AGENDA

REGULAR MEETING OF THE PLANNING COMMISSION

Monday, October 06, 2025

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

REQUIREMENTS FOR PUBLIC COMMENT:

Anyone that would like to make a public comment at any point during the meeting must first sign the "Sign In" sheet located near the main entrance door.

Prior to making any comment a member of the audience MUST first state your name and address for the record.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Approval of Agenda**
5. **Approval of Minutes**
   - **A.** Approval of September 2, 2025, Planning Commission Regular Meeting Minutes
6. **Public Comments on Non-Agenda Items Only**
7. **Public Hearing**
8. **Old Business**
   - **A.** Special Land Use Review:

     VLO.25.001 – Eastport Village Mixed Use Project
9. **New Business**
   - **A.** Site Plan Review:

VLO.25.001 – Eastport Village Mixed Use Project

B. Condominium Conversion Review:
VLO.25.004 – Snug Harbor Orion Multiple Family Project

10. Commissioners' Comments Regarding Planning and Zoning Matters

11. Next Regular Meeting - November 3, 2025

12. Adjournment

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Village, at least three (3) business days in advance of the meeting, if requesting accommodations. The Village of Lake Orion will provide foreign language or hearing impaired interpretation services for those individuals who contact the village to request such services at least seven (7) days prior to the meeting.

En el espíritu de la observancia de la Ley de Estadounidenses con Discapacidades, las personas con discapacidad debe sentirse libre para ponerse en contacto con el pueblo, por lo menos tres (3) días hábiles de antelación a la fecha de la reunión, si se solicitan alojamiento. El municipio de Lake Orion proporcionará idioma extranjero o personas con problemas de audición servicios de interpretación para las personas que se ponen en contacto con el pueblo de solicitar dichos servicios con no menos de siete (7) días antes de la reunión.

Village of Lake Orion
EST 1859

BOARD ACTION SUMMARY SHEET

MEETING DATE: October 6, 2025

TOPIC Approval of September 2, 2025, Planning Commission Regular Meeting Minutes

RECOMMENDED MOTION: To approve the September 2, 2025, Planning Commission Regular Meeting Minutes, as presented.

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION

Tuesday, September 02, 2025

6:30 PM

Village Hall – 21 East Church Street, Lake Orion, MI 48362

(248) 693-8391 ext. 102

1. Call to Order

The Tuesday, September 2, 2025 Regular Meeting of the Lake Orion Planning Commission was called to order by Vice Chairperson Sabol at 6:30 PM.

2. Pledge of Allegiance

3. Roll Call and Determination of Quorum

PRESENT
Vice Chairperson Edward Sabol
Secretary Hank Lorant
Commissioner Larry Dunn
Commissioner James Barry
Village Council President Teresa Rutt
Village Council Member Michael Lamb

ABSENT
Chairperson James Zsenyuk
Commissioner/Administrative Official Darwin McClary

STAFF PRESENT
Acting Village Manager/DPW Director Wes Sanchez
Planning and Zoning Coordinator Mario Ortega
Deputy Clerk/Treasurer Lynsey Blough
DDA Executive Director Matthew Gibb

4. Approval of Agenda

MOTION made by Village Council President Rutt, Seconded by Village Council Member Lamb, to approve the agenda for September 2, 2025, Planning Commission Regular Meeting, as presented.

VOTING YEA: Sabol, Lorant, Dunn, Barry, Rutt, Lamb
VOTING NAY: None
ABSENT: Zsenyuk, McClary
MOTION: Carried

5. Approval of Minutes

A. Approval of August 4, 2025, Planning Commission Regular Meeting Minutes

MOTION made by Secretary Lorant, Seconded by Village Council President Rutt, to approve the August 4, 2025 Planning Commission Regular Meeting Minutes, as presented.
VOTING YEA: Sabol, Lorant, Dunn, Barry, Rutt, Lamb
VOTING NAY: None
ABSENT: Zsenyuk, McClary
MOTION: Carried

6. Public Comments on Non-Agenda Items Only

None.

7. Public Hearing

None.

8. Old Business

None.

9. New Business

A. Land Division Discussion: VLO-25-002 658, 664, 670 Victoria Island Land Division and Combination Review

The property owner of three lots on Victoria Island proposed to split the middle lot, which does not contain a single-family residential structure, and combine one portion with the lot to the north and the remainder with the lot to the south. The existing lot to the south, located at 670 Victoria Island, is currently legally nonconforming. The proposed combination would bring this lot into conformity with both lot width and lot area requirements. The existing lot to the north, located at 658 Victoria Island, conforms with lot width requirements but is legally nonconforming due to a smaller lot area. The proposed combination would reduce this nonconformity.

Planning and Zoning Coordinator Ortega presented the review and answered questions from Council Member Lamb regarding conformity.

MOTION made by Village Council Member Lamb, Seconded by Secretary Lorant, to recommend approval of the proposed lot division and combination to Village Council, contingent upon review and approval of the surveying and lot split by the Village Engineer.

VOTING YEA: Sabol, Lorant, Dunn, Barry, Rutt, Lamb
VOTING NAY: None
ABSENT: Zsenyuk, McClary
MOTION: Carried

B. Site Plan Review: VLO.25.003 – 315 N Lapeer West Village Townhomes

West Village Owner, LLC is proposing to demolish the school administration building at 315 N. Lapeer Street and construct two townhome-style multi-family structures. A total of 15 units would be located on the 1.63-acre site. The property was recently rezoned to the RM Multiple Family Residential District. Based on the proposed use and density, the project can be reviewed and approved under the standard multiple family residential development requirements. While it may appear connected to the PUD project on the property to the north, this proposal is not associated with that redevelopment. This review is being conducted with the understanding that the site can function independently as a standard 15-unit multi-family townhouse project.

Planning and Zoning Coordinator Ortega provided a summary of compliance with ordinance standards and McKenna's recommendation with contingencies.

Council Member Lamb inquired about density conformity, invasive species such as phragmites, parking requirements, and the PUD agreement, to which Planning and Zoning Coordinator Ortega responded.

Kyle Westberg of West Village Owner, LLC began by stating that the school administration is scheduled to move out around Christmas time, with demolition and site work expected to begin in January. He then requested clarification on items including natural features and landscaping, building design, and architecture, and expressed concerns regarding pending items requiring Village Engineer approval. He noted that the project cannot move forward until the Village Engineer provides approval, but he remained optimistic about the project's completion.

Stan Ford stated that he would be pleased to see the additional resident parking on Church Street.

MOTION made by Village Council President Rutt, Seconded by Secretary Lorant, to recommend site plan approval, contingent upon submission of a photometric plan that includes fixture heights and complies with permitted lighting standards, and upon approval of the revised plans by the Fire Marshal and Village Engineer.

VOTING YEA: Sabol, Lorant, Dunn, Barry, Rutt, Lamb
VOTING NAY: None
ABSENT: Zsenyuk, McClary
MOTION: Carried

C. PUD Discussion: VLO.25.00X – 215 S Broadway Lumberyard Project Pre-Application Review

DDA Executive Director Gibb provided a conceptual update on the Lake Orion Lumberyard Redevelopment Project at 215 S. Broadway. Work to date includes demolition, structural repairs, roof replacement, and site surveys. The historic coal and office building will be preserved, and the conceptual plan includes two retail sites, a boutique hotel, a bike shop, a trailhead with public restrooms, and a repurposed barn for a weekend market. No residential development is planned.

The DDA intends to pursue a Planned Unit Development (PUD) and is seeking preliminary feedback from the Planning Commission before formally submitting an application, expected in October or November.

Council Member Lamb stated that he was concerned about the project's financial feasibility, questioning whether it could sustain itself without additional public funding. He raised issues about stormwater detention, environmental site assessments, and the creation of a subsidiary entity to manage the site, emphasizing the need for concrete, tenant-ready proposals.

DDA Executive Director Matthew Gibb responded that the project will be structured to limit the village's financial exposure, with a nonprofit subsidiary responsible for management and revenue. He explained the funding strategy, including remaining bond funds, grant opportunities, and convertible lease agreements, and reiterated the project's intent to provide public space, parking, and commercial opportunities while addressing environmental and structural concerns.

President Rutt highlighted the community benefits of the project, including retail, boutique hotel, trailhead, and public market space. She emphasized that the Planning Commission's role is not to police finances and expressed support for pursuing the PUD process based on the Village Planner's recommendation.

Secretary Lorant noted excitement for the project, comparing it favorably to a similar project in Fenton, and encouraged continued progress.

Tim Marriott, resident and Lake Orion Bike Shop owner expressed enthusiasm for the project and support from local customers, highlighting its potential impact on the community.

Sam Caruso, Caruso Chiropractic and DDA Board Member, shared support for the project, particularly the boutique hotel and trail connections, emphasizing community interest and long-term benefits.

Stan Ford, resident and Council Member, voiced support for the DDA's expertise in managing the project and the community value it provides, highlighting public enthusiasm.

Vice Chairperson Sabol emphasized the positive ideas and community benefits, including green space and gathering areas, and expressed support for the concept.

10. Commissioners' Comments Regarding Planning and Zoning Matters

Commissioner Barry had no comment.

Secretary Lorant had no comment.

Commissioner Dunn had no comment.

President Rutt noted that the Eastport development, which recently received preliminary PUD approval from the Township, will likely come before the Village next month with some modifications, including added public benefits and preservation of mature trees. She also emphasized the importance of commissioners treating residents and presenters with respect, urging professional and courteous communication during meetings.

Council Member Lamb shared concerns about the Constellation Bay project, suggesting the old building on M24 might be better demolished with funds redirected to other community projects, such as the Lumber Yard or Steeple Project. He stated he plans to discuss this with Village Manager McClary and the Moceri company. He also emphasized that he treats DDA Executive Director Gibb with respect despite disagreements and clarified that his intent is not to oppose the DDA project but to ensure proper management and fiscal responsibility.

11. Next Regular Meeting - October 6, 2025

12. Adjournment

MOTION made by Secretary Lorant, Seconded by Village Council Member Lamb, to adjourn the September 2, 2025 Planning Commission Regular Meeting.

VOTING YEA: Sabol, Lorant, Dunn, Barry, Rutt, Lamb
VOTING NAY: None
ABSENT: Zsenyuk, McClary
MOTION: Carried

The September 2, 2025 Planning Commission Regular Meeting adjourned at 7:55PM.

_____
Henry Lorant
Secretary

_____
Lynsey Blough, CMC
Deputy Clerk/Treasurer

_____
Sonja Stout
Clerk/Treasurer

Date approved: as presented on October 6, 2025

Village of Lake Orion
EST 1859

COMMISSION ACTION SUMMARY SHEET

MEETING DATE: October 6, 2025

TOPIC: Special Land Use Review:
VLO.25.001 – Eastport Village Mixed Use Project

BACKGROUND BRIEF: The applicant, Moceri Lake Orion, LLC, is proposing an interjurisdictional, multi-use development on 11.68 acres of land – a site currently occupied by Jacobsen's Flowers. Of that total acreage, only 2.32 acres are located within the Village, which is currently vacant and zoned for MU, Mixed Use with a Height Overlay closer to M-24. The remaining portion of the site (9.36 acres) is located within Orion Township. As such, the project will be reviewed under each jurisdiction's Zoning Ordinance's for those uses and structures within their respective portions of the site. An intergovernmental agreement is being drafted to delegate the administration, review, and maintenance of shared infrastructure on the site, including utilities, public services, stormwater management, grading and paving.

The Village portion of the site is proposed to contain eight (8) single-family, detached dwelling units, which are considered a Special Land Use (SLU) in the MU District. A portion of a parking lot serving a proposed retail use within the Township site is also shown within the Village. To achieve the desired development proposed within the Township, the applicant has applied for Planned Unit Development (PUD) Concept review under the Township's ordinances. The entire development is proposed to contain 48 single-family detached dwellings, 11 townhouse dwellings, and an 8,400 sq ft. retail building.

Before the Planning Commission tonight is the review of the special land use standards for the proposed detached residential dwellings located within the Village.

SUMMARY OF PREVIOUS COMMISSION ACTION: On June 18, 2025, a special meeting and joint public hearing was held with the Orion Township Planning Commission. This meeting fulfilled the Village Zoning Ordinance and state law requirement to hold a public hearing when considering a proposed special land use.

FINANCIAL IMPACT: None.

RECOMMENDED MOTION: It is recommended that any special land use approval granted by the Planning Commission be contingent upon the following:

A. The developer implementing all necessary traffic mitigation measures cited in the traffic impact study to ensure the traffic level of service (LOS) does not decrease from the current LOS as a result of the project.
B. The project receiving site plan approval.

MCKENNA

September 30, 2025

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: **VLO-25-001 Eastport Village Mixed Use Development – Special Land Use Review #1** *(Site Plan Dated July 3, 2025)*

Location: **545 S. Broadway St.** *(East side of S. Broadway St, north of Glanworth Ave.)*
Village of Lake Orion Lots: *Parcel #09-11-278-034 and 09-12-152-001*
Orion Township Lots: *Parcels #09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 and 09-11-427-007*

Zoning: **MU – Mixed Use**

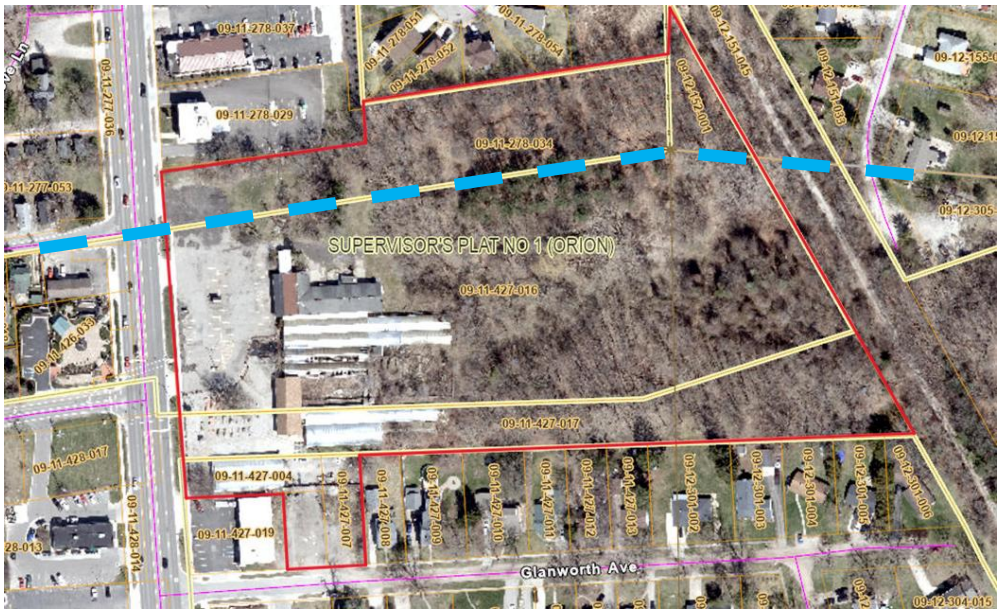
Dear Commissioners:

At the Village's request, we have reviewed the above-referenced special land use application. The applicant is Moceri Lake Orion, LLC. on behalf of the current property owner Jacobsen-Orion Properties, LLC.

EXISTING AND PROPOSED DEVELOPMENT

The site is approximately 11.68 acres in area and is a partially developed site with an undeveloped area currently occupied by woodlands and vegetation. The property spans across multiple parcels, as well as both the Village of Lake Orion and Orion Township. The property line of the subject site is outlined in a red line on the aerial photo included below. The separation of the two municipalities is shown with the blue line on the photo. Majority of the proposed development is located in the Township, with just the northern portion being located in the Village. The site, within the Village, is zoned MU - Mixed Use.

The applicant is proposing to develop a mixed-use PUD consisting of one retail building and 55 residential units, 48 of which are single-family detached units, and seven live/work attached units.



SPECIAL LAND USE REQUIRED

Section 9.02.B.6 allows single family detached dwelling units to be located in the Mixed-Use district after special land use review and approval. Our special land use review comments follow.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

The proposed use will also require site plan approval, and our site plan comments are discussed in a separate letter.

SPECIAL LAND USE REVIEW COMMENTS

We have reviewed the application in accordance with the Lake Orion Zoning Ordinance standards and sound planning and zoning principles to provide helpful and constructive feedback on the use's compliance with required standards. Sec. 19.03(G) outlines the standards the Planning Commission must consider when determining if a site may be granted special land use approval. We offer the following comments for your consideration.

1. **Protection of the Public Health, Safety, and General Welfare.** *The establishment or maintenance of the special approval use shall not be detrimental to the public health, safety, or general welfare.*
   The proposed mix of uses include commercial retailers and residential dwellings. The vast majority of existing uses in the area are commercial retailers and residential dwellings. The proposed uses will have the same characteristics as the existing uses and therefore would not introduce any new land use characteristics that existing uses are not already accustomed too. We do not anticipate the proposed development to be detrimental to the public in any way.

2. **Compatibility With Surrounding Uses.** *The special land use shall be located, designed, maintained and operated to be compatible with the existing or intended character of the zoning district in which it is located and with adjacent districts. In determining whether this requirement has been met, consideration shall be given to:*

   a. *The location and screening of vehicular circulation and parking areas in relation to surrounding development.*
      The proposed site parking is provided with a route circulation diagram for large trucks. The layout of the site seems to be efficient for circulation and for cohesion with surrounding development uses.

   b. *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development.*
      There are no proposed outdoor storage, work areas, or mechanical equipment. The proposed open space and community amenity area is located within the jurisdiction of Orion Township.

   c. *The hours of operation of the proposed use. Approval of a special land use may be conditioned upon operation within specified hours considered appropriate to ensure minimal impact on surrounding uses.*
      While the applicant has not provided hours of operation for the commercial portion of the site, the majority of the property that is located within the Village are residences, which do not have operational hours and have minimal impact. The proposed commercial property is to be a retail or food business which should assume proper business hours and operate with limited impact to the surrounding uses.

   d. *The bulk, placement, and materials of construction of the proposed use in relation to surrounding uses. Any proposed building shall be compatible with the predominant type of building in the particular district in terms of size, character, location, or proposed use.*

The construction should be completed with compatibility to the surrounding uses. The proposed commercial building is outside of the Village boundaries. The residential architecture and elevations have not been provided but mostly abut other single family residential lots.

e. *Proposed landscaping and other site amenities. Additional landscaping over and above the requirements of this Ordinance may be required as a condition of approval of a special land use.*
The proposed landscaping on the site meets the requirements of the Zoning Ordinance.

3. **Detrimental Effects.** *The proposed special land use shall not involve any activities, processes, materials, equipment or conditions of operation, and shall not be located or designed so as to be detrimental or hazardous to persons or property or the public health, safety and welfare. In determining whether this requirement has been met, consideration shall be given to the level of traffic, noise, vibration, smoke, fumes, odors, dust, glare, and light generated by the proposed use.*

   As noted in paragraph 1 above, the proposed uses include commercial retailers and residences, which are the same as the existing uses. There will not be any introduction of land use activities that will generate noise, vibration, smoke, odor or other potentially detrimental characteristics. We do not anticipate the proposed special land use to be located or designed as to have detrimental or hazardous impacts to persons or property, due to the proposed uses on the property.

4. **Impact on Traffic.** *The location of the proposed special land use within the zoning district shall minimize the impact of the traffic generated by the proposed use. In determining whether this requirement has been met, consideration shall be given to the following:*
   a. *Proximity and access to major thoroughfares and other public streets.*
   b. *Estimated traffic generated by the proposed use.*
   c. *Proximity and relation to intersections.*
   d. *Adequacy of driver sight distances.*
   e. *Location of and access to off-street parking.*
   f. *Required vehicular turning movements.*
   g. *Provisions for pedestrian traffic.*

   The applicant has provided a traffic impact study dated April 2025. The study concludes that the intersections in the area currently operate at a Level of Service (LOS) D or better. Based on projected traffic volumes the LOS will remain the same except for eastbound Odanah Ave traffic attempting to make left turns onto S. Broadway St. The traffic impact study proposes mitigation measures including lane reconfigurations and traffic signal modernization to minimize the development's overall impact. ***We recommend any special land use approval granted by the Planning Commission be contingent upon the developer implementing all necessary traffic mitigation measures to ensure the LOS does not decrease from the current LOS.***

5. **Adequacy of Public Services.** *The proposed special land use shall be located so as to be adequately served by essential public services and facilities such as highways, streets, police and fire protection, drainage systems, water and sewage facilities, and schools, unless the proposal contains an acceptable plan for providing necessary services or evidence that such services will be available by the time the special approval use is established.*
   The site should adequately be serviced by public services. The Plans includes a utility plan detailing the proposed and existing site utility access, which is mainly outside of the boundaries of the Village.

6. **Protection of Site Characteristics.** *The special land use shall preserve and incorporate the site's important architectural, natural, and scenic features in the development design.*
   The site is currently occupied by a parking lot and wooded areas. Based on the tree survey provided by the applicant, the majority of the existing trees on the property in the Village is occupied by Box Elder, Norway Maples and other species which the Michigan Department of Natural Resources (MDNR) have found to be subject to known diseases or infestations or designates as invasive. The site does not appear to have important architectural or natural features which should be preserved. The proposed development would help to improve the overall image of the area, particularly from the view of the road.

7. **Compatibility with the Natural Environment.** *The proposed special land use shall be compatible with the natural environment and conserve natural resources and energy, and cause minimal adverse environmental impacts.*
   As noted above, the portion of the site within the Village is occupied by tree species the MDNR has determined are subject to diseases or invasive. The proposed uses will not generate characteristics that would be detrimental to the natural environment. The proposed special land use is compatible with the natural environment.

8. **Compatibility with the Master Plan and Intent of the Zoning Ordinance.** *The proposed special land use shall be consistent with the general principles and objectives of the Village's Master Plan and shall promote the intent and purpose of this Ordinance and the use district in which the proposed use is located.*
   The proposed development is mostly compatible with the Zoning Ordinance. Our comments can be found in the separate Site Plan Review letter regarding this application. The 2002-2022 Master Plan's Future Land Use Map identifies this area as Office where the parking lot is and Village Single Family where the residential use is.

RECOMMENDATION

The site is in compliance with the majority of the special land use standards, however, one issue must be addressed. If the Planning Commission determines the site warrants special land use approval, we recommend any approval be granted with the following conditions:

A. The developer implementing all necessary traffic mitigation measures cited in the traffic impact study to ensure the LOS does not decrease from the current LOS as a result of the project.
B. The project receiving site plan approval.

We look forward to reviewing these findings and recommendations with you. Please feel free to contact us with any questions.

Respectfully submitted,

McKENNA

Mario A. Ortega, AICP
Senior Principal Planner

Sommer Nafal, NCI
Assistant Planner

ANDERSON, ECKSTEIN & WESTRICK, INC
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

TRAFFIC IMPACT STUDY

TO: Dominic F. Moceri
Moceri Companies
3005 University Drive
Auburn Hills, MI 48326

FROM: Mohammad Lutfi, P.E., PTOE

DATE: April 2025

SUBJECT: **Eastport Village Development**
Orion Township, Oakland County
Traffic Impact Study (TIS)
AEW Project No. 0361-0091

This memorandum presents the result of the Traffic Impact Study (TIS) for the proposed development in Orion Township, Michigan. The project includes a mix of single-family detached homes, townhomes, and retail space. The site is located on the east side of S. Broadway Street (M-24), between Glanworth Street and Heights Road. The study area and analyzed intersections are illustrated in **Figure 1** and **Figure 2**, respectively, below.

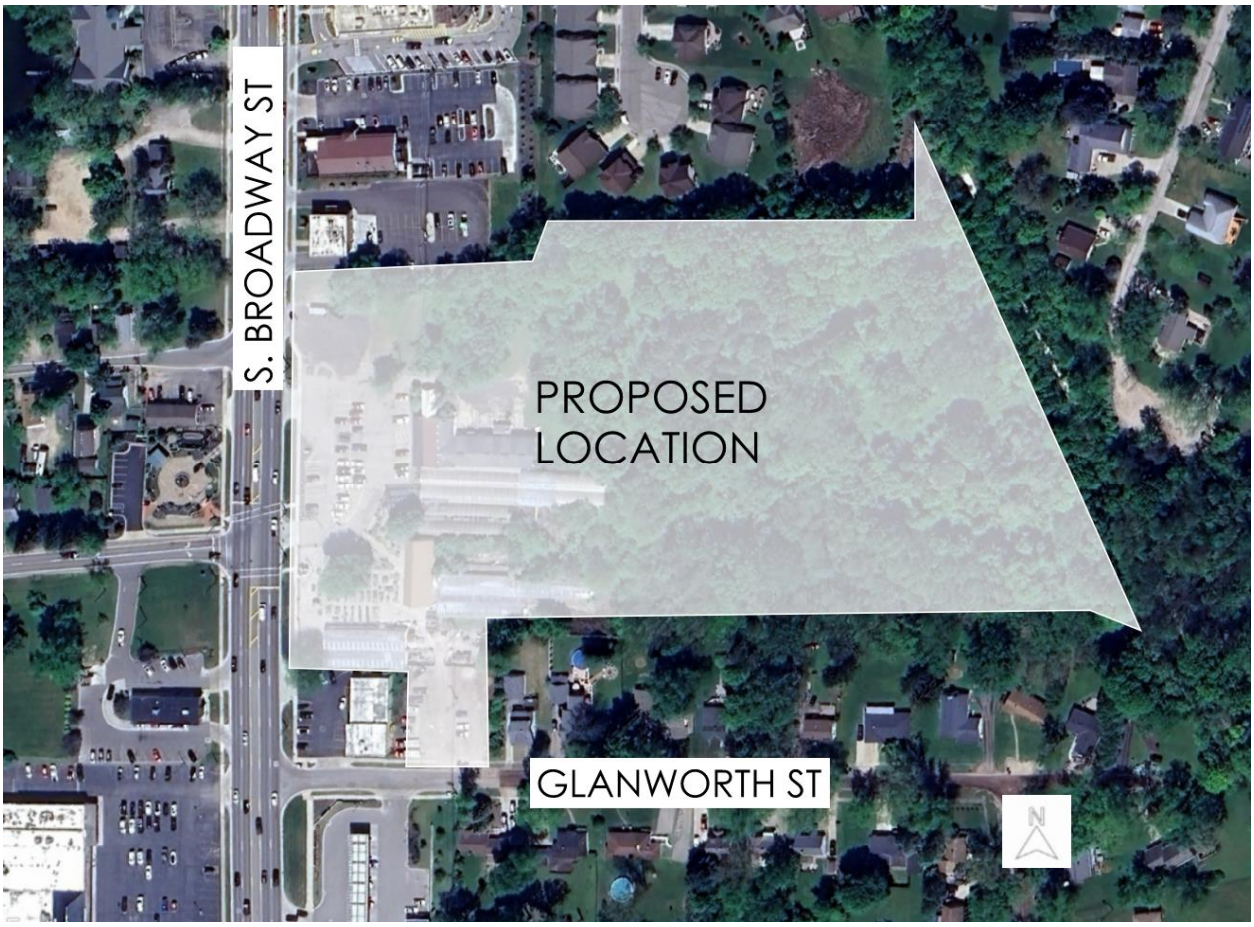


Figure 1 – Study Site

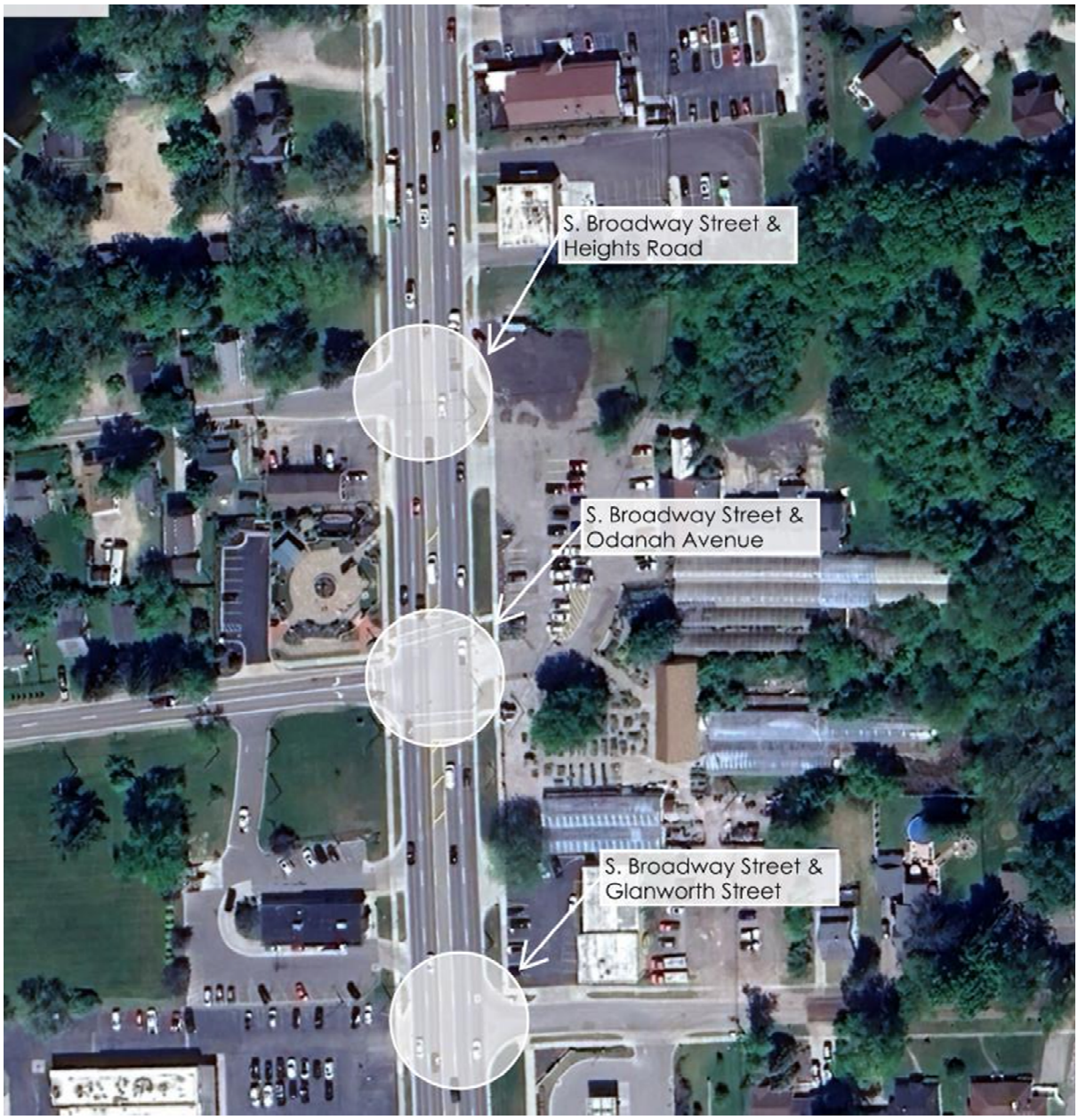


Figure 2 – Study Intersections

AEW understands that the purpose of this study is to provide a Traffic Impact Study (TIS) as requested by MDOT to determine the impact of the trips generated by the development on the adjacent roadway. The Eastport Village Development is a mixed-use project that encompasses an 8,400 square-foot strip retail plaza, alongside 48 single-family detached homes and 11 townhomes. The development is designed to offer both

commercial and residential spaces, with the retail plaza serving as a hub for various businesses, such as shops or dining establishments. The residential component includes single-family homes for those seeking more traditional, standalone properties, while the townhomes provide an option for those desiring a more compact, attached living arrangement.

To facilitate access to the development, the proposed plan includes two full-access driveways, one along S. Broadway Street (M-24), a major thoroughfare, and another along Glanworth Street, offering a quieter, alternative entry point. This thoughtful layout aims to enhance convenience and mobility for both residents and visitors. The preliminary site plan is show in **Figure 3**.

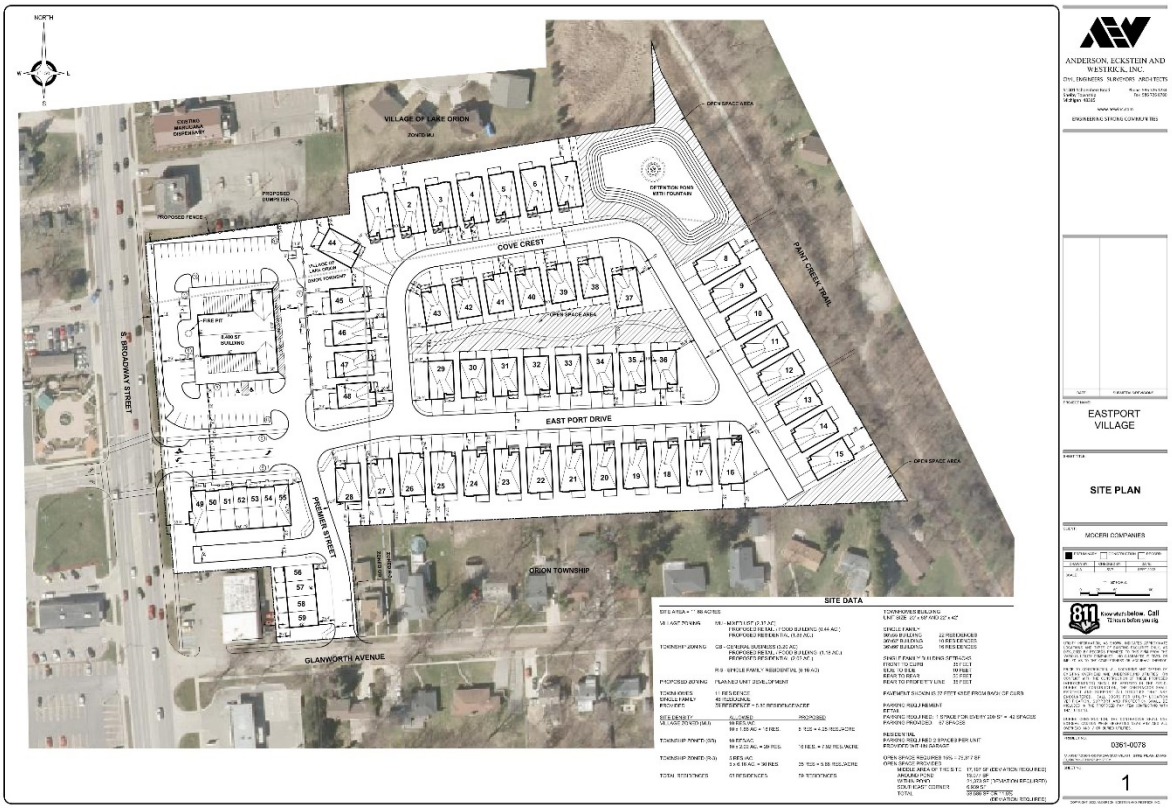


Figure 3 – Preliminary Site Plan

The scope of the study was developed based on Anderson, Eckstein & Westrick, Inc.'s (AEW) knowledge of the study area, accepted traffic engineering practice, and methodologies published by the Institute of Transportation Engineers (ITE). Additionally,

AEW followed the Michigan Department of Transportation (MDOT) Geometric Design Guide for conducting a Traffic Impact Study.

The purpose of this study is to identify the potential traffic related impacts, if any, of the proposed development on the adjacent road network, including evaluating traffic operations at the proposed site driveways. Also, the study includes quantifying the existing traffic flow and identifying potential improvements to mitigate future traffic impacts, if any, due to the traffic generated by the new development.

Roadway Characteristics

Table 1- Roadway Characteristics present the functional classification, controlling jurisdiction, average daily traffic (ADT), posted speed and lane description for each of the study area roadways.

Table 1 – Roadway Characteristics

Road	Functional Classification	Controlling Jurisdiction	ADT	Posted Speed	Lane Description
S. Broadway Steet (M-24)	Other Principal Arterial	MDOT	41,992	35 MPH	4-lane roadway w/TWCL
Odanah Avenue	Major Collector	RCOC	3,839	35 MPH	1-way roadway
Heights Road	Major Collector	RCOC	3,202	35 MPH	1-way roadway

(Traffic Sources: 2023 MDOT Traffic Volumes Map and SEMCOG National Functional Classification Map)

Non-roadway Characteristics

There are currently existing sidewalks on S. Broadway (M-24). There are currently no public transit services within the study area along S. Broadway (M-24). The intersection of S. Broadway (M-24) and Odanah Avenue include pedestrian signals with push buttons and crosswalk.

Existing Traffic Conditions

Traffic counts were collected on Thursday, January 30th, 2025, for Odanah Avenue & S. Broadway Street and for Glanworth Street & S Broadway Street. Traffic count data was used from a prior count for the intersection of S Broadway & Heights Road. The data collected was utilized to conduct the traffic impact study analysis. The collected data can be found in **Appendix A**. 2025 Existing AM & PM Peak Hour Traffic Volumes are presented in **Figure 4** and Roadway Network Lane Configuration and Traffic Control is provided in **Figure 5**.

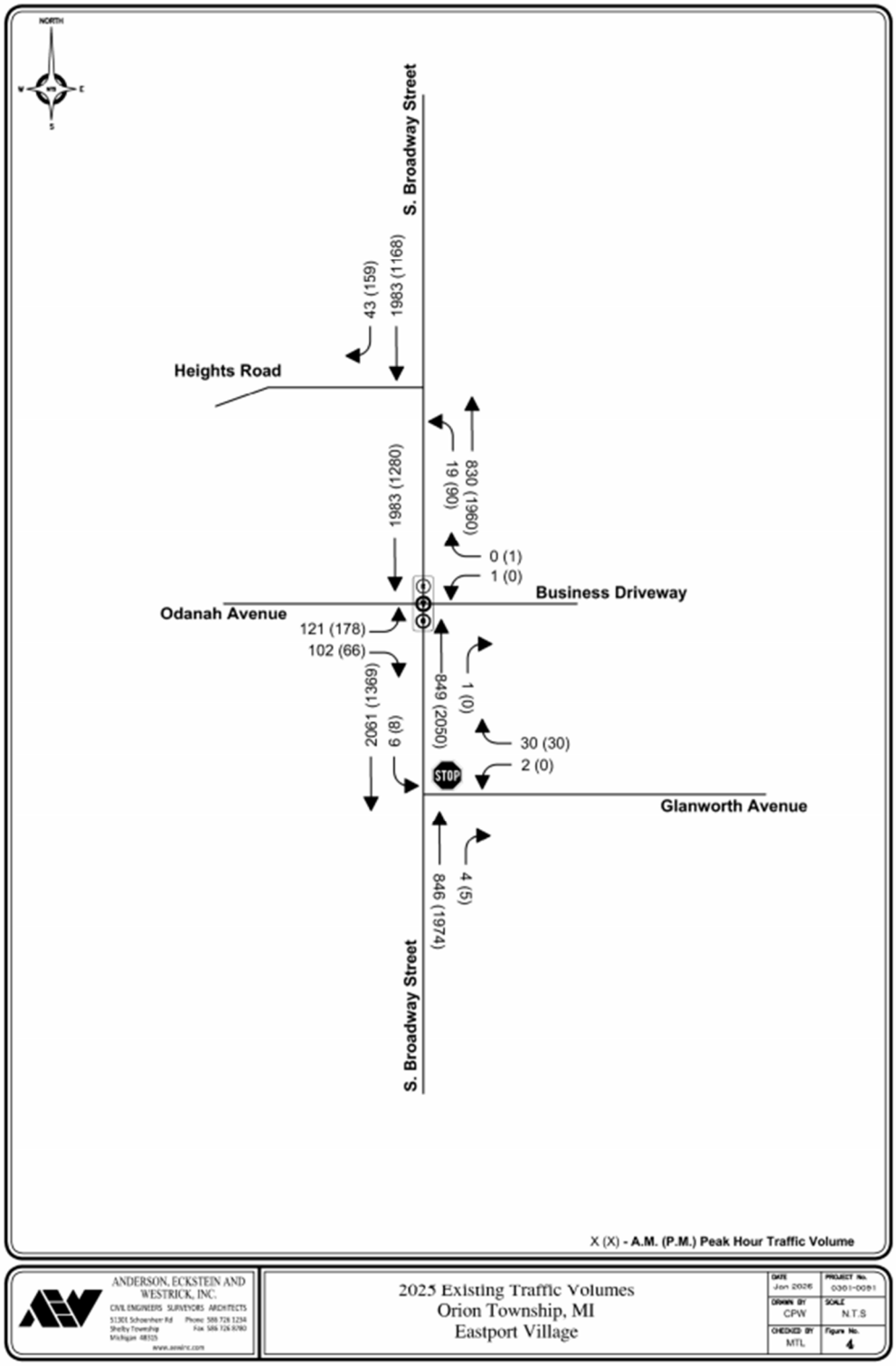


Figure 4 – 2025 Existing Peak Hour Volumes

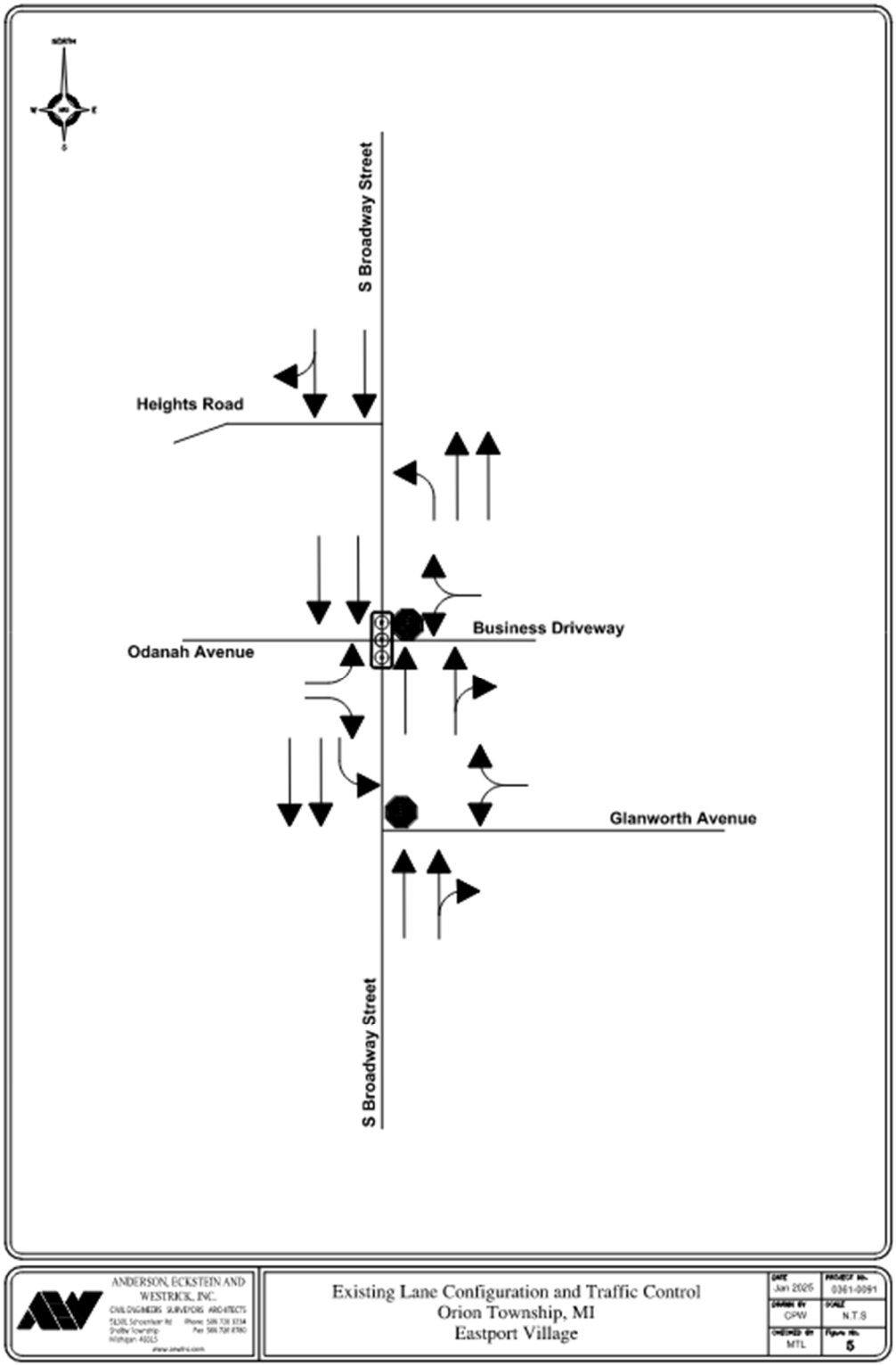


Figure 5 – Existing Lane Configuration & Traffic Control

Traffic Operations Analysis Methodology

Trafficware's Synchro 12 was used to perform intersection capacity analysis and assign Levels of Service (LOS) for the study intersections and lane group movements based on the Highway Capacity Manual, 7th Edition (HCM6) methodologies. LOS is a letter grade that describes traffic operations based on the amount of delay experienced by vehicles at an intersection, along an intersection approach (e.g., eastbound, westbound), or in a specific lane group (e.g., eastbound right turn, eastbound through-left). LOS can range from A-F with A representing the conditions in which vehicles experience the least amount of delay, and F representing the conditions in which vehicles experience the most delay. The LOS D is typically used as a threshold for "acceptable" operations and is sometimes described as being "near capacity". The LOS E is often described as operations "at capacity", while LOS F describes conditions "over capacity". Additionally, LOS for the stop-controlled intersections was reported by approach. **Table 2** provides information regarding the delay thresholds for LOS.

Table 2 – Level of Service Definitions and Criteria

Level-of-Service (LOS)	Signalized Intersections Delay (seconds)	Un-Signalized Intersections Delay (seconds)
A	< 10.0	< 10.0
B	10.1 – 20.0	10.1 – 15.0
C	20.1 – 35.0	15.1 – 25.0
D	35.1 – 55.0	25.1 – 35.0
E	55.1 – 80.0	35.1 – 50.0
F	> 80.0	> 50.0

Existing Level of Service

The collected peak hour intersection volumes, approach peak hour factors (PHF), truck percentages, and lane utilization factors were used for the Existing Condition analysis. The LOS analysis by intersection for the existing conditions is shown in **Table 3**. The existing conditions summary reports are provided in **Appendix B**.

Table 3 – 2025 Existing Condition LOS Intersection Analysis

Intersection & Control	Approach	Lane Group	2025 Existing (LOS)	
			AM-Peak LOS/Delay (s)	PM Peak LOS/Delay (s)
S. Broadway St & Odanah Ave Signalized	Northbound	2-Thru/Right	A/6.2	B/12.9
	Southbound	Thru	B/12.4	A/7.9
	Eastbound	Left	D/46.8	D/54.1
		Right	D/45.4	D/44.8
	Westbound	Left	D/40.6	D/40.6
		Right	A/0.0	A/0.0
	Intersection Overall		**B/13.2**	**B/13.9**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	A/0.0	A/0.0
		Thru	Free flow	Free flow
	Southbound	2-Thru/Right	Free flow	Free flow
	Intersection Overall		**Free flow**	**Free flow**
S. Broadway St & Glanworth St Unsignalized	Northbound	2-Thru/Right	Free flow	Free flow
	Southbound	Left	A/9.9	C/18.4
		Thru	Free flow	Free flow
	Westbound	Left/Right	B/13.0	C/23.6
	Intersection Overall		**B/11.5**	**C/21.0**

The results of the existing condition analysis indicate that the study intersections overall and intersection movement levels of service currently operate at a LOS D or better.

Background Level of Service

To accurately evaluate the impact of the proposed development on the existing transportation network, current traffic volumes were projected to the anticipated opening year of 2030. This projection ensures that the traffic analysis reflects conditions at the time the development becomes operational.

The Southeast Michigan Council of Governments (SEMCOG) growth projections for the study area were utilized to determine an appropriate annual growth rate. Based on these projections, a compounded annual growth rate of 2.3% (growth factor of 1.023) was applied to the existing traffic volumes to estimate future baseline conditions.

In addition to natural growth, it is essential to consider background traffic generated by other planned or approved developments in the vicinity that are expected to be completed by 2030 or earlier. These developments contribute to the overall traffic network demand and must be included to ensure an accurate and comprehensive analysis.

Table 5 summarizes the expected trip generation from these background developments based on their respective traffic impact studies. These trips were incorporated into the projected traffic volumes and used to define the No-Build scenario. This scenario reflects future traffic conditions without-the 2030 Background Peak Hour Volumes including SEMCOG's growth rate and the trips from other developments are provided in **Figure 6**.

Table 5 – Trips from Other Developments

Development Name	Land Use Code	Independent Variable	AM Peak Hour			PM Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Mystic Cove	Multifamily Housing (Low Rise) - 220	44 Units	4	14	18	14	8	22
Broadway Center Provision	Marijuana Dispensary - 822	4,435 SF	24	23	47	42	42	84
Constellation Orion	Multifamily Housing (Low Rise) - 220	101 Units	5	16	21	17	10	27
		Total Generated Trips	**33**	**53**	**86**	**73**	**60**	**133**

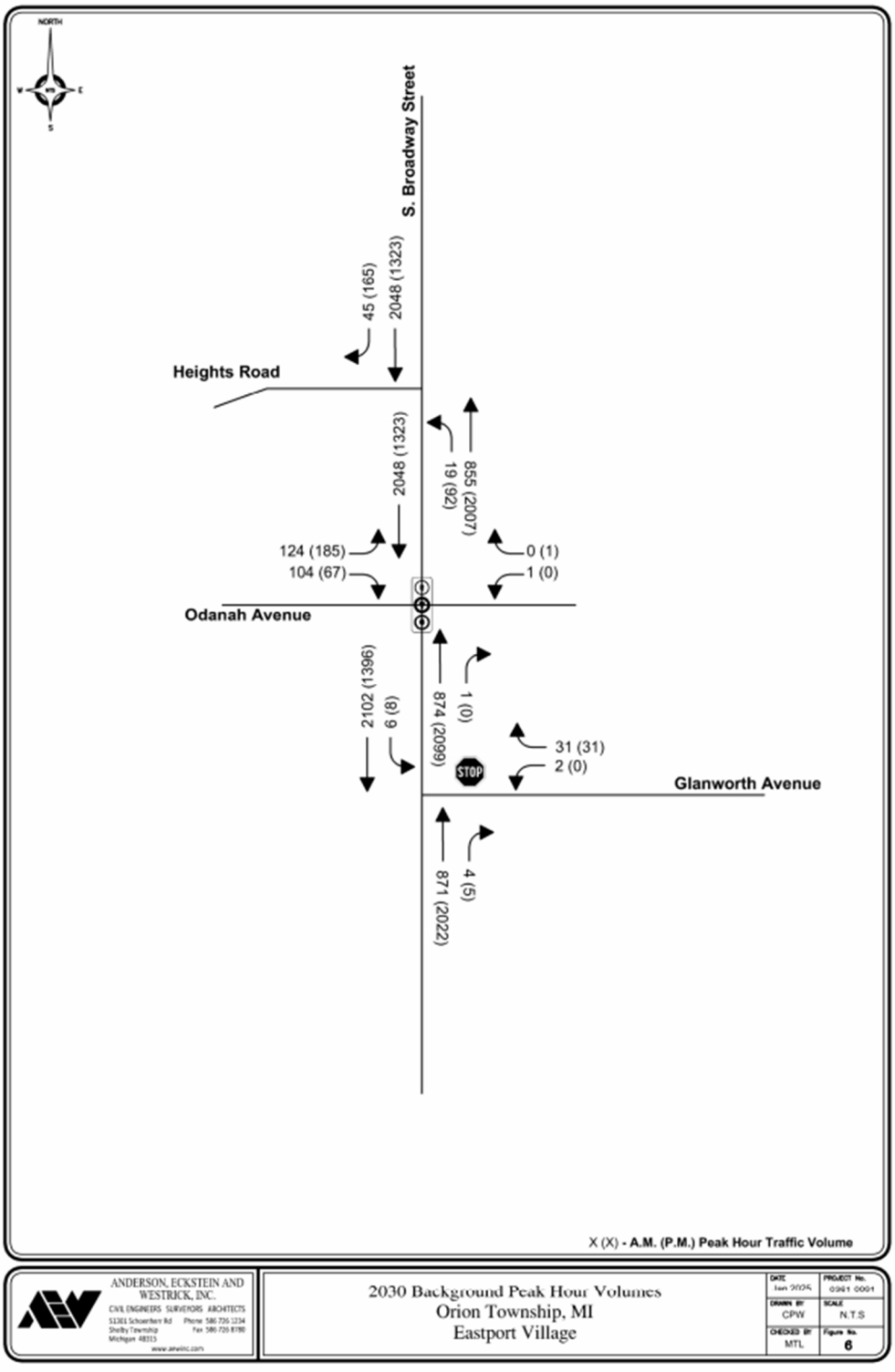


Figure 6 – 2030 Background Peak Hour Volume

Background Level of Service

The Existing LOS and Background Condition LOS is shown in **Table 4** below. The Background conditions summary reports are provided in **Appendix C** which shows the detailed Background conditions calculated in Synchro12 and SimTraffic12 using the 2030 background conditions traffic volumes.

Table 4 – 2030 Background LOS Peak Hour Analysis

Intersection & Control	Approach	Lane Group	2025 Existing (LOS)		2030 Background (LOS)	
			AM-Peak LOS/Delay (s)	PM Peak LOS/Delay (s)	AM-Peak LOS/Delay(s)	PM Peak LOS/Delay(s)
S. Broadway St & Odanah Ave Signalized	Northbound	2-Thru/Right	A/6.2	B/12.9	A/6.6	B/11.8
	Southbound	Thru	B/12.4	A/7.9	A/14.6	A/7.2
	Eastbound	Left	D/46.8	D/54.1	D/46.6	E/60.2
		Right	D/45.4	D/44.8	D/47.2	D/46.1
	Westbound	Left	D/40.6	D/40.6	D/40.4	D/43.2
		Right	A/0.0	A/0.0	A/0.0	A/0.0
	Intersection Overall		**B/13.2**	**B/13.9**	**B/14.7**	**B/13.3**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	A/0.0	A/0.0	A/0.0	A/0.0
		2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Intersection Overall		**Free flow**	**Free flow**	**Free flow**	**Free flow**
S. Broadway St & Glanworth St Unsignalized	Northbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	Left	A/9.9	C/18.4	A/10.0	C/19.1
		Thru	Free flow	Free flow	Free flow	Free flow
	Westbound	Left/Right	B/13.0	C/23.6	B/13.2	C/24.6
	Intersection Overall		**B/11.5**	**C/21.0**	**B/11.6**	**C/21.9**

The results of the background condition analysis indicate that the level of service for the study intersection overall and individual intersection movements are anticipated to operate at a LOS D or better except for the following intersections/movements:

- Eastbound Odanah Ave – Left Turns (PM)

Build Trip Generation

The AM and PM peak hour vehicle trips that would be generated by the proposed development were forecasted based on the ITE Trip Generation Manual 11th Edition and engineering judgement. Land use codes 210 (Single-Family Detach Housing), 220 (Multifamily Housing Low-Rise), and 822 (Strip Retail Plaza <40) were selected. The development is estimated to generate 58 new trips in the AM Peak and 106 new trips in the PM peak. The detailed trip generated is shown in **Table 6**, below.

Table 6 – Proposed build Trip Generation

Land Use	Independent Variable	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached Housing (210)	48 Units	8	26	34	28	17	45
Multifamily Housing (Low-Rise) (220)	11 Units	1	3	4	4	2	6
Strip Retail Plaza (822)	8,400 SF	12	8	20	28	27	55
Total Generated Trips		**21**	**37**	**58**	**60**	**46**	**106**

The trip distribution was calculated based on the existing traffic patterns for the build condition. The trip distribution percentage can be found in **Figure 7**. The generated traffic was distributed throughout the roadway network in accordance with the calculated trip distribution. The resulting build conditions peak hour traffic volumes can be found in **Figure 8**.

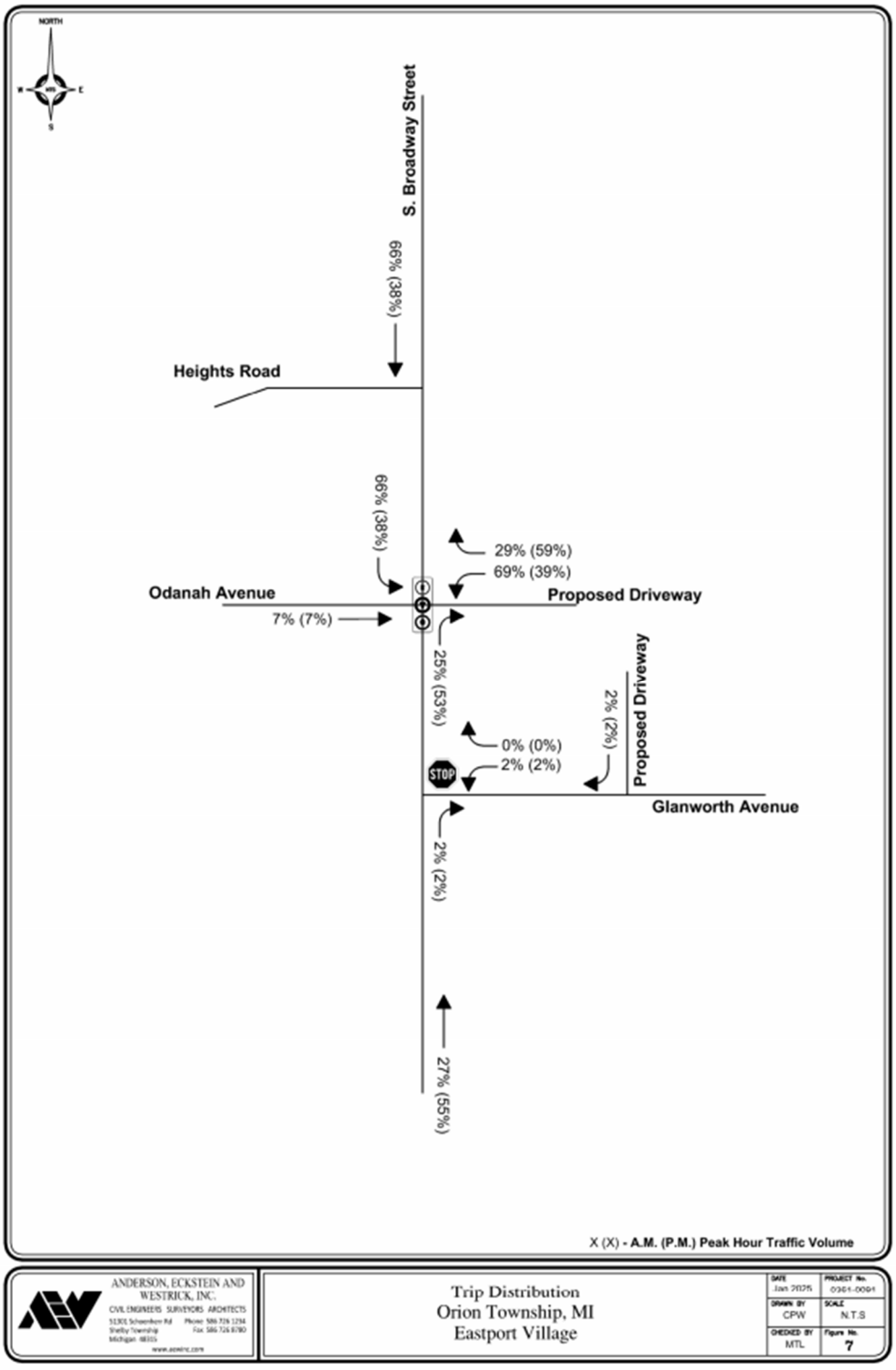


Figure 7 – Trip Distribution

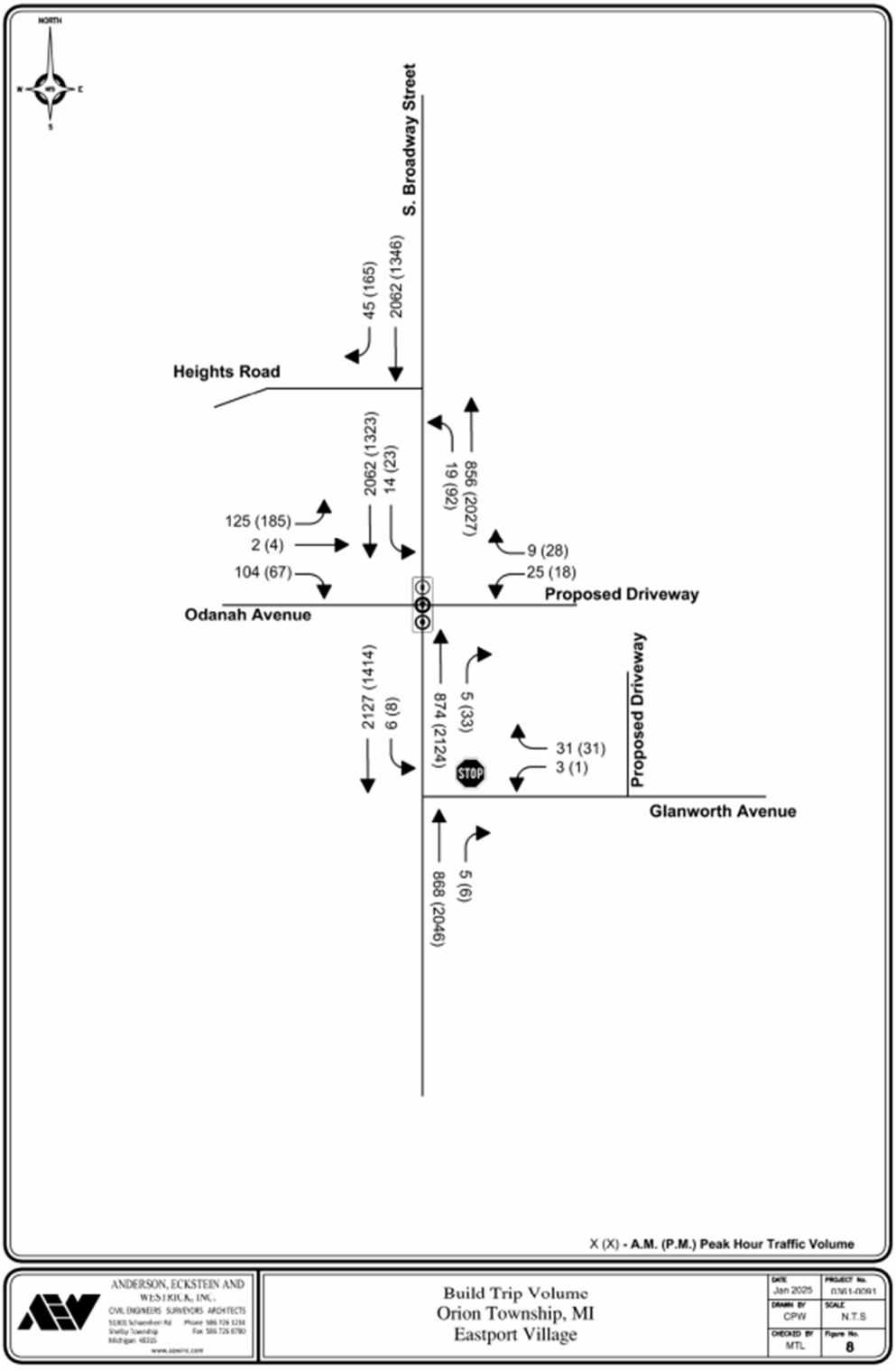


Figure 8 – Build Conditions Traffic Volumes

Traffic Signal Warrant Analysis and Westbound Approach Improvements

The intersection of S. Broadway (M-24) and Odanah Avenue is currently controlled by a traffic signal, with the westbound approach on Odanah Avenue regulated by a stop sign and a flashing red beacon. To accommodate the planned modernization of the traffic control signal system and meet operational standards, the westbound approach requires geometric improvements, specifically lane widening.

In accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), traffic control signals shall only be installed or retained when one or more signal warrants are met, as determined through engineering studies. These warrants are based on factors including vehicular volumes, pedestrian activity, and crash history. If signal warrants are not satisfied, installation or continued use of a traffic signal is not justified.

Based on projected traffic volumes and estimated trip generation associated with future development in the vicinity, the intersection satisfies three MMUTCD signal warrants as detailed in **Table 8**. The satisfaction of multiple warrants indicates a continued operational need for signalized control at this location.

As such, the existing traffic signal system is warranted, and any modernization efforts must include the installation and maintenance of all associated signal heads, vehicle detection systems, signage, and pavement markings in compliance with MMUTCD requirements.

The proposed widening of the westbound approach is necessary to support the improved signal infrastructure, enhance capacity, and ensure compliance with current geometric design criteria. This modification will facilitate more efficient traffic flow and accommodate anticipated increases in traffic volume.

Table 8 – S. Broadway & Odanah Ave

Warrant		Warrant Met
Warrant 1: Eight-Hour Vehicular Volume	Condition A	No
	Condition B	Yes
	Combination of A & B	No
Warrant 2: Four-Hour Vehicular Volume		Yes
Warrant 3: Peak Hour		Yes
Warrant 4: Pedestrian Volume		No
Warrant 5: School Crossing		No
Warrant 6: Coordinated Signal System		No
Warrant 7: Crash Experience		No
Warrant 8: Roadway Network		No
Warrant 9: Intersection Near a Grade Crossing		No

Build Level of Service

The build conditions were implemented in Synchro12 and simulated using SimTraffic12. The LOS was calculated and presented below in Table 7. Table 7 also presents the Background Condition LOS for comparison. The full reports on the build conditions can be found in Appendix D.

Table 7 – Build Level of Service Peak Hour

Intersection & Control	Approach	Lane Group	2030 Background (LOS)		2030 Build (LOS)	
			AM-Peak LOS/Delay (s)	PM Peak LOS/Delay (s)	AM-Peak LOS/Delay(s)	PM Peak LOS/Delay(s)
S. Broadway St & Odanah Ave Signalized	Northbound	2-Thru/Right	A/6.6	B/11.8	A/6.5	B/12.5
	Southbound	Left	N/A	N/A	A/4.9	C/23.0
		2-Thru	B/14.6	A/7.2	B/14.4	A/7.2
	Eastbound	Left	D/46.6	E/60.2	D/44.3	E/59.8
		Thru/Right	D/47.2	D/46.1	D/44.5	D/46.3
	Westbound	Left	D/40.4	D/43.2	D/44.4	D/44.4
		Right	A/0.0	A/0.0	D/41.0	D/47.7
	Intersection Overall		**B/14.7**	**B/13.3**	**B/14.6**	**B/14.3**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	A/0.0	A/0.0	A/0.0	A/0.0
		2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Intersection Overall		**Free flow**	**Free flow**	**Free flow**	**Free flow**
S. Broadway St & Glanworth St Unsignalized	Northbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	Left	A/10.0	C/19.1	A/10.0	C/19.4
		Thru	Free flow	Free flow	Free flow	Free flow
	Westbound	Left/Right	B/13.2	C/24.6	B/13.1	D/26.3
	Intersection Overall		**B/11.5**	**C/21.0**	**B/11.6**	**D/22.9**

The results of the Build Condition analysis indicate that the study intersections overall and intersection movement levels of service will operate at a LOS D or better except for the following intersections/movements:

- Eastbound Odanah Ave – Left Turns (PM)

Crash Analysis

A crash analysis was conducted at the study intersections and the existing driveways. Five years of crash data were collected and reviewed. Traffic crash reports and summaries were obtained from the Transportation Improvement Association's Traffic Crash Analysis Tool (TCAT) website. A summary of crashes by type is provided in **Table 9**. Copies of crash report summaries can be found in **Appendix E**.

Table 9 - Crash Data

Intersection	Crash Type	No. of Crashes	% of Crashes	K Crashes	A Crashes	B Crashes	% KAB
S Broadway Street & Heights Road	Single	2	8.0%	0	0	0	0%
	Head-On	1	4.0%	0	0	0	0%
	Head-On (LT)	0	0.0%	0	0	1	33.3%
	Angle	2	8.0%	0	0	0	0%
	Rear-End	14	56.0%	0	0	1	33.3%
	Read-End (LT)	1	4.0%	0	0	0	0%
	Rear-End (RT)	1	4.0%	0	0	0	0%
	Sideswipe (Same)	3	12.0%	0	0	1	33.3%
	Sideswipe (Opposite)	0	0.0%	0	0	0	0%
	Other	1	4.0%	0	0	0	0%
	Unknown	0	0.0%	0	0	0	0%
	Total:	**25**	**100%**	**0**	**0**	**3**	**100%**
S Broadway Street & Glanworth Street	Single	1	10.0%	0	0	1	100%
	Head-On	0	0.0%	0	0	0	0%
	Head-On (LT)	0	0.0%	0	0	0	0%
	Angle	3	30.0%	0	0	0	0%
	Rear-End	6	60.0%	0	0	0	0%
	Read-End (LT)	0	0.0%	0	0	0	0%
	Rear-End (RT)	0	0.0%	0	0	0	0%
	Sideswipe (Same)	0	0.0%	0	0	0	0%
	Sideswipe (Opposite)	0	0.0%	0	0	0	0%
	Other	0	0.0%	0	0	0	0%
	Unknown	0	0.0%	0	0	0	0%
	Total:	**10**	**100%**	**0**	**0**	**3**	**100%**
S Broadway Street & Odanah Avenue	Single	1	3.6%	0	0	1	25.0%
	Head-On	0	0.0%	0	0	0	0%
	Head-On (LT)	2	7.1%	0	0	0	0%
	Angle	2	7.1%	0	0	0	0%
	Rear-End	19	67.9%	0	0	3	75.0%
	Sideswipe (Same)	3	10.7%	0	0	0	0%
	Sideswipe (Opposite)	1	3.6%	0	0	0	0%
	Other	0	0.0%	0	0	0	0%
	Unknown	0	0.0%	0	0	0	0%
	Total:	**28**	**100%**	**0**	**0**	**4**	**100%**

Note: KAB Crashes are fatal and severe crashes as noted by the KABCO scale: K= fatal crashes, A=incapacitating injury, B=non-incapacitating injury, C=possible injury, and O= no injury.

Queue Analysis

Table 10 and **Table 10.1** below highlights the queue analysis performed on all approaching directions to the intersection utilizing Synchro 12 and SimTraffic 12.

Table 10 – Queue Analysis

Intersection & Control	Approach	Lane Group	2025 Existing Conditions		2030 Background Conditions		2030 Build Conditions	
			AM Peak Queue Length (ft)	PM Peak Queue Length (ft)	AM Peak Queue Length (ft)	PM Peak Queue Length (ft)	AM Peak Queue Length (ft)	PM Peak Queue Length (ft)
S. Broadway St & Odanah Ave Signalized	Northbound	Thru	179	246	188	262	196	280
		Thru/Right	158	255	167	271	167	286
	Southbound	Left	N/A	N/A	N/A	N/A	37	57
		Thru	213	221	206	216	209	206
		Thru	224	196	223	201	223	198
	Eastbound	Left	151	224	155	213	169	259
		Thru/Right	140	98	142	93	126	74
	Westbound	Left	N/A	5	7	5	55	47
		Right	N/A	N/A	N/A	N/A	33	114
	Intersection Overall		**178**	**178**	**155**	**180**	**135**	**169**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	41	52	40	53	43	52
		Thru	179	156	30	152	47	149
		Thru	N/A	153	24	143	11	138
	Southbound	Thru	482	93	344	100	466	210
		Thru/Right	482	40	314	45	414	158
	Intersection Overall		**296**	**99**	**150**	**99**	**196**	**141**
S. Broadway St & Glanworth St Unsignalized	Northbound	Thru	12	267	24	270	21	401
		Thru/Right	N/A	217	N/A	213	16	342
	Southbound	Left	22	27	20	27	19	30
		Thru	N/A	19	50	19	41	40
		Thru	N/A	17	38	6	55	28
	Westbound	Left/Right	55	107	127	93	75	108
	Intersection Overall		**30**	**109**	**52**	**105**	**38**	**158**

Table 10.1 – Mitigation Queue Analysis

Intersection & Control	Approach	Lane Group	2030 Build Conditions		2030 Mitigation Conditions	
			AM Peak Queue Length (ft)	PM Peak Queue Length (ft)	AM Peak Queue Length (ft)	PM Peak Queue Length (ft)
S. Broadway St & Odanah Ave Signalized	Northbound	Thru	196	280	244	265
		Thru/Right	167	286	211	268
	Southbound	Left	37	57	38	69
		Thru	209	206	204	198
		Thru	223	198	207	202
	Eastbound	Left	169	259	153	251
		Thru/Right	126	74	119	77
	Westbound	Left	55	47	56	57
		Right	33	114	30	139
	Intersection Overall		**135**	**169**	**140**	**170**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	43	52	40	59
		Thru	47	149	35	188
		Thru	11	138	14	219
	Southbound	Thru	466	210	555	341
		Thru/Right	414	158	564	350
	Intersection Overall		**196**	**141**	**242**	**231**
S. Broadway St & Glanworth St Unsignalized	Northbound	Thru	21	401	42	644
		Thru/Right	16	342	N/A	648
	Southbound	Left	19	30	21	32
		Thru	41	40	29	10
		Thru	55	28	40	10
	Westbound	Left/Right	75	108	57	562
	Intersection Overall		**38**	**158**	**38**	**318**

Conclusion

- Traffic counts were taken on January 30, 2025, to obtain the existing conditions of the study site.
- The existing conditions were simulated in Synchro 12 and the level of service was calculated. The results of the existing condition analysis indicate that the study intersections overall and intersection movement levels of service currently operate at a LOS D or better.
- The background data was calculated by applying a growth rate of 1.023 to project the traffic volumes to the build-out year of 2030. The results of the background condition analysis indicate that the level of service for the study intersection overall and individual intersection movements are anticipated to operate at a LOS D or better except for the following intersections/movements:
    - Eastbound Odanah Ave – Left Turns (PM)

- The build data was simulated in Synchro12 and SimTraffic12 with the trip distribution for entering and exiting the network based off the existing traffic patterns. The results of the build condition analysis indicate that the study intersection overall and intersection movement levels of service currently operate at a LOS D or better except for the following intersections/movements:
    - Eastbound Odanah Ave – Left Turns (PM))
- The proposed mitigation measures to be implemented as part of the development include the following:

1. **Left-Turn Access:**
   Southbound traffic on S. Broadway Street at Odanah Avenue will be permitted to make left turns into the proposed development, enhancing site accessibility.
2. **Traffic Signal Modernization:**
   The proposed widening of the westbound approach is necessary to support the improved signal infrastructure, enhance capacity, and ensure compliance with

current geometric design criteria. This modification will facilitate more efficient traffic flow and accommodate anticipated increases in traffic volume.

3. **Eastbound Odanah Avenue Lane Modification:**
   The eastbound right-turn lane on Odanah Avenue will be reconfigured to allow both right-turn and through movements into the development, thereby improving traffic flow and access.
4. The results of the build mitigation condition analysis indicate that the study intersection overall and intersection movement levels of service currently operate at a LOS D or better

Table-11, Figure-9 and Figure-10 are below details. Copies of the summaries can be found in Appendix F.

Table 11 – LOS Mitigation

Intersection & Control	Approach	Lane Group	2030 Build (LOS)		2030 Mitigation (LOS)	
			AM-Peak LOS/Delay (s)	PM Peak LOS/Delay (s)	AM-Peak LOS/Delay(s)	PM Peak LOS/Delay(s)
S. Broadway St & Odanah Ave Signalized	Northbound	2-Thru/Right	A/6.5	B/12.5	A/5.5	C/20.9
	Southbound	Left	A/4.9	C/23.0	A/4.0	D/38.2
		2-Thru	B/14.4	A/7.2	B/11.5	B/12.2
	Eastbound	Left	D/44.3	E/59.8	D/51.4	D/54.7
		Thru/Right	D/44.5	D/46.3	D/52.3	D/47.7
	Westbound	Left	D/44.4	D/44.4	D/44.9	D/44.9
		Right	D/41.0	D/47.7	D/43.5	D/45.1
	Intersection Overall		**B/14.6**	**B/14.3**	**B/13.2**	**C/20.3**
S. Broadway St & Heights Rd Unsignalized	Northbound	Left	A/0.0	A/0.0	A/0.0	A/0.0
		2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Intersection Overall		**Free flow**	**Free flow**	**Free flow**	**Free flow**
S. Broadway St & Glanworth St Unsignalized	Northbound	2-Thru/Right	Free flow	Free flow	Free flow	Free flow
	Southbound	Left	A/10.0	C/19.4	A/10.0	C/19.4
		Thru	Free flow	Free flow	Free flow	Free flow
	Westbound	Left/Right	B/13.1	D/26.3	B/13.0	D/26.3
	Intersection Overall		**B/11.6**	**C/22.9**	**B/11.5**	**C/22.9**

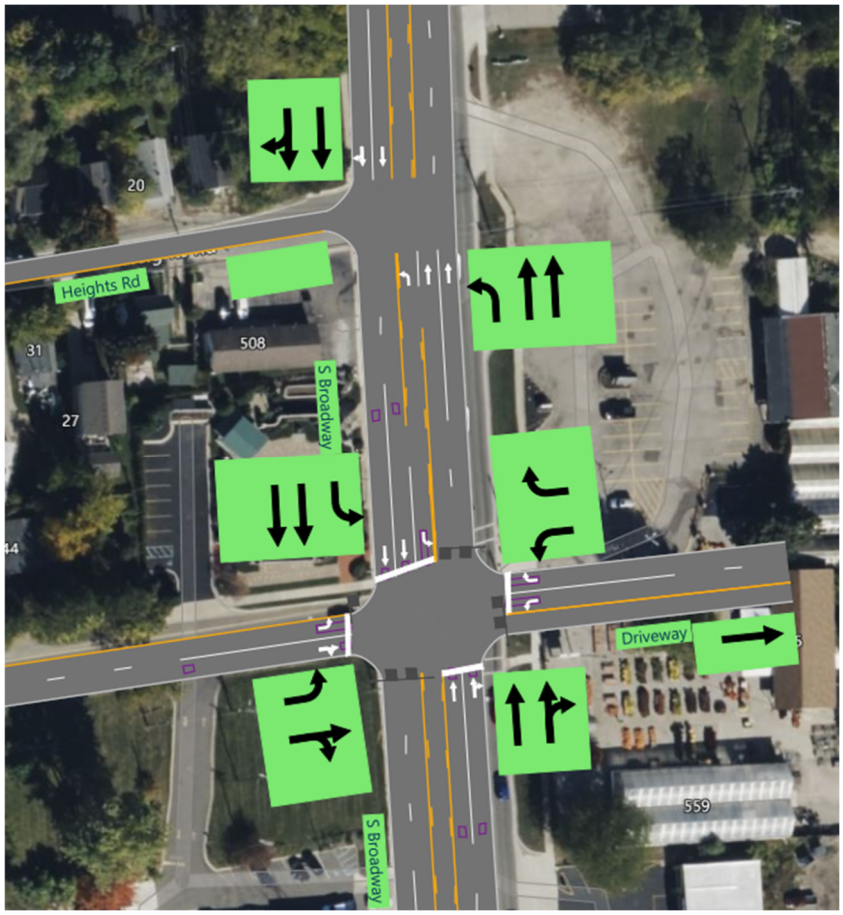


Figure 9 - Proposed Lane Configuration Mitigation

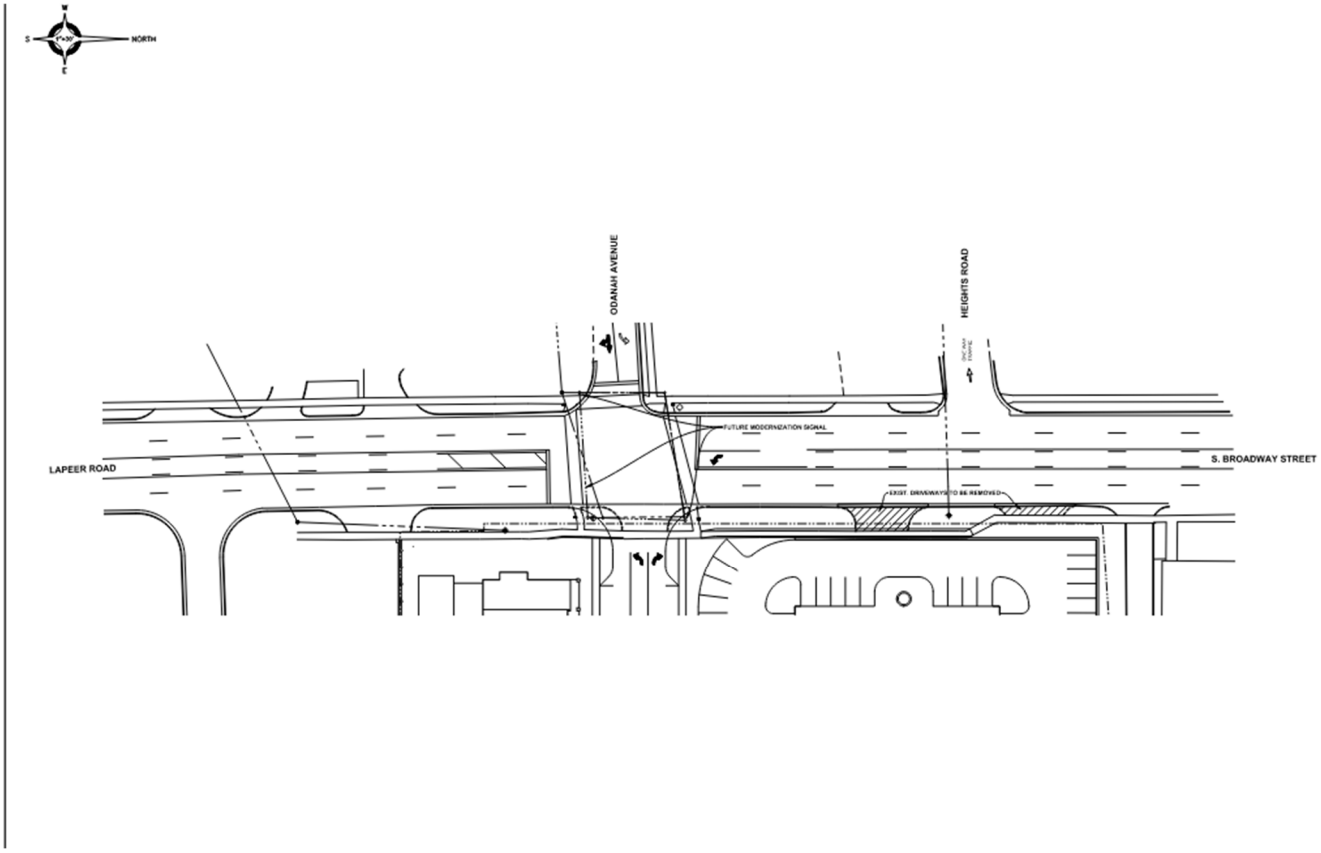


Figure 10 - Proposed Signal Modernization

APPENDIX A: EXISTING TRAFFIC DATA

Lapeer Rd and Odanah Ave
Lake Orion Michigan
Thursday, January 30, 2025

Time	Southbound Lapeer Rd						Westbound Driveway						Northbound Lapeer Rd						Eastbound Odanah Ave						VEHICLE TOTAL
	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	
12:00 AM	0	0	12	0	0	*12*	0	0	0	0	0	*0*	0	0	36	0	0	*36*	0	3	0	0	0	*3*	**51**
12:15 AM	0	0	6	0	0	*6*	0	0	0	0	0	*0*	0	0	32	0	0	*32*	0	2	0	1	0	*3*	**41**
12:30 AM	0	0	19	0	0	*19*	0	0	0	0	0	*0*	0	0	26	0	0	*26*	0	3	0	1	0	*4*	**49**
12:45 AM	0	0	6	0	0	*6*	0	0	0	0	0	*0*	0	0	14	0	0	*14*	0	1	0	0	0	*1*	**21**
Hourly Total	0	0	43	0	0	*43*	0	0	0	0	0	*0*	0	0	108	0	0	*108*	0	9	0	2	0	*11*	**162**
1:00 AM	0	0	17	0	0	*17*	0	0	0	0	0	*0*	0	0	30	0	0	*30*	0	0	0	0	0	*0*	**47**
1:15 AM	0	0	7	0	0	*7*	0	0	0	0	0	*0*	0	0	14	0	0	*14*	0	0	0	0	0	*0*	**21**
1:30 AM	0	0	17	0	0	*17*	0	0	0	0	0	*0*	0	0	18	0	0	*18*	0	0	0	0	0	*0*	**35**
1:45 AM	0	0	5	0	0	*5*	0	0	0	0	0	*0*	0	0	11	0	0	*11*	0	0	0	2	0	*2*	**18**
Hourly Total	0	0	46	0	0	*46*	0	0	0	0	0	*0*	0	0	73	0	0	*73*	0	0	0	2	0	*2*	**121**
2:00 AM	0	0	8	0	0	*8*	0	0	0	0	0	*0*	0	0	11	0	0	*11*	0	1	0	1	0	*2*	**21**
2:15 AM	0	0	11	0	0	*11*	0	0	0	0	0	*0*	0	0	10	0	0	*10*	0	0	0	1	1	*1*	**22**
2:30 AM	0	0	7	0	0	*7*	0	0	0	0	0	*0*	0	0	13	0	0	*13*	0	0	0	1	0	*1*	**21**
2:45 AM	0	0	10	0	0	*10*	0	0	0	0	0	*0*	0	0	13	0	0	*13*	0	0	0	1	0	*1*	**24**
Hourly Total	0	0	36	0	0	*36*	0	0	0	0	0	*0*	0	0	47	0	0	*47*	0	1	0	4	1	*5*	**88**
3:00 AM	0	0	16	0	0	*16*	0	0	0	0	0	*0*	0	0	7	0	0	*7*	0	0	0	0	1	*0*	**23**
3:15 AM	0	0	14	0	0	*14*	0	0	0	0	0	*0*	0	0	11	0	0	*11*	0	2	0	0	0	*2*	**27**
3:30 AM	0	0	23	0	0	*23*	0	0	0	1	0	*1*	0	0	11	0	0	*11*	0	0	0	0	0	*0*	**35**
3:45 AM	0	0	33	0	0	*33*	0	0	0	0	0	*0*	0	0	6	0	0	*6*	0	2	0	0	0	*2*	**41**
Hourly Total	0	0	86	0	0	*86*	0	0	0	1	0	*1*	0	0	35	0	0	*35*	0	4	0	0	1	*4*	**126**
4:00 AM	1	0	56	0	0	*57*	0	0	0	0	0	*0*	0	0	8	0	0	*8*	0	0	0	1	0	*1*	**66**
4:15 AM	0	0	75	0	0	*75*	0	0	0	0	0	*0*	0	0	6	0	0	*6*	0	0	0	1	0	*1*	**82**
4:30 AM	0	0	115	0	0	*115*	0	0	0	0	0	*0*	0	0	11	0	0	*11*	0	2	0	5	0	*7*	**133**
4:45 AM	0	0	162	0	0	*162*	0	0	0	1	0	*1*	0	0	17	0	0	*17*	0	3	0	1	0	*4*	**184**
Hourly Total	1	0	408	0	0	*409*	0	0	0	1	0	*1*	0	0	42	0	0	*42*	0	5	0	8	0	*13*	**465**
5:00 AM	0	0	157	0	0	*157*	0	0	0	0	0	*0*	0	0	19	0	0	*19*	0	4	0	4	0	*8*	**184**
5:15 AM	0	0	263	0	0	*263*	0	0	0	0	0	*0*	0	0	36	0	0	*36*	0	2	0	6	0	*8*	**307**
5:30 AM	0	0	335	0	0	*335*	0	0	0	0	0	*0*	0	0	42	0	0	*42*	0	6	0	10	0	*16*	**393**
5:45 AM	0	0	315	0	0	*315*	0	0	0	0	0	*0*	0	0	41	0	0	*41*	0	3	0	12	0	*15*	**371**
Hourly Total	0	0	1070	0	0	*1070*	0	0	0	0	0	*0*	0	0	138	0	0	*138*	0	15	0	32	0	*47*	**1255**
6:00 AM	0	0	362	0	0	*362*	0	0	0	0	0	*0*	0	0	47	0	0	*47*	0	7	0	10	0	*17*	**426**
6:15 AM	0	0	417	0	0	*417*	0	0	0	0	1	*0*	0	0	79	0	1	*79*	0	13	0	16	0	*29*	**525**
6:30 AM	0	0	484	0	0	*484*	0	0	0	0	0	*0*	0	0	81	0	1	*81*	0	12	0	9	0	*21*	**586**
6:45 AM	0	0	568	0	0	*568*	0	0	0	0	0	*0*	0	0	103	0	0	*103*	0	27	0	22	0	*49*	**720**
Hourly Total	0	0	1831	0	0	*1831*	0	0	0	0	1	*0*	0	0	310	0	2	*310*	0	59	0	57	0	*116*	**2257**
7:00 AM	0	0	522	0	0	*522*	0	0	0	0	0	*0*	0	0	121	0	0	*121*	0	27	0	21	0	*48*	**691**
7:15 AM	0	0	386	0	0	*386*	0	0	0	0	0	*0*	0	0	146	0	0	*146*	0	36	0	25	0	*61*	**593**
7:30 AM	0	0	448	0	0	*448*	0	0	0	0	0	*0*	0	0	189	0	0	*189*	0	21	0	12	1	*33*	**670**
7:45 AM	0	0	511	0	0	*511*	0	0	0	0	0	*0*	0	0	220	0	0	*220*	0	32	0	27	0	*59*	**790**
Hourly Total	0	0	1867	0	0	*1867*	0	0	0	0	0	*0*	0	0	676	0	0	*676*	0	116	0	85	1	*201*	**2744**

Lake Orion Michigan
Thursday, January 30, 2025

Time	Southbound Lapeer Rd						Westbound Driveway						Northbound Lapeer Rd						Eastbound Odanah Ave						VEHICLE TOTAL
	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	
8:00 AM	0	0	446	0	0	*446*	0	0	0	0	0	*0*	0	0	205	0	0	*205*	0	33	0	24	0	*57*	**708**
8:15 AM	0	0	516	0	0	*516*	0	0	0	0	1	*0*	0	0	197	0	1	*197*	0	29	0	24	0	*53*	**766**
8:30 AM	0	0	510	0	0	*510*	0	1	0	0	0	*1*	0	0	227	1	1	*228*	0	27	0	27	0	*54*	**793**
8:45 AM	0	0	502	0	0	*502*	0	0	0	0	0	*0*	0	0	217	0	0	*217*	0	34	0	17	0	*51*	**770**
Hourly Total	0	0	1974	0	0	*1974*	0	1	0	0	1	*1*	0	0	846	1	2	*847*	0	123	0	92	0	*215*	**3037**
9:00 AM	0	0	340	0	0	*340*	0	0	0	0	0	*0*	0	0	203	0	0	*203*	0	30	1	17	0	*48*	**591**
9:15 AM	0	0	338	0	0	*338*	0	0	0	0	0	*0*	0	0	206	0	0	*206*	0	20	0	13	0	*33*	**577**
9:30 AM	0	0	380	0	0	*380*	0	0	0	0	0	*0*	0	0	205	0	0	*205*	0	32	0	16	1	*48*	**633**
9:45 AM	0	0	310	0	0	*310*	0	0	0	0	0	*0*	0	0	234	0	0	*234*	0	19	0	10	0	*29*	**573**
Hourly Total	0	0	1368	0	0	*1368*	0	0	0	0	0	*0*	0	0	848	0	0	*848*	0	101	1	56	1	*158*	**2374**
10:00 AM	0	0	304	0	0	*304*	0	0	0	0	0	*0*	0	0	205	0	0	*205*	0	22	0	13	0	*35*	**544**
10:15 AM	0	0	333	0	0	*333*	0	0	0	0	0	*0*	0	0	241	0	0	*241*	0	24	0	19	0	*43*	**617**
10:30 AM	0	0	316	0	0	*316*	0	0	0	0	0	*0*	0	0	275	0	0	*275*	0	35	0	13	0	*48*	**639**
10:45 AM	0	0	330	0	0	*330*	0	0	0	0	0	*0*	0	0	303	0	0	*303*	0	24	0	13	0	*37*	**670**
Hourly Total	0	0	1283	0	0	*1283*	0	0	0	0	0	*0*	0	0	1024	0	0	*1024*	0	105	0	58	0	*163*	**2470**
11:00 AM	0	0	304	0	0	*304*	0	1	0	0	0	*1*	0	0	321	1	0	*322*	0	24	0	20	0	*44*	**671**
11:15 AM	0	0	321	0	0	*321*	0	0	0	0	0	*0*	0	0	369	0	1	*369*	0	24	1	14	0	*39*	**729**
11:30 AM	0	0	294	0	0	*294*	0	0	0	0	0	*0*	0	0	315	0	0	*315*	0	25	0	17	1	*42*	**651**
11:45 AM	0	0	324	0	0	*324*	0	0	0	0	1	*0*	0	0	341	0	0	*341*	0	31	0	26	0	*57*	**722**
Hourly Total	0	0	1243	0	0	*1243*	0	1	0	0	1	*1*	0	0	1346	1	1	*1347*	0	104	1	77	1	*182*	**2773**
12:00 PM	0	0	241	0	0	*241*	0	1	0	0	1	*1*	0	0	341	1	0	*342*	0	33	0	16	0	*49*	**633**
12:15 PM	0	0	320	0	0	*320*	0	0	0	0	0	*0*	0	0	326	0	0	*326*	0	24	0	17	0	*41*	**687**
12:30 PM	0	0	342	0	0	*342*	0	0	0	1	0	*1*	0	0	292	0	0	*292*	0	39	0	12	0	*51*	**686**
12:45 PM	0	0	332	0	0	*332*	0	0	0	0	0	*0*	0	0	314	0	0	*314*	0	15	0	17	0	*32*	**678**
Hourly Total	0	0	1235	0	0	*1235*	0	1	0	1	1	*2*	0	0	1273	1	0	*1274*	0	111	0	62	0	*173*	**2684**
1:00 PM	0	0	290	0	0	*290*	0	0	0	0	0	*0*	0	0	293	1	0	*294*	0	21	0	18	0	*39*	**623**
1:15 PM	0	0	324	0	0	*324*	0	0	0	0	0	*0*	0	0	309	0	0	*309*	0	21	0	14	0	*35*	**668**
1:30 PM	0	0	265	0	0	*265*	0	0	0	0	0	*0*	0	0	292	0	0	*292*	0	28	0	21	0	*49*	**606**
1:45 PM	0	0	285	0	0	*285*	0	0	0	0	2	*0*	0	0	345	1	1	*346*	0	20	0	9	0	*29*	**660**
Hourly Total	0	0	1164	0	0	*1164*	0	0	0	0	2	*0*	0	0	1239	2	1	*1241*	0	90	0	62	0	*152*	**2557**
2:00 PM	0	0	282	0	0	*282*	0	0	0	0	0	*0*	0	0	365	0	0	*365*	0	27	0	12	0	*39*	**686**
2:15 PM	0	0	288	0	0	*288*	0	0	0	0	1	*0*	0	0	341	0	2	*341*	0	41	0	15	0	*56*	**685**
2:30 PM	0	0	294	0	0	*294*	0	0	0	0	0	*0*	0	0	453	0	0	*453*	0	27	1	13	0	*41*	**788**
2:45 PM	0	0	295	0	0	*295*	0	0	0	0	1	*0*	0	0	462	0	0	*462*	0	32	0	10	0	*42*	**799**
Hourly Total	0	0	1159	0	0	*1159*	0	0	0	0	2	*0*	0	0	1621	0	2	*1621*	0	127	1	50	0	*178*	**2958**
3:00 PM	0	0	309	0	0	*309*	0	0	0	0	1	*0*	0	0	425	0	0	*425*	0	36	0	22	0	*58*	**792**
3:15 PM	0	0	274	0	0	*274*	0	0	0	0	0	*0*	0	0	510	0	0	*510*	0	37	0	13	0	*50*	**834**
3:30 PM	0	1	318	0	0	*319*	0	0	0	0	0	*0*	0	0	474	0	0	*474*	0	31	0	16	0	*47*	**840**
3:45 PM	0	0	277	0	0	*277*	0	0	0	0	0	*0*	0	0	551	0	0	*551*	0	53	0	14	0	*67*	**895**
Hourly Total	0	1	1178	0	0	*1179*	0	0	0	0	1	*0*	0	0	1960	0	0	*1960*	0	157	0	65	0	*222*	**3361**

Lapeer Rd and Odanah Ave
Lake Orion Michigan

Thursday, January 30, 2025

Time	Southbound Lapeer Rd						Westbound Driveway						Northbound Lapeer Rd						Eastbound Odanah Ave						VEHICLE TOTAL
	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	
4:00 PM	0	0	323	0	0	*323*	0	0	0	0	0	*0*	0	0	505	0	0	*505*	0	45	0	16	0	*61*	**889**
4:15 PM	0	0	375	0	0	*375*	0	0	0	0	0	*0*	0	0	499	0	0	*499*	0	42	0	16	0	*58*	**932**
4:30 PM	0	0	305	0	0	*305*	0	0	0	0	0	*0*	0	0	495	0	0	*495*	0	38	0	20	0	*58*	**858**
4:45 PM	0	0	318	0	0	*318*	0	0	0	0	0	*0*	0	0	510	0	0	*510*	0	46	0	14	0	*60*	**888**
Hourly Total	0	0	1321	0	0	*1321*	0	0	0	0	0	*0*	0	0	2009	0	0	*2009*	0	171	0	66	0	*237*	**3567**
5:00 PM	0	0	326	0	0	*326*	0	0	0	0	1	*0*	0	0	483	0	0	*483*	0	38	0	19	0	*57*	**866**
5:15 PM	0	0	354	0	0	*354*	0	0	0	0	1	*0*	0	0	496	0	0	*496*	0	36	0	14	2	*50*	**900**
5:30 PM	0	0	306	0	1	*306*	0	0	0	0	2	*0*	0	0	468	0	1	*468*	0	39	0	16	0	*55*	**829**
5:45 PM	0	0	275	0	0	*275*	0	0	0	0	2	*0*	0	0	446	0	0	*446*	0	39	0	16	0	*55*	**776**
Hourly Total	0	0	1261	0	1	*1261*	0	0	0	0	6	*0*	0	0	1893	0	1	*1893*	0	152	0	65	2	*217*	**3371**
6:00 PM	0	0	292	0	0	*292*	0	0	0	0	0	*0*	0	0	464	0	3	*464*	0	32	0	7	0	*39*	**795**
6:15 PM	0	1	260	0	0	*261*	0	0	0	0	0	*0*	0	0	525	0	0	*525*	0	25	0	21	0	*46*	**832**
6:30 PM	0	0	222	0	0	*222*	0	0	0	0	0	*0*	0	0	409	0	1	*409*	0	25	0	19	0	*44*	**675**
6:45 PM	0	0	224	0	0	*224*	0	0	0	0	0	*0*	0	0	328	0	0	*328*	0	20	0	11	0	*31*	**583**
Hourly Total	0	1	998	0	0	*999*	0	0	0	0	0	*0*	0	0	1726	0	4	*1726*	0	102	0	58	0	*160*	**2885**
7:00 PM	0	0	239	0	0	*239*	0	0	0	0	0	*0*	0	0	287	0	0	*287*	0	29	0	10	0	*39*	**565**
7:15 PM	0	0	218	0	0	*218*	0	0	0	0	0	*0*	0	0	283	0	2	*283*	0	30	0	16	0	*46*	**547**
7:30 PM	0	0	199	0	0	*199*	0	0	0	0	0	*0*	0	0	246	0	0	*246*	0	23	0	8	0	*31*	**476**
7:45 PM	0	0	171	0	0	*171*	0	0	0	0	0	*0*	0	0	226	0	0	*226*	0	12	0	9	0	*21*	**418**
Hourly Total	0	0	827	0	0	*827*	0	0	0	0	0	*0*	0	0	1042	0	2	*1042*	0	94	0	43	0	*137*	**2006**
8:00 PM	0	0	142	0	0	*142*	0	0	0	0	0	*0*	0	0	227	0	0	*227*	0	18	0	6	1	*24*	**393**
8:15 PM	0	0	149	0	0	*149*	0	0	0	0	0	*0*	0	0	254	0	0	*254*	0	12	0	2	0	*14*	**417**
8:30 PM	0	0	161	0	0	*161*	0	0	0	0	0	*0*	0	0	212	0	0	*212*	0	7	0	6	0	*13*	**386**
8:45 PM	0	0	157	0	0	*157*	0	0	0	0	0	*0*	0	0	172	0	0	*172*	0	7	0	3	0	*10*	**339**
Hourly Total	0	0	609	0	0	*609*	0	0	0	0	0	*0*	0	0	865	0	0	*865*	0	44	0	17	1	*61*	**1535**
9:00 PM	0	0	121	0	0	*121*	0	0	0	0	0	*0*	0	0	194	0	0	*194*	0	8	0	2	0	*10*	**325**
9:15 PM	0	0	120	0	0	*120*	0	0	0	0	0	*0*	0	0	155	0	0	*155*	0	6	0	3	0	*9*	**284**
9:30 PM	0	0	116	0	0	*116*	0	0	0	0	0	*0*	0	0	131	0	1	*131*	0	6	0	1	1	*7*	**254**
9:45 PM	0	0	75	0	0	*75*	0	0	0	0	0	*0*	0	0	100	0	1	*100*	0	6	0	4	0	*10*	**185**
Hourly Total	0	0	432	0	0	*432*	0	0	0	0	0	*0*	0	0	580	0	2	*580*	0	26	0	10	1	*36*	**1048**
10:00 PM	0	0	63	0	0	*63*	0	0	0	0	0	*0*	0	0	119	0	0	*119*	0	4	0	4	1	*8*	**190**
10:15 PM	0	0	63	0	0	*63*	0	0	0	0	0	*0*	0	0	97	0	0	*97*	0	3	0	2	0	*5*	**165**
10:30 PM	0	0	59	0	0	*59*	0	0	0	0	0	*0*	0	0	75	0	0	*75*	0	5	0	5	0	*10*	**144**
10:45 PM	0	0	37	0	0	*37*	0	0	0	0	0	*0*	0	0	82	0	0	*82*	0	3	0	3	0	*6*	**125**
Hourly Total	0	0	222	0	0	*222*	0	0	0	0	0	*0*	0	0	373	0	0	*373*	0	15	0	14	1	*29*	**624**
11:00 PM	0	0	34	0	0	*34*	0	0	0	0	0	*0*	0	0	62	0	0	*62*	0	5	0	4	0	*9*	**105**
11:15 PM	0	0	32	0	0	*32*	0	0	0	0	0	*0*	0	0	54	0	0	*54*	0	2	0	0	0	*2*	**88**
11:30 PM	0	0	42	0	0	*42*	0	0	0	0	0	*0*	0	0	51	0	0	*51*	0	0	0	3	0	*3*	**96**
11:45 PM	0	0	37	0	0	*37*	0	0	0	0	0	*0*	0	0	45	0	0	*45*	0	0	0	0	0	*0*	**82**
Hourly Total	0	0	145	0	0	*145*	0	0	0	0	0	*0*	0	0	212	0	0	*212*	0	7	0	7	0	*14*	**371**
TOTAL	**1**	**2**	**21806**	**0**	**1**	***21809***	**0**	**3**	**0**	**3**	**15**	***6***	**0**	**0**	**20286**	**5**	**17**	***20291***	**0**	**1738**	**3**	**992**	**10**	***2733***	**44839**
Cars	1	2	21010	0	1	*21013*	0	3	0	2	15	*5*	0	0	19911	5	17	*19916*	0	1725	3	965	10	*2693*	**43627**
Heavy Vehicles	0	0	796	0	0	*796*	0	0	0	1	0	*1*	0	0	375	0	0	*375*	0	13	0	27	0	*40*	**1212**
Heavy Vehicle %	0.00%	0.00%	3.65%	0.00%	0.00%	*3.65%*	0.00%	0.00%	0.00%	33.33%	0.00%	*16.67%*	0.00%	0.00%	1.85%	0.00%	0.00%	*1.85%*	0.00%	0.75%	0.00%	2.72%	0.00%	*1.46%*	**2.70%**

Lapeer Rd and Odanah Ave

Lake Orion Michigan
Thursday, January 30, 2025
AM Peak Hour

Time	Southbound						Westbound						Northbound						Eastbound						VEHICLE TOTAL
	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	
7:45 AM	0	0	511	0	0	*511*	0	0	0	0	0	*0*	0	0	220	0	0	*220*	0	32	0	27	0	*59*	**790**
8:00 AM	0	0	446	0	0	*446*	0	0	0	0	0	*0*	0	0	205	0	0	*205*	0	33	0	24	0	*57*	**708**
8:15 AM	0	0	516	0	0	*516*	0	0	0	0	1	*0*	0	0	197	0	1	*197*	0	29	0	24	0	*53*	**766**
8:30 AM	0	0	510	0	0	*510*	0	1	0	0	0	*1*	0	0	227	1	1	*228*	0	27	0	27	0	*54*	**793**
Peak Hour Total	0	0	1983	0	0	*1983*	0	1	0	0	1	*1*	0	0	849	1	2	*850*	0	121	0	102	0	*223*	**3057**
PHF	0.000	0.000	0.961	0.000	0.000	*0.961*	0.000	0.250	0.000	0.000	0.250	*0.250*	0.000	0.000	0.935	0.250	0.500	*0.932*	0.000	0.917	0.000	0.944	0.000	*0.945*	**0.964**
Heavy Vehicle %	0.00%	0.00%	4.79%	0.00%		4.79%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	4.83%	0.00%		4.82%	0.00%	0.00%	0.00%	5.88%		2.69%	**4.65%**

PM Peak Hour

Time	Southbound						Westbound						Northbound						Eastbound						VEHICLE TOTAL
	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach Total*	
3:45 PM	0	0	277	0	0	*277*	0	0	0	0	0	*0*	0	0	551	0	0	*551*	0	53	0	14	0	*67*	**895**
4:00 PM	0	0	323	0	0	*323*	0	0	0	0	0	*0*	0	0	505	0	0	*505*	0	45	0	16	0	*61*	**889**
4:15 PM	0	0	375	0	0	*375*	0	0	0	0	0	*0*	0	0	499	0	0	*499*	0	42	0	16	0	*58*	**932**
4:30 PM	0	0	305	0	0	*305*	0	0	0	0	0	*0*	0	0	495	0	0	*495*	0	38	0	20	0	*58*	**858**
Peak Hour Total	0	0	1280	0	0	*1280*	0	0	0	0	0	*0*	0	0	2050	0	0	*2050*	0	178	0	66	0	*244*	**3574**
PHF	0.000	0.000	0.853	0.000	0.000	*0.853*	0.000	0.000	0.000	0.000	0.000	*0.000*	0.000	0.000	0.930	0.000	0.000	*0.930*	0.000	0.840	0.000	0.825	0.000	*0.910*	**0.959**
Heavy Vehicle %	0.00%	0.00%	2.27%	0.00%		2.27%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	0.98%	0.00%		0.98%	0.00%	0.00%	0.00%	1.52%		0.41%	**1.40%**

Lapeer Rd

Total Vehicles On Leg			43837		
Vehicles Entering Intersection	21809		Vehicles Exiting Intersection	22028	
Southbound					
Cars	0	21010	2	1	1
Heavy	0	796	0	0	0
Total	**0**	**21806**	**2**	**1**	**1**
	R	T	L	U-TURN	PED

Odanah Ave

Total Vehicles on Leg 2733

Vehicles Entering Intersection 2733

Vehicles Exiting Intersection 0

Eastbound

Cars	Heavy	Total	
10	0	**10**	PED
0	0	**0**	U-TURN
1725	13	**1738**	L
3	0	**3**	T
965	27	**992**	R

Total Volumes

Westbound

	Cars	Heavy	Total
R	2	1	**3**
T	0	0	**0**
L	3	0	**3**
U-TURN	0	0	**0**
PED	15	0	**15**

Vehicles Entering Intersection 6

Vehicles Exiting Intersection 10

Total Vehicles on Leg 16

Driveway

	PED	U-TURN	L	T	R
Cars	17	0	0	19911	5
Heavy	0	0	0	375	0
Total	**17**	**0**	**0**	**20286**	**5**
Northbound					
Vehicles Entering Intersection	20291		Vehicles Exiting Intersection	22801	
Total Vehicles On Leg			43092		

Lapeer Rd and Glanworth St
Lake Orion Michigan
Thursday, January 30, 2025

	Southbound Lapeer Rd						Westbound Glanworth St						Northbound Lapeer Rd						Eastbound Starbucks Exit						VEHICLE TOTAL
Time	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	
7:00 AM	0	1	545	3	0	*549*	0	0	0	2	1	*2*	0	0	142	0	0	*142*	0	0	0	0	0	*0*	**693**
7:15 AM	0	2	411	2	0	*415*	0	0	0	0	0	*0*	0	0	157	0	0	*157*	0	0	0	0	0	*0*	**572**
7:30 AM	0	0	468	3	0	*471*	0	2	0	8	0	*10*	0	0	189	1	0	*190*	0	0	0	0	1	*0*	**671**
7:45 AM	0	3	530	3	0	*536*	0	1	0	6	0	*7*	0	2	227	2	0	*231*	0	0	0	0	0	*0*	**774**
Hourly Total	0	6	1954	11	0	*1971*	0	3	0	16	1	*19*	0	2	715	3	0	*720*	0	0	0	0	1	*0*	**2710**

Lapeer Rd and Glanworth St
Lake Orion Michigan
Thursday, January 30, 2025

	Southbound Lapeer Rd						Westbound Glanworth St						Northbound Lapeer Rd						Eastbound Starbucks Exit						VEHICLE TOTAL
Time	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	
8:00 AM	0	2	476	5	0	*483*	0	0	0	11	0	*11*	0	2	201	1	0	*204*	0	0	0	1	0	*1*	**699**
8:15 AM	0	0	530	6	0	*536*	0	1	0	8	0	*9*	0	0	192	1	0	*193*	0	0	0	3	0	*3*	**741**
8:30 AM	0	1	525	5	0	*531*	0	0	0	5	0	*5*	0	1	226	0	0	*227*	0	1	0	0	0	*1*	**764**
8:45 AM	0	1	517	5	0	*523*	0	1	0	5	0	*6*	0	3	212	2	0	*217*	0	0	0	0	1	*0*	**746**
Hourly Total	0	4	2048	21	0	*2073*	0	2	0	29	0	*31*	0	6	831	4	0	*841*	0	1	0	4	1	*5*	**2950**
TOTAL	**0**	**10**	**4002**	**32**	**0**	***4044***	**0**	**5**	**0**	**45**	**1**	***50***	**0**	**8**	**1546**	**7**	**0**	***1561***	**0**	**1**	**0**	**4**	**2**	***5***	**5660**
Cars	0	9	3870	32	0	*3911*	0	5	0	44	1	*49*	0	8	1484	7	0	*1499*	0	1	0	4	2	*5*	**5464**
Heavy Vehicles	0	1	132	0	0	*133*	0	0	0	1	0	*1*	0	0	62	0	0	*62*	0	0	0	0	0	*0*	**196**
Heavy Vehicle %	0.00%	10.00%	3.30%	0.00%	0.00%	*3.29%*	0.00%	0.00%	0.00%	2.22%	0.00%	*2.00%*	0.00%	0.00%	4.01%	0.00%	0.00%	*3.97%*	0.00%	0.00%	0.00%	0.00%	0.00%	*0.00%*	**3.46%**

Lapeer Rd and Glanworth St
Lake Orion Michigan
Thursday, January 30, 2025
AM Peak Hour

	Southbound						Westbound						Northbound						Eastbound						VEHICLE
Time	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	TOTAL
7:45 AM	0	3	530	3	0	*536*	0	1	0	6	0	*7*	0	2	227	2	0	*231*	0	0	0	0	0	*0*	**774**
8:00 AM	0	2	476	5	0	*483*	0	0	0	11	0	*11*	0	2	201	1	0	*204*	0	0	0	1	0	*1*	**699**
8:15 AM	0	0	530	6	0	*536*	0	1	0	8	0	*9*	0	0	192	1	0	*193*	0	0	0	3	0	*3*	**741**
8:30 AM	0	1	525	5	0	*531*	0	0	0	5	0	*5*	0	1	226	0	0	*227*	0	1	0	0	0	*1*	**764**
Peak Hour Total	0	6	2061	19	0	*2086*	0	2	0	30	0	*32*	0	5	846	4	0	*855*	0	1	0	4	0	*5*	**2978**
PHF	0.000	0.500	0.972	0.792	0.000	*0.973*	0.000	0.500	0.000	0.682	0.000	*0.727*	0.000	0.625	0.932	0.500	0.000	*0.925*	0.000	0.250	0.000	0.333	0.000	*0.417*	**0.962**
Heavy Vehicle %	0.00%	0.00%	4.27%	0.00%		4.22%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	4.73%	0.00%		4.68%	0.00%	0.00%	0.00%	0.00%		0.00%	**4.30%**

Lapeer Rd					
Total Vehicles On Leg		5636			
Vehicles Entering Intersection	4044	Vehicles Exiting Intersection	1592		
Southbound					
Cars	32	3870	9	0	0
Heavy	0	132	1	0	0
Total	**32**	**4002**	**10**	**0**	**0**
	R	T	L	U-TURN	PED

Starbucks Exit	Total Vehicles on Leg 45	Vehicles Entering Intersection 5 / Vehicles Exiting Intersection 40	**Eastbound**	Cars	Heavy	**Total**	
				2	0	**2**	PED
				0	0	**0**	U-TURN
				1	0	**1**	L
				0	0	**0**	T
				4	0	**4**	R

Total Volumes

	Cars	Heavy	**Total**	**Westbound**	Vehicles Entering Intersection 50 / Vehicles Exiting Intersection 17	Total Vehicles on Leg 67	**Glanworth St**
R	44	1	**45**				
T	0	0	**0**				
L	5	0	**5**				
U-TURN	0	0	**0**				
PED	1	0	**1**				

	PED	U-TURN	L	T	R
Cars	0	0	8	1484	7
Heavy	0	0	0	62	0
Total	**0**	**0**	**8**	**1546**	**7**
Northbound					
Vehicles Entering Intersection	1561	Vehicles Exiting Intersection	4011		
Total Vehicles On Leg		5572			

Lapeer Rd and Glanworth St
Lake Orion Michigan
Thursday, January 30, 2025

	Southbound Lapeer Rd						Westbound Glanworth St						Northbound Lapeer Rd						Eastbound Starbucks Exit						VEHICLE TOTAL
Time	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	
4:00 PM	3	1	329	4	0	*337*	0	0	0	7	0	*7*	0	1	501	1	0	*503*	0	0	0	1	0	*1*	**848**
4:15 PM	1	2	391	2	0	*396*	0	0	0	11	0	*11*	0	2	477	2	0	*481*	0	0	0	0	0	*0*	**888**
4:30 PM	1	2	321	4	0	*328*	0	0	0	3	1	*3*	0	0	489	1	0	*490*	0	0	0	0	0	*0*	**821**
4:45 PM	1	3	328	6	0	*338*	0	0	0	9	0	*9*	0	1	507	1	0	*509*	0	0	0	1	0	*1*	**857**
Hourly Total	6	8	1369	16	0	*1399*	0	0	0	30	1	*30*	0	4	1974	5	0	*1983*	0	0	0	2	0	*2*	**3414**
5:00 PM	1	3	343	3	0	*350*	0	1	0	7	1	*8*	0	0	486	2	0	*488*	0	0	0	1	0	*1*	**847**
5:15 PM	1	2	368	7	0	*378*	0	2	0	6	1	*8*	0	1	489	0	0	*490*	0	0	0	0	3	*0*	**876**
5:30 PM	1	1	319	5	0	*326*	0	0	0	5	2	*5*	0	1	463	0	0	*464*	0	0	0	1	0	*1*	**796**
5:45 PM	1	2	283	5	0	*291*	0	0	0	5	2	*5*	0	0	443	1	0	*444*	0	0	0	0	2	*0*	**740**
Hourly Total	4	8	1313	20	0	*1345*	0	3	0	23	6	*26*	0	2	1881	3	0	*1886*	0	0	0	2	5	*2*	**3259**
TOTAL	**10**	**16**	**2682**	**36**	**0**	***2744***	**0**	**3**	**0**	**53**	**7**	***56***	**0**	**6**	**3855**	**8**	**0**	***3869***	**0**	**0**	**0**	**4**	**5**	***4***	**6673**
Cars	10	16	2647	36	0	*2709*	0	3	0	53	7	*56*	0	6	3824	8	0	*3838*	0	0	0	4	5	*4*	**6607**
Heavy Vehicles	0	0	35	0	0	*35*	0	0	0	0	0	*0*	0	0	31	0	0	*31*	0	0	0	0	0	*0*	**66**
Heavy Vehicle %	0.00%	0.00%	1.30%	0.00%	0.00%	*1.28%*	0.00%	0.00%	0.00%	0.00%	0.00%	*0.00%*	0.00%	0.00%	0.80%	0.00%	0.00%	*0.80%*	0.00%	0.00%	0.00%	0.00%	0.00%	*0.00%*	**0.99%**

Lapeer Rd and Glanworth St
Lake Orion Michigan
Thursday, January 30, 2025

AM Peak Hour

	Southbound						Westbound						Northbound						Eastbound						VEHICLE TOTAL
Time	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach*	U Turns	Left Turns	Straight Through	Right Turns	Crosswalk Crossings	*Vehicle Approach*	
12:00 AM	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	**0**
12:15 AM	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	**0**
12:30 AM	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	**0**
12:45 AM	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	**0**
Peak Hour Total	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	0	0	0	0	0	*0*	**0**
PHF	0.000	0.000	0.000	0.000	0.000	*0.000*	0.000	0.000	0.000	0.000	0.000	*0.000*	0.000	0.000	0.000	0.000	0.000	*0.000*	0.000	0.000	0.000	0.000	0.000	*0.000*	**0.000**

PM Peak Hour

	Southbound						Westbound						Northbound						Eastbound						VEHICLE TOTAL
Time	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	U Turns	Left Turns	Straight	Right	Crosswalk	*Vehicle*	
4:00 PM	3	1	329	4	0	*337*	0	0	0	7	0	*7*	0	1	501	1	0	*503*	0	0	0	1	0	*1*	**848**
4:15 PM	1	2	391	2	0	*396*	0	0	0	11	0	*11*	0	2	477	2	0	*481*	0	0	0	0	0	*0*	**888**
4:30 PM	1	2	321	4	0	*328*	0	0	0	3	1	*3*	0	0	489	1	0	*490*	0	0	0	0	0	*0*	**821**
4:45 PM	1	3	328	6	0	*338*	0	0	0	9	0	*9*	0	1	507	1	0	*509*	0	0	0	1	0	*1*	**857**
Peak Hour Total	6	8	1369	16	0	*1399*	0	0	0	30	1	*30*	0	4	1974	5	0	*1983*	0	0	0	2	0	*2*	**3414**
PHF	0.500	0.667	0.875	0.667	0.000	*0.883*	0.000	0.000	0.000	0.682	0.250	*0.682*	0.000	0.500	0.973	0.625	0.000	*0.974*	0.000	0.000	0.000	0.500	0.000	*0.500*	**0.961**
Heavy Vehicle %	0.00%	0.00%	1.61%	0.00%		1.57%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	1.06%	0.00%		1.06%	0.00%	0.00%	0.00%	0.00%		0.00%	**1.26%**

Lapeer Rd					
Total Vehicles On Leg		6662			
Vehicles Entering Intersection	2744	Vehicles Exiting Intersection	3918		
Southbound					
Cars	36	2647	16	10	0
Heavy	0	35	0	0	0
Total	**36**	**2682**	**16**	**10**	**0**
	R	T	L	U-TURN	PED

Starbucks Exit	Total Vehicles on Leg 46	Vehicles Entering Intersection 4	Vehicles Exiting Intersection 42	Eastbound	Cars	Heavy	Total	
					5	0	**5**	PED
					0	0	**0**	U-TURN
					0	0	**0**	L
					0	0	**0**	T
					4	0	**4**	R

Total Volumes

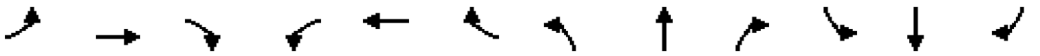
	Cars	Heavy	Total	Westbound	Vehicles Entering Intersection 56	Total Vehicles on Leg 80	Glanworth St
R	53	0	**53**				
T	0	0	**0**				
L	3	0	**3**		Vehicles Exiting Intersection 24		
U-TURN	0	0	**0**				
PED	7	0	**7**				

	PED	U-TURN	L	T	R
Cars	0	0	6	3824	8
Heavy	0	0	0	31	0
Total	**0**	**0**	**6**	**3855**	**8**
Northbound					
Vehicles Entering Intersection	3869		Vehicles Exiting Intersection	2689	
Total Vehicles On Leg			6558		

APPENDIX B: EXISTING CONDITIONS

HCM Signalized Intersection Capacity Analysis
4: S Broadway & Odanah Ave/Driveway

04/27/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	121	0	102	1	0	0	0	849	1	0	1983	0
Future Volume (vph)	121	0	102	1	0	0	0	849	1	0	1983	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6		5.6	5.6				6.1			6.1	
Lane Util. Factor	1.00		1.00	1.00				0.95			0.95	
Frt	1.00		0.85	1.00				1.00			1.00	
Flt Protected	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (prot)	1900		1604	1900				3617			3619	
Flt Permitted	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (perm)	1900		1604	1900				3617			3619	
Peak-hour factor, PHF	0.92	0.92	0.94	0.25	0.92	0.92	0.92	0.94	0.25	0.92	0.96	0.92
Adj. Flow (vph)	132	0	109	4	0	0	0	903	4	0	2066	0
RTOR Reduction (vph)	0	0	23	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	132	0	86	4	0	0	0	907	0	0	2066	0
Heavy Vehicles (%)	0%	2%	6%	0%	2%	2%	2%	5%	2%	2%	5%	2%
Turn Type	Perm		Prot	D.Pm		custom		NA			NA	
Protected Phases			2					1			1	
Permitted Phases	2			2								
Actuated Green, G (s)	21.5		21.5	21.5				86.8			86.8	
Effective Green, g (s)	21.5		21.5	21.5				86.8			86.8	
Actuated g/C Ratio	0.18		0.18	0.18				0.72			0.72	
Clearance Time (s)	5.6		5.6	5.6				6.1			6.1	
Vehicle Extension (s)	3.0		3.0	3.0				3.0			3.0	
Lane Grp Cap (vph)	340		287	340				2616			2617	
v/s Ratio Prot			0.05					0.25			c0.57	
v/s Ratio Perm	c0.07			0.00								
v/c Ratio	0.39		0.30	0.01				0.35			0.79	
Uniform Delay, d1	43.4		42.7	40.5				6.1			10.7	
Progression Factor	1.00		1.00	1.00				1.00			1.00	
Incremental Delay, d2	3.3		2.7	0.1				0.1			1.7	
Delay (s)	46.8		45.4	40.6				6.2			12.4	
Level of Service	D		D	D				A			B	
Approach Delay (s/veh)		46.1			40.6			6.2			12.4	
Approach LOS		D			D			A			B	

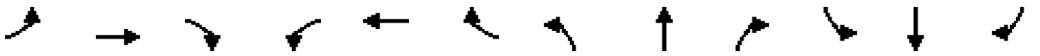
Intersection Summary			
HCM 2000 Control Delay (s/veh)	13.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.71		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	74.5%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	30	846	4	6	2061
Future Volume (Veh/h)	2	30	846	4	6	2061
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	44	910	8	12	2944
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						277
pX, platoon unblocked	0.29					
vC, conflicting volume	2410	459			918	
vC1, stage 1 conf vol	914					
vC2, stage 2 conf vol	1496					
vCu, unblocked vol	968	459			918	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	232	554			752	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	48	607	311	12	1472	1472
Volume Left	4	0	0	12	0	0
Volume Right	44	0	8	0	0	0
cSH	497	1700	1700	752	1700	1700
Volume to Capacity	0.10	0.36	0.18	0.02	0.87	0.87
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.0	0.0	0.0	9.9	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.0	0.0		0.0		
Approach LOS	B					

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	64.1%	ICU Level of Service	C
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
4: Odanah Ave/Driveway 04/27/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	178	0	66	1	0	0	0	2050	0	0	1280	0
Future Volume (vph)	178	0	66	1	0	0	0	2050	0	0	1280	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6		5.6	5.6				6.1			6.1	
Lane Util. Factor	1.00		1.00	1.00				0.95			0.95	
Frt	1.00		0.85	1.00				1.00			1.00	
Flt Protected	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (prot)	1900		1667	1900				3762			3725	
Flt Permitted	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (perm)	1900		1667	1900				3762			3725	
Peak-hour factor, PHF	0.84	0.92	0.83	0.65	0.92	0.25	0.92	0.93	0.92	0.92	0.85	0.92
Adj. Flow (vph)	212	0	80	2	0	0	0	2204	0	0	1506	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	212	0	80	2	0	0	0	2204	0	0	1506	0
Heavy Vehicles (%)	0%	0%	2%	0%	0%	0%	0%	1%	2%	0%	2%	0%
Turn Type	D.Pm		Prot	D.Pm		Prot		NA			NA	
Protected Phases			2			2		1			1	
Permitted Phases	2			2								
Actuated Green, G (s)	21.4		21.4	21.4				86.9			86.9	
Effective Green, g (s)	21.4		21.4	21.4				86.9			86.9	
Actuated g/C Ratio	0.18		0.18	0.18				0.72			0.72	
Clearance Time (s)	5.6		5.6	5.6				6.1			6.1	
Vehicle Extension (s)	3.0		3.0	3.0				3.0			3.0	
Lane Grp Cap (vph)	338		297	338				2724			2697	
v/s Ratio Prot			0.05					c0.59			0.40	
v/s Ratio Perm	c0.11			0.00								
v/c Ratio	0.63		0.27	0.01				0.81			0.56	
Uniform Delay, d1	45.6		42.6	40.6				11.0			7.7	
Progression Factor	1.00		1.00	1.00				1.00			1.00	
Incremental Delay, d2	8.5		2.2	0.0				1.9			0.3	
Delay (s)	54.1		44.8	40.6				12.9			7.9	
Level of Service	D		D	D				B			A	
Approach Delay (s/veh)		51.6			40.6			12.9			7.9	
Approach LOS		D			D			B			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	13.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.77		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	73.0%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	30	1974	5	8	1369
Future Volume (Veh/h)	0	30	1974	5	8	1369
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	0	44	2035	8	12	1556
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						275
pX, platoon unblocked	0.80					
vC, conflicting volume	2841	1022			2043	
vC1, stage 1 conf vol	2039					
vC2, stage 2 conf vol	802					
vCu, unblocked vol	2802	1022			2043	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	81			96	
cM capacity (veh/h)	85	237			280	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	44	1357	686	12	778	778
Volume Left	0	0	0	12	0	0
Volume Right	44	0	8	0	0	0
cSH	237	1700	1700	280	1700	1700
Volume to Capacity	0.19	0.80	0.40	0.04	0.46	0.46
Queue Length 95th (ft)	17	0	0	3	0	0
Control Delay (s/veh)	23.6	0.0	0.0	18.4	0.0	0.0
Lane LOS	C			C		
Approach Delay (s/veh)	23.6	0.0		0.1		
Approach LOS	C					

Intersection Summary				
Average Delay	0.3			
Intersection Capacity Utilization	62.0%	ICU Level of Service		B
Analysis Period (min)	15			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	30	1974	5	8	1369
Future Volume (Veh/h)	0	30	1974	5	8	1369
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	0	44	2035	8	12	1556
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						275
pX, platoon unblocked	0.80					
vC, conflicting volume	2841	1022			2043	
vC1, stage 1 conf vol	2039					
vC2, stage 2 conf vol	802					
vCu, unblocked vol	2802	1022			2043	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	81			96	
cM capacity (veh/h)	85	237			280	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	44	1357	686	12	778	778
Volume Left	0	0	0	12	0	0
Volume Right	44	0	8	0	0	0
cSH	237	1700	1700	280	1700	1700
Volume to Capacity	0.19	0.80	0.40	0.04	0.46	0.46
Queue Length 95th (ft)	17	0	0	3	0	0
Control Delay (s/veh)	23.6	0.0	0.0	18.4	0.0	0.0
Lane LOS	C			C		
Approach Delay (s/veh)	23.6	0.0		0.1		
Approach LOS	C					

Intersection Summary			
Average Delay	0.3		
Intersection Capacity Utilization	62.0%	ICU Level of Service	B
Analysis Period (min)	15		

Intersection: 4: S Broadway & Odanah Ave/Driveway

Movement	EB	EB	NB	NB	SB	SB
Directions Served	L	R	T	TR	T	T
Maximum Queue (ft)	168	179	197	187	200	206
Average Queue (ft)	85	76	107	75	185	167
95th Queue (ft)	151	140	179	158	213	224
Link Distance (ft)	255	255	217	217	179	179
Upstream Blk Time (%)		0	0	0	10	6
Queuing Penalty (veh)		0	0	0	104	59
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 6: S Broadway & Heights Rd

Movement	NB	NB	SB	SB
Directions Served	L	T	T	TR
Maximum Queue (ft)	41	69	392	346
Average Queue (ft)	15	5	120	69
95th Queue (ft)	41	34	278	223
Link Distance (ft)		179	482	482
Upstream Blk Time (%)			0	0
Queuing Penalty (veh)			0	0
Storage Bay Dist (ft)	20			
Storage Blk Time (%)	12			
Queuing Penalty (veh)	51			

Intersection: 7: Glanworth St & S Broadway

Movement	WB	NB	SB
Directions Served	LR	T	L
Maximum Queue (ft)	65	22	31
Average Queue (ft)	24	1	5
95th Queue (ft)	55	12	22
Link Distance (ft)	571	600	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			20
Storage Blk Time (%)			1
Queuing Penalty (veh)			11

Network Summary

Network wide Queuing Penalty: 225

Intersection: 4: Odanah Ave/Driveway

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	L	R	L	T	TR	T	T
Maximum Queue (ft)	258	112	10	226	243	197	195
Average Queue (ft)	128	50	0	212	201	148	112
95th Queue (ft)	224	98	5	246	255	221	196
Link Distance (ft)	255	255	77	215	215	181	181
Upstream Blk Time (%)	1			8	5	3	1
Queuing Penalty (veh)	0			85	54	18	3
Storage Bay Dist (ft)							
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 6: Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	60	202	230	121	91
Average Queue (ft)	35	52	37	27	7
95th Queue (ft)	52	156	153	93	40
Link Distance (ft)		181	181	482	482
Upstream Blk Time (%)		1	1		
Queuing Penalty (veh)		11	8		
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	25	0			
Queuing Penalty (veh)	250	0			

Intersection: 7: S Broadway & Glanworth St

Movement	WB	NB	NB	SB	SB	SB
Directions Served	LR	T	TR	L	T	T
Maximum Queue (ft)	132	325	307	35	44	23
Average Queue (ft)	37	119	70	7	2	1
95th Queue (ft)	107	267	217	27	19	17
Link Distance (ft)	571	600	600		215	215
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)				20		
Storage Blk Time (%)				5		
Queuing Penalty (veh)				37		

Network Summary

Network wide Queuing Penalty: 467

APPENDIX C: BACKGROUND CONDITIONS

HCM Signalized Intersection Capacity Analysis
4: S Broadway & Odanah Ave/Driveway 04/27/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	122	0	102	1	0	0	0	857	1	0	2008	0
Future Volume (vph)	122	0	102	1	0	0	0	857	1	0	2008	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.4		5.4	5.4				6.3			6.3	
Lane Util. Factor	1.00		1.00	1.00				0.95			0.95	
Frt	1.00		0.85	1.00				1.00			1.00	
Flt Protected	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (prot)	1900		1604	1900				3619			3619	
Flt Permitted	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (perm)	1900		1604	1900				3619			3619	
Peak-hour factor, PHF	0.94	0.94	0.94	0.65	0.92	0.92	0.94	0.94	0.94	0.95	0.95	0.95
Growth Factor (vph)	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%
Adj. Flow (vph)	132	0	111	2	0	0	0	930	1	0	2156	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	132	0	111	2	0	0	0	931	0	0	2156	0
Heavy Vehicles (%)	0%	2%	6%	0%	2%	2%	2%	5%	2%	2%	5%	2%
Turn Type	Perm		Prot	Perm		Perm		NA			NA	
Protected Phases			4					2			6	
Permitted Phases	4		4	8		8						
Actuated Green, G (s)	21.6		21.6	21.6				86.7			86.7	
Effective Green, g (s)	21.6		21.6	21.6				86.7			86.7	
Actuated g/C Ratio	0.18		0.18	0.18				0.72			0.72	
Clearance Time (s)	5.4		5.4	5.4				6.3			6.3	
Vehicle Extension (s)	3.0		3.0	3.0				3.0			3.0	
Lane Grp Cap (vph)	342		288	342				2614			2614	
v/s Ratio Prot			0.07					0.26			c0.60	
v/s Ratio Perm	c0.07			0.00								
v/c Ratio	0.39		0.39	0.01				0.36			0.82	
Uniform Delay, d1	43.4		43.4	40.4				6.2			11.4	
Progression Factor	1.00		1.00	1.00				1.00			1.00	
Incremental Delay, d2	3.3		3.9	0.0				0.4			3.1	
Delay (s)	46.6		47.2	40.4				6.6			14.6	
Level of Service	D		D	D				A			B	
Approach Delay (s/veh)		46.9			40.4			6.6			14.6	
Approach LOS		D			D			A			B	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	14.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.74		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	76.3%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	30	854	4	6	2061
Future Volume (Veh/h)	2	30	854	4	6	2061
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	45	937	8	12	3003
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						275
pX, platoon unblocked	0.29					
vC, conflicting volume	2467	473			945	
vC1, stage 1 conf vol	941					
vC2, stage 2 conf vol	1526					
vCu, unblocked vol	1153	473			945	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	223	543			734	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	49	625	320	12	1502	1502
Volume Left	4	0	0	12	0	0
Volume Right	45	0	8	0	0	0
cSH	486	1700	1700	734	1700	1700
Volume to Capacity	0.10	0.37	0.19	0.02	0.88	0.88
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.2	0.0	0.0	10.0	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.2	0.0		0.0		
Approach LOS	B					

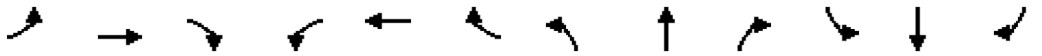
Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	65.2%	ICU Level of Service	C
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	30	854	4	6	2061
Future Volume (Veh/h)	2	30	854	4	6	2061
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	45	937	8	12	3003
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						275
pX, platoon unblocked	0.29					
vC, conflicting volume	2467	473			945	
vC1, stage 1 conf vol	941					
vC2, stage 2 conf vol	1526					
vCu, unblocked vol	1153	473			945	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	223	543			734	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	49	625	320	12	1502	1502
Volume Left	4	0	0	12	0	0
Volume Right	45	0	8	0	0	0
cSH	486	1700	1700	734	1700	1700
Volume to Capacity	0.10	0.37	0.19	0.02	0.88	0.88
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.2	0.0	0.0	10.0	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.2	0.0		0.0		
Approach LOS	B					

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	65.2%	ICU Level of Service	C
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
4: Odanah Ave/Driveway 04/27/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	181	0	66	1	0	0	0	2058	0	0	1297	0
Future Volume (vph)	181	0	66	1	0	0	0	2058	0	0	1297	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6		5.6	5.6				6.1			6.1	
Lane Util. Factor	1.00		1.00	1.00				0.95			0.95	
Frt	1.00		0.85	1.00				1.00			1.00	
Flt Protected	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (prot)	1900		1667	1900				3762			3725	
Flt Permitted	0.95		1.00	0.95				1.00			1.00	
Satd. Flow (perm)	1900		1667	1900				3762			3725	
Peak-hour factor, PHF	0.84	0.92	0.84	0.65	0.92	0.65	0.92	0.93	0.92	0.92	0.85	0.92
Growth Factor (vph)	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%
Adj. Flow (vph)	220	0	80	2	0	0	0	2257	0	0	1556	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	220	0	80	2	0	0	0	2257	0	0	1556	0
Heavy Vehicles (%)	0%	0%	2%	0%	0%	0%	0%	1%	2%	0%	2%	0%
Turn Type	Perm		Perm	Perm		Perm		NA			NA	
Protected Phases								2			6	
Permitted Phases	4		4	8		8						
Actuated Green, G (s)	18.2		18.2	18.2				90.1			90.1	
Effective Green, g (s)	18.2		18.2	18.2				90.1			90.1	
Actuated g/C Ratio	0.15		0.15	0.15				0.75			0.75	
Clearance Time (s)	5.6		5.6	5.6				6.1			6.1	
Vehicle Extension (s)	3.0		3.0	3.0				3.0			3.0	
Lane Grp Cap (vph)	288		252	288				2824			2796	
v/s Ratio Prot								c0.60			0.42	
v/s Ratio Perm	c0.12		0.05	0.00								
v/c Ratio	0.76		0.32	0.01				0.80			0.56	
Uniform Delay, d1	48.8		45.4	43.2				9.3			6.4	
Progression Factor	1.00		1.00	1.00				1.00			1.00	
Incremental Delay, d2	11.4		0.7	0.0				2.5			0.8	
Delay (s)	60.2		46.1	43.2				11.8			7.2	
Level of Service	E		D	D				B			A	
Approach Delay (s/veh)		56.5			43.2			11.8			7.2	
Approach LOS		E			D			B			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	13.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	74.6%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	30	1982	5	8	1369
Future Volume (Veh/h)	0	30	1982	5	8	1369
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	0	45	2084	8	12	1587
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						285
pX, platoon unblocked	0.79					
vC, conflicting volume	2906	1046			2092	
vC1, stage 1 conf vol	2088					
vC2, stage 2 conf vol	818					
vCu, unblocked vol	2880	1046			2092	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	80			96	
cM capacity (veh/h)	80	228			268	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	45	1389	703	12	794	794
Volume Left	0	0	0	12	0	0
Volume Right	45	0	8	0	0	0
cSH	228	1700	1700	268	1700	1700
Volume to Capacity	0.20	0.82	0.41	0.04	0.47	0.47
Queue Length 95th (ft)	18	0	0	4	0	0
Control Delay (s/veh)	24.6	0.0	0.0	19.1	0.0	0.0
Lane LOS	C			C		
Approach Delay (s/veh)	24.6	0.0		0.1		
Approach LOS	C					

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	63.2%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	0	30	1982	5	8	1369
Future Volume (Veh/h)	0	30	1982	5	8	1369
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	0	45	2084	8	12	1587
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						285
pX, platoon unblocked	0.79					
vC, conflicting volume	2906	1046			2092	
vC1, stage 1 conf vol	2088					
vC2, stage 2 conf vol	818					
vCu, unblocked vol	2880	1046			2092	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	80			96	
cM capacity (veh/h)	80	228			268	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	45	1389	703	12	794	794
Volume Left	0	0	0	12	0	0
Volume Right	45	0	8	0	0	0
cSH	228	1700	1700	268	1700	1700
Volume to Capacity	0.20	0.82	0.41	0.04	0.47	0.47
Queue Length 95th (ft)	18	0	0	4	0	0
Control Delay (s/veh)	24.6	0.0	0.0	19.1	0.0	0.0
Lane LOS	C			C		
Approach Delay (s/veh)	24.6	0.0		0.1		
Approach LOS	C					

Intersection Summary				
Average Delay	0.4			
Intersection Capacity Utilization	63.2%	ICU Level of Service	B	
Analysis Period (min)	15			

Intersection: 4: S Broadway & Odanah Ave/Driveway

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	L	R	L	T	TR	T	T
Maximum Queue (ft)	169	158	15	214	196	205	219
Average Queue (ft)	90	79	1	112	79	188	172
95th Queue (ft)	155	142	7	188	167	206	223
Link Distance (ft)	255	255	77	216	216	181	181
Upstream Blk Time (%)				0	0	11	7
Queuing Penalty (veh)				1	0	118	76
Storage Bay Dist (ft)							
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 6: S Broadway & Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	41	66	46	389	366
Average Queue (ft)	16	3	2	151	106
95th Queue (ft)	40	30	24	344	314
Link Distance (ft)		181	181	482	482
Upstream Blk Time (%)				1	0
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	16				
Queuing Penalty (veh)	72				

Intersection: 7: Glanworth St & S Broadway

Movement	WB	NB	SB	SB	SB
Directions Served	LR	T	L	T	T
Maximum Queue (ft)	113	46	27	96	74
Average Queue (ft)	33	3	4	4	3
95th Queue (ft)	127	24	20	50	38
Link Distance (ft)	559	599		216	216
Upstream Blk Time (%)				0	0
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)			20		
Storage Blk Time (%)			1		
Queuing Penalty (veh)			7		

Network Summary

Network wide Queuing Penalty: 275

Intersection: 4: Odanah Ave/Driveway

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	L	R	L	T	TR	T	T
Maximum Queue (ft)	256	117	6	254	259	197	197
Average Queue (ft)	127	49	0	226	216	157	119
95th Queue (ft)	213	93	5	262	271	216	201
Link Distance (ft)	447	447	117	227	227	178	178
Upstream Blk Time (%)				8	5	3	1
Queuing Penalty (veh)				85	56	21	5
Storage Bay Dist (ft)							
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 6: Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	51	194	195	162	100
Average Queue (ft)	34	53	37	31	8
95th Queue (ft)	53	152	143	100	45
Link Distance (ft)		178	178	482	482
Upstream Blk Time (%)		1	0		
Queuing Penalty (veh)		6	2		
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	27	0			
Queuing Penalty (veh)	277	0			

Intersection: 7: S Broadway & Glanworth St

Movement	WB	NB	NB	SB	SB	SB
Directions Served	LR	T	TR	L	T	T
Maximum Queue (ft)	121	343	272	34	33	8
Average Queue (ft)	34	122	72	7	2	0
95th Queue (ft)	93	270	213	27	19	6
Link Distance (ft)	373	599	599		227	227
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)				20		
Storage Blk Time (%)				6		
Queuing Penalty (veh)				41		

Network Summary

Network wide Queuing Penalty: 493

APPENDIX D: BUILD CONDITIONS

HCM Signalized Intersection Capacity Analysis
4: S Broadway & Odanah Ave/Driveway

04/27/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	125	2	104	25	0	9	0	874	5	14	2048	0
Future Volume (vph)	125	2	104	25	0	9	0	874	5	14	2048	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Lane Util. Factor	1.00	1.00		1.00		1.00		0.95		1.00	0.95	
Frt	1.00	0.85		1.00		0.85		1.00		1.00	1.00	
Flt Protected	0.95	1.00		0.95		1.00		1.00		0.95	1.00	
Satd. Flow (prot)	1900	1609		1863		1667		3617		1863	3619	
Flt Permitted	0.95	1.00		0.65		1.00		1.00		0.28	1.00	
Satd. Flow (perm)	1900	1609		1279		1667		3617		556	3619	
Peak-hour factor, PHF	0.94	0.94	0.94	0.92	0.92	0.92	0.92	0.94	0.94	0.95	0.95	0.92
Adj. Flow (vph)	133	2	111	27	0	10	0	930	5	15	2156	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	133	113	0	27	0	10	0	935	0	15	2156	0
Heavy Vehicles (%)	0%	6%	6%	2%	2%	2%	2%	5%	2%	2%	5%	2%
Turn Type	Perm	NA		Perm		Perm		NA		Perm	NA	
Protected Phases		4						2			6	
Permitted Phases	4			8		8				6		
Actuated Green, G (s)	21.4	21.4		21.4		21.4		86.9		86.9	86.9	
Effective Green, g (s)	21.4	21.4		21.4		21.4		86.9		86.9	86.9	
Actuated g/C Ratio	0.18	0.18		0.18		0.18		0.72		0.72	0.72	
Clearance Time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Vehicle Extension (s)	3.0	3.0		3.0		3.0		3.0		3.0	3.0	
Lane Grp Cap (vph)	338	286		228		297		2619		402	2620	
v/s Ratio Prot		c0.07						0.26			c0.60	
v/s Ratio Perm	0.07			0.02		0.01				0.03		
v/c Ratio	0.39	0.40		0.12		0.03		0.36		0.04	0.82	
Uniform Delay, d1	43.6	43.6		41.4		40.8		6.2		4.7	11.3	
Progression Factor	1.00	1.00		1.00		1.00		1.00		1.00	1.00	
Incremental Delay, d2	0.8	0.9		1.1		0.2		0.4		0.2	3.1	
Delay (s)	44.3	44.5		42.4		41.0		6.5		4.9	14.4	
Level of Service	D	D		D		D		A		A	B	
Approach Delay (s/veh)		44.4			42.0			6.5			14.3	
Approach LOS		D			D			A			B	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	14.6	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.74		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	76.8%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	31	868	5	6	2127
Future Volume (Veh/h)	2	31	868	5	6	2127
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	46	933	10	12	3039
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						289
pX, platoon unblocked	0.36					
vC, conflicting volume	2482	472			943	
vC1, stage 1 conf vol	938					
vC2, stage 2 conf vol	1544					
vCu, unblocked vol	1567	472			943	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	243	544			736	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	50	622	321	12	1520	1520
Volume Left	4	0	0	12	0	0
Volume Right	46	0	10	0	0	0
cSH	495	1700	1700	736	1700	1700
Volume to Capacity	0.10	0.37	0.19	0.02	0.89	0.89
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.1	0.0	0.0	10.0	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.1	0.0		0.0		
Approach LOS	B					

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	31	868	5	6	2127
Future Volume (Veh/h)	2	31	868	5	6	2127
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	46	933	10	12	3039
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						289
pX, platoon unblocked	0.36					
vC, conflicting volume	2482	472			943	
vC1, stage 1 conf vol	938					
vC2, stage 2 conf vol	1544					
vCu, unblocked vol	1567	472			943	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	243	544			736	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	50	622	321	12	1520	1520
Volume Left	4	0	0	12	0	0
Volume Right	46	0	10	0	0	0
cSH	495	1700	1700	736	1700	1700
Volume to Capacity	0.10	0.37	0.19	0.02	0.89	0.89
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.1	0.0	0.0	10.0	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.1	0.0		0.0		
Approach LOS	B					

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
4: Odanah Ave/Driveway 04/27/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	182	4	67	18	0	28	0	2124	33	23	1323	0
Future Volume (vph)	182	4	67	18	0	28	0	2124	33	23	1323	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Lane Util. Factor	1.00	1.00		1.00		1.00		0.95		1.00	0.95	
Frt	1.00	0.86		1.00		0.85		1.00		1.00	1.00	
Flt Protected	0.95	1.00		0.95		1.00		1.00		0.95	1.00	
Satd. Flow (prot)	1900	1684		1900		1700		3753		1900	3725	
Flt Permitted	0.95	1.00		0.70		1.00		1.00		0.04	1.00	
Satd. Flow (perm)	1900	1684		1404		1700		3753		89	3725	
Peak-hour factor, PHF	0.84	0.83	0.84	0.65	0.92	0.65	0.92	0.93	0.92	0.85	0.85	0.92
Adj. Flow (vph)	217	5	80	28	0	43	0	2284	36	27	1556	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	217	85	0	28	0	43	0	2320	0	27	1556	0
Heavy Vehicles (%)	0%	2%	2%	0%	0%	0%	0%	1%	2%	0%	2%	0%
Turn Type	Perm	NA		Perm		Perm		NA		Perm	NA	
Protected Phases		4						2			6	
Permitted Phases	4			8		8				6		
Actuated Green, G (s)	18.1	18.1		18.1		18.1		90.2		90.2	90.2	
Effective Green, g (s)	18.1	18.1		18.1		18.1		90.2		90.2	90.2	
Actuated g/C Ratio	0.15	0.15		0.15		0.15		0.75		0.75	0.75	
Clearance Time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Vehicle Extension (s)	3.0	3.0		3.0		3.0		3.0		3.0	3.0	
Lane Grp Cap (vph)	286	254		211		256		2821		66	2799	
v/s Ratio Prot		0.05						c0.62			0.42	
v/s Ratio Perm	c0.11			0.02		0.03				0.30		
v/c Ratio	0.76	0.33		0.13		0.17		0.82		0.41	0.56	
Uniform Delay, d1	48.9	45.6		44.1		44.4		9.7		5.3	6.4	
Progression Factor	1.00	1.00		1.00		1.00		1.00		1.00	1.00	
Incremental Delay, d2	11.0	0.8		0.3		0.3		2.9		17.7	0.8	
Delay (s)	59.8	46.3		44.4		44.7		12.5		23.0	7.2	
Level of Service	E	D		D		D		B		C	A	
Approach Delay (s/veh)		56.0			44.6			12.5			7.4	
Approach LOS		E			D			B			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	14.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.81		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	84.9%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	31	2046	6	8	1414
Future Volume (Veh/h)	1	31	2046	6	8	1414
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	1	46	2109	10	12	1607
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						294
pX, platoon unblocked	0.76					
vC, conflicting volume	2942	1060			2119	
vC1, stage 1 conf vol	2114					
vC2, stage 2 conf vol	828					
vCu, unblocked vol	2923	1060			2119	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	79			95	
cM capacity (veh/h)	78	224			261	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	47	1406	713	12	804	804
Volume Left	1	0	0	12	0	0
Volume Right	46	0	10	0	0	0
cSH	215	1700	1700	261	1700	1700
Volume to Capacity	0.22	0.83	0.42	0.05	0.47	0.47
Queue Length 95th (ft)	20	0	0	4	0	0
Control Delay (s/veh)	26.3	0.0	0.0	19.4	0.0	0.0
Lane LOS	D			C		
Approach Delay (s/veh)	26.3	0.0		0.1		
Approach LOS	D					

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	63.9%	ICU Level of Service	B
Analysis Period (min)	15		

Intersection: 4: S Broadway & Odanah Ave/Driveway

Movement	EB	EB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	R	T	TR	L	T	T
Maximum Queue (ft)	173	146	66	44	224	212	53	209	212
Average Queue (ft)	100	69	21	9	115	78	9	184	172
95th Queue (ft)	169	126	55	33	196	167	37	209	223
Link Distance (ft)	496	496	167	167	228	228		176	176
Upstream Blk Time (%)					0	0		13	10
Queuing Penalty (veh)					1	0		140	103
Storage Bay Dist (ft)							50		
Storage Blk Time (%)							0	25	
Queuing Penalty (veh)							0	4	

Intersection: 6: S Broadway & Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	40	89	16	454	434
Average Queue (ft)	17	8	1	210	155
95th Queue (ft)	43	47	11	466	414
Link Distance (ft)		176	176	482	482
Upstream Blk Time (%)				3	2
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	18				
Queuing Penalty (veh)	78				

Intersection: 7: Glanworth St & S Broadway

Movement	WB	NB	NB	SB	SB	SB
Directions Served	LR	T	TR	L	T	T
Maximum Queue (ft)	86	34	22	25	44	134
Average Queue (ft)	25	2	1	3	3	6
95th Queue (ft)	75	21	16	19	41	55
Link Distance (ft)	601	599	599		228	228
Upstream Blk Time (%)					0	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)				20		
Storage Blk Time (%)				0		
Queuing Penalty (veh)				4		

Network Summary

Network wide Queuing Penalty: 330

Intersection: 4: Odanah Ave/Driveway

Movement	EB	EB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	R	T	TR	L	T	T
Maximum Queue (ft)	258	86	64	154	260	264	74	185	196
Average Queue (ft)	153	37	16	29	231	220	21	147	123
95th Queue (ft)	259	74	47	114	280	286	57	206	198
Link Distance (ft)	248	248	170	170	235	235		171	171
Upstream Blk Time (%)	3			0	10	7		5	2
Queuing Penalty (veh)	0			0	103	78		31	14
Storage Bay Dist (ft)							50		
Storage Blk Time (%)							6	18	
Queuing Penalty (veh)							45	4	

Intersection: 6: Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	52	186	212	402	352
Average Queue (ft)	35	51	33	58	28
95th Queue (ft)	52	149	138	210	158
Link Distance (ft)		171	171	477	477
Upstream Blk Time (%)		1	1	0	0
Queuing Penalty (veh)		7	6	0	0
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	27	0			
Queuing Penalty (veh)	280	0			

Intersection: 7: S Broadway & Glanworth St

Movement	WB	NB	NB	SB	SB	SB
Directions Served	LR	T	TR	L	T	T
Maximum Queue (ft)	150	520	476	38	89	47
Average Queue (ft)	39	156	118	8	4	2
95th Queue (ft)	108	401	342	30	40	28
Link Distance (ft)	563	598	598		235	235
Upstream Blk Time (%)		1	0		0	
Queuing Penalty (veh)		0	0		0	
Storage Bay Dist (ft)				20		
Storage Blk Time (%)				7		
Queuing Penalty (veh)				49		

Network Summary

Network wide Queuing Penalty: 617

APPENDIX E: TRAFFIC CRASH DATA

Crash Detail for 1/1/2020 - 12/31/2024

Criteria: WHERE A.AGENCY_ID = 14 AND A.GeoCoords.STIntersects (GEOMETRY::STGeomFromWKB(GEOGRAPHY::STPointFromText('POINT(-83.2390854974089

#1 **Location:** S LAPEER (6.73) 16 feet Nof GLANWORTH **Crash ID:** 2200217

Date: 01/18/2021 **Day:** Mon **Hour:** 4pm **Weather:** rain **Roadway:** wet **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** angle

CVT: Orion Twp **Area:** w/i intersection **HBD:** N **Drugs:** N **Complaint #:** 210011086

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	NW	right turn	veh in transpt	none	none	none	failed to yield	car	lftfront
2	NE	change lanes	veh in transpt	none	none	none	none	car	ctrfront

UD10: 2200217

#2 **Location:** GLANWORTH (0.004) 22 feet Eof W LAPEER RD **Crash ID:** 2420806

Date: 10/18/2021 **Day:** Mon **Hour:** 10a **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 210216827

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	W	backing	veh in transpt	none	none	none	imprp backing	car	ctrrear
2	W	stop on road	veh in transpt	none	none	none	none	car	ctrfront

UD10: 2420806

#3 **Location:** NB LAPEER (6.732) 26 feet Nof GLANWORTH **Crash ID:** 2524812

Date: 01/30/2022 **Day:** Sun **Hour:** 1pm **Weather:** cloudy **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220020832

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	change lanes	veh in transpt	none	none	none	unable to stop	car	rtfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	lftrear

UD10: 2524812

#4 **Location:** S LAPEER (6.734) 37 feet Sof ODANAH RD **Crash ID:** 2574622

Date: 04/19/2022 **Day:** Tue **Hour:** 6pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 220082076

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2574622

#5 **Location:** S LAPEER (6.718) 48 feet Sof GLANWORTH ST **Crash ID:** 2625846

Date: 06/21/2022 **Day:** Tue **Hour:** 2pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 1 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220135056

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	cross ctrline	none	none	none	failed to yield	car	lftfront
2	S	stop on road	veh in transpt	none	none	none	none	car	rtside

UD10: 2625846

#6 **Location:** S LAPEER (6.734) 37 feet Nof GLANWORTH **Crash ID:** 2794676

Date: 01/02/2023 **Day:** Mon **Hour:** 1pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 230001060

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	lftfront
2	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2794676

#7 **Location:** GLANWORTH (0.005) 26 feet Eof LAPEER **Crash ID:** 2943565

Date: 07/07/2023 **Day:** Fri **Hour:** 11p **Weather:** clear **Roadway:** dry **Llght:** dark/unltd

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 0 **How:** single

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 230167511

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	go straight	pedestrian	none	none	none	unknown	uncoded	none
2	E	playing in rdwy	veh in transpt	none	none	none	none	uncoded	none

UD10: 2943565

#8 **Location:** S LAPEER (6.73) 16 feet Sof HEIGHTS RD **Crash ID:** 2972540

Date: 08/16/2023 **Day:** Wed **Hour:** 4pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** driveway **HBD:** N **Drugs:** N **Complaint #:** 230204034

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	right turn	veh in transpt	none	none	none	carels driving	car	lftfront
2	SW	go straight	veh in transpt	none	none	none	none	car	rtrear

UD10: 2972540

#9 **Location:** S LAPEER (6.726) 5 feet Sof GLANWORTH ST **Crash ID:** 3024052

Date: 10/14/2023 **Day:** Sat **Hour:** 5pm **Weather:** cloudy **Roadway:** wet **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 4 **How:** angle

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 230258668

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	W	left turn	veh in transpt	none	none	none	failed to yield	car	rtfront
2	N	go straight	veh in transpt	none	none	none	none	car	rtside

UD10: 3024052

#10 **Location:** S LAPEER (6.725) 10 feet Sof GLANWORTH **Crash ID:** 3080103

Date: 12/06/2023 **Day:** Wed **Hour:** 9am **Weather:** cloudy **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** angle

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 230306393

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	right turn	veh in transpt	none	none	none	failed to yield	car	lftrear
2	S	go straight	veh in transpt	none	none	none	none	truck/bus	rtfront

UD10: 3080103

Crash Type

Count	Type
0	uncoded
1	single
0	head-on
0	head-on/lt
3	angle
6	rr-end
0	rr-end/lt
0	rr-end/rt
0	ss-same
0	ss-opp
0	back
0	other
0	unknown
Totals	10

Lighting Conditions

Count	Type
0	uncoded
9	day
0	dawn
0	dusk
0	dark/ltd
1	dark/unltd
0	other
0	unknown
Totals	10

Weather Conditions

Count	Type
0	uncoded
5	clear
4	cloudy
0	fog
1	rain
0	snow
0	wind
0	sleet/hail
0	blowing snow
0	blowing sand
0	smoke
0	unknown
Totals	10

Road Condition

Count	Type
0	uncoded
8	dry
2	wet
0	ice
0	snow
0	mud
0	slush
0	debris
0	water
0	sand
0	oily
0	other
0	unknown
Totals	10

Crashes by Month

Count	Type
3	January
0	February
0	March
1	April
0	May
1	June
1	July
1	August
0	September
2	October
0	November
1	December
Totals	10

Hazardous Action

Count	Type
10	none
0	speeding
0	spd too slow
4	failed to yield
0	disrgd traffic cntrl
0	wrong way
0	left of center
0	imprp passing
0	imprp lane use
0	imprp turn
0	imprp/no signal
1	imprp backing
3	unable to stop
0	other
1	unknown
0	reckls driving
1	carels driving
Totals	20

Unit Type

Count	Type
0	Bicyclist
0	Engineer
19	Vehicle
1	Pedestrian
Totals	20

Crashes by Year

Count	Type
2	2021
3	2022
5	2023
Totals	10

Crash Severity

	Fatal	A	B	C	No Injy	Total
Persons	0	0	1	1	0	2
Crashes	0	0	1	1	8	10

Alcohol in Crashes

	Fatal	A	B	C	PDO	Total
Drinking	0	0	0	0	0	0
Not Drinking	0	0	1	1	8	10
Totals	0	0	1	1	8	10

Crashes per Hour by Day

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
12a-1a	0	0	0	0	0	0	0	0
1a-2a	0	0	0	0	0	0	0	0
2a-3a	0	0	0	0	0	0	0	0
3a-4a	0	0	0	0	0	0	0	0
4a-5a	0	0	0	0	0	0	0	0
5a-6a	0	0	0	0	0	0	0	0
6a-7a	0	0	0	0	0	0	0	0
7a-8a	0	0	0	0	0	0	0	0
8a-9a	0	0	0	0	0	0	0	0
9a-10a	0	0	0	1	0	0	0	1
10a-11a	0	1	0	0	0	0	0	1
11a-12p	0	0	0	0	0	0	0	0
12p-1p	0	0	0	0	0	0	0	0
1p-2p	1	1	0	0	0	0	0	2
2p-3p	0	0	1	0	0	0	0	1
3p-4p	0	0	0	0	0	0	0	0
4p-5p	0	1	0	1	0	0	0	2
5p-6p	0	0	0	0	0	0	1	1
6p-7p	0	0	1	0	0	0	0	1
7p-8p	0	0	0	0	0	0	0	0
8p-9p	0	0	0	0	0	0	0	0
9p-10p	0	0	0	0	0	0	0	0
10p-11p	0	0	0	0	0	0	0	0
11p-12a	0	0	0	0	0	1	0	1
Totals	1	3	2	2	0	1	1	10

Crash Detail for 1/1/2020 - 12/31/2024

Criteria: WHERE A.AGENCY_ID = 14 AND A.GeoCoords.STIntersects (GEOMETRY::STGeomFromWKB(GEOGRAPHY::STPointFromText('POINT(83.2391956278812 4

#1 **Location:** S BROADWAY 9M-240 (6.839) 74 feet Sof HEIGHTS RD **Crash ID:** 2009736

Date: 02/09/2020 **Day:** Sun **Hour:** 12p **Weather:** cloudy **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 8 **How:** ss-same

CVT: Lake Orion **Area:** driveway **HBD:** N **Drugs:** N **Complaint #:** 200000523

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	change lanes	veh in transpt	none	none	none	unknown	car	rtrear
2	S	change lanes	veh in transpt	none	none	none	unknown	car	lftfront

UD10: 2009736

#2 **Location:** S LAPEER (6.821) 21 feet Sof HEIGHTS RD **Crash ID:** 1972621

Date: 02/14/2020 **Day:** Fri **Hour:** 5pm **Weather:** cloudy **Roadway:** dry **LIght:** dusk

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 2 **How:** head-on

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200032598

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	other	car	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	pickup	ctrfront

UD10: 1972621

#3 **Location:** S BROADWAY (6.833) 42 feet Nof HEIGHTS RD **Crash ID:** 1982838

Date: 03/04/2020 **Day:** Wed **Hour:** 4pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 2 **Injy 0:** 2 **How:** rr-end

CVT: Lake Orion **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200046066

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 1982838

#4 **Location:** S LAPEER (6.826) 5 feet Nof HEIGHTS RD **Crash ID:** 2021409

Date: 05/29/2020 **Day:** Fri **Hour:** 7pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 1 **How:** ss-same

CVT: Lake Orion **Area:** w/i intersection **HBD:** N **Drugs:** N **Complaint #:** 200108587

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	passing	veh in transpt	none	none	none	imprp passing	motorcycle	lftside
2	S	right turn	veh in transpt	none	none	none	none	car	rtside

UD10: 2021409

#5 **Location:** LAPEER (6.819) 32 feet Sof HEIGHTS RD **Crash ID:** 2069517

Date: 08/04/2020 **Day:** Tue **Hour:** 2pm **Weather:** rain **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200156063

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	slow/stop on rd	veh in transpt	none	none	none	unable to stop	pickup	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	pickup	ctrrear

UD10: 2069517

#6 **Location:** S LAPEER (6.816) 50 feet Sof HEIGHTS RD **Crash ID:** 2164741

Date: 12/03/2020 **Day:** Thu **Hour:** 4pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 1 **Injy 0:** 1 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 200240626

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2164741

#7 **Location:** S LAPEER (6.829) 21 feet Nof HEIGHTS RD **Crash ID:** 2273253

Date: 05/03/2021 **Day:** Mon **Hour:** 3pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 1 **How:** rr-end

CVT: Orion Twp **Area:** w/i intersection **HBD:** N **Drugs:** N **Complaint #:** 210086820

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	stop on road	veh in transpt	none	none	none	none	car	rtrear
2	S	go straight	veh in transpt	none	none	none	unknown	car	none

UD10: 2273253

#8 **Location:** S BROADWAY (6.84) 79 feet Nof HEIGHTS RD **Crash ID:** 2334616

Date: 07/21/2021 **Day:** Wed **Hour:** 5pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 210003220

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2334616

#9 **Location:** S LAPEER (6.827) 10 feet Nof HEIGHTS RD **Crash ID:** 2408171

Date: 10/10/2021 **Day:** Sun **Hour:** 4pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210210923

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2408171

#10 **Location:** S LAPEER (6.827) 10 feet Nof HEIGHTS RD **Crash ID:** 2429956

Date: 10/26/2021 **Day:** Tue **Hour:** 5pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end/rt

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210223488

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	SW	right turn	veh in transpt	none	none	none	none	car	rtrear

UD10: 2429956

#11 **Location:** S BROADWAY (6.844) 100 feet Nof HEIGHTS RD **Crash ID:** 2420838

Date: 10/27/2021 **Day:** Wed **Hour:** 1am **Weather:** clear **Roadway:** dry **Llght:** dark/ltd

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** single

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 210004855

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	animal	none	none	none	none	car	lftfront

UD10: 2420838

#12 **Location:** S BROADWAY (6.844) 100 feet Nof HEIGHTS RD **Crash ID:** 2571651

Date: 04/13/2022 **Day:** Wed **Hour:** 3pm **Weather:** rain **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 4 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220001510

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear
3	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2571651

#13 **Location:** SB S BROADWAY (6.829) 21 feet Nof HEIGHTS RD **Crash ID:** 2641952

Date: 07/15/2022 **Day:** Fri **Hour:** 5pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Lake Orion **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220002883

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	pickup	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2641952

#14 **Location:** SB LAPEER (6.81) 79 feet Sof N HEIGHTS RD **Crash ID:** 2659694

Date: 08/09/2022 **Day:** Tue **Hour:** 11a **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** ss-same

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220003249

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unknown	pickup	lftfront
2	S	go straight	veh in transpt	none	none	none	unknown	car	rtrear

UD10: 2659694

#15 **Location:** LAPEER (6.827) 10 feet Eof E HEIGHTS RD RD **Crash ID:** 2702360

Date: 09/26/2022 **Day:** Mon **Hour:** 8am **Weather:** rain **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 220216086

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	go straight	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2702360

#16 **Location:** LAPEER (6.811) 75 feet Sof HEIGHTS RD **Crash ID:** 2704994

Date: 10/02/2022 **Day:** Sun **Hour:** 2pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** other

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 220221027

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	cargo fall	none	none	none	none	car	ctrfront
2	S	go straight	equip fail	none	none	none	other	car	none

UD10: 2704994

#17 **Location:** SB S BROADWAY (6.844) 100 feet Nof W HEIGHTS RD **Crash ID:** 2860007

Date: 03/23/2023 **Day:** Thu **Hour:** 8am **Weather:** rain **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 230001137

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	pickup	ctrfront
2	S	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2860007

#18 **Location:** S BROADWAY (6.839) 74 feet Sof CONVERSE CT **Crash ID:** 2885522

Date: 05/01/2023 **Day:** Mon **Hour:** 4pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** angle

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 230001694

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	imprp lane use	pickup	lftfront
2	W	go straight	veh in transpt	none	none	none	none	car	rtside

UD10: 2885522

#19 **Location:** BROADWAY (6.842) 90 feet Nof HEIGHTS RD **Crash ID:** 2972567

Date: 08/19/2023 **Day:** Sat **Hour:** 9am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 4 **How:** single

CVT: Orion Twp **Area:** inter driveway **HBD:** N **Drugs:** N **Complaint #:** 230206648

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	avoid veh-ft/bk	curb	none	none	none	none	car	rtfront

UD10: 2972567

#20 **Location:** S LAPEER (6.844) 100 feet Nof HEIGHTS ROAD **Crash ID:** 3105982

Date: 01/10/2024 **Day:** Wed **Hour:** 4pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 1 **How:** rr-end

CVT: Lake Orion **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 240008668

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3105982

#21 **Location:** HEIGHTS (2.057) 45 feet Wof S LAPEER RD **Crash ID:** 3107485

Date: 01/12/2024 **Day:** Fri **Hour:** 4pm **Weather:** blowing snow **Roadway:** slush **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end/lt

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 240010656

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	go straight	loss of control	none	none	none	unable to stop	truck/bus	rtfront
2	E	stop on road	veh in transpt	none	none	none	none	truck/bus	ctrrear

UD10: 3107485

#22 **Location:** S LAPEER (6.822) 15 feet Sof HEIGHTS RD **Crash ID:** 3124310

Date: 02/02/2024 **Day:** Fri **Hour:** 3pm **Weather:** cloudy **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 4 **How:** rr-end

CVT: Orion Twp **Area:** w/i intersection **HBD:** N **Drugs:** N **Complaint #:** 240029679

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	multiple
3	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3124310

#23 **Location:** LAPEER (6.825) 0 feet Xof HEIGHTS RD **Crash ID:** 3152972

Date: 03/12/2024 **Day:** Tue **Hour:** 4pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Lake Orion **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 240065456

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	go straight	veh in transpt	none	none	none	none	pickup	ctrrear

UD10: 3152972

#24 **Location:** S BROADWAY (6.829) 20 feet Nof HEIGHTS RD **Crash ID:** 3288982

Date: 09/03/2024 **Day:** Tue **Hour:** 4pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 4 **How:** rr-end

CVT: Lake Orion **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 240002070

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	none
2	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3288982

#25 **Location:** LAPEER (6.816) 50 feet Sof HEIGHTS RD **Crash ID:** 3390438

Date: 12/08/2024 **Day:** Sun **Hour:** 12p **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** angle

CVT: Orion Twp **Area:** inter driveway **HBD:** N **Drugs:** N **Complaint #:** 240302324

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	right turn	veh in transpt	none	none	none	failed to yield	car	ctrfront
2	S	go straight	veh in transpt	none	none	none	none	car	rtside

UD10: 3390438

Crash Type

Count	Type
0	uncoded
2	single
1	head-on
0	head-on/lt
2	angle
14	rr-end
1	rr-end/lt
1	rr-end/rt
3	ss-same
0	ss-opp
0	back
1	other
0	unknown
Totals	25

Lighting Conditions

Count	Type
0	uncoded
23	day
0	dawn
1	dusk
1	dark/ltd
0	dark/unltd
0	other
0	unknown
Totals	25

Weather Conditions

Count	Type
0	uncoded
12	clear
8	cloudy
0	fog
4	rain
0	snow
0	wind
0	sleet/hail
1	blowing snow
0	blowing sand
0	smoke
0	unknown
Totals	25

Road Condition

Count	Type
0	uncoded
20	dry
4	wet
0	ice
0	snow
0	mud
1	slush
0	debris
0	water
0	sand
0	oily
0	other
0	unknown
Totals	25

Crashes by Month

Count	Type
2	January
3	February
3	March
1	April
3	May
0	June
2	July
3	August
2	September
4	October
0	November
2	December
Totals	25

Hazardous Action

Count	Type
25	none
0	speeding
0	spd too slow
1	failed to yield
0	disrgd traffic cntrl
0	wrong way
0	left of center
1	imprp passing
1	imprp lane use
0	imprp turn
0	imprp/no signal
0	imprp backing
15	unable to stop
2	other
5	unknown
0	reckls driving
0	carels driving
Totals	50

Unit Type

Count	Type
0	Bicyclist
0	Engineer
50	Vehicle
0	Pedestrian
Totals	50

Crashes by Year

Count	Type
6	2020
5	2021
5	2022
3	2023
6	2024
Totals	25

Crash Severity

	Fatal	A	B	C	No Injy	Total
Persons	0	0	3	3	0	6
Crashes	0	0	3	2	20	25

Alcohol in Crashes

	Fatal	A	B	C	PDO	Total
Drinking	0	0	0	0	0	0
Not Drinking	0	0	3	2	20	25
Totals	0	0	3	2	20	25

Crashes per Hour by Day

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
12a-1a	0	0	0	0	0	0	0	0
1a-2a	0	0	0	1	0	0	0	1
2a-3a	0	0	0	0	0	0	0	0
3a-4a	0	0	0	0	0	0	0	0
4a-5a	0	0	0	0	0	0	0	0
5a-6a	0	0	0	0	0	0	0	0
6a-7a	0	0	0	0	0	0	0	0
7a-8a	0	0	0	0	0	0	0	0
8a-9a	0	1	0	0	1	0	0	2
9a-10a	0	0	0	0	0	0	1	1
10a-11a	0	0	0	0	0	0	0	0
11a-12p	0	0	1	0	0	0	0	1
12p-1p	2	0	0	0	0	0	0	2
1p-2p	0	0	0	0	0	0	0	0
2p-3p	1	0	1	0	0	0	0	2
3p-4p	0	1	0	1	0	1	0	3
4p-5p	1	1	2	2	1	1	0	8
5p-6p	0	0	1	1	0	2	0	4
6p-7p	0	0	0	0	0	0	0	0
7p-8p	0	0	0	0	0	1	0	1
8p-9p	0	0	0	0	0	0	0	0
9p-10p	0	0	0	0	0	0	0	0
10p-11p	0	0	0	0	0	0	0	0
11p-12a	0	0	0	0	0	0	0	0
Totals	4	3	5	5	2	5	1	25

Crash Detail for 1/1/2020 - 12/31/2024

Criteria: WHERE A.AGENCY_ID = 14 AND A.GeoCoords.STIntersects (GEOMETRY::STGeomFromWKB(GEOGRAPHY::STPointFromText('POINT(-83.2391427543014

#1 **Location:** S LAPEER (6.775) 32 feet Sof ODANAH **Crash ID:** 1932845

Date: 01/07/2020 **Day:** Tue **Hour:** 5pm **Weather:** clear **Roadway:** dry **LIght:** dark/ltd

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200004501

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 1932845

#2 **Location:** S LAPEER (6.772) 48 feet Sof ODANAH **Crash ID:** 2008664

Date: 05/09/2020 **Day:** Sat **Hour:** 3pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 1 **Injy 0:** 3 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 200094013

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	go straight	veh in transpt	none	none	none	none	car	ctrrear
3	S	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2008664

#3 **Location:** LAPEER (6.775) 32 feet Sof ODANAH ST **Crash ID:** 2022619

Date: 06/02/2020 **Day:** Tue **Hour:** 12p **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 2 **Injy 0:** 1 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200111158

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2022619

#4 **Location:** ODANAH (0.219) 0 feet Nof S LAPEER RD **Crash ID:** 2079569

Date: 08/19/2020 **Day:** Wed **Hour:** 3pm **Weather:** clear **Roadway:** dry **LIght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 2 **Injy C:** 0 **Injy 0:** 0 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 200167197

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2079569

#5 **Location:** LAPEER (6.783) 10 feet Nof ODANAH ST **Crash ID:** 2102649

Date: 09/16/2020 **Day:** Wed **Hour:** 7am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 200186557

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2102649

#6 **Location:** LAPEER (6.787) 32 feet Nof ODANAH ST **Crash ID:** 2205811

Date: 01/26/2021 **Day:** Tue **Hour:** 8am **Weather:** snow **Roadway:** snow **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210016414

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	pickup	ctrrear

UD10: 2205811

#7 **Location:** S LAPEER (6.785) 21 feet Nof ODANAH **Crash ID:** 2239377

Date: 03/12/2021 **Day:** Fri **Hour:** 8pm **Weather:** clear **Roadway:** dry **Llght:** dark/unltd

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 3 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** Y **Drugs:** N **Complaint #:** 210049412

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	pickup	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2239377

#8 **Location:** ODANAH (0.211) 42 feet Wof S LAPEER RD **Crash ID:** 2316659

Date: 06/22/2021 **Day:** Tue **Hour:** 8pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** Y **Drugs:** N **Complaint #:** 210125921

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	E	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2316659

#9 **Location:** S LAPEER (6.785) 21 feet Nof ODANAH AVE **Crash ID:** 2378761

Date: 09/08/2021 **Day:** Wed **Hour:** 8am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210186140

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2378761

#10 **Location:** S LAPEER (6.787) 30 feet Nof ODANAH **Crash ID:** 2414456

Date: 10/13/2021 **Day:** Wed **Hour:** 12p **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 1 **How:** ss-same

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210213135

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	carels driving	car	none
2	S	stop on road	veh in transpt	none	none	none	none	pickup	rtside

UD10: 2414456

#11 **Location:** S BROADWAY (6.785) 20 feet Nof ODANAH **Crash ID:** 2427232

Date: 10/22/2021 **Day:** Fri **Hour:** 4pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 210220474

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2427232

#12 **Location:** SB LAPEER (6.777) 20 feet Sof NE ODANAH **Crash ID:** 2487062

Date: 12/14/2021 **Day:** Tue **Hour:** 9am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** head-on/lt

CVT: Orion Twp **Area:** inter driveway **HBD:** N **Drugs:** N **Complaint #:** 210260689

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	NW	left turn	veh in transpt	none	none	none	failed to yield	car	lftfront
2	S	go straight	veh in transpt	none	none	none	none	pickup	lftrear

UD10: 2487062

#13 **Location:** ODANAH (0.218) 5 feet Wof S LAPEER RD **Crash ID:** 2570113

Date: 04/16/2022 **Day:** Sat **Hour:** 4pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 3 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 220079707

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	start on rdwy	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	E	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2570113

#14 **Location:** S LAPEER (6.777) 20 feet Sof ODANAH ST **Crash ID:** 2709443

Date: 10/07/2022 **Day:** Fri **Hour:** 5pm **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 220225466

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	stop on road	veh in transpt	none	none	none	none	car	lftrear
2	N	slow/stop on rd	veh in transpt	none	none	none	unable to stop	pickup	rtfront

UD10: 2709443

#15 **Location:** LAPEER (6.783) 11 feet Nof ODANAH AVE **Crash ID:** 2928409

Date: 06/23/2023 **Day:** Fri **Hour:** 9am **Weather:** rain **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 2 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 230154556

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	slow/stop on rd	veh in transpt	none	none	none	unable to stop	car	lftfront
2	S	stop on road	veh in transpt	none	none	none	none	car	lftrear

UD10: 2928409

#16 **Location:** S LAPEER (6.781) 0 feet Xof ODANAH **Crash ID:** 2943002

Date: 07/13/2023 **Day:** Thu **Hour:** 5am **Weather:** rain **Roadway:** wet **Llght:** dawn

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 1 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 230172196

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2943002

#17 **Location:** S LAPEER (6.785) 21 feet Nof ODANAH **Crash ID:** 2956406

Date: 07/29/2023 **Day:** Sat **Hour:** 2pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 2 **Injy C:** 0 **Injy 0:** 0 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 230187390

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	go straight	veh parked	none	none	none	unable to stop	car	ctrfront
2	S	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 2956406

#18 **Location:** S LAPEER (6.769) 63 feet Sof ODANAH AVE **Crash ID:** 2957272

Date: 07/31/2023 **Day:** Mon **Hour:** 12p **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** angle

CVT: Orion Twp **Area:** inter driveway **HBD:** N **Drugs:** N **Complaint #:** 230188958

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	enter rdwy	veh in transpt	none	none	none	failed to yield	car	lftfront
2	S	go straight	veh in transpt	none	none	none	none	car	rtside

UD10: 2957272

#19 **Location:** LAPEER (6.787) 200 feet Sof HEIGHTS **Crash ID:** 3011289

Date: 09/28/2023 **Day:** Thu **Hour:** 12p **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** head-on/lt

CVT: Orion Twp **Area:** driveway **HBD:** N **Drugs:** N **Complaint #:** 230244030

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	W	left turn	veh in transpt	none	none	none	failed to yield	car	rtrear
2	SE	go straight	veh in transpt	none	none	none	none	car	ctrfront

UD10: 3011289

#20 **Location:** ODANAH (0.205) 75 feet Wof LAPEER RD **Crash ID:** 3166894

Date: 04/01/2024 **Day:** Mon **Hour:** 8am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** ss-same

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 240083055

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	change lanes	veh in transpt	none	none	none	failed to yield	car	rtfront
2	E	go straight	veh in transpt	none	none	none	none	car	lftside

UD10: 3166894

#21 **Location:** ODANAH (0.219) 10 feet Wof S BROADWAY ST **Crash ID:** 3198222

Date: 05/13/2024 **Day:** Mon **Hour:** 3pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 240121866

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	go straight	veh in transpt	none	none	none	unable to stop	pickup	ctrfront
2	E	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3198222

#22 **Location:** ODANAH (0.217) 10 feet Wof S LAPEER RD **Crash ID:** 3199044

Date: 05/14/2024 **Day:** Tue **Hour:** 8pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** Y **Drugs:** N **Complaint #:** 240123038

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	E	stop on road	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3199044

#23 **Location:** ODANAH (0.215) 20 feet Wof S LAPEER RD **Crash ID:** 3210854

Date: 05/27/2024 **Day:** Mon **Hour:** 12p **Weather:** cloudy **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 1 **Injy C:** 0 **Injy 0:** 0 **How:** single

CVT: Orion Twp **Area:** w/i intersection **HBD:** N **Drugs:** N **Complaint #:** 240134690

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	E	right turn	pedestrian	none	none	none	failed to yield	pickup	rtfront
2		crossing at inter	veh in transpt	none	none	none	none	uncoded	none

UD10: 3210854

#24 **Location:** NB LAPEER (6.783) 10 feet Wof ODANAH AVE **Crash ID:** 3220073

Date: 06/09/2024 **Day:** Sun **Hour:** 8am **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 1 **Injy 0:** 1 **How:** angle

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 240146586

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	disrgd traffic cntrl	car	ctrfront
2	E	go straight	veh in transpt	none	none	none	none	car	rtside

UD10: 3220073

#25 **Location:** LAPEER (6.77) 60 feet Sof ODANHA ST **Crash ID:** 3238304

Date: 07/02/2024 **Day:** Tue **Hour:** 1pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** ss-same

CVT: Orion Twp **Area:** driveway **HBD:** N **Drugs:** N **Complaint #:** 240166469

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	S	change lanes	veh in transpt	none	none	none	other	car	rtside
2	S	start on rdwy	veh in transpt	none	none	none	none	car	lftfront

UD10: 3238304

#26 **Location:** LAPEER (6.777) 20 feet Sof ODANAHA ST **Crash ID:** 3242477

Date: 07/08/2024 **Day:** Mon **Hour:** 1pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** inter other **HBD:** N **Drugs:** N **Complaint #:** 240171165

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	start on rdwy	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	start on rdwy	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3242477

#27 **Location:** ODANAH (0.204) 80 feet Wof S LAPEER RD **Crash ID:** 3379416

Date: 11/25/2024 **Day:** Mon **Hour:** 11a **Weather:** cloudy **Roadway:** wet **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** ss-opp

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 240291657

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	W	go straight	veh in transpt	none	none	none	wrong way	car	lftfront
2	E	stop on road	veh in transpt	none	none	none	none	car	lftfront

UD10: 3379416

#28 **Location:** LAPEER (6.779) 10 feet Sof ODANAH AVE **Crash ID:** 3390464

Date: 12/13/2024 **Day:** Fri **Hour:** 1pm **Weather:** clear **Roadway:** dry **Llght:** day

Injy K: 0 **Injy A:** 0 **Injy B:** 0 **Injy C:** 0 **Injy 0:** 2 **How:** rr-end

CVT: Orion Twp **Area:** straight **HBD:** N **Drugs:** N **Complaint #:** 240306644

Unit#	Veh Dir	Action Prior	Event 1	Event 2	Event 3	Event 4	Haz Action	Veh Type	Damage
1	N	go straight	veh in transpt	none	none	none	unable to stop	car	ctrfront
2	N	slow/stop on rd	veh in transpt	none	none	none	none	car	ctrrear

UD10: 3390464

Crash Type

Count	Type
0	uncoded
1	single
0	head-on
2	head-on/lt
2	angle
19	rr-end
0	rr-end/lt
0	rr-end/rt
3	ss-same
1	ss-opp
0	back
0	other
0	unknown
Totals	28

Lighting Conditions

Count	Type
0	uncoded
25	day
1	dawn
0	dusk
1	dark/ltd
1	dark/unltd
0	other
0	unknown
Totals	28

Weather Conditions

Count	Type
0	uncoded
20	clear
5	cloudy
0	fog
2	rain
1	snow
0	wind
0	sleet/hail
0	blowing snow
0	blowing sand
0	smoke
0	unknown
Totals	28

Road Condition

Count	Type
0	uncoded
24	dry
3	wet
0	ice
1	snow
0	mud
0	slush
0	debris
0	water
0	sand
0	oily
0	other
0	unknown
Totals	28

Crashes by Month

Count	Type
2	January
0	February
1	March
2	April
4	May
4	June
5	July
1	August
3	September
3	October
1	November
2	December
Totals	28

Hazardous Action

Count	Type
29	none
0	speeding
0	spd too slow
5	failed to yield
1	disrgd traffic cntrl
1	wrong way
0	left of center
0	imprp passing
0	imprp lane use
0	imprp turn
0	imprp/no signal
0	imprp backing
19	unable to stop
1	other
0	unknown
0	reckls driving
1	carels driving
Totals	57

Unit Type

Count	Type
0	Bicyclist
0	Engineer
56	Vehicle
1	Pedestrian
Totals	57

Crashes by Year

Count	Type
5	2020
7	2021
2	2022
5	2023
9	2024
Totals	28

Crash Severity

	Fatal	A	B	C	No Injy	Total
Persons	0	0	6	6	0	12
Crashes	0	0	4	4	20	28

Alcohol in Crashes

	Fatal	A	B	C	PDO	Total
Drinking	0	0	0	0	3	3
Not Drinking	0	0	4	4	17	25
Totals	0	0	4	4	20	28

Crashes per Hour by Day

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
12a-1a	0	0	0	0	0	0	0	0
1a-2a	0	0	0	0	0	0	0	0
2a-3a	0	0	0	0	0	0	0	0
3a-4a	0	0	0	0	0	0	0	0
4a-5a	0	0	0	0	0	0	0	0
5a-6a	0	0	0	0	1	0	0	1
6a-7a	0	0	0	0	0	0	0	0
7a-8a	0	0	0	1	0	0	0	1
8a-9a	1	1	1	1	0	0	0	4
9a-10a	0	0	1	0	0	1	0	2
10a-11a	0	0	0	0	0	0	0	0
11a-12p	0	1	0	0	0	0	0	1
12p-1p	0	2	1	1	1	0	0	5
1p-2p	0	1	1	0	0	1	0	3
2p-3p	0	0	0	0	0	0	1	1
3p-4p	0	1	0	1	0	0	1	3
4p-5p	0	0	0	0	0	1	1	2
5p-6p	0	0	1	0	0	1	0	2
6p-7p	0	0	0	0	0	0	0	0
7p-8p	0	0	0	0	0	0	0	0
8p-9p	0	0	2	0	0	1	0	3
9p-10p	0	0	0	0	0	0	0	0
10p-11p	0	0	0	0	0	0	0	0
11p-12a	0	0	0	0	0	0	0	0
Totals	1	6	7	4	2	5	3	28

APPENDIX F: MITIGATION CONDITIONS

HCM Signalized Intersection Capacity Analysis
4: S Broadway & Odanah Ave/Driveway

04/27/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	125	2	104	25	0	9	0	874	5	14	2048	0
Future Volume (vph)	125	2	104	25	0	9	0	874	5	14	2048	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6	5.6		5.6		5.6		6.1		6.0	6.0	
Lane Util. Factor	1.00	1.00		1.00		1.00		0.95		1.00	0.95	
Frt	1.00	0.85		1.00		0.85		1.00		1.00	1.00	
Flt Protected	0.95	1.00		0.95		1.00		1.00		0.95	1.00	
Satd. Flow (prot)	1900	1609		1863		1667		3610		1863	3619	
Flt Permitted	0.95	1.00		0.64		1.00		1.00		0.28	1.00	
Satd. Flow (perm)	1900	1609		1254		1667		3610		555	3619	
Peak-hour factor, PHF	0.94	0.94	0.94	0.65	0.92	0.65	0.92	0.94	0.25	0.96	0.96	0.92
Adj. Flow (vph)	133	2	111	38	0	14	0	930	20	15	2133	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	133	113	0	38	0	14	0	950	0	15	2133	0
Heavy Vehicles (%)	0%	6%	6%	2%	2%	2%	2%	5%	2%	2%	5%	2%
Turn Type	Perm	NA		Perm		Prot		NA		Perm	NA	
Protected Phases		4				8		2			6	
Permitted Phases	4			8		8				6		
Actuated Green, G (s)	18.4	18.4		18.4		18.4		89.9		90.0	90.0	
Effective Green, g (s)	18.4	18.4		18.4		18.4		89.9		90.0	90.0	
Actuated g/C Ratio	0.15	0.15		0.15		0.15		0.75		0.75	0.75	
Clearance Time (s)	5.6	5.6		5.6		5.6		6.1		6.0	6.0	
Vehicle Extension (s)	3.0	3.0		3.0		3.0		3.0		3.0	3.0	
Lane Grp Cap (vph)	291	246		192		255		2704		416	2714	
v/s Ratio Prot		c0.07				0.01		0.26			c0.59	
v/s Ratio Perm	0.07			0.03						0.03		
v/c Ratio	0.46	0.46		0.20		0.05		0.35		0.04	0.79	
Uniform Delay, d1	46.3	46.3		44.4		43.4		5.1		3.9	9.1	
Progression Factor	1.00	1.00		1.00		1.00		1.00		1.00	1.00	
Incremental Delay, d2	5.1	6.1		0.5		0.1		0.4		0.2	2.4	
Delay (s)	51.4	52.3		44.9		43.5		5.5		4.0	11.5	
Level of Service	D	D		D		D		A		A	B	
Approach Delay (s/veh)		51.8			44.5			5.5			11.5	
Approach LOS		D			D			A			B	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	13.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.73		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	76.7%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	31	868	5	6	2127
Future Volume (Veh/h)	2	31	868	5	6	2127
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.50	0.68	0.93	0.50	0.50	0.70
Hourly flow rate (vph)	4	46	933	10	12	3039
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						289
pX, platoon unblocked	0.41					
vC, conflicting volume	2482	472			943	
vC1, stage 1 conf vol	938					
vC2, stage 2 conf vol	1544					
vCu, unblocked vol	1749	472			943	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	92			98	
cM capacity (veh/h)	256	544			736	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	50	622	321	12	1520	1520
Volume Left	4	0	0	12	0	0
Volume Right	46	0	10	0	0	0
cSH	499	1700	1700	736	1700	1700
Volume to Capacity	0.10	0.37	0.19	0.02	0.89	0.89
Queue Length 95th (ft)	8	0	0	1	0	0
Control Delay (s/veh)	13.0	0.0	0.0	10.0	0.0	0.0
Lane LOS	B			A		
Approach Delay (s/veh)	13.0	0.0		0.0		
Approach LOS	B					

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		

HCM Signalized Intersection Capacity Analysis
4: Odanah Ave/Driveway 04/25/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	185	4	67	18	0	28	0	2124	33	23	1323	0
Future Volume (vph)	185	4	67	18	0	28	0	2124	33	23	1323	0
Ideal Flow (vphpl)	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
Total Lost time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Lane Util. Factor	1.00	1.00		1.00		1.00		0.95		1.00	0.95	
Frt	1.00	0.86		1.00		0.85		1.00		1.00	1.00	
Flt Protected	0.95	1.00		0.95		1.00		1.00		0.95	1.00	
Satd. Flow (prot)	1900	1684		1900		1700		3753		1900	3725	
Flt Permitted	0.95	1.00		0.95		1.00		1.00		0.05	1.00	
Satd. Flow (perm)	1900	1684		1900		1700		3753		93	3725	
Peak-hour factor, PHF	0.84	0.83	0.83	0.65	0.65	0.65	0.92	0.93	0.92	0.92	0.85	0.92
Adj. Flow (vph)	220	5	81	28	0	43	0	2284	36	25	1556	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	220	86	0	28	0	43	0	2320	0	25	1556	0
Heavy Vehicles (%)	0%	2%	2%	0%	0%	0%	0%	1%	2%	0%	2%	0%
Turn Type	Perm	NA		Prot		Prot		NA		Perm	NA	
Protected Phases		4!		8!		8		2			6	
Permitted Phases	4			8		8				6		
Actuated Green, G (s)	22.4	22.4		22.4		22.4		85.9		85.9	85.9	
Effective Green, g (s)	22.4	22.4		22.4		22.4		85.9		85.9	85.9	
Actuated g/C Ratio	0.19	0.19		0.19		0.19		0.72		0.72	0.72	
Clearance Time (s)	5.6	5.6		5.6		5.6		6.1		6.1	6.1	
Vehicle Extension (s)	3.0	3.0		3.0		3.0		3.0		3.0	3.0	
Lane Grp Cap (vph)	354	314		354		317		2686		66	2666	
v/s Ratio Prot		0.05		0.01		0.03		c0.62			0.42	
v/s Ratio Perm	c0.12									0.27		
v/c Ratio	0.62	0.27		0.08		0.14		0.86		0.38	0.58	
Uniform Delay, d1	44.9	41.8		40.3		40.7		12.7		6.6	8.3	
Progression Factor	1.00	1.00		1.00		1.00		1.00		1.00	1.00	
Incremental Delay, d2	8.0	2.1		0.1		0.2		4.0		15.7	0.9	
Delay (s)	52.9	44.0		40.4		40.9		16.7		22.4	9.3	
Level of Service	D	D		D		D		B		C	A	
Approach Delay (s/veh)		50.4			40.7			16.7			9.5	
Approach LOS		D			D			B			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	16.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.81		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	11.7
Intersection Capacity Utilization	89.3%	ICU Level of Service	E
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	31	2046	6	8	1414
Future Volume (Veh/h)	1	31	2046	6	8	1414
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.68	0.97	0.63	0.67	0.88
Hourly flow rate (vph)	1	46	2109	10	12	1607
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			TWLTL			TWLTL
Median storage veh)			2			2
Upstream signal (ft)						294
pX, platoon unblocked	0.66					
vC, conflicting volume	2942	1060			2119	
vC1, stage 1 conf vol	2114					
vC2, stage 2 conf vol	828					
vCu, unblocked vol	2911	1060			2119	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	79			95	
cM capacity (veh/h)	78	224			261	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	47	1406	713	12	804	804
Volume Left	1	0	0	12	0	0
Volume Right	46	0	10	0	0	0
cSH	215	1700	1700	261	1700	1700
Volume to Capacity	0.22	0.83	0.42	0.05	0.47	0.47
Queue Length 95th (ft)	20	0	0	4	0	0
Control Delay (s/veh)	26.3	0.0	0.0	19.4	0.0	0.0
Lane LOS	D			C		
Approach Delay (s/veh)	26.3	0.0		0.1		
Approach LOS	D					

Intersection Summary				
Average Delay	0.4			
Intersection Capacity Utilization	63.9%	ICU Level of Service		B
Analysis Period (min)	15			

Intersection: 4: S Broadway & Odanah Ave/Driveway

Movement	EB	EB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	R	T	TR	L	T	T
Maximum Queue (ft)	176	143	68	39	241	223	64	214	218
Average Queue (ft)	88	66	22	8	162	126	11	188	192
95th Queue (ft)	153	119	56	30	244	211	38	204	207
Link Distance (ft)	496	496	167	167	228	228		176	176
Upstream Blk Time (%)					1	0		33	34
Queuing Penalty (veh)					5	0		346	349
Storage Bay Dist (ft)							50		
Storage Blk Time (%)							1	40	
Queuing Penalty (veh)							7	6	

Intersection: 6: S Broadway & Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	40	69	20	538	536
Average Queue (ft)	14	6	1	493	487
95th Queue (ft)	40	35	14	555	564
Link Distance (ft)		176	176	482	482
Upstream Blk Time (%)				42	38
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	17				
Queuing Penalty (veh)	72				

Intersection: 7: Glanworth St & S Broadway

Movement	WB	NB	SB	SB	SB
Directions Served	LR	T	L	T	T
Maximum Queue (ft)	74	79	31	41	77
Average Queue (ft)	22	6	4	1	3
95th Queue (ft)	57	42	21	29	40
Link Distance (ft)	601	599		228	228
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			20		
Storage Blk Time (%)			1		
Queuing Penalty (veh)			8		

Network Summary

Network wide Queuing Penalty: 793

Intersection: 4: Odanah Ave/Driveway

Movement	EB	EB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	R	T	TR	L	T	T
Maximum Queue (ft)	251	77	57	139	265	268	69	198	202
Average Queue (ft)	145	33	17	22	246	246	26	175	170
95th Queue (ft)	227	66	46	88	254	257	69	189	212
Link Distance (ft)	248	248	170	170	235	235		171	171
Upstream Blk Time (%)	1			0	40	40		20	12
Queuing Penalty (veh)	0			0	412	411		135	83
Storage Bay Dist (ft)							50		
Storage Blk Time (%)							17	37	
Queuing Penalty (veh)							109	8	

Intersection: 6: Heights Rd

Movement	NB	NB	NB	SB	SB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	59	188	219	341	350
Average Queue (ft)	36	67	57	181	119
95th Queue (ft)	54	184	186	347	313
Link Distance (ft)		171	171	477	477
Upstream Blk Time (%)		1	1	2	1
Queuing Penalty (veh)		16	8	0	0
Storage Bay Dist (ft)	20				
Storage Blk Time (%)	31	0			
Queuing Penalty (veh)	312	0			

Intersection: 7: S Broadway & Glanworth St

Movement	WB	NB	NB	SB	SB	SB
Directions Served	LR	T	TR	L	T	T
Maximum Queue (ft)	562	644	648	32	10	10
Average Queue (ft)	389	616	616	7	0	0
95th Queue (ft)	647	631	630	27	8	7
Link Distance (ft)	563	598	598		235	235
Upstream Blk Time (%)	29	59	56			
Queuing Penalty (veh)	0	0	0			
Storage Bay Dist (ft)				20		
Storage Blk Time (%)				6		
Queuing Penalty (veh)				40		

Network Summary

Network wide Queuing Penalty: 1534

EASTPORT VILLAGE

Site Plan

(Village Ordinance)

Conceptual PUD Plan

(Township Ordinance)

Section 11 and 12, T.4N., R.10E.

Village of Lake Orion and Lake Orion Township, Oakland County, Michigan

LEGAL DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

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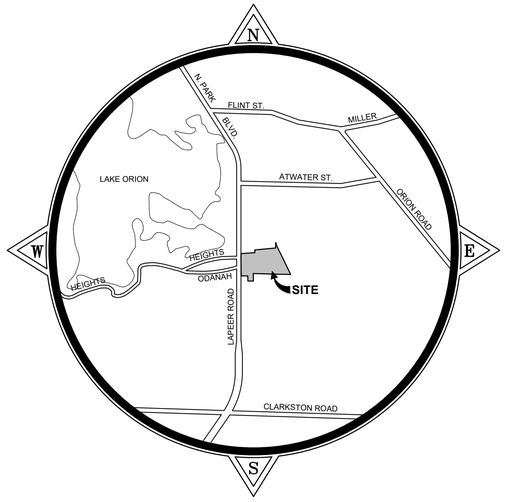

INDEX TO SHEETS

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PRELIMINARY UTILITY PLAN 4
PRELIMINARY GRADING PLAN 5
PROPOSED WETLAND FILL 6
EMERGENCY APPARATUS TURNING RADII & PEDESTRIAN ACCESS 7
PARALLEL PLAN 8
TOPOGRAPHIC SURVEY 9
LANDSCAPE PLANS L1-L3
TREE SURVEY 10-12

PROPRIETOR

MOCERI COMPANIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326

ENGINEER

ANDERSON, ECKSTEIN AND WESTRICK, INC.
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MI 48315

STATE OF MICHIGAN
STEPHEN V. PANGORI
LICENSE No. 6201037769
LICENSED PROFESSIONAL ENGINEER

STEPHEN V. PANGORI, P.E.
MICHIGAN REGISTRATION # 6201037769

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M:\0361\0361-0078\DWG\Civil\SITE PLAN\01_SITE PLAN.DWG Layout: 01_Title 7/15/2025 1:08:12 PM

LEGEND

NORTH / W / E / S — 1"=50'

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

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PROPOSED DEVIATION LIST

COMMERCIAL COMPONENT

REQUIREMENT	DEVIATION
PARKING IN FRONT YARD 25% OF TOTAL OR 17 PERMITTED	31.3% OF TOTAL OR 21 SPACES PROVIDED
GB GREENBELT BUFFER 20', 30' ABUTTING RESIDENTIAL	6' HIGH DECORATIVE VINYL FENCE
MULTIPLE MF FRONT YARD SETBACK - 25'	15' TO ACCESS DRIVE TO THE EAST
RESIDENTIAL	
R-3 MIN LOT SIZE - 8400 SFT	5000 SF MIN LOT SIZE
R-3 MIN LOT WIDTH - 70 FT	46' MIN UNIT WIDTH
R-3 EACH SIDE YARD - 10'	5' SIDE YARD PROVIDED
R-3 REAR YARD - 35'	25' MIN REAR YARD PROVIDED
R-3 FRONT YARD - 30'	25' MIN FRONT YARD PROVIDED
R-3 FRONT YARD ON CORNER LOTS - 30'	13' ON UNIT 28, 14' ON UNIT 16, AND 20' ON UNITS 37, 43 AND 48
PRIVATE STREETS, 60' WIDTH	PRIVATE STREETS 27' WIDE
DECKS IN REAR YARD NO CLOSER THAN 20' TO REAR LOT LINE	NO CLOSER THAN 13' ON UNITS 29, 30, 31, 42 AND 43
ROOFED-OVER FRONT PORCHES-NO PROJECTION INTO FRONT YARD	PROJECT 5' INTO A 25' SETBACK (ALL UNITS)
ROOFED-OVER AND SCREENED PATIOS-NO PROJECTION INTO REAR YARD	PROJECT 10' INTO 25' REAR YARD UNITS 8 THRU 15

SITE DATA

SITE AREA = 11.68 ACRES

VILLAGE ZONING — MU - MIXED USE (2.32 AC)
PROPOSED RETAIL / FOOD BUILDING (0.44 AC.)
PROPOSED RESIDENTIAL (1.88 AC.)

TOWNSHIP ZONING — GB - GENERAL BUSINESS (3.20 AC)
PROPOSED LIVE / WORK UNITS (0.39 AC.)
PROPOSED RESIDENTIAL / OPEN SPACE (1.63 AC.)
R-3 - SINGLE FAMILY RESIDENTIAL (6.16 AC)

PROPOSED ZONING — PLANNED UNIT DEVELOPMENT

LIVE / WORK UNITS — 7 RESIDENCE
SINGLE FAMILY PROVIDED — 48 RESIDENCE; 55 RESIDENCE = 4.71 RESIDENCE/ACRE

SITE DENSITY	ALLOWED	PROPOSED
VILLAGE ZONED (MU)	10 RES./AC 10 x 1.88 AC = 18 RES.	8 RES = 4.25 RES./ACRE
TOWNSHIP ZONED (GB)		12 RES. = 5.94 RES./ACRE
TOWNSHIP ZONED (R-3)	5 RES./AC 5 x 6.16 AC. = 30 RES.	35 RES = 5.68 RES./ACRE
TOTAL RESIDENCES	48 RESIDENCES	55 RESIDENCES

TOWNHOMES BUILDING
UNIT SIZE 20' x 60'

SINGLE FAMILY BUILDING SETBACKS
FRONT YARD 25 FEET
SIDE YARD 5 FEET
REAR YARD 35 FEET

PAVEMENT SHOWN IS 27 FEET WIDE FROM BACK OF CURB

PARKING REQUIREMENT
RETAIL
PARKING REQUIRED: 1 SPACE FOR EVERY 200 SF = 42 SPACES
PARKING PROVIDED: 67 SPACES

RESIDENTIAL
PARKING REQUIRED 2 SPACES PER UNIT
PROVIDED WITHIN GARAGE

OPEN SPACE REQUIRES 15% = 76,317 SF
OPEN SPACE PROVIDED

SOUTHWEST CORNER	22,106 SF
AROUND POND	13,077 SF
WITHIN POND	21,373 SF (DEVIATION REQUIRED)
SOUTHEAST CORNER	10,595 SF
MIDDLE OF SITE	7,509 SF
BEAUTIFICATION EASEMENT	26,391 SF
TOTAL	101,051 SF OR 20.0%

RESIDENTIAL BUILDINGS
ALL RESIDENTIAL BUILDINGS TO BE FIRE SUPPRESSED

FRANCHISE UTILITY EASEMENTS WILL NOT BE LOCATED WITHIN OR OVERLAP WATER MAIN AND SANITARY SEWER EASEMENTS

LEGEND

- PROPOSED SIGN
- 1 — NO PARKING FIRE LANE — R8-31
- 2 — STOP — R1-1

LOCATION MAP

NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
06-07-2025	UPDATE OPEN SPACE
05/13/2025	DEVELOPER UPDATES
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PRELIMINARY SITE PLAN

CLIENT:

MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE: 1" = 50' HORIZ. (0, 25, 50, 100)

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

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PROJECT NO.

0361-0078

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02_Site Plan--7/15/2025 1:13:56 PM

SHEET NO.

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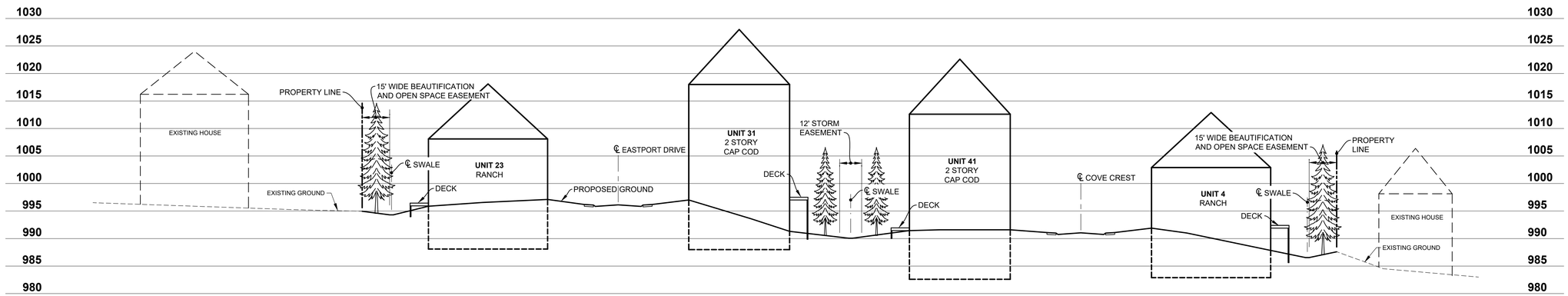
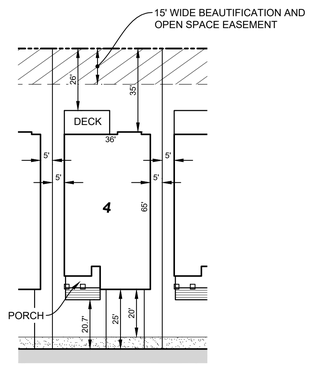
COPYRIGHT, 2025, ANDERSON, ECKSTEIN AND WESTRICK, INC.

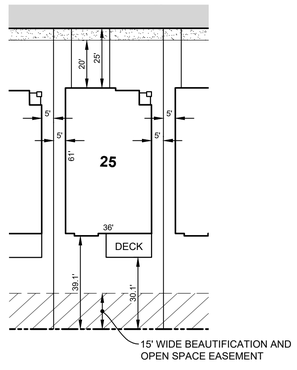


SECTION A-A

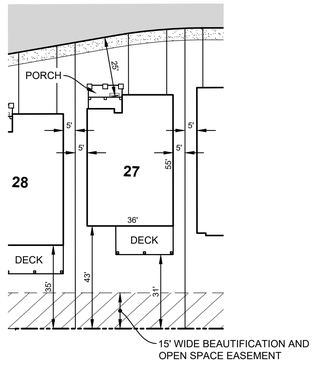
SCALE: 1" = 30' HORIZ.
1" = 10' VERT.



TYPICAL COTTAGE PLAN
UNITS 1-7 AND 16-24
SCALE: 1" = 30'



TYPICAL COTTAGE LOFT
UNITS 8-15 AND 25-26
SCALE: 1" = 30'



TYPICAL CAP COD
UNITS 27-45
SCALE: 1" = 30'

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CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
06-07-2025	UPDATE OPEN SPACE
05/13/2025	DEVELOPER UPDATES
04/28/2025	SITE PLANCONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

UNIT DETAILS

CLIENT:

MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE: AS NOTED

811 Know what's below. Call 72 hours before you dig.

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PROJECT NO.

0361-0078

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03. Unit Details--7/15/2025 1:35:12 PM

SHEET NO.

3

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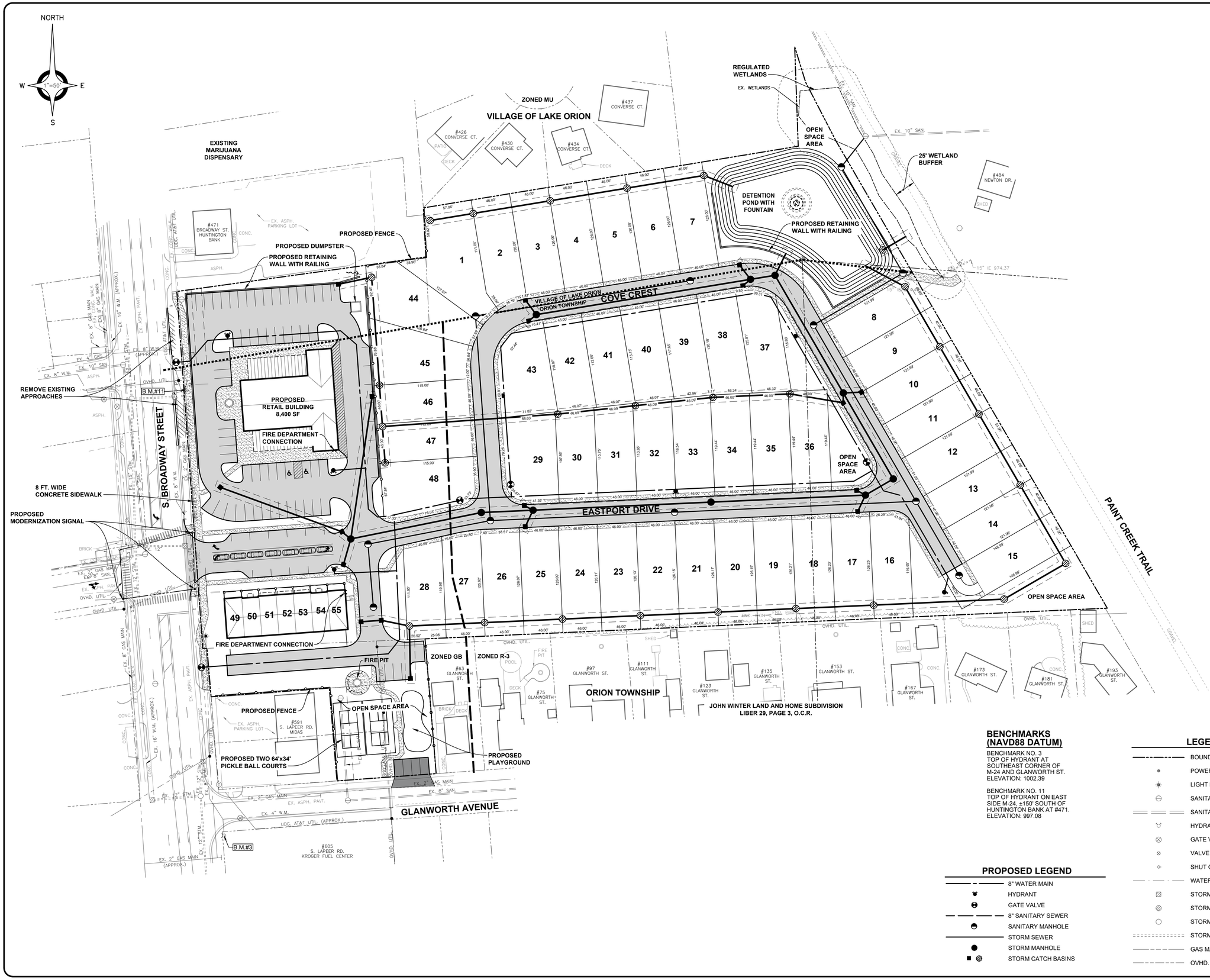

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

PROPOSED LEGEND

- 8" WATER MAIN
- HYDRANT
- GATE VALVE
- 8" SANITARY SEWER
- SANITARY MANHOLE
- STORM SEWER
- STORM MANHOLE
- STORM CATCH BASINS

LEGEND

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

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PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PRELIMINARY UTILITY PLAN

CLIENT:

MOCERI COMPANIES

PRELIMINARY	CONSTRUCTION	RECORD
DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

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PROJECT NO.
0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
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SHEET NO.
4

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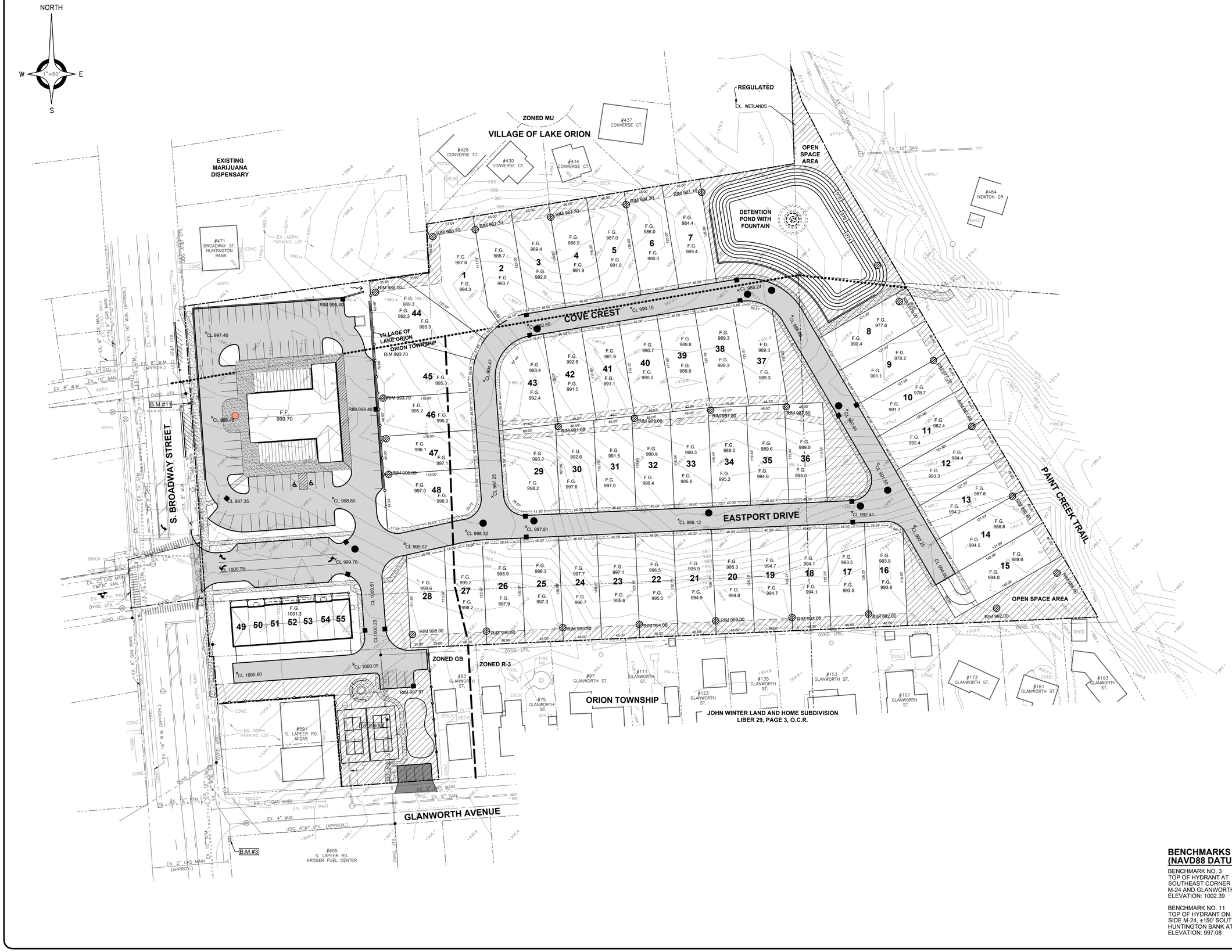
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VILLAGE OF LAKE ORION
REGULATED
EX. WETLANDS
OPEN SPACE AREA
EXISTING MARIJUANA DISPENSARY
#471 BROADWAY ST. HUNTINGTON BANK
#426 CONVERSE CT.
#430 CONVERSE CT.
#434 CONVERSE CT.
#437 CONVERSE CT.
#484 NEWTON DR.
DETENTION POND WITH FOUNTAIN
COVE CREST
EASTPORT DRIVE
S. BROADWAY STREET
PAINT CREEK TRAIL
OPEN SPACE AREA
GLANWORTH AVENUE
ORION TOWNSHIP
JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.
ZONED GB
ZONED R-3
VILLAGE OF LAKE ORION
ORION TOWNSHIP
B.M.#11
B.M.#3
#591 S. LAPEER RD. MIDAS
#605 S. LAPEER RD. KROGER FUEL CENTER
#63 GLANWORTH ST.
#75 GLANWORTH ST.
#97 GLANWORTH ST.
#111 GLANWORTH ST.
#123 GLANWORTH ST.
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#153 GLANWORTH ST.
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NORTH
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VILLAGE OF LAKE ORION
#426 CONVERSE CT.
#430 CONVERSE CT.
#434 CONVERSE CT.
#437 CONVERSE CT.
EXISTING MARIJUANA DISPENSARY
#471 BROADWAY ST. HUNTINGTON BANK
#484 NEWTON DR.

SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY

N 04°09'25" W 89.48' (REC N 03°18' E 89.32')

N 82°06'07" E 296.88' (REC 295.59')

N 02°52'01" W 58.02' (REC 58.62')

N 80°39'22" E 448.64' (REC N 88°35'23" E 448.40')

S 17°09'07" E 43.96'

N 02°03'40" W 117.60' (REC N 01°11' W 119.06')

S 47°19'08" E 77.40'

POINT OF BEGINNING

OPEN SPACE AREA

EAST QUARTER CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 96, O.C.R.

N 02°03'40" W 134.39'

S 30°09'23" E 173.85'

25' WETLAND BUFFER

REGULATED WETLANDS

0.01 Acre Regulated Wetland Fill

25' WETLAND BUFFER

REGULATED WETLANDS

EX. WETLANDS

WEST RIGHT OF WAY LINE THE M.C.R.R.

S 30°09'23" E 464.79'

PAINT CREEK TRAIL

COVE CREST

25' WETLAND BUFFER

NON-REGULATED

EX. WETLANDS

NON-REGULATED

0.05 Acre Wetland Fill

VILLAGE OF LAKE ORION ORION TOWNSHIP

8,400 SF BUILDING

LOADING / UNLOADING AREA

S. BROADWAY STREET

N 04°09'25" W 333.26'

EX. 12" STM.

EX. 12" STM.

EX. 12" STM.

EX. 12" STM.

EX. 12" STM.

EX. 12" STM.

EASTPORT DRIVE

OPEN SPACE AREA

S 87°25'24" W 460.78' (REC N 87°12" W)

S 87°25'24" W 345.66' (REC N 87°12" W)

NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION

ZONED GB ZONED R-3

#63 GLANWORTH ST.
#97 GLANWORTH ST.
#111 GLANWORTH ST.
#123 GLANWORTH ST.
#135 GLANWORTH ST.
#153 GLANWORTH ST.
#167 GLANWORTH ST.
#173 GLANWORTH ST.
#181 GLANWORTH ST.
#193 GLANWORTH ST.
#75 GLANWORTH ST.

ORION TOWNSHIP

JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.

NORTHEAST CORNER OF LOT 116

S 04°42'58" E 159.69' (REC 160.65')

S 85°47'57" W 140.00'

S 87°30'47" W 5.00'

N 04°48'44" W 57.40'

N 04°42'00" W 110.00'

#591 S. LAPEER RD. MIDAS

#605 S. LAPEER RD. KROGER FUEL CENTER

GLANWORTH AVENUE

S 85°47'57" W 117.50'

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ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PROPOSED WETLAND FILL

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

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PROJECT NO.
0361-0078

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06 Wetland Fill--7/15/2025 1:44:06 PM

SHEET NO.
6

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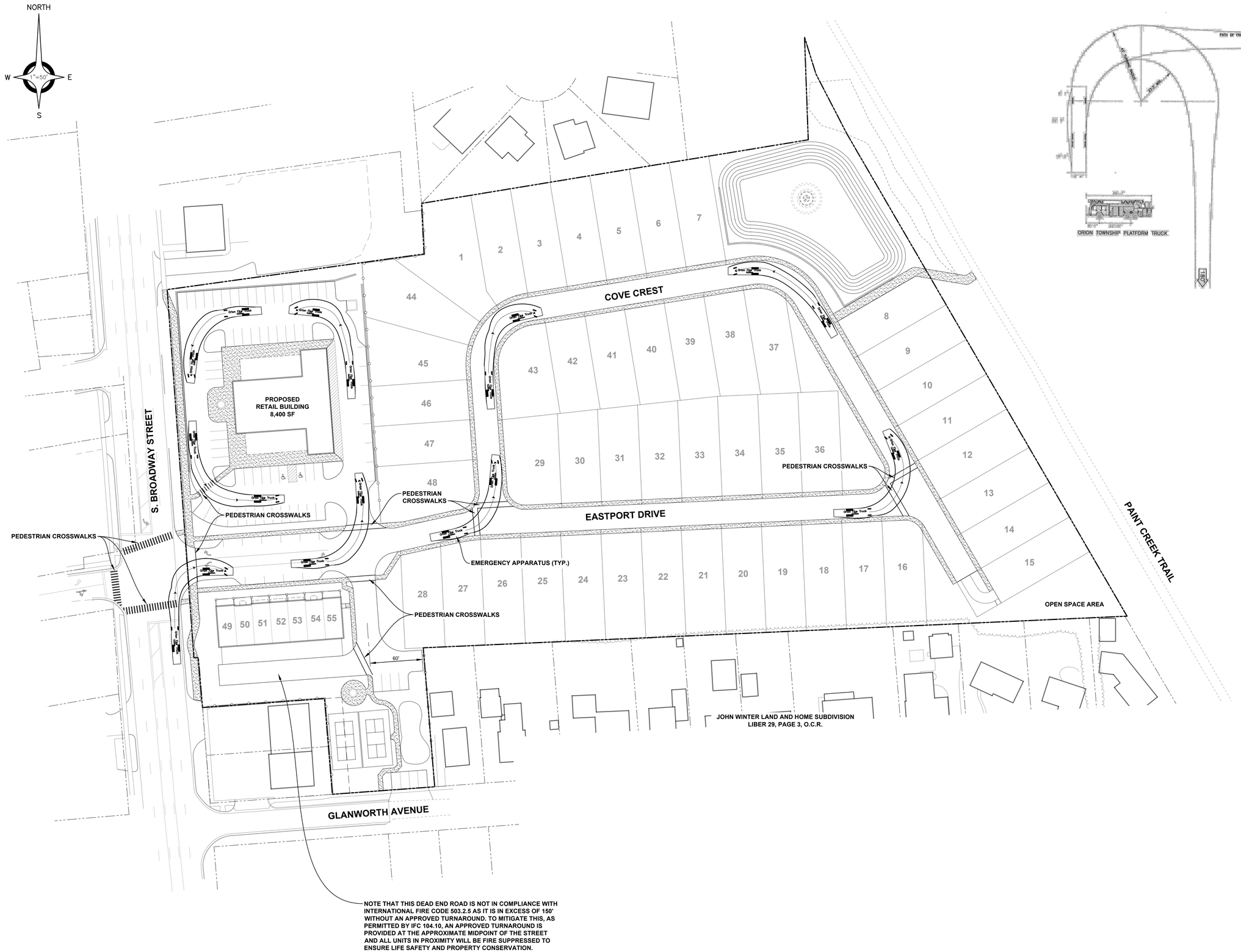

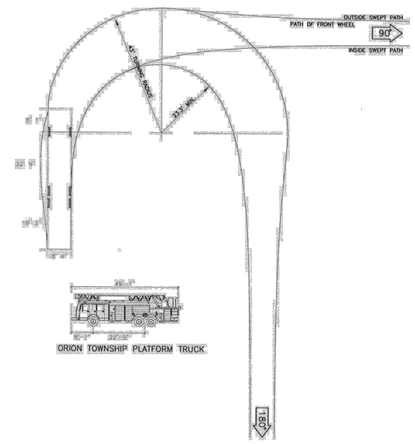

NOTE THAT THIS DEAD END ROAD IS NOT IN COMPLIANCE WITH INTERNATIONAL FIRE CODE 503.2.5 AS IT IS IN EXCESS OF 150' WITHOUT AN APPROVED TURNAROUND. TO MITIGATE THIS, AS PERMITTED BY IFC 104.10, AN APPROVED TURNAROUND IS PROVIDED AT THE APPROXIMATE MIDPOINT OF THE STREET AND ALL UNITS IN PROXIMITY WILL BE FIRE SUPPRESSED TO ENSURE LIFE SAFETY AND PROPERTY CONSERVATION.

ANDERSON, ECKSTEIN AND WESTRICK, INC.
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Phone 586 726 1234
Fax 586 726 8780
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ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

EMERGENCY APPARATUS TURNING RADII & PEDESTRIAN ACCESS

CLIENT:

MOCERI COMPANIES

PRELIMINARY	CONSTRUCTION	RECORD
DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD / OR BURIED UTILITIES.

PROJECT NO.

0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
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SHEET NO.

7

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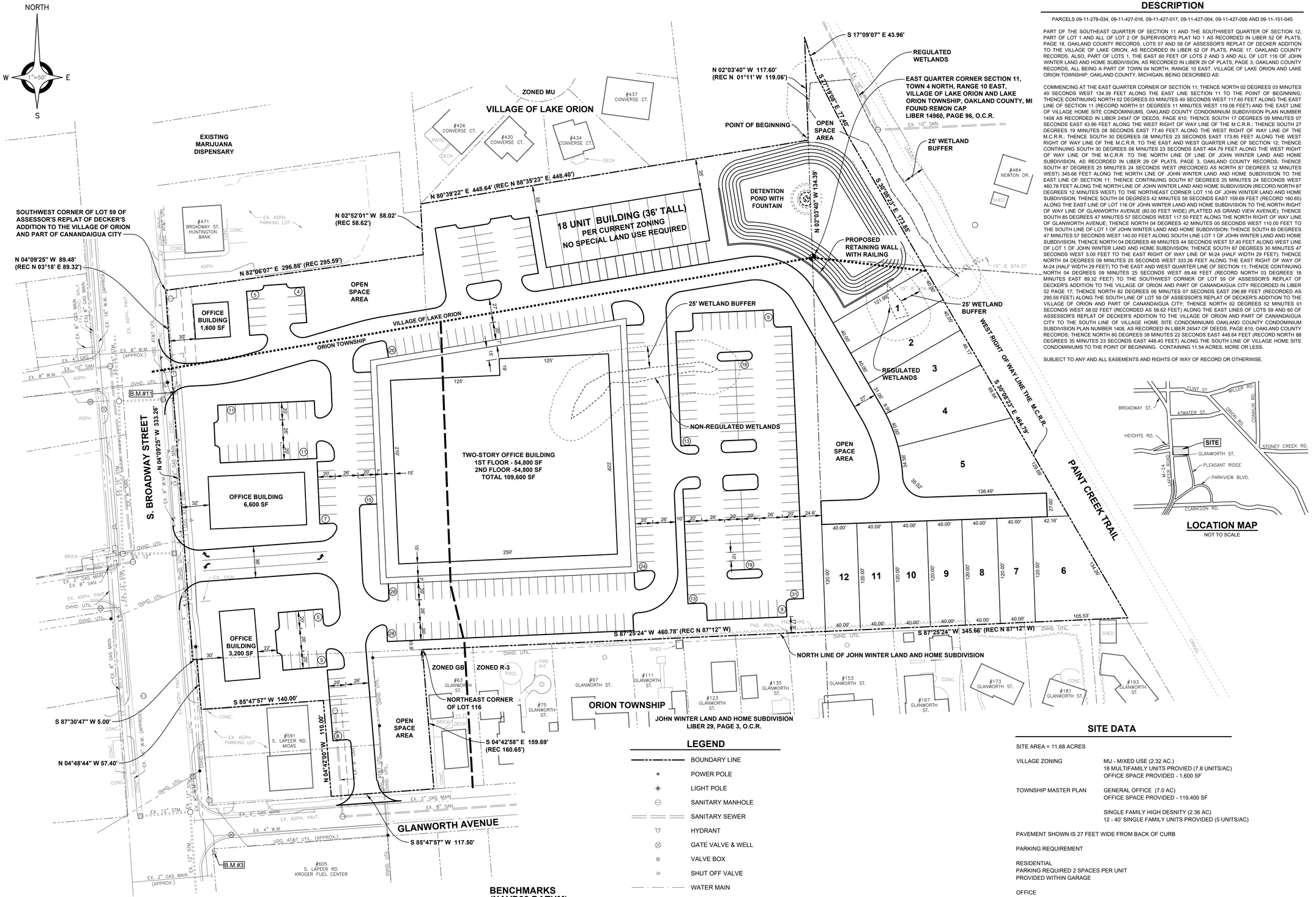

DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 134.39 FEET ALONG THE EAST LINE SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 117.60 FEET ALONG THE EAST LINE OF SECTION 11 (RECORD NORTH 01 DEGREES 11 MINUTES WEST 119.06 FEET) AND THE EAST LINE OF VILLAGE HOME SITE CONDOMINIUMS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408 AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810; THENCE SOUTH 17 DEGREES 09 MINUTES 07 SECONDS EAST 43.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 27 DEGREES 19 MINUTES 08 SECONDS EAST 77.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 173.85 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE EAST AND WEST QUARTER LINE OF SECTION 12; THENCE CONTINUING SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 464.79 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE NORTH LINE OF LINE OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST (RECORDED AS NORTH 87 DEGREES 12 MINUTES WEST) 345.66 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE EAST LINE OF SECTION 11; THENCE CONTINUING SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST 460.78 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION (RECORD NORTH 87 DEGREES 12 MINUTES WEST) TO THE NORTHEAST CORNER LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 04 DEGREES 42 MINUTES 58 SECONDS EAST 159.69 FEET (RECORD 160.65) ALONG THE EAST LINE OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE (60.00 FEET WIDE) (PLATTED AS GRAND VIEW AVENUE); THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 117.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE; THENCE NORTH 04 DEGREES 42 MINUTES 00 SECONDS WEST 110.00 FEET TO THE SOUTH LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 140.00 FEET ALONG SOUTH LINE LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE NORTH 04 DEGREES 48 MINUTES 44 SECONDS WEST 57.40 FEET ALONG WEST LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 87 DEGREES 30 MINUTES 47 SECONDS WEST 5.00 FEET TO THE EAST RIGHT OF WAY LINE OF M-24 (HALF WIDTH 29 FEET); THENCE NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 333.26 FEET ALONG THE EAST RIGHT OF WAY OF M-24 (HALF WIDTH 29 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 11; THENCE CONTINUING NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 89.48 FEET (RECORD NORTH 03 DEGREES 18 MINUTES EAST 89.32 FEET) TO THE SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY RECORDED IN LIBER 52 PAGE 17; THENCE NORTH 82 DEGREES 06 MINUTES 07 SECONDS EAST 296.88 FEET (RECORDED AS 295.59 FEET) ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; THENCE NORTH 02 DEGREES 52 MINUTES 01 SECONDS WEST 58.02 FEET (RECORDED AS 58.62 FEET) ALONG THE EAST LINES OF LOTS 59 AND 60 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY TO THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408, AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810, OAKLAND COUNTY RECORDS; THENCE NORTH 80 DEGREES 39 MINUTES 22 SECONDS EAST 448.64 FEET (RECORD NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST 448.40 FEET) ALONG THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINING 11.54 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

LEGEND

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

SITE DATA

SITE AREA = 11.68 ACRES

VILLAGE ZONING	MU - MIXED USE (2.32 AC.) 18 MULTIFAMILY UNITS PROVIED (7.8 UNITS/AC) OFFICE SPACE PROVIDED - 1,600 SF
TOWNSHIP MASTER PLAN	GENERAL OFFICE (7.0 AC) OFFICE SPACE PROVIDED - 119,400 SF SINGLE FAMILY HIGH DESNITY (2.36 AC) 12 - 40' SINGLE FAMILY UNITS PROVIDED (5 UNITS/AC)

PAVEMENT SHOWN IS 27 FEET WIDE FROM BACK OF CURB

PARKING REQUIREMENT

RESIDENTIAL
PARKING REQUIRED 2 SPACES PER UNIT
PROVIDED WITHIN GARAGE

OFFICE
PARKING REQUIRED:
2 SPACES FOR EVERY 500 SF GROSS FLOOR AREA
121,000 GROSS FLOOR AREA / 500 = 242 SPACES
PROVIDED: 288 SPACES

LOCATION MAP
NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
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www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PARALLEL PLAN

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

Know what's below. Call 72 hours before you dig.

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PROJECT NO.
0361-0078

M:\0361\0361-0078\DWG\PLN\SITE PLAN\08_PARALLEL PLAN-MASTER PLAN.DWG
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SHEET NO.
8

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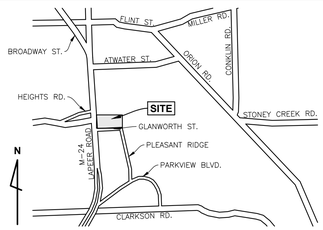
NORTH

W 1"=50' E

S

LEGEND

- BOUNDARY LINE
- SPOT ELEVATION ("+" INDICATES ELEVATION LOCATION UNLESS OTHERWISE INDICATED) (+000.0)
- STEEL POST
- SIGN
- DOUBLE SIGN
- ELECTRIC MANHOLE
- POWER POLE
- LIGHT POLE
- PHONE MANHOLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.
- UTILITY MARKER



LOCATION MAP

NOT TO SCALE

NORTHEAST CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP, LIBER 14960, PAGE 96 O.C.R.

N 02°03'40" W 1759.62'

S 17°09'07" E 43.96'

N 02°03'40" W 117.60'
(REC N 01°11' W 119.06')

S 27°19'08" E 77.40'

POINT OF BEGINNING
FOUND IRON
0.04 NORTH
0.33 EAST

FOUND CAPPED IRON #22705

S 30°06'23" E 173.95'

N02°03'40"W 134.39'

WEST RIGHT OF WAY LINE THE M.C.R.R.

N 80°39'22" E 448.64' (REC N 88°35'23" E 448.40')

SET IRON

N 02°52'01" W 58.02' (REC 58.62')

FOUND PIPE
0.89 NORTH
1.37 EAST

N 82°06'07" E 296.88' (REC 295.59')

FOUND IRON

N 04°09'25" W 89.48'
(REC N 03°18' E 89.32')

M-24 (S. LAPEER ROAD) (WIDTH VARIES)

SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY.

VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY SUBDIVISION PLAN NO.1408

#471 BROADWAY ST. HUNTINGTON BANK

#426 CONVERSE CT.
#430 CONVERSE CT.
#434 CONVERSE CT.
#437 CONVERSE CT.

EX. 15' WIDTH ESMT. FOR VILLAGE OF LAKE ORION L. 11148, P. 658, O.C.R.

EX. ASPH. PARKING LOT

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 306, O.C.R.

ITEM 19
EX. 10' WIDTH ESMT. FOR COUNTY OF OAKLAND L. 4672, P. 798, O.C.R.

EX. 10' WIDTH ESMT. FOR COUNTY OF OAKLAND L. 5587, P. 106, O.C.R.

EX. 12' WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 197,O.C.R.

EX. SAN. M.H. RIM 992.92

EX. SAN. M.H. 8" (S) 10" (W) (FROM REC.)

EX. 16" W.M. (APPROX.)

EX. 8" GAS MAIN
EX. 6" CONC. MAIN, WALK
EX. 8" GAS MAIN
EX. ASPH. PAVT.

EX. 4" GAS
EX. 10" SAN.
EX. 8" W.M.
ASPH.
EX. GVW 8" (E&W) (FROM REC.)
EX. GVW 16" (N&S) (FROM REC.)

HEIGHTS ROAD

B.M.#1

EX. STM. M.H. RIM 994.23

EX. 15" WIDTH ESMT. FOR VILLAGE OF LAKE ORION L. 11148, P. 656, O.C.R.

SIGN
EX. ASPH. CANOPY
PARKING LOT
PARKING BLOCKS
BRICK PILLAR
BRICKS
IRON FENCE
LOGS/TIMBERS
E/BUSHES
E/TREES
GRAVEL
CONC.
OVHD. UTIL.

CENTER POST SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 37084, PAGE 814, O.C.R.

N 04°09'25" W 333.26'

EX. STM. M.H.
" IE -8.78 (N)
" IE -8.68 (S)
" IE -7.29 (E)

EX. STM. M.H.
RIM 999.94
15" IE 992.92 (N)
12" IE 993.95 (E)
12" IE 994.27 (S)

EX. SAN. M.H.
RIM 1000.41
8" (W&N)
(FROM RECORDS)

EX. M.H.
BRICK
EX. 12" CONC. WALK
EX. 2" GAS MAIN
EX. 8" SAN.
EX. ASPH. PAVT.
OVHD. UTIL.

ODANAH AVENUE

EX. GVW (E&W) (FROM RECORDS)

BRICK PILLAR W/ PLANTER ON IT

SET IRON

#559 S. LAPEER RD. FOGLER'S GREENHOUSE
CANOPY
FENCE
GRAVEL
GATE

S 85°47'57" W 140.00'

WOOD FENCE

EX. SAN. M.H. 8" (S) (FROM RECORDS)

S 87°30'47" W 5.00'

EX. SAN. M.H. RIM 8" IE -5.55 (NE&SW)

#591 S. LAPEER RD. MIDAS

EX. ASPH. PARKING LOT

DAMAGE CONC.

N 04°42'00" W 110.00'

N 04°48'44" W 57.40'

FOUND CAPPED IRON #17623

EX. SAN. M.H. RIM 1000.53 12" (S) (FROM RECORDS)

EX. 8" W.M.
EX. 2" GAS MAIN
EX. 12" STM.
EX. STM. M.H. 12" (N,S&W) (FROM RECORDS)
EX. STM. C.B. 12" (E) (FROM RECORDS)

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

PARCELS# 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045 JACOBSEN'S SITE 11.53 AC.

EX. 12" WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 198, O.C.R.

#545 S. LAPEER RD. JACOBSEN'S FLOWER & GIFTS

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 199, O.C.R.

DAMAGED CONC.

S 87°25'24" W 460.78' (REC N 87°12" W)

S 87°25'24" W 345.66' (REC N 87°12" W)

FND. IRON — FND. PIPE

SET IRON

NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION

JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.

FOUND IRON
0.22 NORTH
1.33 EAST

(REC 160.66')

#63 GLANWORTH ST.
#75 GLANWORTH ST.
#97 GLANWORTH ST.
#111 GLANWORTH ST.
#123 GLANWORTH ST.
#135 GLANWORTH ST.
#153 GLANWORTH ST.
#167 GLANWORTH ST.
#173 GLANWORTH ST.
#181 GLANWORTH ST.
#193 GLANWORTH ST.

POOL
FIRE PIT
DECK
BRICK
SHED

S 04°49'55" E 159.66'

FOUND IRON
0.65 NORTH
0.29 EAST

EX. 20' WIDTH ESMT. FOR COUNTY OF OAKLAND L. 5553, P. 616, O.C.R.

S 85°47'57" W 117.50'

GLANWORTH AVENUE (50' WIDTH)

EX. 2" GAS MAIN
EX. 8" SAN.
EX. SAN.
EX. 4" W.M.
EX. ASPH. PAVT.
UDG. AT&T UTIL. (APPROX.)

EX. SAN. M.H. RIM 998.40 8" IE 986.20 (N&E) 8" IE 992.03 (N)

EX. SAN. M.H. RIM 995.06 8" (W) (BURIED)

EX. GVW RIM 997.86 4" 993.41(E&W)

B.M.#3

#605 S. LAPEER RD. KROGER FUEL CENTER

SOUTHEAST CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 97, O.C.R.

EX. GVW RIM 987.32 4" 981.37 (E&W)

PLEASANT RIDGE (50'WIDTH)

EAST QUARTER CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 96, O.C.R.

EX. SAN. M.H. RIM 977.56 10" IE 966.56 (NW) 10" IE 966.32 (E)

EX. 10" SAN.

EX. STM. M.H. RIM 977.03

S 85°48'22" E 2646.52'
(REC S 85°48'19" E 2646.54)

SET IRON

2519.46'

CENTER POST SECTION 12, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 36875, PAGE 231 O.C.R.

15" IE 974.37
15" IE 974.40

S 30°06'23" E 464.75'

PAINT CREEK TRAIL

FOUND MON.

WOVEN WIRE

EX. 10' WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 305, O.C.R.

SHED

426.92'
S 01°57'13" E 1317.00'
(REC S 01°59'25" E)

EX. 12" WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 307, O.C.R.

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 306, O.C.R.

EX. 2" GAS MAIN

DESCRIPTION AS SURVEYED

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 134.39 FEET ALONG THE EAST LINE SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 117.60 FEET ALONG THE EAST LINE OF SECTION 11 (RECORD NORTH 01 DEGREES 11 MINUTES WEST 119.06 FEET) AND THE EAST LINE OF VILLAGE HOME SITE CONDOMINIUMS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408 AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810; THENCE SOUTH 17 DEGREES 09 MINUTES 07 SECONDS EAST 43.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 27 DEGREES 19 MINUTES 08 SECONDS EAST 77.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 173.85 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE EAST AND WEST QUARTER LINE OF SECTION 12; THENCE CONTINUING SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 464.79 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE NORTH LINE OF LINE OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST (RECORDED AS NORTH 87 DEGREES 12 MINUTES WEST) 345.66 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE EAST LINE OF SECTION 11; THENCE CONTINUING SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST 460.78 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION (RECORD NORTH 87 DEGREES 12 MINUTES WEST) TO THE NORTHEAST CORNER LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 04 DEGREES 42 MINUTES 58 SECONDS EAST 159.69 FEET (RECORD 160.65) ALONG THE EAST LINE OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE (60.00 FEET WIDE) (PLATTED AS GRAND VIEW AVENUE); THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 117.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE; THENCE NORTH 04 DEGREES 42 MINUTES 00 SECONDS WEST 110.00 FEET TO THE SOUTH LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 140.00 FEET ALONG SOUTH LINE LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE NORTH 04 DEGREES 48 MINUTES 44 SECONDS WEST 57.40 FEET ALONG WEST LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 87 DEGREES 30 MINUTES 47 SECONDS WEST 5.00 FEET TO THE EAST RIGHT OF WAY LINE OF M-24 (HALF WIDTH 29 FEET); THENCE NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 333.26 FEET ALONG THE EAST RIGHT OF WAY OF M-24 (HALF WIDTH 29 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 11; THENCE CONTINUING NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 89.48 FEET (RECORD NORTH 03 DEGREES 18 MINUTES EAST 89.32 FEET) TO THE SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY RECORDED IN LIBER 52 PAGE 17; THENCE NORTH 82 DEGREES 06 MINUTES 07 SECONDS EAST 296.88 FEET (RECORDED AS 295.59 FEET) ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; THENCE NORTH 02 DEGREES 52 MINUTES 01 SECONDS WEST 58.02 FEET (RECORDED AS 58.62 FEET) ALONG THE EAST LINES OF LOTS 59 AND 60 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY TO THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408, AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810, OAKLAND COUNTY RECORDS; THENCE NORTH 80 DEGREES 39 MINUTES 22 SECONDS EAST 448.64 FEET (RECORD NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST 448.40 FEET) ALONG THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINING 11.54 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township
Michigan 48315

Phone 586 726 1234
Fax 586 726 8780

www.aewinc.com

ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

TOPOGRAPHICAL SURVEY

CLIENT:

MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RO	SVP	MARCH 2025

SCALE: 1" = 50'

0 25 50 100

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.

0361-0078

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SHEET NO.

9

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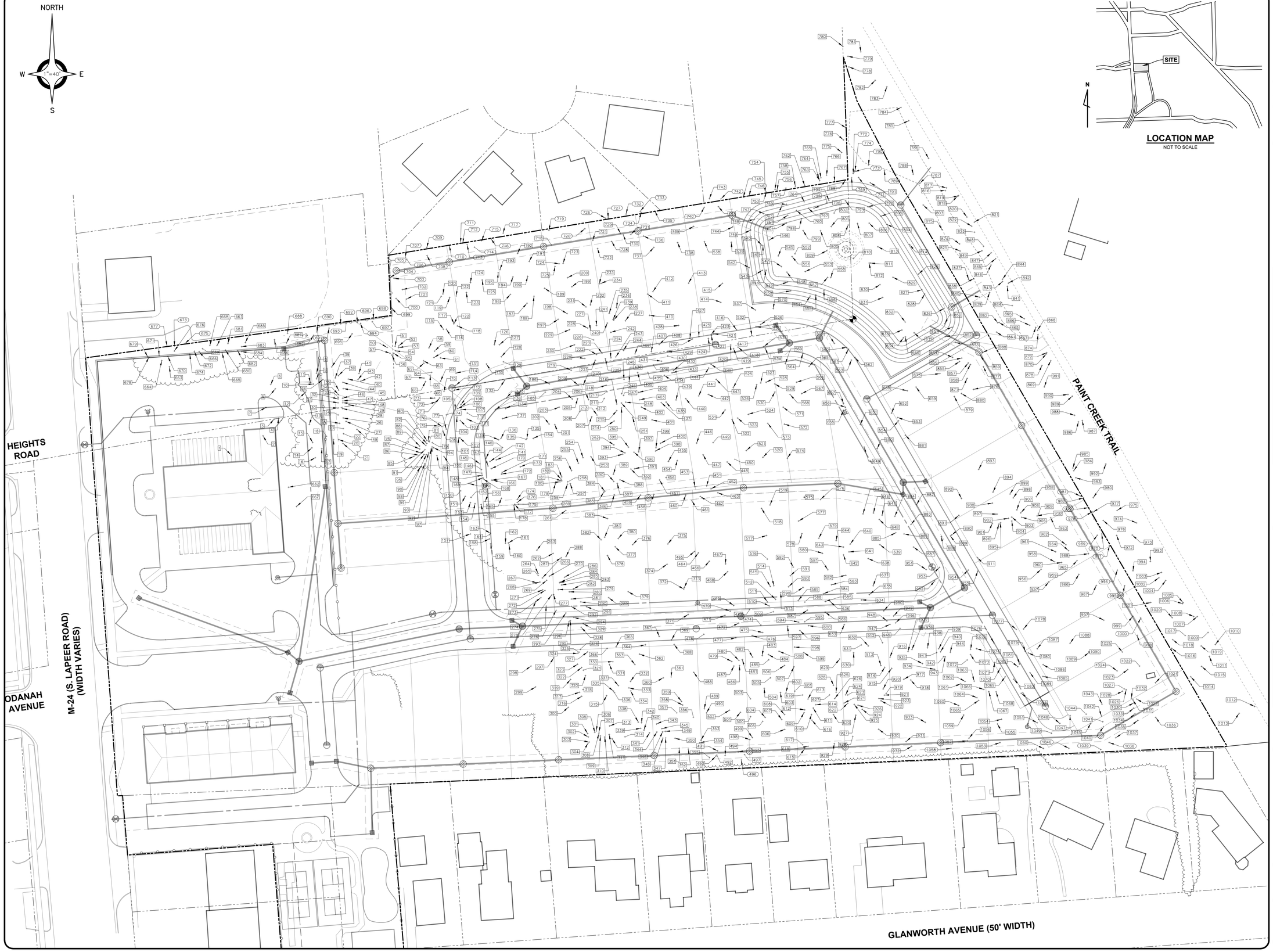

LOCATION MAP
NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
05/13/2025	Supplement Site Plan Package

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

TREE SURVEY

CLIENT:
MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RO	SVP	MARCH 2025

SCALE:
1" = 40'
0 20 40 80

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.
0361-0078

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SHEET NO.
10

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Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
1	Gleditsia triacanthos	Honey locust	21.8	16.1	6.3		Poor	Building			
2	Fraxinus pennsylvanica	Green ash	14.3				Poor	Building			
3	Taxodium distichum	Bald cypress	22.0				Fair	Sidewalk			
4	Acer negundo	Box elder	4.9				Poor	Sidewalk			
5	Juglans nigra	Black walnut	5.0				Fair	Pavement			
6	Juglans nigra	Black walnut	4.7				Fair	Pavement			
7	Juglans nigra	Black walnut	5.4				Poor	Utility			
8	Acer negundo	Box elder	8.1				Poor				
9	Acer negundo	Box elder	9.5	8.9			Fair				
10	Juglans nigra	Black walnut	7.3				Fair				
11	Acer negundo	Box elder	5.5				Fair				
12	Acer negundo	Box elder	8.2				Fair				
13	Acer negundo	Box elder	12.3				Fair				
14	Acer negundo	Box elder	12.4				Fair				
15	Acer negundo	Box elder	7.5				Fair				
16	Juglans nigra	Black walnut	7.6				Fair				
17	Acer negundo	Box elder	9.3	8.5	8.0		Fair				
18	Acer negundo	Box elder	9.2				Fair				
19	Acer negundo	Box elder	4.8				Poor				
20	Picea abies	Norway spruce	4.5				Fair				
21	Fraxinus americana	White Ash	14.2	10.4			Fair				
22	Picea abies	Norway spruce	10.4				Fair				
23	Picea abies	Norway spruce	4.9				Poor				
24	Tsuga mertensiana	Mountain hemlock	8.3				Fair				
25	Tsuga mertensiana	Mountain hemlock	4.6				Fair				
26	Pseudotsuga menzesii	Douglas fir	10.7				Fair				
27	Acer negundo	Box elder	6.0				Fair				
28	Pseudotsuga menzesii	Common Douglas-fir	7.2				Fair				
29	Acer negundo	Box elder	8.6				Poor				
30	Pseudotsuga menzesii	Douglas fir	9.4				Fair				
31	Pseudotsuga menzesii	Douglas fir	6.4				Very Poor				
32	Pseudotsuga menzesii	Douglas fir	5.3				Very Poor				
33	Pseudotsuga menzesii	Douglas fir	7.6				Fair				
34	Pseudotsuga menzesii	Douglas fir	5.9				Fair				
35	Pseudotsuga menzesii	Douglas fir	9.4				Poor				
36	Acer negundo	Box elder	5.8				Fair				
37	Acer negundo	Box elder	7.2				Fair				
38	Acer negundo	Box elder	6.4				Fair				
39	Acer negundo	Box elder	4.2				Fair				
40	Acer negundo	Box elder	6.8				Poor				
41	Acer negundo	Box elder	8.5	7.6	6.0		Fair				
42	Acer negundo	Box elder	6.7				Fair				
43	Acer negundo	Box elder	10.2				Fair				
44	Pseudotsuga menzesii	Douglas fir	13.7				Fair				
45	Pseudotsuga menzesii	Douglas fir	10.7				Poor				
46	Pseudotsuga menzesii	Douglas fir	10.4				Fair				
47	Pseudotsuga menzesii	Douglas fir	9.1				Very Poor				
48	Pseudotsuga menzesii	Douglas fir	10.8				Fair				
49	Acer negundo	Box elder	5.1				Poor				
50	Acer negundo	Box elder	5.2				Poor				
51	Acer negundo	Box elder	5.2				Fair				
52	Acer negundo	Box elder	4.2				Fair				
53	Acer platanoides	Norway maple	5.9				Fair				
54	Salix nigra	Black willow	22.1				Very Poor				
55	Ulmus americana	American elm	9.8				Poor				
56	Acer negundo	Box elder	5.6				Fair				
57	Acer negundo	Box elder	5.4				Poor				
58	Acer negundo	Box elder	9.5				Poor				
59	Acer negundo	Box elder	5.9				Fair				
60	Acer negundo	Box elder	4.7				Very Poor				
61	Juglans nigra	Black walnut	13.4				Fair				
62	Acer negundo	Box elder	8.1				Poor				
63	Acer negundo	Box elder	5.1				Fair				
64	Acer negundo	Box elder	7.1				Very Poor				
65	Acer platanoides	Norway maple	6.8				Fair				
66	Acer negundo	Box elder	5.4				Poor				
67	Acer negundo	Box elder	12.3				Very Poor				
68	Acer negundo	Box elder	11.4				Fair				
69	Acer negundo	Box elder	11.8				Very Poor				
70	Prunus serotina	Black cherry	6.6				Poor				
71	Populus deltoides	Eastern cottonwood	28.3				Fair				
72	Acer negundo	Box elder	9.7				Fair				
73	Acer platanoides	Norway maple	6.0				Fair				
74	Acer negundo	Box elder	13.4				Poor				
75	Acer negundo	Box elder	6.0				Poor				
76	Acer negundo	Box elder	11.1				Fair				
77	Acer negundo	Box elder	8.3				Fair				
78	Acer negundo	Box elder	5.1				Poor				
79	Ailanthus altissima	Tree of Heaven	5.4				Fair				
80	Ailanthus altissima	Tree of Heaven	7.5				Fair				
81	Ailanthus altissima	Tree of Heaven	5.6				Fair				
82	Ailanthus altissima	Tree of Heaven	4.4				Fair				
83	Ailanthus altissima	Tree of Heaven	7.8				Poor				
84	Acer negundo	Box elder	12.2				Fair				
85	Ailanthus altissima	Tree of Heaven	5.2				Fair				
86	Ailanthus altissima	Tree of Heaven	6.7	5.1			Fair				
87	Ailanthus altissima	Tree of Heaven	7.2				Fair				
88	Ailanthus altissima	Tree of Heaven	5.2	5.1			Fair				
89	Ailanthus altissima	Tree of Heaven	4.6				Fair				
90	Ailanthus altissima	Tree of Heaven	5.4				Fair				
91	Ailanthus altissima	Tree of Heaven	10.3				Fair				
92	Ailanthus altissima	Tree of Heaven	5.9				Fair				
93	Ailanthus altissima	Tree of Heaven	7.3				Fair				
94	Ailanthus altissima	Tree of Heaven	11.9				Fair				
95	Ailanthus altissima	Tree of Heaven	7.7				Fair				
96	Robinia pseudoacacia	Black locust	6.1				Fair				
97	Robinia pseudoacacia	Black locust	8.3				Fair				
98	Robinia pseudoacacia	Black locust	5.1				Very Poor				
99	Juglans nigra	Black walnut	4.2				Fair				
100	Acer negundo	Box elder	5.6				Fair				
101	Acer negundo	Box elder	10.0				Fair				
102	Acer negundo	Box elder	6.3				Poor				
103	Acer negundo	Box elder	9.1				Poor				
104	Acer negundo	Box elder	4.9				Fair				
105	Acer negundo	Box elder	5.6				Fair				
106	Acer negundo	Box elder	5.0				Poor				
107	Acer negundo	Box elder	5.1				Fair				
108	Acer negundo	Box elder	5.9				Fair				
109	Acer negundo	Box elder	4.0				Very Poor				
110	Acer negundo	Box elder	8.0				Fair				
111	Acer negundo	Box elder	14.3	10.1			Fair				
112	Acer negundo	Box elder	4.1				Very Poor				
113	Acer negundo	Box elder	13.3				Fair				
114	Acer negundo	Box elder	17.7				Very Poor				
115	Juglans nigra	Black walnut	10.6				Fair				
116	Juglans nigra	Black walnut	7.5				Fair				
117	Acer negundo	Box elder	17.4				Poor				
118	Prunus serotina	Black cherry	5.5				Very Poor				
119	Quercus velutina	Black oak	6.8				Poor				
120	Prunus serotina	Black cherry	7.9				Very Poor				
121	Juglans nigra	Black walnut	20.8				Fair				
122	Quercus velutina	Black oak	6.0				Poor				
123	Quercus velutina	Black oak	17.4				Fair				
124	Juglans nigra	Black walnut	18.2				Fair				
125	Cercis canadensis	Eastern redbud	4.0				Fair				
126	Acer negundo	Box elder	6.6				Very Poor				
127	Acer negundo	Box elder	5.8				Very Poor				
128	Acer negundo	Box elder	4.0				Poor				
129	Acer negundo	Box elder	4.2				Poor				
130	Acer negundo	Box elder	6.8				Poor				
131	Juglans nigra	Black walnut	12.8				Poor				
132	Ulmus americana	American elm	14.6				Fair				
133	Acer negundo	Box elder	12.1				Poor				
134	Acer negundo	Box elder	10.8	5.1			Fair				
135	Juglans nigra	Black walnut	12.2				Fair				
136	Acer negundo	Box elder	6.4				Very Poor				
137	Acer negundo	Box elder	13.3				Fair				
138	Acer negundo	Box elder	9.4				Fair				
139	Acer negundo	Box elder	5.5				Poor				
140	Acer platanoides	Norway maple	7.0	4.3			Fair				

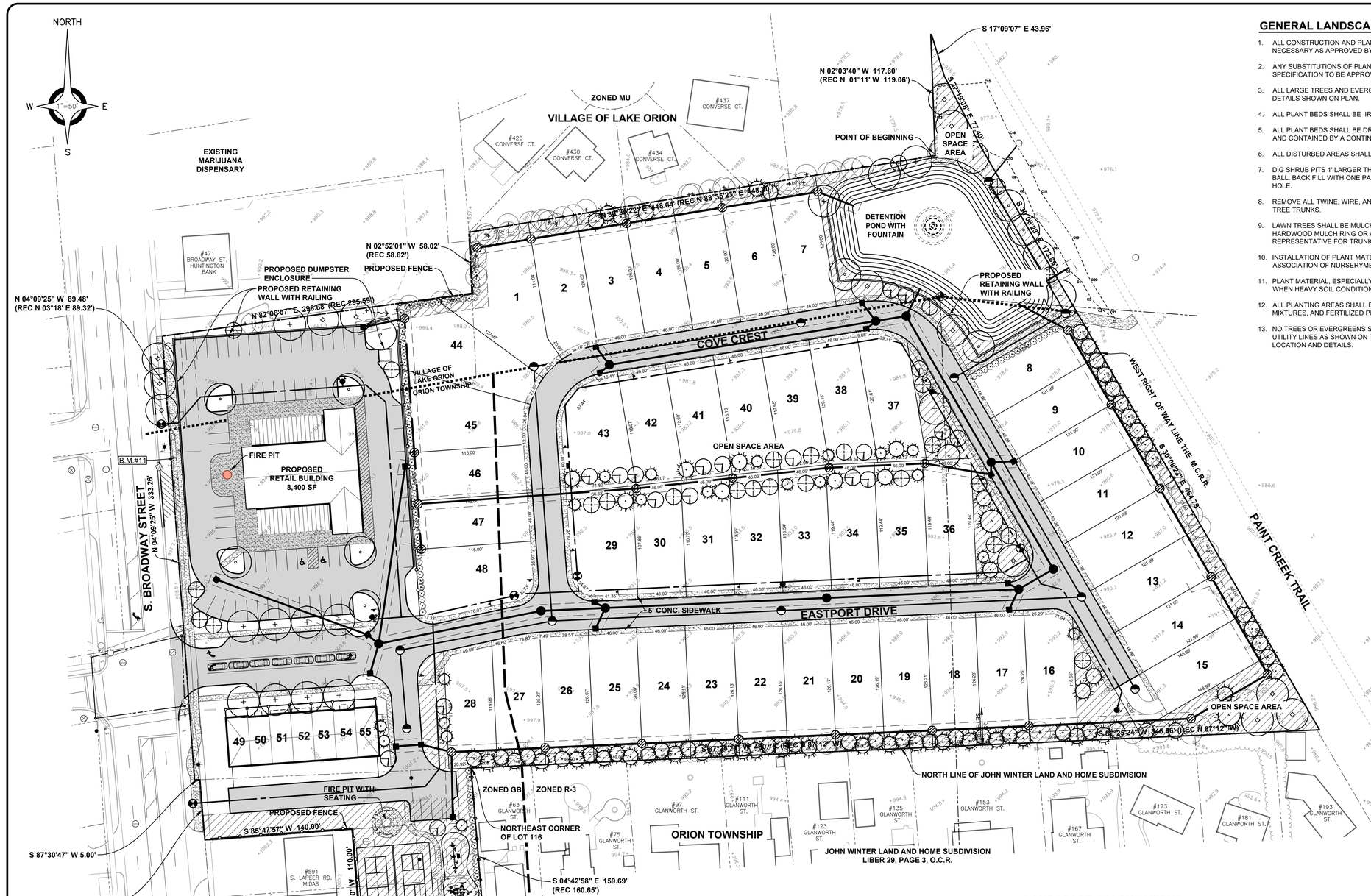
Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
141	Acer negundo	Box elder	14.4				Fair				
142	Acer negundo	Box elder	4.6				Fair				
143	Acer negundo	Box elder	5.5				Fair				
144	Acer negundo	Box elder	8.6				Fair				
145	Acer negundo	Box elder	8.6				Poor				
146	Acer negundo	Box elder	9.2				Fair				
147	Acer negundo	Box elder	13.8				Fair				
148	Acer negundo	Box elder	10.9	7.6			Poor				
149	Juglans nigra	Black walnut	4.7				Fair				
150	Acer negundo	Box elder	8.0	5.9			Very Poor				
151	Juglans nigra	Black walnut	12.1				Fair				
152	Acer negundo	Box elder	11.6	9.5	9.2		Fair				
153	Acer negundo	Box elder	6.3				Poor				
154	Acer negundo	Box elder	5.9	4.2			Poor				
155	Acer negundo	Box elder	6.8				Fair				
156	Acer negundo	Box elder	6.0				Very Poor				
157	Acer negundo	Box elder	12.2				Poor				
158	Acer negundo	Box elder	8.4				Poor				
159	Acer negundo	Box elder	7.3				Poor				
160	Acer negundo	Box elder	13.3	8.4			Fair				
161	Acer negundo	Box elder	18.3	10.6			Fair				
162	Acer negundo	Box elder	6.5	5.9			Poor				
163	Acer negundo	Box elder	9.5	5.1			Fair				
164	Acer negundo	Box elder	4.5				Fair				
165	Acer negundo	Box elder	5.1				Fair				
166	Acer platanoides	Norway maple	7.0				Fair				
167	Acer platanoides	Norway maple	6.2				Fair				
168	Acer platanoides	Norway maple	5.2				Fair				
169	Acer negundo	Box elder	8.5				Very Poor				
170	Acer platanoides	Norway maple	10.1				Fair				
171	Acer negundo	Box elder	19.5	10.8			Fair				
172	Acer negundo	Box elder	7.8	7.6			Poor				
173	Acer negundo	Box elder	8.1				Fair				
174	Acer negundo	Box elder	7.2	5.5			Very Poor				
175	Acer negundo	Box elder	9.8				Very Poor				
176	Acer negundo	Box elder	5.7				Fair				
177	Acer negundo	Box elder	5.4				Poor				
178	Acer negundo	Box elder	7.5				Fair				
179	Acer negundo	Box elder	7.2	4.0			Poor				
180	Acer negundo	Box elder	12.1				Fair				
181	Acer negundo	Box elder	11.8				Fair				
182	Acer platanoides	Norway maple	12.8				Fair				
183	Acer negundo	Box elder	13.2				Fair				
184	Acer negundo	Box elder	7.0	7.0	6.8		Fair				
185	Acer negundo	Box elder	5.6				Poor				
186	Acer negundo	Box elder	9.5				Poor				
187	Juglans nigra	Black walnut	4.0				Fair				
188	Juglans nigra	Black walnut	5.0				Fair				
189	Quercus velutina	Black oak	6.8				Fair				
190	Ulmus americana	American elm	10.0				Fair				
191	Prunus serotina	Black cherry	11.1				Fair				
192	Quercus velutina	Black oak	15.9	11.2	9.0		Fair				
193	Quercus velutina	Black oak	11.5				Fair				
194	Quercus velutina	Black oak	27.6			X	Very Poor				
195	Quercus velutina	Black oak	7.3				Fair				
196	Juglans nigra	Black walnut	5.8				Fair				
197	Quercus velutina	Black oak	16.8	16.5	15.1		Fair				
198	Acer negundo	Box elder	5.2	4.2			Poor				
199	Quercus velutina	Black oak	11.2	10.3			Fair				
200	Juglans nigra	Black walnut	4.9				Fair				
201	Acer negundo	Box elder	6.5				Fair				
202	Pinus sylvestris	Scotts Pine	11.0				Very Poor				
203	Pinus sylvestris	Scotts Pine	15.3				Fair				
204	Pinus resinosa	Red pine	13.7				Fair				
205	Pinus resinosa	Red pine	14.7				Fair				
206	Acer negundo	Box elder	5.9				Fair				
207	Pinus sylvestris	Scotts Pine	11.7				Poor				
208	Pinus resinosa	Red pine	15.5				Fair				
209	Pinus resinosa	Red pine	14.2				Fair				
210	Pinus resinosa	Red pine	14.1				Fair				
211	Ulmus americana	American elm	5.1				Fair				
212	Pinus resinosa	Red pine	12.5				Fair				
213	Pinus sylvestris	Scotts Pine	9.3				Fair				
214	Acer negundo	Box elder	5.5				Fair				
215	Pinus sylvestris	Scotts Pine	9.9				Fair				
216	Pinus resinosa	Red pine	6.6				Very Poor				
217	Pinus resinosa	Red pine	13.0				Fair				
218	Pinus resinosa	Red pine	12.1				Poor				
219	Acer negundo	Box elder	27.7				Very Poor				
220	Pinus resinosa	Red pine	13.9				Fair				
221	Pinus resinosa	Red pine	16.1				Fair				
222	Acer negundo	Box elder	4.3				Poor				
223	Quercus alba	White oak	8.1				Fair				
224	Pinus resinosa	Red pine	9.1				Fair				
225	Pinus resinosa	Red pine	17.5				Fair				
226	Acer negundo	Box elder	4.0				Fair				
227	Acer negundo	Box elder	4.2				Fair				
228	Populus deltoides	Eastern cottonwood	6.2				Fair				
229	Acer negundo	Box elder	7.7				Fair				
230	Acer negundo	Box elder	8.0				Fair				
231	Picea abies	Norway spruce	4.9				Fair				
232	Quercus velutina	Black oak	15.2	10.4			Fair				
233	Populus deltoides	Eastern cottonwood	4.5				Fair				
234	Populus deltoides	Eastern cottonwood	4.0				Fair				
235	Populus deltoides	Eastern cottonwood	4.5				Fair				
236	Populus deltoides	Eastern cottonwood	5.0				Fair				
237	Ulmus americana	American elm	7.0				Fair				
238	Malus pumila	Cultivated apple	4.1				Poor				
239	Malus pumila	Cultivated apple	5.4				Fair				
240	Populus deltoides	Eastern cottonwood	5.6				Fair				
241	Populus deltoides	Eastern cottonwood	7.7				Fair				
242	Acer negundo	Box elder	4.8				Fair				
243	Pinus resinosa	Red pine	11.7				Fair				
244	Pinus resinosa	Red pine	15.0				Fair				
245	Acer rubrum	Red maple	5.9				Fair				
246	Acer negundo	Box elder	11.5	9.5			Fair				
247	Pinus resinosa	Red pine	8.6				Poor				
248	Pinus resinosa	Red pine	16.2				Fair				
249	Pinus resinosa	Red pine	14.3				Fair				
250	Acer negundo	Box elder	8.5				Poor				
251	Acer negundo	Box elder	8.1				Fair				
252	Acer negundo	Box elder	13.3				Fair				
253	Acer platanoides	Norway maple	13.6				Fair				
254	Acer platanoides	Norway maple	12.9				Fair				
255	Acer negundo	Box elder	8.7				Fair				
256	Acer negundo	Box elder	13.7				Poor				
257	Acer negundo	Box elder	13.5				Fair				
258	Acer negundo	Box elder	9.5				Fair				
259	Ulmus americana	American elm	5.5	4.1			Fair				
260	Acer negundo	Box elder	9.1	9.0	7.7		Fair				
261	Acer negundo	Box elder	6.9	5.7			Fair				
262	Acer negundo	Box elder	8.4				Fair				
263	Acer negundo	Box elder	21.1				Poor				
264	Acer negundo	Box elder	9.1				Fair				
265	Acer negundo	Box elder	5.1				Fair				
266	Acer negundo	Box elder	8.3				Fair				
267	Acer negundo	Box elder	6.8				Fair				
268	Acer platanoides	Norway maple	4.6	4.1			Fair				
269	Acer negundo	Box elder	5.8				Fair				
270	Acer negundo	Box elder	9.0				Fair				
271	Acer negundo	Box elder	6.7				Poor				
272	Acer negundo	Box elder	4.2				Fair				
273	Acer negundo	Box elder	5.6				Poor				
274	Ulmus americana	American elm	16.7				Very Poor				
275	Acer negundo	Box elder	7.4				Fair				
276	Acer negundo	Box elder	12.1	6.4			Fair				
277	Acer negundo	Box elder	8.1				Poor				
278	Acer negundo	Box elder	5.7				Very Poor				
279	Acer negundo	Box elder	6.8				Poor				
280	Robinia pseudoacacia	Black locust	36.0			X	Fair				

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
281	Acer negundo	Box elder	4.1				Poor				
282	Acer negundo	Box elder	5.7				Poor				
283	Acer negundo	Box elder	5.0				Poor				
284	Acer platanoides	Norway maple	4.0				Fair				
285	Acer negundo	Box elder	6.0				Fair				
286	Acer negundo	Box elder	8.0				Poor				
287	Acer platanoides	Norway maple	5.3				Poor				
288	Ulmus pumila	Siberian elm	19.9				Fair				
289	Acer negundo	Box elder	11.5				Fair				
290	Acer negundo	Box elder	5.3				Poor				
291	Acer negundo	Box elder	4.5				Very Poor				
292	Robinia pseudoacacia	Black locust	15.6				Fair				
293	Acer negundo	Box elder	4.3				Poor				
294	Acer negundo	Box elder	6.8				Poor				
295	Robinia pseudoacacia	Black locust	7.6				Poor				
296	Acer negundo	Box elder	5.9				Fair				
297	Acer negundo	Box elder	4.0				Fair				
298	Acer negundo	Box elder	6.0				Fair				
299	Acer negundo	Box elder	5.3				Poor				
300	Acer negundo	Box elder	10.4				Fair				
301	Robinia pseudoacacia	Black locust	5.7				Poor				
302	Robinia pseudoacacia	Black locust	17.0	12.8			Fair				
303	Robinia pseudoacacia	Black locust	27.8				Poor				
304	Robinia pseudoacacia	Black locust	14.0				Fair				
305	Acer negundo	Box elder	11.6				Poor				
306	Robinia pseudoacacia	Black locust	9.3				Fair				
307	Robinia pseudoacacia	Black locust	8.5				Very Poor				
308	Robinia pseudoacacia	Black locust	6.4				Poor				
309	Robinia pseudoacacia	Black locust	11.3	8.9			Fair				
310	Robinia pseudoacacia	Black locust	16.8				Very Poor				
311	Robinia pseudoacacia	Black locust	13.3				Fair				
312	Robinia pseudoacacia	Black locust	17.8				Fair				
313	Robinia pseudoacacia	Black locust	13.8				Poor				
314	Acer negundo	Box elder	5.6				Fair				
315	Acer negundo	Box elder	4.5				Fair				
316	Acer negundo	Box elder	6.2				Fair				
317	Acer negundo	Box elder	6.0				Excellent				
318	Acer negundo	Box elder	9.8	5.0			Fair				
319	Acer negundo	Box elder	8.6				Poor				
320	Ulmus pumila	Siberian elm	32.3				Poor				
321	Acer negundo	Box elder	5.1				Fair				
322	Acer negundo	Box elder	5.9				Fair				
323	Acer negundo	Box elder	5.3				Fair				
324	Acer negundo	Box elder	5.8				Fair				
325	Acer negundo	Box elder	7.2				Fair				
326	Acer negundo	Box elder	4.9	4.3			Poor				
327	Robinia pseudoacacia	Black locust	11.8				Very Poor				
328	Acer negundo	Box elder	4.8				Poor				
329	Robinia pseudoacacia	Black locust	29.4				Poor				
330	Acer negundo	Box elder	4.6				Poor				
331	Pseudotsuga menzesii	Douglas fir	28.4				Poor				
332	Ulmus pumila	Siberian elm	17.7	13.1			Poor				
333	Acer negundo	Box elder	7.5				Poor				
334	Acer rubrum	Red maple	14.2				Fair				
335	Ulmus pumila	Siberian elm	15.3				Fair				
336	Malus pumila	Cultivated apple	6.1				Poor				
337	Taxus cuspidata	Japanese yew	4.0				Fair				
338	Ulmus pumila	Siberian elm	18.5				Very Poor				
339	Acer negundo	Box elder	7.5				Very Poor				
340	Robinia pseudoacacia	Black locust	13.1				Poor				
341	Robinia pseudoacacia	Black locust	14.0				Fair				
342	Acer negundo	Box elder	6.8				Poor				
343	Robinia pseudoacacia	Black locust	7.0				Very Poor				
344	Acer negundo	Box elder	7.4				Fair				
345	Robinia pseudoacacia	Black locust	17.1				Fair				
346	Robinia pseudoacacia	Black locust	20.8				Fair				
347	Robinia pseudoacacia	Black locust	23.1				Fair				
348	Robinia pseudoacacia	Black locust	10.1				Fair				
349	Acer negundo	Box elder	6.0				Poor				
350	Robinia pseudoacacia	Black locust	6.4				Very Poor				
351	Acer negundo	Box elder	4.7				Fair				
352	Acer negundo	Box elder	5.0				Very Poor				
353	Acer negundo	Box elder	8.1				Poor				
354	Ulmus pumila	Siberian elm	17.5	15.4			Fair				
355	Ulmus pumila	Siberian elm	15.1				Fair				
356	Acer saccharinum	Silver maple	19.6	18.5	15.1		Fair				
357	Robinia pseudoacacia	Black locust	25.8				Poor				
358	Acer negundo	Box elder	4.0				Poor				
359	Acer negundo	Box elder	7.0				Very Poor				
360	Taxus cuspidata	Japanese yew	6.2				Fair				
361	Robinia pseudoacacia	Black locust	20.8	18.4	12.0		Fair				
362	Acer negundo	Box elder	6.0				Very Poor				
363	Ulmus pumila	Siberian elm	17.8				Fair				
364	Thuja occidentalis	Northern white cedar	8.0	7.4			Fair				
365	Acer negundo	Box elder	4.2				Poor				
366	Acer negundo	Box elder	5.1				Poor				
367	Acer negundo	Box elder	20.5				Very Poor				
368	Acer negundo	Box elder	8.3				Fair				
369	Acer negundo	Box elder	8.5				Very Poor				
370	Acer negundo	Box elder	21.5				Fair				
371	Acer negundo	Box elder	16.9				Fair				
372	Acer negundo	Box elder	5.5	4.5			Poor				
373	Acer negundo	Box elder	7.0				Poor				
374	Acer negundo	Box elder	7.2				Poor				
375	Acer negundo	Box elder	39.5			X	Fair				
376	Acer negundo	Box elder	7.3				Very Poor				
377	Acer negundo	Box elder	17.3				Fair				
378	Acer negundo	Box elder	15.3	6.0			Fair				
379	Acer negundo	Box elder	14.5				Fair				
380	Acer negundo	Box elder	11.2				Fair				
381	Acer negundo	Box elder	11.4	9.5			Poor				
382	Acer negundo	Box elder	14.8				Fair				
383	Quercus bicolor	Swamp white oak	17.1				Poor				
384	Acer negundo	Box elder	5.4				Poor				
385	Acer negundo	Box elder	4.7				Poor				
386	Acer negundo	Box elder	13.6	7.8			Poor				
387	Acer saccharinum	Silver maple	22.0				Fair				
388	Acer saccharinum	Silver maple	7.3				Fair				
389	Acer negundo	Box elder	6.6				Very Poor				
390	Acer negundo	Box elder	13.2				Poor				
391	Salix nigra	Black willow	17.6	16.9			Fair				
392	Ulmus americana	American elm	7.5				Fair				
393	Acer negundo	Box elder	6.7				Poor				
394	Acer negundo	Box elder	8.8				Poor				
395	Acer negundo	Box elder	6.5				Poor				
396	Acer negundo	Box elder	7.7				Fair				
397	Acer negundo	Box elder	15.4				Poor				
398	Acer negundo	Box elder	8.5				Poor				
399	Acer negundo	Box elder	6.0				Very Poor				
400	Ulmus americana	American elm	20.8				Fair				
401	Acer negundo	Box elder	5.5				Fair				
402	Pinus sylvestris	Scotts Pine	12.6				Fair				
403	Pinus sylvestris	Scotts Pine	9.2				Very Poor				
404	Pinus resinosa	Red pine	11.0				Fair				
405	Pinus resinosa	Red pine	16.8				Fair				
406	Pinus resinosa	Red pine	9.9				Fair				
407	Pinus resinosa	Red pine	16.5				Fair				
408	Pinus resinosa	Red pine	10.6				Poor				
409	Pinus resinosa	Red pine	17.2				Fair				
410	Ulmus americana	American elm	7.5				Fair				
411	Ulmus americana	American elm	4.5				Poor				
412	Quercus velutina	Black oak	33.9			X	Fair				
413	Quercus velutina	Black oak	23.6			

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
561	Pinus resinosa	Red pine	14.0				Poor				
562	Acer negundo	Box elder	6.5				Poor				
563	Acer negundo	Box elder	4.5				Very Poor				
564	Quercus velutina	Black oak	17.4				Poor				
565	Acer negundo	Box elder	8.7				Poor				
566	Ulmus americana	American elm	9.3				Very Poor				
567	Quercus macrocarpa	Bur oak	7.7				Fair				
568	Pinus sylvestris	Scotts Pine	18.3				Poor				
569	Pinus resinosa	Red pine	15.1				Fair				
570	Quercus velutina	Black oak	30			X	Fair				
571	Ulmus americana	American elm	4.8				Poor				
572	Acer negundo	Box elder	5.3				Very Poor				
573	Acer negundo	Box elder	7.0				Poor				
574	Populus deltoides	Eastern cottonwood	61.5	21.4	10.4	X	Fair				
575	Acer negundo	Box elder	11.4	9.1	5.5		Very Poor				
576	Acer negundo	Box elder	18.5	18.0			Poor				
577	Acer negundo	Box elder	6.4				Poor				
578	Acer negundo	Box elder	8.7				Very Poor				
579	Acer negundo	Box elder	7.0	4.5			Very Poor				
580	Acer negundo	Box elder	5.0				Poor				
581	Quercus bicolor	Swamp white oak	12.5				Poor				
582	Acer negundo	Box elder	5.2				Very Poor				
583	Acer negundo	Box elder	6.5	6.2			Very Poor				
584	Acer negundo	Box elder	8.5	5.8			Poor				
585	Robinia pseudoacacia	Black locust	21.9				Fair				
586	Robinia pseudoacacia	Black locust	14.5				Fair				
587	Acer negundo	Box elder	4.8				Poor				
588	Acer negundo	Box elder	9.0				Fair				
589	Robinia pseudoacacia	Black locust	12.5				Fair				
590	Robinia pseudoacacia	Black locust	14.0				Poor				
591	Acer negundo	Box elder	11.0				Very Poor				
592	Acer negundo	Box elder	8.5				Very Poor				
593	Robinia pseudoacacia	Black locust	24.7				Poor				
594	Robinia pseudoacacia	Black locust	11.0				Poor				
595	Robinia pseudoacacia	Black locust	20.5				Fair				
596	Acer negundo	Box elder	7.8				Poor				
597	Prunus serotina	Black cherry	6.2				Poor				
598	Acer saccharinum	Silver maple	20.1				Fair				
599	Acer platanoides	Norway maple	14.7				Fair				
600	Prunus serotina	Black cherry	4.8				Very Poor				
601	Robinia pseudoacacia	Black locust	26.0				Fair				
602	Robinia pseudoacacia	Black locust	16.1				Poor				
603	Robinia pseudoacacia	Black locust	21.6				Fair				
604	Acer negundo	Box elder	6.1				Poor				
605	Acer negundo	Box elder	4.5				Poor				
606	Populus deltoides	Eastern cottonwood	33.8				Fair				
607	Acer negundo	Box elder	8.5				Poor				
608	Acer negundo	Box elder	5.3				Poor				
609	Robinia pseudoacacia	Black locust	15.1				Fair				
610	Acer negundo	Box elder	6.3				Poor				
611	Robinia pseudoacacia	Black locust	12.0				Fair				
612	Prunus serotina	Black cherry	4.5				Very Poor				
613	Acer saccharinum	Silver maple	8.9				Poor				
614	Robinia pseudoacacia	Black locust	19.0				Poor				
615	Acer negundo	Box elder	6.7				Poor				
616	Acer negundo	Box elder	4.9				Poor				
617	Robinia pseudoacacia	Black locust	21.9				Poor				
618	Robinia pseudoacacia	Black locust	17.0				Poor				
619	Robinia pseudoacacia	Black locust	15.6				Poor				
620	Acer negundo	Box elder	4.9	4.4			Very Poor				
621	Robinia pseudoacacia	Black locust	18.7				Poor				
622	Robinia pseudoacacia	Black locust	21.3				Poor				
623	Robinia pseudoacacia	Black locust	20.3				Fair				
624	Acer negundo	Box elder	10.1				Poor				
625	Robinia pseudoacacia	Black locust	15.8				Poor				
626	Acer negundo	Box elder	6.1				Poor				
627	Robinia pseudoacacia	Black locust	15.6				Poor				
628	Acer negundo	Box elder	6.8				Poor				
629	Acer platanoides	Norway maple	7.1				Fair				
630	Acer saccharinum	Silver maple	8.2				Fair				
631	Robinia pseudoacacia	Black locust	29.5				Poor				
632	Acer negundo	Box elder	6.4	4.2			Poor				
633	Acer negundo	Box elder	9.7				Poor				
634	Acer negundo	Box elder	12.5	7.3			Fair				
635	Acer platanoides	Norway maple	8.5				Fair				
636	Acer platanoides	Norway maple	4.9				Fair				
637	Acer negundo	Box elder	8.1	7.4			Poor				
638	Acer negundo	Box elder	8.2	8.1	6.8		Fair				
639	Acer negundo	Box elder	7.4				Poor				
640	Acer negundo	Box elder	8.1				Poor				
641	Acer negundo	Box elder	6.7				Poor				
642	Malus pumila	Cultivated apple	4.9				Very Poor				
643	Picea glauca	White spruce	11.7				Poor				
644	Acer negundo	Box elder	4.9				Poor				
645	Acer negundo	Box elder	8.4				Poor				
646	Acer negundo	Box elder	6.1				Poor				
647	Acer negundo	Box elder	6.0				Poor				
648	Acer negundo	Box elder	7.8				Very Poor				
649	Acer negundo	Box elder	4.7				Fair				
650	Acer negundo	Box elder	7.7	6.8			Poor				
651	Acer negundo	Box elder	7.2	6.4	5.1		Poor				
652	Quercus velutina	Black oak	18.2				Poor				
653	Acer saccharinum	Silver maple	42.3			X	Fair				
654	Prunus serotina	Black cherry	11.4				Poor				
655	Acer negundo	Box elder	5.0				Very Poor				
656	Acer negundo	Box elder	6.2				Poor				
657	Ulmus americana	American elm	5.2				Fair				
658	Acer negundo	Box elder	8.3				Fair				
659	Acer negundo	Box elder	8.5	5.6			Poor				
660	Acer negundo	Box elder	11.0				Poor				
661	Juniperus virginiana	Eastern redcedar	5.2				Fair				
662	Pinus sylvestris	Scotts Pine	14.4				Fair				
663	Acer negundo	Box elder	4.4				Fair				
664	Acer negundo	Box elder	10.4				Fair				
665	Acer negundo	Box elder	7.2				Very Poor				
666	Acer negundo	Box elder	18.4				Fair				
667	Malus pumila	Cultivated apple	8.1				Fair				
668	Acer platanoides	Norway maple	9.4	8.6			Fair				
669	Juniperus virginiana	Eastern redcedar	6.9				Fair				
670	Acer negundo	Box elder	10.5	8.3			Fair				
671	Acer negundo	Box elder	7.9	6.5			Fair				
672	Acer negundo	Box elder	11.7				Fair				
673	Ulmus pumila	Siberian elm	8.8				Fair				
674	Ulmus pumila	Siberian elm	17.8				Fair				
675	Ulmus pumila	Siberian elm	21.1	15.4			Fair				
676	Juniperus virginiana	Eastern redcedar	5.4				Fair				
677	Ulmus pumila	Siberian elm	15.5	12.5	5.1		Fair				N
678	Acer negundo	Box elder	6.0	4.6			Fair				
679	Acer negundo	Box elder	4.6				Fair				
680	Acer platanoides	Norway maple	8.8				Fair				
681	Pinus sylvestris	Scotts Pine	14.7				Fair				
682	Gleditsia triacanthos	Honey locust	32.0				Very Poor				
683	Acer platanoides	Norway maple	7.7				Fair				
684	Acer negundo	Box elder	4.2	4.2			Poor				
685	Abies concolor	White fir	8.5				Fair				
686	Acer negundo	Box elder	8.7				Very Poor				
687	Juglans nigra	Black walnut	17.2				Fair				
688	Acer negundo	Box elder	20.4				Very Poor				
689	Acer negundo	Box elder	9.3	8.4			Poor				
690	Juglans nigra	Black walnut	16.0	12.5			Fair				
691	Acer negundo	Box elder	5.4	3.5			Poor				
692	Juglans nigra	Black walnut	5.1				Poor				
693	Juglans nigra	Black walnut	10.5				Fair				
694	Ulmus americana	American elm	7.8				Fair				
695	Picea glauca	White spruce	5.0				Poor				
696	Acer negundo	Box elder	8.9				Fair				
697	Acer negundo	Box elder	4.9				Poor				
698	Juglans nigra	Black walnut	17.8				Fair				
699	Quercus velutina	Black oak	32.5			X	Fair				
700	Populus deltoides	Eastern cottonwood	6.9				Poor				

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
701	Juglans nigra	Black walnut	14.1				Fair				
702	Juglans nigra	Black walnut	10.6				Poor				
703	Juglans nigra	Black walnut	20.5				Fair				
704	Acer negundo	Box elder	7.2	4.1			Fair				
705	Juglans nigra	Black walnut	7.5				Poor				
706	Juglans nigra	Black walnut	10.7				Fair				
707	Acer negundo	Box elder	4.0				Poor				
708	Quercus canadensis	Eastern redcedar	4.5				Fair				
709	Juglans nigra	Black walnut	4.9				Fair				
710	Juglans nigra	Black walnut	20.1				Fair				X
711	Quercus canadensis	Eastern redcedar	4.9				Fair				X
712	Quercus canadensis	Eastern redcedar	5.7				Fair				
713	Juglans nigra	Black walnut	9.3				Poor				
714	Quercus velutina	Black oak	19.1				Fair				
715	Acer negundo	Box elder	4.2				Fair				
716	Quercus bicolor	Swamp white oak	4.5				Fair				
717	Acer saccharum	Sugar maple	20.1				Fair				
718	Quercus velutina	Black oak	13.8				Fair				
719	Prunus serotina	Black cherry	4.8				Poor				
720	Quercus velutina	Black oak	4.8				Fair				
721	Acer rubrum	Red maple	5.2				Fair				
722	Quercus ellipsoidalis	Northern pin oak	18.1				Poor				
723	Quercus ellipsoidalis	Northern pin oak	5.5				Fair				
724	Quercus ellipsoidalis	Northern pin oak	5.6				Very Poor				
725	Acer negundo	Box elder	7.5				Poor				
726	Quercus velutina	Black oak	8.9				Fair				X
727	Prunus serotina	Black cherry	8.4				Fair				X
728	Quercus velutina	Black oak	23.6				Poor				
729	Quercus velutina	Black oak	4.3				Fair				
730	Quercus velutina	Black oak	17.6	16.8	14.3		Fair				
731	Ulmus americana	American elm	4.7				Poor				
732	Quercus velutina	Black oak	4.8				Fair				X
733	Quercus velutina	Black oak	5.5				Dead				X
734	Quercus velutina	Black oak	10.2				Fair				X
735	Quercus velutina	Black oak	19.9				Fair				X
736	Quercus ellipsoidalis	Northern pin oak	8.7				Fair				
737	Quercus ellipsoidalis	Northern pin oak	26.1				Poor	X			
738	Quercus velutina	Black oak	25.9				Poor	X			
739	Picea glauca	White spruce	5.0				Poor				
740	Quercus bicolor	Swamp white oak	7.7				Fair				
741	Populus alba	White poplar	5.0				Fair				
742	Quercus bicolor	Swamp white oak	12.0				Fair				X
743	Ulmus americana	American elm	8.5				Fair				X
744	Quercus ellipsoidalis	Northern pin oak	26.0				Poor	X			
745	Carya ovata	Shagbark hickory	7.1				Fair				
746	Carya ovata	Shagbark hickory	23.8				Poor				
747	Quercus velutina	Black oak	11.8				Fair				
748	Quercus velutina	Black oak	14.0				Poor				
749	Quercus bicolor	Swamp white oak	5.3				Poor				
750	Carya ovata	Shagbark hickory	6.5				Poor				
751	Quercus velutina	Black oak	11.5				Poor				
752	Carya ovata	Shagbark hickory	5.2				Poor				
753	Carya ovata	Shagbark hickory	8.1				Fair				X
754	Quercus bicolor	Swamp white oak	16.1				Poor				X
755	Carya ovata	Shagbark hickory	4.3				Poor				X
756	Carya ovata	Shagbark hickory	4.3				Poor				X
757	Quercus ellipsoidalis	Northern pin oak	19.4				Poor				X
758	Carya ovata	Shagbark hickory	5.8				Poor				X
759	Quercus velutina	Black oak	19.2				Fair				
760	Quercus ellipsoidalis	Northern pin oak	11.8				Fair				
761	Quercus velutina	Black oak	19.9				Poor				
762	Carya ovata	Shagbark hickory	5.7				Fair				X
763	Carya ovata	Shagbark hickory	7.0				Fair				X
764	Sassafras albidum	Sassafras	5.6				Poor				X
765	Sassafras albidum	Sassafras	5.9				Poor				X
766	Carya ovata	Shagbark hickory	7.5				Poor				X
767	Prunus serotina	Black cherry	5.0				Poor				X
768	Sassafras albidum	Sassafras	11.4				Fair				
769	Prunus serotina	Black cherry	4.8				Fair				
770	Dropped	--	--				--				
771	Carya ovata	Shagbark hickory	20.4				Fair	X			
772	Tilia americana	American basswood	5.7				Fair				
773	Tilia americana	American basswood	4.3	4.5			Fair				
774	Tilia americana	American basswood	10.7				Poor				
775	Picea glauca	White spruce	8.0				Poor				X
776	Picea glauca	White spruce	8.1				Fair				X
777	Picea glauca	White spruce	7.6				Poor				X
778	Picea glauca	White spruce	6.5	5.1			Fair				X
779	Picea glauca	White spruce	7.6				Poor				X
780	Picea glauca	White spruce	7.8				Poor				X
781	Ulmus americana	American elm	7.8				Poor				X
782	Ulmus americana	American elm	7.5				Very Poor				X
783	Acer negundo	Box elder	4.5				Fair				X
784	Malus pumila	Cultivated apple	5.1				Fair				X
785	Ulmus americana	American elm	5.8				Fair				X
786	Populus deltoides	Eastern cottonwood	12.6				Poor				X
787	Salix nigra	Black willow	13.2				Fair				X
788	Salix nigra	Black willow	5.1	4.9			Fair				X
789	Salix nigra	Black willow	20.2				Fair				
790	Salix nigra	Black willow	6.1				Poor				
791	Acer negundo	Box elder	6.2				Poor				
792	Quercus velutina	Black oak	24.0				Poor	X			
793	Quercus velutina	Black oak	8.5				Poor				
794	Carya ovata	Shagbark hickory	4.6				Fair				
795	Quercus velutina	Black oak	10.2				Poor				
796	Carya ovata	Shagbark hickory	5.5				Poor				
797	Quercus ellipsoidalis	Northern pin oak	15.0				Fair				
798	Quercus velutina	Black oak	13.6				Fair				
799	Carya ovata	Shagbark hickory	5.9				Fair				
800	Carya ovata	Shagbark hickory	12.4	11.4			Fair				
801	Prunus serotina	Black cherry	12.9				Fair				
802	Quercus velutina	Black oak	18.2				Fair				
803	Acer platanoides	Norway maple	26.5				Fair	X			X
804	Carya ovata	Shagbark hickory	5.0				Fair				
805	Carya ovata	Shagbark hickory	6.5				Fair				
806	Carya ovata	Shagbark hickory	4.1				Fair				
807	Carya ovata	Shagbark hickory	12.4				Fair				
808	Quercus velutina	Black oak	18.3				Fair				
809	Quercus ellipsoidalis	Northern pin oak	20.2				Fair				
810	Quercus ellipsoidalis	Northern pin oak	23.7				Fair				
811	Ulmus americana	American elm	8.0				Fair				
812	Ulmus americana	American elm	4.0				Fair				
813	Quercus velutina	Black oak	21.3				Fair				
814	Acer platanoides	Norway maple	5.4				Poor				
815	Fraxinus pennsylvanica	Green ash	7.4				Very Poor				X
816	Carya ovata	Shagbark hickory	11.8				Fair				X
817	Carya ovata	Shagbark hickory	14.2				Fair				X
818	Prunus serotina	Black cherry	8.2				Poor				X
819	Acer platanoides	Norway maple	4.5				Fair				X
820	Acer platanoides	Norway maple	8.1				Very Poor				X
821	Acer platanoides	Norway maple	6.9				Poor				X
822	Prunus serotina	Black cherry	8.9				Fair				X
823	Acer platanoides	Norway maple	4.9				Fair				X
824	Fraxinus americana	White ash	5.2				Very Poor				X
825	Quercus bicolor	Swamp white oak	25.5				Fair	X			X
826	Quercus velutina	Black oak	31.0				Poor	X			
827	Quercus velutina	Black oak	23.2				Very Poor				
828	Quercus ellipsoidalis	Northern pin oak	20.1				Fair				
829	Ulmus americana	American elm	7.3				Fair				
830	Ulmus americana	American elm	5.0				Fair				
831	Quercus ellipsoidalis	Northern pin oak	18.1				Fair				
832	Quercus ellipsoidalis	Northern pin oak	21.0				Fair				
833	Quercus velutina	Black oak	18.0				Fair				
834	Crataegus crus-galli	Cockspur hawthorn	5.2	4.7			Fair				
835	Populus deltoides	Eastern cottonwood	37.5				Fair	X			
836	Acer saccharinum	Silver maple	38.4				Poor	X			
837	Fraxinus pennsylvanica	Green ash	4.0				Very Poor				X
838	Fraxinus pennsylvanica	Green ash	5.9				Very Poor				X
839	Fraxinus pennsylvanica	Green ash	4.6				Fair				X
840	Fraxinus pennsylvanica	Green ash	5.3				Very Poor				X

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
841	Acer negundo	Box elder	5.8				Poor				X
842	Acer platanoides	Norway maple	4.8				Poor				X
843	Juglans nigra	Black walnut	5.2				Fair				X
844	Acer negundo	Box elder	6.2				Poor				X
845	Acer platanoides	Norway maple	5.3				Fair				X
846	Acer platanoides	Norway maple	5.5				Fair				X
847	Acer platanoides	Norway maple	4.7				Fair				X
848	Acer negundo	Box elder	7.5	6.3			Poor				X
849	Acer platanoides	Norway maple	4.6				Fair				X
850	Acer negundo	Box elder	6.5				Very Poor				
851	Ulmus pumila	Siberian elm	19.2				Very Poor				
852	Acer platanoides	Norway maple	7.2				Fair				
853	Acer saccharinum	Silver maple	14.0				Poor				
854	Acer negundo	Box elder	7.7				Poor				
855	Rhamnus cathartica	European buckthorn	5.4				Poor				
856	Acer saccharinum	Silver maple	7.3				Fair				
857	Populus deltoides	Eastern cottonwood	36.1			X	Fair				
858	Acer negundo	Box elder	8.7				Very Poor				
859	Populus deltoides	Eastern cottonwood	24.8	16.9			Fair				
860	Acer negundo	Box elder	7.0	4.6			Fair				
861	Acer negundo	Box elder	4.3				Poor				X
862	Acer negundo	Box elder	4.8				Poor				X
863	Acer negundo	Box elder	5.8				Poor				X
864	Acer negundo	Box elder	10.8				Poor				X
865	Rhamnus cathartica	European buckthorn	6.4				Poor				X
866	Acer negundo	Box elder	7.9	5.9			Poor				X
867	Ulmus pumila	Siberian elm	11.5				Poor				X
868	Fraxinus pennsylvanica	Green ash	4.3				Very Poor				X
869	Acer negundo	Box elder	7.7				Poor				X
870	Acer negundo	Box elder	9.8				Poor				X
871	Acer negundo	Box elder	8.4				Very Poor				
872	Prunus serotina	Black cherry	7.8				Fair				X
873	Dropped	--	--				--				
874	Acer negundo	Box elder	5.8				Poor				X
875	Acer negundo	Box elder	16.3				Poor				
876	Acer negundo	Box elder	10.1				Very Poor				
877	Populus deltoides	Eastern cottonwood	39.8			X	Fair				
878	Quercus bicolor	Swamp white oak	10.4				Fair				X
879	Acer negundo	Box elder	11.3	7.4	7.2		Fair				
880	Acer negundo	Box elder	4.6				Very Poor				
881	Quercus macrocarpa	Bur oak	15.9				Fair				
882	Acer negundo	Box elder	6.0				Fair				
883	Acer negundo	Box elder	5.1				Fair				
884	Acer negundo	Box elder	7.0				Fair				
885	Prunus serotina	Black cherry	13.1				Poor				
886	Picea glauca	White spruce	13.0				Poor				
887	Ulmus pumila	Siberian elm	9.1				Fair				
888	Picea glauca	White spruce	9.6				Fair				
889	Prunus serotina	Black cherry	8.4				Poor				
890	Picea glauca	White spruce	12.3				Poor				
891	Prunus serotina	Black cherry	26.1			X	Poor				
892	Picea glauca	White spruce	13.1				Very Poor				
893	Quercus palustris	Pin Oak	20.8				Fair				
894	Acer saccharum	Sugar maple	11.0				Fair				
895	Prunus serotina	Black cherry	9.5				Fair				
896	Prunus serotina	Black cherry	10.9				Poor				
897	Picea glauca	White spruce	9.0				Poor				
898	Prunus serotina	Black cherry	9.5				Fair				
899	Acer saccharinum	Silver maple	5.8				Fair				
900	Picea glauca	White spruce	12.8				Very Poor				
901	Picea glauca	White spruce	13.8				Poor				
902	Picea glauca	White spruce	13.4				Poor				
903	Prunus serotina	Black cherry	8.6				Poor				
904	Prunus serotina	Black cherry	5.2				Poor				
905	Prunus serotina	Black cherry	8.8				Very Poor				
906	Prunus serotina	Black cherry	4.6				Very Poor				
907	Picea glauca	White spruce	8.5				Poor				
908	Pinus sylvestris	Scotts pine	11.3				Poor				
909	Prunus serotina	Black cherry	9.8				Poor				
910	Picea glauca	White spruce	14.5				Fair				
911	Juniperus virginiana	Eastern redcedar	6.5				Fair				
912	Acer negundo	Box elder	5.5				Fair				
913	Acer negundo	Box elder	9.0				Fair				
914	Acer negundo	Box elder	7.5				Fair				
915	Populus deltoides	Eastern cottonwood	18.0				Fair				
916	Acer negundo	Box elder	8.6				Poor				
917	Robinia pseudoacacia	Black locust	22.8				Poor				
918	Robinia pseudoacacia	Black locust	16.4				Fair				
919	Robinia pseudoacacia	Black locust	12.2				Fair				
920	Robinia pseudoacacia	Black locust	11.7				Fair				
921	Acer negundo	Box elder	5.2				Poor				
922	Acer negundo	Box elder	6.8				Fair				
923	Robinia pseudoacacia	Black locust	14.8				Poor				
924	Acer negundo	Box elder	10.4				Fair				
925	Robinia pseudoacacia	Black locust	13.9				Poor				
926	Acer negundo	Box elder	4.7				Poor				
927	Acer negundo	Box elder	5.5				Poor				
928	Robinia pseudoacacia	Black locust	23.5				Fair				
929	Robinia pseudoacacia	Black locust	19.6				Fair				
930	Robinia pseudoacacia	Black locust	27.7				Fair				
931	Salix nigra	Black willow	35.7				Fair				
932	Robinia pseudoacacia	Black locust	5.0				Fair				
933	Acer negundo	Box elder	38.2			X	Fair				
934	Robinia pseudoacacia	Black locust	19.0				Poor				
935	Acer negundo	Box elder	4.3				Poor				
936	Acer negundo	Box elder	13.2	11.3			Fair				
937	Acer negundo	Box elder	4.7				Fair				
938	Robinia pseudoacacia	Black locust	14.9				Fair				
939	Robinia pseudoacacia	Black locust	12.7				Poor				
940	Robinia pseudoacacia	Black locust	13.5				Fair				
941	Robinia pseudoacacia	Black locust	13.6				Poor				
942	Robinia pseudoacacia	Black locust	13.8	13.1			Fair				
943	Robinia pseudoacacia	Black locust	5.8				Fair				
944	Acer negundo	Box elder	10.3	8.8			Poor				
945	Populus deltoides	Eastern cottonwood	6.0				Fair				
946	Robinia pseudoacacia	Black locust	5.8				Fair				
947	Robinia pseudoacacia	Black locust	7.6				Fair				
948	Robinia pseudoacacia	Black locust	12.4				Poor				
949	Robinia pseudoacacia	Black locust	17.1				Fair				
950	Acer platanoides	Norway maple	18.8				Fair				
951	Acer negundo	Box elder	8.1				Poor				
952	Acer negundo	Box elder	8.9				Fair				
953	Acer negundo	Box elder	9.5	8.5	4.5		Fair				
954	Juniperus virginiana	Eastern redcedar	5.4				Poor				
955	Malus pumila	Cultivated apple	7.0				Fair				
956	Acer negundo	Box elder	11.3				Fair				
957	Acer negundo	Box elder	5.9	4.9			Fair				
958	Acer negundo	Box elder	8.1				Very Poor				
959	Acer negundo	Box elder	5.8				Fair				
960	Acer negundo	Box elder	5.8				Fair				
961	Prunus serotina	Black cherry	14.8				Poor				
962	Malus pumila	Cultivated apple	4.0				Poor				
963	Quercus ellipsoidalis	Northern pin oak	5.8				Fair				
964	Acer negundo	Box elder	5.6				Poor				
965	Acer negundo	Box elder	6.3				Fair				
966	Acer negundo	Box elder	8.2				Poor				
967	Acer negundo	Box elder	10.1	4.2			Fair

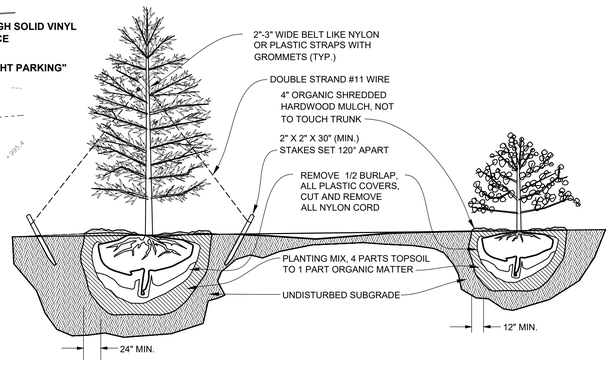


GENERAL LANDSCAPE NOTES:

1. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION SHALL BE ADJUSTED ON SITE IF NECESSARY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
2. ANY SUBSTITUTIONS OF PLANT MATERIAL OR ALTERATION IN PLANT SIZES OR SPECIFICATION TO BE APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL LARGE TREES AND EVERGREENS SHALL BE STAKED, GUYED, AND WRAPPED PER DETAILS SHOWN ON PLAN.
4. ALL PLANT BEDS SHALL BE IRRIGATED.
5. ALL PLANT BEDS SHALL BE DRESSED WITH 4" DEEP ORGANIC SHREDDED HARDWOOD MULCH AND CONTAINED BY A CONTINUOUS ALUMINUM EDGE.
6. ALL DISTURBED AREAS SHALL BE RESTORED WITH LAWN SEED UNLESS OTHERWISE NOTED.
7. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
8. REMOVE ALL TWINE, WIRE, AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS.
9. LAWN TREES SHALL BE MULCHED WITH 4' WIDE MINIMUM OF 4" DEEP ORGANIC SHREDDED HARDWOOD MULCH RING OR ALTERNATE DESIGN AS APPROVED BY OWNER'S REPRESENTATIVE FOR TRUNK PROTECTION.
10. INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
11. PLANT MATERIAL, ESPECIALLY EVERGREENS, SHALL BE PLANTED HIGHER THAN NORMAL WHEN HEAVY SOIL CONDITIONS (CLAY, ETC.) PREVAIL.
12. ALL PLANTING AREAS SHALL BE FREE OF WEEDS, PREPARED WITH APPROPRIATE SOIL MIXTURES, AND FERTILIZED PRIOR TO PLANT INSTALLATION.
13. NO TREES OR EVERGREENS SHALL BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE UTILITY PLAN FOR EXACT LOCATION AND DETAILS.

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS



TREE PLANTING DETAIL
NO SCALE

SHRUB PLANTING DETAIL
NO SCALE

LANDSCAPE CALCULATIONS:

M-24 BUFFER STRIP LANDSCAPING - VILLAGE OF LAKE ORION
- 4-FT BUFFER AREA REQUIRED BETWEEN PARKING LOT AND SETBACK LINE, AND 36 INCH MASONRY SCREENING WALL, AND
- 1 DECIDUOUS TREE / 40 FT OF ROAD FRONTAGE REQUIRED
- 89 FT OF FRONTAGE / 40 FT = 2.23 DECIDUOUS TREES REQUIRED
  3 DECIDUOUS TREES PROVIDED

PROTECTIVE SCREENING BETWEEN RESIDENTIAL & NONRESIDENTIAL - VILLAGE OF LAKE ORION
- 6-FT WIDE GREENBELT WITH UPRIGHT EVERGREEN SHRUBS REQUIRED
- 6-FT WIDE GREENBELT WITH UPRIGHT EVERGREEN SHRUBS PROVIDED

PARKING LOT LANDSCAPING - VILLAGE OF LAKE ORION
- 5% > OF VEHICLE USE AREA FOR PARKING LOTS WITH 20+ PARKING SPACES (29 PARKING SPACES PROVIDED)
- VEHICLE USE AREA = 12,512 SFT
- 5% OF VEHICLE USE AREA = 625.4 SFT LANDSCAPE AREA REQUIRED
  626 SFT LANDSCAPE AREA PROVIDED

- 1 TREE / 150 SFT OF LANDSCAPE AREA
- 626 SFT LANDSCAPE AREA / 150 SFT = 4.1 TREES REQUIRED
  5 TREES PROVIDED

PERIMETER PARKING LOT LANDSCAPING
- 1 DECIDUOUS SHADE TREE / 30 FT

DETENTION POND - VILLAGE OF LAKE ORION
- 1 TREE / 50 FT OF POND PERIMETER, AND 1 ORNAMENTAL TREE / 75 FT OF POND PERIMETER
- 583 FT OF POND PERIMETER / 50 FT = 11.6 TREES REQUIRED
- 583 FT OF POND PERIMETER / 75 FT = 7.7 ORNAMENTAL TREES REQUIRED
  12 TREES PROVIDED
  8 ORNAMENTAL TREES PROVIDED

OPEN SPACE - ORION TOWNSHIP
- 1 TREE / 3,000 SFT OF OPEN-SPACE AREA (MIXTURE OF EVERGREEN AND DECIDUOUS)
- 24,136 SFT / 3,000 SFT = 8 TREES REQUIRED
  8 TREES PROVIDED

PARKING LOT LANDSCAPING ADJACENT TO ROADS - ORION TOWNSHIP
- 1 TREE / 30 FT OF ROAD FRONTAGE
- 256 FT OF FRONTAGE / 30 FT = 8.53 TREES REQUIRED
  9 TREES PROVIDED

INTERIOR PARKING LOT LANDSCAPING - ORION TOWNSHIP
- 20 SFT OF INTERIOR LANDSCAPING / 1 PARKING SPACE REQUIRED
- 48 PARKING SPACES X 20 SFT = 960 SFT REQUIRED
  960 SFT PROVIDED

- 1 TREE / 200 SFT OF INTERIOR LANDSCAPING REQUIRED
- 960 SFT / 200 SFT = 4.8 TREES REQUIRED
  5 TREES PROVIDED

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
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Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2015	Add Street Trees
04/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

LANDSCAPING PLAN OVERALL

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RAH	CKS	MAY 2025

SCALE:
1" = 50' HORIZ.
0 25 50 100

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.
0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
L1 Landscaping--7/14/2025 11:27:14 AM

SHEET NO.
L1

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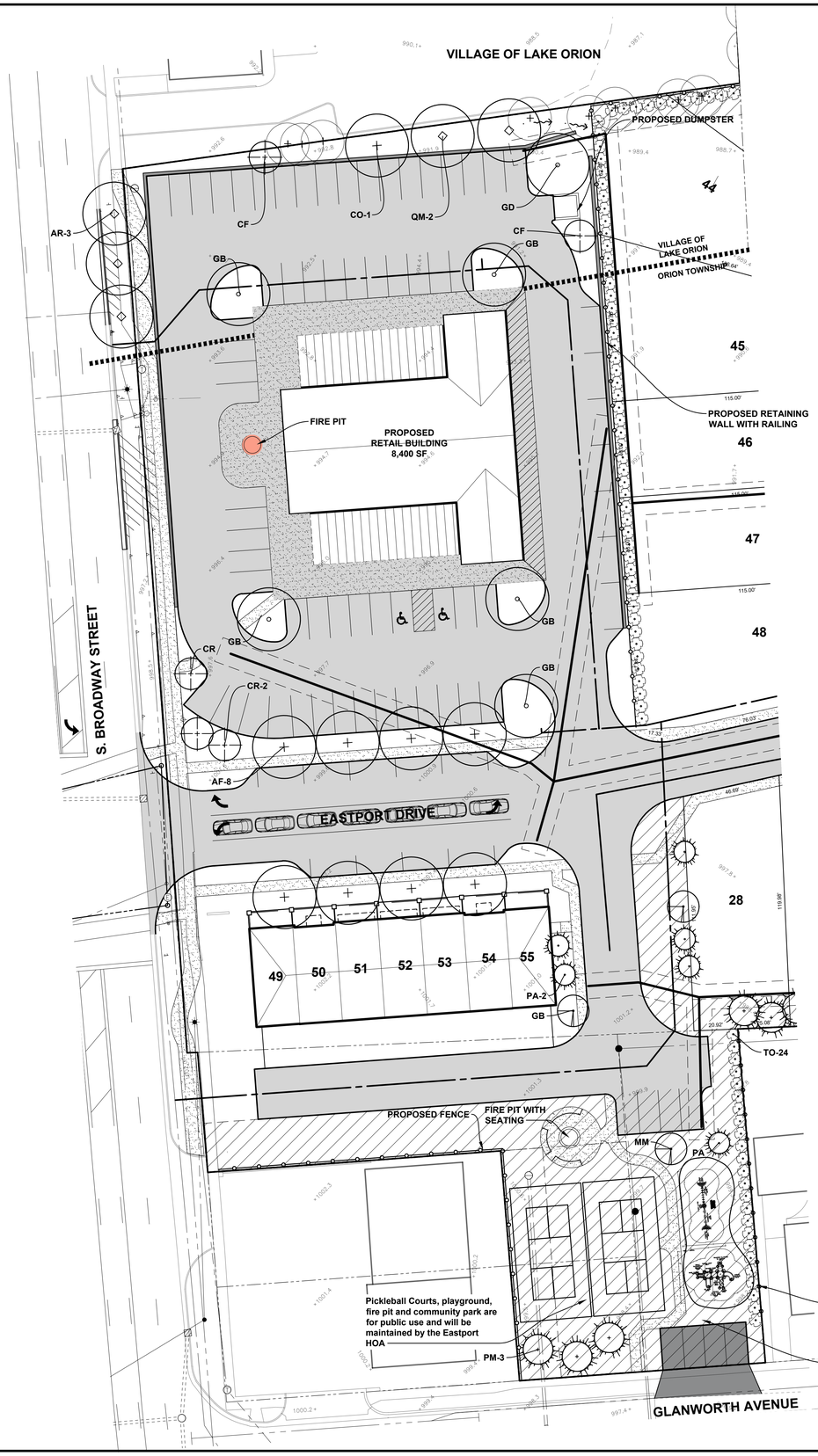
NORTH

W 1"=30' E

S



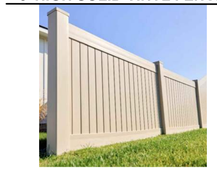
PLANT MATERIAL SCHEDULE:

Qty.	Key	Scientific Name	Common Name	Size	Spacing	Comments
DECIDUOUS SHADE TREES						
8	AF	*Acer freemanii*	Freeman's Maple	2.5" cal.	Match	
3	AR	*Acer rubrum*	Red Maple	2.5" cal.	Match	
1	CO	*Celtis occidentalis*	Hackberry	2.5" cal.	Match	
6	GB	*Ginkgo biloba*	Ginkgo	1.5" cal.	Match	
1	GD	*Gymnocladus dioicus*	Kentucky Coffeetree	2.5" cal.	Match	
-	NS	*Nyssa sylvatica*	Black Gum	2.5" cal.	Match	
2	QM	*Quercus macrocarpa*	Bur Oak	2.5" cal.	Match	
EVERGREEN TREES						
-	CL	*Cupressus leylandii*	Leyland Cypress	6-ft B&B	Match	
3	PA	*Picea abies*	Norway Spruce	6-ft B&B	Match	
3	PM	*Pseudotsuga menziesii*	Douglas Fir	6-ft B&B	Match	
-	PS	*Pinus strobus*	White Pine	6-ft B&B	Match	
-	TC	*Tsuga canadenis*	Eastern Hemlock	6-ft B&B	Match	
ORNAMENTAL TREES						
-	AA	*Amelanchier arborea*	Juneberry	6-ft B&B	Match	Multi-Stem
-	AL	*Amelanchier laevis*	Smooth Shadbush	1.5" cal.	Match	
3	CF	*Cornus florida*	Flowering Dogwood	1.5" cal.	Match	
3	CR	*Cornus 'Rutgan'*	Stellar Pink Dogwood	1.5" cal.	Match	Multi-Stem
1	MM	*Malus*	Crab Apple	1.5" cal.	Match	
SHRUBS, PERENNIALS & GRASSES						
24	TO	*Thuja occidentalis*	Arborvitae	6-ft B&B	36" O.C.	

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS

6' HIGH SOLID VINYL FENCE



ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township
Michigan 48315

Phone 586 726 1234
Fax 586 726 8780

www.aewinc.com

ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2025	Add Street Trees
04/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

LANDSCAPING PLAN WEST SIDE

CLIENT:

MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RAH	CKS	MAY 2025

SCALE:

1" = 30' HORIZ.

0 15 30 60

811 Know what's **below.** Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

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PROJECT NO.

0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
L2_Landscape West--7/14/2025 11:27:44 AM

SHEET NO.

L2

COPYRIGHT, 2025, ANDERSON, ECKSTEIN AND WESTRICK, INC.

NORTH
W 1"=20' E
S

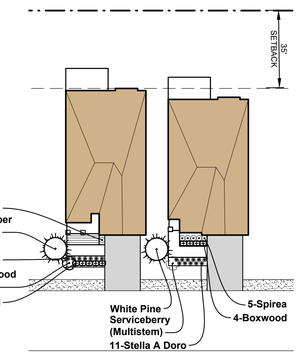
VILLAGE OF LAKE ORION
TO-69
PROPOSED FENCE
PA-4
CL-2
NS-2
AA-2
GD
DETENTION POND WITH FOUNTAIN
NS
AR
AL-2
PROPOSED RETAINING WALL WITH RAILING
OPEN SPACE AREA
AR-2
C15
C16
C17
C18
C19
C20
C21
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
NS-3
MM
PAINT CREEK TRAIL
COVE CREST
Proposed 8" Storm Sewer Utility
EASTPORT DRIVE
ORION TOWNSHIP
VILLAGE OF LAKE ORION
ORION TOWNSHIP
℄ GREENBELT
TC-7
TO-17
AA
AL
QM
CF-2
MM
PA-5
CF-1
MM-2
TC-2
PA-2
PS
CR
CO
PA-1
CR-2
CF-3
PM-3
CR-2
AA-1
TC-6
CL-7
PM-5
PA-7
PM-7
PM
PA
PS-2
CL-5
CL-3
OPEN SPACE AREA
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

PLANT MATERIAL SCHEDULE:

Qty.	Key	Scientific Name	Common Name	Size	Spacing	Comments
DECIDUOUS SHADE TREES						
-	AF	*Acer freemanii*	Freeman's Maple	2.5" cal.	Match	
4	AR	*Acer rubrum*	Red Maple	2.5" cal.	Match	
2	CO	*Celtis occidentalis*	Hackberry	2.5" cal.	Match	
-	GB	*Princeton sentry'*	Prince Sentry Ginkgo	2.5" cal.	Match	
4	GD	*Gymnocladus dioicus*	Kentucky Coffeetree	2.5" cal.	Match	
7	NS	*Nyssa sylvatica*	Black Gum	2.5" cal.	Match	
2	QM	*Quercus macrocarpa*	Bur Oak	2.5" cal.	Match	
EVERGREEN TREES						
22	CL	*Cupressus leylandii*	Leyland Cypress	6-ft B&B	Match	
25	PA	*Picea abies*	Norway Spruce	6-ft B&B	Match	
22	PM	*Pseudotsuga menziesii*	Douglas Fir	6-ft B&B	Match	
6	PS	*Pinus strobus*	White Pine	6-ft B&B	Match	
26	TC	*Tsuga canadenis*	Eastern Hemlock	6-ft B&B	Match	
-	TD	*Taxodium distichum*	Green Whisper Baldcypress	6-ft B&B	Match	
ORNAMENTAL TREES						
6	AA	*Amelanchier arborea*	Juneberry	6-ft B&B	Match	Multi-Stem
4	AL	*Amelanchier laevis*	Smooth Shadbush	1.5" cal.	Match	
10	CF	*Cornus florida*	Flowering Dogwood	1.5" cal.	Match	Multi-Stem
8	CR	*Cornus 'Rutgan'*	Stellar Pink Dogwood	1.5" cal.	Match	
11	MM	*Malus*	Crab Apple	1.5" cal.	Match	
SHRUBS, PERENNIALS & GRASSES						
76	TO	*Thuja occidentalis*	Arborvitae	6-ft B&B	36" O.C.	

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS



TYPICAL UNIT PLANTING DETAIL

NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
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PROJECT NO.
0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
L3_Landscape East--7/14/2025 11:28:37 AM

SHEET NO.
L3

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Village of Lake Orion
EST 1859

COMMISSION ACTION SUMMARY SHEET

MEETING DATE: October 6, 2025

TOPIC: Site Plan Review:
VLO.25.001 – Eastport Village Mixed Use Project

BACKGROUND BRIEF: The applicant, Moceri Lake Orion, LLC, is proposing an interjurisdictional, multi-use development on 11.68 acres of land – a site currently occupied by Jacobsen's Flowers. Of that total acreage, only 2.32 acres are located within the Village, which is currently vacant and zoned for MU, Mixed Use with a Height Overlay closer to M-24. The remaining portion of the site (9.36 acres) is located within Orion Township. As such, the project will be reviewed under each jurisdiction's Zoning Ordinance's for those uses and structures within their respective portions of the site. An intergovernmental agreement is being drafted to delegate the administration, review, and maintenance of shared infrastructure on the site, including utilities, public services, stormwater management, grading and paving.

The Village portion of the site is proposed to contain eight (8) single-family, detached dwelling units, which are considered a Special Land Use (SLU) in the MU District. A portion of a parking lot serving a proposed retail use within the Township site is also shown within the Village. To achieve the desired development proposed within the Township, the applicant has applied for Planned Unit Development (PUD) Concept review under the Township's ordinances. The entire development is proposed to contain 48 single-family detached dwellings, 11 townhouse dwellings, and an 8,400 sq ft. retail building.

Before the Planning Commission tonight is the review of the site plan for that portion of the development within the Village for compliance with the Zoning Ordinance and all other applicable Village ordinances.

SUMMARY OF PREVIOUS COMMISSION ACTION: On June 18, 2025, a special meeting and joint public hearing was held with the Orion Township Planning Commission. This meeting fulfilled the Village Zoning Ordinance and state law requirement to hold a public hearing when considering a proposed special land use.

FINANCIAL IMPACT: None.

RECOMMENDED MOTION: It is recommended that any site plan approval granted by the Planning Commission be contingent upon the following:

1. The project receiving Special Land Use approval.
2. Submittal of a revised complete site plan set that includes:
   a. Revisions to the cited parcels numbers.
   b. Proposed minimum floor area for the single family residential dwellings.
   c. Floor plans and elevations for the single family residential dwellings,
   d. A detailed cross-section of the commercial and residential elevations that includes the proposed retaining wall and screening fence.
   e. A photometric plan that is compliance with the requirements of Paragraph I above.
   f. Details of the dumpster enclosure.
3. Any revisions as required by the Village Engineer and Township Fire Marshall.

NF ENGINEERS
Civil Engineers | Land Surveyors | Land Planners | Geospatial Engineers
48680 Van Dyke, Ste 200 Shelby Twp, MI 48317 | P: 844-416-3364 | www.nfe-engr.com

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

September 29, 2025

Re: Eastport Village
Site Plan Review #1
NFE Job No. O853

Dear Commissioners:

We have reviewed the Site Plan for the above referenced site. Our review is consistent with the requirements of Title XV: Land Usage, of the Lake Orion Code of Ordinances; Article 19 of the Zoning Ordinance, Section D – Required Information; and relevant sections of the Zoning Ordinance related to the zoning district. We offer the following comments (bulleted statements *shown in italics* can be resolved at the Engineering review phase):

Survey

1. Per ZO requirements, the site area must be provided in square feet and acres, gross and net.
2. We note the presence of existing easements within the Village limits in favor of "Detroit Edison" and "County of Oakland" that are not reflected on the Site Plan.
    - *Existing easements must be legally abandoned or remain unimpeded by redevelopment. This issue must be clarified at the time of Engineering review*.

Site Plan / Preliminary Grading / Preliminary Utilities

3. The property identification numbers must be indicated on the Site Plan, within the relevant parcels.
4. Zoning of the Village Home Site Condominiums is labeled as MU while the Zoning Map indicates PUD zoning classification. The parcels along M-24 are zoned MU and should be labeled as such.
5. We note the presence of a proposed dumpster on the retail parking portion within the Village. No enclosure has been called out or detailed.
6. While the retail building is located outside of the Village limits, we note no transformer pad has been identified to serve the site. If a transformer pad is intended within the Village limits, the location and screening details must be shown on the Site Plan.
7. We note that the parking spaces and maneuvering aisle on the retail parking portion appear to meet or exceed minimum requirements when scaled, but no dimensions are labeled for verification.
8. Retaining walls are proposed in various locations, including along the proposed detention area and adjacent to the existing Huntington Bank. Preliminary grading indicates the wall along the detention basin may approach 10' in height, and the one near the bank may measure 5' or higher. We defer to the Planning Commission as to whether the proposed wall face requires description or detailing at this time.
9. 19.02.D.1.h - Site plan requirements include "all lot and/or property lines and setback lines shown and dimensioned". No easement has been shown on the plans for the proposed

private roads, just a statement under the "deviation" heading implying the easement will be limited to the street pavement width of 27'.

a) It is our opinion that the private street right-of-way or easement must include the sidewalk adjacent to the road surface, at a minimum. The walks will be utilized by residents of the development and members of the public, as with sidewalks in typical public road rights-of-way, and legal access along the walks must be guaranteed (walks not located on private lots). The proposed 25' front house setback would therefore be measured to the back edge of sidewalk, not the face.
b) Public water main must be located within an easement not less than 12 feet wide. As indicated on each of the typical house and lot footprints, a minimum 20' offset from house wall to back of walk, not including the proposed porch, would place structural elements of the porches within 10 feet horizontal from the proposed water main as shown, which will not meet Act 399 water main permitting requirements.
c) Maximum lot coverage cannot be calculated without defining the limits of the lot.

10. 19.02.D.1.s - Proposed utilities including sanitary sewer, storm sewer, and water main, including preliminary detention calculations must be indicated on the Site Plan.
    a) Storm Sewer: We note the most recent iteration of the Interlocal Agreement placed review of the storm sewer system, excluding detention/SWM, under Township purview. The proposed rear yard storm shown along proposed lots 1 through 7 and 44, located within Village limits, appear consistent with Village design requirements.
    b) Detention and Stormwater Management:
        i. Provide preliminary information to confirm that the required detention volume can be obtained. Detailed design for water quality and channel protection, including infiltration feasibility, will be required at Engineering submittal.
        ii. The detention basin as indicated outlets to an existing wetland, thence routing through an existing 15" culvert located just south of the Village line, crossing the old railbed to an open drainage course which then appears to meander from just within Village limits to property within the Township.
    c) Sanitary sewer: The proposed sanitary sewer runs almost entirely under the proposed private streets, placing access manholes within the road pavement. This location does not meet requirements for new development, as access for future maintenance will be difficult and potentially hazardous, and pipe repair more costly when pavement is affected.
        i. Manholes as shown appear to be located within the anticipated typical wheel path of traffic, creating conditions of increased wear on the structures, which is not acceptable.
        ii. Typical sanitary sewer location for new residential development would be outside of the road paving within the road right-of-way, or within an easement of not less than 20 feet in width. For the proposed development, with private roads, this intent might best be accomplished by locating the sanitary sewer a minimum of 2' behind the back of walk on the opposite side of the road from the water main, with a sanitary easement partially encompassed within the private road easement / right-of-way.
        iii. Proposed easements are required to be shown at Site Plan review.

    d) Water Main:
        i. Two taps to the existing water main in M-24 are currently shown. In pre-application communication, it was indicated that the second tap should connect to the water

main at the south end of Newton Drive. Property between the proposed development and the existing Newton water main consists of the Paint Creek Trail and the Newton Drive public road right-of-way.

ii. Proposed easements are required to be shown for Site Plan review.

iii. Properly locating the sanitary sewer outside of street pavement may allow location of the private storm at the road centerline (structures outside of wheel paths), thereby allowing water main to be located nearer the back of proposed walk, providing required clearance from the proposed porch structures.

11. 19.02.D.1.u- Floodplain and flood hazard elevations must be shown. If there are none on the site, then a statement included on the plan that there are none.
12. If site lighting is proposed for the retail parking within Village limits, 19.02.D.1.aa- Height of all outdoor light fixtures, cut sheets, method of shielding, and illustration of pole(s) and fixture(s), and a statement that the site will comply with all lighting requirements.
13. We note for Planning Commission information that the Tree List identifies several Landmark trees, the majority of which appear to be within Village limits. Of these Landmark trees, at least four are located within the area to be excavated for the detention basin.

The following items are required, but can be addressed during the Engineering phase of the project:

- *Walls 4' in height or higher require detailed design at the engineering submittal phase.*
- *Stormwater management agreement will be required.*
- *The proposed stormwater management must meet current WRC standards, including Water Quality and Best Management Practices. Infiltration testing of onsite soils is required.*
- *Detention basin outlet and downstream capacity must be analyzed as part of the Engineering submittal phase.*
- *Exhibit B drawings must be provided for review*.
- *Complete Engineering Plans meeting the requirements of the Design and Construction Standards must be submitted for review, and no construction shall begin prior to engineering approval*.

We recommend that the plan be revised and resubmitted subject to the above comments, and adequacy of the detention area be confirmed prior to approval of the site plan. If you have any questions, please do not hesitate to call.

Sincerely,

Nowak & Fraus Engineers

Wendy E. Spence, PE
Sr. Project Manager

CC: Mario Ortega, Planning and Zoning
Wesley Sanchez, DPW Director, VLO
Mark Amundson, Lake Orion Police
Jeffrey Williams, Fire Marshall, Twp
David Goodloe, Building Official, Twp
Sonja Stout, Clerk, Village of Lake Orion
Bill Basigkow, Twp Director of Public Services
Tammy Girling, Twp Dir. Planning & Zoning
Mark Landis, Township Engineer

W:\G500-Z000 Files\O000-FILES\O853\Office\Correspondence\O853 LT-01 Site Plan Review #1.docx

Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359
www.oriontownship.org

Fire Department
Phone: (248) 391-0304, ext. 2000
Fax: (248) 309-6993

To: Planning Commission/Planning & Zoning Director
From: Jeff Williams, Fire Marshal
Re : PC-25-27, Eastport Village
Date : July 28, 2025

The Orion Township Fire Department has completed its review of Application PC-25-27 for the limited purpose of compliance with Charter Township of Orion Ordinance's, Michigan Building Code, and all applicable Fire Codes.

Based upon the application and documentation provided, the Fire Department has the following recommendations:

Approved
X Approved with Requirements (See below)
Not approved

Requirements:

1. The proposed 8400 Sqft Retail Building shall not be greater than 30' in height.
2. The fire hydrant located on lot #33 of the single-family residential development shall be relocated to lot #29.
3. The fire hydrant located on the corner of Cove Crest shall be relocated to the corner of lot #37.
4. The fire hydrant located at the end of Cove Crest shall be relocated to the North corner of lot #16.

This approval is limited to the application and materials reviewed which at this time do not raise specific concern with regard to location and/or impact on health and safety. However, the approval is conditioned upon the applicant providing sufficient additional information at the time of the building permit application that includes data or documents, confirming full compliance with all applicable building codes, fire codes and Township Ordinances.

If there are any questions, the Fire Department may be reached at 248-391-0304 ext. 2004.

Sincerely,

Jeffrey Williams

Jeff Williams, Fire Marshal
Orion Township Fire Department

EASTPORT VILLAGE

Site Plan

(Village Ordinance)

Conceptual PUD Plan

(Township Ordinance)

Section 11 and 12, T.4N., R.10E.

Village of Lake Orion and Lake Orion Township, Oakland County, Michigan

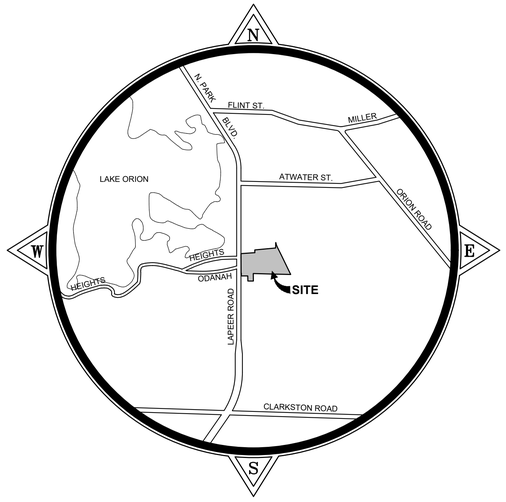
LEGAL DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 134.39 FEET ALONG THE EAST LINE SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 117.60 FEET ALONG THE EAST LINE OF SECTION 11 (RECORD NORTH 01 DEGREES 11 MINUTES WEST 119.06 FEET) AND THE EAST LINE OF VILLAGE HOME SITE CONDOMINIUMS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408 AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810; THENCE SOUTH 17 DEGREES 09 MINUTES 07 SECONDS EAST 43.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 27 DEGREES 19 MINUTES 08 SECONDS EAST 77.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 173.85 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE EAST AND WEST QUARTER LINE OF SECTION 12; THENCE CONTINUING SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 464.79 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE NORTH LINE OF LINE OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST (RECORDED AS NORTH 87 DEGREES 12 MINUTES WEST) 345.66 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE EAST LINE OF SECTION 11; THENCE CONTINUING SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST 460.78 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION (RECORD NORTH 87 DEGREES 12 MINUTES WEST) TO THE NORTHEAST CORNER LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 04 DEGREES 42 MINUTES 58 SECONDS EAST 159.69 FEET (RECORD 160.65) ALONG THE EAST LINE OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE (60.00 FEET WIDE) (PLATTED AS GRAND VIEW AVENUE); THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 117.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE; THENCE NORTH 04 DEGREES 42 MINUTES 00 SECONDS WEST 110.00 FEET TO THE SOUTH LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 140.00 FEET ALONG SOUTH LINE LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE NORTH 04 DEGREES 48 MINUTES 44 SECONDS WEST 57.40 FEET ALONG WEST LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 87 DEGREES 30 MINUTES 47 SECONDS WEST 5.00 FEET TO THE EAST RIGHT OF WAY LINE OF M-24 (HALF WIDTH 29 FEET); THENCE NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 333.26 FEET ALONG THE EAST RIGHT OF WAY OF M-24 (HALF WIDTH 29 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 11; THENCE CONTINUING NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 89.48 FEET (RECORD NORTH 03 DEGREES 18 MINUTES EAST 89.32 FEET) TO THE SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY RECORDED IN LIBER 52 PAGE 17; THENCE NORTH 82 DEGREES 06 MINUTES 07 SECONDS EAST 296.88 FEET (RECORDED AS 295.59 FEET) ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; THENCE NORTH 02 DEGREES 52 MINUTES 01 SECONDS WEST 58.02 FEET (RECORDED AS 58.62 FEET) ALONG THE EAST LINES OF LOTS 59 AND 60 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY TO THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408, AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810, OAKLAND COUNTY RECORDS; THENCE NORTH 80 DEGREES 39 MINUTES 22 SECONDS EAST 448.64 FEET (RECORD NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST 448.40 FEET) ALONG THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINING 11.54 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.



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PROPRIETOR

MOCERI COMPANIES
3005 UNIVERSITY DRIVE
AUBURN HILLS, MI 48326

ENGINEER

ANDERSON, ECKSTEIN AND WESTRICK, INC.
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MI 48315

STATE OF MICHIGAN
STEPHEN V. PANGORI
LICENSE No. 6201037769
LICENSED PROFESSIONAL ENGINEER

STEPHEN V. PANGORI, P.E.
MICHIGAN REGISTRATION # 6201037769

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LEGEND

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 134.39 FEET ALONG THE EAST LINE SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 117.60 FEET ALONG THE EAST LINE OF SECTION 11 (RECORD NORTH 01 DEGREES 11 MINUTES WEST 119.06 FEET) AND THE EAST LINE OF VILLAGE HOME SITE CONDOMINIUMS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408 AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810; THENCE SOUTH 17 DEGREES 09 MINUTES 07 SECONDS EAST 43.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 27 DEGREES 19 MINUTES 08 SECONDS EAST 77.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 173.85 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE EAST AND WEST QUARTER LINE OF SECTION 12; THENCE CONTINUING SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 464.79 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE NORTH LINE OF LINE OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST (RECORDED AS NORTH 87 DEGREES 12 MINUTES WEST) 345.66 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE EAST LINE OF SECTION 11; THENCE CONTINUING SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST 460.78 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION (RECORD NORTH 87 DEGREES 12 MINUTES WEST) TO THE NORTHEAST CORNER LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 04 DEGREES 42 MINUTES 58 SECONDS EAST 159.69 FEET (RECORD 160.65) ALONG THE EAST LINE OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE (60.00 FEET WIDE) (PLATTED AS GRAND VIEW AVENUE); THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 117.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE; THENCE NORTH 04 DEGREES 42 MINUTES 00 SECONDS WEST 110.00 FEET TO THE SOUTH LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 140.00 FEET ALONG SOUTH LINE LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE NORTH 04 DEGREES 48 MINUTES 44 SECONDS WEST 57.40 FEET ALONG WEST LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 87 DEGREES 30 MINUTES 47 SECONDS WEST 5.00 FEET TO THE EAST RIGHT OF WAY LINE OF M-24 (HALF WIDTH 29 FEET); THENCE NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 333.26 FEET ALONG THE EAST RIGHT OF WAY OF M-24 (HALF WIDTH 29 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 11; THENCE CONTINUING NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 89.48 FEET (RECORD NORTH 03 DEGREES 18 MINUTES EAST 89.32 FEET) TO THE SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY RECORDED IN LIBER 52 PAGE 17; THENCE NORTH 82 DEGREES 06 MINUTES 07 SECONDS EAST 296.88 FEET (RECORDED AS 295.59 FEET) ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; THENCE NORTH 02 DEGREES 52 MINUTES 01 SECONDS WEST 58.02 FEET (RECORDED AS 58.62 FEET) ALONG THE EAST LINES OF LOTS 59 AND 60 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY TO THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408, AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810, OAKLAND COUNTY RECORDS; THENCE NORTH 80 DEGREES 39 MINUTES 22 SECONDS EAST 448.64 FEET (RECORD NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST 448.40 FEET) ALONG THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINING 11.54 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

PROPOSED DEVIATION LIST

COMMERCIAL COMPONENT

REQUIREMENT	DEVIATION
PARKING IN FRONT YARD 25% OF TOTAL OR 17 PERMITTED	31.3% OF TOTAL OR 21 SPACES PROVIDED
GB GREENBELT BUFFER 20', 30' ABUTTING RESIDENTIAL	6' HIGH DECORATIVE VINYL FENCE
MULTIPLE MF FRONT YARD SETBACK - 25'	15' TO ACCESS DRIVE TO THE EAST
RESIDENTIAL	
R-3 MIN LOT SIZE - 8400 SFT	5000 SF MIN LOT SIZE
R-3 MIN LOT WIDTH - 70 FT	46' MIN UNIT WIDTH
R-3 EACH SIDE YARD - 10'	5' SIDE YARD PROVIDED
R-3 REAR YARD - 35'	25' MIN REAR YARD PROVIDED
R-3 FRONT YARD - 30'	25' MIN FRONT YARD PROVIDED
R-3 FRONT YARD ON CORNER LOTS - 30'	13' ON UNIT 28, 14' ON UNIT 16, AND 20' ON UNITS 37, 43 AND 48
PRIVATE STREETS, 60' WIDTH	PRIVATE STREETS 27' WIDE
DECKS IN REAR YARD NO CLOSER THAN 20' TO REAR LOT LINE	NO CLOSER THAN 13' ON UNITS 29, 30, 31, 42 AND 43
ROOFED-OVER FRONT PORCHES-NO PROJECTION INTO FRONT YARD ROOFED-OVER AND SCREENED PATIOS-NO PROJECTION INTO REAR YARD	PROJECT 5' INTO A 25' SETBACK (ALL UNITS) PROJECT 10' INTO 25' REAR YARD UNITS 8 THRU 15

SITE DATA

SITE AREA = 11.68 ACRES

VILLAGE ZONING MU - MIXED USE (2.32 AC)
PROPOSED RETAIL / FOOD BUILDING (0.44 AC.)
PROPOSED RESIDENTIAL (1.88 AC.)

TOWNSHIP ZONING GB - GENERAL BUSINESS (3.20 AC)
PROPOSED LIVE / WORK UNITS (0.39 AC.)
PROPOSED RESIDENTIAL / OPEN SPACE (1.63 AC.)

R-3 - SINGLE FAMILY RESIDENTIAL (6.16 AC)

PROPOSED ZONING PLANNED UNIT DEVELOPMENT

LIVE / WORK UNITS 7 RESIDENCE
SINGLE FAMILY 48 RESIDENCE
PROVIDED 55 RESIDENCE = 4.71 RESIDENCE/ACRE

SITE DENSITY	ALLOWED	PROPOSED
VILLAGE ZONED (MU)	10 RES./AC 10 x 1.88 AC = 18 RES.	8 RES = 4.25 RES./ACRE
TOWNSHIP ZONED (GB)		12 RES. = 5.94 RES./ACRE
TOWNSHIP ZONED (R-3)	5 RES./AC 5 x 6.16 AC. = 30 RES.	35 RES = 5.68 RES./ACRE
TOTAL RESIDENCES	48 RESIDENCES	55 RESIDENCES

TOWNHOMES BUILDING
UNIT SIZE 20' x 60'

SINGLE FAMILY BUILDING SETBACKS
FRONT YARD 25 FEET
SIDE YARD 5 FEET
REAR YARD 35 FEET

PAVEMENT SHOWN IS 27 FEET WIDE FROM BACK OF CURB

PARKING REQUIREMENT
RETAIL
PARKING REQUIRED: 1 SPACE FOR EVERY 200 SF = 42 SPACES
PARKING PROVIDED: 67 SPACES

RESIDENTIAL
PARKING REQUIRED 2 SPACES PER UNIT
PROVIDED WITHIN GARAGE

OPEN SPACE REQUIRES 15% = 76,317 SF
OPEN SPACE PROVIDED

SOUTHWEST CORNER	22,106 SF
AROUND POND	13,077 SF
WITHIN POND	21,373 SF (DEVIATION REQUIRED)
SOUTHEAST CORNER	10,595 SF
MIDDLE OF SITE	7,509 SF
BEAUTIFICATION EASEMENT	26,391 SF
TOTAL	101,051 SF OR 20.0%

RESIDENTIAL BUILDINGS
ALL RESIDENTIAL BUILDINGS TO BE FIRE SUPPRESSED

FRANCHISE UTILITY EASEMENTS WILL NOT BE LOCATED WITHIN OR OVERLAP WATER MAIN AND SANITARY SEWER EASEMENTS

LEGEND

- PROPOSED SIGN
- 1 — NO PARKING FIRE LANE — R8-31
- 2 — STOP — R1-1

LOCATION MAP

NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
06-07-2025	UPDATE OPEN SPACE
05/13/2025	DEVELOPER UPDATES
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PRELIMINARY SITE PLAN

CLIENT:

MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE: 1" = 50' HORIZ. (0, 25, 50, 100)

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

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PROJECT NO.

0361-0078

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SHEET NO.

2

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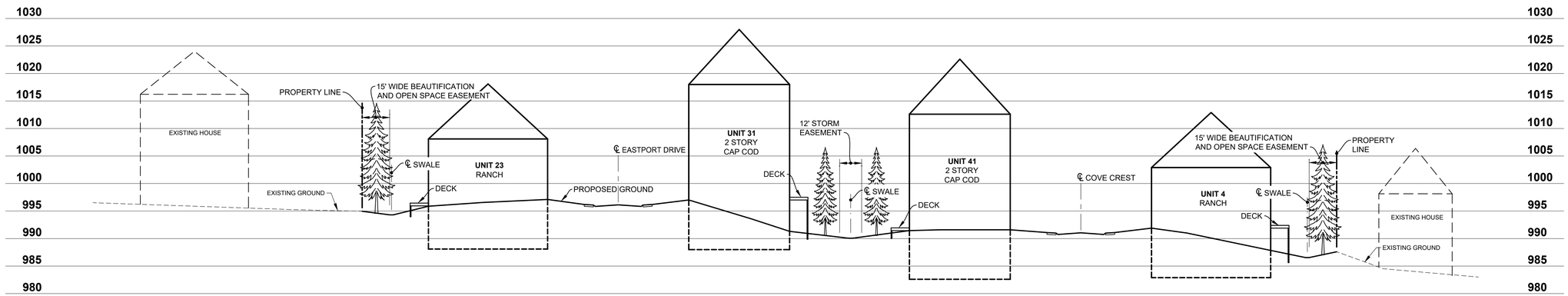
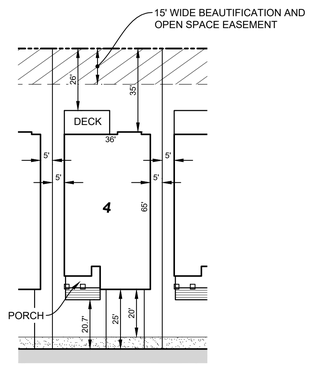
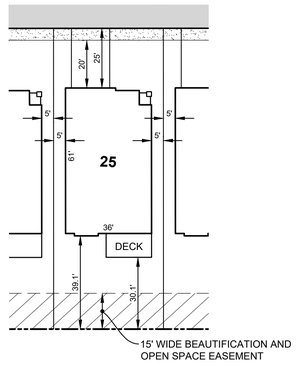


SECTION A-A

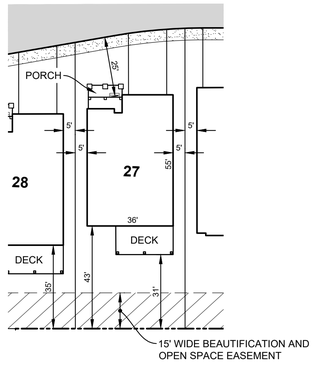
SCALE: 1" = 30' HORIZ.
1" = 10' VERT.



TYPICAL COTTAGE PLAN
UNITS 1-7 AND 16-24
SCALE: 1" = 30'



TYPICAL COTTAGE LOFT
UNITS 8-15 AND 25-26
SCALE: 1" = 30'



TYPICAL CAP COD
UNITS 27-45
SCALE: 1" = 30'

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DATE	SUBMITTALS/REVISIONS
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06-07-2025	UPDATE OPEN SPACE
05/13/2025	DEVELOPER UPDATES
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

UNIT DETAILS

CLIENT:

MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE: AS NOTED

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PROJECT NO.

0361-0078

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SHEET NO.

3

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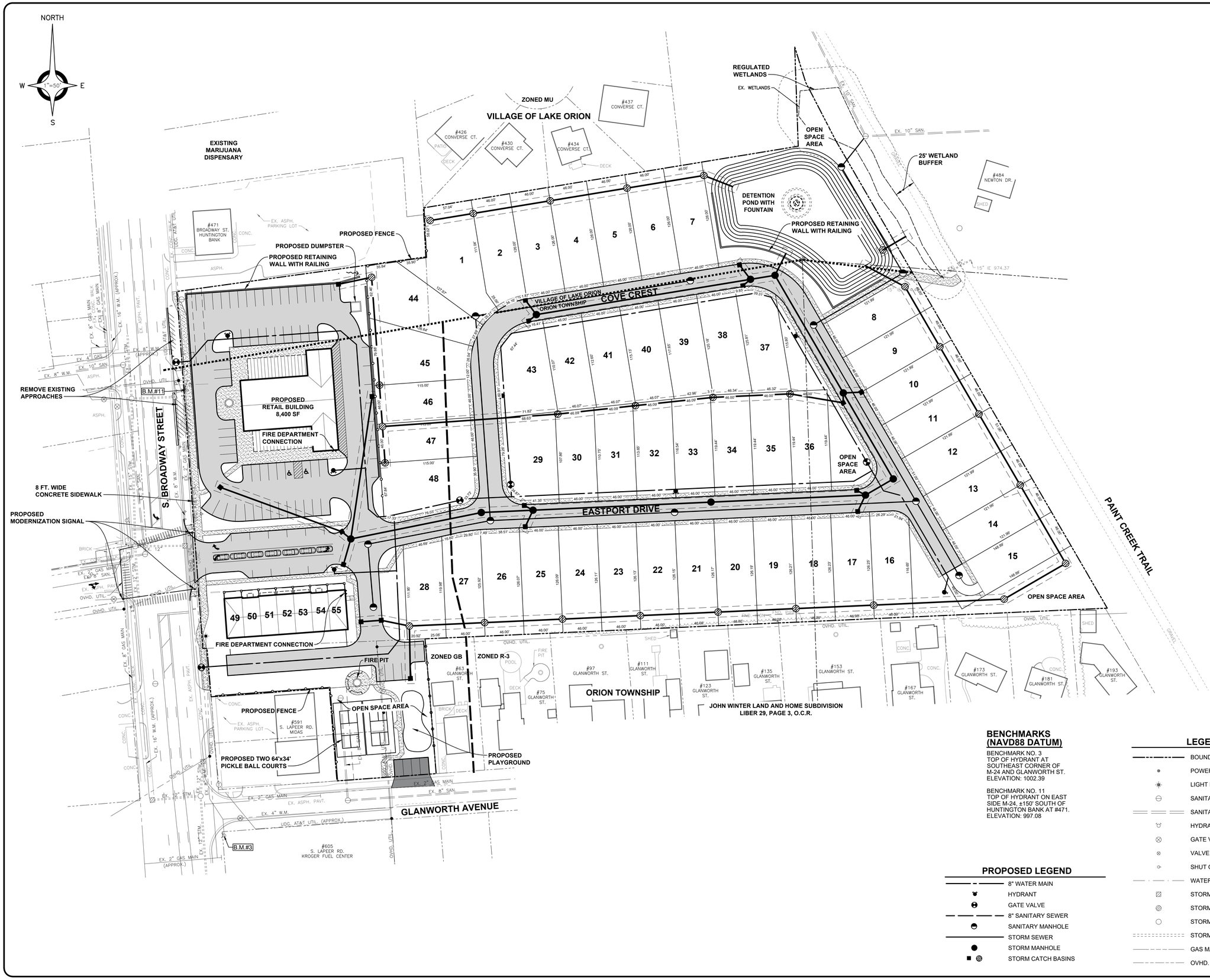

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

PROPOSED LEGEND

- 8" WATER MAIN
- HYDRANT
- GATE VALVE
- 8" SANITARY SEWER
- SANITARY MANHOLE
- STORM SEWER
- STORM MANHOLE
- STORM CATCH BASINS

LEGEND

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

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05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PRELIMINARY UTILITY PLAN

CLIENT:

MOCERI COMPANIES

PRELIMINARY	CONSTRUCTION	RECORD
DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE: 1" = 50' HORIZ.

0 25 50 100

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PROJECT NO.

0361-0078

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SHEET NO.

4

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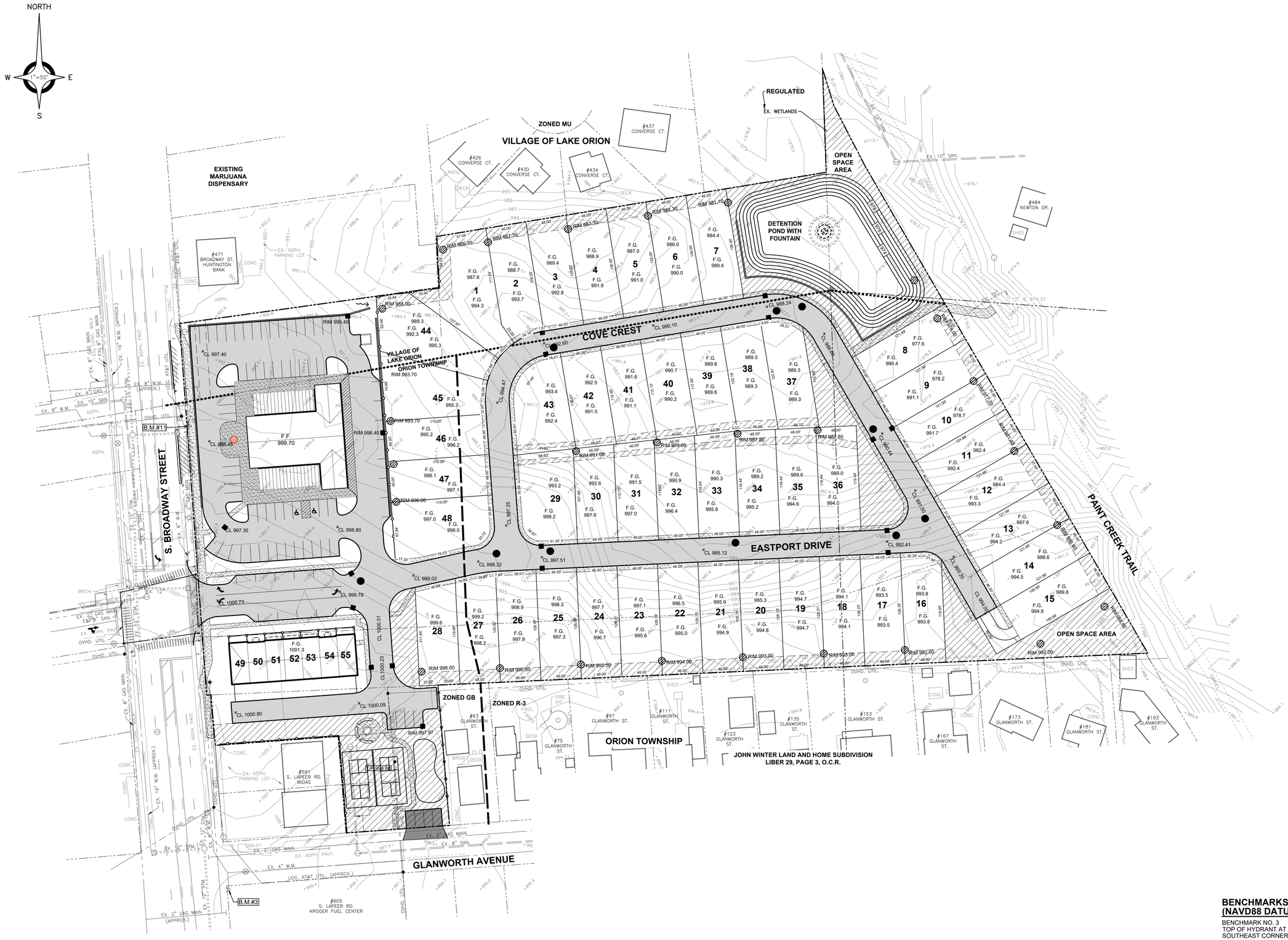
NORTH
W
1"=50'
E
S
ZONED MU
VILLAGE OF LAKE ORION
REGULATED
EX. WETLANDS
OPEN SPACE AREA
EXISTING MARIJUANA DISPENSARY
#471 BROADWAY ST. HUNTINGTON BANK
#426 CONVERSE CT.
#430 CONVERSE CT.
#434 CONVERSE CT.
#437 CONVERSE CT.
#484 NEWTON DR.
DETENTION POND WITH FOUNTAIN
COVE CREST
EASTPORT DRIVE
S. BROADWAY STREET
PAINT CREEK TRAIL
OPEN SPACE AREA
VILLAGE OF LAKE ORION
ORION TOWNSHIP
ZONED GB
ZONED R-3
GLANWORTH AVENUE
JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.
#591 S. LAPEER RD. MIDAS
#605 S. LAPEER RD. KROGER FUEL CENTER
#63 GLANWORTH ST.
#75 GLANWORTH ST.
#97 GLANWORTH ST.
#111 GLANWORTH ST.
#123 GLANWORTH ST.
#135 GLANWORTH ST.
#153 GLANWORTH ST.
#167 GLANWORTH ST.
#173 GLANWORTH ST.
#181 GLANWORTH ST.
#193 GLANWORTH ST.
B.M.#11
B.M.#3
F.F. 999.70
RIM 998.40
RIM 996.40
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RIM 1028.40
RIM

NORTH
W 1"=50' E
S

ZONED MU
VILLAGE OF LAKE ORION
#437 CONVERSE CT.
#426 CONVERSE CT.
#430 CONVERSE CT.
#434 CONVERSE CT.
EXISTING MARIJUANA DISPENSARY
#471 BROADWAY ST. HUNTINGTON BANK
SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY
N 04°09'25" W 89.48' (REC N 03°18' E 89.32')
N 82°06'07" E 296.88' (REC 295.59')
N 02°52'01" W 58.02' (REC 58.62')
N 80°39'22" E 448.64' (REC N 88°35'23" E 448.40')
POINT OF BEGINNING
N 02°03'40" W 117.60' (REC N 01°11' W 119.06')
S 17°09'07" E 43.96'
S 27°19'08" E 77.40'
OPEN SPACE AREA
EAST QUARTER CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 96, O.C.R.
N 02°03'40" W 134.39'
S 30°09'23" E 173.85'
25' WETLAND BUFFER
#484 NEWTON DR.
REGULATED WETLANDS
0.01 Acre Regulated Wetland Fill
COVE CREST
VILLAGE OF LAKE ORION ORION TOWNSHIP
8,400 SF BUILDING
LOADING / UNLOADING AREA
EX. WETLANDS
NON-REGULATED
0.05 Acre Wetland Fill
WEST RIGHT OF WAY LINE THE M.C.R.R.
S 30°09'23" E 464.79'
PAINT CREEK TRAIL
OPEN SPACE AREA
EASTPORT DRIVE
S. BROADWAY STREET
N 04°09'25" W 333.26'
EX. 12" STM.
EX. 15" STM.
EX. 24" STM.
S 87°25'24" W 460.78' (REC N 87°12" W)
S 87°25'24" W 345.66' (REC N 87°12" W)
NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION
ZONED GB
ZONED R-3
#63 GLANWORTH ST.
#97 GLANWORTH ST.
#111 GLANWORTH ST.
#123 GLANWORTH ST.
#135 GLANWORTH ST.
#153 GLANWORTH ST.
#167 GLANWORTH ST.
#173 GLANWORTH ST.
#181 GLANWORTH ST.
#193 GLANWORTH ST.
#75 GLANWORTH ST.
NORTHEAST CORNER OF LOT 116
ORION TOWNSHIP
JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.
S 85°47'57" W 140.00'
S 87°30'47" W 5.00'
N 04°48'44" W 57.40'
N 04°42'00" W 110.00'
S 04°42'58" E 159.69' (REC 160.65')
#591 S. LAPEER RD. MIDAS
#605 S. LAPEER RD. KROGER FUEL CENTER
GLANWORTH AVENUE
S 85°47'57" W 117.50'

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05/13/2025	Developer Updates
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PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PROPOSED WETLAND FILL

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

Know what's below. Call 72 hours before you dig.

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PROJECT NO.
0361-0078

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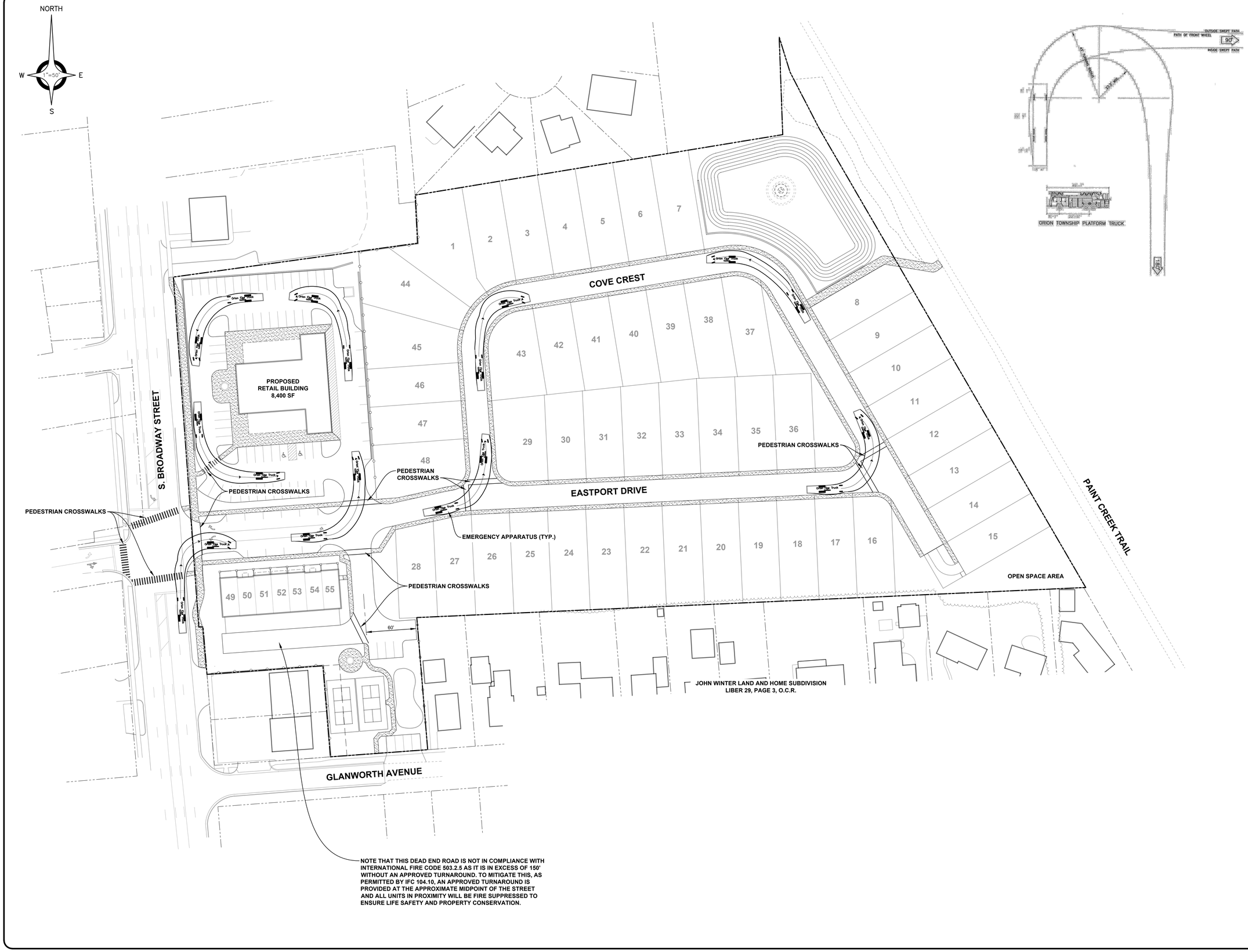

NOTE THAT THIS DEAD END ROAD IS NOT IN COMPLIANCE WITH INTERNATIONAL FIRE CODE 503.2.5 AS IT IS IN EXCESS OF 150' WITHOUT AN APPROVED TURNAROUND. TO MITIGATE THIS, AS PERMITTED BY IFC 104.10, AN APPROVED TURNAROUND IS PROVIDED AT THE APPROXIMATE MIDPOINT OF THE STREET AND ALL UNITS IN PROXIMITY WILL BE FIRE SUPPRESSED TO ENSURE LIFE SAFETY AND PROPERTY CONSERVATION.

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

EMERGENCY APPARATUS TURNING RADII & PEDESTRIAN ACCESS

CLIENT:

MOCERI COMPANIES

PRELIMINARY	CONSTRUCTION	RECORD
DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:

1" = 50' HORIZ.

0 25 50 100

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PROJECT NO.

0361-0078

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SHEET NO.

7

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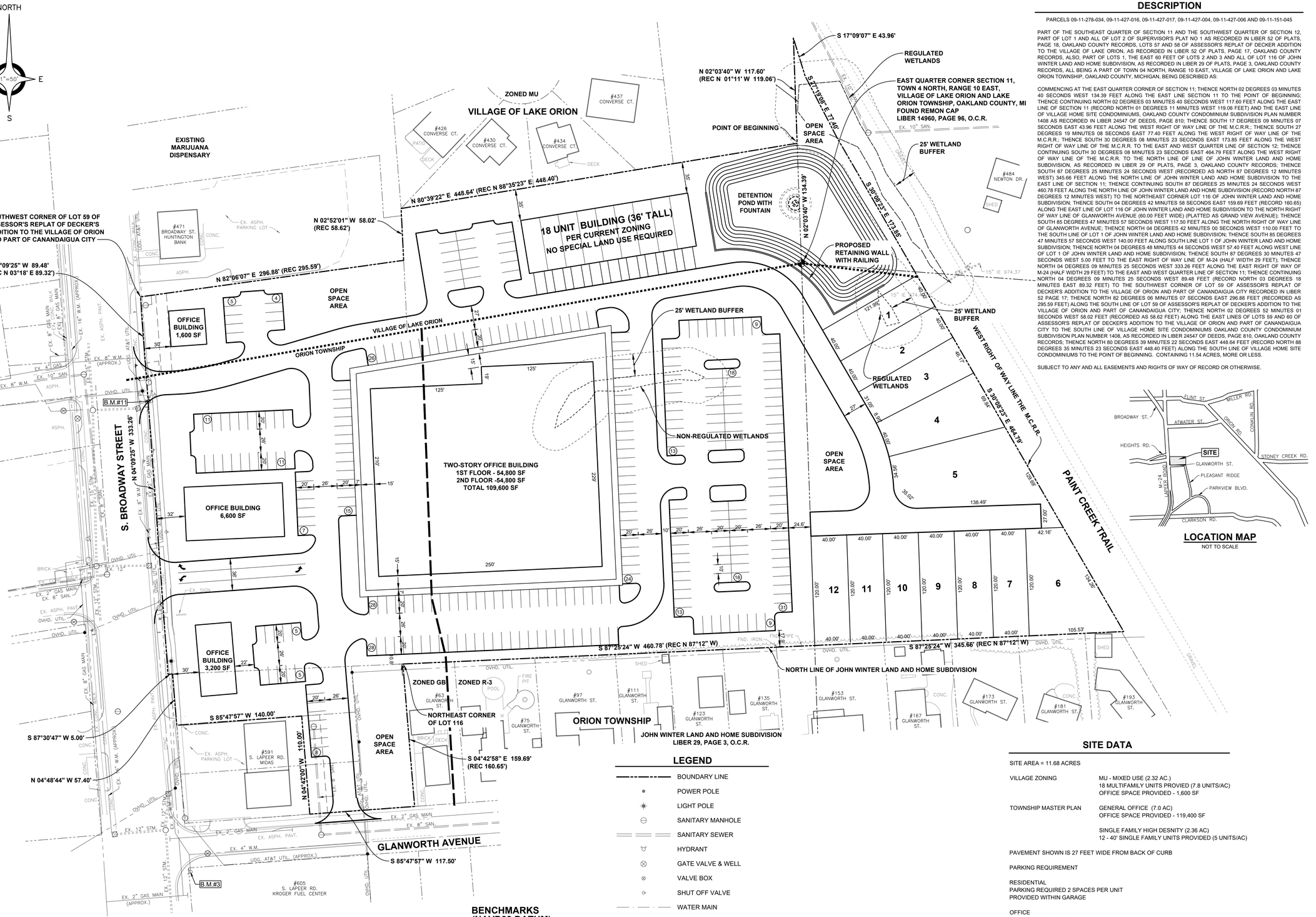

DESCRIPTION

PARCELS 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045

PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, PART OF LOT 1 AND ALL OF LOT 2 OF SUPERVISOR'S PLAT NO 1 AS RECORDED IN LIBER 52 OF PLATS, PAGE 18, OAKLAND COUNTY RECORDS, LOTS 57 AND 58 OF ASSESSOR'S REPLAT OF DECKER ADDITION TO THE VILLAGE OF LAKE ORION, AS RECORDED IN LIBER 52 OF PLATS, PAGE 17, OAKLAND COUNTY RECORDS, ALSO, PART OF LOTS 1, THE EAST 60 FEET OF LOTS 2 AND 3 AND ALL OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS, ALL BEING A PART OF TOWN 04 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11; THENCE NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 134.39 FEET ALONG THE EAST LINE SECTION 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 40 SECONDS WEST 117.60 FEET ALONG THE EAST LINE OF SECTION 11 (RECORD NORTH 01 DEGREES 11 MINUTES WEST 119.06 FEET) AND THE EAST LINE OF VILLAGE HOME SITE CONDOMINIUMS, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408 AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810; THENCE SOUTH 17 DEGREES 09 MINUTES 07 SECONDS EAST 43.96 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 27 DEGREES 19 MINUTES 08 SECONDS EAST 77.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R.; THENCE SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 173.85 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE EAST AND WEST QUARTER LINE OF SECTION 12; THENCE CONTINUING SOUTH 30 DEGREES 08 MINUTES 23 SECONDS EAST 464.79 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE M.C.R.R. TO THE NORTH LINE OF LINE OF JOHN WINTER LAND AND HOME SUBDIVISION, AS RECORDED IN LIBER 29 OF PLATS, PAGE 3, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST (RECORDED AS NORTH 87 DEGREES 12 MINUTES WEST) 345.66 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE EAST LINE OF SECTION 11; THENCE CONTINUING SOUTH 87 DEGREES 25 MINUTES 24 SECONDS WEST 460.78 FEET ALONG THE NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION (RECORD NORTH 87 DEGREES 12 MINUTES WEST) TO THE NORTHEAST CORNER LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 04 DEGREES 42 MINUTES 58 SECONDS EAST 159.69 FEET (RECORD 160.65) ALONG THE EAST LINE OF LOT 116 OF JOHN WINTER LAND AND HOME SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE (60.00 FEET WIDE) (PLATTED AS GRAND VIEW AVENUE); THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 117.50 FEET ALONG THE NORTH RIGHT OF WAY LINE OF GLANWORTH AVENUE; THENCE NORTH 04 DEGREES 42 MINUTES 00 SECONDS WEST 110.00 FEET TO THE SOUTH LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 85 DEGREES 47 MINUTES 57 SECONDS WEST 140.00 FEET ALONG SOUTH LINE LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE NORTH 04 DEGREES 48 MINUTES 44 SECONDS WEST 57.40 FEET ALONG WEST LINE OF LOT 1 OF JOHN WINTER LAND AND HOME SUBDIVISION; THENCE SOUTH 87 DEGREES 30 MINUTES 47 SECONDS WEST 5.00 FEET TO THE EAST RIGHT OF WAY LINE OF M-24 (HALF WIDTH 29 FEET); THENCE NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 333.26 FEET ALONG THE EAST RIGHT OF WAY OF M-24 (HALF WIDTH 29 FEET) TO THE EAST AND WEST QUARTER LINE OF SECTION 11; THENCE CONTINUING NORTH 04 DEGREES 09 MINUTES 25 SECONDS WEST 89.48 FEET (RECORD NORTH 03 DEGREES 18 MINUTES EAST 89.32 FEET) TO THE SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY RECORDED IN LIBER 52 PAGE 17; THENCE NORTH 82 DEGREES 06 MINUTES 07 SECONDS EAST 296.88 FEET (RECORDED AS 295.59 FEET) ALONG THE SOUTH LINE OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY; THENCE NORTH 02 DEGREES 52 MINUTES 01 SECONDS WEST 58.02 FEET (RECORDED AS 58.62 FEET) ALONG THE EAST LINES OF LOTS 59 AND 60 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY TO THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1408, AS RECORDED IN LIBER 24547 OF DEEDS, PAGE 810, OAKLAND COUNTY RECORDS; THENCE NORTH 80 DEGREES 39 MINUTES 22 SECONDS EAST 448.64 FEET (RECORD NORTH 88 DEGREES 35 MINUTES 23 SECONDS EAST 448.40 FEET) ALONG THE SOUTH LINE OF VILLAGE HOME SITE CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINING 11.54 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

LEGEND

- BOUNDARY LINE
- POWER POLE
- LIGHT POLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.

BENCHMARKS (NAVD88 DATUM)

BENCHMARK NO. 3
TOP OF HYDRANT AT SOUTHEAST CORNER OF M-24 AND GLANWORTH ST.
ELEVATION: 1002.39

BENCHMARK NO. 11
TOP OF HYDRANT ON EAST SIDE M-24, ±150' SOUTH OF HUNTINGTON BANK AT #471.
ELEVATION: 997.08

SITE DATA

SITE AREA = 11.68 ACRES

VILLAGE ZONING — MU - MIXED USE (2.32 AC.)
18 MULTIFAMILY UNITS PROVIED (7.8 UNITS/AC)
OFFICE SPACE PROVIDED - 1,600 SF

TOWNSHIP MASTER PLAN — GENERAL OFFICE (7.0 AC)
OFFICE SPACE PROVIDED - 119,400 SF

SINGLE FAMILY HIGH DESNITY (2.36 AC)
12 - 40' SINGLE FAMILY UNITS PROVIDED (5 UNITS/AC)

PAVEMENT SHOWN IS 27 FEET WIDE FROM BACK OF CURB

PARKING REQUIREMENT

RESIDENTIAL
PARKING REQUIRED 2 SPACES PER UNIT
PROVIDED WITHIN GARAGE

OFFICE
PARKING REQUIRED:
2 SPACES FOR EVERY 500 SF GROSS FLOOR AREA
121,000 GROSS FLOOR AREA / 500 = 242 SPACES
PROVIDED: 288 SPACES

LOCATION MAP
NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
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DATE	SUBMITTALS/REVISIONS
05/13/2025	Developer Updates
04/28/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

PARALLEL PLAN

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
JLA	SVP	SEPT 2022

SCALE:
1" = 50' HORIZ.
0 25 50 100

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PROJECT NO.
0361-0078

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SHEET NO.
8

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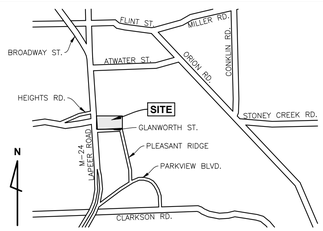
NORTH

W 1"=50' E

S

LEGEND

- BOUNDARY LINE
- SPOT ELEVATION ("+" INDICATES ELEVATION LOCATION UNLESS OTHERWISE INDICATED) (+000.0)
- STEEL POST
- SIGN
- DOUBLE SIGN
- ELECTRIC MANHOLE
- POWER POLE
- LIGHT POLE
- PHONE MANHOLE
- SANITARY MANHOLE
- SANITARY SEWER
- HYDRANT
- GATE VALVE & WELL
- VALVE BOX
- SHUT OFF VALVE
- WATER MAIN
- STORM CATCH BASIN (PAVT.)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- OVHD. UTIL.
- UTILITY MARKER



LOCATION MAP

NOT TO SCALE

NORTHEAST CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP, LIBER 14960, PAGE 96 O.C.R.

N 02°03'40" W 1759.62'

S 17°09'07" E 43.96'

N 02°03'40" W 117.60' (REC N 01°11' W 119.06')

EX. WETLANDS

POINT OF BEGINNING

FOUND IRON 0.04 NORTH 0.33 EAST

S 27°19'08" E 77.40'

FOUND CAPPED IRON #22705

S 30°06'23" E 173.95'

N 02°03'40" W 134.39'

WEST RIGHT OF WAY LINE THE M.C.R.R.

N 80°39'22" E 448.64' (REC N 88°35'23" E 448.40')

SET IRON

N 02°52'01" W 58.02' (REC 58.62')

FOUND PIPE 0.89 NORTH 1.37 EAST

N 82°06'07" E 296.88' (REC 295.59')

FOUND IRON

N 04°09'25" W 89.48' (REC N 03°18' E 89.32')

M-24 (S. LAPEER ROAD) (WIDTH VARIES)

SOUTHWEST CORNER OF LOT 59 OF ASSESSOR'S REPLAT OF DECKER'S ADDITION TO THE VILLAGE OF ORION AND PART OF CANANDAIGUA CITY.

VILLAGE HOME SITE CONDOMINIUMS OAKLAND COUNTY SUBDIVISION PLAN NO.1408

#471 BROADWAY ST. HUNTINGTON BANK

#426 CONVERSE CT.

#430 CONVERSE CT.

#434 CONVERSE CT.

#437 CONVERSE CT.

EX. ASPH. PARKING LOT

EX. 15' WIDTH ESMT. FOR VILLAGE OF LAKE ORION L. 11148, P. 658, O.C.R.

EX. SAN. M.H 8" (S) 10" (W) (FROM REC.)

EX. 10' WIDTH ESMT. FOR COUNTY OF OAKLAND L. 5587, P. 106, O.C.R.

EX. SAN. M.H. RIM 992.92

EX. 12' WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 197,O.C.R.

ITEM 19 EX. 10' WIDTH ESMT. FOR COUNTY OF OAKLAND L. 4672, P. 798, O.C.R.

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 306, O.C.R.

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 306, O.C.R.

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 306, O.C.R.

EX. VARIABLE WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 199, O.C.R.

EX. 12' WIDTH ESMT. FOR DETROIT EDISON L. 7767, P. 198, O.C.R.

EX. 12' WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 307, O.C.R.

EX. 10' WIDTH ESMT. FOR DETROIT EDISON L. 7911, P. 305, O.C.R.

EX. SAN. M.H. RIM 977.56 10" IE 966.56 (NW) 10" IE 966.32 (E)

EX. 10" SAN.

EX. STM. M.H. RIM 977.03

EX. 15" IE 974.37

2519.46'

CENTER POST SECTION 12, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 36875, PAGE 231 O.C.R.

S 85°48'22" E 2646.52' (REC S 85°48'19" E 2646.54)

SET IRON

EAST QUARTER CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 96, O.C.R.

PAINT CREEK TRAIL

S 30°06'23" E 464.75'

S 01°57'13" E 1317.00' (REC S 01°59'25" E)

426.92'

PARCELS# 09-11-278-034, 09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 AND 09-11-151-045 JACOBSEN'S SITE 11.53 AC.

S 87°25'24" W 460.78' (REC N 87°12" W)

S 87°25'24" W 345.66' (REC N 87°12" W)

NORTH LINE OF JOHN WINTER LAND AND HOME SUBDIVISION

JOHN WINTER LAND AND HOME SUBDIVISION LIBER 29, PAGE 3, O.C.R.

FOUND IRON 0.22 NORTH 1.33 EAST

(REC 160.55')

S 04°42'55" E 159.65'

FOUND IRON 0.65 NORTH 0.29 EAST

S 85°47'57" W 117.50'

N 04°42'00" W 110.00'

FOUND CAPPED IRON #17623

N 04°48'44" W 57.40'

S 85°47'57" W 140.00'

SET IRON

S 87°30'47" W 5.00'

#559 S. LAPEER RD. FOGLER'S GREENHOUSE

#591 S. LAPEER RD. MIDAS

#605 S. LAPEER RD. KROGER FUEL CENTER

#63 GLANWORTH ST.

#75 GLANWORTH ST.

#97 GLANWORTH ST.

#111 GLANWORTH ST.

#123 GLANWORTH ST.

#135 GLANWORTH ST.

#153 GLANWORTH ST.

#167 GLANWORTH ST.

#173 GLANWORTH ST.

#181 GLANWORTH ST.

#193 GLANWORTH ST.

GLANWORTH AVENUE (50' WIDTH)

PLEASANT RIDGE (50'WIDTH)

SOUTHEAST CORNER SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 14960, PAGE 97, O.C.R.

EX. SAN. M.H. RIM 995.06 8" (W) (BURIED)

EX. GVW RIM 987.32 4" 981.37 (E&W)

HEIGHTS ROAD

ODANAH AVENUE

B.M.#1

B.M.#3

N 04°09'25" W 333.26'

CENTER POST SECTION 11, TOWN 4 NORTH, RANGE 10 EAST, VILLAGE OF LAKE ORION AND LAKE ORION TOWNSHIP, OAKLAND COUNTY, MI FOUND REMON CAP LIBER 37084, PAGE 814, O.C.R.

EX. GVW 8" (E&W) (FROM REC.)

EX. GVW 16" (N&S) (FROM REC.)

EX. STM. M.H. -8.78 (N) -8.68 (S) -7.29 (E)

EX. STM. M.H. RIM 999.94 15" IE 992.92 (N) 12" IE 993.95 (E) 12" IE 994.27 (S)

EX. SAN. M.H. RIM 1000.41 8" (W&N) (FROM RECORDS)

EX. GVW RIM 999.86 4" 993.41(E&W)

EX. STM. C.B. 12" (E) (FROM RECORDS)

EX. SAN. M.H. RIM 998.40 8" IE 986.20 (N&E) 8" IE 992.03 (N)

EX. GVW (E&W) (FROM RECORDS)

EX. SAN. M.H. RIM 8" IE -5.55 (NE&SW)

EX. STM. M.H. RIM 994.23

EX. STM. M.H. RIM 999.70 12" (W) (FROM RECORDS)

EX. STM. M.H. RIM 994.03

EX. STM. M.H. RIM 993.10

EX. STM. M.H. RIM 100.53 12" (S) (FROM RECORDS)

EX. 8" W.M. (APPROX.)

EX. 4" GAS

EX. 10" SAN.

EX. ASPH. PAVT.

EX. 8" W.M.

EX. 8" GAS MAIN

EX. 2" GAS MAIN

EX. 4" W.M.

EX. 8" S.

EX. 12" STM.

EX. 15" W.M. (APPROX.)

EX. 6" GAS MAIN

EX. 2" GAS MAIN

EX. 4" GAS

EX. 8" W.M.

EX. 4" W.M.

EX. 2" GAS MAIN

EX. 8" SAN.

EX. 4" W.M.

EX. SAN.

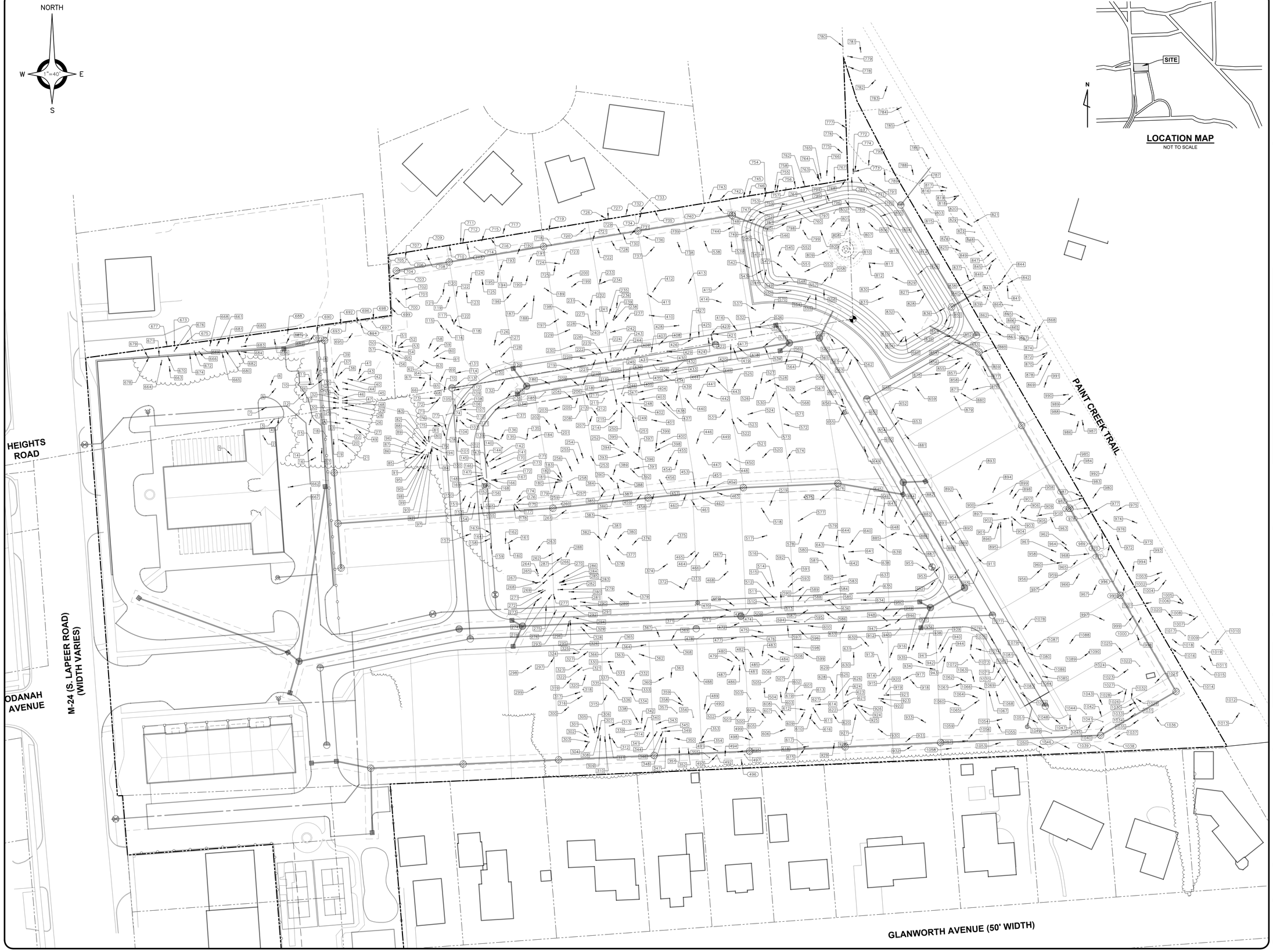
EX. GAS MAIN

UDG. AT&T UTIL. (APPROX.)

EX. 2" GAS MAIN

EX. 2" GAS MAIN

EX. 2" GAS MAIN



LOCATION MAP
NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
7-03-2025	TOWNSHIP COMMENTS
05/13/2025	Supplement Site Plan Package

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

TREE SURVEY

CLIENT:
MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RO	SVP	MARCH 2025

SCALE:
1" = 40'
0 20 40 80

Know what's below. Call 72 hours before you dig.

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PROJECT NO.
0361-0078

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SHEET NO.
10

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Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
1	Gleditsia triacanthos	Honey locust	21.8	16.1	6.3		Poor	Building			
2	Fraxinus pennsylvanica	Green ash	14.3				Poor	Building			
3	Taxodium distichum	Bald cypress	22.0				Fair	Sidewalk			
4	Acer negundo	Box elder	4.9				Poor	Sidewalk			
5	Juglans nigra	Black walnut	5.0				Fair	Pavement			
6	Juglans nigra	Black walnut	4.7				Fair	Pavement			
7	Juglans nigra	Black walnut	5.4				Poor	Utility			
8	Acer negundo	Box elder	8.1				Poor				
9	Acer negundo	Box elder	9.5	8.9			Fair				
10	Juglans nigra	Black walnut	7.3				Fair				
11	Acer negundo	Box elder	5.5				Fair				
12	Acer negundo	Box elder	8.2				Fair				
13	Acer negundo	Box elder	12.3				Fair				
14	Acer negundo	Box elder	12.4				Fair				
15	Acer negundo	Box elder	7.5				Fair				
16	Juglans nigra	Black walnut	7.6				Fair				
17	Acer negundo	Box elder	9.3	8.5	8.0		Fair				
18	Acer negundo	Box elder	9.2				Fair				
19	Acer negundo	Box elder	4.8				Poor				
20	Picea abies	Norway spruce	4.5				Fair				
21	Fraxinus americana	White Ash	14.2	10.4			Fair				
22	Picea abies	Norway spruce	10.4				Fair				
23	Picea abies	Norway spruce	4.9				Poor				
24	Tsuga mertensiana	Mountain hemlock	8.3				Fair				
25	Tsuga mertensiana	Mountain hemlock	4.6				Fair				
26	Pseudotsuga menzesii	Douglas fir	10.7				Fair				
27	Acer negundo	Box elder	6.0				Fair				
28	Pseudotsuga menzesii	Common Douglas-fir	7.2				Fair				
29	Acer negundo	Box elder	8.6				Poor				
30	Pseudotsuga menzesii	Douglas fir	9.4				Fair				
31	Pseudotsuga menzesii	Douglas fir	6.4				Very Poor				
32	Pseudotsuga menzesii	Douglas fir	5.3				Very Poor				
33	Pseudotsuga menzesii	Douglas fir	7.6				Fair				
34	Pseudotsuga menzesii	Douglas fir	5.9				Fair				
35	Pseudotsuga menzesii	Douglas fir	9.4				Poor				
36	Acer negundo	Box elder	5.8				Fair				
37	Acer negundo	Box elder	7.2				Fair				
38	Acer negundo	Box elder	6.4				Fair				
39	Acer negundo	Box elder	4.2				Fair				
40	Acer negundo	Box elder	6.8				Poor				
41	Acer negundo	Box elder	8.5	7.6	6.0		Fair				
42	Acer negundo	Box elder	6.7				Fair				
43	Acer negundo	Box elder	10.2				Fair				
44	Pseudotsuga menzesii	Douglas fir	13.7				Fair				
45	Pseudotsuga menzesii	Douglas fir	10.7				Poor				
46	Pseudotsuga menzesii	Douglas fir	10.4				Fair				
47	Pseudotsuga menzesii	Douglas fir	9.1				Very Poor				
48	Pseudotsuga menzesii	Douglas fir	10.8				Fair				
49	Acer negundo	Box elder	5.1				Poor				
50	Acer negundo	Box elder	5.2				Poor				
51	Acer negundo	Box elder	5.2				Fair				
52	Acer negundo	Box elder	4.2				Fair				
53	Acer platanoides	Norway maple	5.9				Fair				
54	Salix nigra	Black willow	22.1				Very Poor				
55	Ulmus americana	American elm	9.8				Poor				
56	Acer negundo	Box elder	5.6				Fair				
57	Acer negundo	Box elder	5.4				Poor				
58	Acer negundo	Box elder	9.5				Poor				
59	Acer negundo	Box elder	5.9				Fair				
60	Acer negundo	Box elder	4.7				Very Poor				
61	Juglans nigra	Black walnut	13.4				Fair				
62	Acer negundo	Box elder	8.1				Poor				
63	Acer negundo	Box elder	5.1				Fair				
64	Acer negundo	Box elder	7.1				Very Poor				
65	Acer platanoides	Norway maple	6.8				Fair				
66	Acer negundo	Box elder	5.4				Poor				
67	Acer negundo	Box elder	12.3				Very Poor				
68	Acer negundo	Box elder	11.4				Fair				
69	Acer negundo	Box elder	11.8				Very Poor				
70	Prunus serotina	Black cherry	6.6				Poor				
71	Populus deltoides	Eastern cottonwood	28.3				Fair				
72	Acer negundo	Box elder	9.7				Fair				
73	Acer platanoides	Norway maple	6.0				Fair				
74	Acer negundo	Box elder	13.4				Poor				
75	Acer negundo	Box elder	6.0				Poor				
76	Acer negundo	Box elder	11.1				Fair				
77	Acer negundo	Box elder	8.3				Fair				
78	Acer negundo	Box elder	5.1				Poor				
79	Ailanthus altissima	Tree of Heaven	5.4				Fair				
80	Ailanthus altissima	Tree of Heaven	7.5				Fair				
81	Ailanthus altissima	Tree of Heaven	5.6				Fair				
82	Ailanthus altissima	Tree of Heaven	4.4				Fair				
83	Ailanthus altissima	Tree of Heaven	7.8				Poor				
84	Acer negundo	Box elder	12.2				Fair				
85	Ailanthus altissima	Tree of Heaven	5.2				Fair				
86	Ailanthus altissima	Tree of Heaven	6.7	5.1			Fair				
87	Ailanthus altissima	Tree of Heaven	7.2				Fair				
88	Ailanthus altissima	Tree of Heaven	5.2	5.1			Fair				
89	Ailanthus altissima	Tree of Heaven	4.6				Fair				
90	Ailanthus altissima	Tree of Heaven	5.4				Fair				
91	Ailanthus altissima	Tree of Heaven	10.3				Fair				
92	Ailanthus altissima	Tree of Heaven	5.9				Fair				
93	Ailanthus altissima	Tree of Heaven	7.3				Fair				
94	Ailanthus altissima	Tree of Heaven	11.9				Fair				
95	Ailanthus altissima	Tree of Heaven	7.7				Fair				
96	Robinia pseudoacacia	Black locust	6.1				Fair				
97	Robinia pseudoacacia	Black locust	8.3				Fair				
98	Robinia pseudoacacia	Black locust	5.1				Very Poor				
99	Juglans nigra	Black walnut	4.2				Fair				
100	Acer negundo	Box elder	5.6				Fair				
101	Acer negundo	Box elder	10.0				Fair				
102	Acer negundo	Box elder	6.3				Poor				
103	Acer negundo	Box elder	9.1				Poor				
104	Acer negundo	Box elder	4.9				Fair				
105	Acer negundo	Box elder	5.6				Fair				
106	Acer negundo	Box elder	5.0				Poor				
107	Acer negundo	Box elder	5.1				Fair				
108	Acer negundo	Box elder	5.9				Fair				
109	Acer negundo	Box elder	4.0				Very Poor				
110	Acer negundo	Box elder	8.0				Fair				
111	Acer negundo	Box elder	14.3	10.1			Fair				
112	Acer negundo	Box elder	4.1				Very Poor				
113	Acer negundo	Box elder	13.3				Fair				
114	Acer negundo	Box elder	17.7				Very Poor				
115	Juglans nigra	Black walnut	10.6				Fair				
116	Juglans nigra	Black walnut	7.5				Fair				
117	Acer negundo	Box elder	17.4				Poor				
118	Prunus serotina	Black cherry	5.5				Very Poor				
119	Quercus velutina	Black oak	6.8				Poor				
120	Prunus serotina	Black cherry	7.9				Very Poor				
121	Juglans nigra	Black walnut	20.8				Fair				
122	Quercus velutina	Black oak	6.0				Poor				
123	Quercus velutina	Black oak	17.4				Fair				
124	Juglans nigra	Black walnut	18.2				Fair				
125	Cercis canadensis	Eastern redbud	4.0				Fair				
126	Acer negundo	Box elder	6.6				Very Poor				
127	Acer negundo	Box elder	5.8				Very Poor				
128	Acer negundo	Box elder	4.0				Poor				
129	Acer negundo	Box elder	4.2				Poor				
130	Acer negundo	Box elder	6.8				Poor				
131	Juglans nigra	Black walnut	12.8				Poor				
132	Ulmus americana	American elm	14.6				Fair				
133	Acer negundo	Box elder	12.1				Poor				
134	Acer negundo	Box elder	10.8	5.1			Fair				
135	Juglans nigra	Black walnut	12.2				Fair				
136	Acer negundo	Box elder	6.4				Very Poor				
137	Acer negundo	Box elder	13.3				Fair				
138	Acer negundo	Box elder	9.4				Fair				
139	Acer negundo	Box elder	5.5				Poor				
140	Acer platanoides	Norway maple	7.0	4.3			Fair				

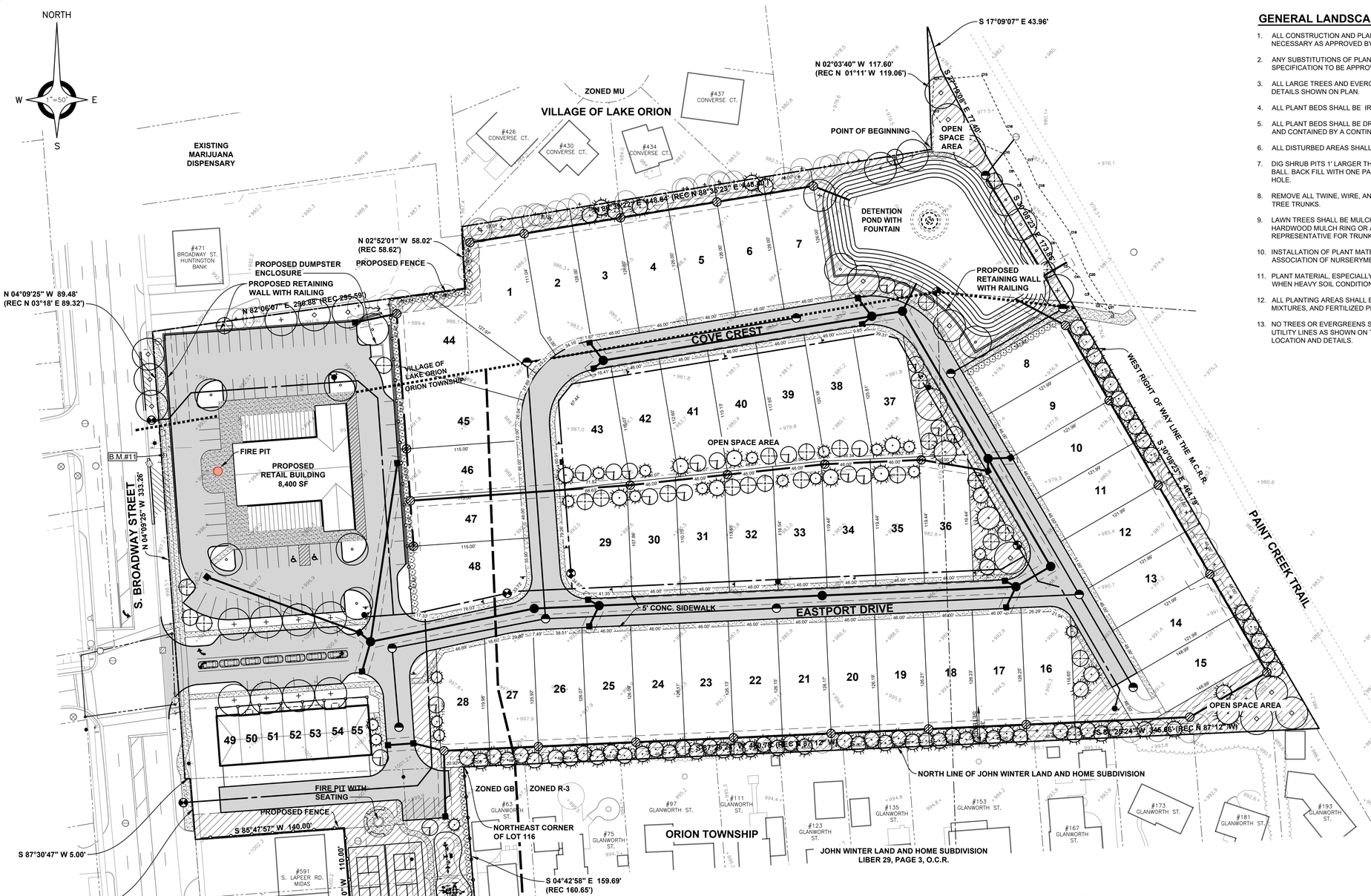
Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
141	Acer negundo	Box elder	14.4				Fair				
142	Acer negundo	Box elder	4.6				Fair				
143	Acer negundo	Box elder	5.5				Fair				
144	Acer negundo	Box elder	8.6				Fair				
145	Acer negundo	Box elder	8.6				Poor				
146	Acer negundo	Box elder	9.2				Fair				
147	Acer negundo	Box elder	13.8				Fair				
148	Acer negundo	Box elder	10.9	7.6			Poor				
149	Juglans nigra	Black walnut	4.7				Fair				
150	Acer negundo	Box elder	8.0	5.9			Very Poor				
151	Juglans nigra	Black walnut	12.1				Fair				
152	Acer negundo	Box elder	11.6	9.5	9.2		Fair				
153	Acer negundo	Box elder	6.3				Poor				
154	Acer negundo	Box elder	5.9	4.2			Poor				
155	Acer negundo	Box elder	6.8				Fair				
156	Acer negundo	Box elder	6.0				Very Poor				
157	Acer negundo	Box elder	12.2				Poor				
158	Acer negundo	Box elder	8.4				Poor				
159	Acer negundo	Box elder	7.3				Poor				
160	Acer negundo	Box elder	13.3	8.4			Fair				
161	Acer negundo	Box elder	18.3	10.6			Fair				
162	Acer negundo	Box elder	6.5	5.9			Poor				
163	Acer negundo	Box elder	9.5	5.1			Fair				
164	Acer negundo	Box elder	4.5				Fair				
165	Acer negundo	Box elder	5.1				Fair				
166	Acer platanoides	Norway maple	7.0				Fair				
167	Acer platanoides	Norway maple	6.2				Fair				
168	Acer platanoides	Norway maple	5.2				Fair				
169	Acer negundo	Box elder	8.5				Very Poor				
170	Acer platanoides	Norway maple	10.1				Fair				
171	Acer negundo	Box elder	19.5	10.8			Fair				
172	Acer negundo	Box elder	7.8	7.6			Poor				
173	Acer negundo	Box elder	8.1				Fair				
174	Acer negundo	Box elder	7.2	5.5			Very Poor				
175	Acer negundo	Box elder	9.8				Very Poor				
176	Acer negundo	Box elder	5.7				Fair				
177	Acer negundo	Box elder	5.4				Poor				
178	Acer negundo	Box elder	7.5				Fair				
179	Acer negundo	Box elder	7.2	4.0			Poor				
180	Acer negundo	Box elder	12.1				Fair				
181	Acer negundo	Box elder	11.8				Fair				
182	Acer platanoides	Norway maple	12.8				Fair				
183	Acer negundo	Box elder	13.2				Fair				
184	Acer negundo	Box elder	7.0	7.0	6.8		Fair				
185	Acer negundo	Box elder	5.6				Poor				
186	Acer negundo	Box elder	9.5				Poor				
187	Juglans nigra	Black walnut	4.0				Fair				
188	Juglans nigra	Black walnut	5.0				Fair				
189	Quercus velutina	Black oak	6.8				Fair				
190	Ulmus americana	American elm	10.0				Fair				
191	Prunus serotina	Black cherry	11.1				Fair				
192	Quercus velutina	Black oak	15.9	11.2	9.0		Fair				
193	Quercus velutina	Black oak	11.5				Fair				
194	Quercus velutina	Black oak	27.6			X	Very Poor				
195	Quercus velutina	Black oak	7.3				Fair				
196	Juglans nigra	Black walnut	5.8				Fair				
197	Quercus velutina	Black oak	16.8	16.5	15.1		Fair				
198	Acer negundo	Box elder	5.2	4.2			Poor				
199	Quercus velutina	Black oak	11.2	10.3			Fair				
200	Juglans nigra	Black walnut	4.9				Fair				
201	Acer negundo	Box elder	6.5				Fair				
202	Pinus sylvestris	Scotts Pine	11.0				Very Poor				
203	Pinus sylvestris	Scotts Pine	15.3				Fair				
204	Pinus resinosa	Red pine	13.7				Fair				
205	Pinus resinosa	Red pine	14.7				Fair				
206	Acer negundo	Box elder	5.9				Fair				
207	Pinus sylvestris	Scotts Pine	11.7				Poor				
208	Pinus resinosa	Red pine	15.5				Fair				
209	Pinus resinosa	Red pine	14.2				Fair				
210	Pinus resinosa	Red pine	14.1				Fair				
211	Ulmus americana	American elm	5.1				Fair				
212	Pinus resinosa	Red pine	12.5				Fair				
213	Pinus sylvestris	Scotts Pine	9.3				Fair				
214	Acer negundo	Box elder	5.5				Fair				
215	Pinus sylvestris	Scotts Pine	9.9				Fair				
216	Pinus resinosa	Red pine	6.6				Very Poor				
217	Pinus resinosa	Red pine	13.0				Fair				
218	Pinus resinosa	Red pine	12.1				Poor				
219	Acer negundo	Box elder	27.7				Very Poor				
220	Pinus resinosa	Red pine	13.9				Fair				
221	Pinus resinosa	Red pine	16.1				Fair				
222	Acer negundo	Box elder	4.3				Poor				
223	Quercus alba	White oak	8.1				Fair				
224	Pinus resinosa	Red pine	9.1				Fair				
225	Pinus resinosa	Red pine	17.5				Fair				
226	Acer negundo	Box elder	4.0				Fair				
227	Acer negundo	Box elder	4.2				Fair				
228	Populus deltoides	Eastern cottonwood	6.2				Fair				
229	Acer negundo	Box elder	7.7				Fair				
230	Acer negundo	Box elder	8.0				Fair				
231	Picea abies	Norway spruce	4.9				Fair				
232	Quercus velutina	Black oak	15.2	10.4			Fair				
233	Populus deltoides	Eastern cottonwood	4.5				Fair				
234	Populus deltoides	Eastern cottonwood	4.0				Fair				
235	Populus deltoides	Eastern cottonwood	4.5				Fair				
236	Populus deltoides	Eastern cottonwood	5.0				Fair				
237	Ulmus americana	American elm	7.0				Fair				
238	Malus pumila	Cultivated apple	4.1				Poor				
239	Malus pumila	Cultivated apple	5.4				Poor				
240	Populus deltoides	Eastern cottonwood	5.6				Fair				
241	Populus deltoides	Eastern cottonwood	7.7				Fair				
242	Acer negundo	Box elder	4.8				Fair				
243	Pinus resinosa	Red pine	11.7				Fair				
244	Pinus resinosa	Red pine	15.0				Fair				
245	Acer rubrum	Red maple	5.9				Fair				
246	Acer negundo	Box elder	11.5	9.5			Fair				
247	Pinus resinosa	Red pine	8.6				Poor				
248	Pinus resinosa	Red pine	16.2				Fair				
249	Pinus resinosa	Red pine	14.3				Fair				
250	Acer negundo	Box elder	8.5				Poor				
251	Acer negundo	Box elder	8.1				Fair				
252	Acer negundo	Box elder	13.3				Fair				
253	Acer platanoides	Norway maple	13.6				Fair				
254	Acer platanoides	Norway maple	12.9				Fair				
255	Acer negundo	Box elder	8.7				Fair				
256	Acer negundo	Box elder	13.7				Poor				
257	Acer negundo	Box elder	13.5				Fair				
258	Acer negundo	Box elder	9.5				Fair				
259	Ulmus americana	American elm	5.5	4.1			Fair				
260	Acer negundo	Box elder	9.1	9.0	7.7		Fair				
261	Acer negundo	Box elder	6.9	5.7			Fair				
262	Acer negundo	Box elder	8.4				Fair				
263	Acer negundo	Box elder	21.1				Poor				
264	Acer negundo	Box elder	9.1				Fair				
265	Acer negundo	Box elder	5.1				Fair				
266	Acer negundo	Box elder	8.3				Fair				
267	Acer negundo	Box elder	6.8				Fair				
268	Acer platanoides	Norway maple	4.6	4.1			Fair				
269	Acer negundo	Box elder	5.8				Fair				
270	Acer negundo	Box elder	9.0				Fair				
271	Acer negundo	Box elder	6.7				Poor				
272	Acer negundo	Box elder	4.2				Fair				
273	Acer negundo	Box elder	5.6				Poor				
274	Ulmus americana	American elm	16.7				Very Poor				
275	Acer negundo	Box elder	7.4				Fair				
276	Acer negundo	Box elder	12.1	6.4			Fair				
277	Acer negundo	Box elder	8.1				Poor				
278	Acer negundo	Box elder	5.7				Very Poor				
279	Acer negundo	Box elder	6.8				Poor				
280	Robinia pseudoacacia	Black locust	36.0			X	Fair				

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
281	Acer negundo	Box elder	4.1				Poor				
282	Acer negundo	Box elder	5.7				Poor				
283	Acer negundo	Box elder	5.0				Poor				
284	Acer platanoides	Norway maple	4.0				Fair				
285	Acer negundo	Box elder	6.0				Fair				
286	Acer negundo	Box elder	8.0				Poor				
287	Acer platanoides	Norway maple	5.3				Poor				
288	Ulmus pumila	Siberian elm	19.9				Fair				
289	Acer negundo	Box elder	11.5				Fair				
290	Acer negundo	Box elder	5.3				Poor				
291	Acer negundo	Box elder	4.5				Very Poor				
292	Robinia pseudoacacia	Black locust	15.6				Fair				
293	Acer negundo	Box elder	4.3				Poor				
294	Acer negundo	Box elder	6.8				Poor				
295	Robinia pseudoacacia	Black locust	7.6				Poor				
296	Acer negundo	Box elder	5.9				Fair				
297	Acer negundo	Box elder	4.0				Fair				
298	Acer negundo	Box elder	6.0				Fair				
299	Acer negundo	Box elder	5.3				Poor				
300	Acer negundo	Box elder	10.4				Fair				
301	Robinia pseudoacacia	Black locust	5.7				Poor				
302	Robinia pseudoacacia	Black locust	17.0	12.8			Fair				
303	Robinia pseudoacacia	Black locust	27.8				Poor				
304	Robinia pseudoacacia	Black locust	14.0				Fair				
305	Acer negundo	Box elder	11.6				Poor				
306	Robinia pseudoacacia	Black locust	9.3				Fair				
307	Robinia pseudoacacia	Black locust	8.5				Very Poor				
308	Robinia pseudoacacia	Black locust	6.4				Poor				
309	Robinia pseudoacacia	Black locust	11.3	8.9			Fair				
310	Robinia pseudoacacia	Black locust	16.8				Very Poor				
311	Robinia pseudoacacia	Black locust	13.3				Fair				
312	Robinia pseudoacacia	Black locust	17.8				Fair				
313	Robinia pseudoacacia	Black locust	13.8				Poor				
314	Acer negundo	Box elder	5.6				Fair				
315	Acer negundo	Box elder	4.5				Fair				
316	Acer negundo	Box elder	6.2				Fair				
317	Acer negundo	Box elder	6.0				Excellent				
318	Acer negundo	Box elder	9.8	5.0			Fair				
319	Acer negundo	Box elder	8.6				Poor				
320	Ulmus pumila	Siberian elm	32.3				Poor				
321	Acer negundo	Box elder	5.1				Fair				
322	Acer negundo	Box elder	5.9				Fair				
323	Acer negundo	Box elder	5.3				Poor				
324	Acer negundo	Box elder	5.8				Fair				
325	Acer negundo	Box elder	7.2				Fair				
326	Acer negundo	Box elder	4.9	4.3			Poor				
327	Robinia pseudoacacia	Black locust	11.8				Very Poor				
328	Acer negundo	Box elder	4.8				Poor				
329	Robinia pseudoacacia	Black locust	29.4				Poor				
330	Acer negundo	Box elder	4.6				Poor				
331	Pseudotsuga menzesii	Douglas fir	28.4				Poor				
332	Ulmus pumila	Siberian elm	17.7	13.1			Poor				
333	Acer negundo	Box elder	7.5				Poor				
334	Acer rubrum	Red maple	14.2				Fair				
335	Ulmus pumila	Siberian elm	15.3				Poor				
336	Malus pumila	Cultivated apple	6.1				Poor				
337	Taxus cuspidata	Japanese yew	4.0				Fair				
338	Ulmus pumila	Siberian elm	18.5				Very Poor				
339	Acer negundo	Box elder	7.5				Very Poor				
340	Robinia pseudoacacia	Black locust	13.1				Poor				
341	Robinia pseudoacacia	Black locust	14.0				Fair				
342	Acer negundo	Box elder	6.8				Poor				
343	Robinia pseudoacacia	Black locust	7.0				Very Poor				
344	Acer negundo	Box elder	7.4				Fair				
345	Robinia pseudoacacia	Black locust	17.1				Fair				
346	Robinia pseudoacacia	Black locust	20.8				Fair				
347	Robinia pseudoacacia	Black locust	23.1				Fair				
348	Robinia pseudoacacia	Black locust	10.1				Fair				
349	Acer negundo	Box elder	6.0				Poor				
350	Robinia pseudoacacia	Black locust	6.4				Very Poor				
351	Acer negundo	Box elder	4.7				Fair				
352	Acer negundo	Box elder	5.0				Very Poor				
353	Acer negundo	Box elder	8.1				Poor				
354	Ulmus pumila	Siberian elm	17.5	15.4			Fair				
355	Ulmus pumila	Siberian elm	15.1				Fair				
356	Acer saccharinum	Silver maple	19.6	18.5	15.1		Fair				
357	Robinia pseudoacacia	Black locust	25.8				Poor				
358	Acer negundo	Box elder	4.0				Poor				
359	Acer negundo	Box elder	7.0				Very Poor				
360	Taxus cuspidata	Japanese yew	6.2				Fair				
361	Robinia pseudoacacia	Black locust	20.8	18.4	12.0		Fair				
362	Acer negundo	Box elder	6.0				Very Poor				
363	Ulmus pumila	Siberian elm	17.8				Fair				
364	Thuja occidentalis	Northern white cedar	8.0	7.4			Fair				
365	Acer negundo	Box elder	4.2				Poor				
366	Acer negundo	Box elder	5.1				Poor				
367	Acer negundo	Box elder	20.5				Very Poor				
368	Acer negundo	Box elder	8.3				Fair				
369	Acer negundo	Box elder	8.5				Very Poor				
370	Acer negundo	Box elder	21.5				Fair				
371	Acer negundo	Box elder	16.9				Fair				
372	Acer negundo	Box elder	5.5	4.5			Poor				
373	Acer negundo	Box elder	7.0				Poor				
374	Acer negundo	Box elder	7.2				Poor				
375	Acer negundo	Box elder	39.5			X	Fair				
376	Acer negundo	Box elder	7.3				Very Poor				
377	Acer negundo	Box elder	17.3				Fair				
378	Acer negundo	Box elder	15.3	6.0			Fair				
379	Acer negundo	Box elder	14.5				Fair				
380	Acer negundo	Box elder	11.2				Fair				
381	Acer negundo	Box elder	11.4	9.5			Poor				
382	Acer negundo	Box elder	14.8				Fair				
383	Quercus bicolor	Swamp white oak	17.1				Poor				
384	Acer negundo	Box elder	5.4				Poor				
385	Acer negundo	Box elder	4.7				Poor				
386	Acer negundo	Box elder	13.6	7.8			Poor				
387	Acer saccharinum	Silver maple	22.0				Fair				
388	Acer saccharinum	Silver maple	7.3				Fair				
389	Acer negundo	Box elder	6.6				Very Poor				
390	Acer negundo	Box elder	13.2				Poor				
391	Salix nigra	Black willow	17.6	16.9			Fair				
392	Ulmus americana	American elm	7.5				Fair				
393	Acer negundo	Box elder	6.7				Poor				
394	Acer negundo	Box elder	8.8				Poor				
395	Acer negundo	Box elder	6.5				Poor				
396	Acer negundo	Box elder	7.7				Fair				
397	Acer negundo	Box elder	15.4				Poor				
398	Acer negundo	Box elder	8.5				Poor				
399	Acer negundo	Box elder	6.0				Very Poor				
400	Ulmus americana	American elm	20.8				Fair				
401	Acer negundo	Box elder	5.5				Fair				
402	Pinus sylvestris	Scotts Pine	12.6				Fair				
403	Pinus sylvestris	Scotts Pine	9.2				Very Poor				
404	Pinus resinosa	Red pine	11.0				Fair				
405	Pinus resinosa	Red pine	16.8				Fair				
406	Pinus resinosa	Red pine	9.9				Fair				
407	Pinus resinosa	Red pine	16.5				Fair				
408	Pinus resinosa	Red pine	10.6				Poor				
409	Pinus resinosa	Red pine	17.2				Fair				
410	Ulmus americana	American elm	7.5				Fair				
411	Ulmus americana	American elm	4.5				Poor				
412	Quercus velutina	Black oak	33.9			X	Fair				
413	Quercus velutina	Black oak	23.6			

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
561	Pinus resinosa	Red pine	14.0				Poor				
562	Acer negundo	Box elder	6.5				Poor				
563	Acer negundo	Box elder	4.5				Very Poor				
564	Quercus velutina	Black oak	17.4				Poor				
565	Acer negundo	Box elder	8.7				Poor				
566	Ulmus americana	American elm	9.3				Very Poor				
567	Quercus macrocarpa	Bur oak	7.7				Fair				
568	Pinus sylvestris	Scotts Pine	18.3				Poor				
569	Pinus resinosa	Red pine	15.1				Fair				
570	Quercus velutina	Black oak	30			X	Fair				
571	Ulmus americana	American elm	4.8				Poor				
572	Acer negundo	Box elder	5.3				Very Poor				
573	Acer negundo	Box elder	7.0				Poor				
574	Populus deltoides	Eastern cottonwood	61.5	21.4	10.4	X	Fair				
575	Acer negundo	Box elder	11.4	9.1	5.5		Very Poor				
576	Acer negundo	Box elder	18.5	18.0			Poor				
577	Acer negundo	Box elder	6.4				Poor				
578	Acer negundo	Box elder	8.7				Very Poor				
579	Acer negundo	Box elder	7.0	4.5			Very Poor				
580	Acer negundo	Box elder	5.0				Poor				
581	Quercus bicolor	Swamp white oak	12.5				Poor				
582	Acer negundo	Box elder	5.2				Very Poor				
583	Acer negundo	Box elder	6.5	6.2			Very Poor				
584	Acer negundo	Box elder	8.5	5.8			Poor				
585	Robinia pseudoacacia	Black locust	21.9				Fair				
586	Robinia pseudoacacia	Black locust	14.5				Fair				
587	Acer negundo	Box elder	4.8				Poor				
588	Acer negundo	Box elder	9.0				Fair				
589	Robinia pseudoacacia	Black locust	12.5				Fair				
590	Robinia pseudoacacia	Black locust	14.0				Poor				
591	Acer negundo	Box elder	11.0				Very Poor				
592	Acer negundo	Box elder	8.5				Very Poor				
593	Robinia pseudoacacia	Black locust	24.7				Poor				
594	Robinia pseudoacacia	Black locust	11.0				Poor				
595	Robinia pseudoacacia	Black locust	20.5				Fair				
596	Acer negundo	Box elder	7.8				Poor				
597	Prunus serotina	Black cherry	6.2				Poor				
598	Acer saccharinum	Silver maple	20.1				Fair				
599	Acer platanoides	Norway maple	14.7				Fair				
600	Prunus serotina	Black cherry	4.8				Very Poor				
601	Robinia pseudoacacia	Black locust	26.0				Fair				
602	Robinia pseudoacacia	Black locust	16.1				Poor				
603	Robinia pseudoacacia	Black locust	21.6				Fair				
604	Acer negundo	Box elder	6.1				Poor				
605	Acer negundo	Box elder	4.5				Poor				
606	Populus deltoides	Eastern cottonwood	33.8				Fair				
607	Acer negundo	Box elder	8.5				Poor				
608	Acer negundo	Box elder	5.3				Poor				
609	Robinia pseudoacacia	Black locust	15.1				Fair				
610	Acer negundo	Box elder	6.3				Poor				
611	Robinia pseudoacacia	Black locust	12.0				Fair				
612	Prunus serotina	Black cherry	4.5				Very Poor				
613	Acer saccharinum	Silver maple	8.9				Poor				
614	Robinia pseudoacacia	Black locust	19.0				Poor				
615	Acer negundo	Box elder	6.7				Poor				
616	Acer negundo	Box elder	4.9				Poor				
617	Robinia pseudoacacia	Black locust	21.9				Poor				
618	Robinia pseudoacacia	Black locust	17.0				Poor				
619	Robinia pseudoacacia	Black locust	15.6				Poor				
620	Acer negundo	Box elder	4.9	4.4			Very Poor				
621	Robinia pseudoacacia	Black locust	18.7				Poor				
622	Robinia pseudoacacia	Black locust	21.3				Poor				
623	Robinia pseudoacacia	Black locust	20.3				Fair				
624	Acer negundo	Box elder	10.1				Poor				
625	Robinia pseudoacacia	Black locust	15.8				Poor				
626	Acer negundo	Box elder	6.1				Poor				
627	Robinia pseudoacacia	Black locust	15.6				Poor				
628	Acer negundo	Box elder	6.8				Poor				
629	Acer platanoides	Norway maple	7.1				Fair				
630	Acer saccharinum	Silver maple	8.2				Fair				
631	Robinia pseudoacacia	Black locust	29.5				Poor				
632	Acer negundo	Box elder	6.4	4.2			Poor				
633	Acer negundo	Box elder	9.7				Poor				
634	Acer negundo	Box elder	12.5	7.3			Fair				
635	Acer platanoides	Norway maple	8.5				Fair				
636	Acer platanoides	Norway maple	4.9				Fair				
637	Acer negundo	Box elder	8.1	7.4			Poor				
638	Acer negundo	Box elder	8.2	8.1	6.8		Fair				
639	Acer negundo	Box elder	7.4				Poor				
640	Acer negundo	Box elder	8.1				Poor				
641	Acer negundo	Box elder	6.7				Poor				
642	Malus pumila	Cultivated apple	4.9				Very Poor				
643	Picea glauca	White spruce	11.7				Poor				
644	Acer negundo	Box elder	4.9				Poor				
645	Acer negundo	Box elder	8.4				Poor				
646	Acer negundo	Box elder	6.1				Poor				
647	Acer negundo	Box elder	6.0				Poor				
648	Acer negundo	Box elder	7.8				Very Poor				
649	Acer negundo	Box elder	4.7				Fair				
650	Acer negundo	Box elder	7.7	6.8			Poor				
651	Acer negundo	Box elder	7.2	6.4	5.1		Poor				
652	Quercus velutina	Black oak	18.2				Poor				
653	Acer saccharinum	Silver maple	42.3			X	Fair				
654	Prunus serotina	Black cherry	11.4				Poor				
655	Acer negundo	Box elder	5.0				Very Poor				
656	Acer negundo	Box elder	6.2				Poor				
657	Ulmus americana	American elm	5.2				Fair				
658	Acer negundo	Box elder	8.3				Fair				
659	Acer negundo	Box elder	8.5	5.6			Poor				
660	Acer negundo	Box elder	11.0				Poor				
661	Juniperus virginiana	Eastern redcedar	5.2				Fair				
662	Pinus sylvestris	Scotts Pine	14.4				Fair				
663	Acer negundo	Box elder	4.4				Fair				
664	Acer negundo	Box elder	10.4				Fair				
665	Acer negundo	Box elder	7.2				Very Poor				
666	Acer negundo	Box elder	18.4				Fair				
667	Malus pumila	Cultivated apple	8.1				Fair				
668	Acer platanoides	Norway maple	9.4	8.6			Fair				
669	Juniperus virginiana	Eastern redcedar	6.9				Fair				
670	Acer negundo	Box elder	10.5	8.3			Fair				
671	Acer negundo	Box elder	7.9	6.5			Fair				
672	Acer negundo	Box elder	11.7				Fair				
673	Ulmus pumila	Siberian elm	8.8				Fair				
674	Ulmus pumila	Siberian elm	17.8				Fair				
675	Ulmus pumila	Siberian elm	21.1	15.4			Fair				
676	Juniperus virginiana	Eastern redcedar	5.4				Fair				
677	Ulmus pumila	Siberian elm	15.5	12.5	5.1		Fair				N
678	Acer negundo	Box elder	6.0	4.6			Fair				
679	Acer negundo	Box elder	4.6				Fair				
680	Acer platanoides	Norway maple	8.8				Fair				
681	Pinus sylvestris	Scotts Pine	14.7				Fair				
682	Gleditsia triacanthos	Honey locust	32.0				Very Poor				
683	Acer platanoides	Norway maple	7.7				Fair				
684	Acer negundo	Box elder	4.2	4.2			Poor				
685	Abies concolor	White fir	8.5				Fair				
686	Acer negundo	Box elder	8.7				Very Poor				
687	Juglans nigra	Black walnut	17.2				Fair				
688	Acer negundo	Box elder	20.4				Very Poor				
689	Acer negundo	Box elder	9.3	8.4			Poor				
690	Juglans nigra	Black walnut	16.0	12.5			Fair				
691	Acer negundo	Box elder	5.4	3.5			Poor				
692	Juglans nigra	Black walnut	5.1				Poor				
693	Juglans nigra	Black walnut	10.5				Fair				
694	Ulmus americana	American elm	7.8				Fair				
695	Picea glauca	White spruce	5.0				Poor				
696	Acer negundo	Box elder	8.9				Fair				
697	Acer negundo	Box elder	4.9				Poor				
698	Juglans nigra	Black walnut	17.8				Fair				
699	Quercus velutina	Black oak	32.5			X	Fair				
700	Populus deltoides	Eastern cottonwood	6.9				Poor				

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
701	Juglans nigra	Black walnut	14.1				Fair				
702	Juglans nigra	Black walnut	10.6				Poor				
703	Juglans nigra	Black walnut	20.5				Fair				
704	Acer negundo	Box elder	7.2	4.1			Fair				
705	Juglans nigra	Black walnut	7.5				Poor				
706	Juglans nigra	Black walnut	9.7				Fair				
707	Acer negundo	Box elder	4.2				Poor				
708	Quercus canadensis	Eastern redcedar	4.5				Fair				
709	Juglans nigra	Black walnut	4.9				Fair				X
710	Juglans nigra	Black walnut	20.1				Fair				
711	Quercus canadensis	Eastern redcedar	4.9				Fair				X
712	Quercus canadensis	Eastern redcedar	5.7				Fair				
713	Juglans nigra	Black walnut	9.3				Poor				
714	Quercus velutina	Black oak	19.1				Fair				
715	Acer negundo	Box elder	4.2				Fair				
716	Quercus bicolor	Swamp white oak	4.5				Fair				
717	Prunus serotina	Black cherry	4.0				Poor				X
718	Quercus velutina	Black oak	13.8				Fair				
719	Acer saccharum	Sugar maple	4.8				Poor				
720	Quercus velutina	Black oak	4.8				Fair				
721	Acer rubrum	Red maple	5.2				Fair				
722	Quercus ellipsoidalis	Northern pin oak	18.1				Fair				
723	Quercus ellipsoidalis	Northern pin oak	5.5				Fair				
724	Quercus ellipsoidalis	Northern pin oak	5.6				Very Poor				
725	Acer negundo	Box elder	7.5				Poor				
726	Quercus velutina	Black oak	8.9				Fair				X
727	Prunus serotina	Black cherry	8.4				Fair				X
728	Quercus velutina	Black oak	23.6				Poor				
729	Quercus velutina	Black oak	4.3				Fair				
730	Quercus velutina	Black oak	17.6	16.8	14.3		Fair				
731	Ulmus americana	American elm	4.7				Poor				
732	Quercus velutina	Black oak	4.8				Fair				X
733	Quercus velutina	Black oak	5.5				Dead				X
734	Quercus velutina	Black oak	10.2				Fair				X
735	Quercus velutina	Black oak	19.5				Fair				X
736	Quercus ellipsoidalis	Northern pin oak	8.7				Fair				
737	Quercus ellipsoidalis	Northern pin oak	26.1				Poor	X			
738	Quercus velutina	Black oak	25.9				Poor	X			
739	Picea glauca	White spruce	5.0				Poor				
740	Quercus velutina	Black oak	7.7				Fair				
741	Populus alba	White poplar	5.0				Fair				
742	Quercus bicolor	Swamp white oak	12.0				Fair				X
743	Ulmus americana	American elm	8.5				Fair				X
744	Quercus ellipsoidalis	Northern pin oak	26.0				Poor	X			
745	Carya ovata	Shagbark hickory	7.1				Fair				
746	Carya ovata	Shagbark hickory	23.8				Poor				
747	Quercus velutina	Black oak	11.8				Fair				
748	Quercus velutina	Black oak	14.0				Poor				
749	Quercus bicolor	Swamp white oak	5.3				Poor				
750	Carya ovata	Shagbark hickory	6.5				Poor				
751	Quercus velutina	Black oak	11.5				Poor				
752	Carya ovata	Shagbark hickory	5.2				Poor				
753	Carya ovata	Shagbark hickory	8.1				Fair				X
754	Quercus bicolor	Swamp white oak	16.1				Poor				X
755	Carya ovata	Shagbark hickory	4.3				Fair				X
756	Carya ovata	Shagbark hickory	4.3				Poor				X
757	Quercus ellipsoidalis	Northern pin oak	19.4				Poor				X
758	Carya ovata	Shagbark hickory	5.8				Poor				X
759	Quercus velutina	Black oak	19.2				Fair				
760	Quercus ellipsoidalis	Northern pin oak	11.8				Fair				
761	Quercus velutina	Black oak	19.9				Poor				
762	Carya ovata	Shagbark hickory	5.7				Fair				X
763	Carya ovata	Shagbark hickory	7.0				Fair				X
764	Sassafras albidum	Sassafras	5.6				Poor				X
765	Sassafras albidum	Sassafras	5.9				Poor				X
766	Carya ovata	Shagbark hickory	7.5				Poor				X
767	Prunus serotina	Black cherry	5.0				Poor				X
768	Sassafras albidum	Sassafras	11.4				Fair				
769	Prunus serotina	Black cherry	4.8				Fair				
770	Carya ovata	Shagbark hickory	7.0				Poor				
771	Carya ovata	Shagbark hickory	20.4				Fair	X			
772	Tilia americana	American basswood	5.7				Fair				
773	Tilia americana	American basswood	4.3	4.5			Fair				
774	Tilia americana	American basswood	10.7				Poor				
775	Picea glauca	White spruce	8.0				Poor				X
776	Picea glauca	White spruce	8.1				Fair				X
777	Picea glauca	White spruce	7.6				Poor				X
778	Picea glauca	White spruce	6.5	5.1			Fair				X
779	Picea glauca	White spruce	7.6				Poor				X
780	Picea glauca	White spruce	7.8				Poor				X
781	Ulmus americana	American elm	7.8				Poor				X
782	Ulmus americana	American elm	7.5				Very Poor				X
783	Acer negundo	Box elder	4.5				Fair				X
784	Malus pumila	Cultivated apple	5.1				Fair				X
785	Ulmus americana	American elm	5.8				Fair				X
786	Populus deltoides	Eastern cottonwood	12.6				Poor				X
787	Salix nigra	Black willow	13.2				Fair				X
788	Salix nigra	Black willow	5.1	4.9			Fair				X
789	Salix nigra	Black willow	20.2				Fair				
790	Salix nigra	Black willow	6.1				Poor				
791	Acer negundo	Box elder	6.2				Poor				
792	Quercus velutina	Black oak	24.0				Poor	X			
793	Quercus velutina	Black oak	8.5				Poor				
794	Carya ovata	Shagbark hickory	4.6				Fair				
795	Quercus velutina	Black oak	10.2				Poor				
796	Carya ovata	Shagbark hickory	5.5				Poor				
797	Quercus ellipsoidalis	Northern pin oak	15.0				Fair				
798	Quercus velutina	Black oak	13.6				Fair				
799	Carya ovata	Shagbark hickory	5.9				Fair				
800	Carya ovata	Shagbark hickory	12.4	11.4			Fair				
801	Prunus serotina	Black cherry	12.9				Fair				
802	Quercus velutina	Black oak	18.2				Fair				
803	Acer platanoides	Norway maple	26.5				Fair	X			X
804	Carya ovata	Shagbark hickory	5.0				Fair				
805	Carya ovata	Shagbark hickory	6.5				Fair				
806	Carya ovata	Shagbark hickory	4.1				Fair				
807	Carya ovata	Shagbark hickory	12.4				Fair				
808	Quercus velutina	Black oak	18.3				Fair				
809	Quercus ellipsoidalis	Northern pin oak	20.2				Fair				
810	Quercus ellipsoidalis	Northern pin oak	23.7				Fair				
811	Ulmus americana	American elm	8.0				Fair				
812	Ulmus americana	American elm	4.0				Fair				
813	Quercus velutina	Black oak	21.3				Fair				
814	Acer platanoides	Norway maple	5.4				Poor				
815	Fraxinus pennsylvanica	Green ash	7.4				Very Poor				X
816	Carya ovata	Shagbark hickory	11.8				Fair				X
817	Carya ovata	Shagbark hickory	14.2				Fair				X
818	Prunus serotina	Black cherry	8.2				Poor				X
819	Acer platanoides	Norway maple	4.5				Fair				X
820	Acer platanoides	Norway maple	8.1				Very Poor				X
821	Acer platanoides	Norway maple	6.9				Fair				X
822	Prunus serotina	Black cherry	8.9				Fair				X
823	Acer platanoides	Norway maple	4.9				Fair				X
824	Fraxinus americana	White ash	5.2				Very Poor				X
825	Quercus bicolor	Swamp white oak	25.5				Fair	X			X
826	Quercus velutina	Black oak	31.0				Poor	X			
827	Quercus velutina	Black oak	23.2				Poor				
828	Quercus ellipsoidalis	Northern pin oak	20.1				Fair				
829	Ulmus americana	American elm	7.3				Fair				
830	Ulmus americana	American elm	5.0				Fair				
831	Quercus ellipsoidalis	Northern pin oak	18.1				Fair				
832	Quercus ellipsoidalis	Northern pin oak	21.0				Fair				
833	Quercus velutina	Black oak	18.0				Fair				
834	Crataegus crus-galli	Cockspur hawthorn	5.2	4.7			Fair				
835	Populus deltoides	Eastern cottonwood	37.5				Fair	X			
836	Acer saccharinum	Silver maple	38.4				Poor	X			
837	Fraxinus pennsylvanica	Green ash	4.0				Very Poor				X
838	Fraxinus pennsylvanica	Green ash	5.9				Very Poor				X
839	Fraxinus pennsylvanica	Green ash	4.6				Fair				X
840	Fraxinus pennsylvanica	Green ash	5.3				Very Poor				X

Tag	Scientific Name	Common Name	Diameter at Breast Height			Landmark	Condition	Status	Regulated Replacements	Landmark DBH Replacement	Offsite
			Trunk 1	Trunk 2	Trunk 3						
841	Acer negundo	Box elder	5.8				Poor				X
842	Acer platanoides	Norway maple	4.8				Poor				X
843	Juglans nigra	Black walnut	5.2				Fair				X
844	Acer negundo	Box elder	6.2				Poor				X
845	Acer platanoides	Norway maple	5.3				Fair				X
846	Acer platanoides	Norway maple	5.5				Fair				X
847	Acer platanoides	Norway maple	4.7				Fair				X
848	Acer negundo	Box elder	7.5	6.3			Poor				X
849	Acer platanoides	Norway maple	4.6				Fair				X
850	Acer negundo	Box elder	6.5				Very Poor				
851	Ulmus pumila	Siberian elm	19.2				Very Poor				
852	Acer platanoides	Norway maple	7.2				Fair				
853	Acer saccharinum	Silver maple	14.0				Poor				
854	Acer negundo	Box elder	7.7				Poor				
855	Rhamnus cathartica	European buckthorn	5.4				Poor				
856	Acer saccharinum	Silver maple	7.3				Fair				
857	Populus deltoides	Eastern cottonwood	36.1			X	Fair				
858	Acer negundo	Box elder	8.7				Very Poor				
859	Populus deltoides	Eastern cottonwood	24.8	16.9			Fair				
860	Acer negundo	Box elder	7.0	4.6			Fair				
861	Acer negundo	Box elder	4.3				Poor				X
862	Acer negundo	Box elder	4.8				Poor				X
863	Acer negundo	Box elder	5.8				Poor				X
864	Acer negundo	Box elder	10.8				Poor				X
865	Rhamnus cathartica	European buckthorn	6.4				Poor				X
866	Acer negundo	Box elder	7.9	5.9			Poor				X
867	Ulmus pumila	Siberian elm	11.5				Poor				X
868	Fraxinus pennsylvanica	Green ash	4.3				Very Poor				X
869	Acer negundo	Box elder	7.7				Poor				X
870	Acer negundo	Box elder	9.8				Poor				X
871	Acer negundo	Box elder	8.4				Very Poor				
872	Prunus serotina	Black cherry	7.8				Fair				X
873	Dropped	--	--				--				
874	Acer negundo	Box elder	5.8				Poor				X
875	Acer negundo	Box elder	16.3				Poor				
876	Acer negundo	Box elder	10.1				Very Poor				
877	Populus deltoides	Eastern cottonwood	39.8			X	Fair				
878	Quercus bicolor	Swamp white oak	10.4				Fair				X
879	Acer negundo	Box elder	11.3	7.4	7.2		Fair				
880	Acer negundo	Box elder	4.6				Very Poor				
881	Quercus macrocarpa	Bur oak	15.9				Fair				
882	Acer negundo	Box elder	6.0				Fair				
883	Acer negundo	Box elder	5.1				Fair				
884	Acer negundo	Box elder	7.0				Fair				
885	Prunus serotina	Black cherry	13.1				Poor				
886	Picea glauca	White spruce	13.0				Poor				
887	Ulmus pumila	Siberian elm	9.1				Fair				
888	Picea glauca	White spruce	9.6				Fair				
889	Prunus serotina	Black cherry	8.4				Poor				
890	Picea glauca	White spruce	12.3				Poor				
891	Prunus serotina	Black cherry	26.1			X	Poor				
892	Picea glauca	White spruce	13.1				Very Poor				
893	Quercus palustris	Pin Oak	20.8				Fair				
894	Acer saccharum	Sugar maple	11.0				Fair				
895	Prunus serotina	Black cherry	9.5				Fair				
896	Prunus serotina	Black cherry	10.9				Poor				
897	Picea glauca	White spruce	9.0				Poor				
898	Prunus serotina	Black cherry	9.5				Fair				
899	Acer saccharinum	Silver maple	5.8				Fair				
900	Picea glauca	White spruce	12.8				Very Poor				
901	Picea glauca	White spruce	13.8				Poor				
902	Picea glauca	White spruce	13.4				Poor				
903	Prunus serotina	Black cherry	8.6				Poor				
904	Prunus serotina	Black cherry	5.2				Poor				
905	Prunus serotina	Black cherry	8.8				Very Poor				
906	Prunus serotina	Black cherry	4.6				Very Poor				
907	Picea glauca	White spruce	8.5				Poor				
908	Pinus sylvestris	Scotts pine	11.3				Poor				
909	Prunus serotina	Black cherry	9.8				Poor				
910	Picea glauca	White spruce	14.5				Fair				
911	Juniperus virginiana	Eastern redcedar	6.5				Fair				
912	Acer negundo	Box elder	5.5				Fair				
913	Acer negundo	Box elder	9.0				Fair				
914	Acer negundo	Box elder	7.5				Fair				
915	Populus deltoides	Eastern cottonwood	18.0				Fair				
916	Acer negundo	Box elder	8.6				Poor				
917	Robinia pseudoacacia	Black locust	22.8				Poor				
918	Robinia pseudoacacia	Black locust	16.4				Fair				
919	Robinia pseudoacacia	Black locust	12.2				Fair				
920	Robinia pseudoacacia	Black locust	11.7				Fair				
921	Acer negundo	Box elder	5.2				Poor				
922	Acer negundo	Box elder	6.8				Fair				
923	Robinia pseudoacacia	Black locust	14.8				Poor				
924	Acer negundo	Box elder	10.4				Fair				
925	Robinia pseudoacacia	Black locust	13.9				Poor				
926	Acer negundo	Box elder	4.7				Poor				
927	Acer negundo	Box elder	5.5				Poor				
928	Robinia pseudoacacia	Black locust	23.5				Fair				
929	Robinia pseudoacacia	Black locust	19.6				Fair				
930	Robinia pseudoacacia	Black locust	27.7				Fair				
931	Salix nigra	Black willow	35.7				Fair				
932	Robinia pseudoacacia	Black locust	5.0				Fair				
933	Acer negundo	Box elder	38.2			X	Fair				
934	Robinia pseudoacacia	Black locust	19.0				Poor				
935	Acer negundo	Box elder	4.3				Poor				
936	Acer negundo	Box elder	13.2	11.3			Fair				
937	Acer negundo	Box elder	4.7				Fair				
938	Robinia pseudoacacia	Black locust	14.9				Fair				
939	Robinia pseudoacacia	Black locust	12.7				Poor				
940	Robinia pseudoacacia	Black locust	13.5				Fair				
941	Robinia pseudoacacia	Black locust	13.6				Poor				
942	Robinia pseudoacacia	Black locust	13.8	13.1			Fair				
943	Robinia pseudoacacia	Black locust	5.8				Fair				
944	Acer negundo	Box elder	10.3	8.8			Poor				
945	Populus deltoides	Eastern cottonwood	6.0				Fair				
946	Robinia pseudoacacia	Black locust	5.8				Fair				
947	Robinia pseudoacacia	Black locust	7.6				Fair				
948	Robinia pseudoacacia	Black locust	12.4				Poor				
949	Robinia pseudoacacia	Black locust	17.1				Fair				
950	Acer platanoides	Norway maple	18.8				Fair				
951	Acer negundo	Box elder	8.1				Poor				
952	Acer negundo	Box elder	8.9				Fair				
953	Acer negundo	Box elder	9.5	8.5	4.5		Fair				
954	Juniperus virginiana	Eastern redcedar	5.4				Poor				
955	Malus pumila	Cultivated apple	7.0				Fair				
956	Acer negundo	Box elder	11.3				Fair				
957	Acer negundo	Box elder	5.9	4.9			Fair				
958	Acer negundo	Box elder	8.1				Very Poor				
959	Acer negundo	Box elder	5.8				Fair				
960	Acer negundo	Box elder	5.8				Fair				
961	Prunus serotina	Black cherry	14.8				Poor				
962	Malus pumila	Cultivated apple	4.0				Poor				
963	Quercus ellipsoidalis	Northern pin oak	5.8				Fair				
964	Acer negundo	Box elder	5.6				Poor				
965	Acer negundo	Box elder	6.3				Fair				
966	Acer negundo	Box elder	8.2				Poor				
967	Acer negundo	Box elder	10.1	4.2

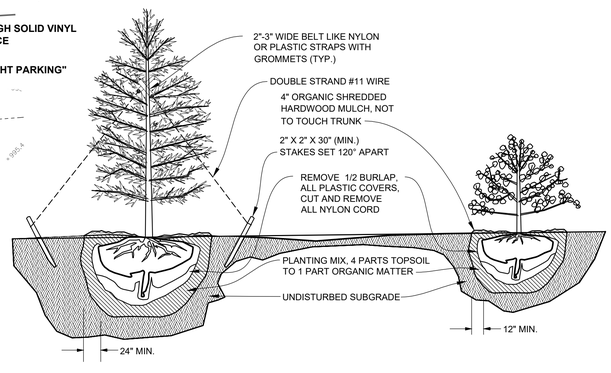


GENERAL LANDSCAPE NOTES:

1. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION SHALL BE ADJUSTED ON SITE IF NECESSARY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
2. ANY SUBSTITUTIONS OF PLANT MATERIAL OR ALTERATION IN PLANT SIZES OR SPECIFICATION TO BE APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL LARGE TREES AND EVERGREENS SHALL BE STAKED, GUYED, AND WRAPPED PER DETAILS SHOWN ON PLAN.
4. ALL PLANT BEDS SHALL BE IRRIGATED.
5. ALL PLANT BEDS SHALL BE DRESSED WITH 4" DEEP ORGANIC SHREDDED HARDWOOD MULCH AND CONTAINED BY A CONTINUOUS ALUMINUM EDGE.
6. ALL DISTURBED AREAS SHALL BE RESTORED WITH LAWN SEED UNLESS OTHERWISE NOTED.
7. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
8. REMOVE ALL TWINE, WIRE, AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS.
9. LAWN TREES SHALL BE MULCHED WITH 4' WIDE MINIMUM OF 4" DEEP ORGANIC SHREDDED HARDWOOD MULCH RING OR ALTERNATE DESIGN AS APPROVED BY OWNER'S REPRESENTATIVE FOR TRUNK PROTECTION.
10. INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
11. PLANT MATERIAL, ESPECIALLY EVERGREENS, SHALL BE PLANTED HIGHER THAN NORMAL WHEN HEAVY SOIL CONDITIONS (CLAY, ETC.) PREVAIL.
12. ALL PLANTING AREAS SHALL BE FREE OF WEEDS, PREPARED WITH APPROPRIATE SOIL MIXTURES, AND FERTILIZED PRIOR TO PLANT INSTALLATION.
13. NO TREES OR EVERGREENS SHALL BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE UTILITY PLAN FOR EXACT LOCATION AND DETAILS.

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS



TREE PLANTING DETAIL
NO SCALE

SHRUB PLANTING DETAIL
NO SCALE

LANDSCAPE CALCULATIONS:

M-24 BUFFER STRIP LANDSCAPING - VILLAGE OF LAKE ORION
4-FT BUFFER AREA REQUIRED BETWEEN PARKING LOT AND SETBACK LINE, AND
36 INCH MASONRY SCREENING WALL, AND
1 DECIDUOUS TREE / 40 FT OF ROAD FRONTAGE REQUIRED
89 FT OF FRONTAGE / 40 FT = 2.23 DECIDUOUS TREES REQUIRED
3 DECIDUOUS TREES PROVIDED

PROTECTIVE SCREENING BETWEEN RESIDENTIAL & NONRESIDENTIAL - VILLAGE OF LAKE ORION
6-FT WIDE GREENBELT WITH UPRIGHT EVERGREEN SHRUBS REQUIRED
6-FT WIDE GREENBELT WITH UPRIGHT EVERGREEN SHRUBS PROVIDED

PARKING LOT LANDSCAPING - VILLAGE OF LAKE ORION
5% > OF VEHICLE USE AREA FOR PARKING LOTS WITH 20+ PARKING SPACES
(29 PARKING SPACES PROVIDED)
VEHICLE USE AREA = 12,512 SFT
5% OF VEHICLE USE AREA = 625.4 SFT LANDSCAPE AREA REQUIRED
626 SFT LANDSCAPE AREA PROVIDED

1 TREE / 150 SFT OF LANDSCAPE AREA
626 SFT LANDSCAPE AREA / 150 SFT = 4.1 TREES REQUIRED
5 TREES PROVIDED

PERIMETER PARKING LOT LANDSCAPING
1 DECIDUOUS SHADE TREE / 30 FT

DETENTION POND - VILLAGE OF LAKE ORION
1 TREE / 50 FT OF POND PERIMETER, AND
1 ORNAMENTAL TREE / 75 FT OF POND PERIMETER
583 FT OF POND PERIMETER / 50 FT = 11.6 TREES REQUIRED
583 FT OF POND PERIMETER / 75 FT = 7.7 ORNAMENTAL TREES REQUIRED
12 TREES PROVIDED
8 ORNAMENTAL TREES PROVIDED

OPEN SPACE - ORION TOWNSHIP
1 TREE / 3,000 SFT OF OPEN-SPACE AREA
(MIXTURE OF EVERGREEN AND DECIDUOUS)
24,136 SFT / 3,000 SFT = 8 TREES REQUIRED
8 TREES PROVIDED

PARKING LOT LANDSCAPING ADJACENT TO ROADS - ORION TOWNSHIP
1 TREE / 30 FT OF ROAD FRONTAGE
256 FT OF FRONTAGE / 30 FT = 8.53 TREES REQUIRED
9 TREES PROVIDED

INTERIOR PARKING LOT LANDSCAPING - ORION TOWNSHIP
20 SFT OF INTERIOR LANDSCAPING / 1 PARKING SPACE REQUIRED
48 PARKING SPACES X 20 SFT = 960 SFT REQUIRED
960 SFT PROVIDED

1 TREE / 200 SFT OF INTERIOR LANDSCAPING REQUIRED
960 SFT / 200 SFT = 4.8 TREES REQUIRED
5 TREES PROVIDED

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2015	Add Street Trees
04/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

LANDSCAPING PLAN OVERALL

CLIENT:
MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RAH	CKS	MAY 2025

SCALE:
1" = 50' HORIZ.
0 25 50 100

Know what's below. Call 72 hours before you dig.

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PROJECT NO.
0361-0078

M:\0361\0361-0078\DWG\CIVIL\SITE PLAN\01_SITE PLAN.DWG
L1 Landscaping--7/14/2025 11:27:14 AM

SHEET NO.
L1

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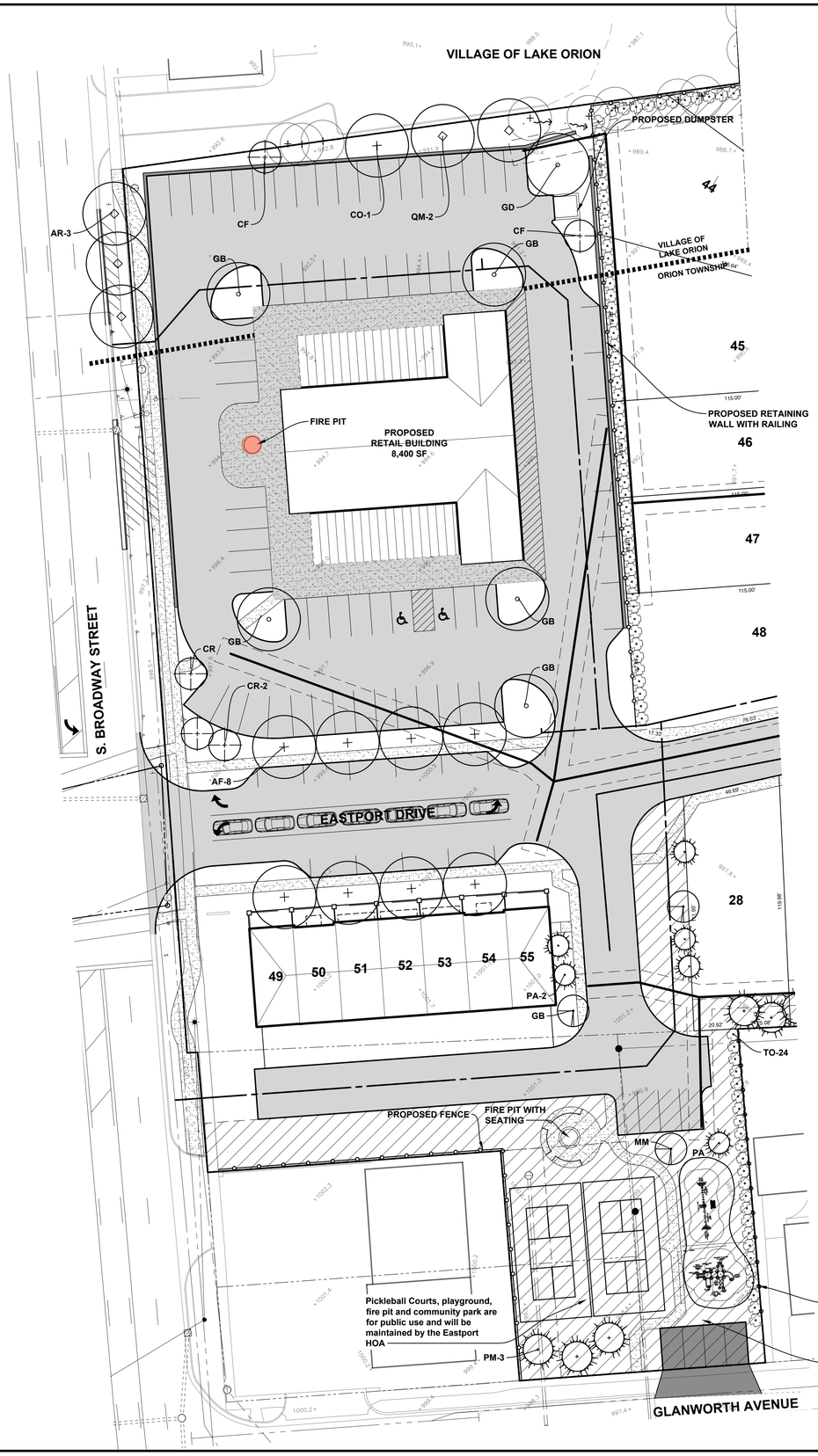
NORTH

W 1"=30' E

S



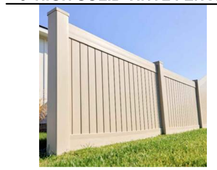
PLANT MATERIAL SCHEDULE:

Qty.	Key	Scientific Name	Common Name	Size	Spacing	Comments
DECIDUOUS SHADE TREES						
8	AF	*Acer freemanii*	Freeman's Maple	2.5" cal.	Match	
3	AR	*Acer rubrum*	Red Maple	2.5" cal.	Match	
1	CO	*Celtis occidentalis*	Hackberry	2.5" cal.	Match	
6	GB	*Ginkgo biloba*	Ginkgo	1.5" cal.	Match	
1	GD	*Gymnocladus dioicus*	Kentucky Coffeetree	2.5" cal.	Match	
-	NS	*Nyssa sylvatica*	Black Gum	2.5" cal.	Match	
2	QM	*Quercus macrocarpa*	Bur Oak	2.5" cal.	Match	
EVERGREEN TREES						
-	CL	*Cupressus leylandii*	Leyland Cypress	6-ft B&B	Match	
3	PA	*Picea abies*	Norway Spruce	6-ft B&B	Match	
3	PM	*Pseudotsuga menziesii*	Douglas Fir	6-ft B&B	Match	
-	PS	*Pinus strobus*	White Pine	6-ft B&B	Match	
-	TC	*Tsuga canadenis*	Eastern Hemlock	6-ft B&B	Match	
ORNAMENTAL TREES						
-	AA	*Amelanchier arborea*	Juneberry	6-ft B&B	Match	Multi-Stem
-	AL	*Amelanchier laevis*	Smooth Shadbush	1.5" cal.	Match	
3	CF	*Cornus florida*	Flowering Dogwood	1.5" cal.	Match	
3	CR	*Cornus 'Rutgan'*	Stellar Pink Dogwood	1.5" cal.	Match	Multi-Stem
1	MM	*Malus*	Crab Apple	1.5" cal.	Match	
SHRUBS, PERENNIALS & GRASSES						
24	TO	*Thuja occidentalis*	Arborvitae	6-ft B&B	36" O.C.	

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS

6' HIGH SOLID VINYL FENCE



ANDERSON, ECKSTEIN AND WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township
Michigan 48315

Phone 586 726 1234
Fax 586 726 8780

www.aewinc.com

ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2025	Add Street Trees
04/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

LANDSCAPING PLAN WEST SIDE

CLIENT:

MOCERI COMPANIES

■ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RAH	CKS	MAY 2025

SCALE:

1" = 30' HORIZ.

0 15 30 60

811 Know what's **below.** Call 72 hours before you dig.

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PROJECT NO.

0361-0078

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L2_Landscape West--7/14/2025 11:27:44 AM

SHEET NO.

L2

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NORTH
W 1"=20' E
S

VILLAGE OF LAKE ORION
PROPOSED FENCE
TO-69
PA-4
CL-2
NS-2
AA-2
GD
DETENTION POND WITH FOUNTAIN
NS
AR
AL-2
PROPOSED RETAINING WALL WITH RAILING
OPEN SPACE AREA
AR-2
C15
C16
C17
C18
C19
C20
C21
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
NS-3
MM
COVE CREST
Proposed 8" Storm Sewer Utility
EASTPORT DRIVE
PAINT CREEK TRAIL
VILLAGE OF LAKE ORION
ORION TOWNSHIP
6' GREENBELT
OPEN SPACE AREA
TC-2
CF-1
MM-2
CF-2
PM-3
PA-2
AA-2
AA-1
PA-5
PA-1
CR-1
CR-2
CF-3
PM-7
TC-6
CL-7
PM-5
PA-7
TC-7
TO-17
CL-3
CL-5
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PLANT MATERIAL SCHEDULE:

Qty.	Key	Scientific Name	Common Name	Size	Spacing	Comments
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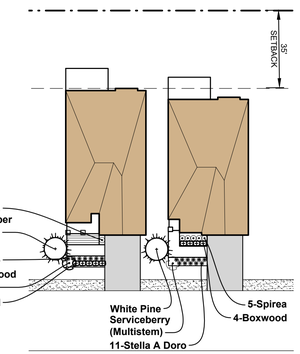
EVERGREEN TREES						
22	CL	*Cupressus leylandii*	Leyland Cypress	6-ft B&B	Match	
25	PA	*Picea abies*	Norway Spruce	6-ft B&B	Match	
22	PM	*Pseudotsuga menziesii*	Douglas Fir	6-ft B&B	Match	
6	PS	*Pinus strobus*	White Pine	6-ft B&B	Match	
26	TC	*Tsuga canadenis*	Eastern Hemlock	6-ft B&B	Match	
-	TD	*Taxodium distichum*	Green Whisper Baldcypress	6-ft B&B	Match	
ORNAMENTAL TREES						
6	AA	*Amelanchier arborea*	Juneberry	6-ft B&B	Match	Multi-Stem
4	AL	*Amelanchier laevis*	Smooth Shadbush	1.5" cal.	Match	
10	CF	*Cornus florida*	Flowering Dogwood	1.5" cal.	Match	Multi-Stem
8	CR	*Cornus 'Rutgan'*	Stellar Pink Dogwood	1.5" cal.	Match	
11	MM	*Malus*	Crab Apple	1.5" cal.	Match	
SHRUBS, PERENNIALS & GRASSES						
76	TO	*Thuja occidentalis*	Arborvitae	6-ft B&B	36" O.C.	

LEGEND

- EXISTING TREES TO REMAIN
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED SHRUBS



TYPICAL UNIT PLANTING DETAIL

NOT TO SCALE

ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township
Michigan 48315
Phone 586 726 1234
Fax 586 726 8780
www.aewinc.com
ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
05/13/2025	Add Street Trees
04/2025	SITE PLAN/CONCEPTUAL PUD PLAN SUBMITTAL

PROJECT NAME:

EASTPORT VILLAGE

SHEET TITLE:

LANDSCAPING PLAN EAST SIDE

CLIENT:
MOCERI COMPANIES

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	CHECKED BY:	DATE:
RAH	CKS	MAY 2025

SCALE:
1" = 30' HORIZ.
0 15 30 60

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PROJECT NO.
0361-0078

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L3_Landscape East--7/14/2025 11:28:37 AM

SHEET NO.
L3

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MCKENNA

September 30, 2025

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: **VLO-25-001 Eastport Village Mixed Use Development – Site Plan Review #1** *(Site Plan Dated July 3, 2025)*

Location: **545 S. Broadway St.** *(East side of S. Broadway St, north of Glanworth Ave.)*
Village of Lake Orion Lots: *Parcel #09-11-278-034 and 09-12-152-001*
Orion Township Lots: *Parcels #09-11-427-016, 09-11-427-017, 09-11-427-004, 09-11-427-006 and 09-11-427-007*

Zoning: **MU – Mixed Use**

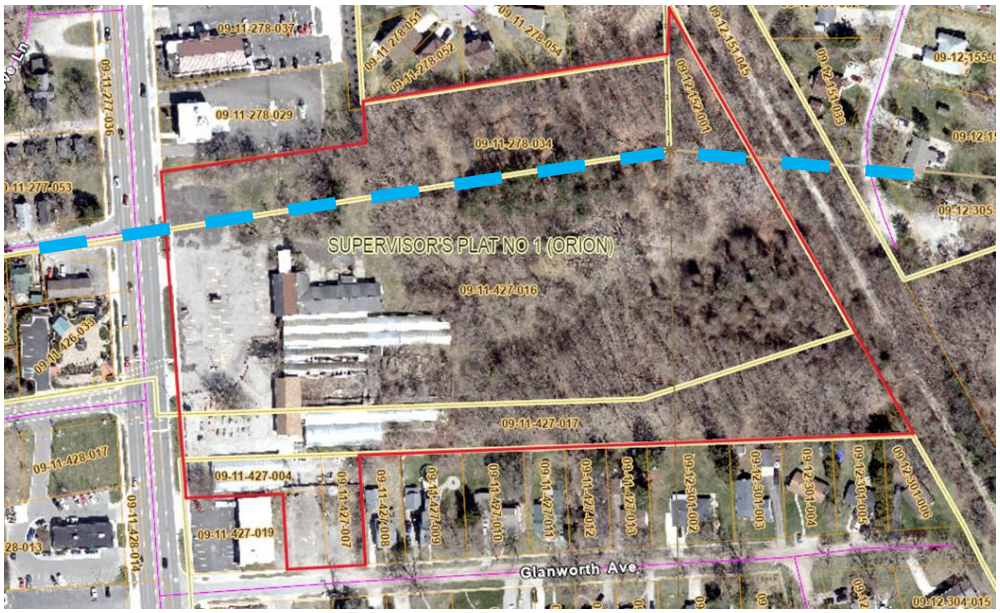
Dear Commissioners:

At the Village's request, we have reviewed the above-referenced site plan application. The applicant is Moceri Lake Orion, LLC. on behalf of the current property owner Jacobsen-Orion Properties, LLC.

EXISTING AND PROPOSED DEVELOPMENT

The site is approximately 11.68 acres in area and is a partially developed site with an undeveloped area currently occupied by woodlands and vegetation. The property spans across multiple parcels, as well as both the Village of Lake Orion and Orion Township. The property line of the subject site is outlined in a red line on the aerial photo included below. The separation of the two municipalities is shown with the blue line on the photo. Majority of the proposed development is located in the Township, with just the northern portion being located in the Village. The site, within the Village, is zoned MU - Mixed Use.

The applicant is proposing to develop a mixed-use PUD consisting of one retail building and 55 residential units, 48 of which are single-family detached units, and seven live/work attached units.



SPECIAL LAND USE REQUIRED

Section 9.02.B.6 allows single family detached dwelling units to be located in the Mixed-Use district after special land use review and approval. Our special land use review

HEADQUARTERS
235 East Main Street
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comments are discussed in a separate letter. The proposed construction requires site plan review and our site plan comments follow.

MIX OF USES AND SITE LOCATION

There are eight residential units located either partially or completely in the Village. While the majority of the lots abut residential properties, two of the units to the west have adjoining property lines with a commercial property, which is a bank.

The commercial portion of the site is outside of the Village boundaries, with the exception of the northern portion of the parking lot, which includes the dumpster enclosure. The commercial use is abutting another commercial property to the north, which is the bank.

SITE PLAN REVIEW COMMENTS

We have reviewed the site plan in accordance with Lake Orion Zoning Ordinance standards and sound planning and zoning principles to provide helpful and constructive feedback on the development of this site. We offer the following comments for your consideration.

A. Use. As outlined above, the proposed use requires special use approval. *Site plan approval should only be granted contingent upon the applicant receiving special land use approval.*

B. Signed and Sealed Plans. While the site plan is signed and sealed by a professional engineer, the architectural plans and survey are not stamped by a licensed architect or a licensed professional surveyor. *All submitted plan sheets must be signed and sealed by the relevant licensed professionals.*

C. Property Description and Cited Parcel Numbers. The legal description on the title page and Sheet 2 of the plan set include Village parcel number 09-11-278-034 which is the northern most lot of the development. However, based on the Oakland County Property Gateway, Village parcel number 09-11-151-045 does not exist. *This number must be removed and parcel number 09-12-152-001 must be added which is the triangular lot located in the northeast corner of the project boundary. We also note that it appears the Orion Township lot at 571 S Lapeer Rd, parcel number 09-11-427-007, is missing and must be added to a revised property description.*

D. Dimensional Standards. The design standards and dimensional requirements applicable to single family residential dwelling units in the MU district in Section 9.03.C(7) of the Zoning Ordinance are as follows:

1) *Single family dwelling units shall have a minimum floor area of 900 square feet (SF).*
The site plan does state a proposed minimum floor area for the single family dwelling units. However, a Typical Cottage Plan on Sheet 3 shows a footprint greater than 2,000 SF to be located on units 1 to 7. A Typical Cape Cod Plan is shown for Unit 44 which is greater than 1,800 SF. We note that the applicant has provided detailed floor plans with a previous submittal. *The applicant must revise the plan to specify the minimum floor area for the units and include floor plans and elevations with a complete site plan set.*

2) *Residential density in areas of the site dedicated solely to residential land uses shall be as permitted in the RM District, based on that area of the site dedicated solely to residential use.*
Per Sec. 5.03.B(1) single family dwellings in the RM district shall have a functional residential density of 6.05 dwelling units per acre. Based on a plan scaled area for the residential land uses of 61,600 SF, the site is proposed to have 5.65 Dus/acre. The site is in compliance with this standard.

E. Site Circulation. The site appears to be generally well laid out to allow for efficient access for passenger vehicles to travel around the property. It appears larger vehicles could navigate the site effectively. A maneuvering plan has been provided showing how large vehicles will navigate into and out of the site.

The plans note that the dead-end road, located south of the attached building structure, is not in compliance with International Fire code 503.2.5. However, to mitigate this, an approved turnaround is provided at the approximate midpoint of the street, as permitted by IFC 104.10. We defer to the Township Fire Marshal to determine an appropriate design.

F. Parking and Loading. Off-street parking and loading requirements are governed by Article 14 of the zoning ordinance. The residential properties require two spaces for each unit, which are provided with the driveways. The commercial parking is dependent on the use of the building, but it is located outside of the Village boundaries.

There are about 29 parking stalls located with the Village portion of the proposed development. The parking spaces located on the site in the Village should be 9 ft by 19 ft in dimension. The proposed spaces are 10 ft by 20 ft, which complies. The maneuvering lane width must be a minimum of 22 ft and the proposed is 26 ft in compliance with the standard.

The loading space is located outside of the Village boundaries.

G. Landscaping and Screening. A landscape plan on Sheet L1 has been provided with the submittal, indicating the type, location, density, and intended function of existing and proposed landscape materials including groundcover, trees, shrubs, ornamentals and other landscape plantings and features.

Sec. 15.02(D) states parking lots and vehicular use areas on a lot that abuts the M-24 right-of-way shall have landscaping installed and maintained between the parking lot or vehicle use area and the right-of-way. The proposed landscaping adjacent to the road is a 6-foot greenbelt with shrubs. There is also a proposed retaining wall with railing. *The height of the wall should be provided*.

The landscape plan also notes the location of a proposed six (6) ft high vinyl fence along the boundary between the commercial uses and residential units 1 and 44 in the Village and units 45 to 48 in the Township. Not enough information has been provided to determine the height of the retaining wall and the fence in relation to the surface grade of the parking lot and the residential units. *A cross-section detail must be provided showing the elevation on either side of the retaining walls, which elevation the fence will be located and the overall heights of the wall and fence.*

H. Dumpster Enclosure. A double dumpster enclosure is proposed on the northeast corner of the proposed retail building on the site, however, dumpster enclosure details are not provided. *Please provide enclosure details for the proposed dumpster.*

I. Lighting. A detailed photometric lighting plan has not been provided with the site plan submittal. *Please provide a photometric plan that includes the location, mounting height and light levels for all existing and proposed light sources. Detailed cut sheets for all fixtures must be provided and the fixtures must be full cut-off, pointed directly downward, and mounted with fixed brackets to ensure fixtures are not capable of being angled after installation. Please ensure the light levels at the driveway approaches are sufficient to clearly illuminate the access points at night.* We note that the applicant has provided photometric plans in the past. These must be included as a part of the complete site plan set and must comply with the above requirements.

J. Signs. The applicant has not submitted signage plans, except for the parking and stop signs. The site plans indicate there is existing signage to remain and be renovated. Any signage proposed within the Village shall be required to apply for a separate sign permit prior to installation and shall be reviewed for compliance with Village Sign Ordinance.

RECOMMENDATION

The development of a partially vacant site will provide new retail and housing options for residents and visitors to the Village. While the site is generally in compliance with ordinance standards, outstanding items need to be addressed. The Planning Commission can request the applicant submit a revised set of plans that addresses the issues identified above. Alternatively, if the Planning Commission feels the site is in substantial compliance with the zoning ordinance, we recommend any approval should only be granted with the following conditions:

1. The project receiving Special Land Use approval.
2. Submittal of a revised complete site plan set that includes:
   - **a.** Revisions to the cited parcels numbers.
   - **b.** Proposed minimum floor area for the single family residential dwellings.
   - **c.** Floor plans and elevations for the single family residential dwellings,
   - **d.** A detailed cross-section of the commercial and residential elevations that includes the proposed retaining wall and screening fence.
   - **e.** A photometric plan that is compliance with the requirements of Paragraph I above. Details of the dumpster enclosure is provided.
3. Any revisions as required by the Village Engineer and Township Fire Marshall.

We look forward to reviewing these findings and recommendations with you. Please feel free to contact us with any questions.

Respectfully submitted,

McKENNA

Mario A. Ortega, AICP
Senior Principal Planner

Sommer Nafal, NCI
Assistant Planner

Village of Lake Orion
EST 1859

COMMISSION ACTION SUMMARY SHEET

MEETING DATE: October 6, 2025

TOPIC: Condominium Conversion Review:
VLO.25.004 – Snug Harbor Orion Multiple Family Project

BACKGROUND BRIEF: On May 6, 2024, the Planning Commission granted the applicant, Moceri Lake Orion, LLC, preliminary site plan approval for the construction of a multiple family structure comprised of two (2) one-story dwelling units and two (2) two-story dwelling units at 160 Heights Road. The building also included two (2) two-car garages and two (2) one-car garages along with rear/waterfront patios and balconies and three (3) docks with capacity for a total of six (6) boat slips. Through the administrative final review process the applicant submitted revised plans and was ultimately granted final site plan/engineering civil construction plan approval in September 2024.

The original review and approval process was for the four (4) unit multiple family structure to be under single ownership and have the units available on a for-lease basis. The developer/applicant has now requested to establish the structure and site as a condominium to allow for the sale of each to individual owners.

Before the Planning Commission tonight is the review of the condominium documents for compliance with the Zoning Ordinance and all other applicable Village ordinances.

SUMMARY OF PREVIOUS COMMISSION ACTION: As noted above, the Planning Commission granted preliminary site plan approval on May 6, 2024 and final site plan/engineering civil construction plan approval was granted in September 2024.

FINANCIAL IMPACT: None.

RECOMMENDED MOTION: It is recommended that any condominium approval granted by the Planning Commission be contingent upon the following:

1. The Master Deed being revised to include the amendment review and approval requirements as noted in the October 1, 2025 McKenna review letter paragraph E.1.a.

2. The condominium documents being revised based on the Engineer's comments and receiving their final review and approval.

2. The condominium documents being revised based on the Fire Marshal's comments and receiving their final review and approval.

MCKENNA

October 1, 2025

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

Subject: **VLO-25-004 Snug Harbor Orion – Condominium Conversion Review** *(Master Deed and Exhibit B Not Dated)*

Location: **160 Heights Rd. – Parcel #09-11-403-006** *(North side of Heights Rd, west of S. Broadway St.)*

Zoning: **MU – Mixed Use**

Dear Commissioners:

At the Village's request, we have reviewed the above-referenced request to establish a condominium at the above noted location. The applicant is Moceri Lake Orion, LLC.

LOCATION AND PREVIOUS APPROVAL

The site is approximately 0.289 acres in area and was previously occupied by the Snug Harbor marina. The site is outlined in yellow on the aerial photo below. On May 6, 2024, the Planning Commission granted preliminary site plan approval for the construction of a multiple family structure comprised of two (2) one-story dwelling units and two (2) two-story dwelling units. The building also included two (2) two-car garages and two (2) one-car garages along with rear/waterfront patios and balconies and three (3) docks with capacity for a total of six (6) boat slips. Through the administrative final review process the applicant submitted revised plans and was ultimately granted final site plan/engineering civil construction plan approval in September 2024.

CONDOMINIUM CONVERSION

The original review and approval process was for the four (4) unit multiple family structure to be under single ownership and have the units available on a for-lease basis. The developer/applicant has now requested to establish the structure and site as a condominium to allow for the sale of each to individual owners.

Per Sec. 19.07.B, approval of the site plan and condominium documents by the Planning Commission shall be required as a condition of right to construct, expand or convert to a condominium project. The applicant is proceeding with the site preparation and

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construction under the original approvals. Per the cited zoning ordinance section, the applicant must receive Planning Commission approval to file condominium documents to convert the development and then offer the units for sale.

CONDOMINIUM DEVELOPMENT REVIEW COMMENTS

We have reviewed the application in accordance with the Lake Orion Zoning Ordinance standards and sound planning and zoning principles to provide helpful and constructive feedback on the use's compliance with required standards. Sec. 19.07 outlines the general requirements and approval process for a condominium project. We offer the following comments for your consideration.

A. Permitted Use in the Zoning District. *Each condominium lot shall be located within a zoning district that permits the proposed use.*

Multiple family dwelling units are a permitted use in the MU district. The establishment of residential condominium units on the site would be located within a zoning district that permits the proposed use. The application is in compliance with this standard.

B. Public Street Access. *Each condominium lot shall front on and have direct access to a paved public street or a private street approved by the Planning Commission.*

The four units each have their own dedicated garages. The garages will front on and have direct access to Heights Road. The conversion of the development to a standard condominium will be in compliance with this standard.

C. Subdivision Requirements. *All condominium subdivision plans shall conform to the plan preparation requirements, design, layout, and improvements standards and all other requirements as established in the Village of Lake Orion Subdivision Regulations.*

This standard requires condominium subdivisions to comply with Village subdivision regulations. This standard does not apply to a standard condominium as the proposed configuration of the units, limited common elements and general common elements is for attached units within a single structure and not detached single family dwellings designed as a subdivision. This standard does not apply to the applicant. *(We note that the Village zoning ordinance is lacking in establishing requirements for design or configuration standards for attached units within a multiple family structure.)*

D. Zoning District Lot Regulations. *Sec. 19.07.A(4) states that for the purposes of this ordinance, each condominium lot shall be considered equivalent to a single lot and shall comply with all regulations of the zoning district in which it is located.*

Similar to the standard above, since this project is four attached units within a single structure, the requirements for condominium lots, found within a condominium subdivision for detached dwellings, do not apply to this project.

E. Consultants Review. *Per Sec. 19.07.C(2), the condominium documents and master deed shall be reviewed by the Village consultants.*

The Master Deed and Exhibit B have been reviewed by the Village consultants with respect to all matters subject to regulation by the Village.

1. **Zoning Ordinance Review.** The Master Deed and Exhibit B are in general compliance with and do not conflict with the standards of the zoning ordinance. However, we note the following:

   a. **Amendments.** Master Deed Article 10 should be revised to include the requirement that any amendment to the Master Deed or Exhibit B shall be administratively reviewed and approved by the Village in order to determine that no amendment shall conflict with applicable Village ordinances and standards. The Village administration shall reserve the right to require review and approval by the Planning Commission should any amendment proposed by the developer and/or the condominium association potentially conflict with previously granted Planning Commission site plan and/or condominium approvals. We recommend any approval granted by the Planning Commission be contingent upon the Master Deed being revised to include the above noted amendment review and approval requirement.

2. **Engineering Review.** The Village engineer has provided a review letter as well as notes on the Master Deed and Exhibit B documents. We recommend that any approval granted by the Planning Commission be contingent upon revisions made based on the Engineer's comments and their final review.

3. **Fire Marshal Review.** The Township Fire Marshal has conducted a review of the documents and provided comments via email. The Fire Marshal concurs with Master Deed comment 3 of the Engineer's September 29, 2025 review letter. He states that the Fire Department recommends that documents mention the fire suppression system and addresses the maintenance of all life safety components. We recommend that any approval granted by the Planning Commission be contingent upon revisions made based on the Fire Marshal's comments and their final review.

RECOMMENDATION

The request to convert the previously approved multiple family residential project to a condominium is in substantial compliance with zoning ordinance standards. If the Planning Commission determines that the application is in compliance with ordinance standards, we recommend any approval be granted with the following conditions:

1. The Master Deed being revised to include the amendment review and approval requirements as noted in Paragraph E.1.a above.
2. The condominium documents being revised based on the Engineer's comments and receiving their final review and approval.
3. The condominium documents being revised based on the Fire Marshal's comments and receiving their final review and approval.

We look forward to reviewing these findings and recommendations with you. Please feel free to contact us with any questions.

Respectfully submitted,

McKENNA

Mario A. Ortega, AICP
Senior Principal Planner

MASTER DEED

SNUG HARBOR ORION CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

This Master Deed ("Master Deed") is made and effective June ___, 2025, by **ORION SNUG HARBOR LLC**, a Michigan domestic limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326.

WITNESSETH:

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article 2 below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Act (as defined herein).

NOW, THEREFORE, upon the recording of this Master Deed, Developer establishes Snug Harbor Orion Condominium under the Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns that is expressly designated as such in writing, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE 1.
TITLE AND NATURE

A. The Condominium shall be known as Snug Harbor Orion Condominium, Oakland County Condominium Subdivision Plan No. _____. The Condominium is established in accordance with the Act and shall contain 4 Units, numbered 1 through 4.

B. The Units contained in the Condominium, including the number, boundaries, dimensions, and volume of each Unit are set forth in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-Owners of the Common Elements of the Condominium and certain

exclusive rights with respect to Limited Common Elements as designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement that is labeled “need not be built” on the Condominium Subdivision Plan.

C. Co-Owners shall automatically have voting rights in Snug Harbor Orion Condominium Association as set forth herein, in the Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE 2.
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land lying within the Village of Lake Orion, Oakland County, Michigan, described as follows:

LOT 22 AND LOT 23, EXCEPT THAT TAKEN FOR ROAD OFF THE SOUTHERLY SIDE, MEASURING 1.0 FEET WIDE ON THE EASTERLY SIDE AND 3.4 FEET ON THE WESTERLY SIDE OF SAID LOT 22, AND 1.0 FEET WIDE ON THE WESTERLY SIDE RUNNING TO THE SOUTHEAST CORNER OF SAID LOT 23, OF "THE CUTCHEON SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 27, PAGE(S) 8 OF PLATS, OAKLAND COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 SAID P0INT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEIGHTS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE NORTH LINE OF HEIGHTS ROAD; (1) SOUTH 63 DEGREES 49 MINUTES 02 SECONDS WEST, 35.57 FEET ; AND SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, 89.67 FEET TO A TRAVERSE POINT "A" FOR THE SOUTHEASTERLY WATERS EDGE OF LAKE ORION; THENCE CONTINUING SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, APPROXIMATELY 8 FEET TO THE WATER'S EDGE OF LAKE ORION; THENCE NORTHEASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 206 FEET TO A POINT ON THE EAST LINE OF LOT 23 AND APPROXIMATELY 6 FEET NORTH OF A TRAVERSE POINT “B”; SAID WATER'S EDGE BEING TRAVERSED BETWEEN POINT “A” AND “B” ALONG THE FOLLOWING THREE (3) COURSES: 1) NORTH 20 DEGREES 16 MINUTES 46 SECONDS EAST, 8.83 FEET; AND (2) NORTH 11 DEGREES 56 MINUTES 11 SECONDS WEST, 68.50 FEET; AND (3) NORTH 31 DEGREES 25 MINUTES 02 SECONDS EAST, 115.31 FEET; THENCE FROM TRAVERSE POINT “B” SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 137.54 FEET ALONG THE EAST LINE OF SAID LOT 23 TO THE POINT OF BEGINNING AND CONTAINING 0.289 ACRE MORE OR LESS.

Tax Parcel No.: 09-11-403-006
Commonly known as: 160 Heights Road, Village of Lake Orion, MI 48362

ARTICLE 3.
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Snug Harbor Orion Condominium

Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

B. "Association" means the Michigan nonprofit corporation, Snug Harbor Orion Condominium Association, of which all Co-Owners shall be members, which Association shall administer, operate, manage, and maintain the Condominium as provided herein. The Association shall administer, operate, manage, and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors, unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

C. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Condominium Bylaws (defined below) of Snug Harbor Orion Homeowners Association pertaining to the operation of the Association as a Michigan nonprofit corporation.

D. "Common Elements" means the portions of the Condominium other than the Units as depicted on the Plan attached as **Exhibit B**, and does not refer to Units or improvements located within Units unless otherwise set forth in the Master Deed. Common Elements consist of two types, Limited and General, as defined herein and as designated on **Exhibit B**.

E. "Condominium" means “Snug Harbor Orion Condominium” as a condominium established pursuant to the provisions of the Act, and includes the land, building, and all improvements and structures thereon, and all easements, rights, and appurtenances included within the Condominium.

F. "Condominium Bylaws" means **Exhibit A** attached to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, as well as those provisions constituting the Association Bylaws defined above.

G. "Condominium Documents" means this Master Deed and the Exhibits hereto and the Articles of Incorporation and corporate bylaws of the Association.

H. "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements and easements.

I. "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B** hereto and, more precisely, consists of the space between the inner sides of the studs of the outer and demising walls of each Unit, above the subfloor and below the underside of the drywall or other ceiling material hung from the floor/ceiling assembly.

J. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term Co-Owner includes land contract vendees of Units. Developer is a Co-Owner so long as Developer owns one (1) or more Units.

K. "Developer" means Snug Harbor Orion LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns that it expressly designates as such in writing. All development rights reserved to Developer in the Condominium Documents are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Condominium Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

L. "Development Rights" means Developer's rights to develop the Condominium as distinguished from Developer's rights as a Co-Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights (i) arising from the Act, the Condominium Documents, or any other source to develop, expand and/or convert the Condominium, (iii) all rights to maintain offices and signs on the Condominium premises, (iv) all easements, and similar rights to use the Condominium for purposes related to its development and (v) all rights to amend the Condominium Documents.

M. "Easements" means all easements granted, reserved, provided for, declared, or created pursuant to or in accordance with the terms and provisions of this Master Deed.

N. "General Common Elements" means a portion of the Common Elements other than the Limited Common Elements as depicted on the Plan attached as **Exhibit B**.

O. "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of fewer than all of the Co-Owners as depicted on the Plan and/or as described herein, subject to the easements established by Article 7 of this Master Deed.

P. "Master Deed" means this document to which the Bylaws and the Plan are attached as Exhibits.

Q. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

R. "Parking Garages" means the enclosed spaces within the Condominium designated for parking vehicles, which are identified in **Exhibit B**, and which are included within Units.

S. "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

T. "Person" means an individual, firm, corporation, partnership, association, limited liability company or trust, the state or an agency of the state, other legal entity, or any combination thereof.

U. "Plan" means Condominium Subdivision Plan as defined above.

V. “Residence” means the residential dwelling and its appurtenances constructed within the confine of each Unit.

W. "Sales Period" means the period commencing with the recording of this Master Deed and continuing until the date that is one (1) year following the sale of the last Unit in the Condominium by the Developer, or the time at which the Developer no longer offers a Unit in the Condominium for sale, whichever happens sooner.

X. "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the sanitary sewer system in the Condominium and any related appurtenances, in any size, form, shape or capacity.

Y. "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer System Easement, the Village, and the Village's successors, assigns, and transferees.

Z. "Telecommunications System" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), or any combination thereof, installed by or on behalf of Developer or pursuant to any grant of easement, or authority by Developer within the Condominium and serving more than one Unit.

AA. "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer:

BB. “Village” means the Village of Lake Orion, Michigan.

CC. “Water Supply System Easement” means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape, or capacity.

DD. “Water Supply System Easement Grantee” means, with respect to the grant of the Water Supply System Easement, the Village, and the Village’s successors, assigns, and transferees.

ARTICLE 4.
COMMON ELEMENTS AND RESPONSIBILITIES

The Common Elements of the Condominium described in **Exhibit B** attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 1. **General Common Elements**. The General Common Elements are:

A. The land described in Article 2, all structural components of the Condominium building and other areas of the Condominium depicted as General Common Elements in the Plan attached hereto as **Exhibit B**, including, but not limited to, roof, foundations, supporting columns, Unit perimeter walls, up to and including the wall studs, floor/ceiling assemblies, including any column contained within any interior walls of a Unit, and all landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or Units.

B. The electrical, gas, water lines up to the point where a water line services only one Unit, sanitary sewer system to the point of connection with facilities serving individual Units, including above and below ground systems and all sanitary plumbing stacks or lines from their point of connection to sinks and toilets within a Unit, throughout the Condominium (up to the point of lateral connection for service of a single Unit), and Telecommunications System, if any, throughout the Condominium, including that portion contained in the Unit walls up to the point of connection with outlets within the perimeter walls of a Unit. Some or all of the utility lines, systems, and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Accordingly, such utility lines, systems, and mains shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

C. Exterior Lighting. The exterior lighting throughout the Condominium, including all lighting fixtures and related equipment.

D. All easements that are appurtenant and benefit the Condominium pursuant to established easement agreements, declarations, reciprocal or otherwise, are General Common Elements, unless provided for otherwise therein.

E. If any meter, appliance, or fixture services the Condominium as a whole and not solely a single Unit, then such meter, appliance, or fixture shall be a General Common Element.

F. Such other elements of the Condominium not herein designated as Limited Common Elements and not within the boundaries of a Unit and which are intended for common use are necessary for the existence, upkeep, and safety of the Condominium.

Section 2. **Limited Common Elements**. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner or Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

A. Outside porches and/or patios, as the case may be, excluding structural components and framing thereof.

B. The window glass and window frames and the glass and frames of glass sliding doors, which are located at or on the perimeter of a Unit.

C. Driveway approaches that may be located outside of the Unit's boundaries they serve are Limited Common elements appurtenant to the Unit they serve.

D. Garage Area of a Residence intended for the use of the Unit Owner.

E. Unit 4's Deck Area, as depicted in Exhibit B, near the shoreline of Lake Orion.

F. Each furnace located within a Unit and the entire heating, ventilation, and air conditioning systems and their component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-Owner of the Unit served by the system. Each air conditioning compressor and its pad, related cables, and other components are restricted in use to the Co-Owner of the Unit of such air conditioning compressor services.

G. Any other amenity or appurtenance, if any, outside of a Unit that is identified as a Limited Common Element on the Condominium Subdivision Plan attached as **Exhibit B**, unless otherwise described in this Master Deed.

Section 3. **Association Responsibilities**. The responsibility for the full cost of maintenance, decoration, repair, and replacement of the General Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and such costs shall be assessed to the Co-Owners in proportion to their respective Percentages of Value as provided in the Condominium Documents.

A. The Association shall maintain, repair, and replace the General Common Elements of the Condominium in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, and the provisions of the Condominium Documents and in a manner consistent with the standards of other first-class residential developments of comparable size in the Orion, Michigan area. The Association may retain the services of a property management company to supervise, operate, manage, repair, replace, and maintain the Common Elements.

B. The Association shall procure insurance as provided in the Bylaws. In the event of an insured casualty, the Association shall restore improvements to the extent of the insurance provided for such improvements as provided in the Bylaws.

C. The Association shall have the right to temporarily prevent access to any of the Common Elements for a reasonable period of time for repairs, maintenance, or replacement of the Common Elements, or as may be legally necessary, in the opinion of the Association's legal counsel, to prevent the acquisition of prescriptive rights by anyone. In no event shall access to a Unit be prevented, unless (and only to the extent) mandated by an emergency situation.

D. The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned Percentage of Value appertaining to each Unit as provided in Section 69(3) of the Act.

E. The Association shall have specific responsibility to decorate, maintain, repair, and replace the following items, and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-Owner in an outdoor living area) in accordance with the Bylaws, including lawn mowing, edging, seasonal cleanup, mulching, fertilization, pest control, and weed control.

(2) All sidewalks, retaining walls, and boundary fences, if any, within the boundaries of the Condominium.

(3) Snow removal from the driveways and any sidewalks. The Condominium has no roads but has ingress and egress by means of driveways adjacent to Heights Road.

(4) The structural components of the Condominium building, the exterior façade, and siding, including garage doors, roof decking, shingles, flashing and venting, downspouts, and trim of the building, railings, the foundation and basement walls, patio/porch supports, and the concrete pads upon which air-conditioning compressors are situated, if any.

(5) The mailboxes and/or mailbox stands, as the case may be, if any, assigned to each Unit shall initially be installed by the Developer and may not be changed without prior written approval of the Developer before the Transitional Control Date and thereafter by the Association; provided that no change shall be made to any mailbox or mailbox stand in the absence of such approval as may be required by the United States Postal Service.

(6) Exterior lights, including ground lights along the exterior walkways and other on-site lighting, including light bulbs, ballasts, and low-voltage transformers.

(7) Electricity, gas, water, sanitary sewer, and telecommunication services used in the operation of the Condominium building and land as a whole.

(8) Electric, gas, water, plumbing, and telecommunication lines and equipment up to the point of connection with individual Units.

(9) Management charges assessed by governmental authority against the Condominium land and building, if any, unless such charges are contained in Unit water bills or otherwise charged against individual Units, in which case the charge shall be paid by each Co-Owner.

(10) The area located between the driveways for Unit 3 and Unit 4.

(11) All other items identified above in Section 1 of this Article 4 as General Common Elements.

F. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by a management company hired by the Association.

G. Any other unusual common expenses benefiting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

H. Utility companies and governmental units furnishing services such as water, electricity, gas, oil, telephone, internet, cable television, or services upon the sanitary waste system shall have access to the Common Elements and the Units as may be reasonably necessary for the installation, repair, or maintenance of such services. Any costs, including damage to any Common Element, incurred in the installation, repair, or maintenance of the portion of utility systems or driveways designated as Limited Common Elements shall be the responsibility of the Co-owner(s) of the Unit(s) to which said Limited Common Elements are appurtenant.

Notwithstanding the foregoing and notwithstanding the provisions of Section 4 below, in the case of a major fire and other casualty covered by the Association's insurance for which the Association is responsible as described in Article 5 of the Bylaws, the Association shall be responsible for the restoration.

Section 4. **Co-Owner Responsibilities**. Each Co-Owner of a Unit shall have the responsibility to decorate, maintain, repair, and replace the following items:

A. All appliances within a Unit and supporting hardware, including, but not limited to, furnaces, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, humidifiers, air cleaners, air conditioners, thermostats, alarm systems, the intercom equipment within a Unit, if any (whether located within or outside of a Unit).

B. The Unit entry doors, windows, door-wall frames and glass, screens, and related hardware within or leading to the individual Unit or to an appurtenant outdoor living area, and all drywall attached to vertical wall studs of the Unit’s perimeter walls, all interior walls and doorways, drop ceilings, and floor coverings.

C. All electrical fixtures or appliances within an individual Unit, including, but not limited to, lighting fixtures, switches, outlets, antenna outlets, circuit breakers, and the wiring from the circuit breaker to the Unit’s electrical outlets.

D. Any electrical outlets connected to an individual Unit's electrical meter located on the exterior of the Unit, including, without limitation, any outlets in the outdoor living areas.

E. All plumbing fixtures, including shut-off valves, rings, traps, and washers, located within a Co-Owner's Unit.

F. All cabinets, counters, interior doors, closet doors, vanities, sinks and related hardware, all tile and/or wood floors or walks, and walls.

G. All improvements or decorations, including, but not limited to, paint, wallpaper, wood floors, carpeting, carpet pads, trim, and millwork.

H. Individual Unit water and sanitary drain lines located within Unit perimeter walls, excluding vertical plumbing stacks servicing more than one (1) Unit.

I. The interior of a Parking Garage shall be maintained by the Co-Owner of the Unit to which the garage has been designated. The Parking Garage's floor shall be maintained, repaired, or replaced by the Co-Owner of the Unit to which the garage has been designated.

J. The repair and/or replacement of the driveway shall be the responsibility of the Co-Owner whose Unit is served by the driveway.

K. The exterior patio and porches of a Unit are to be kept in a clean manner, free of debris. The Co-Owner of Unit 4 shall maintain the Deck Area.

L. All other items not specifically enumerated above but which are located within an individual Unit's perimeter walls.

M. Co-Owner's may renovate their Unit provided the proposed renovations do not in any way affect the Common Elements, weight-bearing walls, mechanical systems, utility services, easements, exterior walls, or structural integrity of the Condominium and they submit to Developer or the Association's Board of Directors, as the case maybe, Co-Owner's renovation plans for written approval. A Co-Owner is responsible for all expenses incurred in renovating a Unit, including the Association's expenses incurred by its review, construction costs, building permits, and amending the Condominium Documents, if necessary. All Co-Owner renovations and other improvements shall be conducted in accordance with the Bylaws and the Rules and Regulations of the Condominium.

N. The costs of decorating, maintaining, repairing, or replacing all of the interior surfaces designated as Limited Common Elements in Article 4, Section 4, shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant. In the event a Co-Owner does not maintain its Limited Common Elements for which it is responsible to maintain or decorate in a manner which is aesthetically acceptable and in accordance with the maintenance standards of the Association, the Association has the right to take action it deems necessary to bring such Limited Common Elements to the standard of the Condominium and to charge all costs incurred to the Co-Owner responsible for maintenance and decoration.

O. Notwithstanding anything herein to the contrary, the costs of repair and replacement of any drywall damaged from the inside of a Unit as a result of impact or penetration resulting from occurrences within a Unit shall be borne by the Co-Owner of that Unit.

P. Each Co-Owner shall bear the cost of water, sanitary sewer, electricity, gas, telecommunications services, and all real estate taxes and special assessments assessed against a Co-Owner's Unit.

Section 5. **Appearance of Building Exterior**. The exteriors of each Unit in the Condominium will be maintained and kept in good order by the Association. The Association may designate one or more persons to act as an Architectural Control Committee, which shall

have the right to grant or withhold consents and promote a sightly appearance of the Condominium.

ARTICLE 5.
USE OF UNITS AND COMMON ELEMENTS

Every Co-Owner and, as applicable, its guests, invitees, and tenants, shall use its Unit and the Common Elements in any manner consistent with the purpose of the Condominium, Master Deed, Bylaws, Rules and Regulations adopted from time to time pursuant to the Bylaws, zoning and other ordinance of the Village, State and Federal laws and regulations, or in any manner which interferes with or impair the rights of any other Co-Owner(s) in the use and enjoyment of their Unit and Common Elements

ARTICLE 6.
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of four (4) residential Units. Each Unit is delineated on the Condominium Subdivision Plan with heavy outlines and is otherwise described in the Definitions of this Master Deed. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of the Association. The Percentage of Value shall also be determinative of the portion of each Co-Owner's vote at meetings of the Association and the undivided interest of the Co-Owner in the Common Elements. Each Co-Owner's Unit's Percentage of Value shall be equal to that of each other Co-Owner, subject to the following. Units may be combined (subject to the limitations on alterations and modifications of Units in the Condominium Documents), but shall not be subdivided. Upon any combination of two (2) or more Units, the resulting Unit shall have a Percentage of Value which is the sum of the Percentages of Value of the original Units.

ARTICLE 7.
EASEMENTS, RESTRICTIONS, AND AGREEMENTS

The Condominium is subject to the following easements, restrictions, and agreements:

A. **Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Village, Oakland County and all utility companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all roads, walks, boardwalks and utility lines in the Condominium, including, without limitation, the Telecommunications System, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Condominium (including Mortgagees of any Unit). These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.**

B. Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in,

over, under and through the Common Elements of the Condominium, as shown on the Condominium Subdivision Plan. To the extent necessary the Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the Water Supply System Easement to any other governmental unit. Developer and Co-Owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-Owners shall not build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared. The Water Supply System Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-Owners and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water Supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-Owners covenant not to sue the Water Supply System Easement.

C. Developer hereby reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in, over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan to the extent located in the Condominium. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Co-Owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Co-Owners shall not build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer Easement herein reserved and declared. The Sanitary Sewer System Easement Grantee shall have the right of entry on, and to gain access to, the Sanitary Sewer System Easement and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees, release the Sanitary Sewer System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the sanitary sewer system or otherwise arising from or incident to the exercise by the Sanitary Sewer System Easement Grantee of its rights under the Sanitary Sewer System Easement, and all Co-Owners covenant not to sue the Sanitary Sewer System Easement Grantee for any such damages.

The rights granted to the Water Supply System Easement Grantee and the Sanitary Sewer System Easement Grantee under this Article 7, Sections A, B, and C above may not be amended without the express written consent of the Water Supply System Easement Grantee, with respect to the Water Supply System Easement, and without the express written consent of the Sanitary Sewer System Easement Grantee, with respect to the Sanitary Sewer System Easement. Any purported amendment or modification of the rights granted under this section shall be void and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee or the Sanitary Sewer System Easement Grantee, as the case may be.

D. Developer reserves the right and power to enter into agreements concerning, grant easements over, or dedicate, portions of any of the General Common Elements as may be necessary or desirable: (i) to meet governmental requirements, (ii) in furtherance of the coordinated maintenance and operation of the entire development within which the Condominium is located, (iii) for utility, drainage, conservation, street, safety or construction purposes, (iv) for road and road rights of way purposes, (v) for any purposes consistent with the development of the Condominium or of benefit to the Condominium or its Co-Owners in the judgment of the Developer, and (vi) for the establishment of a Telecommunications System, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such agreements, easements and dedications. Developer shall have the right, but not the obligation, to convey, transfer, sell, lease, or assign all or any portion of the Telecommunications Systems (if any) located within the Condominium, or all or any portion of the rights, duties, or obligations thereto to the Association or any other person or entity.

E. 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, reconstruction, or repair, reciprocal easements shall automatically exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees shall be deemed to have consented to such easements. There shall be permanent, nonexclusive easements to, through, and over those portions of the land, structures, buildings, improvements, and walls contained therein for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, the Telecommunications System, and telephone and cable television lines. There shall exist easements of support with respect to any Unit interiors that support a Common Element.

F. The Developer, the Association and all public and private utility companies shall have such easements over, under, across, and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market, and operate any Units within the land described in Article 2 hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

G. An easement shall exist for the benefit of the Co-Owners, the Village, any emergency service agency, and other governmental units, over the roads and land described in Article 2 in the Condominium for use by the Village, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services, and all other lawful governmental and private emergency services to the Condominium and all Co-Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

H. Easements for the construction, installation, and maintenance of public utilities and for drainage facilities are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Village or governmental agency with control thereof, no structure, planting, or other material shall be placed or permitted

to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others.

I. A Co-Owner shall be prohibited from transferring the Parking Garage designated to its Unit to another Unit or a third party that does not own a Unit in the Condominium.

ARTICLE 8.
CONVERTIBLE AREAS

Section 1. **Convertible Areas**. The General Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted, combined, and created. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording the original Master Deed, to modify the number, type, size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements thereof. The maximum number of Units in the Condominium may not exceed 4 Units.

Section 2. **Amendment of Master Deed**. All modifications to the Condominium resulting from or allowed by this Article shall be made by the Developer through amendment(s) to this Master Deed, which amendments may include unilateral adjustments by the Developer in formulas used to determine percentages of value within the Condominium to reflect such changes in the overall makeup of the Unit mix. Any such amendment(s) shall be made solely by the Developer without the necessity of the consent of or execution by any other person now or hereafter interested in the Condominium, whether as owner, mortgagee, or otherwise. All of the Co-owners and mortgagees of Units and other persons interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed as may be necessary to effectuate the foregoing. All such interested persons irrevocably appoint the Developer or its successors or assigns as agent or attorney for the purpose of the execution of such amendment(s). Any amendment to the Master Deed that alters the number or type of Units in the Condominium shall, if necessary, readjust the existing percentages of value of Units and the formulas used to determine them, to preserve a total value of one hundred (100%) percent for the entire Condominium.

ARTICLE 9
CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract**. The Condominium is a “Contractible Condominium” under the Condominium Act. The Developer reserves the right, but not an obligation, to contract the Condominium to as few as two (2) Units. There are no restrictions or limitations on the Developer's right to contract the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the

Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units that the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney for the purpose of executing such amendment or amendments and all other documents necessary to effectuate the foregoing. Such amendment or amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits.

Section 2. **Recording of Amendment**. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, and not later than one (1) year after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

Section 3. **Timeframe in which to Contract**. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of the original Master Deed.

Section 4. **Adjustment to Percentages of Value**. Any amendment to the Master Deed which alters the number of Units in the Condominium shall, if necessary, proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article 6 of this Master Deed, as amended from time to time.

ARTICLE 10.
AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

Section 1. **Amendments**. Subject to the limitations herein stated, amendments may be made by the Developer or, after the Transitional Control Date, by the Association.

Section 2. **Co-Owner and Mortgagee Consents**. If the amendment will materially change the rights of the Co-Owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of all Co-Owners entitled to vote as of the record date of such vote and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). An amendment that does not materially change the rights of a Mortgagee includes, but is not limited to, any amendment to the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of the Unit affected by the amendment. With regard to those amendments on which a Mortgagee is entitled to vote, a Mortgagee shall have one vote for each mortgage held. Determination of when a Mortgagee is entitled to vote on an amendment and the procedure for obtaining Mortgagee votes shall be governed by Sections 90(2) and 90a of the Act.

Section 3. **By Developer**. Notwithstanding Section 2 above, but subject to the limitation of Section 4 below, during the Sales Period, Developer reserves the right to amend

this Master Deed or any of its Exhibits for any of the following purposes without the consent of the Co-Owners or Mortgagees:

A. To modify the dimensions and boundaries of Units owned by Developer and the Limited Common Elements adjoining or appurtenant to unsold Units or to combine Units;

B. To modify the dimensions and boundaries of Units in order to enclose building structures or improvements which were intended to be within the Units;

C. To amend the Bylaws, subject to any restrictions or amendments stated in this Master Deed or the Bylaws;

D. To correct arithmetic errors, typographical errors, survey errors, or any other errors in the Master Deed, Plan or Bylaws;

E. To change or modify the improvements located in the Condominium;

F. To clarify or explain the provisions of the Master Deed or its Exhibits;

G. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

H. To locate, relocate, reconfigure and/or assign to a Co-Owner the Parking Garages, subject only to the consent of the Co-Owners having the use thereof;

I. To make, define or limit easements affecting the Condominium subject to the limitations and restrictions set forth in this Master Deed;

J. To record an "as-built" Plan showing buildings and/or improvements within the Condominium, if it is deemed desirable to do so;

K. To change a Unit's Percentage of Value, if necessary, in order to conform to the method and formula for determining Percentage of Value as stated in Article 6 above;

L. To revise the Plan, as necessary, to conform with any construction plans revising the existing configuration of the Condominium for purposes which may include combining two (2) Units which are horizontally adjacent to one another into one (1) Unit, if approved by Developer or the Association, as the case may be.

M. To expand the Condominium and to redefine Common Elements and adjust Percentage of Value in connection therewith and to make any other amendments expressly permitted by the Master Deed; and

N. To make any other amendments expressly permitted by this Master Deed or the Bylaws.

The foregoing provisions do not impose upon Developer or the Association any obligation to make such amendments.

Section 4. Notwithstanding any other provision of this Article 10, the method and formula used to determine the Percentage of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-Owner and Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements, if any, may not be modified without the Co-Owner's consent and the consent of any Mortgagee of the Unit. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer so long as the Developer owns any Units in the Condominium. Neither the Association nor Developer may make any amendment at any time which materially diminishes the rights of any Co-Owner or which materially increases the obligations of any Co-Owner without the Co-Owner's prior written consent. Co-Owners acknowledge and agree, by acceptance of a deed to a Unit, that amendments made to modify any part of the improvements proposed to be constructed in Snug Harbor Orion Condominium do not constitute a material change to any Co-Owner.

Section 5. Notwithstanding Section 2, but subject to the limitations set forth in Section 4 of this Article 10, Developer expressly reserves the right to amend this Master Deed and its Exhibits for the purpose of complying with any Village requirements or satisfying any Village requests to amend the Condominium Documents. The consent of any Co-Owner shall not be required to make such amendments and all of the Co-Owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and its Exhibits to effectuate the Village's request or requirement. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to make such amendments. These provisions give notice to all Co-Owners, Mortgagees, and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE 11.
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, including Development Rights, or by law, and the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity which succeeds to Ownership of Developer's unsold Units or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

(Signature on Following Page)

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

Snug Harbor Orion LLC, a Michigan limited liability company

By: _____
Dominic F. Moceri
Its: Authorized Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me June ___, 2025, by Dominic F. Moceri, Authorized Manager of Snug Harbor Orion LLC, a Michigan limited liability company, on behalf of said company.

_____
Print Name:_____
Notary Public, State of _____
_____Co. | Comm. Exp.:_____
Acting in _____ County

Drafted by and when recorded return to:
John J. Premo, Esq.
Kickham Hanley PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, Michigan 48073
248-544-1500

EXHIBIT A

Condominium Bylaws

EXHIBIT A TO MASTER DEED
CONDOMINIUM BYLAWS
SNUG HARBOR ORION CONDOMINIUM

ARTICLE 1.
ASSOCIATION OF CO-OWNERS

Section 1.01. **The Association**. Snug Harbor Orion Condominium, a residential Condominium located in the Village of Lake Orion, Oakland County, Michigan, shall be administered by an association of Co-Owners, which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation, duly adopted rules and regulations of the Association (sometimes collectively referred to herein as the “Condominium Documents”), and the laws of the State of Michigan. All Co-Owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.02. **Purpose of Bylaws**. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-Owners of the Units shall be administered, as required by the Act, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

ARTICLE 2.
ASSESSMENTS

Section 2.01. **Taxes and Assessments; Expenses of Administration**. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based on such tangible personal property shall be treated as expenses of administration. Governmental special assessments and property taxes shall be assessed against the individual Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part of the Condominium. Governmental special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments shall comply with applicable provisions of the Act.

Section 2.02. **Expenses and Receipts of Administration**. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act,

except as modified by the specific assignment of responsibilities for costs contained in Article 4 of the Master Deed.

Section 2.03. **Determination of Assessment**. Assessments shall be determined in accordance with the following provisions:

A. **Annual Budget**. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacements of those Common Elements that must be replaced on a periodic basis and those items for which the Association is assigned responsibility under Article 4 of the Master Deed, in accordance with Subsection D below. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Co-Owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-Owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. **Additional Assessments**. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; or (iii) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-Owner consent, to levy assessments pursuant to the provisions of Article 5 of these Bylaws. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-Owners and shall not be enforceable by any creditors of the Association or the Co-Owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

C. **Special Assessments**. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-Owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) assessments to provide additions to the Common Elements; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Co-Owners in good standing and entitled to vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-Owners and shall not be enforceable by any creditors of the Association

or the Co-Owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

D. **Reserve Fund**. The Board of Directors shall maintain a reserve fund for repairs and replacements of those Common Elements that must be replaced on a periodic basis and those items for which the Association is assigned responsibility under Article 4, Section 3 of the Master Deed, which reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the Association's annual budget (not including expenditures from, or payments to, the reserves). The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

Section 2.04. **Payment of Assessments and Penalty for Default**. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-Owners in twelve (12) equal monthly or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid ten (10) days after the due date, shall incur a uniform late charge of Twenty-five and no/100 Dollars ($25.00), to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges from time to time and may levy additional late fees for special and additional assessments, without the necessity of amending these Bylaws. Each Co-Owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-Owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, and late fees on such installments; and third, to installments in default in order of their due dates. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

Section 2.05. **Waiver of Use or Abandonment of Unit**. No Co-Owner may exempt himself from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

Section 2.06. **Enforcement**.

A. **Statutory Lien**. Sums assessed to a Co-Owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units owned by the Co-Owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided herein, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-Owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-Owner but which became due while the Co-Owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-Owners as hereinafter provided.

B. **Remedies**. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-Owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-Owner. A Co-Owner in default shall not be qualified to run for or function as an officer or Director of the Association and shall not be entitled to vote so long as such default continues. The Association may also discontinue the furnishing of any services to a Co-Owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner or any persons claiming under them, and if the Unit is not occupied by the Co-Owner, to lease the Unit and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments in accordance with these Bylaws. All remedies shall be cumulative and not alternative.

C. **Foreclosure of Lien**. Each Co-Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs, and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 2.06 and that they voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the

Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. **Notice of Action**. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees, and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

E. **Expenses of Collection**. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on their Unit.

Section 2.07. **Liability of Mortgagee**. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit, or its successors and assigns, which obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity (the date of the foreclosure sale), except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 2.08. **Assessment Status upon Sale of Unit**. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs, and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the

Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs, and attorneys' fees incurred in connection with the collection of such assessments.

Section 2.09. **Developer's Liability for Assessments**. Notwithstanding any other provision of the Condominium Documents, during the Development and Sales Period the Developer shall not be liable for payment of any assessments, general, additional, or special, levied by the Association except with respect to Unit(s) owned by the Developer and which are occupied by a tenant or other occupant for use as a residential dwelling ("Completed Units"). "Completed Units" shall mean Unit(s) with respect to which a Certificate of Occupancy for the Residence to be constructed upon the Unit has been issued by the local building department. The Developer, however, shall pay for actual expenses attributable directly to the Developer's incomplete Units, if any. Expenses of administration directly benefiting Developer's incomplete or never occupied Units shall be prorated by dividing the number of Developer's incomplete Units by the total number of Units in the Condominium to determine the Developer's attributable expense liability. The Association shall invoice the Developer for such expenses every ninety (90) days. Unpaid expenses shall not be subject to the Association's lien remedies. In no event shall the Developer be responsible for payment of any assessment, or be responsible for reimbursement of Association costs relating to funding of the reserve account, purchase of a Unit from the Developer, to fund or contribute to any litigation, or investigation costs related thereto by the Association, or for repairs and maintenance to individual Units sold to Co-Owners other than the Developer or the General Common Elements not utilized by the Developer.

Section 2.10. **Construction Liens**. Construction liens attaching to any portion of the Condominium shall be subject to the following limitations and Section 132 of the Act:

A. Except as provided herein, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-Owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE 3.
ARBITRATION

Section 3.01. **Arbitration**. Subject to Section 3.05 of this Article, disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or grievances arising among or between Co-Owners, or between a Co-Owner or Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act and parties thereto shall accept the arbitrator's decision as final and

binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time-to-time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to this Section shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 3.02. **Right to Judicial Action**. In the absence of the election and written consent of the parties pursuant to Section 3.01, above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

Section 3.03. **Effect of Election to Arbitrate**. Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 3.04. **Mediation.** Regardless of the other remedies available under these Bylaws or the Act, the parties to any dispute shall have the ability to agree to mediate any disputes. In instances involving a dispute between two or more Co-Owners that has been presented to the Association, the Association may compel the disputing Co-Owners to first attempt to mediate the dispute before considering any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-Owners. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

Section 3.05. **Statutory Arbitration Rights between Co-Owners and Developer.** By purchase of a Unit, Co-Owners agree as follows:

A. At the exclusive option of a Co-Owner, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, involves an amount less than $2,500.00, and arises out of or relates to a purchase agreement, Unit, or the Condominium.

B. At the exclusive option of the Association, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, arises out of or relates to the Common Elements, and involves an amount of $10,000.00 or less.

C. With respect to all arbitration under this Article, (i) judgment of the Circuit Court of the State of Michigan for the jurisdiction in which the Condominium is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration, and (iii) the agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

Section 3.06. **Approval of Civil Actions.** Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws, the Association may assert, defend, or settle claims on behalf of all Co-Owners in connection with the Common Elements. The commencement of any civil action or arbitration (other than one to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of the Co-Owners and shall be governed by the requirements of this Section. The requirements of this Section will ensure that Co-

Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

A. **Board of Directors' Recommendation to Co-Owners**. The Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

B. **Litigation Evaluation Meeting**. If an attorney is to be engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The notice requirements for a regular meeting of the Association shall apply. The Board of Directors shall provide to all Co-Owners in advance of such meeting all necessary information related to the proposed civil action so as to allow Co-Owners to make an informed decision as to the merits and estimated costs of such proceeding, how the litigation will be funded, all possible alternatives to litigation, the history of actions taken to date to avoid litigation, and all opinions of experts retained or hired by the Association to give advice concerning the proposed action.

C. **Fee Agreement with Litigation Attorney**. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners prior to the litigation evaluation meeting.

D. **Co-Owner Vote Required**. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action. The commencement of any civil action by the Association (other than a suit to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of all of the Co-Owners.

E. **Disclosure of Litigation Expenses**. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual reviewed financial statements. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget and annual reviewed financial statements.

ARTICLE 4.
INSURANCE

Section 4.01. **Extent of Coverage; Responsibility for Coverage.**

A. **Association Responsibilities**.

1. **Casualty**. The Association shall insure all General Common Elements of the Condominium and all other improvements for which the Association has responsibility under Article 4 of the Master Deed against fire, vandalism, malicious mischief, and other perils covered by a standard extended coverage endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

2. **Liability, Worker's Compensation, Fidelity Bond, Directors and Officers, and Other Required Coverage**. The Association shall also carry (1) liability insurance with coverage in an amount not less than One Million Dollars ($1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article 4 of the Master Deed, (2) worker's compensation insurance, if applicable, (3) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (4) Directors and Officers Liability coverage, and (5) such other insurance as the Board of Directors deems advisable.

3. **Optional Umbrella Insurance**. The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder that was not covered due to lapse or failure to procure.

4. **Responsibilities of Co-Owners and Association**. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Co-Owners shall obtain additional insurance upon their Units, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-Owner's responsibility to obtain insurance coverage for personal property located within a Unit or elsewhere in the Condominium and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

5. **Amount of Insurance on Common Elements**. All Common Elements of the Condominium and all improvements which the Association is responsible to restore under Section 5.04 hereof shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value as determined annually by the Board of Directors of the

Association. The insurance may be subject to a reasonable deductible determined by the Board of Directors. Any other improvements shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article 2 hereof.

6. **Premium Expenses**. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be the expenses of administration.

7. **Benefited Parties; Notice to Mortgagees**. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-Owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

8. **Insurance Records**. All information in the Association's records regarding insurance coverage on improvements for which the Association is responsible shall be made available to all Co-Owners and mortgagees upon request and reasonable notice during normal business hours.

9. **Proceeds of Association Insurance Policies**. Proceeds of all Association insurance policies shall be received by the Association, held in a separate account and distributed to the Association, the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Condominium unless all of the affected institutional holders of first mortgages on Units have given their prior written approval.

10. **Authority of Association to Settle Insurance Claims**. Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, carried by the Association pertinent to the Condominium, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

B. **Co-Owner Responsibilities**. Each Co-Owner shall also be obligated to obtain insurance coverage for their personal liability for occurrences within the perimeter of their Unit, appurtenant Limited Common Elements, and the improvements located thereon, and also for any other personal or business insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Association as may be requested from time to time to evidence the continued existence of all insurance required to be maintained

by the Co-Owner hereunder. In the event a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-Owner and the premiums paid shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments may be collected in accordance with these Bylaws. **Co-Owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section.**

C. **Waiver of Subrogation; Cross-Liability Endorsements**. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-Owners as a group to another Co-Owner.

Section 4.02. **Association as Attorney-in-Fact.** Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning any insurance carried by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear but subject always to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.03. **Indemnification.** Each Co-Owner shall indemnify and hold harmless the Association for all damages and costs, including attorneys' fees, which the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-Owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner.

ARTICLE 5.
RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY; EMINENT DOMAIN

Section 5.01. **Reconstruction or Repair Unless Unanimous Vote to the Contrary**. If any part of the Condominium shall be partially or completely destroyed, it shall be reconstructed or repaired unless it is determined by all Co-Owners and first mortgagees that the Condominium shall be terminated. Responsibility for restoration shall be as set forth in this Article 5.

Section 5.02. **Repair in Accordance with Master Deed and Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

Section 5.03. **Responsibility for Reconstruction and Repair**. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. It

is intended that the Co-Owner's responsibility for damage is limited to minor accidents in which doors, windows and drywall are broken or penetrated and not to major damage from fire or other casualty which affects common elements and other structural components. In the latter case, the proceeds of the insurance carried by the Association shall be used to restore the improvements as set forth herein, except as stated in Section 5.04 below.

Section 5.04. **Association Responsibility for Reconstruction and Repair**. The Association shall be responsible for the reconstruction and repair of the Common Elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a Unit caused by such Common Elements or the reconstruction and repair thereof. In that event, the Association shall be responsible for the restoration of the roof, outer walls, all structural components, foundation and basement walls, windows, doors, interior walls and interior side of perimeter walls (studs installed but without drywall), pipes, wires, conduits, ducts, plumbing and electrical lines, and electrical services boxes and switches, all to the point of connection with appliances, lights, and other equipment for which Co-Owners are responsible. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the repayment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Section 5.04 may be made by the Association without a vote of the Co-Owners. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

Section 5.05. **Damage to Part of Unit Which a Co-Owner Has the Responsibility to Repair**. Each Co-Owner shall be responsible for the reconstruction and repair of the items for which the Association is not responsible on the interior of the Co-Owner's Unit, including all upgrades, flooring, floor coverings, drywall, wall coverings, window shades, draperies, interior trim, cabinetry, furniture, light fixtures, and all appliances, whether free standing or built in, the furnace, water heater, bathroom and kitchen fixtures, and air conditioning units. In the event damage to any of the foregoing, or to interior walls within a Co-Owner's Unit or to pipes, wires, conduits, ducts, or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.04. All personal property of the Co-Owner shall be covered only by the Co-Owner's separate insurance. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly subject to the rights of mortgagees.

Section 5.06. **Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.** Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-Owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other

uninsured amount, shall be borne by the responsible Co-Owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-Owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or Common Elements which are the responsibility of the Co-Owner to maintain, repair, and replace. This Section shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-Owner.

Section 5.07. **Indemnification.** Each Co-Owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-Owner's Unit or a Common Element for which the Co-Owner is assigned the responsibility to maintain, repair, and replace. Each Co-Owner shall carry insurance to secure this indemnity. This Section shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-Owner.

Section 5.08. **Eminent Domain**. Section 133 of the Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

A. **Common Elements Taken by Eminent Domain**. If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-Owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-Owners shall be binding on all Co-Owners.

B. **Unit Taken by Eminent Domain**. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

C. **Partial Taking of a Unit**. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-Owners of such Unit shall be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-Owner and not revested in the Co-Owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. **Impossibility of Use of Portion of Unit not Taken by Eminent Domain**. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall appertain to the

remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire Unit.

E. **Future Expenses of Administration Appertaining to Units Taken by Eminent Domain**. Votes in the Association of Co-Owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. **Condominium Continuation after taking by Eminent Domain**. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units.

G. **Condemnation or Eminent Domain Proceeding**. In the event any Unit, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units.

Section 5.09. **Rights of First Mortgagees**. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements

Section 5.10. **Notification to Mortgagees and Guarantors.** The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE 6.
RESTRICTIONS

Section 6.01. **Use of Unit**.

A. **Single Family Use**. No Unit shall be used for other than single-family residential purposes as defined by Village of Lake Orion Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-Owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units. Co-Owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users, or beneficiaries of the services being performed and/or congestion within the

Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-Owner(s) and their families, (3) do not disturb other Co-Owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the Village of Lake Orion.

B. **Occupancy Restrictions**. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Village of Lake Orion from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Village of Lake Orion, such that the occupancy of all Units shall be in accordance with all Village of Lake Orion regulations at all times.

Section 6.02. **Leasing and Rental of Units**.

A. **Right to Lease**. Co-owners, including Developer, may rent any number of Units at any time for any term of occupancy subject to the Rules and Regulations of the Association.

B. **Procedures for Leasing**. The leasing of Units shall conform to the following provisions:

1. Disclosure. A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Board with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-Owner, and the term of the proposed occupancy arrangement. The Co-Owner shall not lease their Units prior to the Association approving the lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease addendum. Each Co-Owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. Co-Owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s).

2. **Administrative Fee**. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-Owner in the same manner as the collection of assessments under Article 2 of these Bylaws.

3. **Compliance with Condominium Documents**. Tenants or non-Co-Owner occupants shall comply with all of the conditions of the Condominium Documents.

4. **Default by Tenant**. If the Association determines that a tenant or non-Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

a. **Notification**. The Association shall notify the Co-Owner by certified mail advising of the alleged tenant violation.

b. **Time to Cure**. The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-Owner occupant breach or advise the Association that a violation has not occurred.

c. **Remedies**. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association (if the Association is under the control of the Developer) an action for eviction against the tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-Owner occupant, and the Co-Owner liable for any damages caused by the Co-Owner, tenant, or non-Co-Owner occupants. The Co-Owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Co-Owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

5. **Notice to Pay Rent Directly to Association**. When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-Owner's tenant or non-Co-Owner occupant and the tenant non-Co-Owner occupant after receiving the notice shall deduct from their rental payments to the Co-Owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-Owner occupant. If the tenant or non-Co-Owner occupant, after being so notified, fails, or refuses to remit rent to the Association that is otherwise due the Co-Owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Act.

C. **Rent Loss Insurance Coverage**. Those Co-Owners who rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt, or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage, and Co-Owners shall have absolutely no claim against the Association for lost rental income.

SECTION 6.03 **Architectural Control**.

A. **Alterations and Modifications**. No Co-Owner shall make alterations in exterior appearance or make structural modifications to the Unit including without limitation any Residence or other structures, improvements or landscaping (including color or material used) or make changes, including changes in use, in any of the Common Elements, Limited or General, without the express written approval of the Developer, including by way of example only exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, mailboxes, spas, hot tubs, decks, walls or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated Rules and Regulations of the Association, which shall at all times be deemed to be and/or construed so as

not to violate FCC regulations applicable thereto. In the event a Co-Owner fails to maintain or repair any modification or improvement to the satisfaction of the Developer, the Developer may undertake to maintain and/or repair same and assess the Co-Owner the costs thereof and collect same from the Co-Owner in the same manner as provided for the collection of assessments in Article 2 hereof. The Co-Owner shall indemnify and hold the Developer and the Association harmless from and against all costs, damages, and liabilities incurred with respect to said modification or improvement. No attachment, appliance or other item may be installed that is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-Owner shall in any way restrict access to any utility line, any Easement, or any other element that must be accessible to service the Common Elements or any element which affects a Developer or an Association responsibility in any way. Should access to any facilities of any sort be required, the Developer may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing, or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Developer be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. Any modifications or alterations performed by a Co-Owner pursuant to this Section shall be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies. The foregoing is subject to the applicable provisions of the Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL §559.147a, as may be amended from time to time.

B. **Assignment of Developer's Approval Rights**. Developer's rights under this Section may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. There shall be no surrender of this right prior to expiration of the Development and Sale Period, except in a written instrument in recordable form executed by the Developer and specifically assigning to the Association or other successor(s) the rights of approval and enforcement set forth herein. Even after control of the Association is transferred to the non-developer Co-Owners, the Developer shall continue to exclusively exercise these rights until they expire or are assigned. From and after the date of such assignment or later expiration of the Developer's exclusive powers, the Association's Board of Directors shall exercise all such powers, and shall have the rights and remedies provided above, and the Developer shall have no further responsibilities with respect to any manners of approval or enforcement set forth herein.

C. **Architectural/Landscape Committee**. The Developer or Board of Directors may appoint an Architectural/Landscape Committee for purposes of considering applications for changes, alterations, modifications, and landscaping submitted by Co-Owners. Members of the Committee shall serve at the discretion of the Board of Directors, and subject to direction by the Board, the Committee shall establish its own rules and procedures and meet as often and at such places as are designated by its chairperson. The Committee shall establish and distribute to all Co-Owners a statement of submission policies and criteria to be utilized by the Committee in considering requests. Such policies and criteria shall be subject to change by the Committee, upon approval by the Board, from time to time, provided any such change shall not in any way affect approvals previously given. No change, alteration, modification, landscaping, or other improvement shall be constructed within the Condominium, nor shall any exterior modification be made to any existing Residence, building, structure, or improvement, unless plans and specifications, containing such detail as the Committee may reasonably request, have first been approved in writing by the Committee. In addition to approval by the

Committee, construction of any building or other improvements must also receive any necessary approvals from the local public authority. The Committee shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed modification, improvement, or landscaping, the location upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a harmonious residential development and shall be binding upon both the Association and upon all Co-Owners. Notwithstanding anything contained herein to the contrary, the Developer, during the Development and Sale Period, may construct or authorize any improvements, modifications, or landscaping upon the Condominium that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association, the Committee or any other person or entity.

Section 6.04 **Conduct upon the Condominium**. No harmful, improper, or unlawful activity shall be engaged in on or upon the Common Elements, Limited or General, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any device whose use or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Units. The Board of Directors shall be the final arbiter of whether a particular device or thing is in violation of the foregoing restrictions, and the disputing Co-Owners shall mediate any disputes between them that cannot be amicably resolved in accordance with Article 3 of these Bylaws. No Co-Owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Board and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 6.05 **Animals within the Condominium**.

A. **Number and Type.** No animal, including household pets, shall be kept or allowed on the Condominium by any Co-Owner without the written approval of the Board of Directors, which approval will only be given for such pets (type, size, and disposition) as are consistent with the close community living environment of Snug Harbor Orion Condominium. Any such approval shall be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets. The term "animal" or "pet" as used in this Section shall not include small animals, fish or birds that are constantly caged or in a tank. Exotic pets (i.e., rare, unusual, or animals generally thought of as wild and not typically kept as a pet) are strictly prohibited.

B. **Restrictions Applicable to Pets; Responsibilities of Co-Owners**.

1. The Board of Directors may require that Co-Owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Board may require that any such registration include, among other things, a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet at all times, and the name, address, and telephone number of the

veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture.

2. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions.

3. No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible person and otherwise in accordance with any ordinances of the Village of Lake Orion that may apply.

4. Each Co-Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-Owner, anywhere in the Condominium.

5. No savage or dangerous animal of any type shall be kept and any Co-Owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-Owner such losses and/or damages in the manner provided in Article 2 of these Bylaws. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

6. The Association may charge Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 2 in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium.

7. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. **Association Remedies**. The Association may, after notice and hearing, without liability to the Association, remove or cause to be removed any animal from the Condominium that it determines to violate the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6.06 **Use of Units and Common Elements**. In addition to the limitations of Section 6.04 herein, Co-Owners shall not use the Unit exteriors **(**including, without limitation, walkways and driveways) or the Common Elements, Limited or General, for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in these Bylaws or duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained at all times in areas designated by the Association and shall not be permitted to remain elsewhere on the Common Elements or Unit exteriors except for such short periods of

time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable Rules and Regulations of the Association and Village of Lake Orion ordinances and Co-Owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. Neither the Common Elements nor the Unit exteriors shall be used in any way for the drying or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-Owner either in their Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on any Unit. Except as otherwise expressly permitted in the Condominium Documents, no bicycles, toys, baby carriages, or other personal property may be left unattended on or about Units, and only furniture and equipment consistent with ordinary deck, patio, or porch use may be left on any deck, patio, or porch.

Section 6.07 **Obstruction of Common Elements**. Except as otherwise expressly permitted herein, the Common Elements, including, without limitation, roads and sidewalks, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 6.08 **Vehicles upon the Condominium**.

A. **Permitted Vehicles in General**. Except as otherwise provided in this Section, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans not exceeding twenty-one (21) feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this Section, no house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, or all terrain vehicles shall be parked or stored in the Condominium. Except as otherwise set forth in Rules and Regulations of the Association, no Co-Owner shall use or permit the use by an occupant, agent, employee, invitee or guest of the Unit, any casual motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage.

B. **Temporary Presence**. The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above-enumerated recreational/leisure vehicles upon the Condominium for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. **Commercial Vehicles or Trucks**. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Association, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of twenty-one (21) feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing

on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs, and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. **Standing Vehicles, Repairs**. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-Owner's garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Condominium, unless specifically approved by the Board of Directors.

E. **Parking Restrictions**. Vehicles shall be permitted to park only in the driveways areas of a Unit and vehicles shall at no time be parked in the Condominium outside of a driveway. Further, there will be no parking of vehicles in any designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association.

F. **Association Rights**. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable Rules and Regulations of the Association, to be stickered and towed from the Condominium, and the cost of such removal may be assessed to, and collected from, the Co-Owner of the Unit responsible for the presence of the vehicle in the manner provided in Article 2 of these Bylaws. In such cases, the Co-Owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such rules and regulations or this Section.

Section 6.09. **Prohibition of Dangerous Items upon the Condominium.** No Co-Owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-Owner use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

Section 6.10. **Signs.** Other than those installed by the Developer, no signs, notices, advertisements, pennants, or flags, including "for sale" and "open house" signs (other than a U.S. flag no larger than 3' x 5'), shall be displayed which are visible from the exterior of a Unit without written permission from the Association, unless the same are in complete conformance with duly adopted rules and regulations of the Association.

Section 6.11. **Rules and Regulations Consistent with the Act.** Reasonable rules and regulations consistent with the Act, the Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-Owners and the Association with respect to the Condominium or the manner of operation of the Association and

of the Condominium may be made and amended from time to time by any Board of Directors ("Rules and Regulations"). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-Owners in good standing. Any rule or regulation adopted pursuant to this Section during the Development and Sales Period must also be approved in writing by the Developer.

Section 6.12. **Association Access to Units and Limited Common Elements.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements from time to time, during reasonable working hours, upon notice to the Co-Owner, as may be necessary for the maintenance, repair, or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event the Co-Owner fails to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to their Unit and any Limited Common Elements appurtenant thereto caused in gaining such access.

Section 6.13. **Landscaping**. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon their Units or the Common Elements, Limited or General, unless the same is in total conformance with the Association's Rules and Regulations on landscaping as are published from time to time or is otherwise approved by the Association in writing. Any landscaping performed by the Co-Owner and any such trees, shrubs or flowers planted by the Co-Owner, if and when approved in writing by Association, shall be the responsibility of the Co-Owner to maintain. In the event that such Co-Owner fails to adequately maintain such landscaping performed by the Co-Owner and any such trees, shrubs, or flowers planted by the Co-Owner to the Association's satisfaction, the Association shall have the right to perform such maintenance and assess and collect from the Co-Owner the cost in the manner provided in Article 2 hereof or remove the same at the sole expense of the Co-Owner who made the plantings. The Co-Owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs or flowers, or the continued maintenance of such landscaping. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

Section 6.14. **Co-Owner Maintenance of Unit and Common Elements**. Each Co-Owner shall maintain their Unit and any Common Elements for which they have maintenance responsibility in a safe, clean, and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, sewer, gas, plumbing, electrical, internet, cable television or other utility conduits or

related facilities. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or Common Elements which are the responsibility of the Co-Owner to maintain, repair and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 of these Bylaws. Each individual Co-Owner shall indemnify the Association against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2. The Co-Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair, or replacement as soon as it is discovered.

Section 6.15. **Application of Restrictions to Developer and Association**. None of the restrictions contained in this Article 6 or elsewhere in the Condominium Documents shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents or the Act. Until all Units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 6.16. **Cost of Enforcing Documents**. Any and all costs, damages, fines, expenses, or actual attorneys' fees incurred or levied by the Association in enforcing any of the provisions of the Condominium Documents against a Co-Owner or their licensees or invitees, including without limitation the restrictions set forth in this Article 6, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-Owner or Co-Owners in the manner provided in Article 2 of these Bylaws. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 6.17. **Developer and Association Approvals Revocable**. All approvals given by the Developer or Association in accordance with these Bylaws shall be revocable and in the nature of a license and can be withdrawn upon thirty (30) days' written notice in the event of noncompliance with the conditions of such approval.

Section 6.18. **Developer's Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first-class, beautiful, serene, private residential community for the benefit of the Co-Owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace or landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right at its option, may elect to maintain, repair and or replace any Common Elements or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during

the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, and the Developer shall be permitted to recoup the cost of enforcement as provided in Section 6.16 above.

ARTICLE 7.
MORTGAGES

Section 7.01. **Notification of Mortgage**. Any Co-Owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit.

Section 7.02. **Notification to Mortgagee of Insurance Company**. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, vandalism, and malicious mischief, and the amounts of such coverage.

Section 7.03. **Notification to Mortgagee of Meetings**. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit shall be entitled to receive written notification of every Association meeting and to designate a representative to attend such meeting.

Section 7.04. **Notification to Mortgagees and Guarantors**. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-Owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE 8
MEMBERSHIP AND VOTING

Section 8.01. **Membership in the Association**. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. **Designation of Members**. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership.

B. **Co-Owner's Share of the Funds**. A Co-Owner's share in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to a Unit.

C. **Co-Owner Voting Designation**. Except as limited in these Bylaws, each Co-Owner (including the Developer) shall be entitled to one vote for each Unit owned, provided that the Co-Owner is in good standing. As used throughout the Condominium Documents, "good standing" means a Co-Owner (or Director, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of

the Condominium Documents. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-Owner, the voting rights associated with that Unit may be exercised only jointly as a single vote.

D. **Evidence of Ownership for Voting Purposes**. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit to the Association by way of a recorded Deed, recorded Land Contract, or recorded Memorandum of Land Contract. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of the Members held in accordance with Article 9, except as otherwise specifically provided. The vote of each Co-Owner, other than the Developer, may be cast only by the individual representative designated by such Co-Owner in the notice required in Subsection E below or by a proxy given by such individual representative.

E. **Designation of Voting Representative**. Each Co-Owner, except the Developer, shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust, or other entity that is the Co-Owner. The Co-Owner shall sign and date such notice. The Co-Owner may change the individual representative designated at any time by filing a new notice in the manner provided herein. At any Association meeting or for any Association vote, the chairperson of the meeting, or if no meeting, the Board for any particular vote, may waive the filing of such written notice as a prerequisite to voting.

F. **Quorum**. The presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-Owner who participates by remote communication in an Association meeting, as provided in Section 9.05 below, shall also be counted in determining the necessary quorum.

G. **Voting**. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, fax, delivery, electronic transmission. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each Association meeting or voting deadline if no meeting held. As used in these Bylaws, "electronic transmission" means transmission by any method authorized by the person receiving such transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process. Cumulative voting is not permitted.

H. **Majority**. Unless otherwise provided, any action that could be authorized at an Association meeting shall be authorized by the vote of a simple majority of those Co-Owners qualified to vote.

I. **Action without Meeting**. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Co-Owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the Co-Owner has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Co-Owner specifies a choice, the vote shall be cast in accordance with the Co-Owner's specification. Approval by written vote or ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

Section 8.02. **Records and Books of the Association**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. The books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours and at mutually convenient times. The Association shall prepare and distribute to each Co-Owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any Co-Owner may receive a written financial statement upon request. The Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code (MCL §339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-Owners. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing. The Association shall also maintain on file current copies of the Master Deed, any amendments thereto and all other Condominium Documents.

ARTICLE 9
MEETINGS

Section 9.01 Place of Meetings. Meetings of the Association shall be held at any suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Master Deed, or the laws of the State of Michigan. Only Co-Owners in

good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-Owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting without any liability to the Association or its Board of Directors.

Section 9.02. **Annual Meetings**. The first annual meeting of the members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in Sections 10.02B and 10.02C below. The date, time, and place of such first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. Thereafter, the Association shall hold its annual meeting in the month of May each succeeding year at such date, time, and place as the Board of Directors determines. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-Owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot or acclamation of the Co-Owners a Board of Directors in accordance with the requirements of Article 10 of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 9.03. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition presented to the Secretary of the Association that is signed by one third (1/3) of those Co-Owners in good standing. Notice of any special meeting shall state the time, place, and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.04. **Notice of Meetings**. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve each Co-Owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.01.E of these Bylaws or to the address of the Unit owned by the Co-Owner shall be deemed notice served. In lieu of the foregoing, such notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-Owner is a resident of the Unit. Such notice may also be given by electronic transmission. Any Co-Owner may, by written waiver of notice signed by such Co-Owner, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 9.05. **Remote Communication Attendance; Remote Communication Meetings**. A Co-Owner may participate in a meeting of the Association by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use, and the names of the participants in the meeting shall be divulged to all participants. Co-Owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present

and permitted to vote at the meeting by means of remote communication is a Co-Owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-Owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Co-Owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A Co-Owner may be present and vote at an adjourned meeting of the Co-Owners by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meeting's notice given. The Board may hold a meeting of the Co-Owners conducted solely by means of remote communication.

Section 9.06. **Adjournment for Lack of Quorum**. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-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. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 9.07. **Minutes**. Minutes or a similar record of the proceedings of all meetings of members and the Board of Directors must be kept by the Association and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10.
BOARD OF DIRECTORS

Section 10.01. **Qualification and Number of Directors**. The affairs of the Association shall be governed by a Board of Directors all of whom must be Co-Owners of Units in Snug Harbor Orion Condominium and in good standing except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Article 9. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Except for the First Board of Directors, any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-Owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 10.06, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 10.05. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article 9. The Board shall consist of three (3) members and, except for Board positions held by the Developer, no two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 10.02. **Election of Directors**. The following provisions shall apply to the election of the Board and Advisory Committee before and after the Transitional Control Date:

A. **Advisory Committee**. An advisory committee of non-Developer Co-Owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of one-third (1/3rd) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-Owners of a Unit, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communications and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-Developer Co-Owners.

B. **Co-Owner Elected Directors**. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of twenty-five percent (25%) of the Units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-Developer Co-Owners. No later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the first annual meeting shall be called and the non-Developer Co-Owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium, or as long as ten percent (10%) of the Units remain that may be created.

C. **Co-Owner Controlled Board**. Notwithstanding the formula provided in Subsection B, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-Owner of a Unit, if title to not less than seventy-five percent (75%) of the Units that may be created has not been conveyed, the first annual meeting shall be called and the non-Developer Co-Owners have the right to elect, as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Subsection B. Application of this subsection does not require a change in the size of the Board as determined by the Condominium Documents.

D. **Fractional Shares**. If the calculation of the percentage of members of the Board that the non-Developer Co-Owners have the right to elect under Subsection B, or if the product of the number of members of the Board, multiplied by the percentage of Units held by the non-Developer Co-Owners under Subsection C results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in Subsection B.

E. **Definitions**. As used in this Section, the term "units that may be created" means the maximum number of Units in all phases of the Condominium as stated in the Master Deed.

F. **Election of Directors At and After the First Annual Meeting**. At the first annual meeting, all three (3) members of the Board shall stand for election as a single slate. The

two (2) nominees receiving the highest number of votes shall be elected for two (2) year term. The one (1) nominee receiving the next highest number of votes shall be elected to serve a one (1) year term. Each year thereafter, either two (2) or one (1) Directors shall be elected (depending on the number of directorships whose terms have expired) and all such future Directors shall serve for two (2) year terms. All directors shall hold office until their successors have been elected and hold their first meeting. As long as the Developer is entitled to a seat on the Board, the Developer representative shall fill a one-year directorship.

Section 10.03. **Powers and Duties**. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Co-Owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

A. **Management and Administration**. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. **Collecting Assessments**. To collect assessments from the Co-Owners and to use the proceeds for the purposes of the Association.

C. **Insurance**. To carry insurance and collect and allocate the proceeds in the manner set forth in Article 4.

D. **Rebuild Improvements**. To rebuild improvements after casualty in the manner set forth in Article 5.

E. **Contract and Employ Persons**. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.

F. **Real or Personal Property**. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

G. **Borrow Money**. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

H. **Assign Right to Future Income**. To assign its right to future income, including the right to receive Co-Owner assessment payments.

I. **Rules and Regulations**. To make rules and regulations in accordance with Article 6 of these Bylaws.

J. **Committees**. To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers

or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

K. **Enforce Documents**. To enforce the provisions of the Condominium Documents.

L. **Mortgage Financing**. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Co-Owners which are acceptable for purchase by the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

M. **Administrator**. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

N. **General**. In general, to enter into any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, repair, replacement, and operation of the Condominium and the Association.

Section 10.04. **Professional Management.** The Board of Directors may employ for the Association a professional management agent, which may include the Developer or any person or entity related thereto, at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon ninety (90) days' written notice. In the event the Board does employ professional management for the Association, the Board shall, pursuant to Section 90a of the Act, secure the approval of two-thirds (2/3rds) of the institutional holders of first mortgage liens on any Unit prior to terminating professional management and assuming self-management. Any management contract made prior to the Transitional Control Date and extending for a period in excess of one (1) year after the Transitional Control Date shall have a provision that the period in excess of one (1) year may be voided by the Board of Directors by notice to the management agent at least thirty (30) days before the expiration of the one (1) year period. Any management contract may provide for the collection of "set-up" or "transfer" fees by the management agent upon the initial conveyance of a Unit by the Developer and upon the subsequent conveyance of a Unit by a non-Developer Co-Owner; provided that the amounts of such fees shall be a fixed by the terms of the contract with the management agent. Any set-up or transfer fee charged with respect to the purchase of a Unit from the Developer shall be paid by the purchaser of the Unit.

Section 10.05. **Vacancies**. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Co-Owners shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director whom they replaced and a successor is elected at such annual meeting of the Association.

Section 10.06. **Removal of Directors**. Except for those Directors that have been appointed by the Developer and that are serving in accordance with the provisions of Section

10.02 above, at any annual or special Association meeting duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy shall be the normal 35% requirement set forth in Section 8.01.F. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove any or all of the Directors selected by it at any time in its sole discretion.

Section 10.07. **First Meeting of New Board**. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such a meeting, provided a majority of the entire Board is present at such a meeting.

Section 10.08. **Regular Meetings**. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, facsimile, electronically, or telephone at least five (5) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice.

Section 10.09. **Special Meetings**. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically, or by telephone, which notice shall state the time, place, and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two Directors.

Section 10.10. **Waiver of Notice**. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10.11. Quorum and Voting. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically, or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

Section 10.12. **Action without Meeting**. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if

consented to in writing, including by electronic transmission, by a majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 10.13. **Closing of Board of Directors Meetings to Members; Privileged Minutes**. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Co-Owners or may permit Co-Owners to attend a portion or all of any meeting of the Board of Directors. Any Co-Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Co-Owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 10.14. **Remote Communication Participation**. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 10.15. **Fidelity Bond/Crime/Employee Dishonesty Insurance**. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be the expenses of administration.

Section 10.16. **First Board of Directors**. Any reference to the "First Board of Directors" in the Master Deed, these Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed by the First Board of Directors prior to the first annual meeting of the Association.

ARTICLE 11.
OFFICERS

Section 11.01. **Designation**. The principal officers of the Association shall be a president, vice president, secretary, and treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 11.02. **Appointment.** The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 11.03. **Removal**. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 11.04. **President**. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Co-Owners from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 11.05. **Vice President**. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 11.06. **Secretary**. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes, and of such books and other records as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary.

Section 11.07. **Treasurer**. The treasurer or management agent shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE 12.
FINANCES

Section 12.01. **Fiscal Year**. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 12.02. **Banking**. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 12.03. **Investment of Funds**. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

ARTICLE 13.
INDEMNIFICATION

Section 13.01. **Indemnification of Directors and Officers**. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Association, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, so long as the person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that the Association shall not indemnify any such person with respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors shall notify all Co-Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 13.02. **Directors' and Officers' Insurance**. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 13.01 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Article 1 above and under this Article 2; however, to the extent that the liability insurance provided to a Director or officer is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Article 1 above or other applicable statutory indemnification.

ARTICLE 14.
COMPLIANCE

Section 14.01. **Compliance with the Act and Condominium Documents**. The Association and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act and the Condominium Documents. In the event that the Condominium Documents conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

Section 14.02. **Amendment**. These Bylaws may be amended in accordance with the Act and the provisions of the Master Deed.

Section 14.03. **Definitions**. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

ARTICLE 15.
REMEDIES FOR DEFAULT

Section 15.01. **Default by a Co-Owner**. Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

A. **Remedies for Default by a Co-Owner to Comply with the Documents**. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

B. **Costs Recoverable From Co-Owner**. Failure of a Co-Owner and/or non-Co-Owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-Owner or non-Co-Owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-Owner, or in cases where the Association must defend an action brought by any Co-Owner(s) or non-Co-Owner resident or guest, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-Owner or non-Co-Owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-Owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim, or other matter.

C. **Association's Right to Abate**. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of its exercise of its removal and abatement power granted hereunder.

D. **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article 16 of these Bylaws.

Section 15.02. **Failure to Enforce Rights**. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provisions, covenant, or condition in the future.

Section 15.03. **Cumulative Rights**. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 15.04. **Rights of Co-Owners**. A Co-Owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-Owner for noncompliance with the Condominium Documents. Even if successful, Co-Owners may not recover attorneys' fees from the Association, but may recover such fees from another Co-Owner if successful in obtaining compliance with the Condominium Documents.

Section 15.05. **Limitation on Suits Against the Developer and Others Involved in the Condominium Prior to the Transitional Control Date**. A person or entity shall not maintain an action against any Developer, residential builder, licensed architect, contractor, sales agent, or manager of a Condominium arising out of the development or construction of the Common Elements or the management, operation, or control of the Condominium more than 3 years from the Transitional Control Date or 2 years from the date the cause of action accrues, whichever occurs later. Further, notwithstanding any provisions in the Master Deed or these Bylaws to the contrary, the Association shall not levy any assessment or expend any Association funds for the purpose of funding otherwise permitted litigation against the Developer, or any of its affiliates or successors or assigns, relating to the development or construction of the Common Elements, or the management, operation, or control of the Condominium prior to the Transitional Control Date, without first obtaining the written approval of more than 60% of all Co-Owners, after first disclosing in writing to all Co-Owners the exact nature of the intended proceeding, the estimated total costs of that proceeding, the estimated total time involved for the proceeding, the name, qualifications and fee schedule of counsel proposed to be chosen by the Association to prosecute the proceeding, and the name, qualifications, fee schedule and evaluations of any architect, engineer, CPA or other professional advisor chosen or hired by the Association to evaluate and establish the basis of any claim of the Association to be pursued in the intended proceeding.

ARTICLE 16.
FINES

Section 16.01. **General.** The violation by any Co-Owner, occupant, or guest of any of the provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants, invitees, or any other person admitted through such Co-Owner to the Condominium.

Section 16.02. **Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

A. **Notice**. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on notice as to the violation,

shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the representative of said Co-Owner at the address as shown in the notice required to be filed with the Association pursuant to Section 8.01.E. of these Bylaws.

B. **Hearing and Decision**. The offending Co-Owner shall be provided a scheduled hearing before the Board at which the Co-Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Co-Owner be required to appear less than 7 days from the date of the notice.

C. **Hearing and Decision**. Upon appearance by the Co-Owner before the Board and presentation of evidence of defense, or in the event the Co-Owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 16.03. **Fines.** Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
SECOND VIOLATION	$50.00 Fine
THIRD VIOLATION	$100.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	$200.00 Fine

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted rules and regulations of the Association promulgated in accordance with these Bylaws. For purposes of this Section, the number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-Owner violates the same provision of the Condominium Documents, as long as that Co-Owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's Rules and Regulations; however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 16.04. **Collection of Fines**. The fines levied shall be assessed against the Co-Owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in these Bylaws.

ARTICLE 17.
RESERVED RIGHTS OF DEVELOPER

Section 17.01 **Developer's Rights**. Any and all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, as far as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assignees in the Master Deed or elsewhere including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE 18.
SEVERABILITY

Section 18.01 **Severability**. In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

Bylaws: KH 4925-8185-5234V.1

EXHIBIT B

Condominium Subdivision Plan

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____
EXHIBIT "B" TO THE MASTER DEED OF

SNUG HARBOR ORION CONDOMINIUM

VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN

DEVELOPER

SNUG HARBOR ORION, LLC
3005 UNIVERSITY DRIVE
AUBURN HILLS, MICHIGAN 48326

ENGINEERS & SURVEYORS

GIFFELS WEBSTER
1025 E. MAPLE, SUITE 100
BIRMINGHAM, MI 48009

PROPERTY DESCRIPTION

LOT 22 AND LOT 23, EXCEPT THAT TAKEN FOR ROAD OFF THE SOUTHERLY SIDE, MEASURING 1.0 FEET WIDE ON THE EASTERLY SIDE AND 3.4 FEET ON THE WESTERLY SIDE OF SAID LOT 22, AND 1.0 FEET WIDE ON THE WESTERLY SIDE RUNNING TO THE SOUTHEAST CORNER OF SAID LOT 23, OF "THE CUTCHEON SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 27, PAGE(S) 8 OF PLATS, OAKLAND COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEIGHTS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE NORTH LINE OF HEIGHTS ROAD; (1) SOUTH 63 DEGREES 49 MINUTES 02 SECONDS WEST, 35.57 FEET ; AND SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, 89.67 FEET TO A TRAVERSE POINT "A" FOR THE SOUTHEASTERLY WATERS EDGE OF LAKE ORION; THENCE CONTINUING SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, APPROXIMATELY 8 FEET TO THE WATER'S EDGE OF LAKE ORION; THENCE NORTHEASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 206 FEET TO A POINT ON THE EAST LINE OF LOT 23 AND APPROXIMATELY 6 FEET NORTH OF A TRAVERSE POINT "B"; SAID WATER'S EDGE BEING TRAVERSED BETWEEN POINT "A" AND "B" ALONG THE FOLLOWING THREE (3) COURSES: 1) NORTH 20 DEGREES 16 MINUTES 46 SECONDS EAST, 8.83 FEET; AND (2) NORTH 11 DEGREES 56 MINUTES 11 SECONDS WEST, 68.50 FEET; AND (3) NORTH 31 DEGREES 25 MINUTES 02 SECONDS EAST, 115.31 FEET; THENCE FROM TRAVERSE POINT "B" SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 137.54 FEET ALONG THE EAST LINE OF SAID LOT 23 TO THE POINT OF BEGINNING AND CONTAINING 0.289 ACRE MORE OR LESS.

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.

SHEET INDEX

1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	FLOODPLAIN PLAN
5	UTILITY PLAN
6	FLOOR PLANS
7	FLOOR PLANS
8	SECTIONS
9	SECTIONS

NOTE:
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 A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

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Quality Control:	LA
Section:	02
	T-04-N R-10-E

DATE:	ISSUE:

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED 00/00/2024

Date:	00.00.0000
Scale:	NA
Sheet:	1
Project:	20107.40

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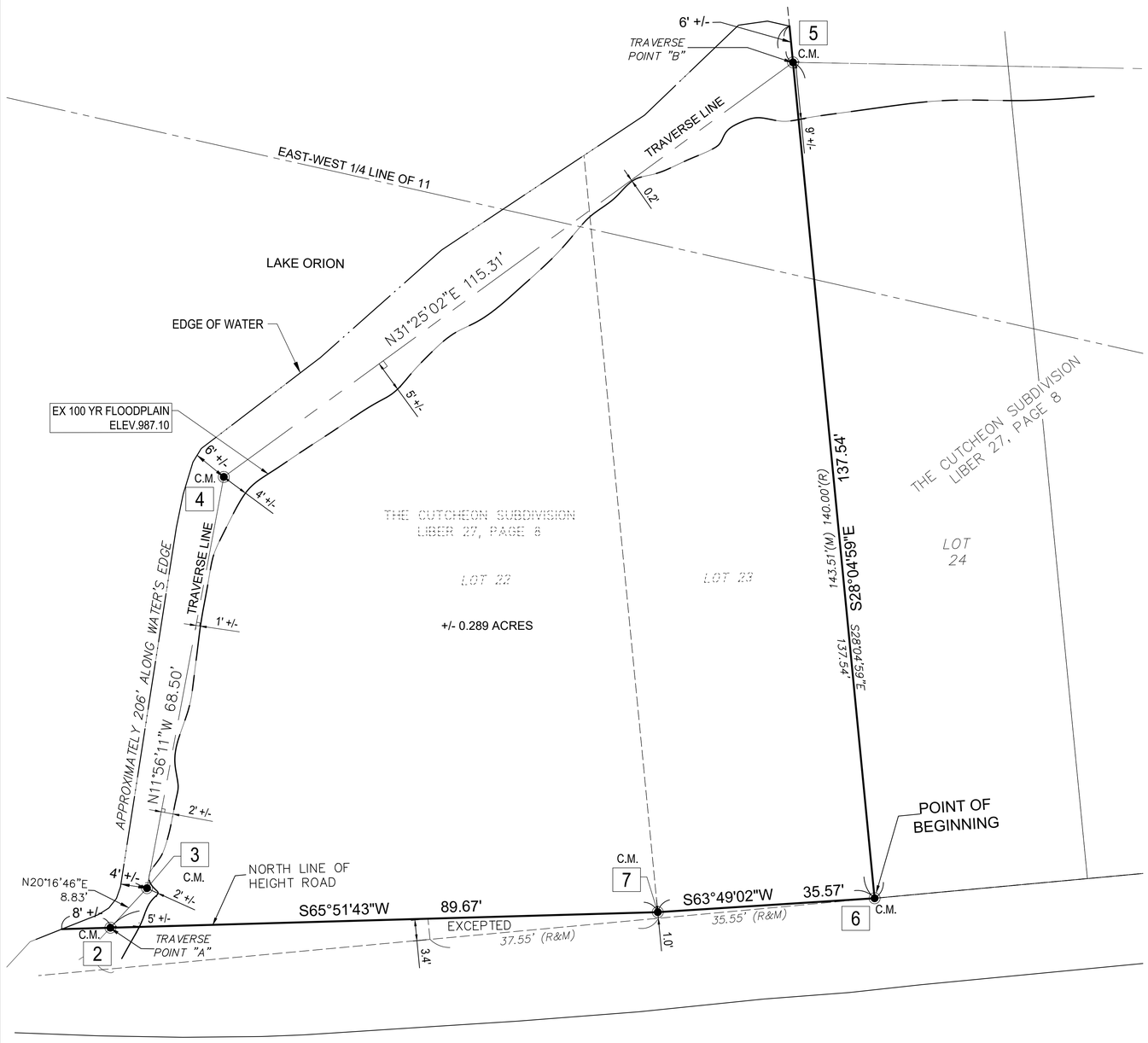


SURVEYOR'S CERTIFICATE

I, JOHN N. REDASH, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOW AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THE PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENT AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THE MASTER DEED IS RECORDED.

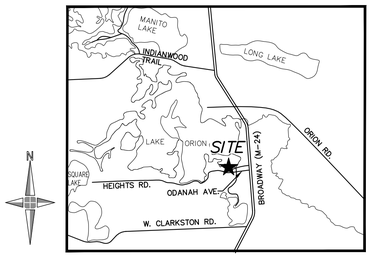
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

DATE

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

JOHN N. REDASH,
P.S. NO. 4001037281
GIFFELS WEBSTER
28 WEST ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226



LOCATION MAP
(NOT TO SCALE)

COORDINATE POINTS		
POINT #	NORTHING	EASTING
2	466876.6729	13425026.3205
3	466884.9571	13425029.3816
4	466951.9761	13425015.2138
5	467050.3785	13425075.3195
6	466929.0345	13425140.0650
7	466913.3401	13425108.1457

BENCH MARK DATA

NAVD88 DATUM

BENCH MARK NO. 10
ARROW ON HYDRANT (2018) LOCATED ON THE SOUTH SIDE OF WEST BOUND HEIGHTS ROAD SOUTHEAST OF HOUSE NO. 160 HEIGHTS RD.
ELEVATION = 991.31'

BENCH MARK NO. 11
SET MAG NAIL IN NORTH FACE OF A UTILITY POLE LOCATED IN TRIANGULAR ISLAND AS EAST BOUND & WEST BOUND HEIGHTS BECOME ORE ROAD.
ELEVATION = 991.91'

NOTES

1. ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.
2. MEASURED BEARINGS BASED ON MICHIGAN SOUTH STATE PLANE COORDINATE SYSTEM.

FLOOD NOTE:

THE PARCEL IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN. THE 100 YEAR FLOODPLAIN ELEVATION ON THIS PARCEL IS 987.1

LEGEND

- BENCHMARK
- 20 — DENOTES BOUNDARY COORDINATE POINT NUMBER
- F.M. ● — INDICATES A FOUND MONUMENT
- C.M. ◉ — INDICATES A SET MONUMENT WHICH IS ONE–HALF (1/2) INCH DIAMETER STEEL BAR THIRTY–SIX (36) INCHES LONG, ENCASED IN CONCRETE FOUR (4) INCHES IN DIAMETER.
- F.I. — INDICATES A FOUND IRON
- (M) — MEASURED
- (R) — RECORD

N

0 10' 20'

SCALE: 1" = 10'

SURVEY PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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Manager:	NMS
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Quality Control:	LA
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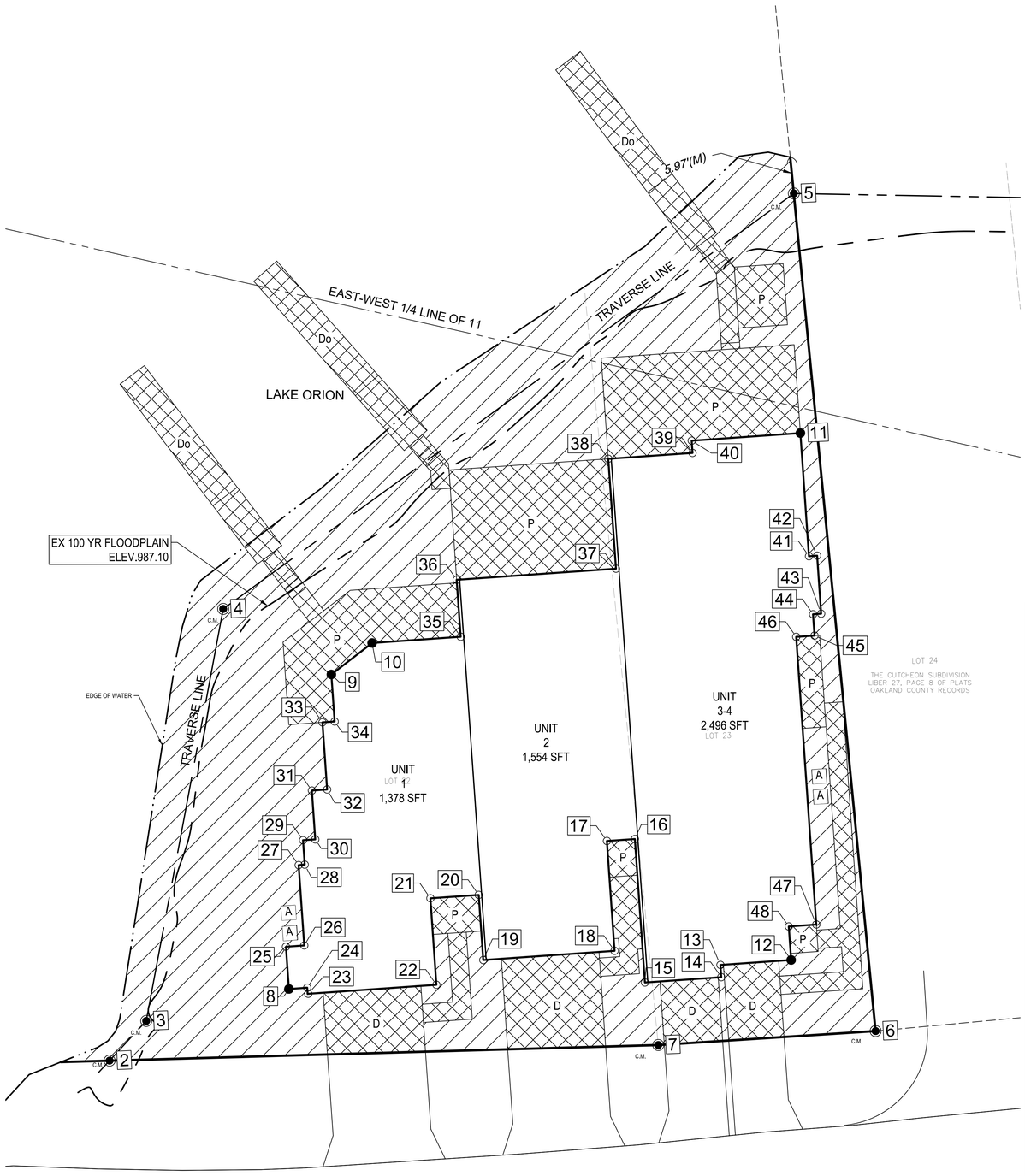
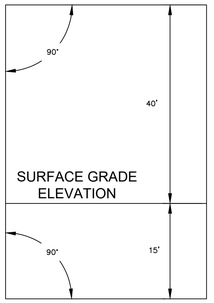




UNIT VERTICAL BOUNDARIES

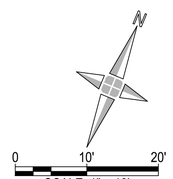
LEGEND

3	INDICATES UNIT NUMBER
PR.	DENOTES PROPOSED
EX.	DENOTES EXISTING
20	DENOTES COORDINATE POINT NUMBER
●	DENOTES COORDINATE POINT
C.M. ◉	INDICATES A CONCRETE MONUMENT
D	DRIVEWAY (LIMITED COMMON ELEMENT)
P	PORCH (LIMITED COMMON ELEMENT)
Do	DOCK (LIMITED COMMON ELEMENT)
A	AIR CONDITIONER (LIMITED COMMON ELEMENT)
▨	GENERAL COMMON ELEMENT
▨	LIMITED COMMON ELEMENT
——·——·——	EDGE OF WATER LINE
— — — —	100 YEAR FLOODPLAIN

NOTES

1. ALL MAINS & TRUNKLINES FOR UTILITIES AND ROADS MUST BE BUILT. UTILITY SERVICE LEADS NEED NOT BE BUILT. ALL UNITS MUST BE BUILT.
2. THE GENERAL COMMON ELEMENT AND ALL UNSOLD UNITS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VIII OF THE MASTER DEED.
3. FINAL FINISH FLOOR ELEVATIONS TO BE SHOWN ON THE AS-BUILT PLANS.

COORDINATE POINTS			COORDINATE POINTS			COORDINATE POINTS		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
2	466876.6729	13425026.3205	22	466908.5639	13425070.9026	42	466997.1557	13425101.4964
3	466884.9571	13425029.3816	23	466899.1948	13425052.1165	43	466988.6543	13425105.7363
4	466951.9761	13425015.2138	24	466900.0492	13425051.5892	44	466988.0592	13425104.5432
5	467050.3785	13425075.3195	25	466904.9003	13425045.8174	45	466984.9271	13425106.1052
6	466929.0345	13425140.0650	26	466906.2393	13425048.5021	46	466983.5882	13425103.4206
7	466913.3401	13425108.1457	27	466918.0214	13425042.6259	47	466941.4169	13425124.4526
8	466898.7103	13425048.9046	28	466918.4677	13425043.5208	48	466939.4085	13425120.4256
9	466948.8490	13425035.6323	29	466922.0473	13425041.7356			
10	466956.1493	13425039.8138	30	466922.9399	13425043.5254			
11	467014.6074	13425091.3028	31	466930.0989	13425039.9549			
12	466934.4867	13425122.8803	32	466931.2147	13425042.1922			
13	466929.3170	13425112.5146	33	466941.0584	13425037.2828			
14	466927.5273	13425113.4072	34	466941.9510	13425039.0726			
15	466921.9485	13425102.2212	35	466962.6207	13425052.7895			
16	466942.9782	13425091.7331	36	466970.9729	13425048.6240			
17	466940.9326	13425087.6315	37	466982.6140	13425071.9655			
18	466924.8248	13425095.6650	38	466998.7219	13425063.9321			
19	466915.2292	13425076.4250	39	467004.8771	13425076.2740			
20	466924.7746	13425071.6644	40	467006.6669	13425075.3814			
21	466921.2414	13425064.5800	41	466996.5606	13425100.3033			



SITE PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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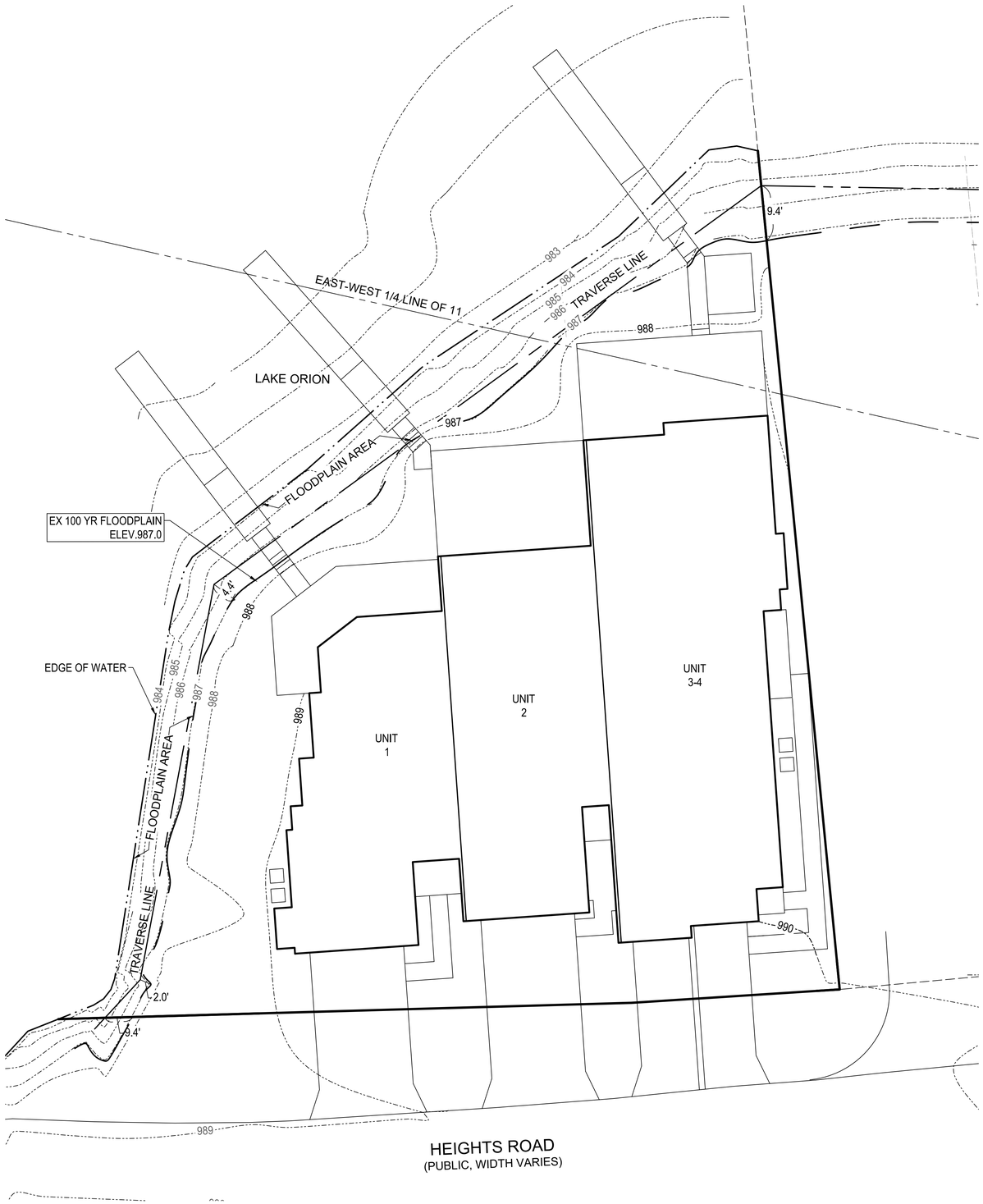

LEGEND

3	INDICATES UNIT NUMBER
990	DENOTES CONTOUR ELEVATION
	EDGE OF WATER LINE
	100 YEAR FLOODPLAIN
	CONTOUR

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Designer:	NMS
Quality Control:	LA
Section:	02
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N

0 10' 20'
SCALE: 1" = 10'

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

FLOODPLAIN PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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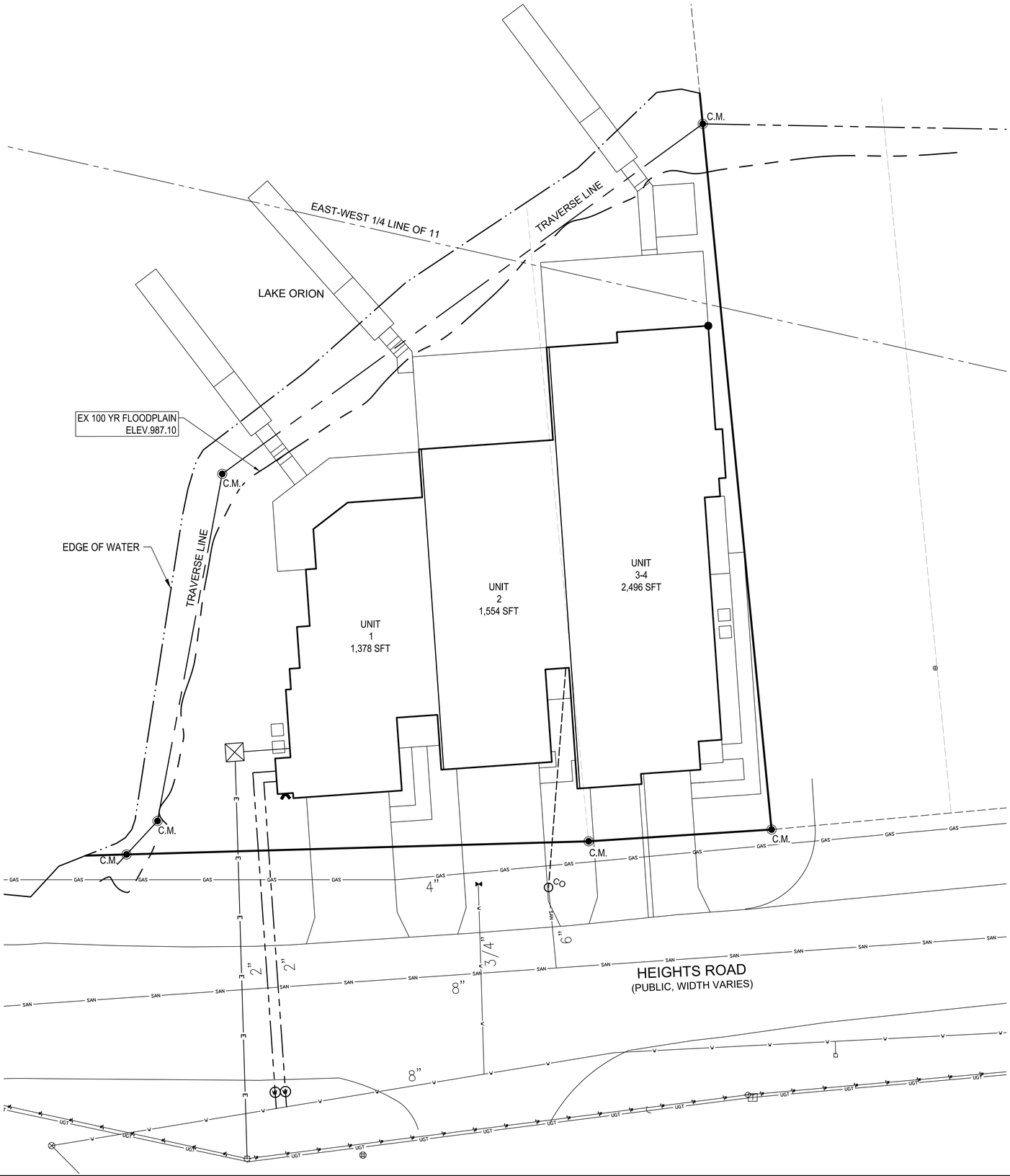


EXISTING UTILITY LEGEND

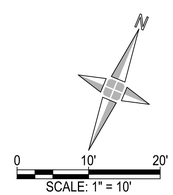
- SAN — SANITARY SEWER
- W — WATERMAIN
- STM — STORM SEWER
- GAS — GAS
- UGT — UNDERGROUND TELEPHONE
- OVERHEAD WIRES
- EASEMENT
- EDGE OF WATER LINE
- 100 YEAR FLOODPLAIN
- GATE VALVE
- HYDRANT
- ROUND CATCH BASIN
- LIGHT POLE
- UTILITY POLE
- T — TELEPHONE CROSS BOX

PROPOSED UTILITY LEGEND

- SANITARY LEAD
- WATER SERVICE LEAD
- EASEMENT
- CO — SANITARY CLEANOUT
- W — STOP BOX
- 3 — INDICATES UNIT NUMBER
- 100 — DENOTES COORDINATE POINT
- INDICATES A BUILDING CORNER
- C.M. — INDICATES CONCRETE MONUMENT

NOTES

1. ELECTRIC BY DTE ENERGY COMPANY, NATURAL GAS SERVICE BY DTE/MICHCON, AND TELEPHONE SERVICE BY AT&T AND WILL BEEN SHOWN ON AS-BUILT PLANS.
2. SERVICE LINES AND APPLICABLE METERS FOR GAS, ELECTRIC, AND TELEPHONE WILL BE SHOWN ON AS-BUILT DRAWINGS.
3. SANITARY SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS WEBSTER AND THE VILLAGE OF LAKE ORION.
4. GAS, ELECTRIC, AND TELEPHONE INFORMATION FROM UTILITY OWNER INFORMATION.
5. ALL MAINS & TRUNKLINES FOR UTILITIES AND ROADS MUST BE BUILT. UTILITY SERVICE LEADS NEED NOT BE BUILT.



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STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

UTILITY PLAN
SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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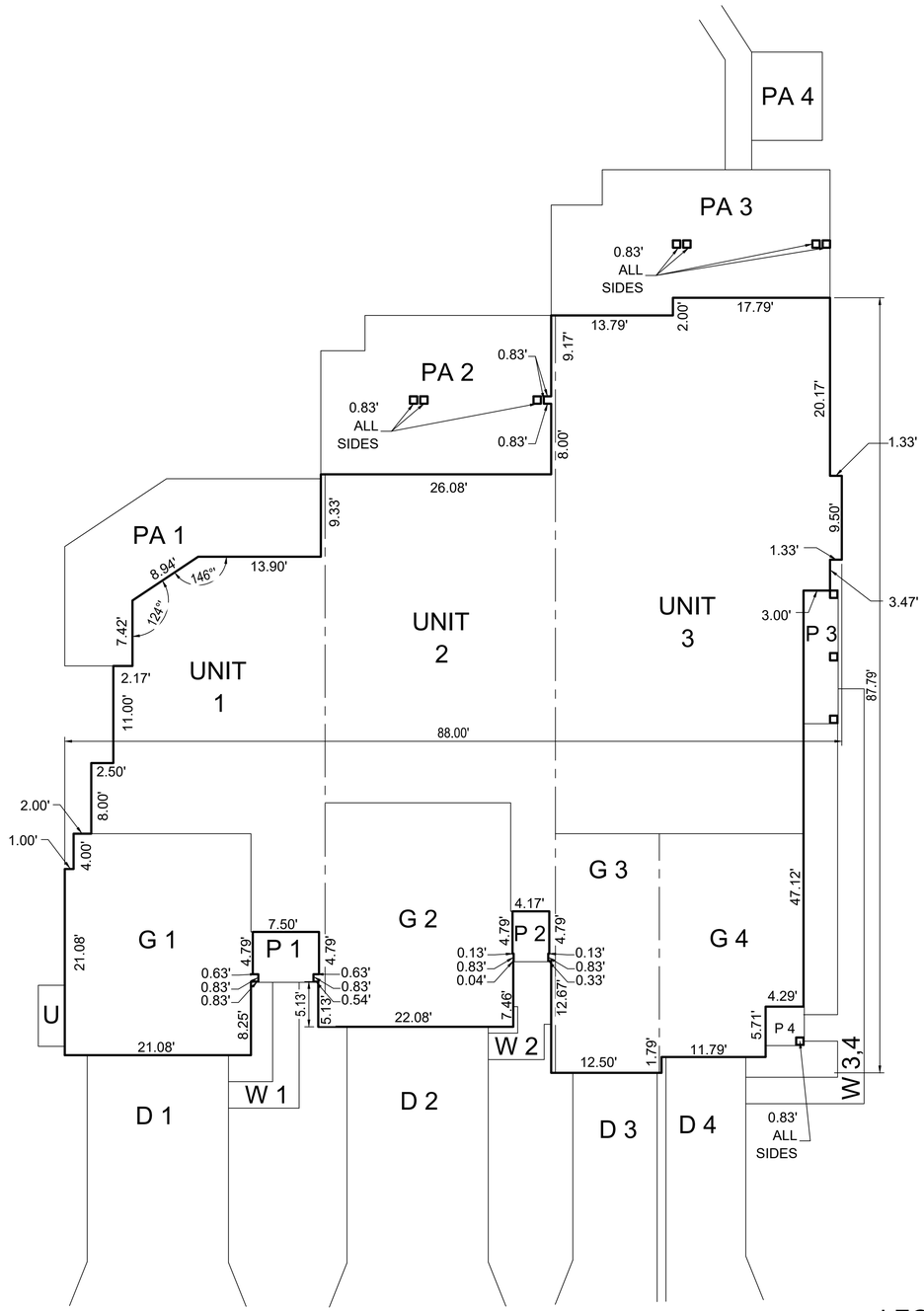
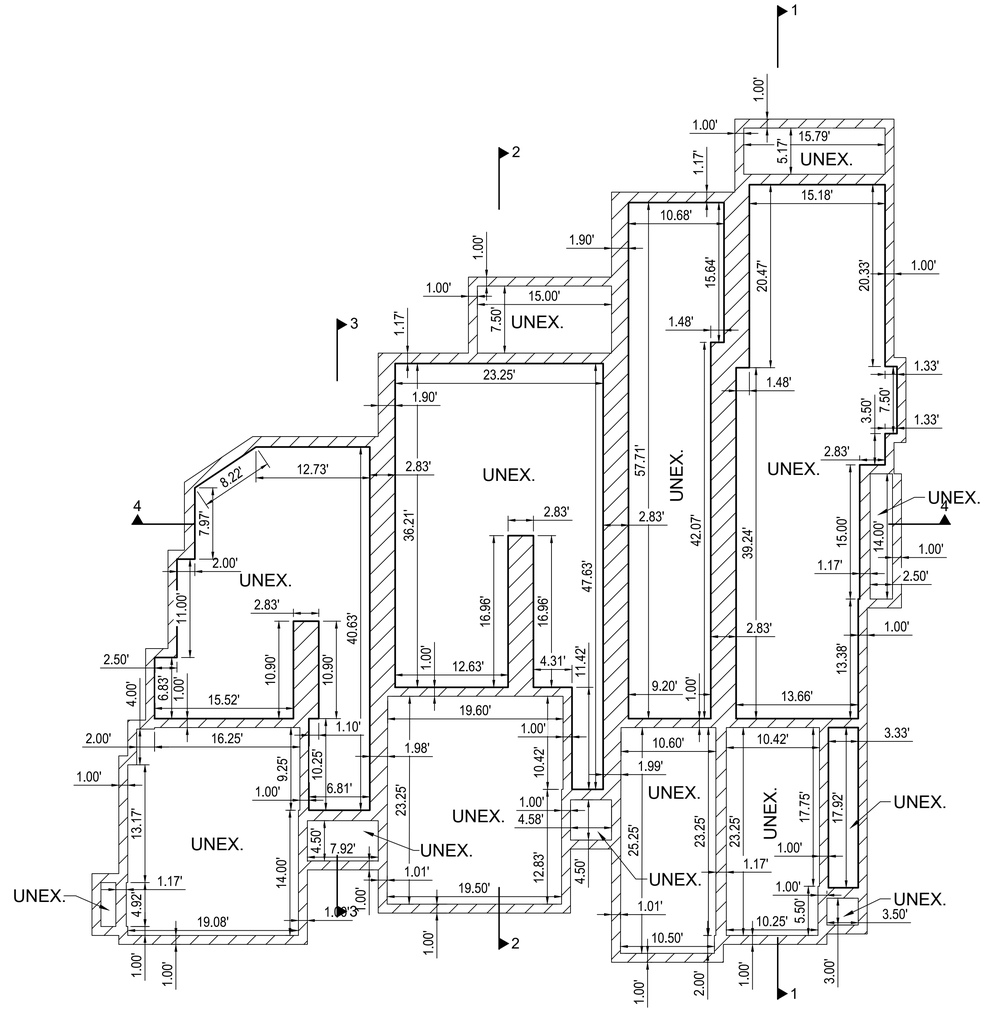


PERIMETER PLAN



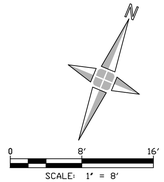
FOUNDATION PLAN

UNIT NUMBER	SURFACE GRADE ELEVATION
1	990.17
2	990.17
3	990.17
4	990.17

LEGEND

	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP
S.F.	SQUARE FEET
LCE	LIMITED COMMON ELEMENT
UNEX.	UNEXCAVATED

U	DENOTES UTILITY CLOSET GENERAL COMMON ELEMENT
P	DENOTES PORCH LIMITED COMMON ELEMENT
PA	DENOTES PATIO LIMITED COMMON ELEMENT
BA	DENOTES BALCONY AREA LIMITED COMMON ELEMENT
G	DENOTES GARAGE LIMITED COMMON ELEMENT
D	DENOTES DRIVEWAY LIMITED COMMON ELEMENT
W	DENOTES SIDEWALK LIMITED COMMON ELEMENT



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PERIMETER AND FOUNDATION PLANS

SNUG HARBOR ORION CONDOMINIUM

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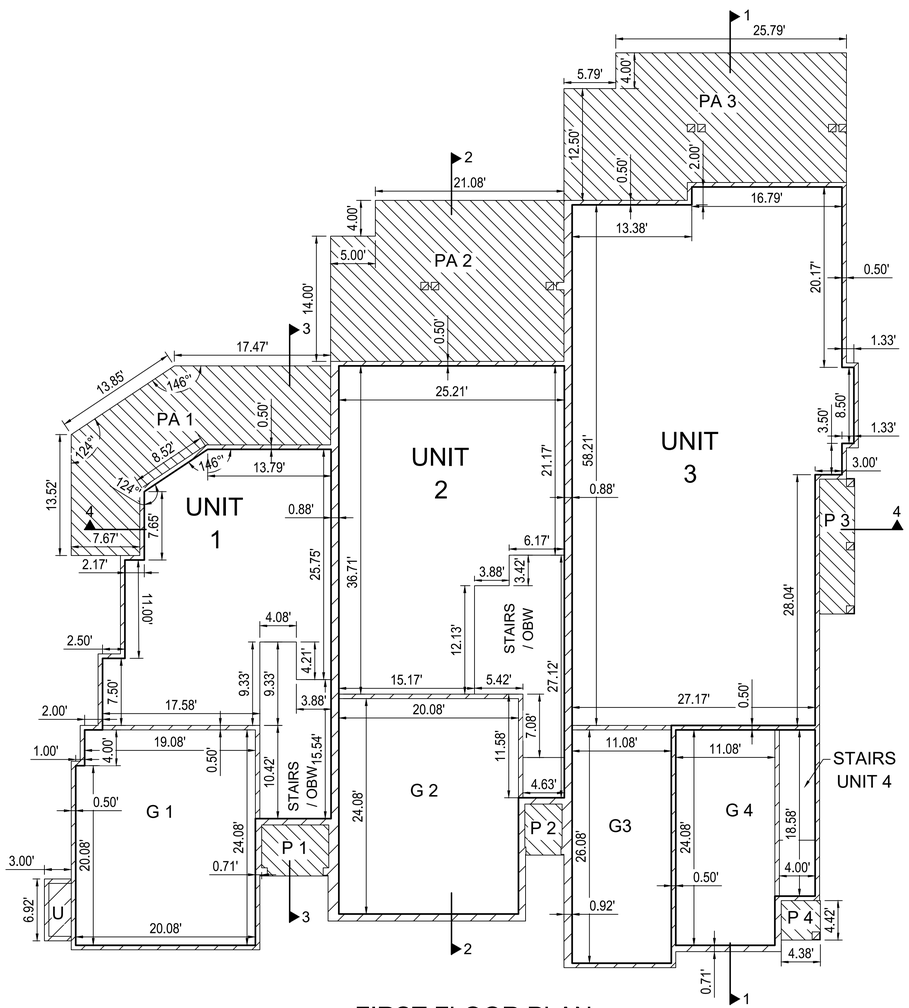
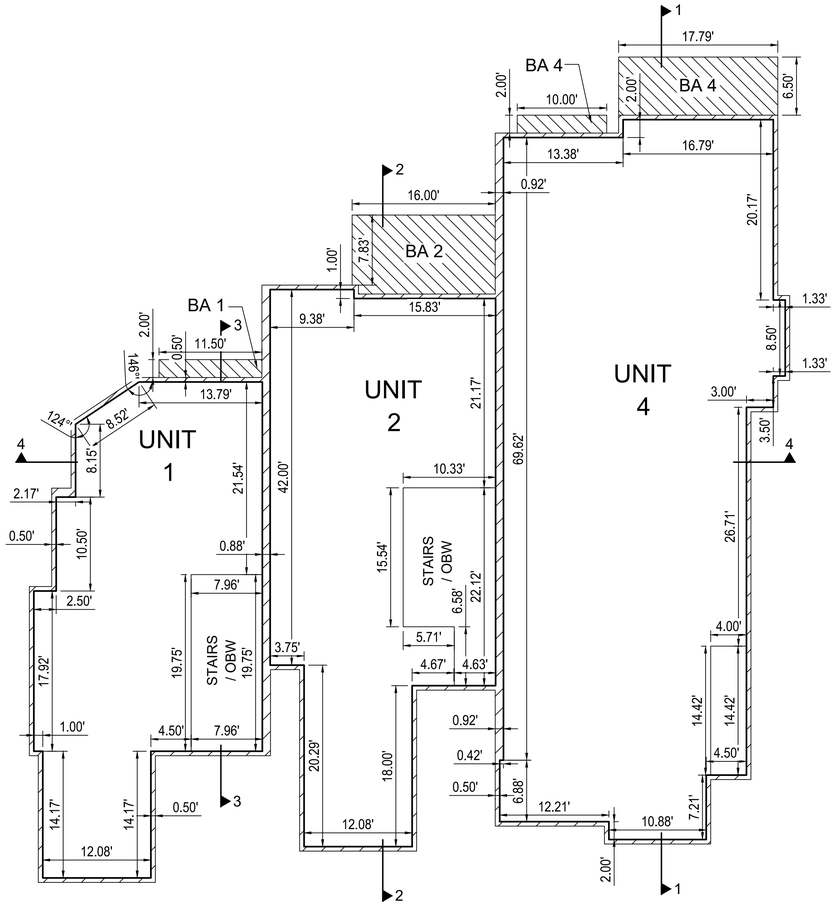


FIRST FLOOR PLAN



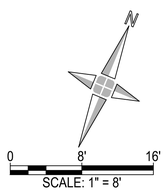
SECOND FLOOR PLAN

LEGEND

	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP
S.F.	SQUARE FEET
LCE	LIMITED COMMON ELEMENT
OBW	UNEXCAVATED

U	DENOTES UTILITY CLOSET GENERAL COMMON ELEMENT
P	DENOTES PORCH LIMITED COMMON ELEMENT
PA	DENOTES PATIO LIMITED COMMON ELEMENT
BA	DENOTES BALCONY AREA LIMITED COMMON ELEMENT
G	DENOTES GARAGE LIMITED COMMON ELEMENT
D	DENOTES DRIVEWAY LIMITED COMMON ELEMENT
W	DENOTES SIDEWALK LIMITED COMMON ELEMENT

UNIT NUMBER	FIRST FLOOR AREA (SF)	SECOND FLOOR AREA (SF)
1	1,263	1,123
2	1,478	1,309
3	2,011	0
4	350	2,215



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LICENSED PROFESSIONAL SURVEYOR

FLOOR PLANS
SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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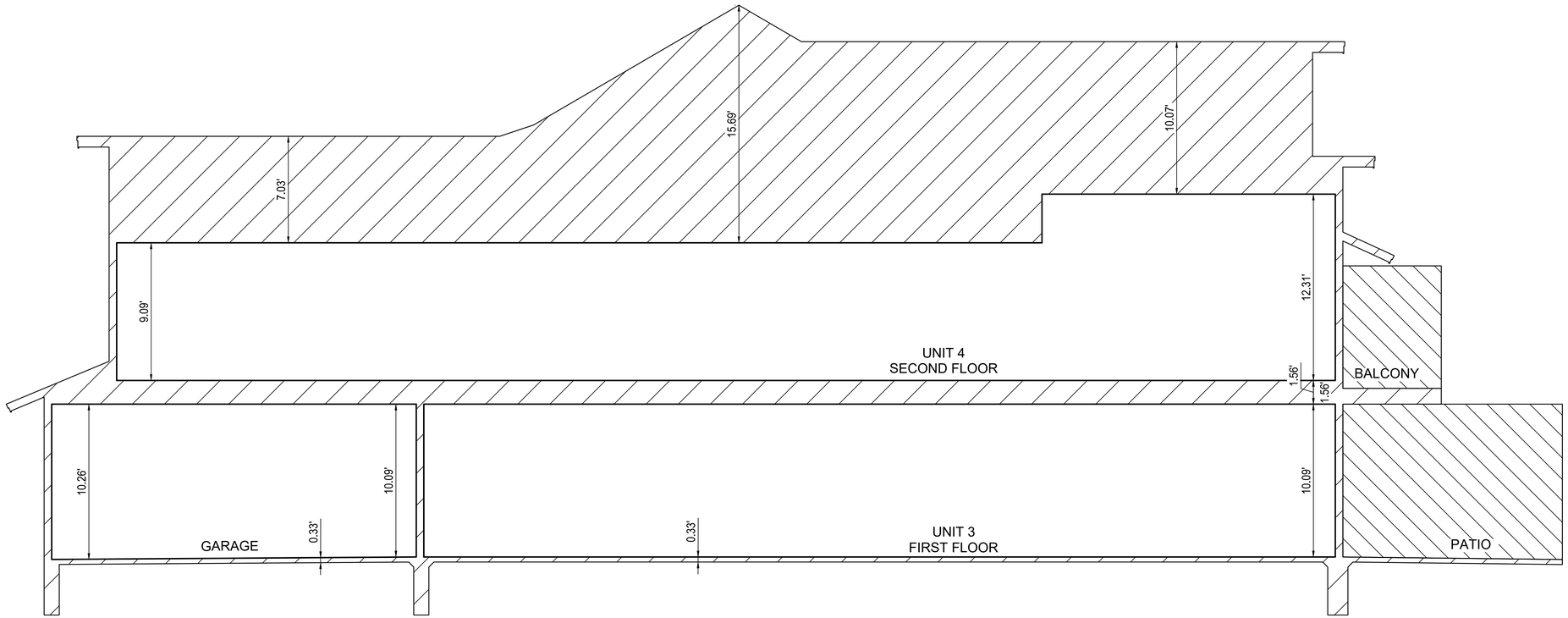
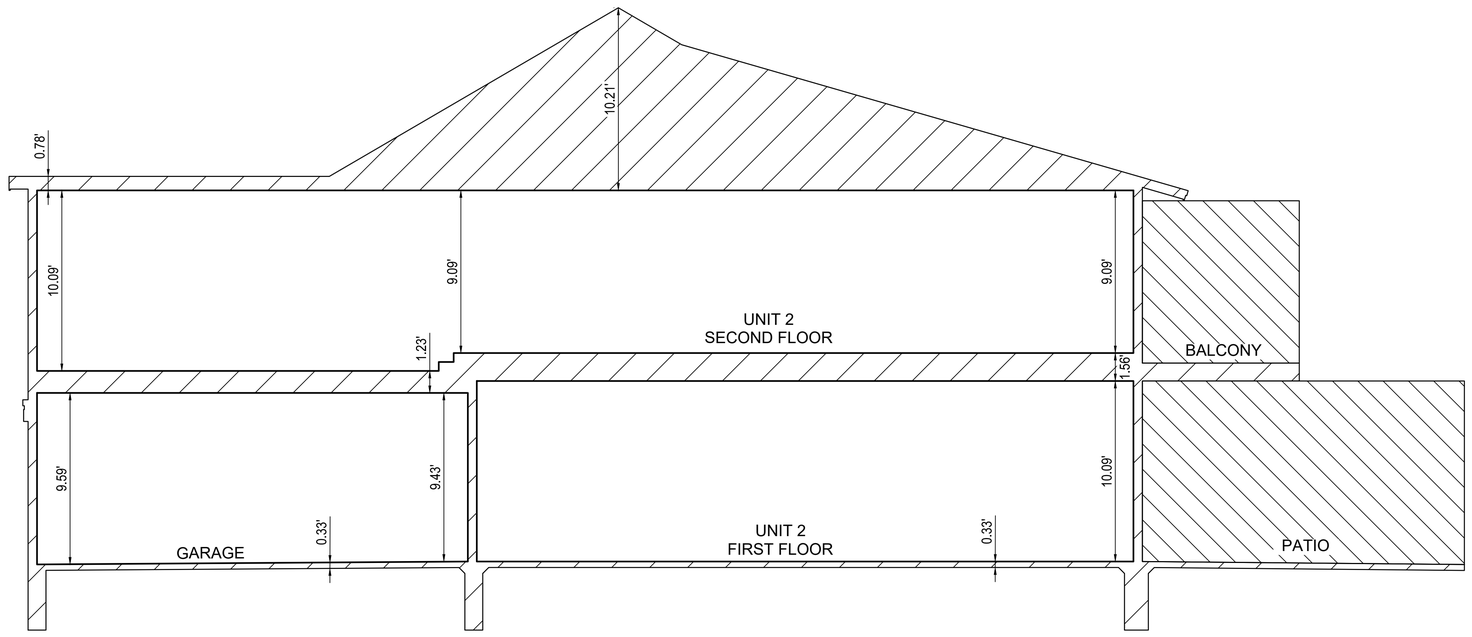


SECTION 1-1



SECTION 1-1

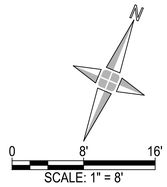
LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.



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SECTIONS
SNUG HARBOR ORION CONDOMINIUM

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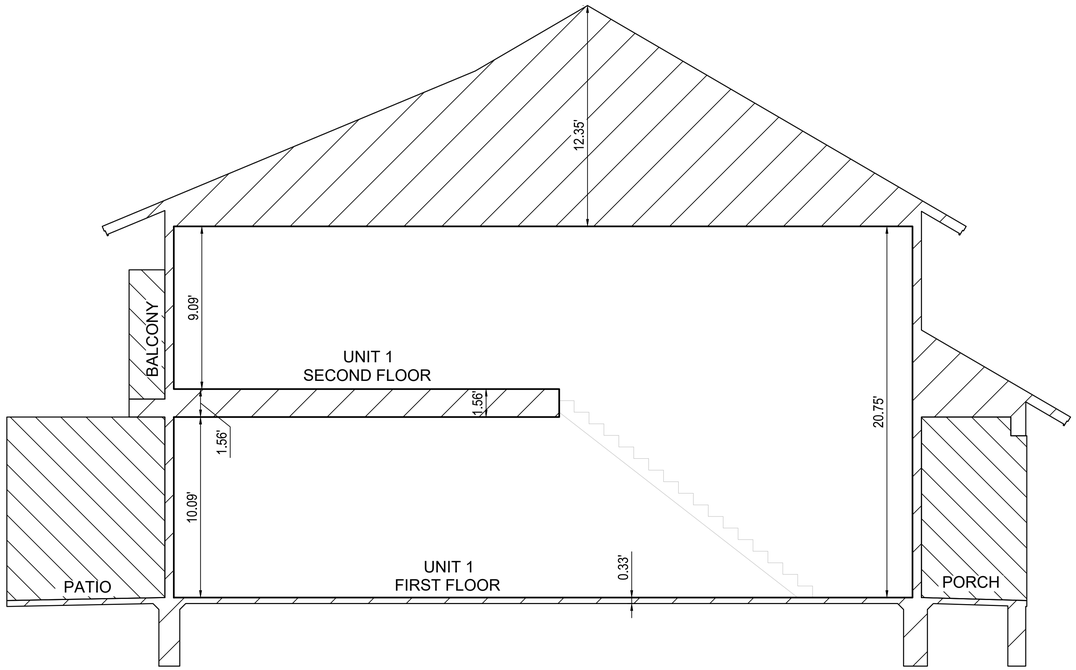

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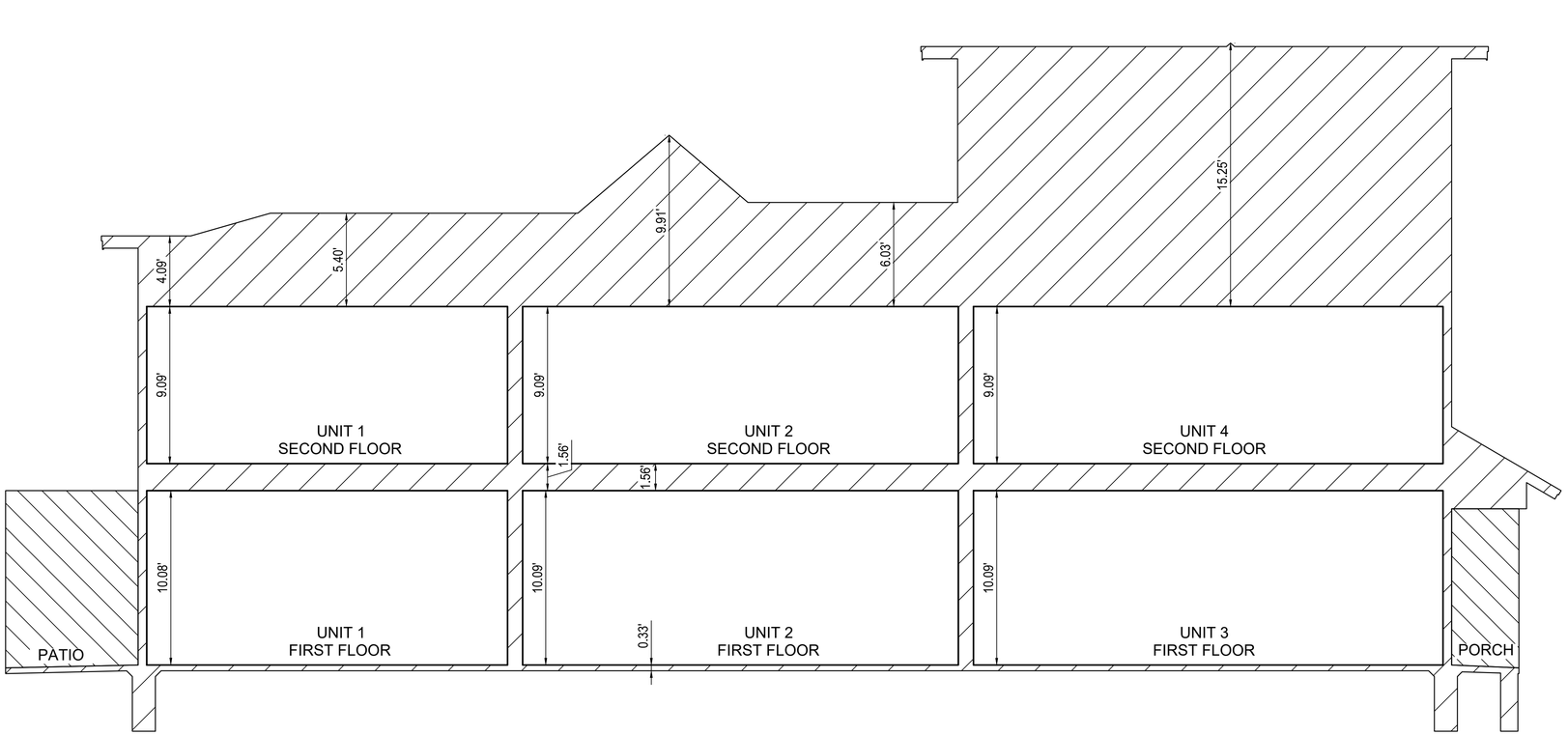


SECTION 4-4

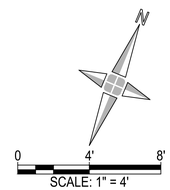
LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.



SCALE: 1" = 4'

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SECTIONS

SNUG HARBOR ORION CONDOMINIUM

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Civil Engineers | Land Surveyors | Land Planners | Geospatial Engineers
48680 Van Dyke, Ste 200 Shelby Twp, MI 48317 | P: 844-416-3364 | www.nfe-engr.com

September 29, 2025

Planning Commission
Village of Lake Orion
21 E. Church St.
Lake Orion, MI 48362

RE: Snug Harbor Orion Condominium
Master Deed & Exhibit B Review #1
NFE Job No. O039

Dear Commissioners:

We have reviewed the Master Deed and Exhibit B drawings for the proposed Snug Harbor condominium conversion. The documents are prepared for Units 1 through 4, as previously approved via site plan process as a "for lease" apartment building. The Master Deed indicates the project as a Contractible Condominium project, allowing the Developer to contract the project to as few as two (2) units. Our comments are as follows:

Master Deed and Bylaws:

1. The legal description may require minor revision. See markup for comments and coordinate with Exhibit B.
2. The Developer name is not consistent between the introductory paragraph, Article 3.K, and the Cover Sheet of Exhibit B.
3. Per the approved site plan and per recent discussion with the Fire Marshal, the building is (or will be) fire suppressed. The fire suppression system should be specified as a general common element.
4. We note that Article 7 refers to easements for Water Supply System and Sanitary Sewer System. Water supply and sanitary service to the building is via a single common lead to each utility, not via extension of main lines, and no easements are being granted to the Village.
5. We note that, while the Bylaws do not expressly refer to potential solar power installations, Article 6.03 (Architectural Control) requires approval of the Developer or Association for any exterior alterations or modifications. This may be in conflict with Michigan's Homeowner's Energy Policy Act (HEPA) which became effective April 1, 2025.

Exhibit B: Applicable to all sheets; each sheet shall bear the legible seal and signature of the professional responsible for the preparation of that sheet. We recognize this may not be provided until plans are deemed approved for recording.

Cover Sheet

6. See the markup.
7. See comment 2.

Survey Plan

8. Surveyor's Certificate must include the condominium by name as well as number.

Site Plan

9. Utility service leads are currently noted “Need not be built”. As the water and sanitary leads serve the entire building and are general common elements, they must be built for any unit to function.
10. The unit areas shown are contradicted by the information on the Floor Plans, and need not be shown on the Site Plan except for site condominium developments, per the Condominium Act. Avoid contradictory information.
11. See comments on markup.

Utility Plan

12. See comments 9 and 10.
13. Minimum lettering size is 0.14” on full size plans in order to remain readable when reduced. See markup regarding labeling existing utilities.

Floor Plans and Sections

14. Sheet 6 title does not match the list of plans on the Cover Sheet.
15. See sheet 8 for mislabeled building section.

We recommend the condominium documents be revised and resubmitted to address the above comments.

If you have any questions, please do not hesitate to contact us.

Sincerely,
NOWAK & FRAUS ENGINEERS

Wendy E. Spence, PE
Sr. Project Manager

Enclosure: Marked condo plans, Master Deed

CC: Mario Ortega, Planning and Zoning
Wesley Sanchez, DPW Director
Mary Kucharek, Village Attorney
Mark Amundson, Lake Orion Police
Jeffrey Williams, Fire Marshall, Orion Township
David Goodloe, Building Official, Orion Township
Sonja Stout, Clerk, Village of Lake Orion
John Redash, PS, Giffels Webster

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MASTER DEED

SNUG HARBOR ORION CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

This Master Deed ("Master Deed") is made and effective June ___, 2025, by **ORION SNUG HARBOR LLC**, a Michigan domestic limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326.

WITNESSETH:

WHEREAS, Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article 2 below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Act (as defined herein).

NOW, THEREFORE, upon the recording of this Master Deed, Developer establishes Snug Harbor Orion Condominium under the Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns that is expressly designated as such in writing, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE 1.
TITLE AND NATURE

A. The Condominium shall be known as Snug Harbor Orion Condominium, Oakland County Condominium Subdivision Plan No. _____. The Condominium is established in accordance with the Act and shall contain 4 Units, numbered 1 through 4.

B. The Units contained in the Condominium, including the number, boundaries, dimensions, and volume of each Unit are set forth in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-Owners of the Common Elements of the Condominium and certain

exclusive rights with respect to Limited Common Elements as designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement that is labeled “need not be built” on the Condominium Subdivision Plan.

C. Co-Owners shall automatically have voting rights in Snug Harbor Orion Condominium Association as set forth herein, in the Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE 2.
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land lying within the Village of Lake Orion, Oakland County, Michigan, described as follows:

LOT 22 AND LOT 23, EXCEPT THAT TAKEN FOR ROAD OFF THE SOUTHERLY SIDE, MEASURING 1.0 FEET WIDE ON THE EASTERLY SIDE AND 3.4 FEET ON THE WESTERLY SIDE OF SAID LOT 22, AND 1.0 FEET WIDE ON THE WESTERLY SIDE RUNNING TO THE SOUTHEAST CORNER OF SAID LOT 23, OF "THE CUTCHEON SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 27, PAGE(S) 8 OF PLATS, OAKLAND COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 SAID P0INT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEIGHTS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE NORTH LINE OF HEIGHTS ROAD; (1) SOUTH 63 DEGREES 49 MINUTES 02 SECONDS WEST, 35.57 FEET ; AND SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, 89.67 FEET TO A TRAVERSE POINT "A" FOR THE SOUTHEASTERLY WATERS EDGE OF LAKE ORION; THENCE CONTINUING SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, APPROXIMATELY 8 FEET TO THE WATER'S EDGE OF LAKE ORION; THENCE NORTHEASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 206 FEET TO A POINT ON THE EAST LINE OF LOT 23 AND APPROXIMATELY 6 FEET NORTH OF A TRAVERSE POINT “B”; SAID WATER'S EDGE BEING TRAVERSED BETWEEN POINT “A” AND “B” ALONG THE FOLLOWING THREE (3) COURSES: 1) NORTH 20 DEGREES 16 MINUTES 46 SECONDS EAST, 8.83 FEET; AND (2) NORTH 11 DEGREES 56 MINUTES 11 SECONDS WEST, 68.50 FEET; AND (3) NORTH 31 DEGREES 25 MINUTES 02 SECONDS EAST, 115.31 FEET; THENCE FROM TRAVERSE POINT “B” SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 137.54 FEET ALONG THE EAST LINE OF SAID LOT 23 TO THE POINT OF BEGINNING AND CONTAINING 0.289 ACRE MORE OR LESS.

Commented [WS1]: See Ex B markup; “Beginning” may be correct term and label.

Commented [WS2]: Missing second leg label “(2)”

Tax Parcel No.: 09-11-403-006
Commonly known as: 160 Heights Road, Village of Lake Orion, MI 48362

ARTICLE 3.
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Snug Harbor Orion Condominium

Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

B. "Association" means the Michigan nonprofit corporation, Snug Harbor Orion Condominium Association, of which all Co-Owners shall be members, which Association shall administer, operate, manage, and maintain the Condominium as provided herein. The Association shall administer, operate, manage, and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors, unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

C. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Condominium Bylaws (defined below) of Snug Harbor Orion Homeowners Association pertaining to the operation of the Association as a Michigan nonprofit corporation.

D. "Common Elements" means the portions of the Condominium other than the Units as depicted on the Plan attached as **Exhibit B**, and does not refer to Units or improvements located within Units unless otherwise set forth in the Master Deed. Common Elements consist of two types, Limited and General, as defined herein and as designated on **Exhibit B**.

E. "Condominium" means “Snug Harbor Orion Condominium” as a condominium established pursuant to the provisions of the Act, and includes the land, building, and all improvements and structures thereon, and all easements, rights, and appurtenances included within the Condominium.

F. "Condominium Bylaws" means **Exhibit A** attached to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, as well as those provisions constituting the Association Bylaws defined above.

G. "Condominium Documents" means this Master Deed and the Exhibits hereto and the Articles of Incorporation and corporate bylaws of the Association.

H. "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements and easements.

I. "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B** hereto and, more precisely, consists of the space between the inner sides of the studs of the outer and demising walls of each Unit, above the subfloor and below the underside of the drywall or other ceiling material hung from the floor/ceiling assembly.

J. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term Co-Owner includes land contract vendees of Units. Developer is a Co-Owner so long as Developer owns one (1) or more Units.

K. "Developer" means Snug Harbor Orion LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns that it expressly designates as such in writing. All development rights reserved to Developer in the Condominium Documents are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Condominium Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

Commented [WS3]: Verify name and match between Exhibit B and Master Deed. See first page ("Orion Snug Harbor")

L. "Development Rights" means Developer's rights to develop the Condominium as distinguished from Developer's rights as a Co-Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights (i) arising from the Act, the Condominium Documents, or any other source to develop, expand and/or convert the Condominium, (iii) all rights to maintain offices and signs on the Condominium premises, (iv) all easements, and similar rights to use the Condominium for purposes related to its development and (v) all rights to amend the Condominium Documents.

M. "Easements" means all easements granted, reserved, provided for, declared, or created pursuant to or in accordance with the terms and provisions of this Master Deed.

N. "General Common Elements" means a portion of the Common Elements other than the Limited Common Elements as depicted on the Plan attached as **Exhibit B**.

O. "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of fewer than all of the Co-Owners as depicted on the Plan and/or as described herein, subject to the easements established by Article 7 of this Master Deed.

P. "Master Deed" means this document to which the Bylaws and the Plan are attached as Exhibits.

Q. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

R. "Parking Garages" means the enclosed spaces within the Condominium designated for parking vehicles, which are identified in **Exhibit B**, and which are included within Units.

S. "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

T. "Person" means an individual, firm, corporation, partnership, association, limited liability company or trust, the state or an agency of the state, other legal entity, or any combination thereof.

U. "Plan" means Condominium Subdivision Plan as defined above.

V. “Residence” means the residential dwelling and its appurtenances constructed within the confine of each Unit.

W. "Sales Period" means the period commencing with the recording of this Master Deed and continuing until the date that is one (1) year following the sale of the last Unit in the Condominium by the Developer, or the time at which the Developer no longer offers a Unit in the Condominium for sale, whichever happens sooner.

X. "Sanitary Sewer System Easement" means a perpetual and permanent easement in favor of the Sanitary Sewer System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the sanitary sewer system in the Condominium and any related appurtenances, in any size, form, shape or capacity.

Y. "Sanitary Sewer System Easement Grantee" means, with respect to the grant of the Sanitary Sewer System Easement, the Village, and the Village's successors, assigns, and transferees.

Z. "Telecommunications System" means any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), or any combination thereof, installed by or on behalf of Developer or pursuant to any grant of easement, or authority by Developer within the Condominium and serving more than one Unit.

AA. "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer:

BB. “Village” means the Village of Lake Orion, Michigan.

CC. “Water Supply System Easement” means a perpetual and permanent easement in favor of the Water Supply System Easement Grantee for the purposes of developing, establishing, constructing, repairing, and maintaining the water supply system in the Condominium, and any related appurtenances, in any size, form, shape, or capacity.

DD. “Water Supply System Easement Grantee” means, with respect to the grant of the Water Supply System Easement, the Village, and the Village’s successors, assigns, and transferees.

ARTICLE 4.
COMMON ELEMENTS AND RESPONSIBILITIES

The Common Elements of the Condominium described in **Exhibit B** attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 1. **General Common Elements**. The General Common Elements are:

A. The land described in Article 2, all structural components of the Condominium building and other areas of the Condominium depicted as General Common Elements in the Plan attached hereto as **Exhibit B**, including, but not limited to, roof, foundations, supporting columns, Unit perimeter walls, up to and including the wall studs, floor/ceiling assemblies, including any column contained within any interior walls of a Unit, and all landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or Units.

B. The electrical, gas, water lines up to the point where a water line services only one Unit, sanitary sewer system to the point of connection with facilities serving individual Units, including above and below ground systems and all sanitary plumbing stacks or lines from their point of connection to sinks and toilets within a Unit, throughout the Condominium (up to the point of lateral connection for service of a single Unit), and Telecommunications System, if any, throughout the Condominium, including that portion contained in the Unit walls up to the point of connection with outlets within the perimeter walls of a Unit. Some or all of the utility lines, systems, and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Accordingly, such utility lines, systems, and mains shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

Commented [WS4]: Per approved site plan and discussion with Fire Marshal, the building is to be fire suppressed. Fire suppression system should be called out as a general common element.

C. Exterior Lighting. The exterior lighting throughout the Condominium, including all lighting fixtures and related equipment.

D. All easements that are appurtenant and benefit the Condominium pursuant to established easement agreements, declarations, reciprocal or otherwise, are General Common Elements, unless provided for otherwise therein.

E. If any meter, appliance, or fixture services the Condominium as a whole and not solely a single Unit, then such meter, appliance, or fixture shall be a General Common Element.

F. Such other elements of the Condominium not herein designated as Limited Common Elements and not within the boundaries of a Unit and which are intended for common use are necessary for the existence, upkeep, and safety of the Condominium.

Section 2. **Limited Common Elements**. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner or Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

A. Outside porches and/or patios, as the case may be, excluding structural components and framing thereof.

B. The window glass and window frames and the glass and frames of glass sliding doors, which are located at or on the perimeter of a Unit.

C. Driveway approaches that may be located outside of the Unit's boundaries they serve are Limited Common elements appurtenant to the Unit they serve.

D. Garage Area of a Residence intended for the use of the Unit Owner.

E. Unit 4's Deck Area, as depicted in Exhibit B, near the shoreline of Lake Orion.

F. Each furnace located within a Unit and the entire heating, ventilation, and air conditioning systems and their component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-Owner of the Unit served by the system. Each air conditioning compressor and its pad, related cables, and other components are restricted in use to the Co-Owner of the Unit of such air conditioning compressor services.

G. Any other amenity or appurtenance, if any, outside of a Unit that is identified as a Limited Common Element on the Condominium Subdivision Plan attached as **Exhibit B**, unless otherwise described in this Master Deed.

Section 3. **Association Responsibilities**. The responsibility for the full cost of maintenance, decoration, repair, and replacement of the General Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and such costs shall be assessed to the Co-Owners in proportion to their respective Percentages of Value as provided in the Condominium Documents.

A. The Association shall maintain, repair, and replace the General Common Elements of the Condominium in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, and the provisions of the Condominium Documents and in a manner consistent with the standards of other first-class residential developments of comparable size in the Orion, Michigan area. The Association may retain the services of a property management company to supervise, operate, manage, repair, replace, and maintain the Common Elements.

B. The Association shall procure insurance as provided in the Bylaws. In the event of an insured casualty, the Association shall restore improvements to the extent of the insurance provided for such improvements as provided in the Bylaws.

C. The Association shall have the right to temporarily prevent access to any of the Common Elements for a reasonable period of time for repairs, maintenance, or replacement of the Common Elements, or as may be legally necessary, in the opinion of the Association's legal counsel, to prevent the acquisition of prescriptive rights by anyone. In no event shall access to a Unit be prevented, unless (and only to the extent) mandated by an emergency situation.

D. The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned Percentage of Value appertaining to each Unit as provided in Section 69(3) of the Act.

E. The Association shall have specific responsibility to decorate, maintain, repair, and replace the following items, and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-Owner in an outdoor living area) in accordance with the Bylaws, including lawn mowing, edging, seasonal cleanup, mulching, fertilization, pest control, and weed control.

(2) All sidewalks, retaining walls, and boundary fences, if any, within the boundaries of the Condominium.

(3) Snow removal from the driveways and any sidewalks. The Condominium has no roads but has ingress and egress by means of driveways adjacent to Heights Road.

(4) The structural components of the Condominium building, the exterior façade, and siding, including garage doors, roof decking, shingles, flashing and venting, downspouts, and trim of the building, railings, the foundation and basement walls, patio/porch supports, and the concrete pads upon which air-conditioning compressors are situated, if any.

(5) The mailboxes and/or mailbox stands, as the case may be, if any, assigned to each Unit shall initially be installed by the Developer and may not be changed without prior written approval of the Developer before the Transitional Control Date and thereafter by the Association; provided that no change shall be made to any mailbox or mailbox stand in the absence of such approval as may be required by the United States Postal Service.

(6) Exterior lights, including ground lights along the exterior walkways and other on-site lighting, including light bulbs, ballasts, and low-voltage transformers.

(7) Electricity, gas, water, sanitary sewer, and telecommunication services used in the operation of the Condominium building and land as a whole.

(8) Electric, gas, water, plumbing, and telecommunication lines and equipment up to the point of connection with individual Units.

(9) Management charges assessed by governmental authority against the Condominium land and building, if any, unless such charges are contained in Unit water bills or otherwise charged against individual Units, in which case the charge shall be paid by each Co-Owner.

(10) The area located between the driveways for Unit 3 and Unit 4.

(11) All other items identified above in Section 1 of this Article 4 as General Common Elements.

F. The Association shall not be obligated to reimburse any Co-owner for repairs made or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by a management company hired by the Association.

G. Any other unusual common expenses benefiting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

H. Utility companies and governmental units furnishing services such as water, electricity, gas, oil, telephone, internet, cable television, or services upon the sanitary waste system shall have access to the Common Elements and the Units as may be reasonably necessary for the installation, repair, or maintenance of such services. Any costs, including damage to any Common Element, incurred in the installation, repair, or maintenance of the portion of utility systems or driveways designated as Limited Common Elements shall be the responsibility of the Co-owner(s) of the Unit(s) to which said Limited Common Elements are appurtenant.

Notwithstanding the foregoing and notwithstanding the provisions of Section 4 below, in the case of a major fire and other casualty covered by the Association's insurance for which the Association is responsible as described in Article 5 of the Bylaws, the Association shall be responsible for the restoration.

Section 4. **Co-Owner Responsibilities**. Each Co-Owner of a Unit shall have the responsibility to decorate, maintain, repair, and replace the following items:

A. All appliances within a Unit and supporting hardware, including, but not limited to, furnaces, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, humidifiers, air cleaners, air conditioners, thermostats, alarm systems, the intercom equipment within a Unit, if any (whether located within or outside of a Unit).

B. The Unit entry doors, windows, door-wall frames and glass, screens, and related hardware within or leading to the individual Unit or to an appurtenant outdoor living area, and all drywall attached to vertical wall studs of the Unit’s perimeter walls, all interior walls and doorways, drop ceilings, and floor coverings.

C. All electrical fixtures or appliances within an individual Unit, including, but not limited to, lighting fixtures, switches, outlets, antenna outlets, circuit breakers, and the wiring from the circuit breaker to the Unit’s electrical outlets.

D. Any electrical outlets connected to an individual Unit's electrical meter located on the exterior of the Unit, including, without limitation, any outlets in the outdoor living areas.

E. All plumbing fixtures, including shut-off valves, rings, traps, and washers, located within a Co-Owner's Unit.

F. All cabinets, counters, interior doors, closet doors, vanities, sinks and related hardware, all tile and/or wood floors or walks, and walls.

G. All improvements or decorations, including, but not limited to, paint, wallpaper, wood floors, carpeting, carpet pads, trim, and millwork.

H. Individual Unit water and sanitary drain lines located within Unit perimeter walls, excluding vertical plumbing stacks servicing more than one (1) Unit.

I. The interior of a Parking Garage shall be maintained by the Co-Owner of the Unit to which the garage has been designated. The Parking Garage's floor shall be maintained, repaired, or replaced by the Co-Owner of the Unit to which the garage has been designated.

J. The repair and/or replacement of the driveway shall be the responsibility of the Co-Owner whose Unit is served by the driveway.

K. The exterior patio and porches of a Unit are to be kept in a clean manner, free of debris. The Co-Owner of Unit 4 shall maintain the Deck Area.

L. All other items not specifically enumerated above but which are located within an individual Unit's perimeter walls.

M. Co-Owner's may renovate their Unit provided the proposed renovations do not in any way affect the Common Elements, weight-bearing walls, mechanical systems, utility services, easements, exterior walls, or structural integrity of the Condominium and they submit to Developer or the Association's Board of Directors, as the case maybe, Co-Owner's renovation plans for written approval. A Co-Owner is responsible for all expenses incurred in renovating a Unit, including the Association's expenses incurred by its review, construction costs, building permits, and amending the Condominium Documents, if necessary. All Co-Owner renovations and other improvements shall be conducted in accordance with the Bylaws and the Rules and Regulations of the Condominium.

N. The costs of decorating, maintaining, repairing, or replacing all of the interior surfaces designated as Limited Common Elements in Article 4, Section 4, shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant. In the event a Co-Owner does not maintain its Limited Common Elements for which it is responsible to maintain or decorate in a manner which is aesthetically acceptable and in accordance with the maintenance standards of the Association, the Association has the right to take action it deems necessary to bring such Limited Common Elements to the standard of the Condominium and to charge all costs incurred to the Co-Owner responsible for maintenance and decoration.

O. Notwithstanding anything herein to the contrary, the costs of repair and replacement of any drywall damaged from the inside of a Unit as a result of impact or penetration resulting from occurrences within a Unit shall be borne by the Co-Owner of that Unit.

P. Each Co-Owner shall bear the cost of water, sanitary sewer, electricity, gas, telecommunications services, and all real estate taxes and special assessments assessed against a Co-Owner's Unit.

Section 5. **Appearance of Building Exterior**. The exteriors of each Unit in the Condominium will be maintained and kept in good order by the Association. The Association may designate one or more persons to act as an Architectural Control Committee, which shall

have the right to grant or withhold consents and promote a sightly appearance of the Condominium.

ARTICLE 5.
USE OF UNITS AND COMMON ELEMENTS

Every Co-Owner and, as applicable, its guests, invitees, and tenants, shall use its Unit and the Common Elements in any manner consistent with the purpose of the Condominium, Master Deed, Bylaws, Rules and Regulations adopted from time to time pursuant to the Bylaws, zoning and other ordinance of the Village, State and Federal laws and regulations, or in any manner which interferes with or impair the rights of any other Co-Owner(s) in the use and enjoyment of their Unit and Common Elements

ARTICLE 6.
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of four (4) residential Units. Each Unit is delineated on the Condominium Subdivision Plan with heavy outlines and is otherwise described in the Definitions of this Master Deed. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-Owner in the proceeds and expenses of the Association. The Percentage of Value shall also be determinative of the portion of each Co-Owner's vote at meetings of the Association and the undivided interest of the Co-Owner in the Common Elements. Each Co-Owner's Unit's Percentage of Value shall be equal to that of each other Co-Owner, subject to the following. Units may be combined (subject to the limitations on alterations and modifications of Units in the Condominium Documents), but shall not be subdivided. Upon any combination of two (2) or more Units, the resulting Unit shall have a Percentage of Value which is the sum of the Percentages of Value of the original Units.

ARTICLE 7.
EASEMENTS, RESTRICTIONS, AND AGREEMENTS

The Condominium is subject to the following easements, restrictions, and agreements:

A. **Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Village, Oakland County and all utility companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all roads, walks and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all roads, walks, boardwalks and utility lines in the Condominium, including, without limitation, the Telecommunications System, all water, gas, electric and sanitary sewer lines, all of which easements shall be for the benefit of the Condominium (including Mortgagees of any Unit). These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.**

B. Developer hereby reserves and declares a perpetual and permanent Water Supply System Easement in favor of the Water Supply System Easement Grantee, in,

over, under and through the Common Elements of the Condominium, as shown on the Condominium Subdivision Plan. To the extent necessary the Water Supply System Easement may not be amended or revoked except with the written approval of the Water Supply System Easement Grantee. The Water Supply System Easement Grantee shall have the right to sell, assign, transfer or convey the Water Supply System Easement to any other governmental unit. Developer and Co-Owners shall not build or convey to others any permission to build any permanent structures on the Water Supply System Easement. Co-Owners shall not build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Water Supply System Easement Grantee under the Water Supply herein reserved and declared. The Water Supply System Easement Grantee shall have the right of entry on, and to gain access to, the Water Supply System Easement and all persons acquiring any interest in the Condominium, including without limitation all Co-Owners and Mortgagees, release the Water Supply System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the water supply system or otherwise arising from or incident to the exercise by the Water Supply System Easement Grantee of its rights under the Water Supply System Easement, and all Co-Owners covenant not to sue the Water Supply System Easement.

C. Developer hereby reserves and declares a perpetual and permanent Sanitary Sewer System Easement in favor of the Sanitary Sewer System Easement Grantee, in, over, under and through the Common Elements of the Condominium as shown on the Condominium Subdivision Plan to the extent located in the Condominium. The Sanitary Sewer System Easement may not be amended or revoked except with the written approval of the Sanitary Sewer System Easement Grantee. The Sanitary Sewer System Easement Grantee shall have the right to sell, assign, transfer or convey the Sanitary Sewer System Easement to any governmental unit. Developer and Co-Owners shall not build or convey to others any permission to build any permanent structures on the Sanitary Sewer System Easement. Co-Owners shall not build or place any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either impair or threaten to impair, obstruct, or adversely affect the rights of the Sanitary Sewer System Easement Grantee under the Sanitary Sewer Easement herein reserved and declared. The Sanitary Sewer System Easement Grantee shall have the right of entry on, and to gain access to, the Sanitary Sewer System Easement and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees, release the Sanitary Sewer System Easement Grantee from any and all claims to damages in any way arising or incident to the construction and maintenance of the sanitary sewer system or otherwise arising from or incident to the exercise by the Sanitary Sewer System Easement Grantee of its rights under the Sanitary Sewer System Easement, and all Co-Owners covenant not to sue the Sanitary Sewer System Easement Grantee for any such damages.

The rights granted to the Water Supply System Easement Grantee and the Sanitary Sewer System Easement Grantee under this Article 7, Sections A, B, and C above may not be amended without the express written consent of the Water Supply System Easement Grantee, with respect to the Water Supply System Easement, and without the express written consent of the Sanitary Sewer System Easement Grantee, with respect to the Sanitary Sewer System Easement. Any purported amendment or modification of the rights granted under this section shall be void and without legal effect unless agreed to in writing by the Water Supply System Easement Grantee or the Sanitary Sewer System Easement Grantee, as the case may be.

Commented [WS5]: Note: All sanitary and water service to the site is via leads only, not main lines. Therefore, there is no easement to the Village for either sanitary service or water service. These related paragraphs may be moot.

D. Developer reserves the right and power to enter into agreements concerning, grant easements over, or dedicate, portions of any of the General Common Elements as may be necessary or desirable: (i) to meet governmental requirements, (ii) in furtherance of the coordinated maintenance and operation of the entire development within which the Condominium is located, (iii) for utility, drainage, conservation, street, safety or construction purposes, (iv) for road and road rights of way purposes, (v) for any purposes consistent with the development of the Condominium or of benefit to the Condominium or its Co-Owners in the judgment of the Developer, and (vi) for the establishment of a Telecommunications System, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such agreements, easements and dedications. Developer shall have the right, but not the obligation, to convey, transfer, sell, lease, or assign all or any portion of the Telecommunications Systems (if any) located within the Condominium, or all or any portion of the rights, duties, or obligations thereto to the Association or any other person or entity.

E. 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, reconstruction, or repair, reciprocal easements shall automatically exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-Owners and Mortgagees shall be deemed to have consented to such easements. There shall be permanent, nonexclusive easements to, through, and over those portions of the land, structures, buildings, improvements, and walls contained therein for the installation, maintenance, and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, the Telecommunications System, and telephone and cable television lines. There shall exist easements of support with respect to any Unit interiors that support a Common Element.

F. The Developer, the Association and all public and private utility companies shall have such easements over, under, across, and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market, and operate any Units within the land described in Article 2 hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

G. An easement shall exist for the benefit of the Co-Owners, the Village, any emergency service agency, and other governmental units, over the roads and land described in Article 2 in the Condominium for use by the Village, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services, and all other lawful governmental and private emergency services to the Condominium and all Co-Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

H. Easements for the construction, installation, and maintenance of public utilities and for drainage facilities are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Village or governmental agency with control thereof, no structure, planting, or other material shall be placed or permitted

to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others.

I. A Co-Owner shall be prohibited from transferring the Parking Garage designated to its Unit to another Unit or a third party that does not own a Unit in the Condominium.

ARTICLE 8.
CONVERTIBLE AREAS

Section 1. **Convertible Areas**. The General Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted, combined, and created. The Developer reserves the right, but not an obligation, to convert the Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording the original Master Deed, to modify the number, type, size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements thereof. The maximum number of Units in the Condominium may not exceed 4 Units.

Section 2. **Amendment of Master Deed**. All modifications to the Condominium resulting from or allowed by this Article shall be made by the Developer through amendment(s) to this Master Deed, which amendments may include unilateral adjustments by the Developer in formulas used to determine percentages of value within the Condominium to reflect such changes in the overall makeup of the Unit mix. Any such amendment(s) shall be made solely by the Developer without the necessity of the consent of or execution by any other person now or hereafter interested in the Condominium, whether as owner, mortgagee, or otherwise. All of the Co-owners and mortgagees of Units and other persons interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed as may be necessary to effectuate the foregoing. All such interested persons irrevocably appoint the Developer or its successors or assigns as agent or attorney for the purpose of the execution of such amendment(s). Any amendment to the Master Deed that alters the number or type of Units in the Condominium shall, if necessary, readjust the existing percentages of value of Units and the formulas used to determine them, to preserve a total value of one hundred (100%) percent for the entire Condominium.

ARTICLE 9
CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract**. The Condominium is a “Contractible Condominium” under the Condominium Act. The Developer reserves the right, but not an obligation, to contract the Condominium to as few as two (2) Units. There are no restrictions or limitations on the Developer's right to contract the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and mortgagees of Units and persons otherwise interested or that become interested in the

Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units that the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns as agents and attorney for the purpose of executing such amendment or amendments and all other documents necessary to effectuate the foregoing. Such amendment or amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits.

Section 2. **Recording of Amendment**. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, and not later than one (1) year after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

Section 3. **Timeframe in which to Contract**. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of the original Master Deed.

Section 4. **Adjustment to Percentages of Value**. Any amendment to the Master Deed which alters the number of Units in the Condominium shall, if necessary, proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article 6 of this Master Deed, as amended from time to time.

ARTICLE 10.
AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

Section 1. **Amendments**. Subject to the limitations herein stated, amendments may be made by the Developer or, after the Transitional Control Date, by the Association.

Section 2. **Co-Owner and Mortgagee Consents**. If the amendment will materially change the rights of the Co-Owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of all Co-Owners entitled to vote as of the record date of such vote and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). An amendment that does not materially change the rights of a Mortgagee includes, but is not limited to, any amendment to the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of the Unit affected by the amendment. With regard to those amendments on which a Mortgagee is entitled to vote, a Mortgagee shall have one vote for each mortgage held. Determination of when a Mortgagee is entitled to vote on an amendment and the procedure for obtaining Mortgagee votes shall be governed by Sections 90(2) and 90a of the Act.

Section 3. **By Developer**. Notwithstanding Section 2 above, but subject to the limitation of Section 4 below, during the Sales Period, Developer reserves the right to amend

this Master Deed or any of its Exhibits for any of the following purposes without the consent of the Co-Owners or Mortgagees:

A. To modify the dimensions and boundaries of Units owned by Developer and the Limited Common Elements adjoining or appurtenant to unsold Units or to combine Units;

B. To modify the dimensions and boundaries of Units in order to enclose building structures or improvements which were intended to be within the Units;

C. To amend the Bylaws, subject to any restrictions or amendments stated in this Master Deed or the Bylaws;

D. To correct arithmetic errors, typographical errors, survey errors, or any other errors in the Master Deed, Plan or Bylaws;

E. To change or modify the improvements located in the Condominium;

F. To clarify or explain the provisions of the Master Deed or its Exhibits;

G. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

H. To locate, relocate, reconfigure and/or assign to a Co-Owner the Parking Garages, subject only to the consent of the Co-Owners having the use thereof;

I. To make, define or limit easements affecting the Condominium subject to the limitations and restrictions set forth in this Master Deed;

J. To record an "as-built" Plan showing buildings and/or improvements within the Condominium, if it is deemed desirable to do so;

K. To change a Unit's Percentage of Value, if necessary, in order to conform to the method and formula for determining Percentage of Value as stated in Article 6 above;

L. To revise the Plan, as necessary, to conform with any construction plans revising the existing configuration of the Condominium for purposes which may include combining two (2) Units which are horizontally adjacent to one another into one (1) Unit, if approved by Developer or the Association, as the case may be.

M. To expand the Condominium and to redefine Common Elements and adjust Percentage of Value in connection therewith and to make any other amendments expressly permitted by the Master Deed; and

N. To make any other amendments expressly permitted by this Master Deed or the Bylaws.

The foregoing provisions do not impose upon Developer or the Association any obligation to make such amendments.

Section 4. Notwithstanding any other provision of this Article 10, the method and formula used to determine the Percentage of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-Owner and Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements, if any, may not be modified without the Co-Owner's consent and the consent of any Mortgagee of the Unit. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer so long as the Developer owns any Units in the Condominium. Neither the Association nor Developer may make any amendment at any time which materially diminishes the rights of any Co-Owner or which materially increases the obligations of any Co-Owner without the Co-Owner's prior written consent. Co-Owners acknowledge and agree, by acceptance of a deed to a Unit, that amendments made to modify any part of the improvements proposed to be constructed in Snug Harbor Orion Condominium do not constitute a material change to any Co-Owner.

Section 5. Notwithstanding Section 2, but subject to the limitations set forth in Section 4 of this Article 10, Developer expressly reserves the right to amend this Master Deed and its Exhibits for the purpose of complying with any Village requirements or satisfying any Village requests to amend the Condominium Documents. The consent of any Co-Owner shall not be required to make such amendments and all of the Co-Owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and its Exhibits to effectuate the Village's request or requirement. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to make such amendments. These provisions give notice to all Co-Owners, Mortgagees, and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE 11.
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, including Development Rights, or by law, and the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity which succeeds to Ownership of Developer's unsold Units or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

(Signature on Following Page)

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

Snug Harbor Orion LLC, a Michigan limited liability company

By: _____
Dominic F. Moceri
Its: Authorized Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me June ___, 2025, by Dominic F. Moceri, Authorized Manager of Snug Harbor Orion LLC, a Michigan limited liability company, on behalf of said company.

_____
Print Name:_____
Notary Public, State of _____
_____Co. | Comm. Exp.:_____
Acting in _____ County

Drafted by and when recorded return to:
John J. Premo, Esq.
Kickham Hanley PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, Michigan 48073
248-544-1500

EXHIBIT A

Condominium Bylaws

EXHIBIT A TO MASTER DEED

CONDOMINIUM BYLAWS

SNUG HARBOR ORION CONDOMINIUM

ARTICLE 1.
ASSOCIATION OF CO-OWNERS

Section 1.01. **The Association**. Snug Harbor Orion Condominium, a residential Condominium located in the Village of Lake Orion, Oakland County, Michigan, shall be administered by an association of Co-Owners, which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium, subject to and in accordance with the Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation, duly adopted rules and regulations of the Association (sometimes collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-Owners and all persons using or entering upon the Condominium or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.02. **Purpose of Bylaws**. These Bylaws are designated as both the Condominium Bylaws, relating to the manner in which the Condominium and the common affairs of the Co-Owners of the Units shall be administered, as required by the Act, and the Association or Corporate Bylaws, governing the operation of the Association as a corporate entity, as required by the Michigan Nonprofit Corporation Act.

ARTICLE 2.
ASSESSMENTS

Section 2.01. **Taxes and Assessments; Expenses of Administration**. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based on such tangible personal property shall be treated as expenses of administration. Governmental special assessments and property taxes shall be assessed against the individual Units identified as Units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part of the Condominium. Governmental special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments shall comply with applicable provisions of the Act.

Section 2.02. **Expenses and Receipts of Administration**. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act,

except as modified by the specific assignment of responsibilities for costs contained in Article 4 of the Master Deed.

Section 2.03. **Determination of Assessment**. Assessments shall be determined in accordance with the following provisions:

A. **Annual Budget**. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacements of those Common Elements that must be replaced on a periodic basis and those items for which the Association is assigned responsibility under Article 4 of the Master Deed, in accordance with Subsection D below. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Co-Owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. Co-Owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. **Additional Assessments**. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Elements; or (iii) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-Owner consent, to levy assessments pursuant to the provisions of Article 5 of these Bylaws. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-Owners and shall not be enforceable by any creditors of the Association or the Co-Owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

C. **Special Assessments**. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Co-Owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (ii) assessments to provide additions to the Common Elements; or (iii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Co-Owners in good standing and entitled to vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the Co-Owners and shall not be enforceable by any creditors of the Association

or the Co-Owners except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

D. **Reserve Fund**. The Board of Directors shall maintain a reserve fund for repairs and replacements of those Common Elements that must be replaced on a periodic basis and those items for which the Association is assigned responsibility under Article 4, Section 3 of the Master Deed, which reserve fund shall be in the amount of not less than ten percent (10%) of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself). At least two (2) Directors must sign any checks or provide written authorization before any funds may be drawn from the reserve fund account. The Association may increase or decrease the reserve fund but may not reduce it below ten percent (10%) of the Association's annual budget (not including expenditures from, or payments to, the reserves). The reserve must be funded at least annually from the proceeds of the regular assessments set forth in subsection A of this Section; however, the reserve may be supplemented by additional assessments if determined necessary by the Board of Directors. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

Section 2.04. **Payment of Assessments and Penalty for Default**. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners equally without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-Owners in twelve (12) equal monthly or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment, which shall be the first (1st) day of each calendar month or such other date as may be established from time to time by the Board of Directors for any assessment. Assessments in default shall bear interest at the highest rate allowed by law (currently 7%) until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid ten (10) days after the due date, shall incur a uniform late charge of Twenty-five and no/100 Dollars ($25.00), to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise the uniform late charges from time to time and may levy additional late fees for special and additional assessments, without the necessity of amending these Bylaws. Each Co-Owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Unit while such Co-Owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, and late fees on such installments; and third, to installments in default in order of their due dates. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

Section 2.05. **Waiver of Use or Abandonment of Unit**. No Co-Owner may exempt himself from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

Section 2.06. **Enforcement**.

A. **Statutory Lien**. Sums assessed to a Co-Owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines (as allowed by the Condominium Documents or the Act), constitute a lien upon the Unit or Units owned by the Co-Owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided herein, have priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Unit owned by the Co-Owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-Owner but which became due while the Co-Owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement in the name of the Condominium on behalf of the other Co-Owners as hereinafter provided.

B. **Remedies**. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. A Co-Owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact that the Association or its agents have not provided services or management to a Co-Owner. A Co-Owner in default shall not be qualified to run for or function as an officer or Director of the Association and shall not be entitled to vote so long as such default continues. The Association may also discontinue the furnishing of any services to a Co-Owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner or any persons claiming under them, and if the Unit is not occupied by the Co-Owner, to lease the Unit and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments in accordance with these Bylaws. All remedies shall be cumulative and not alternative.

C. **Foreclosure of Lien**. Each Co-Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments, costs, and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of Section 108 of the Act, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner acknowledges that at the time of acquiring title to such Unit they were notified of the provisions of this Section 2.06 and that they voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the

Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. **Notice of Action**. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees, and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that they may request a judicial hearing by bringing suit against the Association.

E. **Expenses of Collection**. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on their Unit.

Section 2.07. **Liability of Mortgagee**. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit, or its successors and assigns, which obtains title to the Unit pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which become due prior to the acquisition of title to the Unit by such person or entity (the date of the foreclosure sale), except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 2.08. **Assessment Status upon Sale of Unit**. Upon the sale or conveyance of a Unit, any unpaid assessments, interest, late fees, fines, costs, and attorneys' fees against the Unit shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the

Unit and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, late fees, fines, costs, and attorneys' fees incurred in connection with the collection of such assessments.

Section 2.09. **Developer's Liability for Assessments**. Notwithstanding any other provision of the Condominium Documents, during the Development and Sales Period the Developer shall not be liable for payment of any assessments, general, additional, or special, levied by the Association except with respect to Unit(s) owned by the Developer and which are occupied by a tenant or other occupant for use as a residential dwelling ("Completed Units"). "Completed Units" shall mean Unit(s) with respect to which a Certificate of Occupancy for the Residence to be constructed upon the Unit has been issued by the local building department. The Developer, however, shall pay for actual expenses attributable directly to the Developer's incomplete Units, if any. Expenses of administration directly benefiting Developer's incomplete or never occupied Units shall be prorated by dividing the number of Developer's incomplete Units by the total number of Units in the Condominium to determine the Developer's attributable expense liability. The Association shall invoice the Developer for such expenses every ninety (90) days. Unpaid expenses shall not be subject to the Association's lien remedies. In no event shall the Developer be responsible for payment of any assessment, or be responsible for reimbursement of Association costs relating to funding of the reserve account, purchase of a Unit from the Developer, to fund or contribute to any litigation, or investigation costs related thereto by the Association, or for repairs and maintenance to individual Units sold to Co-Owners other than the Developer or the General Common Elements not utilized by the Developer.

Section 2.10. **Construction Liens**. Construction liens attaching to any portion of the Condominium shall be subject to the following limitations and Section 132 of the Act:

A. Except as provided herein, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-Owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE 3.
ARBITRATION

Section 3.01. **Arbitration**. Subject to Section 3.05 of this Article, disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims, or grievances arising among or between Co-Owners, or between a Co-Owner or Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act and parties thereto shall accept the arbitrator's decision as final and

binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time-to-time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to this Section shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 3.02. **Right to Judicial Action**. In the absence of the election and written consent of the parties pursuant to Section 3.01, above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances.

Section 3.03. **Effect of Election to Arbitrate**. Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 3.04. **Mediation.** Regardless of the other remedies available under these Bylaws or the Act, the parties to any dispute shall have the ability to agree to mediate any disputes. In instances involving a dispute between two or more Co-Owners that has been presented to the Association, the Association may compel the disputing Co-Owners to first attempt to mediate the dispute before considering any other action. All compelled mediation shall be conducted by qualified outside mediators at the expense of the disputing Co-Owners. In all other instances, mediation shall be totally voluntary and upon agreement of the disputing parties.

Section 3.05. **Statutory Arbitration Rights between Co-Owners and Developer.** By purchase of a Unit, Co-Owners agree as follows:

A. At the exclusive option of a Co-Owner, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, involves an amount less than $2,500.00, and arises out of or relates to a purchase agreement, Unit, or the Condominium.

B. At the exclusive option of the Association, the Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against the Developer, arises out of or relates to the Common Elements, and involves an amount of $10,000.00 or less.

C. With respect to all arbitration under this Article, (i) judgment of the Circuit Court of the State of Michigan for the jurisdiction in which the Condominium is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration, and (iii) the agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

Section 3.06. **Approval of Civil Actions.** Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws, the Association may assert, defend, or settle claims on behalf of all Co-Owners in connection with the Common Elements. The commencement of any civil action or arbitration (other than one to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of the Co-Owners and shall be governed by the requirements of this Section. The requirements of this Section will ensure that Co-

Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

A. **Board of Directors' Recommendation to Co-Owners**. The Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

B. **Litigation Evaluation Meeting**. If an attorney is to be engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The notice requirements for a regular meeting of the Association shall apply. The Board of Directors shall provide to all Co-Owners in advance of such meeting all necessary information related to the proposed civil action so as to allow Co-Owners to make an informed decision as to the merits and estimated costs of such proceeding, how the litigation will be funded, all possible alternatives to litigation, the history of actions taken to date to avoid litigation, and all opinions of experts retained or hired by the Association to give advice concerning the proposed action.

C. **Fee Agreement with Litigation Attorney**. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners prior to the litigation evaluation meeting.

D. **Co-Owner Vote Required**. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action. The commencement of any civil action by the Association (other than a suit to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of all of the Co-Owners.

E. **Disclosure of Litigation Expenses**. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual reviewed financial statements. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget and annual reviewed financial statements.

ARTICLE 4.
INSURANCE

Section 4.01. **Extent of Coverage; Responsibility for Coverage.**

A. **Association Responsibilities**.

1. **Casualty**. The Association shall insure all General Common Elements of the Condominium and all other improvements for which the Association has responsibility under Article 4 of the Master Deed against fire, vandalism, malicious mischief, and other perils covered by a standard extended coverage endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

2. **Liability, Worker's Compensation, Fidelity Bond, Directors and Officers, and Other Required Coverage**. The Association shall also carry (1) liability insurance with coverage in an amount not less than One Million Dollars ($1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium that are the Association's responsibility under Article 4 of the Master Deed, (2) worker's compensation insurance, if applicable, (3) fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds), (4) Directors and Officers Liability coverage, and (5) such other insurance as the Board of Directors deems advisable.

3. **Optional Umbrella Insurance**. The Association may purchase as an expense of administration an umbrella insurance policy which covers any risk required hereunder that was not covered due to lapse or failure to procure.

4. **Responsibilities of Co-Owners and Association**. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Co-Owners shall obtain additional insurance upon their Units, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-Owner's responsibility to obtain insurance coverage for personal property located within a Unit or elsewhere in the Condominium and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

5. **Amount of Insurance on Common Elements**. All Common Elements of the Condominium and all improvements which the Association is responsible to restore under Section 5.04 hereof shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value as determined annually by the Board of Directors of the

Association. The insurance may be subject to a reasonable deductible determined by the Board of Directors. Any other improvements shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article 2 hereof.

6. **Premium Expenses**. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be the expenses of administration.

7. **Benefited Parties; Notice to Mortgagees**. All such insurance shall be purchased by the Association for the benefit of the Association, the Co-Owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

8. **Insurance Records**. All information in the Association's records regarding insurance coverage on improvements for which the Association is responsible shall be made available to all Co-Owners and mortgagees upon request and reasonable notice during normal business hours.

9. **Proceeds of Association Insurance Policies**. Proceeds of all Association insurance policies shall be received by the Association, held in a separate account and distributed to the Association, the Co-Owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Condominium unless all of the affected institutional holders of first mortgages on Units have given their prior written approval.

10. **Authority of Association to Settle Insurance Claims**. Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, carried by the Association pertinent to the Condominium, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

B. **Co-Owner Responsibilities**. Each Co-Owner shall also be obligated to obtain insurance coverage for their personal liability for occurrences within the perimeter of their Unit, appurtenant Limited Common Elements, and the improvements located thereon, and also for any other personal or business insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Association as may be requested from time to time to evidence the continued existence of all insurance required to be maintained

by the Co-Owner hereunder. In the event a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-Owner and the premiums paid shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments may be collected in accordance with these Bylaws. **Co-Owners are strongly advised to consult their insurance advisors to make sure they have all necessary and appropriate coverage required by this Section.**

C. **Waiver of Subrogation; Cross-Liability Endorsements**. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association. The Association's liability insurance shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-Owners as a group to another Co-Owner.

Section 4.02. **Association as Attorney-in-Fact.** Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning any insurance carried by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear but subject always to the Condominium Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.03. **Indemnification.** Each Co-Owner shall indemnify and hold harmless the Association for all damages and costs, including attorneys' fees, which the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-Owner is required to carry coverage pursuant to this Article, and shall carry insurance to secure this indemnity if so required by the Association. This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner.

ARTICLE 5.
RECONSTRUCTION OR REPAIR IN CASE OF CASUALTY; EMINENT DOMAIN

Section 5.01. **Reconstruction or Repair Unless Unanimous Vote to the Contrary**. If any part of the Condominium shall be partially or completely destroyed, it shall be reconstructed or repaired unless it is determined by all Co-Owners and first mortgagees that the Condominium shall be terminated. Responsibility for restoration shall be as set forth in this Article 5.

Section 5.02. **Repair in Accordance with Master Deed and Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

Section 5.03. **Responsibility for Reconstruction and Repair**. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. It

is intended that the Co-Owner's responsibility for damage is limited to minor accidents in which doors, windows and drywall are broken or penetrated and not to major damage from fire or other casualty which affects common elements and other structural components. In the latter case, the proceeds of the insurance carried by the Association shall be used to restore the improvements as set forth herein, except as stated in Section 5.04 below.

Section 5.04. **Association Responsibility for Reconstruction and Repair**. The Association shall be responsible for the reconstruction and repair of the Common Elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a Unit caused by such Common Elements or the reconstruction and repair thereof. In that event, the Association shall be responsible for the restoration of the roof, outer walls, all structural components, foundation and basement walls, windows, doors, interior walls and interior side of perimeter walls (studs installed but without drywall), pipes, wires, conduits, ducts, plumbing and electrical lines, and electrical services boxes and switches, all to the point of connection with appliances, lights, and other equipment for which Co-Owners are responsible. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the repayment of the costs thereof are insufficient, assessments shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Section 5.04 may be made by the Association without a vote of the Co-Owners. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

Section 5.05. **Damage to Part of Unit Which a Co-Owner Has the Responsibility to Repair**. Each Co-Owner shall be responsible for the reconstruction and repair of the items for which the Association is not responsible on the interior of the Co-Owner's Unit, including all upgrades, flooring, floor coverings, drywall, wall coverings, window shades, draperies, interior trim, cabinetry, furniture, light fixtures, and all appliances, whether free standing or built in, the furnace, water heater, bathroom and kitchen fixtures, and air conditioning units. In the event damage to any of the foregoing, or to interior walls within a Co-Owner's Unit or to pipes, wires, conduits, ducts, or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.04. All personal property of the Co-Owner shall be covered only by the Co-Owner's separate insurance. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly subject to the rights of mortgagees.

Section 5.06. **Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.** Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-Owner's duty to insure, the responsibility for damage to any portion of the Condominium that is within the limits of any applicable insurance deductible, unless waived, and for any other

uninsured amount, shall be borne by the responsible Co-Owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or if the damage results from damage to or misuse of any of the Common Elements by the Co-Owner, or their family, guests, agents, or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or Common Elements which are the responsibility of the Co-Owner to maintain, repair, and replace. This Section shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-Owner.

Section 5.07. **Indemnification.** Each Co-Owner shall indemnify and hold the Association harmless for all damages and costs, including, without limitation, actual attorneys' fees (not limited to reasonable attorneys' fees), which the Association suffers as the result of defending any claim arising out of an occurrence on or within such Co-Owner's Unit or a Common Element for which the Co-Owner is assigned the responsibility to maintain, repair, and replace. Each Co-Owner shall carry insurance to secure this indemnity. This Section shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-Owner.

Section 5.08. **Eminent Domain**. Section 133 of the Act (to the extent not inconsistent with the following) and the following provisions shall control upon any taking by eminent domain:

A. **Common Elements Taken by Eminent Domain**. If any portion of the Common Elements is taken by eminent domain, the award shall be allowed to the Co-Owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-Owners shall be binding on all Co-Owners.

B. **Unit Taken by Eminent Domain**. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Unit.

C. **Partial Taking of a Unit**. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-Owners of such Unit shall be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-Owner and not revested in the Co-Owner pursuant to the following subsection, as well as for that portion of the Unit taken by eminent domain.

D. **Impossibility of Use of Portion of Unit not Taken by Eminent Domain**. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall appertain to the

remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire Unit.

E. **Future Expenses of Administration Appertaining to Units Taken by Eminent Domain**. Votes in the Association of Co-Owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. **Condominium Continuation after taking by Eminent Domain**. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner, but only with the prior written approval of holders of two-thirds (2/3rds) of all first mortgage liens on individual Units.

G. **Condemnation or Eminent Domain Proceeding**. In the event any Unit, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units.

Section 5.09. **Rights of First Mortgagees**. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements

Section 5.10. **Notification to Mortgagees and Guarantors.** The Association shall give the holder of any first mortgage and any guarantors of the mortgage covering any Unit timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE 6.
RESTRICTIONS

Section 6.01. **Use of Unit**.

A. **Single Family Use**. No Unit shall be used for other than single-family residential purposes as defined by Village of Lake Orion Zoning Ordinances, and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-Owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units. Co-Owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users, or beneficiaries of the services being performed and/or congestion within the

Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-Owner(s) and their families, (3) do not disturb other Co-Owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the Village of Lake Orion.

B. **Occupancy Restrictions**. The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the Building Officials and Code Administrators National Property Maintenance Code or such other codes or ordinances that may be adopted by the Village of Lake Orion from time to time governing occupancy. Such restrictions shall automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by the Village of Lake Orion, such that the occupancy of all Units shall be in accordance with all Village of Lake Orion regulations at all times.

Section 6.02. **Leasing and Rental of Units**.

A. **Right to Lease**. Co-owners, including Developer, may rent any number of Units at any time for any term of occupancy subject to the Rules and Regulations of the Association.

B. **Procedures for Leasing**. The leasing of Units shall conform to the following provisions:

1. Disclosure. A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Board with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-Owner, and the term of the proposed occupancy arrangement. The Co-Owner shall not lease their Units prior to the Association approving the lease form for its compliance with the Condominium Documents. The Association may also require the use of a standard lease addendum. Each Co-Owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. Co-Owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s).

2. **Administrative Fee**. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-Owner in the same manner as the collection of assessments under Article 2 of these Bylaws.

3. **Compliance with Condominium Documents**. Tenants or non-Co-Owner occupants shall comply with all of the conditions of the Condominium Documents.

4. **Default by Tenant**. If the Association determines that a tenant or non-Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

a. **Notification**. The Association shall notify the Co-Owner by certified mail advising of the alleged tenant violation.

b. **Time to Cure**. The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-Owner occupant breach or advise the Association that a violation has not occurred.

c. **Remedies**. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association (if the Association is under the control of the Developer) an action for eviction against the tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-Owner occupant, and the Co-Owner liable for any damages caused by the Co-Owner, tenant, or non-Co-Owner occupants. The Co-Owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Co-Owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

5. **Notice to Pay Rent Directly to Association**. When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-Owner's tenant or non-Co-Owner occupant and the tenant non-Co-Owner occupant after receiving the notice shall deduct from their rental payments to the Co-Owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-Owner occupant. If the tenant or non-Co-Owner occupant, after being so notified, fails, or refuses to remit rent to the Association that is otherwise due the Co-Owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Act.

C. **Rent Loss Insurance Coverage**. Those Co-Owners who rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt, or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage, and Co-Owners shall have absolutely no claim against the Association for lost rental income.

SECTION 6.03 **Architectural Control**.

A. **Alterations and Modifications**. No Co-Owner shall make alterations in exterior appearance or make structural modifications to the Unit including without limitation any Residence or other structures, improvements or landscaping (including color or material used) or make changes, including changes in use, in any of the Common Elements, Limited or General, without the express written approval of the Developer, including by way of example only exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, mailboxes, spas, hot tubs, decks, walls or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated Rules and Regulations of the Association, which shall at all times be deemed to be and/or construed so as

not to violate FCC regulations applicable thereto. In the event a Co-Owner fails to maintain or repair any modification or improvement to the satisfaction of the Developer, the Developer may undertake to maintain and/or repair same and assess the Co-Owner the costs thereof and collect same from the Co-Owner in the same manner as provided for the collection of assessments in Article 2 hereof. The Co-Owner shall indemnify and hold the Developer and the Association harmless from and against all costs, damages, and liabilities incurred with respect to said modification or improvement. No attachment, appliance or other item may be installed that is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-Owner shall in any way restrict access to any utility line, any Easement, or any other element that must be accessible to service the Common Elements or any element which affects a Developer or an Association responsibility in any way. Should access to any facilities of any sort be required, the Developer may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing, or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Developer be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. Any modifications or alterations performed by a Co-Owner pursuant to this Section shall be performed by licensed and insured contractors and in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies. The foregoing is subject to the applicable provisions of the Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL §559.147a, as may be amended from time to time.

B. **Assignment of Developer's Approval Rights**. Developer's rights under this Section may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. There shall be no surrender of this right prior to expiration of the Development and Sale Period, except in a written instrument in recordable form executed by the Developer and specifically assigning to the Association or other successor(s) the rights of approval and enforcement set forth herein. Even after control of the Association is transferred to the non-developer Co-Owners, the Developer shall continue to exclusively exercise these rights until they expire or are assigned. From and after the date of such assignment or later expiration of the Developer's exclusive powers, the Association's Board of Directors shall exercise all such powers, and shall have the rights and remedies provided above, and the Developer shall have no further responsibilities with respect to any manners of approval or enforcement set forth herein.

C. **Architectural/Landscape Committee**. The Developer or Board of Directors may appoint an Architectural/Landscape Committee for purposes of considering applications for changes, alterations, modifications, and landscaping submitted by Co-Owners. Members of the Committee shall serve at the discretion of the Board of Directors, and subject to direction by the Board, the Committee shall establish its own rules and procedures and meet as often and at such places as are designated by its chairperson. The Committee shall establish and distribute to all Co-Owners a statement of submission policies and criteria to be utilized by the Committee in considering requests. Such policies and criteria shall be subject to change by the Committee, upon approval by the Board, from time to time, provided any such change shall not in any way affect approvals previously given. No change, alteration, modification, landscaping, or other improvement shall be constructed within the Condominium, nor shall any exterior modification be made to any existing Residence, building, structure, or improvement, unless plans and specifications, containing such detail as the Committee may reasonably request, have first been approved in writing by the Committee. In addition to approval by the

Committee, construction of any building or other improvements must also receive any necessary approvals from the local public authority. The Committee shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons, and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed modification, improvement, or landscaping, the location upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a harmonious residential development and shall be binding upon both the Association and upon all Co-Owners. Notwithstanding anything contained herein to the contrary, the Developer, during the Development and Sale Period, may construct or authorize any improvements, modifications, or landscaping upon the Condominium that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association, the Committee or any other person or entity.

Section 6.04 **Conduct upon the Condominium**. No harmful, improper, or unlawful activity shall be engaged in on or upon the Common Elements, Limited or General, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. There shall not be maintained any device whose use or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reasonable enjoyment of other Units. The Board of Directors shall be the final arbiter of whether a particular device or thing is in violation of the foregoing restrictions, and the disputing Co-Owners shall mediate any disputes between them that cannot be amicably resolved in accordance with Article 3 of these Bylaws. No Co-Owner shall do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Board and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All municipal codes and ordinances pertaining to the use of the Common Elements shall be followed at all times.

Section 6.05 **Animals within the Condominium**.

A. **Number and Type.** No animal, including household pets, shall be kept or allowed on the Condominium by any Co-Owner without the written approval of the Board of Directors, which approval will only be given for such pets (type, size, and disposition) as are consistent with the close community living environment of Snug Harbor Orion Condominium. Any such approval shall be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets. The term "animal" or "pet" as used in this Section shall not include small animals, fish or birds that are constantly caged or in a tank. Exotic pets (i.e., rare, unusual, or animals generally thought of as wild and not typically kept as a pet) are strictly prohibited.

B. **Restrictions Applicable to Pets; Responsibilities of Co-Owners**.

1. The Board of Directors may require that Co-Owners register their pets with the Association before the pet may be maintained on or within the Condominium. The Board may require that any such registration include, among other things, a complete description of the pet, its name, the name and telephone number of the adult person responsible for the pet at all times, and the name, address, and telephone number of the

veterinarian or veterinary clinic which maintains the pet's health and immunization records, and a current picture.

2. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions.

3. No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall pets be tied or restrained outside or be allowed to be loose upon the Common Elements. All pets shall be leashed when outdoors with the leash being held and controlled at all times by a responsible person and otherwise in accordance with any ordinances of the Village of Lake Orion that may apply.

4. Each Co-Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-Owner, anywhere in the Condominium.

5. No savage or dangerous animal of any type shall be kept and any Co-Owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the Condominium, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-Owner such losses and/or damages in the manner provided in Article 2 of these Bylaws. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

6. The Association may charge Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 2 in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium.

7. All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. **Association Remedies**. The Association may, after notice and hearing, without liability to the Association, remove or cause to be removed any animal from the Condominium that it determines to violate the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6.06 **Use of Units and Common Elements**. In addition to the limitations of Section 6.04 herein, Co-Owners shall not use the Unit exteriors (including, without limitation, walkways and driveways) or the Common Elements, Limited or General, for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in these Bylaws or duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained at all times in areas designated by the Association and shall not be permitted to remain elsewhere on the Common Elements or Unit exteriors except for such short periods of

time as may be reasonably necessary to permit periodic collection of trash. Trash shall be stored and handled in accordance with all applicable Rules and Regulations of the Association and Village of Lake Orion ordinances and Co-Owners shall be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. Neither the Common Elements nor the Unit exteriors shall be used in any way for the drying or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-Owner either in their Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. No unsightly condition shall be maintained on any Unit. Except as otherwise expressly permitted in the Condominium Documents, no bicycles, toys, baby carriages, or other personal property may be left unattended on or about Units, and only furniture and equipment consistent with ordinary deck, patio, or porch use may be left on any deck, patio, or porch.

Section 6.07 **Obstruction of Common Elements**. Except as otherwise expressly permitted herein, the Common Elements, including, without limitation, roads and sidewalks, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 6.08 **Vehicles upon the Condominium**.

A. **Permitted Vehicles in General**. Except as otherwise provided in this Section, only currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation), non-commercial pickup trucks, SUVs, and passenger vans not exceeding twenty-one (21) feet in overall length, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this Section, no house trailers, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, non-motorized vehicles, off-road vehicles, or all terrain vehicles shall be parked or stored in the Condominium. Except as otherwise set forth in Rules and Regulations of the Association, no Co-Owner shall use or permit the use by an occupant, agent, employee, invitee or guest of the Unit, any casual motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, dirt bikes and the like. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage.

B. **Temporary Presence**. The Board of Directors shall have discretion to issue rules and regulations that provide for the temporary presence of the above-enumerated recreational/leisure vehicles upon the Condominium for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. **Commercial Vehicles or Trucks**. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless parked in an area specifically designated for such vehicles or trucks by the Association, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of twenty-one (21) feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing

on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs, and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. **Standing Vehicles, Repairs**. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-Owner's garage, without written permission of the Board of Directors. Nonemergency maintenance or repair of vehicles shall not be permitted on the Condominium, unless specifically approved by the Board of Directors.

E. **Parking Restrictions**. Vehicles shall be permitted to park only in the driveways areas of a Unit and vehicles shall at no time be parked in the Condominium outside of a driveway. Further, there will be no parking of vehicles in any designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association.

F. **Association Rights**. Subject to the notice location and content requirements of Section 252(k) of the 2004 Public Act 493 of the Michigan Compiled Laws, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable Rules and Regulations of the Association, to be stickered and towed from the Condominium, and the cost of such removal may be assessed to, and collected from, the Co-Owner of the Unit responsible for the presence of the vehicle in the manner provided in Article 2 of these Bylaws. In such cases, the Co-Owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such rules and regulations or this Section.

Section 6.09. **Prohibition of Dangerous Items upon the Condominium.** No Co-Owner shall use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-Owner use or permit to be brought into the buildings in the Condominium any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

Section 6.10. **Signs.** Other than those installed by the Developer, no signs, notices, advertisements, pennants, or flags, including "for sale" and "open house" signs (other than a U.S. flag no larger than 3' x 5'), shall be displayed which are visible from the exterior of a Unit without written permission from the Association, unless the same are in complete conformance with duly adopted rules and regulations of the Association.

Section 6.11. **Rules and Regulations Consistent with the Act.** Reasonable rules and regulations consistent with the Act, the Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-Owners and the Association with respect to the Condominium or the manner of operation of the Association and

of the Condominium may be made and amended from time to time by any Board of Directors ("Rules and Regulations"). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-Owners in good standing. Any rule or regulation adopted pursuant to this Section during the Development and Sales Period must also be approved in writing by the Developer.

Section 6.12. **Association Access to Units and Limited Common Elements.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements from time to time, during reasonable working hours, upon notice to the Co-Owner, as may be necessary for the maintenance, repair, or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to their Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event the Co-Owner fails to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to their Unit and any Limited Common Elements appurtenant thereto caused in gaining such access.

Section 6.13. **Landscaping**. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon their Units or the Common Elements, Limited or General, unless the same is in total conformance with the Association's Rules and Regulations on landscaping as are published from time to time or is otherwise approved by the Association in writing. Any landscaping performed by the Co-Owner and any such trees, shrubs or flowers planted by the Co-Owner, if and when approved in writing by Association, shall be the responsibility of the Co-Owner to maintain. In the event that such Co-Owner fails to adequately maintain such landscaping performed by the Co-Owner and any such trees, shrubs, or flowers planted by the Co-Owner to the Association's satisfaction, the Association shall have the right to perform such maintenance and assess and collect from the Co-Owner the cost in the manner provided in Article 2 hereof or remove the same at the sole expense of the Co-Owner who made the plantings. The Co-Owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs or flowers, or the continued maintenance of such landscaping. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions.

Section 6.14. **Co-Owner Maintenance of Unit and Common Elements**. Each Co-Owner shall maintain their Unit and any Common Elements for which they have maintenance responsibility in a safe, clean, and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, sewer, gas, plumbing, electrical, internet, cable television or other utility conduits or

related facilities. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-Owner negligence, involving items or Common Elements which are the responsibility of the Co-Owner to maintain, repair and replace, unless such damages or costs are covered by primary insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 of these Bylaws. Each individual Co-Owner shall indemnify the Association against such damages and costs, including actual attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2. The Co-Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair, or replacement as soon as it is discovered.

Section 6.15. **Application of Restrictions to Developer and Association**. None of the restrictions contained in this Article 6 or elsewhere in the Condominium Documents shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents or the Act. Until all Units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 6.16. **Cost of Enforcing Documents**. Any and all costs, damages, fines, expenses, or actual attorneys' fees incurred or levied by the Association in enforcing any of the provisions of the Condominium Documents against a Co-Owner or their licensees or invitees, including without limitation the restrictions set forth in this Article 6, may be assessed to, secured by the statutory lien on the Unit and collected from the responsible Co-Owner or Co-Owners in the manner provided in Article 2 of these Bylaws. This specifically includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and responding to and defending actions relating to violations in small claims court, or any other court of competent jurisdiction.

Section 6.17. **Developer and Association Approvals Revocable**. All approvals given by the Developer or Association in accordance with these Bylaws shall be revocable and in the nature of a license and can be withdrawn upon thirty (30) days' written notice in the event of noncompliance with the conditions of such approval.

Section 6.18. **Developer's Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first-class, beautiful, serene, private residential community for the benefit of the Co-Owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace or landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right at its option, may elect to maintain, repair and or replace any Common Elements or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during

the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, and the Developer shall be permitted to recoup the cost of enforcement as provided in Section 6.16 above.

ARTICLE 7.
MORTGAGES

Section 7.01. **Notification of Mortgage**. Any Co-Owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit.

Section 7.02. **Notification to Mortgagee of Insurance Company**. Upon written request submitted to the Association, the Association shall notify a mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire and perils covered by extended coverage, vandalism, and malicious mischief, and the amounts of such coverage.

Section 7.03. **Notification to Mortgagee of Meetings**. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit shall be entitled to receive written notification of every Association meeting and to designate a representative to attend such meeting.

Section 7.04. **Notification to Mortgagees and Guarantors**. Upon written request submitted to the Association, any institutional holder of any mortgage or any guarantors of the mortgage covering any Unit shall be entitled to receive timely written notice of (i) any proposed action that requires the consent of a specified percentage of mortgagees, whether contained in the Master Deed or these Bylaws, (ii) any delinquency in the payment of assessments or other charges by a Co-Owner that is not cured within sixty (60) days, and (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE 8
MEMBERSHIP AND VOTING

Section 8.01. **Membership in the Association**. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. **Designation of Members**. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership.

B. **Co-Owner's Share of the Funds**. A Co-Owner's share in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to a Unit.

C. **Co-Owner Voting Designation**. Except as limited in these Bylaws, each Co-Owner (including the Developer) shall be entitled to one vote for each Unit owned, provided that the Co-Owner is in good standing. As used throughout the Condominium Documents, "good standing" means a Co-Owner (or Director, as the case may be) who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of

the Condominium Documents. Voting shall be by number. In the case of any Unit owned jointly by more than one Co-Owner, the voting rights associated with that Unit may be exercised only jointly as a single vote.

D. **Evidence of Ownership for Voting Purposes**. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit to the Association by way of a recorded Deed, recorded Land Contract, or recorded Memorandum of Land Contract. No Co-Owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of the Members held in accordance with Article 9, except as otherwise specifically provided. The vote of each Co-Owner, other than the Developer, may be cast only by the individual representative designated by such Co-Owner in the notice required in Subsection E below or by a proxy given by such individual representative.

E. **Designation of Voting Representative**. Each Co-Owner, except the Developer, shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust, or other entity that is the Co-Owner. The Co-Owner shall sign and date such notice. The Co-Owner may change the individual representative designated at any time by filing a new notice in the manner provided herein. At any Association meeting or for any Association vote, the chairperson of the meeting, or if no meeting, the Board for any particular vote, may waive the filing of such written notice as a prerequisite to voting.

F. **Quorum**. The presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Co-Owner who participates by remote communication in an Association meeting, as provided in Section 9.05 below, shall also be counted in determining the necessary quorum.

G. **Voting**. Votes may be cast in person, in writing duly signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, fax, delivery, electronic transmission. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed time of each Association meeting or voting deadline if no meeting held. As used in these Bylaws, "electronic transmission" means transmission by any method authorized by the person receiving such transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process. Cumulative voting is not permitted.

H. **Majority**. Unless otherwise provided, any action that could be authorized at an Association meeting shall be authorized by the vote of a simple majority of those Co-Owners qualified to vote.

I. **Action without Meeting**. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Co-Owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (a) the proposed action; (b) that the Co-Owner has the opportunity to vote for or against any such proposed action; (c) the number of responses needed to meet the quorum requirements; (d) the percentage of approvals necessary to approve the action; and (e) the time by which written votes must be received in order to be counted. The form of written vote or ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Co-Owner specifies a choice, the vote shall be cast in accordance with the Co-Owner's specification. Approval by written vote or ballot shall be constituted by receipt, within the time period specified in the solicitation, of: (i) a number of written votes or ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

Section 8.02. **Records and Books of the Association**. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. The books, records, contracts, and financial statements concerning the administration and operation of the Condominium shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours and at mutually convenient times. The Association shall prepare and distribute to each Co-Owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association and which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement, provided that any Co-Owner may receive a written financial statement upon request. The Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in Section 720 of the occupational code (MCL §339.720); provided, however, that the Association may opt out of such certified audit or review on an annual basis by an affirmative vote of a majority of the Co-Owners. Any audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year if requested in writing. The Association shall also maintain on file current copies of the Master Deed, any amendments thereto and all other Condominium Documents.

ARTICLE 9
MEETINGS

Section 9.01 Place of Meetings. Meetings of the Association shall be held at any suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Master Deed, or the laws of the State of Michigan. Only Co-Owners in

good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-Owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated herein by reference, may be removed from such meeting without any liability to the Association or its Board of Directors.

Section 9.02. **Annual Meetings**. The first annual meeting of the members of the Association may be convened only by the Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in Sections 10.02B and 10.02C below. The date, time, and place of such first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. Thereafter, the Association shall hold its annual meeting in the month of May each succeeding year at such date, time, and place as the Board of Directors determines. The Board of Directors may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all Co-Owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot or acclamation of the Co-Owners a Board of Directors in accordance with the requirements of Article 10 of these Bylaws. The Co-Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 9.03. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition presented to the Secretary of the Association that is signed by one third (1/3) of those Co-Owners in good standing. Notice of any special meeting shall state the time, place, and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.04. **Notice of Meetings**. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve each Co-Owner a notice of each annual or special meeting, stating the purpose as well as the time and place where it is to be held, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.01.E of these Bylaws or to the address of the Unit owned by the Co-Owner shall be deemed notice served. In lieu of the foregoing, such notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-Owner is a resident of the Unit. Such notice may also be given by electronic transmission. Any Co-Owner may, by written waiver of notice signed by such Co-Owner, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 9.05. **Remote Communication Attendance; Remote Communication Meetings**. A Co-Owner may participate in a meeting of the Association by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use, and the names of the participants in the meeting shall be divulged to all participants. Co-Owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present

and permitted to vote at the meeting by means of remote communication is a Co-Owner or proxy holder; (b) the Association implements reasonable measures to provide each Co-Owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Co-Owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. A Co-Owner may be present and vote at an adjourned meeting of the Co-Owners by means of remote communication as if they were permitted to be present and vote by the means of remote communication in the original meeting's notice given. The Board may hold a meeting of the Co-Owners conducted solely by means of remote communication.

Section 9.06. **Adjournment for Lack of Quorum**. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-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. The quorum for each subsequent meeting shall be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 9.07. **Minutes**. Minutes or a similar record of the proceedings of all meetings of members and the Board of Directors must be kept by the Association and, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10.
BOARD OF DIRECTORS

Section 10.01. **Qualification and Number of Directors**. The affairs of the Association shall be governed by a Board of Directors all of whom must be Co-Owners of Units in Snug Harbor Orion Condominium and in good standing except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Article 9. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Except for the First Board of Directors, any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director shall not be permitted to vote on any delinquency matter of another Co-Owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 10.06, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 10.05. The first Board of Directors designated in the Articles of Incorporation shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article 9. The Board shall consist of three (3) members and, except for Board positions held by the Developer, no two occupants of the same Unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 10.02. **Election of Directors**. The following provisions shall apply to the election of the Board and Advisory Committee before and after the Transitional Control Date:

A. **Advisory Committee**. An advisory committee of non-Developer Co-Owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of one-third (1/3rd) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-Owners of a Unit, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communications and aiding the transition of control to the Association. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-Developer Co-Owners.

B. **Co-Owner Elected Directors**. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of twenty-five percent (25%) of the Units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors shall be elected by non-Developer Co-Owners. No later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the first annual meeting shall be called and the non-Developer Co-Owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium, or as long as ten percent (10%) of the Units remain that may be created.

C. **Co-Owner Controlled Board**. Notwithstanding the formula provided in Subsection B, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-Owner of a Unit, if title to not less than seventy-five percent (75%) of the Units that may be created has not been conveyed, the first annual meeting shall be called and the non-Developer Co-Owners have the right to elect, as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Subsection B. Application of this subsection does not require a change in the size of the Board as determined by the Condominium Documents.

D. **Fractional Shares**. If the calculation of the percentage of members of the Board that the non-Developer Co-Owners have the right to elect under Subsection B, or if the product of the number of members of the Board, multiplied by the percentage of Units held by the non-Developer Co-Owners under Subsection C results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in Subsection B.

E. **Definitions**. As used in this Section, the term "units that may be created" means the maximum number of Units in all phases of the Condominium as stated in the Master Deed.

F. **Election of Directors At and After the First Annual Meeting**. At the first annual meeting, all three (3) members of the Board shall stand for election as a single slate. The

two (2) nominees receiving the highest number of votes shall be elected for two (2) year term. The one (1) nominee receiving the next highest number of votes shall be elected to serve a one (1) year term. Each year thereafter, either two (2) or one (1) Directors shall be elected (depending on the number of directorships whose terms have expired) and all such future Directors shall serve for two (2) year terms. All directors shall hold office until their successors have been elected and hold their first meeting. As long as the Developer is entitled to a seat on the Board, the Developer representative shall fill a one-year directorship.

Section 10.03. **Powers and Duties**. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Co-Owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors shall be responsible specifically for the following:

A. **Management and Administration**. To manage and administer the affairs of and maintenance of the Condominium and the Common Elements, all to the extent set forth in the Condominium Documents.

B. **Collecting Assessments**. To collect assessments from the Co-Owners and to use the proceeds for the purposes of the Association.

C. **Insurance**. To carry insurance and collect and allocate the proceeds in the manner set forth in Article 4.

D. **Rebuild Improvements**. To rebuild improvements after casualty in the manner set forth in Article 5.

E. **Contract and Employ Persons**. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.

F. **Real or Personal Property**. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit and any easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

G. **Borrow Money**. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

H. **Assign Right to Future Income**. To assign its right to future income, including the right to receive Co-Owner assessment payments.

I. **Rules and Regulations**. To make rules and regulations in accordance with Article 6 of these Bylaws.

J. **Committees**. To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers

or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

K. **Enforce Documents**. To enforce the provisions of the Condominium Documents.

L. **Mortgage Financing**. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Co-Owners which are acceptable for purchase by the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

M. **Administrator**. To do anything required of or permitted to the Association as administrator of the Condominium under the Condominium Documents.

N. **General**. In general, to enter into any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, repair, replacement, and operation of the Condominium and the Association.

Section 10.04. **Professional Management.** The Board of Directors may employ for the Association a professional management agent, which may include the Developer or any person or entity related thereto, at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board. In no event shall the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon ninety (90) days' written notice. In the event the Board does employ professional management for the Association, the Board shall, pursuant to Section 90a of the Act, secure the approval of two-thirds (2/3rds) of the institutional holders of first mortgage liens on any Unit prior to terminating professional management and assuming self-management. Any management contract made prior to the Transitional Control Date and extending for a period in excess of one (1) year after the Transitional Control Date shall have a provision that the period in excess of one (1) year may be voided by the Board of Directors by notice to the management agent at least thirty (30) days before the expiration of the one (1) year period. Any management contract may provide for the collection of "set-up" or "transfer" fees by the management agent upon the initial conveyance of a Unit by the Developer and upon the subsequent conveyance of a Unit by a non-Developer Co-Owner; provided that the amounts of such fees shall be a fixed by the terms of the contract with the management agent. Any set-up or transfer fee charged with respect to the purchase of a Unit from the Developer shall be paid by the purchaser of the Unit.

Section 10.05. **Vacancies**. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Co-Owners shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director whom they replaced and a successor is elected at such annual meeting of the Association.

Section 10.06. **Removal of Directors**. Except for those Directors that have been appointed by the Developer and that are serving in accordance with the provisions of Section

10.02 above, at any annual or special Association meeting duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy shall be the normal 35% requirement set forth in Section 8.01.F. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove any or all of the Directors selected by it at any time in its sole discretion.

Section 10.07. **First Meeting of New Board**. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such a meeting, provided a majority of the entire Board is present at such a meeting.

Section 10.08. **Regular Meetings**. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or by mail, facsimile, electronically, or telephone at least five (5) days prior to the date of the meeting, unless waived by such Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice.

Section 10.09. **Special Meetings**. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically, or by telephone, which notice shall state the time, place, and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two Directors.

Section 10.10. **Waiver of Notice**. Before or at any meeting of the Board of Directors, any Director may, in writing or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10.11. Quorum and Voting. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically, or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director joins in the action of a meeting by signing and concurring in the minutes of that meeting, the Director shall be considered present for purposes of determining a quorum.

Section 10.12. **Action without Meeting**. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if

consented to in writing, including by electronic transmission, by a majority of the Board of Directors. Further, the presiding officer of the Association, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board, provided the results of the vote and the issue voted upon are noted in the minutes of the next Board meeting to take place.

Section 10.13. **Closing of Board of Directors Meetings to Members; Privileged Minutes**. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Co-Owners or may permit Co-Owners to attend a portion or all of any meeting of the Board of Directors. Any Co-Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Co-Owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 10.14. **Remote Communication Participation**. Members of the Board of Directors may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

Section 10.15. **Fidelity Bond/Crime/Employee Dishonesty Insurance**. The Board of Directors shall obtain fidelity bond or equivalent employee dishonesty/crime coverage in the minimum amount of a sum equal to three months aggregate assessments on all Units plus reserve funds on hand, with such fidelity bond or equivalent employee dishonesty/crime insurance covering all officers, directors, and employees of the Association and all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they shall be responsible for obtaining the same type and amount of coverage on their own before handling any Association funds). The premiums for the foregoing shall be the expenses of administration.

Section 10.16. **First Board of Directors**. Any reference to the "First Board of Directors" in the Master Deed, these Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed by the First Board of Directors prior to the first annual meeting of the Association.

ARTICLE 11.
OFFICERS

Section 11.01. **Designation**. The principal officers of the Association shall be a president, vice president, secretary, and treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 11.02. **Appointment.** The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 11.03. **Removal**. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 11.04. **President**. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Co-Owners from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

Section 11.05. **Vice President**. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 11.06. **Secretary**. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes, and of such books and other records as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary.

Section 11.07. **Treasurer**. The treasurer or management agent shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer or management agent shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE 12.
FINANCES

Section 12.01. **Fiscal Year**. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 12.02. **Banking**. The funds of the Association shall be deposited in such bank or other depository as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 12.03. **Investment of Funds**. Funds of the Association shall only be held in accounts that are fully insured and/or backed by the full faith and credit of the United States Government. Only depositories or instruments where there is no risk of principal loss may be utilized by the Association for investment of its monies.

ARTICLE 13.
INDEMNIFICATION

Section 13.01. **Indemnification of Directors and Officers**. The Association shall indemnify every Director, officer and volunteer of the Association against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Association, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, so long as the person acted in good faith and in a manner that they reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that the Association shall not indemnify any such person with respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors shall notify all Co-Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 13.02. **Directors' and Officers' Insurance**. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 13.01 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Article 1 above and under this Article 2; however, to the extent that the liability insurance provided to a Director or officer is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Article 1 above or other applicable statutory indemnification.

ARTICLE 14.
COMPLIANCE

Section 14.01. **Compliance with the Act and Condominium Documents**. The Association and all present or future Co-Owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act and the Condominium Documents. In the event that the Condominium Documents conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

Section 14.02. **Amendment**. These Bylaws may be amended in accordance with the Act and the provisions of the Master Deed.

Section 14.03. **Definitions**. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

ARTICLE 15.
REMEDIES FOR DEFAULT

Section 15.01. **Default by a Co-Owner**. Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

A. **Remedies for Default by a Co-Owner to Comply with the Documents**. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

B. **Costs Recoverable From Co-Owner**. Failure of a Co-Owner and/or non-Co-Owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-Owner or non-Co-Owner resident or guest the pre-litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-Owner, or in cases where the Association must defend an action brought by any Co-Owner(s) or non-Co-Owner resident or guest, (regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-Owner or non-Co-Owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Co-Owner be entitled to recover such attorney's fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counterclaim, or other matter.

C. **Association's Right to Abate**. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of its exercise of its removal and abatement power granted hereunder.

D. **Assessment of Fines**. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article 16 of these Bylaws.

Section 15.02. **Failure to Enforce Rights**. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provisions, covenant, or condition in the future.

Section 15.03. **Cumulative Rights**. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 15.04. **Rights of Co-Owners**. A Co-Owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-Owner for noncompliance with the Condominium Documents. Even if successful, Co-Owners may not recover attorneys' fees from the Association, but may recover such fees from another Co-Owner if successful in obtaining compliance with the Condominium Documents.

Section 15.05. **Limitation on Suits Against the Developer and Others Involved in the Condominium Prior to the Transitional Control Date**. A person or entity shall not maintain an action against any Developer, residential builder, licensed architect, contractor, sales agent, or manager of a Condominium arising out of the development or construction of the Common Elements or the management, operation, or control of the Condominium more than 3 years from the Transitional Control Date or 2 years from the date the cause of action accrues, whichever occurs later. Further, notwithstanding any provisions in the Master Deed or these Bylaws to the contrary, the Association shall not levy any assessment or expend any Association funds for the purpose of funding otherwise permitted litigation against the Developer, or any of its affiliates or successors or assigns, relating to the development or construction of the Common Elements, or the management, operation, or control of the Condominium prior to the Transitional Control Date, without first obtaining the written approval of more than 60% of all Co-Owners, after first disclosing in writing to all Co-Owners the exact nature of the intended proceeding, the estimated total costs of that proceeding, the estimated total time involved for the proceeding, the name, qualifications and fee schedule of counsel proposed to be chosen by the Association to prosecute the proceeding, and the name, qualifications, fee schedule and evaluations of any architect, engineer, CPA or other professional advisor chosen or hired by the Association to evaluate and establish the basis of any claim of the Association to be pursued in the intended proceeding.

ARTICLE 16.
FINES

Section 16.01. **General.** The violation by any Co-Owner, occupant, or guest of any of the provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-Owner. Such Co-Owner shall be deemed responsible for such violations, whether they occur as a result of their personal actions or the actions of their family, guests, tenants, invitees, or any other person admitted through such Co-Owner to the Condominium.

Section 16.02. **Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

A. **Notice**. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on notice as to the violation,

shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the representative of said Co-Owner at the address as shown in the notice required to be filed with the Association pursuant to Section 8.01.E. of these Bylaws.

B. **Hearing and Decision**. The offending Co-Owner shall be provided a scheduled hearing before the Board at which the Co-Owner may offer evidence in defense of the alleged violation. The hearing before the Board shall be at its next scheduled meeting, but in no event shall the Co-Owner be required to appear less than 7 days from the date of the notice.

C. **Hearing and Decision**. Upon appearance by the Co-Owner before the Board and presentation of evidence of defense, or in the event the Co-Owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 16.03. **Fines.** Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as recited above, the following fines may be levied:

FIRST VIOLATION	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
SECOND VIOLATION	$50.00 Fine
THIRD VIOLATION	$100.00 Fine
FOURTH VIOLATION AND ALL SUBSEQUENT VIOLATIONS	$200.00 Fine

The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted rules and regulations of the Association promulgated in accordance with these Bylaws. For purposes of this Section, the number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-Owner violates the same provision of the Condominium Documents, as long as that Co-Owner may be an owner of a Unit or occupant of the Condominium, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in the Association's Rules and Regulations; however, no further hearings other than the first hearing shall be required for successive violations once a violation has been found to exist. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Section 16.04. **Collection of Fines**. The fines levied shall be assessed against the Co-Owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in these Bylaws.

ARTICLE 17.
RESERVED RIGHTS OF DEVELOPER

Section 17.01 **Developer's Rights**. Any and all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, as far as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assignees in the Master Deed or elsewhere including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE 18.
SEVERABILITY

Section 18.01 **Severability**. In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

EXHIBIT B

Condominium Subdivision Plan

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____
EXHIBIT "B" TO THE MASTER DEED OF

SNUG HARBOR ORION CONDOMINIUM

VILLAGE OF LAKE ORION, OAKLAND COUNTY, MICHIGAN

MASTER DEED CALLS OUT "ORION SNUG HARBOR, LLC" AS THE DEVELOPER

DEVELOPER

SNUG HARBOR ORION, LLC
3005 UNIVERSITY DRIVE
AUBURN HILLS, MICHIGAN 48326

ENGINEERS & SURVEYORS

GIFFELS WEBSTER
1025 E. MAPLE, SUITE 100
BIRMINGHAM, MI 48009

PROPERTY DESCRIPTION

LOT 22 AND LOT 23, EXCEPT THAT TAKEN FOR ROAD OFF THE SOUTHERLY SIDE, MEASURING 1.0 FEET WIDE ON THE EASTERLY SIDE AND 3.4 FEET ON THE WESTERLY SIDE OF SAID LOT 22, AND 1.0 FEET WIDE ON THE WESTERLY SIDE RUNNING TO THE SOUTHEAST CORNER OF SAID LOT 23, OF "THE CUTCHEON SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 27, PAGE(S) 8 OF PLATS, OAKLAND COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS:

BEGINNING? LABELED AS POB ON SURVEY PLAN.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEIGHTS ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE NORTH LINE OF HEIGHTS ROAD; (1) SOUTH 63 DEGREES 49 MINUTES 02 SECONDS WEST, 35.57 FEET ; AND SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, 89.67 FEET TO A TRAVERSE POINT "A" FOR THE SOUTHEASTERLY WATERS EDGE OF LAKE ORION; THENCE CONTINUING SOUTH 65 DEGREES 51 MINUTES 43 SECONDS WEST, APPROXIMATELY 8 FEET TO THE WATER'S EDGE OF LAKE ORION; THENCE NORTHEASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 206 FEET TO A POINT ON THE EAST LINE OF LOT 23 AND APPROXIMATELY 6 FEET NORTH OF A TRAVERSE POINT "B"; SAID WATER'S EDGE BEING TRAVERSED BETWEEN POINT "A" AND "B" ALONG THE FOLLOWING THREE (3) COURSES: 1) NORTH 20 DEGREES 16 MINUTES 46 SECONDS EAST, 8.83 FEET; AND (2) NORTH 11 DEGREES 56 MINUTES 11 SECONDS WEST, 68.50 FEET; AND (3) NORTH 31 DEGREES 25 MINUTES 02 SECONDS EAST, 115.31 FEET; THENCE FROM TRAVERSE POINT "B" SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 137.54 FEET ALONG THE EAST LINE OF SAID LOT 23 TO THE POINT OF BEGINNING AND CONTAINING 0.289 ACRE MORE OR LESS.

MISSING SECOND LEG LABEL (2)

PERIMETER AND FOUNDATION PLANS, PER SHEET TITLE

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.

SHEET INDEX

1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	FLOODPLAIN PLAN
5	UTILITY PLAN
6	FLOOR PLANS
7	FLOOR PLANS
8	SECTIONS
9	SECTIONS

NOTE:
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 A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

ENGINEERING DRAWING REVIEW
VILLAGE OF LAKE ORION
REVIEW IS FOR GENERAL COMPLIANCE WITH POLICIES, ORDINANCES, AND STANDARD ENGINEERING PRACTICE.
REVISE AND RESUBMIT
NOWAK & FRAUS ENGINEERS
BY: Wendy E. Spence DATE: 9/29/25
NFE JOB NO. 0039

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED 00/00/2024

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Executive:	NMS
Manager:	NMS
Designer:	NMS
Quality Control:	LA
Section:	02
	T-04-N R-10-E

DATE:	ISSUE:

Date:	00.00.0000
Scale:	NA
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Project:	20107.40

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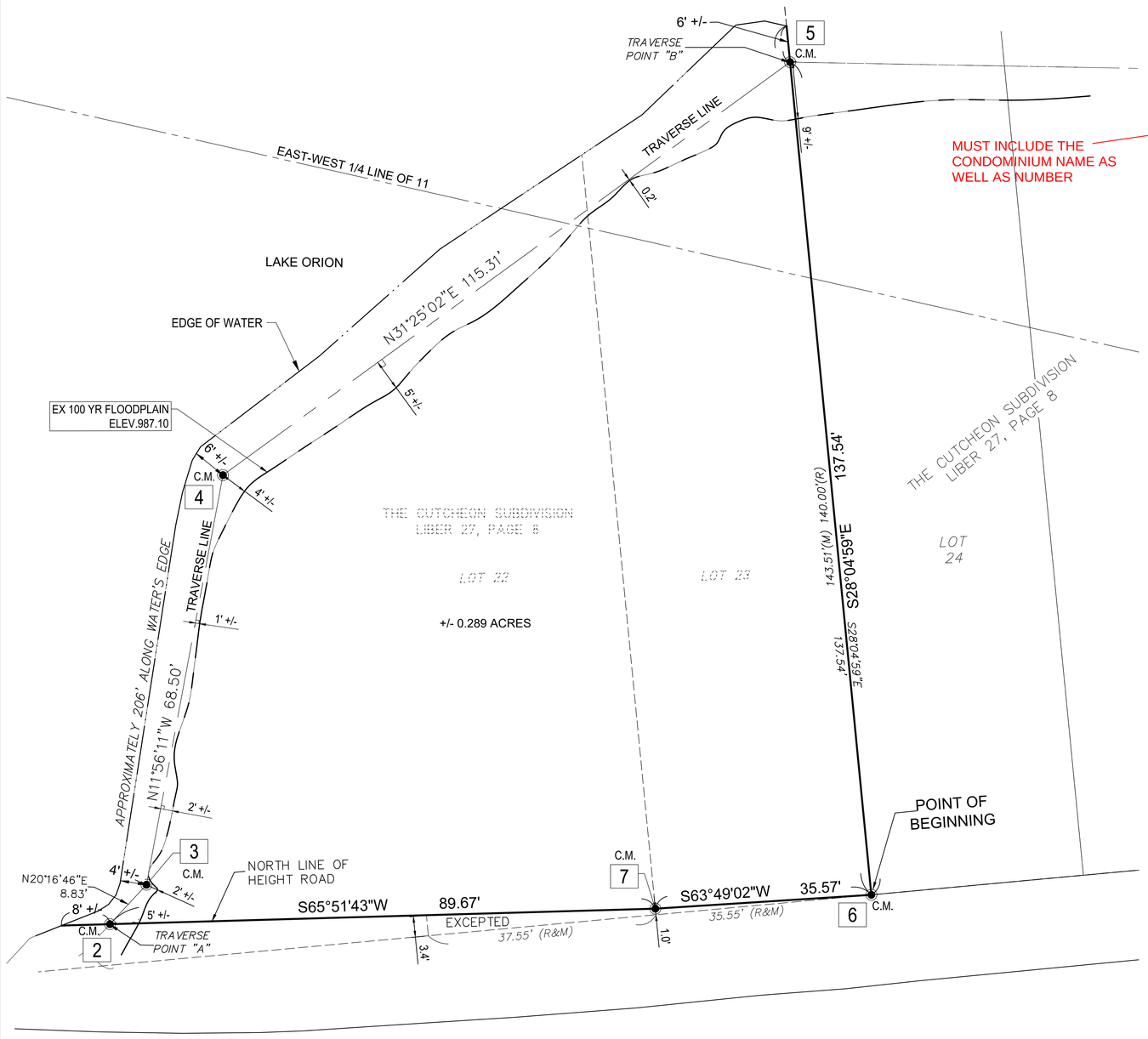


SURVEYOR'S CERTIFICATE

I, JOHN N. REDASH, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN (KNOWN) AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THE PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENT AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THE MASTER DEED IS RECORDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

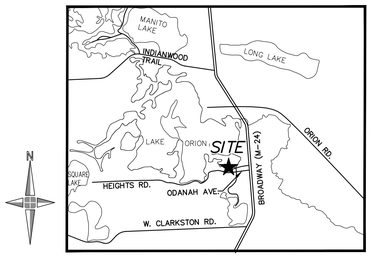
KNOWN

MUST INCLUDE THE CONDOMINIUM NAME AS WELL AS NUMBER

DATE

JOHN N. REDASH,
P.S. NO. 4001037281
GIFFELS WEBSTER
28 WEST ADAMS, SUITE 1200
DETROIT, MICHIGAN 48226

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR



LOCATION MAP
(NOT TO SCALE)

COORDINATE POINTS		
POINT #	NORTHING	EASTING
2	466876.6729	13425026.3205
3	466884.9571	13425029.3816
4	466951.9761	13425015.2138
5	467050.3785	13425075.3195
6	466929.0345	13425140.0650
7	466913.3401	13425108.1457

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Designer:	NMS
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Section:	02
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BENCH MARK DATA

NAVD88 DATUM

BENCH MARK NO. 10
ARROW ON HYDRANT (2018) LOCATED ON THE SOUTH SIDE OF WEST BOUND HEIGHTS ROAD SOUTHEAST OF HOUSE NO. 160 HEIGHTS RD.
ELEVATION = 991.31'

BENCH MARK NO. 11
SET MAG NAIL IN NORTH FACE OF A UTILITY POLE LOCATED IN TRIANGULAR ISLAND AS EAST BOUND & WEST BOUND HEIGHTS BECOME ORE ROAD.
ELEVATION = 991.91'

DATE:	ISSUE:

NOTES

1. ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.
2. MEASURED BEARINGS BASED ON MICHIGAN SOUTH STATE PLANE COORDINATE SYSTEM.

FLOOD NOTE:

THE PARCEL IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN. THE 100 YEAR FLOODPLAIN ELEVATION ON THIS PARCEL IS 987.1

LEGEND

	BENCHMARK
20	DENOTES BOUNDARY COORDINATE POINT NUMBER
F.M. ●	INDICATES A FOUND MONUMENT
C.M. ◉	INDICATES A SET MONUMENT WHICH IS ONE–HALF (1/2) INCH DIAMETER STEEL BAR THIRTY–SIX (36) INCHES LONG, ENCASED IN CONCRETE FOUR (4) INCHES IN DIAMETER.
F.I.	INDICATES A FOUND IRON
(M)	MEASURED
(R)	RECORD

0 10' 20'
SCALE: 1" = 10'

SURVEY PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

Date:	00.00.0000
Scale:	1"=10'
Sheet:	2
Project:	20107.40

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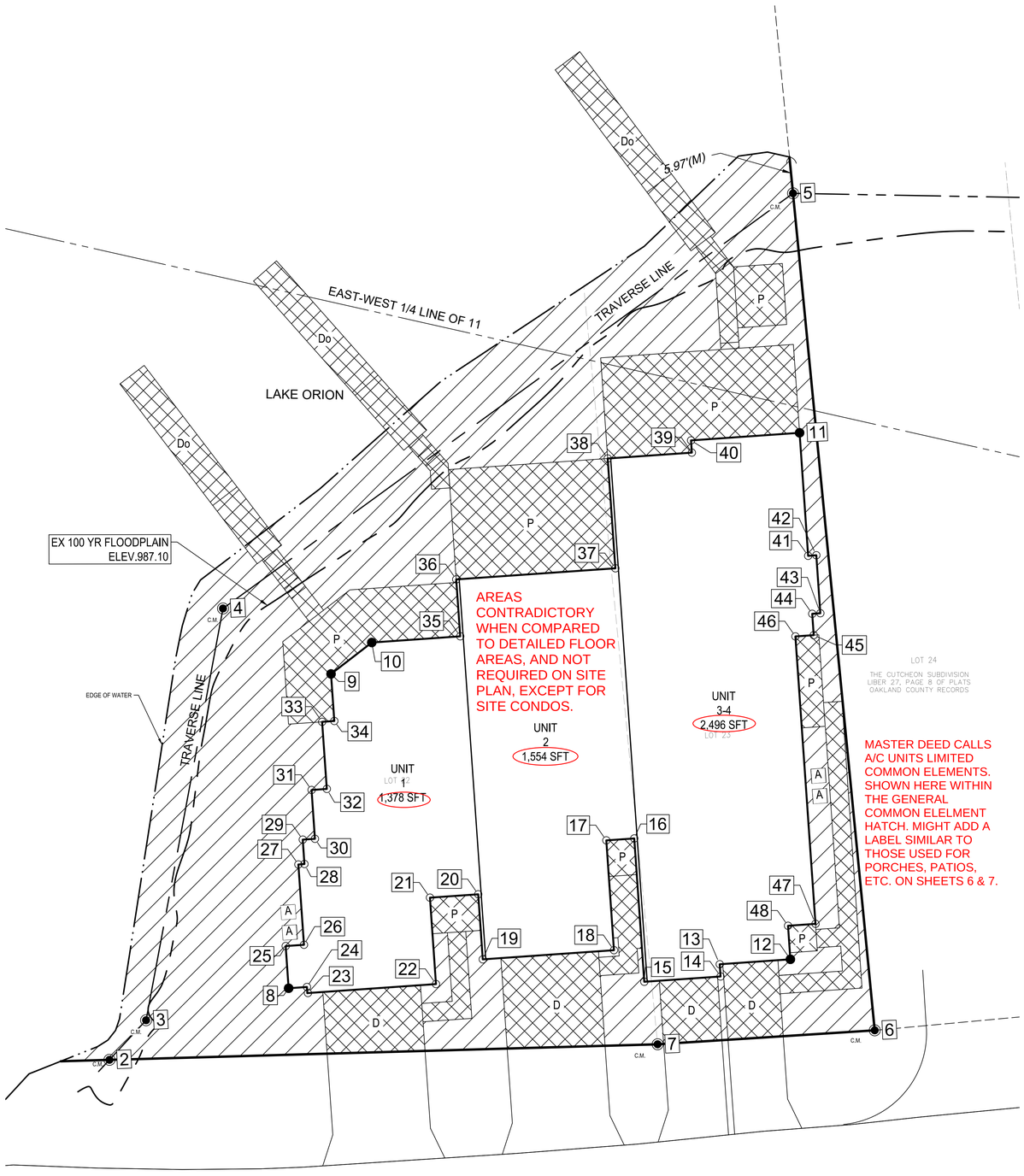
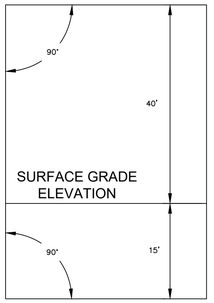




UNIT VERTICAL BOUNDARIES

LEGEND

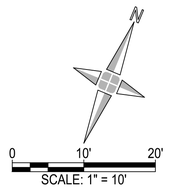
3	INDICATES UNIT NUMBER
PR.	DENOTES PROPOSED
EX.	DENOTES EXISTING
20	DENOTES COORDINATE POINT NUMBER
●	DENOTES COORDINATE POINT
C.M. ◉	INDICATES A CONCRETE MONUMENT
D	DRIVEWAY (LIMITED COMMON ELEMENT)
P	PORCH (LIMITED COMMON ELEMENT)
Do	DOCK (LIMITED COMMON ELEMENT)
A	AIR CONDITIONER (LIMITED COMMON ELEMENT)
▨	GENERAL COMMON ELEMENT
▨	LIMITED COMMON ELEMENT
——·——·——	EDGE OF WATER LINE
— — — —	100 YEAR FLOODPLAIN

AS ALL LEADS SERVE THE ENTIRE COMPLEX, WOULD THIS NOT BE A GENERAL COMMON ELEMENT THAT MUST BE BUILT?

NOTES

1. ALL MAINS & TRUNKLINES FOR UTILITIES AND ROADS MUST BE ~~BUILT~~. UTILITY SERVICE LEADS NEED NOT BE BUILT. ALL UNITS MUST BE BUILT.
2. THE GENERAL COMMON ELEMENT AND ALL UNSOLD UNITS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE VIII OF THE MASTER DEED.
3. FINAL FINISH FLOOR ELEVATIONS TO BE SHOWN ON THE AS-BUILT PLANS.

COORDINATE POINTS			COORDINATE POINTS			COORDINATE POINTS		
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
2	466876.6729	13425026.3205	22	466908.5639	13425070.9026	42	466997.1557	13425101.4964
3	466884.9571	13425029.3816	23	466899.1948	13425052.1165	43	466988.6543	13425105.7363
4	466951.9761	13425015.2138	24	466900.0492	13425051.5892	44	466988.0592	13425104.5432
5	467050.3785	13425075.3195	25	466904.9003	13425045.8174	45	466984.9271	13425106.1052
6	466929.0345	13425140.0650	26	466906.2393	13425048.5021	46	466983.5882	13425103.4206
7	466913.3401	13425108.1457	27	466918.0214	13425042.6259	47	466941.4169	13425124.4526
8	466898.7103	13425048.9046	28	466918.4677	13425043.5208	48	466939.4085	13425120.4256
9	466948.8490	13425035.6323	29	466922.0473	13425041.7356			
10	466956.1493	13425039.8138	30	466922.9399	13425043.5254			
11	467014.6074	13425091.3028	31	466930.0989	13425039.9549			
12	466934.4867	13425122.8803	32	466931.2147	13425042.1922			
13	466929.3170	13425112.5146	33	466941.0584	13425037.2828			
14	466927.5273	13425113.4072	34	466941.9510	13425039.0726			
15	466921.9485	13425102.2212	35	466962.6207	13425052.7895			
16	466942.9782	13425091.7331	36	466970.9729	13425048.6240			
17	466940.9326	13425087.6315	37	466982.6140	13425071.9655			
18	466924.8248	13425095.6650	38	466998.7219	13425063.9321			
19	466915.2292	13425076.4250	39	467004.8771	13425076.2740			
20	466924.7746	13425071.6644	40	467006.6669	13425075.3814			
21	466921.2414	13425064.5800	41	466996.5606	13425100.3033			



SITE PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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Designer:	NMS
Quality Control:	LA
Section:	02
	T-04-N R-10-E

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Date:	00.00.0000
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Project:	20107.40

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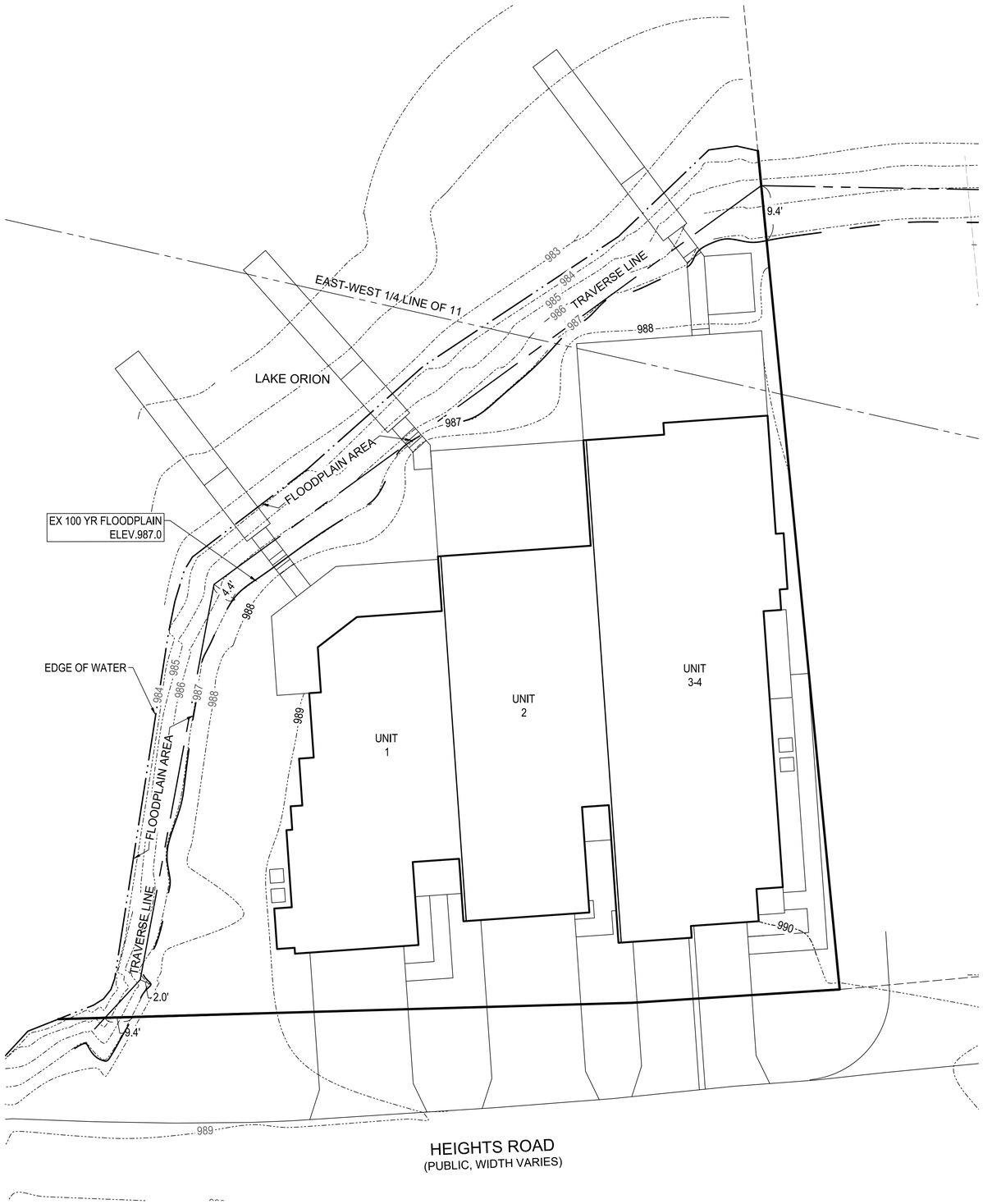

LEGEND

3	INDICATES UNIT NUMBER
990	DENOTES CONTOUR ELEVATION
	EDGE OF WATER LINE
	100 YEAR FLOODPLAIN
	CONTOUR

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	T-04-N R-10-E

DATE:	ISSUE:

N

0 10' 20'
SCALE: 1" = 10'

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

FLOODPLAIN PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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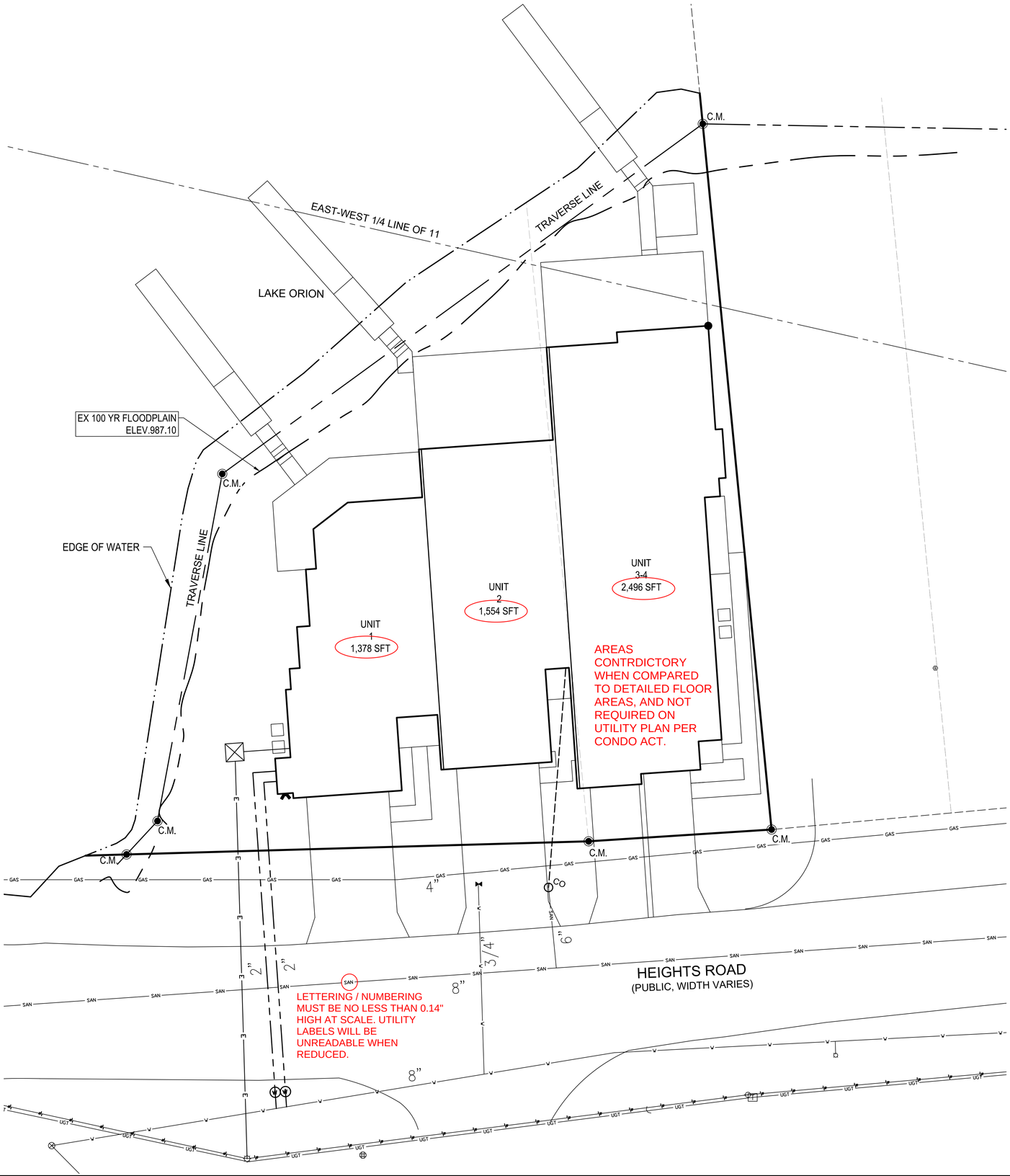


EXISTING UTILITY LEGEND

- SAN — SANITARY SEWER
- W — WATERMAIN
- STM — STORM SEWER
- GAS — GAS
- UGT — UNDERGROUND TELEPHONE
- OVERHEAD WIRES
- EASEMENT
- EDGE OF WATER LINE
- 100 YEAR FLOODPLAIN
- GATE VALVE
- HYDRANT
- ROUND CATCH BASIN
- LIGHT POLE
- UTILITY POLE
- T — TELEPHONE CROSS BOX

PROPOSED UTILITY LEGEND

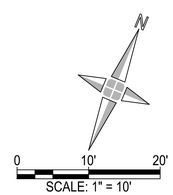
- SANITARY LEAD
- WATER SERVICE LEAD
- EASEMENT
- CO — SANITARY CLEANOUT
- W — STOP BOX
- 3 — INDICATES UNIT NUMBER
- 100 — DENOTES COORDINATE POINT
- INDICATES A BUILDING CORNER
- C.M. — INDICATES CONCRETE MONUMENT

NO LEGEND FOR UNDERGROUND ELECTRIC, SHOWN ON PLAN VIEW — E —

NOTES

1. ELECTRIC BY DTE ENERGY COMPANY, NATURAL GAS SERVICE BY DTE/MICHCON, AND TELEPHONE SERVICE BY AT&T AND WILL BEEN SHOWN ON AS-BUILT PLANS.
2. SERVICE LINES AND APPLICABLE METERS FOR GAS, ELECTRIC, AND TELEPHONE WILL BE SHOWN ON AS-BUILT DRAWINGS.
3. SANITARY SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS WEBSTER AND THE VILLAGE OF LAKE ORION.
4. GAS, ELECTRIC, AND TELEPHONE INFORMATION FROM UTILITY OWNER INFORMATION.
5. ALL MAINS & TRUNKLINES FOR ~~UTILITIES AND ROADS MUST BE BUILT~~. UTILITY SERVICE LEADS NEED NOT BE BUILT.

AS ALL LEADS SERVE THE ENTIRE COMPLEX, WOULD THIS NOT BE A GENERAL COMMON ELEMENT THAT MUST BE BUILT? MASTER DEED LABELS THE LEADS AS GENERAL COMMON ELEMENTS TO THE POINT THEY SPLIT TO SERVE ONLY ONE UNIT.



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UTILITY PLAN

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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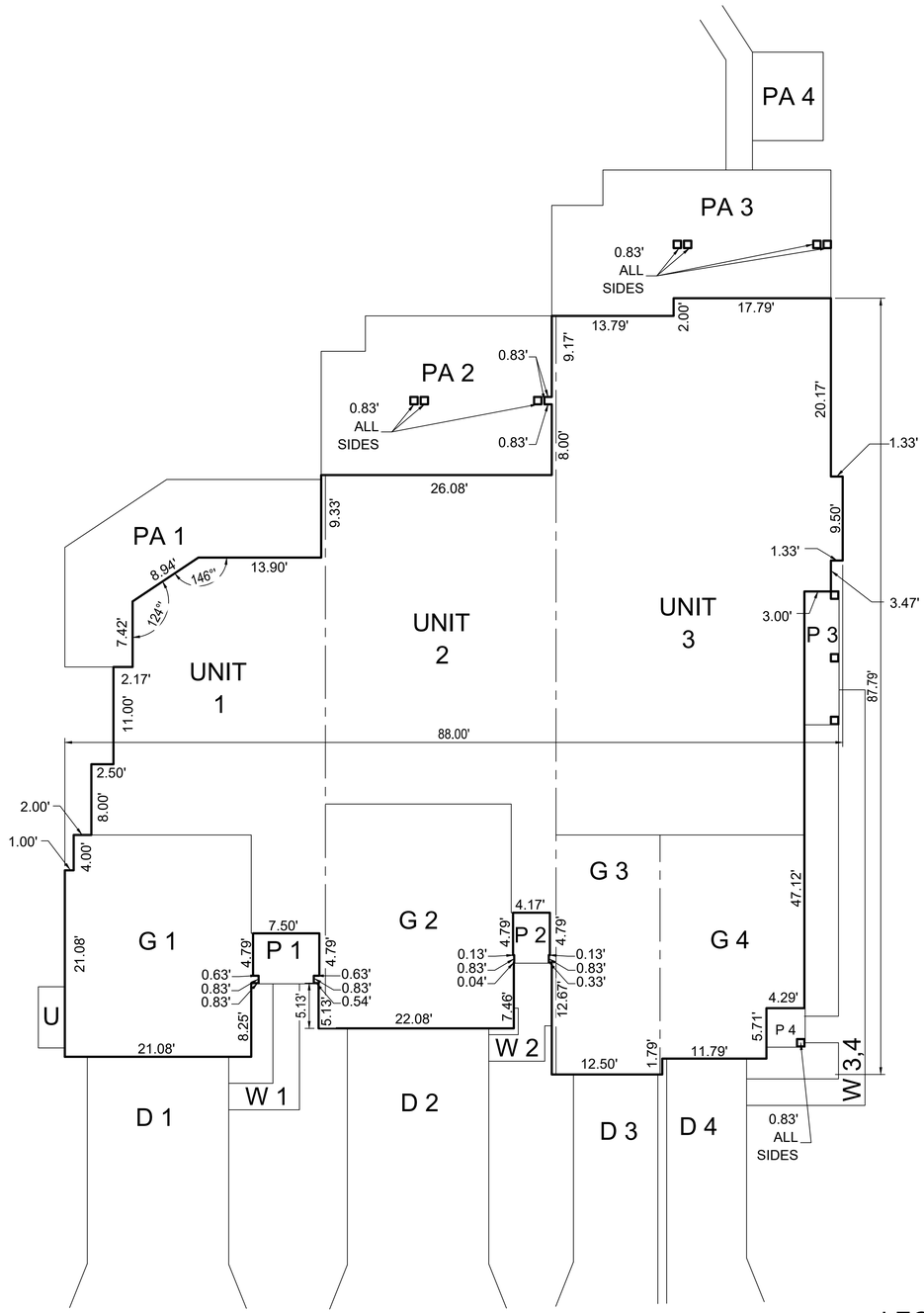
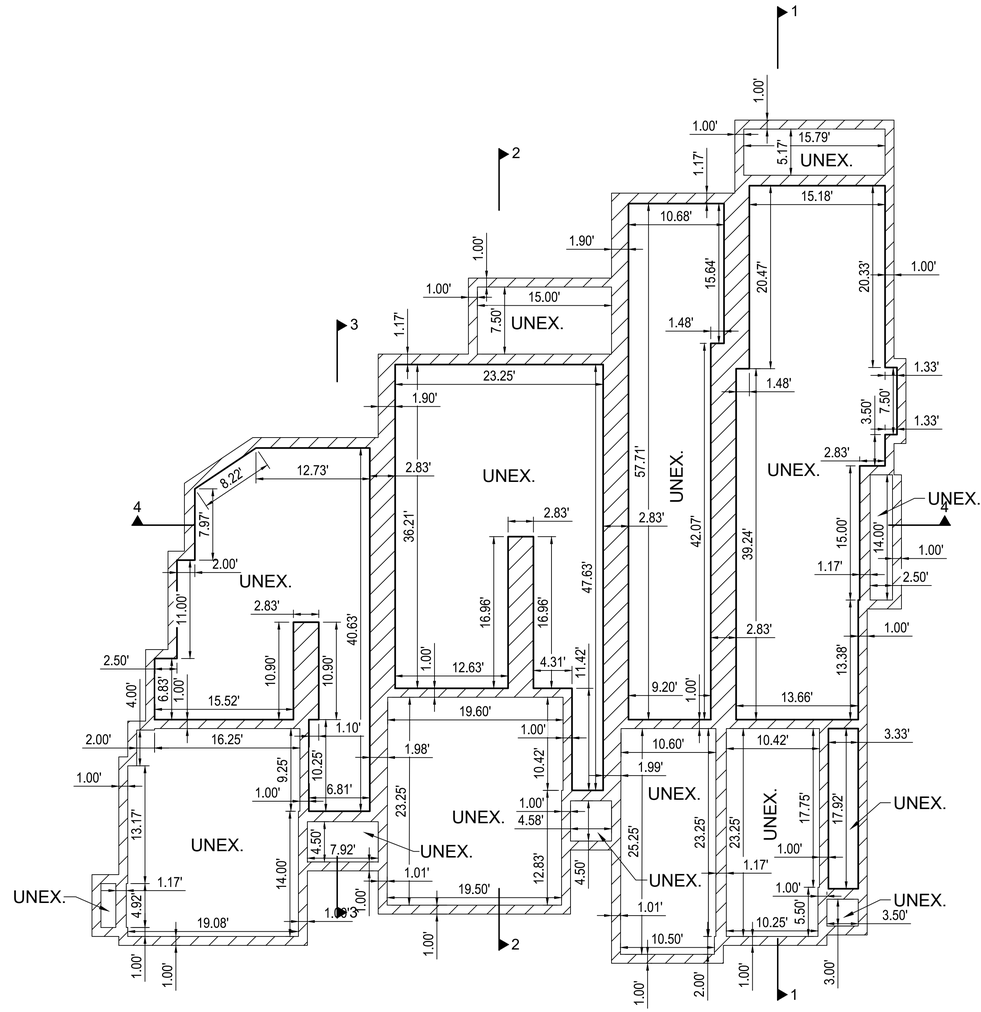


PERIMETER PLAN



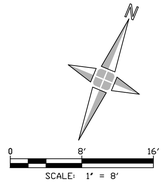
FOUNDATION PLAN

UNIT NUMBER	SURFACE GRADE ELEVATION
1	990.17
2	990.17
3	990.17
4	990.17

LEGEND

	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP
S.F.	SQUARE FEET
LCE	LIMITED COMMON ELEMENT
UNEX.	UNEXCAVATED

U	DENOTES UTILITY CLOSET GENERAL COMMON ELEMENT
P	DENOTES PORCH LIMITED COMMON ELEMENT
PA	DENOTES PATIO LIMITED COMMON ELEMENT
BA	DENOTES BALCONY AREA LIMITED COMMON ELEMENT
G	DENOTES GARAGE LIMITED COMMON ELEMENT
D	DENOTES DRIVEWAY LIMITED COMMON ELEMENT
W	DENOTES SIDEWALK LIMITED COMMON ELEMENT



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PERIMETER AND FOUNDATION PLANS

SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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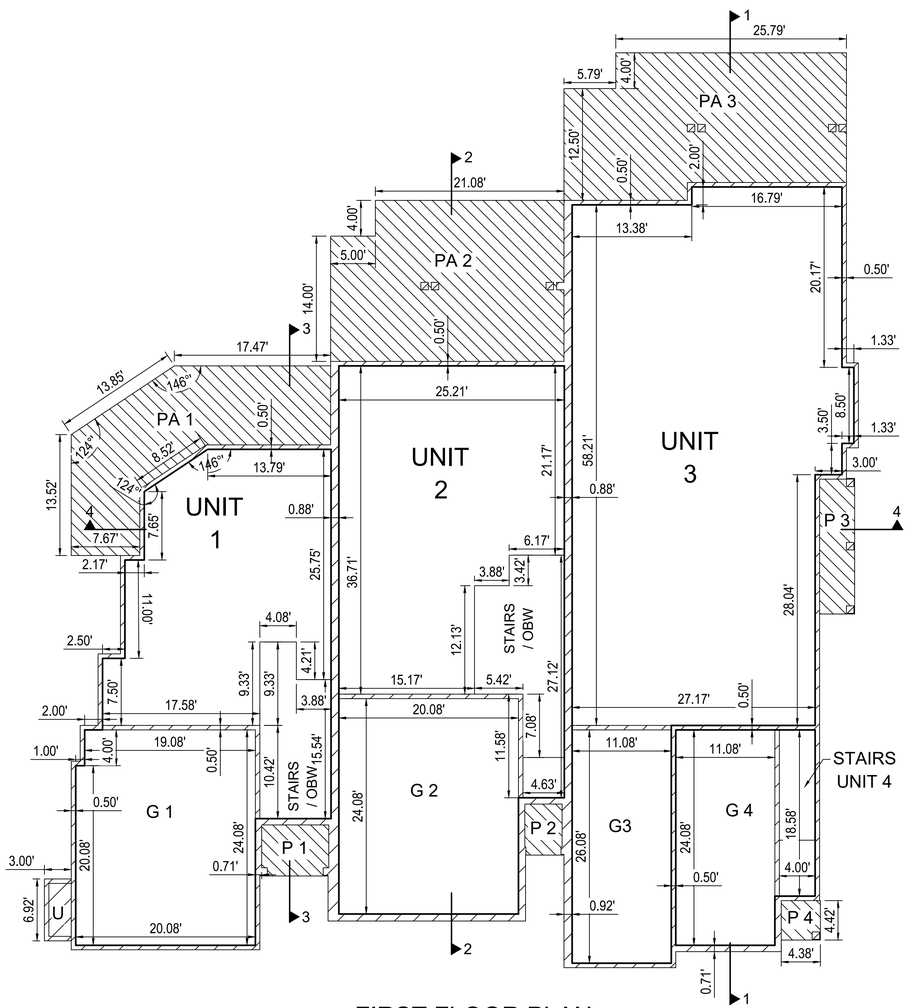
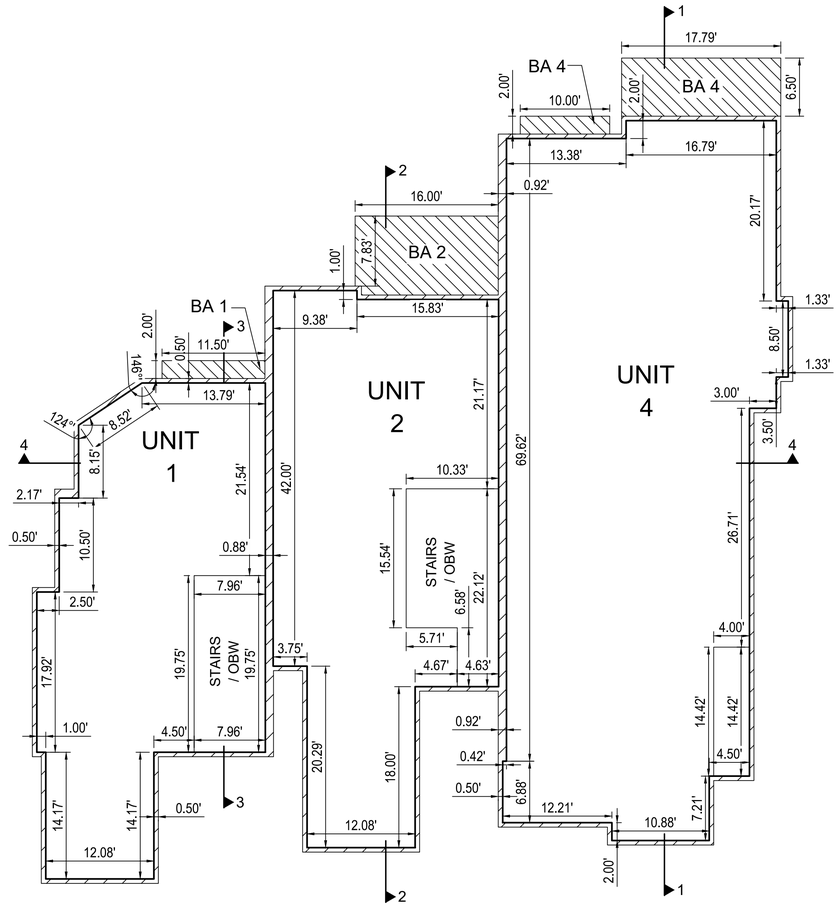


FIRST FLOOR PLAN



SECOND FLOOR PLAN

LEGEND

	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	LIMITS OF OWNERSHIP
S.F.	SQUARE FEET
LCE	LIMITED COMMON ELEMENT
OBW	UNEXCAVATED

U	DENOTES UTILITY CLOSET GENERAL COMMON ELEMENT
P	DENOTES PORCH LIMITED COMMON ELEMENT
PA	DENOTES PATIO LIMITED COMMON ELEMENT
BA	DENOTES BALCONY AREA LIMITED COMMON ELEMENT
G	DENOTES GARAGE LIMITED COMMON ELEMENT
D	DENOTES DRIVEWAY LIMITED COMMON ELEMENT
W	DENOTES SIDEWALK LIMITED COMMON ELEMENT

UNIT NUMBER	FIRST FLOOR AREA (SF)	SECOND FLOOR AREA (SF)
1	1,263	1,123
2	1,478	1,309
3	2,011	0
4	350	2,215

N

0 8' 16'

SCALE: 1" = 8'

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STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

FLOOR PLANS
SNUG HARBOR ORION CONDOMINIUM

PROPOSED DATED 00/00/2024

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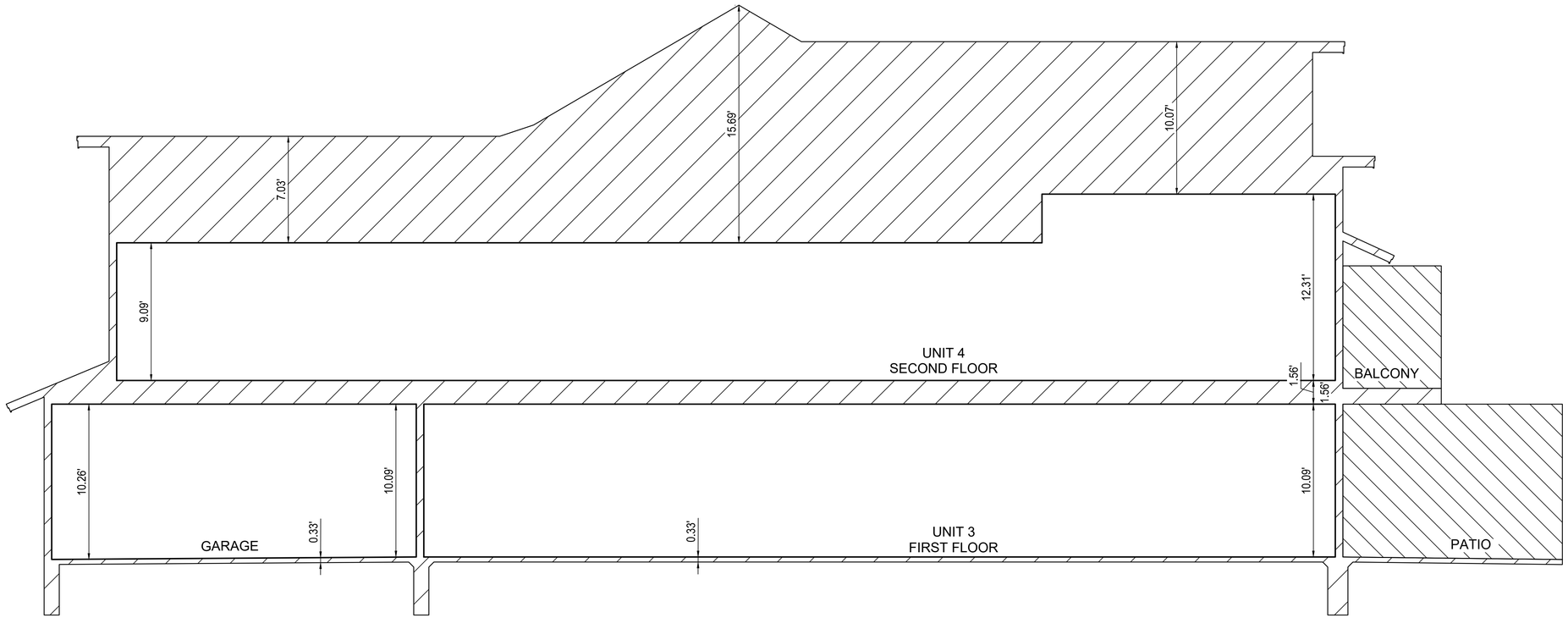
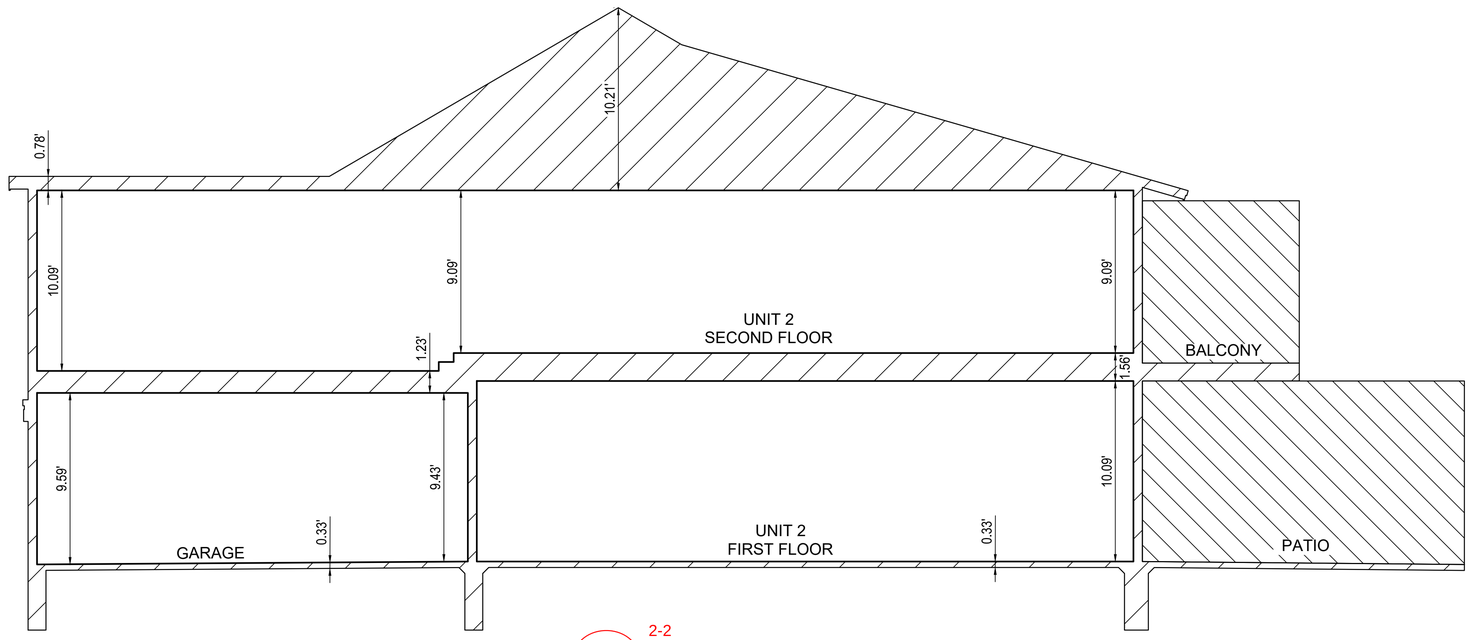


SECTION 1-1



SECTION 1-1 2-2

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

0 8' 16'
SCALE: 1" = 8'

STATE OF MICHIGAN
JOHN NICHOLAS REDASH
PROFESSIONAL SURVEYOR
No. 4001037281
LICENSED PROFESSIONAL SURVEYOR

SECTIONS
SNUG HARBOR ORION CONDOMINIUM

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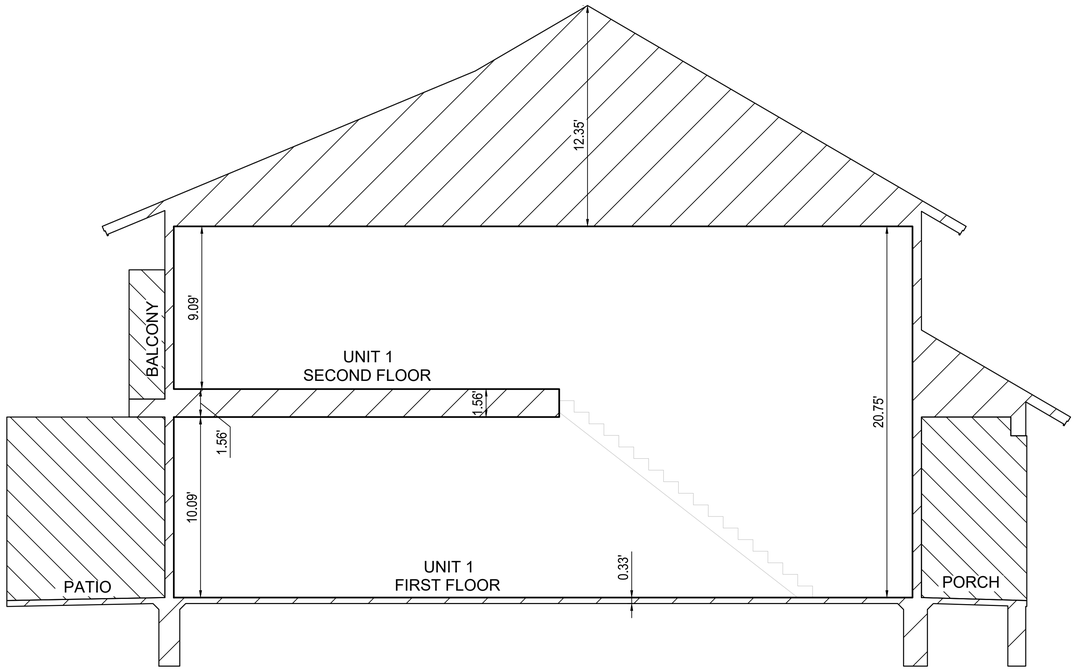
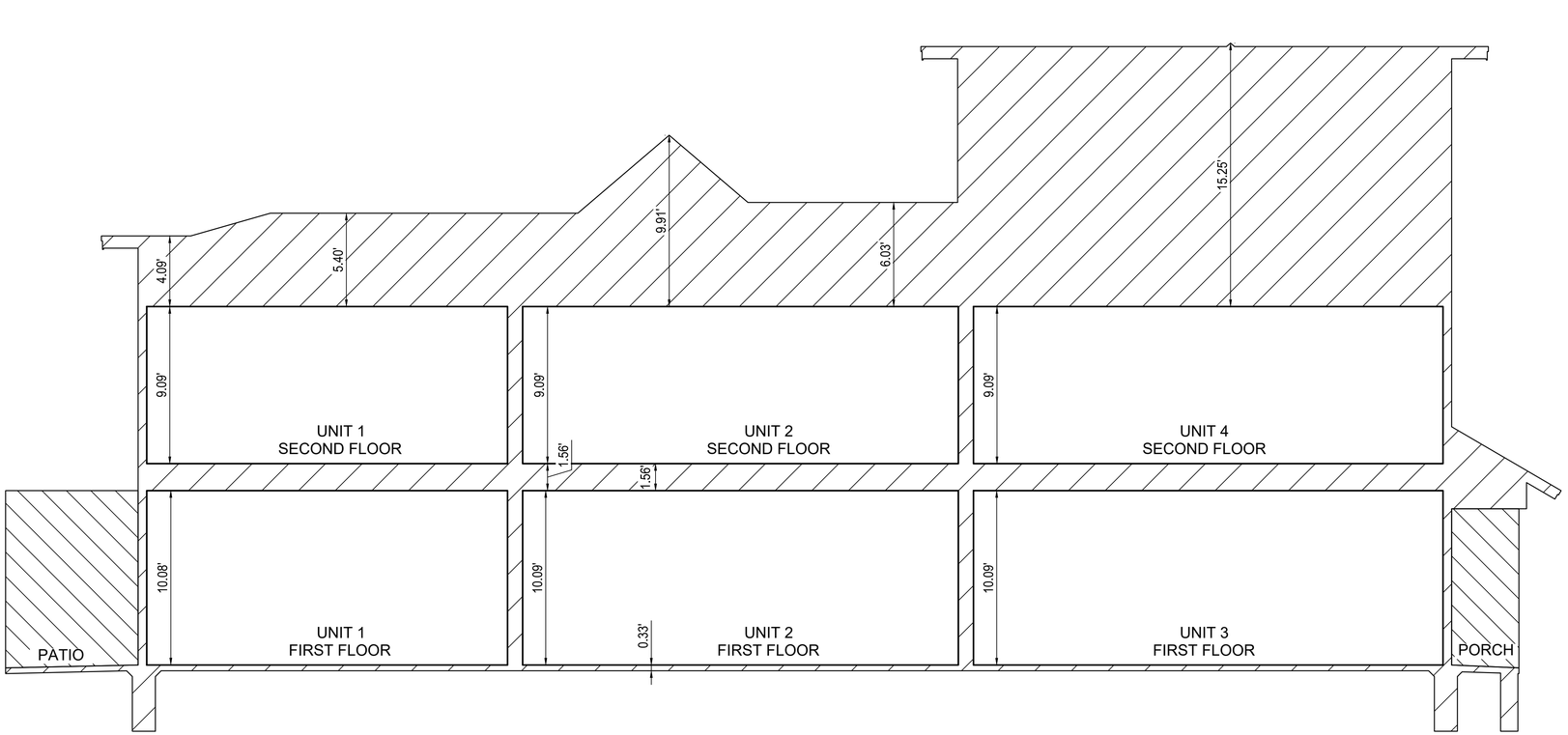


SECTION 3-3



SECTION 4-4

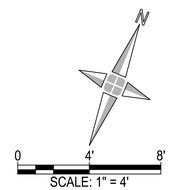
LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

NOTES

1. ALL DIMENSIONS ARE IN FEET.
2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.



SCALE: 1" = 4'

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