



Board of Trustees

William J. Fountain, Supervisor Matthew J. Germane, Trustee
Larry N. Ciofu, Clerk Summer L. McMullen, Trustee
Kathleen A. Horning, Treasurer Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, July 23, 2024 7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Call to the Public
6. Approval of the Consent Agenda
 - a. Approve Payment of Bills
 - b. Approve Post Audit of Disbursements Between Board Meetings
 - c. 07-09-24 Hartland Township Board Regular Meeting Minutes
7. Pending & New Business
 - a. Site Plan PD Application #24-003 Redwood Living Planned Development (PD) Phase II – Preliminary PD Site Plan (**Revised Plans dated June 6, 2024**)
 - b. Site Plan/PD Application SP/PD #24-006 – Highland Reserve Planned Development Final Plan
8. Board Reports
[BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
10. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: July 16, 2024

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$405,741.88. The bills are available in the Finance office for review.

Notable invoices include:

\$67,552.25 – Brown Drilling – (Chlorinate well 1 & repair well 3)

\$29,463.61 – Chloride Solutions – (Dust Control)

\$20,250.00 – Exclusive Excavating – (Service line repair 11264 Matthew)

\$11,000.00 – Hartland Senior Activity Center – (July 2024 payment per agreement)

\$12,947.00 – K & J Electric – (Invoices for wells 1 & 3)

\$180,839.48 – Livingston County Drain Commission – (June 2024 Sewer O&M)

\$19,000.00 – PHP Pfeffer-Hanniford-Palka – (FYE 3/31/24 Audit)

\$29,784.50 – Spalding Dedecker – (Various engineering invoices)

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the approved FY25 budget.

Attachments

Bills for 07.23.2024

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
2900	BROWN DRILLING	06/25/2024	1360	FOA	CHLORINATE WELL #1	
51039	7215 HIGHLAND ROAD	07/23/2024		N		300.00
06/25/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	300.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
2900	BROWN DRILLING	06/25/2024	1361	FOA	WELL #3 REPAIR/REPLACE	
51078	7215 HIGHLAND ROAD	07/23/2024		N		67,252.25
06/25/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		67,252.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	67,252.25

VENDOR TOTAL: 67,552.25

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
CARROTTOP	CARROT-TOP INDUSTRIES, INC.	07/02/2024	131792	FOA	2 US FLAGS	
51085	P.O. BOX 736831	07/23/2024		N		283.97
07/02/2024	DALLAS TX, 75373-6831	/ /	0.0000	N		0.00
		07/23/2024		N		283.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	283.97

VENDOR TOTAL: 283.97

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
CHLORIDESO	CHLORIDE SOLUTIONS, LLC	06/22/2024	100640	FOA	DUST CONTROL	
51033	672 NORTH M-52	07/23/2024		N		7,393.72
06/22/2024	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		07/23/2024		Y		7,393.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	5,545.29
204-000-969.002	ROAD CHLORIDE	1,848.43
		<u>7,393.72</u>

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
CHLORIDESO	CHLORIDE SOLUTIONS, LLC	06/28/2024	100653	FOA	DUST CONTROL	
51032	672 NORTH M-52	07/23/2024		N		15,147.22
06/28/2024	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		07/23/2024		Y		15,147.22

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	11,360.42

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

204-000-969.002	ROAD CHLORIDE					3,786.80
						15,147.22

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	07/05/2024	100684	FOA	DUST CONTROL	
51065	672 NORTH M-52	07/23/2024		N		6,922.67
07/05/2024	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		07/23/2024		Y		6,922.67

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	5,192.00
204-000-969.002	ROAD CHLORIDE	1,730.67
		6,922.67

VENDOR TOTAL: 29,463.61

CINTAS	CINTAS CORPORATION	07/08/2024	4198148945	FOA	MATS	
51064	P.O. BOX 630910	07/23/2024		N		63.47
07/08/2024	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		07/23/2024		N		63.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	63.47

VENDOR TOTAL: 63.47

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	07/05/2024	165978	FOA	JULY 2024 PARKS TRASH	
51041	PO BOX 241	07/23/2024		N		300.00
07/05/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		Y		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	300.00

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	07/05/2024	166481	FOA	WEEKLY GARBAGE REMOVAL AT TWP	
51040	PO BOX 241	07/23/2024		N		188.00
07/05/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		Y		188.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	188.00

VENDOR TOTAL: 488.00

0070	DTE ENERGY	06/30/2024	200434936819	FOA	JUNE 2024 - MILLPOINTE, FIDDLERS GRO	
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
51049	P.O BOX 740786	07/23/2024		N		1,706.71
	CINCINNATI					
06/30/2024	OH, 45274-0786	/ /	0.0000	N		0.00
		07/23/2024		N		1,706.71

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-282.001	MILLPOINTE STREETLIGHTS DEPOSIT	285.66
101-000-282.002	FIDDLAR GROVE STREETLIGHT DEPOSIT	23.27
101-000-282.003	WALNUT RIDGE STREETLIGHTS DEPOSIT	25.46
101-448-921.000	STREET LIGHTS	1,372.32
		<u>1,706.71</u>

VENDOR TOTAL: 1,706.71

DWTROPICAL	DW TROPICAL HEATING & COOLING	06/15/2024	2024615	FOA	SERVICE CALL	
51036	77 WEST PETERSON	07/23/2024		N		297.51
06/15/2024	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		07/23/2024		N		297.51

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	297.51

VENDOR TOTAL: 297.51

1115	ECONO PRINT	06/28/2024	71843	FOA	SUMMER 2024 NEWSLETTER	
51042	10312 DEXTER PINCKNEY RD	07/23/2024		N		149.28
06/28/2024	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		07/23/2024		N		149.28

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	149.28

VENDOR TOTAL: 149.28

ELECTROCYC	ELECTROCYCLE, INC.	07/09/2024	53078	FOA	ONSITE DOCUMENT DESTRUCTION	
51069	23953 RESEARCH DR	07/23/2024		N		42.00
07/09/2024	FARMINGTON HILLS MI, 48335	/ /	0.0000	N		0.00
		07/23/2024		N		42.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-801.000	CONTRACTED SERVICES	42.00

VENDOR TOTAL: 42.00

EXCLUSIVEE	EXCLUSIVE EXCAVATING	07/09/2024	524.01	FOA	SERVICE LINE REPAIR AT 11264 MATTHEW	

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
51079	P.O. BOX 1881	07/23/2024		N		20,250.00
07/09/2024	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/23/2024		Y		20,250.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	20,250.00

VENDOR TOTAL: 20,250.00

0150	HARTLAND CONSOLIDATED SCHOOLS	06/30/2024	174615	FOA	JUNE 2024 FUEL	
51072	9525 E HIGHLAND ROAD	07/23/2024		N		610.73
07/10/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		610.73

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-860.000	GASOLINE	151.82
536-000-860.000	GASOLINE	458.91
		610.73

VENDOR TOTAL: 610.73

HARTLANDSE	HARTLAND SENIOR ACTIVITY CENTER	07/16/2024	JULY 2024	FOA	JULY 2024 PAYMENT PER AGREEMENT	
50135	9525 E HIGHLAND RD	07/23/2024		N		11,000.00
07/16/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		11,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-703-881.000	HARTLAND SENIOR CENTER CONTRIBUTION	11,000.00

VENDOR TOTAL: 11,000.00

0001	HARTLAND TOWNSHIP GENERAL FUND	07/08/2024	070824	FOA	JUNE 2024 MOBILE HOME TAX DISBURSEME	
51061		07/23/2024		N		287.00
07/08/2024	,	/ /	0.0000	N		0.00
		07/23/2024		N		287.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	287.00

VENDOR TOTAL: 287.00

HARTTREASU	HARTLAND TOWNSHIP TREASURER	06/30/2024	2ND QTR 2024 UB	FOA	2ND QTR 2024 UB - TWP HALL, HERO CTR	
51031	2655 CLARK RD	07/23/2024		N		3,094.89
06/30/2024	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		07/23/2024		N		3,094.89

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.005	UTILITIES - WATER	819.85
101-265-920.005	UTILITIES - WATER	81.37
101-265-920.004	UTILITIES - SEWER	170.67
101-265-920.005	UTILITIES - WATER	167.41
101-751-920.004	UTILITIES - SEWER	170.32
536-000-920.004	UTILITIES - SEWER	1,182.21
101-463-920.005	UTILITIES - WATER	503.06
		<u>3,094.89</u>

VENDOR TOTAL: 3,094.89

1548	HORIZON LANDSCAPE INC.	07/09/2024	070924	FOA	REFUND APPLICATION FEE ZBA CASE #24-	
51067	11765 HIBNER RD	07/23/2024		N		700.00
07/09/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		N		700.00

Open

GL NUMBER	DESCRIPTION	AMOUNT				
101-000-622.000	ZONING FEES	700.00				
1548	HORIZON LANDSCAPE INC.	07/15/2024	17013	FOA	WINTERIZATION AFTER WINTERFEST AT HE	
51107	11765 HIBNER RD	07/23/2024		N		485.00
06/28/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		N		485.00

Open

GL NUMBER	DESCRIPTION	AMOUNT				
101-751-955.000	PARKS - SPECIAL EVENTS	485.00				
1548	HORIZON LANDSCAPE INC.	07/15/2024	17029	FOA	JULY 2024 MOWING M-59 MEDIANS	
51108	11765 HIBNER RD	07/23/2024		N		3,986.17
07/10/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		N		3,986.17

Open

GL NUMBER	DESCRIPTION	AMOUNT				
101-463-802.000	LAWN/SNOW MAINTENANCE	3,986.17				
1548	HORIZON LANDSCAPE INC.	07/15/2024	17030	FOA	JULY 2024 MOWING STATION 61	
51109	11765 HIBNER RD	07/23/2024		N		1,396.83
07/10/2024	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/23/2024		N		1,396.83

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-802.000	LAWN/SNOW MAINTENANCE	1,396.83

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

VENDOR TOTAL: 6,568.00

K&J	K & J ELECTRIC, INC	07/03/2024	136	FOA	WELL #1 REPLACE VFD	
51043	7219 EAST HIGHLAND RD	07/23/2024		N		328.00
07/03/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		328.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	328.00

K&J	K & J ELECTRIC, INC	07/03/2024	137	FOA	WELL #3 REPLACE VFD	
51044	7219 EAST HIGHLAND RD	07/23/2024		N		12,619.00
07/03/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		12,619.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	12,619.00

VENDOR TOTAL: 12,947.00

KRAGER	KRAGER, GARY	07/08/2024	070824	FOA	FARMERS MKT REFUND	
51048	8295 DWYER RD	07/23/2024		N		70.00
07/08/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		70.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-652.000	FARMERS MARKET REVENUE	70.00

VENDOR TOTAL: 70.00

LAROSE	LAROSE PROFESSIONAL SERVICES, LLC	07/10/2024	500	FOA	DRP PANEL 3RD PARTY	
51071	P.O. BOX 248	07/23/2024		N		1,125.29
04/03/2024	LEWISTON MI, 49756	/ /	0.0000	N		0.00
		07/23/2024		N		1,125.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-826.000	LEGAL FEES	1,125.29

VENDOR TOTAL: 1,125.29

0220	LIVINGSTON COUNTY TREASURER	07/08/2024	070824	FOA	JUNE 2024 MOBILE HOME TAX DISBURSEME	
51062	200 E. GRAND RIVER	07/23/2024		N		1,435.00
07/08/2024	HOWELL MI, 48843	/ /	0.0000	Y		0.00
		07/23/2024		N		1,435.00

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,435.00
0220	LIVINGSTON COUNTY TREASURER	07/11/2024 071124
51112	200 E. GRAND RIVER	07/23/2024
07/11/2024	HOWELL MI, 48843	/ / 0.0000
		07/23/2024
		FOA BOR/PRE ADJ
		N
		Y
		N

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-850.000	TAX CHARGEBACKS	43.82
204-000-850.000	TAX CHARGEBACKS	6.14
206-000-850.000	TAX CHARGEBACKS	8.76
		<u>58.72</u>

VENDOR TOTAL: 1,493.72

2909	LIVINGSTON CTY.DRAIN COMMISSIO	06/30/2024 3819	FOA	JUNE 2024 SEWER SYSTEM O&M	
51030	2300 E. GRAND RIVER	07/23/2024	N		180,839.48
	STE. 105				
07/02/2024	HOWELL MI, 48843	/ / 0.0000	N		0.00
		07/23/2024	N		180,839.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	180,839.48
		<u>180,839.48</u>

VENDOR TOTAL: 180,839.48

1180	PETER'S TRUE VALUE HARDWARE	07/03/2024 K73130	FOA	MARKING PAINT	
51034	3455 W. HIGHLAND ROAD	07/23/2024	N		52.45
07/03/2024	MILFORD MI, 48380	/ / 0.0000	N		0.00
		07/23/2024	N		52.45

Open

GL NUMBER	DESCRIPTION	AMOUNT			
536-000-740.000	OPERATING SUPPLIES	52.45			
1180	PETER'S TRUE VALUE HARDWARE	07/08/2024 K83232	FOA	MATERIALS NEEDED FOR TRIM/DOOR IN ST	
51059	3455 W. HIGHLAND ROAD	07/23/2024	N		50.74
07/08/2024	MILFORD MI, 48380	/ / 0.0000	N		0.00
		07/23/2024	N		50.74

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-265-970.000	CAPITAL OUTLAY	50.74

1180	PETER'S TRUE VALUE HARDWARE	07/08/2024 K83237	FOA	PAINT TO TOUCH UP WTR SYSTEM ITEMS	
51063	3455 W. HIGHLAND ROAD	07/23/2024	N		20.98
07/08/2024	MILFORD MI, 48380	/ / 0.0000	N		0.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

		07/23/2024		N		20.98
Open						

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	20.98
VENDOR TOTAL:		124.17

0102	PHP PFEFFER-HANNIFORD-PALKA	07/08/2024	070824	FOA	AUDIT FOR FY24	
51070	225 E. GRAND RIVER, STE 104	07/23/2024		N		19,000.00
07/08/2024	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/23/2024		Y		19,000.00

GL NUMBER	DESCRIPTION	AMOUNT
101-101-807.000	AUDIT FEES	9,160.00
590-000-807.000	AUDIT FEES	4,990.00
536-000-807.000	AUDIT FEES	4,000.00
206-000-807.000	AUDIT FEES	850.00
VENDOR TOTAL:		19,000.00

PMTECH	PM TECHNOLOGIES	06/24/2024	92570704	FOA	WTP NEW CONTROLLER	
51045	28294 BECK ROAD	07/23/2024		N		4,387.61
06/24/2024	WIXOM MI, 48393	/ /	0.0000	N		0.00
		07/23/2024		N		4,387.61

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	4,387.61
VENDOR TOTAL:		4,387.61

JOHNSON	ROSATI,SCHULTZ,JOPPICH&AMTSBUECHLER	07/10/2024	1081712	FOA	JUNE 2024 - ORDINANCE ENFORCEMENT MA	
51084	27555 EXECUTIVE DRIVE, SUITE 250	07/23/2024		N		216.00
07/10/2024	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		07/23/2024		Y		216.00

GL NUMBER	DESCRIPTION	AMOUNT
101-722-826.000	LEGAL FEES	216.00
VENDOR TOTAL:		216.00

SANMARINO	SAN MARINO EXCAVATING, INC.	07/15/2024	155571	FOA	DUMPSTER RENTAL LARGE ITEM CLEAN-UP	
51110	5550 MITCHEL WAY	07/23/2024		N		415.00
06/30/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		415.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	415.00

VENDOR TOTAL: 415.00

SECURITYLO	SECURITY LOCK SERVICE INC	07/11/2024	1392	FOA	STEEL DOOR/FRAME DOOR PKG	
51114	401 WASHINGTON ST	07/23/2024		N		3,225.00
07/11/2024	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/23/2024		N		3,225.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-265-970.000	CAPITAL OUTLAY	3,225.00

VENDOR TOTAL: 3,225.00

SPALDING	SPALDING DEDECKER	07/16/2024	00099047	FOA	SHOPS AT WALDENWOODS THRU 5/26/24	
51113	905 SOUTH BLVD EAST	07/23/2024		N		4,549.00
06/18/2024	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/23/2024		N		4,549.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0054	SHOPS AT WALDENWOODS	4,549.00

SPALDING	SPALDING DEDECKER	06/18/2024	99043	FOA	BUFFALO WILD WINGS THRU 5/26/24	
50964	905 SOUTH BLVD EAST	07/23/2024		N		872.50
06/18/2024	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/23/2024		N		872.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0042	PWRW LLC (BUFFALO WILD WINGS)	872.50

SPALDING	SPALDING DEDECKER	06/18/2024	99044	FOA	COURTYARDS OF HARTLAND THRU 5/26/24	
50965	905 SOUTH BLVD EAST	07/23/2024		N		796.00
06/18/2024	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/23/2024		N		796.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0055	COURTYARDS OF HARTLAND	796.00

SPALDING	SPALDING DEDECKER	06/18/2024	99045	FOA	HUNTERS RIDGE PH 2&3 THRU 5/26/24	
50966	905 SOUTH BLVD EAST	07/23/2024		N		19,213.50
06/18/2024	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/23/2024		N		19,213.50

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0022	HUNTERS RIDGE	19,213.50

SPALDING	SPALDING DEDECKER	06/18/2024	99046	FOA	HIGHLAND RESERVE THRU 5/26/24	
50967	905 SOUTH BLVD EAST	07/23/2024		N		4,353.50
06/18/2024	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/23/2024		N		4,353.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0056	HIGHLAND RESERVES/GREEN VENTURES EXP	4,353.50

VENDOR TOTAL: 29,784.50

SPECTRUM	SPECTRUM PAINTING	07/09/2024	2404-2318-6652	FOA	PAINTING TWP HALL BOARD ROOM	
51066	10023 BERGIN RD	07/23/2024		N		7,429.91
07/09/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		Y		7,429.91

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-265-970.000	CAPITAL OUTLAY	7,429.91

VENDOR TOTAL: 7,429.91

STAPLES	STAPLES	07/06/2024	6006375441	FOA	NOTARY SUPPLIES	
51055	PO BOX 660409	07/23/2024		N		83.28
07/06/2024	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		07/23/2024		N		83.28

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-727.000	SUPPLIES & POSTAGE	83.28

VENDOR TOTAL: 83.28

STECKROTH	STECKROTH, ROBERT	07/10/2024	071024	FOA	OVERPAYMENT OF APPLICATION FEE	
51080	608 N HACKER RD	07/23/2024		N		25.00
07/10/2024	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/23/2024		N		25.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-622.000	ZONING FEES	25.00

VENDOR TOTAL: 25.00

STUARTLEVE	STUART LEVE, INC.	07/11/2024	451854	FOA	REMOVAL/REPLACE DEAD PLANTS AT TWP H	
51106	2570 ZAM PARKWAY	07/23/2024		N		869.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
07/11/2024	MILFORD MI, 48381	/ /	0.0000	N		0.00
		07/23/2024		N		869.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	869.00

VENDOR TOTAL: 869.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SPIRITOFLI	THE SPIRIT OF LIVINGSTON	06/04/2024	5034	FOA	ID BADGES	
51058	3280 W GRAND RIVER	07/23/2024		N		30.00
06/04/2024	HOWELL MI, 48855	/ /	0.0000	N		0.00
		07/23/2024		N		30.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-727.000	SUPPLIES & POSTAGE	15.00
101-441-727.000	SUPPLIES & POSTAGE	15.00
		30.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SPIRITOFLI	THE SPIRIT OF LIVINGSTON	06/20/2024	5130	FOA	FARMERS MKT SIGNS	
51060	3280 W GRAND RIVER	07/23/2024		N		300.00
06/20/2024	HOWELL MI, 48855	/ /	0.0000	N		0.00
		07/23/2024		N		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	300.00

VENDOR TOTAL: 330.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SCADA	UIS SCADA, INC.	07/08/2024	530375271	FOA	TROUBLESHOOT ANALOG SIGNAL AT WELLS	
51068	2290 BISHOP CIRCLE EAST	07/23/2024		N		690.00
07/08/2024	DEXTER MI, 48130	/ /	0.0000	N		0.00
		07/23/2024		N		690.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	690.00

VENDOR TOTAL: 690.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
VC3, INC.	VC3, INC.	07/04/2024	156651	FOA	JULY 2024 MS OFFICE 365	
51046	C/O PNC BANK	07/23/2024		N		512.50
07/04/2024	P.O. BOX 746804	/ /	0.0000	N		0.00
	ATLANTA GA, 30374-6804	07/23/2024		N		512.50

Open

07/16/2024 02:50 PM
 User: SUSANC
 DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
 EXP CHECK RUN DATES 07/23/2024 - 07/23/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	512.50
VC3, INC. 51047	VC3, INC. C/O PNC BANK P.O. BOX 746804 ATLANTA GA, 30374-6804	07/04/2024 156751 07/23/2024 / / 0.0000 07/23/2024
		FOA JULY 2024 CLOUD PROTECTION/DATA RECO N 317.00 N 0.00 N 317.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-258-801.000	CONTRACTED SERVICES	317.00
VENDOR TOTAL:		829.50
TOTAL - ALL VENDORS:		405,741.88

FUND TOTALS:

Fund 101 - GENERAL FUND	84,380.41
Fund 204 - MUNICIPAL STREET FUND	7,372.04
Fund 206 - FIRE OPERATING	2,553.10
Fund 401 - CAPITAL PROJECTS FUND	10,705.65
Fund 536 - WATER SYSTEM FUND	31,342.16
Fund 539 - WATER REPLACEMENT FUND	80,199.25
Fund 577 - CABLE TV FUND	512.50
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	186,954.77
Fund 701 - TRUST AND AGENCY	1,722.00

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: July 16, 2024

Recommended Action

Move to approve the presented disbursements under the post-audit resolution.

Discussion

The following disbursements have been made since the last board meeting:

Accounts Payable – \$3,113.66

July 15, 2024 Payroll - \$111,069.23

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the approved FY25 budget.

Attachments

Post Audit Bills List 07.03.2024

Post Audit Bills List 07.10.2024

Payroll for 07.15.2024

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/03/2024	FOA	44710	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	43.90
07/03/2024	FOA	44711	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES	536-000-740.000	149.91
07/03/2024	FOA	44712	LOWES BUSINESS ACCT/SYNCB	REPAIRS & MAINTENANCE	101-265-930.000	99.73
		44712		REPAIRS & MAINT - HERO TEEN CTR	101-265-930.001	89.76
		44712		OPERATING SUPPLIES	101-751-740.000	279.96
		44712		REPAIRS & MAINTENANCE	101-751-930.000	181.30
		44712		OPERATING SUPPLIES	536-000-740.000	61.70
						712.45
07/03/2024	FOA	44713	PITNEY BOWES BANK INC RESERVE	SUPPLIES & POSTAGE	101-172-727.000	47.79
		44713		SUPPLIES & POSTAGE	101-191-727.000	537.27
		44713		SUPPLIES & POSTAGE	101-192-727.000	5.68
		44713		SUPPLIES & POSTAGE	101-209-727.000	2.56
		44713		SUPPLIES & POSTAGE	101-215-727.000	99.21
		44713		SUPPLIES & POSTAGE	101-253-727.000	1.92
		44713		TAX COLLECTION	101-253-811.100	16.64
		44713		SUPPLIES & POSTAGE	101-400-727.000	12.16
		44713		SUPPLIES & POSTAGE	101-441-727.000	130.35
		44713		SUPPLIES & POSTAGE	101-722-727.000	9.33
		44713		SUPPLIES/POSTAGE	536-000-727.000	0.64
		44713		SUPPLIES & POSTAGE	590-000-727.000	0.64
						864.19
TOTAL - ALL FUNDS				TOTAL OF 4 CHECKS		1,770.45

--- GL TOTALS ---

101-172-727.000	SUPPLIES & POSTAGE	47.79
101-191-727.000	SUPPLIES & POSTAGE	537.27
101-192-727.000	SUPPLIES & POSTAGE	5.68
101-209-727.000	SUPPLIES & POSTAGE	2.56
101-215-727.000	SUPPLIES & POSTAGE	99.21
101-253-727.000	SUPPLIES & POSTAGE	1.92
101-253-811.100	TAX COLLECTION	16.64
101-265-920.001	UTILITIES - GAS	43.90
101-265-930.000	REPAIRS & MAINTENANCE	99.73
101-265-930.001	REPAIRS & MAINT - HERO TEEN CTR	89.76
101-400-727.000	SUPPLIES & POSTAGE	12.16
101-441-727.000	SUPPLIES & POSTAGE	130.35
101-722-727.000	SUPPLIES & POSTAGE	9.33
101-751-740.000	OPERATING SUPPLIES	279.96
101-751-930.000	REPAIRS & MAINTENANCE	181.30
536-000-727.000	SUPPLIES/POSTAGE	0.64
536-000-740.000	OPERATING SUPPLIES	211.61
590-000-727.000	SUPPLIES & POSTAGE	0.64
	TOTAL	1,770.45

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/10/2024	FOA	44753	CONSUMERS ENERGY	STREET LIGHTS	101-448-921.000	254.11
		44753		UTILITIES - ELECTRIC	206-000-920.002	46.26
						300.37
07/10/2024	FOA	44754	DTE ENERGY	UTILITIES - ELECTRIC	101-751-920.002	65.06
07/10/2024	FOA	44755	MICHIGAN.COM	MEMBERSHIP & DUES	101-101-804.000	63.00
07/10/2024	FOA	44756	POSTMASTER	SUPPLIES/POSTAGE	536-000-727.000	285.14
		44756		SUPPLIES & POSTAGE	590-000-727.000	629.64
						914.78
TOTAL - ALL FUNDS				TOTAL OF 4 CHECKS		1,343.21

--- GL TOTALS ---

101-101-804.000	MEMBERSHIP & DUES	63.00
101-448-921.000	STREET LIGHTS	254.11
101-751-920.002	UTILITIES - ELECTRIC	65.06
206-000-920.002	UTILITIES - ELECTRIC	46.26
536-000-727.000	SUPPLIES/POSTAGE	285.14
590-000-727.000	SUPPLIES & POSTAGE	629.64
	TOTAL	1,343.21

Check Register Report For Hartland Township
 For Check Dates 07/15/2024 to 07/15/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/15/2024	FOA	17578	MISSION SQUARE	1,193.17	1,193.17	0.00	Open
07/15/2024	FOA	17579	MISSION SQUARE	2,906.72	2,906.72	0.00	Open
07/15/2024	FOA	17580	MISSION SQUARE	3,560.66	3,560.66	0.00	Open
07/15/2024	FOA	DD9327	BERNARDI, MELYNDA A	1,892.83	0.00	1,482.96	Cleared
07/15/2024	FOA	DD9328	BROOKS, TYLER J	3,257.10	0.00	2,275.01	Cleared
07/15/2024	FOA	DD9329	CARRIGAN, ABIGAIL K	684.00	0.00	595.03	Cleared
07/15/2024	FOA	DD9330	CARRIGAN, AMANDA K	3,556.34	0.00	2,810.67	Cleared
07/15/2024	FOA	DD9331	CASE, SUSAN E	2,272.50	0.00	1,327.08	Cleared
07/15/2024	FOA	DD9332	CIOFU, LARRY N	2,856.09	0.00	1,959.04	Cleared
07/15/2024	FOA	DD9333	COSGROVE, HEATHER H	1,918.37	0.00	1,572.97	Cleared
07/15/2024	FOA	DD9334	DRYDEN-HOGAN, SUSAN A	4,025.69	0.00	2,857.10	Cleared
07/15/2024	FOA	DD9335	HAASETH, GWYN M	754.38	0.00	674.53	Cleared
07/15/2024	FOA	DD9336	HABLE, SCOTT R	3,458.33	0.00	2,391.46	Cleared
07/15/2024	FOA	DD9337	HORNING, KATHLEEN A	2,856.09	0.00	2,021.46	Cleared
07/15/2024	FOA	DD9338	HUBBARD, TONYA S	1,954.71	0.00	1,277.62	Cleared
07/15/2024	FOA	DD9339	JOHNSON, LISA	2,214.64	0.00	1,410.83	Cleared
07/15/2024	FOA	DD9340	KENDALL, ANTHONY S	104.58	0.00	96.58	Cleared
07/15/2024	FOA	DD9341	LANGER, TROY D	3,976.36	0.00	2,798.97	Cleared
07/15/2024	FOA	DD9342	LIPKE, BRADY W	1,080.00	0.00	904.31	Cleared
07/15/2024	FOA	DD9343	LOFTUS, DANIEL M	771.90	0.00	663.69	Cleared
07/15/2024	FOA	DD9344	LOUIS, CASEY	1,114.71	0.00	866.73	Cleared
07/15/2024	FOA	DD9345	LUCE, MICHAEL T	5,508.33	0.00	4,045.50	Cleared
07/15/2024	FOA	DD9346	MORGANROTH, CAROL L	2,028.44	0.00	1,509.61	Cleared
07/15/2024	FOA	DD9347	NIXON, MITCHELL A	2,912.38	0.00	2,143.07	Cleared
07/15/2024	FOA	DD9348	RADLEY, JAMES W	1,991.00	0.00	1,480.09	Cleared
07/15/2024	FOA	DD9349	SHOLLACK, DONNA M	2,202.41	0.00	1,670.55	Cleared
07/15/2024	FOA	DD9350	SOSNOWSKI, SHERI R	2,014.00	0.00	1,520.05	Cleared
07/15/2024	FOA	DD9351	VETTRAINO, ALEXANDER D	980.00	0.00	826.21	Cleared
07/15/2024	FOA	DD9352	WYATT, MARTHA K	3,036.20	0.00	1,980.03	Cleared
07/15/2024	FOA	EFT731	HSA EMPLOYER CONTRIBUTIONS	30,120.00	30,120.00	0.00	Cleared
07/15/2024	FOA	EFT732	FEDERAL TAX DEPOSIT	13,867.30	13,867.30	0.00	Cleared

Totals: Number of Checks: 031 111,069.23 51,647.85 43,161.15

Total Physical Checks: 3
 Total Check Stubs: 28

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 07-09-24 Hartland Township Board Regular Meeting Minutes

Date: July 19, 2024

Recommended Action

Move to approve the Hartland Township Board Regular Meeting Minutes for July 9, 2024

Discussion

Draft minutes are attached for review

Financial Impact

None

Attachments

7-9-24 HTB Minutes

DRAFT

1. Call to Order

The meeting was called to order by Supervisor Fountain at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee McMullen,
Trustee O'Connell, Trustee Petrucci

ABSENT: Treasurer Horning

Also present were Township Manager Mike Luce and Planning Director Troy Langer.

4. Approval of the Agenda

Move to approve the agenda for the July 9, 2024, Hartland Township Board meeting as presented.

Motion made by Trustee Petrucci, Seconded by Trustee O'Connell.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee McMullen, Trustee
O'Connell, Trustee Petrucci

Voting Nay: None

Absent: Treasurer Horning

5. Call to the Public

No one came forward.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the July 9, 2024, Hartland Township Board meeting as presented.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee McMullen, Trustee
O'Connell, Trustee Petrucci

Voting Nay: None

Absent: Treasurer Horning

- a. Approve Payment of Bills
- b. Post Audit of Disbursements Between Board Meetings
- c. 06-18-24 Hartland Township Board Regular Meeting Minutes

7. Pending & New Business

8. Board Reports

Clerk Ciofu - Stated the Absentee Ballots for the August 6, 2024, Primary Election have been sent out and we are starting to receive ballots back already. He also stated that we will be processing any Applications for an Absentee Ballot on a daily basis from this point forward. He reminded the public

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

July 09, 2024 – 7:00 PM

that this was an open primary, which means the Democrats are holding their primary and the Republican are also holding on their primary, on the same day. When you vote in this election you will only be able to vote in one primary, either the Democrat or the Republican. If you crossover and vote for a candidate in each party, your ballot will not count.

Trustee Germane - No report.

Trustee O'Connell - No report.

Trustee McMullen - No report.

Trustee Petrucci - No report.

Supervisor Fountain - No report.

[BRIEF RECESS]

9. Information / Discussion

a. Manager's Report

Manager Luce gave a brief update on the Township Hall renovations stating the painting of the main areas of the Township Hall was completed on Saturday, Sunday, and Monday and that the painting company did an outstanding job. He stated the exterior door to the Records Room has been replaced and the next step of that project is installing a door from the Treasury Department to the Records Room for safety issues. He stated the parking lot rehabilitation has been completed and Allied Asphalt did an excellent job on this project. He stated we added eight additional parking spots on the drive from the Township Hall to the park, and we gained an additional twelve spots in the parking lot by paving it. Manager Luce stated at the next Board meeting we will have a Resolution for the 2024 Road Millage renewal. He stated the original millage was 1.5 mills which has been reduced by the Headlee rollback to the current 1.4222 mills. He stated our options were to go for the 1.4222 mills and add an amount to get back to the original 1.5 mills or just go for the current 1.422 mills. We have decided to just go for the 1.4222 mills, and this will continue to roll back from this amount. Due to the increase in taxable values, we will generate about \$1.35 million per year at the current 1.4222 mills for road funding. Manager Luce gave a brief overview of the Veteran's Memorial project and stated he and Public Works Director Scott Hable will be meeting with personnel from Fenton next Thursday on the process of installing a Veteran's Memorial, as they recently completed their Memorial. He stated that the engraving and installation of the monument is included in the price up to 100 characters. He then gave a brief overview of our recent well issues stating that one of the wells, to the best of our knowledge, appears to have been struck by lightning, and we will need to replace the pump end, motor and VFD which will be a significant cost. He stated we will be ordering two large surge protectors for the VFD's. We will also be submitting a claim to our insurance company on this issue. He stated that all of our wells are back online at this time. Manager Luce stated he spoke with the Livingston County Drain Commission (LCDC) regarding a break in their 14" sewer force main near Runyan Lake Road and Clyde Road. He stated the LCDC is working on the repairs. Manager Luce also gave a brief update on the Septage Receiving Station issue. He stated that he and Supervisor Fountain met with our legal council and the County has, in theory, agreed to a Consent Judgement. They reviewed the draft of the Consent Judgement returned by the County. Key points of the County's draft were that they reverted back to the original timelines for the construction of the equalization basis giving them six years to complete this project. He stated they did do another capacity study with their engineering firm and the County agreed to an 80% capacity limit, but there are issues with their flow calculations. Manager Luce then led a discussion on the overall proposed settlement of this issue. Items discussed were the purchase of REU's from Tyrone Township and Genesee County, the payment to Hartland Township regarding the REU's, the timing of the construction of the

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

July 09, 2024 – 7:00 PM

equalization basin, the rental of the REU's for surcharges for the next six years, and setting a timeline for the County to respond to the final Consent Judgement. Trustee Germane inquired as to the date of the next all Boards Partner's in Progress meeting and was told it was Wednesday, August 21st at 7:30 a.m. Trustee McMullen inquired as to whether there was a list of roads that would be improved if the Road Millage were to pass. Manager Luce stated there is a list, and the two major projects are the paving of Bergin and Pleasant Valley roads, along with maintenance and repairs on many roads. Trustee Germane inquired if Crouse Rd. in the Village is on the list and Manager Luce confirmed that it is on the list.

b. Workshop to discuss Accessory Dwelling Units (ADU)

Manager Luce stated he sent out literature to the Board this week regarding Accessory Dwelling Units (ADU's) and it is becoming an issue for many communities. Supervisor Fountain stated in the literature there are communities of all sizes that have already addressed this issue through ordinances. Manager Luce then turned the meeting over to Planning Director Troy Langer who gave a brief history of ADU's dating back to California legislation in the 1960's. He stated the Ordinance Review Committee has just started discussion on ADU's. He then led a discussion on ADU's, and items discussed were types of ADU's, the purpose of ADU's, what could a resident do at this point in time, and what distinguishes an ADU from a simple home improvement. Director Langer stated that basically an ADU would have a separate bedroom, bathroom, and kitchen and would be detached internally with locked doors from the main dwelling. More detailed discussions were held on the long-term aspects of ADU's, households with internal ADU's and PRE and taxable value aspects, requirement of owner to occupy the property with an ADU, and potential ordinance requirements regarding ADU's in zoning classifications, acreage requirements and size of ADU's. The Board also discussed HOA regulations regarding ADU's, ADU utility connections through the main household or directly to the ADU, the effect of ADU's on sewer and water REUs, and who could live in an ADU. Director Langer stated he will take these comments and concerns back to the Ordinance Review Committee.

10. Adjournment

Move to adjourn the meeting at 9:45 p.m.

Motion made by Trustee Petrucci, Seconded by Clerk Ciofu.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: Treasurer Horning

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan PD Application #24-003 Redwood Living Planned Development (PD) Phase II – Preliminary PD Site Plan (**Revised Plans dated June 6, 2024**)

Date: July 16, 2024

Recommended Action

Move to recommend approval of Site Plan/PD #24-003, the Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, as outlined in the staff memorandum dated June 20, 2024.

Approval is subject to the following conditions:

1. The Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, SP/PD #24-003, is subject to the approval of the Township Board.
2. Waiver request for the development monument sign to be located off-site is approved.
3. Waiver request for an interim sign to be located off-site is approved.
4. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandums, dated April 18, 2024, and June 20, 2024, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any applicable ingress-egress access easements and agreements between all applicable parties. The applicant, and/or any future owners shall agree to not interfere with or object to any future roadway connection to the south. All applicable easements and documentation for the off-site signage shall be submitted with the Final PD submittals. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. The applicant shall obtain approval of a land division for the parcel associated with the proposed project.
7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and all other government agencies, as applicable.
8. (Any other conditions the Township Board deems necessary).

Discussion

Applicant: Redwood Living

Site Description

The proposed planned development (PD) is shown in the northwest portion of Hartland Glen Golf Club. Currently the golf course property is primarily zoned CA (Conservation Agricultural), and other portions are zoned HDR (High Density Residential). The golf course property, addressed as 12400 Highland Road, is west of Pleasant Valley Road, south of Cundy Road, and west of Hartland Glen Lane. The golf course property is approximately 352.69 acres (Parcel ID # 4708-26-100-023).

In 2017, the northern portion of the golf course property and two adjacent properties on Cundy Road, were rezoned to HDR under Rezoning Application #361, however the zoning lines are not defined on the current zoning map. The HDR portion is approximately 73 acres.

Redwood Living PD Phase I occupies approximately 27.14 acres (Parcel ID #4708-26-100-020), in the northeast portion of the former golf course property. This phase consists of thirty (30) single-story, multi-unit apartment buildings, with a total of 148 apartment units. Phase I is currently under construction.

The proposed project, Redwood Living Planned Development Phase II, occupies approximately 29.89 acres of the golf course property, in the northwest part of the golf course (Parcel ID #4708-26-100-023). The two (2) residential developments (Phase I and II) are connected via internal private roadways. Phase II has twenty-eight (28) single-story, multi-unit apartment buildings and a total of 130 apartment units.

The Planning Commission held a public hearing on this request at the April 25, 2024, regular meeting. After considerable discussion by the Planning Commission the request was adjourned with direction for the applicant to modify the site plan. The applicant made modifications to the site plan, per the comments from the Planning Commission. The Planning Commission recommended approval at their June 27, 2024, regular meeting.

The proposed site development plan shows proposed parcel/property lines that delineate the project area. A land division request and application will be reviewed separately.

Existing wetland areas/ponds are shown on the submitted plans.

West of the proposed Phase II project area, properties are zoned SR (Suburban Residential) and are part of the Handy Maxfield Shores subdivision, with single-family residences on each lot. Properties to the north are zoned CA and are occupied by single-family residences. Three (3) adjacent properties to the south are zoned CA and are occupied by single-family residences (by southwest corner of the subject site). The golf course property to the south is zoned CA or HDR.

Public access to the proposed development is via two (2) private roadways that are part of Redwood Living PD Phase 1. An emergency access road is shown on the south side of the development, for a future connection. An ingress/egress access agreement for this connection will be required as part of the Final Plan Review.

Hartland Glen Golf Course was previously designated as Medium Suburban Density Residential on the 2015 Future Land Use Map (FLUM); however, in 2020-2021, several amendments were made to the FLUM and Comprehensive Development Plan. The amendments were approved by the Township Board on May 18, 2021. One of the areas that was amended is the Hartland Glen Golf Course property, which is now designated as a Special Planning Area (SPA), thus the proposed Redwood Living PD Phase 2 project area is designated as SPA on the amended FLUM.

The 2020-2021 Amended Future Land Use Map designations for properties adjacent to the subject site (29.89-acre site) are as follows:

North: Medium Suburban Density Residential

South: Medium Suburban Density Residential and Special Planning Area

East: Special Planning Area

West: Medium Urban Density Residential

Planned Development Procedure

Section 3.1.18 of the Township’s Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step. The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district.

As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD. The public hearing was held at the April 25, 2024, Planning Commission meeting. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

For all intents and purposes, the Preliminary Plan step is essentially the same as a preliminary site plan review for a conventional project in the Township. All the information and details required for a preliminary site plan approval must be provided for the Preliminary PD review and approval. Final PD review will involve detailed plans for those phases for which construction is intended to begin immediately, review of the Planned Development Agreement, and other written documents as applicable.

Proposed Use and Project Summary

This section of the memorandum outlines the basic elements of the proposed project. Please refer to the staff memorandum dated April 18, 2024, for additional details about the proposed project. A discussion of the revised plans and submittals from the applicant is also provided in this memorandum.

Redwood PD Phase II is a residential planned development and essentially is a continuation of Redwood Living Phase I. Similar to Redwood Living PD Phase I, the target market for this residential development includes empty nesters, seniors, and young professionals; however, the development is not age restricted. The building styles, building materials, and interior layout options are similar to those found in Phase I.

Phase II of the proposed residential planned development consists of twenty-eight (28), single-story, multi-unit apartment buildings. The project area is approximately 29.89 acres in size. The Preliminary Plan shows the footprint of each of the twenty-eight (28) apartment buildings and with a total of 130 apartment units.

Following is a summary of Phase I and Phase II:

Phase	Development Area (Acres)	#Apartment Units
Phase I	27.14 acres	148 units
Phase II	29.89 acres	130 units
TOTAL	57.03 acres	278 units

There are two (2) types of apartment buildings: 4-unit and 6-unit. Nineteen (19) buildings are 4-unit buildings. Nine (9) buildings are 6-unit buildings. Three (3) of the 6-unit buildings have extended garages (18 units total), with an extra four (4) feet of garage length to accommodate larger vehicles.

Public access to the development is via two (2) private roadways associated with Phase I. Internally the residential units are served by several private roadways. The roadway design is the same as in Phase I, with a concrete travel lane having a width of twenty-two (22) feet plus an integral 5-foot-wide integral, accessible sidewalk, on one side of the roadway, that is scored and stained to delineate it from the travel lane. The total width is twenty-seven (27) feet. A designated road right-of-way easement is not part of the roadway design. Curb and gutter are not part of the roadway design in order to provide an ADA-compliant accessible route and avoid ramps, per the applicant's explanation previously (Phase 1). The private roadways will not meet the private road standards as outlined in Section 5.23 of the Zoning Ordinance.

The Open Space Plan states approximately 15.74 acres of the site is open space (52.7% of the PD area), with approximately 8.16 acres designated as usable open space (27.3% of the PD area).

The estimated proposed density is 4.35 dwelling units per acre, using 130 dwelling units.

Municipal sewer access is available and an adequate number of REU's (Residential Equivalency Units) are attached to the planned development property.

An off-site, permanent monument sign is proposed, to be located on a separate parcel of land that is currently under the ownership of Hartland Glen Development LLC. The approximate 1.06 area parcel is zoned CA, and has frontage along Highland Road on the north, Cundy Road on the south, and borders Hartland Glen Lane on the east (Parcel ID #4708-26-100-021). The south property line abuts Redwood Living Phase I.

The revised monument sign drawing shows two (2) sign panels, with one sign panel for Hartland Glen Golf Course and one for Redwood Apartment Neighborhoods. Additionally, a second off-site interim/construction sign is proposed on the same parcel. A drawing of the sign is provided. The applicant has requested a waiver for each off-site sign as part of this request. Additional information is provided in a separate section of this memorandum.

Review of Project – Revised Plans and Submittals from Applicant

The public hearing for SP PD #24-003, Redwood PD Phase II Preliminary Plan, was held at the Planning Commission meeting on April 25, 2024. Comments and questions arose at the public hearing which required additional information or revisions to the plans. As a result, the Planning Commission did not make a recommendation on April 25, 2024, on the project. The applicant was tasked with addressing the comments made at the public hearing and providing revised plans and responses to the questions, to be presented at a future Planning Commission meeting.

In response to the topics discussed at the public hearing, the applicant has provided revised plans and other documents as listed below:

- Applicant's letter dated June 5, 2024, with an itemized list of revisions to the plans. Written responses are provided for comments and questions from the public hearing held at the Planning Commission meeting on April 25, 2024.
- Information on Redwood property operations and staffing

- Community benefit statement/list of benefits
- Revised plan set containing civil and landscape plans (civil set dated June 6, 2024; Landscape plans dated June 6, 2024)
- The landscape plans are signed by a Registered Landscape Architect
- Architectural plans dated February 24, 2023 and March 3, 2023 – same version as previous set for public hearing
- Open space aerial plan
- Phase 2 Concept Plan high profile mark-up plan with new site layout
- Limits of disturbance plan (with and without aerial background)
- Sidewalk distance plan
- Fire truck turning movement exhibit
- Revised off-site monument sign exhibit
- Interim/construction off-site sign exhibit
- Waiver request for off-site signage

In this staff memorandum, plan revisions and other submittals from the applicant will be discussed by topic. Please review the submittals in order to have a complete understanding of the responses from the applicant. Also please refer to the staff memorandum dated April 18, 2024, for SP PD #24-003 (Redwood PD Phase II Preliminary Plan) for all other design details and other topics that will not be discussed in this memorandum.

Revised Site Plans dated June 6, 2024 - Overview

The twenty-eight (28) apartment buildings in Phase II have been re-lettered on the plan, now starting where Phase I lettering left off. A copy of the previous plan for Phase II is not provided as an attachment with this staff memorandum, please reference the previous packet of information to reference to previous site plan, or please contact the Planning Department to obtain a copy. Some of the site plan revisions are noted below, with additional details in other sections of this memorandum, as applicable. Landscaping revisions will be discussed in a separate section.

- Building ZZ (formerly Building T) has been shifted to the west, by swapping the building with a parking area to provide a berm with landscape buffer, to screen the adjacent single-family residence. The parking area now has seven (7) parking spaces (formerly had six (6) parking spaces).
- Thirty-one (31) off-street parking spaces (on the road) are provided throughout the site, in five (5) parking areas on the street. This number includes one (1) barrier-free parking space at the mail kiosk. The previous plan had twenty-nine (29) parking spaces. In several places the applicant states there are thirty-two (32) parking spaces, but staff could not confirm that number on the plan. Additional discussions on parking spaces and parking calculations are provided in a separate section in this memorandum.
- The emergency access (stub street) has been extended to the south property line of Phase II property. A five (5) foot wide sidewalk is shown on the east side of the access street.
- An amenity area has been added to the development, on the east side of the site, between Building GG and HH. The area includes a lending library structure, bench, and landscaping (see Sheet L1.1.).
- Revisions to the landscape plans have been made, which will be discussed in a separate section in this memorandum.

Discussion of Applicable Eligibility Criteria and PD Design Standards – Review of Revised Plans

The next part of this memorandum includes a discussion on specific topics that have been addressed by the applicant via written documentation, revised plans, or other submittals. Essentially this follows the format of the staff memorandum dated April 18, 2024, but only applicable review standards are discussed in this memorandum, as they pertain to revised plans and submittals from the applicant.

Eligibility Criteria (Section 3.1.18.B.)

To be eligible for PD approval, the applicant must demonstrate that the criteria in Section 3.1.18.B. will be met.

- 1. Recognizable Benefits.** *The planned development shall result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning.*

The applicant has provided a written document that outlines the Community Benefits that the Redwood Apartment Neighborhood will provide to future residents and Hartland Township. The key points are noted below:

- Site plan is designed to preserve the existing natural buffer and open space areas through clustering the buildings toward the center of the property. This maintains the mature tree line and provides a buffer against the adjacent single-family properties to the west, south, and north.
- Plan exceeds the required setbacks for a planned development. This allows for a large amount of open space (15.74 acres; or 52% of the entire site area).
- Creation of a low to no maintenance residential community that is in demand in Hartland Township and offers an alternative to traditional single-family or multi-family residential options. This option can appeal to seniors, empty-nesters, people who work atypical hours, snowbirds, families who wish to move aging family members nearby, people who want equity out of their homes, etc.
- Redwood’s unique housing style can foster opportunities for making single-family homes available when residents down-size and move from a single-family residence to an apartment community like Redwood.
- The apartments are well designed and are comprised of high-quality energy efficient materials and finishes that their residents seek.
- The single-story building design integrates well with the neighboring single-family uses as opposed to multi-story buildings.
- Attached 2-car garage is provided for every unit which is highly valued by the residents.
- Extensive landscaping is provided throughout the site and around the apartment buildings/units that exceeds the required landscape standards.

Planned Development Design Standards (Section 3.1.18.C.)

This section outlines the design standards for a planned development. For the full review please refer to the staff memorandum dated April 18, 2024. Applicable design standards are discussed below based on the revised plans. Additional site standards will be discussed in applicable sections of the Zoning Ordinance.

Most of the discussion here is a repeat from the April 18, 2024, staff memorandum.

1. **Minimum Yard Requirements.** The minimum yard requirements are noted in the chart below per Section 3.1.18.C.vi.a. (for building setbacks):

Yard Location	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along perimeter adjacent to public road	50 ft.	NA (PD is not adjacent to a public road)	NA
Along perimeter, but not adjacent to a road (N, S, E, W) property lines	40 ft.	58 ft. (north) 40 ft. (south)** 17 ft. (east) 256.9 ft. (west)	Yes Yes No Yes
Along an internal collector or local road	40 ft.	25 ft.-measured from bldg. to edge of roadway or integral sidewalk	No

* As measured from property line to closest point of building

**On the previous plan the closest building was 31.7 ft. to the south property line and did not comply

2. **Parking and Loading.** *Planned Developments shall comply with the parking and loading requirements specified in Section 5.8, Off-Street Parking requirements, and Section 5.9, Loading Space Requirements of the Zoning Ordinance.*

Parking requirements are listed in Section 5.8.4.H (Table of Minimum Parking Space Requirements). For the category, Residential, Family, two (2) parking spaces are required for each dwelling unit, plus one (1) additional space for each four (4) dwellings. In this case, with 130 units, 260 parking spaces are required, plus thirty-three (33) additional parking spaces are required ($130 \div 4 = 33$), for a total of 293 parking spaces.

Each apartment unit has an attached 2-stall garage, plus a 25-foot-long, 18-foot-wide driveway. In some instances, driveways are forty (40) feet wide and twenty-five (25) long, where two garages are adjacent to each other. The driveway for each unit could potentially accommodate up to two (2) additional vehicles

Parking is not permitted on the street, except in designated parking areas.

The revised plan shows a total of thirty-one (31) off-street guest parking spaces which are provided within the development, scattered throughout. One (1) barrier-free parking space (van accessible) is located by the mail kiosk. The previous plan offered a total of twenty-nine (29) off-street parking spaces.

The off-street parking spaces are shown as ten (10) feet wide by twenty (20) feet in length and meet the Ordinance standards.

Following is a summary of the available parking spaces.

Required Parking

2 sp. per unit	130 units x 2 spaces =	260 spaces
1 add'l space per 4 units	130 units \div 4 =	33 spaces
Total Required		293 spaces

Provided Parking

2 spaces in each garage	260 spaces
2 spaces each driveway	260 spaces
Off-street parking	31 spaces
Total provided	551 spaces

3. **Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.*

As recap on Open Space, Section 3.15 of the Zoning Ordinance states residential condominium developments (in several zoning district classifications) should provide a minimum of 25% open space, with a minimum of 10% of the total land area to be usable open space (“usable open space” is defined as land area suitable for active recreation). For the proposed development consisting of 29.89 acres, this would equate to a minimum of 7.47 acres of open space, with a minimum of 2.98 acres of usable open space (10%).

The following table outlines the Open Space Requirements (required and proposed).

	Required	Proposed	Complies Yes or No
Open Space	25% = 7.47 acres min.	52.6% = 15.74 acres	Yes
Usable Open Space*	10% = 2.98 acres min.	27.3% = 8.16 acres	Yes

**Per the plan, Usable Open Space includes the integral sidewalks (0.45 acres) and common open space (7.71 acres). Wetland areas and the stormwater management area are not counted as open space on the plan.*

The revised plan set includes an aerial version of the Open Space Plan (Sheet C203, separate document) which includes graphics showing open space areas (black stripes), limits of disturbance (red line), and existing tree preservation limits (blue line).

Sheet C203 in the civil plan set is a black and white version of the aerial plan, without the existing vegetation shown. Open space is shown as striped areas on the plan. Common Open Space areas (or usable open space) are defined by a dashed line, with the area listed for each polygon for a total of 7.71 acres (integral sidewalks are not distinguished with a dashed line on this plan).

A note on the Open Space Plan states “*Existing vegetation between the tree line and limits of disturbance to be evaluated for condition and species. If species and condition of tree is compliant with Township standards, the vegetation shall be protected and preserved*”. This is located on Sheet C203, labeled Open Space Plan.

The applicant should submit the tree evaluation plan to the Township prior to the submittal of the Construction Plan Set, for staff to review. The plan should show the trees to be preserved, with tree species, condition of tree, and tree diameter listed for each tree. Protective fencing should be shown on the grading plan, site plan, and all applicable plan sheets. A detailed drawing of the protective fencing shall be shown on all applicable sheets.

4. **Sidewalks and Pedestrian Access.** *The applicant must demonstrate the PD site, and all uses within the site will be connected to any existing pedestrian and nonmotorized vehicle paths and trails within a public right-of-way or easement open to the public.*

A 5-foot-wide integral sidewalk is shown on one side of each private road within the development. The sidewalks connect to those found in Redwood Living PD Phase I. The applicant submitted a Sidewalk Exhibit that shows two (2) walking loops with distances stated. The red loop travels through Redwood Phase I and Redwood Phase II, for a stated distance of 6,738 feet (1.25-mile loop). The blue loop is only within Redwood Phase II with a distance of 4,254 feet (0.8-mile loop). Per the applicant's explanation the sidewalks provide connectivity throughout the development and are an accessible route for the residents to access open space areas and amenities in both phases.

The applicant states Redwood is providing an access easement to the adjacent residential planned development east of Redwood PD Phase I (Highland Reserve PD/Edwin Allen Homes; SP PD #23-008). The intent is to allow for sidewalk connections between the developments for residents of both communities to enjoy. The access easement is not shown on the current set of plans for Redwood Phase II. The access easement will be reviewed as part of the Final PD.

Requirements for Preliminary Review (Section 3.1.18.E.ii)

1. Traffic Impacts.

The proposed planned development is directly accessed via private roadways in Redwood Living PD Phase I. The roadways in Phase I connect to Hartland Glen Lane on the east. Hartland Glen Lane intersects with Cundy Road, which terminates at Highland Road.

As background information, a traffic generation memo, dated December 21, 2023, prepared by Colliers Engineering and Design was an attachment with the staff memorandum dated April 28, 2024. The document provides a summary of trip generations studies that were completed for seven (7) other Redwood developments, three (3) sites in Ohio and four (4) in Michigan. Based on the data, the site-generated vehicle trips do not meet the minimum threshold (50 peak hour directional trips) to require a traffic impact analysis or further study. The conclusion presented in the memo is that the proposed project would have no significant traffic impact and the change in traffic volume in the adjacent road network would not be discernable or require further study. A Trip Generation Study completed by CESO Inc., dated May 2019 was also submitted. Trip generation data was analyzed from four (4) similarly sized Redwood developments.

Questions about traffic were brought up at the public hearing. The applicant provided responses in the letter dated June 5, 2024, which are noted below:

- Direct vehicular connections to Maxfield Boulevard, Cundy Road, or other Township roadways are not proposed as part of the proposed Redwood Phase II project.
- Internal roadway connections to Redwood Phase I are proposed and a future internal emergency access connection is shown to the south (to the golf course property) on the plans for Redwood Phase II.
- The total percent increase in traffic out to Highland Road is 2.46%. Typically, agencies would require further analysis of all intersections where the projected traffic will represent at least 5% of the intersection volume.

- Redwood Phase II is replacing a portion of the golf course use which would typically generate a larger number of daily trips than the Redwood use.
- If a traffic impact analysis is required by the Livingston County Road Commission (LCRC) or the Michigan Department of Transportation (MDOT), one will be provided.
- Per MDOT guidelines, a traffic impact study is required when a proposed development exceeds 50 directional peak hour trips. A trip generation report for the Redwood development shows 35 directional trips in the AM peak hour and 38 directional trips in the PM peak hour.

2. Fiscal Impacts.

Per the applicant's written statement, the Redwood development will provide an increase in the tax base of Hartland Township and additional residents will support and patronize local businesses. Additionally, the applicant notes the following:

- Redwood as the property owner, will pay the full non-homestead property tax rate on the property and will not seek a homestead exemption.
- Redwood residents will visit local businesses and utilize local services. The Phase I team has developed partnerships with local establishments.
- Redwood uses local vendors now and will require several full-time employees to staff the neighborhood when combined with Phase I.

3. Vehicular Circulation.

The site is accessed at two (2) points via private roadways from Phase I of Redwood Living. The travel lane width is twenty-two (22) feet plus there is an integral 5-foot-wide integral sidewalk on one side of the roadway, for a total road width of twenty-seven (27) feet. The integral sidewalk is scored and stained to delineate it from the travel lane. Curb and gutter are not provided. The private roadways will not meet the private road standards as outlined in Section 5.23 of the Zoning Ordinance.

Per the applicant this type of roadway design is appropriate for the PD as the internal roads handle low traffic volumes, a posted speed limit of 12 MPH is required by Redwood, and on-street parking is not allowed by Redwood.

On the south side of the site, a street stub is shown (26-foot wide) and labeled as emergency access, future connection. The intent is to provide a vehicular connection to future development(s) to the south on land currently owned by Hartland Glen Development LLC. The previous plan showed the stub street ending before the south property line, which generated questions at the public hearing.

The revised plans show the stub street being extended to the south property line, with a five (5) foot wide sidewalk on the east side of the stub street. As noted in the previous staff memorandum, ingress-egress access easements and agreements will be required as part of the Final PD documents. The applicant, and/or any future owners shall agree to not interfere with or object to any future roadway connection to the south.

A Fire Truck Turning Movement Exhibit was submitted with the revised set of plans (separate exhibit). The plan shows turning movements for a fire truck on the curved portions of the interior roadways in Phase II.

4. Landscaping (Section 5.11).

Applicable sections of Section 5.11 (Updated Landscaping and Screening standards) will be applied to the revised landscape plans, as outlined below. The landscape plans are prepared by a Registered Landscape Architect and are signed.

A. Landscaping Adjacent to Road (Sec. 5.11.5.A.ii.)

- Required – Street trees to be provided and maintained at one (1) tree per 35 feet of frontage. Street trees to be located in a 4-foot minimum wide lawn strip between road and sidewalk. When this is not feasible, trees to be planted no further than 15 feet from the edge of pavement or back of curb unless otherwise approved by Planning Commission. Required canopy tree size is a minimum 3-inch caliper tree at the time of planting.
- Proposed – 1 canopy tree per apartment unit, planted in front of each unit, with some exceptions but not at a standard interval; street tree placed between approximately 10 feet and 15 feet from the edge of the pavement (travel lane) or edge of integral sidewalk. Proposed canopy tree size is 3” caliper. **Revised plan shows ten (10) additional street trees.**
- Meets Requirement? – **TBD**
- Comment – Tree spacing varies due to driveway width (double driveway is 40 feet wide) and driveway locations, thus the trees may be further apart than 35 feet on center in some locations. **Planning Commission to determine if the proposed street tree plan is acceptable.**

B. Buffering or Screening (Sec. 5.11.2.G.i.) – Screening between Land Uses (north, south, and west property lines where abutting single-family zoned properties: CA and SR zoned)

- Required – Landscape buffer shall be provided to create a year-round visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and abutting a single family residential zoned property. Evergreen trees to be planted in a staggered or clustered pattern with varying tree heights.
- Proposed – **North and West sides of site: Revised plans show a buffer on the north and west that is comprised of a mix of canopy and evergreen trees. Additional trees have been added to each buffer. Generally speaking, the proposed tree buffer along the north aligns with the line designated as the Limits of Disturbance and abuts the existing tree line that is stated to be preserved.**
- Proposed – **South side of site adjacent to single-family residence: Revised plans show a landscape screen/buffer that is comprised of a low berm placed between Buildings ZZ and CCC (formerly T and W) and primarily landscaped with a mix of evergreen trees, and a few canopy trees and ornamental trees, for approximately 110 feet. On either side of the berm additional screening is shown with a mix of evergreen trees, canopy trees, and ornamental trees, behind Buildings ZZ and CCC. Two (2) sections of privacy fencing are shown, with one section behind Building ZZ (60 lineal feet) and another section behind Building CCC (48 lineal feet). The fence is placed between the rear of each building and the landscape screening. The vinyl privacy fence ranges in height from approximately five (5) feet to six (6) feet. The color of the fence is white.**
- Meets Requirement? – **TBD**
- Comment – **Planning Commission to determine if the proposed planting plan meets the intent of the screening requirement.**

C. Detention/Retention Area Landscaping (Sec. 5.11.2.H.) – Updated Landscaping and Screening Ordinance standards

- Required – Detention/retention ponds must be integrated into the overall design of the property and landscaped to provide a natural setting; 1 canopy or evergreen tree must be planted for every 50

lineal feet of basin perimeter measured along top of bank elevation. Pond Perimeter - approx. 905 lineal ft. (per statement on plan Sheet L1.0). EQUATES TO: 18 canopy or evergreen trees. Side slopes of detention pond not to exceed 1 foot vertical for every 4 feet horizontal.

- Proposed – 25 trees (8 deciduous trees and 17 evergreen trees) and 13 ornamental trees
- Meets Requirement? – **TBD – Revised plans do not show the top of bank elevation of the detention pond, thus staff could not confirm the stated pond perimeter or required plant material. Information on side slopes of detention pond was not provided. The landscape detention formula as stated on Sheet L1.0 is the old version.**
- Comment – **Applicant to provide information on pond perimeter (lineal feet) and side slopes of the detention pond on the Construction Plan Set (Grading Plan and Landscape plans). The Updated Landscaping and Screening standards for a detention pond shall be stated on Sheet L1.0.**
- **Other: The detention pond behind Building LL and MM will be wet and contain a fountain and/or aerator depending on the depth. Details on the fountain and/or aerator shall be provided on the Construction Plan Set.**

Other Comments regarding Landscaping

Plant sizes

The revised plant schedule states the correct size for a conifer tree, as eight (8) feet at the time of planting.

Proposed landscape berms on west side of site

The prior plan set, Sheet C300 contained a note in two locations, on the west side of the site, stating “approximate location of landscaping berm if excess soils are found during construction”. This note has been removed from the revised set of plans.

Mowing Plan (Sheet L2.0)

The mowing plan has been revised to provide additional mowed and maintained areas for active recreation, in the central portion of the site, around the south and east sides of the detention pond, and around the existing pond on the east. Low mow/no mow lawn treatment is found adjacent to the property lines. Sod is shown at the front of each building, between driveways, and along the roadways.

Added Amenities

A seating area with bench, landscaping, and a lending library structure (Free Little Library) is shown south of Building GG, on Sheet L1.1 of the revised landscape plans. Details on the lending library and landscaping are provided on the same sheet. Sheet L1.1 also shows a bench next to the sidewalk that is associated with the stub street/emergency access on the south. Sheet SD1.0 has a detailed drawing of the bench.

5. Architecture/Building Materials (Sec. 5.24)

The revised plan set includes the same architectural drawings as the prior set of plans, which are from the set associated with Redwood PD Phase I. Per the applicant those plans are intended to provide examples of what will be provided for the apartment buildings in Phase II. The same façade materials, building styles, and interior layout options will be used for Phase II. A note has been added to some of the plans regarding the option of extended garages. Construction level plans for Redwood Phase II will be provided with the Construction Plan Set.

An updated site plan, color version, is provided that shows revised development layout and buildings that have a High Profile elevation (shown with a yellow stripe on the side with the High Profile).

Off-site Signage

In the previous submittal in April 2024, one (1) off-site, permanent monument sign was being proposed on a separate parcel of land, owned by Hartland Glen Development LLC (Parcel ID #4708-26-100-021). The approximate 1.07-acre parcel is zoned CA, and has frontage along Highland Road on the north, Cundy Road on the south, and the east property line is adjacent to Hartland Glen Lane. An older, wooden V-shaped sign exists on the parcel, for Hartland Glen Golf Course.

A second off-site sign is proposed with the revised plans. This sign is intended to be an interim/temporary sign for the Redwood community (Phase I and II). Per the applicant’s explanation, the intent is to place the interim sign on the parcel while leaving the existing Hartland Glen wood sign up until the permanent monument sign is installed. At that time both the interim sign and the existing Harland Glen sign will be removed.

The sign details as are as follows:

Permanent Off-site Monument Sign

The revised drawing of the monument sign design is the same as the previous design, except that the overall height is seven (7) feet, and now complies with the Zoning Ordinance. The prior version of the sign measured ten (10) feet in height. The overall square footage of the sign (area above the masonry base) is approximately 64 square feet, which complies with the zoning standards.

As a recap of the sign design, the sign is comprised of a masonry base that matches façade materials found on the buildings in Redwood I and II. The upper portion of the sign consists of two panel signs, one for Redwood Apartment Neighborhoods and another panel that states Hartland Glen Golf Course. Per the applicant, the monument sign provides wayfinding to the Redwood developments and Hartland Glen Golf Course, having visibility on Highland Road.

Interim Off-site Sign

The interim off-site sign is intended to be a temporary sign, until the permanent monument sign is installed. The Zoning Ordinance Sign regulations (Section 5.26) allows for several types of temporary signs that could be considered for the interim sign, as listed below:

Sign Type	Number	Height	Sign Area	Duration
Construction*	1 per development	7 ft.	16 SF	Remove w/i 14 days of CO
Real Estate	1 per lot for each road frontage**	7 ft	32 SF	Removal immediately after property is sold
Temporary	1 per business or tenant per site	7 ft	32 SF	30 days (allowed one time for a business at that location)

**Sign may use pole-type construction*

***Residential Districts: lots 10 acres or more with frontage along M-59 or Old US-23, or adjacent to US-23*

The proposed interim sign is a polymetal sign with printed graphics and is attached to a metal frame on skids. The overall size of the sign is twenty-four (24) square feet. The sign height is 48.75” (approximately 4 feet). This sign does not exactly meet the requirements for any of the temporary signs listed above; however, it could be considered a type of temporary sign as part of this Planned Development.

Waiver Request for Off-Site Signage

Off-site signage is not permitted per the Zoning Ordinance, thus the applicant has provided a waiver request to allow for off-site signage as presented above, to be considered in conjunction with Planned Development approval process. The applicant has noted that Hartland Glen Development, LLC has agreed to work with Redwood on providing an easement for the replacement of their existing sign with a new shared monument sign. The applicant shall secure a written acknowledgement from Hartland Glen Development, LLC agreeing that the existing wood sign (for Hartland Glen Golf Course) will be removed once the permanent monument sign is installed. All easements and supporting documents for the off-site signage will be required as part of the Final PD review.

Redwood Property Operations, Staffing, and Parking Enforcement

In response to questions raised at the public hearing regarding property operations, the applicant has provided a separate letter that responds to those topics.

Follow-up to Comments at the Public Hearing

In the Comment Response Letter dated June 5, 2024, the applicant offers responses to questions and comments that were raised by the public and the Planning Commission at the public hearing.

Other Comments

It should be noted that a few housekeeping items need attention on the Construction Plan Set. The items are minor in nature and should not delay the Planning Commission from making a recommendation for Redwood PD Phase II Preliminary Plan. The items are noted below.

15-foot side setback – to be shown on the following sheets

C200, C202, C300, C400, L1.1, L2.0, Conceptual Site Plan with High Profile Mark-up, and Sidewalk Exhibit (EX-1)

Building Setback/other Information – to be revised on the following sheets.

- Conceptual Site Plan with High Profile Mark-up: in Site Data Chart, under Building Setback, revise Front setback from 50' to **0'**)
- Conceptual Site Plan with High Profile Mark: revise the number of Parking spaces to **31** guest parking spaces (32 guest parking spaces stated)
- C200: Site Data Chart, Revise Front Setback (Building) from 15' to **0'**, Revise Rear Setback from 15' to **25'**
- C200: Parking data to be revised:
Required Parking - Total Required: revise from 263 spaces to **293 spaces** (260 + 33 = 293 spaces)
Additional Parking Provided above Twp. Requirement – Revise from 288 spaces to **258 spaces** (551 – 293 = 258 spaces)

The revisions should be shown on the Construction Plan Set.

Hartland Township DPW Review

Hartland Township DPW Director has reviewed the revised plans and noted his review letter, dated January 29, 2024, remains as written.

Hartland Township Engineer's Review (SDA) TO DO

The Township Engineer (SDA) has reviewed the Preliminary PD plans and recommends approval subject to items being addressed in the letter dated June 14, 2024.

Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority reviewed the revised plans and has no comments at this time.

Attachments:

1. Township Engineer (SDA) Review Letter 06.14.2024 – PDF version
2. Staff Memorandum dated 04.18.2024 – PDF version
3. Planning Commission Minutes 04.25.2024 – PDF version
4. Planning Commission Minutes 06.27.2024 – PDF version
5. Community Benefit Statement – PDF version
6. Comment Response Letter dated 06.05.2024 – PDF version
7. Waiver Request for Off-Site Signage 06.06.2024 – PDF version
8. Redwood Operations Information – PDF version
9. Open Space Plan Aerial – PDF version
10. High Profile Mark-up Plan – PDF version
11. Sidewalk Exhibit – PDF version
12. Fire Exhibit – PDF version
13. Site Plan for Off-Site Monument Sign – PDF version
14. Permanent Monument Sign Exhibit – PDF version
15. Interim Off-Site Sign Exhibit – PDF version
16. Color Site Plan with Former Lettering– PDF version
17. Redwood Phase II Revised Site Plans dated 06.06.2024 – PDF version

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2024 Planning Commission Activity\Site Plan Applications\SP PD #24-003 Redwood Prelim Phase II\Staff Reports\TB\SP PD #24-003 Redwood Prelim Phase II TB 07.16.2024.docx

June 14, 2024

Troy Langer
Hartland Township Planning Director
2655 Clark Road
Hartland, Michigan 48353

Re: Redwood Living Phase 2 (PD) – Site Plan Review #1
SDA Review No. HL23-105

Dear Troy:

We have received the site plan submittal for the above referenced project prepared by Colliers dated June 7, 2024 and received by our office on June 11, 2024. The plans were reviewed in accordance with the Site Plan Review Checklist, Current Design and Engineering Standards, Standard Details, and Code of Ordinances and the following comments are our observations.

Recommendation

We recommend approval of the site plan, conditional upon all of the below comments being addressed to the satisfaction of the Planning Commission. Final engineering approval is not recommended at this time due to the number and nature of the comments.

Project Summary

- Construction of single-family condominiums at 12400 Highland Road, south of Cundy Road and west of Hartland Glen Lane. The site is proposed to rezone from conservation agricultural (CA) to planned development (PD). Phase 2 is an extension from Phase 1 with 130 rental units. Site access would be provided via private roadways through Phase 1 of Redwood Living. The site is approximately 29.90 acres.
- Water service would be provided by an extension of the 8-inch diameter water main serving Redwood Hartland Phase 1 apartments. 10 additional hydrants are proposed on-site.
- Sanitary sewer service would be provided by an extension from the existing 8-inch sanitary sewer serving Phase 1.
- Storm water would be collected by a single storm sewer collection system and discharged to an on-site detention basin, out letting to regulated wetlands.

General

1. Provide a copy of Lot Split. Include Parcel ID with description on drawing X100.
2. Drawing C200: Offset distances listed in zoning information on Drawing X100 and in PD regulation table 3.1.18.C.vi.a of the township ordinances are not met. Approval from the planning department will be required for design variance.
3. Drawing L2.0: Landscaping shall not be proposed within utility easements unless approved by Hartland Township.

These comments are to assist in plan preparation in anticipation of your engineering review submittal and are not required at this time for site plan approval:

1. A wetland delineation report has not yet been provided. An EGLE permit will be required for any proposed impacts within the regulated wetlands.

Water Main

1. Drawing C400: Water main easement shall follow centerline of utility.

Sanitary Sewer

These comments are to assist in plan preparation in anticipation of your engineering review submittal and are not required at this time for site plan approval:

1. Drawing C400: Easement missing from sanitary sewer northeast of building A extending into Phase 1.

Storm Drainage

These comments are to assist in plan preparation in anticipation of your engineering review submittal and are not required at this time for site plan approval:

1. Drawing C300:
 - a) Surface water discharging directly to wetlands along north portion of property. All effort shall be made to capture storm runoff and direct to detention area.
 - b) The maximum allowable grade shall be 1 vertical to 4 horizontal.

Off-Site Easements

Any off-site utility easements anticipated must be executed prior to final approval of the plans. Including the offsite grading rights to the southerly property (Hartland Glen Golf Course) for the emergency access drive. If you have note already done so, drafts of the easements must be submitted to our office for review and shall be approved prior to executing the easements.

Permits Required

Based on those improvements depicted on the plans, the following permits may be required and will need to be provided to the Township once available. Any changes to the approved site plan from the following agencies that impact the design may require reapproval.

Hartland Township:

1. All necessary easements including water main and sanitary sewer. Easements must be on Hartland Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals, if applicable.
2. A Land Use Permit.
3. Storm Water Agreement (drainage system is to be owned and properly maintained by the Condominium and not publicly maintained).
4. Maintenance bond and insurance for the water main to be dedicated to the township.

Livingston County:

1. Copy of LCDC approval and permit for grading, sanitary sewer.
2. Copy of a Soil Erosion and Sedimentation permit from Livingston County Drain Commissioner.

Michigan Department of Environment, Great Lakes, and Energy (EGLE):

1. MDEGLE Permit for all water main installation.
2. MDEGLE Permit for all public sanitary sewer installation.
3. NPDES Notice of Coverage Documentation.
4. MDEGLE Minor Permit for all proposed work impacting the state-regulated wetlands.

The following must be submitted with the Revised Site Plan:

A letter from either the applicant or the applicant's engineer must be submitted with the Site Plan highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.

Please be aware that additional comments may arise with the submittal of the requested revisions and/or additional information. The comments are not to be construed as approvals and are not necessarily conclusive. The final engineering plans for this development are to be prepared in accordance with the Current Design and Engineering Standards, Standard Details, and Code of Ordinances.

If you have any questions regarding this letter, please contact Mark Collins or Luisa Amici at (248) 844-5400 with any questions.

Sincerely,

SPALDING DEDECKER



Luisa Amici
Engineer



Mark Collins, PE
Project Manager

cc: Troy Langer, Planning Director

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan PD Application #24-003 Redwood Living Planned Development (PD) Phase II – Preliminary PD Site Plan

Date: April 18, 2024

Recommended Action

Move to recommend approval of Site Plan/PD #24-003, the Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, as outlined in the staff memorandum dated April 18, 2024.

Approval is subject to the following conditions:

1. The Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, SP/PD #24-003, is subject to the approval of the Township Board.
2. Waiver request for the development monument sign to be located off-site is approved.
3. Waiver request for the development monument sign to exceed seven (7) feet in height is approved. The proposed monument sign height is shown as approximately ten (10) feet.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated April 18, 2024, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any applicable ingress-egress access easements and agreements. The applicant, and/or any future owners shall agree to not interfere with or object to any future roadway connection to the south. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and all other government agencies, as applicable.
7. (Any other conditions the Planning Commission deems necessary).

Discussion

Applicant: Redwood Living

Site Description

The proposed planned development (PD) is shown in the northwest portion of Hartland Glen Golf Club. Currently the golf course property is primarily zoned CA (Conservation Agricultural), and other portions are zoned HDR (High Density Residential). The golf course property, addressed as 12400 Highland Road

is west of Pleasant Valley Road, south of Cundy Road, and west of Hartland Glen Lane. The golf course property is approximately 352.69 acres (Parcel ID # 4708-26-100-023).

In 2017, the northern portion of the golf course property and two adjacent properties on Cundy Road, were rezoned to HDR under Rezoning Application #361, however the zoning lines are not defined on the current zoning map. The HDR portion is approximately 73 acres.

Redwood Living PD Phase I occupies approximately 27.14 acres (Parcel ID #4708-26-100-020), in the northeast portion of the former golf course property. This phase consists of thirty (30) single-story, multi-unit apartment buildings, with a total of 148 apartment units. Phase I is currently under construction.

The proposed project, Redwood Living Planned Development Phase II, occupies approximately 29.89 acres of the golf course property, in the northwest part of the golf course (Parcel ID #4708-26-100-023). The two (2) residential developments (Phase I and II) are connected via internal private roadways. Phase II has twenty-eight (28) single-story, multi-unit apartment buildings and a total of 130 apartment units.

The proposed site development plan shows proposed parcel/property lines that delineate the project area. A land division request and application will be reviewed separately.

Existing wetland areas/ponds are shown on the submitted plans.

West of the proposed project area (Phase II), properties are zoned SR (Suburban Residential) and are part of the Handy Maxfield Shores subdivision, with single-family residences on each lot. Properties to the north are zoned CA and are occupied by single-family residences. Three (3) adjacent properties to the south are zoned CA and are occupied by single-family residences (by southwest corner of the subject site). The golf course property to the south is zoned CA or HDR.

Public access to the proposed development is via two (2) private roadways that are part of Redwood Living PD Phase 1. An emergency access road is shown on the south side of the development, for a future connection. An ingress/egress access agreement for this connection will be required as part of the Final Plan Review.

Hartland Glen Golf Course was previously designated as Medium Suburban Density Residential on the 2015 Future Land Use Map (FLUM); however, in 2020-2021, several amendments were made to the FLUM and Comprehensive Development Plan. The amendments were approved by the Township Board on May 18, 2021. One of the areas that was amended is the Hartland Glen Golf Course property, which is now designated as a Special Planning Area (SPA), thus the proposed Redwood Living PD Phase 2 project area is designated as SPA on the amended FLUM.

The 2020-2021 Amended Future Land Use Map designations for properties adjacent to the subject site (29.89-acre site) are as follows:

- North: Medium Suburban Density Residential
- South: Medium Suburban Density Residential and Special Planning Area
- East: Special Planning Area
- West: Medium Urban Density Residential

Site History

REZ #361 (2017)

In 2017, approximately 73 acres were rezoned from CA (Conservation Agricultural) to HDR (High Density Residential), under Rezoning Application #361. The property associated with the rezoning request included approximately 71 acres of the golf course property (the northern nine (9) holes of the golf course) and two (2) parcels on Cundy Road, with single-family residences, equating to an additional two (2) acres of land, for a total of 73 acres. The properties on Cundy Road are addressed as 12396 and 12398 Cundy Road. The remaining portion of Hartland Golf Club property was zoned CA at that time.

Site Plan/PD Application #20-008 Redwood Living Planned Development (Phase I) – Concept Plan

The Concept Plan for Redwood Living PD was discussed under Site Plan Application #20-008. The Planning Commission reviewed the project on August 20, 2020, followed up by the Township Board's review at their September 15, 2020 meeting.

Site Plan/PD Application #21-005 Redwood Living Planned Development (Phase I) – Preliminary Planned Development Site Plan

The Preliminary Planned Development Site Plan for Redwood Living PD was reviewed by the Planning Commission under Site Plan Application #21-005. On June 24, 2021, the Planning Commission held a public hearing for the project. Upon review of the project, the Planning Commission requested the applicant revise the plans to address several items that were discussed at the public hearing, prior to the Planning Commission making a recommendation on the project. The Planning Commission reviewed the revised plans at their regular meeting on Thursday, July 22, 2021, and recommended approval of Site Plan/PD Application #21-005.

The Township Board approved Site Plan/PD Application #21-005 at their regular meeting on August 17, 2021. The approved plan for SP PD #21-005 shows thirty (30) single-story, multi-unit apartment buildings, with a total of 148 apartment units and a project area of approximately 27.14 acres. The proposed density is 5.42 dwelling units per acre, and a density bonus was recommended by the Planning Commission.

Site Plan/PD Application #22-003 Redwood Living Planned Development (Phase I) – Final PD Site Plan

At their regular meeting on March 17, 2022, the Planning Commission recommended approval of SP/PD #22-003. The Township Board approved SP PD #22-003 at their regular meeting held on April 5, 2022, and included approval of a density bonus. Approval of SP/PD #22-003 constituted a rezoning of the subject properties associated with Redwood Living PD, from CA and HDR to PD (Planned Development). This also constituted an amendment to the Township zoning map.

Site Plan/PD Application #23-007 Redwood Living Planned Development Phase II – Concept Plan

The Concept Plan for Redwood Living PD Phase II was discussed under SP/PD #23-007. The Concept Plan was reviewed by the Planning Commission on July 27, 2023, and the Township Board on August 15, 2023. The Phase II Concept Plan, approximately 28.71 acres, consists of twenty-seven (27) single story apartment buildings, with a total of 130 dwelling units. Public access to the development is via two (2) private roadways associated with Redwood Living PD Phase I. Emergency access is shown on the south side of the site, as a future connection.

Planned Development Procedure

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step.

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district.

As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD. Given the requirements for publishing a notice for the planned development, the public hearing has been scheduled for the April 25, 2024 Planning Commission meeting. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

For all intents and purposes, the Preliminary Plan step is essentially the same as a preliminary site plan review for a conventional project in the Township. All the information and details required for a preliminary site plan approval must be provided for the Preliminary PD review and approval. Final PD review will involve detailed plans for those phases for which construction is intended to begin immediately, review of the Planned Development Agreement, and other written documents as applicable.

Overview of the Preliminary Plan and Proposed Use

Under the current proposal, the project area of Phase II is expanded slightly than was proposed in the Concept Plan. This is due to a larger than expected area of poor soils in the north central portion of the site. The project area increased in size from 28.71 acres (Concept Plan) to 29.89 acres for the Preliminary Plan, with additional land acquired along the south boundary line.

Redwood PD Phase II essentially is a continuation of Phase I. Similar to Redwood Living PD Phase I, the target market for this residential development includes empty nesters, seniors, and young professionals; however, the development is not age restricted. The building styles, building materials, and interior layout options are similar to those found in Phase I.

The proposed residential planned development consists of twenty-eight (28), single-story, multi-unit apartment buildings. The Preliminary Plan shows the footprint of each of the twenty-eight (28) apartment buildings and with a total of 130 apartment units.

Following is a summary of Phase I and Phase II:

Phase	Development Area (Acres)	#Apartment Units
Phase I	27.14 acres	148 units
Phase II	29.89 acres	130 units
TOTAL	57.03 acres	278 units

There are two (2) types of apartment buildings: 4-unit and 6-unit. Nineteen (19) buildings are 4-unit buildings. Nine (9) buildings are 6-unit buildings. Three (3) of the 6-unit buildings have extended garages (18 units total), with an extra four (4) feet of garage length to accommodate larger vehicles.

Five (5) different building models are offered, with varying architectural designs and interior layout options. Architectural plans and floor plans have been submitted by the applicant. Each apartment unit has 2 bedrooms, 2 bathrooms, and an attached 2-stall garage. The unit size ranges from 1,300 to 1,600 square feet. The driveway for each unit is a minimum of twenty-five (25) feet long, as measured from the leading edge of the unit to the back of the street or edge of the 5-foot-wide integral sidewalk. The driveway width is eighteen (18) feet. This is to accommodate residents parking two (2) vehicles in the driveway and not

impede the accessible sidewalk along the road. Several driveways are forty (40) feet wide and twenty-five (25) feet in length where two garages are directly adjacent to each other.

The mail kiosk is shown in the northeast portion of the site however a detail drawing of the kiosk is not provided. Parking spaces are adjacent to the kiosk. Twenty-nine (29) guest parking spaces are scattered throughout the development.

Public access to the development is via two (2) private roadways associated with Phase I. Internally the residential units are served by several private roadways. The roadway design is the same as in Phase I, with a concrete travel lane having a width of twenty-two (22) feet plus an integral 5-foot-wide integral, accessible sidewalk, on one side of the roadway, that is scored and stained to delineate it from the travel lane. The total width is twenty-seven (27) feet. A designated road right-of-way easement is not part of the roadway design. Curb and gutter are not part of the roadway design in order to provide an ADA-compliant accessible route and avoid ramps, per the applicant's explanation previously (Phase 1). The private roadways will not meet the private road standards as outlined in Section 5.23 of the Zoning Ordinance.

Three (3) areas are labeled as "Regulated Wetlands", as follows: existing wetland area on the northern portion of the site; one (1) pond on the east; and one (1) pond in the southeast corner. A proposed stormwater management basin is located in the north central area of the site, where poor soils were discovered per the applicant. Per the applicant, construction activities will not occur in wetland areas.

The Open Space Plan states approximately 15.74 acres of the site is open space (52.7% of the PD area), with approximately 8.16 acres designated as usable open space (27.3% of the PD area).

As noted, the project area is approximately 29.89 acres in area. The estimated proposed density is 4.35 dwelling units per acre, using 130 dwelling units. More discussion on density is provided in the next section of this report.

Municipal sewer access is available and an adequate number of REU's (Residential Equivalency Units) are attached to the planned development property. The Public Works Director has provided a review letter dated January 29, 2024.

An off-site monument sign is proposed that is located on a separate parcel of land that is currently under the ownership of Hartland Glen Development LLC. The approximate 1.06 area parcel is zoned CA, and has frontage along Highland Road on the north, Cundy Road on the south, and borders Hartland Glen Lane on the east (Parcel ID #4708-26-100-021). The south property line abuts Redwood Living Phase I. The monument sign drawing shows two (2) sign panels – one for Hartland Glen and one for Redwood Apartment Neighborhoods. Additional discussion about the sign is found in this memorandum.

Eligibility Criteria (Section 3.1.18.B.)

To be eligible for PD approval, the applicant must demonstrate that the criteria in Section 3.1.18.B. will be met.

- 1. Recognizable Benefits.** *The planned development shall result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning.*

The applicant has provided a letter, dated January 4, 2024, that addresses this topic.

2. Minimum Size. *Planned Developments must be a minimum of 20 acres of contiguous land.*

The proposed project is approximately 29.89 acres in size, of contiguous land, and meets the criteria.

3. Use of Public Services. *The proposed type and density of use shall not result in an unreasonable increase in the use of public services, facilities and utilities, and shall not place an unreasonable burden upon the subject site, surrounding land, property owners and occupants, or the natural environment.*

The development is serviced via existing and proposed private roadways. The applicant states this development will generate a low trip generation as opposed to a higher density use. Public water and sanitary sewer services are proposed via the extension of these services from Redwood PD Phase 1.

4. Compatibility with Comprehensive Plan. *The proposed development shall not have an adverse impact upon the Comprehensive Plan for the Township. Notwithstanding this requirement, the Township may approve a Planned Development proposal that includes uses which are not called for on the Future Land Use Map, provided that the Planning Commission and Township Board determine that such a deviation from the Future Land Use Map is justified in light of the current planning and development objectives of the Township.*

The 2020-2021 Comprehensive Plan Amendment and Amendment to the Future Land Use Map, were approved by the Township Board on May 18, 2021. As part of those Amendments, the M-59/Cundy Road/Hartland Glen Golf Course was designated as a Special Planning Area (SPA), which is approximately 385.9 acres in size (Hartland Glen Golf Courses property). The intention of the Planning Commission is to work closely with the landowners in this area to establish the terms of an agreement for a mixed-use Planned Development. The Commission has agreed that the SPA should have a density that is flexible. Overall, the SPA shall have a base density of four (4) dwelling units per acre. However, the Commission agrees that a high density is more desirable in the northern portion of the site while a lower density is more desirable in the southern portion of the site. The surrounding properties in the northern portion of the site are at a much higher density than the surrounding properties along the southern portion of the site. As a result, up to 25% of the density may be increased in the northern portion of the site (up to five (5) dwelling units per acre) if the southern portion of the site is decreased by 25% (up to three (3) units per acre). Overall, the entire site shall remain at four (4) dwelling units per acre.

The Planning Commission has agreed that if the developers of the SPA are able to include certain desirable design features that significantly enhance the appearance and function of the site, additional “bonus” density dwelling units can be awarded to the development as an incentive to promote a high-quality development. However, such a density “bonus” will only be awarded at the discretion of the Township in accordance with established development regulations of the Township and State of Michigan.

Further, the Planning Commission has determined the PD can be created with an environment that encourages pedestrian linkage between activity nodes and resource features. Specific principles were agreed upon for the Special Planning Area in the 2020-2021 Comprehensive Plan Amendment, as listed below.

1. Development within the Special Planning Area shall provide for a variety of housing forms (for example, single family, townhouses, condominium, apartments, and senior housing), along with retail, office, recreation, and entertainment space. *The applicant proposes a residential development that is similar to Redwood PD Phase I in design and intent. Phase II essentially offers the same housing options as Phase I, with twenty-eight (28) single-story apartment buildings, with variations in building façade materials and interior living spaces.*

2. Development within the Special Planning Area shall provide for public facilities and other neighborhood amenities. *The existing public watermain and sanitary sewer in Phase I will be extended to serve Phase II. The design of the PD provides open space areas that can be enjoyed by the entire Redwood Living community (Phase I and II) via internal sidewalks that connect the two developments.*
3. Special Planning Area shall provide pedestrian and vehicular links between land uses and adjacent property (that may not be directly included within this Special Planning Area development). *Vehicular links are provided between Phase I and II via the existing roadways in Phase I. Access to Hartland Glen Lane, is available via Phase I, which allows connections to the Hartland Glen Golf Course facility (clubhouse and parking to the south), Cundy Road, and Highland Road.*

A future vehicular connection is shown on the south side of the development (Phase II). Pedestrian access is provided via the 5-foot-wide integral sidewalks that occur in Phase I and II in the Redwood community. Phase I has a 5-foot-wide concrete sidewalk along the west side of Hartland Glen Lane, which extends to Cundy Road at the north terminus and to Hartland Glen Golf Course facilities at the south. These connections allow residents in Phase II to have pedestrian access to Highland Road and Hartland Glen Lane.

4. Special Planning Area shall also coordinate with the Township's goal of creating walkable pathways to the Township settlements and other public and private facilities. *Redwood Living PD Phase II provides an internal system of sidewalks with connections to sidewalks in Phase I. As noted above, additional pedestrian access is possible to adjacent walkways and facilities within the Phase I development.*
 5. Developments shall be developed in harmonious coexistence with pre-existing historical and natural features within the Township. *The intent of the PD is to retain the existing natural features such as the wetland and pond areas. The site will follow the existing topography and existing drainage patterns will be maintained.*
 6. Special Planning Area shall include landscape, streetscape, traffic and architectural solutions that are superior in design and visually enhancing the local community with sensitivity to the existing historic features in the Township. *The apartment buildings are single-story which are in keeping with the surrounding neighborhoods and less impactful than the allowed 35-foot building height in other residential zoning categories. The proposed landscape plan provides buffering along the borders of the PD and internal to the site. Street trees and planting areas around each apartment unit are also provided.*
- 5. Unified Control.** *The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.*

Redwood Living will be the only owner of the PD parcel (Phase II). Redwood Living will construct the entire development, maintain the development, and manage the development after it is completed and filled with occupants.

Planned Development Design Standards (Section 3.1.18.C.)

This section outlines the design standards for a planned development. Additional site standards will be discussed from applicable sections of the Zoning Ordinance.

1. **Permitted Uses.** *The predominant use of the site shall be consistent with the uses specified for the parcel on the Township’s Comprehensive Plan for Future Land Uses.*

The subject area for the planned development project is designated as Special Planning Area (SPA) on the 2020-2021 Amended Future Land Use Map, for the M-59/Cundy Road/Hartland Glen Golf Course area. Per the 2020-2021 Comprehensive Plan Amendment, this SPA would be developed as a planned development with a density that is flexible, with regards to the north and south portions of the SPA. A high density is envisioned for the northern portion of the Hartland Glen Golf Course property, up to five (5) dwelling units per acre, with a potential for a bonus density. The project area is located in the north portion of the SPA where a higher density is desired, thus is consistent with the FLUM.

2. **Residential Density.** *Residential density in a planned development shall be consistent with the density designation within the Township’s Comprehensive Plan.*

Per the 2020-2021 Comprehensive Plan Amendment and Amended FLUM, the SPA is to have a base density of four (4) dwelling units per acre but allows for a higher density in the northern portion of the site, up to five (5) dwelling units per acre, and the southern portion of the site to have up to three (3) dwelling units per acre. Overall, the entire site is to remain at four (4) dwelling units per acre.

The Preliminary Plan proposes 130 dwelling units with a density of 4.35 dwelling units per acre. This is consistent with the 2020-2021 Comprehensive Plan Amendment and Amended FLUM, with the allowance for up to five (5) dwelling units per acre on the northern portion of the Special Planning Area.

The following is a chart that summarizes the density for the Special Planning Area:

Development	Area (Acres)	Density	# Dwelling Units
Phase I	27.14 acres	5.45 DU/Acre	148 units
Phase II	29.89 acres	4.35 DU/Acre	130 units
Hartland Glen Golf Course	352.69 acres	3.85 DU/Acre	1,361 units*
TOTAL	409.72 acres	4 DU/Acre – Overall density	1,639 units*

*This does not include a bonus density that could be permitted in a planned development.

Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in dwellings on a site in recognition of outstanding attributes as listed in this section. The Township Board in its sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission. In this case the planned development land area could accommodate up to 150 dwelling units (29.89 acres x 5 dwelling units per acre), in accordance with the Comprehensive Plan. The planned development plan could include up to 210 dwelling units (150+ 60 additional dwellings) if a maximum bonus (40% increase) were awarded by the Planning Commission and Township Board. The proposed development has 130 dwelling units and a density bonus is not being considered for this development.

3. **Design Details.** *The applicant shall prepare a detailed description of design details to be implemented in the proposed planned development, to be presented in a Pattern Book.*

The design details are provided on the submitted site plans and architectural drawings for the Planned Development. A Pattern Book was not provided.

4. **Minimum Yard Requirements.** The minimum yard requirements are noted in the chart below per Section 3.1.18.C.vi.a. (for building setbacks):

Yard Location	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along perimeter adjacent to public road	50 ft.	NA (PD is not adjacent to a public road)	NA
Along perimeter, but not adjacent to a road (N, S, E, W) property lines	40 ft.	58 ft. (north) 31.7 ft. (south) 17 ft. (east) 256.9 ft. (west)	Yes No No Yes
Along an internal collector or local road	40 ft.	25 ft.-measured from bldg. to edge of roadway or integral sidewalk	No

* As measured from property line to closest point of building

Sheet C200 lists the proposed yard setbacks as follows: front (15) feet, side (15 feet), and rear (15). Sheet C201 shows the south property as a 15-foot side yard. Sheet C202 shows a 15-foot front yard. In order to be consistent with the yard setbacks for Redwood Living Phase I, the setbacks for Phase II should be as follows: front yard setback should be eliminated; rear yard setback of 25 feet should be along the south property line; and side yard setback of 15 feet should be along all other boundaries of the property. The revisions should be shown on the Construction Plan Set.

5. **Distances Between Buildings.** Spacing requirements for buildings in a planned development are outlined in Section 3.1.18.C.vi.b.3. *Residential buildings containing more than one unit (including: apartments; townhouses; and other attached dwellings) shall conform to the spacing requirements set forth in Section 3.1.7 (MDR – Medium Density Residential).*

Per Section 3.1.7 (MDR), the required setbacks are as follows: front yard (30 feet); side yard (10 feet); and rear yard (25 feet). These standards are somewhat difficult to apply in this development as the buildings are not on individual parcels nor are individual building envelopes proposed. Sheet C200 provides proposed dimensional standards for building separation.

The following chart lists the proposed standards and closest distance between buildings for each category.

<u>Proposed Building Separation Standards</u>	<u>Closest Distance between Buildings on Plan</u>
Side to Side: 20 feet	20.0 feet
Side to Rear: 20 feet	27.1 feet
Rear to Rear: 20 feet	27.0 feet

Based on the plans, the buildings are placed to comply with the building separation standards as proposed by the applicant. Regarding the front yard setback, there are no dedicated right-of-way or easement lines for any of the internal roadways. In this case, the edge of the roadway or integral sidewalk serves as the front lot line, as was applied in Redwood Living Phase I. The residential structures in Phase II are located a minimum of twenty-five (25) feet from the edge of the roadway or integral sidewalk.

6. **Building Height.** *No building in a planned development shall be greater than thirty-five (35) feet in height.*

The one-story buildings comply with this regulation. The mean building height is approximately twelve (12) feet.

7. **Parking and Loading.** *Planned Developments shall comply with the parking and loading requirements specified in Section 5.8, Off-Street Parking requirements, and Section 5.9, Loading Space Requirements of the Zoning Ordinance.*

Parking requirements are listed in Section 5.8.4.H (Table of Minimum Parking Space Requirements). For the category, Residential, Family, two (2) parking spaces are required for each dwelling unit, plus one (1) additional space for each four (4) dwellings. In this case, with 130 units, thirty-three (33) additional parking spaces are required ($130 \div 4 = 33$), beyond the required two (2) spaces per dwelling unit.

Each apartment unit has an attached 2-stall garage, plus a 25-foot-long, 18-foot-wide driveway, which could potentially accommodate up to two (2) additional vehicles. In some instances, driveways are forty (40) feet wide and twenty-five (25) long where two garages are adjacent to each other. Parking is not permitted on the street, except in designated parking areas. A total of twenty-nine (29) parking spaces are provided within the development, scattered throughout. One (1) barrier-free parking space (van accessible) is provided by the mail kiosk. The guest parking spaces are shown as ten (10) feet wide by twenty (20) feet in length and meet the Ordinance standards. The proposed number of additional parking spaces is deficient by four (4) spaces, based on the Ordinance standards.

8. **Landscaping.** *Landscaping requirements are provided in Section 3.1.18.C.vi.e. These are considered minimum design standards, typically for a commercial or office development.*

A more detailed review of the landscaping is provided in this memorandum using applicable landscape standards outlined in Section 5.11 (Landscaping and Screening).

9. **Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.*

Per this section of the Zoning ordinance (Section 3.1.18.C.vi.f.), the planned development shall provide open space consistent with the previous zoning designation for the site, at a minimum. Currently the site is zoned HDR (High Density Residential). In HDR, the open space requirement is a minimum of 35%, for a single-family detached dwelling. The proposed plan states the open space is 52% of the site, and thus would comply.

Section 3.15 of the Zoning Ordinance states residential condominium developments (in several zoning district classifications) should provide a minimum of 25% open space, with a minimum of 10% of the total land area to be usable open space (“usable open space” is defined as land area suitable for active recreation). For the proposed development consisting of 29.89 acres, this would equate to a minimum of 7.47 acres of open space, with a minimum of 2.98 acres of usable open space (10%).

The Open Space Plan (Sheet C203) states the proposed open space area is approximately 15.74 acres, or 52.6% of the PD, as shown as striped areas on the plan. Sheet C200 states approximately 8.16 acres are dedicated as usable open space, or 27.3% of the site. Those areas include the integral sidewalks (0.45 acres)

and common open space (7.71 acres). The Common Open Space areas are defined by a dashed line on Sheet C203. Wetland areas and the stormwater management area are not counted as open space on the plan.

10. Natural Features. *Consistent with the stated intentions for creation of these regulations, the preservation of the natural features of the Township are an important planning consideration. A PD proposal must consider the natural topography and geologic features, scenic vistas, trees and other vegetation and natural drainage patterns that exist on the site and propose a development pattern which preserves and avoids disruption of those natural features as much as possible.*

An Alta survey is provided which shows existing features of the site. Historically the site has functioned as a golf course. Three (3) existing wetland areas/ponds are shown. The applicant states these features will remain undisturbed. The intention is to utilize the existing topography without the need for major earthwork changes, with some exceptions for the construction of the stormwater management basin. Existing drainage patterns will be maintained and treated in accordance with County and State regulations, per the applicant.

11. Sidewalks and Pedestrian Access. *The applicant must demonstrate the PD site, and all uses within the site will be connected to any existing pedestrian and nonmotorized vehicle paths and trails within a public right-of-way or easement open to the public.*

A 5-foot-wide integral sidewalk is shown on one side of each private road within the development. The sidewalks connect to those found in Redwood Living PD Phase I.

Requirements for Preliminary Review (Section 3.1.18.E.ii)

The following is a summary of items that have not been addressed in the previous review as part of the Design Standards section.

1. Traffic Impacts.

The proposed planned development is directly accessed via private roadways in Redwood Living PD Phase I. The roadways in Phase I connect to Hartland Glen Lane on the east. Hartland Glen Lane intersects with Cundy Road, which terminates at Highland Road.

A traffic generation memo, dated December 21, 2023, prepared by Colliers Engineering and Design, provides a summary of trip generations studies that were completed for seven (7) other Redwood developments, three (3) sites in Ohio and four (4) in Michigan. Based on the data, the site-generated vehicle trips do not meet the minimum threshold (50 peak hour directional trips) to require a traffic impact analysis or further study. The conclusion presented in the memo, is that the proposed project would have no significant traffic impact and the change in traffic volume in the adjacent road network would not be discernable or require further study. A Trip Generation Study completed by CESO Inc., dated May 2019 was also submitted. Trip generation data was analyzed from four (4) similarly sized Redwood developments.

2. Fiscal Impacts.

The applicant has provided a response to this topic in the document dated January 4, 2024.

3. Vehicular Circulation.

As noted, the site is accessed at two (2) points via private roadways from Phase I of Redwood Living. Concrete private roadways provide internal circulation within the Planned Development. A construction detail of the roadway is shown on Sheet C700. The travel lane width is twenty-two (22) feet plus there is an integral 5-foot-wide integral sidewalk on one side of the roadway, for a total road width of twenty-seven (27) feet. The integral sidewalk is scored and stained to delineate it from the travel lane. Curb and gutter

are not provided. The private roadways will not meet the private road standards as outlined in Section 5.23 of the Zoning Ordinance.

Per the applicant this type of roadway design is appropriate for the PD as the internal roads handle low traffic volumes, a posted speed limit of 12 MPH is required by Redwood, and on-street parking is not allowed by Redwood.

On the south side of the site, a street stub is shown (26-foot wide) and labeled as emergency access, future connection. The intent is to provide a vehicular connection to future development(s) to the south on land currently owned by Hartland Glen Development LLC. As shown, the stub street/future connection stops short of the south property line of Redwood Living Phase II. The plans shall be revised to show the street (future connection) being extended to the south property line of the phase II development, on the Construction Plan Set.

Ingress-egress access easements and agreements will be required as part of the Final PD documents. The applicant, and/or any future owners shall agree to not interfere with or object to any future roadway connection to the south.

4. Landscaping (Section 5.11).

Applicable sections of Section 5.11 (Updated Landscaping and Screening standards) will be applied to the PD, as outlined below. The landscape plans are prepared by a Registered Landscape Architect and are signed.

A. Landscaping Adjacent to Road (Sec. 5.11.5.A.ii.) –

- Required – Street trees to be provided and maintained at one (1) tree per 35 feet of frontage. Street trees to be located in a 4-foot minimum wide lawn strip between road and sidewalk. When this is not feasible, trees to be planted no further than 15 feet from the edge of pavement or back of curb unless otherwise approved by Planning Commission. Required canopy tree size is a minimum 3-inch caliper tree at the time of planting.
- Proposed – 1 canopy tree per unit, planted in front of each unit, with some exceptions but not at a standard interval; street tree placed between approximately 10 feet and 15 feet from the edge of the pavement (travel lane) or edge of integral sidewalk. Proposed canopy tree size is 3” caliper.
- Meets Requirement? – **TBD**
- Comment – **Tree spacing varies due to driveway width (double driveway is 40 feet wide) and driveway locations. Additional street trees could be added to approach compliance with spacing and number of trees. Planning Commission to determine if the proposed street tree plan is acceptable.**

Based on prior discussions about street tree placement, the Planning Commission strongly prefers street trees to be planted no further than 15 feet from the edge of pavement or back of curb, even if the tree is planted within a utility easement. Deviations are to be approved by the Planning Commission.

B. Buffering or Screening (Sec. 5.11.2.G.i.) – Screening between Land Uses (north, south, and west property lines where abutting single-family zoned properties: CA and SR zoned)

- Required – Landscape buffer shall be provided to create a year-round visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and abutting a single family residential zoned property. Evergreen trees to be planted in a staggered or clustered pattern with varying tree heights.

- Proposed – plantings are shown between the apartment buildings and subject property lines. Plant materials include a mix of a variety of deciduous/canopy trees, evergreen trees/tall junipers, and ornamental trees.
- Meets Requirement? – **TBD; the proposed screening is a mix of canopy trees, evergreen trees, and ornamental trees, and not totally comprised of evergreen trees as required; proposed evergreen trees are not staggered or clustered.**
- Comment – **Planning Commission to determine if the proposed planting plan meets the intent of the screening requirement.**

C. Detention/Retention Area Landscaping (Sec. 5.11.2.H.)

- Required – Detention/retention ponds must be integrated into the overall design of the property and landscaped to provide a natural setting; 1 canopy or evergreen tree must be planted for every 50 lineal feet of basin perimeter measured along top of bank elevation. Pond Perimeter - approx. 905 lineal ft. (per statement on plan). EQUATES TO: 18 canopy or evergreen trees. Side slopes of detention pond not to exceed 1 foot vertical for every 4 feet horizontal.
- Proposed – 25 trees (8 deciduous trees and 17 evergreen trees); 13 ornamental trees, and total of 96 large evergreen and deciduous shrubs
- Meets Requirement? – **TBD** – plan does not show the top of bank elevation of the detention pond, thus staff could not confirm the stated pond perimeter or required plant material. The Updated Landscaping and Screening Standards were not used. Plan complies with standards used by applicant. Information on side slopes of detention pond was not provided.
- Comment – **Applicant to provide information on pond perimeter (lineal feet) and side slopes of the detention pond on the Construction Plan Set.**

D. Apartment Unit Landscaping

Section 5.11 does not provide landscape standards for apartment buildings. Foundation planting plans for each building model are provided in the plan set on Sheet L1.3 (Typical Foundation Planting). All planted areas will be maintained by Redwood. Irrigation is provided for all front lawns and a minimum of ten (10) feet surrounding the sides and rear of each building. A planting plan for the mail kiosk is shown on Sheet L1.1.

Other comments

Plant sizes

Sheet L1.0 has a Plant Schedule for all plant materials. The required height for an evergreen tree at the time of planting is eight (8) feet and several evergreen trees are less than eight (8) feet in the chart. The plant schedule shall be revised on the Construction Plan set for the height of all evergreen trees (Norway Spruce, Black Hills Spruce, and Eastern White Pine).

Mulch products

Street trees are to be landscaped with hardwood mulch. Landscape beds around the apartment buildings will have washed river rock (native gravel mulch as stated on plans) in the front, side and rear landscape beds. This is a deviation from the Zoning Ordinance requirement to use shredded hardwood mulch; however, the same material was approved as part of Redwood Living Phase I. At that time the applicant noted that the river rock is used to protect the siding from damage caused by mowers and landscaping equipment. The Planning Commission can review the proposed use of washed river rock (native gravel mulch) as a substitute for shredded hardwood mulch and determine if this is acceptable.

Proposed landscape berms on west side of site

Sheet C300 contains a note in two locations, on the west side of the site, stating “approximate location of landscaping berm if excess soils are found during construction”. Details on the berms and landscape materials were not provided but will be required on the Construction Plan set. Potentially the landscape berms could provide screening on the west side of the development. In the event the berm is not constructed, and excess soil is to be deposited or spread elsewhere (on-site or off-site), the applicant shall provide all applicable details prior to any movement of soil. Should soil be spread near a wetland area, separate reviews, approvals, and permits may be required from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Shared Off-site Monument Sign

An off-site monument sign is proposed on a separate parcel of land, owned by Hartland Glen Development LLC (Parcel ID #4708-26-100-021). The approximate 1.06 acre parcel is zoned CA, and has frontage along Highland Road on the north, Cundy Road on the south, and the east property line is adjacent to Hartland Glen Lane. Historically, an older wooden pole sign existed on the parcel, for Hartland Glen Golf Course. That sign has been removed and replaced with a temporary sign for Hartland Glen Golf Course. An off-site monument sign is not permitted per the Zoning Ordinance. The applicant submitted a waiver request to permit the off-site sign, for the Planning Commission’s consideration.

The monument sign is comprised of a masonry base that matches façade materials found on the buildings in Redwood I and II. The upper portion of the sign consists of two panel signs, one for Redwood Apartment Neighborhoods and another panel that states Hartland Glen. Per the applicant, the monument sign provides wayfinding to the Redwood developments and Hartland Glen, having visibility on Highland Road.

The total height of the monument sign is approximately ten (10) feet, which exceeds the maximum allowed height of seven (7) feet for a monument sign. It should be noted that 10-foot-tall monument signs have been permitted in the Hartland Marketplace/Walmart PD, as part of the PD request. A 16-foot-tall monument sign was approved for the Hartland Towne Square PD, at the corner of Hartland Road and Highland Road, although the sign has not been constructed. The applicant has provided a waiver request for the sign height for the Planning Commission to consider.

The overall square footage of the sign (area above the masonry base) is approximately 64 square feet, which complies with the zoning standards.

5. Architecture/Building Materials (Sec. 5.24)

Architectural standards for façade materials are not provided in Section 5.24 for multiple family buildings. A facade materials summary is provided on Sheet A4.6 and A4.11. The same façade materials are being used as those for Phase I. Generally, the façade materials for each building style include Celect Cellular Composite horizontal siding; vinyl shakes; glass; and stone veneer. The proposed exterior colors for the siding and shakes are earthtones, of tan, khaki, russet, and light green tones, as are being used for Phase I

There are five (5) main building styles: Breezewood; Forestwood; Willowood; Meadowood; and Capewood. The single-story buildings are comprised of multiple apartment units as follows: 4-unit (19 buildings) and 6-unit (9 buildings). Three of the 6-unit buildings have an extended garage for each apartment unit, to allow for larger vehicles. This occurs in the Forestwood and Meadowood building options.

Variation in the architecture is offered with the option of a screened-in rear porch, front porch, sunroom, roof dormers, and varying roof profiles. Outdoor patio areas on the rear side of the building are offered for some of the models. Building “L” has a high-profile roof line. There are several floor plan options depending on the building model.

A separate document was submitted that outlines the building materials and percentages of building materials. For this staff memorandum, staff did not outline those in the memorandum; however, they are in a separate document as an attachment.

Other Requirements-Zoning Ordinance Standards

Nothing additional at this time.

Hartland Township DPW Review

A review letter is provided from the Hartland Township DPW Director, dated January 29, 2024.

Hartland Township Engineer’s Review (SDA)

The Township Engineer (SDA) has reviewed the Preliminary PD plans and recommends approval subject to items being addressed in the letter dated February 2, 2024.

Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority reviewed the plans and had no comments at this time.

Attachments:

1. DPW Review Letter 01.29.2024 – PDF version
2. Township Engineer (SDA) Review Letter 02.02.2024 – PDF version
3. Narrative & Impact Analysis 01.04.2024 – PDF version
4. Applicant’s Response Letter 02.23.2024 – PDF version
5. Redwood Phase II Trip Generation Memo 12.21.2023 – PDF version
6. General Development Schedule – PDF version
7. Unit Exterior Material Calculations – PDF version
8. Redwood Phase II Color Site Plan – PDF version
9. Monument Sign Exhibit – PDF version
10. Site Plan for Monument Sign – PDF version
11. Waiver request for off-site monument sign – PDF version
12. Communication – PDF version
13. Cover Sheet with RLA Stamp – PDF version
14. Redwood Phase II Site Plans dated 01.03.2024 – PDF version

HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED MEETING MINUTES

April 25, 2024– 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Eckman, Fox, Grissim, Mayer, McMullen, Mitchell, Murphy
Absent – None
4. **Approval of the Meeting Agenda:**
A Motion to approve the April 25, 2024, Planning Commission Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.
5. **Approval of Meeting Minutes:**
 - a. Planning Commission Work Session Meeting Minutes of March 14, 2024
A Motion to approve the Planning Commission Work Session Meeting Minutes of March 14, 2024, was made by Commissioner Eckman and seconded by Commissioner Murphy. Motion carried unanimously.
6. **Call to the Public:**
None
7. **Public Hearing**
 - a. Site Plan PD Application #24-003 Redwood Living Planned Development (PD) Phase II – Preliminary PD Site Plan

Chair Fox opened the Public Hearing at 7:05 PM stating all public noticing requirements have been met.

Director Langer gave an overview of the location and scope of this application stating the following:

- East of Cundy Road, south of M-59, west of Redwood Phase I currently under construction.
- Approximately 28.7 acres of the Hartland Glen Golf Course property.
- Continuation of Phase I, apartments with attached garages.
- There are 130 units in Phase II.
- Planned Development process is being used which is a three-step process occurring before both the Planning Commission and the Township Board: Conceptual, Preliminary and Final. The Township Board is the final decision maker. This project is at the Preliminary step.

The Applicants, Emily Englehart, Director of Acquisitions for Redwood Living; and Ian Graham, P.E., Civil Engineer with Bergmann Associates; introduced themselves stating the following:

- Offered some background information on Redwood and what they do, single story, low density, apartment neighborhoods.
- Grown to over 17,000 units in the Midwest.
- Owned and managed their units since 1991; never sold one.
- Offering a product for which many people see a need with an approximate 97% occupancy rate.
- Reinvented the idea of an apartment and who might live there.
- Not aged restricted but many of their residents are looking to downsize; seniors, empty-nesters, young professionals, people who are already living in the area but are making a change. The average age of their residents is 50.6 years old with 1.89 persons per unit. They perform extensive background checks for potential renters.
- Examine market research to focus on areas where their product will be a good fit.
- Single story units and attached two car garages are the features most in demand.
- Displayed a slide show of various housing styles.

Call to the Public:

- Christine Gregory, Hartland Township; has concerns about potential access onto Maxfield Road; emergency access is fine but not public access.
- Patricia Courie, Hartland Township; has concerns about access to their private unpaved road, current maintenance of the property and the potential increased traffic exiting via Hartland Glen Drive.
- Craig Wipple, Hartland Township. has concerns about access and what will happen to the buffer zone around the existing gold course. Thinks the current phase is set too close to existing houses.
- Kevin Ramus, Hartland Township; has concerns about the long-term plan for the golf course.
- Jason Thelen, Hartland Township; has concerns about multi-family construction – prefers single-family homes be constructed there, has concerns about wetlands and stormwater runoff, would like to see privacy screening around the project.
- George Poy, Hartland Township; has concerns about stormwater runoff, trespass from renters, would like to see some kind of barrier fencing.
- Cathy Ehgotz, Hartland Township; has concerns about increased traffic with all of the new development in the area.
- Randall Samuels, Hartland Township; has concerns about future development on the property, green space, road salt and stormwater negatively affecting the environment, potential trespass onto Maxfield Lake, would like to see a privacy fence or greenbelt for screening.
- Lou Ann Lathrop, Hartland Township; asked about water and traffic studies for this area, wants to know the future plans for the golf course, asked about the road master plan for Hartland Township, asked about the anticipated completion date for Phase I, and asked if golf cart traffic will be allowed in this development.
- Gordon Halt, Hartland Township; questioned the criteria for a traffic study, would like to see a comprehensive traffic study for the entire property and future developments, expressed interest in a funding mechanism to retain green space as some other townships utilize, expressed concern about junipers on the landscape plan.
- Gail Samuels, Hartland Township; has concerns about the legal notification process, access to the information online, greenbelts, would like to know the master plan for the golf course.
- Priscilla Fowler, Hartland Township; expressed concerns about Redwood Living, thinks we should wait and see how Phase I goes.

- Kathy Ballmer, Hartland Township; asked if Redwood Phase I is following through with the changes requested during their approval process, would like a bigger greenbelt and other amenities to make this as harmonious as possible.
- Jason Fowler, Hartland Township; has concerns about traffic and future plans for the roads, wants the developer to improve surrounding roads, interested in the tax generation of multi-family rental as opposed to single-family owner-occupied homes.

Chair Fox closed the Public Hearing at 7:57PM.

Chair Fox referred to the staff memorandum dated April 18, 2024.

Eligibility Criteria (Section 3.1.18.B.)

Commissioner Eckman stated he had questions regarding the Recognizable Benefits as stated in the January 4, 2024 letter from the applicant.

Director Langer stated there is a wide variety use and listed some recognizable benefits other projects have offered:

- Architectural design elements
- Additional open space
- Parks
- Additional landscaping
- Dedicating land for a fire station

Chair Fox listed some Redwood benefits as:

- Architecture
- Landscaping around the buildings when not required
- Participating in the water extension project
- Exceeding open space requirements

Commissioner Mayer stated at the Conceptual Review the Planning Commissioners offered comments. The meeting was brief as it is anticipated this phase will be similar to Phase 1. At the end of that meeting, three Planning Commissioners expressed a concern about benefits to the community and specifically said they look forward to seeing the list of Recognizable Benefits for this phase. He stated he is disappointed with the list as presented.

Planned Development Design Standards (Section 3.1.18.C.)

Residential Density

Director Langer stated the following:

- In 2020-2021, the Future Land Use Map was amended to show this area as a Special Planning Area which matched other Special Planning Areas to the east.
- Density was set at an average of 4 units per acre.
- As this property is larger than the others, a provision was built in to have the area closer to M-59 at a higher density and keep the area to the south at a lower density with an overall average of 4 units per acre.
- Phase II is consistent with the approved density in this Special Planning Area.
- Some asked about Redwood Phase III; there is no Phase III.

- Some asked about a master plan for the golf course; there is no master plan for the golf course. The property owners are present and are most likely working on future plans.
- Some mentioned the number of units that could be proposed in the future for the remainder of this property calculated using the acreage by the maximum density. Many factors affect the number of units per acre in any development; natural features, wetlands, general design, and the availability of REUs. Future development to the south will have a lower density as Redwood is above 4 units per acre.

Director Langer stated someone asked why this information is not available to the public. He explained the full packet is available on the Township website one week prior to any meeting and demonstrated where it can be found.

Minimum Yard Requirements

Director Langer gave an overview of the setbacks. These setbacks match what was approved for Phase 1.

Commissioner Murphy asked about the rear yard distance to the road in Phase 1. Director Langer stated they usually measure to the edge of a right -of-way or easement but in this case as there are no rights-of-way or utility easements, it is measured as 25 feet to the edge of the pavement.

Distances Between Buildings

Director Langer stated the minimum is 20 feet and all that all of the buildings comply. He pointed out a few places where it is closer than others.

Parking and Loading

Director Langer explained the Ordinance requires two spaces per unit, they have a two-stall garage and driveway that can accommodate two cars, totaling four per unit. They have also provided 29 additional off-street parking spaces. The property owners were present during the Phase 1 approval process and offered the golf course clubhouse parking area as overflow parking. He is unaware of such an offer for this phase. Redwood's policy to not allow parking on the street.

Open Space

Director Langer stated 35% is required, 52% has been provided. Over 27% will be usable open space, well above the standard.

Natural Features

Director Langer stated there are three regulated wetlands on the site. It was discovered that one area of the site contained poor soil, so the project was modified slightly to avoid that area. They intend to leave the wetland areas undisturbed. Municipal water will serve this site.

Sidewalks and Pedestrian Access

Director Langer stated in the Redwood developments, sidewalks are located adjacent to the road. They are five-feet wide and colored differently than the roads or driveways. The Township had not seen this approach before so there was some hesitation and concern during the review for Phase I, but it was ultimately accepted and approved. They are proposing to continue this process for Phase II. They are not proposing any sidewalks or pathways outside of this development.

Commissioner Murphy asked about the process for dealing with on-street parking and snow removal.

The Applicant stated the following in response:

- The leasing office polices the parking situation.
- The 25-foot driveway can accommodate larger vehicles so there is no overhang into the road.
- When they plow, they can simultaneously plow the street and sidewalk as they are the same height. Having the sidewalks at the same level as the street maintains maximum accessibility.
- The sidewalk pavement is the same thickness as the road.
- No on-street parking is clearly stated at the time of lease.
- They try to work with tenants and not tow their vehicles or those of their guests, but will if needed.

Commissioner Mayer asked about the hours for the leasing and on-site maintenance staff. The Applicant stated they would confirm that information and forward it.

Commissioner Mayer stated he visited the site in Howell and read that the unit tour was self-guided, which he interprets as there are no on-site agents available. He asked how visitors know not to park on the street if there is no signage as in Howell. The Applicant replied it is up to each community; if Hartland desires signage, signage can be put in place. Commissioner Mayer asked about being four parking spaces deficient. The Applicant stated they can add more parking if it is desired. They also added they do maintain staff at the leasing office; the virtual tour is an option to accommodate after hours viewing.

Requirements for Preliminary Review (Section 3.1.18.E.ii)

Traffic Impacts.

Director Langer stated the Applicant has provided traffic information prepared by Colliers Engineering and Design, and also brought forward information about their existing developments in the Midwest. The numbers averaged less than 50 peak hour directional trips which is the threshold for requiring further traffic impact analysis. The Applicant clarified the directional statistic is a component; if there were 50 people leaving during peak hours, it might require further analysis per Michigan Department of Transportation (MDOT) standards, but their totals are both leaving and returning so that number is not high enough to warrant further analysis.

Fiscal Impacts

Chair Fox stated, with an assist from Commissioner Mc Mullen, Redwood said they expect to pay \$416,000.00 in taxes when Phase II is complete. He continued explaining apartments do pay taxes; the property owner pays. The apartment dweller pays rent, a portion of which goes to pay property taxes and other expenses. Commission Eckman commented they do not get the Proposal A Property Tax Exemption; like other businesses, they pay more than an owner-occupied property. The Applicant added the units are not completed so they did their best estimate based on other completed communities' assessed values. They can provide additional data using Phase I if desired.

Vehicular Circulation

Director Langer referred to the site plan showing the proposed private roads. Both main roads connect back to Phase I. There is a future stub to the south that will connect to Hartland Glen Golf Course and any future development. There is no access proposed to Maxfield Road, not even an

emergency access. There may have been discussions during the Phase I approval process, but no access is proposed.

Chair Fox stated they try to provide connections between neighborhoods wherever they can. The stub is to provide access to any future development. The property has REUs and is likely to be developed at some point. The Township asks applicants to provide possible future connections during the planning process.

Commissioner Murphy asked if there is emergency access required for Phase II. Chair Fox replied they are required to have two access points per fire department standards, and they do. It does not have to connect to M-59. Director Langer added they asked the Applicant to extend the stub to the property line and put in place documentation to ensure a future access if that property is further developed. The Applicant stated it is their preference that it be an emergency access only as the roads are private; they are also concerned about the feasibility of constructing a stub to the property line not knowing the future elevation of a future connection, but they will do what is required. Chair Fox stated either it will be paved to the property line, or the document will read, “When the access is required, Redwood will build it.” The argument occurs when the new development happens, the previous developer states they will not pay for the additional fifty feet of pavement when it is the new developer that needs the connection.

Commissioner Mayer asked about the change in grade at that location and if they have completed a traffic circulation showing the fire hydrants for the fire department. The Applicant stated the fire department did not request it, but they can. Commissioner Mayer expressed concern over the available turning radius near buildings M and N. The Applicant stated they can model that if desired.

Commissioner Murphy stated he would like to see a sidewalk added to the stub street to the south to maintain connectivity and walkability.

Commissioner Mitchell asked about Phase I showing an access to Cundy Road. The Applicant replied it is a watermain easement.

The Applicant mentioned that as part of the Phase I approval, they were requested to add an access to the east for a future development; one is being developed [Highland Reserve] so that will be another potential access in the event of an emergency.

Commissioner Eckman asked how the decision is made as to whether the access to the south will be emergency only or a public access for those residents. Director Langer stated this stub is labeled on the plans as an emergency access only. Maybe when the future development is constructed, it would serve the same emergency access purpose from that direction; however, if the Planning Commission desires something else, now would be the time to add that provision. It could be an emergency access with a gate for the fire authorities but still allow pedestrian access via the sidewalk. The Applicants have stated they would prefer it not to be public.

The Planning Commission briefly discussed the merits of having that access for emergency use only or available for full access to a future development to the south, and the requested sidewalk.

Commissioner McMullen stated if Redwood wants to be a part of the community and embrace being part of Hartland, the stub road and sidewalk should be built along with Phase II. She does not care for gates as they impede neighborhoods from being cohesive with each other. Chair Fox clarified full access. Commissioner McMullen confirmed.

Commissioner Grissim agreed; full access and it should be constructed with Phase II.

Commissioner Mayer also agreed; full access and it should be constructed with Phase II.

Commissioner Mitchell stated he does not like to see roads and sidewalks to nowhere. He does not think it should be constructed now.

Commissioner Murphy stated full access.

Commissioner Eckman stated he would like it to be emergency access only but constructed with Phase II.

Char Fox stated the consensus of the Planning Commission is the road should be full access to the property line constructed with Phase II.

The Applicant asked for a compromise of signage indicating the access is for emergency only to mitigate people from driving through and allow them a little more control over their private roadways. The Applicant stated they can bring the road and a sidewalk to the edge of the property.

Chair Fox stated the sign will not stop anyone from driving through but he agreed with the Planning Director's comment that most people would not take such a circuitous route through Redwood Phase II and then Redwood Phase I to get to M-59, they would most likely use their own access to Hartland Glen Drive that would be required at the time the property to the south is developed.

After a brief discussion, Chair Fox stated the Applicant may have a sign.

Commissioner Mayer, responding to earlier questions regarding stormwater and pollutants, stated those issues are not determined by the Planning Commission but by professionals. He directed attention to the list of permits and the State and County permitting agencies that make those decisions. Chair Fox concurred stating we defer to them to make those determinations as they are the experts.

Landscaping (Section 5.11)

Landscaping Adjacent to Road (Sec. 5.11.5.A.ii.)

Commissioner Grissim stated the following:

- Prefer a street tree every 35 feet.
- 40-foot-wide driveways create a challenge.
- In Phase I, it was decided to find ways to add the required trees at the required size.
- Phase II should be the same.

The Applicant stated they received notes from staff, but the plans have not yet been updated with that information as they knew there could be additional landscaping requested. They acknowledge they need to add additional street trees and meet the quota.

Buffering or Screening (Sec. 5.11.2.G.i.)

Commissioner Grissim asked about enhanced screening between units R and W on the south. The Applicant stated yes they have agreed add that screening. In the staff letter there was a comment about providing a thorough visual screen in that area specifically in addition to what was shown. Also, some berming or plantings or a fence. They are hoping to present some options for one or the other. Commissioner Grissim stated a complete visual screen is the goal, not a wall, it is not about security, it is a visual screen between this development and the existing single-family homes. Director Langer indicated there is an existing swimming pool near the edge of this development, so they are looking for a pretty good screen, especially in that area. Commissioner Grissim stated a complete visual screen must be provided from any existing single-family lot to this more intense use according to the Ordinance. She stated the Applicant is welcome to submit one or two options. There is existing vegetation, grading to be dealt with, many factors, but if we can get a broad statement that you will provide a complete visual screen, we can work with that. The Applicant stated she is aware of those specific areas but in others where it is several hundred feet to the property line, they intend to provide landscaping which could be augmented if needed. The Applicant asked if the Planning Commission is asking for a fence all the way around the west side. Commissioner Grissim replied no. The Applicant stated they will work with the Township to provide the required screening for the residents of Hartland Township and their own residents. Chair Fox asked if the proposal is for a fence or for plants. Commissioner Grissim stated what has been proposed is either a berm or plantings, but she has not heard about a fence yet. The Applicant stated they are evaluating the two options: a berm with substantial plantings on the top or a privacy fence. They prefer plantings but if it is not sufficient, they could go with a fence.

Commissioner Mayer asked the Applicant to submit a Limits of Disturbance Plan to identify what existing vegetation can be preserved. He thinks those neighbors would appreciate limiting the amount of disturbance in that area. For the berm, behind Building T, there is a significant grade change of nine feet making that structure nine feet taller than the existing houses. Screening that structure, dealing with the stormwater as well as the plantings will be a challenge and there is only 31.7 feet to work with.

Commissioner Murphy asked if they would consider the intense screening discussed between units R and W for the entire development. The Applicant stated they do not see being able to do a fence around the entire development; they do not typically do fences, the goal is to cluster everything away from existing residents as much as possible. When they encountered the poor soils area, they had originally lengthened the development to the west, but modified to go farther south to limit those issues. They certainly can do a Limits of Disturbance Plan to see what vegetation can be kept and how they can further enhance the area but realistically they do not see a fence around the western property line. Commissioner Murphy stated he is not interested in seeing a fence at all, he would like it to look natural with a berm and plants.

Chair Fox stated there is some work to be done on the buffering and screening especially in areas that are close to existing residential.

Detention/Retention Area Landscaping (Sec. 5.11.2.H.)

Commissioner Grissim stated they need to update the plans to show the top bank elevation on the detention pond and determine the lineal footage around the pond. They have demonstrated they are aware of the requirements and have met that. She stated they are good.

Apartment Unit Landscaping

Chair Fox reiterated the Ordinance does not require any landscaping around the buildings, but the Applicant is landscaping around the front and exposed ends of the buildings in excess of what is required; that would be considered a community benefit.

Proposed landscape berms on west side of site

Director Langer stated the plans had a note if excess soils are found during grading, a berm would be created in that location but there were no details on what that might be, Landscaping was also shown in the same area which created some confusion about what is planned. In discussions with the Applicant, it has been hard to pin down as they are unsure of what they will have to work with. The Applicant stated they have run into this in other townships. If they find pockets of deep topsoil, it is to everyone's benefit to berm them to provide that buffer and screening. Until they put a shovel in the ground it is unknown what that will be like. The Applicant continued, they do not want a berm in an awkward location; they desire the landscape plan to be as harmonious as possible and to further enhance privacy with the additional berming. They thought it was best to note it on the plan with the privacy concerns and apologized for any confusion.

Commissioner Mayer asked if a cut/fill report had been completed. The Applicant stated it was somewhat balanced now, but they do have to bring in fill for the utilities. They ran into some bad soil in Phase I and were able to export it. Commissioner Mayer expressed concerns that a giant berm will be created negatively affecting drainage; he feels the plan is incomplete. The Applicant stated he is unfamiliar with the exact ordinance requirements for berms other than the slope, but they anticipate a berm of approximately five or six feet.

Shared Off-site Monument Sign

Director Langer stated the following:

- When Phase I was being approved, Redwood proposed to install a sign north of Cundy Road, south of M-59 on a triangular shaped parcel. There currently there is a sign for the golf course on that parcel.
- At that time, the Planning Commission stated if that was their desire, they should do one sign for all three entities: Redwood, the golf course, and any future development.
- Those discussions began to bog down the project, so Redwood abandoned that request.
- Redwood is now reinitiating the request to have an off-site monument sign which are typically not permitted but the PD process allows for some flexibility.
- The existing Hartland Glen Golf Course sign would be removed and replaced with this singular sign.

[Director Langer referred to the proposed drawings of the sign showing both Hartland Glen Golf Course and Redwood included in the packet materials.]

Commissioner Grissim stated she does not feel there is a need for a 10-foot sign. Director Langer stated the Ordinance typically allows for a seven (7) foot monument sign.

The Planning Commission briefly discussed the sign, the site and the elevation.

The consensus of the Planning Commission is to permit the monument sign but limit the height to the Ordinance standard of seven (7) feet.

Commissioner Murphy asked about future additions. Chair Fox stated it is part of the PD as a two-panel sign. The PD would have to be amended to add another panel or one of the panels would need to be removed and replaced with another.

Architecture/Building Materials (Sec. 5.24)

Chair Fox stated the design is similar to Phase I. The Applicant agreed adding there are some units labeled “EX” which indicates an extended garage on three buildings, a new option that allows for slightly longer vehicles and has been very popular in other neighborhoods. Chair Fox confirmed the driveways are still 25 feet with the full area for parking. Chair Fox also stated there was a late addition of some buildings with enhanced sides. The Applicant referred to them as high-profile views.

Director Langer mentioned in the letter dated January 29, 2024, from Spalding DeDecker, the Township Engineer refers to street trees and landscaping not being permitted over water mains or utilities. This puts applicants in the middle as the Ordinance requires this landscaping and the engineers are not permitting them. The goal is to not have landscaping over utility lines but sometimes it is impossible to avoid. This is a directive from the Township Board; if it cannot be avoided there may be landscaping over utility lines.

Commissioner Mayer asked about the wetland delineation report as it was not included in the packet. The Applicant stated the regulated wetlands which they are not impacting, are shown on the map.

Commissioner Mayer asked about the required usable open space that is suitable for active recreation. The plan indicates approximately 8.16 acres, some of which is included in the area around the wetland in the northeast. Not only does the slope not conform to the required ratio around a pond but it would be very difficult for any kind of “active recreation” to occur. Chair Fox commented that historically the Planning Commission has counted any non-wetland area or area able to be walked as active recreation open space. Commissioner Mayer continued it is a highly wooded area, with a Limits of Disturbance Plan indicating you are only going so far north and showing that you are leaving the natural wooded area, you might please many of the residents in that area.

Commissioner Mayer asked if everything shown in blue on page L2.0 will not be mowed. The Applicant stated their intent is to leave it as natural as possible. Commissioner Mayer commented in August when the weeds are three-feet tall, how is that an active recreation area. He feels it is not. He also believes that there will be more children in the neighborhood than the average in most communities because of the quality of Hartland Schools. He would like to see an area included for active play.

Commissioner Murphy asked for a list of recognizable benefits. The Applicant replied yes, they will take a look at those and see if they can encompass everything into a list.

Responses to Questions from Call to the Public

Director Langer the Township does not have anything submitted for a long-term plan for the golf course. He has met with the owners; they want to do a development, but nothing is set in concrete. Chair Fox stated there are REUs on the property, sewer taps, something will happen at some point. Commissioner McMullen added some communities own their golf courses, but this one is private property.

Chair Fox stated the Township cannot require a developer to build roads, that is illegal. It is not under our control. There are traffic studies and other tools from outside agencies that determine what improvements are required for a development.

Commissioner Eckman mentioned trespassing is a criminal offense and beyond the scope of the Township. Chair Fox stated a fence would not look good around this property.

Commissioner Grissim asked about the current status of the property and weed control. Director Langer replied Redwood does not currently own the property, it is owned by Hartland Glen Golf Course. It is not being maintained as a golf course typically is, but there are no issues of blight to be addressed.

Chair Fox asked when Phase I might be complete. The Applicant stated they just received their first Certificate of Occupancy, so she expects at least another year, maybe by next summer. Chair Fox also asked if Phase II is approved and work commences, will the construction traffic will pass through Phase I. The Applicant stated they have a construction pod plan to try and mitigate the traffic and impacts to the roadway. If approvals go according to plan, they do try to keep their workers and subcontractors from one phase to the next, but it is more challenging currently.

Chair Fox asked about golf carts in existing Redwood neighborhoods. The Applicant stated she knows the staff uses golf carts but she is uncertain if their lease allows residents to use them. She will find out.

Commissioner Grissim mentioned a question regarding Juniper Rust and existing apple orchards. She stated she believes there is a distance factor, but it is something that will have to be looked into.

Director Langer responded to a comment that this property should be developed as single-family detached homes. He stated he is not sure that person knows how tricky that topic is. The Township is trying its best to get new single-family, affordable, detached housing. East of Redwood is a new development with single-family detached housing. There is such a demand in the rental market currently it is a huge issue. He is looking for the opinions of Planning Commissioners on that topic.

Chair Fox stated the following:

- It is about providing different types of housing the residential market wants.
- The residential housing market study done several years ago identified deficiencies in Hartland and one of them was available rental properties, we do not have enough.
- People who live here want them; it is not always strangers coming in.
- We take the projects as proposed; we do not go out and recruit them.
- We have the land, the zoning, the Future Land Use Map to guide us; this applicant is proposing something that fits within those parameters right now.

Chair Fox responding to the concern about transparency stated he hopes that was just a lack of knowledge of what is available online via the Township website. The Zoning Ordinance is posted also. Director Langer stated nothing was added since the packet was posted one week ago but the Township did receive a couple of communications from people who could not be at the meeting. People can do both; submit comments in writing and speak at the meeting. The Planning Commission did receive a plan of the high-profile elevations that was provided tonight as well. Chair Fox stated if there are any changes to the packet, typically there is an email notification, and he did not receive any.

Commissioner Murphy asked about the Public Notice requirements. Director Langer stated there is a Graphic Information System (GIS) tool that identifies properties within 300 feet of the parcel in question which is the State of Michigan requirement. Notices were sent to property owners within 300 feet of the entire property, currently the golf course. We stick to that requirement and treat every application the same. Commissioner Murphy asked if it is a physical letter mailed to that address. Director Langer confirmed it is mailed to the address the owner of record has provided to the Township for their tax bill. Chair Fox continued staff does the noticing according to the Statute, they follow the guidelines that are set forth by the State. He likes it when residents attend and the room is full, so people are getting the right information about a project in context.

Director Langer referred to a comment about the impact of this development on M-59, police services and the schools. M-59 is under the jurisdiction of MDOT. There is a lot of potential development in this area and a number of improvements are being looked at as part of that development. As for the police services, the Township has entered into an agreement with the Livingston County Sheriff's Office for some police presence here in the Township. As for the schools, he is not a spokesperson for Hartland Schools, this project was sent to the schools, in his meetings with the schools they are relying heavily on out of district kids and there is no guarantee how long that is going to last. They want as many kids as they can get. If we brought forth plans for a 1000 home subdivision, they would be happy. Chair Fox stated he thinks over 1000 kids in the schools are out of the district and they need those kids. If we do not provide a community which will bring our own kids in we need to draw kids from other communities, or the schools, that rate in the top six percent in the State of Michigan, that help to drive everyone's property values up, will be a different story. He has had many meetings with them, and they are looking for children.

Commissioner Eckman responding to a concern about maintenance of the property, stated he lives in a nice neighborhood with \$300,000.00 homes and some owners do not maintain them. In this situation it is nice the renters do not have to maintain the homes, but rather someone with a profit and loss motive will be doing so. If they are being filled to nearly one hundred percent, he is going to guess the quality of service must be doing well because renters can choose to not renew their lease if they are unhappy.

Chair Fox summarized there is a little work to do. The Planning Commission agreed.

The Applicant thanked the Planning Commission and the residents present for their comments stating the Planning Director has her contact information if anyone has additional questions. They will take everything under advisement and come back with a stronger set of plans with which they hope to seek your approval. Commissioner Murphy commented on the attendance and that people

April 25, 2024 – 7:00 PM

are interested in this project. The Applicant stated hopefully they can assuage most of their concerns or all of them ideally.

8. Call to the Public:

- Craig Wipple, Hartland Township; expressed concern about fire danger if the natural areas become dry, and fire department access.
- Lou Ann Lathrop, Hartland Township; expressed a desire for large evergreen trees for screening.
- Jason Fowler, Hartland Township; feels a traffic count should be done to ease the residents' concerns, wants a tax analysis completed, wants to see the list of community benefits, has concerns about gridlocking any future development on the southern portion of the site because of where Hartland Glen Drive ends, wants the developer to cooperate and help with infrastructure improvements, concerned that apartment dwellers' children do not stay in the school system for more than two years, concerned how developments impact current residents.
- Gordon Halt, Hartland Township; has questions regarding Special Planning Area requirements, the use of as shall and should and what the differences are, has concerns that having a multi-phased development precludes a developer from traffic study requirements.

9. Planner Report:

None

10. Committee Reports:

None

11. Adjournment

A Motion to adjourn was made by Commissioner Murphy and seconded by Commissioner McMullen. Motion carried unanimously. The Regular Meeting was adjourned at approximately 10:15 PM.

Submitted by.



Tom Murphy
Planning Commission Secretary

HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED MEETING MINUTES

June 27, 2024– 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.

2. **Pledge of Allegiance:**

3. **Roll Call and Recognition of Visitors:**

Present – Commissioners Eckman, Fox, Grissim, Mayer, McMullen, Mitchell, Murphy

Absent – None

4. **Approval of the Meeting Agenda:**

A Motion to approve the June 27, 2024, Planning Commission Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner Eckman. Motion carried unanimously.

5. **Approval of Meeting Minutes:**

a. Planning Commission Meeting Minutes of May 23, 2024

A Motion to approve the Planning Commission Meeting Minutes of May 23, 2024, was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously.

6. **Call to the Public:**

None

7. **Old and New Business**

a. Site Plan PD Application #24-003 Redwood Living Planned Development (PD) Phase II – Preliminary PD Site Plan (Revised Plans dated June 6, 2024)

Director Langer gave an overview of the location and scope of the application stating the following:

- Confirmed the location as south of M-59, west of Redwood Phase I
- 130 rental units proposed as a Planned Development (PD).
- Requesting Preliminary PD recommendation for approval tonight.
- Planning Commission did not make a recommendation at the Public Hearing held on April 25, 2024.
- Applicants have revised the plans and are here to answer questions.
- Tonight, the Planning Commission may recommend approval, the Township Board has the power to approve Preliminary and Final PD requests.

The Applicants, Emily Englehart, Director of Acquisitions for Redwood Living; and Ian Graham, P.E., Civil Engineer with Bergmann Associates; introduced themselves stating the following:

- Appreciate Planning Commission’s, staff’s, and the public comments.
- Have revised and clarified the plan in response to those comments.
- Available to discuss any questions.

Chair Fox referred to the staff review memorandum dated June 20, 2024.

Director Langer explained:

- Widened the area between Building ZZ and Building CC.
- Added a berm and landscaping.
- Added additional off-street parking spaces.
- Modified the emergency access to the south to go all the way to the property line with a sidewalk.
- Added an amenity area with a Little Free Lending Library.
- Revised the Landscape Plan.

Chair Fox directed the Planning Commission to the Engineer's letter and asked if there were any questions or comments on Recognizable Benefits. The Planning Commission had no comments.

Director Langer stated there is a Minimum Yard Setback along the perimeter that scales at seventeen (17) feet; typically, it is forty (40) feet. Also, the Front Yard Setback is twenty-five (25) feet which allows for a larger vehicle to be parked without overhanging the sidewalk area; typically, it is forty (40) feet. These are no changes from the plan presented in April and are consistent with Redwood Phase I.

Commissioner Mitchell asked about the Perimeter Setback, pointing out Redwood owns both properties. Director Langer replied Phase I and Phase II are owned by slightly different entities, thus there are two properties and there is a boundary line.

Commissioner Mayer asked if Buildings CCC, DDD and FFF meet the forty (40) foot setback. Director Langer stated they do.

Commissioner Mayer asked about the twenty-five (25) foot driveways. The Applicant stated in Phase II they are offering some units labeled EX that have an extended garage for larger vehicles, but the twenty-five (25) foot driveways should accommodate those as well. The Planning Commission had no additional comments on Setbacks.

Director Langer stated for Parking and Loading, they have added additional off-street parking spaces but the total number of spaces, including garages and driveways, far exceeds the requirement. The Planning Commission had no comments.

Director Langer referred to the revised Open Space Plan stating the following:

- PD required minimum of twenty-five percent (25%) open space; they have 52.6%.
- PD requires ten percent (10%) be usable open space; modified plan has 27.3%.

Commissioner Murphy asked about the Limits of Disturbance Plan. The Applicant clarified that line shows the area that will be disturbed during construction, the area outside of that line will remain as it is. The Planning Commission had no additional comments regarding the Limits of Disturbance.

Director Langer referred to the Sidewalk Plan stating the following:

- Sidewalk ties in with Phase 1 and to the south for a future connection.

- The concrete for the streets and sidewalks is poured at the same time.
- There is no separation between the street and the sidewalk.
- Sidewalks are on one side of the street only.
- The joint cuts in the sidewalk are tighter than the street so there is a visual difference between the two; this is the same as Phase I and what was proposed in April.

Commissioner Muphy asked if the sidewalks are a different color. The Applicant replied they are and added they now pour the street and sidewalk at different times so that the color for the sidewalks can be incorporated into the concrete rather than only on the top. The Planning Commission had no additional comments regarding Sidewalks.

Commissioner Eckman asked about the Fiscal Impact and if Redwood pays the non-homestead tax rate. The Applicant confirmed they are a commercial entity and will always pay the higher non-homestead tax rate. The Planning Commission had no additional comments regarding Fiscal Impact.

Director Langer stated there was a question about Vehicular Circulation, specifically about the fire truck turning radius. The Applicant has supplied a drawing demonstrating the how a fire truck would maneuver within the development. This plan was sent to the Fire Authority; they had no comments. The Planning Commission had no comments regarding Vehicular Circulation.

Commissioner Grissim stated the following regarding Landscaping:

- In Phase I, with the larger forty (40) foot wide side by side driveway, it is difficult to add the street trees.
- Other places were found to work in the required number of trees in Phase I.
- The submitted plan is getting closer but there is still room for getting closer to the requirements.
- She visited the Phase I site, but the required trees were not yet in.

The Applicant apologized for the miscommunication with their landscape installer explaining the delay, also stating the larger required trees are coming from North Carolina and will be installed accordingly. They also stated their landscaping contractor has seen the plan for Phase II and is aware of the parameters. They would appreciate any suggestions about possible locations for adding in the additional trees.

Regarding Screening, Commissioner Grissim asked if the fencing used for screening could be tan to blend in. The Applicant stated they would make that change.

Commissioner Mayer stated he really likes what is proposed between Building ZZ and Building CCC, the new design makes a huge difference. Commissioner Mitchell added he agrees and also appreciates the additional effort.

Director Langer stated in order to calculate the required Detention/Retention Landscaping, staff needs a top of bank line drawn onto the construction set drawings. It is a simple formula based on lineal feet.

Commissioner Mayer asked to see the Mowing Plan. The Planning Commission had no additional comments regarding Landscaping.

Chair Fox stated the Architecture/Building Materials proposed are the same as Phase I. Director Langer stated the Planning Commission was pretty hard on Redwood in the area of Building Materials for Phase I; it is the Applicant's intent to match those. Chair Fox stated he visited the site and there is a noticeable difference in the Hartland Township Redwood Development; it looks really good. The Applicant agreed. The Planning Commission had no additional comments regarding Architecture/Building Materials.

Director Langer stated the following regarding Off-Site Signage:

- Proposing a sign north of their site, north of Cundy Road, south of M-59.
- Off-site signage is typically not permitted for any commercial business.
- Currently, there is a sign at that location for Hartland Glen Golf Course.
- Redwood would like to install two signs.
 - The temporary sign proposed is twenty-four (24) square feet in area, low to the ground.
 - Does not fit the temporary signage options.
 - Both the existing sign and the temporary sign would be removed once the project is complete.
 - The permanent sign would be a shared monument sign off-site for both Redwood and Hartland Glen Golf Course.

Commissioner Grissim asked about the sign panel construction. The Applicant was unsure but is assuming it will not be lit.

The Planning Commission briefly discussed the signage as follows:

- If the sign is lit, there are standards that will be applied through the Sign Permit process.
- Height of the sign was reduced from 10 feet to 7 feet.
- No construction or grading is planned for the sign location.
- Temporary sign will remain until the permanent sign is constructed, possibly next year.
- The Applicant would like the temporary sign as soon as possible.
- Process for changing a panel on a permanent sign should Hartland Glen cease to be in existence and another entity occupy the property. The top of the permanent sign could be removed if needed.
- Many details have not been worked out but will be during the permitting process.

The Applicant asked about the process for obtaining a grading permit to possibly regrade the sign site if needed. The Director explained the process and how that affects stormwater runoff also stating if it began to look like a berm or mound was being created to raise the height of the sign, the current staff would most likely have questions. If it were general grading that did not affect stormwater flow and was within the standards, they would be able to do so. The Planning Commission had no other comments regarding Off-site Signage.

Chair Fox asked about the section titled Other Comments. Director Langer stated those are typographical items he is confident can be corrected on the Construction Plan documents.

Commissioner Grissim offered the following Motion:

Move to recommend approval of Site Plan/PD #24-003, the Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, as outlined in the staff memorandum dated June 20, 2024.

Approval is subject to the following conditions:

- 1. The Preliminary Planned Development Site Plan for Redwood Living Planned Development Phase II, SP/PD #24-003, is subject to the approval of the Township Board.**
- 2. Waiver request for the development monument sign to be located off-site is approved.**
- 3. Waiver request for an interim sign to be located off-site is approved.**
- 4. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandums, dated April 18, 2024, and June 20, 2024, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.**
- 5. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any applicable ingress-egress access easements and agreements between all applicable parties. The applicant, and/or any future owners shall agree to not interfere with or object to any future roadway connection to the south. All applicable easements and documentation for the off-site signage shall be submitted with the Final PD submittals. The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.**
- 6. The applicant shall obtain approval of a land division for the parcel associated with the proposed project.**
- 7. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and all other government agencies, as applicable.**

Seconded by Commissioner Mitchell. Motion carried unanimously.

8. Call to the Public:

None

9. Planner Report:

Director Langer and the Planning Commission discussed lot coverage limits in the Woods Edge Condominium Development, the challenges of the 20% impervious surface limit that was approved as a condition, applicability of the SR Suburban Residential zoning standards, the difficulty of doing an amendment now, the PDs that have been amended for similar reasons, the errors in calculating lot coverage by previous staff/administrators, attempts to correct those issues moving forward, the

interpretive authority of the Planning Commission regarding site plans, the effects on stormwater runoff that drive the standards, and the definition of impervious surface in the zoning ordinance.

The Planning Commission agreed to the SR standards for lot coverage being applied in Woods Edge Condominiums.

10. Committee Reports:

None

11. Adjournment

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner McMullen. Motion carried unanimously. The Regular Meeting was adjourned at approximately 8:06 p.m.

Submitted by.



Tom Murphy
Planning Commission Secretary

Statement of Hartland Community Benefit for the Redwood Apartment Neighborhood Project:

Redwood Apartment Neighborhoods will provide the following Community Benefits to the future residents and to the Township as part of its Planned Development Application:

A site plan that was designed to preserve large natural buffer and open space areas throughout the site achieved by clustering the development. This includes:

- Clustering the buildings towards the center and nearest to the Redwood Phase I development and existing golf course creates a larger setback than what was denoted as required in a PD or under many other residential setback standards found in the zoning ordinance. Of our 28 buildings in Phase II only 6 are located less than 100 feet from a neighboring (non-Redwood property line). The properties that abut existing residential maintain more than 50 feet of setback. Redwood was able offer over 250' of space against the western property line.
- Concentrating the development in a more central fashion allows us to maintain most of the existing established natural tree line against the single-family properties to the west, north, and south and keep this outside our limits of disturbance.
- In conjunction with the larger setbacks Redwood is able provide a large amount of open space in Phase II. The Zoning Ordinance defines open space as: *an area that is intended to provide light and air and is designed for either environmental, scenic, or recreational purposes. Open space may include lawns, decorative planting, walkways, gazebos, active and passive recreation areas, playgrounds, fountains, swimming pools, woodlands, wetlands, and water courses.* Under this definition, Redwood Phase II offers 15.74 AC of the site as open space which is ~52% of the entire site area, with over 8 AC of land remaining outside the proposed limits of disturbance.

Creation of a low to no maintenance community that is in demand in Hartland Township by residents seeking an alternative to traditional single family or multifamily residential. This demand is evidenced by the demographic make-up of the township, demand seen from Redwood Phase I and other local Redwood Neighborhoods, as well as discussion in the Comprehensive Plan.

- Redwood's unique housing style can create opportunities for housing filtration in the broader community when residents move to Redwood from single-family homes allowing for new people and families to join the community.
- Redwood can be a solution for people who want to move to the Township or stay within the Township but are in transition (i.e. building a home, sold their home and are looking for a new home, not certain about their timelines)
- Redwood provides a solution for people who do not want maintenance, upkeep, and

costs of owning a home (seniors, empty nesters, people who work atypical hours, snowbirds, families that wish to move aging family members nearby, people that want the equity out of their home etc.)

Quality well designed apartment homes comprised of high-quality energy efficient materials and finishes that our residents seek.

- Redwood is proposing to use the same materials (and colors) as were proposed in Phase I including the upgraded Celect siding material.
- Redwood's single story building design integrates well with neighboring single family uses as opposed to multi-story buildings.
- Redwood provides an attached two-car garage on every unit, which is highly valued by our residents.
- Concrete private drives serve the site which will be maintained by Redwood.
- Redwood's site includes extensive landscaping throughout the site and around the units in a quantity that exceeds what is required.

Fiscal Impact. The Redwood development will provide an increase in the tax base of Hartland Township and additional residents will support and patronize local businesses as residents engage in the Hartland community.

- Redwood, as property owner, will pay the full non-homestead property tax rate on this property and cannot seek a homestead exemption.
- Redwood residents will visit local businesses and utilize local services. Our Phase I team has already created partnerships with local establishments including the Poppa's Pizza, Hartland Glen Golf Course, and Iron Pride fitness.
- Redwood uses local vendors for landscape / overall maintenance and will require several full-time employees to staff the neighborhood when combined with Phase I.

Connectivity and Recreation:

- Redwood is providing sidewalks throughout this development creating a .8 mile loop primarily serving Phase II and creating a larger ~1.25 mile walkway loop when fully combined.
- The internal sidewalks will also provide an accessible route to our residents to the open spaces and amenities in Phase I and Phase II (i.e. shelter/pathways in Phase I, little free library in Phase II).

- We are also providing for an access easement to the adjacent Allen Edwin project to the east of Phase I which will allow for longer future sidewalk connections to and through that development for residents of both communities to enjoy.
- In conjunction with the Phase II development, Redwood is providing additional access for utilities to the remainder of the golf course property and a future emergency access with full sidewalk connections to the Golf Course property to the south.

Parking Availability:

- The Redwood Neighborhood Phase II provides a total of 552 parking spaces when considering that each unit has 2 private garage spaces, two dedicated driveway spaces, and this overall phase has 32 additional guest parking spaces. The ordinance requires a total of 293 spaces. Redwood is providing an additional 259 spaces beyond what is required by code for multifamily developments.

Mr. Troy Langer
Hartland Township
2655 Clark Road
Hartland, MI 48353
(810) 632-7498

June 5, 2024

RE: Preliminary Plan Review – Comment Response Letter
Redwood Living Phase 2; Parcel 4708-26-100-023

Dear Mr. Langer,

We have reviewed the comments and feedback provided by the Township Planning Commission, members of the public, and Township Planning Staff from the April 25th planning commission meeting and previous staff reports. We have revised our submittal in response to these comments and have provided a list of responses are provided below in bold along with the comments.

In addition to this comment response letter, we've included the following items prior to our meeting with the Township Planning Commission:

- Two (2) full size copies of the Preliminary Plan Review plan set containing civil, architectural, and landscaping plans (updated see below)
- Ten (10) 11x17 copies of the plan set (updated see below)
- Offsite Sign Waiver Request (updated and revised see below and exhibit)

Changes Made to Redwood Submittal:

- SITE PLAN: Buildings re-lettered on plan (now starting where Phase I left off)
- SITE PLAN: Building ZZ (formerly building T) shifted to the west by swapping building with parking to provide a larger buffer / berm against the single-family residence.
- SITE PLAN: Limits of Disturbance line shown
- SITE PLAN: Emergency access and sidewalk extended to southern property line
- SITE PLAN: Parking Calculation added
- LANDSCAPE PLAN: Full Visibility Buffering provided behind buildings ZZ and CCC (formerly T and W)
- LANDSCAPE PLAN: Additional street trees added per planning comments
- LANDSCAPE PLAN: Amenity area added - Little Free Library and Bench Seating added near building GG (formerly building A).
- LANDSCAPE PLAN: Scenic Bench seating area added at emergency access area overlooking golf course and wetland area to the east
- LANDSCAPE PLAN: Tree heights updated to meet ordinance
- LANDSCAPE PLAN: Additional Trees added on western/norther border
- LANDSCAPE PLAN: Detention pond behind building LL (formerly building E & F) to be wet and will contain a fountain and/or aerator depending on depth.
- LANDSCAPE PLAN: Mowing plan updated to include additional mowed/maintained areas for active recreation.

- LANDSCAPE PLAN: General existing tree line identified on plans with a preservation of trees outside of limits of disturbance (assuming trees are in healthy condition)
- LANDSCAPE PLAN: Removal of shrubs around the pond not required, trees remain exceed requirements
- SIGN WAIVER: Revised to request offsite permanent sign and offsite interim sign.
- SIGN EXHIBIT: Sign Height reduced to 7 feet.

ADDITIONAL NEW EXHIBITS/DOCUMENTS PROVIDED:

- Limits of Disturbance Plan (with and without aerial background)
- Sidewalk Distance Map
- Information on Redwood Property Operations / Staffing
- Community Benefit List
- Fire Truck Turning Movement Exhibit
- Interim Sign Exhibit
- Updated High Profile Elevation mark-up on updated site plan

Comments from the Public

1. Concern that a connection is proposed from phase 2 of Redwood to Maxfield Boulevard. **No connection to Maxfield Boulevard is proposed.**
2. Concern about the current condition of the golf course (plants and grass height). **Golf course is not owned by Redwood. Redwood has a purchase agreement to acquire the golf course pending development approvals.**
3. Discussion about traffic generated and impacts to local streets. **Redwood is only proposing internal connections to Redwood internal access aisles within Redwood Phase I for this development (with a future emergency access connection internal to the golf course property) and does not propose to connect directly with Maxfield, Cundy, other Township roadways. The total percent increase in traffic out to M-59 is 2.46%. Typically, agencies require further analysis of all intersections where the projected traffic will represent at least 5% of the intersection volume. It should be noted that phase 2 of Redwood is replacing a portion of existing golf course use which would typically generate a larger number of daily trips than the Redwood use. If a traffic impact analysis is required by the LCRC or MDOT, one will be provided.**
4. Concern regarding 100-year floodplain on or near neighboring property. **There are no 100-year floodplain areas on the proposed Redwood Phase 2 property.**
5. Concerns regarding trespassing and hunting on others property and using the golf course as a way to access other properties. **While Redwood has no influence over the concern of trespassing currently, developing on this property and bringing people into the area would eliminate a large and generally vacant use which would likely reduce trespassing and hunting.**
6. Interest from a public comment to the current demographics and leasing at the Redwood neighborhood in White Lake, MI. **Redwood's neighborhood specific data is generally not available due to compliance with national fair housing rules and regulations, however, in a review of past resident data (which is optional and self-reported by residents) of the nearby Redwood Neighborhoods located in White Lake and Howell (Oceola**

Township); we found that the average age of residents in our White Lake Neighborhood is 57 years old (without roommates) and there are 11 roommates listed without an age within 143 units. In our Howell Neighborhood the average age of residents is 59 years old (without roommates) and there are 6 roommates without birthdates provided within 144 units. Redwood Apartment Neighborhoods, however, is not an age restricted development and will rent to who is a qualified applicant so similar leasing patterns may or may not occur at a Redwood Neighborhood in Hartland Township.

7. Question from the public regarding the use of golf carts within the Redwood property. **Golf carts are not currently allowed under the Redwood lease agreement.**
8. Question from the public about why a traffic study is not required. **Per MDOT guidelines, a traffic impact study is required when a proposed development exceeds 50 directional peak hour trips. A trip generation report for Redwood development shows 35 directional trips in the AM peak hour and 38 directional trips in the PM peak hour.**
9. Question from the public about Juniper rust and plant materials. **Based on our research the closest orchard, Roeske Farm, is 1.6 miles away from the Redwood development. Redwood is open to reviewing an alternative plant material if the Township would like us to consider one.**
10. Question from the public about the lack of tax generated when comparing to single-family. **Redwood Apartment Neighborhoods, as the property owner, will be responsible for paying all property taxes for the development. We will be responsible for paying the full non-homestead tax rate as this development would not qualify for homestead tax exemptions (which many single-family home residences may qualify for).**

Comments from the Township Planning Commission

1. List the recognizable benefits of this planned development. **We have expanded upon the recognizable benefits to the Township in the attached list.**
2. How is street parking operated and managed? **No on-street parking is allowed and is a violation of the lease agreement. Parking is policed by the on-site staff. Please see the attached information on property operations and staffing for more details.**
3. How many staff members are on-site and what are the hours of operation? **In a standalone development with 130 units, Redwood would typically have one full-time leasing manager and 1.5 service technician positions, and the hours of operation would be from 10 am – 6 pm Tuesday through Saturday (Saturday hours are 10 am – 4pm). Considering the operation of both Phase I and Phase II Redwood would employ one full-time manager, one full-time leasing professional in addition to 2.5 service technicians at the full buildout of both Phases. The office will operate Monday – Saturday from 10am – 6pm (Saturday hours are 10am-4pm). Please see the attached information on property operations and staffing for more details.**
4. Discussion of tax generated per unit. **Using our financial model for this project as well as looking at other nearby Redwood Neighborhoods we projected the tax per unit once fully assessed could be ~\$3,200/unit. Although this is ultimately dependent on the final assessed value of the units as well as the future millage rate for non-homestead properties.**

5. Clarification on fire truck turning movements. **An exhibit has been included with the submittal showing a fire truck successfully maneuvering the on-site turning movements.**
6. Discussion of the staff comments that a complete visual screening between Redwood and the single-family properties along the southwest corner of the site as well as screening against residential areas. **Additional screening has been added to the landscape plans. Building ZZ (formerly building T) has been moved further west to provide a large buffer, a berm, and additional plantings near the existing single-family home/pool. A limit of disturbance plan has also been prepared and provided showing the existing vegetation that will remain as a natural buffer around the site in addition to the Redwood landscaping.**
7. Clarification on the low mow/no mow area and a comment about providing more lawn area for recreation. **The low mow/no mow area has been reduced and portions of this area replaced with manicured lawn area to increase the area. This is shown on the updated landscaping plans. In addition, we have added benches along the sidewalk on the north and south sides of Phase II. Residents will also be able to use all of Redwood Phase I and its lawn area and internal sidewalk network for recreation and activity.**
8. The offsite shared monument sign shall be no taller than 7-feet. **Shared monument sign has been revised to 7-foot tall and an updated exhibit is included in this submittal.**

Should you have any questions about the enclosed material or if you require any additional information, feel free to contact me by phone at (517) 827-8681 or e-mail at ian.graham@collierseng.com or Emily Engelhart at (248) 930-2123 or e-mail at eengelhart@byredwood.com.

Sincerely,



Ian Graham, PE
Enclosures

cc: Emily Engelhart, Redwood (via E-mail)

June 6, 2024

Re: Combined Waiver Request for Offsite Signage and Offsite Interim Construction Sign related to SP PD application #24-003 for Redwood Phase II

To the members of the Hartland Township Planning Commission, Township Board, & Staff:

Revised Waiver Request for Offsite Signage

I am writing to respectfully revise my request waiver for offsite signage, as outlined in the Hartland Township, MI Zoning ordinance, for the SP PD application #24-003 for the Redwood Apartment Neighborhoods Phase II development based on comments received at the Planning Commission meeting in May 2024. Our request has been updated to comply with the current height restriction after input from Planning Commissioners was incorporated. This request, otherwise, remains the same with the only change being the height of the total sign. The exhibit has also been updated to reflect the height change.

As part of our development, we believe offsite signage at an adequate size is essential to inform the public and potential residents about this project as well as our Phase I Neighborhood and the Hartland Glen Golf Course Property. The submitted proposed signage is a shared monument sign between Redwood Apartment Neighborhoods and Hartland Glen Golf Course, the other current owner/user of this Property. We are including this request with our Planned Development application as it is our understanding that the only way off-site signage can be considered in the Township is in conjunction with a Planned Development approval process.

The location of this offsite sign is on a 1.07 AC parcel 4708-26-100-021 that fronts on M-59 and is owned by Hartland Glen Development, LLC the owners of the Hartland Glen Golf Course property. The general sign location is further detailed in the sign exhibit that was included with our application and Hartland Glen Development, LLC has agreed to work with Redwood on providing an easement for the replacement of their existing sign with a new shared monument sign. The sign will meet all setback requirements.

In considering our request, we wanted to bring attention to a few factors that we feel are relevant. Firstly, the Hartland Glen Golf Course property is one of the larger parcels in the Township consisting of over 350 AC and will be represented primarily by this sign. Secondly, while the vast acreage does not technically front on M-59, the location of the proposed sign is adjacent to the Phase I Redwood parcel (which was split from the Hartland Glen Golf Course parcel during Phase I). This property has over 300' of frontage on M-59 and is currently serving as the location for the existing Hartland Glen Golf Course sign. Thirdly, M-59 is a large freeway with limited traffic signals and higher speed limits which necessitates signage that is visible and easily identifiable

from a distance. Finally, when comparing this request with other PD's/large developments that may have similar precedent in the Township our request does not include multiple directional and/or entrance signs as the primary access to our development is from Hartland Glen Ln. near M-59.

We are proposing a sign that complies with the current Hartland Township Sign Ordinance in terms of size and height per discussions with the Planning Commission. We understand the importance of adhering to zoning regulations and want to assure the Township that the proposed signage will be designed with careful consideration for aesthetics and community impact. Our goal is to create signage that harmonizes with the surrounding environment while fulfilling its functional purpose. As you can see from the proposed signage exhibit that was submitted with our application, we believe this sign meets the requirements in the zoning ordinance. We would also ask that if this sign needs to be amended in the future that there is an ability to do so without the need for a minor/major PD amendment (i.e. via the Sign Permit Process) so long as the proposed amended sign is in compliance with the Zoning Ordinance Sign Regulations and/or the waivers obtained in this PD application.

Request for Interim / Construction Offsite Signage

After discussions with the Planning Department as well as the Neighborhood Manager for Redwood Phase I we are including a request for an interim off-site sign that will advertise the construction of the Phase I Redwood Neighborhood as well as the future Phase II Neighborhood. With the entrance to the projects being offset and the long history of this property being a golf course we believe an interim sign on M-59 advertising Redwood's offerings would be extremely beneficial to our leasing.

I have attached our construction sign for review and would ask the Planning Commission's consideration for this sign to be installed offsite in a similar location to where the permanent sign is proposed until such a time as the permanent sign is constructed (if it is approved).

We kindly request your favorable consideration of this combined waiver request for offsite signage and temporary offsite interim signage. Thank you for your attention to this matter.

Sincerely,

Emily Engelhart
Director of Acquisitions
Redwood Apartment Neighborhoods
eengelhart@byredwood.com / (248) 930-2123 (c)

Redwood Leasing Hours, Staffing Model, and Parking Enforcement:

Staff Requirements:

Redwood P1 consisting of 148 Units would require 1.5 service technicians and one full-time leasing professional/neighborhood manager.

With the addition of Redwood P2 and an additional 130 units we would have one full-time manager and one full-time leasing professional in addition to 2.5 service technicians. If more leasing/management support is needed an additional full or part-time neighborhood management or leasing professional would be added to the staff.

During lease up, we bring in additional leasing assistance with our Management Specialist position to help with leasing, marketing, and management. They are not onsite every day but do provide assistance as needed for heavy traffic and move in days.

Hours:

Redwood Phase I Leasing Office (based on unit count) would be open Tuesday – Friday 10am to 6pm and 10am to 4pm on Saturdays.

With the addition of Phase II (based on unit count) our Leasing office would be staffed and open Monday-Friday from 10am to 6pm and 10am to 4pm on Saturdays.

A Service Technicians will always be on call 24/7 for emergencies even if the office is closed.

Parking Enforcement

For street parking, Redwood manages this daily, as needed. Typically, we will provide a parking violation sticker, and if we know what unit the parking offender lives at or is visiting, we will also provide a lease violation.

Street parking usually isn't an issue if we have adequate Visitor Parking. Residents do report these types of violations, but it is also an expectation of our Neighborhood Manager and Service Technician to drive the site daily. No parking signage is also present along the streets.

SITE DATA:

PARCEL: 08-26-100-023

ZONING: SITE* - CA, CONSERVATION AGRICULTURAL
 NORTH - CA, CONSERVATION AGRICULTURAL
 WEST - SR, SUBURBAN RESIDENTIAL
 EAST - PUD, PLANNED UNIT DEVELOPEMNT
 SOUTH - CA, CONSERVATION AGRICULTURAL
 * - PROJECT WILL REZONE TO A PLANNED UNIT DEVELOPMENT

PROPOSED AREA: 29.89 ACRES

BUILDING SETBACK: FRONT - 50' (60' FROM CUNDY ROAD)
 SIDE - 15'
 REAR - 25'

UNIT DENSITY: 4.35 UNITS PER ACRE PROPOSED
 28 BUILDINGS

PARKING: 32 GUEST PARKING SPACES

DRIVE LINEAL FOOTAGE: ±3,770'

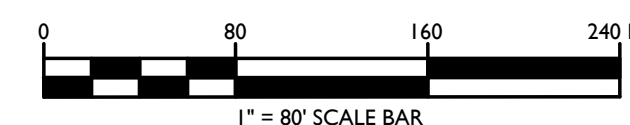
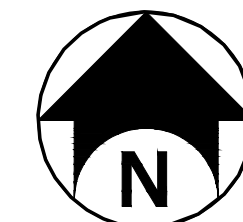
LIMITS OF DISTURBANCE: ±21.7 ACRES

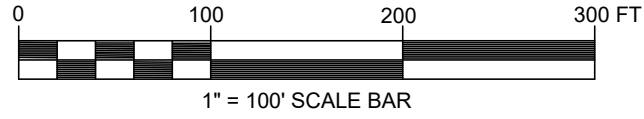
ROAD SECTION: 27' (11' LANE + 11' LANE + 5' SIDEWALK)

- FORESTWOOD
- MEADOWWOOD
- CAPEWOOD
- WILLOWOOD
- BREEZEWOOD
- BREEZEWOOD SUNROOM
- EXTENDED GARAGE

UNIT SUMMARY	
PHASE 2	
FORESTWOOD	42
FORESTWOOD EXT GRG	12
MEADOWWOOD	21
MEADOWWOOD EXT GRG	6
CAPEWOOD	9
WILLOWOOD INTERIOR	16
WILLOWOOD EXTERIOR	16
BREEZEWOOD INTERIOR	4
BREEZEWOOD EXTERIOR	1
BREEZEWOOD SUNROOM	3
SITE TOTAL	130

- SITE LEGEND:**
- PROPERTY SETBACK LINE
 - PROPERTY LINE
 - EXISTING CONTOUR
 - REGULATED WETLANDS
 - LIMITS OF DISTURBANCE





7050 West Saginaw Hwy. // Suite 200 // Lansing, MI 48917 // 517.272.9835



DRAWING TITLE:
FIRE TRUCK TURNING MOVEMENT EXHIBITS

BY:
I. GRAHAM, PE

JOB #:
23008151A

DATE:
5/24/2024

REFERENCE DRAWING:

SCALE:
1" = 100'



Engineering & Design

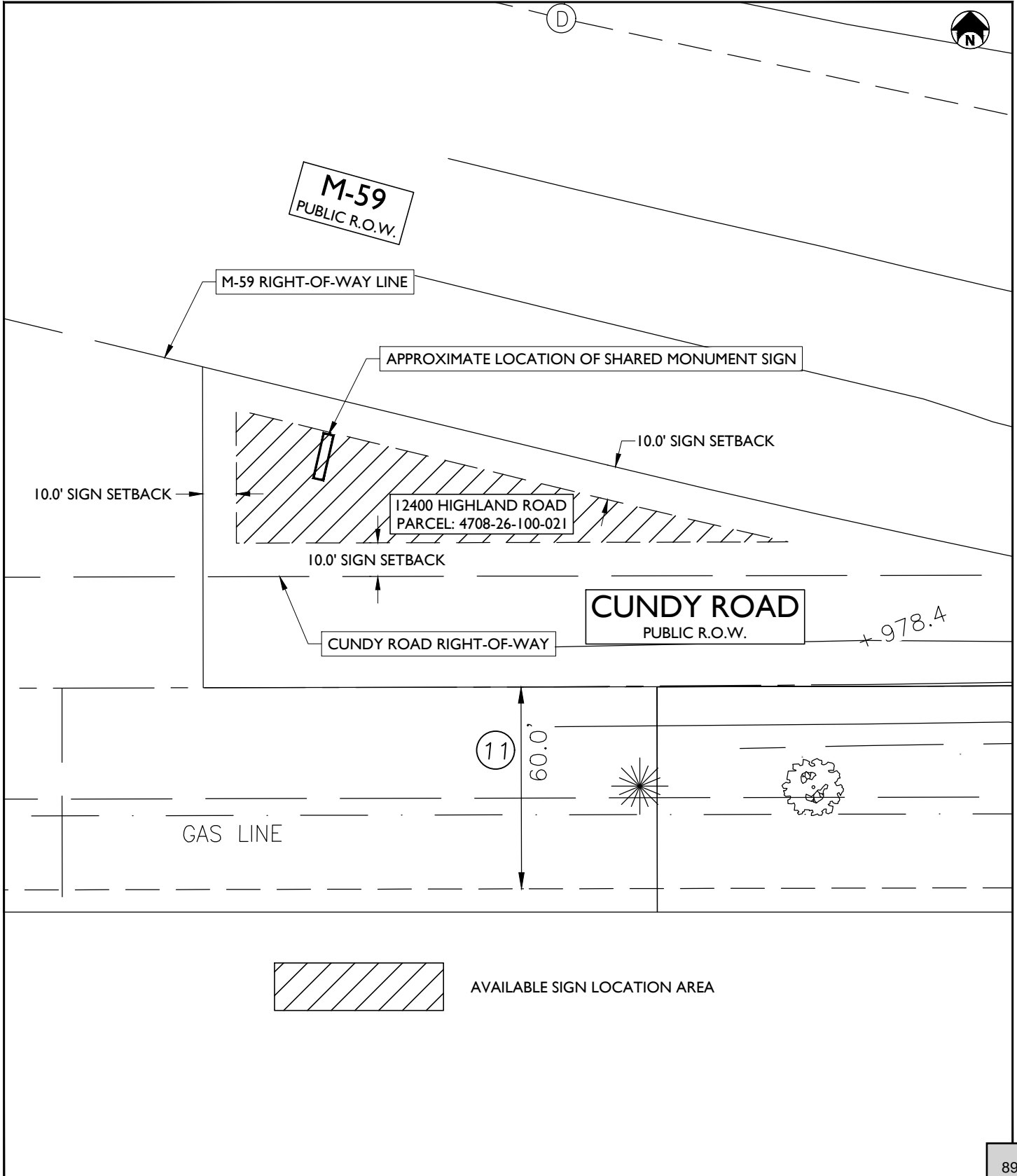
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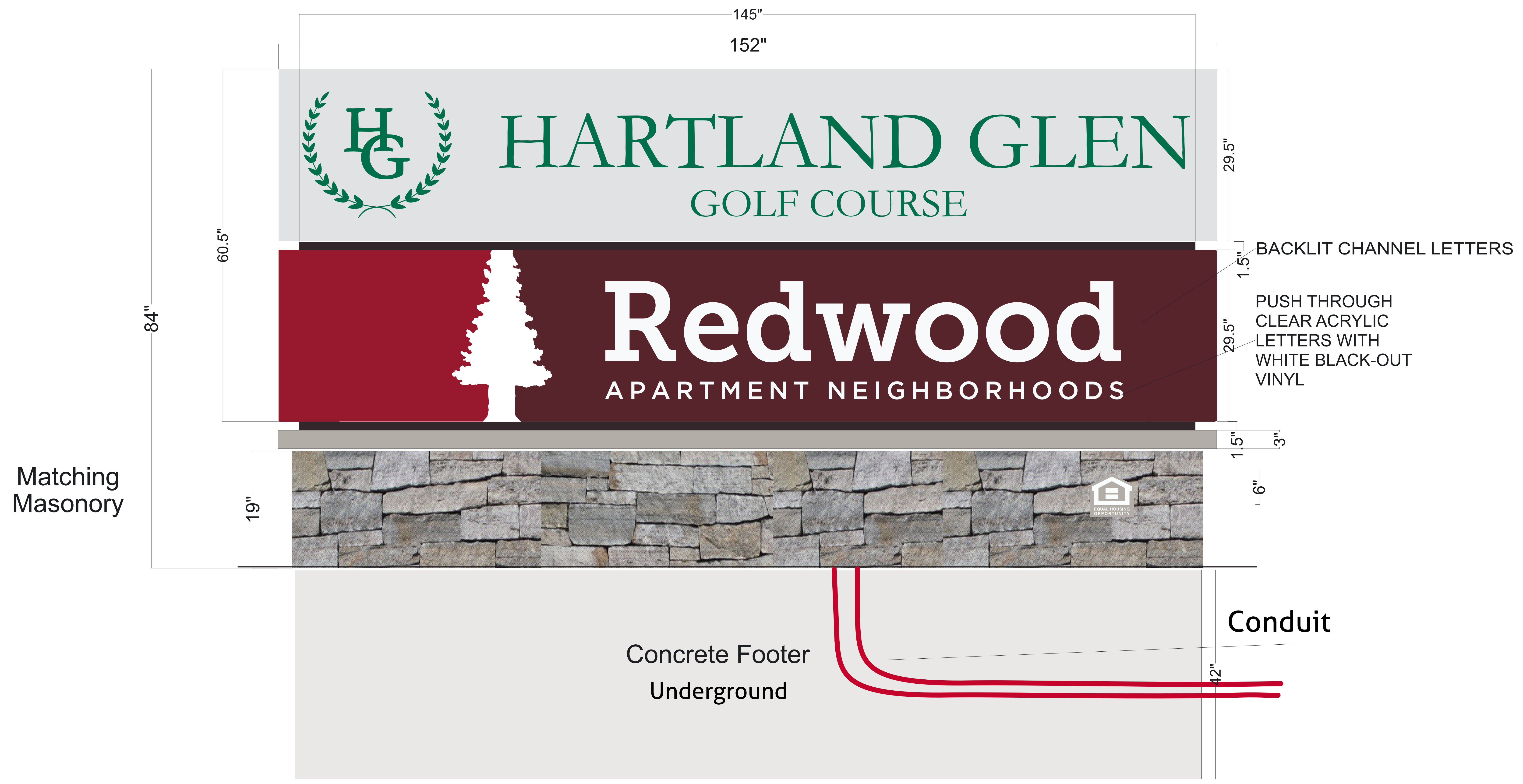
REDWOOD HARTLAND PHASE 2 - SHARED MONUMENT SIGN EXHIBIT

BY: I. GRAHAM, PE

DATE: 2/21/2024

SCALE: 1"=40'





Total Square Footage of the sign area is 63.86 sqf

Please verify that all artwork, sizes, colors, spelling and grammar are correct. Once approved, the artwork is final and will be printed as pictured. The design shown is the property of A Sign Above, Inc. No transmittal or disclosure shall be made to any person, firm, or corporation without prior written consent.



asa
a sign above
8982 Dutton Drive
Twinsburg, Ohio 44087
Phone: (330) 425-7832
Cell: (216) 337-2201
Email: jerryasignabove@yahoo.com

Client:

**REDWOOD
MANAGEMENT**

File Name:

Proof Date:

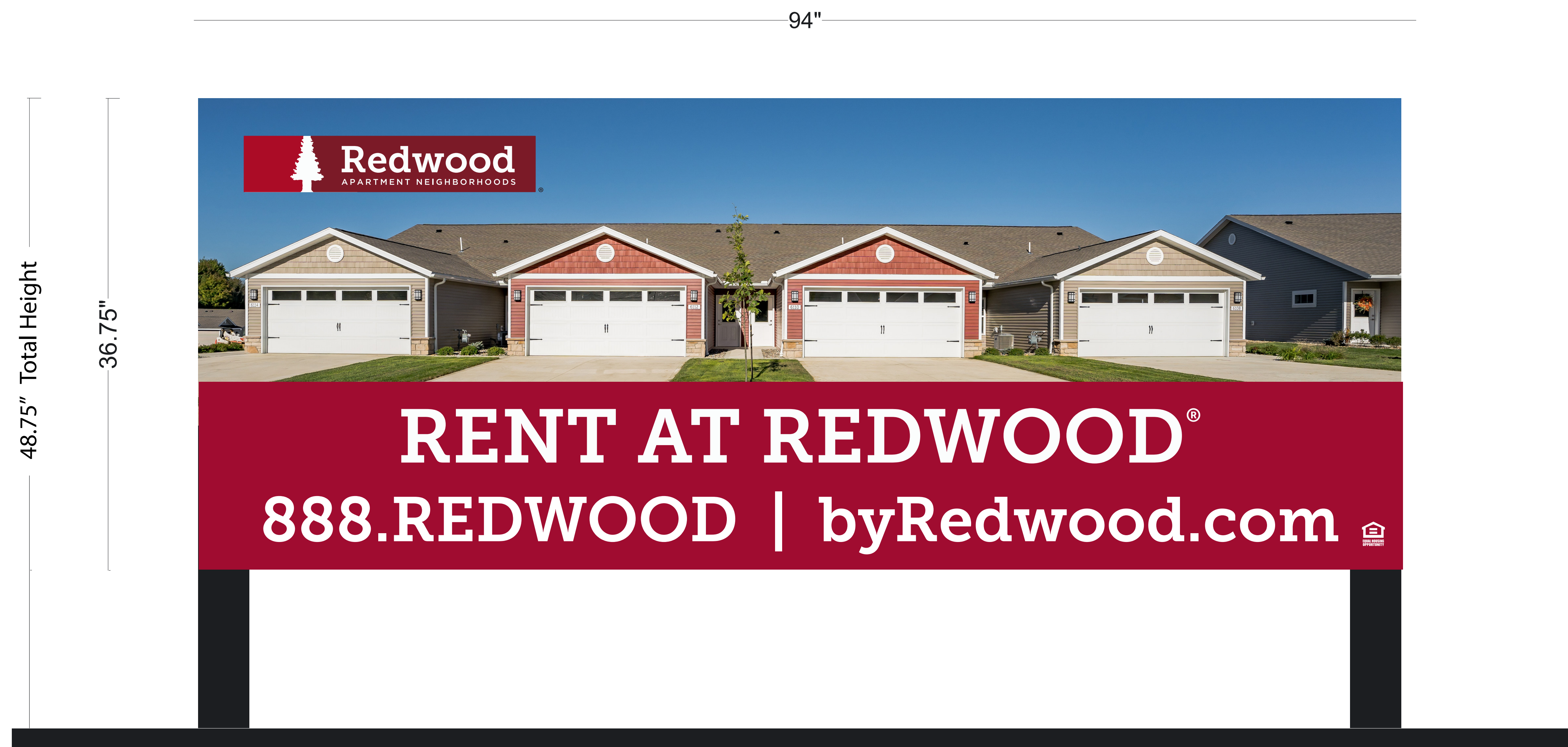
PLEASE CHECK ONE OF THE FOLLOWING:

Approved	Approved With Changes	Revise & Resubmit

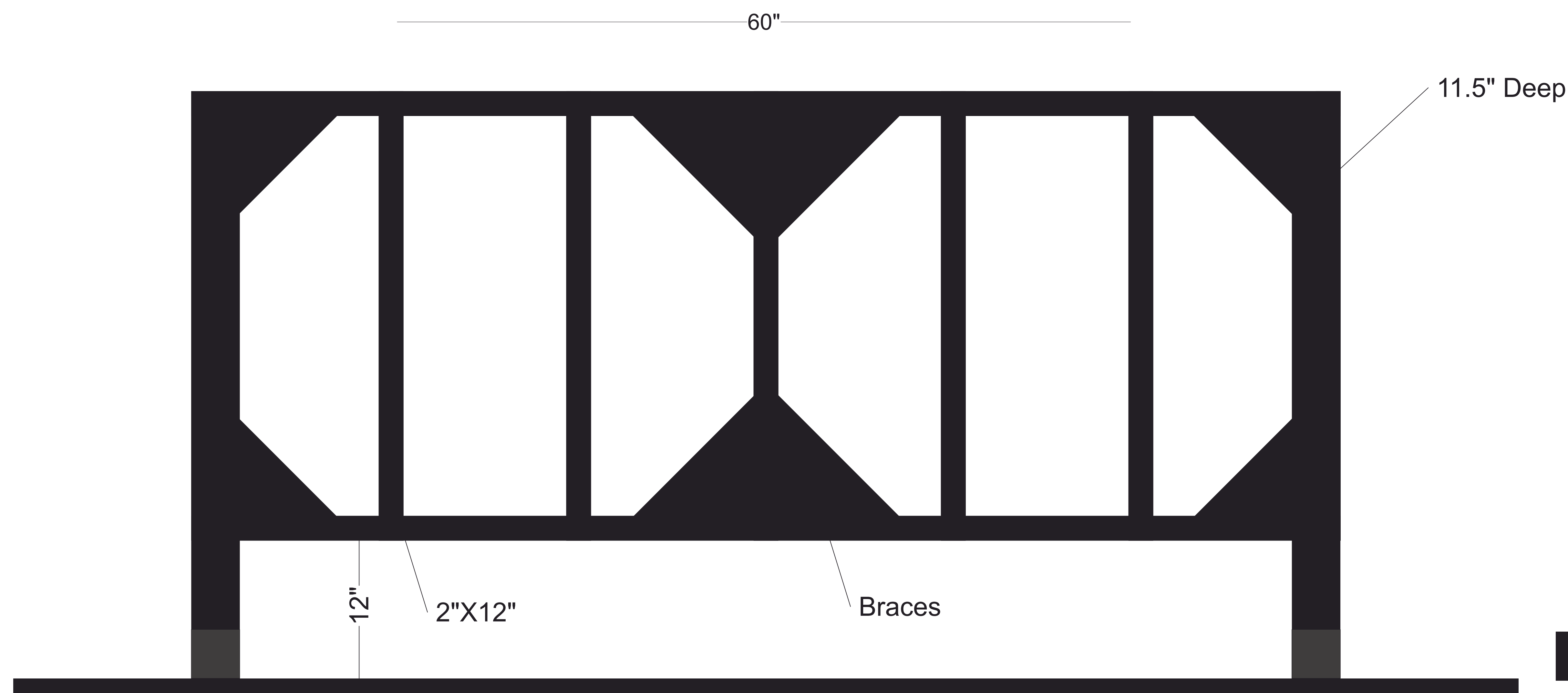
Signature:

X _____

Date of Approval:



- 1/4" Polymetal with printed graphics.
- 2"X12" Studs and frame with black stain.
- Treated 6"X6" with 2"X12" black stained skids.



SITE DATA:

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 WEST - SR, SUBURBAN RESIDENTIAL
 EAST - PUD, PLANNED UNIT DEVELOPEMNT
 SOUTH - CA, CONSERVATION AGRICULTURAL
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DRIVE LINEAL FOOTAGE: ±3,770'

LIMITS OF DISTURBANCE: ±21.7 ACRES

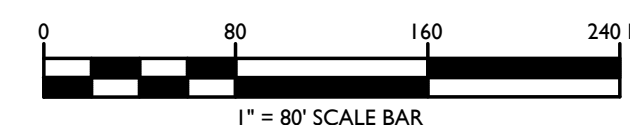
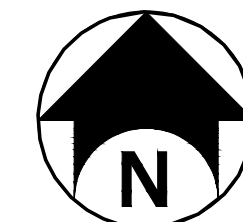
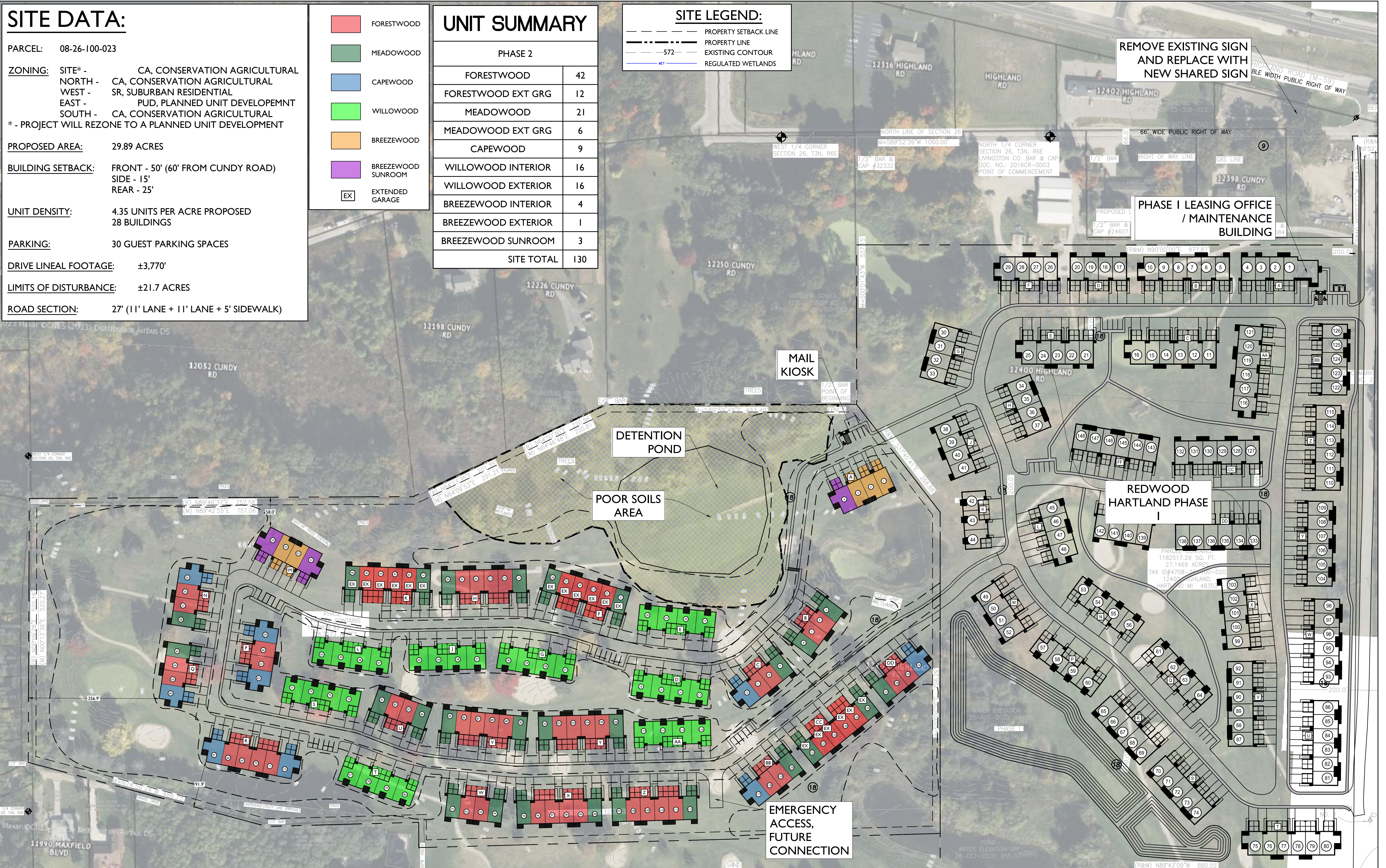
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FORESTWOOD EXT GRG	12
MEADOWOOD	21
MEADOWOOD EXT GRG	6
CAPEWOOD	9
WILLOWOOD INTERIOR	16
WILLOWOOD EXTERIOR	16
BREEZEWOOD INTERIOR	4
BREEZEWOOD EXTERIOR	1
BREEZEWOOD SUNROOM	3
SITE TOTAL	130

- ### SITE LEGEND:
- PROPERTY SETBACK LINE
 - PROPERTY LINE
 - 572- EXISTING CONTOUR
 - REGULATED WETLANDS



DEVELOPMENT PLANS FOR PROPOSED REDWOOD LIVING RESIDENTIAL DEVELOPMENT HARTLAND GLEN LANE HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN (T3N, R6E)

PROJECT CONTACTS

OWNER
 REDWOOD LIVING
 7007 EAST PLEASANT VALLEY ROAD
 INDEPENDENCE, OH 44131
 EMILY ENGELHART
 (216) 401-6885

CIVIL ENGINEER
 COLLIERS ENGINEERING AND DESIGN
 7050 W SAGINAW HWY
 LANSING, MI 48917
 IAN GRAHAM, P.E.
 (517) 272-9835

UTILITY AND JURISDICTIONAL CONTACTS

PLANNING AND ZONING
 HARTLAND TOWNSHIP
 2655 CLARK ROAD
 HARTLAND, MI 48353
 TROY LANGER
 (810) 632-7498

WATER
 HARTLAND TOWNSHIP
 2655 CLARK ROAD
 HARTLAND, MI 48353
 MICHAEL LUCE
 (810) 632-7498

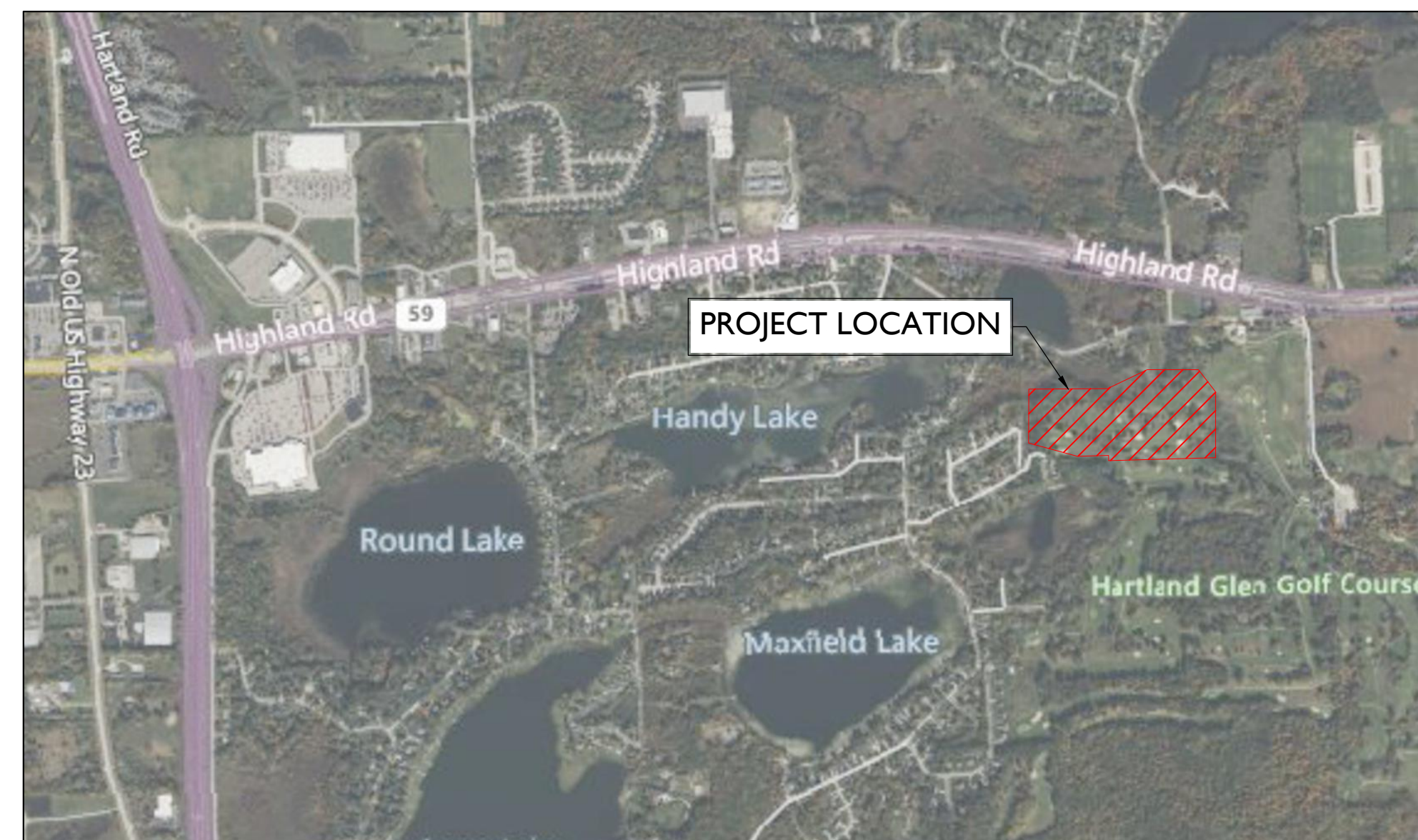
SANITARY SEWER
 LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE
 2300 EAST GRAND RIVER AVE, SUITE 105
 HOWELL, MI 48843
 FRANK ERVIN
 (517) 546-0040

STORM WATER, AND SOIL EROSION AND SEDIMENTATION CONTROL
 LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE
 2300 EAST GRAND RIVER AVE, SUITE 105
 HOWELL, MI 48843
 KEN RECKER
 (517) 546-0040

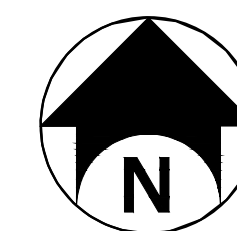
ROADS & ENTRANCE
 LIVINGSTON COUNTY ROAD COMMISSION
 3535 GRAND OAKS DRIVE
 HOWELL, MI 48843
 (517) 546-4250

GAS
 CONSUMERS ENERGY
 1 ENERGY PLAZA
 JACKSON, MI 49201
 (800) 477-5050

ELECTRIC
 DTE
 3751 GREENFIELD ROAD
 MELVINDALE, MI 48122
 SEBASTIAN SARKISSIAN
 (313) 235-4420



SITE LOCATION MAP
 4" = 1 MILE



LIVINGSTON COUNTY
 DRAIN COMMISSIONER
 ACCEPTED FOR PERMITTING AND CONSTRUCTION
 PLANS ACCEPTED FOR CONSTRUCTION BY:

 BRIAN JONCKHEERE, DRAIN COMMISSIONER
 DATE: _____

SHEET INDEX		
INCLUDED	SHEET NUMBER	SHEET TITLE
•	C000	COVER SHEET
•	X100	ALTA-TOPOGRAPHIC SURVEY
•	C200	OVERALL SITE PLAN
•	C201	WEST SITE PLAN
•	C202	EAST SITE PLAN
•	C203	OPEN SPACE PLAN
•	C300	OVERALL GRADING PLAN
•	C400	OVERALL UTILITY PLAN
•	C700	SITE DETAILS
•	C701	HARTLAND TOWNSHIP WATER DETAILS 1 OF 5
•	C702	HARTLAND TOWNSHIP WATER DETAILS 2 OF 5
•	C703	HARTLAND TOWNSHIP WATER DETAILS 3 OF 5
•	C704	HARTLAND TOWNSHIP WATER DETAILS 4 OF 5
•	C705	HARTLAND TOWNSHIP WATER DETAILS 5 OF 5
•	C706	LIVINGSTON CO SANITARY DETAILS 1 OF 2
•	C707	LIVINGSTON CO SANITARY DETAILS 2 OF 2
•	L0.0	LANDSCAPE COVER SHEET
•	L1.0	OVERALL REFERENCE PLAN
•	L1.1	EAST LANDSCAPE PLAN
•	L1.2	WEST LANDSCAPE PLAN
•	L1.3	TYPICAL FOUNDATION PLANTING
•	L2.0	SEED & SOD PLAN
•	SD1.0	SITE DETAILS
•	T1.0	TITLE SHEET - FORESTWOOD MEADOWOOD CAPEWOOD
•	A2.33	OVERALL FLOOR PLAN - CAPEWOOD, FORESTWOOD, MEADOWOOD
•	A4.6	EXTERIOR ELEVATIONS - CAPEWOOD, FORESTWOOD, MEADOWOOD
•	T1.0	TITLE SHEET - BREEZEWOOD, BREEZEWOOD SUNROOM
•	A2.36	OVERALL FLOOR PLAN - BREEZEWOOD, BREEZEWOOD SUNROOM
•	A4.11	EXTERIOR ELEVATIONS - BREEZEWOOD, BREEZEWOOD SUNROOM

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 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
	01/08/24	GRAHAM	PRELIMINARY PLAN REVIEW
	06/07/24	GRAHAM	PRELIMINARY PLAN REVIEW RESUBMITTAL

STATE OF MICHIGAN
 IAN GRAHAM
 ENGINEER
 NO. 68519
 PROFESSIONAL SEAL

Jan Graham

REDWOOD LIVING
 7007 EAST PLEASANT VALLEY ROAD
 INDEPENDENCE, OH 44131

Redwood
 APARTMENT NEIGHBORHOODS

HARTLAND GLEN LANE
 HARTLAND, MI 48353

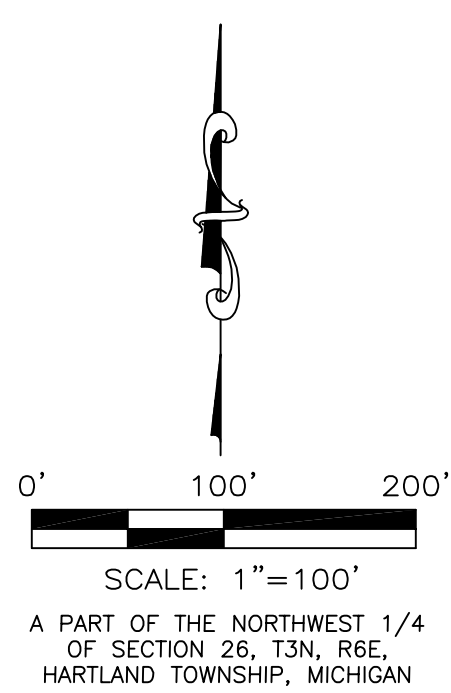
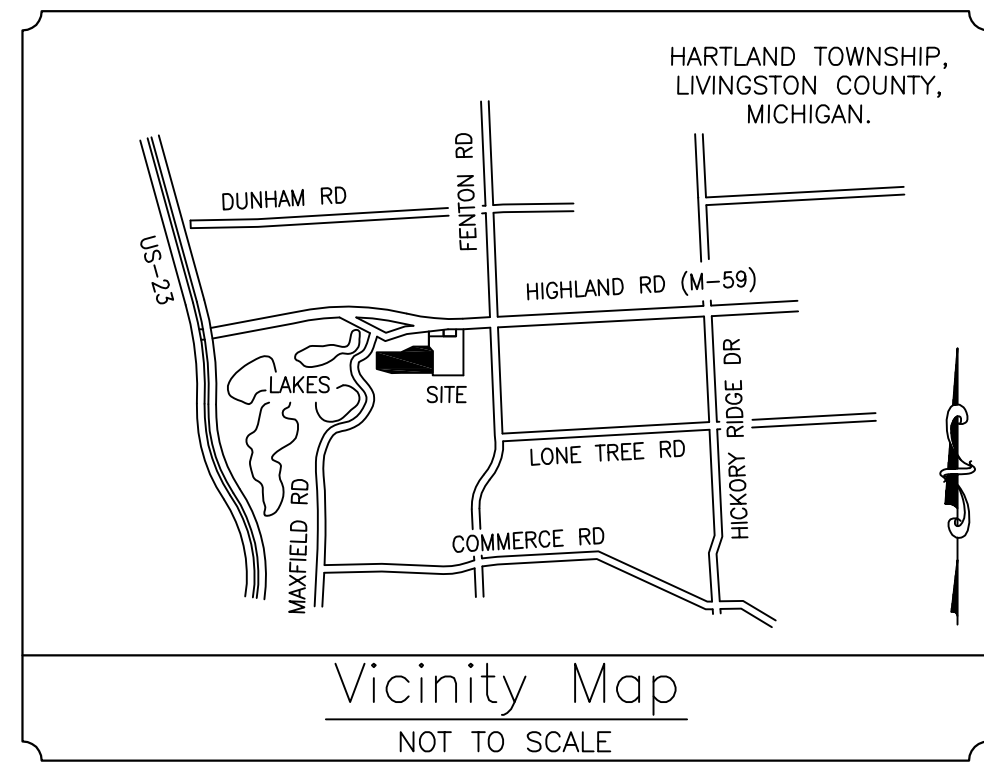
Colliers
 Engineering & Design
 LANSING (BA)
 7050 West Saginaw Hwy, Suite 200
 Lansing, MI 48917
 Phone: 517.272.9835
 COLLIERS ENGINEERING & DESIGN, INC.

SCALE: AS SHOWN DATE: 01/01/24 DRAWN BY: GRAHAM, PE CHECKED BY: GRAHAM, PE
 PROJECT NUMBER: 23008151 DRAWING NAME: C000 COVER SHEET

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C000

01/15/24 10:28 AM I:\DWG\1\CONSTRUCTION\CONSTRUCTION\COVER SHEET\ANG000 COVER SHEET BY: IAN GRAHAM



GENERAL NOTES

- 1) NO EVIDENCE OF EARTH MOVING OR BUILDING CONSTRUCTION/ADDITIONS WERE OBSERVED WHILE CONDUCTING THE FIELD WORK. (ITEM 16, TABLE A).
- 2) NO EVIDENCE OF PROPOSED STREET RIGHT OF WAY LINE CHANGES WERE PROVIDED BY THE CONTROLLING JURISDICTION. (ITEM 17, TABLE A).
- 3) THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. (ITEM 17, TABLE A).
- 4) THIS PARCEL HAS INDIRECT ACCESS TO CUNDY ROAD THROUGH PHASE I OF THE DEVELOPMENT.
- 5) THIS SURVEY MAP CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.
- 6) THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES OF THE PROPERTY AS SHOWN ON THIS SURVEY MAP AND AS DESCRIBED IN THE LEGAL DESCRIPTION PRESENTED IN THE TITLE COMMITMENT.
- 7) THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/-0.1 FOOT.
- 8) THE BOUNDARY LINES OF THE PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAY AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
- 9) EXCEPT AS OTHERWISE NOTED BELOW, IF THE PROPERTY CONSISTS OF TWO OR MORE PARCELS, THERE ARE NO GAPS OR GORES BETWEEN SAID PARCELS.
- 10) M-59 (HIGHLAND ROAD) IS ±1150 FEET NORTHEAST OF THE NORTHEAST CORNER OF SUBJECT PARCEL. (ITEM 14, TABLE A).
- 11) THERE WAS VISIBLE WETLAND FLAGGING ON THIS PARCEL AT THE TIME OF SURVEY. THE OBSERVED FLAGGED WETLAND AREAS ARE SHOWN HEREON (ITEM 18, TABLE A).
- 12) EASEMENTS AND EXCEPTIONS SHOWN WERE PROVIDED BY THE TITLE INSURANCE COMPANY, NO RESEARCH HAS BEEN CONDUCTED BY GEODETIC DESIGNS INC. TO IDENTIFY ANY ADDITIONAL EASEMENTS THAT MAY AFFECT THIS PARCEL.

DESCRIPTION

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:
 Commencing at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records,
 thence S89°52'39"W, 1060.00 feet along the North line of said Section 26,
 thence S00°01'43"W, 527.15 feet to a 1/2" steel bar at the point of beginning of the following described parcel,
 thence S37°45'41"E, 268.88 feet,
 thence S00°00'00"E, 633.59 feet,
 thence S88°26'36"W, 1028.38 feet,
 thence N00°07'24"W, 50.02 feet,
 thence S88°26'36"W, 300.00 feet,
 thence N74°56'24"W, 486.75 feet to a 1/2" steel bar,
 thence N00°13'36"E, 520.27 feet to a 3/4" iron pipe,
 thence N89°42'55"E, 757.06 feet,
 thence N64°09'53"E, 201.21 feet,
 thence N64°46'48"E, 220.81 feet to a 1/2" steel bar,
 thence S89°59'49"E, 493.40 feet to the Point of Beginning.

Easement Parcel
 Together with the rights and easements as created, limited and defined in Pump Station Easement Agreement recorded as Instrument No. 2022R-026580, Livingston County Records.
 The property described and shown hereon is the same property as described in Stewart Title Guaranty Company commitment number 47-23895856-SCM, dated Oct 31, 2023.

NOTES CORRESPONDING TO SCHEDULE B

- ⑧ Terms, conditions and provisions contained in, and easement(s) created by, Drainage Agreement recorded in Liber 1124, Page 572, Livingston County Records, this does not affect this parcel and is not shown hereon.
- ⑨ Temporary Wastewater Treatment System and Access Easement granted to Forestbrook Hills Condominium Association recorded in Liber 2625, Page 242, Livingston County Records, this does not affect this parcel and is not shown hereon.
- ⑩ Permanent Drainage and Access Easement granted to Forestbrook Hills Condominium Association recorded in Liber 2625, Page 245, Livingston County Records, this does not affect this parcel and is not shown hereon.
- ⑪ Terms, conditions and provisions contained in, and easement(s) created by, Redwood Planned Development Agreement recorded as Instrument No. 2022R-026576, Livingston County Records, the easements listed within do not affect this parcel and are not shown hereon.
- ⑫ Terms, conditions and provisions contained in, and easement(s) created by, Easement Agreement recorded as Instrument No. 2022R-026579, Livingston County Records, the easement listed within this document does not affect this parcel and is not shown hereon.
- ⑬ Terms, conditions and provisions contained in, and easement(s) created by, Pump Station Easement Agreement recorded as Instrument No. 2022R-026580, Livingston County Records, the easement listed within this document does not affect this parcel and is not shown hereon.
- ⑭ Terms, conditions and provisions contained in, and easement(s) created by, Easement Agreement recorded as Instrument No. 2023R-008039, Livingston County Records, this does benefit this parcel and is shown hereon.

STATEMENT OF POSSIBLE ENCROACHMENTS

NO VISIBLE ENCROACHMENTS AT THE TIME OF SURVEY

ZONING INFORMATION

According to a zoning letter from Hartland Township, the subject property is zoned Planned Development (PD) and is subject to the following conditions:

- Setbacks:
 Along perimeter and adjacent to a public road: 50 feet
 Along perimeter and not adjacent to a public road: 40 feet
 Maximum Building Height: 35 feet
- Parking Requirements:
 Depends on use, current use is vacant parcel.
- Parking Spaces:
 There are no parking spaces on this parcel.

BENCHMARKS

ELEVATIONS ARE DERIVED FROM GPS OBSERVATIONS REFERENCING GEOID18 TO DETERMINE ELEVATIONS IN THE NAVD88 VERTICAL DATUM.

BENCHMARK NO 2
 "MAG" NAIL IN THE WEST SIDE OF A UTILITY POLE.
 NORTHING: 413547.5
 EASTING: 13300311.4
 ELEVATION: 972.59 (NAVD88 DATUM).

BENCHMARK NO 3
 BENCH TIE IN THE EAST SIDE OF A UTILITY POLE.
 NORTHING: 414090.6
 EASTING: 13300274.2
 ELEVATION: 983.26 (NAVD88 DATUM).

LEGEND

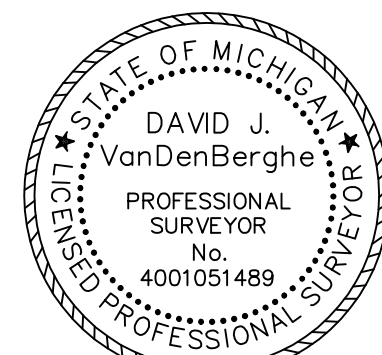
- | | | |
|-----------------------|-------------------------------|-----------------------|
| Power Pole | Flag Pole | Storm Manhole |
| Power Pole w/Light | Sign (As Noted) | Storm Catchbasin |
| Light Pole | Well Head | Deciduous Tree |
| Telephone Pole | Satellite Dish | Coniferous Tree |
| Guy Wire | Tower | Sanitary Manhole |
| Transformer | Water Valve | Sanitary Clean Out |
| Electric Manhole | Fire Hydrant | Gas Valve |
| Telephone Manhole | Water Manhole | Gas Manhole |
| Telephone Pedestal | Water Meter Pit | Gas Meter |
| Electric Meter | Water Meter | Gas Marker |
| Cable Box | Indicates Handicapped Parking | Section Corner |
| Air Conditioner Unit | Parking Count | Set 5/8" Bar & Cap |
| Easement Identifier | | Found Corner Monument |
| Distance not to scale | | Monitoring Well |

ABBREVIATIONS

R = RECORDED T-N = TOWN - NORTH AVE. = AVENUE
 M = MEASURED R-E = RANGE - EAST BLVD. = BOULEVARD
 C = CALCULATED SQ. FT. = SQUARE FEET CT. = COURT
 N = NORTH NE = NORTHEAST RD. = ROAD
 E = EAST SE = SOUTHEAST ST. = STREET
 S = SOUTH SW = SOUTHWEST PID = PARCEL AND
 W = WEST NW = NORTHWEST OWNER IDENTIFICATION

SURVEYOR'S CERTIFICATION

TO: Stewart Title Guaranty Company; and Redwood Hartland Highland Road M1 P1 LLC, an Ohio limited liability company:
 This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6a, 6b, 7a, 7b, 7c, 8, 9, 10, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on August 25, 2023.



David J. VanDenBerghe
 DAVID J. VANDENBERGHE
 PROFESSIONAL SURVEYOR #4001051489

Registration No. 4001051489
 Within the State of Michigan

BEARING BASIS

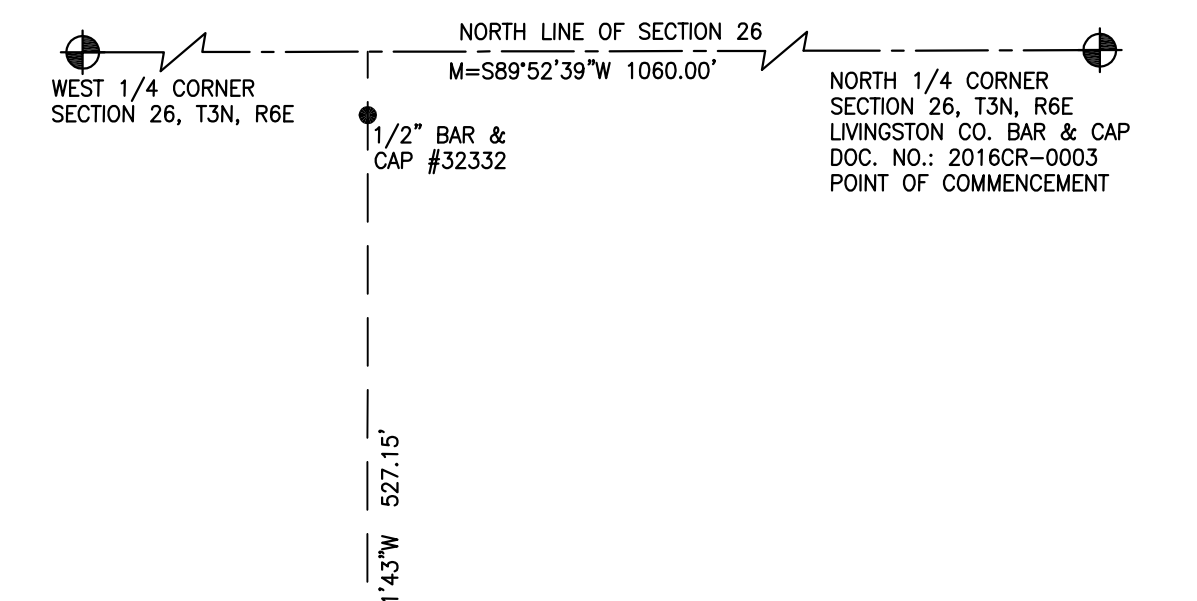
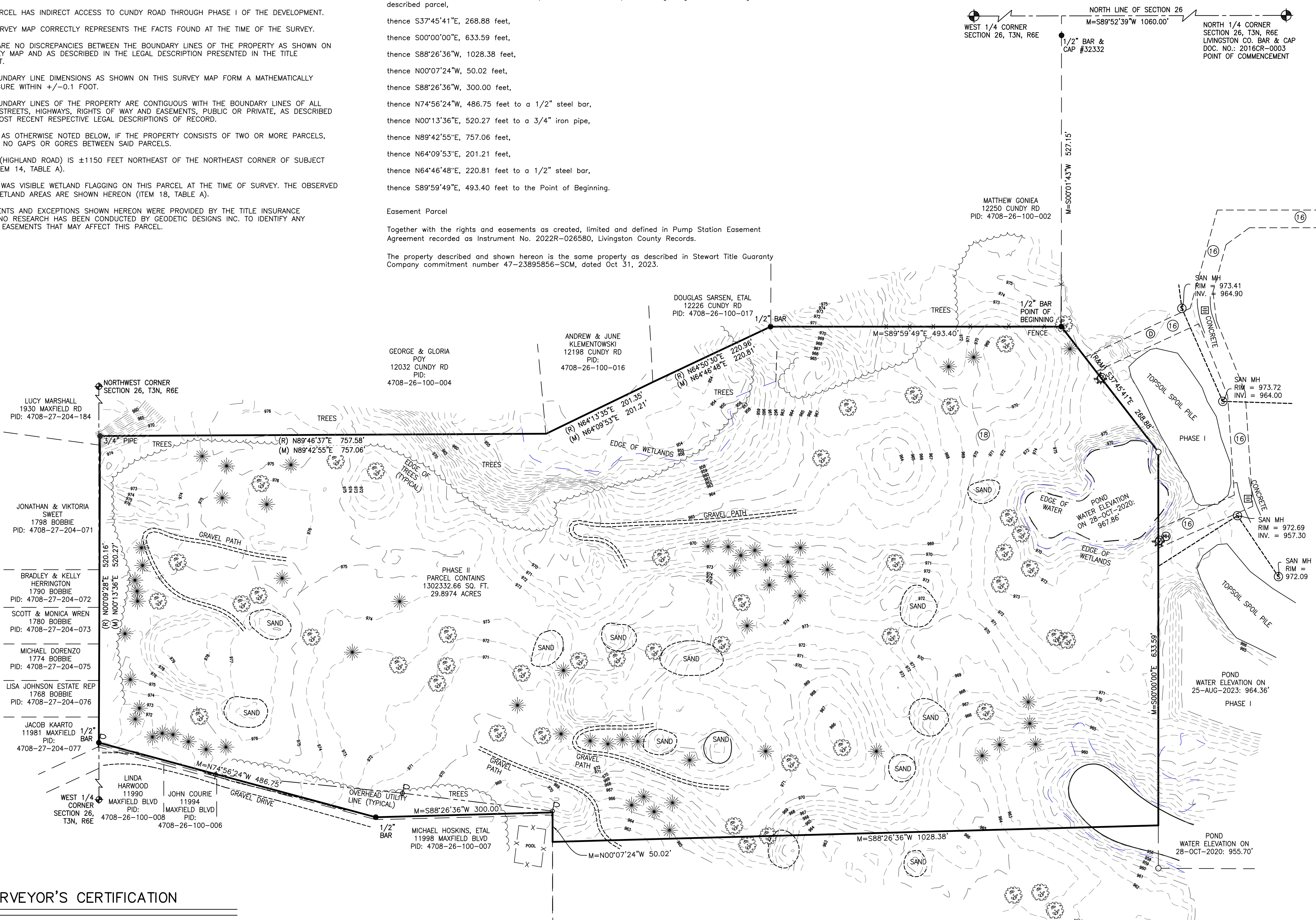
BEARINGS ARE BASED ON THE NORTH & SOUTH 1/4 LINE OF SECTION 26 RECORDED AS BEARING SOUTH 00°35'39" WEST.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PARCEL IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP NUMBER 26093C0239DE WHICH BEARS AN EFFECTIVE DATE OF 09-17-2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
 AN ELEVATION CERTIFICATE MAY BE REQUIRED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

UNDERGROUND UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD OBSERVATIONS AND/OR EXISTING DRAWINGS AS PROVIDED BY THE FACILITY OWNER. THE UNDERGROUND UTILITIES SHOWN MAY NOT COMPRISE ALL SUCH UTILITIES ON OR NEAR THE SURVEYED PARCEL, EITHER IN SERVICE OR ABANDONED. THE LOCATION OF BURIED UTILITIES ARE SHOWN TO INDICATE THAT A UTILITY EXISTS, BUT MAY REQUIRE SUB-SURFACE INVESTIGATION TO DETERMINE THE EXACT LOCATION.



"ALTA / NSPS LAND TITLE SURVEY"

PREPARED BY:

GEODETIC DESIGNS, INC.
 2300 N. GRAND RIVER AVE.
 LANSING, MI 48906
 PHONE: (517) 908-0008
 FAX: (517) 908-0009
 WWW.GEODETICDESIGNS.COM

MARK	DATE	REVISION	BY	REVIEWER

Colliers Engineering & Design

12400 Highland Road
 Hartland Township, MI
 Phase II

SCALE: 1" = 100'	
DATE: August 25, 2023	
DRAWN BY: JJC	SHEET 1 OF 1
CHECKED BY: DJV	JOB NUMBER: S161-2020

UNIT SUMMARY

PHASE 2	
FORESTWOOD	42
FORESTWOOD EXT GRG	12
MEADOWOOD	21
MEADOWOOD EXT GRG	6
CAPEWOOD	9
WILLOWOOD INTERIOR	16
WILLOWOOD EXTERIOR	16
BREEZEWOOD INTERIOR	4
BREEZEWOOD EXTERIOR	1
BREEZEWOOD SUNROOM	3
SITE TOTAL	130

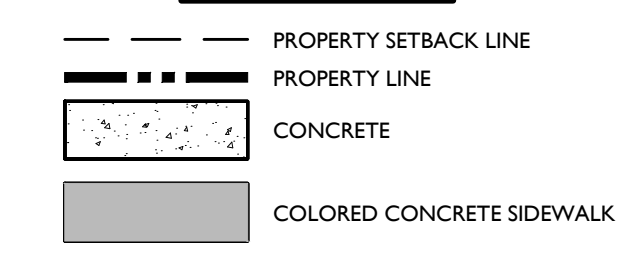
PARKING

REQUIRED PARKING	
TWO(2) SPACES FOR EACH DWELLING UNIT PLUS ONE (1) SPACE FOR EVERY FOUR (4) DWELLING UNITS	
130 UNITS * 2 SPACES =	260 SPACES
130 UNITS / 4 =	33 SPACES
TOTAL REQUIRED =	263 SPACES
PROVIDED PARKING	
TWO (2) SPACES IN EACH GARAGE PLUS TWO (2) SPACES IN EACH DRIVEWAY PER UNIT. FOUR (4) SPACES PROVIDED FOR EACH UNIT	
130 UNITS * 4 SPACES =	520 SPACES
GUEST PARKING SPACES =	31 SPACES
TOTAL PROVIDED SPACES =	551 SPACES
ADDITIONAL PARKING PROVIDED ABOVE TOWNSHIP REQUIREMENT =	288 SPACES

GENERAL NOTES:

1. THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORD MAPS. THEY ARE NOT CERTIFIED TO THE ACCURACY OF THEIR LOCATION AND/OR COMPLETENESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION ACTIVITIES IN THEIR VICINITY.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH TITLE 29 OF FEDERAL REGULATIONS, PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (OSHA).
3. ALL ROADS AND PRIVATE DRIVES SHALL BE KEPT CLEAN OF MUD, DEBRIS ETC. AT ALL TIMES.
4. REFER TO ARCHITECTURAL DRAWINGS FOR PRECISE BUILDING DIMENSIONS.
5. THE CONTRACTOR SHALL CONSULT THE CONSTRUCTION MANAGER BEFORE DEVIATING FROM THESE PLANS.
6. IN ALL TRENCH EXCAVATIONS, CONTRACTOR MUST LAY THE TRENCH SIDE SLOPES BACK TO A SAFE SLOPE. USE A TRENCH SHIELD OR PROVIDE SHEETING AND BRACING.
7. ALL EXISTING SURFACE APPURTENANCES (I.E. WATER VALVES, CATCH BASIN FRAMES AND GRATES, MANHOLE COVERS) WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO FINISHED GRADE.
8. AREAS DISTURBED OR DAMAGED AS PART OF THIS PROJECT'S CONSTRUCTION THAT ARE OUTSIDE OF THE PRIMARY WORK AREA SHALL BE RESTORED, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
9. THE CONTRACTOR SHALL CALL "MISS DIG" AT LEAST 3 WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS) PRIOR TO CONSTRUCTION.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES, DESIGN STANDARDS AND STANDARD SPECIFICATIONS OF THE AGENCIES WHICH HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS INCLUDED IN THESE PLANS.
11. UNLESS SPECIFICALLY STATED, THE CONTRACTOR SHALL APPLY FOR AND OBTAIN ALL NECESSARY PERMITS AS REQUIRED FOR CONSTRUCTION OF THIS PROJECT PRIOR TO THE BEGINNING OF WORK FROM THE PREVIOUSLY MENTIONED AGENCIES.
12. THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
13. WHEN ANY EXISTING UTILITY REQUIRES ADJUSTMENT OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY COMPANY AND COORDINATE THE WORK ACCORDINGLY. THERE SHALL BE NO CLAIM MADE BY THE CONTRACTOR FOR ANY COSTS CAUSED BY DELAYS IN CONSTRUCTION DUE TO THE ADJUSTMENT OR RELOCATION OF UTILITIES.
14. THE CONTRACTOR IS TO VERIFY THAT THE PLANS AND SPECIFICATIONS THAT HE/SHE IS BUILDING FROM ARE THE VERY LATEST PLANS AND SPECIFICATIONS THAT HAVE BEEN APPROVED BY ALL APPLICABLE PERMIT-ISSUING AGENCIES AND THE OWNER. ALL ITEMS CONSTRUCTED BY THE CONTRACTOR PRIOR TO RECEIVING THE FINAL APPROVAL AND PERMITS HAVING TO BE ADJUSTED OR RE-DONE, SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
15. SHOULD THE CONTRACTOR ENCOUNTER CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, EITHER AMONG THEMSELVES OR WITH THE REQUIREMENTS OF ANY AND ALL REVIEWING AND PERMIT-ISSUING AGENCIES, HE/SHE SHALL SEEK CLARIFICATION IN WRITING FROM THE CONSTRUCTION MANAGER BEFORE COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT THE SOLE EXPENSE TO THE CONTRACTOR.
16. THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS FROM APPROVED DRAWINGS.
17. ALL SIGNS AND TRAFFIC CONTROL MEASURES DURING CONSTRUCTION AND MAINTENANCE ACTIVITIES SHALL BE CONSTRUCTED AND INSTALLED PER THE LATEST EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.M.U.T.C.D.).
18. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE STANDARDS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

SITE LEGEND:



SITE DATA:

ZONING: SITE - CA, CONSERVATION AGRICULTURAL*
 NORTH - CA, CONSERVATION AGRICULTURAL
 EAST - PD, PLANNED DEVELOPMENT (REDWOOD PH 1)
 WEST - SR, SUBURBAN RESIDENTIAL
 SOUTH - CA, CONSERVATION AGRICULTURAL (GOLF COURSE)
 * - SITE IS PROPOSED TO REZONE FROM CA TO PD. ALL SCHEDULE OF REGULATIONS BELOW ARE BASED ON THE PROPOSED PD DEVELOPMENT.

LAND USE: SITE - GOLF COURSE (EXISTING)
 MULTIPLE-FAMILY RESIDENTIAL (PROPOSED)

LOT AREA: 29.89 ACRES

OPEN SPACE: 25% * 29.89 AC = 7.47 ACRES REQUIRED
 15.7 ACRES PROVIDED (52.6%)

USABLE OPEN SPACE: 10% * 29.89 AC = 2.99 ACRES REQUIRED
 SIDEWALK AREA = 0.45 AC
 COMMON SPACE = 7.71 AC
 8.16 ACRES PROVIDED

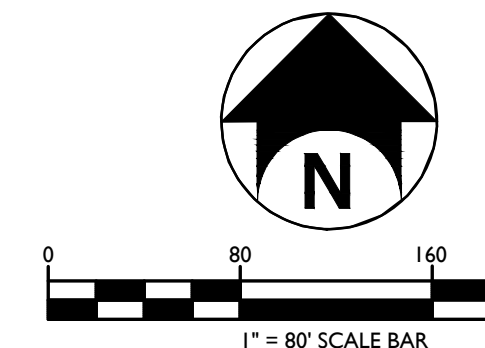
BUILDING COVERAGE: 30% ALLOWED
 15.3% PROPOSED

DENSITY: 130 UNITS PROPOSED
 4.35 UNITS PER ACRE PROPOSED

BUILDING SEPARATION: SIDE TO SIDE: 20'
 REAR TO SIDE: 20'
 REAR TO REAR: 20'

SETBACKS: FRONT: 15' BUILDING
 REAR: 15' BUILDING
 SIDE: 15' BUILDING

BUILDING HEIGHT: 1 STORY PROPOSED



Colliers
 Engineering & Design
 www.colliersengineering.com
 Formerly known as BERGMANN

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 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV.	DATE	DRAWN BY	DESCRIPTION
01/07/24	06/07/24	GRAHAM	PRELIMINARY PLAN REVIEW
01/07/24	06/07/24	GRAHAM	PRELIMINARY PLAN REVIEW RESUBMITTAL

Redwood
 APARTMENT NEIGHBORHOODS

REDWOOD LIVING
 7007 EAST PLEASANT VALLEY ROAD
 INDEPENDENCE, OH 44131

HARTLAND GLEN LANE
 HARTLAND, MI 48353

Colliers
 Engineering & Design
 LANSING (BA)
 7050 West Saginaw Hwy., Suite 200
 Lansing, MI 48917
 Phone: 517.272.9835
 COLLIERS ENGINEERING & DESIGN, INC.

SCALE: AS SHOWN	DATE: 01/01/24	DRAWN BY: GRAHAM, PE	CHECKED BY: GRAHAM, PE
PROJECT NUMBER: 23008151	DRAWING NAME: C200 OVERALL SITE PLAN		

OVERALL SITE PLAN
 SHEET NUMBER: C200



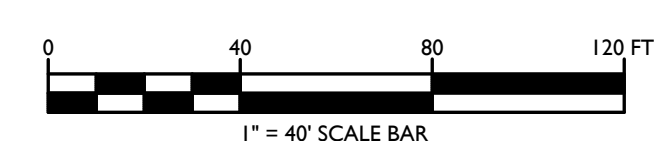
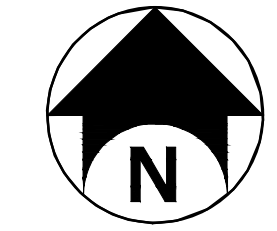
P11

KEY NOTES:

- A. STANDARD CONCRETE PAVEMENT SECTION
- B. STANDARD CONCRETE DRIVEWAY, 18' X 25' UNLESS OTHERWISE NOTED
- C. ADA STRIPING AND SIGNAGE (TYP.)
- D. AT GRADE, NON STRUCTURAL PATIO/PORCH (TYP.) REFER TO ARCH. PLANS
- E. STANDARD PARKING SPACES (10' X 20')
- F. MAIL KIOSK
- G. THICKENED EDGE WALK
- H. 3 FOOT TALL MAX BERM
- I. STORMWATER MANAGEMENT AREA
- J. EXTENDED GARAGE UNIT. REFER TO ARCH PLANS
- K. COMMON OPEN SPACE AREA

SITE LEGEND:

- PROPERTY SETBACK LINE
- PROPERTY LINE
- CONCRETE
- COLORED CONCRETE SIDEWALK
- KEY NOTE
- UNIT NUMBER
- BUILDING IDENTIFICATION



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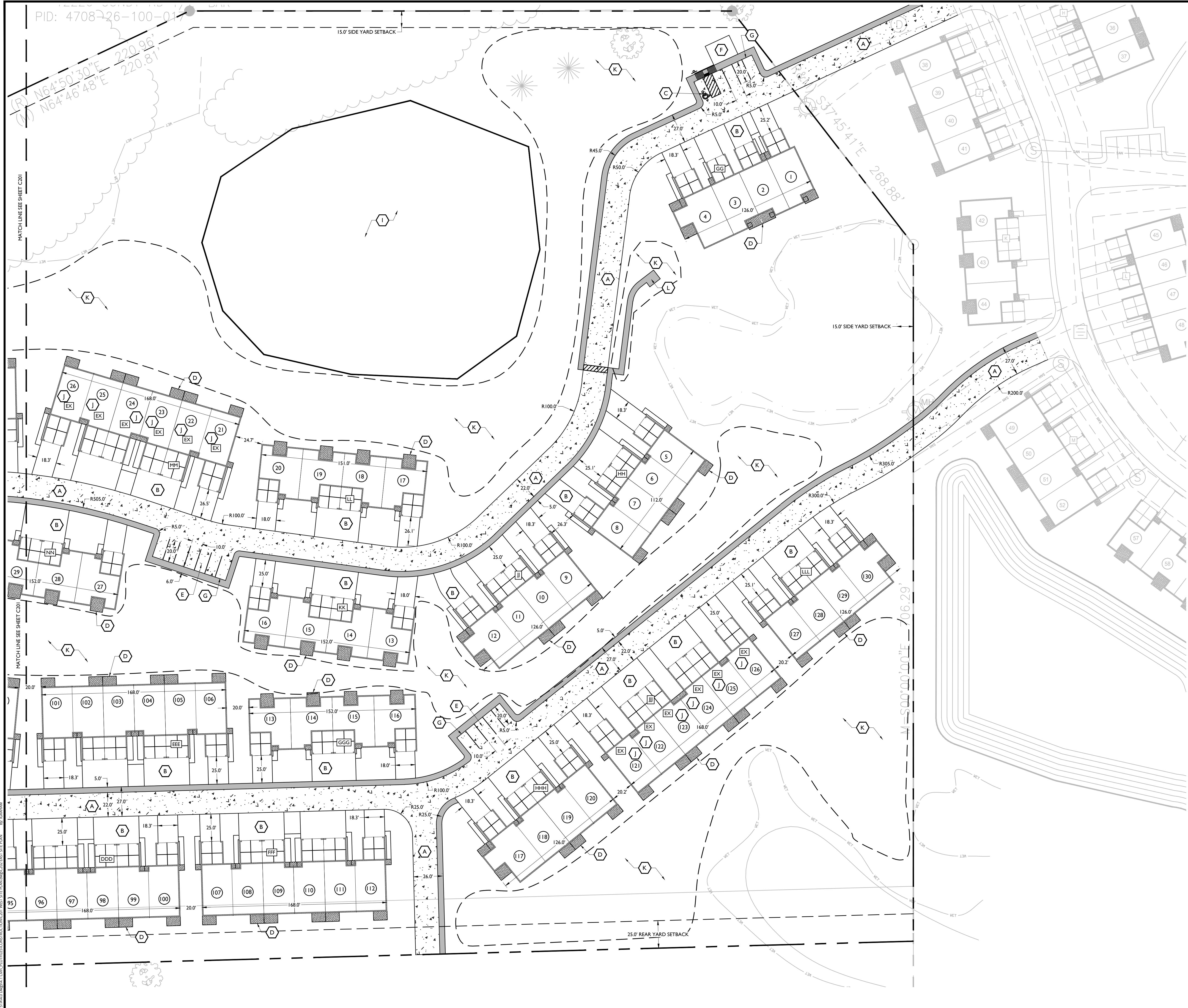
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AS SHOWN: 01/01/24
PROJECT NUMBER: 23008151
DRAWING NAME: C201 WEST SITE PLAN

SHEET TITLE:
WEST SITE PLAN

SHEET NUMBER:
C201

PID: 4708-26-100-01

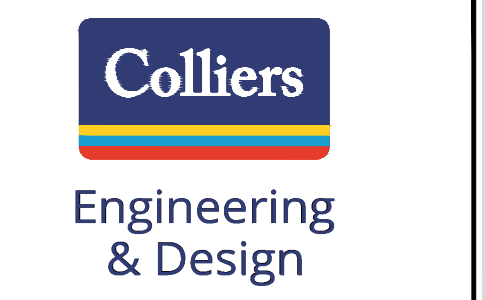


KEY NOTES:

- A. STANDARD CONCRETE PAVEMENT SECTION
- B. STANDARD CONCRETE DRIVEWAY, 18' X 25' UNLESS OTHERWISE NOTED
- C. ADA STRIPING AND SIGNAGE (TYP.)
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- H. 3 FOOT TALL MAX BERM
- I. STORMWATER MANAGEMENT AREA
- J. EXTENDED GARAGE UNIT. REFER TO ARCH PLANS
- K. COMMON OPEN SPACE
- L. BENCH AND LITTLE FREE LIBRARY. SEE SHEET L.I. FOR DETAILS.

SITE LEGEND:

- PROPERTY SETBACK LINE
- PROPERTY LINE
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- COLORED CONCRETE SIDEWALK
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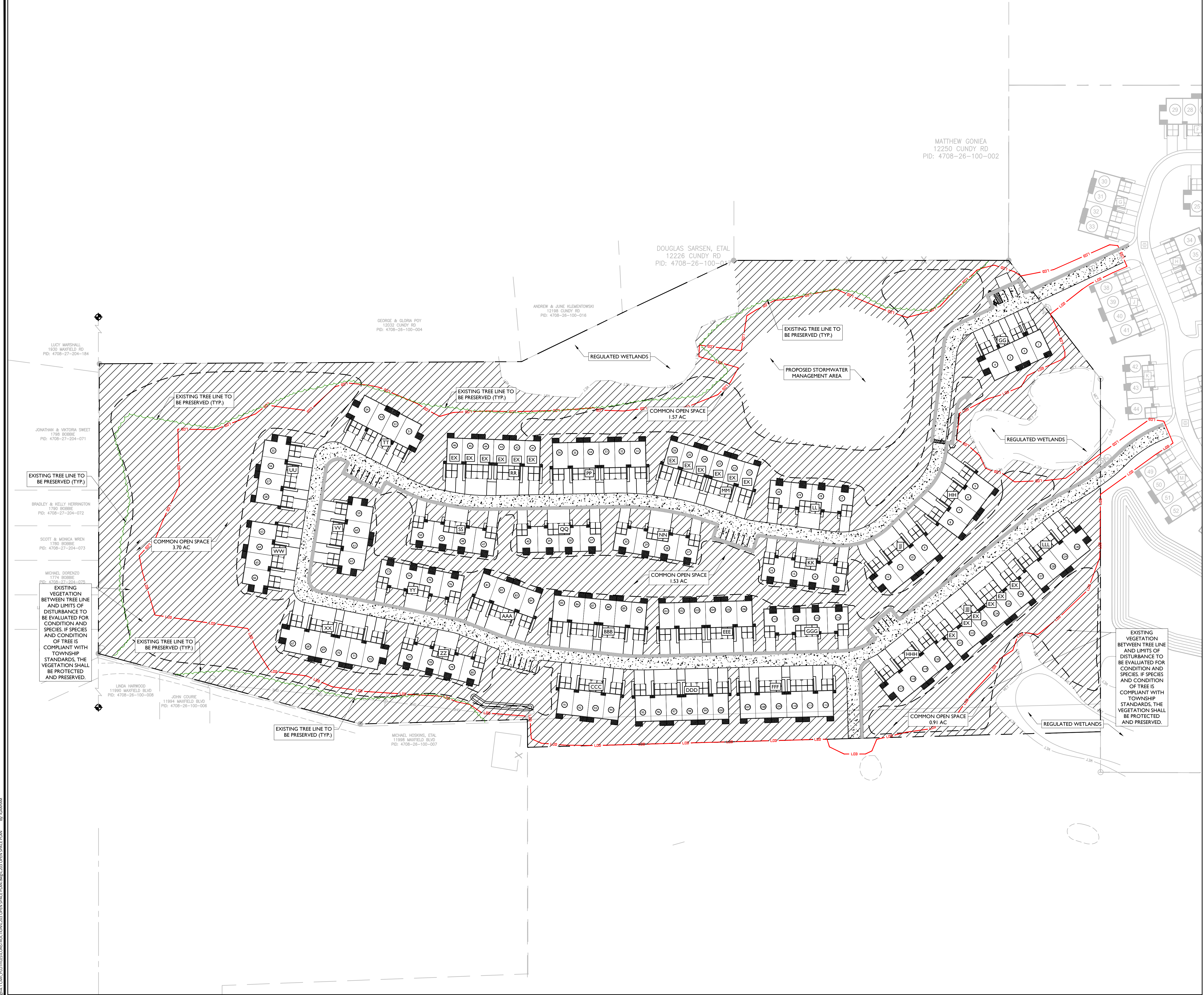
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PROJECT NUMBER: 23008151	DRAWING NAME: C201 WEST SITE PLAN		

SHEET TITLE: **EAST SITE PLAN**

SHEET NUMBER: **C202**



LAND USE TABLE		
LAND USE	ACRES	PERCENTAGE
BUILDING AREA	4.57	15%
CONCRETE DRIVES	3.44	12%
CONCRETE SIDEWALK	0.45	2%
STORMWATER MGMT	1.40	5%
PARKING	0.14	<1%
WETLANDS	4.15	14%
OPEN SPACE	15.74	52%
TOTAL SITE AREA	29.89	100%

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SITE LEGEND:

- PROPERTY LINE
- PRIVATE CONCRETE DRIVE
- COLORLED CONCRETE SIDEWALK
- OPEN SPACE
- LIMITS OF DISTURBANCE
- EXISTING TREE PRESERVATION LIMITS

EXISTING VEGETATION BETWEEN TREE LINE AND LIMITS OF DISTURBANCE TO BE EVALUATED FOR CONDITION AND SPECIES. IF SPECIES AND CONDITION OF TREE IS COMPLIANT WITH TOWNSHIP STANDARDS, THE VEGETATION SHALL BE PROTECTED AND PRESERVED.

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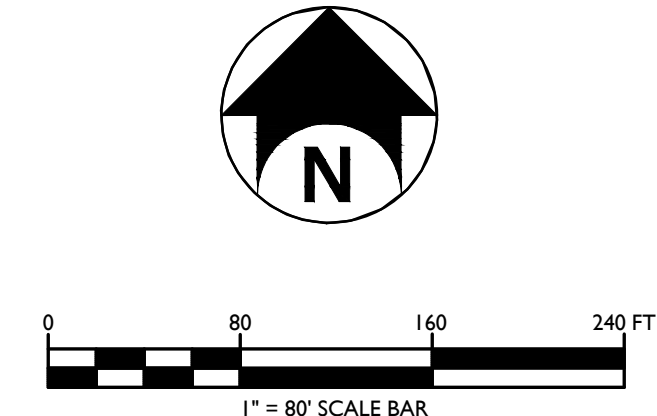
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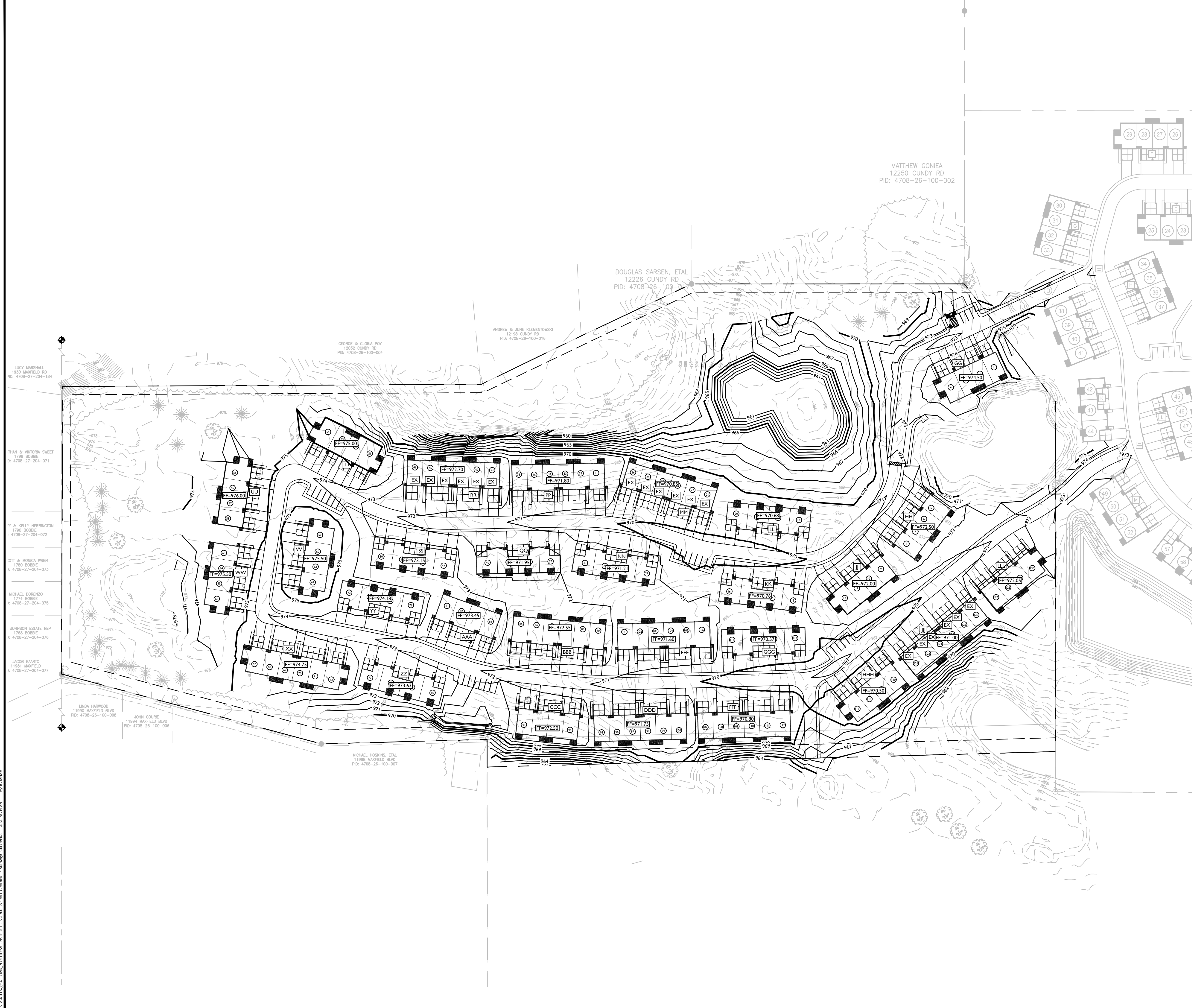
SCALE: AS SHOWN	DATE: 01/01/24	DRAWN BY: GRAHAM, PE	CHECKED BY: P.FURTAW
PROJECT NUMBER: 23008151	DRAWING NAME: C203 OPEN SPACE PLAN		

SHEET TITLE: **OPEN SPACE PLAN**

SHEET NUMBER: **C203**



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GRADING NOTES

- REFER TO EROSION AND SEDIMENT CONTROL PLAN FOR REQUIRED EROSION AND SEDIMENT CONTROL MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE VEGETATION HAS OCCURRED COMPLETELY.
- ALL SILT FENCE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED AT A MINIMUM OF EVERY 3 MONTHS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
- SILT FENCE, JUTE MESH, AND/OR EROSION CONTROL BLANKETS WILL BE USED ON STEEP SLOPES AND WHERE NECESSARY TO CONTROL EROSION AND SILTATION OF EXISTING DRAINAGE SYSTEMS AS ORDERED BY THE ENGINEER OR SPECIFIED ON PLANS.
- THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/FIR FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL, EROSION CONTROL STRUCTURES, TREE PROTECTION AND PRESERVATION THROUGHOUT CONSTRUCTION.
- ALL DISTURBED AREAS SHALL BE PROTECTED FROM EROSION EITHER BY MULCH OR TEMPORARY SEEDING WITHIN 2 WEEKS OF DISTURBANCE.
- ALL SITE GRADING MUST BE PERFORMED TO INSURE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE, THROUGHOUT THE PERIOD OF CONSTRUCTION AND AFTER PROJECT COMPLETION.
- ALL SEDIMENTATION AND SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF SITE GRADING AND MUST CONFORM TO PART 91 OF ACT 451 OF THE PUBLIC ACTS OF 1994 AS AMENDED. ALL APPLICABLE PERMITS SHALL BE OBTAINED BEFORE IMPLEMENTING THESE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION AND SOIL EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
- IN GENERAL, EARTHWORK AND PAVEMENT CONSTRUCTION SHOULD BE PERFORMED IN ACCORDANCE WITH THE LATEST MDT STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.
- REMOVE ANY EXISTING TOPSOIL, ORGANIC SOILS, UNSUITABLE FILL, VEGETATION, TREES AND OTHER DELETERIOUS MATERIALS TO EXPOSE THE SUBGRADE SOIL. TREE ROOTS SHOULD BE COMPLETELY REMOVED.
- EXCAVATE TO THE DEPTH OF THE FINAL SUBGRADE ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED PAVEMENT SYSTEM.
- ON SITE FILL MATERIAL CAN BE USED IF THE SPECIFIED COMPACTION REQUIREMENTS CAN BE ACHIEVED. IF ON SITE MATERIAL IS USED, IT SHOULD BE CLEAN AND FREE OF FROZEN SOIL, ORGANICS, OR OTHER DELETERIOUS MATERIALS.
- THE FINAL SUBGRADE SHOULD BE THOROUGHLY PROOFROLLED USING A LOADED TANDEN AXLE TRUCK UNDER THE OBSERVATION OF GEOTECHNICAL/PAVEMENT ENGINEER. LOOSE OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED SHOULD BE REMOVED AND REPLACED WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS.
- THE AGGREGATE BASE SHOULD BE COMPACTED TO ACHIEVE A MINIMUM OF 95 PERCENT OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY. THE BASE AND SUBGRADE COMPACTION SHOULD EXTEND A MINIMUM OF 12 INCHES BEYOND THE PAVED EDGE OR BACK OF CURB.

GRADING LEGEND:

- 75— PROPOSED MAJOR CONTOUR
- 76— PROPOSED MINOR CONTOUR
- x TC=78.01 PROPOSED TOP OF CURB / BOTTOM OF CURB ELEVATION
- BC=77.51
- x TW/BW=152.50 PROPOSED TOP OF WALL / BOTTOM OF WALL
- x 77.73 PROPOSED SPOT ELEVATION
- x EG=77.73 EXISTING ELEVATION
- x HP=77.73 PROPOSED HIGH POINT ELEVATION
- x TG=77.73 PROPOSED TOP OF GRATE ELEVATION
- x FF=77.73 FINISHED FLOOR ELEVATION
- 2.5% PROPOSED SLOPE
- 72- EXISTING CONTOUR
- - - RIDGE LINE

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 PID: 4708-27-204-184

 SHAN & VIKTORIA SHEET
 1700 BOBBIE
 PID: 4708-27-204-071

 JIM & KELLY HERRINGTON
 1700 BOBBIE
 PID: 4708-27-204-072

 JIM & MONICA WREN
 1700 BOBBIE
 PID: 4708-27-204-073

 MICHAEL DORENZO
 1774 BOBBIE
 PID: 4708-27-204-075

 JOHNSON ESTATE REP
 1700 BOBBIE
 PID: 4708-27-204-076

 JACOB HARTO
 1191 MANFIELD
 PID: 4708-27-204-077

 LINDA HAWKWOOD
 1190 MANFIELD BLVD
 PID: 4708-26-100-008

 JOHN COURSE
 1194 MANFIELD BLVD
 PID: 4708-26-100-006

 MICHAEL HOSKINS, ETAL
 1198 MANFIELD BLVD
 PID: 4708-26-100-007

DOUGLAS SARSEN, ETAL
 12226 CUNDY RD
 PID: 4708-26-100-001

MATTHEW GONIA
 12250 CUNDY RD
 PID: 4708-26-100-002

ANDREW & JUNE KLEMENTOWSKI
 12168 CUNDY RD
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GEORGE & GLORIA POY
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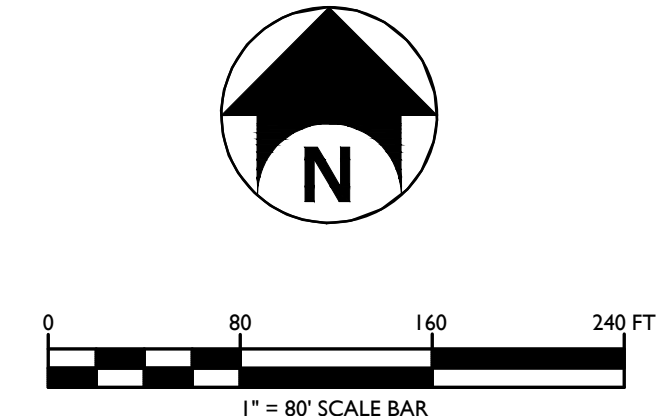
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PROJECT NUMBER: 23008151	DRAWING NAME: C300 OVERALL GRADING PLAN		

SHEET TITLE: **OVERALL GRADING PLAN**
 SHEET NUMBER: **C300**



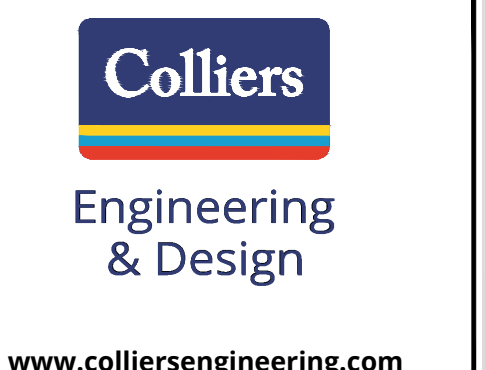
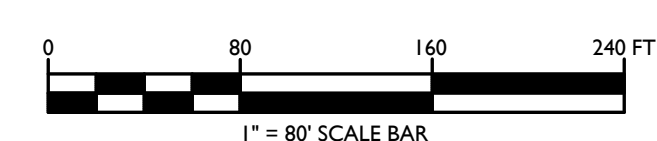
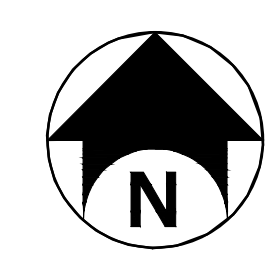
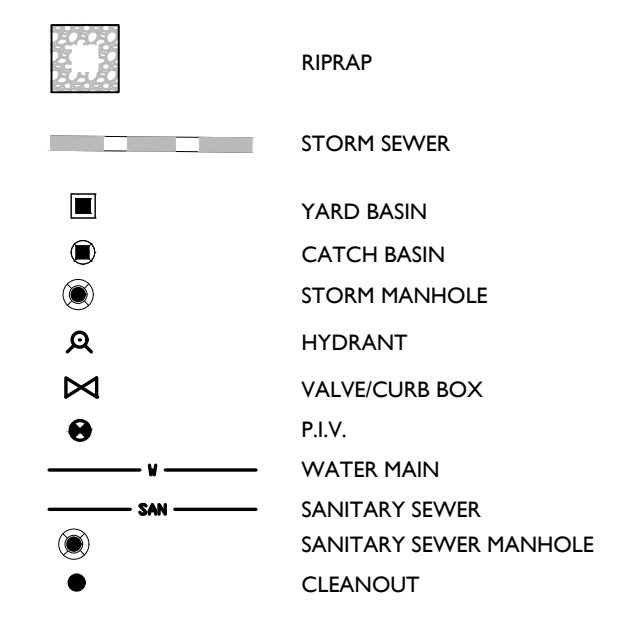
811 AND DRAINAGE CALLS FOR UTILITIES CONSTRUCTION. OVERALL GRADING PLAN. C300 OVERALL GRADING PLAN. BY: UPRAHAM



UTILITY NOTES:

1. ALL WORKMANSHIP, MATERIALS, AND CONSTRUCTION PRACTICES SHALL CONFORM TO THE REQUIREMENTS OF HARTLAND TOWNSHIP, LIVINGSTON COUNTY DRAIN COMMISSIONER'S OFFICE OR THE AGENCY HAVING JURISDICTION OVER THE APPLICABLE UTILITY.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITY DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
4. CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
5. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATERLINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SOON AS THE CONFLICT IS DISCOVERED.
6. TOPS OF EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINISHED GRADE.
7. EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
8. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE CONSTRUCTION REQUIREMENTS OF THE UTILITY OWNERS.
9. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
10. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
11. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION AND ELEVATIONS OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER, LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE, AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES, IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH UTILITY REQUIREMENTS AS TO LOCATION AND SCHEDULING FOR THE INSTALLATION PRIOR TO CONNECTING TO EXISTING UTILITIES.
12. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANIES AND THE OWNER'S INSPECTING AUTHORITIES.
13. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED TO ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
14. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PIPE SIZES AND INVERTS ELEVATIONS BEFORE ORDERING MANHOLE AND CATCH BASIN STRUCTURES.
15. ALL UTILITIES BELOW PAVED AREAS SHALL BE BACKFILLED WITH 100% GRANULAR MATERIAL (OR APPROVED OTHER) AND COMPACTED TO 95% OF ITS MAXIMUM UNIT WEIGHT.
16. ALL RIM ELEVATIONS IN OUTLAWN AREAS ARE APPROXIMATE ONLY AND SHALL BE ADJUSTED BY THE CONTRACTOR AFTER FINAL GRADES ARE ESTABLISHED.

UTILITY LEGEND:



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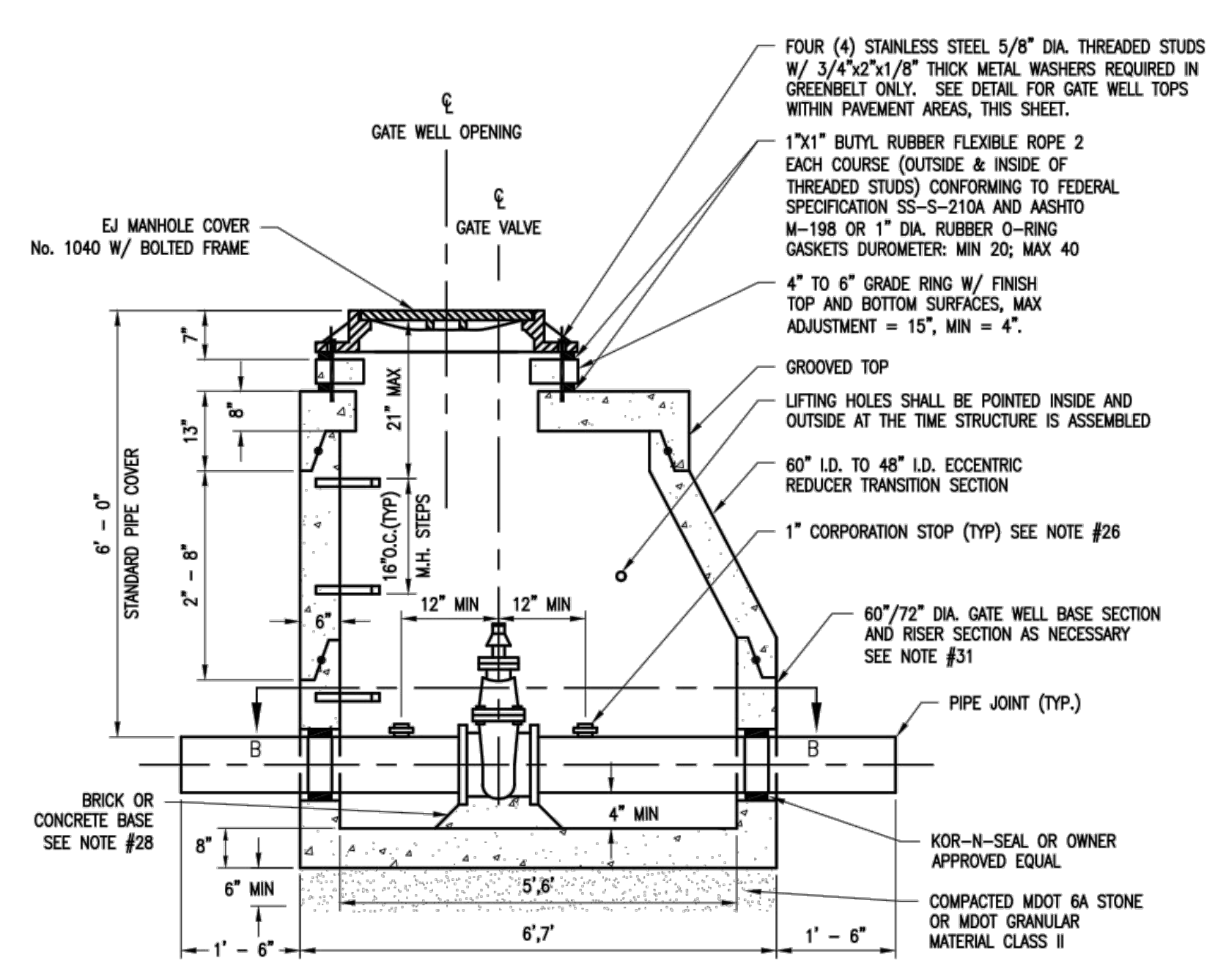
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PROJECT NUMBER: 23008151	DRAWING NAME: C400 OVERALL UTILITY PLAN		

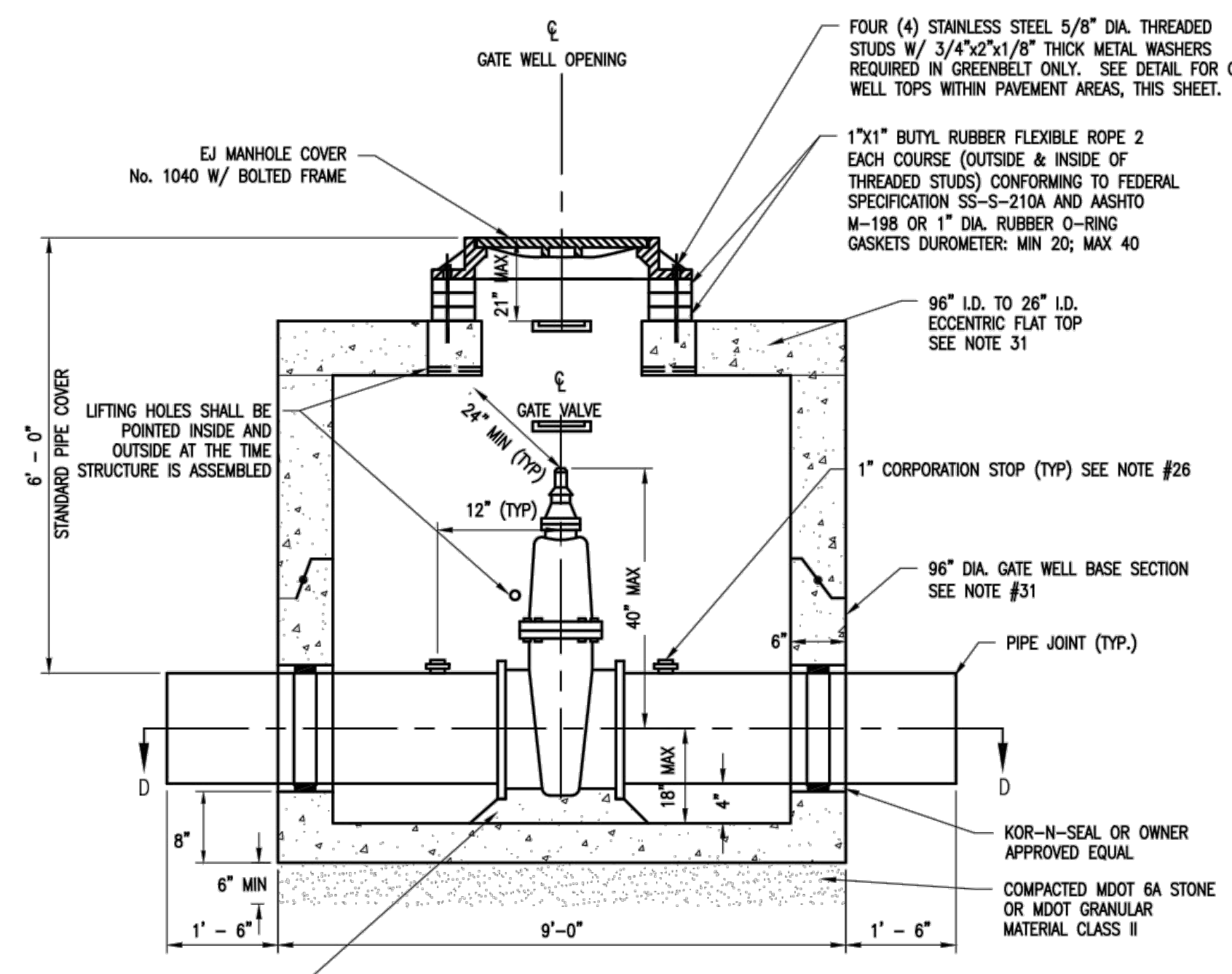
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SHEET NUMBER: **C400**

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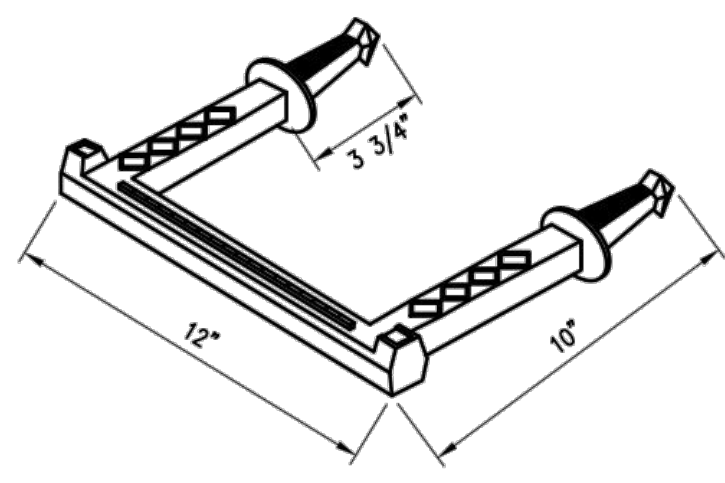
5' AND 6' GATE WELLS

(A-A)
(SEE NOTE #29)

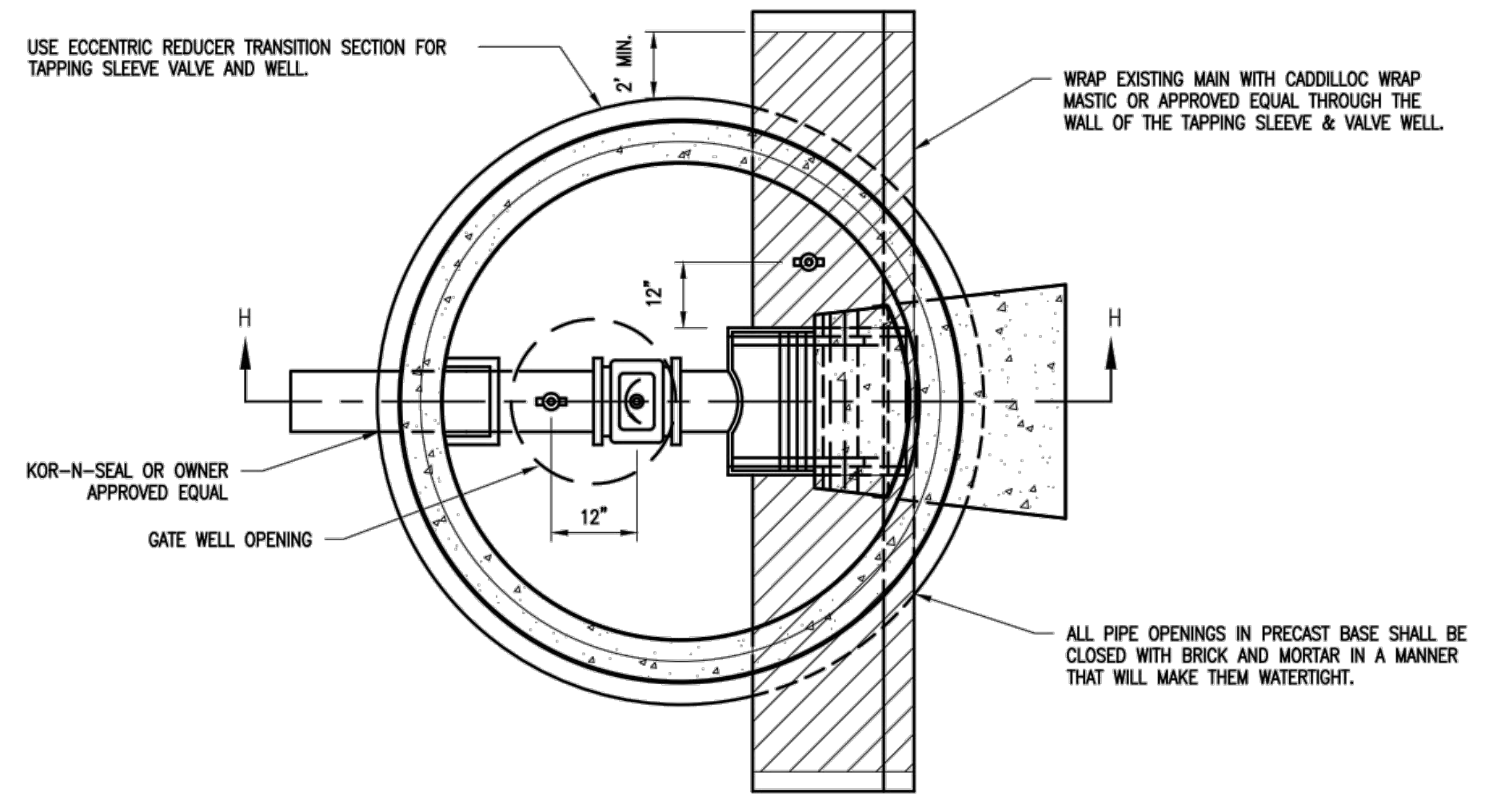


8' TYPICAL GATE WELL

(C-C)

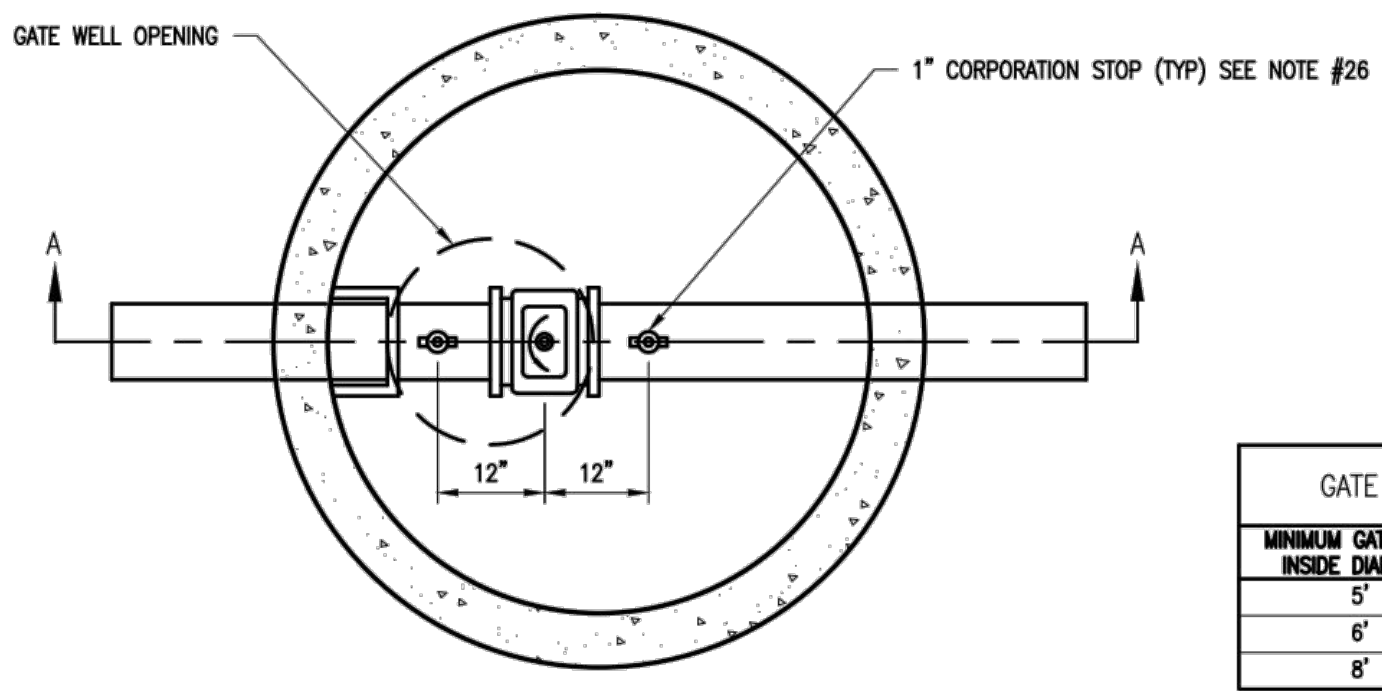


MANHOLE STEP



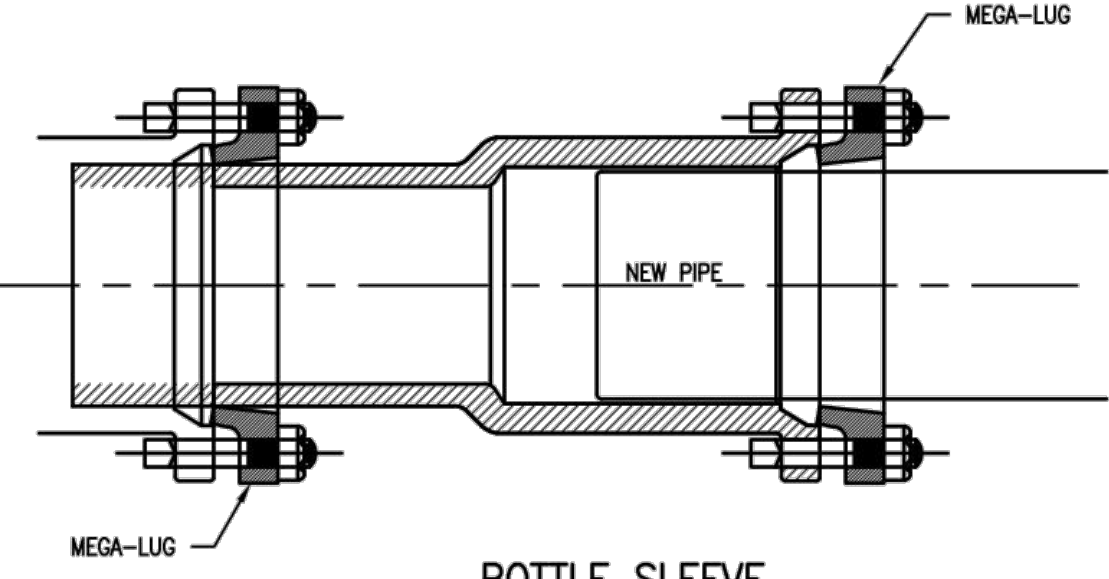
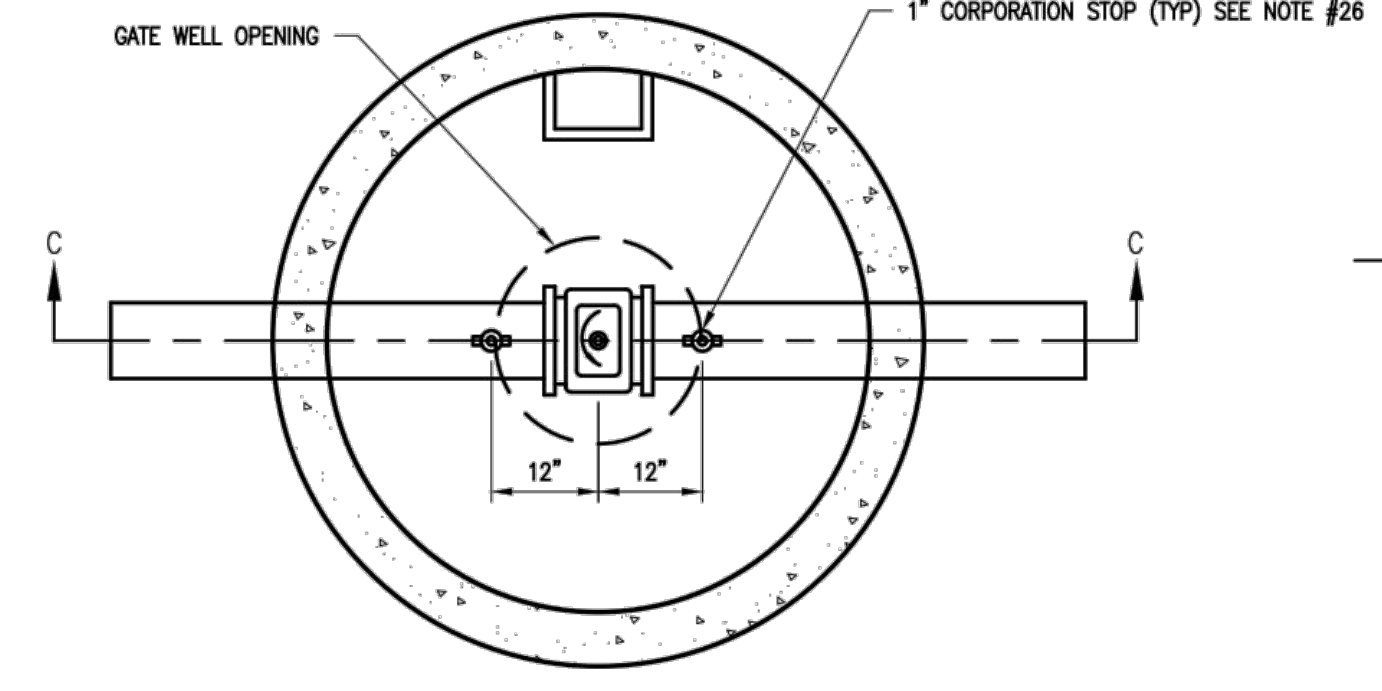
TAPPING SLEEVE VALVE & WELL TYPICAL

(PLAN VIEW, I-I)
(SEE NOTE #33)

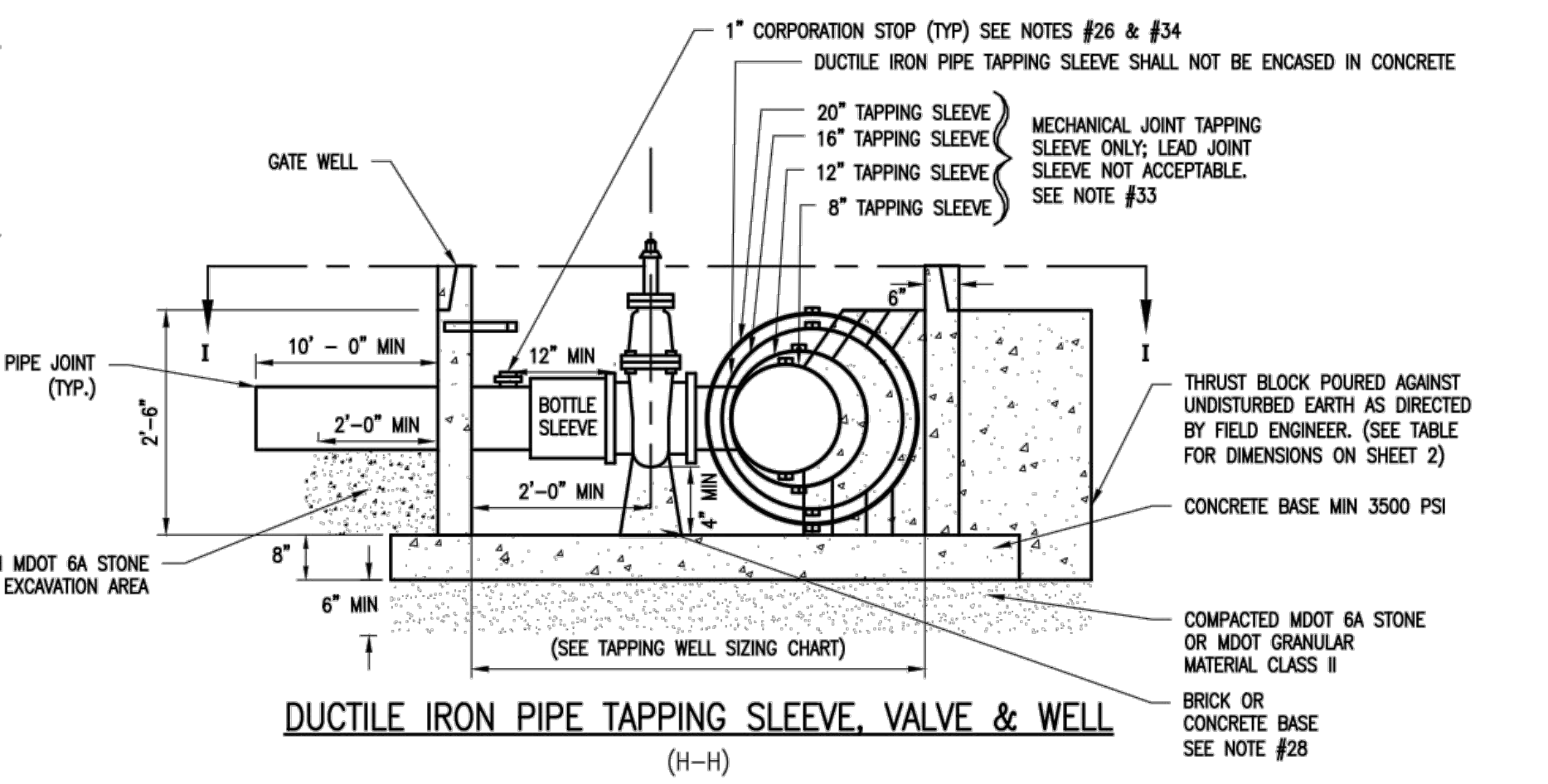


GATE WELL SIZING CHART

MINIMUM GATE WELL INSIDE DIAMETER	WATER MAIN DIAMETER
5'	6" - 8"
6'	12" - 16"
8'	> 16"

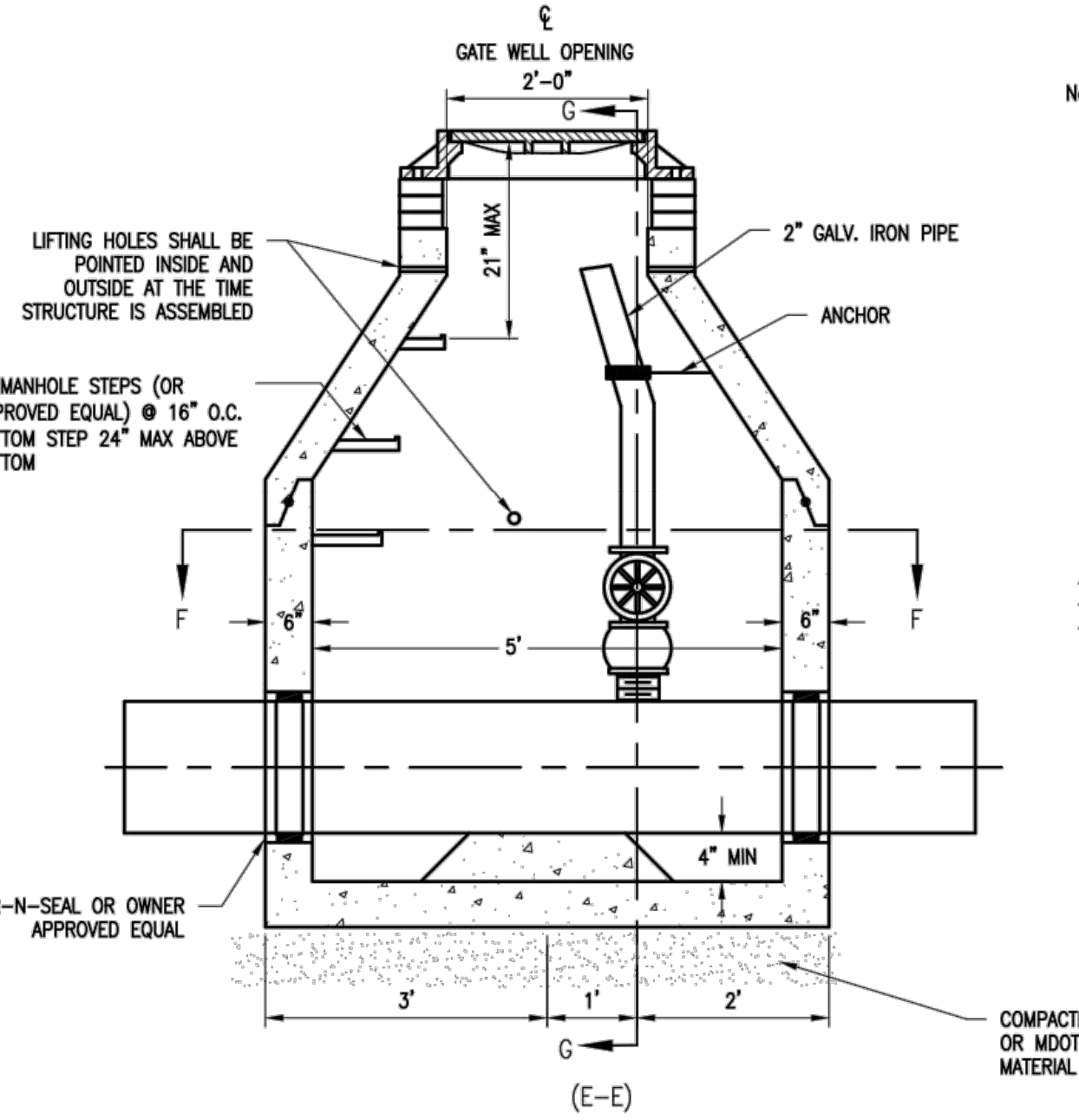


BOTTLE SLEEVE



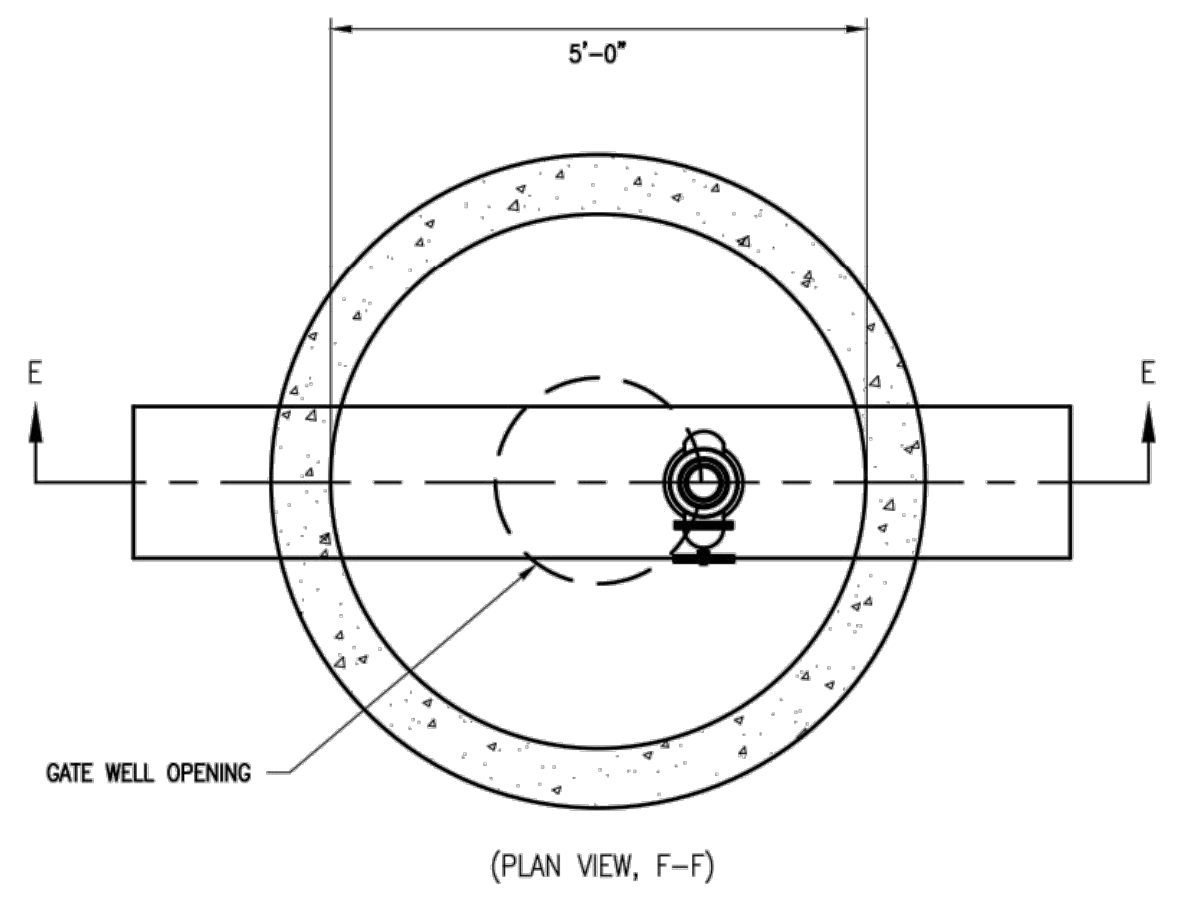
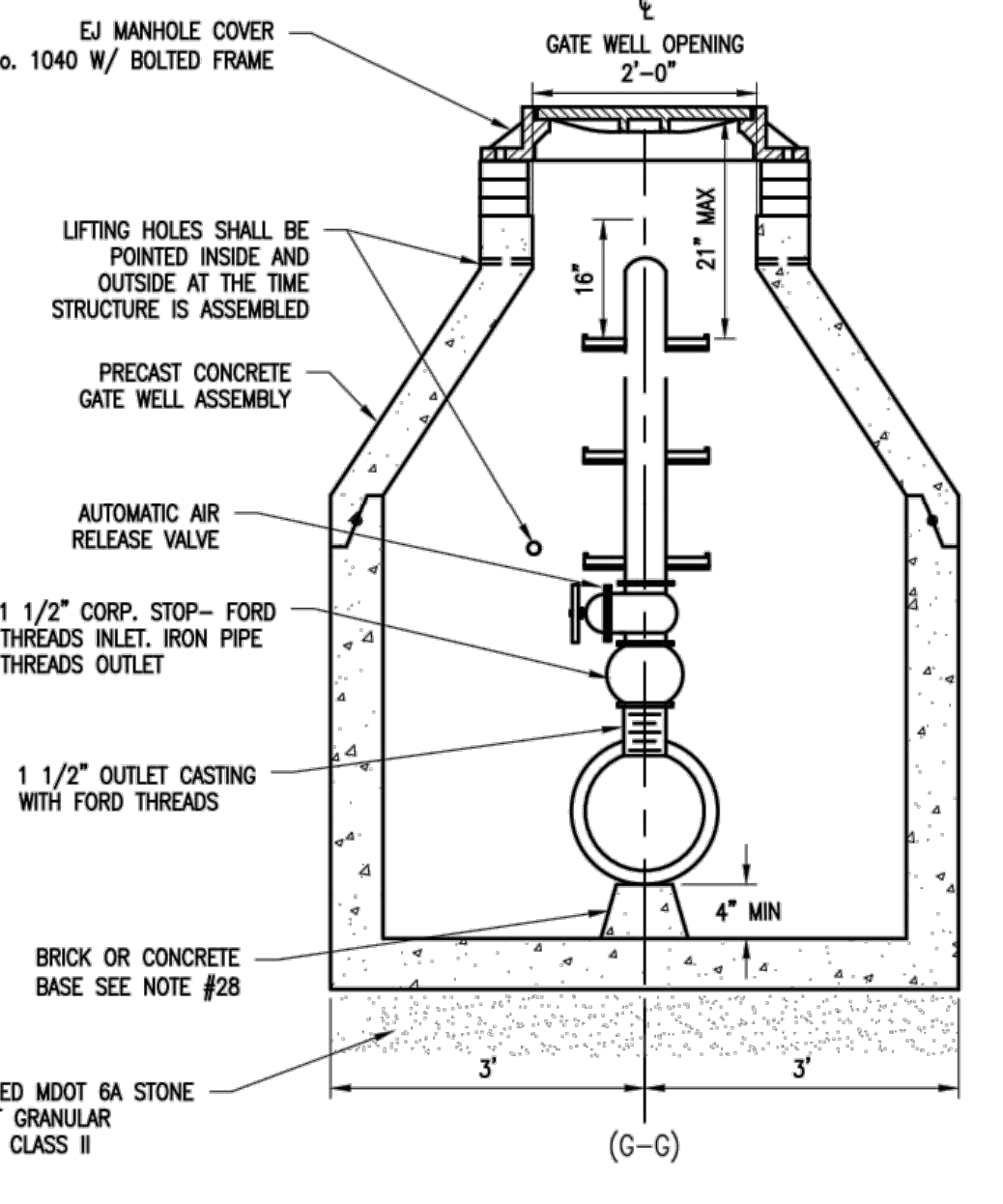
DUCTILE IRON PIPE TAPPING SLEEVE, VALVE & WELL

(H-H)

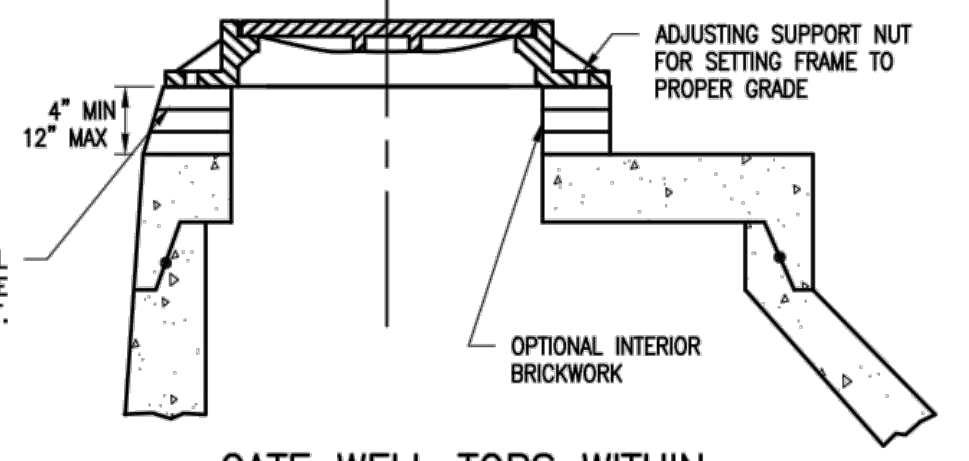


STANDARD AIR RELEASE VALVE & WELL

NOTE: ALL AIR RELEASE VALVES SHALL BE AUTOMATIC PER HARTLAND TOWNSHIP DPS REQUIREMENTS.



GATE WELL TOPS WITHIN PAVEMENT AREAS



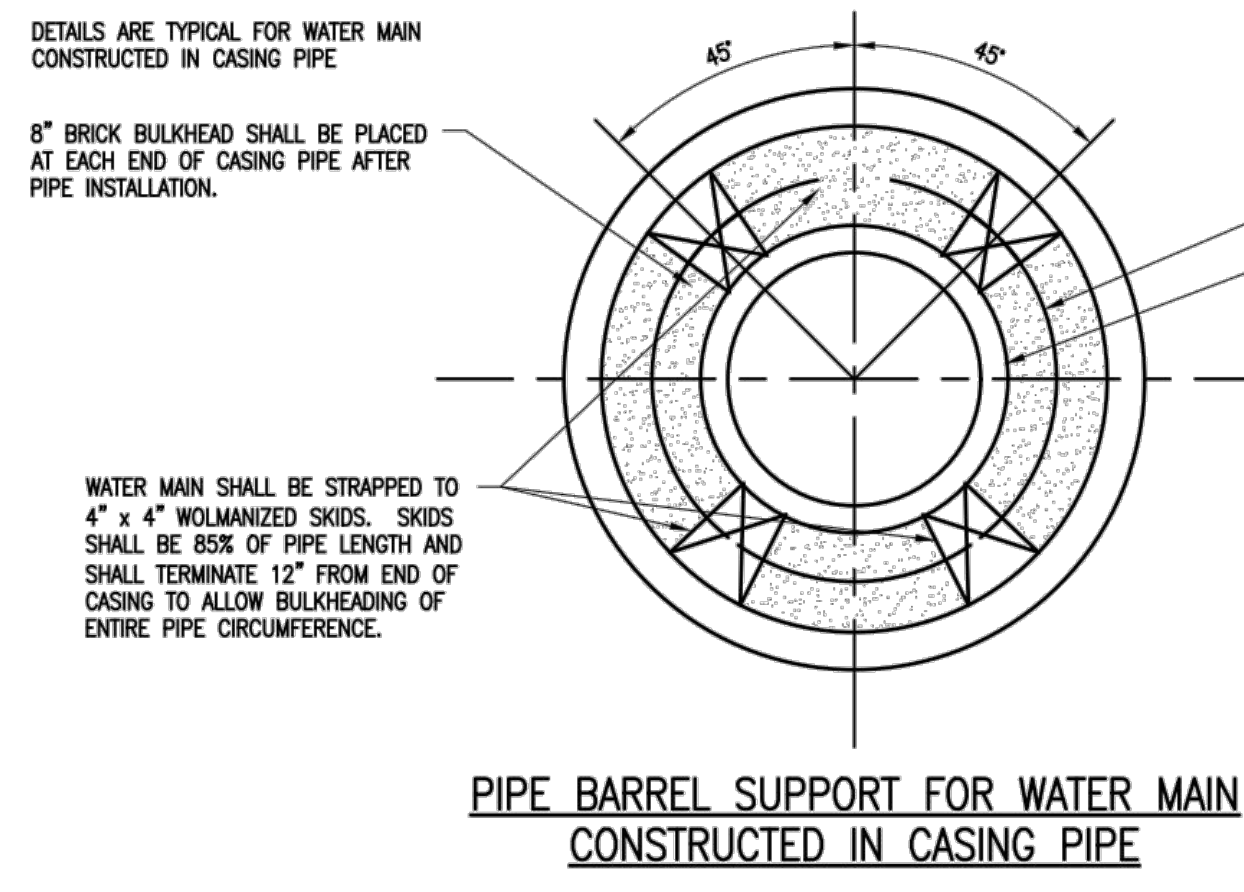
TAPPING WELL SIZING CHART

MINIMUM GATE WELL INSIDE DIAMETER	WATER MAIN DIAMETER
5'	8"
6'	12"
8'	16" and >

CONCRETE PIPE TAPPING SLEEVE, VALVE & WELL

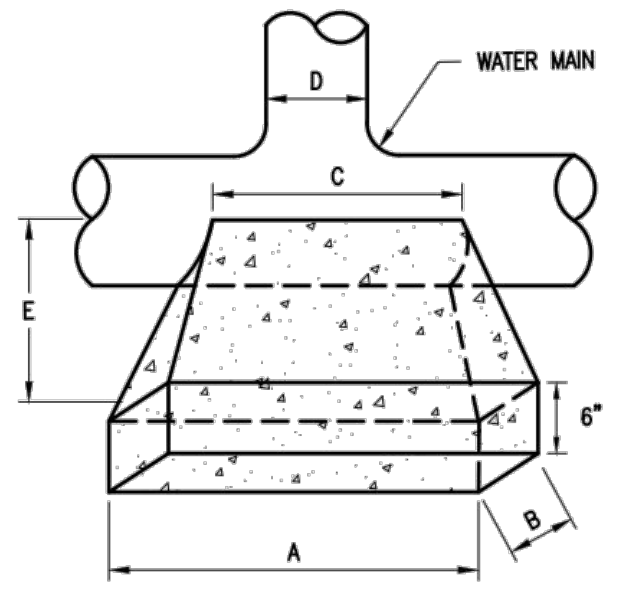
(H-H)

DRAWING PATH: J:\H\H\GEN\Standards\Standard Detail Sheets\2023 Updated\CAD\Water Details\Hartland Typ.dwg Mar 30, 2023 - 9:54am



DIA. OF WATER MAIN	ROAD CROSSING		RAILROAD CROSSING	
	MIN "A"	MIN "B"	MIN "B"	MIN "B"
6"	16"	.375	.375	.375
8"	16"	.375	.375	.375
12"	20"	.375	.500	.500
16"	24"	.375	.500	.500
20"	30"	.375	.500	.500
24"	36"	.375	.500	.500

A=INSIDE DIAMETER
 B=WALL THICKNESS
 4" MINIMUM CLEARANCE BETWEEN MAX. O.D. OF THE WATER MAIN AND THE I.D. OF THE CASING PIPE FOR THE TOP 90° ARC OF THE CASING. (SEE DETAIL)

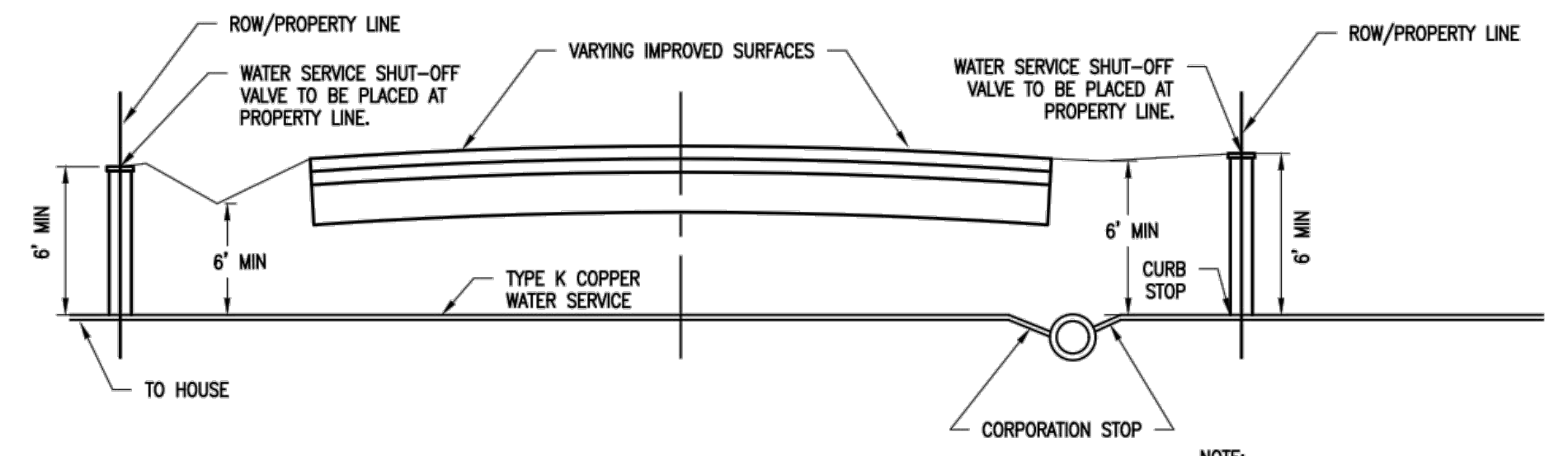


FOR TEES AND TAPPING SLEEVES

D	A	B	C	E MIN
20"	6.5'	4.5'	3.5'	3'
16"	4'-8"	4'-8"	2.5'	2.75'
12"	4'	3'	2.5'	2.5'
10"	3'	2'	2'	2.25'
8"	2'-6"	2'	2'	2.25'
6"	2'	2'	2'	2.25'

THRUST BLOCK DETAILS

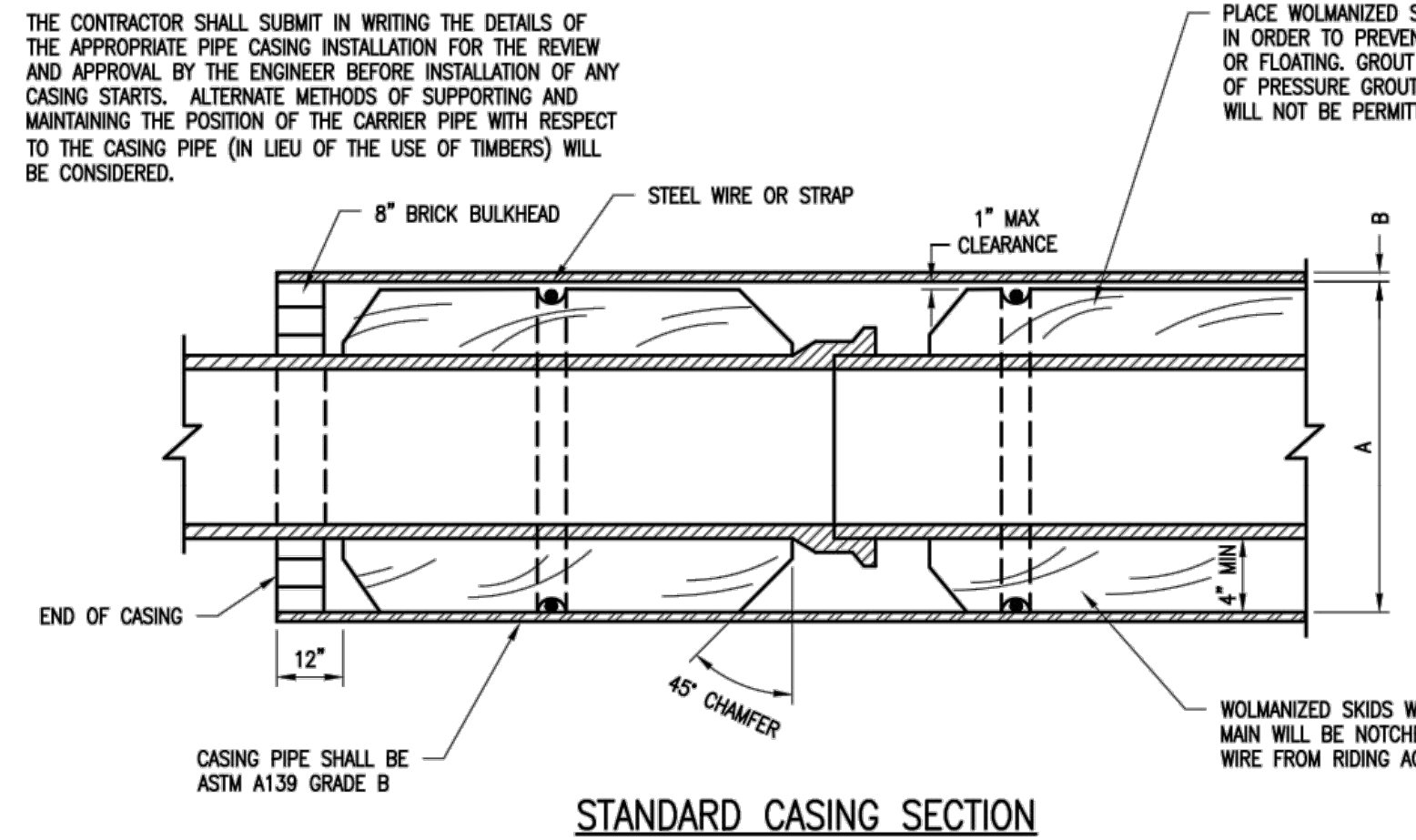
NOTE:
 A. 3000 PSI CONCRETE TO BE USED. THRUST BLOCK TO ABUT & REST AGAINST UNDISTURBED SOIL OR EARTH COMPACTED TO 95% MODIFIED PROCTOR.
 B. THRUST BLOCKS NOT PERMITTED ON THEIR OWN. MUST BE USED IN COMBINATION WITH MEGALUG RESTRAINTS. SEE NOTE #19
 C. TO BE USED AT THE DISCRETION OF THE TOWNSHIP'S CONSULTANT.



TYPICAL PUBLIC ROAD WATER SERVICE CONNECTION

(SEE NOTES #27, #29)

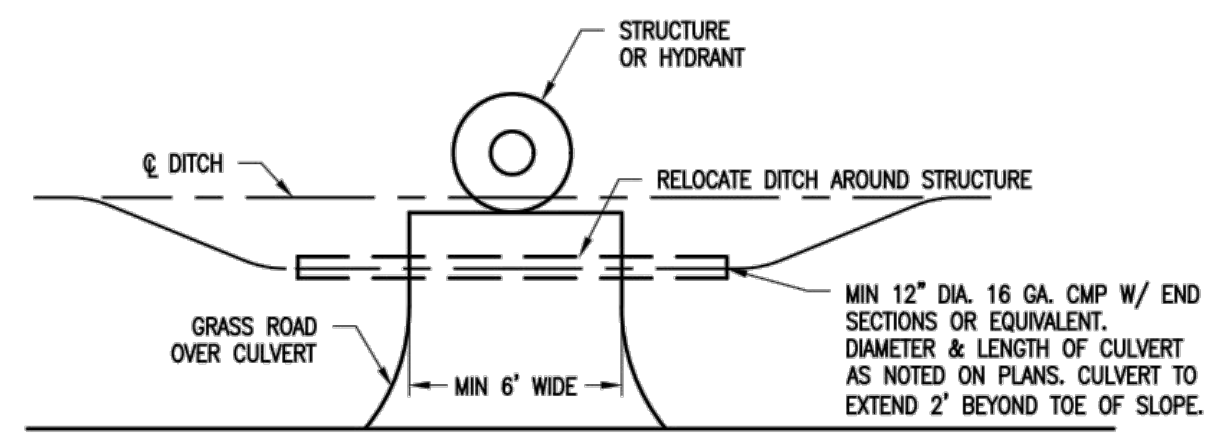
NOTE: LATERAL LOCATION SHALL BE AS REQUESTED BY THE ABUTTING PROPERTY OWNER.



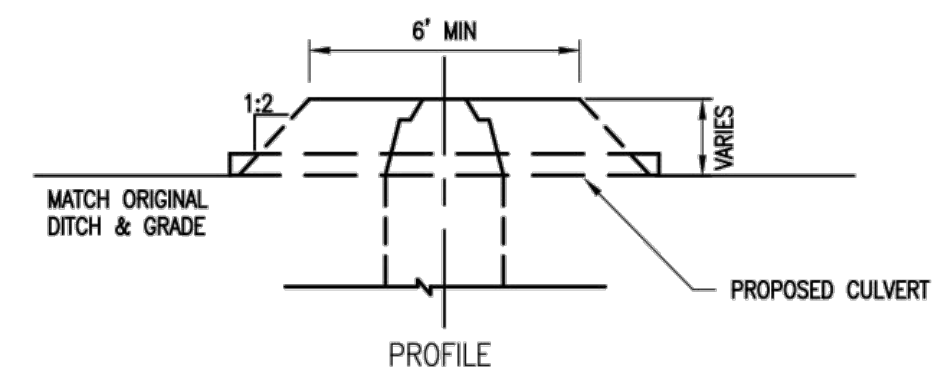
STANDARD CASING SECTION

THE CONTRACTOR SHALL SUBMIT IN WRITING THE DETAILS OF THE APPROPRIATE PIPE CASING INSTALLATION FOR THE REVIEW AND APPROVAL BY THE ENGINEER BEFORE INSTALLATION OF ANY CASING STARTS. ALTERNATE METHODS OF SUPPORTING AND MAINTAINING THE POSITION OF THE CARRIER PIPE WITH RESPECT TO THE CASING PIPE (IN LIEU OF THE USE OF TIMBERS) WILL BE CONSIDERED.

PLACE WOLMANIZED SKIDS ALONG THE TOP OF THE CARRIER PIPE IN ORDER TO PREVENT THE CARRIER PIPE FROM ROLLING OVER OR FLOATING. GROUT PLACEMENT MUST BE ACHIEVED BY MEANS OF PRESSURE GROUTING. GRAVITY FLOW INSTALLATION OF GROUT WILL NOT BE PERMITTED.

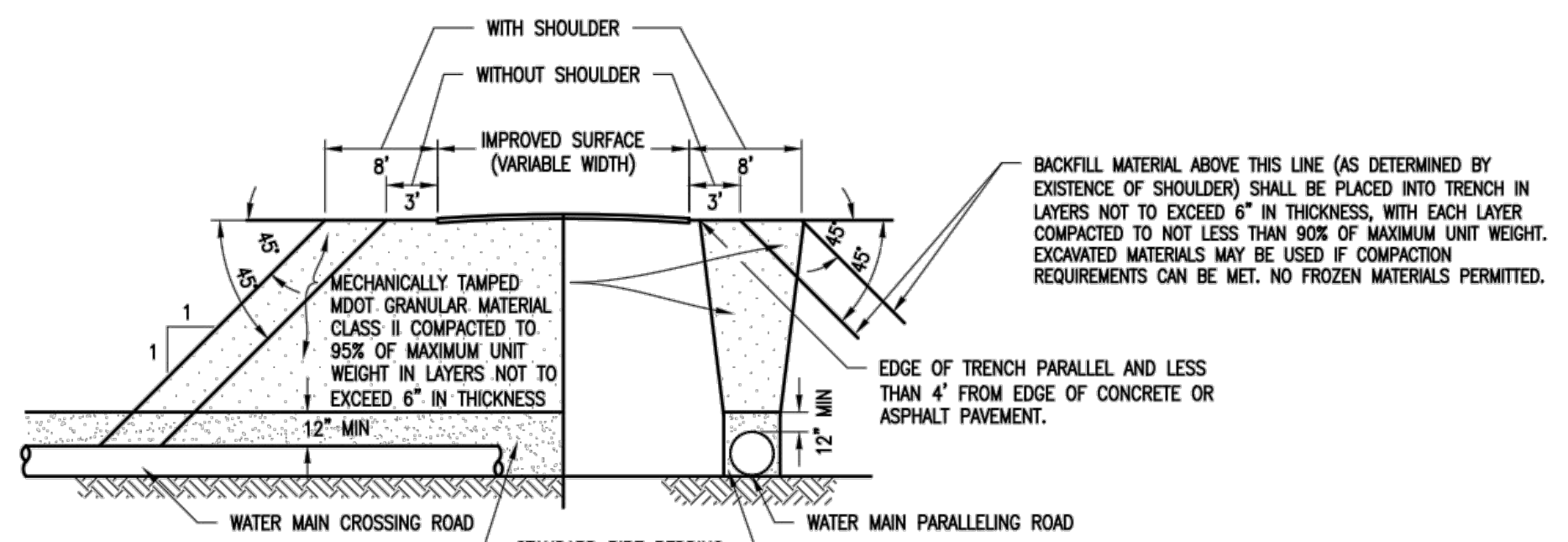


PLAN



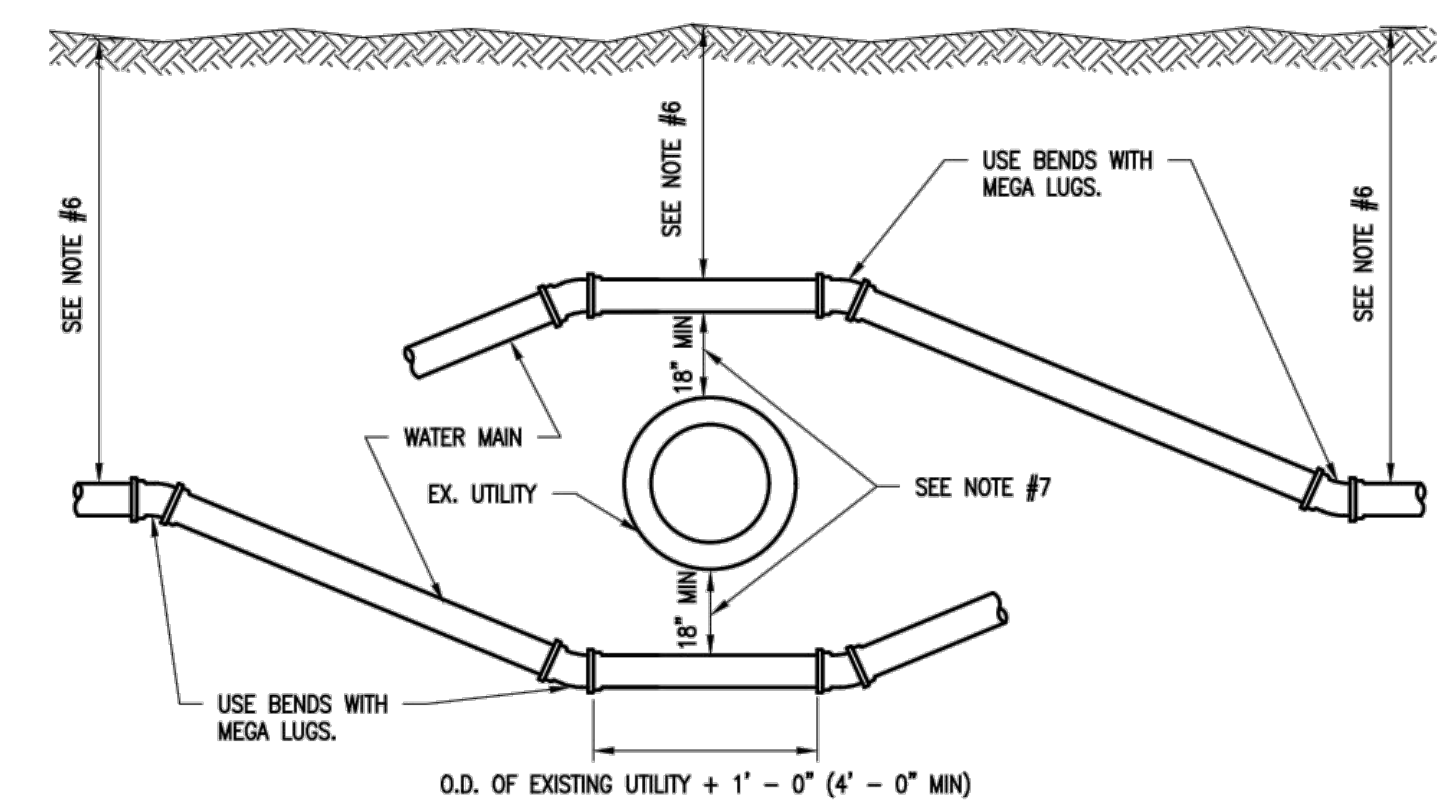
PROFILE

DITCH ENCLOSURE AT GATE WELL OR HYDRANT



SAND OR GRAVEL BACKFILL DETAILS FOR WATER MAINS UNDER GRAVEL, CONCRETE OR ASPHALT PAVEMENTS, SIDEWALKS, DRIVEWAYS AND PARKING AREAS

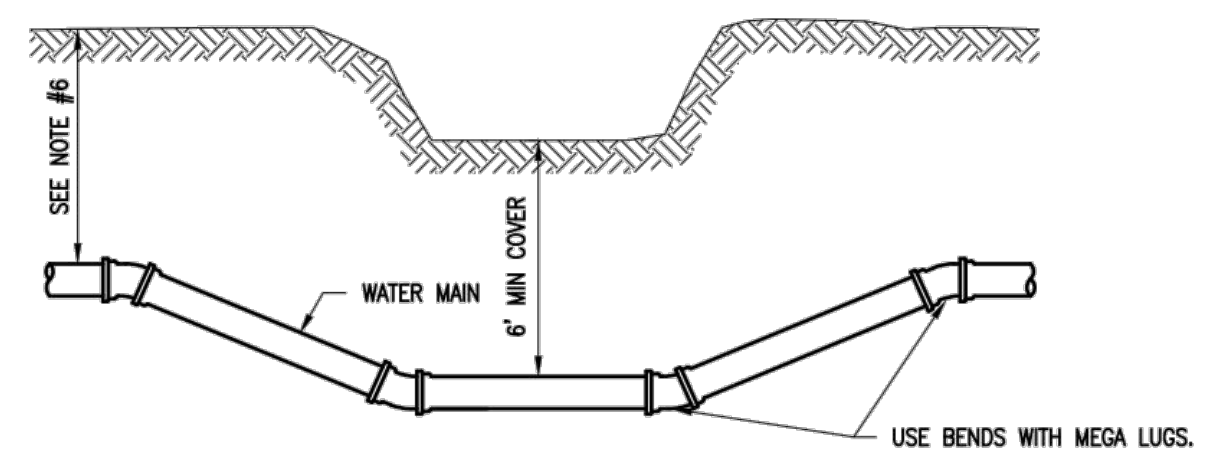
(SEE NOTE #24)



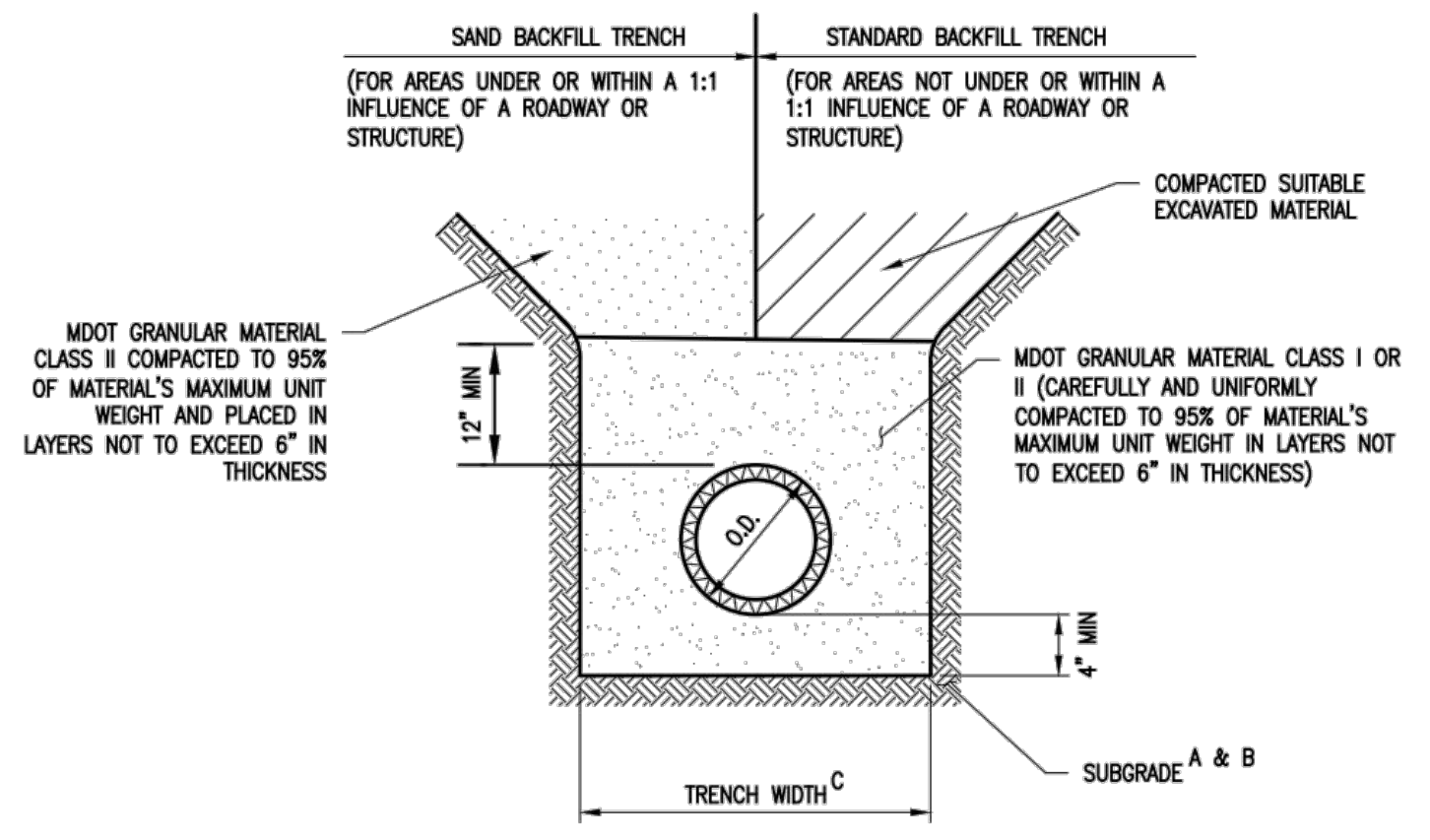
TYPICAL WATER MAIN UTILITY CROSSING

(SEE NOTE #17)

NOTE: 6A STONE BACKFILL SHALL EXTEND 9" EACH SIDE OF EXISTING PIPE, 12" ABOVE EXISTING PIPE AND SHALL BE AT A ONE ON ONE SLOPE TO THE BOTTOM OF THE TRENCH.



DITCH, STREAM OR WETLAND CROSSING



BEDDING AND TRENCH BACKFILL DETAIL

(SEE NOTE #24)

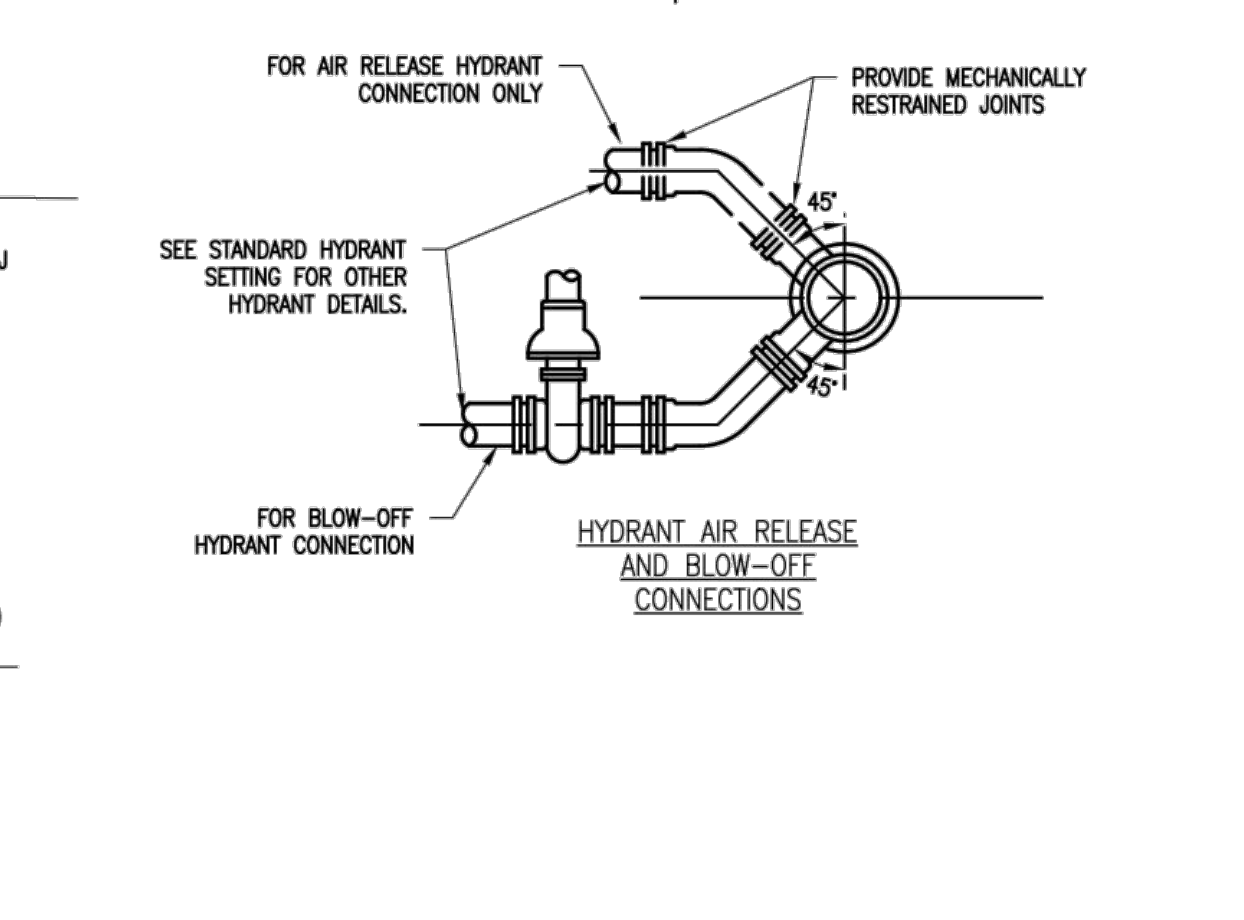
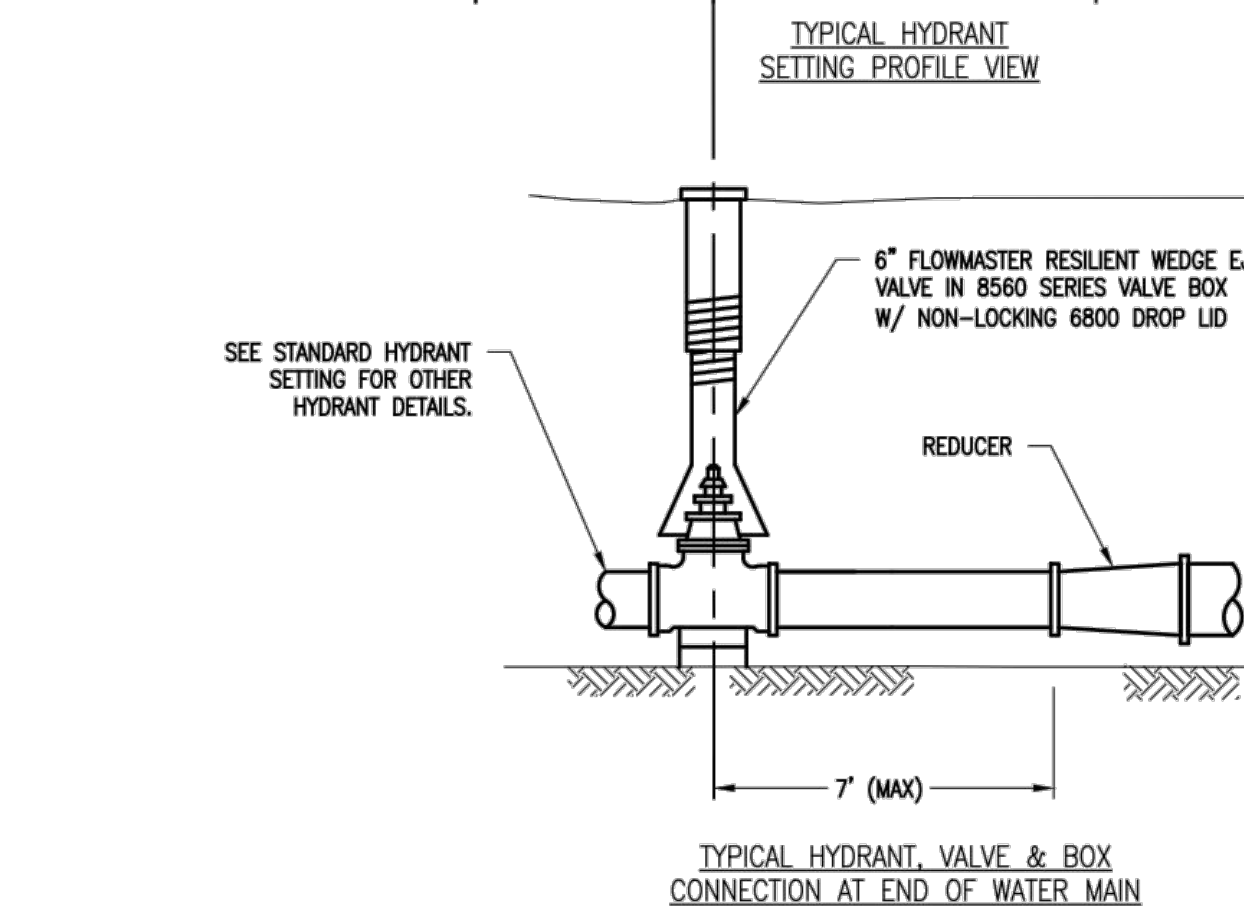
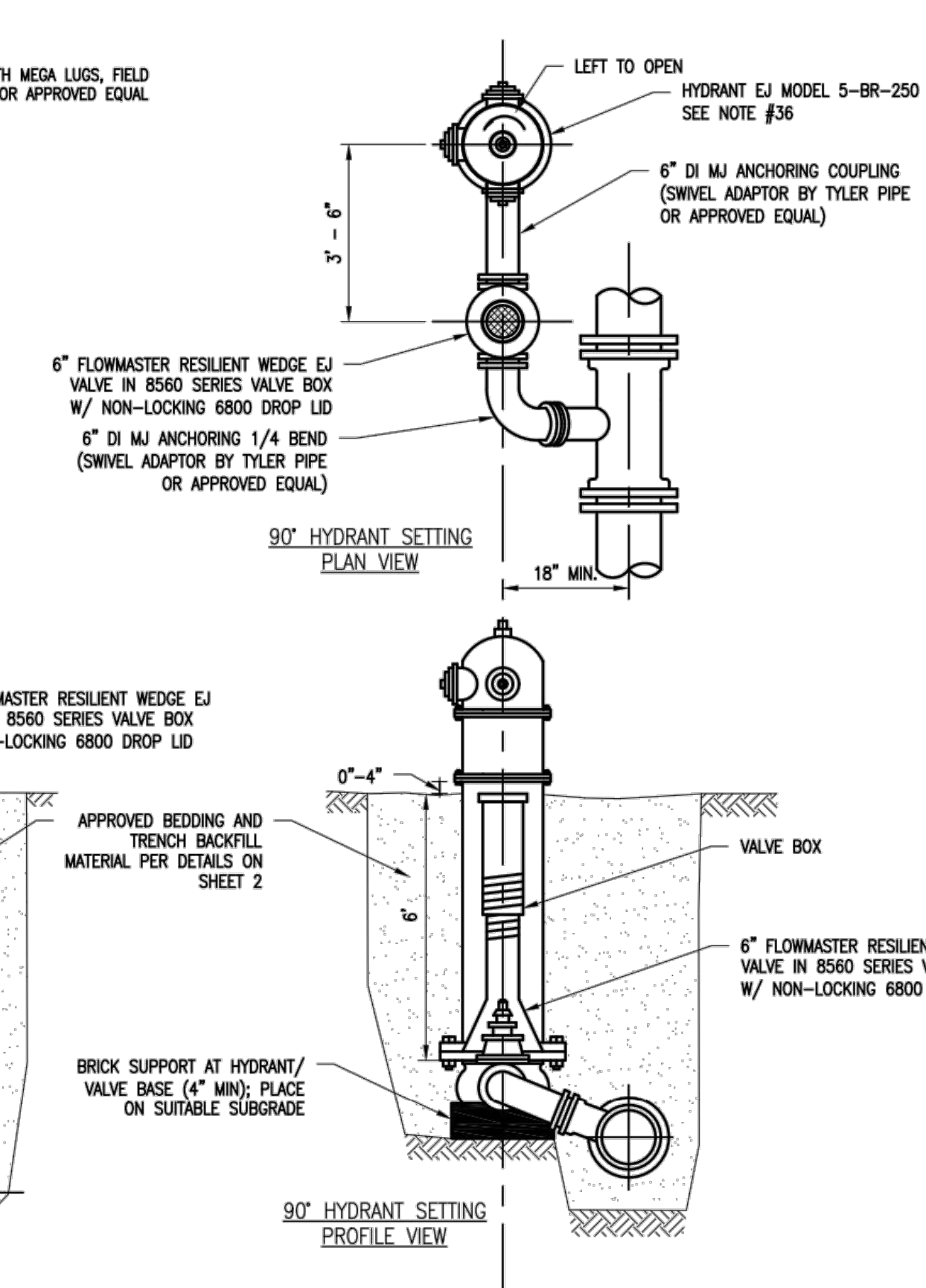
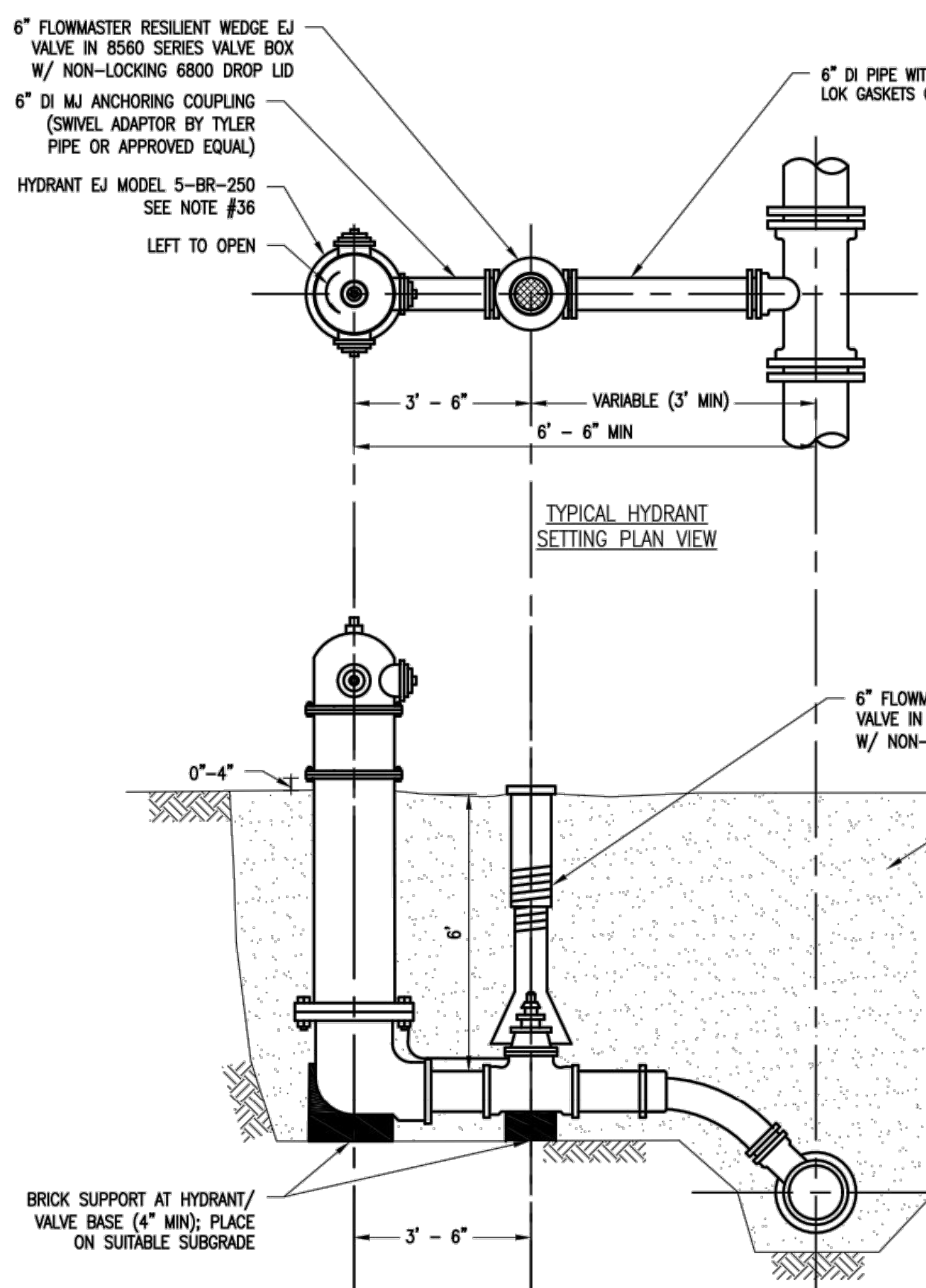
NOTES:
 A. IF THE EXISTING SUBGRADE SOILS MEET THE REQUIREMENTS FOR MDOT GRANULAR MATERIAL CLASS II (MINIMUM 4" THICK), THEN THE WATER MAIN MAY BE LAID DIRECTLY ON THE COMPACTED NATIVE SUBGRADE SOILS.
 B. FIELD CONDITIONS MAY REQUIRE UP TO 18" OF MDOT 6A STONE IN ORDER TO SECURE A FIRM TRENCH BOTTOM. ADDITIONAL DEPTH OF TRENCH UNDERCUT SHALL BE DIRECTED BY A GEOTECHNICAL ENGINEER AND SHALL BE REFILLED WITH 1" x 3" STONE.
 C.

MAXIMUM TRENCH WIDTHS	
I.D. PIPE SIZE	TRENCH WIDTH
UP TO 12"	30"
15" TO 36"	O.D. + 12"
42" OR LARGER	O.D. + 24"

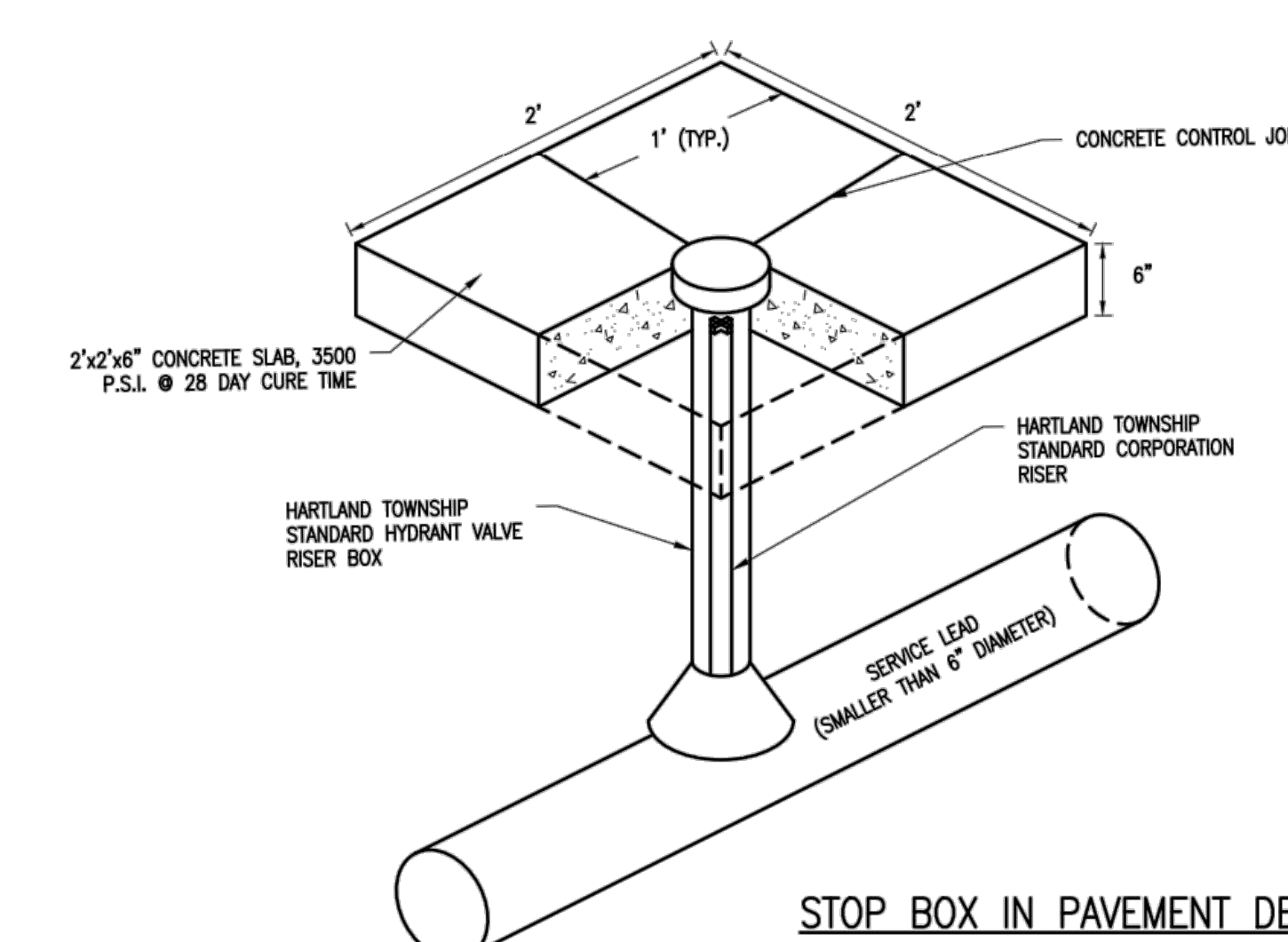
WATER MAIN CONSTRUCTION NOTES

- GENERAL NOTES:**
- All construction procedures and materials used on all water main projects shall conform to AWWA and Hartland Township current Standards and Specifications.
 - No water main is to be installed without Township inspection.
 - Three (3) working days prior to construction, the Contractor shall telephone MISS DIG (811 or 1-800-482-7171) for underground facilities locations and shall also notify representatives of other utilities located in the vicinity of the work.
 - All pipe and all pipe fittings shall be made in the U.S.A.
 - Unless otherwise specified on plans, top of all water mains shall be six (6) feet below existing or proposed gravel, concrete or asphalt pavements, sidewalks, driveways and parking areas.
 - Whenever a water main is installed under existing utility line, GA stone shall be used to properly support or distribute any concentrated loads to avoid any settlement and all possible failure of the lower main. A vertical separation of at least 18 inches between the utility and the water main shall be provided (measured barrel to barrel).
 - All required cross connection devices shall be installed as required by the local plumbing code and in accordance with the standards of the Michigan Department of Environmental Quality Water Resources Division and the Michigan Department of Public Health.
 - Connection to an existing water main shall be made only after pressure and bacteriological tests have been successfully completed. The Township consultant must be present for the tests and review the results. Testing and disinfection procedures shall meet the requirements of ANSI/AWWA-C600/C651. The water main shall pass a test of 150 psi for a two (2) hour period. Water loss shall not exceed a rate of 11.65 U.S. gallons per inch diameter per mile of water main in twenty-four (24) hours.
 - a. All watermain 8" or larger shall be cleaned with a poly pig.
 - The Township consultant must witness the connection of the water main to the existing water main. After the Township consultant's approval letter has been issued, residential and commercial taps will be allowed. All water service connections two (2) inches and smaller shall be made by Hartland Township DPS.
 - Contractor supplied gauges are required for testing. The minimum size shall be 3.5" diameter graduated in one (1) or two (2) pound increments from 1 to 160 psi (minimum range).
 - When temporary water main jumpers are used during water main construction, a testable RPZ backflow preventer with current test report shall be placed on the jumper hose that is connected to the new water main.
 - The materials specified below may be substituted with an approved equal as determined by the Township. It is at the sole discretion of the Township to determine if a material is acceptable and can be utilized. Written authorization must be obtained prior to ordering or installing the approved equal.
- WATER MAIN NOTES:**
- All water main shall be ductile iron or concrete. HDPE water main may be permitted upon Township approval. Water main shall be per the following specifications:
 - Ductile iron pipe shall be ANSI/AWWA C151/A21.51 cement lined with bituminous seal coat Class 54 for sizes 3" through 16" and Class 55 for 20" through 24" pipe. Ductile iron pipe shall be designed for a minimum working pressure of 150 psi.
 - Pre-stressed Concrete Cylinder pipe (P.C.C.P.) shall be AWWA C-301 specification for sizes larger than 24".
 - High Density Polyethylene (HDPE) SDR 9 or 11 pipe shall meet the requirements of AWWA C906 (SDR 11) with blue shell or blue stripe.
 - Water services up to 2" shall be either Type K soft copper or HDPE DR9 with tracing wire meeting the requirements of ANSI/AWWA C909 for a pressure class of 200 psi. If HDPE is used, a tracing wire shall be run from the meter setup to the curb box (See item #9 for tracing wire requirements). All water services greater than 2" shall follow the standards listed in item #15.
 - The maximum allowable deflection at joints for ductile iron water main shall be per manufacturers standards (i.e. 4" - 36" water main - 5" per 20').
 - Poly-wrap may be required by the Township and shall be placed around the water main per manufacturers specifications.
 - MEGALUG shall be placed at all valves, bends, tees, plugs, hydrants and mechanical fittings. Surrounding joints shall be restrained using U.S. Pipe Field Lok gaskets or approved equal and shall be per the manufacturer's joint restraining schedule and the latest edition of DIPRA's Thrust Restraint Design for Ductile Iron Pipe.
 - Water main joints shall be Tyton, Fastite, Mechanical, or approved equal in accordance with ANSI/AWWA C111/A21.11.
 - Restrained joints are required in lieu of thrust blocks. Restrained joints for pipe sizes up to 16" shall be Fast Grip Gaskets, Mega Lug or approved equal. Restrained joints for pipe sizes over 16" shall be American Ductile Iron Flex-Ring Joint Pipe or approved equal boltless system.
 - Thrust restraint design shall be per the Ductile Iron Pipe Research Association's Manual of Thrust Restraint Design for Ductile Iron Pipe, current edition.
 - All bolts on all flanged and mechanical joint fittings shall be domestic origin high strength, low alloy COR-BLUE steel bolts or approved equal. These bolts shall meet the current provisions of American National Standard ANSI/AWWA C111/A21.11 for rubber gasket joints for ductile iron pressure pipes and fittings. Bolt manufacturer's certificate of compliance must accompany each shipment.
 - Backfill shall be compacted above pipe as indicated on construction drawings. Trench backfill shall be a suitable material and shall be free of any organic materials and rocks larger than 3" in size. Under road surfaces, pavement, sidewalks, curbs, driveways and areas where trench is within a 1:1 influence of the

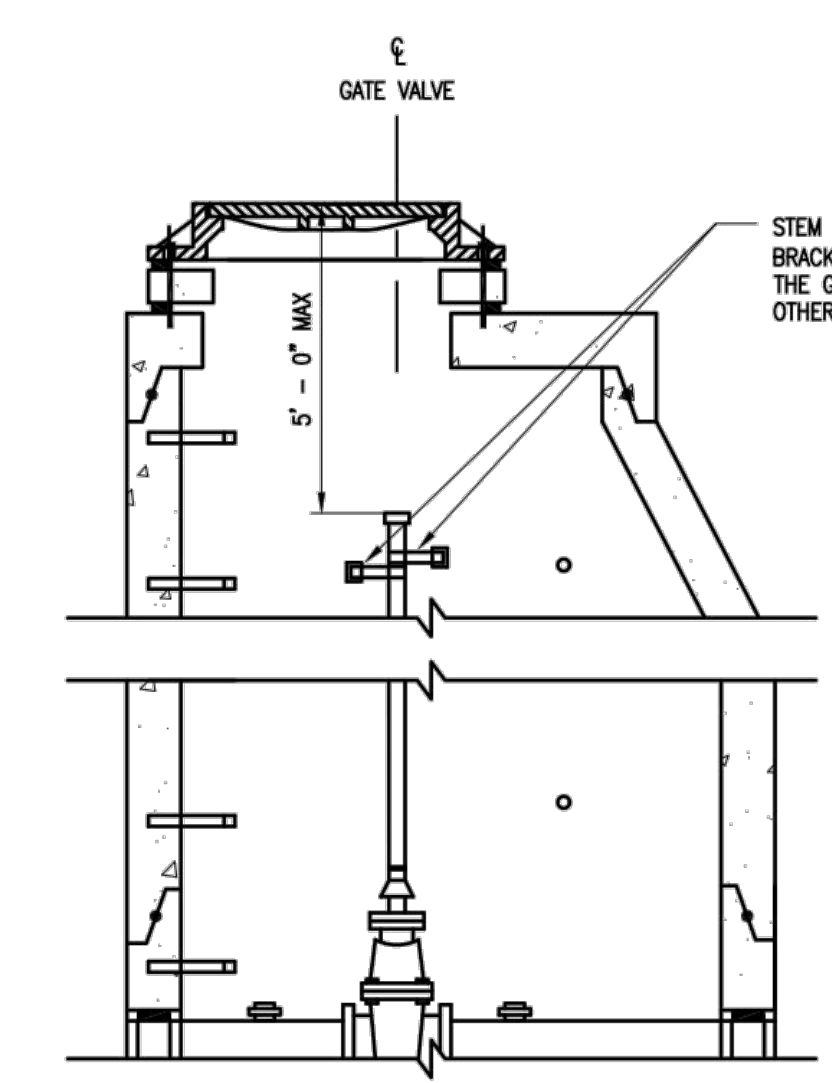
- pavement, sand backfill shall be used which shall consist of MDOT granular material Class 1 and shall be compacted in layers not to exceed six (6) inches in thickness to a density of 95% as determined by ASTM D 1557. Where water main is to be placed on fill material, all fill material below the pipe must also be compacted to 95% maximum unit density. All backfill placed within a 1:1 influence of structures shall be approved sand, placed in six (6) inch layers and compacted. Trenches that are to be left open overnight shall be enclosed with suitable fencing and lighted barricades.
- VALVE & SLEEVE NOTES:**
- All Gate Valves less than 16" shall be EJ ductile iron body, fully bronze-mounted, resilient-wedges, non-rising stem (ANSI/AWWA C509), opening counterclockwise.
 - Corporation Stops shall be 1-inch Ford #B44, or approved equal. Corporation stops shall be securely capped after testing. Must use lead free corps.
 - All service lead corporation stops installed outside of gate wells 1" or less may be direct tapped to main. For corporation stops larger than 1" use bronze double strap tapping saddle.
 - Gate valves and fittings shall be supported by formed concrete or mortared brick bearing on the floor (minimum four (4) inches of clearance between floor and bottom of gate valve).
 - All gate valves 6" or larger shall be placed in a well with the exception of a hydrant shut off valve. A valve shall be placed in a box for water main smaller than 6". A stop box and rod is required for services up to 2" and a hydrant valve box is required for services less than 6". If the box falls within a paved area, a hydrant valve box is required for all service sizes.
 - Butterfly valves shall be used for valves 16" and larger in diameter and shall be Deszurik AWWA style, or approved equal, manufactured in accordance with ANSI/AWWA C504 and conforming to NSF Standard 61.
 - All precast concrete gate well sections shall be manufactured to conform with ASTM C478, except wall thickness shall be as shown on these details. Precast concrete gate well sections shall be modified tongue and groove with premium rubber gasket-type joints manufactured to conform with ASTM C443.
 - All gate well covers shall be EJ #1040A with bolted frame and with lettering per detail on this sheet. All cover bolts shall be stainless steel.
 - Tapping sleeves shall be manufactured by JCM Industries, Romac Industries, Mueller, EJ, Smith-Stier or approved equal and shall be mechanical joint with DNS Mechanical Joint Tapping Gate Valve. Lead joint sleeves shall not be used. Like size tapping sleeves can only be used when the existing main is ductile iron and equal to/less than 12-inch in diameter. For like size connections greater than 12-inch, a cut-in-tee is required. All tapping sleeves must be mechanical tapping sleeves.
 - No tapping of any water main fitting will be permitted.
 - No water main fittings or water service fittings shall contain lead.
- HYDRANT NOTES:**
- All hydrants shall be 6" bury EJ #5BR-250-Traffic Model and shall conform to ANSI/AWWA C502, and shall have a minimum 5 1/4" valve opening that closes with the water pressure. Hydrants shall be traffic style with breakable flange and coupling.
 - Hydrants shall have a swivel flange to allow bonnet to be turned 360 degrees without removing the barrel, and barrel flanges shall be integrally cast with the barrel. Inlet shoe shall have a bronze valve seat, which can be removed without digging.
 - Inlet connection shall be 6" mechanical joint, conforming to AWWA C111 and ASA-A21.11. Stem threads shall be sealed with double "O" rings and shall be permanently lubricated with all weather grease.
 - Hose connections: One (1) 4 1/2" pumper nozzle and two (2) 2 1/2" hose nozzles, with National Standard Thread (NST) threads. Final orientation of the hydrant steamer connection to be determined by Township consultant or Fire Department.
 - Operating Nut: (1) 1 1/8" P-F pentagon, open left.
 - Hydrants shall be factory painted by spray application red above the ground and black below, with a finish coat of Glomortex 501 enamel, color 314 Vermillion, or approved equal.
 - Prior to acceptance, hydrants shall be charged, tested and any leaks are to be repaired. Hydrants and valve boxes shall be plumbed and set to finished grade. Valve boxes shall be in line with the valve.



DETAIL OF HYDRANT SETTINGS

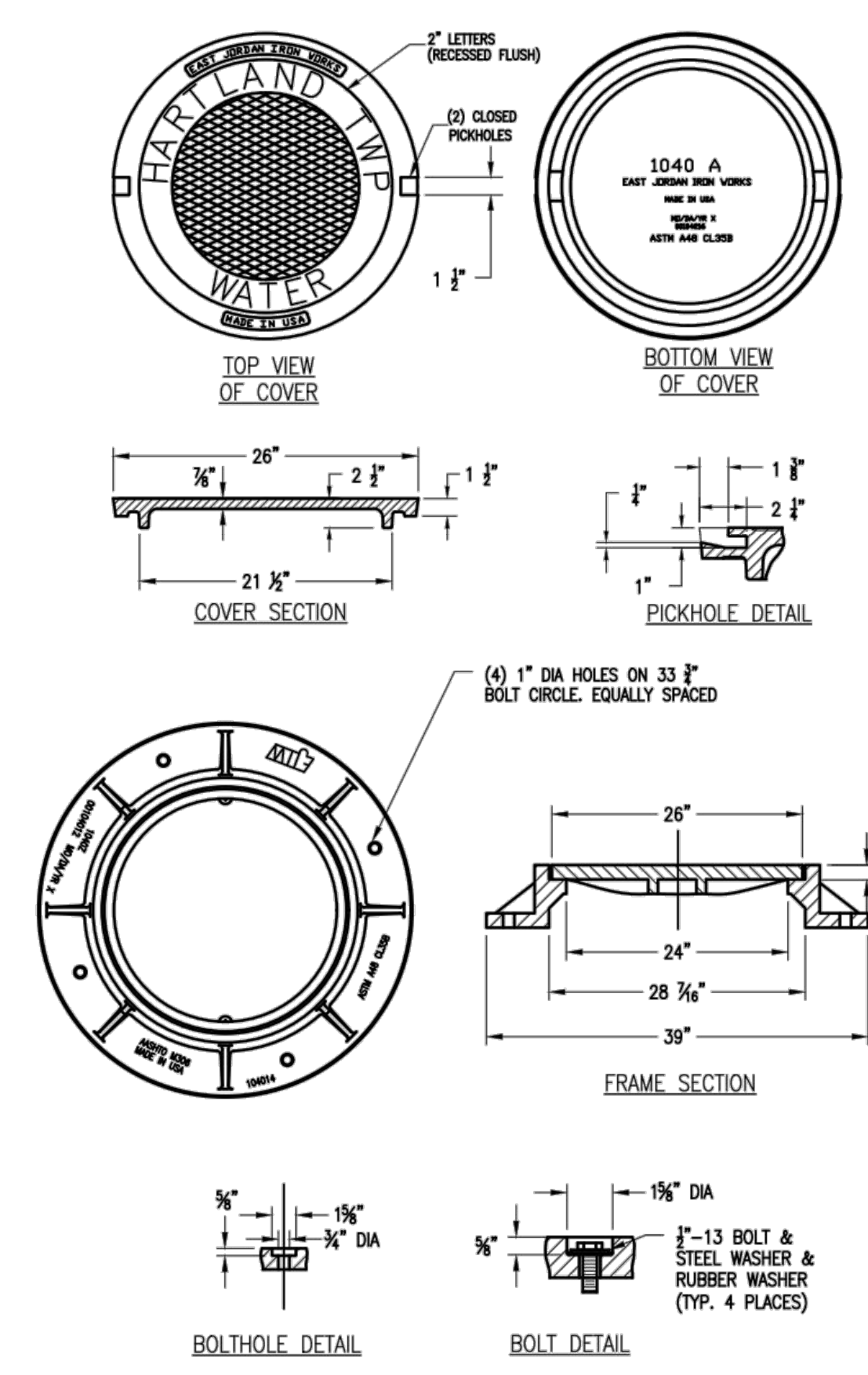


NOTE: WHERE WATER SERVICE CORPORATION BOX FALLS WITHIN A PAVED AREA (PARKING LOT, SERVICE DRIVE AREA, ETC.) THE STOP BOX SHALL BE PLACED IN A STANDARD HYDRANT VALVE BOX. THE VALVE BOX SHALL BE CENTERED IN A 2'x2'x6" CONCRETE SLAB. CONCRETE CONTROL JOINTS SHALL BE PLACED IN SLAB AT 1' INTERVALS.



STEM EXTENSION DETAIL

NOTE: STEM EXTENSIONS SHALL BE PROVIDED AT ALL GATE VALVES WITH OPERATING NUTS AT A DISTANCE GREATER THAN 5" BELOW THE GROUND SURFACE.



CAST IRON GATE WELL FRAME AND COVER

(SEE NOTE #32)

CATALOG NO. 1040A
EST. WT. COVER: 150 LBS
MATL. SPEC. COVER - GRAY IRON ASTM A48 CL35B
LOAD RATING HEAVY DUTY
COATING DIPPED



**TABLE 23.6.5.A
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR HORIZONTAL BENDS**

BEND ANGLES (degrees)	PIPE DIAMETER (inches)													
	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"
11.25°	1	2	2	3	4	4	5	6	7	7	9	11	13	15
22.5°	3	3	5	6	8	9	10	12	13	15	17	21	25	29
30°	4	4	6	8	10	12	14	16	18	20	23	29	34	40
45°	6	7	10	13	16	19	22	25	28	31	36	45	53	61
60°	8	10	14	18	22	26	30	34	39	43	51	62	74	85
90°	14	17	24	31	38	46	53	60	67	74	88	108	128	148
Unit Frictional Force (ft/lbs)	124	151	217	284	349	415	481	547	613	679	811	1,005	1,203	1,398
Unit Bearing Resistance (ft/lbs)	152	185	268	354	437	523	611	699	789	879	1,064	1,344	1,639	1,939

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

☐ = Not Permitted (for 60°, use two 30° bends; for 90°, use two 45° bends)

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

**TABLE 23.6.5.D
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR TEES**

PIPE DIAMETER OF BRANCH RUN (inches)	PIPE DIAMETER OF MAIN PIPE RUN (inches)															
	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"		
3"	8	7	6	4	2	1	0	0	0	0	0	0	0	0		
4"		10	9	8	6	5	3	2	0	0	0	0	0	0		
6"			16	15	14	13	12	11	10	9	7	4	1	0		
8"				22	22	21	20	19	19	18	16	14	11	8		
10"					28	27	27	26	26	25	24	22	19	17		
12"						34	33	33	32	31	29	27	25	23		
14"							40	39	38	37	36	35	33	31		
16"								46	45	45	44	43	41	40		
18"									52	51	51	49	48	47		
20"										58	57	56	55	54		
24"											69	68	68	67		
30"												87	86	85		
36"													104	104		
42"														122		
Unit Frictional Force (ft/lbs)	249	302	434	569	697	829	961	1,093	1,225	1,357	1,621	2,011	2,406	2,796		
Unit Bearing Resistance (ft/lbs)	152	185	268	354	437	523	611	699	789	879	1,064	1,344	1,639	1,939		

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

☐ = Not Applicable

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

**TABLE 23.6.5.B
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR VERTICAL UP BENDS**

BEND ANGLES (degrees)	PIPE DIAMETER (inches)													
	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"
11.25°	1	2	2	3	4	4	5	6	7	7	9	11	13	15
22.5°	3	3	5	6	8	9	10	12	13	15	17	21	25	29
30°	4	4	6	8	10	12	14	16	18	20	23	29	34	40
45°	6	7	10	13	16	19	22	25	28	31	36	45	53	61
60°	8	10	14	18	22	26	30	34	39	43	51	62	74	85
90°	14	17	24	31	38	46	53	60	67	74	88	108	128	148
Unit Frictional Force (ft/lbs)	124	151	217	284	349	415	481	547	613	679	811	1,005	1,203	1,398
Unit Bearing Resistance (ft/lbs)	152	185	268	354	437	523	611	699	789	879	1,064	1,344	1,639	1,939

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

☐ = Not Permitted (for 60°, use two 30° bends; for 90°, use two 45° bends)

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

**TABLE 23.6.5.E
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR REDUCERS**

DIAMETER OF SMALLER PIPE (inches)	DIAMETER OF LARGER PIPE (inches)															
	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"		
3"		4	13	21	27	34	40	46	53	59	71	89	107	124		
4"			10	18	25	32	39	45	52	58	70	88	106	124		
6"				11	19	27	34	41	48	55	67	86	104	122		
8"					11	20	29	37	45	50	64	83	102	120		
10"						11	20	29	37	45	59	79	99	117		
12"							11	21	30	38	54	75	95	114		
14"								11	21	30	47	69	91	110		
16"									11	21	40	63	85	106		
18"										11	31	57	80	101		
20"											22	49	73	96		
24"												31	59	83		
30"													33	60		
36"														32		
42"																
Unit Frictional Force (ft/lbs)		302	434	569	697	829	961	1,093	1,225	1,357	1,621	2,011	2,406	2,796		

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

☐ = Not Applicable
 ☐ = Not Probable

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

**TABLE 23.6.5.C
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR VERTICAL DOWN BENDS**

BEND ANGLES (degrees)	PIPE DIAMETER (inches)													
	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"
11.25°	2	3	4	5	6	7	8	10	11	12	14	18	21	25
22.5°	4	5	8	10	12	15	17	19	22	24	29	36	43	50
30°	6	7	10	14	17	20	23	26	29	33	39	48	58	67
45°	9	11	16	21	26	31	36	41	45	50	60	75	89	104
60°	13	16	22	29	36	43	50	57	63	70	84	104	124	145
90°	22	27	39	51	62	74	86	98	110	122	145	180	215	250
Unit Frictional Force (ft/lbs)	124	151	217	284	349	415	481	547	613	679	811	1,005	1,203	1,398
Unit Bearing Resistance (ft/lbs)	152	185	268	354	437	523	611	699	789	879	1,064	1,344	1,639	1,939

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

☐ = Not Permitted (for 60°, use two 30° bends; for 90°, use two 45° bends)

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

**TABLE 23.6.5.F
DUCTILE IRON WATER MAIN PIPE
THRUST RESTRAINT LENGTH FOR DEAD ENDS**

Pipe Diameter (inches)	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"
Restraint Length (feet)	11	14	19	25	31	37	43	49	55	61	73	90	108	125
Unit Frictional Force (ft/lbs)	249	302	434	569	697	829	961	1,093	1,225	1,357	1,621	2,011	2,406	2,796

Assumptions: Cover = 6.0 feet
 Design Pressure = 150 psi
 Safety Factor = 1.5
 Laying Condition = Type 3
 Soil Designation = Clay 1
 Non-Polywrapped Pipe

* Data Table acquired from the Ductile Iron Pipe Research Association (DIPRA)

HARTLAND TOWNSHIP | 2655 CLARK ROAD | HARTLAND, MI 48851 | P: (810) 832-7488 | WWW.HARTLANDTWP.COM

DATE: _____

REVISIONS:

H: N.T.S. V: N.T.S. SCALE: _____

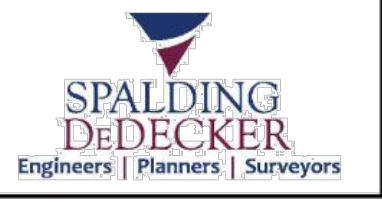
COUNTY: LIVINGSTON COUNTY

TOWN: _____

RANGE: _____

DATE: FEB 2023

**HARTLAND TOWNSHIP
WATER MAIN
STANDARD DETAILS**



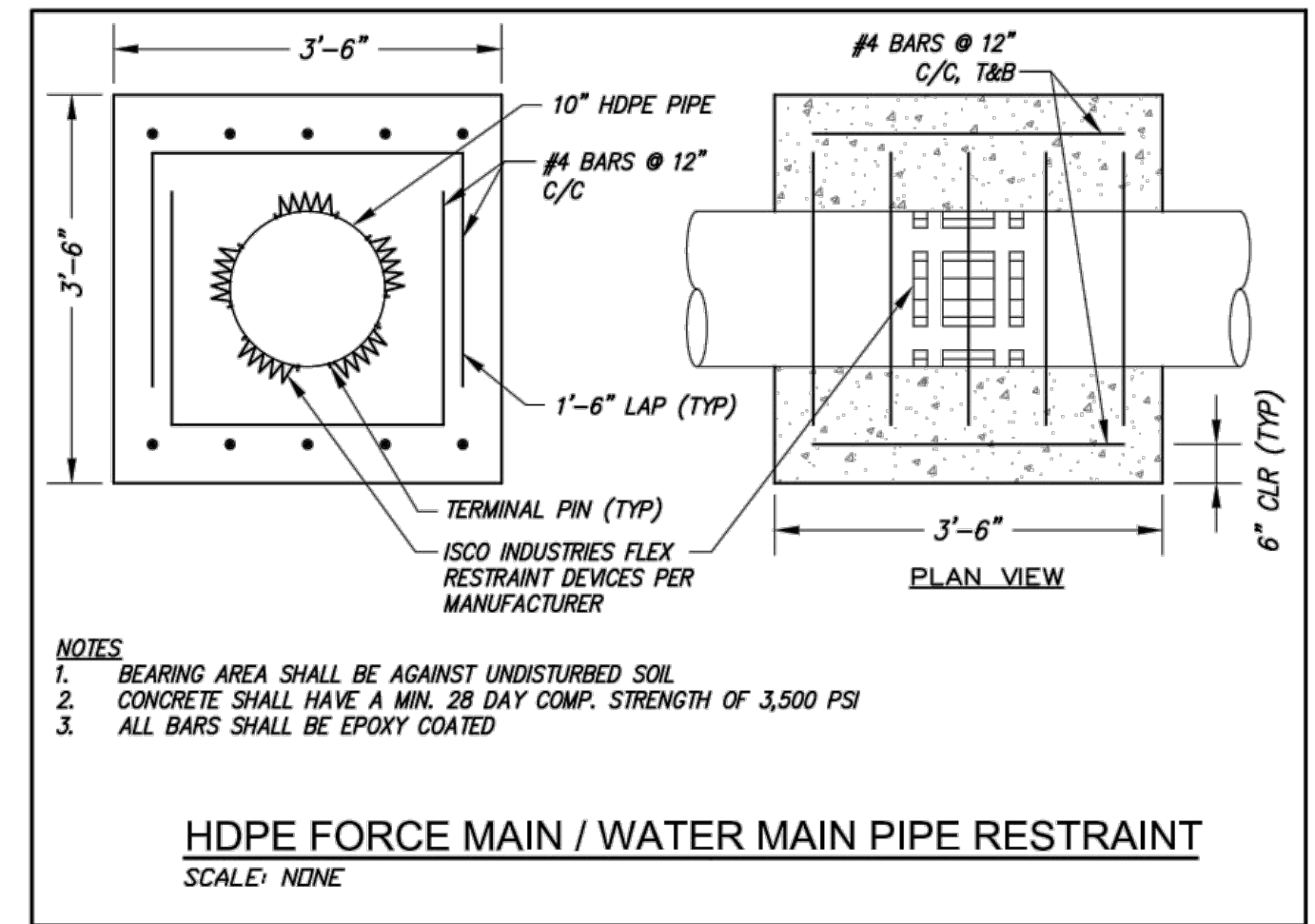
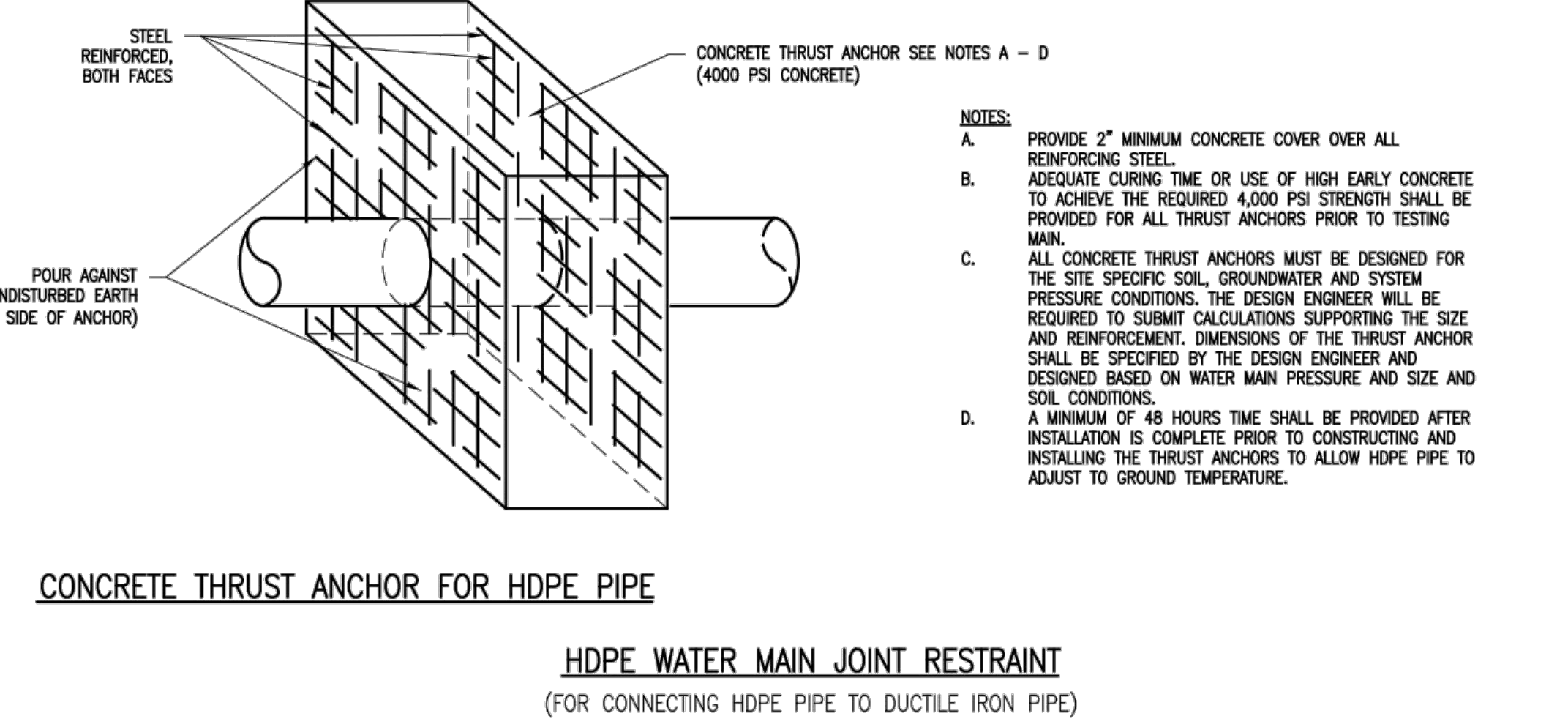
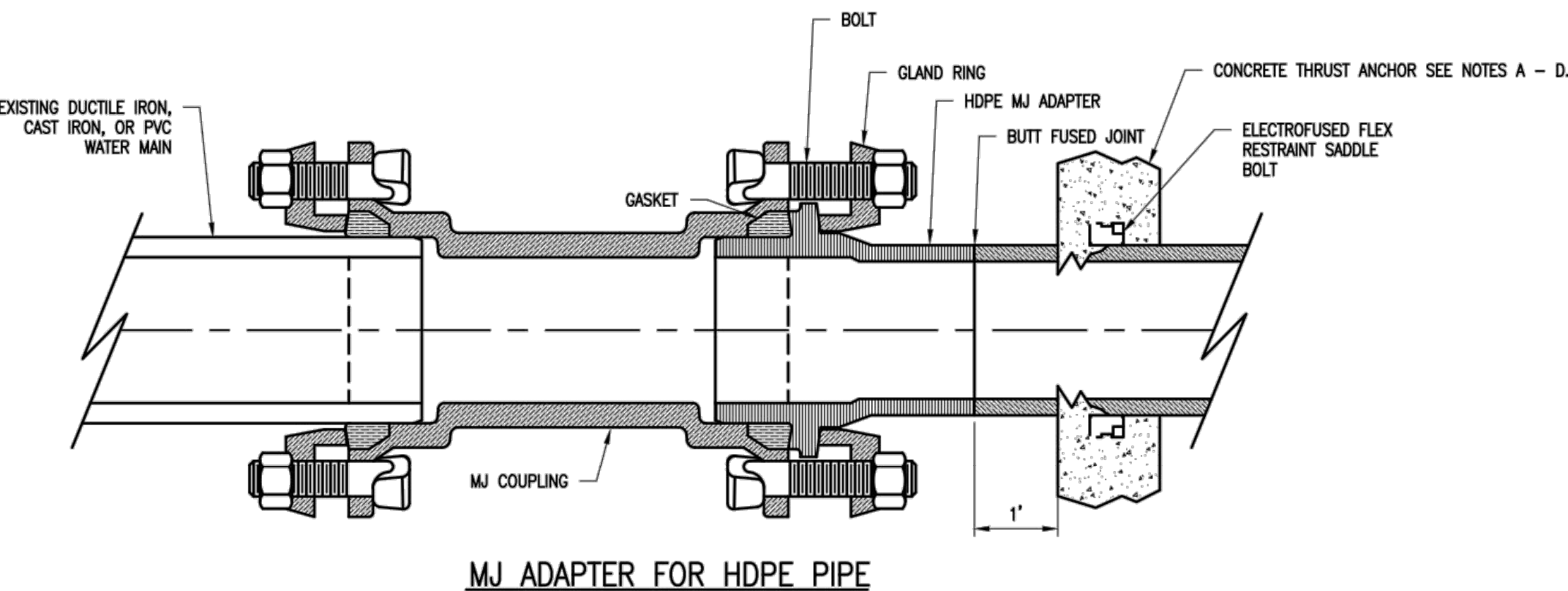
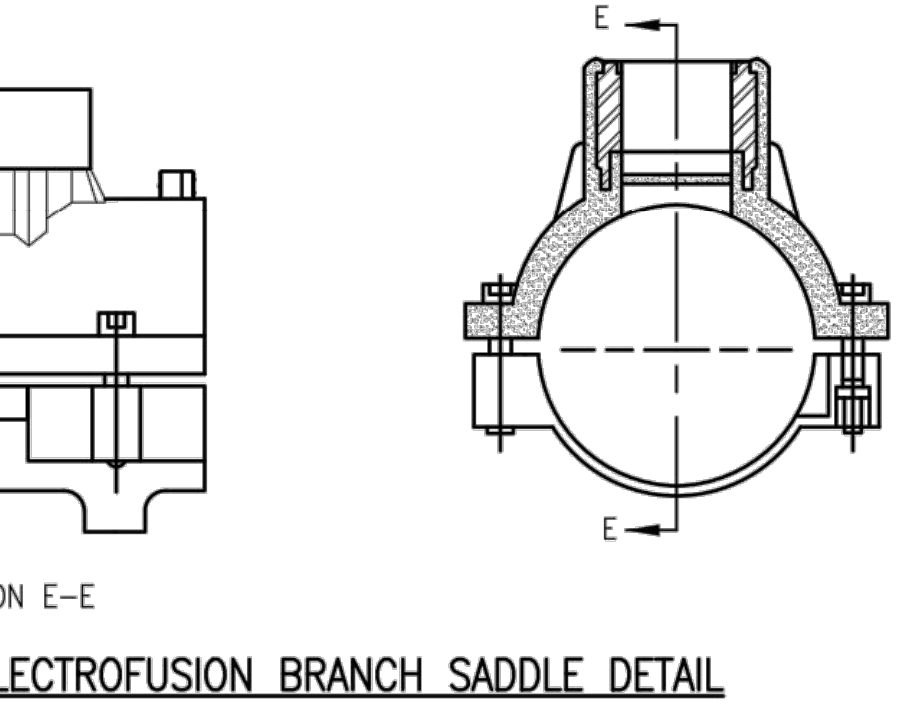
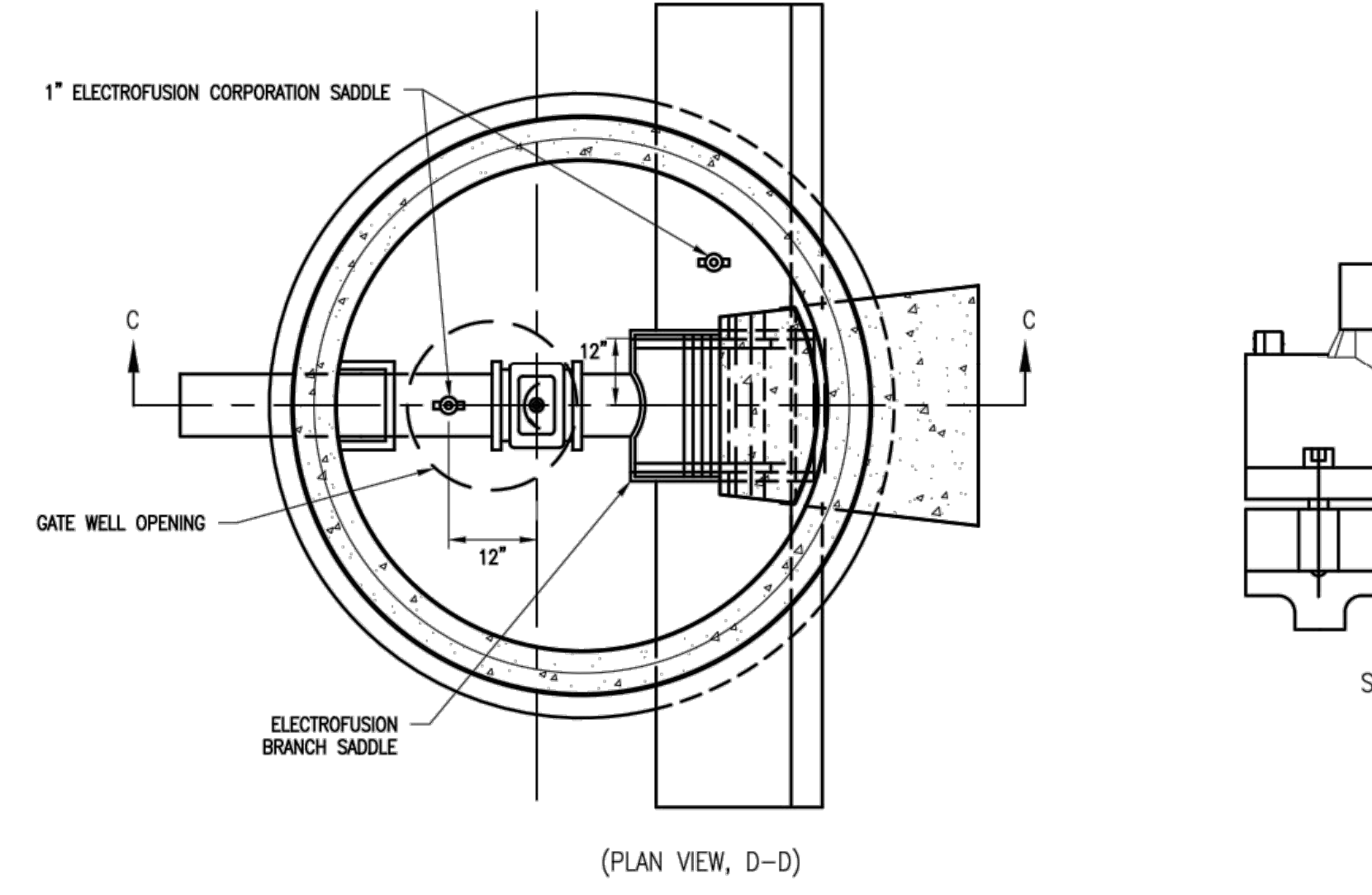
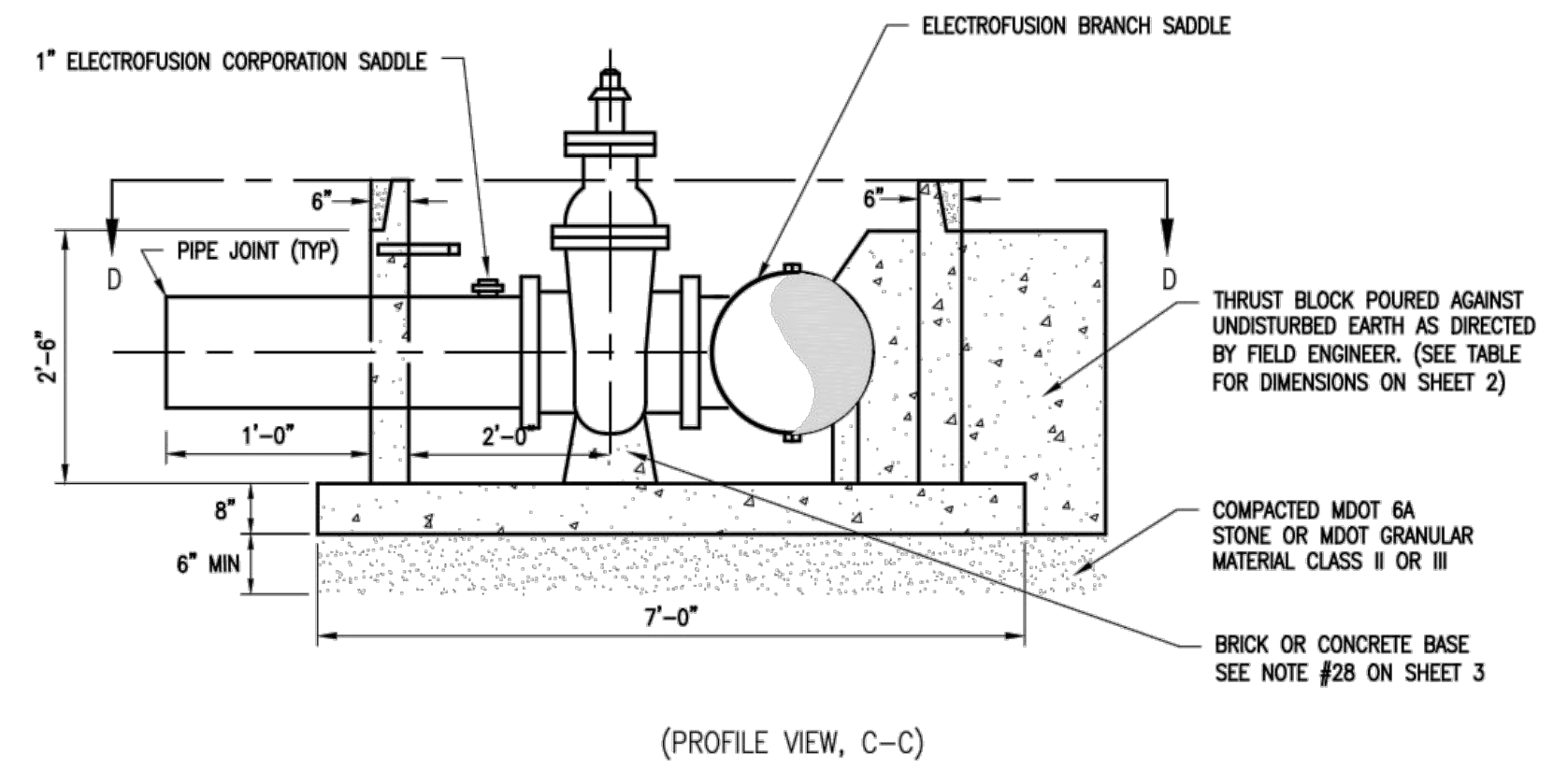
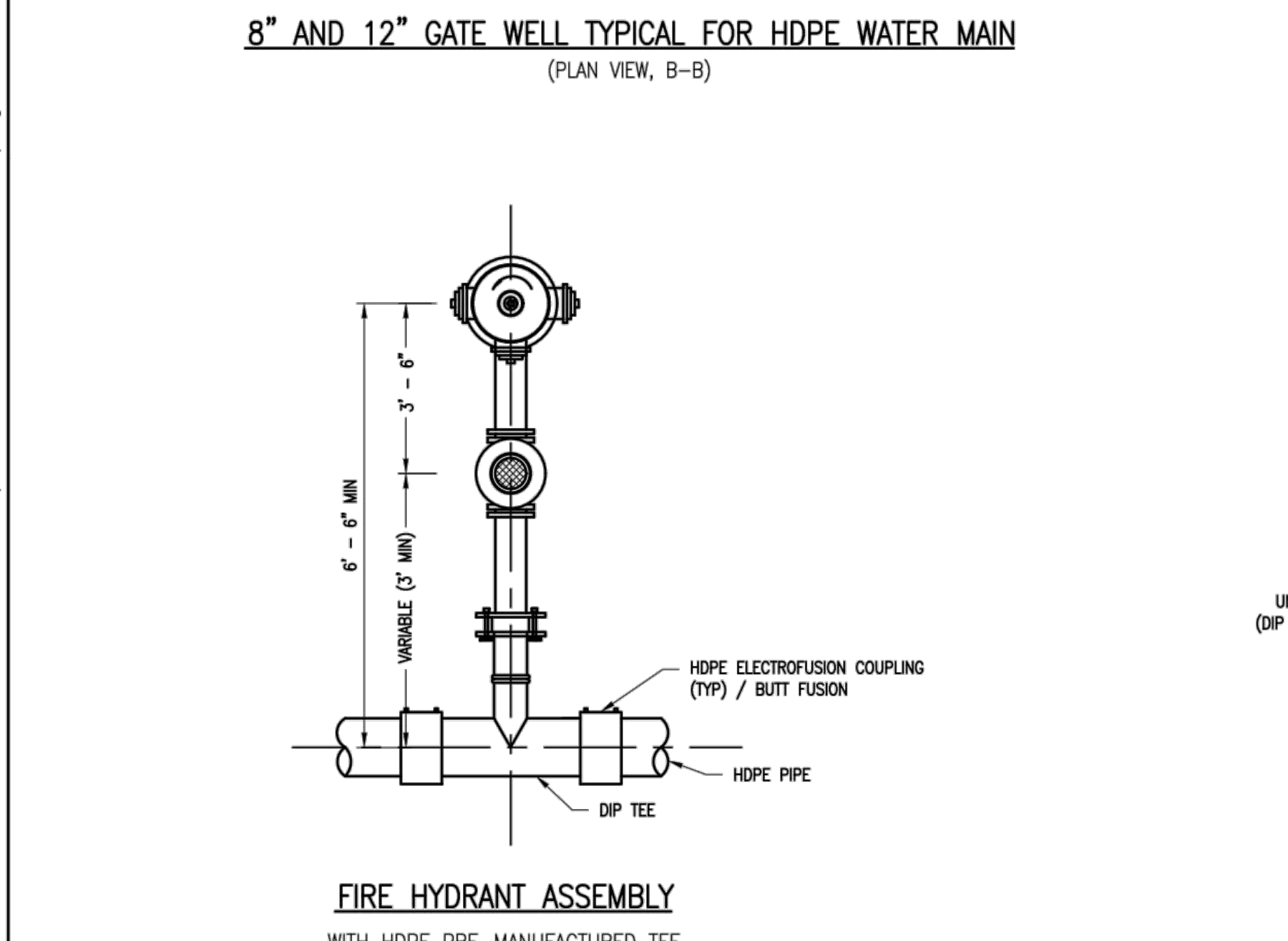
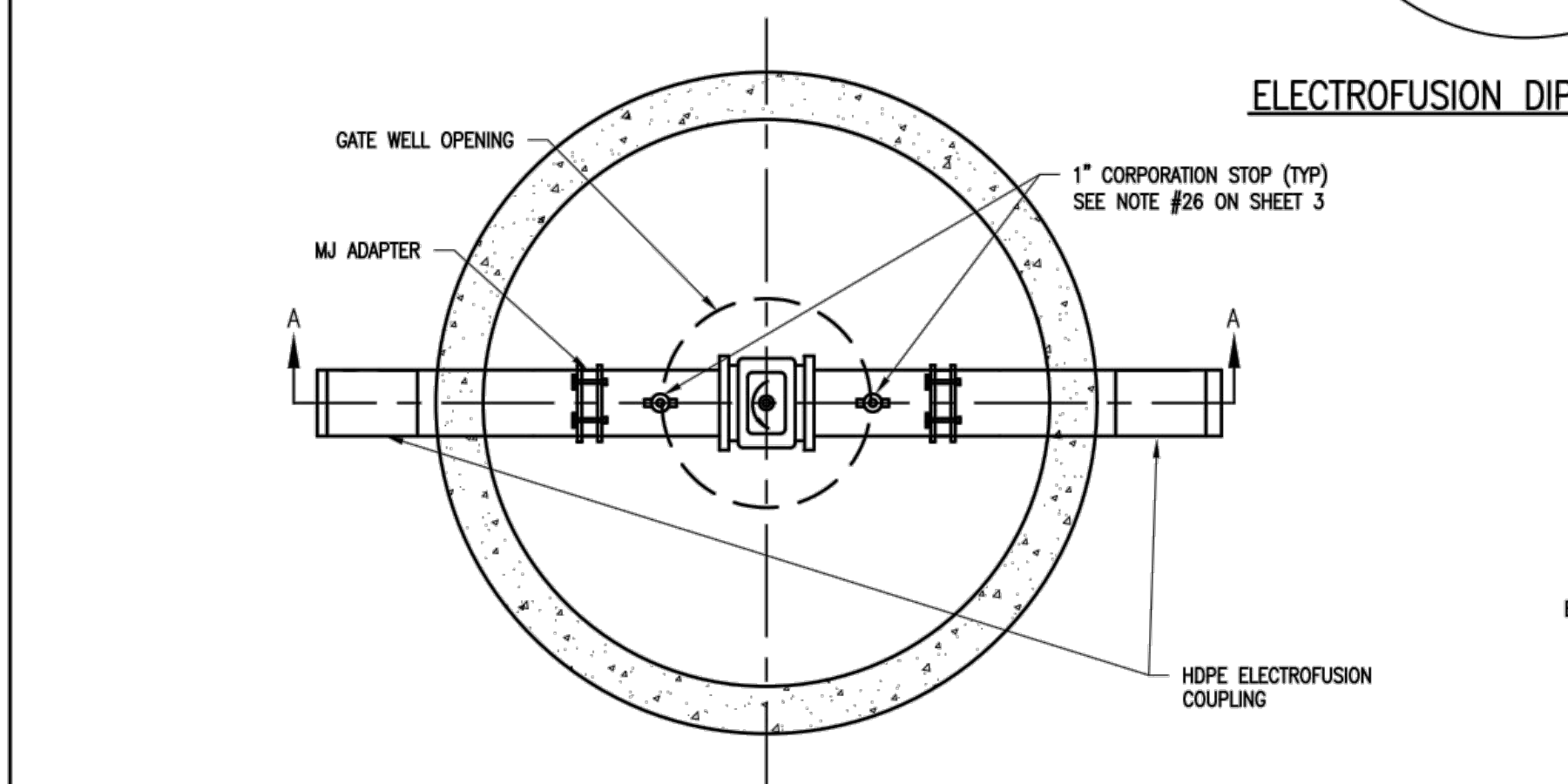
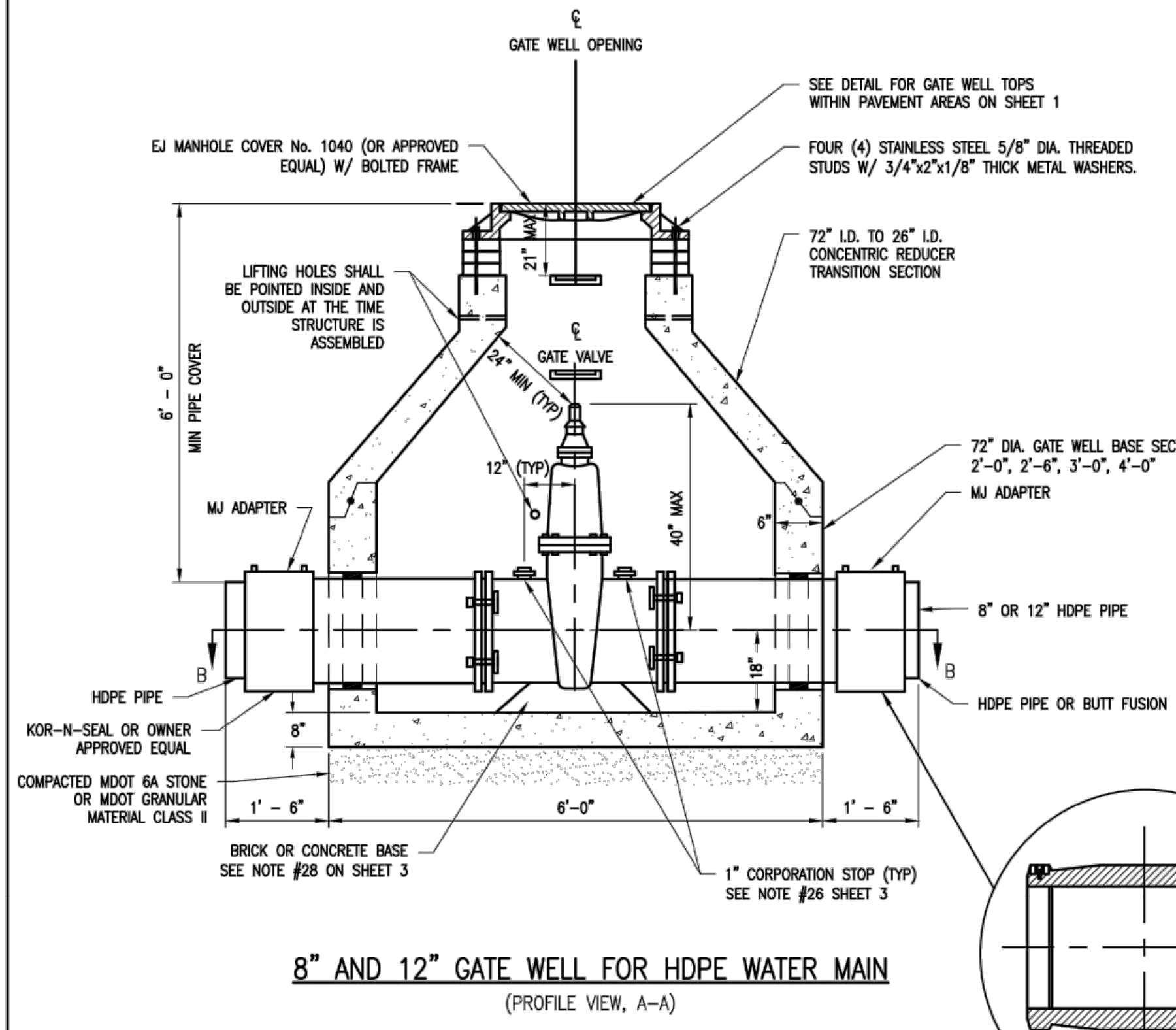
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HIGH-DENSITY POLYETHYLENE (HDPE) WATER MAIN NOTES

In addition to the water main notes listed on sheet 3 of the standard details, the following notes will apply to construction projects using HDPE water main:

- MATERIALS**
- HDPE pipe, appurtenances, and installation methods shall conform to the most current edition of AWWA standard C906.
 - HDPE pipe shall be manufactured out of virgin material as defined in ASTM D3350. The pipe shall be made from high density PE 3408 polyethylene resin and the materials used must be listed and approved for use under NSF/ANSI Standard 14 and 61. HDPE pipe shall have a standard dimension ratio (SDR) of 11 or less, a hydrostatic design basis (HDB) of 1600 psi for water at 73.4°F and a minimum working pressure rating of 160 psi. No work except that obtained from the manufacturer's own production of the same formulation shall be used. The pipe shall be homogeneous throughout and shall be free of visible cracks, holes, foreign materials, blisters, or other deleterious faults. A "Certificate of Compliance" shall be furnished for all materials supplied.
 - The physical appearance of the pipe having deformities such as concentrated ridges, discoloration, excessive spot roughness, pitting, varying wall thickness, etc., shall constitute sufficient basis for rejection. Pipe with gouges, nicks, abrasions or any physical damage that occurred during storage and/or handling which are wider or deeper than 10% of the wall thickness shall not be used and must be removed from the construction site. Any pipe that has been damaged or does not meet the Township's approval shall be replaced at the Contractor's expense.
 - Mechanical fittings used with HDPE pipe shall be specifically designed for or tested and found to be acceptable for use with HDPE by the fitting manufacturer. Mechanical fittings designed for other materials shall not be used.
 - Water service saddles on HDPE water main shall be "VA" Electrofusion Service Saddles by Fritec, Inc. or approved equal.
 - The mechanical joint fittings must conform to outside diameter requirements of ANSI/AWWA C111/A21 or ANSI/AWWA C153/A21.53 depending size. Butt fusion fittings shall meet AWWA C906 dimensional requirements.
 - Bolts, nuts, gaskets, and glands meeting ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 are required. Mechanical joint components shall be installed in accordance with manufacturer's recommendations.
 - Pipe and fittings must be marked as prescribed by AWWA C906 and NSF. Pipe markings shall include nominal size, OD base, dimension ratio, pressure class, working pressure rating, AWWA C906, material code designation PE 3408, manufacturer's name, manufacturer's production code including day, month, year extruded, and manufacturer's plant and extrusion line; and NSF logo. Permanent identification of piping shall be provided by co-extruding longitudinal blue stripes into the outside surface of the pipe (stripes printed or painted shall not be acceptable) or the pipe material shall be black with a blue shot.
- INSTALLATION**
- Directional Drilled Water Main and Bore & Jack Water Main must be provided with two tracer wires. Wire shall be copper, 8-gauge stranded, blue insulated per Township's requirements, or Copperhead Industries #8 AWG Blue Coated solid shot extra strength tracer wire.
 - Personnel trained in the use of butt-fusion equipment shall perform the joining of polyethylene pipe by methods recommended for new pipe connections. Personnel directly involved with installing the new pipe shall have received training in the proper methods for handling and installing the HDPE pipe by a qualified representative and certification of this training shall be provided to the Township.
 - Connections to HDPE pipe shall not be made immediately after the pipe has been installed. The fused pipe should be laid in the trench and be allowed to reach an equilibrium temperature overnight (24-hour period) in its surrounding environment.
 - The HDPE pipe must be properly aligned at all transitions to conventional or HDPE water main and appurtenances.
- TESTING**
- The polyethylene pipe shall be pressure tested after the line and all fittings and valves have been installed. Connections may be left exposed for visual leak inspection. Under no circumstances shall HDPE pipe be pressure tested when the temperature of the pipe is above 80°F.
 - Connection to an existing water main shall be made only after pressure and bacteriological test have been successfully completed. The Township consultant must be present for the test and review the results. Testing and disinfection procedures shall meet the requirements of ANSI/AWWA-C600/C651. The water main shall pass a test of 150 psi for a two (2) hour period. Water loss shall not exceed a rate of 11.65 U.S. gallons per inch diameter per mile of water main in twenty-four (24) hours. Bacteria sample (24) hours back to back.
- PIPE BURSTING PROJECTS**
- The method approved for rehabilitation of existing water mains by pipe bursting and installation of new HDPE pipe is T.T. Technologies GRANDCROCK SYSTEMS, (800-533-2076) or approved equal. All contractors must be licensed to use the particular technology proposed for this work.
 - The pipe-bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the pipe sections into the surrounding soil as it progresses. The bursting unit shall be pneumatic and shall generate enough force to burst and compact the existing pipeline.
 - The Manufacturer's specifications shall dictate what size tool should be used in what diameter pipe, as well as parameters of what size tool for percentage of upset allowed.
 - Prior to construction, the Contractor shall develop and provide to Hartland Township for review and approval a temporary water system plan to supply water services to area residents and businesses during pipe bursting operations. It is anticipated that the temporary system will be fed from existing fire hydrants. The temporary system and hydrants shall have passed bacteriological testing prior to use.
 - All service connections on the existing water main that is to be burst, or will be taken out of service, shall be connected to the temporary water system prior to mainline bursting, disinfection, testing and service reconnection operations. Temporary service connections shall be made at the water service stop box by disconnecting the existing water service and connecting the temporary water line to the stop box.

EQUIVALENT DUCTILE IRON PIPE SIZES (DIPS)		
NOMINAL PIPE SIZE (DIPS)	O.D. SIZE (INCHES)	MIN WALL THICKNESS SDR 11 (160 PSI) (INCHES)
6"	6.90	0.627
8"	9.05	0.823
12"	13.20	1.200
16"	17.40	1.582
20"	21.60	1.964
24"	25.80	2.345



HARTLAND TOWNSHIP | 2655 CLARK ROAD | HARTLAND, MI 48851 | P. (810) 832-7488 | WWW.HARTLANDTWP.COM
 COUNTY: LIVINGSTON COUNTY
 TOWN: OSBORN
 RANGE: 10E
 DATE: FEB 2023
 SCALE: H: N.T.S. V: N.T.S.
 REVISIONS:

HARTLAND TOWNSHIP
 WATER MAIN
 STANDARD DETAILS

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Redwood Hartland Glen Lane P2

Hartland Township, Michigan

DATE: June 06, 2024

Landscape Plans

PROJECT NO. 23051

SHEET INDEX

L1.0	OVERALL REFERENCE PLAN
L1.1	EAST LANDSCAPE PLAN
L1.2	WEST LANDSCAPE PLAN
L1.3	TYPICAL FOUNDATION PLANTING
L1.0	SEED & SOD PLAN
SD1.0	SITE DETAILS

PREPARED FOR



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Independence, Ohio 44131

PREPARED BY



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Suite A
Columbus, Ohio 43235
p 614.255.3399

Cincinnati
20 Village Square
Floor 3
Cincinnati, Ohio 45246
p 614.360.3066

PODdesign.net

VICINITY MAP



NOT TO SCALE



PLANT LIST:						
QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COND.	COMMENTS
DECIDUOUS TREES						
34	AC RU	<i>Acer rubrum</i> 'October Glory'	October Glory Maple	3" cal.	B&B	As Shown
25	AM GR	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6'-7' ht., multistem	B&B	As Shown
27	BE PO	<i>Betula populifolia</i> 'Whitespire'	Whitespire Birch	12' multi-stem	B&B	As Shown
32	CE CA	<i>Cercis canadensis</i>	Eastern Redbud	1.5" cal.	B&B	As Shown
28	GL TR	<i>Gleditsia tricanthos</i> f. <i>inermis</i> 'Skycole'	Skyline Honeylocust	3" cal.	B&B	As Shown
21	LI ST	<i>Liquidambar styraciflua</i>	American Sweetgum	3" cal.	B&B	As Shown
28	MA VI	<i>Magnolia virginiana</i> 'Moonglow'	Moonglow Sweetbay/Magnolia	6'-7' ht., multistem	B&B	As Shown
3	ME GL	<i>Metasequoia glyptostroboides</i>	Dawn Redwood	3" cal.	B&B	As Shown
56	PL AC	<i>Platanus x acerfolia</i> 'Exclamation!'	Exclamation! London Planetree	3" cal.	B&B	As Shown
22	QU AL	<i>Quercus alba</i>	White Oak	3" cal.	B&B	As Shown
24	TA DI	<i>Taxodium distichum</i>	Bald Cypress	3" cal.	B&B	As Shown
35	TI AM	<i>Tilia americana</i> 'Redmond'	Redmond Linden	3" cal.	B&B	As Shown
13	UL PA	<i>Ulmus parvifolia</i>	Lacebark Elm	3" cal.	B&B	As Shown
EVERGREEN TREES						
62	JU VI	<i>Juniperus virginiana</i>	Eastern Red Cedar	8' ht.	B&B	As Shown
33	PI AB	<i>Picea abies</i>	Norway Spruce	8' ht.	B&B	As Shown
62	PI GL	<i>Picea glauca</i> 'Densata'	Black Hills Spruce	8' ht.	B&B	As Shown
36	PI ST	<i>Pinus strobus</i>	Eastern White Pine	8' ht.	B&B	As Shown
SHRUBS						
14	IL GL	<i>Ilex glabra</i> 'Densa'	Dense Compact Inkberry	24" ht.	Cont.	As Shown
7	VI JU	<i>Viburnum x juddii</i>	Judd Viburnum	36" ht.	Cont.	As Shown
PERENNIALS AND ORNAMENTAL GRASSES						
18	PE HA	<i>Pennisetum a.</i> 'Hameln'	Dwarf Fountain Grass	#1	cont.	As Shown

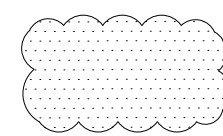

Plant substitutions may be permitted depending on plant availability. Any substitutions must be approved by landscape architect and Redwood Development.

ZONING REQUIREMENTS

H iv. DETENTION/RETENTION AREAS SHALL HAVE A MINIMUM OF ONE CANOPY OR EVERGREEN TREE WITH TEN MEDIUM SHRUBS, OR SIX LARGE SHRUBS OR SIX ORNAMENTAL TREES FOR EVERY 50 LF OF POND PERIMETER.

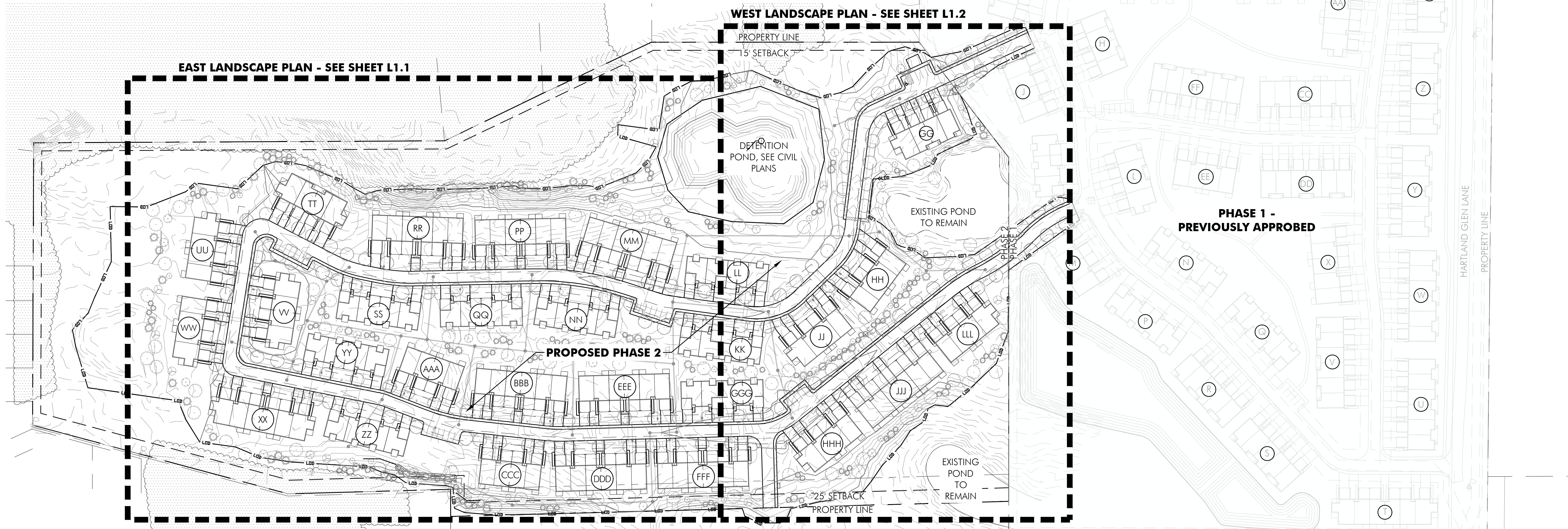
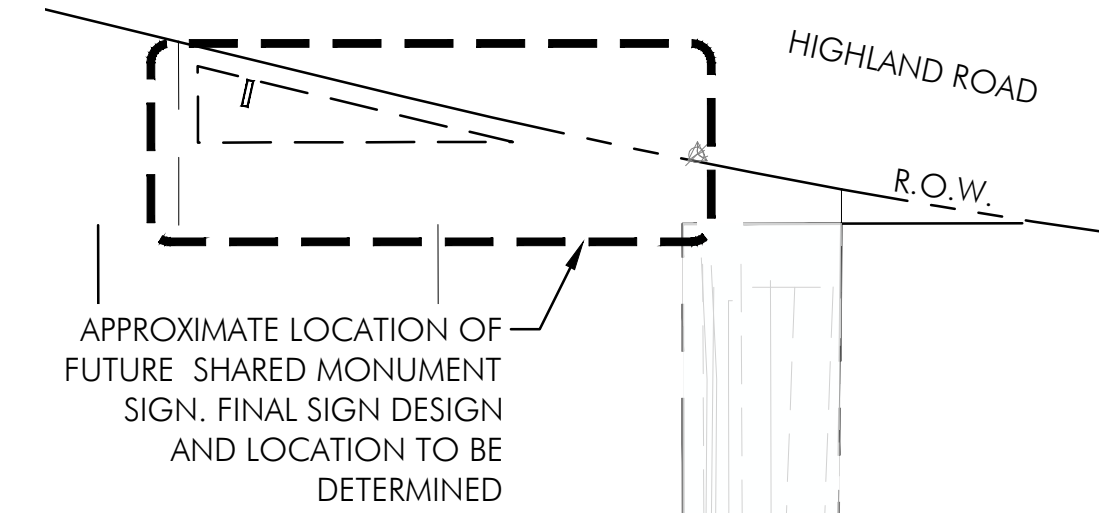
POND PERIMETER: 905 LF
 REQUIRED: 905 / 50 = 18 CANOPY OR EVERGREEN TREES
 PROVIDED: 8 CANOPY TREES, 17 EVERGREEN TREES, & 13 ORNAMENTAL TREE

LEGEND

-  EXISTING TREES TO REMAIN
-  LIMITS OF DISTURBANCE

PLANT INSTALLATION NOTES

- CONTRACTOR SHALL VERIFY WITH THE OWNER AND UTILITY COMPANIES THE LOCATIONS OF THE EXISTING UTILITIES PRIOR TO STARTING WORK. CALL THE MICHIGAN UTILITIES PROTECTION SERVICE AT (800) 482-7171. CONTRACTOR TO REPAIR ALL DAMAGES TO EXISTING UTILITIES, CURBS, PAVEMENTS, ETC. RESULTING FROM LANDSCAPE INSTALLATIONS WHICH OCCUR DURING THE CONSTRUCTION OF THE PROJECT.
- PLANT MATERIAL SHALL BE FURNISHED IN THE QUANTITIES AND/OR SPACING AS SHOWN OR NOTED. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN SHALL DICTATE.
- CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL SITE ELEMENTS AND IMMEDIATELY INFORM THE OWNER AND DESIGN CONSULTANT OF ANY DISCREPANCY BETWEEN THE DRAWINGS AND/OR SPECIFICATIONS AND ACTUAL CONDITIONS. NO WORK SHALL BE DONE IN ANY AREA WHERE THERE IS A DISCREPANCY WITHOUT OWNER'S APPROVAL.
- CONTACT THE OWNER TO REQUEST ELECTRONIC FILES FOR LAYOUT AND STAKING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADING IN THE PROJECT REQUIRED TO PROVIDE A PROPER SEED, SOD AND PLANTING BED.
- CONTRACTOR SHALL PROVIDE THE FOLLOWING SOIL AMENDMENTS:
 SOIL AMENDMENT: TOP GRADE SITE MANAGEMENT CONTRACTORS COMPOST (OR EQUAL)
 3407 58TH STREET
 HAMILTON, MI 49419
 269-751-8898
 PERENNIAL BED AREAS: SPREAD 3" OF ORGANIC COMPOST OVER NEW LANDSCAPE AREAS AND INCORPORATE INTO THE TOP 8" OF THE SOIL BY MECHANICAL TILLER.
 TREES AND SHRUBS: MIX 30% ORGANIC COMPOST TO 70% EXISTING SOIL FROM PLANT PIT EXCAVATION. IF EXCAVATED SOIL IS NOT SUITABLE, SUPPLEMENT WITH IMPORTED TOPSOIL.
- IN THE EVENT THE SOIL IS CLAY BASED, THE PLANTS SHOULD BE PLANTED WITH AMENDED TOPSOIL PER SPECIFICATIONS STATED HERE WITHIN. ANY EXCESS CLAY MATERIAL SHALL BE RELOCATED ELSEWHERE ON SITE AND NOT PLACED ADJACENT TO ANY BUILDING FOUNDATION. POSITIVE DRAINAGE AWAY FROM THE BUILDING FOUNDATION MUST BE MAINTAINED.
- ALL PLANT MATERIAL TO MEET OR EXCEED AMERICAN STANDARD FOR NURSERY STOCK, 2014 EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL PLANT MATERIALS SUBJECT TO INSPECTION PRIOR, DURING AND AFTER INSTALLATION. ANY PLANT NOT MEETING THE REQUIREMENTS WILL BE CAUSE FOR REJECTION BY THE OWNER. ALL REJECTED PLANTS SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR AND THE REPLACEMENT MATERIAL SHALL BE PROVIDED.
- ALL SUBSTITUTIONS AND PLANT CHANGES MUST BE APPROVED BY THE OWNER AND DESIGN CONSULTANT PRIOR TO ANY ACTION TAKEN. TREES SHALL BE PROTECTED AND HANDLED CAREFULLY AT ALL TIMES DURING TRANSPORT & HANDLING TO PREVENT DRYING OF TREE OR ROOT BALL BY WINDS AND TO PREVENT ANY DAMAGE OR BREAKAGE OF THE ROOT BALL. BARK SHALL BE PROTECTED FROM BRUISING OR ABRASION.
- WATER TREES IMMEDIATELY AFTER PLANTING AND CONTINUE TO WATER UNTIL FINAL ACCEPTANCE BY THE OWNER. USE OF 'GATOR BAGS' (OR EQUAL) IN NON-IRRIGATED AREAS IS ACCEPTABLE AND SHOULD BE CHECKED/FILLED WEEKLY.
- PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY OWNER AND DESIGN CONSULTANT BY PRIOR TO PLANT INSTALLATION.
- BED LINE TO BE 18" FROM BASE OF PLANT MATERIAL UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- ALL SHRUB AND BED AREAS, EXCEPT AT PROJECT ENTRY TO BE MULCHED WITH 3" DEPTH MIN. NO. 34 WASHED RIVERROCK OVER WEED BARRIER FABRIC. DECIDUOUS TREES IN LAWN AREAS SHALL BE MULCHED WITH A 3" DIAMETER TREE RING USING 3" SHREDDED HARDWOOD BARK MULCH. DO NOT MOUND MULCH AROUND TREE ROOT COLLAR. SUBMIT SAMPLE TO OWNER FOR APPROVAL.
- ALL AREAS OUTSIDE OF PLANTING BEDS SHALL BE SODDED AS SHOWN AND NOTED.
- ALL SEEDED AREAS TO BE INSTALLED WITH HYDROSEED MIXTURE PER SEED SUPPLIER AND MANUFACTURERS SPECIFICATIONS.
- ALL SLOPES IN EXCESS OF 3:1 (H:V) TO BE HYDROSEEDED AND MATTED WITH NAG S75 MINIMUM WITH ROLLS ORIENTED DOWN SLOPE AND STAKED TO MANUFACTURERS RECOMMENDATIONS.
- FINISHED TURF (SOD) TO BE FLUSH WITH TOP OF ADJACENT CURB OR WALK. COORDINATE WITH OWNER IN FIELD AS REQUIRED.
- THE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS AND GROUND COVERS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE. REPLACE MATERIAL WITHIN SEVEN (7) DAYS OF NOTIFICATION OF THE OWNER.
- PERFORM CLEANING DURING INSTALLATION OF LANDSCAPE WORK AND UPON COMPLETION. REMOVE FROM SITE ALL EXCESS LANDSCAPE RELATED MATERIAL, SOIL DEBRIS AND EQUIPMENT. REPAIR DAMAGE RESULTING FROM LANDSCAPING OPERATIONS. SWEEP AND HOSE DOWN PAVED SURFACES AFFECTED BY LANDSCAPING OPERATIONS. ALL HARD SURFACES INCLUDING BUILDINGS, PAVEMENTS, SIGNS, A/C UNITS AND FENCES SHALL HAVE HYDROSEED OVERSPRAY REMOVED BY LANDSCAPE CONTRACTOR AS PART OF THEIR CLEANUP. COORDINATE WITH OWNER AND OTHER CONTRACTORS FOR FINAL CLEANUP PRIOR TO CLEANING.
- MAINTENANCE: THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE COMPLETED LANDSCAPE AND IRRIGATION SYSTEMS UNTIL THE DATE OF FINAL ACCEPTANCE.
 - MOWING - MINIMUM ONCE PER WEEK.
 - TRIMMING - SHRUBS, TREES, AND GROUND COVERS MINIMUM TWO TIMES PER YEAR OR AS REQUIRED.
 - FERTILIZING - APPLY FERTILIZER AT A RATE EQUAL TO 1 LB. OF ACTUAL NITROGEN/1000 S.F. IN THE SPRING AND FALL TO ALL TURF AND PLANTINGS.
 - BED EDGING - EDGE ALL BEDS BY HAND, SPADE AT LEAST TWO TIMES PER YEAR AND TOP-MULCH AS NEEDED WITH NO. 34 RIVER STONE IN FALL AND SPRING.



Overall Reference Plan
 SCALE: 1" = 100'



Columbus
 100 Northwoods Blvd, Ste A
 Columbus, Ohio 43235
 p 614.255.3399

Cincinnati
 20 Village Square
 Floor 3
 Cincinnati, Ohio 45246
 p 614.360.3066

PODdesign.net

Project Name

Redwood Hartland MI

Hartland Township, MI



Prepared For

Redwood Living
 7007 East Pleasant Valley Road
 Independence, OH 44131

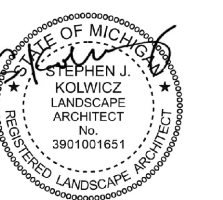
Project Info

Project # 23051
 Date 06/06/2024
 By SO, TF
 Scale As Noted

Revisions

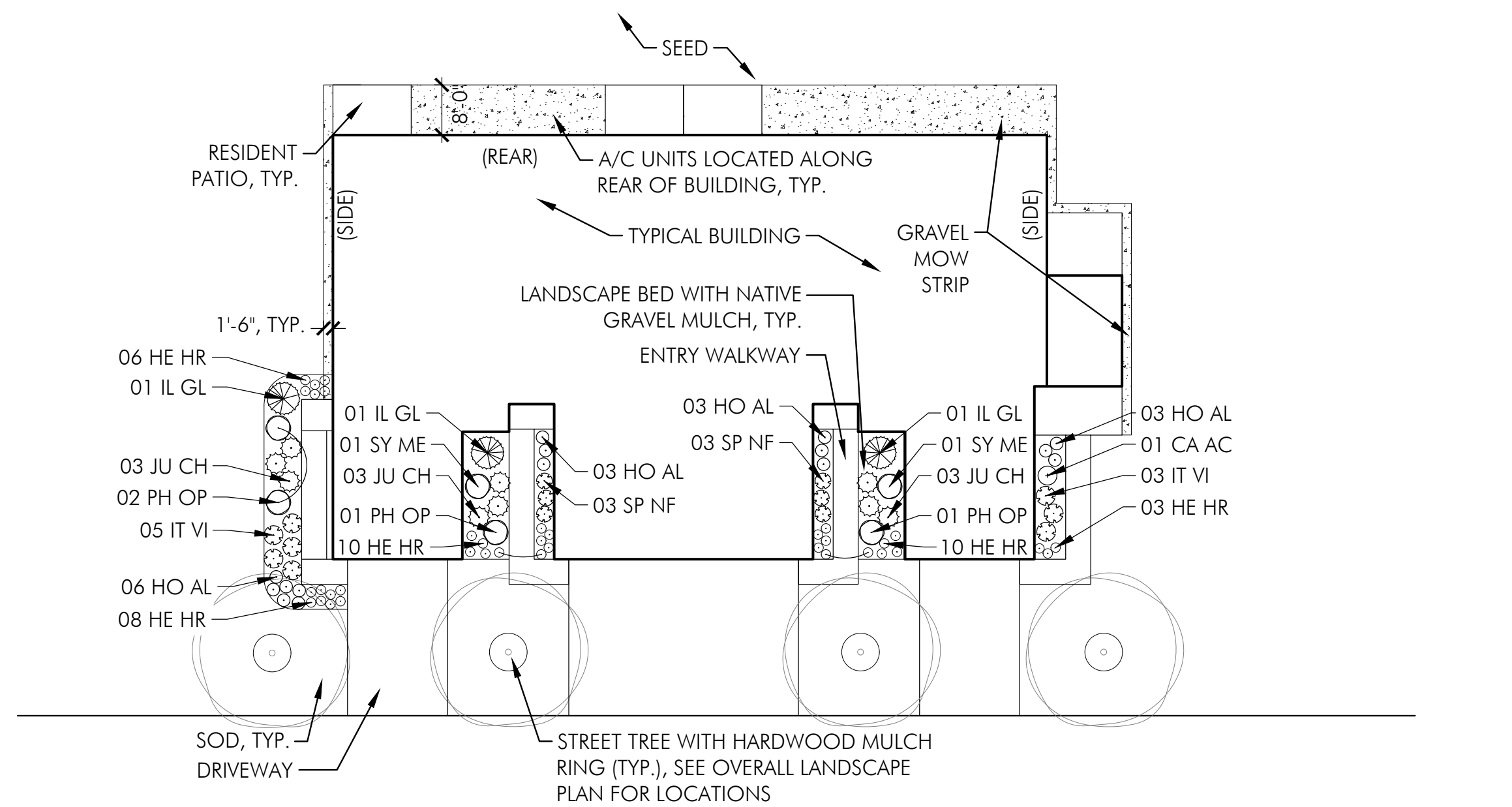
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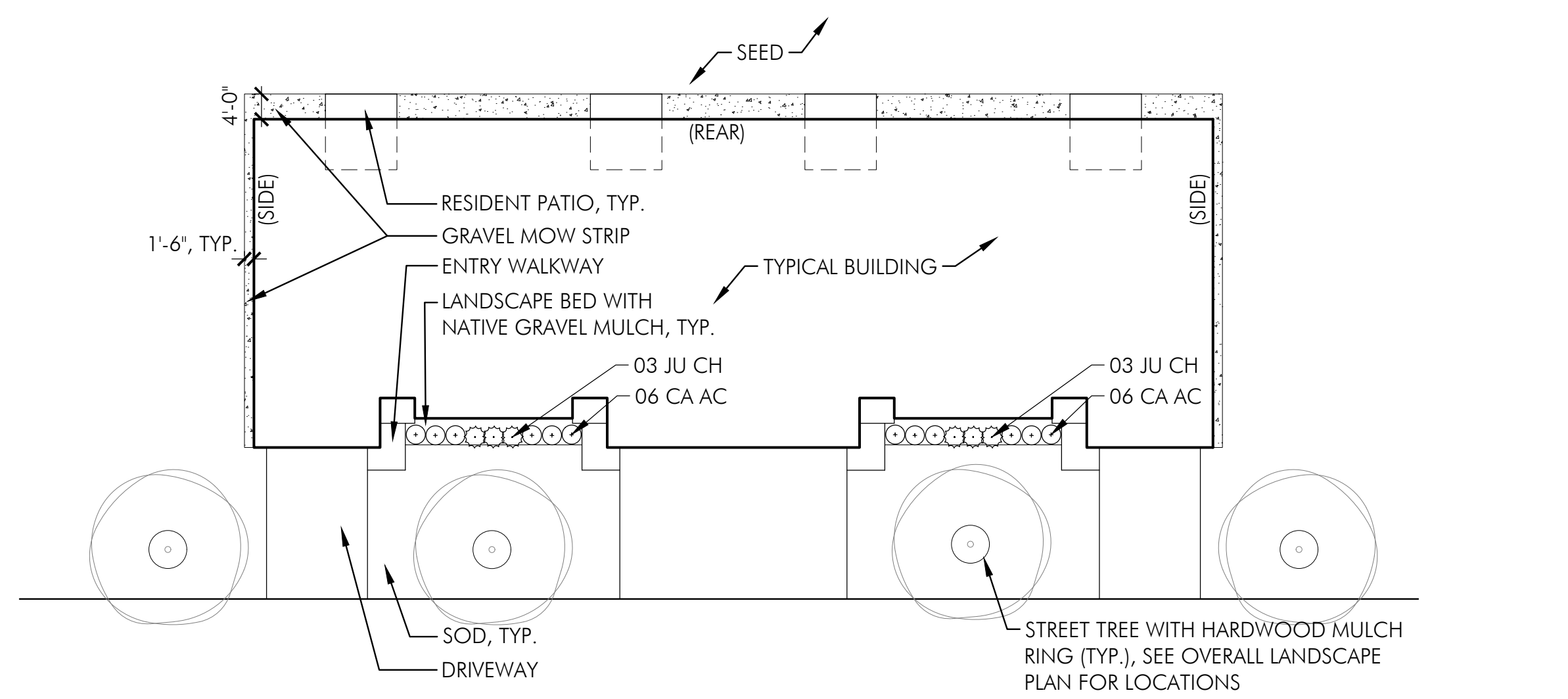


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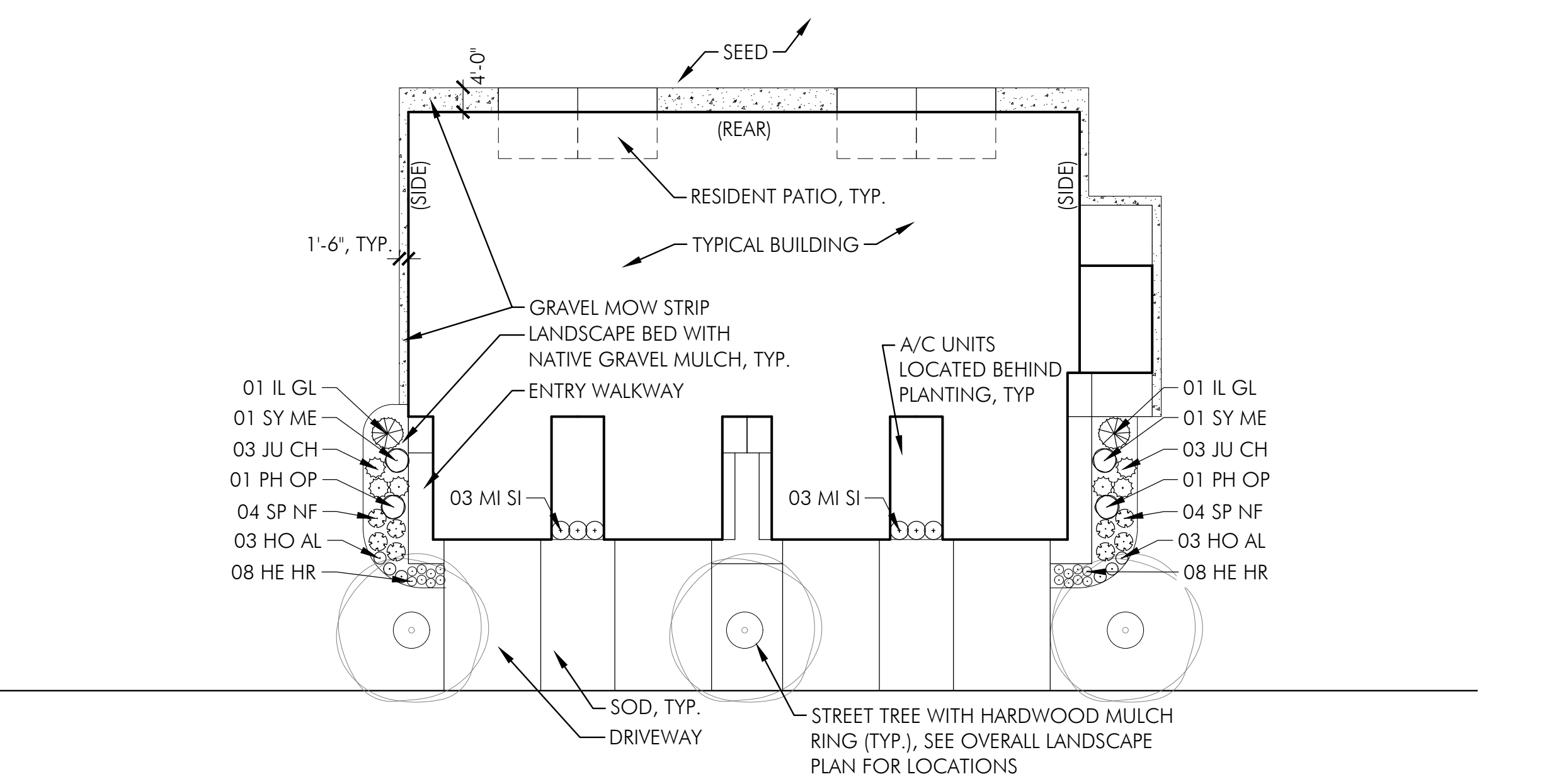
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1 Meadowood/Forestwood/Capewood Foundation Planting - Buildings: HH, JJ, MM, PP, RR, UU, VV, WW, XX, AAA, BBB, CCC, DDD, EEE, FFF, HHH, JJJ, & LLL
SCALE: 1" = 20'



2 Willowood Foundation Planting - Buildings: KK, LL, NN, QQ, SS, YY, ZZ, & GGG
SCALE: 1" = 20'



3 Breezewood Foundation Planting - Buildings: GG & TT
SCALE: 1" = 20'

PLANT LIST: MEADOWOOD/FORESTWOOD/CAPEWOOD BUILDING - 4 UNIT						
QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING
SHRUBS						
3	IL GL	<i>Ilex glabra</i> 'Densa'	Densa Compact Inkberry	18" hgt.	Cont.	As Shown
8	IT VI	<i>Itea virginiana</i>	Virginia Sweetspire	18" hgt.	Cont.	As Shown
9	JU CH	<i>Juniperus chinensis</i> 'Nicks Compact'	Nicks Compact Juniper	18" hgt.	Cont.	As Shown
4	PH OP	<i>Physocarpus opulifolius</i> 'Little Devil'	Little Devil Ninebark	18" hgt.	Cont.	As Shown
6	SP NF	<i>Spiraea</i> x 'Neon Flash'	Neon Flash Spirea	18" hgt.	Cont.	As Shown
2	SY ME	<i>Syringa meyeri</i>	Palabin Lilac	30" hgt.	Cont.	As Shown
PERENNIALS & ORNAMENTAL GRASSES						
1	CA AC	<i>Calamagrostis</i> x <i>acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	2 gal.	Cont.	As Shown
37	HE HR	<i>Hemerocallis</i> 'Happy Returns'	Happy Returns Daylily	1 gal.	Cont.	As Shown
15	HO AL	<i>Hosta</i> 'Fortunei Albamarginata'	Variiegated Hosta	1 gal.	Cont.	As Shown

**Plant substitutions may be permitted depending on plant availability. Any substitutions must be approved by Redwood and landscape architect

PLANT LIST: WILLOWOOD BUILDING - 4 UNIT						
QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING
SHRUBS						
6	JU CH	<i>Juniperus chinensis</i> 'Nicks Compact'	Nicks Compact Juniper	18" hgt.	Cont.	As Shown
PERENNIALS & ORNAMENTAL GRASSES						
12	CA AC	<i>Calamagrostis</i> x <i>acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	2 gal.	Cont.	As Shown

**Plant substitutions may be permitted depending on plant availability. Any substitutions must be approved by Redwood and landscape architect

PLANT LIST: BREEZEWOOD BUILDING W/ SUNROOM - 4 UNIT						
QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING
SHRUBS						
2	IL GL	<i>Ilex glabra</i> 'Densa'	Densa Compact Inkberry	18" hgt.	Cont.	As Shown
6	JU CH	<i>Juniperus chinensis</i> 'Nicks Compact'	Nicks Compact Juniper	18" hgt.	Cont.	As Shown
2	PH OP	<i>Physocarpus opulifolius</i> 'Little Devil'	Little Devil Ninebark	18" hgt.	Cont.	As Shown
8	SP NF	<i>Spiraea</i> x 'Neon Flash'	Neon Flash Spirea	18" hgt.	Cont.	As Shown
2	SY ME	<i>Syringa meyeri</i>	Palabin Lilac	30" hgt.	Cont.	As Shown
PERENNIALS & ORNAMENTAL GRASSES						
16	HE HR	<i>Hemerocallis</i> 'Happy Returns'	Happy Returns Daylily	1 gal.	Cont.	As Shown
6	HO AL	<i>Hosta</i> 'Albomarginata'	'Albomarginata' Hosta	1 gal.	Cont.	As Shown
6	MI SI	<i>Miscanthus sinensis</i> 'Gracillimus'	Maiden Grass	1 gal.	Cont.	As Shown

**Plant substitutions may be permitted depending on plant availability. Any substitutions must be approved by Redwood and landscape architect



Columbus
100 Northwoods Blvd, Ste A
Columbus, Ohio 43235
p 614.255.3399

Cincinnati
20 Village Square
Floor 3
Cincinnati, Ohio 45246
p 614.360.3066

PODdesign.net

Project Name
Redwood Hartland MI
Hartland Township, MI



Prepared For
Redwood Living
7007 East Pleasant Valley Road
Independence, OH 44131

Project Info
Project # 23051
Date 06/06/2024
By SO, TF
Scale As Noted

Revisions

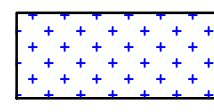
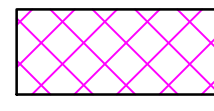

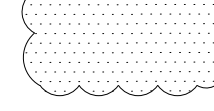
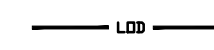
Sheet Title
TYPICAL FOUNDATION PLANTING



Sheet #

L1.3

LEGEND

-  SEED (LOW MOW/NO MOW) AREA - SEE DETAILS THIS SHEET ±150,750 sf (±3.5 ac)
-  SEED (TURF) AREA ±229,900 sf (±5.3 ac)
-  SOD AREA ±94,140 sf (±2.2 ac)
-  EXISTING TREES TO REMAIN
-  LIMITS OF DISTURBANCE

SPECIFICATIONS

- SOD**
- SOD SPECIFICATIONS TO BE PROVIDED FOR OWNER APPROVAL PRIOR TO INSTALLATION
- SEED (TURF)**
- SEED SPECIFICATIONS TO BE PROVIDED FOR OWNER APPROVAL PRIOR TO INSTALLATION

LOW MOW / NO MOW SEED (SEE TABLE THIS SHEET)

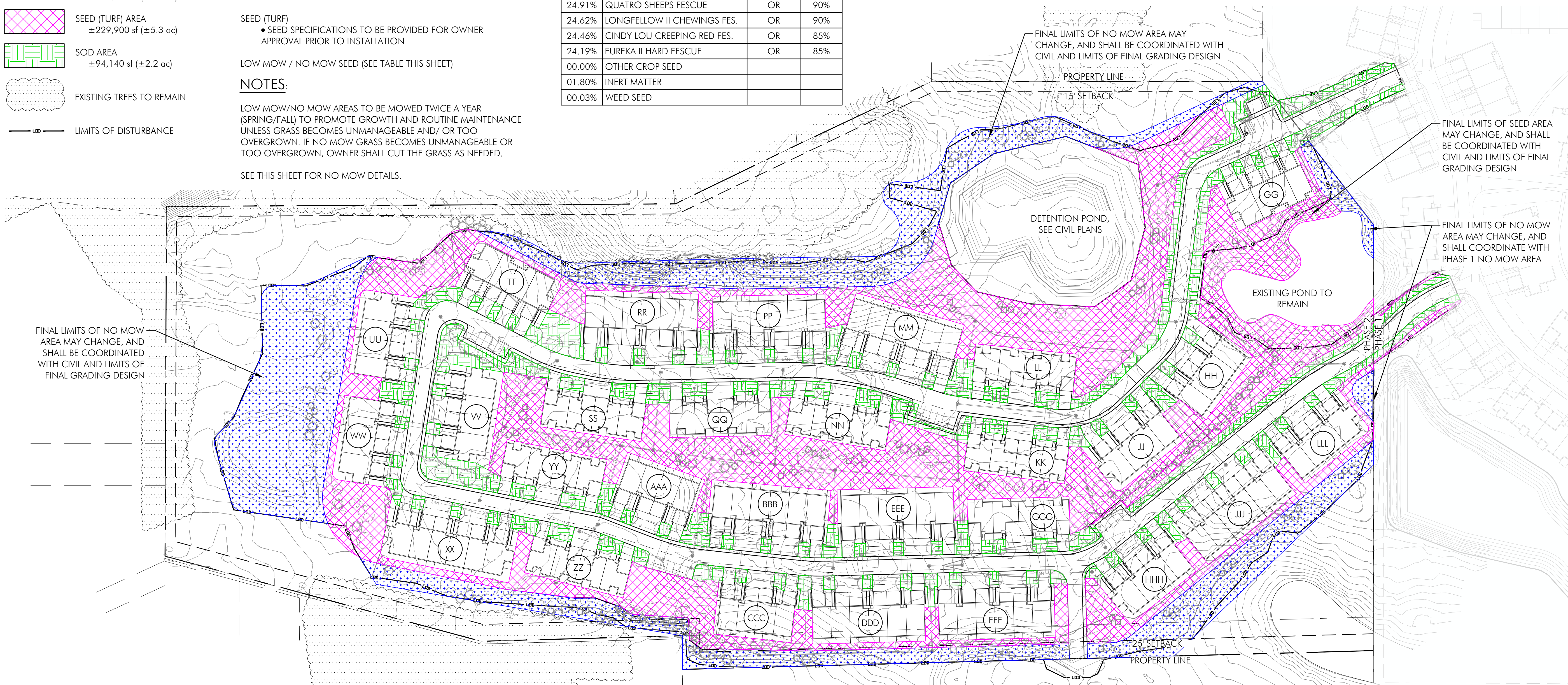
NOTES:

LOW MOW/NO MOW AREAS TO BE MOWED TWICE A YEAR (SPRING/FALL) TO PROMOTE GROWTH AND ROUTINE MAINTENANCE UNLESS GRASS BECOMES UNMANAGEABLE AND/ OR TOO OVERGROWN. IF NO MOW GRASS BECOMES UNMANAGEABLE OR TOO OVERGROWN, OWNER SHALL CUT THE GRASS AS NEEDED.

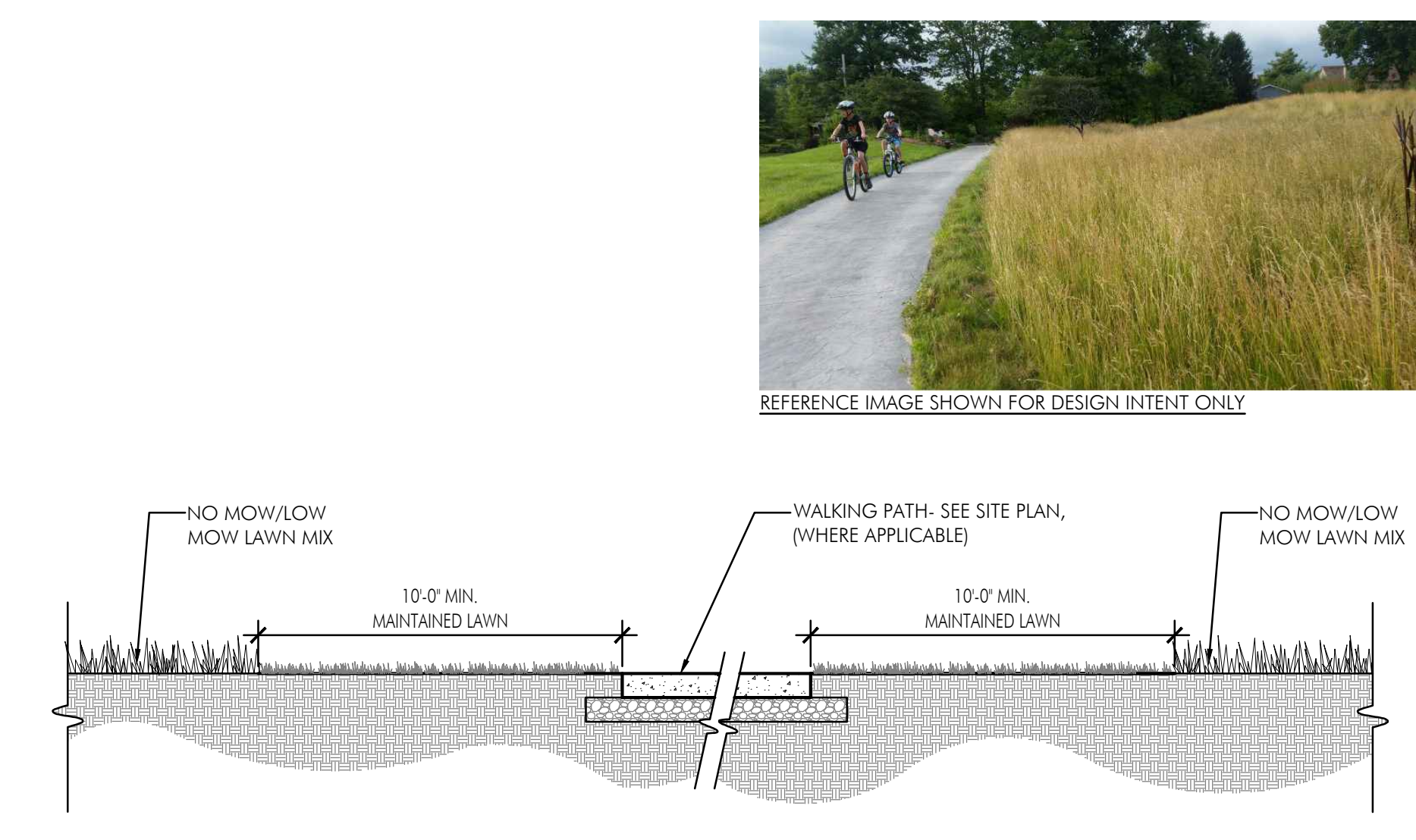
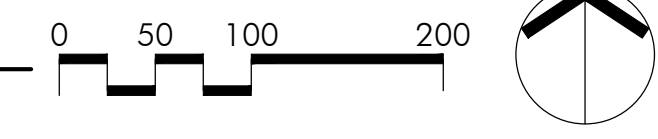
SEE THIS SHEET FOR NO MOW DETAILS.

NO MOW / LOW MOW SEED MIX

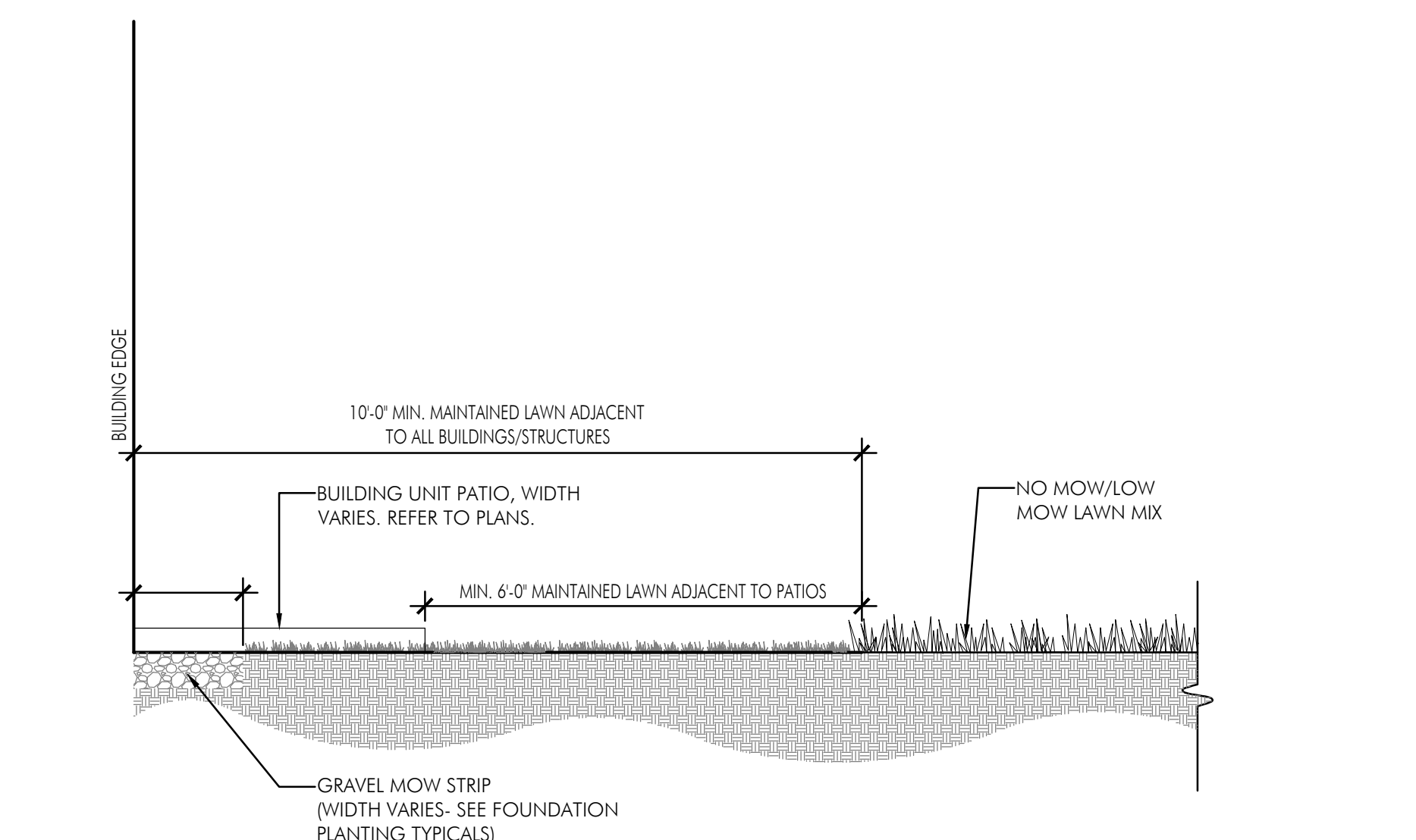
% PURE	SEED VARIETY	ORIGIN	GERM
24.91%	QUATRO SHEEPS FESCUE	OR	90%
24.62%	LONGFELLOW II CHEWINGS FES.	OR	90%
24.46%	CINDY LOU CREEPING RED FES.	OR	85%
24.19%	EUREKA II HARD FESCUE	OR	85%
00.00%	OTHER CROP SEED		
01.80%	INERT MATTER		
00.03%	WEED SEED		



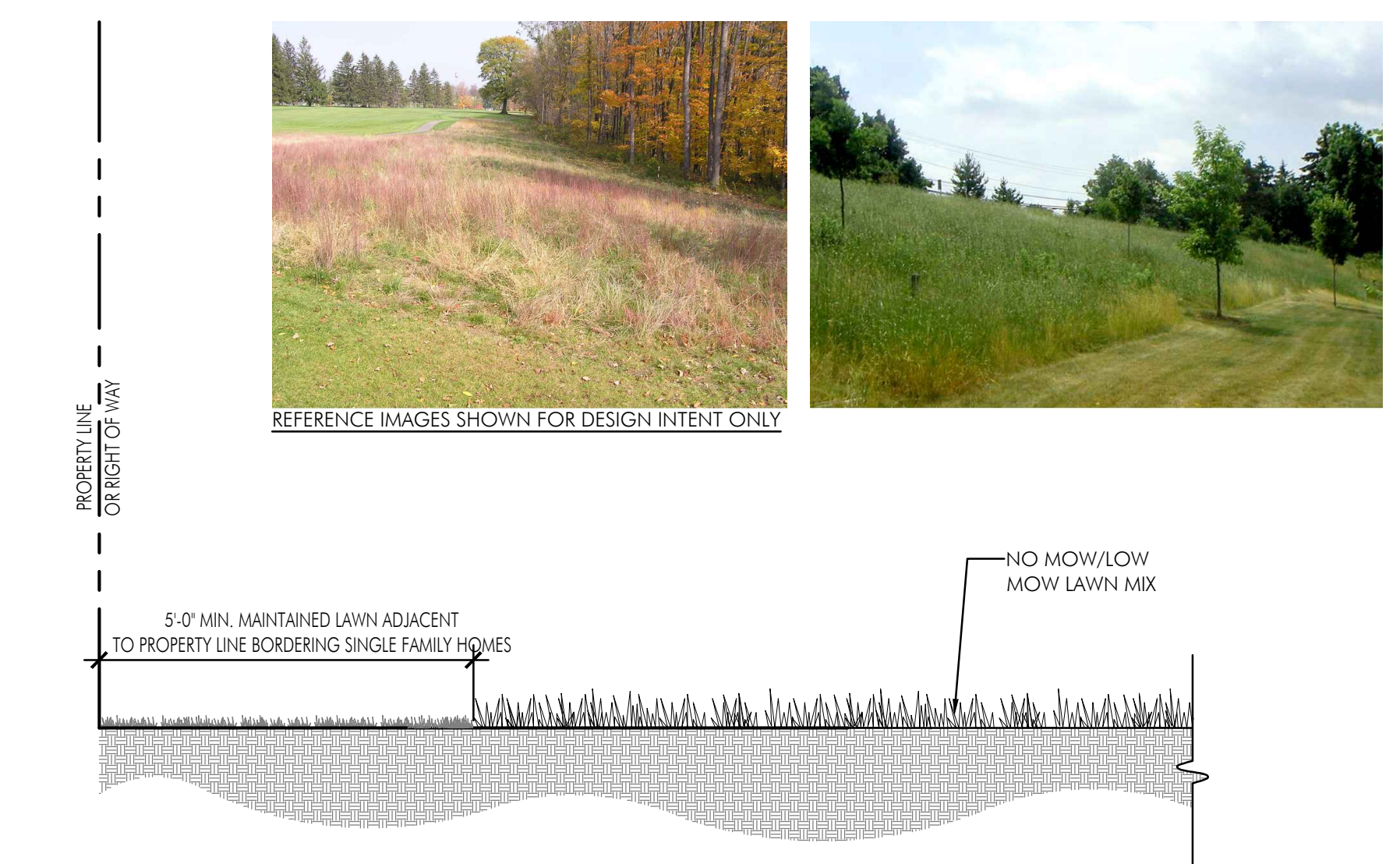
1 Seed & Sod Plan
SCALE: 1" = 100'



2 Typical Low Mow/No Mow Lawn Adjacent to Walking Paths/Sidewalks
1/2" = 1'-0"



3 Typical Low Mow/No Mow Lawn Treatment Adjacent to Buildings/Structures
1/2" = 1'-0"



4 Typical Low Mow/No Mow Lawn Treatment Adjacent to Property Line or ROW
1/2" = 1'-0"



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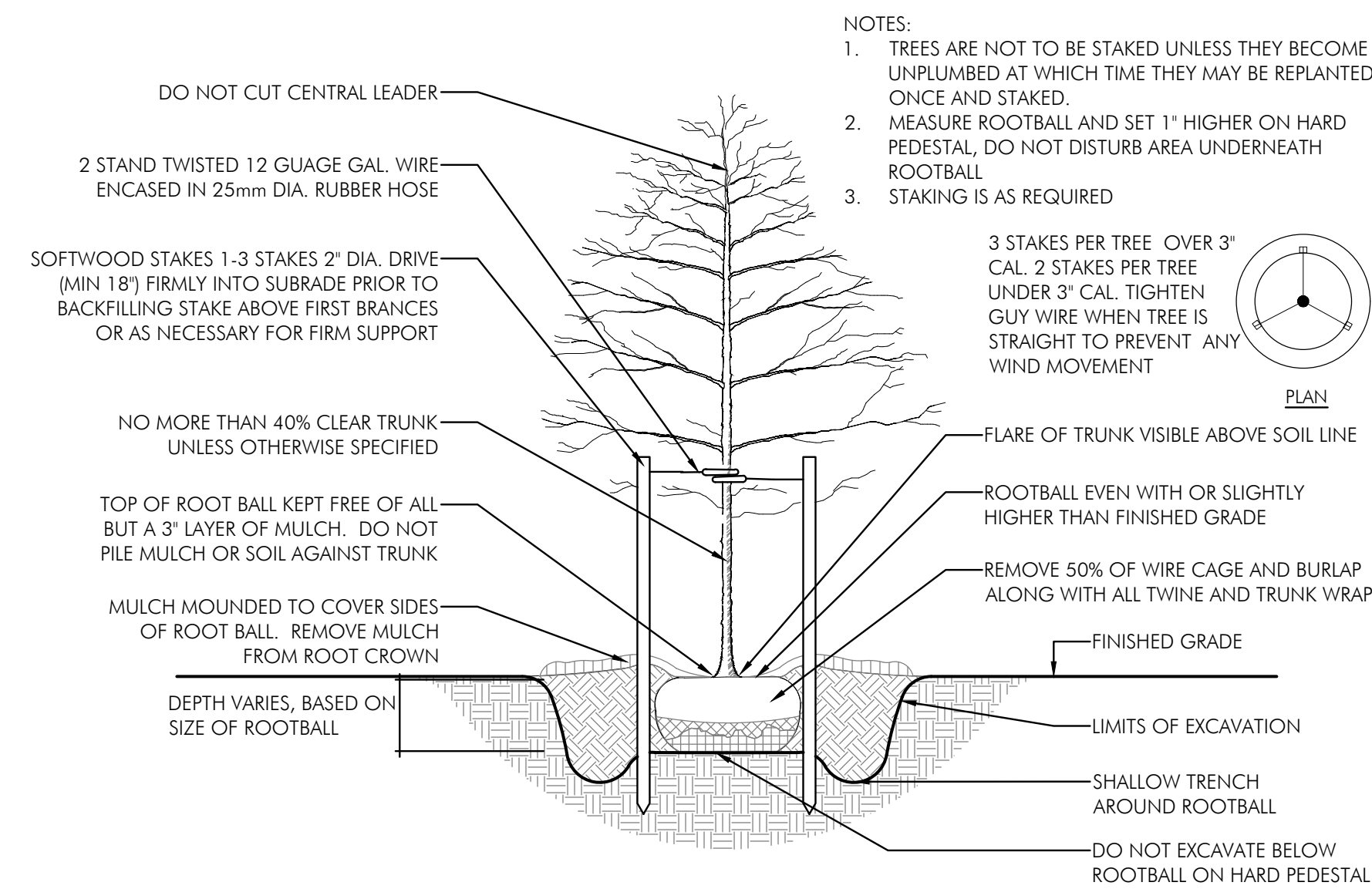
Revisions

Sheet Title
SEED & SOD PLAN



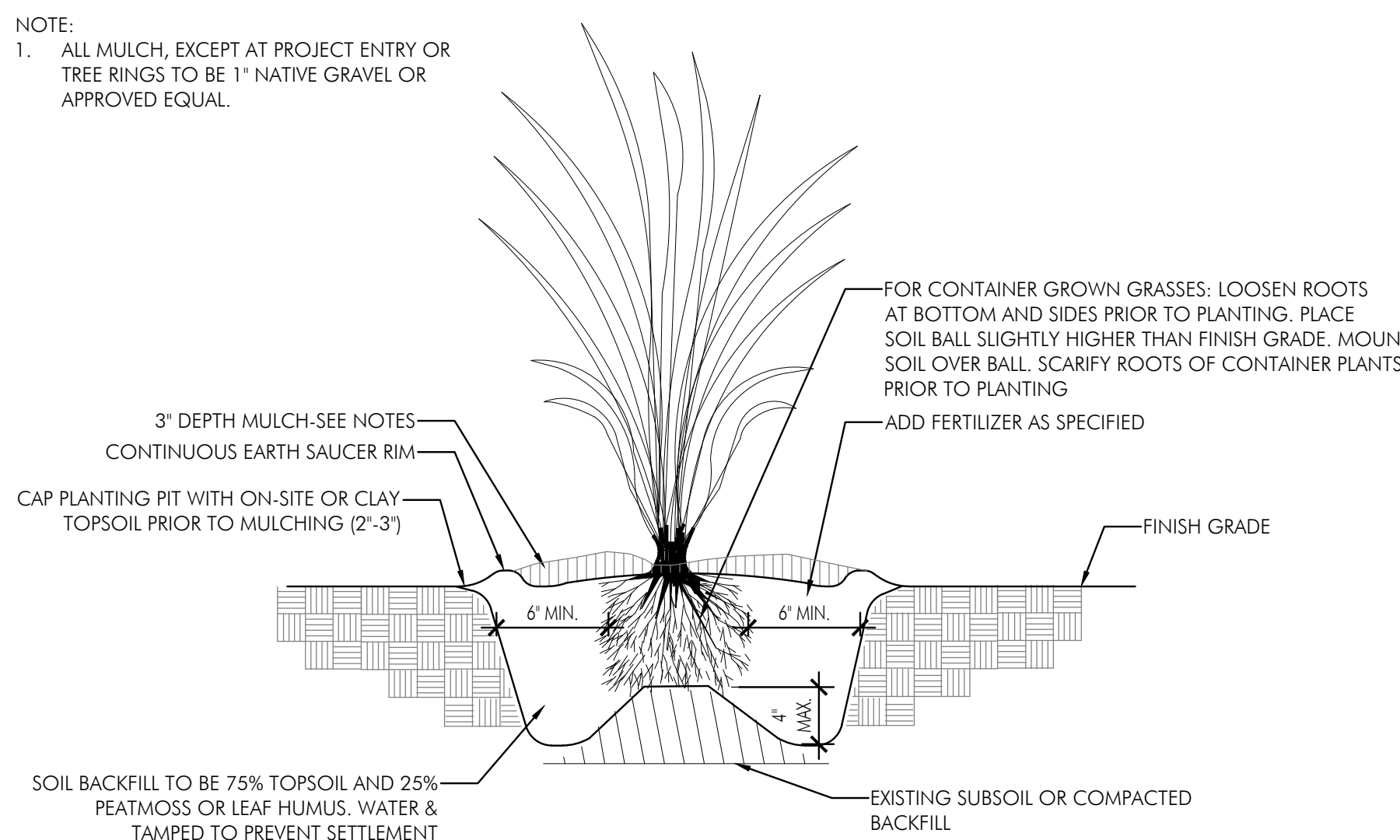
Sheet #

L2.0

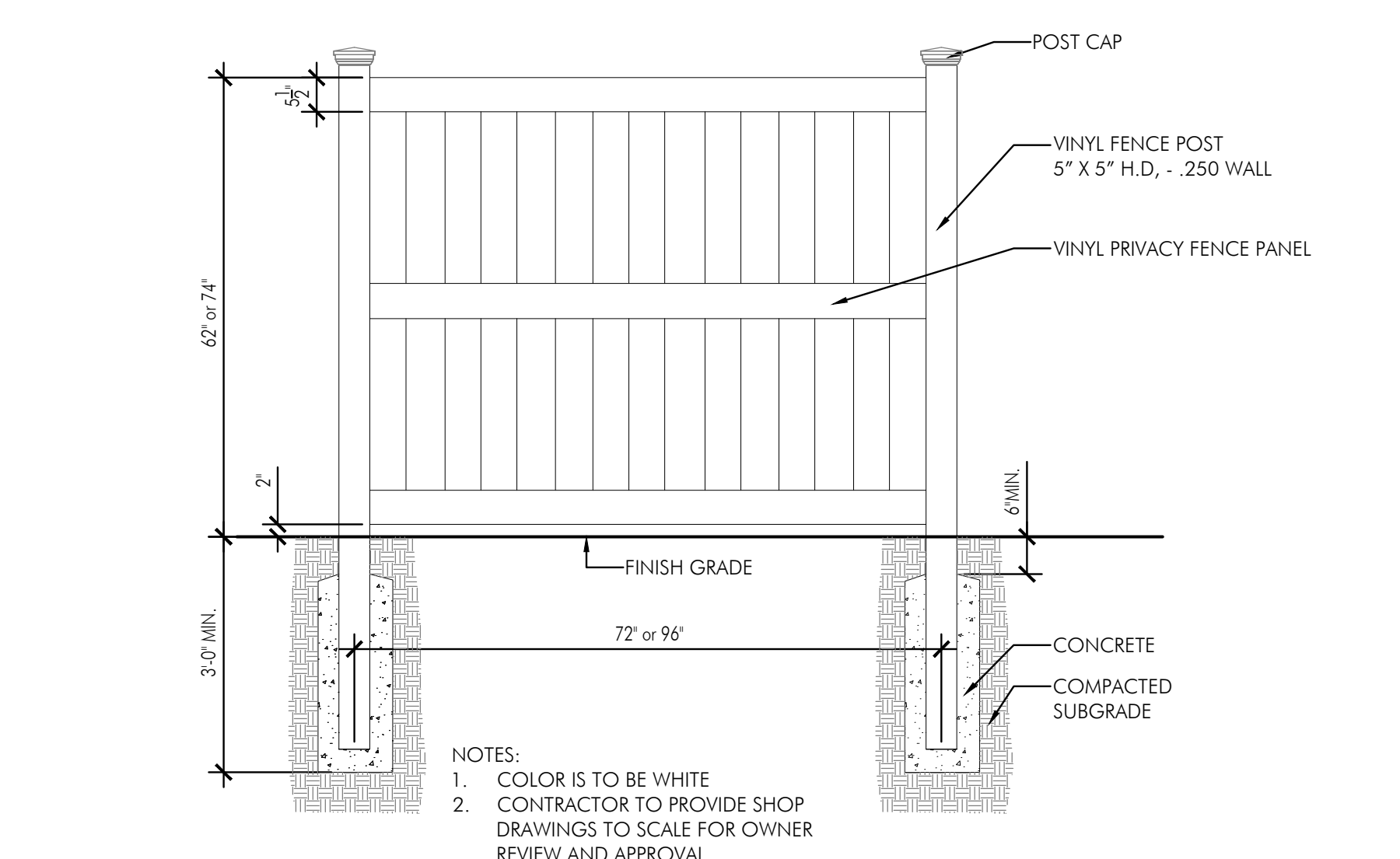


1 Tree Planting
N.T.S.

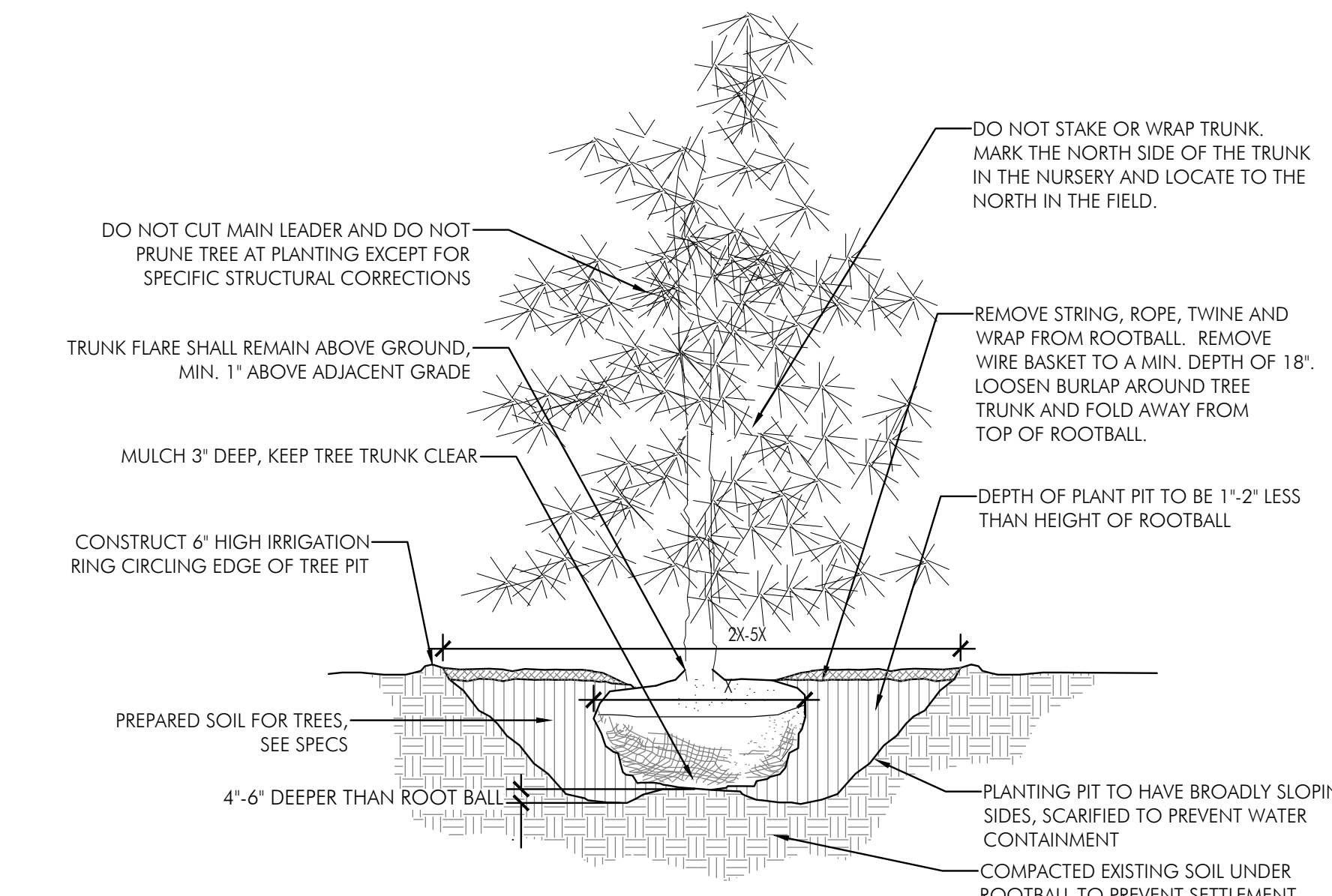
NOTE:
1. ALL MULCH, EXCEPT AT PROJECT ENTRY OR TREE RINGS TO BE 1" NATIVE GRAVEL OR APPROVED EQUAL.



4 Grass Planting
1/2" = 1'-0"

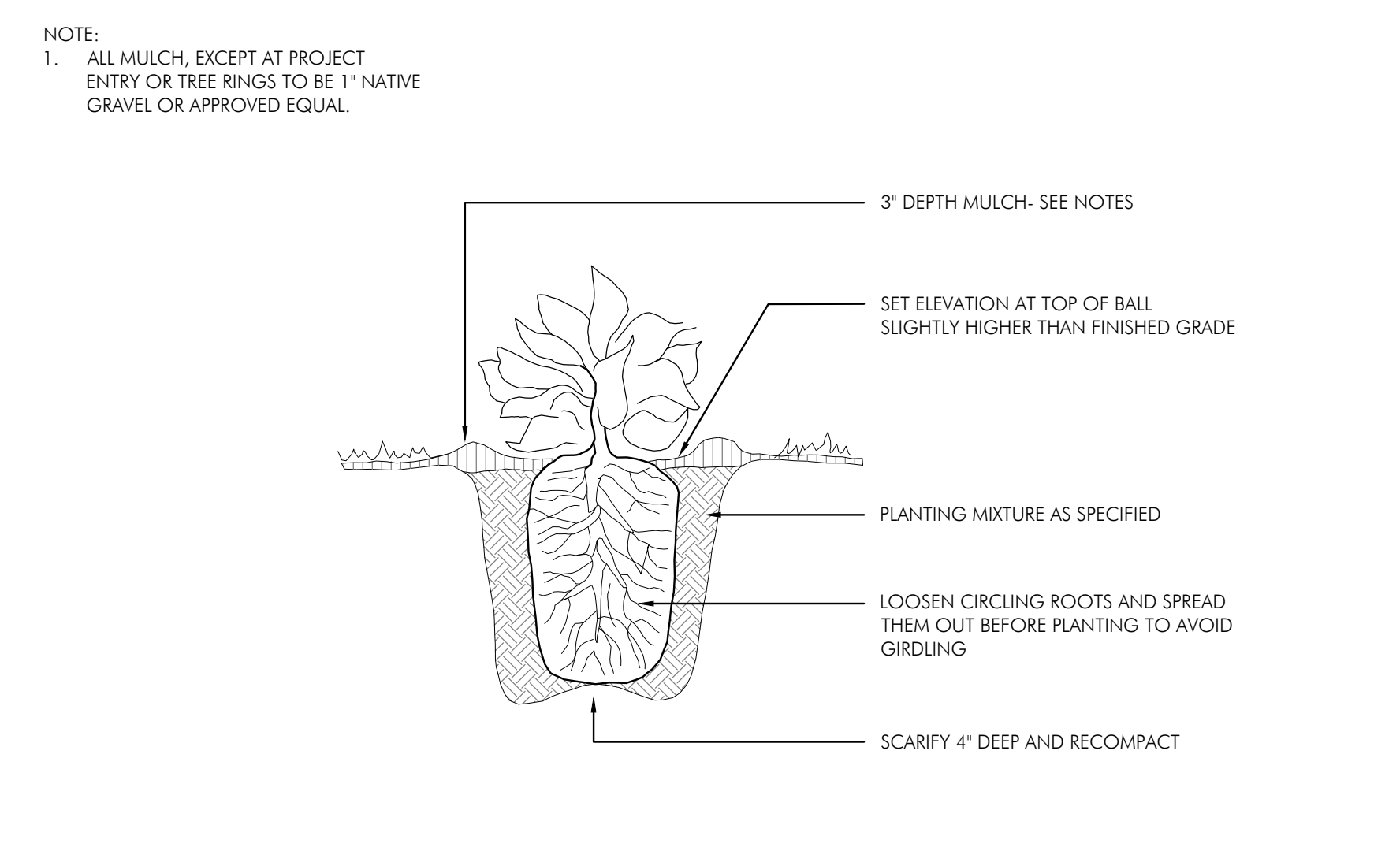


7 Vinyl Privacy Fence
1/2" = 1'-0"

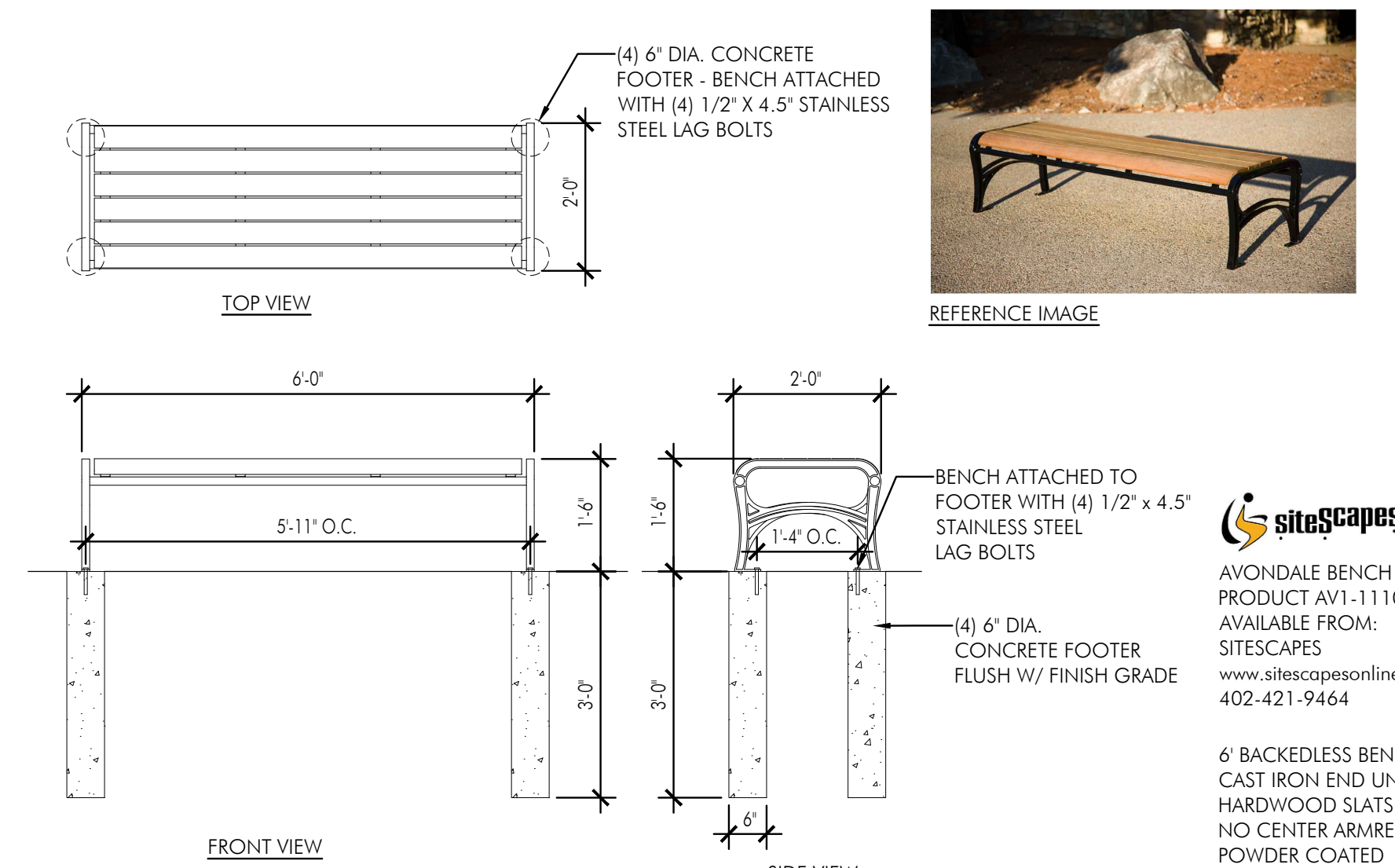


2 Evergreen Planting
1" = 1'-0"

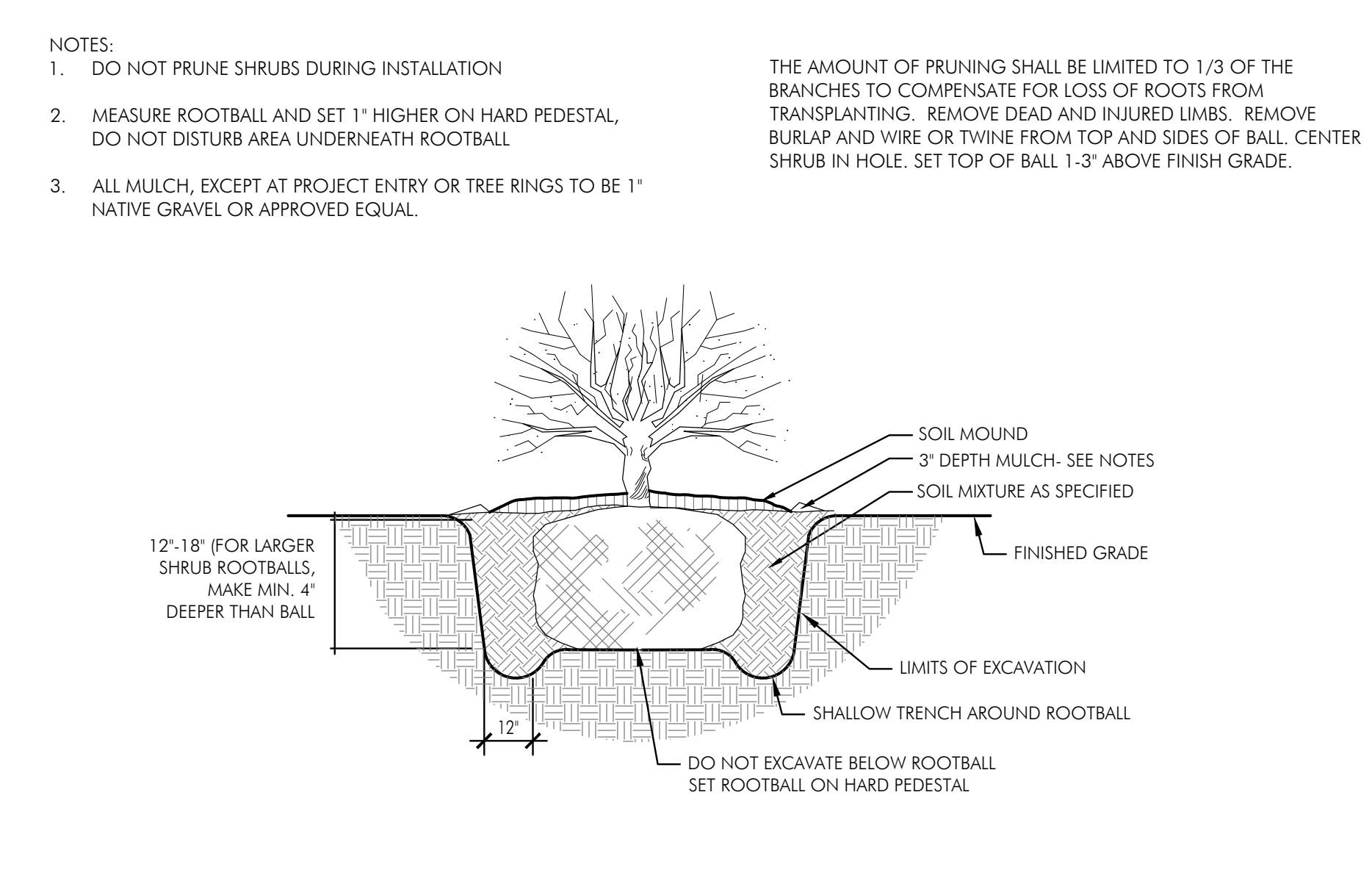
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1. ALL MULCH, EXCEPT AT PROJECT ENTRY OR TREE RINGS TO BE 1" NATIVE GRAVEL OR APPROVED EQUAL.



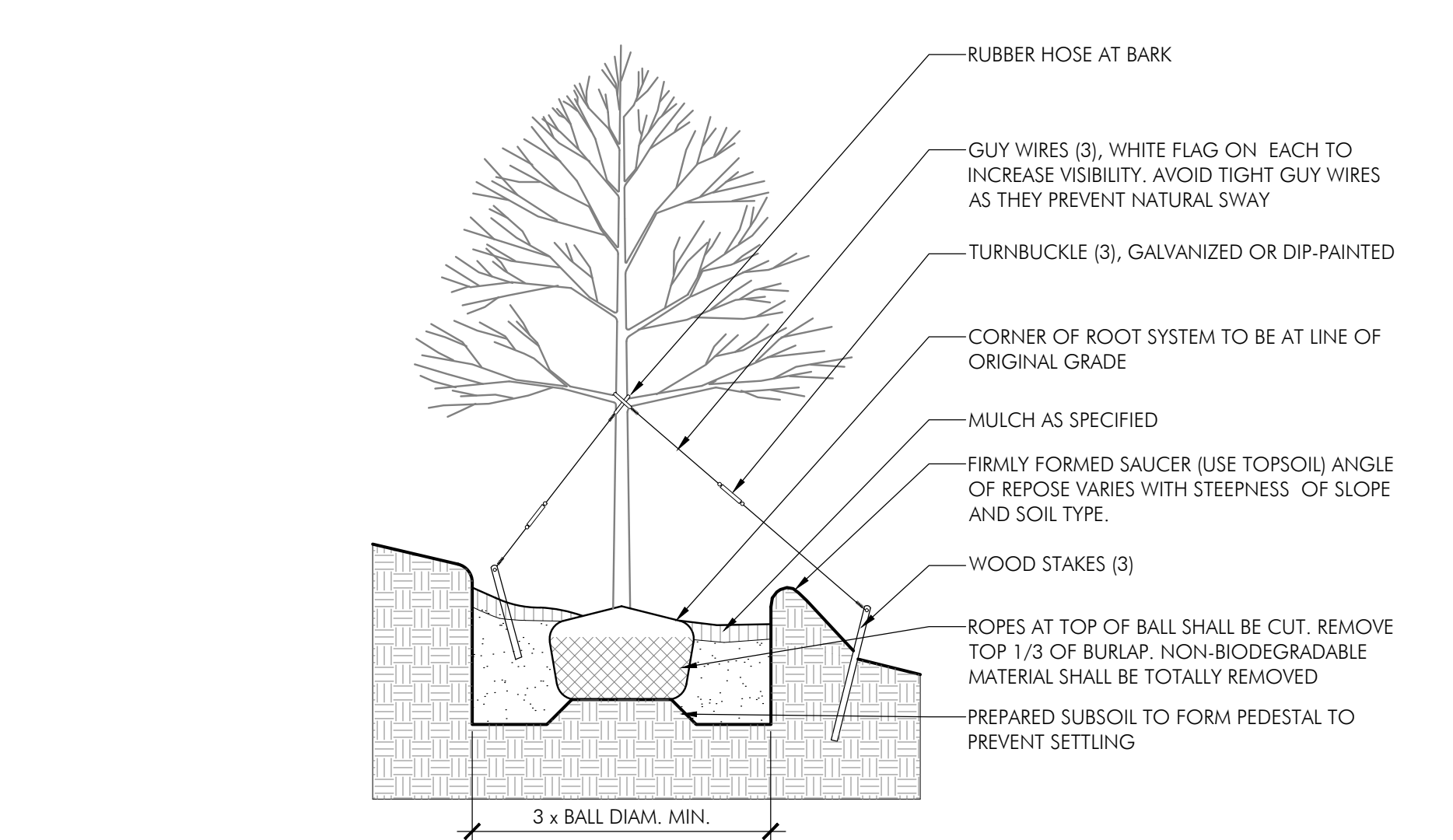
5 Perennial Planting
N.T.S.



8 Avondale Backless Bench
1/2" = 1'-0"



3 Shrub Planting
N.T.S.



6 Tree Planting on a Slope
N.T.S.

REDWOOD HARTLAND HIGHLAND ROAD PHASE 1

BUILDING: F

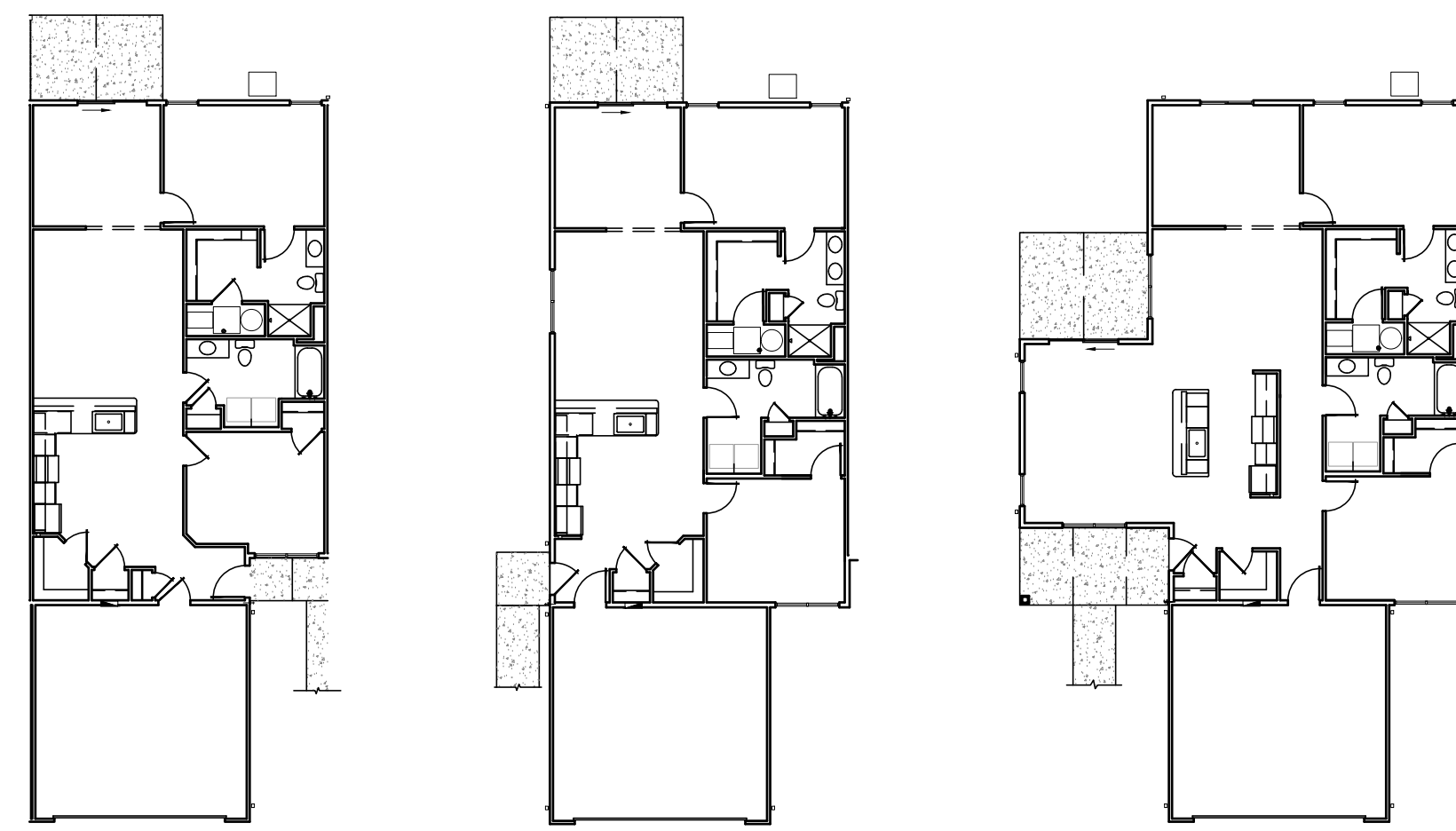
12400 HIGHLAND ROAD
HARTLAND (TWP.), MICHIGAN 4835
PROJECT NO.: 22921
P.P.N.: 4708-26-100-019

JOB CODE: mi076

FEBRUARY 24, 2023



NOTE: RENDERING DOES NOT DEPICT ACTUAL EXTERIOR FINISH MATERIALS, OR SPECIFIC PROJECT BUILDING



FORESTWOOD
SCALE: 1/16" = 1'-0"

MEADOWOOD
SCALE: 1/16" = 1'-0"

CAPEWOOD
SCALE: 1/16" = 1'-0"

MATERIAL NOTE:

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BIDDING PRECAUTIONS

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- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, GRADES, ETC. PRIOR TO ANY CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ARCHITECT FOR CLARIFICATION OR RESOLUTION.
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- PROVIDE BEHIND WALL REINFORCING AND BLOCKING AS REQUIRED FOR ATTACHMENT OF MILLWORK, CASEWORK, TOILET ACCESS, ETC.
- THESE DESIGNS AND ALL ITEMS DEPICTED HEREIN, WHETHER IN WRITING OR GRAPHICALLY, AS INSTRUMENTS OF PROFESSIONAL SERVICE, MAY NOT BE ALTERED OR CHANGED, IN ANY WAY, WITHOUT THE PRIOR KNOWLEDGE AND WRITTEN CONSENT OF THE ARCHITECT. ANY CHANGE MADE WITHOUT THE ARCHITECT'S WRITTEN APPROVAL WILL VOID ALL SUCH DOCUMENTS AND INSTRUMENTS AND THE ARCHITECT WILL NOT BE PERSONALLY LIABLE FOR ANY DAMAGE, HARM OR LOSS CAUSED THEREBY.
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DRAWING INDEX

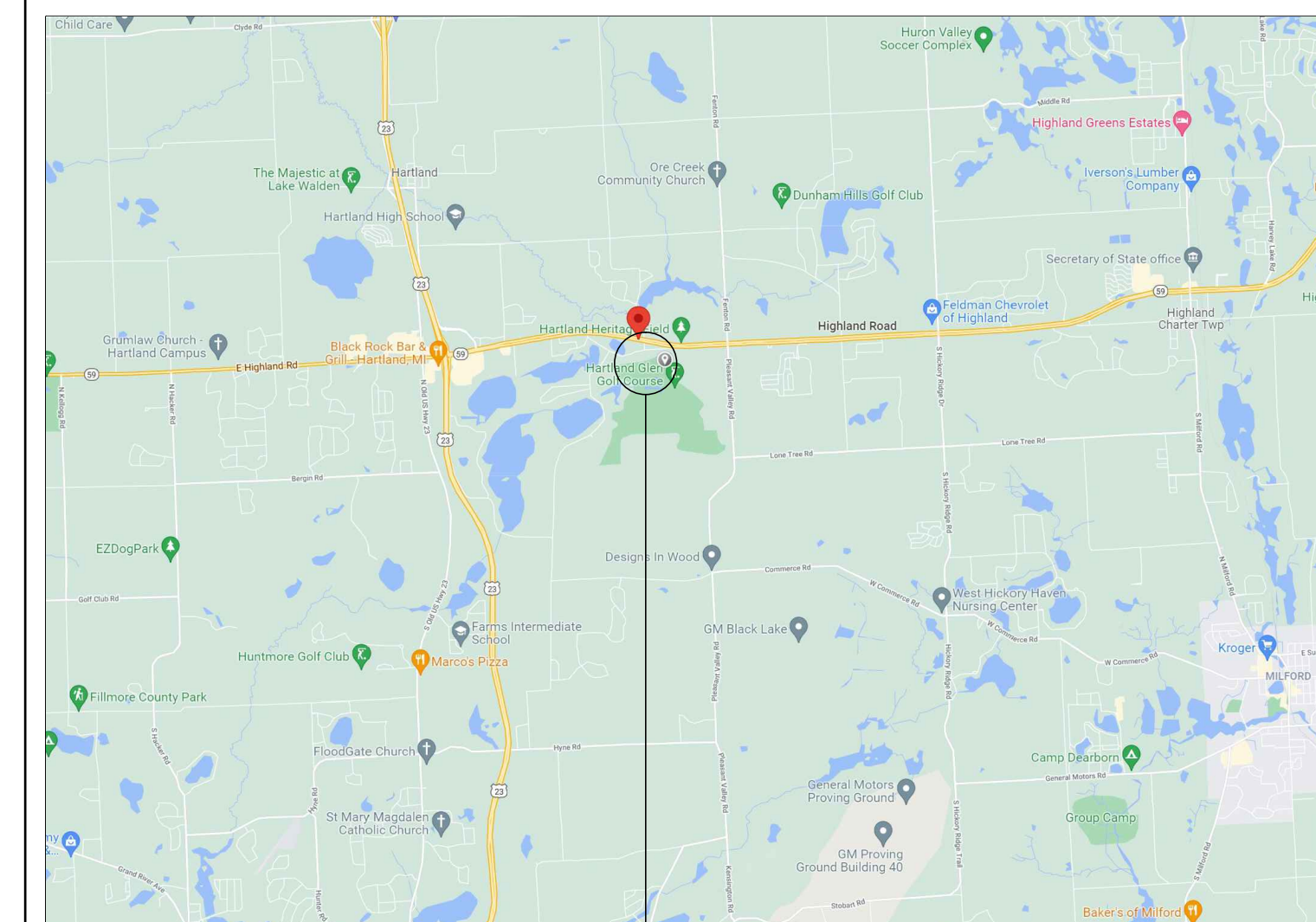
SEE SHEET T1.1 FOR DRAWING INDEX

BUILDING INFORMATION AND ADDRESSES

SEE SHEET T1.1 FOR BUILDING INFORMATION AND ADDRESSES

UNIQUE FEATURES OF PROJECT

- REDWOOD 2021 STANDARD ELEVATION MATERIALS OTHER THAN SIDING AND CORNER TRIM.
- 7" CLAPBOARD 'CELECT' CELLULAR COMPOSITE HORIZONTAL SIDING.
- CELLULAR PVC CORNER TRIM.
- 2HR SEPARATION WALLS BETWEEN EACH UNIT.
- 6" FOUNDATION EXPOSURE, GRADE TO BE 6" BELOW SILL PLATE.



VICINITY MAP
SCALE: N.T.S.



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BERGMANN ASSOCIATES
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LANSING, MICHIGAN 48917
igraham@bergmannpc.com
CONTACT: IAN GRAHAM



P.: 517.827.8681

CODE DATA

APPLICABLE CODES:	(ALL RESIDENTIAL UNITS) M.R.C. (MICHIGAN RESIDENTIAL CODE) 2015
	(LEASING OFFICE) M.B.C. (MICHIGAN BUILDING CODE) 2015
	NATIONAL ELECTRIC CODE (NEC) 2020
	MICHIGAN MECHANICAL CODE (MMC) 2015
	MICHIGAN PLUMBING CODE (MPC) 2015

NOTE!

ALL MATERIALS AND/OR PRODUCTS SELECTED FOR THIS PROJECT MUST BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS, DETAILS, AND REFERENCES. THESE REQUIREMENTS TAKE PRECEDENCE OVER THE DRAWINGS AND THE MATERIALS NOTED.



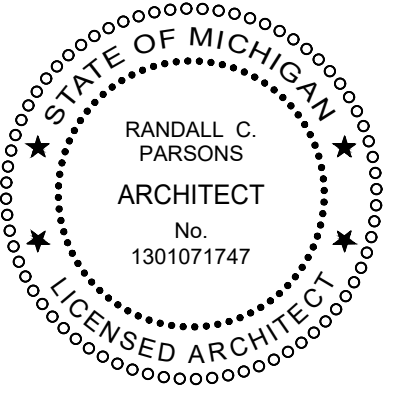
phone 330.666.5770
fax 330.666.8812
3660 Embassy Parkway
Fairlawn, OH 44333
mpg-architects.com



TITLE SHEET
PROJECT #: 22921
DATE: FEBRUARY 24, 2023
REDWOOD HARTLAND HIGHLAND ROAD PH 1
12400 HIGHLAND ROAD
HARTLAND (TWP.), MICHIGAN 4835



T1.0
1 OF 2

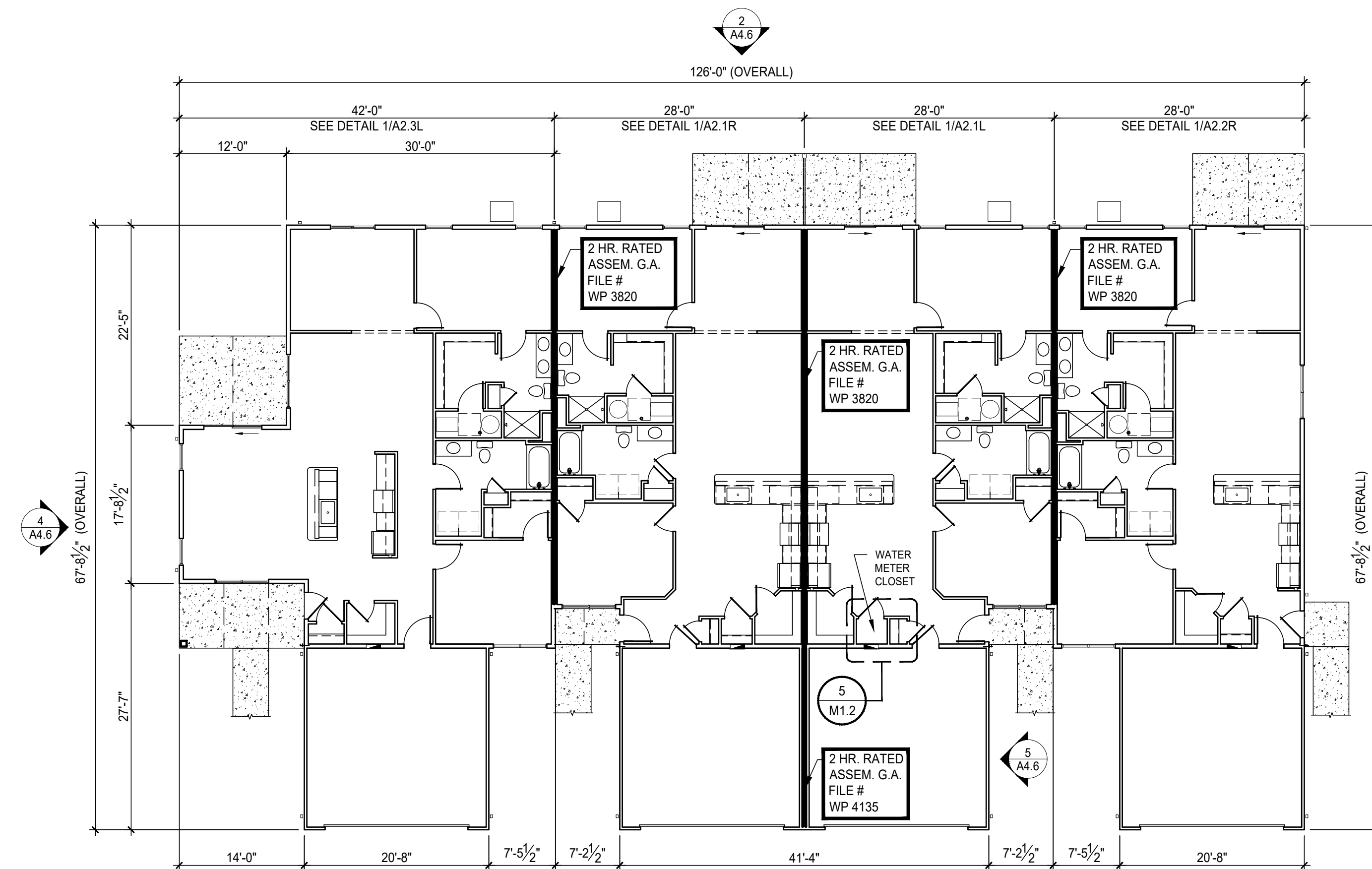


REVISIONS

phone 330.666.5770
 fax 330.666.8812
 3660 Embassy Parkway
 Fairlawn, OH 44333

MPG
 MANN • PARSONS • GRAY
 ARCHITECTS
 mpg-architects.com

Extended Garage Footprint is the same with the exception of the garage being 4' longer to accommodate large vehicles



OVERALL FLOOR PLAN
 SCALE : 3/32" = 1'-0"
 BUILDING: F

GENERAL NOTES:

- REFER TO ENLARGED FLOOR PLANS FOR INTERIOR ROOM DIMENSIONS AND OTHER SPECIFIC INFORMATION.
- SEE SHEET SERIES A6.X FOR DOOR AND WINDOW SCHEDULES.
- CONTRACTOR SHALL PROVIDE ALL WALL BOXES, ETC. AS REQUIRED FOR ROUGH-IN CONDITIONS. TELEPHONE AND T.V. PREWIRE TO BE COMPLETED BEFORE INSTALLATION OF GYPSUM WALLBOARD.
- ALL GRAB BAR BLOCKING FOR FUTURE GRAB BARS AT HANDICAP BATHS MUST BE ABLE TO RESIST A FULL FORCE OF 250 LBS. EXERTED AT ANY POINT IN ANY DIRECTION ON FUTURE GRAB BARS. BLOCKING AT TUBS AND SHOWERS IS TO BE FACTORY INSTALLED.
- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.
- FOR INTERIOR FINISHES FOR WALLS AND CEILINGS REFER TO FLAME AND SMOKE INDEX RATING ON SHEET SERIES A6.X.
- PRIMARY ENTRY DOORS SHALL HAVE "0" CLEARANCE THRESHOLDS TO MEET ALL ANSI REQUIREMENTS
- ALL EXPOSED EXTERIOR WOOD SHALL BE PRESSURE TREATED. SEE FRAMING PLANS & WALL SECTIONS FOR MORE INFORMATION.

NOTES:

- ALL SINGLE STORY UNITS MUST MEET FAIR HOUSING ACT ACCESSIBILITY GUIDELINES FOR ADAPTABILITY.
- ALL UNITS ARE TYPE 'B' DWELLING UNITS AS PER ANSI A117.1-2009, SECTION 1004.

NOTES:

REFER TO ENLARGED FLOOR PLAN SHEETS TO SEE CORRESPONDING PLANS FOR LABELED UNITS.

OVERALL FLOOR PLAN - BLDG.: F

PROJECT #: 22921 DATE: FEBRUARY 24, 2023

REDWOOD HARTLAND HIGHLAND MI P1

12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 48353



A2.33
 11 OF 25

REVISIONS

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 3660 Embassy Parkway
 Fairlawn, OH 44333

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EXTERIOR ELEVATIONS - BLDG.: F

DATE: FEBRUARY 24, 2023

PROJECT #: 22921

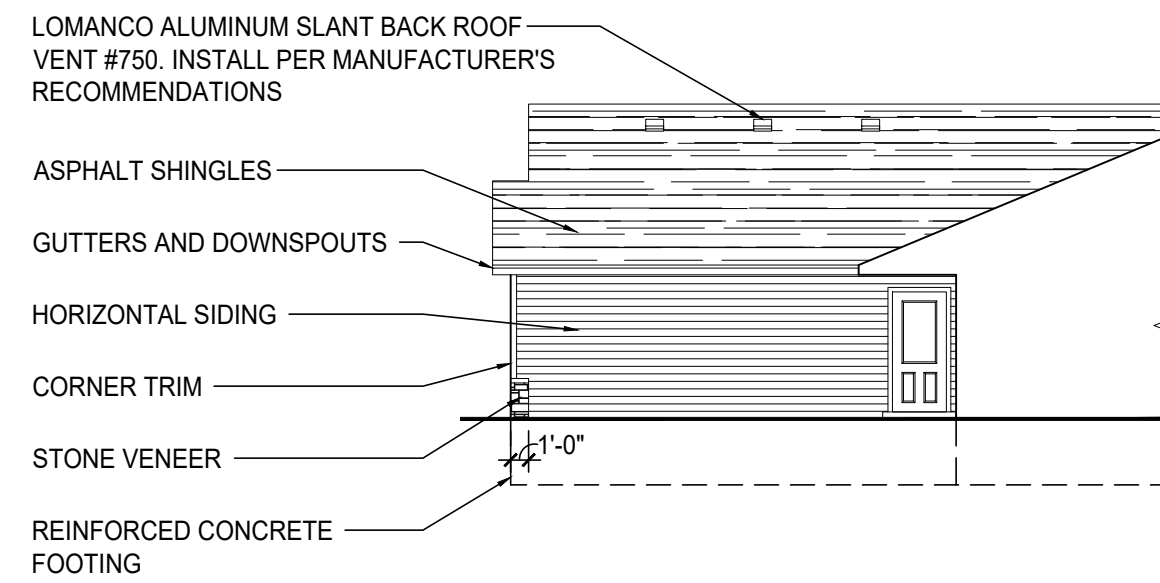
REDWOOD HARTLAND HIGHLAND MI P1



12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 48353

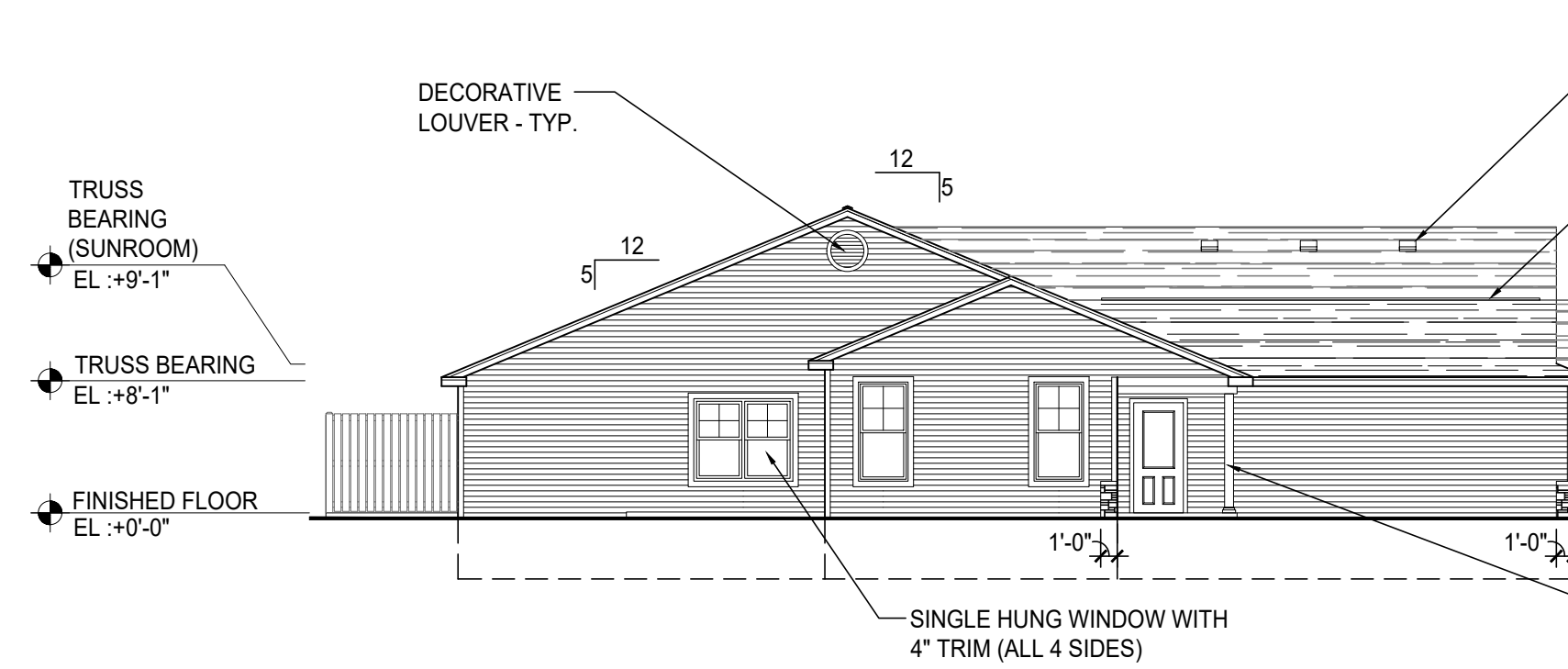
A4.6
 16 OF 25

NOTE:
 DO NOT INSTALL ANY
 VENTS OR PROVIDE ANY
 ROOF PENETRATIONS
 WITHIN FIRE RATED
 SHEATHING AREA 4'-0"
 EACH SIDE OF FIRE RATED
 WALL ASSEMBLIES.

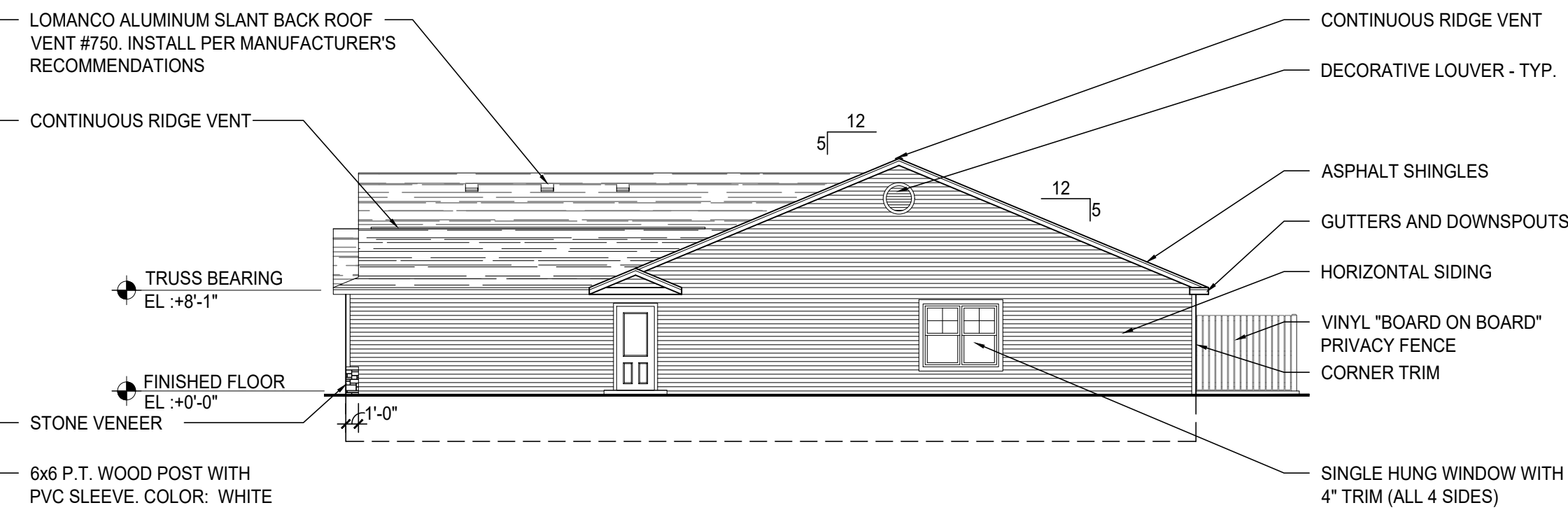


5 PARTIAL SIDE ELEVATION
 SCALE: 3/32" = 1'-0"
 BLDG: F

NOTE:
 DO NOT INSTALL ANY
 VENTS OR PROVIDE ANY
 ROOF PENETRATIONS
 WITHIN FIRE RATED
 SHEATHING AREA 4'-0"
 EACH SIDE OF FIRE RATED
 WALL ASSEMBLIES.

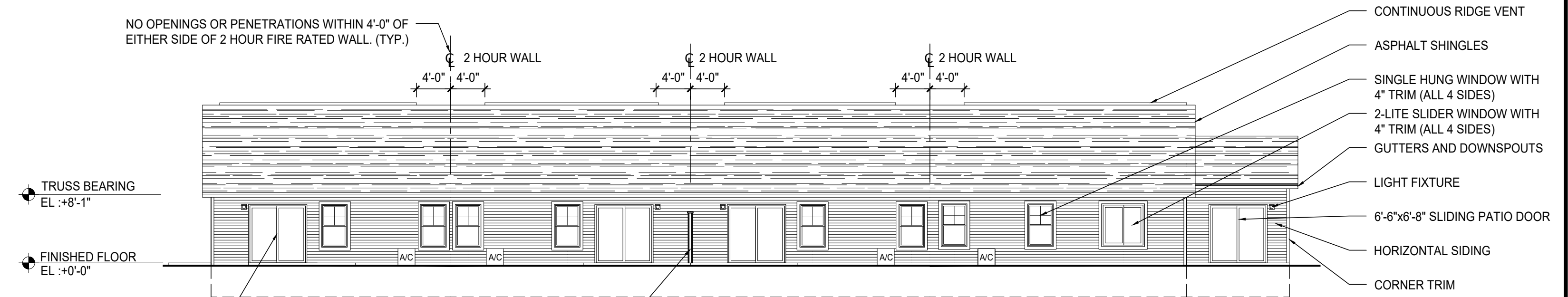


4 STANDARD SIDE ELEVATION
 SCALE: 3/32" = 1'-0"
 BLDG: F



3 STANDARD SIDE ELEVATION
 SCALE: 3/32" = 1'-0"
 BLDG: F

NO OPENINGS OR PENETRATIONS WITHIN 4'-0" OF EITHER SIDE OF 2 HOUR FIRE RATED WALL. (TYP.)



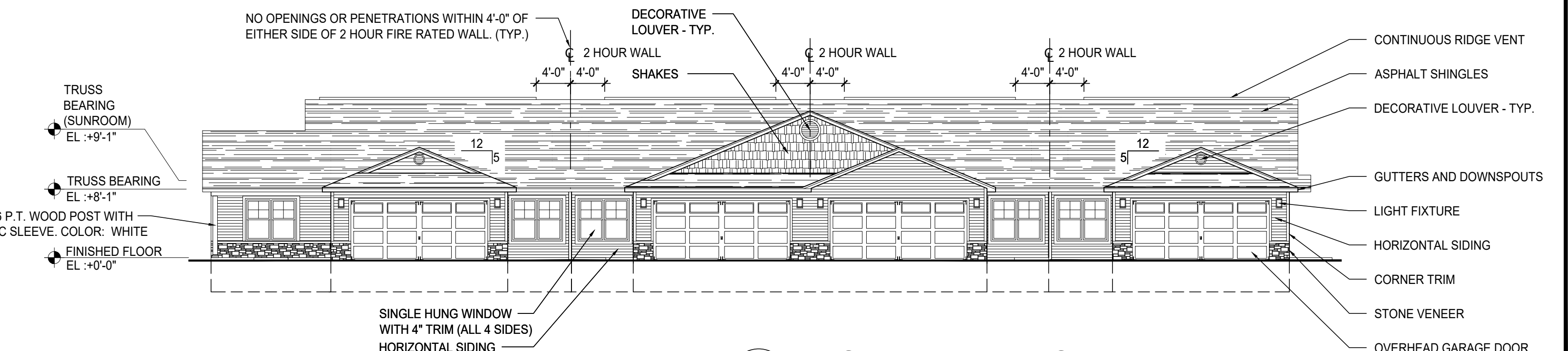
2 REAR ELEVATION
 SCALE: 3/32" = 1'-0"
 BLDG: F

PATIO DOOR TO MEET FHA MINIMUM REQUIREMENTS:
 • 1/4" HIGH VERTICAL RISE MAX. AT INTERIOR THRESHOLD
 • 32" CLEAR WIDTH DOOR OPENING (MIN.)
 • 1-1/2" HIGH x 43" WIDE TAPERED MAT (1:12 MAX SLOPE WITH TAPERED SIDES) AT INTERIOR OF PATIO DOOR.

EXTERIOR FINISH MATERIAL SELECTIONS

ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	7" CLAPBOARD CELECT CELLULAR COMPOSITE	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	CELLULAR PVC TRIM	WHITE
STONE VENEER	PRESTIGE PROVIA	OHIO SOUTHERN LIMESTONE
OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS
6'-6" X 6'-8" SLIDING PATIO DOOR	VINYL	WHITE

NOTE:
 ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.



1 FRONT ELEVATION
 SCALE: 3/32" = 1'-0"
 BLDG: F

REDWOOD HARTLAND HIGHLAND ROAD PHASE 1

BUILDING: L

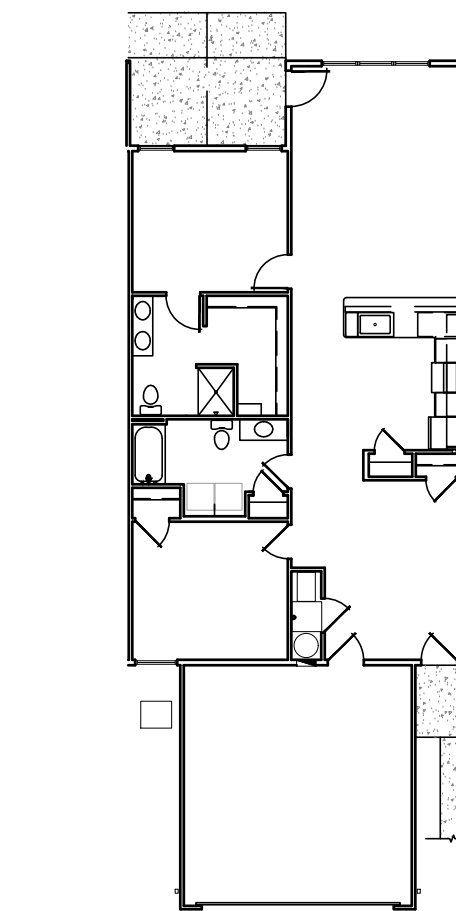
12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 4835
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 P.P.N.: 4708-26-100-019

JOB CODE: mi076

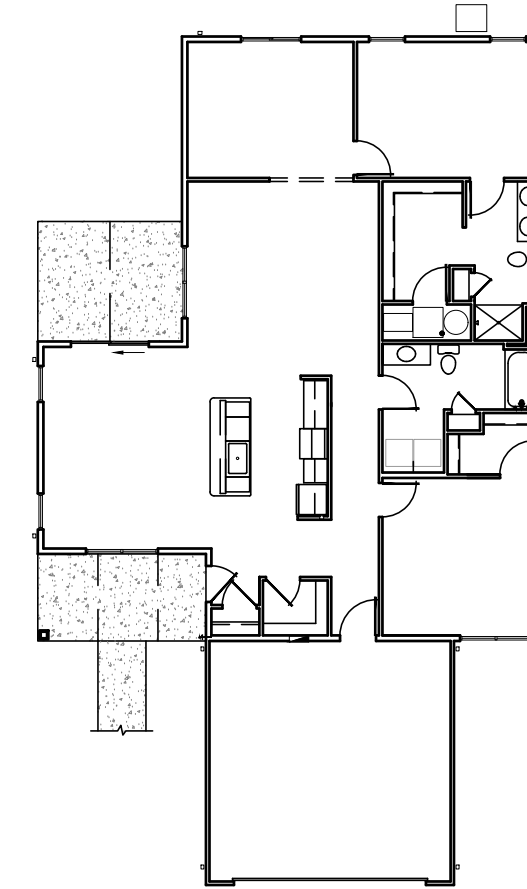
MARCH 3, 2023



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BREEZEWOOD
 SCALE: 1/16" = 1'-0"



BREEZEWOOD SUNROOM
 SCALE: 1/16" = 1'-0"

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 sschlabach@byRedwood.com
 CONTACT: STEVE SCHLABACH



P.: 614.745.7591

BERGMANN ASSOCIATES
 17050 WEST SAGINAW HIGHWAY - SUITE 200
 LANSING, MICHIGAN 48917
 igrham@bergmannpc.com
 CONTACT: IAN GRAHAM



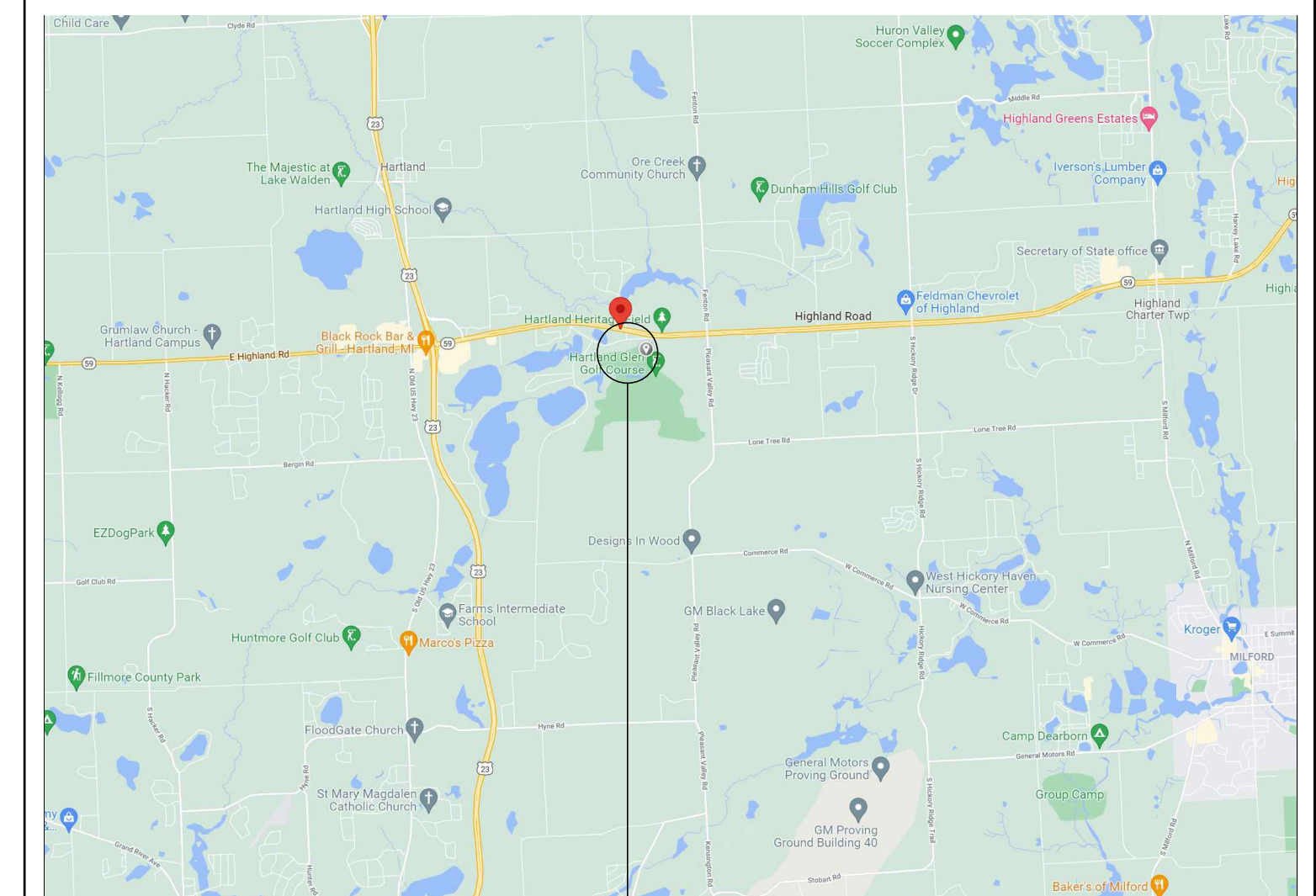
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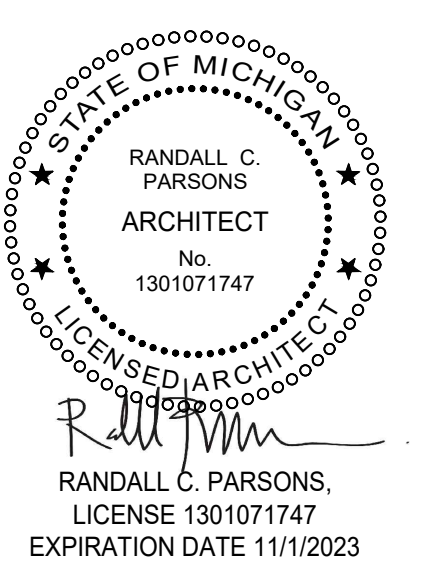
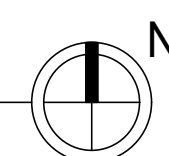
APPLICABLE CODES:	(ALL RESIDENTIAL UNITS) M.R.C. (MICHIGAN RESIDENTIAL CODE) 2015
	(LEASING OFFICE) M.B.C. (MICHIGAN BUILDING CODE) 2015
	NATIONAL ELECTRIC CODE (NEC) 2020
	MICHIGAN MECHANICAL CODE (MMC) 2015
	MICHIGAN PLUMBING CODE (MPC) 2015

NOTE!

ALL MATERIALS AND/OR PRODUCTS SELECTED FOR THIS PROJECT MUST BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS, DETAILS, AND REFERENCES. THESE REQUIREMENTS TAKE PRECEDENCE OVER THE DRAWINGS AND THE MATERIALS NOTED.



VICINITY MAP
 SCALE: N.T.S.



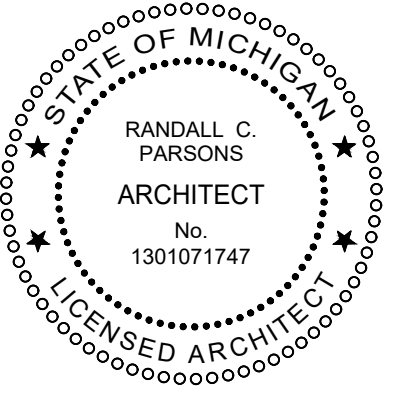
phone 330.666.5770
 fax 330.666.8812
 3660 Embassy Parkway
 Fairlawn, OH 44333
 mpg-architects.com



TITLE SHEET
 PROJECT #: 22921
 DATE: MARCH 3, 2023
 REDWOOD HARTLAND HIGHLAND ROAD PH 1
 12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 4835



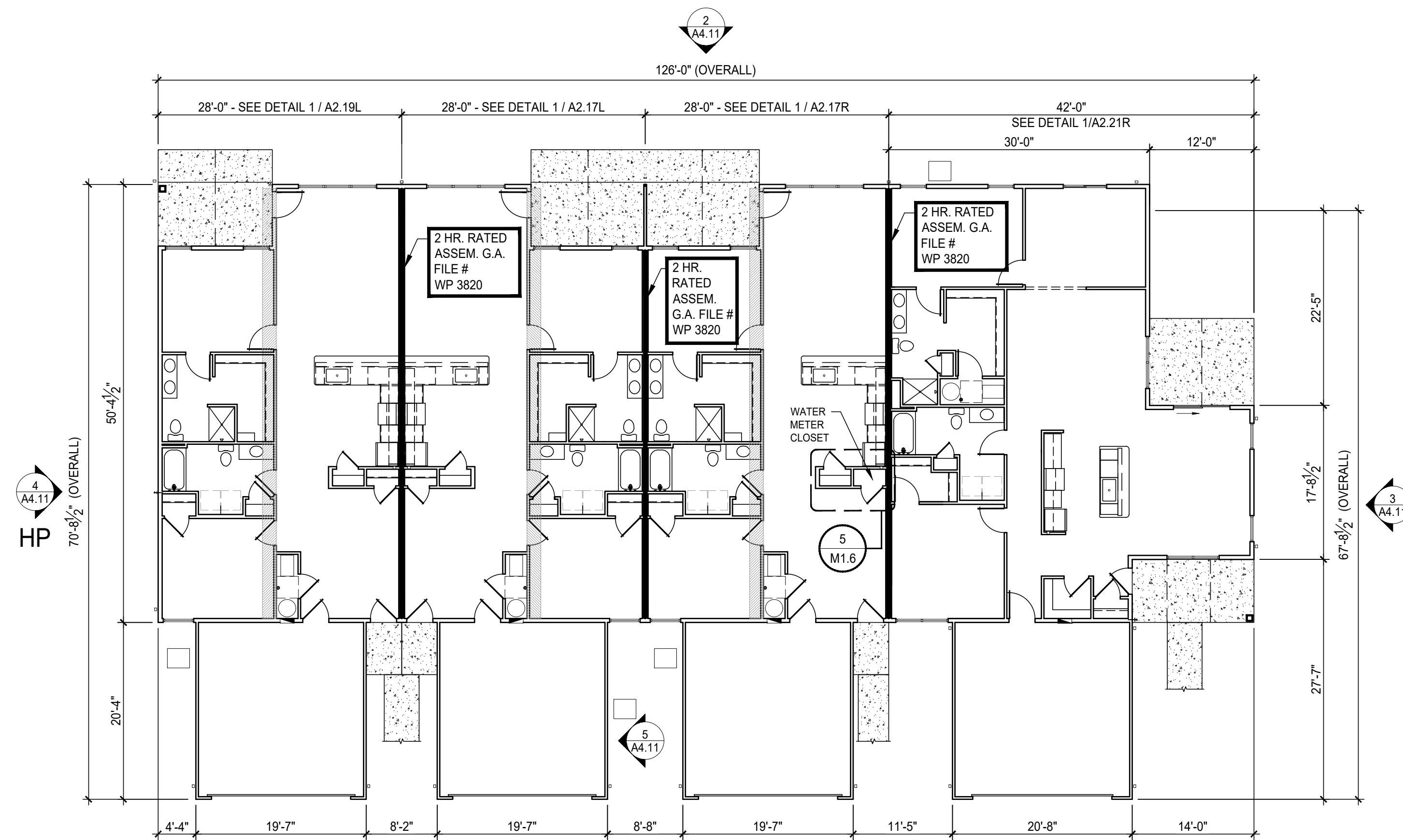
T1.0
 1 OF 2



REVISIONS

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 fax 330.666.8812
 3660 Embassy Parkway
 Fairlawn, OH 44333

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 ARCHITECTS
 mpg-architects.com



GENERAL NOTES:

- REFER TO ENLARGED FLOOR PLANS FOR INTERIOR ROOM DIMENSIONS AND OTHER SPECIFIC INFORMATION.
- SEE SHEET SERIES A6.X FOR DOOR AND WINDOW SCHEDULES.
- CONTRACTOR SHALL PROVIDE ALL WALL BOXES, ETC. AS REQUIRED FOR ROUGH-IN CONDITIONS. TELEPHONE AND T.V. PREWIRE TO BE COMPLETED BEFORE INSTALLATION OF GYPSUM WALLBOARD.
- ALL GRAB BAR BLOCKING FOR FUTURE GRAB BARS AT HANDICAP BATHS MUST BE ABLE TO RESIST A FULL FORCE OF 250 LBS. EXERTED AT ANY POINT IN ANY DIRECTION ON FUTURE GRAB BARS. BLOCKING AT TUBS AND SHOWERS IS TO BE FACTORY INSTALLED.
- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.
- FOR INTERIOR FINISHES FOR WALLS AND CEILINGS REFER TO FLAME AND SMOKE INDEX RATING ON SHEET SERIES A6.X.
- PRIMARY ENTRY DOORS SHALL HAVE "0" CLEARANCE THRESHOLDS TO MEET ALL ANSI REQUIREMENTS
- ALL EXPOSED EXTERIOR WOOD SHALL BE PRESSURE TREATED. SEE FRAMING PLANS & WALL SECTIONS FOR MORE INFORMATION.

NOTES:

- ALL SINGLE STORY UNITS MUST MEET FAIR HOUSING ACT ACCESSIBILITY GUIDELINES FOR ADAPTABILITY.
- ALL UNITS ARE TYPE 'B' DWELLING UNITS AS PER ANSI A117.1-2009, SECTION 1004.

NOTES:

REFER TO ENLARGED FLOOR PLAN SHEETS TO SEE CORRESPONDING PLANS FOR LABELED UNITS.

NOTE:

STAGGER ADJACENT A/C UNITS TO PROVIDE FOR SUFFICIENT ACCESS AROUND EACH.

OVERALL FLOOR PLAN
 SCALE : 3/32" = 1'-0"
 BUILDING: L

HP

HP - HIGH PROFILE SIDE ELEVATION. SEE EXTERIOR ELEVATION SHEETS FOR MORE INFORMATION.

OVERALL FLOOR PLAN - BLDG.: L

DATE: MARCH 3, 2023

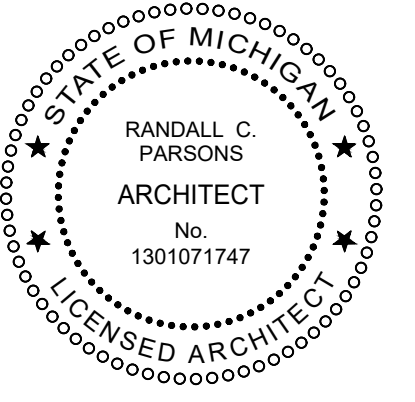
PROJECT #: 22921

REDWOOD HARTLAND HIGHLAND MI P1

12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 48353



A2.36
 11 OF 23



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EXTERIOR ELEVATIONS - BLDG.: L

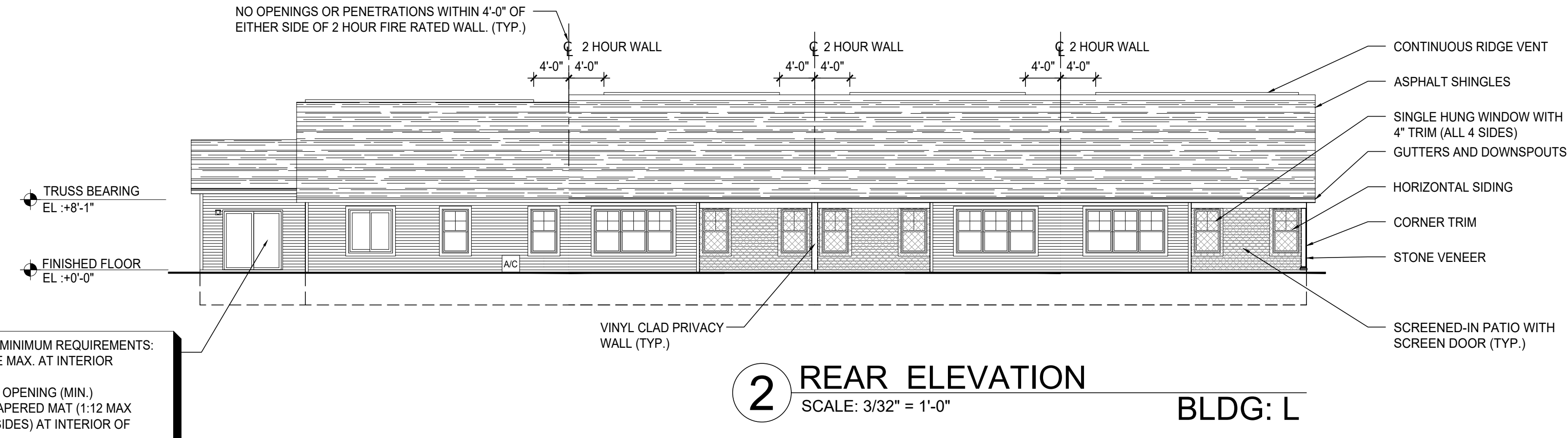
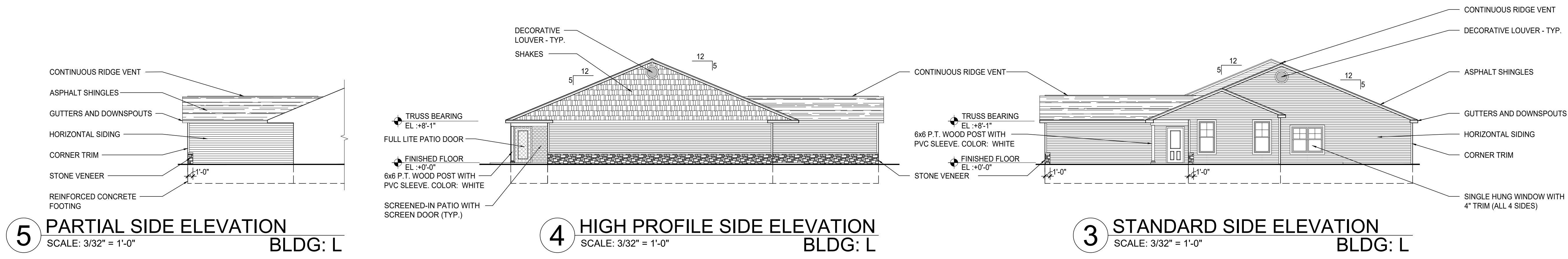
DATE: MARCH 3, 2023

PROJECT # : 22921
 REDWOOD HARTLAND HIGHLAND MI P1

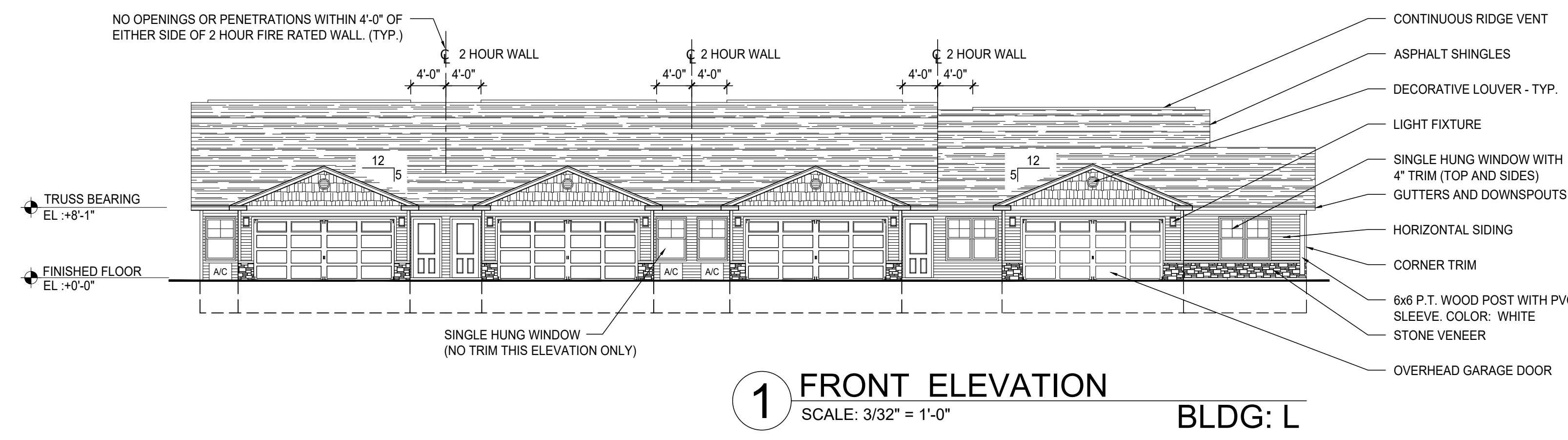


12400 HIGHLAND ROAD
 HARTLAND (TWP.), MICHIGAN 48353

A4.11
 15 OF 23



PATIO DOOR TO MEET FHA MINIMUM REQUIREMENTS:
 • 1/4" HIGH VERTICAL RISE MAX. AT INTERIOR THRESHOLD
 • 32" CLEAR WIDTH DOOR OPENING (MIN.)
 • 1-1/2" HIGH x 43" WIDE TAPERED MAT (1:12 MAX SLOPE WITH TAPERED SIDES) AT INTERIOR OF PATIO DOOR.



ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	7" CLAPBOARD CELECT CELLULAR COMPOSITE	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	CELLULAR PVC TRIM	WHITE
STONE VENEER	PRESTIGE PROVIA	OHIO WHITE VEIN
OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS

NOTE:
 ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan/PD Application SP/PD #24-006 – Highland Reserve Planned Development Final Plan

Date: July 16, 2024

Recommended Action

Move to approve Site Plan/PD Application #24-006, the Final Planned Development Site Plan for the Highland Reserve Planned Development, as outlined in the attached resolution.

Discussion

Applicant: Michael West

Site Description

The subject property is south of Highland Road and east of Hartland Glen Lane/Hartland Glen Golf Course, in Section 26 of the Township. Redwood Living Planned Development has frontage along the west side of Hartland Glen Lane and is currently under construction. The subject parcel (Parcel ID #4708-26-200-002) is approximately 39.05 acres in size and zoned CA (Conservation Agricultural). The subject property is designated as Special Planning Area (SPA) on the 2020-2021 Comprehensive Plan and Future Land Use Map (FLUM) Amendment. The property is part of the M-59/Cundy/Hartland Glen Golf Course Special Planning Area.

Currently the property primarily consists of open fields which have historically been used for agricultural activities. Per the Wetland Delineation report submitted by the applicant (compiled by Fishbeck, dated May 19, 2023), three (3) wetland areas have been identified on the subject site. One wetland area is in the southeast corner. The other wetland area is on the west side of the parcel, and the third wetland area is in the northwest corner of the site. The applicant has not provided documentation that the wetland areas have been reviewed by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding their regulatory status or permit requirements.

Wooded areas occur along the M-59 boundary (west and northeast), and along the east and west sides of the property. A stand of trees exists in the southwest corner of the site.

The property to the south is part of Hartland Glen Golf Course, addressed as 12400 Highland Road and is zoned CA (Conservation Agricultural).

To the east, is property that has been historically associated with the Newberry Place Planned Development project, which is zoned CA (Conservation Agricultural). The property is undeveloped currently.

Per the site plan, access to the site is via Highland Road, a public road, which is under the jurisdiction of the Michigan Department of Transportation (MDOT).

An additional road connection is shown from Hartland Glen Lane, west of the subject site. Hartland Glen Lane was never formally approved as a private roadway and would be considered a non-conforming roadway. Historically this roadway has been the only access route to the clubhouse, golf course, and parking associated with Hartland Glen Golf Course. The approved plans for Redwood Living PD (SP PD #21-005 and SP PD #22-003) shows Hartland Glen Lane as paved (asphalt surfacing), twenty (20) feet wide, and without curb and gutter. Redwood Living PD has two (2) access points from Hartland Glen Lane. An access easement for ingress and egress would be required as part of the Final PD documents, allowing Highland Reserve PD to take access from Hartland Glen Lane.

The owners of the Hartland Glen Golf Course have indicated that Hartland Glen Lane will be rebuilt in August of 2025.

Municipal water and sanitary sewer will be required for this project.

Site History

Per Township records, the property was occupied by a residential home, and addressed as 12690 Highland Road. The records do not indicate when the house was constructed. The house and detached building were demolished in 2000, under Land Use Permit #5344. The Township Assessing records indicate the property has been leased for agricultural purposes since 2007.

Historically, plans for the Newberry Place Planned Development have included the subject property as part of that development, under several applications from 2007 to 2016 (Newberry West). Conversely, other development plans for Newberry Place PD did not include this property. The Preliminary PD for Newberry Place PD was approved by the Township Board on July 6, 2021, under SP/PD #20-012, and did not include the subject property.

Site Plan/PD Application #23-003 Highland Reserve Planned Development – Concept Plan

The Concept PD Plan was discussed under SP/PD Application #23-003. The Planning Commission reviewed the project on March 23, 2023, which was followed up by the Township Board's review on April 4, 2023.

Site Plan/PD Application #23-008 Highland Reserve Planned Development – Preliminary Plan

The Preliminary PD Plan for Highland Reserve PD was reviewed by the Planning Commission on September 28, 2023, under SP/PD #23-008. A public hearing for the proposed project was held on that date and the Planning Commission recommended approval.

The Township Board approved SP/PD #23-008 at their regular meeting on October 10, 2023. Approval of the Preliminary PD included the following conditions:

1. The Preliminary Planned Development Site Plan for Highland Reserve Planned Development, SP/PD #23-008, is subject to the approval of the Township Board.
2. Waiver request for the substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area of the residential section of the planned development along Highland Road, is approved.
3. Waiver request to deviate from the Livingston County Road Commission design standards regarding the roadway surface width for a private road, is approved.

4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated September 21, 2023, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. Access and maintenance agreements will be required for the use of the Hartland Glen Lane and future road connections to the east (via Melsetter Street) and south (via Ardmore Avenue). The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Fire Code Requirements, and all other government agencies, as applicable.
7. The applicant shall install additional trees, as outlined in the staff memorandum, dated October 10, 2023; and the applicant shall make the storm detention/retention basin more random and natural in its appearance.
8. Any of the permitted commercial uses that are proposed in this PD, which would require a Special Land Use Permit in the GC (General Commercial), shall only be permitted by Special Land Use Permit.
9. (Any other conditions the Township Board deems necessary).

The Planning Commission recommended approval of the Final PD at their July 11, 2024 regular meeting.

Planned Development Procedure

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD Planned Development. Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step.

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. The public hearing for the Preliminary Plan for SP/PD #23-008 was held at the Planning Commission meeting on September 28, 2023.

The Final Planned Development Site Plan review stage is an opportunity for the Planning Commission and Township Board to affirm that any conditions imposed at the Preliminary review stage have been addressed on the Final Plan, and also to review the Planned Development Agreement along with any other legal documentation (condominium master deeds, bylaws, easements, etc.). The site's layout is not intended to change significantly between the Preliminary and Final submittals, save for any revisions imposed as a condition of Preliminary approval. Section 3.1.18.E.iii. has specific requirements for the information to be included within a Final Planned Development Site Plan submittal, most notably the Development Agreement and other legal documentation.

Per Section 3.1.18.D. (Procedures and Requirements), approval of the Final Plan by the Township Board usually constitutes an amendment to the Zoning Ordinance, and effectively is a rezoning of the subject

property to PD (Planned Development). In this case, the PD project area is currently zoned CA (Conservation Agricultural). The subject property will be rezoned to PD (Planned Development) upon approval of the Final Plan by the Township Board.

Overview of the Plan and Proposed Use

Currently the subject site (39.05 acres) is zoned CA (Conservation Agricultural). The proposed planned development is shown as being comprised of two (2) proposed parcels of land with two (2) different uses. An approximate 2.1-acre parcel, in the northwest corner of the site, is designated as Future Commercial Development.

The remaining portion of the property, approximately 36.95 acres, is shown as a single-family residential development with a total of one hundred and one (101) detached single-family homes. Thirty-five (35) of the detached homes are homes for rent. Sixty-six (66) homes are detached, single-family condominium units, as part of a site condominium development.

Following is a discussion of each component of the Planned Development.

Future Commercial Development Area

Per the Planned Development Agreement, the current landowner (Lexington Homes, LLC) intends to retain the northwest corner for a commercial project and has been designated for “Future Commercial Development.” The submitted plans do not show specific development plans for this parcel. The commercial development area is part of the proposed planned development.

Per the Planned Development Agreement, the applicant specifically proposes the following uses for the commercial parcel, which are based on uses listed in Section 3.1.14 of the Zoning Ordinance (GC- General Commercial):

Permitted Principal Uses

- Retail center
- Professional/medical offices
- Financial institution
- Personal service establishment
- Childcare center
- Personal fitness center
- Restaurant (without drive-in or drive-through service)

Special Land Uses

- Gasoline station/convenience store
- Fast-food restaurant (with drive-through service)
- Restaurant (with drive-in or drive-through service)

A Special Land Use requires a public hearing at the Planning Commission, who will make a recommendation to the Township Board. The Township Board makes the final decision. A Permitted Principal Use requires a site plan application which is reviewed by the Planning Commission, who makes the final decision.

The applicant has stated the commercial site is to be developed using the GC (General Commercial) zoning standards and all applicable design standards in the Zoning Ordinance such as landscaping, lighting, architecture, building materials, parking, and signage.

Single-Family Residential Development

The remaining portion of the site, approximately 36.95 acres, is shown as a single-family residential development with a total of one hundred and one (101) detached single-family homes. Thirty-five (35) of the detached homes are homes for rent. The rental homes are situated along the northern portion of the site, along the Highland Road frontage, and in the central area, generally on the west side of the residential development.

The remainder of the property will be developed as a site condominium subdivision with sixty-six (66) detached owner-occupied, single-family residential condominium units.

Legal Documents and Submittals

The primary focus of the Final Site Plan stage of the planned development review process is the legal documentation. The documentation memorializes the developer's obligations and sets forth the terms and conditions negotiated and to be agreed to by the applicant and the Township. Approval of the planned development proposal is based on the Final Plan and the legal documentation.

Draft versions of the legal documentation were submitted by the applicant. Those documents were reviewed by the Township Attorney, who had some comments. The applicant provided revised documents with this application however minor items need to be addressed by the applicant and reviewed by the Township Attorney, prior to recording of document(s). Thus, the submitted documents are considered draft versions, as discussed below.

Typically, an executed Master Deed and Condominium Bylaws are recorded with the Register of Deeds; however, the Final Plan (Exhibit B in this case) may or may not be recorded as part of the Planned Development Agreement. The Construction Plan set serves as the approved Final Plan and is not recorded with the Register of Deeds.

Additionally, approval of the Final Plan by the Township Board constitutes a rezoning of the subject property from CA (Conservation Agricultural) to PD (Planned Development), and an amendment to the Township zoning map.

The following is a brief discussion of the submitted documents.

Highland Reserve Planned Development Agreement (Draft version)

The Township Attorney reviewed the Planned Development Agreement and had minor comments. Planning staff recommended some revisions to the document. The revised document was submitted to the Township. However, the Township Attorney has not been able to review this version. Language is to be added to include any access and maintenance agreements for the use of Hartland Glen Lane and future road and sidewalk connections to the south and east. The final document shall be subject to the approval of the Township Attorney.

Master Deed (Draft version)

The Township Attorney provided comments on the first draft version of the Master Deed, which required some revisions. The applicant has received those comments but has not had time to make the changes to the document. The Township Attorney also noted that the Master Deed should be amended to include any access and maintenance agreements for the use of Hartland Glen Lane and future connections to the south and east. The revised Master Deed should be resubmitted for review by the Township Attorney. The final document shall be subject to the approval of the Township Attorney.

Exhibit A to Master Deed– Condominium Bylaws (Draft version)

The draft document was forwarded to the Township Attorney for review. The Township Attorney recommended the Condominium Bylaws be amended to include any access and maintenance agreements for the use of Hartland Glen Lane and future connections to the south and east. The final document shall be subject to the approval of the Township Attorney.

Exhibit D to Master Deed – Condominium Percentage Value Chart (Draft version)

The document was added to the Master Deed as requested by the Township Attorney.

Declaration of Restrictions (Draft version)

The document has been revised per comments from the Township Attorney. The final document shall be subject to the approval of the Township Attorney.

Agreement to Grant Easements and Access and Maintenance Agreement (Fully Signed/Executed Document)

The document has been signed and executed but has not been recorded. The final document is subject to approval of the Township Attorney prior to recording the document.

Rezoning of the subject property

Per Section 3.1.18.D.vii.b., Effect of Approval. Approval by the Township Board of a planned development proposal shall constitute an amendment to the Zoning Ordinance. All improvements and use of the site shall be in conformity with the planned development amendment and any conditions imposed. Notice of the adoption of the amendment shall be published in accordance with the requirements set forth in this Ordinance. The applicant shall record an affidavit with the register of deeds containing the legal description of the entire project, specifying the date of approval, and declaring that all future improvements will be carried out in accordance with the approved planned development unless an amendment thereto is adopted by the Township upon request of the applicant or his successors.

In this case the current zoning of the subject property is CA (Conservation Agriculture). Once approved the property will be zoned PD (Planned Development) and will remain with the property as the zoning designation.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Township Engineer’s Review

No comments at this time.

Hartland Deerfield Fire Authority Review

No comments at this time.

Hartland Township DPW Review

No comments at this time.

Attachments

1. Resolution to Approve
2. Highland Reserve PD Agreement Rev Draft 06.24.2024 – PDF version
3. Highland Reserve Condominium Master Deed Draft 05.13.2024 – PDF version
4. Exhibit A to Master Deed Condo Bylaws Draft 05.13.2024 – PDF version
5. Exhibit D to Master Deed Percentage of Value Chart – PDF version
6. Highland Reserve Declaration of Restrictions Draft 05.13.2024– PDF version

SP/PD #24-006 Highland Reserve PD Final Plan

July 16, 2024

Page 7

7. Agreement regarding Easements Fully Executed – PDF version
8. Revised Landscape Plan 06.05.2024 – PDF version
9. SP PD #23-008 Prelim PD Approval letter 10.18.2023 – PDF version

CC: SDA, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2024 Planning Commission Activity\Site Plan Applications\SP PD #24-006 Highland Reserve Final PD\Staff Reports\PC\SP TB #24-006 Final PD staff report TB 07.16.2024.docx



Board of Trustees

William J. Fountain, Supervisor
Larry N. Ciofu, Clerk
Kathleen A. Horning, Treasurer

Matthew J. Germane, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

RESOLUTION NO. 24-__

RESOLUTION TO ADOPT ORDINANCE NO. _____,
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on _____, at 7:00 pm.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

WHEREAS, the subject property currently undeveloped and consists of one (1) tax parcel, being tax parcel 4708-26-200-002 (39.05 acres); and

WHEREAS, the current zoning of the property indicates the parcel is currently zoned in the CA (Conservation Agricultural) category; and

WHEREAS, the Hartland Township Future Land Use Map depicts the property in the Special Planning Area category; and

WHEREAS, amending the Zoning Map, for the subject property, to the PD (Planned Development) category, based on the proposed development, as approved in Planned Development Site Plan #24-006, would be consistent with the Future Land Use Map designation; and

WHEREAS, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject property; and

WHEREAS, the Township Planning Commission reviewed the conceptual plan, under Site Plan Application #23-003 on March 23, 2023; and

WHEREAS, the Township Board reviewed the conceptual plan, under Site Plan Application #23-003, on April 4, 2023; and

WHEREAS, the Township Planning Commission held a public hearing for comments on the proposed Preliminary Planned Development (PD) Site Plan #23-008 on September 28, 2023; and recommended approval to the Township Board; and

WHEREAS, the Township Board approved the Preliminary PD on October 10, 2023; and

WHEREAS, the Planning Commission recommended approval of the Final PD, which will amend the Zoning Map from CA to PD at its July 11, 2024; regular meeting; and

WHEREAS, the Township approves Site Plan #24-006 Planned Development, subject to the following conditions:

1. The Final Planned Development Site Plan for Highland Reserve Planned Development, SP/PD Application #24-006 is subject to the approval of the Township Board.
2. Final approval of Highland Reserve Planned Development (SP/PD Application #24-006) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The subject property, which constitutes the planned development project area (39.05 acres), and is to be rezoned to PD, is as follows:
 - a. Tax Parcel ID #4708-26-200-002 (39.05 acres in area); currently zoned CA (Conservation Agricultural).
3. Waiver request for the substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area of the residential section of the planned development along Highland Road, is approved.
4. Waiver request to deviate from the Livingston County Road Commission design standards regarding the roadway surface width for a private road, is approved.
5. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated July 3, 2024, on the Construction Plan Set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.

6. The Master Deed, Condominium By-Laws, and Planned Development Agreement shall be amended to include any access and maintenance agreements. Access and maintenance agreements will be required for the use of the Hartland Glen Lane and future road and sidewalk connections to the east (via Melsetter Street) and south (via Ardmore Avenue). The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
7. Highland Reserve PD shall be connected and served with municipal water and sanitary sewer.
8. The applicant shall obtain all necessary approvals from the Michigan Department of Transportation (MDOT) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
9. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, the Fire Code requirements, and all other government agencies, as applicable.

WHEREAS, the Township Board has determined that amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

NOW THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, ("Ordinance"), Ordinance No. _____, Ordinance to Amend the Township Zoning Map, as outlined in Ordinance ____.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

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

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
 COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by Board of said Township at a regular meeting held on the __ day of _____, 2024.

Larry N. Ciofu, Hartland Township Clerk

EXHIBIT A

**HARTLAND TOWNSHIP BOARD OF TRUSTEES
LIVINGSTON COUNTY, MICHIGAN
ZONING MAP AMENDMENT NO. _____**

THE TOWNSHIP OF HARTLAND ORDAINS:

Section 1. Amendment of Township Zoning Map. Amend the Zoning Map from CA (Conservation Agricultural) to PD (Planned Development) for Tax Parcel Number 4708-26-200-002, which consists of approximately 39.05 acres, located south of Highland Road (M-59) and east of Hartland Glen Lane, in Section 26 of Hartland Township.

Section 2. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4: Effective Date. This Ordinance shall become effective immediately following publication.

**HIGHLAND RESERVE
PLANNED DEVELOPMENT AGREEMENT**

This Agreement ("the Agreement") made this _____ day of _____, 2024, by and between the **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation (the "Township"), whose address is 2655 Clark Rd., Hartland Michigan 48353, and **GREEN DEVELOPMENT VENTURES LLC**, a Michigan limited liability company (the "Applicant"), whose address is 2186 East Centre Avenue, Portage, MI 49002.

RECITALS

A. The Property (the "Property") is located at 12685 Highland Road, Hartland Township, Livingston County, MI 48353, as more fully and legally described in **Exhibit "A"**. The Property is approximately 39 acres of land located east of Hartland Glen Lane, south of Highland Road, in Section 26 of the Township. The overall parcel (Parcel ID #4708-26-200-002) is zoned CA-Conservation Agricultural. The Applicant has the right to acquire title to the Property and has properly applied for a rezoning of the Property from CA-Conservation Agricultural to the PD Planned Development ("PD") District.

B. The Township desires to ensure that the Property is developed and used in accordance with this Agreement, the Final Plan, and applicable laws and regulations.

C. The PD District provides the Applicant with certain development uses for the Property not applicable or clearly defined under the existing zoning classification and which would be a distinct and material benefit and advantage to the Applicant and to the Township.

D. As used in this Agreement, "Owners of the Property" means the Applicant and all current and future owners of legal and/or equitable title to all or any part of the Property.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Intent.** The Property may be developed in accordance with this Agreement and the Final Plans. However, this Agreement is not a commitment by the Applicant or any future owner that it will commence development of the Property, but if development does occur on the Property, it will be in compliance with this Agreement and the Final Plans unless and until this Agreement and/or the Final Plans are revised. It is recognized that there may be modifications required to the Final Plan due to various reasons, including but not limited to engineering requirements, unforeseen conditions, and other governmental requirements. Therefore, modifications to the Final Plan not materially inconsistent with this Agreement and the Final Plan may be permitted in accordance with Article 3.1.18, Section H, of the Ordinance.

2. **Permitted Uses.** Uses set forth herein or identified on the Final Plans are permitted and are lawful ("Permitted Uses"). The Final Plans depict the proposed residential portion of the PD consisting of 101 single family detached homes on approximately 37 acres in the following development pattern: 66 site condominium subdivision units and 35 rental homes. Single family dwellings will consist of a mixture of two-story, ranch and bi-level style homes ranging between 1,250-3,000 square feet in size with 3-5 bedrooms, 2-3 bathrooms and an attached 2-3 car garage. Driveways for each unit will be a minimum 25 feet long, as measured from the leading edge of the home to the edge of sidewalk, to accommodate residents parking two (2) vehicles and so as not to impede with the accessible sidewalk along the road. Vehicular access to the development will occur from Highland Road (M-59) via Lockerbee Lane and from Hartland Glen Lane via Abernathy Street. All residential units will be served by an internal network of private roads. All uses and structures accessory to the above uses are also considered Permitted Uses, such as temporary construction trailers, recreation uses, and maintenance.

An approximate 2.1 acre portion of the overall PD project located in the northwest corner of the property will be retained by the current landowner (Lexington Homes, LLC) and has been designated for "Future Commercial Development". The following GC, General Commercial permitted land uses have been identified for possible future development of this commercial site: Retail center, Professional/medical offices, Financial institution, Personal service establishment, Child care center, Personal fitness center, Restaurant (without drive-in or drive-through service). These uses will be considered permitted principal uses for this parcel subject to review and approval of a Site Plan by the Planning Commission. Additionally, special land uses which are also listed in the GC zoning district such as Gasoline station/convenience store, Fast-food restaurant (with drive-through service) and Restaurant (with drive-in or drive-through service) may also be allowed subject to review and approval of a Special Land Use Permit and Site Plan by the Planning Commission. This commercial site will be developed using the GC, General Commercial zoning standards and applicable design standards relating to landscaping, lighting, architecture, building materials, parking and signage.

3. **Prohibited Uses.** Any use not referenced in this Agreement or in the Final Plan shall be prohibited; unless the Planning Commission determines that such use is similar to any one of the Permitted Uses.
4. **Site and Architectural Standards.**
- a. Residential Density. One hundred and one (101) single family dwelling units are proposed and allowed on the Property. Any requested increase in residential density must be approved by the Planning Commission and Hartland Township Board, in their sole discretion.
 - b. Minimum Lot Size within Site Condominium Subdivision. Minimum lot size for units within the site condominium subdivision portion of the project is as follows.

Minimum Lot Area	Minimum Lot Width
7,200 square feet	60 feet

- c. Minimum Setback and Separation Standards. Minimum building setback and separation standards for the project are as follows.

Site Condominium Subdivision	
Front Setback	80 feet (Highland Road) 25 feet (Interior Private Streets)
Rear Setback	20 feet
Side Setback	5 feet
Rental Community	
Front Setback	80 feet (Highland Road) 35 feet (Hartland Glen Lane) 25 feet (Interior Private Streets)
Rear Setback	NA
Side Separation	10 feet (between homes)

- d. Building Height. Building height of the single family homes will not exceed 35 feet or 2 ½ stories.
- e. Facade. Facade materials and design for the residential portion of the PD shall be developed in accordance with those depicted and described in the Sample Portfolio of Homes dated August 10, 2023 provided with the PD application.
- f. Parking. Each single family home will contain an attached garage [minimum two (2) stalls], plus a private driveway with parking for two (2) additional vehicles.
- g. Landscaping. Landscaping depicted and described in **Exhibit “B”** (Final Plan, Sheet 5 - Landscape Plan dated June 5, 2024) and in **Exhibit “C”** (Project Narrative & Pattern Book dated August 31, 2023) is approved.
- h. Open Space/Amenities. Open space and amenities depicted and described in **Exhibit “B”** (Final Plan, Sheet 4 – Site Plan dated April 7, 2024) and in **Exhibit “C”** (Project Narrative & Pattern Book dated August 31, 2023) is approved. The Applicant shall provide open space quantity per the Final Plan attached hereto. The proposed and approved amount of open space area is approximately 15.72 acres, or 40.30% of the Property.
- i. Sidewalks. Per the attached Final Plan, all sidewalks must be a minimum of five (5) feet wide.

5. **Agreement to Grant Easements and Access and Maintenance Agreement.** Easements for access, water main extension and temporary construction over a portion of Hartland Glen Lane, owned by Redwood Hartland Highland Road MI P1 LLC, in substantially similar form to **Exhibit "D"** attached hereto, shall be recorded against the Property. The easements and agreement will provide vehicular access from Hartland Glen Lane, along with rights to extend water main across this adjacent property.
6. **Reserved.**
7. **Applicant Documents.** A list of all plans, documents, and other materials submitted by the Applicant supporting the Final Plan is attached as **Exhibit "B"** and **Exhibit "C"**.

8. **Rezoning.** By granting its final approval and upon execution and recording of this Agreement, the Township Board has and shall be deemed to have granted the petition to rezone the Property to the PD District, as the PD District exists within the Ordinance as of the date of this Agreement, in accordance with the procedures set forth in the Ordinance. Future amendments or modifications to the PD District requirements and conditions shall not be binding on the Applicant or on the Property until this Agreement is modified and/or terminated.
9. **Amendment.** The terms of this Agreement may be amended, changed, or modified only in writing in the same manner as required to obtain the review and approval of a new rezoning. The Township shall not unreasonably condition, deny, or delay any amendment to this Agreement reasonably required by the Applicant.
10. **Recognizable Benefits.** This Agreement will result in a recognizable and substantial benefit to the ultimate uses of the project and to the community and will result in a higher quality of development than could be achieved under conventional zoning.
11. **Burdens and Benefits Appurtenant.** This Agreement shall run with the Property and bind the parties, their heirs, successors, and assigns. The Applicant shall record this Agreement in the office of the Livingston County Register of Deeds at its sole cost and expense and shall deliver a recorded copy to the Township immediately upon recording. It is understood that the Property is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement. If the Owners of the Property shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Property, the terms and conditions of this Agreement shall benefit, be enforceable by, and shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions.
12. **Zoning Regulations and Obligation to Receive Other Approvals.** Except as otherwise provided herein, the Property shall remain subject to and shall be developed in compliance with all applicable regulations of the Ordinance and all other applicable state and local requirement for land development. The Applicant agrees to comply with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable. Notwithstanding anything to the contrary contained herein and except as otherwise provided herein, all features, dimensions, and conditions identified on the Final Plan or referenced in this Agreement are authorized by the Township and no further approvals are required. The Township shall grant to the Applicant, and to its contractors and subcontractors, all Township permits and authorizations necessary to bring all utilities including electricity, telephone, gas, cable television, water, storm sewer, and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Final Plans, provided the Applicant has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. Any applications for permits from the Township will be processed in the customary manner. The Township will cooperate with the Applicant in connection with the Applicant's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Final Plans or this Agreement. The Township shall not unreasonably deny, withhold, or delay approvals. Unless referenced in this Agreement, the Township shall not require the Applicant to construct any offsite improvements.

13. **Entire Agreement.** This Agreement together with any Exhibits referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.
14. **Conflicts.** In the event of conflict between the provisions of this Agreement and the provisions of another applicable ordinance, code, regulations, requirement, standard, or policy, the provisions of this Agreement shall prevail.
15. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with Michigan law.
16. **Joint Drafting.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of one party against another party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted this Agreement.
17. **Unified Control.** The Property shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.
18. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain valid and enforceable to the fullest extent permitted by law.
19. **Counterparts.** This Agreement and any amendments to it may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
20. **Authority to Execute.** The parties each represent and state that the individuals signing this Agreement are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

PAGE INTENTIONALLY ENDS HERE

SIGNATURES FOLLOW

SIGNATURE PAGE OF THE TOWNSHIP

TOWNSHIP OF HARTLAND,
a Michigan municipal corporation

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing Planned Development Agreement Outline was acknowledged before me by _____, _____, and _____, _____, on behalf of the Township of Hartland on the _____ day of _____, 2024.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:

when recorded, return to:

SIGNATURE PAGE OF THE APPLICANT

GREEN DEVELOPMENT VENTURES LLC, a Michigan limited liability company

By: _____
Name:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2024
by _____, _____ of Green Development Ventures LLC, a Michigan limited liability company.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

EXHIBIT "A"

PROPERTY DESCRIPTION

PROPERTY DESCRIPTION: Land situated in the Township of Hartland, County of Livingston in the State of Michigan and described as follows: A part of the West 1/2 of the Northeast 1/4 of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, more particularly described as commencing at the North 1/4 corner of said Section 26 for a point of beginning; thence North 86 degrees 38 minutes 50 seconds East, 99.75 feet along the North line of said Section 26, to a point on the Southerly right-of-way of M-59 Highway; thence 622.15 feet along a curve to the left, said curve having a radius 3879.71 feet, a central angle of 09 degrees 11 minutes 16 seconds and a chord bearing and distance of South 88 degrees 47 minutes 24 seconds East, 621.48 feet, along the Southerly right-of-way of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 95.52 feet, along Southerly right-of-way of said M-59 Highway; thence North 02 degrees 39 minutes 24 seconds West 10.00 feet, along Southerly right-of-way line of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 286.00 feet, along Southerly right-of-way of said M-59 Highway; thence South 02 degrees 39 minutes 24 seconds East, 10.00 feet along Southerly right-of-way of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 210.00 feet, along Southerly right-of-way of said M-59 Highway; thence South 02 degrees 39 minutes 24 seconds East, 1282.07 feet; thence South 86 degrees 41 minutes 45 seconds West, 1315.86 feet to a point on the North and South 1/4 line of said Section 26; thence North 02 degrees 27 minutes 46 seconds West, 1330.13 feet along said North and South 1/4 line of said Section 26, to the point of beginning.

TAX ID# 4708-26-200-002

EXHIBIT "B"
FINAL PLAN SET

EXHIBIT "C"
HIGHLAND RESERVE PROJECT NARRATIVE AND
PATTERN BOOK (August 31, 2024)

EXHIBIT "D"
AGREEMENT TO GRANT EASEMENTS AND
MAINTENANCE AGREEMENT

MASTER DEED

HIGHLAND RESERVE CONDOMINIUM
A Site Condominium Project

Pursuant to the Condominium Act, Act 59, Public Acts of 1978
as amended, MCL 559.101, et seq.

Livingston County Condominium Subdivision Plan No. _____

- (1) Master Deed establishing Highland Reserve Condominium, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Highland Reserve Condominium Condominium Bylaws.
- (3) Exhibit B to Master Deed: Highland Reserve Condominium Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit D to Master Deed: Highland Reserve Condominium Percentage of Value Chart.

No interest in real estate being conveyed hereby. No revenue stamps are required.

Drafted By:

Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:

Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

**MASTER DEED
HIGHLAND RESERVE CONDOMINIUM**

A Site Condominium Project

(Act 59, Public Acts of 1978
as amended)

This Master Deed is signed on the _____ day of _____, 2024, by Green Development Ventures, LLC, a Michigan limited liability company, d.b.a. Allen Edwin Homes of 2186 East Centre Avenue, Portage, Michigan 49002 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing a site condominium project to be known as Highland Reserve Condominium (the "Project"), according to development plans on file with the Township of Hartland on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located thereon, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential site condominium project. The fifteen (15) building sites (the "Units") that may be developed in Phase 1 of the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

1.2 Co-Owner Rights. Each owner of a Unit ("Co-Owner" or "Owner") shall have an exclusive property right to Co-Owner's Unit, an undivided and inseparable right to the limited common elements which are appurtenant to that Unit, and an undivided and inseparable right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

1.3 Planned Unit Development Agreement. The Project is situated in a Planned Unit Development Agreement and is being developed consistent with a Planned Unit Development Ordinance for Highland Reserve approved by the Township of Hartland on _____, 2024, which is fully incorporated by reference.

1.4 Declaration of Easements, Covenants, Conditions and Restriction for Highland Reserve. This Project is part of Highland Reserve and is subject to a Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, recorded in Livingston County Records on _____, 2024, as Document No. _____ which is fully incorporated by reference.

ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the Township of Hartland, County of Livingston, and State of Michigan, and described as follows:

[INSERT LEGAL DESCRIPTION]

2.2 Easements. The Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Condominium Subdivision Plan, Exhibit B and as described in Article VIII hereof.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Highland Reserve Condominium Homeowners Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) **Association.** "Association" or "Association of Co-owners" means Highland Reserve Condominium Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(c) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(d) **Common Elements.** "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.

(e) **Condominium Bylaws.** "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(f) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(g) **Condominium Property.** "Condominium Property" or "Condominium Premises" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

(h) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(i) **Condominium Unit.** "Condominium Unit", "Unit" or "Building Site"

means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(j) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(k) Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve. "Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve" or "Master Declaration" means and refers to the Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, recorded in Livingston County Records on _____, 2024, as Document No. _____ which is fully incorporated by reference, which contains building and use restrictions, covenants and conditions which the Developer has imposed upon Highland Reserve to provide for the administration, operation, insurance, maintenance, repair, replacement and, where applicable, ownership of the amenities and improvements in Highland Reserve which are intended for the common use and benefit of all residential developments in Highland Reserve, including, without limitation, this Condominium, and HR Rentals. This Master Deed is subordinate and subject to the Master Declaration in all respects thereto.

(l) Developer. "Developer" means Green Development Ventures, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(m) Development and Sales Period. "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

(n) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(o) Highland Reserve. "Highland Reserve" means and includes the lands described in the Master Declaration, which Developer is developing, or hereafter may develop, for single-family residential purposes as, including without limitation: (a) this Condominium; and "HR Rentals").

(p) HR Rentals. An estimated thirty-five (35) single-ownership market-rate rental units, which Developer is developing, or hereafter may develop, which shall be subject to the Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve.

(q) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(r) Master Deed. "Master Deed" means this document, together with the exhibits attached to it, and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(s) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(t) Percentage of Value Factor. "Percentage of Value Factor" shall be

the number assigned to each Unit as shown on Exhibit D to the Master Deed, or on a subsequently executed and recorded amendment to the Master Deed, which shall be used in the calculation of the Percentage of Value of each such Unit.

(u) Planned Unit Development Agreement. “Planned Unit Development Agreement” or “PUD Agreement” means the Planned Unit Development Agreement for Highland Reserve approved by the Township of Hartland on _____, 2024, which is fully incorporated by reference.

(v) Project. "Project" or "Condominium" means Highland Reserve Condominium, a residential site condominium development established in conformity with the provisions of the Act.

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

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to beneficial easements for ingress, egress and utility installation over, across and through non-Condominium property or individual Units in the Project;

(b) Improvements. The private roadway(s), if any; the common walkways (if any); and the lawns, trees, shrubs, and other improvements or landscaped areas not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed.

(c) Electrical. The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) Gas. The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Storm Drainage. The storm drainage and/or retention system throughout the Project;

(f) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) Telecommunications. The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Water. The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) Sanitary Sewer. The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) Entry Improvements. The entry signage and other improvements located at the entry to the Project (if any);

(k) Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

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

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) Subterranean Land and Air Space. The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet below the surface, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and the space located within Unit boundaries, from and above a height of forty (40) feet above the surface, as shown on Exhibit B;

(c) Subsurface Improvements. The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) Water Wells/Water Service. The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(e) Septic Systems. The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit. The Sewer Service beginning at the point of lateral connection for service to an individual Unit;

(f) Yard Areas. The portion of any yard area located between the Unit and the paved common roadway or otherwise designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) Delivery Boxes. The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;

(h) Driveways and Sidewalks. The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and

(i) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Except as provided in this Subsection, each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's Unit.

(b) **Unit Improvements.** All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. Unless otherwise stated in this Master Deed, each Co-owner shall be responsible for the maintenance, repair, and replacement of all structures and improvements within their Unit, the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit, and the maintenance and mowing of all yard areas within their Unit. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(c) **Maintenance of General Common Elements.** Except as set forth herein, the responsibility for maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible for the cost and, at the option of the Association, the performance thereof. In addition to the foregoing, any common expenses incurred by the Association which are associated with the maintenance of a Limited Common Element (where, for example, the Co-Owner fails to maintain the Limited Common Elements) shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the Percentage of Value for each affected Unit.

The Association shall be responsible for the maintenance of the private roads, if any, and the storm water system, if private, including any retention ponds located within the Condominium Premises and identified on the attached **Exhibit B**. Further, the Association shall be responsible for the repair and/or remediation of any soil erosion from, relating to, or in connection with the ponds and their use in connection

with the storm water system, if private. If the storm water system is a private system, any regulatory liabilities arising or relating to the storm water system, including, but not limited to, costs arising from or relating to storm water runoff into the ponds, and/or flows from the ponds outside the Condominium, are the responsibility of the Association.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to maintain the storm water system, if private or the private roads, if any, as set forth above, that both the Township of Hartland and the Drain Commissioner for the County in which the Project is located shall have the right to properly maintain the same, and to create a special assessment district for the purpose of assessing all of the Co-Owners in the Condominium Project on an equal basis, to pay for any costs and expenses incurred by either the Township of Hartland or the Drain Commissioner for the County in which the Project is located in maintaining the private roads, if any or the storm water system, if private, because of the Association or Developer's failure to do so. This Master Deed shall constitute a petition to the Township of Hartland and/or the Drain Commissioner for the County in which the Project is located by the Owners of more than 50% of the land within the Project to create a private road or storm sewer special assessment district, if applicable, including the total land area of the Project for the purpose of operating, maintaining and repairing said private roads, if any, and/or storm water system, if private.

4.4 Oversight Authority. While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(b) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sale Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of

them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT, SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the Township of Hartland. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of such value which is assigned to each of the fifteen (15) Condominium Units in Phase I of the Project is shown on Exhibit D. The determination of the Percentage of Value for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value will be equal and the same for each Unit. Therefore, based on fifteen (15) Units, the percentage of value for each Unit is 6.67%.

5.3 Subdivision, Consolidation and Other Modifications 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 and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. 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:

(i) **Subdivide Units.** Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and 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 subdivision or re-subdivision 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.

(ii) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units which are separated only by a Unit perimeter boundary. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iii) Relocate Boundaries. Relocate any boundaries between adjoining Units which it owns. 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.

(iv) 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 and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be according to the method or formula used to determine the Percentages of Value in Section 5.2, but otherwise within the sole judgment of Developer. 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 buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

(b) By Co-owner. The Co-owner(s) of one or more Units may take the following actions:

(i) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating Percentages of Value if and to the extent in accordance with the method or formula used to determine the Percentages of Value in Section 5.2, 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 of boundaries shall not occur, however, until such amendment is recorded in the Office of the Livingston County Register of Deeds.

(ii) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon approval of the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide their Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall divide the Percentages of Value assigned to the original Unit in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. Subdivision shall not be made until the amendment is recorded in the Office of the Livingston County Register of Deeds. Any subdivision of a Unit must comply with applicable municipal ordinances.

(iii) Consolidate Contiguous Units. If a Co-owner owns adjoining Units, the Co-owner may consolidate these adjoining Units upon written request to the Association. If the consolidation is approved, the President of the Association shall cause to be prepared an amendment to the Master Deed duly effecting such consolidation, identifying the Units involved, and combining the Percentages of

Value in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. The Co-owner requesting consolidation of the Units shall bear all costs of such amendment. The consolidation shall not be made until the amendment is recorded in the Office of the Livingston County Register of Deeds.

(c) **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article V.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of fifteen (15) condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of one hundred one (101) Units. Additional Units, if any, will be established on all or some portion of the land designated on Exhibit B as the future development area (the “Future Development Area”). The future development area is legally described as follows:

[FDA LEGAL DESCRIPTION INCLUDING LAND FOR 35 RENTALS]

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer’s election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Co-owner, mortgagee, or other interested person. All of the Co-owners and mortgages 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. All such interested persons irrevocably appoint Developer and its successors and assigns 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. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the

Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways or walkways in the Project to any roadways or walkways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of fifteen (15) Condominium Units and may, at the election of the Developer, be contracted to any lesser number of Units.

7.2 Withdrawal of Units. The Developer may exercise its right to contract and withdraw land from the Project from time to time within a period ending not later than six (6) years after the initial recording of the Master Deed, at which time such right will expire. If the Developer exercises such right, then the Developer may withdraw from the Project all or any portion of the lands described in Article II and reduce the number of Units in the Project; provided, that no Unit or portion thereof which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the signed and written consent of the Co-owner or purchaser of such Unit and the holder of any first mortgage of record against such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII, there are no restrictions or limitations on the right of the Developer to contract or withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

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

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will be deemed nonmaterial and, in accordance with Section 9.1 or Section 9.2(a) of this Master Deed, will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer

may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

8.1 Encumbrances. The Condominium is established and exists subject to a Planned Unit Development, the Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, this Master Deed, all valid easements, rights-of-way and building and use restrictions, if any, of record in the Livingston County Register of Deeds on the date this Master Deed is recorded, and all valid governmental limitations as are applicable to the Condominium and/or the Condominium Premises. The Developer intends, and expressly reserves the rights, to: (a) if the Developer has not yet done so, record against the Condominium Premises in the Livingston County Records a Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, in such form and with such content as the Developer, in its sole discretion, shall determine, provided that its terms, covenant and conditions are consistent herewith and with the Disclosure Statement provided to Unit purchasers pursuant to the Act, together with a subordination of this Master Deed thereto; and (b) convey all individual Units by warranty deed subject to the foregoing exceptions.

8.2 Easements for Encroachments. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.3 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

- (a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in the Master Declaration; and
- (b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.
- (c) for any other purpose beneficial to the Condominium Project.

8.4 Easement Reserved for Unexercised Future Development Area. If any portion of the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master Deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the

benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.

8.5 Disclosure of Proposed Adjacent HR Rental Project. The Township has authorized the Developer to establish Highland Reserve Condominium, as a residential site condominium project which will be a part of a mixed residential use development of Highland Reserve and may include the HR Rental Project.

8.6 Easement Reserved for Developer for Contracted or Withdrawn Areas. If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project.

8.7 Developer Responsibility. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

8.8 Repair and Replacement. The Developer retains for the benefit of itself, its agents, employees, independent contractors, successors and assigns and designated representatives and for the benefit of any appropriate utility company and to the burden of the Condominium, the right of ingress and egress to the Condominium Property and any Unit and the Limited Common Elements appurtenant thereto, for the purpose of exercising any of the Developer's rights described herein, including the right to (i) do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of its responsibilities, and (ii) such other access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

8.9 Easement to Township. The Township, school vehicles, and emergency vehicles shall automatically be granted easements for the right of ingress and egress to and from any Unit or real property within the Condominium Property by way of the Project's private roadways.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the County where the Project is located.

9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** An amendment may be made by the Association or the Developer without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners and to the extent

required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without their consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this Subsection, a mortgagee shall have one vote for each first mortgage held.

(c) Compliance With Law. Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development and Sales Period, or for so long as there is any further possibility of expansion of the Project, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.

(e) Consolidating Master Deed. An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

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

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees of a first mortgage of record against a Unit, in the following manner:

(a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

(b) Real Property Ownership. Upon recording a document terminating the Project, the Condominium Property shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the Condominium Property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recording a document terminating the

Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

9.4 Township Approval. No amendment may be made to this Master Deed or to other Condominium Documents for the purpose of modifying or eliminating the requirement for Township approval of a matter which the Township is required to approve, without the prior approval of the Planning Commission and Township Council. The use of the Project is subject to the PUD Ordinance notwithstanding anything to the contrary in the Master Deed or Bylaws.

ARTICLE X

WITHDRAWAL OF PROPERTY

10.1 Withdrawal of Property.

(a) Withdrawal by Developer. Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of recording of this Master Deed, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Co-owner, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) Withdrawal by Association. If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in Section 10.1(a) expire, the Association, by an affirmative two-thirds majority vote of Co-owners in good standing, may declare that the undeveloped land shall remain part of the Project, but shall revert to the General Common Elements. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped Units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped Units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

(c) Undeveloped Land. For purposes of this Section 10.1, “undeveloped land” does not include Units that are depicted or described on the Condominium Subdivision Plan pursuant to Section 66 as containing no vertical improvements.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

11.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to

approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

Green Development Ventures, LLC,
a Michigan limited liability company

By: _____
Thomas M. Larabel
Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

This instrument was acknowledged before me the ____ day of _____, 2024, by Thomas M. Larabel, Vice President of Green Development Ventures, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

Notary Public
_____ County, MI
Acting in the County of _____
My commission expires: _____

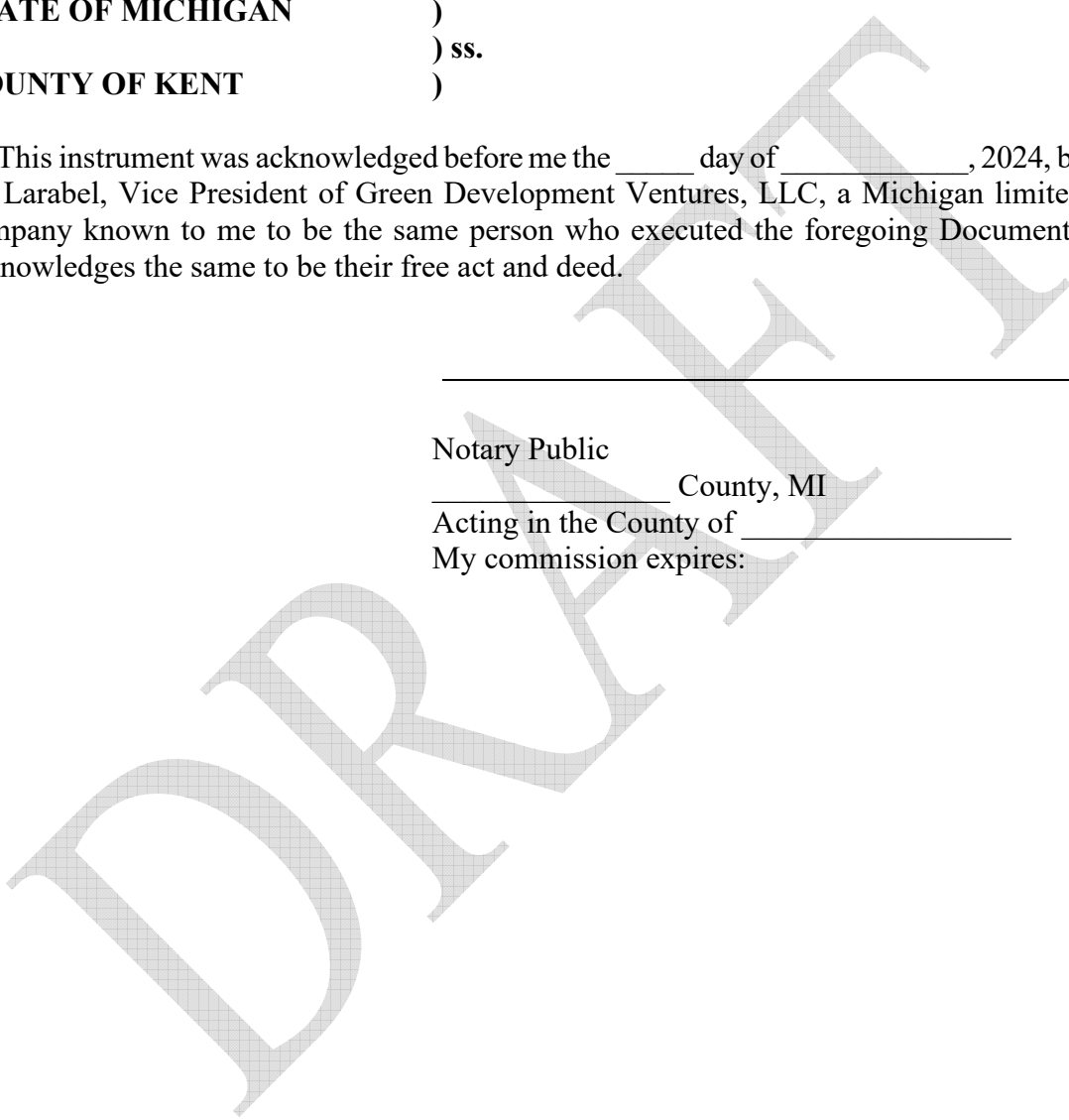


EXHIBIT A

CONDOMINIUM BYLAWS

HIGHLAND RESERVE CONDOMINIUM HOMEOWNERS ASSOCIATION

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Highland Reserve Condominium, a residential site condominium project located in the Township of Hartland, Livingston County, Michigan (the "Project") is being developed in successive phases to comprise a maximum of one hundred one (101) building sites (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

1.3 Planned Unit Development Agreement. The Project is situated in a Planned Unit Development Agreement and is being developed consistent with a Planned Unit Development Ordinance for Highland Reserve approved by the Township of Hartland on _____, 2024, which is fully incorporated by reference.

1.4 Declaration of Easements, Covenants, Conditions and Restriction for Highland Reserve. This Project is part of the Highland Reserve and is subject to a Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, recorded in Livingston County Records on _____, 2024, as Document No. _____ which is fully incorporated by reference.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project; or (b) 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, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before

conveyance of 90% 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 director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the corporate bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner 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.

3.8 Electronic Participation. Electronic participation in meetings is governed by the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the

Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- (d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws, the PUD Ordinance or the Master Declaration;
- (e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;
- (i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with the Articles and Article XIII of these Bylaws,

instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of \$20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of these Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the

Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien, at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent, if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles

and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. 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 Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) **Budget Adjustments.** Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to

meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis. Any subdivision of a Unit must comply with applicable municipal ordinances

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such containing common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt 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.

(a) **Legal Remedies.** In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) **Sale of Unit.** Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use 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 the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

(d) **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees;

second, to any interest, late charges, and fines charged, imposed, or levied in accordance with the Condominium Documents; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The responsibility of Developer for assessments is as follows:

(a) **Pre-Turnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.

(c) **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and

maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Co-owner Responsibilities.** Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees, and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited

Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer, or the Association, which rights are waived.

(f) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, however, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, 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 having an interest in the property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any 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 prior written approval for changes is obtained from the Association or its Architectural Review Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party 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 cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Amendment to Master Deed.** In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the 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 by any Co-owner.

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

(e) **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this Section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or

maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

7.4 Architectural Review. Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of shingle construction using cedar, fiberglass or asphalt shingles or other approved constructions and materials. Driveways may be of asphalt, brick or cement, and children's play areas shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements. All residences will meet or exceed all requirements of the Township of Hartland.

Plans for proposed finishing of any terrace level shall be submitted with the application for approval, whether such construction will be completed currently or at a future date.

(c) Garage. Each residence must be equipped with an attached garage of not less than one stall.

(d) Fencing. Wood fences and galvanized chain link fences (except black vinyl-coated chain link) are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a fence made of approved materials, but only after the Review Committee has approved in writing the composition and location of the fence. The enclosed area shall be landscaped or improved in a manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.

(e) Pools. Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.

(f) Landscaping and Lawn Maintenance. Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by

the Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.

- (i) Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.
- (ii) Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.
- (iii) The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.
- (iv) Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.
- (v) No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

- (vi) Lawns will be mowed during the growing season before the turf reaches an average height of 5 inches.
- (vii) Dead or fallen trees will be removed from the Owner's property.
- (viii) Dead shrubs will be removed from the Owner's property.
- (ix) Most gardens and planting beds have reasonable quantities of weeds. However, if a garden or planting bed becomes overgrown and a nuisance, the Review Committee may require the weeds to be removed.

Regular lawn maintenance is required even if a home is not occupied or the Owner is currently not there. In the event a yard is not reasonably maintained, the Review Committee will attempt to notify the Owner. If the Review Committee cannot reasonably notify the Owner, or if the Owner does not correct the situation, the Review Committee is authorized to hire the work to be done. The Owner will be billed for the cost, plus a per occurrence fee equal to the greater of \$35 or 10% of the cost.

(g) Sheds and Other Accessory Buildings. Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:

- (i)** The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.
- (ii)** The location and dimensions must be approved in writing by the Review Committee.
- (iii)** Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.
- (iv)** The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.

(h) Wells. No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.

(i) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or appropriately screened so they cannot be seen from the road or from the neighboring property. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

(j) Letter and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

(k) Rules and Regulations. The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

7.7 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

7.9 Committee Appointment. Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

7.10 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 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. While the Township of Hartland residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no

more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium 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, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. 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 or the Developer at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) **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 of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

(b) **Drainage Easements/Soil Erosion Control Measures.** There are drainage easements established throughout the condominium project for the benefit of all Co-owners. Those drainage easements are located on both common elements and within the boundaries of Units. Co-owners are prohibited from doing any of the following within any designated drainage area: 1) altering the grade; 2) placing temporary or permanent structures, or other improvements; and 3) the destruction, impairment, or other alterations to any drainage structure.

At the time a Co-owner takes occupancy of his Unit the lawn may not be completely established. The Co-owner is responsible for soil erosion control of their Unit including maintaining and installing temporary and permanent erosion controls measures. Measures may be removed only when a lawn within the Unit is completely established and stabilized.

(c) **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.

(d) Nuisances and Hazardous Substances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. 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 which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units. With the exception of common household products, hazardous or toxic materials may not be stored, produced, released or disposed of on the Condominium Property without written approval from the Association.

(e) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which 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 his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would violate any law.

(f) Signs. No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

(g) Exterior Lighting. No high intensity or gas vapor lights, dusk-to-dawn lights, or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of Developer or the Review Committee.

(h) Satellite Dishes and Solar Panels. No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

(i) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

(j) **Firearms and Weapons.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

(k) **Pets and Animals.** No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

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 such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

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, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this Section. Any 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 which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(l) **Recreational Vehicles and Parking.** Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(m) **Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) **Application of Restrictions.** Absent 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 Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(o) **Vehicle Parking.** Disabled or unlicensed vehicles may not be parked outside. Vehicles shall be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

(p) **Commercial Vehicles.** No Unit Owner may park any semi-truck, trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.

(q) **Registered Sex Offenders.** No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, including, without limitation, providing for the levying of fines against Co-owners for noncompliance with the Condominium Documents, 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% or more of all Co-owners.

8.6 Enforcement by Developer. The Condominium 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. The Developer's rights include, but are not limited to the following:

(a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer 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.;

(b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;

(c) 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.

8.7 Co-owner Enforcement. An aggrieved Co-owner is also 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, consistent with Article XIII of the Articles of Incorporation.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 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 Article VIII, 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, including actual attorney fees. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

8.9 Developer Approvals. During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or 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.

The Developer shall have the right to refuse to approve any plans 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 specifications, grading or landscaping plans, 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 erect the same, and the degree of harmony with the Project as a whole.

8.10 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

8.11 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the register of deeds office for the County where the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

10.2 Terms of Lease. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

10.3 Remedies of Association. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant 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 the Condominium Project.

10.4 Liability for Assessments. If 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-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

10.5 Reserved Rights of Developer. The Developer may lease any number of Units in the Project in its discretion without approval by the Association.

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

11.3 Association Purchase Option. If a Unit is occupied in violation of Section 8.3(q), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) **Purchaser's Option.** At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) **Association's Option.** At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

CIVIL ACTIONS

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. 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 corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the

corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

(i) 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:

(a) It is in the best interests of the corporation to file a lawsuit;

(b) That at least one 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;

(c) Litigation is the only prudent, feasible and reasonable alternative; and

(d) 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.

(ii) 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:

(a) The number of years the Litigation Attorney has practiced law; and

(b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together

with the case number, county and court in which each civil action was file.

- (iii) 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 litigation.
- (iv) 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.
- (v) The Litigation Attorney's proposed written fee agreement.
- (vi) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this this Article XIII.

(c) 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 for that purpose. 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 members of the corporation 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 members with the written notice of the Litigation Evaluation Meeting.

(d) 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 members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. 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 seventy-five percent (75%) in number and in value of all of the 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.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("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 members of the corporation 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 corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members 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.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

- (i) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("reporting period").
- (ii) 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.
- (iii) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (iv) 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.

(v) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(i) The status of the litigation;

(ii) The status of settlement efforts, if any; and

(iii) The Attorney's Written Report.

(i) 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 members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

ARTICLE XIV

ELECTRONIC PARTICIPATION

A shareholder, member, co-owner, or proxy holder may participate in a meeting of shareholders or members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

(a) All participants shall be advised of the means of remote communication.

(b) Participation in a meeting under this Section constitutes presence in person at the meeting.

(c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.

(d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:

- (i) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.
- (ii) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
- (iii) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XV

DEFAULT AND REMEDIES

15.1 General. In the event of any default by a Co-owner, including any breach, violation, or failure to comply with any of the terms or provisions of the Condominium Documents arising out of the condition of a Co-owner's Unit or the acts or neglects of a Co-owner or any of their family, tenants, invitees, or guests on or about the Condominium Property, the Association, acting through its Board of Directors, may:

- (a) subject to Article XIII, if applicable, bring an action against the Co-owner to recover sums for damages, injunctive relief, foreclosure of a lien (if the default is in the payment of an assessment), or any combination thereof;
- (b) if the Association is successful in a proceeding arising because of the default, recover the costs of the proceeding and actual attorneys' fees from the Co-owner;
- (c) impose late charges against the Co-owner for nonpayment of assessments; and
- (d) levy fines against the Co-owner after notice and an opportunity for a hearing thereon.

15.2 Procedures. Any levying of fines shall only be to the extent established by duly adopted Rules and Regulations of the Association.

15.3 Notice & Hearing. On any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Section 2.4 above.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the notice. The offending Co-owner may, at their option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to a notice of violation constitutes a default.

(d) **Hearing and Decision.** On appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

15.4 Continuous or Recurring Defaults. If a fine has been levied by the Board in accordance with the Rules and Regulations of the Association for a continuous or recurring default, then each day from the levying of the fine until the correction of the default to the Board's satisfaction may be deemed a separate instance of the same default, and fines may be levied by the Board in accordance with the Rules and Regulations of the Association for each such instance without further notice or opportunity for a hearing.

15.5 Collection. Any late charge imposed against a Co-owner or fine levied against a Co-owner shall be deemed to have been specially assessed against the Co-owner's Unit. Any failure to pay such late charge, fine, or assessment when due will subject the Co-owner to all of the liabilities set forth in the Condominium Documents, including, without limitation, those described in Article V above.

15.6 Developer Exempt from Late Charges and Fines. The Association shall not be entitled to impose late charges or levy fines against the Developer for any violation of the Condominium Documents.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

16.2 Planned Unit Development Agreement. The Planned Unit Development Agreement approved by the Township of Hartland on _____, 2024 is incorporated herein by reference and shall bind the Association and its members.

16.3 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

16.4 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

16.5 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed. No amendment may be made to these Bylaws or to other Condominium Documents for the purpose of modifying or eliminating the requirement for Township approval regarding a matter which the Township is required to approve, without the prior approval of the Township Planning Commission and Township Council. The use of the Project is subject to the Planned Unit Development Ordinance notwithstanding anything to the contrary in the Master Deed or these Bylaws.

16.6 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) The Planned Unit Development Agreement;
- (2) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (3) these Condominium Bylaws;

- (4) the Articles of Incorporation of the Association;
- (5) the Association (Corporate) Bylaws; and
- (6) the Rules and Regulations of the Association.

15.6 Highland Reserve. The Project is being developed pursuant to and consistent with:

- (1) A Planned Unit Development Agreement for Highland Reserve approved by the Township of Hartland on _____, 2024, which is fully incorporated by reference (the “PUD Agreement”); and
- (2) Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve dated _____, 2024, and recorded in Livingston County Records on _____, 2024, as Document No. _____ which is fully incorporated by reference (the “Master Declaration”).

These Bylaws are subordinate and subject to the PUD Ordinance and Master Declaration in all respects.

EXHIBIT D

HIGHLAND RESERVE CONDOMINIUM MASTER DEED

Condominium Percentage of Value Chart

<u>Unit Number</u>	<u>Percentage of Value Factor</u>	<u>Percentage of Value</u>
1	1.00	6.67
2	1.00	6.67
3	1.00	6.67
4	1.00	6.67
5	1.00	6.67
6	1.00	6.67
7	1.00	6.67
8	1.00	6.67
9	1.00	6.67
10	1.00	6.67
11	1.00	6.67
12	1.00	6.67
13	1.00	6.67
14	1.00	6.67
15	1.00	6.67

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HIGHLAND RESERVE**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND RESERVE (hereinafter referred to as "Declaration"), is made on _____, 2024, by Green Development Ventures, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002 (herein, "Declarant").

RECITALS:

- A. Declarant is the owner of real property located in the Township of Hartland (herein, the "Township"), Livingston County, Michigan, which is described in Exhibit "A" hereto (hereinafter, "Highland Reserve"). **[HIGHLAND RESERVE – COMBINED LARGER PARCEL]**
- B. Declarant has proposed, and the Township has approved, a final site plan which permits the Declarant to develop without limitation:
 - (1) Highland Reserve Condominium, a residential site condominium, as described in Article I, Section 1, below.
 - (2) HR Rentals, an estimated 35 single-ownership market-rate rental units, as described in Article I, Section 2, below.
 - (3) Joint Maintenance Elements, each as defined in Article I below, which, except to the extent specifically declared hereby to be for the use and enjoyment of the public, are intended for the exclusive common benefit, use and enjoyment of the Owners, residents, and guests of Highland Reserve Condominium and HR Rentals.
- C. In order to facilitate the development, construction, sale, leasing and management of residential housing within Highland Reserve, Declarant desires to establish easements, covenants, conditions and restrictions which will promote the orderly development,

improvement and operation of Highland Reserve in order to promote the property values, aesthetic appearance and mutual use and enjoyment of Highland Reserve.

- D. Declarant has established, or will establish, the Highland Reserve Condominium Homeowners Association (“the “Association”), a Michigan nonprofit corporation, membership in which shall be mandatory for co-owners within Highland Reserve Condominium. In addition, the Association shall coordinate and collect Joint Maintenance Expenses, as provided for elsewhere herein.
- E. The terms and provisions of this Declaration are intended to be, and shall be, covenants running with the land and binding upon Declarant and its successors and assigns, and upon all future Owners of all of the land and improvements which now exist or hereafter are constructed, erected, or installed in Highland Reserve.
- F. Highland Reserve will be developed consistent with Ordinance No. ____, an Ordinance to Establish the Highland Reserve Planned Unit Development (the “PUD Ordinance”) approved by the Township of Hartland on _____, which is incorporated by reference and attached as Exhibit B.

NOW, THEREFORE, Declarant declares that Highland Reserve is, and shall be, held, sold, conveyed, mortgaged, hypothecated, encumbered, leased, occupied, improved, transferred and utilized subject to the following easements, covenants, conditions and restrictions which are for the purposes set forth above and for the purposes of protecting the value and desirability of and which shall run with the land and improvements which comprise Highland Reserve and be perpetually binding on all persons having any right, title or interest in any real property therein.

ARTICLE I

DEFINITIONS

Section 1. Highland Reserve Condominium. “Highland Reserve Condominium” means the single-family residential site condominium project which Declarant, or its successor or assign, proposes to establish by the recording of its master deed.

Section 2. HR Rentals. “HR Rentals” means the thirty-five (35) single-ownership market-rate rental units which shall be entitled consistent with such usage.

Section 3. Highland Reserve. “Highland Reserve” means the combined parcel of Highland Reserve Condominium and HR Rentals.

Section 4. Township. The “Township” means the Township of Hartland, Michigan.

Section 5. Common Open Space. “Common Open Space” means the portion of Highland Reserve which is described as such on the final site plan for Highland Reserve.

Section 6. Highland Reserve Condominium Homeowners Association. “Association” or “Highland Reserve Condominium Homeowners Association” means the Highland Reserve Condominium Homeowners Association, being the nonprofit corporation which the Declarant has

established, or will cause to be established, by the filing of its Articles of Incorporation with the State of Michigan.

Section 7. Highland Reserve Documents. "Highland Reserve Documents" means and includes this Declaration, the Articles of Incorporation, Corporate Bylaws, and the PUD Ordinance and any rules and regulations adopted for the benefit of Highland Reserve.

Section 8. Community Storm System. "Community Storm System" means and includes all storm water drain facilities which serve both Highland Reserve Condominium and HR Rentals within Highland Reserve, irrespective of their ownership, together with the easements described herein.

Section 9. Condominium Act. "Condominium Act" means Act 59 of the Michigan Public Acts of 1978, as from time to time amended.

Section 10. Condominium Unit or Unit. "Condominium Unit" or "Unit" each mean an individual ownership unit, consisting of land and air space, or air space alone, as applicable, within Highland Reserve Condominium.

Section 11. Owner. "Owner" shall mean and refer to any person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof, who or which is the owner, in fee simple title or as the land contract purchaser, of any Unit, and shall include any person who is a "Owner" within the meaning given that term in the Condominium Act.

Section 12. Declarant. "Declarant" means Green Development Ventures, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002, and its successors and assigns. Unless otherwise clearly intended in the context, both successors and assigns shall always be deemed to be included within the term "Declarant" whenever and however such term is used in this Declaration.

Section 13. Declaration. "Declaration" shall mean this Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve, which shall be effective when recorded in the Livingston County Register of Deeds, as amended from time to time in accordance with Article V below.

Section 14. Planned Unit Development Ordinance or PUD Ordinance. "Planned Unit Development Ordinance" or "PUD Ordinance" each mean that Planned Unit Development Ordinance No. _____, approved by the Township of Hartland on _____, which is incorporated by reference and attached as Exhibit B.

Section 15. Private Roads. "Private Roads" means _____, _____, _____, and _____.

Section 16. Joint Maintenance Elements. "Joint Maintenance Elements" means those areas and improvements constructed in the Common Open Space of Highland Reserve by the Declarant which are designed and intended for the use and benefit of Highland Reserve Condominium and HR Rentals and their Owners. "Joint Maintenance Elements" shall include: (a) the private streets

within Highland Reserve; (b) playground; (c) central mail delivery system; (d) storm water system; and (e) walking paths and benches, if any; and (f) unimproved common spaces. The Joint Maintenance Expenses will be identified as such on the final site plan.

ARTICLE II

EASEMENTS AND LICENCES

Section 1. Water System Easements. Declarant hereby reserves, grants, conveys, transfers and assigns permanent, irrevocable easements for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the public water distribution and community irrigation system serving Highland Reserve within, over, across, under and through the Common Open Space, as well as other areas, to the extent required. The Declarant, during the period of development and construction of Highland Reserve Condominium and the HR Rentals, or any portion thereof, and thereafter the Association, the Township and/or any public utility providing potable water to Highland Reserve, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the Township, Association and/or any such public utility, and their respective agents, employees and contractors, each shall have in connection therewith the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Association, only, shall be required to promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which existed prior to the exercise of this right. The Association, Township and every such public utility, by and through their respective agents, employees, and contractors, each shall have a right of ingress and egress, without notice, across the private roadways and exterior unimproved land areas in Highland Reserve in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of the Highland Reserve Condominium and HR Rentals, or any portion thereof, and thereafter to the Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section.

Section 2. Sanitary Sewer System Easements. Declarant hereby reserves, grants, conveys, transfers and assigns permanent irrevocable easements for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the public sanitary sewer system serving Highland Reserve within, over, across, under and through the Common Open Space, as well as other areas, to the extent required. The Declarant, during the period of development and construction of Highland Reserve Condominium and HR Rentals, or any portion thereof, and thereafter the Association, the Township and/or any public utility responsible to provide such service to Highland Reserve, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the Association, Township and every such public utility, by and through their respective agents,

employees and contractors, each shall have the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Association, only, shall promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which existed prior to the exercise of this right. The Association, Township and every such public utility, by and through their respective agents, employees and contractors, each shall have and enjoy a right of ingress and egress, without notice, across the private roadways and exterior land areas in Highland Reserve in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of the Highland Reserve Condominium and the HR Rentals, or any portion thereof, and thereafter to the Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section, and the Declarant.

Section 3. Storm Water Management System Including Surface Drainage Easements.

Declarant hereby reserves, grants, conveys, transfers and assigns permanent, irrevocable easements for unobstructed surface drainage, and for the construction, inspection, testing, operation, maintenance, repair and replacement of all components of the storm water management system serving Highland Reserve, within, over, across, under and through the Common Open Space, as well as other areas, to the extent required. Except as provided in this Section, or as permitted by the Township-approved site plan for Highland Reserve, neither the Association, nor any Owners shall alter or impede the surface drainage within the Highland Reserve. The Declarant, during the period of development and construction of Highland Reserve Condominium and HR Rentals, or any portion thereof, and thereafter the Association and Township, from time to time may exercise the rights hereby conferred. Without limiting the scope of the easement reserved, granted and conveyed by the preceding sentence, in connection with and in furtherance of the performance of its responsibilities, the Association and Township, by and through their respective agents, employees and contractors, each shall have the right to excavate, remove, repair, construct, install, place, fill and in any other respect alter or modify the landscaping, vegetation, soils and topography within any such easement; provided, that the Association, only, shall promptly restore the condition of any such landscaping, vegetation and soils as nearly as possible to that which existed prior to the exercise of this right. The Association and Township, by and through their respective agents, employees, and contractors, each shall have and enjoy a right of ingress and egress, without notice, across the private roadways and exterior land areas in Highland Reserve in order to exercise any such right granted or responsibility assigned it. The Declarant reserves to itself, its successors and assigns, during the period of development and construction of Highland Reserve Condominium and HR Rentals, or any portion thereof, and thereafter to the Association, the right to modify this Section in order to further identify and limit the locations of the easements hereby conferred, and/or to amend, clarify or add to (but not otherwise subtract from) the rights conferred and/or the parties benefited by this Section, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment to this Declaration, or by such other instrument as it shall determine. Storm water management shall be consistent with a Storm Water Runoff Facility Maintenance Agreement entered into by and between the Declarant and the

Township, which is incorporated by reference, attached as Exhibit C, and recorded in Livingston County Records on _____, as Document No. _____.

ARTICLE III

COMMUNITY ASSOCIATION RESPONSIBILITIES; EXPENSE SHARING

Section 1. Community Association Responsibility for Expenses of Private Roads, Common Open Space and Joint Maintenance Elements. The Association shall operate, insure, maintain, repair, and replace, as applicable, all of the Private Roads, Common Open Space, and Joint Maintenance Elements, and shall bear as a cost of administration the expenses thereof, which expenses shall be allocated, assessed, and collected in accordance with Section 2 of this Article.

Section 2. Percentages of Value. The percentage of value assigned shall be determined by Declarant prior to vertical construction within Highland Reserve.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. No portion of the Highland Reserve shall be used for other than residential use purposes or purposes which are consistent with, and ancillary to, residential use.

Section 2. Common Open Space. The Common Open Space shall exist and be maintained as open space for the passive recreational use of Owners and residents of Highland Reserve and their respective guests, and no community or residential building or other major structure shall be erected thereon except as may be necessary in connection with the exercise of the rights described in Article II.

Section 3. Alteration of Common Open Space and/or Joint Maintenance Elements. No alteration, modification or addition to the Common Open Space or any Joint Maintenance Element shall be made by any person except by consent of the Association and HR Rentals.

Section 4. Activities. No immoral, improper, unlawful, or offensive activity shall be carried on in the Common Open Space, nor shall anything be done which may be or become an annoyance or a nuisance to any other Owner. 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, sling shots, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No reptiles and no animals, including household pets, shall be kept on the Common Open Space by any Owner unless specifically approved in writing by the Community Association. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Open Space. No animal may be permitted to run loose at any time upon the Common Open Space and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Open Space. Subject to the PUD Agreement,

nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the Common Open Space for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be brought or kept upon the Common Open Space.

Section 6. Aesthetics. The Common Open Space shall not be used for the storage of supplies, materials, personal property or trash or refuse of any kind, and no unsightly condition shall be maintained thereon. In general, no activity shall be carried on, nor any exterior condition maintained by an Owner or resident, which is detrimental to the appearance of Highland Reserve.

Section 7. Advertising. No signs or other advertising devices, including "For Sale" signs and "Open" signs, shall be displayed on the Common Open Space; provided, that this restriction shall not apply to the Declarant or any builder during the period of development and construction of Highland Reserve and the Projects, or any portion thereof.

Section 8. Applicability to Declarant. Notwithstanding the foregoing or any other provision of this Article IV to the contrary, during the period of development and construction of Highland Reserve Condominium and HR Rentals, or any portion thereof, the Declarant shall not be bound by any provisions of this Article IV, and the Declarant reserves to itself, its successors and assigns, during such period, the right to modify this Article IV in order to further as it deems necessary or advisable, in its sole and absolute discretion, and the Declarant, or any such other person, may do so in the master deed of any Project, by amendment to this Declaration, or by such other instrument as it shall determine.

ARTICLE V

MISCELLANEOUS MATTERS

Section 1. Benefits and Burdens. The covenants, conditions, easements, and restrictions herein shall run with the land in perpetuity and are binding upon, and inure to the benefit of, the heirs, executors, administrators, assigns, successors, tenants and personal representatives of the Declarant, and all current and future Owners in Highland Reserve. In the event of a conflict between the provisions of this Declaration and the master deed of either Highland Reserve Condominium or HR Rentals, the applicable provisions of this Declaration shall control.

Section 2. Amendments.

A. Community Sewer System and Storm Sewer System Easements. The Declarant reserves to itself, and its successors or assigns, the right at any time prior to the initial sale of all Units as may be built in any Project established in Highland Reserve, without the necessity of obtaining the consent of the Condominium Association of any Project, or the consent of any individual Owner or mortgagee to amend this Declaration from time to time in order to modify the location and/or legal descriptions of any easement reserved, conveyed, granted, transferred or assigned, or confirmed, in Article II above; provided that no such change shall materially and adversely affect the availability or location of any access road or utility serving any Project, except, prior to the transitional control date of the Project so affected which is established pursuant to the Condominium Act, with the prior written

consent of the developer of that Project. Notwithstanding the foregoing, the Storm Water Runoff Facility Maintenance Agreement may not be amended without the Township's written consent.

- B. Other Amendments. No amendments may be made that are contrary to the PUD Ordinance without the consent of the Township.
- C. Recording. Any Amendment to this Declaration made pursuant to the provisions of Paragraph A or B above shall be in recordable form and shall be recorded in the Register of Deeds of the County of Livingston, State of Michigan forthwith upon the authorization therefor described in Paragraphs A and B hereinabove, whichever is applicable. Upon recordation of said Amendment with the Register of Deeds, each member of the Community Association shall be delivered a copy of such Amendment.

Section 3. Gender and Number. Whenever any reference 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.

Section 4. Construction. The rule of strict construction shall not apply to this Declaration. This Declaration shall be given a liberal and reasonable construction so that the intention of the Declarant to provide for the efficient and effective operation of Highland Reserve shall be effectuated. This Declaration shall be construed in accordance with the laws of Michigan.

Section 5. Assignment. Any or all of the rights and powers granted or reserved to the Declarant in this Declaration may be assigned by it to any other entity or to the Community 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.

Section 6. Severability. In the event that any of the terms, provisions, or covenants of this Declaration 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 herein contained or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, the Declarant has made and acknowledged this Declaration of Easements, Covenants, Conditions and Restrictions for Highland Reserve on the date first stated above.

[SIGNATURE PAGE FOLLOWS]

GREEN DEVELOPMENT VENTURES, LLC
A Michigan limited liability company

By: _____
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the ____ day of _____, 2024, by Thomas M. Larabel, Vice President of Green Development Ventures, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

Notary Public
_____ County, MI
Acting in the County of _____
My commission expires:

Prepared by:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

AFTER RECORDED RETURN TO:
Mike West
795 Clyde Ct.
Byron Center, MI 49315

**EXHIBIT A
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIGHLAND RESERVE**

LEGAL DESCRIPTION OF HIGHLAND RESERVE

[HIGHLAND RESERVE – COMBINED LARGER PARCEL]

DRAFT

**EXHIBIT B
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF HIGHLAND RESERVE**

ORDINANCE NO. _____

DRAFT

**EXHIBIT C
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF HIGHLAND RESERVE**

STORM WATER RUNOFF FACILITY MAINTENANCE AGREEMENT

DRAFT

AGREEMENT TO GRANT EASEMENTS AND ACCESS AND MAINTENANCE
AGREEMENT

This Agreement to Grant Easements and Access and Maintenance Agreement (“Agreement”), entered into this 14th day of March, 2024 between Green Development Ventures, LLC, a Michigan limited liability company (“GDV”) of 2186 E. Centre Ave., Portage, Michigan 49002 and Redwood Hartland Highland Road MI P1 LLC, a Ohio limited liability company (“Redwood”) of 7007 E. Pleasant Valley Rd, Independence, Ohio 44131 as follows:

BACKGROUND

- A. Redwood owns property commonly known as 12400 Highland Road, located in Hartland Township, Livingston County, Michigan, as depicted on the attached **Exhibit A** (“Redwood Property”).
- B. GDV has an agreement to purchase the property adjacent to Redwood Property commonly known as Highland Reserve Residential PUD (“GDV Property”) as depicted on the attached **Exhibit B**.
- C. Redwood has agreed with GDV to grant a utility easement to Hartland Township for water across the Redwood Property (the “Water Easement”) and consent to dedication, in the locations depicted on the attached **Exhibit C**, in consideration for undertakings to be performed by GDV, as described herein.
- D. Redwood agrees to execute the Easement in the form to be agreed upon by Redwood and GDV and which shall be subject to Redwood lender approval, which will grant an Easement to the Township of Hartland (“Township”) and/or the Livingston County Drain Commission (“LCDC”) (if necessary).
- E. Redwood and GDV further agree to execute a Temporary Construction Easement for the installation of the water line on the Redwood Property within the Water Easement area in a form to be agreed upon by Redwood and GDV. The Temporary Construction Easement shall be negotiated but will include details as to the insurance, restoration, indemnity requirements as well as commitments from GDV to complete work in a lien-free manner and comply with all laws.
- F. Redwood further agrees to execute an Access Easement Agreement in a form to be agreed upon by Redwood and GDV which will grant GDV a perpetual, non-exclusive access easement on, over, across and through the a portion of the Redwood Property the (“Easement Area”) to be

defined and depicted for passenger vehicular and pedestrian ingress, egress, and access on, across, over and through the Easement Area on the Redwood Property and shall allow GDV to complete improvements related to the connection to GDV's private residential streets as approved by Hartland Township and any other related authorities. The Access Easement Agreement will contain details on maintenance, cost-sharing, insurance, indemnity, restoration, and possible dedication.

G. Redwood and GDV have executed this Agreement to set forth their respective rights and obligations with respect to the Access and Maintenance Agreement, the Easement, and the utilization of same by the Township, LDCD.

AGREEMENT

1. Agreement with Respect to Access and Maintenance Agreement. GDV shall make a payment of nineteen thousand dollars (\$19,000) to Redwood within thirty (30) days of GDV placing the base coat of asphalt paving on Abernethy St. (the "Access Payment"). The Access Payment is intended to cover half of the asphalt repaving cost for the stretch of road GDV intends to access. Redwood agrees to execute and deliver the Easement and Access and Maintenance Agreement subject to and assuming the Easement and Access Agreement has been previously approved by Redwood's lender, within thirty (30) days of receiving the Access Payment.

2. Agreement with Respect to Water Easement. Redwood agrees to execute and deliver the Water Easements as needed for construction timing purposes and in no case later than thirty (30) days of receiving the request to execute the easement, subject to and assuming the Easement has been previously approved by Redwood's lender.

3. Agreement with Respect to Improvements. In exchange for the Easements, GDV shall bear all costs and complete the following improvements for the purpose of installing public water within the Easement shown on Exhibit C.

- a. Contract for engineering, surveying and soil erosion services.
- b. Obtain the necessary water permits and water Easement shown on Exhibit C and plan approvals from the local and state agencies.
- c. Contract for the construction of water supply main in conformance with the location identified on Exhibit C.
- d. Water utility improvements are preferred to be completed prior to installation of the new pavements on Hartland Glen Lane, but if not possible, GDV shall bear all costs for restoration to conditions existing prior to such installation and access to Redwood Rose Way shall be maintained and not disturbed or obstructed at all times.

- e. Upon completion of the improvements, GDV shall re-distribute soil and restore areas disturbed by GDV on Redwood Property in a manner satisfactory to Redwood.
- f. Construction vehicles access to GDV property shall not be permitted on Hartland Glen Lane.

4. Use of Redwood Property. Reasonable access shall be provided to GDV within Redwood Property. In order to construct the identified improvements, Redwood agrees to temporarily permit the use of portions of the Redwood Property, in a location mutually agreed upon within the Easement Agreements for use of ingress and egress, temporary grading, equipment, and other purposes customary to the scope of work of the improvements.

5. Redwood Reimbursement. GDV shall reimburse Redwood for actual costs incurred for legal review expenses related to reviewing this agreement and the proposed easements between the parties in an amount not to exceed ten thousand dollars (\$10,000). Payment shall be made by GDV within 30 days of receiving an invoice.

6. GDV Closing Contingency. If GDV does not proceed with closing on the GDV Property, this Agreement shall become null and void, however, any reimbursement for actual legal fees pertaining to the review expenses of this agreement and the proposed easements per Section 5. above shall still remain an obligation of GDV.

7. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

8. Sale and Assignment of Agreement. GDV shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to another entity upon notice to Redwood, provided however, that no assignment shall operate as a release of the GDV, including no release as to reimbursement obligations.

9. Confidentiality. The parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for GDV's purposes as provided above.

10. Duration. The obligations under this Agreement will terminate at the earlier to occur of the successful completion of terms of this agreement by all parties or upon GDV's termination of its purchase contract for the GDV Property described in Exhibit B, but not later than two (2) years after the execution of this agreement. The termination of this Agreement shall not constitute a release of GDV from the obligations pertaining to Sections 5 and 6 above. GDV shall notify Redwood of any termination of its purchase contract in writing.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Redwood Hartland Highland Road MI P1 LLC

By:  _____

Its: AUTHORIZED MANAGER

Green Development Ventures, LLC

By:  _____

Thomas Larabel
Its: Vice President

EXHIBIT A

Redwood Property

A parcel of land situated in the Northwest one-quarter of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Beginning at a Livingston County pipe and cap at the North one-quarter corner of said Section 26, as recorded in document number 2016CR-0003, Livingston County records, thence S00°35'39"W, 1452.68 feet along the North and South one-quarter line of said Section 26, said one-quarter line is a right line between the North one-quarter corner as described above and a 1/2" steel bar at the center of Section 26, (passing a 3/4" steel pipe and cap at 1330.08 feet) thence N89°43'09"W, 880.55 feet, thence N00°00'00"W, 706.29 feet, thence N37°45'41"W, 268.88 feet to a 1/2" steel bar, thence N00°01'43"E, 314.41 feet, thence N90°00'00"E, 977.87 feet (passing a steel bar and cap #24607 at 456.38 feet and a steel bar and cap #12584 at 850.40 feet), thence N00°07'21"W, 214.83 feet to the North line of Section 26, said North line is a right line between the North one-quarter corner as described above and a Livingston County pipe and cap the Northwest corner of Section 26 as recorded in document number 2016CR-0010, Livingston County records, thence N89°52'39"E, 82.70 feet along the said North line of Section 26 to the Point of Beginning.

Tax ID Number: 4708-26-100-020

Commonly known as: 12400 Highland Road

EXHIBIT B

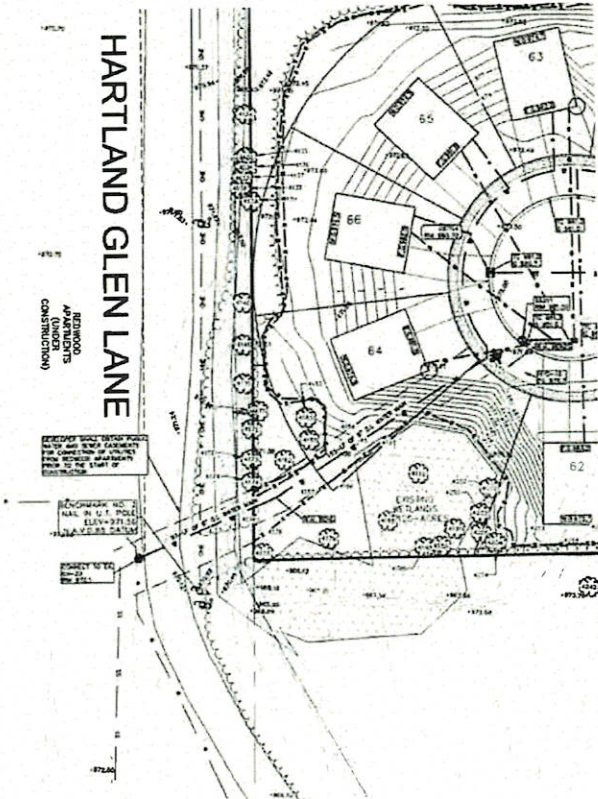
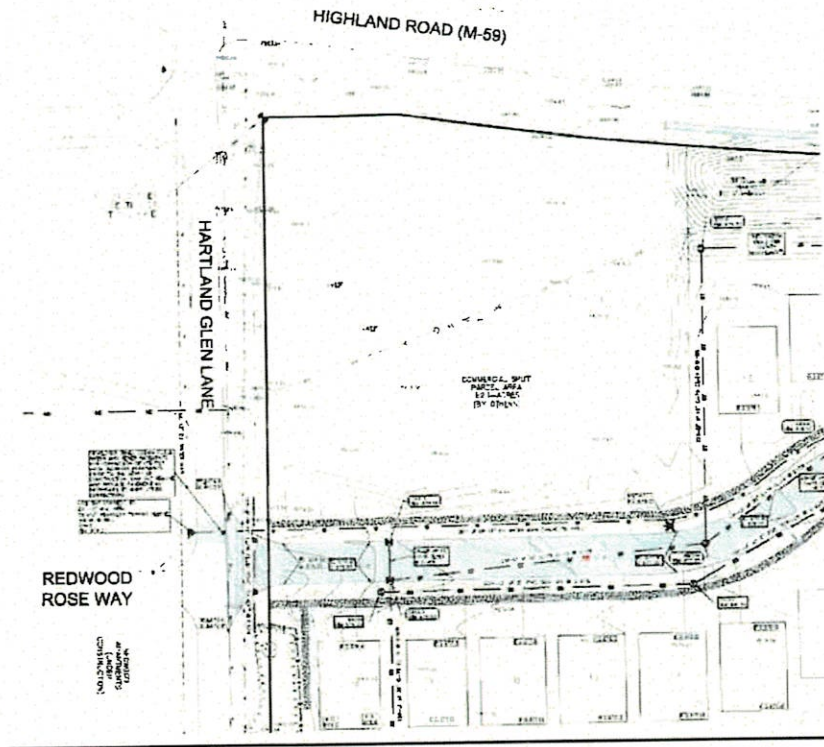
GDV Property

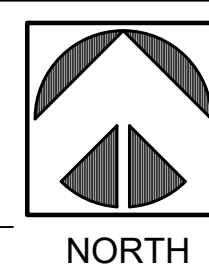
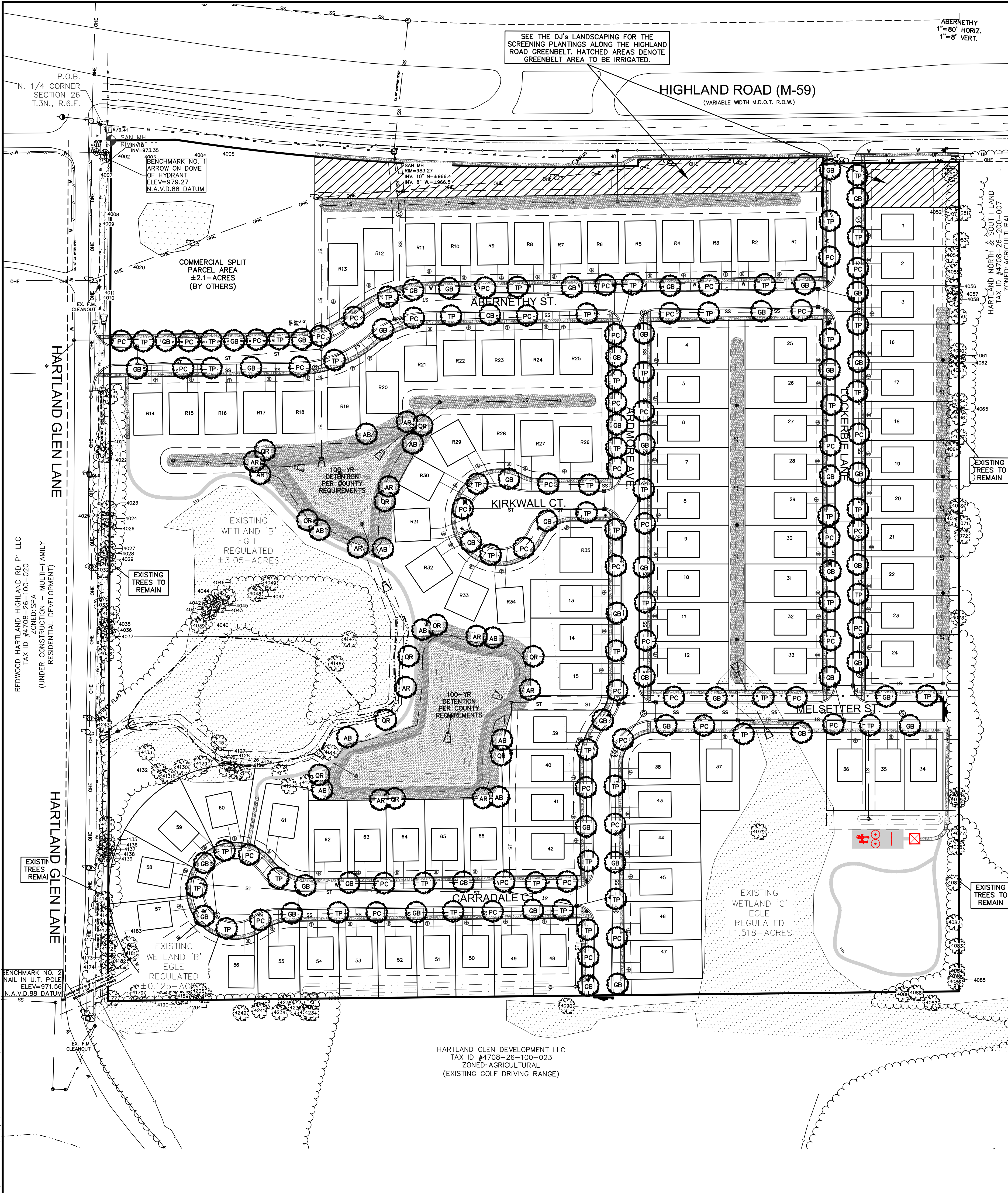
PROPERTY DESCRIPTION: Land situated in the Township of Hartland, County of Livingston in the State of Michigan and described as follows: A part of the West 1/2 of the Northeast 1/4 of Section 26, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, more particularly described as commencing at the North 1/4 corner of said Section 26 for a point of beginning; thence North 86 degrees 38 minutes 50 seconds East, 99.75 feet along the North line of said Section 26, to a point on the Southerly right-of-way of M-59 Highway; thence 622.15 feet along a curve to the left, said curve having a radius 3879.71 feet, a central angle of 09 degrees 11 minutes 16 seconds and a chord bearing and distance of South 88 degrees 47 minutes 24 seconds East, 621.48 feet, along the Southerly right-of-way of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 95.52 feet, along Southerly right-of-way of said M-59 Highway; thence North 02 degrees 39 minutes 24 seconds West 10.00 feet, along Southerly right-of-way line of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 286.00 feet, along Southerly right-of-way of said M-59 Highway; thence South 02 degrees 39 minutes 24 seconds East, 10.00 feet along Southerly right-of-way of said M-59 Highway; thence North 86 degrees 36 minutes 57 seconds East, 210.00 feet, along Southerly right-of-way of said M-59 Highway; thence South 02 degrees 39 minutes 24 seconds East, 1282.07 feet; thence South 86 degrees 41 minutes 45 seconds West, 1315.86 feet to a point on the North and South 1/4 line of said Section 26; thence North 02 degrees 27 minutes 46 seconds West, 1330.13 feet along said North and South 1/4 line of said Section 26, to the point of beginning.

TAX ID# 4708-26-200-002

PARCEL AREA = ±39.05-ACRES

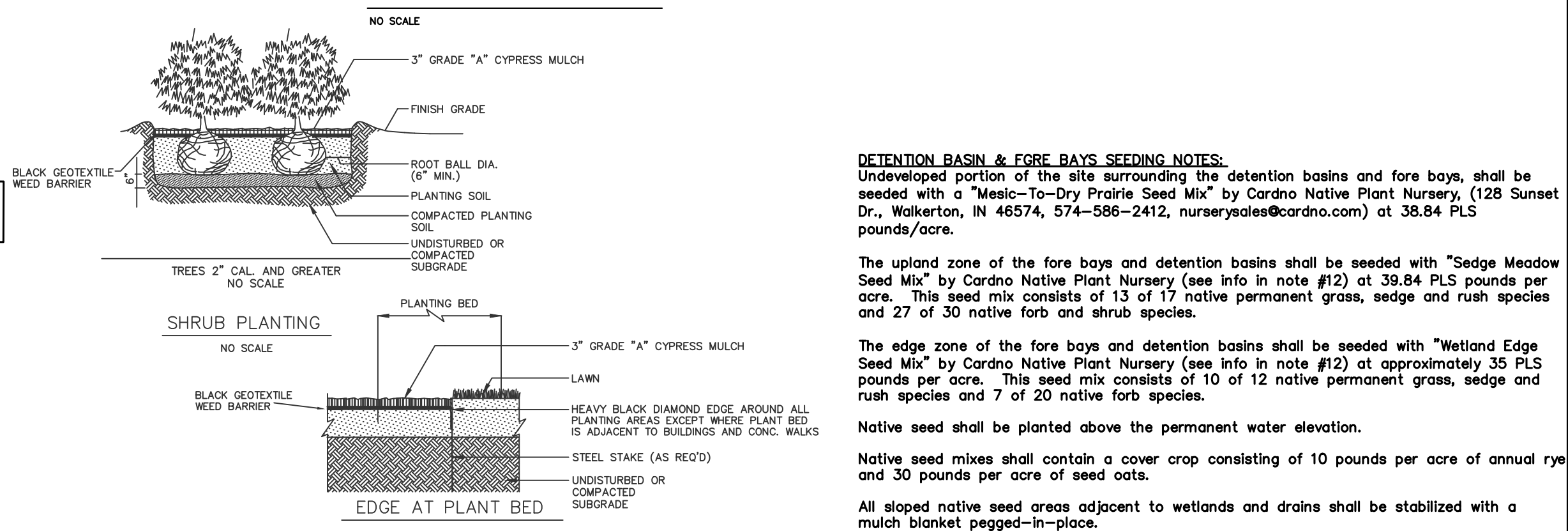
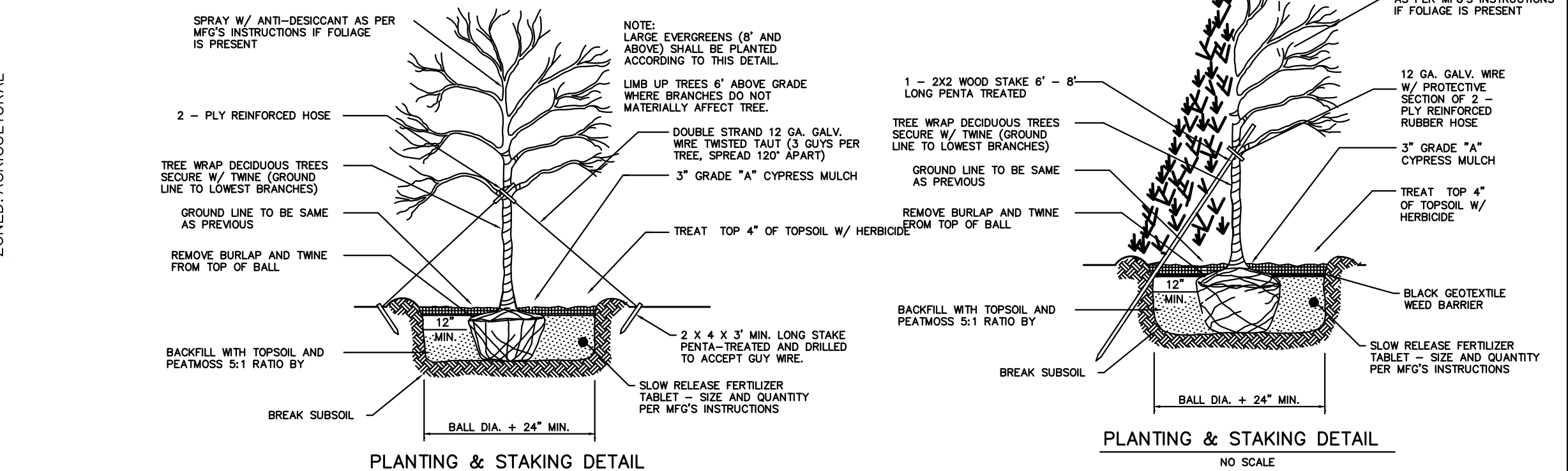
EXHIBIT C





PLANTING SCHEDULE FOR SITE LANDSCAPING

KEY	QUAN.	SIZE	BOTANICAL NAME	COMMON NAME
PP	12	8'	Picea strobus	Eastern White Pine
PN	12	8'	Thuja standishii x plicata 'Green Giant'	Giant Green Arborvitae
PS	18	8'	Picea abies	Norway Spruce
TP	52	3.0" Cal.	Tilia cordata 'Greenspire'	Linden Greenspire
AB	11	3.0" Cal.	Acer x freemanii 'Jeffersred'	Autum Blaze Maple
AR	11	3.0" Cal.	Acer rubrum	Red Maple
PC	48	3.0" Cal.	Ulmus americana 'Princeton'	Princeton Elm
GB	52	3.0" Cal.	Liriodendron tulipifera	Tulip Tree
QR	12	3.0" Cal.	Quercus alba	White Oak



- ### GENERAL NOTES
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
 - ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BUR LAPPED AS INDICATED IN THE PLANT LIST.
 - ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
 - ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
 - ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
 - ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
 - THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
 - THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
 - THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL PRIOR TO INSTALLATION.
 - AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCUMULATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
 - ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
 - STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
 - ALL SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH PINE BARK MULCH TO A MINIMUM DEPTH OF FOUR INCHES.
 - LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
 - SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
 - DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
 - ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
 - ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.

- ### PLANTING NOTES
- LOAM USED IN PLANTING BEDS SHALL BE UNIFORM IN COMPOSITION, FREE OF STONES LARGER THAN 1" AND SHALL NOT CONTAIN TOXIC SUBSTANCES HARMFUL TO PLANT GROWTH.
 - CREATE A PLANTING MIX COMPRISED OF 2/3 SCREENED LOAM AND 1/3 PEAT MOSS OR LEAF COMPOST. AMEND WITH "PLANTONE" ORGANIC FERTILIZER, OR EQUAL, AT THE RATE RECOMMENDED BY MANUFACTURER.
 - THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THIS DRAWING.
 - ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
 - PLANT PITS SHALL BE DUG TWICE THE WIDTH OF THE ROOTBALL. PLANT PITS AND PLANTING BEDS SHALL BE BACKFILLED WITH THE AMENDED PLANTING MIX IN LIFTS TO AVOID AIR POCKETS IN BACKFILL.
 - ALL PLANT MATERIAL TO BE SET PLUMB, AND TO BEAR NATURAL RELATIONSHIP WITH FINISHED GRADE.
 - ALL BIODEGRADABLE BURLAP SHALL BE UNTIED AND PULLED DOWN ON THE BALL. WIRE BASKETS AND OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANTS SHALL BE REMOVED PRIOR TO PLANTING. CARE SHALL BE TAKEN NOT TO BREAK OR DISTURB ROOTBALL OF PLANTS.
 - ALL PLANTS SHALL BE WATERED IMMEDIATELY AFTER PLANTING.
 - 3" OF COMPOSTED PINE BARK MULCH SHALL BE SPREAD OVER ALL PLANT BEDS.
 - THE CONTRACTOR SHALL MAINTAIN ALL PLANTS FOR 90 DAYS AFTER THE COMPLETION OF PLANT INSTALLATION. MAINTENANCE SHALL CONSIST OF KEEPING ALL PLANTS IN A HEALTHY GROWING CONDITION.
 - PLANTS SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AFTER ACCEPTANCE OF THE PROJECT AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL FAILING PLANT MATERIALS, AND REPLACE THEM WITH THE SAME KIND AND SIZE OF MATERIAL AS SPECIFIED IN THE PLANT LIST, WITH THE SAME GUARANTEE AS INITIAL PLANTING.
 - ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER, AND THE CITY OF ROMULUS PLANNING DEPARTMENT.
 - CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO PLANTING AND SHALL REPORT ANY CONFLICTS TO THE OWNER.
 - ALL PLANTING BEDS AND GREENBELT AREAS SHALL RECEIVE SIX INCHES (6") OF SCREENED TOPSOIL, MEASURED AFTER COMPACTION PRIOR TO INSTALLATION OF PLANTS, SEEDING, OR SOODING.
 - ALL LANDSCAPE ISLANDS SHALL BE FILLED SUCH THAT THEY ARE CROWNED IN THE MIDDLE TO PROVIDE POSITIVE DRAINAGE AND TO PREVENT POOLING WITHIN THE LANDSCAPED AREA (TYP.)



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REVISIONS

1	REV. PER LDCD 3-20-24 REVIEW
1	REV. PER GCCD 3-22-24 REVIEW
1	TWP ENGINEER'S 3-23-24 REVIEW
1	REV. PER LDCD 3-26-24 REVIEW

5-13-24 ADDED ADDITIONAL TREES PER TWP. FINAL SITE PLAN REVIEW

DETENTION BASIN & FORE BAYS SEEDING NOTES:
Undeveloped portion of the site surrounding the detention basins and fore bays, shall be seeded with a "Mesic-To-Dry Prairie Seed Mix" by Cardno Native Plant Nursery, (128 Sunset Dr., Walkerton, IN 46574, 574-586-2412, nurseries@cardno.com) at 38.84 PLS pounds/acre.

The upland zone of the fore bays and detention basins shall be seeded with "Sedge Meadow Seed Mix" by Cardno Native Plant Nursery (see info in note #12) at 39.84 PLS pounds per acre. This seed mix consists of 13 of 17 native permanent grass, sedge and rush species and 27 of 30 native forb and shrub species.

The edge zone of the fore bays and detention basins shall be seeded with "Wetland Edge Seed Mix" by Cardno Native Plant Nursery (see info in note #12) at approximately 35 PLS pounds per acre. This seed mix consists of 10 of 12 native permanent grass, sedge and rush species and 7 of 20 native forb species.

Native seed shall be planted above the permanent water elevation.

Native seed mixes shall contain a cover crop consisting of 10 pounds per acre of annual ryegrass and 30 pounds per acre of seed oats.

All sloped native seed areas adjacent to wetlands and drains shall be stabilized with a mulch blanket pegged-in-place.

CLIENT: ALLEN EDWIN HOMES
2186 E. CENTRE STREET
PORTAGE, MICHIGAN 49602

SECTION 26
TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

DATE: 6-5-24
Drawn By: XX
P.E.: MD

1" = 80'

Job No.: 221215
Sheet No.: 5



Board of Trustees

William J. Fountain, Supervisor
Larry N. Ciofu, Clerk
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October 18, 2023

Michael West
2186 East Centre Avenue
Portage, MI 49002

RE: Site Plan/PD Application #23-008 – Highland Reserve Planned Development - Preliminary Planned Development Site Plan

Dear Michael West:

On Thursday, September 28, 2023, the Planning Commission recommended approval of Site Plan/PD Application #23-008, the Preliminary Planned Development Site Plan for Highland Reserve Planned Development. The Township Board approved Site Plan/PD Application #23-008 at their regular meeting on October 17, 2023.

Approval is subject to the following conditions:

1. The Preliminary Planned Development Site Plan for Highland Reserve Planned Development, SP/PD #23-008, is subject to the approval of the Township Board.
2. Waiver request for the substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area of the residential section of the planned development along Highland Road, is approved.
3. Waiver request to deviate from the Livingston County Road Commission design standards regarding the roadway surface width for a private road, is approved.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated September 21, 2023, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. As part of the Final Plan Review, the applicant shall provide a Planned Development (PD) Agreement that includes any access and maintenance agreements. Access and maintenance agreements will be required for the use of the Hartland Glen Lane and future road connections to the east (via Melssetter Street) and south (via Ardmore Avenue). The documents shall be in a recordable format and shall comply with the requirements of the Township Attorney.
6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Fire Code Requirements, and all other government agencies, as applicable.

7. The applicant shall install additional trees, as outlines in the staff memorandum, dated October 10, 2023; and the applicant shall make the storm detention/retention basin more random and natural in its appearance.
8. Any of the permitted commercial uses that are proposed in this PD, which would require a Special Land Use Permit in the GC (General Commercial), shall only be permitted by Special Land Use Permit.

If you have any questions, please contact me at (810) 632-7498.

Sincerely,



Troy Langer
Planning Director