOUNTED.
 - 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.
 - PROVIDE GREEN STEEL SIGN POLE AND HARDWARE AS NEEDED FOR COMPLETE INSTALLATION. SEE SITE PLAN FOR QUANTITY AND LOCATION.

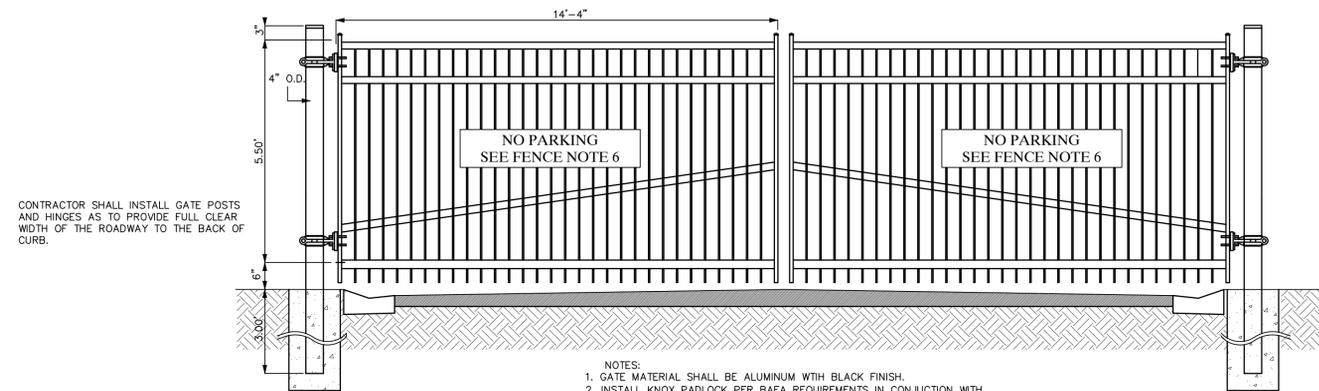


FIRE LANE SIGN POST DETAIL
NOT TO SCALE

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
	WI4-2	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:

- The fence shall be a decorative commercial grade 3-rail aluminum fence with square posts, rectangular rails and square pickets.
- The fence finish shall be black powder coat or E-coat applied by the fence Manufacturer.
- All hardware shall either stainless steel or hot dipped galvanized with a black finish matching the fence components.
- 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.
- The fence shall be assembled and installed in accordance with the Manufacturer's Specifications including proper coating and/or refinishing of drilled components.
- 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"
- 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.

CONTRACTOR SHALL INSTALL GATE POSTS AND HINGES AS TO PROVIDE FULL CLEAR WIDTH OF THE ROADWAY TO THE BACK OF CURB.

- NOTES:
- GATE MATERIAL SHALL BE ALUMINUM WITH BLACK FINISH.
 - INSTALL KNOX PADLOCK PER BAFA REQUIREMENTS IN CONJUNCTION WITH THE MAINTENANCE LOCK.



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

SUMMERFIELD
POINTE

SIGNAGE AND GATE
DETAILS

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

SCALE: AS NOTED
PROJECT No.: 214159
DWG NAME: 4159 DT
ISSUED: FEB. 14, 2025

DT3



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



Copyright 2022 Healy Homes. No reproduction or other use of these plans may be made without the written consent of Healy Homes Corp. Buyers choice of features and options are subject to stage of construction. In a continuing effort to enhance the product, Healy Homes reserves the right to modify or change floor plans, specifications, features or options without prior notice.



ASBURY HILL
ESTATES

The Cherrywood

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



ELEVATION - A



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

Sales Office (248) 773-7572

Sales Direct (248) 770-2488

www.healyhomes.com



Healy Homes L.L.C.

Copyright 2022 Healy Homes. No reproduction or other use of these plans may be made without the written consent of Healy Homes Corp. Buyers choice of features and options are subject to stage of construction. In a continuing effort to enhance the product, Healy Homes reserves the right to modify or change floor plans, specifications, features or options without prior notice.



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

Sales Office (248) 773-7572
 Sales Direct (248) 770-2488
www.healyhomes.com



Healy Homes L.L.C.

Copyright 2022 Healy Homes. No reproduction or other use of these plans may be made without the written consent of Healy Homes Corp. Buyers choice of features and options are subject to stage of construction. In a continuing effort to enhance the product, Healy Homes reserves the right to modify or change floor plans, specifications, features or options without prior notice.

ASBURY HILL
ESTATES

The Kent Lake

2805 SQ. FT. (65 SQ. FT. OPTIONAL BONUS ROOM)



ELEVATION - B2



LEFT ELEVATION



RIGHT ELEVATION

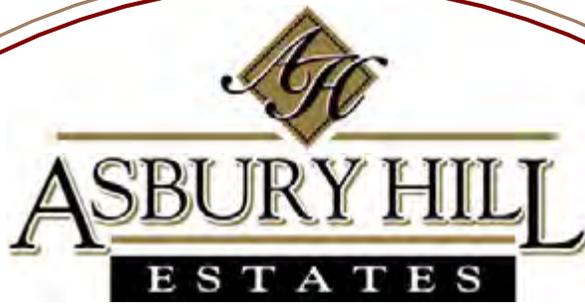


REAR ELEVATION

Sales Office (248) 773-7572
Sales Direct (248) 770-2488
www.healyhomes.com



Copyright 2022 Healy Homes. No reproduction or other use of these plans may be made without the written consent of Healy Homes Corp. Buyers choice of features and options are subject to stage of construction. In a continuing effort to enhance the product, Healy Homes reserves the right to modify or change floor plans, specifications, features or options without prior notice.



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



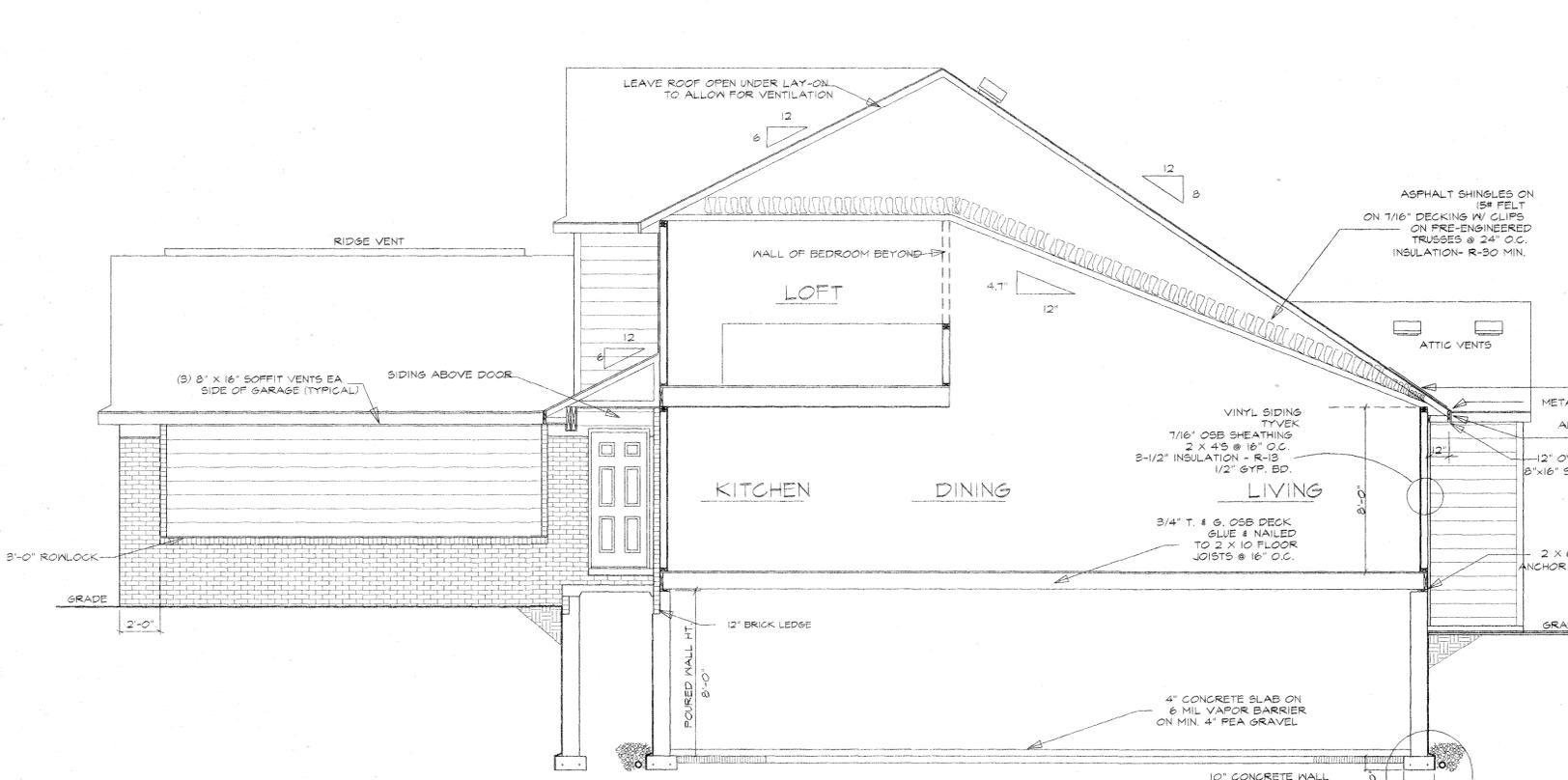
REAR ELEVATION

Sales Office (248) 773-7572
Sales Direct (248) 770-2488
www.healyhomes.com

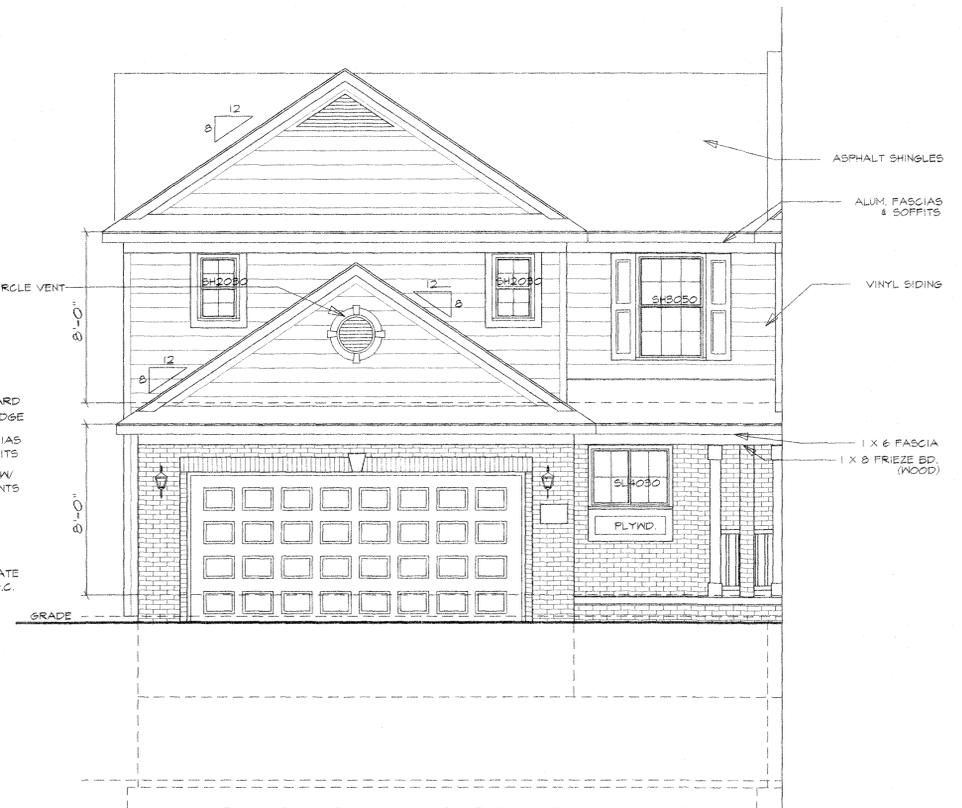


Healy Homes L.L.C.

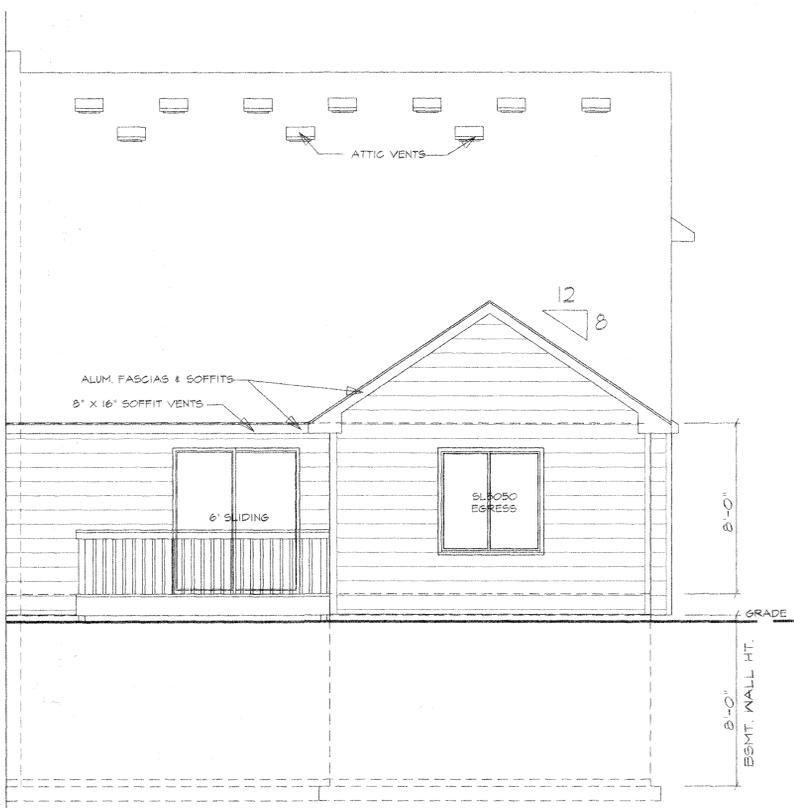
Copyright 2022 Healy Homes. No reproduction or other use of these plans may be made without the written consent of Healy Homes Corp. Buyers choice of features and options are subject to stage of construction. In a continuing effort to enhance the product, Healy Homes reserves the right to modify or change floor plans, specifications, features or options without prior notice.



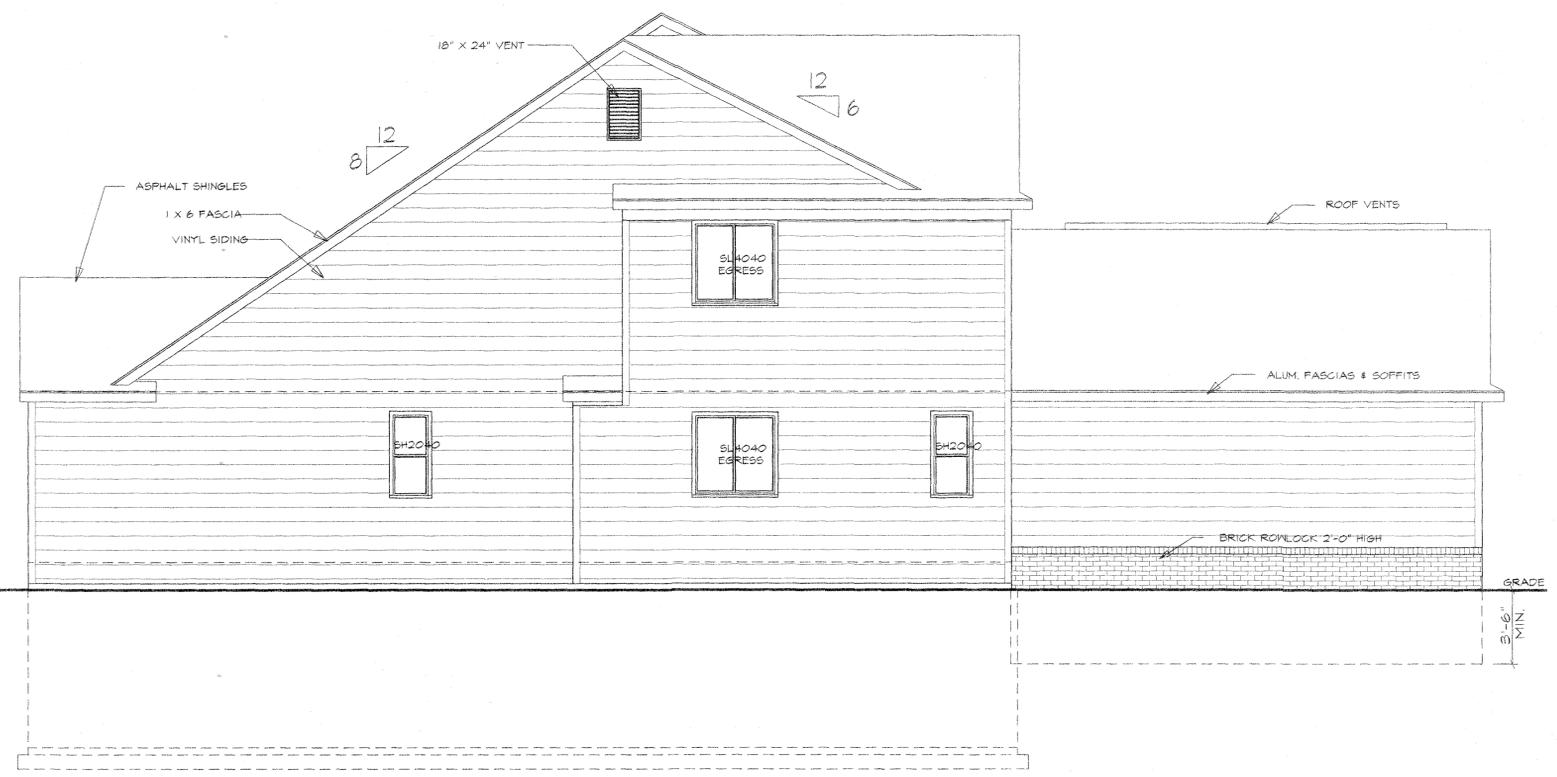
1 Building Section Unit #13
 A4.0 SCALE: 1/4" = 1'-0"



Front Elevation Unit #13
 SCALE: 1/4" = 1'-0"



Rear Elevation Unit #13
 SCALE: 1/4" = 1'-0"



Right Elevation Unit #13
 SCALE: 1/4" = 1'-0"

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

3646 Sixth Road, #48362
 Commerce Township, MI 48384
 Office: 248-684-1691

ALVIN ENGINEERING
 KEI NEN TU, P.E.
 CONSULTING ENGINEERS - STRUCTURAL
 23005 BRISTOL COURT
 BINGHAM PARKS, MI 48325-4703
 TEL: (248) 957-4485

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

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

PROJECT NO.
 2004-04

SHEET NO.
 A5.0

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

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

N. A. U. ENGINEERING
AND 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

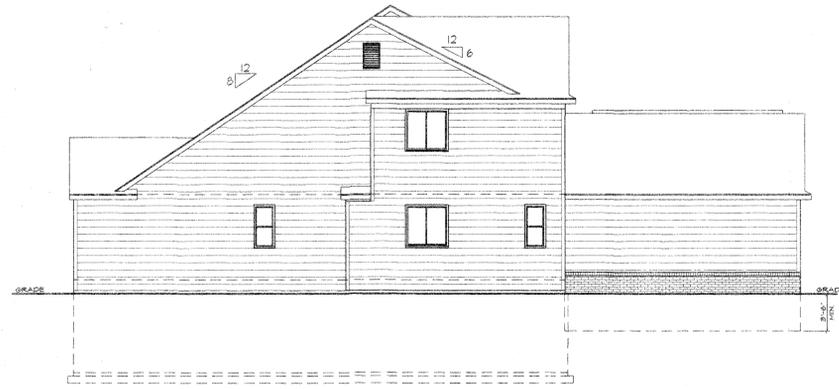
DRAWN	TRACED	CHECKED	APPROVED	DATE	PHONE
				8/11/03	(248) 477-1110

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

PROJECT NO.
2004-04

SHEET NO.
A3.0

OF



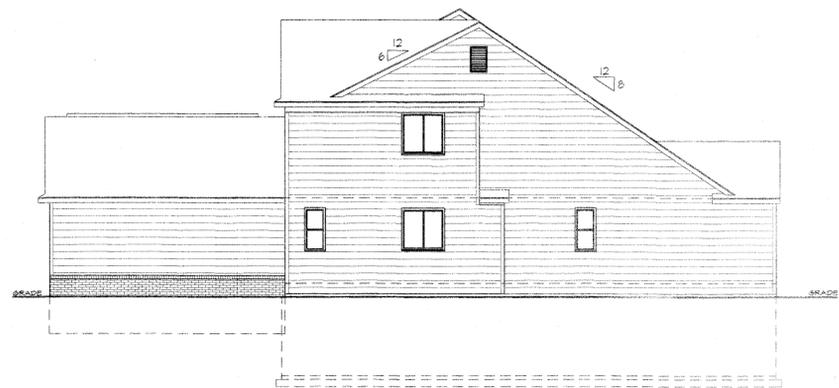
Left Elevation Building #4
SCALE: 1/8" = 1'-0"



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.



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: April 30, 2025
RE: Master Plan Update Proposal

The Township Board approved staff initiation of a Master Plan update at the December 16, 2024 meeting. On February 3rd, 2025, the Township Board partially approved a proposal from Giffels Webster for \$18,400 associated with the baseline services of the update process. The Board requested additional refinement of the proposal in regard to methodology and cost for public engagement.

Following the February meeting, Giffels Webster created and published the project website which is available at the following link:

<https://engage.giffelswebster.com/genoa-township-master-plan-update>

They also updated the initial proposal and attended the March Planning Commission meeting to gain input from the Commission, who is responsible for preparing and adopting the plan. I've attached a copy of the Planning Commission minutes from that meeting and also, I've provided a link here to the streamed meeting. The Master Plan discussion starts on the 1:15:40- [March 10 Planning Commission Meeting](#)

In response to input from the Commission and Township staff, Giffels Webster has submitted a further refined proposal which seeks to take a phased approach to the public input process. The proposal is attached on the following pages.

If the Board wishes to move forward with this proposal, I offer the following motion for your consideration:

Moved by _____, supported by _____ to approve an updated proposal dated April 16, 2025 from Giffels Webster to include an additional \$2,800 for public engagement including a project website, community survey and joint meeting and to include a \$3,680 contingency budget from General Fund, Planning & Zoning, Contractual Services Fund #101-701-802-000

Sincerely,

Kelly VanMarter

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

Updated April 16, 2025

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.

Public input. After discussions with the Township Board and Planning Commission, it is clear that everyone agrees on the need for a planning process that strives for a wide spectrum of community participation within the available resources of the Township. We propose a two phase approach that allows opportunities to cast a wide net for the first phase, and then narrow down the second phase outreach.

We recommend considering the Township in three districts: Genoa North (north of I-96), Genoa Southwest (south of I-96 and Howell schools), and Genoa Southeast (south of I-96 and Brighton schools) – see attached map. Understanding where people live will allow us to ensure even participation throughout the planning process, to the extent possible.

Phase 1:

- **Online Project Website & Survey.** Our team will develop an online platform for engagement and draft planning materials to be accessed via a link from the Township's website (home page is best). We will use this platform to share a series of short surveys (roughly 8-10 questions each) tied to the Master Plan goals as topics (e.g., housing, transportation, etc.) and roll them out to the community over a 3-4 week period via social media, email blasts, and flyers around town. Hard copy surveys can be made available at limited locations. We will work with staff to identify popular locations for the flyers and accessible locations for the paper surveys. The goal with this approach is to promote the survey widely and cover a range of planning topics (while aligning with the recent Master Plan goals and objectives).
- **Joint Meeting with Township Board & Planning Commission.** Our team will compile the results of the surveys and share with the Township Board and Planning Commission at a joint meeting. This meeting will focus on understanding the geographic representation of respondents, the areas of concern, and issues where more information from the community may be desirable. The outcome of this meeting is to develop the scope for Phase 2. Additional engagement tools include those presented previously.

Cost for Phase 1: \$2800

The remainder of this scope is unchanged from February 2025.

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. **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

4. 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.

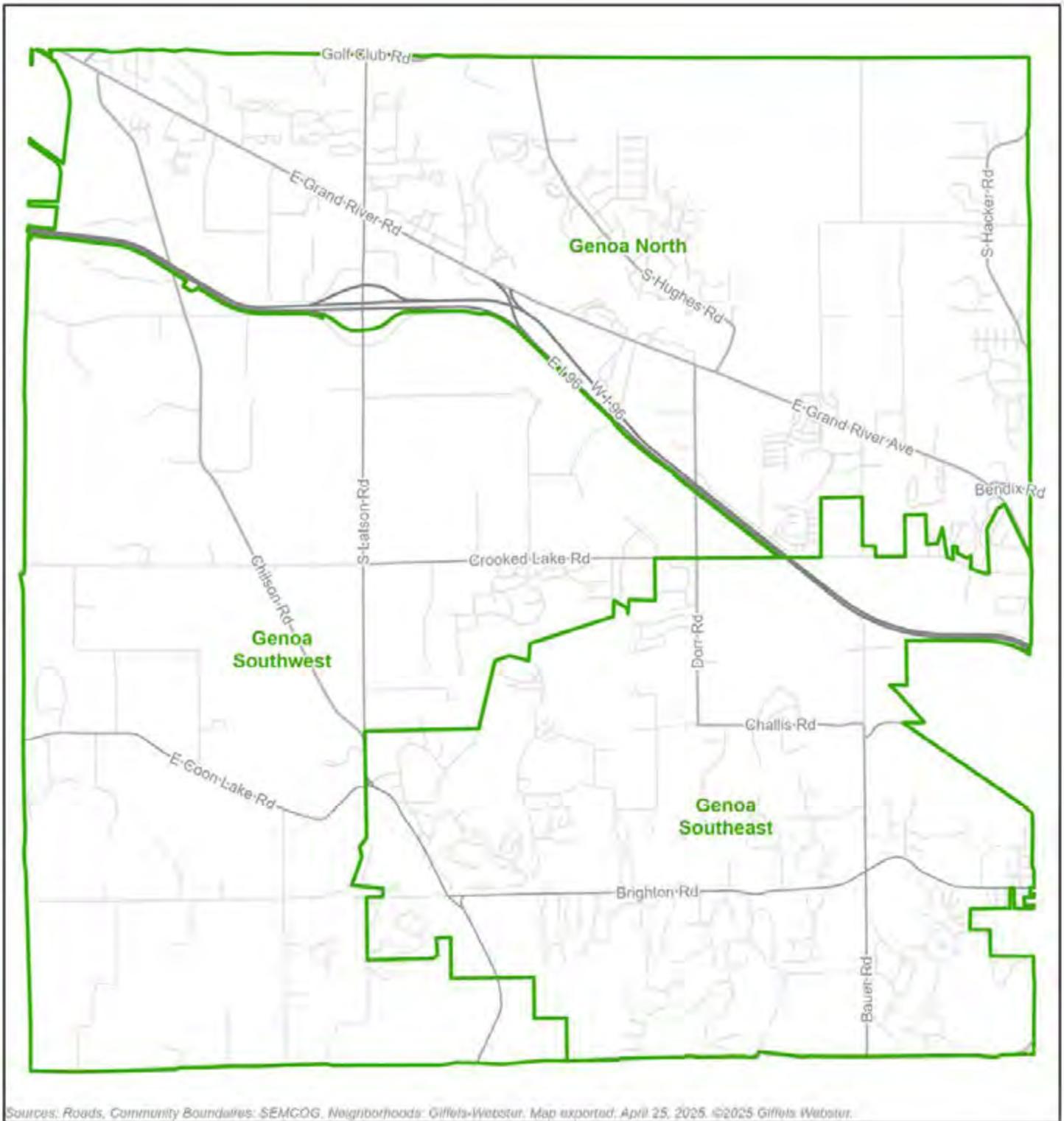
Meetings: Two - One public hearing for the Master Plan (Planning Commission) and presentation to the Township Board

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.

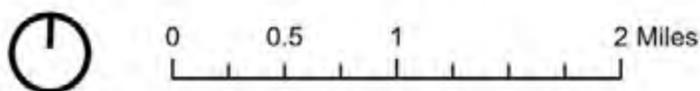
Some of the above noted elements may be conducted concurrently. We estimate the above scope of work to take approximately 12-13 months, depending on the Township's meeting schedule and availability, as well as on the required public hearing timetables. We will work with Genoa Township to refine the work 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.



- | | | |
|-------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------|
|  | Genoa Twp | Roads |
|  | Neighborhoods |  Interstate |
| | |  Major |
| | |  Minor |
| | |  Local Road |

Planning Neighborhoods – 2025

Genoa Township





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

Trustees,

Genoa Township is in need of an updated cemetery ordinance to address some questions and concerns our residents have.

For your consideration, I offer this introduction to a cemetery ordinance for review and approval at our next board meeting. The existing cemetery rules and regulations can be found on our website at the following link: <https://www.genoa.org/departments/clerk/cemetery>. This proposed ordinance would repeal and replace these regulations with a single comprehensive ordinance. Please consider this ordinance to replace what the current regulations state.

Thank you,

Janene Deaton
Clerk

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

CEMETERY ORDINANCE 250519 (proposed)
GENOA CHARTER TOWNSHIP CEMETERY ORDINANCE

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, and management of cemeteries owned by the Genoa Charter Township (herein after referred to as "Township"), Livingston County, Michigan; to provide penalties for the violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith.

GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, ORDAINS:

Section 1: Title

This ordinance shall be known and cited as the Genoa Charter Township Cemetery Ordinance under the care and custody of the Township Board of Trustees.

Section 2: Purpose and Intent

The Genoa Charter Township Board recognizes and concludes that the proper and reasonable maintenance, appearance and use of the cemetery or cemeteries owned or controlled by the Township is an important function of the government of the Township. It is also important that burials, disinterments and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health and general welfare of the community. The Township Board finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the Township.

Section 3: Definitions

- (a) "Burial site" - Burial sites shall consist of a land area four (4) feet wide and ten (10) feet in length sufficient to accommodate one burial space for one deceased person. Exceptions may be made with Township permission to accommodate infant burial or the burial of cremains.
- (b) "Infant" - Infant means someone who is two years or younger at the time of death.
- (c) "Sexton" – The Sexton is appointed by the Township Clerk and is responsible for cemetery maintenance, grounds keeping and burials.
- (d) "Clerk" – Shall be the elected Clerk of Genoa Charter Township and whom maintains records and sells plots.

Section 4: Sale of Plots

Hereafter, cemetery plots shall be sold only to residents or taxpayers of the Township and/or their immediate family which is described as follows: spouse, parent, grandparent, children, grandchildren, step-children and foster children of the original plot owners. The term also includes "great" to the above where applicable for the purpose of the burial of such purchaser or his or her heirs at law or next of kin.

No sale shall be made to funeral directors or others than as heretofore set forth. The Township Clerk, however, is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses sufficient personal reason for burial within the Township through previous residence in the Township or relationship to persons interred therein.

All such sales shall be made on a form approved by the Township Board, which grants a right of burial only and does not convey any other title to the plot or burial space sold. Such form shall be executed by the Township Clerk.

Section 5: Transfer of Burial Right

Burial rights may only be transferred to those persons eligible to be original purchasers of cemetery plots or burial spaces within the Township and may be effective only by an endorsement of an assignment of such burial permit upon the original burial permit form issued by the Township Clerk, approved by said Clerk, and entered upon the official records of said Clerk. Upon such assignment, approval and record, said Clerk shall issue a new burial permit to the assignee and shall cancel and terminate upon such records, the original permit thus assigned.

Section 6: Purchase Price

Grave sites may be purchased for \$400.00 each for residents and \$600.00 for non-residents. Cremation sites may be purchased for \$200.00. Transfer price \$100.00.

From time to time, the Township Board of Trustees shall determine the purchase price and transfer fees and in setting such fees should consider the need to accommodate all costs and needed reserve funds for cemetery maintenance and acquisition. The required charges shall be paid to the Township Treasurer and shall be deposited in the cemetery fund for the particular cemetery involved in the sale or transfer.

Section 7: Grave Opening Charges

Opening and closing of any burial plot, prior to and following a burial therein, and including the interment of ashes, shall be at a cost to be determined by the grave-digger who serves the Township and sets the fees related to his or her service. A minimum of 3 business days advance notice shall be given of any funeral to allow for the opening of the burial plots.

All caskets shall be installed in an approved grave liner so that the grave will not sink and shall be within a standard concrete or metal vault installed or constructed within each burial plot before interment. Wood rough boxes will not be allowed for any burial.

Cremation remains shall be interred within an approved container.

No burial plots shall be opened and closed except under the direction and control of the Sexton and Clerk. This provision shall not apply to proceedings for the removal and re-interment of bodies and remains, which matters are under the supervision of the local health department.

All fees prior to and following a burial, including the interment of ashes, shall be paid in advance to the Township.

Section 8: Markers or Memorials

The Sexton and Clerk must be notified before any stone is placed.

Monuments will not exceed 30" height x 40" in width per site, or 30" height x 60" width if two sites adjacent to each other are purchased.

All markers, monuments, or memorials must be of stone or other equally durable composition and shall be approved by the Clerk.

Markers shall be located as follows:

- At the head of the grave as platted; No nearer than four (4) inches from a plot; Inscriptions shall read from the same direction and shall be facing the same direction as the markers and memorials around them.
- No more than one marker shall be placed at any one grave or one marker or memorial in total where two adjoining spaces share that one marker or memorial. No marker shall embrace 2 or more graves, except on a 2 or 3 grave plot and then a double or triple grave marker is permitted.
- One (1) flag holder is allowed for each grave of a veteran.
- One in ground flush mount floral vase is allowed per burial site.
- No Mausoleums shall be allowed.
- Grave Curbing is expressly prohibited.
- Grave ledgers are prohibited.

The use of traditional monuments or markers is mandated and will maintain the existing character of the cemetery. Any large upright monuments must be located upon a suitable foundation to maintain the same in an erect position. All foundations will be placed with approval of the Sexton and Clerk. The footing or foundation upon which any monument, marker or memorial must be placed shall be constructed in accordance with Township approval and at cost to the owner of the burial right.

Payment must be made in advance of work commencing. Those persons engaged in placing monuments and markers shall provide planking adequate to protect turf and shall remove materials and equipment immediately upon completion of work. The site shall be left in a clean, orderly condition. Markers and monuments will not be permitted to be delivered to plots until a proper order for a foundation installation has been placed.

The maintenance, repair and upkeep of a cemetery memorial, marker, urn or similar item is the responsibility of the heirs or family of the person buried at that location. The Township has no responsibility or liability regarding the repair, maintenance or upkeep regarding any such marker, memorial, urn or similar item.

Section 9: Interment Regulations

Unless otherwise provided herein, only one (1) person shall be buried in a burial space, except for a parent and infant child or two (2) infants buried at the same time when approved by the Township. A single grave site will provide for the remains of one person (full burial) and a cremation. A single grave site may also provide for the remains of two cremations.

The appropriate permit for the burial space involved, together with appropriate identification of the person to be buried therein, where necessary, shall be presented to either the Sexton or the Clerk prior to interment. Where such permit has been lost or destroyed, the Sexton and Clerk shall be satisfied, from his or her records, that the person to be buried in the burial space is an authorized and appropriate before any interment is commenced or completed.

All graves shall be located in an orderly and neat appearing manner within the confines of the burial space involved.

Section 10: Ground Maintenance

Grading, leveling, or excavating upon burial space is strictly prohibited without the permission of the Sexton and Clerk.

The planting of hedges is strictly prohibited. Existing hedges will be removed whenever they become unsightly or encroach upon an adjoining plot or path.

No flowers, shrubs, trees or vegetation of any type shall be planted without the approval of the Sexton and Clerk. Any of the foregoing items planted without such approval may be removed by the Township or those providing perpetual care of the cemetery without notice.

Fresh Cut flowers are permitted only in approved receptacles installed flush with the lawn surface.

No elevated mounds shall be built over graves and shall not be filled above the grade established by the Township which hinder the free use of a lawn mower or other gardening apparatus are prohibited.

The Township or those providing perpetual care shall have the right and authority to remove and dispose of any and all growth, emblems, displays or containers therefor that through decay, deterioration, damage or otherwise become unsightly, a source of litter or a maintenance problem.

- The following items are prohibited: Roping, fences, curbing, steps, benches, steps, any structure made of wood;
- Artificial flowers, toys, dolls, or other man-made objects used as grave decorations;
- Glass jars or bottles as receptacles;
- Surfaces other than earth or sod are prohibited.

Arches for hanging baskets and urns are permitted only if properly installed adjacent to head stone and/or monument.

Winter decorations must be removed from graves no later than April 15th following the winter holidays. All grave decorations shall be consistent with the character of the existing cemetery and any decorations inconsistent with the character of the cemetery maybe removed without notice. All refuse of any kind or nature including dried flowers, wreaths, papers, and flower containers may be removed without notice.

Section 11: Forfeiture of Vacant Cemetery Plots or Burial Spaces

Cemetery plots sold and remaining vacant 50 years from the date of their sale shall automatically revert to the Township upon occurrence of the following events:

- (a) Notice shall be sent by the Clerk by first class mail to the last known address of the last owner of record informing of the expiration of the 50-year period and that all rights with respect to said plots will be forfeited if he/she does not affirmatively indicate in writing to the Clerk within 60 days from the date of mailing of the within notice his/her desire to retain said burial rights.
- (b) Provided that no written response to said notice indicating a desire to retain the cemetery plots in question is received by the Township Clerk from the last owner of record of said plots, or his/her heirs or legal representative, within 60 days from the date of mailing of said notice the cemetery plot shall automatically revert to the Township.

Section 12: Repurchase of Plots or Burial Spaces

The Township will repurchase any cemetery plots from the owner for the original price paid to the Township upon written request of said owner or his/her legal heirs or representatives provided that the original "Right of Burial" is returned or other documents showing the person identified in section 3 has been or will be buried in a different location.

Section 13: Records

The Township Clerk shall maintain records concerning all burials, issuance of Right of Burial permits, separate and apart from any other records of the Township and the same shall be open to public inspection at all reasonable business hours. Genoa Township does not keep track of cemetery plots that St. George Lutheran Church maintains.

Section 14: Cemetery Hours

The cemetery shall be open to the general public from dawn to dusk each day. No person shall be permitted in the Township cemeteries at any time other than the foregoing hours, except upon permission of the Sexton or Clerk. Possession or use of alcoholic beverages, including beer and wine is prohibited.

Section 15: Trespass

Any person entering upon or loitering within a Township cemetery at any time other than the stated open hours, except with permission of the cemetery Sexton or the Clerk, shall be deemed guilty of trespass on restricted property and shall be subject to penalties for that offense as allowed by law.

Section 16: Vandalism

Any person willfully damaging or destroying markers, monuments, memorials or any improvements to a Township cemetery shall be deemed guilty of vandalizing public property and shall be subject to penalties for that offense as allowed by law.

Section 17: Penalties

Any person, firm or corporation who violates any of the provisions of the within ordinance shall be guilty of a civil infraction, punishable by a fine of up to \$100.00. Each day that a violation exists, or continues to exist, shall constitute a separate offense. Any proceedings thereunder shall not prevent civil proceedings for abatement and termination of the activity complained of.

Section 18: Severability

The provisions of the within ordinance are hereby declared to be severable and should any provision, section or part thereof be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decision and shall not affect or invalidate the remainder of such ordinance which shall continue in full force and effect.

Section 19: Disclaimer of Township Liability and Responsibility

Every person who enters, remains in and travels within a Township Cemetery does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township Cemetery. Furthermore, the Township is not responsible for any damage or vandalism to, theft of or deterioration of any burial monument, headstone, flower urn or other item placed at or near a cemetery plot, burial site or anywhere in a Township cemetery. Repair and/or replacement is the responsibility of the family of the deceased.

The purchaser or transferee of any cemetery plot or the equivalent (and all subsequent transferees, assigns, heirs, or beneficiaries) hereby releases, waives, indemnifies and holds harmless the Township for, from and against an injury, damages, causes of action, claims, costs and expenses associated with, relating to the cemetery involved. Such waiver, release and hold harmless provision shall apply not only to the Township, but also as to the Sexton/Clerk and any Township employee, officer, official or agent.

Section 20: Effective Date

This ordinance shall take effect on _____, 2025. All ordinances or parts of ordinances or Rules and Regulations in conflict herewith are hereby repealed. This ordinance supersedes any previous ordinances.

The above Ordinance was offered for adoption by _____ and supported by _____

Yeas:

Nays:

Absent:

Certification

I hereby declare that the above is a true copy of an ordinance adopted by the Genoa Charter Township Board at a regular meeting held on _____, 2025 at 6:30 p.m. at the Genoa Township Hall, pursuant to required statutory procedures

Signed: _____ Date _____

Janene Deaton, Clerk
Genoa Charter Township

Cemetery – Ordinance no 250519



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Amy Ruthig, Planning Director
DATE: April 28, 2025
RE: Art. 7, Art. 14, Art. 18 Ordinance Amendments In regards to Drive-through restaurants Ordinance No. Z-25-05

In consideration of the recommendation by the Township Planning Commission on March 10, 2025 and the Livingston County Planning Commission on April 16th, 2025 please find attached the proposed text amendments for your review. The proposed zoning text amendment is to amend Zoning Ordinance Section 7.02 Schedule of Commercial Uses and Section 7.02.02 Permitted and Special Land Uses within Article 7 entitled Commercial and Service District”, Section 14.06 Off-Street Parking Space Design Standards and Setback Requirements within Article 14 entitled “Parking and Loading-Unloading Standards and Article 18.07.09 Traffic Impact Study within Article 18 entitled “Site Plan Review” as related to Drive-Through restaurants.

The proposed zoning text amendments was precipitated by recent requests for drive-through restaurants and at the Planning Commission request. The current Zoning Ordinance requires that proposed drive-through restaurants are allowed by special use in the Regional Commercial District (RCD) only and was required to be setback a minimum of five hundred feet (500) feet from any other lot containing a drive-through. The amendment is to allow a drive-through restaurant by special use in the General Commercial District (GCD) and to remove the five-hundred (500) foot setback requirement if certain criteria is met.

As required pursuant to the Charter Township Act (Act 359 of 1947) and the Michigan Zoning Enabling Act (Act 110 of 2006) the board has introduced and staff has published notice of the proposed text amendment. Consideration for adoption is therefore requested. If the Board is in support of the proposed ordinance I offer the following motion for your consideration:

Please note the ordinance requires adoption by a majority of the membership on roll call vote.

Moved by _____, supported by _____ to **approve** and adopt Ordinance Number Z-25-05 amending Zoning Ordinance Section 7.02 Schedule of Commercial Uses and Section 7.02.02 Permitted and Special Land Uses within Article 7 entitled Commercial and Service District”, Section 14.06 Off-Street Parking Space Design Standards and Setback Requirements within Article 14 entitled “Parking and Loading-Unloading Standards and Article 18.07.09 Traffic Impact Study within Article 18 entitled “Site Plan Review” as related to Drive-Through restaurants.

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

Best Regards,

Amy Ruthig
Planning Director

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

ORDINANCE #Z-25-05

AN ORDINANCE TO AMEND ZONING ORDINANCE SECTION 7.02 SCHEDULE OF COMMERCIAL USES AND SECTION 7.02.02 PERMITTED AND SPECIAL LAND USES WITHIN ARTICLE 7 ENTITLED “COMMERCIAL AND SERVICE DISTRICT”. SECTION 14.06 OFF-STREET PARKING SPACE DESIGN STANDANDS AND SETBACK REQUIREMENTS WITHIN ARTICLE 14 ENTITLED “PARKING AND LOADING-UNLOADING STANDARDS AND ARTICLE 18.07.09 TRAFFIC IMPACT STUDY WITHIN ARTICLE 18 ENTITLED “SITE PLAN REVIEW”

THE TOWNSHIP OF GENOA ORDAINS:

SECTION 1: SHORT TITLE: This Ordinance shall be known as the “2025 Amendment to Zoning Ordinance Article 7 entitled Commercial and Service Districts”, Article 14 entitled “Parking and Loading-Unloading Standards”, and Article 18 entitled “Site Plan Review”.

SECTION 2: SUMMARY OF ORDINANCE: Pursuant to the Michigan Zoning Enabling Act (P.A. 110 of 2006), notice is hereby given that an ordinance to amend the Zoning Ordinance regulating the development and use of land in Genoa Charter Township has been adopted by the Township Board on _____, 2025. The Board conducted the second reading and approved Ordinance #Z-25-05 to adopt the ordinance and amend the Zoning Ordinance of the Charter Township of Genoa by amending Article 7 Commercial and Service Districts, Article 14 Parking and Loading-Unloading Standards and Article 18 Site Plan Review. The following provides a summary of the regulatory effect of the ordinance.

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	--	--	S	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 or zoning district, 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~~ (910) 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.

SECTION 3: REPEALOR: All ordinances or parts of Ordinances in conflict herewith are repealed.

SECTION 4: SEVERABILITY: Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

SECTION 5: SAVINGS: This amendatory ordinance shall not affect violations of the Zoning Ordinance or any other ordinance existing prior to the effective date of this Ordinance and such violation shall be governed and shall continue to be separate punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

SECTION 6: EFFECTIVE DATE: These ordinance amendments were adopted by the Genoa Charter Township Board of Trustees at the regular meeting held _____, 2025 and ordered to be given publication in the manner required by law. This ordinance shall be effective seven days after publication.

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

Ayes:
Nays:
Absent:

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 2025.

Janene Deaton
Township Clerk

Kevin Spicher
Township Supervisor

Township Board First Reading:	April 21, 2025	
Date of Posting of Ordinance:	April 22, 2025	(Proposed)
Date of Publication of Proposed Ordinance:	April 18, 2025	(Proposed)
Township Board Second Reading and Adoption:	May 5, 2025	(Proposed)
Date of Publication of Ordinance Adoption:	May 11, 2025	(Proposed)
Effective Date:	May 18, 2025	(Proposed)

5) Request for approval of Resolution #4 - Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for May 5, 2025, and Directing the Issuance of Statutory Notices for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). (Roll Call)

Moved by Bill Reiber, supported by Rick Soucy to approve Resolution #4 - Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing for May 5, 2025, and Directing the Issuance of Statutory Notices for the Edwin Drive Road Maintenance Special Assessment Project (Summer tax 2025). **The motion carried unanimously with a roll call vote (Hunt – yes; Reiber – yes; Walker – yes; Hovarter – yes; Soucy – yes; Deaton – yes; Spicher – yes).**

6) Request for approval of a Resolution as required by MCL.432.102 for to recognize Limited Edition Baton Team USA Fundraising Club as a nonprofit organization operating in the Township for the purpose of obtaining a Charitable Gaming License. (Roll Call)

Ms. VanMarter indicated that this is a step in the process for them to get approval from the State. The Township is asked to recognize them as a non-profit.

Moved by Robin Hunt, supported by Todd Walker to approve a Resolution as required by MCL.432.102 for to recognize Limited Edition Baton Team USA Fundraising Club as a nonprofit organization operating in the Township for the purpose of obtaining a Charitable Gaming License. **The motion carried unanimously with a roll call vote (Soucy – yes; Hovarter – yes; Walker – yes; Reiber – yes; Hunt – yes; Spicher – yes; Deaton – yes).**

7) Request for the introduction of proposed Ordinance Number Z-25-05 and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, May 5, 2025 for the purpose of considering proposed Zoning Ordinance text amendments to Article 7 entitled “Commercial and Service Districts”, Article 14 entitled “Parking and Loading-Unloading Standards” and Article 18 entitled “Site Plan Review” as related to Drive-Through Restaurants.

Ms. VanMarter stated that these changes are to expand the option for drive through restaurants subject to special land use authorization in the General Commercial District. The amendments also include conditions and restrictions to ensure that nuisance impacts and traffic are considered when siting such uses. Approval this evening would schedule consideration of this item for the May 5th meeting.

Mr. Spicher indicated that this change might give additional flexibility to help generate new businesses in the Grand River corridor which is something residents would like to see.

Moved by Rick Soucy, supported by Candie Hovarter to introduce Ordinance Number Z-25-05 and to set the meeting date for considering the proposed ordinance for adoption before the Township Board on Monday, May 5, 2025 for the purpose of considering proposed Zoning

Ordinance text amendments to Article 7 entitled "Commercial and Service Districts", Article 14 entitled "Parking and Loading-Unloading Standards" and Article 18 entitled "Site Plan Review" as related to Drive-Through Restaurants. **The motion carried unanimously.**

- 8) Consideration of a request to approve a proposal from KP Elite Cleaning for cleaning services at the Township Hall building, park pavilion restrooms and park grounds with an initial one time only deep cleaning cost not to exceed \$2,400 and a monthly cost not to exceed \$4,250 from General Fund, Building and Grounds, Repairs and Maintenance fund #101-265-934-060 effective for one year starting on May 1, 2025.**

Mr. Spicher indicated that he and Ms. Deaton have been working on getting these proposals for the Board to review. They invited 6 bidders and received bids from 4. All of the bidders were excellent. The preferred contractor is recommended because they were able to clean in the morning which will be great convenience since it will not conflict with evening meetings and also, they are a veteran owned company. Ms. Deaton stated this would save the Township \$1000 each month.

Mr. Reiber asked what happens at the end of the one-year contract. Ms. Deaton responds that they will either renew the contract or go out to bid. Mr. Reiber asked if they would agree to a 2-year rate lock. Mr. Spicher will inquire with them.

Moved by Rick Soucy, supported by Janene Deaton to approve the proposal from KP Elite Cleaning for cleaning services at the Township Hall building, park pavilion restrooms and park grounds with an initial one time only deep cleaning cost not to exceed \$2,400 and a monthly cost not to exceed \$4,250 from General Fund, Building and Grounds, Repairs and Maintenance fund #101-265-934-060 effective for one year starting on May 1, 2025. **The motion carried unanimously.**

- 9) Request for approval to renew the Memorandum of Understanding with Howell Parks and Recreation (HAPRA) for park maintenance services and support for \$1,000 per month plus hourly rates for additional work orders and reimbursement of supplies.**

Ms. VanMarter described that this a renewal of a program that has been very successful. The ability to put in work orders for special projects has worked very well. The changes to the renewal are to include the cost of reimbursement for supplies which will not exceed \$700 for the year and a 30-day notice for termination.

Ms. Hunt felt that the program was a huge success and having them on site and inspecting the playground was a huge benefit. Of particular note was the identification and treatment of bee and wasp nests on the property.

Moved by Robin Hunt, supported by Todd Walker to approve the Memorandum of Understanding with Howell Parks and Recreation (HAPRA) for park maintenance services and support for \$1,000

7. ZONING REVIEWS:

**A. Z-12-25: GENOA TOWNSHIP TEXT AMENDMENTS, ARTICLE 7 COMMERCIAL DISTRICTS
ARTICLE 14 PARKING & ARTICLE 18 SITE PLAN REVIEW**

The Genoa Township Planning Commission is proposing to amend their Zoning Ordinance to allow drive-throughs as a special use in the General Commercial District. Updates include traffic study requirements and standards for establishments that are adjacent to residential properties.

Township Recommendation: Approval. The Genoa Township Planning Commission reviewed the proposed amendments February 10, 2025, and recommended approval at their March 13, 2025, public hearing. There were no public comments.

Staff Recommendation: Approval. The proposed ordinance amendments have been thoroughly reviewed. The proposed amendments are appropriate and consistent with zoning ordinance language.

Commission Discussion: Commissioner Ikle stated that some of the proposed language in the amendments were constrictive and took away the property rights from commercial property owners.

Public Comment: None

Commission Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER IKLE TO RECOMMEND APPROVAL WITH CONDITIONS, CONDITIONS TO BE LISTED IN THE TOWNSHIP LETTER. SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 7-0.

8. OLD BUSINESS: None.

9. NEW BUSINESS:

A. Adoption of the 2025 Sustainable Agriculture, Food Systems, & Rural Environments Plan

Commission Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER FUNK TO ADOPT THE 2025 SUSTAINABLE AGRICULTURE, FOOD SYSTEMS, & RURAL ENVIRONMENTS PLAN WITH EXTENDED THANKS TO ABBY CARRIGAN FOR HER WORK ON THIS PLAN. SECONDED BY COMMISSIONER IKLE.

Motion passed: 7-0

B. 2025 Livingston County Citizen Planner – Final Class Thursday, April 17th

10. REPORTS: Brown Bag lunch on April 29, 2025, discussing gravel extraction operations.

11. COMMISSIONERS HEARD AND CALL TO THE PUBLIC: Commissioner Funk gave a brief synopsis of the Hogan and Argentine Roads issue in Deerfield and Tyrone Townships, and how all involved are seeking ways to resolve the issue of gravel haulers using a residential road to enter and exit extraction operations.

12. ADJOURNMENT:

Commissioner Action: IT WAS MOVED BY COMMISSIONER CALL TO ADJOURN THE MEETING AT 6:55 PM, SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 7-0

Commissioner Rauch stated this is an example of the right business in the right location with the right amount of buffering. He noted that the property is well kept.

Moved by Commissioner Rauch, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Special use Application for the 15,231 square foot building addition and parking lot of improvements for Three 60 Roto of 741 Victory Drive. **The motion carried unanimously.**

Moved by Commissioner Rauch, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Environmental Impact Assessment dated January 21, 2025 for the 15,231 square foot building addition and parking lot of improvements for Three 60 Roto of 741 Victory Drive. **The motion carried unanimously.**

Moved by Commissioner Rauch, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Site Plan dated February 18, 2025 for the 15,231 square foot building addition and parking lot of improvements for Three 60 Roto of 741 Victory Drive, with the following conditions:

- This Planning Commission finds that the building materials and the deviation requested tonight are acceptable as they match the existing building facade and are in a location where the addition is completely screened from public view.
- Updates shall be made to the landscape plan, including the depiction of the one tree located inside the building.
- This Planning Commission that a deviation from the wall and berm requirements in the landscape ordinance is not necessary due to existing topography and vegetation on the site.
- The landscaping plan be updated to meet the ordinance with regard to the number and location of plantings
- The existing building-mounted site lights shall be brought into compliance.
- The photometric plan shall be updated to address the one area of over exposure
- The existing waste receptacle location is satisfactory as it is in the back of a property and outside the view of the public.
- The curb and gutter details are acceptable as they match the existing, even though they do not meet the Township's engineering standards.

The motion carried unanimously.

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".

Genoa Township Planning Commission

March 10, 2025

Approved Minutes

Ms. Ruthig stated the changes were made based on the Planning Commission's comments at the previous meeting. Mr. Borden reviewed the changes, and the Commission requested one change.

The call to the public was made at 7:41 pm with no response.

Moved by Commissioner McCreary, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Zoning Ordinance Amendment to Article 7 "Commercial and Service Districts", as submitted and amended this evening, changing "residential" to "residential zoning". **The motion carried unanimously.**

Moved by Commissioner McCreary, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Zoning Ordinance Amendment to Article 14 "Parking and Loading-Unloading Standards". **The motion carried unanimously.**

Moved by Commissioner McCreary, supported by Commissioner Chouinard, to recommend to the Township Board approval of the Zoning Ordinance Amendment to Article 18 "Site Plan Review". **The motion carried unanimously.**

OPEN PUBLIC HEARING (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".

Moved by Commissioner Rassel, supported by Commissioner Chouinard, to postpone the Consideration of a Zoning Ordinance text, amendments to Article 13 entitled "Environmental Protection Regulations" until the April 14, 2025 Planning Commission meeting. **The motion carried unanimously.**

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

Ms. Ruthig stated that the Township Board has approved a budget to spend on the Master Plan Update. They are looking for feedback on how to do the public engagement before a final proposal is provided, reviewed and approved.

Ms. Jill Bahn of Giffels Webster was present. She stated that the plan is being opened up to review a specific area of the Township; however, the Board would like them to look at other items in the plan. Instead of having a town hall meeting, she suggested making the engagement part a short survey that residents can do on their phones or computers. It will be put out to the community to get a more broad-based participation. They have developed an online platform to be used for the Master Plan review process.

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	--	--	S	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 or zoning district, 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) 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.



Livingston County Department of Planning

April 17, 2025

Genoa Charter Township Board of Trustees
c/o Janene Deaton Clerk
2911 Dorr Rd.
Brighton, MI 48116

Scott Barb
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Martha Haglund
AICP Candidate
Principal Planner

Re: Z-12-25 Amendment to Article 7 Commercial and Service Districts, Article 14 Parking and Loading Standards, and Article 18 Site Plan Review; related to drive-throughs.

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, April 16, 2025, and reviewed the proposed text amendments. The County Planning Commissioners made the following recommendation:

Z-12-25 Approval with Conditions: That Genoa Township consider how the distance and service drive requirements for drive-throughs could affect commercial property owners and future development.

Copies of the staff review and Livingston County Planning Commission meeting minutes are enclosed. Please do not hesitate to contact our office should you have any questions regarding county action.

Sincerely,

Martha Haglund, Principal Planner

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

•
(517) 546-7555
Fax (517) 552-2347

•
Web Site
milivcounty.com/planning

Enclosures

c: Chris Grajek, Chair, Planning Commission
Amy Ruthig, Planning Director

Meeting minutes and agendas are available at:
<https://milivcounty.gov/planning/commission/>



Livingston County Department of Planning

MEMORANDUM

TO: Livingston County Planning Commission and the Genoa Township Board of Trustees

FROM: Martha Haglund, Principal Planner

DATE: April 3, 2025

SUBJECT: **Z-12-25 Amendment to Article 7 Commercial and Service Districts, Article 14 Parking and Loading Standards, and Article 18 Site Plan Review; related to drive-throughs.**

Scott Barb
AICP, PEM
Director

Robert A. Stanford
AICP
Principal Planner

Martha Haglund
AICP Candidate
Principal Planner

The Genoa Township Planning Commission is proposing to amend their Zoning Ordinance to allow drive-throughs as a special use in the General Commercial District. Updates include traffic study requirements and standards for establishments that are adjacent to residential properties.

Staff has reviewed the proposed amendments for accuracy and compatibility with the existing ordinance language and offers the following summary for your review. Staff comments are noted throughout with additions and changes to the Ordinance written in **red**.

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	--	--	S	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)	

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
www.milivcounty.gov/planning

7.2.2 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).

Staff Comments: For reference, Article 12 Site Development Regulations, had requirements for exterior lighting and screening as well as other site regulations.

Article 18.07.05 Written Impact Assessment Requirements: Impact on Surrounding Land Uses; also requires documentation to determine the impact on surrounding land uses such as hours of operation, lighting and noise. The decibel level threshold outlined in this section is 65 decibels whereas Ordinance #011203 is 50 decibels from 10:00pm-7:00am. The township may want to update the section 18.07.05 to reflect or reference their regulatory noise ordinance.

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~~ (910) 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.



Staff Comments: *The proposed addition allows for flexibility in parking and stacking requirements but must be supported by traffic study data. This discretion seems to acknowledge there are a variety of drive-through establishments in the township that could be accommodated using less parking. The addition an appropriate addition as the decision will be supported by traffic study data.*

Staff Comments: *The existing parking and stacking requirements are similar to other communities.*

14.04 Parking Space Numerical Requirements: Drive-Throughs:

“1 space per 70 sq. ft. gross leasable floor area or 0.5 spaces per seat, whichever is greater, plus 3 designated drive-through short-term waiting spaces, plus 10 stacking spaces for drive through service which do not conflict with use of required spaces, plus at least 2 longer spaces designated for recreational vehicles and semi-trucks.”

18.07.09 Written Impact Assessment: Traffic Impact Study.

(c) The contents of the traffic impact study shall include:

- (6) 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.

Staff Comments: *The proposed addition requires a more detailed traffic study for drive-throughs. It is also appropriate to consider data from national chains and franchise in the study as it could provide a more accurate traffic forecast than relying on one source.*

TOWNSHIP PLANNING COMMISSION RECOMMENDATION: APPROVAL. The Genoa Township Planning Commission reviewed the proposed amendments February 10, 2025, and recommended approval at their March 13, 2025, public hearing. There were no public comments.

RECOMMENDATION: APPROVAL. The proposed ordinance amendment has been thoroughly reviewed. The proposed amendments are appropriate and consistent with zoning ordinance language.



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: April 30, 2025
RE: Comcast Cable Franchise Renewal

Please find attached request for renewal of the Uniform Video Service Local Franchise Agreement with Comcast Cable Communications Management, LLC (Comcast). Township staff and special counsel have been working with representatives of Comcast seeking to revise the Agreement to increase the Public, Education and Government (PEG) access fee from 0.2% to 2%. This increase would make the Comcast agreement consistent with others that been approved in the Township over the last 2 years. After some negotiating, Comcast has agreed to this increase and the agreement now reflects the maximum amount of franchise fees eligible. In this regard, I have provided the following motion for your consideration.

Moved by _____ and supported by _____ to approve renewal of the Uniform Video Service Local Franchise Agreement with Comcast Cable Communications Management, LLC (Comcast) with an annual video service provider franchise fee of 5% and a public, education and government (PEG) access fee of 2% for a ten-year term beginning May 5, 2025 and ending May 5, 2035

Sincerely,

Kelly VanMarter

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between Genoa Charter Township, a Michigan municipal corporation (the "Franchising Entity"), and Comcast Cable Communications Management, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the **Consumer Privacy Requirements** of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5% % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount N/A) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is N/A % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider. 2 %
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A.** The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B.** The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C.** Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A.** The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B.** The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C.** Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D.** Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E.** A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F.** A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G.** In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Genoa Charter Township:

Attn: _____

Fax No.: _____

1.

41112 Concept Dr _____

Plymouth, MI 48170 _____

Attn: VP of Government Affairs _____

Fax No.: 734-892-2159 _____

2.

2605 Circle 75 Pkwy SE _____

Atlanta, GA 30339 _____

Attn: Sr. Vice President, Government Relations _____

3.

One Comcast Center _____

Philadelphia, PA 19103 _____

Attn: Government Affairs Department _____

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Genoa Charter Township, a Michigan Municipal Corporation

**Comcast Cable Communications Management, LLC,
a Delaware Limited Liability Company doing
business as Comcast**

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

 By
Craig D'Agostini
Print Name
Vice President of Government and Regulatory Affairs
Title
41112 Concept Drive
Address
Plymouth, MI 48170
City, State, Zip
734 359-2240
Phone
734-892-2159
Fax
Craig_D'agostini@cable.comcast.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: February 3, 2025		
Applicant's Name: Comcast Cable Communications Management, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 23-2837543		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Eric Woody		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: (248) 924-4917	Fax:	Email: Eric_Woody@comcast.com

Name: Matt Kelley		
Title: Director, Government Affairs		
Address: 720 Taylor St., Ft. Wayne, IN 46802		
Phone: 317-771-2104	Fax:	Email: Matthew_Kelley@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

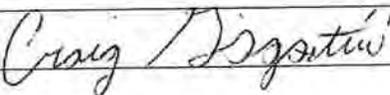
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs	
Signature: 	Date: January 31, 2025

(Franchising Entity)

Genoa Charter Township, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



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

MEMORANDUM

TO: Board of Trustees
FROM: Kevin Spicher, Supervisor
DATE: 4/29/2025
RE: **New Alternate To BAFA Board From Genoa Township**

Pursuant to Article 4 of the Amended and Restated Articles of Incorporation of the Brighton Area Fire Authority, adopted 12/12/2024, Genoa Township must appoint an alternate representative to the BAFA Board in the event that either of the current appointees, Supervisor Kevin T. Spicher, or Trustee Todd Walker, are unable to attend a meeting.

I received an e-mail yesterday from Trustee Bill Reiber informing me that due to a recent change of employment, he is no longer available to serve as the alternate to the BAFA board for Genoa Township. As such, he has resigned from that position.

Trustee Rick Soucy volunteered to serve as our BAFA alternate for the remainder of the term ending November 20, 2028. I support the nomination of Trustee Soucy.

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

Genoa Township Officials

Amended: ~~February 17, 2025~~ May 5, 2025

PLANNING COMMISSION (3-year term) Generally meets the 2nd Monday of each month.

Chris Grajek	06/30/26
Marianne McCreary	06/30/27
Tim Chouinard	06/30/26
Greg Rassel	06/30/25
Bill Reiber (4-year term)	11/20/28
Glynis McBain	06/30/27
Eric Rauch	06/30/25

ZONING BOARD OF APPEALS (3-year term) Generally meets the 3rd Tuesday of each month.

Bill Rockwell	06/30/27
Marianne McCreary	06/30/27
Craig Fons	06/30/25
Rick Soucy (4-year term)	11/20/28
Michele Kreutzberg	06/30/26
Matt Hurley (alternate)	06/30/25

BOARD OF REVIEW (2-year term) – Generally meets the Tuesday following the 1st Monday in March, the 2nd Monday and Tuesday in March, the Tuesday after the 3rd Monday in July and the Tuesday following the 2nd Monday in December.

Chris Grajek	12/31/26
Ron Matkin	12/31/26
Lori Merians	12/31/26
Eric Graetzel (alternate)	12/31/26

SEMCOG (4-year term) – General Assembly Committee meets 3 times each year (March, June, October) at various locations.

Todd Walker	11/20/28
Rick Soucy (alternate)	11/20/28

GENOA/OCEOLA SEWER AND WATER AUTHORITY (4-year term) – Generally meets 3rd Wednesday of each month at Oceola Township Hall at 4:00pm.

Robin Hunt	11/20/28
Kevin Spicher	11/20/28

HOWELL PARKS AND RECREATION (4-year term) – Generally meets 3rd Tuesday of each month at 6:30pm at Oceola Community Center.

Candie Hovarter	11/20/28
Todd Walker (alternate)	11/20/28

MHOG (Marion, Howell, Oceola and Genoa) (4-year term) - Generally meets 3rd Wednesday of each month at Oceola Township Hall at 5:00pm.

Robin Hunt	11/20/28
Kevin Spicher	11/20/28

FOIA COORDINATOR (4-year term)

Kelly VanMarter	11/20/28
-----------------	----------

BRIGHTON FIRE AUTHORITY (4-year term) – Generally meets 2nd Thursday of each month at 8:00am.

Kevin Spicher	11/20/28
Todd Walker	11/20/28
Rick Soucy Bill Reiber (alternate)	11/20/28

ELECTION COMMISSION (4-year term) – Meets at least once no less than 21 days and no more than 40 days before an election.

Rick Soucy	11/20/28
Candie Hovarter	11/20/28



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: April 30, 2025
RE: Emergency Management Resolution – Disaster Contingency Fund

The Board approved the Emergency Management Resolution at the April 7, 2025 meeting. Article 9, Section 901 of the Resolution (page 9) requires that the Township create a “Disaster Contingency Fund” in the budget of not less than \$250,000. The purpose of the fund is to pay for “disaster relief force, purchase of supplies and services, repair costs, or other needs specifically for the mitigation of the effects of, or in response to, the emergency or disaster”.

To comply with this requirement, staff has prepared an amendment to the Fiscal Year 2025-2026 budget to create the new fund and to transfer money into the fund. For your review, I have provided the following motion for your consideration:

Moved by _____, supported by _____ to approve amendments to the Fiscal Year 2025-2026 budget required by Emergency Management Resolution 250407 to create a new General Fund transfer-out appropriation line item #101-965-995-250 in the amount of \$250,000 and to establish a new Disaster Contingency Fund #250 with transfer-in line item #250-000-699-000 to receive the \$250,000.

Sincerely,



Kelly VanMarter

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Township Supervisor determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the Livingston County Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief. ⁵

Article 8- Volunteers; Appointment; Reimbursement

Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses. ⁶

Article 9 - Disaster Contingency Fund

Section 901. A disaster contingency fund is hereby created in the budget of not less than \$250,000. Money may be expended from the fund when a local state of emergency has been declared for the purpose of paying the disaster relief force, purchase of supplies and services, repair costs, or other needs required specifically for the mitigation of the effects of, or in response to, the emergency or disaster.

⁵ Act 390, as amended, sec.12 states that the “chief executive official” (see definitions in act) of a county or any municipality may make this request. However, he/she must do this utilizing the procedures set forth in sec. 14 of the act

⁶ Act 390, as amended, sec. 11 (1) (a-c) discusses disaster relief force rights and duties.

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE		2025-26	2025-26	2025-26
		ACTIVITY	APPROVED	AMENDED
GL NUMBER	DESCRIPTION		BUDGET	BUDGET

Fund 101 - GENERAL FUND

ESTIMATED REVENUES

Dept 000 - REVENUE

101-000-402-001	CURRENT REAL PROP TAX	0	1,312,000	1,312,000
101-000-411-001	DELINQ TAX - PERSONAL & REAL	0	1,000	1,000
101-000-434-002	TRAILER FEES	310	3,600	3,600
101-000-448-001	COLLECT FEES/EXCESS OF ROLL	0	451,000	451,000
101-000-448-002	COLLECTION FEE - SCHOOLS	0	25,000	25,000
101-000-451-024	ADMIN FEE/UTILITY-OPERATING	0	61,171	61,171
101-000-452-001	INTEREST-SPECIAL ASSESSMENTS	0	31,647	31,647
101-000-476-001	CABLE FRANCHISE	0	320,000	320,000
101-000-476-002	LICENSE & PERMITS	1,535	20,000	20,000
101-000-476-004	CABLE FRANCHISE PEG FUND	0	11,600	11,600
101-000-567-001	CEMETERY REVENUE	400	400	400
101-000-572-001	METRO ACT REVENUE	0	21,700	21,700
101-000-573-001	LCSA-PPT REIMBURSEMENT	0	20,400	20,400
101-000-574-002	STATE SHARED REVENUE	0	2,328,836	2,328,836
101-000-608-000	CHARGES FOR SERV-APPL FEES	4,370	70,000	70,000
101-000-609-000	CHARGES FOR SERVICES- FOIA/PRINTING	0	1,000	1,000
101-000-626-032	ADM FEE LIQUOR LAW	0	3,790	3,790
101-000-631-000	REFUSE COLLECTION FEES	0	1,370,660	1,370,660
101-000-657-001	ORDINANCE FINES	0	1,000	1,000
101-000-665-001	INTEREST	0	70,000	70,000
101-000-671-000	OTHER REVENUE	0	1,000	1,000
101-000-672-000	TAXES ON LAND TRANSFER	0	148,000	148,000
101-000-699-249	MMRMA REIMBURSEMENT	0	11,000	11,000
Totals for dept 000 - REVENUE		6,615	6,284,804	6,284,804

TOTAL ESTIMATED REVENUES

6,615 6,284,804 6,284,804

APPROPRIATIONS

Dept 101 - TOWNSHIP BOARD

101-101-702-014	TRUSTEES/SECRETARY WAGES & SALARIES	4,505	40,000	40,000
101-101-861-000	TRUSTEES MILEAGE & TRAVEL EXPENSE	824	3,000	3,000
101-101-910-000	TRUSTEES PRO DEV/CONFERENCE/DUES	59	20,000	20,000
101-101-955-000	TRUSTEES MISCELLANEOUS	0	500	500
Totals for dept 101 - TOWNSHIP BOARD		5,388	63,500	63,500

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE		2025-26	2025-26	2025-26
		ACTIVITY	APPROVED	AMENDED
GL NUMBER	DESCRIPTION		BUDGET	BUDGET
Dept 171 - TOWNSHIP SUPERVISOR				
101-171-702-014	TWP SUPERVISOR SALARY	5,270	68,600	68,600
101-171-861-000	SUPERVISOR MILEAGE & TRAVEL EXPENSE	0	500	500
101-171-910-000	SUPERVISOR PRO DEV/CONFERENCE/DUES	0	2,000	2,000
101-171-955-000	SUPERVISOR MISCELLANEOUS	0	500	500
Totals for dept 171 - TOWNSHIP SUPERVISOR		5,270	71,600	71,600
Dept 172 - TOWNSHIP MANAGER				
101-172-702-014	TWP MANAGER SALARY	12,038	160,000	160,000
101-172-703-000	MANAGER DEPT WAGES & SALARIES	3,824	50,900	50,900
101-172-861-000	MANAGER DEPT MILEAGE & TRAVEL EXPENS	0	1,000	1,000
101-172-910-000	MANAGER DEPT PRO DEV/CONFERENCE/DU	959	4,000	4,000
101-172-955-000	MANAGER DEPT MISCELLANEOUS	0	1,000	1,000
Totals for dept 172 - TOWNSHIP MANAGER		16,821	216,900	216,900
Dept 191 - ACCOUNTING & FINANCE				
101-191-703-000	ACCT DEPT WAGES & SALARIES	6,541	90,700	90,700
101-191-801-000	ACCOUNTING CONSULTANT (PHP)	0	30,000	30,000
101-191-801-001	FINANCIAL CONSULTING (PFM)	0	1,200	1,200
101-191-861-000	ACCT DEPT MILEAGE & TRAVEL EXPENSE	0	100	100
101-191-910-000	ACCT DEPT PRO DEV/CONFERENCE/DUES	0	100	100
101-191-955-000	ACCT DEPT MISCELLANEOUS	0	500	500
Totals for dept 191 - ACCOUNTING & FINANCE		6,541	122,600	122,600
Dept 215 - TOWNSHIP CLERK				
101-215-702-014	TWP CLERK SALARY	5,173	70,479	70,479
101-215-703-000	CLERKS DEPT WAGES & SALARIES	2,706	34,800	34,800
101-215-861-000	CLERKS DEPT MILEAGE & TRAVEL EXPENSE	0	500	500
101-215-910-000	CLERKS DEPT PRO DEV/CONFERENCE/DUES	50	700	700
101-215-955-000	CLERKS DEPT MISCELLANEOUS	0	100	100
Totals for dept 215 - TOWNSHIP CLERK		7,929	106,579	106,579
Dept 223 - AUDIT				
101-223-801-000	AUDIT SERVICES (MANER COSTERISAN)	0	34,900	34,900
Totals for dept 223 - AUDIT		0	34,900	34,900
Dept 228 - INFORMATION TECHNOLOGY				
101-228-703-000	IT DEPT WAGES & SALARIES	6,031	79,000	79,000
101-228-861-000	IT DEPT MILEAGE & TRAVEL EXPENSE	0	500	500
101-228-910-000	IT DEPT PRO DEV/CONFERENCE/DUES	0	200	200
101-228-955-000	IT DEPT MISCELLANEOUS	0	500	500
Totals for dept 228 - INFORMATION TECHNOLOGY		6,031	80,200	80,200

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE		2025-26	2025-26	2025-26
		ACTIVITY	APPROVED	AMENDED
GL NUMBER	DESCRIPTION		BUDGET	BUDGET
Dept 247 - BOARD OF REVIEW				
101-247-702-014	BOARD OF REVIEW SALARIES	0	4,000	4,000
101-247-791-000	BD OF REV PUBLICATIONS	0	1,500	1,500
101-247-861-000	BD OF REV MILEAGE & TRAVEL EXPENSE	0	100	100
101-247-910-000	BD OF REV PRO DEV/CONFERENCE/DUES	0	540	540
101-247-955-000	BD OF REV MISCELLANEOUS	0	500	500
101-247-964-000	REFUNDS & CHARGEBACKS	0	8,000	8,000
Totals for dept 247 - BOARD OF REVIEW		0	14,640	14,640
Dept 253 - TOWNSHIP TREASURER				
101-253-702-014	TREASURER SALARY	5,173	69,000	69,000
101-253-703-000	TREASURERS DEPT WAGES & SALARIES	6,187	113,600	113,600
101-253-861-000	TREASURERS DEPT MILEAGE & TRAVEL EXPE	0	500	500
101-253-910-000	TREASURERS DEPT PRO DEV/CONFERENCE/C	0	500	500
101-253-955-000	TREASURERS DEPT MISCELLANEOUS	0	250	250
Totals for dept 253 - TOWNSHIP TREASURER		11,360	183,850	183,850
Dept 257 - ASSESSING DEPARTMENT				
101-257-702-014	ASSESSING SALARIES	20,087	270,900	270,900
101-257-703-000	ASSESSING WAGES & SALARIES INTERN	1,080	10,000	10,000
101-257-803-000	ASSESSING LEGAL	3,247	20,000	20,000
101-257-861-000	ASSESSING MILEAGE & TRAVEL EXPENSE	0	500	500
101-257-910-000	ASSESSING PRO DEV/CONFER/DUES/SUB	30	5,000	5,000
101-257-955-000	ASSESSING MISCELLANEOUS	0	500	500
Totals for dept 257 - ASSESSING DEPARTMENT		24,444	306,900	306,900
Dept 261 - GENERAL GOVERNMENT				
101-261-703-000	UNALLOCATED WAGES & SALARIES	0	2,000	2,000
101-261-709-000	EMPLOYER'S SHARE SS & MEDICARE	12,725	100,000	100,000
101-261-709-001	CELLPHONE REIMBURSEMENT	702	10,620	10,620
101-261-709-002	WORKERS COMP	0	15,000	15,000
101-261-718-001	RETIREMENT	0	160,000	160,000
101-261-718-002	HEALTH/LIFE INSURANCE	24,318	380,000	380,000
101-261-718-003	WELLNESS	0	8,000	8,000
101-261-718-004	EHIM RESERVE	0	50,000	50,000
101-261-750-000	SUPPLIES	230	25,000	25,000
101-261-750-001	POSTAGE	0	28,000	28,000
101-261-751-000	EQUIP / SOFTWARE / SOFTWARE MAINTENA	13,011	120,000	120,000
101-261-752-000	WEBSITE MAINTENANCE/UPGRADES	0	20,000	20,000
101-261-791-000	SUBSCRI/PUBLICATIONS/MEMBERS	0	8,000	8,000
101-261-802-000	CONTRACTUAL SERVICES / CONSULTING	0	8,000	8,000
101-261-802-001	TWP VEHICLE EXPENSES	0	2,000	2,000
101-261-861-000	UNALLOCATED MILEAGE & TRAVEL EXPENSE	0	100	100

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE		2025-26	2025-26	2025-26
		ACTIVITY	APPROVED	AMENDED
GL NUMBER	DESCRIPTION		BUDGET	BUDGET
101-261-941-000	CONTINGENCY	0	25,000	25,000
Totals for dept 261 - GENERAL GOVERNMENT		50,986	961,720	961,720
Dept 262 - ELECTIONS				
101-262-703-001	WAGES- PART TIME OFFICE WORKERS	0	7,500	7,500
101-262-751-001	ELECTION OFFICE SUPPLIES/EQUIPMENT	0	3,000	3,000
101-262-802-002	BALLOT TESTING	0	2,000	2,000
101-262-802-003	LIVINGSTON COUNTY CLERK	0	2,000	2,000
101-262-802-004	CHURCH / SCHOOL CLEANUP/SETUP/ TAKE C	0	2,500	2,500
101-262-901-001	POSTAGE FOR APPLICATIONS	0	500	500
101-262-901-002	POSTAGE FOR MAILING BALLOTS	0	500	500
Totals for dept 262 - ELECTIONS		0	18,000	18,000
Dept 265 - BUILDING & GROUNDS				
101-265-740-000	INSURANCE - PROP LIAB/VEHICLE	0	55,000	55,000
101-265-802-000	BUILDING & GROUNDS CONTRACTUAL SERV	0	1,000	1,000
101-265-850-000	PHONE/INTERNET/CABLE/ALARM	1,380	27,500	27,500
101-265-851-001	HERBST HOME UTILITIES	0	10,000	10,000
101-265-920-001	UTIL:ELECTRICITY & NAT.GAS	0	25,000	25,000
101-265-934-060	REPAIRS & MAINTENANCE	2,296	130,000	130,000
101-265-955-000	BUILDING & GROUNDS MISCELLANEOUS	0	5,000	5,000
Totals for dept 265 - BUILDING & GROUNDS		3,676	253,500	253,500
Dept 266 - LEGAL SERVICES				
101-266-803-000	GENERAL TOWNSHIP LEGAL FEES	0	50,000	50,000
101-266-803-001	LITIGATION LEGAL FEES	0	150,000	150,000
Totals for dept 266 - LEGAL SERVICES		0	200,000	200,000
Dept 270 - HUMAN RESOURCES				
101-270-703-000	HR WAGES & SALARIES	1,599	20,900	20,900
101-270-802-000	HR CONTRACTUAL SERVICES	0	1,500	1,500
101-270-861-000	HR MILEAGE & TRAVEL EXPENSE	0	100	100
101-270-910-000	HR PRO DEV/CONFERENCE/DUES	0	100	100
101-270-955-000	HR MISCELLANEOUS	0	100	100
Totals for dept 270 - HUMAN RESOURCES		1,599	22,700	22,700
Dept 445 - DRAINS AT LARGE				
101-445-802-000	CONTRACTUAL SERVICES - LIVINGSTON COU	0	34,500	34,500
Totals for dept 445 - DRAINS AT LARGE		0	34,500	34,500
Dept 521 - REFUSE COLLECTION				
101-521-802-000	REFUSE CONTRACTUAL SERVICES	0	1,635,000	1,635,000
Totals for dept 521 - REFUSE COLLECTION		0	1,635,000	1,635,000

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE		2025-26	2025-26	2025-26
GL NUMBER	DESCRIPTION	ACTIVITY	APPROVED BUDGET	AMENDED BUDGET
Dept 567 - CEMETERY				
101-567-703-002	CEMETERY MAINTENANCE	0	10,000	10,000
Totals for dept 567 - CEMETERY		0	10,000	10,000
Dept 701 - PLANNING & ZONING				
101-701-702-014	PLANNING COMMISSION SALARIES	2,315	27,563	27,563
101-701-702-015	ZONING BOARD WAGES	1,257	16,538	16,538
101-701-703-000	PLANNING & ZONING WAGES & SALARIES	16,280	220,100	220,100
101-701-791-000	PLANNING & ZONING PUBLICATIONS	0	10,000	10,000
101-701-802-000	PLANNING & ZONING CONTRACTUAL SERVIC	0	75,000	75,000
101-701-861-000	PLANNING & ZONING MILEAGE & TRAVEL EX	0	2,000	2,000
101-701-910-000	PLANNING & ZONING PRO DEV/CONFERENC	0	8,000	8,000
101-701-946-001	REVIEW SERVICES - PLANNING	0	40,000	40,000
101-701-946-002	REVIEW SERVICES - ENGINEERING	0	40,000	40,000
101-701-946-003	REVIEW SERVICES - PUBLICATIONS/POSTAGE	0	3,000	3,000
101-701-946-004	REVIEW SERVICES - ROUTING	0	2,000	2,000
101-701-946-005	REVIEW SERVICES - LEGAL/RECORDING FEES	0	12,000	12,000
101-701-955-000	PLANNING & ZONING MISCELLANEOUS	0	1,000	1,000
Totals for dept 701 - PLANNING & ZONING		19,852	457,201	457,201
Dept 728 - ECONOMIC DEVELOPMENT				
101-728-880-000	COMMUNITY PROMOTION - CONTRIBUTION	0	24,000	24,000
101-728-880-001	COMMUNITY OUTREACH	0	30,000	30,000
Totals for dept 728 - ECONOMIC DEVELOPMENT		0	54,000	54,000
Dept 900 - CAPITAL OUTLAY FUNCTION				
101-900-970-000	CAPITAL OUTLAY > \$5,000	0	30,000	30,000
101-900-975-000	CAPITAL OUTLAY < \$5,000	0	10,000	10,000
Totals for dept 900 - CAPITAL OUTLAY FUNCTION		0	40,000	40,000
Dept 965 - TRANSFERS OUT & OTHER FINANCING USES				
101-965-995-208	TRANSFER OUT- FUND #208 - PARKS & REC	0	250,000	250,000
101-965-995-249	TRANSFER OUT- FUND #249 - BLDG RESERVE	0	200,000	200,000
101-965-995-250	TRANSFER OUT - FUND #250 - DISASTER	0	0	250,000
101-965-995-401	TRANSFER OUT- FUND #401 - ROAD IMPROV	0	850,000	850,000
Totals for dept 965 - TRANSFERS OUT & OTHER FINANCING USES		0	1,300,000	1,550,000
TOTAL APPROPRIATIONS		159,897	6,188,290	6,438,290
NET OF REVENUES/APPROPRIATIONS - FUND 101		(153,282)	96,514	(153,486)
BEGINNING FUND BALANCE		3,715,692	3,715,692	3,487,014
FUND 24/25		(228,678)	(228,678)	-
ENDING FUND BALANCE		3,487,014	3,487,014	3,333,528

04/28/2025

BUDGET REPORT FOR GENOA TOWNSHIP

INCREASE

GL NUMBER	DESCRIPTION	2025-26 ACTIVITY	2025-26 APPROVED BUDGET	2025-26 AMENDED BUDGET
Fund 250 - DISASTER CONTINGENCY FUND				
ESTIMATED REVENUES				
Dept 000 - REVENUE				
250-000-084-101	DUE FROM GENERAL FUND	0	0	0
250-000-699-000	OPERATING TRANSFER IN	0	0	250,000
Totals for dept 000 - REVENUE		0	0	250,000
TOTAL ESTIMATED REVENUES		0	0	250,000
APPROPRIATIONS				
Dept 900 - CAPITAL OUTLAY FUNCTION				
250-900-975-000	CAPITAL EXPENSES	0	0	0
Totals for dept 900 - CAPITAL OUTLAY FUNCTION		0	0	0
TOTAL APPROPRIATIONS		0	0	0
NET OF REVENUES/APPROPRIATIONS - FUND 250		0	0	250,000



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Township Manager
DATE: April 30, 2025
RE: Public Education – Planning and Zoning

I am writing to request that the Board consider initiating a public education effort regarding planning and zoning regulations. As these topics directly affect community development, property rights, and land use, it is crucial that residents understand how they work and why they matter. Public education on planning and zoning can be beneficial in several ways including:

- **Improved Community Engagement:** Educated residents are more likely to participate meaningfully in public hearings and Township planning efforts.
- **Reduced Misinformation:** A clearer understanding of zoning regulations helps prevent the spread of misinformation and reduces confusion or conflict around development proposals.
- **Stronger Support for Long-Term Planning:** When residents understand the rationale behind zoning ordinances and master plans, they are more likely to support the Township's long-term goals for growth, sustainability, and community character.
- **Enhanced Trust in Local Government:** Transparency and education help build trust and demonstrate that the Township values informed public input.
- **Proactive Issue Resolution:** Residents who understand planning and zoning processes are more likely to raise concerns early and constructively, allowing for better decision-making.

Educational efforts could include workshops, printed guides, online resources, and community presentations. The Michigan Association of Planning and Michigan State University Extension both offer educational resources we could explore to provide this opportunity to our residents. I am requesting that the Board discuss this further and let me know if you would like to explore potential formats and partnerships for outreach.

Sincerely,

Kelly VanMarter

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

Board Correspondence



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: **Crooked Lake History**

Please find attached a wonderful “Little Crooked Lake History” from 1948 that was shared with me by Township resident and Crooked Lake Aquatic Management association representative, Craig Lesley. I wanted to thank Mr. Lesley for sending it to the Township. I also would like to add this to the community history page on the Township website - <https://www.genoa.org/community/history>

SUPERVISOR

Kevin Spicher

CLERK

Janene Deaton

TREASURER

Robin L. Hunt

TRUSTEES

Rick Soucy

Bill Reiber

Candie Hovarter

Todd Walker

MANAGER

Kelly VanMarter

Little Crooked Lake History

The following article appeared in the Livingston County Press, Howell Michigan on approximately October 5, 1948. The yellowed and tattered article was loaned to me by Craig White who lives on Homestead Drive on Little (West) Crooked Lake. The article is in an old envelope with a three cent stamp and has a post mark that is not legible. The letter is addressed to J. Theodore Krause on Woodward in Detroit MI. Following is a reproduction of the article as true as I can duplicate it given the frayed article and my fat fingers.

Bill Wernette, Little Crooked Lake, 2/9/91

(Editor's note: E.P. Nutting, a former teacher here and summer resident at Little Crooked Lake, was asked some time ago by the Little Crooked Improvement Association to compile a history of the region. Recently Mr Nutting returned to his orange groves and winter home at Bonita Springs in southwestern Florida where he completed the manuscript. People interested in local area history will find this article intensely interesting. We are greatly indebted to Mr. Nutting for his permission to publish the manuscript.)

By E.P. Nutting

The history of Little Crooked Lake, along with that of all the southeastern section of Michigan, properly begins about 30,000 years ago when the last glacier slowly melted, or "retreated," as the geologists say, leaving in huge heaps the enormous amount of material it had scoured off the Laurentian Range in

Canada, hundreds of miles to the north, and carried down here. These heaps of sand, gravel and clay, left hit and miss over this area, penned up the water from the melted ice and formed the hundreds of lakes that dot the area of this county and those adjoining it.

The northeastward direction of the retreat of this glacier is shown by the line of "hog's backs" that form the west shore of Little Crooked Lake, and by the line of three islands, which with the shallows between, nearly cut the lake in two. President R.W. Fairchild of the Teachers College at Normal, Illinois, who visited this region at one time, said that these two "Kames", as they are called in geology, are exceptionally fine examples of their kind.

After the retreat of the glacier nature worked thousands of years to cover the raw, barren heaps of rock material with trees and other vegetation we now see here, and to make it a fit habitation for animal life. Nobody knows when the redmen moved in and claimed it for their own, but it was probably less than 1,500 years ago.

They made no written records, and their oral history, handed down from generation to generation, was very vague so far as the time element was concerned. It is pretty well established, however, that long before the first white men appeared in this section the Sauk and Onottoway tribes had joint and peaceable possession of this particular region which is now Livingston county. Their permanent villages were mostly in the forests of the Saginaw valley, but they came here in the summers to hunt and fish and plant some of their meager crops.

Ojibways Stage Blitz

But the Ojibways in the far northern part of the peninsula wanted this territory, rich in fish, deer and beaver, and carried out a successful blitz attack in winter on the Sauk's villages along the Saginaw river, which completely wiped out the tribe. Their conquerors became known as the Saginaw Chippewas, and were in possession of this region when the first white settlers came a little over a century ago. These Chippewas, too, had their permanent villages to the north, and came here only for the fishing and hunting.

So, apparently, from the earliest known human records, Little Crooked Lake was, as it is today, a summer resort. The beavers did not long outlast the coming of the white man, and for nearly a century deer were no longer in evidence here, but the descendants of the fish that brought the redmen here every summer, though sadly reduced in size and numbers still use the ancestral spawning grounds and perpetuate their species, in spite of all efforts of the angler to outwit them, and of the speed boats to wash them up onto dry land.

The Chippewas were allies of the British in the War of 1812 and their numbers were greatly reduced by the bloody battles in Ohio and Southeastern Michigan in which they participated. Those who survived the war were soon demoralized by the fire-water supplied by unscrupulous traders who came in the wake of the war. Some remnants of these once mighty warriors are now living in the northern part of this peninsula, where their ancestors lived before the attack on the Sauks.

The federal government took over title to these lands, and abstracts of title to lots on the shores of Little Crooked will show that the first federal grants of these lands were made

about 1854 to settlers who had come in as squatters some 15 years earlier to clear off the oak trees and make farm homes where for thousands of years there had been only a wilderness.

In the eyes of these early settlers any lake in the sections taken up from the government was just so much worthless, acreage. It could grow no wheat and could pasture no cattle or sheep. Its fish were appreciated for a change of diet, but there was little time for fishing, and anyhow one could fish anywhere without having to own the waters. A lake was pretty to look at, but almost none of the early settlers built a home on the shore of a lake. Fever and ague were rife all through the newly settled regions, and the early settlers believed this sickness came from the miasma and vapor of the lakes and marshes, so early homes were built usually on high ground.

First Settlers in Area

Among the first settlers to take up land bordering on Crooked Lake was Alexander Carpenter from New York state, who took up all the land along the west shore of Little Crooked and built a house on the high ground on the jog in the present Chilson Road. William Suhr from Hamburg, Germany, took the land along the east shore of Big Crooked, and his descendants still own the property. These two settlers made land entries in 1854, but actually settled on their claims 10 or 15 years before. The high ground bordering the little mud lake to the northwest of Little Crooked was taken by H. Steinmetz who built a log house there which commanded a fine view of the lake.

A few old fruit trees still struggle for existence there and are mute evidence of human life in pioneer days. A now deserted dead-end road led to this site from the highway to the west.

The east and north shores of Little Crooked, the land surrounding Round Lake, and the land to the east were taken up from the federal government by Philip Conrad in 1856, and the southeast and south shore, by Edward N. H. Bode in 1856 and 1857. Mr. Bode had a house near the lake, and some maple trees that he set out are still to be seen there. The location is now that of the Burroughs Company bathing beach. Both these men were from Germany, which furnished so many of Genoa townships early settlers, particularly the German city of Hamburg.

The north shore of Big Crooked was taken up by Freeman Fishbeck in 1836. The high wooded west shore of Big Crooked was a part of the holdings of William Suhr whose frame home was built near the east shore of that lake in 1842 and is still standing.

Those were busy days, full of hardship and heavy labor for those early settlers. The land had to be cleared not only of the oak trees that covered it, but of the stones that the glacier had left thickly strewn over the piles of sand, clay and gravel. The numerous stone piles to be found even today along the edges of the cultivated fields bear witness to those early days of clearing the land. Roads were put through along section lines and along old indian trails, of which present Grand River Road, U.S.-16, was one of the most important in the state, since it led to Detroit which was the pay-off station for the Indians after the treaties that followed the early Indian wars.

Waterpower Valuable Asset

Waterpower was a valuable asset in those days when gristmills and sawmills were so necessary a part of the economic life of the early pioneers. Any small stream that could be dammed to advantage was put to work. The waters from the Crooked Lake area did not

escape. About 1871 a dam was built near the present railroad water tank, where the Chilson road now crosses the small stream that is the outlet of this lake basin, and this created a pond east of the present road, and raised the level of the lake water enough to make a single large and truly Crooked Lake out of the nearly separate bodies of Big and Little Crooked as we know them today.

The higher lake level covered the marsh now crossed by Lakeview Drive, and the marsh lying at the north end of Little Crooked and extending around into Big Crooked, so that a broad but shallow neck of water connected the two lakes where now the canal is the only water link between the two bodies of water. The new banks of the lake thus formed by the new water level can be clearly seen still at many points along the shores. Early maps drawn after the dam was built show Crooked Lake as a single continuous body of water, outlined as described above with the present marshes included as part of the lake.

The sawmill, operated by a man named Trowbridge, with this water power and located near the present water tank of the Ann Arbor railroad did a thriving business in the early days, and continued active under his successor, a Mr. Joslyn, as a gristmill run by steam power until about the turn of the century, when the farmers whose lands adjoined the lake secured permission to take out the dam so that their stock could have the benefit of the grazing afforded by the marshes thus uncovered. As only a trickle of water now connected the two bodies of water in the summer, they became virtually two separate lakes, and the names Big and Little Crooked came into almost universal use.

It is interesting to know that the name Crooked Lake was applied officially to this body of water as early as 1897, the year

Michigan attained statehood. The lake is to be found in a legislative act of that period which provided for a system of canals to cross southern Michigan and do for this region what the famous Erie Canal was doing so successfully for New York state.

Early Canals Planned

The canal was to be known as the Clinton and Kalamazoo, and was to start at Mt. Clemens, where the Clinton river empties into Lake St. Clair, come west to Crooked Lake, then on over this watershed, which is the source of streams eventually emptying into Lakes Michigan, Huron and Erie; then it was to cross the Cedar and Shiawassee rivers and join the Kalamazoo river as the last link into Lake Michigan. A branch, or feeder canal was to come up to Crooked Lake from Dexter, some 25 miles to the South. Construction was actually started at Mt. Clemens, but the rapidly growing railways doomed most of the ambitious canal systems projected in this and neighboring states at that time, and the Clinton and Kalamazoo canal was never built.

The railroads that took over the work that the canal and its branch were designed to perform, were the Detroit and Howell, projected in the late Sixties (now the Pere Marquette), which crossed the peninsula from east to west, and the Toledo, Ann Arbor and Northern (now the Ann Arbor Railroad) built about 1885, which did what the canal branch from Dexter was intended to do. The latter railroad came closest to Crooked Lake, and brought to this area the advantage of a station (Chilson), and an enormous shipping business with its huge gravel pits southeast of the station, which were active until about 1930.

The old cemetery on the hill just east of the Ann Arbor's water tank dates back to 1870, and is the resting place of many of the old

settlers who reclaimed this region from the wilderness.

Of the three islands in Little Crooked Lake the northern one lies in the northeast quarter of section 28, while the other two lie in the northwest quarter of that section. All of these islands and the farm land at the south and southwest of the lake had been acquired by K. Truhn from the original owners in 1867. The Truhn family played an important part in the early life of this region and should be considered as pioneers.

First Cottages Built

About 1897 Laughlin and Henderson, who operated a thriving store at Chilson in a large double structure, bought the north island and built a cottage on it, probably one of the earliest lake cottages (or "camps" as they were then called) to be built in this county. It was sold in 1903 to Carl Weimeister, a blacksmith of Howell, who acquired it along with all the farm land at the south end of the lake. It was a frame structure, barn-like, with few windows and no interior finish, and with hand-forged bolts and bars designed to frustrate attempts by any vandals to break into it. On the shingle roof was painted in large letters the name "Nordica", named for Lillian Nordica, who was at the peak of her fame as a singer at that time. For many years this was rented to parties of young people from Howell, Brighton, Fowlerville, and other nearby towns, who came in horse-drawn vehicles and spent a week or so of "camping" as it was called, duly chaperoned, of course, by their elders.

The Ann Arbor Railroad maintained a station at Chilson, which was a thriving business center, so Toledo and Ann Arbor people found the lake a convenient and delightful place for an outing during the hot weather, and many families from those cities

rented the "Nordica" cottage. Mr. Weimeister sold the cottage in 1914 to Mr. Slear, the station agent at Chilson, and he soon sold it to one of the Toledo families, the Bauers, who had been renting it. Mr. Bauer later transformed the old frame Nordica cottage into the present fine field stone summer home equipped with all modern facilities.

Many Popular Camping Sites

While "camping" was the term applied to the use of lake cottages in the "Gay Nineties" and earlier, a great many people actually did camp on the shores of the lakes in those days, living in tents and cooking in the open. The favorite spot on Little Crooked was the "Swimming Hole", on the west shore, at about the center of the present Homestead Beach development. The writer spent his vacations camping there from 1909 to 1918. At that time the Nordica cottage was seldom occupied, so his family were often the only humans at the lake for weeks at a time, except on rare occasions when fishermen, usually from Ann Arbor or Toledo, would appear in a boat out on the lake, and sometimes would stop at the camp for a drink of water in lieu of anything stronger to drink. Their strings of bass and pike were always the center of our interest.

Another camping site occasionally used was on the east shore of Little Crooked near the fine, large spring on the hillside south of Round Lake. A campfire there high up on the bluff was always a cheering sight to those camping on the west shore near the swimming hole.

The old Carpenter farm had been bought by Henry Schoenhals in 1878 and "Uncle Henry" as he was called, was always willing to permit responsible parties to use the camp site, on their assurance that gates would be carefully closed so the stock wouldn't get loose and damage the crops. The route to the campsite

began at the barn and followed a long fenced lane that led north, then east to a field overlooking the lake and situated just south of the present gravel pit. There were four or five gates to open and close in getting to the campsite, and the road through the field at the end of the lane was so rough that the wagons hauling camp equipment sometimes had difficulty in following it.

The store at Chilson, then operated by Brogan and Brady, was the nearest source of groceries. Milk was obtained at the farmhouse each evening. Ice was out of the question, so a large keg sunk in the ground had to supply refrigeration. A pitcher pump across the marsh to the west was the source of drinking water at first, but Uncle Henry soon put in a force pump at the campsite, which was greatly appreciated. The marsh to the west of the campsite had once been a tamarack swamp and many of the fallen trees and the exposed roots were still there, so fuel for cooking was no problem. In fact we often made huge beach fires of this material, that turned night into day all along the shore.

The Ann Arbor Railroad at that time maintained a schedule of cars with gasoline motors, that stopped for passengers at all crossings, a great convenience when we wanted to go to Howell, or when relatives and friends from Howell and Ann Arbor came to visit us. These "gas cars" were destined soon to be put out of business a result of the activities of a young mechanic in Detroit named Henry Ford.

Schoenals Reunions

In late August each year occurred the Schoenals family reunion, when old and young members of the clan assembled from all quarters to eat on long tables set up under the trees by the old swimming hole, and renew old acquaintances and become acquainted with

additions to the clan. Miss Kate Schoenals, who later built the northernmost cottage of Homestead Beach, was always a very active and efficient member of the committee on arrangements. A small, prefabricated canvas cabin which she set up one summer at the campsite, during our stay there, might be called the second cottage on the lake.

However, the second permanent cottage was built in 1914 by Mr. Gimison of Ann Arbor on the large south island. He bought this island for \$100.00 from Frank King, who had acquired the Carl Weimeister property and lived in the farmhouse on the Chilson Road next south of the Schoenals farmhouse. He owned the south shore of the lake as far as the present bathing beach of the Burroughs Co. and also the middle and south islands.

The third cottage was built in 1917 by Mr. and Mrs. William Culver on a tract of some two acres at the southwest corner of the lake near the outlet. The cottage, at first a frame structure, was later faced with field stone and modernized a few years later. They rented boats to fishing parties and set out the present fine grove of trees there.

On Big Crooked the earliest cottage appeared about 1900, built by the Suhrs, the family that originally took up that land from the federal government. C.A. Goodnow, a Howell merchant, soon after that built another at that location.

On Round Lake the first cottage appeared about 1912 on the southeast shore. It was a small affair built by a Brighton banker, Mr. Baetke, and is now gone.

Auto Travel Brings Changes

World War I was now raging in Europe, and the changing economic conditions in this country were about to alter completely the

sleepy rusticity and quiet of the two Crooked lakes. Detroit's auto industries had more than doubled its population, roads that had been only ruts in the sand were being graveled to meet the demands of the thousands of new auto owners who wanted to get out of the cities and go places at the hitherto unknown speed of 25 to 30 miles per hour.

The improved roads and the autos created a tremendous interest in the lakes as sites for summer homes, and all lake property in driving distance of Detroit was sought out by individuals and real estate promoters. In 1917 Charles and Otto Lasher of Redford bought the Conrad farm which included most of the east shore of Little Crooked and the southwest and south shore of Big Crooked. It also embraced small Round Lake which lies between the two larger bodies of water. All this lake frontage was lotted off and an active sales campaign soon disposed of most of this property at good prices. The first building to appear on the east shore of Little Crooked was a small cottage built on a lot of very little depth about 1,000 feet northeast of the north island. Others quickly followed all along the shore.

Uncle Henry Schoenals was forced to quit farming because of failing sight so he offered his property on the west shore of Little Crooked for sale. This meant the end of camping at the old swimming hole, so the writer looked for some permanent location on the lake. The middle island was small and nearly treeless, but it seemed to have possibilities. Inquiry showed Frank King to be the owner, so in August, 1917 it was bought for \$100.00, the same sum that had been paid a few years before for the large south island.

Ferry Materials for Cottage

During the following year materials for a cottage were ferried across from the camp at

the swimming hole, and by the end of August the building was enclosed, ready for use the next summer, thus becoming the fourth cottage to be built on Little Crooked. It is probably unique in having been built entirely by one person, the writer, with no helper.

The next cottage to appear on the lake was built by George (last name unreadable) ton, a contractor from Detroit, who had bought from Frank King the hilltop that rises at the south end of the lake just across from the south island. This was built in 1920.

The owner of the south island had been called into military service at Vancouver Barracks, and sold his island to the writer, whose chief motive in buying it was to keep it as a sort of bird refuge, which it had been for centuries, owing to the heavy cover of trees and brushes. The south island was sold to John and Eleanor Tabb in 1946.

The middle and south islands, free from foxes and other marauders, and seldom visited by human intruders in the early spring, have long been favorite nesting grounds for waterfowl. Green herons, rails, woodcocks, sand pipers and black mallards regularly used these safe nesting sites, and for the past four years wild geese have nested on the middle island, bringing off a brood of goslings in early spring, an interesting sight to those cottagers who were at the lakes at that time.

The Schoenals farm was bought in 1919 by Charles and Irene Gautherat, of Detroit. Mr. Gautherat, a former Ford employee, proceeded at once to develop the lake frontage, which was named Homestead Beach. A drive entering from Chilson Road was put in along the south boundary of the farm, leading down to the lake and following the west side of the "Kame", thus giving access to all the lots along the west shore. In 1926 a dredge was employed to dig a canal that would give water

frontage to all the high ground across the marsh to the west, and that would continue on into Big Crooked, making that lake accessible to residents on the smaller lake.

All through the summer of 1926 the chatter of the dredge engine could be heard at its task of opening up more than a mile of canal, 30 feet wide and five feet deep. Its present weed-grown channel and the three small weedy ponds that it taps provide a natural breeding place and refuge for fish which had been a very important factor in keeping the two lakes stocked with fish in nature's own way. This might be called the only functioning link of the old Clinton and Kalamazoo Canal, projected nearly a hundred years earlier.

The first Homestead Beach cottage was built in 1922 by the Gautherats for sale. It is now the fifth on Lakeview Drive. The square cottage, the eighth on the Drive, was built by the Gautherats also in 1922 and soon sold.

Value High on Cottages

At present writing (1948) some 28 cottages occupy the islands and west shore of Little Crooked Lake. Its north and east shore has about 170, and in the wooded Burroughs Company tract there are more than 100. Small Round Lake boasts some 60, and around the shores of Big Crooked are to be counted about 70. Detroit and its suburbs have furnished practically all the present summer residents of the Little Crooked Lake region. An investment of well over two million dollars is represented in these summer houses and their equipment.

The Burroughs Adding Machine Company was a late arrival at Little Crooked Lake, acquiring in 1927 the only remaining available land along the south shore, and the farm lands between the lake and the Brighton Road, on which was built the present fine golf course. Their development provides an industry line

recreation center, which is fully used by the company employees throughout the season. Nearly 600 acres are included in the company's holdings, which extend beyond the railroad track west of Chilson.

If the early summer resorter of this region, the redman, could return to live and revisit his old haunts he would easily recognize the natural features of the place except where fields cleared by the early white pioneers have replaced the oak forests. For the lake itself is unchanged and the recent intruders have been careful, for the most part, to preserve the wooded shores and such wild life as survived the past century of ruthless slaughter. Even the long vanished deer, though not yet seen about the lake itself, have returned to this county to the reported number of some 2,000, and no doubt some of these venture to the borders of the lake during the winter.

But the drone of the airplane overhead, the autos speeding over the drives, and (if the visit happened on a week-end) the deafening racket of speeding motor boats would send the visitor from an earlier, more restful era back to the quit of his grave, glad, no doubt, to get away from it all.

End.