



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, May 26, 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 Meeting Minutes of April 14, 2022
6. Call to Public
7. Public Hearing
 - a. Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – **REVISED**
Preliminary Site Plan dated February 24, 2022
8. Call to Public
9. Planner's Report
10. Committee Reports
11. Adjournment

HARTLAND TOWNSHIP PLANNING COMMISSION **DRAFT** MEETING MINUTES

April 14, 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, Mayer, McMullen, Mitchell, Murphy

Absent – Commissioner LaRose

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

A Motion to approve the April 14, 2022 Planning Commission Meeting Agenda was made by Commissioner Grissim and seconded by Commissioner McMullen. Motion carried unanimously.

5. **Approval of Meeting Minutes:**

a. Planning Commission Special Meeting Minutes of March 17, 2022

A Motion to approve the Special Meeting Minutes of March 17, 2022 was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously.

6. **Call to the Public:**

None

7. **Old and New Business:**

a. **Site Plan/PD Application #22-004**, Planned Development Concept Plan – Hartland Senior Community, a Single-Family Residential Planned Development (PD)

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

- Located just past Arena Drive on the north side of M-59 behind Bella Vita.
- Zoned CA Conservation Agriculture.
- Future Land Use Map (FLUM) designation is Multiple Family Residential.
- Residential Planned Development which requires a three-step process: Concept, Preliminary, and Final before both the Planning Commission and Township Board at each step.
- Concept Plan for a single-family residential Planned Development with thirty (30) detached condominium units.

The Applicant, Khurram Baig, of Baig Development, introduced himself stating he is working with Steve Peck of Epcon Communities out of Ohio.

- Project is geared towards the 55 and older market.
- Lock and leave, exterior is maintained by the Homeowner's/Condo Association.
- Units' outdoor area focuses more on the side yard courtyard rather than front or rear.
- Company is based in the Midwest but also has franchises.
- Constructed over 400 communities with over 30,000 houses.
- Offer a lifestyle of no mowing, no snow removal.

- Looking at adding trails or possibly a pavilion.
- Single-story living, two bedrooms, two baths standard with an option to add a third loft bedroom.
- Reduced traffic, no impact on schools.
- Upscale building materials.
- Side yard is the focal point for outdoor space which makes them unique from other products.
- Attached two-car garages. Twenty feet for driveways.
- Wetlands are being delineated. Gathering site information.
- More lots may be added if conditions allow but will still be under the allowed density.
- Sidewalks and a walkable accessible route to every unit.

Chair Fox referred to the staff memorandum dated April 7, 2022.

Proposed Concept Plan

General

- Parcel is 9.38 acres; typically, a Planned Development PD must be 20 acres. Waiver is requested which is not uncommon.
- Requesting thirty (30) detached condominium units which will be owner occupied.
- Setbacks
 - Front: 15 feet
 - Corner: 15 feet
 - Side: 5 feet
 - Rear: 10 feet

Commissioner Grissim asked what the setbacks for multiple family are.

Director Langer replied in multiple family developments, which may have many units, setbacks are typically twenty (20) feet between buildings but on several single-family residential parcels, a detached structure can be ten (10) feet from another structure which acts as a fire separation.

Chair Fox stated with a PD the Planning Commission has the option to vary from some of those setbacks.

Commissioner Murphy mentioned there is a letter from the Fire Department that mentions setbacks.

Director Langer confirmed the Fire Department has expressed concern over the buildings being ten (10) feet apart and has suggested each of these units have a fire suppression sprinkler system which would add considerable expense to the project. He believes they may be open to building materials that are higher quality with a more fire retardant aspect, which some may be, but they would not commit until they see the actual products being proposed.

Chair Fox stated in the past, Township Board members have not been in favor of requiring single-family residential home fire suppression, but there are new Board members now; however, requiring fire suppression in this type of housing will chase this and every other proposed single-family residential development out of the Township.

Commissioner Mayer mentioned in a development where occupants are likely to lower the heat and leave for a time during the winter months, the risk of water pipes freezing and breaking could be increased.

Proposed Density

Chair Fox stated the density here could be eight (8) units per acre, this request is approximately 3.13 per acre.

Public Road Access

Chair Fox stated access is planned via Bella Vita Drive connecting to M-59.

Director Langer stated Bella Vita came back to the Planning Commission to have it dedicated as a private road and it meets those standards.

Traffic Generation

Chair Fox stated this information will be provided at the next level.

Internal Vehicular/Pedestrian Circulation

Chair Fox stated a five-foot sidewalk is planned for both sides of the road.

Commissioner Murphy stated Hartland is a walkable community, and he likes the sidewalks planned out to M-59.

The Applicant stated there is no sidewalk along M-59 in front of Bella Vita so the connecting sidewalk could be eliminated so there would not be a sidewalk going to nowhere. Their goal was to connect the interior units.

Commissioner Murphy continued if there is a second egress to the west to Arena Drive, he would like to see a sidewalk connect there as well.

Utilities

Chair Fox stated water and sewer are there which would be required for a development this density.

Design Details

Chair Fox stated he does not believe a Pattern Book will be required as the brochure contains much of what is needed, what the units will look like and the materials that will be used.

Open Space

The Applicant stated the wetland area in the northeast corner provides much of the open space. As mentioned previously they hope to add walking paths to aid residential enjoyment of this smaller wetland area.

Commissioner Mitchell asked if in the next phase, ten-percent (10%) of the twenty-five-percent (25%) open space must be usable open space, he is interested in how that will be achieved.

The Applicant stated they hope to add a trail system for residents, but that is something they will have to look into before the next level of review.

Chair Fox suggested they provide an Open Space Plan and show the open space in green, the usable open space in a different color with the percentages of both listed.

Landscaping

Chair Fox stated there are no requirements at this time, but the Township likes good looking landscaping.

Commissioner Grissim stated she likes the location of the sidewalks that will allow for street trees between the curb and the sidewalk which have been a challenge lately. It really helps.

Exterior Lighting

Chair Fox stated exterior lighting and streetlights should be shown on the next plan.

Director Langer stated historically, the Lighting Ordinance has not been applied to single-family residential developments; in a commercial setting, all of the lighting has to be down shielded with the source of illumination not directly visible. He continued, here the lights on the garages will probably be visible as would any potential streetlights. He would enjoy getting comments from the Planning Commission on these items as they are not required.

Commissioner Grissim asked if streetlights are typically included.

The Applicant stated they might have some at the intersections, in this case that is probably all that would be done; otherwise, lighting is provided by the coach lights on the houses. It varies.

Chair Fox stated there is no requirement so it is up to the Applicant and what they would like to propose.

Recognizable Benefits

Chair Fox stated they are required to provide some kind of recognizable benefit to the community to allow this type of development to come in. They are working on it.

The Applicant stated they are providing a type of housing most communities need, otherwise people who need single-story living have to go somewhere else. This is a luxury product. The people who live here will be able to stay here and not go to another municipality.

Hartland Deerfield Fire Authority Review

Commissioner Murphy stated he is interested in the secondary means of egress.

Director Langer stated the proposed northernmost east-west drive is basically across from part of the Sports Arena parking lot. The Fire Department desires an emergency access, possibly gated, to the parking area but the property owners will need to discuss that possibility.

Chair Fox stated Bella Vita has a much higher population and one that might not be able to exit the building quickly in an emergency and they do not have a secondary access. He would like to have a conversation with the Fire Department.

Commissioner Grissim stated Arena Drive does not have a secondary access and the sports arena can have many people during events. An access would benefit both.

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Chair Fox mentioned the sports arena would lose several parking spaces if this were required. This is something that will have to be discussed. He has concerns about requiring one.

Commissioner Grissim stated it was something looked at when the Arena Drive project was approved.

Chair Fox stated if the access agreement cannot be achieved, he would not want that issue to be a death blow to this project.

Commissioner Murphy mentioned fire trucks have a turning radius which may impact which road section could be used.

Commissioner Grissim asked why the Ordinance has a size minimum of twenty (20) acres for a PD.

Director Langer stated he was not at Hartland when this Ordinance was drafted but generally speaking, when a Planned Development is proposed, there are many benefits for a development project. The regular zoning standards do not apply, and some normal standards are waived in situations where the community gets a project they would not be able to have. A Township does not want to run the risk of every lot requesting to be a PD allowing that property to not comply with the normal standards. There has to be some kind of parameter to limit the use of the PD.

Commissioner Mayer asked if this project is requesting a five (5) foot setback, what the normal side setback would be.

Director Langer stated in the CA Conservation Agriculture zoning district, the side setback is fifteen (15) feet, with a two (2) acre minimum lot size, and two hundred feet of road frontage. If it were rezoned to multi-family, the side setback is either fifteen (15) or twenty (20) feet between buildings, he cannot recall exactly.

Commissioner Mayer asked about the information from the Fire Department relating to fire safety and the five (5) foot setback.

Director Langer replied the email stated their desire to see structures built with a fire suppression system, sprinkled.

Commissioner Mayer stated he would suggest the discussions with the Fire Department happen early in the design process so these concerns can be managed without costly redesigns.

Chair Fox asked the Applicant if they do many projects with five (5) foot setbacks.

The Applicant stated they do them everywhere and even less in Texas, some with three (3) foot setbacks there.

The Planning Commission briefly discussed options for fire safety.

Commissioner Mayer asked what is planned for an entry feature.

The Applicant stated it will be minimal as there is no visual to M-59, but it will be landscaped.

Commissioner Mayer asked about the front setback.

The Applicant stated the sidewalk was moved closer to the road, so it is fifteen (15) feet to the edge of the right-of-way but twenty (20) feet to the garage.

Director Langer clarified the sidewalk is within the right-of-way, so the twenty (20) feet is to the edge of the sidewalk.

The Applicant stated sidewalks are typically about one (1) foot into the road right-of-way, instead of one (1) foot these are five (5) feet.

Commissioner Mayer asked what that leaves between the sidewalk and the curb.

The Applicant stated it is approximately eight (8) or nine (9) feet where typically it is twelve (12) or thirteen (13) feet.

The Applicant stated there is still enough greenbelt between the road and sidewalk to have street trees. They are balancing the spatial requirements with the road right-of-way being so wide.

Commissioner Murphy stated the following:

- Good discussion with several good points.
- Good looking product if they feel there is a demand.
- Likes the layout.
- Interested to see what is to come.
- He is in favor of what he is seeing right now.

Commissioner Mitchell stated the following:

- Supportive of the plan.
- Envisions this to be similar to Fiddler Grove which sold out very quickly so obviously there is a demand for the product being offered.
- Homes look very nice.
- No reason to object.

Commissioner Grissim stated she has the same comments and asked if parking would be allowed on the street.

The Applicant stated on-street parking will be allowed, on-street parking graphics could be provided to demonstrate the number of spaces and the available distance to pass through.

The Planning Commission briefly discussed parking, other developments, and additional parking options.

Commissioner Mayer stated he loves the floor plan and that it is a proven product.

Commissioner McMullen stated she likes it too and asked where their development site was located up north.

The Applicant stated there are other developments in Michigan, but they may not be single-family detached homes as shown here; they have a quad product where the garages are attached in a pinwheel design in other areas.

Chair Fox stated the following:

- He likes the project.
- He likes the product.
- He thinks there is a need for it.
- It is a little different than what is available currently.
- They have heard enough about how the community is aging and there is no place to go.
- Fiddler Grove is close to this and sold out very quickly.
- He supports it and thinks there is a market for it.

Commissioner Murphy added the side terrace is unique and very private. It is something he has not seen before. He asked if there are others like this one around the country.

The Applicant stated there are approximately ninety (90) or so. When they return, they will bring additional information on the other communities with courtyards to give a true sense of what they are like.

Commissioner McMullen stated she would be interested in seeing photos of the oldest communities as well.

The Applicant requested a formal letter from the Fire Department so that they can address the issues raised as soon as possible.

Chair Fox suggested setting a meeting with the Fire Department, staff and the Applicant.

The Applicant asked that it be set as soon as possible as the Fire Department is usually the one that is the hardest to please.

Chair Fox reiterated meeting in person might be better than exchanging emails.

Director Langer stated he does not think the Fire Department has any idea of the building materials being proposed; they are looking at this and have those concerns. He too thinks it will be worthwhile and will work to set up that meeting.

Director Langer also stated these are owner occupied units; the owner is responsible for the building and the roof, but the association is responsible for the lawn and landscaping. An owner would not pay an association fee toward a roof they may never replace.

Chair Fox thanked the Applicant for coming and for considering Hartland.

b. Site Plan Application #22-005 – Amend the 7th Amendment to Hartland Towne Square Planned Development Agreement

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

- Hartland Towne Square near the intersection of US 23 and M-59
- Approved as a Planned Development with several ensuing amendments.
- The 7th Amendment was to address a drive-through business.
- When originally created, there was a limit in the PD on the number and type of drive-through businesses allowed.
- Lifestyles have changed, the necessity of drive-through options are a reality.
- The 7th Amendment was done in 2019 to increase the number of potential drive-through businesses, was approved by both the Planning Commission and the Township Board.
- It was discovered there were internal issues with some of the property owners and the developer, and there was some unwillingness to sign the 7th Amendment. It was never officially executed.
- Although those internal issues did not rise to the level of not wanting new development, those property owners were hoping not signing would help bring both parties to the table to work through their issues, none of which involve the Township.
- One of the recent projects was a drive-through coffee shop who wanted to work with the property owners, one of which was Meijer, to execute the 7th Amendment.
- There was some success getting RPT and Meijer to agree; however, Meijer legal counsel offered some slight revisions to the 7th Amendment which now must be reapproved by all parties including the Planning Commission and Township Board.
- The revisions included the drive-through only pertaining to lots 10 and 11, and the allowance for coffee shops being increased by one (1).
- There is an 8th Amendment which totally eliminates the limitations on drive-throughs, but the Township is still waiting and hoping for both Meijer and RPT to come to an agreement and sign off on that amendment.
- In the interim, the Township is effectively ratifying a new version of the 7th Amendment.

Chair Fox stated there is a tremendous amount of history here; rather than going through the review letter, he encouraged the Planning Commission to ask questions.

Director Langer added the 8th Amendment was included in the packet materials.

The Planning Commission discussed the following:

- The original Planned Development agreement requires both Meijer and the developer, now RPT, to both sign any amendments.
- Issues are related to the visibility of signage; Meijer would like to make changes to the existing signage, and RPT, being concerned about the considerable cost in doing so, would like to get more businesses into the development prior to making any changes to the signage.
- A new sign drawn by the two parties was previously approved by the Township, but the two parties still cannot agree.
- Amendment will take care of the recent coffee shop approved.
- Already approved by the Township before.

Commissioner Grissim offered the following Motion:

Move to approve amended language of the 7th Amendment to the Hartland Towne Square Planned Development Agreement, as outlined in the staff memorandum dated April 7, 2022.

Seconded by Commissioner Mitchell. Motion carried unanimously

8. Call to the Public:

None

9. Planner Report:

None

10. Committee Reports:

Director Langer stated the Ordinance Review Committee is close to having a draft of the Landscape Ordinance amendment. A Planning Commission work session might be more appropriate than a regular meeting for this discussion.

11. Adjournment:

A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 8:14 PM.

Hartland Township Planning Commission Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – **REVISED** Preliminary Site Plan dated February 24, 2022

Date: May 19, 2022

Recommended Action

Move to recommend approval of Site Plan Application #20-011, the Preliminary Planned Development Site Plan for the Villas of Hartland, subject to the following:

1. The Preliminary Planned Development Site Plan for the Villas of Hartland, SP #20-011, is subject to the approval of the Township Board.
2. Waiver request for substitution of evergreen trees for 50% of the required canopy trees in the greenbelt area (Hacker Road), is approved.
3. Waiver request to plant street trees within the Unit Envelope, behind the 12-foot-wide public utility easement, is approved.
4. Waiver request to use existing deciduous and evergreen trees, in combination with new trees, along the north and south boundaries of the site, to fulfill the screening and buffering requirements of the Ordinance, is approved.
5. The applicant shall adequately address the outstanding items noted in the Planning Department’s memorandum, dated May 19, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
6. 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.
7. (Any other conditions the Planning Commission deems necessary)

Discussion

Applicant: Joseph Rotondo

Site Description

The subject property is located east of Hacker Road, north of Highland Road (M-59), and west of the single-family, residential planned development commonly known as Walnut Ridge Estates (Planned Development), and Grumlaw Church (8457 Highland Road). The site is comprised of two (2) parcels, with a combined total of approximately 24.51 acres, in Section 19 of the Township. The northern parcel (Parcel ID #4708-19-300-013) is approximately eleven (11) acres in size. The southern parcel (Parcel ID #4708-19-300-014) is approximately 13.51 acres. Both parcels are currently zoned CA-Conservation Agricultural.

The Future Land Use Map (FLUM) designates each parcel as Medium Suburban Density Residential (MSDR).

The property has approximately 855 feet of frontage along Hacker Road, a public road under the jurisdiction of the Livingston County Road Commission LCRC). Hacker Road is paved north of Highland Road to approximately the southern property line of the subject site, and then converts to a gravel road. The plans show a proposed extension of the paved surfacing on Hacker Road for approximately 380 feet, which terminates approximately 80 feet beyond the entrance to the proposed development, and then converts to gravel.

The applicant has provided an Impact Assessment dated February 24, 2022, with information on the natural features. Currently the property has open field areas and wooded areas along the north, east, and southeast property lines. Trees are shown along Hacker Road and are to be removed. The submitted plans show several on-site wetland areas (Existing Conditions and Clearing Plan), with several wetland areas labeled as "Regulated Wetland." The Impact Assessment provides more information on the wetlands. The applicant has not provided documentation that the wetland areas have been reviewed by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding their regulatory status or permit requirements.

East of the subject property is a planned development which includes Grumlaw Church (formerly Venture Church) and Walnut Ridge Estates Planned Development (PD), which is a single-family residential planned development with 65 site condominium units. The planned development, approximately 76 acres in total size, was approved in 2013 under Site Plan Application #511. Approval included the construction of the church complex initially and the anticipation of a future residential use, to be developed on vacant land north of the church site.

Walnut Ridge Estates PD was approved in 2016, as an amendment to Site Plan Application #530. The single-family residential PD consists of 65 site condominium units on the land north of Grumlaw Church, which is approximately 42 acres in area. All 65 condominium units have been constructed.

North and south of the proposed planned development the adjacent parcels are zoned CA-Conservation Agricultural and are occupied with single-family homes.

The Future Land Use Map (FLUM) designates the adjacent parcels (north, south, and east) as Medium Suburban Density Residential (MSDR).

Hacker Road is the western boundary of Hartland Township. Properties west of Hacker Road are in Oceola Township and are zoned Agricultural Residential per the Oceola Township zoning map. A church is located southwest of the project site and single-family homes are located on the west side of Hacker Road, north of the church.

Site History

The subject property consists of two (2) separate tax parcels, totaling approximately 24.51 acres. Both parcels are under the same ownership of Hacker Road LLC, which acquired the property in 2016 under a land contract. It appears that both properties have been farmed in an agricultural manner and have never been developed.

Site Plan Application #19-007 Hacker Road Planned Development (PD) – Concept Plan

The Concept Plan for Hacker Road Planned Development (now called Villas of Hartland PD) was discussed under Site Plan Application #19-007. The Planning Commission reviewed the project on

September 12, 2019, followed up by the Township Board's review at their meeting on October 1, 2019.

Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – Preliminary Site Plan (dated January 29, 2021)

The Preliminary Site Plan for the Villas of Hartland PD was reviewed by the Planning Commission under SP #20-011, at the public hearing held on March 11, 2021. The site plan showed fifty-five (55) condominium units. Several topics were discussed at the meeting which could potentially lean toward design changes to the plans, such as the location of a secondary emergency access drive, stormwater management plans, and landscaping. The Planning Commission chose not to make a recommendation at the public hearing on March 11, 2021, and SP #20-011 was not presented to the Township Board. As a result, the Preliminary Site Plan as presented to the Planning Commission on March 11, 2021, was not approved by the Township.

Site Plan Application #20-011 Villas of Hartland Planned Development (PD) –Revised Preliminary Site Plan (dated February 24, 2022)

The applicant has submitted revised plans for the SP #20-011, dated February 24, 2022, which are discussed in this memorandum. The revised plan shows fifty-seven (57) condominium units. The applicant's summary letter dated April 5, 2022, states the following changes have been completed on the proposed development plans:

- Road connection to Walnut Ridge Estates has been eliminated.
- An emergency access drive to Hacker Road has been provided.
- A more efficient road alignment has been designed, reducing the number of internal intersections.
- The existing wetland adjacent to Hacker Road has been delineated and surveyed.

The applicant also notes a landscape waiver request (dated March 1, 2021) and written summaries pertaining to recognizable benefits of the proposed planned development (letter dated January 27, 2021) were previously provided as part of the site plan application for the March 11, 2021 public hearing and still apply to the current Preliminary Site Plan request.

Planned Development Procedure

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a Planned Development (PD). 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 Township 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. Given the requirements for publishing a notice for the planned development, the public hearing to review the revised plans has been scheduled for the May 26, 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 and the planned development agreement.

Overview of the Preliminary Plan and Proposed Use

The applicant has submitted a revised Preliminary Site Plan for a fifty-seven (57) unit single-family residential site condominium planned development, to be completed in two (2) phases. The property is approximately 24.51 acres in size. The previous plan proposed fifty-five (55) dwelling units, resulting in an estimated density of 2.24 dwelling units per acre (55 units ÷ 24.51 acres).

The revised plan shows fifty-seven (57) dwelling units, resulting in an estimated density of 2.33 dwelling units per acre (57 dwelling units ÷ 24.51 acres). More discussion on density is provided in the next section of this memorandum.

Public access to the development is via Hacker Road, with a boulevard entrance that is gated. Internal circulation is provided via private roads, with each road terminating in a cul-de-sac. A gravel surfaced, emergency access drive is proposed, from Pastir Lane to Hacker Road, on the west side of the site. The emergency access is gated at the Hacker Road right-of-way line and shown as twenty-two (22) feet wide. A detailed cross-section or profile drawing of the emergency access drive was not provided.

A gated, boulevard entrance provides access to the development via Hacker Road. A conceptual drawing is provided. Per the applicant the gates will be equipped with an electronic eye which will automate the opening and closing of the gates. The opening of the gates will be likely controlled by IR motion sensor or proximity loop in the pavement, per the applicant's explanation from the previous submittal. Details are not provided on the plans. Additional information will be required on how the gates for the emergency access drive operate. Clarification should be provided by the applicant and potentially be detailed in the Master Plan.

Phase 1 includes the construction of units 1-37, which are generally located in the western and northern areas of the site.

Phase 2 shows the construction of units 38-57 generally located north and south of Morelli Court (central and southern areas of the site).

The residential units are shown with dashed lines and labeled as "Typical unit envelope." The envelope dimensions are stated as 46 feet wide and 80 feet deep, or approximately 3,680 square feet (0.084 acres) in area. Building setbacks are not stated or shown, nor is the distance between buildings/structures. Staff assumes the intent of the proposed unit envelope is that each residential structure and associated accessory structures, including pools and sheds, will be located within the envelope; however, the applicant should provide clarification on this matter. Lot coverage within the unit envelope is not stated on the plans.

The distance between unit envelopes, at the closest point (front line facing the street), is generally fourteen (14) feet. Distances between unit envelopes vary at the side and rear sides of the envelope. The front setback along a street is not stated on the plan however most of the unit envelopes are placed twenty-five (25) feet as measured from the building envelope to the edge of the 66-foot-wide right-of-way private road easement.

The applicant submitted plans for three types of residential buildings (elevations and floor plans) to be constructed. All show a combination of brick and siding with front entry garages. The floor area ranges

from 1,840 square feet (ranch style) to 2,100 square feet (Cape Cod and Colonial, 2-story). Presumably, these design and architectural elements are included in the by-laws.

A conceptual drawing of a development entry sign is shown and consists of stonelike material and wood.

A proposed retention basin and associated forebay are shown in the northwest corner of the development.

Open space areas are shown on the south side and in the center of the development.

Municipal sanitary sewer and water service will be extended to the proposed development from the existing connections provided at the east property line. The applicant will need to work with the Livingston County Drain Commissioner's office on municipal sanitary sewer and Hartland Township regarding municipal water service. Additionally, the applicant will need to work with the Hartland Township Public Works Department to acquire the necessary Residential Equivalent Units (REU's) for this development.

The Livingston County Department of Public Works provided a letter dated February 21, 2020, stating the proposed Hacker Road development was not part of the existing sewer district. As a result, a capacity evaluation was completed in order to assess impacts to the existing pump station and receiving sewers. The capacity study revealed that the existing pump station does not have adequate capacity to serve an additional fifty-five (55) homes, and two (2) pumps will need to be replaced. The developer will be required to pay for the necessary upgrades. An updated study or communication from the applicant or LCDC has not been provided for this project, and the development that is now proposing fifty-seven (57) homes.

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. The applicant previously provided information on this topic in the letter dated January 27, 2021.

- 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 outlines the community benefits that the Villas of Hartland PD will provide as listed below:

- Preservation of natural features as open space areas.
- Provision of a low to no maintenance community that is in demand in Hartland Township by professionals and senior citizens.
- Luxury homes comprised of high-quality materials.
- Residents of the development may provide an increase in utilization of local businesses as they engage in the Hartland community.
- Provision of vehicular and pedestrian connections to the adjacent residential development, Walnut Ridge Estates PD, plus sidewalks are provided within the Villas development (not applicable to the current design).
- Extension of municipal sanitary sewer and water service to accommodate the proposed development, built to the Township and County standards.

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

The proposed project is approximately 24.51 acres in size, thus complying with the minimum size requirement.

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 proposed development is accessed from Hacker Road, which is an existing public roadway capable of supporting the proposed development. Hacker Road is under the jurisdiction of the Livingston County Road Commission (LCRC). A review letter from LCRC, dated September 29, 2020, outlines their comments and lists the required modifications to the proposed plans dated September 1, 2020. The applicant has provided reviews from the LCRC for the current set of plans for the proposed private road and emergency access from Hacker Road.

The proposed development will connect to the existing municipal sanitary sewer and water service leads at the common border with Walnut Ridge Estates. The proposed parcels have been previously included in modeling exercises for water capacity, however the study was based upon only forty (40) units. A subsequent review of the water capacity will be required to ensure adequate capacity with the water system for the total fifty-seven (57) units. The water capacity study is to be managed by Hartland Township Public Works Department. The DPW has outlined the number of water and sewer REU'S that will be required for the proposed development, in the letter dated May 16, 2022.

In 2020 a capacity study for municipal sanitary sewer was completed by the Livingston County Drain Commissioner's (LCDC) office, based on the previous development design with fifty-five (55) homes. Per the LCDC letter dated September 29, 2020, the developer will be required to upgrade the existing pump station with the purchase and installation of two new (2) pumps. This is required to provide the capacity needed to take on the additional flow from fifty-five (55) homes. An updated review from the LCDC has not been provided based on the new plan with fifty-seven (57) homes.

Traffic generation was discussed during the review of the Concept Plan for this development (SP #19-007). The Planning Commission determined that a Traffic Study was not required as the components are already in place with the recent addition of a traffic signal at Hacker Road and Highland Road.

The Hartland Deerfield Fire Authority will provide fire protection and will review the proposed plans for fire hydrant placement and other fire safety issues. A review letter for the project, dated May 12, 2022, has been provided. The Fire Authority will work with the applicant on the emergency road, associated gates, and maintenance agreement.

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 Medium Suburban Density Residential (MSDR) on the adopted 2015 Future Land Use Map. The MSDR designation envisions a density of 1 to 2 units per acre (0.5-1 acre per dwelling unit). Using the gross acreage of 24.51 acres, the Preliminary Plan proposes a density of 2.24 dwelling units per acre, which exceeds the density allowed in MSDR.

As a comparison, Fiddler Grove Planned Development was approved with a density of 2.78 dwelling units per acre. Walnut Ridge Estates Planned Development was approved with a density of 1.52 dwelling units per acre. Both of these developments are designated as Medium Suburban Density Residential (MSDR) on the adopted 2015 Future Land Use Map. The applicant notes that the proposed development provides a greater amount of open space than is minimally required by the ordinance standards.

- 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.*

The applicant has provided a copy of the Warranty Deed which shows the sole ownership of the subject property (two parcels) is under Hacker Road, LLC.

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 two (2) parcels that comprise the proposed PD are designated as Medium Suburban Density Residential (MSDR) in the Township's Comprehensive Plan/FLUM. This designation is intended to provide slightly denser neighborhoods with larger lot homesites, when compared with other single-family residential categories in the Comprehensive Plan such as Estate Residential or Low Suburban Density Residential. These neighborhoods tend to be more suburban than rural in character. Walnut Ridge Estates PD, Hartland Estates, San Marino Estates, Meadow View Estates, Fiddler Grove, and Autumn Woods are examples of existing single-family developments that are located within the MSDR designation.

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

As noted previously, the Preliminary Plan proposes a density of 2.33 dwelling units per acre, and exceeds the density allowed for in the MSDR, which allows for a density of 1 to 2 units per acre. Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in dwellings on a site in recognition of outstanding attributes as listed in this section. The Township Board in its sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission.

In this case if the planned development land area could accommodate forty-nine (49) dwellings (24.51 acres x 2 units per acre), in accordance with the Comprehensive Plan, the planned development plan could include up to 69 dwellings (49 + 20 additional dwellings) if a maximum bonus (40% increase) were awarded by the Planning Commission and Township Board (40% x 49 =

20 additional dwellings; $49 + 20 = 69$ dwellings). The proposed development has fifty-seven (57) dwelling units; thus, consideration of a density bonus is applicable.

The applicant is of the opinion that the project meets the density bonus criteria outlined in Section 3.1.18.C.iv.d., in that the residential density for the proposed development enhances the compatibility with the existing land use on adjacent land. In this case Walnut Ridge Estates PD abuts the Villas project on the east and is a single-family residential planned development, with a similar density (slightly lower density). Additionally, a greater amount of open space is provided in the proposed planned development, than the minimum requirements specified by the Township.

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

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

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

Setbacks	Minimum PD Standard	Proposed setback*	Complies Yes/No
Along Hacker Road	50 ft.	95 ft. (Unit 1)	Yes
Along perimeter, but not adjacent to a road (east, north, & south property lines)	40 ft.	40.2 ft. (east) 49.6 ft. (north) 44.0 ft. (south)	Yes Yes Yes
Along an internal collector or local road	40 ft.	12.0 ft. – proposed setback from private street ROW	No

* As measured to closest point of unit envelope

- 5. Distances Between Buildings.** Spacing requirements for buildings in a planned development are outlined in Section 3.1.18.C.vi.b. *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 of fifteen (15) feet on both sides.*

The plan shows unit envelopes, within which all structures are to be located. Building footprints are not provided within the unit envelopes. The closest spacing between unit envelopes is fourteen (14) feet. If the house in each unit was at the unit envelope line, the distance between the structures could potentially be as close as fourteen (14) feet. This would not meet the minimum required spacing standards for single-family structures in a planned development. Per Section 3.1.18.C.vi.a., modification to yard setback requirements may be approved by the Township Board upon recommendation from the Planning Commission, upon making the determination other setbacks would be more appropriate.

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

Scaled building elevations were not provided however the designs include a typical 2-story, cape cod, and ranch style houses, thus staff would assume the building height meets the ordinance requirements.

7. **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 the landscape standards outlined in Section 5.11 (Landscaping and Screening).

8. **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 42% 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 24.51 acres, this would equate to a minimum of 6.13 acres of open space, with a minimum of 2.45 acres of useable open space.

The revised Preliminary Plan states the proposed open space is 44% of the site, or approximately 10.71 acres; and 3.08 acres as useable open space, or 12.6% of the site. The Open Space Plan shows useable open space (cross-hatched areas) along a southern portion of the frontage of Hacker Road, along the south side of the site, and in the center of the development. Details on what amenities are provided in the useable open space areas are not noted.

9. **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.*

An Impact Assessment, dated February 24, 2022, was submitted by the applicant. The assessment report notes that there are several wetland areas on the subject site. The Existing Conditions and Clearing Plan indicates two (2) regulated wetland areas in the easterly portion of the site which will not be filled. In the western portion of the site, one (1) regulated wetland area is shown and will be retained. The non-regulated wetland area on the south will be filled. A wetland area is shown near the east property line. Approximately one-half of the wetland area is on the subject site and the other portion is off-site. The plans do not state if this wetland is regulated or non-regulated. The plans

indicate that grading and construction activities are occurring in a portion of the wetland area, which are related to the extension of utilities.

The applicant did not provide information on whether the wetland areas were reviewed by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) or not, regarding the delineation and/or the regulatory status of the wetland areas. In 2021 a complaint was filed with EGLE regarding the project. A representative from EGLE contacted the Township and requested a copy of the plans for the project, which the Township provided. EGLE did not provide comments to the Township prior to the public hearing on March 11, 2021, however EGLE is aware of this development.

A Tree Inventory was conducted for portions of the site, including the north and south property lines, and in the proposed right-of-way on Hacker Road. The Existing Conditions and Clearing Plan shows tree clearing in some areas on the south and north, and areas around the two (2) regulated wetlands on the east side of the site. A portion of the wooded area in the southeast corner will be retained. Some existing trees on the north and south property lines will be retained and used as part of the required screening, per the applicant. Existing trees along Hacker Road will be removed.

- 10. 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 sidewalk is shown on both sides of each private road within the development. Crosswalks are shown at the main development entrance. The 5-foot sidewalk along each side of Morelli Court extends to the west property line of the development at the Hacker Road entrance. The sidewalks could connect to any future pathways or sidewalks on Hacker Road.

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. Stormwater and Drainage Systems.

The applicant has stated stormwater runoff will be collected by catch basins, conveyed through a storm sewer system, and discharged to a forebay and retention basin in the northwest corner of the site. The stormwater plans are subject to review and approval by the Livingston County Drain Commission office.

- 2. Fiscal Impacts.** The applicant has provided a response to this topic stating the proposed development will bring revenue to the Township via taxes which will also benefit the school district. Residents in the development may also have a positive impact on businesses in the Township as they become patrons of Township businesses.

- 3. Other.** Following is a discussion of design details not previously discussed in this memorandum.

Internal Vehicular Circulation

The sole public access to the development is via Hacker Road which has a boulevard entrance that is gated. Two (2) private roads provide internal circulation (Morelli Court and Pastir Lane), each ending in a cul-de-sac at the eastern end.

A secondary emergency access is provided to Hacker Road via a gravel drive from Pastir Lane. The 22-foot wide gravel access is gated with emergency access gates. Elevation drawings are provided for the access gates for the primary entrance on Hacker Road and the emergency access gate at Hacker Road.

Section 5.23.5 (Minimum Private Road Standards) of the Zoning Ordinance, states that private roads serving more than twenty-four (24) parcels, or twenty-four (24) dwelling units or any combination thereof equaling twenty-four (24), shall have at least two points of access to a public road. This standard would be applicable to the proposed planned development with fifty-seven (57) dwelling units.

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, which requires the private road to be constructed consistent with public road requirements of the Livingston County Road Commission. 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 Township Engineer's review letter dated April 15, 2022 speaks to the design of the proposed private road.

Landscaping (Section 5.11)

The Landscaping and Screening requirements of Section 5.11 apply to a Planned Development, including in this case the screening/buffering requirements between the proposed residential development relative to the lower-density developments adjacent to the subject site, on the north and south. The applicable sections of Section 5.11 are as follows:

A. Landscaping of Divider Medians (Sec. 5.11.2.A.vii.) –

- Required – minimum of 1 canopy tree or evergreen tree and 6 small shrubs for the initial 25 feet, PLUS 1 additional canopy or evergreen tree and 4 additional medium shrubs for every increment of 25 lineal feet (divider median is 120 lineal feet). EQUATES TO: 5 trees (canopy and/or evergreen trees) and 29 medium shrubs
- Proposed – 2 trees are proposed; lawn may be proposed but is not labeled
- Meets Requirement – **TBD**
- Comment – Due to the fact that the divider island has an entrance sign, entrance gates, and 2 street light poles, the available area for the required landscaping is limited. Staff is recommending 2 canopy trees and lawn be planted in the divider island. **Planning Commission to determine if staff's recommendation meets the intent of the Ordinance.**

B. Greenbelt Landscaping (Sec. 5.11.2.C.i.) –

Along Public or Private Road right-of-way – Hacker Road frontage- NORTH of development entrance

- Required – within the first 30 feet of the property, 1 canopy tree for every 30 ft of lineal frontage; PLUS 3 small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial 40 ft., and 1 additional ornamental tree or large shrub per 20 ft. thereafter. Street frontage (Hacker Road) = 563 linear feet. EQUATES TO: 19 canopy trees; 29 additional ornamental trees or large deciduous or evergreen shrubs REQUIRED
- Proposed – 9 canopy trees; 12 evergreen trees; 0 ornamental trees; 35 large deciduous shrubs, located within the first 30 feet of the property
- Meets Requirement? – **No, for the number of required canopy trees (19 required; 9 proposed); plus 12 evergreen trees proposed. The number of evergreen trees = 57% of the trees**

- **Comment – The applicant had requested a waiver to allow the substitution of evergreen trees for 50% of the required canopy trees, per the waiver request from 2021. The current percentage of evergreen trees is 57%. Planning Commission to consider the waiver request and make a determination.**

Along Public or Private Road right-of-way – Hacker Road frontage- SOUTH of development entrance

- Required – within the first 30 feet of the property, 1 canopy tree for every 30 ft of lineal frontage; PLUS 3 small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial 40 ft., and 1 additional ornamental tree or large shrub per 20 ft. thereafter. Street frontage (Hacker Road) = 194 linear feet. EQUATES TO: 7 canopy trees; 11 additional ornamental trees or large deciduous or evergreen shrubs REQUIRED
- Proposed – 4 canopy trees; 4 evergreen trees; 0 ornamental trees; 14 large deciduous shrubs, located within the first 30 feet of the property
- Meets Requirement? – **No, for the number of required canopy trees (7 required; 4 canopy trees proposed); plus 4 evergreen trees proposed.**
- **Comment – The applicant has requested a waiver to allow the substitution of evergreen trees for 50% of the required canopy trees. Planning Commission to consider the waiver request and make a determination.**

C. 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.
- Proposed – a minimum 1 canopy tree per unit, planted between the unit envelope and the internal sidewalk
- Meets Requirement? – **TDB; street trees are planted farther than 15 feet from the roadway (back of curb)**
- **Comment – The applicant has requested a waiver to plant the street trees within the Unit Envelope, behind the 12-foot-wide public utility easement. Planning Commission to determine if the proposed street tree locations are acceptable.**

D. Buffering or Screening (Sec. 5.11.2.G.i.) – Screening between Land Uses (north and south property lines where abutting single-family zoned properties)

- Required – evergreen trees planted in a staggered or clustered pattern with varying tree heights
- Proposed –
North: for the first 280 feet from Hacker Road right-of-way (NW corner of site), single row of existing evergreen trees in proximity of the north property line, possibly located on the adjacent property (Parcel ID #4708-19-300-010). Beyond that point there is an existing tree screen along the north property line (mix of deciduous trees) which the applicant intends to preserve.
South: two proposed berms (3- to 4-foot-high berms) with a mix of canopy trees, evergreen trees, and ornamental trees; a 2-foot-high berm with a mix of trees. East of the last berm there is an existing tree screen (mix of deciduous trees), mostly in the southeast corner of the site, which the applicant intends to preserve and have it count toward the screening requirement.
- Meets Requirement? – **TBD; the proposed screening on the south is a mix of deciduous and evergreen trees, and not an evergreen screen as required; proposed evergreen trees are not staggered or clustered, and varying heights of evergreen trees are not provided.**
- **Comment – The applicant has requested a waiver to use existing deciduous and**

evergreen trees, in combination with the proposed trees, along the north and south boundaries of the site, to fulfill the screening and buffering requirements of the Ordinance. Planning Commission to determine if the existing tree stock can count as satisfying the screening requirement. If counted as part of the screening requirement, staff would suggest protective fencing be provided in all applicable areas and be shown on the construction set of plans.

E. 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 deciduous or evergreen shrubs, OR 6 large deciduous or evergreen shrubs or ornamental trees must be planted for every 50 ft. of pond perimeter. Pond Perimeter - approx. 883 lineal ft. EQUATES TO: 18 canopy or evergreen trees, and 180 medium shrubs, or 108 large shrubs or ornamental trees
- Proposed – 24 trees (9 deciduous and 15 evergreen trees); 117 large shrubs
- Meets Requirement? – Yes
- Comment – (none)

Street Lighting

Street lighting is proposed, and the plans include a detail drawing of the light pole and light fixture. The plan shows two (2) street poles (double head) in the divider median at the main entrance into the development at Hacker Road. The light bulb in the light fixture is not fully shielded, however the Ordinance does not provide standards for outdoor lighting for single-family residential zoning.

Architecture/Building Materials (Sec. 5.24)

Architectural standards for façade materials are not provide for single-family residential buildings. The proposed façade materials include brick and siding options however specific product information was not provide on the plans.

Other Requirements-Zoning Ordinance Standards

Nothing additional at this time.

Hartland Township DPW Review

A review letter is provided from the Hartland Township DPW Director, dated May 16, 2022.

Hartland Township Engineer’s Review (Spaulding DeDecker - SDA)

The Township Engineer (SDA) has reviewed the Preliminary PD plans and recommends approval subject to items being addressed in the letter dated April 15, 2022.

Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has reviewed the plans and provided comments in the letter dated May 12, 2022. Approval is subject to the contingencies being addressed as outlined in the letter.

Attachments:

1. DPW review letter, dated 05.16.2022 – *PDF version*
2. Township Engineer (SDA) review letter, dated 04.15.2022 – *PDF version*
3. Hartland Deerfield Fire Authority letter, dated 05.12.2022 – *PDF version*
4. Applicant’s response letter dated 01.27.2021– *PDF version*
5. Landscape waiver request letter dated 03.01.2021 – *PDF version*

6. Applicant's summary letter dated 04.05. 2022 – *PDF version*
7. Impact Assessment dated 02.24.2022
8. Master Deed 04.02.2022
9. Condominium Bylaws 04.02.2022
10. LCDC letter dated 02.21.2020 – *PDF version*
11. LCRC letter dated 09.29.2020– *PDF version*
12. LCRC Emergency Access Road review dated 11.17.2021
13. LCRC Private Road review dated 01.17.2022
14. Planning Commission minutes dated 03.11.2021 – *PDF version*
15. Site Plans dated 02.24.2022

CC:

SDA, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

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

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2020 Planning Commission Activity\Site Plan Applications\SP #20-011 Villas of Hartland PD Prelim Plans\2022 Submittals\Staff reports\PC staff reports\SP #20-011 staff report PC 05.19.2022.docx



DEPARTMENT OF PUBLIC WORKS

Michael T Luce, Public Works Director
2655 Clark Road
Hartland MI 48353
Phone: (810) 632-7498
Fax: (810) 632-6950

TO: Planning Department
DATE: May 16, 2022
DEVELOPMENT NAME: Villas of Hartland
PIN#: 4708-19-300-013 and 4708-19-300-014
APPLICATION #: SP# Unknown
REVIEW TYPE: Site Plan

The Department of Public Works (DPW) has reviewed the *Villas of Hartland* development site plan in regards to municipal utilities.

Municipal Water

Parcels 4708-19-300-013 and 4708-19-300-014 associated with the development were never part of the municipal water district within Hartland Township. The proposed site plan would require 57 sewer REU's for full build out. All parcels seeking municipal water connection outside of the service district are required to undergo a capacity study to be managed by Hartland Township Public Works Department. It has been recently discovered the proposed parcels have been previously included in modeling exercises based upon only 40 units, and a subsequent review of the water capacity will be required to ensure adequate capacity within the water system for the total 57 units.

Municipal Sewer

Parcels 4708-19-300-013 and 4708-19-300-014 associated with the development were never part of the municipal sewer district within Hartland Township. The proposed conceptual plan would require 57 sewer REU's for full build out. All parcels seeking municipal sewer connection outside of the service district are required to undergo a capacity study to be managed by the Livingston County Drain Commissioner's office. A preliminary review has been conducted, yet the Livingston County Drain Commission may require a formal review to ensure sewer capacity. Subsequently the lift station on M59 will have to be upgraded at the developers expense to handle the added capacity.

REUs

According to the Township's records, Parcel 4708-19-300-013 nor 4708-19-300-014 do not have any REUs (Resident Equivalency Units), and therefor will be required to purchase the required REU's as each structure building permit is approved. The conceptual plan indicates 57-units, which based upon 2022 rates, will require 57 water REU's (\$5,816.01 each) and 55 sewer REU's (\$9,439.20 each) for a total of \$869,546.97 for the entire development. The developer may purchase the REU's prior to each structure being built in accordance with the REU pricing at the time of the building of each structure.

At this time, subsequent plans should include the following:

- Utility easements noted as public.

Please feel free to contact me with any further questions or comments regarding this matter, and thank you for your time.

Michael Luce
Public Works Director

April 15, 2022

Troy Langer
Planning Director
Hartland Township, MI

Re: The Villas of Hartland Site Condominium – PD Site Plan Review
SDA Review No. HL22-109

Dear Troy:

We have received the preliminary site plan submittal for the above referenced project prepared by Desine, Inc dated February 24, 2022 and received by our office on April 11, 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 the west side of Hacker Road, north of Highland Road (M-59). It is noted as 18.16 acres total area. The site is currently vacant with several regulated and unregulated wetlands. The proposed development will construct an intersection at Hacker Road for two private roads to support a housing development.

Hartland Township Standard Detail Sheets are to be attached to the proposed plans when applicable.

B. Water Main

An existing water main of unknown size is located northeast of proposed Unit 17 of the site plan. Final approval of the water main connections will require knowing the size of the existing water main to the east of the proposed development. It should be demonstrated that there is sufficient capacity in the existing water system to handle the proposed development.

A 12” and 8” water main is proposed along Pastir Lane and Morelli court connecting to the existing water main of unknown size. The 8” water main branch is approximately 575 feet and terminates at a hydrant. Per Hartland Township standards, dead end mains must end with a hydrant and a gate valve and well. Also, a 12” water main is proposed with the improvements to Hacker Road along the eastern side of the right-of-way that will extend to each adjacent property of the proposed development to the north and south. Gate valves shall be spaced such that not more than 24 single family homes or two hydrants shall be out of service within a section of isolated water main.

All proposed water main is to be separated from sanitary and storm sewer by 10 feet. The proposed water main will be captured in a 20 foot wide easement. The hydrant layout must be reviewed and approved by the Hartland Fire Marshall.

C. Storm Drainage

Storm water runoff is to be captured via catch basins along the proposed roadway and along rear yard drains. The storm water will enter a proposed retention basin via a proposed forebay before entering the main basin. The bottom of the proposed basin is to be excavated to existing porous material and backfilled with acceptable material. An emergency overland overflow is proposed on the western side of the basin and will outlet to the Hacker Road Right-of-Way ditches. The ultimate outlet of the emergency overflow appears to be an existing body of water located to the west of Hacker Road.

All storm water design calculations are to follow Hartland Township and Livingston County Drain Commissioner standards and details. No outlet retention basins require soil borings and infiltration testing within the basin footprint. LCDC standards are to be following for requirements of the soil borings and infiltration testing.

Offsite surface runoff shall not be trapped along the development perimeter. If the existing runoff from adjacent properties path onto the proposed site, the retention basin and proposed storm sewers must be sized to accommodate.

D. Paving

Two proposed private roadways (Pastir Lane and Morelli Court) are shown to be 30 feet wide (BOC to BOC) with 5 foot wide sidewalks on either side of the roadways. Each roadway terminates at a cul-de-sac with a BOC radius of 55 feet. Both roadways are located in the center of a proposed 66 foot wide roadway right-of-way. There is a 12 foot wide easement for public utilities shown on either side of both roadways.

Private road shall meet the requirements of Hartland Township Zoning Ordinance Article 30.00. Private roads longer than 600 feet shall provide one or more additional easements to facilitate the development of a continuous road network. Morelli Court meets the 600 foot max length but Pastir Lane extends past the intersection with Morelli Court approximately 1050 feet.

E. Sanitary Sewer

A proposed public sanitary sewer is shown on the utility plan within a proposed 25 foot wide easement. The proposed sewer will connect to an existing sanitary manhole east of proposed Unit 18. 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.

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. 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.
3. Copy of Livingston County Road Commission approval and permit.

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.

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

RECOMMENDATION

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

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

May 12, 2022

To: Planning Commission
Hartland Township
2655 Clark Road
Hartland, MI 48353

Re: Application for Site Plan, for Villas of Hartland

Based upon review of the site plan dated February 24, 2022, and electronically sent over by the Hartland Township on April 11, 2022, the project was drawn as being within the requirements for accessibility **contingent** upon the following:

- There is a maintenance agreement that specifies year around accessibility on the emergency vehicle access road leading out to Hacker Road from Pastir Lane. **(AHJ Requirement)**.
 1. The current maintenance agreement shows that:
 - 4. Maintenance.** Each Party shall bear the full cost of repairing and maintaining the access drive on its own premises. Each Party agrees to keep its access drive in a reasonable state of repair so that normal access to and across the Easements on each Parcel is not impeded. This should be changed to reflect that the Villas of Hartland are the responsible party since the connection to Walnut Ridge is no longer going to happen.
 2. The maintenance agreement must include a vertical clearance of 13'6" and a minimum of 22' width on both the shared private drive as well as the emergency vehicle access. This includes snow removal and any other maintenance to preserve the roadway in a constant drivable condition.
- Crash gates are not an acceptable option for entrance into any gated community. A supra brand lock box shall be permanently mounted on the gate to ensure emergency access if a power outage occurs. Recommendation is for a dead man switch similar to Hartland Estates. Order form for the Supra Key box is provided by the fire department **(AHJ Requirement)**. **Section 506.1.1 Locks and Key switches.**
- Cul-de-sac radius appears to be 75' which is within specifications.
- Width of roadways within the sub are according to specifications.

The Fire Marshals Office **approves with the above contingencies*** the submittal of the Site Plan Application for the Villas of Hartland. Any revised drawings affecting the Fire Department must be submitted for review.

Yours In Fire Safety,

Jenn Whitbeck
Fire Inspector

January 27, 2021

VIA ELECTRONIC MAIL

Township of Hartland
Attn: Martha Wyatt
2655 Clark Road,
Hartland, Michigan 48353

Re: Villas of Hartland Condominium Project

Dear Ms. Wyatt:

We are writing you in response to the correspondence you sent to Mr. Wayne M. Perry regarding the written documentation needed to move forward with the above-referenced development. In this correspondence, you requested a written summary from the applicant regarding the recognizable benefits of this panned development. There are many recognizable benefits of this development. This type of low to no maintenance community is exactly what a large majority of the public, specifically professionals and senior citizens, is currently looking for. The aforementioned citizens are attracted to these communities because they do not have to worry about cutting the grass, shoveling the driveway, watering the grass, etc. As for the benefits to the township, this community will drive new people into the community, which will increase the utilization of local businesses within the township.

As for your request for a statement regarding unified control of the development and legal documents of single ownership, please find the Warranty Deed dated February 1, 2016, enclosed. This Warranty Deed shows the sole ownership of the property in question by Hacker Road, LLC, a Michigan limited liability company. Therefore, this development is under single ownership and unified control.

In response to your request for the written summary regarding any outstanding design attributes that could result in the award of a density bonus, the proposed development would fall under Section 3.1.18(C)(iv)(d) and (e) of the Hartland Township Zoning Ordinance. The proposed development falls under these Sections because the proposed arrangement enhances the compatibility of proposed development with existing or planned land use on adjacent land and the proposed development proposes a greater amount of open space than is minimally required by the Township. The proposed development will also contain luxury real estate, using high quality materials. The developer will also be providing sidewalks throughout the community to give the members of the community a place to walk, ride bikes and enjoy the outdoors.

As to your request for a written explanation as to the need for the gated development, particularly the need for the emergency gates on the East, the simple answer is that the public likes them. The gates help the prestige of the subdivision, and makes the members of the community feel more secure, especially for families with children that play outside. It shall also be emphasized that the gates on the East are not meant to be emergency gates. My previous development, Hartland Estates, is also a gated community and has been very successful. The gates will also have an

electric eye, and the opening and closing of the gates will be automated. The presence of the gates will also slow down traffic through the community.

This proposed development will also bring in more revenue for the Township. Not only will this development be bringing in new families to the area, but due to the increase in the population, the Township will also see an increase in taxes collected. In addition to the increase in tax revenue, local businesses will also benefit from the proposed development. As more families and homeowners move into the area, local businesses will also see an increase in the traffic coming in and out of their business. There will also be many new senior citizens that will move to the area to be in these luxury, no maintenance homes. These senior citizens will be paying taxes, which will go to the school district, without utilizing these services. This increase in tax revenue to the schools without an increase in the utilization of the services should help the school district financially.

Should you have any questions or concerns, please feel free to contact us.

Very truly yours,

HACKER ROAD, LLC,
a Michigan limited liability company,

Joseph M. Rotondo, Member



March 1, 2021

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

Re: Villas of Hartland
Landscape waiver request

Dear Mr. Langer:

The proposed landscape plan for Villas of Hartland has been prepared depicting landscaping to satisfy the intent of the Township Zoning Ordinance. Strict compliance with the Zoning Ordinance is not always feasible, or provide a benefit to the development or the community. We are requesting waivers for deviations from strict compliance with three specific landscape requirements of the ordinance. Specific deviations are requested as follows:

A greenbelt is required along the public road frontage for Hacker Road. Section 5.11.2.C.i.b. of the Zoning Ordinance specifies the planting of Deciduous trees in the greenbelt. The proposed landscape plan depicts planting 50% Evergreen trees and 50% Deciduous trees as allowed with approval of the Planning Commission. We are requesting the Planning Commission approve this modification as allowed by the Ordinance.

We are not able to plant required street trees within 15 feet of the back of curb as required by Section 5.11.2.C.ii of the Zoning Ordinance. The area between the back of curb and the front Unit line is 17 feet in width, containing a sidewalk and either a sanitary sewer main or a water main, in accordance with Hartland Township Engineering standards. The Zoning Ordinance does not allow planting trees within 10 feet of a utility main. We request the Planning Commission approve planting of street trees within the Unit area, behind the 12-foot wide public utility easement.

Screening and buffering between the proposed development and the adjacent properties to the North and South, as required in Section 5.11.2.G. of the Zoning Ordinance, is provided by a combination of existing trees and proposed Evergreen and Deciduous plantings. Existing trees along both the North and South property lines will provide a buffer for a majority of the property line. The adjacent parcel to the North of the property has an existing single-family residence with an outbuilding located near the Northwest corner of the project. The residential home will be screened by both existing trees and proposed landscaping. The adjacent parcel to the South of the

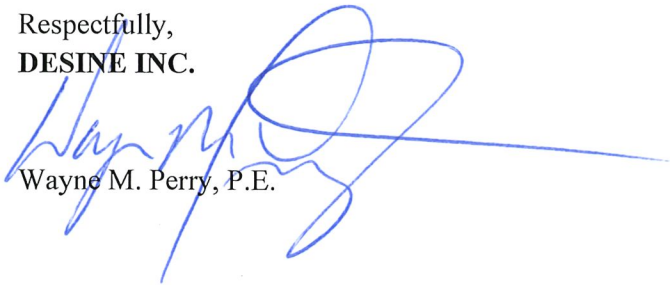
Troy Langer
March 1, 2021
Page 2

property has a barn near the property line and a single-family residential home farther to the South. The site will be adequately screened by both existing trees and proposed landscaping. We request the Planning Commission consider the landscape buffers proposed and determine they meet the intent of the ordinance for the proposed development.

We are requesting consideration and approval of the landscape waivers as requested for this project.

Should you have questions pertaining to the project, please contact me at your convenience.

Respectfully,
DESINE INC.

A handwritten signature in blue ink, appearing to read "Wayne M. Perry", with a long horizontal line extending to the right.

Wayne M. Perry, P.E.

152775\Landscape Waiver request letter 03-01-2021



April 5, 2022

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

Re: Villas of Hartland, Preliminary PUD resubmittal

Dear Mr. Langer:

We have revised the plans and supporting documentation for the Villas of Hartland. Plans have been revised to address comments previously provided. The following substantive changes have been completed to the proposed development plans:

- Road connection to Walnut Ridge has been eliminated
- An emergency access drive to Hacker Road has been provided
- A more efficient road alignment has been designed, reducing the number of internal intersections
- The existing wetland adjacent to Hacker Road has been delineated and surveyed.

Supporting documentation pertaining to the development

- Draft Master Deed and Bylaws have been prepared for the development
- Sight distance evaluation approvals from the Livingston County Road Commission for both the primary entrance and the emergency access
- Written summaries were previously provided pertaining to recognizable benefits of the proposed planned development, unified control of the development, outstanding design attributes, need for a gated development and fiscal impacts of the development.
- Landscape waiver request was previously provided

Enclosed are five sets of revised plans, Master Deed, Bylaws and LCRC sight distance approvals for review and consideration. Should you have questions pertaining to the project, or if additional information is required, please contact me at your convenience.

Respectfully,
DESINE INC.


Wayne M. Perry, P.E.

Encl: Preliminary PUD plans – revised 02-24-2022
Livingston County Road Commission sight distance reviews
Master Deed – revised 04-02-2022
Bylaws – revised 04-02-2022

VILLAS of HARTLAND
Hartland Township, Michigan
Site Plan Application

IMPACT ASSESSMENT

Owner:
Hacker Road LLC
20771 Randall
Farmington Hills, Michigan 48336

Prepared by:
DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114

A. INTRODUCTION

This impact assessment has been prepared pursuant to Article 6, Section 2 – IMPACT ASSESSMENT of the Zoning Ordinance for the Township of Hartland, Livingston County, Michigan. This assessment addresses the impact of the proposed residential site condominium subdivision on the surrounding community and the economic condition and social environment of the Township. The site consists of 24.51 acres of property located on the East side of Hacker Road, North of M-59/Highland Road, as shown on Figure 1.

The site plan as submitted presents the proposed single-family residential units, private roads, and utilities. Fifty-seven (57) units are proposed on site, including private roads.

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

B. SITE CONDITIONS & DESCRIPTION

The site, 24.51 acres in area, is currently zoned Conservation Agriculture (CA), and is located on the East side of Hacker Road, approximately nine hundred feet North of the intersection of Hacker Road and M-59/Highland Road. The site is vacant and contains several stands of trees, several small wetland areas, and fallow fields. The Existing Conditions Plan provides a detailed overview of the existing site features.

Adjacent parcels North and South of the property are zoned CA, and are currently occupied by single family homes. The parcel directly to the East is zoned as a Planned Development (PD) and contains a church on the South and single-family residences to the East of the proposed site. Homes are serviced by a private road network that will provide a secondary access to the proposed Villas of Hartland development. The homes in the existing planned development are served by public water and sewer service which have been extended to provide service to the Villas of Hartland.

The site plan as submitted presents the proposed residential units, private roads, and utilities. Fifty-seven (57) single family residential units are proposed on site, including private roads for access. The proposed private road system will also provide an emergency vehicle access from Hacker Road. Private roads within the Villas of Hartland will be accessed from Hacker Road. Sanitary sewer and water service for the proposed development will be extended from connections provided at the East property line. Drainage for the site will be provided by a storm sewer network connecting to a retention basin adjacent to Hacker Road.

The property is accessed from Hacker Road, a public road under the jurisdiction of the Livingston County Road Commission. Hacker Road is paved from Highland Road to the Southerly property line of the property. The developer is proposing to extend the bituminous surface on Hacker Road from the South line of the development to beyond the proposed entrance to the Villas of Hartland.

Woodlands on site are comprised primarily of farm field border tree lines with a wooded area in the Southeast corner of the property.

Topography on site rises uphill from Hacker Road, East to a high point located approximately two hundred feet West of the East property line. Drainage flows to several onsite and offsite wetland areas. Along the North side of the site, drainage flows Northerly to offsite wetland areas. No significant impact is anticipated to adjacent properties due to offsite drainage as storm water runoff from the developed portion of the property will be collected and discharged into the retention basin. Proposed grades at the property boundaries will match existing topography.

The site plan depicting the proposed site improvements is provided in Figure 2.

C. IMPACT ON WETLANDS

Several small wetland areas exist on site. Wetland areas in the Easterly portion of the property are regulated. Wetland area in the West portion of the property is also regulated. A non-regulated wetland area at the South end of the property will be filled as a part of the proposed construction of the development. The existing wetlands previously accepted drainage from the site and proposed drainage is designed to be accommodated within the proposed retention basin.

In areas where the wetlands will remain between homes, storm drain structures will be constructed to act as overflow structures. These structures will direct any overflow into the retention basin.

Offsite wetlands will not be negatively impacted by designing drainage areas on the proposed development to be equal to or less than their pre-development area. The site will be graded to match existing grades at the property lines to ensure that drainage continues to flow to its pre-development end points.

D. IMPACT ON SURROUNDING LAND USES

Properties to the North and South are zoned Conservation Agricultural (CA). These parcels are occupied by single family residential homes. The parcel to the East is zoned as Planned Development (PD) and is developed as a single-family residential site condominium. The

property immediately Southeast of the proposed development is being occupied by a church, also zoned PD. Properties on the West side of Hacker Road are located in Ocoola Township. The Ocoola Township zoning map depicts this area is zoned Agricultural Residential. Property to the Northwest is occupied by single family homes and land to the Southwest contains a church.

The Hartland Township Future Land Use Plan designates the property for Medium Suburban Density Residential. The future land use plan identifies surrounding property as having the same designation. This designation indicates a future use of single family homes on lots of a half-acre up to one acre. The proposed development conforms to the density anticipated in the future land use plan.

The proposed land use for single-family residential homes served by public utilities is consistent with proposed Planned Development (PD) zoning. PD zoning allows for flexible usage of the land for different types of developments, including single family residential. PD zoning enables the proposed development to make better use of the natural features of the site and incorporate them into the open spaces proposed.

The landscaping and architecture proposed will allow this site to be developed to compliment the surrounding areas and provide visually appealing areas for residents. The proposed development is designed to have minimal impact on the surrounding existing land uses.

Open spaces within the proposed development have been designed to protect a significant number of trees and other vegetation, as well as the regulated wetlands on site. These open spaces provide not only a buffer space between lots and roadways, but visual relief and natural drainage control.

Ambient noise levels on and around the property are largely generated by traffic along M-59/Highland Road. The proposed development containing individual residential homes will not significantly impact ambient noise in the area.

The proposed units within the development do not extend to the project boundaries, allowing for natural vegetation to be preserved as a buffer. Existing vegetation will provide a visual and auditory barrier between the proposed development and existing homes.

Lighting on the site will be limited to street lighting and residential light sources from the proposed homes. All street lighting will be shielded and down directed on the site. Residential lighting from the homes will be minimal and will not adversely impact nearby homes.

The proposed homes in the development will be designed to meet with the Township's architectural standards to provide a visually unified and harmonious neighborhood. Neighboring homes will be taken into consideration when choosing the available home designs and floor plans available in the proposed development.

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

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established. Dust control measures used during construction may consist of site watering, mulching of completed areas, installation of windbreak fencing, and application of chemical dust control materials.

E. IMPACT ON ENVIRONMENTAL FEATURES

Regulated wetlands will be protected during construction. A non-regulated wetland area on the site will be filled. Wetland areas being preserved on the site will be provided with overflow structures to maintain the wetland elevations and prevent flooding. Site grading will be designed to match existing grades at property lines to ensure that drainage flow to offsite wetlands will not be adversely affected by this proposed development.

The site does contain a wooded area in the southeast corner of the site. The majority of trees in the southeast corner of the parcel will be preserved.

The site does not contain any major wildlife areas or habitat areas that will be significantly impacted by the development.

Soil erosion and sedimentation control measures will be installed prior to construction to ensure sediment from construction activities does not leave the site. Silt fence will be erected prior to any construction activity at the edge of all disturbed areas and will remain through the completion of the project. Sediment collection traps will be installed at all proposed storm drainage structures to prevent sediment from becoming trapped in the pipe system and preventing proper function. A stone tracking pad will be installed at the construction entrance to prevent construction vehicles from tracking sediment from the site onto roadways. After construction has been completed, the site will be stabilized, seeded and a vegetative cover re-established.

F. IMPACT ON PUBLIC FACILITIES AND SERVICES

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

The Hartland Deerfield Fire Authority will provide fire protection. No fire hydrants currently exist on site. The proposed site will include seven fire hydrants spaced to provide coverage to all proposed lots on site. An additional three fire hydrants will be installed along the extension of water main along Hacker Road

The proposed single-family homes would likely add new students to the local public school system.

G. IMPACT ON PUBLIC UTILITIES

The property is not currently being serviced by public water and sewer services.

Water service to the site will be provided by connecting to an existing water main stub from the existing adjacent residential development to the East. Sanitary sewer service to the site will be provided by connecting to the existing sanitary sewer system in the existing adjacent residential development to the East.

H. IMPACT ON DRAINAGE

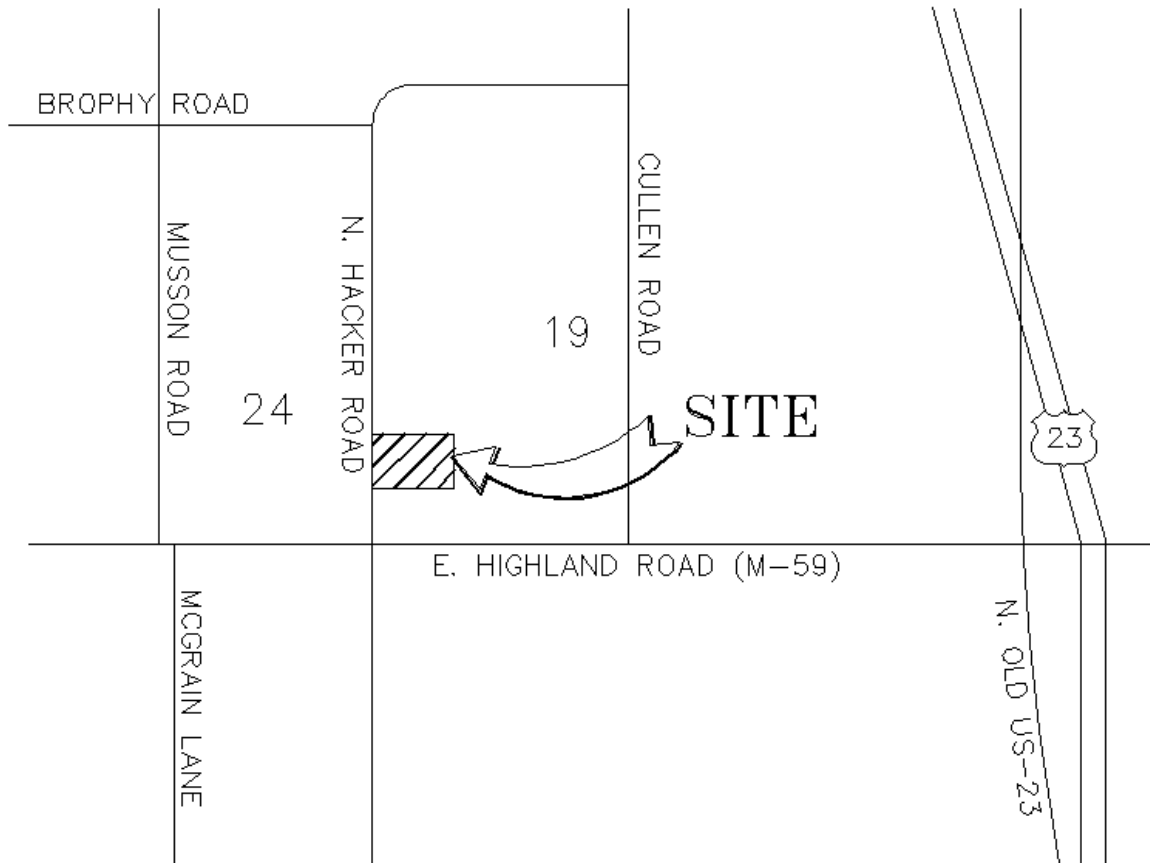
Excavation and grading will be undertaken to construct private roads and proposed utilities as depicted on the grading plan. Earthwork will be required to direct storm water flow into the storm water collection system. This system will discharge surface water runoff generated by development of the property to the proposed retention basin. Grading on the site will match existing grades on adjoining properties at the property lines. No adverse impact to adjoining properties is anticipated due to the construction and grading of the property.

Surface water runoff generated from all improved areas of the site will be collected by catch basins, conveyed through a storm sewer system, and discharged to the retention basin located at the southwest corner of the property. The retention basin is designed to provide storage for a 100-year storm event in accordance with current Livingston County Drain Commission requirements.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fence will be required around the site. The Contractor shall comply with all regulations including control during and after construction.

Impact on adjoining properties drainage will be minimized by matching existing grading at the project boundaries, preserving existing vegetation at the project boundaries, and providing onsite retention of storm water runoff. Soil erosion measures such as silt fence will prevent sediment from eroding off site.

FIGURE 1



LOCATION MAP

NOT TO SCALE

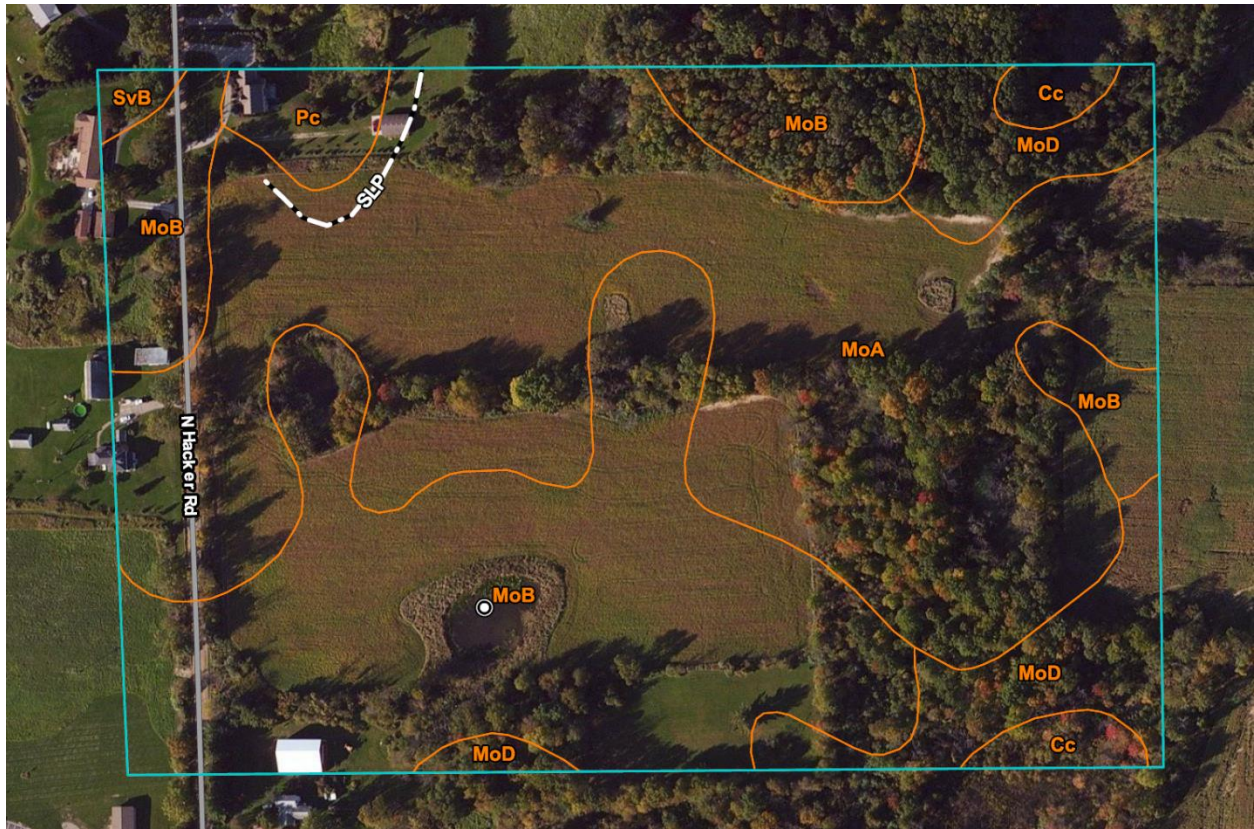
FIGURE 2

SITE PLAN DEPICTING PROPOSED IMPROVEMENTS

NOT TO SCALE



FIGURE 3



Map Unit Symbol	Map Unit Name
Cc	Carlisle muck
MoA	Miami loam, 0 to 2 percent slopes
MoB	Miami loam, 2 to 6 percent slopes
MoD	Miami loam, 12 to 18 percent slopes
Pc	Pewamo clay loam
SvB	Spinks-Oakville loamy sands, 0 to 6 percent slopes

SOILS MAP

NOT TO SCALE

MASTER DEED OF VILLAS OF HARTLAND
(Pursuant to the Condominium Act, MCL 559.101 et seq.)

Livingston County Condominium Subdivision Plan No. _____ containing:

1. Master Deed establishing **VILLAS OF HARTLAND**;
2. Exhibit A to Master Deed: Condominium Bylaws;
3. Exhibit B to Master Deed: Condominium Subdivision Plan; and,
4. Exhibit C to Master Deed: Legal Description.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

Drafted By: When Recorded Return To: Christopher N. Boloven, Esq. CND Law 33762 Schoolcraft Road, Livonia, Michigan 48150	When Recorded Return To: Christopher N. Boloven, Esq. CND Law 33762 Schoolcraft Road, Livonia, Michigan 48150
Tax Parcel No.: 78-053-99-0006-000	Recording Fees: \$ Transfer Tax: \$0.00

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MASTER DEED of VILLAS OF HARTLAND

This Master Deed is signed and delivered this ___ day of _____, 2022, by **HACKER ROAD BUILDING COMPANY, LLC**, a Michigan limited liability company, whose registered address is 20771 Randall Street, Farmington Hills, Michigan 48336 (the “**Developer**”), pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project.

Developer is engaged in the development of a condominium project to be known as **VILLAS OF HARTLAND** (the “**Project**”), Livingston County Condominium Subdivision Plan No. ____, in the Charter Township of Hartland, County of Livingston, and State of Michigan, on a parcel of land as described in Section 2. The detailed architectural plans and specifications for the Project have been filed with the Township of Hartland, County of Livingston, and State of Michigan.

1.2 Establishment of Condominium.

Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 (the “**Property**”), together with the improvements located and to be located on the Property, as a condominium project (the “**Condominium**”) under the provisions of the Michigan Condominium Act (the “**Act**”). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description.

The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (the “**Unit**”), are shown on the Condominium Subdivision Plan. Each of the Units are capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

1.4 Owner Rights.

Each owner of a Unit (the “**Owner**”) in the Project shall have an exclusive property right to Owner’s Unit and to the limited common elements that are appurtenant to Owner’s Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property.

The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the attached Subdivision Plan. The real property is more fully described in the attached Exhibit C.

2.2 Beneficial Easements.

Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions.

Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of **VILLAS OF HARTLAND CONDOMINIUM ASSOCIATION**, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) “**Act**” or “**Condominium Act**” means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101 et seq.
- (b) “**Association**” or “**Association of Owners**” means **VILLAS OF HARTLAND CONDOMINIUM ASSOCIATION**, the Michigan nonprofit corporation, of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project. Any actions which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) “**Association Bylaws**” means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- (d) “**Cluster Housing Agreement**” means the Cluster Housing Agreement entered into between Developer and Hartland Township which has been recorded with the Livingston County Register of Deeds, and which governs certain aspects of the development of the Condominium.

(e) “**Common Elements**” means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

(f) “**Condominium Bylaws**” means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.

(g) “**Condominium Documents**” means this Master Deed with its Exhibits, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of an Owner in the Condominium.

(h) “**Condominium Property**” or “**Property**” means the land referenced in Section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

(i) “**Condominium Subdivision Plan**” or “**Subdivision Plan**” means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

(j) “**Condominium Unit**” or “**Unit**” means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed, and shall have the same meaning as the term “Condominium Unit” as defined under the Act.

(k) “**Owner**” or “**Co-Owner**” means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

(l) “**Developer**” means **HACKER BUILDING COMPANY, LLC**, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns. Successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. However, the word “successor” as used in this Section 3.1(k) shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

(m) “**Development and Sales Period**” means the period commencing with the recordation of this Master Deed and continuing during the period that Developer or its successors continue to own (in fee simple, as a land contract purchaser or as an optionee) and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

(n) “**First Annual Meeting**” means the initial meeting at which non-Developer Owners are permitted to vote for the election of all Directors and upon all other matters which may be properly addressed at such meeting. Such meeting is to be held (i) in Developer’s sole discretion after fifty (50%) percent of the Units which may be created are sold, (ii) mandatorily after the elapse of fifty-four (54) months from the date of the first

Unit conveyance, or (iii) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

(o) “**General Common Elements**” means the Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(p) “**Limited Common Elements**” means the Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

(q) “**Master Deed**” means this document, together with the Exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

(r) “**Open Space**” means the portion of the Open Space Areas designated on Exhibit B to this Master Deed as “Open Space.”

(s) “**Open Space Areas**” means the areas designated as Open Space on Exhibit B to this Master Deed.

(t) “**Percentage of Value**” means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner’s vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(u) “**Project**” or “**Condominium**” means **VILLAS OF HARTLAND**, a residential site condominium development of fifty-seven (57) Units established under the provisions of the Act.

(v) “**Recreational Facilities**” means the seating areas and/or park benches, as shown on Exhibit B Site Layout within the designated Open Space Areas, including all improvements and structures located thereon.

(w) “**Storm Water Drainage Facilities**” means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

(x) “**Township**” means the Township of Hartland. Where Township approval is required pursuant to the terms of this Master Deed or any Exhibits to this Master Deed, such approval shall be granted (or denied) by the Township of Hartland Board of Trustees, or such other individual or committee designated by the Township Board for such purpose.

(y) “**Transitional Control Date**” means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability.

Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

4.1 General Common Elements.

The General Common Elements are:

(a) Real Estate.

The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;

(b) Improvements.

The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

(c) Fencing.

Any wall, fencing or similar structure, including privacy fences, located within the General or Limited Common Elements. Any wall, fencing or similar structure, including privacy fences, to be erected by any non-Developer Owner, must first be approved by an Architectural Review Committee, as described in Section 7 of the Condominium Bylaws;

(d) Electrical.

The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;

(e) Gas.

The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) Water.

The underground sprinkling system for the Common Elements and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries. Each individual Unit shall have an individual water shut off valve, which shall be considered a General Common Element. There shall also be a main sprinkler control system in the Open Space Area, which shall be considered a General Common Element;

(g) Sanitary Sewer.

The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Storm Drainage.

The storm drainage and water retention system throughout the Project;

(i) Telephone.

The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) Telecommunications.

The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(k) Project Entrance Improvements.

Any entry signage and other improvements located at or near the entrance to the Project;

(l) Easements.

All easements, if any, reciprocal or otherwise, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements;

(m) Construction.

Foundations, supporting columns, Building perimeter walls and exterior Building doors (excluding windows, doorwalls and Unit entry doors), outside connecting walls, roofs (including those over porches), ceilings and floor construction between Units and Unit levels, and chimneys;

(n) Recreational Facilities.

The Open Space, including the park benches, as shown on Exhibit B, together with all improvements and structures as may be located within the Open Space Areas. The Developer, during the Development and Sales Period, and the Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Recreational Facilities;

(o) Open Space Areas.

The open space areas designated on Exhibit B to this Master Deed; and,

(p) Miscellaneous Common Elements.

All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project, including, without limitation, any centralized trash disposal area and/or container, if any, which is designated by Developer as a General Common Element.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. The Developer shall dedicate the water and sanitary sewer lines within the Common Areas of the Condominium to the Township or its assigns as public improvements. Accordingly, such utility lines, systems and equipment, and the telecommunication system, if and when constructed, shall be General Common Elements only to the extent of the Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

4.2 Limited Common Elements.

Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Utility Service Lines.

The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the

Project or utility line or system owned by the local public authority or company providing the service;

(b) Air Conditioner Compressors.

Each air conditioner compressor and pad located outside each Unit is restricted for the use of the Owner of the Unit that is serviced by such compressor.

(c) Subterranean Land.

The subterranean land located within Unit boundaries, from and below a depth of twenty (20) feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;

(d) Subsurface Improvements.

The portion of any footing or foundation extending more than twenty (20) feet below surrounding grade level;

(e) Interior Surfaces.

The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Owner of such Unit, including, without limitation, any fixtures (lighting, plumbing, electrical, gas, telephone or otherwise) located within a Unit.

(f) Windows, Doorwalls and Unit Entry Doors.

Windows, doorwalls and Unit entry doors shall be appurtenant as Limited Common Elements to the Units to which they are attached.

(g) Storm Doors.

Storm doors are installed on the Unit(s). Any such storm doors shall be restricted for the use of the Owner of the applicable Unit.

(h) Mailboxes.

Each individual mailbox is restricted for the use of the Owner of the applicable Unit.

(i) Water.

The water distribution system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(j) Sanitary Sewer.

The sanitary sewer system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(k) Yard Areas.

The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, if any, which is limited in use to the Unit of which it is a part;

(l) Delivery Boxes.

The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

(m) Gas Supply System.

The LP gas tank and the gas line network and distribution system located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(n) Yard Lights.

The yard lights and bulbs installed on each yard area, if any, to illuminate the house number and driveway on that Unit;

(o) Garage Lights.

The coach lights on each Unit's garage, if any, to illuminate the house and driveway of that Unit;

(p) Driveways and Walkways.

The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and,

(q) Miscellaneous.

Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities.

The respective responsibilities for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

(a) Landscaping.

The cost of maintaining the Common Area landscaping shall be borne by the Association.

(b) Water Heaters and Furnaces.

The cost of maintaining, repairing and replacing a water heater or furnace shall be borne by the Owner of the Unit serviced by such water heater and furnace.

(c) Air Conditioner Compressors.

The cost of maintaining, repairing and replacing a Unit's air conditioner compressor shall be borne by the Owner of the Unit serviced by such compressor.

(d) Interior Maintenance.

The cost of decorating, maintaining, repairing and replacing all interior surfaces referenced in section 4.2(e) above shall be borne by the Owner of the Unit containing such interior surfaces.

(e) Windows, Doorwalls and Unit Entry Doors.

The Cost of maintaining, repairing and replacing all windows, doorwalls and Unit entry doors referred to in Section 4.2(f) above shall be borne by the Association, except in cases of damage where such damage was caused by the abuse or neglect of the Owner. Owners of Units to which windows, doorwalls and Unit entry doors are attached shall be responsible, at such Owner's cost and expense for maintaining and cleaning the glass and screens within such windows, doorwalls and Unit entry doors. The Association shall be responsible for repairing and replacing the glass and screens, except in cases where the damage thereto was caused by the abuse or neglect of the Owner.

(f) Common Lighting.

Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting (other than porch lighting attached to Units) as provided in Section 4.1(d) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures (including exterior lights on Buildings), other than porch light fixtures, shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. No Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. Each Owner shall be responsible for paying the electrical charges for porch lighting that is attached to such Owner's Unit and for replacing light bulbs within such fixtures. The size and nature of the bulbs to be used in all exterior lighting fixtures shall be determined by the Association in its discretion. Owner's porch lighting fixtures may operate on photoelectric cells. The timers for such photo cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(g) Utility Services.

All costs of water, electricity, cable television, gas and telephone service shall be borne by the Owner of the Unit to which the services are furnished by the respective utility. Water service charges shall be billed to the individual Unit Owner on a per-Unit basis by the Township. All costs of water service provided to the Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Section 5 of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.

(h) Storm Water Drainage Facilities.

The Association shall be responsible for maintaining, repairing and replacing the storm water drainage facilities within the Project.

(i) Private Roads and Parking Areas.

The private roadways, curbs and medians, sidewalks and walkways, driveways and parking areas within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including without limitation, snow and ice removal, except to the extent such service is provided by the Township), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Section 4 of the Bylaws for the purpose of satisfying the Association's obligations with respect to the foregoing areas. NEITHER THE TOWNSHIP NOR THE LIVINGSTON COUNTY ROAD COMMISSION SHALL HAVE ANY OBLIGATION TOWARD THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF THE ROADS WITHIN THE CONDOMINIUM. Developer acknowledges and agrees that, in connection with approving the Property as a PUD, the Township has permitted certain deviations from the public road standards of the Township. In consideration of the Township permitting such deviations, neither the Developer nor the Association shall request that the Township maintain, repair or replace the roads within the Condominium.

(j) Fences.

The cost of maintaining and repairing any wall, fencing or similar structure, including privacy fences, installed within the Common Elements shall be borne by the Association. However, if such wall, fencing or similar structure, including privacy fences, was erected by a Unit Owner after approval by the Architectural Review Committee, the cost of maintenance, repair or replacement shall be borne by the Owner, its successors and assigns.

(k) Storm Doors.

The cost of maintaining, repairing and replacing storm doors shall be borne by the Owner of a Unit.

(l) General Common Elements; Other.

The costs of maintaining, repairing and replacing all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any express provisions to the contrary, which are set forth in the Bylaws. Notwithstanding the foregoing, each Owner shall be responsible for the costs of any damage to a Common Element caused by such Owner, his family, guests or invitees as provided in the Bylaws.

(m) Limited Common Elements.

Each Owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit, except the Association shall be responsible for snow removal services to each Unit together with its appurtenant Limited Common Elements.

(n) Unit Improvements and Other Owner Responsibilities.

Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements situated within the boundaries of the Unit. If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

(o) Association Oversight.

The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

(p) Other Common Elements.

The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

(q) Maintenance by the Association.

If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(r) Assessment of Costs.

All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Use of Units and Common Elements.

No Owner shall use his or her Unit or the Common Elements in any manner that is inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Owner in the use and enjoyment of his or her Unit or the Common Elements. In addition, no Owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, including, without limitation, basketball backboards and other recreational structures, without the prior written approval of Developer during the Development and Sales Period and the Association thereafter.

4.5 Assignment of Limited Common Elements.

A Limited Common Element may be assigned or reassigned by written application to the Board of Directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.6 Power of Attorney.

By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.7 Boundary Relocation.

The boundaries of (2) two or more adjacent Units may be relocated by amendment of the Master Deed in accordance with the provisions of MCL 559.148, provided that the expense of preparing the amendment is paid in full by the Owner or Owners desiring to relocate the boundaries.

4.8 Unit Subdivision.

(a) An Owner may subdivide a Unit into (2) two or more separate new Units, may transfer a Unit or any portion of it to the Owner of an adjacent Unit or Units, and combine the Unit or Units for use together with the adjacent Unit or Units; and the Common Elements affected by the subdivision or transfer and combination may be located or relocated as required to effect the subdivision or transfer and combination, provided that the subdivision or transfer and combination is made in compliance with MCL 559.149 and all other applicable laws and ordinances, and with the provisions of subsection 4.8(b) and (c).

(b) Any Owners desiring to make a subdivision or transfer and combination shall make written application to the Board of Directors requesting an amendment to this Master Deed and containing (i) a survey of the proposed alterations to the affected Unit or Units and the affected Common Elements, (ii) a proposed reallocation to the new Units to be created by the proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to the affected Unit or Units, and (iii) a statement about whether the Limited Common Elements serving the affected Unit or Units should be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer.

(c) Any Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and combined under the provisions of this section shall in addition comply with the applicable provisions of subsection 4.8(c). No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds (2/3) majority of the Board, which shall not be unreasonably withheld. If so approved by the Board, the proposed subdivision

or transfer and combination shall be effective on the recording of an amendment to this Master Deed, consistent with and reflecting the subdivision or transfer and combination and executed by the Owner and the mortgagee of the Units involved. Any expenses incurred in connection with accomplishing any subdivision or transfer and combination as provided in this section shall be paid by the Owners of the Units involved, and the Owners shall be jointly and severally liable for the payment.

4.9 Separability.

Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units.

The Condominium consists of fifty-seven (57) Units numbered one (1) through fifty-seven (57), inclusive. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of twenty (20) feet below and a height of fifty (50) feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value.

The total percentage value of the Project is one hundred (100%) percent, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification.

The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes

based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

6.1 Area of Future Development.

The Condominium Project established pursuant to the initial Master Deed consisting of fifty-seven (57) Units as set forth in Section 1, is intended to be an expandable condominium development. The Condominium Project is intended to be the first phase of an Expandable Condominium under the Act. Additional Units, if any, will be developed upon all or some portion or portions of the Land described in Exhibit C.

Also subject to any other easements or restrictions of record, except for any portion of such land that is included in the parcel described in Article II of this Master Deed. (hereinafter referred to as “**Area of Future Development**”).

However, the Developer has reserved the right to withdraw land as provided under Section 7, below and as provided under the Act. Any such withdrawn land shall be deemed to be an area of future development which may be re-incorporated in the Condominium Project as an Area of Future Development.

6.2 Increase in Number of Units.

Any other provisions of this Master Deed notwithstanding, the number of Units may be increased and land may be re-incorporated in the Condominium Project, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the re-incorporation into this Condominium of any portion of the area of future development and the development of residential Units thereon. The location, nature, appearance, design and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Lyon. All such improvements shall be reasonably compatible with the existing development in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

6.3 Re-Expansion and Expansion Not Mandatory.

Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to re-incorporate into or to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there

any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

6.4 Township Approval Required.

Any amendments under of this Master Deed are subject to the approval of the Township of Hartland at its discretion. The rights set forth in Sections 6 through 13 are incorporated in this Master Deed for the sole purpose of providing the Developer and the Township of Hartland reasonable flexibility to amend the Project Documents should unforeseen circumstances arise, such as by way of illustration (only) application of the Planned Development Agreement or alteration of the Project due to site conditions unknown as of the date of this Master Deed. Any exercise of Developer rights under Sections 6 through 13 is also subject to the Planned Development Agreement.

Section 7. CONTRACTIBILITY OF CONDOMINIUM

7.1 Right to Contract.

As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of fifty-seven (57) Units on the land described in Section 2. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Section 2 and to withdraw from the Project all or some portion of the land described in Section 2 subject to Developer obtaining the prior written consent of the Township. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, and subject to Developer obtaining the prior written consent of the Township, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period aiding no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved in writing by the Township, but in no event shall the number of Units be less than two (2).

7.2 Withdrawal of Land.

The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six (6) years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in Section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.3 Contraction Not Mandatory.

There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Creation of Easements.

In the event of any contraction under this Section 7, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Section 2 and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Section 2 are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

7.5 Amendments to the Master Deed.

A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of one hundred (100%) percent for the entire Project resulting from any amendment.

7.6 Redefinition of Common Elements.

Any amendments to the Master Deed pursuant to Section 7.6 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Section 7, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

7.7 Consent of Interested Parties.

All of the Owners and mortgagees of Units and other persons now or hereafter having an ownership interest in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate

the purposes of this Section 7 and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

7.8 Additional Provisions.

Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Section 8. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

8.1 Modification of Units.

Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Owners and mortgagees of Units), during the Development and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 11 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 11 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint

Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

8.2 Consolidation or Relocation of Units.

During the Development and Sales Period, and provided that Developer has obtained the prior written approval of the Township, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 11 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

8.3 Limited Common Elements.

Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Section 8 or for other purposes.

8.4 Right to Construct Additional Amenities.

Developer reserves the right to construct various additional amenities, including by way of example, entranceway monuments, street signs and other signage, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the “**Amenities**”);

provided, however, the construction of any Amenities which are not identified in the approved final site plan for the Project, shall require the prior written approval of the Township. If any such Amenities are included in the Condominium Project, all Owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, except for the Amenities which are identified on the final site plan for the Project which has been approved by the Township, Developer has no obligation to construct any additional Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion and shall be subject to Township approval.

Section 9.CONVERTIBLE AREAS

9.1 Limits of Conversion.

The Project established by this Master Deed initially consists of Condominium Units and may, at Developer's election, be increased by the creation of a maximum of ___ additional Units within the Convertible Areas defined in Section 9.2.

9.2 Conversion Rights.

The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six (6) years after the initial recording of the Master Deed be increased by the conversion of all or any part of the Common Elements designated as Convertible Areas on the Condominium Subdivision Plan into additional Condominium Units or Limited Common Elements appurtenant to Units. Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project in a manner that gives reasonable recognition to the total number of Units, based on the method of original determination of Percentages of Value.

9.3 Conversion Not Mandatory.

There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of the area in any particular order, or to construct particular improvements on any converted Unit. Other than as provided in this section, there are no restrictions or limitations on Developer's right to create additional Units or on the portion or portions of the Convertible Area that may be converted, the time or order of the conversions, or the number of Units or Common Elements that may be converted.

9.4 Amendments to the Master Deed.

An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of one hundred (100%) percent for the entire Project.

9.5 Redefinition of Common Elements.

Conversion amendments to the Master Deed by Developer may contain further definitions and redefinitions of General or Limited Common Elements as Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional Units being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section.

9.6 Additional Provisions.

Any amendments to the Master Deed by Developer for conversion purposes may also contain provisions Developer determines are necessary or desirable (a) to create easements burdening or benefiting portions of the Units being added to the Project and (b) to create or change restrictions or other terms and provisions affecting the additional Units being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units.

Section 10. EASEMENTS

10.1 Easements for Utilities and Storm Water Drainage Facilities.

Developer reserves for itself, its successors and assigns, the Association, the Township and its successors and assigns, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Subject to Developer first obtaining any required written approval from the Township, Developer reserves the right, without being required to obtain the consent of any Owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

10.2 Easements for Maintenance, Repair, and Replacement.

Developer, the Association, the Township and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the Unit and any improvements constructed within a

Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and hereafter by the Association.

10.3 Easements Reserved by Developer.

(a) Utility Easements.

Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 10.3(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion. In addition to, and not in limitation of, the foregoing, roads within the Project shall be subject to an easement for the installation, maintenance, repair and replacement of public utilities, to the extent any such utilities are dedicated to any governmental authority.

(b) Additional Easements.

Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to

effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times:

(c) to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Exhibit C; and,

(d) to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2.

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

10.4 Grants of Easements by Association.

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entity and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Development and Sales Period and subject to the written approval of the Township. No easement created under the Condominium Documents for utility service, access or an essential service may be terminated or revoked unless and until all Units served by such easement are adequately served by an appropriate substitute or replacement utility, means of access or essential service, unless the Owners of all Units benefited by such easement have consented.

10.5 Telecommunication Agreements.

The Developer, during the Development and Sales Period, and the Association, acting through its duly constituted Board of Directors, hereafter, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the

administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

10.6 Association Assumption of Obligations.

The Association, on behalf of the Owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

10.7 Termination of Easements.

Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved by the Township.

10.8 School Bus and Emergency Vehicle Access Easement.

Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

10.9 Easements for Maintenance of Encroachments.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and restoration of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 11. AMENDMENT, TERMINATION, AND WITHDRAWAL

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-Owners, except as hereinafter set forth:

11.1 Owner Consent.

Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

11.2 By Developer.

In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Owner, mortgagee or any other person, except the Township, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

11.3 Change in Value of Vote, and Percentages of Value.

The value of the vote of any Owner and the corresponding proportion of common expenses assessed against such Owner shall not be modified without the written consent of such Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Section 7 or Section 8 of this Master Deed.

11.4 Mortgage Approval.

Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgage shall have one (1) vote for each Unit subject to a mortgage.

11.5 Termination, Vacation, Revocation or Abandonment.

Subject to the provisions of Section 11.7 below, the Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Owners.

11.6 Developer Approval.

Subject to the provisions of Section 11.7 below, during the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

11.7 Township Approval.

Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed shall require the prior written approval of the Township, except for any amendment to give effect to the Cluster Housing Agreement, approved final site plan, plans and specifications and any amendments thereto which have been approved in writing by the Township.

11.8 Pre-conveyance Amendments.

If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

11.9 Post-conveyance Amendments.

If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Nonmaterial Changes.

An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, *(i)* amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; *(ii)* amendments correcting survey or other errors in the Condominium Documents; or *(iii)* amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

(b) Material Changes.

An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes

of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) Compliance with Law.

Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) Reserved Developer Rights.

Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

(e) Costs of Amendments.

A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than ten (10) days before the amendment is recorded.

11.10 Project Termination.

If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than eighty (80%) percent of the Owners and mortgagees, in the following manner:

(a) Termination Agreement.

Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

(b) Real Property Ownership.

On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns

shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

(c) Association Assets.

On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties.

Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

11.11 Withdrawal of Property.

(a) Withdrawal by Developer.

Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as “need not be built” during a period ending ten (10) years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the ten-year period set forth above or (ii) six (6) years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) Withdrawal by Association.

If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in Section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to “must

be built.” However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within sixty (60) days, the Association may file the notice of the declaration with the register of deeds. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

Section 12. DEVELOPER’S RIGHT TO USE FACILITIES

12.1 Developer’s Right to Use Facilities.

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

Section 13. ASSIGNMENT OF DEVELOPER RIGHTS

13.1 Assignment of Developer Rights.

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

[SIGNATURE AND NOTARIZATION PAGE TO FOLLOW.]

This Master Deed has been signed by Developer and shall be effective as of the date first stated above.

HACKER BUILDING COMPANY, LLC

By: **JOSEPH M. ROTONDO**
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 2022, appeared **JOSEPH M. ROTONDO**, as Manager of **HACKER BUILDING COMPANY, LLC**, a Michigan limited liability company, to me known to be the person who executed the foregoing instrument, and who acknowledged that he executed the same as his own free act and deed.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A

VILLAS OF HARTLAND

CONDOMINIUM BYLAWS

Dated: _____, 2022

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VILLAS OF HARTLAND CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization.

VILLAS OF HARTLAND is a residential site condominium project located in the Township of Hartland, County of Livingston, and State of Michigan, being developed in successive phases, to comprise a maximum of fifty-seven (57) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Definitions.

Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

1.3 Conflicts of Terms and Provisions.

In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

1.4 Compliance.

All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The Developer shall not be responsible for any fees associated with Association Membership while in control of any portions of the Condominium Property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership.

Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to Membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights.

Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote.

No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to Section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative.

The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies.

Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority.

At any meeting of Members at which a quorum is present, fifty-one (51%) percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Place of Meeting.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

3.2 First Annual Meeting of Members.

Developer shall have control of the Condominium Property until the Initial Meeting of the Members of the Association. The Initial Meeting of the Members of the Association may be convened only by the Developer and may be called at any time after (2) two or more of the Units in Phase I of the Project have been sold and the buyers qualified as Members of the Association. In no event, however, shall the Initial Meeting be called later than (a) one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Owners of seventy-five (75%) percent of the total number of Units that may be created in the Project or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of Members of the Association for informational or other appropriate purposes before the Initial Meeting, but no such informational meeting shall be construed as the Initial Meeting of Members.

3.3 Annual Meeting of Members.

After the Initial Meeting has occurred, annual meetings of the Members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least twenty (20) days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than thirty (30) days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.4 Special Meetings.

The President of the Association shall call a Special Meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Owners representing at least one-third (1/3) of the votes of all Owners qualified to vote (based upon one vote per Unit). Notice of any Special Meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

3.5 Notice of Meetings.

The Secretary (or other Association officer in the Secretary's absence) shall provide each Owner of record, or, if applicable, an Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Owner at the address shown in the notice filed with the Association under Section 2.4 of these Bylaws shall be deemed properly served. Any Owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Owner or individual representative.

3.6 Adjournment.

If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Owner or Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 3.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Owner (or Owner's individual representative) with notice of the adjourned meeting in accordance with Section 3.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

3.7 Action Without Meeting.

Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Owners who have not consented in writing.

3.8 Advisory Committee.

Within one (1) year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within one hundred twenty (120) days after conveyance of one-third (1/3) of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the non-developer Owners to

serve as an advisory committee to the Board of Directors (the “**Advisory Committee**”). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Owners and to aid in the ultimate transition of control to the Owners. The Members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.9 Board Composition.

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of twenty-five (25%) percent of the Units that may be created in the Project, at least one (1) director and not less than one-fourth (1/4) of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of fifty (50%) percent of the Units that may be created in the Project, not less than one-third (1/3) of the Board of Directors shall be elected by non-developer Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of seventy-five (75%) percent of the Units that may be created in the Project and before conveyance of ninety (90%) percent of those Units, the non-developer Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as ten (10%) percent of the Units remain that may be created.

3.10 Owner Control.

Developer shall have control of the designation of Members of the board until the Initial Meeting of the Members of the Association. However, if seventy-five (75%) percent of the Units that may be created in the Project have not been conveyed within fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of Members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of Members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.11 Mathematical Calculations.

If the calculation of the percentage of Members of the board that the non-developer Owners have a right to elect or the product of the number of Members of the board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-

developer Owners to elect a fractional number of Members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining Members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Section 3.4.

3.12 Quorum of Members.

The presence in person or by proxy of fifty (50%) percent of the Owners entitled to vote shall constitute a quorum of Members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors.

The business, property, and affairs of the Association shall be managed by a board of directors (the “**Board of Directors**”) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the Initial Meeting of Members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the Initial Meeting of Members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the Members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the Initial Meeting has been held and on thirty (30) days’ notice at any time for cause.

4.2 Powers and Duties.

The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the Members, including the following:

- (a) Care, upkeep, and maintenance of the Common Elements;
- (b) Development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

- (d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;
- (e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (h) Authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;
- (i) Making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association;
- (k) Further duties as may be imposed by resolution of the Members of the Association or that may be required by the Condominium Documents or the Act.

4.3 Bank Accounts.

The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

4.4 Books of Account.

The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its Members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and

distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.5 Maintenance, Repair, and Replacement.

The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.6 Reserve Fund.

The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than ten (10%) percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.7 Construction Liens.

A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.8 Managing Agent.

The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.9 Officers.

The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of sixty-seven (67%) percent or more of all Owners.

4.10 Indemnification.

All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on ten (10) days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses.

The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance

covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments.

Assessments will be determined in accordance with the following provisions:

(a) Initial Budget.

The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

(b) Budget Adjustments.

If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient *(i)* to pay the costs of operation and maintenance of the Common Elements, *(ii)* to provide for the replacement of existing Common Elements, *(iii)* to provide for additions to the Common Elements not exceeding five thousand and 00/100 (\$5,000) dollars annually, or *(iv)* to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its Members and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments.

The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to *(i)* assessments for additions to the Common Elements costing more than five thousand and 00/100 (\$5,000) dollars in any year, *(ii)* assessments to purchase a Unit on foreclosure of the lien described in Section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of

the Association and its Members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments.

All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration.

The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the Initial Meeting of Members shall be subject to approval by the Members at the Initial Meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments.

Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

(a) Legal Remedies.

In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after

the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

(b) Sale of Unit.

On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

(c) Self-Help.

The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments.

Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late

payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer.

The responsibility of Developer for assessments is as follows:

(a) Pre-turnover Expenses.

Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the Initial Meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) Post-turnover Expenses.

After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

(c) Exempted Transactions.

Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes.

Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that

Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage.

The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities.

Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

(b) Common Element Insurance.

The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) Fidelity Insurance.

The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

(d) Power of Attorney.

The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

(e) Indemnification.

Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

(f) Premium Expenses.

Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair.

If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements.

If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless eighty (80%) percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the eighty (80%) percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

(b) Limited Common Elements and Improvements.

If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and

its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Buildings of the Project.

If the damaged property is a Building of the Project, the damaged property shall be repaired or rebuilt unless eighty (80%) percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary.

(d) Reconstruction Standards.

Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit.

(e) Procedure and Timing.

Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain.

The following provisions will control on any taking by eminent domain:

(a) Condominium Units.

In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements.

In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its Members. The affirmative vote of eighty (80%)

percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

(c) Amendment to the Master Deed.

If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of one hundred (100%) percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) Notice to Mortgagees.

If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions.

To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards.

Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals.

During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plane, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications

or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee.

Developer has or will establish an architectural review committee (the “**Review Committee**”). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review.

Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor.

All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements.

All approvals required by this section shall comply with the following requirements:

(a) Construction Materials.

Each residence shall be finished with wood, masonry (brick), or vinyl exterior, including windows of exterior clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick, stone, or vinyl; and exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, or vinyl. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of cement. Any children's play areas and decorative fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

(b) Size and Space Requirements.

No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home – 1,500 sq. ft.
- Multi-story home – 1,800 sq. ft.

(c) Improvements and Outbuildings.

Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Developer and municipality will be permitted for storage or accessory garage space.

(d) Letter and Delivery Boxes.

The Developer will determine the location, design, and permitted lettering of all mail and paper delivery boxes.

7.7 Codes and Ordinances.

In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction.

At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once

construction has started, work on the building must be diligently pursued and completed within a maximum of twelve (12) months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights.

The purpose of Section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines.

For the purpose of this section, the word “**building**” will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar projections. “**Building**” will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Review Committee Appointment.

Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer’s representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three (3) new Members to the Review Committee. In each succeeding year or at whatever other intervals the Board of Directors decides, the Board of Directors shall appoint or reappoint the three (3) Members to serve on the Review Committee.

7.12 Permitted Variance.

The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.13 Building Envelopes.

No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the building envelope is obtained from the applicable authority. If compliance with these building envelope requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped

building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section.

7.14 Building Height.

The height of any building shall not be more than Two and a Half (2^{1/2}) stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.15 Improvements Adjoining Roadway.

No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.16 Soil from Excavation.

All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use.

Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by Members of the immediate family residing in the residence that do not generate unreasonable traffic by Members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Home Occupations.

To be permitted as a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation.

8.3 Common Areas.

The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family Members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.4 Gated Community.

The Condominium Property will be an accessible gated community.

8.5 Use and Occupancy Restrictions.

In addition to the general requirements of Sections 8.1-8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes.

No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental.

No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(c) Nuisances.

No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

(d) Prohibited Uses.

Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

(e) Mailboxes.

Each Unit has been assigned a mailbox. An Owner may not alter the appearance of or modify in any way the mailbox assigned to his/her Unit which is uniform in appearance within the Condominium Premises.

(f) Signs.

No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(g) Personal Property.

No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

(h) Firearms and Weapons.

No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

(i) Pets and Animals.

The Association may charge an Owner maintaining animals a reasonable supplemental assessment if the Association determines that an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause to be removed from the

Condominium any animal that it determines is in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage, or liability that the Association sustains as a result of the presence of the animal on the Condominium Property. The maximum number of pets that an Owner may maintain at a Unit is limited to four (4) domesticated dogs or cats in his Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.

(j) Recreational Vehicles.

No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(k) Lawn Care and Landscaping.

The Association shall provide lawn care and snow removal services to each Unit together with its appurtenant Limited Common Elements. Each Owner may plant flowers, only, in the General Common Element lawn area in front of the Owner's Unit. Other than this limited right to plant flowers, only, no Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master of Deed or the regulations of the Association.

(l) Recreational Facilities.

No above-ground pools, tennis courts, or dog runs will be permitted on any Unit. All exterior hot tubs and spas must be approved by the Developer/Review Committee before installation.

(m) Trash Containers and Pick Up.

All trash shall be placed in containers approved by the Developer and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(n) Occupancy Limitations.

Occupancy of each Unit shall be in accordance with the Township Ordinances and no more persons than permitted pursuant to the Township Ordinance shall permanently occupy or reside in any dwelling constructed within a Unit.

(o) Exterior Lighting.

Each Unit shall have two (2) coach lights on its garage that shall be illuminated from dusk until dawn. No additional lights that are regularly left on during the night, including but not limited to, vapor lights and dusk-to-dawn lights, may be installed or maintained on any Unit without the prior consent of the Developer/Review Committee.

(p) Air Conditioners.

No external air conditioning unit shall be placed in or attached to a window or wall of any Unit.

(q) Solar Panels and Satellite Dishes.

No solar panel or satellite dish may be installed on any Unit until the type, design, and location of the solar panel or satellite dish has been approved in writing by the Developer/Review Committee, or by the Association after Developer has relinquished control to the Association.

(r) Open Space Areas; Wetlands.

The Open Space Areas may be used by all Owners for open space and recreational purposes only. The Association shall preserve and retain the Open Space Areas, with minimal intrusion, subject only to such activities which are permitted in these Bylaws. There shall be no construction, installation or placing of any improvements or structures which are directly necessary for the proper functioning of any roads, Storm Water Drainage Facilities or other utilities located within the Open Space Areas. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Open Space Areas as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas.

No wetlands, if any, within the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter.

In order to protect all wetlands and upland vegetation located within the Open Space Areas, no fertilizer products containing phosphates shall be used. In addition, the use of herbicides and insecticides within the Open Space Areas shall be limited.

(s) Use of Common Elements.

The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

(t) Application of Restrictions.

Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.6 Zoning Compliance.

In addition to the restrictions in Section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.7 Rules of Conduct.

Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least ten (10) days before their effective date and may be revoked at any time by the affirmative vote of the Board or sixty (60%) percent or more of all Owners.

8.8 Enforcement by Developer.

The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to

enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.9 Owner Enforcement.

An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.10 Remedies on Breach.

In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.11 Reserved Rights of Developer.

The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.12 Assignment and Succession.

Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association.

Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the “**Mortgagee**”), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance.

The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees.

Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

(a) Inspection and Notice.

On written request to the Association, a Mortgagee will be entitled *(i)* to inspect the books and records relating to the Project on reasonable notice, *(ii)* to receive a copy of the annual financial statement that is distributed to Owners; *(iii)* to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within thirty (30) days; and *(iv)* to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) Exemption from Restrictions.

A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification.

When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease.

An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than ninety (90) days without the prior written consent of the Association.

10.2 Terms of Lease.

All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association.

If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) Notice.

The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

(b) Investigation.

The Owner will have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

(c) Legal Action.

If, after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments.

If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers.

An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association.

Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five (5) days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration.

Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer.

A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

(a) Buyer's Option.

At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than two thousand five hundred and 00/100 (\$2,500) Dollars and arises out of or relates to a purchase agreement, a Unit, or the Project.

(b) The Association's Option.

At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is ten thousand and 00/100 (\$10,000) Dollars or less.

12.3 Preservation of Rights.

Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. COVENANT TO BUILD AND OPTION TO PURCHASE

13.1 Covenant to Build.

Each Owner of a Unit in the Condominium, by acceptance of a deed of conveyance or land contract from Developer, agrees to commence construction of a residence on the Owner's Unit, in conformity with the restrictions in the Condominium Documents, not later than three (3) months from the date on which the deed or contract is delivered to the Owner.

13.2 Option to Repurchase.

If construction of a residence on the Unit does not commence within the three-month (3) period allowed by Section 13.1, Developer will have the option to repurchase the Unit at any time after the expiration of the period for construction, provided that construction has not then begun, by payment to the Owner of the purchase price paid by the Owner or the Owner's predecessors to Developer when the Owner acquired the Unit. Developer may exercise this option by giving written notice to the Owner, and the repurchase shall be closed within 10 days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the Owner will deliver to Developer a warranty deed free and clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title. This option shall run with the land.

13.3 Right of First Refusal.

If an Owner does not construct a residence on the Unit and desires to sell, assign, transfer, or convey the Unit to another party within five years from the date of receiving a deed or land contract from Developer, Developer shall have an option to repurchase the Unit for a purchase price at the lesser of the price for which the Owner proposes to transfer the Unit to another party or the purchase price paid by the Owner or the Owner's predecessors to Developer.

13.4 Exercise of Refusal Right.

Developer shall have thirty (30) days from the date of receiving notice from the Owner of the latter's intention to sell, transfer, or convey the Unit in which to elect to repurchase. The option may be exercised by giving written notice to the Owner, and the repurchase shall be closed within ten (10) days from the date of the notice. At closing, Developer will pay the purchase price to the Owner, and the owner shall deliver to Developer a warranty deed clear of all liens and encumbrances other than those reflected on the original title policy under which the Owner received title to the Unit. This option shall run with the

land, and if the Owner breaches it, Developer will have the right to acquire the Unit from a subsequent buyer on the same price and terms, commencing on the date Developer learns of the transfer and expiring ninety (90) days later.

13.5 Modification of Terms.

The provisions of this Section 13 may be waived in writing by Developer or may be modified by a written agreement between the Owner and Developer.

Section 14. OTHER PROVISIONS

14.1 Definitions.

All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

14.2 Severability.

If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

14.3 Notices.

Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

14.4 Amendment.

These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by Section 9 of the Master Deed.

14.5 Conflicting Provisions.

In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. The Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
2. These Condominium Bylaws;
3. The Articles of Incorporation of the Association;
4. The Association Bylaws;
5. The Rules and Regulations of the Association; and,
6. The Disclosure Statement.

Livingston County
Department of Public Works
2300 E. Grand River, Suite 105 • Howell Michigan 48843-7581
517-546-0040 • Fax: 517-545-9658

RECEIVED

FEB 02 2021

February 21, 2020

Mr. Wayne M. Perry, P.E.
DESINE, INC.
2183 Pless Dr
Brighton, MI 48114

HARTLAND TOWNSHIP

Dear Mr. Perry,

The Livingston County Department of Public Works completed a review of the Hacker Road Development proposed on Hacker Road, north of M-59 in Hartland Township. Based on the plans provided to our office, the developer, Mr. Rotondo, is proposing 55 residential homes that would connect to the Livingston Regional Sanitary System (LRSS) through the existing M-59 West Pump Station.

Other developments that currently connect to the M-59 West Pump Station include the Venture Church and Walnut Ridge, which are part of the existing sewer district. The Hacker Road development is not part of the existing sewer district. Therefore, a capacity evaluation was completed in order to assess impacts to the pump station and receiving sewers.

The results of the capacity evaluation demonstrate that the existing pump station does not have adequate capacity to take on the additional flow from the 55 homes. Consequently, the pumps will need to be replaced with Flygt Model NP3153.095-464. Kennedy Industries has provided a quote in the amount of \$44,900, which includes the purchase of two pumps. Installation will be an additional cost, for which we are still awaiting pricing. Since the upgrades are needed exclusively to accommodate the needs of this development, the developer will be required to pay for the upgrades.

Please note that the lead time for the pumps is 8-10 weeks. Livingston County can place the order for the pumps upon written notice from the developer agreeing to pay the costs prior to installation.

Please contact me if you have any questions.

Sincerely,



Michelle M. LaRose, P.E.
Deputy Drain Commissioner

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

September 29, 2020

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

Re: Bellavista Drive, Villas of Hartland, Hartland Township, Section 19
LCRC# P-20-03

Dear Mr. Perry:

I have completed the review of the plans for a private road approach and improvements to Hacker Road, dated September 1, 2020, for the above-referenced project and offer the following comments.

1. A contractor needs to be selected and the selected contractor must submit a certificate of insurance to the LCRC with the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respects to General Liability." Please note this is not required for plan approval.
2. The road names "Bellavista" and "Villa" are names of existing roads in Livingston County. Per the Livingston County addressing ordinance, duplicate road names within the county will not be approved. Please submit new road names for review and approval. Morelli Court is approved and has been reserved for this development.
3. Please verify sight distance can be obtained at the approach, looking to the south, at 15 feet off the proposed edge line of Hacker Road.
4. The deceleration taper should be 100 feet long to meet our standard requirement.
5. Proposed grades will be needed on the plan at the new back of curb along the acceleration taper, deceleration taper, right turn lane, radii of the approach, on the west side of Hacker Road and along the taper from the new pavement section to the existing gravel section.
6. Existing grades on the west side of Hacker Road within the project limits should be shown on the plans.
7. The limits of grading for the improvements to Hacker Road should be shown on the plans. Also, any trees that need to be removed and any mailboxes that need to be relocated will need to be identified.
8. The proposed type of MDOT curb should be identified on the plans and the detail should be included on the plans. The LCRC also requires edge drain to be installed under the curb within the Hacker Road right-of-way.

Bellavista Dr
Villas of Hartland
September 29, 2020
Page 2

9. A soil erosion and sedimentation control plan will need to be included in the plan set.
10. Please provide a pavement striping plan for the improvements to Hacker Road.
11. Any existing traffic control signs that need to be removed and/or relocated for the improvements to Hacker Road will need to be called out on the plans. A note should also be included on the plans indicating the removal or relocation of those signs need to be coordinated with the road commission.

Please submit two (2) copies of revised plans for review. If you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File
Troy Langer, HartlandTownship (via email)
Ken Recker, Livingston County Drain Commissioner's Office (via email)



**LIVINGSTON COUNTY ROAD COMMISSION
LAND SPLIT / SIGHT DISTANCE REVIEW**

**** NOTE: THIS IS NOT A
DRIVEWAY PERMIT****

Review Number 2109-010

Property Owner and Applicant Information

Owner: Hacker Road LLC
Street Address: 20771 Randall
City, State, ZIP: Farmington Hills, MI 48336
Day Phone: (248) 474-0707

Applicant:
Company: Desine Inc.
Address: 2183 Pless Drive
City, State: Brighton MI, 48114
Applicant Phone: (810) 227-9533

Location

Township: Hartland **Section** 19 **Roadway On:** Hacker Road **Side of Street:** East
Approach Type: Commercial **Development:** Village of Hartland
Speed Limit (if posted): 45 **Speed Factors (if any):** Unposted Gravel Road

Recommended for Approval:

No

Date of Review:
11/17/2021

Inspector:
Sonny Newton

Comments:

An emergency access drive could be permitted once a clear vision area is established. There are some small trees to the north that need to be removed.

Inspector: *Sonny Newton*

Field Measurements: Location of existing property corners from nearest crossroad: 900 and 1750 feet North of M-59

Parcel	Prop/Emnt Corners	Access Point(s)	Sight Distance Req.		Sight Distance Measured		S.D. Comply	CVA Comply	Neighbor Consent	Approve
			Std	Min	725 North	725 South				
Emergency Access	900	1750	1500	500	725 North	725 South	Yes	No	No	No

** This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.



**LIVINGSTON COUNTY ROAD COMMISSION
LAND SPLIT / SIGHT DISTANCE REVIEW**

****NOTE: THIS IS NOT A
DRIVEWAY PERMIT****

Review Number 2209-001

Property Owner and Applicant Information

Owner: Hacker Road LLC
 Street Address: 20771 Randall
 City, State, ZIP: Farmington Hills, MI 48336
 Day Phone: (248) 474-0707

Applicant:
 Company: Desine Inc.
 Address: 2183 Pless Drive
 City, State: Brighton MI, 48114
 Applicant Phone: (810) 227-9533

Recommended for Approval:

Yes

Date of Review:
1/17/2022

Inspector:
Kim Hiller

Location

Township: Hartland Section 19 Roadway On: Hacker Road Side of Street: East
 Approach Type: Private Road Development: Village of Hartland
 Speed Limit (if posted): 45 Speed Factors (if any): Unposted Gravel Road

Comments:

A private road approach could be located at the staked location. The clear vision area will need to be established during the construction of the private road approach. A private road approach permit will be required. See the LCRC's driveway standards for further information.

Inspector: Kim Hiller

Field Measurements: Location of existing property corners from nearest crossroad: 900 and 1750 feet North of M-59

Parcel	Prop/Emnt Corners		Access Point(s)	Sight Distance Req.		Sight Distance Measured		S.D. Comply	CVA Comply	Neighbor Consent	Approve
	900	1750		Std	Min	725 North	725 South				
Private Road	900	1750	1140	725	500	725 North	725 South	Yes	No	No	Yes

** This review is based on the survey/sketch provided to us at the time of application or during the review process. Any changes to property lines or driveway locations after the date of this review will void the review and may prevent approval or permits for any future driveway approaches.

HARTLAND TOWNSHIP PLANNING COMMISSION APPROVED REGULAR MEETING MINUTES

March 11, 2021 – 7:00 p.m.

This meeting was held via video conference in compliance with the Department of Health and Human Resources Emergency Order of February 4, 2021 under MCL 333.2253

1. **Call to Order:** Chair Fox called the meeting to order at approximately 7:05 p.m.
2. **Pledge of Allegiance:**
3. **Roll Call and Recognition of Visitors:**
Present – Commissioners Fox (via video from Hartland Township, MI), Grissim (Hartland Township, MI), LaRose (Hartland Township, MI), McMullen (Hartland Township, MI), Murphy (Hartland Township, MI)
Absent – Commissioners Mitchell, Voight
4. **Approval of the Agenda:**
A Motion to approve the March 11, 2021 Planning Commission Regular Meeting Agenda was made by Commissioner LaRose and seconded by Commissioner Murphy. Motion carried unanimously.
5. **Approval of the Minutes:**
 - a. Planning Commission Minutes of February 11, 2021
A Motion to approve the February 11, 2021 Planning Commission Meeting Minutes was made by Commissioner LaRose and seconded by Commissioner Grissim. Motion carried unanimously.
6. **Call to Public:**
None
7. **Public Hearing:**
 - a. **Site Plan Application #20-011 Villas of Hartland Planned Development (PD) – Preliminary Site Plan.** A request for Preliminary Planned Development approval for a 55-unit residential development on two parcels; 4708-19-300-013 and 4708-19-300-014, totaling approximately 24.51 acres, in Section 19 of the Township.

Chair Fox explained the Public Hearing process.

Chair Fox opened the Public Hearing at 7:11 PM stating all noticing requirements have been met.

Director Langer summarized the request, location and process stating the following:

- Located north of M-59 and east of Hacker Road.
- Planned Development (PD) is a three-step process: Concept, Preliminary and Final. Each review is before both the Planning Commission and the Township Board.
- Tonight, is the Preliminary phase which requires a Public Hearing.

Wayne Perry of Desine, Inc. representing the Applicant, Joe Rotondo stated the following:

- Development is at the Preliminary stage.
- Currently proposed as a 55-unit condominium development with private roads, a gated community.
- Mr. Rotundo feels this provides a style of ownership that is desired by buyers in today's market.
- High quality single-family homes without large lawn areas.

Chair Fox confirmed that all of the written communications will be included in the record of this meeting.

Call to Public

- Henry Nykiel, N Hacker Road, Oceola Township; commented on some experiencing lack of connectivity for the meeting.
- Roger Myers, Attorney representing Walnut Ridge Homeowner's Association, Michigan Avenue, Howell; stated the following:
 - Concerns about connecting road and unrestricted gate to private roads within Walnut Ridge.
 - Walnut Ridge HOA will not grant ingress-egress access per Condition #6 of the proposed resolution.
 - Would prefer a restricted gate with unpaved emergency access connecting the two developments.
- Jim Jablonski, N Hacker Road, Oceola Township; expressed concerns about runoff negatively impacting existing wetlands and ponds. Would like the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) to review the project.
- Henry Nykiel, N Hacker Road, Oceola Township; expressed concerns with [unintelligible] runoff negatively impacting existing wetlands and ponds and would like the developer to test the pond water, future flooding, and increased traffic.
- James Quigley, Hacker Road, Hartland Township; expressed concerns about the safety of foot traffic on Hacker Road, increased vehicle traffic, and increased trespass onto his property.
- Derek Niederquell, Walnut View Drive, Hartland Township; concerned about increased traffic due to connecting road.
- Sue LaRoy, Walnut View Drive, Hartland Township; concerned about increased traffic and safety due to connecting road.
- Joe Napieralski, Walnut View Drive, Hartland Township; agrees with previous comments, has concerns about connecting road (annex), speeding traffic, about not being able to have their concerns heard by the neighboring HOA, construction traffic in Walnut Ridge, and wear and tear on the existing roads.
- Dennis Pate, Walnut Ridge HOA President, Walnut View Drive, Hartland Township; his members are concerned about traffic and safety, tired of construction and all that comes with it, maintenance of the private road, opposed to connecting road.
- Steven Cotter, N Hacker Road, Oceola Township stated the following:
 - Feels this development is not compatible with the intent of the zoning.
 - Concerned about construction noise, increased traffic, light pollution, runoff into ponds and wetlands.
 - Request the Planning Commission require a buffer with a berm and evergreens, consider relocating the entrance farther to the south.

- Courtney Samson, Walnut View Drive, Hartland Township; concerned about safety and traffic.
- Gary LaRoy, Walnut View Drive, Hartland Township; concerned about traffic and safety as their development has sidewalks on one side of the street only.
- Aaron Harkness, Torrey Pine Court, Hartland Township; oppose the connecting road, concerned about traffic and safety.
- Chris Lucier, Walnut View Drive, Hartland Township; concerned about traffic, safety and preserving the family-friendly character of their development.

Chair Fox closed the Public Hearing at 7:59 PM

Chair Fox referred to the staff memorandum dated March 4, 2021.

Eligibility Criteria (Section 3.1.18.B.)

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 outlined the community benefits that the Villas of Hartland PD will provide as listed below:

- Preservation of natural features as open space areas.
 - Provision of a low to no maintenance community that is in demand in Hartland Township by professionals and senior citizens.
 - Luxury homes comprised of high-quality materials.
 - Residents of the development may provide an increase in utilization of local businesses as they engage in the Hartland community.
 - Provision of vehicular and pedestrian connections to the adjacent residential development, Walnut Ridge Estates PD, plus sidewalks are provided within the Villas development.
 - Extension of municipal sanitary sewer and water service to accommodate the proposed development, built to the Township and County standards.
2. **Minimum Size.** *Planned Developments must be a minimum of 20 acres of contiguous land.*

The proposed project is approximately 24.51 acres in size, thus complying with the minimum size requirement.

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.*
 - Review letter from Livingston County Road Commission (LCRC), dated September 29, 2020, outlines their comments and lists the required modifications to the proposed plans.
 - Hartland DPW will manage a water capacity study for the total fifty-five (55) units (earlier modeling was based on forty (40) units.)

- Developer will be required to upgrade the existing pump station with the purchase and installation of two new (2) pumps to provide the additional sewer capacity.
 - Director Langer stated the following about Traffic:
 - It is anticipated development will not rise to the level of requiring a Traffic Study with the recent addition of a traffic signal at Hacker Road and Highland Road.
 - When Walnut Ridge was originally proposed, the two developers discussed the connection between the two developments and planned for it.
 - Concept was to have a connection to Hacker Road where a signal would eventually be installed at M-59 allowing the residents of Walnut Ridge the ability to make a safe and efficient left turn with the aid of a traffic light during peak times of traffic on M-59.
- 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.*

Chair Fox stated this development shall not have an adverse impact on the Comprehensive Plan; this will be discussed in detail later in the meeting.

- 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.*

The applicant has provided a copy of the Warranty Deed which shows the sole ownership of the subject property (two parcels) is under Hacker Road, LLC.

Planned Development Design Standards (Section 3.1.18.C.)

- 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.*

Chair Fox stated the following:

- Single-family residential is compatible with the Comprehensive Plan and would be permitted.
- Fairly consistent with other Medium Suburban Density Residential (MSDR) developments in the area such as Walnut Ridge Estates PD, Hartland Estates, San Marino Estates, Meadow View Estates, Fiddler Grove, and Autumn Woods.

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

Director Langer stated the following:

- Preliminary Plan proposes a density of 2.24 dwelling units per acre exceeds the density allowed for in the MSDR, density of 1 to 2 dwelling units per acre.
- Planned Development process allows the applicant to seek up to a forty percent (40%) bonus density.
- Without the bonus density, forty-nine (49) dwelling units would be allowed.
- With the maximum bonus density, sixty-nine (69) dwelling units could be allowed.
- Proposed development has fifty-five (55) dwelling units; consideration of a density bonus is applicable.
- Planning Commission, and ultimately the Township Board, must decide if the project meets the requirements for the density bonus.
- If the density bonus is awarded, this development will be consistent with the Future Land Use Map (FLUM). If not, it would then be inconsistent with the FLUM.
- More information in the staff report for historical reference.

Commissioner LaRose expressed the following concerns:

- Density bonus is being considered but a waiver for some Landscaping requirements has been requested.
- Trying to understand the grading plan and proposed drainage, unsure if greater density can be accommodated.
- Building envelopes shown are pretty close together compared to what the Zoning Ordinance generally allows.

The Applicant stated the following:

- Building envelopes being proposed rather than lots.
- Various house designs provided which are all smaller than the building envelopes.
- Everything related to the residence must be constructed within the envelope depicted.
- Envelope will not be filled completely but decks and porches must be contained within that area.
- Envelope approach allows for some flexibility rather than proposing a specific footprint.
- Separation between units will not be less than what is depicted but probably more based on the house sizes provided.
- Conventional drainage is planned as the site is regraded, front to the road, back toward the rear.
- Not requesting a reduction in Landscaping but rather a modification which is up to the Planning Commission; change in percentage of deciduous trees to evergreen. They feel it is a better mix, but if the Planning Commission does not agree, they will comply.
- Feels the street trees cannot be placed in the location the Zoning Ordinance requires.

Commissioner LaRose asked if there is anything in the by-laws requiring a certain distance between the houses. The Applicant replied there are no setbacks but the minimum distance between building envelopes is fourteen (14) feet. Chair Fox asked the Applicant to confirm the house designs proposed do not fill the building envelopes left to right. The Applicant concurred.

- 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.*

Chair Fox stated the Applicant has provided three (3) elevation plans giving some direction as to the look of this development. Mr. Rotondo also built Hartland Estates, a neighboring development to the east. The quality of that development speaks to what is being proposed here.

4. Minimum Yard Requirements.

Chair Fox stated the following:

- Setback from Hacker Road is 125 feet exceeding the standard of 50 feet.
- Along the perimeter the standard is 40 feet; proposed is 50.4 feet (east) 41.0 feet (north) 44.3 feet (south).
- Along an internal collector or local road 40 feet is required; 23.5 feet is the proposed setback from private road as measured to closest point of unit envelope

Commissioner Murphy asked the Applicant if any elements can exceed the building envelope. The Applicant stated the driveway, and sidewalks only. Commissioner Murphy asked if any elevated building materials could extend outside of the envelope. The Applicant stated if it is a deck or any other part of the house, it cannot extend outside of the building envelope.

Commissioner Murphy asked if there is enough room to walk around an average sized or larger vehicle parked in the driveway without covering the sidewalk. The Applicant stated they believe there is enough room.

Commissioner Murphy asked if sidewalks are planned for both sides of the street. The Applicant affirmed they are.

- 5. Distances Between Buildings.** *Spacing requirements for buildings in a planned development are outlined in Section 3.1.18.C.vi.b. 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 of fifteen (15) feet on both sides.*

The Planning Commission briefly discussed the possibility of two houses being 14 feet apart if pushed to the extreme edges of the envelopes.

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

Chair Fox stated with two-stories they will meet the height limitation.

7. Landscaping.

Chair Fox stated the Landscaping would be discussed in depth later in the meeting.

- 8. 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.*

Director Langer stated the following:

- Two separate Ordinances apply:
 - Section 3.1.18.C.vi.f. CA Conservation Agriculture requires 85% but is more for traditional developments
 - Section 3.15 Residential Condominium Developments requires 25% with 10% usable open space
 - Proposed is 42% open space and 15.3% usable open space.

- 9. 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.*

Director Langer stated the following:

- Two types of wetlands present on the site: regulated and nonregulated.
- Only the Michigan Department of Environment, Great Lakes and Energy (EGLE) can determine if a wetland is regulated or nonregulated.
- Several are present on the site.
- Applicant intends to fill some and not others.
- Off-site wetland in the vicinity of the connection road would be partially filled.
- Tree Inventory indicates the Applicant intends to keep some existing trees on the exterior portions of the site as part of the required screening as well as others throughout the site.

Commissioner LaRose expressed concern with proposed walkouts in the vicinity of wetlands.

- 10. 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.*

Chair Fox stated a five-foot-wide sidewalk is shown on both sides of the street and a sidewalk on the north side of the future road will connect Walnut Ridge Estates and The Villas of Hartland.

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

1. Stormwater and Drainage Systems.

Commissioner LaRose expressed the following concerns:

- Wetland areas could cause potential flooding.
- Drainage between the homes.
- Wetland across Hacker Road.
- One retention basin soil boring started at 14.5 feet, what kind of soils were present in those 14.5 feet, only the last 1.5 feet was sandy soils. Unsure if the retention basin will work as designed. Needs more review.

- Not opposed to the development but not yet comfortable with the information and reviews provided.
- Potential impact of water downstream, it appears the pond does not have much room for additional water.

The Applicant stated the reason they proposed a retention basin rather than a detention basin was specifically to avoid any downstream impacts. The basin is designed in accordance with Livingston County Drain Commission specifications. It holds a 100-year storm, has an excess of three feet of freeboard and will hold at least two 100-year storms prior to any potential failure occurring. The soils are clay on top with sand underneath. All the way to the east to Hartland Estates there is sand underneath the clay. The soil borings confirm an extensive layer of sand capable of handling the run-off. Additionally, the Drain Commissioner now requires they create an infiltration chamber system at the bottom of the basin in the sand so even if the native sands at the bottom of the basin begin to plug off, the retention basin does not fail from an infiltration standpoint, the basin will continue to function.

Director Langer asked the Applicant about the overflow or outlet on the site plan towards Hacker Road and how that might work. The Applicant replied that is a requirement of the Livingston County Drain Code for any stormwater management system, retention or detention basin, you are required to provide an emergency overflow that would function should it ever need to. Normally in a detention basin situation, there is a significant possibility they could be put into use as detention basins do not have infiltration capability, that is why they have an outlet. They are designed to handle one 100-year storm. This retention basin is designed to handle one 100-year storm only to the high level and then there is over another three feet of storage for a second 100-year storm event. With the infiltration chamber system in the bottom, this system is anticipated never to use the required emergency overflow.

2. **Fiscal Impacts.**

Chair Fox stated the following:

- The Applicant stated the proposed development will bring revenue to the Township via taxes which will also benefit the school district.
- Schools will not be impacted much as it is intended for residents 55 and older.
- As some local residents relocate to this development, other housing will become available also increasing the tax base.

3. **Other.**

Internal Vehicular Circulation

Director Langer stated the following:

- Difficult to talk about The Villas without Walnut Ridge Estates
- Walnut Estates is required to have a secondary access due to the number of units.
- Two options were given: an emergency access that would connect to the church in case the main road was blocked, or a connection to the west.
- Two units were reserved for the access; whichever one was used, the other could be converted into another site for a home.

- Timetable in place of six years, if the property was not developed in that time frame, then the site could be used as a home site and the church option would be used.
- Same is true with The Villas; they also need a secondary access.
- Connection will serve both.
- The connection would also serve as a way for Walnut Ridge residents to make a safe left turn onto M-59 during peak traffic using the newly installed signal at Hacker Road.
- Roads for The Villas were designed for traffic calming to reduce speeding.
- Developer for The Villas is proposing a gated community.
- Will open automatically for any vehicle, if there was a loss of power, the gates can be manually opened.
- If gate system were one that would not allow traffic to flow through, consideration should be given to a secondary access for The Villas. The developer chose one that does allow all traffic to pass through.
- Comprehensive Plan states it is best for the community to have interconnectivity between neighborhoods to create better access for emergency vehicles, school buses, and mail carriers.
- Having interconnectivity is generally thought to reduce conflict points with major roadways such as M-59.
- Encourages walkability between subdivisions.
- Gates will act as a speed reducing device but also accomplish interconnectivity.

Char Fox added the following:

- Served on the Planning Commission during the review of Walnut Ridge Estates and can provide some history and context for the connection decision.
- Concept of the connecting road is Walnut Ridge is the benefactor from the traffic safety standpoint.
- Unlikely Villas residents would travel east through Walnut Ridge, other than possible church attendance.
- Safe alternative for teen drivers traveling back to the school complex during peak traffic times on M-59.
- Not stating a position, just sharing information.

Landscaping (Section 5.11)

A. Landscaping of Divider Medians (Sec. 5.11.2.A.vii.)

Chair Fox asked if a crossover should be added like Hartland Estates to allow vehicles to turn around and not enter the gate area. The Applicant stated the Hartland Estates gate was originally not intended to open for all vehicles, so the crossover was needed to exit the gate entry area. School buses were not intended to enter the community, so the turnaround had to be large enough to accommodate a school bus. That situation is not present in The Villas of Hartland as the gates are an aesthetic amenity and will open for all vehicles.

B. Greenbelt Landscaping (Sec. 5.11.2.C.i.)

Commissioner Grissim offered the following comments:

- Hacker Road north of the entrance is an approximate 20-foot-wide gravel road cradled on either side by large mature Hickory and Oak trees which is a huge traffic calming feature.

- Understands the desire to pave the road per Livingston County requirements but now it will be 35 feet wide with acceleration/deceleration lanes making it 47 feet wide in places.
- Due to the water main and utilities, the trees are pushed back to 50 feet making it feel like a highway.
- Going to increase speed, not be as safe, and will not have the feel it has today.
- Would like to see the shade trees as close to the road as they can to minimize the impact and bring back the character that is there today.

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

Commissioner Grissim stated the following:

- Visited both Walnut Ridge and Hartland Estates.
- Ordinance requests street trees be within 15 feet of the edge of the road for the same reason, a traffic calming device and to create the street environment.
- Applicant stated they cannot plant trees over the utilities in the right of way. [Photos of Walnut Ridge and Hartland Estates were compared]
- Areas with the trees in the right of way create a much better feel to the road; trees farther back feel like a highway and can encourage traffic to go faster.
- It can be done. Really pushing for those trees to be with 15 feet of the road.

The Applicant stated the following:

- It is the developer's desire to plant the trees between the sidewalk and the edge of the road; unfortunately, the Township Engineering Standards do not allow trees in the public utility easements.
- Caught between the Zoning Ordinance and the Township Engineering Standards.
- Open to do whatever the Planning Commission decides but cannot satisfy all parties involved.

Chair Fox asked what occurs in other communities.

The Applicant stated often sewer is under the pavement, but Hartland does not favor that placement of sanitary sewer. Placement is preferred back of curb, same with water main. Or there are communities that do not restrict the placement of trees within public utilities. There is lots of variability.

Director Langer commented they spoke with the Public Works Director who restated they do not prefer to have trees planted over water or sewer mains, but he did review the depth of the utilities and is willing to work with the Applicant and the Planning Commission to find a place for the trees.

Commissioner Mitchell stated he agrees with Commissioner Grissim and prefers the trees in between the sidewalk and the edge of the road, it is much more pleasant; he hopes they can work with Public Works to find an appropriate location.

Commissioner Murphy stated he too agrees with Commissioner Grissim and appreciates her comments. Whether it is the entrance to Hacker Road or the internal roadway, he agrees with both Commissioners Grissim and Mitchell.

Commissioner LaRose stated the following:

- Opposed to putting trees over the infrastructure.
- More costly to repair.
- People get very attached to trees and object when they are removed for a repair.
- Reason is root systems can cause damage those utilities.
- Her preference would be to avoid the utilities.

Commissioner Grissim disagreed responding with the following:

- Utilities are down quite deep.
- Root systems typically stay within the top three feet; utilities are down about five feet.
- Has not found it to be that expensive to remove a tree to do a repair and it does not happen very often.
- In many different developments there is an understanding if there is a problem, it is a non-issue with the developments she has been involved with.
- Would like to push the same issue along Hacker Road to keep the character.

Bob West, Township Manager commented the following:

- Familiar with Hartland Township Public Works.
- Positioning not only for the water main and sewer main but also for the private infrastructure. Tree roots can grow and damage sidewalks which can cause an issue with replacement and the homeowner.
- Where there is curb and gutter, those can be impacted.
- Root system may not be deep, but the edge drain is also not deep.
- Public Works will work with the Planning Commission and the Applicant but that is the recommendation.

The Planning Commission briefly discussed other communities that have street trees close to the road.

Commissioner McMullen agreed with Commissioner Grissim, she likes the look and has not seen too many issues with street trees and utilities.

Commissioner Murphy asked if items could be adjusted, utilities, sidewalk, to find a compromise, maybe trees that are slower growing with different root structure, to satisfy both departments.

Commissioner Grissim replied there are tree varieties that have more compatible root structures than others. She also commented the distance between the sidewalk and edge of road is ten feet which is much larger than some; usually five feet. Yes, different trees can be utilized, and elements can be moved around.

Chair Fox summarized saying he is hearing the Planning Commission would like to see the trees closer to the street between the sidewalk and the road, there could be a possible tree selection that would minimize impact to utilities and sidewalks.

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

Commissioner Grissim stated she believes the screening on the north and south with the existing trees remaining and the supplemental trees as shown should be adequate. The way the retention area is laid out, it should meet the Ordinance.

Street Lighting

Director Langer asked if the concerns about light trespass to the west are addressed in the Site Plan. Commission Grissim stated yes, there is a long distance, there are only two pole lights near the entrance, the rest are from the residences. She does not feel there will be light trespass; there are no streets lights in this development.

Architecture/Building Materials (Sec. 5.24)

Chair Fox stated according to the renderings submitted they look similar to what we have seen before; they seem to be very high quality and nice-looking units. The Planning Commission agreed.

Chair Fox asked if the Applicant had any comments on the consulting review letters. The Applicant had none.

Director Langer stated there is a lot to take in and appreciated participants' patience as well as all the comments shared and submitted. Hopefully, the Township and the Applicant can ultimately reach something that is good for the community.

Chair Fox agreed. He feels they need to send the Applicant back to do a few things.

The Planning Commission briefly discussed the proposed distance from the edge of the right of way to the building envelope. The Planning Commission is satisfied with the distance shown.

Commissioner McMullen stated the following:

- She has a problem with the gates; it is not truly a gated community.
- Gate is not a welcoming factor.
- Perception of not being inclusive to the community.
- Promotes a lack of diversity.
- She does not think that people move to Hartland to be in a gated area, sectioned off from the community.

Commissioner Mitchell stated the following:

- Was not originally in favor of the gates but feels better about them after this discussion.
- Not coded.
- Will visually discourage through traffic.
- Not a safety issue.

Commissioner LaRose restated her concerns about Landscaping that can hopefully be worked out. Also, she would like to see a more detailed review of the stormwater design by Livingston County Drain Commission. She felt the Engineering review was vague and she would like to see a more in-depth review. It can be a pretty substantial change if something has to be redesigned following a drainage review.

March 11, 2021 – 7:00 p.m.

Chair Fox stated he is not prepared to make a recommendation to the Board tonight. He asked if the Planning Commission is comfortable asking the Applicant to do some of the things requested, Landscaping modification, drainage review.

Commissioner Mitchell stated he would like to see an updated Landscaping Plan showing the trees closer to the road as Commission Grissim has requested.

Commissioner LaRose stated she appreciates the people who spoke this evening about traffic and safety, she has children too and understands their comments. Nevertheless, she feels the connection road is a strong benefit and will be safer from a travel perspective as kids are learning to drive. The design does promote driving slower.

Commissioner Grissim agreed with Commissioner LaRose and the Planning Director. She grew up in a development where the streets were connected, and it still felt like a neighborhood. One of the community goals is to have a walkable and driving network. She wants to encourage the connection.

Commissioner Murphy stated he also agrees. He too was a Planning Commissioner when Walnut Ridge Estates was going through the approval process and recalls the discussion of the connector road being a benefit for those in Walnut Ridge trying to make a left turn during peak traffic, especially for newer drivers. It is a plus for safety. Also, as Commissioner Grissim mentioned, the neighborhood aspect. He feels Commission Grissim painted a good picture of how to use Landscaping to close in the open area of the entrance somewhat. He also would like to see what can be done to get the street trees between the sidewalk and the edge of the road as recommended by Commissioner Grissim.

Director Langer stated since we have asked the Applicant to make some modifications, he would ask the Planning Commissioners to listen to the Public Comment later tonight. Maybe some of the residents did not know the history of the connection road and maybe some will have a rebuttal. He would ask that they keep an open mind. It is a very important topic and worth taking some time to think about.

Commissioner Mitchell stated it should be pointed out that construction traffic will not be passing through Walnut Ridge.

The Applicant stated he had no further comments other than he would appreciate direction from the Planning Commission. There are a number of issues the easiest being placing the street trees on the other side of the sidewalk. Regarding the connection, they need some direction, or they can move forward.

Commissioner Mitchell clarified he is only in favor of the access if it has the electric gates that open up, it should not be a wide-open access.

Chair Fox asked if the Applicant needed any additional clarification. The Applicant stated he understands the Planning Commission position on the access and the rest of the comments they can work through.

Chair Fox stated this item will return to the Planning Commission at a later date, the difference being tonight was a Public Hearing that requires noticing property owners within 300 feet of the proposed project. The next meeting will not be a Public Hearing so there will not be a written notification. Interested residents can access the Hartland Township website and view upcoming agenda items. It will appear as Site Plan Application #20-011 Villas of Hartland

Planned Development (PD) – Preliminary Site Plan. Today was different as it was a Public Hearing. It will take much longer than a week or two to return.

The Planning Commission chose not to make a recommendation on Preliminary Planned Development.

8. Call to Public:

- Joe Napieralski, Walnut View Drive, Hartland Township; appreciated the history, still strongly opposed to the annex. Will follow up with the Homeowners and additional communications. Does not agree with the traffic benefit going all the way down to Hacker Road to make a left turn.
- Henry Nykiel, N Hacker Road, Oceola Township; still very concerned about water running over the road. He believes that eventually the water will reach the overflow. When filling wetlands, the water has to go somewhere. Concerned about the pond. Could be an issue in the future.

9. Planner's Report:

None

10. Committee Reports:

None

11. Adjournment:

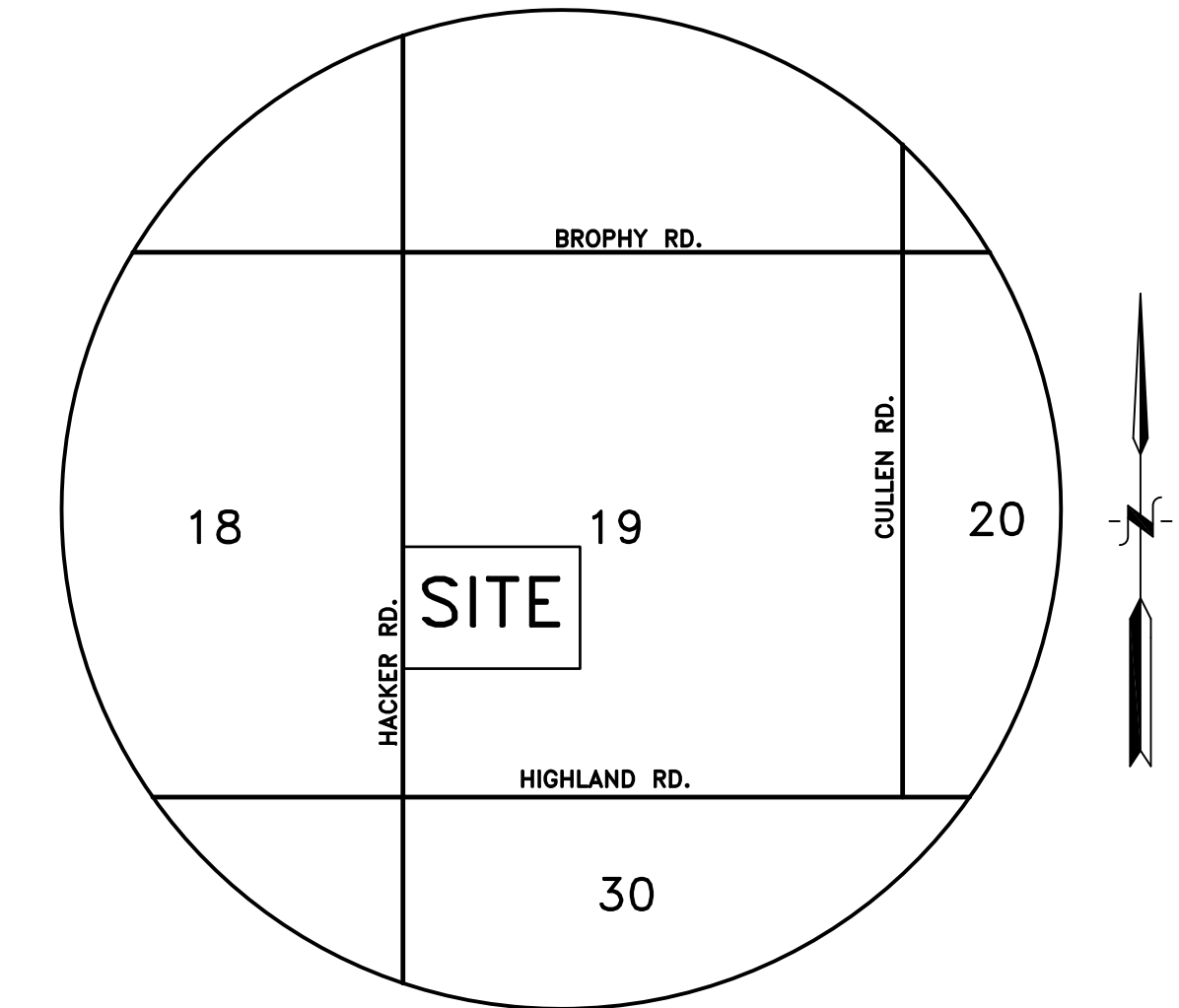
A Motion to adjourn was made by Commissioner Mitchell and seconded by Commissioner Murphy. Motion carried unanimously. The meeting was adjourned at approximately 9:50 p.m.

Submitted by,

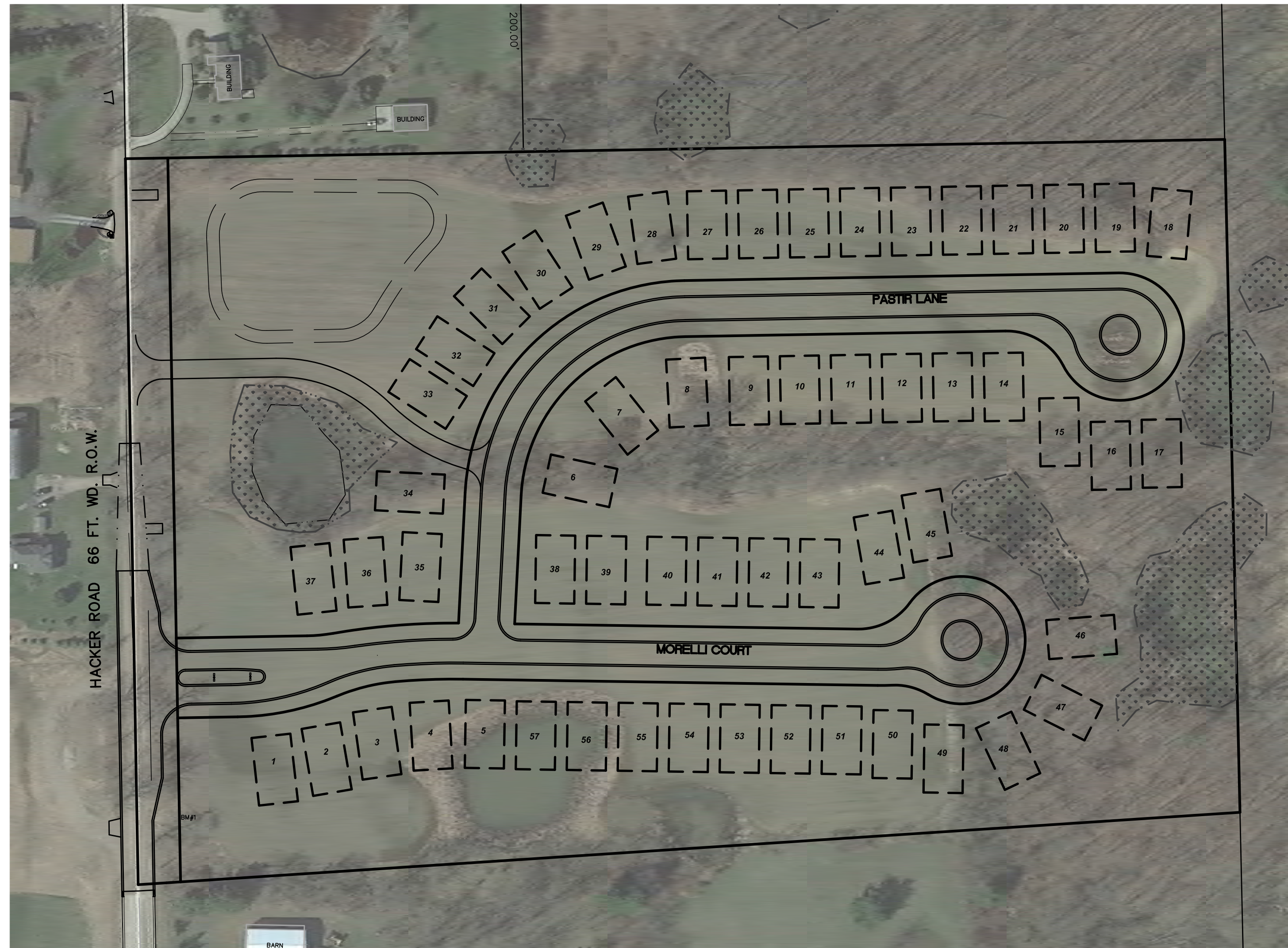


**Keith Voight,
Planning Commission Secretary**

PRELIMINARY SITE PLAN FOR
VILLAS of HARTLAND
 A SITE CONDOMINIUM PLANNED UNIT DEVELOPMENT
 BEING PART OF THE SOUTHWEST 1/4 SECTION 19, T3N, R6E, HARTLAND TOWNSHIP,
 LIVINGSTON COUNTY, MICHIGAN



LOCATION MAP
 SCALE: 1in. = 2000ft.



PARCELS 08-19-300-013 AND 18-19-300-014
 (Part of Certified Land Survey,
 As Recorded In Liber 1970, Page 850, Livingston County Records)

Commencing at the West 1/4 Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence S 01°00'20" E 165.05 feet along the West line of Section 19 and the centerline of Hacker to the East 1/4 Corner of Section 24, Town 3 North, Range 5 East, Oceola Township, Livingston County, Michigan; thence continuing S 01°00'20" E 851.08 feet along said Section line and centerline to the **PLACE OF BEGINNING**; thence N 88°59'40" E 1294.14 feet; thence S 01°17'53" E 792.48 feet along the East line of the West 1/2 of the Southwest fractional 1/4 of Section 19 (as previously surveyed); thence S 86°14'30" W 1299.72 feet; thence N 01°00'20" W 854.89 feet along said West line and centerline to the Place of Beginning. Being a part of the Southwest 1/4 of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 24.51 acres of land, more or less. Being subject to the rights of the public over the Westerly 33.00 feet thereof, as occupied by Hacker Road, also subject to easements and restrictions of record, if any.

SHEET INDEX

- EX1 EXISTING CONDITIONS AND CLEARING PLAN
- EX2 EXISTING CONDITIONS TREE LIST
- DV DEVELOPMENT PLAN
- SP SITE PLAN
- UT1 UTILITY PLAN
- UT2 UTILITY EASEMENT PLAN
- UT3 UTILITY CALCULATIONS
- GR1 GRADING PLAN
- GR2 RETENTION BASIN, CALCULATIONS & DETAILS
- GR3 SOIL BORING LOGS
- OS OPEN SPACE PLAN
- LS LANDSCAPE PLAN
- R1 MORELLI COURT ROAD AND STORM, PLAN & PROFILE
- R2 PASTIR LANE ROAD AND STORM, PLAN & PROFILE
- ST STORM SEWER PROFILES
- AP HACKER ROAD PLAN, PROFILE, & SECTIONS
- S1 MORELLI COURT SANITARY SEWER, PLAN & PROFILE
- S2 PASTIR LANE SANITARY SEWER, PLAN & PROFILE
- S3 SANITARY SEWER, PLAN & PROFILE
- W1 MORELLI COURT WATERMAIN, PLAN & PROFILE
- W2 PASTIR LANE WATERMAIN, PLAN & PROFILE
- W3 HACKER ROAD WATERMAIN, PLAN & PROFILE
- WS WATERSHED PLAN
- DT1 ROAD DETAILS
- DT2 STORM SEWER DETAILS
- DT3 SANITARY SEWER & WATER MAIN DETAILS
- DT4 SITE DETAILS

ARCH. PLAN - RANCH UNIT
 ARCH. PLAN - CAPE COD UNIT
 ARCH. PLAN - 2 STORY UNIT

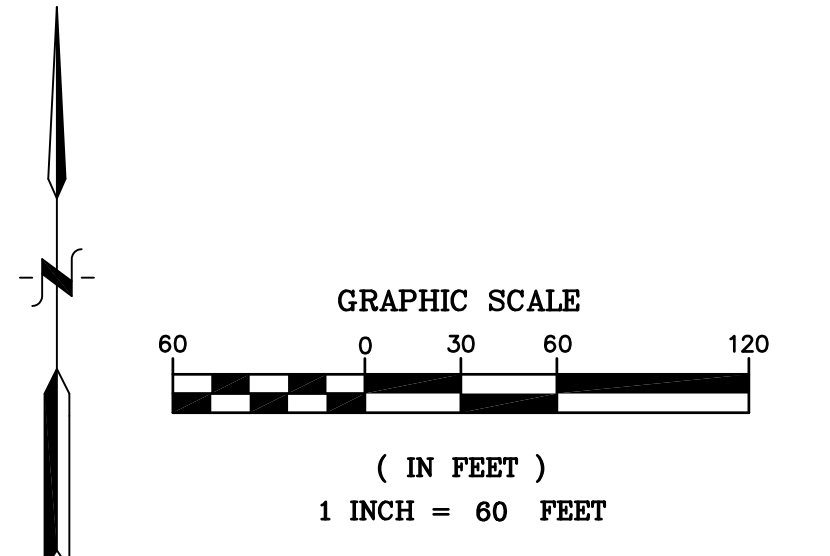
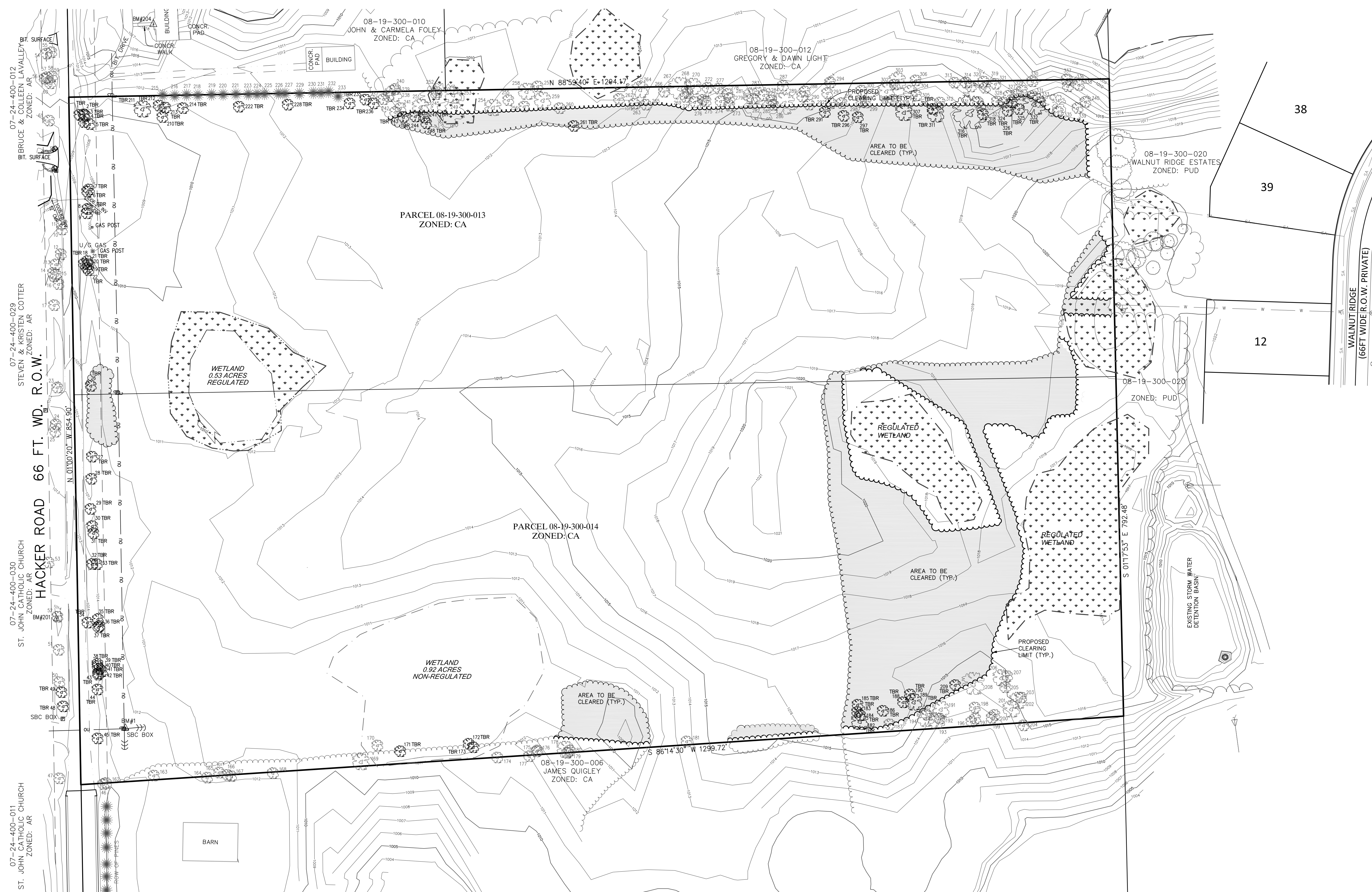
OWNER / DEVELOPER
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MICHIGAN 48336

ENGINEER
 DESINE, INC.
 2183 PLESS DR,
 BRIGHTON, MICHIGAN 48114
 810-227-9533



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

REVISED	SCALE: NONE
SEPT. 1, 2020	PROJECT No.: 152775
JAN. 4, 2021	DWG NAME: 2775 COV
JAN. 29, 2021	PRINT: FEB. 24, 2022



- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER/OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = EX. WETLAND
 - = AREA TO BE CLEARED
 - = TREE TO REMAIN
 - = TREE TO BE REMOVED

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.
 DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
 ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
 ELEVATION = 1012.99 (NGVD 29)

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BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	2-24-22	REVISED PRELIMINARY SITE PLAN			

**VILLAS OF
HARTLAND**

**EXISTING CONDITIONS
AND
CLEARING PLAN**

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 48336-5320

SCALE: 1in. = 60ft.
 PROJECT No.: 152775
 DWG NAME: 2775 EX
 ISSUED: FEB. 24, 2022

EX1

TREE SCHEDULE

No.	DESCRIPTION
1	OAK 14"
2	ELM 12"
3	OAK 30"
4	OAK 36"
5	OAK 15"
6	ELM 12"
7	ELM 12"
8	HICKORY 18"
9	HICKORY 12"
10	OAK 12"
11	OAK 12"
12	OAK 40"
13	CHERRY 18"
14	CHERRY 18"
15	OAK 15"
16	OAK 12"
17	OAK 15"
18	HICKORY 15"
19	HICKORY 6"
20	HICKORY 6"
21	HICKORY 6"
22	OAK 18"
23	OAK 40"
24	OAK 15"
25	OAK 36"
26	HICKORY 24"
27	OAK 30"
28	HICKORY 24"
29	HICKORY 8"
30	HICKORY 12"
31	HICKORY 36"
32	OAK 30"
33	OAK 24"
34	OAK 15"
35	OAK 30"
36	COTTONWOOD 10"
37	COTTONWOOD 8"
38	COTTONWOOD 8"
39	COTTONWOOD 8"
40	COTTONWOOD 8"
41	COTTONWOOD 8"
42	COTTONWOOD 8"
43	COTTONWOOD 8"
44	COTTONWOOD 40"
45	OAK 40"
46	CHERRY 36"
47	MAPLE 8"
48	OAK 40"
49	OAK 10"
50	OAK 18"

TREE SCHEDULE

No.	DESCRIPTION
51	OAK 24"
52	OAK 36"
53	OAK 10"
54	OAK 12"
55	OAK 12" TRI
56	OAK 22"
57	COTTONWOOD 14"
58	COTTONWOOD 14"
59	OAK 8"
60	COTTONWOOD 14"
61	OAK 7"
124	HICKORY 24"
162	MAPLE 24"
163	COTTON 8"
164	COTTON 6"
165	BOXELDER 7"
166	BOXELDER 6"
167	BOXELDER 7"
168	BOXELDER 8" TRI
169	ELM 14"
170	MAPLE 6"
171	BOXELDER 6"
172	BOXELDER 9"
173	BOXELDER 8"
174	CHERRY 12" TWIN
175	BOXELDER 7"
176	ELM 11"
177	CHERRY 13" TWIN
178	CHERRY 16"
179	CHERRY 12"
180	BOXELDER 6"
181	OAK 12"
182	CHERRY 14"
183	CHERRY 10"
184	CHERRY 6"
185	BOXELDER 8" TWIN
186	APPLE 7"
187	CHERRY 8"
188	CHERRY 10"
189	OAK 17"
190	OAK 12"
191	OAK 18"
192	OAK 8"
193	OAK 14"
194	OAK 18"
195	APPLE 6"
196	ELM 6"
197	OAK 9"
198	OAK 17"

TREE SCHEDULE

No.	DESCRIPTION
199	ELM 7"
200	ELM 9"
201	OAK 18"
202	OAK 16"
203	OAK 9"
204	ELM 6"
205	CHERRY 6"
206	MAPLE 14"
207	CHERRY 9"
208	MAPLE 24"
209	ELM 11"
210	BIRCH 11" TWIN
211	OAK 16" TRI
212	ELM 6"
213	OAK 12"
214	OAK 7" TWIN
215	PINE 6"
216	PINE 7"
217	PINE 8"
218	PINE 12"
219	PINE 6"
220	PINE 6"

TREE SCHEDULE

No.	DESCRIPTION
221	PINE 6"
222	ELM 8" TWIN
223	PINE 7"
224	PINE 9"
225	PINE 7"
226	PINE 8"
227	PINE 6"
228	ELM 11" TWIN
229	PINE 8"
230	PINE 7"
231	PINE 8"
232	PINE 8"
233	PINE 6"
234	BOX 8"
235	HICKORY 7" TWIN
236	OAK 12"
237	OAK 9"
238	CHERRY 10"
239	OAK 18"
240	HICKORY 7"
241	OAK 12"
242	OAK 11"
243	HICKORY 11"
244	OAK 11"
245	OAK 16"
247	OAK 8"
248	OAK 8"
249	OAK 50" MULTI
251	DEAD 16" TWIN
252	OAK 9"
253	OAK 15"
254	OAK 16"
255	HICKORY 9"
256	OAK 7"
257	OAK 6"
258	HICKORY 16"
259	HICKORY 14" TWIN
260	ELM 10"
261	ELM 8"
262	BOX ELDER 13"
263	OAK 8"
264	HICKORY 18" TWIN
265	OAK 12"
266	HICKORY 12" TWIN
267	OAK 22" TWIN
268	HICKORY 13" TRI
269	OAK 9"
270	HICKORY 14" TWIN
271	OAK 10"
272	HICKORY 14" TWIN
273	OAK 12" TRI
274	OAK 13"
275	OAK 8"
276	OAK 6"
277	OAK 10" TWIN
278	OAK 12" TWIN
279	OAK 12" TWIN
280	ELM 10" TWIN
281	HICKORY 15" TWIN

TREE SCHEDULE

No.	DESCRIPTION
282	OAK 36"
283	HICKORY 7"
284	HICKORY 12"
285	OAK 12"
286	OAK 28" TWIN
287	HICKORY 7"
288	OAK 16"
289	HICKORY 6"
290	HICKORY 14" TRI
291	OAK 8"
292	OAK 14" TWIN
293	HICKORY 13" TWIN
294	HICKORY 11"
295	HICKORY 14" TWIN
296	HICKORY 8" TWIN
297	HICKORY 12" TWIN
298	HICKORY 10" TWIN
299	OAK 11" TWIN
300	HICKORY 13"
301	MAPLE 16"
302	MAPLE 13"
303	MAPLE 18"
304	HICKORY 15"
305	OAK 7"
306	HICKORY 10"
307	OAK 18"
308	OAK 13"
309	OAK 14" TWIN
310	CHERRY 8"
311	HICKORY 15" TWIN
312	CHERRY 7"
313	OAK 14"
314	OAK 7"
315	HICKORY 14" TWIN
316	OAK 36"
317	CHERRY 14"
318	HICKORY 9"
319	OAK 13"
320	HICKORY 12"
321	HICKORY 11"
322	OAK 14" TWIN
323	OAK 9"
324	OAK 10"
325	HICKORY 11"
326	OAK 12" TWIN
327	OAK 9" TWIN
328	OAK 12" TWIN
329	HICKORY 8"
330	HICKORY 12"
331	OAK 11" TRI
332	OAK 26"
333	OAK 8"
334	OAK 24" TWIN
335	HICKORY 10"
336	OAK 10" TRI
337	HICKORY 8"
338	HICKORY 9"
339	OAK 11"
340	OAK 8"

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2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN
CHECK: WMP			

REVISION #	DATE	REVISION-DESCRIPTION

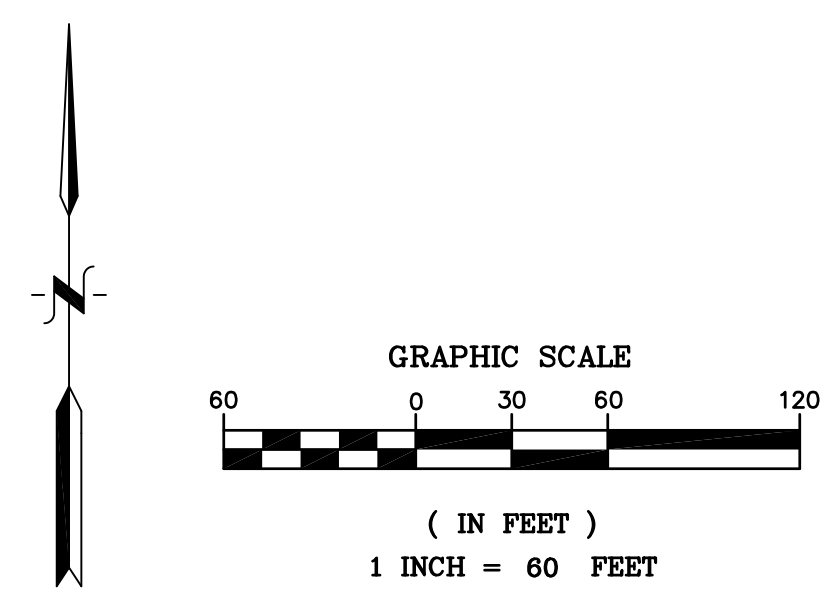
VILLAS OF
HARTLAND

EXISTING CONDITIONS
TREE LIST

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MI 48336-5320

SCALE: NONE
PROJECT No.: 152775
DWG NAME: 2775 EX
ISSUED: FEB. 24, 2022

EX2



- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROPOSED PAVEMENT
 - = PROPOSED GRAVEL SURFACE
 - = PHASE LINE

SITE DATA TABLE
 TAX ID. 18-19-300-013
 18-19-300-014

TOTAL SITE AREA: 24.51 AC.
 CURRENT ZONING: CA
 FUTURE LAND USE MAP (2015):
 MEDIUM SUBURBAN DENSITY RESIDENTIAL

DEVELOPMENT SCHEDULE
 PHASE 1 FALL 2022
 PHASE 2 FALL 2024

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS
 DEPICTED ON SITE PLANS BY DESINE, INC.
 DATUM "NGVD 29"

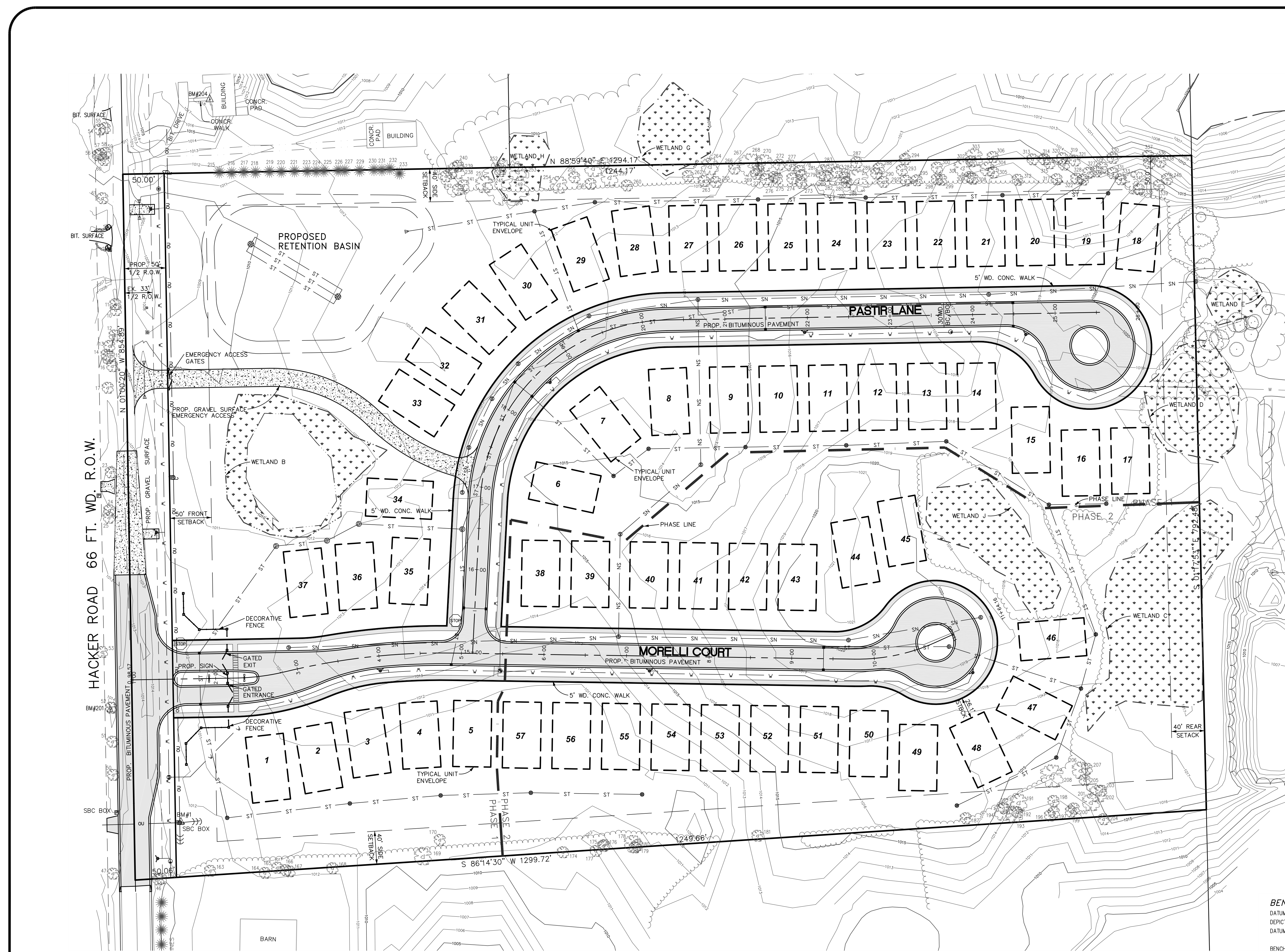
BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED
 WEST SIDE OF HACKER RD AND 1072+ FEET
 NORTH OF M-59.
 ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE,
 LOCATED 55+ FEET EAST OF THE CENTERLINE
 OF HACKER ROAD, IN THE SOUTHWEST CORNER
 OF PARCEL.
 ELEVATION = 1012.99 (NGVD 29)

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 BRIGHTON, MICHIGAN 48114



DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	11-22-21	REVISED ROAD AND UNIT LAYOUT			
	3	2-24-22	REVISED PRELIMINARY SITE PLAN			

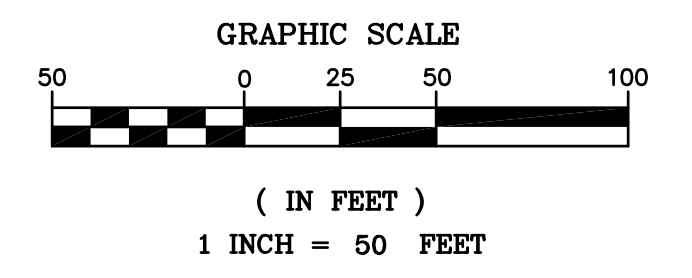
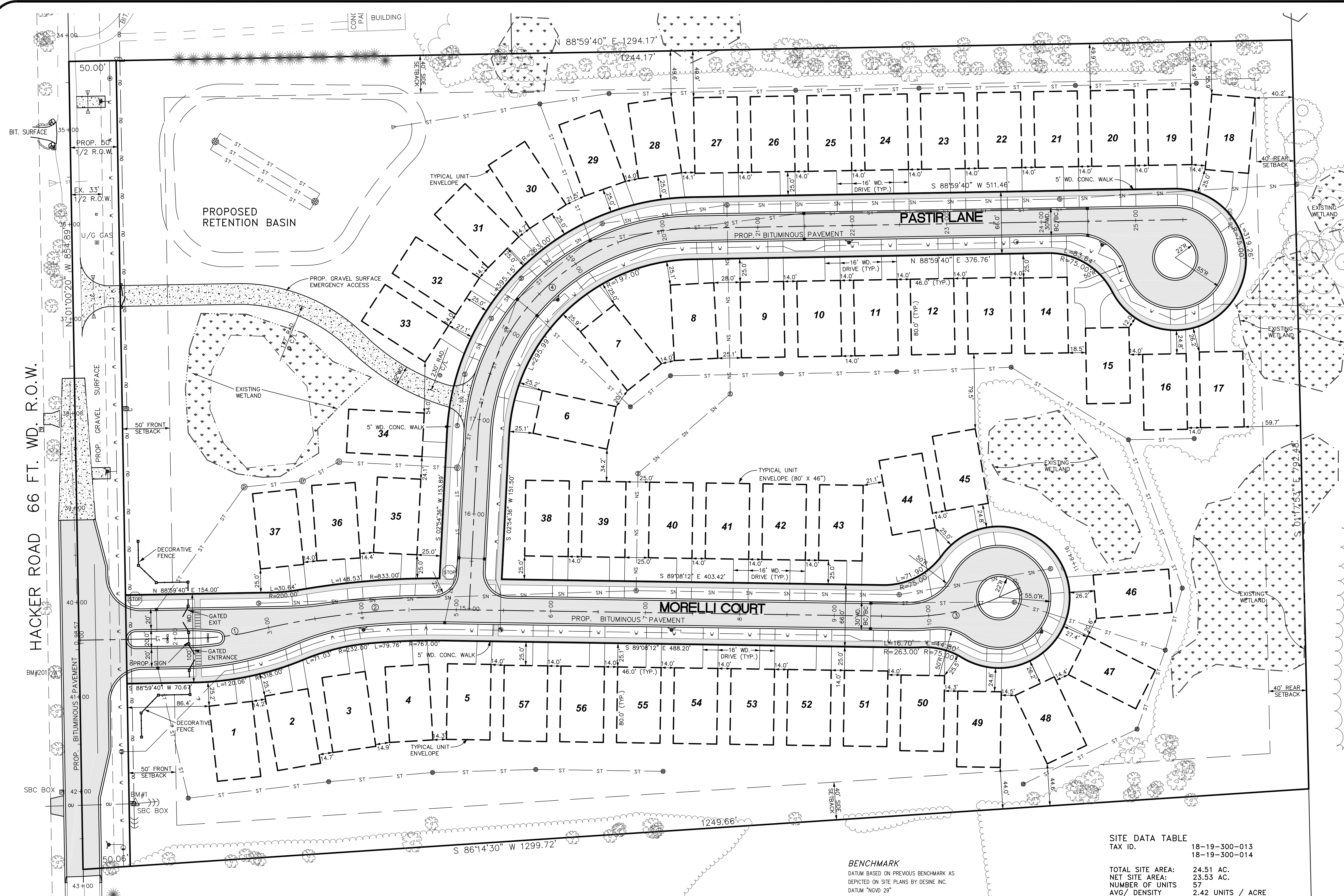
**VILLAS OF
 HARTLAND**

DEVELOPMENT PLAN

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 48336-5320

SCALE: 1in. = 60ft.
 PROJECT No.: 152775
 DWG NAME: 2775 DEV
 ISSUED: FEB. 24, 2022

DV



- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISS UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = PROPOSED PAVEMENT
 - = PROPOSED GRAVEL SURFACE

SITE DATA TABLE
 TAX ID. 18-19-300-013
 18-19-300-014

TOTAL SITE AREA: 24.51 AC.
 NET SITE AREA: 23.53 AC.
 NUMBER OF UNITS: 57
 AVG/ DENSITY: 2.42 UNITS / ACRE

CURRENT ZONING: CA

FUTURE LAND USE MAP (2015):
 MEDIUM SUBURBAN DENSITY RESIDENTIAL

SETBACKS:
 FRONT 50 FT.
 SIDE 40 FT.
 REAR 40 FT.

INTERNAL DEVELOPMENT:
 ROAD 24.8 FT.
 BLDG./BLDG. 14 FT.

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS
 DEPICTED ON SITE PLANS BY DESINE INC.
 DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED
 WEST SIDE OF HACKER RD AND 1072± FEET
 NORTH OF M-59.
 ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE,
 LOCATED 55± FEET EAST OF THE CENTERLINE
 OF HACKER ROAD, IN THE SOUTHWEST CORNER
 OF PARCEL.
 ELEVATION = 1012.99 (NGVD 29)

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
1	271.00'	59.95'	59.83'	N82°39'26"E	12°40'30"
2	800.00'	263.07'	266.52'	N89°59'29"E	14°32'37"
3	2300.00'	109.98'	100.17'	N78°17'08"E	25°9'20"
4	2300.00'	345.57'	313.97'	S45°57'08"W	86°5'4"

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	11-22-21	REVISED ROAD ALIGNMENT AND UNIT LAYOUT			
	3	2-24-22	REVISED PRELIMINARY SITE PLAN			

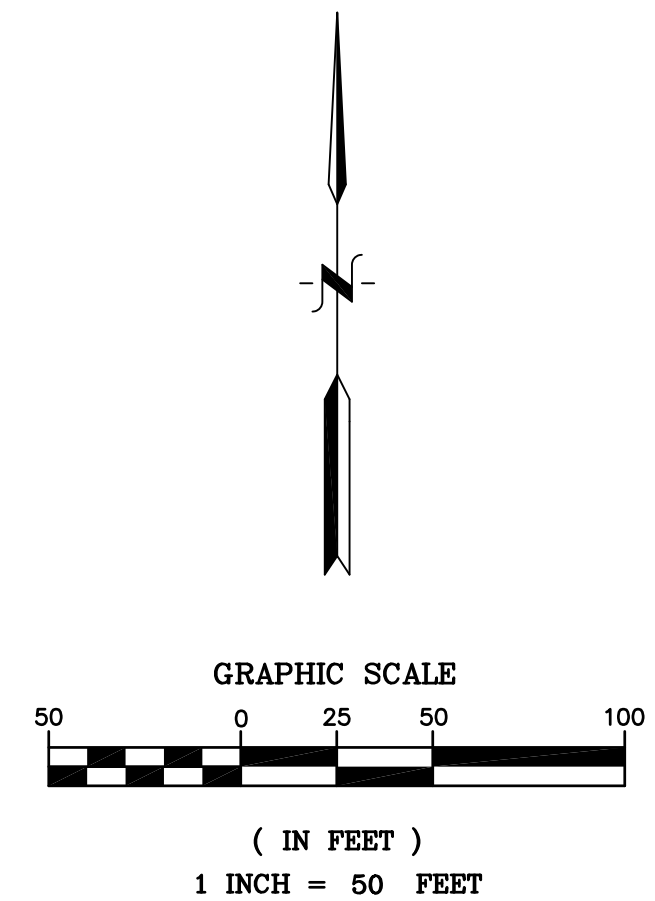
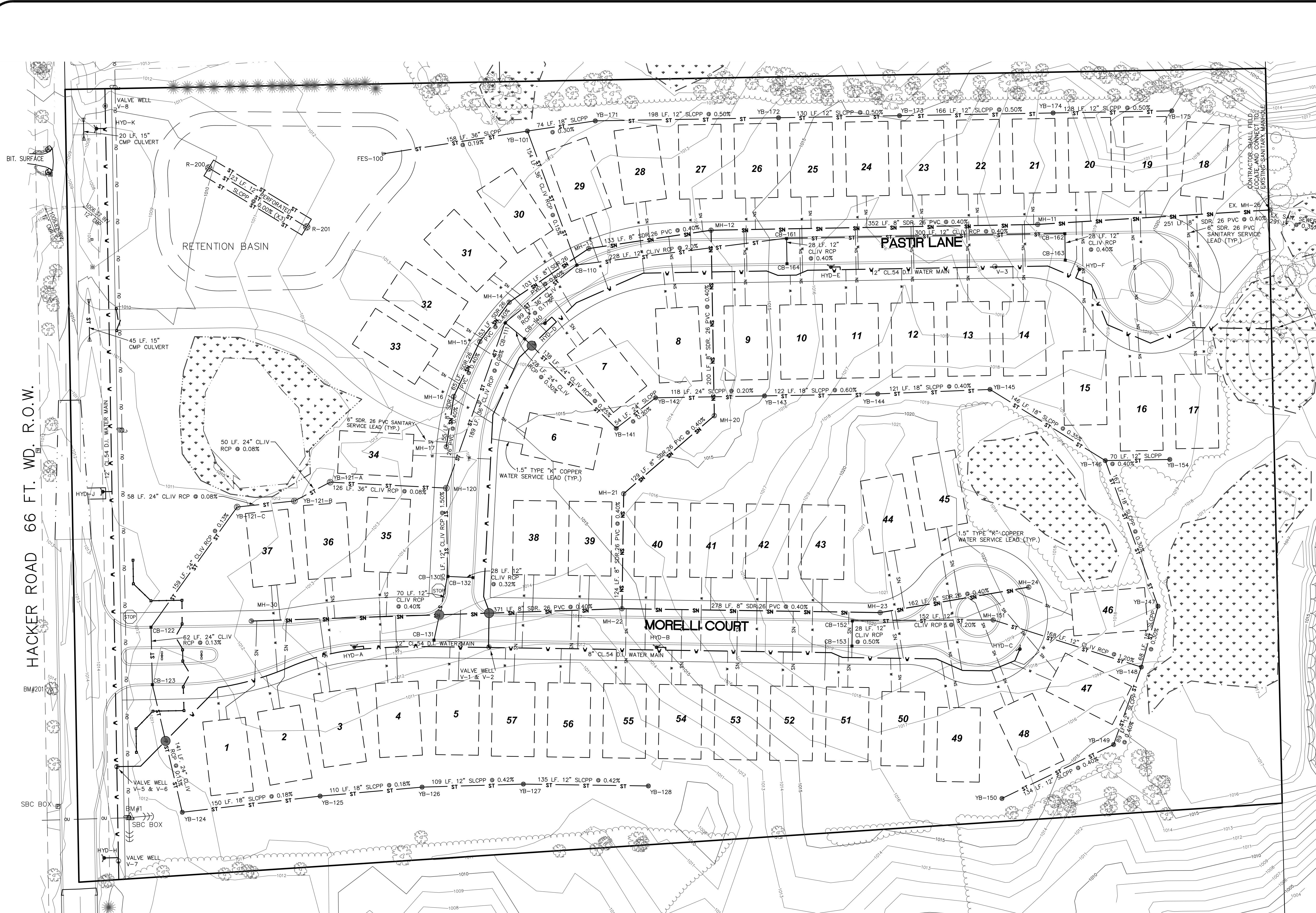
VILLAS OF
HARTLAND

SITE PLAN

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 48336-5320

SCALE: 1in. = 50ft.
 PROJECT No.: 152775
 DWG NAME: 2775 SP
 ISSUED: FEB. 24, 2022

SP



- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = WARNING UTILITY CROSSING

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL. ELEVATION = 1012.99 (NGVD 29)

NOTE:
 STORM SEWER STRUCTURE DATA ON SHEET UT3
 SANITARY SEWER STRUCTURE DATA ON SHEET UT3

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DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

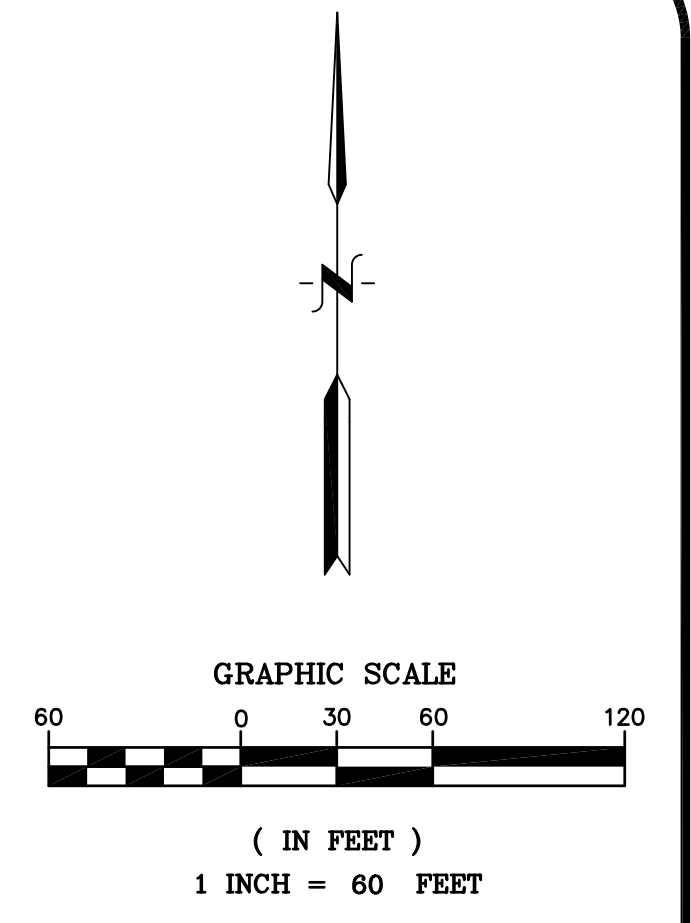
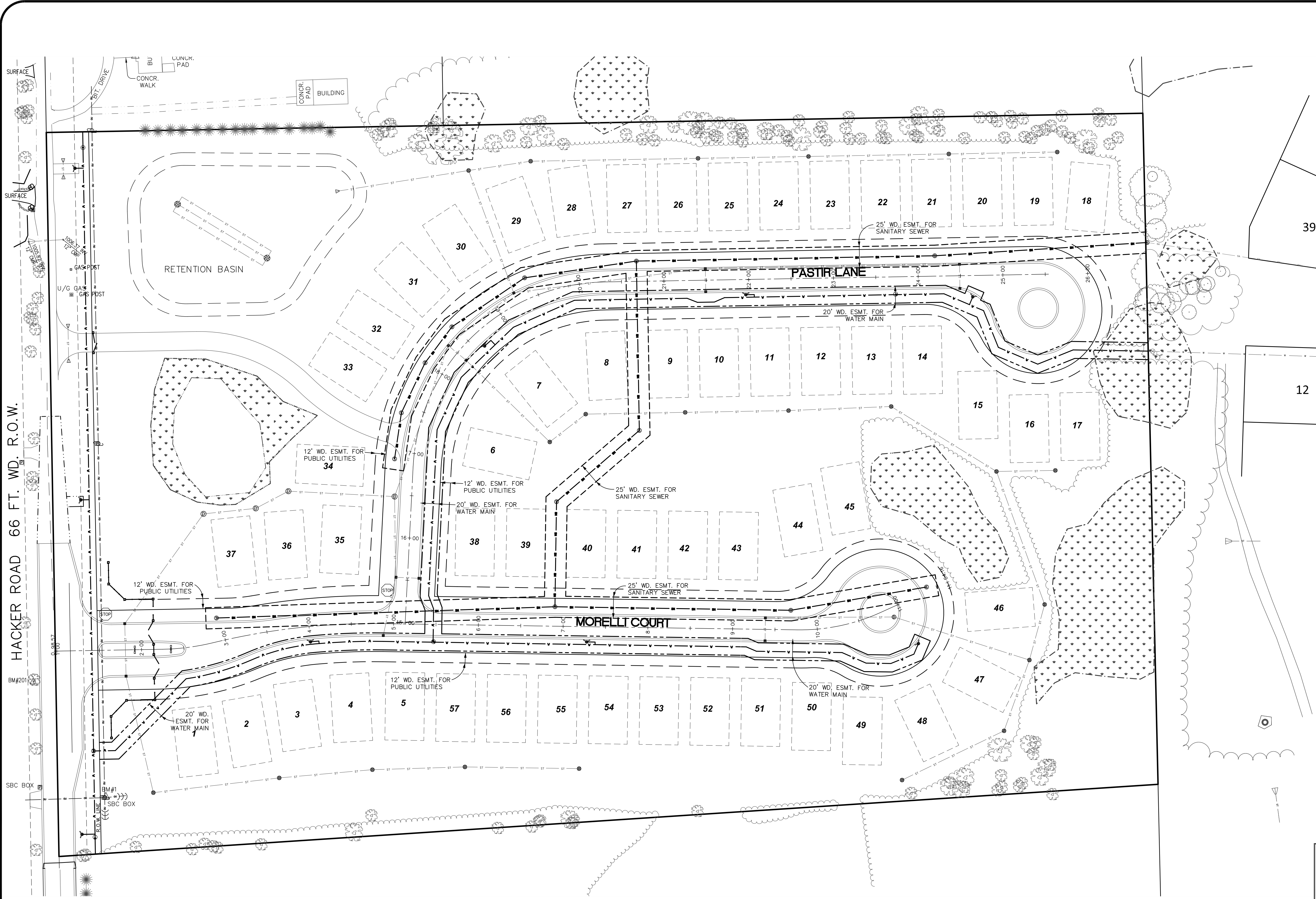
VILLAS OF HARTLAND

UTILITY PLAN

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI. 48336

SCALE: 1in. = 50ft.
 PROJECT No.: 152775
 DWG NAME: 2775 UT
 ISSUED: FEB. 24, 2022

UT1



- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE

HACKER ROAD 66 FT. WD. R.O.W.

39

12

12

12

12

12

12

12

12

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

VILLAS OF HARTLAND

UTILITY EASEMENT PLAN

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 60ft.
PROJECT No.: 152775
DWG NAME: 2775 UT2
ISSUED: FEB. 24, 2022

UT2

Hacker Road Project
Water Main Basis of Design

EX to Tee @ V 1-2

Design Factors:	
Equivalent length of pipe	L = 792 feet
Hazen-Williams roughness constant	C = 110
Design flow volumn	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
Calculated Pressure Loss	
friction head loss (feet per 100 feet)	f = 0.49 ft / 100 ft
friction head loss (psi per 100 feet)	f = 0.21 psi / 100 ft
Head loss (feet of water)	h = 3.91 feet
Head loss (psi)	h = 1.68 psi
Calculated Flow Velocity	
Flow velocity	V = 3.41 ft/s
Resultant Pressures	
Pressure at ex	P1 = 70.0 psi
Calculated pressure at Tee @ V 1-2	P2 = 68.3 psi
Min. allowable system design pressure	= 20.0 psi

Tee @ V 1-2 to Tee @ V 3-4

Design Factors:	
Equivalent length of pipe	L = 452 feet
Hazen-Williams roughness constant	C = 110
Design flow volumn	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
Calculated Pressure Loss	
friction head loss (feet per 100 feet)	f = 0.49 ft / 100 ft
friction head loss (psi per 100 feet)	f = 0.21 psi / 100 ft
Head loss (feet of water)	h = 2.23 feet
Head loss (psi)	h = 0.96 psi
Calculated Flow Velocity	
Flow velocity	V = 3.41 ft/s
Resultant Pressures	
Pressure at Tee @ V 1-2	P1 = 68.3 psi
Calculated pressure at Tee @ V 3-4	P2 = 67.4 psi
Min. allowable system design pressure	= 20.0 psi

Tee @ V 3-4 to Tee @ V 5-6

Design Factors:	
Equivalent length of pipe	L = 737 feet
Hazen-Williams roughness constant	C = 110
Design flow volumn	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
Calculated Pressure Loss	
friction head loss (feet per 100 feet)	f = 0.49 ft / 100 ft
friction head loss (psi per 100 feet)	f = 0.21 psi / 100 ft
Head loss (feet of water)	h = 3.64 feet
Head loss (psi)	h = 1.57 psi
Calculated Flow Velocity	
Flow velocity	V = 3.41 ft/s
Resultant Pressures	
Pressure at Tee @ V 3-4	P1 = 67.4 psi
Calculated pressure at Tee @ V 5-6	P2 = 65.8 psi
Min. allowable system design pressure	= 20.0 psi

Tee @ V 5-6 to HYD-K

Design Factors:	
Equivalent length of pipe	L = 771 feet
Hazen-Williams roughness constant	C = 110
Design flow volumn	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
Calculated Pressure Loss	
friction head loss (feet per 100 feet)	f = 0.49 ft / 100 ft
friction head loss (psi per 100 feet)	f = 0.21 psi / 100 ft
Head loss (feet of water)	h = 3.81 feet
Head loss (psi)	h = 1.64 psi
Calculated Flow Velocity	
Flow velocity	V = 3.41 ft/s
Resultant Pressures	
Pressure at Tee @ V 5-6	P1 = 65.8 psi
Calculated pressure at HYD-K	P2 = 64.2 psi
Min. allowable system design pressure	= 20.0 psi

Pipe Equivalent Length

12" Dia. Pipe			
Pipe L =	672	1	672 feet
Gate Valves =	2	6	12 feet
22.5° bends =	0	6	0 feet
60° bends =	2	20	40 feet
Tee (flow thru) =	0	0	0 feet
Tee (branch) =	1	60	60 feet
Reducer =	0	0	0 feet
6" valve =	2	4	8 feet
TOTAL			792 feet

Pipe Equivalent Length

12" Dia. Pipe			
Pipe L =	386	1	386 feet
Gate Valves =	1	6	6 feet
22.5° bends =	0	6	0 feet
45° bends =	0	13	0 feet
Tee (flow thru) =	0	0	0 feet
Tee (branch) =	1	60	60 feet
Reducer =	0	0	0 feet
6" valve =	0	4	0 feet
TOTAL			452 feet

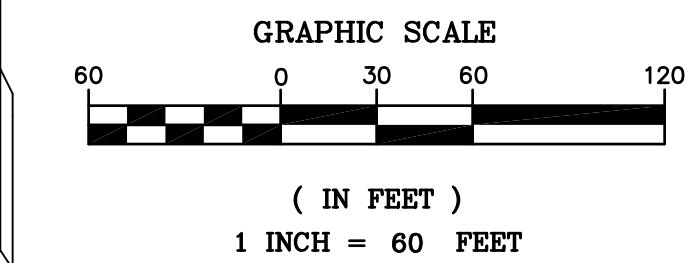
Pipe Equivalent Length

12" Dia. Pipe			
Pipe L =	654	1	654 feet
Gate Valves =	1	6	6 feet
22.5° bends =	0	6	0 feet
45° bends =	1	13	13 feet
Tee (flow thru) =	0	0	0 feet
Tee (branch) =	1	60	60 feet
Reducer =	0	0	0 feet
6" valve =	1	4	4 feet
TOTAL			737 feet

Pipe Equivalent Length

12" Dia. Pipe			
Pipe L =	691	1	691 feet
Gate Valves =	2	6	12 feet
22.5° bends =	0	6	0 feet
45° bends =	0	13	0 feet
Tee (flow thru) =	0	0	0 feet
Tee (branch) =	1	60	60 feet
Reducer =	0	0	0 feet
6" valve =	2	4	8 feet
TOTAL			771 feet

Design Criteria:				10 year event (I = 175I + 25)				RCP n= 0.013		HDPE n= 0.013											
From MH#	To MH#	Inc. Acres	Equiv. Area 100%	Total Area 100%	T Time	I Inch Per	Q (CIA)	Oa (Additional flow)	Qt (Total flow)	Dia. of pipe inch	Slope pipe %	Slope H.G. %	Length of line ft.	Vel. Flow full ft./sec.	Time of flow min.	Cap of pipe c.f.s.	H.G. Elev. end	Ground Elev. Upper end	Ground Elev. Lower end	Invert Elev. Upper end	Invert Elev. Lower end
153	152	0.77	0.66	0.51	20.0	3.79	1.99		1.99	12	0.50	0.31	28	3.21	0.1	2.52	1015.46	1019.11	1019.11	1014.54	1014.40
152	151	0.80	0.61	0.49	1.00	3.88	3.88		3.88	12	1.20	1.18	122	4.97	0.5	3.90	1015.27	1019.11	1021.50	1014.30	1012.47
151	148	0.00	0.00	0.00	1.00	20.7	3.83	3.83	3.83	12	1.20	1.16	168	4.97	0.6	3.90	1013.35	1021.50	1016.80	1012.37	1010.36
150	149	0.41	0.47	0.19	0.19	20.0	3.89	0.75	0.75	12	0.40	0.04	134	2.87	0.8	2.25	1011.87	1015.70	1015.70	1011.35	1010.81
149	148	0.17	0.45	0.08	0.27	20.8	3.82	1.03	1.03	12	0.40	0.08	89	2.87	0.5	2.25	1011.48	1015.70	1016.80	1010.71	1010.36
148	147	0.11	0.39	0.04	1.31	21.3	3.78	4.96	4.96	18	0.30	0.22	68	3.26	0.3	5.75	1011.40	1016.80	1018.00	1009.96	1009.75
147	146	0.11	0.58	0.06	1.38	21.6	3.75	5.17	5.17	18	0.30	0.24	167	3.26	0.9	5.75	1011.06	1018.00	1018.00	1009.65	1009.15
154	146	0.13	0.63	0.08	0.08	20.0	3.89	0.32	0.32	12	0.40	0.01	70	2.87	0.4	2.25	1013.86	1018.80	1018.80	1013.13	1012.85
146	145	0.14	0.50	0.07	1.53	22.5	3.68	5.63	5.63	18	0.35	0.29	146	3.52	0.7	6.21	1010.46	1018.80	1017.50	1009.05	1008.54
145	144	0.31	0.63	0.20	1.72	23.2	3.63	6.26	6.26	18	0.40	0.36	121	3.76	0.5	6.65	1009.88	1017.50	1016.80	1008.44	1007.96
144	143	0.70	0.50	0.36	2.07	23.7	3.59	7.45	7.45	18	0.60	0.50	122	4.60	0.4	8.14	1009.24	1016.80	1013.80	1007.86	1007.12
143	142	0.73	0.46	0.34	2.41	24.2	3.56	8.57	8.57	24	0.20	0.14	118	3.22	0.6	10.12	1005.37	1013.80	1013.60	1002.72	1002.49
142	141	0.33	0.45	0.15	2.56	24.8	3.52	9.00	9.00	24	0.20	0.16	54	3.22	0.3	10.12	1005.20	1013.80	1013.80	1002.39	1002.28
141	140	0.65	0.46	0.30	2.86	25.1	3.50	9.99	9.99	24	0.25	0.19	138	3.60	0.6	11.31	1005.11	1013.80	1014.19	1002.18	1001.83
140	111	0.78	0.51	0.40	3.26	25.7	3.45	11.25	11.25	24	0.30	0.25	28	3.94	0.1	12.39	1004.84	1014.19	1014.19	1001.73	1001.65
128	127	0.76	0.47	0.36	0.36	20.0	3.89	1.38	1.38	12	0.42	0.15	135	2.94	0.8	2.31	1006.19	1012.10	1009.50	1005.55	1004.98
127	126	0.40	0.50	0.20	0.55	20.8	3.82	2.12	2.12	12	0.42	0.35	109	2.94	0.6	2.31	1005.81	1009.50	1009.50	1004.88	1004.43
126	125	0.50	0.47	0.23	0.73	21.4	3.77	2.97	2.97	18	0.18	0.08	110	2.52	0.7	4.46	1005.42	1009.50	1009.50	1004.03	1003.83
125	124	0.39	0.43	0.17	0.96	22.1	3.71	3.55	3.55	18	0.18	0.11	150	2.52	1.0	4.46	1005.22	1009.50	1009.50	1003.73	1003.46
124	123	0.29	0.37	0.11	1.06	23.1	3.64	3.87	3.87	24	0.13	0.03	141	2.60	0.9	8.16	1005.05	1009.50	1012.00	1003.06	1002.88
123	122	0.72	0.60	0.43	1.49	24.0	3.57	5.33	5.33	24	0.13	0.06	62	2.60	0.4	8.16	1005.01	1012.00	1012.00	1002.78	1002.70
122	121-C	0.97	0.50	0.49	1.98	24.4	3.54	7.02	7.02	24	0.13	0.10	159	2.60	1.0	8.16	1004.98	1012.00	1012.00	1002.60	1002.39
121-C	121-B	0.00	0.00	0.00	1.98	25.4	3.47	6.88	6.88	36	0.06	0.01	58	2.67	0.4	18.86	1005.45	1012.00	1012.00	1001.59	1001.54
121-B	121-A	0.00	0.00	0.00	1.98	25.8	3.45	6.83	6.83	36	0.08	0.01	50	2.67	0.3	18.86	1004.41	1012.00	1012.00	1001.44	1001.40
121-A	120	0.00	0.00	0.00	1.98	26.1	3.42	6.79	6.79	36	0.08	0.01	126	2.67	0.8	18.86	1004.82	1012.00	1016.40	1001.30	1001.20
131	130	0.47	0.57	0.27	0.27	20.0	3.89	1.05	1.05	12	0.40	0.09	70	2.87	0.4	2.25	1006.19	1016.00	1015.44	1005.41	1005.13
132	130	0.64	0.59	0.38	0.38	20.0	3.89	1.48	1.48	12	0.32	0.17	28	2.57	0.2	2.02	1011.47	1015.44	1015.44	1010.52	1010.43
130	120	0.19	0.57	0.11	0.76	20.4	3.85	2.92	2.92	12	1.50	0.67	95	5.56	0.3	4.36	1005.45	1015.44	1016.40	1005.03	1003.60
120	111	0.00	0.00	0.00	2.74	26.9	3.37	9.24	9.24	36	0.08	0.02	189	2.67	1.2	18.86	1004.81	1016.40	1014.19	1001.10	1000.95
111	110	0.58	0.49	0.28	6.28	28.1	3.30	20.71	20.71	36	0.12	0.10	99	3.27	0.5	23.10	1004.77	1014.19	1014.88	1000.85	1000.73
163	162	0.52	0.62	0.32	0.32	20.0	3.89	1.25	1.25	12	0.40	0.12	28	2.87	0.2	2.25	1014.38	1020.13	1020.13	1013.45	1013.34
162	161	0.28	0.60	0.17	0.49	20.2	3.87	1.89	1.89	12	0.40	0.28	300	2.87	1.7	2.25	1013.89	1020.13	1017.12	1013.24	1012.04
164	161	0.49	0.59	0.29	0.29	20.0	3.89	1.12	1.12	12	0.40	0.10	28	2.87	0.2	2.25	1012.67	1017.12	1017.12	1011.75	1011.64
161	110	0.48	0.58	0.28	1.05	21.9	3.73	3.93	3.93	12	2.00	1.22	228	6.42	0.6	5.04	1011.54	1017.12	1014.88	1011.54	1006.98
110	101	0.42	0.57	0.24	7.57	28.6	3.27	24.74	24.74	36	0.15	0.14	154	3.65	0.7	25.83	1004.68	1014.88	1011.50	1000.63	1000.40
175	174	0.21	0.57	0.12	0.12	20.0	3.89	0.46	0.46	12	0.50	0.02	128	3.21	0.7	2.52	1010.20	1015.00	1015.60	1009.82	1009.18
174	173	0.25	0.59	0.15	0.27	20.7	3.83	1.02	1.02	12	0.50	0.08	166	3.21	0.9	2.52	1009.39	1015.60	1014.80	1009.08	1008.25
173	172	0.40	0.59	0.23	0.50	21.5															



- LEGEND**
- SIGN
 - UTILITY POLE W/ GUY WIRE
 - OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - U/G UTILITY LINES (PHONE/FIBER/OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - EDGE OF BRUSH LINE
 - EDGE OF WOODS / TREE DRIP LINE
 - DECIDUOUS TREE W/IDENTIFIER
 - CONIFEROUS TREE W/IDENTIFIER
 - FENCE (AS NOTED)
 - EDGE OF GRAVEL
 - CONCRETE CURB (AS NOTED)
 - EDGE OF WETLANDS/SWAMP
 - SANITARY SEWER MANHOLE
 - EX. SANITARY SEWER PIPE
 - STORM WATER MANHOLE
 - CATCH BASIN W/IDENTIFIER
 - FLARED END SECTION
 - EX. STORM WATER DRAINAGE PIPE
 - EX. HYDRANT
 - EX. WATER SHUT OFF
 - EX. WATER GATE VALVE WELL
 - EX. WATER VALVE BOX
 - EX. WATER MAIN
 - EX. 1' CONTOUR
 - EX. 5' CONTOUR
 - PROP. UNIT ENVELOPE
 - PROP. 2' CONC. CURB
 - PROP. SANITARY SEWER
 - PROP. STORM SEWER
 - PROP. WATER MAIN
 - PROP. HYDRANT
 - PROP. WATER VALVE
 - PROP. 1' CONTOUR
 - PROP. 5' CONTOUR

FLOOR ELEVATION TABLE

Unit	G/F	F/F (1.7' above G/F)	B/F (9.8' below F/F)	Lowest Allowable Opening
1	1014.19	1015.89	1006.08	1011.30
2	1015.65	1017.35	1007.55	1011.30
3	1016.66	1018.36	1008.56	1011.30
4	1017.49	1019.19	1009.39	1011.30
5	1018.75	1020.45	1010.65	1011.30
6	1017.30	1019.00	1009.20	1014.10
7	1017.14	1018.84	1009.04	1014.10
8	1018.53	1020.23	1010.43	1014.10
9	1019.23	1020.93	1011.13	1014.10
10	1019.83	1021.53	1011.73	1015.10
11	1020.43	1022.13	1012.33	1017.10
12	1021.03	1022.73	1012.93	1017.30
13	1021.47	1023.17	1013.37	1017.90
14	1022.07	1023.77	1013.97	1018.00
15	1024.83	1026.53	1016.73	1019.30
16	1024.31	1026.01	1016.21	1019.30
17	1025.11	1026.81	1017.01	1019.30
18	1024.30	1026.00	1016.20	1015.50
19	1023.73	1025.43	1015.63	1015.50
20	1023.03	1024.73	1014.93	1016.10
21	1022.38	1024.08	1014.28	1016.10
22	1021.78	1023.48	1013.68	1016.10
23	1021.18	1022.88	1013.08	1015.00
24	1020.84	1022.54	1012.74	1015.00
25	1019.98	1021.68	1011.88	1014.80
26	1019.27	1020.97	1011.17	1014.80
27	1018.62	1020.32	1010.52	1013.00
28	1018.13	1019.83	1010.03	1012.00
29	1017.65	1019.35	1009.55	1012.00
30	1016.98	1018.68	1008.88	1012.00
31	1016.78	1018.48	1008.68	1012.70
32	1016.61	1018.31	1008.51	1013.00
33	1017.10	1018.80	1009.00	1012.00
34	1017.85	1019.55	1009.75	1012.50
35	1017.56	1019.26	1009.46	1012.50
36	1016.59	1018.29	1008.49	1012.50
37	1015.57	1017.27	1007.47	1012.50
38	1020.11	1021.81	1012.01	1014.90
39	1021.10	1022.80	1013.00	1014.80
40	1022.15	1023.85	1014.05	1015.40
41	1022.37	1024.07	1014.27	1015.40
42	1022.06	1023.76	1013.96	1015.40
43	1021.52	1023.22	1013.42	1015.50
44	1022.47	1024.17	1014.37	1015.90
45	1022.99	1024.69	1014.89	1016.90
46	1023.60	1025.30	1015.50	1018.30
47	1023.44	1025.14	1015.34	1017.30
48	1022.88	1024.58	1014.78	1017.30
49	1022.22	1023.92	1014.12	1017.00
50	1022.04	1023.74	1013.94	1016.00
51	1021.45	1023.15	1013.35	1015.40
52	1021.77	1023.47	1013.67	1013.60
53	1022.31	1024.01	1014.21	1013.10
54	1022.34	1024.04	1014.24	1012.50
55	1021.76	1023.46	1013.66	1011.30
56	1020.78	1022.48	1012.68	1011.30
57	1019.79	1021.49	1011.69	1011.30

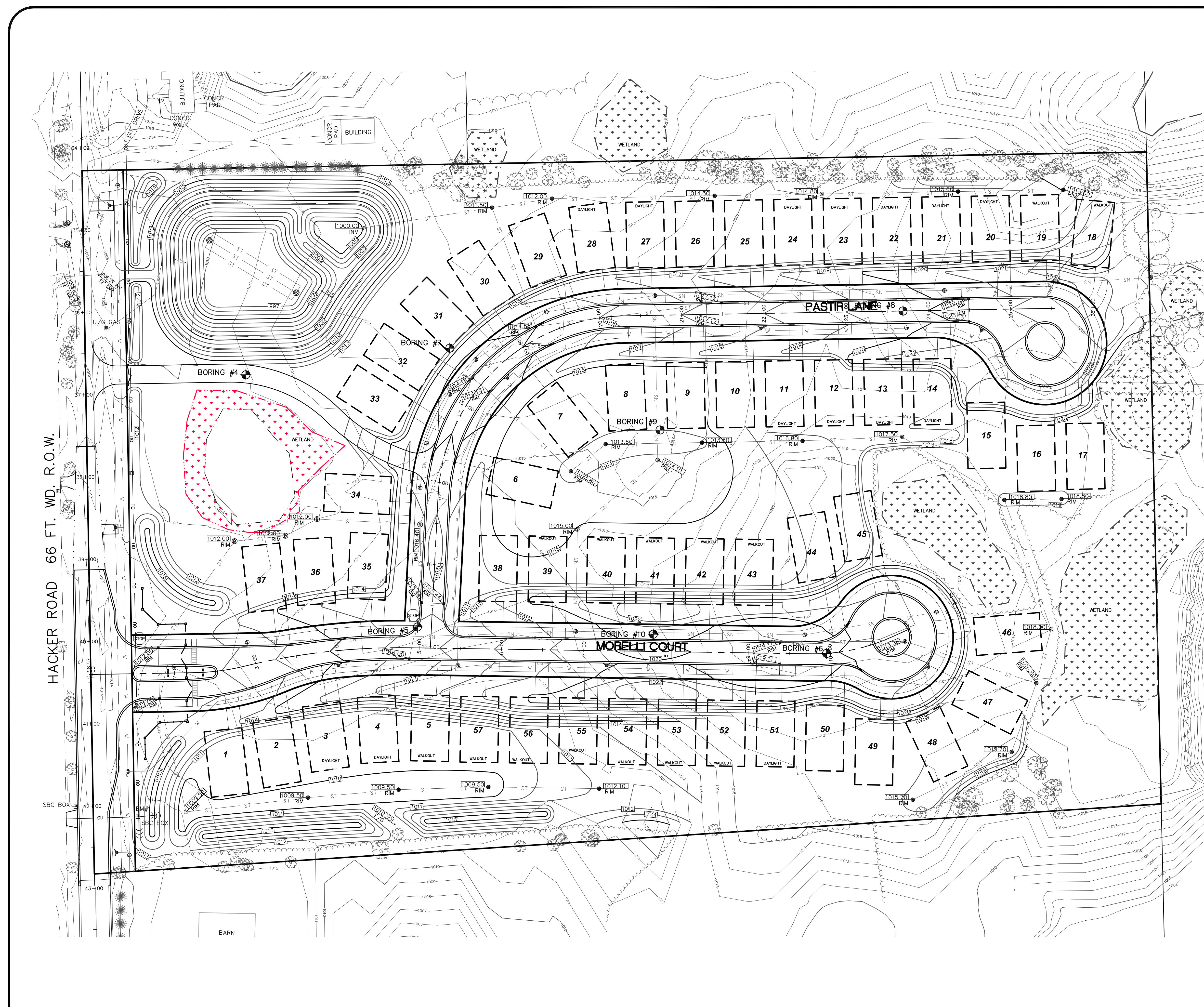
BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL. ELEVATION = 1012.99 (NGVD 29)

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



DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	2-24-22	REVISED PRELIMINARY SITE PLAN			

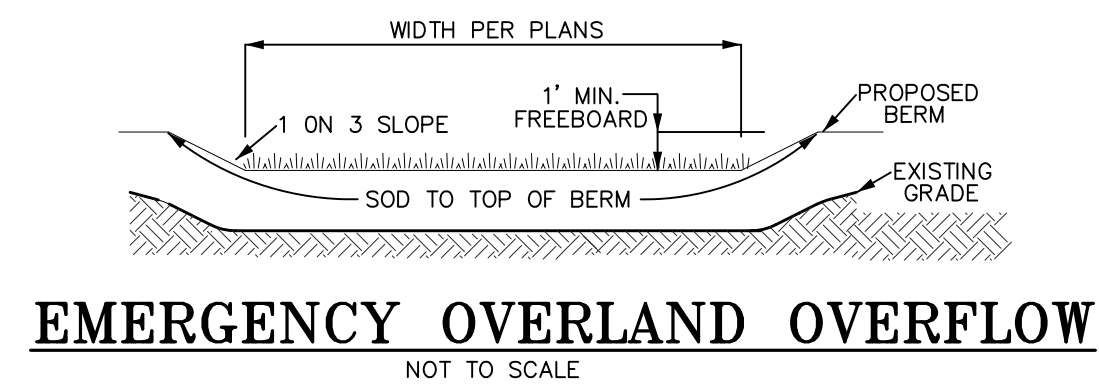
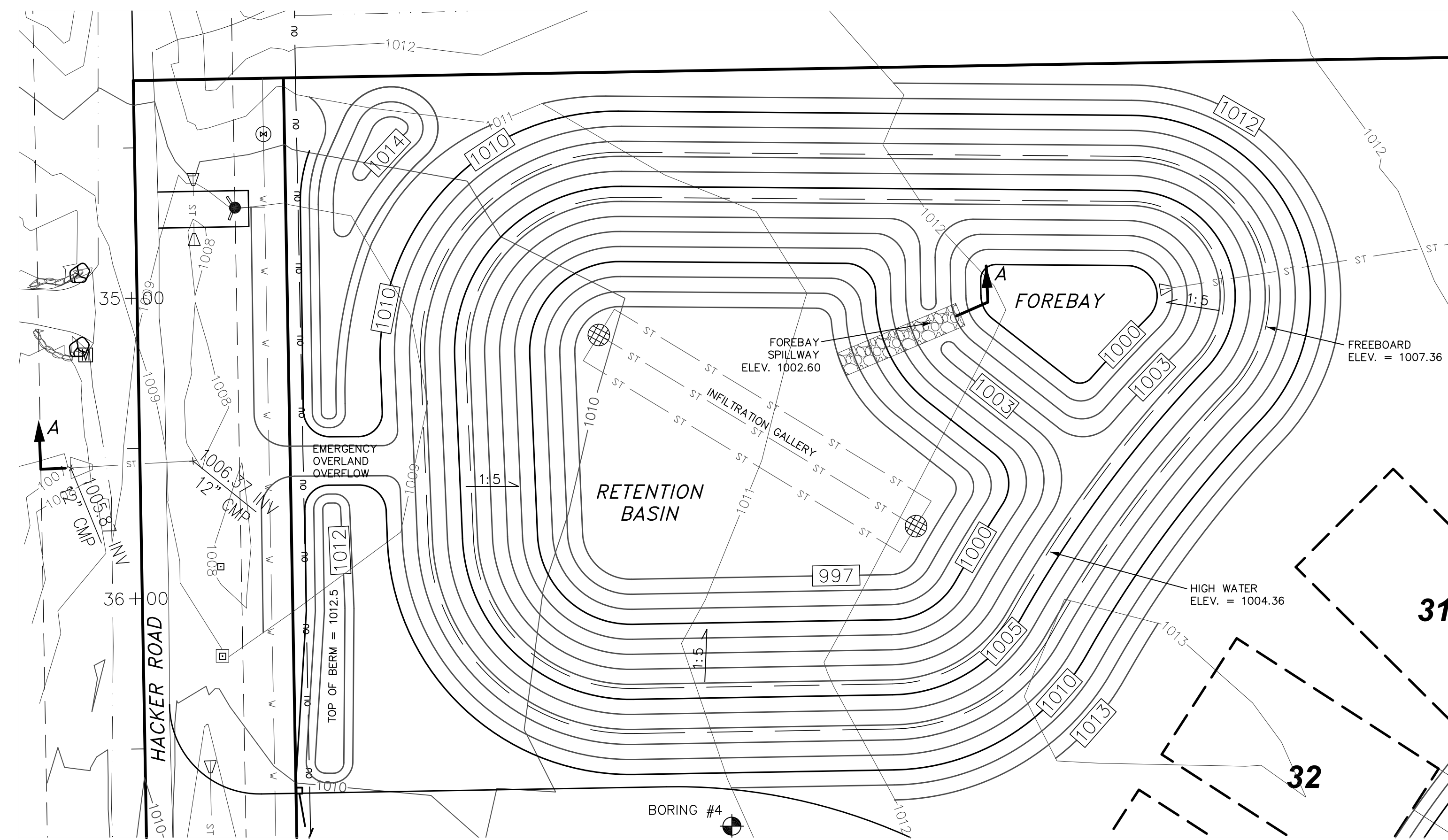
VILLAS OF HARTLAND

GRADING PLAN

CLIENT: HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 48366-5320

SCALE: 1in. = 60ft.
 PROJECT No.: 152775
 DWG NAME: 2775 GR
 ISSUED: FEB. 24, 2022

GR1



EMERGENCY OVERLAND OVERFLOW
NOT TO SCALE

PROPOSED RETENTION BASIN CALCULATIONS

WATERSHED AREA =	20.57	Acres
Volume = (Watershed Area) x (43,560 sq.ft./ac) x (2 inches)/(12 ft./inch)		
Retention Volume Required =	149,338	cubic feet

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	997.00	9,281	0	0
1.0	998.00	11,262	10,256	10,256
2.0	999.00	13,445	12,337	22,593
3.0	1000.00	17,364	15,363	37,956
4.0	1001.00	20,756	19,035	56,991
5.0	1002.00	24,484	22,589	79,580
6.0	1003.00	28,579	26,510	106,100
7.0	1004.00	32,773	30,652	136,752
8.0	1005.00	36,338	34,540	171,292
9.0	1006.00	40,059	38,183	209,476
10.0	1007.00	43,938	41,984	251,459
11.0	1008.00	47,973	45,941	297,400
12.0	1009.00	52,186	50,055	347,455

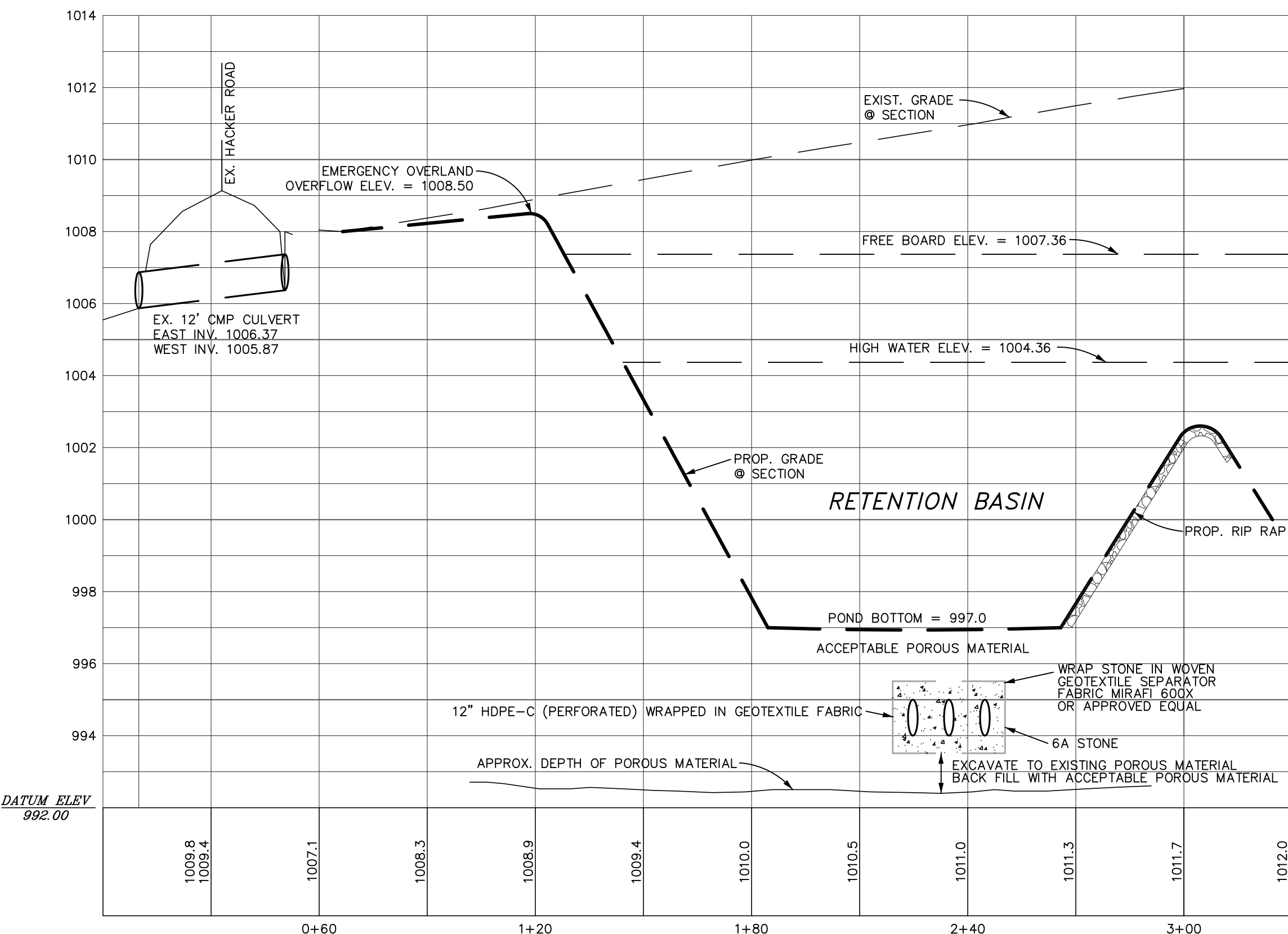
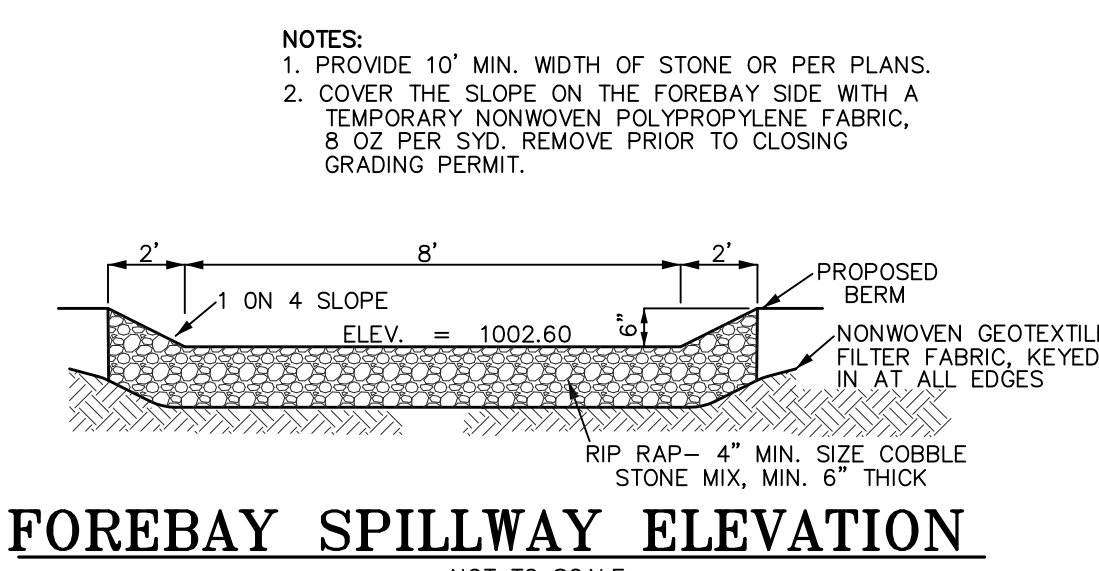
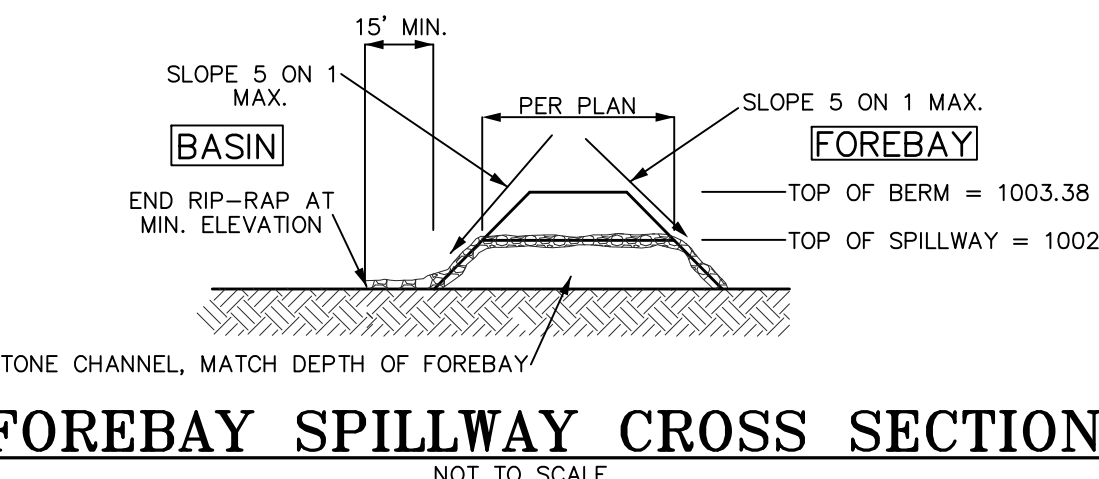
Retention Storage Elevation Calculation:

ELEV	VOLUME	VOLUME REQ.	ELEVATION
LOWER 1004.00	136,752	149,338	1004.36
HIGHER 1005.00	171,292		

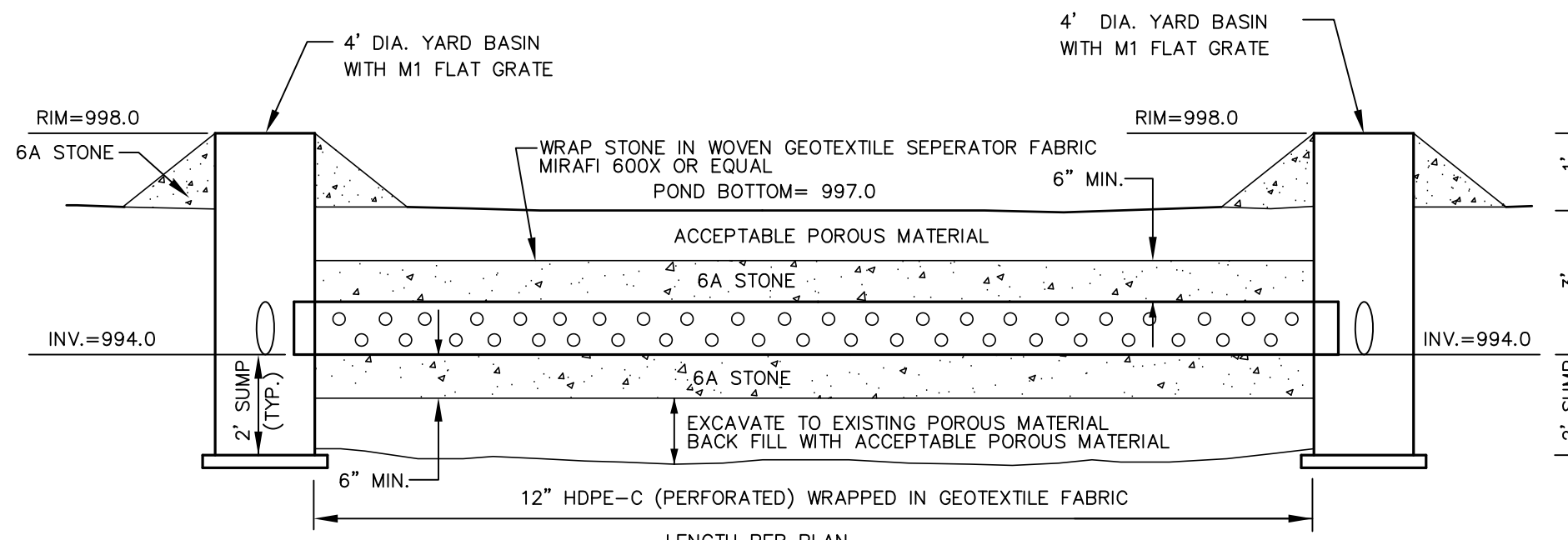
Forebay Storage Calculation:

POND DEPTH (FT)	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	1000.00	1,589	0	0
1.0	1001.00	2,475	2,016	2,016
2.0	1002.00	3,534	2,989	5,005
3.0	1003.00	4,765	4,134	9,139

ELEV	VOLUME	VOLUME REQ.	ELEVATION
LOWER 1002.00	5,005	7,467	1002.60
HIGHER 1003.00	9,139		



SECTION A-A
SCALE: H. 1" = 30'
V. 1" = 5'



INFILTRATION GALLERY DETAIL
NOT TO SCALE

- LEGEND**
- SIGN
 - UTILITY POLE W/ GUY WIRE (ELECTRIC/PHONE/CABLE)
 - OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - EDGE OF BRUSH LINE
 - EDGE OF WOODS / TREE DRIP LINE
 - DECIDUOUS TREE W/IDENTIFIER
 - CONIFEROUS TREE W/IDENTIFIER
 - FENCE (AS NOTED)
 - EDGE OF GRAVEL
 - CONCRETE CURB (AS NOTED)
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 - EX. WATER VALVE BOX
 - EX. WATER MAIN
 - EX. 1' CONTOUR
 - EX. 5' CONTOUR
 - PROP. UNIT ENVELOPE
 - PROP. 2' CONC. CURB
 - PROP. SANITARY SEWER
 - PROP. STORM SEWER
 - PROP. WATER MAIN
 - PROP. HYDRANT
 - PROP. WATER VALVE
 - PROP. 1' CONTOUR
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2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

VILLAS OF HARTLAND

RETENTION BASIN CALCULATIONS & DETAILS

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MI 4836-5320

SCALE: 1in. = 30ft.
PROJECT No.: 152775
DWG NAME: 2775 GR2
ISSUED: FEB. 24, 2022

GR2

SOIL BORING INFORMATION PROVIDED ON SHEET GR3

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6353
 CLIENT # :4018
 20771 Randall DATE :03/01/19
 PAGE :3
 Farmington Hills, MI 48336

LOCATION :Soil Boring #4 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Silty Gray Clay	14.5	SS5	6	12	12.6		3500.		
	15.0								
	15.5								
	16.0								
	16.5								
	17.0								
	17.5								
	18.0								
Fine Brown Sand	18.5	15							
	19.0	20							
	19.5	SS6	22	42	5.5				
	20.0								

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :M. Smith
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :None
 GROUND WATER AFTER COMPLETION:None
 GROUND WATER AFTER :

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6559
 CLIENT # :4018
 20771 Randall DATE :02/26/19
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #5 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Medium Brown Sand	1.0								
	1.5								
	2.0								
	2.5	DCP1		10	9.3				
	3.0								
Silty Brown Clay	3.5								
	4.0								
	4.5								
	5.0	DCP2		12	14.5		2500.		
	5.5								
	6.0								
	6.5								
	7.0	DCP3		8	17.1		1500.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :5' 0" BEG
 GROUND WATER AFTER COMPLETION:5' 0" BEG
 GROUND WATER AFTER :1 Hr.

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6560
 CLIENT # :4018
 20771 Randall DATE :02/26/20
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #6 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Brown Clay With Silty	1.0								
Medium Brown Sand	1.5								
	2.0								
	2.5	DCP1		10	12.8				
	3.0								
	3.5								
Silty Brown Clay	4.0								
	4.5								
	5.0	DCP2		10	16.2		1500.		
	5.5								
	6.0								
	6.5								
	7.0	DCP3		13	14.8		2000.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :2' 6" BEG
 GROUND WATER AFTER COMPLETION:2' 6" BEG
 GROUND WATER AFTER :1 Hr.

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6561
 CLIENT # :4018
 20771 Randall DATE :02/26/20
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #7 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Brown Clay With Silty	1.0								
Medium Brown Sand	1.5								
	2.0								
	2.5	DCP1		16	13.5		3500.		
	3.0								
	3.5								
	4.0								
	4.5								
	5.0	DCP2		14	13.2		3000.		
	5.5								
	6.0								
	6.5								
	7.0	DCP3		8	16.0		2000.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :3' 0" BEG
 GROUND WATER AFTER COMPLETION:3' 0" BEG
 GROUND WATER AFTER :1 Hr.

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6562
 CLIENT # :4018
 20771 Randall DATE :02/26/20
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #8 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Brown Clay	1.0								
	1.5								
	2.0								
	2.5	DCP1		18	12.3		3000.		
	3.0								
	3.5								
	4.0								
	4.5								
	5.0	DCP2		12	14.5		2000.		
	5.5								
	6.0								
	6.5								
	7.0	DCP3		10	16.2		1500.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :
 GROUND WATER AFTER COMPLETION:
 GROUND WATER AFTER :

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6563
 CLIENT # :4018
 20771 Randall DATE :02/26/20
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #9 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Brown Clay	1.0								
	1.5								
	2.0								
	2.5	DCP1		6	16.7		1000.		
	3.0								
	3.5								
	4.0								
	4.5								
	5.0								
	5.5	DCP2		22	12.5		3000.		
	6.0								
	6.5								
	7.0	DCP3		16	14.1		2500.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :1' 0" BEG
 GROUND WATER AFTER COMPLETION:1' 0" BEG
 GROUND WATER AFTER :1 Hr.

HASTINGS TESTING ENGINEERS AND ENVIRONMENTAL INC.
 "Testing to keep America on a firm foundation"
 4841 GOLF CLUB ROAD • HOWELL, MI 48843

REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo REPORT # :6564
 CLIENT # :4018
 20771 Randall DATE :02/26/20
 PAGE :1
 Farmington Hills, MI 48336

LOCATION :Soil Boring #10 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count	N	% Water	Natural WT. P C F	Unconfined Strength		
							Str.	PSF	Fail Strain
Organic Soil & Material	0.5								
Silty Brown Clay	1.0								
	1.5								
	2.0								
	2.5	DCP1		14	13.5		2000.		
	3.0								
	3.5								
	4.0								
	4.5								
Silty Medium Brown Sand	5.0	DCP2		18	8.6				
	5.5								
Silty Brown Clay	6.0								
	6.5								
	7.0	DCP3		13	14.8		1500.		

Type of Sample: SS - Split Spoon
 SL - Split Spoon With Liner
 ST - Shelby Tube
 * Standard Penetration Test - Driving 2" OD Sampler 18" with 140 # Hammer, Falling 30" Count made at 6" intervals.

DRILLING METHOD :Trailer Mounted Auger
 DRILLING FOREMAN :L. Caudill
 BACKFILL MATERIAL:Existing Material
 GROUND WATER ENCOUNTERED AT :2' 6" BEG
 GROUND WATER AFTER COMPLETION:2' 6" BEG
 GROUND WATER AFTER :1 Hr.



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DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION
JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN
WMP			

REVISION #	DATE	REVISION-DESCRIPTION

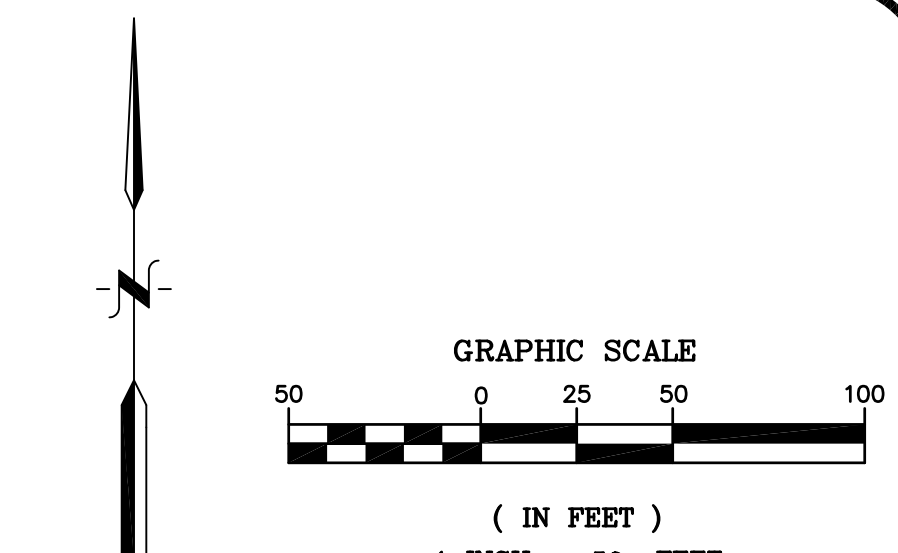
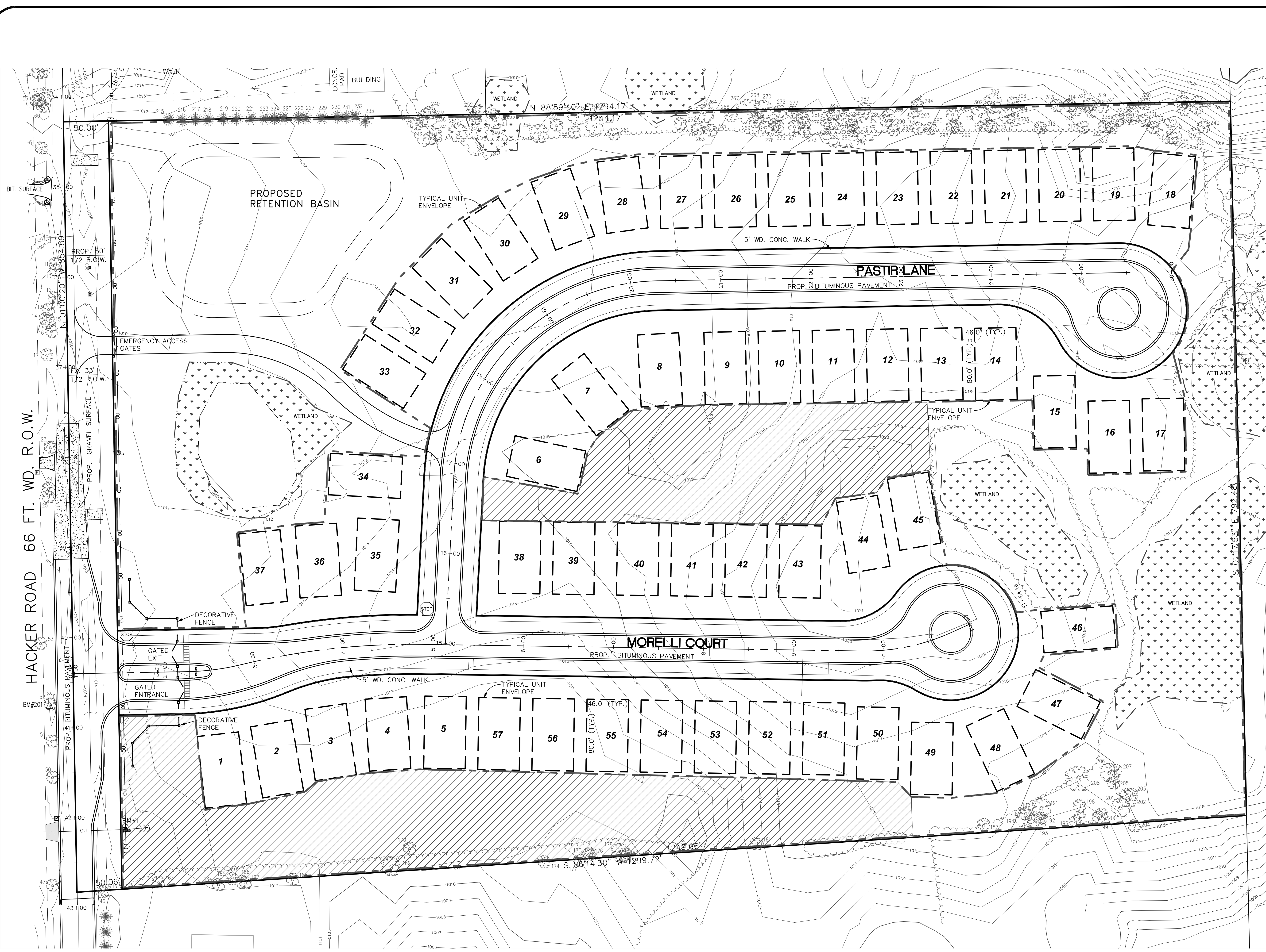
VILLAS OF HARTLAND

SOIL BORING LOGS

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 4836-5320

SCALE: NONE
 PROJECT No.: 152775
 DWG NAME: 2775 GR
 ISSUED: FEB. 24, 2022

GR3



LEGEND

- = SIGN
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/S UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- = EDGE OF BRUSH LINE
- = EDGE OF WOODS / TREE DRIP LINE
- = DECIDUOUS TREE W/IDENTIFIER
- = CONIFEROUS TREE W/IDENTIFIER
- = FENCE (AS NOTED)
- = EDGE OF GRAVEL
- = CONCRETE CURB (AS NOTED)
- = EDGE OF WETLANDS/SWAMP
- = SANITARY SEWER MANHOLE
- = EX. SANITARY SEWER PIPE
- = STORM WATER MANHOLE
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = EX. STORM WATER DRAINAGE PIPE
- = EX. HYDRANT
- = EX. WATER SHUT OFF
- = EX. WATER GATE VALVE WELL
- = EX. WATER VALVE BOX
- = EX. WATER MAIN
- = EX. 1' CONTOUR
- = EX. 5' CONTOUR
- = PROP. UNIT ENVELOPE
- = PROP. 2' CONC. CURB
- = PROPOSED PAVEMENT
- = PROPOSED GRAVEL SURFACE
- = OPEN SPACE LINE
- = USABLE OPEN SPACE

SITE DATA TABLE

TAX ID.	18-19-300-013
	18-19-300-014
TOTAL SITE AREA:	24.51 AC.
OPEN SPACE REQUIRED:	25% OF TOTAL AREA 24.51x.25 = 6.13 AC. 10% OF TOTAL AREA AS USABLE 24.51x.10 = 2.45 AC.
PROVIDED:	10.71 AC. = 44% 3.08 AC. AS USABLE

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072+ FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55+ FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL. ELEVATION = 1012.99 (NGVD 29)

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CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	1	2-24-22	REVISED PRELIMINARY SITE PLAN			

VILLAS OF HARTLAND

OPEN SPACE PLAN

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MI 48336-5320

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 OS
ISSUED: FEB. 24, 2022

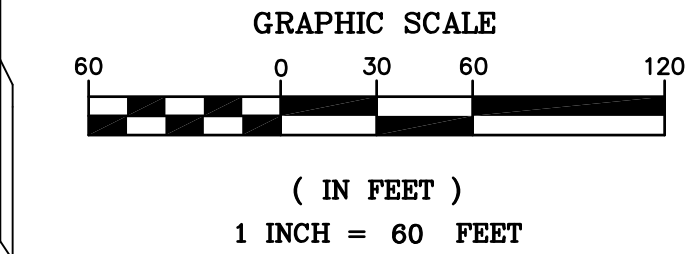
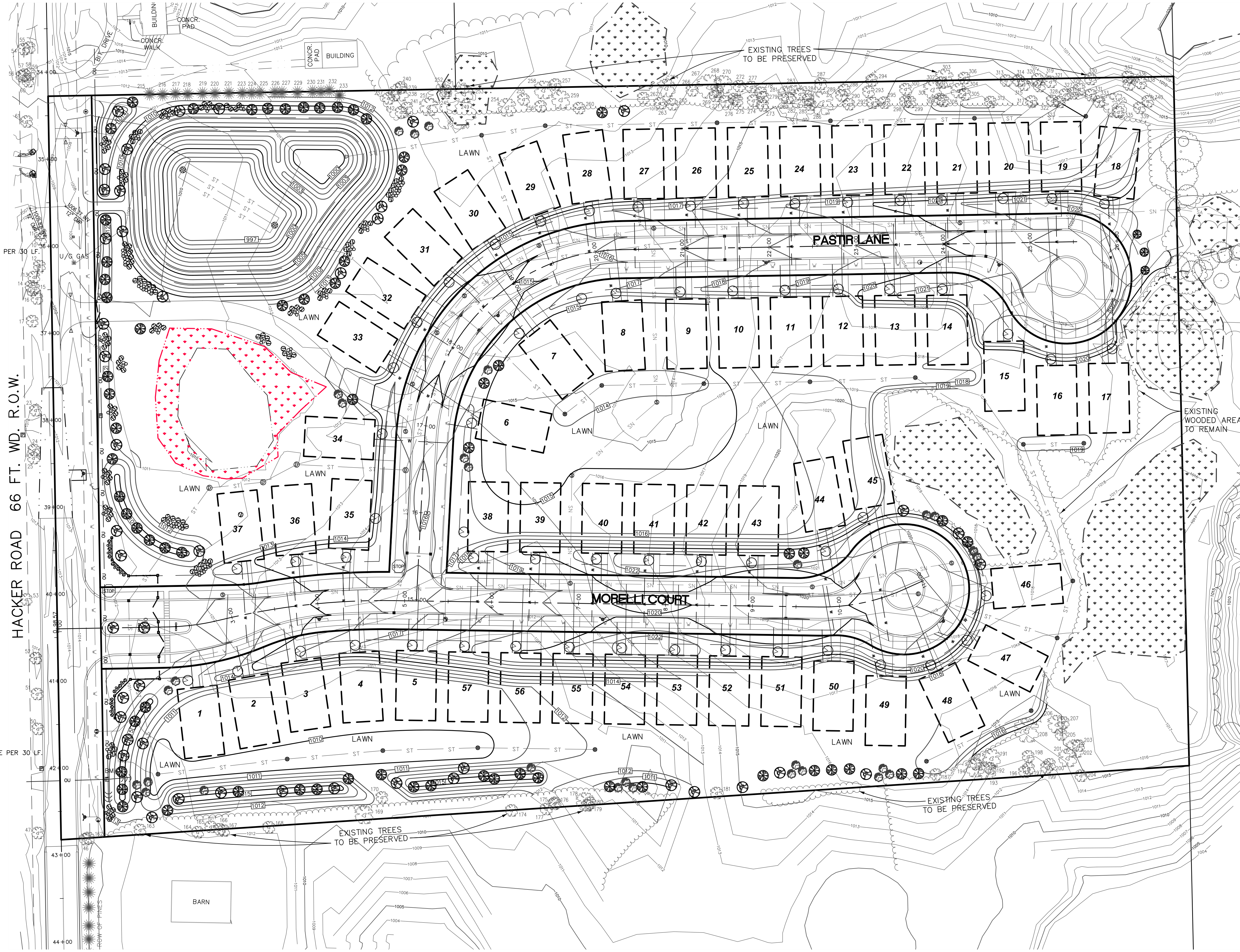
OS

RETENTION BASIN SCREENING
 1 CANOPY/EVERGREEN TREE PER 30 LF.
 10 SHRUBS PER 50 LF OF PERIMETER.
 883/50 = 18 TREES
 (883/50)x10 = 180 SHRUBS

FRONTAGE BUFFER
 1 CANOPY/EVERGREEN TREE PER 30 LF.
 1 SHRUB PER 20 LF. +2
 563/30 = 19 TREES
 (563/20)+2 = 31 SHRUBS

FRONTAGE BUFFER
 1 CANOPY/EVERGREEN TREE PER 30 LF.
 1 SHRUB PER 20 LF. +2
 194/30 = 7 TREES
 (194/20)+2 = 12 SHRUBS

HACKER ROAD 66 FT. WD. R.O.W.



LEGEND

- SIGN
- UTILITY POLE W/GUY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- EDGE OF BRUSH LINE
- EDGE OF WOODS / TREE DRIP LINE
- DECIDUOUS TREE W/IDENTIFIER
- CONIFEROUS TREE W/IDENTIFIER
- FENCE (AS NOTED)
- EDGE OF GRAVEL
- CONCRETE CURB (AS NOTED)
- EDGE OF WETLANDS/SWAMP
- SANITARY SEWER MANHOLE
- EX. SANITARY SEWER PIPE
- STORM WATER MANHOLE
- CATCH BASIN W/IDENTIFIER
- FLARED END SECTION
- EX. STORM WATER DRAINAGE PIPE
- EX. HYDRANT
- EX. WATER SHUT OFF
- EX. WATER GATE VALVE WELL
- EX. WATER VALVE BOX
- EX. WATER MAIN
- EX. 1' CONTOUR
- EX. 5' CONTOUR
- PROP. UNIT ENVELOPE
- PROP. 2" CONC. CURB
- PROP. SANITARY SEWER
- PROP. STORM SEWER
- PROP. WATER MAIN
- PROP. HYDRANT
- PROP. WATER VALVE
- PROP. 1' CONTOUR
- PROP. 5' CONTOUR

PLANT LEGEND

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
EVERGREENS AND DECIDUOUS	69	<i>Picea glauca</i>	White Spruce	8' HEIGHT	B&B
		<i>Abies Concolor</i>	Concolor Fir	5' SPREAD	B&B
		<i>Pinus strobus</i>	White Pine		B&B
SHRUBS	46	<i>Acer rubrum</i>	Red Sunset Maple		B&B
		<i>Acer saccharum</i> "Commemoration"	Commemoration Sugar Maple	3" CALIPER	B&B
		<i>Tilia Tomentosa</i>	Silver Linden		B&B
SCREENING SHRUBS	230	<i>Kerria Japonica</i>	Japanese Kerria	24"	2 Gal.
		<i>Chaenomeles Speciosa</i>	Chinese Flowering Quince	24"	2 Gal.
		<i>Cornus Alba</i>	Tatarian Dogwood	24"	2 Gal.
		<i>Syringa Patula</i>	Miss Kim Lilac	24"	2 Gal.
ORNAMENTALS	29	<i>Euonymus alatus Compactus</i>	Dwarf Burning Bush	24"	2 Gal.
		<i>Physocarpus opulifolius</i>	Common Ninebark	24"	2 Gal.
		<i>Ilex verticillata</i>	Winterberry Holly	24"	2 Gal.
STREET TREES	60	<i>Magnolia Spicata</i>	Star Magnolia		B&B
		<i>Malus Floribunda</i>	Japanese Flowering Crabapple	2" CALIPER	B&B
		<i>Cornus Florida</i>	Flowering Dogwood		B&B
STREET TREES	60	<i>Acer rubrum</i>	Red Sunset Maple		B&B
		<i>Acer saccharum</i> "Commemoration"	Commemoration Sugar Maple	3" CALIPER	B&B
		<i>Tilia Tomentosa</i>	Silver Linden		B&B

NOTE: STREET TREES TO BE PLANTED AT TIME OF UNIT COMPLETION. MINIMUM ONE PER UNIT EXCEPT UNITS 35, & 38 THAT SHALL REQUIRE ONE PER SIDE WITH STREET FRONTAGE.

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.
 DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
 ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
 ELEVATION = 1012.99 (NGVD 29)

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	1-29-21	REVISED PER REVIEW COMMENTS			
	3	2-24-22	REVISED PRELIMINARY SITE PLAN			

VILLAS OF HARTLAND

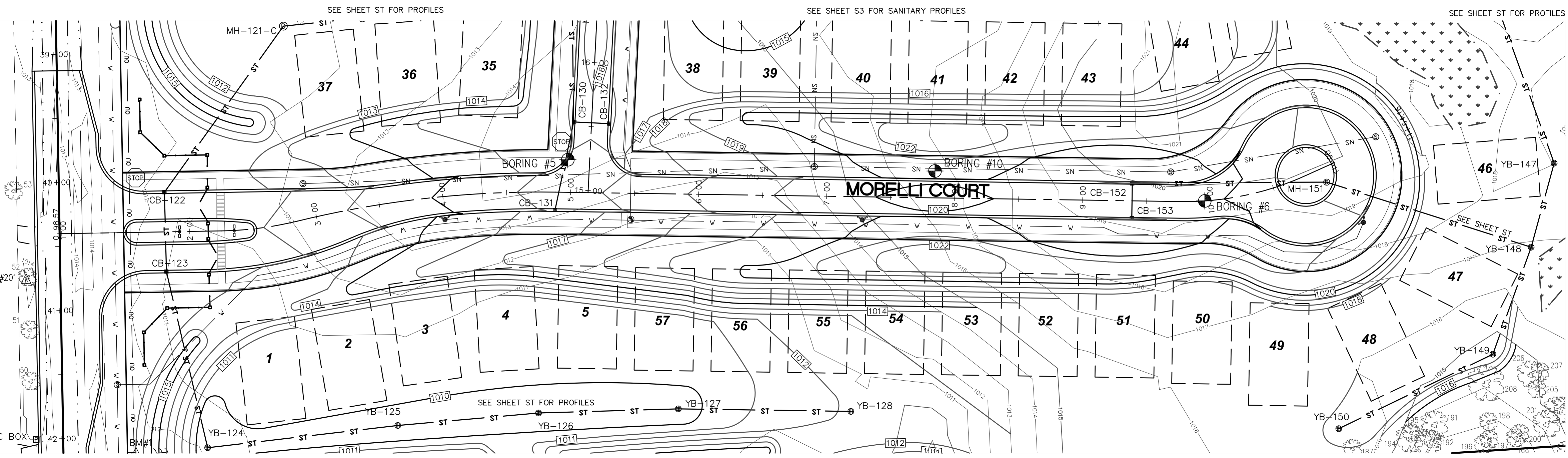
LANDSCAPE PLAN

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 4836-5320

SCALE: 1in. = 60ft.
 PROJECT No.: 152775
 DWG NAME: 2775 LS
 ISSUED: FEB. 24, 2022

LS

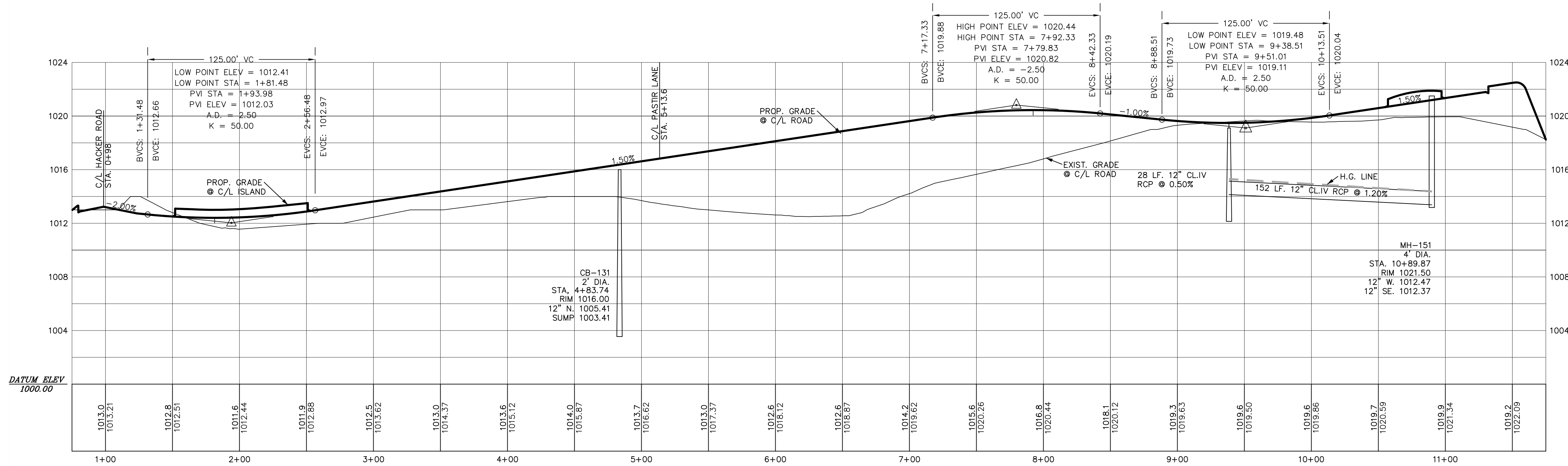
HACKER ROAD 66 FT. WD. R.O.W.



PLAN
SCALE: 1in. = 50ft.

LEGEND

- = SIGN
- = UTILITY POLE W/GUY WIRE
- = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
- = EDGE OF BRUSH LINE
- = EDGE OF WOODS / TREE DRIP LINE
- = DECIDUOUS TREE W/IDENTIFIER
- = CONIFEROUS TREE W/IDENTIFIER
- = FENCE (AS NOTED)
- = EDGE OF GRAVEL
- = CONCRETE CURB (AS NOTED)
- = EDGE OF WETLANDS/SWAMP
- = SANITARY SEWER MANHOLE
- = EX. SANITARY SEWER PIPE
- = STORM WATER MANHOLE
- = CATCH BASIN W/IDENTIFIER
- = FLARED END SECTION
- = EX. STORM WATER DRAINAGE PIPE
- = EX. HYDRANT
- = EX. WATER SHUT OFF
- = EX. WATER GATE VALVE WELL
- = EX. WATER VALVE BOX
- = EX. WATER MAIN
- = EX. 1' CONTOUR
- = PROP. UNIT ENVELOPE
- = PROP. 2' CONC. CURB
- = PROP. SANITARY SEWER
- = PROP. STORM SEWER
- = PROP. WATER MAIN
- = PROP. HYDRANT
- = PROP. WATER VALVE
- = PROP. 1' CONTOUR
- = PROP. 5' CONTOUR



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.

BENCHMARK
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.
DATUM "NGVD 29"

BENCHMARK #201
SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
ELEVATION = 1012.99 (NGVD 29)

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DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	2-24-22	REVISED PRELIMINARY SITE PLAN			

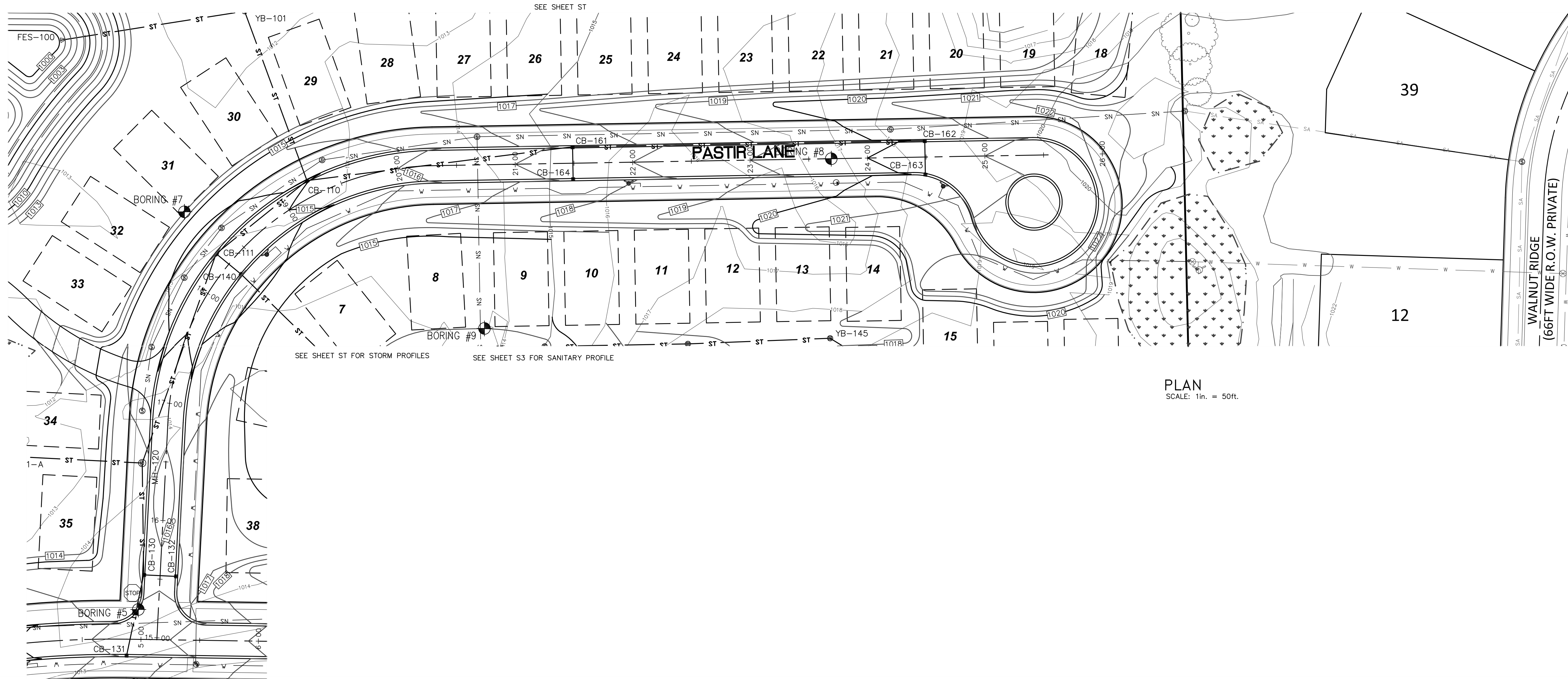
VILLAS OF
HARTLAND

MORELLI COURT
ROAD AND STORM
PLAN & PROFILE

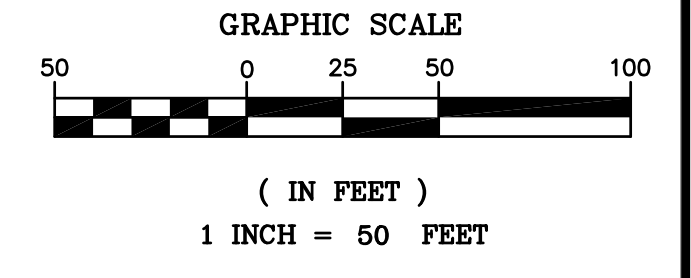
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 R
ISSUED: FEB. 24, 2022

R1



PLAN
SCALE: 1in. = 50ft.

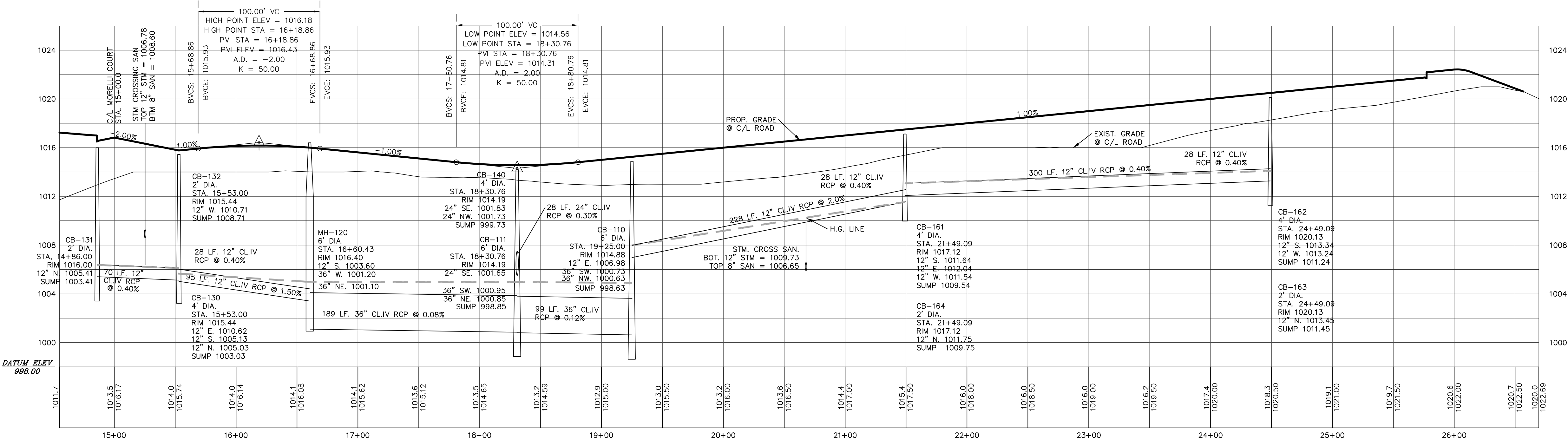


- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/GS UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = PROP. 1' CONTOUR
 - = PROP. 5' CONTOUR

BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC.
 DATUM "NGVD 29"

BENCHMARK #201
 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
 ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
 SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
 ELEVATION = 1012.99 (NGVD 29)



PROFILE
 SCALE: HORIZ. 1in. = 50ft.
 VERT. 1in. = 5ft.

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 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLEVVY DRIVE
 BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

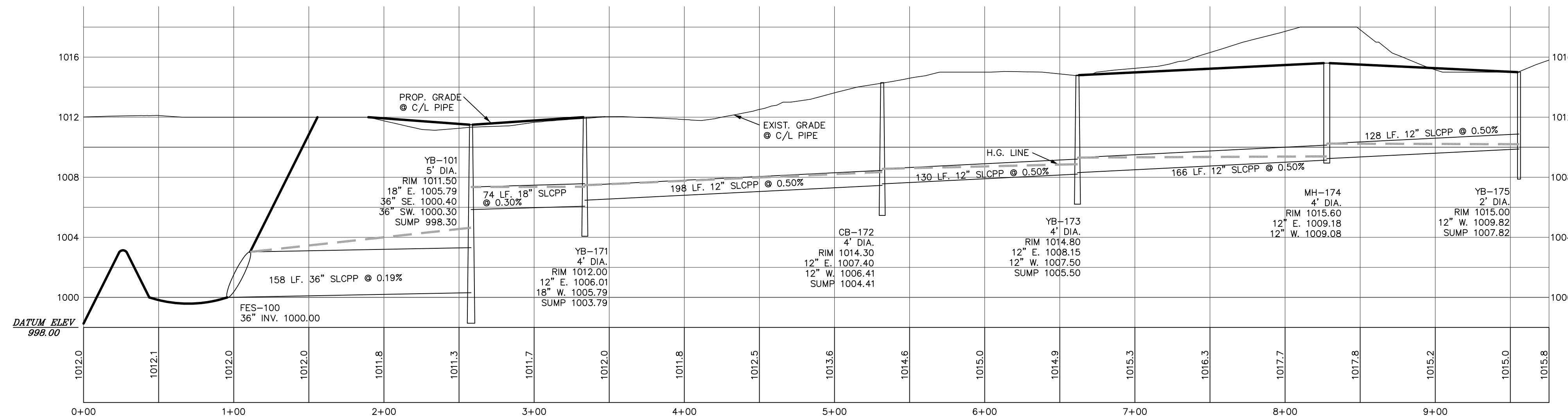
VILLAS OF HARTLAND

PASTIR LANE ROAD AND STORM PLAN & PROFILE

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MICHIGAN 48336

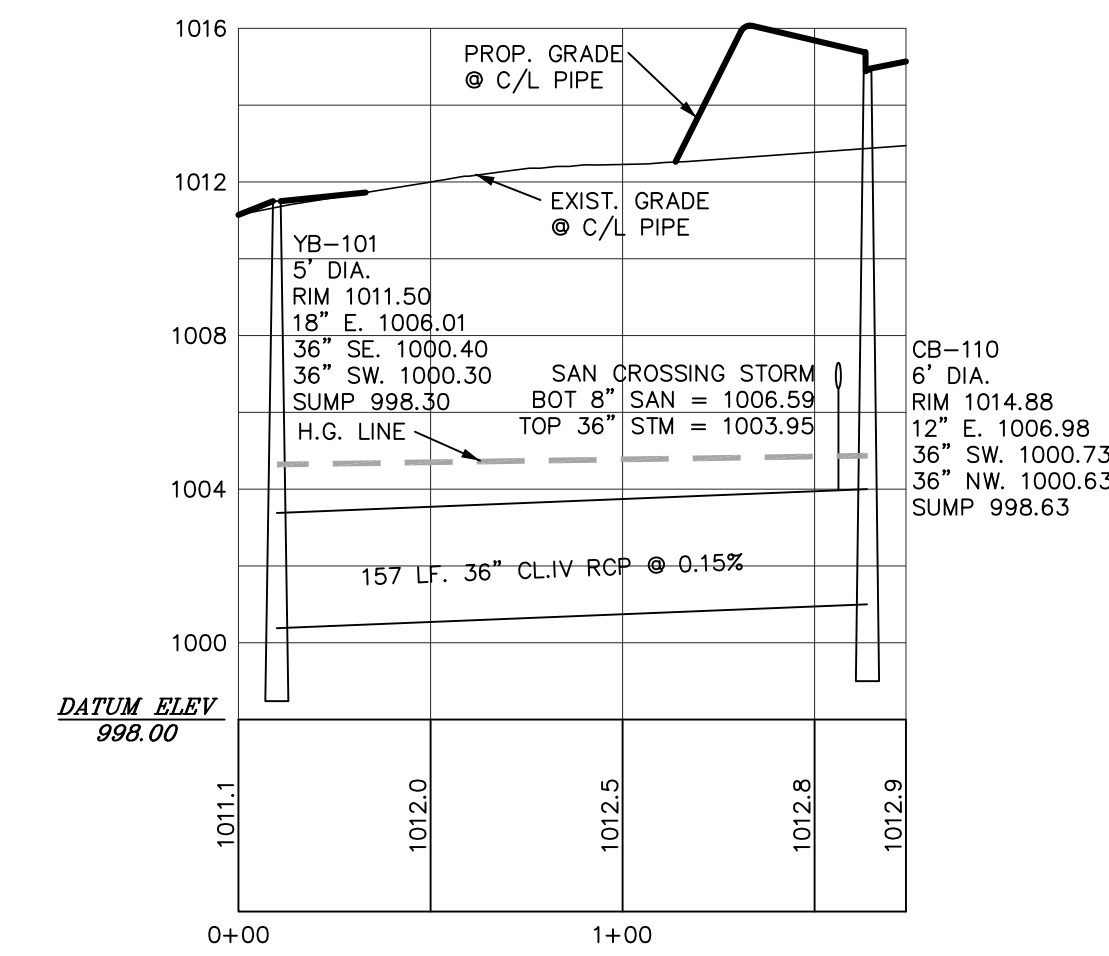
SCALE: 1in. = 50ft.
 PROJECT No.: 152775
 DWG NAME: 2775 R
 ISSUED: FEB. 24, 2022

R2



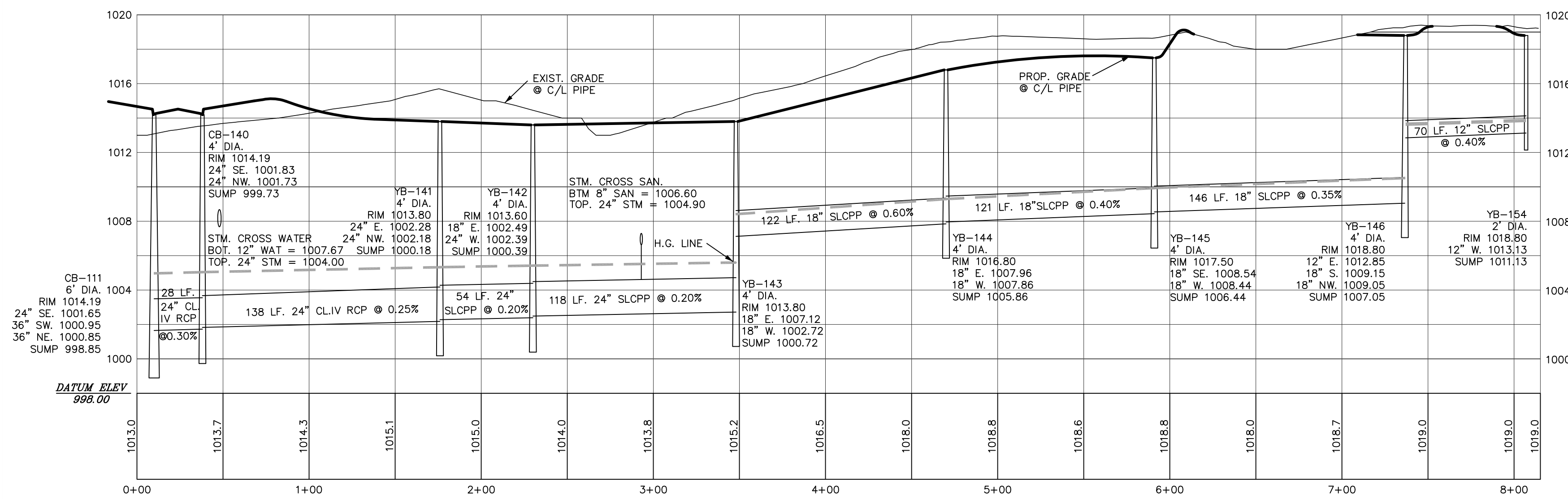
PROFILE: FES-100 THRU YB-175

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



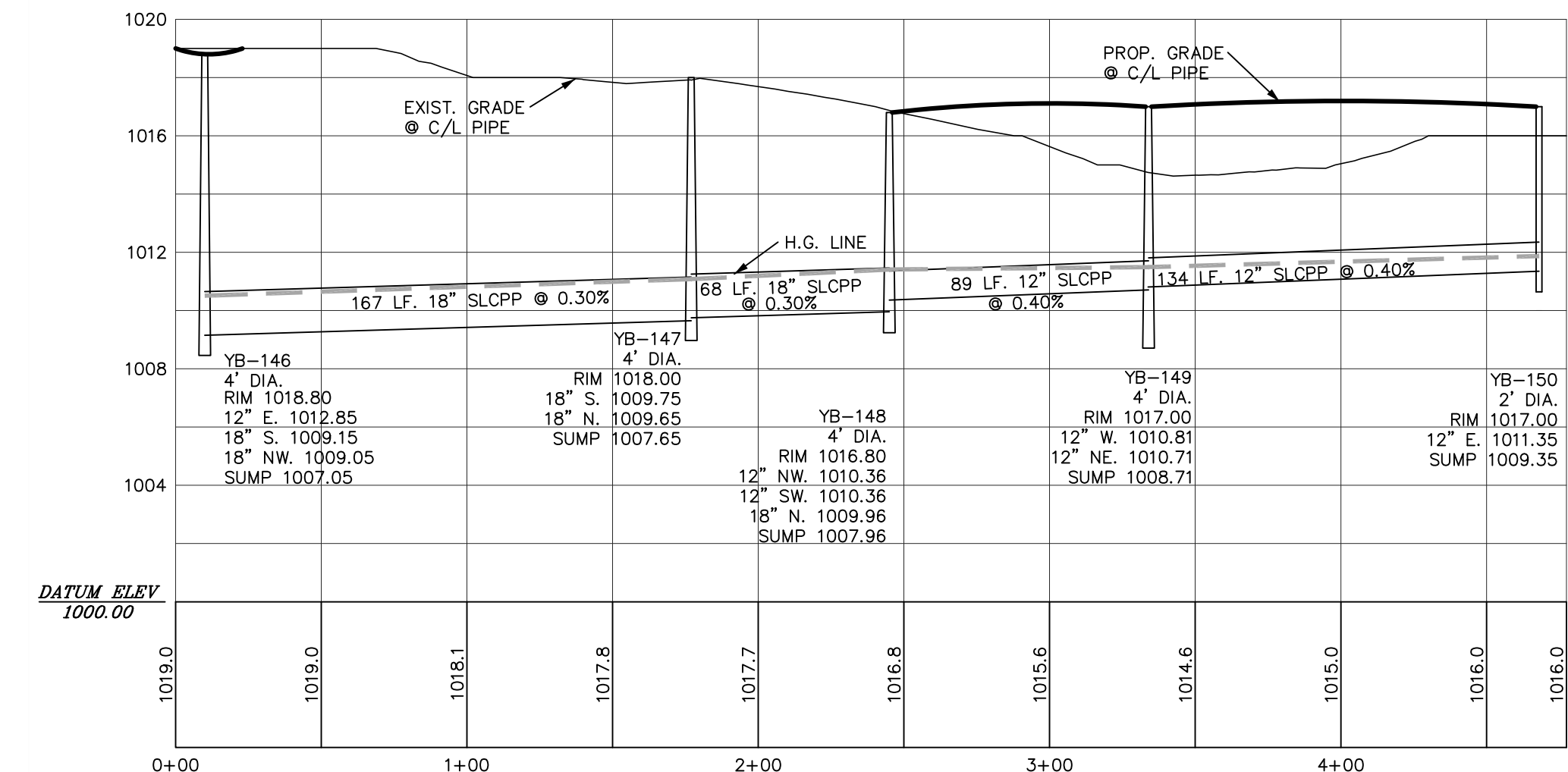
PROFILE: YB-101 THRU CB-110

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



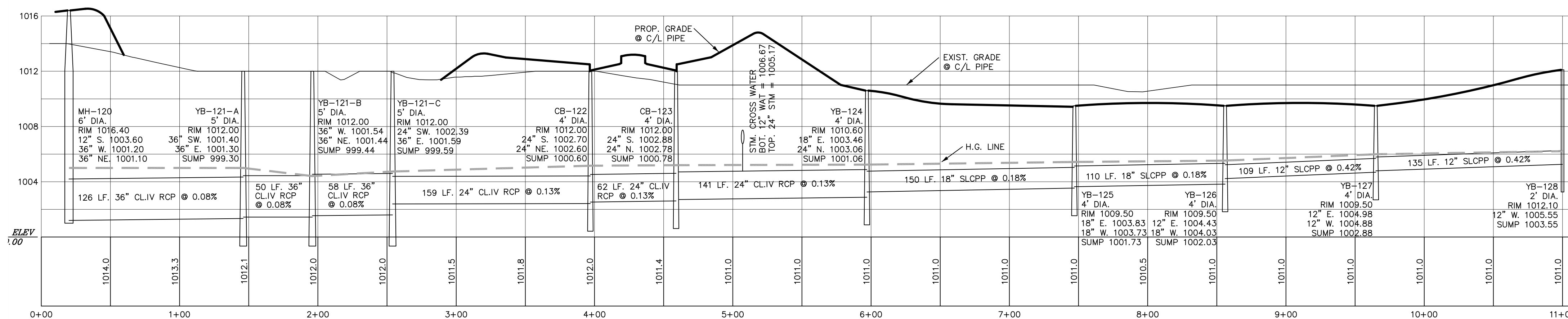
PROFILE: CB-111 THRU YB-154

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



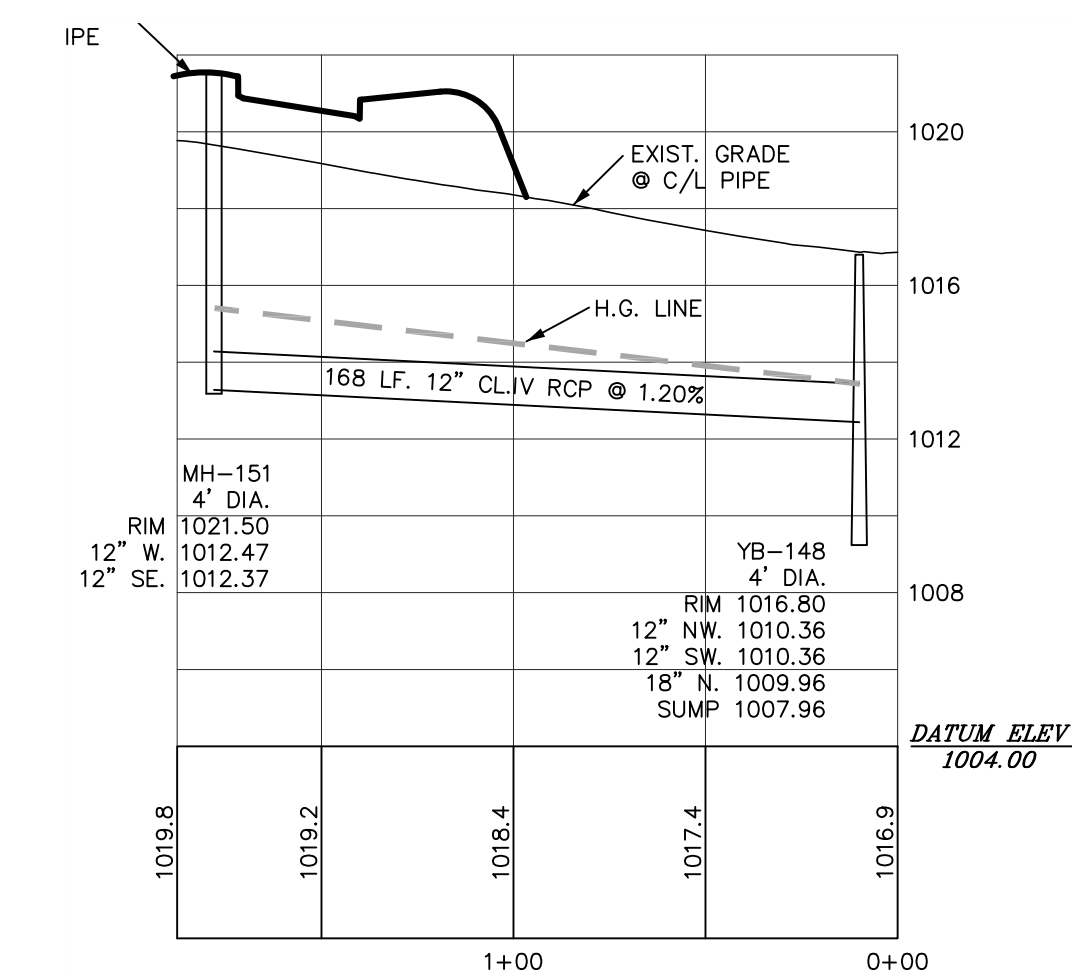
PROFILE: YB-146 THRU YB-150

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



PROFILE: MH-120 THRU YB-128

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



PROFILE: MH-151 THRU YB-148

SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

VILLAS OF
HARTLAND

STORM SEWER PROFILES

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

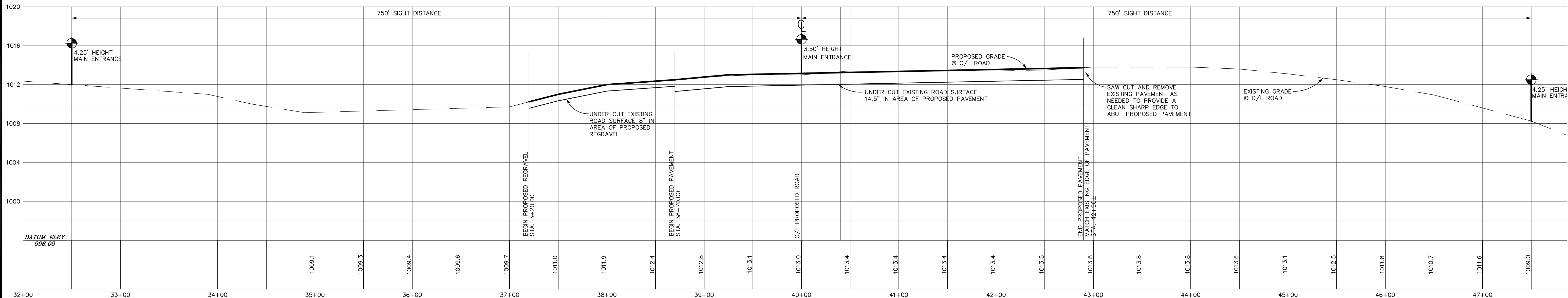
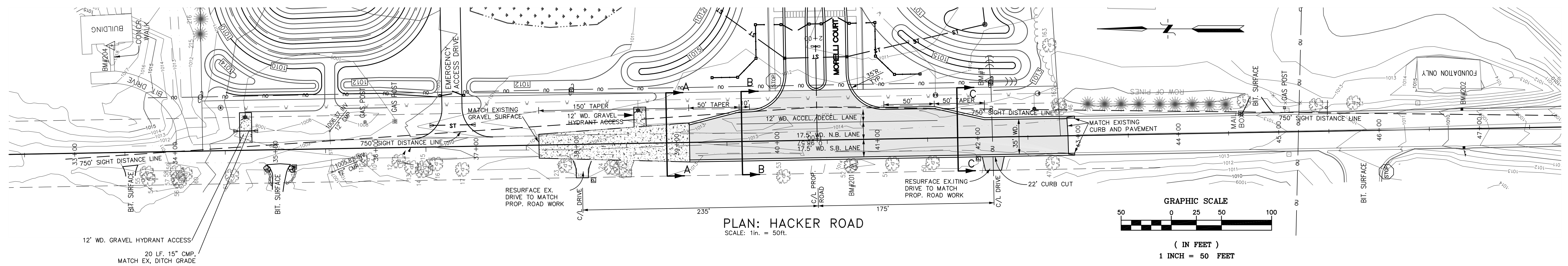
SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 R
ISSUED: FEB. 24, 2022

ST



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(TOLL FREE)
OR VISIT CALL811.COM





PROFILE: HACKER ROAD
SCALE: HORIZ. 1 in. = 50 ft.
VERT. 1 in. = 5 ft.

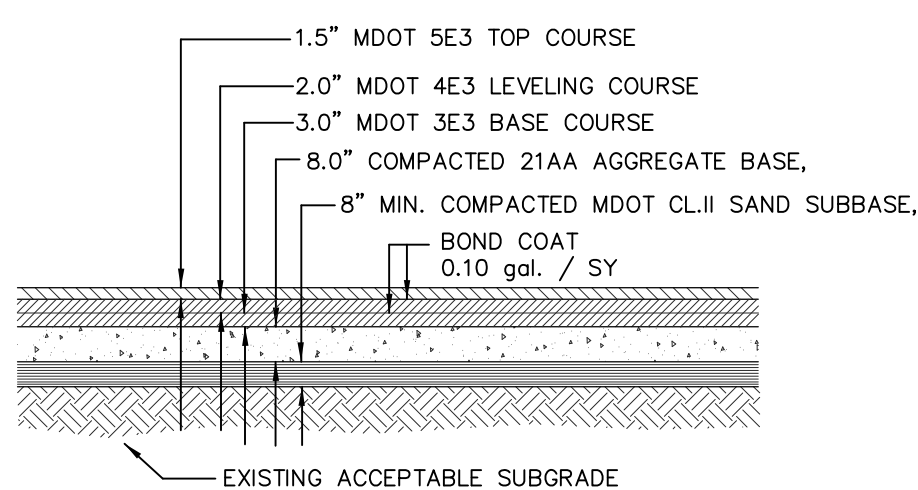
- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE

BENCHMARK

DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

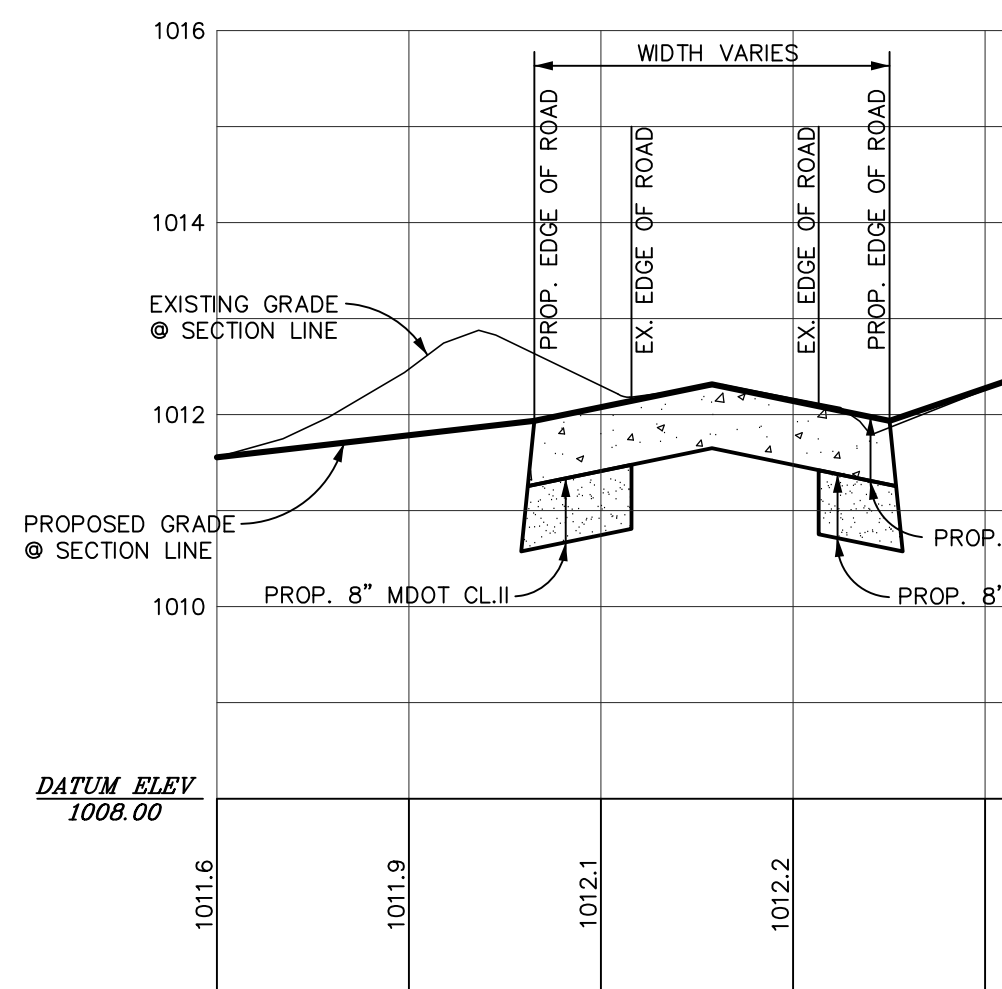
BENCHMARK #201
SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
ELEVATION = 1012.99 (NGVD 29)

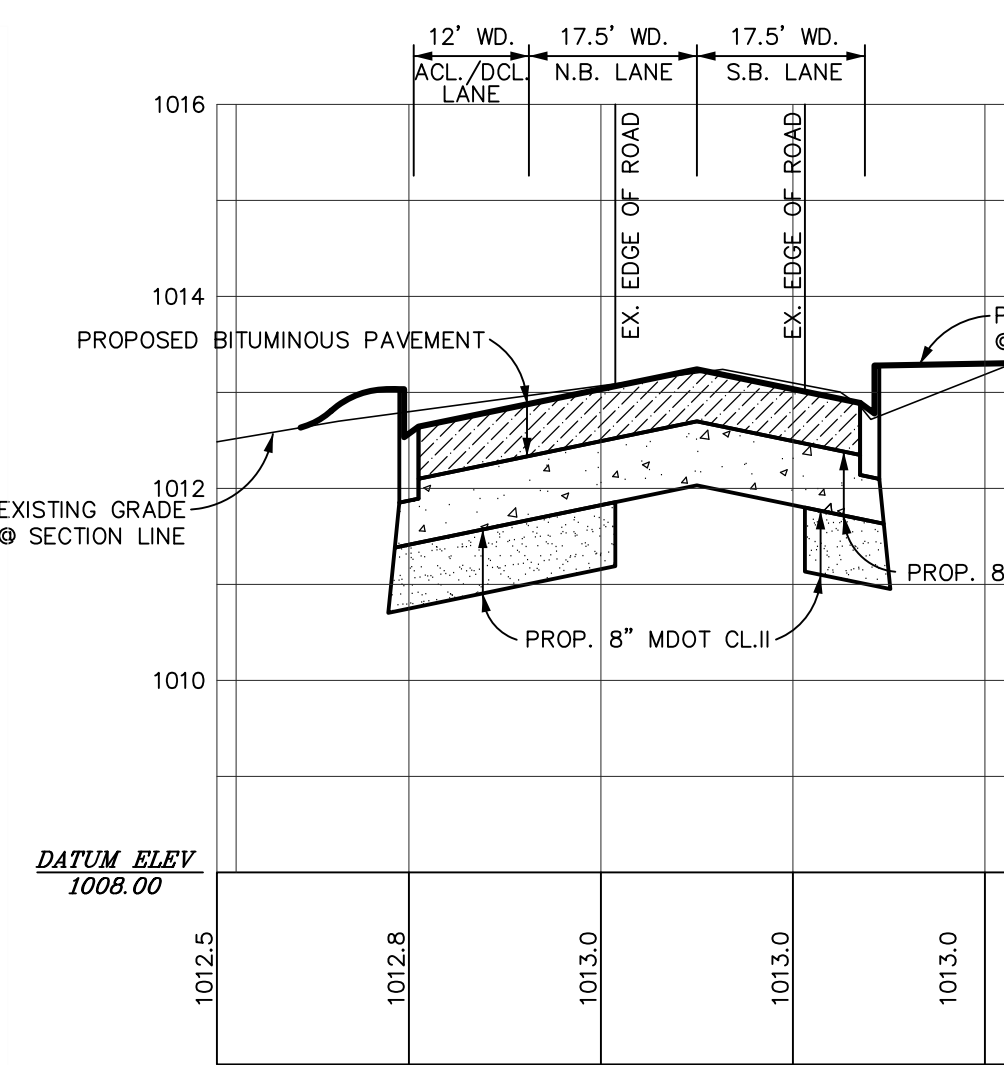


BITUMINOUS PAVEMENT A CROSS-SECTION
NOT TO SCALE

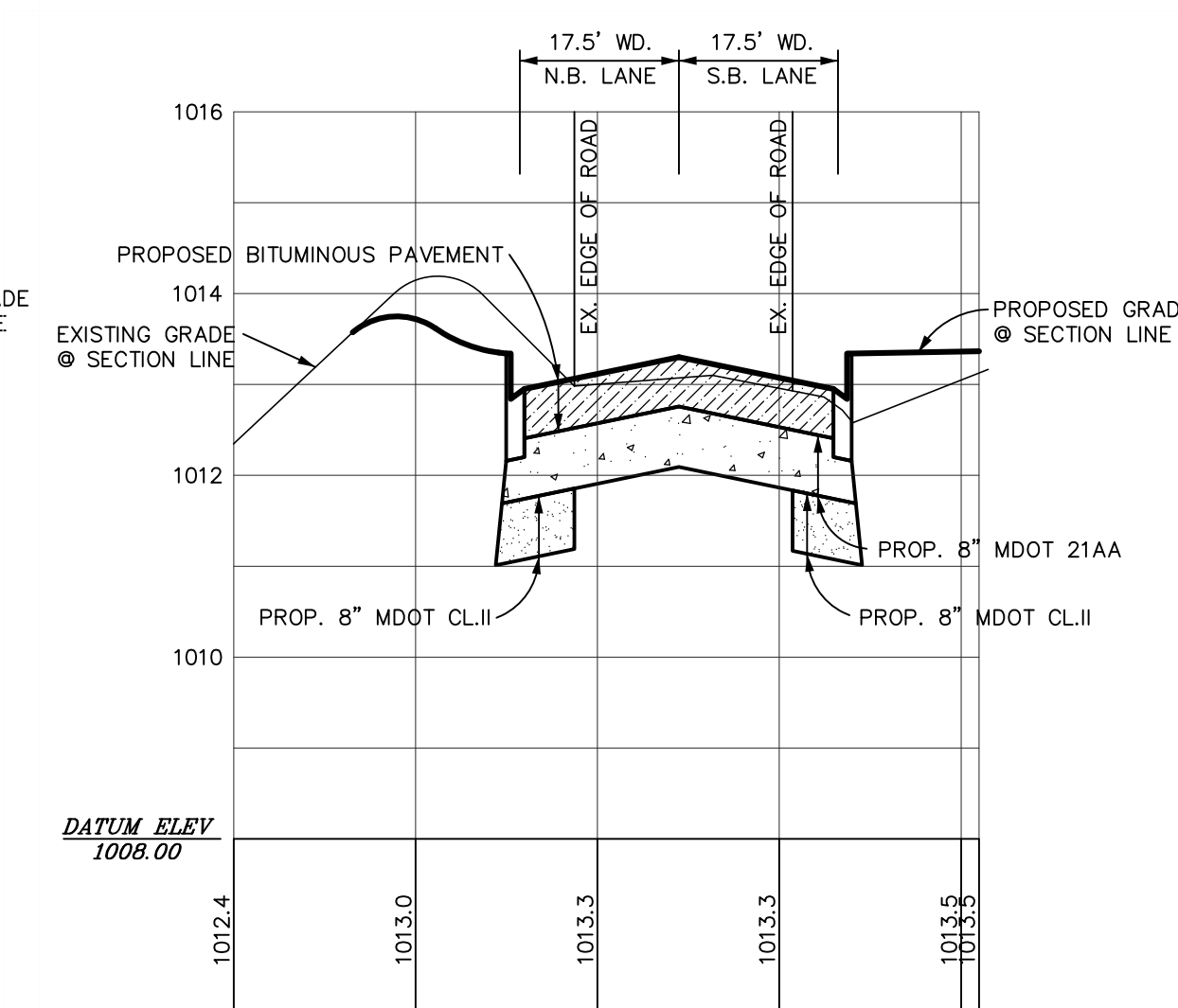
(FOR USE WITHIN HACKER ROAD R.O.W.)



SECTION A-A
SCALE: HORIZ. 1 in. = 20 ft.
VERT. 1 in. = 2 ft.



SECTION B-B
SCALE: HORIZ. 1 in. = 20 ft.
VERT. 1 in. = 2 ft.



SECTION C-C
SCALE: HORIZ. 1 in. = 20 ft.
VERT. 1 in. = 2 ft.

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

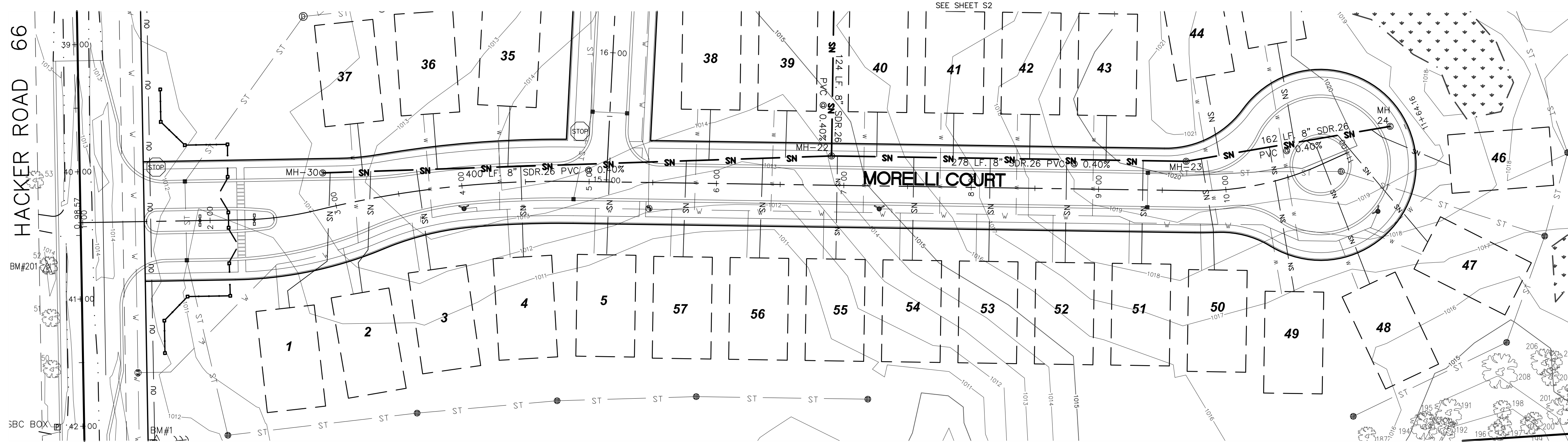
DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	2-24-22	REVISED PRELIMINARY SITE PLAN			

VILLAS OF HARTLAND

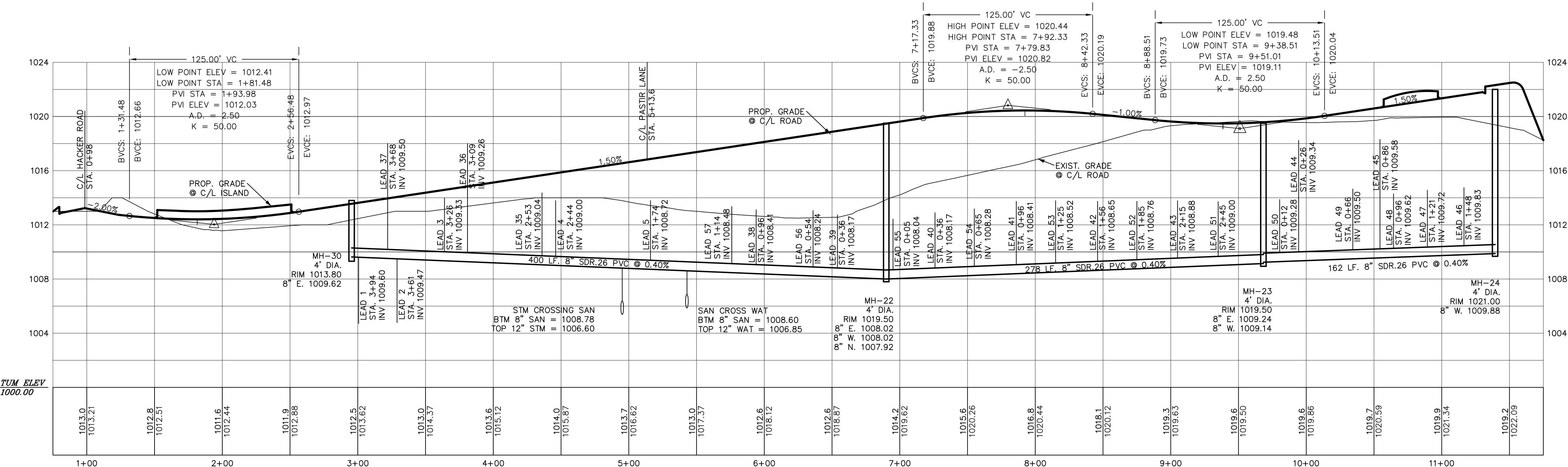
HACKER ROAD PLAN, PROFILE, AND SECTIONS

CLIENT:	SCALE: AS NOTED
HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336	PROJECT No.: 152775 DWG NAME: 2775 APPR
ISSUED: FEB. 24, 2022	

AP



PLAN
SCALE: 1in. = 50ft.



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.

- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
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 - = EDGE OF WOODS / TREE DRIP LINE
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 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
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 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = EX. 5' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = PROP. 1' CONTOUR
 - = PROP. 5' CONTOUR

BENCHMARK
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201
SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL.
ELEVATION = 1012.99 (NGVD 29)

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LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

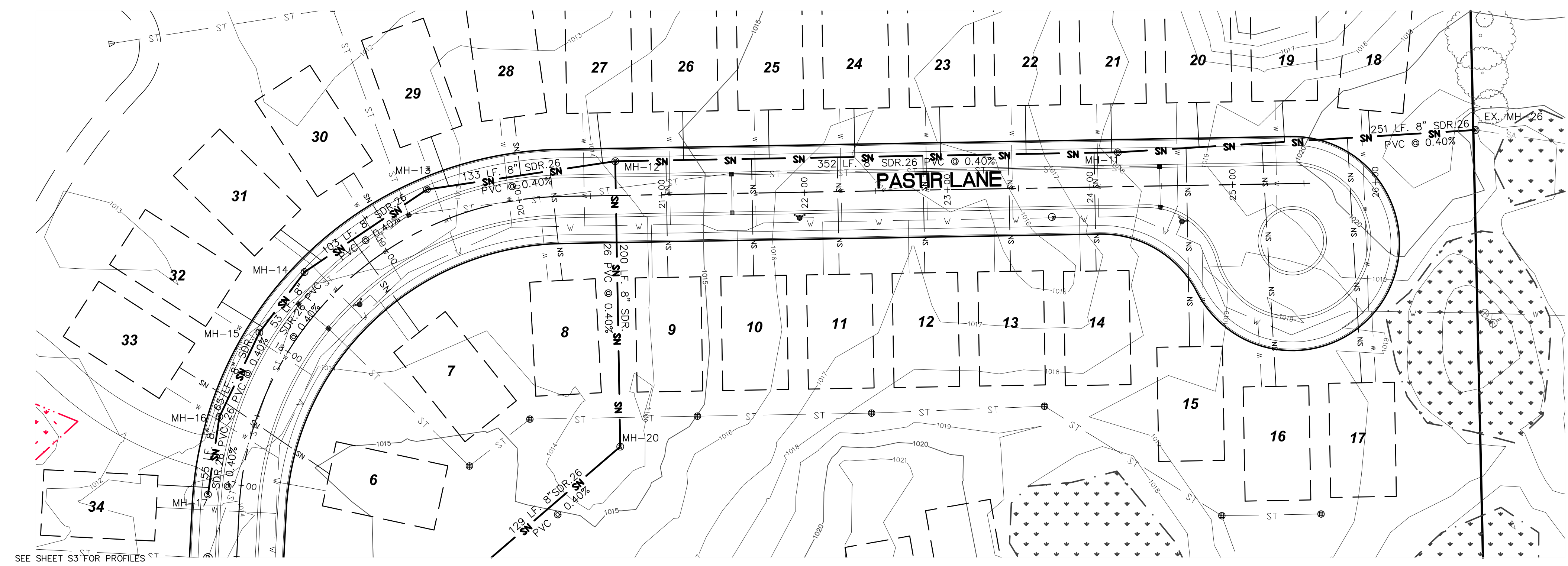
VILLARS OF
HARTLAND

MORELLI COURT
SANITARY SEWER
PLAN & PROFILE

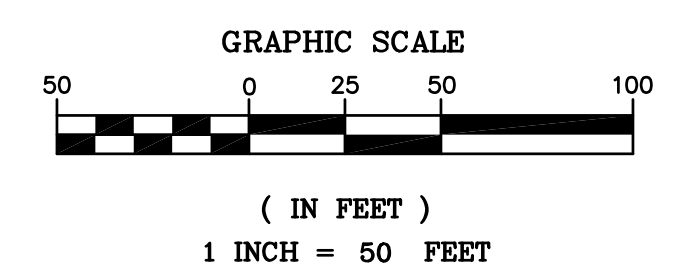
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 S
ISSUED: FEB. 24, 2022

S1



PLAN
SCALE: 1 in. = 50 ft.

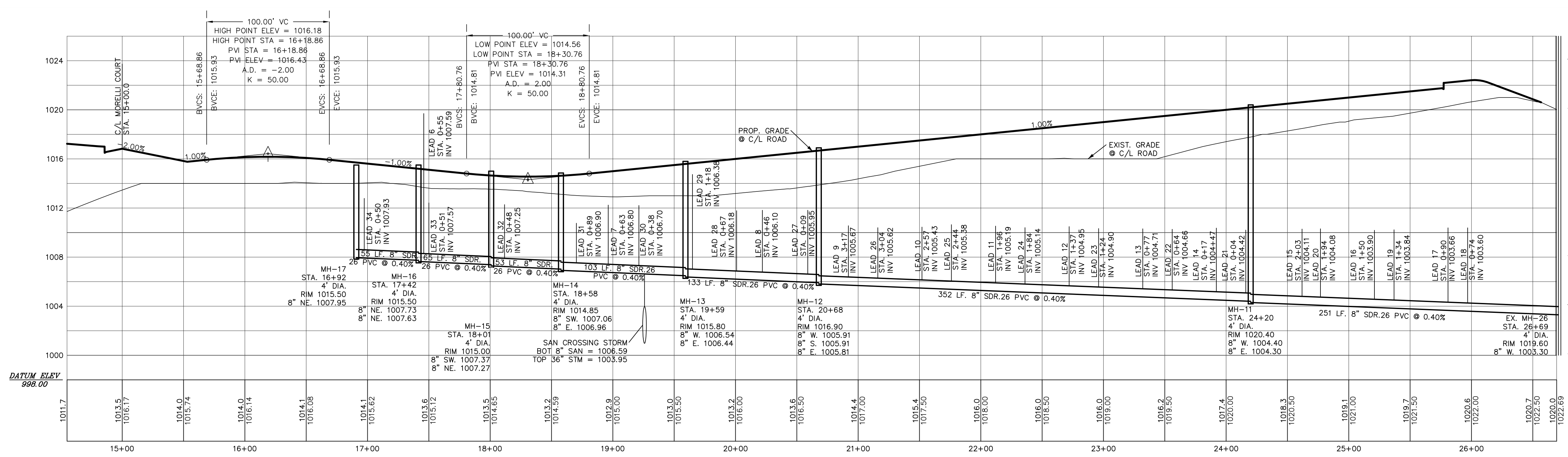


- LEGEND**
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BENCHMARK
 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

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 SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59.
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 ELEVATION = 1012.99 (NGVD 29)



PROFILE
 SCALE: HORIZ. 1 in. = 50 ft.
 VERT. 1 in. = 5 ft.

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

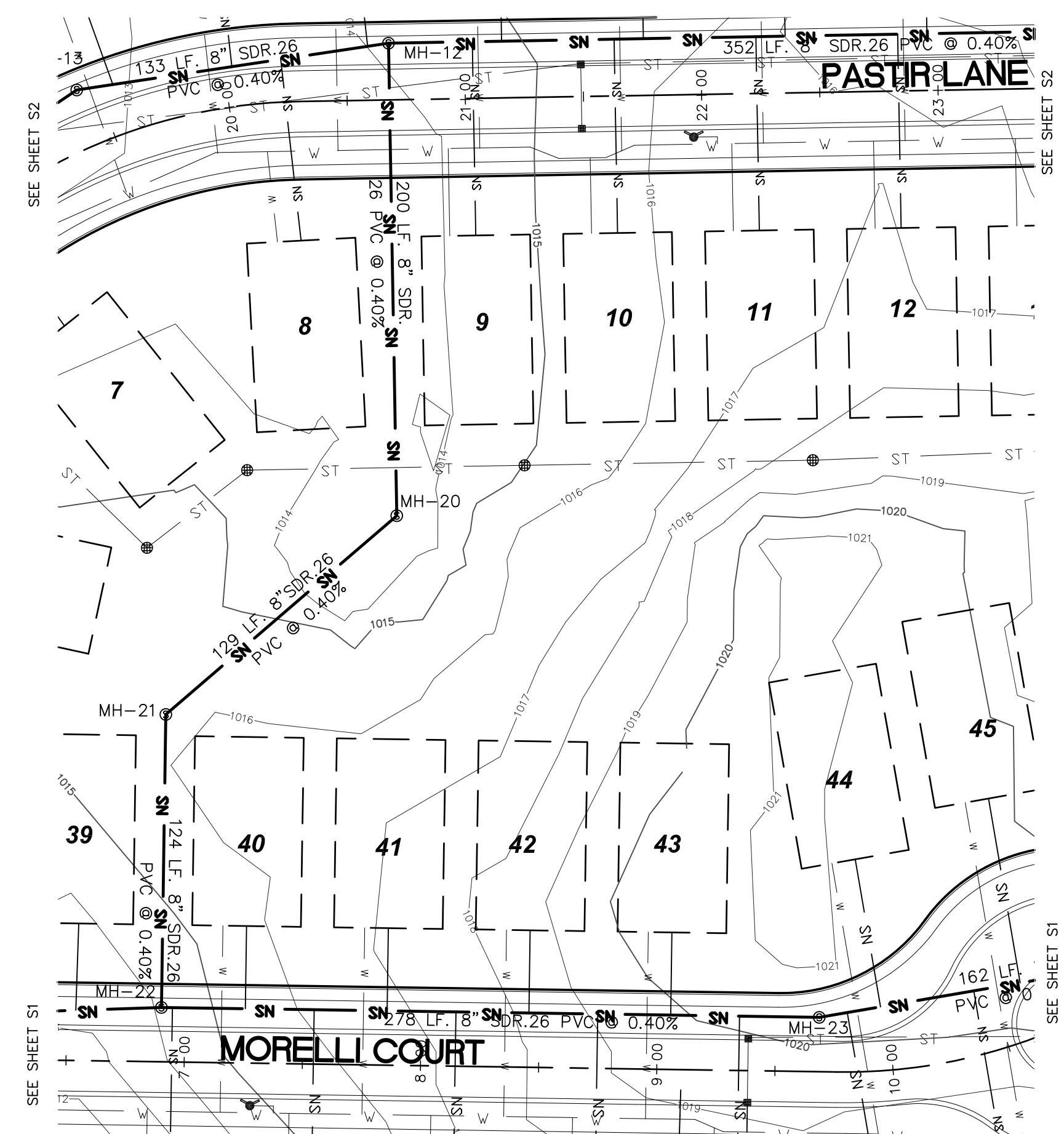
VILLAS OF
HARTLAND

PASTIR LANE
SANITARY SEWER
PLAN & PROFILE

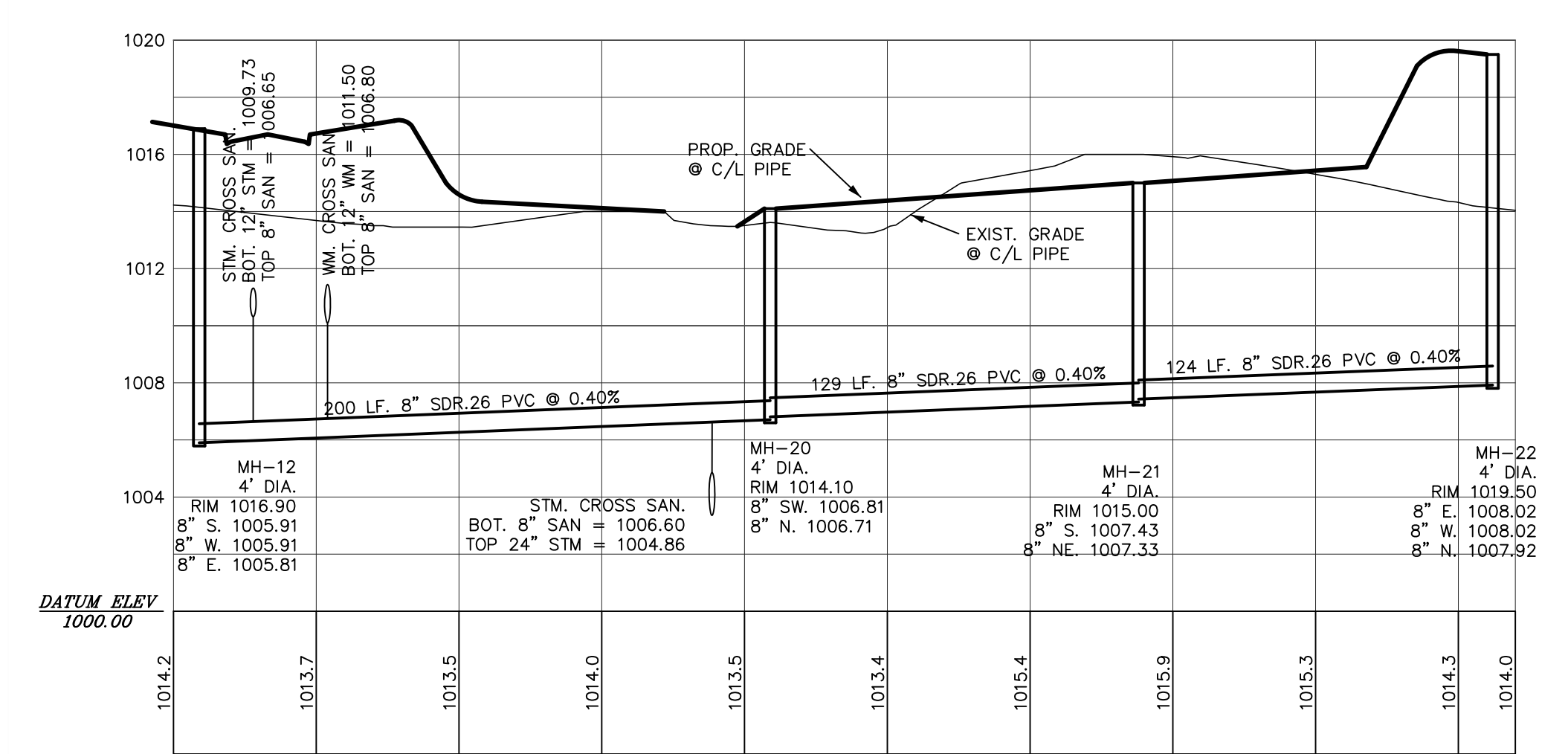
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1 in. = 50 ft.
PROJECT No.: 152775
DWG NAME: 2775 S
ISSUED: FEB. 24, 2022

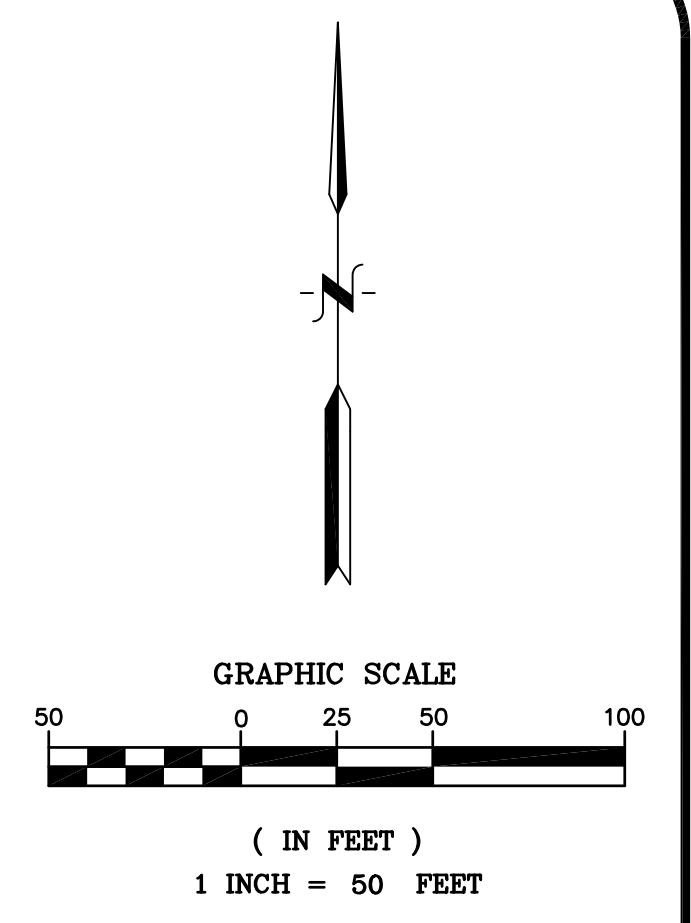
S2



PLAN
SCALE: 1in. = 50ft.



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



LEGEND

	= SIGN
	= UTILITY POLE W/GUY WIRE
	= OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
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	= PROP. HYDRANT
	= PROP. WATER VALVE
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	= PROP. 5' CONTOUR

BENCHMARK
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

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ELEVATION = 1012.99 (NGVD 29)

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CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

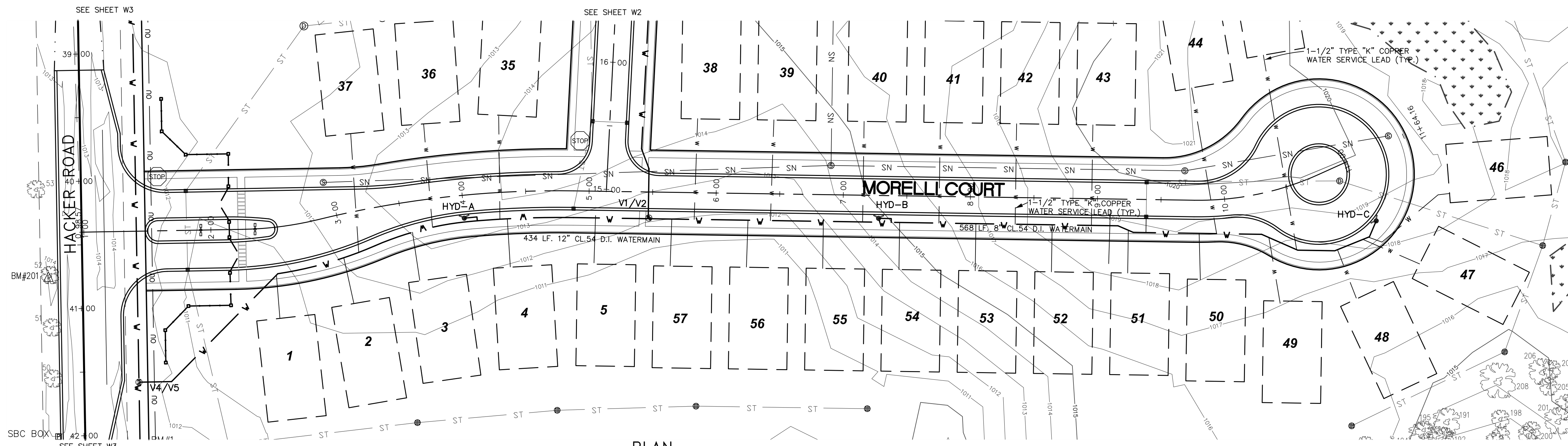
VILLAS OF HARTLAND

SANITARY SEWER PLAN & PROFILE

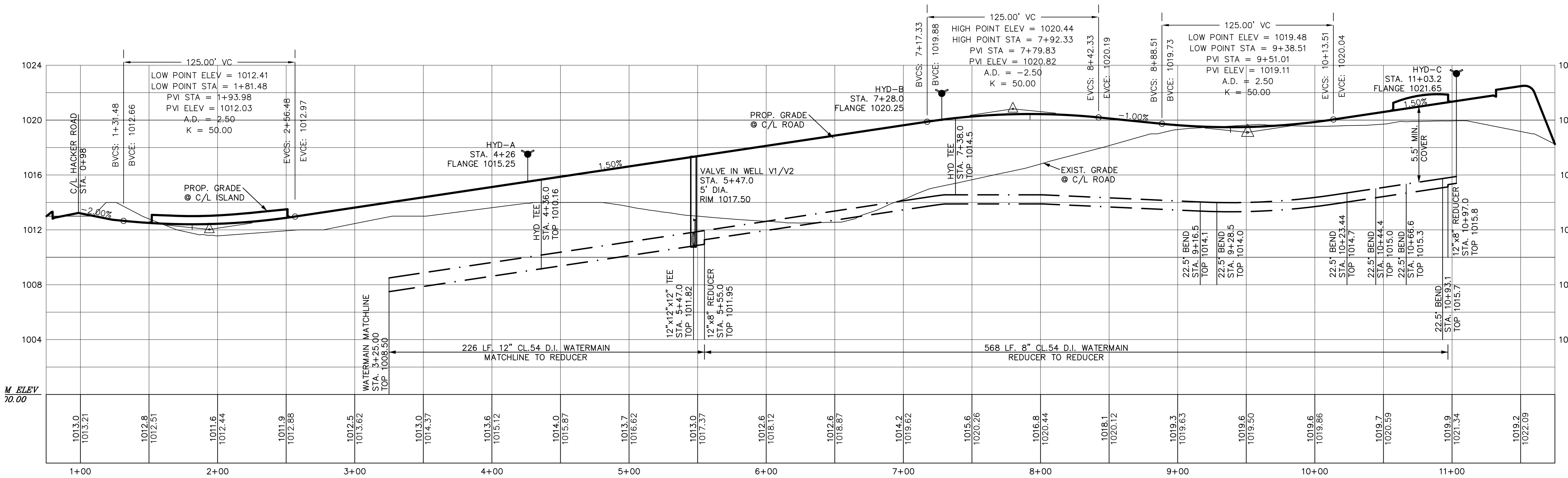
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 S
ISSUED: FEB. 24, 2022

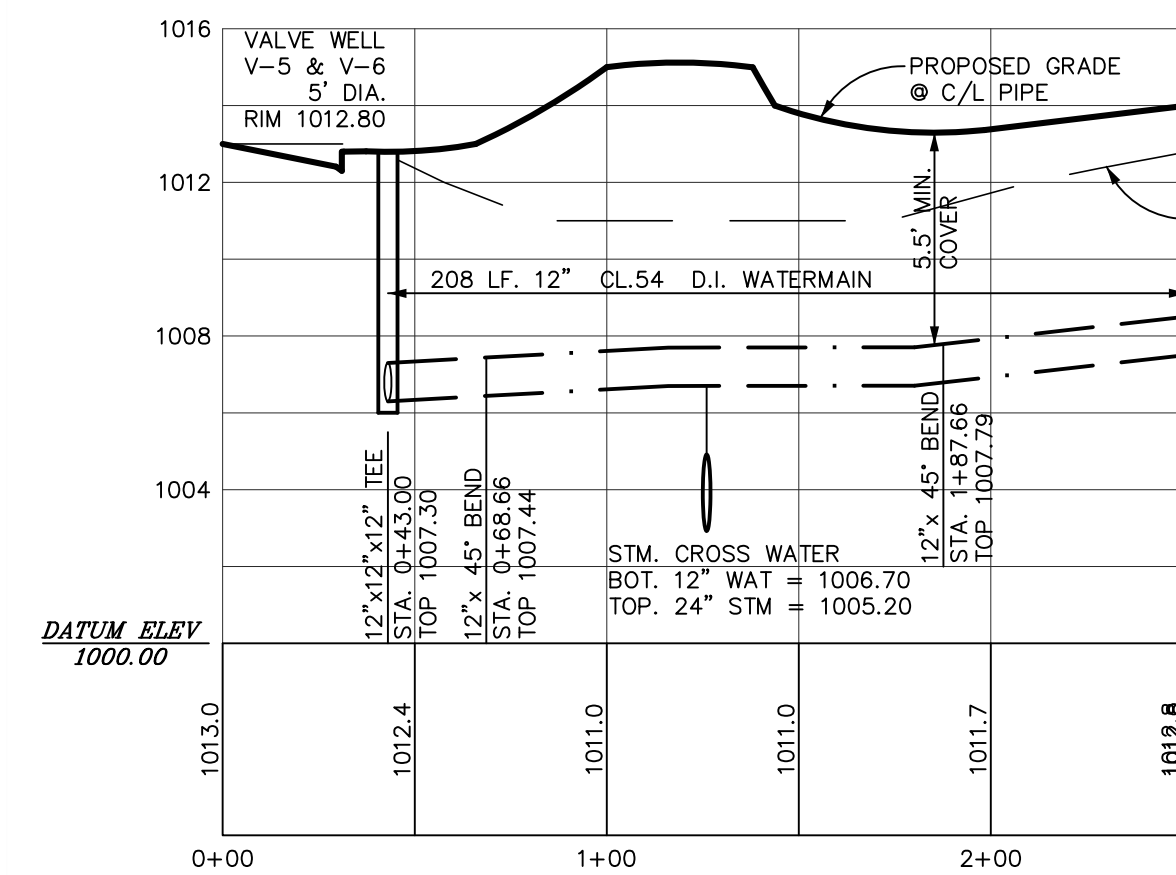
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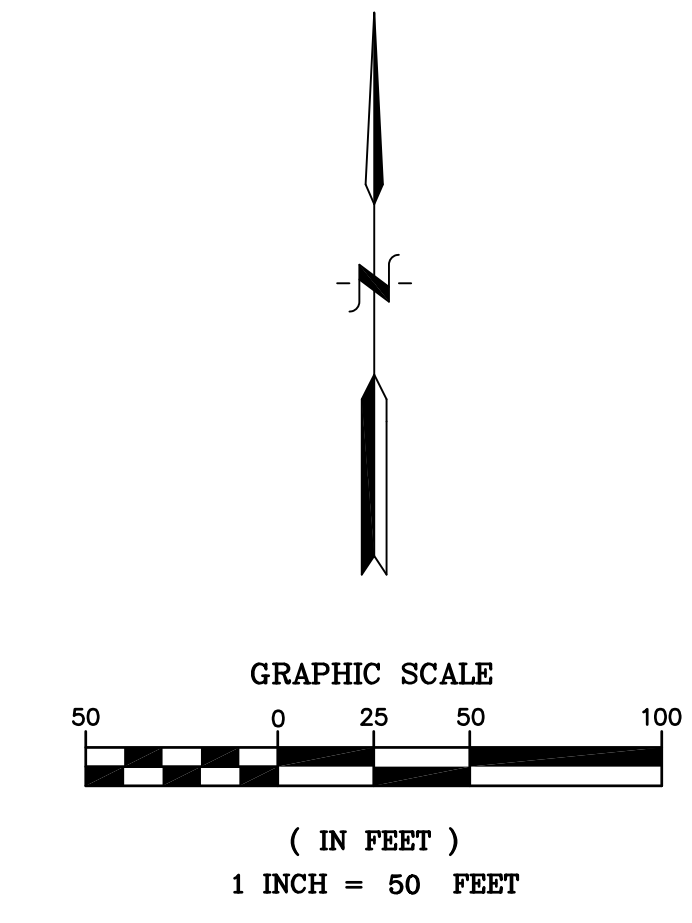
PLAN
SCALE: 1in. = 50ft.



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



PROFILE: OVERLAND TO HACKER ROAD
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



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DATUM "NGVD 29"

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LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

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DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

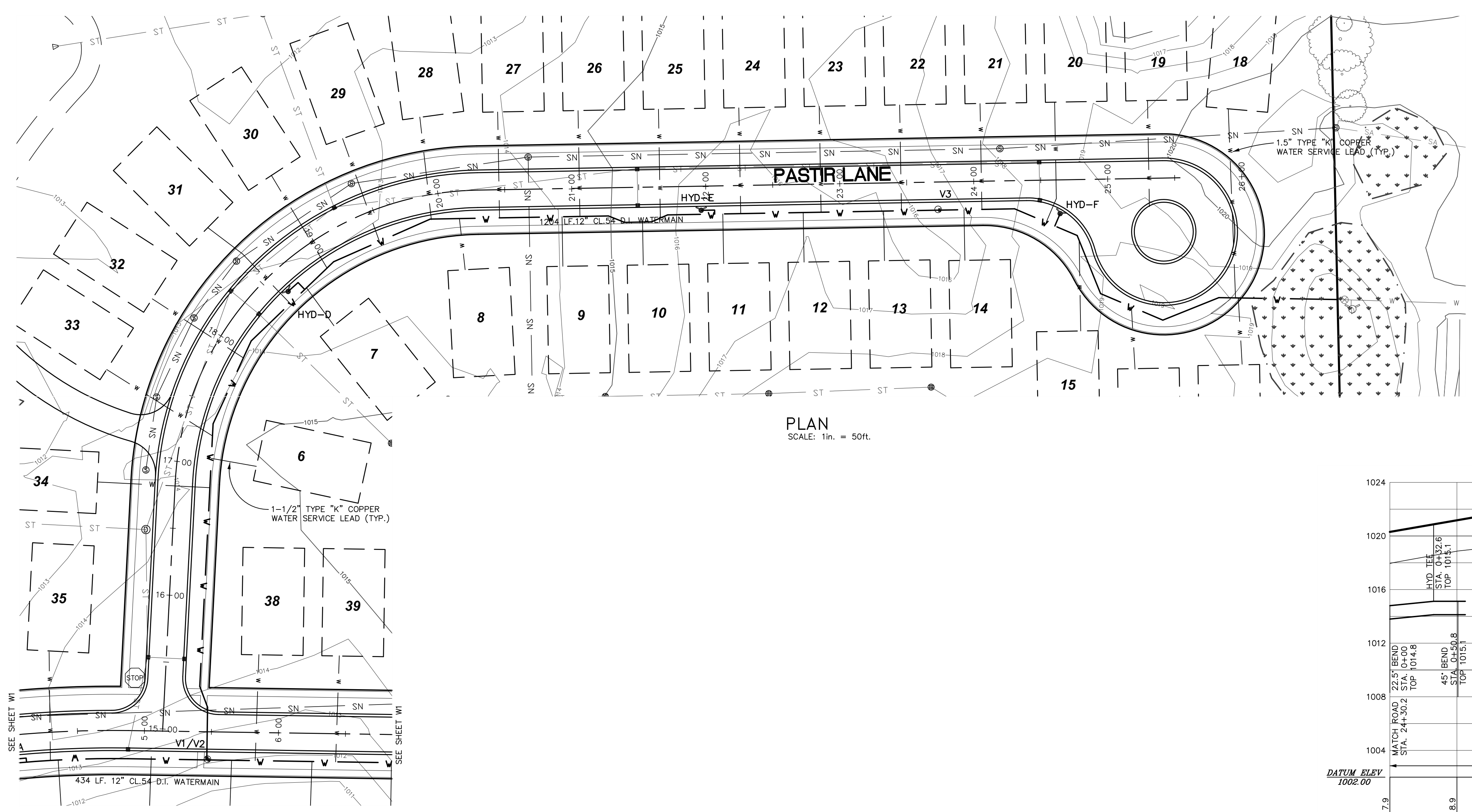
VILLARS OF
HARTLAND

MORELLI COURT
WATERMAIN
PLAN & PROFILE

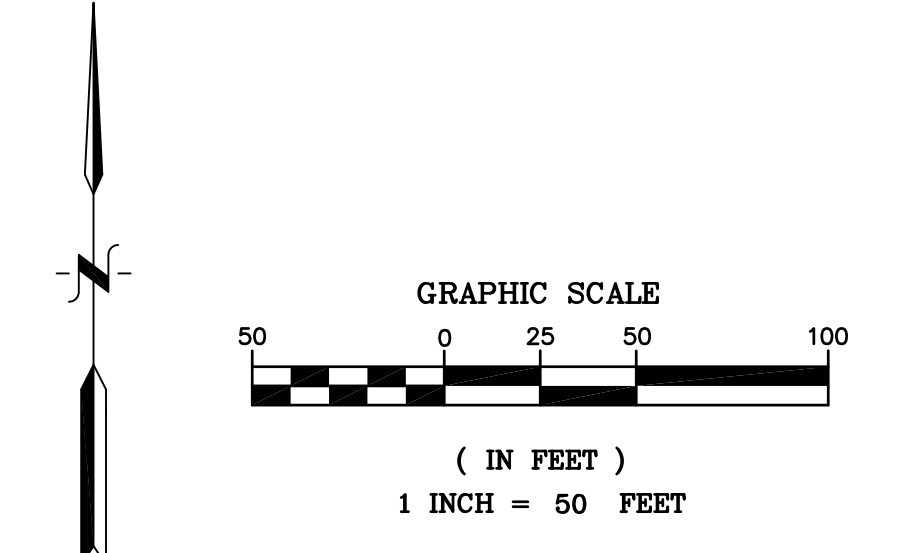
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 W
ISSUED: FEB. 24, 2022

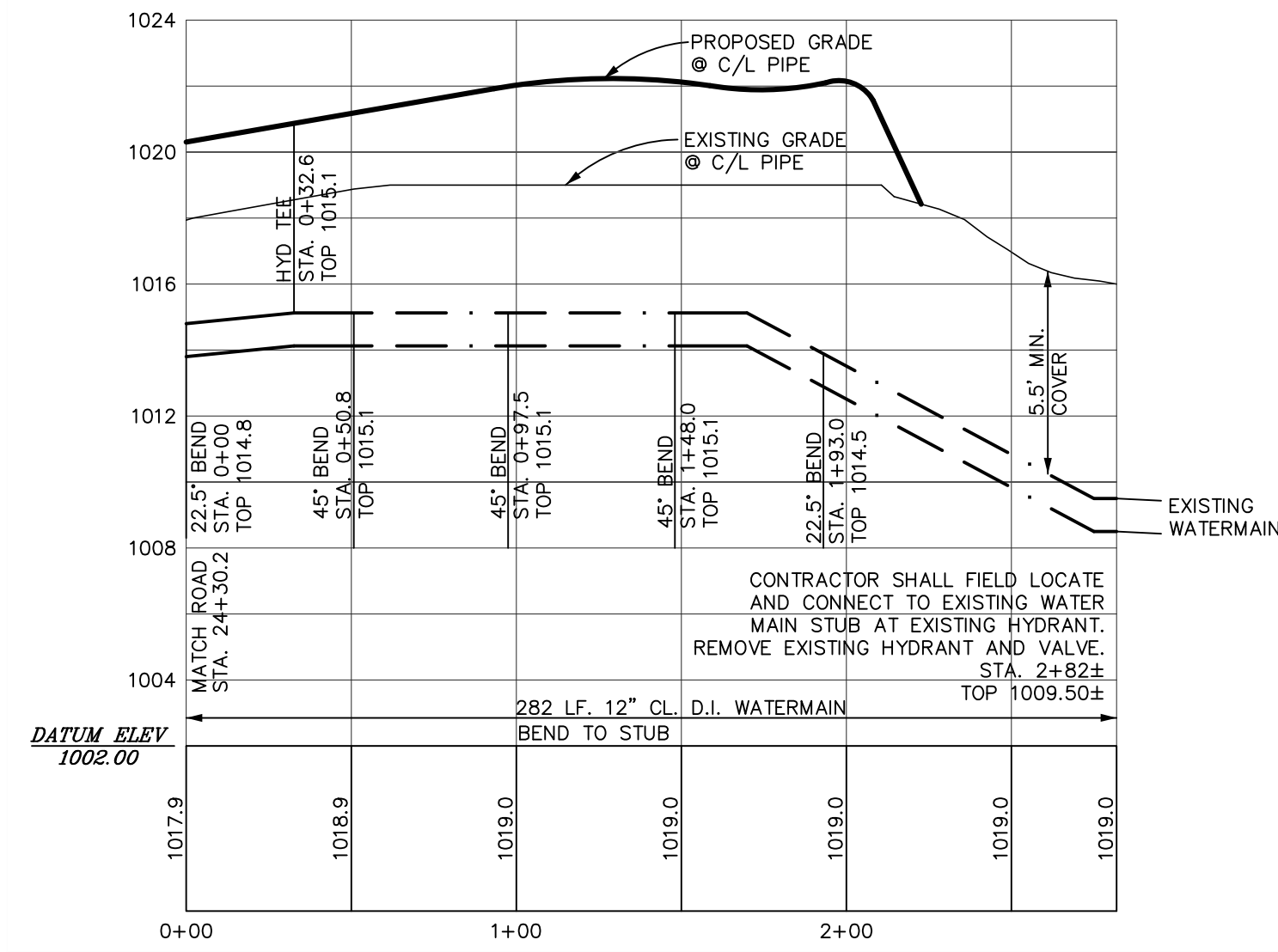
W1



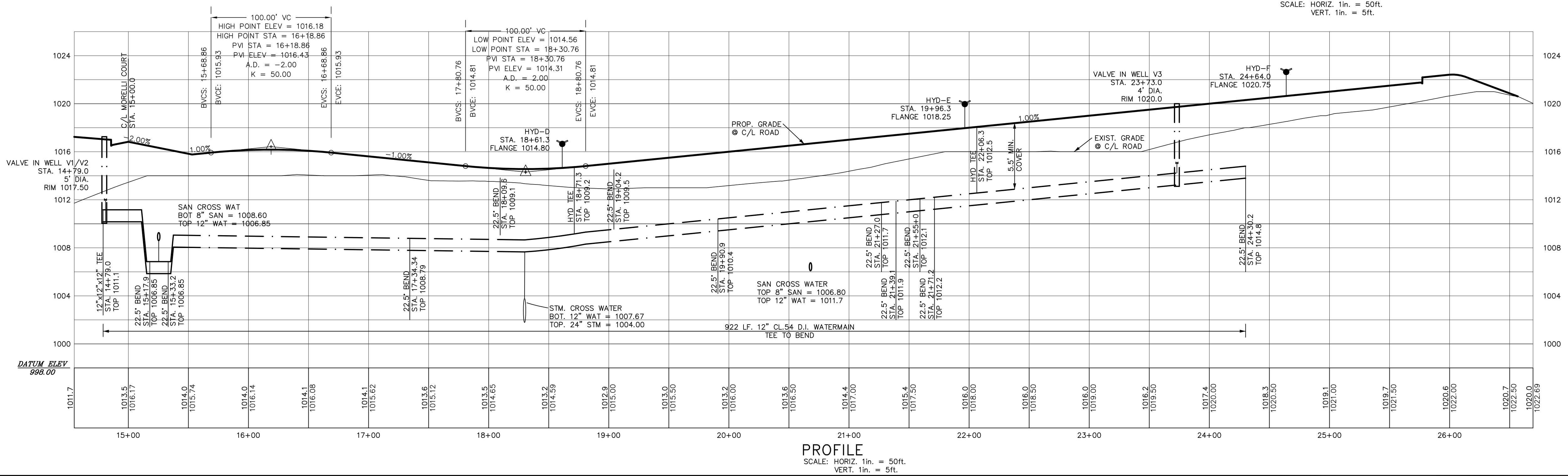
PLAN
SCALE: 1in. = 50ft.



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 - = PROP. SANITARY SEWER
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = PROP. 1' CONTOUR
 - = PROP. 5' CONTOUR



PROFILE: OVERLAND TO EX. VALVE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.

BENCHMARK
DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

BENCHMARK #201
SPIKE IN THE EAST SIDE OF A 36" OAK, LOCATED WEST SIDE OF HACKER RD AND 1072± FEET NORTH OF M-59. ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1
SET NAIL IN THE EAST SIDE OF A UTILITY POLE, LOCATED 55± FEET EAST OF THE CENTERLINE OF HACKER ROAD, IN THE SOUTHWEST CORNER OF PARCEL. ELEVATION = 1012.99 (NGVD 29)

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OR VISIT CALL811.COM

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

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

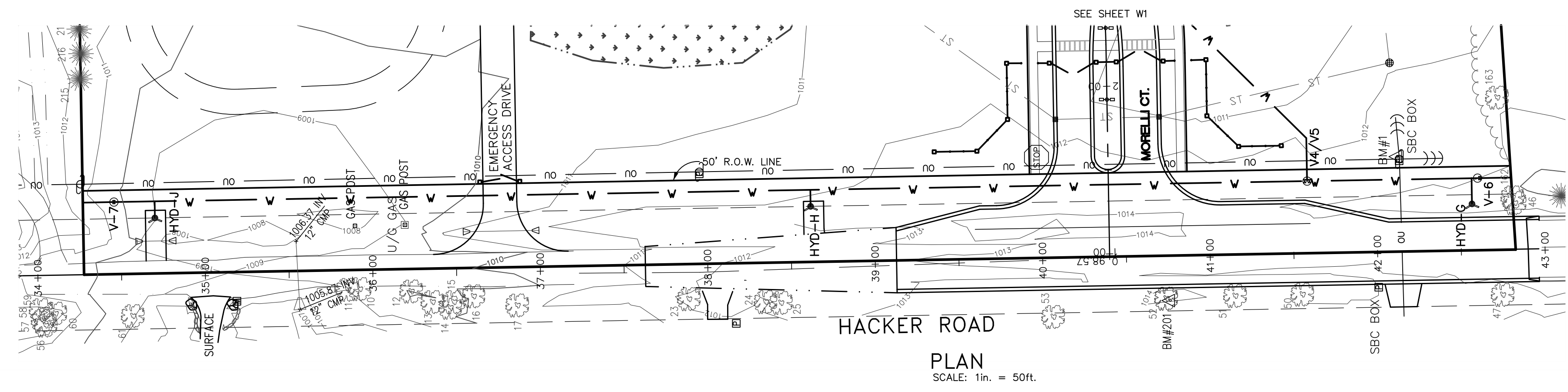
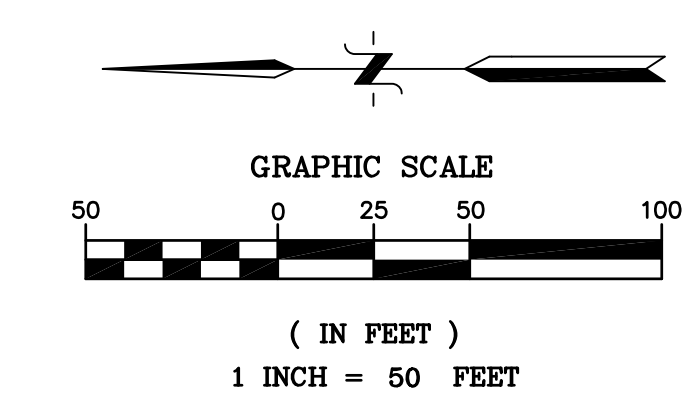
VILLAS OF
HARTLAND

PASTIR LANE
WATERMAIN
PLAN & PROFILE

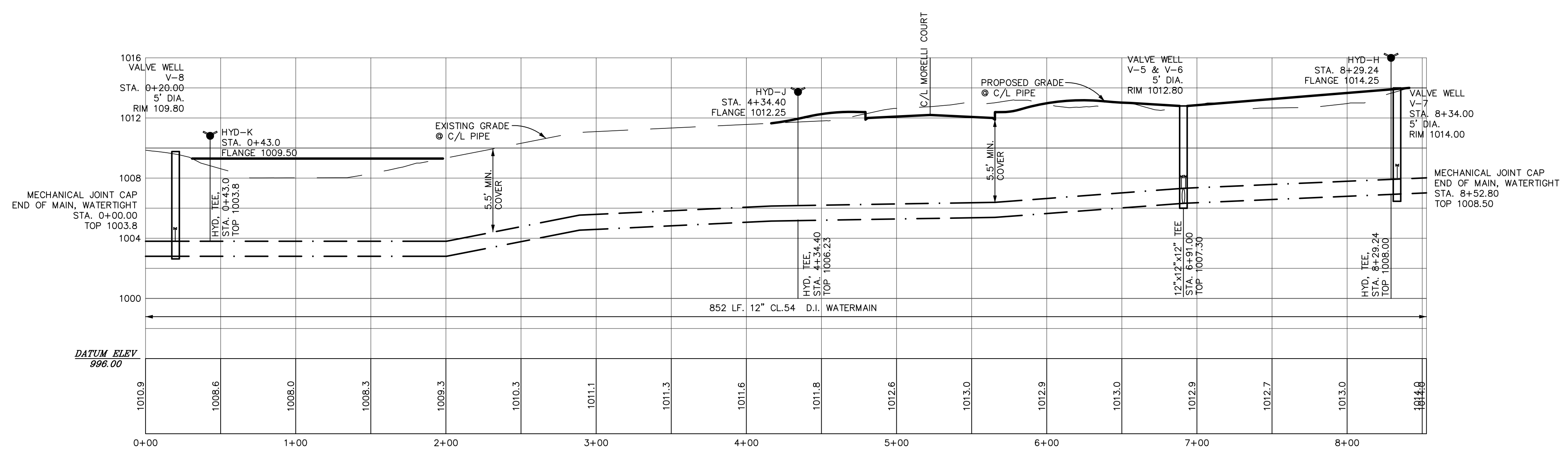
CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 W
ISSUED: FEB. 24, 2022

W2



PLAN
SCALE: 1in. = 50ft.



PROFILE
SCALE: HORIZ. 1in. = 50ft.
VERT. 1in. = 5ft.

- LEGEND**
- = SIGN
 - = UTILITY POLE W/GUY WIRE
 - = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - = EDGE OF BRUSH LINE
 - = EDGE OF WOODS / TREE DRIP LINE
 - = DECIDUOUS TREE W/IDENTIFIER
 - = CONIFEROUS TREE W/IDENTIFIER
 - = FENCE (AS NOTED)
 - = EDGE OF GRAVEL
 - = CONCRETE CURB (AS NOTED)
 - = EDGE OF WETLANDS/SWAMP
 - = SANITARY SEWER MANHOLE
 - = EX. SANITARY SEWER PIPE
 - = STORM WATER MANHOLE
 - = CATCH BASIN W/IDENTIFIER
 - = FLARED END SECTION
 - = EX. STORM WATER DRAINAGE PIPE
 - = EX. HYDRANT
 - = EX. WATER SHUT OFF
 - = EX. WATER GATE VALVE WELL
 - = EX. WATER VALVE BOX
 - = EX. WATER MAIN
 - = EX. 1' CONTOUR
 - = PROP. UNIT ENVELOPE
 - = PROP. 2' CONC. CURB
 - = PROP. STORM SEWER
 - = PROP. WATER MAIN
 - = PROP. HYDRANT
 - = PROP. WATER VALVE
 - = PROP. 1' CONTOUR
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DATUM "NGVD 29"

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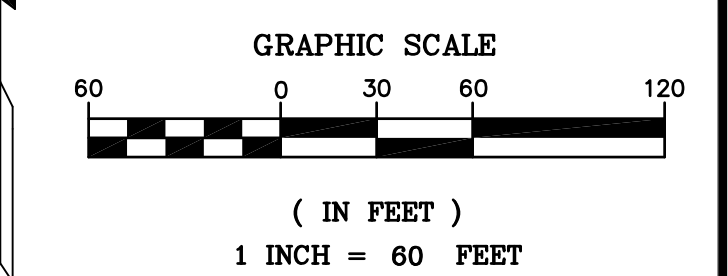
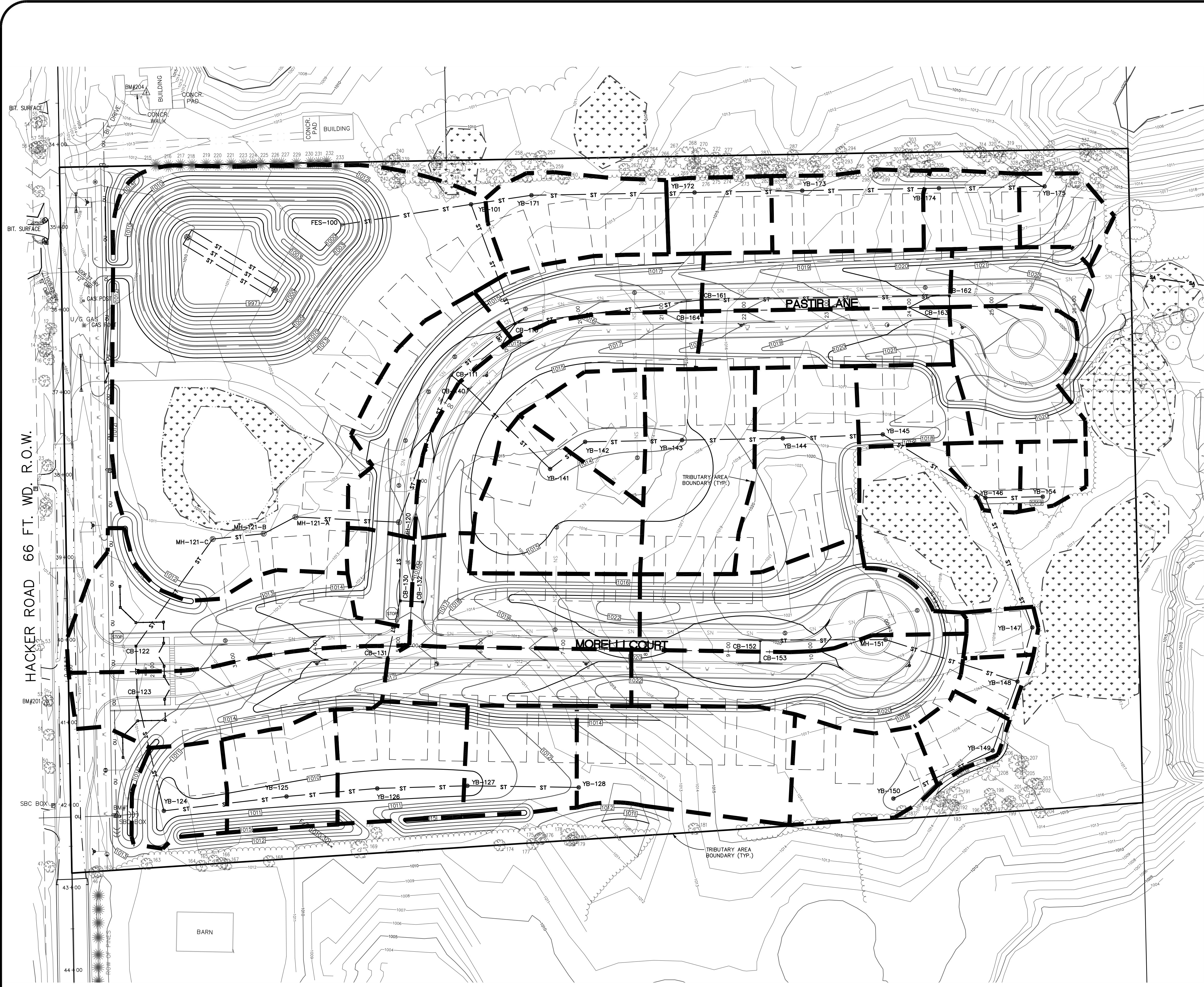
VILLAS OF
HARTLAND

HACKER ROAD
WATERMAIN
PLAN & PROFILE

CLIENT:
HACKER ROAD LLC
20771 RANDALL
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.
PROJECT No.: 152775
DWG NAME: 2775 W
ISSUED: FEB. 24, 2022

W3



- LEGEND**
- SIGN
 - UTILITY POLE W/ GUY WIRE
 - OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
 - U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
 - EDGE OF BRUSH LINE
 - EDGE OF WOODS / TREE DRIP LINE
 - DECIDUOUS TREE W/IDENTIFIER
 - CONIFEROUS TREE W/IDENTIFIER
 - FENCE (AS NOTED)
 - EDGE OF GRAVEL
 - CONCRETE CURB (AS NOTED)
 - EDGE OF WETLANDS/SWAMP
 - SA — SA — SANITARY SEWER MANHOLE
 - ST — ST — EX. SANITARY SEWER PIPE
 - ST — ST — STORM WATER MANHOLE
 - ST — ST — CATCH BASIN W/IDENTIFIER
 - ST — ST — FLARED END SECTION
 - ST — ST — EX. STORM WATER DRAINAGE PIPE
 - ST — ST — EX. HYDRANT
 - ST — ST — EX. WATER SHUT OFF
 - ST — ST — EX. WATER GATE VALVE WELL
 - ST — ST — EX. WATER VALVE BOX
 - ST — ST — EX. WATER MAIN
 - ST — ST — EX. 1' CONTOUR
 - ST — ST — EX. 5' CONTOUR
 - ST — ST — PROP. UNIT ENVELOPE
 - ST — ST — PROP. 2' CONC. CURB
 - ST — ST — PROP. SANITARY SEWER
 - ST — ST — PROP. STORM SEWER
 - ST — ST — PROP. WATER MAIN
 - ST — ST — PROP. HYDRANT
 - ST — ST — PROP. WATER VALVE
 - ST — ST — PROP. 1' CONTOUR
 - ST — ST — PROP. 5' CONTOUR

PROPOSED STORM WATER RUN-OFF

"Area"	Pavement	Building	Lawn	Area	"C" Factor
175	0.00	0.11	0.10	0.21	0.57
174	0.00	0.14	0.11	0.25	0.59
173	0.00	0.22	0.18	0.40	0.59
172	0.00	0.15	0.12	0.27	0.59
171	0.00	0.24	0.25	0.49	0.54
163	0.20	0.06	0.24	0.50	0.56
162	0.21	0.06	0.19	0.44	0.60
164	0.21	0.06	0.22	0.49	0.59
161	0.20	0.06	0.22	0.48	0.58
110	0.17	0.05	0.20	0.42	0.57
128	0.00	0.29	0.62	0.91	0.42
127	0.00	0.17	0.28	0.45	0.46
126	0.00	0.19	0.32	0.51	0.46
125	0.00	0.13	0.26	0.39	0.43
124	0.00	0.07	0.22	0.29	0.37
123	0.33	0.08	0.31	0.72	0.60
122	0.32	0.10	0.55	0.97	0.50
121-C	0.00	0.00	0.00	0.00	0.00
121-B	0.00	0.00	0.00	0.00	0.00
121-A	0.00	0.00	0.00	0.00	0.00
130	0.06	0.04	0.09	0.19	0.57
132	0.22	0.14	0.28	0.64	0.59
131	0.20	0.05	0.22	0.47	0.57
120	0.00	0.00	0.00	0.00	0.00
163	0.40	0.11	0.26	0.77	0.66
152	0.36	0.10	0.41	0.87	0.57
161	0.00	0.00	0.00	0.00	0.00
149	0.00	0.06	0.13	0.19	0.42
148	0.00	0.03	0.09	0.12	0.38
147	0.00	0.07	0.14	0.21	0.43
145	0.00	0.09	0.15	0.24	0.46
146	0.00	0.06	0.19	0.25	0.37
145	0.02	0.17	0.12	0.31	0.63
144	0.00	0.30	0.40	0.70	0.50
143	0.00	0.27	0.46	0.73	0.46
142	0.00	0.12	0.21	0.33	0.45
141	0.00	0.24	0.41	0.65	0.46
140	0.27	0.08	0.43	0.78	0.51
111	0.14	0.10	0.34	0.58	0.49
101	0.00	0.00	0.00	0.00	0.00
BASIN	0.00	0.43	3.50	3.93	0.28
TOTAL AREA = 29.57 ACRES					
RUN-OFF COEFFICIENT = 0.48					

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 DATUM BASED ON PREVIOUS BENCHMARK AS DEPICTED ON SITE PLANS BY DESINE INC. DATUM "NGVD 29"

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 BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

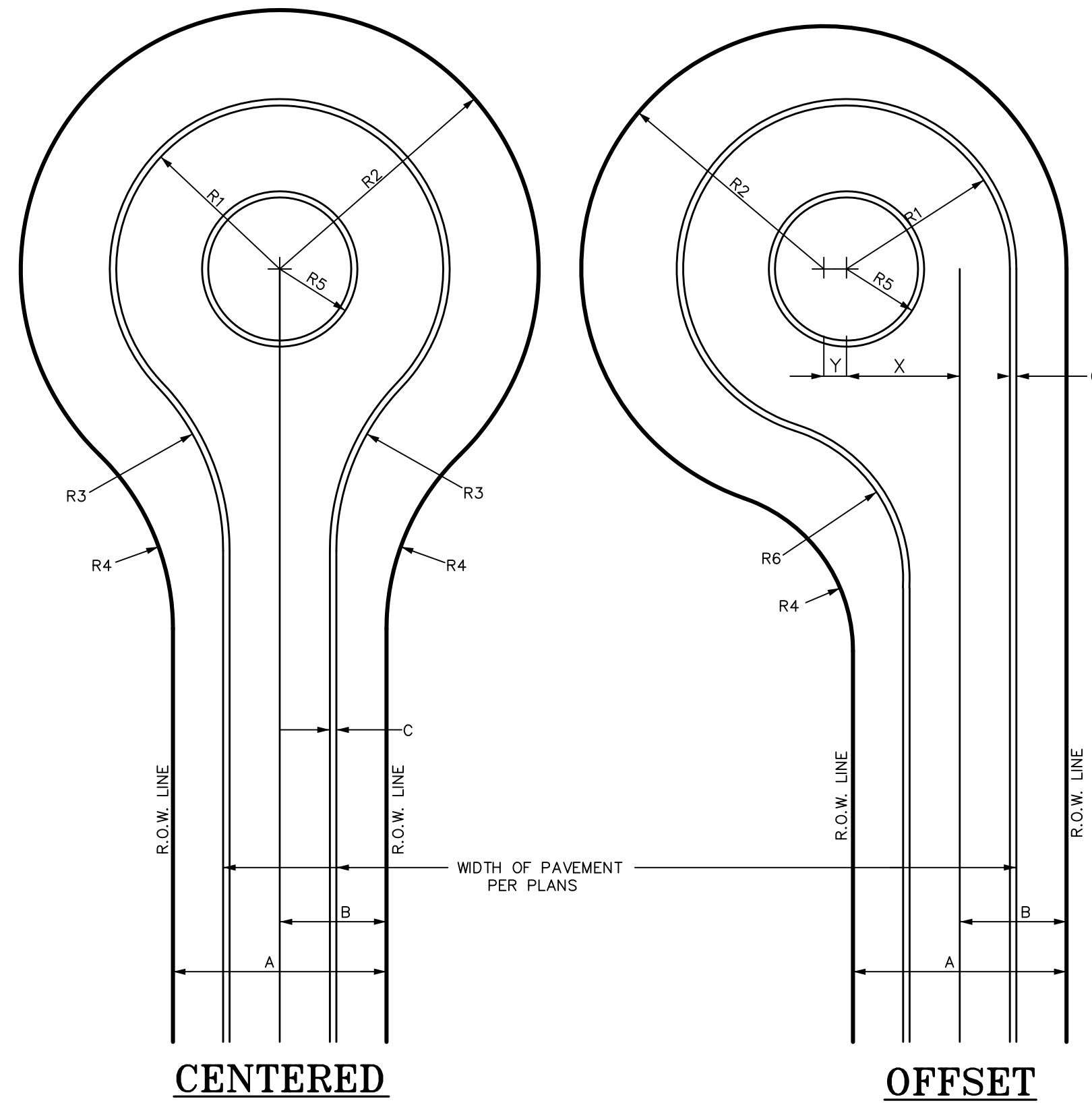
VILLAS OF HARTLAND

WATERSHED PLAN

CLIENT:
 HACKER ROAD LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 4836-5320

SCALE: 1in. = 60ft.
 PROJECT No.: 152775
 DWG NAME: 2775 WS
 ISSUED: FEB. 24, 2022

WS

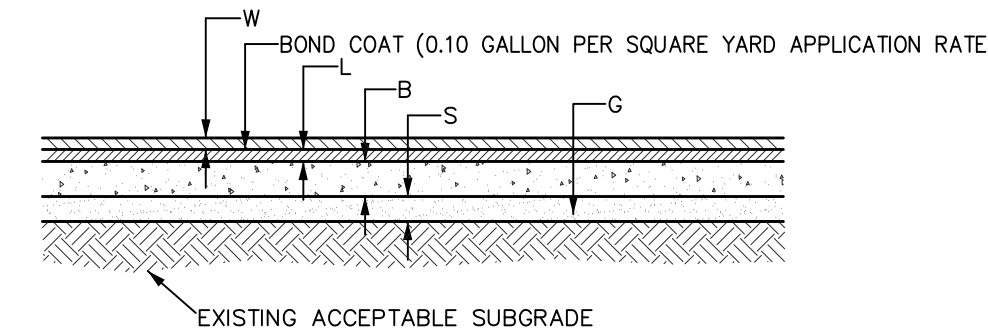


CUL-DE-SAC WITH CURB DETAIL
NOT TO SCALE

KEY	DESCRIPTION	DIMENSION	
		CENTERED	OFFSET
A	ROAD RIGHT OF WAY WIDTH	66'	66'
B	CENTERLINE OFFSET TO RIGHT OF WAY	33'	33'
C	CURB AND GUTTER WIDTH	2'	2'
R1	PAVEMENT RADIUS	53'	53'
R2	RIGHT OF WAY RADIUS	75'	75'
R3	BACK OF CURB RETURN RADIUS	50'	50'
R4	RIGHT OF WAY RETURN RADIUS	75'	75'
R5	BACK OF CURB ISLAND RADIUS	22'	22'
R6	BACK OF CURB RETURN RADIUS	50'	50'
X	CURB RADIUS CENTER OFFSET	40'	
Y	R.O.W. RADIUS CENTER OFFSET		2'

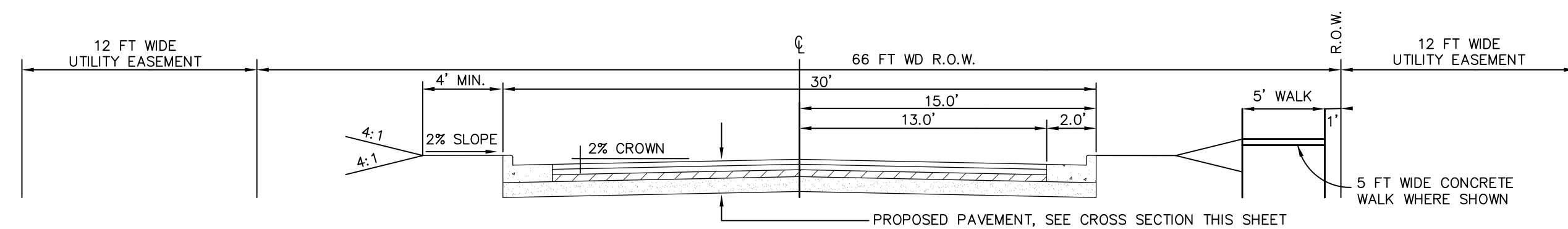
BITUMINOUS PAVEMENT NOTES:

- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes, Road and/or Parking Lot Construction Notes and Typical Road and/or Pavement Cross Section details on the project plans for additional requirements.
- Unsuitable soils found within the 1 on 1 influence zone of the pavement, such as muck, peat, topsoil, marl, silt or other unstable materials shall be excavated and replaced up to the proposed subgrade elevation with MDOT Class III granular material compacted to 95% maximum unit weight, modified proctor.
- Contractor shall proof roll prepared subgrade as directed by Engineer. Unacceptable areas of subgrade shall be undercut and replaced as directed by Engineer.
- Owner/Developer may delay placement of the bituminous wearing course outside of the public road right of way. Repair of the bituminous leveling course may be necessary due to any delay in placement of the bituminous wearing course. Substantial repair to the bituminous leveling course may be necessary if placement of the bituminous wearing course is delayed for more than 12 months after placement of the bituminous leveling course. The bituminous leveling course shall be repaired as directed by Engineer prior to placement of the bituminous wearing course.



STANDARD DUTY BITUMINOUS PAVEMENT CROSS SECTION
NOT TO SCALE

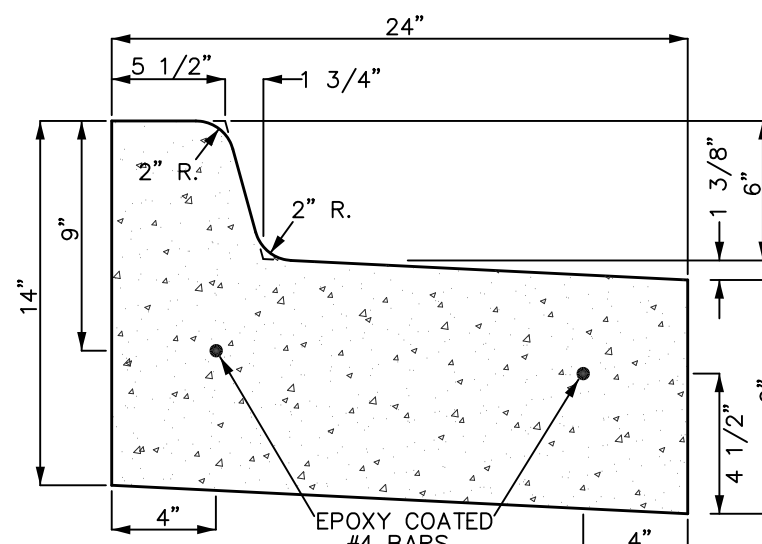
KEY	DESCRIPTION	MATERIAL SPECIFICATION	MINIMUM COMPACTED THICKNESS
W	WEARING COURSE	MDOT 5E3	1.5"
L	LEVELING COURSE	MDOT 4E3	2.5"
B	AGGREGATE BASE	MDOT 21AA LESTONE	7"
S	GRANULAR SUBBASE	MDOT CLASS II	6"
G	GEOGRID	N/A	N/A



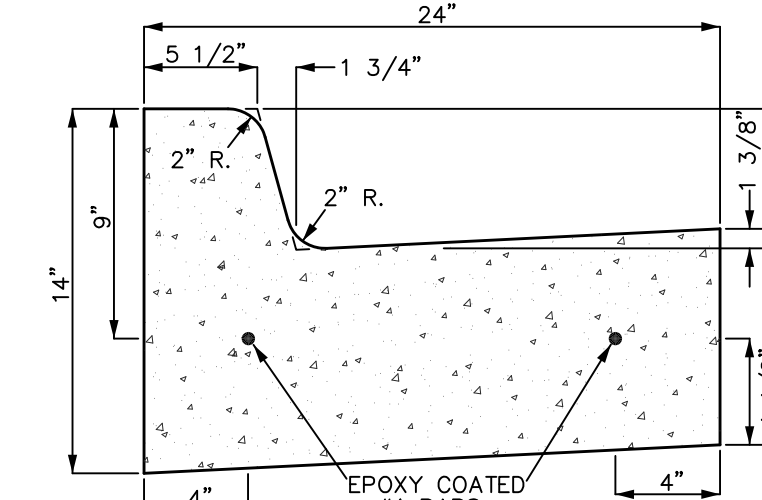
TYPICAL PRIVATE ROAD CROSS SECTION
NOT TO SCALE

CONCRETE CURB NOTES:

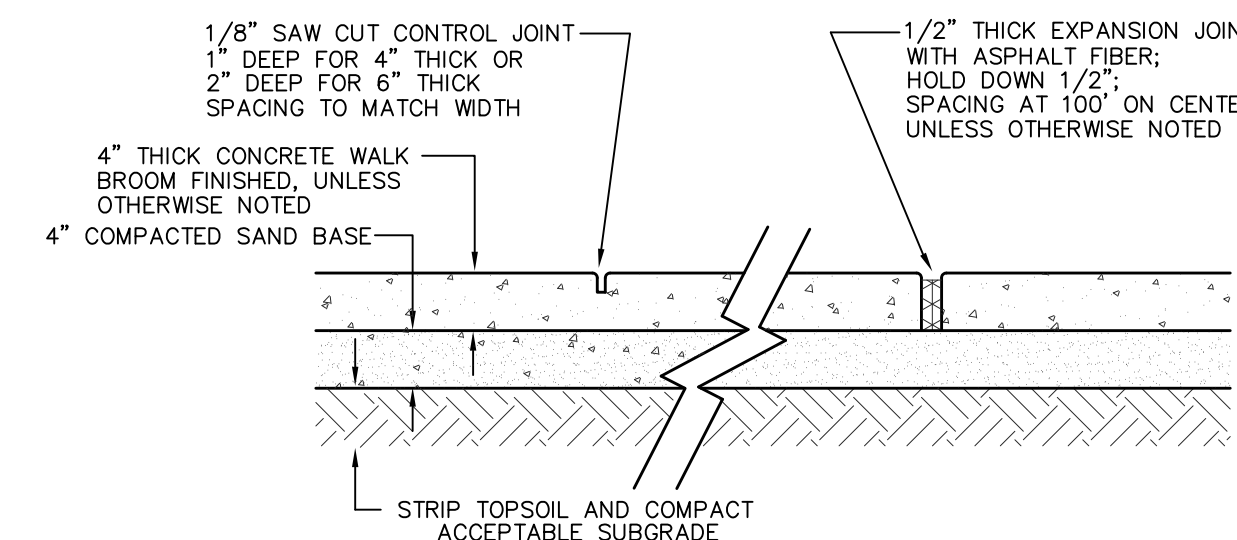
- Refer to the project plans for the proposed locations of the specific curb types.
- The construction specifications of the appropriate Local Municipality are a part of this work. Refer to the General Notes and Curb Cross Section Details on the project plans for additional requirements.
- Extend the base and/or subbase material of the appropriate adjacent pavement cross-section horizontally to 1 foot behind the back of curb. Concrete curb shall be constructed on no less than 6" of combined depth of compacted base/subbase material.
- Concrete material shall meet or exceed the specification requirements of the appropriate Local Municipality. If not specified by the Local Municipality, then the concrete material shall be MDOT P1 (I-A) 6.0 sack concrete pavement mixture with a minimum 28 day design compressive strength of 4,000 PSI and 6.5% (+/-1.5%) entrained air. Contractor shall submit concrete mix design and aggregate mechanical analysis report to the Local Municipality and Engineer for review and approval prior to use.
- Install transverse contraction control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse contraction control joints in curb with 1" minimum depth at 10' on center. Tool joints in fresh concrete or saw cut within 8 hours.
- Install transverse expansion control joints in accordance with the Local Municipality requirements. If not specified by the Local Municipality, then install transverse expansion control joints in curb as follows: 400' maximum on center, at spring points of intersecting streets and within 10' on each side of catch basins. Transverse expansion control joints shall be 1" thick asphalt fiber joint filler matching entire curb cross section.
- Provide 1" asphalt fiber control joint between back of curb and all other concrete structures, such as concrete sidewalks and concrete driveways.
- Curb Contractor shall provide final adjustment of catch basin castings in curb line. Castings shall be tucked pointed to structure water tight with concrete or mortar inside and outside of casting.
- Install curb cuts for all existing and proposed sidewalks and pedestrian ramps in accordance with the American Disabilities Act and the Barrier Free Design requirements of the appropriate Local, County and/or State Agency. Refer to MDOT Standard Plan R-28, latest revision. Install curb cuts for all existing and proposed vehicular ramps and drives as noted on the project plans.



MDOT TYPE F4 CURB REVERSE PITCH
NOT TO SCALE

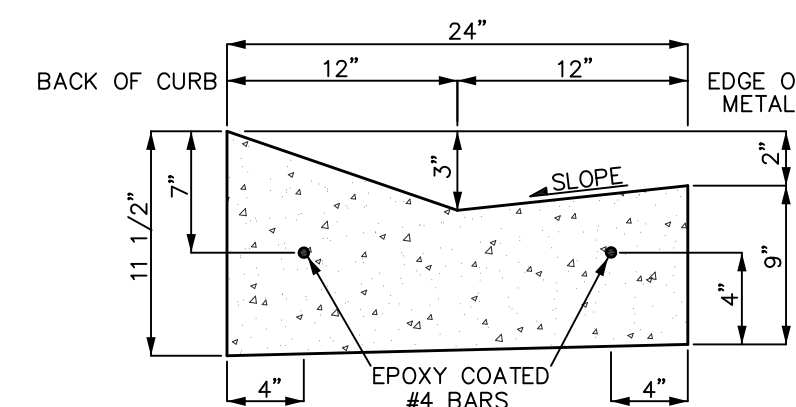


MDOT TYPE F4 CURB
NOT TO SCALE

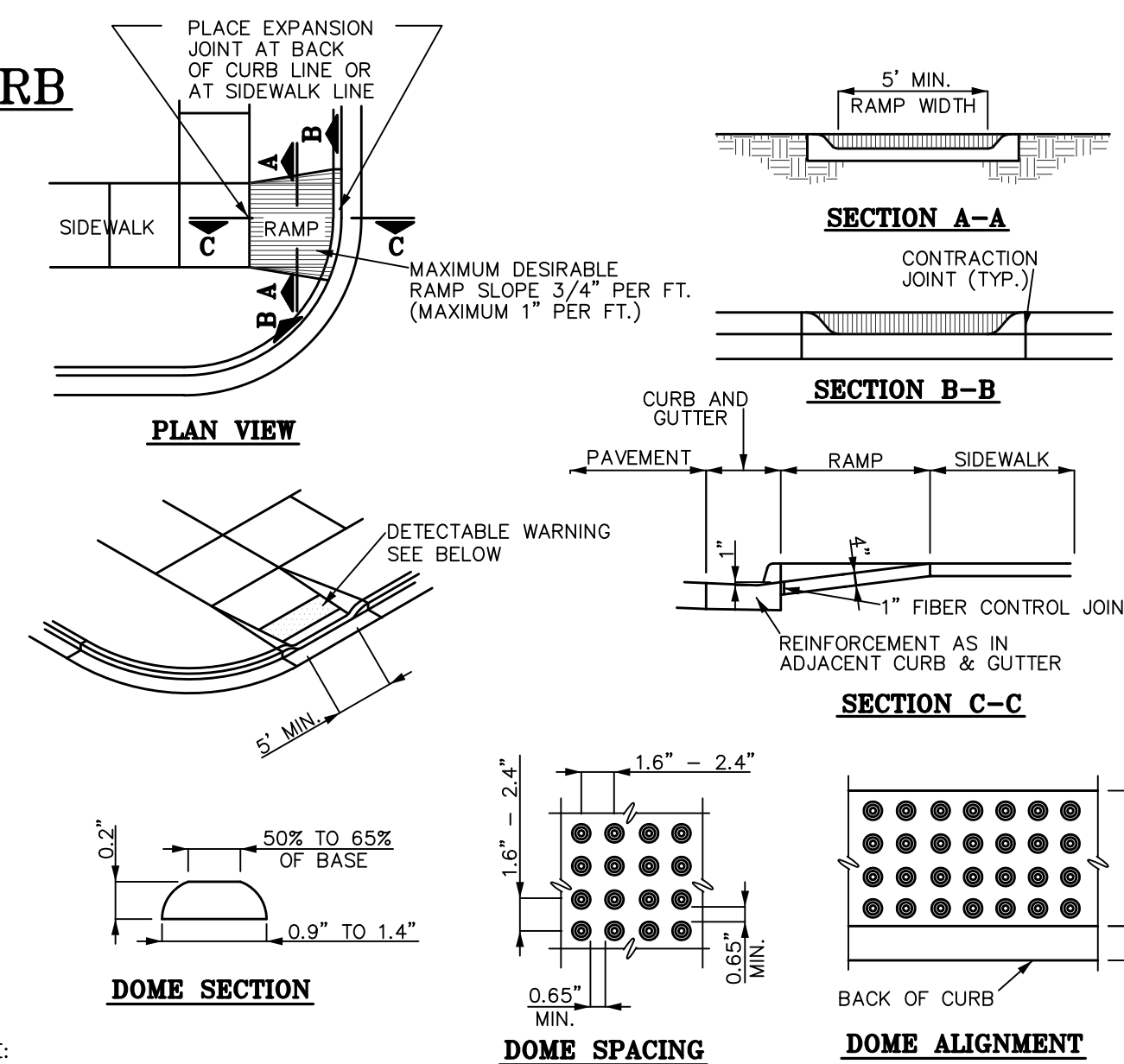


SIDEWALK CROSS SECTION
NOT TO SCALE

- NOTES:
1. SEE PLAN FOR WIDTH OF SIDEWALK.
2. PROVIDE CONCRETE TYPE PER LOCAL CODE. (3500 PSI AIR ENTRAINED)



3" MOUNTABLE CURB
NOT TO SCALE



NOTE:
DOME ALIGNMENT SHALL BE PARALLEL AND PERPENDICULAR TO THE ALIGNMENT OF THE CROSSWALK.

BARRIER FREE RAMP AND DETECTABLE WARNING DETAILS
NOT TO SCALE

GENERAL NOTES:

- Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
- Contractor shall comply with all permit, insurance, licensing and inspection requirements associated with the work. Prior to construction, Contractor and Owner/Developer shall determine who is responsible for obtaining each required permit. Contractor shall verify that the each required permit has been obtained prior to commencement of the stage of work associated with the required permit(s).
- Contractor shall furnish liability insurance and property damage insurance to save harmless the Owner, Developer, Architect, Engineer, Surveyor and Government Agencies for any accident occurring during the construction period. Refer to the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certifications shall be made available to the Owner/Developer.
- Contractor shall conduct and perform work in a safe and competent manner. Contractor shall perform all necessary measures to provide for traffic and pedestrian safety from the start of work and through substantial completion. Contractor shall determine procedures and provide safety equipment such as traffic controls, warning devices, temporary pavement markings and signs as needed. Contractor shall comply with the safety standards of the State Department of Labor, the occupational health standards of the State Department of Health and safety regulations of the appropriate Local, County, State and Federal Agencies. Refer to the safety specifications of the appropriate Regulatory Agencies. The Contractor shall designate a qualified employee with complete job site authority over the work and safety precautions; said designated employee shall be on site at all times during the work.
- Contractor shall coordinate scheduling of all work in the proper sequence, including work by Subcontractors. Additional costs due to improper planning by Contractor or work done out of sequence as determined by standard acceptable construction practices, shall be Contractor's responsibility.
- Contractor shall contact the 811 Underground Public Utility Locating System or other appropriate local underground utility locating Agency, a minimum of three (3) working days prior to construction. Existing utility information on the project plans may be from information disclosed to this firm by the Utility Companies, Local, County or State Agencies, and/or various other sources. No guarantee is given as to the completeness or accuracy thereof. Prior to construction, locations and depths of all existing utilities (in possible conflict with the proposed improvements) shall be verified in the field.
- Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
- The Local Municipality, County and/or State in which the project is located may require an Engineer's Certification of construction of the proposed site improvements. Contractor shall verify the certification requirements with Engineer prior to commencement of work. Contractor shall coordinate construction staking, testing, documentation and observation with the appropriate Agency, Surveyor and/or Engineer as required for Engineer's Certification and Government Agency Acceptance. All materials used and work done shall meet or exceed the requirements of certification and acceptance, the contract documents and the material specifications noted on the project plans. Any materials used or work done that does not meet said requirements, contract documents and/or specifications shall be replaced and/or redone at Contractor's expense. The Owner/Developer may wait for test results, certifications and/or Agency reviews prior to accepting work.
- Engineer may provide subsurface soil evaluation results, if available, to Contractor upon request. Subsurface soil evaluation results, soils maps and/or any other documentation does NOT guarantee existing soil conditions or that sufficient, acceptable on-site granular material is available for use as structural fill, pipe bedding, pipe backfill, road subbase or use as any other granular material specified on the project plans. On-site granular material that meets or exceeds the material specifications noted on the project plans may be used as structural fill, pipe bedding, pipe backfill and/or road subbase material. On-site granular material shall be stockpiled and tested as acceptable to the appropriate Agency and/or Engineer prior to use.
- During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
- Contractor shall install temporary and permanent soil erosion and sedimentation control devices at the appropriate stages of construction in accordance with the appropriate regulatory Agencies. Refer to Soil Erosion and Sedimentation Control Plans and Notes on the project plans.
- Structural fill shall be placed as specified on the project plans and within the 1 on 1 influence zone of all structures, paved areas and other areas subject to vehicular traffic. Structural fill shall be placed using the controlled density method (12" maximum lifts, compacted to 95% maximum unit weight, modified proctor). Fill material shall meet or exceed the specifications noted on the project plans or as directed by Engineer when not specified on the project plans.
- All existing monuments, property corners, ground control and benchmarks shall be protected and preserved; and if disturbed by Contractor, shall be restored at Contractor's expense. Contractor shall notify Surveyor of any conflicts between existing monuments, property corners, ground control and/or benchmarks and the proposed site improvements.
- Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
- When noted on the project plans for demolition and/or removal, Contractor shall remove existing structures, building and debris and recycle and/or dispose of in accordance with Local, County, State and Federal regulations.
- Contractor shall remove excess construction materials and debris from site and perform restoration in accordance with the project plans and specifications. Disposing of excess materials and debris shall be performed in accordance with Local, County, State and Federal regulations.
- Construction access to the site shall be located as acceptable to the Owner/Developer and to the appropriate Local, County and/or State Agency with jurisdiction over the road(s) providing access to the site. Construction access shall be maintained and cleaned in accordance with the appropriate Local, County and/or State Agencies and as directed by Owner/Developer and/or Engineer.
- Contractor shall take necessary precautions to protect all site improvements from heavy equipment and construction procedures. Damage resulting from Contractor actions shall be repaired at Contractor's expense.

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BRIGHTON, MICHIGAN 48114

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DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

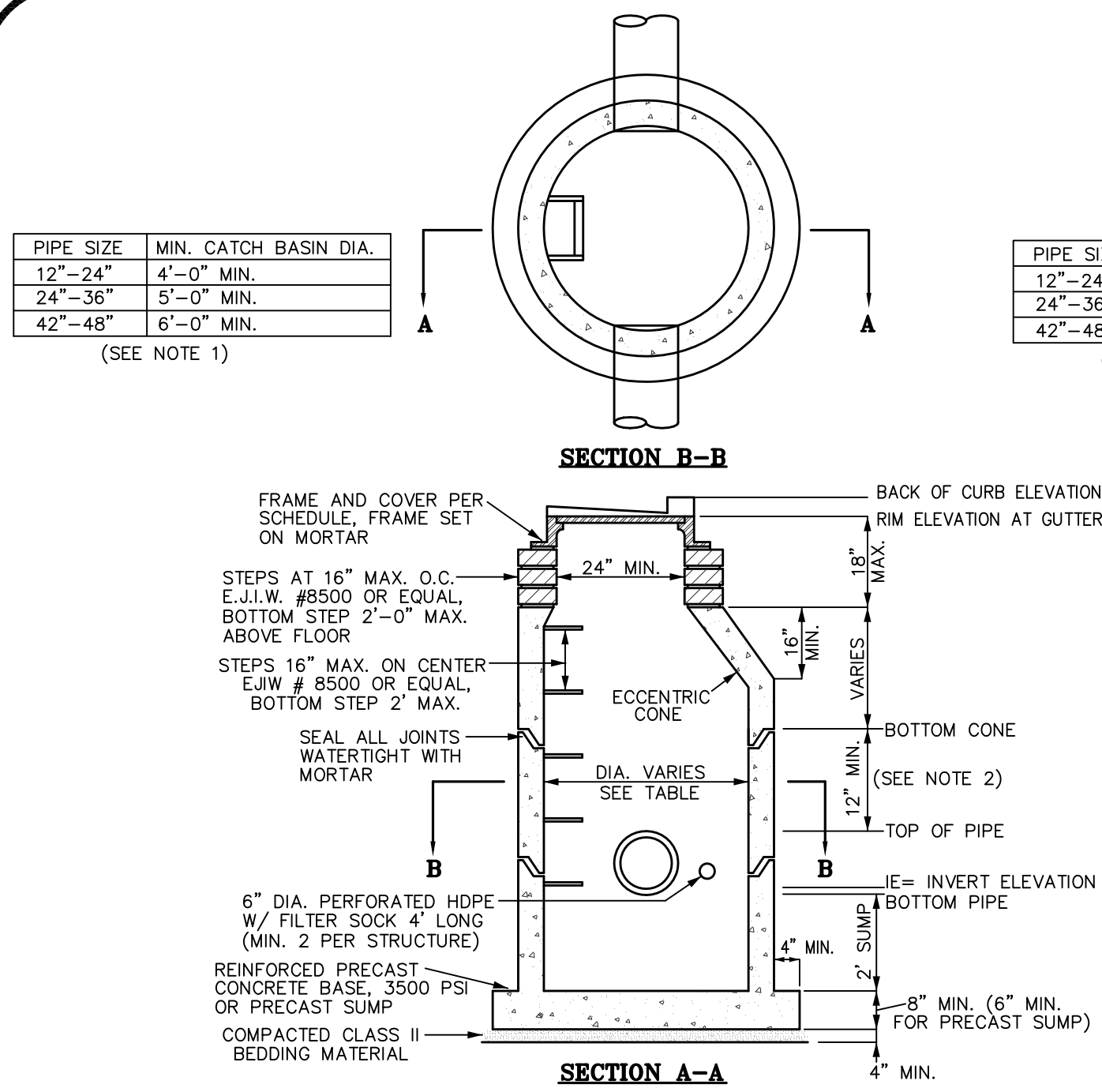
VILLAS OF HARTLAND

ROAD DETAILS

CLIENT:
HACKER ROAD, LLC
20771 RANDALL
FARMINGTON HILLS, MI 48336-5320

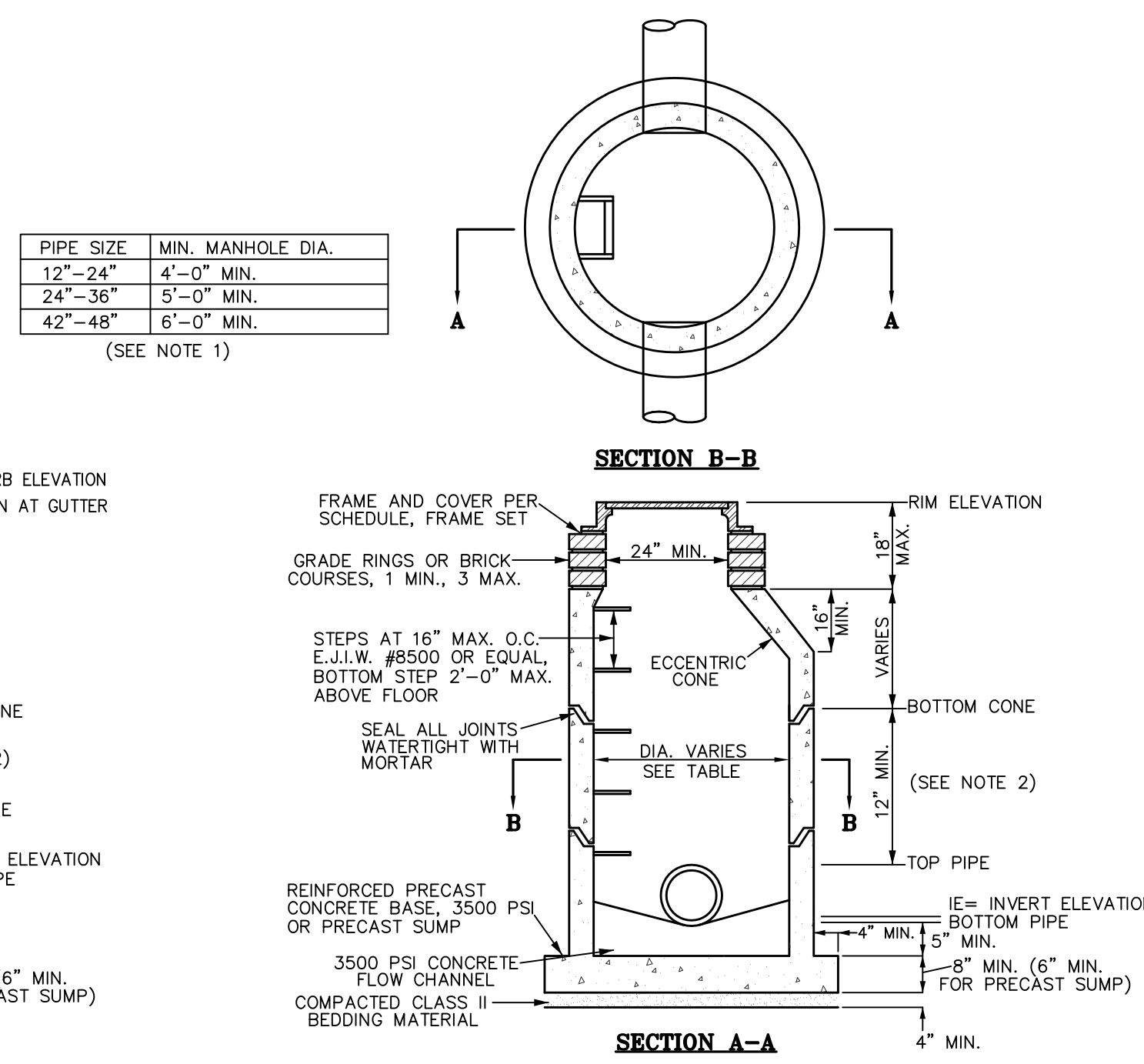
SCALE: AS NOTED
PROJECT No.: 152775
DWG NAME: 2775 DT
ISSUED: FEB. 24, 2022

DT1



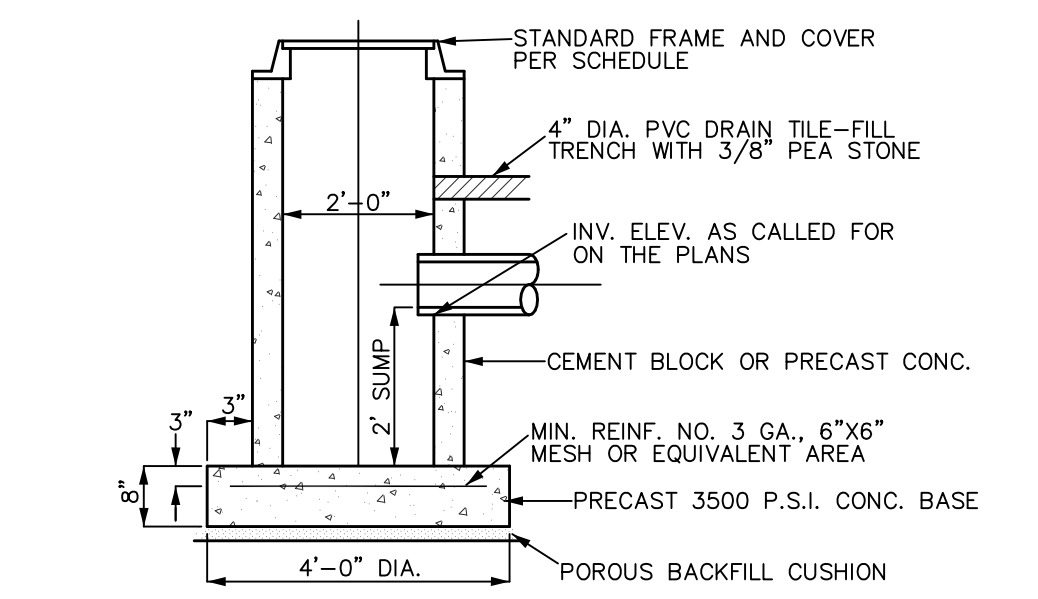
**STORM STRUCTURE "A"
STANDARD CATCH BASIN**
NOT TO SCALE

NOTES:
1. FURNISH LARGER STRUCTURE DIAMETER AS NEEDED TO MAINTAIN 6" MIN CLEAR BETWEEN PIPE OPENINGS.
2. FURNISH LOW PROFILE STRUCTURE ONLY WHEN NECESSARY TO MAINTAIN PROPER CLEARANCE ABOVE PIPES.

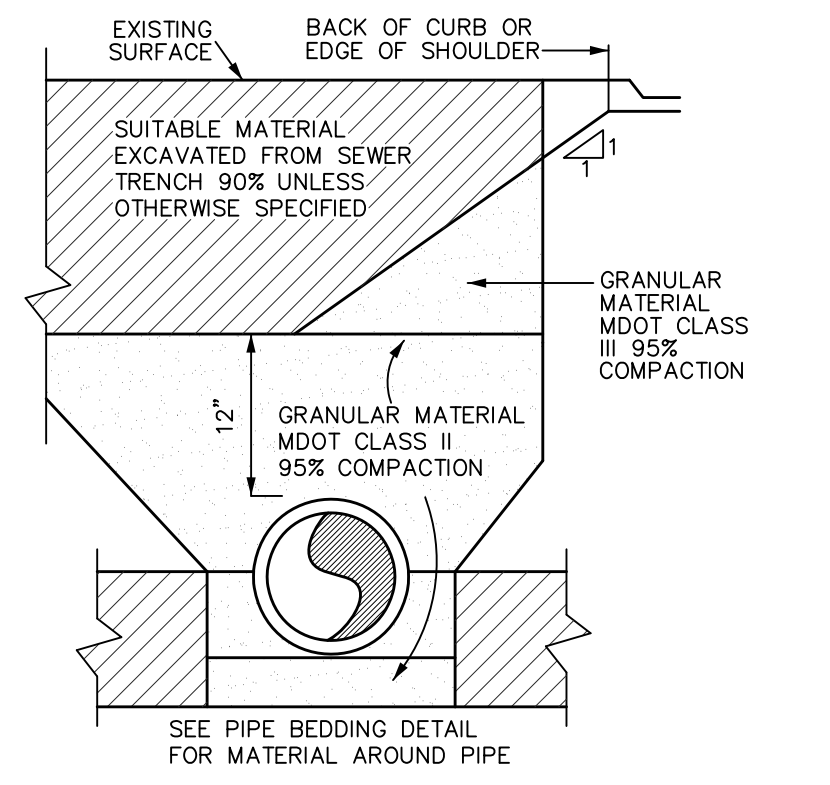


**STORM STRUCTURE "B"
STANDARD MANHOLE**
NOT TO SCALE

NOTES:
1. FURNISH LARGER STRUCTURE DIAMETER AS NEEDED TO MAINTAIN 6" MIN CLEAR BETWEEN PIPE OPENINGS.
2. FURNISH LOW PROFILE STRUCTURE ONLY WHEN NECESSARY TO MAINTAIN PROPER CLEARANCE ABOVE PIPES.

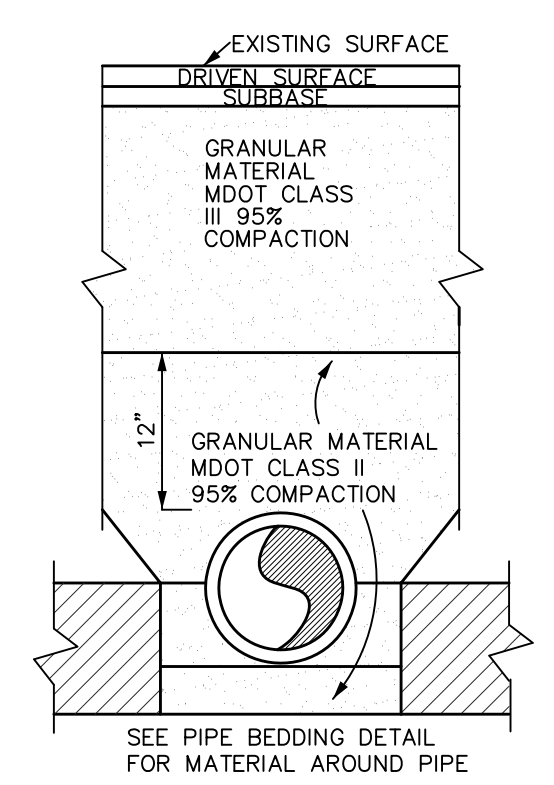


STANDARD 2' DIA. CATCH BASIN
NOT TO SCALE

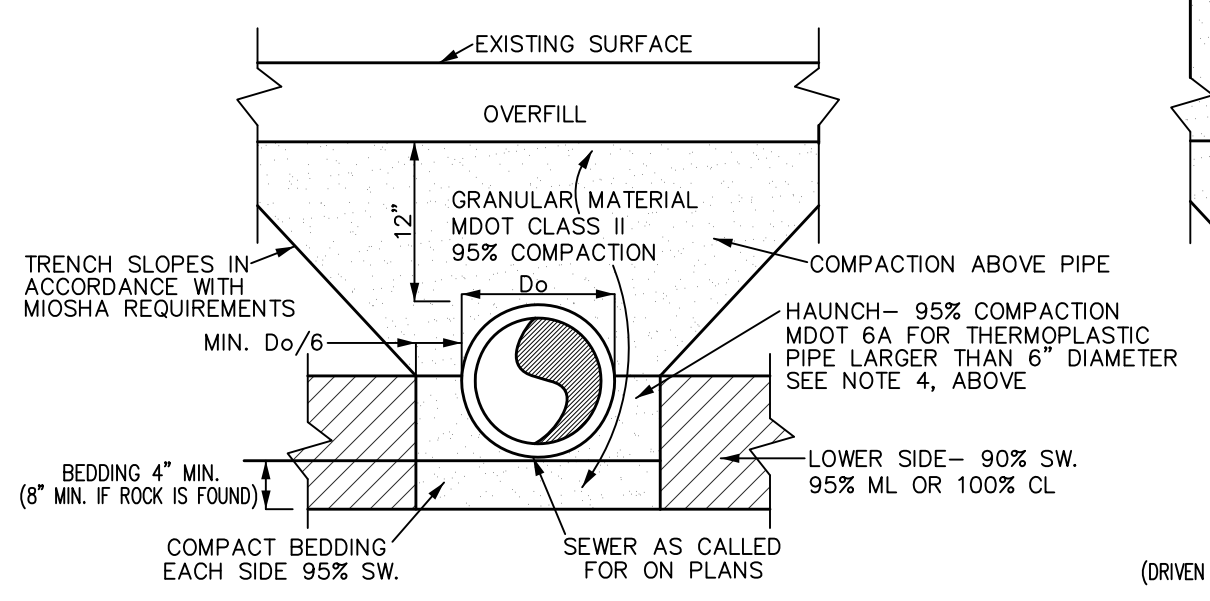


TRENCH A - PIPE UNDER OR WITHIN INFLUENCE OF DRIVEN SURFACE
NOT TO SCALE

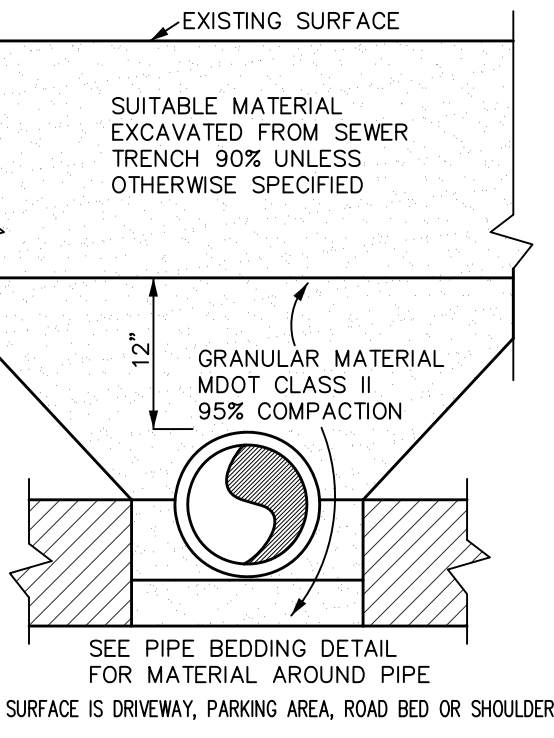
NOTES:
1. COMPACTION PRESENTED AS STANDARD PROCTOR VALUES.
2. SOIL TYPES AASHTO DESIG. A1, A3 GRAVEL SANDY (SW) A2, A4 SANDY SILTY (ML) A5, A6, A7 SILTY CLAY (CL)
3. SOIL IN HAUNCH AND LOWER SIDE ZONES OUTSIDE OF Do/6 FROM SPRING LINE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.
4. MATERIALS AROUND THERMO. PLASTIC PIPE WITH DIAMETER 6 INCHES SHALL PASS 0.5 INCH SIEVE. MATERIALS AROUND OTHER PIPES SHALL PASS 1.5 INCH SIEVE.



TRENCH B - PIPE NOT UNDER DRIVEN SURFACES
NOT TO SCALE

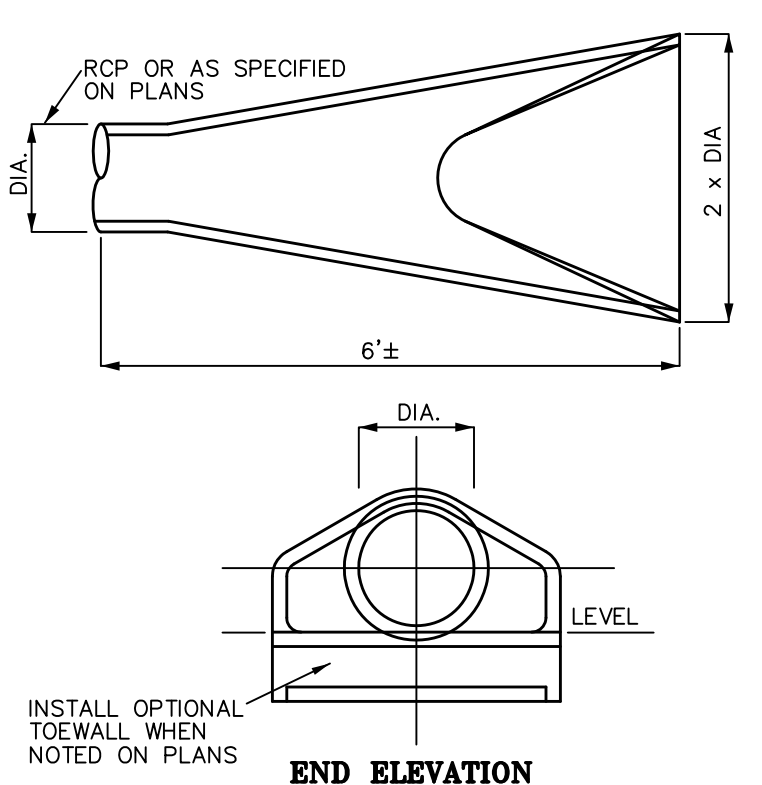


PIPE BEDDING DETAIL
NOT TO SCALE



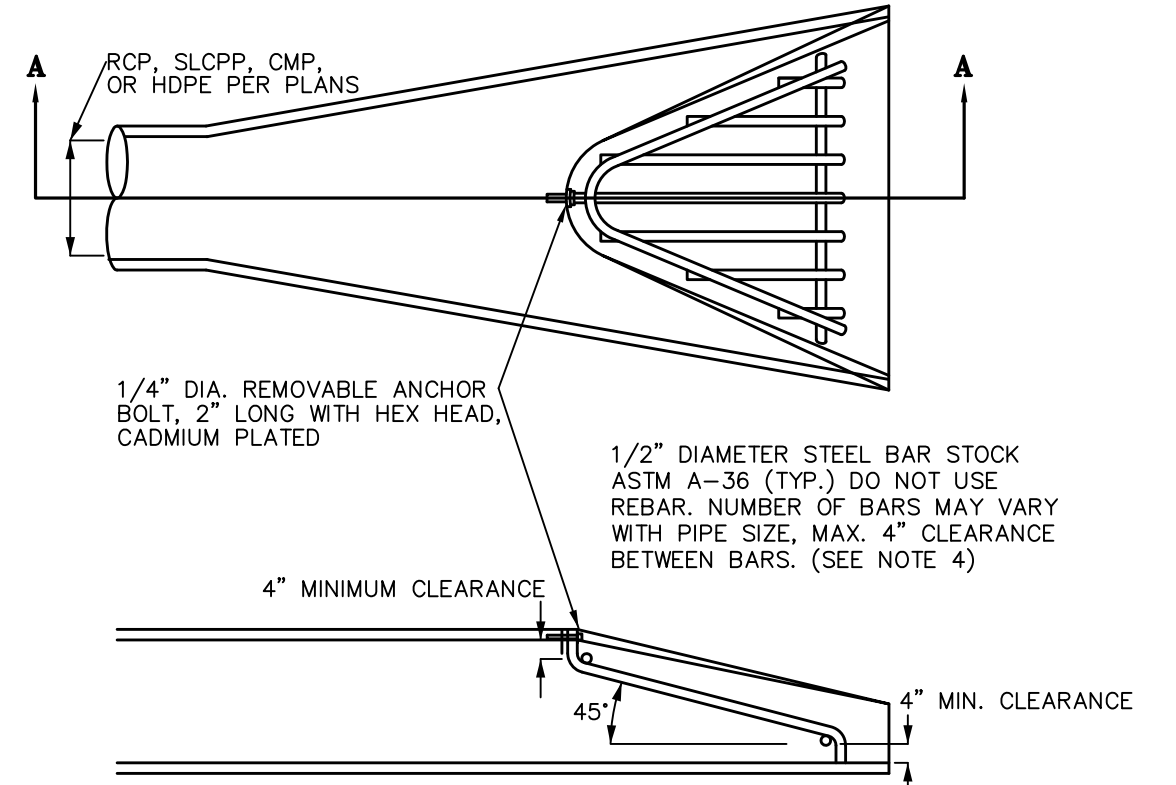
TRENCH B - PIPE NOT UNDER DRIVEN SURFACES
NOT TO SCALE

TRENCH DETAILS
NOT TO SCALE



FLARED END SECTION
NOT TO SCALE

NOTES:
1. RCP FLARED END SECTION SHOWN, PROVIDE SIMILAR FLARED END SECTION FOR CMP, SLCP OR HDPE PIPE.
2. PROVIDE RIP-RAP PER RIP-RAP DETAILS FOR ALL OUTLET FLARED END SECTIONS.
3. INSTALL FLARED END SECTION WITH INVERT ELEVATION LEVEL AS VIEWED FROM END.



ANIMAL GUARD
NOT TO SCALE

NOTES:
1. ANIMAL GUARD REQUIRED ON ALL FLARED END SECTIONS OF 15" DIAMETER PIPE OR GREATER.
2. CONTRACTOR MAY SUBSTITUTE ALTERNATE GRATING LAYOUT AS APPROVED BY OWNER/ENGINEER/AGENCY PRIOR TO INSTALLATION.
3. DETAIL SHOWN FOR RCP FLARED END SECTION. PROVIDE SIMILAR ANIMAL GUARD FOR FLARED END SECTIONS ON CMP, HDPE, AND SLCP.
4. WELD ALL CONNECTIONS FULL STRENGTH PER AMERICAN WELDING SOCIETY STANDARDS.

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN
CHECK: WMP			

REVISION #	DATE	REVISION-DESCRIPTION

VILLAS OF
HARTLAND

STORM SEWER DETAILS

CLIENT: HACKER ROAD, LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320	SCALE: AS NOTED PROJECT No.: 152775 DWG NAME: 2775 DT ISSUED: FEB. 24, 2022
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DT2

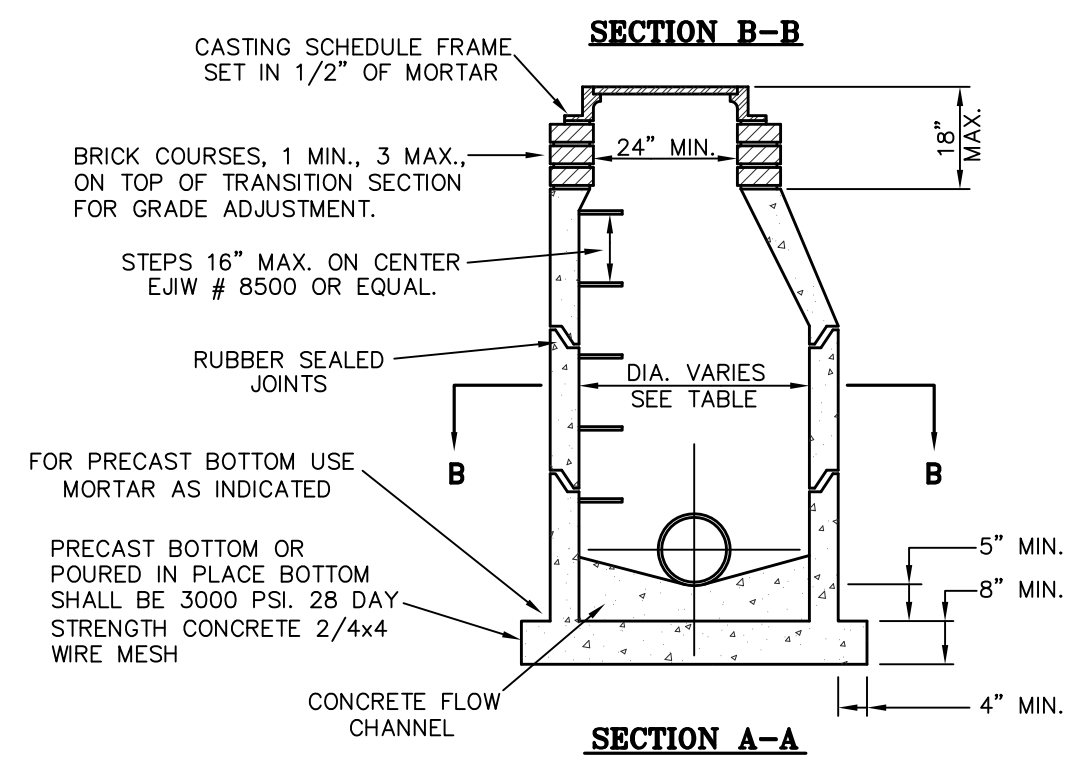


STORM SEWER NOTES:

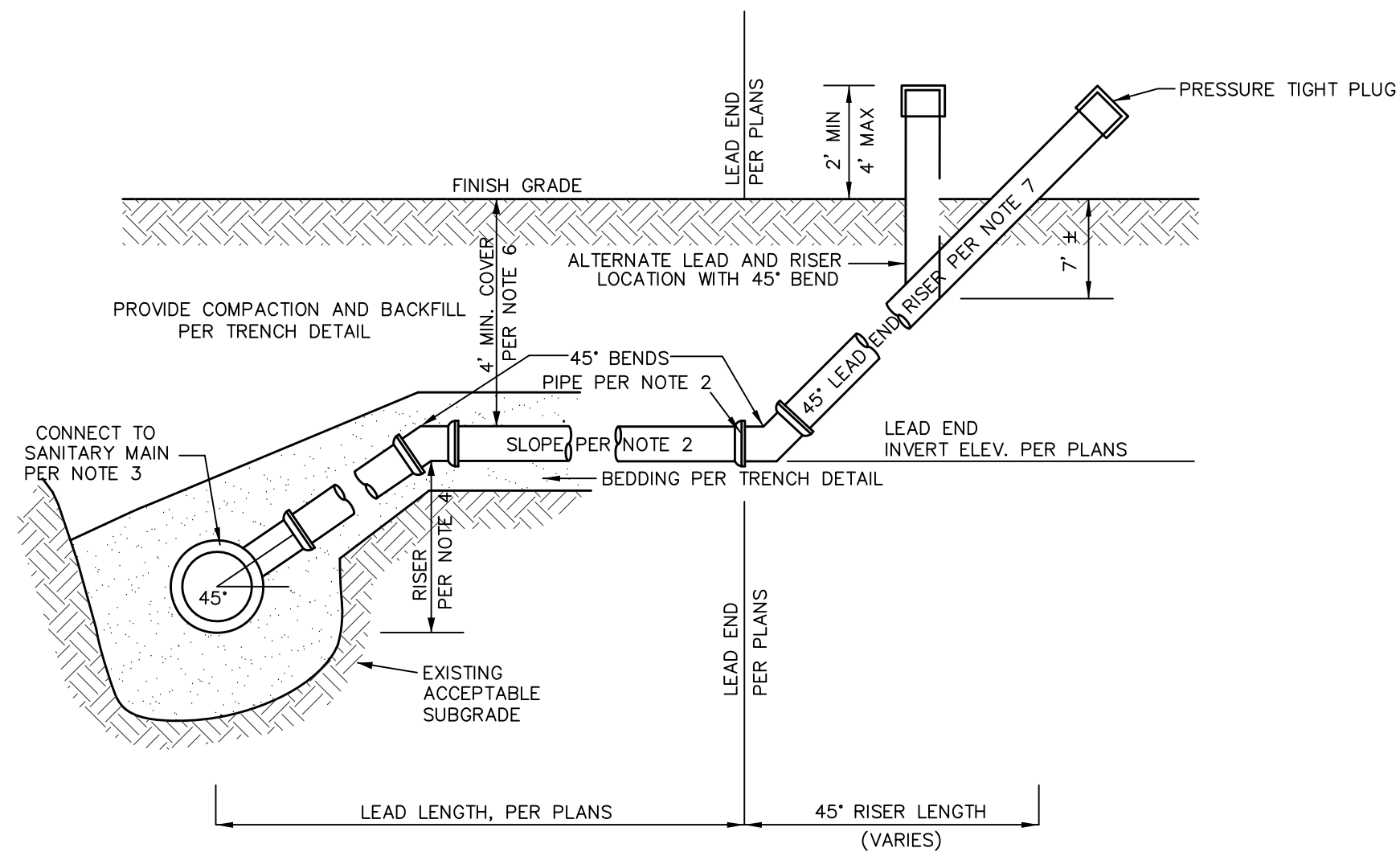
- The storm sewer and stormwater management specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional requirements.
- Storm sewer work shall include clearing of vegetation and tree stumps, stripping and stockpiling of topsoil for reuse, excavation of pipe trench, placement of pipe bedding, placement of pipe and structures including castings, connection to existing structures, tuck pointing of structures, backfill of pipe trench, compaction of backfill, finish grading to provide positive drainage to structures, adjustment of castings to match finish grade, topsoil placement, seed & mulch, site cleanup and restoration, and other work as shown on the project plans and specifications.
- Existing and proposed grades shown in profile view, when provided on the project plans, may be in relation to the centerline of road or item other than the centerline of pipe. The pipe lengths and grades shown in profile view on the project plans may not be to scale.
- RCP when shown on the project plans shall be reinforced concrete pipe and shall conform to the specifications for reinforced concrete pipe per ASTM C76. RCP pipe joints shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Non-gasketed joints shall only be utilized when authorized by the Owner, Engineer AND Municipality. Non-gasketed joints of pipe having a diameter of 30 inches or greater shall be tuck-pointed on the inside with cement mortar after the backfill process is complete. Install reinforced concrete end sections incidental to work. Saw cut pipes to length as needed. When pipe class is not shown on the project plans, provide the following:
Pipe cover to proposed grade: 0 to 4 feet Class V
4.1 to 10 feet Class III*
10.1 to 18 feet Class IV
18.1 feet and greater Class V
* Use Class IV under paved surfaces
- CMP when shown on the project plans shall be corrugated metal pipe and shall conform to the specifications for corrugated metal pipe per AASHTO Designation M36. CMP shall be 16-gauge steel minimum for 24 inch diameter or smaller and 14-gauge steel minimum for 30 inch diameter or greater. Install galvanized steel end sections and connection bands, incidental to work. Connection bands for CMP pipe joints located under paved surfaces shall be gasketed couplers. Saw cut pipes to length as needed.
- HDPE - Type S when shown on the project plans shall be high density polyethylene pipe with a smooth interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 Type S for pipes of 3" to 10" diameter and per AASHTO Designation M294 Type S for pipes of 12" to 60" diameter. HDPE - Type S pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type S pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- HDPE - Type C when shown on the project plans shall be high density polyethylene pipe with a corrugated interior and shall conform to the specifications for high density polyethylene pipe per AASHTO Designation M252 for pipes of 3" to 10" diameter and per AASHTO Designation M294 for pipes of 12" to 60" diameter. HDPE - Type C pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of HDPE - Type C pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- CPVC when shown on the project plans shall be corrugated polyvinyl chloride pipe and shall conform to the specifications for corrugated polyvinyl chloride pipe per ASTM F794 and F949. CPVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477. Tamp backfill at spring line of CPVC pipe. Install high density polyethylene end sections incidental to work. Saw cut pipes to length as needed.
- PVC when shown on the project plans shall be polyvinyl chloride pipe and shall conform to the specifications for polyvinyl chloride pipe per ASTM D2751, maximum SDR of 26. PVC pipe joints shall be bell-and-spigot type conforming to ASTM D3212 with rubber gaskets conforming to ASTM F477 or solvent welded joint conforming to ASTM D2564. Tamp backfill at spring line of PVC pipe. Saw cut pipes to length as needed.
- Concrete storm structures shall be pre-cast and shall conform to the specification of pre-cast concrete structures per ASTM C478. Joints of concrete storm structure sections shall be bell-and-spigot with rubber gaskets conforming to ASTM C433. Brick, concrete block or cast in place storm structures may be substituted for pre-cast storm structures ONLY when authorized by the Owner, Engineer AND Municipality; refer to MDOT standard plan R-1, latest revision. Pipe openings in pre-cast structures shall be factory installed. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar. Refer to MDOT standard plan R-2, latest revision, for alternate on-line storm structure details when pipe exceeds 42 inch diameter.
- Tap existing structures as acceptable to the Engineer and Municipality, incidental to work. All temporary openings in storm structures shall be tuck-pointed watertight with cement mortar.
- Backfill all storm sewer in accordance with the Pipe Trench details provided on the project plans. Provide pipe bedding that meets or exceeds both the specifications of the Pipe Trench details on the project plans and the recommendation of the pipe manufacturer, incidental to work.
- When edge drains and/or under drains are shown on the project plans, connection to storm structures is incidental to work. During storm sewer construction, install first 10 linear feet of edge drain and/or under drain from the storm structures in each specified direction and install temporary cap at end. Complete installation of edge drain following preparation of the subgrade when under paved surface or following finish grade when not under paved surface.
- Install removable plugs in storm sewer stubs as acceptable to Engineer and Municipality, incidental to work. Mark the end of all storm sewer stubs with a 2" x 4" wooden stake extending a minimum of 12" above finish grade, incidental to work.
- Storm structure castings shall be coated with water based asphaltic paint by the manufacturer. Seams and temporary openings between storm structures and castings shall be tuck-pointed water tight with cement mortar. Coordinate correct curb box / hood / "T" back as needed to match curb profile. See casting schedule on project plans for additional requirements.
- Provide 3.5' minimum cover from the top of pipe of all roof drain pipes to the proposed finish grade when site conditions allow. When pipe cover is less than 3.5', install 2" thick by 24" wide Styrofoam insulation centered over the top of pipe at 12" above top of pipe or as required by the Local Municipality.

PRE-CAST CONCRETE MANHOLE
 1. SECTIONS SHALL MEET ASTM C478.
 2. ALL JOINTS MADE WATERTIGHT WITH RUBBER GASKET JOINTS.
 3. CONE TO BE ECCENTRIC TYPE.

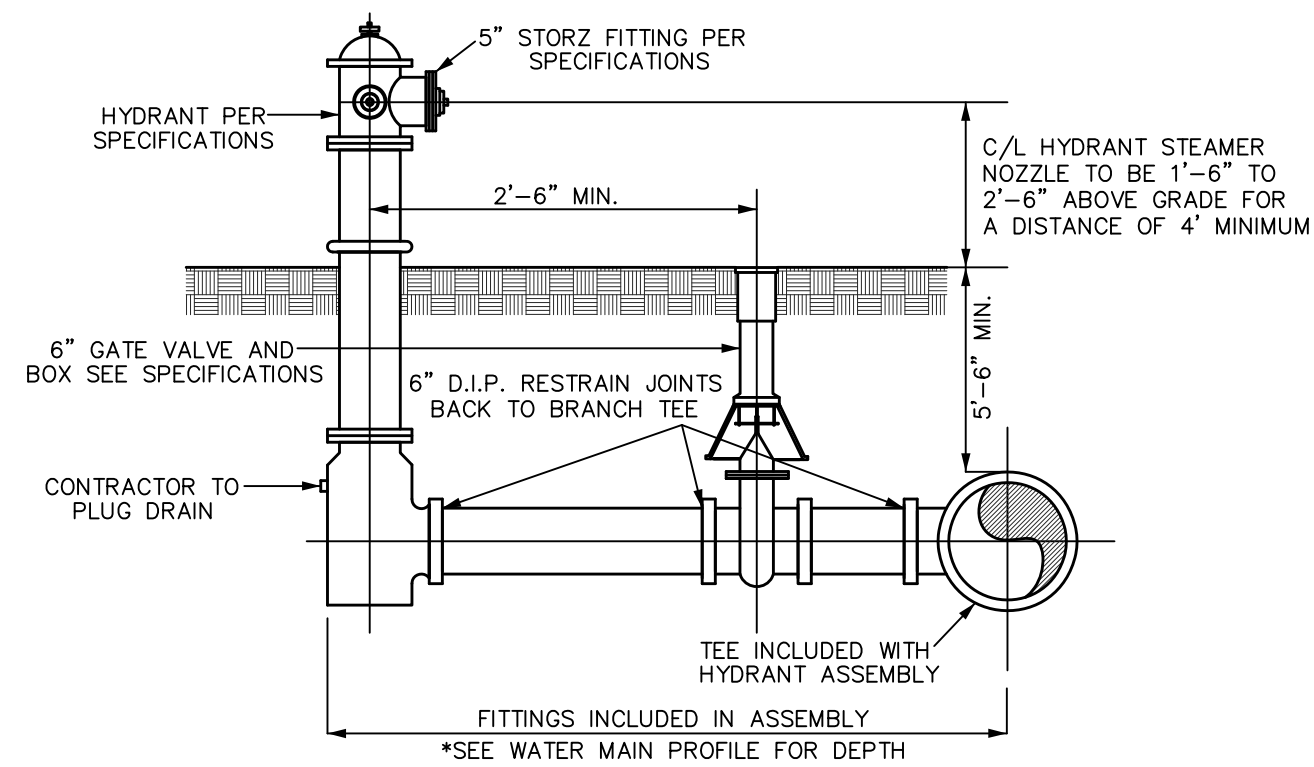
PIPE SIZE	MANHOLE DIA.
12"-24"	4'-0" MIN.
30"-36"	5'-0" MIN.
42"-48"	6'-0" MIN.



SEWER MANHOLE
NOT TO SCALE



SANITARY LEAD FOR SEWER SERVICE
NOT TO SCALE



FIRE HYDRANT ASSEMBLY
NOT TO SCALE

PIPE RESTRAINT SCHEDULE

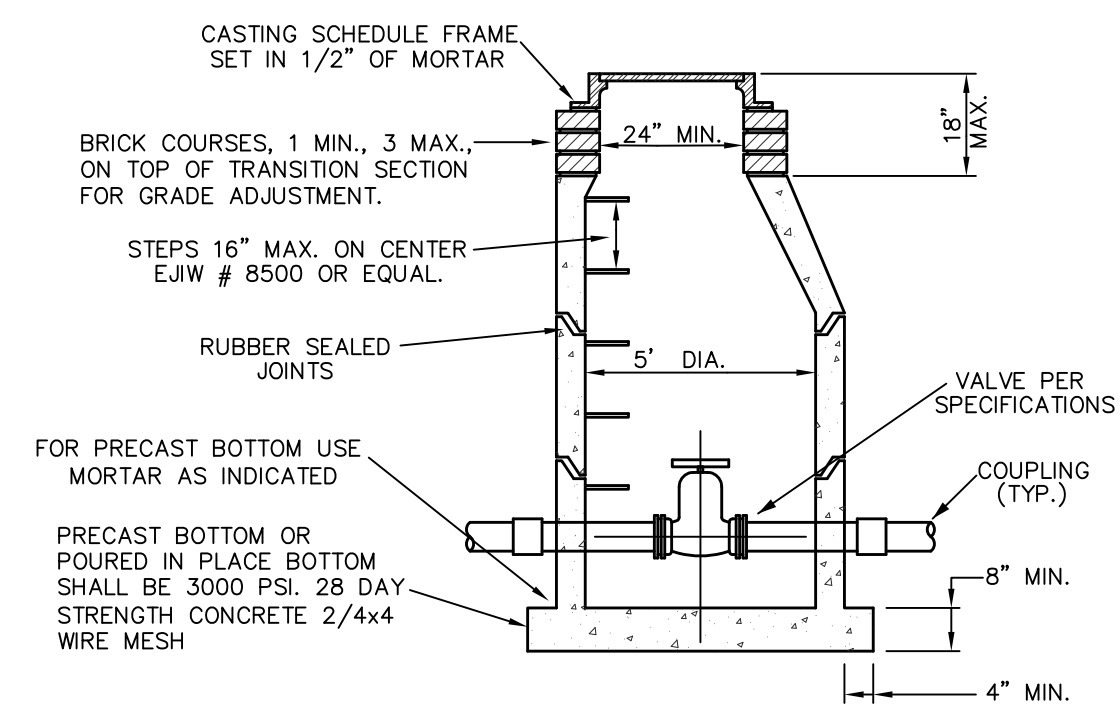
GROUND BURIED PRESSURE PIPE- DUCTILE IRON AND PVC PIPE

PIPE DIAMETER	TEES, 90° BENDS	45° BENDS	22-1/2° BENDS	11-1/4° BENDS	DEAD ENDS	REDUCERS (ONE SIZE REDUCTION)*	REDUCERS (TWO SIZE REDUCTION)*
4	11	5	2	1	28	--	--
6	16	7	3	2	41	21	--
8	21	9	4	2	52	21	49
12	30	12	6	3	75	40	81
16	38	16	8	4	97	41	96
20	46	19	9	5	118	42	94
24	54	22	11	5	139	42	92
30	65	27	13	6	169	59	117
36	75	31	15	7	197	59	132

LENGTHS 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 180 PSI (OPERATING PRESSURE PLUS WATER HAMMER. FOR OTHER TEST PRESSURES, ALL VALUES TO BE INCREASED OR DECREASED PROPORTIONALLY.
 THE VALUES PROVIDED OF RESTRAINT LENGTH ARE IN EACH DIRECTION FROM THE POINT OF DEFLECTION OR TERMINATION EXCEPT FOR TEES, AT WHICH ONLY THE BRANCH IN THE DIRECTION OF THE STEM.
 IF TIE RODS ARE USED, USE FOUR RODS MINIMUM AND ADD 1/8-INCH TO BAR DIAMETER AS CORROSION ALLOWANCE.

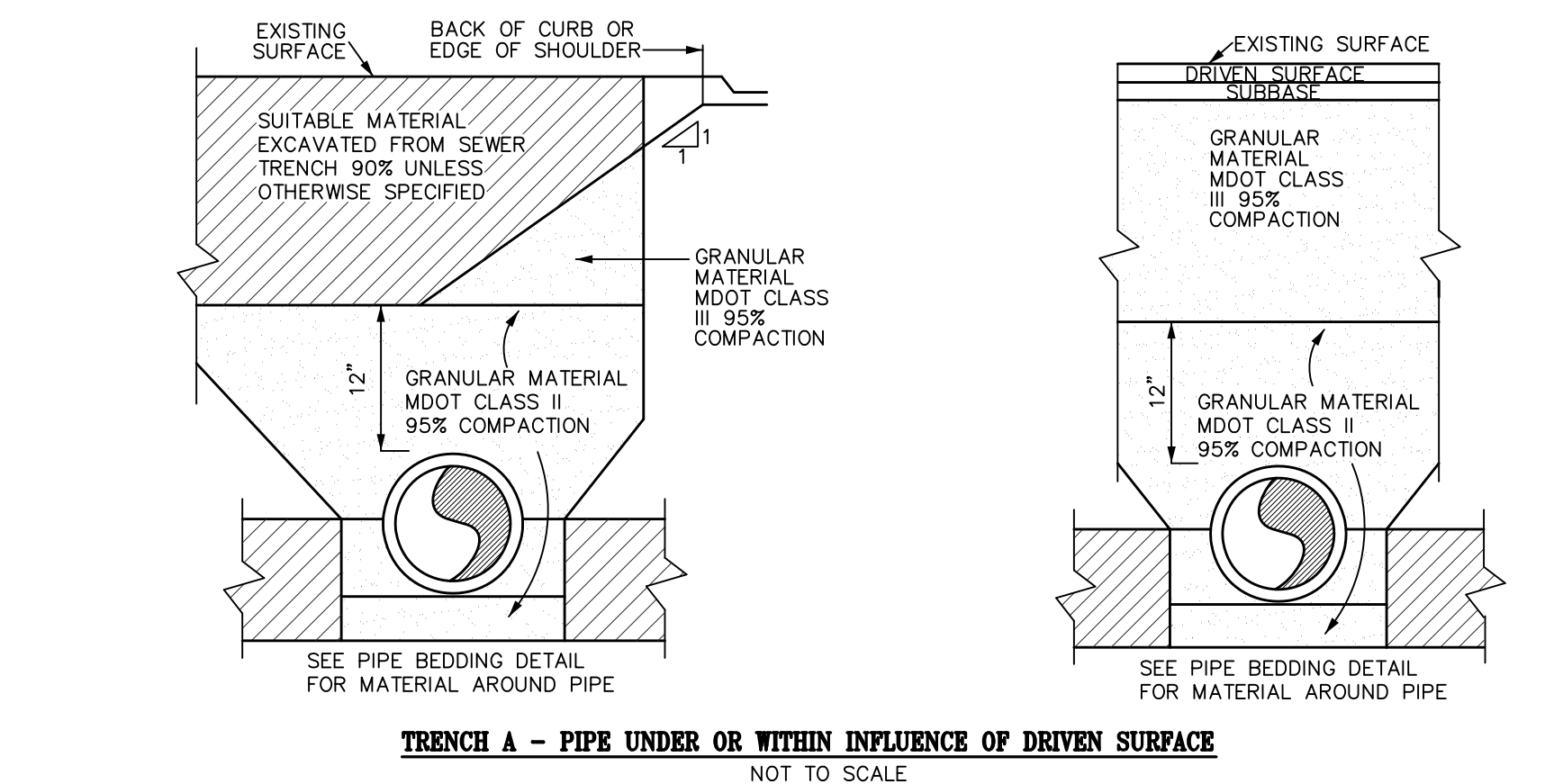
* SIZE REDUCTION IS BASED UPON THE PIPE DIAMETER SHOWN IN THIS TABLE.
 BASED UPON:
 INTERNAL PRESSURE: 180
 PIPE DEPTH: 5
 BEDDING CLASS: TYPE 4
 SOIL TYPE: GOOD SAND
 SAFETY FACTOR: 2

SERVICE PIPE	CORP. STOP	CURB STOP	SERVICE BOX
1"	1"	1"	2 1/2"
1 1/2"	1 1/4" X 1 1/2"	1 1/2"	3"
2"	1 1/2" X 2"	2"	3"
1 1/4"	1 1/4"	1 1/4"	3"



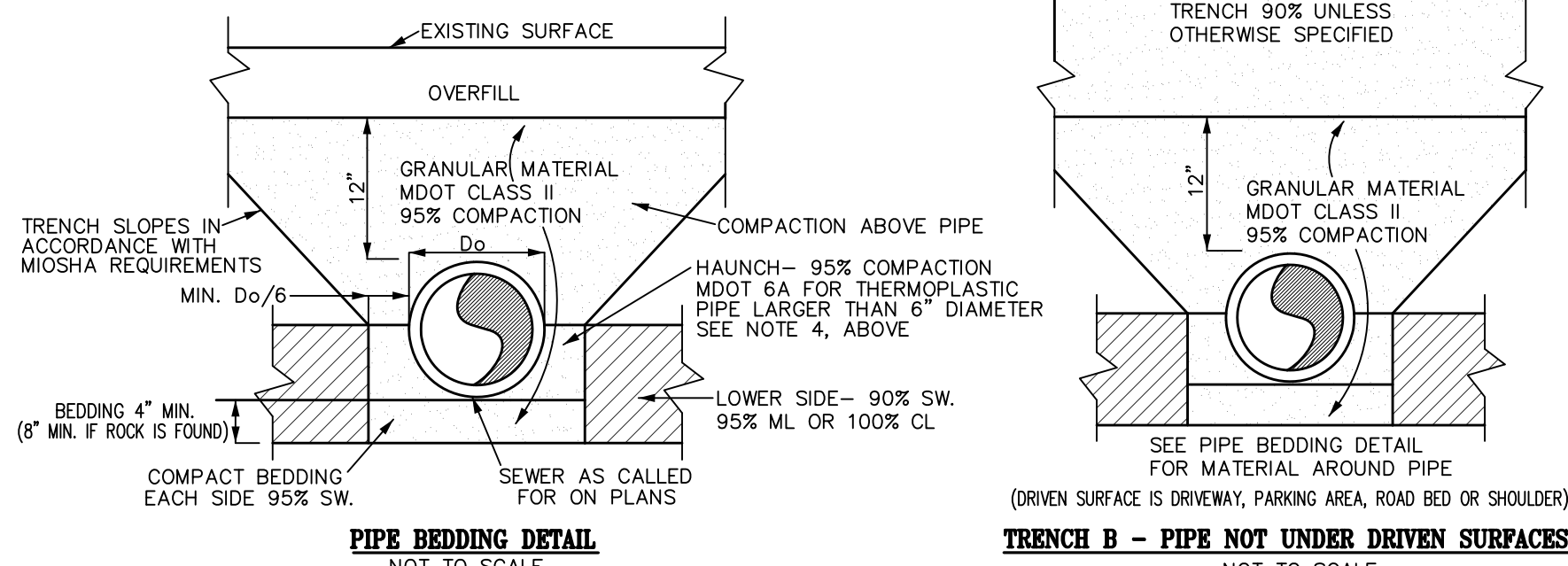
VALVE WELL DETAIL
NOT TO SCALE

NOTE:
 1. FOR PLASTIC PIPE, WRAP TRACER WIRE AROUND TOP OF VALVE BOX.
 2. INSTALL COUPLINGS/FITTINGS AS NEEDED.
 3. PROVIDE MECHANICAL JOINT RESTRAINTS FOR ALL GATE VALVES.

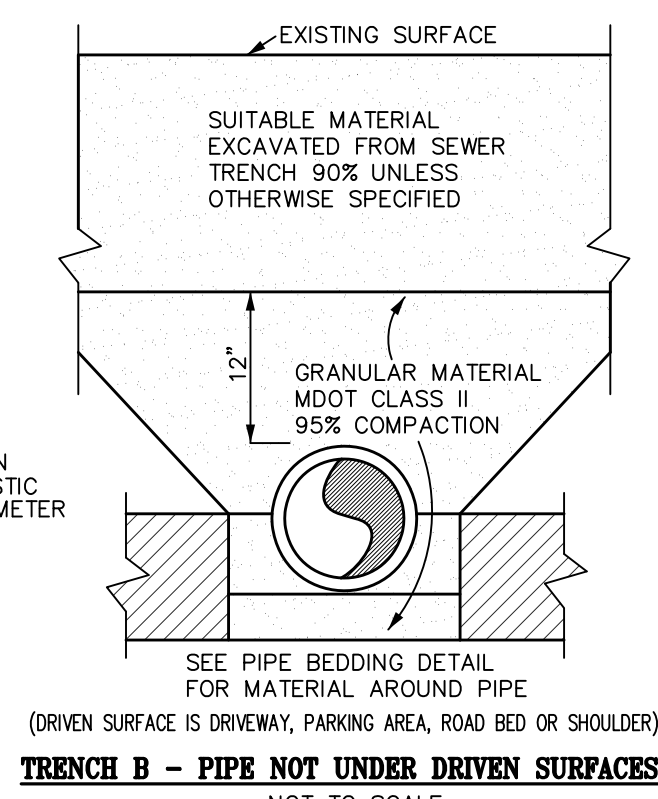


TRENCH DETAILS
NOT TO SCALE

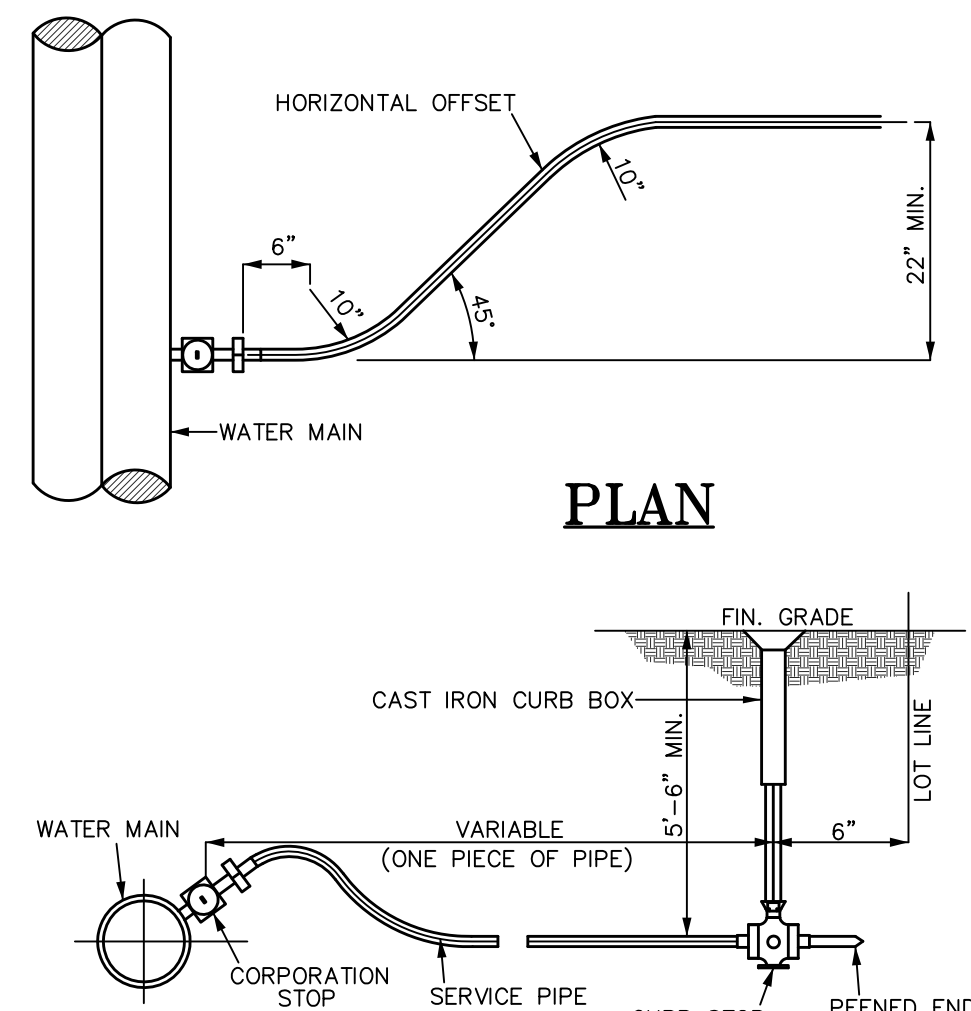
NOTES:
 1. COMPACTION PRESENTED AS STANDARD PROCTOR VALUES.
 2. SOIL TYPES AASHTO DESIG. GRAVEL SANDY (SW) A1, A3 SANDY SILTY (ML) A2, A4 SILTY CLAY (CL) A5, A6, A7
 3. SOIL IN HAUNCH AND LOWER SIDE ZONES OUTSIDE OF D_o/6 FROM SPRING LINE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE SOIL IN THE OVERFILL ZONE.
 4. MATERIALS AROUND THERMO. PLASTIC PIPE WITH DIAMETER 6 INCHES SHALL PASS 0.5 INCH SIEVE. MATERIALS AROUND OTHER PIPES SHALL PASS 1.5 INCH SIEVE.



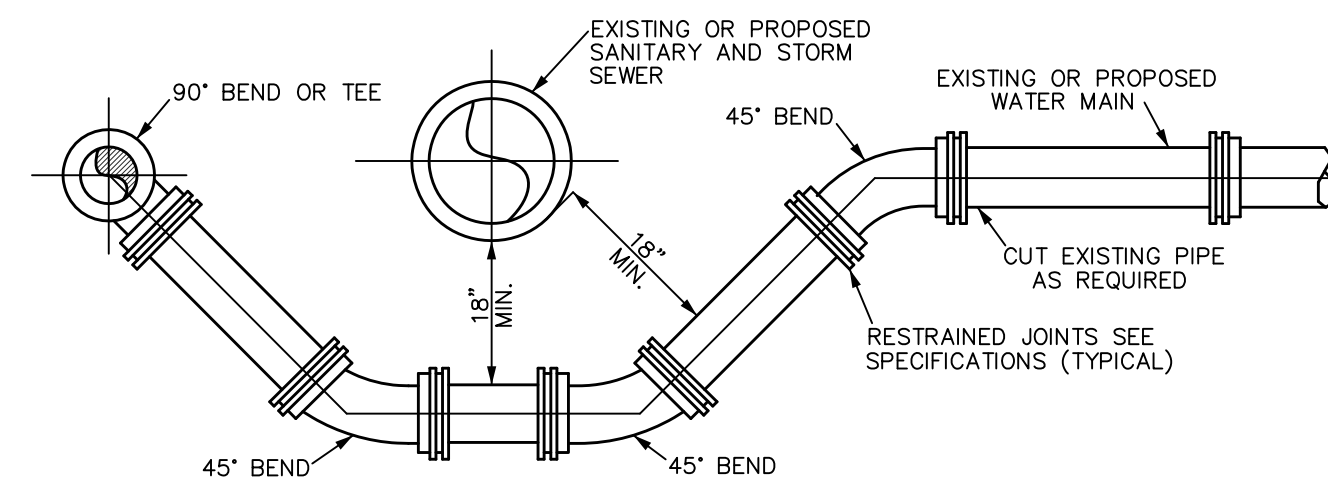
PIPE BEDDING DETAIL
NOT TO SCALE



TRENCH B - PIPE NOT UNDER DRIVEN SURFACES
NOT TO SCALE



SECTION WATER SERVICE CONNECTION
NOT TO SCALE



WATER MAIN RELOCATION AT SEWER CROSSING
NOT TO SCALE

GRAVITY SANITARY SEWER LEAD NOTES:

- The Local Plumbing Code and sanitary sewer specifications of the Local Municipality are a part of this work. Refer to the General Notes and Gravity Sanitary Sewer Notes on the project plans for additional information and requirements.
- Sanitary Sewer Leads shall be PVC pipe conforming to ASTM D3034, maximum SDR of 26. Pipe joints shall be push on bell-and-spigot type joints conforming to ASTM D3212 with factory installed flexible elastomeric gaskets conforming to ASTM F477. Solvent cemented joints shall only be used when noted on the project plans for specific applications and shall conform to ASTM D2855. Provide pipe diameter and slope per project plans. When proposed lead information is not shown on the project plans; provide 4" minimum diameter at 2.0% minimum slope for single family residential and 6" minimum diameter at 1.0% minimum slope for multiple family residential and all non-residential uses.
- Connect sanitary sewer leads to the sanitary main in the locations shown on the project plans. For new sanitary sewer main, install a wye fitting rotated upward at 45 degrees to the sanitary main as shown in the sanitary lead detail. Install wye fittings so that the wye branches out away from the sanitary main opposite of the direction of flow. For existing sanitary sewer main, tap main and install a saddle with stainless steel clamps and hardware in accordance with the Local Code. For connection to a new sanitary sewer structure, provide water tight factory installed rubber boot connector within the structure. For connection to an existing sanitary sewer structure, core drill the manhole wall and install a resilient boot. Connections to sanitary structures shall be at the invert elevation noted on the project plans. When proposed invert is not noted on the project plans, install sanitary lead invert 0.10' minimum, 2.0' maximum above the downstream sewer main invert.
- Install a 45 degree riser at the connection to the sanitary sewer main per the project plans or as the site conditions allow. The invert elevation at the 45 degree bend located at the end of the riser shall be 6" minimum above the sanitary sewer main invert.
- Contractor shall field locate all existing utilities prior to work. Contractor shall provide all bends and fittings as needed, incidental to work, to install the sanitary sewer leads and to provide the required clearance between the sanitary sewer leads and all existing and proposed utilities while maintaining the required minimum pipe slope and proposed lead end invert elevation. Contractor shall notify the Engineer immediately of any utility crossing conflicts.
- Provide 4.0' minimum cover from the top of the sanitary sewer lead pipe to the proposed finished grade when site conditions allow. When pipe cover is less than 4.0', install 2" thick by 24" wide Styrofoam insulation centered over pipe at 12" above top of pipe or as required by Local Code. Backfill all sanitary sewer leads in accordance with the trench details on the project plans.
- For vacant property or when connection of the sanitary sewer lead to a building is not to be performed as a part of this project, install a 45 degree lead end riser starting at the proposed lead end and extending above proposed finish grade, 2.0' minimum, 4.0' maximum. Install a pressure tight plug and restrained joints as needed to allow for pressure testing of sanitary sewer. When connection of the sanitary lead to a building is to be performed as part of this project or when installation of a 45 degree lead end riser will conflict with the existing land use, install a temporary, water tight and pressure tight plug in the end of the lead and mark the lead end with a 2" x 4" wooden stake extending a minimum of 12" above proposed finish grade, incidental to work, or other lead end marking system as required by the Local Municipality.

WATER MAIN NOTES:

- The water main specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plans for additional information and requirements.
- Water main work shall include clearing of vegetation and tree stumps, stripping and stockpiling of topsoil for reuse, excavation of pipe trench, placement of pipe bedding, placement of pipe, fittings, valves, hydrants and structures including castings, connection to existing water main, tuck pointing of structures, backfill of pipe trench, compaction of backfill, finish grading, adjustment of valves, hydrants and castings to match proposed finish grade, flushing, testing and chlorination of water main, topsoil placement, seed & mulch, site cleanup and restoration, and other work as shown on the project plans and specifications.
- Existing and proposed grades shown in profile view on the project plans may be in relation to the centerline of road or item other than the centerline of pipe. The pipe lengths and grades shown in profile view on the project plans may not be to scale.
- DIP when shown on the project plans shall be ductile iron pipe conforming to ANSI A21.51 (AWWA - C151). DIP shall have a cement lining and an exterior bituminous coating conforming to ANSI A21.4 (AWWA - C104). DIP shall be class 54 unless noted otherwise on the project plans. Provide polyethylene wrap when required by the Local Municipality. Joints shall push-on type conforming to ANSI A21.11 (AWWA - C111). Sealing gaskets, retainer glands and lubricants shall be in accordance with the pipe manufacturer's specifications. Fittings shall be cast ductile iron and shall conform to ANSI-A21.10 (AWWA - C110).
- Type K Copper when shown on the project plans shall be Type K soft temper copper water tube with flared joints for underground service conforming to ASTM B88.
- Provide approved mechanical restraint systems at all bends of 11.25 degrees or greater, tees, crosses and hydrant shoes in accordance with the Local Municipality. Thrust blocks shall only be utilized when authorized by the Local Municipality.
- Water main valves shall be resilient seated gate valves with box, 150 PSI rated, conforming to AWWA C-500. All valves shall open counter clockwise (left).
- Fire Hydrant Assemblies shall include a hydrant, 6" gate valve with box opening counter clockwise (left) and all necessary piping and fittings for a complete assembly. Fire hydrants shall conform to AWWA C502. Fire hydrants shall be Mueller A423 or East Jordan Iron Works 5-BR with an integrated 5" Storz coupling or as otherwise specified by the Local Municipality and/or Fire Department. Provide 5'-6" minimum cover.
- Tapping Sleeve and Valve shall be mechanical joint end type, 150 PSI rated. See Tapping Sleeve and Valve detail for additional requirements.
- Connect to existing water mains in accordance with the project plans. Provide all materials and labor required for a complete watertight connection, incidental to work. Taps to existing water main shall be performed under pressure and without interruption of service.
- Backfill all water main in accordance with the Pipe Trench details provided on the project plans. Provide pipe bedding that meets or exceeds both the specifications of the Pipe Trench details on the project plans and the recommendation of the pipe manufacturer, incidental to work. Provide 5'-6" minimum cover for all water main.
- Provide 10' minimum horizontal separation and 1.5' minimum vertical separation between water main and both sanitary sewer and storm sewer.
- Water service leads shall be installed in accordance with the project plans. Service leads 2" diameter or less shall be Type K copper and shall include a corporation stop, curb stop and curb box. Corporation stop shall conform to AWWA C-800 with copper American National Taper pipe threads conforming to ASA B2.1 1960. Curb stops shall conform to AWWA C-800 and shall be drip-tight, ball type with 300-psig working pressure rating. Curb boxes shall fit curb stop and be extension type of suitable length complete with lid and stationary rod. See Water Service Connection Detail for additional requirements.
- Contractor shall flush, test and chlorinate the water main in accordance with the Local Municipality.

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	2-24-22	REVISED PRELIMINARY SITE PLAN			
CHECK: WMP						

VILLAS OF HARTLAND

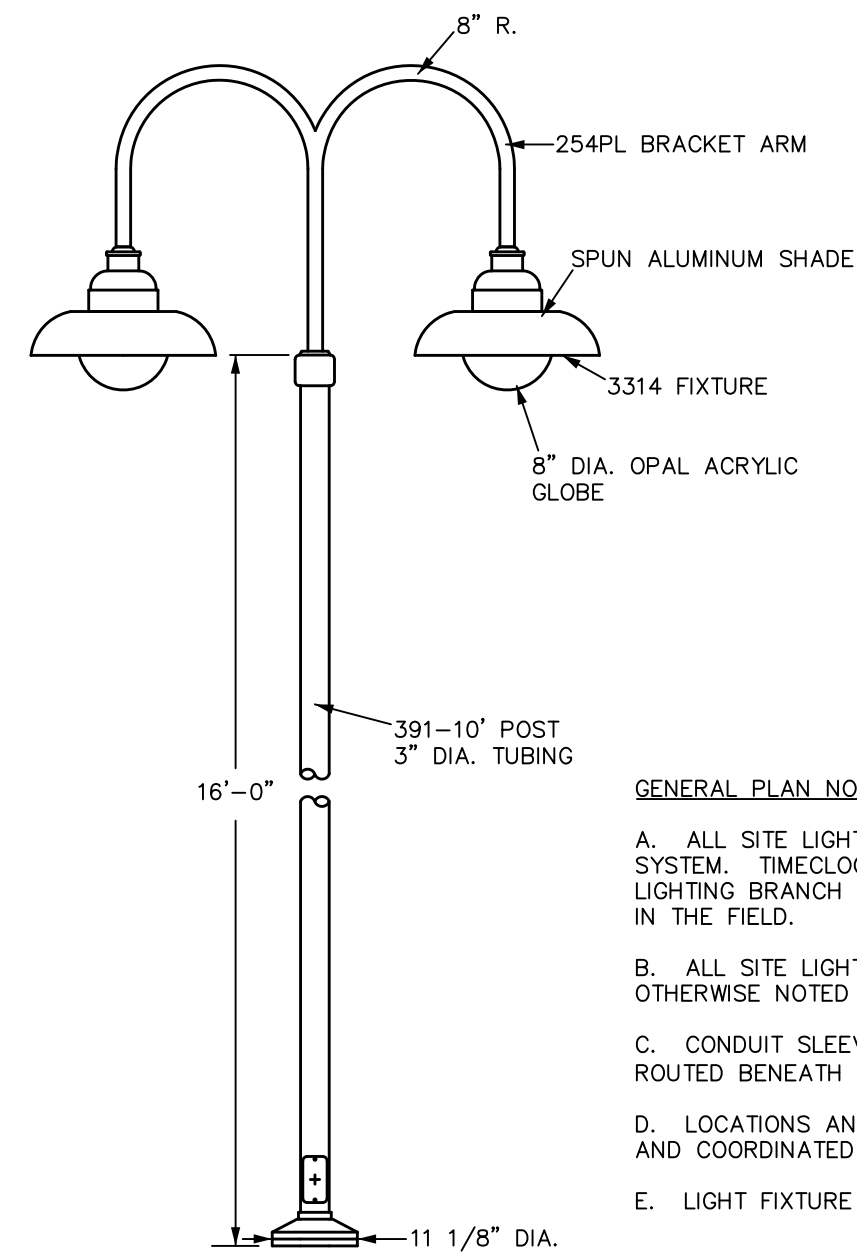
SANITARY SEWER & WATERMAIN DETAILS

CLIENT:
 HACKER ROAD, LLC
 20771 RANDALL
 FARMINGTON HILLS, MI 48336-5320

SCALE: AS NOTED
 PROJECT No.: 152775
 DWG NAME: 2775 DT
 ISSUED: FEB. 24, 2022

DT3

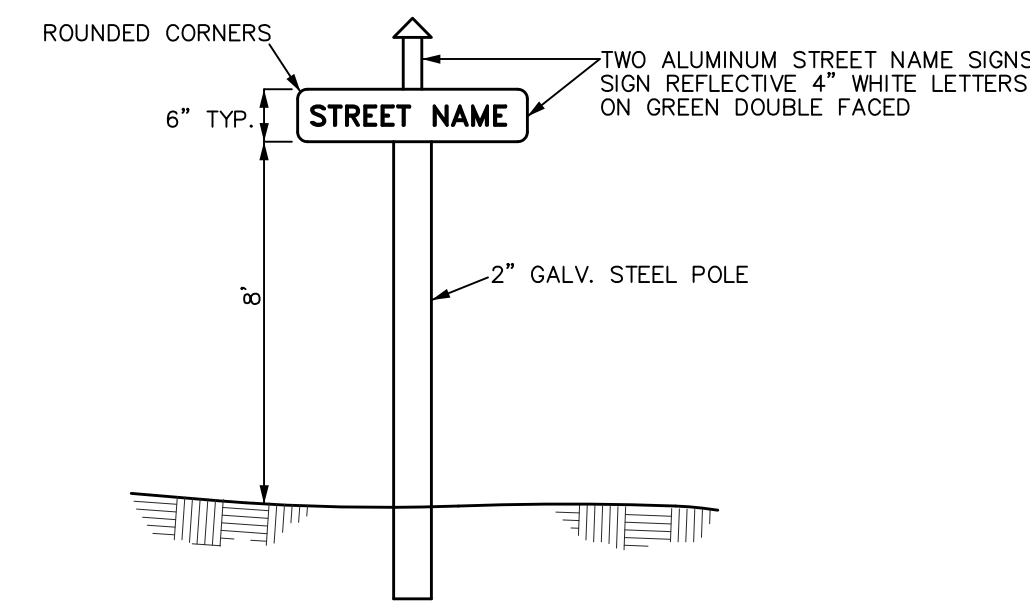




LIGHT POLE
NOT TO SCALE

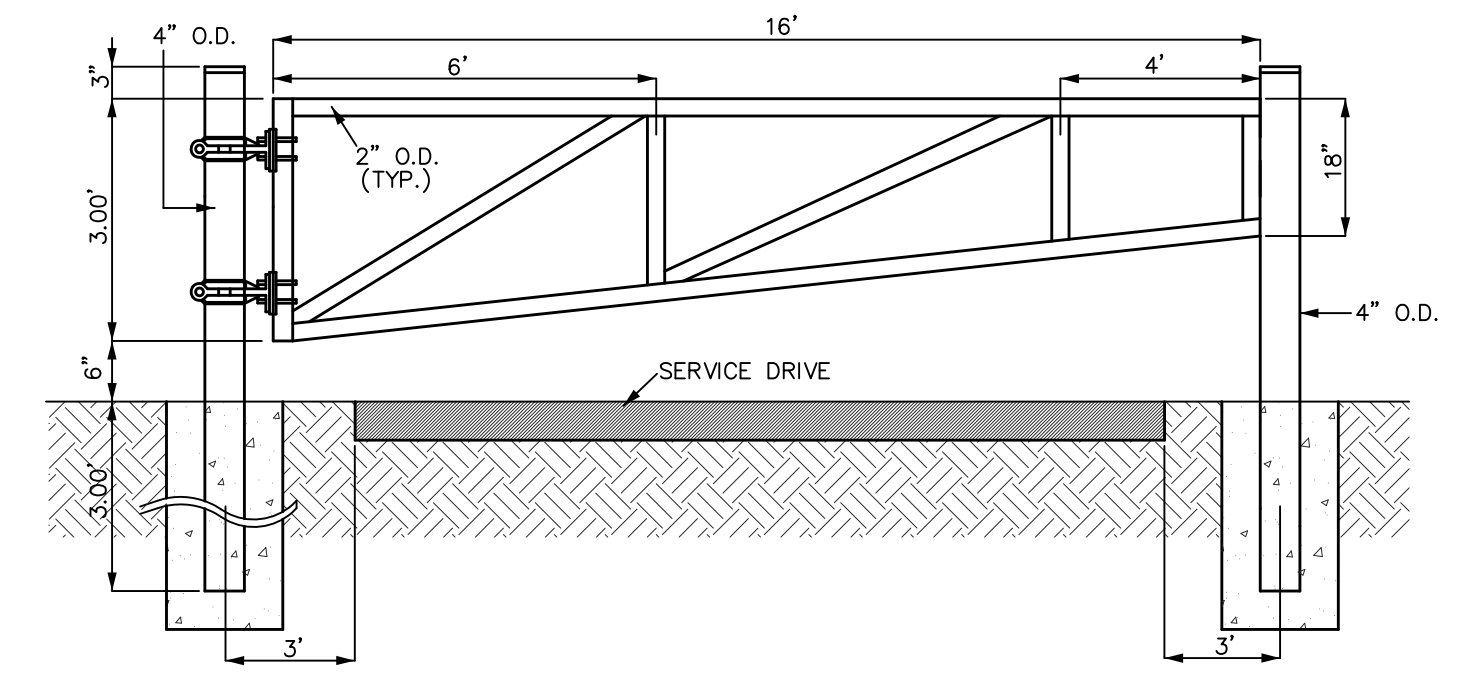
GENERAL PLAN NOTES

- A. ALL SITE LIGHTING SHALL BE CONTROLLED VIA PHOTOCELL INITIATED TIMECLOCK SYSTEM. TIMECLOCK SHALL BE LOCATED ADJACENT TO PANEL FOR WHICH SITE LIGHTING BRANCH CIRCUITS ORIGINATE. COORDINATE EXACT LOCATION OF PHOTOCELL IN THE FIELD.
- B. ALL SITE LIGHTING BRANCH CIRCUITS SHALL UTILIZE DIRECT BURIAL, UNLESS OTHERWISE NOTED BY THESE DRAWINGS.
- C. CONDUIT SLEEVES SHALL BE PROVIDED FOR ALL BRANCH CIRCUITS AND FEEDERS ROUTED BENEATH PAVED SURFACES/AREAS.
- D. LOCATIONS AND ROUTING OF ALL ELECTRICAL SITE UTILITIES SHALL BE VERIFIED AND COORDINATED WITH RESPECTIVE UTILITY COMPANY.
- E. LIGHT FIXTURE TO BE PROPERLY SHIELDED.



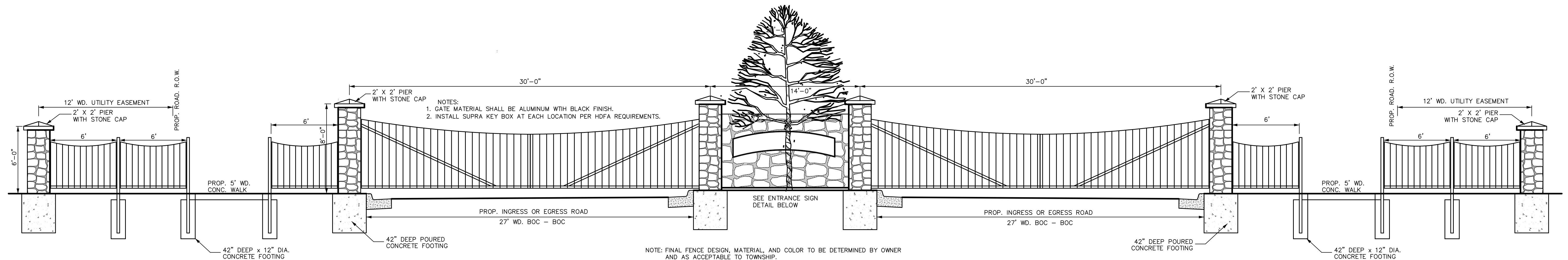
STREET NAME SIGN DETAIL
NOT TO SCALE

SIGN SCHEDULE					
SIGN	KEY	SIZE (W x H)	TYPE OR MOUNT	MOUNTING HEIGHT	QUANTITY
	RT-1	30' x 30'	POST MOUNTED	7'-0"	2



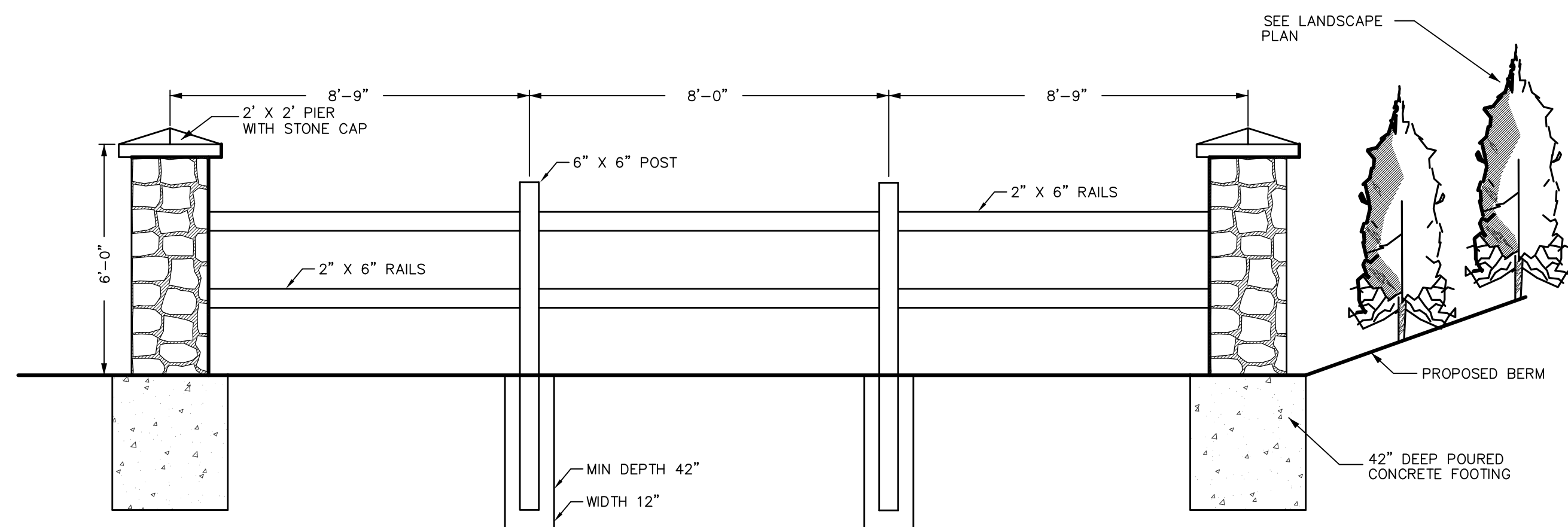
EMERGENCY ACCESS GATE DETAIL
NOT TO SCALE

- NOTES:
- GATE MATERIAL SHALL BE ALUMINUM WITH BLACK FINISH.
 - INSTALL SUPRA KEY BOX AT EACH LOCATION PER HDFA REQUIREMENTS.



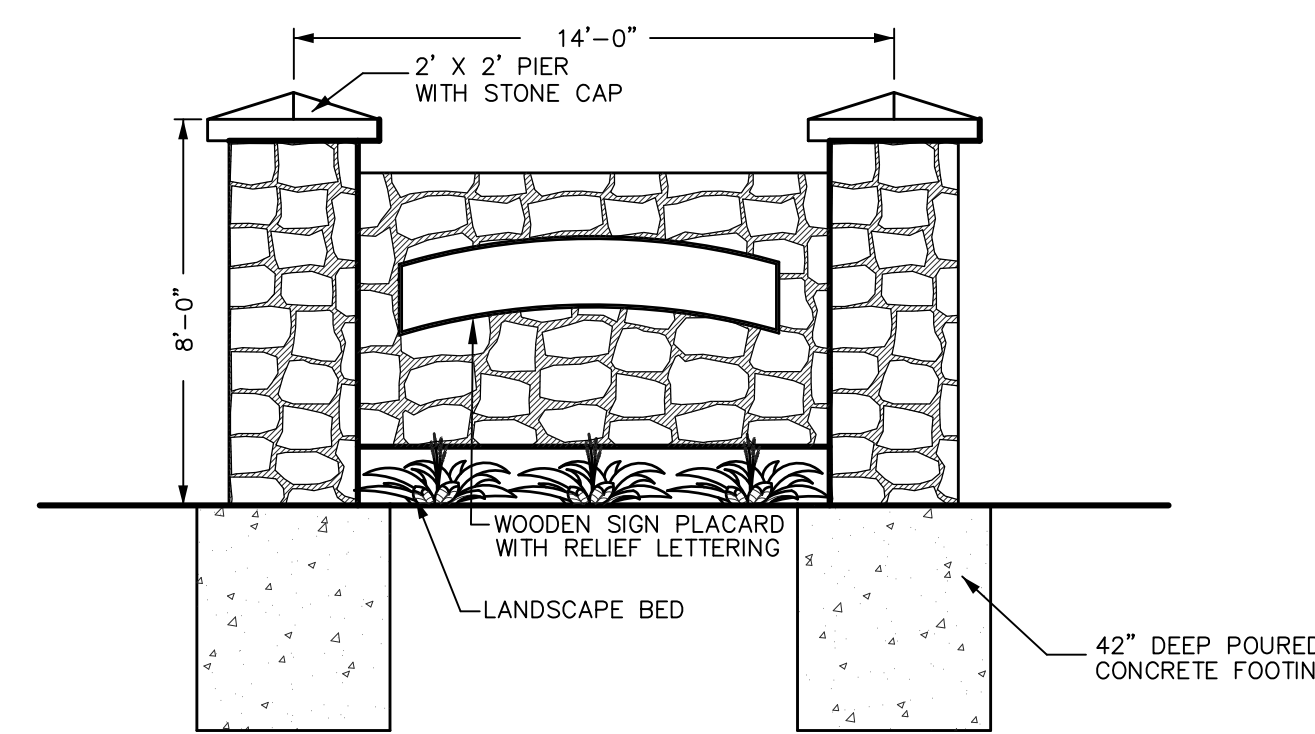
CONCEPTUAL DECORATIVE GATE DETAIL
NOT TO SCALE

NOTE: FINAL FENCE DESIGN, MATERIAL, AND COLOR TO BE DETERMINED BY OWNER AND AS ACCEPTABLE TO TOWNSHIP.



CONCEPTUAL DECORATIVE FENCE DETAIL
NOT TO SCALE

NOTE: FINAL FENCE DESIGN, MATERIAL, AND COLOR TO BE DETERMINED BY OWNER AND AS ACCEPTABLE TO TOWNSHIP.



ENTRANCE SIGN DETAIL
SCALE: 1"=3'

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
DRAFT: JHG	1	1-4-21	REVISED PER REVIEW COMMENTS			
CHECK: WMP	2	1-29-21	REVISED PER REVIEW COMMENTS			
	3	2-24-22	REVISED PRELIMINARY SITE PLAN			

VILLAS OF
HARTLAND

SITE DETAILS

CLIENT:
HACKER ROAD, LLC
20771 RANDALL
FARMINGTON HILLS, MI 48336-5320

SCALE: AS NOTED
PROJECT No.: 152775
DWG NAME: 2775 DT
ISSUED: FEB. 24, 2022

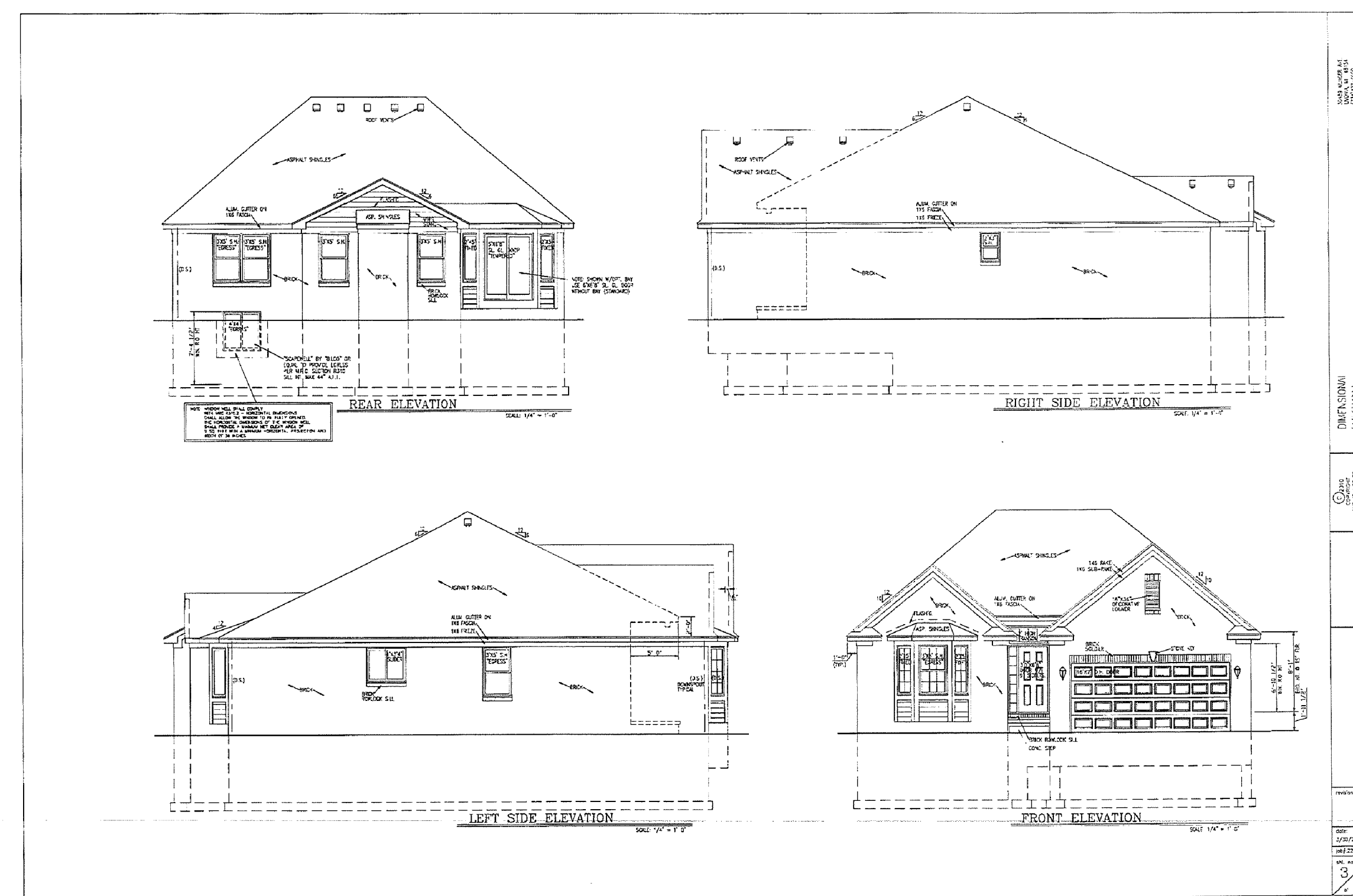
DT4



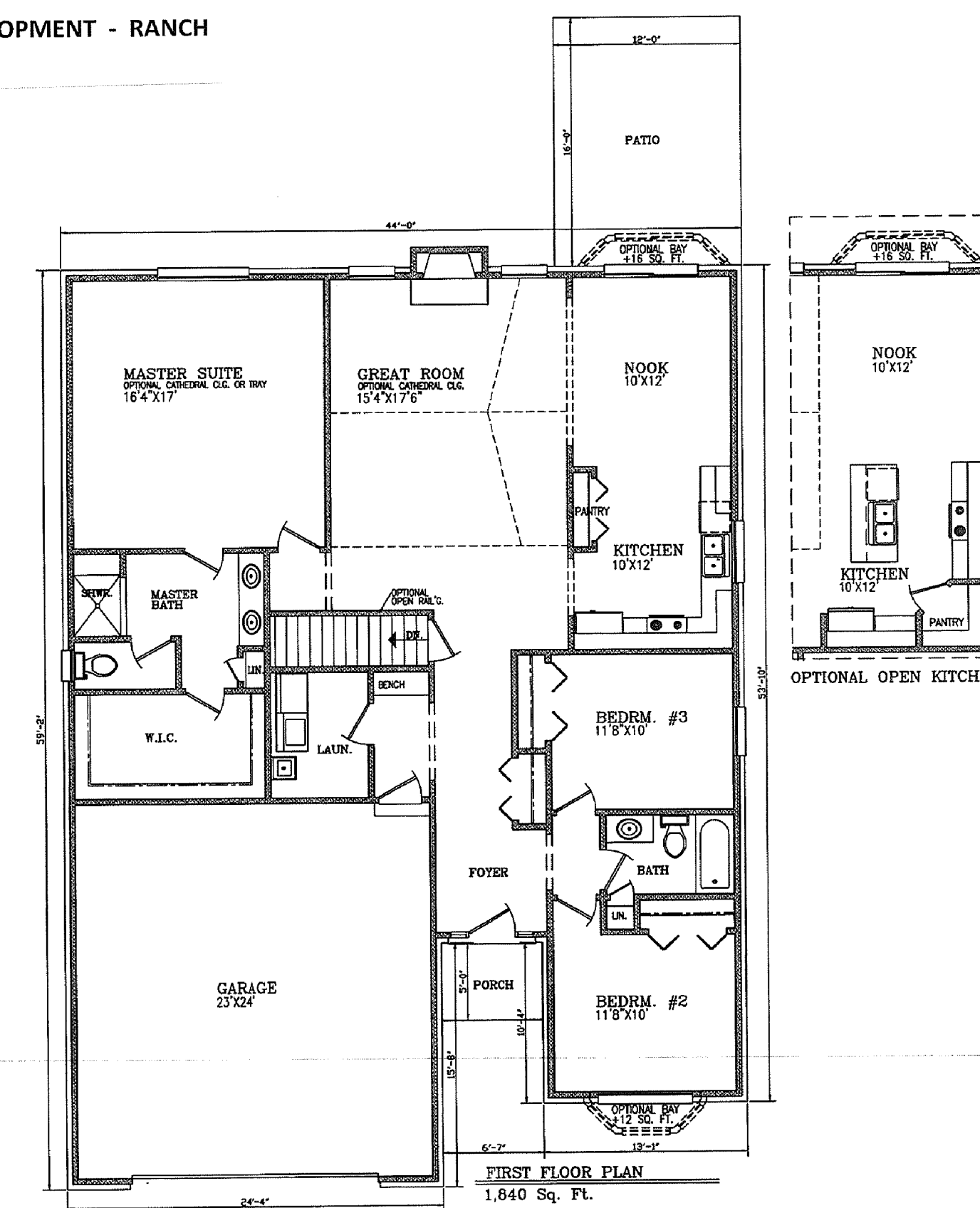


HACKER ROAD DEVELOPMENT - RANCH

HACKER ROAD DEVELOPMENT - RANCH

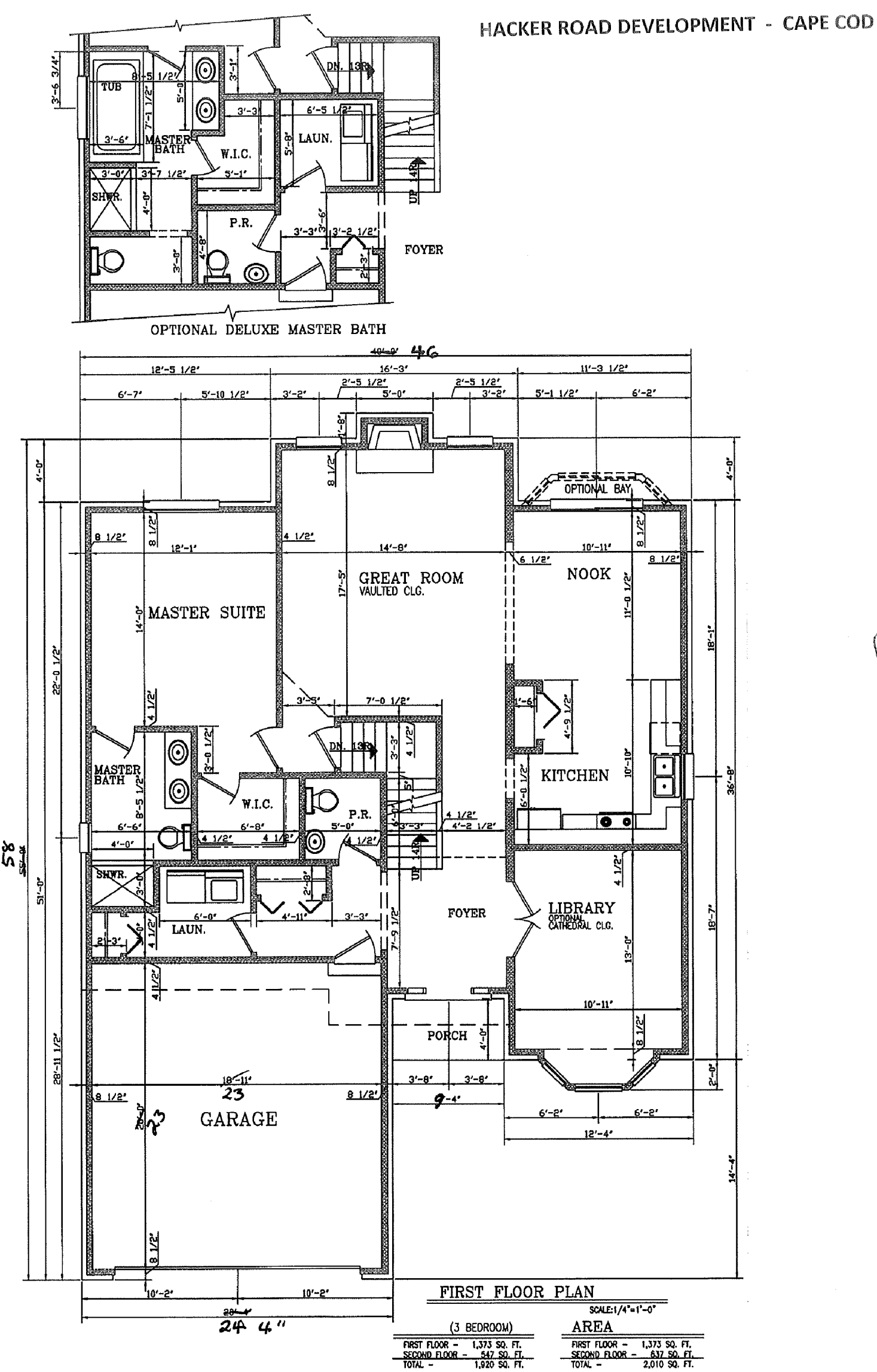


HACKER ROAD DEVELOPMENT - RANCH

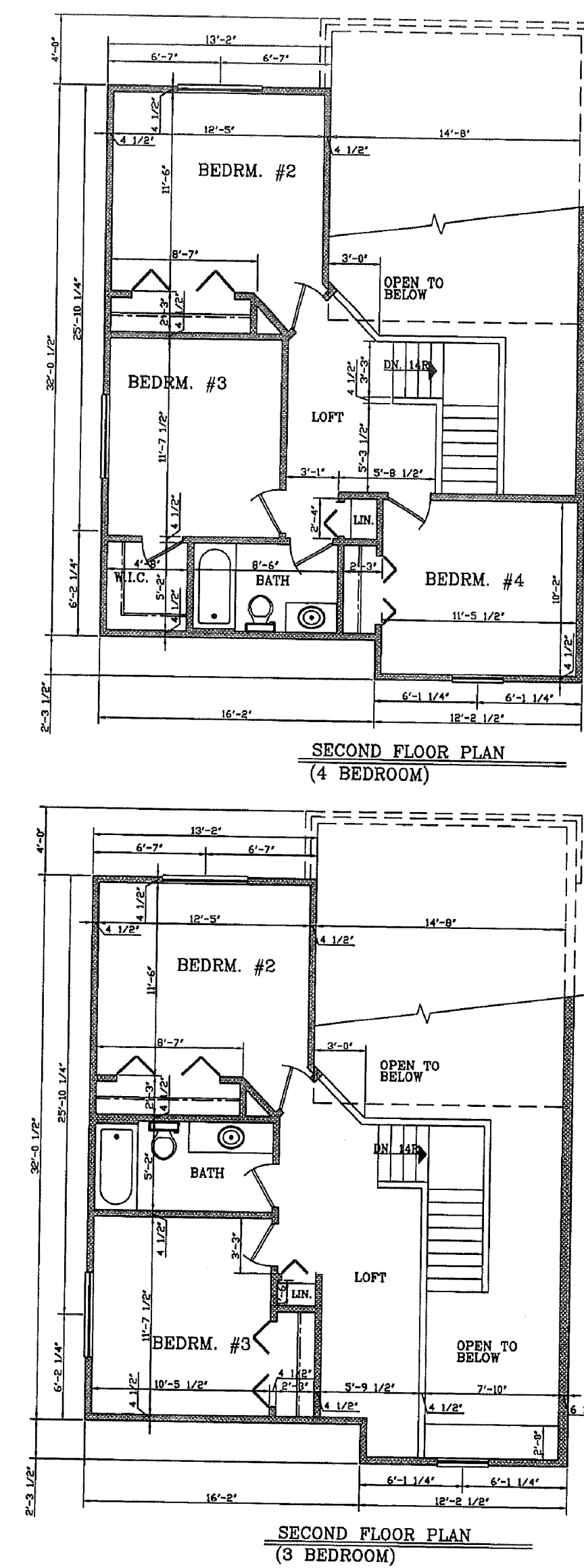




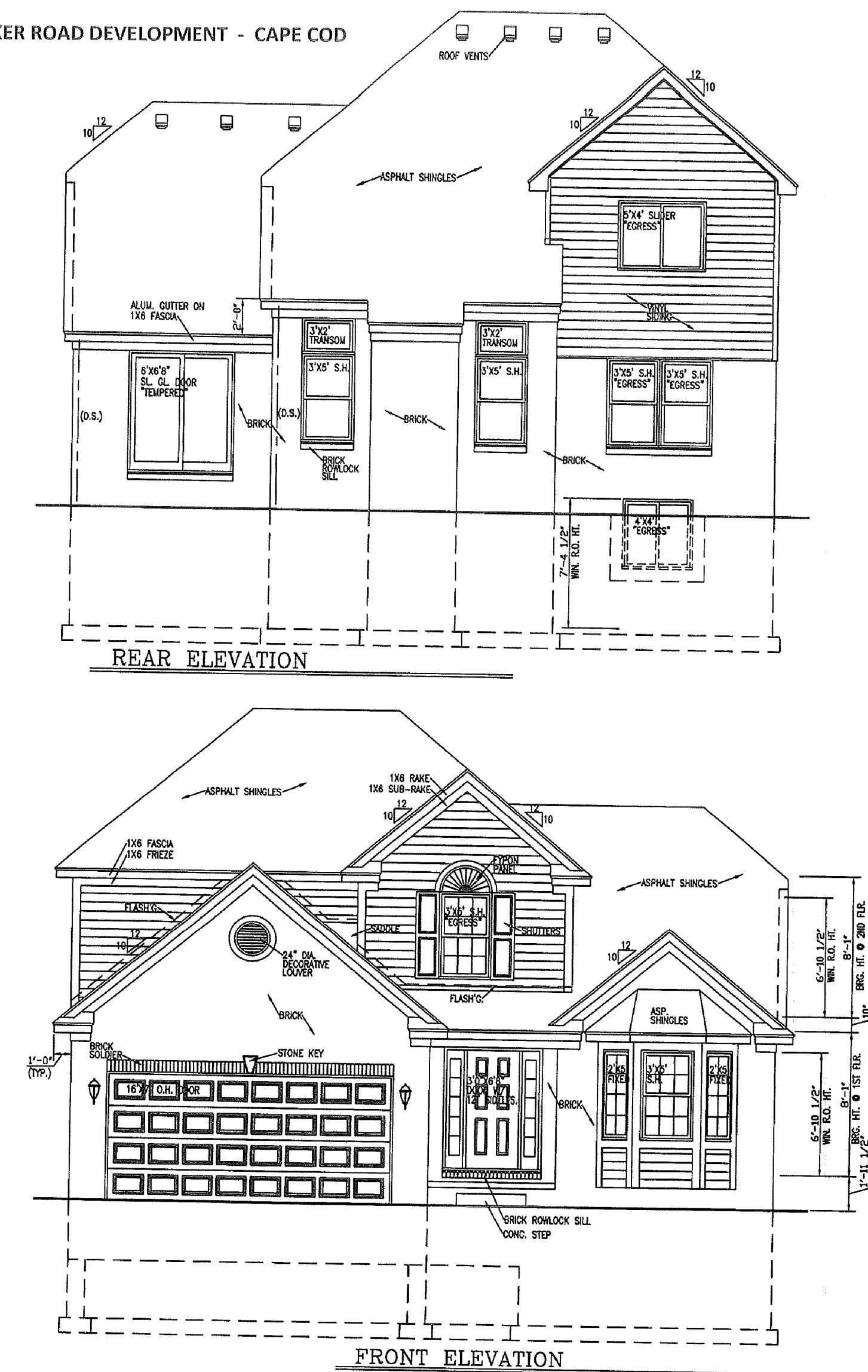
HACKER ROAD DEVELOPMENT - CAPE COD



HACKER ROAD DEVELOPMENT - CAPE COD



HACKER ROAD DEVELOPMENT - CAPE COD



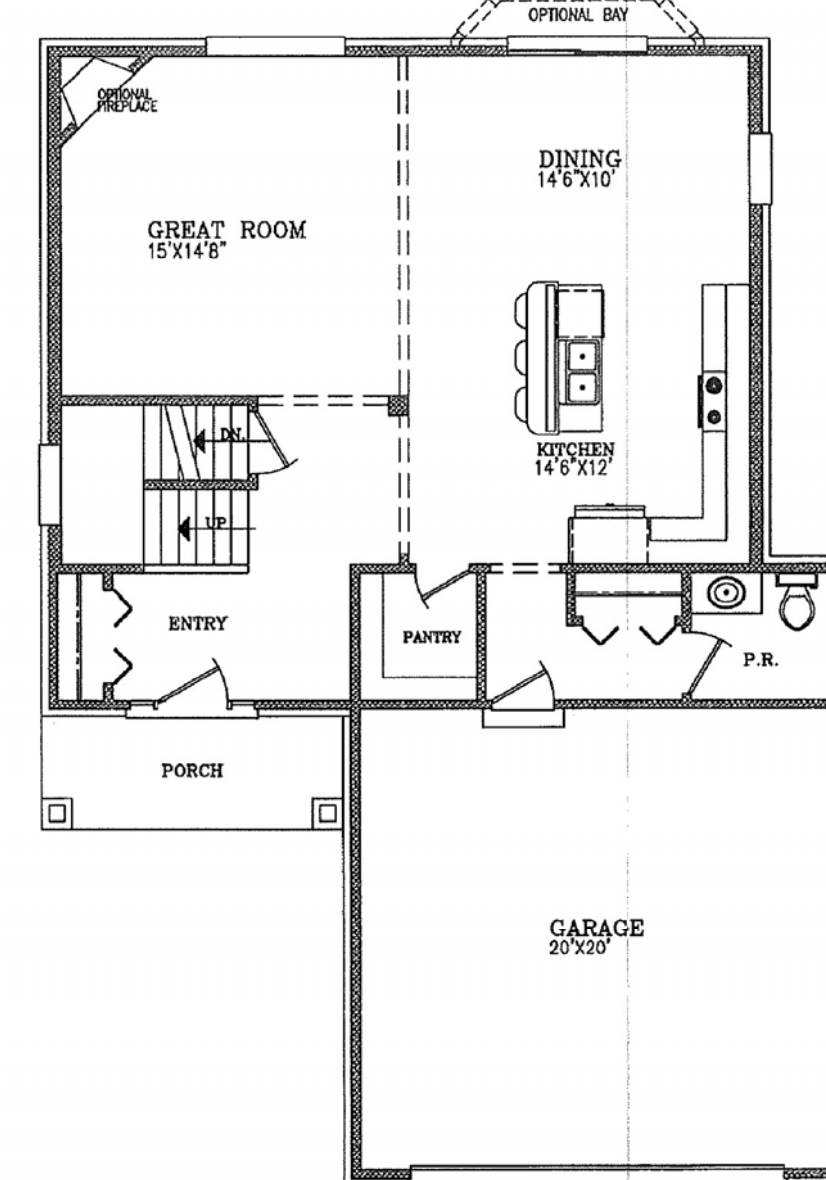
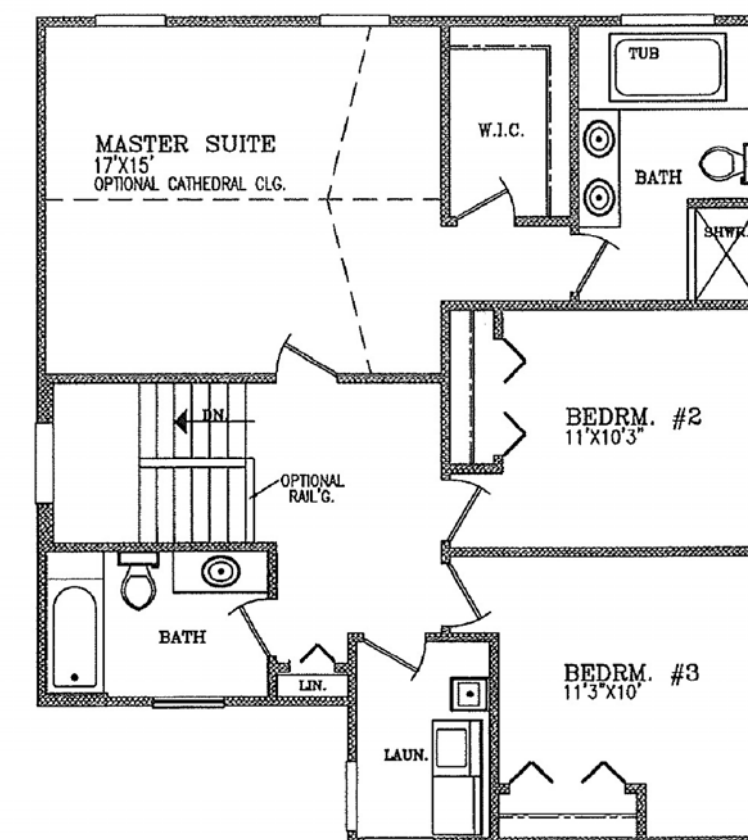
HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

3 Bedroom Colonial



HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

3 Bedroom Colonial 1,907 Sq. Ft.



HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

4 Bedroom Colonial 2,100 Sq. Ft.

