

**AGENDA  
CITY OF SWARTZ CREEK  
PLANNING COMMISSION  
PAUL D. BUECHE MUNICIPAL BUILDING  
TUESDAY, APRIL 6, 2021, 7:00 P.M.**

**THIS WILL BE A HYBRID MEETING, WITH UP TO 25 PERSONS IN THE CITY COUNCIL CHAMBERS  
AND TWO-WAY COMMUNICATION VIA THE ZOOM APPLICATION.  
PLEASE NOTIFY THE CITY CLERK IF YOU INTEND TO ATTEND IN PERSON**

- 1. CALL TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL CALL:** Binder, Campbell, Farmer, Grimes, Krueger, Long, Novak, Wyatt, Zuniga.
- 4. APPROVAL OF AGENDA:**
- 5. APPROVAL OF MINUTES:**
- 6. CORRESPONDENCE:**
  - A. Resolutions
  - B. Minutes: March 2, 2020
  - C. Staff Meeting Letter
  - D. Brewer Townhome Site Plans and Condominium Documents
- 7. MEETING OPENED TO PUBLIC (NON-PUBLIC HEARING ITEMS):**
- 8. BUSINESS:**
  - A. Brewer Townhome Site Plan Review
- 9. MEETING OPENED TO THE PUBLIC:**
- 10. REMARKS BY PLANNING COMMISSION MEMBERS:**
- 11. ADJOURNMENT:**

**RESOLUTIONS  
CITY OF SWARTZ CREEK  
PLANNING COMMISSION  
PAUL D. BUECHE MUNICIPAL BUILDING  
TUESDAY, APRIL 6, 2020, 7:00 P.M.**

**Resolution No. 210406-\_\_**                      **Agenda – April 6, 2021**

Motion by Planning Commission Member: \_\_\_\_\_

**I Move** the Swartz Creek Planning Commission approves the agenda for the April 6, 2021 Planning Commission meeting.

Second by Planning Commission Member: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 210406-\_\_**                      **Minutes – March 2, 2021**

Motion by Planning Commission Member: \_\_\_\_\_

**I Move** the Swartz Creek Planning Commission approves the Minutes for the March 2, 2021 Planning Commission meeting.

Second by Planning Commission Member: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 210406-\_\_**                      **Brewer Condominium Townhome Site Plan**

Motion by Planning Commission Member: \_\_\_\_\_

**WHEREAS**, the city received a proposal to construct 15 condominium townhomes on two parcels of land zoned CBD, those parcels being 58-35-576-001, 002, and;

**WHEREAS**, the project is a permitted use within the CBD and requires a full site plan review, and;

**WHEREAS**, the project was granted site plan and sale approval by the Swartz Creek City Council in 2019, but the site plan approval as expired, and;

**WHEREAS**, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance Sections 8, 18, 20, & 26-29, among other sections, finds the proposed site plan meets the intent of the zoning ordinance, and;

**WHEREAS**, the planning commission finds that the site plan meets all other general and specific standards applicable if the following conditions are met:

1. Transfer of the property, less the fire pit, to the developer conditioned upon filing of a final master deed
2. \_\_\_\_\_

**NOW, BE IT RESOLVED** that the Swartz Creek Planning Commission hereby approves the site plan and condominium documents, dated March of 2021, subject to the conditions in this resolution.

Second by Planning Commission Member: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 210406-\_\_                      Adjourn**

Motion by Planning Commission Member: \_\_\_\_\_

**I Move** the Swartz Creek Planning Commission adjourns the April 6, 2021 Planning Commission meeting.

Second by Planning Commission Member: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
VIRTUAL PLANNING COMMISSION BOARD MEETING  
ACCESS INSTRUCTIONS  
TUESDAY, APRIL 6, 2021 7:00 P.M.**

**April 6, 2021** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan’s Executive Orders 2020-15 and 2020-21.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

**Zoom Instructions for Participants**

**To join the conference by phone:**

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

**Before a videoconference:**

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to **“Join via computer”** as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

**To join the videoconference:**

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

**Participant controls in the lower left corner of the Zoom screen:**



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Topic: City of Swartz Creek Planning Commission Meeting  
Time: Apr 6, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5699610014>

Meeting ID: 569 961 0014

One tap mobile

+13126266799,,5699610014# US (Chicago)

+19292056099,,5699610014# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 569 961 0014

Find your local number: <https://us02web.zoom.us/j/5699610014>

**If you have any further questions or concern, please contact 810-429-2766 or email [colger@cityofswartzcreek.org](mailto:colger@cityofswartzcreek.org). A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.**

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**CITY OF SWARTZ CREEK  
VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, and city board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
  - (a) why the public body is meeting electronically;
  - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
  - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
  - (d) how persons with disabilities may participate in the meeting.

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

## **MAINTAINING ORDER**

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing \*9 on their phone.

## **MOTIONS & RESOLUTIONS**

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

## **PUBLIC ADDRESS OF BOARD OR Commission**

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.

5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

## **VOTING RECORD OF PUBLIC BODIES**

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.



**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF VIRTUAL PLANNING COMMISSION  
MEETING  
MARCH 2, 2021**

Virtual Meeting called to order at 7:01 p.m. by Commissioner Wyatt.

Pledge of Allegiance.

**ROLL CALL:**

Commissioners present: Binder, Long (arrived late), Campbell, Novak, Grimes, Krueger, Farmer, Zuniga, Wyatt.

Commissioners absent: None.

Staff present: Adam Zettel, City Manager.

Others present: George Hicks, Nate Henry.

**APPROVAL OF AGENDA:**

**Resolution No. 210302-01** **(Carried)**

Motion by Commissioner Krueger support by Commissioner Farmer, March 2, 2021 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

**APPROVAL OF MINUTES:**

**Resolution No. 210302-02** **(Carried)**

Motion by Commissioner Krueger support by Commissioner Binder the Swartz Creek Planning Commission approves the minutes for the February 2, 2021 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

**MEETING OPENED TO THE PUBLIC:**

None.

**BUSINESS:**

**8067 Miller Road**

Mr. Zettel recapped the activity on this property.

Mr. Zuniga offered some information and considerations to take based on his past experience working on projects, such as ADA compliances, fire suppression. He recommends that the property be branded as a live work property.

Mr. Zettel feels due to the current floor plan of the house and the financial investment needed, we could brand this property as a residential home with home occupation business.

**Resolution No. 210302-03**

**(Carried)**

Motion by Planning Commission Member Campbell  
Second by Planning Commission Member Long

**WHEREAS**, the City has been working with the Michigan Economic Development Corporation as it relates to building the community as a Redevelopment Ready Community, and;

**WHEREAS**, the community identified priority sites for redevelopment in downtown, including the Assenmacher Building, and;

**WHEREAS**, a working group related to promoting the reuse of the Assenmacher Building recommended the provision of an alley between Hayes Street and Holland Drive; and

**WHEREAS**, the City Council acquired 8067 Miller Road, a residential home, to enable the establishment of such an alley, as well as to hold in the event that the Assenmacher redevelopment required the real estate for 8067 Miller Road; and

**WHEREAS**, the Assenmacher Building has been purchased, is intended for minor rehabilitation that does not involve 8067 Miller Road, however the owner is interested in the alley access in the future; and

**WHEREAS**, the planning commission has reviewed the property and near term options, including residential rental, business rental, retention for investment, sale as residential, and use/rent as community space; and

**NOW, BE IT RESOLVED** that the Swartz Creek Planning Commission hereby recommends that the city council take the following action as it relates to 8067 Miller Road:

1. Survey and obtain an easement across the south side of the parcel sufficient to enable minimum two way traffic across said easement.

Unanimous Voice Vote  
Motion Declared Carried

**Resolution No. 210302-04**

**(Carried)**

Motion by Planning Commission Member Krueger  
Second by Planning Commission Member Novak

**I Move** recommending the property, 8067 Miller Road, be marketed as a primary single residential property with option of live work space, upon council's approval.

Unanimous Voice Vote  
Motion Declared Carried

**Meeting Open to Public:**

None.

**Remarks by Planning Commission:**

Commissioner Krueger commented it passed that we could now meet in person allowing 25 people or less attending.

**Adjourn**

**Resolution No. 201110-05**

**(Carried)**

Motion by Planning Commission Member Novak  
Second by Planning Commission Member Farmer

**I Move** the Swartz Creek Planning Commission adjourns the March 2, 2021 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

Meeting adjourned at 7:49 p.m.

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Jentery Farmer, Secretary

Date: March 31, 2021

**To: Planning Commissioners**  
**From: Adam Zettel, AICP**  
**RE: April 6, 2021 Planning Commission Meeting**

Hello everyone,

**We will be meeting at 7:00 p.m. on April 6, 2021. This will be a hybrid meeting, offering in-person attendance and virtual attendance using the Zoom application.** 25 persons can attend in person. Contact the city clerk to reserve such a spot. All other will be able to engage in two way communication via Zoom. Information on how to access the meeting is included.

Our primary agenda item is the Brewer Townhomes on the corner of Morrish and Fortino Drive. This project has been previously approved by the planning commission and city council for site plan review and sale. However, the site plan approval granted in 2019 has expired. Since the builder is now prepared to commence building, they seek to affirm the site plan. Noted delays were drainage review by Genesee County (late 2019-2020 and COVID 2020).

This project is a partnership project between the city, DDA, and RBF Construction (a local builder). This process has evolved over the years, beginning with a housing study that recommended 'missing middle' homes on the periphery of downtown in the mid-2000s. Subsequent public workshops and the planning of the DDA led to an effort to work with a local builder on an opportunity to realize a vision of townhomes on this site.

The city council agreed to enable the planning of this, as led by the DDA. The DDA and the builder then split costs for a survey, architectural services, and site plan design. Various layouts, densities, and architectural styles were vetted by the DDA. Eventually, a plan for 15 condominium townhomes was given the nod for final design.

The DDA has voted to proceed with the use, concept, and design as generally presented. It is now up to the planning commission to affirm the site plan. Though this is a more innovative concept, the site plan is rather simple. The reason for this is because the plans eliminated many site plan features, such as site lighting, dumpsters, common

parking, and additional public utilities. As such, we are left with site layout, general setbacks, landscaping, screening, and architectural design.

Because the land is in the Central Business District, the use is permitted as of right and the setbacks are very generous (encouraging higher densities). I have included a separate review letter. In short, I believe the use and design still meet both the intent and objectives of the CBD. I also believe this is an important step in adding a necessary housing style to the community and doing so in a way that highlights 'small-town downtown'.

In other news, the raceway owner is still looking to consider other options, and the city master plan will be revisited this year. We are also in the process of preparing 8067 Miller Road to sell. It appears that we have some work to do prior to being ready to accept conventional lending. Please read the city council, DDA, and park board packets when they are sent out to stay in the loop!

That is all for now. Contact me with questions or comments. If I get other materials, I will send them along!

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel". The signature is fluid and cursive, with the first name "Adam" and the last name "Zettel" clearly distinguishable.

Adam H. Zettel, AICP  
City Manager  
City of Swartz Creek  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

# APPLICATION FOR SITE PLAN REVIEW

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473  
810-635-4464

REV 02/26/2021

Date: ~~04-7-2019~~

File No: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Receipt No: \_\_\_\_\_

## NOTICE TO APPLICANT:

Regular meetings of the Swartz Creek Planning commission are held on the first Tuesday of each month at 7:00 PM, at the City Hall, 8083 Civic Dr. Application for site plan review shall be filed at least thirty (30) days before the scheduled meeting date.

*Applicant should be familiar with all aspects of the City's Zoning Appendix A pertinent to the site plan application, including but not limited to: the appropriate level of site plan review, the site plan process, review standards, performance guarantees, use restrictions, landscaping, parking, design standards, fees, and enforcement.*

## TO THE PLANNING COMMISSION:

I, (We), the undersigned, do hereby respectfully make application and petition the Planning Commission to recommend approval of the attached site plan as hereinafter requested, and in support of this application, the following facts are shown.

*Furthermore, I (We) have attached proof of ownership, information regarding the number of peak employees anticipated to accompany the site plan uses, and the names, addresses, and telephone/fax numbers of any and all engineers, attorneys, architects, and other professionals associated with this project.*

The property is located and described, as follows:

Assessment Roll Description No. 58- 35 - 576 - 001, AND 002

Address: \_\_\_\_\_

Other description: Fortino Dr vacant property

It has a frontage of: 64 feet and a depth of: 630 feet. Total acreage is: 1.78

PRESENT ZONING: CBD

If the property is in acreage, and is not therefore a part of a recorded plat: The subject property is located and described as follows: (indicate total acreage also).

Assessment Roll Description No. 58- 35 - 576 - 001 AND 002,

See sheet 1 of 10 for new legal which excludes the Boy Scout ceremonial flag pit.

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SITE PLAN APPLICANT INFORMATION:

Name: RBF Holdings, LLC

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Address: 4140 Morrish Rd

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Phone Number: 810.516.4405

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SUBJECT PROPERTY IS OWNED BY:

Name: City of Swartz Creek

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Address:

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Phone Number:

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It is proposed that the property will be put to the following use:

Residential condominium

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It is proposed that the following building(s) will be constructed (note gross sq. ft of each): 15 residential units at 1,700 sqft each

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*Brett A. Jory*

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Signature of Applicant

Phone Number: 810.516.4405

*Brett A. Jory*

---

Signature of Owner

Phone Number: \_\_\_\_\_

Date: March 31, 2021

**Attention:** Swartz Creek Planning Commission  
**Subject:** **Brewer Townhome Site Plan/Condominium Review**  
**Tax ID No's:** 58-35-576-001 & 58-35-576-002  
**Property Owner:** City of Swartz Creek; Developer: RBF Construction, Inc.

Dear Chairman and Commissioners:

I have reviewed the above site plan submitted by RBF Construction to develop a fifteen condominium homes (five buildings of three units). The property is zoned Central Business District (CBD), which permits townhome housing as-of-right. The plan includes building structures, landscaping, private drive access, fencing/screening, drainage elements, and related features.

This is a second review of the site plan, with the original review and approval being in 2019. Site plan approval has expired and must be affirmed prior to the sale of the property and granting of building permits.

The plan for this project is submitted for site plan and condominium review and does not require any known variances. The site plan is composed of two separate submissions. The site plan sheets and the building elevations are attached and included by reference. The master deed and bylaws are also included and must be approved under the zoning ordinance.

The following constitutes the site plan review for the project.

**1. CBD Standards.**

**Finding: In compliance**

Staff finds that the proposed use meets the intent of the master plan, the Downtown Development Plan, and the CBD intent. As outlined in the intent section of the CBD, the first priority is to encourage innovative, neo-traditional residential/mixed-use developments. This district is intended to be dense, walkable, durable, and integrated into the public features of the street and neighborhood.



Note that this site is currently owned by the city and much effort has been put into planning for its use and contribution to the community. Efforts included public workshops and much deliberation by the downtown development authority. Quality, dense housing is a preferred option based upon the recommendation of a commissioned housing study performed by Anderson Economic Group. This option, after vetting and alteration by the DDA and RBF Construction, has resulted in the proposal.

Townhouses are a permitted use in the CBD. Setbacks for standard ordinance requirements are met.

### CBD Dimension Standards

CBD	Required	Proposed	Comments
Minimum lot area	0 ft.	2.3 acres, less fire pit	In compliance
Minimum lot width	0 ft.	128 ft.	In compliance
Minimum front yard setback	0 ft.	10 ft.	In compliance
Minimum side yard setback	0 ft. (a)	5 ft.+	In compliance
Minimum rear yard setback	0 ft. (a) (b)	69 ft.+	In compliance
Maximum lot coverage for all buildings	0%	~20%	In compliance
Maximum building height	4 stories; 50 ft.	2 story	In compliance

(a) No side yards are required along the interior side lot lines, except as otherwise specified in the building code. A four-foot high obscuring wall, fence, or greenbelt strip shall be provided on those sides of property abutting land zoned for residential.

(b) Loading space shall be provided in the rear calculated as five square feet per front foot of building.

## 2. Site Plan and Structures-Generally.

**Finding: In compliance; amendment and conditions proposed**

Much effort was put into designing a series of homes that had an appropriate scale, architectural style, and function. Access is off the side street only. Homes face both Morrish and Fortino Drive. The DDA and RBF felt it important to provide individual drives, garages, and waste collection. This eliminates many pitfalls of dense housing, including dumpsters, common parking areas, lighting, etc.

The site is showing one adjustment to the legal description, which is the removal of the fire pit from the sale. The developer proposes to leave the noted section under ownership of the city. Note that the site plan may need to be altered to ensure the ability to add a left turn land to Morrish Road. The Morrish Road project is currently under design, with the expectation that construction will be in 2022. It is unclear how this will impact the south east portion of the site, but the engineers believe the site features outside of the right of way will not be impacted.

The architectural style was devised by professionals that specialize in infill developments. Based upon the historic styles and composition of housing in the community’s past, it was decided that lapboard finishes are preferable to brick or other modern building materials (glass, metal, etc). The style, including porches, attempts to compliment the rural/historic nature of community homes, while adding a high degree of functionality and privacy.

Overall, the site attempts to accomplish the objectives of supplying quality density and integrating the project into the fabric of the street & neighborhood, without compromising on the small town feel.

### 3. Landscaping and screening.

#### Finding: Waiver recommended

A landscape plan has been submitted. Landscape features are pending review of the initial concept.

<b>CBD/RM-1</b>	<b>Required</b>	<b>Proposed</b>	<b>Comments</b>
<b>Frontage Trees</b>	One tree per 40 ft; 17 trees	9	Waiver Required
<b>Unit Shrubs</b>	Four per unit; 60 shrubs	88	In compliance
<b>Additional shrubbery</b>	None	25 screening plants	Substitute for canopy trees/fence

A green belt and screening trees is proposed for screening.

**4. Parking and Loading.**

**Finding: Not applicable**

Parking is provided in adequate amounts by virtue of two-car garages and private drives.

**5. Lighting.**

**Finding: Not applicable**

Public lighting is provided for by the city. The site plan includes only building mounted lighting that complies with residential zoning and building codes.

**6. Signs.**

**Finding: Not applicable**

No signs are proposed.

**7. Vehicular and Pedestrian Circulation.**

**Finding: In compliance**

The site has sidewalks connecting all units. Vehicle circulation is by limited access off of Fortino Drive only. Space remains to widen Fortino Drive at Morrish to add a left turn lane in the future. This is not a part of this project, but is proposed for the Morrish Road resurfacing, which is federally funded. Note that the contractor is to supply a new single-access drive to the home immediately to the north.

**8. Natural Features**

**Finding: In compliance**

No significant natural features have been identified. Drainage plans indicate some surface and underground storage. The system shall require approval by the city engineer.

**9. Condominium Documents**

**Finding: In compliance**

The condominium documents have been initially reviewed by staff and the city attorney per Ordinance Section 18. No further comments or findings have been made at this time. The common area elements and other aspects appear adequate. If commissioners have more comments on this, we can go over them in more detail at the meeting.

### **Summary and Recommendation**

This site is relatively straight forward, despite the innovative use. Due to the compact nature of the frontage, an alternate landscape plan is proposed. Otherwise, there are not any issues that need to be overcome. Note that engineering reviews for utilities and storm water shall follow per the city's engineer. The following findings have been tentatively made by staff (note that these are subject to changes and additions based upon future submissions):

#### **Required Amendments**

1. \_\_\_\_\_

#### **Recommended Amendments**

1. \_\_\_\_\_

#### **Recommended Waivers**

1. Acceptance of alternate landscaping and screening plan.

With the conditions noted above, I recommend approval of the site plan. Please contact me directly if you have any comments or inquiries on the matter. I am happy to receive comments in person, in writing, over the phone, or via e-mail.

Sincerely,



Adam H. Zettel, AICP  
City of Swartz Creek  
810.287.2147

[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)



# LOCATON MAP



# SHEET INDEX

1	EXISTING SITE PLAN	6	GCWWS – STANDARD DETAILS 1
2	PROPOSED SITE PLAN	7	GCWWS – STANDARD DETAILS 1
3	GRADING AND LANDSCAPING	8	GCWWS – STANDARD NOTES
4	UTILITY PLAN	9	SESC PLAN
5	CONSTRUCTION DETAILS	10	SESC STANDARD DETAILS

### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, TOWN 7-NORTH, RANGE 5-EAST, CITY OF SWARTZ CREEK, COUNTY OF GENESEE, STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS: LOT 2 AND LOT 3 OF "SUPERVISOR'S PLAT OF SWARTZ CREEK" AS RECORDED IN GENESEE COUNTY RECORDS EXCEPT THE SOUTH 45 FEET OF THE WEST 60 FEET OF SAID LOT 2.

ALSO DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 35, T-7N, R-5E, MICHIGAN; THENCE S89°34'41"W, 50.00 FEET TO THE WEST LINE OF MORRISH ROAD (50' WIDE); THENCE ALONG SAID WEST LINE S00°25'19"E, 1700.5 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID WEST LINE S00°25'19"E, 128.00 FEET TO THE NORTH LINE OF FORTINO DRIVE; THENCE ALONG SAID NORTH LINE S88°28'12"W, 570.00 FEET; THENCE N00°25'19"W, 45.00 FEET; THENCE S88°28'12"W, 60.00 FEET; THENCE N00°25'19"W, 83.00 FEET; THENCE N88°28'12"E, 630.00 FEET TO SAID POINT OF BEGINNING.

### NOTES

VERTICAL DATUM IS NAVD88  
 HORIZONTAL DATUM IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83 (2011)  
 UNITS ARE INTERNATIONAL FEET.

### BENCHMARK DATA TABLE

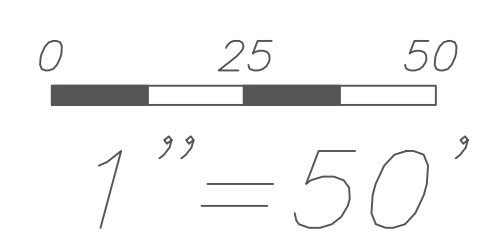
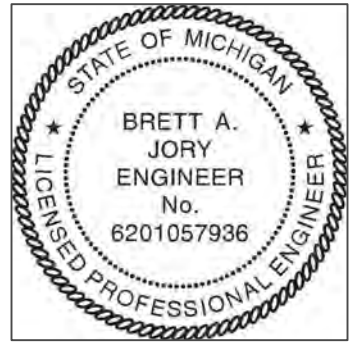
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM 2	532280	13266133	805.16	SET CHISELED X IN THE NORTHEAST RIM OF TELEPHONE MANHOLE IN ASPHALT PARKING LOT ON EAST SIDE OF FIRE STATION

### TRAVERSE POINT DATA TABLE

NUMBER	NORTHING	EASTING	DESCRIPTION
TP 1	532273.8060	13266191.3980	SET ROD WITH ROWE TRAVERSE CAP 15'± NORTH OF CENTERLINE OF SIDEWALK ON NORTH SIDE OF FORTINO STREET AND 13'± EAST OF CENTERLINE OF ASPHALT PARKING LOT AT FIRE STATION

### BASIS OF BEARING

BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (2011)



# EXISTING SITE PLAN

RBF HOLDINGS LLC		PHONE 810.516.4405	
A "Rather Be Fishing" Company		FAX 810.630.9111	
Scale: AS SHOWN Date: 09-18-19		By: BAJ Chkd: Sh. 1 of 10	
Project: BREWER TOWN HOMES		April 6, 2021	
NOTE: OWNER/ENGINEER ARE SAME ENTITY		Job No.: 19-001	



**SCHEDULE**

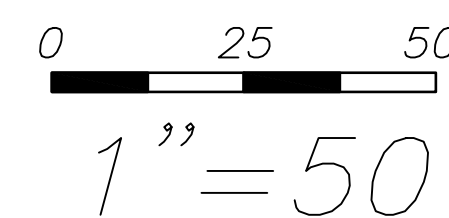
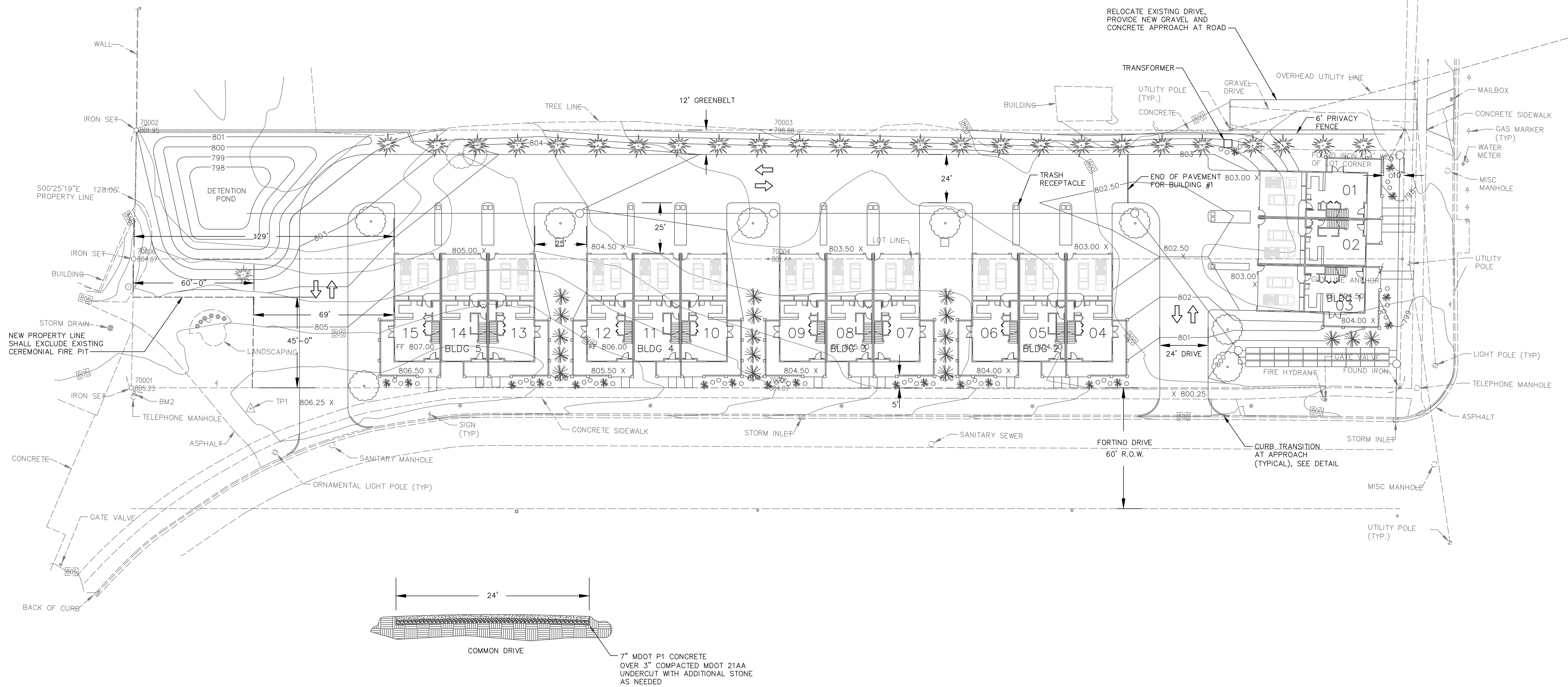
2021	
MARCH-APRIL	PLAN APPROVALS
MAY	INSTALL STORM DETENTION AND PHASE 1 ENTRANCE
JUNE-DECEMBER	CONSTRUCT UNITS 1-3
2021 AND BEYOND	
CONSTRUCTION UNITS 4-15 AS DETERMINED BY DEMAND	

**PROPOSED LAND USE**  
 - BREWER TOWN HOMES CONDOMINIUM CONSISTING OF FIVE THREE UNIT RESIDENTIAL TOWNHOMES, COMMON SPACE AND BUILDING EXTERIOR TO BE MAINTAINED BY CONDOMINIUM ASSOCIATION.

**SITE LIGHTING**  
 PROPOSED LIGHTING WILL BE BUILDING MOUNTED RESIDENTIAL STYLE PORCH AND GARAGE FIXTURES.

**BUILDING SETBACKS**

- FRONT 5 FT (0 REQUIRED)
- SIDE 25 FT (0 REQUIRED)
- REAR 60 FT (0 REQUIRED)



# PROPOSED SITE PLAN

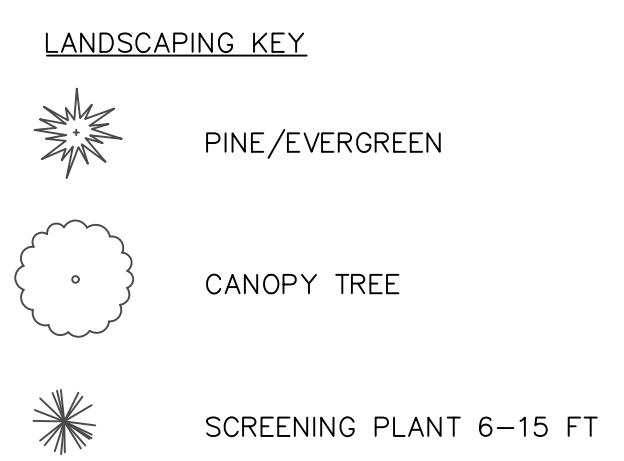
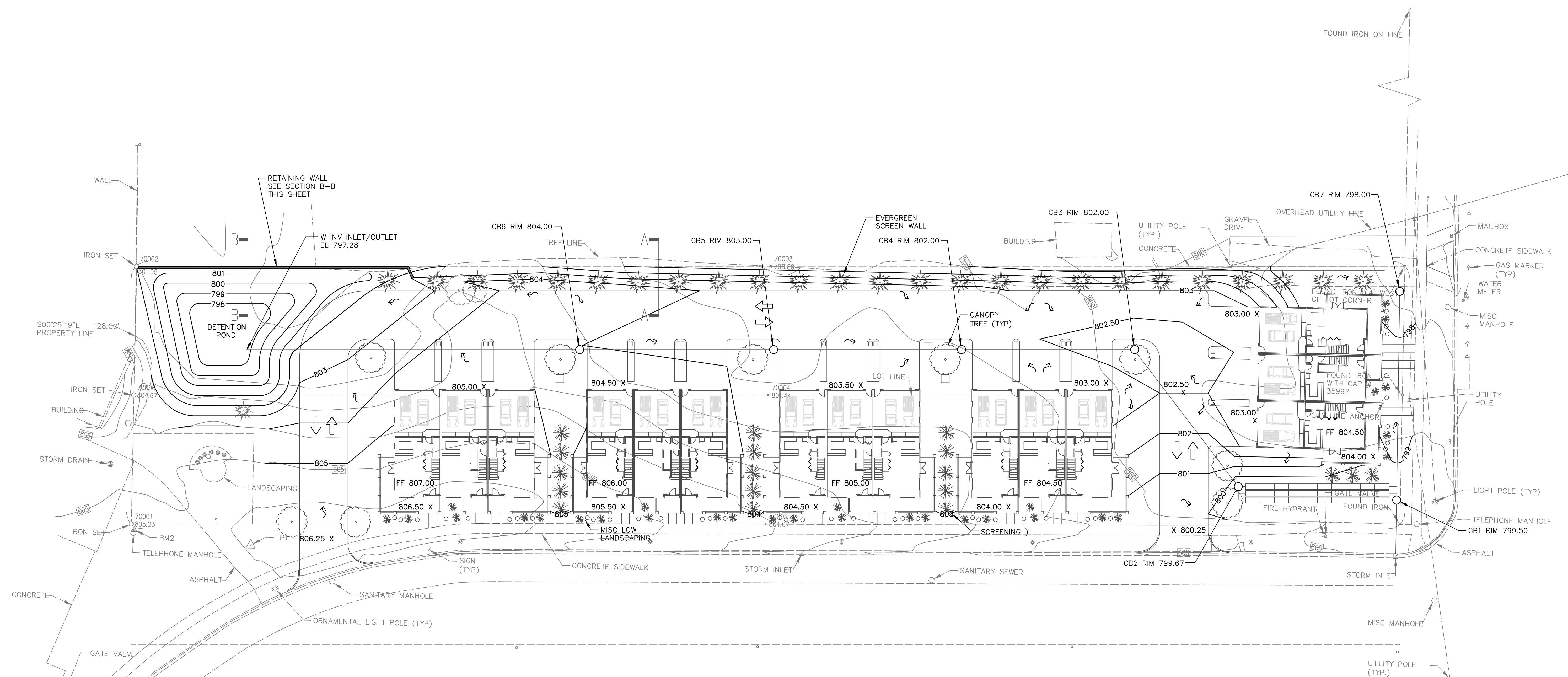
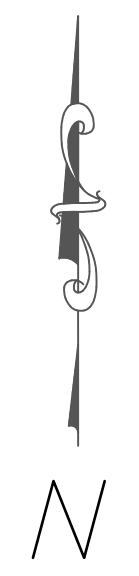
NO.	REVISION	DATE
	BAJ	02/26/21
	BAJ	02/04/20

**RBF HOLDINGS LLC**  
 A "Rather Be Fishing" Company

Scale: AS SHOWN Date: 09-18-19 By: BAJ Chkd: Sh. 2 of 10  
 Project: BREWER TOWN HOMES April 6, 2021  
 NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001

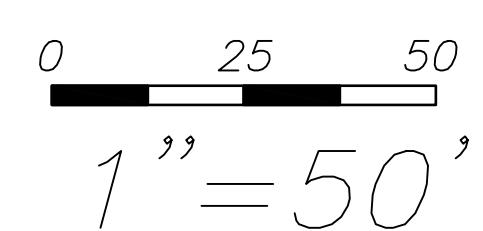
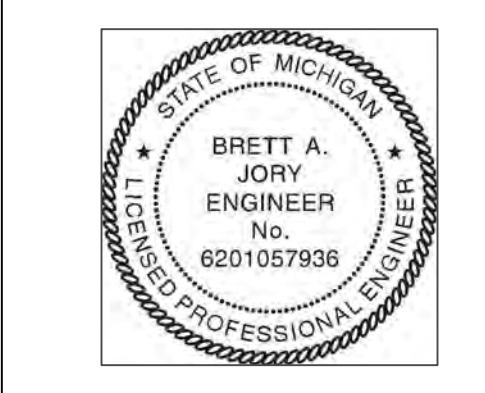
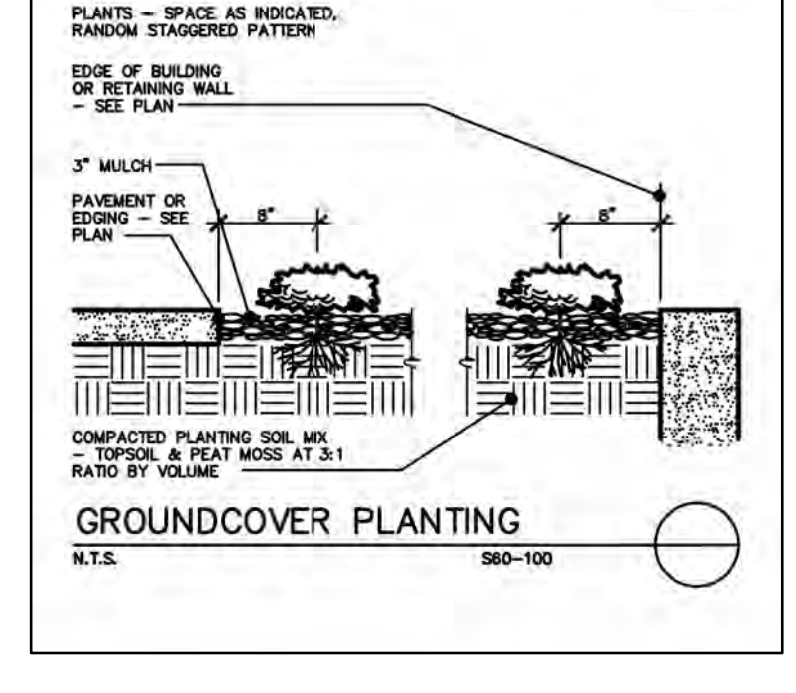
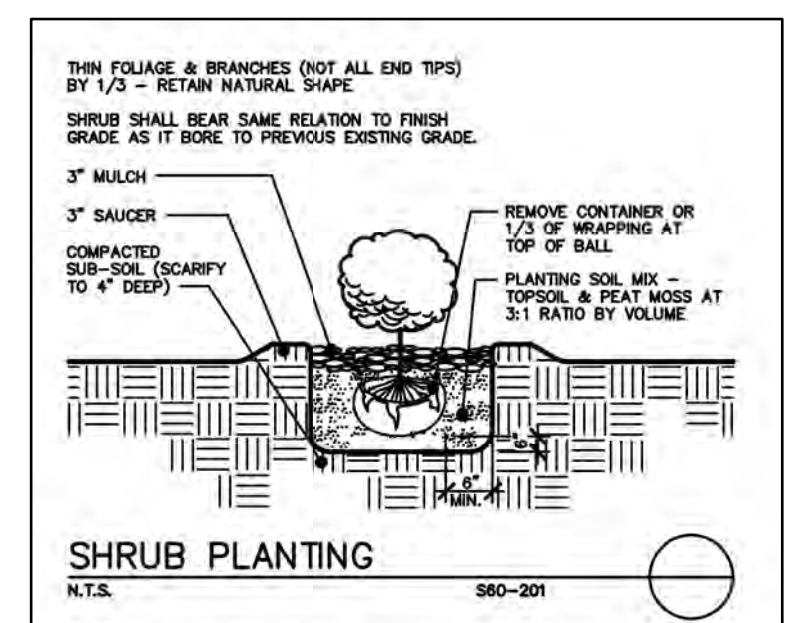
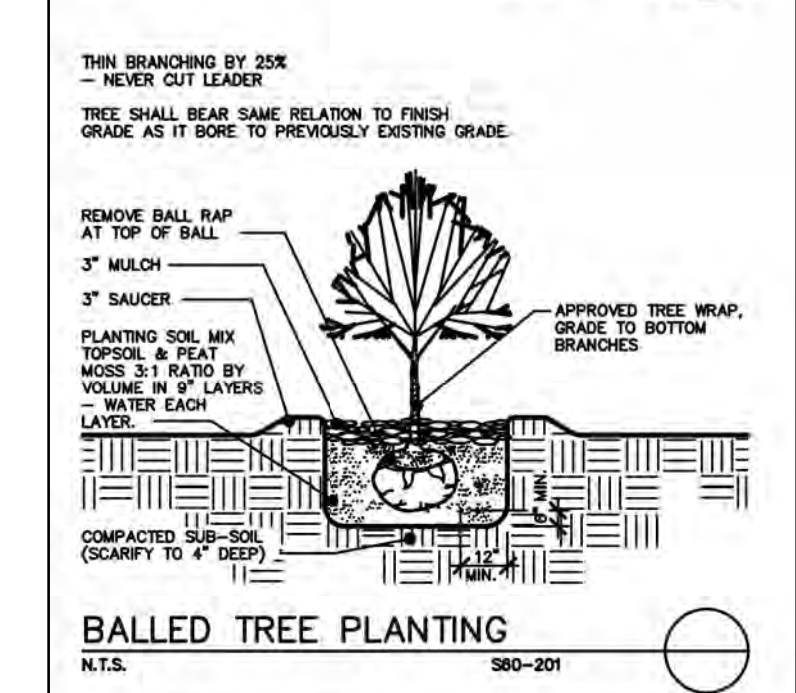
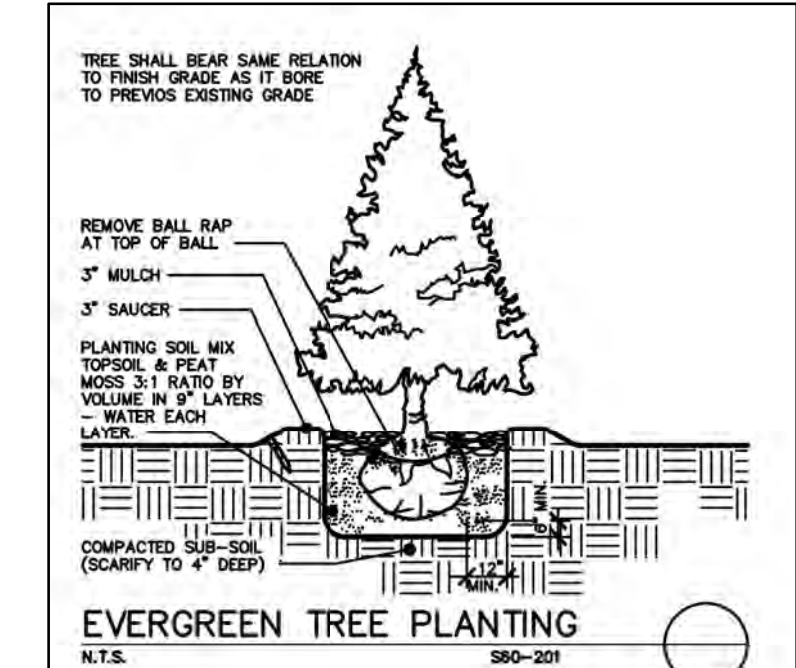
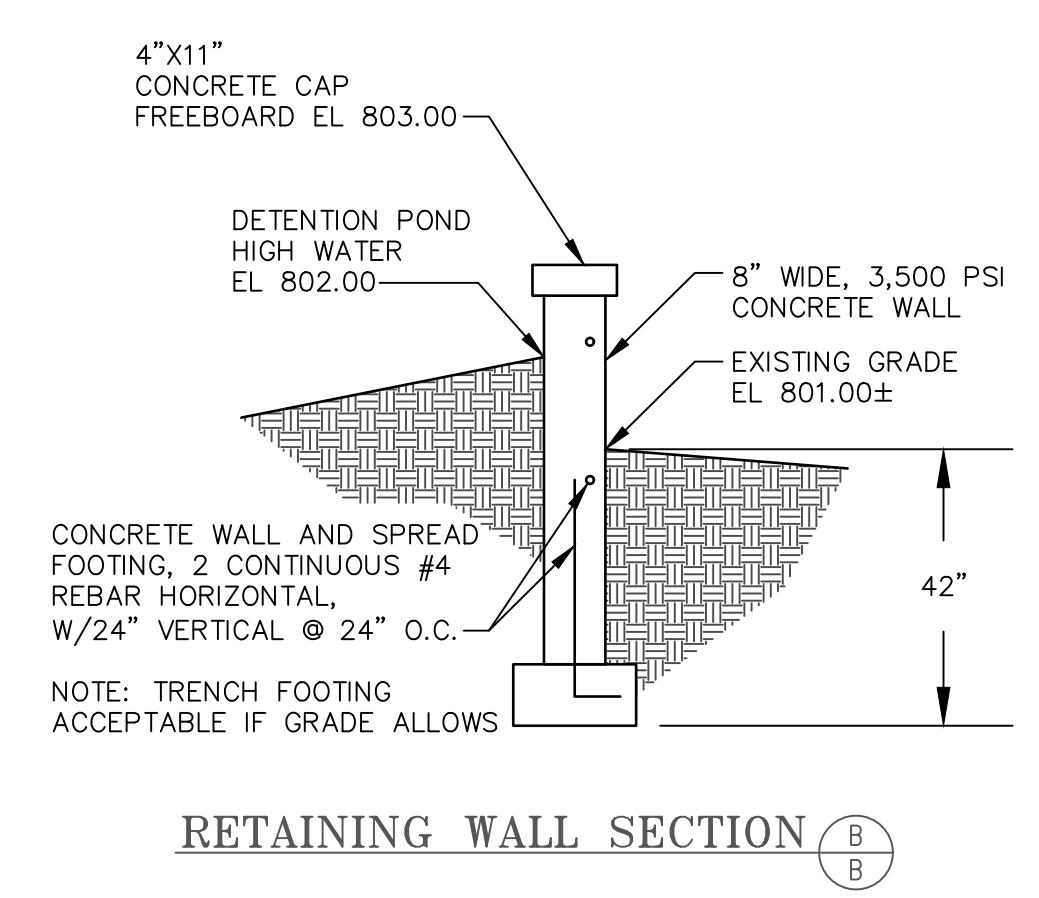
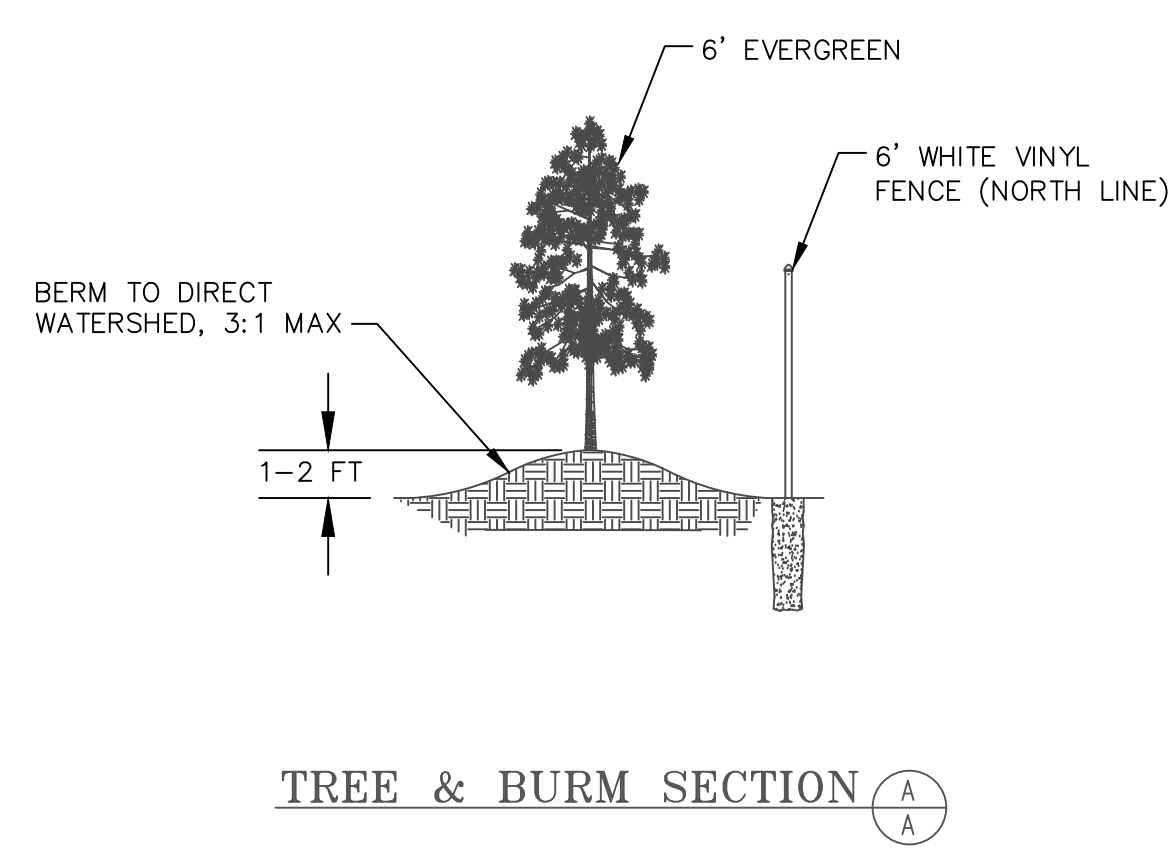
PHONE 810.516.4405  
 FAX 810.630.9111  
 4140 MORRISH ROAD,  
 SWARTZ CREEK MI, 48473





\*o\*o\*o MISC. DECORATIVE LANDSCAPING UNDER 4 FT

- LANDSCAPING NOTES:**
1. PROVIDE ARBORVITAE ALONG NORTH LINE. MAXIMUM 15 FT SPACING.
  2. 17 CANOPY TREES REQUIRED PER ORDINANCE (1 PER 40 LFT ROAD FRONTAGE), 9 SHOWN. DISTANCE BETWEEN TOWNHOUSE FRONT PORCH AND SIDEWALK DOES NOT FACILITATE A LARGE CANOPY.
  3. 4 SHRUBS PER UNIT REQUIRED (60), 74 SHRUBS SHOWN WITH 18 ADDITIONAL SCREENING PLANTS SHOWN BETWEEN UNITS.



# GRADING AND LANDSCAPING

NO.	REVISION	DATE	BY	CHKD	DATE
	BAJ	02/26/21			
	BAJ	02/04/20			

**RBF HOLDINGS LLC**  
 A "Rather Be Fishing" Company  
 4140 MORRISH ROAD, SWARTZ CREEK MI, 48473  
 PHONE 810.516.4405  
 FAX 810.630.9111  
 Scale: AS SHOWN Date: 09-18-19 By: BAJ Chkd: Sh. 3 of 10  
 Project: BREWER TOWN HOMES April 6, 2021  
 NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001



UPPER DRAINAGE AREA / LOWER DRAINAGE AREA

NOTES:

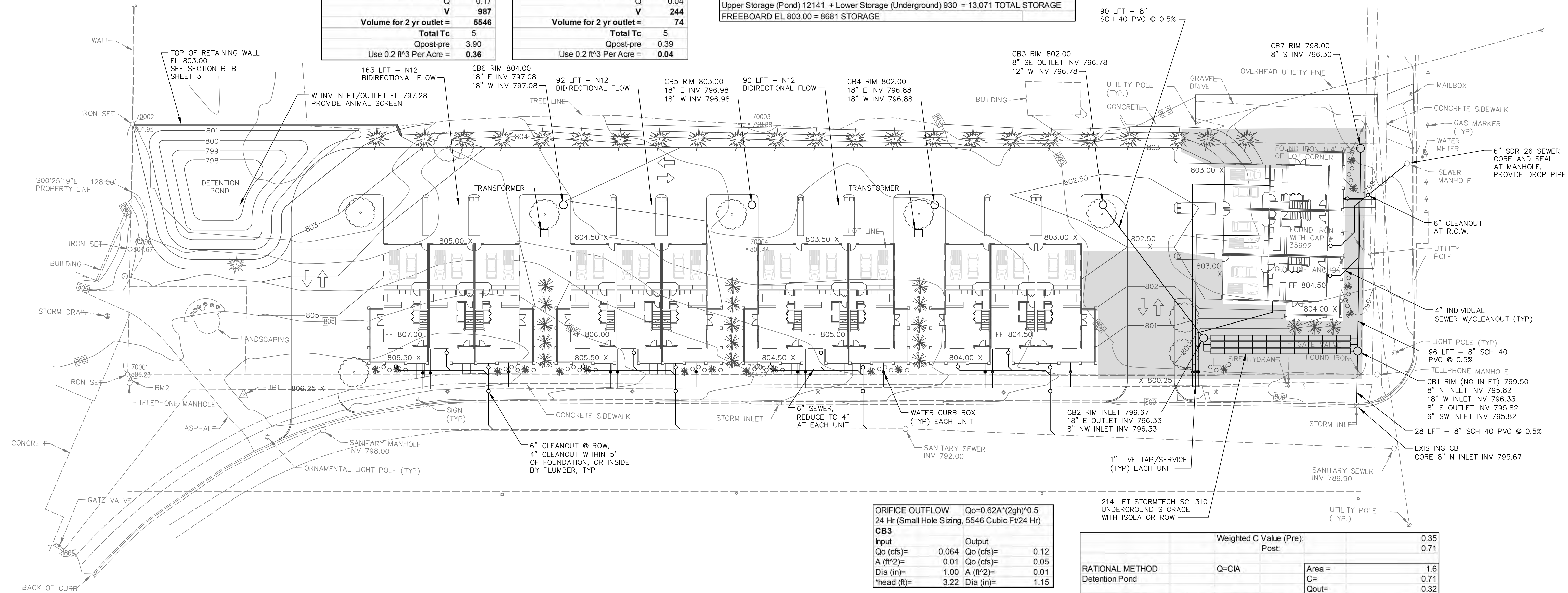
- 6" SEWER AND CLEANOUTS SHALL BE SDR 26. 4" SHALL BE SCH 40 PVC.
- 1" WATER LEADS SHALL BE TYPE K COPPER.
- BACKFILL N12 PIPE WITH CLASS 2 SAND PER MANUFACTURER INSTRUCTIONS.

Requirement A		A = 1.6
P (Detroit Metro Area) =		0.9
Impervious (Post Develop) =		65
Rv = 0.05+0.009(60%) =		0.635
WQV = P*Rv =		0.57
WQV (ft <sup>3</sup> ) =		3319
Requirement B		
From DNR excel sheet =		6533
B > A so Requirement A is met		
TR-55		
2-year rainfall		2.26
CN (undeveloped)		58.00
Q		0.17
V		987
Volume for 2 yr outlet =		5546
Total Tc		5
Qpost-pre		3.90
Use 0.2 ft <sup>3</sup> Per Acre =		0.36

Requirement A		A = 0.18
P (Detroit Metro Area) =		0.9
Impervious (Post Develop) =		28
Rv = 0.05+0.009(60%) =		0.302
WQV = P*Rv =		0.27
WQV (ft <sup>3</sup> ) =		178
Requirement B		
From DNR excel sheet =		318
B > A so Requirement A is met		
TR-55		
2-year rainfall		2.26
CN (undeveloped)		58.00
Q		0.04
V		244
Volume for 2 yr outlet =		74
Total Tc		5
Qpost-pre		0.39
Use 0.2 ft <sup>3</sup> Per Acre =		0.04

VOLUMES		V=h/3(Top+Bot+(T*B)*0.5)	
Detention Pond		low elev to high elev	
Elevation	Area (ft <sup>2</sup> )	h	Cum. Vol.
798.00	973.00		
799.00	1804.00	1.00	1367.29
800.00	2856.00	1.00	2309.95
801.00	4206.00	1.00	3509.29
802.00	5743.00	1.00	4954.59
803.00	12000.00	1.00	8681.52
Upper Storage (Pond) 12141 + Lower Storage (Underground) 930 = 13,071 TOTAL STORAGE		FREEBOARD EL 803.00 = 8681 STORAGE	

LOWER DRAINAGE AREA



ORIFICE OUTFLOW  $Q_o = 0.62A \sqrt{2gh} \cdot 0.5$   
24 Hr (Small Hole Sizing, 5546 Cubic Ft/24 Hr)

**CB3**

Input	Output
Qo (cfs) = 0.064	Qo (cfs) = 0.12
A (ft <sup>2</sup> ) = 0.01	Qo (cfs) = 0.05
Dia (in) = 1.00	A (ft <sup>2</sup> ) = 0.01
*head (ft) = 3.22	Dia (in) = 1.15

ORIFICE OUTFLOW  $Q_o = 0.62A \sqrt{2gh} \cdot 0.5$   
24 Hr (Small Hole Sizing, 5546 Cubic Ft/24 Hr)

**CB1**

Input	Output
Qo (cfs) = 0.32	Qo (cfs) = 0.14
A (ft <sup>2</sup> ) = 0.01	Qo (cfs) = 0.06
Dia (in) = 1.00	A (ft <sup>2</sup> ) = 0.03
*head (ft) = 4.72	Dia (in) = 2.33

ORIFICE OUTFLOW  $Q_o = 0.62A \sqrt{2gh} \cdot 0.5$   
24 Hr (Small Hole Sizing, 5546 + 74 Cubic Ft/24 Hr)

**CB1**

Input	Output
Qo (cfs) = 0.065	Qo (cfs) = 0.07
A (ft <sup>2</sup> ) = 0.018	Qo (cfs) = 0.02
Dia (in) = 1.00	A (ft <sup>2</sup> ) = 0.02
*head (ft) = 0.61	Dia (in) = 1.75

ORIFICE OUTFLOW  $Q_o = 0.62A \sqrt{2gh} \cdot 0.5$   
24 Hr (Small Hole Sizing, 5546 + 74 Cubic Ft/24 Hr)

**CB1**

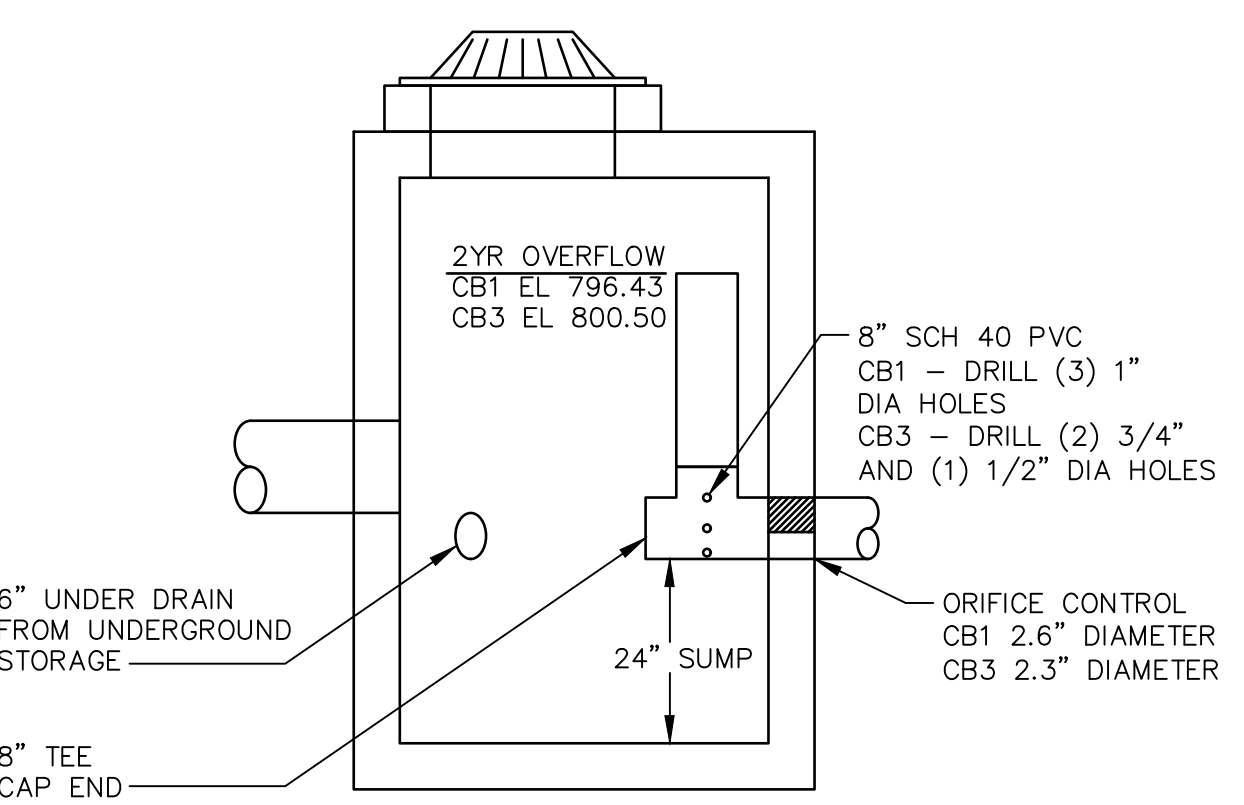
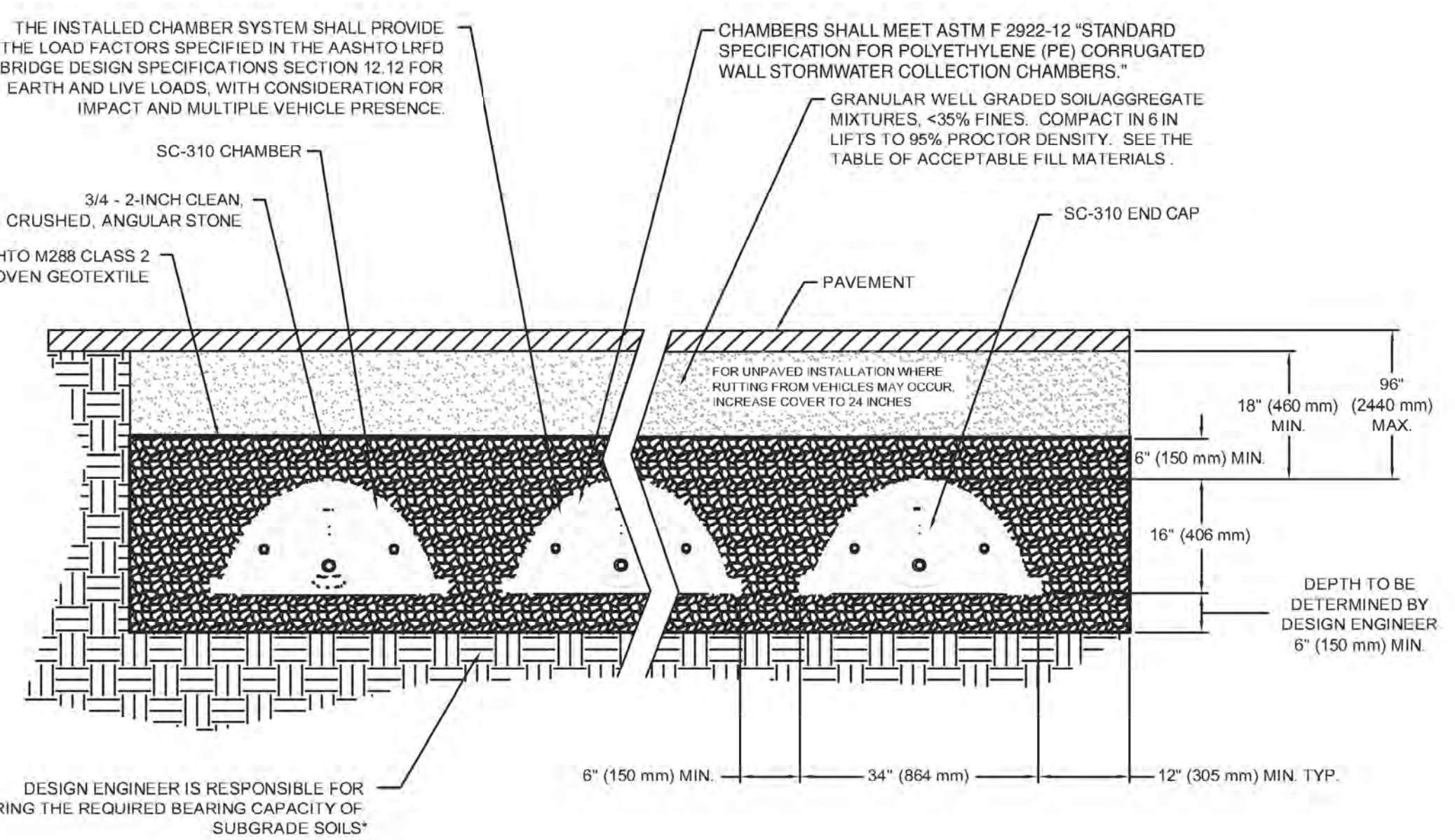
Input	Output
Qo (cfs) = 0.36	Qo (cfs) = 0.17
A (ft <sup>2</sup> ) = 0.018	Qo (cfs) = 0.05
Dia (in) = 1.00	A (ft <sup>2</sup> ) = 0.04
*head (ft) = 3.68	Dia (in) = 2.62

Weighted C Value (Pre):		0.35
Post:		0.71
RATIONAL METHOD Detention Pond	Q=CIA	
	Area =	1.6
	C =	0.71
	Qout =	0.32
Qin =		0
Time conc min	I 100	CwA
140	1.50	1.14
150	1.45	1.14
160	1.40	1.14
170	1.30	1.14
	Qin	Qout/Qallow
	1.70	0.32
	1.38	1.38
	1.33	1.33
	1.27	1.27
	1.16	1.16
	MaxVol	12,195.84

UPPER DRAINAGE AREA

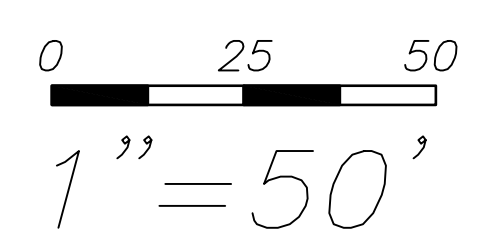
Weighted C Value (Pre):		0.35
Post:		0.51
RATIONAL METHOD Detention Pond	Q=CIA	
	Area =	0.18
	C =	0.51
	Qout =	0.36
Qin =		0.32
Time conc min	I 100	CwA
140	1.50	0.09
150	1.45	0.09
160	1.40	0.09
170	1.30	0.09
	Qin	Qout/Qallow
	0.46	0.36
	0.45	0.36
	0.45	0.36
	0.44	0.36
	MaxVol	849.79

LOWER DRAINAGE AREA



OUTLET CONTROL DETAIL

UNDERGROUND STORAGE

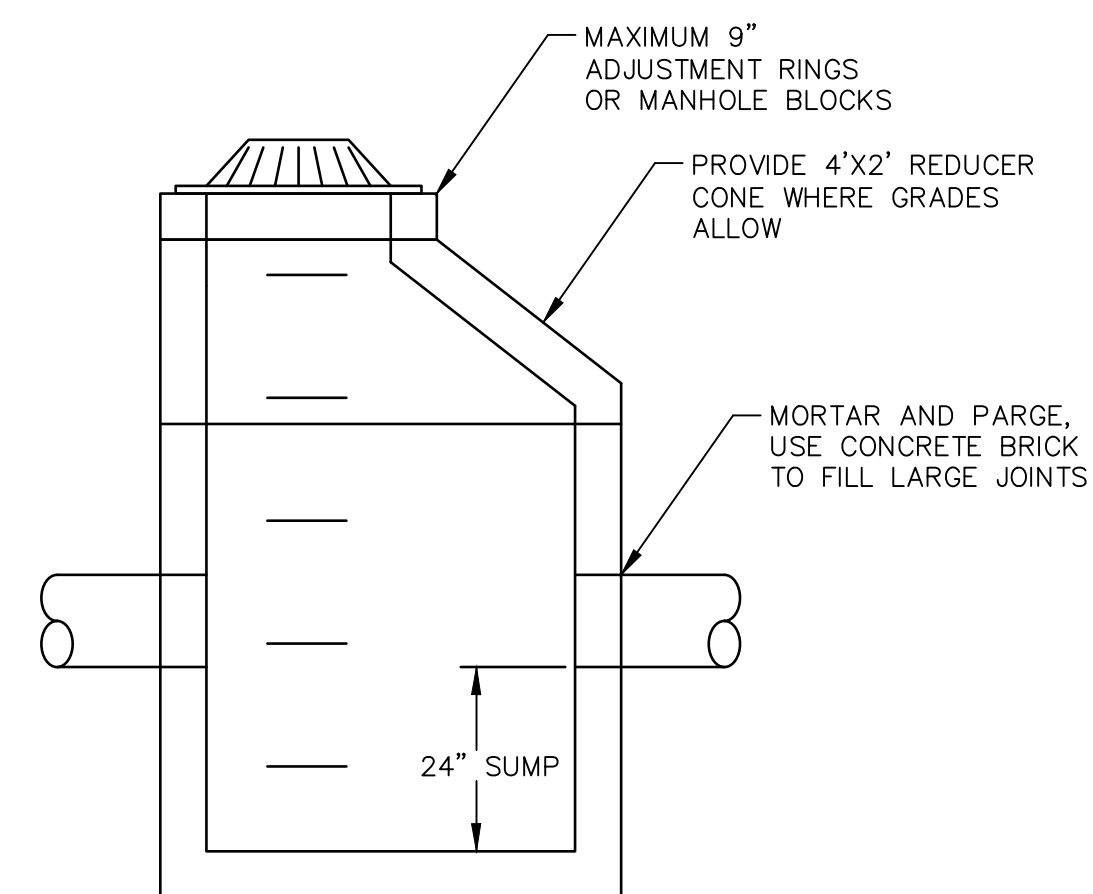
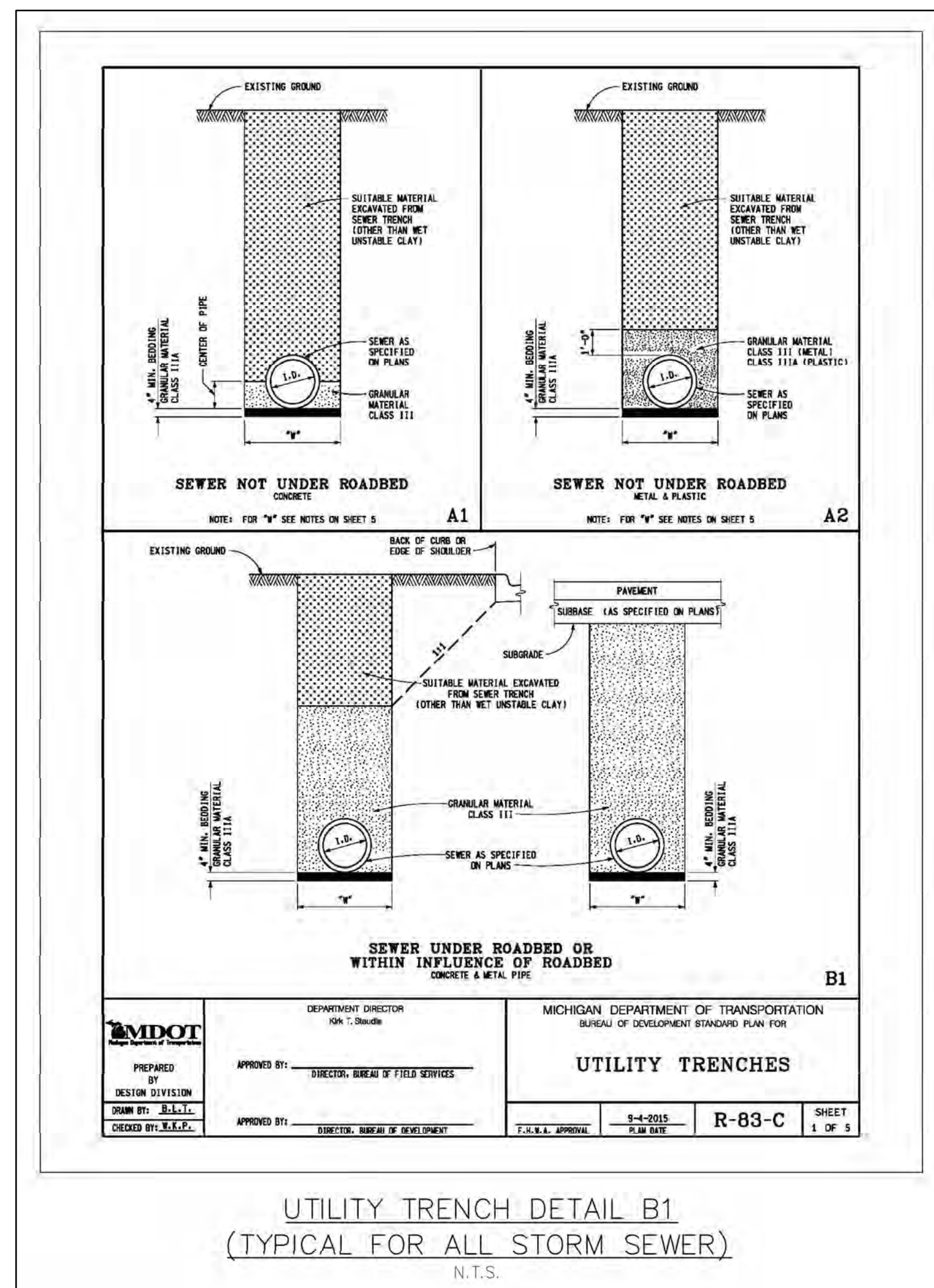


UTILITY PLAN



**RBF HOLDINGS LLC**  
A "Rather Be Fishing" Company  
Scale: AS SHOWN Date: 09-18-19 By: BAJ Chkd: Sh. 4 of 10  
Project: BREWER TOWN HOMES April 6, 2021  
NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001

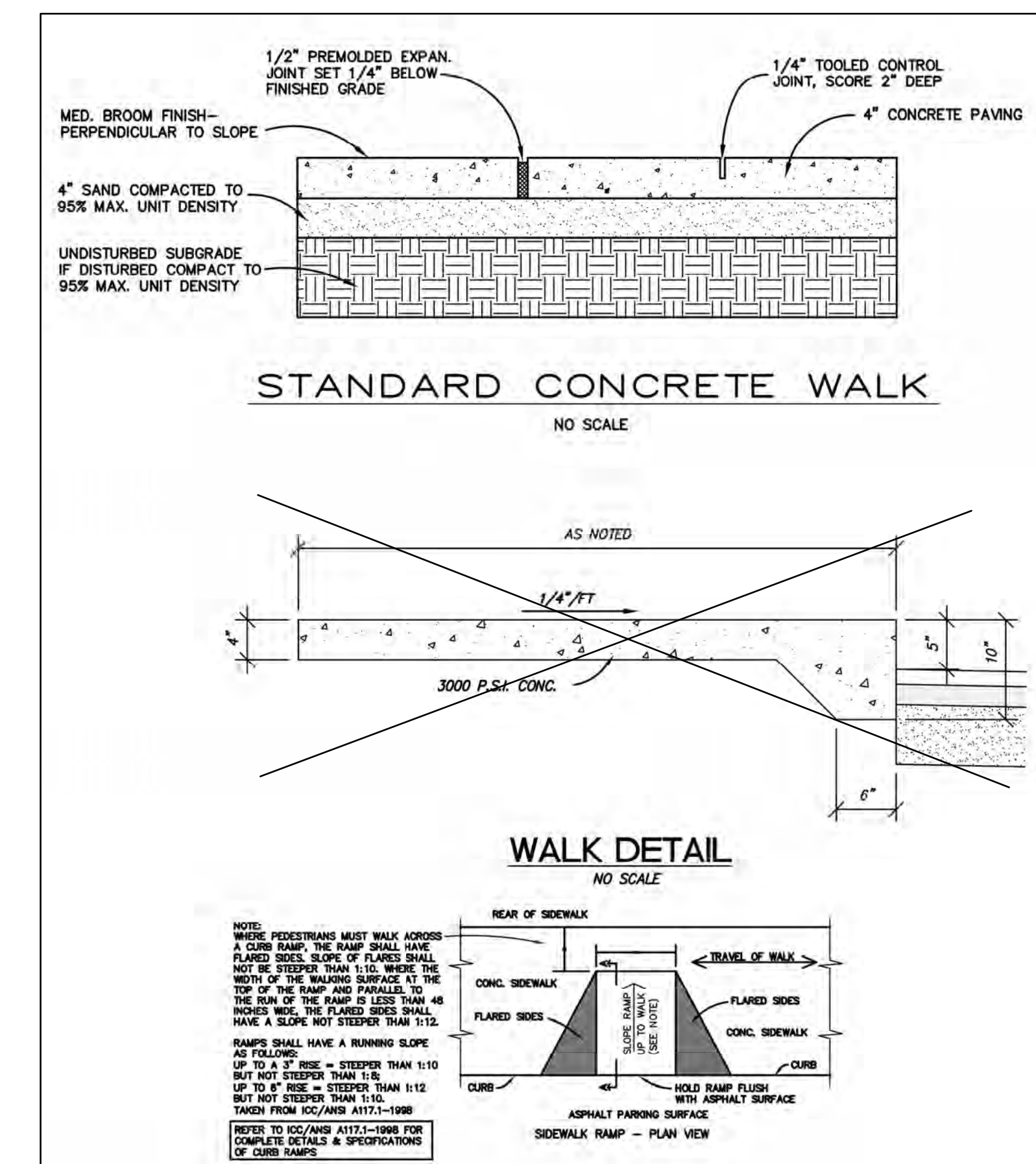
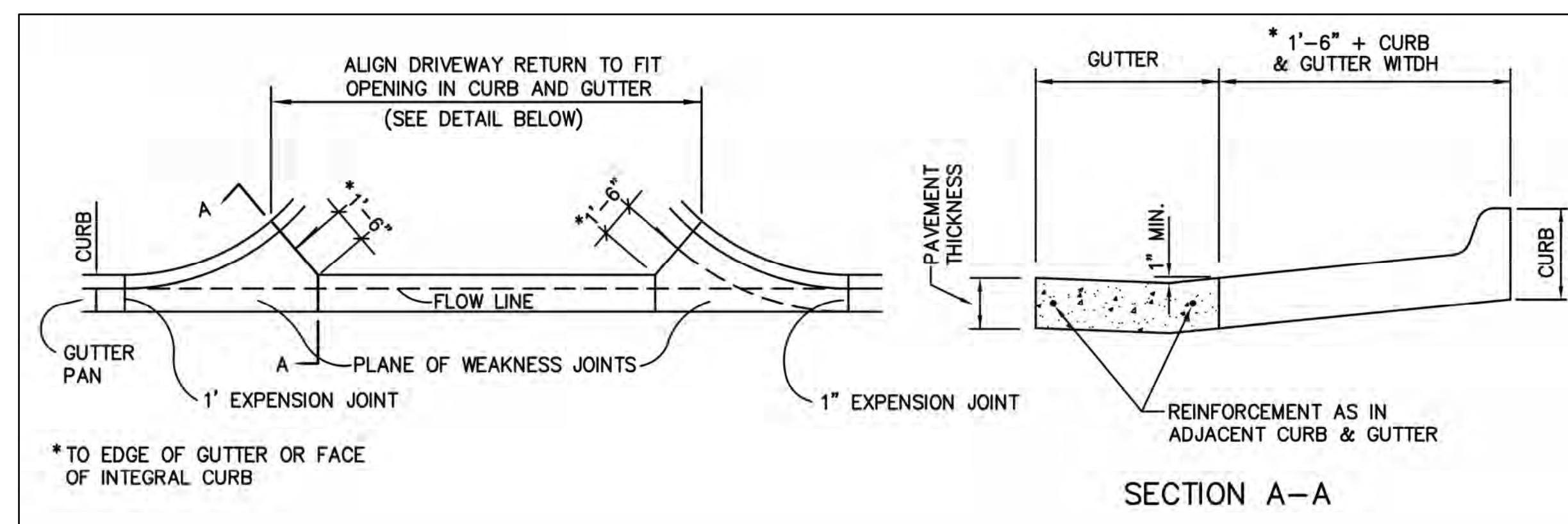
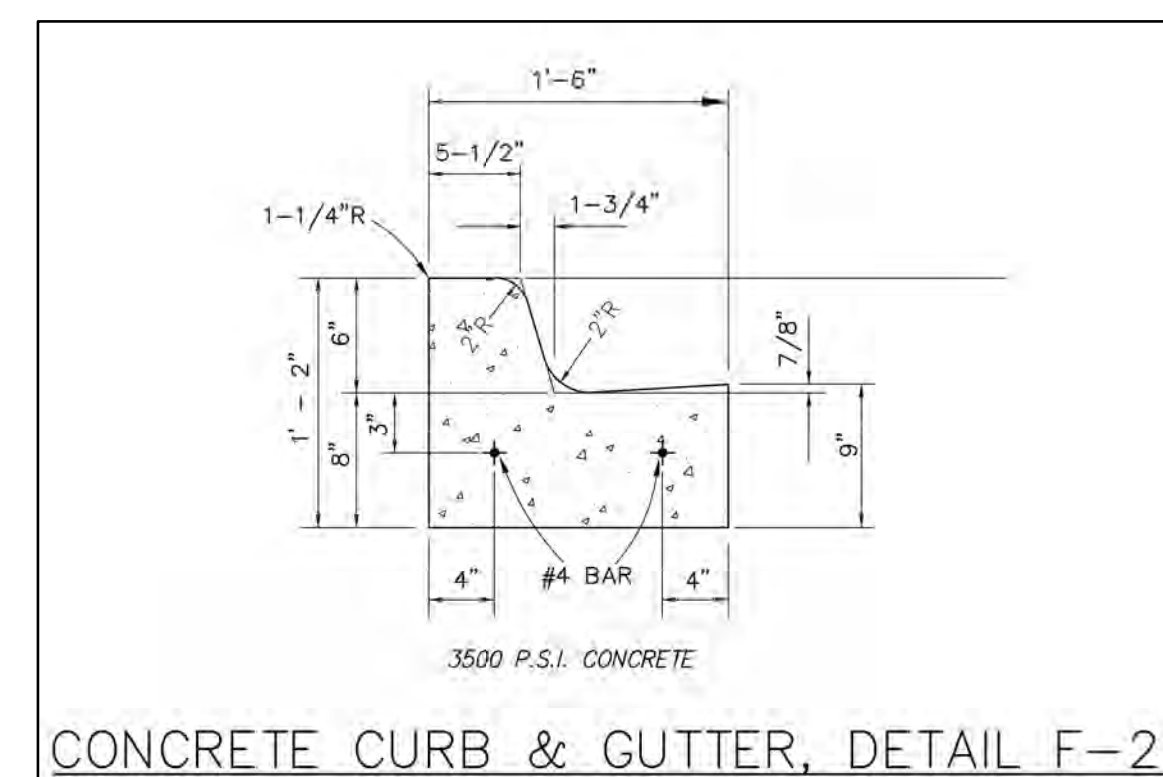




**CATCH BASIN NOTES:**

1. ALL CATCH BASINS 48" I.D. EXCEPT CB7 (24" I.D.).
2. PROVIDE H2O FRAME AND COVER, BEEHIVE TYPE FOR ALL GREEN BELT AREAS, EXCEPT FOR CB1 (PROVIDE FLAT, 16 HOLE, VENTED H2O COVER)
3. ALL STRUCTURES SHALL BE HEAVY WALL, PRECAST CONCRETE.
4. PARGE ALL JOINTS AND PIPE PENETRATIONS (UNLESS GASKETED).
5. PROVIDE MANHOLE STEPS ALIGNED WITH ACCESS HOLE, MAXIMUM 16" SPACING.

**CATCH BASIN DETAIL**



*CONSTRUCTION DETAILS*

NO.	REVISION	DATE

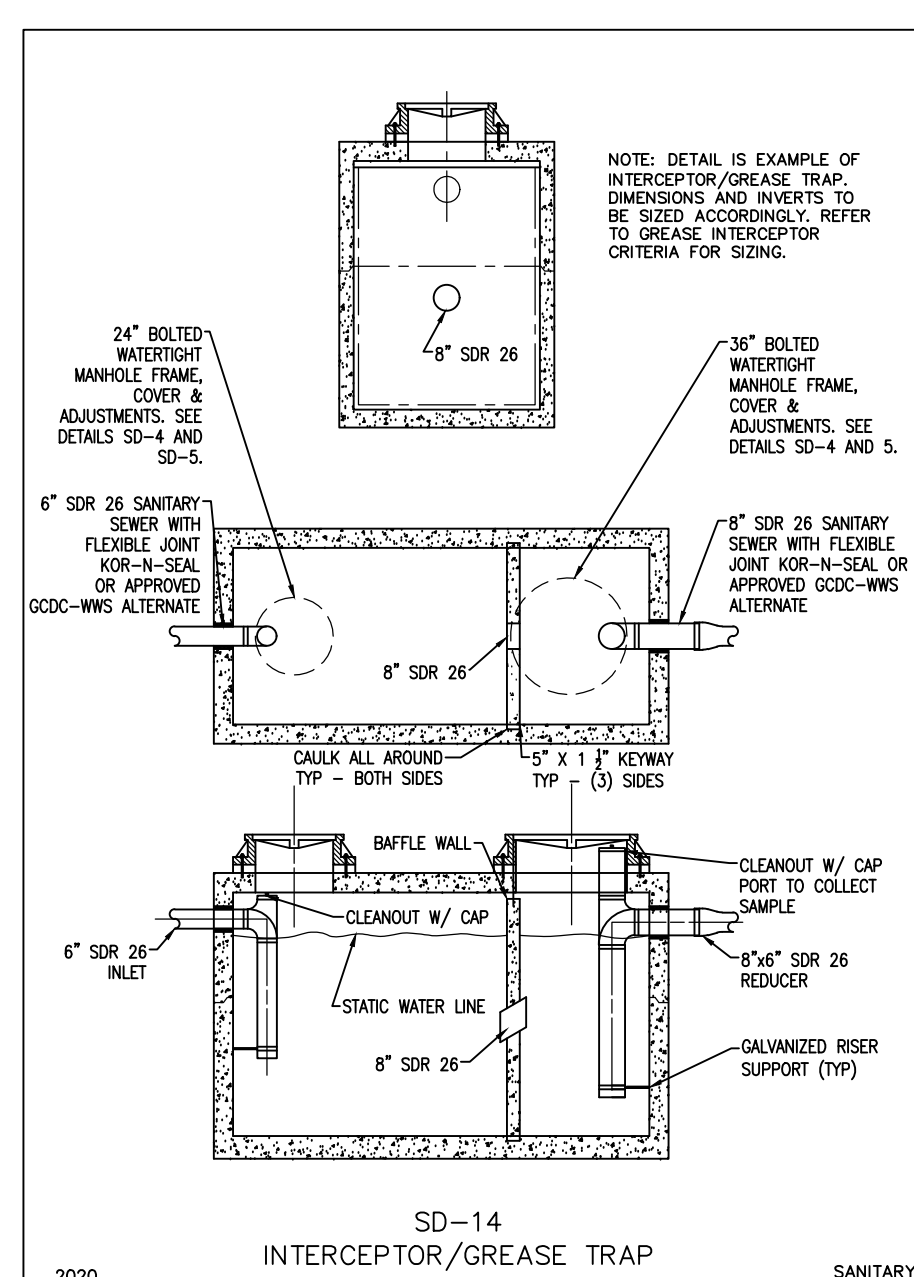
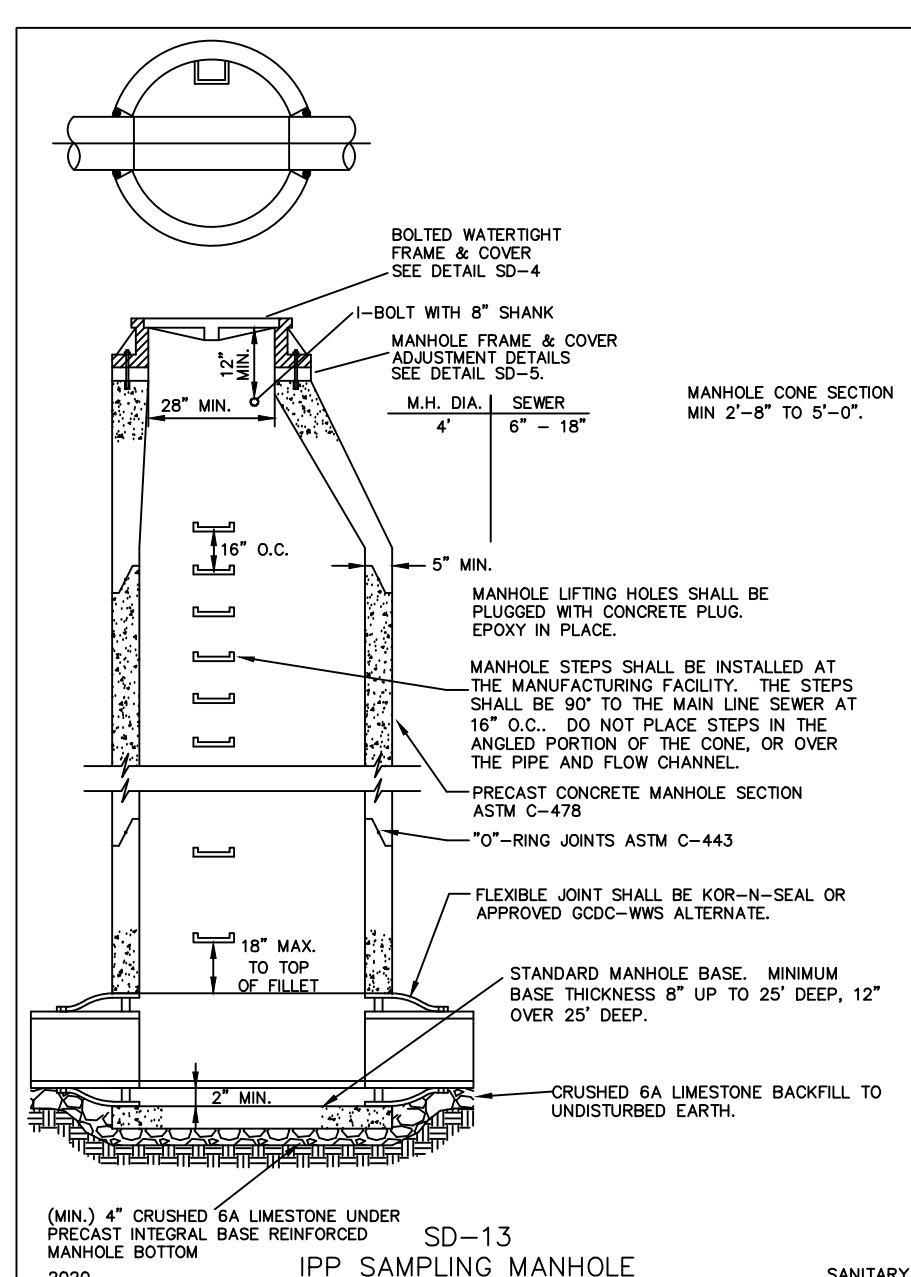
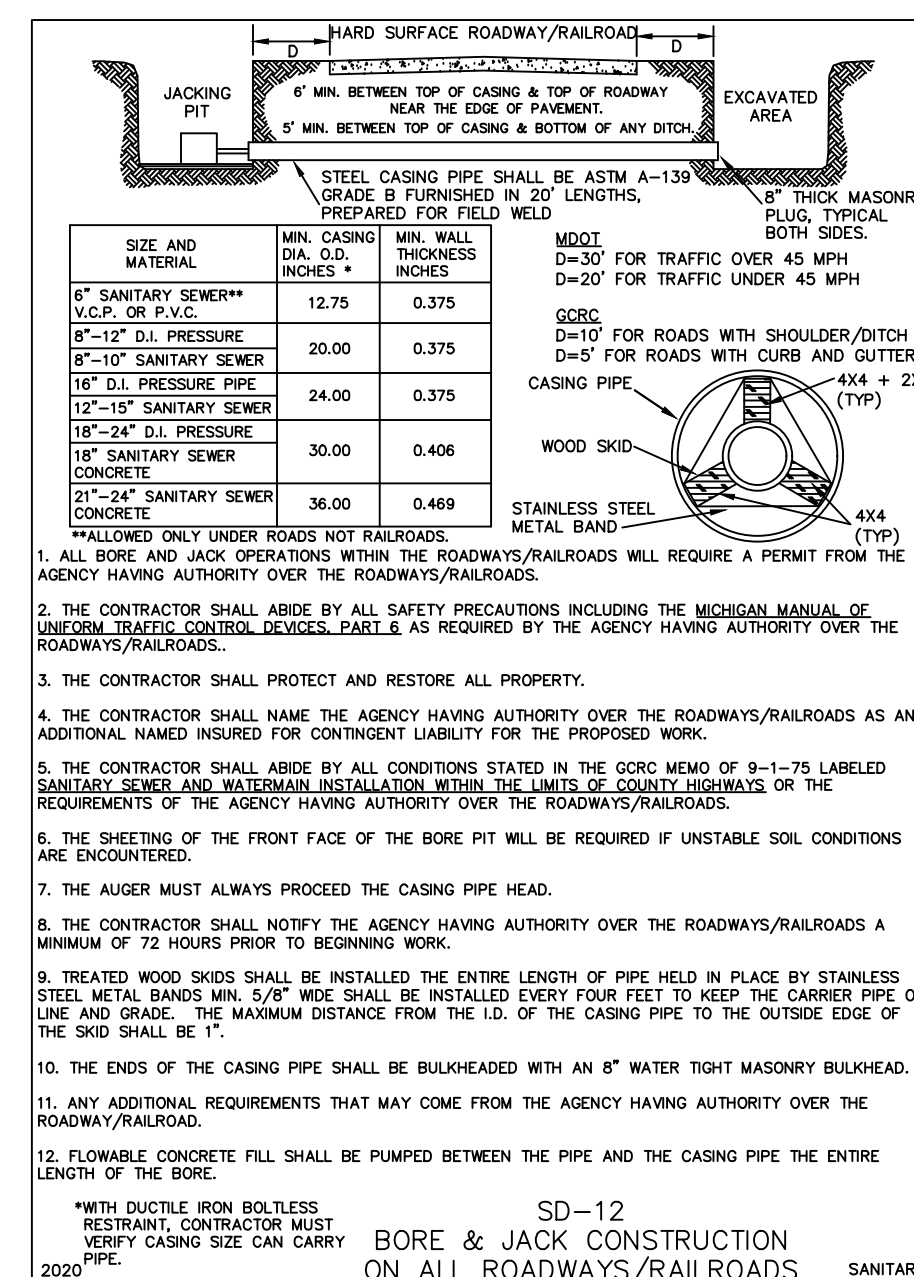
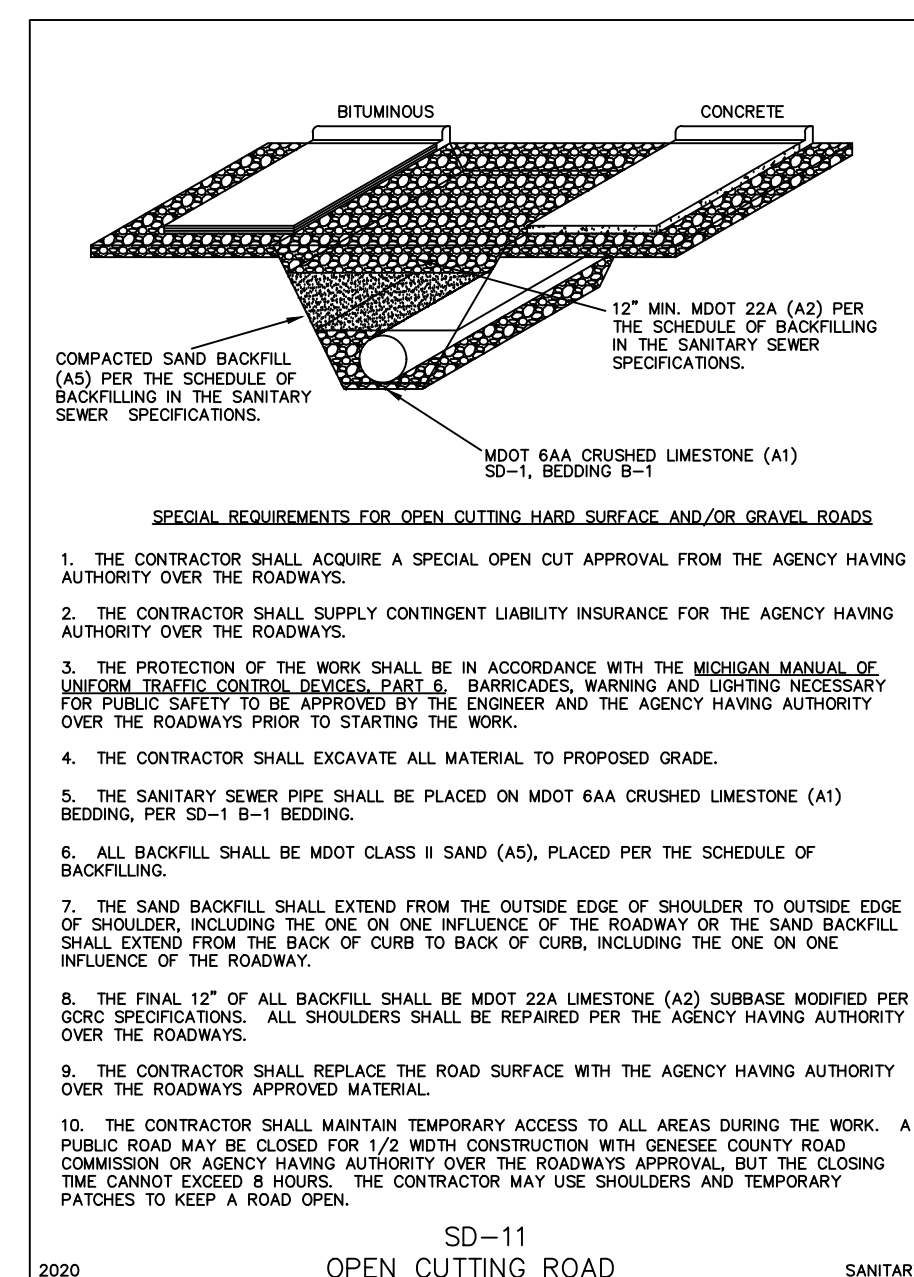
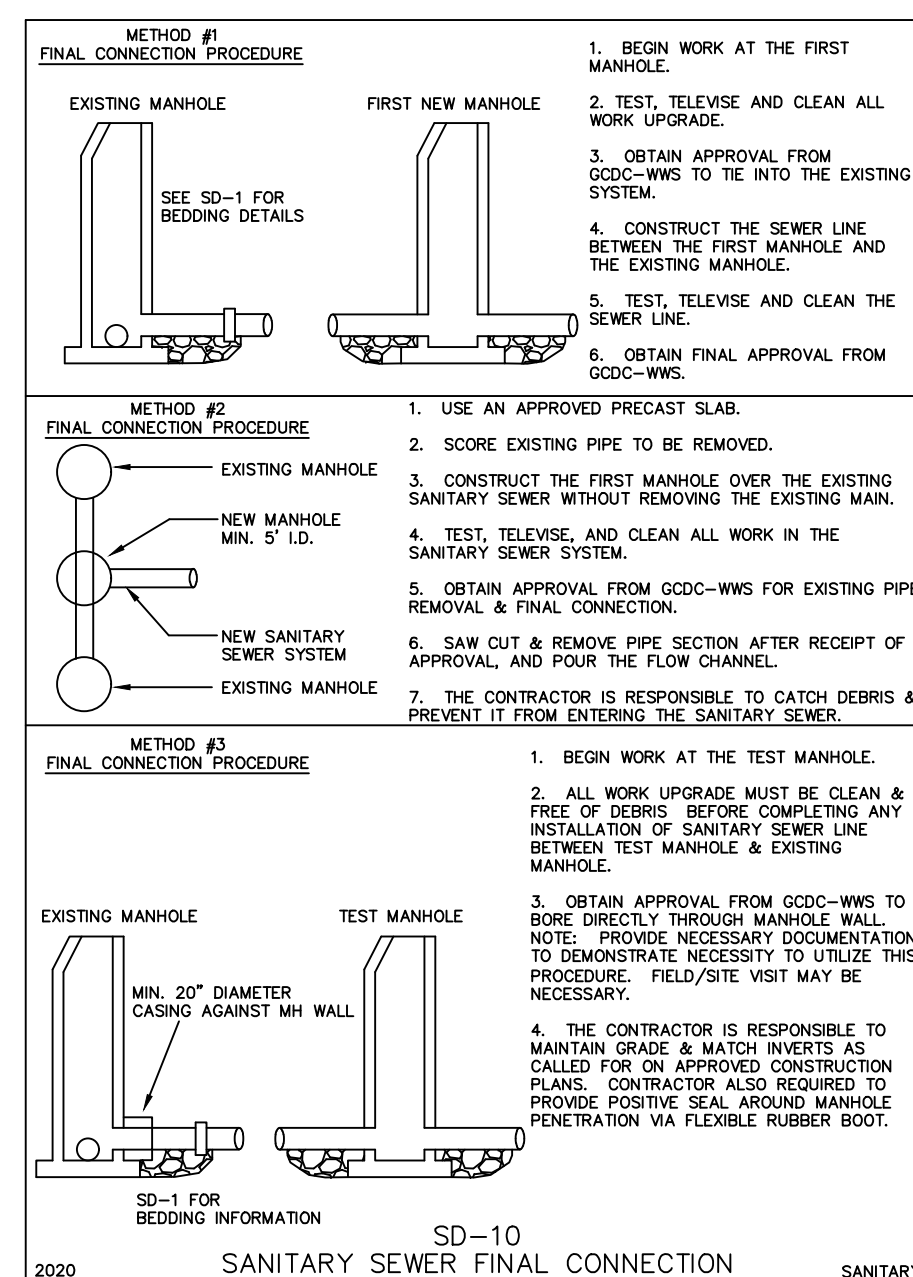
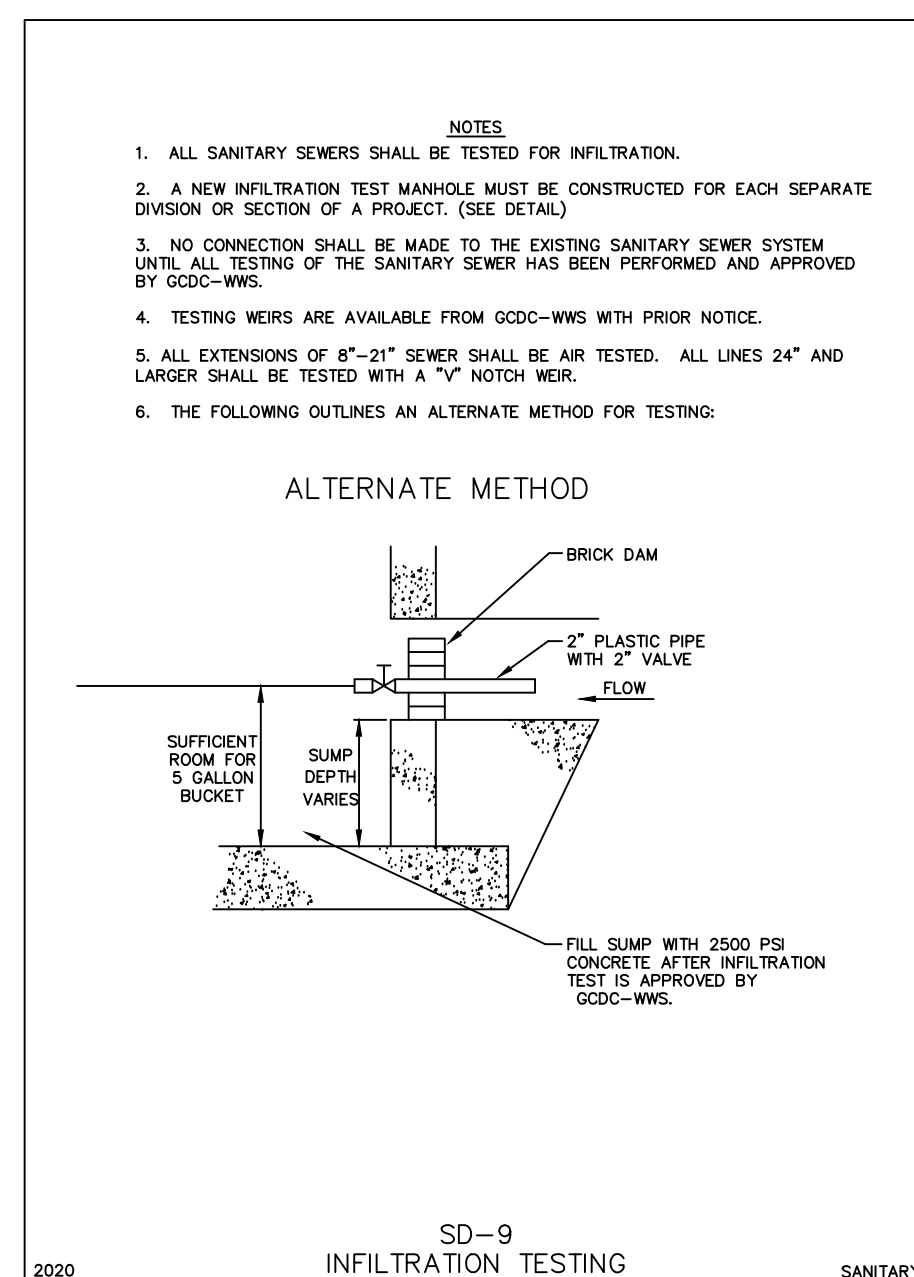
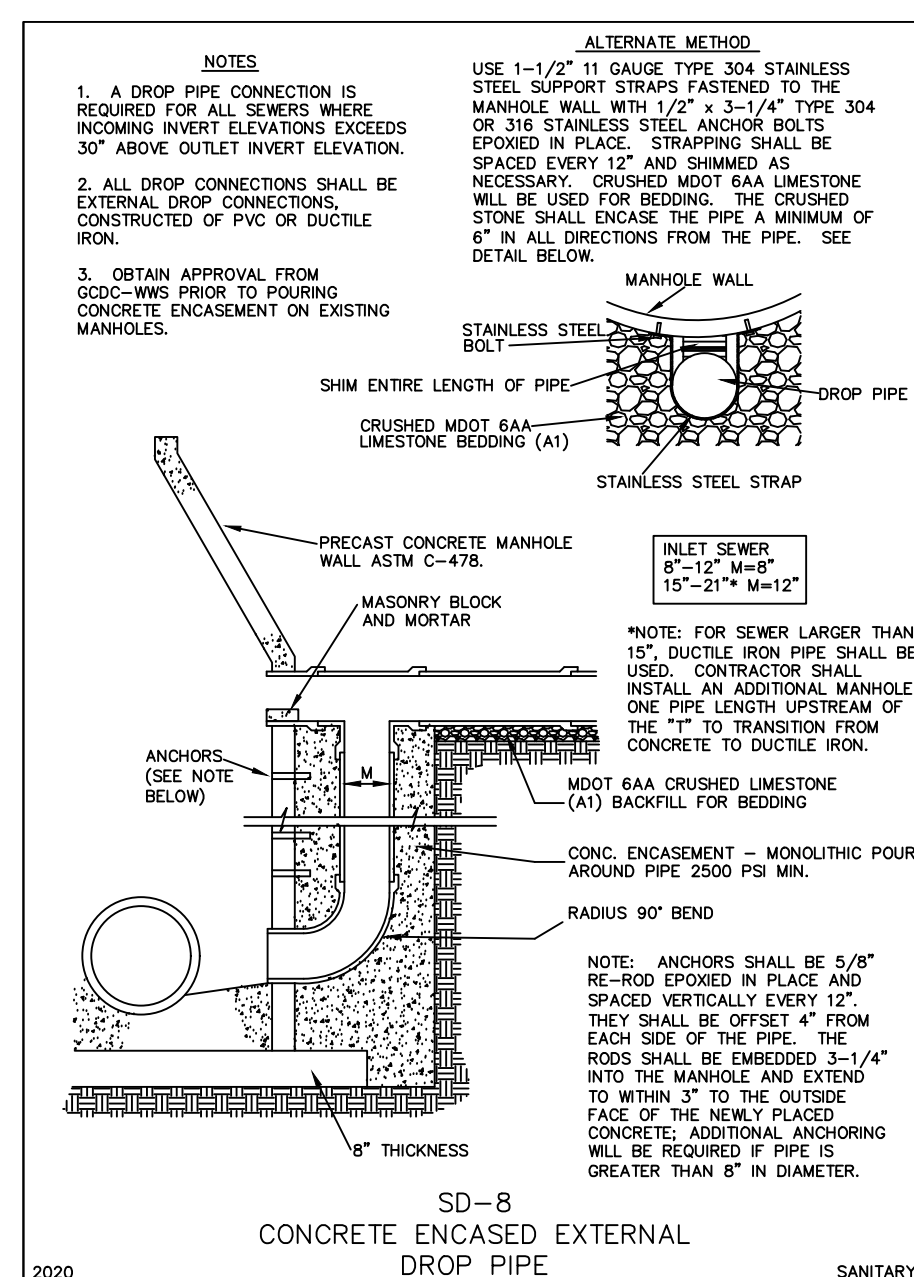
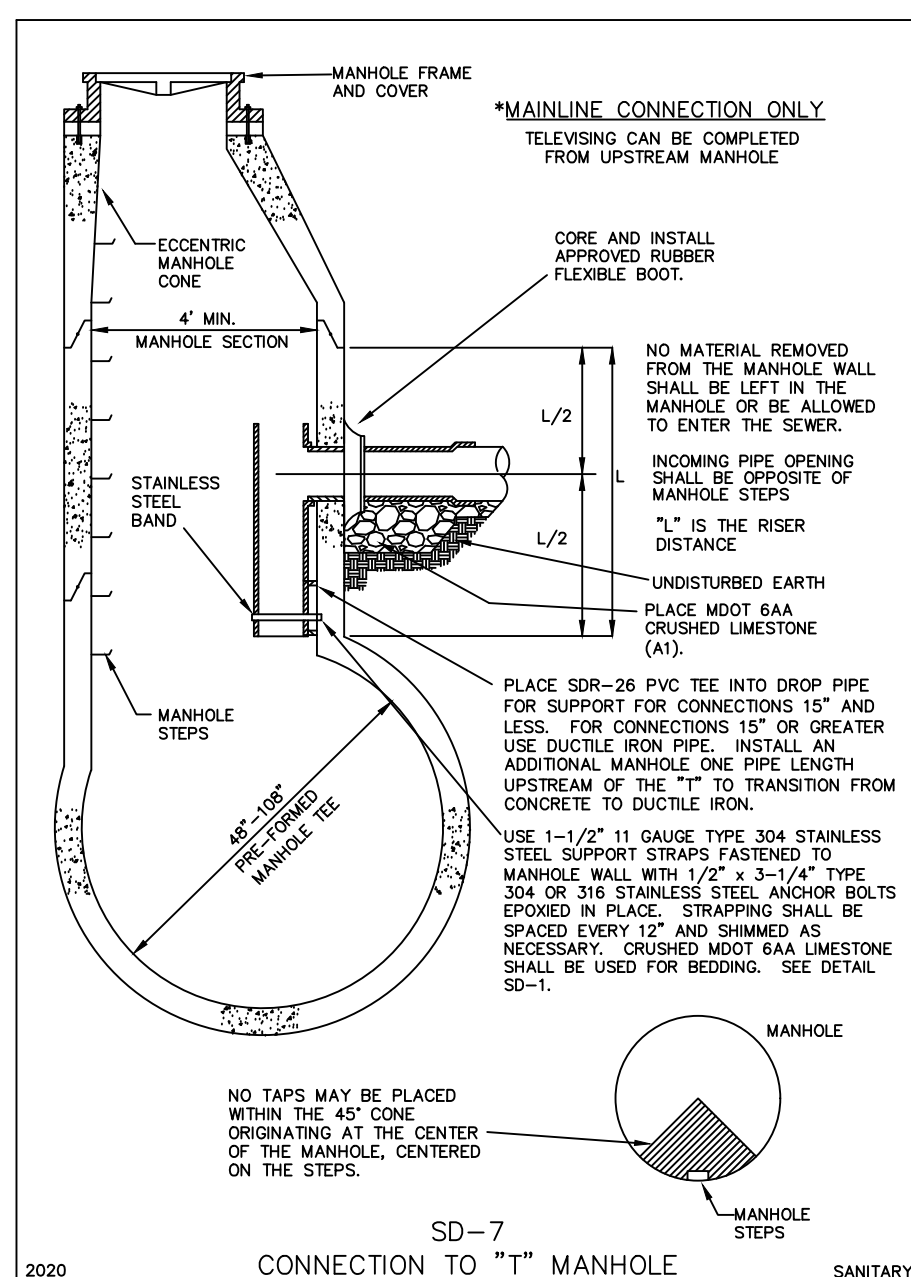
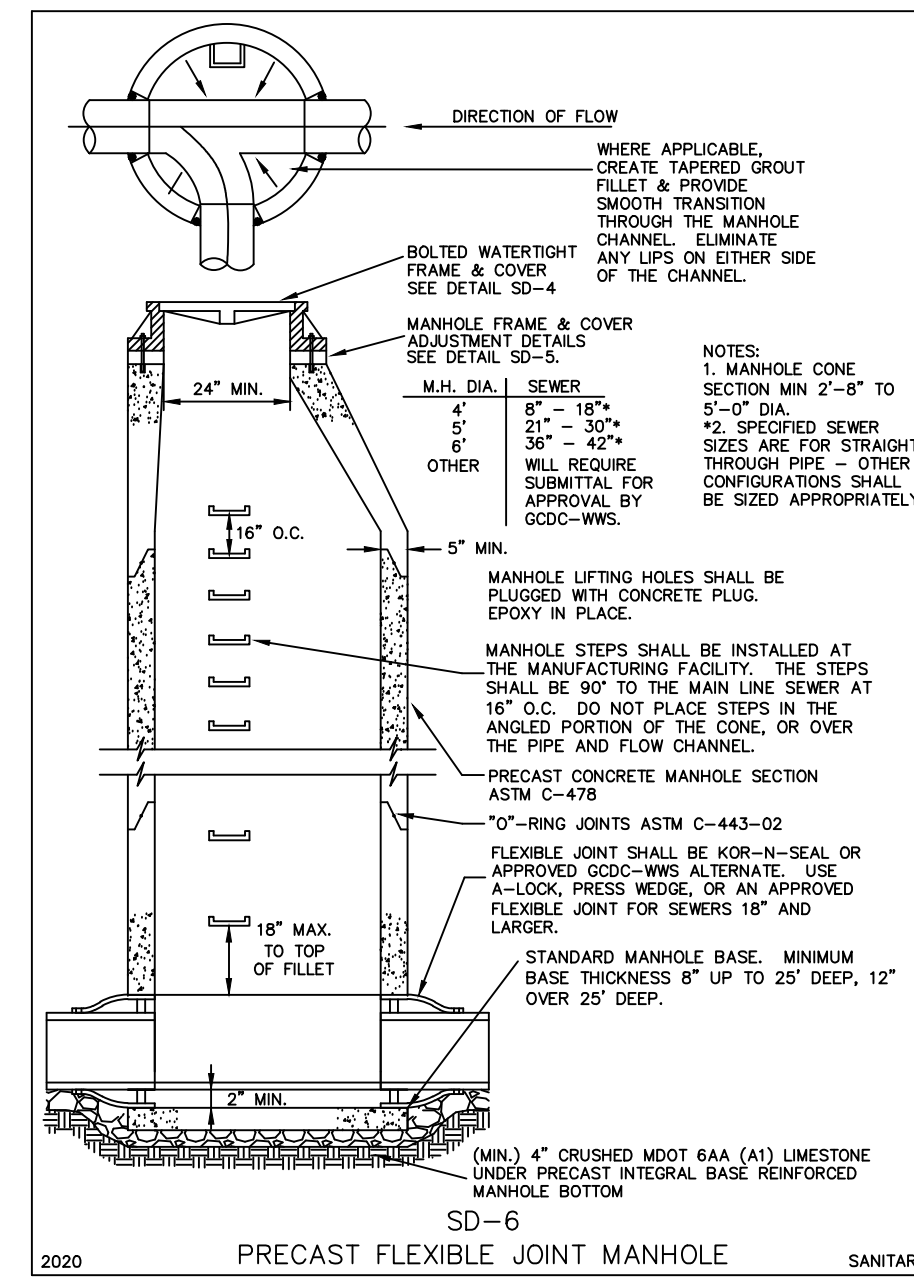
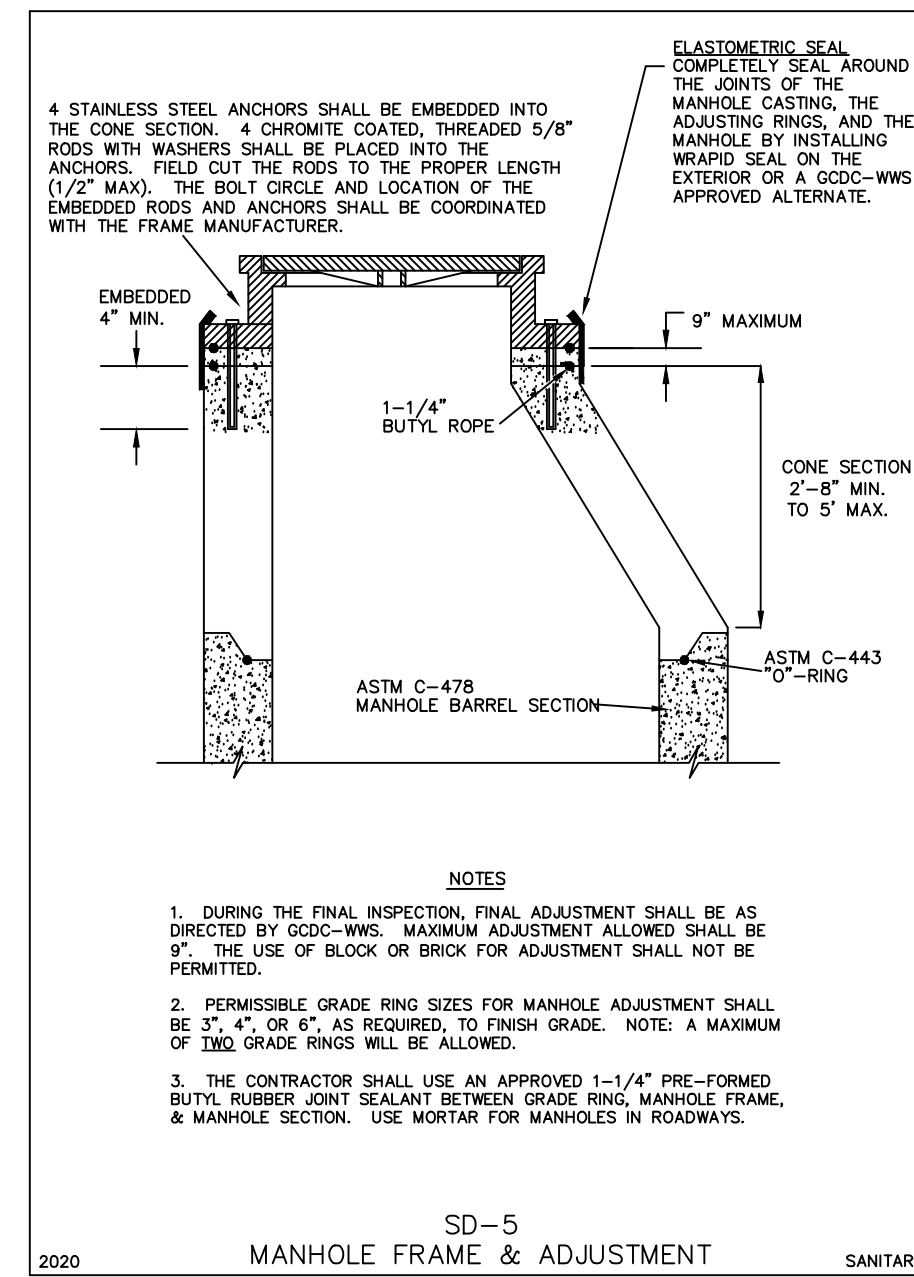
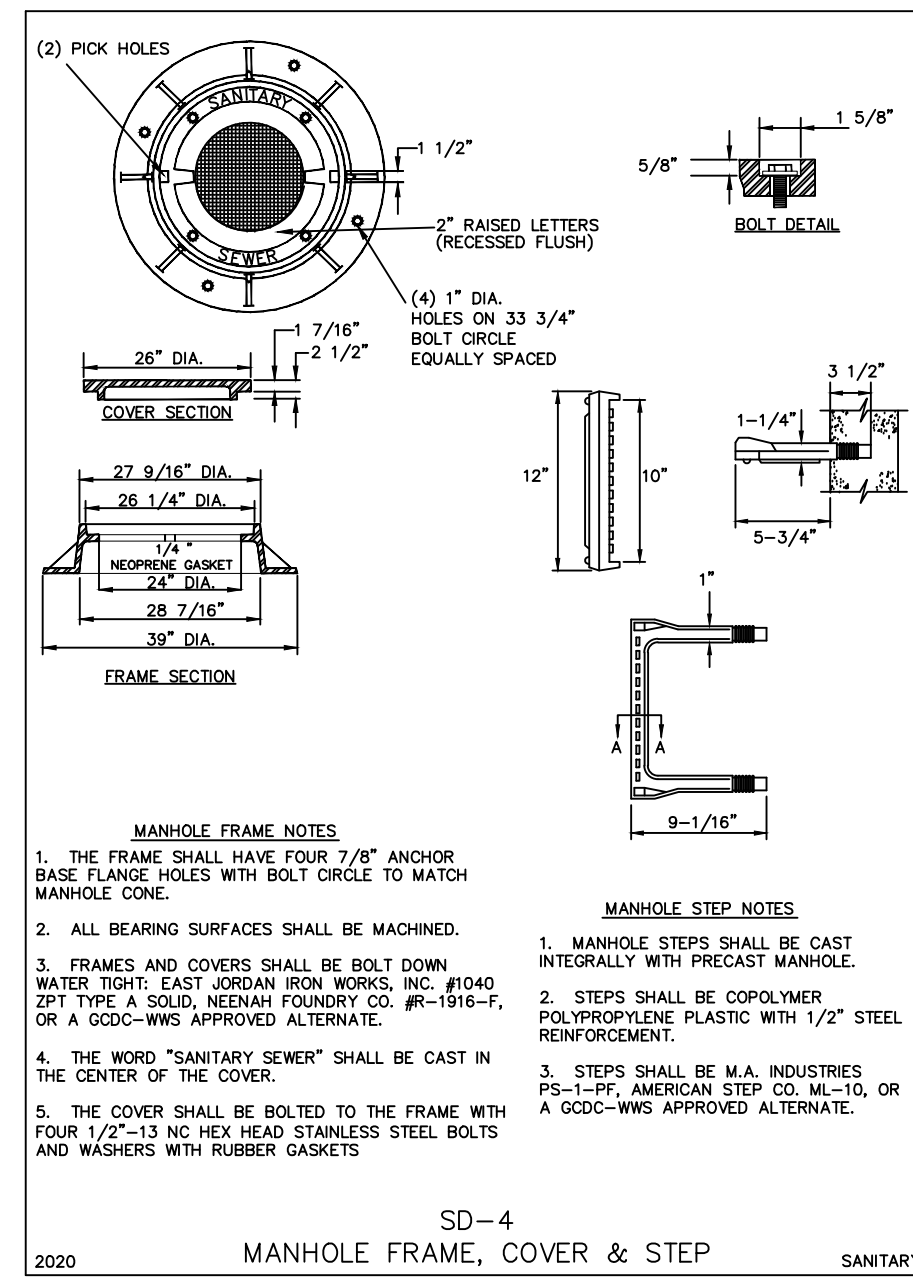
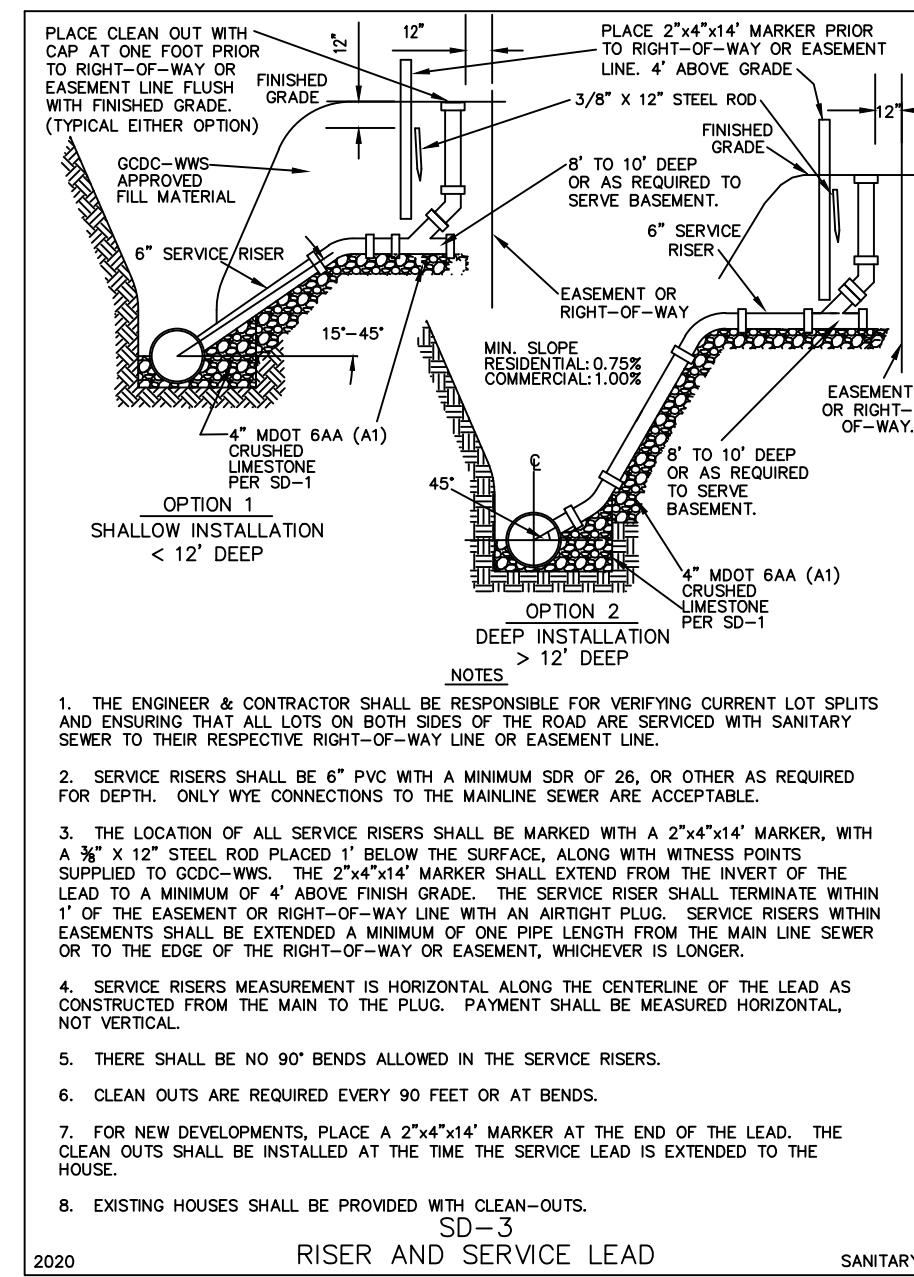
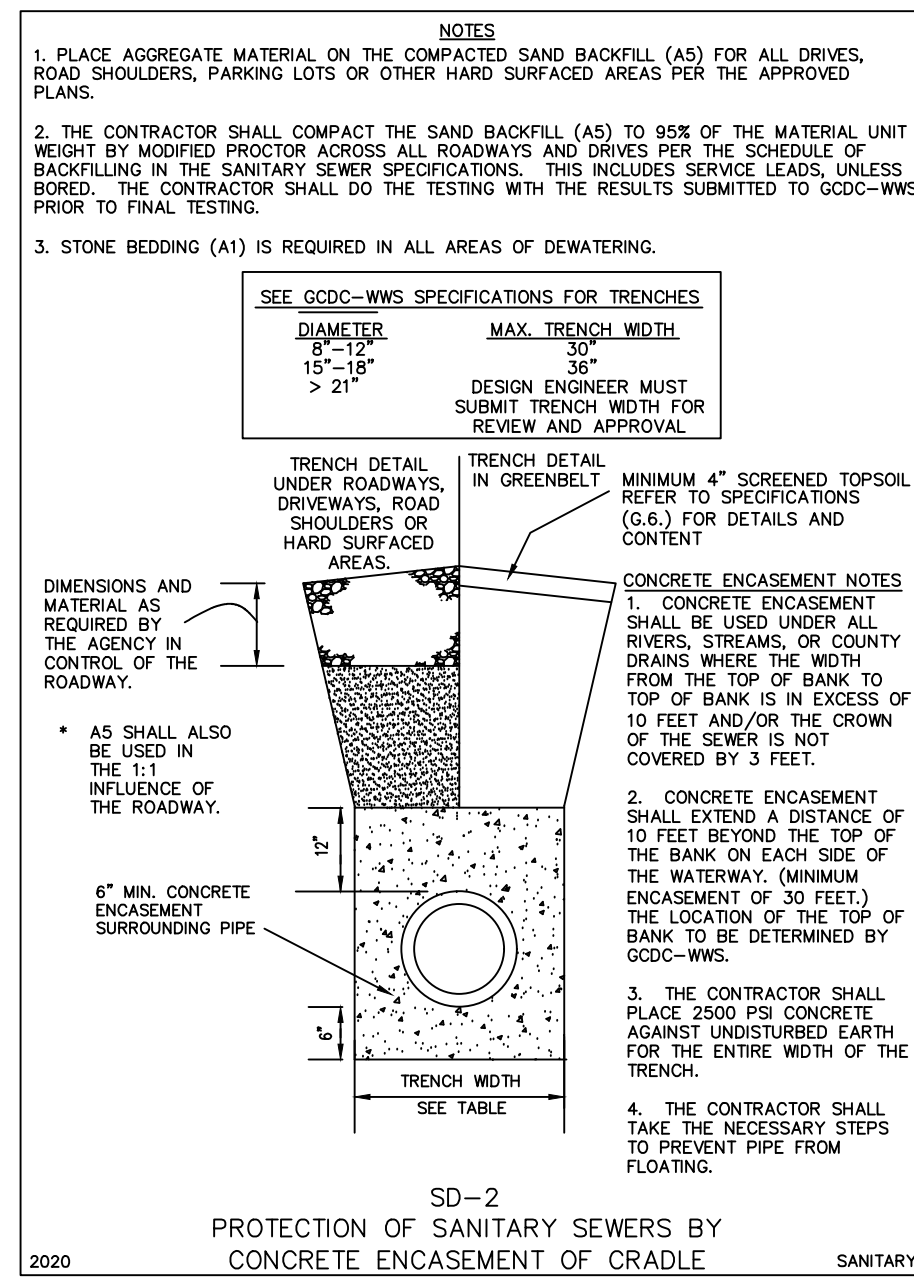
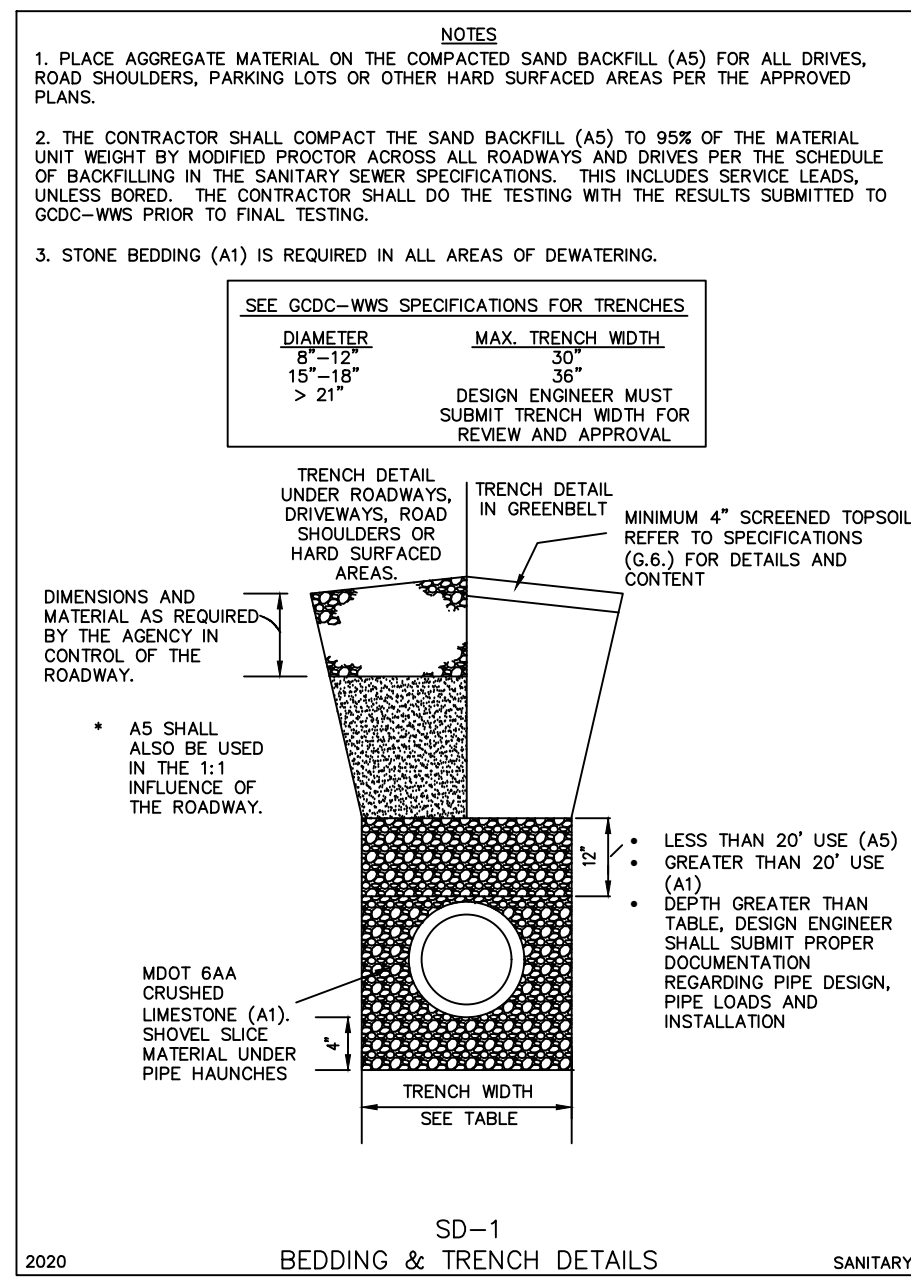
**RBF HOLDINGS LLC**  
A "Rather Be Fishing" Company

Scale: AS SHOWN Date: 09-18-19 By: BAJ Chkd: Sh. 5 of 10  
Project: BREWER TOWN HOMES April 6, 2021  
NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001

PHONE 810.516.4405  
FAX 810.630.9111  
4140 MORRISH ROAD,  
SWARTZ CREEK MI, 48473

BRETT A. JORY  
ENGINEER  
No. 6201057936  
LICENSED PROFESSIONAL ENGINEER





NO.	DATE	DESCRIPTION
1	2020	EIGHTH EDITION

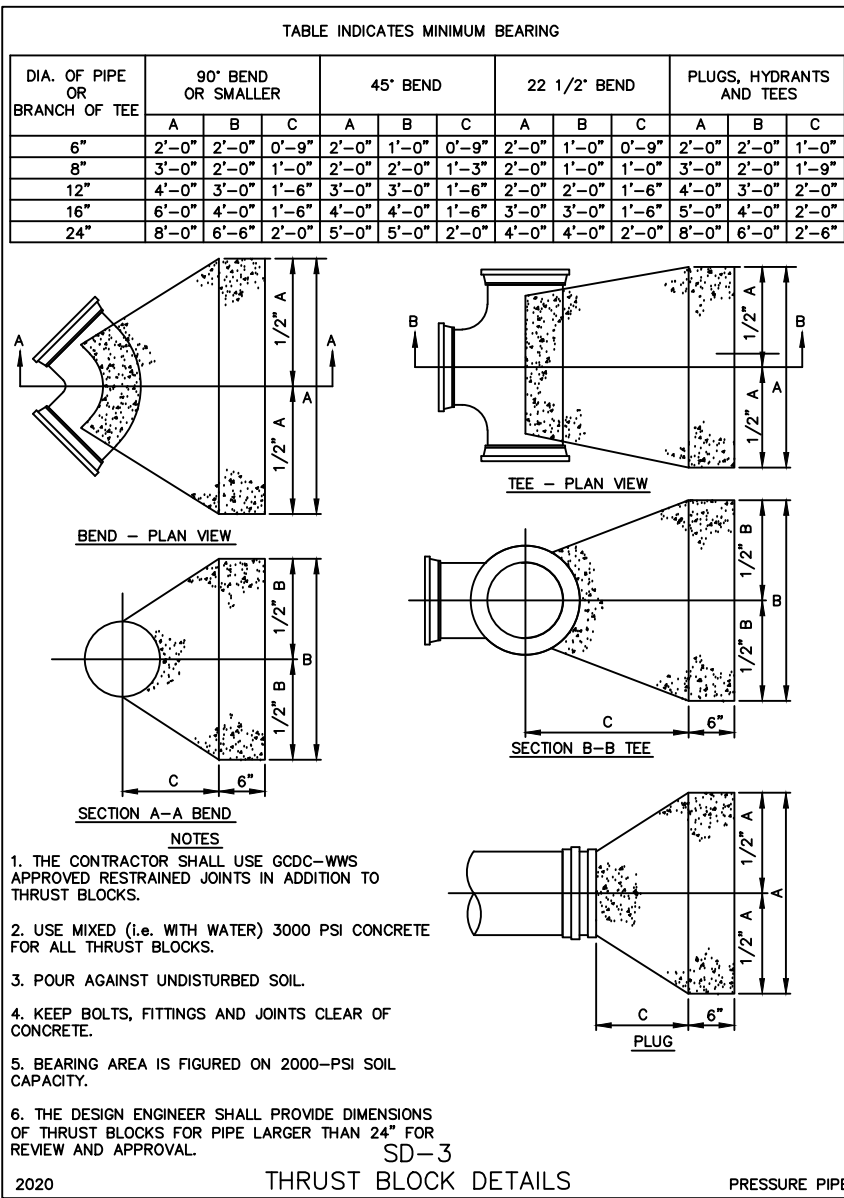
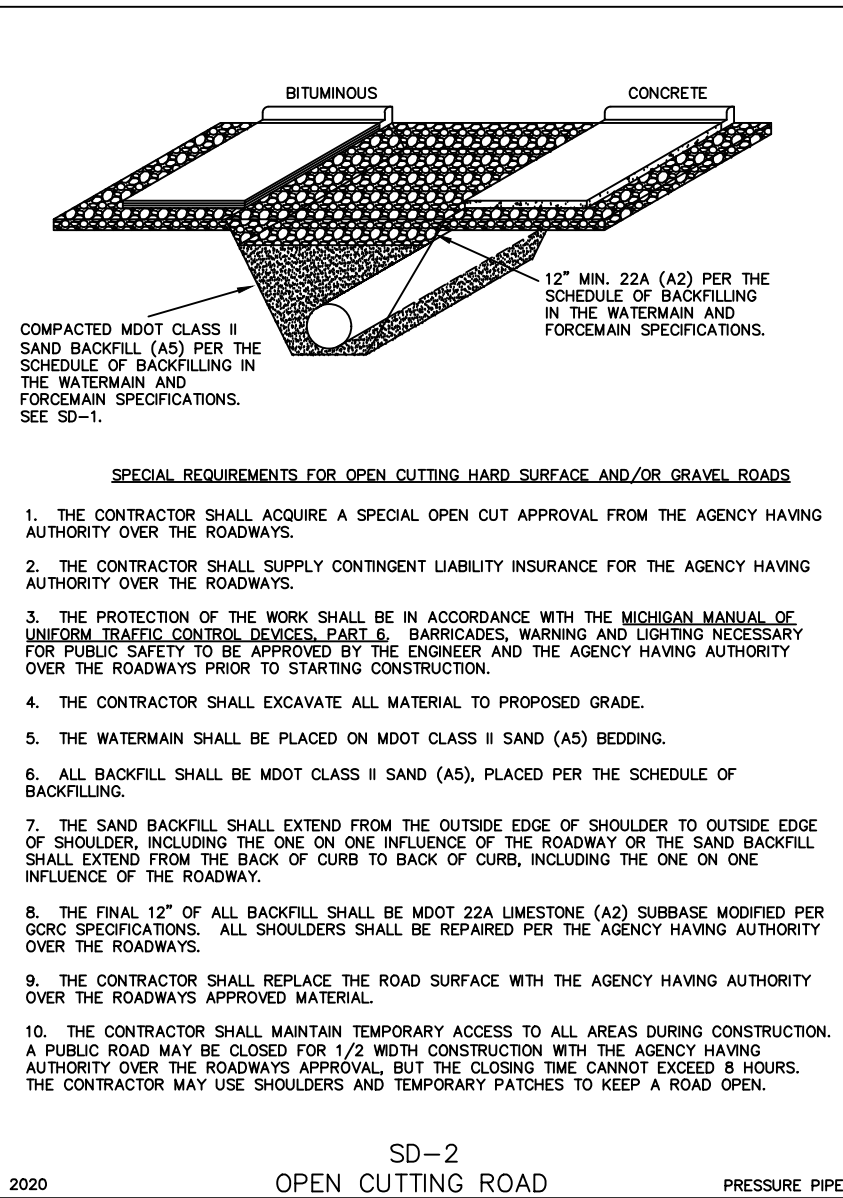
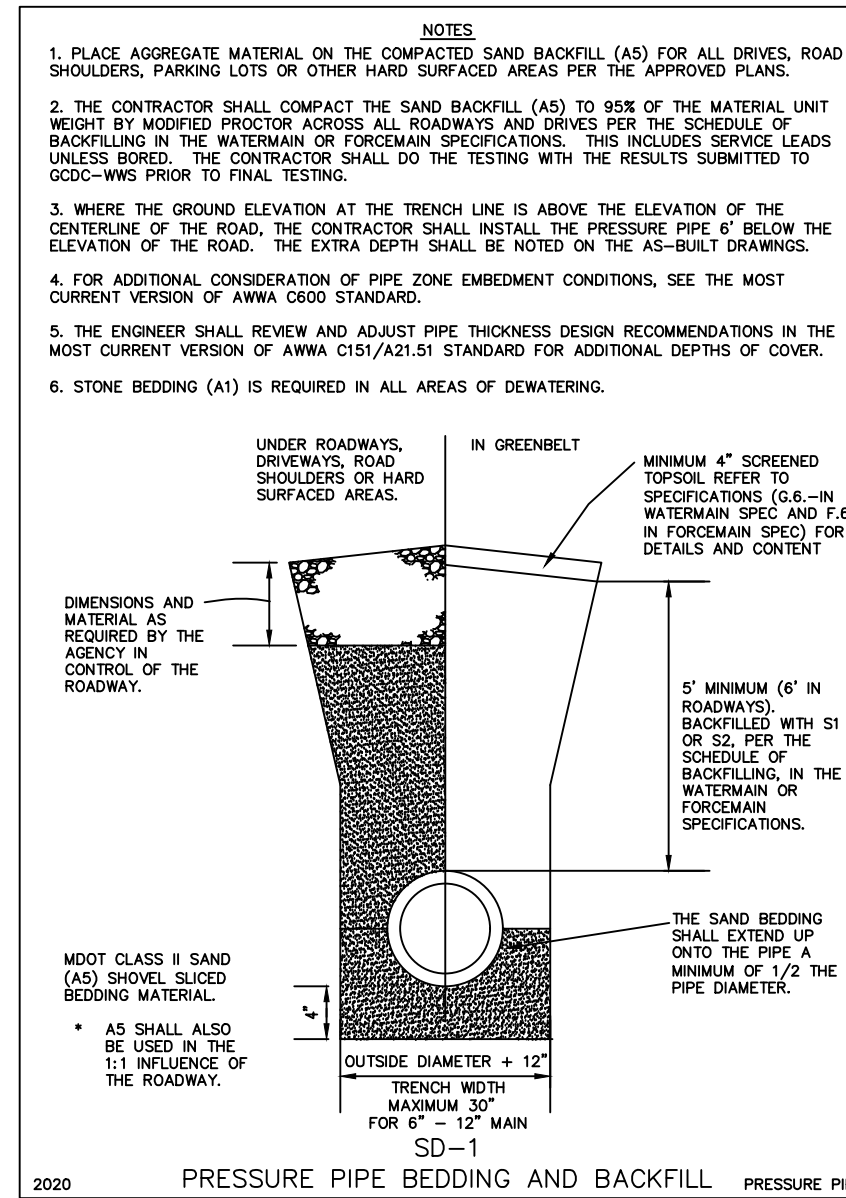
DIVISION OF WATER & WASTE SERVICES

SANITARY SEWER CONSTRUCTION

STANDARD DETAILS  
For the Construction of Sanitary Sewers & Watermain in Genessee County







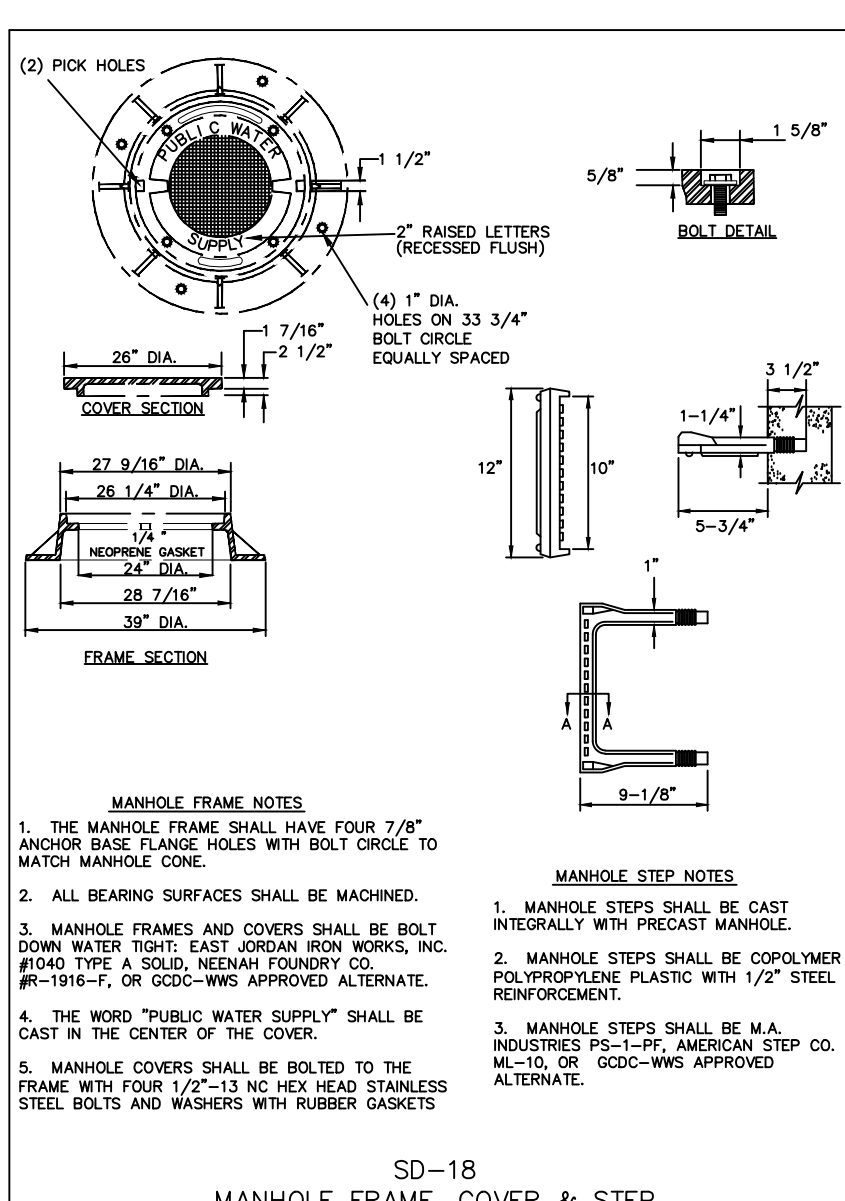
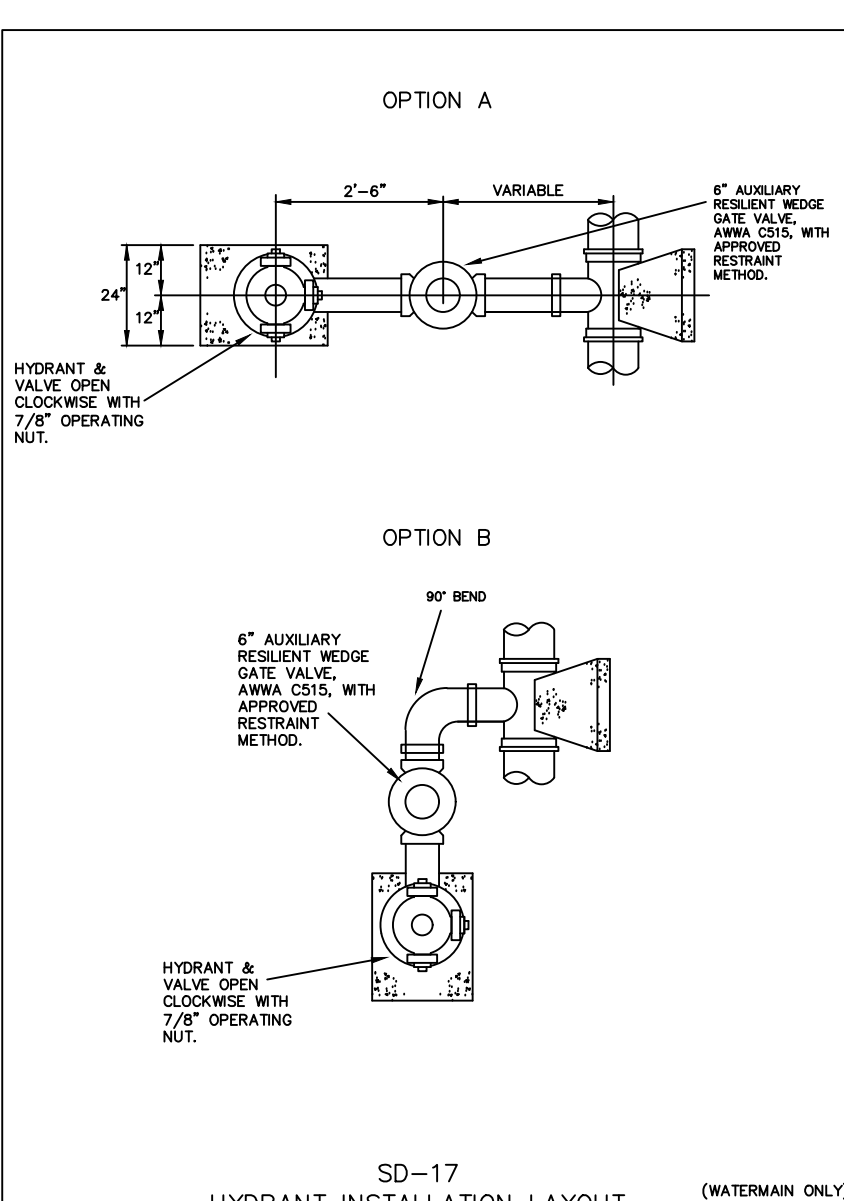
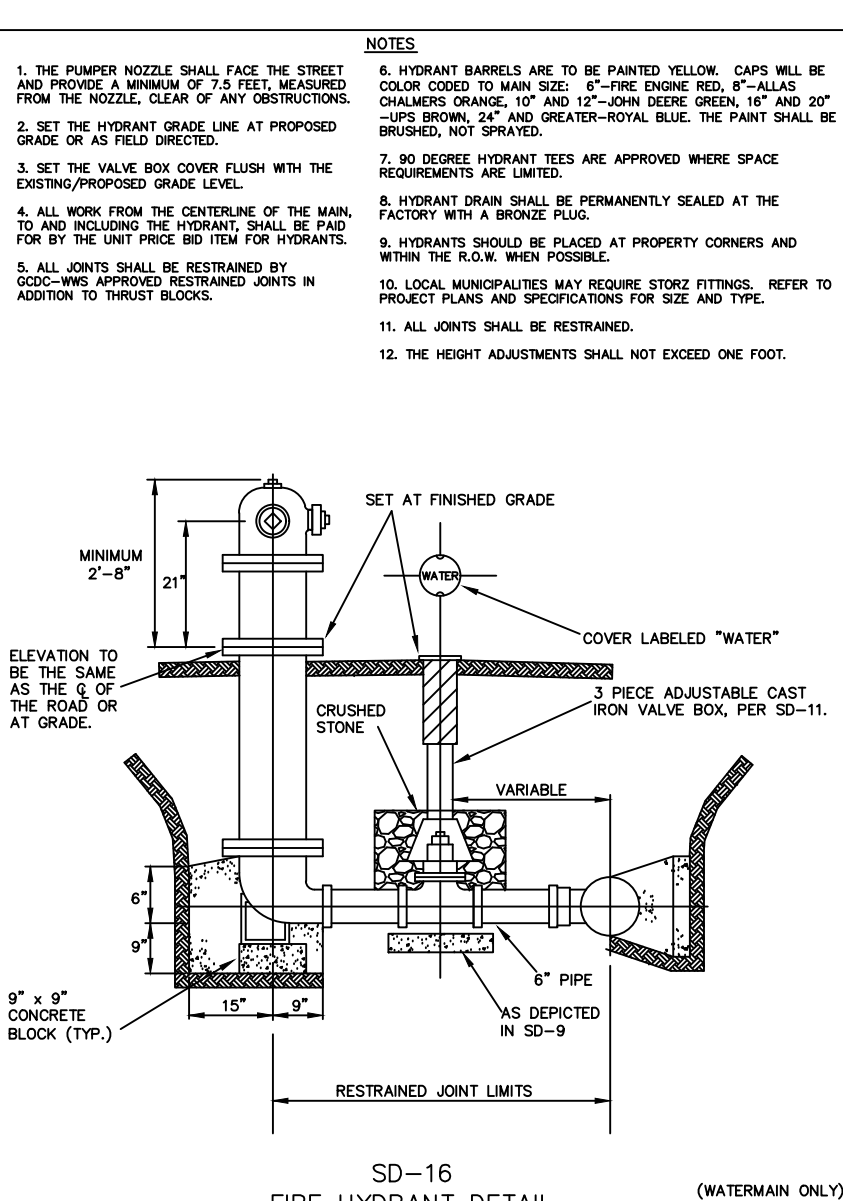
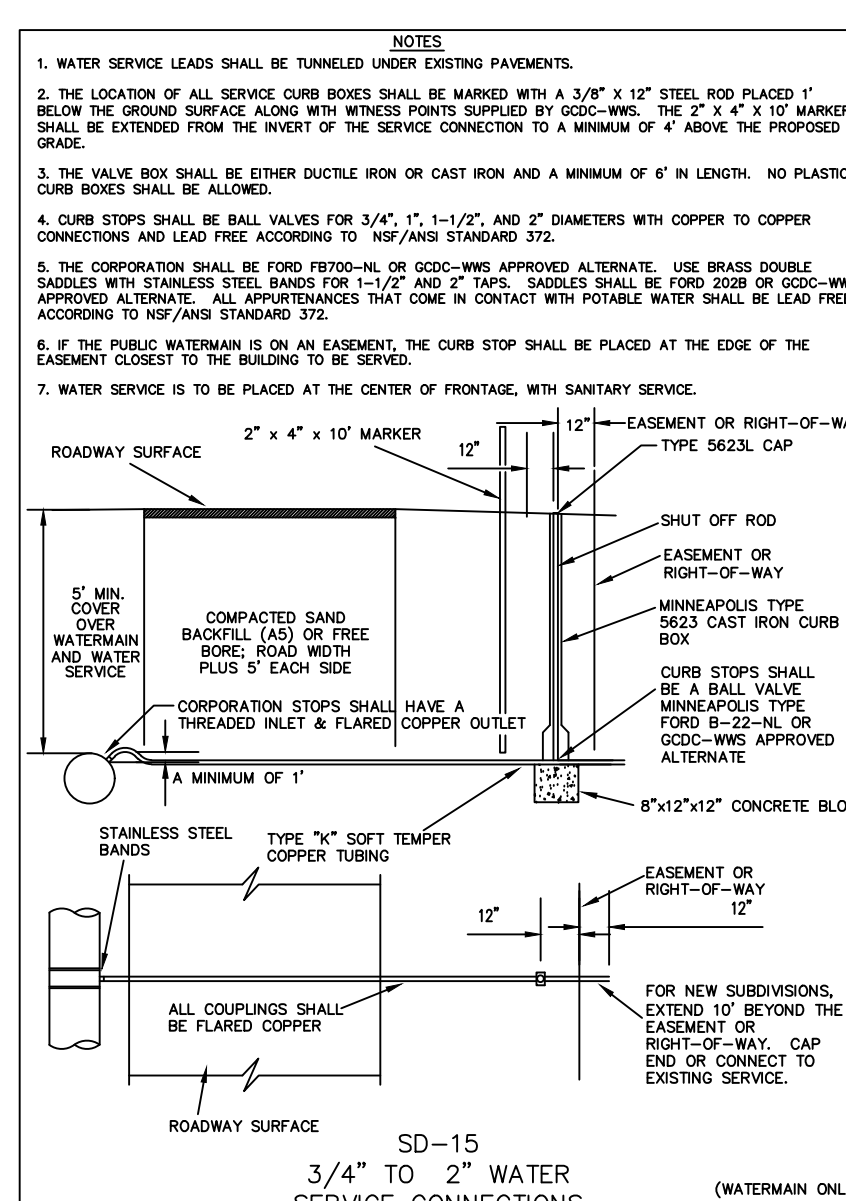
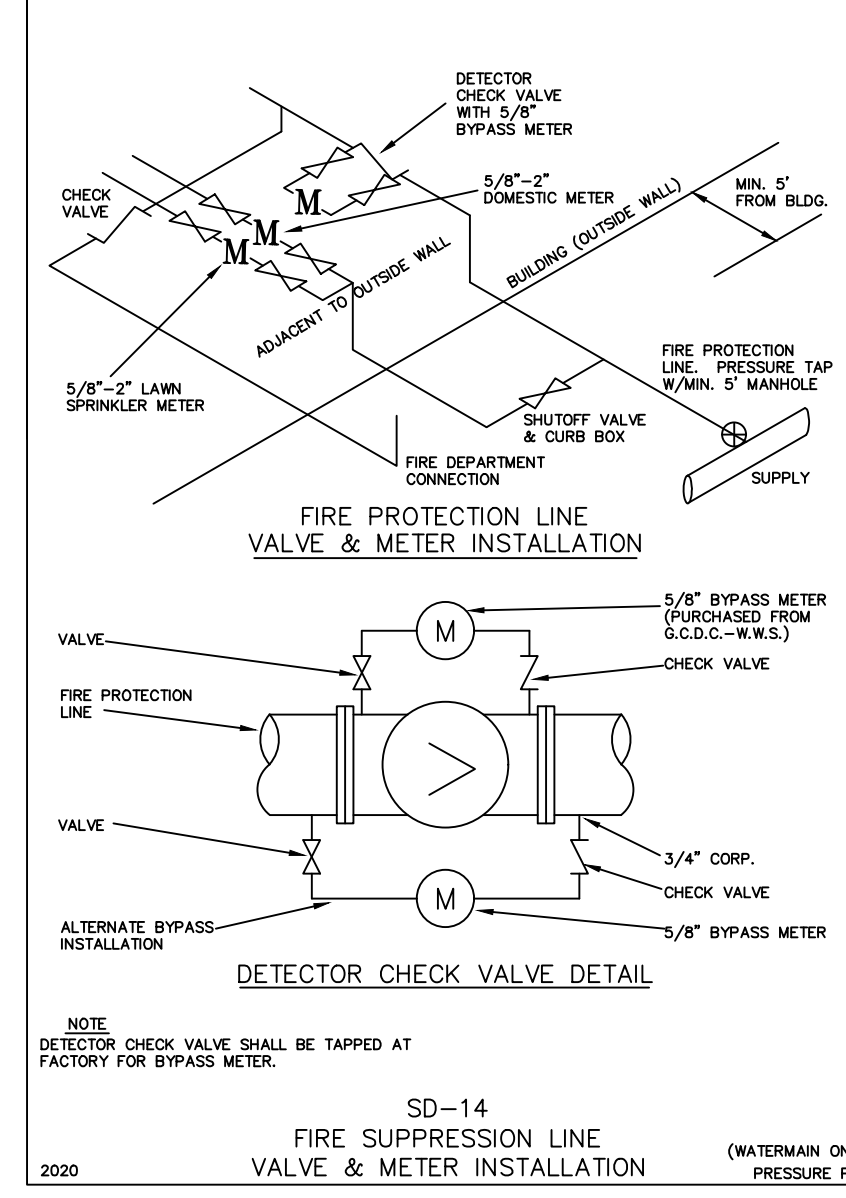
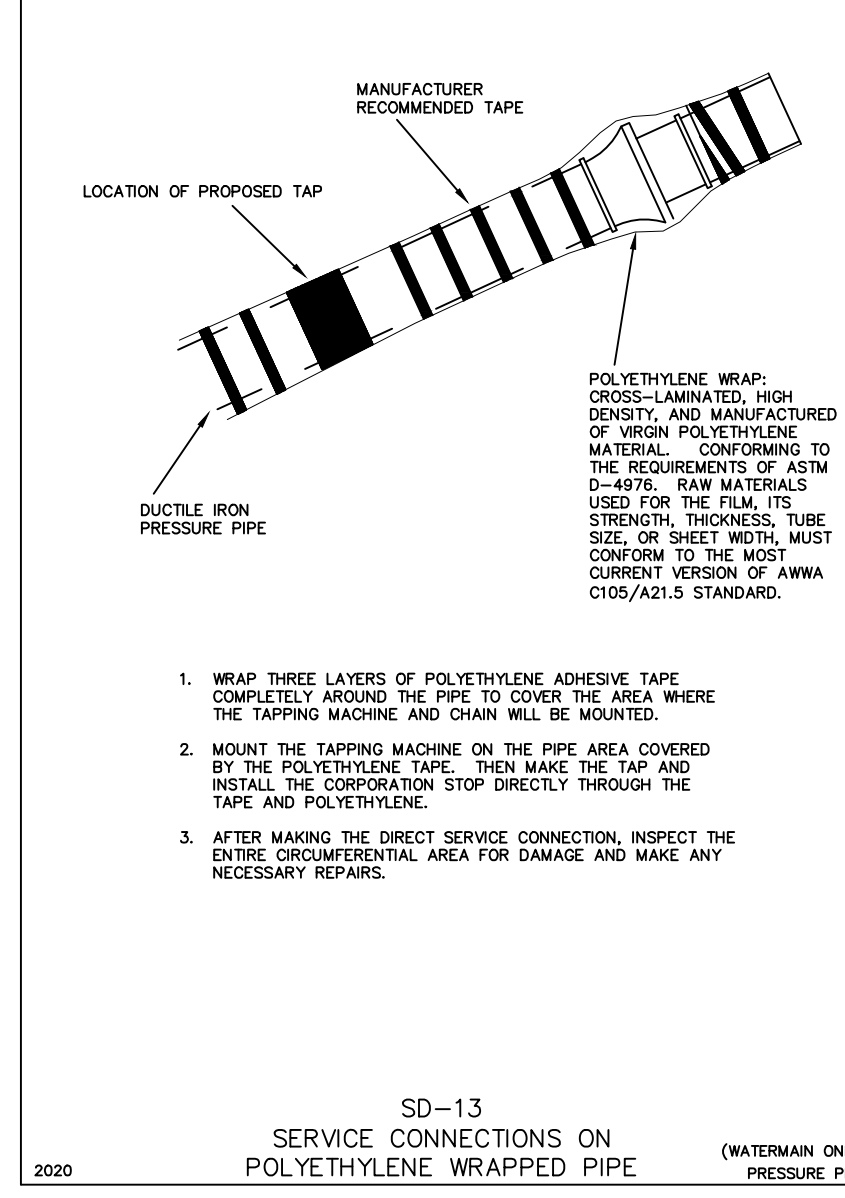
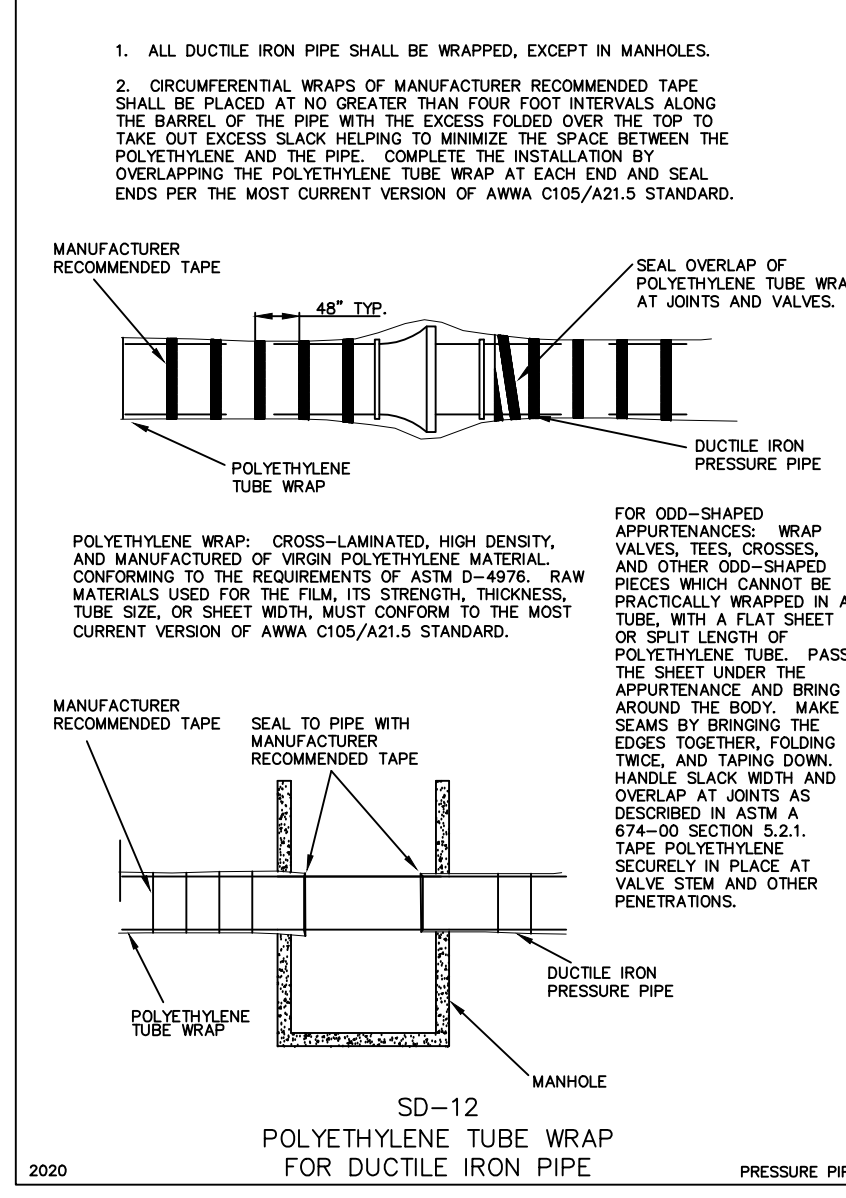
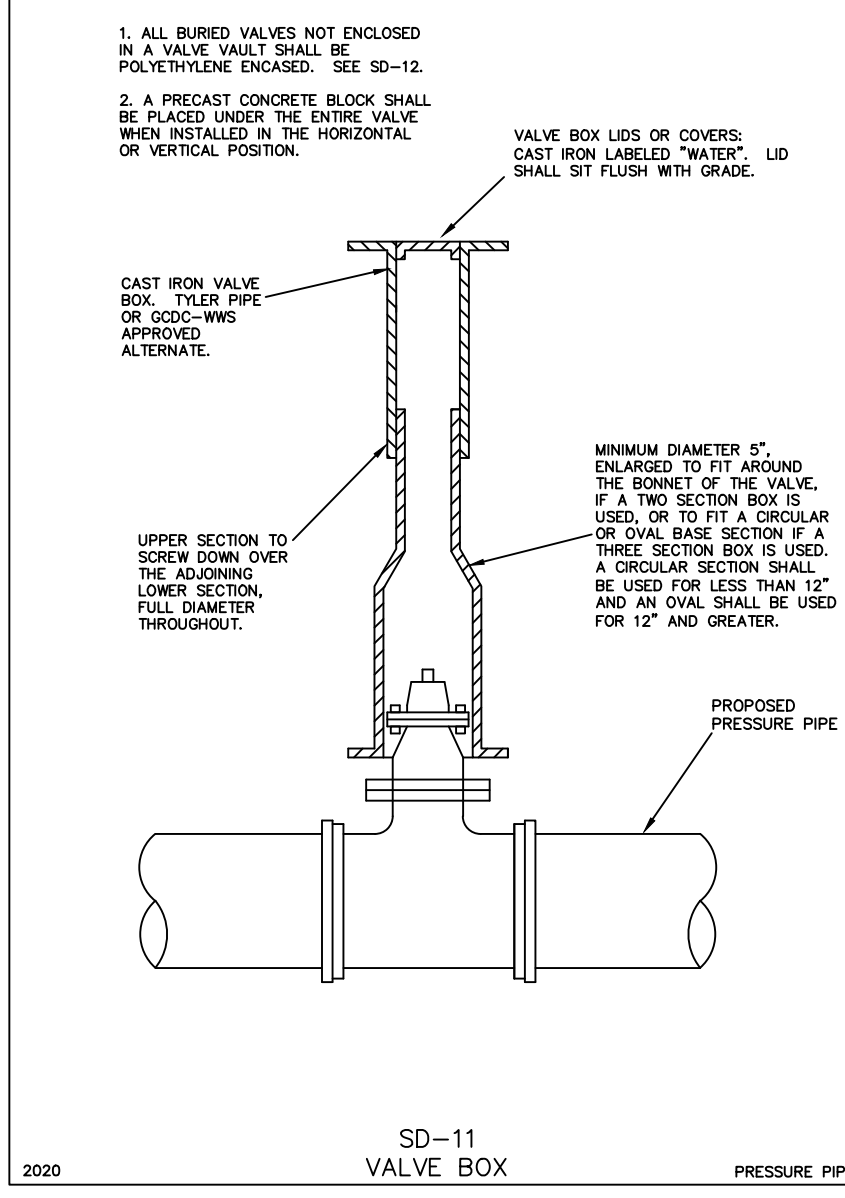
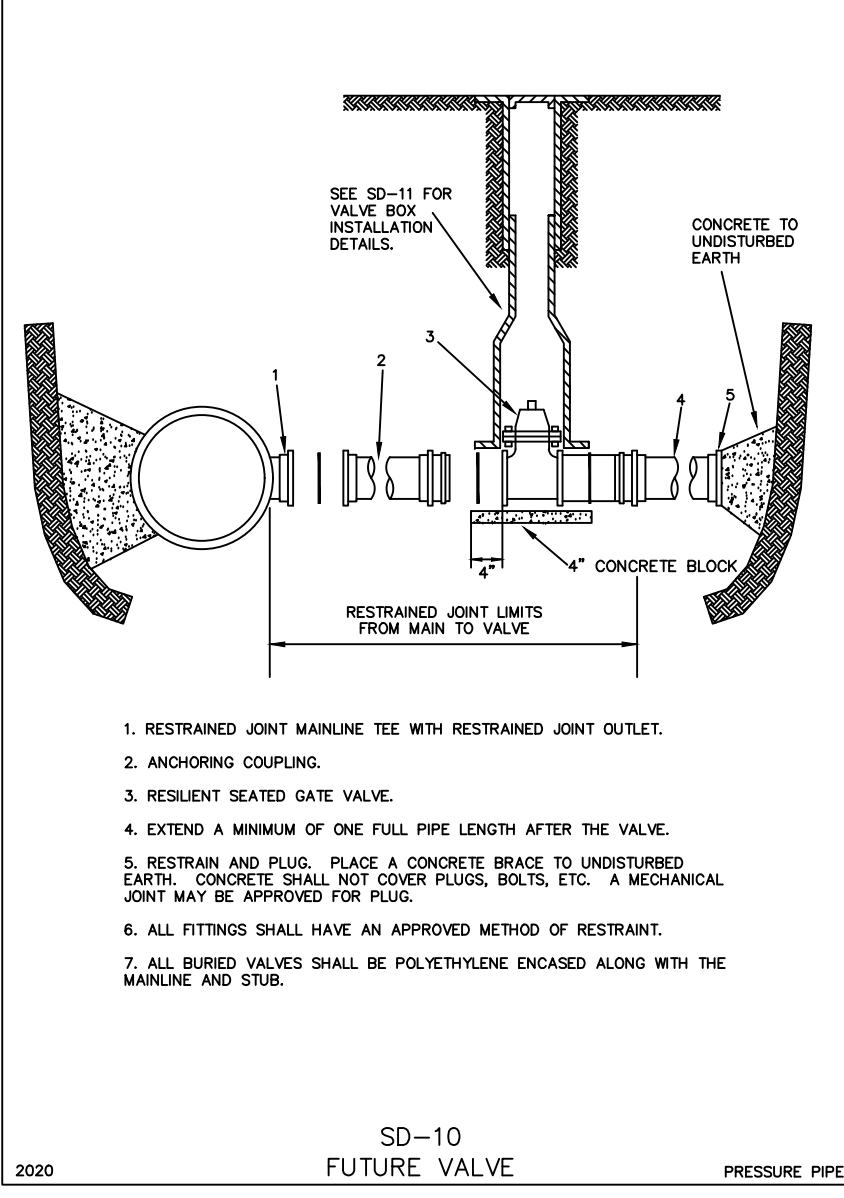
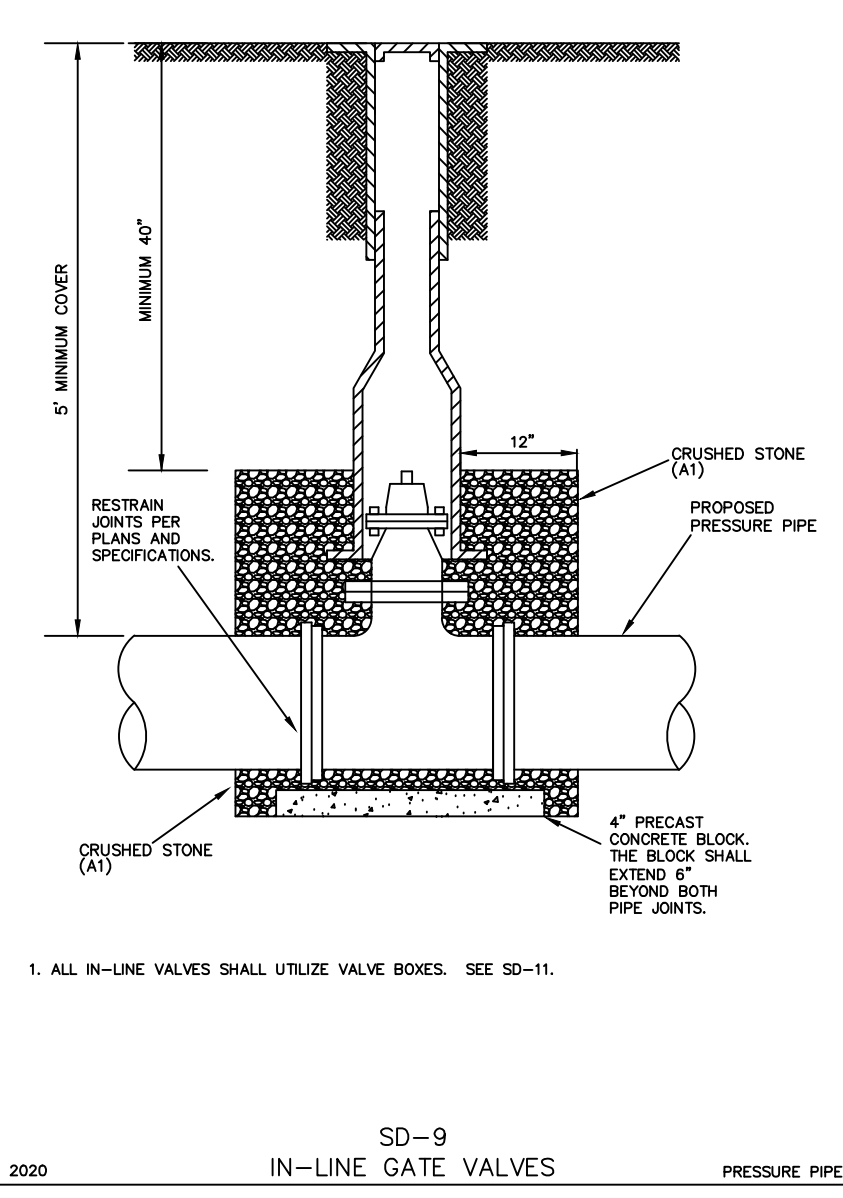
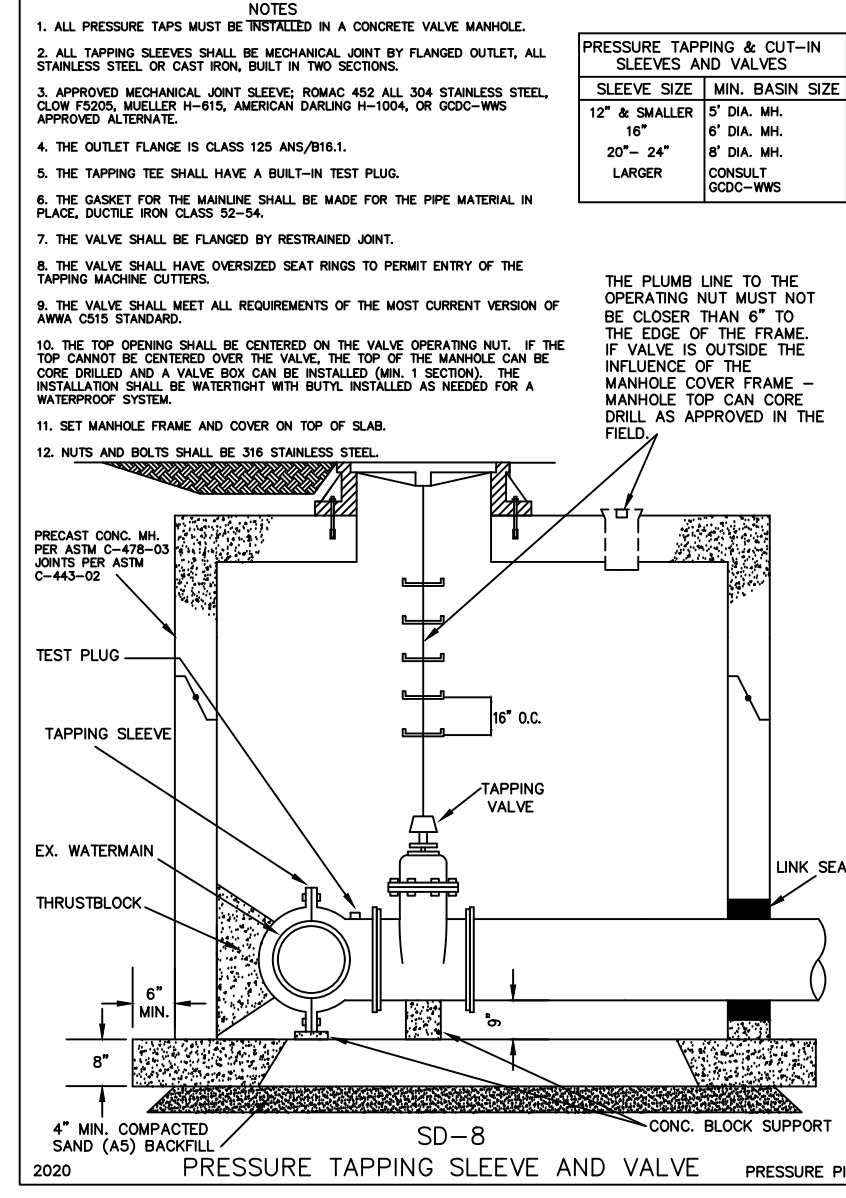
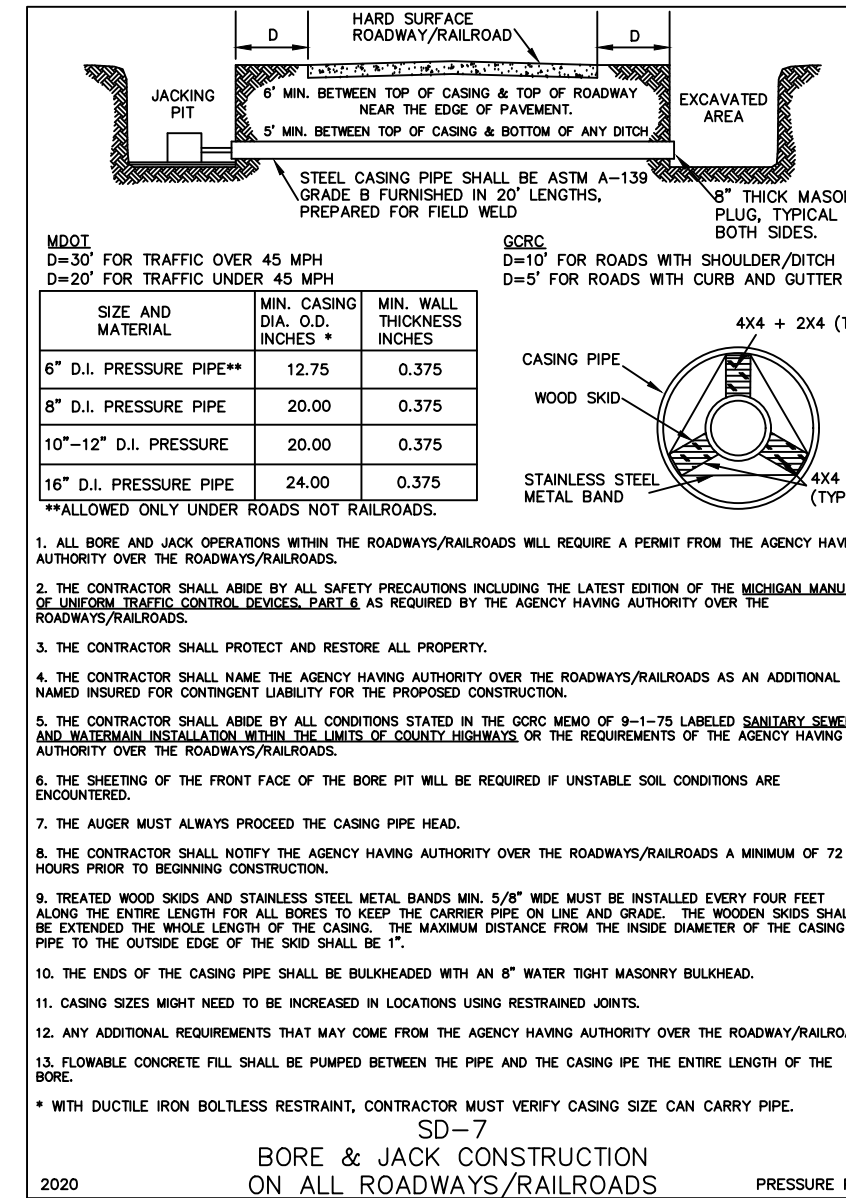
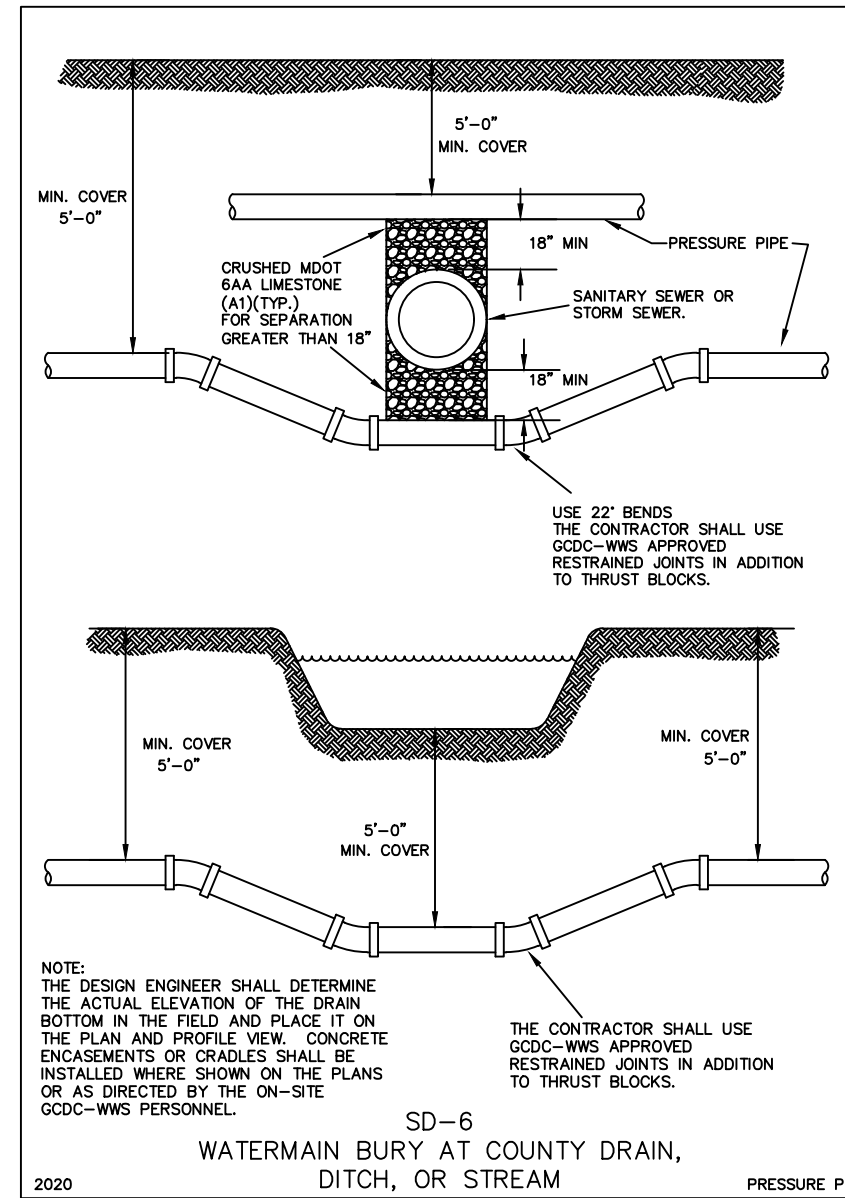
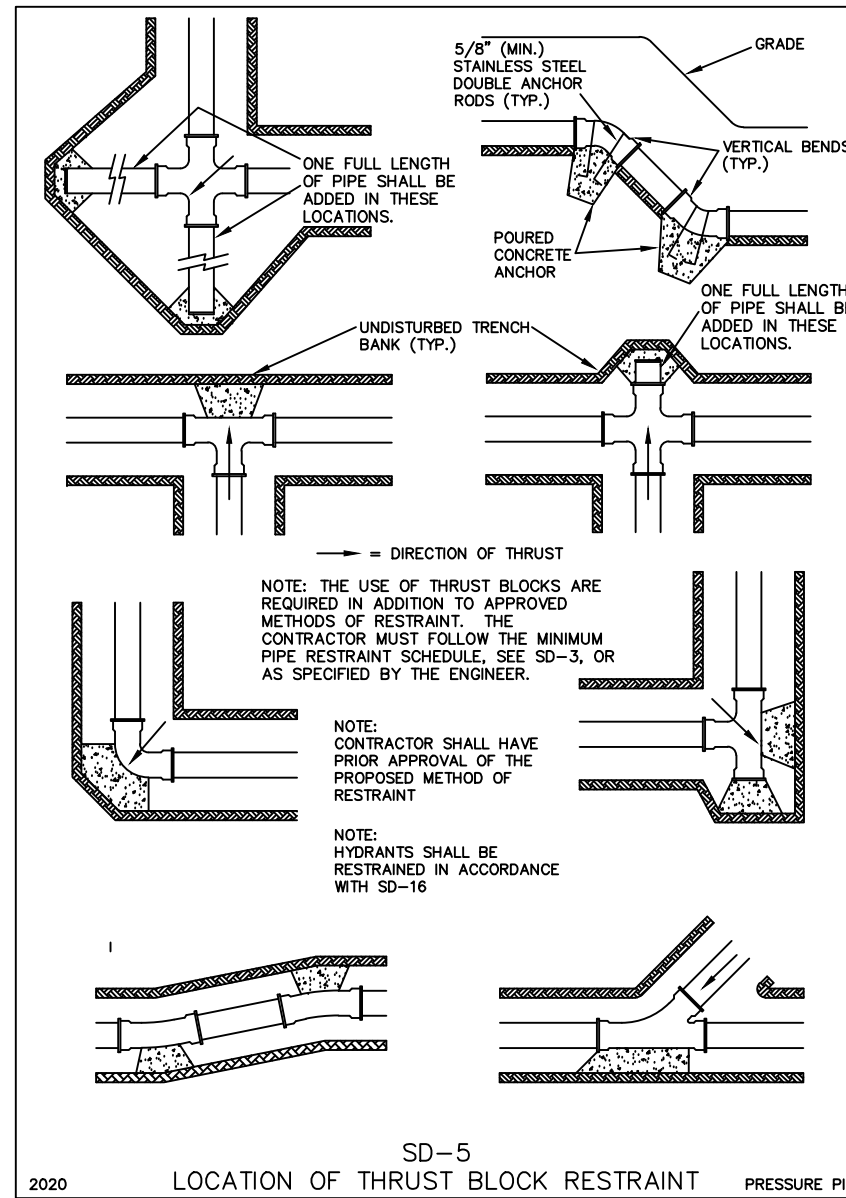
**MINIMUM PIPE RESTRAINT SCHEDULE FOR GROUND BURIED PRESSURE PIPES\***

PIPE SIZE	LENGTH (FT) OF RESTRAINT REQUIRED†						
	22"	33 3/4"	45"	56 3/4"	67 3/4"	78 3/4"	90" OR DEAD END
6"	3	6	11	16	23	29	37
8"	4	8	15	22	31	41	50
10"	5	11	18	28	38	49	61
12"	6	13	22	33	45	59	73
14"	7	16	25	37	50	66	84
16"	8	19	29	42	56	72	90
18"	9	22	35	53	71	90	110
20"	10	25	40	61	80	101	125
22"	11	28	45	69	90	113	140
24"	12	31	50	78	100	126	155
30"	15	39	63	96	125	160	199
36"	17	45	73	110	144	184	228
42"	19	51	82	125	165	208	265

**NOTES**

1. THIS TABLE IS BASED ON A TEST PRESSURE OF 180 PSI (OPERATING PRESSURE PLUS WATER HAMMER). FOR OTHER TEST PROCEDURES, ALL VALUES ARE TO BE INCREASED OR DECREASED PROPORTIONALLY.
2. IF THE ROADS ARE APPROVED BY G.C.C.-W.S., THEY MUST BE STAINLESS STEEL GRADE 316 ROADS & NUTS. PLACE (2) ROADS 5/8" DIA. MINIMUM FOR WATERMAN 6" ROADS TO 10 INCH AND (4) ROADS 5/8" DIA. MINIMUM FOR 12 INCH AND LARGER.
3. THE CONTRACTOR SHALL USE G.C.C.-W.S. APPROVED RESTRAINED JOINTS.
4. IN-LINE VALVES SHALL BE CONSIDERED DEAD ENDS IN BOTH DIRECTIONS.
5. THIS TABLE IS A MINIMUM REQUIREMENT FOR THRUST RESTRAINT OF GROUND BURIED PRESSURE PIPES AND DOES NOT ALLOW THE ENGINEER OF THE RESPONSIBILITY TO DESIGN PROTECT THRUST PROTECT TO THE PROJECT. IN THE CASE OF DUCTILE IRON PIPE, THE ENGINEER SHALL FOLLOW THE APPLICABLE STANDARDS AS SET FORTH IN THE LATEST EDITION FOR THRUST RESTRAINT DESIGN FROM THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA).
6. REFER TO DIPRA FOR TEES, FITTINGS, ETC. USE DIPRA AT 150K WRAP.
7. THRUST BLOCKS SHALL BE USED IN CONJUNCTION WITH THE RESTRAINT SCHEDULE.

**SD-4**  
MINIMUM PIPE RESTRAINT SCHEDULE  
PRESSURE PIPE





# GENERAL CONSTRUCTION NOTES

1. STANDARD SPECIFICATIONS & DETAILS  
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE LATEST GENESSEE COUNTY STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR SANITARY SEWER, PRESSURE PIPE, AND PUMP STATION CONSTRUCTION. ANY DEVIATIONS FROM THE GDCD-WWS APPROVED PLANS WILL NOT BE PERMITTED. IF IT BECOMES NECESSARY TO REVISE THE PLAN, THEY SHALL BE RESUBMITTED TO GDCD-WWS FOR APPROVAL.

2. PRE-CONSTRUCTION MEETING  
A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE GDCD-WWS OFFICE PRIOR TO BEGINNING THE WORK. NO PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO OBTAINING THE STATE CONSTRUCTION PERMITS. THE MEETING'S TIME, PLACE, AND ATTENDEES SHALL BE ARRANGED BY THE ENGINEER FOR THE PROJECT. GDCD-WWS, GDCD-SWM, THE MUNICIPALITY, THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS, PROJECT OWNER, CONTRACTOR, AND ANY AFFECTED UTILITIES SHALL BE INVITED, AS A MINIMUM, TO THE PRE-CONSTRUCTION MEETING.

3. MISS DIG 811 UTILITY ALERT  
THREE (3) WORKING DAYS PRIOR TO BEGINNING THE WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT MISS DIG 811 UTILITY PROTECTION SERVICE (1-800-482-7771 OR 811) TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ALL UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY REPAIRED IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS.

4. FIELD LOCATION OF UTILITIES  
PRIOR TO BEGINNING THE WORK, THE CONTRACTOR SHALL BE REQUIRED TO EXPOSE ALL EXISTING UTILITIES THAT CROSS THE PROPOSED CONSTRUCTION, SO THE ENGINEER MAY DETERMINE IF A VERTICAL CONFLICT EXISTS BETWEEN AN EXISTING UTILITY AND THE PROPOSED WORK. ALL LABOR REQUIRED TO UNCOVER THE EXISTING UTILITY SHALL BE CONSIDERED INCLUDED IN THE LINEAL FEET OF PRESSURE PIPE OR SANITARY SEWER PIPE INSTALLED. THE CONTRACTOR SHALL VERIFY THE DEPTH AND HORIZONTAL LOCATIONS OF ALL UTILITIES IN SUFFICIENT TIME SUCH THAT ANY CONFLICTS CAN BE RESOLVED BEFORE WORK IS STARTED IN THAT PORTION OF THE PROJECT. THE CONTRACTOR SHALL ARRANGE FOR THE VARIOUS UTILITY OWNERS TO LOCATE, REMOVE, AND REPLACE, OR RELOCATE THEIR FACILITIES. ALL COSTS FOR THIS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PROJECT.

5. SUBSURFACE SOIL CONDITIONS  
PRIOR TO BIDDING, THE CONTRACTOR AND SUBCONTRACTORS SHALL MAKE A PERSONAL INVESTIGATION OF THE SITE AND EXISTING SURFACE AND SUBSURFACE CONDITIONS. THE CONTRACTOR SHALL ACQUAINT ITSELF WITH CONDITIONS OF THE WORK AREA. THE CONTRACTOR IS ADVISED TO DETERMINE THE SUBSURFACE SOIL AND GROUND WATER CONDITIONS. DEWATERING, IF DETERMINED NECESSARY BY THE CONTRACTOR AND IF NOT SPECIFICALLY REQUIRED BY THE CONTRACT DOCUMENTS, WILL BE INCIDENTAL TO THE COST OF INSTALLATION.

6. PERMITS AND FEES  
THE CONTRACTOR/DEVELOPER SHALL OBTAIN ALL PERMITS, INCLUDING THE PAYMENT OF ANY FEES OR BONDS, REQUIRED BY ANY FEDERAL, STATE, COUNTY, LOCAL, OR PRIVATE ORGANIZATIONS PRIOR TO COMMENCING WORK.

7. GDCD-WWS INSPECTION FEES  
THE DEVELOPER SHALL PAY FOR ALL SANITARY SEWER AND PRESSURE PIPE INSPECTION FEES AND WATER USAGE FEES PRIOR TO THE PRE-CONSTRUCTION MEETING.

8. SOIL EROSION CONTROL, PART 91 OF P.A. 451 OF 1994  
THE CONTRACTOR/DEVELOPER SHALL COMPLY WITH ALL PROVISIONS OF PART 91, ACT 451 OF P.A. 1994 FOR SOIL EROSION AND SEDIMENTATION CONTROL AND WILL BE RESPONSIBLE FOR ALL MAINTENANCE UNTIL THE FINAL ACCEPTANCE OF THE PERMANENT CONTROL MEASURES BY GDCD-WWS. THE CONTRACTOR/DEVELOPER IS REQUIRED BY GDCD-WWS TO PREPARE AND SUBMIT A SOIL EROSION AND SEDIMENTATION CONTROL PLAN IN ORDER TO OBTAIN THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT AND TO PAY ANY APPLICATION FEES AND BOND FEES NECESSARY TO OBTAIN THE PERMIT.

9. STATE CONSTRUCTIONS PERMITS  
THE CONSTRUCTION OF PUBLIC SANITARY SEWERS OR PRESSURE PIPES SHALL NOT BEGIN UNTIL THE REQUIRED STATE CONSTRUCTION PERMITS HAVE BEEN OBTAINED. NOTE: SOIL EROSION AND CONSTRUCTION PLAN APPROVAL ARE SEPARATE APPROVALS AT GDCD-WWS.

10. ROADWAY PERMITS  
A PERMIT FROM THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS IS REQUIRED FOR ALL CONSTRUCTION WITHIN ANY ROAD RIGHT-OF-WAY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE ALL NECESSARY PERMITS, POST ALL NECESSARY BONDS, PAY ALL FEES, AND OBTAIN ANY REQUIRED INSURANCES IN CONNECTION THERE WITH.

11. WORK OBSERVATION  
ALL WORK SHALL BE PERFORMED UNDER THE OBSERVATION OF A CONSTRUCTION OBSERVER FROM GDCD-WWS OR LOCAL MUNICIPALITY HAVING JURISDICTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OBSERVING AGENCIES THREE (3) WORKING DAYS OR 72 HOURS PRIOR TO STARTING CONSTRUCTION TO ARRANGE FOR ON-SITE OBSERVATION AND TESTING. CUT SHEETS FOR ALL PIPE INSTALLATION AND REDITCHING SHALL BE PROVIDED TO THE GDCD-WWS CONSTRUCTION OPERATOR'S SUPERVISOR A MINIMUM OF 24 HOURS PRIOR TO STARTING THE WORK WITH RESPECT TO THAT UTILITY. GDCD-WWS OR THE LOCAL MUNICIPALITY HAVING JURISDICTION SHALL BE NOTIFIED FOR A FINAL INSPECTION.

12. CONTRACTOR'S MINIMUM WAGE & USE OF IN-COUNTY LABOR  
THE CONTRACTOR SHALL EMPLOY COMPETENT AND SKILLED WORKERS THROUGHOUT THE COURSE OF THE PROJECT. THE CONTRACTOR SHALL STRIVE TO USE GENESSEE COUNTY RESIDENTS WHEN FEASIBLE. THE CONTRACTOR SHALL BE REQUIRED TO PAY THE PREVAILING WAGE RATES AS ESTABLISHED BY THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR WHICH APPLIES TO THE COUNTY OF GENESSEE. THESE RATES CAN BE OBTAINED BY CONTACTING THE MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRIAL SERVICES.

13. MIOSHA SAFETY REQUIREMENTS  
ALL WORK, WORK PRACTICE, AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL SAFETY GUIDELINES, OCCUPATION, HEALTH AND ENVIRONMENTAL REGULATIONS, AND ALSO NFPA AND ANSI CODES AS APPLICABLE. ALL WORK INSIDE A CONFINED SPACE, SUCH AS MANHOLES OR OTHER UNDERGROUND STRUCTURES, SHALL BE COORDINATED WITH THE UTILITY OWNER, AND ALL WORKER SAFETY REQUIREMENTS STRICTLY ENFORCED. THE CONTRACTOR SHALL HAVE ITS WORKER PLAN ON FILE WITH GDCD-WWS AND ONE COPY ON SITE AT ALL TIMES.

14. ROADWAY REQUIREMENTS FOR UTILITY CONSTRUCTION  
THE CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF THE GCRC OR LOCAL MUNICIPALITY REGARDING THE CONSTRUCTION OF PRESSURE PIPE AND SEWER MAINS, MAINTAINING TRAFFIC, BARRICADING, BORING, BACKFILLING AND RESTORATION WITHIN THE ROAD RIGHT-OF-WAY.

15. OPEN CUTTING OF COUNTY/LOCAL ROADS  
WHEN OPEN CUTTING OF GRAVEL OR HARD SURFACED ROADS ARE INCORPORATED INTO THE PROJECT, THE CONTRACTOR SHALL OBTAIN THE APPROVAL AND COMPLY WITH ALL OF THE REQUIREMENTS OF THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS, AND BY THE SPECIFICATIONS OF GDCD-WWS.

16. GRAVEL ROAD CONTAMINATION BY THE WORK  
IF IT IS DETERMINED BY THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS THAT GRAVEL ROADS HAVE BECOME CONTAMINATED DURING THE WORK, THE ROAD MUST BE REPAIRED PER THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS. WHERE THE EXISTING ROAD GRAVEL IS REMOVED BECAUSE OF THE WORK, ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS.

17. RESTORATION OF GRAVEL SHOULDERS  
IF IT IS DETERMINED BY THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS THAT GRAVEL SHOULDERS HAVE BEEN CONTAMINATED BY THE WORK, THE CONTRACTOR SHALL RE-GRAVEL PER THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS. ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS.

18. COMPACTED GRANULAR BACKFILL FOR ROADWAYS, DRIVES, ETC.  
ALL TRENCH EXCAVATION WITHIN A ONE-ON-ONE INFLUENCE OF A ROADWAY, DRIVEWAY, DRIVEWAYS, PARKING LOTS OR AS OTHERWISE NOTED ON THE PLANS, SHALL BE BACKFILLED WITH COMPACTED SAND MDOT CLASS II (A5) PER THE SCHEDULE OF BACKFILLING, FOUND IN THE SPECIFICATIONS. IN ADDITION, SEE THE SPECIFICATIONS FOR THE REQUIREMENTS FOR THE COMPACTION PLAN. THIS STANDARD ALSO INCLUDES SERVICE LEADS UNLESS BORED.

19. SURFACE RESTORATION  
ALL DISTURBED AREAS SHALL BE COMPLETELY RESTORED IN STRICT COMPLIANCE WITH THE SOIL EROSION AND SEDIMENTATION SPECIFICATIONS AND TO THE SATISFACTION OF GDCD-WWS, GDCD-SWM, GCRC, MDOT, THE LOCAL MUNICIPALITY, AND THE PROPERTY OWNER. ALL COSTS FOR THE CLEANUP, RESTORATION WORK, AND OTHER INTERMEDIATE OPERATIONS INCLUDING BUT NOT LIMITED TO, CONSTRUCTION SIGNAGE, STRIPES, SWEEPING, AND MAINTAINING EXISTING UTILITIES, SHALL BE CONSIDERED INCLUSIVE AND AT NO ADDITIONAL COST TO GDCD-WWS. AREAS DISTURBED DURING THE WORK SHALL RECEIVE A 4" APPLICATION OF SCREENED TOPSOIL, FERTILIZED AND SEED. ALL EXCESS MATERIALS, DEBRIS, AND SIMILAR ITEMS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF IN ACCORDANCE WITH THE LAW. ALL GROUND SURFACES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER PRIOR TO FINAL APPROVAL.

20. TRAFFIC CONTROL  
THE CONTRACTOR SHALL EXECUTE THE WORK IN A MANNER SUCH THAT TRAFFIC IS MAINTAINED AND ACCESS IS PROVIDED TO ALL RESIDENCES, BUSINESSES, AND COMMERCIAL ESTABLISHMENTS. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE TRAFFIC CONTROL PLANS AND THE LATEST EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, PART 6, AND THE REQUIREMENTS OF THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS, OR AS DIRECTED BY THE ENGINEER.

21. SIGNING AND BARRICADING  
SIGNING AND BARRICADING SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE DETAILS ON THE PLANS, THE LATEST EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, PART 6, AND THE REQUIREMENTS OF THE AGENCY HAVING AUTHORITY OVER THE ROADWAYS. SIGNS AND BARRICADES LEFT IN PLACE AFTER DARK SHALL BE LIGHTED.

22. PROTECTION OF HAZARDOUS AREAS  
EXCAVATION AND HAZARDOUS AREAS SHALL BE PROTECTED BY BARRICADES, SNOW FENCE, OR OTHER APPROPRIATE MEANS. BARRICADES LEFT IN PLACE AFTER DARK SHALL BE LIGHTED.

23. STORM WATER DRAINAGE DURING THE WORK  
THE CONTRACTOR/DEVELOPER SHALL OBTAIN THE SERVICES OF A CERTIFIED STORM WATER OPERATOR AND COMPLY WITH THE PROVISIONS OF THE NPDES AND SESC PERMITS. THE CONTRACTOR SHALL MAINTAIN DITCH DRAINAGE DURING CONSTRUCTION AND SHALL NOT OBSTRUCT SUMP PUMP LEADS DISCHARGING INTO THE DITCH. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL STORM SEWER FACILITIES, SUCH AS CATCH BASINS AND CULVERTS, DURING THE WORK. CULVERTS AND CATCH BASINS CONTAMINATED DURING THE WORK SHALL BE CLEANED.

24. UTILITY INFORMATION  
UTILITY INFORMATION IS PROVIDED IN ACCORDANCE WITH THE LOCATIONS PROVIDED BY UTILITY OWNERS. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR THE LOCATION AT WHICH THESE SERVICES EXIST. DIFFERING FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND GDCD-WWS.

25. EXISTING UTILITIES  
THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SANITARY SEWER, PRESSURE PIPE, OR STORM SEWER CONNECTIONS IN SERVICE THROUGHOUT THE WORK. THE CONTRACTOR SHALL PROVIDE OR ARRANGE FOR THE TEMPORARY SUPPORT OF GAS MAIN, TELEPHONE, FIBER OPTIC CABLE, PRESSURE PIPE, SANITARY SEWER, STORM SEWER, AND UTILITY POLES WHERE NEEDED. ALL STORM SEWERS DAMAGED OR REMOVED, OR RELOCATED BY THE CONTRACTOR, SHALL BE REPLACED WITH THE SAME SIZE AND QUALITY PIPE BY THE CONTRACTOR AT CONTRACTOR'S SOLE EXPENSE. ALL UTILITIES UNDERMINED BY THE EXCAVATION SHALL HAVE COMPACTED SAND BACKFILL PLACED UNDER THEM, UNLESS MDOT 6A CRUSHED LIMESTONE (A1) OR MDOT 22A GRAVEL (A2) IS SHOWN ON THE CONSTRUCTION PLANS. ALL WORK, INCLUDING THE REBORING OF SANITARY SEWER SERVICE LEADS AND WATERMAIN LEADS TO ACCOMMODATE CONSTRUCTION TO CLEAR EXISTING SERVICES, SHALL BE INCLUSIVE TO THE PROJECT.

26. SHOP DRAWINGS  
PRIOR TO THE START OF THE WORK, THE CONTRACTOR SHALL FURNISH TO GDCD-WWS SHOP DRAWINGS AND/OR CATALOG CUTS FOR ALL MATERIALS AND EQUIPMENT ITEMS PER THE STANDARD SPECIFICATIONS.

27. MATERIAL CERTIFICATIONS  
PRIOR TO THE START OF THE WORK, THE CONTRACTOR SHALL FURNISH TO GDCD-WWS MATERIALS CERTIFICATES FOR ALL MATERIALS USED DURING THE WORK.

28. NON-STOPPAGE CLAUSE  
THE CONTRACTOR SHALL BE REQUIRED TO COMPLETE ALL WORK IN AN EXPEDITIOUS MANNER AND SHALL NOT STOP THE WORK FOR EXTENDED PERIODS ONCE THE WORK HAS BEGUN WITHOUT WRITTEN APPROVAL OF GDCD-WWS.

29. DISPOSAL OF EXCESS EXCAVATED MATERIAL  
ALL EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR, WITH ALL PERMITS, PERMISSIONS, AND LOCATIONS PROVIDED BY THE CONTRACTOR. ADJACENT PROPERTY OWNERS SHALL BE GIVEN PREFERENCE FOR DISPOSAL SITES. WRITTEN PERMISSION FOR DISPOSAL ON ADJACENT PROPERTY OWNERS SHALL BE PROVIDED TO GDCD-WWS.

30. CONSTRUCTION STAKING  
THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, PROVIDE A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF MICHIGAN, TO PROVIDE ALIGNMENT AND GRADE STAKES, AND CUT SHEETS. THE SURVEYOR SHALL PROVIDE GRADE STAKES AND CUT SHEETS AT ALL STRUCTURES AND AT A MAXIMUM OF 50' INTERVALS BETWEEN STRUCTURES.

31. FINAL ELEVATIONS OF SURFACE UTILITIES  
ALL FINAL ELEVATIONS OF MANHOLE CASTINGS, HYDRANTS, VALVES, AND VALVE BOXES SHALL BE APPROVED BY THE GDCD-WWS REPRESENTATIVE IN THE FIELD. ANY ADJUSTMENTS THAT ARE MADE SHALL BE AT THE CONTRACTOR'S SOLE EXPENSE.

32. PROJECT RECORD DOCUMENTS  
UPON COMPLETION OF THE WORK AND PRIOR TO FINAL APPROVAL FROM GDCD-WWS, THE OWNER/DEVELOPER SHALL FURNISH GDCD-WWS WITH ONE COMPLETE SET OF PROJECT RECORD DOCUMENTS. THESE PROJECT RECORD DOCUMENTS ARE COMPRISED OF DRAWINGS ON MYLAR AND AN ELECTRONIC DATA SET.

THE MYLAR PROJECT RECORD DOCUMENTS SHALL BE SUBMITTED TO GDCD-WWS ON 4 MIL MYLAR FOR THE REVIEW AND APPROVAL OF GDCD-WWS. THE MYLAR PROJECT RECORD DOCUMENTS SHALL INCLUDE BUT NOT BE LIMITED TO: INVERT OF PIPES, LOCATION OF MANHOLES, PIPE LENGTHS, SLOPES OF PIPE, LOCATION OF SERVICE LEADS, LOCATION OF MAINLINE VALVES, LOCATION OF BENDS, TEES CROSSES, AND LOCATION OF CURB BOXES. THIS INFORMATION SHALL BE GATHERED BY THE OWNER/DEVELOPER AT ITS SOLE EXPENSE. THESE PROJECT RECORD DOCUMENTS SHALL ALSO INCLUDE ANY ADDITIONAL INFORMATION COLLECTED BY THE GDCD-WWS OR MUNICIPAL CONSTRUCTION OBSERVER.

IN ADDITION TO THE AS-BUILT MYLARS, THE OWNER/DEVELOPER SHALL PROVIDE TO GDCD-WWS AN ELECTRONIC DATA SET IN A MICROSOFT EXCEL SPREADSHEET DETAILING THE FOLLOWING ITEMS IN THEIR AS-BUILT LOCATIONS DEPICTED IN MICHIGAN STATE PLANE SOUTH COORDINATES (NAD83) AND ELEVATIONS (USGS/NGVD): ALL MANHOLES (WATER AND SANITARY), ALL HYDRANTS, ALL VALVES, AND ALL SERVICE RISERS (WATER AND SANITARY) AT THEIR TERMINUS, ALL METER PITS, AND ALL PUMP STATIONS.

33. 2-YEAR MAINTENANCE AND GUARANTEE BOND  
UPON COMPLETION OF THE WORK AND PRIOR TO FINAL APPROVAL, THE CONTRACTOR SHALL FURNISH THE GDCD-WWS WITH A 2-YEAR MAINTENANCE AND GUARANTEE BOND.

34. SOIL EROSION AND SEDIMENTATION CONTROL RELEASE  
PRIOR TO FINAL ACCEPTANCE BY GDCD-WWS, THE CONTRACTOR SHALL REQUEST A FINAL INSPECTION OF ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND RECEIVE WRITTEN APPROVAL FROM GDCD-WWS. THE SOIL EROSION AND SEDIMENTATION CONTROL BOND WILL BE RELEASED UPON GDCD-WWS FINAL APPROVAL.

35. ORDER OF PRECEDENCE  
IN RESOLVING INCONSISTENCIES BETWEEN TWO OR MORE SECTIONS OF THE CONTRACT DOCUMENTS, PRECEDENCE SHALL BE GIVEN IN THE FOLLOWING ORDER FROM (A) THROUGH (G):

- A. AGREEMENT AND ANY CONTRACT MODIFICATIONS (WITH GDCD-WWS)
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INSTRUCTION TO BIDDERS
- E. GENERAL CONDITIONS OF THE CONTRACT
- F. SPECIFICATIONS
- G. DRAWINGS

# SANITARY CONSTRUCTION NOTES

1. ALL MATERIAL AND WORK SHALL COMPLY WITH THE LATEST GDCD-WWS SPECIFICATIONS AND STANDARD DETAILS.

2. NO CONNECTION TO AN EXISTING SANITARY SEWER SHALL BE MADE WITHOUT THE PRIOR APPROVAL OF GDCD-WWS. GDCD-WWS SHALL HAVE FINAL INSPECTION AUTHORITY AND APPROVAL FOR UNDERGROUND SANITARY SEWER FACILITIES.

3. THE MATERIAL FOR THE SANITARY SEWER SHALL BE SPECIFIED ON THE CONSTRUCTION DRAWINGS. THE FOLLOWING MATERIALS ARE ACCEPTABLE TO GDCD-WWS:  
A. 8" TO 15", PVC WITH A MINIMUM SDR OF 26 CONFORMING TO ASTM D-3034-00 GASKETED SEWER PIPE.  
B. LARGER THAN 15", REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76-03. JOINTS SHALL BE MODIFIED TONGUE & GROOVE TYPE WITH SOLID RUBBER GASKETS CONFORMING TO ASTM C-443-02. MINIMUM SIZE SHALL BE CLASS III, WALL B AS RECOMMENDED BY THE ENGINEER.

4. ALL SANITARY SEWER SERVICE RISERS SHALL BE 6" INTERNAL DIAMETER SDR-26 PVC OR LOWER CONFORMING TO ASTM D-3034-00. JOINTS SHALL BE RUBBER GASKET JOINTS OR SOLVENT WELD BELL JOINTS. RISERS SHALL BE LEFT AT 8'-10" DEEP AT THE RIGHT-OF-WAY OR EASEMENT LINE, OR AS DEEP TO SERVICE BASEMENTS. SERVICE RISERS WITHIN EASEMENTS SHALL BE EXTENDED A MINIMUM OF ONE PIPE LENGTH FROM THE MAINLINE SEWER OR TO THE EDGE OF THE EASEMENT, WHICH EVER IS LONGER. WEEP TILE, PERIMETER DRAINS, DOWN SPOUTS, OR ANY OTHER SOURCE OF WATER, SHALL NOT BE CONNECTED TO THE SANITARY SEWER.

5. PRECAST CONCRETE MANHOLES SHALL CONFORM TO ASTM C-478-03 WITH RUBBER JOINTS CONFORMING TO ASTM C-443-02. ALL FINAL ELEVATIONS OF MANHOLE CASTINGS SHALL BE DETERMINED BY GDCD-WWS. MANHOLE FRAMES AND COVERS SHALL BE BOLT-DOWN, WATER TIGHT EAST JORDAN 1040 ZPT, NEEDHAM FOUNDRY COMPANY R-1916F, OR GDCD-WWS APPROVED ALTERNATE. STEPS SHALL BE M.A. INDUSTRIES PS-1-PF, AMERICAN STEP CO. ML-10, OR A GDCD-WWS APPROVED ALTERNATE.

6. ALL SANITARY SEWERS SHALL BE INSTALLED PURSUANT TO THE SANITARY SEWER STANDARD DETAILS. DEEPER SEWERS, EXCESSIVE TRENCH WIDTH, AND WHERE NOTED, THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS SPECIFIED.

7. WHERE MANHOLE ADJUSTMENT IS REQUIRED, THE MAXIMUM AMOUNT OF ADJUSTMENT BETWEEN THE CASTING AND THE CONE SHALL BE 9". A MAXIMUM OF TWO ADJUSTMENT RINGS ARE ALLOWED. ONLY 3", 4", OR 6" CONCRETE ADJUSTMENT RINGS SHALL BE USED. THE MANHOLE SHALL BE WRAPPED PER SD-5 OF THE SANITARY SEWER DETAILS.

8. ALL SANITARY SEWERS 8" THROUGH 21" DIAMETER, INCLUDING SERVICE LEADS CONSTRUCTED AS PART OF WORK, SHALL UNDERGO A LOW PRESSURE AIR TEST AND AN INFILTRATION TEST, IN CONFORMANCE WITH ASTM C-924-02 OR C-969-02, PRIOR TO FINAL ACCEPTANCE. SANITARY SEWER SYSTEMS LARGER THAN 21" SHALL UNDERGO AN INFILTRATION TEST. THE MAXIMUM ALLOWABLE INFILTRATION FOR PVC SYSTEMS SHALL BE 0 GALLONS PER INCH DIAMETER, PER MILE, PER 24 HOURS, AND CONCRETE SYSTEMS SHALL BE 100 GALLONS PER INCH DIAMETER, PER MILE.

9. ALL PUBLIC SANITARY SEWERS 8" OR LARGER SHALL BE INTERNALLY TELEVISED (PAN/TILT) BY THE CONTRACTOR. THE TELEVISED REPORT, INCLUDING THE DVD, SHALL BE GIVEN TO GDCD-WWS PRIOR TO A REQUEST FOR FINAL INSPECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING (JET/VAC) THE LINE AND ASSURING ALL DIRT AND DEBRIS HAS BEEN REMOVED PRIOR TO TELEVISION. PRIOR TO TELEVISIONING THE LINE, WATER SHALL BE PLACED IN THE MAIN FROM THE UPSTREAM MANHOLE UNTIL IT COMES OUT OF THE DOWNSTREAM MANHOLE. THE TELEVISED REPORT SHALL LIST THE DISTANCE A HOUSE LEAD IS LOCATED FROM A MANHOLE, ALL SHEAR BREAKS IN THE MAIN OR SERVICE LEADS, ALL LONGITUDINAL CRACKS, BROKEN PIPE, DIPS, OR HIGH POINTS IN THE LINE, ETC. THE CONTRACTOR SHALL REPAIR DAMAGED PIPE BY EXCAVATING THE PIPE AND REPLACING THE LENGTH OF PIPE IN AN APPROVED METHOD. LEAKING JOINTS SHALL BE REPAIRED BY GROUTING. A LEAKING JOINT IS DEFINED AS HAVING SUFFICIENT INFILTRATION TO WET THE INTERIOR OF THE JOINT. GDCD-WWS SHALL BE NOTIFIED WHEN THE LINE IS TO BE TELEVISED AND SHALL BE PRESENT TO INSPECT REPAIRS.

10. SANITARY MANHOLES SHALL BE PLACED CLOSEST TO PROPERTY CORNERS WHEN FEASIBLE.

11. PRIOR TO PERFORMING ANY TESTING, THE CONTRACTOR SHALL BE REQUIRED TO DO THE FOLLOWING:
- A. CONDUCT PRELIMINARY TESTS ON THE SYSTEM.
  - B. PROVIDE THE RESULTS FROM THE PRELIMINARY TESTS ON THE SYSTEM.
  - C. PROVIDE RESULTS OF DENSITY CHECKS ON COMPACTED SAND BACKFILL FROM A CERTIFIED TESTING AGENCY.
  - D. FURNISH A COMPLETED TWO-YEAR MAINTENANCE & GUARANTEE BOND.
  - E. COMPLETE FINAL ADJUSTMENTS ON ANY SANITARY SEWER STRUCTURES.

12. PRIOR TO FINAL APPROVAL, THE FOLLOWING ITEMS MUST BE COMPLETED BY THE CONTRACTOR:  
A. THE FINAL TESTING SHALL CONSIST OF VISUAL INSPECTION OF MANHOLES, TELEVISION OF SANITARY MAIN, LOW PRESSURE AIR TEST, AND/OR INFILTRATION TEST DEPENDENT ON THE SIZE OF THE SANITARY MAIN (SEE #8 ABOVE), AND PASSING AN APPROPRIATE SIZED MANDREL 30 DAYS AFTER THE MAIN HAS BEEN INSTALLED.  
B. PROVIDE MATERIAL CERTIFICATES.  
C. PROVIDE RECORDED COPIES OF ALL EASEMENTS FOR THE MASTER DEED REFLECTING FINAL PROJECT RECORD DOCUMENT LOCATIONS.

# PRESSURE PIPE CONSTRUCTION NOTES

1. ALL MATERIAL AND WORK SHALL COMPLY WITH THE LATEST GDCD-WWS SPECIFICATIONS AND STANDARD DETAILS.

2. ALL PUBLIC PRESSURE PIPE SHALL BE DUCTILE IRON. THE PIPE SHALL BE BELL AND SPIGOT OR RESTRAINED JOINT FITTINGS FITTED WITH A RUBBER GASKET. FITTINGS MAY BE GRAY IRON OR DUCTILE IRON MEETING CLASS 350 PSI RATING. FOR 3" OR SMALLER SANITARY SEWER FORCEMAIN, SDR-21 PVC MAY BE UTILIZED.

3. ALL PIPES, VALVES, AND FITTINGS SHALL BE POLYWRAPPED, EXCEPT IN MANHOLES. CIRCUMFERENTIAL WRAPS OF MANUFACTURER RECOMMENDED TAPE SHALL BE PLACED AT NO GREATER THAN 4' INTERVALS ALONG THE BARRIERS OF THE PIPE, WITH THE EXCESS FOLDED OVER THE TOP TO TAKE OUT EXCESS SLACK, HELPING TO MINIMIZE THE SPACE BETWEEN THE POLYETHYLENE AND THE PIPE. COMPLETE THE INSTALLATION BY OVERLAPPING THE POLYETHYLENE TUBE WRAP AT EACH END AND SEAL ENDS PER THE MOST CURRENT VERSION OF AWWA C105/A21.5 STANDARD. WRAPPING PVC PIPE IS NOT REQUIRED.

4. WHERE SANITARY SERVICE LEADS OR OTHER UTILITIES ARE ENCOUNTERED, THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO PROVIDE CONTINUOUS SERVICE TO PROPERTIES ALONG THE ROUTE OF CONSTRUCTION. ALL WORK, INCLUDING THE REBORING OF SANITARY SEWER SERVICE RISERS TO ACCOMMODATE CONSTRUCTION, OR ADJUSTING PRESSURE PIPE INSTALLATION TO CLEAR EXISTING SERVICES, SHALL BE INCLUSIVE TO CONSTRUCTION.

5. ALL PRESSURE PIPES SHALL HAVE A MINIMUM COVER OVER THE TOP OF THE PIPE OF 5' FROM FINISHED GRADE, 5' CLEARANCE UNDER DRAINS, 5' CLEARANCE BELOW EXISTING DITCHES, AND/OR A MINIMUM 5' BELOW THE EXISTING ROAD. THE STANDARD LAYING CONDITIONS FOR PRESSURE PIPE SHALL BE A 30" TRENCH WIDTH, OR PIPE DIAMETER PLUS 12". THE PIPE SHALL BE LAID ON MDOT CLASS II SAND (A5) A MINIMUM OF 4" WITH RECESSES TO ACCOMMODATE PIPE BELLS OR AS SHOWN ON THE PLANS.

6. ALL TRENCH EXCAVATION, UNDER OR WITHIN THE ONE-ON-ONE INFLUENCE OF THE EXISTING OR PROPOSED PAVING, SHALL BE BACK FILLED WITH COMPACTED MDOT CLASS II SAND (A5).

7. THE CONTRACTOR SHALL RESTRAIN ALL THRUST IN THE SYSTEM BY THE USE OF GDCD-WWS APPROVED RESTRAINED JOINTS AND THRUST BLOCKS. DURING THE INSTALLATION OF WATERMAIN, ALL HYDRANTS, TEES, VERTICAL OR HORIZONTAL BENDS AND FUTURE VALVE CONNECTIONS SHALL BE RESTRAINED. THE RESTRAINT SYSTEM AND LOCATION IN THE FIELD SHALL BE DESIGNATED ON THE PLANS.

8. THE CONTRACTOR SHALL ENCASE THE PRESSURE PIPE IN CONCRETE WHERE THE VERTICAL SEPARATION BETWEEN THE SANITARY SEWER OR STORM SEWER AND THE WATERMAIN IS LESS THAN 18" INCHES.

9. DATE VALVES SHALL BE RESILIENT SEATED CONFORMING TO THE MOST CURRENT VERSION OF AWWA C509 OR C515 STANDARDS. VALVES SHALL HAVE A VERTICAL, NON-RISING STEM, AND OPEN CLOCKWISE, OR AS SPECIFIED BY LOCAL MUNICIPALITY HAVING JURISDICTION.

10. FIRE HYDRANTS SHALL CONFORM TO THE MOST CURRENT VERSION OF AWWA C502 STANDARD. ALL HYDRANTS SHALL BE TRAFFIC MODELS WITH BREAKAWAY FLANGES, AND SHALL HAVE THE DRAIN HOLES FACTORY PLUGGED. ALL THE FIRE HYDRANT ASSEMBLIES FROM THE TEE THROUGH THE HYDRANT, SHALL BE RESTRAINED BY A GDCD-WWS APPROVED METHOD. FIRE HYDRANTS SHALL BE PLACED AT PROPERTY CORNERS AND WITHIN THE RIGHT-OF-WAY WHEN POSSIBLE AND SHALL BE PAINTED YELLOW WITH THE CAP COLOR CODED IN ACCORDANCE WITH THE STANDARD DETAILS. FINAL ELEVATIONS AND ADJUSTMENTS TO GRADE, USING EXTENSION PIECES IF REQUIRED, SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE. FIRE HYDRANTS SHALL HAVE A 5 1/4" VALVE OPENING. FIRE HYDRANTS SHALL BE EAST JORDAN 589 250, AMERICAN FLOW CONTROL WATEROUS PACER WB67-250, OR A GDCD-WWS APPROVED ALTERNATE.

11. PRESSURE TAPS TO EXISTING WATERMAIN, AND CONNECTIONS TO EXISTING VALVES, SHALL BE MADE ONLY UNDER GDCD-WWS OR THE LOCAL MUNICIPALITY HAVING JURISDICTION. ALL VALVE OPENING AND CLOSING SHALL BE BY THE OPERATIONAL AUTHORITY. (ONLY A GDCD-WWS APPROVED TAPPING SLEEVE IS ALLOWED FOR ALL PRESSURE TAPS.) A CONCRETE MANHOLE SHALL BE REQUIRED AROUND ALL PRESSURE TAPS. SEE PRESSURE PIPE DETAILS.

12. THE CONTRACTOR SHALL HAVE THE OPTION OF PRESSURE TESTING THE WATERMAIN AGAINST THE EXISTING VALVE AT THE POINT OF BEGINNING OF THE PROJECT OR PLACING A CAP WITHIN 10' OF THE EXISTING VALVE AND STUB. IF TESTING AGAINST THE EXISTING VALVE AND IT LEAKS, THE CONTRACTOR SHALL MAKE REPAIRS AND REPEAT THE PRESSURE TEST AGAINST THE EXISTING VALVE. AT THE CONTRACTOR'S SOLE EXPENSE. IF A CAP HAS BEEN PLACED, THEN THE CONTRACTOR SHALL PERFORM THE SYSTEM TEST, AND IF THE TESTS ARE SATISFACTORY TO GDCD-WWS, THEN THE FINAL CONNECTION SHALL BE MADE.

13. WATERMAIN SHALL BE TESTED IN ACCORDANCE WITH MOST CURRENT VERSION OF AWWA C600 STANDARD, AND CHLORINATED IN ACCORDANCE WITH THE LATEST GENESSEE COUNTY STANDARD SPECIFICATIONS. WATERMAIN SHALL BE TESTED TO 150 PSI AS MEASURED AT THE HIGH POINT IN THE WATER LINE. WATERMAIN CHLORINATION SHALL BE OBSERVED AND MONITORED BY GDCD-WWS OR THE LOCAL MUNICIPALITY HAVING JURISDICTION. CHLORINATION AND TESTING SHALL BE AT THE CONTRACTOR'S SOLE EXPENSE. A LETTER OF APPROVAL FROM THE AGENCY HAVING AUTHORITY SHALL BE ISSUED PRIOR TO THE WATER BEING USED FOR HUMAN CONSUMPTION.

14. WHEN SPECIFIED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SUPPLY ALL WATER SERVICE LEADS. THESE LEADS SHALL BE "K" COPPER AND SHALL BE A MINIMUM OF 3/4" IN DIAMETER. THEY SHALL BE INSTALLED IN ACCORDANCE WITH THE WATERMAIN STANDARD DETAIL. ALL CORPORATIONS SHALL BE BRONZE. ALL APPURTENANCES THAT COME IN CONTACT WITH PORTABLE WATER SHALL BE LEAD FREE ACCORDING TO NSF/ANSI STANDARD 372.

15. THE CONTRACTOR SHALL INSTALL, AS A MINIMUM, 2" CORPORATIONS ON THE PRESSURE PIPE FOR PRESSURE TESTING, CHLORINE ADDITION, AND FOR BLOW-OFF PURPOSES. THE CORPORATIONS SHALL HAVE COPPER PIPE EXTENDING TO THE GROUND SURFACE. THE CONTRACTOR SHALL REMOVE THE CORPORATIONS AND COPPER LINES UPON A SATISFACTORY TEST AND INSTALL BRONZE PLUGS PRIOR TO FINAL ACCEPTANCE.

16. PRIOR TO REQUESTING ANY FINAL PRESSURE TESTING AND GATHERING THE REQUIRED BACTERIA SAMPLES (FOR WATERMAIN ONLY), THE CONTRACTOR SHALL PERFORM THE FOLLOWING ITEMS:  
A. CONDUCT A PRELIMINARY PRESSURE TEST ON THE SYSTEM.  
B. PROVIDE THE RESULTS FROM THE PRELIMINARY TESTS ON THE SYSTEM.  
C. PROVIDE PROPER CAP COLOR ON THE FIRE HYDRANTS (FOR WATERMAIN ONLY).

17. PRIOR TO FINAL APPROVAL, THE FOLLOWING ITEMS SHALL BE COMPLETED BY THE CONTRACTOR:  
A. FURNISH A COMPLETED TWO-YEAR MAINTENANCE & GUARANTEE BOND.  
B. PROVIDE MATERIAL CERTIFICATES.  
C. COMPLETE FINAL ADJUSTMENTS OF FIRE HYDRANTS (FOR WATERMAIN ONLY), VALVES, AND MANHOLES.  
D. PROVIDE RESULTS OF DENSITY CHECKS ON COMPACTED SAND BACKFILL FROM A CERTIFIED TESTING AGENCY.  
E. PROVIDE RECORDED COPIES OF ALL EASEMENTS FOR THE MASTER DEED REFLECTING FINAL PROJECT RECORD DOCUMENT LOCATIONS.

NO.	DATE	DESCRIPTION
1	2020	EIGHTH EDITION

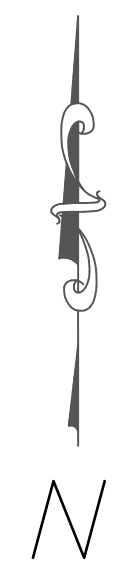
DIVISION OF  
WATER & WASTE SERVICES

# STANDARD CONSTRUCTION NOTES

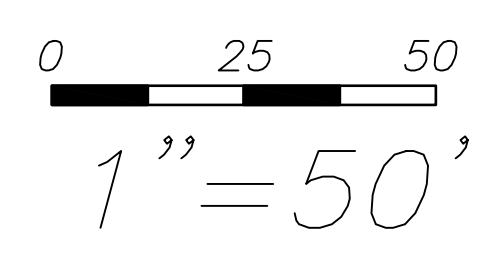
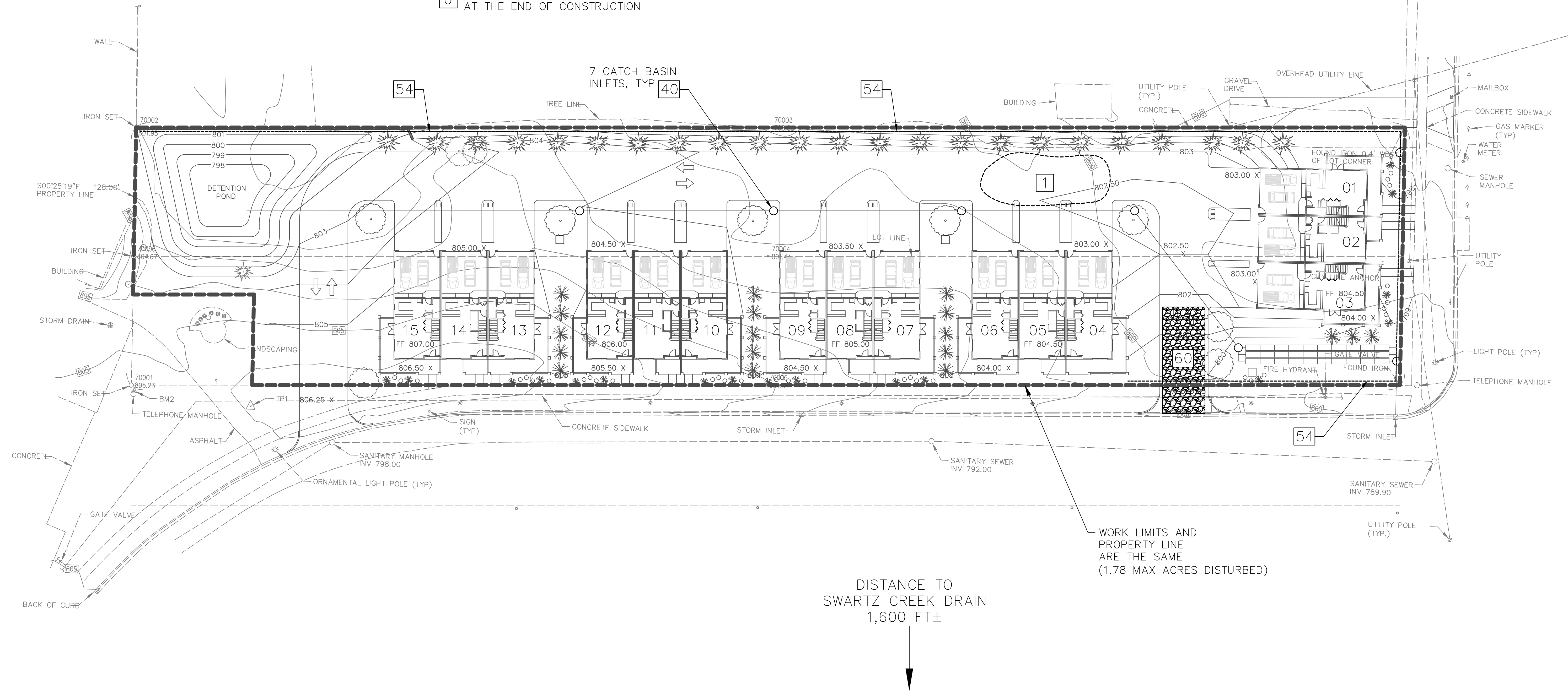
# STANDARD DETAILS

For the Construction of Sanitary Sewers & Watermain in Genessee County





- 1 STRIP AND STOCKPILE TOPSOIL. CONSTRUCTION WILL PROGRESS FROM EAST TO WEST. MOVE STOCKPILE WEST WITH EACH SUCCESSIVE BUILDING.
- 6 SEED AND MULCH ALL GREEN BELT AREAS AT THE END OF CONSTRUCTION



SESC  
PLAN

RBF HOLDINGS LLC		PHONE 810.516.4405	
A "Rather Be Fishing" Company		FAX 810.630.9111	
4140 MORRISH ROAD,		SWARTZ CREEK MI, 48473	
Scale: AS SHOWN	Date: 09-18-19	By: BAJ	Chkd: Sh. 9 of 10
Project: BREWER TOWN HOMES	April 6, 2021		
NOTE: OWNER/ENGINEER ARE SAME ENTITY Job No.: 19-001			



KEY	DETAIL	CHARACTERISTICS
1	Striping & Stockpiling Topsoil	Topsoil may be stockpiled above borrow areas to act as a diversion. Stockpile should be temporarily seeded.
2	Selective Grading & Shaping	Water can be diverted to minimize erosion. Flatter slopes ease erosion problems.
3	Grubbing Omitted	Saves cost of grubbing, provides new sprouts. Retains existing root mat system, reduces wind fall at new forest edge. Discourage equipment entrance.
4	Vegetative Stabilization	May utilize a variety of plant material. Stabilizes soil. Slows runoff velocity. Filters sediment from runoff.
5	Seeding	Inexpensive and very effective. Stabilizes soil, thus minimizing erosion. Permits runoff to infiltrate soil, reducing runoff volume. Should include prepared topsoil bed.
6	Seeding with Mulch and/or Matting	Facilitates establishment of vegetative cover. Effective for drainage ways with low velocity. Slows runoff velocity. Slows runoff velocity. Should include prepared topsoil bed.
7	Hydro-Seeding	Effective on large areas. Much faster application used to provide immediate protection until grass is rooted. Should include prepared topsoil bed.
8	Sodding	Provides immediate protection. Can be used on steep slopes where seed may be difficult to establish. Easy to place, may be repaired if damaged. Should include prepared topsoil bed.
9	Vegetative Buffer Strip	Slows runoff velocity. Filters sediment from runoff. Reduces volume of runoff on slopes.
10	Mulching	Used alone to protect exposed areas for short periods. Protects soil from impact of falling rain. Prevents soil moisture and protects germinating seed from temperature extremes.
11	Roughened Surface	Reduces velocity and increases infiltration rates. Controls sediment. Holds water, seed, and mulch better than smooth surfaces.
12	Compaction	Helps hold soil in place, making exposed areas less vulnerable to erosion.
13	Riprap, Rubble, Gabions	Used where vegetation is not easily established. Effective for high velocities or high concentrations. Permits runoff to infiltrate soil. Dissipates energy flow at system outlets.
14	Aggregate Cover	Stabilizes soil surface, thus minimizing erosion. Permits construction traffic in adverse weather. May be used as part of permanent base construction of paved areas.
15	Paving	Protects areas which cannot otherwise be protected, but increases runoff volume and velocity. Irregular surface will help slow velocity.
16	Curb & Gutter	Keeps high velocity runoff on paved areas from leaving paved surface. Collects and conducts runoff to enclosed drainage system or prepared drainage.
17	Benches	Reduces runoff velocity by reducing effective slope length. Collects sediment. Provides access to slopes for seeding, mulching and maintenance.
18	Diversion Berm	Diverts water from vulnerable areas. Collects and directs water to prepared drainage. May be placed as part of normal construction operation.
19	Diversion Ditch	Collects and diverts water to reduce erosion potential. May be incorporated in permanent project drainage systems.
20	Berm & Ditch	Diverts water to a prepared drainage. May be used as alternate across slope to reduce effective slope length.
21	Filter Berm	Constructed of gravel or stone. Intercepts and diverts runoff to stabilized areas or prepared drainage systems. Slows runoff and collects sediment.
22	Brush Filter	Uses whole and large logs from clearing operations. Can be covered and seeded rather than removed. Eliminates need for burning or removal of material from site.
23	Stone Channel	Least expensive form of drainage. May be used only where gradient is very low and with soils of minimum erosion potential.
24	Grassed Waterway	Much more stable form of drainage than bare channel. Grass tends to slow runoff and filter out sediment. Used where bare channel would be eroded.
25	Slope Ditch (Surface Pipe)	Prevents erosion on slopes when runoff cannot be diverted to edge of slope area. Usually permanent. Can be constructed or extended on grading progress.
26	Slope Drain (Pipe Ditch)	Prevents erosion on slopes when runoff cannot be diverted to edge of slope area. Usually permanent. Can be constructed or extended on grading progress.
27	Slope Drain (Subsurface Pipe)	Prevents erosion on slopes when runoff cannot be diverted to edge of slope area. Usually permanent. Can be constructed on grading progress.
28	Drop Seeding	Slows velocity of flow, reducing erosive capacity.

KEY	DETAIL	CHARACTERISTICS
29	Pipe Drop	Reduces runoff velocity. Removes sediment and turbidity. Can be designed to handle large volumes of flow.
30	Pipe Siphon	Removes sediment and turbidity from runoff. May be part of permanent erosion control plan.
31	Energy Dissipator	Slows runoff velocity to non-erosive level. Permits sediment collection from runoff.
32	Low Head Weir	Converts collected channel or pipe flow back to sheet flow. Avoids channel encroachment and construction off project site. Simple to construct.
33	Sedimentation Trap	May be constructed of a variety of materials. Traps sediment and reduces velocity of flow. Can be cleaned and repaired as needed.
34	Sediment Basin	Traps sediment. Releases runoff at non-erosive rates. Controls runoff at system outlets. Can be visual attention.
35	Storm Sewer	System removes collected runoff from site, particularly from paved areas. Can accept large concentrations of runoff. Conducts runoff to municipal sewer system or stabilized outlet location. Use catch basins to collect sediment.
36	Depth Basin, Drop Inlet	Collects high velocity concentrated runoff. May use filter cloth over inlet.
37	Silt Filter	Inexpensive and easy to construct. Provides immediate protection. Protects areas around fields from erosion.
38	Stone Basin Filter	Inexpensive and easy to construct. Can be located as necessary to collect sediment. May be used in conjunction with snow fence for added stability.
39	Rock Filter	Can utilize material found on site. Easy to construct. Filters sediment from runoff.
40	Head Sediment Trap	Easy to install. Collects sediment. May be cleaned and repaired as needed.
41	Stone and Rock Overlay	May be rock or riprap rubble. Minimizes stream turbidity. Inexpensive. May also serve as ditch check or sediment trap.
42	Temporary Culvert	Eliminates stream turbulence and turbidity. Provides unobstructed passage for fish and other water life. Capacity for normal flow can be provided with storm water. Sealing over roadway.
43	Culvert Sediment Trap	Easy to install at inlet. Keeps culvert clean and free flowing. May be constructed of lumber or logs.
44	Culvert Sediment Trap	Deflects currents away from streambank areas.
45	Temporary Stream Channel Overlay	New channel keeps normal flows away from construction. Requires State permit.
46	Shrub Flaps	Prevents eroded bank areas from stream currents during construction. Minimize disruption when removed.
47	Culmination	Work can be continued during most anticipated stream conditions. One water can be pumped directly back into stream.
48	Construction Dam	Permits work to continue during normal stream stages. Controlled flooding can be accomplished during periods of inactivity.
49	Check Dam	Reduces flow velocity. Catches sediment. Can be constructed of logs, stone, hay rock, lumber, masonry, or sand bags.
50	Weir	Controls sedimentation in large streams. Causes minimal turbidity.
51	Retaining Wall	Reduces gradient where slopes are extremely steep. Permits retention of existing vegetation, keeping soil stable in critical areas. Minimizes maintenance.
52	Seepage Control	Prevents piping and soil slippage on out slopes.
53	Windbreak	Minimizes wind erosion. May be snow fence.
54	Geotextile	Uses geotextile fabric and posts or pilots. Easy to construct and locate as necessary.
60	Grass Mat Filter	Use 60 gravel with filter cloth. Easy to construct. Filters sediment from runoff.

# MICHIGAN UNIFIED KEYING SYSTEM SOIL EROSION SEDIMENTATION CONTROL MEASURES

KEY	SOILS						
	A	B	C	D	E	F	G
1	*				*	*	
2	*				*	*	*
3	*				*	*	*
4	*	*	*	*	*	*	*
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7	*	*	*	*	*	*	*
8	*	*	*	*	*	*	*
9	*	*	*	*	*	*	*
10	*	*	*	*	*	*	*
11	*	*	*	*	*	*	*
12	*	*	*	*	*	*	*
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54	*	*	*	*	*	*	*
60	*	*	*	*	*	*	*

### SOIL EROSION & SEDIMENTATION CONTROL

- Developer/property owner shall submit a detailed erosion control plan and obtain a Soil Erosion & Sedimentation Control Permit prior to any earth changes.
- Construction operations shall be scheduled and performed so that preventative erosion control measures are in place prior to excavation and temporary stabilization measures are in place immediately following backfilling and/or grading operations.
- Borrow and fill disposal areas will be selected and approved at time of plan review.
- Special precautions will be taken in the use of construction equipment to prevent situations that promote erosion.
- Cleanup will be done in a manner to insure that erosion control measures are not disturbed.
- The project will be inspected for soil erosion and sediment control compliance. Deficiencies will be corrected by the developer within 24 hours.
- Temporary erosion control measures shall be completely removed by the developer upon establishment of permanent control measures.

### CONSTRUCTION SEQUENCE

- Excavation and stockpiling of soil.
- Implementation of temporary erosion control measures, selective grading, diversions as required in field, protection of storm sewer facilities.
- Periodic maintenance of affected erosion control measures.
- Permanent measures, final grading, seeding and mulching.

### SEE UNIFIED KEYING SYSTEM FOR EROSION CONTROL KEY NUMBERS

### DNR STREAM CROSSING NOTES

Construction of stream crossing shall be subject to the specifications for protection of natural resources at utility crossing as given in the Administrative Rules of Act 346 (rules 24 through 29).

A siltation barrier shall be constructed immediately downstream of the construction site prior to the commencement of any construction activities. (See Michigan Unified Keying System for specified barrier). The siltation barrier shall be maintained in good working order throughout the duration of the project.

Backfill shall consist of inert materials which will not cause siltation nor contain soluble herbicides or organic matter which is biodegradable. Any fill shall be contained in such a manner so as not to erode into any watercourse.

All raw banks shall be stabilized with riprap to three feet above the ordinary high water watermark, then seeded, fertilized and mulched, or sodded to prevent erosion.

Upon project completion the excess soils shall be removed and disposed of in an approved upland site.

Siltation barrier may be removed upon placement of permanent erosion control measures.

### TEMPORARY SEEDING GUIDE

TYPE OF SEED	APRIL							MAY							JUNE							JULY							AUG							SEPT							OCT																				
	PER/1000 S.F.							PER ACRE							PER/1000 S.F.							PER ACRE							PER/1000 S.F.							PER ACRE							PER/1000 S.F.							PER ACRE													
SPRING CATS / BARLEY OR DOMESTIC RYEGRASS	15							3 bu.							20 - 25 lbs.							15							3 bu.							20 - 25 lbs.							15							3 bu.													
SUDANGRASS	1							2 - 3 bu.							1							30 - 40 lbs.							1							3 bu.							2 - 3 bu.							1							20 - 25 lbs.						
RYE OR PERENNIAL RYE	1							3 bu.							1							30 - 40 lbs.							1							3 bu.							2 - 3 bu.							1							20 - 25 lbs.						
WHEAT	1							3 bu.							1							30 - 40 lbs.							1							3 bu.							2 - 3 bu.							1							20 - 25 lbs.						

\* RATE OF APPLICATION APPLIES TO ALL ZONES

### PERMANENT SEEDING GUIDE (SEE NOTE BELOW)

IRRIGATED AND/OR MULCHED WITHOUT IRRIGATION OR MULCH	APRIL							MAY							JUNE							JULY							AUG							SEPT							OCT																											
	ZONE 1							ZONE 2							ZONE 3							ZONE 1							ZONE 2							ZONE 3							ZONE 1							ZONE 2							ZONE 3													
IRRIGATED AND/OR MULCHED WITHOUT IRRIGATION OR MULCH	1							2							3							4							5							6							7							8							9							10						
IRRIGATED AND/OR MULCHED WITHOUT IRRIGATION OR MULCH	1							2							3							4							5							6							7							8							9							10						
IRRIGATED AND/OR MULCHED WITHOUT IRRIGATION OR MULCH	1							2							3							4							5							6							7							8							9							10						

### PERMANENT SEEDING NOTE

SEE SPECIAL PROVISION FOR LAWN GRADING AND RESTORATION FOR PERMANENT SEEDING SPECIFICATIONS.

### TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT

#### Construction Specifications

The aggregate size for construction of the pad shall be 2 to 3 inch stone. Place the gravel to the specific grade and dimensions shown on the plans, and smooth it. The thickness of the pad shall not be less than 6 inches. Use geotextile fabrics, if necessary, to improve stability of the foundation in locations subject to seepage or high water table.

The width of the pad shall not be less than the full width of all points of ingress or egress and in any case shall not be less than 20 feet wide.

The length of the pad shall be as required, but not less than 100 feet.

Locate construction entrances and exits to limit sediment leaving the site and to provide for maximum utility by all construction vehicles. Avoid entrances which have steep grades and entrances at curves in public roads.

The entrance shall be maintained in a condition that will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand, and repair and/or cleanout of any measures used to trap sediment.

All sediment spilled, dropped, washed or tracked onto public rights-of-way shall be removed immediately. Provide drainage to carry water to a sediment trap or other suitable outlet.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin.

All sediment shall be prevented from entering any storm drain, ditch or watercourse through use of sand bags, gravel, straw bales, or other approved methods.

#### Maintenance

Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site.

Replace gravel material when surface voids are visible.

After each rainfall, inspect any structure used to trap sediment and clean it out as necessary.

Immediately remove all objectionable materials spilled, washed, or tracked onto public roadways. Remove all sediment deposited on paved roadways within 24 hours.

### ENERGY DISSIPATER

#### Construction Specifications

Ensure that the sub grade for the filter and riprap follows the required lines and grades shown in the plan. Compact any fill required in the sub grade to the density of the surrounding undisturbed material. Low areas in the sub grade on undisturbed soil may also be filled by increasing the riprap thickness.

The riprap and gravel filter must conform to the specified grading limits shown on the plans.

Filter cloth, when used, must meet design requirements and be properly protected from punching or tearing during installation. Repair any damaged fabric by removing the riprap and placing another piece of filter cloth over the damaged area. All connecting joints should overlap a minimum of 1 foot.

Riprap may be placed by equipment, but take care to avoid damaging the filter.

The minimum thickness of the riprap should be 1.5 times the maximum stone diameter.

Riprap may be field stone or rough quarry stone. It should be hard, angular, highly water-resistant and well graded.

Construct the apron on zero grade with no overfall at the end. Make the top of the riprap at the downstream end level with the receiving area or slightly below it.

Ensure that the apron is properly aligned with the receiving stream and preferably straight throughout its length. If a curve is needed to fit site conditions, place it in the upper section of the apron.

Immediately after construction, stabilize all disturbed areas with vegetation.

Outlet must be stable.

#### Maintenance

Inspect riprap outlet structures after heavy rains to see if any erosion around or below the riprap has taken place or if stones have been dislodged. Immediately make all needed repairs to prevent further damage.

### SOIL EROSION / SEDIMENTATION CONTROL CONSTRUCTION AND MAINTENANCE SCHEDULE

CONSTRUCTION SEQUENCE	2020											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY SEED MEASURES												
STRIP AND STOCKPILE												
ROUGH GRADING												
UNDERGROUND UTILITIES												
PARKING LOT & DRIVEWAY INSTALLATION												
BUILDING CONSTRUCTION												
PERMANENT SEED MEASURES												
FINAL GRADE												
LANDSCAPING												
MAINTENANCE SEQUENCE	2020											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
STREET SWEEPING												
SILT FENCE												
MAINTAIN BUFFER STRIPS	N/A											
INLET STRUCTURES												
SEEDING AND MULCH												
SEDIMENT BASINS	N/A											
RIP-RAP												
REMOVE TEMPORARY MEASURES												

### ADAPTED SEEDING MIXTURES FOR VARIOUS SOIL CONDITIONS AND LAND USES

SITE CONDITION	TO BE MOWED				NO REGULAR MOWING			
	LAWNS, GOLF FAIRWAYS, ETC.	ROUGH PLAY AREA	WILDLIFE AREA	DITCHBANKS AND STEEP AREAS	WATERWAYS AND POND AREAS			
WELL-DRAINED SANDS AND LOAMY SANDS	SUNNY 1* SHADE 2*	4	6	7	8			
WELL-DRAINED MODERATELY COURSE TO MEDIUM TEXTURED SOIL SANDY LOAM, LOAMS & SILT-LOAM	SUNNY 1* SHADE 2*	1 OR 5	9, 11 OR 12	13 OR 14	16 OR 19			
WELL-DRAINED CLAYEY SOILS	SUNNY 1* SHADE 2*	1 OR 5	9, 10 OR 12	13 OR 14	16, 17 OR 19			
POORLY-DRAINED SOILS WITHOUT ARTIFICIAL DRAINAGE	3	3 OR 5	10 OR 15	13	17, 18 OR 19			

\* IRRIGATION WILL BE NEEDED WITH ARTIFICIAL DRAINAGE USE WELL DRAINED GROUP SITE CONDITION ABOVE.

### TABLE A SEEDING MIXTURES\* - POUNDS PER ACRE AND POUNDS PER 1000 SQ. FT. (IN DECIMALS)

SPECIES	CONVERSION TABLE										
	1	2	3	4	5	6	7	8	9	10	11
CREeping RED FESCUE	20	30	10	20	15	15	10	10	15	15	10
DOMESTIC RYEGRASS	A	A	A	2	5	5	2	5	5	10	2
KENTUCKY BLUEGRASS	20	10	15	2	5	5	2	5	5	10	2
REEDTOP											
REED CANARYGRASS											
ROUGHSTALL-BLUEGRASS	5										
SEASIDE BENTGRASS	3	3									
SMOOTH BROMEGRASS	25	10	3	3	20	10	15	10	10	0.25	0.15
TALL FESCUE	25	10	3	3	20	10	15	10	10	0.25	0.15
TIMOTHY											
ALFALFA	8	6									
ALSICE COVER											
BIRDSFOOT TREFLOIL											
CROWNVEICH											
LADINO CLOVER											
RED CLOVER											
SWEET CLOVER											

A: FIVE POUND OR RYEGRASS MAY BE ADDED TO THIS MIXTURE ON ERODIBLE SITE FOR INSTANT COVER  
 B: USE ONLY WHERE pH IS 6.5 OR H



MASTER DEED  
BREWER TOWN HOMES

This Master Deed is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2019, by RBF Holding, LLC, a Michigan limited liability company, hereinafter referred to as the “Developer,” the post office address of which is 4140 Morrish Road, Swartz Creek, MI 48473, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Brewer Town Homes Condominium as a Condominium Project under the Act and does declare that Brewer Town Homes Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I  
TITLE AND NATURE

The Condominium Project shall be known as Brewer Town Homes Condominium, Genesee County Condominium Subdivision Plan. No. \_\_\_\_\_. The condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-Owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, TOWN 7-NORTH, RANGE 5-EAST, CITY OF SWARTZ CREEK, COUNTY OF GENESEE, STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS: LOT 2 AND LOT 3 OF "SUPERVISOR'S PLAT OF SWARTZ CREEK" AS RECORDED IN GENESEE COUNTY RECORDS EXCEPT THE SOUTH 45 FEET OF THE WEST 60 FEET OF SAID LOT 2.

ALSO DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 35, T-7N, R-5E, MICHIGAN; THENCE S89°34'41"W, 50.00 FEET TO THE WEST LINE OF MORRISH ROAD (50' WIDE); THENCE ALONG SAID WEST LINE S00°25'19"E, 1700.5 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID WEST LINE S00°25'19"E, 128.00 FEET TO THE NORTH LINE OF FORTINO DRIVE; THENCE ALONG SAID NORTH LINE S88°28'12"W, 570.00 FEET; THENCE N00°25'19"W, 45.00 FEET; THENCE S88°28'12"W, 60.00 FEET; THENCE N00°25'19"W, 83.00 FEET; THENCE N88°28'12"E, 630.00 FEET TO SAID POINT OF BEGINNING.

Together with and subject to all easements and restrictions of record and all governmental limitations.

### ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation of Brewer Town Homes Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements or other instruments affecting the establishment of, or transfer of interests in Brewer Town Homes as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1. Act. "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended, including without limitation, the amendments of Act 538 of the Public Acts of 1982 and Act 113 of 1983. If any provision of this Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

Section 3.2. Association. "Association" or "Association of Co-Owners" shall mean the Michigan nonprofit corporation, Brewer Town Homes Condominium Association, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights or obligations of the Co-Owners and required by Section 3 (8) of the Act to be recorded as part of the Master Deed. The bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.



Section 3.5. Condominium, Condominium Project or Project. “Condominium,” “Condominium Project” or “Project” each mean Brewer Town Homes Condominium as a Condominium Project established in conformity with the Act.

Section 3.6. Condominium Documents. “Condominium Documents” means and Includes this Master Deed and Exhibit A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.7. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brewer Town Homes Condominium as described above.

Section 3.8. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit B hereto.

Section 3.9. Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed which shall describe Brewer Town Homes as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article III hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Genesee County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 3.10. Co-Owner or Owner. “Co-Owner” means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof capable of owning real property who or which owns one or more Units in the Condominium Project, and shall include land contract vendors and land contract vendees, who shall be jointly and severally liable except as the Condominium Documents provide otherwise. The term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.”

Section 3.11. Developer. “Developer” shall mean RBF Holdings LLC, a Michigan Limited Liability company, which has made and executed this Master Deed, and its successors and assigns.

Section 3.12 Development and Sales Period. “Development and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue for so long as the Developer continues to own any Unit in the project, has a right to expand the Project as set forth in Article VII below, whichever is longer.

Section 3.13. First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sold discretion after fifty percent (50%) of the Units which may be created are conveyed, or (b) mandatorily within (i) fifty-four(54) months after the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are conveyed, whichever first occurs.

Section 3.14. Transitional Control Date. “Transitional Control Date” means the date on which a 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.

Section 3.15 Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Brewer Town Homes Condominium, as such space may be described in Article VI, Section 6.1 hereof and Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities or maintenance, decoration, repair, or replacement thereof, are as follows:

Section 4.1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof, as may be hereafter amended, including all landscaping, walls, fences, entrance signs, gazebos and other features, roads, sidewalks and common parking spaces thereon, not identified as limited common elements on Exhibit "B."
- (b) Electrical. The electrical transmission system throughout the Project, up to the point of connection with, but not including, the electric meter serving each Unit.
- (c) Telephone. The telephone system throughout the Project up to the point of connection with each Unit.
- (d) Gas. The gas distribution system throughout the Project, up to the point of connection with, but not including, the gas meter serving each Unit.
- (e) Sprinkler System. The sprinkler system throughout the Project, and the well and related equipment that service it, if and when installed.
- (f) Sanitary Sewer. The sanitary sewer system throughout the Project, up to the point of entry into each Unit.
- (g) Storm Drainage. The storm drainage system throughout the Project including, without limitation, all pump stations for storm water detention facilities, detention ponds and related equipment, if any.
- (h) Telecommunications. The telecommunication system throughout the Project, up to, but not including, connections to provide service to individual Units.
- (i) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (j) Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), walls between garages and living areas of each Unit, roofs and roof joists, upper level ceilings, basement floors, floor construction between Unit levels and chimneys.
- (k) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner or Owners of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements Are:

- (a) Patios and Porches. Each Individual patio and porch, if any, in the Project shall be a Limited Common Element appurtenant to the Unit that opens onto such porch or patio.
- (b) Balconies, Decks. Each individual balcony and desk, if any, in the Project shall be a Limited Common Element appurtenant to the Unit which opens onto such deck.
- (c) Air Conditioning Compressors. Each air conditioning compressor and its related pad, located outside a Unit shall be a Limited Common Element appurtenant to the Unit served by it.
- (d) Driveways, Sidewalks. The driveways and sidewalks, if any, serving each Unit shall be Limited Common Elements appurtenant to the Unit so served.
- (e) Windows and Doors. The windows and doors, including storm doors and garage doors, serving each Unit and all knobs, latches, locks and other related hardware, shall be Limited Common Elements appurtenant to the Unit so served.
- (f) Wells. The individual wells and related water lines, pumps and equipment serving each Unit shall be Limited Common Elements Appurtenant to the Unit so served.

Section 4.3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- (a) Patios, Porches, Balconies and Decks. The cost of maintenance, repair and replacement of each patio, porch, balcony and deck described in Section 4.2(a) and (b) above shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant. Provided, however, that any proposed repair (other than routine maintenance and repair), alteration or modification of any patio or deck shall be reviewed and, if aesthetically and structurally appropriate be approved by the Association and, during the Development and Sales Period, by the Developer, prior to its being undertaken by the responsible Co-Owner.
- (b) Air Conditioning Compressors. The cost of maintenance, repair, and replacement of each individual air conditioning compressor described in Section 4.2(c) above shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant.
- (c) Wells. The cost of maintenance, repair and replacement of each individual well and related water lines, pumps and equipment described in Section 4.2(f) above, shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant, if any.
- (d) Interior Surfaces. The cost of decoration and maintenance (but not repair or replacement except in cases of Co-Owner Fault) of all interior surfaces of General Common Element walls, floors and ceilings enclosing a Unit shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant.

- (e) Windows and Doors. The cost of maintenance, repair of windows and doors, including storm doors and garage doors, and related hardware described in Section 4.2(e) above, shall be borne by the Co-Owner of the Unit which such Limited Common Elements are appurtenant.
- (f) Limited Common Element Sidewalks and Driveways. The Co-Owner of each Unit shall be responsible for the cleaning of the sidewalks and driveways which are limited common elements appurtenant to that Co-Owner's Unit and for the shoveling or clearing of snow from the limited common element sidewalks. It is expressly understood that no icemelter shall contain calcium chloride. The Association shall be responsible for clearing of snow from all driveways and all other sidewalks.
- (g) Other. The costs of maintenance, repair or replacement of all General and Limited Common Elements other than as described above, including without limitation the plowing and clearing of snow from all streets and parking areas within the Condominium, all exterior painting and staining and maintenance of all drainage and detention ponds and wetland areas, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary; provided that the Co-Owner of each Unit shall be responsible for the cost of repairing any damage to limited common elements appurtenant to that Co-Owner's unit which is not the result of ordinary wear and tear which is not covered by insurance required to be maintained by the Association.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article XI hereof or elsewhere in the Condominium Documents.

No Co-Owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit or the Common Elements.

#### ARTICLE V

#### USE OF PROJECT

Section 5.1. Use of Units and Common Elements. No Co-Owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in enjoyment of his or her unit or the Common Elements.

#### ARTICLE VI

#### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 6.1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brewer Town Homes Condominium as prepared by RBF Construction Inc. The architectural plans and specifications are on file with the City of Swartz Creek. Each Unit shall consist of: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the unfinished subfloor, all as shown on the floor plans and sections in Exhibit B hereto all delineated with heavy outlines.

Section 6.2. Percentages of Value. The percentage of value assigned to each Unit is equal. The determination that the percentage of value should be equal was made after reviewing the comparative characteristics of the Units and concluding that there are not material differences among the units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-Owner in the proceeds and expenses of administration and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total value of the Project is 100%.

Section 6.3. Modification of Units. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not materially and unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute to amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimately consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing.

## ARTICLE VII

### EXPANSION OF CONDOMINIUM

Section 7.1. Area of Possible Future Development. The Condominium Project established pursuant to the initial Master Deed of Brewer Town Homes Condominium and consisting of (15) Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of ( 45) Units. Additional Units, if any, will be added by expanding the Condominium Project to include any additional land now owned or hereafter acquired by Developer and located within one mile of the existing Condominium which may include, without limitation, any portion or portions, or all, of the following described land: The Westerly 240ft of lots 4-13, supervisors plat of Swartz Creek, Genesee County, Michigan.

Section 7.2. Increase of Number of Units. Any other provisions of the Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than (6 years) from the date of recording this Master Deed, be increased by the addition to the Condominium of any portion of the area of future development and the establishment of Units and/or other amenities or improvements thereon. The foregoing notwithstanding, the time within which the Developer must construct any or all of the buildings, Units or other improvements to be constructed within the Area of Future Development, shall be limited as provided in Section 9.6 below. The locations, nature, appearance, design (interior and exterior) and structural components of the buildings, Units and other improvements to be constructed within the areas of future development shall be determined by the Developer in its sole discretion subject only to applicable approval as may be required by public authority or authorities.

Section 7.3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add the Condominium Project all or any portion of the Area of Future Development described in this Article VII, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

Section 8.1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to construct 15 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units, but in no event less than two Units, and to withdraw from the Project any portion of the land described in Article II (hereinafter referred to as "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, at the option of the Developer, at any time and from time to time, within a period ending (6 years) after the date of recording this Master Deed or at such later date as may be permitted pursuant to Section 9.6 below, the number of Units in this Condominium Project may be reduced and the land area of the Condominium Project contracted to any number determined by the Developer in its sole judgment.

Section 8.2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land, including without limitation any land added to the condominium pursuant to Article VII above, as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to (6 years) from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

## ARTICLE IX

### OPERATIVE PROVISIONS

Any expansion or contracting of the project pursuant to Article VII and VIII above or conversion of any portions of the project pursuant to Article XIII below shall be governed by the provisions as set forth below.

Section 9.1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of

100% of the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 9.2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the driveways, roadways and sidewalks located in the Project.

Section 9.3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole discretion.

Section 9.4. Consolidating Master Deed. A consolidating Master Deed shall be recorded pursuant to the Act within one year after the date when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 9.5. Consent of Interested Persons. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VII and VIII above and Article XIV below and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 9.6. Completion of Construction, Withdrawal of Land. Developer shall have until the later of (a) then (10 year) from the date of commencement of construction of the project by the Developer, or (b) six (6 years) after the last date on which the Developer has exercised a right of expansion, contraction or conversion pursuant to Articles VII, VIII, and XIII to complete the development and construction of Units in the Condominium. If the Developer has not completed the development and construction of the entire Condominium within that time period, Developer and its successors and assigns shall have the right at any time prior to the expiration of that time period and without regard to the limits contained in Article VIII, as provided in Section 67(3) of the Act, to withdraw from Project all undeveloped portions of the Project without the prior consent of any Co-Owners, mortgagees of Units in the Project, or any other party having an interest in the Project. Such withdrawal shall be effected by an amendment to this Master Deed as provided in this Article IX. The undeveloped portions of the Project so withdrawn shall be automatically granted easements for utilities, for ingress and egress and for other purposes as provided in Article X below through the Condominium Project for the benefit of the withdrawn land, which easements shall automatically arise without the necessity of executing or recording any

separate easement instruments. If the undeveloped land is not withdrawn prior to expiration of the foregoing time period, such land shall remain part of the Condominium Project as general common elements and Developer's right to construct Units on that land shall cease. In that event, if it becomes necessary to adjust percentages of value of existing Units as a result of fewer Units having been constructed, and if the Developer has not recorded an appropriate amendment to this Master Deed Adjusting the percentages, the Association shall have the right to do so, following the formula established in Article V above, or any Co-Owner or the Association may bring an action in the circuit court for the county in which the Project is located to obtain a court order or judgment revising the percentages of value pursuant to Section 96 of the Act.

## ARTICLE X

### EASEMENTS, DEDICATION OF ROADS

Section 10.1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a common element. One of the purposes of this Section is to clarify the right of the Co-Owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

#### Section 10.2. Easements Retained by Developer

- (a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land in the Area of Future Development which may be added to the Project as described in Article VII, or any portion or portions thereof, whether the same is added to the Condominium or not, and/or any land that may be withdrawn from the Condominium pursuant to Article VII, or Section 9.6 above, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development, construction and expansion (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII or any withdrawn land. In order to achieve the purposes of this Article and of Articles VII and VIII of this Master Deed, Developer shall have the right, without charge to the Developer other than the cost of the work to be performed, or as otherwise expressly provided herein, to alter any General Common Element areas existing between said road and any portion of the land described in Article VII or any withdrawn land by instillation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as the Developer may elect from time to time. Developer shall also have the right, in furtherance of its expansion, construction, development and sales activities on the Condominium or in the area of future development, to go over and across, any portion of the General Common Elements from time to time as Developer may deem



necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its expansion, construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses or maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by the Owners of this Condominium and, if not added to this Condominium, the Owners of any developed portions of the land described in Article VII or any withdrawn land for which the closest means of access to a public road is over such road or roads. The Co-Owners in this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VII or any withdrawn land for which the closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easement of access reserved hereby, if Developer deems it necessary or desirable to do so, but such easements shall arise and exist whether or not any such instrument is executed or recorded.

- (b) Granting Utility Rights to Agencies. The Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 10.3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer during the Development and Sales period. No easements created under the Condominium Documents may be materially modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby. The foregoing shall not be deemed to require approval of all Unit owners to the modification of easements that benefit the Project generally.

Section 10.4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units within the land described in Articles II and VII hereof and any withdrawn land, and also to fulfill any responsibilities or

maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-Owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenance or any of its Limited Common Elements, all at the expense of the Co-Owner of the unit. Provided that, with respect to the Unit, the Association's rights under this Section 10.4 shall be limited to such maintenance, repairs and replacements as shall be necessary for the maintenance and preservation of the Common Elements and assets of the Condominium. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-Owner, shall be assessed against such Co-Owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 10.5. Right to Dedicate. The Developer reserves the right at any time during the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Brewer Town Homes Condominium, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Genesee County Records and, if required by the government agency responsible for the repairs and maintenance of such roadways, by deed or other appropriate instrument. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication and hereby appoint the Developer as their respective attorney-in-fact to execute any and all such deeds, which power of attorney shall be irrevocable and coupled with an interest.

Section 10.6. Telecommunications Agreements. The Developer or the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract agreement, including wiring agreements, right-of-way agreements, access agreements and multiunit agreements and, to the extent allowed by law, contract for sharing of any installation of periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video-text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no

event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 10.7. Emergency Vehicle Access Easement. There shall exist for the benefit of the City of Swartz Creek, the County of Genesee or any emergency service agency, an easement over all roads in the Condominium Project for use by the City, County, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

Section 10.8. Existing Easements The Condominium Premises are subject to certain existing easements.

## ARTICLE XI

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of not less than sixty-six and two-thirds percent (66-2/3%) of the Co-Owners entitled to vote as of the record date of such vote, except as hereinafter set forth:

Section 11.1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-Owner and mortgagee of such Unit nor may be nature or extent of the Limited Common Elements nor the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-Owner and mortgagee of the Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 11.2. Mortgagee Consent.

- (a) When Consent Required. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally and subject to the limitations of subsection 11.2(b)(8) below, such amendments shall require the approval of not less than sixty-six and two-thirds percent (66-2/3%) of all mortgagees of record as of the date on which the proposed amendment is approved by vote of the requisite majority of Co-Owners. An amendment shall not be deemed to materially alter or change the rights of a mortgagee if, by way of illustration but not limitation, it is of the type described in Section 11.3 below, or if, in the written opinion of an appropriately licensed real estate appraiser, the amendment does not detrimentally change the value of any Unit affected by the amendment. A mortgagee shall not be required to appear at a meeting of the Association to register its vote concerning any material amendment to the Master Deed and the approval of mortgagees shall be

solicited by written ballots. If a mortgagee fails to return a ballot within ninety (90) days of mailing to the mortgagee the ballot shall be counted as approving the amendment,

(b) Procedure for Obtaining Mortgagee Consent. Whenever an amendment to this Master Deed requires, or appears to require, the approval of mortgagees, such approval shall be solicited in accordance with, and subject to the limitations of, the following procedure:

- (1) The date on which the proposed amendment is approved by the requisite majority of Co-Owners is considered the "Control Date."
- (2) Only those mortgages who hold a duly recorded first mortgage or a duly recorded assignment of a mortgage against one or more Condominium Units in the Condominium Project on the Control Date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Condominium Unit in the project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.
- (3) The Association of Co-Owners shall give a notice to each mortgagee entitled to vote containing all of the following:
  - i. A copy of the amendment or amendments as passed by the Co-Owners
  - ii. A statement of the date that the Amendment was approved by the requisite majority of Co-Owners
  - iii. An envelope addressed to the entity authorized by the board of directors for tabulating mortgagee votes.
  - iv. A statement containing language in substantially the form described in subsection 11.2(b)(4) below.
  - v. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer or other authorized representative of the mortgagee.
  - vi. A statement of the number of Condominium Units subject to the mortgage or mortgages of the mortgagee.
  - vii. The date by which the mortgagee must return its ballot.
- (4) The notice provided pursuant to subsection 11.2(b)(3) above shall contain a statement in substantially the following form:

A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in the Old Mill Farm Condominium. The Co-Owners of the Condominium adopted the attached amendment to the Condominium documents on (insert Control Date). Pursuant to the terms of the Condominium documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.

The Amendment will be considered approved by mortgagees if it is approved by 66-23% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days from (the Control Date). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.

- (5) The Association shall mail the notice required by subsection (3) to each mortgagee at the address provided in the mortgage or assignment, or in a request for notices, by certified mail, return receipt requested, postmarked within 30 days after the Control Date.
- (6) The amendment is considered to be approved by the mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are deemed to have approved the amendment in accordance with subsection 11.2(a) above, by the entity authorized by the board of directors to tabulate mortgagee votes not later than 100 days after the Control Date. In determining the 100 days, the Control Date itself shall not be counted but the 100<sup>th</sup> day shall be included unless the 100<sup>th</sup> day is a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail.
- (7) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by the mortgagees for a period of 2 years after the Control Date.
- (8) Notwithstanding any other provision of this Master Deed to the contrary, mortgagees are entitled to vote on amendments to the Condominium documents only under the following circumstances:
  - i. Termination of the Condominium Project.
  - ii. A Change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.
  - iii. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant limited common elements, or the general common elements from the Association to the Co-Owner of the Condominium Unit subject to the mortgagee's mortgage.
  - iv. Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Condominium Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Co-Owner of the Condominium Unit subject to the mortgagee's mortgage.
  - v. The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.

- vi. The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.

Section 11.3. By the Developer. Pursuant to section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to unilaterally amend this Master Deed and the other Condominium Documents without approval of any Co-Owner or mortgagee for the purpose of exercising any right or power reserved to Developer in this Master Deed, correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner or mortgagee, in which event the affected Co-Owner's and mortgagee's consent shall be required as provided above. Such permitted unilateral amendments shall include, without limitation amendments to modify the types and sizes of unsold Condominium Units and/or appurtenant Limited Common Elements; amendments to facilitate conventional mortgage loan financing for existing or prospective Co-Owners; amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Association, or any other agency of the federal government or the State of Michigan; and amendments required by The City of Swartz Creek, the County of Genesee or other appropriate governmental authority in connection with the dedication of the roads in the Project.

Section 11.4. Change in Percentage of Value. The value of the vote of any Co-Owner and the corresponding portion of common expenses assessed against such Co-Owner shall not be modified without the written consent of the Developer (so long as Developer owns any Unit in the Condominium or the Areas of Future Development or retains the right to expand the Condominium or any other right granted or reserved to Developer in this Master Deed or the Bylaws),

Section 11.5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (so long as Developer owns any unit in the Condominium or the Areas of Future Development or retains the right to expand the Condominium or any other right granted or reserved to Developer in this Master Deed or the Bylaws), eighty percent (80%) of non-developer Co-Owners and eighty percent (80%) of first mortgagees; provided, if there are no non-developer Co-Owners, Developer shall have the right to terminate the Condominium unilaterally with the consent of the holder of any mortgage on the Project.

Section 11.6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 11.7. Amendment Procedure. The procedure for amending the Master Deed shall be the same as set forth in Article XVIII of the Bylaws.

## ARTICLE XII

### ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by him to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

ARTICLE XIII

CONVERTIBLE AREAS

Section 13.1. Designation. Certain areas within the Project are hereby designated as Convertible Areas within which Units may be constructed or expanded and Limited Common Elements may be constructed and/or relocated. Any portion of such convertible area not so converted within the time provided in this Article shall thereupon cease to be convertible and shall revert to limited common elements.

Section 13.2. Conversion Rights of Developer. The Developer reserves the right, from time to time, within a period ending no later than the earlier of the date on which the last of the Units which may be created within the Condominium has been conveyed to a non-Developer Co-Owner or (6 years) from the date of recording this Master Deed, to expand any Unit into a designated Convertible Area; provided, that nothing herein contained shall obligate the Developer to expand any Unit or Limited Common Element whatsoever.

Section 13.3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created within the Convertible Areas.

ARTICLE XIV

SALES FACILITIES

The Developer may maintain offices, model units and similar sales facilities in the Condominium. Developer shall pay all costs related to the use of such facilities while owned by Developer and restore the facilities to habitable status upon termination of use.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

RBF Holdings, LLC., a Michigan limited liability company

BY: \_\_\_\_\_

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_, member of RBF Holdings LLC, a Michigan limited liability company, on behalf of the company.

Drafted by and when recorded return to:

RBF Holdings LLC

4140 Morrish Road

Swartz Creek, MI 48473

(810) 630-9111

EXHIBIT A  
TO MASTER DEED  
BREWER TOWN HOMES CONDOMINIUM

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Brewer Town Homes Condominium, a residential Condominium Project located in the City of Swartz Creek, Genesee County, Michigan, shall be administered by an Association of Co-Owners which shall be a non-profit 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 Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II



## ASSESSMENTS

All expenses arising from the management, administration and operation of the Condominium and the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof in accordance with the following provisions:

Section 2.1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget: Regular Assessments. 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 which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, shall be established in the budget and must be funded by regular payments as set forth in Section 2.2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. SINCE THE MINIMUM STANDARD RRQUIRED BY THIS SUBPARAGRAPH MAY PROVE TO BE INADEQUATE FOR THIS PARTICULAR PROJECT, THE ASSOCIATION OF CO-OWNERS SHOULD CAREFULLY ANALYZE THE CONDOMINIUM PROJECT TO DETERMINE IF A GREATER AMOUNT SHOULD BE SET ASIDE, OR IF ADDITIONAL RESERVE FUNDS SHOULD BE ESTABLISHED FOR OTHER PURPOSES FROM TIME TO TIME. 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 said year shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors, at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium; (b) to provide replacements of existing Common Elements; (c) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project; or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provision of Section 2.4 hereof. The discretionary authority of the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other

requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; (3) assessments to purchase a Unit for use as a resident manager's Unit; or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable to any creditors of the Association or of the members thereof.

(c)Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Section 6.2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Section 2.2(a) above shall be payable by Co-Owners in twelve (12) equal monthly installments, or such other periodic basis as the Board of Directors may determine, commencing with acceptance of a deed to or in a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Special assessments as determined in accordance with Section 2.2(b) above shall be payable by Co-Owners in one installment within thirty (30) days after the date of the Association's statement for the same, or on such other basis as the Board shall determine.

(d)Limitation on Assessments for Litigation. The Board of Directors shall not have authority under this Section 2.2(d), or any other provisions of these Bylaws or the Master Deed, to levy any assessments, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than sixty-three and two-thirds percent (66-2/3%) of all Co-Owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Section 2.7 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding or otherwise.

Section 2.3. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the completed Units that it owns, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all completed Units owned by the Developer at the time the expense is incurred to the total number of completed Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to completed Units owned by him and occupied by a tenant. For instance, the only expenses presently contemplated that the Developer might be expected to pay are developer's pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the

Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit or to finance any litigation or other claims against the Developer, any cost of investigation and preparing such litigation or claim or any similar or related costs, nor any litigation costs assessed pursuant to Article XXII of the Bylaws unless the Developer has voted in favor or pursuing such litigation. A "completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the City of Swartz Creek.

Section 2.4. Penalties for Default. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Section 7.4 and Article VIII hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-Owner is the owner thereof through and including the period of redemption following foreclosure of the Association's lien pursuant to Section 2.7 below. Land contract vendors and vendees shall be jointly liable as Co-Owners for all assessments levied during the term of the land contract, except that a land contract purchaser from a Developer shall be solely personally liable and the Developer as land contract vendor shall not be personally liable for any such assessments levied up to and including the date upon which the Developer as land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.5. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner, including without limitation interest on late payments, collection fees, late charges, advances made by the Association to pay taxes or to discharge other liens to protect the priority of the Association's lien, cost and attorneys fees incurred in connection with judicial enforcement proceedings and awarded by the court, and fines levied pursuant to Article VIII of the Bylaws, shall be deemed to be assessments secured by the lien for purposes of this Section and Section 108 of the Act.

Section 2.6. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself or herself from liability for Co-Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of Co-Owner's Unit.

Section 2.7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, 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. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the

furnishing of any utilities or other services to a Co-Owner in default upon (7) days written notice to such Co-Owner of its intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress and egress to and from his or her Unit. In a judicial foreclosure auction, a receiver may be appointed to take possession of the Unit, if not occupied by the Co-Owner, and to rent the Unit and/or to collect a reasonable rental for the Unit from any persons, other than the Co-Owner of the Unit, renting the Unit. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions Section 7.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b)Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to the foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period following a foreclosure sale, whether by advertisement or pursuant to judicial foreclosure, shall be six months in all cases, except if the Unit foreclosed upon is abandoned, in which case the redemption period shall be one month. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the assessments is or 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 of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this subparagraph and that he or she 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. The Association shall be entitled to bid on and purchase the Unit at any such foreclosure sale, which bid shall be a credit bid up to the amount of the lien against the Unit, including principal, interest and all other costs and expenses chargeable by the Association in the event of a foreclosure.

(c)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 his, her or their last known address, a written notice that one or more installments of the annual assessment 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 date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, cost, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. The notice may also state the amount of interest, costs, attorneys' fees and other charges as of the date of the notice which are also secured by the lien; provided that the failure to include such additional amounts in the notice shall not prejudice the right of the Association to recover such amounts, and such amounts shall remain secured by the lien as provided in Section 2.5 above. Such affidavit shall be recorded in the office of Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need to have been recorded as of the date of mailing. If the delinquency is not cured within

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the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the even the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-Owner and shall inform Co-Owner that he or she may request a judicial hearing by bringing suit against the Association.

(d)Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in any assessments, foreclose on a lien or otherwise enforce the provisions of the Master Deed or these Bylaws, the court shall award to the prevailing party the costs, expenses and reasonable attorneys' fees, as determined by the court, incurred in connection with those proceedings.

Section 2.8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, and all interest, late charges, fines, costs, and attorneys' fees for which the selling Co-Owner is liable. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, and attorney fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein with respect to the purchaser and the purchaser's mortgagee only. Upon the payment of the sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, late charges, fines, costs, and attorneys fees and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.
- (b) Payments due under a first mortgage having priority thereto.

Section 2.9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (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) which have priority over a first mortgage pursuant to Section 108 of the Act.

Section 2.10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11. Personal Property Tax Assessment of Association Property. 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 thereon shall be treated as expenses of administration.

Section 2.12 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III

#### ARBITRATION

Section 3.1. Scope and Election. 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 the Co-Owners and the Association, upon the election and written consent of all of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision, as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. 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.

Section 3.2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent 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.

### ARTICLE IV

#### INSURANCE

Section 4.1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such other insurance as the Board of Directors shall deem advisable. All such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) 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 provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Each Co-Owner shall be obligated to obtain insurance coverage at his or her own expense upon his or her Unit, all personal property, fixtures and improvements located therein, and its appurtenant Limited Common Elements. It shall be each Co-Owner's responsibility to determine by personal investigation or from his or her own insurance advisors the nature and extent of Insurance coverage adequate to his or her needs and thereafter to obtain Insurance coverage for his or her personal property and other fixtures, equipment and trim (as referred to in Subsection (b) below) located within his or her Unit or its appurtenant Limited Common Elements and for his or her personal

liability for occurrences within his or her Unit or upon Limited Common Elements appurtenant to his or her Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, 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 of the Association.

(b)Insurance of Common Elements. All structural elements contained within and attached to the Units as in existence upon creation of the Condominium, or, if expanded in accordance with Article VII of the Master Deed, structures constructed on Units that may be added to the Project in the future, in accordance with the Architectural Plans on file with the City of Swartz Creek and all General Common Elements of the Condominium Project shall be Insured by the Association against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's Insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of the replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverage, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverage. Such coverage shall also include the pipes, wires, conduits and ducts contained within each Unit. It shall be each Co-Owners responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant to the thereto which were installed in addition to said standard items subsequent to the establishment of the Condominium Project, and the Association shall have no responsibility whatsoever for obtaining such extra coverage unless agreed specifically and separately between the Association and the co-Owner in writing.

(c)Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d)Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and 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 Article V of 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.

Section 4.2. Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her 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 workers' compensation insurance, if applicable, pertinent to the Condominium Project, the General Common Elements and the

Limited Common Elements appurtenant to each Unit with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 therefore, 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 settle and compromise all claims arising under insurance coverage carried by the Association, 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.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 5.1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a)Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all the Co-Owners in the Condominium that the Condominium shall be terminated.

(b)Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty percent (80%) or more of the Co-Owners in value and number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 5.2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project, to a condition as comparable as possible to the condition existing prior to damage unless the Co-Owners shall unanimously decide otherwise.

Section 5.3. Co-Owner Responsibility for Repair.

(a)Definition of Co-Owner Responsibility. 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 Subsection (b) below.

(b)Damage to Interior of Unit. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but



not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built in. In the event damage 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 5.4. 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. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4. Association Responsibility for Repair. Except as provided in the Master Deed and Section 5.3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as the existing before damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 payment of the cost thereof are insufficient, assessment 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.

Section 5.5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six months after the date of the occurrence which caused damage to the property.

Section 5.6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a)Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-Owner and his or her mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and his or her mortgagee, as their interests may appear.

(b)Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interest in the common Elements and affirmative vote of more than fifty percent (50%) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c)Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended

accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by and Officer of the Association duly authorized by the Association without the necessity of execution or specific approval thereof by any Co-Owner.

(d)Notification of Mortgagees. In the event any Unit in the Condominium, 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 in the Condominium.

Section 5.7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation (FHLMC) or by the Federal National Mortgage Association (FNMA) then, upon request therefore by FHLMC, or FNMA, as the case may be, the Association shall give it written notice s such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 5.8. Priority of Mortgagee Interests. 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 Condominium 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 Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 6.2. Leasing and Rental.

(a)Right to Lease. A Co-Owner may lease his or her Unit for the same purposes set forth in Section 6.1 above; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-Owner shall lease less than an entire Unit in the Condominium and no Co-Owner, other than the Developer, shall be permitted to lease his or her Unit under a lease with an initial term of less than six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions if the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b)Leasing Procedures. The leasing of Units in the Projects shall conform to the following provisions:

(1) A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall disclose the fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no written lease form will be used, the Co-Owner or Developer shall provide the Association with the name and address of the potential lessee, along with the rental amount and rent due dates under the proposed rental agreement. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all written leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that violation has not occurred.

(iii) 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 it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit to the Association rent otherwise due the Co-Owner, the Association may do either or both of the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce the notice by summary proceedings.

(ii) Initiate proceedings pursuant to subsection (3) (ii) above.

(c) Restrictions on Amendment. The provisions of this Section 6.2 shall not be amended prior to the transitional control date without the approval of the Developer. Following the transitional control date, the Association may amend this Section

6.2 as provided in Article XI of the Master Deed (or Section 90(4) of the Act). No such amendment shall affect the rights of any lessor or lessee under a written lease or a rental agreement which is otherwise in compliance with this Section 6.2 and executed before the effective date of the amendment, nor shall any such amendment affect any Condominium Unit owned by the Developer so long as it is owned or leased by the Developer.

### Section 6.3.

(a)Alterations and Modifications. No Co-Owner shall make alterations in exterior appearance or make structural modifications to his or her Unit (including interior walls through or in which there exist easements for support or utilities), nor make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of satellite dishes, antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications; provided, that a Co-Owner shall be permitted to display on the exterior of his Unit one American flag not to exceed 3' x 5' (display of additional or different flags shall be subject to reasonable regulation by the Association). No Co-Owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association 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 Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(b)Exceptions for Persons with Disabilities. The provisions of subsection (a) above notwithstanding, the Co-Owner of a Unit occupied by, or regularly visited by, a person with a disability may make certain improvements or modifications as follows:

(1)A Co-Owner may make improvements or modification to the Co-Owner's Condominium Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-Owner's Condominium Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to person with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-Owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expect in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions contained in the Master Deed or these Bylaws, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(2)An improvement or modification allowed by this subsection (b) that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-Owner who has made exterior improvements or modifications allowed by this subsection shall notify the Association in writing of the Co-Owner's intention to convey or lease his or her Condominium Unit to another at least 30 days before the conveyance or lease. No more than

30 days after receiving a notice from a Co-Owner under this subsection, the Association may require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. If the Co-Owner fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the Co-Owner to remove the improvement or modification at the Co-Owners expense. However, the Association may not remove or require the removal of an improvement or modification if a Co-Owner intends to resume residing in the Unit within 12 months or a Co-Owner conveys or leases his or her Condominium Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him or her who requires the same type of improvement or modification.

(3) If a Co-Owner makes an exterior improvement or modification allowed under this subsection (b), the Co-Owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the Association as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-Owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for maintenance, repair, or replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, repair, and replacement of Common Elements covered or replaced by the improvement or modification. All cost of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the Association for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-Owner of the Unit serviced by the improvement or modification.

(4) Before an improvement or modification allowed by this subsection (b) is made, the Co-Owner shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this subsection (b) and shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing the changes needed to make the proposed improvement or modification conform to the requirements of this subsection (b) and shall deliver that list to the Co-Owner. The Association shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted by the Co-Owner proposing the improvements or modifications to the Association. If the Association does not approve or deny submitted plans and specifications within the 60-day period, the Co-Owner may make the proposed improvements or modifications without the approval of the Association. A Co-Owner may bring an action against the Association and the officers and directors to compel those persons to comply with this section if the Co-Owner disagrees with a denial by the Association of the Co-Owner's proposed improvement or modification.

(5) As used in this subsection (b), "persons with disabilities" means an individual whose physical characteristics have a particular relationship to that individual's ability to be self-reliant in the individual's movement throughout, and use of, the building environment, as that term as defined in Section 2a(x) of the Michigan Construction Code, MCL 125.1502a(x).

Section 6.4. Activities, Nuisances. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, or which may diminish or destroy the reasonable enjoyment of other Units in the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Without limiting

the scope or application of the foregoing, outdoor spotlights that shine into or otherwise illuminate other Units shall be deemed nuisances, as shall all horns, sirens or other noisemaking devices, whether attached to security systems or otherwise, which go off repeatedly or for an extended period of time. It shall be the responsibility of each Co-Owner whose Unit has such noisemaking devices to arrange for the monitoring and, if necessary, disabling of such noisemaking devices when the Co-Owner is not at home. No outdoor floodlights, sirens, alarms or other noisemaking devices shall be permitted without the prior approval of Developer or the Association, as appropriate. Developer or the Association, as applicable, shall be the final arbiter of whether a particular activity, animal, device or thing is in violation of the foregoing restrictions. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, 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 even if approved. No Co-Owner shall use or permit any agent, employee, tenant, guest, invitee or family member of that Co-Owner to use anywhere on the Condominium Premises any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots, paintball guns or other similar weapons, projectiles or devices.

Section 6.5. Pets. No animals or fowl (other than common household pets) shall be maintained by any Co-Owner; Household pets shall be subject to reasonable restriction by the Association as to size and number. Co-Owners maintaining pets shall exercise such care and restraint of their pets to ensure the pets are not obnoxious or offensive on account of noise (including excessive barking or howling), odor or unsanitary conditions or number of pets. No animal may be kept or bred for any commercial purposes. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may access fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6.6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on the exterior of any Unit including any patio, porch or deck, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained only in designated areas at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In no event shall trash or trash receptacles be permitted to remain outside overnight, except in the event of a delayed or cancelled pickup, and then for not more than 24 hours. Neither the Common Elements nor the exterior of any Unit shall be used in any way for the drying, shaking or airing of clothing or other fabrics. No clotheslines shall be permitted. In

general, no activity shall be carried on nor condition maintained by a Co-Owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominiums.

- (a) Marijuana. Growing of marijuana shall be permitted with written consent of the Association and renewed annually by majority vote. Plants shall be potted and restricted to the rear second floor patio only. If plant odors are disturbing other residents, the Association may hold a vote to further restrict or ban marijuana plants.
- (b) Basketball Hoops. Outdoor basketball hoops shall be permitted with written consent of the Association and renewed annually by majority vote. The hoops shall not be stored in the Common Elements and must be removed from December 1<sup>st</sup> through March 1<sup>st</sup>.

Section 6.7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motor homes all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles or other private vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in a garage or other area specifically designated therefore by the Association. All authorized vehicles shall be parked only in garages, driveways or parking spaces, and there shall be no overnight parking in any roadway unless expressly authorized by the Developer or the Association. No inoperable or unlicensed vehicles of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently, except within an enclosed garage. Commercial vehicles and trucks shall not be parked in or about the Condominium, except as above provided or while making deliveries or pickups in the normal course of business. Each Co-Owner shall park his or her vehicle in the garage or parking space provided therefore. No overnight parking shall be permitted on any of the streets within the Condominium except only as the Association may expressly permit from time to time. Extra vehicles may only be parked on driveways which are appurtenant to particular Units. Co-Owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises, and the Association may require that all authorized vehicles display a window sticker or other parking permit.

Section 6.8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales period, from the Developer.

Section 6.9. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 6.10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit, and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, 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 appurtenant thereto 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 his or her Unit, and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-Owner 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 his or her Unit and any Limited Common Elements appurtenant thereto caused by gaining such access.

Section 6.11. Landscape. No Co-Owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, which may be withheld in the sole discretion of the Association. Any such consent may be conditioned upon requesting Co-Owner assuming complete responsibility for the care, maintenance and replacement of the approved landscaping.

Section 6.12. Common Element Use. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios and porches shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 6.13. Co-Owner Maintenance. Each Co-Owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. If at any time a Co-Owner fails or refuses to carry out his obligation to maintain and repair any Limited Common Elements appurtenant to his Unit in a manner consistent with the high standards of the Condominium Project, then the Association shall have the right to cure any such disrepair required by these Bylaws and to charge the cost thereof to the individual Co-Owner upon seven (7) days written notice. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited 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 II hereof.

Section 6.14. Reserved Rights of Developer.

(a)Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alteration which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reason; and in passing upon such plans, specifications, grading or landscaping, he shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony therefore



with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners.

(b)Developers Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI 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 herein and in its Article of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer and Developer may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use. Developer reserves the right to maintain a sign or signs on the Condominium Premises throughout the Development and Sales period that reflects the name of the project and identifies the Developer and/or any affiliate of Developer involved in the project, and any lender providing financing to Developer with respect to the Project.

(c)Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then 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 and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and other Condominium Documents throughout the Development and Sales Period notwithstanding that he may no longer own a Unit in the Condominium, 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.

## ARTICLE VII

### REMEDIES FOR DEFAULT

Any default by a Co-Owner shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 7.1. Legal Action. 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 thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 7.2. Recovery of Costs. In any proceeding arising because of an alleged default by the Co-Owner or the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees.

Section 7.3. Removal and Abatement. 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 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 the exercise of its removal and abatement power authorized herein.

Section 7.4. 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 VIII of these Bylaws.

Section 7.5. Non-waiver of Right. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which 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, provision, covenant or condition in the future.

Section 7.6. Cumulative Rights, Remedies and Privileges. 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 additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7.7. Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its Officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for non compliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE VIII

### ASSESSMENT OF FINES

Section 8.1. 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 his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-Owner to the Condominium Premises.

Section 8.2. Procedures. Upon any such violation being alleged by the Association, the following procedures will be followed:

(a) Notice. Notice of violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on

notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-Owner at the address as shown in the notice required to be filed with the Association pursuant to Section 8.3 of these Bylaws.

(b)Opportunity to Defend. The offending Co-Owner shall have an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the Co-Owner be required to appear less than ten (10) days from the date of the notice.

(c)Default. Failure to respond to the notice of violation constitutes a default.

(d)Hearing and Decision. Upon appearance by the Co-Owner before the Board and presentation of evidence of defense, or, in the event of the Co-Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 8.3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-Owner or upon the decision of the Association as recited above, the following fines shall be levied:

(a)First Violation: No fine shall be levied.

(b)Second Violation: Such amount as the Association Board of Directors shall determine, but not in excess of a Twenty-five (\$25) fine.

(c)Third Violation: Such amount as the Association Board of Directors shall determine, but not in excess of a Fifty Dollar (\$50) fine.

(d)Fourth Violation and Subsequent Violations: Such amount as the Association Board of Directors shall determine, but not in excess of a One Hundred Dollar (\$100) fine for each violation.

Section 8.4. Collection. The fines levied pursuant to Section 8.3 above shall be assessed against the Co-Owner and the Unit and shall be due and payable on the first day of the following month. Failure to pay any such fine when due will subject the Co-Owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article VII of these Bylaws.

## ARTICLE IX

### MORTGAGES

Section 9.1. Notice to Association. Any Co-Owner who mortgages his or her 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. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 9.2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 9.3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 9.4. Notification of Mortgage Foreclosure. A mortgagee seeking to foreclose by advertisement a first mortgage of record held by that mortgagee covering a Condominium Unit shall give written notice to the Association of the commencement of foreclosure by serving upon the Association, within 10 days after the date of first publication, a copy of the published notice of foreclosure required by Michigan's statute governing foreclosure by advertisement. A mortgagee seeking to judicially foreclose a first mortgage of record covering a Condominium Unit shall give written notice to the Association of the mortgagee's intent to commence judicial foreclosure of the first mortgage by serving upon the Association, not less than 10 days before commencement of the judicial action, a notice setting forth the names of the mortgagors, the mortgagee, and if applicable the foreclosing assignee of a record assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage. The notices required by this Section 9.4 shall be served by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau or, if there is no registered address, to the address the Association provides to the mortgagee, if any. The requirements of this Section 9.4 are established in accordance with Section 108(9) of the Act for the protection of the Association and failure of the mortgagee to provide notice as required by this Section 9.4 shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor.

#### ARTICLE X

#### VOTING

Section 10.1. Vote. Except as limited in these Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owed when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit(s) owned by such Co-Owner as set forth in the Article VI of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 10.2. Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association, until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 13.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the to the date of the First Annual Meeting of members held in accordance with Section 11.2 below. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 10.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding that the Developer may own no Units at some time or from time to time during such periods. After the first Annual Meeting the Developer shall be entitled to one (1) vote

for each Unit which he owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Section 13.2(c)(1) or (2) hereof, he shall not then be entitled to also vote for the non-developer directors.

Section 10.3. Designation of Voting Representative. Each Co-Owner 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. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

Section 10.4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. 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 shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 10.5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 10.6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## ARTICLE XI

### MEETINGS

Section 11.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 11.2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the Units of Brewer Town Homes Condominium (determined with reference to the recorded Consolidating Master Deed) have been conveyed and the purchasers thereof qualified

as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Association, and at least ten (10) days written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 11.3. Annual Meeting. Annual meetings of members of the Association shall be held on the second Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by a ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article XIII 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 11.4. 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 or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 11.5. Notice of Meetings. It shall be the duty of the Secretary (or other Association Officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-Owner of record, 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 by Section 10.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 11.6. Adjournment. 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.

Section 11.7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) reports of committees; (f) appointment of inspectors or election (at annual meetings or special meetings held for the purpose of electing Directors or Officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior Officer of the Association present at such meeting. For purpose of this section, the order of seniority of Officers shall be President, Vice President, Secretary and Treasurer.

Section 11.8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 11.5 above for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirement; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the members specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 11.9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waiver, consent or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11.10. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, 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 XII

### ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchaser of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) in number and value of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-Owners.

## ARTICLE XIII

## BOARD OF DIRECTORS

Section 13.1. Number and Qualifications of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be members of the Association or officers, partners, members, trustees, employees or agents of members of the Association, except for the first Board of Directors, which shall consist of one or more directors selected by Developer who need not to be officers, partners, members, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

### Section 13.2 Election of Directors.

(a)First Board of Directors. The first Board of Directors, which shall include any successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Elections for non-developer Co-Owner directors shall be held as provided in subsections (b) and (c) below.

(b)Appointment of Non-Developer Co-Owners to Board Prior to first Annual Meeting. No later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five percent (25%) in number of the Units that may be created, at least one of the three (3) directors shall be selected by non-developer Co-Owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-Owners to the Developer of the Director or Directors so elected the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless such Director is removed pursuant to Section 13.7 below or resigns or becomes incapacitated.

### (c)Election of Directors At and After First Annual Meeting.

(1)Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of the Units that may be created, the non-developer Co-Owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least (1) Director as long as the Units that remain to be created and conveyed equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2)Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors 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 13.2(c)(1) above. Application of this subsection does not require a change in the size of the Board of Directors.



(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 13.2(c)(2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 13.2(b) results in a right of non-developer Co-Owners to elect a fractional number of members to the Board of Directors, 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 of Directors 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 of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subsection 13.2(c)(1).

(4) At the First Annual Meeting two Directors shall be elected for a term of two (2) years and one Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two persons receiving the highest number of votes shall be elected for a term of two (2) years and the one person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose term expires. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 11.3 hereof.

Section 13.3. Powers and Duties. The Board of Directors shall have the 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 thereby to be exercised and done by the Co-Owners.

Section 13.4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium Project.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (Including any Unit of the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h) To make rules and regulations in accordance with Section 6.9 of these Bylaws.

(i) 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 any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board including, without limitation, an Architectural Control Committee to exercise the architectural control functions reserved or granted to the Association by these Bylaws and/or the Master Deed.

(j) To enforce the provisions of the Condominium Documents.

Section 13.5. Management Agent. 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 Sections 13.3 and 13.4 above, 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 of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor, or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon 90-days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 13.6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom he is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 13.2(b) above.

Section 13.7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the Co-Owners, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Section 10.4 above. Any Director whose removal has been proposed by the Co-Owners shall be given

an opportunity to be heard at a meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 13.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 13.9. 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, but 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, by mail, telephone or telegraph, at least (1) days prior to the date named for such meeting.

Section 13.10. Special Meeting. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. 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 (2) Directors.

Section 13.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by such Director of the time and place thereof. 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 13.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13.13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transition Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 13.14. Fidelity Bonds. The Board of Directors shall require that all Officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XIV

### OFFICERS

Section 14.1. Officers. The principal Officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, an Assistant Secretary and 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.

(a)President. The President shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b)Vice President. The Vice President shall take the place of the president and perform his or her duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors

(c)Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. He or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary.

(d)Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 14.2. Election. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 14.3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The Officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 14.4. Duties. The Officers shall have such other duties, powers and responsibilities as shall, from time to time be authorized by the Board of Directors.

## ARTICLE XV

### SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan."

## ARTICLE XVI

### FINANCE

Section 16.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and 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. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 16.2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 16.3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon check or order of such Officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

## ARTICLE XVII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 17.1. To the full extent permitted by law, as the same exists or may hereafter be amended, no volunteer Director or volunteer officer of the Association (as those terms are defined in the Michigan Nonprofit Corporation Act, as amended) shall be personally liable to the Association or its members for monetary damages for breach of the Director's or officer's fiduciary duties. It is specifically acknowledged that prospective or current Directors or officers may be induced to undertake or continue to serve as

Directors of the Association in reliance on the provision of this Article XVII, and the provisions hereof shall be a contract right. No repeal, amendment, alteration or modification of this Article XVII shall be effective as to any Director or officer for actions or failures to act occurring prior to the date of such repeal, amendment, alteration or modification unless such Director shall consent in writing to the applicability thereof in the specific case.

Section 17.2. To the full extent permitted by law, as the same now exists or may hereafter be amended, the Association hereby assumes all liability of a volunteer Director, volunteer officer, or other volunteer for any acts or omissions arising out of their volunteer duties occurring on or after the date of adoption of these bylaws; provided that the volunteer was acting or reasonably believed that he was acting within the scope of his authority, that the volunteer was acting in good faith, that the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct, that the volunteer's conduct was not an intentional tort, and that the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under MCL 500.3135.

Section 17.3. To the full extent permitted by law, as the same exists or may hereafter be amended, the Association shall indemnify every person who was or is a party, or is threatened to be made a party, to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including actions by or in the right of the Association, by reason of the fact that such person is or was a Director, officer, Member, employee, non-director volunteer or agent of the Association against expenses, including attorneys' fees, judgments, penalties. Fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding; provided, however, that, except as provided in Section 17.4 hereof, the Association shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The right to indemnification conferred in this Article shall be a contract right, and subject to the limitations set forth above, shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, the payment of such expenses incurred in advance of the final disposition of a proceeding, shall be made only upon the making of such determinations, and delivery to the Association of such undertakings and affirmations by or on behalf of the person seeking such payment, as required by applicable law, as the same exists or may hereafter be amended. At least ten (10) days prior to payment of indemnification, the Association shall notify all Co-Owners thereof.

Section 17.4. If a claim under Section 17.2 is not paid in full by the Association within ninety days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under applicable law for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth by applicable law, nor an actual determination by the Association (including its Board of Directors, independent legal counsel, or its Members) that the claimant has not met such

applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 17.5. The Association shall have the power, to the extent now or hereafter provided by law, to purchase and maintain insurance in such amounts as it shall deem appropriate on behalf of any person who is or was a Director, officer, Member, employee, non-director volunteer or agent of the capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify the person against the liability covered by such insurance

## ARTICLE XVII

### AMENDMENTS

Section 18.1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the Co-Owners by instrument in writing signed by them.

Section 18.2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 18.3. Voting. These Bylaws may be amended by the Co-Owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) in number and in value of all Co-Owners, which must include the affirmative vote of the Developer during the Development and Sales Period. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of not less than sixty-six and two-thirds percent (66-2/3%) of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. In no event may the provisions of Section 2.2(d) above, pertaining to the non-liability of Developer and Units owned by Developer for assessments to fund the assertion of claim against Developer, be modified, amended or deleted without the affirmative written approval of Developer.

Section 18.4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without the approval from any other person so long as any such amendment does not materially alter or change the right of a Co-Owner or mortgagee.

Section 18.5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Genesee County Register of Deeds.

Section 18.6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association, after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XIX

## COMPLIANCE

These Bylaws are adopted to comply with the requirements of the Act. The Association and all present or future Co-Owners, tenants, future tenants, or any other person acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XX

## 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 XXI

### RIGHTS RESERVED TO DEVELOPER

Any or 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 him to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument of 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. Nothing contained in this Article XXI shall be deemed to prohibit the Developer from making a partial assignment of his authority under the Condominium Documents or under law prior to the conclusion of the Development and Sales Period. In the event of such a partial assignment, the assignee or transferee shall exercise only such authority as is assigned thereby, and the Developer shall retain all authority under the Condominium Documents or under law that is not so assigned. Any rights and powers reserved or granted to the Developer or its successors concerning the right to approve and control the administration of the Condominium shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed; provided, that all the foregoing 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 assigns 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 XXII

### JUDICIAL PROCEEDINGS AND CLAIMS



Actions on behalf of and against the Co-Owners collectively 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 of the Condominium. As provided in the Article of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66-2/3%) majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Article XXII. The requirements of this Article XXII will ensure that the 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 civil actions actually filed by or against 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 waste of the Co-Owners' and the Association's assets if litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article XXII. 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:

Section 22.1. Board of Directors' Recommendation to Co-Owners. The Association's 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.

Section 22.2 Litigation Evaluation Meeting. Before an attorney is 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. Written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting. At the litigation evaluation meeting the Board and the Association shall consider and discuss such factors as they may deem relevant including, without limitation, the following:

(a) Whether it is in the best interest of the Association to file a lawsuit.

(b) Whether any effort has been made to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success.

(c) Whether arbitration or other alternative dispute resolution procedures have been investigated.

(d) The relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the number of years the litigation attorney has practiced law and the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, country and court in which each civil action was filed.

(e) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(f)The litigation attorney’s written estimate of the cost of the civil action through a trial on the merits of the case (“total estimated cost”). The total estimated cost of the civil action shall include the litigation attorney’s expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(g)The litigation attorney’s proposed fee agreement.

(h)The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 22.5.

Section 22.3. 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 in the text of the Association’s written notice to the Co-Owners of the litigation evaluating meeting.

Section 22.4. 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 and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a sixty-six and two-thirds percent (66-2/3%) majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 22.5. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 22.1 through 22.9 shall be paid by special assessment of the Co-Owners (“litigation special assessment”). The litigation special assessment shall be approved at the litigation evaluation meeting or at any subsequent duly called and noticed meeting by a sixty-six and two-thirds percent (66-2/3%) majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 22.6. Attorney’s Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Article and any action in which the Association is a defendant, the retained attorney shall submit a written report (“attorney’s written report”) to the Board of Directors every thirty (30) days setting forth:

(a)The attorney’s fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney’s written report (“reporting period”).

(b)All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the data of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimate total cost of the civil action remains accurate.

Section 22.7. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss a review:

(a) The status of the litigation;

(b) The status of settlement efforts if any; and

(c) The attorney's written report.

Section 22.8. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-Owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special assessment. The determination of to proceed with the litigation and to increase the litigation special assessment shall require the same affirmative vote of sixty-six and two-thirds percent (66-2/3%) majority in number and in value of all Co-Owners as required by Sections 22.4 and 22.5.

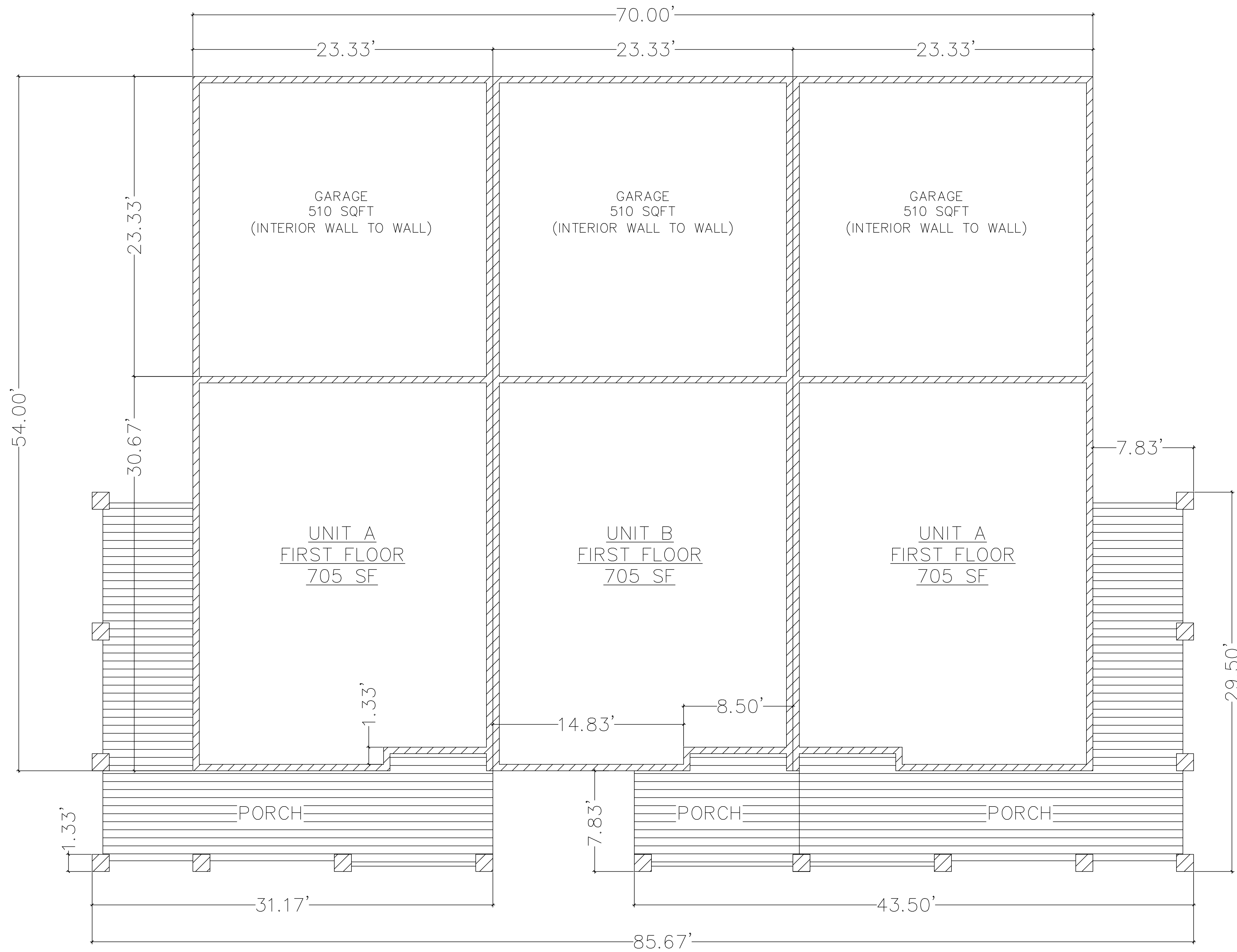
Section 22.9. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### ARTICLE XXIII

#### 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 covenant held to be partially invalid or unenforceable.





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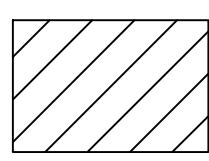
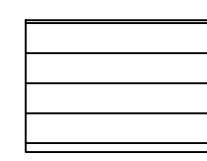
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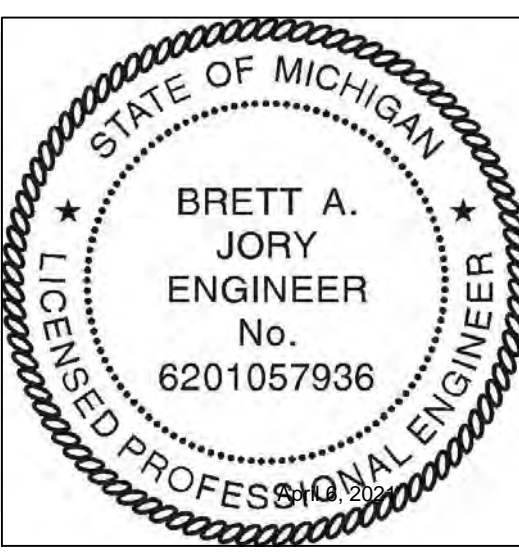
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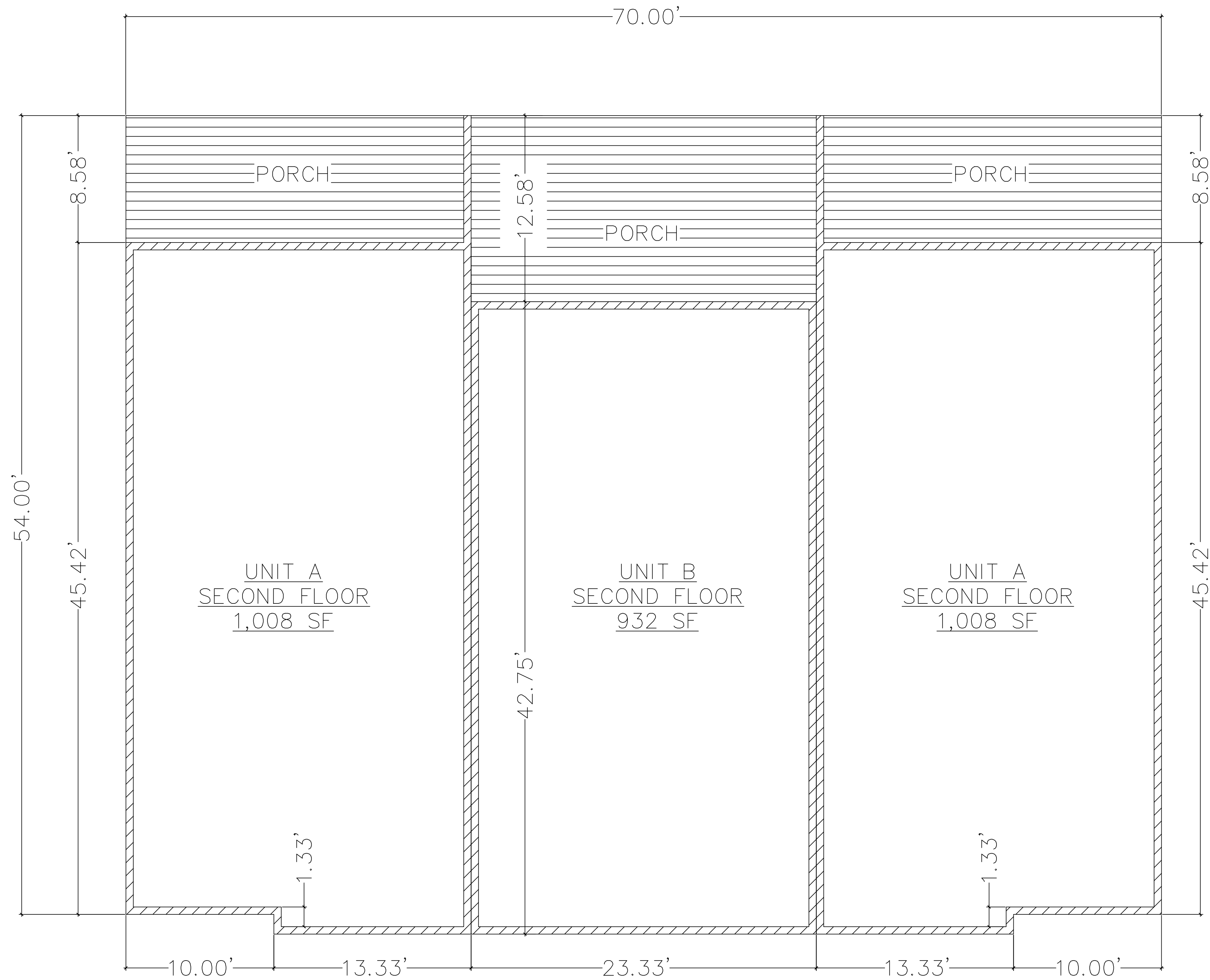
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*2 STORY TRIPLEX*  
*UNITS 1-15*  
*FIRST FLOOR PLAN*  
*SHEET 05*

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LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT



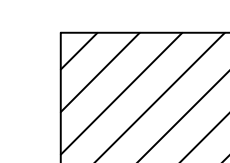


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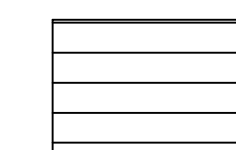
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*SHEET 06*

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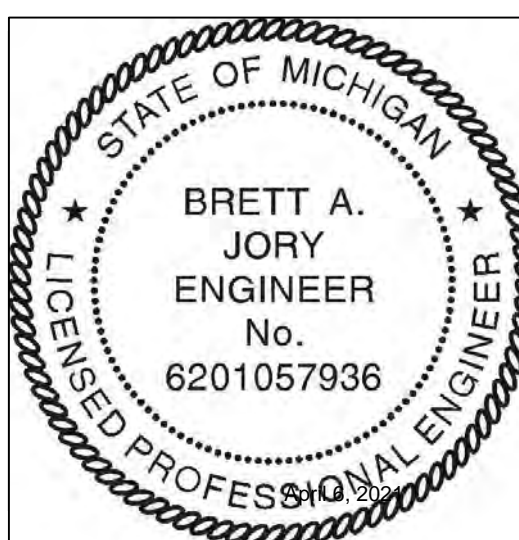
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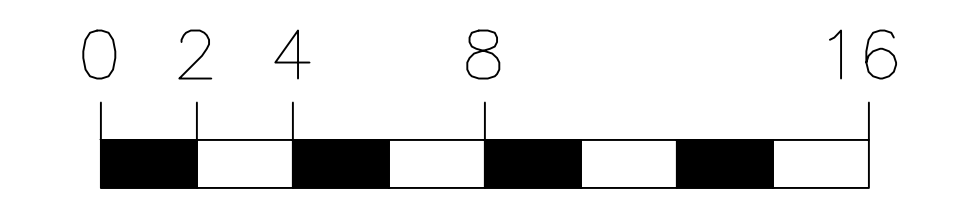
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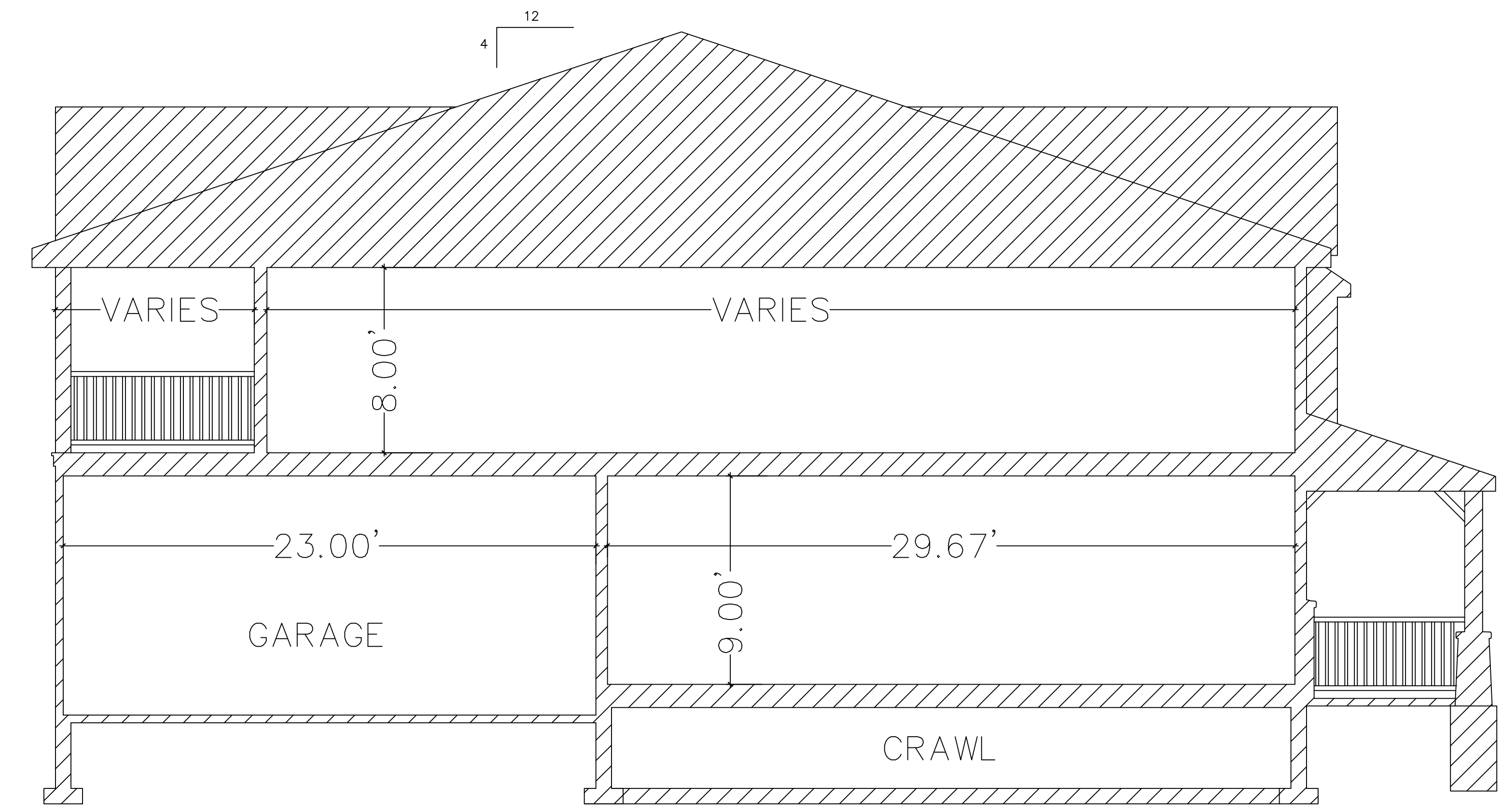
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*BREWER TOWN HOMES*  
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*SECTIONS*  
*SHEET 07*

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LEGEND

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