



Planning Commission

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

Planning Commission Meeting Agenda
Hartland Township Hall
Thursday, July 14, 2022
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 Work Session Minutes of June 23, 2022
6. Livingston County Planning Visit, Kathleen J. Kline-Hudson, Director
7. Call to Public
8. Public Hearing
 - a. Site Plan/PD Application #22-006, Preliminary Planned Development Site Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)
9. Call to Public
10. Planner's Report
11. Committee Reports
12. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION WORK SESSION **DRAFT** MEETING
MINUTES

June 23, 2022– 7:00 PM

1. **Call to Order:** Chair Fox called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Fox, Grissim, LaRose, Mayer, McMullen, and Mitchell
Absent – Murphy
4. **Approval of the Meeting Agenda:**
A Motion to approve the June 23, 2022 Planning Commission Meeting Agenda was made by Commissioner Mitchell and seconded by Commissioner Grissim. Motion carried unanimously.
5. **Approval of Meeting Minutes:**
 - a. Planning Commission Work Session Meeting Minutes of June 9, 2022
A Motion to approve the Work Session Meeting Minutes of June 9, 2022 was made by Commissioner LaRose and seconded by Commissioner Mitchell. Motion carried unanimously.
6. **Call to the Public:**
None
7. **Old and New Business:**
 - a. **Initiate Ordinance Amendment to Section 5.7 (Dumpster Enclosure), Section 5.11 (Landscaping and Screening), and Section 5.26 (Signs)**

Chair Fox started the discussion, where the Planning Commission left off from the previous meeting.

Director Langer provided an overview of the reasons for amending the Landscape and Screening Ordinance (Section 5.11), and other sections of the Zoning Ordinance that pertain to Section 5.11.

The Planning Commission discussed the street tree requirements and were in agreement that the street tree requirements should be consistent for residential developments and commercial developments.

Commissioner Grissim noted some examples of deep-rooted street trees could be provided as examples of street trees that wouldn't conflict with underground utilities and sidewalks.

The Planning Commission discussed the potential to add language to preserve existing trees on a development site. This discussion focused on an option of giving applicant's credit for existing trees as well as another option that would require the applicant to keep existing trees or replace

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them on a specific formula. The Planning Commission agreed to explore this later and examine if other communities in Livingston County had similar ordinances.

8. Call to the Public:

None.

9. Planner Report:

Director Langer outlined that the Ordinance Review Committee was exploring an ordinance amendment to reduce the minimum lot size for poultry from 2.5 acres to 2.0 acres. Also, the Ordinance Review committee was exploring an ordinance amendment to permit outdoor storage in the LI (Light Industrial) zoning district.

10. Committee Reports:

None

11. Adjournment:

A Motion to adjourn was made by Commissioner LaRose and seconded by Commissioner Grissim. Motion carried unanimously. The meeting was adjourned at approximately 8:25 PM.

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan/PD Application #22-006, Preliminary Planned Development Site Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)

Date: July 7, 2022

Recommended Action

Approval of Site Plan/PD Application #22-006, the Preliminary Planned Development Site Plan for Hartland Senior Community, subject to the following conditions:

1. The Preliminary Planned Development Site Plan for Hartland Senior Community, SP PD #22-006, is subject to the approval of the Township Board.
2. Waiver request on the minimum lot size requirement for a planned development, being less than 20 acres, is approved.
3. As part of the Final Plan Review, the applicant shall secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Hartland Sports Center, at 2755 Arena Drive), and the document shall be in a recordable format. In the event the applicant is not able to reach an agreement with the adjacent property owner for said access drive connection, the applicant shall install their portion of the emergency access drive on the planned development property and provide applicable easement documents that are to be properly executed and recorded.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated July 7, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
6. (Any other conditions the Planning Commission deems necessary)

Discussion

Applicant: Khurram Baig

Site Description

The subject property is located east of Arena Drive, north of Highland Road, and north of Bella Vita Senior Living (2799 Bella Vita Drive), in Section 22 of the Township. The undeveloped parcel (Parcel ID #4708-22-400-028) is approximately 9.58 acres in size and zoned CA (Conservation Agricultural). The 2015 Future Land Use Map (FLUM) designates this parcel as Multiple Family Residential. The 2020-2021 Amendment to the FLUM has this same designation.

Currently the property consists of an open field area in the center of the site, which is surrounded by forested areas on the north, east, and west. The majority of the site is shown as forested on Sheet V-1.0 (Topographic Survey). North Ore Creek and associated wetland areas occupy approximately 1.09 acres of the northeast corner of the property, per the applicant. Floodplain areas associated with North Ore Creek are in this same area. No modifications of the floodplain and wetland areas are proposed.

To the south, the property adjoins to the property associated with Bella Vita Senior Living facility. This property is zoned CA (Conservation Agricultural). Bella Vita Senior Living Facility, approximately 41,500 square feet in size, is an assisted living center that was approved by the Township in 2017 under Site Plan with Special Use Application #17-016. The FLUM designates this property as Multiple Family Residential.

The approximate 30.52-acre property to the east is undeveloped and zoned CA (Conservation Agricultural). The FLUM designation for this property is Multiple Family Residential.

The adjacent property north of the subject site is currently occupied by a single-family home and is zoned CA (Conservation Agricultural). This property is shown as Low Suburban Density Residential on the FLUM.

Hartland Sports Center is west of the site at 2755 Arena Drive and is zoned GC (General Commercial) and designated as Multiple Family Residential on the FLUM.

The point of access to the proposed residential planned development is from Bella Vita Drive, a private road that commences at Highland Road and provides access for multiple parcels. The plans show a proposed emergency access drive near the southwest corner of the site, which connects to a parking area associated with 2755 Arena Drive.

Municipal water and sanitary sewer will be required for this project.

The applicant has entered into a purchase agreement with the current owner.

Site History

Originally the subject parcel was part of an approximate 20.7-acre site that had previously been occupied by Fairway Golf driving range. In 2017, Bella Vita Senior Living was approved by the Township under Site Plan with Special Use Application #17-016. The assisted living facility was initially located in the center of the 20.7-acre site. A private drive (Bella Vita Drive) was constructed as part of this project to provide access from Highland Road to the Bella Vita parking lot.

Site Plan Application #20-004

SP #20-004 was a request to construct a private road that would provide access to four (4) parcels. The four (4) parcels would be created under a separate land division application. The existing portion of Bella Vita Drive had been constructed per the private road standards. The request under SP #20-004 was to extend the private drive approximately 200 feet to the north and terminate into a cul-de-sac. The dedication of the drive to become a private road required a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board. SP #20-004 was approved by the Township Board on June 16, 2020.

Land Division Application #20-004

Upon approval of the private road under SP #20-004, the applicant intended to divide the approximate 20.7-acre property into four (4) parcels, under a separate land division application. The land division application was approved by the Township in 2020 (LD #20-004) and the subject 9.58-acre parcel was created as a

result. Currently the paved portion of the private road ends at the north property line of the Bella Vita site.

Site Plan/PD Application #22-004 (Hartland Senior Community PD-Concept Plan)

The Concept PD Plan was discussed under Site Plan/PD Application #22-004. The Planning Commission reviewed the project on April 14, 2022, which was followed up by the Township Board's review on May 3, 2022.

Planned Development Procedure

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

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

Given the requirements for publishing a notice for the planned development, the public hearing has been scheduled for the July 14, 2022, Planning Commission meeting. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD.

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

Overview of the Preliminary Plan and Proposed Use

The proposed single-family residential Planned Development contains thirty-two (32) detached ranch style condominium units. The target buyers are 55-plus years old, without children, and are to be owner occupied. The Concept Plan had shown thirty (30) detached condominium units, however the Preliminary site plan indicates the extent of the wetland area in the northeast corner of the property is smaller in scope than was portrayed on the Concept Plan. This may have been a factor in allowing room for two (2) additional units.

Per the housing brochure provided with the Concept plan, several housing options are available. The housing styles include a single-story ranch style house with two (2) bedrooms and an attached two (2) stall garage. Other options include a three (3) bedroom house with an optional second floor bonus room and a three (3) stall garage. Each unit has a private outdoor courtyard on the side of the house. The unit square footage ranges in size from approximately 1,519 square feet to 4,060 square feet. The units are built on a slab (no basement). Architectural plans are provided for the model Promenade III, which is a two-bedroom house with an optional upstairs bonus suite with an additional bedroom and bathroom.

Sheet C-1.1 shows thirty-two (32) condominium units, the building envelope, and a house footprint that is stated to be approximately 2,545 square feet. This may not reflect other housing models which may have a smaller or larger footprint. The unit dimensions vary in depth from 103 feet to 113 feet. The unit width is typically 57 feet or 59.5 feet. It is assumed that the house and all built features will be constructed within the unit building envelope.

The building envelope is shown in dashed lines. The proposed building setbacks are as follows:

Front:	15 feet
Corner:	10 feet
Side:	7.5 feet
Rear:	10 feet

The condominium unit line (rear) extends to the property line of the parcel on the east, west, and south sides. The rear building setback is ten (10) feet thus it is possible the leading edge of a house for several of the units could be as close as ten (10) feet from the property line on those sides of the site, should a larger house be built than portrayed on the plans. Also, the available green space area between the building envelope and the property line is ten (10) feet.

The Concept Plan had showed a side setback of five (5) feet, meaning the buildings could be as close as ten (10) feet apart. The side setback on the Preliminary Site plan is 7.5 feet, thus affording a 15-foot distance between buildings.

Access to the development is via Bella Vita Drive, which is a private road with access from Highland Road (M-59). Highland Road is under the jurisdiction of the Michigan Department of Transportation (MDOT). A representative from MDOT has reviewed the plans and has no concerns with the proposed project, or the use of Bella Vita Road as the only access to the residential development.

Internally vehicular circulation is provided by a small network of paved, private roads. The private roads in the proposed development will be required to meet the standards of Section 5.23 of the Zoning Ordinance for a road serving twenty-five (25) or more units or parcels. A private road is required to be constructed consistent with public road requirements of the Livingston County Road Commission (LCRC). The plans show the private roads to be paved with curb and gutter, 30 feet wide, with a 66-foot right-of-way easement.

The northern road runs east-west and dead-ends near the west property line. The southern road also runs east-west and a connection is shown to the parking lot of the adjacent property to the west (2755 Arena Drive-Hartland Sports Center). This serves as a second means of access for emergency purposes. The emergency access is gated at the common property line. A detail drawing of the gate is provided.

The applicant has been in discussions with the property owner regarding this connection. Ideally it would be beneficial to both property owners to agree to establishing an ingress-egress easement. The proposed paved connection to the existing parking lot is routed through an existing parking island. Some existing landscaping in the parking island and along the common property line will be removed to facilitate the road connection.

A 5-foot wide, concrete sidewalk is shown on both sides of each private road within the development. A separate sidewalk connects to a 5-foot wide, mulched pedestrian path, which travels along the wetland boundary in the northeast corner of the site, continues around the detention basin in the northwest corner, and returns to the starting point.

An on-site stormwater detention basin is shown in the northwest area of the site.

The Open Space Plan (Sheet C-1.0) states approximately 6.26 acres of the site are considered open space (65% of the PD area). Approximately 5.34 acres are designated as usable open space (56% of the PD area). More information is provided in this memorandum under "Open Space".

Municipal water and sanitary sewer will be required for this project. The applicant will need to work with the Township and Livingston County regarding public water and sanitary sewer. They will also need to work with the Hartland Township Department of Public Works (DPW) to acquire the necessary Residential Equivalent Units (REU)'s for this development.

The property is approximately 9.58 acres, resulting in an estimated density of 3.34 dwelling units per acre. More discussion on density is provided in the next section of this report.

Eligibility Criteria (Section 3.1.18.B.)

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

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

The applicant has provided a letter, dated June 1, 2022, that addresses this topic. Per the applicant, the recognizable benefits include the following:

- The subject property is designated Multiple Family Residential (on the FLUM) and the calculated maximum density is 77 dwelling units. The proposed development has thirty-two (32) dwelling units which equates to 42% of the maximum density.
- A lower density will provide more open space, less impact on traffic, and less demand on public utilities.
- The target buyers are 55 years or older and without children, thus there will be little impact on local schools.

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

The proposed project is approximately 9.58 acres in size and does not meet the minimum size for a planned development. Historically the Planning Commission has approved planned developments of less than twenty (20) acres. The applicant has requested a waiver from this standard, which is summarized in the letter dated March 25, 2022. The size of the development and waiver request were discussed by the Planning Commission during the review of the Concept Plan, at their April 14, 2022 meeting. Reasons for the waiver include the following, as summarized by the applicant:

- The subject property is surrounded by commercial properties and environmentally sensitive areas. Additional property is not available, that could be added to the proposal that makes economic sense.
- The proposed residential development is designed for the 55-year-old buyer (and older) which includes detached homes, small yards, outdoor living space, maintenance free living, and reduced maintenance demands for a homeowner's association. The subject site meets these key points.
- The proposal is well within the residential density allowed for in the FLUM.

- The proposed density is approximately three (3) dwelling units per one (1) acre and will use less resources than if built to the density allowed for on the FLUM, for resources such as sewage, water and gas.
- The proposed project will not put substantial stress on the school system given the target age group of 55 years and older.

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

The development is accessed from Bella Vita Drive, a private road, and internally, a looped system of private roadways is proposed. The south end of Bella Vita Drive intersects Highland Road, which is under the jurisdiction of the Michigan Department of Transportation (MDOT).

The applicant points out that the FLUM designates the subject property as Multiple Family Residential, and potentially could allow for a maximum density of seventy-seven (77) units (apartments). In comparison, the proposed residential single-family development with thirty-two (32) condominium units, will generate less traffic and have less impact on Highland Road, by approximately 50%, per the applicant.

Public water and sanitary sewer services will be required for the project. The Township Director of Public Works has provided comments in the review letter dated July 3, 2022.

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

The subject property is designated Multiple Family Residential on the adopted 2015 Future Land Use Map (FLUM) and the 2020-2021 Amendment to the FLUM. This category designation envisions a maximum density of eight (8) units per acre. Using the subject site acreage of 9.58 acres and allowing a maximum of eight (8) units per acre, a maximum 76.64 units could be permitted (8 x 9.58 acres). The proposed Preliminary Plan proposes a density of 3.34 dwelling units per acre (32 dwellings ÷ 9.58 acres), which is consistent with the maximum allowed density for Multiple Family Residential.

5. Unified Control. *The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project, or assuring completion of the project, in conformity with the Ordinance.*

Ownership of the common areas including the streets will be owned by the condominium association. Maintenance of the yards and open spaces, including mowing, and snow removal will be the responsibility of the condominium association. The applicant provided a sample condominium document that will serve as a template for this project. A thorough review of the condominium document will occur with the Final Plan submittal.

Planned Development Design Standards (Section 3.1.18.C.)

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

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

The subject area for the planned development project is designated Multiple Family Residential on the 2015 adopted FLUM and the 2020-2021 Amended Future Land Use Map. This land use category is considered appropriate for land that is bordered on one or more sides by nonresidential uses and on other sides by lower intensity single-family designations. Additionally, the Multiple Family Residential designation can serve as a buffer between higher intensity uses and single-family uses.

Multiple Family Residential developments may consist of single-family homes, townhouses, or one- or two-story apartment buildings. New developments should have access to a paved primary road and have paved internal streets, along with amenities including open space and park areas, sidewalks and infrastructure built to an adequate capacity. Landscape buffer areas should be provided between the multiple family use and adjacent single-family residential uses. The proposed use, a single-family residential development appears to be an acceptable use of the site and is consistent with the FLUM designation.

As outlined in the Comprehensive Development Plan, a maximum density of eight (8) units per acre is permitted for Multiple Family Residential therefore, a maximum of 77 dwelling units could be constructed on the subject site. Additional information on the proposed density is discussed in the next section.

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

Section 3.1.18.C. of the Zoning Ordinance states the residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan. The subject property is designated Multiple Family Residential on the adopted 2015 Future Land Use Map and the 2020-2021 Amendment to the FLUM. This category designation envisions a maximum density of eight (8) units per acre. Using the subject site acreage of 9.58 acres and allowing a maximum of eight (8) units per acre, a maximum 76.64 units could be permitted (8×9.58 acres). The Preliminary Plan proposes a density of 3.34 dwelling units per acre ($32 \text{ dwellings} \div 9.58 \text{ acres}$), which is consistent with the maximum allowed density for Multiple Family Residential.

Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in units on a site in recognition of outstanding attributes as listed in this section. The Township Board in its sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission. In this case if the Planned Development land area could accommodate 76.64 units ($9.58 \text{ acres} \times 8 \text{ units per acre}$), in accordance with the Comprehensive Plan, the Planned Development plan could include up to 108 dwellings ($77 + 31 \text{ additional units}$) if a maximum bonus were awarded by the Planning Commission and Township Board. A density bonus is not being considered for this PD project.

The chart below outlines residential density as discussed in this section.

Residential Density	Residential Units
Proposed	32
Permitted	77
Bonus – maximum	108

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

The design details are provided on the submitted site plans and architectural drawings for the proposed Planned Development.

- 4. Minimum Yard Requirements.** The minimum yard requirements are noted in the chart below per Section 3.1.18.C.vi.a. (Residential Use)

Yard Location	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along perimeter, but not adjacent to a road (north, south, east & west property lines) – rear yard	40 ft.	190 ft. (north) 10 ft. (south) 10 ft. (east) 20 ft. (west)	Yes No No No
Along an internal collector or local road – front yard	40 ft.	15 ft. from edge of building envelope to unit line	No

*As measured to closest point of building envelope

Sheet C-1.1 lists the proposed setbacks as follows: front (15 feet); side (7.5 feet); rear (10 feet) and corner (10 feet). The building envelope for each unit is shown on the plan and the footprint of an approximate 2,545 square foot dwelling. There may be variations in the footprint of the dwelling, as several design options are offered. Staff assumes the building and all built features will fit into the building envelope.

Section 3.1.18.C.vi.b.(2) states that minimum rear yard setback and minimum lot size for detached single-family structures in a planned development shall be based on good planning and design principles taking into account several variables as follows: degree of compatibility between adjoining uses; sensitivity to the characteristics of the site; the need for free access for emergency vehicles; the need for adequate amounts of light and air between buildings; and the need for proper amounts of open space for the exclusive use of residents on the site.

- 5. Distances Between Buildings.** Spacing requirements for buildings in a planned development for any detached single-family structure are outlined in Section 3.1.18.C.vi.b.(1). *Any detached single-family structure shall be located at least thirty (30) feet from any other detached single-family structure and shall provide a minimum side yard setback of fifteen (15) feet on both sides.*

The condominium units are shown and a typical building footprint as well as the building envelope as defined by the proposed setbacks. Based on the plans, the side yard setback is 7.5 feet, which equates

to fifteen (15) feet between two (2) structures. This would not meet the minimum required spacing standards of thirty (30) feet between any other detached single-family structure. Per Section 3.1.18.C.vi.a., modification to yard requirements may be approved by the Township Board upon recommendation from the Planning Commission, upon making the determination other setbacks would be more appropriate.

The Hartland Deerfield Fire Authority has no concerns with the proposed plans as noted in the review letter dated July 5, 2022.

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

The one-story structures comply with this regulation. The mean building height is approximately fifteen (15) feet.

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

Parking requirements are listed in Section 5.8.4.H (Table of Minimum Parking Space Requirements). For the category, Residential, Family, two (2) parking spaces are required for each dwelling unit.

Each unit has an attached 2-stall garage, plus a 16-foot-wide driveway that is 20 feet long as measured from the house to the leading edge of the public/common sidewalk.

8. **Landscaping.** Landscaping requirements are provided in Section 3.1.18.C.vi.e. These are considered minimum design standards, typically for a commercial or office development. A more detailed review of the landscaping is provided in this memorandum using applicable landscape standards outlined in Section 5.11 (Landscaping and Screening).
9. **Open Space.** *Open space shall be provided to complement and accentuate the high-quality design of the proposed planned development. At minimum the planned development shall provide open space consistent with the previous zoning designation for the site.*

Per this section of the Zoning ordinance (Section 3.1.18.C.vi.f.), the planned development shall provide open space consistent with the previous zoning designation for the site, at a minimum. Currently the site is zoned CA-Conservation Agricultural. In CA, the open space requirement is a minimum of 85%, for a single-family detached dwelling. The proposed plan states the open space is 65% of the site, and thus would not comply. Historically however, open space requirements outlined in Section 3.15 of the Zoning Ordinance have been applied for other single-family residential planned developments in the Township such as Walnut Ridge Estates and Fiddler Grove.

Section 3.15 of the Zoning Ordinance states residential condominium developments (in several zoning district classifications) should provide a minimum of 25% open space, with a minimum of 10% of the total open space to be useable open space (“useable open space” is defined as land area suitable for active recreation). For the proposed development consisting of 9.58 acres, this would equate to a minimum of 2.4 acres of open space, with a minimum of 0.958 acres of useable open space.

The Open Space Plan states the proposed open space is approximately 6.26 acres, or 65% of the PD; and 5.34 acres as useable open space, or 56% of the site.

Open space areas include lawn, courtyards, landscaped spaces around the condominium units, sidewalks, detention basin, and wetland/floodplain areas associated with North Ore Creek. These areas are shown as green on Sheet C-1.0. The usable open space area, per the plan, excludes the stormwater management detention basin and North Ore Creek area. Usable open space is shown as green with black dots. A 5-foot-wide mulched pedestrian trail is shown within the usable open space area, on the north side of the development.

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

A Topographic Survey and Tree Inventory are provided, which show the existing features of the site. Currently the site consists of an open field, wooded areas, and wetland and floodplain areas associated with North Ore Creek in the northeast portion of the site. The open field area was previously used as part of the driving range, prior to the establishment of Bella Vita Senior Living. Site work is not proposed in the floodplain or wetland areas. The majority of the existing trees/vegetation, outside of the floodplain/wetland areas, will be removed as part of the proposed development project. The limits of disturbance are shown on Sheet V-3.1. as a light grey dashed line.

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

A 5-foot-wide concrete, sidewalk is shown on both sides of each private road within the development. The sidewalk is located within the road right-of-way. A 5-foot-wide mulched pedestrian trail is shown, which is stated as 1,100 linear feet. The trail starts from a sidewalk located between Units 19 and 28 and follows the edge of the wetland in the northeast corner, then travels around the northern edge of the detention basin in the northwest, and loops back to the starting point (sidewalk).

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

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

1. Sewer and Water.

The Department of Public Works has provided a review letter dated July 3, 2022, which outlines the number of REU's required for the proposed development.

2. Stormwater and Drainage Systems.

The applicant states the proposed detention basin is sized using the newly adopted standards of the Livingston County Drain Commission. Stormwater will be conveyed via curb and gutter and pipe to curb inlets, yard rains and catch basins, which will be directed to the proposed detention basin.

3. Traffic Impacts.

The proposed planned development is accessed via a private road, Bella Vita Drive, and is served by a private looped road system internally. MDOT has reviewed the plans and has no concerns with traffic generated by the proposed development as related to the intersection of Bella Vita Drive and Highland Road. The applicant, in the letter dated June 1, 2022, explains the calculated maximum density per the

FLUM designation, could be 77 units (apartments). The proposed project is proposing 42% of the maximum density, with the development having 32 single-family homes. Given the lower density of the project and the nature of the homebuyer, the applicant estimates the traffic impact on Highland Road is less than 50% than that generated by a 77-unit apartment complex.

4. Vehicular Circulation.

The development has one (1) primary entrance and a looped private road system that is designed to the Livingston County Road Commission (LCRC) standards. Section 5.23 of the Zoning Ordinance outlines the standards for a private road serving twenty-five (25) or more units or parcels. The plans show private roads within the development that are paved with curb and gutter, 30 feet wide (back of curb to back of curb), with a 66-foot right-of-way easement.

Section 5.23.5.E.vi. of the Zoning Ordinance (Minimum Private Road Standards) states that private roads serving more than twenty-four (24) parcels or dwelling units or combination thereof equaling twenty-four (24) shall have at least two (2) points of access to a public road. In this case there is access to Highland Road (public road) via Bella Vita Drive. A secondary emergency access is shown in the southwest corner portion of the development via the internal private road, which connects to the parking lot of the adjacent property to the west (Hartland Sports Center at 2755 Arena Drive). The access road will be gated and used only in case of an emergency. The applicant should work with the Township Fire Department regarding the automation device to be used for the gate at the emergency access and other requirements of the Fire Department.

The applicant has been working with the adjacent property owner to work out the details for this access point. A draft version of an ingress-egress easement between the property owners should be provided as part of the documents for the Final Plan submittal. In the event the applicant is not able to reach an agreement with the adjacent property owner, the applicant shall be required to install the emergency access drive and gates on the planned development property and provide a recorded copy of the easement for the emergency access drive.

5. Fiscal Impacts.

The applicant has provided a response to this topic in the letter dated June 1, 2022.

Landscaping (Section 5.11)

Applicable sections of Section 5.11 (Landscaping and Screening) will be applied to the PD, as outlined below.

A. Canopy trees along Internal Roadways (Sec. 5.11.2.C.ii.) –

- Required – 15-foot-wide landscaped area along the length of internal roadways, planted with a minimum of 1 canopy tree or evergreen tree for every 30 feet or portion thereof. Required canopy tree size is a minimum 3-inch caliper tree at the time of planting
- Proposed – 7-foot-wide landscaped area between sidewalk and street (curb); generally, 1 canopy tree is shown per unit except for Unit 3, 5, 7, and 15; tree planted in front of the unit but not at a standard interval; street tree placed approximately five (5) feet from the edge of the sidewalk. Street trees shown along corner lots and at entrance road. Proposed canopy tree size is 3-inch caliper tree however the tree species is not listed.
- Meets Requirement? – **TDB; street trees planted at varying intervals; 4 units do not have a street tree; and plant schedule not provided.**
- Comment – **Planning Commission to determine if the proposed street tree locations are acceptable. A plant schedule should be included on the landscape plan.**

- B. Buffering or Screening (Sec. 5.11.2.G.i.) – Screening between Land Uses (east property line where abutting single-family CA zoned properties)
- Required – landscape buffer shall be provided to create a year-round visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and abutting a single-family residential zoned property. Evergreen trees to be planted in a staggered or clustered pattern with varying tree heights.
 - Proposed – eleven (11) conifer trees, in a single row, along the PD west property line (adjacent property is zoned GC-General Commercial), within the 10-foot setback area of the PD property. Type and size of conifer tree are not stated on the landscape plan. Landscape buffer is not provided on the east property line of the PD, except the northeast corner where existing vegetation is to be retained. The parcel to the east is zoned CA-Conservation Agricultural, which is considered single-family residential and of a lower density than the PD.
 - Meets Requirement? – **TBD**
 - Comment – **Planning Commission to determine if the proposed planting plan meets the intent of the screening requirement. A plant schedule should be included on the landscape plan.**
- C. Detention/Retention Area Landscaping (Sec. 5.11.2.H.)
- Required – detention/retention ponds must be integrated into the overall design of the property and landscaped to provide a natural setting; 1 canopy or evergreen tree and 10 medium, 6 large shrubs or ornamental trees must be planted for every 50 ft. of pond perimeter. Pond Perimeter - approx. 780 lineal ft. EQUATES TO: 16 canopy or evergreen trees, and 160 medium shrubs, or 96 large shrubs or ornamental trees
 - Proposed – no new plant material proposed; existing trees to be preserved in this area (mostly on the east side of the detention basin) could serve as some of the required landscaping for the detention basin.
 - Meets Requirement? – **TBD**
 - Comment – **Planning Commission to determine if the proposed planting plan meets the intent of the detention landscaping requirements.**
- D. Requirements for Single Family Residential Districts (Sec. 5.11.6.B.)
- Single Family Residential properties are encouraged to plant and maintain landscaping which provides a good street side appearance. All unpaved portions of the front yard are to be planted with suitable live plant material (grass, groundcover, and shrubs) and extending to any abutting street pavement edge. Lawn is proposed around each unit as well as landscape beds in the front of the house and courtyard areas. A typical landscape plan is provided for these areas.

Other site details

Irrigation

Per the applicant irrigation will be provided for landscaping around the monument/entrance sign to the development. Each homeowner will be responsible for maintaining landscaping around their unit.

Monument Sign

The plans show a monument sign footprint on Sheet C-1.1, essentially as a placeholder. Landscaping around the sign is not shown. As proposed the monument sign is located within the road right-of-way, of a private road. The Planning Commission should approve the sign location as part of the Preliminary Site Plan. The sign requires a separate permit which will be reviewed administratively.

Lighting

Street lighting is not proposed. The architectural plans show decorative light fixtures as exterior lighting for the house.

Architecture/Building Materials (Sec. 5.24)

Architectural standards for façade materials are not provided in Section 5.24 for single-family buildings. Architectural drawings and floor plans for one (1) house design option (Promenade III) were submitted. Façade material percentages are not required to be submitted.

Generally, the façade materials for Promenade III include fiber cement siding (horizontal; board and batten vertical siding; rough split shake siding), glass, and cultures stone veneer. The specific fiber cement products are to be determined per a note on the plans, typically to be identified on the construction set of plans. Staff assumes similar façade materials will be used on each house design option.

The brochure for housing materials shows eleven (11) color palette options. The siding colors are varying tones of grey, tan/taupe, dark green, and brown. Accent colors include tan, black, dark red, and dark green. The applicant intends to bring a façade materials sample board to the public hearing,

Other Requirements-Zoning Ordinance Standards

Nothing additional at this time.

Hartland Township DPW Review

The DPW Director has provided a review letter dated July 3, 2022.

Hartland Township Engineer's Review (Spaulding DeDecker)

The Township Engineer (SDA) has reviewed the Preliminary Site Plan and does not recommend approval at this time due to the number and nature of the comments in the review letter dated June 8, 2022. It is suggested the applicant should address the comments and resubmit plans for final review and approval.

Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has provided comments in the review letter dated July 5, 2022, stating the plans as presented meets or exceeds the site accessibility and fire protection requirements of the Fire Department.

Attachments:

1. DPW review letter 07.03.2022 – PDF version
2. Township Engineer (SDA) review letter 06.08.2022 – PDF version
3. Hartland Deerfield Fire Authority review letter 07.05.2022 – PDF version
4. Applicant's Waiver request 03.25.2022 – PDF version
5. Applicant's written response 06.01.2022 – PDF version
6. MDOT email 06.09.2022 – PDF version
7. Housing Brochure – PDF version
8. House materials – PDF version
9. Condo Documents 06.01.2022 – PDF version
10. Applicant's response letter to Fire 06.30.2022 – PDF version
11. Applicant's response letter to SDA comments 06.30.2022 – PDF version
12. Architectural plans 06.30.2022
13. Site Plans 06.30.2022

SP #22-006 Hartland Senior Community PD-Preliminary Site Plan

July 7, 2022

Page 14

CC:

Spaulding DeDecker, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Site Plan Applications\SP
PD #22-006 Hartland Senior Community Prelim PD \Staff reports\Planning Commission\SP PD #22-006 Prelim PD Staff report
PC 07.07.2022.docx



DEPARTMENT OF PUBLIC WORKS

Michael Luce, Public Works Director
2655 Clark Road
Hartland MI 48353
Phone: (810) 632-7498

TO: Planning Department
DATE: 7/3/2022
DEVELOPMENT NAME: Hartland Senior Community
APPLICATION #: SUP# 22-021
REVIEW TYPE: Site Plan

Site Plans for the proposed Hartland Senior Living proposes 32 Single Family Units. REUs are assigned for single family homes as 1.0 per unit. Municipal water and sewer are available on the property. As shown in the plans, the utilities will be in the street and greenbelt areas, per the location of the water main the easement must be noted as public. Subsequently REU's can be purchased with each land use permit as apposed to the overall site plan approval.

	Sewer REUs	Water REUs
Owned	0	0
Required	32	32
REU Difference	32	32
Cost Each	\$9,439.20	\$5,816.10
Total Due Each	\$302,054.40	\$186,115.20
TOTAL REU COST	\$488,169.60	

Hartland Township Public Works approves the Hartland Senior Community site plan subject to inclusion of the following details on the construction plans:

1. Sanitary sewer material and sizes and connection detail sheet
2. Monitoring manhole for sewer connection and location if required
3. Utility easements noted as public or private.
4. Approval of the Livingston County Drain Commission.

Please feel free to contact me with any further questions or comments regarding this matter.

Michael Luce
Public Works Director

June 8, 2022

Troy Langer
Planning Director
Hartland Township, MI

Re: Hartland Senior Community – PD Site Plan Review
SDA Review No. HL22-112

Dear Troy:

We have received the preliminary site plan submittal for the above referenced project prepared by Monument Engineering Group Associates, Inc dated June 1, 2022 and received by our office on June 1, 2022. The plans were reviewed in accordance to Hartland Township Engineering Standards and the following comments are our observations.

A. General

The site is located along Highland Road (M-59) east of US-23, along the private roadway Bella Vita Drive. It is noted as 9.58 acres total area with approximately 8.47 acres being disturbed on site. The site is currently vacant with wetlands and a 100-year floodplain located in the northeast corner of the site. The proposed development will continue the private road at Bella Vita Drive to a looped road network to support 32 condominium units.

1. Show all relevant proposed and existing easements including roadway, water main, sanitary sewer, storm sewer, and franchise utilities per Hartland Township standards.
2. Declaration and By Laws are not reviewed as part of this letter as it appears to be describing a site location that is different than the one shown in the proposed plan set.
3. Hartland Township Standard Detail Sheets are to be attached to the proposed plans when applicable.

B. Water Main

The proposed 12-inch water main is showing to connect at two existing locations, an existing water manhole is located on the eastern side of Bella Vita Drive at the south eastern edge of the site and an existing 12-inch stub is shown south of the proposed drive connecting to the existing parking lot at Hartland Ice House to the west. The water main will loop around the center units within the 66-foot Right-of-Way and create a connection at two existing stubs.

Based on this water main layout, we have the following comments:

1. The water main is located approximately 2' off of the proposed Right-of-Way limits. The water main will either have to be located at least a minimum of 10-feet from the ROW or an easement will need to be established (20-feet from the centerline of the water main). Additionally, the water main shall not be located under pavement (i.e. sidewalks, roadway).

2. The water main appears to cut the property corner at Unit 20 and 27, relocate this water main within the roadway ROW or provide an easement.
 - a. The sidewalk should be placed approximately 1' from the ROW per Hartland Township Zoning Ordinance Section 5.12. This would relocate the water main between the sidewalk and back-of-curb.
3. The hydrant lead for HYD-1 shall be an 8-inch water main.
 - a. No service leads are allowed to connect to a hydrant lead. A reducer will be required prior to the proposed hydrant if building service leads are to connect to the dead end main.
 - b. Revise the water main layout to show the hydrant lead connecting to the proposed main at a tee fitting.
4. Proposed water main valves shall be shown on the plan sheet.
5. The hydrant layout must be reviewed and approved by the Hartland Fire Marshall.

C. Storm Drainage/Grading

Storm water runoff is to be captured via catch basins along the proposed roadways. The storm water will enter a proposed detention basin via a proposed forebay before entering the main basin. No information is given at this time on the outlet control for the detention basin.

All storm water design calculations are to follow Hartland Township and Livingston County Drain Commissioner standards and details. No impacts to existing wetlands or floodplains are shown on this plan. All wetlands on the site shall be delineated and shown in the plan set along with having the report forwarded to the Township Engineer for record.

1. Offsite surface runoff shall not be trapped along the development perimeter. If the existing runoff from adjacent properties pass onto the proposed site, the proposed storm sewer system must be sized to accommodate.
2. On-site drainage must be captured within the proposed development via the storm sewer network and will not be allowed to drain to adjacent properties.

The existing property drains from the south to the north. There is an existing detention pond south of Units 1-8 with what appears to be the detention pond outlet pipe directed at Unit 2. The ultimate outlet for both properties is the North Ore Creek at the northeast corner of the site.

1. A dedicated storm sewer will be needed to convey the existing detention basin outlet to North Ore Creek without passing through the proposed on-site detention basin. An easement must be provided for this storm sewer for maintenance purposes. Modification of any existing storm water maintenance agreement for the adjacent property's storm water facilities as necessary. It appears drainage from the adjacent site drains onto the subject site.

D. Paving/Roadway

A proposed private roadway (name unknown) is shown to be 30 feet wide (BOC to BOC) with 5-foot wide sidewalks on either side of the roadways, all contained in a 66-foot right-of-way. The proposed roadway connects to Bella Vita Drive to the south and connects to the parking lot for Hartland Ice House to the west. Private road shall meet the requirements of Hartland Township Zoning Ordinance Article 30.00.

1. As stated in the site narrative under “Traffic Impact”, the private road will connect to Bella Vita Drive via an existing private road easement.
 - a. As shown on sheet C1.1, the existing roadway easement will have to be vacated in the area occupied by Unit 1.
2. The proposed sidewalk is located 5’ from the ROW. Per section 5.12 of Hartland Township Zoning Ordinance, the sidewalk shall be placed 1’ from the ROW. This would place the proposed water main between the sidewalk and back-of-curb for the roadway.
3. Per section 5.23.5.C.vii of the Hartland Township Zoning Ordinance, a separate utility easement with a minimum width of 12-feet shall be provided on both sides of the private road easement. This easement should be in use for franchise utilities not stated in this site plan.
4. As stated in the site narrative under “Vehicle Circulation”, the secondary access will connect to the drive aisle of the existing parking lot and will be used only in case of emergency.
 - a. Show the gate on the proposed site plan.
 - b. A shared access agreement will be needed for the connection to the parking lot.
 - c. The gate and vehicle access shall be reviewed and approved by Hartland Fire Marshall.
 - d. Coordination with the adjacent property will be required . We would expect the loss of several parking spaces in the existing parking lot to accommodate the access.
 - e. Label the secondary emergency access on the plans.

E. Sanitary Sewer

A proposed sanitary sewer is shown to be in the center of the proposed roadway for the development. A lift station wet well, valve chamber, and meter pit is proposed before connecting to the existing sanitary sewer along Highland Road via a force main.

All sanitary sewer design requirements are to follow current Livingston County Drain Commissioner’s (LCDC) standards and details. LCDC sanitary sewer detail sheets shall be attached to the proposed plans when applicable. LCDC may require lift station upgrades to handle the additional flows from this development.

Livingston County Drain Commissioner’s Sanitary Sewer Standard Details sheets shall be attached to the proposed plans when applicable.

Permits Required

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

Hartland Township:

1. All necessary easements including water main and sanitary sewer. Easements must be on Hartland Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals, if applicable.
2. A Land Use Permit will be granted after the pre-construction meeting.
3. Storm Water Agreement (for the storm water improvements on the site).
4. Maintenance bond and insurance for the water main to be dedicated to the township.

Livingston County:

1. Copy of Livingston County Drain Commissioner approval and permit.
2. Copy of a Soil Erosion and Sedimentation permit from Livingston County Drain Commissioner.

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

1. MDEGLE Permit for all water main installation.
2. MDEGLE Permit for all public sanitary sewer installation.
3. NPDES Notice of Coverage Documentation.
4. MDEGLE Permit for all proposed work within the state-regulated wetlands, if applicable (site report states that no modification to the floodplain and wetlands are proposed in this site plan).
5. MDEGLE Permit for Inland Lakes and Streams, if applicable.
6. MDEGLE Permit for all proposed work in 100-year floodplain, if applicable (site report states that no modification to the floodplain and wetlands are proposed in this site plan).
 - a. A Letter of Map Revision must be requested through Federal Emergency Management Agency (FEMA) for the Flood Insurance Rate Map (FIRM) where portions of the 100-year floodplain limit is proposed to be relocated.

Please be aware that additional comments may arise with the submittal of the requested revisions and/or additional information.

RECOMMENDATION

We do not recommend final approval of the site plan at this time. Based on the number and nature of the comments, a revised site plan capturing all the above mentioned comments should be resubmitted for final review and approval.

The comments are not to be construed as approvals and are not necessarily conclusive. The final engineering plans for this development are to be prepared in accordance with the Hartland Township Engineering Design Standards and 2008 Hartland Township Standard Details. Sanitary sewer and water benefit fees may be applicable for this project.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER



Adam Chludzinski
Project Engineer

cc: Jeremy Schrot, Hartland Township Engineer (via email)



HARTLAND DEERFIELD FIRE AUTHORITY

FIRE MARSHALS OFFICE

Hartland Area Fire Dept.
3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: jwhitbeck@hartlandareafire.com

July 5, 2022

To: Hartland Township
2655 Clark Road
Hartland Mi 48353

Re: Preliminary Plan Review: Issue 2
Hartland Senior Community
North of the Bella Vita Site/East of the Hartland Ice Arena

We have reviewed the proposed residential plans for Hartland Senior Community for the above project (plans dated June 30, 2022, and as received by Hartland Township through electronic submission on July 5, 2022). The project as drawn meets and/or exceeds the site accessibility and fire protection requirements of the fire department.

We have no further comments at this time. Please forward any revised/future drawings affecting the fire department for further review.

Sincerely,

Yours In Fire Safety,

Jennifer Whitbeck
Fire Inspector



Developed by Baig Development LLC
25210 Five Mile Rd Redford MI 48239
Office 248 418 4000 | Fax 866 364 7300

PD Planned Development Waiver Request

March 25, 2022

The Courtyards of Hartland consists of an approximate 10 acre site and as per section 3.1.18 of the Hartland Township Zoning Ordinance the minimum size required for the PD zoning is 20 acres. We would like to request a waiver for this location so that we can utilize the PD zoning on a smaller site for the following reasons.

1. The property is surrounded by commercial properties and environmentally sensitive areas and there is no additional property that could be added to the proposal that makes economic sense.
2. The nature of the product we intend to build for the 55+ buyer rarely fits within base residential zonings as is the case with Hartland Township. Our buyers are looking for detached homes but with smaller yards. Maintenance free living pushes the developer to find a balance of adequate outdoor living space with limiting the amount of maintenance for the Homeowners association.
3. The proposal is well within the densities anticipated in the townships future land use plan.
4. The future plan for this area is of higher density and this project uses R3 spectrum, which means that on 1 acre of land, we will build 3 houses, hence it would use lesser resources like sewage/water/gas.
5. This community will pay the taxes but again it would not put substantial stress on the school system.

Sincerely,

A handwritten signature in black ink, appearing to read 'Khurram Baig', with a stylized flourish at the end.

Khurram Baig



Monument Engineering Group Associates, Inc.

Developing Lifelong Relationships

monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ)
(517) 223-3512



Date June 1, 2022

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

**RE: Staff Report
Planned Development Preliminary Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)**

Baig Development, LLC (Applicant) is a franchisee of Epcon Communities. Specializing in building single-family homes and walkable neighborhoods for seniors with the amenities they want and need.

Monument Engineering Group Associates, Inc. (MEGA) has prepared and submitted Preliminary Plan drawings that demonstrate the feasibility of design as proposed. Including a 32 single family homes, a looped road, and properly sized storm water management detention basin.

Eligibility Criteria (Section 3.1.18.B.)

The subject property is 9.57 acres. Per section 3.1.18 of the Hartland Township Zoning Ordinance the minimum size required for the PD zoning is 20 acres but can be waived upon request and approval.

We are requesting a waiver of the minimum Planned Development size requirement for this location. The location was specifically chosen for its proximity to natural features and access to a major road.

The following are the proposed benefits to the community:

1. The subject property is designated Multiple Family Residential. The calculated maximum density is 77 units. This project is proposing 42% of the maximum density. Which will provide more open space, overall less impact on traffic and demand on public utilities.
2. The target buyers of the proposed homes are 55+ years old without children. There will be little impact on local schools.
3. The nature of the homeowners and the reduced density results in considerably less traffic generation.

The following are the unique characteristics of the project:

1. Completely walkable community of single-family homes. There is an accessible route to and from each home.
2. Detached single story homes with smaller yards and maintenance free living is ideal for seniors.

22-027 Hartland Senior Community Site Plan/PD

3. Proximity to the creek and natural features is an amenity to the homebuyer and provides additional open/recreational space.
4. The layout as proposed will provide views of nature/creek but also still have access to a major road (M-59).

Unified Control

Ownership of the common areas including the streets will be owned by the condominium association. The homeowners will be responsible for the exterior maintenance of their homes. The yards and open spaces will be mowed and maintained by the COA. Snow removal will also be completed for the streets, drive, and walks by the COA. Attached is a sample Condominium document from a site in Columbus that would be base document converted to comply with Michigan law.

Fiscal Impact

After an extensive review of our project, similar projects in our portfolio, and the Hartland market we have assembled some data on the economic impact that we feel Courtyards of Hartland and EPCON community have in Hartland Township.

Property Tax Impact:

Our plan currently proposes a 32-unit Neighborhood, and we project that property taxes for each residence will amount to approximately \$6,500.00 per unit or \$208,000.00 annually for the entire project, once complete.

Local School Impact:

Hartland of Courtyards is not an age specific community, but our product caters to the needs of the active adult community who have historically had low impacts on the school systems and generally provide positive tax incomes from like communities.

Community and Business Impact:

Courtyards of Hartland will mostly consist of 2 bedrooms and 2 bathrooms single family detached Luxury Ranch Living catering to the active adult market, while preserving wetlands and will provide a choice of living environments by creating a marketable housing product that fills an unmet demand for this market segment, allowing Hartland Township active adult population to still be part of their community.

We have been able to calculate our occupancy average to be about 1.8 individuals living in each unit. Using this calculation, we would expect an average of 57 residents to live in this community. An addition of 57+ individuals to this area will help support local commercial business and add vibrancy to the growing eastern part of the Township.

Natural Features

North Ore Creek and wetlands occupy 1.09 acres of the northeast corner of the property. The extent of the 100-Year Floodplain and wetlands is shown on sheet V-1.1 Topographic Survey of the site plan drawings. The project is proposing a mulch walking trail in the wooded area adjacent to the North Ore Creek floodplain/wetlands. Overall, no modification to the floodplain and wetlands is proposed.

Traffic Impact

The proposed planned development is accessed via an existing private road easement. The private road easement is shown on the Topographic Survey with direct access to Highland Road (M-59). The subject property is designated Multiple Family Residential. The calculated

22-027 Hartland Senior Community Site Plan/PD

maximum density is 77 units (apartments). The proposed project is proposing 42% of the maximum density (32 single-family homes).

Therefore, given the nature of the expected homebuyer and the reduced density the traffic impact of the proposed project on Highland Road (M-59) will likely be less than 50% of a possible 77-unit apartment complex.

Vehicle Circulation

The development has one primary entrance and a looped road system that is designed to the Livingston County Road Commission standards. The proposed private road is centered on a 66' wide easement. The overall width of the road is 30 feet (measure from back of curb to back of curb) with a 2' curb and gutter. A secondary (emergency) access has been coordinated with the west adjacent property owner. The secondary access will connect to the drive aisle of the existing parking lot. It will be gated and used only in case of emergency.

Storm Water and Drainage Systems

In general, the existing and proposed topographic slopes from south to north. The site predominately has sandy soils with infiltration rates conducive to infiltration. Storm water will be conveyed via curb and gutter and pipe to curb inlets, yard drains and catch basins then conveyed to the proposed above ground detention basin. The proposed detention basin is in the northwest corner of the property and is sized using the newly adopted standards of the Livingston County Drain Commission. The detention basin will have an outlet control structure with an outlet pipe towards North Ore Creek.

Martha Wyatt

From: Martha Wyatt
Sent: Tuesday, June 28, 2022 2:18 PM
To: Martha Wyatt
Subject: FW: Proposed Development along M-59 (north of Bella Vita)

From: Heidelberg, Craig (MDOT)
Sent: Thursday, June 9, 2022 11:02 AM
To: Troy Langer <TLanger@hartlandtwp.com>
Cc: Martha Wyatt <MWyatt@hartlandtwp.com>
Subject: RE: Proposed Development along M-59 (north of Bella Vita)

Hi Troy,

Thank you for sharing. We have no concerns with using Bella Vita Dr. as their access. And drainage seems to be contained onsite and not discharged to MDOT's ROW.

So no concerns from MDOT.

Craig Heidelberg, P.E.
MDOT Brighton TSC
Operations Engineer

From: Troy Langer <TLanger@hartlandtwp.com>
Sent: Wednesday, June 8, 2022 2:39 PM
To: Heidelberg, Craig (MDOT)
Cc: Martha Wyatt <MWyatt@hartlandtwp.com>
Subject: Proposed Development along M-59 (north of Bella Vita)

Craig,

Please find attached a proposed development plan for a residential development, located on the north side of M-59 (Highland Road). This would be north of the Bella Vita development and east of the Hartland Ice Arena facility.

Please let me know if you have any questions or comments.



Troy Langer
Planning Director
810.632.7498
2655 Clark Road
Hartland, MI 48353
www.hartlandtwp.com

Palazzo

2-3 BEDS | 2-3 BATHS | 1,519-2,034 SQ. FT.

The Palazzo features an optional 4-seasons room ideal for a home office or flexible living space. Possibilities abound with a first floor owner's suite, featuring an expansive walk-in closet, and an optional upstairs bonus suite, providing the ideal space for guests. The spacious kitchen opens to the dining and living room so you're never separated from your guests. The Palazzo is a warm and lively home, energized by abundant living space, contemporary amenities and natural light.



- Open, light-filled design with a den
- 1st floor owner's suite
- Spacious kitchen with island
- Optional 4 seasons sunroom
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite available

Portico

2-3 BEDS | 2-3 BATHS | 1,776-2,468 SQ. FT.

The Portico features an expansive kitchen with an angled center island creating a welcoming area connected to the dining and living room. Dramatic transitions like the formal entryway highlight the elegance and quality of the open, light-filled design. With two bedrooms on the first floor, a den and the option for an upstairs bonus suite, you'll have plenty of space for guests. The den can become a home office or flexible living space, and the first floor owner's suite includes a large walk-in closet and views of the private, outdoor courtyard.



- Open, light-filled design with a den
- 1st floor owner's suite
- Spacious kitchen with island
- Private, outdoor courtyard
- Optional sitting room, covered porch or screened porch off owner's suite
- Optional 2nd floor bonus suite available

Promenade III 2-4 BEDS | 2-3.5 BATHS | 2,053-2,826 SQ. FT.

Welcome to the Promenade III, an elegant and spacious home that can accommodate up to four bedrooms. The Promenade III features plenty of space and personalization options. For example, you can upgrade the mudroom to include a half bath, dog wash station or wine bar. If you love to entertain, the den can be converted into an additional bedroom. An optional upstairs bonus suite adds even greater flexibility and comfort for guests. And of course, the center island in the kitchen will be everyone's favorite gathering spot.



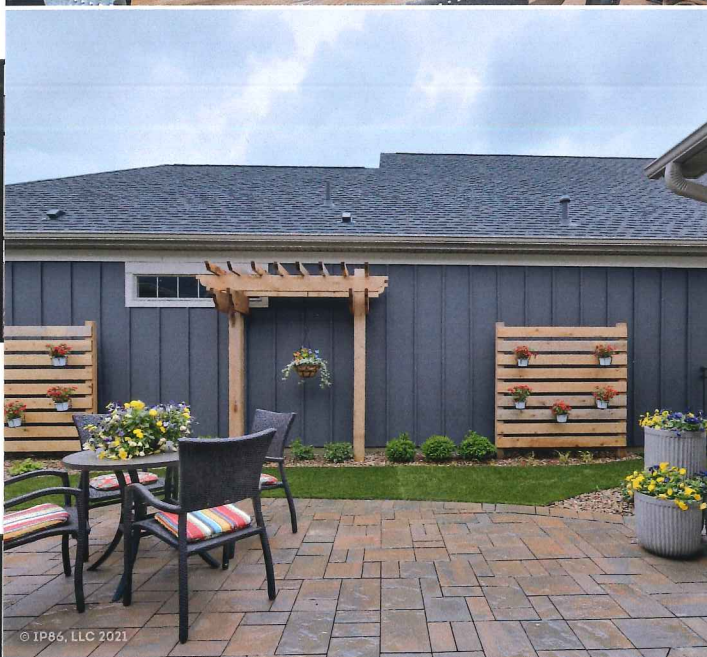
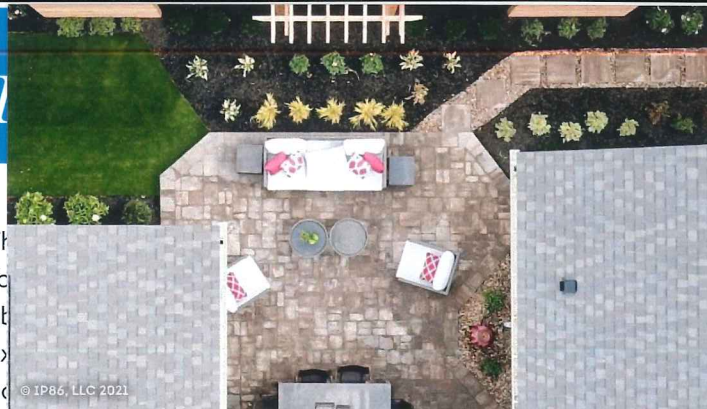
- Open, light-filled design with generous storage space
- 1st floor owner's suite
- Spacious kitchen with island and pantry
- Den (or optional bedroom in lieu of den)
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor

Provenance 2-3 BEDS | 2.5-3.5 BATHS | 2,847-4,060 SQ. FT.

The Provenance invites you to live larger with features like two first floor owner's suites and a 3-car garage. It offers more space than any other Epcon floorplan, and it's our grandest home yet. Built for entertaining, the luxurious design and highly personalized finishes will make each day more convenient for you. The flexible floorplan options truly bring living well to life.



- 3-Car garage and abundant storage space
- Optional 2nd floor bonus suite with a third bedroom and full bath
- Spacious, light-filled design with a formal dining room or den
- Expansive kitchen with gourmet island and walk-in pantry
- Private, outdoor courtyard
- Optional sitting room, screened or covered porch, or second



Live Well *In an Epcon Community*

LUXURY RANCH HOMES

Our open, modern floor plans include abundant natural light, and are designed for single-level living, everything you need is on one floor – kitchen, living space, bedrooms, laundry and storage.

LOW-MAINTENANCE LIVING

We know what you want and need for a happier, healthier life. Sit back and relax while we handle the mowing, mulching, edging, and raking.

PRIVATE COURTYARDS

Whether you're enjoying a cocktail under the stars or a quiet moment with your morning coffee, connect with the outside world while maintaining your privacy.

LOCK & LEAVE LIFESTYLE

Our HOA-maintained communities provide you with peace of mind. You have freedom to do what your heart desires knowing that your home is well taken care of.

FEATURES OF UNIVERSAL DESIGN

Epcon homes are designed to support your lifestyle now and in the future, with first floor owner's suites and open floor plans. Features of accessibility



Premenade ///

© 2022 IP86, LLC



Premiere ///

© 2022 IP86, LLC

EPCON[®]
COMMUNITIES



CRAFTSMAN COLOR PALETTES

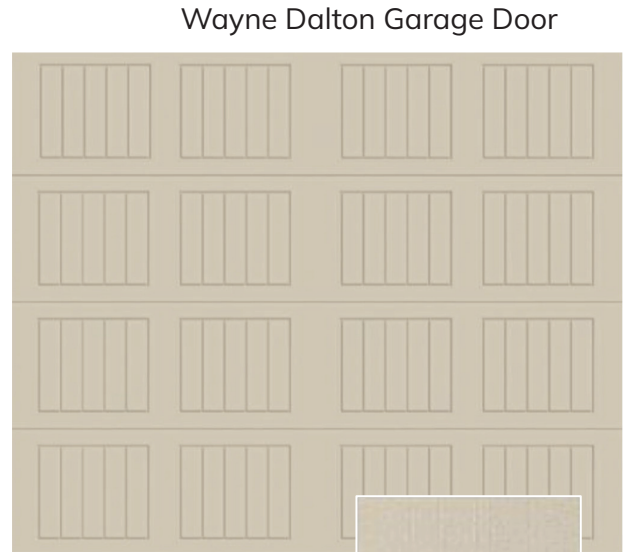
TAN-1 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



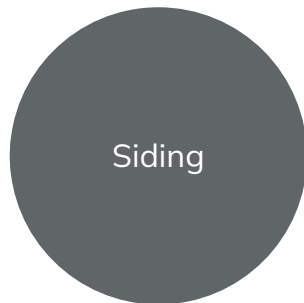
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW7075
Web Gray



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW7020
Black Fox



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

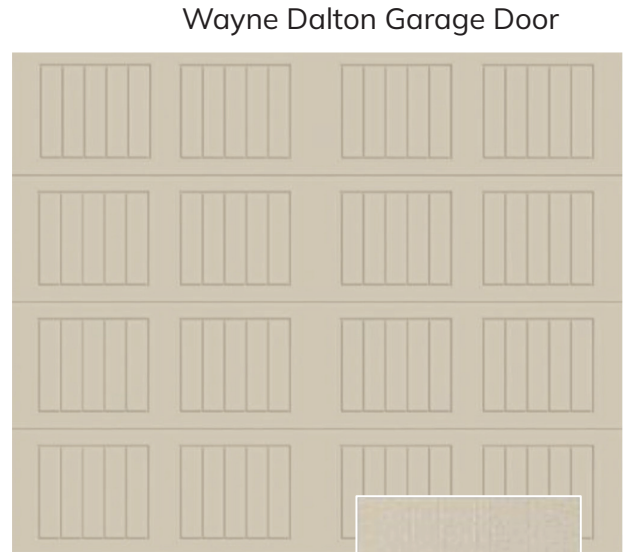
TAN-2 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



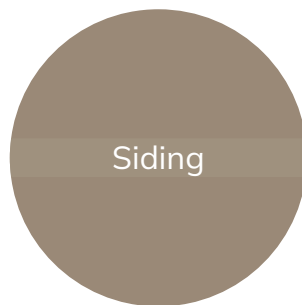
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW7508
Tavern Taupe



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW2809
Rookwood Shutter
Green



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

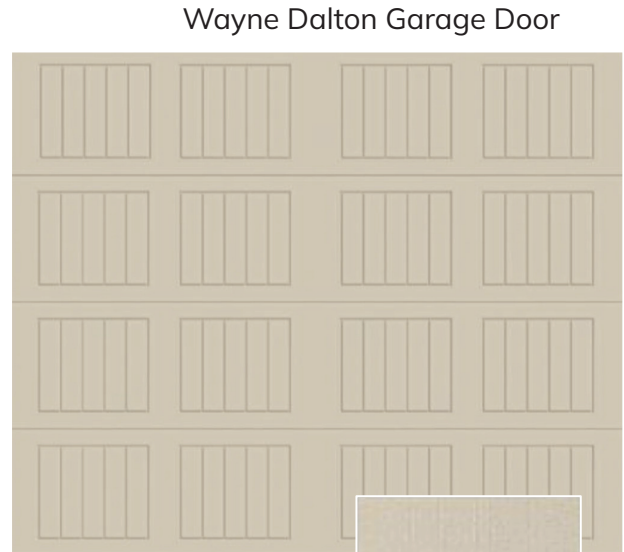
TAN-6 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



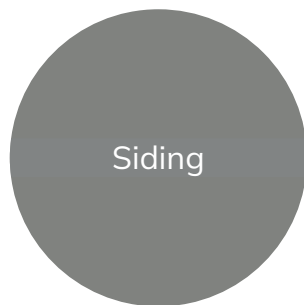
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW7067
Cityscape



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW6237
Dark Night



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

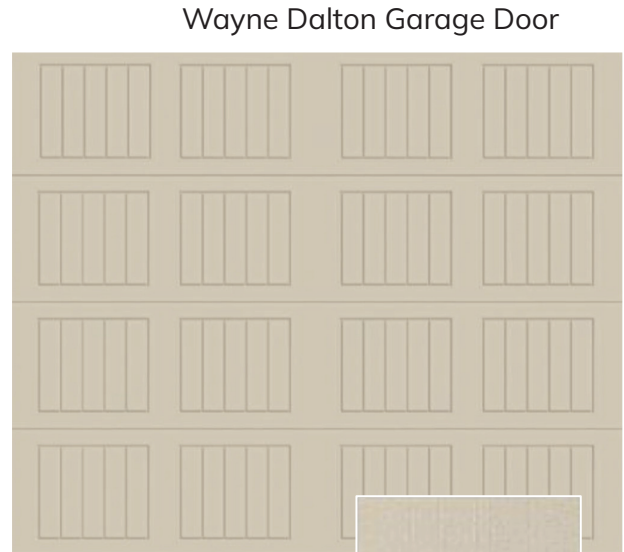
TAN-7 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



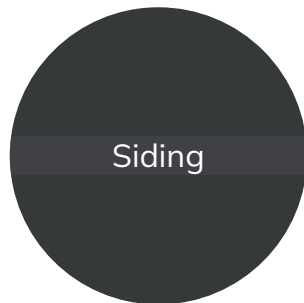
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW6994
Greenblack



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW2801
Rookwood Dark Red



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

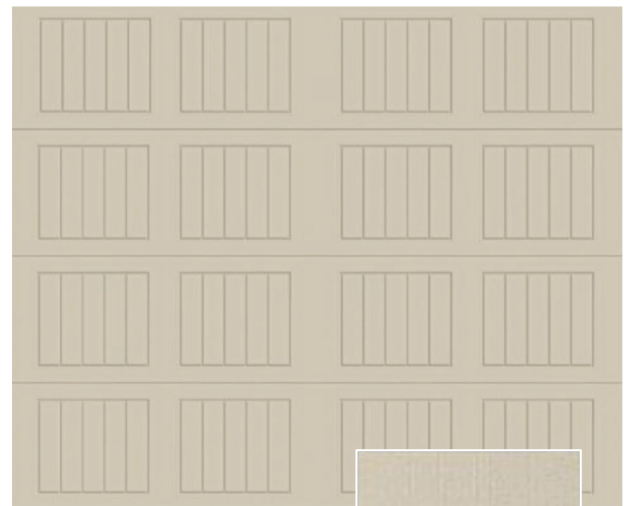
TAN-8 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



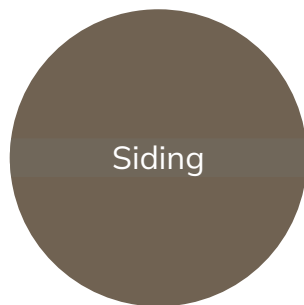
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



**SW7040
Smokehouse**



Exterior Trim
Accents:
Louvers &
Brackets

**SW9173
Shiitake**



Accents:
Shutters &
Front Door

**SW7020
Black Fox**



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

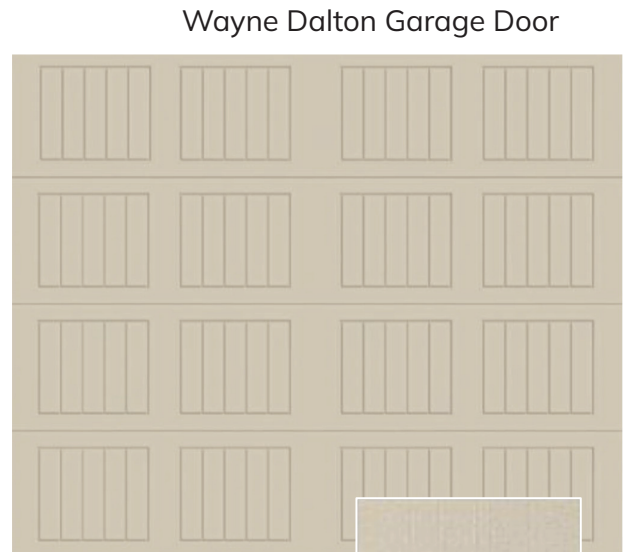
TAN-9 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



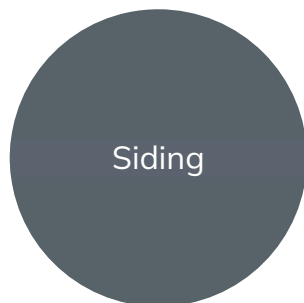
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW6236
Grays Harbor



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW2801
Rookwood Dark Red



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

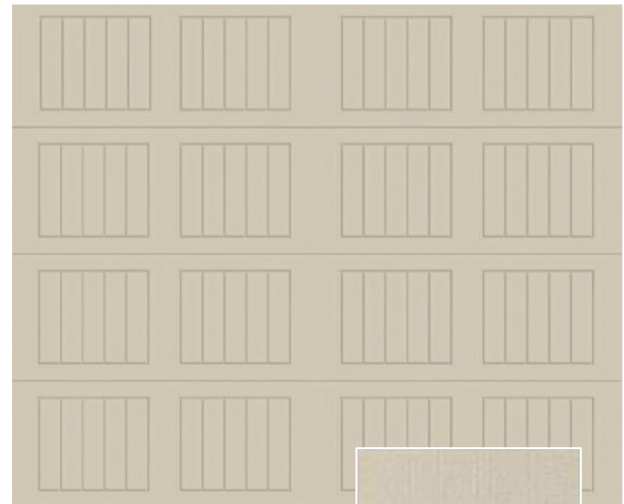
TAN-10 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



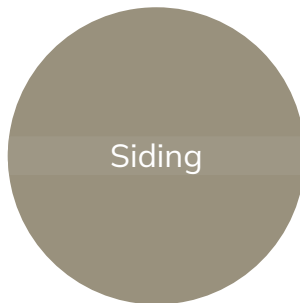
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



Siding

SW7744
Zeus



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW2809
Rookwood Shutter
Green



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**

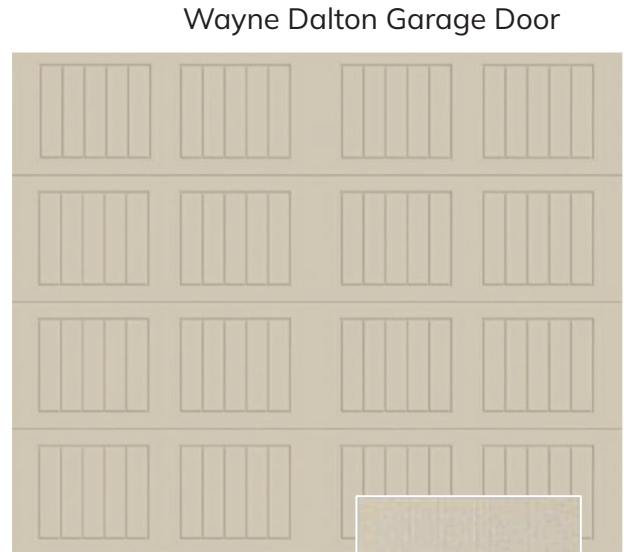
TAN-11 COLOR PALETTE



CertainTeed
Dimensional
Landmark
Driftwood



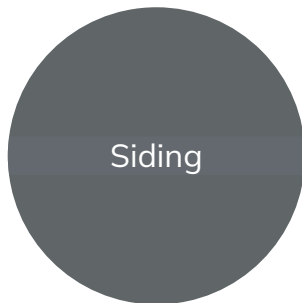
Environmental
Stoneworks
Epcon Blend



Wayne Dalton Garage Door



Desert Tan



SW7019
Gauntlet Gray



Exterior Trim
Accents:
Louvers &
Brackets

SW9173
Shiitake



Accents:
Shutters &
Front Door

SW6237
Dark Night



Gutters, Soffit & Fascia **Tan**



Jeld-Wen Windows **Desert Sand**



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Kind: DECLARATION
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Fee Amt: \$484.00 Page 1 of 59
Workflow# 0000174485-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2018-00032882

BK **1609** PG **1918-1976**

BROSIUS JOHNSON & GRIGGS
(BOX)
1600 DUBLIN RD STE 100
COLUMBUS, OH 43215

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

CERTIFICATE OF AUDITOR

December 4, 2018

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

George Kartsa-cm
Delaware County Auditor

Plot Filed at
OR Vol. 1609 pg. 1917

This instrument prepared by Calvin T. Johnson, Jr. and Emily L. Butler, attorneys at law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215.



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DECLARATION

This is the Declaration of The Courtyards at Muirfield Ridge Condominium made on or as of the 3RD day of December 2018, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. EPCON MUIRFIELD, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being submitted by this Declaration to the provisions of the Condominium Act and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Ohio, incorporating The Courtyards at Muirfield Ridge Condominium Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).

3. "Assessments" means all charges, of whatever nature, levied by the Association against a Unit and its Unit Owners, and includes:

(a) "Operating Assessments;"

(b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

4. "Association" and "The Courtyards at Muirfield Ridge Condominium Association" mean the nonprofit corporation created by the filing of the Articles of Incorporation and is also one and the same as the association created for the Condominium under and pursuant to the provisions of the Condominium Act.

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

6. "Bylaws" means the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached to this Declaration and made a part hereof.

7. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.

8. "Condominium" and "The Courtyards at Muirfield Ridge Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

9. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided for by the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Articles of Incorporation, the Bylaws, the Drawings, this Declaration, and amendments thereto.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means Epcon Muirfield, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor Declarant, as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

15. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

16. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof has accompanied the filing of this Declaration for record and will be filed separately from this Declaration by the appropriate public authorities.

17. "Eligible Mortgagee" and "Eligible Mortgagees" mean the holder or holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

18. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board.

19. "Mortgagee" and "Mortgagees" mean the holder or holders of a valid mortgage or mortgages on a Unit or Units.

20. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that Person is a Unit Owner.

21. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

22. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

23. "Unit Owner" and "Unit Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the property described in this Declaration and/or exhibits hereto as the Condominium Property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

Legal descriptions of the land constituting a part of the Condominium Property, located in Concord Township, Delaware County, Ohio, and consisting of three parts, Part 1 containing 0.570 acres, more or less, Part 2 containing 0.169 acres, more or less, and Part 3 containing 0.289 acres, more or less, are attached to this Declaration and marked "Exhibit A" and made part of this Declaration by this reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Courtyards at Muirfield Ridge Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions set forth in this Declaration, and to raise funds through Assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements or Limited Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in the enclosed portion of a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, or as specifically permitted hereby, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made that is visible to the exterior, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Except as otherwise specifically provided herein, nothing visible to the exterior shall be permitted to be hung, placed, displayed, or maintained on the exterior of a Unit or in or on the Limited Common Elements or be otherwise visible from the outside of a Unit unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by this Declaration or an existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

(c) Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Element (other than Limited Common Elements) shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants. The Common

Elements (including the Limited Common Elements) shall be subject to the provisions of the Condominium Organizational Documents and to such rules and regulations as may from time to time be duly promulgated by the Board.

(d) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(e) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of the Condominium Organizational Documents. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance, or instrument creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Unit Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Unit Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would unlawfully discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(g) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of Condominium Organizational Documents and such rules and regulations as may from time to time be duly promulgated by the Board.

(h) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(i) Reallocations. Except as otherwise provided by the Declaration or Ohio law, boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited

Common Elements reallocated, without the express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for hotel purposes or transient purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No Unit may be rented for any period of less than thirty (30) days and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except as otherwise specifically provided herein, there are no limitations on the number of Units that may be rented or leased or the number of Units that may be owned by any Unit Owner.

(k) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(l) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Unit Owners prior to the time when the same shall become effective.

(m) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property, except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements, Limited Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units shall be permitted, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.

(n) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to

residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(p) Vehicles. Excepting Declarant's construction and sales activities, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-fourths of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. Any vehicles parked in violation hereof or parking rules promulgated by the Board may be towed. The driveway parking spaces may not be used unless the attached garage parking space is already being used for vehicle parking. The use of the attached garage for storage of anything which interferes with the storage of vehicles is prohibited.

Further, the Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(q) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device, ornament, equipment, decoration or improvement shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are six (6) freestanding residential buildings each containing a single Unit, making a total of six (6) Units, initially a part of the Condominium. The residential buildings added hereby are of traditional architectural style, ranch type (although some Units have an optional bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a courtyard patio area with a concrete or paver patio and an exterior parking area immediately in front of the Unit's attached garage. Some Units have a covered, screened or enclosed porch or deck as part of the Unit. Units initially a part of the Condominium do not have basements. Each of the buildings added hereby is of wood frame construction, on a poured concrete foundation, with an exterior of composite wood siding, brick and/or cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are some or all of: wood, glass, concrete, cultured stone, brick, vinyl soffit, aluminum fascia, asphalt shingle, wood composite siding, and drywall. The residential buildings initially a part of the Condominium are located as shown on the Drawings.

Section 2. Other. Also on and a part of the Condominium are portions of private roadways, walkways, driveways, mailbox facilities, storm water facilities, and green and landscaped areas.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called a "Unit", is legally designated by a number, corresponding with Declarant's number for the building in which that Unit is situated, a dash (-), and a number corresponding with the numerical portion of the street address of that Unit. The number constitutes the Unit's "Unit designation." The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B" and made part hereof by this reference. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C" and made part hereof by this reference.

Section 2. Composition of Units.

(a) Composition. Each Unit constitutes a single freehold estate, and includes any and all parts and components of the building, interior and exterior, and includes, without limiting the generality of the foregoing:

(1) the structure of the Unit, including, without limitation, the foundations, framing, roof, siding, gutters, downspouts, and all exterior and interior walls, partitions, floors and ceilings, and including the basement, if any, and attic walls, and all parts and components of each;

(2) all space within the Unit itself, space occupied by exterior and interior walls, partitions, floors, ceilings, roofs and any other improvements, and the walls, partitions, floors, ceilings, and roofs themselves;

(3) all surfaces (interior and exterior) of these structures and each interior and exterior part of the structure, including all materials such as, but not limited to, paint, lacquer, varnish, wall covering, tile, stucco, cultured stone, cultured brick, cementitious materials, shingles, carpet, tile, shingles, drywall, paneling and other finishing material applied to floors, ceilings, interior and perimeter walls and roofs, and also all portions of the floors, ceilings, walls and roofs themselves;

(4) all windows, skylights, if any, sun tunnels, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(5) porches, stoops, decks, balconies, screened porches, enclosed porches, and covered porches, if any, including any portion of the concrete or paver patio pads which are attached to and part of the exterior of the structure and are covered by the porch roof and shown on the Drawings;

(6) all fixtures and appliances installed for the exclusive use of the Unit, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal Units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of the Unit), yard lights (even though located outside the bounds of the Unit), fire pits and water features (even though located outside the bounds of a Unit) and components of the foregoing, if any;

(7) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits, apparatus, and specifically including electric lines, meters, underground wires, and other apparatus, wherever located, which serve only that Unit;

(8) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service the Unit or the fixtures located therein or part thereof;

(9) fireplaces, if any, and all components thereof, including the stacks, vents, dampers and chimneys; and

(10) the attic space or storage space above the Unit, and the crawl space and/or basement below the Unit, if any, to which there is direct and exclusive access from the structure;

excluding therefrom, however, all of the following items, whether or not located within the bounds of the Unit if such items serve another Unit: all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each type of Unit that is or may be part of the Condominium are shown on the attached "Exhibit D" attached hereto and made a part hereof by this reference. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access either over Common Elements or over a permanent access easement located on Additional Property, leading to and from Manley Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of a driveway area in front of the Unit's garage, a service walk, a courtyard area and the improvements in that area, any fencing surrounding the appurtenant courtyard area, and a contiguous patio/yard area (but excluding items that are defined as being part of a Unit and utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Unit Owners and Occupants of the Unit or Units it is designed or designated to serve.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00). The undivided interest of each Unit is determined by dividing the par value of a Unit by the total of the par values of all Units in the Condominium, at any time, and multiplying by 100, and rounding to hundredths of a percent, and further adjusted at hundredths of a percent if necessary so that the undivided interests of all Units equals precisely 100.00%. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

ASSOCIATIONS

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is initially the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the

Bylaws. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents and, without limiting the generality of the foregoing, shall have those powers and authority set forth in Article IV of the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Unit Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 6. Other Associations. There is no requirement that the Association or any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

ARTICLE VIII

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

Epcon StatAg, LLC
500 Stonehenge Parkway
Dublin, OH 43017-7572

In the event this Person for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the Person so registered shall be the Person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Common Elements. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including, but not limited to, the entryway features, the private roadways, the storm water drainage facilities and infrastructure, sidewalks serving more than one Unit, the general landscaping outside of Limited Common Elements, and private utility lines and apparatus serving more than one Unit, if any. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements.

Section 2. Limited Common Elements. Except as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property, the Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing Limited Common Elements or components thereof. Each Unit Owner shall, at that Unit Owner's expense, be responsible for the maintenance, repair and replacement of all improvements a part of the Unit Owner's appurtenant Limited Common Elements, including, but not limited to, the maintenance, repair and replacement of the Unit's enclosed courtyard patio area including, but not limited to, the courtyard fencing, the lawn and landscaping area, and the patio and concrete or paver pad, the driveway and the service walk, and for the watering of lawns and landscaping that are part of the Limited Common Elements, mowing, mulching, and landscaping the Limited Common Elements, and snow removal for the Limited Common Elements.

Section 3. Units. Because of the unique character of the Condominium, in that it contains free-standing individual single-family residential buildings, and thus only a single Unit per residential building, the risk of loss as a result of damage or because of wear and tear to all components of a Unit shall be borne by the Unit Owners of each Unit, and, accordingly, the cost of maintaining, repairing, and replacing of all portions of a Unit as defined in this Declaration or otherwise, including but not limited to the structural components of the Unit and all interior and exterior portions of the building and Unit, and the items identified and defined in Article V as being part of the Unit shall be borne by the Unit Owner or Unit Owners of the Unit, except to the extent

that repairs and maintenance of utility lines and apparatus are to be made by a utility provider pursuant to a service agreement entered into by the Association on behalf of all Unit Owners, and provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Section 4. Other. Except as otherwise provided herein, responsibility for the maintenance, repair, and replacement of the Unit and its appurtenant Limited Common Elements and any improvements located thereon made by the Unit Owner, if any, shall be that of the Unit Owner or Unit Owners of that Unit and the cost thereof shall be that of the Unit Owner or Unit Owners. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board in its sole and unfettered discretion.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered (or sub metered) or separately charged to that Unit by the utility company, the Board or a third party retained by the Board, to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Unit Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance.

(a) Unit. A Unit consists of an entire building and the dwelling a part thereof and all components thereof including the structure itself, (except utility lines, if any, serving any other Unit or Units), and the risk of loss thereof is that of the Unit Owner or Unit Owners. Accordingly, the Association shall have no obligation to maintain insurance on the Unit or on improvements a part of appurtenant Limited Common Elements against loss or damage by fire, lightning, or such other perils as are ordinarily insured against by standard extended coverage endorsements. The Unit Owner or Unit Owners of each Unit SHALL obtain such insurance with respect to their Unit and improvements a part of the Unit's appurtenant Limited Common Elements and the Association SHALL be named as an additional insured, as an additional interested party, or the substantial equivalent. The Unit Owner or Unit Owners of each Unit shall be provided evidence of such coverage to the Board, upon request. The fire and extended coverage insurance obtained and maintained by the Unit Owner or Unit Owners of each Unit shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the structures, fixtures and equipment constituting part of that Unit, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), and shall:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment

under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insureds and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;

(iv) have a deductible amount no greater than five percent of the policy face amount; and

(v) meet such other requirements as may be required by national institutional first mortgage holders, insurers and guarantors.

If any Unit Owner fails to maintain such insurance the Association may obtain the same and assess the cost of such insurance to that Unit Owner and that Unit Owner's Unit as a Special Individual Unit Assessment. Notwithstanding the foregoing, the Unit Owners, if they desire to do so and the same is available, may join together and obtain such insurance, and share the costs thereof in proportion to the relative insurable values of their respective Units and improvements a part of their appurtenant Limited Common Elements.

(b) Common Elements. The Board shall have the authority to and shall obtain such insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements (but not Limited Common Elements), or common property of the Association, to the extent the Association can obtain such blanket coverage, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(iii) be written in the name of the Association;

(iv) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (a) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (b) must be endorsed to provide that any loss shall be paid to the Association;

(v) have a deductible amount no greater than five percent of the policy face amount;

(vi) be paid for by the Association, as a common expense;

(vii) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners; and

(viii) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, Limited Common Elements and public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of the Association because of negligent acts of the Association, the Board, or a Unit Owner or Unit Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit. The Unit Owner or Unit Owners of each Unit shall maintain such liability insurance with respect to their Unit and the Unit's appurtenant Limited Common Elements as they may determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit or a Unit's Limited Common Elements.

Section 3. Fidelity Coverage. The Board shall obtain or cause to be obtained and thereafter maintain, at the Association's cost and as a common expense, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then current amount of three months Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage no less than that required of the Association, which bond or policy names the Association as an additional obligee, or obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Flood Insurance. In the event that any part of the improvements on the Condominium Property are located in a "Special Flood Hazard Area" which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map, the Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) one hundred percent (100%) of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) \$5,000 or (b) one percent (1%) of the policy's face amount.

Section 6. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, directors' and officers' liability insurance, cybersecurity insurance, and such other insurance as the Board may determine.

Section 7. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Community, runs with the land, and is coupled with an interest.

Section 8. Unit Owners' Other Insurance. Any Unit Owner or Occupant may carry such other insurance in addition to that provided by the Association or required to be carried by the Unit Owner with respect to a Unit or appurtenant Limited Common Elements pursuant to the provisions of the Condominium Organizational Documents as that Unit Owner or Occupant may determine, provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements (but not the Limited Common Elements) or any portion thereof shall suffer damage or destruction from any cause or peril insured against by a policy or policies obtained by the Association and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, such repair, restoration or reconstruction shall be undertaken by the Association and the net insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 10. Insufficient Insurance. In the event the improvements forming a part of the Common Elements (but not the Limited Common Elements), or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against in a policy or policies obtained by the Association, or, if insured against, the net insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of other Assessments.

Section 11. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times, if so determined by the Board, maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

Section 1. Substantial Unit Damage or Destruction.

(a) **Restoration.** In the event of substantial damage to or destruction of a Unit or the Unit's Limited Common Elements, the Unit Owner or Unit Owners of the Unit shall promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association. The restoration or replacement of the Unit and/or Limited Common Elements shall be completed within eighteen (18) months following the substantial damage to, or destruction of, the Unit or Limited Common Element. The Unit Owner or Unit Owners of the Unit shall at all times continue to be responsible for the payment of Assessments. In any event, within ninety (90) days of such substantial damage to or destruction of a Unit or Limited Common Elements, the Unit Owner shall take such actions as are necessary to restore the Unit and/or Limited Common Elements so as not to be a nuisance, hazard or to detract from the value of the Condominium; provided that if a Unit Owner fails to take such actions within ninety (90) days of such substantial damage to, or destruction of a Unit, the Association may perform the same and the cost thereof shall be assessed as a Special Individual Unit Assessment against the Unit.

(b) **Non-Restored Unit.** In the event that a Unit is not able to be restored or replaced to a condition comparable to that which existed prior to the substantial damage or destruction, the Unit Owner or Unit Owners of that Unit shall at their sole cost and expense forthwith cause the remnants of the damaged or destroyed Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost thereof shall be a charge upon the Unit Owner or Unit Owners of such Unit and that Unit. Upon the determination of the Unit Owner or Unit Owners of a Unit not to restore or replace the Unit after substantial damage or destruction and with the consent of the holder of the first mortgage lien on the Unit and the other provisions of this Declaration and applicable law, the Unit Owner or Unit Owners of the Unit substantially damaged or destroyed shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements, or any part thereof (but not the Limited Common Elements), the Association shall restore or replace the same, and the cost thereof shall be a common expense, unless Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Common Elements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Common Elements, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear.

Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking of Common Elements under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by the Association, or any other Unit Owner, or the direct loss with respect to the Common Elements, or with regard to the usability thereof, nor diminishes any award for any such loss. In any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of a Unit, the Unit Owner or Unit Owners of that Unit shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceeding involving Common Elements, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. In the case of awards or proceeds properly allocable to the taking of Common Elements, if the award or proceeds are insufficient to restore or replace the damaged or taken improvements or other Common Elements, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. In the case of awards or proceeds properly allocable to the taking of a Unit, or any part thereof, if the award or proceeds are insufficient to restore or replace the damaged or taken Unit, the Unit Owner or Unit Owners of the Unit so taken or damaged shall pay the deficiency, subject to the provisions of Section 4 of this Article.

Section 4. Non-Restored Unit. In the event that a Unit is not able to be restored or replaced to a condition comparable to that which existed prior to such taking, the Unit Owner or Unit Owners of that Unit shall at their sole cost and expense forthwith cause the remnants of the Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, and the Unit Owner or Unit Owners of that Unit shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to

represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement involving the Common Elements, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings involving Common Elements. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Unit Owner's Unit.

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

- (a) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;
- (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;
- (c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

In addition, non-exclusive perpetual and permanent easements are hereby reserved to Declarant, its successors and assigns, and also granted to the future owners and occupants of all or any portion of the property identified as Additional Property herein (irrespective of whether that property is ever made part of the Condominium or continues to be identified or classified as Additional Property), and their respective heirs, successors and assigns, for Declarant's benefit, the benefit of Declarant's successors and assigns, and for the benefit of future owners and occupants of the area into which the Condominium may be expanded as hereinafter described (the "Additional Property"), for pedestrian and vehicular access in, on, over and upon roadways and walkways now or hereafter within the Condominium Property for ingress and egress to and from all or any portion of the Additional Property and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement in, over, under, upon, and across the Common Elements to reach, and the right to extend and tie into, utility lines and improvements in the Common Elements, as permitted by public authority and the utility company involved, and to extend such utility lines and improvements into and/or upon the Additional Property to service the same. These easements and rights shall continue in effect

whether or not all of the Additional Property, or any part thereof, is added to the Condominium or not or continues to be identified or classified as Additional Property.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Unit Owners and Occupants.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

In addition, each Unit Owner and that Unit Owner's agents, contractors and designees shall have a right of entry and access to, over, upon and through the Limited Common Element courtyard/patio/yard areas appurtenant to another Unit that are contiguous to that Unit Owner's Unit, for the sole purpose of enabling the Unit Owner to perform obligations, rights, and duties pursuant hereto with regard to maintenance, repair, and restoration of the Unit Owner's Unit or its appurtenant Limited Common Elements. In the event of an emergency, the Unit Owner's right of entry to adjacent Limited Common Elements may be exercised without notice; otherwise, the Unit Owner shall give the Owners or Occupants of the adjacent Unit no less than twenty-four (24) hours advance notice prior to entering the adjacent Unit Owner's Limited Common Elements and may only do so at reasonable times and under reasonable circumstances. The Unit Owner of a Unit whose Limited Common Elements are contiguous shall not do anything within the Limited Common Elements that is likely to damage or otherwise harm the exterior surfaces of an adjacent Unit or do anything so as to unreasonably impede the ability of the owner of the adjacent Unit to repair, maintain or replace the exterior of that adjacent owner's Unit. Subject to the foregoing, a Unit Owner requiring access to the Limited Common Elements appurtenant to another Unit shall promptly restore any disturbed areas as nearly as possible to the condition prior to the occurrence of the damage.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. Conservation Easement. Portions of the Condominium Property are subject to a perpetual easement granted to the Delaware Soil and Water Conservation District for the purposes of preserving a portion of Condominium Property in its natural state. Said easement is of record Official Record Book 1493, Pages 2195 through 2213, both inclusive, of the Office of the Recorder, Delaware County, Ohio.

Section 10. Access Easement. A non-exclusive permanent and perpetual easement over and upon roadways and sidewalks located on the Additional Property is hereby reserved to each Unit Owner and each Occupant of a Unit, and their respective invitees and licensees, for ingress and egress to and from the Condominium Property and Manley Road, a public street.

Section 11. Easements Located on Adjacent Property.

(a) Path Easement. The Condominium Property is benefitted by an existing perpetual and non-exclusive easement over adjacent property (that is not part of the Condominium) providing pedestrian ingress, egress, and access to and from Tartan Fields Drive and the Condominium. As required by zoning and pursuant to the provisions of the recorded easement, of record in Official Record Book 1546, Pages 2822-2833, both inclusive, the Association shall be responsible for maintaining such easement area (including the path located therein).

(b) Emergency Access Easement. As required by zoning, the Condominium Property is benefitted by an existing perpetual and non-exclusive easement over adjacent property (that is not part of the Condominium) for the limited purpose of providing emergency ingress, egress, and access to and from Tartan fields Drive and the Condominium. Pursuant to the provisions of the recorded easement, of record in Official Record Book 1546, Pages 2834-2843, both inclusive, the Association shall be responsible for maintaining such easement area and the improvements therein, including keeping the 'Emergency Access Driveway' free and clear of debris, trash, litter, and snow.

Section 12. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Unit Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;

b. that period's estimated cost of the maintenance, repair and other services to be provided by the Association for the off-site easements described in Article XIV;

c. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

d. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

e. the estimated amount desired to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated Assessments on all Units;

f. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

g. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the Operating Assessment for each separate Unit. For administrative convenience, any such Assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the Operating Assessment for a Unit shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in

individual contracts for the sale of a Unit or Units or, if not, from the Association).

(v) If Operating Assessments collected in the Association's fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners, and each Unit Owner by virtue of acceptance of a deed to a Unit consents to the same and grants to the Board an irrevocable power of attorney and proxy to approve and authorize the retention of any excess as reserves or reductions in Assessments.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of Eligible Mortgagees hereinafter provided.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and their owners in proportion to the respective undivided interests of the Units in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Unit Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of the Condominium Organizational Documents or the rules of the Association to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Unit Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Unit Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner or those Unit Owners.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the

entire unpaid balance of the Assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such Assessment is made.

(d) Payments made by a Unit Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof.

(e) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the Delaware County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

(f) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(g) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit may bring an action in the Court of Common Pleas of Delaware County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Unit and its Unit Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(h) Each such Assessment together with collection costs (including attorney fees), shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit Owner's or Unit Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(i) The Association, as authorized by the Board, may file a lien or liens to secure payment of Assessments and/or collection costs (including attorney fees), bring or join in an action at law against the Unit Owner or Unit Owners personally obligated to pay the same, and/or an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Unit Owner or Unit Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any action, interest and all costs of such action (including attorney fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(j) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(k) No Unit Owner or Unit Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Unit Owner's or those Unit Owners' Unit.

(l) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its owners during the foreclosure action.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the Assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE XVI

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this Article XVI.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article XVI, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Unit Owners, the Association, the Board or any Mortgagee.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. The foregoing notwithstanding, Declarant, with the consent of Unit Owners exercising not less than a majority of the voting power of Unit Owners other than Declarant, may extend Declarant's option to expand the Condominium Property for an additional

seven years, if Declarant exercises the right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. A legal description or descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E" and made a part hereof by this reference.

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article XVI and provided, further, that all improvements a part of the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is fifty-five (55), permitting the Condominium to be expanded to include a maximum total of sixty-one (61) Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and reasonably compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of Units in a building, types or mix of types of Units in a building, changes in number of garage parking spaces, construction of Units with or without basements (whether walk-out or not), construction of Units with or without covered, screened or enclosed porches, verandas, or elevated decks, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, changes in elevations, or changes in size.

Section 11. Improvements Other than Structures Containing Units. If all or a portion of the Additional Property is added to the Condominium Property, private drives, parking areas, sidewalks, landscaped areas, storm water drainage facilities, other non-structural improvements similar to those then on the Condominium Property, a sanitary pump station house, and other improvements (to the extent such improvements are not to be owned and maintained by the applicable utility or governmental entity), parkettes, an outdoor swimming pool and a clubhouse built of similar architectural style and similar materials as the residential buildings may be constructed on that Additional Property, and no other non-structural improvements. If built and added to the Condominium, the clubhouse will contain approximately 2,739 square feet and include a community room, exercise room, kitchen, mechanical room, storage room, restrooms, office, gallery and a screened porch. There is no requirement that such improvements must be made and there are no restrictions on limitations on the improvements that may be made.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as described on Exhibit D attached hereto or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types notwithstanding changes in interior layout, changes in design or finish detail, changes in size, the inclusion of basements (whether walk-out or not), and/or the addition/substitution of covered, screened or enclosed porches, verandas or elevated decks.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such or as otherwise described herein. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. The approval of Unit Owners, the Association, Mortgagee or any Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any part of the Additional Property pursuant to the provisions of this Article XVI and the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Delaware County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added; (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties; and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Unit Owner or Unit Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Unit Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit Designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) any of the provisions governing voting rights; (ii) any of the provisions governing increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), the basis of Assessments, Assessment liens, or priority of such liens; (iii) any of the provisions governing reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) any of the provisions governing responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements) except in the case of expansion of the Condominium, or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) any of the provisions governing the method of expansion or the method of contraction of the Condominium or the method of addition, annexation or withdrawal of property to or from the Condominium; (ix) any of the provisions governing hazard, fidelity or other insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Unit Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; (xv) any provisions expressly benefiting mortgage holders, insurers, or guarantors; (xvi) any provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units; (xvii) any provisions governing the rights of any specific class of members; (xviii) any provisions governing dissolution of the Association except pursuant to consolidation or merger; (xix) any provision governing the conveyance of any or all Common Elements; or (xx) any other amendment to the Condominium Organizational Documents. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, for clarification only or for purposes of expanding the Condominium pursuant to the other provisions contained herein.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi)

would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article XVII.

(c) (i) any condemnation, eminent domain proceeding or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (iv) any proposed amendment or change for which a required percentage of Eligible Mortgagees must consent pursuant to the provisions of this Declaration; (v) any proposed termination of the Condominium as a condominium regime (which notice must be given at least thirty (30) days before any action is taken); (vi) any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents; (vii) any decision by the Association to renew or rehabilitate the Condominium Property; (viii) times and places of Unit Owners' meetings; and (ix) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such Eligible Mortgagee. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article XVII, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Notices to Mortgagees. Each Mortgagee and guarantor of a mortgage on a Unit shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees (without limiting the generality of the following, no addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material or adverse if it is for the purpose of correcting technical errors, for clarification only, for the expansion of the Condominium as provided for in the Condominium Organizational Documents or for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters);

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed to the Association by a Unit Owner of a Unit on which it holds a mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Mortgagees, as provided in this Declaration; and

(e) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

Section 4. First Mortgagee Rights Confirmed. No provision of the Condominium Organizational Documents gives a Unit Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except in the case of expansion of the Condominium as provided in the Condominium Organizational Documents or as otherwise specifically provided in this Declaration or Ohio law, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees representing Units exercising not less than a majority of the voting power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. The foregoing notwithstanding:

(a) except as otherwise provided in the Condominium Organizational Documents in the case of the expansion of the Condominium, the written consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, in addition to the consent of Eligible Mortgagees to which at least seventy-five percent (75%) of the voting power of Units subject to mortgages held by Eligible Mortgagees appertain, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit or the convertibility of Units into Common Elements or vice versa;

(ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the constructions of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(iv) the number of votes in the Association appertaining to any Unit;

(v) the fundamental purposes to which any Unit or the Common Elements are restricted; or

(vi) the provisions and requirements of this Article XVIII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) except as otherwise provided herein, the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Unit Owners other than Declarant who hold a majority of the voting power of Unit Owners other than Declarant, and the consent of Mortgagees on Units whose owners are entitled to exercise seventy-five percent (75%) or more of the voting power of the owners of Units subject to mortgages held by Mortgagees shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit or has the right to expand the Condominium, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, Mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of

Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except amendments expanding or aiding in the expansion of the Condominium as provided for in the Condominium Organizational Documents) must be approved by the Secretary of the Department of Veterans Affairs;

(ii) to the Board, without a vote of Unit Owners or the approval of Mortgagees, to amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to bring the Declaration into compliance with requirements of the Condominium Act;

c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State;

but for no other purpose; and

(d) in addition to the consent of Unit Owners set forth above, any addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees must also be agreed to by Mortgagees on Units whose owners are entitled to exercise fifty-one percent (51%) or more of the voting power of owners of Units that are subject to mortgages; provided that the expansion of the Condominium as provided in the Condominium Organizational Documents shall not be considered to be material adverse to Mortgagees and provided further that any amendment provided for under sub-item (c) above shall not be considered to be material adverse to Mortgagees.

An Eligible Mortgagee or Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees and/or Mortgagees hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Delaware County Auditor and Recorder.

Section 3. Approval of Veteran's Administration During Declarant Control of Association. If the Condominium has been approved by the Department of Veteran's Affairs, any amendment (other than amendments expanding or aiding in the expansion of the Condominium as provided for in this Declaration) during the period that Declarant is in control of the Association must be approved by the Secretary of the Department of Veterans Affairs.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5. Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or the failure to construct improvements in a workmanlike manner shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements. In addition, all warranties received by the Declarant with regard to the Common Elements added by any expansion shall automatically be assigned to the Association upon the recording of an amendment to the Declaration expanding the Condominium to include those Common Elements.


Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the

provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 7. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 3rd day of December 2018.

EPCON MUIRFIELD, LLC,
an Ohio limited liability company

By 
Joel D. Rhoades, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON MUIRFIELD, LLC, an Ohio limited liability company, on behalf of said liability company, this 3rd day of December 2018.



TERESA D. GRUBBS

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
July 7, 2021


Notary Public

EXHIBIT "A"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
0.570 Acres
Part 1

-1-

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being 0.565 acres out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419, and 0.005 acres out of that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532 Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

Beginning for reference at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence North 54°09'22" West with said centerline a distance of 438.50 feet to a magnail found at an angle point in said centerline;

Thence North 54°23'14" West continuing with said centerline a distance of 362.75 feet to a point;

Thence North 35°36'46" East a distance of 60.83 feet to a point at the **True Point of Beginning** in the northerly Right-of-way line of Manley Road;

Thence North 54°23'14" West with said northerly right-of-way line a distance of 22.51 feet to a point on a curve;

Thence across said original 9.648 acre tract and said original 10.720 acre tract the following courses:

With a curve to the left having a central angle of 5°36'27", a radius of 43.10 feet, an arc length of 4.22 feet, a chord bearing and distance of North 39°00'46" East 4.22 feet to a point of tangency;

North 35°36'46" East a distance of 187.18 feet to a point;

North 54°23'14" West a distance of 114.89 feet to a point;

North 35°36'46" East a distance of 57.47 feet to a point;

South 54°23'14" East a distance of 360.05 feet to a point on a curve;

With a curve to the right having a central angle of 8°51'57", a radius of 239.00 feet, an arc length of 36.98 feet, a chord bearing and distance of South 31°10'48" West 36.95 feet to a point at a point of tangency;

South 35°36'46" West a distance of 17.22 feet to a point;

North 54°23'14" West a distance of 117.92 feet to a point;

South 35°36'46" West 5.41 feet to a point;

North 54°23'14" West 108.09 feet to a point;

South 35°36'46" West a distance of 184.87 feet to a point of curvature;



EXHIBIT "A"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
0.570 Acres
Part 1

-2-

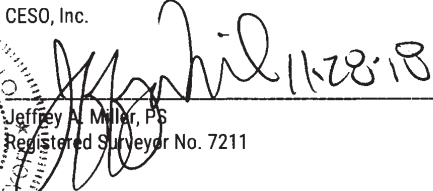
With a curve to the left having a central angle of 6°34'54", a radius of 39.41 feet, an arc length of 4.53 feet, a chord bearing and distance of South 32°19'47" West, a distance of 4.52 feet to the **True Point of Beginning** and containing **0.570** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO, Inc.


 Jeffrey A. Miller, P.S.
 Registered Surveyor No. 7211




EXHIBIT "A"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
0.169 Acres
Part 2

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office Delaware County Ohio, and described as follows:

Beginning for reference at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 364.87 feet to a point;

Thence, North 35°50'38" East a distance of 144.48 feet to the **True Point of Beginning** for this description;

Thence, across said original 9.648 acre tract the following courses:

North 54°23'14" West a distance of 120.30 feet to a point on a curve;

With a curve to the left having a central angle of 85°51'04", a radius of 45.50 feet, an arc length of 68.18 feet, a chord bearing and distance of North 10°38'35" West 61.98 feet to point of reverse curvature;

With a curve to the right having a central angle of 52°18'58", a radius of 24.50 feet, an arc length of 22.37 feet, a chord bearing and distance of North 27°24'38" West 21.60 feet to point;

South 54°22'50" East a distance of 184.32 feet to a point;

South 35°36'46" West a distance of 52.63 feet to a point at the **True Point of Beginning** and containing **0.169** acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".



CESO, Inc.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211



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Ridge Condo Docs\04-SURVEY\Documents\755780 Muirfield Ridge 0.169 Acres Legal Desc..docx

EXHIBIT "A"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
0.289 Acres
Part 3

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office Delaware County Ohio, and described as follows:

Beginning for reference at a magnail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 438.50 feet to a magnail found at an angle point in said centerline;

Thence, North 54°23'14" West continuing with said centerline a distance of 116.93 feet to a point;

Thence, North 35°36'46" East a distance of 304.56 feet to a point on a curve, at the **True Point of Beginning** for this description;

Thence, across said original 9.648 acre tract the following courses:

With a curve to the left having a central angle of 19°46'40", a radius of 261.00 feet, an arc length of 90.09 feet, a chord bearing and distance of North 18°44'47" East 89.65 feet to a point;

South 87°10'57" East a distance of 106.95 feet to a point;

South 13°36'29" West a distance of 74.60 feet to a point;

South 23°55'24" West a distance of 76.13 feet to a point;

North 54°23'14" West a distance of 107.27 feet to the **True Point of Beginning** and containing **0.289** acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".



CESO, Inc.

Jeffrey A. Miller 11-28-18
Jeffrey A. Miller, RS
Registered Surveyor No. 7211

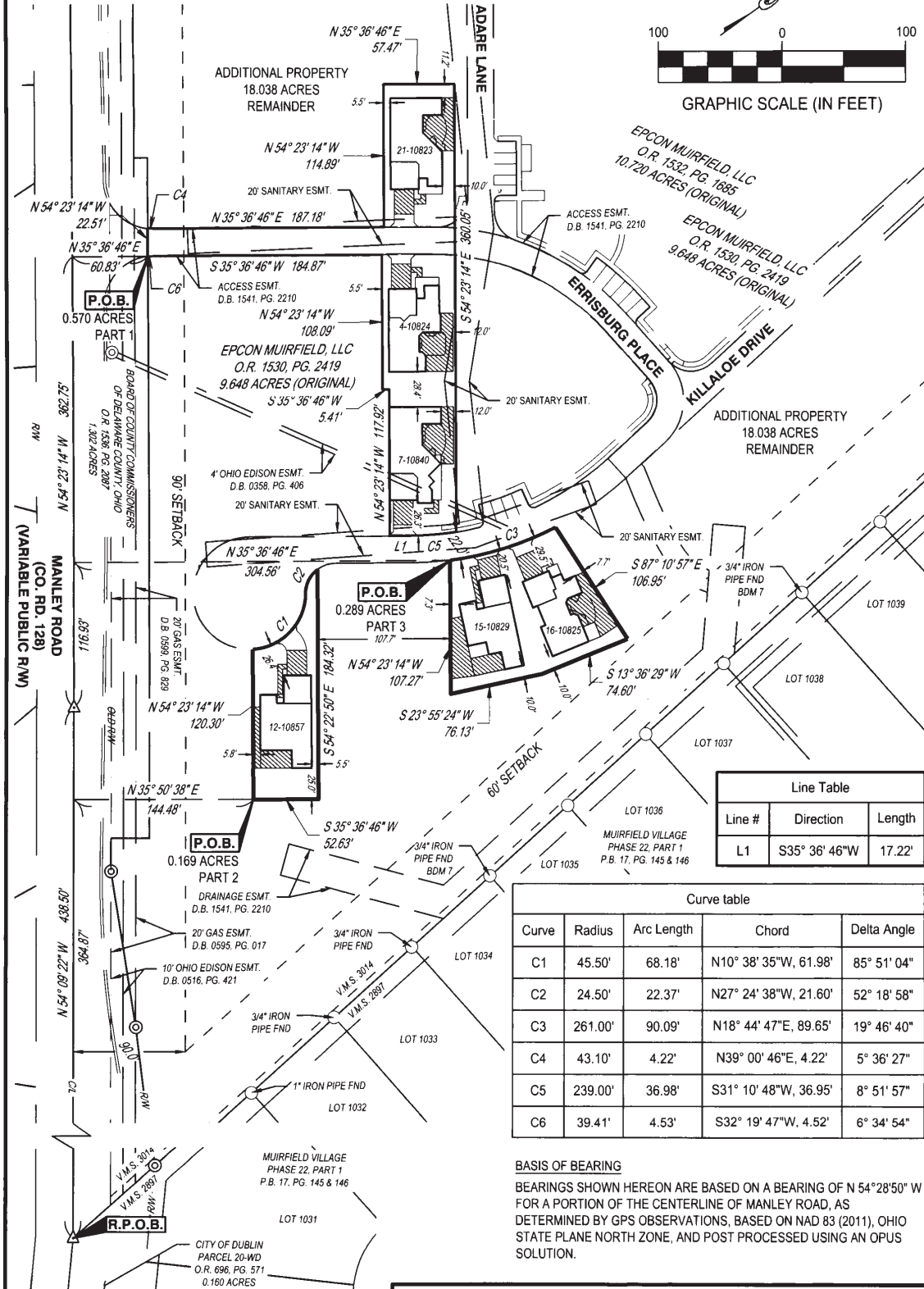
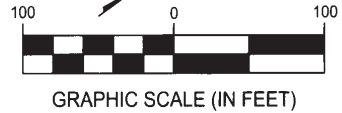


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Ridge Condo Docs\04-SURVEY\Documents\755780 Muirfield Ridge 0.289 Acres Legal Desc..docx

EXHIBIT B

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF CONCORD,
VIRGINIA MILITARY SURVEY NO 3014



Line Table		
Line #	Direction	Length
L1	S35° 36' 46"W	17.22'

Curve table				
Curve	Radius	Arc Length	Chord	Delta Angle
C1	45.50'	68.18'	N10° 38' 35"W, 61.98'	85° 51' 04"
C2	24.50'	22.37'	N27° 24' 38"W, 21.60'	52° 18' 58"
C3	261.00'	90.09'	N18° 44' 47"E, 89.65'	19° 46' 40"
C4	43.10'	4.22'	N39° 00' 46"E, 4.22'	5° 36' 27"
C5	239.00'	36.98'	S31° 10' 48"W, 36.95'	8° 51' 57"
C6	39.41'	4.53'	S32° 19' 47"W, 4.52'	6° 34' 54"

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 54°28'50" W FOR A PORTION OF THE CENTERLINE OF MANLEY ROAD, AS DETERMINED BY GPS OBSERVATIONS, BASED ON NAD 83 (2011), OHIO STATE PLANE NORTH ZONE, AND POST PROCESSED USING AN OPUS SOLUTION.

LEGEND

- LIMITED COMMON ELEMENT
- UNIT DESIGNATION
- 5/8" REBAR W/ CEC CAP (UNLESS OTHERWISE NOTED)
- SET 5/8"x30" REBER WITH YELLOW I.D. CAP STAMPED "CESO"
- MAG NAIL FND
- IRON PIPE FND

SKETCH PLOT PLAN, CONDOMINIUM PROPERTY

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

TOWNSHIP OF CONCORD

DELAWARE COUNTY, OHIO

SCALE: 1"=100'

DATE: NOVEMBER 2018

DESIGN: N/A

DRAWN: ALB

CHECKED: JAM

JOB NO.: 755780

SHEET NO.:

B



EXHIBIT C

DECLARATION OF CONDOMINIUM
THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

Unit Information

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
4-10824	10824 Errisberg Place	PO ⁽²⁾	1.00	16.66%
7-10840	10840 Killaloe Drive	PE ⁽²⁾	1.00	16.67%
12-10857	10857 Killaloe Drive	SL ⁽²⁾	1.00	16.67%
15-10829	10829 Killaloe Drive	SL ⁽²⁾	1.00	16.67%
16-10825	10825 Killaloe Drive	PZ	1.00	16.66%
21-10823	10823 Errisberg Place	PE ⁽²⁾	1.00	16.67%
TOTAL				<u>100.00%</u>

⁽¹⁾ Unit with a basement.

⁽²⁾ Unit with a bonus suite.

EXHIBIT D

**DECLARATION OF CONDOMINIUM
THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM**

Unit Types and Par Values

I. Type

- PZ (Palazzo). Contains a kitchen, living room, dining room, two baths, two bedrooms, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, 4-seasons room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- PO (Portico). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, 4-seasons room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- PE (Promenade). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, 4-seasons room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room.
- SL (Salerno). Contains a kitchen, living room, dining room, two baths, two bedrooms, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, finished veranda, basement, some of which may be a walk-out basement accompanied by an elevated deck, a screened or enclosed porch located off the living room, and/or a screened or enclosed porch or sitting room located off the master bedroom.
- TO (Torino). Contains a kitchen, living room, dining room, two baths, two bedrooms, finished veranda, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, screened or enclosed porch located off the living room, basement, some of which may be a walk-out basement accompanied by an elevated deck, and/or a screened or enclosed porch or sitting room located off the master bedroom.
- VA (Verona). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain any or all of: an optional second floor bonus suite, finished veranda, basement, some of which may be a walk-out basement accompanied by an elevated deck, screened or enclosed porch located off the living room, and/or a screened or enclosed porch or sitting room located off the master bedroom.

EXHIBIT D (Continued)

DECLARATION OF CONDOMINIUM
THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

Unit Types and Par Values (Continued)

II. Unit Sizes and Par Values

<u>Type</u>	<u>Approximate Gross Interior Square Feet ⁽¹⁾</u>	<u>Par Value</u>
PZ	1,519 – 3,543	1.00
PO	1,776 – 3,750	1.00
PE	1,995 – 4,419	1.00
SL	1,643 – 2,555	1.00
TO	1,888 – 2,735	1.00
VA	2,114 – 3,297	1.00

- (1) Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in any basement, whether finished or unfinished. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes. Screened and enclosed porches and garages are part of the Unit, however, that square footage is not included in the square footage identified above.
- (2) Each Unit includes or will include a garage containing approximately 450-550 square feet.

EXHIBIT "E"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
18.038 Acres Additional Property
(1)

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 and that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532, Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a magnail found in the common line of Virginia Military Survey 3014 and 2897, and being the southeast corner of 1.302 acre tract as conveyed to the Board of County Commissioners of Delaware County Ohio and being in the centerline of Manley Road (County Road 128);

Thence, North 06°08'54" West along the easterly line of said 1.302 acre tract a distance of 88.26 feet to a found 5/8" rebar with a cap inscribed "CEC INC" at the **True Point of Beginning** for this description;

Thence, along the northerly line of said 1.302 acre tract and being the northerly Right of Way Line of said Manley Road (County Road 128) the following courses:

North 61°23'12" West a distance of 123.25 feet to a found 5/8" rebar with a cap inscribed "CEC INC";

North 63°14'02" West a distance of 127.29 feet to a found 5/8" rebar with a cap inscribed "CEC INC";

North 54°09'22" West a distance of 26.74 feet to a point;

North 35°50'38" East a distance of 30.83 feet to a point;

North 54°09'22" West a distance of 105.00 feet to a point;

North 54°23'14" West a distance of 442.11 feet to a point;

South 35°36'46" West a distance of 10.83 feet to a point;

North 54°23'14" West a distance of 160.70 feet to a point on the common line of said 9.648 acre and 10.720 acre tracts;

Thence, South 59°51'50" West along said common line a distance of 54.84 feet to a found mag nail in the centerline of said Manley Road (County Road 128);

Thence, North 54°28'50" West along said centerline a distance of 597.97 feet to a point;

Thence, North 59°52'53" East along an easterly line of said original 10.720 acre tract a distance of 65.86 feet to a point;

Thence, South 54°28'50" East along the southerly line of a 2.033 acre tract as conveyed to Epcon Muirfield, LLC in Official Record 1547, Page 2684 a distance of 241.34 feet to a point on a curve;

Thence, along the common line of said 2.033 acre tract and said original 10.720 acre tract the following courses:

With a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing and distance of North 9°28'50" West a distance of 35.36 feet to a point;

North 35°31'10" East a distance of 30.00 feet to a point;

North 40°35'48" East a distance of 121.90 feet to a point;

North 54°56'59" East a distance of 263.01 feet to a point;

North 44°16'55" East a distance of 320.27 feet to a point on the southerly line of a 1.145 acre tract as conveyed to CF Arcis VIII LLC in Official Record 1263 Page 573;

Thence, North 83°24'30" East along said southerly line a distance of 414.80 feet to a point being the northeasterly corner of said original 10.720 acre tract, the southeasterly corner of said 1.145 acre tract and the northwesterly corner of lot 1078 of a plat entitled Muirfield Village Phase 22 Part 2 of record in Plat Book 18 Page 107;



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EXHIBIT "E"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
18.038 Acres Additional Property
(2)

Thence, South 6°08'54" East along the southwesterly line of said Muirfield Village Phase 22 Part 2 and the southwesterly line of a plat entitled Muirfield Village Phase 22 Part 1, passing a found 3/4" iron pipe at a distance of 182.43 feet, passing a found 3/4" iron pipe at a distance of 302.19 feet, passing a found 3/4" iron pin at a distance of 387.13 feet, passing a found 3/4" iron pipe at a distance of 389.41 feet, passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 486.50 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 571.58 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 656.43 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 741.50 feet; passing a found 3/4" rebar bent northwest at a distance of 826.52 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 911.57 feet; passing a found 3/4" rebar with a cap inscribed "BDM 7" at a distance of 996.60 feet, passing a found 3/4" iron pipe bent southwest at a distance of 1082.04 feet, passing a found 3/4" iron pipe at a distance of 1166.78 feet, passing a found 1" iron pipe at a distance of 1256.79 feet, a total distance of 1361.04 feet to the **True Point of Beginning** and containing **19.066** acres of land, more or less.

Less and except the following tracts of land:

Part 1

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being 0.565 acres out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419, and 0.005 acres out of that original 10.720 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1532 Page 1685, all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence North 54°09'22" West with said centerline a distance of 438.50 feet to a mag nail found at an angle point in said centerline;

Thence North 54°23'14" West continuing with said centerline a distance of 362.75 feet to a point;

Thence North 35°36'46" East a distance of 60.83 feet to a point at the **True Point of Beginning** in the northerly Right-of-way line of Manley Road;

Thence North 54°23'14" West with said northerly right-of-way line a distance of 22.51 feet to a point on a curve;

Thence across said original 9.648 acre tract and said original 10.720 acre tract the following courses:

With a curve to the left having a central angle of 5°36'27", a radius of 43.10 feet, an arc length of 4.22 feet, a chord bearing and distance of North 39°00'46" East 4.22 feet to a point of tangency;

North 35°36'46" East a distance of 187.18 feet to a point;

North 54°23'14" West a distance of 114.89 feet to a point;

North 35°36'46" East a distance of 57.47 feet to a point;

South 54°23'14" East a distance of 360.05 feet to a point on a curve;

With a curve to the right having a central angle of 8°51'57", a radius of 239.00 feet, an arc length of 36.98 feet, a chord bearing and distance of South 31°10'48" West 36.95 feet to a point at a point of tangency;



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 Ridge Condo Docs\04-SURVEY\Documents\DECLARATION\755780-REMAINDER.docx

EXHIBIT "E"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
18.038 Acres Additional Property
(3)

South 35°36'46" West a distance of 17.22 feet to a point;

North 54°23'14" West a distance of 117.92 feet to a point;

South 35°36'46" West 5.41 feet to a point;

North 54°23'14" West 108.09 feet to a point;

South 35°36'46" West a distance of 184.87 feet to a point of curvature;

With a curve to the left having a central angle of 6°34'54", a radius of 39.41 feet, an arc length of 4.53 feet, a chord bearing and distance of South 32°19'47" West, a distance of 4.52 feet to the **True Point of Beginning** and containing **0.570** acres of land more or less.

Part 2

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 364.87 feet to a point;

Thence, North 35°50'38" East a distance of 144.48 feet to the **True Point of Beginning** for this description;

Thence, across said original 9.648 acre tract the following courses:

North 54°23'14" West a distance of 120.30 feet to a point on a curve;

With a curve to the left having a central angle of 85°51'04", a radius of 45.50 feet, an arc length of 68.18 feet, a chord bearing and distance of North 10°38'35" West 61.98 feet to point of reverse curvature;

With a curve to the right having a central angle of 52°18'58", a radius of 24.50 feet, an arc length of 22.37 feet, a chord bearing and distance of North 27°24'38" West 21.60 feet to point;

South 54°22'50" East a distance of 184.32 feet to a point;

South 35°36'46" West a distance of 52.63 feet to a point at the **True Point of Beginning** and containing **0.169** acres of land, more or less.



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 Ridge Condo Docs\04-SURVEY\Documents\DECLARATION\755780-REMAINDER.docx

EXHIBIT "E"
Declaration of Condominium
The Courtyards at Muirfield Ridge Condominium
18.038 Acres Additional Property
(4)

Part 3

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 3014 and being all out of that original 9.648 acre tract as conveyed to Epcon Muirfield, LLC of record in Official Record 1530, Page 2419 all deed references refer to the Records of the Recorder's Office, Delaware County Ohio, and described as follows:

Beginning for reference at a mag nail found at the intersection of the common line of said VMS No. 3014 and VMS No. 2897 with the centerline of Manley Road at the southwesterly corner of Muirfield Village Phase 22, Part 1 of record in Plat Book 17, Pages 145 and 146, at the southeasterly corner of that 1.302 acres as conveyed to the Board of County Commissioners of Delaware County, Ohio, of record in Official Record 1536, Page 2087;

Thence, North 54°09'22" West with said centerline a distance of 438.50 feet to a mag nail found at an angle point in said centerline;

Thence, North 54°23'14" West continuing with said centerline a distance of 116.93 feet to a point;

Thence, North 35°36'46" East a distance of 304.56 feet to a point on a curve, at the **True Point of Beginning** for this description;

Thence, across said original 9.648 acre tract the following courses:

With a curve to the left having a central angle of 19°46'40", a radius of 261.00 feet, an arc length of 90.09 feet, a chord bearing and distance of North 18°44'47" East 89.65 feet to a point;

South 87°10'57" East a distance of 106.95 feet to a point;

South 13°36'29" West a distance of 74.60 feet to a point;

South 23°55'24" West a distance of 76.13 feet to a point;

North 54°23'14" West a distance of 107.27 feet to the **True Point of Beginning** and containing **0.289** acres of land, more or less.

Total of remaining Parcel less exception is **18.038** acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 54°28'50" West for the centerline of a portion of Manley Road as determined by GPS observations and Post Processed utilizing NGS Survey OPUS Solutions based on NAD83 (2011), Ohio State Plane North Zone.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".



CESO, Inc.

Jeffrey A. Miller 11/23/18

 Jeffrey A. Miller, PS
 Registered Surveyor No. 7211

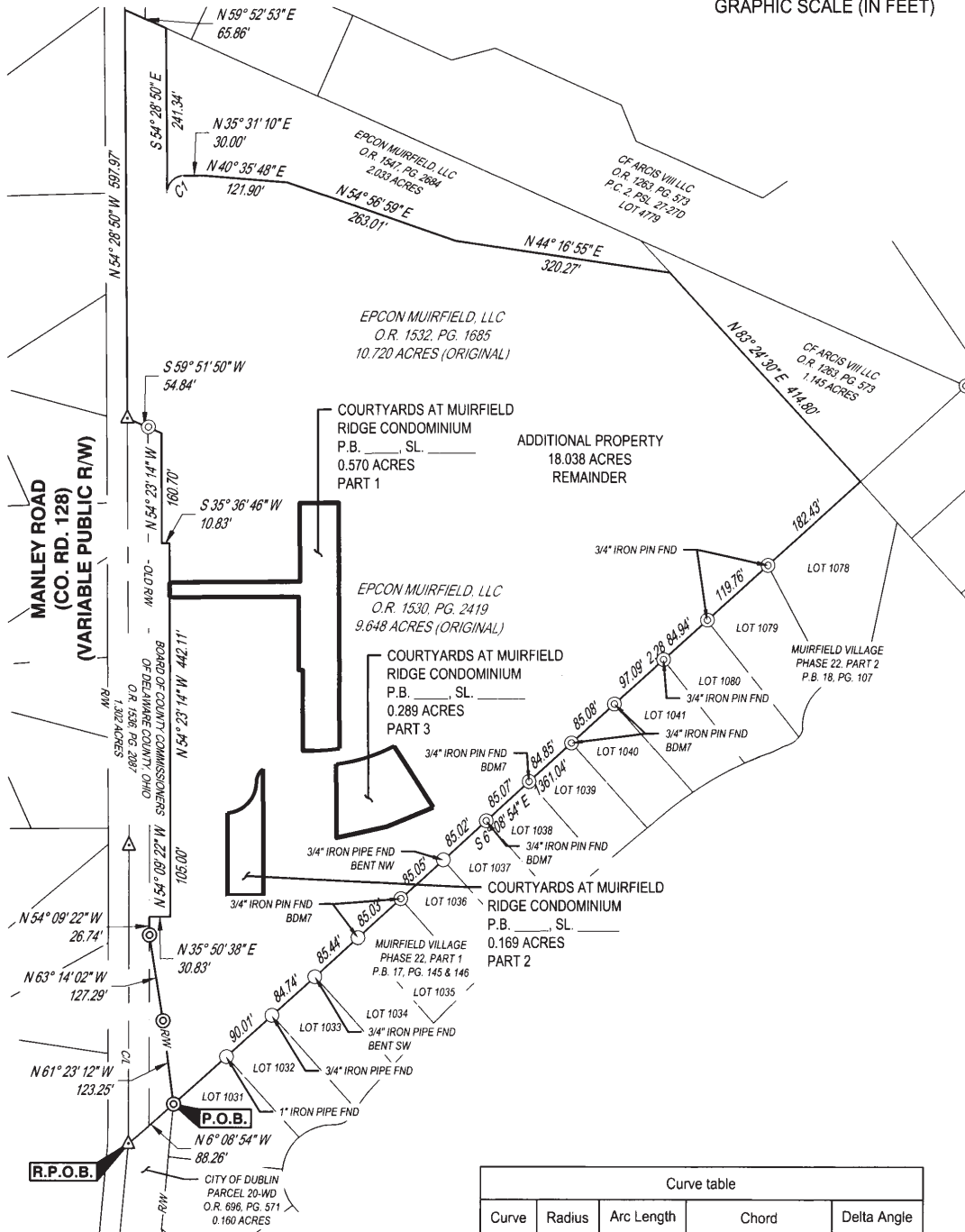
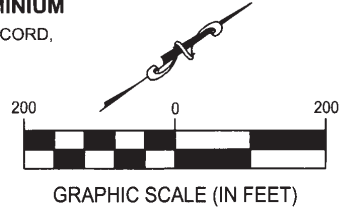


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 Ridge Condo Docs\04-SURVEY\Documents\DECLARATION\755780-REMAINDER.docx

EXHIBIT F

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF CONCORD,
VIRGINIA MILITARY SURVEY NO 3014



Curve table				
Curve	Radius	Arc Length	Chord	Delta Angle
C1	25.00'	39.27'	N9° 28' 50"W, 35.36'	90° 00' 00"

LEGEND

- ⊙ 5/8" REBAR W/ CEC CAP
(UNLESS OTHERWISE NOTED)
SET 5/8"x30" REBER WITH YELLOW
- ⊙ I.D. CAP STAMPED "CESO"
- △ MAG NAIL FND
- IRON PIPE FND

SKETCH PLOT PLAN, SITE EXHIBIT

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

TOWNSHIP OF CONCORD

DELAWARE COUNTY, OHIO

SCALE: 1"=200'

DATE: NOVEMBER 2018

DESIGN:

N/A

DRAWN:

ALB

CHECKED:

JAM



JOB NO.:

755780

SHEET NO.:

F

BYLAWS
(Code of Regulations)
OF
THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM ASSOCIATION

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BYLAWS
(Code of Regulations)
OF
THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is The Courtyards at Muirfield Ridge Condominium Association, (the "Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for The Courtyards at Muirfield Ridge Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles of Incorporation"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Association shall be at such place in Franklin County or Delaware County as the Board may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, (the "Declaration"), recorded simultaneously herewith with the Recorder's office of Delaware County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless otherwise specified by the Board in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

- (a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of

the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the owners of the undivided fee simple interests in that Unit may from time to time determine. If the owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the owner or owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Unit Owners or Occupants of that Unit, a failure to observe any of the terms of the Condominium Organizational Documents, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Unit Owner, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Unit Owner, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. Action In Writing Without Meeting. Unless otherwise required by law, any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy-five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors and their business addresses are as set forth in the Articles of Incorporation, or such other person or persons as may from time to time be substituted and designated by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which

they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two (2)) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. The foregoing notwithstanding, from and after the time that the Association meets and the Unit Owners elect the six Directors, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (sixty-one (61)) that may be in the Condominium. Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles of Incorporation or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles of Incorporation or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles of Incorporation, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided herein.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners may be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, a runoff election between only those persons who received the same number of votes, and only for purposes of resolving the tie vote, shall be conducted in the same manner as the original election. The person or persons receiving the largest number of votes shall be elected Director or shall serve the length of the term the subject of the runoff election. In no case shall cumulative voting be permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of

communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (c) commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that relates to matters affecting the Condominium Property;
- (d) enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (e) regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Elements;
- (f) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- (g) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (h) cause additional improvements to be made as part of the Common Elements;
- (i) repair, maintain and improve the Common Elements;
- (j) acquire, encumber, and convey or otherwise transfer personal property;
- (k) grant easements, leases, licenses, and concessions through or over the Common Elements;
- (l) impose and collect fees or other charges for the use, rental, or operation of the Common Elements;
- (m) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (n) impose interest and late charges for the late payment of assessments and impose returned check charges;
- (o) adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent Assessments;

(p) impose reasonable charges for preparing, recording, or copying amendments to the Declaration, Bylaws, resale certificates, or statements of unpaid assessments;

(q) enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

(r) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(s) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any Assessment or other charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(t) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(u) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(v) borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board, to obtain any such loan;

(w) take such actions and expend the Association funds and Assessments as the Board deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Units a part of the Condominium;

(x) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and

(y) do all things and take all actions permitted to be taken by the Association by law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing not less than a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Unit Owner's Unit as an agent of that Unit Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board to adopt a budget as provided in the Condominium Organizational Documents shall not constitute a waiver or release of the obligation of a Unit Owner to pay the Assessments and in such event, the budget last adopted shall continue until such time as the Board adopts a new budget;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) subject to applicable law, issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any Assessment has been paid;

(h) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(i) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Unit Owners written notice of the proposed Assessment that includes:

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

(ii) the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, personally to an Occupant of that Unit Owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may

provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles of Incorporation and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

- (a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners;
- (b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and
- (c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes a written request therefor, within one hundred twenty (120) days of the Association's fiscal year end.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

ARTICLE X

INDEMNIFICATION

Section 1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with

respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.

Section 2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney fees) actually and reasonably incurred by that individual in connection with the defense or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

Section 3. Other Determinations of Rights. Unless ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in Sections 1 and 2 of this Article, or (b) by the members by majority vote.

Section 4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under Sections 1 and 2 of this Article who may be indemnified, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees and volunteers of the Association.

Section 5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

Section 6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

Section 7. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Article or of the Ohio nonprofit corporation law.

ARTICLE XI

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Delaware County Recorder's office.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 3rd day of December 2018.

EPCON MUIRFIELD, LLC,
an Ohio limited liability company

By 
Joel D. Rhoades, Regional President
of Epcon Muirfield, LLC



Monument Engineering Group Associates, Inc.

Developing Lifelong Relationships

monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ)
(517) 223-3512



Date: June 30, 2022

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

RECEIVED
JUN 30 2022
HARTLAND TOWNSHIP

RE: Review Response to The Courtyard at Hartland – Senior Community Preliminary Site Plan Drawing

Monument Engineering Group Associates, Inc (MEGA) is in receipt of the June 23, 2022, Hartland Deerfield Fire Authority (Review Letter) for the above referenced project. We offer the following responses: the numbers below correspond to the Review Letter:

1. Maintenance agreement and easement will be provided after final engineering approval.
2. During the April 21, 2022, at that time the proposed used a 5 feet side setback (10 feet between exterior walls). The Fire Authority expressed a concern over the closeness of the buildings and recommended fire suppression sprinklers systems in each dwelling.
 - In lieu of fire suppression sprinklers the Fire Authority expressed a willingness to accept 15 feet between exterior walls and fiber cement siding on the exterior walls of each dwelling to mitigate the risk of fire spreading from dwelling to dwelling.
 - The current proposed layout shows 7.5 feet side setback (15 feet between exterior walls), and the architecture has been amended to indicate fiber cement siding. Through the Planned Development process the Hartland Township Planning Commission has expressed willingness to accept 15 feet between exterior walls and that this is in line with other communities.
3. The architecture has been amended to indicate the use of fiber cement siding. The final product has not been determined at this time. Specification of the final product will be provided with the final engineering drawings.

Sincerely,
Monument Engineering Group Associates, Inc.

Allan W Pruss, PE, PS
President

David M. Davis
Project Engineer



Monument Engineering Group Associates, Inc.

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monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ)
(517) 223-3512



Date: June 30, 2022

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

**RE: Review Response to Spalding DeDecker Hartland Senior Community – PD Site Plan
Review SDA Review No. HL22-122**

Monument Engineering Group Associates, Inc (MEGA) is in receipt of the June 8, 2022, Spalding DeDecker Hartland Senior Community PD Site Plan Review SDA Review No- HL22-122 letter (Review Letter) for the above referenced project. We offer the following responses: the numbers and sections below correspond to the Review Letter:

A. General

- All relevant easements are shown on C-1.1.
- The Declaration and By Laws provided were meant to serve as an example. Site specific Declaration and By Laws will be provided after final engineering approval.
- Standard Details sheets will be included.

B. Water Main

- Easement will be provided.
- Easement will be provided.
 - a. Due to the required 66' width for the private road easement the sidewalk was deliberately shifted 5' from the ROW line to provide 20' between the garage door and the sidewalk for additional passenger vehicle parking. The Township Planning Commission is aware of this and has not expressed concern. Additionally, the Township desires street trees located between the sidewalk and the back of curb which also impacted the proposed water main location.
- Hydrant Lead for HYD-1 diameter and length are called out.
 - a. 12" main will be used to a 12" to 8" reducer no closer than 25' from the hydrant.
 - b. A tee connection is now shown.
- Valve now shown.
- The plans have been provided to the Fire Marshall for review.

C. Storm Drainage/Grading

Outlet control structure will be designed prior to final review.

1. Acknowledged. The parking lot for Hartland Ice House the west has curb and gutter. Any offsite drainage will be accounted for. Rear yard drainage will be designed.
2. Acknowledged.

A structure will capture the drainage from the detention pond outlet to the south and convey it to North Ore Creek.

1. Storm sewer has been added conveying the drainage from the existing detention basin outlet under the proposed road with an outlet to the east to North Ore Creek.

**Review Response to Spalding DeDecker Hartland Senior Community – PD Site Plan Review SDA
Review No. HL22-122**

D. Paving/Roadway

- Existing easement for cul-de-sac style turnaround will be vacated and replaced with private road easement as illustrated on C-1.1.
- Due to the required 66' width for the private road easement the sidewalk was deliberately shifted 5' from the ROW line to provide 20' between the garage door and the sidewalk for additional passenger vehicle parking. The Township Planning Commission is aware of this and has not expressed concern. Additionally, the Township desires street trees located between the sidewalk and the back of curb which also impacted the proposed water main location. Relocating the water main would place it under the desired street trees which is possible but not ideal.
- The franchise utility easements are shown on C-1.1. We would like to explore the possibility of locating the franchise utility easement in the rear yards.
- Secondary access gate has been provided.
 - a. The gate is now shown on the plans.

E. Sanitary Sewer

- The sanitary sewer system design will follow the current Livingston County Drain Commissioner's (LCDC) standards. LCDC sanitary sewer standard details will be included in the final engineering plans.

Permits Required

Hartland Township:

1. Standard Easements sketches and supporting documents will be provided after final engineering approval.
2. Acknowledged.
3. Storm Water Agreement will be provided with final engineering drawings.
4. Acknowledged.

Livingston County:

1. Final engineering drawings will be provided to LCDC for approval.
2. SESC Permit will be acquired before construction.

EGLE

1. Water main permit will be obtained using final engineering drawings.
2. Sanitary sewer permit will be obtained using final engineering drawings.
3. NPDES Notice of Coverage will be obtained using the final engineering drawings.
4. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.
5. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.
6. MEGA will confirm the necessity of this permit with EGLE. If deemed necessary, the permit will be obtained using final engineering drawings.

Sincerely,
Monument Engineering Group Associates, Inc.



Allan W Pruss, PE, PS
President



David M. Davis
Project Engineer



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Date: June 30, 2022

Troy Langer
Planning Director
Hartland Township
2655 Clark Road
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RE: Review Response to The Courtyard at Hartland – Senior Community Preliminary Site Plan Drawing

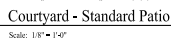
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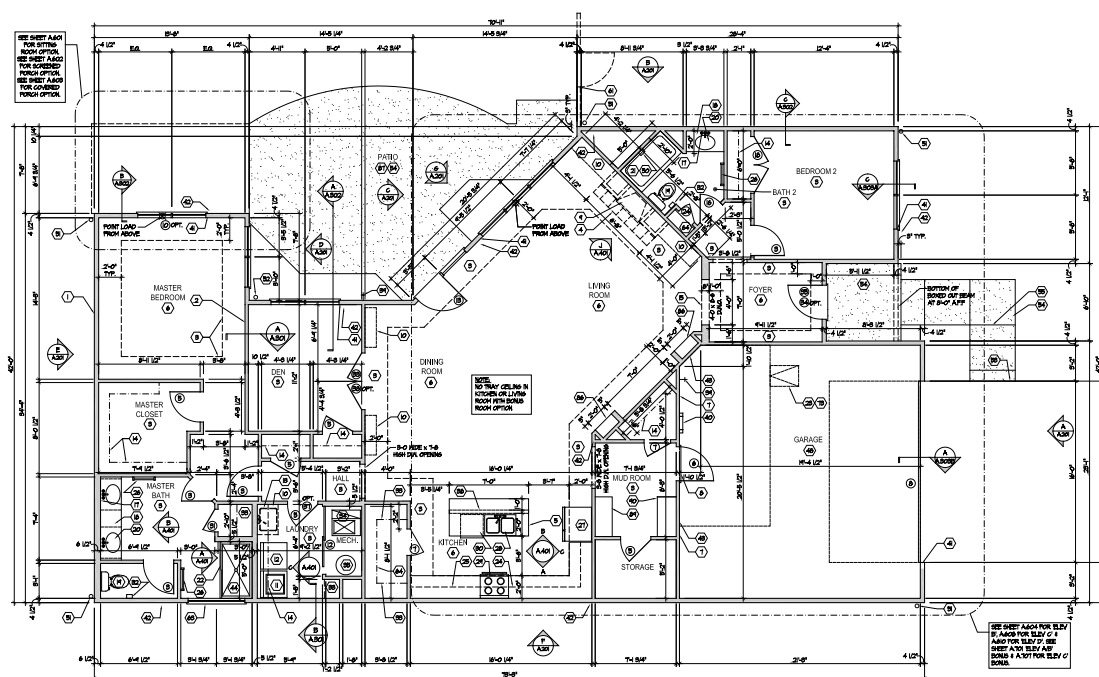
Allan W Pruss, PE, PS
President

David M. Davis
Project Engineer



Courtyard - Standard Patio

Scale: 1/8" = 1'-0"



First Floor Plan

Scale: 1/4" = 1'-0"

GENERAL NOTES:

- [illegible]

△ FIRST FLOOR PLAN CORRECTION

- [illegible]



EPCON[™]
Communities
Where Life Comes Together

**Building Prototypes
Building Prototypes
000 Your Street
City State & Zip**

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Prototype Disk No.	Interim Page Revision	
	Revision	Date
		1/29/2

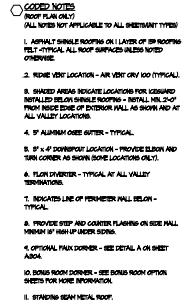
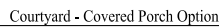
Community Dates & Revisions

Date Originated
Bid
Permit
Construction

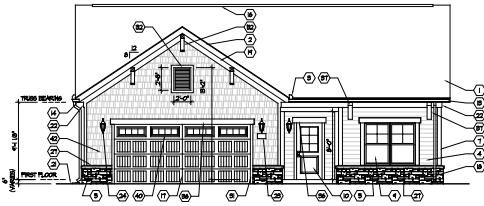
Drawing Title
First Floor Plan

Architectural Style
European Country

Sheet Number
A.101
Promenade III

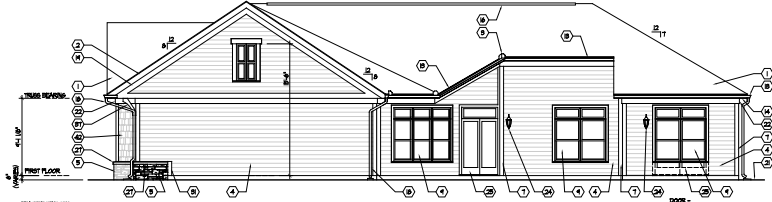
A.102

NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
FINAL PRODUCT TO BE DETERMINED.

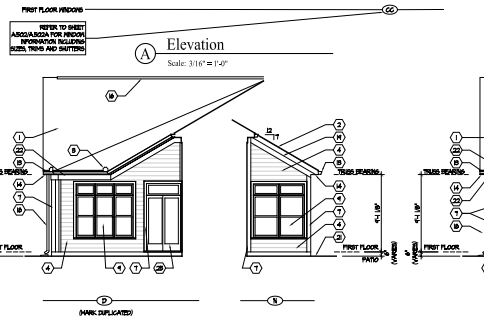


A Elevation
Scale: 3/16" = 1'-0"

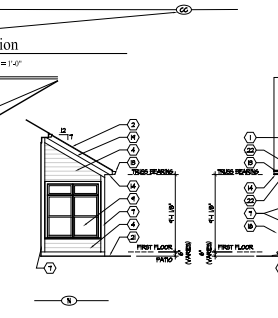
NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
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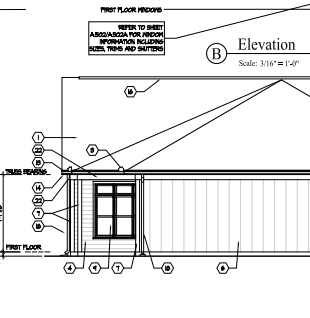
B Elevation
Scale: 3/16" = 1'-0"



C Elevation
Scale: 3/16" = 1'-0"



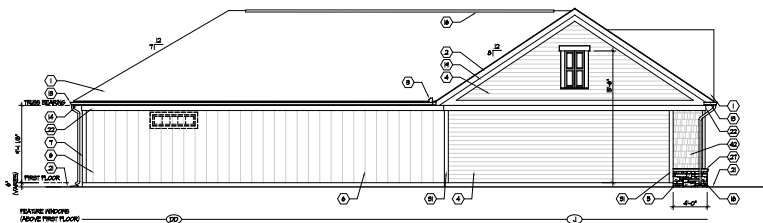
D Elevation
Scale: 3/16" = 1'-0"



E Elevation
Scale: 3/16" = 1'-0"

J Elevation - Slider Option
Scale: 3/16" = 1'-0"

NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
FINAL PRODUCT TO BE DETERMINED.



F Elevation
Scale: 3/16" = 1'-0"

H Elevation
Scale: 3/16" = 1'-0"

EXTERIOR ELEVATION CODED NOTES

1. FIBERGLASS / ASPHALT SHINGLE ROOFING OVER 1 LAYER OF 3/8" FELT - TYPICAL.
2. ALUMINUM CLAD ROOF HANGERS - TYPICAL.
3. WATER PLOW DRAINAGE - TYPICAL AT VALLEY DRAIN.
4. INTERIOR CORNER JOINT - 1/2" MINIMUM GAP FOR LAMINAR PACIFIC (OR EQUAL).
5. GUTTERED ROOF HANGERS - COLOR: OFFICE INTERIOR COLOR, COORDINATE A JOINT WITH THE 1/2" MINIMUM GAP FOR LAMINAR PACIFIC (OR EQUAL).
6. REINFORCEMENT WITH THIS PROJECT TO BE DETERMINED.
7. 2" x 4" x 8" CORNER TRIM - 1/2" MIN. GAP TO HANGERS 1/2" MINIMUM GAP TO CORNER.
8. 1" x 4" PAINTED COLUMN BARGE TRIM WITH BEVELLED TOP EDGE - TYPICAL.
9. VERTICAL WINDOW TRIM - SEE WINDOW DETAILS ON SHEET A50 FOR SIZE AND TRIM INFORMATION.
10. 1" x 4" PAINTED WINDOW TRIM - SEE WINDOW DETAILS ON SHEET A50 FOR SIZE AND TRIM INFORMATION.
11. 1" x 4" PAINTED WINDOW TRIM - SEE WINDOW DETAILS ON SHEET A50 FOR SIZE AND TRIM INFORMATION.
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Building Prototypes
Building Prototypes
000 Your Street
City State & Zip

Prototype
Date No. 3/23/20

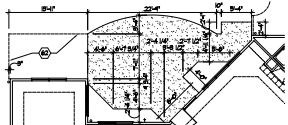
Architect Project Number

Community Dates & Revisions
Date Originated
SEP
Permit
Construction

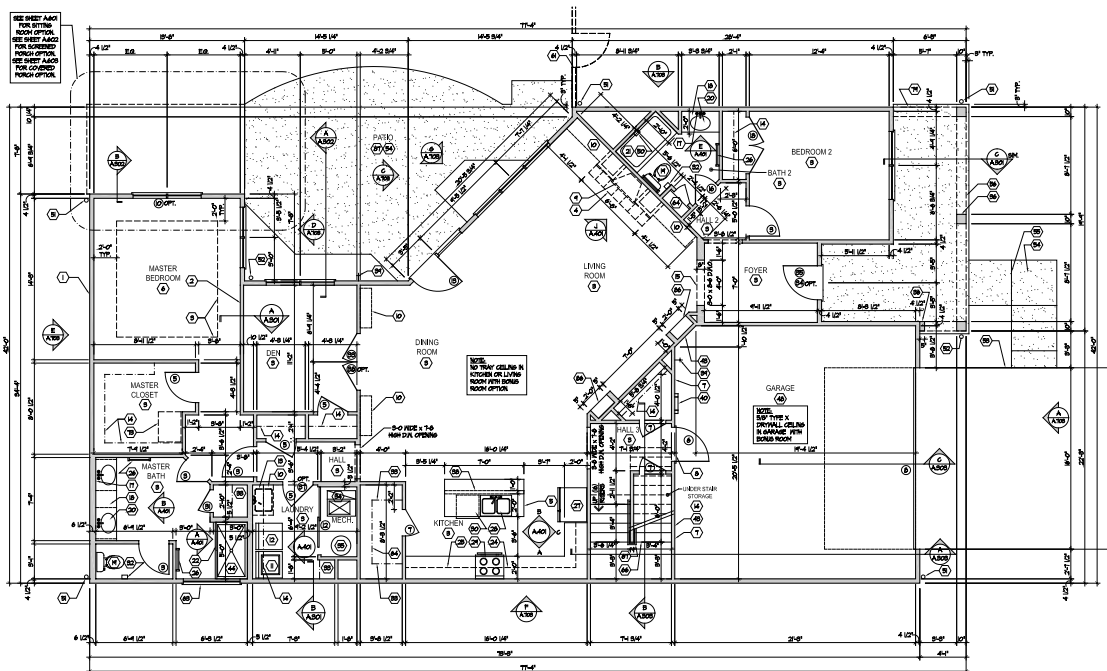
Revisions
A
A
A

Drawing Title
Exterior Elevations

Architectural Style
European Country
Sheet Number
A.201
Promenade III



Courtyard - Standard Patio
Scale: 1/8" = 1'-0"



Bonus Room First Floor Plan

Scale: 1/4" = 1'-0" SEE SHEET A.10B FOR FRAMING PLAN

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF FINISH FRAMING EXCEPT WALL DIMENSIONS INDICATE THICKNESS OF STUDIES.
2. REFER TO SITE LAYOUT PLAN FOR BUILDING LOCATIONS AND ORIENTATIONS.
3. DOORS NOT OTHERWISE DIMENSIONED SHALL BE LOCATED WITH HEADS OPENING TO FINISH EXTERIOR WALLS.
4. SEE ONE DOUBLE GLASS DOOR AND ONE FULL HEIGHT GLASS DOOR WITH HEAD AND REVERSE BEARING LESS THAN 4-0 AND TWO GLASS DOORS AND TWO FULL HEIGHT GLASS DOORS WITH HEAD AND REVERSE BEARING 4-0 OR GREATER, ALL DOORS OPENING OUTSIDE.
5. OPTIONAL GLASS DOORS FOR CORRIDORS - LOCATIONS PER A.C.
6. FIRST FLOOR PLAN (COLORED NOTES)
7. ALL NOTES NOT APPLICABLE TO ALL DIMENSIONS TYPES
8. EXTERIOR BRID WALL 2 x 4 HORIZONTAL BRID AT 12" O.C. WITH 12" DRYWALL ON ALL INTERIOR SURFACES, AND 12" DRYWALL THROUGHOUT ON EXTERIOR SURFACES. TYPICAL UNLESS NOTED OTHERWISE.
9. INTERIOR BRID WALL 2 x 4 HORIZONTAL BRID AT 12" O.C. WITH 12" DRYWALL ON ALL FINISHED SURFACES - TYPICAL.
10. FLAT DRYWALL, CEILING 8' x 4' O.C. - TYPICAL UNLESS NOTED OTHERWISE.
11. 12" DRYWALL, CEILING 12' x 12' O.C. - EXTERIOR OR FINISH, SEE FLOOR PLAN FOR DETAILS.
12. BLIND BASE CABINETS 1' COUNTERTOP - FINISH ALL SIDES OF CABINETS 1' COUNTERTOP.
13. PROVIDE PERMANENT BUILT INSULATION IN GARAGE WALLS CONTACT TO LIVING SPACE. GARAGE IS A FIRST FLOOR ROOM IN BACK OF GARAGE - FLOOR 12' x 12' GARAGE DOOR. OPTIONAL PERMANENT BUILT INSULATION IN LIVING SPACE AND LIVING SPACE AND LIVING SPACE. OPTIONAL PERMANENT BUILT INSULATION IN LIVING SPACE AND LIVING SPACE.
14. OPTIONAL CABINETS - SEE INTERIOR ELEVATIONS.
15. FINISH LOCATION - PROVIDE FINISH DOOR ON BACK WALL, FINISH ALWAYS LOCATED LEFT OF DOOR.
16. FINISH LOCATION - ORDER VENT IN WALL.
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99. FINISH LOCATION - ORDER VENT IN WALL.
100. FINISH LOCATION - ORDER VENT IN WALL.

Where Life Comes Together™

Building Prototypes
Building Prototypes
000 Your Street
City State & Zip

Prototype
Date No. Revision
1/23/20

Architect Project Number

Community Dates & Revisions
Date Originated
1/23/20

Permit Construction
Revisions

Drawing Title
ELEVATION A:
Bonus Room 1st Floor Plan

Architectural Style
European Country

Sheet Number
A.701
Promenade III



**Building Prototypes
Building Prototypes
000 Your Street
City State & Zip**

THESE DRAFTER'S SHALL BE USED TO CONFORM WITH ALL LOCAL, STATE, FEDERAL, AND INTERNATIONAL REGULATIONS AND ALL RELATED LAWS, RULES, ORDINANCES, STATUTES, DECREES, AND/OR OTHER TITLES, DIRECTIVES THEREOF, WHICH HAVE THE PRIORITY OF SPECIAL CONSIDERATION. THE DRAFTER'S SHALL BE USED TO CONFORM WITH ALL LOCAL, STATE, FEDERAL, AND INTERNATIONAL REGULATIONS AND ALL RELATED LAWS, RULES, ORDINANCES, STATUTES, DECREES, AND/OR OTHER TITLES, DIRECTIVES THEREOF, WHICH HAVE THE PRIORITY OF SPECIAL CONSIDERATION. THE DRAFTER'S SHALL BE USED TO CONFORM WITH ALL LOCAL, STATE, FEDERAL, AND INTERNATIONAL REGULATIONS AND ALL RELATED LAWS, RULES, ORDINANCES, STATUTES, DECREES, AND/OR OTHER TITLES, DIRECTIVES THEREOF, WHICH HAVE THE PRIORITY OF SPECIAL CONSIDERATION.

Prototype Disk No.	Interim Page Revisions	
	Revision	Date
		2/20/2020

Architect Project Number

Community Dates & Revisions	
Date Originated	
Bld	
Permit	
Construction	

Revisions

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△	△
△	△

Drawing Title

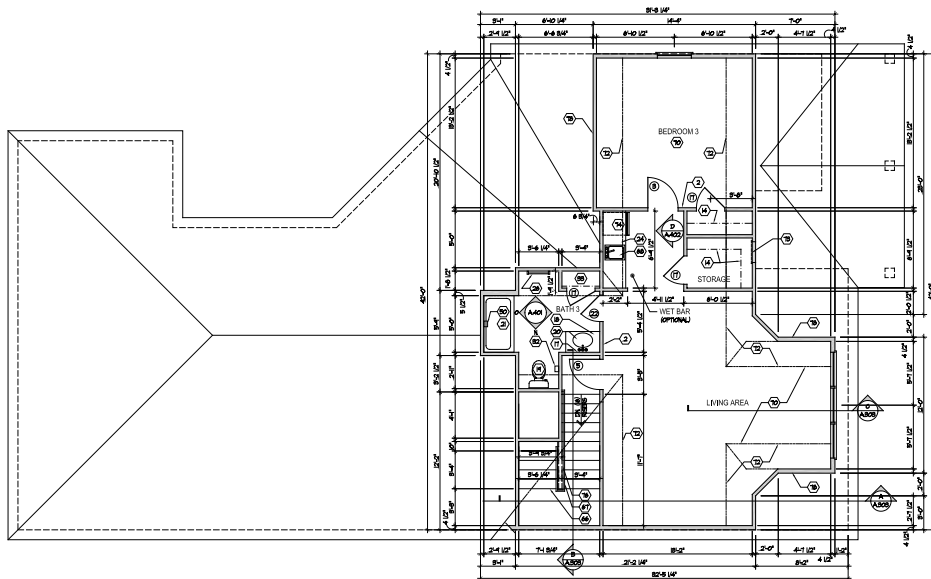
ELEVATION A:

Architectural Style
European Country

Sheet Number

A.702

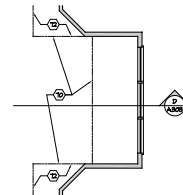
Promenade III



Bonus Room Second Floor Plan

Scale: 1/4" = 1'-0"

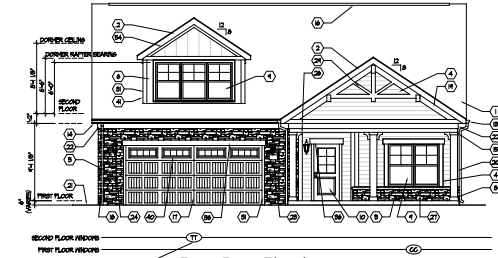
SEE SHEET A.101/A.101A FOR PLAN
CODED NOTES AND ADDITIONAL
OPTIONS.



Bonus Room - Elevation B

Scale: 1/4" = 1'-0"

NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
FINAL PRODUCT TO BE DETERMINED.

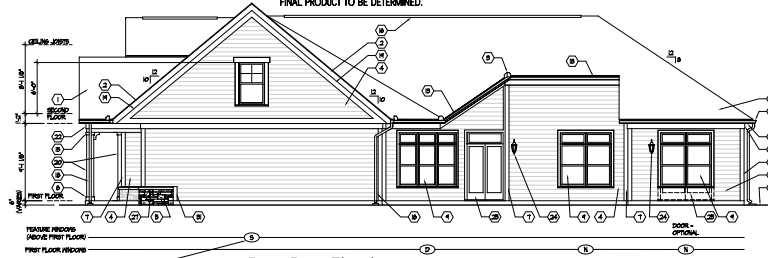


A Bonus Room Elevation

Scale: 3/16" = 1'-0"

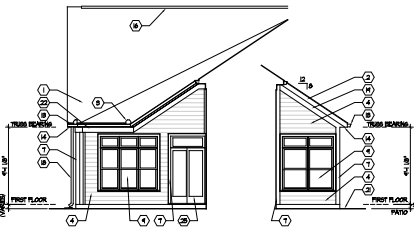
SEE SHEET A-101 FOR ELEVATION
DESIGNATION MARKERS.

NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
FINAL PRODUCT TO BE DETERMINED.



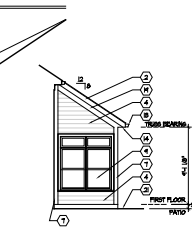
B Bonus Room Elevation

Scale: 3/16" = 1'-0"



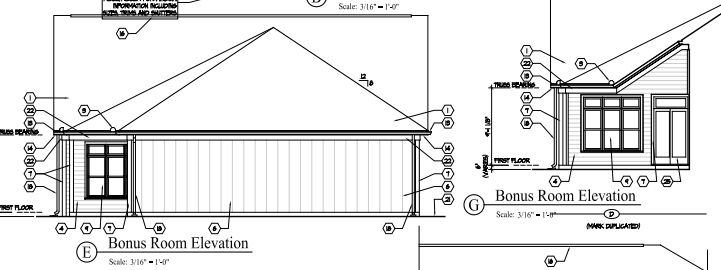
C Bonus Room Elevation

Scale: 3/16" = 1'-0"



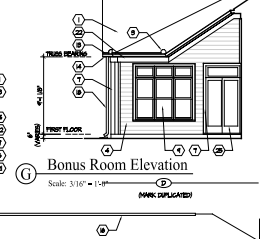
D Bonus Room Elevation

Scale: 3/16" = 1'-0"



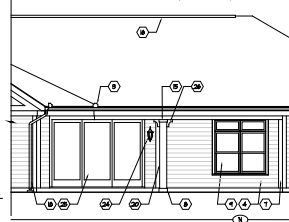
E Bonus Room Elevation

Scale: 3/16" = 1'-0"



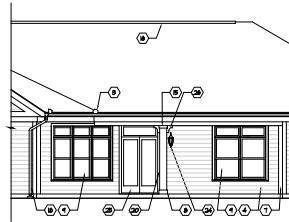
F Bonus Room Elevation

Scale: 3/16" = 1'-0"



G Bonus Room Elevation

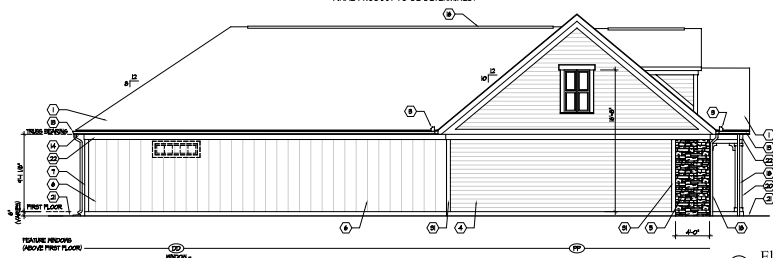
Scale: 3/16" = 1'-0"



H Bonus Room Elevation

Scale: 3/16" = 1'-0"

NOTE: ALL SIDING TO BE FIBER CEMENT SIDING.
FINAL PRODUCT TO BE DETERMINED.



I Bonus Room Elevation

Scale: 3/16" = 1'-0"

J Elevation - Slider Option

Scale: 3/16" = 1'-0"

K Elevation

Scale: 3/16" = 1'-0"



Building Prototypes
Building Prototypes
000 Your Street
City State & Zip

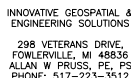
Prototype	Revision	Revision
Date No.	Revision	Date
1/23/20	1	3/23/20
Architect Project Number		
Community Dates & Revisions		
Date Originated	By	Construction
Revisions		
▲	▲	▲
Drawing Title		
ELEVATION A:		
Bonus Room Ext Elevations		
Architectural Style		
European Country		
Sheet Number		
A.703		
Promenade III		

PARCEL TAX NUMBER: 08-22-400-028

PRELIMINARY SITE PLAN DRAWING FOR
HARTLAND SENIOR
COMMUNITY



MONUMENT ENGINEERING GROUP ASSOCIATES, INC.



BAIG DEVELOPMENT, LLC
25210 FIVE MILE ROAD
REDFORD, MI 48239
KHURRAM BAIG
PHONE: 248-361-4259

EPCON COMMUNITIES
500 STONEHEDGE PARKWAY
DUBLIN, OH 43017
STEVE SPECK
PHONE: 888-893-0590

SHEET INDEX		PLAN SUBMITTALS			
		3/3/2022	4/7/2022	6/7/2022	
		PRELIMINARY PLAN REVIEW PRELIMINARY PLAN REVIEW ISSUE 02			
		HOLDED SHEETS			
GENERAL					
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SHEET 1-1-0	TOPOGRAPHIC SURVEY (OVERVIEW)				
SHEET 1-1-1	TOPOGRAPHIC SURVEY (OVERVIEW)				
SHEET 1-1-2	TOPOGRAPHIC SURVEY				
SHEET 1-3-1	TRAIL SURVEY				
SHEET 1-3-2	TRAIL INVENTORY LIST				
SHEET 1-3-3	TRAIL INVENTORY LIST				
SHEET 1B-1-0	CHAL DEMOLITION				
SITE PLAN					
SHEET 0-1-0	DEMERSION AND PAVING PLAN				
VEHICLE CIRCULATION					
SHEET 0-2-0	EMERGENCY VEHICLE CIRCULATION				
UTILITY					
SHEET 0-3-0	UTILITY PLAN (OVERVIEW)				
SHEET 0-3-1	WATER & SANITARY SEWER PLAN				
SHEET 0-3-2	WATER & SANITARY SEWER PLAN				
SHEET 0-4-1	SANITARY SEWER PROFILES				
SHEET 0-4-2	STORM SEWER PLAN				
SHEET 0-4-3	STORM SEWER PROFILES				
GROUND					
SHEET 0-7-1	GRADING PLAN				
SOIL EROSION & SEDIMENTATION CONTROL					
SHEET 0-8-1	SOIL EROSION & SEDIMENTATION CONTROL PLAN				
SHEET 0-8-2	SOIL EROSION & SEDIMENTATION CONTROL DETAILS				
STORM WATER MANAGEMENT					
SHEET 0-9-0	STORM WATER MANAGEMENT PLAN				
ROAD PLAN					
SHEET 0-10-0	ROAD PLAN				
SHEET 0-10-1	ROAD PROFILES				
LANDSCAPE					
SHEET 0-11-0	DETAILS				
SHEET 0-11-1	HIGHLAND TOWNSHIP STANDARD DETAILS				
SHEET 0-11-2	HIGHLAND TOWNSHIP STANDARD DETAILS				
SHEET 0-11-3	HIGHLAND TOWNSHIP STANDARD DETAILS				
SHEET 0-11-4	HIGHLAND TOWNSHIP STANDARD DETAILS				
LANDSCAPE					
SHEET 1-1-0	LANDSCAPE PLAN				
SHEET 1-1-1	LANDSCAPE PLAN				
SPECIFICATIONS					
SHEET 0-12-0	SPECIFICATIONS				
SHEET 0-12-1	SPECIFICATIONS				

HIGHLAND TOWNSHIP, LANGSTON COUNTY STANDARD DETAILS

Call MISS DIG
3 full working days before you dig

Michigan's One-Call Utility Notification Organization
1-800-482-7171
www.missdig.org


THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED BY MISS DIG. ANY DAMAGE TO BURIED OR OTHER CONDUITS IS IMPLIED AS TO THE COMPLETENESS ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATION AND ELEVATIONS PRIOR TO THE START

CLIENT :
BAIG
DEVELOPMENT, LLC
25210 FIVE MILE ROAD
REDFORD, MI 48239
KHURRAM BAIG
248-361-4259

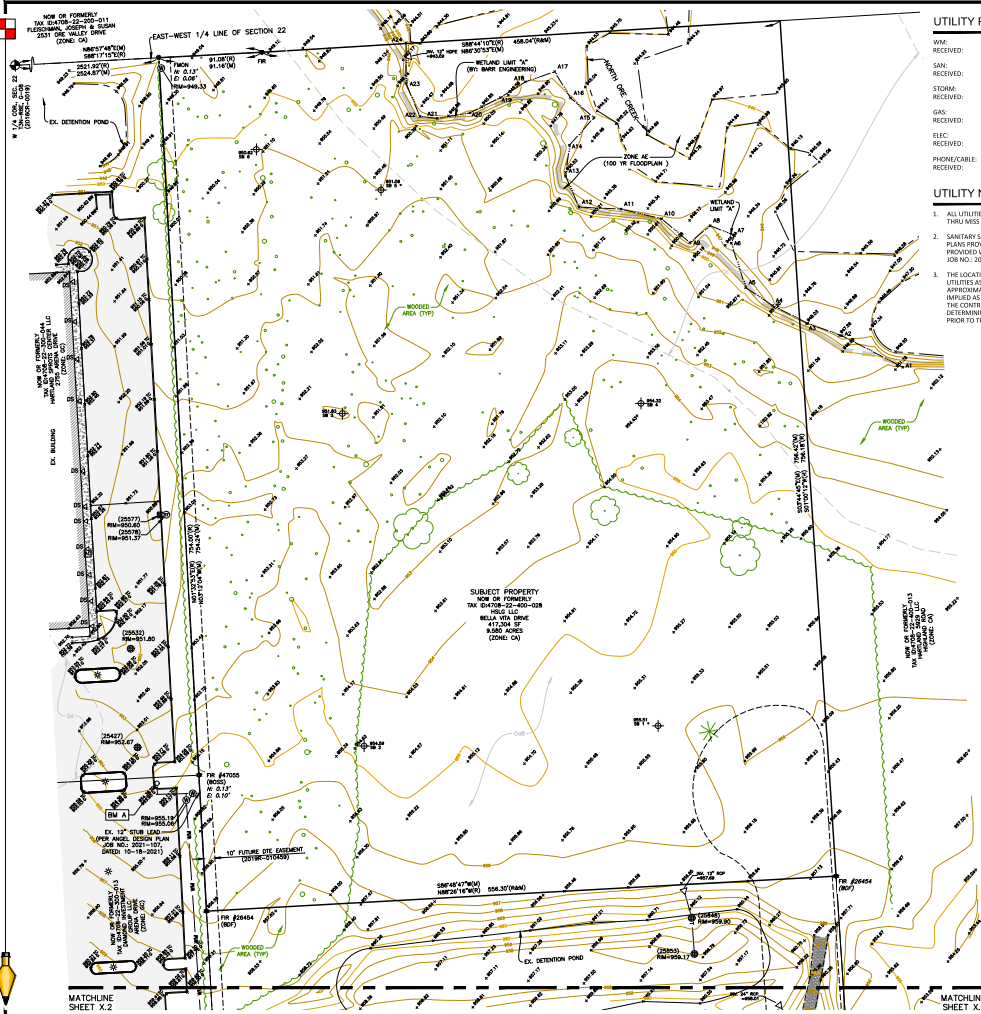
COVER

HARTLAND SENIOR COMMUNITY
HIGHLAND ROAD
PART OF SW 1/4, SEC 22,T03N-R08E
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MI

PLAN SUBMITTALS/REVISIONS	DATE
CONCEPT PLAN REVIEW	3/15/2022
PRELIMINARY PLAN REVIEW	4/1/2022
PRELIMINARY PLAN REVIEW: ISSUE 2	6/30/2022

ORIGINAL ISSUE DATE:	
3/15/2022	
PROJECT NO: 22--027	
SCALE: N/A	
	
FIELD:	A/S, RZ
DRAWN BY:	DC
DESIGN BY:	DO
CHECK BY:	AP
G-10	





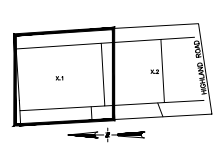
UTILITY REFERENCES

WM: HARTLAND TOWNSHIP
RECEIVED: 3/28/22
SAL: HARTLAND TOWNSHIP
RECEIVED: 3/28/22
STORM: HARTLAND TOWNSHIP
RECEIVED: 3/28/22
GAS: CONSUMERS ENERGY
RECEIVED: 4/11/22
ELEC: DTE ENERGY
RECEIVED: N/A
PHONE/CABLE: AT&T - CONCAST
RECEIVED: 4/5/22 - N/A

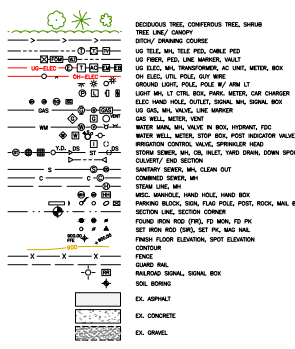
UTILITY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON DESIGN PLANS PROVIDED THROUGHOUT AT TIME OF SURVEY UNLESS NOTED OTHERWISE.
2. SANITARY SEWER AND WATER MAIN ARE SHOWN BASED ON PLANS PROVIDED BY HARTLAND TOWNSHIP. DESIGN PLANS PROVIDED WERE SIGNED BY: ANGE DESIGN & ENGINEERING, JOB NO. 2021-103, DATED: 10-18-2021.
3. THE LOCATION AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

SHEET KEY



EXISTING LEGEND



BENCHMARKS

DATUM: NAVD83
BM A: ARROW ON HYDRANT, 1044' NORTH OF CENTERLINE OF WEST ROUND HIGHLAND ROAD & 201' EAST OF AERIAL DRIVE
ELEV = 966.71
BM B: MARKED "X" SCRIBED IN SQUARE NORTH SIDE/TOP OF LIGHT POLE BASE, 727' NORTH OF CENTERLINE OF WEST ROUND HIGHLAND ROAD & 64' WEST OF CENTERLINE BELLA VITA DRIVE
ELEV = 966.34

SOILS INFO

SOIL TYPES ARE ACCORDING TO THE USGS SOIL SURVEY WEB SITE
(https://websoilsurvey.sc.egov.usda.gov/App/SoilPage.aspx)
SOIL TYPE LINE AND LABEL:
• CL: CARLISLE MUCK, 0-2% SLOPES
• FUB: FOX SANDY LOAM, 2-4% SLOPES
• FUC: FOX SANDY LOAM, 6-12% SLOPES
• GSF: GUFORD SANDY LOAM, 0-2% SLOPES, GRAVELLY SUBSOIL
• MUA: WAWASEE LOAM, 0-2% SLOPES
• MUB: WAWASEE LOAM, 2-6% SLOPES
• OUB: OAKVILLE FINE SAND, 0-4% SLOPES
• OUB: OAKVILLE FINE SAND, LOAMY SUBSTRATUM, 0-6% SLOPES

THE VETERAN DRIVE
HARTLAND, MI 48333
(810) 725-1122
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SERVICES PROVIDED BY: MECHANICAL, ELECTRICAL, PLUMBING, CIVIL, SURVEYING, GEOTECHNICAL, ENVIRONMENTAL, AND CONSTRUCTION.

ALAN W. FRIDIS
ENGINEER
Professional Engineer
No. 1088
Exp. 12/31/2022
1-800-763-7171

CLIENT :
BAIG DEVELOPMENT, LLC
28510 FINE LINE ROAD
REDFORD, MI 48239
FOURMILE HILLS
248-361-4259

TOPOGRAPHIC SURVEY
HARTLAND SENIOR COMMUNITY
HIGHLAND ROAD
PART OF SW 1/4, SEC 22, T30N-R06E
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MI

DATE	BY	REVISION
3/15/2022	ALF	1. INITIAL SURVEY
3/24/2022	ALF	2. REVISIONS
4/26/2022	ALF	3. REVISIONS

ORIGINAL DATE: 3/15/2022
PROJECT NO: 22-027
SCALE: 1" = 40'
FIELD: ALF, RZ
DRAWN BY: DC
CHECK BY: SP
DESIGNED BY: AF

V-11

A 2x2 grid with red and white squares. The top-left square is red, the top-right square is white, the bottom-left square is white, and the bottom-right square is red.



[illegible]

TREES LOCATED WITHIN THE LIMITS OF DISTURBANCE WILL BE REMOVED. EFFORT WILL BE MADE TO PRESERVE PERIMETER TREES WHEN POSSIBLE. FINAL TREE REMOVAL IS TO BE DETERMINED.

FINAL ENGINEERING PLANS TREE INVENTORY WILL IDENTIFY INDIVIDUAL TREE REMOVAL.


Y-3.2

TREE INVENTORY


 <div> Monument Engineering Group Associates, Inc. 280 Veterans Drive, Fayetteville, MO (417) 225-2812 www.monumentengineering.com </div> 				
Tree Survey				
Project No./Name: 22-027 HARTLAND SENIOR COMMUNITY Date: 2/23/2022				
Tag No.	Common Name	D.B.H.	Condition	Notes
873	RED OAK	20.5	G	
874	RED OAK	25.2	G	
875	RED OAK	15.0	G	
876	RED OAK	16.6	G	
877	BLACK CHERRY	12.7	G	
878	RED OAK	18.0	G	
879	RED OAK	12.6	G	
880	RED OAK	8.5	G	
881	RED OAK	15	G	
882	RED OAK	17.4	G	
883	RED OAK	10.3	G	
884	RED OAK	10.4	G	
885	BLACK CHERRY	15	G	
886	RED OAK	20	G	
887	RED OAK	19.8	G	
888	RED OAK	9.5	P	
889	RED OAK	26.1	G	
890	RED OAK	13.3	G	
891	RED OAK	15.8	G	
892	RED OAK	12.4	G	
893	RED OAK	8.5	G	
894	BLACK CHERRY	12	F	Multi
895	RED OAK	11.4	G	
896	BLACK CHERRY	15	F	
897	RED OAK	13.8	G	
898	CHINA	15	G	Twin
899	BLACK CHERRY	18	F	
900	RED OAK	9.4	G	
901	RED OAK	8.5	G	
902	RED OAK	18	G	Multi
903	BLACK CHERRY	14	F	Twin
904	RED OAK	8.0	G	
905	RED OAK	9.7	G	
906	BLACK CHERRY	9	F	Twin
907	RED OAK	12/10	G	
908	RED OAK	11.2	G	
909	BLACK CHERRY	11.2	G	
910	BLACK CHERRY	8.0	F	
911	BLACK CHERRY	14	G	Multi
912	RED OAK	18	G	
913	RED OAK	18	G	
914	CEDE	10	G	
915	WHITE PINE	20	G	
916	RED OAK	8	G	Twin
917	WHITE PINE	18	G	
918	WHITE PINE	20	G	
919	RED OAK	10.3	G	
920	BLACK CHERRY	20.4	G	
921	BLACK CHERRY	8.0	G	Twin
922	WHITE PINE	20	G	
923	BLACK CHERRY	15	G	Twin
924	RED OAK	18	G	
925	RED OAK	15.4	G	Twin
926	RED OAK	15.5	G	
927	RED OAK	15.5	G	
928	RED OAK	10	G	
929	BLACK CHERRY	16.2	G	
930	RED OAK	14	G	
931	RED OAK	8.0	G	
932	RED MAPLE	8.0	G	
933	RED OAK	17	G	
934	BLACK CHERRY	13.1	G	
935	RED OAK	14.4	G	
936	RED OAK	8.5	G	
937	RED OAK	8.0	G	
938	BLACK CHERRY	10.3	G	
939	RED OAK	8.0	G	Twin
940	BLACK CHERRY	13	G	
941	RED OAK	9.0	G	
942	RED OAK	14.1	G	
943	RED OAK	10	G	
944	RED OAK	13.5	G	
945	BLACK CHERRY	13.4	G	
946	RED OAK	14.0	G	
947	RED OAK	8.0	G	
948	BLACK CHERRY	10/17	G	
949	RED MAPLE	12.0	G	
950	RED MAPLE	13.1	G	
951	RED OAK	8.0	G	

TREE REMOVAL NOTE

TREES LOCATED WITHIN THE LIMITS OF DISTURBANCE WILL BE REMOVED. EFFORT WILL BE MADE TO PRESERVE PRIMERARY TREES WHEN POSSIBLE. FINAL TREE REMOVAL IS TO BE DETERMINED.
FINAL ENGINEERING PLANS TREE INVENTORY WILL IDENTIFY INDIVIDUAL TREE REMOVAL.



THE LUTERAN DRIVE
FAYETTEVILLE, MO
(417) 225-2812
www.monumentengineering.com



Curtis M. Dine
Professional Engineer
No. 1078
Exp. 12/31/2022
1-800-763-7171

CLIENT :

BAIG
DEVELOPMENT, LLC
2510 FIVE MILE ROAD
REDFORD, MO 64239
916-994-8400

TREE INVENTORY LIST

HARTLAND SENIOR COMMUNITY
HIGH-AND ROAD
PART OF SW 1/4, SEC 22, T20N-R06E
HARTLAND TOWNSHIP, LINCOLN COUNTY, MO

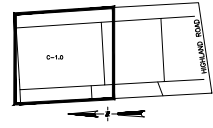
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PROJECT: 22-027	PROJECT: 22-027
SCALE: N/A	SCALE: N/A
FIELD: AGL, RZ	FIELD: AGL, RZ
DRAWN BY: DC	DRAWN BY: DC
CHECK BY: AP	CHECK BY: AP

V-33

NOT FOR CONSTRUCTION



SHEET KEY



OPEN SPACE LEGEND



OPEN SPACE DATA

PLANNED DEVELOPMENT	OPEN SPACE				
	TOTAL AREA (AC)	OPEN SPACE (AC)	USABLE OPEN SPACE (AC)	USABLE OPEN SPACE (AC)	USABLE OPEN SPACE (AC)
PROVIDED	6.58	6.28	605	5.34	505

NOTE: USABLE OPEN SPACE EXCLUDES THE STORM WATER MANAGEMENT DETENTION BASIN AND BATHING CREEK CREEK.

MEGA
 ENGINEERING & ARCHITECTURE
 278 VETERANS DRIVE
 HARTLAND, MI 48029
 (248) 222-1122
 WWW.MEGAEARCHITECTURE.COM
 (248) 222-1122

ALAN W. PROSSER
 ENGINEER
 STATE OF MICHIGAN
 LICENSE NO. 10854

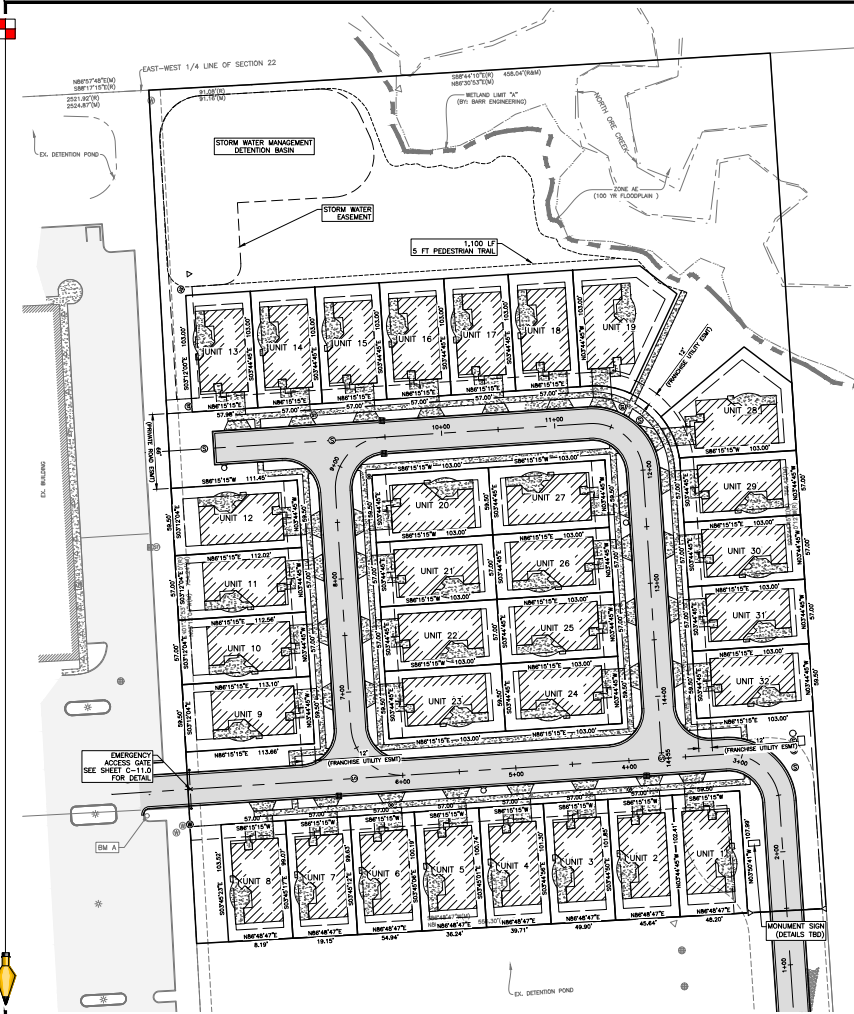
CLIENT :

BAIG DEVELOPMENT LLC
 25215 FIVE MILE ROAD
 REDFORD, MI 48239
 (248) 361-4259

OPEN SPACE PLAN
 HARTLAND SENIOR COMMUNITY
 PART OF SW 1/4, SEC 22, T20N-R06E
 HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MI

DATE: 3/1/2022
 CHECKED: J. B. BROWN
 PREPARED: J. B. BROWN
 SCALE: 1" = 40'
 PROJECT NO: 22-027
 ORIGINAL DATE: 3/1/2022
 FIELD: A.D. RZ
 DRAWN BY: J.C. BROWN
 CHECK BY: J.C. BROWN

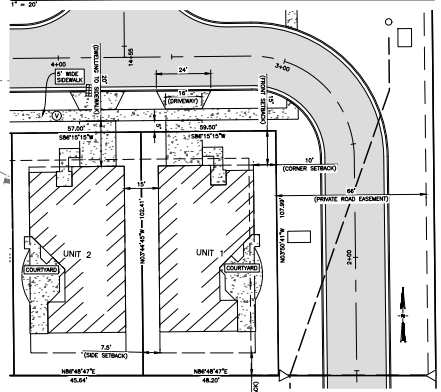
C-10



PAVEMENT LEGEND

- PR. ASPHALT
- PR. CONCRETE
- CURB AND GUTTER

TYPICAL UNIT DETAIL



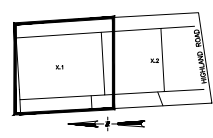
UNIT INFORMATION

PLANNED DEVELOPMENT	SUBJECT PARCEL			PROPOSED DWELLING				BUILDING SETBACKS (FT)			
	TOTAL AREA (AC)	MINIMUM UNIT AREA (SF)	MINIMUM BUILDING SITE (SF)	DWELLING AREA (SF)	FRONT	CORNER	SIDE	REAR	FRONT	CORNER	REAR
PROVIDED	0.68	5,356	82	2,545	15	10	7.5	10			

SITE LIGHTING NOTE

NO STREET LIGHTS ARE PROPOSED. LIGHTING WILL BE PROVIDED ON THE EXTERIOR WALLS OF EACH DWELLING.

SHEET KEY



MEGA
ENGINEERING & ARCHITECTURE

270 VETERANS DRIVE
HARTLAND, MA 01423
TEL: 978-235-4122
WWW.MEGAEARCHITECTURE.COM

ALAN W. PRIDDY
REGISTERED PROFESSIONAL ENGINEER
MASSACHUSETTS
LICENSE NO. 1008
EXPIRATION DATE 12/31/2024
1-800-363-7171

CLIENT :

BAIG
DEVELOPMENT LLC
25210 PINE HILL ROAD
ROXBURY, MA 02119
248-361-4259

DIMENSION & PAVING PLAN

HARTLAND SENIOR COMMUNITY
PART OF SW 1/4, SEC 22, TOWN-ROBE
HARTLAND TOWNSHIP, LINCOLN COUNTY, MI

DATE: 11/15/2022

CONCEPT PLAN REVIEW: 11/15/2022

PRELIMINARY PLAN REVIEW: 11/15/2022

ORIGINAL DATE: 11/15/2022

PROJECT NO: 22-027

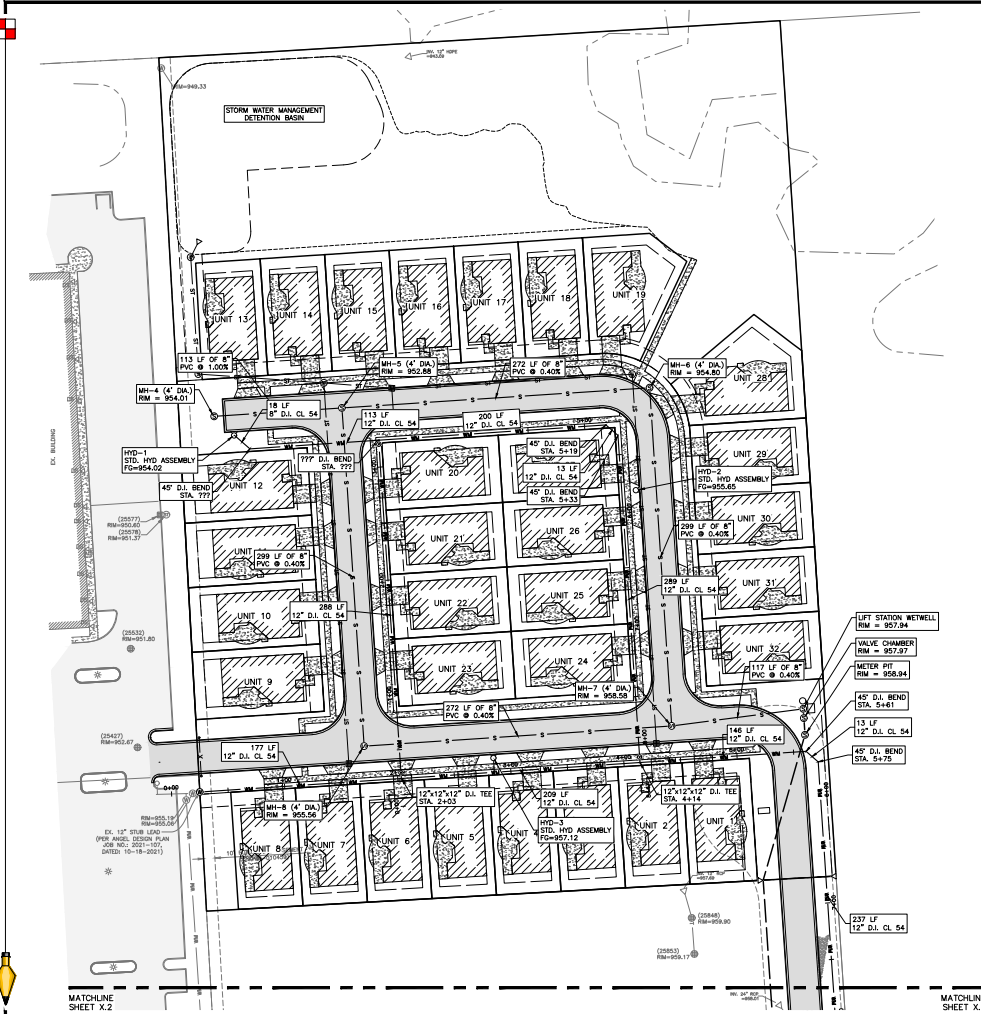
SCALE: 1" = 40'

FIELD: AGL, RZ

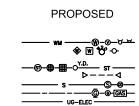
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CHECK BY: AP

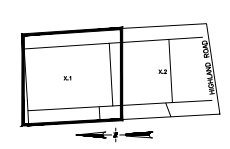
C-11



UTILITY LEGEND



SHEET KEY



MEGA
ENGINEERING & ARCHITECTURE
200 VETERANS DRIVE
HARTLAND, MAINE 04235
(603) 883-7333
WWW.MEGAENGINEERING.COM

ALAN W. FRISVOLD
REGISTERED PROFESSIONAL ENGINEER
MAINE 0000000000
1-800-763-7171

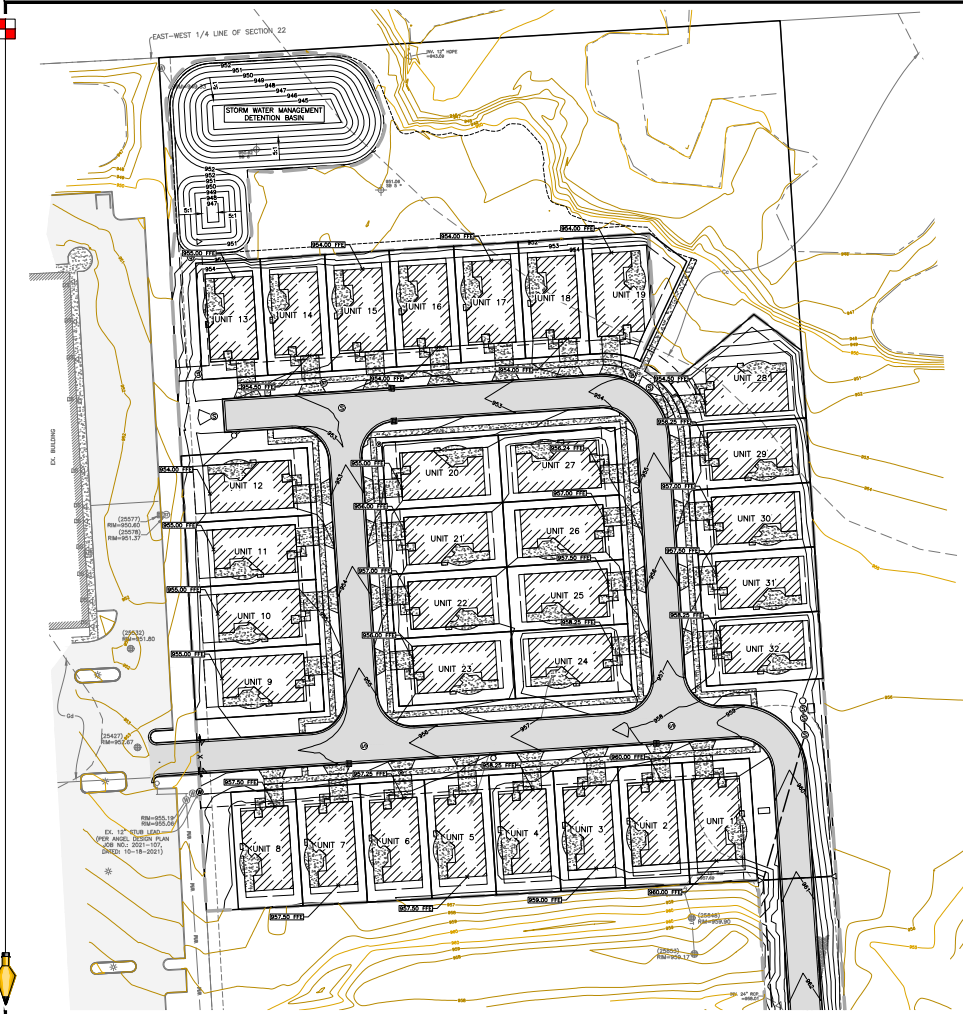
CLIENT :
BAIG
DEVELOPMENT LLC
2000 FIVE MILE ROAD
REDFORD, MA 02823
508-938-8800
248-381-4259

WATER & SANITARY SEWER PLAN
HARTLAND SENIOR COMMUNITY
HARTLAND ROAD
PART OF SW 1/4, SEC 22, TOWN-ROBE
HARTLAND TOWNSHIP, LINCOLN COUNTY, ME

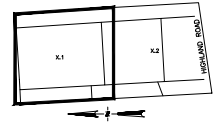
DATE	BY	REVISION
3/1/2022	ALF	ISSUED FOR PERMIT
6/24/2022	ALF	REVISED PER PERMIT

ORIGINAL DATE: 3/1/2022
PROJECT NO: 22-027
SCALE: 1" = 40'
FIELD: A/L, RZ
DRAWN BY: DC
CHECK BY: DC
DESIGN BY: DC

C-3.1



SHEET KEY



GRADING LEGEND

- PROPOSED TOP OF PAVEMENT GRADE
- PROPOSED SIDEWALK GRADE
- PROPOSED FINISH GRADE
- PROPOSED TOP OF CURB GRADE
- PROPOSED GUTTER PAN GRADE
- PROPOSED TOP OF WALL GRADE
- PROPOSED BOTTOM OF WALL GRADE
- PROPOSED FINISH FLOOR GRADE
- PROPOSED FINISH GRADE
- PROPOSED RIM GRADE
- PROPOSED ADJUSTED RIM GRADE
- PROPOSED INVERT GRADE
- ADA COMPLIANT SIDEWALK RAMP
- ADA COMPLIANT SIDEWALK LANDING
- EXISTING ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR
- 20% TYPE LIMIT AND LABEL (FROM USGS SOIL SURVEY)
- LIMITS OF DISTURBANCE
- OVERFLOW ROUTE

MEGA

THE VETERAN DRIVE
HARTFORD, CT 06105
TEL: 860-234-1111
WWW.MEGACONSTRUCTION.COM

ALAN W. PRUSS

REGISTERED PROFESSIONAL ENGINEER
NO. 10000
EXPIRATION DATE: 12/31/2022

CLIENT :

BAIG
DEVELOPMENT, LLC
25101 PINE HILL ROAD
HARTFORD, CT 06105
248-381-4259

PROJECT :

HARTLAND SENIOR COMMUNITY
HARTLAND ROAD
HARTLAND TOWNSHIP, LUNenburg COUNTY, VA

DATE: 10/18/2022

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

ORIGINAL DATE: 10/18/2022

PROJECT NO: 22-027

SCALE: 1" = 40'

FIELD:

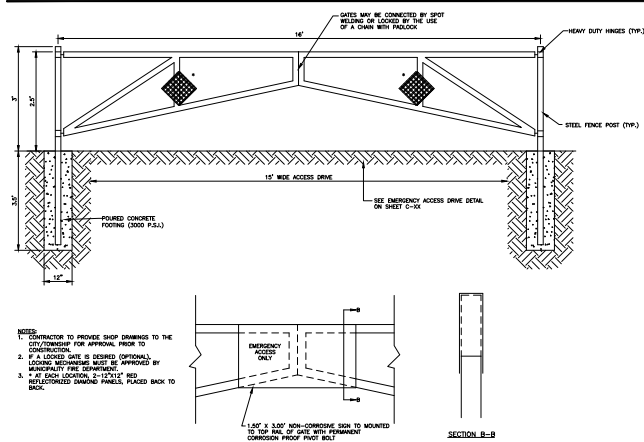
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CHECKED BY: [Signature]

C-7.1

FILEPATH: Project\2022\22-027 Hartland Senior Community\Engineering\22-027_0-1_Grading.dwg PLOT DATE: 10/18/2022 4:48 PM

GATE DETAIL - EMERGENCY - ACCESS



THE LUTHERAN DRIVE
PO BOX 100
HARTLAND MI 48029
PH: 248-361-4259
WWW.MEGAENGINEERING.COM

Alan W. Probst
Professional Engineer
State of Michigan
License No. 10784

CLIENT :

BAIG
DEVELOPMENT LLC
2510 FIVE MILE ROAD
REDFORD, MI 48239
248-361-4259

DETAILS

HARTLAND SENIOR COMMUNITY
PART OF SW 1/4, SEC 22, T20N-R06E
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MI

DATE	BY	REVISION
3/1/2022	ALP	1
3/1/2022	ALP	2
3/1/2022	ALP	3
3/1/2022	ALP	4
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ORIGINAL DATE: 3/1/2022

PROJECT NO: 22-027

SCALE: 1/4" = 1'

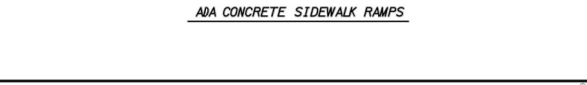
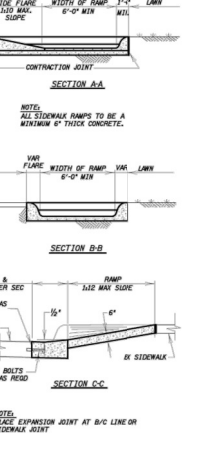
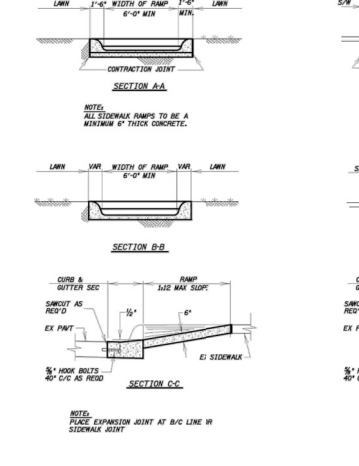
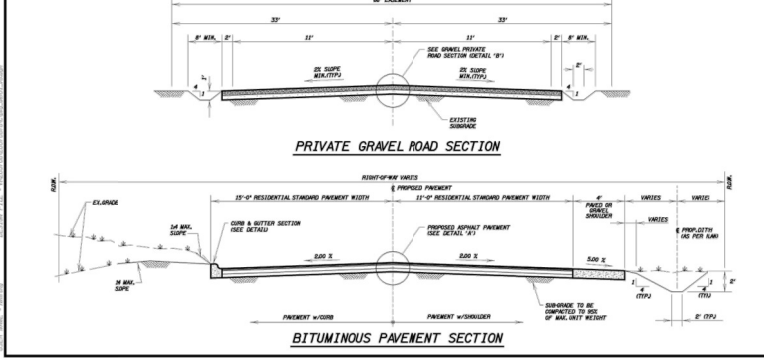
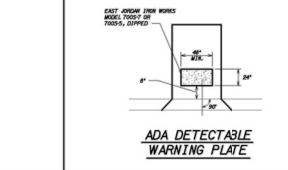
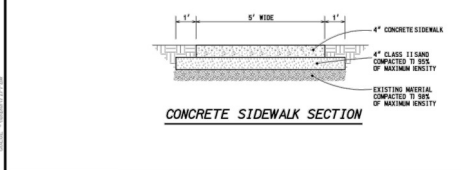
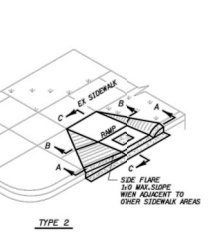
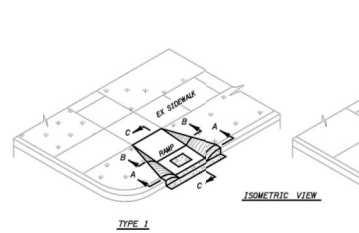
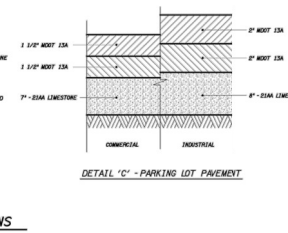
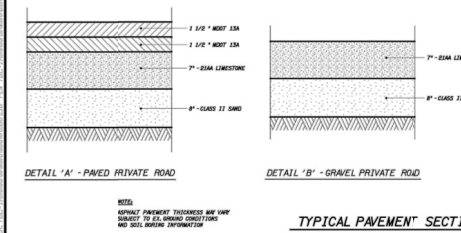
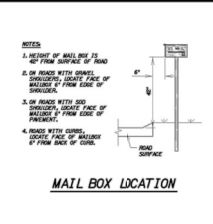
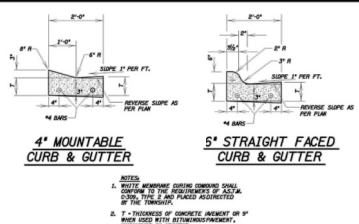
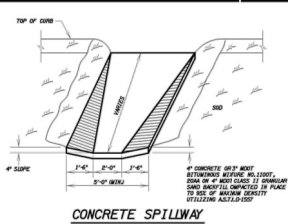
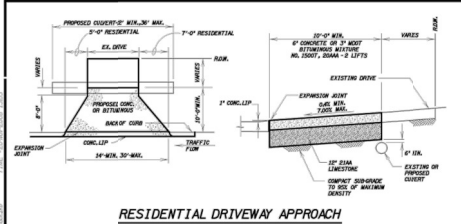
FIELD: A/L, R/L

DRAWN BY: DC

CHECK BY: AP

C-110

NOT FOR CONSTRUCTION



HARTLAND TOWNSHIP

HRC
HARTLAND ROAD CONSULTING, INC.

11-19-06 ADOPTED BY TOWNSHIP BOARD

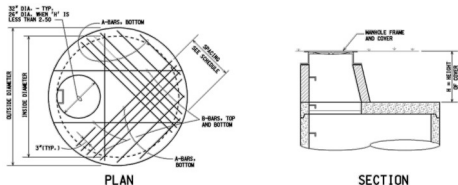
DESIGNED: J. RES
CHECKED: J. RES
APPROVED: J. RES

C-11.1

HARTLAND TOWNSHIP
STANDARD CONSTRUCTION DETAILS

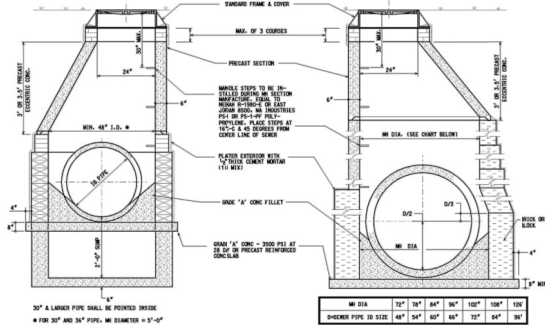
PAVEMENT STANDARDS

REV: 001/01/01 SCALE: NONE
DATE: 01/01/01 SHEET: 1 OF 1

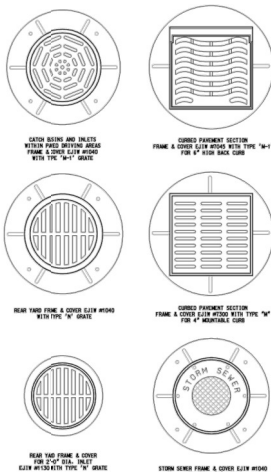


INSIDE DIA.	SLAB THICKNESS	MAX. HEIGHT OF COVER	A-BARS NO. SIZE	B-BARS NO. SIZE	SPACING	A-BARS TOP & BOTTOM	B-BARS TOP & BOTTOM
4'-0"	8"	6'-0"	143-46	2	8" x 2"	131-46	131-46
5'-0"	8"	6'-0"	163-46	2	8" x 2"	131-46	131-46
6'-0"	8"	6'-0"	183-46	4	8" x 2"	131-46	131-46
7'-0"	8"	6'-0"	173-46	6	8" x 2"	131-46	131-46
8'-0"	8"	6'-0"	193-46	8	8" x 2"	131-46	131-46
9'-0"	10"	6'-0"	1113-46	10	8" x 2"	131-46	131-46
10'-0"	10"	6'-0"	1313-46	12	8" x 2"	131-46	131-46

MANHOLE REINFORCEMENT DETAIL

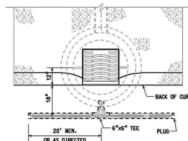


STORM MANHOLE FOR 48" PIPE AND LARGER

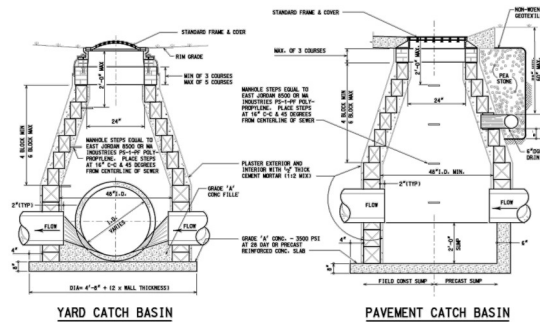


FRAME AND COVER

NOTE: ALL STORM COVERS TO HAVE "HUMP NO WATER" LETTERING AND THICK TRIM.

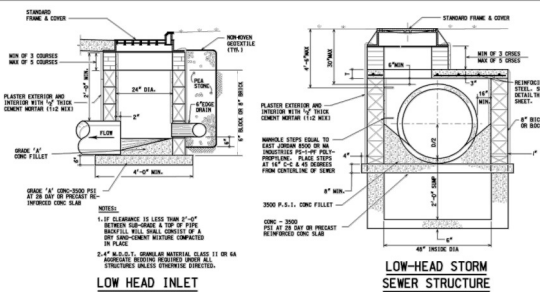


6" EDGE DRAIN



YARD CATCH BASIN

PAVEMENT CATCH BASIN



LOW HEAD INLET

LOW-HEAD STORM SEWER STRUCTURE



HRC

11-19-06 ADOPTED BY TOWNSHIP BOARD

DESIGNED	J. REC
CHECKED	J. REC
APPROVED	J. REC

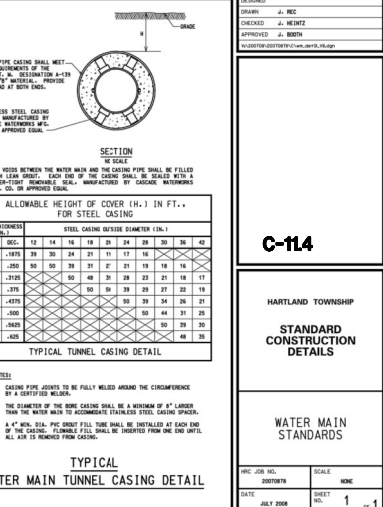
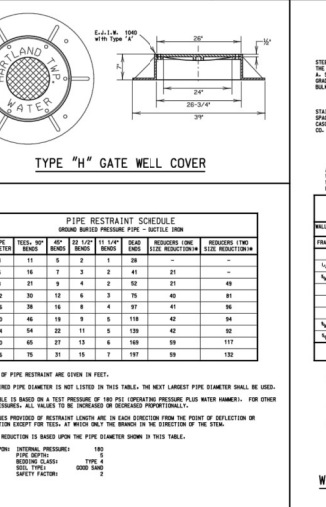
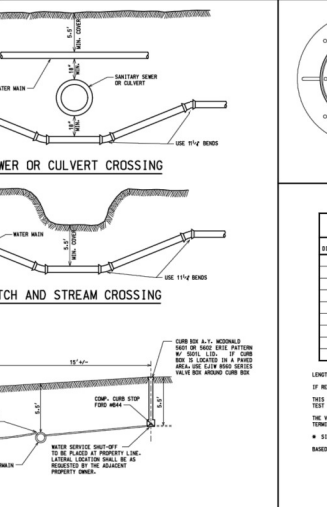
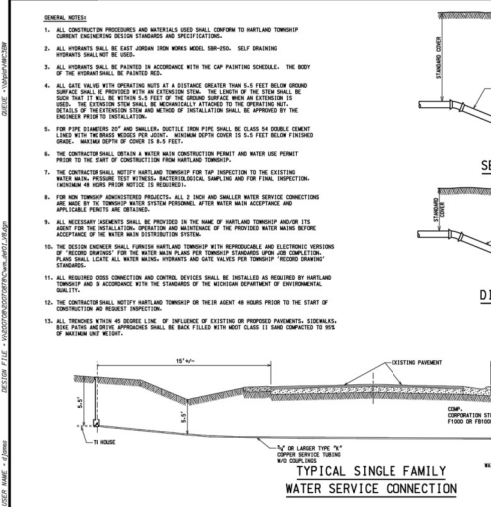
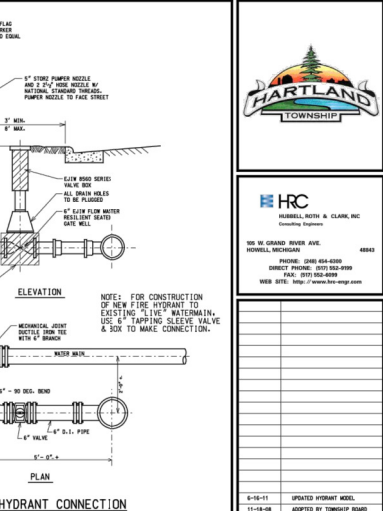
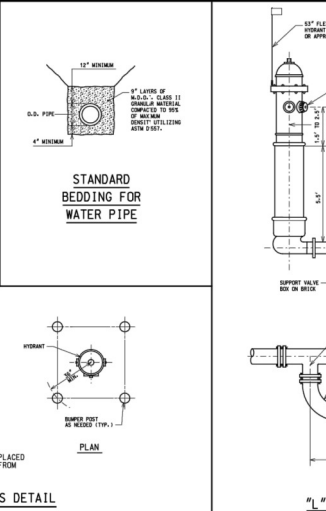
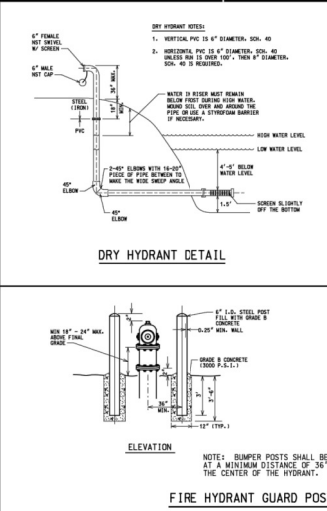
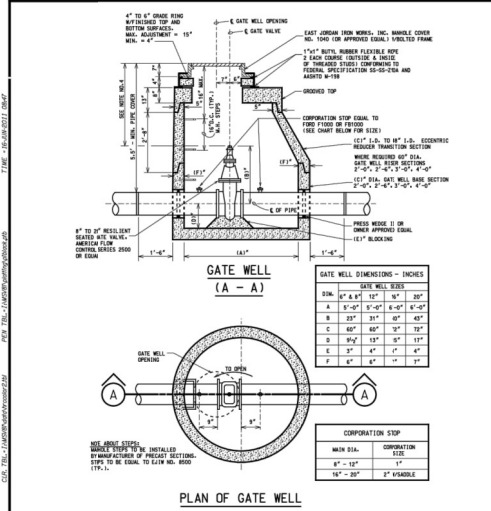
C-112

HARTLAND TOWNSHIP
STANDARD
CONSTRUCTION
DETAILS

STORM SEWER
STANDARDS

REV	DATE	BY	SCALE
1	06/01/06	AMT	1" = 12"





GENERAL NOTES:

- ALL CONSTRUCTION PROCEDURES AND MATERIALS USED SHALL CONFORM TO HARTLAND TOWNSHIP CURRENT ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS.
- ALL HYDRANTS SHALL BE EAST JORDAN FROM WORKS, INC. 500-001. SELF DRAINING HYDRANTS SHALL BE USED.
- ALL HYDRANTS SHALL BE PAINTED IN ACCORDANCE WITH THE CAP PAINTING SCHEDULE. THE BODY OF THE HYDRANT SHALL BE PAINTED RED.
- ALL HYDRANTS SHALL BE OPERATING WITH A DISTANCE GREATER THAN 6 FEET BEHIND CURB AND SURFACE SHALL BE PROVIDED WITH AN EXTENSION STEM. THE LENGTH OF THE STEM SHALL BE SUCH THAT IT IS IN WITHIN 0.5 FEET OF THE GROUND SURFACE WHEN AN EXTENSION IS USED. THE EXTENSION STEM SHALL BE MECHANICALLY ATTACHED TO THE STEM AND NOT DETACHED FOR INSTALLATION.
- FOR PIPE DIAMETERS 36\"/>
- THE CONTRACTOR SHALL OBTAIN A WATER MAIN CONSTRUCTION PERMIT AND WATER USE PERMIT PRIOR TO THE START OF CONSTRUCTION FROM HARTLAND TOWNSHIP.
- THE CONTRACTOR SHALL NOTIFY HARTLAND TOWNSHIP FOR PIPE INSPECTION TO THE EXISTING WATER MAIN PRESSURE TEST AT THE LOCATION OF THE PROPOSED WATER MAIN BEFORE ACCEPTANCE AND BEFORE ANY WORK PROCEEDS (15 BUSINESS DAYS).
- FOR NEW TOWNSHIP ADMINISTERED PROJECTS, ALL 2 INCH AND SMALLER WATER SERVICE CONNECTIONS ARE MADE BY THE TOWNSHIP WATER SYSTEM PERSONNEL AFTER WATER MAIN ACCEPTANCE AND APPLICABLE PERMITS ARE OBTAINED.
- ALL NECESSARY AGREEMENTS SHALL BE PROVIDED IN THE NAME OF HARTLAND TOWNSHIP AND ITS AGENT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF THE PROPOSED WATER MAIN BEFORE ACCEPTANCE OF THE WATER MAIN DISTRIBUTION SYSTEM.
- THE EXISTING GROUND SHALL BE FURNISHED TO THE CONTRACTOR WITH PROPOSED AND ELECTRICITY VARIATIONS OF THE EXISTING GROUND FOR THE WATER MAIN PLAN FOR TOWNSHIP STANDARDS AND FOR COMPLETION. PLANS SHALL BE FOR ALL WATER MAINS, HYDRANTS AND GATE VALVES FOR TOWNSHIP RECORD STANDARDS.
- ALL REMAINING GROUND CONNECTIONS AND CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED BY HARTLAND TOWNSHIP AND IN ACCORDANCE WITH THE STANDARDS OF THE HARTLAND DEPARTMENT OF ENVIRONMENTAL HEALTH.
- THE CONTRACTOR SHALL NOTIFY HARTLAND TOWNSHIP ON THEIR AGENT 48 HOURS PRIOR TO THE START OF CONSTRUCTION OR REPAIRS INSPECTION.
- ALL TRENCHES WITHIN 45 DEGREE LINE OF INFLUENCE OF EXISTING OR PROPOSED PAVEMENTS, SIDEWALKS, DRIVE PAVEMENT APPROACHES SHALL BE BACK FILLED WITH BEST CLASS II SAND COMPACTED TO 95% OF MAXIMUM DRY WEIGHT.

PIPE RESTRAINT SCHEDULE

GROUND BORED PRESSURE PIPE - BEST PRACTICE

PIPE DIAMETER (IN.)	TRENCH DEPTH (IN.)	MIN. BENCH	MIN. BENCH	MIN. BENCH	MIN. BENCH	MIN. BENCH	MIN. BENCH	MIN. BENCH	MIN. BENCH
4	18	5	7	9	11	13	15	17	19
6	18	7	9	11	13	15	17	19	21
8	21	9	11	13	15	17	19	21	23
10	24	12	14	16	18	20	22	24	26
12	24	12	14	16	18	20	22	24	26
14	24	12	14	16	18	20	22	24	26
16	24	12	14	16	18	20	22	24	26
18	24	12	14	16	18	20	22	24	26
20	24	12	14	16	18	20	22	24	26
24	24	12	14	16	18	20	22	24	26
30	24	12	14	16	18	20	22	24	26
36	24	12	14	16	18	20	22	24	26

LENGTH OF PIPE RESTRAINT ARE GIVEN IN FEET.

IF REQUIRED PIPE DIAMETER IS NOT LISTED IN THIS TABLE, THE NEXT LARGEST PIPE DIAMETER SHALL BE USED.

THIS TABLE IS BASED ON A TEST PRESSURE OF 150 PSI (OPERATING PRESSURE PLUS WATER HAMMER). FOR OTHER TEST PRESSURES, ALL VALUES TO BE INCREASED PROPORTIONALLY.

THE VALUES PROVIDED OF RESTRAINT LENGTH ARE IN EACH DIRECTION FROM THE POINT OF DEFLECTION OR TRENCHING EXCEPT FOR TRENCHING AT WHICH ONLY THE BENCH IN THE DIRECTION OF THE STEM.

* A 10% REDUCTION IN BENCH UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.

BASED UPON: JOINTING PRESSURE: 150 PSI
PIPE TYPE: 150 PSI
RESTRAINT CLASS: 150 PSI
SAFETY FACTOR: 2

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

STANDARD BEDDING FOR WATER PIPE

1\"/>

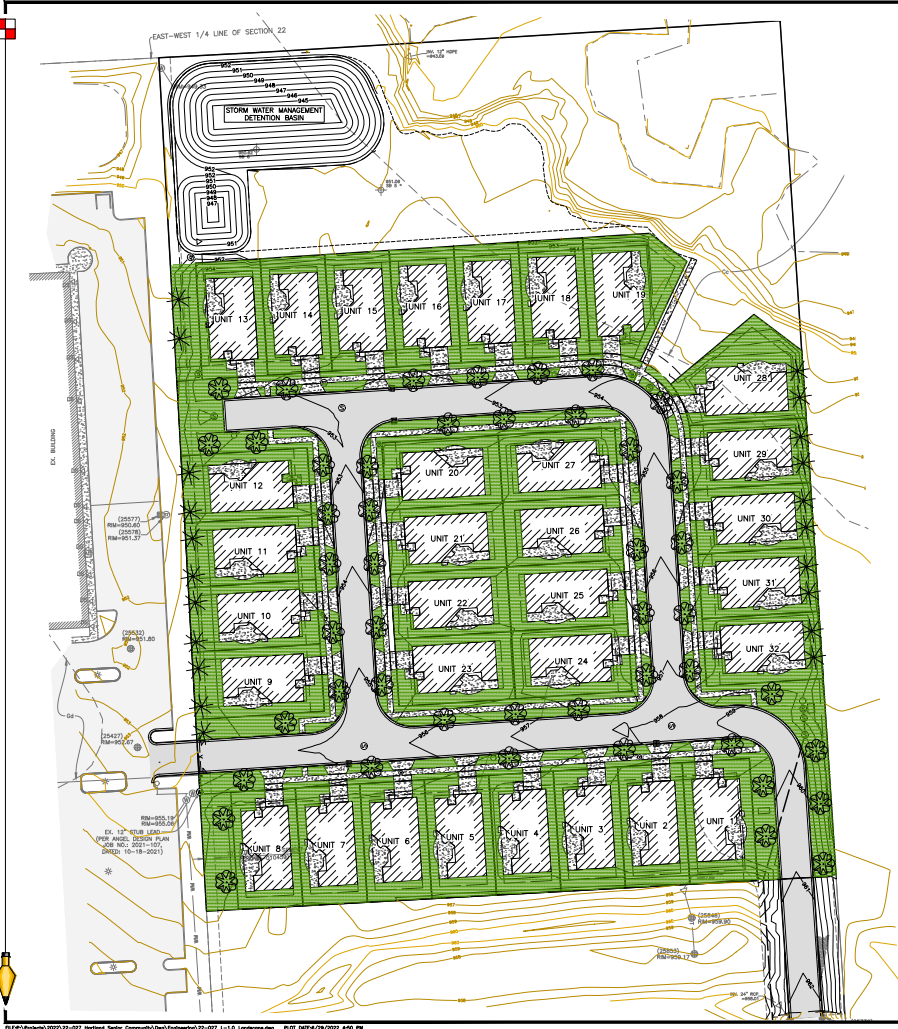


HRC
Consulting Engineers
100 W. GRAND AVENUE
HARTLAND, WISCONSIN 53029
PHONE: (262) 454-4000
FAX: (262) 454-4000
WEB: www.hrc-engineers.com

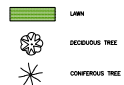
0-10-11 UPDATED HYDRANT MODEL
11-10-08 ADOPTED BY TOWNSHIP BOARD
DESIGN: J. HARTLAND
CHECKED: J. HARTLAND
APPROVED: J. HARTLAND
www.hartlandtownship.com

C-114
HARTLAND TOWNSHIP
STANDARD
CONSTRUCTION
DETAILS

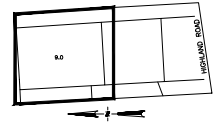
**WATER MAIN
STANDARDS**
REV. 01/11
SCALE: NONE
DATE: JULY 2008
SHEET NO. 1 OF 1



OPEN SPACE LEGEND



SHEET KEY



GENERAL PLANTING NOTES

- 1. ALL TREES TO HAVE CLAY OR LEAD BALLS. TREES WITH SAND BALLS WILL BE REJECTED.
- 2. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- 3. ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER. TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- 4. ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SOLO TREE OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- 5. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND. SYMMETRICAL IN SHAPE AND NOT DISGUISED FOR THE LAST FIVE GROWING SEASONS.
- 6. NO MACHINERY IS TO BE USED WITHIN THE DRAINAGE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRAINAGE OF EXISTING TREES.
- 7. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE CDR PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- 8. IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALKS AND PAVED AREAS.
- 9. ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED BARK MULCH. SEE SPECIFICATIONS.

MULCH

MULCH TO BE DOUBLED SHREDDED HARDWOOD BARK MULCH.
300 GROUND WOOD PALLET MULCH PERMITTED.

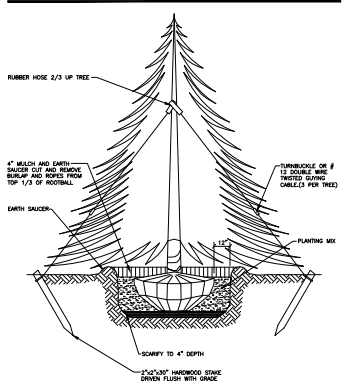
TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 6" DEPTH AND RETAIL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AND BED AREAS. SEE SPECIFICATIONS FOR SOURCE REQUIREMENTS.

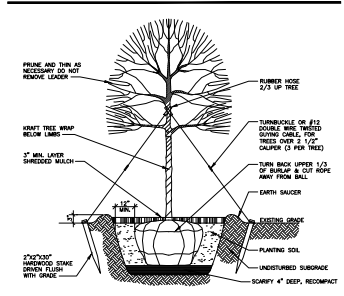
PLANT MIX

ALL PLANTING/PERMANENT BEDS TO RECEIVE:
1 - 6 CU. FT. BALE CANADIAN PEAT
1 - 40 LB BAG ORMANALITE
125 SPRINKLING 15-15-15 MULTI PURPOSE FERTILIZER
PER 100 SQ. FT. BED AREA

PLANTING DETAIL - CONIFER



PLANTING DETAIL - DECIDUOUS - 3" CALIPER & GREATER



THE VETERANS DRIVE
HARTLAND, WISCONSIN 53029
TEL: 262.782.1121
WWW.MEGA-DESIGN.COM

ALAN'S PRODES
ENGINEERS
ARCHITECTS
LANDSCAPE ARCHITECTS

CLIENT :

BAIG DEVELOPMENT LLC
2820 PINE WALK ROAD
REDFORD, WI 53080
248-381-4259

HARTLAND SENIOR COMMUNITY
HARTLAND ROAD
HARTLAND, WI 53029
248-381-4259

DATE	BY	REVISION
10/10/2022	ALAN	1.0
10/10/2022	ALAN	1.1
10/10/2022	ALAN	1.2
10/10/2022	ALAN	1.3
10/10/2022	ALAN	1.4
10/10/2022	ALAN	1.5
10/10/2022	ALAN	1.6
10/10/2022	ALAN	1.7
10/10/2022	ALAN	1.8
10/10/2022	ALAN	1.9
10/10/2022	ALAN	2.0

ORIGINAL DATE: 10/10/2022

PROJECT NO: 22-027

SCALE: 1" = 40'

FIELD: ADL, RZ

DRAWN BY: DC

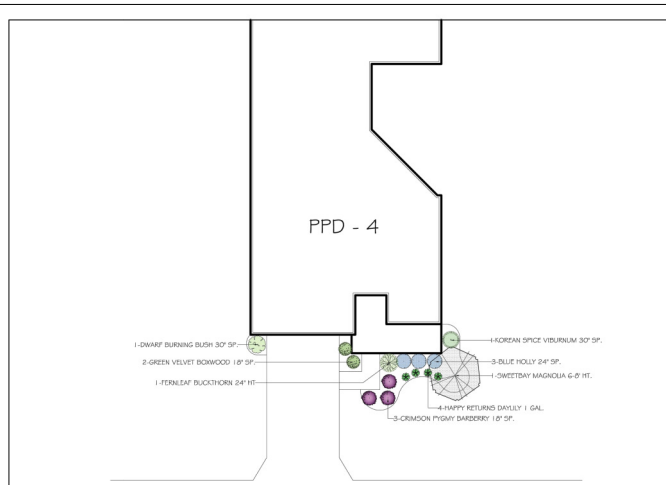
CHECK BY: DC

DATE: 10/10/2022

1-L10



COLUMBUS - FROMENADE III
REV. 04-21
2019 IPSC, LLC

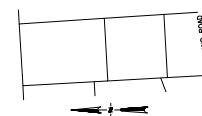


WILSON LANDSCAPE
LANDSCAPE ARCHITECTS & PLANNERS
10000 WILSON DRIVE
ANN ARBOR, MI 48106
TEL: 734-769-1111
WWW.WILSONLANDSCAPE.COM

Landscape Plan
Epon Communities
Detached Condominiums

DATE: 3/5/18
SCALE: 1"=12'
SHEET: AS
DRAWING NUMBER:

SHEET KEY



MEGA
THE VETERAN DRIVE
ANN ARBOR, MI 48106
TEL: 734-769-1111
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ALLAN W. PROSS
ENGINEER
ANN ARBOR, MI
1000 WILSON DRIVE
ANN ARBOR, MI 48106
TEL: 734-769-1111
WWW.MEGALANDSCAPE.COM

CLIENT :
BAIG
DEVELOPMENT, LLC
2510 FIVE MILE ROAD
REDFORD, MI 48239
SALIMBAI INC.
248-361-4259

LANDSCAPE PLAN
HARTLAND SENIOR COMMUNITY
HARTLAND SENIOR COMMUNITY
PART OF SW 1/4, SEC 22, T20N-R06E
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MI

DATE	REVISION	BY	DATE
3/5/18	1	AS	3/5/18

ORIGINAL DATE: 3/5/18
PROJECT NO: 22-027
SCALE: 1"=12'
FIELD: ASL, RZ
DRAWN BY: DC
CHECK BY: AP

L-11

NOT FOR CONSTRUCTION