# Planning Commission

Larry Fox, Chairperson
Michael Mitchell, Vice-Chairperson
Tom Murphy, Secretary
Summer L. McMullen, Trustee
Sue Grissim, Commissioner
Jim Mayer, Commissioner
Matthew Eckman, Commissioner

**Planning Commission Meeting Agenda**
**Hartland Township Hall**
**Thursday, July 11, 2024**
**7:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of Meeting Minutes
    a. Planning Commission Meeting Minutes of June 27, 2024
6. Call to Public
7. Old and New Business
    a. Site Plan/PD Application SP/PD #24-006 – Highland Reserve Planned Development Final Plan
8. Call to Public
9. Planner's Report
10. Committee Reports
11. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION DRAFT MEETING MINUTES

June 27, 2024– 7:00 PM

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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 Condominums.**

**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.**

# Hartland Township Planning Commission 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 3, 2024

**Recommended Action**

**Move to recommend approval of Site Plan/PD Application #24-006, the Final Planned Development Site Plan for the Highland Reserve Planned Development, as outlined in the staff memorandum dated July 3, 2024.**

Approval is 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.

10. (Any other conditions the Planning Commission deems necessary).

**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 om 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).

**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 Township 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. Highland Reserve PD Agreement Rev Draft 06.24.2024 – PDF version
2. Highland Reserve Condominium Master Deed Draft 05.13.2024 – PDF version
3. Exhibit A to Master Deed Condo Bylaws Draft 05.13.2024 – PDF version
4. Exhibit D to Master Deed Percentage of Value Chart – PDF version
5. Highland Reserve Declaration of Restrictions Draft 05.13.2024– PDF version
6. Agreement regarding Easements Fully Executed – PDF version
7. Revised Landscape Plan 06.05.2024 – PDF version
8. 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)

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**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)<br>25 feet (Interior Private Streets) |
| Rear Setback | 20 feet |
| Side Setback | 5 feet |
| **Rental Community** | |
| Front Setback | 80 feet (Highland Road)<br>35 feet (Hartland Glen Lane)<br>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

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**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 Restrictiosn 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"





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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



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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;



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**(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



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**(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



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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





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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) <u>Subdivide Units</u>. 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) <u>Consolidate Contiguous Units</u>. 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.



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(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





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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

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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





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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





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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





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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



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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.

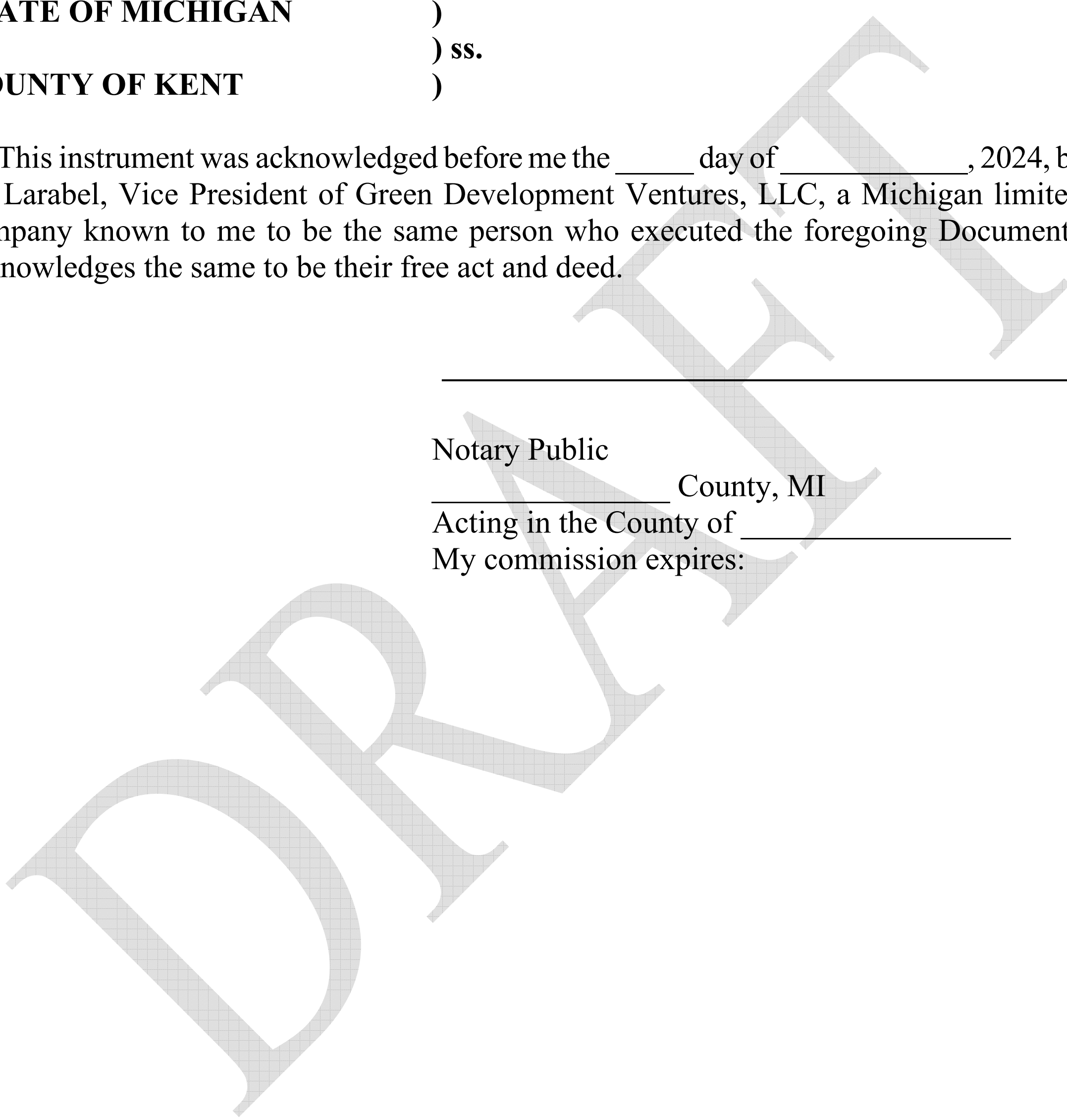
**THIS MASTER DEED** has been executed by the Developer as of the day and year which appear on page one.

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 Restrictiosn 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.

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## 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.

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## 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

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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



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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,

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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



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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

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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



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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.

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**(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;

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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



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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

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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.

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**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

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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.

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**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

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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 frees 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 of 10% of the cost.

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**(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.

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**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



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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.

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**(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.

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**(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.

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**(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

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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

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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:

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**(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.

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**(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.

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## 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

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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

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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.

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**(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.

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**(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.





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**(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.

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**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.

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## 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;



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(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.

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EXHIBIT D

HIGHLAND RESERVE CONDOMINIUM MASTER DEED

Condominium Percentage of Value Chart

| Unit Number | Percentage of Value Factor | Percentage of Value |
| --- | --- | --- |
| 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





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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,

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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





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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,



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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]

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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

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**EXHIBIT A**
**TO**
**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND RESERVE**

**LEGAL DESCRIPTION OF HIGHLAND RESERVE**

**[HIGHLAND RESERVE – COMBINED LARGER PARCEL]**

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**EXHIBIT B**
**TO**
**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND RESERVE**

**ORDINANCE NO. ____**

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**EXHIBIT C**
**TO**
**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGHLAND RESERVE**

**STORM WATER RUNOFF FACILITY MAINTENANCE AGREEMENT**

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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.

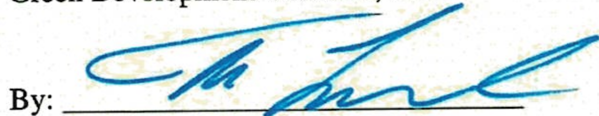
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

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

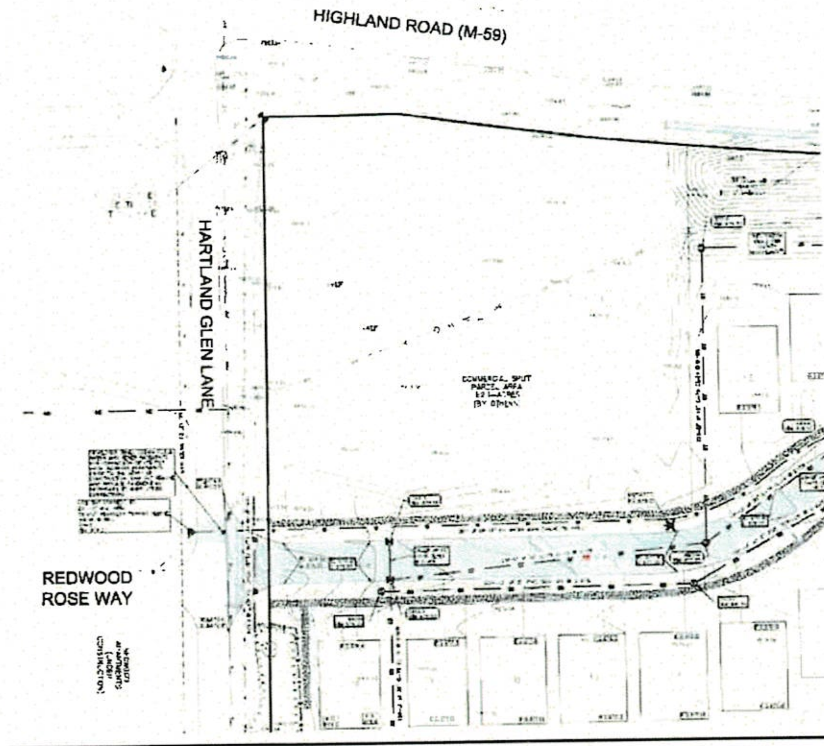
# EXHIBIT B

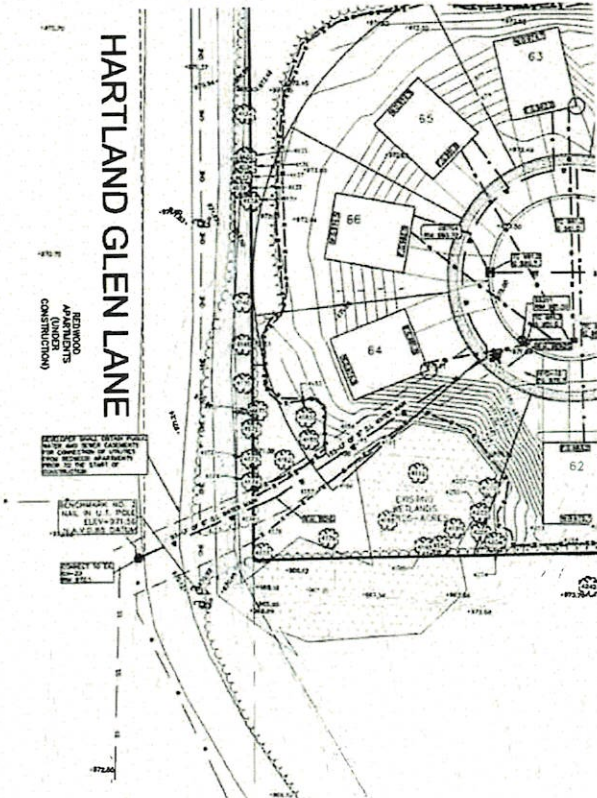
GDV Property

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



SEE THE DJ's LANDSCAPING FOR THE SCREENING PLANTINGS ALONG THE HIGHLAND ROAD GREENBELT. HATCHED AREAS DENOTE GREENBELT AREA TO BE IRRIGATED.

HIGHLAND ROAD (M-59)
(VARIABLE WIDTH M.D.O.T. R.O.W.)

ABERNETHY
1"=80' HORIZ.
1"=8' VERT.

P.O.B.
N. 1/4 CORNER
SECTION 26
T.3N., R.6E.

BENCHMARK NO. 1
ARROW ON DOME OF HYDRANT
ELEV=979.27
N.A.V.D.88 DATUM

COMMERCIAL SPLIT PARCEL AREA
±2.1-ACRES
(BY OTHERS)

ABERNETHY ST. — KIRKWALL CT. — ARDMORE AVE. — LOCKERBIE LANE — MELSETTER ST. — CARRADALE CT. — HARTLAND GLEN LANE

100-YR DETENTION PER COUNTY REQUIREMENTS

EXISTING WETLAND 'B' EGLE REGULATED ±3.05-ACRES

EXISTING WETLAND 'C' EGLE REGULATED ±1.518-ACRES

EXISTING WETLAND 'B' EGLE REGULATED ±0.125-ACRES

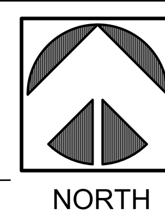
EXISTING TREES TO REMAIN

REDWOOD HARTLAND HIGHLAND RD P1 LLC
TAX ID #4708-26-100-020
ZONED: SPA
(UNDER CONSTRUCTION - MULTI-FAMILY RESIDENTIAL DEVELOPMENT)

HARTLAND NORTH & SOUTH LAND
TAX ID #4708-26-200-007
ZONED: AGRICULTURAL

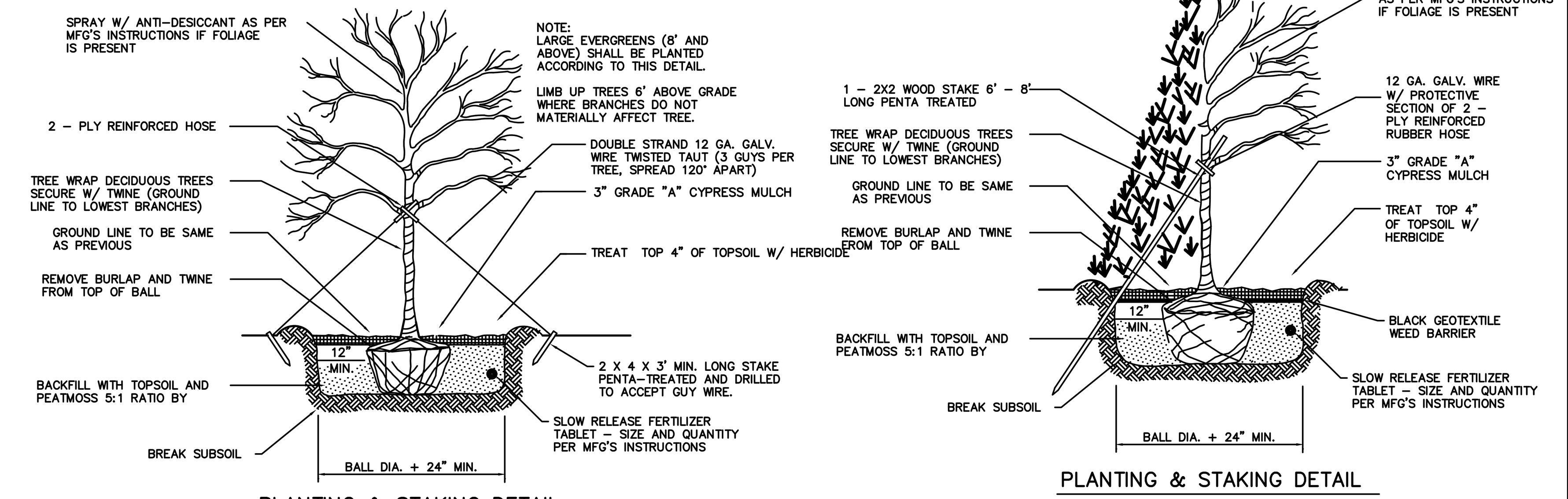
BENCHMARK NO. 2
NAIL IN U.T. POLE
ELEV=971.56
N.A.V.D.88 DATUM

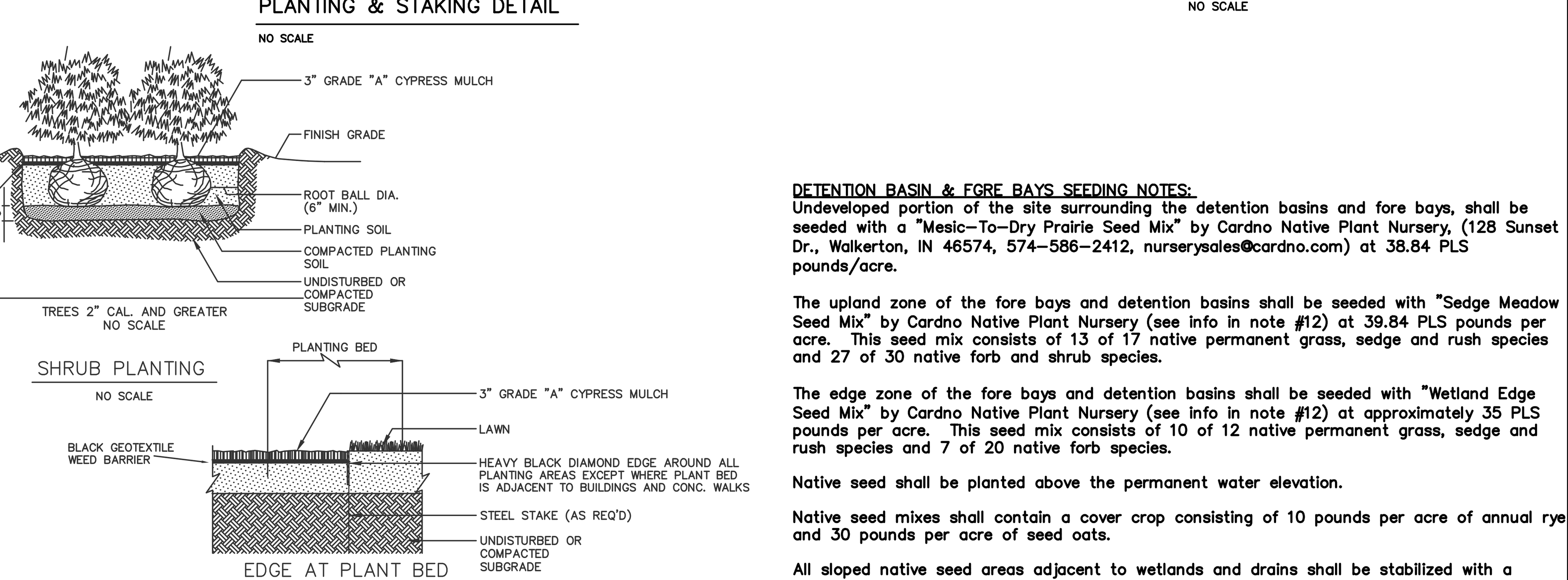
HARTLAND GLEN DEVELOPMENT LLC
TAX ID #4708-26-100-023
ZONED: AGRICULTURAL
(EXISTING GOLF DRIVING RANGE)


NORTH

## 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 Aborvitae |
| PS | 18 | 8' | Picea abies | Norway Spruce |
| TP | 52 | 3.0" Cal. | Tilia cordata 'Greenspire' | Linden Greenspire |
| AB | 10 | 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 |




**DETENTION BASIN & FGRE 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, nurserysales@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 rye 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.

## GENERAL NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BUR LAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. 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.
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLATING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
10. 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.
11. THE DEVELOPER SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
13. 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.
14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
15. 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.
16. 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.
17. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
18. DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
19. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
20. 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

1. 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.
2. 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.
3. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THIS DRAWING.
4. ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
5. 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.
6. ALL PLANT MATERIAL TO BE SET PLUMB, AND TO BEAR NATURAL RELATIONSHIP WITH FINISHED GRADE.
7. 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.
8. ALL PLANTS SHALL BE WATERED IMMEDIATELY AFTER PLANTING.
9. 3" OF COMPOSTED PINE BARK MULCH SHALL BE SPREAD OVER ALL PLANT BEDS.
10. 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.
11. 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.
12. 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
13. CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO PLANTING AND SHALL REPORT ANY CONFLICTS TO THE OWNER.
14. ALL PLANTING BEDS AND GREENBELT AREAS SHALL RECEIVE SIX INCHES (6") OF SCREENED TOPSOIL, MEASURED AFTER COMPACTION, PRIOR TO INSTALLATION OF PLANTS, SEEDING, OR SODDING.
15. ALL LANDSCAPE ISLANDS SHALL BE FILLED SUCH THAT THEY ARE CROWNED IN THE MIDDLE TO PROVIDE POSITIVE DRAINAGE AND TO PRVENT POOLING WITHIN THE LANDSCAPED AREA (TYP.)

## DETENTION BASINS & FORE BAYS

- PRAIRIE SEED
- POND ZONE PLANTINGS
- EDGE ZONE SEED
- UPLAND ZONE SEED

STATE OF MICHIGAN — ANITA C SILVERMAN — LANDSCAPE ARCHITECT — No. 1206 — REGISTERED LANDSCAPE ARCHITECT
6-4-24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REVISIONS
1. REV. PER LCDC 3-20-24 REVIEW
1. REV. PER GCDC 3-22-24 REVIEW
1. TWP ENGINEER'S 3-23-24 REVIEW
1. REV. PER LCDC 3-26-24 REVIEW

5-13-24 ADDED ADDITIONAL TREES PER TWP. FINAL SITE PLAN REVIEW

CLIENT:
ALLEN EDWIN HOMES
2186 E. CENTRE STREET
PORTAGE, MICHIGAN 49002

LANDSCAPE PLAN
HIGHLAND RESERVE


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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

Z:\ALLEN EDWIN HOMES\HIGHLAND RD - HIGHLAND\BASE-SP 1-28-24.DWG

**Board of Trustees**

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Larry N. Ciofu, Clerk
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Matthew J. Germane, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

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 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 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