



## Board of Trustees

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

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### Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, June 06, 2023 7:00 PM

1. Call to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Approval of the Agenda
  5. Call to the Public
  6. Approval of the Consent Agenda
    - [a.](#) Approve Payment of Bills
    - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
    - [c.](#) 04-26-23 Hartland Township Board Special Meeting Minutes
    - [d.](#) 05-16-23 Hartland Township Board Regular Meeting Minutes
    - [e.](#) July 1, 2023 Benefit Renewals
  7. Pending & New Business
    - [a.](#) Site Plan Application SP/PD #23-004 – Courtyards of Hartland Planned Development Final Plan, a Single-Family Residential Planned Development
    - [b.](#) Site Plan Application SP/PD #23-005 – Villas of Hartland Planned Development Final Plan, a Single-Family Residential Planned Development (with 57 site condominium units)
    - [c.](#) 2023 Hartland Area Historical Society Contract
    - [d.](#) Station 61 Driveway Replacement
  8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
    - [a.](#) Manager's Report
    - [b.](#) Citizen Survey Draft
  10. Adjournment

# **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Susan Case, Finance Clerk

**Subject:** Approve Payment of Bills

**Date:** May 25, 2023

## **Recommended Action**

Move to approve the bills as presented for payment.

## **Discussion**

Bills presented total \$313,830.26. The bills are available in the Finance office for review.

Notable invoices include:

\$185,635.86 – Livingston County Drain Commission – (April 2023 Sewer System O&M & Watershed group shared costs)

\$43,304.00 – Michigan Municipal Risk Management Authority – (7/1/23 – 7/1/24 General Fund/Retention Fund contributions)

\$40,760.50 – Spalding DeDecker – (Various engineering invoices)

## **Financial Impact**

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY23 or FY24 adopted budgets.

## **Attachments**

Bills for 06.06.2023



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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
EXP CHECK RUN DATES 06/06/2023 - 06/06/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN - CHECK TYPE: PAPER CHECK

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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
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		Due Date		1099		

ASLA	AMERICAN SOC OF LANDSCAPE ARCHITECT	05/11/2023	7536166/1/2023	FOA	2023 MEMBERSHIP	
49169	DEPARTMENT 0039	06/06/2023		N		480.00
05/11/2023	WASHINGTON DC, 20073-0039	/ /	0.0000	N		0.00
		06/06/2023		N		480.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-804.000	MEMBERSHIP & DUES	480.00

VENDOR TOTAL: 480.00

APPLIED	APPLIED INNOVATION	05/19/2023	2219747	FOA	4/23/23 - 5/22/23 RICOH MP6055SP	
49194	7718 SOLUTION CENTER	06/06/2023		N		44.49
05/19/2023	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		06/06/2023		N		44.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000		44.49

VENDOR TOTAL: 44.49

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/20/2023	CS100302	FOA	DUST CONTROL	
49210	672 NORTH M-52	06/06/2023		N		2,178.25
05/20/2023	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/06/2023		Y		2,178.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	1,633.69
204-000-969.002	ROAD CHLORIDE	544.56
		2,178.25

VENDOR TOTAL: 2,178.25

CINTAS	CINTAS CORPORATION	05/15/2023	4155458857	FOA	MATS	
49159	P.O. BOX 630910	06/06/2023		N		61.88
05/15/2023	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		06/06/2023		N		61.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	61.88

VENDOR TOTAL: 61.88

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	05/22/2023	135418	FOA	LABORERS/TRUCKS LARGE ITEM CLEAN UP	
49206	PO BOX 241	06/06/2023		N		7,750.00
05/22/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00

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		06/06/2023		Y		7,750.00
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Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	7,750.00

VENDOR TOTAL: 7,750.00

FIRSTIMPRE	FIRST IMPRESSION PRINT & MARKETING	04/01/2023	82027	FOA	FY2024 BUDGET BOOKS	
49157	907 FOWLER ST.	06/06/2023		N		748.96
03/17/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		748.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	748.96

VENDOR TOTAL: 748.96

FIVESTAR	FIVE STAR SIGNS, INC.	05/12/2023	18471	FOA	CEMETERY SIGNS	
49158	10099 BERGIN RD, BLDG D	06/06/2023		N		80.00
05/12/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		80.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-567-930.000	REPAIRS & MAINTENANCE	80.00

VENDOR TOTAL: 80.00

5888	FOSTER, SWIFT, COLLINS & SMITH	04/30/2023	858919	FOA	APRIL 2023	
49197	313 S. WASHINGTON SQUARE	06/06/2023		N		6,462.50
05/22/2023	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		06/06/2023		Y		6,462.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-826.000	LEGAL FEES	423.00
101-400-801.100-0048	VILLAS OF HARTLAND	376.00
590-000-826.000	LEGAL FEES	5,663.50
		6,462.50

VENDOR TOTAL: 6,462.50

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	06/01/2023	JUNE 23	FOA	JUNE 2023 PAYMENT PER AGREEMENT	
49203	HAYAA - FOOTBALL	06/06/2023		N		444.99
	P.O. BOX 359					
06/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		444.99

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		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	444.99
VENDOR TOTAL:		444.99

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	06/01/2023	JUNE 2023	FOA	JUNE 2023 PAYMENT PER AGREEMENT	
48779	HAYAA - BASEBALL	06/06/2023		N		1,285.72
	P.O. BOX 110					
06/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		1,285.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	1,285.72
VENDOR TOTAL:		1,285.72

HCSA	HARTLAND COMMUNITY SOCCER ASSN	06/01/2023	JUNE 23	FOA	JUNE 2023 PAYMENT PER AGREEMENT	
49205	HARTLAND COMMUNITY EDUCATION	06/06/2023		N		881.65
	9525 HIGHLAND RD					
06/01/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		881.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	881.65
VENDOR TOTAL:		881.65

SEPTIC	HARTLAND SEPTIC SERVICE	05/15/2023	5112333	FOA	CLEAN OUT 2000 GALLON SEPTIC TANK AT	
49186	7230 FAUSSETT ROAD	06/06/2023		N		545.00
05/15/2023	FENTON MI, 48430	/ /	0.0000	N		0.00
		06/06/2023		N		545.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	545.00
VENDOR TOTAL:		545.00

0001	HARTLAND TOWNSHIP GENERAL FUND	04/30/2023	051523	FOA	APRIL 2023 MOBILE HOME TAX DISBURSEM	
49156		06/06/2023		N		279.50
05/15/2023	,	/ /	0.0000	N		0.00
		06/06/2023		N		279.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	279.50

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		Due Date		1099		

VENDOR TOTAL: 279.50

WATERO&M	HARTLAND TOWNSHIP WATER O & M	05/23/2023	052323	FOA	APRIL 2023 OUT OF DEPT COSTS	
49209	2655 CLARK RD	06/06/2023		N		4,665.98
05/23/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		4,665.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.009	CONTRACT SERVICES - WATER SYSTEM	2,434.60
101-265-801.009	CONTRACT SERVICES - WATER SYSTEM	919.02
101-567-801.009	CONTRACT SERVICES - WATER SYSTEM	1,312.36
		4,665.98

VENDOR TOTAL: 4,665.98

HYL	HARTLAND YOUTH LACROSSE	06/01/2023	JUNE 23	FOA	JUNE 2023 PAYMENT PER AGREEMENT	
49204	P.O. BOX 56	06/06/2023		N		444.99
06/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		444.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	444.99

VENDOR TOTAL: 444.99

1548	HORIZON LANDSCAPE INC.	05/02/2023	16587	FOA	MOWING M-59 MEDIANS	
49166	11765 HIBNER RD	06/06/2023		N		3,986.17
05/02/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		3,986.17

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-802.000	LAWN/SNOW MAINTENANCE	3,986.17

1548	HORIZON LANDSCAPE INC.	05/02/2023	16588	FOA	MOWING FIRE STATION #61	
49167	11765 HIBNER RD	06/06/2023		N		1,396.83
05/02/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/06/2023		N		1,396.83

Open

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

VENDOR TOTAL: 5,383.00

K&J	K & J ELECTRIC, INC	05/10/2023	10478	FOA	SPRANGER FIELD CONCESSION BLDG	
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49174	7219 EAST HIGHLAND RD	06/06/2023		N		312.00
05/10/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		312.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	312.00

K&J	K & J ELECTRIC, INC	05/10/2023	10479	FOA	TWP HALL RD SIGN/FLAG POLE LIGHTS	
49175	7219 EAST HIGHLAND RD	06/06/2023		N		950.00
05/10/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		950.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	950.00

VENDOR TOTAL: 1,262.00

LASHBROOK	LASHBROOK SEPTIC SERVICE	05/19/2023	A-65136	FOA	PORTA POTTY FOR LARGE ITEM CLEAN UP	
49198	4895 CURDY RD	06/06/2023		N		100.00
05/19/2023	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/06/2023		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	100.00

VENDOR TOTAL: 100.00

0220	LIVINGSTON COUNTY TREASURER	04/30/2023	051523	FOA	APRIL 2023 MOBILE HOME TAX DISBURSEM	
49155	200 E. GRAND RIVER	06/06/2023		N		1,397.50
05/15/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		1,397.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,397.50

VENDOR TOTAL: 1,397.50

2909	LIVINGSTON CTY.DRAIN COMMISSIO	04/30/2023	3643	FOA	APRIL 2023 SEWER SYSTEM O&M	
49147	2300 E. GRAND RIVER	06/06/2023		N		185,191.67
	STE. 105					
05/09/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		185,191.67

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	185,191.67

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2909	LIVINGSTON CTY.DRAIN COMMISSIO	05/11/2023	3650	FOA	WATERSHED GRP SHARED COSTS	
49164	2300 E. GRAND RIVER	06/06/2023		N		444.19
	STE. 105					
05/11/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/06/2023		N		444.19

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-465-956.000	MISCELLANEOUS	444.19

VENDOR TOTAL: 185,635.86

MMRMA	MI MUNICIPAL RISK MANAGEMENT AUTHOR	05/22/2023	M0000638-23	FOA	7/1/23 - 7/1/24 GENERAL FUND CONTRIB	
49201	DRAWER #64458	06/06/2023		N		31,304.00
05/22/2023	DETROIT MI, 48264--045	/ /	0.0000	N		0.00
		06/06/2023		N		31,304.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-910.000	INSURANCE	16,278.08
536-000-910.000	INSURANCE	6,260.80
590-000-910.000	INSURANCE	8,765.12
		31,304.00

MMRMA	MI MUNICIPAL RISK MANAGEMENT AUTHOR	05/22/2023	R0000638-23	FOA	7/1/23 - 7/1/24 RETENTION FUND CONTR	
49200	DRAWER #64458	06/06/2023		N		12,000.00
05/22/2023	DETROIT MI, 48264--045	/ /	0.0000	N		0.00
		06/06/2023		N		12,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-910.000	INSURANCE	6,240.00
536-000-910.000	INSURANCE	2,400.00
590-000-910.000	INSURANCE	3,360.00
		12,000.00

VENDOR TOTAL: 43,304.00

PENCHURA	PENCHURA	05/11/2023	23-709	FOA	BENCHES FOR CEMETERIES	
49160	889 S OLD US 23	06/06/2023		N		7,416.00
05/11/2023	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		06/06/2023		Y		7,416.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
285-703-884.000	ARPA COMMUNITY PROJECTS	7,416.00

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VENDOR TOTAL: 7,416.00

1180	PETER'S TRUE VALUE HARDWARE	05/15/2023	67484	FOA	CEMETERIES	
49153	3455 W. HIGHLAND ROAD	06/06/2023		N		18.67
05/15/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/06/2023		N		18.67

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-567-930.000	REPAIRS & MAINTENANCE	18.67

1180	PETER'S TRUE VALUE HARDWARE	05/11/2023	K67428	FOA	PLUMBING PARTS FOR HERITAGE PARK DRI	
49154	3455 W. HIGHLAND ROAD	06/06/2023		N		19.47
05/11/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/06/2023		N		19.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	19.47

1180	PETER'S TRUE VALUE HARDWARE	05/24/2023	K67644	FOA	PARTS FOR WATER LEAK @ VILLAGE CEMET	
49211	3455 W. HIGHLAND ROAD	06/06/2023		N		10.65
05/24/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/06/2023		N		10.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-567-930.000	REPAIRS & MAINTENANCE	10.65

1180	PETER'S TRUE VALUE HARDWARE	05/24/2023	K67657	FOA	STUMP REMOVAL AT CEMETERY	
49212	3455 W. HIGHLAND ROAD	06/06/2023		N		275.00
05/24/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/06/2023		N		275.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-567-930.000	REPAIRS & MAINTENANCE	275.00

VENDOR TOTAL: 323.79

1600	PETTY CASH (TREASURER)	05/25/2023	052523	FOA	PETTY CASH REIMBURSEMENT	
49214		06/06/2023		N		60.77
05/25/2023	,	/ /	0.0000	N		0.00
		06/06/2023		N		60.77

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-861.000	MILEAGE	33.76
101-253-727.000	SUPPLIES & POSTAGE	27.01

60.77

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VENDOR TOTAL: 60.77

PROSWEEP	PROGRESSIVE SWEEPING CONTRACTORS	05/23/2023	119141	FOA	LG ITEM CLEAN UP PARKING LOT SWEEP	
49208	5202 ENTERPRISE BLVD, STE B	06/06/2023		N		822.14
05/23/2023	TOLEDO OH, 43612	/ /	0.0000	N		0.00
		06/06/2023		N		822.14

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	822.14

VENDOR TOTAL: 822.14

JOHNSON	ROSATI, SCHULTZ, JOPPICH&AMTSBUECHLER	05/09/2023	1079410	FOA	ORDINANCE ENFORCEMENT MATTERS THRU 4	
49165	27555 EXECUTIVE DRIVE, SUITE 250	06/06/2023		N		54.00
05/09/2023	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		06/06/2023		Y		54.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-826.000	LEGAL FEES	54.00

VENDOR TOTAL: 54.00

SHOLLACK	SHOLLACK, DONNA	05/24/2023	052423	FOA	MEAL PER DIEMS	
49213	2512 KATSURA LANE	06/06/2023		N		82.00
05/24/2023	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/06/2023		N		82.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	82.00

VENDOR TOTAL: 82.00

SPALDING	SPALDING DEDECKER	03/31/2023	94153	FOA	HARTLAND TOWNE SQUARE THRU 4/2/23	
49058	905 SOUTH BLVD EAST	06/06/2023		N		1,200.00
04/20/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		1,200.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0030	AFFINITY II INVEST DEVELP EXP	1,200.00

SPALDING	SPALDING DEDECKER	03/31/2023	94155	FOA	BUFFALO WILD WINGS THRU 4/2/23	
49059	905 SOUTH BLVD EAST	06/06/2023		N		4,406.00
04/20/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		4,406.00

Open



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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
EXP CHECK RUN DATES 06/06/2023 - 06/06/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN - CHECK TYPE: PAPER CHECK

Page: 9/10

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

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0042	PWRW LLC (BUFFALO WILD WINGS)	4,406.00

SPALDING	SPALDING DEDECKER	03/31/2023	94156	FOA	REDWOOD LIVING THRU 4/2/23	
49060	905 SOUTH BLVD EAST	06/06/2023		N		16,917.50
04/20/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		16,917.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0026	REDWOOD USA LLC	16,917.50

SPALDING	SPALDING DEDECKER	03/31/2023	94158	FOA	PLANET FITNESS THRU 4/2/23	
49062	905 SOUTH BLVD EAST	06/06/2023		N		1,860.00
04/20/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		1,860.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0045	RONNISCH CONSTR. GRP LLC - PLANET FITNES	1,860.00

SPALDING	SPALDING DEDECKER	03/31/2023	94208	FOA	SENIOR LIVING FACILITY THRU 4/2/23	
49061	905 SOUTH BLVD EAST	06/06/2023		N		14,054.00
04/25/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		14,054.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0027	PIRHL	14,054.00

SPALDING	SPALDING DEDECKER	05/10/2023	94359	FOA	M-59 WATER MAIN THRU 4/30/23	
49152	905 SOUTH BLVD EAST	06/06/2023		N		1,132.00
05/10/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		1,132.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	1,132.00

SPALDING	SPALDING DEDECKER	05/17/2023	94460	FOA	SPRANGER PARK PAVILION THRU 4/30/23	
49184	905 SOUTH BLVD EAST	06/06/2023		N		1,191.00
05/17/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/06/2023		N		1,191.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	1,191.00

VENDOR TOTAL: 40,760.50

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
EXP CHECK RUN DATES 06/06/2023 - 06/06/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN - CHECK TYPE: PAPER CHECK

Page: 10/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

STAPLES	STAPLES	05/20/2023	8070348342	FOA	MISC SUPPLIES	
49195	PO BOX 660409	06/06/2023		N		744.79
05/20/2023	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/06/2023		N		744.79

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-727.000	SUPPLIES & POSTAGE	5.02
101-265-930.000	REPAIRS & MAINTENANCE	143.39
101-191-727.000	SUPPLIES & POSTAGE	596.38
		<hr/> 744.79

VENDOR TOTAL: 

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744.79

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	05/09/2023	54483	FOA	LOGO'S ADDED TO SHIRTS	
49149	3280 W GRAND RIVER	06/06/2023		N		130.00
05/09/2023	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/06/2023		N		130.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	130.00

VENDOR TOTAL: 

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130.00

TOTAL - ALL VENDORS: 

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313,830.26

FUND TOTALS:

Fund 101 - GENERAL FUND	88,278.78
Fund 204 - MUNICIPAL STREET FUND	544.56
Fund 206 - FIRE OPERATING	1,396.83
Fund 285 - CLFRF GRANT	7,416.00
Fund 401 - CAPITAL PROJECTS FUND	1,191.00
Fund 536 - WATER SYSTEM FUND	9,213.80
Fund 539 - WATER REPLACEMENT FUND	1,132.00
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	202,980.29
Fund 701 - TRUST AND AGENCY	1,677.00

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Susan Case, Finance Clerk

**Subject:** Approve Post Audit of Disbursements Between Board Meetings

**Date:** May 25, 2023

### **Recommended Action**

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

### **Discussion**

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

Accounts Payable – \$4,952,668.81

May 31, 2023 Payroll - \$98,821.19

### **Financial Impact**

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY23 budget or FY24 adopted budget.

### **Attachments**

Post Audit Bills List 05.11.2023

Post Audit Bills List 05.16.2023

Post Audit Bills List 05.18.2023

Post Audit Bills List 05.22.2023

Post Audit Bills List 05.25.2023

Payroll for 05.31.2023

Check Register Report For Hartland Township  
For Check Dates 05/16/2023 to 05/31/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/31/2023	FOA	17411	NALEPKA, EVAN C	130.00	114.52	0.00	Open
05/31/2023	FOA	17412	MISSION SQUARE	1,939.51	1,939.51	0.00	Open
05/31/2023	FOA	17413	MISSION SQUARE	3,708.80	3,708.80	0.00	Open
05/31/2023	FOA	17414	MISSION SQUARE	2,203.18	2,203.18	0.00	Open
05/31/2023	FOA	17415	MISSION SQUARE	200.00	200.00	0.00	Open
05/31/2023	FOA	DD8519	BEDUHN, TIMOTHY L.A.	1,906.50	0.00	1,465.26	Cleared
05/31/2023	FOA	DD8520	BERNARDI, MELYNDA A	1,978.23	0.00	1,543.41	Cleared
05/31/2023	FOA	DD8521	BROOKS, TYLER J	2,691.00	0.00	1,903.39	Cleared
05/31/2023	FOA	DD8522	CARRIGAN, AMANDA K	3,425.00	0.00	2,712.18	Cleared
05/31/2023	FOA	DD8523	CASE, SUSAN E	2,123.68	0.00	1,316.76	Cleared
05/31/2023	FOA	DD8524	CIOFU, LARRY N	2,856.09	0.00	2,072.08	Cleared
05/31/2023	FOA	DD8525	COBB, SUSAN M	103.07	0.00	90.81	Cleared
05/31/2023	FOA	DD8526	COSGROVE, HEATHER H	412.13	0.00	363.08	Cleared
05/31/2023	FOA	DD8527	COSGROVE, HEATHER H	165.75	0.00	146.03	Cleared
05/31/2023	FOA	DD8528	DRYDEN-HOGAN, SUSAN A	3,777.57	0.00	2,689.83	Cleared
05/31/2023	FOA	DD8529	ECKMAN, MATTHEW A	52.50	0.00	46.26	Cleared
05/31/2023	FOA	DD8530	FOUNTAIN, WILLIAM J	2,856.09	0.00	2,399.53	Cleared
05/31/2023	FOA	DD8531	FOX, LAWRENCE E	428.25	0.00	377.29	Cleared
05/31/2023	FOA	DD8532	GERMANE, MATTHEW J	546.00	0.00	479.23	Cleared
05/31/2023	FOA	DD8533	GRISSIM, SUSAN L	52.50	0.00	48.49	Cleared
05/31/2023	FOA	DD8534	HAASETH, GWYN M	720.00	0.00	643.88	Cleared
05/31/2023	FOA	DD8535	HORNING, KATHLEEN A	3,106.09	0.00	2,160.00	Cleared
05/31/2023	FOA	DD8536	HUBBARD, TONYA S	1,863.09	0.00	1,352.80	Cleared
05/31/2023	FOA	DD8537	JOHNSON, LISA	2,490.23	0.00	1,613.33	Cleared
05/31/2023	FOA	DD8538	LANGER, TROY D	4,017.92	0.00	2,841.24	Cleared
05/31/2023	FOA	DD8539	LOFTUS, DANIEL M	935.62	0.00	788.44	Cleared
05/31/2023	FOA	DD8540	LOUIS, CASEY	854.49	0.00	660.83	Cleared
05/31/2023	FOA	DD8541	LUCE, MICHAEL T	3,656.46	0.00	2,688.68	Cleared
05/31/2023	FOA	DD8542	MAYER, JAMES L	52.50	0.00	46.26	Cleared
05/31/2023	FOA	DD8543	MCMULLEN, SUMMER L	646.00	0.00	545.19	Cleared
05/31/2023	FOA	DD8544	MITCHELL, MICHAEL E	52.50	0.00	48.48	Cleared
05/31/2023	FOA	DD8545	MORGANROTH, CAROL L	2,416.66	0.00	1,865.28	Cleared
05/31/2023	FOA	DD8546	MURPHY, THOMAS A	63.00	0.00	55.50	Cleared
05/31/2023	FOA	DD8547	NIXON, MITCHELL A	2,443.00	0.00	1,881.64	Cleared

Check Register Report For Hartland Township  
For Check Dates 05/16/2023 to 05/31/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/31/2023	FOA	DD8548	O'CONNELL, DENISE	646.00	0.00	458.25	Cleared
05/31/2023	FOA	DD8549	PETRUCCI, JOSEPH M	646.00	0.00	545.19	Cleared
05/31/2023	FOA	DD8550	RADLEY, JAMES W	1,080.00	0.00	900.30	Cleared
05/31/2023	FOA	DD8551	SHOLLACK, DONNA M	2,510.68	0.00	1,904.18	Cleared
05/31/2023	FOA	DD8552	SOSNOWSKI, SHERI R	1,967.49	0.00	1,527.02	Cleared
05/31/2023	FOA	DD8553	WEST, ROBERT M	4,466.67	0.00	2,723.74	Cleared
05/31/2023	FOA	DD8554	WYATT, MARTHA K	3,469.89	0.00	2,299.31	Cleared
05/31/2023	FOA	EFT680	FEDERAL TAX DEPOSIT	14,020.98	14,020.98	0.00	Cleared
05/31/2023	FOA	EFT681	MI DEPT OF TREASURY	4,281.40	4,281.40	0.00	Void
05/25/2023	FOA	17416	MISSION SQUARE	373.50	373.50	0.00	Open
05/25/2023	FOA	DD8555	VERMILLION, KAREN L	4,564.07	0.00	3,141.93	Cleared
05/25/2023	FOA	EFT682	FEDERAL TAX DEPOSIT	1,419.69	1,419.69	0.00	Cleared
05/25/2023	FOA	EFT683	MI DEPT OF TREASURY	4,469.11	4,469.11	0.00	Cleared
05/24/2023	FOA	17417	AMERICAN FAMILY LIFE ASSURANCE CO	32.30	32.30	0.00	Open

Totals:		Number of Checks: 048	98,821.19	32,762.99	48,345.10
Total Physical Checks:	7				
Total Check Stubs:	41				

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP  
CHECK DATE FROM 05/11/2023 - 05/11/2023

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/11/2023	FOA	43694	2016 SEWER BOND ACCOUNT	HUNTINGTON CASH 2016 BOND		** VOIDED **
05/11/2023	FOA	43695	2021 SEWER BOND ACCOUNT	HUNTINGTON CASH 2021 BOND		** VOIDED **
05/11/2023	FOA	43696	CONSUMERS ENERGY	STREET LIGHTS	101-448-921.000	86.51
		43696		UTILITIES - ELECTRIC	206-000-920.002	43.12
						<hr/> 129.63
05/11/2023	FOA	43697	DTE ENERGY	UTILITIES - ELECTRIC	101-751-920.002	165.70
05/11/2023	FOA	43699	2016 SEWER BOND ACCOUNT	HUNTINGTON CASH 2016 BOND	590-000-004.001	2,900,986.12
05/11/2023	FOA	43700	2021 SEWER BOND ACCOUNT	HUNTINGTON CASH 2021 BOND	590-000-004.002	2,021,000.00
			TOTAL - ALL FUNDS	TOTAL OF 6 CHECKS (2 voided)		4,922,281.45

--- GL TOTALS ---

101-448-921.000	STREET LIGHTS	86.51
101-751-920.002	UTILITIES - ELECTRIC	165.70
206-000-920.002	UTILITIES - ELECTRIC	43.12
590-000-004.001	HUNTINGTON CASH 2016 BOND	2,900,986.12
590-000-004.002	HUNTINGTON CASH 2021 BOND	2,021,000.00
	TOTAL	4,922,281.45

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/16/2023	FOA	43725	BRANDENBROOKE INVESTMENTS CORP	SPECIAL ASSESSMENT REFUNDS	537-000-404.100	1,216.01
05/16/2023	FOA	43726	STATE OF MICHIGAN	SPECIAL ASSESSMENT REFUNDS	537-000-404.100	593.96
			TOTAL - ALL FUNDS	TOTAL OF 2 CHECKS		1,809.97
---						
GL TOTALS						
537-000-404.100			SPECIAL ASSESSMENT REFUNDS	1,809.97		
			TOTAL	1,809.97		

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/18/2023	FOA	43727	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	401.11
		43727		UTILITIES - GAS	536-000-920.001	227.96
						<hr/> 629.07
05/18/2023	FOA	43728	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	203.60
		43728		EMPLOYMENT EXPENSE	101-192-716.000	64.06
		43728		EMPLOYMENT EXPENSE	101-215-716.000	60.52
		43728		EMPLOYMENT EXPENSE	101-253-716.000	121.04
		43728		EMPLOYMENT EXPENSE	101-400-716.000	171.57
		43728		EMPLOYMENT EXPENSE	101-441-716.000	222.10
		43728		EMPLOYMENT EXPENSE	536-000-716.000	175.11
						<hr/> 1,018.00
05/18/2023	FOA	43729	DTE ENERGY	UTILITIES - ELECTRIC	206-000-920.002	22.58
		43729		UTILITIES - ELECTRIC	536-000-920.002	31.68
						<hr/> 54.26
05/18/2023	FOA	43730	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-191-900.000	60.00
		43730		PRINTING & PUBLICATIONS	101-215-900.000	345.00
						<hr/> 405.00
05/18/2023	FOA	43731	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,100.52
		43731		EMPLOYMENT EXPENSE	101-192-716.000	1,162.90
		43731		EMPLOYMENT EXPENSE	101-215-716.000	1,279.20
		43731		EMPLOYMENT EXPENSE	101-253-716.000	581.45
		43731		EMPLOYMENT EXPENSE	101-441-716.000	3,198.04
		43731		EMPLOYMENT EXPENSE	536-000-716.000	2,180.47
						<hr/> 10,502.58
TOTAL - ALL FUNDS				TOTAL OF 5 CHECKS		12,608.91

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	2,100.52
001-000-257.101	ACCRUED DENTAL BENEFITS	203.60
101-191-900.000	PRINTING & PUBLICATIONS	60.00
101-192-716.000	EMPLOYMENT EXPENSE	1,226.96
101-215-716.000	EMPLOYMENT EXPENSE	1,339.72
101-215-900.000	PRINTING & PUBLICATIONS	345.00
101-253-716.000	EMPLOYMENT EXPENSE	702.49
101-265-920.001	UTILITIES - GAS	401.11
101-400-716.000	EMPLOYMENT EXPENSE	171.57
101-441-716.000	EMPLOYMENT EXPENSE	3,420.14
206-000-920.002	UTILITIES - ELECTRIC	22.58
536-000-716.000	EMPLOYMENT EXPENSE	2,355.58
536-000-920.001	UTILITIES - GAS	227.96
536-000-920.002	UTILITIES - ELECTRIC	31.68
	TOTAL	12,608.91



Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/22/2023	FOA	43732	COBALT COMMUNITY RESEARCH	CONTRACTED SERVICES	101-577-801.000	9,520.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		9,520.00
---						
GL TOTALS ---						
101-577-801.000			CONTRACTED SERVICES	9,520.00		
			TOTAL	9,520.00		

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/25/2023	FOA	43733	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,112.54
		43733		STREET LIGHTS	101-448-921.000	37.86
		43733		UTILITIES	101-567-920.000	16.09
		43733		UTILITIES - ELECTRIC	101-751-920.002	233.38
		43733		UTILITIES - ELECTRIC	536-000-920.002	2,784.62
						<hr/> 4,184.49
05/25/2023	FOA	43734	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	153.68
		43734		EMPLOYMENT EXPENSE	101-192-716.000	99.00
		43734		EMPLOYMENT EXPENSE	101-209-716.000	97.97
		43734		EMPLOYMENT EXPENSE	101-215-716.000	24.66
		43734		EMPLOYMENT EXPENSE	101-253-716.000	71.31
		43734		EMPLOYMENT EXPENSE	101-400-716.000	112.79
		43734		EMPLOYMENT EXPENSE	101-441-716.000	84.33
		43734		EMPLOYMENT EXPENSE	536-000-716.000	124.62
						<hr/> 768.36
05/25/2023	FOA	43735	VERIZON WIRELESS	DUE TO EMPLOYEES	101-000-232.000	112.00
		43735		REPAIRS & MAINTENANCE	101-209-930.000	80.02
		43735		TELEPHONE	101-265-851.000	790.26
		43735		TELEPHONE	536-000-851.000	261.46
		43735		CONTRACTED SERVICES & RENTALS	577-000-801.000	40.01
						<hr/> 1,283.75
05/25/2023	FOA	43736	VSP INSURANCE CO. (CT)	DECEMBER 2022 PREMIUMS	001-000-257.102	42.36
		43736		DECEMBER 2022 PREMIUMS	101-192-716.000	15.54
		43736		DECEMBER 2022 PREMIUMS	101-215-716.000	13.08
		43736		DECEMBER 2022 PREMIUMS	101-253-716.000	26.16
		43736		DECEMBER 2022 PREMIUMS	101-400-716.000	34.61
		43736		DECEMBER 2022 PREMIUMS	101-441-716.000	43.06
		43736		DECEMBER 2022 PREMIUMS	536-000-716.000	37.07
						<hr/> 211.88
TOTAL - ALL FUNDS				TOTAL OF 4 CHECKS		6,448.48

--- GL TOTALS ---

001-000-257.102	ACCRUED VISION BENEFITS	42.36
001-000-257.103	ACCRUED STD/LTD BENEFITS	153.68
101-000-232.000	DUE TO EMPLOYEES	112.00
101-192-716.000	EMPLOYMENT EXPENSE	114.54
101-209-716.000	EMPLOYMENT EXPENSE	97.97
101-209-930.000	REPAIRS & MAINTENANCE	80.02
101-215-716.000	EMPLOYMENT EXPENSE	37.74
101-253-716.000	EMPLOYMENT EXPENSE	97.47
101-265-851.000	TELEPHONE	790.26
101-265-920.002	UTILITIES - ELECTRIC	1,112.54
101-400-716.000	EMPLOYMENT EXPENSE	147.40
101-441-716.000	EMPLOYMENT EXPENSE	127.39
101-448-921.000	STREET LIGHTS	37.86
101-567-920.000	UTILITIES	16.09

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-751-920.002			UTILITIES - ELECTRIC			233.38
536-000-716.000			EMPLOYMENT EXPENSE			161.69
536-000-851.000			TELEPHONE			261.46
536-000-920.002			UTILITIES - ELECTRIC			2,784.62
577-000-801.000			CONTRACTED SERVICES & RENTALS			40.01
			TOTAL			6,448.48

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** 04-26-23 Hartland Township Board Special Meeting Minutes

**Date:** May 31, 2023

### **Recommended Action**

Move to approve the Hartland Township Board Special Meeting minutes for April 26, 2023.

### **Discussion**

Draft minutes are attached for review.

### **Financial Impact**

None

### **Attachments**

4-26-23 HTB Minutes - Draft

# HARTLAND TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING MINUTES

April 26, 2023 – 6:00 PM

## **DRAFT**

### **1. Call to Order**

The meeting was called to order by Supervisor Fountain at 6:00 p.m.

### **2. Pledge of Allegiance**

### **3. Roll Call**

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

ABSENT: Trustee Germane

Also present were Township Manager Bob West and Public Works Director Mike Luce.

### **4. Approval of the Agenda**

**Move to approve the agenda for the April 26, 2023 Hartland Township Special Meeting as presented.**

Motion made by Treasurer Horning, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Township Clerk Ciofu, Treasurer Horning, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: Trustee Germane

### **5. Call to the Public**

No one came forward.

### **6. Pending and New Business**

#### **a. Status update of the Livingston County Septage Receiving Station**

Supervisor Fountain stated that he, Manager West and Director Luce met with County Commissioner Wes Nakagiri and Livingston County Drain Commission representative Frank Ervin regarding the Septage Receiving Station (SRS). He stated that the County presented their thoughts on a solution to the SRS issues and then we showed them what the Board had talked about and agreed to, and we seemed to have reached a consensus. Manager West stated the meeting was in response to the Livingston County Finance and Asset/Management Committee (FAM) meeting where we informed the County that we were going to move forward with legal action on the breach of contract regarding being over the flow limit of 217 REU's. The notice for limiting flow per the Master Operating Agreement was sent to the County on January 13, 2023. In a good faith gesture, Manager West sent out invites to Livingston County representatives to sit down with the Township to discuss one last attempt to determine if there is any feasibility of moving forward with a solution. He then presented the chart of what the group collectively came up with as a solution. Manager West gave a brief overview of each item on the chart and discussion was held on the Readiness to Serve (RTS) retroactive payments to the Livingston Regional Sewer System and Hartland Township, the RTS payments moving forward based on the high five average concept, the hosting fee remaining with Hartland Township, the seven year agreement term, the provision for Tyrone Township and Hartland Township each having a seat on the Livingston County Board of Public Works (LCBPW) and

# HARTLAND TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING MINUTES

April 26, 2023 – 6:00 PM

the sole right to appoint the representative, Hartland Township having read-only access to the discharge meter at the SRS, and Livingston County agreeing to an immediate temporary restraining order provision for violations in the agreement.

Manager West stated that we are still proceeding with legal action and will serve the Livingston County Commissioners with an injunction in the next two weeks, and they will have 21 days to respond. He presented the advantages of the proposed agreement for Hartland Township and the SRS. He stated if agreed to by the Board we would have our legal counsel draft the agreement. He reiterated the agreement process will not delay the legal proceedings we are taking.

Supervisor Fountain gave a brief overview of how this meeting came about and stated he wanted the Board to meet tonight so that the Board can agree upon the message we communicated to the County and that though they may not want to agree to, they understand the issues and without an signed agreement we will continue with legal action.

Further discussion was held on Drain Commissioner Jonckheere's participation in discussions, Commissioner Nakagiri's role the process, the term of the Master Operating Agreement and the future of the SRS upon the end of the agreement, legal fees incurred and potential reimbursement, the allowable flow in the agreement being contingent on unused RTU's, and potential REU purchases options for the County.

The Board briefly reviewed and discussed some of the research data Manager West had put together regarding the County website information, state operating plan for the SRS, septage hauler locations and where septage is coming from, flow data highlighting days over the flow limit, SRS original design capacity, and responses to County questions. Manager West presented and gave a brief overview, of a flow chart of the billing process starting with Genesee County through sewer user.

Manager West stated that he plans to draft a letter to the County Commissioners, should the Board approve or support this agreement, indicating who we met with on what date and that there was a consensus and that we are presenting this in good faith to try and come up with a solution to this issue, even after we had started litigation. Supervisor Fountain stated that the letter should come from him and Manager West. Clerk Ciofu inquired as to the process regarding allowing flow on unused REU's and potential future scenarios were discussed. A brief discussion was held on the positives and negatives of the equalization system that is also being discussed by the County as it relates to flow levels and the restraining order provision that would be included in the agreement. It was consensus of the Board to make sure that any agreement discussions will not stop or delay any legal proceeding that has been started by the Township.

## **Move to approve the conceptual agreement.**

Motion made by Treasurer Horning, Seconded by Trustee Petrucci.

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

Voting Nay: None

Absent: Trustee Germane

# HARTLAND TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING MINUTES

April 26, 2023 – 6:00 PM

## 7. Adjournment

### **Move to adjourn the meeting at 7:00 p.m.**

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

Voting Yea: Supervisor Fountain, Township Clerk Ciofu, Treasurer Horning, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

Voting Nay: None

Absent: Trustee Germane

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** 05-16-23 Hartland Township Board Regular Meeting Minutes

**Date:** May 31, 2023

### **Recommended Action**

Move to approve the Hartland Township Board Regular Meeting Minutes for May 16, 2023.

### **Discussion**

Draft minutes are attached for review.

### **Financial Impact**

None

### **Attachments**

5-16-23 HTB Minutes - DRAFT



HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES  
May 16, 2023 – 7:00 PM

**DRAFT**

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Roll Call**

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

ABSENT: None

Also present were Township Manager Bob West (remote from Toronto, Canada), Planning Director Troy Langer, and Public Works Director Mike Luce.

**4. Approval of the Agenda**

**Move to approve the agenda for the May 16, 2023 Hartland Township Board Meeting as presented.**

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

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

Voting Nay: None

Absent: None

**5. Call to the Public**

A resident inquired as to where he could get a copy of the Board Package and was informed that they are all on the Townships website.

**6. Approval of the Consent Agenda**

**Move to approve the consent agenda for the May 16, 2023 Hartland Township Board Meeting as presented.**

Motion made by Treasurer Horning, Seconded by Trustee Petrucci.

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

Voting Nay: None

Absent: None

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. 04-06-23 Hartland Township Board Special Meeting Minutes - 6:30 p.m.
- d. 04-06-23 Hartland Township Board Special Meeting Minutes - 7:00 p.m.
- e. 04-18-23 Hartland Township Board Regular Meeting Minutes

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 16, 2023 – 7:00 PM

## 7. Pending & New Business

### a. Rezoning Application #23-001 (Bergin Road and Old US-23)

Planning Director Troy Langer gave a brief overview of the typographical error in the resolution that was previously approved by the Board at the last meeting. He stated that he discussed this with the Township Attorney who suggested the corrected resolution go back to the Board for approval. He included the staff report with the amended motion to deny the rezoning request as the Board had intended.

#### **Move to deny the Rezoning Application #23-001 as outlined in the Staff Memorandum and Amended Resolution.**

Motion made by Clerk Ciofu, Seconded by Trustee O'Connell.

Roll Call Vote Taken.

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

Voting Nay: None

Absent: None

Motion passes: 7-0-0

### b. Zoning Amendment #22-001 – Ordinance Amendment to Landscape Requirements to Section 5.7 (Dumpster Enclosure); Section 5.11 (landscaping and Screening); and Section 5.26 (Signs)

Planning Director Langer gave a brief overview of the proposed Ordinance to Amend Landscape Requirements to Section 5.7 (Dumpster Enclosure), Section 5.11 (Landscaping and Screening), and Section 5.26 (Signs). Director Langer stated this was to clarify confusing landscape requirements and to eliminate duplication of requirements. He provided an example of landscape mulch in landscape beds that were only maintained when new mulch was put in the bed. By reducing the requirements for landscape beds by allowing a greater lawn area that could be mowed on a regular basis it would make it easier for developers to maintain. He also discussed the monument sign requirements and the associated landscaping requirements around the monument sign that effectively block the beauty of the sign per the monument signage requirements. Therefore they are proposing to get rid of the requirement for monument sign landscaping and leave it up to the developer if they want to landscape around the sign. Other requirements that were slightly revised related to reducing the landscape requirements around dumpster enclosures, requirement that a landscape architect be required for all landscape plans, street tree requirements between the curb and sidewalks in developments, and alterations to the need for tree surveys in specific instances. He stated the Planning Commission (PC) recommended approval of the amendments and it went to the Livingston County Planning Commission, who also recommended approval of the amendments. Supervisor Fountain inquired as to whether these amendment would apply to existing developments that have a pattern book that would outline specific landscape requirements. Director Langer stated that this amendment is not necessarily going to address those pattern books, however there is a lot of mirroring between this ordinance and the pattern books. Trustee Germane inquired as to the update to the plant list and how it was determined. Director Langer stated that these changes were led by the highly regarded landscape architect we have on our PC, who pointed out there were many species no longer readily available as to the existing plant species on the list. Trustee Germane also inquired as to the landscape architect requirement and how this would be applied to a new owner of an existing building. Director Langer stated that we would work with the new owner in complying with our current ordinance, should they wish to make changes to the landscaping. Trustee Germane also inquired as to the referenced waiving of irrigation standards and Director Langer stated the current landscape ordinance requires irrigation. The amendment will allow for a waiver of the irrigation requirement provided the landscaping that would be put in would be to a standard that would be

## HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 16, 2023 – 7:00 PM

able to survive in the area not irrigated. Trustee Germane also inquired as to the policy regarding enforcing our landscape standards and Director Langer this would be a code enforcement issue where we try to work with those businesses to be fair in dealing with the issues they encounter in maintaining their landscape areas.

### **Move to approve the Amendment as Outlined in the Resolution.**

Motion made by Trustee Germane, Seconded by Trustee O'Connell. Roll call vote taken.

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

Voting Nay: None

Absent: None

Motion passes: 7-0-0

## **8. Board Reports**

Trustee O'Connell - No report.

Trustee McMullen - No report.

Trustee Petrucci - No report.

Clerk Ciofu - No report

Treasurer Horning - Stated the Farmers Market opened last Saturday and every booth was sold out with a waiting list of three or four people inquiring to join in. It was fun, even with the cool weather, to see people out visiting and shopping. It was a great opening day for the Farmer's Market

Trustee Germane - No report

Supervisor Fountain - Stated that the Large Item Clean Up day is this Saturday at the Hartland High School from 9:00 a.m. to 1:00 p.m. for all Hartland residents.

[BRIEF RECESS]

## **9. Information / Discussion**

### **Manager's Report**

Manager West stated that we are receiving feedback from the community regarding ticks in the park and he stated this is a state-wide issue and we are exploring options to see what we can do to minimize the problem. He also stated that this is the time of the year that our gravel roads become dry and dusty, and that road chloride is applied every year around the holidays and is on schedule. Manager West informed the Board that employee health care costs are increasing, but came in under our budgeted amount. He stated liability and property insurance were also up as worker's compensation was higher than what we budgeted, due to the addition of the new water system employee. Manager West gave a brief update on the Septage Receiving Station regarding the pending claim that has been filed.

### **Safer Roads Plan Millage Review**

Manager West gave a brief overview of the results of the road projects from the original 2014 Safer Roads Millage that generated around \$9 million dollars. He provided a detailed chart of the completed projects included in the original Safer Roads Plan and the additional projects that were completed due to cost savings from the original projects. He then presented a plan for a potential renewal of the Road Millage in 2024. He stated that 100% of the 2014 Safer Roads Millage was used for Hartland Township Roads. Supervisor Fountain stated the we have done a lot of sidewalks in the Township and he inquired as to whether the road millage funds were used for these

## HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 16, 2023 – 7:00 PM

projects. Manager West stated the initial 2014 millage plan included pathways throughout the Township. The 2014 Roads Task Force, a committee of around 30 residents within the community, stated that if we were to do the road millage, it should be 100% used for roads, and the pathways portion of the plan was removed. At that time, the Township Board stated that they would fund the pathways plan over ten years if the millage passed, so all of the millage funds were dedicated to roads. Manager West then presented a potential road renewal plan that would need to go before the residents for approval. Primary projects would be the paving of Pleasant Valley and Bergin Road. He stated that they have worked closely with the Livingston County Road Commission (LCRC) to develop a cost sharing plan that would effectively get \$17 million of road projects completed for a \$9.4 million millage over ten years if approved. A resident inquired as to the paving of Clyde Road. Manager West stated that Oakland County received federal “urban grant” funds to pave their portion of Clyde Road. We are not classified as urban at this time but, we are fairly close, and Manager West stated he would not want to spend a large sum of money to pave Clyde Road and find out in a few years we would have access to federal funds to complete this project. Treasurer Horning stated that a while back, residents of Clyde Road did not want Clyde Road paved due to traffic and speed issues. Trustee Petrucci requested that the presentation of the proposed millage renewal include a paragraph regarding the extensive process the Township has taken to propose this millage renewal and to make the presentation documentation more easily understandable for the residents of the Township.

Trustee Germane inquired as to the Old US-23 repaving project and Manager West stated that the LCRC generally does not start major road projects until school lets out, so he believes the project would have a late June starting date. Trustee Germane also stated that he understands that MDOT will be finishing up pavement marking on the M-59 road construction that was done last year and he inquired as to whether we could get MDOT to restripe under the US-23 bridge as these markings are very faded. Manager West stated that because this is a turning area the tires from vehicles wear out the pavement markings there much quicker. He stated he will discuss this with MDOT and said that we are also looking at the feasibility of having additional lights placed under the bridge. Trustee Germane then inquired as to the milestones that need to be completed to get this on the ballot. Manager West stated that it will partly depend on the responses to the Citizens Survey and a potential town hall meeting with residents regarding the issue. Clerk Ciofu stated that it is important in proposing this potential new millage, that we communicate the LCRC cost sharing aspect that would allow us to get \$17 million of road repairs with our \$9.4 million proposal.

### 10. Adjournment

#### **Move to adjourn the meeting at 8:00 p.m.**

Motion made by Clerk Ciofu, Seconded by Trustee McMullen.

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

Voting Nay: None

Absent: None

## Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Susan Dryden-Hogan, Finance Director

**Subject:** July 2023 Benefit Renewals

**Date:** May 31, 2023

### Recommended Action

Motion to approve the employee benefit renewals as presented.

### Discussion

The Township Manager and Finance Director have met with our benefit consultants, Grace & Porta. The following premium increases will take effect on July 1, 2023. The net increase of 8.97% is within the budgeted amounts for the fiscal year 2024.

- Medical – 9% (under budget)
- Dental – 9.6% (over budget slightly, and includes a benefit enhancement)
- Vision – (8.6%) decrease (under budget)
- Supplemental Insurance – 2.22% increase (STD), 0.0% (LTD) and 39.29% increase (Life)

Note: Supplemental Insurance, which includes short-term disability, long-term disability, life and accidental death and dismemberment, is a very small percentage (7.8%) of our overall benefits. While the increase for Life insurance coverage is large, the actual impact is \$885.

### Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

No budget amendments are necessary at this time.

### Attachments

None.

# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Troy Langer, Planning Director

**Subject:** Site Plan Application SP/PD #23-004 – Courtyards of Hartland Planned Development Final Plan, a Single-Family Residential Planned Development

**Date:** May 31, 2023

## Recommended Action

**Move to recommend approval of Site Plan Application #23-004, the Final Planned Development Site Plan for the Courtyards of Hartland Planned Development, as outlined in the attached resolution.**

## Discussion

**Applicant:** Khurram Baig

### Site Description

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

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

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

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

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

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

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

with 2755 Arena Drive.

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

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

### **Site History**

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

### **Site Plan Application #20-004**

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

### **Land Division Application #20-004**

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

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

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

### **Site Plan/PD Application #22-006 (Hartland Senior Community Planned Development – Preliminary Plan)**

The Preliminary Planned Development Site Plan for Hartland Senior Community PD (now Courtyards of Hartland PD) was reviewed by the Planning Commission under SP/PD #22-006. On July 14, 2022, the Planning Commission held a public hearing for the project, and recommended approval.

The Township Board approved SP/PD #22-006 at their regular meeting on August 3, 2022. Approval of the Preliminary PD included the following conditions:

1. The Preliminary Planned Development Site Plan for Hartland Senior Community, SP PD #22-006, is subject to the approval of the Township Board.
2. Waiver request on the minimum lot size requirement for a planned development, being less than 20 acres, is approved.
3. As part of the Final Plan Review, the applicant shall secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Hartland Sports

Center, at 2755 Arena Drive), and the document shall be in a recordable format. In the event the applicant is not able to reach an agreement with the adjacent property owner for said access drive connection, the applicant shall install their portion of the emergency access drive on the planned development property and provide applicable easement documents that are to be properly executed and recorded.

4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandums, dated July 26, 2022, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, Hartland Deerfield Fire Authority, and all other government agencies, as applicable.

The Planning Commission recommended approval of the Final PD at their May 25, 2023 regular meeting.

### **Planned Development Procedure**

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

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. The public hearing for the Preliminary Plan for SP/PD #22-006 was held at the Planning Commission meeting on July 14, 2022.

The Final Planned Development Site Plan review stage is an opportunity for the Planning Commission and Township Board to affirm that any conditions imposed at the Preliminary review stage have been addressed on the Final Plan, and also to review the Planned Development Agreement along with any other legal documentation (condominium master deeds, bylaws, easements, etc.). The site's layout is not intended to change significantly between the Preliminary and Final submittals, save for any revisions imposed as a condition of Preliminary approval. Section 3.1.18.E.iii. has specific requirements for the information to be included within a Final Planned Development Site Plan submittal, most notably the Development Agreement and other legal documentation.

Per Section 3.1.18.D. (Procedures and Requirements), approval of the Final Plan by the Township Board usually constitutes an amendment to the Zoning Ordinance, and effectively is a rezoning of the subject property to PD (Planned Development). In this case, the PD project area is currently zoned CA (Conservation Agricultural). The subject property will be rezoned to PD (Planned Development) upon approval of the Final Plan by the Township Board.

### **Overview of the Plan and Proposed Use**

The proposed single-family residential Planned Development contains thirty-two (32) detached ranch style condominium units. The target buyers are 55-plus years old, without children, and are to be owner occupied.

Several housing options are available. The housing styles include a single-story ranch style house with two



(2) bedrooms and an attached two (2) stall garage. Other options include a three (3) bedroom house with an optional second floor bonus room and a three (3) stall garage. Each unit has a private outdoor courtyard on the side of the house. The unit square footage ranges in size from approximately 1,519 square feet to 4,060 square feet. The units are built on a slab (no basement).

Sheet 4 (Unit Plan) of the Condominium Subdivision Plan set shows the site layout of the thirty-two (32) condominium units. The building envelope and setbacks for each unit are shown. It is assumed that the house and all built features will be constructed within the unit building envelope.

### **Legal Documents and Submittals**

As noted previously, the primary focus of the Final Site Plan stage of the planned development review process is the legal documentation. The documentation memorializes the developer's obligations and sets forth the terms and conditions negotiated and to be agreed to by the applicant and the Township. Approval of the planned development proposal is based on the Final Plan and the legal documentation.

Draft versions of the Master Deed, Condominium Bylaws, and Condominium Subdivision Plan were submitted by the applicant.

Typically, an executed Master Deed and Condominium Bylaws are recorded with the Register of Deeds; however, the Condominium Subdivision Plan (Exhibit B in this case) may or may not be recorded as part of the Planned Development Agreement. The Construction Plan set serves as the approved Final Plan and is not recorded with the Register of Deeds.

Additionally, approval of the Final Plan by the Township Board constitutes a rezoning of the subject property from CA (Conservation Agricultural) to PD (Planned Development), and an amendment to the Township zoning map.

The following is a brief discussion of the submitted documents.

### **Master Deed**

The draft document has been reviewed by the Township Attorney and the Planning Department. The Township Attorney has provided comments on the draft Master Deed. The version with the Attorney's comments is provided as an attachment.

The Attorney asked that language be added in the Master Deed that covers repair of private roads, storm sewers, and detention basins. In particular, that the Township should have the ability to notify the Association of any failure and give the Association sixty (60) days to perform the repair work. If the Association fails to adequately perform the work, then the Township can perform the work and seek reimbursement, including the payment of liens on condominium units. It is also suggested that language be added allowing the Township to have approval rights for any amendment to the Master Deed.

The applicant has received those comments but has not had time to make the changes to the document. The revised Master Deed should be resubmitted for review by the Township Attorney. The final document shall be subject to the approval of the Township Attorney.

### **Condominium Bylaws (Exhibit A to the Master Deed)**

The draft document was forwarded to the Township Attorney for review however no changes were recommended.

### **Condominium Subdivision Plan (Exhibit B to the Master Deed)**

The Condominium Subdivision Plan (Exhibit B), dated September 29, 2022, was submitted and includes a site survey/flood plan, as well as site, unit, and utility plans for the development. The cover sheet has the legal description of the parcel.

During the discussion of SP/PD #22-006 (Preliminary PD Site Plan) at the Planning Commission, minor changes to the plans were required, which were to be addressed on the Final Plan. Those revisions will be addressed on the Construction Plan set. The Construction Plan set will be considered as the approved Final Plan.

#### **Emergency Ingress/Egress and Drain Easement Agreement**

The applicant has provided a draft document that includes two (2) separate easements, entitled as Emergency Ingress/Egress and Drain Easement Agreement. This document is discussed below.

#### **Emergency Ingress/Egress Easement Agreement**

As a condition of approval of SP/PD #22-006 (Preliminary PD Plan), the applicant is to secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Hartland Sports Center, at 2755 Arena Drive), to be submitted as part of the Final PD. The document is to be in a recordable format. In the event the applicant is not able to reach an agreement with the adjacent property owner for the access drive connection, the applicant is to install their portion of the emergency access drive on the planned development property and provide applicable easement documents that are to be properly executed and recorded. The gating system for the emergency access drive connection will be reviewed as part of the Construction Plan set.

The applicant has provided a draft version of the emergency ingress/egress easement agreement that includes a legal description of the ingress-egress easement area (approximately 22-feet wide with variable width) and a survey showing the easement area. Essentially the easement area is shown within the existing parking lot of Hartland Sports Center.

#### **Drain Easement Agreement**

The subject property (Courtyards of Hartland) contains an existing, active drainpipe emanating from the Hartland Sports Center property, in the northwest corner of the Courtyards site, thus encroaching onto the site. A draft easement agreement for the drainpipe is offered and includes a legal description and plan of the Drainpipe Easement Area.

The Township Attorney is reviewing the document and comments are forthcoming. The staff memorandum incorporates an approval of the Master Deed and any easements that would be subject to the approval of the Township Attorney. Once approved, the applicant is required to record the Emergency Ingress/Egress and Drain Easement Agreement.

#### **Lift Station Easement**

An easement for the proposed lift station may be required but a draft document was not provided. When the document is submitted, it will be reviewed by the Township Attorney and/or the Township Engineer Consultant.

#### **Rezoning of the subject property**

*Per Section 3.1.18.D.vii.b., Effect of Approval. Approval by the Township Board of a planned development proposal shall constitute an amendment to the Zoning Ordinance. All improvements and use of the site shall be in conformity with the planned development amendment and any conditions imposed. Notice of the adoption of the amendment shall be published in accordance with the requirements set forth in this Ordinance. The applicant shall record an affidavit with the register of deeds containing the legal*

*description of the entire project, specifying the date of approval, and declaring that all future improvements will be carried out in accordance with the approved planned development unless an amendment thereto is adopted by the Township upon request of the applicant or his successors.*

In this case the current zoning of the subject property is CA (Conservation Agriculture). Once approved the property will be zoned PD (Planned Development) and will remain with the property as the zoning designation.

**Other Requirements-Zoning Ordinance Standards**

Nothing at this time.

**Township Engineer's Review**

No comments at this time.

**Hartland Deerfield Fire Authority Review**

Please see the review letter dated May 15, 2023. The Fire Authority recommends approval with contingencies, as outlined in the letter.

**Hartland Township DPW Review**

No comments at this time.

**Attachments**

1. Resolution to Approve
2. Hartland Deerfield Fire Authority letter dated 05.15.2023 – PDF version
3. Draft Master Deed – PDF version
4. Draft Condominium Bylaws – PDF version
5. Draft Emergency Ingress-Egress and Drain Easement Agreement – PDF version
6. Attorney edits for Master Deed – PDF version
7. SP PD #22-006 Approval letter 08.04.2022 – PDF version
8. Draft Condominium Subdivision Plan dated 09.29.2022 – PDF version

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2023 Planning Commission Activity\Site Plan Applications\SP PD #23-004 Courtyards of Hartland Final PD\Staff Reports\Planning Commission\SP PD #23-004 Final TB staff report TB 06.01.2023.docx



**Board of Trustees**

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Kathleen A. Horning, Treasurer

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

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**RESOLUTION NO. 23-\_\_**

**RESOLUTION TO ADOPT ORDINANCE NO. \_\_\_\_\_,  
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on \_\_\_\_\_, at 7:00 pm.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

**WHEREAS**, the subject property currently undeveloped and consists of one (1) tax parcel, being tax parcel 4708-22-400-028 (9.58 acres); and

**WHEREAS**, the current zoning of the property indicates the parcel is currently zoned in the CA (Conservation Agricultural) category; and

**WHEREAS**, the Hartland Township Future Land Use Map depicts the property in the Multiple Family Residential category; and

**WHEREAS**, amending the Zoning Map, for the subject property, to the PD (Planned Development) category, based on the proposed development, as approved in Planned Development Site Plan #23-004, would be consistent with the Future Land Use Map designation; and

**WHEREAS**, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject property; and

**WHEREAS**, the Township Planning Commission reviewed the conceptual plan, under Site Plan Application #22-004 on April 14, 2022; and

**WHEREAS**, the Township Board reviewed the conceptual plan, under Site Plan Application #22-004, on May 3, 2022; and

**WHEREAS**, the Township Planning Commission held a public hearing for comments on the proposed Preliminary Planned Development (PD) Site Plan #22-006 on July 14, 2022; and recommended approval to the Township Board; and

**WHEREAS**, the Township Board approved the Preliminary PD on August 3, 2022; and

**WHEREAS**, the Planning Commission recommended approval of the Final PD, which will amend the Zoning Map from CA to PD at its May 25, 2022; regular meeting; and

**WHEREAS**, the Township approves Site Plan #23-004 Planned Development, subject to the following conditions:

1. The Final Planned Development Site Plan for the Courtyards of Hartland Planned Development, SP/PD Application #23-004, is subject to the approval of the Township Board.
2. Final approval of the Courtyards of Hartland Planned Development (SP/PD Application #23-004) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The subject property, which constitutes the planned development project area (9.58 acres), and is to be rezoned to PD, is as follows:
  - a. Tax Parcel ID #4708-22-400-028 (9.58 acres in area); currently zoned CA (Conservation Agricultural).
3. Waiver request on the minimum lot size requirement for a planned development, being less than 20 acres, is approved.
4. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 18, 2023, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.
5. The Master Deed and Condominium Bylaws shall comply with the requirements of the Township Attorney.
6. Easements shall comply with the requirements of the Township Engineer Consultant and/or the Township Attorney.

7. As part of the Final Plan Review, the applicant shall secure an ingress-egress easement agreement for the proposed access drive connection to the adjacent property to the west (Hartland Sports Center, at 2755 Arena Drive), and the document shall be in a recordable format. In the event the applicant is not able to reach an agreement with the adjacent property owner for said access drive connection, the applicant shall install their portion of the emergency access drive on the planned development property and provide applicable easement documents that are to be properly executed and recorded.
8. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, and all other government agencies, as applicable.
9. Applicant complies with any requirements of the Hartland Deerfield Fire Authority, as outlined per Preliminary PD approval (Site Plan/PD #22-006), on July 14, 2022 (Planning Commission meeting).

**WHEREAS**, the Township Board has determined that amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

**NOW THEREFORE**, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, ("Ordinance"), Ordinance No. \_\_\_\_\_, Ordinance to Amend the Township Zoning Map, as outlined in Ordinance \_\_\_\_.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN                     )  
   )  
 COUNTY OF LIVINGSTON                )

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by Board of said Township at a regular meeting held on the \_\_ day of \_\_\_\_\_, 2023.

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Larry N. Ciofu, Hartland Township Clerk

## EXHIBIT A

### HARTLAND TOWNSHIP BOARD OF TRUSTEES LIVINGSTON COUNTY, MICHIGAN ZONING MAP AMENDMENT NO. \_\_\_\_\_

#### THE TOWNSHIP OF HARTLAND ORDAINS:

**Section 1. Amendment of Township Zoning Map.** Amend the Zoning Map from HDR (High Density Residential) and CA (Conservation Agricultural) to PD (Planned Development) for Tax Parcel Number 4708-22-400-028, which consists of approximately 9.58 acres, located north of Highland Road (M-59) and on Bella Vita Drive, in Section 22 of Hartland Township.

**Section 2. Validity and Severability.** Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 3. Repealer Clause.** Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4: Effective Date.** This Ordinance shall become effective immediately following publication.





HARTLAND DEERFIELD FIRE AUTHORITY  
**HARTLAND AREA FIRE DEPT.**

3205 Hartland Road  
Hartland, MI. 48353-1825

Voice: (810) 632-7676  
E-Mail: firemarshal@hartlandareafire.com

May 15, 2023

To: Hartland Township Planning Commission  
c/o: Zoning Department

Re: Courtyards of Hartland Site Condominium

This review and the following comments are upon the Courtyards of Hartland Site Condominium Site Plan, dated 9-29- 2022.

1. Exterior of all structures including siding, soffit, and fascia will be using Class A fire-rated material per Planning Commission meeting on July 14, 2022.
2. Development to provide Supra Brand Rapid Entry Key Box, for the emergency access gate from Arena Drive (fire department to provide order form). Crash gate is not an acceptable option.

Jon Dehanke  
Captain

**MASTER DEED**  
**OF**  
**THE COURTYARDS OF HARTLAND**

Livingston County Subdivision Plan No. \_\_\_\_\_

DEVELOPER:  
Courtyard of Hartland, LLC

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## **MASTER DEED OF THE COURTYARDS OF HARTLAND CONDOMINIUM**

This Master Deed is signed and delivered on \_\_\_\_\_, by Courtyard of Hartland, LLC, a Michigan limited liability company, of 25200 5 Mile Road, Redford, Michigan 48239 (“Developer”), 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 Hartland Senior Community Site Condominium (the Project), in Hartland, Livingston County, Michigan, on a parcel of land as described in section 2.

**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 (Unit), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

**1.4 Owner Rights.** Each owner of a Unit (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.

**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 regarding the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of The Courtyards 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:

- a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.
- b. *Association or Association of Owners* means The Hartland Senior Community Site Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* mean the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* mean 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.
- e. *Condominium Bylaws* mean Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* mean this Master Deed with its forms, 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.
- g. *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.
- h. *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.

- i. *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.
- j. *Owner/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.
- k. *Developer* means Courtyard of Hartland, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.
- l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.
- m. *General Common Elements* mean the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.
- n. *Limited Common Elements* mean the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.
- o. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.
- p. *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.
- q. *Project* or *Condominium* means The Courtyards of Hartland Condominium, a residential site condominium development of thirty-two (32) Units established under the provisions of the Act.
- r. *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.
- s. *Township* means Hartland Township, located in the County of Livingston, State of Michigan.

**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**

**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); common walking trail; 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. **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;
- d. **Gas:** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- e. **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;
- f. **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;
- g. **Storm Drainage:** the storm drainage and water retention system throughout the Project;
- h. **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;
- i. **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;
- j. **Project Entrance Improvements:** any entry signage and other improvements located at or near the entrance to the Project; and
- k. **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.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

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

- a. **Utility Service Lines:** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television, and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;
- b. **Subterranean Land:** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;
- c. **Subsurface Improvements:** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
- d. **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;
- e. **Yard Lights:** the yard lights and bulbs installed on each yard area to illuminate the house number and driveway on that Unit;
- f. **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.** Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

- a. **Co-Owner Responsibility for Units and Express Exceptions for Certain Limited Common Elements.** It is anticipated that a separate residential dwelling (including attached garage and an enclosed courtyard area) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any appurtenances contained therein, including but not limited to the enclosed courtyard area of each Unit, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent



that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

- b. **Unit Improvements and Other Co-Owner Responsibilities.** 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.
- c. **Association Responsibility for Units and Common Elements.** It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway and contiguous patio/yard area. Except as provided for in Section 4.3(a) and Section 4.5, the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units, Appurtenances, and Limited and General Common Elements as it may deem appropriate (including, without limitation, snow removal from driveways, and maintenance of any yard area not within the enclosed courtyard area).
- d. **Failure of Co-Owner to Maintain.** If a Co-Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Co-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 regarding 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.
- e. **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.

- f. **Maintenance of Detention Areas.** As provided in Section 4.3(c), the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to the General Common Elements, which includes the detention area(s). At a minimum, the Association shall inspect and monitor the sediment buildup in the detention area(s) once annually. The Association shall remove any excess sediment buildup, as needed.

**4.4 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 regarding 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.

**4.5 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.

**4.6 Boundary Relocation.** Subject to the written approval of the Township, the boundaries of 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. The Board must give its express written consent for any boundary relocation, which it may grant or refuse in its sole and unfettered discretion.

#### **4.7 Unit Subdivision.**

- a. An Owner may subdivide a Unit into 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, all other applicable laws and ordinances, and with the provisions of subsection 4.7(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 this section. No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds majority of the board, which shall not be unreasonably withheld. If 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.

**4.8 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 nor 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.** 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 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total percentage value of the Project is 100, 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 Livingston County register of deeds office.

**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, as 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. CONTRACTABILITY OF CONDOMINIUM**

**6.1 Limit of Unit Contraction.** The Project established by this Master Deed consists of thirty-two (32) Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developers sole discretion but subject to the Condominium Documents.

**6.2 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 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.

**6.3 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.

**6.4 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 100 percent for the entire Project resulting from any amendment.

**6.5 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 (a) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (b) 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 7. CONVERTIBLE AREAS**

**7.1 Designation of Convertible Area.** All of the land of the Condominium is hereby designated a Convertible Area. All land in the convertible area may be converted from Units to General Common Elements or Limited Common Elements or from General Common Elements or Limited Common Elements to Units with the express written approval of the Township.

**7.1 Limits of Conversion.** The Project established by this Master Deed initially consists of thirty-two (32) Condominium Units and may, at Developer's election, be increased by the creation of a maximum of 10 additional Units within the Convertible Areas defined in section 7.2. Any conversion is subject to the written approval of the Township.

**7.2 Conversion Rights.** The number of Units in the Project may, at Developer's option and subject to the approval of the Township, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the 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.

**7.3 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.

**7.4 Amendments to 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, but shall be subject to approval of the Township, and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.

**7.5 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.

**7.6 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 8. EASEMENTS**

### **8.1 Easements for Maintenance and Related Matters.**

- a. Encroachments. If all or 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 of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any partial or total destruction.
- b. Maintenance and Utilities. Perpetual easements shall also exist and are hereby granted to, through, over, under and across the Condominium Premises, including all Units and interior walls, (a) in favor of the Developer, the Association and all Co-Owners for the maintenance and repair (including replacement) of Common Elements and Units, and (b) in favor of the various utility companies providing service and the Township, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services." These easements include, without limitation, the right to obtain access to Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.
- c. Structural Support. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

## 8.2 Easements Retained by Developer.

- a. Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer, its successors and assigns, hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual, non-exclusive easement for the unrestricted use of all road and walkways now or hereafter located in the Condominium Project for the purpose of: (i) ingress to and egress from all or any portion of: the Condominium Premises, including any property hereafter contracted out of the Condominium; the Contraction Property, as defined herein, whether or not it is removed from the Condominium Project; any other land adjacent to or in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer; complying with any governmental regulation, or installing and servicing the roads, utility drains as shown on the Condominium Subdivision Plan attached hereto as Exhibit B; or for any other lawful purpose, including installation of utilities.
- b. Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model Units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.
- c. Repair and Replacement. The Developer retains for the benefit of itself and to all assigns or designated representatives and any utility company and the Township, and to the burden of the Condominium Premises, the right to enter the Condominium Project for the purpose of exercising any of the Developer's rights described herein, including the right to and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities. Such right shall include the right granted to the Township to maintain, repair, replace or inspect any Common Elements or Limited Common Elements that are the responsibility of the Developer or the Association under the Condominium Documents in the event, in the reasonable opinion of the Township, such responsibility is not being maintained by the Developer or the Association and is causing a potential threat to the health, welfare or safety of the public or the Members. No actions taken by the Township shall in any respect be deemed to create any obligation or liability for the Limited Common Elements or Common Elements. The Association shall be deemed to hold the Township harmless from any and all liabilities, claims, costs, or expenses that may arise as a result of claims filed against the Township by third parties which result specifically from the failure of the Developer or Association to repair, maintain or replace any Limited Common Elements or Common Elements. In the event the Township takes any action under this section to repair, maintain or replace any Limited Common Elements or Common Elements, the Association shall reimburse the Township for all costs thereof within fifteen (15) days of billing or the same shall become a lien upon the Condominium Premises.
- d. Hook-Up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and hereby grants for the benefit of any appropriate utility company and the Township, perpetual easements to enter

upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Real Property described in Article II hereof, or as indicated on Exhibit B to this master Deed, to service all or any portion of the condominium project or other property outside the Condominium Project.

- e. Future Utility Easements. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Common Elements to (i) appropriate governmental agencies, including the Township or public utility companies, (ii) any property hereafter contracted out of the Condominium, the Contraction Property, or any other land adjacent to or in the vicinity of the Condominium Project now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the use of, any Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Plan, which amendment shall be recorded in the Livingston County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.
- f. Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way over, under and across the Common Elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. The Association shall not grant any such right that materially adversely affects any Co-owner without the consent of such Co-owner.
- g. Modification of Easements. No easements or right established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and Mortgagee benefiting from such easement or right.

### **8.3 Reserved Easements.**

- a. Dedication of Right-of-Way. The Developer reserves the right, at any time during the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Such dedication shall also include all gas and water lines, and all streetlights, located within the right-of-way. To facilitate the public right-of-way, parking shall be prohibited on all of the roadways in the Condominium Project at all times. Any



and all retaining walls that are located within the right-of-way shall remain General Common Elements and shall be maintained as required pursuant to Article V hereof. In the event any roadway within the Condominium Project is dedicated to and accepted by the Township, not only shall any and all retaining walls within such road right of way remain general common elements, it is especially understood that the Township will be indemnified and held harmless from any and all responsibility or liability for costs of any kind however incurred, related to these retaining walls. Under no circumstances shall the Township have any obligation to repair, maintain, or replace any portion of any retaining walls within the condominium premises. Any and all costs, responsibilities or liabilities in any way related to or incurred as a result of the retaining walls shall be the clear and express responsibility of the Association and the co-owners. Under no circumstances will the Township have any liability or responsibility to the Association or any individual co-owner, their guests, invitees, or family members.

- b. Dedication of Certain Utilities. The Developer or the Association as the case may be shall dedicate to the public all such sanitary sewer and water mains or storm drainage system that are within the road right of way and that are not defined as general common elements herein. The sanitary sewer system shall include the sanitary lift and pumping station.
- c. Storm Sewer and Detention Basin Easement. The Developer reserves the right, at any time during the Development and Sales Period, to grant easements to the Township for the maintenance, inspection, testing and repair of the storm sewer system and detention basin constituting General Common Elements and located within and serving the Condominium Project. The Association shall be responsible for repair and maintenance of the storm sewer and detention basin. In the event the Association fails to properly maintain or repair those portions of the sanitary sewer, water system, the storm sewer and detention basin that are identified as general common elements, the Township shall have the right, but not the responsibility, to enter onto the Condominium Premises and conduct needed repairs and/or maintenance. In such event, the Association shall be responsible for reimbursing the Township for the costs and expenses incurred in connection with such maintenance and repair, which costs and expenses shall be assessed to all Co-Owners according to their Percentages of Value. In the event the Association fails to properly maintain or repair, or fails to properly reimburse the Township as provided herein, the Township shall assess all co-owners for such costs plus a 25% administrative fee which shall be assessed and billed on the next property tax bill for each such co-owner according to their respective percentages of value and become a lien upon their property accordingly.
- d. Agreement with Livingston County Drain Commission. The Condominium Project shall be subject to the terms and conditions of an agreement between the Developer and the Livingston County Drain Commission relating to the road crossing on the right-of-way of Livingston No. 13 Drain located on the Condominium Premises.
- e. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Township, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by the Township service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be

for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

- f. **Termination of Easements.** Developer reserves the right with the prior approval of the Township to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. 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 on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## **Section 9. AMENDMENT, TERMINATION, AND WITHDRAWAL**

**9.1 Preconveyance 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 Livingston County register of deeds office.

**9.2 Postconveyance 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 as 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 forms 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 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 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 Livingston County register of deeds office.
- 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.

#### **9.4 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 the Units or improvements in the Project that are identified as "need not be built" during a period ending 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 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

- b. **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in section 10.4(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 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 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 10. 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 Livingston County register of deeds office.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER

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Courtyard of Hartland, LLC  
Khurram M. Baig  
Its: Owner

STATE OF MICHIGAN     )  
LIVINGSTON COUNTY    )

Acknowledged before me in Livingston County, Michigan on **[date]**, by **[name of acknowledging partner or agent]**, **[partner / agent]** on behalf of **[name of partnership]**, a partnership.

**[Signature line]**

**[Notary public's name, as it appears on application for commission]**

Notary public, State of Michigan, County of Livingston.

My commission expires **[date]**.

**EXHIBIT A**

**CONDOMINIUM BYLAWS**

**COURTYARDS OF HARTLAND CONDOMINIUM  
ASSOCIATION**

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## **CONDOMINIUM BYLAWS**

### **HARTLAND SENIOR COMMUNITY SITE CONDOMINIUM ASSOCIATION**

#### **Section 1. ASSOCIATION OF OWNERS**

**1.1 Organization.** The Courtyards of Hartland is a residential site condominium project located in Hartland, Livingston County, Michigan, being developed in a single phase to comprise a maximum of thirty-two (32) 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 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 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, 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 require a majority exceeding a simple majority.

### **Section 3. MEETINGS AND QUORUM**

**3.1 Initial Meeting of Members.** The initial meeting of the members of the Association may be convened only by Developer and may be called at any time after 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) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper 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.

**3.2 Annual Meeting of Members.** After the initial meeting has occurred, annual meetings of the members shall be held each year on a date and at a time and place selected by the Board of Directors. At least 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 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

**3.3 Advisory Committee.** Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper 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 Developer-appointed Board of Directors and the nondeveloper 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.

**3.4 Board Composition.** Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper 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 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

**3.5 Owner Control.** If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper 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.

**3.6 Mathematical Calculations.** If the calculation of the percentage of members of the board that the nondeveloper 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 nondeveloper Owners results in a right of nondeveloper 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.

**3.7 Quorum of Members.** The presence in person or by proxy of 35 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 regarding 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 as 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 90 days after the initial meeting has been held and on 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 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.

**4.4 Maintenance, Repair, and Replacement.** The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of 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.

**4.5 Reserve Fund.** The Association shall maintain a reserve fund to be used for major repairs and replacement of the Common Elements, as provided by 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 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.

**4.6 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.

**4.7 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.

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

**4.9 Indemnification.** All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 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 \$5,000 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 \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (iii) 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 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 4 equal quarterly 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 regularly.

**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. 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 as 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. **Pretturnover 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 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. **Postturnover 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 regarding 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 regarding 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 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 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. **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, unless prior written approval for changes is obtained from the Architectural Review Committee.
- d. **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 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 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, walkways, 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 Developer. If Developer decides in its sole discretion to not construct any residence or other structure, that residence or other structure 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 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 Type and Materials.** The residential buildings added hereby shall be of traditional architectural style, ranch type (although some Units have an optional bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a courtyard patio area with a concrete or paver patio and an exterior driveway/parking area immediately in front of the Unit's attached garage. Some Units have a covered, screened or enclosed porch or deck as part of the Unit. Units initially a part of the Condominium do not have basements. Each of the buildings added hereby is of wood frame construction, on a poured concrete foundation, with an exterior of composite wood product siding, brick and/or cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are some or all of: wood, wood product, glass, concrete, cultured stone, brick, vinyl soffit, aluminum fascia, asphalt shingle, wood composite siding, and drywall. Driveways may be of asphalt or 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—1,600 sq. ft.
  - Two-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.
- d. **Letter and Delivery Boxes.** The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either

install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

**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 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 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 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 Setback Lines.** 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 setback is obtained from the applicable authority. If compliance with these setback 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. When 1<sup>1</sup>/<sub>2</sub> or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

**7.14 Building Height.** The height of any building shall not be more than 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 Construction in Easements.** No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

**7.17 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 are prohibited. 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. It shall be permissible to for Developer to maintain, during the Development and Sales Period, one or more Units, as sales and rental models and offices, and for storage and maintenance purposes, One or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

**8.2 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.

**8.3 Use and Occupancy Restrictions.** In addition to the general requirements of sections 8.1–8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

- a. **Housing for Older Persons.** The Condominium is administered to comply with the United States Department of Housing and Urban Development criteria and with the criteria set forth in the Federal Fair Housing Act and Federal Housing for Older Persons Act of 1995 in order to qualify as housing for older persons. As permitted by the Fair Housing Act and Federal Housing for Older Persons Act of 1995, the Condominium limits occupancy by requiring a minimum of eighty percent (80%) of the Units be occupied by at least one (1) person aged fifty-five (55) or older. Persons who have not attained age eighteen (18) shall not occupy any Unit within the Condominium unless the Co-Owner of the Unit has obtained the Board of Directors' advance written permission. Such permission for temporary occupancy, not to exceed one hundred twenty (120) days in any calendar year except in situations where the person qualifies as a caregiver based on a qualifying disability of the Co-owner, shall not be unreasonably withheld.
  1. A minimum eighty percent (80%) of the Units shall be occupied by at least one person who has attained the age of fifty-five (55) years. The remaining twenty percent (20%) availability shall be subject to the prior advanced written approval of the Board of Directors, which shall reserve what it believes to be a sufficient number of Units within the 20% for special situations and not for general use or residents and purchasers. Special situations shall include, but not necessarily be limited to, (i) occupancy by a surviving spouse who is younger than 55 years of age of a Co-owner who was over the age of 55, (ii) occupancy by an heir who is younger than 55 years of age of a Co-owner who was over the age of 55, and (iii) occupancy by family members who are younger than 55 years of age of a Co-owner who was over the age of 55, but who has either become unfit to continue living independently in the Unit, has relocated to a nursing home or rehabilitation facility, or has been transferred out of the state for employment purposes. If the Board of Directors, in its absolute and sole discretion, determines that a sufficient number of Units within the 20% remain for occupancy by those with special situations, it may (but need not) make available any remaining Units within the 20% for occupancy by persons younger than 55 years of age on a first come, first served basis.
  2. No Co-owner may sell or lease a Unit without the Board of Directors' prior approval. A Co-owner intending to sell or lease their Unit must give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, the purchaser's or lessee's age, the names and ages of all persons who will occupy or reside in the Unit and such other information as the Board of Directors may reasonably require.
  3. In the event a Co-owner's written notice of proposed sale or lease discloses that at least one (1) of the proposed occupants will not be in compliance with these age restrictions, then in that event the Board of Directors may refuse to approve the

proposed transaction and the Co-owner proposing the transaction shall not proceed with that transaction.

4. The sole criteria that the Board of Directors may rely upon in refusing to approve a proposed sale or lease is the age of the proposed residents and occupants.
  5. Any sale or lease which is transacted without the Board of Directors' advance written approval as specified above shall be void and the Association shall have the right to obtain a court injunctive rescinding the transaction and such other relief as it may be entitled to under the Condominium Act and the Condominium Documents including, but not limited to, actions for monetary damages and summary proceedings.
  6. In order to be able to produce, in response to a complaint filed under the Department of Housing and Urban Development's regulations related to housing for older persons, the Developer or, after the transactional control date, the Association, shall ensure that each purchaser of a Unit provides reliable documentation, along with an affidavit, that the Unit being purchased is to be occupied by at least one person who is 55 years of age or older. Any of the following documents are considered reliable documentation of the age of the occupants: (1) driver's license; (2) birth certificate; (3) passport; (4) immigration card; (5) immigration card; (6) military identification; or (7) any other state, local national, or international official documents containing a birth date of comparable reliability.
- b. **Exterior Alterations.** 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 or the Review Committee. A change in the color of a residence and the planting, removal, or transplantation of trees or shrubs are included within the meaning of an alteration of exterior appearance. Storm doors may be added at the Owner's expense using only the approved design and color and after obtaining approval from the Review Committee.
- c. **Courtyard Patio Area.** All improvements herein that require the Review Committee's approval must be obtained in writing using the form provided by the Association.
1. Personal property located within the courtyard patio shall not be visible above the fence with the exception of patio furniture constructed and sold for outdoor use, freestanding patio umbrellas and awnings, and grills. Well-maintained personal property designed for use on or within a patio that does not exceed the height of the fence or gate shall be permitted within the courtyard patio area.
  2. Nothing shall be affixed to, alter, or otherwise damage the fence, gate, or the neighboring home which encloses the owner's courtyard patio area. An owner shall not affix anything to, alter, or otherwise damage the exterior of their home, including, but not limited to, installing a permanent awning.



3. Grading shall not be altered within or outside the courtyard patio area so as to impact (i) the stormwater drainage within or outside the courtyard patio area or (ii) the utilities provided to any home or amenity within the Community.
4. All music, video, and other activities that produce noise or sound within or around the courtyard patio area shall be kept at a reasonable volume so as not to unreasonably disturb other residents within the Community. The time and day of the activity shall be a factor when determining reasonableness.
5. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws. This includes only burning clean and seasoned wood or use of propane or natural gas.
6. Water features designed for outside use are permitted within the courtyard patio area; however, if the height of the water feature exceeds the height of the fence or gate, approval from the Board is required prior to installation.
7. Generators designed for emergencies or temporary household use are permitted within the courtyard patio area; however, approval by the Board of the generator's model, size, exact placement, and sound-dampening enhancements are required prior to installation.
8. Owners shall be responsible for the maintenance of all improvements, landscaping, and turf grass located within their respective courtyard patio area.
9. Trees and landscaping that exceed the height of the fence or gate are prohibited from the courtyard patio area unless approved by the Board. No plant material, or its roots, may touch or damage the home or the neighboring home adjacent to the courtyard patio area including, but not limited to, uncontrolled ivy or ground cover.
10. Any improvement to the courtyard patio area not expressly authorized herein must be approved by the Board.

**d. Flowers.**

1. *Inside Courtyard Patio Fence:* Annual and perennial flowers may be planted in existing mulched areas inside the courtyard patio fence. Only annuals and perennials that will not exceed the height of the courtyard patio fence shall be permitted.
2. *Outside Courtyard Patio Fence:* Only annual flowers may be planted in existing mulched areas directly outside the courtyard patio fence. Maintenance of the annual flowers planted by an owner or resident is the responsibility of said owner. Dead annuals are to be removed at the end of the season by the owner. Annuals planted by an owner or resident that are not maintained by said owner or resident during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the owner. Flowers are not permitted around any tree.
3. *Flowerpots:* Annuals and perennials may be planted in a maximum of three (3) flowerpots on the concrete pad in front of each home's front door. Flowerpots are permitted inside the courtyard patio area.

- e. Landscape Plants.** Any planting of new shrubs outside the courtyard patio area must receive advance written approval from the Review Committee. Additional landscape plants which may be considered will be of a species already in use in the Community and which, at maturity, will be compatible with the existing plant material. Any new planting beds will be limited in size by the Board. New beds must be mulched with hardwood that matches the existing mulch in the Community. The Association will provide future mulching,

pruning, and fertilization to new approved plants. However, should any one of the plants die, the Owner is responsible for replacement.

- f. **Landscape Lights.** Landscape lights outside the courtyard patio area must receive prior written approval from the Review Committee.
- g. **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.
- h. **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.
- i. **Prohibited Uses and Items.** 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. The following items are strictly prohibited in the home's lawn area or any common area of the Community: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any courtyard patio fence (swimsuits, towels, rugs, etc., included)
- j. **Decorative Items.**
  - 1. *Holiday Decorations:* Christmas lights and decorations are permitted to be placed on building exteriors provided the decorations do not damage the building, gutters, siding, or exterior doors. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7th of the following year. Decorations for other commonly recognized holidays are permitted under the same guidelines, and may not be displayed more than four weeks before, or one week after, the holiday. Flashing lights and music are not permitted.
  - 2. *The American Flag:* The American flag may be flown or displayed at any time following normal flag protocol.
  - 3. *Wreaths:* Decorative wreaths may be hung on the front door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on exterior walls and on the outside of patio fences.

4. *Prohibited Decorative Items*: Until such time as the Board establishes alternative guidelines for decorative items, display of the following items is prohibited outside the courtyard patio area: (1) bird feeders or bird baths; (2) garden hose containers; (3) steppingstones; (4) Wall plaques; and (5) windsocks, wind chimes, and decorative flags.
- k. **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 or for rent, or a security system decal, 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. No real estate signs are permitted in a Unit's lawn area or in a common area. Security system signs are only permitted in the mulch beds.
- l. **Windows and Window Coverings.** All window coverings, whether draperies, blinds, or valances must be white, off-white, light beige, or light gray on the exterior side.
- m. **Personal Property.** Except as provided in subsection (c) above ("Courtyard Patio Area"), all personal property must be kept inside the Unit's garage. Nothing may be hung or displayed, nor may any signs, awnings, canopies, shutters, antennae, or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Board or its designee.
- n. **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.
- o. **Pets and Animals.** No animals may be kept on any Unit without the prior written consent of the Association, which, if given, may be revoked at any time by the Association for any reasons stated herein. No more than two (2) household domestic pets (cats or dogs) may be kept in any one home. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household domestic pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it. All pets, when outdoors, shall be on a leash not more than eight (8) feet in length. They shall be supervised by a responsible adult at all time. Such individuals shall immediately clean up all pet litter. No pet shall be tethered outside in the lawn or common area or tied to any courtyard patio fence. The Board may levy special assessments against persons who do not comply with this subsection. The Board may also terminate the right of an Owner to maintain an animal in a Unit if the Board, in its full and complete discretion, determines that maintenance of

the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

- p. **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). 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. Subject to the provisions of the these Bylaws and the Master Deed and the rules and regulations of the Association, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, and shall be used only for the purposes intended and subject to the other provisions of the Master Deed and these Bylaws and such rules and regulations as may from time to time be duly promulgated by the Board.
- q. **Walking Trail.** The walking trail is for the private use of the residents and their guests. The following policies, along with any additional policies adopted by the Board, apply:
  - 1. All posted notices shall be observed at all times.
  - 2. While pets are permitted on the walking trail, the same restrictions found in subsection 8.4(n) shall apply.
  - 3. Smoking of any kind, including but not limited to electronic cigarettes, and alcohol are prohibited on the walking trail.
  - 4. Only walking, jogging, and running are permitted on the walking trail. All motorized forms of transportation, whether standard or electric powered, are prohibited.
- r. **Additional Community Amenities and Rules and Regulations.** The Association, through its Board of directors, shall be permitted to create additional amenities in the future with the express written approval of the Township. Further, the Board may also create, modify, and enforce additional rules, regulations, and procedures related to the use, operation, and maintenance of the Community's common areas and common amenities.
- s. **Vehicles/Parking.** No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not able to fit in a garage are permitted to park in the driveway for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must

not block normal access of other residents. Commercial moving vans and other commercial trucks are permitted when in the area to perform regular services or repair work. Service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide or to make a delivery to a Unit or the Common Elements. All parking by residents or guests must be: (a) within the garage; (b) in a Unit's driveway; (c) in the common parking spaces located outside the Community Center; or (d) on one of the Community's interior streets but only on the side of the street, and within a location, where explicitly permitted. Parking is prohibited on the concrete apron of a driveway. No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked in a common parking area for more than forty-eight (48) consecutive hours are subject to being towed at the vehicle owner's expense. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an owner or resident, which are parked in any common area, street, or driveway for more than forty-eight (48) consecutive hours are subject to being towed at the vehicle owner's expense. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle is considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. No repair work is permitted on vehicles in a driveway or common area except for short-term emergency work (flat tire, battery charge, etc.). No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owner's garage. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats, and recreational vehicles on the Common Elements, including the Limited Commons Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

- t. **Trash and Recycling Collection.** Trash and recycling containers shall not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal. All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers. Recycling pickup may or may not be offered at the Community; however, if it is available these procedures must be followed.
- u. **Solicitation and Garage Sales.** Solicitation by commercial enterprises is not authorized within the Community. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.
- v. **Utilities.** Unless directed otherwise in writing by the Board, owners are responsible for maintenance and payment of the utilities servicing their home and for calling to initiate service on the date of possession.

- w. **Video Surveillance.** The following restrictions shall apply to the installation and operation of front door (doorbell) video recording devices and surveillance cameras installed outside of the home or installed inside the home and directed to record a location outside of the home. Owner must submit to the Board a written application describing the requested recording device and surveillance camera's model type, color, material, and location within or outside the home. Owner must receive written approval from the Board prior to the installation of any such improvement. Recording devices must be operated in accordance with all applicable federal, state, and local laws.
1. *Front Door (Doorbell) Recording Device:* (i) The recording device should fit flat against the exterior surface of the trim where it is mounted. There shall be no gaps or voids between the device and the mounting surface. Any gaps must be filled with exterior grade caulk that is substantially similar to the home's adjacent trim. The recording device shall not be installed on the home's siding or stone/brick; (ii) The color of the device must reasonably match either the adjacent trim or the front door's handle and coach light; (iii) If the device is removed for any reason, and not promptly replaced, the area where the device was removed shall be restored to its substantially similar original condition before the installation of the device, including, but not limited to, reinstalling the original doorbell, or a substantially similar doorbell, if the original doorbell was removed; and (iv) the device shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by the Community's residents.
  2. *Surveillance Cameras:* (i) In the sole reasonable discretion of the Board, the color of the camera and its hardware must be substantially similar in tone and shade to the trim, and surrounding area, where the device is installed; (ii) the camera must be installed within the front porch, courtyard patio area, or at the rear of the home and must be mounted to the trim so as not to damage the siding or stone/brick; (iii) if the camera and its accompanying hardware is removed for any reason, and not promptly replaced, the area where the device was removed shall be promptly restored to its substantially similar original condition before its installation; (iv) the camera shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by a resident.
- x. **Offensive Activities.** No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any Common Element or Limited Common Element be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

- y. **Discrimination/Handicapped Accommodation.** No action shall at any time be taken by the Association or the Board which in any manner would unlawfully discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision of the Master Deed, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.
- z. **Structural Integrity.** Nothing shall be done in any Unit, or in, on or to the Common Elements or Limited Common Elements, which may impair the structural integrity of any improvement.
- aa. **Additional Rules and Regulations.** In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary and/or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and/or to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Unit Owners prior to the time when the same shall become effective.
- bb. **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.

**8.4 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.

**8.5 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 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

**8.6 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.

**8.7 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.

**8.8 Remedies on Breach.** In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this 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.

**8.9 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.

**8.10 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 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 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 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. No Unit or any part thereof shall be rented or used for transient purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers and boarders, that is, rental to one or more persons of a portion of a Unit only. No Unit may be rented or leased for any period of less than thirty (30) days and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing.

**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 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 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 this section, sell, lease, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to a spouse; to the Owner's child, parent, brother, sister, grandchild, descendant, or any one or more of them; or to any trustee of a trust for which the sole beneficiary is the Owner or a spouse, child, parent, brother, sister, grandchild, descendant, or any one or more of them. A partnership or corporation that owns a Unit may also transfer or convey the Unit or any interest in it to an individual partner or shareholder or to another entity owned and controlled by the transferor without restriction. Notice of any unrestricted transfer shall be given to the Association within five days following consummation of the transfer.

**11.2 Notice to the Association.** Whenever an Owner proposes to sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit to any person or entity other than a person or an entity described in section 11.1, the Owner shall give the Association not less than 30 days' prior written notice of the proposed transfer, which shall briefly describe the type of transfer proposed by the Owner and state the name and address of the proposed transferee. The notice shall also include a copy of the proposed terms of sale or other documents, if any, effecting the transfer.

### **11.3 First Option of the Association.**

- a. If an Owner proposes to sell a Unit or any interest in a Unit to a person or an entity other than a person or entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase the Unit or interest being sold from the Owner (the Transferring Party) on the terms described in the notice.
- b. If an Owner proposes to make a gift of a Unit or any interest in a Unit to any person or entity other than a person or an entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase the Unit or interest. The

price to be paid by the Association for the Unit shall be agreed on by the Transferring Party and the Association or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).

- c. If an Owner dies and under applicable law the Owner's Unit or any interest in the Unit is subject to a probate proceeding, for three months after the appointment of a personal representative of the deceased Owner, the Association shall have the first right, at its option, to purchase the Unit either from the devisee named in the deceased Owner's will, if any, or from the appointed personal representative of the deceased Owner who is empowered or authorized to sell the Unit; the personal representative shall be deemed the Transferring Party. However, this option shall not apply to any transfer on the death of an Owner to a person or an entity described in section 11.1. The price to be paid by the Association for the Unit or interest shall be agreed on by the Association and the Transferring Party or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).
- d. If the price to be paid by the Association for a Unit or an interest in the Unit pursuant to subsections (b) or (c) is not promptly agreed on, the price shall be equal to the fair market value of the Unit or interest in the Unit as determined by a licensed appraiser mutually agreed on by the Transferring Party and the Association or, in the event of no prompt agreement on such an appraiser, by a majority decision of three licensed appraisers, one chosen by the Transferring Party, one chosen by the Association, and the third chosen by the other two selected appraisers. The cost of an appraiser or appraisers shall be paid one-half by the Transferring Party and one-half by the Association as a common expense.

**11.4 Election Not to Exercise.** The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the options granted by this section and shall promptly give written notice of such an election to the Transferring Party. The Association shall be deemed to have elected not to exercise its option if either (a) the Association notifies the Transferring Party that it has elected not to exercise its option or (b) the Association fails to notify the Transferring Party before the expiration of the applicable option period that the Association has elected to exercise its option.

If the Association elects not to exercise its option, in the case of a proposed sale or gift of a Unit or interest in a Unit, the Transferring Party may proceed to close the proposed transfer any time within 45 days after the election. After those 45 days, the transfer of the Unit or any interest in the Unit shall again become subject to the Association's option rights as provided in this section.

A certificate executed by the president, vice president, secretary, or other duly authorized officer of the Association certifying that the Association has elected not to exercise its option shall be conclusive evidence of that election. A certificate shall be furnished to the Owner on the Owner's compliance with the provisions of this section, provided that the Owner requests such a certificate from the Association in writing.

**11.5 Election to Exercise.** The Board shall have the authority to recommend to the Owners that the Association elect to exercise its option under this section as follows:

- a. If the Board decides to recommend to the Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Owners within 20 days following its determination to make that recommendation to vote on whether the Association will exercise its option. If Owners owning not less than 60 percent in number and in value, by affirmative vote at the meeting or by written proxy or consent, elect to exercise the Association's option, the Board shall promptly give written notice of the election to the Transferring Party.
- b. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the Transferring Party within the option period stated above.

**11.6 Purchase at Judicial Sale.** The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit.

**11.7 Financing of Purchase.** The Board shall have authority to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit.

#### **11.8 Miscellaneous.**

- a. A transfer of a Unit to the Association or the holder of any mortgage on a Unit that comes into possession of the mortgaged Unit in the manner provided by section 5 or 9 shall not be subject to the provisions of this section.
- b. The Association shall hold title to any Unit acquired pursuant to this section in the name of the Association or a nominee delegated by the Board for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease, or sublease the Unit on behalf of the Association on whatever terms the Board deems desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Owners owning not less than 60 percent in number and in value first authorize the sale for a lesser amount.
- c. The provisions of this section regarding the Association's option rights shall be and remain in full force and effect until the Project as a whole is sold unless the provisions of this section are sooner rescinded or amended by the Owners.
- d. If any transfer of a Unit is made or attempted without complying with the provisions of this section, the grantee's interest in the Unit shall remain subject to the exercise by the Association of its option after the transfer, and the transfer shall be further subject to each and all of the rights and options of and remedies and actions available to the Association.
- e. Except as otherwise provided in the Master Deed or in these Bylaws, in the event of any transfer of a Unit or any interest in the Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable before the date of transfer.

## 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 \$2,500 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 \$10,000 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. 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 10 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/Association Bylaws
3. the Articles of Incorporation of the Association
4. the Rules and Regulations of the Association
5. the Disclosure Statement

## **EMERGENCY INGRESS/EGRESS AND DRAIN EASEMENT AGREEMENT**

THIS EMERGENCY INGRESS/EGRESS AND DRAINPIPE EASEMENT AGREEMENT (“**Agreement**”) is made as of \_\_\_\_\_, 2023, by and between Hartland Ice House, Inc, a Michigan corporation whose address is 10504 Citation Dr, Brighton, MI 48116 (“**Ice House**”) and Courtyard of Hartland, LLC, a Michigan limited liability company whose address is 25200 5 Mile Rd, Redford, MI 48239 (“**Courtyard**”).

### **RECITALS:**

A. Ice House is the owner of certain real property located in Hartland Township, Livingston County, State of Michigan, commonly known as 2755 Arena Dr, Hartland, MI 48353, as more fully described on the attached Exhibit A (“**Ice House Property**”).

B. Courtyard is the owner of certain real property located in Hartland Township, Livingston County, State of Michigan, commonly known as Parcel #4 Bella Vita Drive, Hartland, MI 48353, as more fully described on the attached Exhibit B (“**Courtyard Property**”).

C. Courtyard is developing the Courtyard Property as a site condominium project. As part of the development, Courtyard desires to have an emergency ingress/egress easement across a certain portion of the Ice House Property and Ice House has agreed to grant to Courtyard an easement on the Ice House Property to allow such emergency ingress/egress in conformance with all Hartland Township ordinances. The Emergency Ingress/Egress Easement Area is legally described on the attached Exhibit C and is specifically depicted on the attached Exhibit D (the “**Emergency Ingress/Egress Easement Area**”). By signing this Agreement, the parties wish to provide for the Emergency Ingress/Egress Easement, as further described herein, which shall burden the Ice House Property, for the benefit of the Courtyard Property.

D. The Courtyard Property contains an active drainpipe emanating from the Ice House Property, which the Parties acknowledge and agree is encroaching onto the Courtyard Property. As part of the consideration for this Agreement, Courtyard wishes to grant an easement to Ice House to allow for the active drainpipe to lawfully remain on the Courtyard Property. The Drainpipe Easement shall burden the Courtyard Property and benefit the Ice House Property. The Drainpipe Easement Area is legally described on the attached Exhibit E and is specifically depicted on the attached Exhibit F (the “**Drainpipe Easement Area**”).

NOW, THEREFORE, in consideration of their mutual agreements and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Mutual Grant of Easements.** Ice House hereby grants and conveys to Courtyard, and its successors and assigns, a perpetual, irrevocable, non-exclusive easement on, over, and across the Emergency Ingress/Egress Easement Area. Courtyard hereby grants and conveys to Ice House, and its successors and assigns, a perpetual, irrevocable, non-exclusive easement in and on the Drainpipe Easement Area.

2. **Use and Restrictions.** The Emergency Ingress/Egress Easement Area will be used by Courtyard and its successors and assigns and their tenants, and for any of their invitees, agents, guests, licensees, or deliveries, to allow emergency vehicle traffic to and from the Courtyard Property. Emergency vehicle traffic shall include any emergency vehicles, including but not limited to, police, fire, ambulance vehicles. Emergency ingress and egress for emergency vehicles shall be permitted in any event where the operator of an emergency vehicle requests access. Emergency traffic shall also include ordinary cars and trucks designed for personal or family use as well as delivery trucks, if necessary for ingress to or egress from the Courtyard Property in the event other access points for the Courtyard Property are impassable. The Drainpipe Easement will serve to allow the active drainpipe encroaching on the Courtyard Property to lawfully remain. It is understood by the Parties that active drainpipe was developed according to a plan approved by one of Courtyard's predecessors in interest and Hartland Township. Nothing in this Agreement shall be construed to alter that previously approved plan. Use of the Emergency Ingress/Egress Easement Area and Drainpipe Easement Area for purposes inconsistent with the uses outlined above, including but not limited to, parking, placing permanent or temporary structures except for the permanent gate on the Emergency Ingress/Egress Easement Area, placing signage, or active drainage activity, is strictly prohibited.

3. **Development of the Emergency Ingress/Egress Easement.** Courtyard will, at its expense, develop and construct the paved area and permanent gate within the Emergency Ingress/Egress Easement Area in a manner consistent with all applicable municipal laws, rules and regulations as approved by Hartland Township. Ice House will cooperate with Courtyard and its contractors, to the extent necessary, in obtaining building permits necessary for the development and construction of the paved area and permanent gate within the Emergency Ingress/Egress Easement Area. To the extent any of Ice House's property is disturbed or damaged by the initial development and construction within the Emergency Ingress/Egress Easement Area, Courtyard shall restore that property to its prior condition once construction is complete.

4. **Maintenance.** Courtyard shall maintain the Emergency Ingress/Egress Easement Area in reasonably good, safe and passable condition and repair, free of unreasonable accumulations of ice, snow and debris, in accordance with all material laws, including without limitation the Hartland Township zoning ordinances. Ice House shall maintain the Drainpipe Easement Area in reasonably good, operable condition, in accordance with all material laws, including without limitation all applicable Hartland Townships ordinances.

5. **Insurance.** Courtyard shall procure and keep in effect public liability and property damage insurance for its interest in the Emergency Ingress/Egress Easement Area consistent with the insurance Courtyard has in place for Courtyard's Property. Courtyard shall name Ice House as an additional insured on that policy and shall provide proof to Ice House upon request.

6. **Indemnification.** The owner of the Courtyard Property agrees to indemnify and hold the owner of the Ice House Property harmless from any and all expenses, claims, debts, causes of action, attorney fees, or judgments whatsoever that may result from Courtyard's actions within, use of, or having anything to do with the Emergency Ingress/Egress Easement Area, whether such is done by Courtyard or Courtyard's agents, employees, representatives, contractors, tenants, invitees, agents, guests, and licensees.



7. **Costs and Fees.** All costs and fees relating to the drafting and recording of this Agreement, including Courtyard's attorney fees, shall be borne by Courtyard.

8. **Amendment; Termination.** This Agreement and the easements and rights granted hereunder may only be terminated, modified or amended by a written document in recordable form recorded in the Livingston County Records, signed by all of the owners then having an interest in the Ice House Property and the Courtyard Property.

9. **Binding Effect.** The easements and rights granted or created herein are appurtenant to the Ice House and Courtyard Properties. Neither of the easements or rights granted herein may be transferred, assigned or encumbered other than as an appurtenance to the Ice House and Courtyard Properties. Each and all of the easements and rights contained in this Agreement: (a) are made for the direct benefit of the Ice House and Courtyard Properties and shall run with the land; (b) shall bind every person having any fee, leasehold, or other interest in any portion of the Ice House Property and the Courtyard Property, and (c) shall inure to the benefit of Ice House and Courtyard and their grantees, vendees, assigns, trustees, tenants and successors in interest. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement, that the Agreement is fully effective with respect to its respective land, and that entering into this Agreement shall not cause a breach or violation of any other agreement binding upon either party to this Agreement. This Agreement constitutes the entire final and binding and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes the entirety of all prior oral or written agreements, negotiations and understandings between the parties with regard to the subject matter of this Agreement. Failure by either party hereto to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law.

10. **Notice.** Any notice required or given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by Federal Express or other nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated at the beginning of this Agreement or such alternate address as has been furnished in writing to the other party to this Agreement.

11. **Recitals.** The Recitals to this Agreement are incorporated herein by reference.

12. **Headings; Definitions.** Captions, titles and headings to sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such defined term(s).

13. **Severability.** The parties intend that a court endeavor to give effect to the provisions of this Agreement to the fullest extent permitted by law. Each part of this Agreement is intended to be severable. If any term, covenant or condition or provision in the Agreement in whole or part is determined by a court to be unlawful and/or unenforceable then the term, covenant, condition or provision shall be modified to the extent lawfully possible to preserve the lawful intent of the term, covenant, condition or provision found to be unlawful or unenforceable. If that is not possible, then that term, covenant, condition or provision shall be deemed stricken, and the remaining parts of the Agreement shall be valid and enforceable.

14. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument.

**This instrument is exempt from state and county transfer tax pursuant to MCL 207.505(a) and 207.526(a).**

Ice House and Courtyard have caused this Easement to be signed on the date first above written.

**HARTLAND ICE HOUSE, INC:**

By: \_\_\_\_\_  
Mark Schaffer  
Its: Owner

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF LIVINGSTON        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2023 by Mark Schaffer, as Owner of Hartland Ice House, Inc. on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Michigan  
\_\_\_\_\_County, MI  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**COURTYARD OF HARTLAND, LLC:**

By: \_\_\_\_\_  
Khurram Baig  
Its: Member

STATE OF MICHIGAN        )  
                                      ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2023 by Khurram Baig, as Member, of Courtyard of Hartland, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Michigan  
\_\_\_\_\_  
County, MI  
Acting in the County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and Return To:  
Brendan S. Ruehle  
7900 Grand River Ave  
Brighton, Michigan 48114  
(810) 227-3103

## **EXHIBIT A**

### **Legal Description – Ice House Property**

The land referred to in this Agreement, situated in the County of Livingston, Hartland Township, State of Michigan, is described as follows:

#### **PARCEL A**

DESCRIPTION OF PARCEL #4708-22-300-013 (AKA PARCEL "A") PER BOSS ENGINEERING SURVEY, JOB NO. 79121, DATED OCTOBER 23, 1979, AS RECORDED IN LIBER 965, PAGE 367, LIVINGSTON COUNTY RECORDS: Parcel "A": A part of the Southwest 1/4 of Section 22, T3N-R6E, Hartland Township, Livingston County, Michigan, described as follows: Commencing at the West 1/4 corner of said Section; thence S 88°15'20" E along the East-West 1/4 line, 2247.00 feet; thence S 01°35'18" W, 634.84 feet; thence S 88°15'20" E, 66.63 feet to the Point of Beginning of the parcel to be described; thence continuing S 88°15'20" E, 210.02 feet; thence S 01°32'53" W, 603.02 feet; thence S 84°26'10" W, 212.09 feet; thence N 01°32'53" E, 630.00 feet to the Point of Beginning, containing 2.98 acres more or less and including the use of an easement for ingress and egress and public utilities as described and recorded in Liber 965, Page 367, Livingston County Records. NOTE: THE ABOVE DESCRIBED PARCEL DOES NOT FORM A MATHEMATICAL CLOSURE BY 0.44 FEET, IN AN EAST-WEST DIRECTION.

Commonly known as: 2755 Arena Dr, Hartland, MI 48353

Tax Parcel #: 4708-22-300-013

#### **PARCEL 2**

DESCRIPTION OF PARCEL #4708-22-300-044, (AKA PARCEL 2) PER ADVANTAGE CIVIL ENGINEERING SURVEY, JOB NO. 02146, DATED 12-5-02, LAST REVISED 3-28-03, AS RECORDED IN LIBER 3930, PAGE 392, LIVINGSTON COUNTY RECORDS: PART OF THE SOUTHWEST 1/4 OF SECTION 22, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 22, T3N-R6E, THENCE ALO0NG THE EAST-WEST 1/4 LINE OF SAID SECTION 22, S 88°15'20" E, 1969.87 FEET (RECORDED AS 1970.00 FEET) TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 22, S 88°15'20" E, 553.63 FEET; THENCE S 01°32'53" W, 634.02 FEET; THENCE N 88°15'20" W, 554.08 FEET; THENCE N 01°35'18" E, 634.02 FEET TO POINT OF BEGINNING AND CONTAINING 8.06 ACRES, MORE OR LESS. INCLUDING THE USE OF A PRIVATE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES AS RECORDED IN LIBER 965, PAGES 367-368, LIVINGSTON COUNTY RECORDS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

Commonly known as: 2755 Arena Dr, Hartland, MI 48353

Tax Parcel #: 4708-22-300-044

## **EXHIBIT B**

### **Legal Description – Courtyard Property**

The land referred to in this Agreement, situated in the County of Livingston, Hartland Township, State of Michigan, and more particularly described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 6 EAST, BEING FURTHER DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N 86 DEGREES 57 MINUTES 48 SECONDS EAST, 2524.87 FEET(RECORDED AS 88 DEGREES 17 MINUTES 15 SECONDS EAST, 2521.92 FEET) ALONG THE EAST—WEST ¼ LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST WEST 1/4 LINE TO THE CENTER OF SECTION OF SAID SECTION 22, N 86 DEGREES 57 MINUTES 48 SECONDS EAST, 91.16 FEET, (RECORDED AS SOUTH 88 DEGREES 17 MINUTES 15 SECONDS EAST, 91.08 FEET); THENCE CONTINUING ALONG SAID EAST-WEST 1/4 LINE, N 86 DEGREES 30 MINUTES 53 SECONDS EAST, 458.04 FEET (RECORDED AS SOUTH 88 DEGREES 44 MINUTES 10 SECONDS EAST, 458.04 FEET); THENCE S 03 DEGREES 44 MINUTES 45 SECONDS EAST, 756.42 FEET(RECORDED AS SOUTH 01 DEGREE 00 MINUTES 12 SECONDS WEST, 756.18 FEET); THENCE N 86 DEGREES 48 MINUTES 47 SECONDS WEST, 556.30 FEET, (RECORDED AS NORTH 88 DEGREES 26 MINUTES 16 SECONDS WEST, 556.30 FEET); THENCE N 03 DEGREES 12 MINUTES 04 SECONDS WEST, 754.24 FEET, (RECORDED AS NORTH 01 DEGREE 32 MINUTES 53 SECONDS EAST, 754.00 FEET) TO THE EAST-WEST ¼ LINE OF SAID SECTION AND THE POINT OF BEGINNING. CONTAINING 9.580 ACRES. BENEFITING FROM AN INGRESS-EGRESS EASEMENT DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2022R-023175, LIVINGSTON COUNTY REGISTER OF DEEDS.

Commonly known as: Parcel #4 Bella Vita Drive, Hartland, MI 48353  
Tax Parcel #: 4708-22-400-028

## EXHIBIT C

### Legal Description of Emergency Ingress/Egress Easement Area

The land referred to in this Agreement, situated in the County of Livingston, Hartland Township, State of Michigan, is described as follows:

A variable width easement lying in the Southwest Quarter of Section 22, T3N-R6E, more particularly described as: Commencing at the West 1/4 of said Section 22, thence, N 86° 57' 48" E, 2524.87 feet along the East-West quarter line of said Section 22 to the Northeast corner of "Revised Parcel 2" as depicted and described in "BOSS ENGINEERING" survey recorded in Document No. 2021S-0074, Livingston County Records (LCR) and the Northwest corner of a parcel recorded in Document No. 2022R-023175, Livingston County Records. Thence along the East line of said "Revised Parcel 2" and the West line of a parcel described in said Document No. 2022R-023175, S 03° 12' 04" E, 604.99 feet to the Point of Beginning of said easement; Thence continuing along said East and West line, S 03° 12' 04" E, 26.00 feet; Thence, S 86° 15' 15" W, 41.44 feet; Thence, S 03° 12' 03" E, 192.74 feet; Thence, S 86° 15' 15" W, 168.79 feet to the East line of "ARENA DRIVE", a variable width private easement for ingress, egress and public utilities, recorded in Liber 965, Page 357(LCR); Thence along said East line of "ARENA DRIVE", N 03° 10' 08" W, 22.00 feet; Thence, N 86° 15' 15" E, 146.77 feet; thence N 03° 12' 03" W, 196.74 feet. Thence, N 86° 15' 15" E, 63.44 feet to the East line of said "Revised Parcel 2", the West line of a parcel described in said Document No. 2022R-023175 West line and the Point of Beginning.

# EXHIBIT D

## Emergency Ingress/Egress Easement Area

NORTHEAST CORNER OF "REVISED PARCEL 2" AS DEPICTED AND DESCRIBED IN "BOSS ENGINEERING" SURVEY RECORDED IN DOCUMENT NO. 2021S-0074, LIVINGSTON COUNTY RECORDS. ALSO THE NORTHWEST CORNER OF A PARCEL RECORDED IN DOCUMENT NO. 2022R-023175, LIVINGSTON COUNTY RECORDS.

W 1/4 COR.  
SEC. 22  
T3N-R6E  
G-08

CENTER OF  
SECTION 22  
T3N-R6E  
H-08

1971.13'(R)  
1971.24'(M)

N86°57'48"E(M)  
N86°57'37"E(R)  
2524.87'(M)

N86°57'48"E 553.63'(M)  
N86°57'37"E 553.63'(R)

EAST LINE OF "REVISED PARCEL 2"  
AS DEPICTED AND DESCRIBED IN  
"BOSS ENGINEERING" SURVEY  
RECORDED IN  
DOCUMENT NO. 2021S-0074,  
LIVINGSTON COUNTY RECORDS.  
ALSO THE WEST LINE  
OF A PARCEL RECORDED IN  
DOCUMENT NO. 2022R-023175,  
LIVINGSTON COUNTY RECORDS.

634.27'(M)  
634.52'(R)

N03°04'23"W  
N03°06'08"W

SUBJECT PROPERTY  
NOW OR FORMERLY  
TAX ID:4708-22-400-054

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S3°12'04"E	26.00'
L2	S86°15'15"W	41.44'
L3	S3°12'03"E	192.74'
L4	S86°15'15"W	168.79'
L5	N3°10'08"W	22.00'
L6	N86°15'15"E	146.77'
L7	N3°12'03"W	196.74'
L8	N86°15'15"E	63.44'

S86°54'29"W 344.94'(R)  
S86°56'14"W 344.94'(M)

604.99'  
N03°12'04"W 850.17'(M)  
S03°13'49"E 850.17'(R)

P.O.B.  
EMERGENCY  
ACCESS  
ESMT

VARIABLE WIDTH  
EMERGENCY  
ACCESS  
EASEMENT

ARENA DRIVE

VARIABLE WIDTH PRIVATE EASEMENT FOR  
INGRESS, EGRESS AND PUBLIC UTILITIES  
RECORDED IN L.965, P.367, L.C.R.

216.15'(M)  
216.15'(R)

N03°10'08"W  
N03°11'53"W

S86°56'14"W 210.23'(M)  
S86°54'29"W 210.23'(R)



INNOVATIVE GEOSPATIAL &  
ENGINEERING SOLUTIONS

298 VETERANS DRIVE  
FOWLERVILLE,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)

LAST REVISION:	CLIENT:
DATE: 04/20/23	<b>COURTYARD</b>
SCALE: 1"= 100'	SW 1/4 SEC 22, T3N-R6E
SHEET: 1 of 2	DR. BY:MB
FILE : 22-027_Esmts	CHK BY: PL
	JOB No. 22-027

## **Exhibit E**

### **Legal Description of Drainpipe Easement Area**

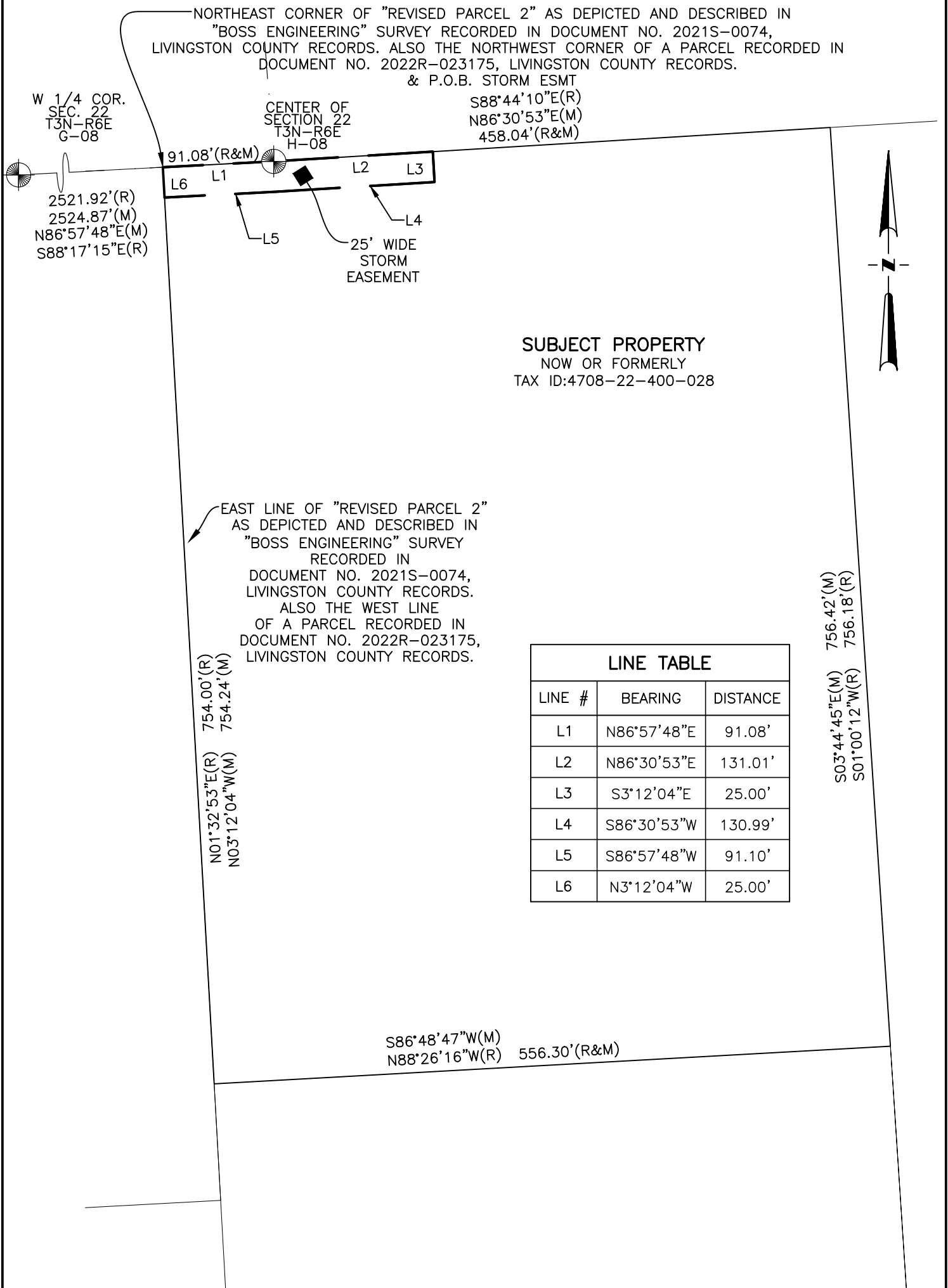
The land referred to in this Agreement, situated in the County of Livingston, Township of Genoa, State of Michigan, is described as follows:

A 25' wide storm easement lying in the Southwest Quarter of Section 22, T3N-R6E, more particularly described as: Commencing at the West 1/4 of said Section 22, thence, N 86° 57' 48" E, 2524.87 feet along the East-West quarter line of said Section 22 to the Northeast corner of "Revised Parcel 2" as depicted and described in "BOSS ENGINEERING" survey recorded in Document No. 2021S-0074, Livingston County Records (LCR) also the Northwest corner of a parcel recorded in Document No. 2022R-023175, Livingston County Records and the Point of Beginning of said storm easement; Thence continuing along said East-West quarter line, N 86° 57' 48" E, 91.08 feet to the Center of Section of said Section 22; Thence continuing along said East West quarter line, N 86° 30' 53" E, 131.01 feet; Thence, S 03° 12' 04" E, 25.00 feet; Thence, S 86° 30' 53" W, 130.99 feet; Thence S 86° 57' 48" W, 91.10 feet to the East line of said "Revised Parcel 2" and the West line of said parcel described in Document No. 2022R-023175; Thence along said East and West line, N 03° 12' 04" W for, 25.00 feet to the Northeast corner of said "Revised Parcel 2", the Northwest corner of a parcel described in Document No. 2022R-023175 and the Point of Beginning.



EXHIBIT F

Drainpipe Easement Area



**MASTER DEED**

**OF**

**THE COURTYARDS OF HARTLAND**

Livingston County Subdivision Plan No. \_\_\_\_\_

DEVELOPER:

Courtyard of Hartland, LLC

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<b>SECTION 2.</b>	<b>LEGAL DESCRIPTION OF THE PROPERTY</b>
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## **MASTER DEED OF THE COURTYARDS OF HARTLAND CONDOMINIUM**

This Master Deed is signed and delivered on \_\_\_\_\_, by Courtyard of Hartland, LLC, a Michigan limited liability company, of 25200 5 Mile Road, Redford, Michigan 48239 (“Developer”), 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 Hartland Senior Community Site Condominium (the Project), in Hartland, Livingston County, Michigan, on a parcel of land as described in section 2.

**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 (Unit), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

**1.4 Owner Rights.** Each owner of a Unit (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.

**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 regarding the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of The Courtyards 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:

- a. *Act* or *Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.
- b. *Association* or *Association of Owners* means The Hartland Senior Community Site Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* mean the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* mean 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.
- e. *Condominium Bylaws* mean Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* mean this Master Deed with its forms, 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.
- g. *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.
- h. *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.

- i. *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.
- j. *Owner/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.
- k. *Developer* means Courtyard of Hartland, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.
- l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.
- m. *General Common Elements* mean the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.
- n. *Limited Common Elements* mean the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.
- o. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.
- p. *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.
- q. *Project* or *Condominium* means The Courtyards of Hartland Condominium, a residential site condominium development of thirty-two (32) Units established under the provisions of the Act.
- r. *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.
- s. *Township* means Hartland Township, located in the County of Livingston, State of Michigan.

**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

**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); common walking trail; 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. **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;
- d. **Gas:** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- e. **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;
- f. **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;
- g. **Storm Drainage:** the storm drainage and water retention system throughout the Project;
- h. **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;
- i. **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;
- j. **Project Entrance Improvements:** any entry signage and other improvements located at or near the entrance to the Project; and
- k. **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.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

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

- a. **Utility Service Lines:** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television, and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;
- b. **Subterranean Land:** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on Exhibit B, including all utility and supporting lines located on or beneath that land;
- c. **Subsurface Improvements:** the portion of any footing or foundation extending more than 20 feet below surrounding grade level;
- d. **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;
- e. **Yard Lights:** the yard lights and bulbs installed on each yard area to illuminate the house number and driveway on that Unit;
- f. **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.** Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

- a. **Co-Owner Responsibility for Units and Express Exceptions for Certain Limited Common Elements.** It is anticipated that a separate residential dwelling (including attached garage and an enclosed courtyard area) will be constructed within each Unit depicted on Exhibit B. The responsibility for and the costs of maintenance, decoration, repair, and replacement of each dwelling and any appurtenances contained therein, including but not limited to the enclosed courtyard area of each Unit, shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of the dwellings within the Units, to the extent visible from any other dwelling within a Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-Owner shall be responsible for paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit. All costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent



that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

- b. **Unit Improvements and Other Co-Owner Responsibilities.** 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.
- c. **Association Responsibility for Units and Common Elements.** It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to, a driveway and contiguous patio/yard area. Except as provided for in Section 4.3(a) and Section 4.5, the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units, Appurtenances, and Limited and General Common Elements as it may deem appropriate (including, without limitation, snow removal from driveways, and maintenance of any yard area not within the enclosed courtyard area).
- d. **Failure of Co-Owner to Maintain.** If a Co-Owner fails, as required by this Master Deed, the Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Co-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 regarding 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.
- e. **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.

- f. **Maintenance of Detention Areas.** As provided in Section 4.3(c), the Association, acting through its Board of Directors, shall undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to the General Common Elements, which includes the detention area(s). At a minimum, the Association shall inspect and monitor the sediment buildup in the detention area(s) once annually. The Association shall remove any excess sediment buildup, as needed.

**4.4 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 regarding 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.

**4.5 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.

**4.6 Boundary Relocation.** Subject to the written approval of the Township, the boundaries of 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. The Board must give its express written consent for any boundary relocation, which it may grant or refuse in its sole and unfettered discretion.

**4.7 Unit Subdivision.**

- a. An Owner may subdivide a Unit into 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, all other applicable laws and ordinances, and with the provisions of subsection 4.7(b) and (c).

**Commented [NJ1]:** Comment: Should this provide for Township consent?

- b. Any Owners desiring to make a subdivision or transfer and combination shall make written application to the ~~b~~Board of ~~d~~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 this section. No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a two-thirds majority of the board, which shall not be unreasonably withheld. If 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.

**4.8 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 nor 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.** 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 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total percentage value of the Project is 100, 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 Livingston County register of deeds office.

**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, as 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.

**Commented [NJ2]:** Comment: Should this provide for Township consent?

## **Section 6. CONTRACTABILITY OF CONDOMINIUM**

**6.1 Limit of Unit Contraction.** The Project established by this Master Deed consists of thirty-two (32) Units and may, at the election of the Developer, be contracted to any number of Units Developer so desires, in Developers sole discretion but subject to the Condominium Documents.

**Commented [NJ3]:** Comment: Should this provide for Township consent?

**6.2 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 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.

**6.3 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.

**6.4 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 100 percent for the entire Project resulting from any amendment.

**6.5 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 (a) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (b) 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 7. CONVERTIBLE AREAS**

**7.1 Designation of Convertible Area.** All of the land of the Condominium is hereby designated a Convertible Area. All land in the convertible area may be converted from Units to General Common Elements or Limited Common Elements or from General Common Elements or Limited Common Elements to Units with the express written approval of the Township.

**7.1 Limits of Conversion.** The Project established by this Master Deed initially consists of thirty-two (32) Condominium Units and may, at Developer's election, be increased by the creation of a maximum of 10 additional Units within the Convertible Areas defined in section 7.2. Any conversion is subject to the written approval of the Township.

**7.2 Conversion Rights.** The number of Units in the Project may, at Developer's option and subject to the approval of the Township, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the 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.

**7.3 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.

**7.4 Amendments to 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, but shall be subject to approval of the Township, and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.

**7.5 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.

**7.6 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 8. EASEMENTS**

### **8.1 Easements for Maintenance and Related Matters.**

- a. Encroachments. If all or 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 of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such Unit or Common Element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any partial or total destruction.
- b. Maintenance and Utilities. Perpetual easements shall also exist and are hereby granted to, through, over, under and across the Condominium Premises, including all Units and interior walls, (a) in favor of the Developer, the Association and all Co-Owners for the maintenance and repair (including replacement) of Common Elements and Units, and (b) in favor of the various utility companies providing service and the Township, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services." These easements include, without limitation, the right to obtain access to Common Elements located within any Unit or its appurtenant Limited Common Elements, during reasonable hours and upon reasonable notice, except in cases of emergency where no prior notice is required.
- c. Structural Support. Every portion of a Unit that contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

## 8.2 Easements Retained by Developer.

- a. Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer, its successors and assigns, hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual, non-exclusive easement for the unrestricted use of all road and walkways now or hereafter located in the Condominium Project for the purpose of: (i) ingress to and egress from all or any portion of: the Condominium Premises, including any property hereafter contracted out of the Condominium; the Contraction Property, as defined herein, whether or not it is removed from the Condominium Project; any other land adjacent to or in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer; complying with any governmental regulation, or installing and servicing the roads, utility drains as shown on the Condominium Subdivision Plan attached hereto as Exhibit B; or for any other lawful purpose, including installation of utilities.
- b. Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model Units and other facilities on the Condominium ~~Property~~Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.
- c. Repair and Replacement. The Developer retains for the benefit of itself and to all assigns or designated representatives and any utility company and the Township, and to the burden of the Condominium ~~Premises~~Property, the right to enter the Condominium Project for the purpose of exercising any of the Developer's rights described herein, including the right to and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities. Such right shall include the right granted to the Township to maintain, repair, replace or inspect any Common Elements or Limited Common Elements that are the responsibility of the Developer or the Association under the Condominium Documents in the event, in the reasonable opinion of the Township, such responsibility is not being maintained by the Developer or the Association and is causing a potential threat to the health, welfare or safety of the public or the ~~Members~~Owners. No actions taken by the Township shall in any respect be deemed to create any obligation or liability for the Limited Common Elements or Common Elements. The Association shall ~~be deemed to~~ hold the Township harmless from any and all liabilities, claims, costs, or expenses that may arise as a result of claims filed against the Township by third parties which result specifically from the failure of the Developer or Association to repair, maintain or replace any Limited Common Elements or Common Elements. In the event the Township takes any action under this section to repair, maintain or replace any Limited Common Elements or Common Elements, the Association shall reimburse the Township for all costs thereof within fifteen (15) days of billing or the same shall become a lien upon the Condominium ~~Property~~Premises.
- d. Hook-Up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and hereby grants for the benefit of any appropriate utility company and the Township, perpetual easements to enter

upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the Real Property described in Article II hereof, or as indicated on Exhibit B to this ~~Master~~ Master Deed, to service all or any portion of the ~~e~~C Condominium ~~p~~Project or other property outside the Condominium Project.

- e. Future Utility Easements. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Common Elements to (i) appropriate governmental agencies, including the Township ~~\_~~or public utility companies, (ii) any property hereafter contracted out of the Condominium, the Contraction Property, or any other land adjacent to or in the vicinity of the Condominium Project now owned or hereinafter acquired by Developer, and to transfer title to utilities to governmental agencies or to utility companies, provided such easements do not disturb, or interfere with the use of, any Unit. Any such easement or transfer of title may be made by the Developer without the consent of any Co-owner, Mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Plan, which amendment shall be recorded in the Livingston County Records. All of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.
- f. Future Easements, Licenses and Rights-of-Way. With the prior written consent of the Developer, the Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of entry and rights-of-way over, under and across the Common Elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. The Association shall not grant any such right that materially adversely affects any Co-owner without the consent of such Co-owner.
- g. Modification of Easements. No easements or right established pursuant to this Article may be modified or terminated, nor may any of the obligations relating thereto be varied, except as provided in the separate instrument creating such easement or right or, if no such separate instrument exists, without the consent of the Developer, the Association, and each Co-owner and Mortgagee benefiting from such easement or right.

### 8.3 Reserved Easements.

- a. Dedication of Right-of-Way. The Developer reserves the right, at any time during the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project, shown as General Common Elements in the Condominium Subdivision Plan. Such dedication shall also include all gas and water lines, and all streetlights, located within the right-of-way. To facilitate the public right-of-way, parking shall be prohibited on all of the roadways in the Condominium Project at all times. Any



and all retaining walls that are located within the right-of-way shall remain General Common Elements and shall be maintained as required pursuant to Article V hereof. In the event any roadway within the Condominium Project is dedicated to and accepted by the Township, not only shall any and all retaining walls within such road right of way remain general common elements, it is especially understood that the Township will be indemnified and held harmless from any and all responsibility or liability for costs of any kind however incurred, related to these retaining walls. Under no circumstances shall the Township have any obligation to repair, maintain, or replace any portion of any retaining walls within the ~~e~~Condominium ~~premises~~Property. Any and all costs, responsibilities or liabilities in any way related to or incurred as a result of the retaining walls shall be the clear and express responsibility of the Association and the ~~e~~Co-~~e~~Owners. Under no circumstances will the Township have any liability or responsibility to the Association or any individual co- owner, their guests, invitees, or family members.

- b. Dedication of Certain Utilities. The Developer or the Association as the case may be shall dedicate to the public all such sanitary sewer and water mains or storm drainage system that are within the road right of way and that are not defined as general common elements herein. The sanitary sewer system shall include the sanitary lift and pumping station.
- c. Storm Sewer and Detention Basin Easement. The Developer reserves the right, at any time during the Development and Sales Period, to grant easements to the Township for the maintenance, inspection, testing and repair of the storm sewer system and detention basin constituting General Common Elements and located within and serving the Condominium Project. The Association shall be responsible for repair and maintenance of the storm sewer and detention basin. In the event the Association fails to properly maintain or repair those portions of the sanitary sewer, water system, the storm sewer and detention basin that are identified as general common elements, the Township shall have the right, but not the responsibility, to enter onto the Condominium ~~Premises~~Property and conduct needed repairs and/or maintenance. In such event, the Association shall be responsible for reimbursing the Township for the costs and expenses incurred in connection with such maintenance and repair, which costs and expenses shall be assessed to all Co-Owners according to their Percentages of Value. In the event the Association fails to properly maintain or repair the storm sewer system and detention basin, or fails to properly reimburse the Township as provided herein, the Township shall assess all ~~e~~Co-~~e~~Owners for such costs ~~plus~~plus a 25% administrative fee which shall be assessed and billed on the next property tax bill for each such ~~e~~Co-~~e~~Owner according to their respective percentages of value and become a lien upon their property accordingly.
- d. Agreement with Livingston County Drain Commission. The Condominium Project shall be subject to the terms and conditions of an agreement between the Developer and the Livingston County Drain Commission relating to the road crossing on the right-of-way of Livingston No. 13 Drain located on the Condominium Premises.
- e. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Township, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by the Township service providers, USPS, garbage collection and/or emergency vehicles. Said easement shall be

for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof.

- f. **Termination of Easements.** Developer reserves the right with the prior approval of the Township to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. 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 on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## Section 9. AMENDMENT, TERMINATION, AND WITHDRAWAL

**9.1 Preconveyance 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 Livingston County register of deeds office.

**Commented [NJ4]:** Comment: Should this provide for Township consent?

**9.2 Postconveyance 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 as 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 forms 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 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 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 Livingston County register of deeds office.
- 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.

#### **9.4 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 the Units or improvements in the Project that are identified as "need not be built" during a period ending 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 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

- b. **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in section 10.4(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 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 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 10. 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 Livingston County register of deeds office.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER

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Courtyard of Hartland, LLC  
Khurram M. Baig  
Its: Owner

STATE OF MICHIGAN     )  
LIVINGSTON COUNTY    )

Acknowledged before me in Livingston County, Michigan on **[date]**, by **[name of acknowledging partner or agent]**, **[partner / agent]** on behalf of **[name of partnership]**, a partnership.

**[Signature line]**

**[Notary public's name, as it appears on application for commission]**

Notary public, State of Michigan, County of Livingston.

My commission expires **[date]**.



## Board of Trustees

William J. Fountain, Supervisor  
Larry N. Ciofu, Clerk  
Kathleen A. Horning, Treasurer

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

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August 4, 2022

Khurram Baig  
25210 Five Mile Road  
Redford, MI 48239

**RE: Site Plan/PD Application #22-006 – Hartland Senior Community Planned Development  
Preliminary Planned Development Site Plan**

Dear Khurram Baig:

On Thursday, July 14, 2022, the Planning Commission recommended approval of Site Plan/PD Application #22-006, the Preliminary Planned Development Site Plan for Hartland Senior Community Planned Development. The Township Board approved Site Plan/PD Application #22-006 at their regular meeting on August 3, 2022.

Approval was subject to the following:

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

If you have any questions, please contact me at (810) 632-7498.

Sincerely,

Troy Langer  
Planning Director

EXHIBIT "B" TO THE MASTER DEED OF

# COURTYARDS OF HARTLAND

## SITE CONDOMINIUM

PART OF THE SE, 1/4 SEC 22, T3N-R6E  
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LEGAL DESCRIPTION

PARCEL TAX    NUMBER: 4708-22-400-028

THE FOLLOWING DESCRIBED LAND SITUATED IN THE TOWNSHIP OF HARTLAND, COUNTY OF LIVINGSTON, AND STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 6 EAST, BEING FURTHER DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 86 DEGREES 57 MINUTES 48 SECONDS EAST, 2524.87 FEET(RECORDED AS SOUTH 88 DEGREES 17 MINUTES 15 SECONDS EAST, 2521.92 FEET) ALONG THE EAST—WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST-WEST 1/4 LINE TO THE CENTER OF SECTION OF SAID SECTION 22, NORTH 86 DEGREES 57 MINUTES 48 SECONDS EAST, 91.16 FEET, (RECORDED AS SOUTH 88 DEGREES 17 MINUTES 15 SECONDS EAST, 91.08 FEET); THENCE CONTINUING ALONG SAID EAST-WEST 1/4 LINE, NORTH 86 DEGREES 30 MINUTES 53 SECONDS EAST, 458.04 FEET (RECORDED AS SOUTH 88 DEGREES 44 MINUTES 10 SECONDS EAST, 458.04 FEET); THENCE SOUTH 03 DEGREES 44 MINUTES 45 SECONDS EAST, 756.42 FEET(RECORDED AS SOUTH 01 DEGREE 00 MINUTES 12 SECONDS WEST, 756.18 FEET); THENCE NORTH 86 DEGREES 48 MINUTES 47 SECONDS WEST, 556.30 FEET, (RECORDED AS NORTH 88 DEGREES 26 MINUTES 16 SECONDS WEST, 556.30 FEET); THENCE NORTH 03 DEGREES 12 MINUTES 04 SECONDS WEST, 754.24 FEET, (RECORDED AS NORTH 01 DEGREE 32 MINUTES 53 SECONDS EAST, 754.00 FEET) TO THE EAST-WEST 1/4 LINE OF SAID SECTION AND THE POINT OF BEGINNING. CONTAINING 9.580 ACRES.

BENEFITING FROM AN INGRESS-EGRESS EASEMENT DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2022R-023175, LIVINGSTON COUNTY REGISTER OF DEEDS.

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:  
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND.

DESIGN ENGINEER



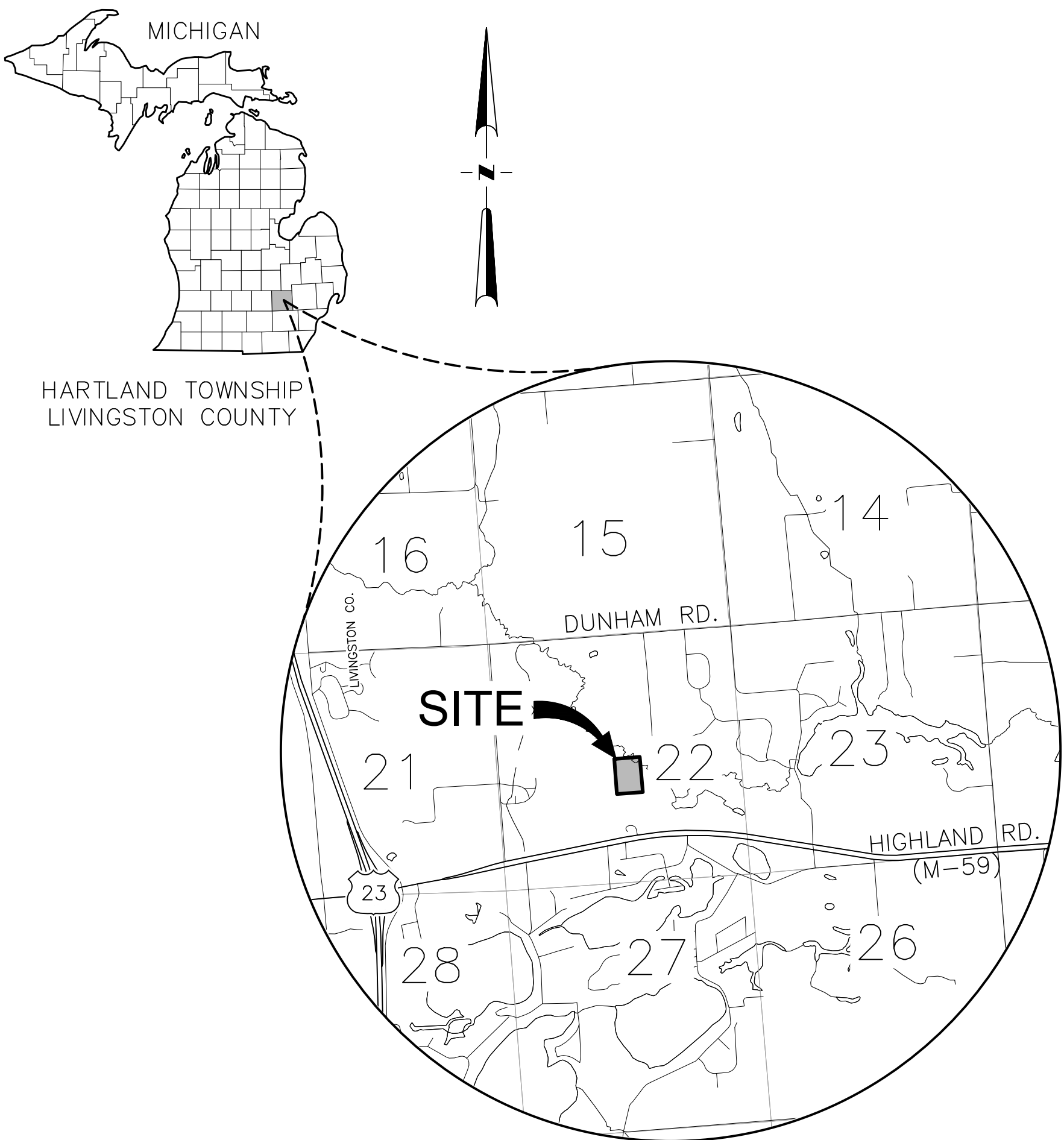
MONUMENT ENGINEERING GROUP ASSOCIATES, INC

INNOVATIVE GEOSPATIAL &  
ENGINEERING SOLUTIONS

298 VETERANS DRIVE,  
FOWLerville, MI 48836  
PHONE: 517-223-3512

OWNER/DEVELOPER

COURTYARD OF HARTLAND, LLC  
25210 FIVE MILE ROAD  
REDFORD, MI 48239



LOCATION MAP

NOT TO SCALE


SHEET INDEX

SHEET	1	COVER SHEET
SHEET	2	SURVEY & FLOOD PLAN
SHEET	3	SITE PLAN
SHEET	4	UNIT PLAN
SHEET	5	UTILITY PLAN

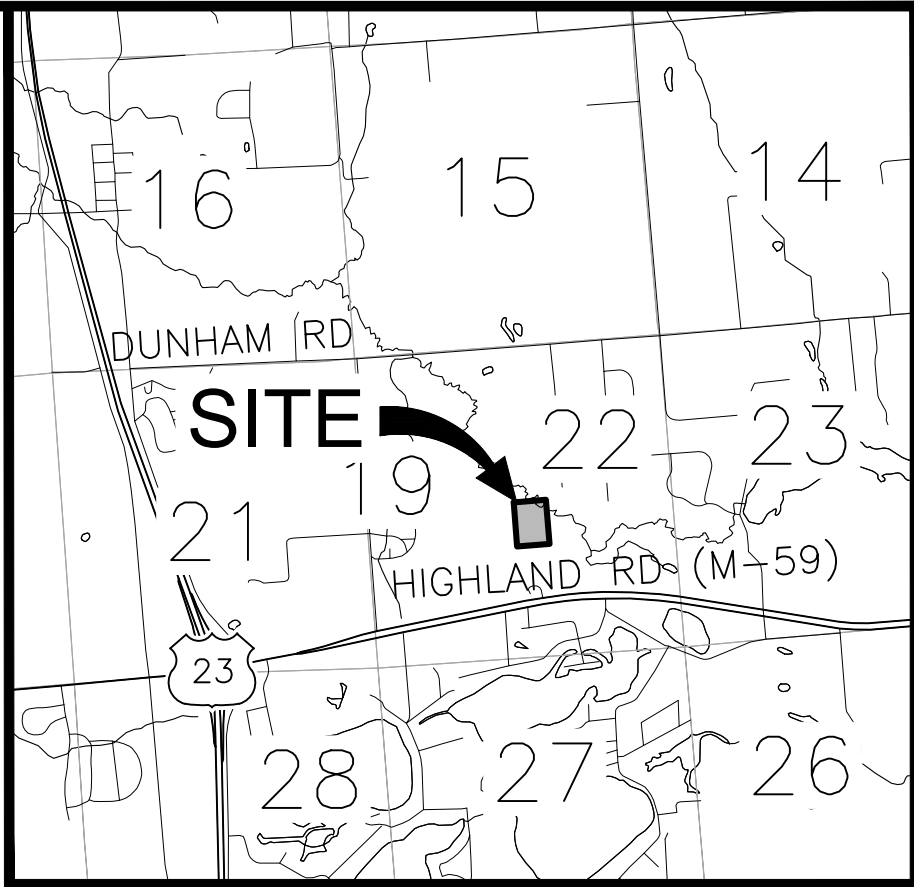
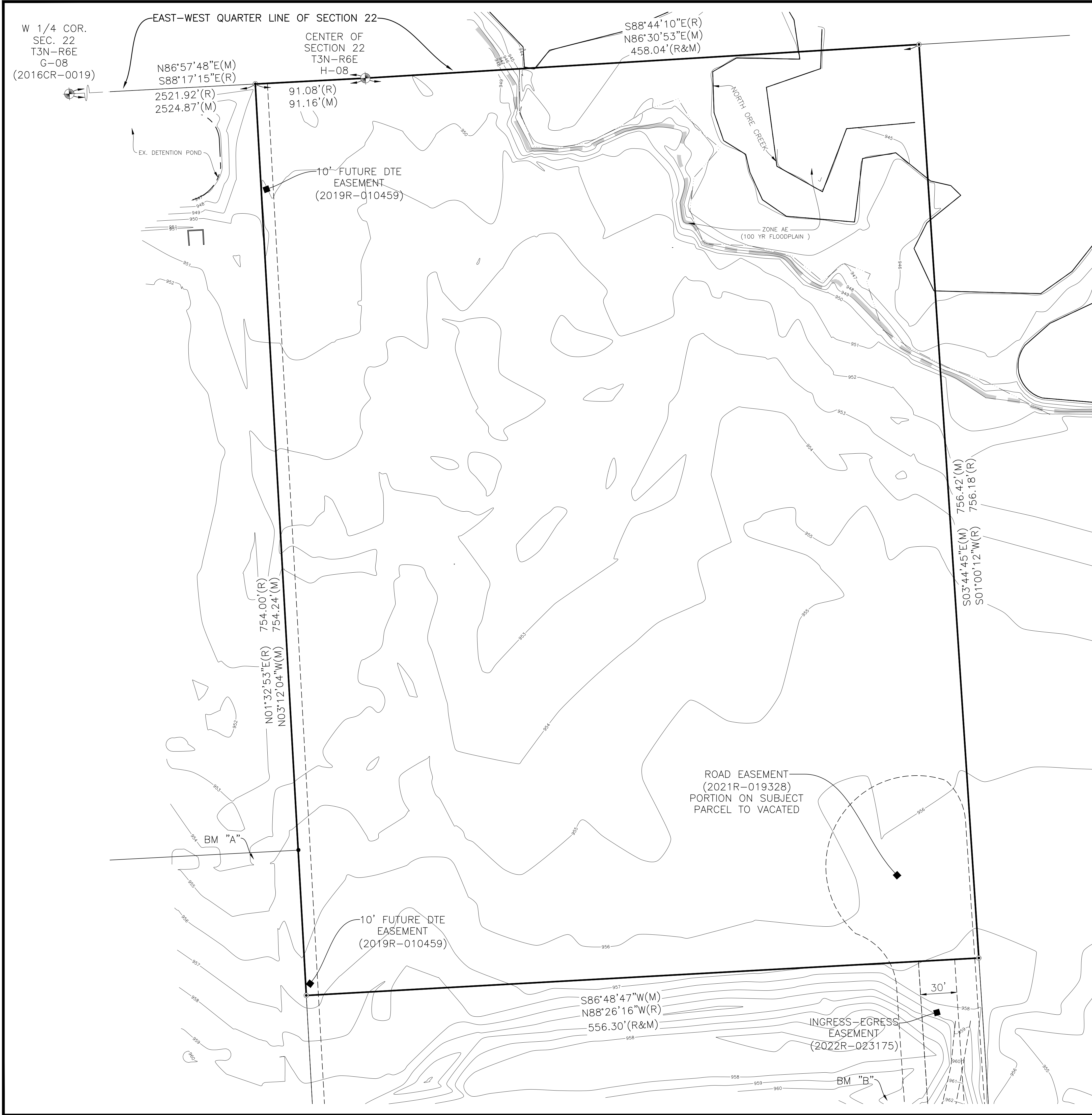
NOTE: ATTENTION COUNTY REGISTER OF DEEDS

- THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.
- THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PROPOSED: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_

<div>INNOVATIVE GEOSPATIAL &amp; ENGINEERING SOLUTIONS</div> <div></div> <div>298 VETERANS DRIVE FOWLerville, MICHIGAN 48836 (OFFICE) 517-223-3512</div>	<b>COVER</b>	
	<b>"COURTYARDS OF HARTLAND"</b>	
	PART OF THE SE 1/4 SEC. 22, T3N-R6E HARTLAND TWP., LIVINGSTON COUNTY, MICHIGAN	
	<b>COURTYARD OF HARTLAND, LLC</b> 25210 FIVE MILE ROAD REDFORD, MI 48239	
	JOB # : 22-027 SCALE : NA DATE : 9/29/2022	DRAWN: MB CHK: PL SHEET: <b>1</b>





LOCATION MAP NO SCALE

LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- 100 YEAR FLOODPLAIN
- GENERAL COMMON ELEMENT
- WETLANDS AREA
- LIMITED COMMON ELEMENT

BENCHMARKS

DATUM: NAVD88

BM A:  
ARROW ON HYDRANT, 1044'± NORTH OF CENTERLINE OF WEST BOUND  
HIGHLAND ROAD & 201'± EAST OF ARENA DRIVE.  
ELEV = 956.71

BM B:  
MARKED "X" SCRIBED IN SQUARE NORTH SIDE/TOP OF LIGHT POLE  
BASE, 727'± NORTH OF CENTERLINE OF WEST BOUND HIGHLAND ROAD  
& 64'± WEST OF CENTERLINE BELLA VITA DRIVE.  
ELEV = 966.34

CERTIFICATION

I, MARC E. BUDZINSKI, Professional Land Surveyor of the State of Michigan,  
hereby certify:

That the subdivision plan known as "COURTYARDS OF HARTLAND" SITE  
CONDOMINIUM, Livingston County Condominium Plan No. \_\_\_\_\_, as shown on the  
accompanying drawings, represents a survey on the ground made under my direction  
and that there are no existing encroachments upon the lands and property herein  
described. That the required monuments and iron markers have been located in the  
ground as required by rules promulgated under Section 142 of Act No. 59 of the  
Public Acts of 1978. That the accuracy of this survey is within the limits required by  
the rules Promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.  
That the bearings, as shown, are noted on survey plan as required by the rules  
promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Signature: \_\_\_\_\_  
Professional Land Surveyor No. 4001053492 Date: \_\_\_\_\_

Printed: Marc E. Budzinski  
Professional Land Surveyor No. 4001053492 Date: \_\_\_\_\_

Monument Engineering Group & Associates Inc.  
298 Veterans Drive Fowlerville, MI

PROPOSED: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_

INNOVATIVE GEOSPATIAL  
& ENGINEERING SOLUTIONS



298 VETERANS DRIVE  
FOWLERVILLE,  
MICHIGAN 48836  
(OFFICE) 517-223-3512

SURVEY & FLOOD  
PLAN

"COURTYARDS OF HARTLAND"  
PART OF THE SE 1/4 SEC. 22, T3N-R6E  
HARTLAND TWP., LIVINGSTON COUNTY, MICHIGAN

COURTYARD OF HARTLAND, LLC  
25210 FIVE MILE ROAD  
REDFORD, MI 48239

JOB # : 22-027	DRAWN: MB CHK: PL
SCALE : 1"=40'	SHEET: 2
DATE : 9/29/2022	





W 1/4 COR.  
SEC. 22  
T3N-R6E  
G-08  
(2016CR-0019)

N86°57'48"E(M)  
S88°17'15"E(R)  
2521.92'(R)  
2524.87'(M)

DETENTION POND

CENTER OF  
SECTION 22  
T3N-R6E  
H-08

S88°44'10"E(R)  
N86°30'53"E(M)  
458.04'(R&M)

NORTH ORE CREEK

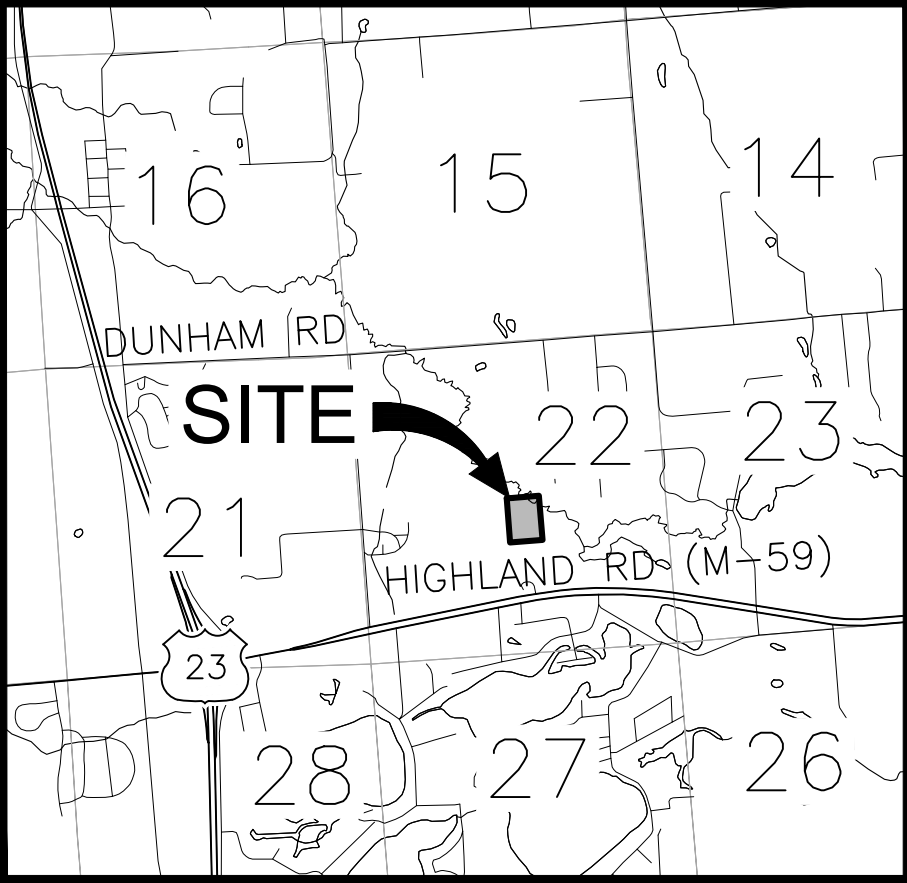
ZONE AE  
(100 YR FLOODPLAIN )

PEDESTRIAN TRAIL  
5 FOOT WIDE



LINE TABLE			
LINE #	BEARING	DISTANCE	
L1	N86°15'15"E	8.47'	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	36.64'	75.00'	27°59'18"	S79°45'06"E 36.27'
C2	40.36'	75.00'	30°50'02"	S24°08'05"E 39.88'

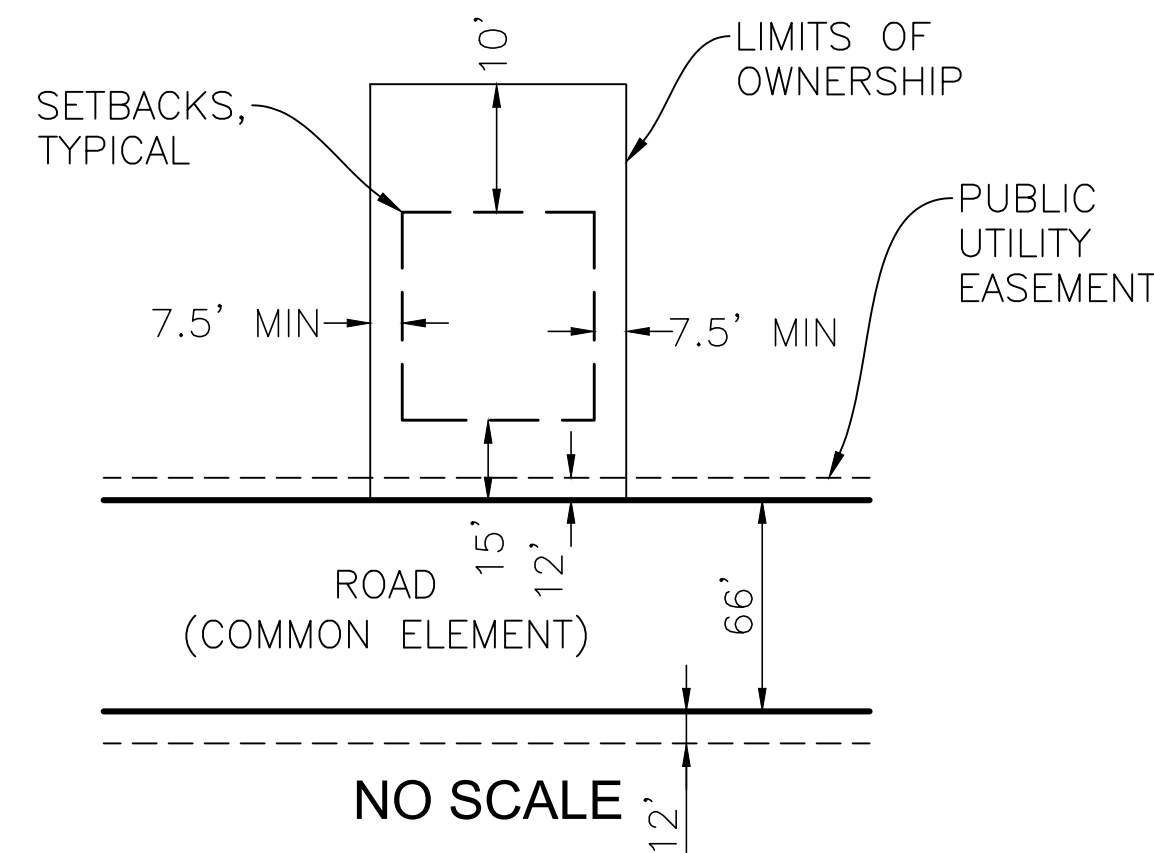


LOCATION MAP NO SCALE

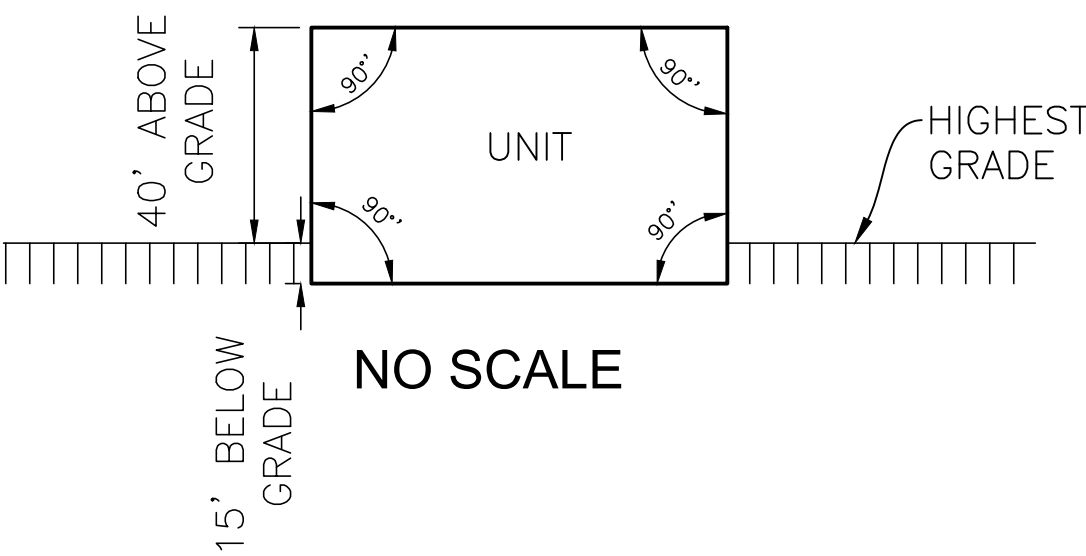
LEGEND

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- 100 YEAR FLOODPLAIN
- GENERAL COMMON AREA
- WETLANDS AREA
- LIMITED COMMON ELEMENT

TYPICAL UNIT PLAN



TYPICAL UNIT SECTION



PROPOSED: AS-BUILT:

INNOVATIVE GEOSPATIAL  
& ENGINEERING SOLUTIONS



298 VETERANS DRIVE  
FOWLerville,  
MICHIGAN 48836  
(OFFICE) 517-223-3512

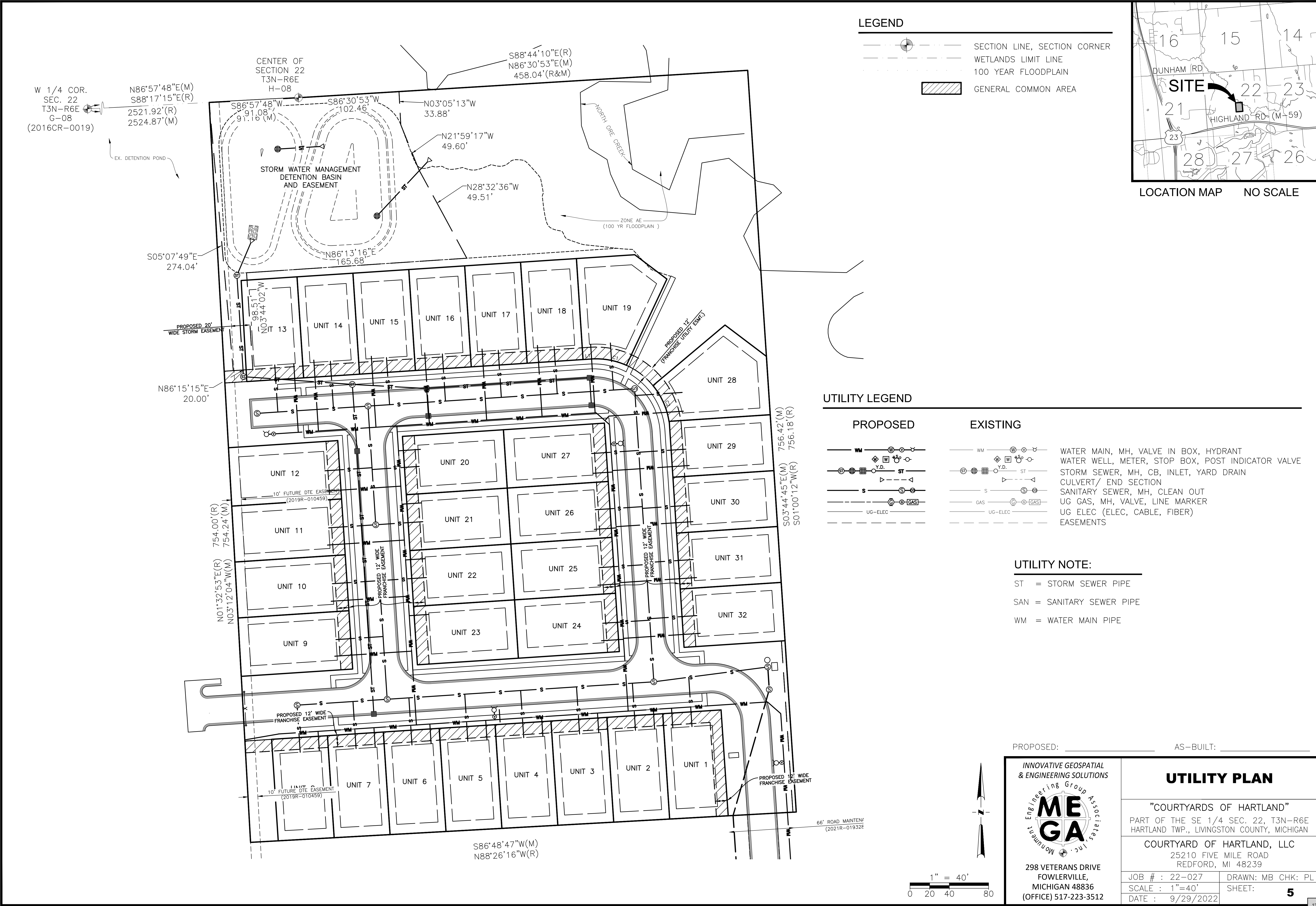
UNIT PLAN

"COURTYARDS OF HARTLAND"  
PART OF THE SE 1/4 SEC. 22, T3N-R6E  
HARTLAND TWP., LIVINGSTON COUNTY, MICHIGAN

COURTYARD OF HARTLAND, LLC  
25210 FIVE MILE ROAD  
REDFORD, MI 48239

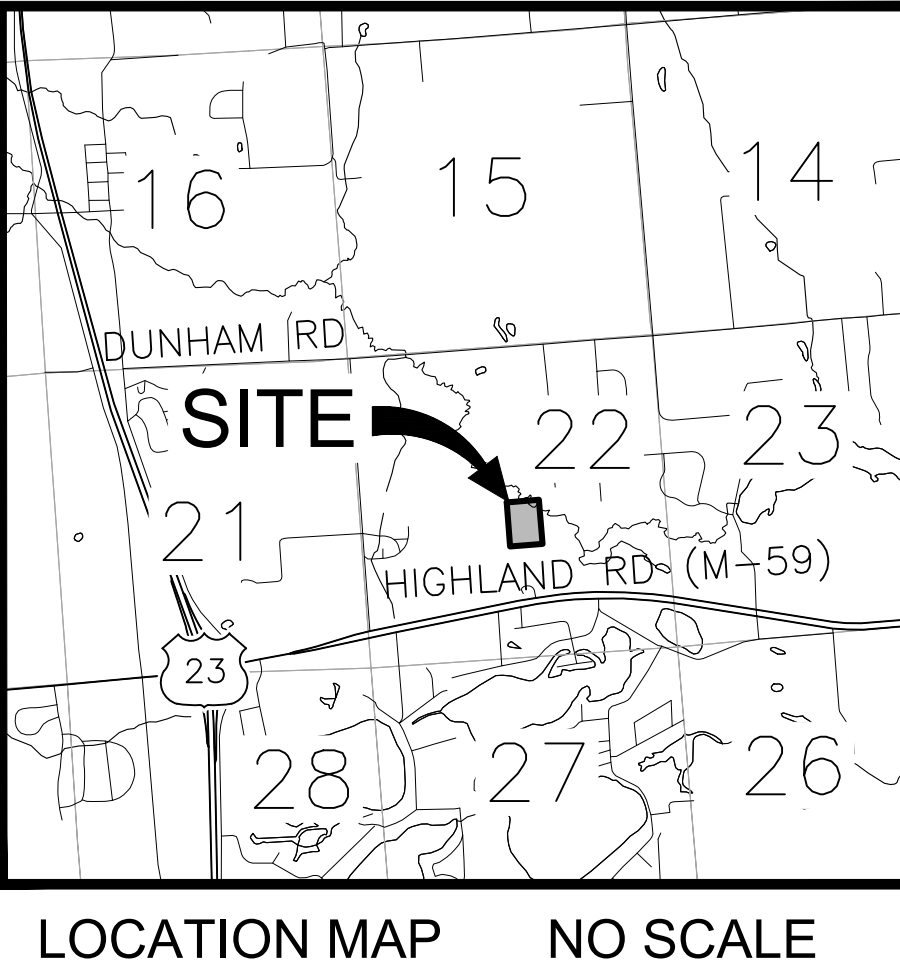
JOB # : 22-027	DRAWN: MB CHK: PL
SCALE : 1"=40'	SHEET: 4
DATE : 9/29/2022	





**LEGEND**

- SECTION LINE, SECTION CORNER
- WETLANDS LIMIT LINE
- 100 YEAR FLOODPLAIN
- GENERAL COMMON AREA



**UTILITY LEGEND**

PROPOSED	EXISTING	
WM	WM	WATER MAIN, MH, VALVE IN BOX, HYDRANT
W	W	WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
ST	ST	STORM SEWER, MH, CB, INLET, YARD DRAIN
S	S	CULVERT/ END SECTION
SAN	SAN	SANITARY SEWER, MH, CLEAN OUT
UG-GAS	UG-GAS	UG GAS, MH, VALVE, LINE MARKER
UG-ELEC	UG-ELEC	UG ELEC (ELEC, CABLE, FIBER)
		EASEMENTS

**UTILITY NOTE:**

ST = STORM SEWER PIPE

SAN = SANITARY SEWER PIPE

WM = WATER MAIN PIPE

PROPOSED: \_\_\_\_\_ AS-BUILT: \_\_\_\_\_

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

**MEGA**

298 VETERANS DRIVE  
FOWLERVILLE,  
MICHIGAN 48836  
(OFFICE) 517-223-3512

**UTILITY PLAN**

"COURTYARDS OF HARTLAND"

PART OF THE SE 1/4 SEC. 22, T3N-R6E  
HARTLAND TWP., LIVINGSTON COUNTY, MICHIGAN

COURTYARD OF HARTLAND, LLC

25210 FIVE MILE ROAD  
REDFORD, MI 48239

JOB # : 22-027	DRAWN: MB CHK: PL
SCALE : 1"=40'	SHEET: <b>5</b>
DATE : 9/29/2022	

# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Troy Langer, Planning Director

**Subject:** Site Plan Application SP/PD #23-005 – Villas of Hartland Planned Development Final Plan, a Single-Family Residential Planned Development (with 57 site condominium units)

**Date:** May 31, 2023

## Recommended Action

**Move to recommend approval of Site Plan Application #23-005, the Final Planned Development Site Plan for the Villas of Hartland Planned Development as outlined in attached Resolution.**

## 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 concept plan showed a 55-unit, single-family residential condominium development. 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 submitted revised plans for SP #20-011, dated February 24, 2022. The revised plans show fifty-seven (57) condominium units, an increase of two (2) condominium units since the 2021 plans. The applicant's summary letter dated April 5, 2022, stated the following changes had been completed on the revised development plans:

- Road connection to Walnut Ridge Estates has been eliminated.
- An emergency access drive to Hacker Road is 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.

Due to the number of changes to the plans a second public hearing was held at the Planning Commission at their May 26, 2022 regular meeting. The Planning Commission recommended approval, subject to several conditions related to landscaping. The applicant submitted revised plans, dated June 7, 2022, which incorporated the required landscaping elements.

The Township Board approved SP/PD #20-011 at their regular meeting on August 3, 2022. Approval of the Preliminary PD included the following conditions:

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; unless the Public Works Department authorizes the installation of street trees between the back of curb and sidewalk.
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 July 26, 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. The applicant shall install a second row of evergreen trees along Hacker Road between the existing wetland and Hacker Road, to act as a screen.
8. The applicant shall install a variety of trees in the open space area south of Pastir Lane and north of Morelli Court.
9. The applicant shall identify existing trees along Hacker Road that can be saved and shall make attempts to save those existing trees.

The Planning Commission recommended approval of the Final PD at their May 25, 2023 regular meeting.

### **Planned Development Procedure**

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

The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent

with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary Plan. The first public hearing for the Preliminary Plan for SP/PD #20-011 was held at the Planning Commission meeting on March 11, 2021. Revised plans were submitted in February 2022, and a second public hearing was held at the Planning Commission regular meeting on May 26, 2022.

The Final Planned Development Site Plan review stage is an opportunity for the Planning Commission and Township Board to affirm that any conditions imposed at the Preliminary review stage have been addressed on the Final Plan, and also to review the Planned Development Agreement along with any other legal documentation (condominium master deeds, bylaws, easements, etc.). The site's layout is not intended to change significantly between the Preliminary and Final submittals, save for any revisions imposed as a condition of Preliminary approval. Section 3.1.18.E.iii. has specific requirements for the information to be included within a Final Planned Development Site Plan submittal, most notably the Development Agreement and other legal documentation.

Per Section 3.1.18.D. (Procedures and Requirements), approval of the Final Plan by the Township Board usually constitutes an amendment to the Zoning Ordinance, and effectively is a rezoning of the subject property to PD (Planned Development). In this case, the two (2) parcels that comprise the PD project area are currently zoned CA (Conservation Agricultural). The subject properties will be rezoned to PD (Planned Development) upon approval of the Final Plan by the Township Board.

#### **Overview of the Plan and Proposed Use**

The proposed single-family residential Planned Development contains fifty-seven (57) detached condominium units. 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. All built elements are to be contained within the unit envelope.

The estimated density is 2.33 dwelling units per acre. The development is to be completed in two (2) phases. 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).

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.

Three (3) housing styles are shown in the site plan set and include a single-story ranch, Cape Cod, and Colonial 2-story style structures.

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. The Township Manager verbally indicated an updated study was completed.

### **Legal Documents and Submittals**

As noted previously, the primary focus of the Final Site Plan stage of the planned development review process is the legal documentation. The documentation memorializes the developer's obligations and sets forth the terms and conditions negotiated and to be agreed to by the applicant and the Township. Approval of the planned development proposal is based on the Final Plan and the legal documentation.

Draft versions of the Planned Unit Development Agreement, Master Deed, Condominium Bylaws, and Condominium Subdivision Plan were submitted by the applicant.

Typically, executed documents are recorded with the Register of Deeds; however, the Condominium Subdivision Plan (Exhibit B in this case) may or may not be recorded as part of the Planned Unit Development Agreement. The Construction Plan set serves as the approved Final Plan and is not recorded with the Register of Deeds.

Additionally, approval of the Final PD Plan by the Township Board constitutes a rezoning of the subject properties from CA (Conservation Agricultural) to PD (Planned Development), and an amendment to the Township zoning map.

The following is a brief discussion of the submitted documents.

### **Master Deed**

The draft document has been reviewed by the Township Attorney and the Planning Department. The Township Attorney has provided comments on the draft Master Deed. The Attorney asked that language be added in the Master Deed that covers repair of private roads, storm sewers, and detention basin. In particular, that the Township should have the ability to notify the Association of any failure and give the Association sixty (60) days to perform the repair work. If the Association fails to adequately perform the work, then the Township can perform the work and seek reimbursement, including the payment of liens on condominium units. Additionally, the Master Deed should provide that the Township has approval rights for any amendments to the Master deed. The applicant has received those comments but has not had time to make the changes to the document. The final document shall be subject to the approval of the Township Attorney.

### **Condominium Bylaws (Exhibit A to the Master Deed)**

The draft document was forwarded to the Township Attorney for review and comments.

### **Condominium Subdivision Plan (Exhibit B to the Master Deed)**

The Condominium Subdivision Plan (Exhibit B), dated January 9, 2023, was submitted and has addressed the conditions listed in the approval letter for SP/PD #20-011 dated August 4, 2022 (Preliminary PD approval).

### **Planned Unit Development Agreement**

The draft Planned Unit Development agreement was reviewed by the Township Attorney and minor revisions were suggested. The applicant was made aware of the changes and will resubmit the document for another review by the Township Attorney.

Staff suggests Section E.7.c., which states "Wetlands shall be protected by a conservation easement enforceable by the Township and Association." The Township does not have the authority or resources to



enforce wetland regulations and thus should not be listed as being obligated to do so as described in Section E.7.c.

The applicant has agreed to modify the document as noted.

**Rezoning of the subject property**

*Per Section 3.1.18.D.vii.b., Effect of Approval. Approval by the Township Board of a planned development proposal shall constitute an amendment to the Zoning Ordinance. All improvements and use of the site shall be in conformity with the planned development amendment and any conditions imposed. Notice of the adoption of the amendment shall be published in accordance with the requirements set forth in this Ordinance. The applicant shall record an affidavit with the register of deeds containing the legal description of the entire project, specifying the date of approval, and declaring that all future improvements will be carried out in accordance with the approved planned development unless an amendment thereto is adopted by the Township upon request of the applicant or his successors.*

In this case the current zoning of the two (2) parcels that constitute the planned development is CA (Conservation Agricultural). Once approved the properties will be zoned PD (Planned Development) and will remain with the property as the zoning designation.

**Other Requirements-Zoning Ordinance Standards**

Nothing at this time.

**Township Engineer's Review**

The Township Engineer (SDA) has reviewed the plans and provided comments in the letter dated April 25, 2023.

**Hartland Deerfield Fire Authority Review**

No comments at this time.

**Hartland Township DPW Review**

No comments at this time.

**Attachments**

1. Resolution to Approve
2. Township Engineer (SDA) letter dated 04.25.2023 – PDF version
3. Draft Master Deed – PDF version
4. Draft Condominium Bylaws – PDF version
5. Draft Planned Unit Development Agreement – PDF version
6. SP PD #20-011 Prelim PD Approval letter 08.04.2022 – PDF version
7. Draft Condominium Subdivision Plan dated 01.09.2023 – PDF version

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2023 Planning Commission Activity\Site Plan Applications\SP PD #23-005 Villas of Hartland Final PD\Staff Reports\Planning Commission\SP PD #23-005 Villas Final TB staff report TB 06.01.2023.docx



**Board of Trustees**

William J. Fountain, Supervisor  
Larry N. Ciofu, Clerk  
Kathleen A. Horning, Treasurer

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

---

**RESOLUTION NO. 23-\_\_**

**RESOLUTION TO ADOPT ORDINANCE NO. \_\_\_\_\_,  
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on \_\_\_\_\_, at 7:00 pm.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

**WHEREAS**, the subject property is currently undeveloped and consists of two (2) tax parcels, being tax parcel 4708-19-300-013 (11.00 acres) and tax parcel 4708-19-300-014 (13.51 acres); and

**WHEREAS**, the current zoning of the property indicates the parcel is currently zoned in the CA (Conservation Agricultural) category; and

**WHEREAS**, the Hartland Township Future Land Use Map depicts the property in the Medium Suburban Density Residential category; and

**WHEREAS**, amending the Zoning Map, for the subject property, to the PD (Planned Development) category, based on the proposed development, as approved in Planned Development Site Plan #23-005, would be consistent with the Future Land Use Map designation; and

**WHEREAS**, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject property; and

**WHEREAS**, the Township Planning Commission reviewed the conceptual plan, under Site Plan Application #19-007 on September 12, 2019; and

**WHEREAS**, the Township Board reviewed the conceptual plan, under Site Plan Application #19-007, on October 1, 2019; and

**WHEREAS**, the Township Planning Commission held a public hearing for comments on the proposed Preliminary Planned Development (PD) Site Plan #20-011 on March 11, 2020; however, the plan was not approved and changes were recommended; and

**WHEREAS**, the Township Planning Commission held a second public hearing for comments on the proposed Preliminary Planned Development (PD) Site Plan #20-011 on May 26, 2022; and recommended approval to the Township Board; and

**WHEREAS**, the Township Board approved the Preliminary PD on August 3, 2022; and

**WHEREAS**, the Planning Commission recommended approval of the Final PD #23-005, which will amend the Zoning Map from CA to PD at its May 25, 2023; regular meeting; and

**WHEREAS**, the Township approves Site Plan #23-005 Planned Development, subject to the following conditions:

1. The Final Planned Development Site Plan for the Villas of Hartland Planned Development, SP/PD Application #23-005, is subject to the approval of the Township Board.
2. Final approval of the Villas of Hartland Planned Development (SP/PD Application #23-005) shall require an amendment to the Zoning Ordinance to revise the zoning map and designate the subject property as PD (Planned Development). The subject properties, which constitute the planned development project area (combined total of approximately 24.51 acres), and which are to be rezoned to PD, are as follows:
  - a. Tax Parcel ID #4708-19-300-013 (approximately 11 acres in area); currently zoned CA (Conservation Agricultural)
  - b. Tax Parcel ID #4708-19-300-014 (approximately 13.51 acres in area); currently zoned CA (Conservation Agricultural)
3. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated May 18, 2023, on the Construction Plan set, subject to an administrative review by Planning staff prior to the issuance of a land use permit.

4. The Planned Development Agreement shall comply with the requirements of the Township Attorney.
5. The proposed residential development shall be connected to municipal sanitary sewer. In the event that municipal sanitary sewer is not available for this project, the developer shall re-submit plans to be approved by the Planning Commission and Township Board that provide an acceptable sanitary sewer system.
6. Applicant complies with any requirements of the Township Engineering Consultant, Department of Public Works Director, and all other government agencies, as applicable.
7. Applicant complies with any requirements of the Hartland Deerfield Fire Authority, as outlined per Preliminary PD approval (Site Plan/PD #20-011), on May 26, 2022 (Planning Commission meeting).

**WHEREAS**, the Township Board has determined that amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

**NOW THEREFORE**, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, ("Ordinance"), Ordinance No. \_\_\_\_\_, Ordinance to Amend the Township Zoning Map, as outlined in Ordinance \_\_\_\_.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN                     )  
    )  
 COUNTY OF LIVINGSTON                )

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and

complete copy of certain proceedings taken by Board of said Township at a regular meeting held on the \_\_ day of\_\_\_\_\_, 2023.

---

Larry N. Ciofu, Hartland Township Clerk

## EXHIBIT A

### HARTLAND TOWNSHIP BOARD OF TRUSTEES LIVINGSTON COUNTY, MICHIGAN ZONING MAP AMENDMENT NO. \_\_\_\_\_

#### THE TOWNSHIP OF HARTLAND ORDAINS:

**Section 1. Amendment of Township Zoning Map.** Amend the Zoning Map from CA (Conservation Agricultural) to PD (Planned Development for Tax Parcel Numbers 4708-19-300-013, which consists of approximately 11.00 acres; and 4708-19-300-014, which consists of approximately 13.51 acres; both parcels located on the east side of Hacker Road, north of Highland Road (M-59), in Section 19 of Hartland Township.

**Section 2. Validity and Severability.** Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 3. Repealer Clause.** Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4: Effective Date.** This Ordinance shall become effective immediately following publication.

April 25, 2023

Troy Langer  
Planning Director  
Hartland Township, MI

Re: The Villas of Hartland Site Condominium – Final PD Site Plan Review  
Application No. 20-011  
SDA Review No. HL22-109

Dear Troy:

We have received the final site plan submittal for the above referenced project prepared by Desine, Inc. dated January 9, 2023 and received by our office on April 19, 2023. 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 east side of Hacker Road, north of Highland Road (M-59). It is noted as 24.51 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.

1. The existing site is located within wetlands areas. The current plans indicate that these areas will not be impacted and disturbed. EGLE Permits will be required for any proposed impacts to these areas.
2. Drawings must be sealed by a licensed engineer.

B. Water Main

An existing 12" water main is located northeast of proposed Unit 17 of the site plan. 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 12" water main. 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. The proposed water main will be captured in a 20 foot wide easement.

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

1. The hydrant layout must be reviewed and approved by the Hartland Fire Marshall.
2. 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.

C. Storm Drainage/ Grading

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.

Based on this storm drainage and grading layout, we have the following site plan review comments:

1. Offsite surface runoff shall not be trapped along the development perimeter. If the existing runoff from adjacent properties path onto the proposed site, the proposed storm sewer system must be sized to accommodate.
2. On-site drainage must be captured within the proposed development via the storm sewer network and will not be allowed to drain to adjacent properties.
3. All storm water design calculations are to follow Hartland Township and Livingston County Drain Commissioner standards and details.
4. No outlet retention basins require soil borings and infiltration testing within the basin footprint. LCDC standards are to be followed for requirements of the soil borings and infiltration testing.

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.

1. Private roads shall meet the requirements of Hartland Township Zoning Ordinance Article 30.00, *“Private roads longer than six-hundred (600) feet shall provide one or more additional easements which shall extend from the primary private road easement to the adjoining parcels, unless the Township determines that it would be impractical or not beneficial to connect to existing or future public or private roads on adjoining parcels. The purpose of this requirement is to facilitate the development of a continuous road network”*. Easement shall be equal in width of the private road right of way, and extend east to align with the offsite gap between existing lots. 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 final 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



Luisa Amici  
Municipal Engineer

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

**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).

<b>Drafted By: When Recorded Return To:</b>  Christopher N. Boloven, Esq. CND Law 33762 Schoolcraft Road, Livonia, Michigan 48150	<b>When Recorded Return To:</b>  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 \_\_\_\_\_, 2023, by **HACKER ROAD, 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 private 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) **“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.
- (e) **“Condominium Bylaws”** means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.



(f) **“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.

(g) **“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.

(h) **“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.

(i) **“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.

(j) **“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.

(k) **“Developer”** means **HACKER ROAD, 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.

(l) **“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.

(m) **“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.

(n) **“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.

(o) **“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.

(p) **“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.

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

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

(s) **“Percentage of Value”** means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner’s vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(t) **“Project”** or **“Condominium”** means **VILLAS OF HARTLAND**, a residential site condominium development initially consisting of thirty-seven (37) Units established under the provisions of the Act.

(u) **“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.

(v) **“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.

(w) **“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.

(x) **“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) Mailboxes.**

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

**(f) Water.**

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

**(g) Sanitary Sewer.**

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

**(h) 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;

**(i) 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;

**(j) 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,

**(k) 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) 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.

**(c) 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, to the extent located within or beneath a Unit's boundaries, shall be maintained, repaired and replaced at the expense of the Owner of such Unit serviced by such utility meters, laterals and leads, and to the extent located outside of the Units, at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.

**(d) Storm Water Drainage Facilities.**

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

**(e) 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.

**(f) 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.

**(g) 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.

**(h) 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.

**(i) 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.

**(j) 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.

**(k) 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.

**(l) 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.

**(m) 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 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 thirty-seven (37) Units numbered one (1) through thirty-seven (37), 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 thirty-seven (37) 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 thirty-seven (37) 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 readjustment 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 up to a total of fifty-seven (57) Units by the creation of a maximum of twenty (20) 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 Mortgagee 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 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 ROAD, LLC**

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WAYNE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, appeared **JOSEPH M. ROTONDO**, as Manager of **HACKER ROAD, 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: \_\_\_\_\_, 2023**

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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<sup>1/2</sup>) 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) 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 car, truck, 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.



## PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between HACKER ROAD, LLC, a Michigan limited liability company, with offices at 20771 Randall Street, Farmington Hills, Michigan 48336 (the “Developer”) and the TOWNSHIP OF HARTLAND, a Michigan municipal corporation, whose address is 2655 Clark Road, Hartland, Michigan 48353 (the “Township”) upon the terms and conditions set forth below.

### RECITALS:

A. The Developer has an interest in and wishes to develop land located in the Township of Hartland, Livingston County, Michigan (the “Land”), as more particularly described on Exhibit A attached hereto.

B. The Township of Hartland Zoning Ordinance as amended (the “Zoning Ordinance”) provides for a Planned Development as an optional method of development allowing a mixture of certain types of uses with open space and amenities in order to: encourage flexible, innovative, context-sensitive, and higher-quality design of development; encourage the use of land in accordance with its character and adaptability; facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner; encourage greater compatibility of design and use between neighboring properties; reduce soil erosion by limiting the amount of clearing and grading necessary for development; provide enhanced housing, traffic circulation, and recreational opportunities for the people of the Township; encourage and provide for the preservation of significant natural features, including, but not limited to, steep hillsides, wetlands, significant views, floodplains, and mature woodland areas, that are in the best interest of the community that would otherwise be substantially destroyed by conventional development; provide incentives to develop land containing significant natural features with a similar density to conventional development while preserving natural features that are in the public's interest to save; and promote the vision and goals of the Township’s Master Plan.

C. The Developer desires to develop the Land, which is zoned Conservation Agriculture District (CA) (the “CA District”) as a Planned Development (the “Project”) consisting of a single-family residential condominium development to be located on the portion of the Land legally described on Exhibit A (the “Condominium” or the “Condominium Parcel”).

D. A final PD Development Plan for the Land attached hereto as Exhibit B and made part hereof (hereinafter referred to as the “PD Plan”), was submitted to the Township, reviewed by the Township’s Planning Commission and finally approved by the Township’s Board of

Trustees on \_\_\_\_\_, 2023 following a recommendation from the Planning Commission pursuant to the Zoning Ordinance, subject to the Developer and the Township entering into this Agreement.

E. The components of the PD Plan are as follows:

1. The Condominium shall include a total of not more than fifty-seven (57) single-family residential units.
2. All units and private roads within the Condominium shall abide by the dimensional characteristics described below, unless otherwise depicted on the PD Plan. Deviations from the CA District requirements are approved as set forth below and as depicted on the PD Plan:

	PD Plan	CA District	Approved Deviation
Unit Dimensional Characteristics:			
Area (min.)	3,680 SF	2 acres	83,440 SF
Width (min.)	46 feet	200 feet	154 feet
Setbacks -			
Front	50 feet	50 feet	0 feet
Side (min.)	40 feet	15 feet	0 feet
Rear (min.)	40 feet	50 feet	10 feet

3. The Condominium is anticipated to include the following amenities: (a) open space areas; (b) entrance landscaping and signage; and (c) pedestrian pathways. The Developer shall provide for the maintenance, repair, and replacement, when required, of the above amenities in the Master Deed and other condominium documents for the Condominium (the "Condominium Documents").
4. The Condominium shall incorporate private roads which will be maintained, repaired and replaced by the Association in accordance with the Condominium Documents, unless accepted for public dedication in the future.
6. All public utility improvements, including water main, sanitary sewer, storm sewer, electric lines, gas mains, phone lines and cable within the Condominium, when constructed, are intended for public use and maintenance by the appropriate public agency or private utility. The Condominium Documents will provide that the appropriate entities shall have the right to access the public utilities for repair and maintenance.

7. The Project shall preserve the following natural resources and natural features:

- a. A minimum of 10.70 acres of open space is provided, as depicted on the PD Plan.
- b. Woodlands, subject to lot clearing, and construction and installation of necessary streets, utilities and recreational amenities.
- c. Wetlands shall be protected by a conservation easement enforceable by the Township and the Association.

8. The Project shall permit the following uses:

- a. The residential units within the Condominium may be used for single-family detached dwellings and associated accessory uses and structures.

F. Each party represents that, to the best of its knowledge, this Agreement and its entry into this Agreement does not violate any law, regulation, or agreement, and that there is no pending or threatened litigation which would encumber the Land or otherwise prohibit it from entering into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Developer and the Township do hereby agree as follows:

1. PD Plan of Development. The Project may be developed in accordance with the PD Plan, as defined in Paragraph D of the Recitals hereto, and subject to and in accordance with the provisions set forth below and set forth in Paragraph E of the Recitals hereto, which are incorporated into this Agreement as if fully set forth herein.

2. Phases. It is anticipated that the Project and associated amenities will be developed in two phases as identified below. The estimated timeline for commencement and completion of each of these phases is subject to market conditions, but is generally anticipated to conform to the following schedule:

	<u>Estimated Construction Commencement Date</u>	<u>Estimated Construction Completion Date</u>
Phase 1	April 2024	June 2025
Phase 2	April 2026	June 2027

It is understood that the phasing plan represents the Developer's best estimate as to its present expectations, and the actual phasing may vary based on market conditions and other unanticipated factors and events.

3. Condominium Documents. The Master Deed shall provide for the establishment of the association of unit owners (the "Association"), to have ownership and control over the common areas within the Condominium, or, if applicable, within each phase, among other powers and obligations. Open space and amenities in the Condominium shall be set aside by the establishment of restrictions in the Condominium Documents, which shall preserve the areas as open space (subject to trail and other recreational use), to be maintained by the Association as Common Elements. The Association shall be responsible for maintenance, repair, and replacement required within such common areas. The Association will assess such costs to the owners of the units as expenses of administration. Upon recording of the Master Deed the Association be responsible for of all subsequent maintenance, repair, and replacement liabilities as to such common areas.

4. Review and Approval of Condominium Documents. The Master Deed, Bylaws, and restrictions governing the development of the Condominium have been prepared by the Developer and submitted to the Township for final review and approval, which review shall be limited to a determination that they comply with applicable statutes of the State of Michigan and are materially consistent with this Agreement and the Project.

5. Effect of PD Approval; Adjustments.

- a. The Developer and Township acknowledge and agree that rezoning of the Land as a PD constitutes approval of the PD Plan attached as Exhibit B as the plan for the general configuration, road layouts, locations and amounts of land occupied by permitted uses, and setbacks, subject to issuance of individual building permits for future improvements, where applicable.
- b. With respect to the portions of the Project under control of the Developer, adjustments including, but not limited to, minor realignment of roads, adjustments to setbacks, lot lines and property configurations, elimination of lots or units, road name changes, etc., which further the spirit and intent of the PD Plan and do not alter the overall layout or integrity of the PD Plan may be allowed, subject to staff approval. Such minor adjustments shall not require amendment to this Agreement. However, any changes in the proposed use of the Land or any increase in the number of units in the Condominium must be effected in accordance with the applicable ordinances of the Township.

6. Right to Permits. The Township shall timely issue, upon payment of the Township of applicable fees, if any, all building and other permits required for the Project and any improvements to be constructed in the Project, which are in compliance with the PD Plan, this Agreement, and all other applicable Township requirements, subject to such modification thereof as provided in Paragraph E of the Recitals hereto.

7. Amendments. The Developer and the Township agree to amend this Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statute, ordinance, rule, regulation, or requirement relating to the Project, and that any such amendment shall be effective as if originally set forth herein. In addition, the Developer and the Township agree to amend this Agreement and the Exhibits attached hereto as may be appropriate, necessary, or required in order to conform to any final surveys and engineering requirements and any final plats or plans which shall have been approved by the Township from time to time.

8. Binding; Run with Land; Successor and Assigns. The approval of the PD Plan and the terms, provisions, and conditions of this Agreement are for the benefit of the land and shall run with the land and shall bind and inure to the benefit of the parties to this Agreement and their successors and assigns. Except for the successors and assigns of the parties hereto, no other parties shall have any rights with respect to this Agreement and, without limiting the foregoing, there are and shall be no third-party beneficiaries of this Agreement,

9. Conflict with Ordinance; Default. In the event of a conflict between the provisions of this Agreement and the provisions of the Township's Zoning Ordinance or any other Township ordinance, rule or regulation, the provisions of this Agreement shall control. Any violation of the terms of this Agreement shall be deemed a violation of the Zoning Ordinance and the remedies of the Township for a violation shall be such remedies as are provided for a violation of the Zoning Ordinance, after notice and not less than a sixty (60) day period to cure, unless such violation cannot reasonably be cured within such sixty (60) day period in which event the Developer shall have such further period of time as may be reasonably necessary to cure such default provided that Developer commences action to cure such default within such sixty (60) day period and thereafter continuously and diligently attempts to cure the same.

10. Entire Agreement; Termination. This Agreement constitutes the entire agreement between the parties relating to the Land and to development of the Project, and may not be modified replaced or amended, without the prior written consent of the Developer and the Township.

11. Authority. The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties hereto.

12. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

13. Notices. Any notices required by the terms of this Agreement shall be in writing, and mailed to the other party via Certified U.S. Mail addressed to such party at the address set forth at the beginning of this Agreement, or to such other address as one party may provide to the other by notice, and shall be deemed given on the date that is two (2) business days after the date postmarked.

14. Exercise of Performance. Each party is excused from performance of any of the requirements of this Agreement when non-performance is the result of acts of God or other conditions, events, or occurrences beyond the control of such party.

15. Best Efforts. Each party will exercise its best efforts to perform its obligations hereunder within such times as are set forth herein. Each party acknowledges that construction cannot commence during the months of December, January, February and March.

16. Four Year Limitation; Termination. If development of the Project is not commenced within four (4) years after the Effective Date, then either party may by notice to the other terminate this Agreement, without further liability or claims hereunder. In such event, the Land may be developed in accordance with the regulations applicable to the CA District in effect on the date hereof, or at such greater densities as may be permitted on such portion of the Land by the Zoning Ordinance.

17. Model Home Sales Office. Sales of real estate and homes located within the Condominium may be conducted from model homes or residential units to be constructed on site. Such temporary sales office use shall comply with the requirements in the Township Zoning Ordinance, and shall be terminated at the completion of the sale of all units, at which time the sales office shall either be removed or converted to residential use.

18. Short Form; Recording. Either party may, and both parties shall upon the request of the other, execute a short form of this Agreement for recording with the Livingston County Register of Deeds.

*[Signatures begin on following page.]*

IN WITNESS WHEREOF, this Agreement has been executed by the Developer and the Township as of the Effective Date.

HACKER ROAD, LLC  
a Michigan limited liability company

By: \_\_\_\_\_  
Joseph M. Rotondo  
Its: Manager

STATE OF MICHIGAN     )  
  )  
COUNTY OF \_\_\_\_\_)

This document was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Joseph M. Rotondo, as Manager of Hacker Road, LLC, a Michigan limited liability company,  
on behalf of the company.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

TOWNSHIP OF HARTLAND,  
a Michigan Municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )  
COUNTY OF \_\_\_\_\_)

          This document was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, on behalf of the Township.

\_\_\_\_\_  
\*

Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

DRAFTED BY AND AFTER  
RECORDING RETURN TO:



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE LAND**

## **EXHIBIT B**

### **PD PLAN**



Board of Trustees

William J. Fountain, Supervisor  
Larry N. Ciofu, Clerk  
Kathleen A. Horning, Treasurer

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

August 4, 2022

Joseph Rotondo  
20771 Randall  
Farmington Hills, MI 48336

**RE: Site Plan/PD Application #20-011 – Villas of Hartland Planned Development  
Preliminary Planned Development Site Plan**

Dear Mr. Rotondo:

On Thursday May 26, 2022, the Planning Commission recommended approval of Site Plan/PD Application #20-011, the Preliminary Planned Development Site Plan for the Villas of Hartland Planned Development. The Township Board approved Site Plan/PD Application #20-011 at their regular meeting on August 3, 2022.

Approval was 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; unless the Public Works Department authorizes the installation of street trees between the back of curb and sidewalk.
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 July 26, 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. The applicant shall install a second row of evergreen trees along Hacker Road between the existing wetland and Hacker Road, to act as a screen.

8. The applicant shall install a variety of trees in the open space area south of Pastir Lane and north of Morelli Court.
9. The applicant shall identify existing trees along Hacker Road that can be saved and shall make attempts to save those existing trees.

If you have any questions, please contact me at (810) 632-7498.

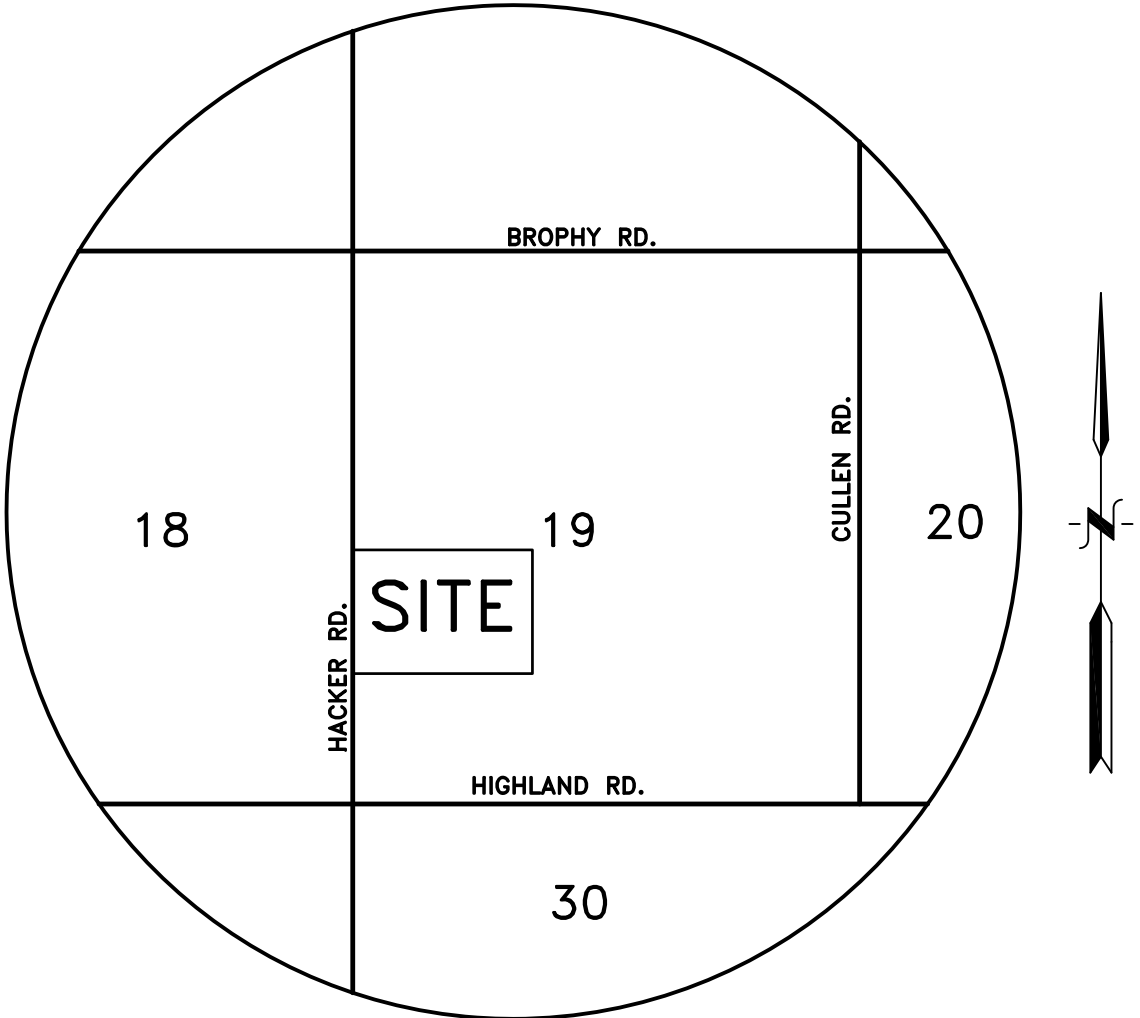
Sincerely,



Troy Langer  
Planning Director



FINAL 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.

**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
  - W1 MORELLI COURT WATERMAIN, PLAN & PROFILE
  - W2 PASTIR LANE WATERMAIN, PLAN & PROFILE
  - W3 HACKER ROAD WATERMAIN, PLAN & PROFILE
  - WS WATERSHED PLAN
  - DT1 NOTES & DETAILS
- 1 of 1 HARTLAND TOWNSHIP ROAD STANDARD DETAILS  
1 of 2 HARTLAND TOWNSHIP STORM SEWER STANDARD DETAILS  
2 of 2 HARTLAND TOWNSHIP STORM SEWER STANDARD DETAILS  
1 of 1 HARTLAND TOWNSHIP WATER MAIN STANDARD DETAILS  
1 of 1 LIVINGSTON COUNTY SANITARY SEWER STANDARD DETAILS

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

**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.



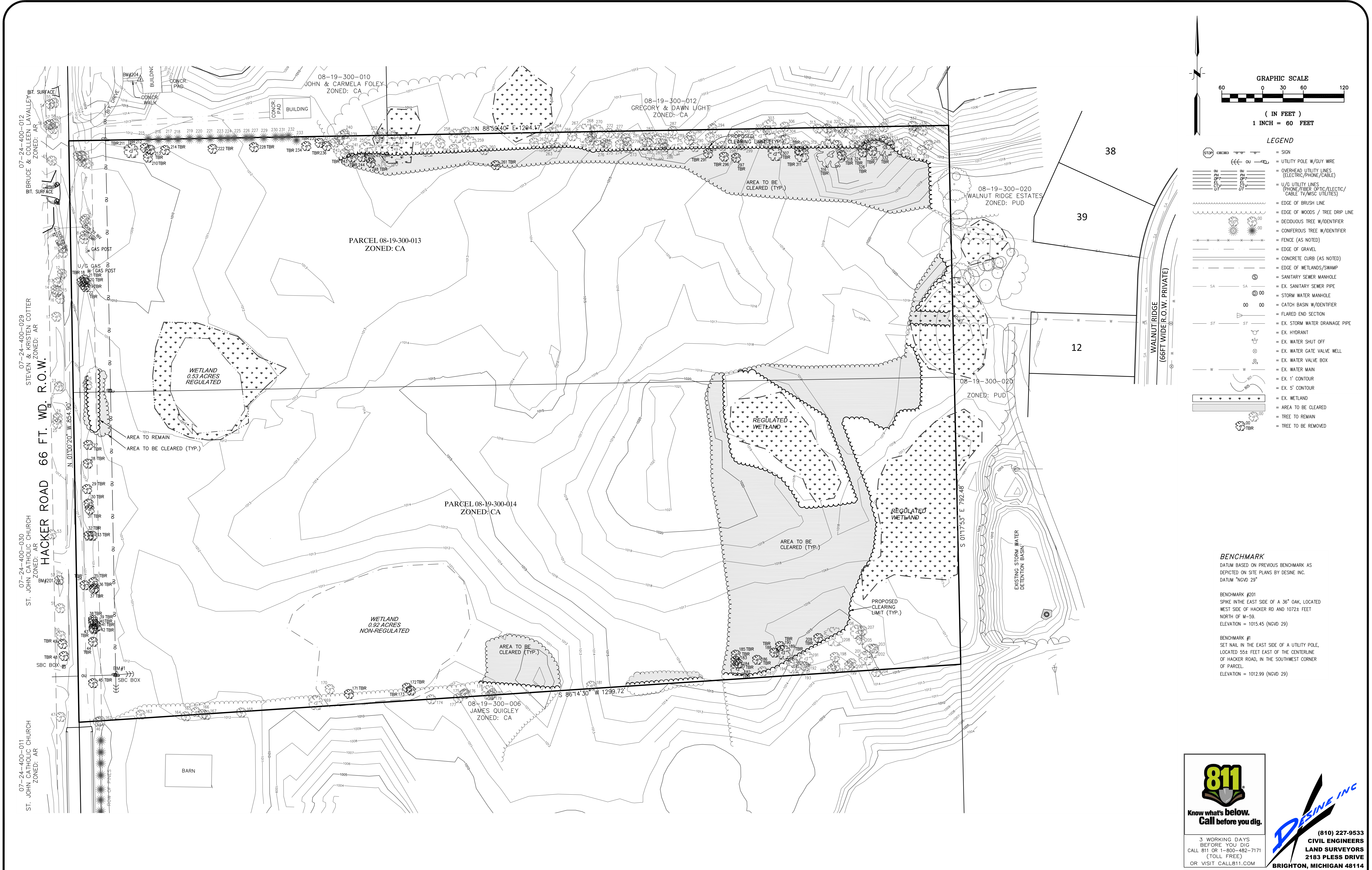
OWNER / DEVELOPER  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

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

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

REVISED	SCALE: NONE
	PROJECT No.: 234431
	DWG NAME: 2775 COV
	PRINT: JAN. 9, 2023





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

VILLAS OF  
HARTLAND

EXISTING CONDITIONS  
AND  
CLEARING PLAN

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

SCALE: 1in. = 60ft.  
PROJECT No.: 234431  
DWG NAME: 2775 EX  
ISSUED: JAN. 9, 2023

EX1

811

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CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114



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" TWN
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" 9"
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"



**811**  
Know what's below.  
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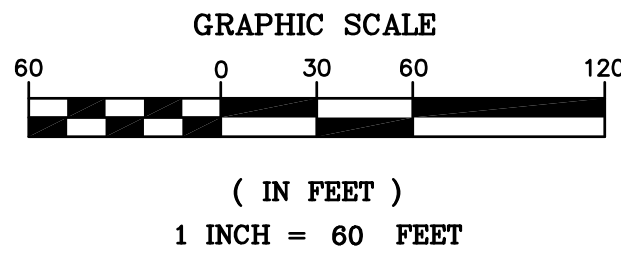
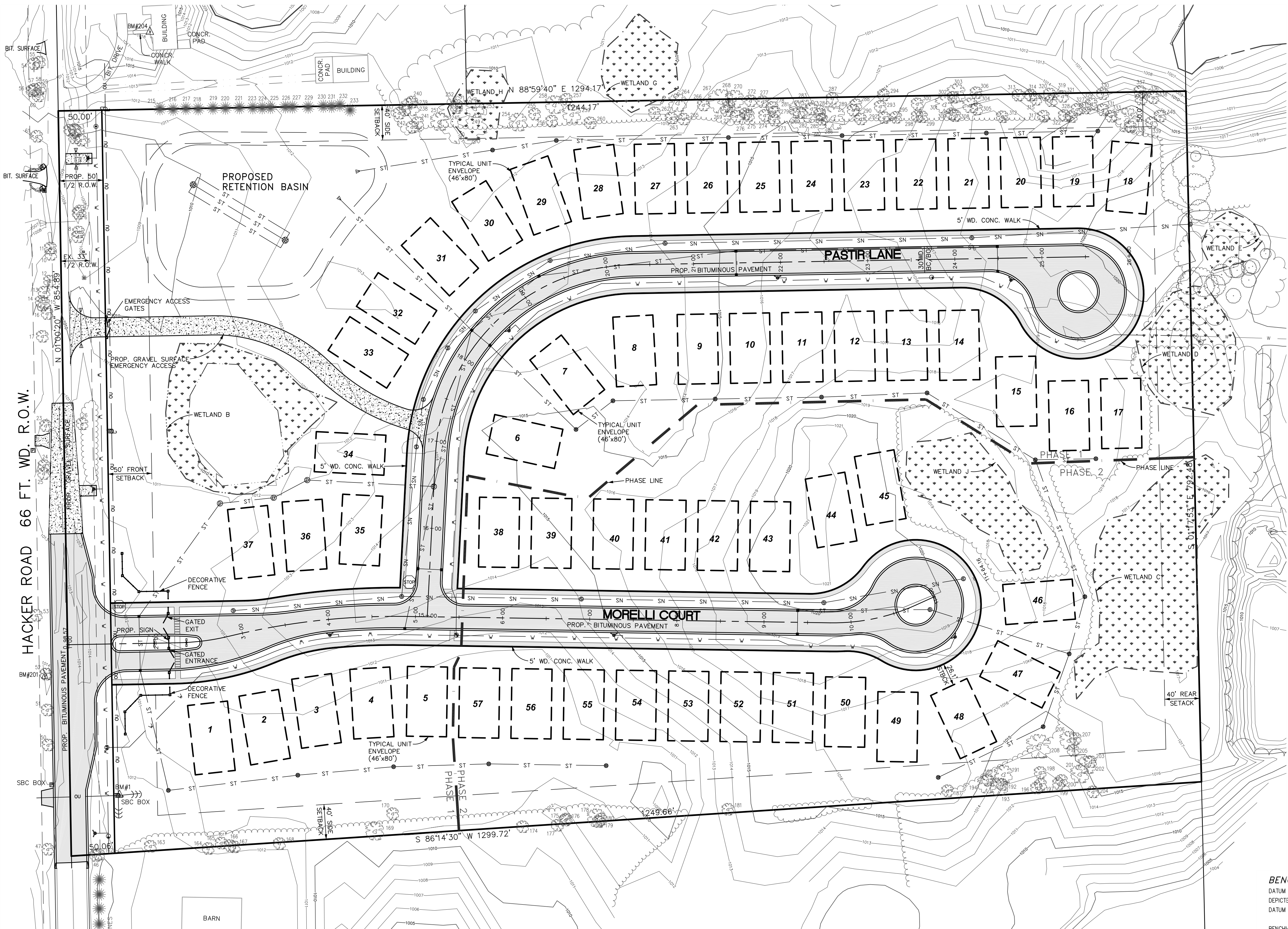
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2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN: DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	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.: 234431  DWG NAME: 2775 EX  ISSUED: <b>JAN. 9, 2023</b>	EX2





- 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
  - = 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 2023
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 554 FEET EAST OF THE CENTERLINE  
OF HACKER ROAD, IN THE SOUTHWEST CORNER  
OF PARCEL.  
ELEVATION = 1012.99 (NGVD 29)

3 WORKING DAYS  
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LAND SURVEYORS  
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BRIGHTON, MICHIGAN 48114

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

VILLAS OF  
HARTLAND

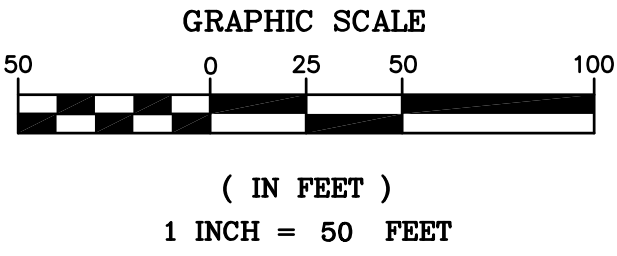
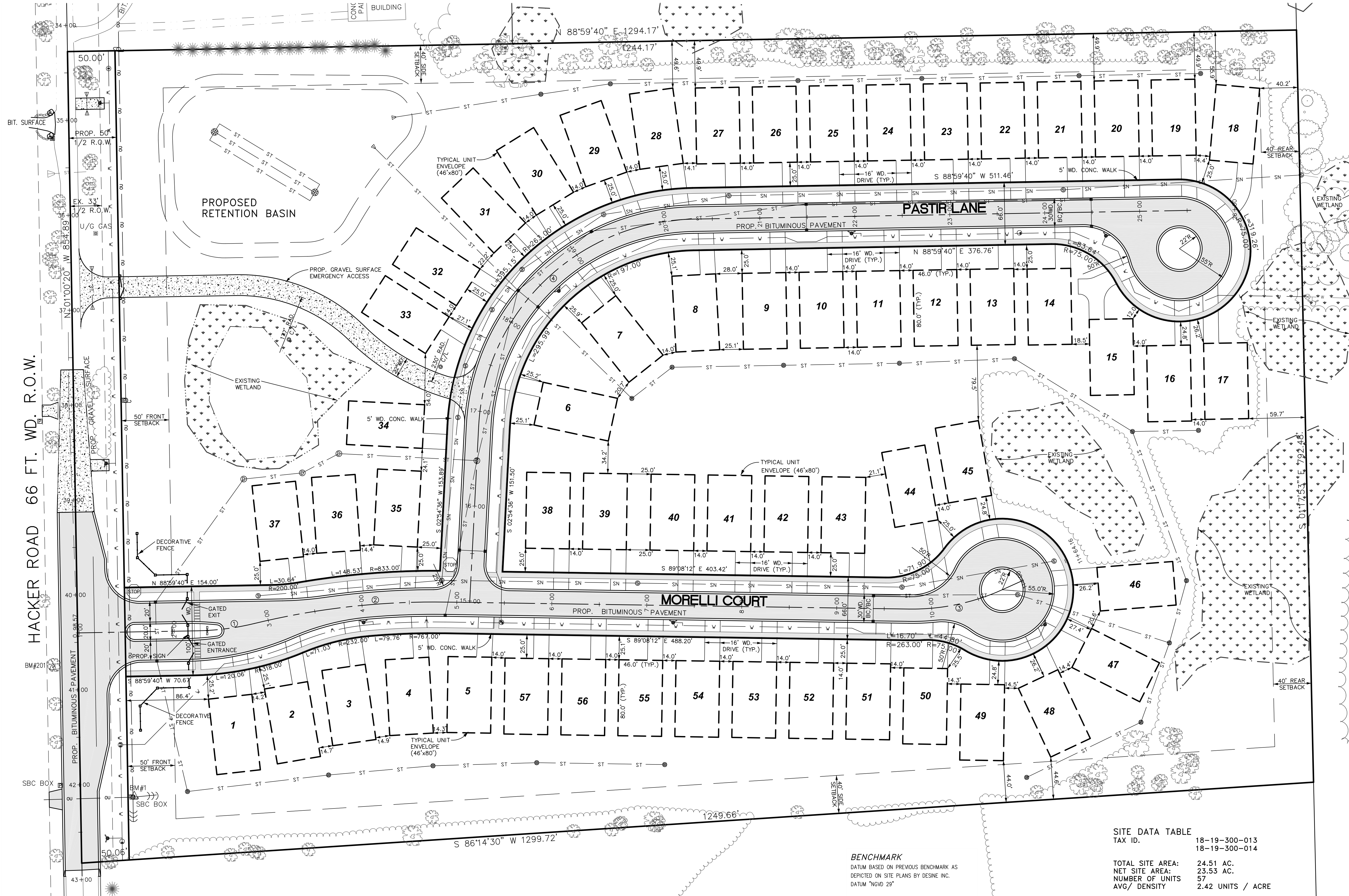
DEVELOPMENT PLAN

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

SCALE: 1in. = 60ft.  
PROJECT No.: 234431  
DWG NAME: 2775 DEV  
ISSUED: JAN. 9, 2023

DV





- LEGEND**
- STOP 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
  - 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'	203.07'	202.52'	N89°59'29"E	14°32'37"
3	230.00'	100.98'	100.17'	N78°17'08"E	25°5'20"
4	230.00'	345.57'	313.97'	S45°57'08"W	86°5'4"

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

VILLAS OF  
HARTLAND

SITE PLAN

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

SCALE: 1in. = 50ft.  
PROJECT No.: 234431  
DWG NAME: 2775 SP  
ISSUED: JAN. 9, 2023

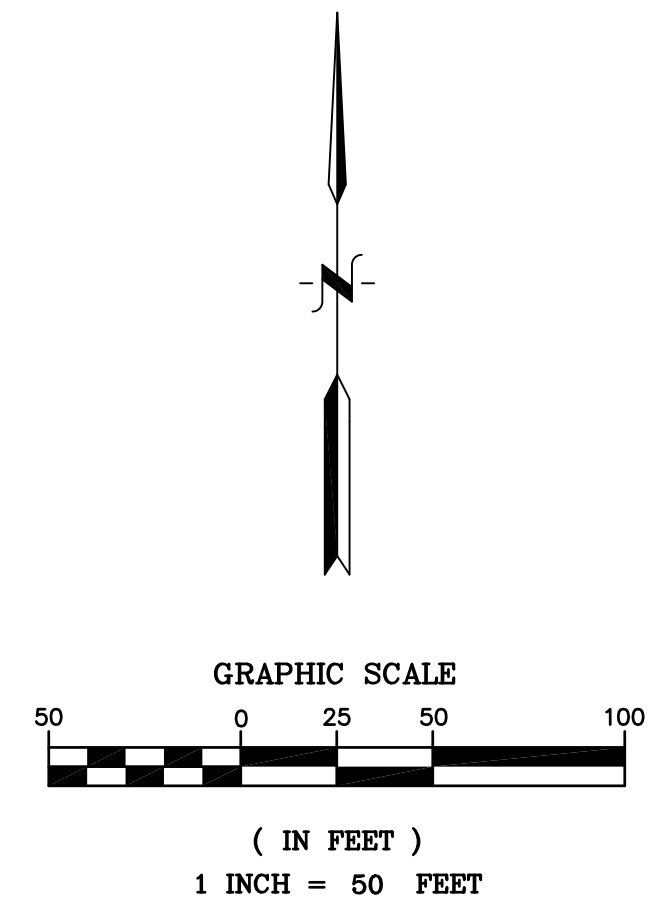
SP

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LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114





- CONTRACTOR SHALL FIELD LOCATE AND CONNECT TO EXISTING 12" DIA. WATERMAIN
- CONTRACTOR SHALL FIELD LOCATE AND CONNECT TO EXISTING SANITARY MANHOLE
- 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
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  - 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

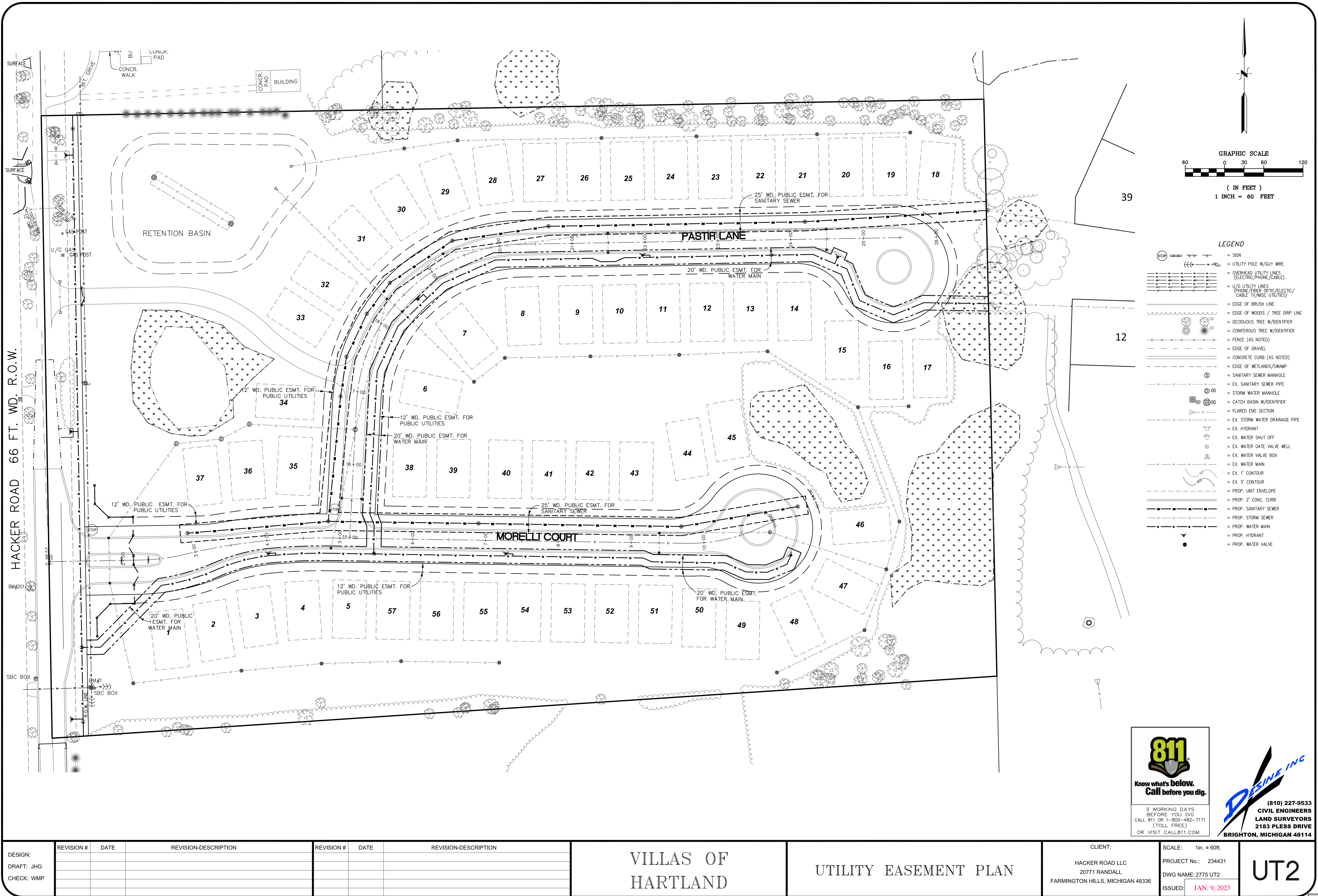
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BRIGHTON, MICHIGAN 48114

DESIGN:	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	VILLAS OF HARTLAND	UTILITY PLAN	CLIENT:	SCALE:	PROJECT No.:	DWG NAME:	ISSUED:	UT1
DRAFT: JHG									HACKER ROAD LLC	1in. = 50ft.	234431	2775 UT	JAN. 9, 2023	
CHECK: WMP									20771 RANDALL					
									FARMINGTON HILLS, MI. 48336					





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

VILLAS OF  
HARTLAND

UTILITY EASEMENT PLAN

CLIENT:	SCALE: 1in. = 60ft.
HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336	PROJECT No.: 234431
	DWG NAME: 2775 UT2
	ISSUED: JAN. 9, 2023
	UT2



<b>Hacker Road Project</b>	
<b>Water Main Basis of Design</b>	
EX to Tee @ V 1-2	
<b>Design Factors:</b>	
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
<b>Calculated Pressure Loss</b>	
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
<b>Calculated Flow Velocity</b>	
Flow velocity	V = 3.41 ft/s
<b>Resultant Pressures</b>	
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	

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

Tee @ V 1-2 to Tee @ V 3-4	
<b>Design Factors:</b>	
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
<b>Calculated Pressure Loss</b>	
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
<b>Calculated Flow Velocity</b>	
Flow velocity	V = 3.41 ft/s
<b>Resultant Pressures</b>	
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

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

Tee @ V 3-4 to Tee @ V 5-6	
<b>Design Factors:</b>	
Equivalent length of pipe	L = 737 feet
Hazen-Williams roughness constant	C = 110
Design flow volume	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
<b>Calculated Pressure Loss</b>	
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
<b>Calculated Flow Velocity</b>	
Flow velocity	V = 3.41 ft/s
<b>Resultant Pressures</b>	
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	

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

Tee @ V 5-6 to HYD-K	
<b>Design Factors:</b>	
Equivalent length of pipe	L = 771 ft
Hazen-Williams roughness constant	C = 110
Design flow volume	Q = 1200 gpm
Pipe diameter	Dia = 12.0 inches
<b>Calculated Pressure Loss</b>	
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
<b>Calculated Flow Velocity</b>	
Flow velocity	V = 3.41 ft/s
<b>Resultant Pressures</b>	
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 =	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

[illegible]


# STORM SEWER STRUCTURE DATA

FES-100	YB-117	CB-140	YB-147	CB-160	YB-173
36" INV. 1000.00	4" DIA.	4" DIA.	4" DIA.	6" DIA.	4" DIA.
N. 414470.51	N. 413756.46	N. 414274.18	N. 414000.64	N. 413535.37	N. 414518.54
E. 13276862.27	E. 13276661.91	E. 13277004.49	E. 13277728.61	E. 13277394.50	E. 13277308.66
	RIM 1010.60	RIM 1014.19	RIM 1018.00	RIM 1014.88	RIM 1014.30
CB-110	18" E. 1003.38	24" SE. 1001.83	18" S. 1009.75	12" E. 1006.98	12" E. 1006.98
6" DIA.	24" NW. 1002.98	24" NW. 1001.73	18" S. 1009.65	36" SW. 1000.73	12" W. 1007.40
N. 414291.50	SUMP 1000.98	SUMP 999.73	SUMP 1007.65	36" NW. 1000.63	12" W. 1007.40
E. 13277018.51				SUMP 998.63	SUMP 1005.40
RIM 1014.19	YB-118	YB-141	YB-148		MH-174
24" SE. 1001.65	4" DIA.	4" DIA.	4" DIA.	CB-161	4" DIA.
36" SW. 1000.95	N. 413776.98	N. 414180.16	N. 413934.68	4" DIA.	N. 414523.51
36" NE. 1000.85	E. 13276830.04	E. 13277114.83	E. 13277712.02	N. 414388.90	E. 13277438.95
SUMP 998.85	RIM 1009.50	RIM 1013.80	RIM 1016.80	E. 13277320.00	RIM 1014.80
	18" E. 1003.75	24" E. 1002.28	12" NW. 1013.35	12" E. 1008.25	12" W. 1008.25
MH-111	18" W. 1003.65	24" NW. 1002.18	12" SW. 1013.04	12" E. 1012.04	12" W. 1008.15
5" DIA.	SUMP 1001.65	SUMP 1000.18	18" N. 1009.95	12" S. 1011.64	
N. 414111.86			SUMP 1007.95	12" W. 1011.54	YB-175
E. 13276859.13	YB-119	YB-142		SUMP 1009.54	4" DIA.
RIM 1016.40	4" DIA.	4" DIA.	YB-149		N. 414529.93
12" S. 1003.60	N. 413789.00	N. 414213.90	CB-162	CB-162	E. 13277604.39
24" W. 1001.68	E. 13276839.72	E. 13277182.51	N. 413850.52	4" DIA.	RIM 1015.60
24" NE. 1001.58	RIM 1009.50	RIM 1013.60	E. 13277683.87	N. 414400.48	12" W. 1009.18
	12" E. 1004.35	18" E. 1002.49	RIM 1015.70	E. 13277619.74	12" E. 1009.08
YB-112	18" W. 1003.95	24" W. 1002.39	12" W. 1010.81	RIM 1020.13	SUMP 1007.08
4" DIA.	SUMP 1001.95	SUMP 1000.39	12" NE. 1010.71	12" S. 1013.34	
N. 414115.60			SUMP 1008.71	12" W. 1013.24	YB-176
E. 13276833.76	YB-120	YB-143	YB-150	SUMP 1011.24	2" DIA.
RIM 1012.00	4" DIA.	4" DIA.			N. 414534.89
24" SW. 1001.97	N. 413794.53	N. 414218.43	2" DIA.	CB-163	E. 13277732.32
24" E. 1001.87	E. 13277048.78	E. 13277299.81	N. 413789.89	2" DIA.	RIM 1010.82
SUMP 999.87	RIM 1009.50	RIM 1013.80	E. 13277564.77	N. 414371.54	12" W. 1009.82
	12" E. 1004.91	18" E. 1007.12	SUMP 1015.70	E. 13277620.85	SUMP 1007.82
YB-113	12" W. 1004.81	24" W. 1002.72	12" E. 1011.35	RIM 1020.13	
4" DIA.	SUMP 1002.81	SUMP 1000.72	SUMP 1009.35	12" N. 1013.65	

EX. MH-16	
N. 414430.34	N. 414430.34
E. 13277840.53	
4" DIA.	
RIM 1019.60	
8" W. 1003.30	
MH-11	MH-22
N. 414409.43	N. 413985.83
E. 13277590.31	E. 13277151.03
4" DIA.	4" DIA.
RIM 1020.40	RIM 1019.50
8" W. 1004.40	8" E. 1009.76
8" E. 1004.30	8" W. 1009.66
MH-12	
N. 414395.79	
E. 13277238.50	
4" DIA.	
RIM 1016.90	
8" W. 1005.91	
8" S. 1005.91	
8" E. 1005.81	
MH-13	
N. 414373.23	
E. 13277107.06	
4" DIA.	
RIM 1015.80	
8" W. 1006.54	
8" E. 1006.44	
MH-14	MH-30
N. 414313.60	N. 413964.14
E. 13277022.56	E. 13276751.98

E. 13276795.66	YB-121	YB-144	MH-151	
RIM 1012.00	2' DIA.	4' DIA.	4' DIA.	CB-164
24" W. 1002.13	N. 413795.36	N. 414223.13	N. 413982.09	18" INV. 1000.00
24" NE. 1002.03	E. 13277185.53	E. 13277421.71	E. 13277551.29	N. 414360.94
SUMP 1000.03	RIM 1012.10	RIM 1016.80	RIM 1021.50	E. 13277321.08
	12" W. 1005.47	18" E. 1007.95	12" W. 1012.47	RIM 1017.12
YB-114	SUMP 1003.47	18" W. 1007.85	12" SE. 1012.37	12" N. 1011.75
4' DIA.		SUMP 1005.85	SUMP 1010.37	SUMP 1009.75
N. 414086.71	CB-130			FES-170
E. 13276734.16	4' DIA.	YB-145	CB-152	18" INV. 1000.00
RIM 1012.00	N. 414016.69	4' DIA.	4' DIA.	N. 414470.51
24" SW. 1002.31	E. 13276962.36	N. 414230.47	N. 413978.31	E. 13276882.27
36" E. 1002.21	RIM 1015.44	E. 13277542.69	E. 13277399.55	
SUMP 1000.21	12" E. 1010.62	RIM 1017.50	RIM 1019.11	
	12" S. 1005.13	18" SE. 1008.54	12" S. 1014.39	YB-171
CB-115	12" N. 1005.03	18" W. 1008.44	12" E. 1012.29	4' DIA.
4' DIA.	SUMP 1003.03	SUMP 1006.44	SUMP 1012.29	N. 414498.51
N. 413955.19				E. 13277038.38
E. 13276644.00	CB-131	YB-146	CB-153	RIM 1011.50
RIM 1012.00	2' DIA.	4' DIA.	2' DIA.	18" E. 1005.79
24" S. 1002.62	N. 414015.95	N. 414156.41	N. 413950.31	18" W. 1000.30
24" NE. 1002.52	E. 13276990.34	E. 13277668.49	E. 13277399.71	SUMP 998.30
SUMP 1000.52	RIM 1016.00	RIM 1018.80	RIM 1019.11	
	12" N. 1005.14	12" E. 1012.85	12" N. 1014.53	CB-172
CB-116	SUMP 1003.14	18" S. 1009.15	SUMP 1012.53	4' DIA.
4' DIA.		18" NW. 1009.05		N. 414511.01
N. 413893.26	CB-132	SUMP 1007.05	YB-154	E. 13277111.30
E. 13276646.82	2' DIA.		2' DIA.	RIM 1012.00
RIM 1012.00	N. 413947.64		N. 414519.09	12" E. 1006.41
24" S. 1002.80	E. 13276849.23		E. 13277737.93	18" W. 1006.01
24" N. 1002.70	RIM 1015.44		RIM 1018.80	SUMP 1004.01
SUMP 1000.70	12" W. 1010.71		12" W. 1013.13	
	SUMP 1008.71		SUMP 1011.13	

	RIM 1014.85	RIM 1013.80
	8" SW. 1007.06	8" E. 1009.61
	8" E. 1006.96	
	MH-15	
N.	414270.55	
E.	13276991.82	
	4' DIA.	
	RIM 1015.00	
8"	SW. 1007.37	
8"	NE. 1007.27	
	MH-16	
N.	414210.88	
E.	13276965.05	
	4' DIA.	
	RIM 1015.50	
8"	NE. 1007.73	
8"	NE. 1007.63	
	MH-17	
N.	414156.34	
E.	13276958.19	
	4' DIA.	
	RIM 1016.90	
8"	NE. 1008.05	
8"	NE. 1007.95	
	MH-20	
N.	414195.97	
E.	13277246.21	
	4' DIA.	
	RIM 1016.60	
8"	NE. 1007.60	



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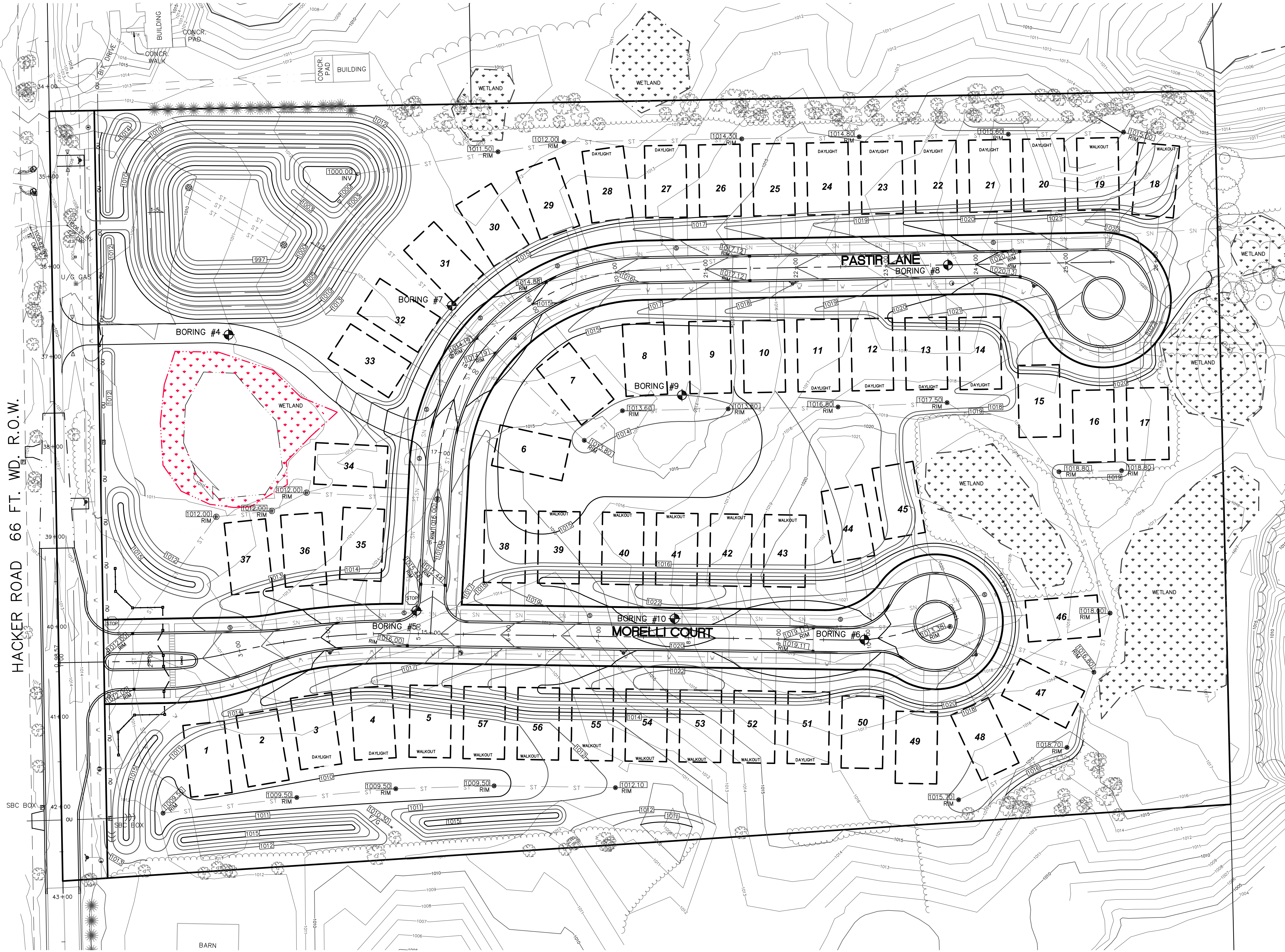
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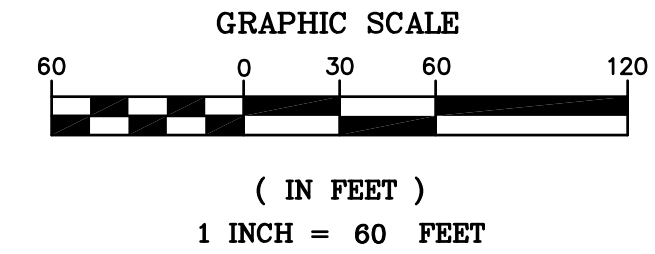
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**CIVIL ENGINEERS**  
**LAND SURVEYORS**  
**2183 PLESS DRIVE**  
**BRIGHTON, MICHIGAN 48114**

DESIGN: DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	VILLAS OF HARTLAND	UTILITY CALCULATIONS	CLIENT: HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI. 48336	SCALE: NONE	UT3
										PROJECT No.: 234431	
										DWG NAME: 2775 UT	
										ISSUED: JAN. 9, 2023	





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

FLOOR ELEVATION TABLE

Unit	F/G	F/G (1.7' above G/F)	B/F (9.8' below F/F)	Lowest Allowable Opening
1	1014.19	1015.89	1006.09	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	1019.86	1021.56	1011.76	1014.80
26	1019.22	1020.92	1011.12	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)

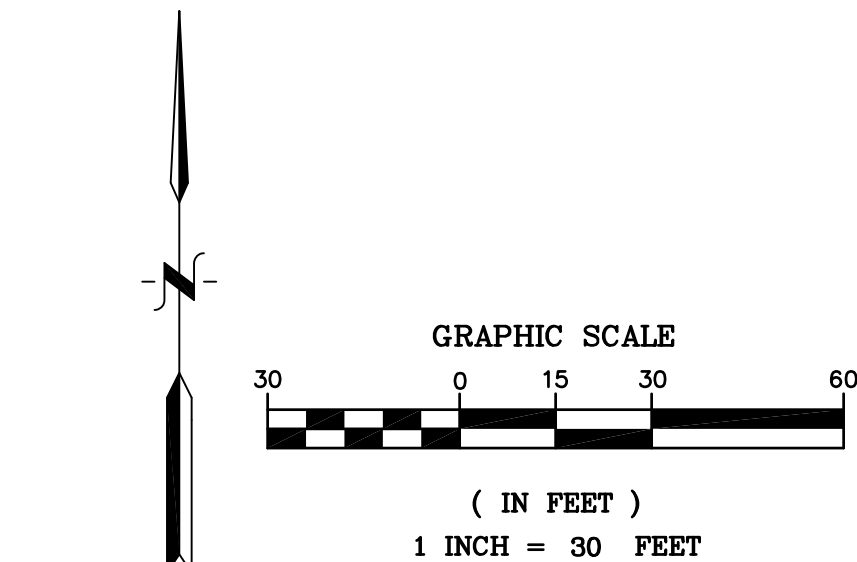
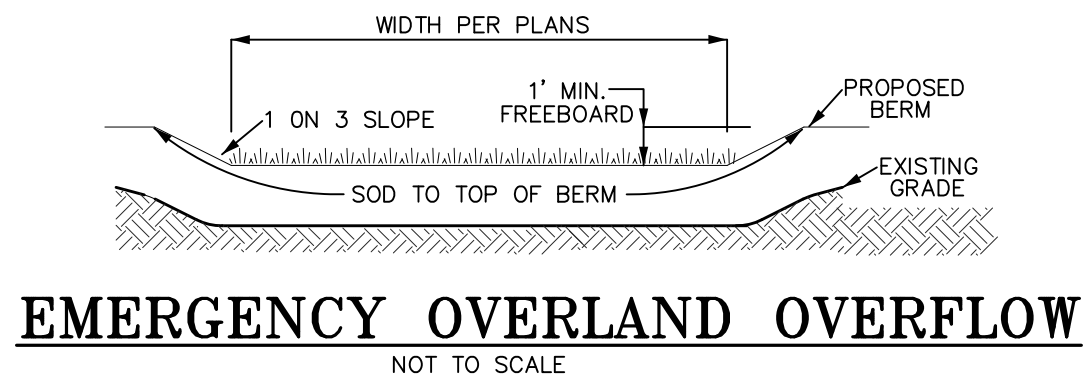
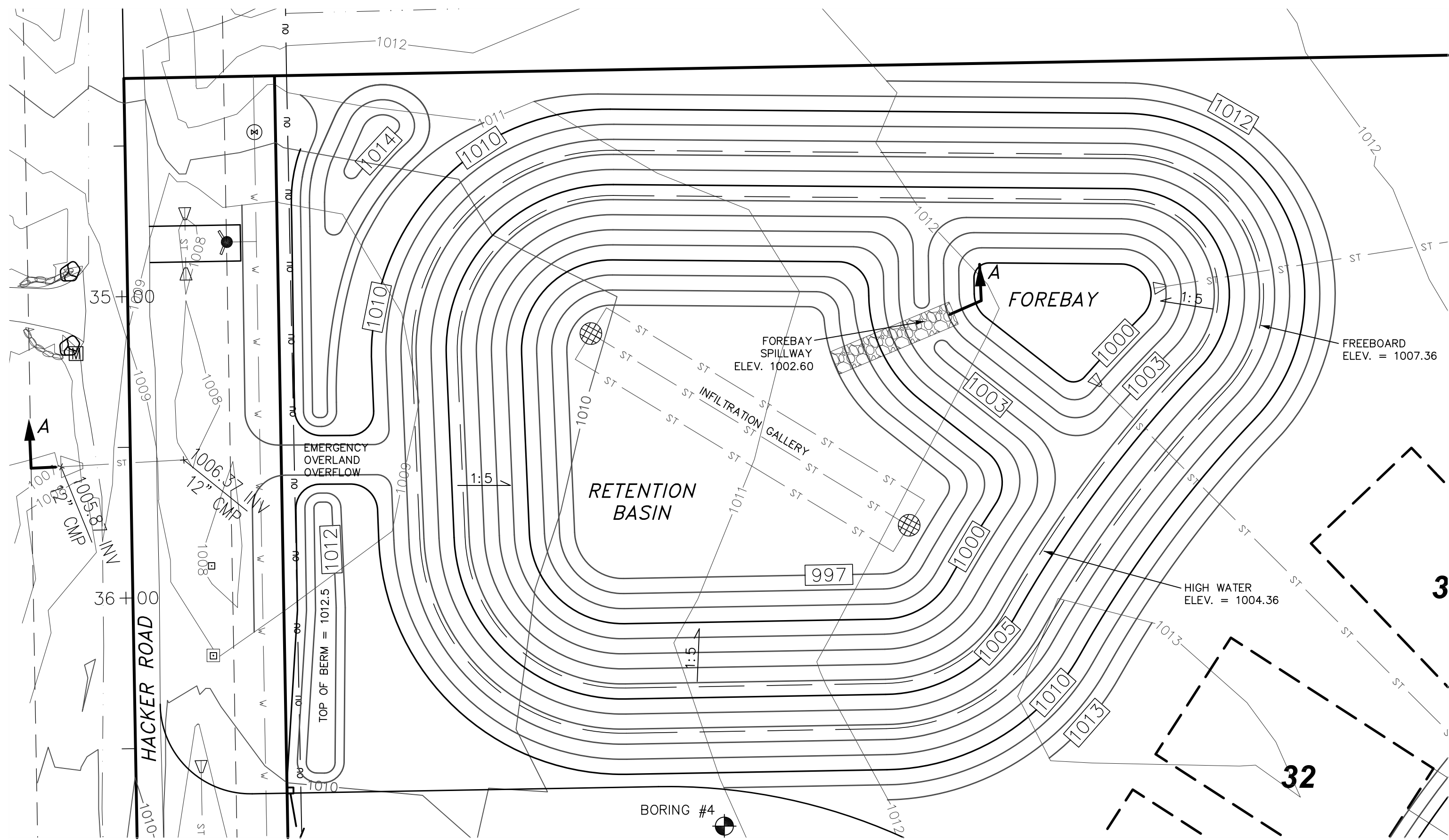
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DESIGN: DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	VILLAS OF HARTLAND	GRADING PLAN	CLIENT: HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI 4836-5320	SCALE: 1in. = 60ft. PROJECT No.: 234431 DWG NAME: 2775 GR ISSUED: JAN. 9, 2023	GR1
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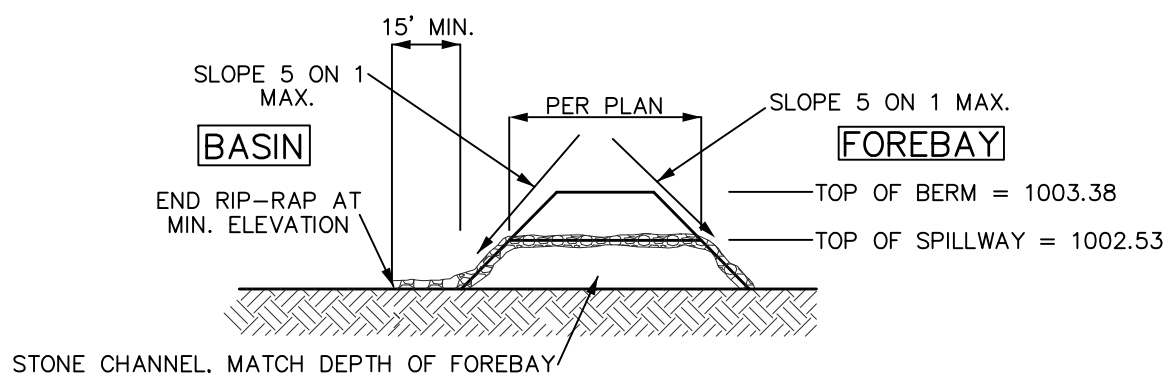


PROPOSED RETENTION BASIN CALCULATIONS			
WATERSHED AREA	=	19.79	Acres
Volume = (Watershed Area) x (43,560 sq.ft./ac) x (2 inches)/(12 ft/inch)			
Retention Volume Required	=	143,675	cubic feet

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	22,599	79,590
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	52,166	50,055	347,455

Retention Storage Elevation Calculation:			
ELEV	VOLUME	VOLUME REQ.	ELEVATION
LOWER 1004.00	136,752	143,675	1004.20
HIGHER 1005.00	171,292		

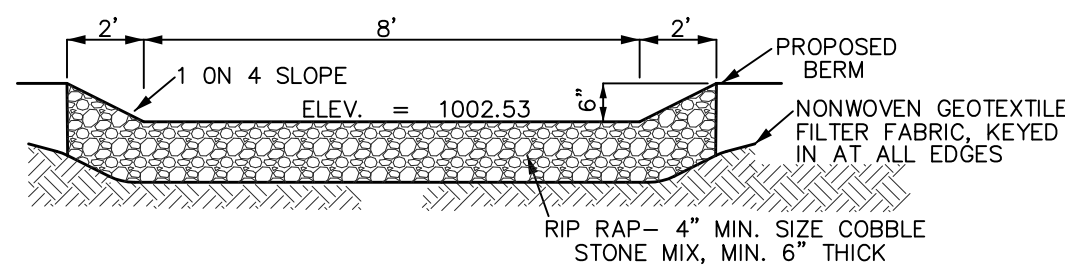
Forebay Storage Calculation:				
POND DEPTH FT	ELEV.	CONTOUR AREA (SF)	INCREMENTAL VOLUME (CF)	TOTAL VOLUME (CF)
BOTTOM	1000.00	1,589		
1.0	1001.00	2,475	2,016	2,016
2.0	1002.00	3,534	2,989	5,005
3.0	1003.00	4,765	4,134	9,139
	ELEV.	VOLUME	VOLUME REQ.	ELEVATION
LOWER	1002.00	5,005	7,184	1002.53
HIGHER	1003.00	9,139		



### FOREBAY SPILLWAY CROSS SECTION

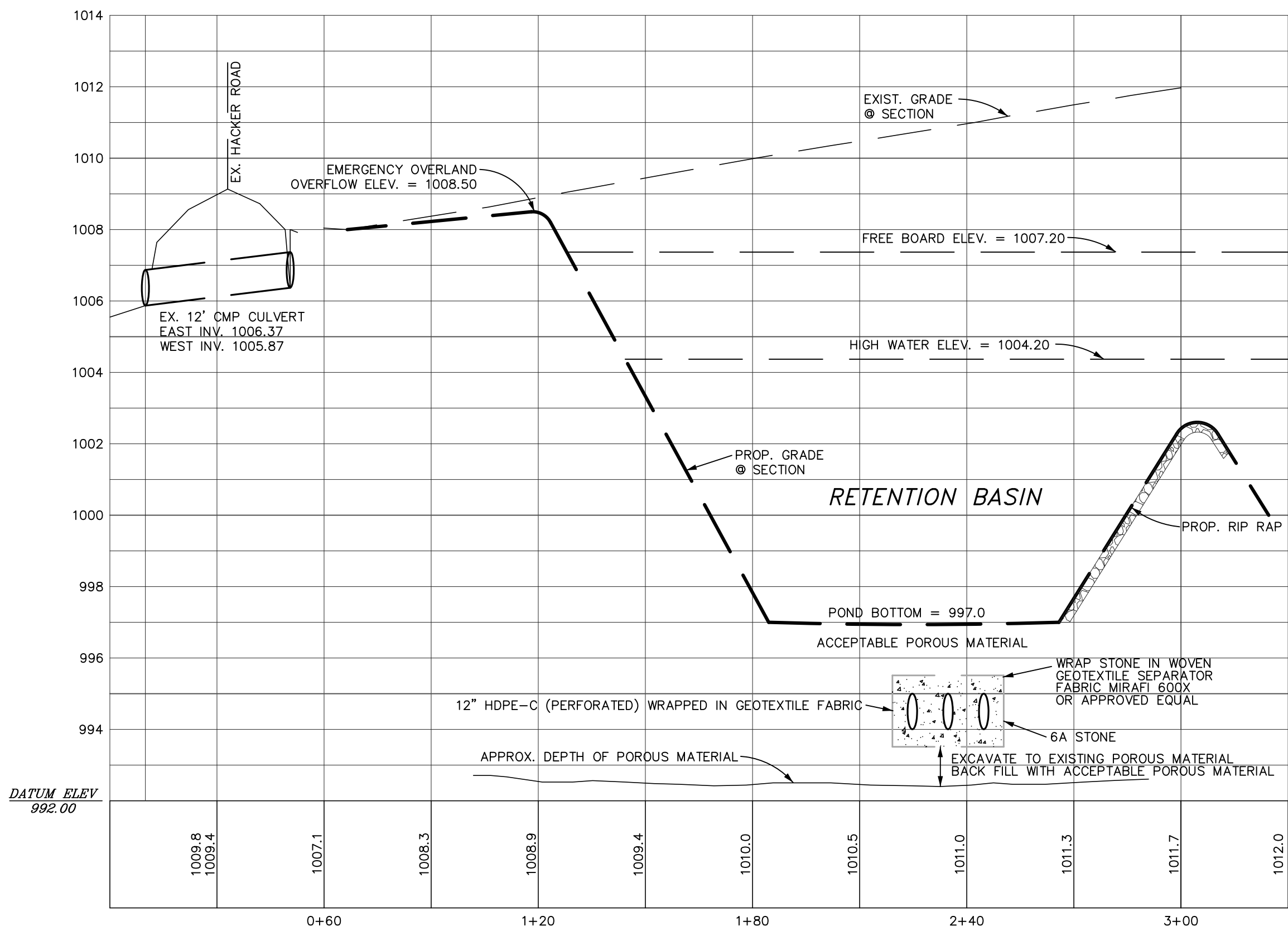
NOT TO SCALE

- NOTES:
1. PROVIDE 10' MIN. WIDTH OF STONE OR PER PLANS.
  2. COVER THE SLOPE ON THE FOREBAY SIDE WITH A TEMPORARY NONWOVEN POLYPROPYLENE FABRIC, 8 OZ PER SQYD. REMOVE PRIOR TO CLOSING GRADING PERMIT.



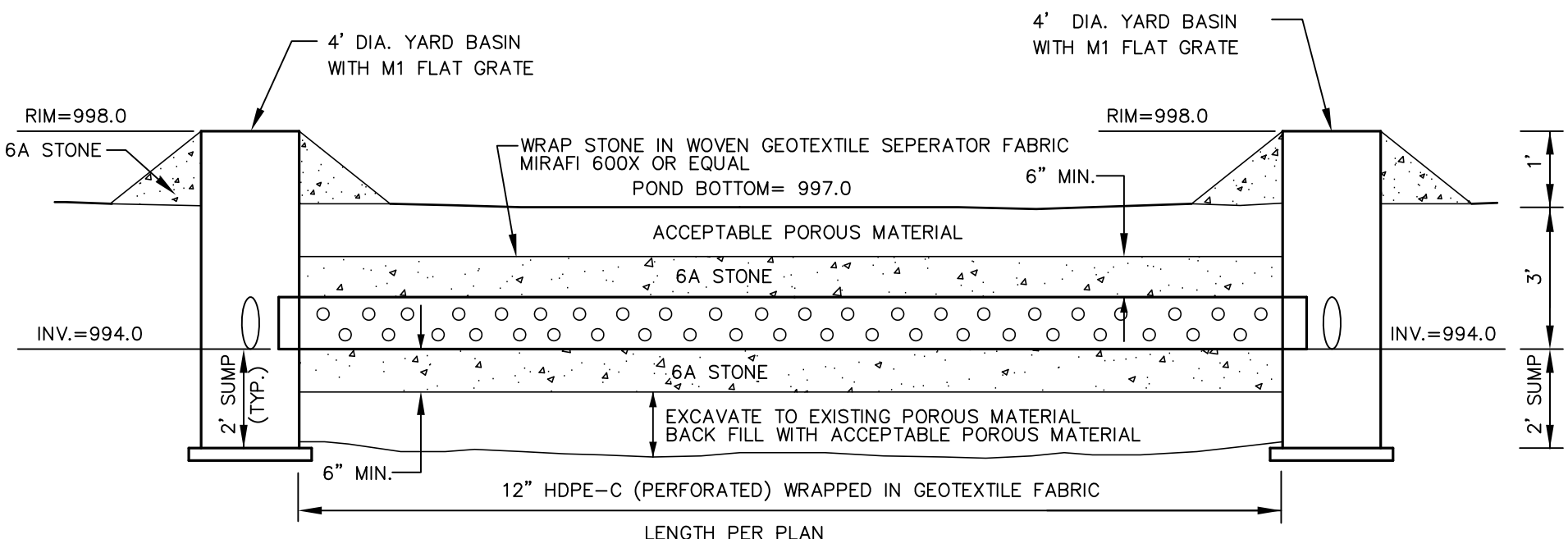
### FOREBAY SPILLWAY ELEVATION

NOT TO SCALE



### SECTION A-A

SCALE: H. 1" = 30'  
V. 1" = 5'



### INFILTRATION GALLERY DETAIL

NOT TO SCALE

SOIL BORING INFORMATION PROVIDED  
ON SHEET GR3

### 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						
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.: 234431  
DWG NAME: 2775 GR2  
ISSUED: JAN. 9, 2023

GR2



HASTINGS TESTING ENGINEERS  
AND ENVIRONMENTAL INC.  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6535  
CLIENT # :4018  
DATE :03/01/19  
PAGE :3

LOCATION :Soil Boring #4 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
Silty Gray Clay	14.5	SSS	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  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6559  
CLIENT # :4018  
DATE :02/26/19  
PAGE :1

LOCATION :Soil Boring #5 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
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  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6560  
CLIENT # :4018  
DATE :02/26/20  
PAGE :1

LOCATION :Soil Boring #6 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
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  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6561  
CLIENT # :4018  
DATE :02/26/20  
PAGE :1

LOCATION :Soil Boring #7 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
Organic Soil & Material	0.5						
Silty Brown Clay With Silty	1.0						
Medium Brown Sand	1.5						
	2.0						
Silty Brown Clay	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.  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6562  
CLIENT # :4018  
DATE :02/26/20  
PAGE :1

LOCATION :Soil Boring #8 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
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  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6563  
CLIENT # :4018  
DATE :02/26/20  
PAGE :1

LOCATION :Soil Boring #9 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
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"  
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REPORT OF SOIL BORING

TESTED FOR: Joe Rotundo  
20771 Randall  
Farmington Hills, MI 48336

REPORT # :6564  
CLIENT # :4018  
DATE :02/26/20  
PAGE :1

LOCATION :Soil Boring #10 - See Enclosed Diagram

Soil Description	Depth in Feet	Sample & Type	Blow Count *	N Val	% Water	Natural WT. P C F	Unconfined Strength
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						
	5.0	DCP2		18	8.6		
	5.5						
	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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(810) 227-9533  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

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

REVISION #	DATE	REVISION-DESCRIPTION

VILLAS OF  
HARTLAND

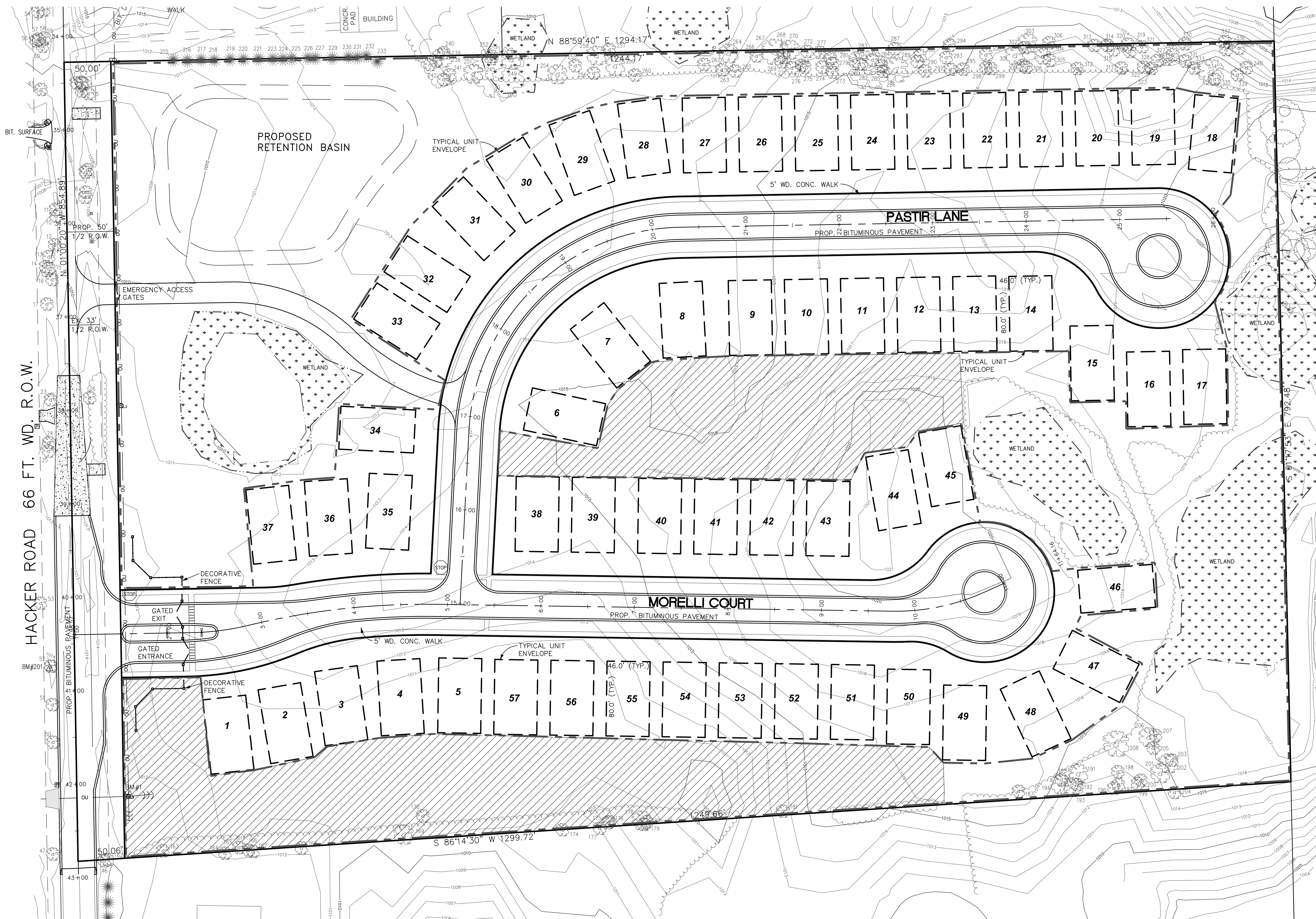
SOIL BORING LOGS

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MI 4836-5320

SCALE: NONE  
PROJECT No.: 234431  
DWG NAME: 2775 GR  
ISSUED: JAN. 9, 2023

GR3





**GRAPHIC SCALE**  
50 0 25 50 100  
( IN FEET )  
1 INCH = 50 FEET

**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
- = PROPOSED PAVEMENT
- = PROPOSED GRAVEL SURFACE
- = OPEN SPACE LINE
- = USABLE OPEN SPACE

<b>SITE DATA TABLE</b>	
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)

Know what's below.  
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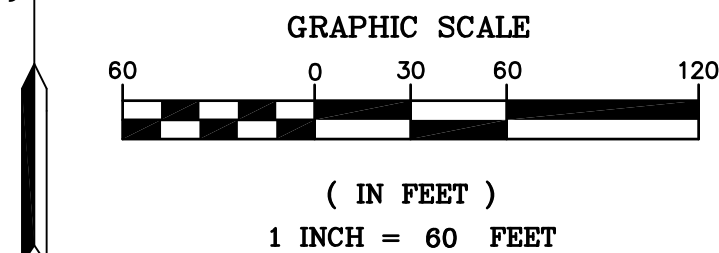
3 WORKING DAYS  
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LAND SURVEYORS  
2183 PLEES DRIVE  
BRIGHTON, MICHIGAN 48114

DESIGN: DRAFT: JHG CHECK: WMP	REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION	VILLAS OF HARTLAND	OPEN SPACE PLAN	CLIENT:  HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MI 48336-5320	SCALE: 1in. = 50ft.  PROJECT No.: 234431  DWG NAME: 2775 OS  ISSUED: JAN. 9, 2023	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



- 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)
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  - = EX. WATER GATE VALVE WELL
  - = EX. WATER VALVE BOX
  - = EX. WATER MAIN
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  - = 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
	79	Picea glauca	White Spruce	8" HEIGHT	B&B
		Abies concolor	Concolor Fir	5" SPREAD	B&B
		Pinus strobus	White Pine		B&B
	60	Acer rubrum	Red Sunset Maple		B&B
		Acer saccharum "Commemoration"	Commemoration Sugar Maple	3" CALIPER	B&B
		Tilia tomentosa	Silver Linden		B&B
	36	Kerria japonica	Japanese Kerria	24"	2 Gal.
		Chaenomeles speciosa	Chinese Flowering Quince	24"	2 Gal.
		Cornus alba	Tatarian Dogwood	24"	2 Gal.
		Syringa patula	Miss Kim Lilac	24"	2 Gal.
	230	Euonymus alatus compactus	Dwarf Burning Bush	24"	2 Gal.
		Physocarpus opulifolius	Common Ninebark	24"	2 Gal.
		Ilex verticillata	Winterberry Holly	24"	2 Gal.
	29	Magnolia spellata	Star Magnolia		B&B
		Malus floribunda	Japanese Flowering Crabapple	2" CALIPER	B&B
		Cornus florida	Flowering Dogwood		B&B
	60	Acer rubrum	Red Sunset Maple		B&B
		Acer saccharum "Commemoration"	Commemoration Sugar Maple	3" CALIPER	B&B
		Tilia tomentosa	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  
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SET NAIL IN THE EAST SIDE OF A UTILITY POLE,  
LOCATED 55± FEET EAST OF THE CENTERLINE  
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LAND SURVEYORS  
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BRIGHTON, MICHIGAN 48114

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

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

VILLAS OF  
HARTLAND

LANDSCAPE PLAN

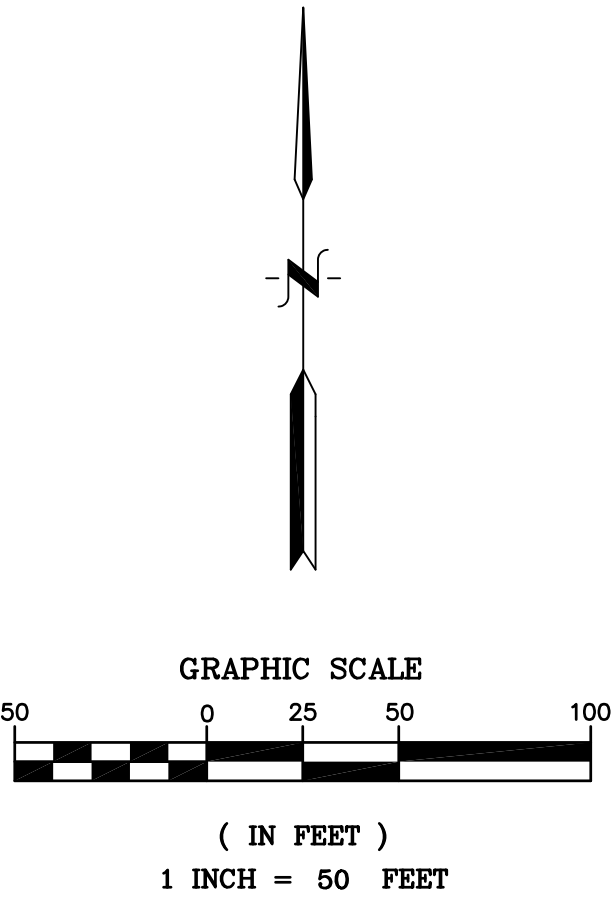
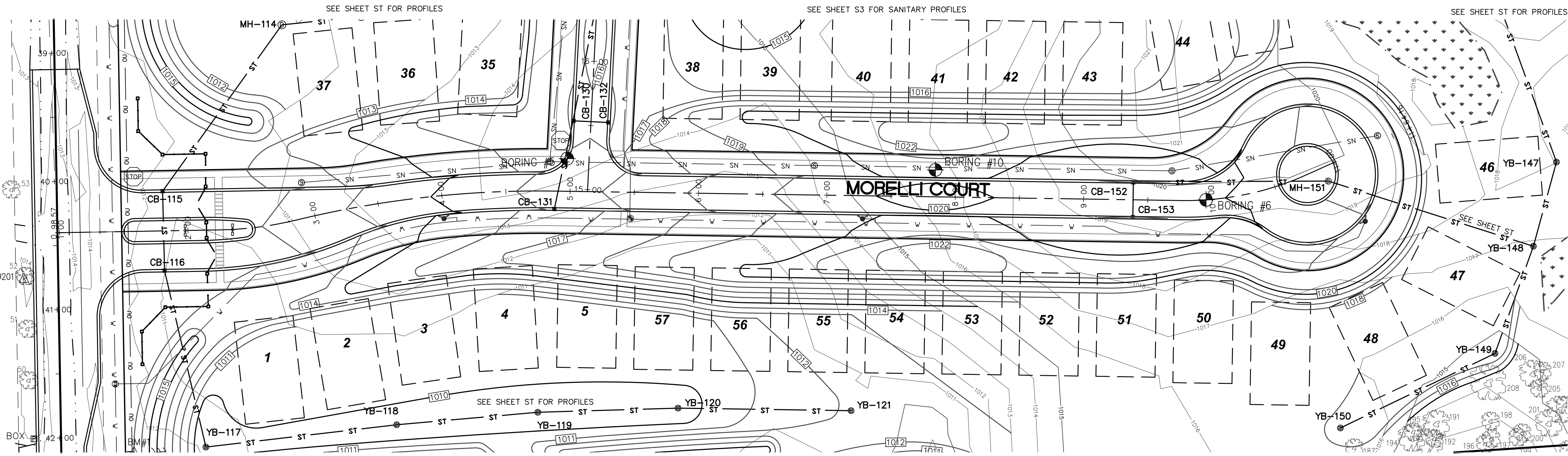
CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MI 4836-5320

SCALE: 1in. = 60ft.  
PROJECT No.: 234431  
DWG NAME: 2775 LS  
ISSUED: JAN. 9, 2023

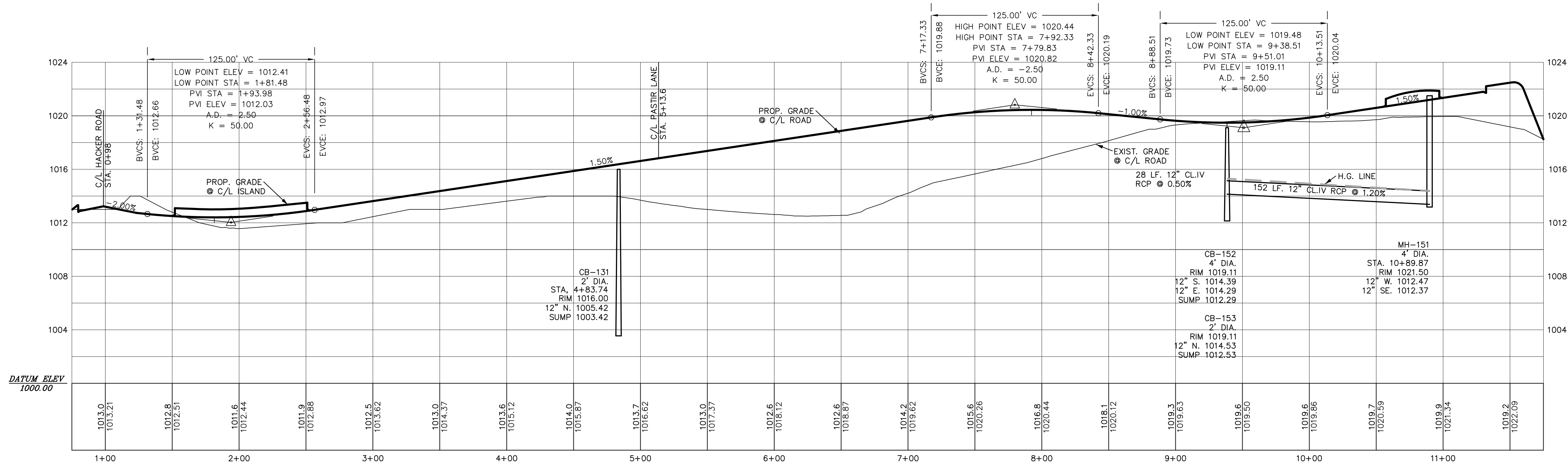
LS



HACKER ROAD 66 FT. WD. R.O.W.



- LEGEND**
- STOP SIGN = SIGN
  - Utility Pole with Guy Wire = UTILITY POLE W/GUY WIRE
  - Overhead Utility Lines (Electric/Phone/Cable) = OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - Underground Utility Lines (Phone/Fiber Optic/Electric/Cable TV/Misc Utilities) = U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
  - Edge of Brush Line = EDGE OF BRUSH LINE
  - Edge of Woods / Tree Drip Line = EDGE OF WOODS / TREE DRIP LINE
  - Deciduous Tree w/Identifier = DECIDUOUS TREE W/IDENTIFIER
  - Coniferous Tree w/Identifier = CONIFEROUS TREE W/IDENTIFIER
  - Fence (as noted) = FENCE (AS NOTED)
  - Edge of Gravel = EDGE OF GRAVEL
  - Concrete Curb (as noted) = CONCRETE CURB (AS NOTED)
  - Edge of Wetlands/Swamp = EDGE OF WETLANDS/SWAMP
  - Sanitary Sewer Manhole = SANITARY SEWER MANHOLE
  - Storm Water Manhole = STORM WATER MANHOLE
  - Catch Basin w/Identifier = CATCH BASIN W/IDENTIFIER
  - Flared End Section = FLARED END SECTION
  - Ex. Storm Water Drainage Pipe = EX. STORM WATER DRAINAGE PIPE
  - Ex. Hydrant = EX. HYDRANT
  - Ex. Water Shut Off = EX. WATER SHUT OFF
  - Ex. Water Gate Valve Well = EX. WATER GATE VALVE WELL
  - Ex. Water Valve Box = EX. WATER VALVE BOX
  - Ex. Water Main = EX. WATER MAIN
  - Ex. 1' Contour = EX. 1' CONTOUR
  - Ex. 5' Contour = EX. 5' CONTOUR
  - Prop. Unit Envelope = PROP. UNIT ENVELOPE
  - Prop. 2' Conc. Curb = PROP. 2' CONC. CURB
  - Prop. Sanitary Sewer = PROP. SANITARY SEWER
  - Prop. Storm Sewer = PROP. STORM SEWER
  - Prop. Water Main = PROP. WATER MAIN
  - Prop. Hydrant = PROP. HYDRANT
  - Prop. Water Valve = PROP. WATER VALVE
  - Prop. 1' Contour = PROP. 1' CONTOUR
  - Prop. 5' Contour = PROP. 5' CONTOUR

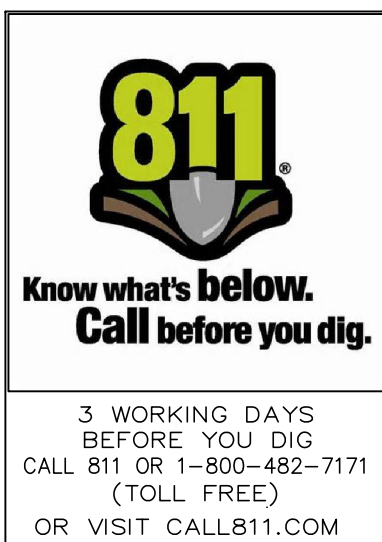


**BENCHMARK**

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DATUM "NGVD 29"

BENCHMARK #201  
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ELEVATION = 1015.45 (NGVD 29)

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ELEVATION = 1012.99 (NGVD 29)



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

VILLAS OF  
HARTLAND

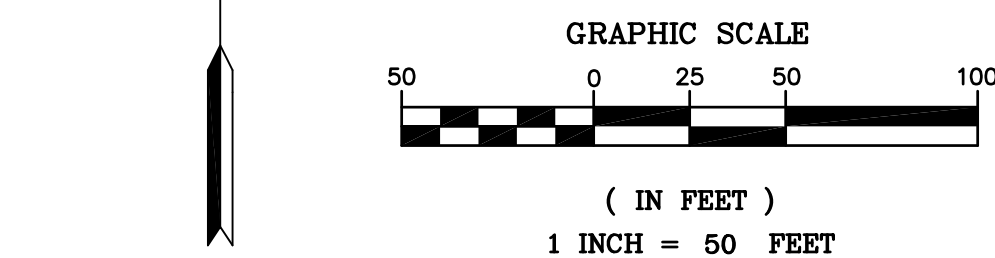
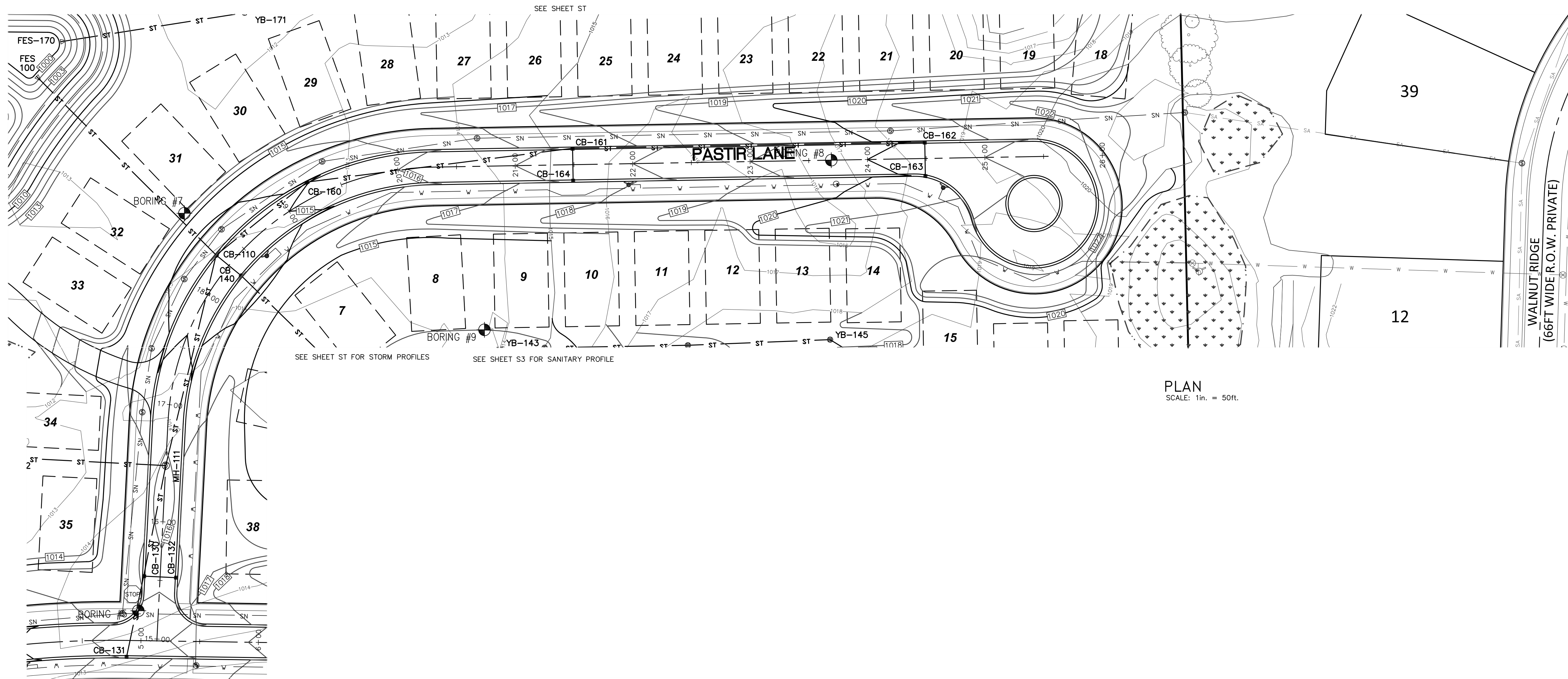
MORELLI COURT  
ROAD AND STORM  
PLAN & PROFILE

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

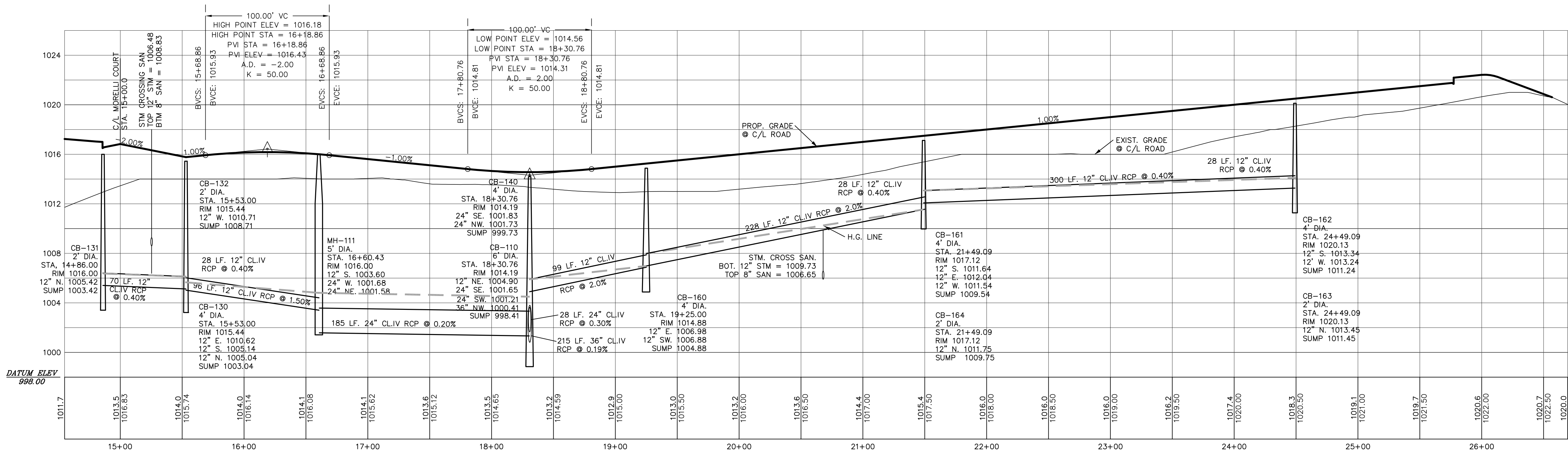
SCALE: 1in. = 50ft.  
PROJECT No.: 234431  
DWG NAME: 2775 R  
ISSUED: JAN. 9, 2023

R1





- LEGEND
- STOP SIGN = 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
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  - DECIDUOUS TREE W/IDENTIFIER
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  - 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  
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ELEVATION = 1015.45 (NGVD 29)

BENCHMARK #1  
SET NAIL IN THE EAST SIDE OF A UTILITY POLE,  
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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						
CHECK: WMP						

VILLAS OF  
HARTLAND

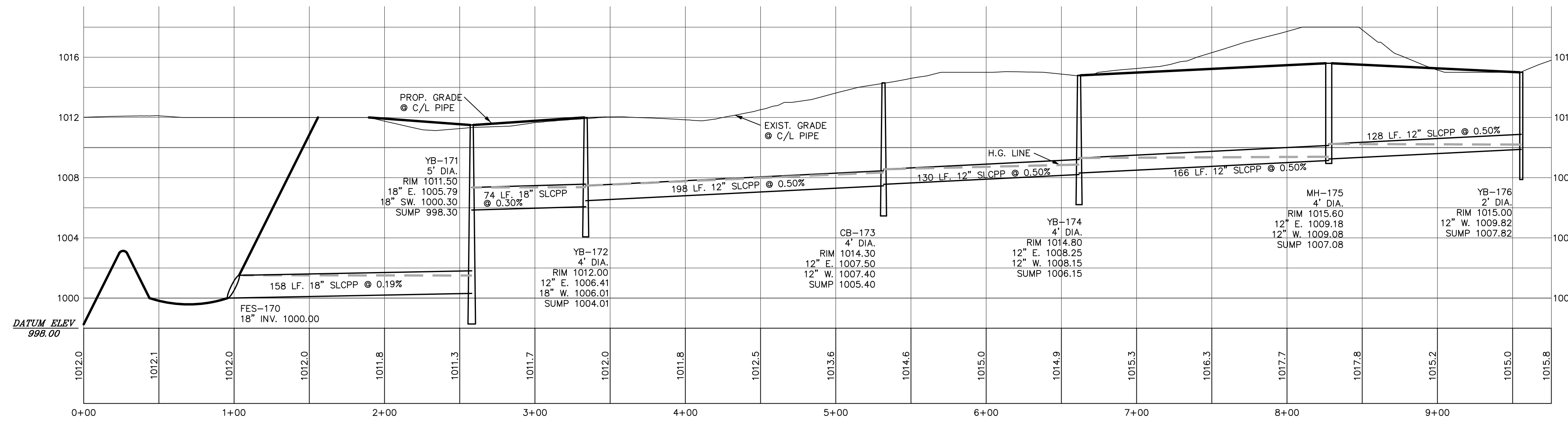
PASTIR LANE  
ROAD AND STORM  
PLAN & PROFILE

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.  
PROJECT No.: 234431  
DWG NAME: 2775 R  
ISSUED: JAN. 9, 2023

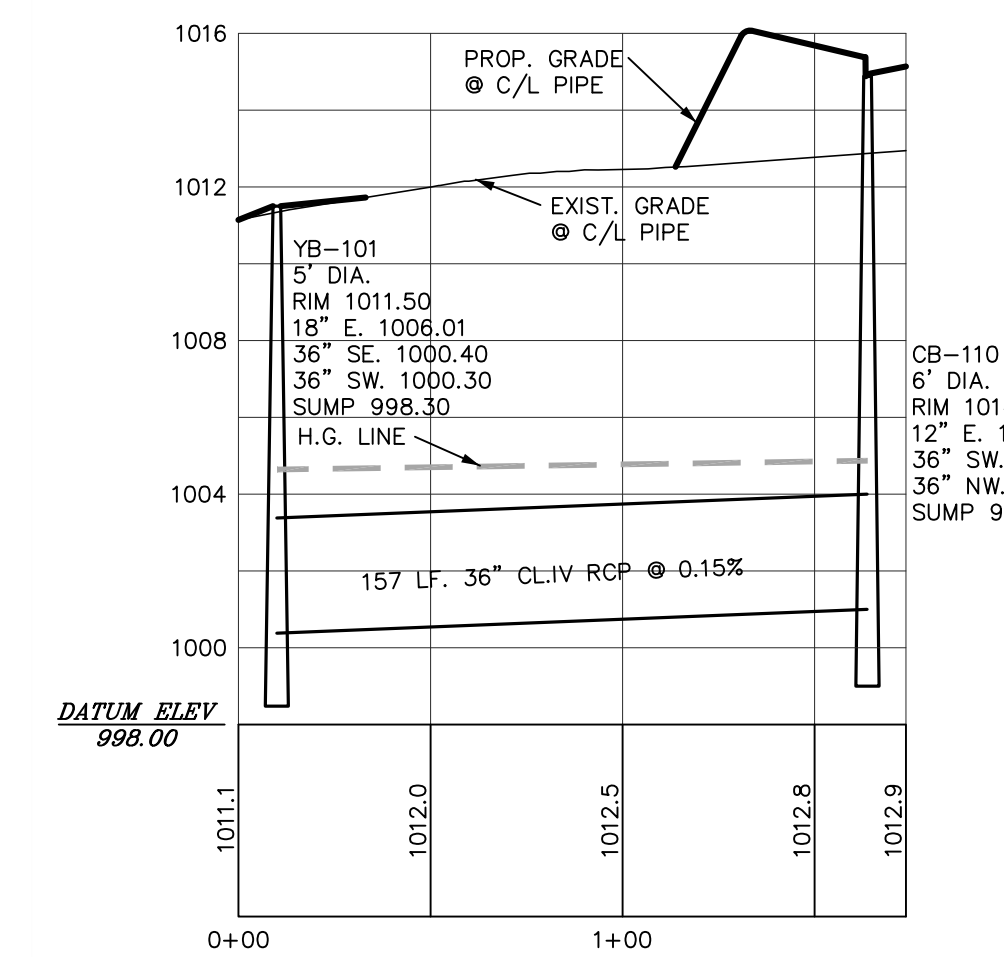
R2





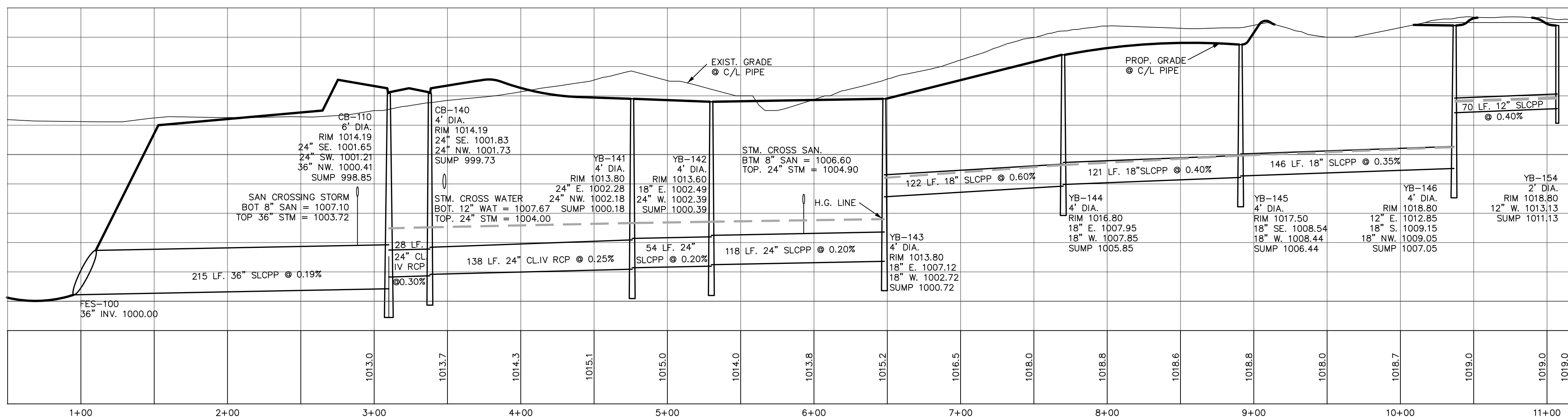
PROFILE: FES-100 THRU YB-175

SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.



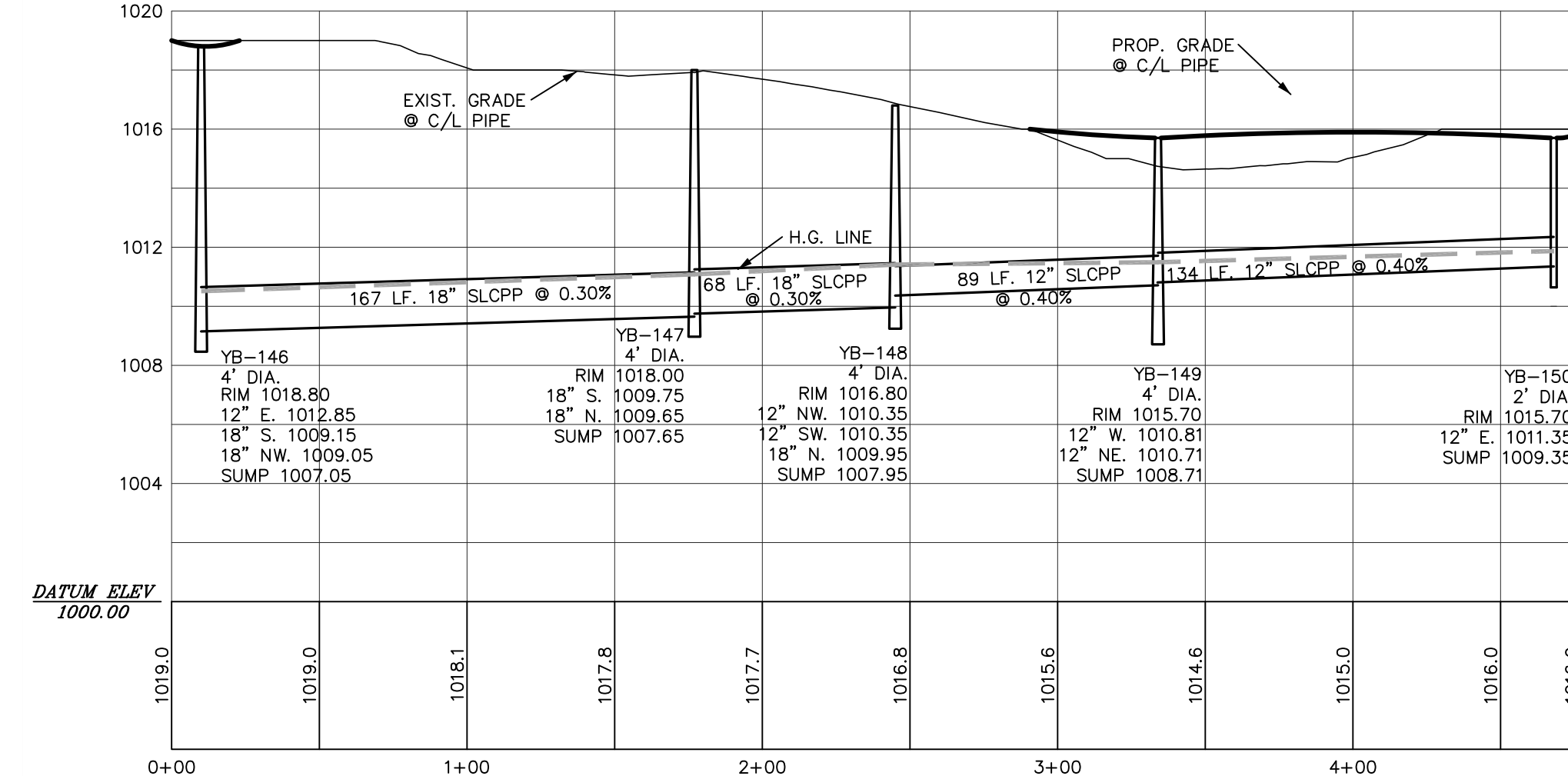
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VERT. 1in. = 5ft.



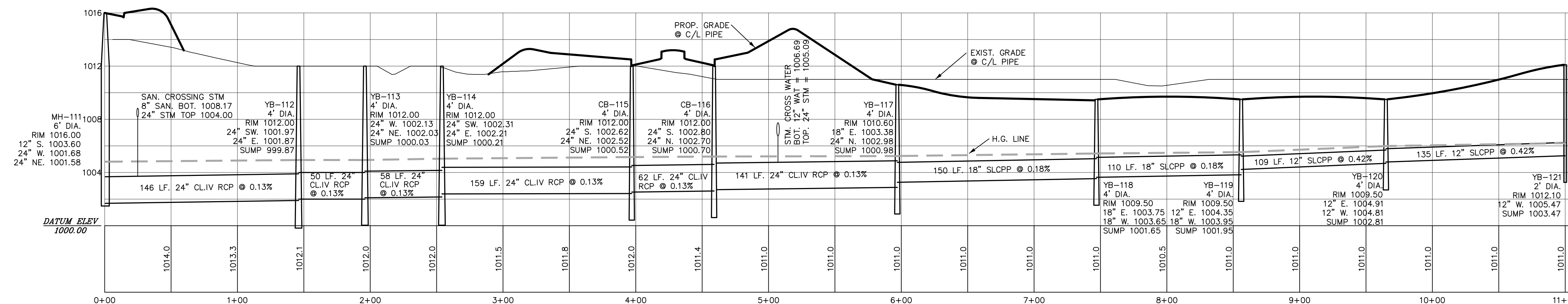
PROFILE: CB-111 THRU YB-154

SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.



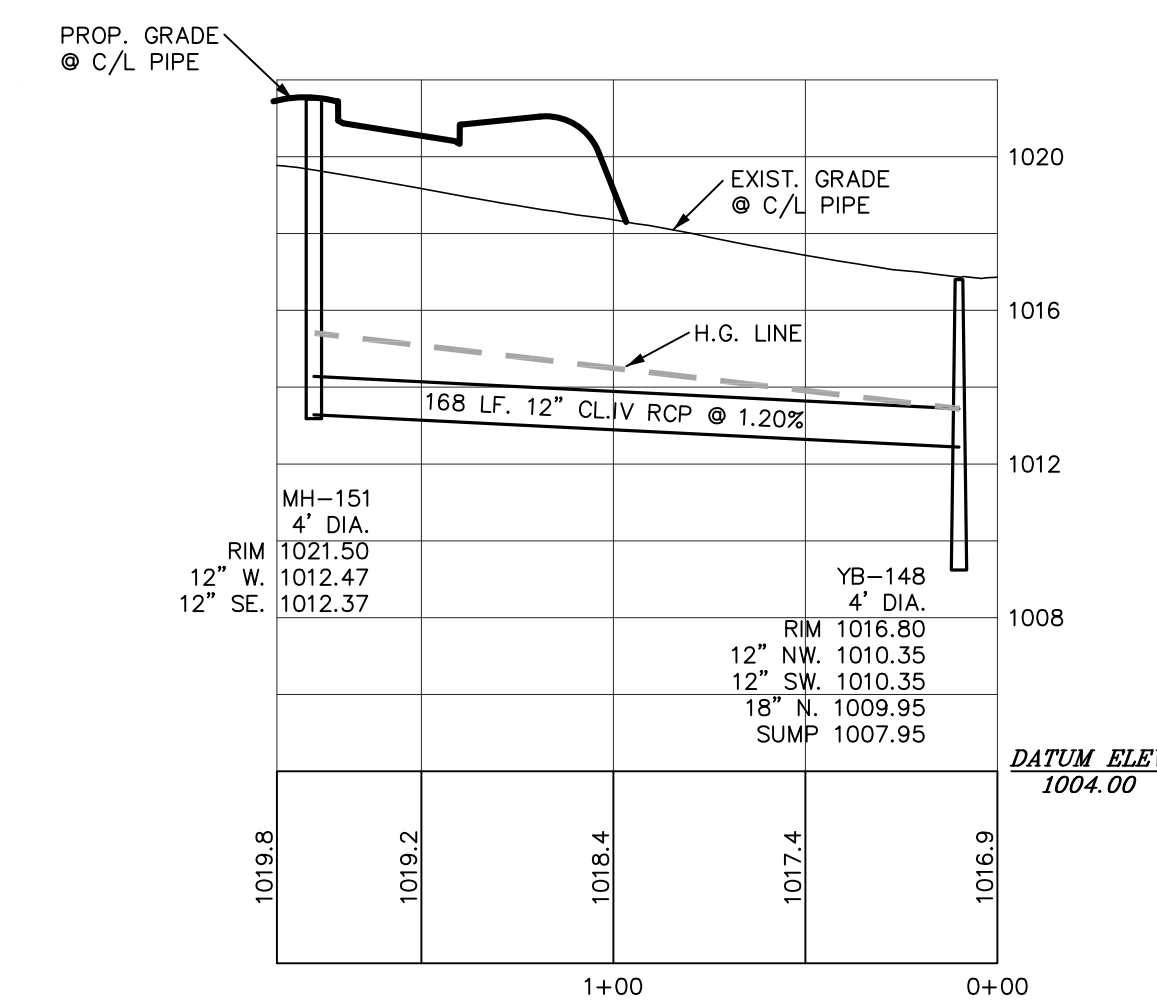
PROFILE: YB-146 THRU YB-150

SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.



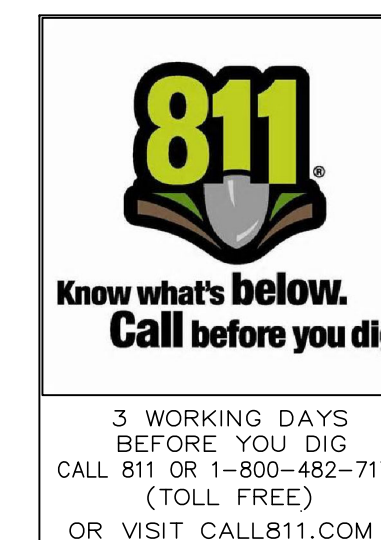
PROFILE: MH-120 THRU YB-128

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						
CHECK: WMP						

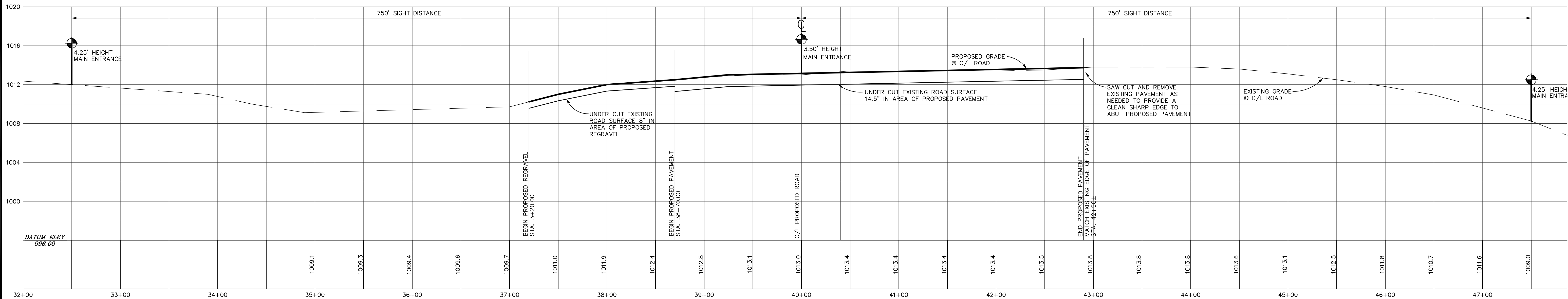
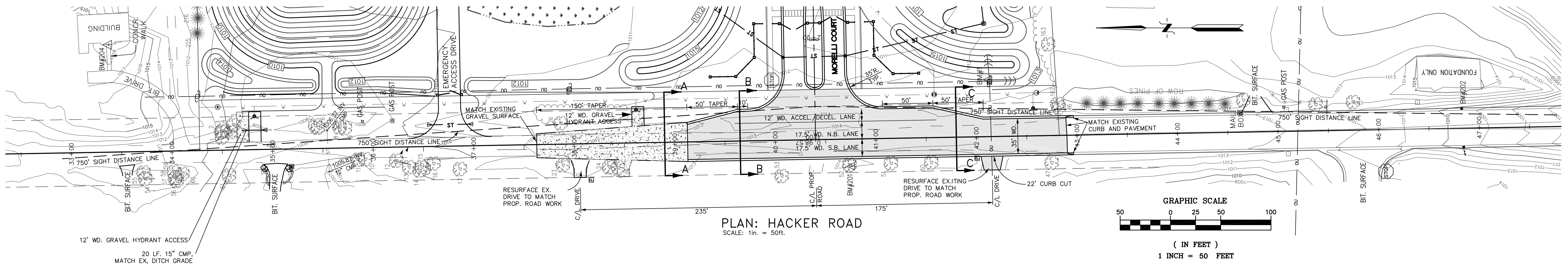
VILLAS OF  
HARTLAND

STORM SEWER PROFILES

CLIENT:	SCALE: 1in. = 50ft.
HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336	PROJECT No.: 234431 DWG NAME: 2775 R ISSUED: JAN. 9, 2023

ST





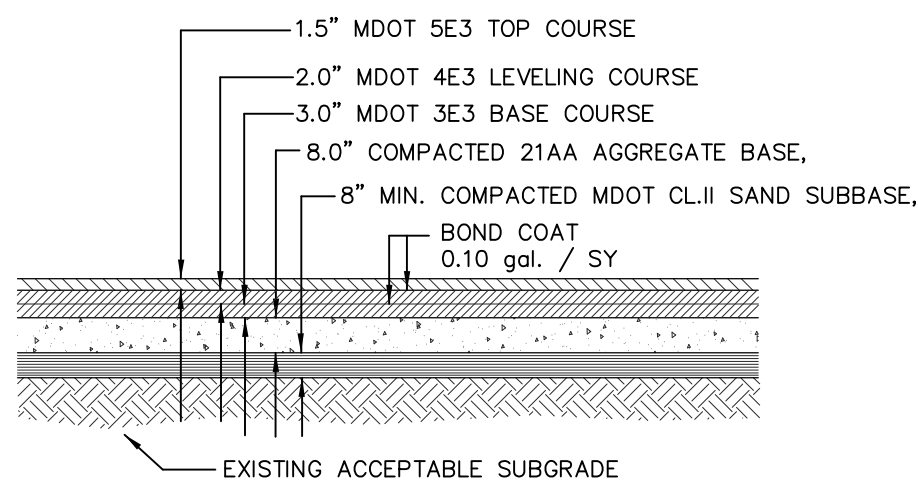
PROFILE: HACKER ROAD  
SCALE: HORIZ. 1 in. = 50 ft.  
VERT. 1 in. = 5 ft.

#### BENCHMARK

DATUM BASED ON PREVIOUS BENCHMARK AS  
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DATUM "NGVD 29"

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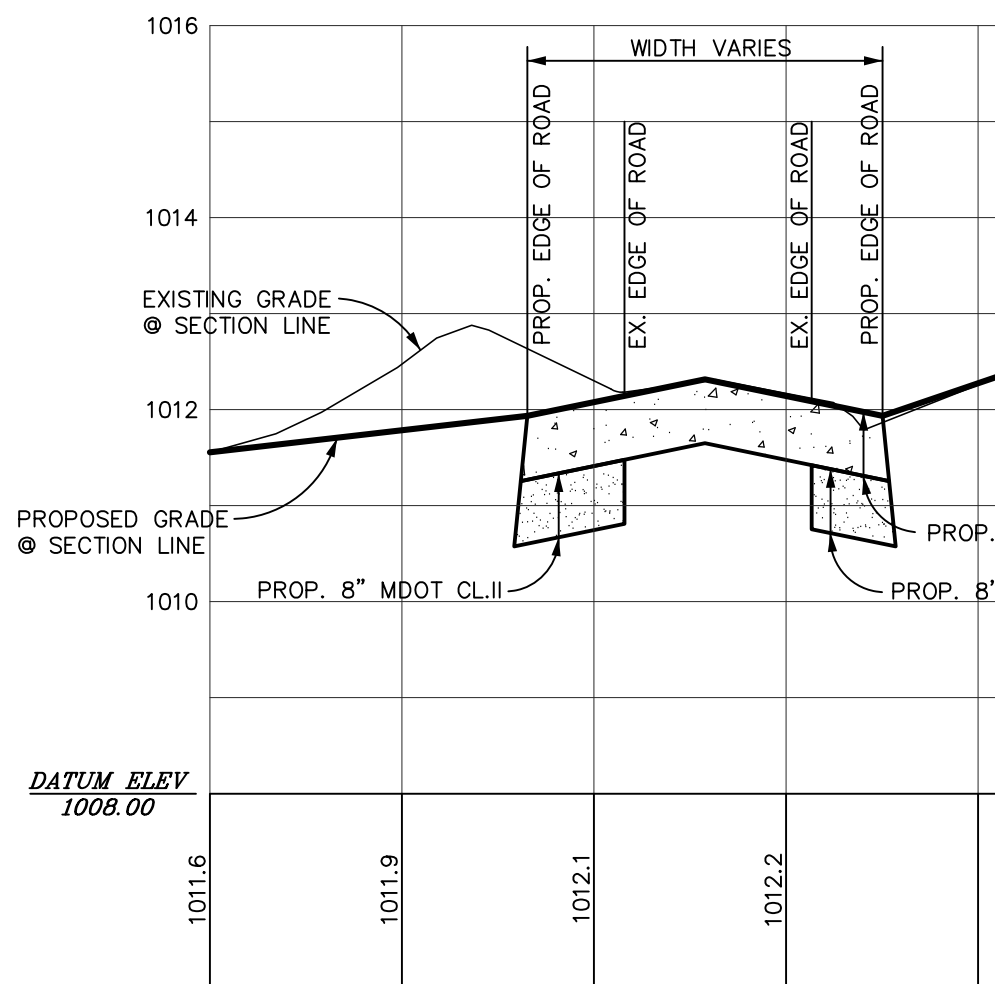
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LOCATED 55± FEET EAST OF THE CENTERLINE  
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OF PARCEL.  
ELEVATION = 1012.99 (NGVD 29)



#### BITUMINOUS PAVEMENT A CROSS-SECTION

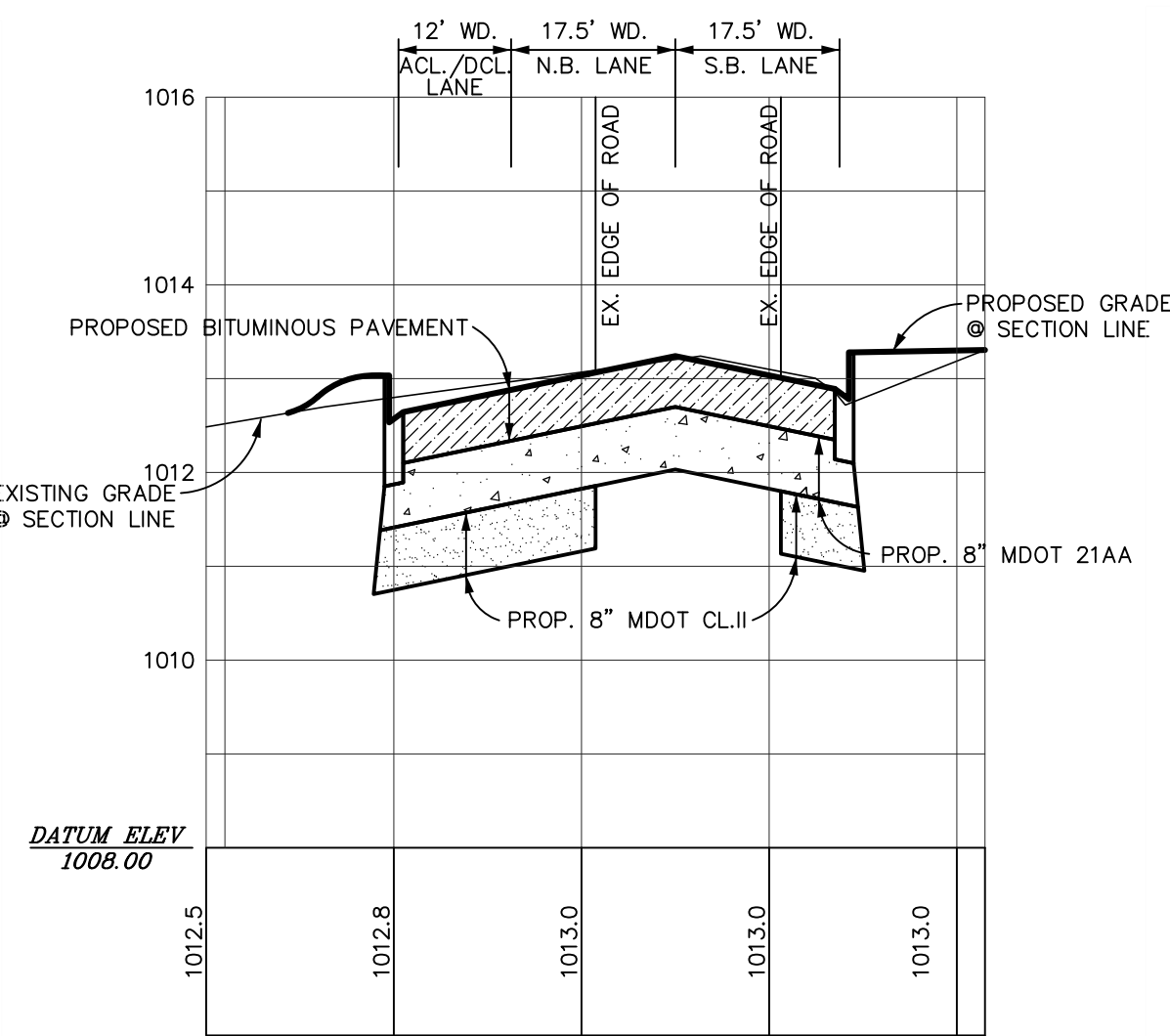
NOT TO SCALE

(FOR USE WITHIN HACKER ROAD R.O.W.)



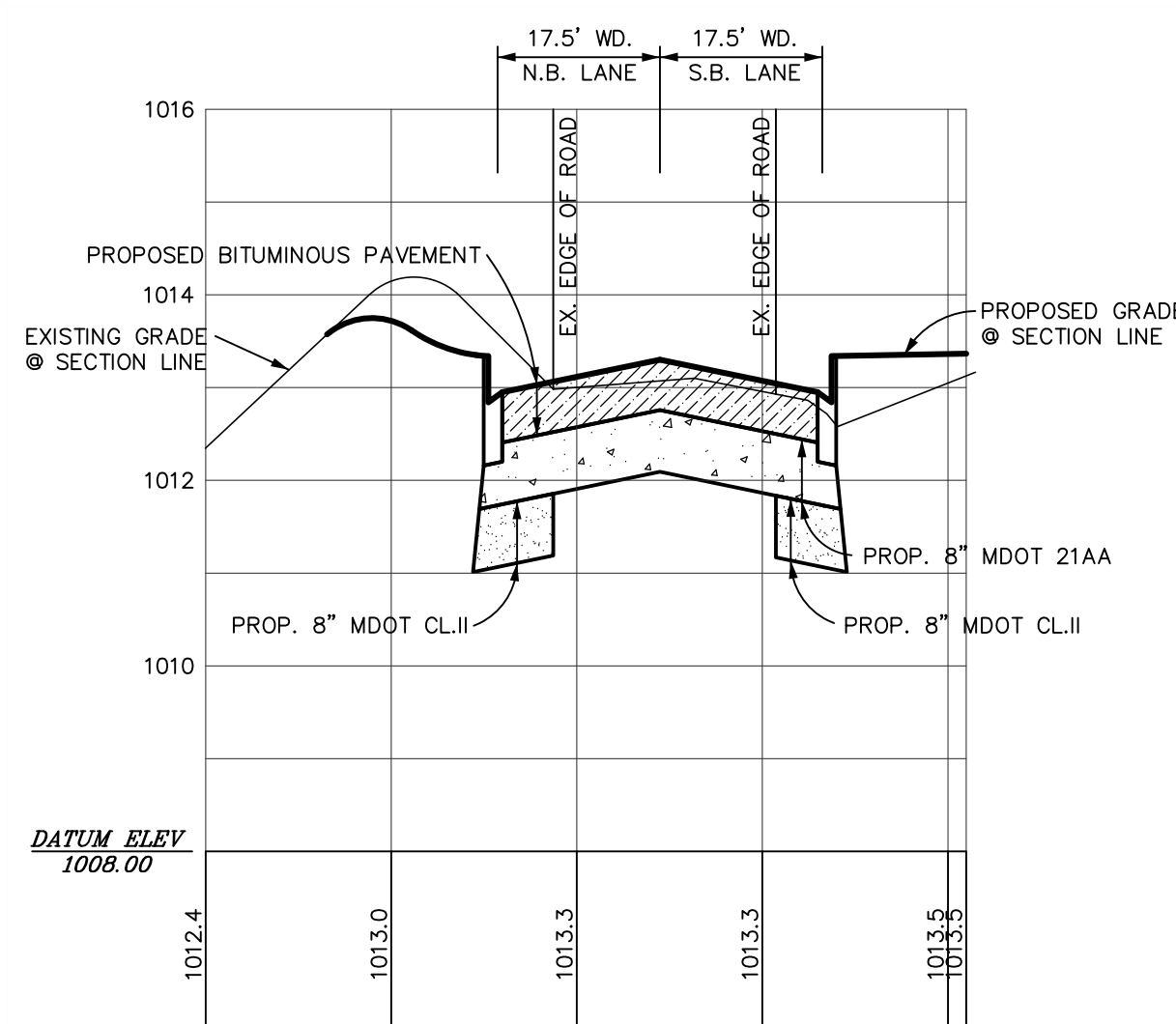
#### SECTION A-A

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.

#### LEGEND

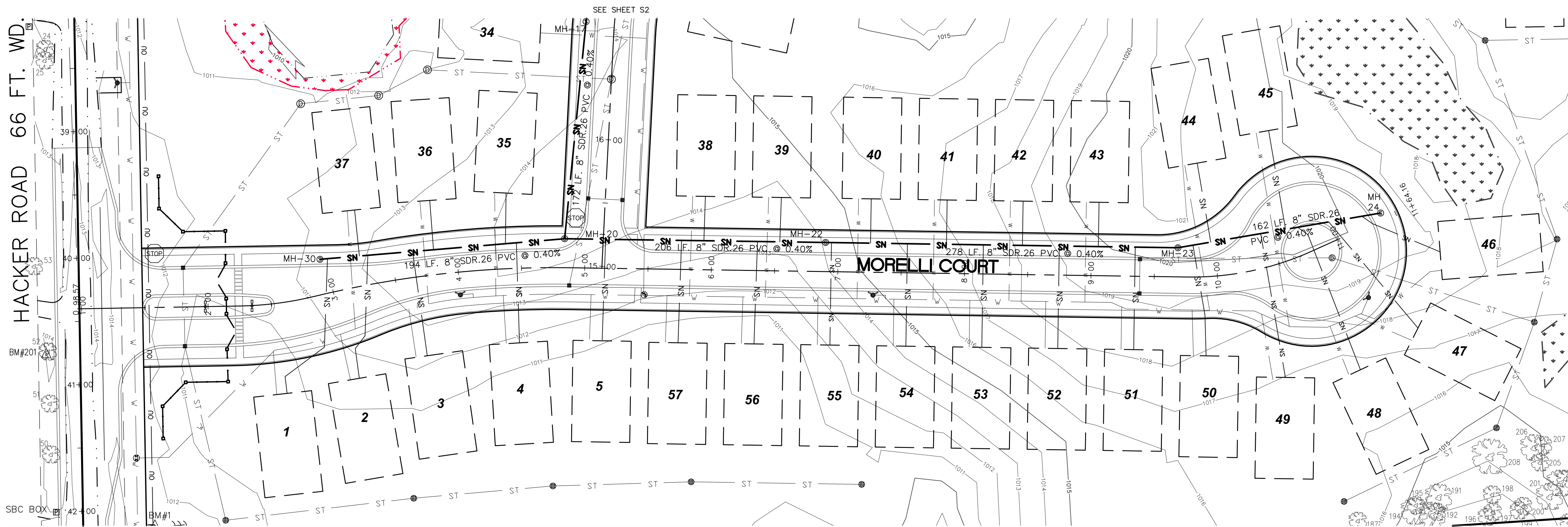
- SIGN
- UTILITY POLE W/GUY WIRE
- OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
- U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
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- FENCE (AS NOTED)
- EDGE OF GRAVEL
- CONCRETE CURB (AS NOTED)
- EDGE OF WETLANDS/SWAMP
- SANITARY 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

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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	VILLAS OF HARTLAND	HACKER ROAD PLAN, PROFILE, AND SECTIONS	CLIENT: HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336	SCALE: AS NOTED PROJECT No.: 234431 DWG NAME: 2775 APPR ISSUED: JAN. 9, 2023	AP
DRAFT: JHG											
CHECK: WMP											





PLAN  
SCALE: 1in. = 50ft.

- LEGEND**
- SIGN
  - ou — UTILITY POLE W/GUY WIRE
  - PH — OVERHEAD UTILITY LINES (ELECTRIC/PHONE/CABLE)
  - UT — U/G UTILITY LINES (PHONE/FIBER OPTIC/ELECTRIC/CABLE TV/MISC UTILITIES)
  - EDGE OF BRUSH LINE
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  - PROP. 2' CONC. CURB
  - PROP. SANITARY SEWER
  - ST — PROP. STORM SEWER
  - W — 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)

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LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

PROFILE  
SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.

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

REVISION #	DATE	REVISION-DESCRIPTION

VILLAS OF  
HARTLAND

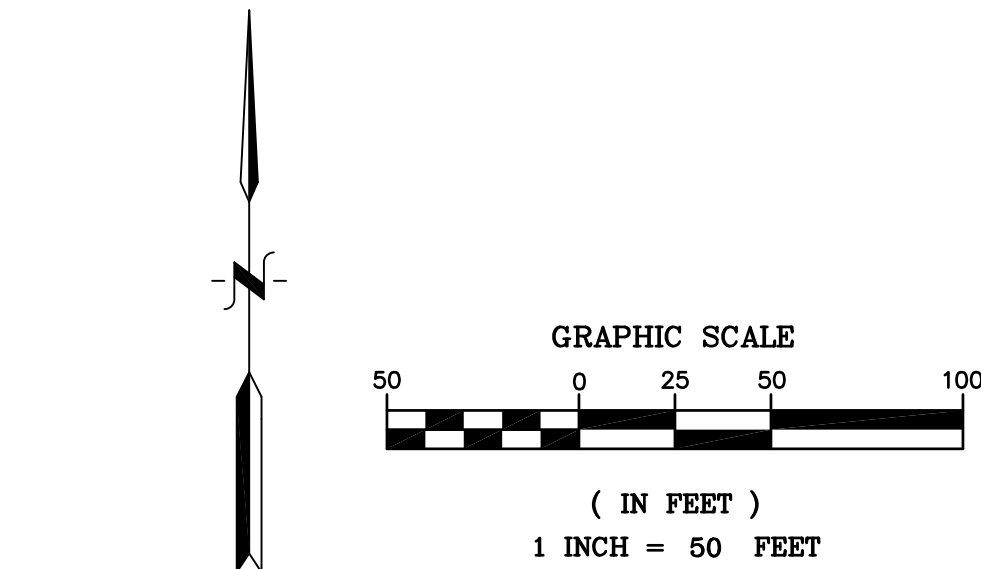
MORELLI COURT  
SANITARY SEWER  
PLAN & PROFILE

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

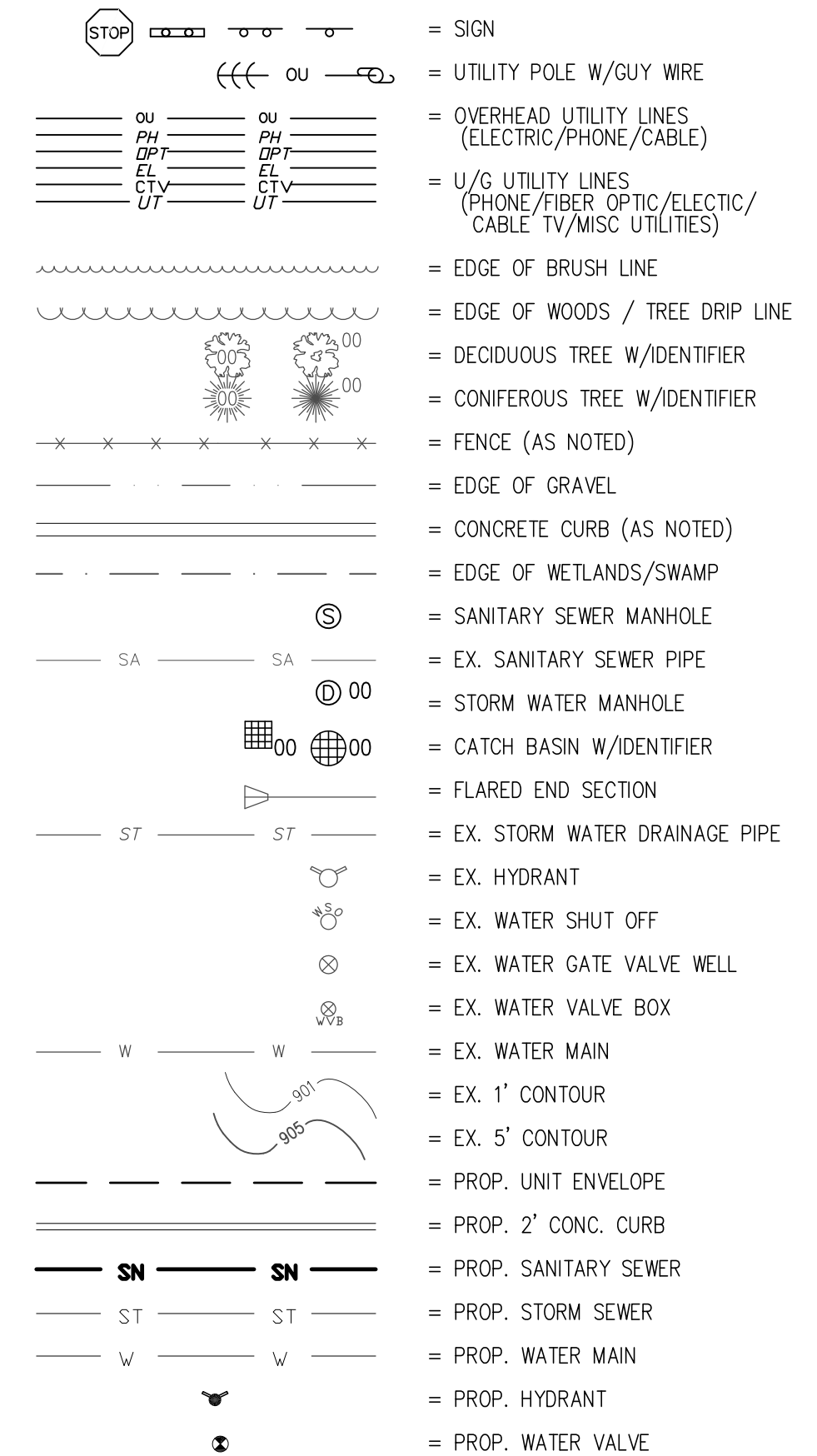
SCALE: 1in. = 50ft.  
PROJECT No.: 234431  
DWG NAME: 2775 S  
ISSUED: JAN. 9, 2023

S1





LEGEND



## BENCHMARK

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

# VILLAS OF HARTLAND

PASTIR LANE  
SANITARY SEWER  
PLAN & PROFILE

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

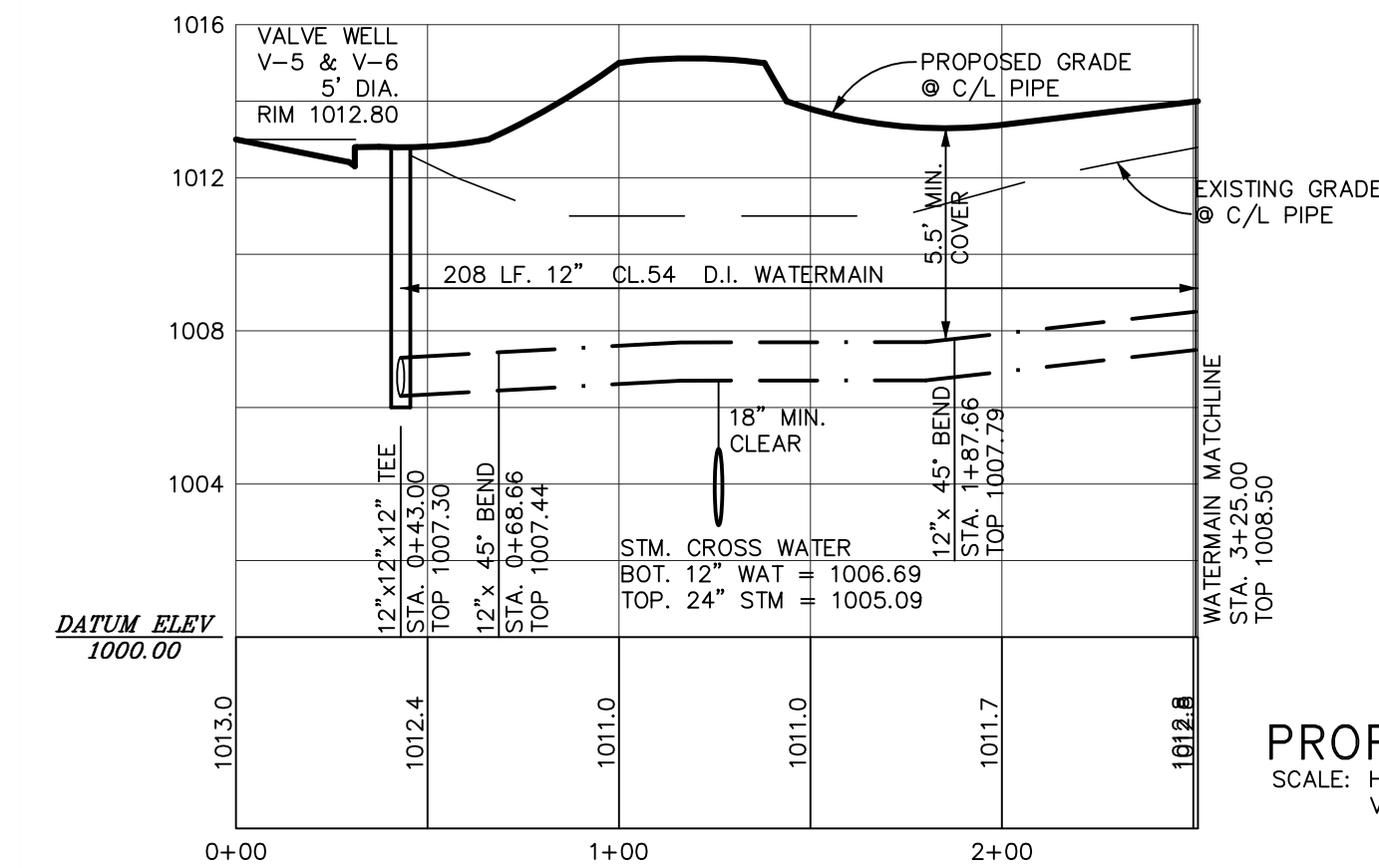
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PROJECT No.: 234431  
DWG NAME: 2775 S  
ISSUED: JAN. 9, 2023

S2

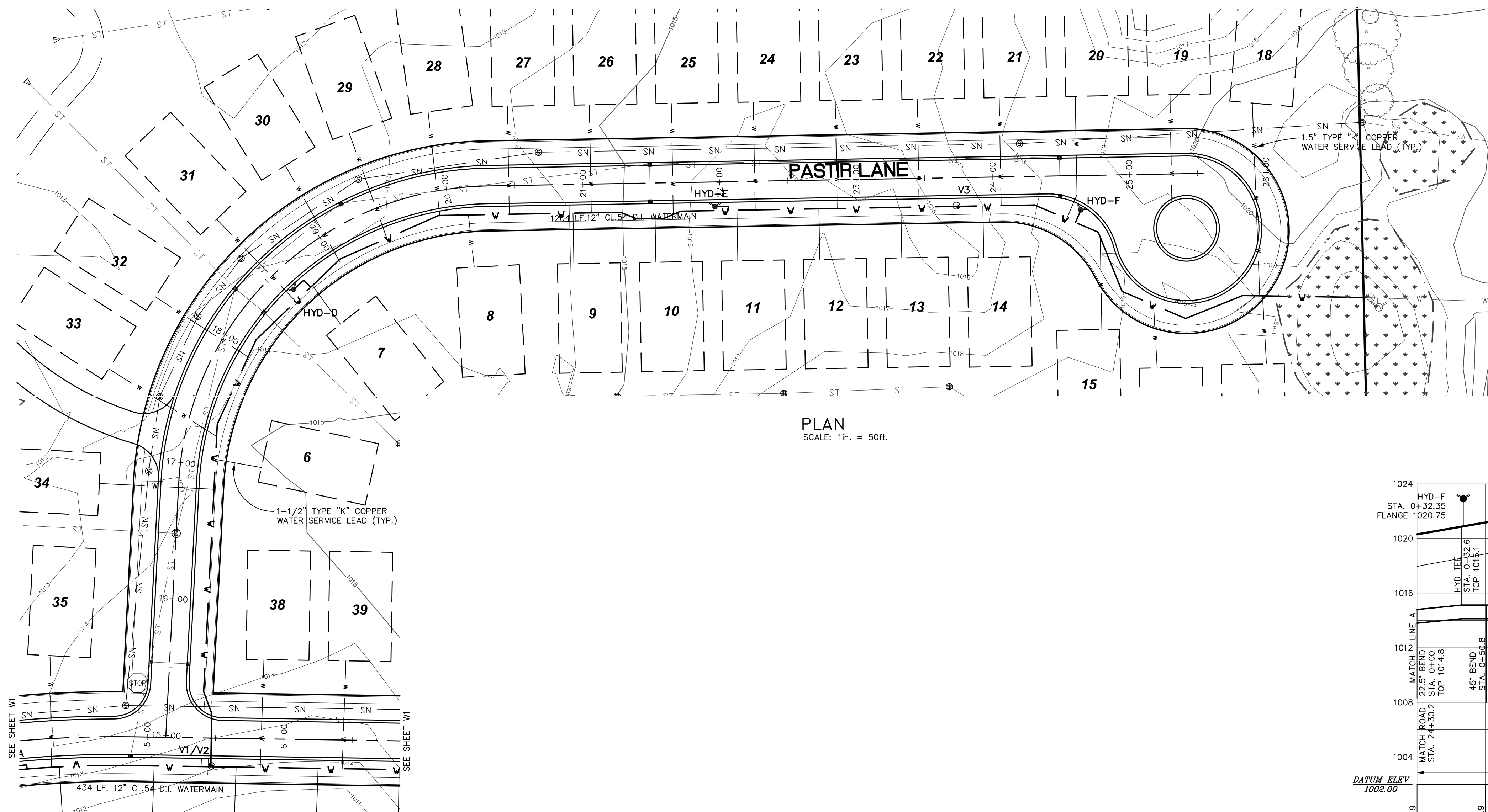


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 (810) 227-9531  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

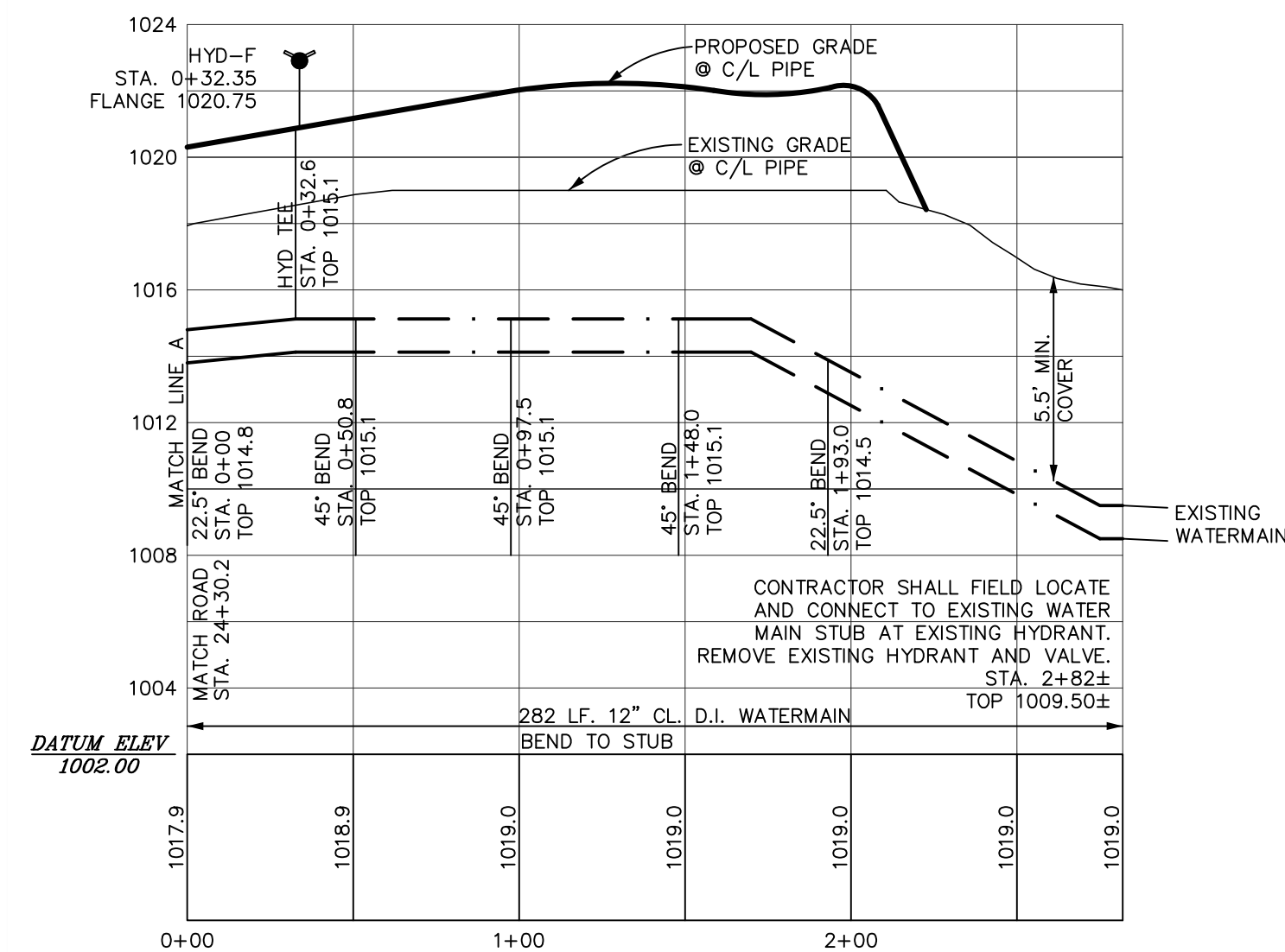




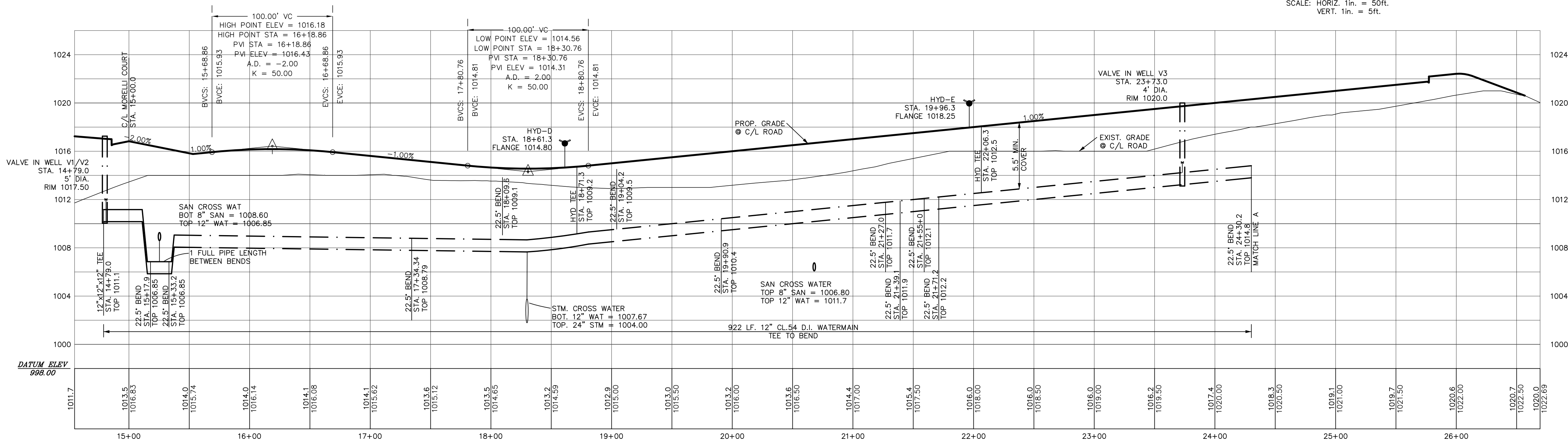




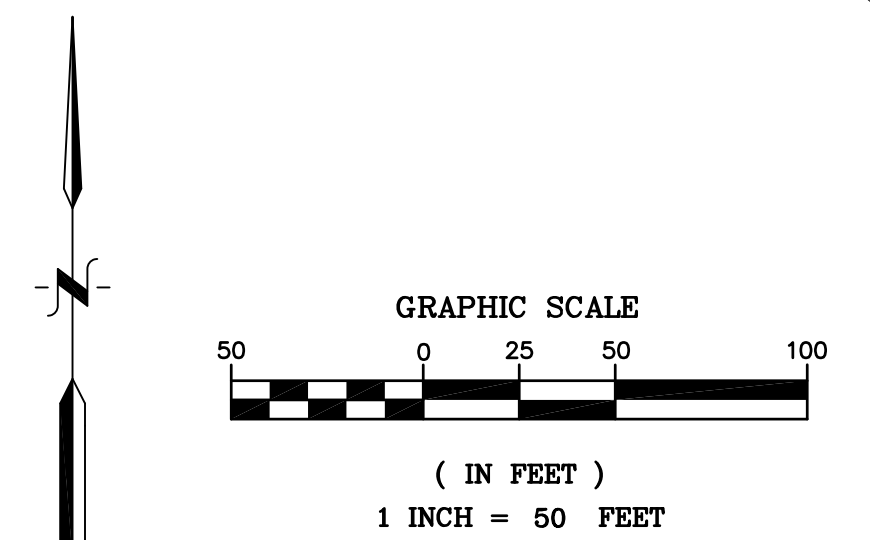
PLAN  
SCALE: 1in. = 50ft.



PROFILE: OVERLAND TO EX. VALVE  
SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.



PROFILE  
SCALE: HORIZ. 1in. = 50ft.  
VERT. 1in. = 5ft.



- LEGEND**
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DATUM "NGVD 29"

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BRIGHTON, MICHIGAN 48114

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

VILLAS OF  
HARTLAND

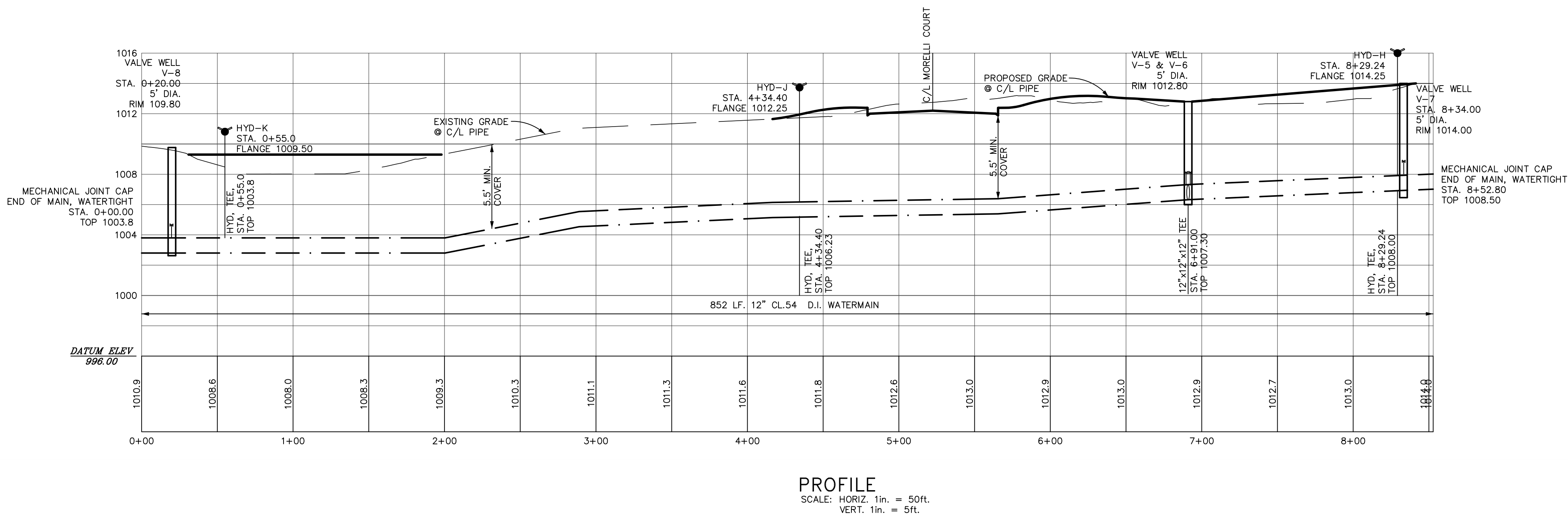
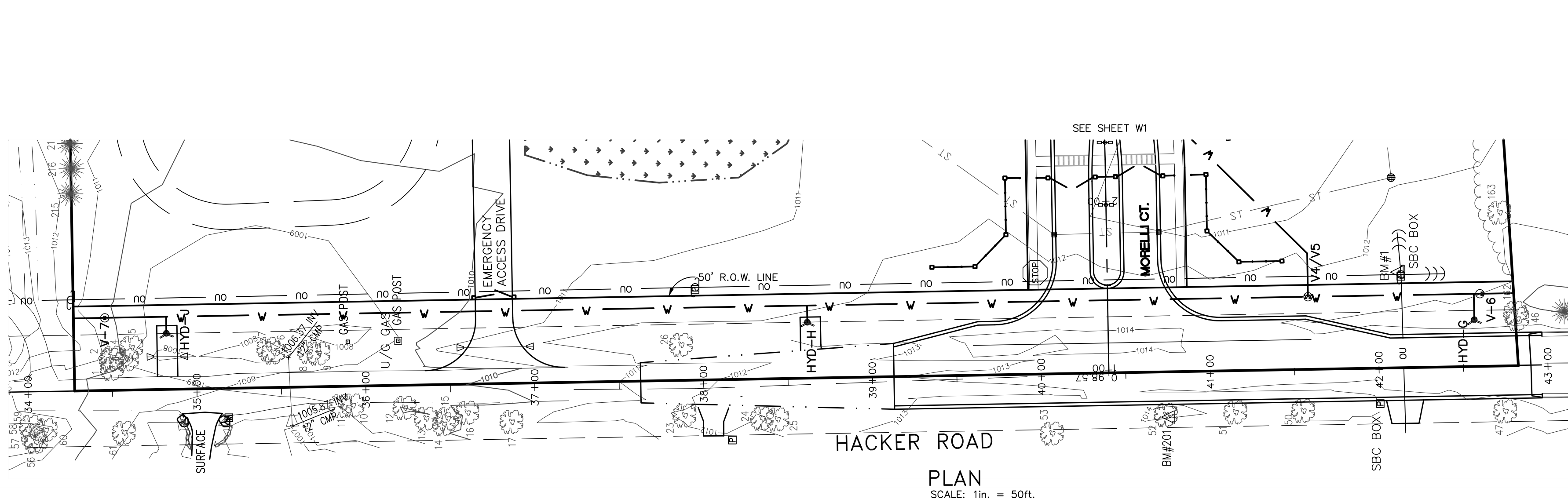
PASTIR LANE  
WATERMAIN  
PLAN & PROFILE

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MICHIGAN 48336

SCALE: 1in. = 50ft.  
PROJECT No.: 234431  
DWG NAME: 2775 W  
ISSUED: JAN. 9, 2023

W2





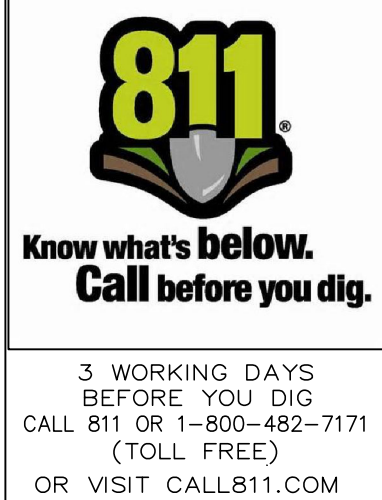
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**BENCHMARK**

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DATUM "NGVD 29"

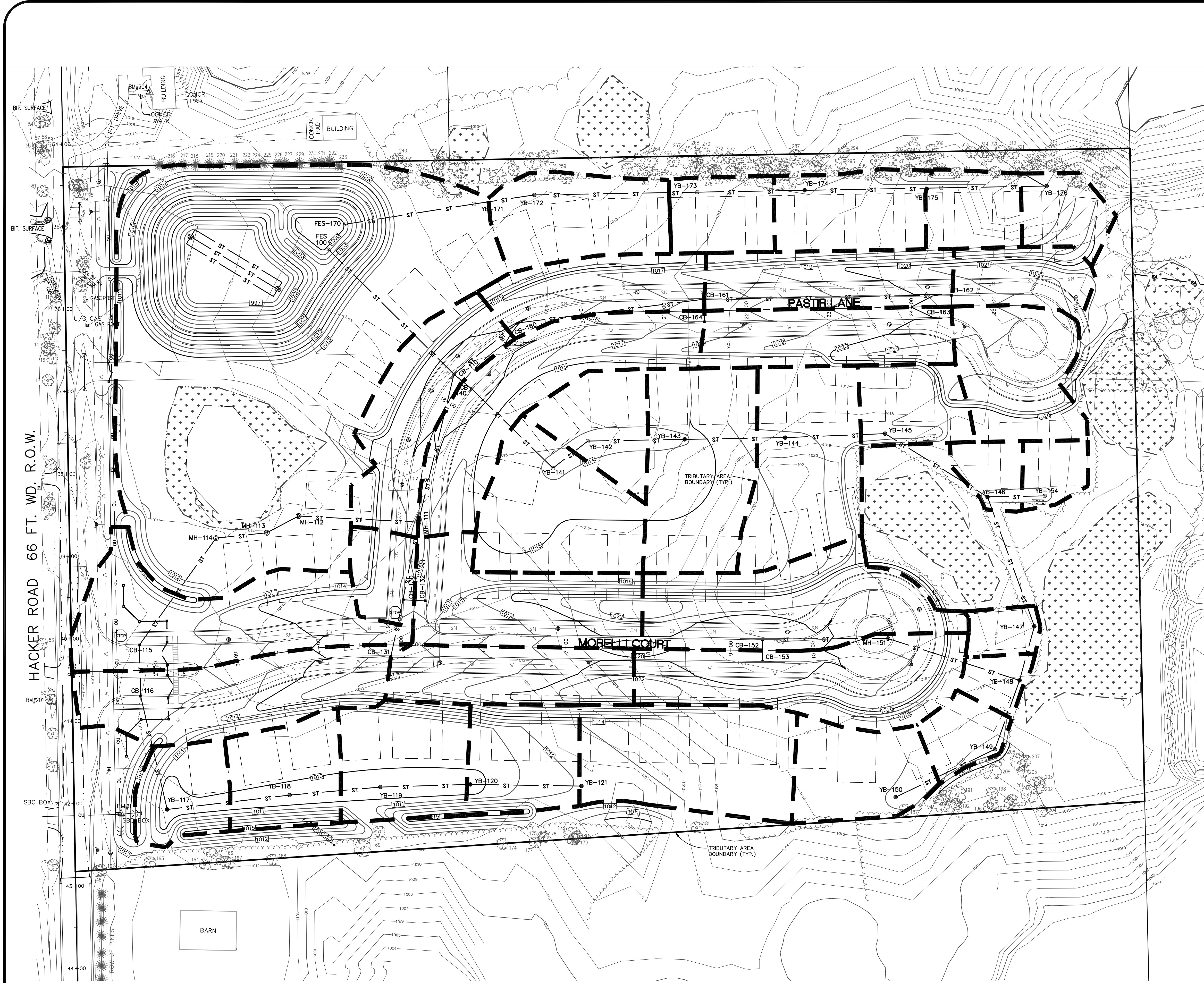
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DESIGN: DRAFT: JHG CHECK: WMP	REVISION # DATE REVISION-DESCRIPTION	REVISION # DATE REVISION-DESCRIPTION	VILLAS OF HARTLAND	HACKER ROAD WATERMAIN PLAN & PROFILE	CLIENT: HACKER ROAD LLC 20771 RANDALL FARMINGTON HILLS, MICHIGAN 48336	SCALE: 1in. = 50ft. PROJECT No.: 234431 DWG NAME: 2775 W ISSUED: JAN. 9, 2023	W3
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GRAPHIC SCALE  
0 30 60 120  
( IN FEET )  
1 INCH = 60 FEET

LEGEND

- SIGN
- UTILITY POLE W/GUY WIRE
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- PROP. HYDRANT
- PROP. WATER VALVE
- PROP. 1" CONTOUR
- PROP. 5" CONTOUR

PROPOSED STORM WATER RUN-OFF					
"Area"	0.90 Pavement	0.90 Building	0.20 Lawn	(ACRES)	"C" Factor
175	0.00	0.11	0.10	0.21	0.57
176	0.00	0.14	0.11	0.25	0.59
174	0.00	0.22	0.18	0.40	0.59
173	0.00	0.15	0.12	0.27	0.59
172	0.00	0.24	0.25	0.49	0.54
183	0.25	0.06	0.21	0.52	0.62
182	0.12	0.04	0.12	0.28	0.60
184	0.21	0.05	0.22	0.48	0.59
161	0.20	0.06	0.22	0.48	0.58
180	0.17	0.05	0.20	0.42	0.57
121	0.00	0.29	0.47	0.76	0.47
120	0.00	0.17	0.23	0.40	0.50
1119	0.00	0.19	0.31	0.50	0.47
118	0.00	0.13	0.26	0.39	0.43
117	0.00	0.07	0.22	0.29	0.37
116	0.33	0.08	0.31	0.72	0.60
115	0.32	0.10	0.55	0.97	0.50
114	0.00	0.00	0.00	0.00	0.00
113	0.00	0.00	0.00	0.00	0.00
112	0.00	0.00	0.00	0.00	0.00
150	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
111	0.00	0.00	0.00	0.00	0.00
153	0.40	0.11	0.26	0.77	0.66
152	0.34	0.13	0.33	0.80	0.61
151	0.00	0.00	0.00	0.00	0.00
150	0.00	0.16	0.25	0.41	0.47
149	0.00	0.06	0.11	0.17	0.45
148	0.00	0.03	0.08	0.11	0.39
147	0.00	0.06	0.05	0.11	0.58
154	0.00	0.08	0.05	0.13	0.63
146	0.00	0.06	0.08	0.14	0.50
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
110	0.14	0.14	0.34	0.58	0.49
171	0.00	0.00	0.00	0.00	0.00
BASIN	0.00	0.43	3.50	3.93	0.28
TOTAL AREA =				19.79	ACRES
RUN-OFF COEFFICIENT =				0.48	

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DATUM BASED ON PREVIOUS BENCHMARK AS  
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DATUM "NGVD 29"

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

VILLAS OF  
HARTLAND

WATERSHED PLAN

CLIENT:  
HACKER ROAD LLC  
20771 RANDALL  
FARMINGTON HILLS, MI 4836-5320

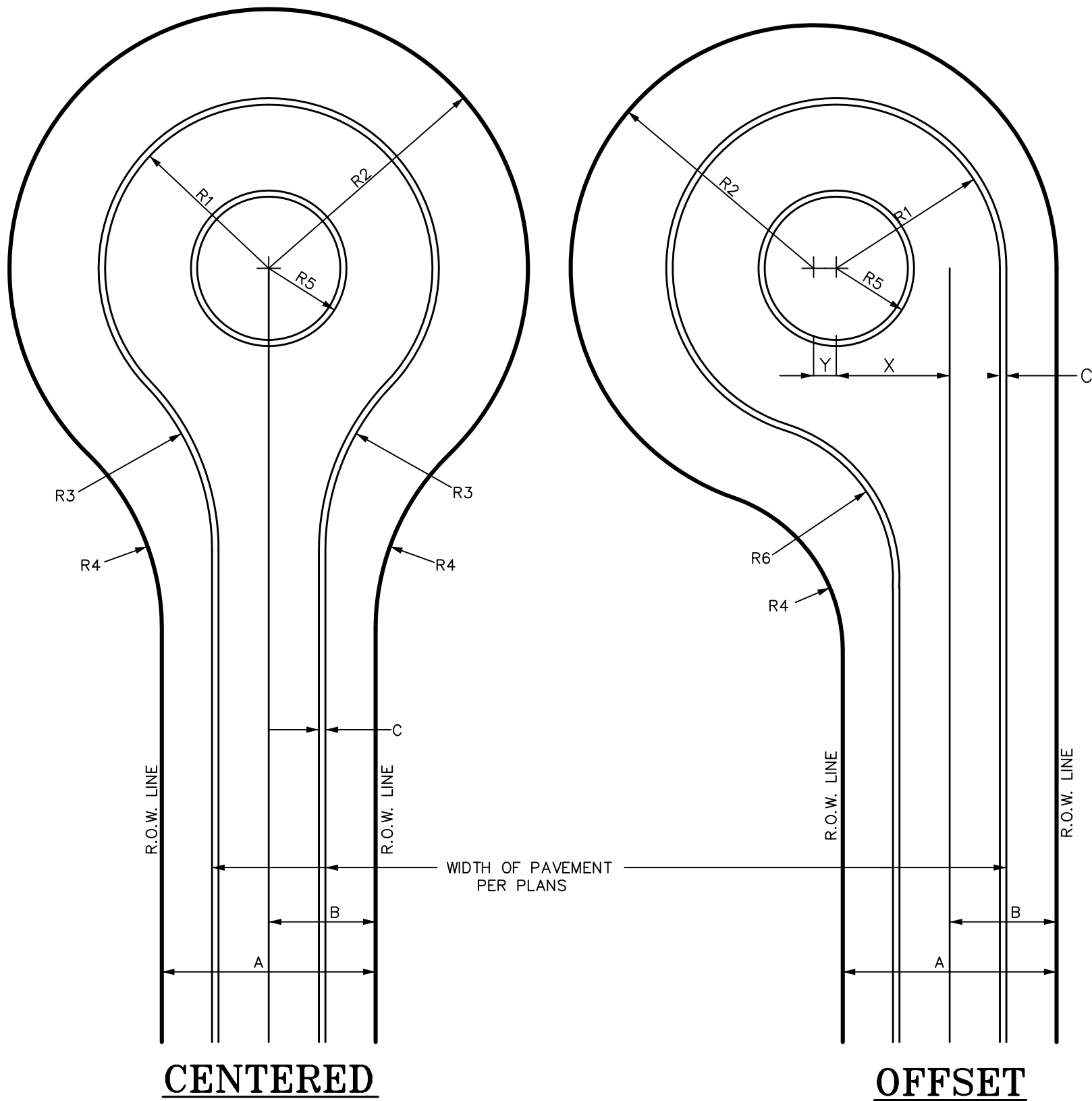
SCALE: 1in. = 60ft.  
PROJECT No.: 234431  
DWG NAME: 2775 WS  
ISSUED: JAN. 9, 2023

WS



- GENERAL NOTES:**
1. 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.
2. 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).
3. 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.
4. 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.
5. 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.
6. 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.
7. Contractor shall coordinate scheduling a Pre-Construction Meeting with Engineer prior to commencement of work.
8. 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 submittal 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.
9. 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.

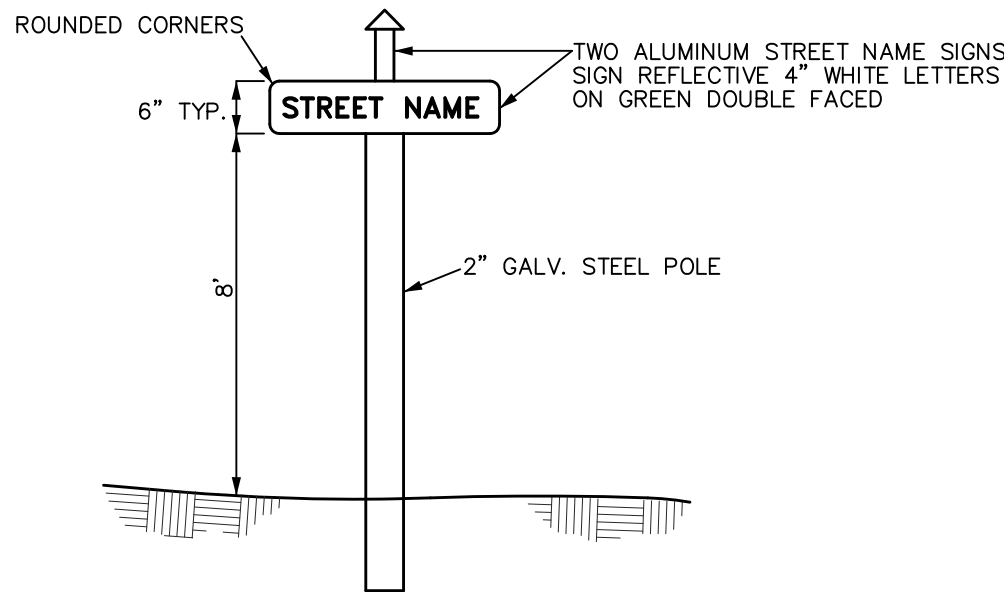
10. During the performance of their work, Contractor shall be solely responsible for determining soil conditions and appropriate construction methods based on the actual field conditions. Contractor shall furnish, install and maintain sheeting, shoring, bracing and/or other tools and equipment and/or construction techniques as needed for the safety and protection of the workers, pedestrians and vehicular traffic and for protection of adjacent structures and site improvements.
11. 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.
12. 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.
13. 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.
14. Contractor shall notify Owner/Developer and Engineer immediately upon encountering any field conditions, which are inconsistent with the project plans and/or specifications.
15. 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.
16. 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.
17. 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.
18. 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.



**CUL-DE-SAC WITH CURB DETAIL**

NOT TO SCALE

KEY	DESCRIPTION	CENTERED	OFFSET
		DIMENSION	DIMENSION
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'



**STREET NAME SIGN DETAIL**

NOT TO SCALE

**SIGN SCHEDULE**

SIGN	KEY	SIZE (W x H)	TYPE OR MOUNT	MOUNTING HEIGHT	QUANTITY
	RI-1	30" x 30"	POST MOUNTED	7'-0"	2

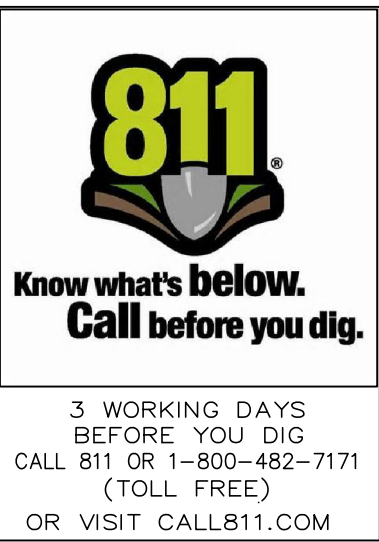
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DRAFT: JHG						
CHECK: WMP						

VILLAS OF  
HARTLAND

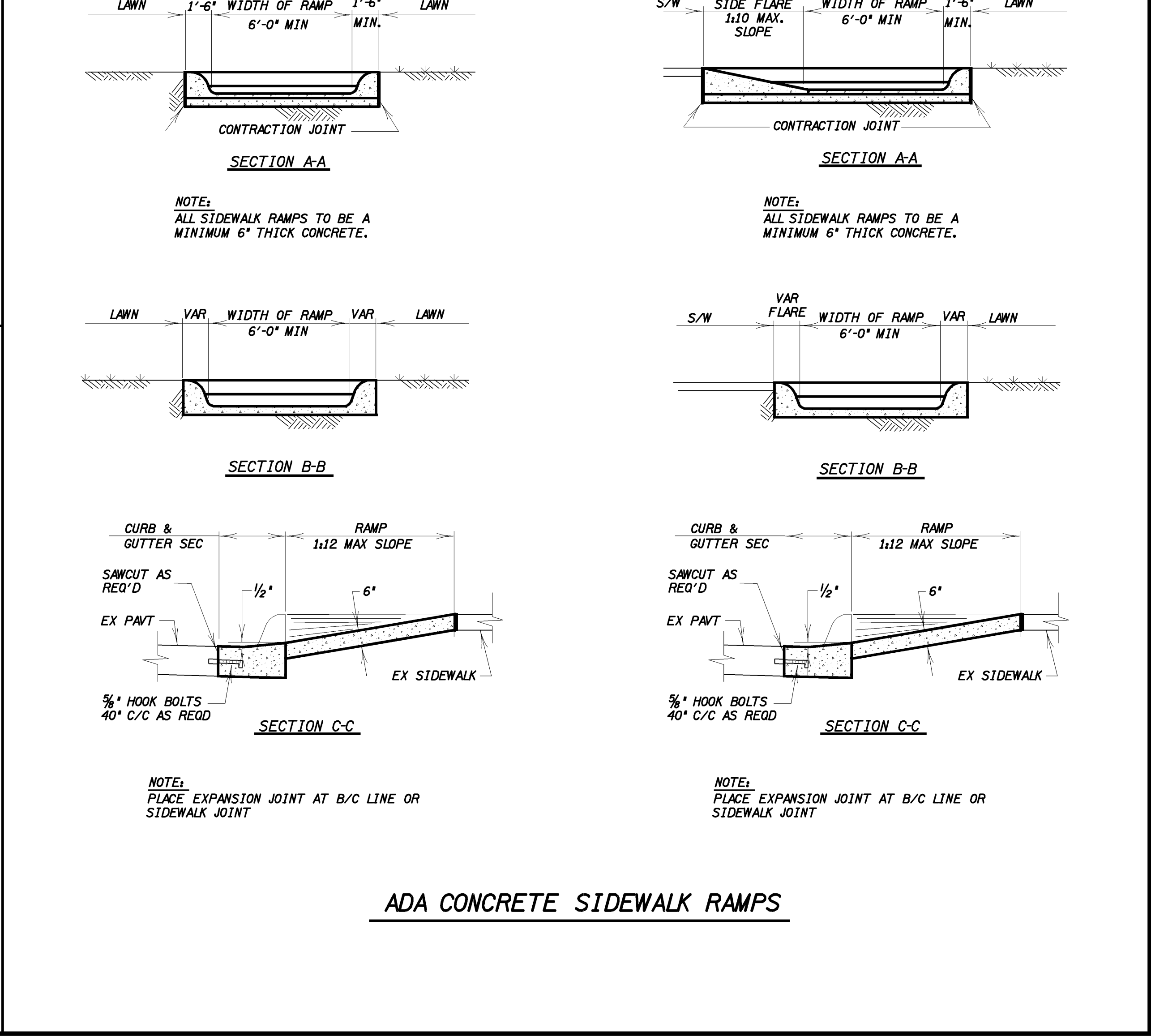
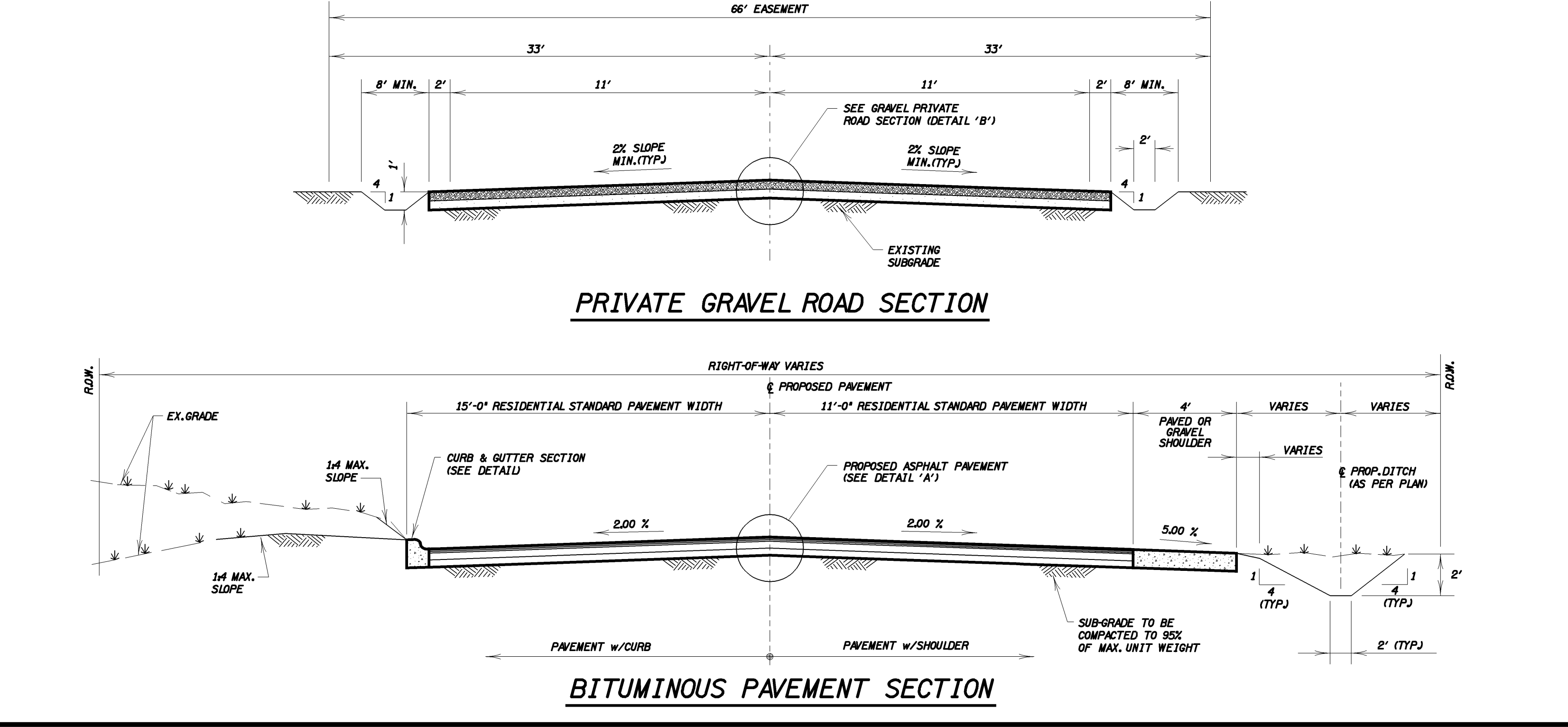
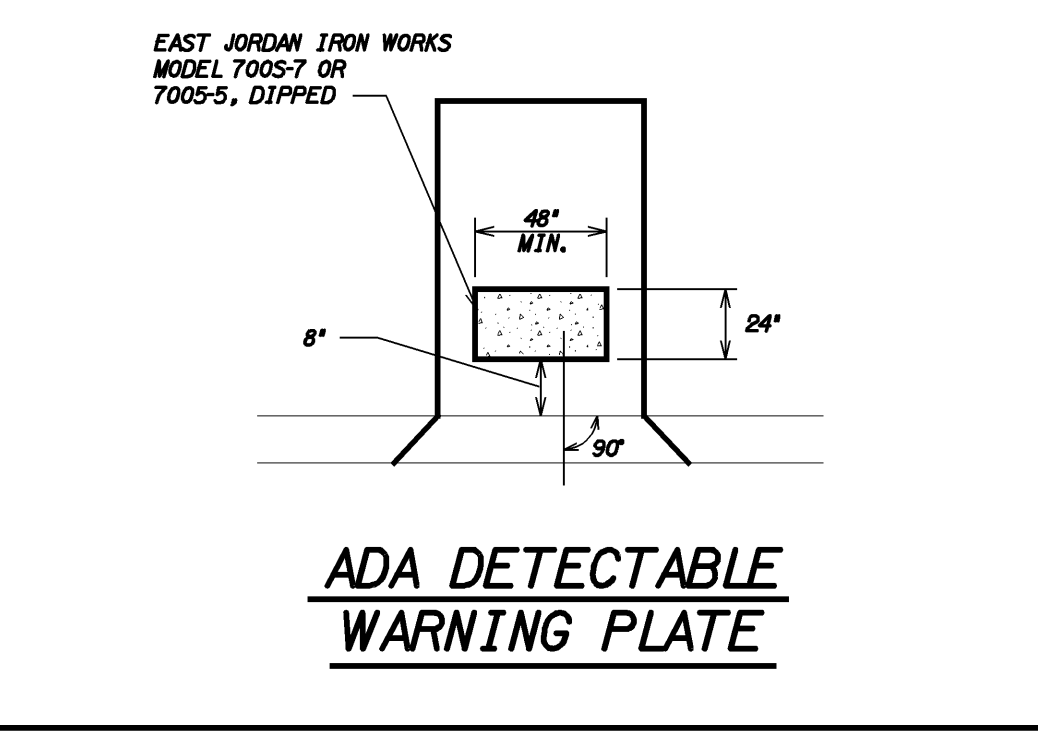
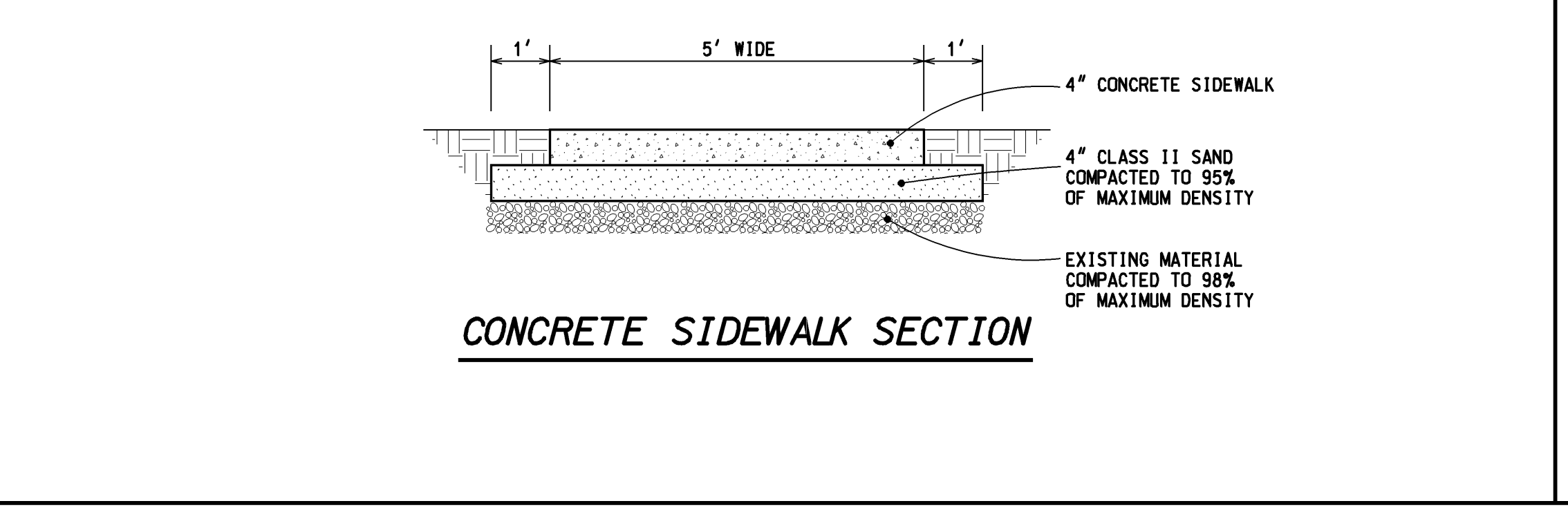
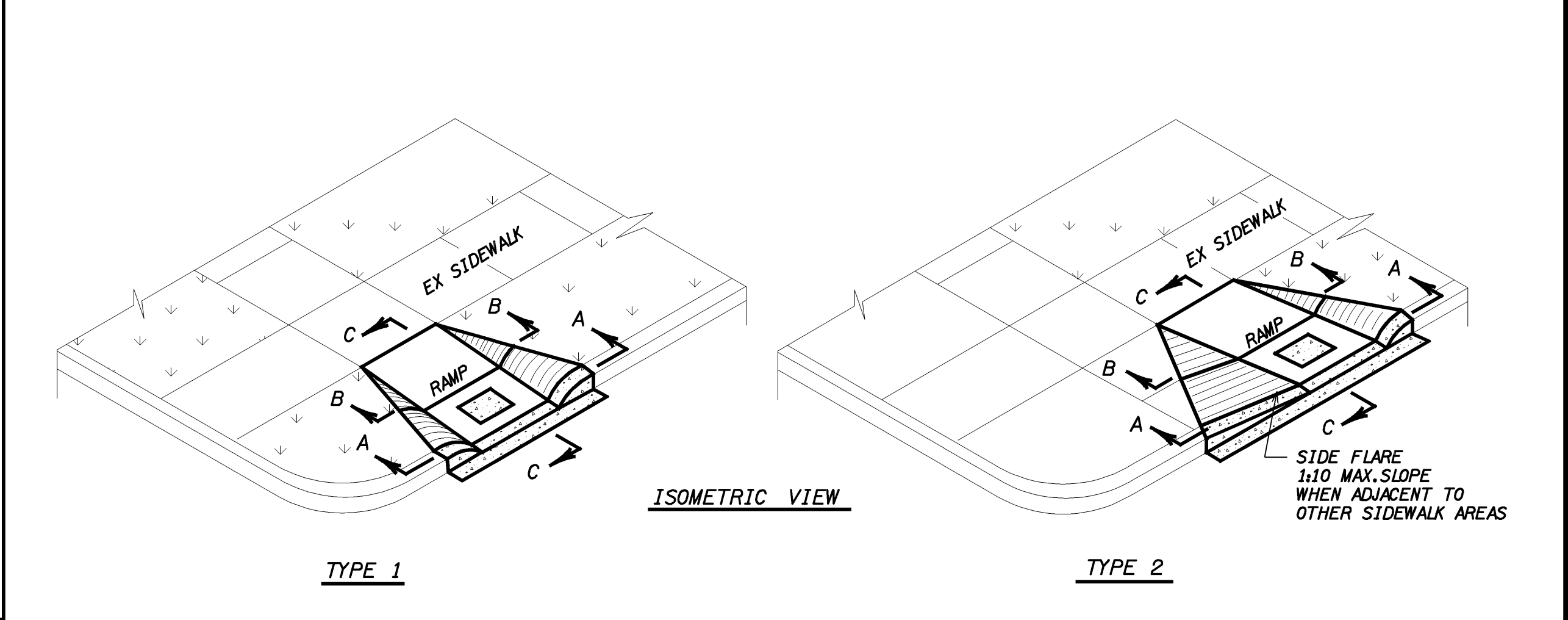
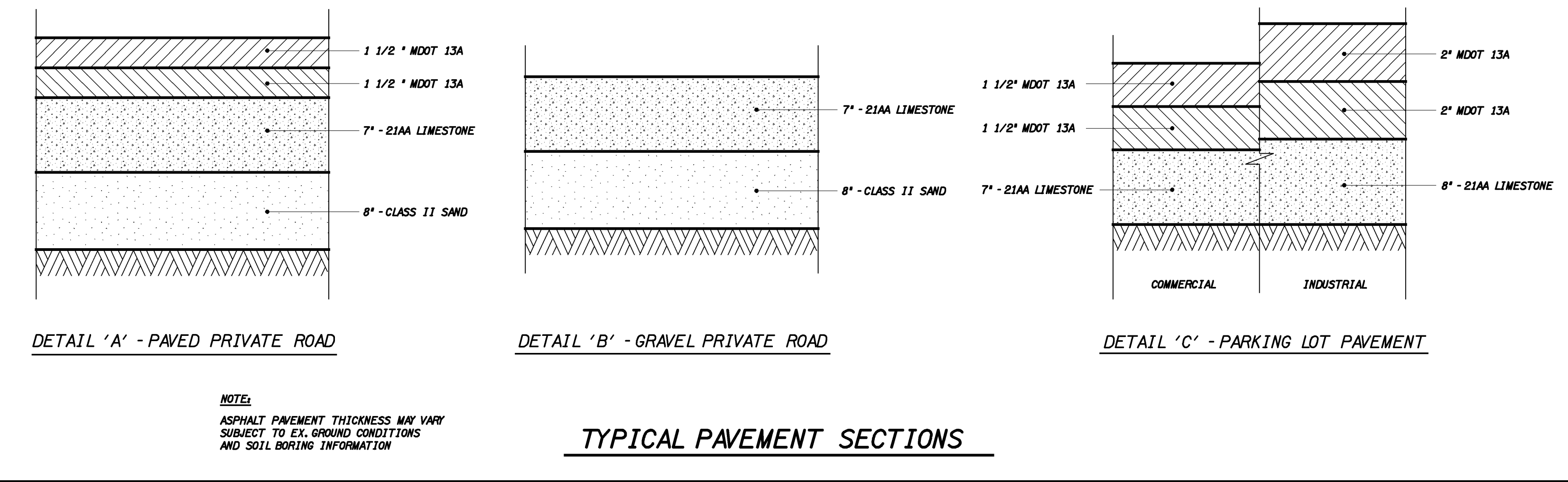
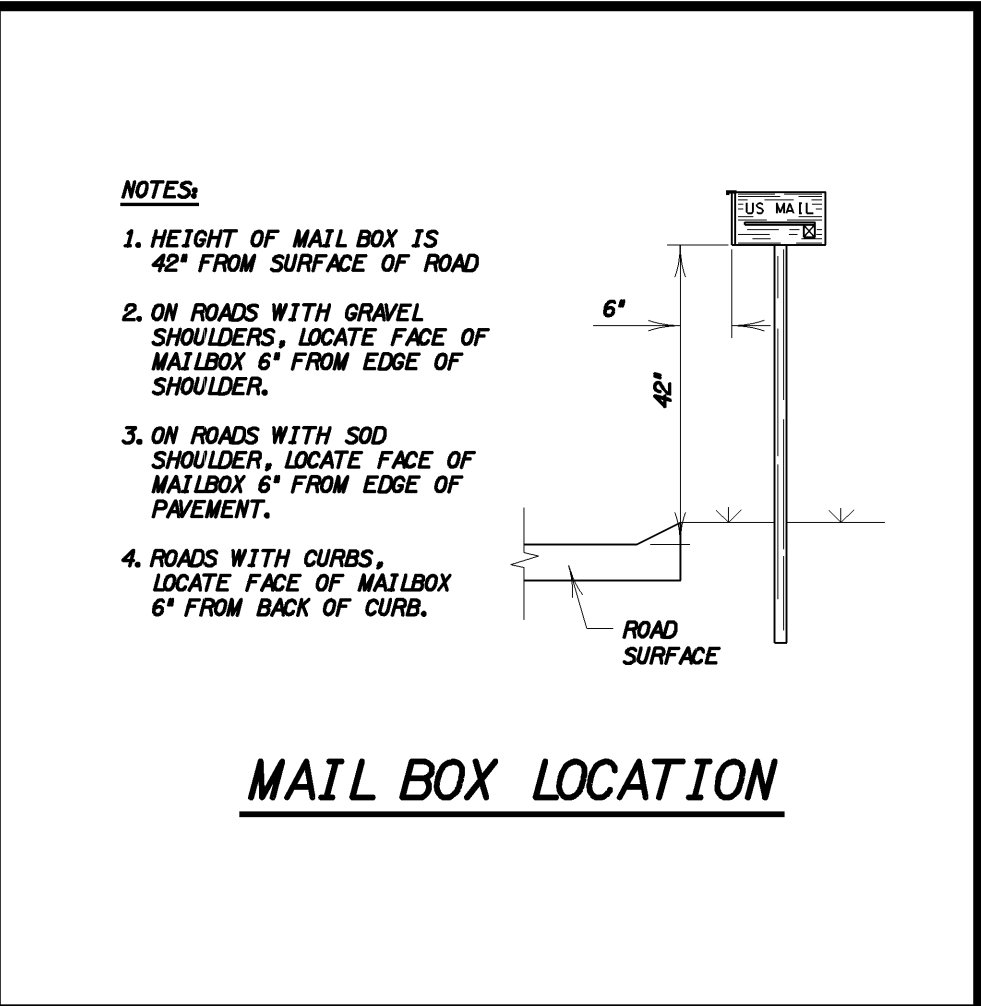
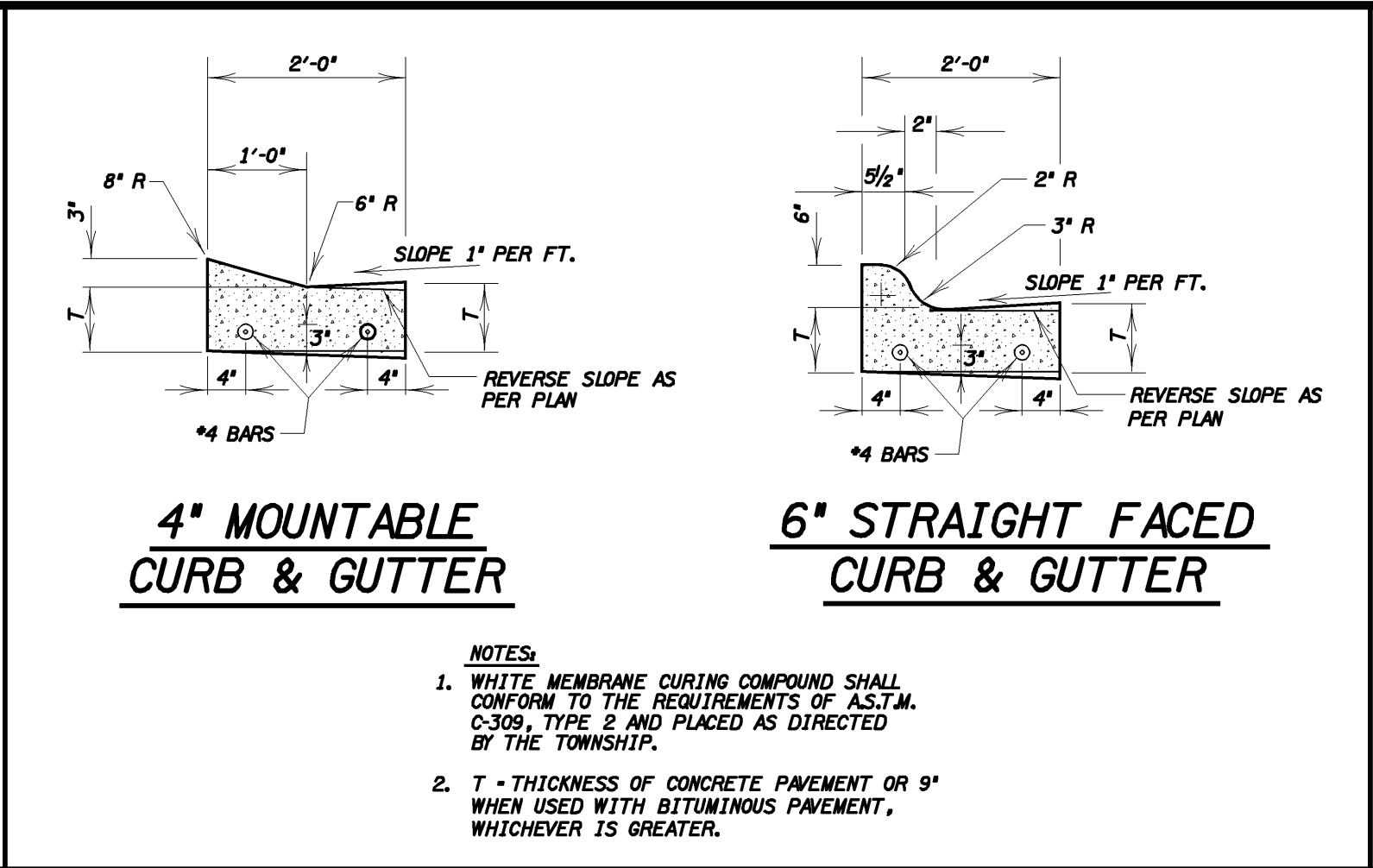
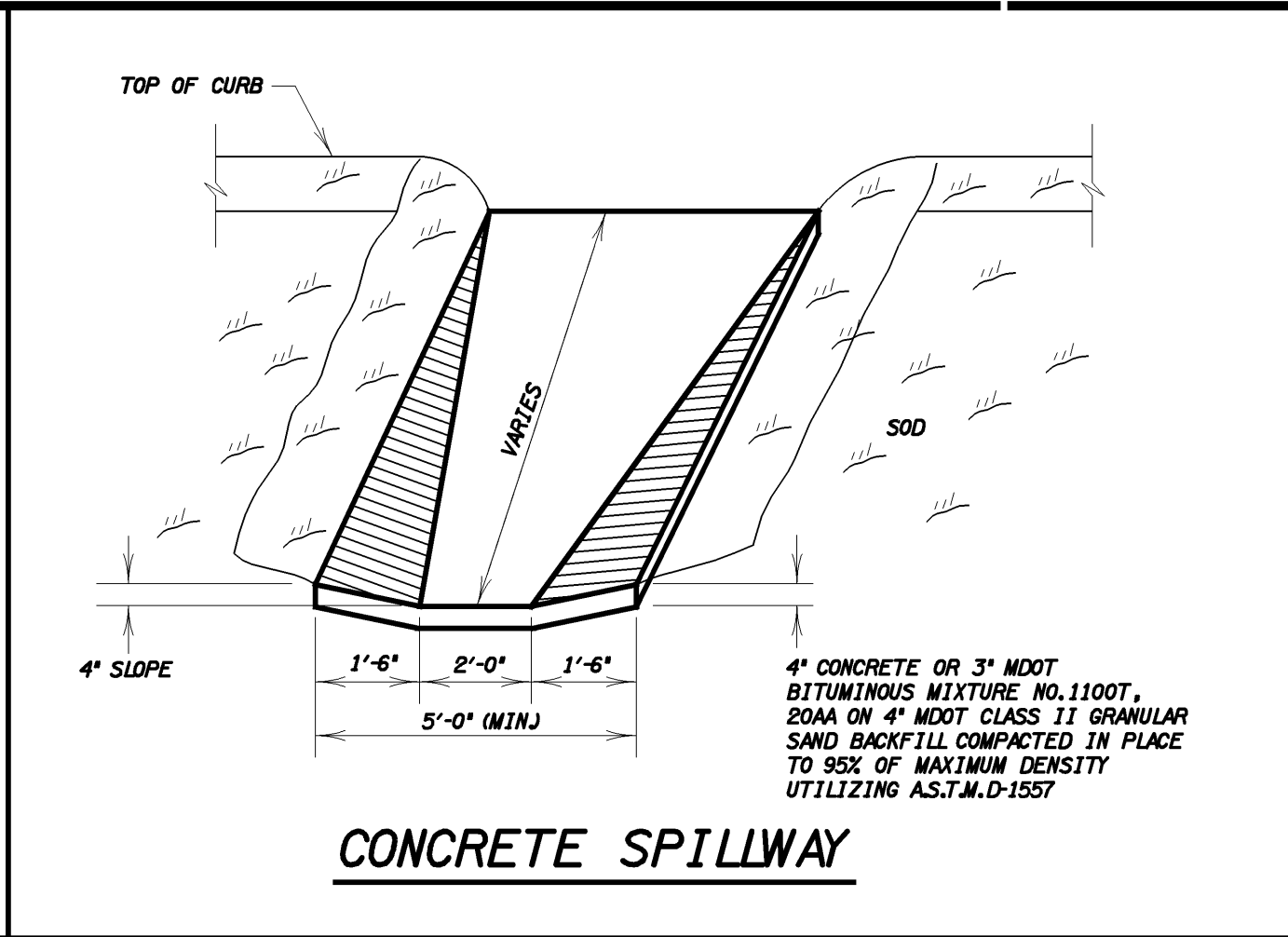
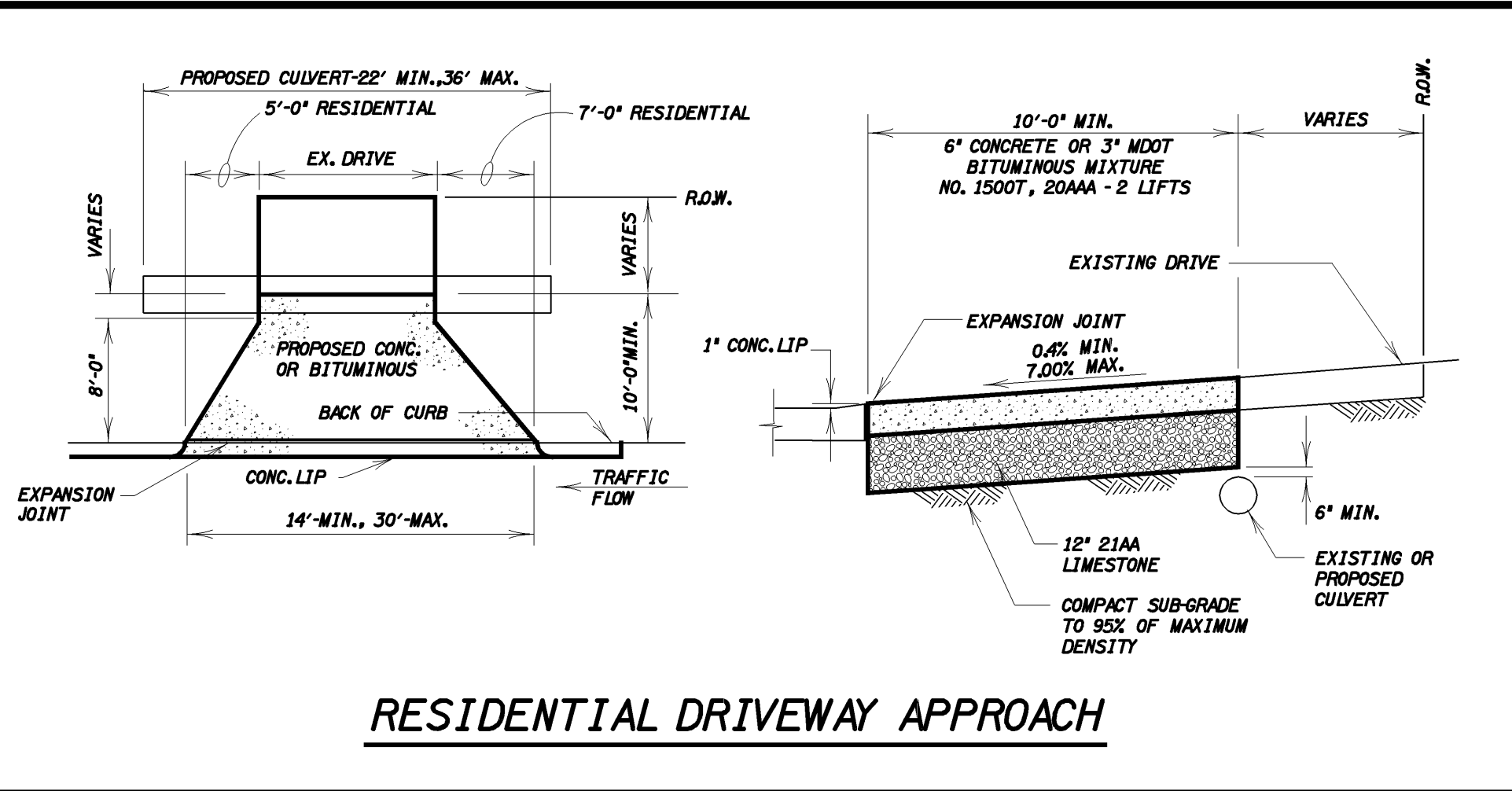
NOTES & DETAILS

CLIENT:	SCALE: AS NOTED
HACKER ROAD, LLC	PROJECT No.: 234431
20771 RANDALL	DWG NAME: 2775 DT
FARMINGTON HILLS, MI 48336-5320	ISSUED: JAN. 9, 2023

DT1



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USER NAME: hrc



**HARTLAND TOWNSHIP**

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
Consulting Engineers

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WEB SITE: <http://www.hrc-engr.com>

11-18-08	
DATE	ADOPTED BY TOWNSHIP BOARD
DESIGNED	
DRAWN	J. REC
CHECKED	J. HEINTZ
APPROVED	J. BOOTH
V:\200708\200708TAC\DWG\DWG01.V8.dgn	

**HARTLAND TOWNSHIP**

**STANDARD CONSTRUCTION DETAILS**

**PAVEMENT STANDARDS**

HRC JOB NO.	SCALE
20070878	NONE

DATE	SHEET NO.
JULY 2008	1 OF 1

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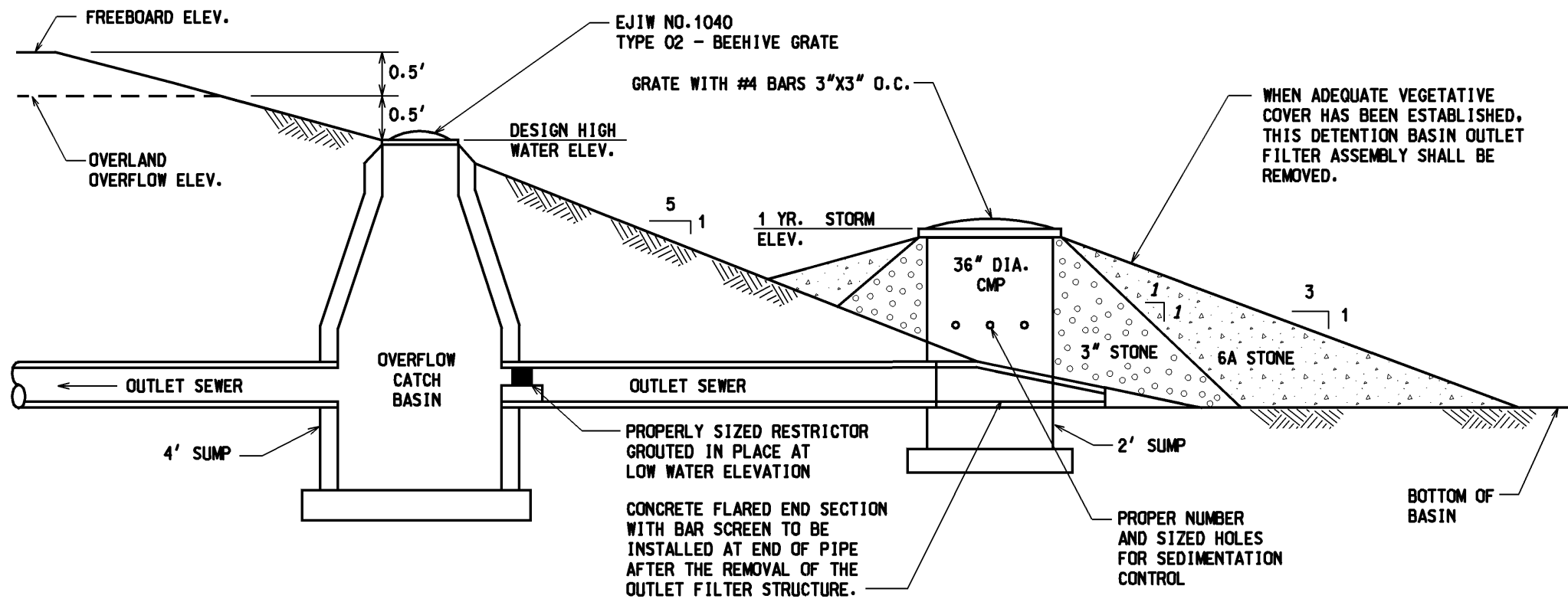
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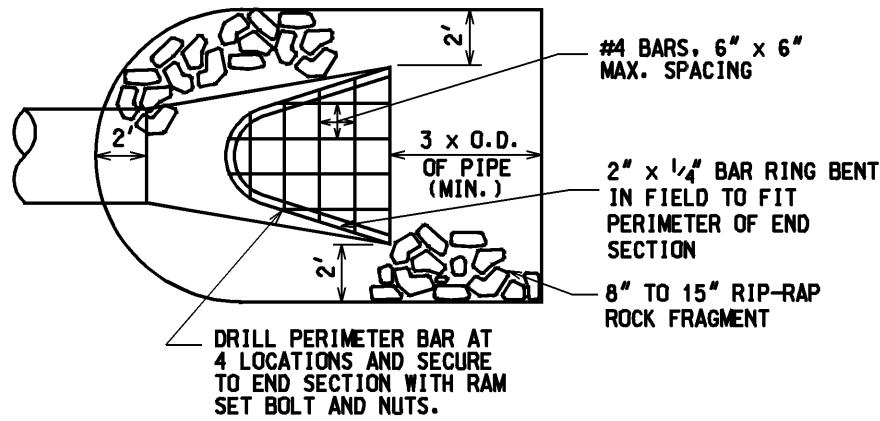
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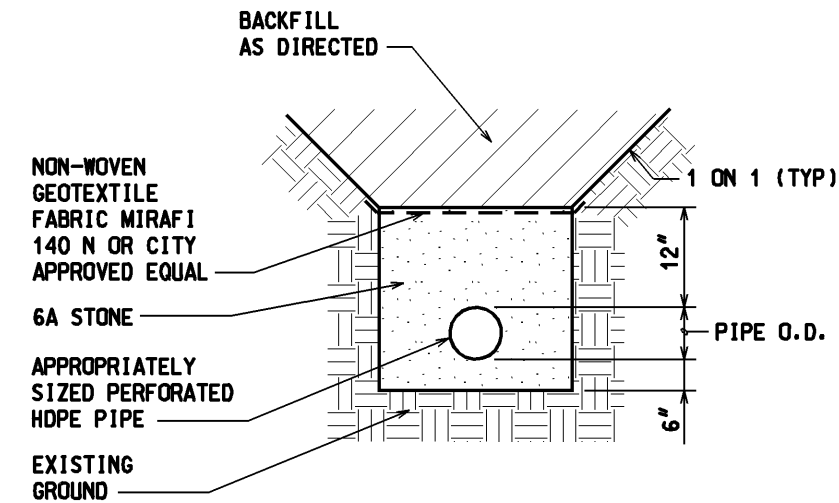


DETENTION BASIN OUTLET STRUCTURE DETAIL



END SECTION AND BAR SCREEN DETAIL

- STORM SEWER NOTES:
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS OF HARTLAND TOWNSHIP.
  2. IT SHALL BE THE OWNER'S ENGINEER AND CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
  3. ALL SEWER TRENCHES UNDER THE 45 DEGREE ZONE OF INFLUENCE LINE OF EXISTING OR PROPOSED PAVEMENTS, BIKE PATHS, SIDEWALKS OR DRIVE APPROACHES SHALL BE BACKFILLED WITH MOTT CLASS 11 SAND COMPACTED TO AT LEAST 95% OF MAXIMUM UNIT WEIGHT.
  4. JOINTS FOR STORM SEWER SHALL BE PREMIUM JOINTS (TONGUE AND GROOVE WITH RUBBER GASKETS).
  5. LEAD MATERIAL SHALL BE SCHED 40 PVC OR DR 26.
  6. ALLOWABLE PIPE MATERIAL FOR STORM SEWERS SHALL BE:
    - A. C-76 REINFORCED CONCRETE PIPE CONFORMING TO CLASSES III, IV OR V.
    - B. PERFORATED HIGH DENSITY POLYETHYLENE WITH SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATION MEETING REQUIREMENTS OF ASTM F2306. BEDDING AND BACKFILL SHALL BE AS SHOWN IN THE FOLLOWING DETAIL:

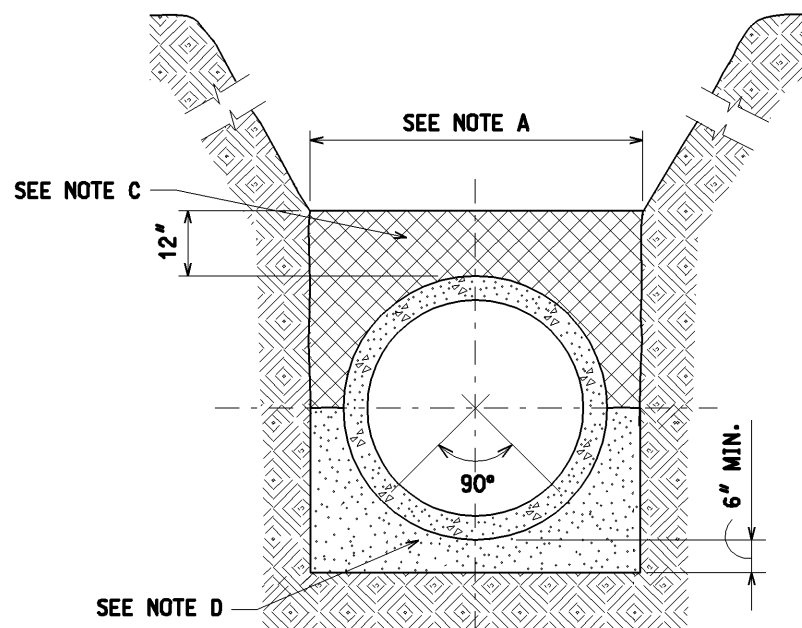


HDPE BEDDING DETAIL

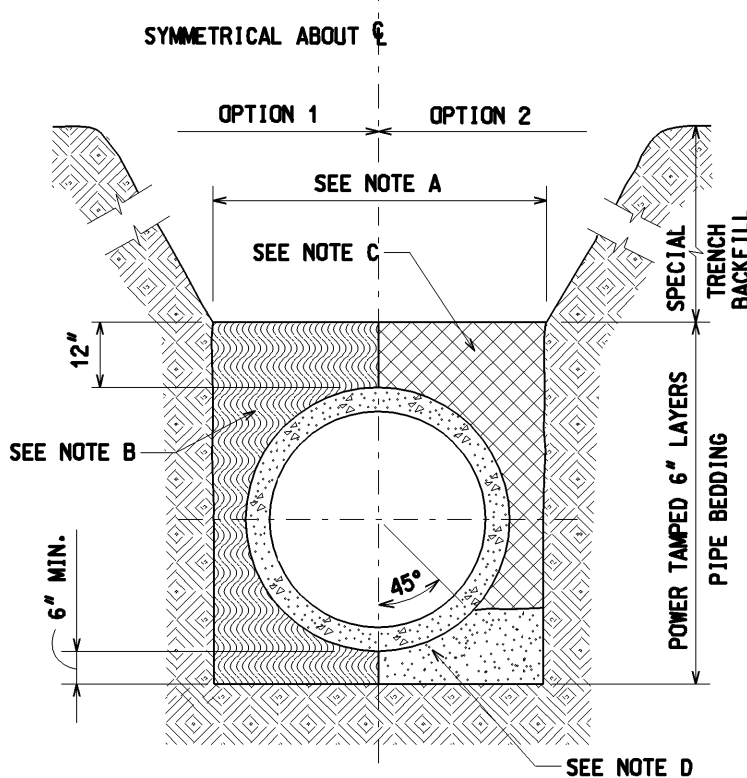
- NOTE A: BELOW A POINT 12" ABOVE THE TOP OF THE PIPE, THE TRENCH WIDTH SHALL PROVIDE A CLEARANCE OF NOT LESS THAN 6" BETWEEN PIPE & TRENCH. TRENCH WIDTH SHALL NOT EXCEED THAT SHOWN IN THE MAXIMUM TRENCH WIDTH TABLE.
- NOTE B: PIPE BEDDING MATERIALS SHOWN THUS SHALL MEET 2003 M.D.O.T. TABLE 902-3 REQUIREMENTS FOR CLASS 11 COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT AS DETERMINED BY METHODS PER THE CURRENT MOTT DENSITY CONTROL HANDBOOK.
- NOTE C: PIPE BEDDING BACKFILL MATERIALS SHOWN THUS SHALL BE SELECTED EXCAVATED MATERIAL (EXCEPT BLUE CLAY); WHERE TRENCH "A" IS SPECIFIED, SPECIAL TRENCH "A" BACKFILL MATERIAL SHALL BE USED FOR PIPE BEDDING BACKFILL.
- NOTE D: PIPE BEDDING CUSHION MATERIALS SHOWN THUS SHALL CONSIST OF MEETING THE GRADING AND PHYSICAL REQUIREMENTS OF 2003 M.D.O.T. TABLE 902-1 & TABLE 902-2, COARSE AGGREGATE 6A, BLAST FURNACE SLAG OR CRUSHED STONE CONTAINING SUFFICIENT SMALLER SIZED AGGREGATE TO PREVENT MIGRATION OF EARTH OR BACKFILL MATERIAL INTO BEDDING MATERIAL & CAREFULLY PREPARED SO THAT THE ENTIRE BOTTOM 1/4 OF THE PIPE WILL BEAR AGAINST THE CUSHION. THE TYPE & THICKNESS OF THE BEDDING SHALL BE AS REQUIRED TO MAINTAIN CORRECT ALIGNMENT & GRADE & SHALL NOT BE LESS THAN 6". (THIS BEDDING CUSHION SUPERCEDES CUSHION REQUIRED BY THE SPECIFICATIONS.)

TYPES OF BEDDING

STANDARD PIPE BEDDING SHALL BE USED EXCEPT WHERE THE OTHER TYPES OF PIPE BEDDING ARE CALLED FOR ON THE PLANS & PROFILES



STANDARD BEDDING  
CIRCULAR PIPE - 24" DIA. & LARGER



STANDARD BEDDING  
CIRCULAR PIPE - 21" DIA. & SMALLER

TRENCH	TRENCH BACKFILL
TRENCH "A" (SPECIAL)	BANK RUN SAND MEETING THE REQUIREMENTS OF 2003 M.D.O.T. TABLE 902-3 GRADING REQUIREMENTS FOR GRANULAR MATERIALS CLASS 11. MATERIALS SHALL BE PLACED IN ACCORDANCE WITH 2003 M.D.O.T. 205.03-H-4g. FOR CONTROLLED DENSITY METHOD WITH EACH LAYER COMPACTED TO 95 PERCENT OF MAXIMUM UNIT WEIGHT AS DETERMINED BY METHODS PER THE CURRENT MOTT DENSITY CONTROL HANDBOOK
TRENCH "B" (STANDARD)	SUITABLE EXCAVATED MATERIAL (EXCLUDING BLUE CLAY) PLACED IN ONE FOOT LAYERS WITH EACH LAYER COMPACTED BY APPROVED MECHANICAL METHODS TO A DENSITY EQUIVALENT TO THE UNDISTURBED ADJACENT SOIL.

TRENCH BACKFILL NOTES:

SPECIAL BACKFILL FOR TRENCHES (TRENCH "A") SHALL BE USED AT ALL LOCATIONS CALLED FOR ON THE PLANS & REQUIRED IN THE SPECIFICATIONS.

WHERE NOTED ON THE PLANS OR PROFILES THUS: TRENCH "A" SHALL BE USED AT LOCATIONS REQUIRED BY THE SPECIFICATIONS. TRENCH "B" SHALL BE USED FOR THE BALANCE OF THE WORK.

WHERE TRENCH IS IN SAND OR GRAVEL THE MAXIMUM TRENCH WIDTH AT TOP OF PIPE SHALL NOT EXCEED O.D. PLUS 24".

MAXIMUM TRENCH WIDTH TABLE (IN.)	
PIPE I.D.	TRENCH WIDTH
4 -12	32
15	36
18	39
21	43
24	46
27	50
30	53
36	68
42	75
48	82
54	89
60	96
66	103
72	110

TYPES OF PIPES & JOINTS						
PIPE				JOINT		
MATERIAL	SIZE (ROUND)	SPEC.	CLASS	REMARKS	DESCRIPTION	SPEC.
REINFORCED CONCRETE	12" - 144"	A.S.T.M. C76	III - V		MODIFIED GROOVE TONGUE WITH RUBBER GASKET.	A.S.T.M. C443 *
	12" - 144"	M.D.O.T. 8.08-03	III - V	SPECIAL DESIGNS SUPPLEMENT A.S.T.M. C-76	INSIDE CEMENT POINTING FOR 42" DIA & LARGER PIPE.	
* EXCEPT AS SUCH SPECIFICATIONS RELATE TO INFILTRATION LIMITATIONS.						

TRENCH BEDDING & BACKFILL



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FAX: (517) 552-6099  
WEB SITE: <http://www.hrc-engr.com>

11-18-08	ADOPTED BY TOWNSHIP BOARD
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	
DRAWN	J. REC
CHECKED	J. HEINTZ
APPROVED	J. BOOTH
V:\200708\20070878\AC.stm_de+02_V8.dgn	

HARTLAND TOWNSHIP

STANDARD  
CONSTRUCTION  
DETAILS

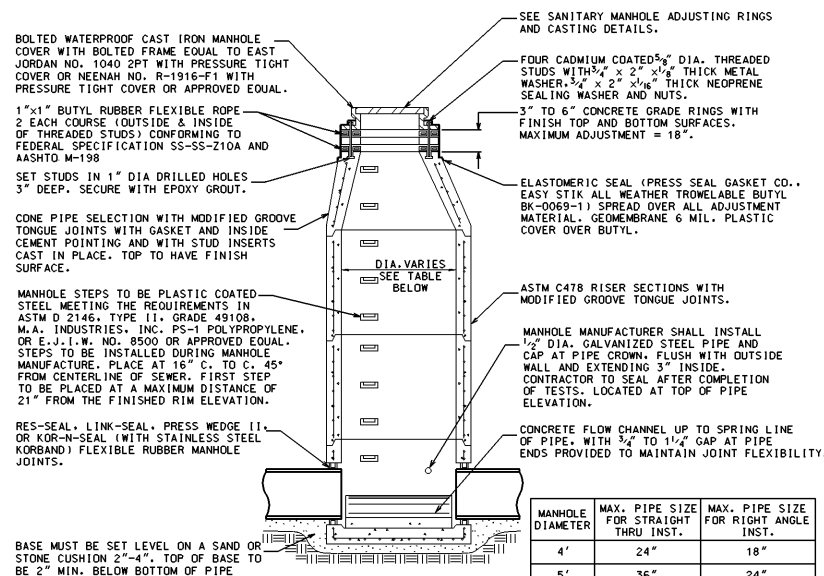
STORM SEWER  
STANDARDS

HRC JOB NO. 20070878	SCALE NONE
DATE JULY 2008	SHEET NO. 2 OF 2

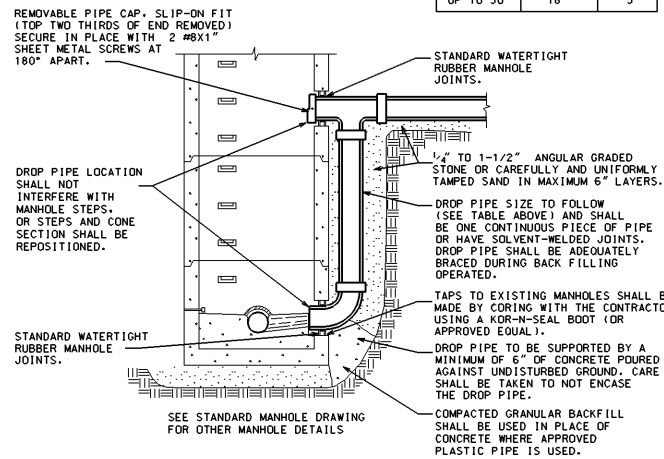






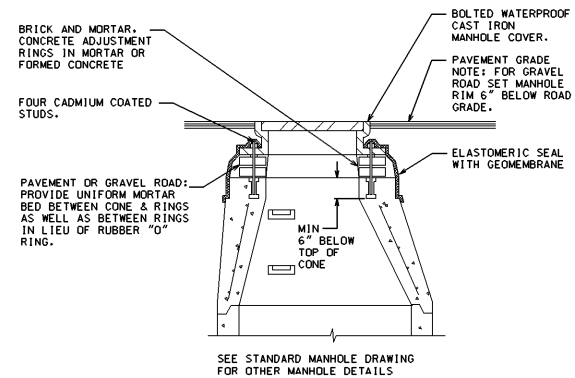


STANDARD MANHOLE

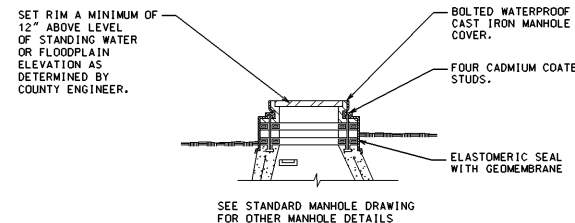


EXTERIOR DROP CONNECTION

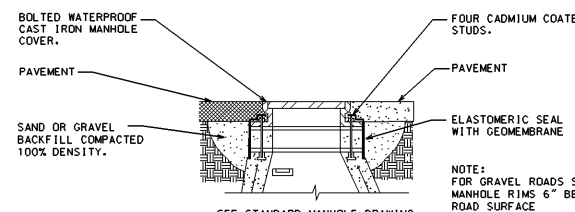
EX. 4' DIA. MH WITH SEWER LESS THAN 20' DEEP



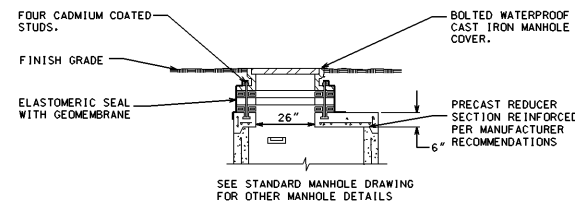
SANITARY MANHOLE ADJUSTING RINGS &amp; CASTING DETAIL



MANHOLE TOPS WITHIN FLOOD PRONE AREAS

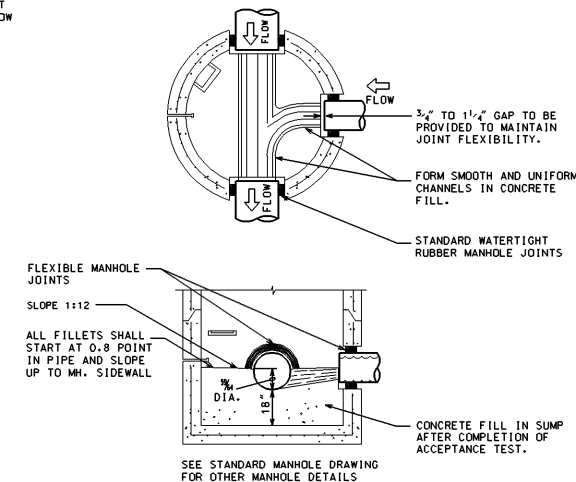


MANHOLE TOPS WITHIN PAVEMENT AREAS

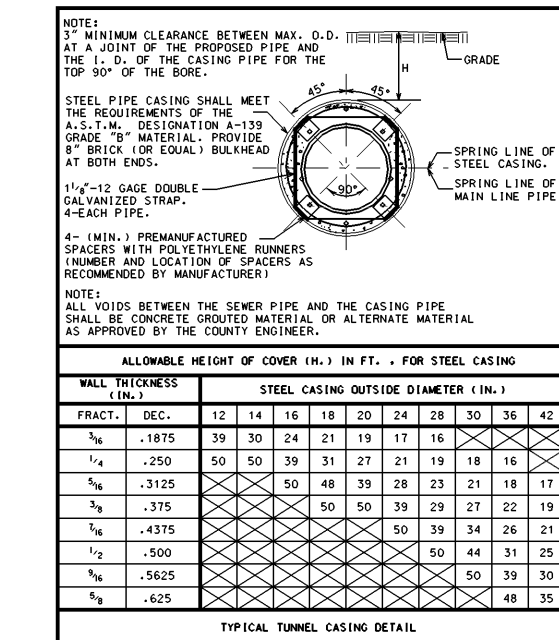


FLAT TOP MANHOLE

- SANITARY SEWER CONSTRUCTION NOTES**
- ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER (LCDC). ALL SANITARY SEWER CONSTRUCTION SHALL HAVE FULL-TIME INSPECTION SUPERVISED BY A PROFESSIONAL ENGINEER PROVIDED BY, OR CAUSED TO BE PROVIDED BY, LCDC.
  - AT ALL CONNECTIONS AND BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR MUST OBTAIN THE REQUIRED LCDC SEWER INSPECTION PERMITS. THE CONTRACTOR SHALL NOTIFY THE COUNTY 48 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. FINAL ACCEPTANCE TESTS MUST BE WITNESSED BY COUNTY PERSONNEL AND MUST BE SCHEDULED IN ADVANCE.
  - NO SEWER INSTALLATION SHALL HAVE AN INFILTRATION EXCEEDING 250 GALLONS PER INCH DIAMETER PER MILE OF PIPE IN A 24-HOUR PERIOD, AND NO SINGLE RUN OF SEWER BETWEEN MANHOLES SHALL EXCEED 250 GALLONS PER INCH DIAMETER PER MILE. AIR TESTS IN LIEU OF INFILTRATION TESTS SHALL BE AS SPECIFIED IN THE LCDC STANDARDS. ONLY PIPE AND PIPE JOINTS APPROVED BY THE COUNTY MAY BE USED FOR SANITARY SEWER CONSTRUCTION.
  - AT ALL CONNECTIONS TO AN EXISTING SEWER, OR EXTENSION THERETO, A WATERTIGHT BULKHEAD WITH A CAPPED ONE INCH DIAMETER PIPE TO PERMIT MEASURING INFILTRATION SHALL BE PROVIDED. A TEMPORARY 18 INCH DEEP SUMP SHALL ALSO BE PROVIDED IN THE FIRST MANHOLE ABOVE THE CONNECTION ON WHICH WILL BE FILLED IN AFTER SUCCESSFUL COMPLETION OF ANY ACCEPTANCE TEST UP TO THE STANDARD FILLET PROVIDED FOR THE FLOW CHANNEL.
  - APPROVED BUILDING LEAD PIPE FOR GRAVITY SEWER LEADS:
    - ABS PLASTIC, ASTM D2751, SDR 23.5.
    - PVC PLASTIC, ASTM D3034, SDR 23.5 OR ASTM D2665, SCHEDULE 40.
    - DUCTILE IRON PIPE, AMERICAN WATER WORKS ASSOCIATION (AWWA) C-104/A21.4, CLASS 54, JOINTS SHALL BE SUPER BEL TITE, TYTON, TY-SEAL, MULTI-TITE, DUAL TITE, OR VERI-TITE.
    - ANY DEVIATIONS FROM SPECIFIED ABOVE REQUIRE APPROVAL BY LCDC.
  - ALL RIGID SEWER PIPE SHALL BE INSTALLED IN CLASS "B" BEDDING OR BETTER.
  - ALL NEW MANHOLES SHALL BE LCDC APPROVED. FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS. MANHOLES SHALL BE OF PRECAST SECTIONS WITH MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS. PRECAST MANHOLE CONE SECTIONS SHALL BE LCDC APPROVED MODIFIED ECCENTRIC CONE TYPE. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS, AS INDICATED.
  - AT ALL CONNECTIONS TO MANHOLES, EXTERNAL DROP CONNECTIONS WILL BE REQUIRED WHEN THE DIFFERENCE IN INVERT ELEVATIONS EXCEEDS 18 INCHES. INTERNAL DROPS REQUIRE SPECIAL APPROVAL FROM THE LCDC.
  - TAPS TO EXISTING MANHOLES SHALL BE MADE BY CORING. THE CONTRACTOR SHALL PLACE A KOR-N-SEAL BOOT OR APPROVED EQUAL AFTER CORING IS COMPLETE.
  - NEW MANHOLES CONSTRUCTED DIRECTLY ON LCDC SEWERS SHALL BE PROVIDED WITH COVERS READING LIVINGSTON COUNTY SANITARY IN RAISED LETTERS. NEW MANHOLES BUILT OVER EXISTING SANITARY SEWER SHALL HAVE MONOLITHIC POURED BOTTOMS.
  - NO GROUND WATER, STORM WATER, CONSTRUCTION WATER, DOWNSPOUT DRAINAGE, OR WEEP TILE DRAINAGE SHALL BE ALLOWED TO ENTER ANY SANITARY SEWER.
  - PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL TELEPHONE MISS DIG (800-482-7171) FOR THE LOCATION OF UNDERGROUND PIPELINE AND CABLE FACILITIES AND SHALL ALSO NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
  - AN 18 INCH MINIMUM VERTICAL SEPARATION AND 10 FOOT MINIMUM HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN SANITARY SEWER AND WATER MAIN.

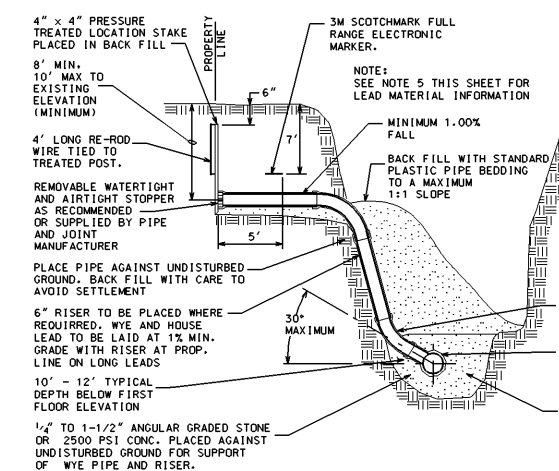


SUMP MANHOLE FOR TESTING, CLEANING AND DEWATERING

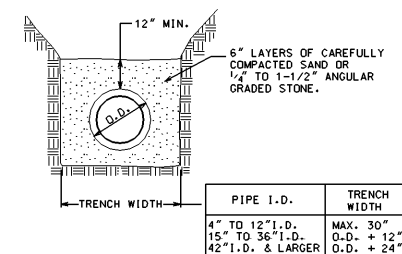


- NOTE:
- FOR 36" SEWER PROVIDE A MIN. OF 60" DIA. CASING WITH 1" WALL THICKNESS.
  - CASING PIPE JOINTS TO BE FULLY WELDED AROUND THE CIRCUMFERENCE BY A CERTIFIED WELDER.

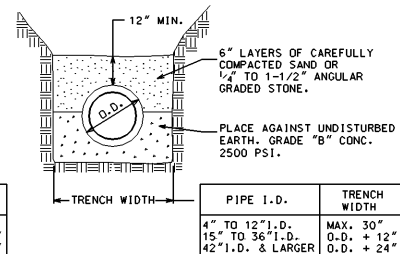
TYPICAL SEWER TUNNEL CASING DETAIL



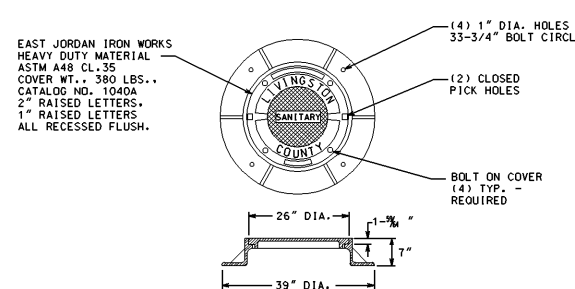
HOUSE LEAD DETAIL



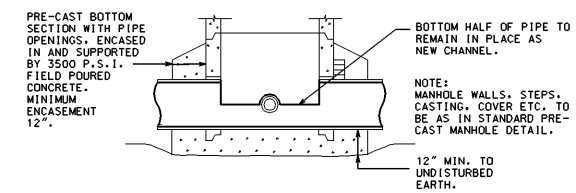
STANDARD BEDDING



CONCRETE CRADLE



L.C.D.C. LETTERED MANHOLE COVER



STANDARD MANHOLE BOTTOM OVER EXIST. SEWER

BRIAN JONCKHEERE  
DRAIN COMMISSIONER

HRC

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WEB SITE: http://www.hrc-engr.comLIVINGSTON COUNTY  
DRAIN  
COMMISSIONER  
OFFICE

LIVINGSTON COUNTY MICHIGAN

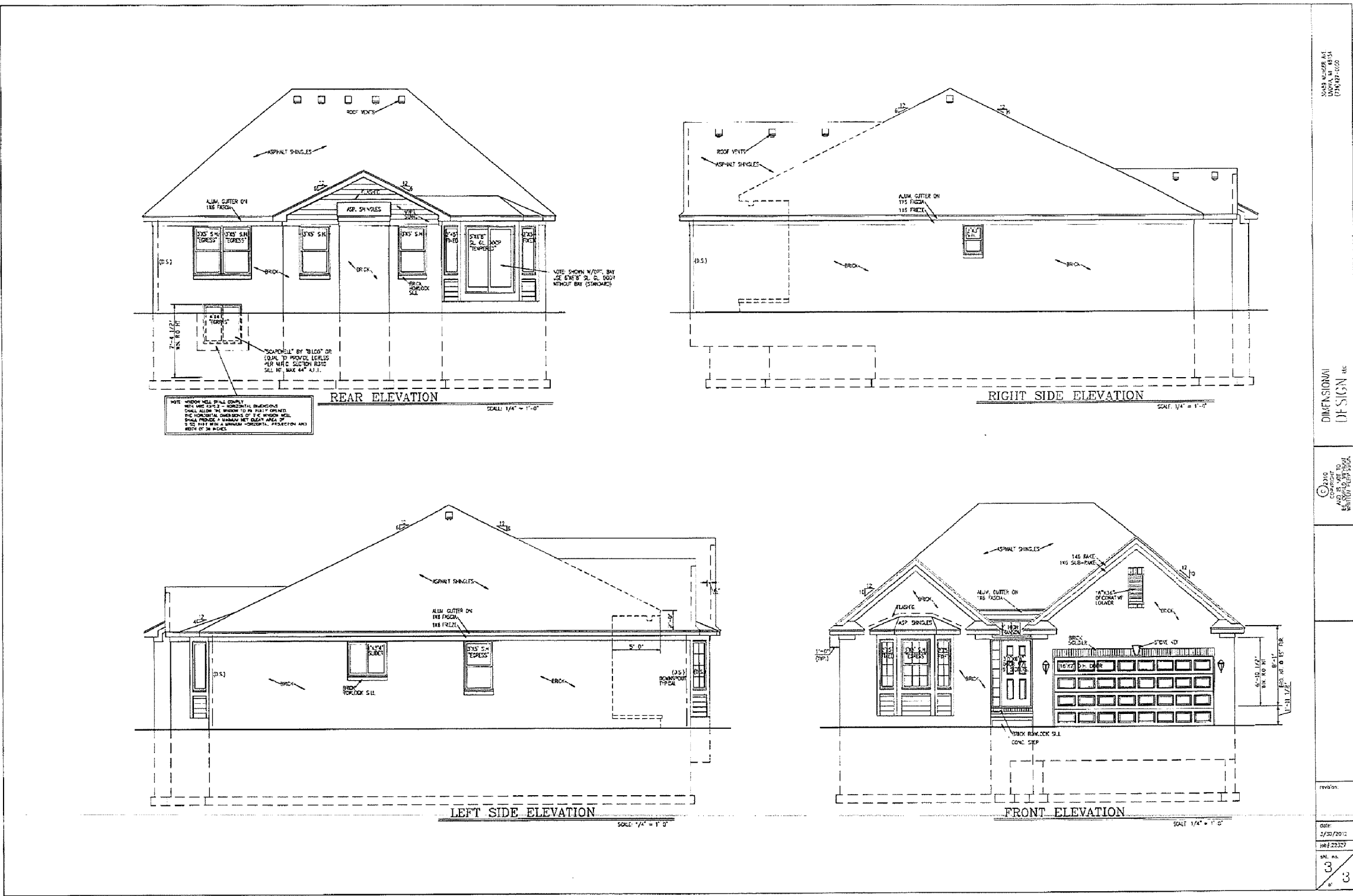
SANITARY SEWER  
DETAILS AND  
NOTESHRC JOB NO.  
20030647  
SCALE  
259  
DATE  
NOVEMBER 2003  
SHEET NO.  
OF 1



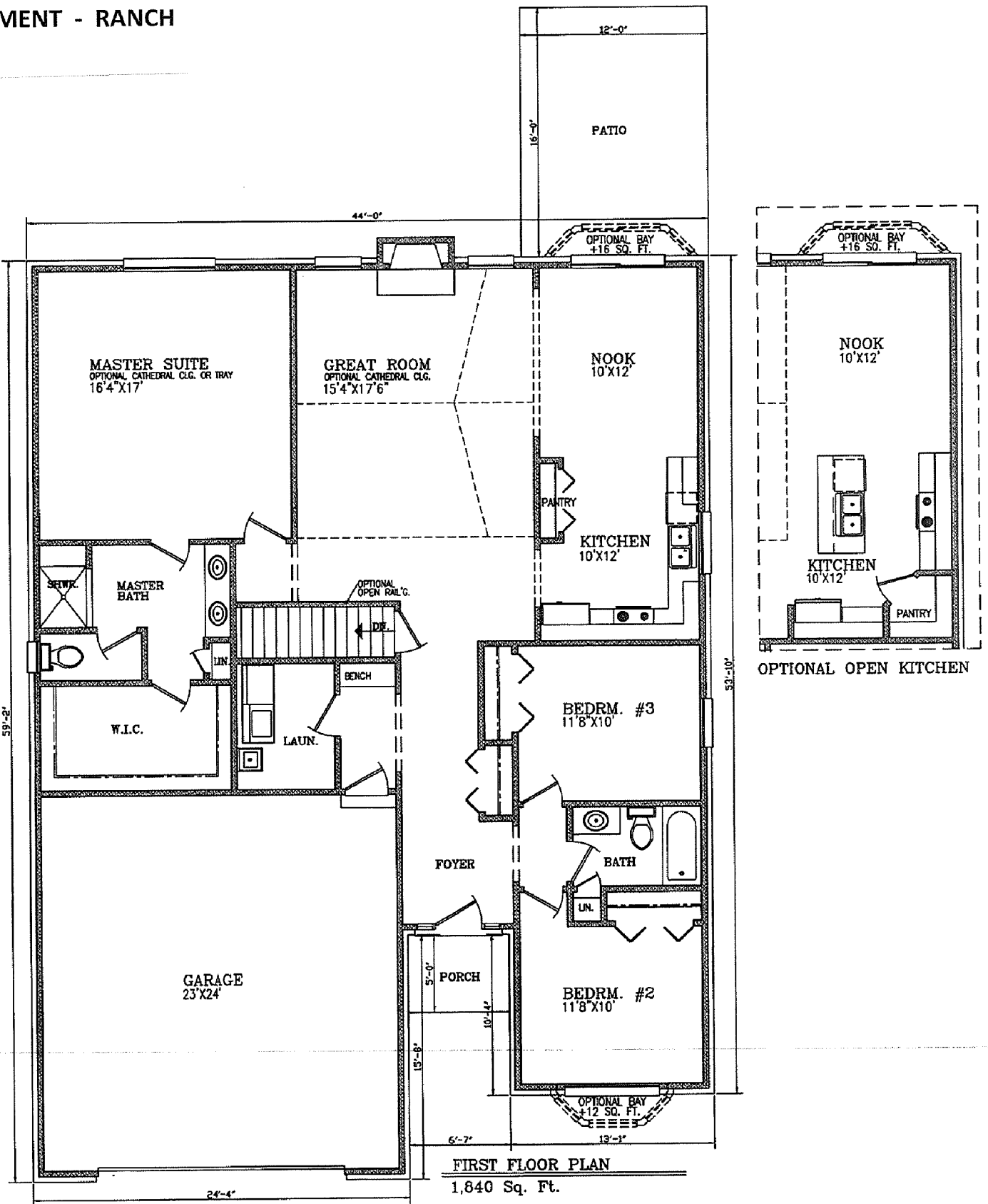


HACKER ROAD DEVELOPMENT - RANCH

HACKER ROAD DEVELOPMENT - RANCH



HACKER ROAD DEVELOPMENT - RANCH









HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

3 Bedroom Colonial



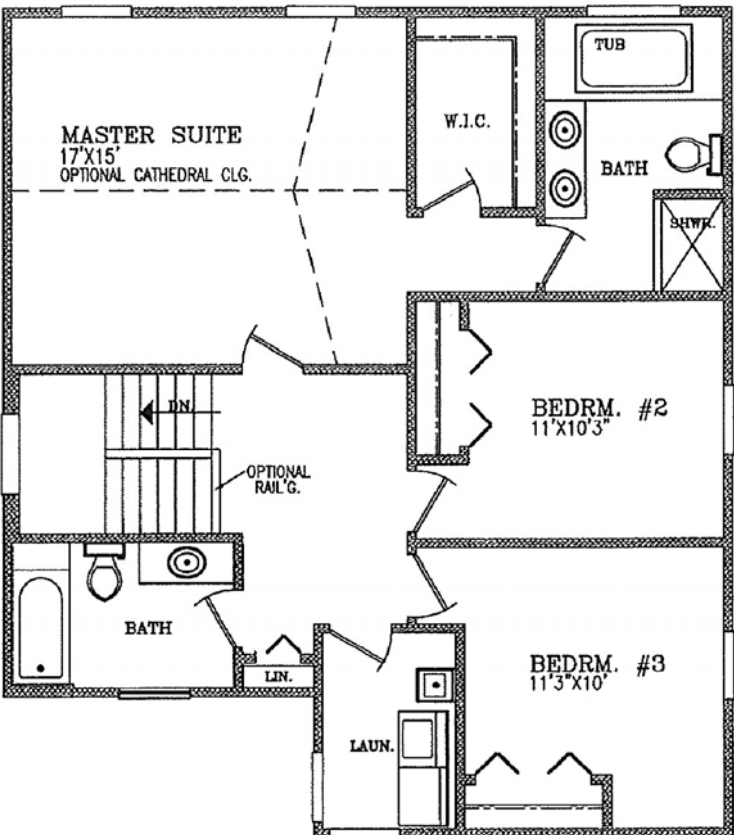
ELEVATION - A



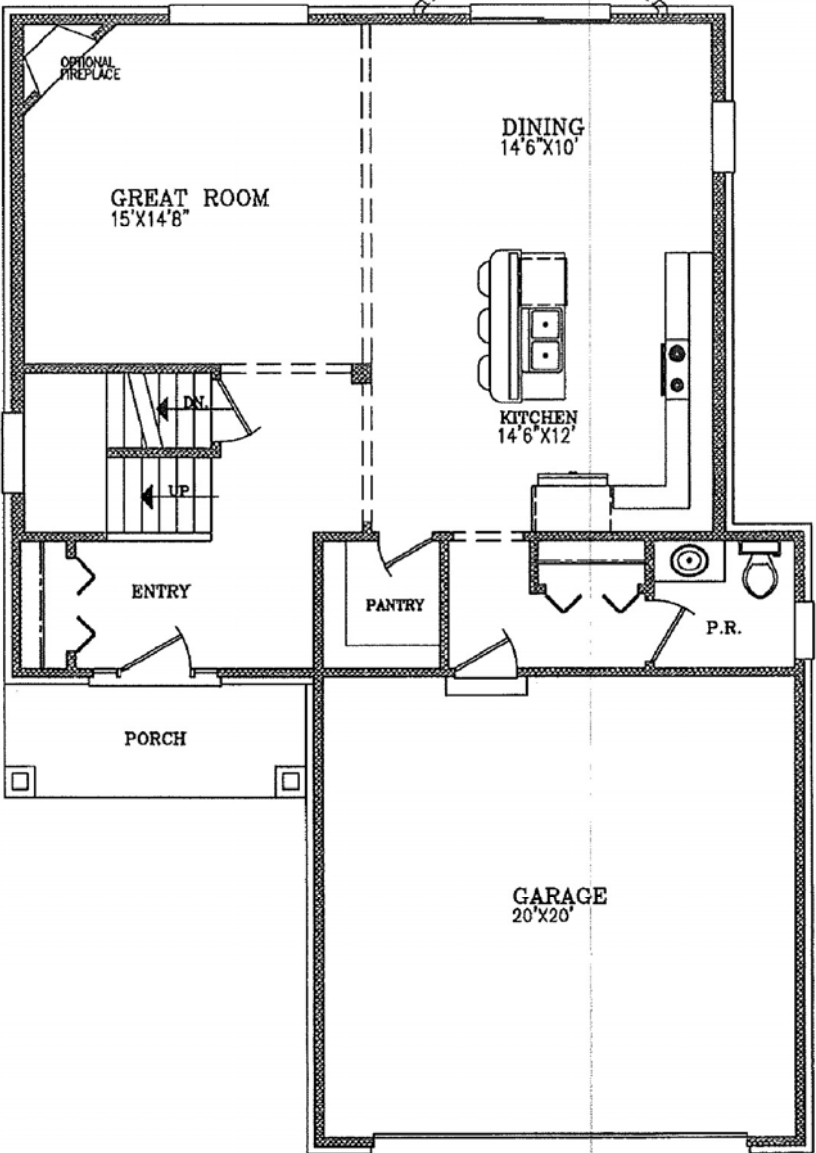
ELEVATION - B

HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

3 Bedroom Colonial  
1,907 Sq. Ft.



SECOND FLOOR PLAN



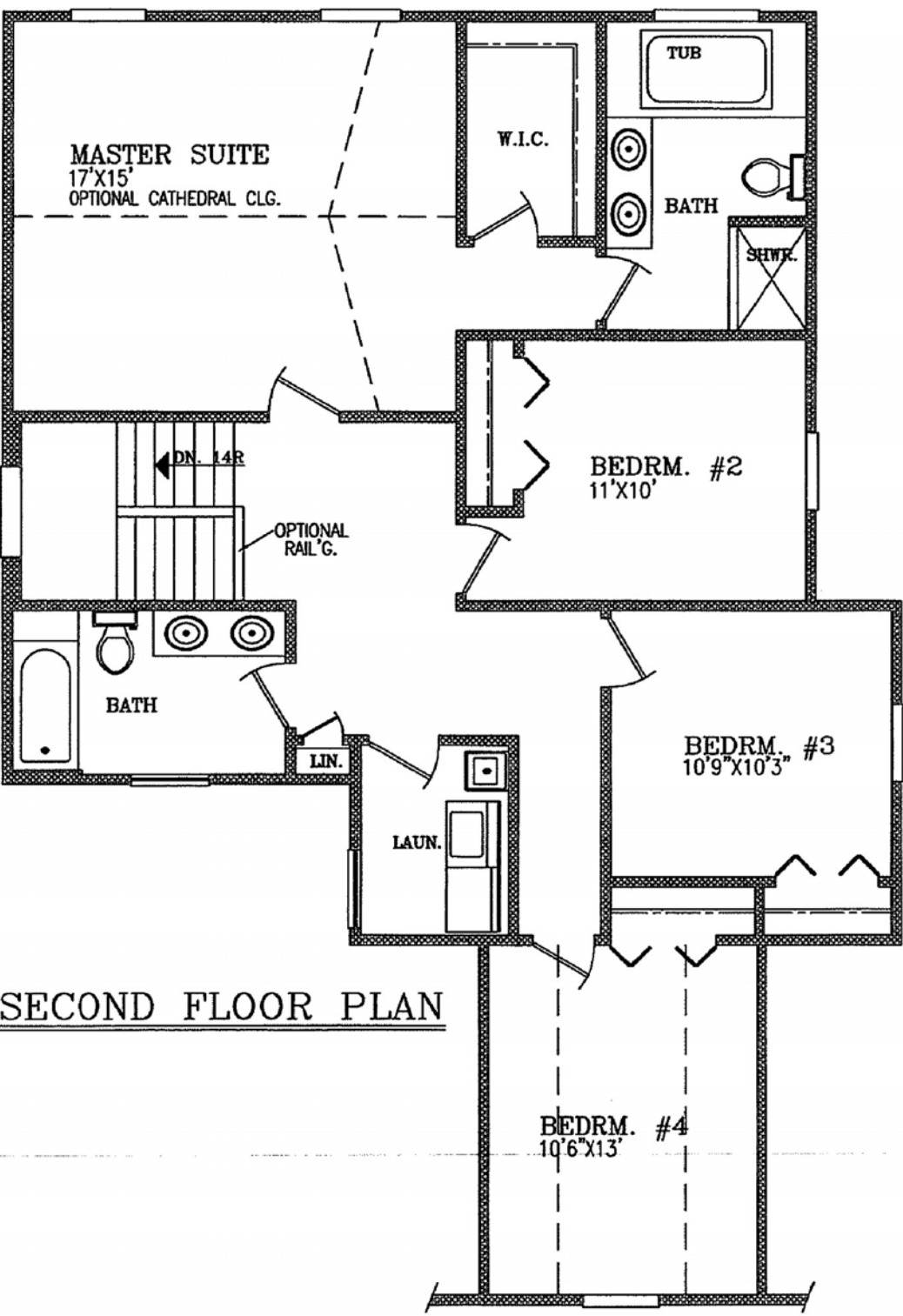
FIRST FLOOR PLAN



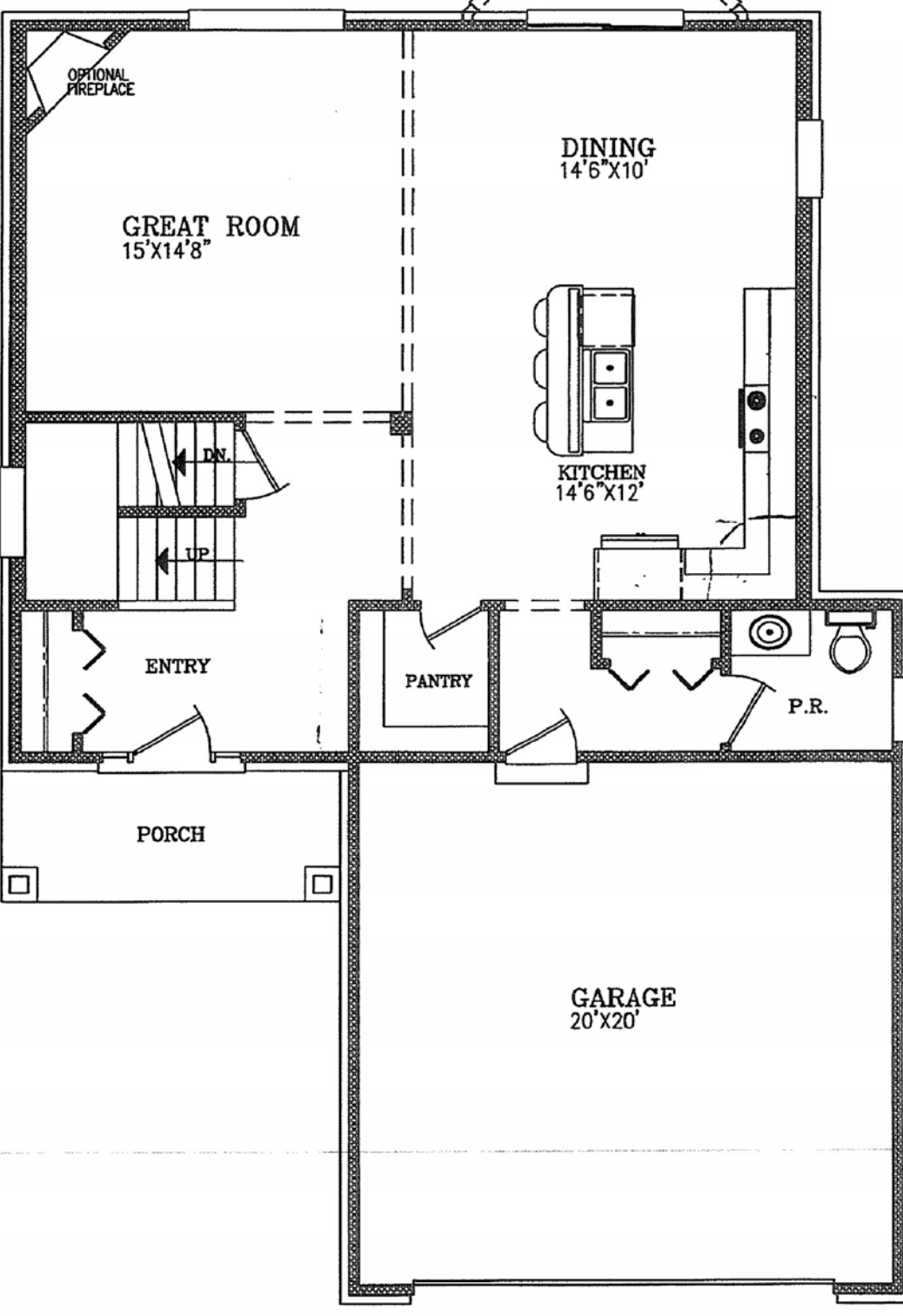
HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

HACKER ROAD DEVELOPMENT - 3 & 4 BEDROOM TWO-STORY

4 Bedroom Colonial  
2,100 Sq. Ft.



SECOND FLOOR PLAN



FIRST FLOOR PLAN



# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Robert M. West, Township Manager

**Subject:** 2023 Hartland Area Historical Society Contract

**Date:** May 30, 2023

## Recommended Action

Move to approve the 2023 Hartland Area Historical Society Contract for the maintenance and operations of the Florence B. Dearing Museum as presented.

## Discussion

Housed in what used to be Hartland's original town hall, the Florence B. Dearing Museum houses a large collection of historical and scientific items that tell the story of Hartland's past, its ecosystems, and its cultures. Historical displays include farm equipment, textiles, and household items from days past. The museum also houses the Hartland Area Historical Society and hosts walking tours of Hartland.

A revised plan for the Florence B. Dearing Museum has been developed after many challenging years through the COVID-19 Pandemic. Manager West is recommending the approval of the proposed contract to assist the Hartland Area Historical Society in the maintenance and operations of the Florence B. Dearing Museum. The Township Strategic Plan includes promoting the Township History, and partnering with the Historical Society provides the most advantageous direction for preserving the historic landmark within our community.

## Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

The contractual contribution of \$5,000 to the Hartland Area Historical Society has been allocated in the approved 2023-2024 Township Budget.

## Attachments

2023 Hartland Area Historical Society Contract

2023 Hartland Area Historical Society Operating Notes

**Memorandum of Agreement  
Between Hartland Township and the Hartland Area Historical Society 2023**

WHEREAS, the Hartland Area Historical Society, a Michigan not-for-profit organization, (the "Historical Society"), is the lawful owner of a historical Florence B. Dearing Museum located at 3503 Avon Street, Hartland, Michigan 48353 (the "Museum");

WHEREAS, Hartland Township (the "Township") desires to provide financial assistance for the repairs, maintenance, and operations of the Florence B. Dearing Museum and the Historical Society agrees to repair, maintain and operate the Museum subject to certain conditions as provided herein;

WHEREAS, the Township desires to provide financial assistance as described to the Hartland Area Historical Society pursuant to the terms herein.

NOW THEREFORE, for good and valuable consideration as provided herein, the parties agree to this Hartland Area Historical Society Agreement as of June 6, 2023, as follows:

- I. The term of this Agreement shall commence immediately and shall expire May 31, 2024. The parties agree to meet in April 2024 to discuss renewal of this Agreement.
- II. The Township shall pay Five Thousand and 00/100 Dollars (\$5,000.00) to the Historical Society by June 30, 2023, in consideration of the following services for the Museum to be provided by the Historical Society:
  - a. The Historical Society makes reasonable efforts to develop standard hours of public openings for the Museum.
  - b. The Historical Society will provide recreational and educational opportunities for the public as part of the standard Museum operations. At the conclusion of 2023, the Historical Society will provide the Township with a summary report of the attendance, list of activities, and other pertinent information to document for the Township proper use of the provided funding in the public interest.
  - c. The building interior and exterior shall be maintained in good condition, recognizing it is part of a historical facility within the Hartland Township community serving the public.
- III. Any and all news releases, websites, or other types of publicity pertaining to the activities of the Museum shall recognize the Township as a participating sponsor and represent the Township in a positive and favorable light.
- IV. The Historical Society agrees that it will indemnify, hold and save the Township and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims from any act, omission, negligence or misconduct on the part of Historical Society or any of its agents, servants, employees, contractors, guests or invitees resulting from its use of the Property.
- V. The Historical Society shall furnish a copy of a liability insurance policy together with a signed copy of this agreement and a copy of the proposed anticipated schedule to the Township. The Township will assist in the promotion of the scheduled public openings upon confirmation from the Historical Society.

**Memorandum of Agreement  
Between Hartland Township and the Hartland Area Historical Society 2023**

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Hartland Area Historical Society  
Tom Parshall

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Date

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Hartland Township Supervisor  
Printed Name: Bill Fountain

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Date



To the Hartland township board and manager

Bullet points for addressing the board

The Historical Society is the lawful owner of the Florence B. Dearing Museum located at 3503 Avon Street, Hartland, Michigan 48353 and has been since 1973 and have successfully operated the museum and cared for the museum and property for 40 years.

- The Historical Society recognizes the Townships desire to provide financial assistance for the repairs, maintenance, and operations of the Museum.
- The Historical Society will repair, maintain, and operate the Museum as always
- The Historical Society will develop standard hours of public openings for the Museum currently set for Wednesdays from 1 to 4 pm.
- The Historical Society will provide recreational and educational opportunities for the public as part of the Museum operations as we always have.
- The Historical Society will provide a summary report to the Township at the end of 2023, documenting the attendance, activities, and use of the funding.
- The building interior and exterior will be maintained in good condition as a historical facility serving the public.
- Any news releases or publicity regarding the Museum's activities will recognize the Township positively.
- The museum will always be available for secluded tours for groups or individuals.
- The Historical Society will provide a copy of liability insurance policy to the township.
- The Township will assist in promoting the scheduled public openings of the Museum.
- The Historical Society will continue to maintain a positive social media presence.



# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Michael Luce, Director of Public Works

**Subject:** Station 61 Driveway Replacement

**Date:** May 31, 2023

## Recommended Action

Move to approve the replacement of the driveway at station 61 in an amount not to exceed \$139,800.

## Discussion

Public Works was contacted by the Hartland Deerfield Fire authority about the dilapidated condition of their driveway and approach at the main fire station, station 61. After investigation there are some main slabs of the driveway that need replacement, some areas have chunks missing and undermining causing the slabs to have a “teetering” effect. Leaving the drive in its current state will cause further damage to the driveway and could potentially cause damage to a truck if the condition continues to worsen.

Three contractors were contacted to quote the project, two of them returned bids for the job. At this time the lowest bid received was \$129,800, Public Works is seeking a \$10,000 contingency for this project in the event that the subgrade below the concrete is in need of replacement or drainage improvements need to be made during the project. As with most concrete jobs, we will not know what the subgrade is like until the existing concrete is removed. There was the intent to replace the entire asphalt portion in the lot in the past but has since been put on hold for the study the fire department was conducting to determine the placement of a station or the possibility of an expansion at the current one.

Attached are the two quotes we received; both are reputable companies that have worked in the community for some time.

## Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

A budget amendment is not needed at this time. The FY24 budget already includes funds for the Station 61 driveway.

## Attachments

Hartland Twp Fire Station 61  
Station 61 Driveway



11765 Hibner Road • Hartland, MI 48353 • (810) 632-9292

Mike Luce DPW Director  
Hartland Fire Station 61  
[mluce@hartlandtwp.com](mailto:mluce@hartlandtwp.com)

517-294-0056  
Concrete Drive and Circle Replacement

5/25/23

**Proposed Services:**

Remove existing concrete approach and circle to east of building. Approximately 10" of concrete to be removed and recycled.

Install approximately 7290sqft of new 10" concrete 9bag mix reinforced with 4 gauge wire mesh. Saw cut after pouring. Pin with 3/8 rerod from pour sections. Replace curb section on south side where damage and repour. Run 6" pipe at drain into culvert when concrete is removed. Dress out sections of turf when complete with topsoil, seed, and blanket to restore.

Total: \$151381.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

The proposal may be withdrawn if not accepted within 30 days.

Payment to be made as follows: 50% to be paid prior to construction; the balance to be paid upon completion.

Signature of Acceptance: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



8211 Clyde Road, Fenton, MI 48430

Ph: 810-632-3020

[preiss@preisscompanies.com](mailto:preiss@preisscompanies.com) • [www.preisscompanies.com](http://www.preisscompanies.com)

## PROPOSAL

May 31, 2023

HARTTWP05312023

Hartland Township  
2655 Clark Road  
Hartland, MI 48353  
810-632-1037  
517-294-0056  
[mlyce@hartlandtw.com](mailto:mlyce@hartlandtw.com)

Mr. Mike Luce

Thank you for the opportunity to quote on the following services as requested:

Project: Concrete Work  
Project Location: Hartland Fire Station 61, 3205 Hartland Rd.

### Scope of Work

- Remove existing concrete pad from in front of 3 garage doors.
- Remove existing concrete from fire truck turn around area.
- Re-grade areas to prep for new concrete.
  - In the event that poor soil is found and has to be replaced, this is not included with the price as quoted and will be discussed with appropriate Hartland Twp staff for approval of replacement with additional cost.
- Replace removed concrete areas with 10" 9 Sack Concrete

**Total Cost: \$129,800.00**

### Please Note:

- ✓ **OUR SERVICES & MATERIALS ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OF ANY KIND OF WARRANTY WHATSOEVER.**
- ✓ Contractor always takes the highest responsibility & care in preventing any occurrence of damage to your property while accessing & around the project site. Contractor is not responsible for **any** damage that may occur.
- ✓ Contractor is not responsible for any future changes that may occur to the ground conditions of property and/or project site, such as but not limited to settling.
- ✓ Contractor is not responsible for **any** damage that may occur to your driveway.
- ✓ Contractor is not responsible for **any** damages that may occur to trees and/or roots that are in the project area.
- ✓ Contractor is not responsible for **any** damage/cutting of any private underground lines that have not been marked by MISS DIG or property owner. (i.e., sprinkler lines/heads etc.)
- ✓ Ground restoration is not included.
- ✓ Permits if required are not included & the responsibility of the property owner unless noted above.

In Appreciation  
Eric Preiss/Preiss Companies LLC

This Proposal is Valid for 30 Days

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Robert M. West, Township Manager

**Subject:** Citizen Survey Draft

**Date:** June 2, 2023

### **Recommended Action**

No formal action required at this time.

### **Discussion**

Manager West will review the proposed 2023 Citizen Survey with the Hartland Township Board for review.