

To: Township Board

From: Amy Steffens, AICP

Date: June 6, 2023

RE: **Final Site Plan Review (SPA 23-0005)** Amend Ore Lake Estates site condo development to reduce the number of lots to 7, removing a portion of the common elements, and adding a portion of the property (formerly unit 8) to the common area. Parcel IDs 15-13-204-901, -001, -002, -003, -004, -005, -006, -007

PROJECT HISTORY:

On July 11, 2000, final site plan approval was granted to what was at the time named the Lakeview open space site condominium project. The project consisted of 13 home sites being created on a 92-acre parcel off of Mohican Drive, with 62 acres of open space. In 2005, a minor site plan approval was granted to allow reconfiguration of lot 1. Venice Court, a paved, private road with a 50-foot right-of-way, has since been constructed to serve the development; final engineering acceptance of the roadway was granted May 23, 2018.

The owner applicant applied for an amendment to the approved 2000 project. The applicant would split the 92 acres into a 28.27-acre site (Parcel A), at the western end of Venice Court, and reconfigure the balance of the project to allow for seven lots on approximately 63.91 acres (Parcel B), with a reduction in the general common area size.

The reconfiguration of the site condominium project requires site plan approval because the applicant proposes a change to the site condominium project on lots 1 through 7 (removing the 28.27 acres that originally were dedicated to lots 8 through 13 that will now become Parcel A for one building site). It is important to note that the recreational easement to access Ore Lake, lot sizes, utility plans, and access easements remain unchanged from the original approvals.

At the May 31, 2023 Planning Commission meeting, the Commission recommended final site plan approval of the amendment to the site condo development with the following conditions:

- (1) An administratively complete land division application for Parcels A and B shall be made to Hamburg Township. The master deed and by-laws shall be reviewed and approved by the Hamburg Township attorney and recorded upon approval of the land division for Parcels A and B.
- (2) The Hamburg Township fire marshal shall approve the removal of the fire suppression tank prior to completion of site improvements.
- (3) State of Michigan permits will be obtained for any impact to the wetlands, work below the OHM, or occupation of a state-regulated floodplain prior to issuance of a land use permit for site work or construction of a single family dwelling, as deemed necessary by the township zoning administrator.

The master deed and by-laws are currently under review by the township attorney. The fire marshal is reviewing the removal of the fire suppression tank.

A land division application is required to split the 92-acres into Parcels A and B as proposed. The master deed and by-laws will be recorded at the time of land division.

RECOMMENDATION:

Staff suggests that the Township Board discuss and review the May 31, 2023 Planning Commission Staff report, the recommendations by the Hamburg Township Planning Commission and the proposed project plans and application materials. The Board should make a determination on the final site plan in terms of its own judgment on particular factors related to the individual proposal. The Board should make a determination if the project meets the site plan review standards A-L in section 36-73 (7) and .

Example Approval Motion

The Township Board approves the **Final Site Plan Review (SPA 23-0005)** to amend Ore Lake Estates site condo development to reduce the number of lots to 7, remove a portion of the common elements, and add a portion of the property (formerly unit 8) to the common area. Parcel IDs 15-13-204-901, -001, -002, -003, -004, -005, -006, -007 because with the following conditions the project does meet the site plan review standards A through L of Section 36-73(7) of the Zoning Ordinance and Section 18-78 as discussed at the June 6, 2023 Township Board meeting, at the May 31, 2023 Planning Commission meeting, and as presented in the staff report.

:

- (1) An administratively complete land division application for Parcels A and B shall be made to Hamburg Township. The master deed and by-laws shall be reviewed and approved by the Hamburg Township attorney and recorded upon approval of the land division for Parcels A and B.
- (2) The Hamburg Township fire marshal shall approve the removal of the fire suppression tank prior to completion of site improvements.
- (3) State of Michigan permits will be obtained for any impact to the wetlands, work below the OHM, or occupation of a state-regulated floodplain prior to issuance of a land use permit for site work or construction of a single family dwelling, as deemed necessary by the township zoning administrator.

ATTACHMENTS:

Attachment A: Draft May 31, 2023 Planning Commission meeting minutes (not available as of the writing of this memo)

Attachment B: May 31, 2023 Planning Commission Staff Report and Exhibits

PHONE: 810-231-1000
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P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157

To: Planning Commissioners

From: Amy Steffens, AICP

Date: May 31, 2023

Project address and Description: Final site plan review (PSP 23-005) Amend Ore Lake Estates site condo development to reduce the number of lots to 7, removing a portion of the common elements, and adding a portion of the property (formerly unit 8) to the common area. Parcel IDs 15-13-204-901, -001, -002, -003, -004, -005, -006, -007

Location Map



Project History

On July 11, 2000, final site plan approval was granted to what was at the time named the Lakeview open space site condominium project. The project consisted of 13 home sites being created on a 92-acre parcel off of Mohican Drive, with 62 acres of open space. In 2005, a minor site plan approval was granted to allow reconfiguration of lot 1. Venice Court, a paved, private road with a 50-foot right-of-way, has since been constructed to serve the development; final engineering acceptance of the roadway was granted May 23, 2018.

The applicant would split the 92 acres into a 28.27-acre site (Parcel A), at the western end of Venice Court, and reconfigure the balance of the project to allow for seven lots on approximately 63.91 acres (Parcel B), with a reduction in the general common area size.

When the project was initially proposed in 1997, the township planning consultant expressed concerns that the project did not meet the intent of the Open Space Ordinance because there was no recognizable and substantial benefit to the residents of the development and the overall quality of life in Hamburg Township. However, after multiple reviews the project plans were amended to address these concerns and forward to the Commission and Township Board for approval. What was ultimately approved in 2000 was an open space community providing 62 acres, or 67 percent of the total site, of open space and 13 lots.

The reconfiguration of the site condominium project requires site plan approval because the applicant proposes a change to the site condominium project on lots 1 through 7 (removing the 28.27 acres that originally were dedicated to lots 8 through 13 that will now become Parcel A for one building site). It is important to note that the recreational easement to access Ore Lake, lot sizes, utility plans, and access easements remain unchanged from the original approvals.

Section 18-78 of the township ordinances specifies the following process and standards for a site condominium project:

A developer of a condominium project shall submit the following information in addition to any information required for site plan review in the Township Zoning Ordinance to the zoning administrator. Required information is as follows:

- (1) Project name.
- (2) Name, address and telephone number of the provider.
- (3) Name, address, telephone number and seal of the surveyor or engineer who prepared the plan.
- (4) Date of preparation.
- (5) Proof of ownership or legal connection with the property.

- (6) The project property tax code number.
- (7) A metes and bounds legal description of the project accurate to the nearest $\frac{1}{100}$ th of an acre with the certification of a licensed surveyor.
- (8) Vicinity map showing the relationship of the project to the surrounding area within one mile.
- (9) Topographic map of the existing site with contours at two-foot intervals and indicating drainage patterns.
- (10) The location of all significant natural features, such as watercourses, floodplains, surface water, wetlands, slopes greater than 20 percent and wood lots.
- (11) North arrow and scale of the plan (not greater than one inch equals 200 feet).
- (12) The proposed layout, numbers, dimensions, and building grades of each condominium unit.
- (13) Street names and right-of-way widths and identification as public and private.
- (14) Location of existing and proposed sewers, culverts, water mains, storm drains, other underground facilities, and electrical, telephone and gas lines within or adjacent to the project site.
- (15) All easements by type and dimension (existing and proposed).
- (16) All parcels to be dedicated or reserved for public use or as private common areas.
- (17) A grading and drainage plan.
- (18) Water supply plan.
- (19) Sewage disposal plan.
- (20) Soil test borings prepared in accordance with Livingston County Health Department standards.
- (21) A schedule of project area, height, and bulk requirements.
- (22) The master deed, bylaws and deed restrictions.
- (23) Construction plans and documents.

Staff analysis: Staff analysis: The plans, file dated November 21, 2022 from Boss Engineering, provide all of the required information under Section 18-78. The township engineer has indicated that no further review is necessary. Master deed and by-laws are under review by the township attorney.

SITE PLAN REVIEW STANDARDS

In the review of all site plans, the Zoning Administrator and the Planning Commission shall endeavor to assure the following:

A. The proposed development conforms to all provisions of the Zoning Ordinances.

The proposal conforms to the previously approved project standards, but will remove a portion of the common open space and reduce the number of units from 13 to 7.

B. All required information has been provided.

The information submitted appears to be adequate to allow the Planning Commission to review and make recommendation on the final site plan.

C. The movement of vehicular and pedestrian traffic within the site and in relation to access streets and sidewalks will be safe and convenient.

The private roadway has been constructed.

D. The proposed development will be harmonious with existing and future uses in the immediate area and the community.

The proposed development will provide for single-family residential use per the underlying zoning district.

E. The proposed development provides the necessary infrastructure improvements, such as roads, drainage, pedestrian facilities and utilities, to serve the site, and be adequately coordinated with the current and future use of adjacent properties.

The site improvements have been previously reviewed. The township engineer has indicated no further review is required.

F. The applicable requirements of Township, County and State agencies are met regarding grading and surface drainage and for the design and construction of storm sewers, storm water holding facilities, water mains, and sanitary sewers.

As land use permit applications are received, the utilities department will review for sewer hook-up.

G. Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, and woodlands.

The proposed amendment to the site plan will not change or alter the approved access easement to the lake or allow for unpermitted uses of the wetlands.

H. The proposed development shall respect the natural topography to the maximum extent possible by minimizing the amount of cutting, filling, and grading required.

Grading for each unit will be reviewed at time of land use permit issuance. No work is being proposed in the wetlands. However, wetlands or floodplain permits issued by EGLE would be required for projects having direct impact to wetlands, work below the OHM, or occupation of a state floodplain. EGLE permits would be a requirement of a land use permit for construction of a new single family dwelling if necessary.

I. The proposed development will not cause soil erosion or sedimentation.

The LCDC will review the plans and issue a soil erosion and sedimentation control permit prior to issuance of a building permit.

J. Landscaping, including trees, shrubs and other vegetative material is provided to maintain, improve and/or restore the aesthetic quality of the site.
Single family residential uses are permitted to plant two canopy trees along the front lot line per township zoning ordinance.

K. Conformance to the adopted Hamburg Township Engineering and Design Standards.

The engineer has indicated no engineering review is required.

L. All proposed commercial, office, industrial, institutional and multiple family development shall utilize quality architecture to ensure that buildings are compatible with surrounding uses, protect the investment of adjacent landowners, blend harmoniously into the streetscape and meet the objectives the Township Master Plan. New buildings, additions and renovations shall be designed to preserve or complement the design character of existing development provide visual harmony between old and new buildings, and create a positive image for the Township's various commercial shopping nodes. Commercial, office, industrial, institutional and multiple family architecture shall be reviewed by the Planning Commission under the following criteria:

- 1. Buildings shall front towards and relate to the public street. Buildings shall be located to create a define streetscape through uniform setbacks and proper relationship to adjacent structures. Proper relationship to existing structures in the area shall be maintained through building mass, proportion, scale, roof line shapes and rhythm. Buildings within the area designated on the M-36 Corridor Plan/Master Plan as the "Hamburg Village" shall be compatible with the historic character of the unincorporated place commonly referred to as the "Old Hamburg Village."**
- 2. Building materials and colors shall relate well and be harmonious with the surrounding area. Roof shape and materials shall be architecturally compatible with adjacent buildings and enhance the predominant streetscape. For any side of a principal building facing a public or private street, at least fifty percent (50%) of the facade shall be constructed of, or covered with, the following materials:**

- a. **Brick;**
 - b. **Fluted or scored concrete block;**
 - c. **Cut stone;**
 - d. **Vinyl siding;**
 - e. **Wood siding;**
 - f. **Glass; or,**
 - g. **Other materials similar to the above as determined by the Planning Commission.**
3. **Buildings shall possess architectural variety, but enhance the overall cohesive community character. Buildings shall provide architectural features, details and ornaments such as archways, colonnades, towers, cornices or peaked roof lines.**
4. **Building walls over 100 feet in length shall be broken up with a combination of the following: varying building lines, windows, architectural accents and trees.**
5. **Building entrances shall utilize windows, canopies and awnings; provide unity of scale, texture, and color; and provide a sense of place.**
6. **Where the rear facade of a building will be visible from a residential zoning district, or the rear of the site will be used for public access or parking, such rear facade shall be constructed to a finished quality comparable to the front facade.**
7. **Signs, landscaping, lighting and other site elements shall be coordinated and compatible with the building design, as well as harmonious with other nearby developments. Developments shall provide site features such as decorative entry signs, ornamental lighting, pedestrian plazas and/or pedestrian furniture.**

Staff analysis: Staff finds that all of the standards for site plan review have been met with the current proposal. This site is zoned in the Waterfront Residential district where the minimum lot size is one acre; previous approvals allowed lots to range in size from 1.25 acres (lot one) to 0.60 acres (lot seven).

Because there is no change to the use of the wetlands or other sensitive environmental areas and the overall number of units is being reduced from 13 to 7, it is staff's opinion that the proposed site plan amendment and site condominium project would benefit the project residents and the township as a whole.

Site Plan Review 23-0005 Draft Approval Motion:

The Planning Commission recommends approval of the final site plan (PSP 23-0005) to the Township Board with the following conditions because as conditioned the project meets the site plan review standards A-L in section 36-73 (7) and 18-78 as discussed at tonight's meeting and as presented in the Staff Report.

Conditions:

An administratively complete land division application for Parcels A and B shall be made to Hamburg Township. The master deed and by-laws shall be reviewed and approved by the Hamburg Township attorney and recorded upon approval of the land division for Parcels A and B.

The Hamburg Township fire marshal shall approve the removal of the fire suppression tank prior to completion of site improvements.

State of Michigan permits will be obtained for any impact to the wetlands, work below the OHM, or occupation of a state-regulated floodplain prior to issuance of a land use permit for site work or construction of a single family dwelling, as deemed necessary by the township zoning administrator.

Exhibits:

Application

Project plans

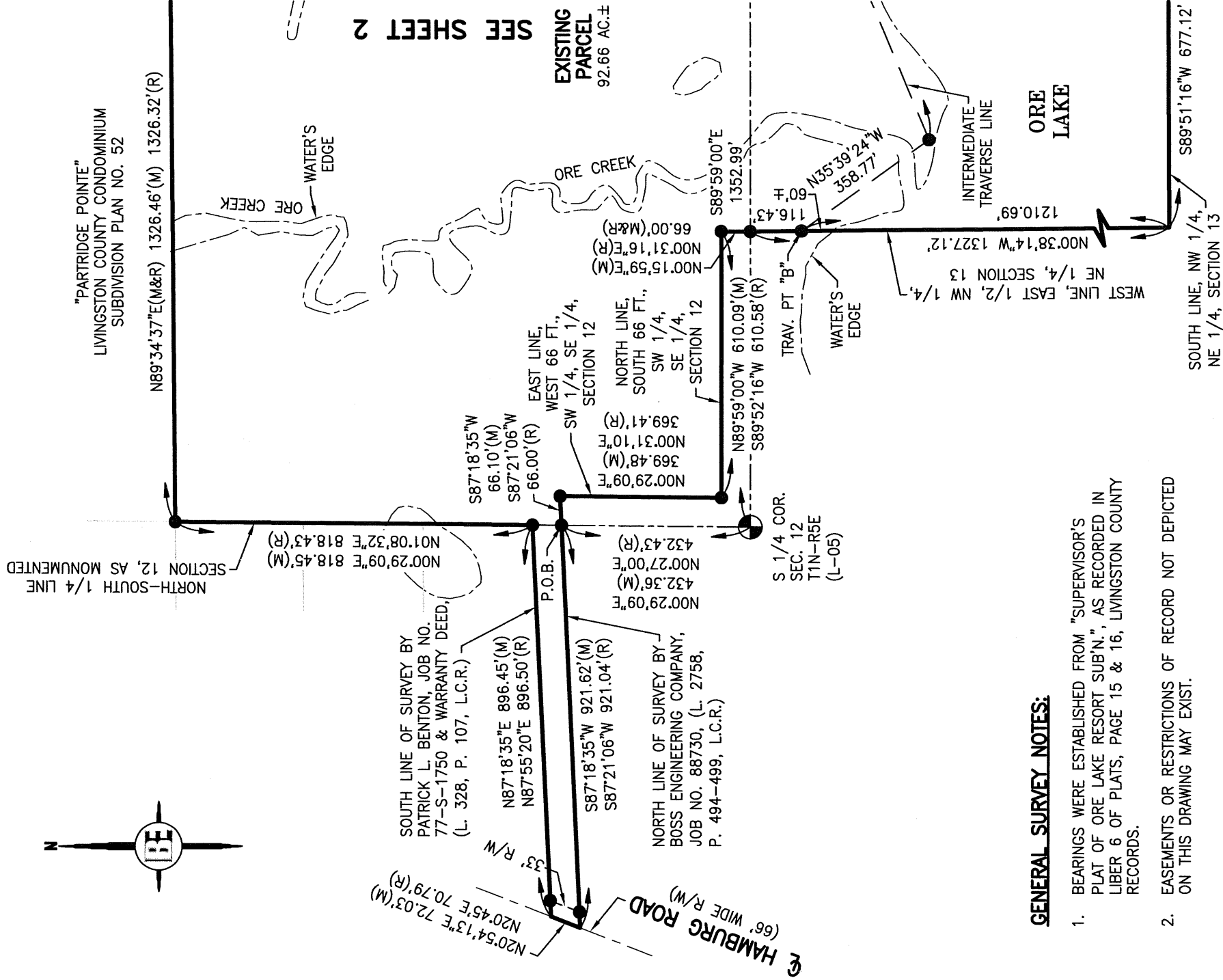
Master deed

By-laws

Planning Commission and Township Board meeting minutes from prior approvals

Email to applicant

EXISTING
CONDITIONS



GENERAL SURVEY NOTES:

1. BEARINGS WERE ESTABLISHED FROM "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", AS RECORDED IN LIBER 6 OF PLATS, PAGE 15 & 16, LIVINGSTON COUNTY RECORDS.
2. EASEMENTS OR RESTRICTIONS OF RECORD NOT DEPICTED ON THIS DRAWING MAY EXIST.

DESCRIPTION:

PART OF THE SOUTH 1/2 OF SECTION 12
AND THE NORTHEAST 1/4 OF SECTION 13,
T1N-R5E, HAMBURG TOWNSHIP, LIVINGSTON
COUNTY, MICHIGAN

BEBOSS
Engineering

Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843

517.546.4836 FAX 517.548.1670

CLIENT: LEGACY

COMMERCIAL GROUP

JOB NO. 22-178

SHEET 1 OF 9

DATE 7-22-22

FB CREW DR. WRW CHKD.

LEGEND

○ = IRON SET

● = IRON FOUND

⊙ = MONUMENT FOUND

* = FENCE

(R) = RECORDED

(M) = MEASURED

SCALE: 1 INCH = 300 FEET

DATE 7-22-22

FB CREW

DR. WRW CHKD.

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1. BEARINGS WERE ESTABLISHED FROM "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", AS RECORDED IN LIBER 6 OF PLATS, PAGE 15 & 16, LIVINGSTON COUNTY RECORDS.
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3. SEE SHEET 3 FOR LINE AND CURVE TABLES.

BE *Engineering* **BOSS**

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CLIENT: LEGACY				300 0 150 300				LEGEND	
COMMERCIAL GROUP								○ = IRON SET ● = IRON FOUND ⊙ = MONUMENT FOUND ✱ = FENCE (R) = RECORDED (M) = MEASURED	
JOB NO.	22-178	DATE	7-22-22						
SHEET	2 OF 9	FB	CREW	DR. WRW		CHKD.			

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LINE AND CURVE TABLES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°28'19"W(M) N89°34'00"W(R)	170.13'(M) 170.22'(R)
L2	N03°29'53"E(M) N03°30'46"E(R)	163.56'
L3	S36°11'25"W	97.46'
L4	S57°02'41"W	34.47'
L5	S12°46'57"E	53.85'
L6	S55°42'08"E	47.17'
L7	S75°21'15"E	112.83'(M) 112.82'(R)

LINE TABLE		
LINE	BEARING	DISTANCE
L8	S17°39'01"W(M) S17°33'W(PLAT)	90.09'
L9	N00°26'39"W(M) N00°35'E(PLAT)	10.00' (M&PLAT)
L10	N89°10'01"W(M) N89°25'W(PLAT)	50.12'(M) 50.00'(PLAT)
L11	S00°26'39"E(M) S00°35'W(PLAT)	9.47'(M) 10.00'(PLAT)
L12	N89°10'01"W(M) N89°25'W(PLAT)	45.00' (M&PLAT)
L13	N00°29'32"W(M) N00°35'E(PLAT)	121.54'(M) 129.43'(PLAT)
L14	S89°50'23"W	80.08'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C1	162.92'(M) 162.94'(R)	475.00'	19°39'07"(M) 19°39'13"(R)	S65°31'42"E(M) S65°31'45"E(R)
				162.12'(M) 162.14'(R)

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COMMERCIAL GROUP

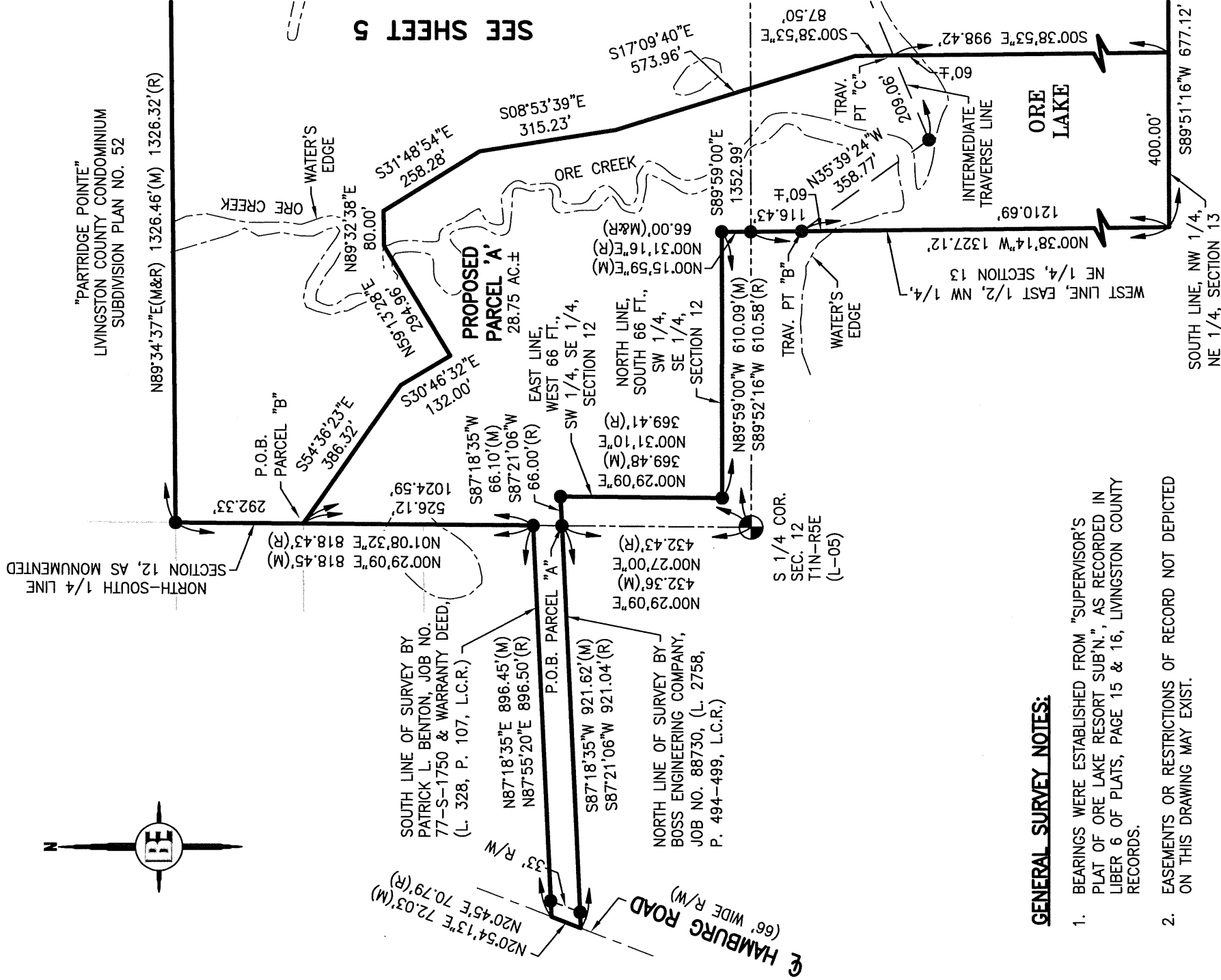
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LEGEND

- O = IRON SET
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- * = FENCE
- (R) = RECORDED
- (M) = MEASURED

PROPOSED
LAND DIVISION



GENERAL SURVEY NOTES:

- BEARINGS WERE ESTABLISHED FROM "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", AS RECORDED IN LIBER 6 OF PLATS, PAGE 15 & 16, LIVINGSTON COUNTY RECORDS.
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CLIENT: LEGACY	0	150	300
COMMERCIAL GROUP	SCALE: 1 INCH = 300 FEET		
JOB NO. 22-178	DATE 7-22-22	FB	CREW
SHEET 4 OF 9	DR. WRW	CHKD.	



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DESCRIPTION OF ORIGINAL PARCEL:

EXISTING PARCEL, PER BOSS ENGINEERING, JOB NO. 00545, DATED MAY 22, 2007, AS RECORDED IN 2007S-0052, LIVINGSTON COUNTY RECORDS:

Part of Outlots 5 and 6 of "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", a subdivision as recorded in Liber 6 of Plats, Pages 15 and 16, Livingston County Records, and part of the Southeast 1/4 and Southwest 1/4 of Section 12 and Northeast 1/4 of Section 13, T1N-R5E, Hamburg Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 12; thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E, 432.36 feet (previously recorded as N 00°27'00" E, 432.43 feet) to the POINT OF BEGINNING of the Parcel to be described; thence along the North line of a survey by Boss Engineering Company, Job Number 88730, as recorded in Liber 2758 of Deeds on Pages 494-499 of the Livingston County Records, S 87°18'35" W, 921.62 feet (previously recorded as S 87°21'06" W, 921.04 feet); thence along the centerline of Hamburg Road (66 foot wide Right of Way), N 20°54'13" E, 72.03 feet (previously recorded as N 20°45' E, 70.79 feet); thence along the South line of a previous survey by Patrick L. Benton, Job Number 77-S-1750 and a Warranty Deed recorded in Liber 328 of Deeds on page 107 of the Livingston County Records, N 87°18'35" E, 896.45 feet (previously recorded as N 87°55'20" E, 896.50 feet); thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E, 818.45 feet (previously recorded as N 01°08'32" E, 818.43 feet by Patrick L. Benton); thence along the South line of "PARTRIDGE POINTE", Livingston County Condominium Subdivision Plan No. 52, N 89°34'37" E, 1326.46 feet (previously recorded as 1326.32 feet) to a found iron pipe; thence continuing along the South line of said "PARTRIDGE POINTE", N 89°39'39" E, 947.69 feet; thence N 89°39'13" E, 173.66 feet (recorded as N 89°51'48" E 173.61 feet), thence along the centerline of Hammel Road (66 foot wide Right of Way), S 58°11'30" E (recorded as S 57°59'40" E), 24.14 feet; thence S 03°33'47" W, 37.46 feet (recorded as S 03°42'24" W, 37.48 feet); thence along the southerly Right of Way line of Hammel Road, N 58°11'30" W (recorded as N 57°59'40" W), 27.82 feet, to a point on the Westerly Right of Way line of Mohican Drive (50 foot wide Right of Way); thence along the Westerly Right of Way of Mohican Drive, S 03°30'54" W, 279.89 feet (recorded as S 03°42'24" E 291.87 feet); thence along the Northerly line of Outlot 5 of "Supervisors Plat of Ore Lake Sub'n., as recorded in Liber 6 of Plats, Page 15, Livingston County Records, N 89°28'19" W, 170.13 feet (recorded as N 89°34'00" W, 170.22 feet); thence N 03°29'53" E (recorded as N 03°30'46" E), 163.56 feet, thence S 89°39'39" W, 189.13 feet, thence S 14°54'06" E 171.32 feet, thence S 36°11'25" W, 97.46 feet, thence S 57°02'41" W, 34.47 feet; thence S 12°46'57" E, 53.85 feet; thence S 55°42'08" E, 47.17 feet; thence along an arc left, having a length of 162.92 feet (recorded as 162.94 feet), a radius of 475.00 feet, a central angle of 19°39'07" (recorded as 19°39'13"), and a long chord which bears S 65°31'42" E, 162.12 feet (recorded as S 65°31'45" E, 162.14 feet); thence S 75°21'15" E, 112.83 feet (recorded as 112.82 feet); thence along the East line of Outlot 5 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of Mohican Drive (50 foot wide Right of Way), S 17°39'01" W (platted as S 17°33' W), 90.09 feet to a found concrete monument; thence continuing along the East line of said Outlot 5 and the West line of said Mohican Drive, S 02°26'55" E, 535.61 feet (platted as S 02°31' E, 535.76 feet and previously recorded as S 02°26'33" E, 535.61 feet) to a found concrete monument; thence continuing along the East line of Outlot 5 and 6 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of said Mohican Drive, S 17°19'11" W, 291.83 feet (platted as S 17°20' W, 295.63 feet); thence along the South line of said Outlot 6, the following six (6) courses: 1) N 61°21'00" W (platted as N 61°33' W), 44.65 feet; 2) N 89°10'01" W, 692.57 feet (platted as N 89°25' W, 692.00 feet); 3) N 00°26'39" W (platted as N 00°35' E), 10.00 feet; 4) N 89°10'01" W, 50.12 feet (platted as N 89°25' W, 50.00 feet); 5) S 00°26'39" E, 9.47 feet (platted as S 00°35' W, 10.00 feet); 6) N 89°10'01" W (platted as N 89°25' W), 45.00 feet; thence along the West line of said Outlot 6, N 00°29'32" W, 121.54 feet (platted as N 00°35' E, 129.43 feet); thence along the South line of said Outlot 5 and the common line between Section 12 and 13, as monumented, S 89°50'23" W, 80.08 feet; thence along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 212.89 feet to Traverse Point "A", a point which lies 60 feet, more or less, North of the water's edge of Ore Lake; thence continuing along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 1112.32 feet to a point in Ore Lake; thence along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 89°51'16" W, 677.12 feet to a point in Ore Lake; thence along the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, N 00°38'14" W, 1210.69 feet to Traverse Point

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“B”, a point which lies 60 feet, more or less, North of the water’s edge of Ore Lake, said point being the endpoint of an intermediate traverse line which begins at aforementioned Traverse Point “A” and having the following two (2) courses: 1) S 67°25’27” W, 507.56 feet (recorded as 507.58 feet); 2) N 35°39’24” W, 358.77 feet to said Traverse Point “B”; thence continuing along the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, N 00°38’14” W, 116.43 feet to a point on the common line between Sections 12 and 13; thence N 00°15’59” E (previously recorded as N 00°31’16” E), 66.00 feet; thence along the North line of the South 66 feet of the Southwest 1/4 of the Southeast 1/4 of Section 12, N 89°59’00” W, 610.09 feet (previously recorded as S 89°52’16” W, 610.58 feet); thence along the East line of the West 66 feet of the Southwest 1/4 of the Southeast 1/4 of Section 12, N 00°29’09” E, 369.48 feet (previously recorded as N 00°31’10” E, 369.41 feet); thence along the North line of said survey by Boss Engineering Company, Job number 88730, as recorded in Liber 2758 of Deeds on Pages 494-499 of the Livingston County Records, S 87°18’35” W, 66.10 feet (previously recorded as S 87°21’06” W, 66.00 feet) to the POINT OF BEGINNING, containing 92.66 acres, more or less, and subject to the rights of the public over the existing Hamburg & Hammel Roads and including the use of Mohican Drive. Also subject to any other easements or restrictions of record.

DESCRIPTION OF NEW PARCELS:

PARCEL ‘A’:

Part of the Southeast 1/4 and Southwest 1/4 of Section 12 and Northeast 1/4 of Section 13, T1N-R5E, Hamburg Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 12; thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29’09” E, 432.36 feet (previously recorded as N 00°27’00” E, 432.43 feet) to the POINT OF BEGINNING of the Parcel to be described; thence along the North line of a survey by Boss Engineering Company, Job Number 88730, as recorded in Liber 2758 of Deeds on Pages 494-499 of the Livingston County Records, S 87°18’35” W, 921.62 feet (previously recorded as S 87°21’06” W, 921.04 feet); thence along the centerline of Hamburg Road (66 foot wide Right of Way), N 20°54’13” E, 72.03 feet (previously recorded as N 20°45’ E, 70.79 feet); thence along the South line of a previous survey by Patrick L. Benton, Job Number 77-S-1750 and a Warranty Deed recorded in Liber 328 of Deeds on page 107 of the Livingston County Records, N 87°18’35” E, 896.45 feet (previously recorded as N 87°55’20” E, 896.50 feet); thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29’09” E (previously recorded as N 01°08’32” E by Patrick L. Benton), 526.12 feet; thence S 54°36’23” E, 386.32 feet; thence S 30°46’32” E, 132.00 feet; thence N 59°13’28” E, 294.96 feet; thence N 89°32’38” E, 80.00 feet; thence S 31°48’54” E, 258.28 feet; thence S 08°53’39” E, 315.23 feet; thence S 17°09’40” E, 573.96 feet; thence S 00°38’53” E, 87.50 feet to Traverse Point “C”, a point which lies 60 feet, more or less, North of the water’s edge of Ore Lake; thence continuing, S 00°39’31” E, 998.42 feet to a point in Ore Lake; thence along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 89°51’16” W, 400.00 feet to a point in Ore Lake; thence along the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, N 00°38’14” W, 1210.69 feet to Traverse Point “B”, a point which lies 60 feet, more or less, North of the water’s edge of Ore Lake, said point being the endpoint of an intermediate traverse line which begins at aforementioned Traverse Point “C” and having the following two (2) courses: 1) S 67°25’27” W, 209.06 feet; 2) N 35°39’24” W, 358.77 feet to said Traverse Point “B”; thence continuing along the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, N 00°38’14” W, 116.43 feet to a point on the common line between Sections 12 and 13; thence N 00°15’59” E (previously recorded as N 00°31’16” E), 66.00 feet; thence along the North line of the South 66 feet of the Southwest 1/4 of the Southeast 1/4 of Section 12, N 89°59’00” W, 610.09 feet (previously recorded as S 89°52’16” W, 610.58 feet); thence along the East line of the West 66 feet of the Southwest 1/4 of the Southeast 1/4 of Section 12, N 00°29’09” E, 369.48 feet (previously recorded as N 00°31’10” E, 369.41 feet); thence along the North line of said survey by Boss Engineering Company, Job number 88730, as recorded in Liber 2758 of Deeds on Pages 494-499 of the Livingston County Records, S 87°18’35” W, 66.10 feet (previously recorded as S 87°21’06” W, 66.00 feet) to the POINT OF BEGINNING, containing 28.75 acres, more or less, and subject to the rights of the public over the existing Hamburg Road. Also subject to any other easements or restrictions of record.

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PARCEL 'B':

Part of Outlots 5 and 6 of "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", a subdivision as recorded in Liber 6 of Plats, Pages 15 and 16, Livingston County Records, and part of the Southeast 1/4 of Section 12 and Northeast 1/4 of Section 13, T1N-R5E, Hamburg Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 12; thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E 1024.59 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E (previously recorded as N 01°08'32" E by Patrick L. Benton), 292.33 feet; thence along the South line of "PARTRIDGE POINTE", Livingston County Condominium Subdivision Plan No. 52, N 89°34'37" E, 1326.46 feet (previously recorded as 1326.32 feet) to a found iron pipe; thence continuing along the South line of said "PARTRIDGE POINTE", N 89°39'39" E, 947.69 feet; thence N 89°39'13" E, 173.66 feet (recorded as N 89°51'48" E 173.61 feet), thence along the centerline of Hammel Road (66 foot wide Right of Way), S 58°11'30" E (recorded as S 57°59'40" E), 24.14 feet; thence S 03°33'47" W, 37.46 feet (recorded as S 03°42'24" W, 37.48 feet); thence along the southerly Right of Way line of Hammel Road, N 58°11'30" W (recorded as N 57°59'40" W), 27.82 feet, to a point on the Westerly Right of Way line of Mohican Drive (50 foot wide Right of Way); thence along the Westerly Right of Way of Mohican Drive, S 03°30'54" W, 279.89 feet (recorded as S 03°42'24" E 291.87 feet); thence along the Northerly line of Outlot 5 of "Supervisors Plat of Ore Lake Sub'n., as recorded in Liber 6 of Plats, Page 15, Livingston County Records, N 89°28'19" W, 170.13 feet (recorded as N 89°34'00" W, 170.22 feet); thence N 03°29'53" E (recorded as N 03°30'46" E), 163.56 feet; thence S 89°39'39" W, 189.13 feet; thence S 14°54'06" E 171.32 feet; thence S 36°11'25" W, 97.46 feet; thence S 57°02'41" W, 34.47 feet; thence S 12°46'57" E, 53.85 feet; thence S 55°42'08" E, 47.17 feet; thence along an arc left, having a length of 162.92 feet (recorded as 162.94 feet), a radius of 475.00 feet, a central angle of 19°39'07" (recorded as 19°39'13"), and a long chord which bears S 65°31'42" E, 162.12 feet (recorded as S 65°31'45" E, 162.14 feet); thence S 75°21'15" E, 112.83 feet (recorded as 112.82 feet); thence along the East line of Outlot 5 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of Mohican Drive (50 foot wide Right of Way), S 17°39'01" W (platted as S 17°33' W), 90.09 feet to a found concrete monument; thence continuing along the East line of said Outlot 5 and the West line of said Mohican Drive, S 02°26'55" E, 535.61 feet (platted as S 02°31' E, 535.76 feet and previously recorded as S 02°26'33" E, 535.61 feet) to a found concrete monument; thence continuing along the East line of Outlot 5 and 6 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of said Mohican Drive, S 17°19'11" W, 291.83 feet (platted as S 17°20' W, 295.63 feet); thence along the South line of said Outlot 6, the following six (6) courses: 1) N 61°21'00" W (platted as N 61°33' W), 44.65 feet; 2) N 89°10'01" W, 692.57 feet (platted as N 89°25' W, 692.00 feet); 3) N 00°26'39" W (platted as N 00°35' E), 10.00 feet; 4) N 89°10'01" W, 50.12 feet (platted as N 89°25' W, 50.00 feet); 5) S 00°26'39" E, 9.47 feet (platted as S 00°35' W, 10.00 feet); 6) N 89°10'01" W (platted as N 89°25' W), 45.00 feet; thence along the West line of said Outlot 6, N 00°29'32" W, 121.54 feet (platted as N 00°35' E, 129.43 feet); thence along the South line of said Outlot 5 and the common line between Section 12 and 13, as monumented, S 89°50'23" W, 80.08 feet; thence along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 212.89 feet to Traverse Point "A", a point which lies 60 feet, more or less, North of the water's edge of Ore Lake; thence continuing along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 1112.32 feet to a point in Ore Lake; thence along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 89°51'16" W, 277.12 feet to a point in Ore Lake; thence N 00°38'53" W, 998.42 feet to Traverse Point "C", a point which lies 60 feet, more or less, North of the water's edge of Ore Lake, said point being the endpoint of an intermediate traverse line which begins at aforementioned Traverse Point "A" and having the following course of S 67°25'27" W, 298.50 feet to said Traverse Point "C"; thence continuing N 00°38'53" W, 87.50 feet; thence N 17°09'40" W, 573.96 feet; thence N 08°53'39" W, 315.23 feet; thence N 31°48'54" W, 258.28 feet; thence S 89°32'38" W, 80.00 feet; thence S 59°13'28" W, 294.96 feet; thence N 30°46'32" W, 132.00 feet; thence N 54°36'23" W, 386.32 feet, to the POINT OF BEGINNING, containing 63.91 acres, more or less, and subject to the rights of the public over the existing Hammel Road and including the use of Mohican Drive. Also subject to any other easements or restrictions of record.

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Bearings were established from "SUPERVISORS PLAT OF ORE LAKE RESORT SUB'N.", as recorded in Liber 16 of Plats, Pages 15-16, Livingston County Records.

REFERENCES:

1. "SUPERVISORS PLAT OF ORE LAKE RESORT SUB'N.", as recorded in Liber 16 of Plats, Pages 15-16, Livingston County Records.
2. Survey by Boss Engineering, Job No. 00545, dated 05-22-07, as recorded in 2007S-0052, Livingston County Records.
3. Survey by Boss Engineering, Job No. 01423-1, dated 09-20-01.
4. Survey by Boss Engineering, Job No. 88730, dated 3-31-89, as recorded in Liber 2758, Pages 494-499, Livingston County Records.
5. Survey by Boss Engineering, Job No. 87232, dated 9-15-87, as recorded in Liber 1259, Pages 543-547, Livingston County Records.
6. Survey by Patrick L. Benton, Job No. 77-S-1750, dated 7-7-1977.

WITNESSES:

SOUTH 1/4 CORNER OF SECTION 12 T1N-R5E, HAMBURG TOWNSHIP (L-05)
FD. 1 1/4" IRON PIPE 36" IN LENGTH BRASS CAP STAMPED "LIVINGSTON COUNTY
REMONUMENTATION"

N 10° E 35.45' N/T W/S 14" CHERRY
S 10° E 15.74' N/T E/S TWIN POPLAR
S 85° W 71.26' NE CORNER BLOCK GATAGE
N 40° W 38.33' N/T E/S 8" HICKORY

SOUTHEAST CORNER OF SECTION 12 T1N-R5E, HAMBURG TOWNSHIP (M-05)
FD. BRASS CAP STAMPED "LIVINGSTON COUNTY REMONUMENTATION" ON EXISTING
MONUMENT.

S 80° E 34.52' N/T S/S 8" CEDAR
S 45° E 58.32' N/T S/S 4" ASH
N 10° W 14.91' N/T S/S 4" TREE

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ORE LAKE ESTATES

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Ore Lake Estates, a residential Condominium Project located in the Township of Hamburg, Livingston 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(9) 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, and a Co-owner may also be referred to as a "member." 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 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 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 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. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year 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 the General Common Elements and those items for which the Association is obligated to replace pursuant to Article IV, Section 3(a) of the Master Deed, that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection 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 be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (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 repairs and replacements to those existing Common Elements, for which the Association has a repair or replacement obligation or (c) to provide additions to the Common Elements not exceeding \$10,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, 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 provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with 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. The Developer may, acting on its own or through its representatives on the Association's Board of Directors, suspend the necessity for making regular assessment payments by each Co-owner (i) for a year from closing the purchase of his Unit or (ii) until his dwelling is completed, whichever first occurs; the purpose of this provision is to give Developer the discretionary flexibility to provide relief from payment of assessments during the transitional period of development and marketing prior to the time that a full Association expense budget becomes an operational necessity.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (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 needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, and (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 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 no less than 66-2/3 % of all Unit Co-owners, except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Common Elements. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, the frequency to be determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. 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. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such 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 attorneys' 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. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 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 as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages or record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, 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 his 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 seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default 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 action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX 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 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 purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 to cause to be sold the Unit with respect to which the assessment(s) 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 was notified of the provisions of this subsection and that he 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.

(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 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of 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 10

days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 7. 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 or purchaser acquires title to the Unit.

Section 8. 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 Units that it owns, including the improvements located thereon. 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 Units owned by it on which a completed and occupied residential dwelling is located. 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 from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a building with respect to which a final certificate of occupancy has been issued by the Township of Hamburg.

Section 9. 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 10. 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 11. 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.

Section 12. 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, interest, late charges, fines, costs and attorney fees thereon. 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 other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that 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 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 13. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the road(s) within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

ARTICLE III

ARBITRATION

Section 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 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 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 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. Election of Remedies. Such election and written consent by Co-owners or the Association 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 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage and liability insurance in a minimum amount of \$1,000,000.00, officers' and directors' liability insurance, and workers' compensation insurance, if applicable, liability insurance for off site Mohican Drive as described in Article XI, Section 2(a) of the Master Deed, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project shall, to the extent appropriate, be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association.

(c) **Premium Expenses.** All premiums on 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 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 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, that the Association is required to obtain, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, 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 therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling or other improvements located within a Unit.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of the Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project and the Association shall have no liability to any person for failure to do so. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for Co-owner's personal liability for occurrences within the perimeter of Owner's Unit (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time, if requested by the Association, to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described above in this Section 3 or have any liability to any person for failure to do so. The Association may elect, however, through its board of directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's dwelling, and in the event of such election the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept on Co-owner's Unit that will increase the rate of insurance 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 shall be charged to the Co-owner responsible for such activity or condition.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION AND REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to 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 similarly mature trees or vegetation within the Common Elements or within such portion of any Unit as the Association shall have undertaken to maintain.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required to improvements located within his Unit, except as may be otherwise provided as an Association obligation in Article IV, Section 3(a) of the Master Deed. If damage to or disrepair or deficient maintenance of the dwelling or other improvements constructed on a Co-owner's Unit for which the Co-owner is responsible, adversely affects the appearance of the Project, the Co-owner shall proceed with removal or replacement of the damaged property or repair or maintenance of the deficient condition without delay. This Section shall also be applicable in the event of destruction during the course of construction of improvements on a Unit. Failure of any Co-owner to promptly and completely fulfill his responsibilities under this Section shall entitle the Association, upon reasonable notice to the Co-owner, to exercise all enforcement rights conferred upon it by the Condominium Documents including, by way of example and not limitation, all access, maintenance, decoration, repair, replacement and cost assessment rights referred to in Article XI, Section 6 of the Master Deed.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon 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, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the General Common Elements.

(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 resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended, if appropriate, to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing equal value of Units in the Condominium totaling 100%. Such amendment may be effected by an

officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(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.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Notification of Holders, Insurers and Guarantors of First Mortgages. In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 6. 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 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 the use of single-family residences and Township ordinances. Accessory dwellings are also permitted subject to compliance with Township Ordinance.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease the dwelling located on his Unit for the same purposes set forth in Section 1 of this Article VI; 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. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire dwelling or Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 12 months. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer or its assigns, may lease any number of dwellings/Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

(b) **Leasing Procedures.** The leasing of dwellings and Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a dwelling/Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a dwelling and Condominium Unit to potential lessees or occupants of the dwelling and at the same time, shall supply the Association with a copy of the exact lease for the Association's review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all 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 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 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 General Common Elements caused by the Co-owner or tenant in connection with the dwelling/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 dwelling/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 do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

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

(ii) Initiate proceedings pursuant to subsection (b)(3)(iii).

Section 3. Architectural Control.

(a) **Purpose of Architectural Control.** The Developer intends and desires that all structures within the Condominium be architecturally harmonious and architecturally pleasing and that the design and location of such structures take into account the preservation of trees and the natural environment of the Condominium. In order to insure that such goals are accomplished, the Developer shall, in its sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications and any other attribute of any structure. The Developer, or its successors or assigns, reserves the right to amend these Bylaws without Co-owner approval, including, without limitation, this Section 3 and Section 4 hereinbelow, to remove and/or adopt additional restrictions, regulations and guidelines pertaining to the Common Elements, the Unit and the Residence and all improvements to be constructed or installed upon the Unit or Common Elements, which shall be binding on all Co-owners prospectively. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project shall be deemed to have irrevocably and unanimously consented to any such amendment or amendments to these Bylaws recorded by Developer, its successors or assigns, to effectuate the foregoing. Such amendment(s) may be effected without the necessity of re-recording the entire Master Deed or its exhibits.

(b) **Prior Approval of Proposed Structures.** Except as otherwise expressly provided herein, the Developer shall have exclusive jurisdiction over the rights of approval and enforcement set forth in the Condominium Documents. A Co-owner may only construct, install or place on a Unit those structures that have been approved in writing by the Developer in the manner set forth herein. Developer may construct or authorize any Improvements on a Unit that Developer in its sole discretion elects to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations in the Condominium Documents. Before constructing any residence or making any exterior improvement, change, or elevation change upon any Unit, a Co-owner shall receive the written approval of the Developer. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Developer is received. The Developer shall approve in advance the licensed residential builder engaged by the Co-owner to construct a residence and any other improvements in the Co-owner's Unit. The Developer may require that such Builder or Co-owner furnish to the Association adequate security, in the Developer's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the residence and other improvements. No structure may be erected, installed, or placed upon or in any Unit unless the Co-owner of such Unit has submitted the following documentation to the Developer, and the Developer has approved all of such documentation in writing:

(1) **Survey.** A topographic survey of the Unit prepared and certified by a licensed engineer or architect showing existing and proposed grades, the locations of all trees in excess of three (3) inches in diameter, and the proposed location of each structure located or to be located upon the Unit.

(2) **Architectural Plans.** Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for the structure to be constructed upon or in the Unit.

(3) **Construction Schedule.** A construction schedule specifying the commencement and completion dates of construction of the structure, as well as such other dates as the Developer may specify for completion of stages of the structures. A Co-owner shall submit two (2) copies of the afore-described documents to the Developer, and the Developer shall retain one copy of each document for its records. The Developer shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Developer fails to issue a written approval or denial of the plans and specifications within the thirty (30) day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this section.

(c) **Assignment of Developer's Approval Rights.** Developer's rights under this Article VI, Section 3 and Section 4 may, in the Developer's sole discretion, be assigned

to the Association or other successor to Developer. There shall be no surrender of the Developer's right prior to the issuance of certificates of occupancy of residences in one hundred percent (100%) of the Units in the Condominium, except in a written instrument in recordable form executed by Developer and specifically assigning to the Association or other successor(s) to Developer the rights of approval and enforcement set forth in this Section 3 and Section 4 of Article VI. From and after the date of such assignment or later expiration of Developer's exclusive powers, the Board of Directors of the Association shall exercise all such approval and enforcement powers, which shall not include any right to amend these Bylaws without the requisite Co-owner approval, and Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein.

(d) **Developer's Right to Waive or Amend Restrictions.** Notwithstanding anything in these Bylaws to the contrary, the Developer reserves the right to waive any restriction or requirement, including, without limitation, the restrictions or requirements contained in this Section 3 and/or in Section 4 hereinbelow, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Co-owner of a Unit or a contractor from an undue hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Developer or the Association and the waiver of any restriction by the Developer or the Association in connection with the approval of any site plan, landscape plan or construction plan, shall not be deemed to be a warranty, representation or covenant by the Developer or the Association that the plan complies with any law, ordinance or regulation, including but not limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. THE CO-OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES. In the event of a conflict between the Developer and the Association regarding the waiver of a restriction or requirement, the Developer shall have the final decision making authority.

Section 4. Building Restrictions. No construction contrary to the provisions of this Article VI, Section 4 shall be permitted unless prior written approval for same shall first have been obtained from Developer during the Development and Sales Period and, thereafter, by the Association. Except as otherwise permitted herein, no structure may be constructed, installed, or placed on a residential Unit except for one detached residence which shall not exceed the local Zoning Ordinance height limitation and which residence shall include an attached two (2) car garage and appropriate driveway and parking areas, subject further to the following restrictions:

(a) **Minimum Residence Size.** All residences within the Condominium shall contain the following minimum square footage requirements:

- (1) Single Story: Two thousand two hundred (2,200) square feet
- (2) One and one-half (1-1/2) story: Two thousand seven hundred (2,700) square feet, with at least one thousand seven hundred (1,700) square feet on the

first floor; and

- (3) Two (2) story: three thousand (3,000) square feet, with at least one thousand five hundred (1,500) square feet on the first floor.

The square footage areas of any garage, basement or walkout lower level shall not be included in computing whether the foregoing minimum square footage requirements have been met. The square footage area of any two (2) story rooms shall be limited to the useable floor area of the room (i.e. the floor area of two (2) story rooms will not be doubled in determining the square footage of a residence). Not less than twenty percent (20%) of the front elevation of all residences shall be covered with brick or stone. All exposed foundations shall be covered in brick or stone. Aluminum siding, vinyl siding or asbestos or asphalt shingles shall not be used on the exterior walls of any floor of a residence.

(b) **Unit Boundary Lines and Set Back Requirements.** In no event shall a structure be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit boundary line than is permitted at the time the structure is installed by the ordinances of the municipality in which the Unit is located. Unless a greater setback restriction is required by local ordinance, the minimum Residence setback restriction shall be from the Unit boundary line as follows: front set back is twenty-five feet (25') rear set back is thirty feet (30') side set back is ten feet (10'), and wetland set back is twenty-five feet (25').

(c) **Installation of Sanitary Sewer Grinder pump.** The Co-owner of each Unit (including any builder which acquires fee title to or the interest of a land contract vendee in the Unit) shall be responsible for the installation of the grinder pump and lateral sanitary sewer line in conformance with the requirements of the Township including, without limitation, by personnel trained and approved by the Township.

(d) **Completion of Construction and Landscaping** . The exterior of all residences and other structures must be completed as soon as practical after construction commences, except when such completion is impossible or would result in great hardship to the Co-owner or Builder due to strikes, fires, national emergency or natural calamities. All Units shall be sodded and appropriately landscaped within ninety (90) days of closing with the end purchaser, or the date of occupancy, whichever is sooner. If however, closing or occupancy of the Residence occurs after October 1 of any year, then the Unit shall be sodded and appropriately landscaped by June 1 of the following year.

(e) **Fertilizer Use.** Application of manufactured fertilizers shall not be permitted prior to April 1 nor after November 15 to ensure that fertilizers are not applied during periods when the soils are frozen, which increases the probability of runoff because of the inability of turf to absorb the nutrients introduced. Manufactured fertilizers shall be applied no more than once every eight (8) weeks or no more than four (4) times during any one (1) calendar year to any turf area. Any use of fertilizers must also be in compliance with the provisions of Hamburg Township Ordinance No. 75 regarding "Pesticides and Manufactured Fertilizers," which is incorporated herein by reference. Co-owners and agents

of the Association shall use their best efforts to conform with the fertilizer rates and applications as set forth in said Ordinance.

(f) **Garages.** All garages shall be attached to the residence and at least three (3) of the garages on the Units shall be side-entry garages.

(g) **Driveway.** All driveways shall be paved with concrete or asphalt and shall be completed prior to occupancy if weather permits.

(h) **Air Conditioners and Similar Equipment** No external air conditioning unit shall be placed in or attached to a window or wall in the front of any residence. No external air conditioning Unit shall be placed in or attached to any window or wall of any residence without the prior written approval of the Developer, during the Development and Sales Period and, thereafter, the Association. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be located upon any Unit so as to be visible from the street on which such Unit fronts, and, to the extent reasonably possible, all such external equipment shall be located on the Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance. In general, such equipment shall be located in strict compliance with Township ordinances, shall have suitable evergreen screening so that it is not visible from any street, shall be set back at least fifteen (15') feet from the closest Unit boundary line and shall be located only in the rear yard (not in any side yard area), within five (5') feet of the rear wall of the Residence.

(i) **Basketball Hoops and Play Areas.** Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

(1) All basketball hoops shall be on ground mounted posts located at least twenty-five (25) feet from the curb of the road(s) or General Common Element drive adjacent to the Unit.

(2) The ground mounted post for the basketball hoop shall be located at least five feet (5') from any side line of the Unit.

(3) No fluorescent light or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(j) **Decks.** Decks built on any Unit shall not encroach into the rear yard setback area applicable to the Unit as depicted. All proposed decks shall be approved in writing by the Developer during the Development and Sales Period and, thereafter, by the Association.

(k) **Swimming Pools and Hot Tubs.** No above ground swimming pool shall be erected upon any Unit at the Condominium. Prior to installing or constructing an in-ground swimming pool or a hot tub on any Unit at the Condominium the written approval of the Developer, during the Development and Sales Period and, thereafter, the Association, must

be obtained and the size, location, materials and type of construction, including the design of any fencing required by the Township must also receive such approval. The maximum height and linear footage of any fencing permitted by this subparagraph shall not exceed the minimum allowed by the Township. All permitted hot tubs shall be located in the rear of the Residence, shall extend no more than twelve feet (12') beyond the rear of the Residence, and shall be fully screened with evergreen landscaping from the view of other Units. All approved swimming pool and hot tub mechanical equipment shall be placed in the rear yard of the residence, without any projection into the side yard, and shall be concealed from view from adjoining Units with landscape screening and such insulation as is required to avoid noise impacts on nearby Units, as determined by the Association. The maximum height and linear footage of any fencing permitted by this subparagraph shall not exceed the minimum allowed by the Township. Chain-link fences of any kind or nature are expressly prohibited.

(l) **Fences.** No fence or wall of any kind shall be erected or maintained on any Unit without the express prior written approval of the Developer, during the Development and Sales Period and, thereafter, the Association, which shall have the sole and absolute discretion to determine the suitability of the locations, design, shape, height, size and materials for any such fence or wall. Permitted fences shall not exceed forty-eight (48) inches in height and shall be of a uniform material, color, height and appearance as approved by the Developer or Association, as the case may be. No fence, wall or hedge shall be located nearer to any front lot line than is permitted pursuant to the Township Zoning Ordinance, unless a variance or exception is obtained from the Township and approved by the Developer, during the Development and Sales Period and, thereafter, the Association. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No full yard or chain-link fencing shall be permitted.

(m) **Drainage and Grading Plan for Unit and Surface Water Drainage.** The grade of any Unit in the Condominium may not be changed from the Drainage and Grading Plan prepared for the Project (which Drainage and Grading Plan may be subsequently amended from time to time as conditions require), without the prior written consent of the governmental authority having jurisdiction, the Developer during the Development and Sales Period, and the Association thereafter. It shall be the responsibility of each Co-owner to maintain the surface drainage grades of the Condominium Unit as established by the Developer. Each Co-owner covenants and agrees not to change the surface grade of the Unit in a manner which will materially increase or decrease the storm water flowing onto or off of the Unit and will not block, pond or obstruct surface water. The Developer reserves the right to enter upon any Unit, and reserves the right to the Association to enter upon any Unit not owned by the Developer, to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and such costs may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

(n) **Potable Water Wells.** All Units are to be serviced by individual wells for potable water to be located within the Unit boundaries. All water wells shall comply with the following restrictions imposed on this Condominium by the Livingston County Health Department:

(1) No Unit shall be used for other than residential purposes.

(2) The Co-owner of each Unit shall be responsible for the maintenance and repair of the individual potable water supply systems serving such Unit.

(3) There shall be no future subdividing of any building Units which would utilize individual on-site water supply systems.

(4) A prior plan of the Condominium was approved by the Livingston County Health Department for thirteen (13) water wells to be constructed in the Units as described in Metro Services, Inc. Site plan, Job No. 97040, last revision dated May 9, 2000.

(5) All wells shall be drilled by a licensed Michigan well driller and be drilled to a depth that will penetrate a minimum of a ten foot (10') protective clay barrier or be drilled to a minimum depth of one hundred feet (100'). The well shall be grouted the entire length of the casing.

(6) The test wells used to determine on-site water supply adequacy have been drilled on Unit 4 and 11 of the prior plan of the Condominium. If these wells are not intended for the use as a potable water supply, then these wells must be properly abandoned according to Part 127, Act 368, of the Ground Water Quality Control Act.

(7) Unless otherwise stipulated, all wells shall be located within the approved area as shown on the site plan referred to in subparagraph (4) (maintaining fifty feet (50') to the sanitary sewer line and grinder Units) which is on file with the Livingston County Health Department.

(8) There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environment, Great Lakes, and Energy ("EGLE").

(9) All restrictions placed on this residential site Condominium community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

(o) **Tree Planting. Protection and Preservation.** Two (2) canopy trees, 2.5 inches caliper or greater, shall be planted on each Unit adjacent to the front boundary line. Preservation of existing trees 2.5 inch caliper or greater within the front yard setback can be credited towards meeting the two (2) trees per Unit requirement. Trees measuring six (6") inches or more in diameter at forty-two (42") inches above ground level may not be removed without the written approval of the Developer. Prior to commencement of construction, each Unit Co-owner shall submit to the Developer a plan for the preservation of trees in connection with the construction process. The Unit Co-owner shall not commence construction unless such

plan is approved by the Developer. It shall be the responsibility of each Unit Co-owner to maintain and preserve all large trees within the Unit, which responsibility includes welling trees, if necessary.

Section 5. Alterations and Modifications of Improvements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the exterior of the dwelling located in his Unit or make changes in any of the Common Elements without the express written approval of the Board of Directors of the Association and of the Developer during the Development and Sales Period. All such alterations and modifications are also subject to the Architectural Policies and Procedures. Included among the exterior alterations and modifications requiring prior approval include, without limitation, exterior painting and the installation of lights, awnings, doors, shutters, newspaper holders, home video monitoring equipment, sculptures and statues. No assurances are provided that any such alterations or modifications will be approved.

Co-owners shall be responsible for the maintenance and repair of any modification or improvements permitted pursuant to this Section 5. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvements and shall be obligated to execute a "Modification Agreement", if requested by the Association, as a condition for approval for such modification and/or improvement.

Section 6. Activities. No unreasonably noisy activity shall occur in or on any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated in accordance with Article III of these Bylaws or otherwise shall be subject to legal enforcement, as the offended Co-owners shall elect. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his 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 offensive activity shall be carried on in any Unit or upon the Common Elements. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 7. Rules and Regulations. It is intended that the Board of Directors of 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 and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to

all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 8. 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, which shall include the right to repair utilities and provide water and/or storm water drainage for the benefit of another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his 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 Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. This provision, in and of itself, shall not be construed to permit access to the interiors of dwellings or other structures.

Section 9. Co-owner Maintenance. Each Co-owner, with respect to those improvements within his Unit that are not being maintained by the Association, shall be maintained in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the General Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other General Common Elements which are appurtenant to or which may affect any other Unit. Further, 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 his 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). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 10. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which it is responsible either to the standard established from time to time by the Association or in accordance with any of the restrictions set forth in the Condominium Documents, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any such improvements within a Unit, all at the expense of the Co-owner of the Unit. Such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. 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 nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in Article XI, Section 6 of the Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under the Condominium Documents 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 regular assessment next falling due; further, the lien for non-payment shall attach as 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. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair or replacement but shall also include such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 11. 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 other than as depicted on the site plan approved by the Township, shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), 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 the Association. The 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 reasons; and in passing upon such plans, specifications, grading or landscaping, it 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 thereof with the Condominium as a whole. The purpose of this Section is to assure that drainage patterns established by Developer are not altered by the Co-owner or his landscape architect, and to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's 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 Articles 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, at least two (2) trailers for either marketing or construction purposes, model units, advertising display signs, 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 the Developer and may continue to do so during the entire Development and Sales Period.

(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 and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation 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 the other Condominium Documents throughout the Development and Sales Period notwithstanding that it 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 or the other Condominium Documents.

Section 12. No Warranty on Existing Trees and Vegetation. THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT WHICH DIES OR SUFFERS DAMAGE DURING THE DEVELOPMENT AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN UNITS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 13. Department of Veterans Affairs Financing. To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States

Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“DVA Financing”), such provision shall not apply to any Unit that is:

- (a) encumbered by DVA Financing or,
- (b) owned by the Department of Veterans Affairs.

Section 14. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, Limited or General, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General, unless maintained within an invisible fence. 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 therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements, Limited or General. 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 may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 15. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely

prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time or, with respect to the dedicated rights-of-way, as may be permitted by Township ordinance. Notwithstanding the foregoing, Co-owners shall be entitled, once during a calendar period, to park a motor home or trailer in the Co-owner's drive 24 hours before and after its use without obtaining the prior approval of the Association. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 16. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. The Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his 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 60 days.

Section 2. Insurance. The Association, if required by the mortgagee, shall notify each mortgagee appearing in the book entitled "Mortgages of Units" 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. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 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 4. Notification of Foreclosure. The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. In the event of a tie vote, the President of the Association shall be entitled to cast the tie breaking vote.

Section 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 Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. 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 3 of this Article VIII 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 the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 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. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Unit Co-owners 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 and the electronic 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. All Co-owners participating by remote communication shall be counted towards the quorum.

Section 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. Proxies must be in writing signed by the designated voting representative and any written votes, intention to participate remotely and any electronic 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.

Section 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) or by electronic vote at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives.

ARTICLE IX

MEETINGS

Section 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 Board of Directors. 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 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 that may be created in Ore Lake Estates, 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 Board of Directors, and at least 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 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of April, or as otherwise determined by the Board of Directors, 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 ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI 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 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 not less than 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 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 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, or by electronic transmission, 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 Article VIII, Section 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 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 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 of 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 purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum

requirements; (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 member 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 (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) 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 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 be 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 waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 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.

Section 11. Remote Communications. Co-owners may participate in meetings of members of the Association by telephone conferencing or other remote communication provided that all members present at the meeting are advised of the means of remote communication and the following are met:

- (a) the identity of the person communicating remotely can be verified.
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 12. Electronic Voting. Electronic voting is permitted.

ARTICLE X

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 120 days after conveyance to purchasers 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 two (2) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson for the Committee shall be selected by the members of the Committee. 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 XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its 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. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that the Co-owners may elect the required Director. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) of the Units that may be created, two (2)

of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that the Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

(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%) 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 one (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 elapse 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 (1). 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 (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 (b) results in a right of non-developer Co-owners to elect a fractional number of members of 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 (1) Director as provided in subparagraph (1).

(4) At the First Annual Meeting, two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, one or two Directors shall be elected depending upon the number of Directors whose terms expire. 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 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 Article IX, Section 3 hereof.

Section 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 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 General Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes 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 in 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 business of the Association, and to secure the same by

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 qualified to vote.

(h) To make rules and regulations in accordance with Article VI, Section 5 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.

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

Section 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 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board 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 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 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 it 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 2(b) of this Article.

Section 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%) of all of the Co-owners qualified to vote 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 Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove 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 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within twenty (20) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further 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 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 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 ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 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 Directors.

Section 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 meetings of the Board shall be deemed a waiver of notice by him 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 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 of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' 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. All Directors participating by remote communication shall be counted towards the quorum.

Section 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 Transitional 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 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.

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty percent (60%) of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty percent (60%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

Section 16. Remote Communications. Directors may participate in meetings of the Board of directors by telephone conferencing or other remote communication provided that all directors present at the meeting are advised of the means of remote communication and the following are met:

- (1) the identity of the person communicating remotely can be verified.
- (2) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (3) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 17. Electronic Voting. Electronic voting is permitted.

ARTICLE XII

OFFICERS

Section 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, and 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. He 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 the 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 duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 he 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 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 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 of Directors, 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 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 XIII

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 XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the General 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. If the Association's annual revenues exceed twenty thousand dollars (\$20,000.00), unless the Association opts out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. 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 90 days following the end of the Association's fiscal year upon request therefor. The costs of any audit and accounting expenses shall be expenses of administration.

Section 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 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 the 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 applicable federal deposit insurer and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. Limitation of Liability of Volunteers. No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or officer except for liability arising from: (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (b) Intentional infliction of harm on the corporation, its shareholders, or members; (c) A violation of section 551 of the Michigan Non-Profit Corporation Act; (d) An intentional criminal act; and, (e)

A liability imposed under section 497(a) of the Michigan Non-Profit Corporation Act. If the Michigan Non-Profit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Michigan Non-Profit Corporation Act. No amendment or repeal of this Section 1 shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) 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 as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association 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 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 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 two-thirds (66 2/3 %) of all Unit Co-owners. No consent of mortgagees shall be required to amend these Bylaws except as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to expiration of the Development and Sales Period may be adopted or implemented without the written consent of the Developer.

Section 4. By Developer. Prior to expiration of the Development and Sales Period, these Bylaws may be unilaterally amended by the Developer without 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 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 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 XVII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of 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 XVIII

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 XIX

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 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 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, 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 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, Limited or General, or into any Unit (but not inside any dwelling), 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 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 XX of these Bylaws.

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

Section 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. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the Court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, 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 Article VIII, Section 3 of these Bylaws. The Co-owner shall have fourteen (14) days from delivery of the notice to correct the violation.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(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 and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

(e) **Subsequent Notices.** If a violation exists fourteen (14) days following the prior notice, then an additional notice requesting compliance within fourteen (14) days shall be delivered to the Co-owner in the same manner set forth in sub-paragraph (a) above.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents or after occurrence of the same violation within three (3) months of notice of the same violation, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Fifty Dollars (\$50.00) fine.
- (c) **Third Violation.** One Hundred Fifty Dollars (\$150.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** Two Hundred Dollars (\$200.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

Section 5. Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Development and Sales Period for any alleged violations of the Condominium Documents but shall be limited solely to its other legal remedies for redress of such alleged violations.

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 it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and 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. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to

apply to or cause the termination and expiration 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

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ORE LAKE ESTATES

MASTER DEED

Livingston County Condominium Subdivision Plan No. ____

This Master Deed is made and executed on this ____ day of September, 2022, by Ore Lake Development, LLC, a Michigan limited liability company, hereinafter referred to as the “Developer”, whose mailing address is 2300 Genoa Business Park Drive, Suite 160, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, by a certain Master Deed recorded on June 28, 2021 as document number 2021R-027616, the Developer’s predecessor established Ore Lake Estates as a condominium project with Livingston County Condominium Subdivision Plan No. 444, and thereafter recorded a First Amendment to Master Deed on July 15, 2021 as document number 2021R-030185, (the “Prior Condominium”) and

WHEREAS Developer subsequently acquired title to all of the condominium property, including any expandable area, and thereafter terminated the aforesaid Master Deed by recording a Termination of Condominium recorded on ____, 2022 as document number ____, and

WHEREAS, the Developer now 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 by reference), to establish the real property described in Article II below, which is only a certain part of the real property that made up the Prior Condominium but which is not entirely the same as the Prior Condominium, and which real property, together with the improvements located and to be located thereon, and the appurtenances thereto, is hereby established as a residential Condominium Project (also referred to as simply “Condominium”) under the provisions of the Act, and Developer has determined to name the Condominium Project “Ore Lake Estates” but as distinct from the Prior Condominium,

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Ore Lake Estates as a Condominium Project under the Act and does declare that Ore Lake Estates shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other 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 Ore Lake Estates, Livingston County Condominium Subdivision Plan No. _____. The Units contained in the Condominium Project, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a General Common Element. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

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

Land in the Township of Hamburg, Livingston County, Michigan, described as follows:

Part of Outlots 5 and 6 of "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", a subdivision as recorded in Liber 6 of Plats, Pages 15 and 16, Livingston County Records, and part of the Southeast 1/4 of Section 12 and Northeast 1/4 of Section 13, T1N-R5E, Hamburg Township, Livingston County, Michigan, more particularly described as follows: Commencing at the South 1/4 Corner of said Section 12; thence along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E 1024.59 feet, to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North-South 1/4 line of said Section 12, as monumented, N 00°29'09" E (previously recorded as N 01°08'32" E by Patrick L. Benton), 292.33 feet; thence along the South line of "PARTRIDGE POINTE", Livingston County Condominium Subdivision Plan No. 52, N 89°34'37" E, 1326.46 feet (previously recorded as 1326.32 feet) to a found iron pipe; thence continuing along the South line of said "PARTRIDGE POINTE", N 89°39'39" E, 947.69 feet; thence N 89°39'13" E, 173.66 feet (recorded as N 89°51'48" E 173.61 feet), thence along the centerline of Hammel Road (66 foot wide Right of Way), S 58°11'30" E (recorded as S 57°59'40" E), 24.14 feet; thence S 03°33'47" W, 37.46 feet (recorded as S 03°42'24" W, 37.48 feet); thence along the southerly Right of Way line of Hammel Road, N 58°11'30" W (recorded as N 57°59'40" W), 27.82 feet, to a point on the Westerly Right of Way line of Mohican Drive (50 foot wide Right of Way); thence along the Westerly Right of Way of Mohican Drive, S 03°30'54" W, 279.89 feet (recorded as S 03°42'24" E 291.87 feet); thence along the Northerly line of Outlot 5 of "Supervisors Plat of Ore Lake Sub'n., as recorded in Liber 6 of Plats, Page 15, Livingston County Records, N 89°28'19" W, 170.13 feet (recorded as N 89°34'00" W, 170.22 feet); thence N 03°29'53" E (recorded as N 03°30'46" E), 163.56 feet, thence S 89°39'39" W, 189.13 feet, thence S 14°54'06" E 171.32 feet, thence S 36°11'25" W, 97.46 feet, thence S 57°02'41" W, 34.47 feet; thence S 12°46'57" E, 53.85 feet; thence S 55°42'08" E, 47.17 feet; thence along an arc left, having a length of 162.92 feet (recorded as 162.94 feet), a radius of 475.00 feet, a central angle of 19°39'07" (recorded as 19°39'13"), and a long chord which bears S 65°31'42" E, 162.12 feet (recorded as S 65°31'45" E, 162.14 feet); thence S 75°21'15" E, 112.83 feet (recorded as 112.82 feet); thence along the East line of Outlot 5 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of Mohican Drive (50 foot wide Right of Way), S 17°39'01" W (platted as S 17°33' W), 90.09 feet to a found

concrete monument; thence continuing along the East line of said Outlot 5 and the West line of said Mohican Drive, S 02°26'55" E, 535.61 feet (platted as S 02°31' E, 535.76 feet and previously recorded as S 02°26'33" E, 535.61 feet) to a found concrete monument; thence continuing along the East line of Outlot 5 and 6 of said "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." and the West line of said Mohican Drive, S 17°19'11" W, 291.83 feet (platted as S 17°20' W, 295.63 feet); thence along the South line of said Outlot 6, the following six (6) courses: 1) N 61°21'00" W (platted as N 61°33' W), 44.65 feet; 2) N 89°10'01" W, 692.57 feet (platted as N 89°25' W, 692.00 feet); 3) N 00°26'39" W (platted as N 00°35' E), 10.00 feet; 4) N 89°10'01" W, 50.12 feet (platted as N 89°25' W, 50.00 feet); 5) S 00°26'39" E, 9.47 feet (platted as S 00°35' W, 10.00 feet); 6) N 89°10'01" W (platted as N 89°25' W), 45.00 feet; thence along the West line of said Outlot 6, N 00°29'32" W, 121.54 feet (platted as N 00°35' E, 129.43 feet); thence along the South line of said Outlot 5 and the common line between Section 12 and 13, as monumented, S 89°50'23" W, 80.08 feet; thence along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 212.89 feet to Traverse Point "A", a point which lies 60 feet, more or less, North of the water's edge of Ore Lake; thence continuing along the East line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 00°39'31" E, 1112.32 feet to a point in Ore Lake; thence along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 13, S 89°51'16" W, 277.12 feet to a point in Ore Lake; thence N 00°38'53" W, 998.42 feet to Traverse Point "C", a point which lies 60 feet, more or less, North of the water's edge of Ore Lake, said point being the endpoint of an intermediate traverse line which begins at aforementioned Traverse Point "A" and having the following course of S 67°25'27" W, 298.50 feet to said Traverse Point "C"; thence continuing N 00°38'53" W, 87.50 feet; thence N 17°09'40" W, 573.96 feet; thence N 08°53'39" W, 315.23 feet; thence N 31°48'54" W, 258.28 feet; thence S 89°32'38" W, 80.00 feet; thence S 59°13'28" W, 294.96 feet; thence N 30°46'32" W, 132.00 feet; thence N 54°36'23" W, 386.32 feet, to the POINT OF BEGINNING, containing 63.91 acres, more or less, and subject to the rights of the public over the existing Hammel Road and including the use of Mohican Drive. Also subject to any other easements or restrictions of record.

Tax Item No. [TBD] part of 15-13-204-900 and part of 15-13-204-901

Together with and subject to all other easements and restrictions of record which may be applicable and all governmental limitations. Developer further reserves herein the right to extract minerals, oil, gas, timber, water, and/or other naturally occurring resources under the surface of the land described in this Article II, or portions thereof.

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, and any rules and regulations of the Ore Lake Estates Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Ore Lake Estates as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Arbitration Association. “Arbitration Association” means the American Arbitration Association or its successor.

Section 3. Association. “Association” means Ore Lake Estates Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 4. Bylaws. “Bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) 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 5. Common Elements. “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and other rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, licenses, rights and appurtenances belonging to Ore Lake Estates as described above.

Section 8. Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” each mean Ore Lake Estates as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. “Condominium Subdivision Plan” means Exhibit B hereto.

Section 10. Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed which shall describe Ore Lake Estates as a completed Condominium Project and shall reflect the entire land area in the Condominium that may have changed due to the withdrawal of land from and the addition of land to the Condominium and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if any. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 11. Co-owner or Owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “Co-owner”.

Section 12. Development and Sales Period. “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns

any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a five mile radius of the Condominium.

Section 13. Developer. “Developer” means Ore Lake Development, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such term is used in the Condominium Documents. Developer as used herein shall not, however, include the term “Successor Developer” as defined in Section 135 of the Act.

Section 14. First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held in the Developer’s sole discretion after 50% of the Units which may be created are conveyed, or (b) shall be held within (i) 54 months after the date of the first conveyance of any Unit, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 15. Township. “Township” shall mean the Township of Hamburg, Michigan.

Section 16. 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 17. Unit or Condominium Unit. “Unit” or “Condominium Unit” each mean the space constituting a single complete Unit in Ore Lake Estates as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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 shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS. OFF-SITE FACILITIES. MAINTENANCE, REPAIR AND REPLACEMENT

The Common Elements of the Condominium, described in Exhibit “B” attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) **Land and Roadways.** The land described in Article II hereof, including the paved roadway identified as Venice Court (and reserving to Developer and its assigns an easement over

Venice Court, below) as depicted on Exhibit “B” hereto, and other common areas, when included as a part of the Condominium (subject to the rights of the public, if any, over any portions of rights-of-way). Ingress and egress to the Condominium to and from a public road is over private off-site Mohican Drive pursuant to the easement described in Article XI, Section 2(a). hereinbelow.

(b) **Wetlands, Open Space Areas, Ponds and Nature Trails.** The wetland areas which are not contained within any Units, the Open Space Areas, ponds and nature trails throughout the Condominium, as depicted on Exhibit “B” hereto. Pursuant to the Hamburg Township Zoning Ordinance, Section 14.1.4.H, all Common Element land contained within this Condominium which is not devoted to a residential Unit, an accessory use, vehicle access, vehicle parking, roadway, drive and an approved land improvement are deemed the “Open Space Areas” and shall only be used for recreation, conservation or agricultural uses, or preserved in an undeveloped state, subject to further restrictions as set forth in this Master Deed, the Bylaws (Exhibit “A” to the Master Deed) and in rules and regulations promulgated from time to time by the Board of Directors pursuant to Article VI, Section 7 of the Bylaws (Exhibit “A” hereto), including restrictions (i) through (v) hereinbelow as set forth in the aforementioned Ordinance. In the event that the Developer’s rights set forth in Article VII and IX are exercised and another Unit is added to the Condominium, the portion of the Open Space, if any, upon which the Unit is located shall cease to be Open Space within the meaning of this provision.

(i) No dumping or storing of any material or refuse in the Open Space;

(ii) No activity that may cause risk of soil erosion or threaten any living plant material;

(iii) No cutting or removal of live plant material except for removal of dying or diseased vegetation;

(iv) No use of motorized off road vehicles; and

(v) No cutting, filling or removal of vegetation from wetland areas.

The above restrictions (i) through (v) shall not be deemed to prohibit mowing of those certain Open Space Areas which heretofore from time to time have been mowed to promote the nature trails located within the Condominium, all as depicted on Exhibit “B” hereto.

(c) **Parking Area, if Constructed.** Any parking area near the lake and canal area, if constructed.

(d) **Ore Lake, Ore Canal and Ore Creek.** Those portions of Ore Lake, Ore Canal and Ore Creek as are partially located within the boundaries of the Condominium Project, as depicted on Exhibit “B” hereto, subject to rights of the public and abutting riparian owners in the Canal abutting the Condominium property; rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fisheries in any portion of the land comprising the bed of Ore Lake and the Creek, or land created by fill or artificial accretion; the nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Ore Lake and Creek. Ore Lake, the Canal and the Creek consist of open water and, at certain times of the year, “emergent water”, i.e., water with emergent vegetation; accordingly, the water elevation and, consequently, the shorelines of Ore Lake, the Canal and the Creek will vary based on the time of the year.

(e) **Storm Water Drainage System and Detention Basins.** The storm water drainage system throughout the Project including the two (2) detention basins as depicted on Exhibit “B” hereto, also including, without limitation, the stone sedimentation filters, outlet and/or outfall structures and concrete culvert(s).

(f) **Common Landscaping.** The landscaping throughout the Condominium located outside of the boundaries of the Condominium Units.

(g) **Entrance Structures, Signage and Improvements; Street Identification and Traffic Control Signs.** The structures, signs and other improvements that identify the Condominium, together with all street identification and traffic control signs within the Condominium.

(h) **Electrical.** The electrical transmission system throughout the Condominium including that contained within each Unit to the extent that the portion within the Unit is a line that also services other Units. Units 2 through 7 contain a portion of the twelve foot (12’) wide easement granted (or to be granted) to DTE Energy, or its successors or assigns, for access, maintenance, repair and replacement of the electrical system, as depicted on Exhibit “B” hereto.

(i) **Telephone.** The telephone and cable television wiring networks, if any, throughout the Condominium that are contained within each Unit to the extent that the portion within the Unit is a line that also services other Units.

(j) **Gas.** The gas distribution system throughout the Condominium up to the point where the service is stubbed for connection within the Unit boundaries. Leads connecting utility mains to residences built within Units are not Common Elements.

(k) **Sanitary Sewer.** The sanitary sewer system throughout the Condominium up to the point where the service is stubbed for connection within the Unit boundaries. Leads connecting sanitary sewer mains to residences built within Units are not Common Elements. The Township shall have an easement over the Condominium as described in Article XI, Section 3(c) hereinbelow.

(l) **Other.** Such other elements of the Condominium 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 necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, 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 and equipment, and the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners’ interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) **Mailboxes and Posts.** Each individual postal mailbox and the post to which one or more mailboxes are attached is a Limited Common Element appurtenant to the Unit(s) which the mailbox serves.

(b) **Wells and Pumps.** Each well and pump servicing a Unit shall be limited in use to the Unit it services.

(c) **Grinder Pumps,** Each grinder pump shall be limited in use to the Unit it services.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and any off-site facilities are as follows:

(a) **Roadways and Off-Site Mohican Drive.** The private Venice Court roadway as referred to in Section 1(a) hereinabove, shall be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadway on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event the Association fails to provide adequate maintenance, repair or replacement of the private roadway, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies in maintenance, repair or replacement be cured within a stated reasonable time period. Following such notice, and an opportunity to be heard before the legislative body, or a designate thereof, the Township may undertake such maintenance, repair, or replacement and the cost thereof, plus a twenty-five percent (25%) administrative fee, may be billed to the Association as a whole and, if not promptly paid, assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall also pay its proportionate share of the costs of repair, maintenance and snow removal of Mohican Drive, as described in Article XI, Section 2(a) hereinbelow, which shall be a cost of administration allocated among all of the Co-owners as provided in Article II of the Bylaws (attached hereto as Exhibit "A").

(b) **Wetlands, Open Space Areas, Ponds and Nature Trails.** The responsibilities for maintenance, repair and replacement of the General Common Element wetlands, the Open Space Areas, ponds and nature trails shall be borne by the Association. The nature trails, as depicted on Exhibit "B" hereto, shall be mowed by the Association as needed to ensure their accessibility. If the Township determines that the Association, at any time, has failed to maintain the Open Space Areas in a reasonable order and condition, or if the condition of the Open Space Area shall at any time be a public nuisance, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Open Space Areas in reasonable condition and said notice shall include a demand that the deficiencies in maintenance be cured within a stated reasonable time period and, further, shall state the date and place of a hearing thereon before the Township Board or such other board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within the time set forth in the notice. At such hearing, the Township may modify the terms of the original notice. If such failures shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the Units in the Condominium and to prevent the Open Space Areas from becoming a public nuisance, may enter upon said Open Space Areas and maintain the same for a reasonable period of time. Said maintenance by the Township shall not constitute a taking of the Open Space Areas nor vest in the public any right to use same. Before the expiration of the reasonable period of time during which the Township is maintaining the Open Space Areas, the Township shall, upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the residents of the Condominium at which the Association and/or the residents of the Condominium shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding period of time. If the Township shall determine that the Association is ready and able to maintain the Open Space Areas in reasonable condition, the Township shall cease to maintain the Open Space Areas at the end of the time period. If the Township shall

determine that the Association is not ready and able to maintain the Open Space Areas in a reasonable condition, the Township may, in its discretion, continue to maintain said Open Space Areas during the next succeeding time period and, subject to similar hearings and determination, thereafter. The costs of such maintenance, the cost of notices and hearing by the Township plus an administrative fee of twenty-five percent (25%) may be billed to the Association as a whole and, if not promptly paid, assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

(c) **Ore Lake, Ore Canal and Ore Creek.** The responsibility for maintenance, repair and replacement of those portions of Ore Lake, Ore Canal and Ore Creek as are contained within this Condominium, as depicted on Exhibit "B" hereto, shall be borne by the Association subject to governmental requirements over riparian bodies of water. The navigability of the water bodies, particularly Ore Canal and Ore Creek, may not be possible from time to time due to the changing levels of the water tables and/or other natural obstructions. Neither the Association, the Developer, or their respective agents, attorneys, employees, representatives, managers, officers, successors or assigns, shall be responsible for any loss, damage or injury of any kind or nature to any person or property arising out of the authorized or unauthorized use of Ore Lake, Ore Canal and/or Ore Creek, it being understood that ALL PERSONS UTILIZING THE BODIES OF WATER DO SO AT THEIR OWN RISK AND ASSUME ALL RESPONSIBILITY FOR SAME. All Co-owners, their residents, tenants, non-Co-owner occupants, licensees, invitees and guests in the Condominium release, defend, indemnify and hold harmless the Association, the Developer, and their respective agents, attorneys, employees, representatives, managers, officers, successors or assigns, from any and all losses, damages, injuries and claims to damages in any way arising from or incident to the existence or use of Ore Lake, Ore Canal and/or Ore Creek, and all Co-owners covenant not to sue the Association, the Developer, or their respective agents, attorneys, employees, representatives, managers, officers, successors or assigns, for such damages.

(d) **Storm Water Drainage System and Detention Basins.** The responsibility for maintenance, repair and replacement of the storm water drainage system and the two (2) detention basins, including, without limitation, the stone sedimentation filters, outlet and/or outfall structures and concrete culvert(s) and drainage pipes, referred to in Section 1 (e) above, shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair or replacement of the detention basin system or the storm water drainage system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies in maintenance, repair, or replacement be cured within a stated reasonable time period. Following such notice, and an opportunity to be heard before the legislative body, or a designate thereof, the Township may undertake such maintenance, repair, or replacement and the cost thereof, plus a twenty-five percent (25%) administrative fee, may be billed to the Association as a whole and, if not promptly paid, assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll.

(e) **Mailboxes and Posts.** The responsibility to maintain, repair and replace each Limited Common Element postal mailbox and the post to which one or more boxes are attached shall be borne by the Association and the cost thereof shall be a cost of administration. The Association shall have an easement over and through the Unit for access to the mailbox and post to fulfill its responsibilities set forth herein. Any damage caused to the mailbox or post by the Co-owner, resident, tenant, guest or invitee of the Unit or any other Unit which the mailbox services shall be assessed to the responsible Co-owner and collected in accordance with the provisions of Article II of the Bylaws (attached hereto as Exhibit "A").

(f) **Wells and Pumps and Grinder Pumps.** The responsibility to maintain, repair and replace each Limited Common Element well and pump, and grinder pump, shall be borne by the Co-owner of the Unit serviced by same.

(g) **Expanding Association Responsibilities.** The Association may also administer any repair or replacement of structures or other items located within the Units or their Limited Common Elements upon the signed petition of a majority of the Co-owners entitled to vote, and upon acceptance by the Board of Directors, by obtaining one or more bids for the required work and notifying the Co-owners benefitting from such work of the amount of the assessment that shall be levied for the costs of such work. The Association shall have no obligation to cause any repair or replacement work on a Unit and/or Limited Common Elements to be performed until the levied assessment (or the first installment thereof, if the Association determines that an installment plan is appropriate and fiscally sound) is paid in full by the Co-owners of the Units which are benefitting from said work. Any costs or assessments imposed by the Association on any Unit in the Condominium pursuant to this subsection shall be a lien on the Unit(s) assessed as provided in Article II of the Bylaws (Exhibit "A" to the Master Deed).

(h) **Residential Structures, Improvements and Landscaping.** Separate residential structures, improvements and landscaping are intended to be constructed, or planted, as the case may be, upon the Units depicted on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed). No more than one residence shall be constructed upon a Unit. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of the residential structure, improvements, and landscaping shall be borne by the Co-owner of the Unit upon which same is constructed or planted. A residential structure and all improvements and landscaping upon a Unit shall conform in all respects to the architectural and building specifications and use restrictions as provided in Article VI of the Bylaws (Exhibit "A" to the Master Deed), the rules and regulations, if any, of the Association and applicable ordinances of the Township.

(i) **Utilities.** Unless owned by the local public authority or utility company, that portion of the electrical, telephone, gas, sanitary sewer, and any other utility lines, leads and pipes extending from the General Common Element connection, as described in Section 1(h), (i), (j), and (k) hereinabove, shall be the responsibility of the Co-owner of the Unit upon which same is or is to be located, to install, contract for service thereof, and to pay all costs in connection with said installation, connection, service, usage, maintenance, repair and replacement.

(j) **Other Common Elements.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.

(k) **Public Utilities.** Public utilities furnishing services such as electricity, gas and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing structures on any Unit of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-owners.

Section 4. Use of Units, Residential Structure, and Common Elements. No Co-owner shall use his Unit, residential structure, or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. All Units, residential structures, and improvements thereon shall comply with the terms, provisions and condition of this Master Deed, Bylaws and other Condominium Documents.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Ore Lake Estates as prepared by Boss Engineering and attached as Exhibit B hereto. Each Unit is designated as a separate residential building site to contain a dwelling and related appurtenances and shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Ore Lake Estates shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association (which voting shall be in accordance with Article VIII, Section 1 of the Bylaws.) The total value of the Project is 100%.

ARTICLE VI SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the prior approval of the Township in accordance with the final approved site plan for the development, amendments thereto, and all applicable laws and ordinances, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to

the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. 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 and to any proportionate reallocation of percentages of value of Units which Developer or its successors 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. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake, subject to the prior approval of the Township, the final approved site plan, amendments thereto and all applicable laws and ordinances:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment and shall obtain the approval of the Township in accordance with all applicable laws and ordinances. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Livingston County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment and shall obtain the approval of the Township. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Livingston County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

ARTICLE VII CONVERTIBLE AREAS

Section 1. Convertible Areas. The Developer intends to develop the Units in the Condominium as indicated on the Condominium Subdivision Plan (Exhibit "B" hereto). However, the Developer hereby reserves the right, subject to the approval of the Township in accordance with the final approved site plan, amendments thereto, and all applicable laws and ordinances, to convert all areas designated as a Unit, the General and Limited Common Element areas, as the need arises, in order to create an additional residential Unit, to create additional Common Elements, including, without limitation, parking spaces, to make reasonable changes to the types, sizes, location, and configuration of

Units, Limited Common Elements and/or General Common Elements,, to convert all or any portion of the parcel depicted as “Convertible Area” on the Exhibit “B” attached hereto, if any, to a Condominium Unit and/or to Limited or General Common Elements (as provided in Article VI hereinabove), and to increase or decrease the immediately adjacent common area sizes accordingly. Any structure constructed on the added residential Unit within the Convertible Area may not be compatible with other structures constructed upon the residential Condominium Units in the Condominium Project; however, the dwelling structure will be a single family residential style structure which will be used as a residence and/or for Condominium management purposes. The Developer further hereby reserves the right to create additional Limited Common Elements within any portion of the Condominium and/or to designate those Common Elements therein which may be subsequently assigned as Limited Common Elements.

Section 2. The Developer’s Right to Modify Units and/or Common Elements. Subject to the prior approval of the Township of Hamburg in accordance with the final approved site plan, amendments thereto, and all applicable laws and ordinances, Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to undertake the conversions described in Section 1 above and to enlarge, extend, diminish and/or relocate Units and the residences located therein; and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan and to undertake all other conversions described in Section 1 above. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and extensions of dwellings and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension, such as a garage, may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Developer’s Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Development and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion and as approved by and in accordance with the final approved site plan, amendments thereto and all applicable laws and Township ordinances.

ARTICLE VIII CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 7 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 than described above by withdrawing from the Condominium all or any portion of the land described in Article II.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a

period ending no later than six years from the date of recording this Master Deed or longer as permitted by the Act subject to the final approved site plan for the development, amendments thereto, and all applicable laws and ordinances, be contracted to any number determined by the Developer in its sole judgment.

Section 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 described in Article II as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Any such contraction is subject to the prior approval of the Township of Hamburg.

ARTICLE IX EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. Ore Lake Estates is an “Expandable Condominium” under the Act which may be expanded to include any land owned by the Developer and adjacent to the real property described in Article II.

Section 2. Increase in Number of Units. No additional Units are contemplated to be created within the area of future development.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the real property described in Article II and established by this Master Deed; the Developer may, in its discretion, establish all or a portion of said area of future development as 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 to the Condominium Project all or any portion of the area of future development described in this Article IX, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE X OPERATIVE PROVISIONS

Any conversion, contraction or expansion in the Project pursuant to Articles VII, VIII and IX above shall be governed by the provisions set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion, contraction or expansion of 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 in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such 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. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform

in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provided that either an amendment to the Master Deed or a Consolidating Master Deed depicting the modified Unit, is ultimately recorded as required by the Act and this Master Deed.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel(s) being added to or withdrawn from 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.

Section 3. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 10 of this Master Deed) shall be recorded pursuant to the Act 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 4. 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 Articles VII, VIII and IX 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 rerecording 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 5. To the extent the site plan is modified to achieve the changes reserved in Articles VII, VIII and IX above, prior Township approval is required.

ARTICLE XI EASEMENTS

Section 1. Easements 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 movement 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. This Section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, any Units described in this Master Deed that are comprised of land and/or airspace above and/or below said land without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement. There shall be easements to, through and over the Units and the Common Element land for the continuing maintenance and repair of water mains and laterals, sanitary sewers, the storm water management system (which shall include both surface drainage from adjacent portions of the Condominium and, where applicable, an easement for natural storm water detention and retention up to the spillover elevation on the low portion which remains after the construction of a dwelling upon and the final grading of the Unit) and other utilities.

Section 2. Road Easements Over Condominium and Off-Site Mohican Drive. and Reservation of Dedication Rights.

(a) **Mohican (Private Access) Drive.** A permanent, non-exclusive easement for ingress and egress to the Condominium from a main public road has been granted over Mohican Drive by the owner of the private road, Ore Lake Resorts Country Club Association, pursuant to a recorded Agreement, which is recorded at Liber 2575, Pages 889 - 896, inclusive, Livingston County Records (hereinafter "Mohican Drive Agreement"). Said Mohican Drive is a private road which is not maintained by the County Road Commission which is also used by the lot owners of said Subdivision. The Mohican Drive Agreement refers to "Venice Court" as "Lakeview Drive." Neither this Association or Ore Lake Resorts Country Club Association shall permit any obstruction or condition to exist on Mohican Drive which prohibits access to Mohican Drive from either Branch Drive or Venice Court. Ore Lake Resorts Country Club Association will repair and maintain, including snow clearance, Mohican Drive, the costs of which will be shared with this Association. The cost sharing shall be determined by a fraction, the numerator of which is the length of Mohican Drive, from Hammel Road to the south line of Venice Court, and the denominator of which is the full length of Mohican Drive, as it may be constituted. After the conclusion of each calendar year, this Association is required to remit, within sixty (60) days of receipt of a statement by Ore Lake Resorts Country Club Association, its portion of the road expenditures. This Association has the right to review the records and bills of Ore Lake Resorts Country Club Association on which its annual statements are based. This Association shall obtain liability insurance coverage for Mohican Drive, in accordance with the Mohican Drive Agreement and Article IV of the Bylaws (Exhibit "A" hereto).

(b) **Easement Retained by Developer Over Roads and Other Common Elements.** Developer reserves for the benefit of itself, its affiliates, successors and assigns, and all future owners of the land that may be added to this Condominium from time to time as provided in Article IX hereinabove, or as may be withdrawn from time to time as reserved in Article VII above, a permanent easement for the unrestricted use of all roads in the Condominium, including Venice Court and off-site Mohican Drive, for the purpose of ingress and egress to and from all or any portion of the land that may be added to this Condominium from time to time as provided in Article IX hereinabove, or as may be withdrawn from the Condominium pursuant to Article VIII hereinabove, and to and from any land appurtenant to or in the vicinity of the Condominium which is now owned or hereinafter acquired by the Developer, its affiliates, or their successors or assigns. All expenses of maintenance, repair, replacement and resurfacing of any roadway or drive referred to in this Article XI, Section 2(b) shall be shared by this Condominium and any developed portions of the land that may be added to this Condominium from time to time as provided in Article IX hereinabove, or as may be withdrawn from the Condominium from time to time as reserved in Article VIII above and any dwelling on said land appurtenant to or in the vicinity of the Condominium, as referred to above, and, and whose closest means of access to a public road is over such road(s) or drive, via Mohican Drive, or such other road as may be constructed at any future time. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses (to be paid as a cost of administration by the Association), which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all of the dwellings in any land that may be added to this Condominium from time to time as provided in Article IX hereinabove, or as may be withdrawn from time to time as reserved in Article VIII above and any dwelling on said land appurtenant to or in the vicinity of the Condominium, as referred to above, which lie outside this Condominium and whose closest means of access to a public road is over such road(s) or drive, via Mohican Drive, or such other road as may be constructed at any future time.

(c) **Emergency Service Road Easement.** Developer hereby grants, for the benefit of the Developer, the Co-owners, the Township of Hamburg or any emergency service agency, and the Association an easement over all roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, and other lawful governmental or private emergency

services to the Condominium and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or drive to the public.

(d) **Reservation of Right to Dedicate Public Right-of-Way Over Roadway or to Transfer Title.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over the roads in the Condominium Subdivision Plan, or to transfer title to such roads to the local public authority. Any such right-of-way dedication or transfer of title may be made by the Developer or the Association, as the case may be, without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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 or transfer of title. This right of dedication and transfer of title in no way whatsoever obligates the Developer to construct or install the roads in the Condominium Subdivision Plan in a manner suitable for acceptance of such dedication by the appropriate municipal authority. Notwithstanding anything set forth herein, and prior to and until such times as the General Common Element roadways may be dedicated to and accepted by a local public authority, general ingress and egress access by the general public shall be permitted over the General Common Element roadways and adjacent sidewalks.

Section 3. Utility Easements.

(a) **Easement Retained by Developer to Tap Into Utilities and Detention Basins and for Surface Drainage.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land that may added to this Condominium pursuant to Article IX hereinabove, including any land which may be withdrawn from time to time as reserved in Article VIII above, and any land appurtenant to or in the vicinity of the Condominium which is now owned or hereinafter acquired by the Developer, its affiliates, or their successors or assigns, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains and/or the detention basins located on the Condominium Premises, to the extent permitted by the Department of Environment, Great Lakes, & Energy or its successor governmental agency, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises and/or the detention basins, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains and/or the detention basins described in this Article XI, Section 3 shall be shared by this Condominium and any land that may added to this Condominium pursuant to Article IX hereinabove, including any land which may be withdrawn from time to time as reserved in Article VIII above, and any land appurtenant to or in the vicinity of the Condominium which is now owned or hereinafter acquired by the Developer, its affiliates, or their successors or assigns which are served by such utility mains or detention basins. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses (to be paid as a cost of administration by the Association), which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of Units with completed residential structures in this Condominium,

and the denominator of which is comprised of the number of such Units plus all completed dwellings on any land that may added to this Condominium pursuant to Article IX hereinabove, including any land which may be withdrawn from time to time as reserved in Article VIII above, and any land appurtenant to or in the vicinity of the Condominium which is now owned or hereinafter acquired by the Developer, its affiliates, or their successors or assigns, which are serviced by such utility mains and/or detention basins; provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to the utility mains and the detention basins and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located in the Condominium and by the owner or owners, or any association of owners, as the case may be, of any land that may added to this Condominium pursuant to Article IX hereinabove, including any land which may be withdrawn from time to time as reserved in Article VIII above, and any land appurtenant to or in the vicinity of the Condominium which is now owned or hereinafter acquired by the Developer, its affiliates, or their successors or assigns upon which are located the Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in a portion or all of the land withdrawn from time to time as reserved in Article VII above. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium Premises under the provisions of this Article XI, Section 3(a), shall not impair the surface drainage in this Condominium.

(b) **Township Easement for Sanitary Sewer.** Pursuant to a Perpetual Irrevocable Non-Exclusive Sanitary Sewer Easement Grant and Agreement, recorded at Instrument No. 2006R-025842, Livingston County Records, and a second Perpetual Irrevocable Non-Exclusive Sanitary Sewer Easement Grant and Agreement recorded in Instrument No. 2006-032320, Livingston County Records, the Township has been granted an easement to install, connect, and maintain the Hamburg Township Sanitary Sewer System ("HTSSS"), including grinder pump and utility easements, over, under and across the Common Elements and the Units. This Condominium will be responsible for the continuing operating and maintenance charges and any other rates or charges for use of the HTSSS which shall constitute a special assessment lien on the Condominium for any unpaid amounts that may become due and owing, together with penalties and interest, and the delinquent special assessments may be placed on the property tax roll allocated to each Unit, subjecting said Condominium and the Units herein to tax sale and disconnection from the HTSSS for non-payment.

Section 4. Reservation of Right to Grant Easements for Utilities. The Developer reserves the right at any time until two (2) years following the Development and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the 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 by the Livingston County Register of Deeds. 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 required to effectuate the foregoing grant of easement or transfer of title.

Section 5. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), 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 so long as the Development and Sales Period has not expired.

Section 6. Township, Association, and Developer Easements Over Common Elements and Condominium Units. There shall be easements to and in favor of the Township of Hamburg, the Developer, its agents, successors and assigns, the Association, and its officers, directors, agents and designees, and all public or private utilities in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings constructed within the Project as may be necessary to fulfill any responsibilities of maintenance, decoration, repair, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium, and, further, for the Developer, its agents, successors and assigns, to develop, construct upon, operate and market any Units within the Condominium. Said easement over and across the Common Elements and each of the Units shall also include the right of the Township to construct, maintain, operate, repair, improve, or replace a centralized water system, if any, and/or a sewer system. The Township's right to use the easement is conditioned upon the Township's agreement upon completion of the installation of a water supply system, if any, and/or the sewer system, to restore any areas of the Common Elements disturbed by the Township to a like condition which existed prior to commencement of the Township's construction and maintenance activities. At the time of execution of this Master Deed the Township does not have plans to install a municipal water system. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including the driveway, and for lawn mowing and maintenance of landscaping. In the event that a co-owner fails or neglects to maintain the exterior structural components of the dwelling constructed within Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as required by this Master Deed, the Bylaws (Exhibit "A" hereto), or as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article VI, Section 6 of the Bylaws, or fails to mow the lawn or otherwise maintain the landscaping within the Unit boundaries, the Association, and/or the Developer during the Development and Sales Period, shall be entitled to effect such maintenance to the Unit and/or such maintenance of landscaping, including, without limitation, tapping into the water spigot(s) located within the Unit, and to assess the Co-owner the costs thereof as provided hereinbelow. Neither the Township, the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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 installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of 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 assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 7. Utility Easements Over Units. Easements for the construction, installation and maintenance of public utilities, and for drainage and detention facilities, are reserved over, under and across the Common Elements and the Condominium Units, as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). DTE Energy, or its successors or assigns, has been (or will be) granted a twelve foot (12') wide easement over the Condominium property, including but not limited to the Units and Venice Court, for access, maintenance, repair and replacement of the electrical system,

as depicted on Exhibit "B" hereto. Within all of the foregoing easements, unless the necessary approvals are obtained from the appropriate municipal authority and except for paving necessary for the driveway constructed upon each Unit, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the Co-owner in the finished grade of any Unit once established by the builder upon completion of construction of the residence thereon. The easement area of each Unit and all improvements in it shall be maintained in a presentable condition continuously by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface on which easements are retained or granted within the Co-owners Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

Section 8. Telecommunications Agreements and Security. 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 or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. 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 any 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 within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Development and Sales Period and, thereafter, the Association.

Section 9. Sharing of Expenses. For purposes of this Article XI, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and any dwellings added to the Condominium as provided in Article IX hereinabove, and/or the dwellings in the land withdrawn from time to time as reserved in Article VIII above, shall include only those Units on which a dwelling has been constructed for which a certificate of occupancy has been issued by the Township.

Section 10. Private Well for Water Required on Each Unit. At the time of recording this Master Deed, public water was not available to the Condominium. Each Unit is to be served by a private water well which shall be installed within the Unit at the sole expense of the Co-owner. It is possible at some future date, however, that public water may become available to part or all of the Condominium, in which event such utilities may be installed within the Common Elements and Units in accordance with easements created for such purposes under this Article XI. In the event that public water is made available to the Condominium at a future date whether by the Developer or by a local governmental body, then all water wells (including water well piping and pumps) shall be abandoned by the Co-owner thereof at the Co-owner's sole expense, within one (1) year after the public water service is available (or sooner

if required by the Developer or by the appropriate governmental body having jurisdiction over such utilities), and the Condominium shall be connected to the public water service; provided, however, that no Co-owner shall be required to tie into such system unless the public water system has been extended to within one hundred feet (100') of the Co-owner's Unit or unless the Co-owner is required to tie into such system by the Developer during the Development and Sales Period, by the Association thereafter, or by the appropriate governmental body having jurisdiction over such water system, or unless otherwise required by applicable law, ordinance, or regulation. Each Co-owner shall bear the expense of extending, tapping, tying into, enlarging, installing equipment, and otherwise connecting (and all the costs of the utility service thereafter provided) to such utility system that services that Co-owner's Unit.

Section 11. Conservation Easement. The Developer, or its successors or assigns, reserves the right at any time during the Development and Sales Period, to reserve, grant or convey a conservation easement over the General Common Element wetland areas as depicted on Exhibit "B" hereto and/or Open Spaces as defined in Article IV hereinabove. Said easement may be granted to the Township and/or the State of Michigan Department of Environment, Great Lakes & Energy ("EGLE"), its successors or assigns, in the form and containing such requirements as may be stipulated by the Township and/or EGLE, or its designee, and be recorded in the Livingston County Records. This Condominium Project, all Condominium Units, the Co-owners and the Condominium Association shall be benefitted and burdened by the proposed conservation easement which will attach to the title of the land and be binding upon and inure to the benefit of the Developer, the Condominium Association, the Co-owners of the Units, the Township and/or EGLE and their respective heirs, successors and assigns.

The purpose of the conservation easement may be to ensure protection of said lands. If the Conservation Easement is granted, the Township and/or EGLE, or its authorized employees and agents, may enter upon and inspect the conservation easement areas to determine whether they are being maintained in compliance with the terms of the Conservation Easement, and the terms of the Conservation Easement may be enforced by the Township and/or EGLE by either an action at law or in equity and shall be enforceable against the Condominium Association and/or a Co-owner or Co-owners.

Section 12. Trail System. Pursuant to agreement with the Township, the Developer hereby reserves for the benefit of the members of the general public of the Township of Hamburg the right to use the trail system located in the Open Space so long as persons do not disturb the peace or conduct themselves in a manner which interferes with the reasonable use of the trail system by the Co-owners for whose use and benefit the trail system has been primarily established. The Association may also make reasonable rules and regulations concerning admittance to the trail system in the Open Space by members of the general public subject, however, to any required approval by the Township.

Section 13. Grant of Easement to Adjacent Landowners Over this Condominium. Pursuant to a Perpetual Irrevocable Non-Exclusive Sanitary Sewer Easement Grant and Agreement from the adjacent landowner over the Condominium, recorded at Instrument No. 2006R-025842, Livingston County Records (the "Instrument"), the Developer has granted a permanent, non-exclusive easement to the owner from time to time of the land identified therein (hereinafter "Grantee") over the General Common Element roadway, Open Space Areas, ponds, nature trails, any recreational lake front area, lake, canal and creek within the Condominium for the recreational use and enjoyment of said Grantee and for Grantee's tenants, guests and invitees, all as described in the recorded Instrument. These easement rights run with the land and attach to any additional future land owners of Grantee's property. The uses by the Grantee and Grantee's tenants, guests and invitees, is subject to such restrictions and provisions of the Condominium Documents of this Condominium which pertain to all Co-owners and residents of this Condominium, including, without limitation, as may be set forth in the Bylaws (attached hereto as Exhibit "A") and any rules and regulations promulgated from time to time by the Board of Directors of this Condominium as

provided in Article VI of the Bylaws (attached hereto as Exhibit "A"). The rights and obligations of the Grantee are fully described in the Instrument. The MDEQ permit described in the Instrument has expired. In addition to the foregoing, Developer reserves to itself and for its successors and assigns, for the benefit of Developer's parcel presently adjacent to and to the West of this Condominium, the beneficial use of the General Common Elements for any and all recreational purposes; these easement rights run with the land and attach to any additional future land owners of Developer's said parcel.

ARTICLE XII AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two thirds (2/3) of the Unit Co-owners, except as hereinafter set forth:

Section 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 the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and first mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. If required by the Act, amendments to this Master Deed shall require the approval of first mortgagees in accordance with Section 90a of the Act. Any notice so required shall be sent to the applicable first mortgagees via certified US mail, return receipt requested.

Section 3. By 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 amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of assigning certain Limited Common Elements in connection with Unit sales, to establish procedures for use of certain Limited Common Elements, for correcting survey or other errors, and for any other purpose which does not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer, eighty percent (80%) of non-developer Co-owners, and, in accordance with Section 90a of the Act, their respective mortgagees.

Section 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 document without the written consent of the Developer.

Section 7. Township Approval on Changes Affecting Open Space. Notwithstanding any other provision of this Article XII, there shall be no amendment of this Master Deed to Article IV, Section 1 (b), Article IV, Section 3(b) or 3(d), or Article XI, Section 2(d), or to any other provision of the Master Deed which would materially impact the rights or obligations of the Township, without the prior written approval of the Township.

ARTICLE XIII 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 it 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 Livingston County Register of Deeds.

ORE LAKE DEVELOPMENT, LLC,
a Michigan limited liability company

By: _____
Logan McAnallen
Its: Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2022, the foregoing Master Deed was acknowledged before me by Logan McAnallen, the Managing Member of Ore Lake Development, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, State of Michigan, _____ County
My commission expires: _____
Acting in _____ County, Michigan

Drafted by:
Kenneth U. Lucas (P-33741)
Kenneth U. Lucas, P.C.
200 Woodland Pass, PO Box 1296
East Lansing, Michigan 48826-1296

When recorded, return to drafter.



FAX 810-231-4295
PHONE 810-231-1000

P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139

SITE PLAN APPROVAL APPLICATION

Please note: All required information, copies, fees, and other materials as appropriate must be submitted and complete before the Township Planning Commission will set a public hearing date on the Site Plan Approval Application.

Application fees and review fees are required at the time of application.

In the case of separate applications for Preliminary and Final reviews, separate application and review fees shall be collected. Review fees shall be placed into a non-interest bearing escrow account. Upon final review, review fee balances shall be returned upon receipt of final billing. The applicant shall be responsible for all costs incurred.

Note: Acreage calculations based upon the acreage being developed or utilized for the project (parking, buildings, walks, storm water retention etc.)

The undersigned hereby makes application for a Site Plan Approval for: (Check all that apply)

1. **TYPE OF PROJECT:** ☐ Open Space ☐ Echo ☒ Residential ☒ Condominium
☐ Apartments ☐ Commercial ☐ Industrial ☐ PUD ☐ Hardship PUD
2. **TYPE OF APPLICATION:** ☐ Preliminary Site Plan ☐ Optional Conceptual Site Plan Review by Planning Commission
☒ Final Site Plan ☐ Combined – Preliminary/Final Site Plan
☐ Minor Site Plan ☐ Site Plan Amendment (less than 25% area of site being changed) ☒ Site Plan Amendment (26% or more or site being changed)

3. **PROJECT NAME:** Ore Lake Estates Submittal Date: _____

4. **PROJECT ADDRESS:** 0 Mohican Drive, Brighton, MI 48116

Tax Code Numbers: 15 - 13-204-901 15 - 13-204-001 15 - 13-204-002
15 - 13-204-003 15 - 13-204-004 15 - 13-204-004, 005, 006, 007
☐ Metes & Bounds Parcel ☒ Subdivision Site condos Lot Numbers: 1-7

Zoning District Classification: RAA Floodplain Classification: _____

Number of Lots Proposed: 7 Acreage of Project: 91.26 (Current) / 63.91 (proposed)

5. **PROJECT DESCRIPTION:** Amending the Ore Lake Estates site condo development, reducing
the number of lots to 7, removing a portion of the common elements, and adding a portion of
of the property (formerly unit 8) to the common area.

Land division to be completed prior to recording the master deed.

6. **OWNER/PROPRIETOR INFORMATION:**

Name: Ore Lake Development LLC / Logan McAnallen Phone Number(s): 517-282-2861
Email: Logan@Legacyipg.com Address: 1044 Long Leaf Ct
City: Brighton State: MI Zip: 48116

7. **APPLICANT:**

Name: Ore Lake Development LLC/ Logan McAnallen Phone Number(s): same
Email: same Address: _____
City: same State: _____ Zip: _____

8. **DESIGNER INFORMATION:**

Name: _____ Phone Number(s): _____
Email: _____ Address: _____
City: _____ State: _____ Zip: _____

9. **SPECIAL USE PERMIT:**

Is a Special Use Permit required for this project? ☒ No ☐ Yes

IF YES, Attach Special Use Permit Application Form with this site plan review application form

APPLICANT CERTIFICATION:

I hereby certify that all structures and uses for which this application is made shall conform to the Ordinances of Hamburg Township, Livingston County and the State of Michigan. All information submitted as a part of the site plan application is to my knowledge accurate. If the information is determined either now or in the future to be inaccurate any permits granted for the incorrect information shall be void and any structures built or uses approved may be in violation of the required ordinances and must otherwise be brought into compliance with all regulations.

I further agree that any deviation from the plans submitted or the breach of any additional safeguards, conditions or requirements the Hamburg Township may impose in granting this application shall constitute a violation of the Ordinance and invalidate the permit granted.

PROPERTY OWNERS SIGNATURE: Logan McAnallen DATE: 4-26-23

*If an agent submits the project to the Township for the property owner a letter authorizing must be submitted.

PRELIMINARY & FINAL SITE PLAN

CHECKLIST

Each preliminary & Final Site Plan submitted for review shall provide the following information at the time of application.

_____ A. General Information

- ☐ 1. Name and address of the proprietor and proof of ownership, developer, and registered engineer, registered surveyor, registered architect, registered landscape architect, or registered community planner who prepared the site plan.
- ☐ 2. Date of plan preparation, north arrow, and scale of plan, which shall not be greater than one inch equals twenty feet (1" = 20') nor less than one inch equals two hundred feet (1" = 200').
- ☐ 3. Full legal description of parcel and dimensions of all lot and property lines showing the relationship to abutting properties, and in which district the subject property and abutting properties are located.
- ☐ 4. Area map showing the relationship of the parcel to the surrounding area within one-half mile.
- ☐ 5. The location and description of all existing structures within one hundred feet (100') of the parcel.

_____ B. Physical Information

- ☐ 1. Proposed plans for site grading, surface drainage, water supply and sewage disposal.
- ☐ 2. The location of existing and proposed landscaping, buffer areas, fences, or walls on the parcel.
- ☐ 3. Existing and proposed structure information including the following:
 - a. Footprint location, dimensions and setbacks.
 - b. Finished floor and grade line elevations.
 - c. Elevations drawings that illustrate building design, size, height, windows and doors, and describe construction materials. Elevations shall be provided for all sides visible from an existing or proposed public street or a residential zoning district.
 - d. The Planning Commission may require a color rendering of the building elevation required in paragraph c.
 - e. Proposed materials and colors shall be specified on the site plan. Color chips or samples shall also be submitted at or prior to the Planning Commission meeting to review the site plan. These elevations, colors and materials shall be considered part of the approved site plan.
- ☐ 4. The location and dimensions of all existing and proposed streets, driveways, sidewalks, service lanes and other vehicular and pedestrian circulation features within and adjacent to the parcel.
- ☐ 5. The location, dimensions, and numbers of off-street parking and loading spaces.

☐ 6. Location of existing and proposed service facilities above and below ground, including:

- a. Well sites.
- b. Septic systems and other wastewater treatment systems. The location of the septic tank and drain field (soil absorption system) should be clearly distinguished.
- c. Chemical and fuel storage tanks and containers.
- d. Storage, loading, and disposal areas for chemicals, hazardous substances, salt and fuels.
- e. Water mains, hydrants, pump houses, standpipes, and building services and sizes.
- f. Sanitary sewers and pumping stations.
- g. Stormwater control facilities and structures including storm sewers, swales, retention and detention basins, drainage ways and other facilities, including calculations for sizes.
- h. Location of all easements.

☐ 7. Any other pertinent physical features.

C. Natural Features

☐ 1. Map of existing topography at two-foot (2') contour intervals with existing surface drainage indicated.

☐ 2. Soil characteristics of the parcel to at least the detail provided by the U.S. Soil Conservation Service "Soil Survey of Livingston County, Michigan."

☐ 3. On parcels of more than one acre, existing topography with a maximum contour interval of two feet indicated. Topography on the site and beyond the site for a distance of 100 feet in all directions should be indicated. Grading plan, showing finished contours at a maximum interval of two feet, correlated with existing contours so as to clearly indicate required cutting, filling and grading.

☐ 4. Location of existing drainage courses, including lakes, ponds, rivers and streams, and all elevations.

☐ 5. Location of existing wetlands, delineated under the requirements of section 3.6, Wetland Determination. A Michigan Department of Environmental Quality (MDEQ) permit shall be required for activities in a regulated wetland or an inland lake or stream. A copy of any correspondence with and applications to the MDEQ shall be submitted with the site plan application. The Planning Commission shall not grant final site plan approval until all necessary permits have been obtained.

☐ 6. Location of natural resource features, including woodlands and areas with slopes greater than 10 percent (one foot of vertical elevation for every 10 feet of horizontal distance).

☐ 7. Location of the required 50 foot natural features setback.

- ☐ 8. Storm water management systems and facilities will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent feasible, with the development not substantially reducing the natural retention of storage capacity of any wetland, water body, or water course, or cause alterations which could increase flooding or water pollution on or off site.
- ☐ 9. Wastewater treatment systems, including on-site septic systems will be located to minimize any potential degradation of surface water or groundwater quality.
- ☐ 10. Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals will be designed to prevent spills and discharges or polluting materials to the surface of the ground, groundwater, or nearby water bodies.

_____ D. **Natural Features Impact Statement.** The purpose of a Natural Features Impact Statement (NFIS) is to provide the Township with information regarding the impact of a proposed project on the physical, natural, social, and economic environment of the community. A complete report shall be required with all site plan applications. The Zoning Administrator (ZA) has the discretion to modify this requirement based on the specific application. When required the report will be reviewed by the ZA and the Hamburg environmental consultant. The environmental consultant may issue an Advisory Report to the Zoning Administrator for review by the Planning Commission. Contained in the Advisory Report will be a summary of the NFIS and appropriate comments and recommendations. The Advisory Report and the required site walk will be used to assist Zoning Ordinance Hamburg Township, Livingston County, Michigan, the Township Board and Planning Commission. The written NFIS will include the following information:

- ☐ 1. Name (s) and address (es) of person(s) responsible for preparation of the impact assessment and a brief statement of any relevant qualifications. The environmental consultant may recommend a qualified individual to prepare the NFIS if deemed appropriate.
- ☐ 2. An impact assessment checklist on a form provided by the Township shall be completed and placed at the beginning of the document.
- ☐ 3. Map (s) and a written description/analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also include information for areas within 50 feet of the property. An aerial photograph or drawing may be used to delineate these areas.
- ☐ 4. Description of existing natural features: A description of the environmental characteristics of the site prior to development shall be provide in the form of written documentation and a site inventory map identifying the location of natural features consistent with subparagraph C of this section. In addition, dominant tree species shall be listed and all species greater than 16 inches caliper or greater. As defined in Article 2.00, natural features include but are not limited to: topography, soils, geology, ground water, wetlands, watercourses, plants and animals (including aquatic species), habitat, and scenery.
- ☐ 5. Impact on natural features: A written description of the impact on the identified existing natural features shall be provided. The report shall also provide a natural features protection plan, which identifies on a map the natural features potentially affected. Where disturbance of natural features both during and after construction is proposed, a written analysis of alternative plans, which were considered, shall be provided to justify the proposed plan. The environmental consultant may

recommend a mitigation plan be required which will describe how disturbed natural features were relocated or replace. (See Article 2.00 for complete definition of terms)

- ☐ 6. Impact on storm water management: Description of natural drainage patterns and soil infiltration and unsaturated soil capacity. A description of changes to site drainage and storm water management facilities to be installed in compliance with the Township Storm Water Ordinance. Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the County Soil Conservation Service.
- ☐ 7. Special Provisions: Provide a general description of any existing deed restrictions, protective covenants, master deed or association bylaws as they relate to the protection of natural features. Zoning Ordinance Hamburg Township, Livingston County, Michigan
- ☐ 8. Information Sources: A list of all sources of information contained in the NFIS, if any shall be provided.
- ☐ 9. Previous Submittals: Any impact assessment previously submitted relative to the site and proposed development, which fulfills the above requirements (and contains accurate information of the site) may be submitted as the required Impact Assessment.

SITE PLAN REVIEW FEES
(IN ADDITION TO ALL OTHER FEES)

RESIDENTIAL
OPEN SPACE, P.U.D., CONDOMINIUMS, E.C.H.O

APPLICATION FEE:

New Subdivisions of all types----- \$2,000.00

REVIEW ESCROW FEES

Preliminary Site Plan-----\$2,000.00 plus \$50.00/unit
Final Site Plan-----\$2,000.00 plus \$50.00/unit
Combined Preliminary/Final Site-----\$4,000.00 plus \$50.00/unit

AMENDMENTS TO SITE PLANS APPLICATION

FEE:

Minor Site Plan Amendments- less than 25%----- \$ 660.00
Greater than 25% or more area of original plan-----\$2,000.00

REVIEW FEES FOR AMENDMENTS

Involving 1% to 25% area or original plan-----\$1,400.00
Involving more than 25% area of original plan-----\$2,000.00

PLATS /SUBDIVISIONS

APPLICATION FEE:

Tentative/Preliminary Plat-----\$1,000.00 plus \$50.00/lot
Preliminary Final Plat-----\$1,000.00 plus \$50.00/lot
Final Plat-----\$1,000.00 plus \$50.00/lot

REVIEW ESCROW:

Tentative Preliminary Plat-----\$2,500.00 plus \$50.00/lot
Preliminary Final Plat-----\$2,500.00 plus \$50.00/lot
Final Plat-----\$2,500.00 plus \$50.00/lot

**SITE PLAN REVIEW FOR COMMERICAL AND INDUSTRIAL PROJECTS
OF ALL TYPES**

APPLICATION FEE:

New Projects of all types

Preliminary Site Plan-----\$1000.00 plus \$200.00/acre over one acre

Final Site Plan-----\$1000.00 plus \$200.00/acre over one acre

Combination Preliminary/Final-----\$2000.00 plus \$400.00/acre over one acre

REVIEW ESCROW

Preliminary Site Plan-----\$2,500.00 plus \$250.00/acre over one acre

Final Site Plan-----\$2,500.00 plus \$250.00/acre over one acre

Combined Preliminary/Final Site-----\$5,000.00 plus \$500.00/acre over one acre

AMENDMENTS TO SITE PLANS:

Minimum Charge-----\$700.00 plus review fees

Involving 1% to 25% area of original plan-----\$700.00 plus review fees

Involving 26% or more area of original plan----- \$2000.00 plus review fees

REVIEW FEES FOR AMENDMENTS:

Involving 1% to 25% area of original plan -----\$1,500.00 + \$100.00/acre over one acre

Involving more than 25% area of original plan-----\$3,500.00 + \$100.00/acre over one acre.

HARDSHIP PLANNED UNIT DEVELOPMENT

APPLICATION FEE:

Commercial projects-----\$4500.00 plus \$100.00/acre over one acre

Residential projects----- \$3000.00 plus \$50.00/unit or lot

REVIEW ESCROW FEE:

Commercial projects----- \$7,000.00 plus \$100.00/acre over one acre

Residential projects----- \$4,000.00 plus \$50.00/unit or lot

COMMERCIAL/MIXED USE PLANNED UNIT DEVELOPMENT

APPLICATION FEE: -----\$4500.00 plus \$100.00/acre over one acre

REVIEW ESCROW FEES: ----- \$7,000.00 plus \$100.00/acre over one acre

Preliminary Site Plan-----\$3,500.00 plus \$250.00/acre over one acre

Final Site Plan-----\$3,500.00 plus \$250.00/acre over one acre

Combination Preliminary/Final-----\$7,000.00 plus \$500.00/acre over one acre

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

EXHIBIT B TO THE MASTER DEED OF

ORE LAKE ESTATES

HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER:

LEGACY COMMERCIAL GROUP
2300 GENOA BUSINESS PARK DRIVE
SUITE 160
BRIGHTON, MI 48116

CONDOMINIUM BOUNDARY

PART OF OUTLOTS 5 AND 6 OF "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N.", A SUBDIVISION AS RECORDED IN LIBER 6 OF PLATS, PAGES 15 AND 16, LIVINGSTON COUNTY RECORDS, AND PART OF THE SOUTHEAST 1/4 OF SECTION 12 AND NORTHEAST 1/4 OF SECTION 13, T1N-R5E, HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 12, AS MONUMENTED, N 00°29'09" E 1024.59 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 12, AS MONUMENTED, N 00°29'09" E (PREVIOUSLY RECORDED AS N 01°08'32" E BY PATRICK L. BENTON), 292.33 FEET; THENCE ALONG THE SOUTH LINE OF "PARTRIDGE POINTE", LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 52, N 89°34'37" E, 1326.46 FEET (PREVIOUSLY RECORDED AS 1326.32 FEET) TO A FOUND IRON PIPE; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID "PARTRIDGE POINTE", N 89°39'39" E, 947.69 FEET; THENCE N 89°39'13" E, 173.66 FEET (RECORDED AS N 89°51'48" E 173.61 FEET), THENCE ALONG THE CENTERLINE OF HAMMEL ROAD (66 FOOT WIDE RIGHT OF WAY), S 58°11'30" E (RECORDED AS S 57°59'40" E), 24.14 FEET; THENCE S 03°33'47" W, 37.46 FEET (RECORDED AS S 03°42'24" W, 37.48 FEET); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HAMMEL ROAD, N 58°11'30" W (RECORDED AS N 57°59'40" W), 27.82 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MOHICAN DRIVE (50 FOOT WIDE RIGHT OF WAY); THENCE ALONG THE WESTERLY RIGHT OF WAY OF MOHICAN DRIVE, S 03°30'54" W, 279.89 FEET (RECORDED AS S 03°42'24" E 291.87 FEET); THENCE ALONG THE NORTHERLY LINE OF OUTLOT 5 OF "SUPERVISOR'S PLAT OF ORE LAKE SUB'N.", AS RECORDED IN LIBER 6 OF PLATS, PAGE 15, LIVINGSTON COUNTY RECORDS, N 89°28'19" W, 170.13 FEET (RECORDED AS N 89°34'00" W, 170.22 FEET); THENCE N 03°29'53" E (RECORDED AS N 03°30'46" E), 163.56 FEET, THENCE S 89°39'39" W, 189.13 FEET, THENCE S 14°54'06" E 171.32 FEET, THENCE S 36°11'25" W, 97.46 FEET, THENCE S 57°02'41" W, 34.47 FEET; THENCE S 12°46'57" E, 53.85 FEET; THENCE S 55°42'08" E, 47.17 FEET; THENCE ALONG AN ARC LEFT, HAVING A LENGTH OF 162.92 FEET (RECORDED AS 162.94 FEET), A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 19°39'07" (RECORDED AS 19°39'13"), AND A LONG CHORD WHICH BEARS S 65°31'42" E, 162.12 FEET (RECORDED AS S 65°31'45" E, 162.14 FEET); THENCE S 75°21'15" E, 112.83 FEET (RECORDED AS 112.82 FEET); THENCE ALONG THE EAST LINE OF OUTLOT 5 OF SAID "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." AND THE WEST LINE OF MOHICAN DRIVE (50 FOOT WIDE RIGHT OF WAY), S 17°39'01" W (PLATTED AS S 17°33' W), 90.09 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUING ALONG THE EAST LINE OF SAID OUTLOT 5 AND THE WEST LINE OF SAID MOHICAN DRIVE, S 02°26'55" E, 535.61 FEET (PLATTED AS S 02°31" E, 535.76 FEET AND PREVIOUSLY RECORDED AS S 02°26'33" E, 535.61 FEET) TO A FOUND CONCRETE MONUMENT; THENCE CONTINUING ALONG THE EAST LINE OF OUTLOT 5 AND 6 OF SAID "SUPERVISOR'S PLAT OF ORE LAKE RESORT SUB'N." AND THE WEST LINE OF SAID MOHICAN DRIVE, S 17°19'11" W, 291.83 FEET (PLATTED AS S 17°20" W, 295.63 FEET); THENCE ALONG THE SOUTH LINE OF SAID OUTLOT 6, THE FOLLOWING SIX (6) COURSES: 1) N 61°21'00" W (PLATTED AS N 61°33' W), 44.65 FEET; 2) N 89°10'01" W, 692.57 FEET (PLATTED AS N 89°25' W, 692.00 FEET); 3) N 00°26'39" W (PLATTED AS N 00°35' E), 10.00 FEET; 4) N 89°10'01" W, 50.12 FEET (PLATTED AS N 89°25' W, 50.00 FEET); 5) S 00°26'39" E, 9.47 FEET (PLATTED AS S 00°35' W, 10.00 FEET); 6) N 89°10'01" W (PLATTED AS N 89°25' W), 45.00 FEET; THENCE ALONG THE WEST LINE OF SAID OUTLOT 6, N 00°29'32" W, 121.54 FEET (PLATTED AS N 00°35" E, 129.43 FEET); THENCE ALONG THE SOUTH LINE OF SAID OUTLOT 5 AND THE COMMON LINE BETWEEN SECTION 12 AND 13, AS MONUMENTED, S 89°50'23" W, 80.08 FEET; THENCE ALONG THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13, S 00°39'31" E, 212.89 FEET TO TRAVERSE POINT "A", A POINT WHICH LIES 60 FEET, MORE OR LESS, NORTH OF THE WATER'S EDGE OF ORE LAKE; THENCE CONTINUING ALONG THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13, S 00°39'31" E, 1112.32 FEET TO A POINT IN ORE LAKE; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13, S 89°51'16" W, 277.12 FEET TO A POINT IN ORE LAKE; THENCE N 00°38'53" W, 998.42 FEET TO TRAVERSE POINT "C", A POINT WHICH LIES 60 FEET, MORE OR LESS, NORTH OF THE WATER'S EDGE OF ORE LAKE, SAID POINT BEING THE ENDPOINT OF AN INTERMEDIATE TRAVERSE LINE WHICH BEGINS AT AFOREMENTIONED TRAVERSE POINT "A" AND HAVING THE FOLLOWING COURSE OF S 67°25'27" W, 298.50 FEET TO SAID TRAVERSE POINT "C"; THENCE CONTINUING N 00°38'53" W, 87.50 FEET; THENCE N 17°09'40" W, 573.96 FEET; THENCE N 08°53'39" W, 315.23 FEET; THENCE N 31°48'54" W, 258.28 FEET; THENCE S 89°32'38" W, 80.00 FEET; THENCE S 59°13'28" W, 294.96 FEET; THENCE N 30°46'32" W, 132.00 FEET; THENCE N 54°36'23" W, 386.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 63.91 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING HAMMEL ROAD AND INCLUDING THE USE OF MOHICAN DRIVE, ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC AND ABUTTING RIPARIAN OWNERS IN THE CANAL ABUTTING THE CONDOMINIUM PROPERTY; RIGHTS OF THE UNITED STATES, STATE OF MICHIGAN, AND THE PUBLIC FOR COMMERCE, NAVIGATION, RECREATION, AND FISHERIES IN ANY PORTION OF THE LAND COMPRISING THE BED OF ORE LAKE AND CREEK, OR LAND CREATED BY FILL OR ARTIFICIAL ACCRETION; THE NATURE, EXTENT OR LACK OF RIPARIAN RIGHTS OF RIPARIAN OWNERS AND THE PUBLIC IN AND TO THE USE OF THE WATERS OF ORE LAKE AND CREEK; ANY RIGHT, TITLE OR INTEREST TO ALL OTHER LAWFUL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND THE SURVEYOR'S CERTIFICATE ON SHEET 3.

DRAWING INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE PLAN
3	SURVEY PLAN
4	SURVEY PLAN
5	SURVEY PLAN
6	SURVEY PLAN
7	SITE & UTILITY PLAN
8	SITE & UTILITY PLAN
9	SITE & UTILITY PLAN
10	SITE & UTILITY PLAN
11	UNIT AREAS & PERIMETER PLAN
12	UNIT AREAS & PERIMETER PLAN
13	FLOOD PLAIN PLAN

PREPARED BY:

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
(E-MAIL: be@bosseng.com)
LIVINGSTON COUNTY:
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
(800) 246-6735; FAX (517) 548-1670



PROPOSED AS OF NOVEMBER 21, 2022

COMPOSITE PLAN

"PARTRIDGE POINT"
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 52

NW CORNER
SE 1/4, SE
SECTION 12
T1N-R5E

5' WIDE SIDEWALK

5.0' WIDE SIDEWALK

UNPLATTED

100 YR. FLOODPLAIN
ELEV. 859.4

POINT OF BEGINNING

SEE SHEETS
3, 7 & 11

COURT

VENICE

VENICE COURT

SEE SHEETS
4, 8 & 12

UNPLATTED
100 YR. FLOODPLAIN
ELEV. 859.4

MOCHAN DR. (50 FT. WIDE)

HAMEL ROAD (66 FT. WIDE)

UNPLATTED

SEE SHEETS 5 & 9

OUTLOT 5
"SUPERVISOR'S PLAT OF ORE LAKE
RESORT SUBDIVISION" (L. 6, PGS. 15-16, L.C.R.)

WATER'S EDGE

SW COR.
SE 1/4, SE 1/4
SECTION 12
T1N-R5E

SECTION 12
SECTION 13

UNPLATTED

ORE LAKE

ORE CREEK

TUSCANY POINT

TRAV PT. C

INTERMEDIATE TRAVERSE LINE

WATER'S EDGE

TRAV PT. A

OUTLOT 6
"SUPERVISOR'S PLAT OF ORE LAKE
RESORT SUBDIVISION" (L. 6, PGS. 15-16, L.C.R.)

SECTION 12
SECTION 13

UNPLATTED

26A 24A 23A 22A 21A 20A 19A 18A 17A 16A 15A 14A 13A 12A 11A

BRANCH DRIVE (50 FT. WIDE)

26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11

"SUPERVISOR'S PLAT OF ORE LAKE
RESORT SUBDIVISION" (L. 6, PGS. 15-16, L.C.R.)

EAST LINE, EAST 1/2, NORTHWEST 1/4,
NORTHEAST 1/4, SECTION 13

SEE SHEETS
6 & 10

LEGEND

— SHEET BREAK

- - - WETLAND LINE

PROPOSED AS OF NOVEMBER 21, 2022

SHEET NO. 2

SURVEY PLAN

100 50 0 50 100 150
SCALE: 1" = 100'



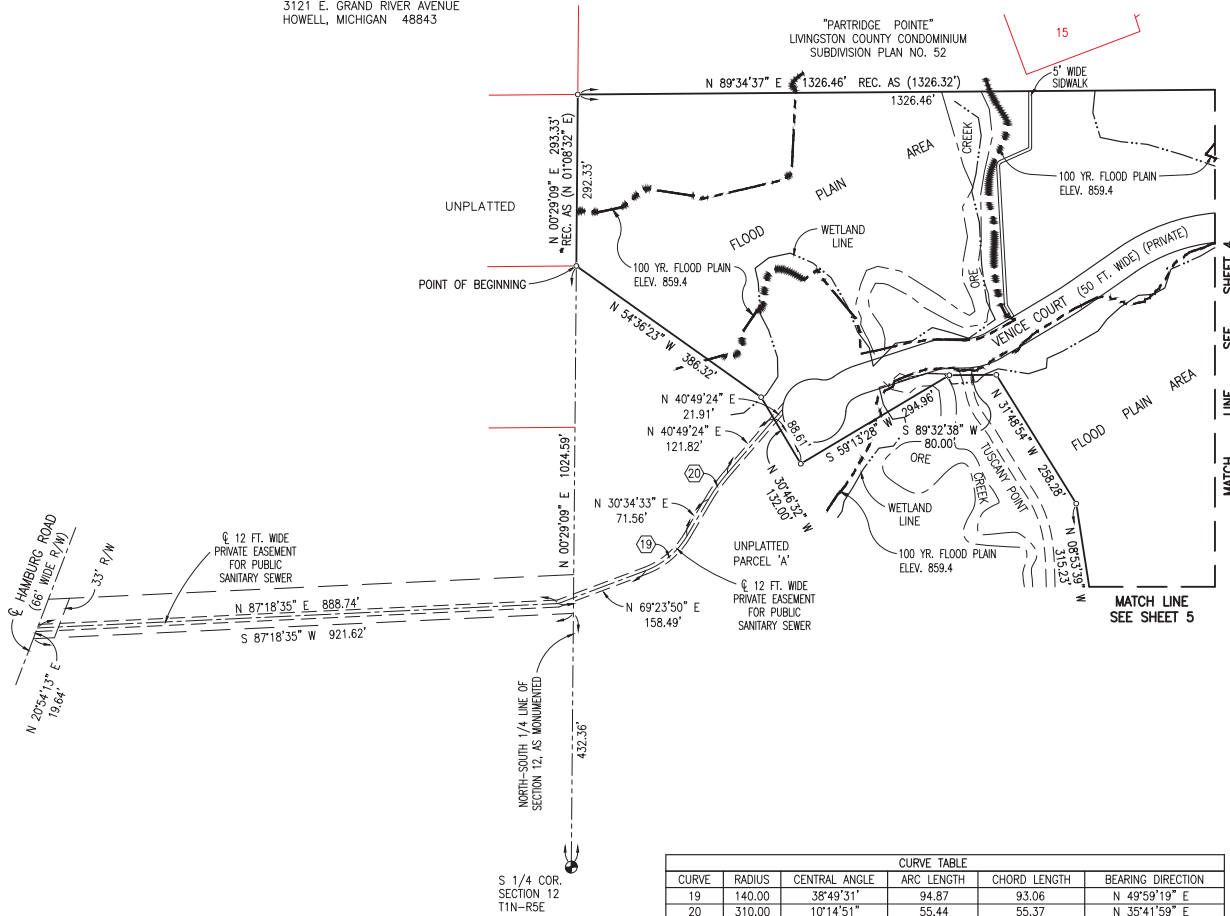
SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER S. FERGUS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS ORE LAKE ESTATES, LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN ONE (1) YEAR OF THE RECORDING DATE, THE ACCURACY OF THIS SURVEY IS WITHIN THE REQUIRED LIMITS, AND THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN MEET THE REQUIREMENTS OF THE RULES PROMULGATED UNDER SECTION 142 OF THE ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE

CHRISTOPHER S. FERGUS
PROFESSIONAL SURVEYOR
LICENSE NO. 4001047055

BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843



NOTES:

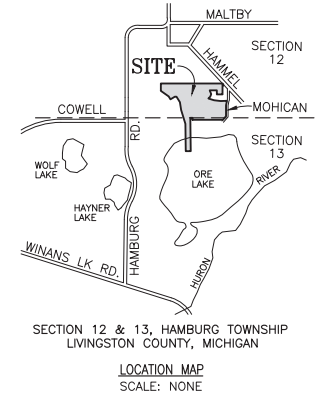
- BEARINGS WERE ESTABLISHED FROM "SUPERVISORS PLAT OF ORE LAKE RESORT SUBDIVISION" AS RECORDED IN LIBER 6 OF PLATS ON PAGES 15-16 OF THE LIVINGSTON COUNTY RECORDS.
- UNITS 2 AND 3 AND THE UTILITIES AND ROAD TO SERVICE SAME "MUST BE BUILT". ALL OTHER UNITS, UTILITIES AND BALANCE OF ROAD "NEED NOT BE BUILT". THE UNITS ARE BUILDING SITES. THEREFORE IMPROVEMENTS INCLUDING STRUCTURES WITHIN THE UNITS "NEED NOT BE BUILT"
- 100-YEAR FLOOD PLAIN ELEVATION = 859.4 (N.G.V. 29 DATUM)
- TOTAL AREA = 63.91 ACRES
- RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY KNOWN AS PARCEL IDENTIFICATION NUMBER: 4715-13-201-045, PURSUANT TO ARTICLE X, SECTION 11 OF THE MASTER DEED OF LAKEVIEW ESTATES.
- RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY AT THE WEST END OF VENICE COURT KNOWN AS UNPLATTED PARCEL 'A'. ALSO AN INGRESS AND EGRESS EASEMENT FROM MOHICAN DRIVE TO THE UNPLATTED PARCEL 'A' ALONG VENICE COURT.
- THE TOWNSHIP AND/OR EMERGENCY VEHICLES HAVE AN INGRESS AND EGRESS EASEMENT OVER ALL ROADS IN THE CONDOMINIUM TO PROVIDE, WITHOUT LIMITATION, FIRE AND POLICE PROTECTION, AMBULANCE AND RESCUE SERVICES, AND OTHER LAWFUL GOVERNMENTAL OR PRIVATE EMERGENCY SERVICES TO THE CONDOMINIUM AND CO-OWNERS THEREOF PURSUANT TO THE MASTER DEED.

BASED ON THE DOCUMENT ENTITLED "DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION SPECIAL FLOOD HAZARD AREA MAPS" THE PROPERTY, EXCEPT WHERE NOTED, DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN (ELEVATION 859.4 N.G.V. 29 DATUM).

LEGEND

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD
- 100 YR. FLOOD PLAIN
- - - - - WETLAND LINE

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING DIRECTION
19	140.00	38°49'31"	94.87	93.06	N 49°59'19" E
20	310.00	10°14'51"	55.44	55.37	N 35°41'59" E



CLIENT LEGACY COMMERCIAL GROUP

PROJECT ORE LAKE ESTATES

TITLE SURVEY PLAN

CLIENT	PROJECT	TITLE	DATE
LEGACY COMMERCIAL GROUP	ORE LAKE ESTATES	SURVEY PLAN	



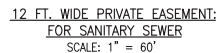
DESIGNED BY: WNL
DRAWN BY: WNL, JH, WNL
CHECKED BY:
SCALE: 1" = 100'
JOB NO. 22-178
DATE 11/21/22

PLOTTING INFORMATION

SHEET NO.

3

PROPOSED AS OF NOVEMBER 21, 2022

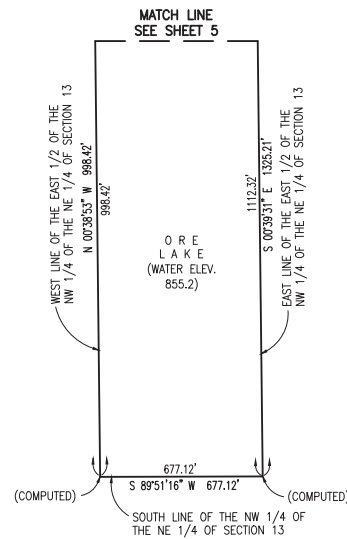


- BM #1 NAIL FOUND ON NW SIDE OF 15" OAK
10'± NE OF NORTH POLE ON GATE.
(ELEV. 862.50 N.G.V. 29 DATUM)
- BM #5 NAIL & TAG SET ON NORTH SIDE OF
18" ELM @ STA 2+00 OF ROAD, 125'±
SOUTH OF C ROAD (ELEV. 859.89 N.G.V.
29 DATUM).

CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASING 1/2" IRON ROD
100 YR. FLOOD PLAIN
WETLAND LINE
FOUND CONCRETE MONUMENT
BENCHMARK LOCATION & DESIGNATION

PROPOSED AS OF NOVEMBER 21, 2022

-
-
- LIBER 6 OF PLATS ON PAGES 15-16 OF THE LIVINGSTON COUNTY RECORDS.
-
2. UNITS 2 AND 3 AND THE UTILITIES AND ROAD TO SERVICE SAME "MUST BE BUILT". ALL OTHER UNITS, UTILITIES AND BALANCE OF PARCEL "NEED NOT BE BUILT". THE UNITS ARE BUILDING SITES. THEREFORE IMPROVEMENTS INCLUDING STRUCTURES WITHIN THE UNITS "NEED NOT BE BUILT"
-
3. 100-YEAR FLOOD PLAIN ELEVATION = 859.4 (N.G.V. 29 DATUM)
-
4. TOTAL AREA = 63.91 ACRES
-
5. RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY KNOWN AS PARCEL IDENTIFICATION NUMBER: 4715-13-201-045, PURSUANT TO ARTICLE X, SECTION 11 OF THE MASTER DEED OF LAKEVIEW ESTATES.
-
6. RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY AT THE WEST END OF VENICE COURT KNOWN AS UNPLATTED PARCEL 'A'. ALSO AN INGRESS AND EGRESS EASEMENT FROM MOHICAN DRIVE TO THE UNPLATTED PARCEL 'A' ALONG VENICE COURT.
-
7. THE TOWNSHIP AND/OR EMERGENCY VEHICLES HAVE AN INGRESS AND EGRESS EASEMENT OVER ALL ROADS IN THE CONDOMINIUM TO PROVIDE, WITHOUT LIMITATION, FIRE AND POLICE PROTECTION, AMBULANCE AND RESCUE SERVICES, AND OTHER LAWFUL GOVERNMENTAL OR PRIVATE EMERGENCY SERVICES TO THE CONDOMINIUM AND CO-OWNERS THEREOF PURSUANT TO THE MASTER DEED.



1. BEARINGS WERE ESTABLISHED FROM "SUPERVISORS PLAT OF ORE LAKE RESORT SUBDIVISION" AS RECORDED IN LIBER 6 OF PLATS ON PAGES 15-16 OF THE LIVINGSTON COUNTY RECORDS.
2. UNITS 2 AND 3 AND THE UTILITIES AND ROAD TO SERVICE SAME "MUST BE BUILT". ALL OTHER UNITS, UTILITIES AND BALANCE OF ROAD "NEED NOT BE BUILT". THE UNITS ARE BUILDING SITES. THEREFORE IMPROVEMENTS INCLUDING STRUCTURES WITHIN THE UNITS "NEED NOT BE BUILT"
3. 100-YEAR FLOOD PLAIN ELEVATION = 859.4 (N.G.V. 29 DATUM)
4. TOTAL AREA = 63.91 ACRES
5. RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY KNOWN AS PARCEL IDENTIFICATION NUMBER: 4715-13-201-045, PURSUANT TO ARTICLE X, SECTION 11 OF THE MASTER DEED OF LAKEVIEW ESTATES.
6. RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY AT THE WEST END OF VENCE COURT KNOWN AS UNPLANNED PARCEL 'A', ALSO AN INGRESS AND EGRESS EASEMENT FROM MOHICAN DRIVE TO THE UNPLANNED PARCEL 'A' ALONG VENCE COURT.
7. THE TOWNSHIP AND/OR EMERGENCY VEHICLES HAVE AN INGRESS AND EGRESS EASEMENT OVER ALL ROADS IN THE CONDOMINIUM TO PROVIDE, WITHOUT LIMITATION, FIRE AND POLICE PROTECTION, AMBULANCE AND RESCUE SERVICES, AND OTHER LAWFUL GOVERNMENTAL OR PRIVATE EMERGENCY SERVICES TO THE CONDOMINIUM AND CO-OWNERS THEREOF PURSUANT TO THE MASTER DEED.

[illegible]

DESIGNED BY:	WHN
DRAWN BY:	WHN, WRW
CHECKED BY:	
SCALE	1" = 100'
FIG. NO.	22-178
DATE	11/21/22

PLOTING INFORMATION

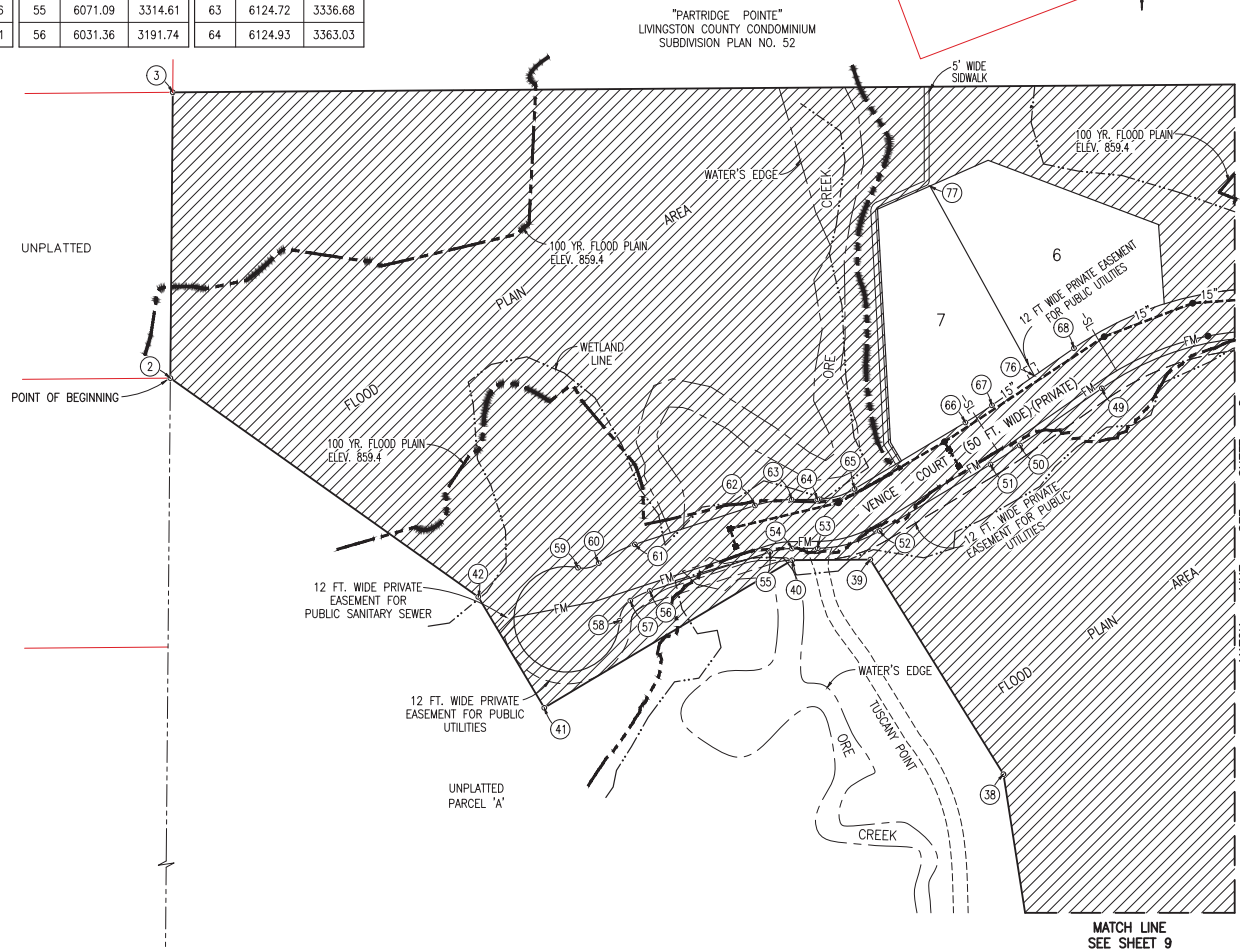
SHEET NO.

6

LIST OF COORDINATES			LIST OF COORDINATES			LIST OF COORDINATES			LIST OF COORDINATES		
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	5224.42	2692.60	49	6238.53	3654.00	57	6021.39	3171.72	65	6135.61	3401.00
2	6248.97	2701.29	50	6180.14	3570.14	58	6000.81	3160.67	66	6203.59	3514.40
3	6541.28	2703.77	51	6160.71	3540.11	59	6055.04	3118.19	67	6221.17	3541.57
38	5843.89	3553.33	52	6092.72	3426.71	60	6059.70	3139.42	68	6279.56	3625.43
39	6063.36	3417.18	53	6074.94	3363.43	61	6077.42	3171.93	76	6251.25	3585.07
40	6062.73	3337.18	54	6074.73	3337.08	62	6118.67	3299.22	77	6445.46	3478.17
41	5911.80	3083.76	55	6071.09	3314.61	63	6124.72	3336.68			
42	6025.21	3016.21	56	6031.36	3191.74	64	6124.93	3363.03			

SITE & UTILITY PLAN

60 0 30 60
SCALE: 1 INCH = 60 FEET



NOTES:

- ALL INTERIOR ROADWAYS, STORM SEWER AND SANITARY FORCEMAIN ARE PARATIVE AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
- UNITS 2 AND 3 AND THE UTILITIES AND ROAD TO SERVICE SAME "MUST BE BUILT". ALL OTHER UNITS, UTILITIES AND BALANCE OF ROAD "NEED NOT BE BUILT". THE UNITS ARE BUILDING SITES, THEREFORE IMPROVEMENTS INCLUDING STRUCTURES WITHIN THE UNITS "NEED NOT BE BUILT".
- RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY KNOWN AS PARCEL IDENTIFICATION NUMBER: 4715-13-201-045, PURSUANT TO ARTICLE X, SECTION 11 OF THE MASTER DEED OF LAKEVIEW ESTATES.
- RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PROPERTY AT THE WEST END OF VENICE COURT KNOWN AS UNPLATTED PARCEL 'A'. ALSO AN INGRESS AND EGRESS EASEMENT FROM MOHICAN DRIVE TO THE UNPLATTED PARCEL 'A' ALONG VENICE COURT.
- THE TOWNSHIP AND/OR EMERGENCY VEHICLES HAVE AN INGRESS AND EGRESS EASEMENT OVER ALL ROADS IN THE CONDOMINIUM TO PROVIDE, WITHOUT LIMITATION, FIRE AND POLICE PROTECTION, AMBULANCE AND RESCUE SERVICES, AND OTHER LAWFUL GOVERNMENTAL OR PRIVATE EMERGENCY SERVICES TO THE CONDOMINIUM AND CO-OWNERS THEREOF PURSUANT TO THE MASTER DEED.

UTILITY NOTES:

- ALL STORM SEWER SHALL BE C-76, CLASS IV, REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
- ALL SANITARY FORCEMAIN SHALL BE HDPE RD-11 PIPE, 4" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE HDPE PIPE, 1.5" DIA., UNLESS OTHERWISE NOTED.
- ALL UNITS WILL BE SERVICED WITH INDIVIDUAL WELLS AND INDIVIDUAL GRINDER PUMPS.
- ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 6-14-18.
- GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DTE ENERGY COMPANY
TELEPHONE - SBC
CABLE TV - CHARTER COMMUNICATIONS
ALL METERS AND UTILITIES SHALL BE SHOWN ON "AS-BUILT" DRAWINGS

LEGEND

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD
- UNIT NUMBER
- WATER'S EDGE
- WETLAND LINE
- 100 YR. FLOOD PLAIN
- COORDINATE NUMBER
- FM - SANITARY FORCEMAIN W/ MANHOLE AND SANITARY LEAD
- SL - STORM SEWER W/ OUTLET CONTROL STRUCTURE, CATCH BASIN, MANHOLE, & FLARED END SECTION
- GENERAL COMMON ELEMENT

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

PROPOSED AS OF NOVEMBER 21, 2022



LEGACY COMMERCIAL GROUP

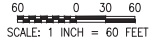
ORE LAKE ESTATES

SITE & UTILITY PLAN

CLIENT	PROJECT	TITLE	DATE
LEGACY COMMERCIAL GROUP	ORE LAKE ESTATES	SITE & UTILITY PLAN	
DESIGNED BY: WWH	DRAWN BY: WWH, JH, WWH	CHECKED BY:	
SCALE: 1" = 60'	JOB NO. 22-178	DATE: 11/21/22	
PLOTTING INFORMATION			
SHEET NO.			

7

SITE & UTILITY PLAN



LIST OF COORDINATES		
NO.	NORTHING	EASTING
33	3898.90	4060.82
34	3898.20	3783.70



MATCH LINE
SEE SHEET 9



THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

NOTES:




1. ALL INTERIOR ROADWAYS, STORM SEWER AND SANITARY FOREMAN ARE PARVATE AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
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4. RECREATIONAL USE EASEMENT OVER THIS CONDOMINIUM FOR THE ADJACENT PARCEL AT THE WEST END OF VENICE COURT KNOWN AS UNPLATTED PARCEL "A". ALSO AN INGRESS AND EGRESS EASEMENT FROM MOHICAN DRIVE TO THE UNPLATTED PARCEL "A" ALONG VENICE COURT.
5. THE TOWNSHIP AND/OR EMERGENCY VEHICLES HAVE AN INGRESS AND EGRESS EASEMENT OVER ALL ROADS IN THE CONDOMINIUM TO PROVIDE, WITHOUT LIMITATION, FIRE, POLICE, PROTECTION, AMBULANCE AND RESCUE SERVICES, AND OTHER LAWFUL GOVERNMENTAL OR PRIVATE EMERGENCY SERVICES TO THE CONDOMINIUM AND CO-OWNERS THEREOF PURSUANT TO THE MASTER DEED.

UTILITY NOTES:

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5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC- DTE ENERGY COMPANY
TELEPHONE - SBC
CABLE TV - CHARTER COMMUNICATIONS

ALL METERS AND UTILITIES SHALL BE SHOWN ON
"AS-BUILT" DRAWINGS

LEGEND

- | | |
|---|---|
|  | CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD |
|  | COORDINATE NUMBER |
|  | GENERAL COMMON ELEMENT |

**LEGACY COMMERCIAL GROUP**

ORE LAKE ESTATES

SITE & UTILITY PLAN

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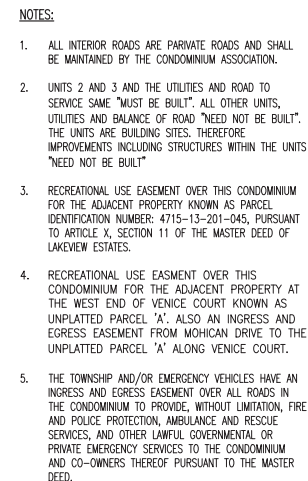
DESIGNED BY:	WHN
DRAWN BY:	WHN, WRW
CHECKED BY:	
SCALE	1" = 60'
JOB NO.	22-178
DATE	11/21/22

<p>PLOTTING INFORMATION</p>

PROPOSED AS OF NOVEMBER 21, 2022

SHEET NO. 10

60 0 30 60
SCALE: 1 INCH = 60 FEET



SCHEDULE OF UNIT AREAS	
LOT NO.	AREA (SQ. FT.)
6	29772
7	26446

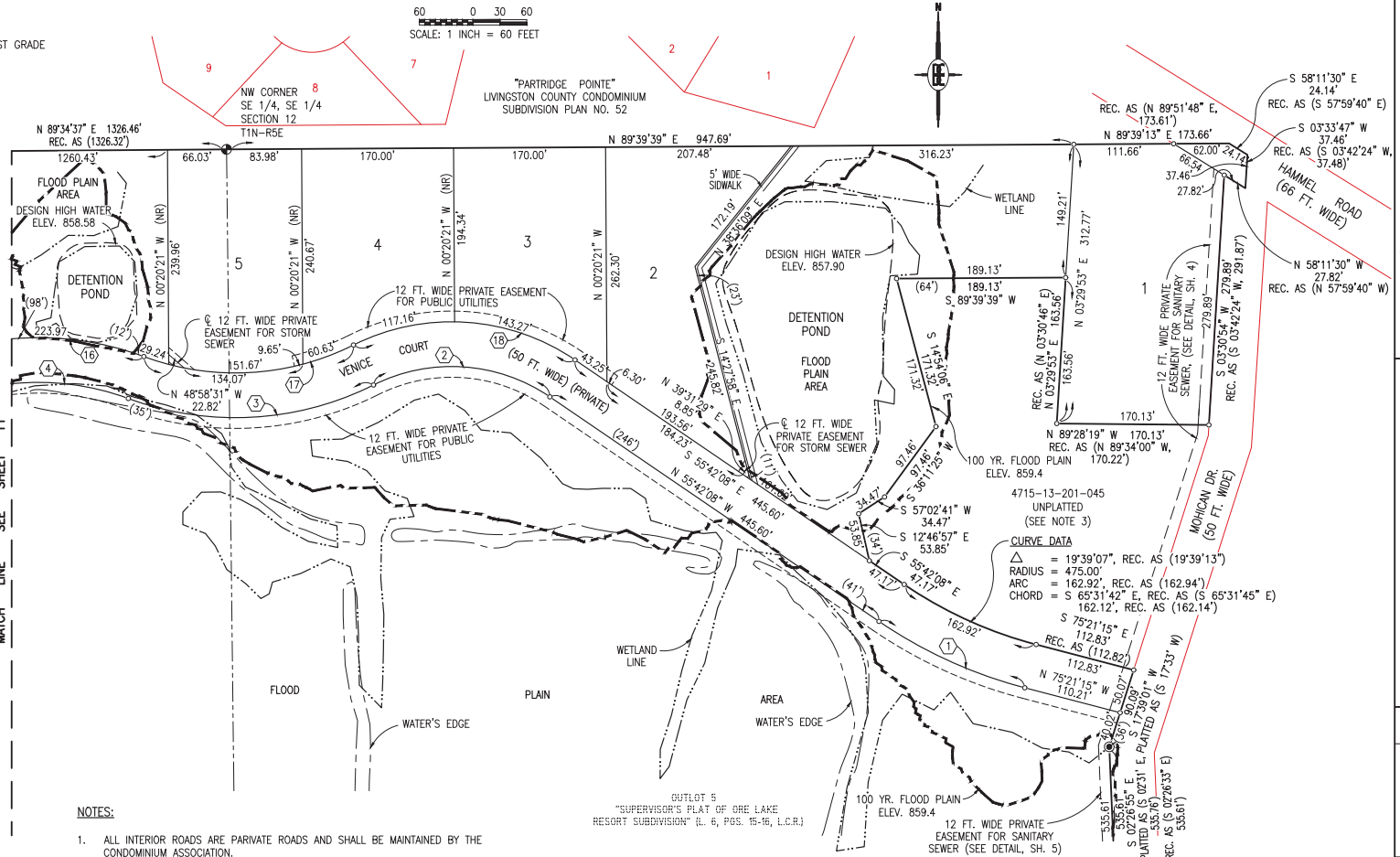
LEGEND

- | | |
|-------|-----------------------------------|
| ○ | CONCRETE MONUMENT 4" DIAMETER |
| | 36" LONG ENCASED 1/2" IRON ROD. |
| 1 | UNIT NUMBER |
| (R) | DENOTES RADIAL LOT LINES |
| (NR) | DENOTES NON-RADIAL LOT LINES |
| (25) | CURVE NUMBER |
| ---- | WATER'S EDGE |
| ----- | WETLAND BOUNDARY |
| ===== | 100 YR. FLOOD PLAIN |
| (25') | DISTANCE FROM 100 YR. FLOOD PLAIN |

PROPOSED AS OF NOVEMBER 21, 2022

A diagram of a rectangular unit. The unit is labeled "UNIT" with a curved arrow pointing to it. The unit is divided into two sections by a horizontal line. The top section has a height of 25' and the bottom section has a height of 15'. The unit is shown on a sloped ground surface labeled "LOWEST GRADE". The unit is oriented such that its corners are at 90° angles to the ground surface.

SCHEDULE OF UNIT AREAS	
LOT NO.	AREA (SQ. FT.)
1	54294
2	42592
3	36951
4	36021
5	37024



1. ALL INTERIOR ROADS ARE PRIVATE ROADS AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
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CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING DIRECTION
1	525.00	19°37'07"	180.07	179.19	N 65°31'42" W
2	195.00	60°54'19"	207.28	179.69	N 86°09'18" W
3	345.00	46°54'45"	282.48	274.65	S 86°50'55" W
4	290.00	55°09'13"	279.16	268.50	S 82°43'41" W
16	340.00	55°09'13"	321.29	314.80	N 82°43'41" E
17	295.00	46°54'45"	260.43	234.85	N 86°50'55" E
18	295.00	60°54'19"	241.53	248.34	S 86°09'18" E

○ CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASES 1/2" IRON ROD

● FOUND CONCRETE MONUMENT

1 UNIT NUMBER

(R) DENOTES RADIAL LOT LINES

(NR) DENOTES NON-RADIAL LOT LINES

(25) CURVE NUMBER

--- WATER'S EDGE

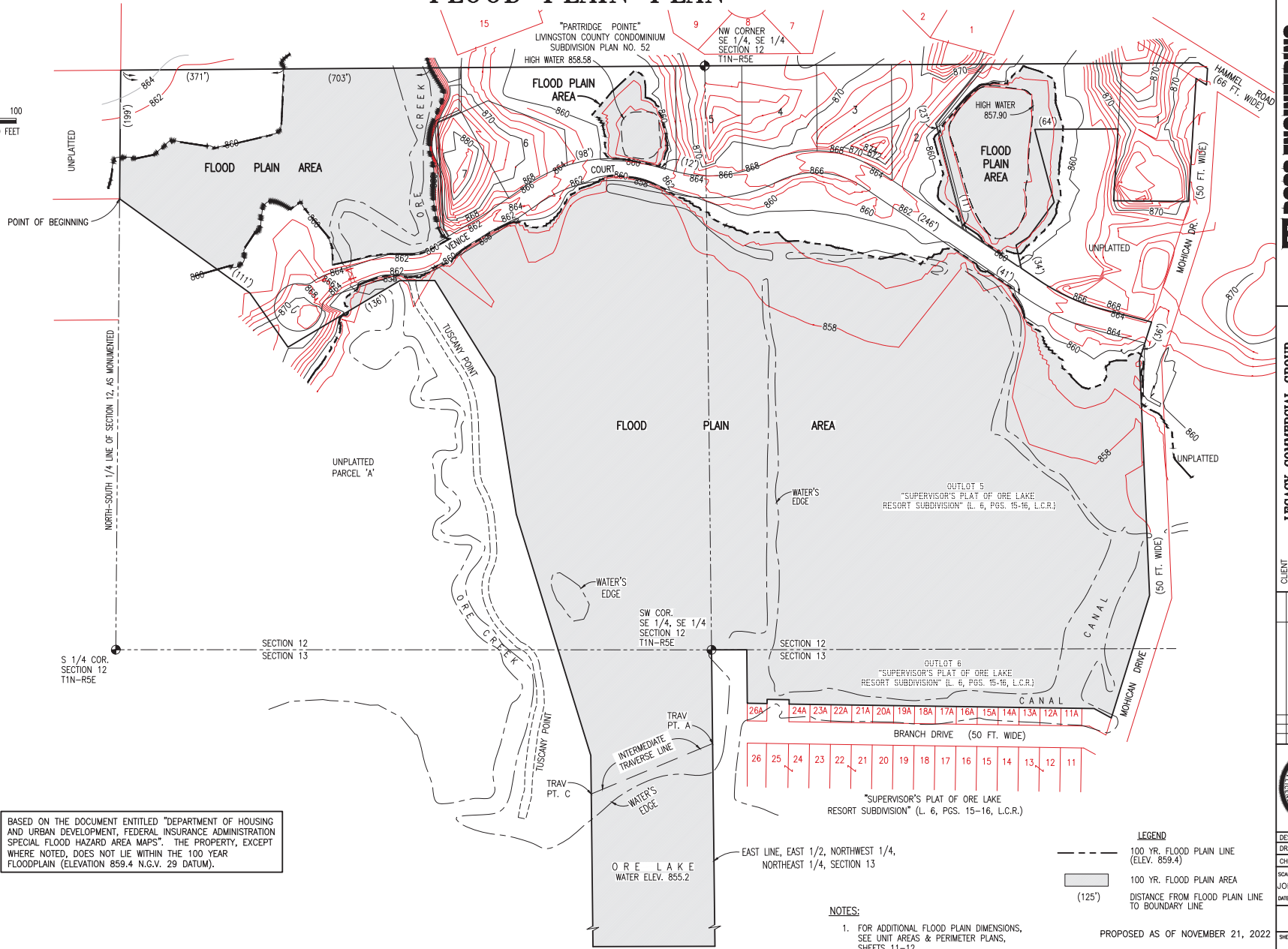
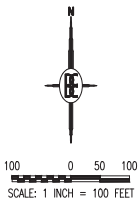
--- WETLAND LINE

100 YR. FLOOD PLAIN

(25') DISTANCE FROM 100 YR. FLOOD PLAIN
TO BOUNDARY LINE OR LOT LINE.

The diagram illustrates a typical unit plan view. It shows a rectangular building area with a width of 30' MIN and a depth of 25' MIN. The building is set back from the front property line by 10' MIN. The front property line is 50' from the road. The road is 12' wide. A public utility easement is shown on the right side of the road. The text 'BUILDING AREA UNIT LIMITS OF OWNERSHIP' is written inside the building area. The caption below the diagram is 'TYPICAL UNIT PLAN VIEW' and 'NO SCALE'.

FLOOD PLAIN PLAN



BASED ON THE DOCUMENT ENTITLED "DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION SPECIAL FLOOD HAZARD AREA MAPS". THE PROPERTY, EXCEPT WHERE NOTED, DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN (ELEVATION 859.4 N.G.V. 29 DATUM).

NOTES

1. FOR ADDITIONAL FLOOD PLAIN DIMENSIONS,
SEE UNIT AREAS & PERIMETER PLANS,
SHEETS 11-12.

PROPOSED AS OF NOVEMBER 21, 2022

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
(E-MAIL: bosseng.com)

LANSHIRE COUNTY:
3121 E. GRAND RIVER AVE.
GRAND RAPIDS, MI 49508
(616) 246-6735; FAX (616) 246-1670

OKLAHOMA COUNTY:
24435 HALESDALE ROAD
FARMER, OK 73439
(800) 763-5392; FAX (741) 636-9440

LEGACY COMMERCIAL GROUP

ORE LAKE ESTATES

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PLOT

1 1/2
INFORM

HEET NO.

3

From: [Scott Pacheco](#)
To: [Ken Lucas](#); [Pat Hohl](#)
Cc: [Logan McAnallen \(logan@legacyipg.com\)](mailto:logan@legacyipg.com)
Bcc: [Amy Steffens](#); [Lisa Perschke](#)
Subject: RE: Ore Lake Estates, changes to condominium
Date: Wednesday, December 14, 2022 1:09:00 PM
Attachments: [Land Combination, Division and Boundry Adjustment Application.pdf](#)
[2017 Site Plan Application.pdf](#)

Mr. Lucas:

I have reviewed your proposal, my response below includes a description of the project (to verify that I am understanding what you are proposing, correctly), a description of the process that would be required for this item and what is need to start moving this project forward. I have also attached the site plan and land divisions application forms to this e-mail.

PROJECT DISCRITION:

It appears in reviewing the submitted plans that:

1. You would than like to apply for an amendment to site plan for the original Ore Lake Estates condominium project. This amendment would include the following
 - a. Submitting for a Land Division application to divide the existing 92.66 acre site (Parcel 1) into two parcels a 28.27 acre site (Parcel A) and a 63.91 acre site (Parcel B).
 - b. On Parcel B you than are asking to allow a condominium project which would remain unchanged from what was previously approved in this area. Allowing for 7 residential units (Lots 1-7), the common open space area, utilizing the existing roadway that has already been constructed, and the dock area.

PROCESS:

Because the project amendment will reduce the open space area on the original project and would be significantly different (removing 28.75 acres from the overall site) from the original site plan approval this would be considered a mayor amendment to the approved site plan the proposed amendment would review by the Planning Commission and Township Board.

1. Apply for a Land Division (you may wish to do this before or after approval of the site plan for the condominium project) (attached application form)
2. Apply for site plan review for the 7-lot site condominium project on Parcel 2. (Section 36-73)

The land division will require your land division document (plan and legal descriptions) which were attached to your December 9, 2022, the land divisions application form filled out and signed, the certificate from the Livingston county treasurer that all property taxes and special assessments due on the parcel or tract subject to the proposed division for the 5 years preceding the date of the application have been paid, and the \$100 land divisions fee.

The site plan will require you to submit your condominium documents (project plans, master deeds and by laws) that you have attached to your December 9, 2022, the site plan review application form filled out and signs and the required fees \$2,000 plus the \$3,500 dollar escrow.

Depending how you would like to proceed we could process the site plan review for the condominium project with a condition that the lot be split prior to recording the master deed and by laws for final approvals or your can apply for and receive approval of the land division prior to applying for the site plan review.

To process the amendment to the condominium requires site plan review which requires the Planning Commission recommendation to the Township Board and a determination on the amendment from the Township Board. This mean you the project will need to go to a Planning Commission and Township Board meeting for review.

Once this project officially submitted along with the site plan review fee and escrow the Township can start review of the project document to make sure all of the information needed has been included.

One additional comment the existing lot is 92.66 acres have you or your attorneys look into submitting for land divisions instead of the condominium project under section 560.108 of the land division act (exempt splits)? The land division act allow up to 11 exempt splits. This would than just need submittal of a land division application for the project. Number that process each lot would require a legal description. I would imagine that all the proposed lots would meet the zoning regulations for the Water Front Residential zoning district.

Please let me know if you have any further questions.

Thank you,
Scott Pacheco, AICP
Hamburg Township
Planning and Zoning

From: Ken Lucas <kucas@osklaw.com>
Sent: Friday, December 9, 2022 3:55 PM
To: Pat Hohl <pathohl@hamburg.mi.us>; Scott Pacheco <spacheco@hamburg.mi.us>
Cc: Logan McAnallen (logan@legacyipg.com) <logan@legacyipg.com>
Subject: FW: Ore Lake Estates, changes to condominium

Good Afternoon, Pat and Scott:

In follow up to my call with Pat this afternoon, please see attached and below regarding this

proposed change for Ore Lake Estates.

Please review and advise any questions or issues.

Regards,

Ken

Kenneth U. Lucas, PC

Attorney at Law
200 Woodland Pass, PO Box 1296
East Lansing, Michigan 48826-1296
(offices of Oade, Stroud & Kleiman, PC)
tel: (517) 881-2192 (cell)
tel: (517) 351-3550 (office)
fax: (517) 351-9428
email: KLucas@osklaw.com

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From: Ken Lucas

Sent: Wednesday, November 2, 2022 11:12 AM

To: Patrick Hohl (pathohl@hamburg.mi.us) <pathohl@hamburg.mi.us>; Chris Madigan (cmadigan@hamburg.mi.us) <cmadigan@hamburg.mi.us>

Cc: Logan McAnallen (logan@legacyipg.com) <logan@legacyipg.com>

Subject: Ore Lake Estates, changes to condominium

Pat and Chris:

Pat, thank you for your return call this morning.

I understand that Chris will be leaving Hamburg Township this Friday, and that Scott Pacheco will be replacing Chris. Pat, you offered to forward this email to Scott to keep this process moving forward.

Ore Lake Estates Condo Master Deed was recorded in June of 2021 with Condominium plan #444. My client, Logan McAnallen, purchased the entire property in April of 2022.

Logan's goal is to reduce the condominium from 13 units to 7 units, and reduce the size of the general common area.

Ideally, we would accomplish this by terminating the present Master Deed, and recording a new Master Deed with the reduced size condominium on the same day. We plan to use the same name (Ore Lake Estates) and the plan number you prefer (either the current #444 or a newly assigned number). This would give Logan a fresh start with the development.

I attach for reference a copy of the draft new Master Deed, draft Bylaws, and the Exhibit B drawings, and the proposed split drawings for the portions of the current condominium which have been removed. The exhibit B drawings will be updated to remove the fire suppression tank (which we understand is not required for fewer than 11 units) and an updated reference to the Developer's access easement to the new lot on the West side of the condominium.

Thank you very much for your assistance in the Township review and approval of this plan, and I look forward to working with you. Please review and advise any questions or issues.

Regards,

Ken

Kenneth U. Lucas, PC

Attorney at Law

200 Woodland Pass, PO Box 1296

East Lansing, Michigan 48826-1296

(offices of Oade, Stroud & Kleiman, PC)

tel: (517) 881-2192 (cell)

tel: (517) 351-3550 (office)

fax: (517) 351-9428

email: KLucas@osklaw.com

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32605 West Twelve Mile Road, Suite 165
Farmington Hills, MI 48334
Tel: (248) 553-0290 ■ Fax: (248) 553-0588
E-mail: info@mcka.com ■ Web site: www.mcka.com

COMMUNITY PLANNING ■ URBAN DESIGN

July 11, 2000

Township Board
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Sean O'Neil, Zoning Inspector

Subject: Lakeview Open Space Site Condominium - 2nd REVISED Final site plan review

Dear Planning Commission:

We have reviewed the final open space site plan for the proposed Lakeview Open Space Site Condominium residential project, dated September 22, 1999. We offer the following comments based upon the Hamburg Township Zoning Ordinance and sound planning principals.

OPEN SPACE REVIEW PROCESS

1. An optional pre-application conference was held with township staff.
 2. This plan has been before the Planning Commission for conceptual review.
 3. Based upon comments by the Planning Commission, the applicant revised the proposal and prepared a Preliminary Open Space Plan.
 4. The Planning Commission conducted a public hearing on June 17, 1998 to receive comments on the Preliminary Open Space Plan.
 5. Following the public hearing, the Planning Commission gave direction to the applicant. The Planning Commission provided a recommendation to the Township Board for preliminary condominium approval.
 6. Final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.
- Following the recommendation of the Planning Commission, the Township Board shall review the site plan for final open space site plan.

Hamburg Township Planning Commission
Lakeview Open Space Site Condo - 2nd REVISED Final Site Plan Review
July 11, 2000 - Page 2

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is approximately 92 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

FINAL SITE PLAN CONSIDERATIONS

The following comments should be addressed by the applicant to the satisfaction of the Planning Commission prior to final site plan approval.

1. **Private Easement:** Based on specific site constraints with regard to topography, it has been determined that the encroachment of the easement into the wetland area is the least disruptive alternative on the natural features of the site.
2. **Access to the Marina Access Road:** Plans received by the Township December 7, 1999 indicate that the two track access drive to the marina will be improved to provide access to the Marina as originally proposed.
3. **Pedestrian Circulation:** The open space community plan has provide pedestrian access to open space areas from residential areas, and connections between open space areas, etc. as required by Section 14.4.13.
4. **Architecture/Design Elements:** Architectural standards have been included in the Bylaws which meet the intent of the Open Space Ordinance including Section 14.4.10 which requires that at least 40 percent of the residential units must have side entry garages.
5. **Master Deed and Bylaws:** The Master Deed and Bylaws have been revised to address our previous concerns.
6. **Agency Approvals:** It is our understanding that all necessary agency approvals have been obtained.


Hamburg Township Planning Commission
Lakeview Open Space Site Condo - 2nd REVISED Final Site Plan Review
July 11, 2000 - Page 3

RECOMMENDATION

We recommend the Township Board grant final open space site condominium approval based on revised plans received by the Township December 7, 1999 and the revised Master Deed and Bylaws received by the Township May 16, 2000

Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED



John R. Jackson, AICP
Principal Planner



Mario A. Ortega
Senior Planner

cc: Township Engineer: John Adams & Associates, Inc. Fax: (734) 482-8094
Applicant: Metco Services, Warren, MI - Fax (810-755-5774)

PAWPWORK\CLIENTS.E-H\HAMBURG\Cs_99\lakeview2(carlisimo5).fapr.wpd



COMMUNITY PLANNING ■ URBAN DESIGN

32605 West Twelve Mile Road, Suite 165

Farmington Hills, MI 48334

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November 9, 1999

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Leslie Meyers, Zoning Administrator

Subject: Lakeview Open Space Site Condominium - REVISED Final site plan review

Dear Planning Commission:

We have reviewed the final open space site plan for the proposed Lakeview Open Space Site Condominium residential project, dated September 22, 1999. We offer the following comments based upon the Hamburg Township Zoning Ordinance and sound planning principals.

OPEN SPACE REVIEW PROCESS

1. An optional pre-application conference was held with township staff.
2. This plan has been before the Planning Commission for conceptual review.
3. Based upon comments by the Planning Commission, the applicant revised the proposal and prepared a Preliminary Open Space Plan.
4. The Planning Commission conducted a public hearing on June 17, 1998 to receive comments on the Preliminary Open Space Plan.
5. Following the public hearing, the Planning Commission gave direction to the applicant. The Planning Commission provided a recommendation to the Township Board for preliminary condominium approval.

→ *Now, final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.*

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is approximately 92 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

Hamburg Township Planning Commission
 Lakeview Open Space Site Condo - REVISED Final Site Plan Review
 November 9, 1999 - Page 2

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

FINAL SITE PLAN CONSIDERATIONS

The following comments should be addressed by the applicant to the satisfaction of the Planning Commission prior to final site plan approval.

1. **Private Easement:** The revised site plan indicates that the proposed 12 foot wide private easement for telephone, natural gas, cable television and electricity is located on the south side of the proposed Lakeview Road. However, in five locations, the proposed private easement crosses the wetland boundary. Construction in the wetland could severely affect a larger area around the points where construction disturbance has taken place. The applicant must relocate the easement out of the wetland areas. The applicant may wish to consider placing the easement on the north side of Lakeview Road.
2. **Proposed Boat Dock:** The preliminary site plans dated June 12, 1998, and approved September 16, 1998 indicated that the existing two-track road was to be graded and re-graveled, proposed ten parking stalls and proposed a boat dock on the south side of the development. These items are not indicated on the September 22, 1999 final site plans. If these items are no longer proposed, we suggest the applicant place four foot high steel posts or other similar permanent barrier at the access point to the existing two-track road. Such a barrier should be designed to prevent any further vehicles from accessing the area while allowing pedestrians the opportunity to walk to the natural areas of the development.
3. **Pedestrian Circulation:** The open space community plan must provide pedestrian access to all open space areas from all residential areas, connections between open space areas, etc. as required by Section 14.4.13. The site plan indicates that a five foot wide concrete sidewalk is to be constructed on the north side of the private road. Sheet Two appears to propose a connection to the Partridge Point pedestrian trail system to the north. The applicant should label the proposed connection. As mentioned above, if the access road to the south is no longer proposed, we suggest the applicant provide a pedestrian trail along the two-track road constructed of approved material and a barrier placed at the access point. The applicant must also provide an extension of the sidewalk along the proposed private driveway. The site plan should be revised to satisfy the requirements of Section 14.4.13.
4. **Architecture/Design Elements:** High quality architectural design is encouraged to contribute to the benefit of the development. Section 14.4.10 requires that at least 40 percent of the residential units must have side entry garages to prevent residential facades from being dominated by garages. In addition, signage, lighting, entryway features, landscaping, exterior building materials, and other features of the project must be designed and completed with the objective of achieving an integrated

Hamburg Township Planning Commission
Lakeview Open Space Site Condo - REVISED Final Site Plan Review
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and cohesive development. A revised site plan indicating samples of potential unit designs, signage, lighting, entryway features, landscaping, exterior building materials, and other features should be provided by the applicant.

5. **Master Deed and Bylaws:** The Master Deed and Bylaws must contain language for protection of open space, landscape maintenance, private road maintenance, storm water management, and other requirements as outlined in Section 14.4.7.F of the Zoning Ordinance.

Master Deed Article VII paragraph (n) must be revised so that it is clear that the Township has the discretion to determine if the Open Space Areas have not been maintained in reasonable order and condition or if the areas become a public nuisance due to their condition.

Master Deed Article VIII must be revised so that any amendments proposed by either the developer or the association which would effect the use, nature or location of Open Space areas must first receive Township approval.

Bylaws Article VI must include language which meets the requirements for open space activity restrictions found in Section 14.4.7.F.1 through 4.

6. **Agency Approvals:** The following agency approval are necessary prior to final approval:
- a. Livingston County Road Commission
 - b. Livingston County Health Department
 - c. Livingston County Drain Commissioner
7. **Utilities/Drainage:** We defer to the Township Engineer to address all engineering related issues.

RECOMMENDATION

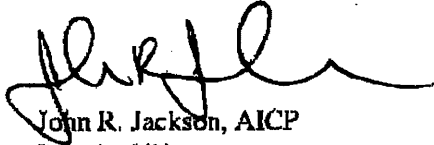
We recommend that the applicant submit the following information for review prior to the planning commission granting final open space site condominium approval:

- 1) A revised site plan to include the following:
 - a) A revised location for the private utilities easement;
 - b) A barrier at the access point to the existing two-track road;
 - c) A revised trail system to satisfy the requirements of Section 14.4.13.
 - d) Samples of potential unit designs, signage, lighting, entryway features, landscaping, exterior building materials, and other features to determine compliance with Section 14.4.10.
- 2) Revisions to the Master Deed and Bylaws as outlined above;
- 3) A copy of the approvals from the Livingston County Road Commission, Livingston County Health Department, Livingston County Drain Commissioner and all other appropriate state and local agencies.

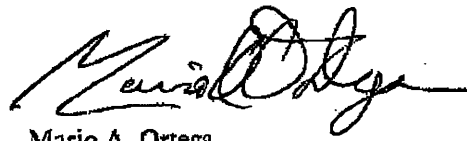
Hamburg Township Planning Commission
Lakeview Open Space Site Condo - REVISED Final Site Plan Review
November 9, 1999 - Page 4

Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED



John R. Jackson, AICP
Principal Planner



Mario A. Ortega
Senior Planner

cc: Township Engineer: John Adams and Associates, Inc.
Applicant: Metco Services, Warren, MI - Fax (810-755-5774)

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COMMUNITY PLANNING ■ URBAN DESIGN

June 25, 1999

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Leslie Meyers, Zoning Administrator

Subject: Lakeview Open Space Site Condominium - final site plan review

Dear Planning Commission:

We have reviewed the final open space site plan for the proposed Lakeview Open Space Site Condominium residential project, dated May 20, 1999. We offer the following comments based upon the Hamburg Township Zoning Ordinance and sound planning principals.

OPEN SPACE REVIEW PROCESS

1. Optional pre-application conference was held with township staff.
 2. This plan has been before the Planning Commission for conceptual review.
 3. Based upon comments by the Planning Commission, the applicant revised the proposal and prepared a Preliminary Open Space Plan.
 4. The Planning Commission conducted a public hearing on June 17, 1998 to receive comments on the Preliminary Open Space Plan.
 5. Following the public hearing, the Planning Commission gave direction to the applicant. The Planning Commission provided a recommendation to the Township Board for preliminary condominium approval.
- *Now, final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.*

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is about 92.33 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

Hamburg Township Planning Commission
 Lakeview Open Space Site Condo - Final Site Plan Review
 June 25, 1999 - Page 2

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

FINAL SITE PLAN CONSIDERATIONS

The following comments should be addressed by the applicant to the satisfaction of the Planning Commission prior to final site plan approval.

1. **Grading:** A contingency of preliminary open space site condominium approval granted September 16, 1998 was that the improvement of the topography will be clearly stated on the site plan. The final site plans dated May 20, 1999 does not clearly indicate the existing grading on the site. Revised site plans should be submitted with legible existing and proposed topography lines and labels to determine the extent of proposed grading.
2. **Proposed Boat Dock:** The preliminary site plans dated June 12, 1998, and approved September 16, 1998 indicated that the existing two-track road was to be graded and re-graveled, proposed ten parking stalls and proposed a boat dock on the south side of the development. If these items are still proposed they must be indicated on the final site plan and a grading plan for the two-track road must be submitted.
3. **Pedestrian Circulation:** The open space community plan must provide pedestrian access to all open space areas from all residential areas, connections between open space areas, etc. as required by Section 14.4.13. The site plan indicates that a five foot wide concrete sidewalk is to be constructed on the north side of the private road. The applicant should try to provide additional trails to other scenic areas of the development. This may include the area to the south along Ore Creek or the back of lots 9 to 13. At a minimum the applicant should provide an extension of the sidewalk along the proposed private driveway. The site plan should be revised to satisfy the requirements of Section 14.4.13.
4. **Architecture/Design Elements:** High quality architectural design is encouraged to contribute to the benefit of the development. Section 14.4.10 requires that at least 40 percent of the residential units must have side entry garages to prevent residential facades from being dominated by garages. In addition, signage, lighting, entryway features, landscaping, exterior building materials, and other features of the project must be designed and completed with the objective of achieving an integrated and cohesive development. A revised site plan indicating samples of potential unit designs, signage, lighting, entryway features, landscaping, exterior building materials, and other features should be provided by the applicant.
5. **Master Deed and Bylaws:** The Master Deed and Bylaws must contain language for protection of open space, landscape maintenance, private road maintenance, storm water management, and other requirements as outlined in Section 14.4.7.F of the Zoning Ordinance. Section 3.3.1.b of the

Hamburg Township Planning Commission
Lakeview Open Space Site Condo - Final Site Plan Review
June 25, 1999 - Page 3

Township Condominium ordinance requires that a copy of the Master Deed and Bylaws must be submitted for review prior to final condominium approval.

6. **Agency Approvals:** The following agency approval are necessary prior to final approval:
- a. Livingston County Road Commission
 - b. Livingston County Health Department
 - c. Livingston County Drain Commissioner
7. **Utilities/Drainage:** Detailed information regarding these elements of the project must be submitted for review and approval. We defer to the Township Engineer to address all engineering related issues.

RECOMMENDATION

We recommend that the applicant submit the following information for review prior to the planning commission granting final open space site condominium approval:

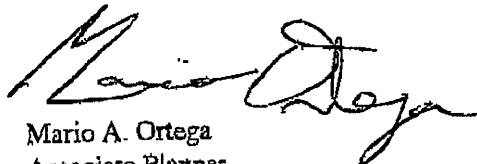
- 1) A revised site plan to include the following:
 - a) Clearly labeled and legible existing and proposed topography;
 - b) Proposed two-track improvements, parking stalls and boat docks if the applicant intends to construct them;
 - c) A revised trail system to satisfy the requirements of Section 14.4.13.
 - d) Samples of potential unit designs, signage, lighting, entryway features, landscaping, exterior building materials, and other features to determine compliance with Section 14.4.10.
- 2) A copy of the Master Deed and Bylaws to insure language is included for protection of open space, landscape maintenance, and other requirements as outlined in Section 14.4.7.F.
- 3) A copy of the approvals from the Livingston County Road Commission, Livingston County Health Department, Livingston County Drain Commissioner and all other appropriate state and local agencies.

Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED



John R. Jackson, AICP
Principal Planner



Mario A. Ortega
Associate Planner

cc: Township Engineer: John Adams and Associates, Inc.
Applicant: Metco Services, Warren, MI - Fax (810-755-5774)



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COMMUNITY PLANNING ■ URBAN DESIGN

August 26, 1998

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Leslie Meyers, Zoning Administrator

Subject: Carlesimo Open Space Community Preliminary Site Plan Review

Dear Planning Commission:

We have reviewed the site plan for the proposed Carlesimo Open Space Community residential project, dated June 12, 1998. The revised plans reflect a reduction in the size of lots 9, 10, 11, 12, and 13. These lots were reduced to increase the amount of common upland open space and to preserve significant stands of trees located on the northwest side of the private drive serving these five units. We offer the following comments for your consideration.

SUMMARY OF COMMENTS

The proposed development is consistent with the terms of Article 14, Opens Space Community of the Hamburg Township Zoning Ordinance. However the following issues must be resolved prior to preliminary site plan approval:

1. Applicant must receive a waiver from Planning Commission and Township Board to serve five lots from a single private drive. Police and Fire Departments should review and comment on request.
2. Resolve discrepancy between typical private road section with one sidewalk on each side and site plan with sidewalk on north side only.
3. A wetland delineation should be provided and reviewed by H.E.R.B.
4. Public or private status of Mohican Road must be verified and proper provisions for permanent access and maintenance provided.

Hamburg Township Planning Commission
 Carlesimo *Revised* Preliminary Open Space Review
 August 27, 1998
 Page 2

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is about 92.5 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

OPEN SPACE REVIEW PROCESS

1. Optional pre-application conference was not held with township staff.
2. This plan appeared before the Planning Commission for conceptual review. No formal action was taken by the Planning Commission at that time, but the Planning Commission set a public hearing date.
3. A public hearing was held to receive comments on June 17, 1998. Based upon comments, the applicant has revised the proposal and prepare a Preliminary Open Space Plan.
4. The Planning Commission conducted a public hearing to receive comments on the Preliminary Open Space Plan.
5. Following the public hearing, the Planning Commission gives direction to the applicant. The plan is revised if necessary. The Planning Commission then takes action to table or recommend approval or denial to the Township Board. The Planning Commission provides a recommendation to the Township Board for preliminary condominium approval.
6. Final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.

OPEN SPACE ELIGIBILITY

1. The applicant has submitted a revised parallel plan indicating three more lots than the original submittal with a total of 15 lots. However, the proposed parallel plan does not include the provision of storm water detention. The provision of adequate storm water detention facilities would likely reduce the number of lots. Despite the increase in the

Hamburg Township Planning Commission
Charlesimo *Revised* Preliminary Open Space Review
August 27, 1998
Page 3

number of lots shown on the parallel plan, the applicant continues to propose 13 lots on the open space plan.

2. The development site is under single ownership.
3. The development exceeds the five acre minimum requirement.
4. By ordinance, an open space community must provide a recognizable and substantial benefit to the residents of the development and to the overall quality of life in the Township. Based on input received at the June 17, 1998 Planning Commission meeting, the applicant has revised the plan to address many of the concerns described in our previous review and in discussions with the applicant regarding the eligibility of the project. The reduction in the length of the roadway and realignment further northwest provides additional preservation of the wetlands, waterways, and trees on the site. At the time of final site plan the grading plans should be carefully reviewed to ensure that the exact location of the road and private driveway minimizes damage to the existing features of the site to the greatest extent possible.

PRELIMINARY OPEN SPACE REVIEW COMMENTS

1. **Roadway:** The developer is proposing a 50 foot right-of-way with an 18 foot wide paved road with curb and gutter. Five of the units will be served by a 20 foot wide private access easement with a 12 foot wide driveway. This will require a waiver from the Private Road Ordinance which sets a limit of two units to be served from a private driveway. The Fire and Police Department should have an opportunity to review and comment on the design of the private drive and its turnaround as it relates to emergency situations.

The proposed road has been reduced in length by approximately 600 linear feet from the initial proposal. Construction of the road will require wetland fill, possibly a wetland crossing and clearing of existing trees. As soon as possible, grading plans should be submitted which demonstrates the optimal layout for preserving trees and minimizing the amount of fill necessary.

2. **Sidewalks:** The typical private road cross sections indicates sidewalks on both sides of the private road. The site plan only indicates a sidewalk on the north side of the private road. This discrepancy should be addressed. We believe sidewalks are only necessary on one side of the road.
3. **Wetlands:** Wetlands need to be delineated under the requirements of Section 3.6, Wetland Determination. This delineation should be reviewed by the HERB and is required to include the items listed below. A report from HERB should be provided for review prior to preliminary approval.
 - a) A written summary of how and when the wetland was delineated;
 - b) Major plant species and animal breeding habitat that are present and an estimation of how the wetland functions or relates to its general environment;
 - c) The presence of any hills or springs;

Hamburg Township Planning Commission
Charlesimo *Revised* Preliminary Open Space Review
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Page 4

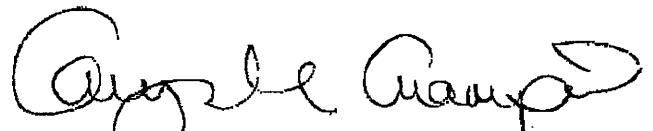
d) An accurate measurement of the wetland area in acres and square feet.

4. **Access:** The development will be accessed off Mohican Road, which is a gravel road. The determination of whether this is a private or public road should be addressed. Section 14.4.11 requires all open space communities to have direct access onto a County road or State highway. If the road is determined to be private, in order to meet the intent of this requirement we recommend that Mohican Road be improved from Hammel Road, which is a County road, to the entrance of the development. In addition, a joint maintenance agreement must be recorded for the use of the existing private road.

Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED


John R. Jackson, AICP
Principal Planner


Caryn M. Champine
Senior Planner

cc: Township Engineer: John Barber- McNamee, Porter & Seeley - Brighton
Applicant A&E: Metco Services (12504 Stephens, Warren, MI 48089)

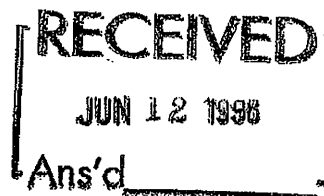


COMMUNITY PLANNING ■ URBAN DESIGN

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June 10, 1998

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139



Attention: Leslie Meyers, Zoning Administrator

Subject: Carlesimo Open Space Community Conceptual Site Plan Review

Dear Planning Commission:

We have reviewed the site plan for the proposed Carlesimo Open Space Community residential project, dated May 4, 1998. We offer the following comments for your consideration.

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is about 92 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

OPEN SPACE REVIEW PROCESS

1. Optional pre-application conference was not held with township staff.
 2. This plan is now before the Planning Commission for conceptual review. No formal action is taken by the Planning Commission at this time, but the Planning Commission may set a public hearing date.
- ➔ A public hearing is held to receive comments. Based upon comments, the applicant will revise the proposal and prepare a Preliminary Open Space Plan.

Farmington Hills ■ Kalamazoo

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Ans'd

4. The Planning Commission conducts a public hearing to receive comments on the Preliminary Open Space Plan.
5. Following the public hearing, the Planning Commission gives direction to the applicant. The plan is revised if necessary. The Planning Commission then takes action to table or recommend approval or denial to the Township Board. The Planning Commission provides a recommendation to the Township Board for preliminary condominium approval.
6. Final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.

OPEN SPACE ELIGIBILITY

1. The applicant has submitted a revised parallel plan indicating three more lots than the original submittal with a total of 15 lots. The applicant is proposing 13 lots on the open space plan. The right-of-way measures at 66 feet wide, the label should be corrected for 50 feet wide to reflect this dimension.
2. The development site is under single ownership.
3. The development exceeds the five acre minimum requirement.
4. By ordinance, an open space community must provide a recognizable and substantial benefit to the residents of the development and to the overall quality of life in the Township. The revised plan has addressed many of the concerns described in our previous review and in discussions with the applicant regarding the eligibility of the project. The reduction in the length of the roadway provides additional preservation of the wetlands and waterways on the site. At the time of final site plan the grading plans should be carefully reviewed to ensure that the exact location of the road and private driveway minimizes damage to the existing features of the site to the greatest extent possible.

PRELIMINARY OPEN SPACE REVIEW COMMENTS

1. **Roadway:** The developer is proposing a 50 foot right-of-way with an 18 foot wide paved road with curb and gutter. Five of the units will be served by a 20 foot wide private access easement with a 12 foot wide driveway. This will require a waiver from the Private Road Ordinance which sets a limit of two units to be served from a private driveway. The Fire and Police Department should have an opportunity to review and comment on the design of the private drive and its turnaround as it relates to emergency situations.


The proposed road has been reduced in length by approximately 600 linear feet. As proposed, construction of the road will require wetland fill, possibly a wetland crossing and clearing of existing trees. As soon as possible, grading plans should be submitted which demonstrates the optimal layout for preserving trees and minimizing the amount of fill necessary.


2. **Wetlands:** Wetlands need to be delineated under the requirements of Section 3.6, Wetland Determination. This delineation should be reviewed by the HERB and is required to include the items listed below. A report from HERB should be provided for review prior to preliminary approval.
 - a) A written summary of how and when the wetland was delineated;

- b) Major plant species and animal breeding habitat that are present and an estimation of how the wetland functions or relates to its general environment;
 - c) The presence of any hills or springs;
 - d) An accurate measurement of the wetland area in acres and square feet.
3. **Access:** The development will be accessed off Mohican Road, which is a gravel road. The determination of whether this is private or public road should be addressed. Section 14.4.11 requires all open space communities to have direct access onto a County road or State highway. If the road is determined to be private, in order to meet the intent of this requirement we recommend that Mohican Road be improved from Hammel Road, which is a County road, to the entrance of the development. In addition, a joint maintenance agreement must be recorded for the use of the existing private road.

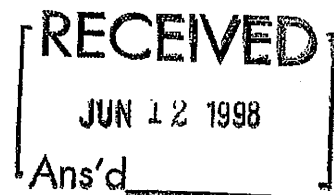
Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED


John R. Jackson, AICP
Principal Planner


Caryn M. Champine
Senior Planner

cc: Township Engineer: John Barber- McNamee, Porter & Seeley - Brighton
Applicant A&E: Metco Services (12504 Stephens, Warren, MI 48089)

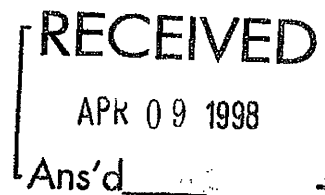




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April 9, 1998



Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Leslie Meyers, Zoning Administrator

Subject: Carlesimo Open Space Community Conceptual Site Plan Review

Dear Planning Commission:

We have reviewed the site plan for the proposed Carlesimo Open Space Community residential project, dated March 10, 1998. We offer the following comments for your consideration.

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is about 92 acres in area. The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

OPEN SPACE REVIEW PROCESS

1. Optional pre-application conference was not held with township staff.
- ➔ This plan is now before the Planning Commission for conceptual review. No formal action is taken by the Planning Commission at this time, but the Planning Commission may set a public hearing date.
3. Based upon comments by the Planning Commission, the applicant will revise the proposal and prepare a Preliminary Open Space Plan.

Farmington Hills ■ Kalamazoo

4. The Planning Commission conducts a public hearing to receive comments on the Preliminary Open Space Plan.
5. Following the public hearing, the Planning Commission gives direction to the applicant. The plan is revised if necessary. The Planning Commission then takes action to table or recommend approval or denial to the Township Board. The Planning Commission provides a recommendation to the Township Board for preliminary condominium approval.
6. Final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.

OPEN SPACE COMMUNITY ELIGIBILITY

1. The applicant has submitted a parallel plan indicating 12 lots. The applicant is proposing 12 lots on the open space plan.
2. The development site is under single ownership.
3. The development exceeds the five acre minimum requirement.
4. Based on our preliminary review, we do not believe that the proposed development meets the standards of Article 14 Open Space Community. By ordinance, an open space community must provide a recognizable and substantial benefit to the residents of the development and to the overall quality of life in the Township. The proposed open space plan preserves the regulated wetlands and waterways on the site by excluding these elements from the boundaries of the individual homesites. Though this provides additional protection, under conventional zoning, development would be restricted from these areas due to state regulation. In addition, the proposed roadway and lot layout does not incorporate the best alternative to preserve the fragile resources on the site.

There are 12 proposed lots developed along a cul-de-sac. Under conventional one acre development, there would be approximately 10 lots along that same cul-de-sac. The proposed open space plan provides the additional density with minimal advantage as a trade off. At a minimum, the applicant should consider the comments contained in this review to improve the benefit of the development to be considered for the open space status.

5. The site plan indicates that there is about 62 acres of open space (67% of the total site), which exceeds the minimum 40% required. The applicant should include the percentage of upland provided within the open space. Approximately 7.56 acres of the open space is upland area that is accessible to all residents of the open space community.

CONCEPTUAL OPEN SPACE CONSIDERATIONS

As proposed, the open space plan does not meet the criteria for open space communities. The following information is provided to assist the applicant in developing a plan which will meet the criteria listed above and provide a substantial benefit to Hamburg Township.

1. **Roadway:** The developer is proposing a 50 foot right-of-way with an 18 foot wide paved road with curb and gutter. The proposed road is a cul-de-sac approximately 2,600 linear feet. As proposed, construction of the road will require wetland fill, possibly a wetland crossing and clearing of existing trees. At the time of preliminary and final site plan review, grading plans should be submitted which demonstrates the optimal layout for preserving trees and minimizing the amount of fill necessary.


2. **Alternative Layout:** To minimize disturbance to the natural features the cul-de-sac should be shortened to approximately where lots 6 and 7 are proposed. With less roadway to provide the 12 allowable lots we recommend techniques such as reduced lot sizes, flag lots and /or shared driveways be incorporated. (See figure 1)
3. **Landscaping:** Landscape plans have been submitted for the development. The following information and recommendations should be considered in order to preserve the natural environment within the development and the quality of life for the residents:
 - a. A landscape plan for proposed detention ponds and wetlands should be submitted. Landscaping should be sensitive to the fill areas along the roadway. They should incorporate natural vegetation appropriate for these areas. The density of these plantings should also be indicated, such as number of plants per square yard.
 - b. The limits of grading and site clearing must be shown on the plans and should minimize damage to existing vegetation and topography.
4. **Wetlands:** The following wetlands issues must be resolved:
 - a. It appears in a few areas construction of the roadway will require a wetland fill or wetland crossing permit from the MDEQ. This permit is required prior to final site condominium and final open space approval. Were possible these situations should be avoided or minimized through realignment of the road.
 - b. Wetlands need to be delineated under the requirements of Section 3.6, Wetland Determination. This delineation should be reviewed by the HERB and is required to include all of the following:
 - 1) A written summary of how and when the wetland was delineated;
 - 2) Major plant species and animal breeding habitat that are present and an estimation of how the wetland functions or relates to its general environment;
 - 3) The presence of any hills or springs;
 - 4) An accurate measurement of the wetland area in acres and square feet.
5. **Access/sight distance:** The development will be accessed off Mohican Road, which is a private gravel road. Section 14.4.11 requires all open space communities to have direct access onto a County road or State highway. In order to meet the intent of this requirement we recommend that Mohican Road be improved from Hammel Road, which is a County road, to the entrance of the development. In addition, a joint maintenance agreement must be recorded for the use of the existing private road.


All existing roadway details such as right-of-way widths and whether it is public or private should be labeled on the plans.
6. **Pedestrian circulation:** The plans propose sidewalks on both sides of the road with proposed connections to the existing trail network in Partridge Pointe. We strongly encourage the connection to the adjacent development, however, the applicant should confirm that this is acceptable to the association. A separate pathway should be provided for bicycles and pedestrians to the proposed boat dock.

7. **Architecture:** High quality architectural design is encouraged to contribute to the benefit of the development. At least 40 percent of the units must have side entry garages to prevent residential facades from being dominated by garages. Signage, lighting, entryway features, exterior building materials, and other features of the project must be designed and completed with the objective of achieving an integrated and cohesive development.
8. **Boat Dock/Lake Access:** A boat dock is proposed which appears to have enough slips for up to 8 boats. The applicant has already obtained a permit for the marina. The following should be addressed:
 - a. More complete details on the control and use of the boat dock must be provided for a complete review. A Special Land Use permit may be necessary.
 - b. A detail indicating the material, width, and thickness of the access drive must be provided. We recommend a pathway for separate pedestrian access.

Respectfully submitted,

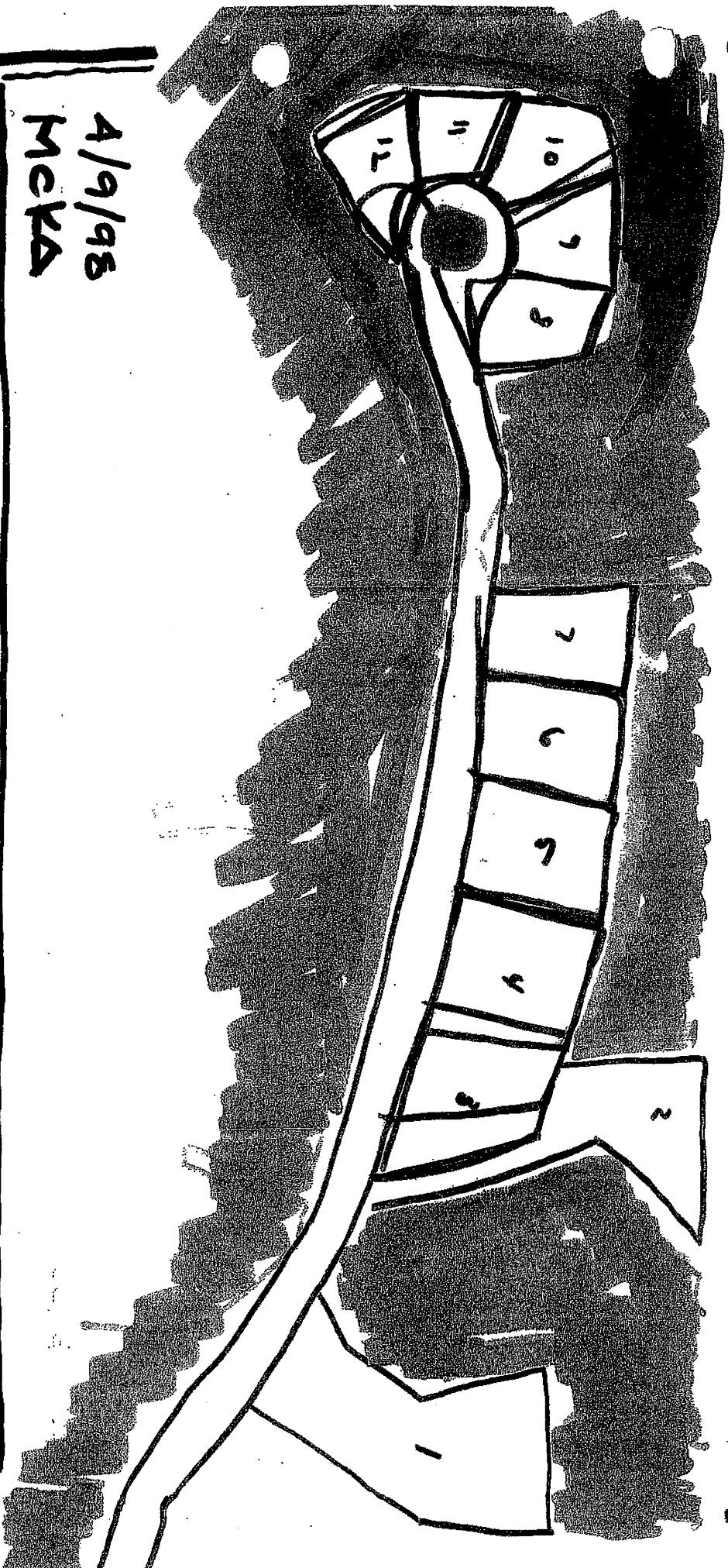
McKENNA ASSOCIATES, INCORPORATED


John R. Jackson, AICP
Principal Planner


Caryn M. Champine
Associate Planner

cc: Township Engineer: John Barber- McNamee, Porter & Seeley - Brighton
Applicant A&E: Metco Services (12504 Stephens, Warren, MI 48089)

ALTERNATIVE DEVELOPMENT CONCEPT



4/9/98
MCKA



April 3, 1998

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: **Leslie Myers**
Zoning Administrator

Subject Carlesimo Open Space Site Condominium

Dear Ms. Myers:

Based on the Suggestion and comments conducted by McKenna & Associates, the following have been modified and provided for the above development.

1. Lot 17, 18, 19 had been eliminated from parallel and open space plan.
2. 10% of the upland area of the 40% required for open space concept has been provided.
3. Units 1 & 2 were modified and it will just be 1 unit in that area.
4. Detailed Sanitary Sewer plans will be provided once the lot and road layout has been approved by the Planning Commission. It will be incorporated in the set of engineering plans.
5. Landscape plans are being prepared.
6. Final landscape plans for proposed detention basin and wetlands will be provided once the Planning Commission has approved the layout.
7. Site clearing, grubbing and grading plan will be imposed on complete set of engineering plans.
8. Permit has been approved for Wetland crossing and roadway construction.
9. Wetland crossing for lots have been eliminated.
10. A 25 ft. wd. of wetland setback has been provided on all lots.
11. A wetland delineation and report conducted by Robert Leighton Co. will be given to HERB.
12. Based on the agreement between the owner and the Planning Commission, Mohican Drive will be improved from Hammel Road to the entrance of the project.
13. Roadway details and sections have been provided on the parallel and open space site plan.
14. 5.0" wd. sidewalk was provided along the entire length of the proposed private road. A walking trail has been proposed to provide connectivity with the adjacent development.
15. Architectural plan and Site design will be provided after layout has approved.
16. Boat dock details have been provided on the open space plan. A detail section of Access Drive is shown on the plan.

Very truly yours,

METCO SERVICES, INC.

Martin C. Dunn PS
Senior Associate

Z:\DATA\Pats\DOCSpc1

cc: John Carlesimo
Norman Hyman
William Wichers

Management, Engineering & Technical Consultants

12504 Stephens Warren, MI 48089 (810)755-5770 fax (810)755-5774



April 3, 1998

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

Attention: Leslie Myers
Zoning Administrator

Subject Carlesimo Open Space Site Condominium

Dear Ms. Myers

Based on the suggestion and comments conducted by McNamee Porter & Sealy, the following have been modified and provided for the above development.

1. Lot 17, 18, 19 had been eliminated from parallel and open space plan.
2. Units 1 & 2 were modified and it will just be 1 unit in that area.
3. Detailed Sanitary Sewer plans will be provided once the lot and road layout has been approved by the Planning Commission. It will be incorporated in the set of engineering plans.
4. Site clearing, grubbing and grading plan will be imposed on complete set of engineering plans.
5. Permit has been approved for Wetland crossing and roadway construction.
6. Wetland crossing for lots have been eliminated.
7. Area of wetlands have been indicated on the plans.
8. A wetland delineation and report conducted by Robert Leighton Co. will be given to HERB.
9. Based on the agreement between the owner and the Planning Commission, Mohican Drive will be improved from Hammel Road to the entrance of the project.
10. Roadways details and sections have been provided on the parallel and open space site plan.
11. Proposed storm water detention have been depicted on parallel and open space site plan. Final design analysis will be provided once the Planning Commission has approved the layout.
12. The road is 50' wide right-of-way with curb and gutter.
13. Force main has been extended to Mohican Drive for future connection.

Very Truly yours,

METCO SERVICES, INC.

Martin C. Dunn PS
Senior Associate

MCD/ps

Z:\DATA\Pats\DOCSp2

cc: John Carlesimo
Norman Hyman
William Wichers

Management, Engineering & Technical Consultants

McKENNA ASSOCIATES, INCORPORATED

■ COMMUNITY PLANNING ■ URBAN DESIGN ■

32605 West Twelve Mile Road • Suite 165 • Farmington Hills, Michigan 48334-3338
Telephone: (810) 553-0290 Facsimile: (810) 553-0588

September 18, 1997

Planning Commission
Township of Hamburg
P.O. Box 157
10405 Merrill Road
Hamburg, MI 48139

RECEIVED

SEP 22 1997

Ans'd.....

Attention: Leslie Meyers, Zoning Administrator

Subject: Carlesimo Open Space Community Conceptual Site Plan Review

Dear Planning Commission:

We have reviewed the site plan for the proposed Carlesimo Open Space Community residential project, dated August 25, 1997. We offer the following comments for your consideration.

SUMMARY OF COMMENTS

The overall concept for this open space development will allow for substantial preservation of the wetlands in the area. There are 20 proposed lots developed along a cul-de-sac. Under conventional one acre development, there would be approximately 12 lots along that same cul-de-sac. The open space plan provides the additional density with minimal advantage as a trade off. The following modifications are suggested to improve the quality of the development:

1. Lots 17, 18 and 19 of the parallel plan should be eliminated.
2. The applicant should include the percentage of upland provided within the open space.
3. The developer may wish to consider providing a shared driveway to access units 1 and 2.
4. Detailed sanitary sewer plans are required to be submitted to the Township Engineer.
5. A landscape plan is required indicating location, size, and type of proposed landscaping.
6. A landscape detail for proposed detention ponds and wetlands should be submitted.
7. The limits of grading and site clearing must be shown on the plans and should minimize damage to existing vegetation and topography.
8. Roadway construction will require a wetland fill or wetland crossing permit from the MDEQ.
9. The delineated wetland boundaries cross the property lines of units 6, 7, 11, 13, 15, 16, 19, and 20.
10. It appears the rear corner of unit 8 and 10 do not meet the required wetland setback.
11. The wetland delineation should be reviewed by the HERB.
12. Mohican Road should be improved from Hammel Road to the entrance of the development.
13. All roadway details should be labeled on the plans.
14. Sidewalks must be provided along the roadway with a separate pathway to the proposed boat dock.
15. Attempts should be made to provide some level of connection or continuity with the adjacent Open Space Community.
16. High quality architectural design and other site design features are encouraged.
17. At least 40 percent of the units must have side entry garages.
18. The information and concerns regarding the boat dock as mentioned herein must be addressed.

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Ans'd.....

SITE DESCRIPTION

The parcel is located west of Mohican Road just south of Hammel Road. The parcel is about 92 acres in area.

Surrounding land: The land use, zoning and master plan designation of the subject site and surrounding parcels are described in the following table:

	Land Use	Zoning	Master Plan
Site	Vacant	WFR	Rural Low Density Residential
North	Residential	RA	Rural Low Density Residential
East	Vacant	WFR	Rural Low Density Residential
South	Residential/Ore Lake	WFR	Rural Low Density Residential
West	Residential	WFR	Rural Low Density Residential

OPEN SPACE REVIEW PROCESS

1. Optional pre-application conference with township staff. An applicant meeting is scheduled prior to Planning Commission meeting.
- ➔ This plan is now before the Planning Commission for conceptual review. No formal action is taken by the Planning Commission at this time, but the Planning Commission may set a public hearing date.
3. Based upon comments by the Planning Commission, the applicant will revise the proposal and prepare a Preliminary Open Space Plan.
4. The Planning Commission conducts a public hearing to receive comments on the Preliminary Open Space Plan.
5. Following the public hearing, the Planning Commission gives direction to the applicant. The plan is revised if necessary. The Planning Commission then takes action to table or recommend approval or denial to the Township Board:
 - Condominiums - the Planning Commission provides a recommendation to the Township Board for preliminary condominium approval.
6. Final condominium and open space plans are submitted to the Planning Commission for recommendation to the Township Board.

OPEN SPACE COMMUNITY ELIGIBILITY

1. The applicant has submitted a parallel plan indicating 20 lots. The applicant is proposing 20 lots on the open space plan. Development of lots 17, 18, and 19 of the parallel plan would require

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SEP 22 1997

Ans'd.....

receipt of wetland fill permits from the MDEQ. These permits are issued on a case-by-case basis. For the purposes of the parallel plan, it would not be appropriate to assume that the applicant would qualify for these permits. We recommend these lots be eliminated from the parallel plan. This would ultimately result in the elimination of three lots from the open space plan.

2. The development site is under single ownership.
3. The development exceeds the five acre minimum requirement.
4. By ordinance, an open space community must provide a recognizable and substantial benefit to the residents of the development and to the overall quality of life in the Township. The open space plan generally meets this goal by maintaining the natural features that characterize the area. This is accomplished through preserving as much of the wetlands, waterways, and natural woodlands as possible by excluding these elements from the boundaries of the individual homesites.

There are 20 proposed lots developed along a cul-de-sac. Under conventional one acre development, there would be approximately 12 lots along that same cul-de-sac. The remaining land is wetlands regulated by the MDEQ. The open space plan provides the additional density with minimal advantage as a trade off. The elimination of three lots from the parallel plan will decrease the density to some degree. As described further in our review, we recommend the applicant consider additional site design elements in their proposed plan to contribute to the overall benefit of the development. For example, high quality architectural design is encouraged, a pedestrian circulation system should be provided throughout the development with possible connection to the northerly development, wetlands must be substantially preserved, the roadway access should be improved and extensive landscaping should be provided in areas requiring infill.

5. The site plan indicates that there is about 58 acres of open space (63% of the total site), which exceeds the minimum 40% required. The applicant should include the percentage of upland provided within the open space. A minimum of 10% of the open space must be upland area that is accessible to all residents of the open space community.

PROJECT DESIGN STANDARDS

The applicant has submitted an Open Space Community Plan for a site condominium development. The site plan must meet all requirements of the Open Space Community Article 14. This process also requires approval under the site plan Article 4 and the Condominium Ordinance.

1. **Number of Units:** As stated above, we recommend lots 17, 18, and 19 be eliminated from the parallel plan, therefore, eliminating three lots from the open space plan. We would further recommend this be resolved by combining lots 11 and 12 of the open space plan into one lot and that lots 19 and 20 become parkland.
2. **Lot dimensions:** The plan shows lot areas ranging between 13,994 square feet and 56,451 square feet. The required lot width in this district is 125 feet. However, on curvi-linear streets and cul-de-sacs the minimum lot width is 80 feet. These standards have been followed.
3. **Lot Configuration:** The developer may wish to consider providing a shared driveway to access units 1 and 2 to prevent creation of a "flaglot" and allow for a wider wetland buffer to the west.
4. **Setbacks:** The required setbacks are provided on all lots.

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SEP 22 1997

Ans 6

5. **Sewers:** We understand that the development is proposed with public sanitary sewer. Detailed plans are required to be submitted to the Township Engineer for review and approval.
6. **Landscaping/ Woodlands/Wetlands:** Landscape plans must be submitted for the development that preserve the natural environment within the development and the quality of life for the residents. The following information and recommendations should be considered:
 - a. A landscape plan is required indicating location, size, and type of proposed landscaping. Existing vegetation to remain should also be identified.
 - b. A landscape detail for proposed detention ponds and wetlands should be submitted. They should incorporate natural vegetation appropriate for these areas. The density of these plantings should also be indicated, such as number of plants per square yard.
 - c. The limits of grading and site clearing must be shown on the plans and should minimize damage to existing vegetation and topography.
7. **Wetlands:** The following wetlands issues must be resolved:
 - a. It appears construction of the roadway will require a wetland fill or wetland crossing permit from the MDEQ. This permit is required prior to final site condominium and final open space approval.
 - b. The delineated wetland boundaries cross the property lines for units 6, 7, 11, 13, 15, 16, 19, and 20. The property lines must be modified to exclude wetlands completely.
 - c. A minimum 25 foot wide undisturbed setback has been provided from the delineated wetlands. It appears the rear corner of unit 8 and 10 do not meet the required setback.
 - d. Wetlands need to be delineated under the requirements of Section 3.6, Wetland Determination. This delineation should be reviewed by the HERB and is required to include all of the following:
 - 1) A written summary of how and when the wetland was delineated;
 - 2) Major plant species and animal breeding habitat that are present and an estimation of how the wetland functions or relates to its general environment;
 - 3) The presence of any hills or springs;
 - 4) An accurate measurement of the wetland area in acres and square feet.
8. **Access/sight distance:** The development will be accessed off Mohican Road, which is a private gravel road. Section 14.4.11 requires all open space communities to have direct access onto a County road or State highway. In order to meet the intent of this requirement we recommend that Mohican Road be improved from Hammel Road, which is a County road, to the entrance of the development. The entryway is offset approximately 650 feet south of Hammel Road.

All roadway details such as right-of-way widths and whether it is public or private should be labeled on the plans.
9. **Roadway:** The developer is proposing a 50 foot right-of-way with an 18 foot wide paved road. Run-off will be handled by a soft shoulder and ditch on each side. The proposed road is a long cul-de-sac approximately 2,600 linear feet.

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SEP 22 1997

hms/6.....

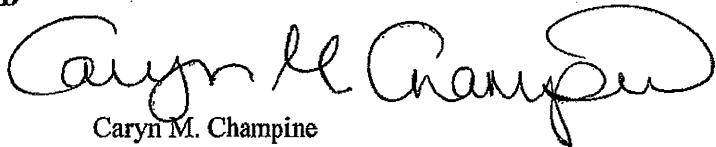
10. **Pedestrian circulation:** The plans do not propose any method of pedestrian circulation. We recommend at a minimum, sidewalks be provided along the roadway. A separate pathway should be provided for bicycles and pedestrians to the proposed boat dock.
11. **Adjacent Development:** To the north is an existing Open Space Community. We recommend that attempts be made to provide some level of connection or continuity between the two developments. For instance, a pathway linkage should be considered.
12. **Architecture:** High quality architectural design is encouraged to contribute to the benefit of the development. At least 40 percent of the units must have side entry garages to prevent residential facades from being dominated by garages. Signage, lighting, entryway features, landscaping, exterior building materials, and other features of the project must be designed and completed with the objective of achieving an integrated and cohesive development.
13. **Boat Dock/Lake Access:** A boat dock is proposed which appears to have enough slips for up to 8 boats. The property has approximately 700 feet of riparian frontage. Based on the Township Keyhole Ordinance a maximum of 14 boats are permitted at this boat dock. The following should be addressed:
 - a. More complete details on the control and use of the boat dock must be provided for a complete review. A Special Land Use permit may be necessary.
 - b. Docking of four or more boats classifies as a marina. The facility must obtain a permit from the Michigan Department of Natural Resources in accordance with the Administrative Rules of the Michigan Inland Lakes and Streams Act.
 - c. Design of the boat dock facility must meet all of the Michigan Department of Natural Resources standards for marinas. These specific site improvements should be indicated on the plans.
 - d. A detail indicating the material, width, and thickness of the access drive must be provided. We recommend a pathway for separate pedestrian access.

Respectfully submitted,

McKENNA ASSOCIATES, INCORPORATED



John R. Jackson, AICP
Principal Planner



Caryn M. Champine
Associate Planner

cc: Township Engineer: John Barber- McNamee, Porter & Seeley - Brighton
Applicant A&E: Metco Services (12504 Stephens, Warren, MI 48089)



Livingston County Planning Department

MEMORANDUM

TO: Land Division Advisory Committee
FROM: John L. Enos, Associate Planner
DATE: September 29, 1992
SUBJECT: Carlesimo Property

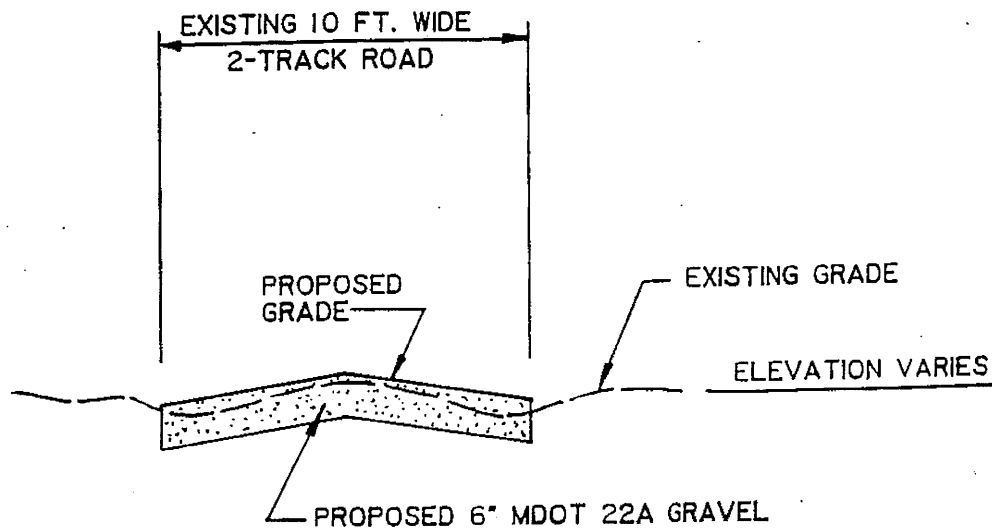
The Livingston County Planning Department conducted a staff review of the conceptual site plan for the Carlesimo property in Sections 12 and 13 of Hamburg Township. The plan is purely conceptual and, as such, does not meet typical site plan requirements.

The petitioner is proposing approximately 13 lots on the site. Currently zoned WFR (Waterfront Residential). The required minimum lot size is one acre with the requirement that a principal building and all attached structures shall not be permitted within 50 feet of the ordinary high water mark of any body of water. This is an important consideration for this site because it borders Ore Lake and also because Ore Creek bisects the parcel north to south. Furthermore, a large percentage of the site north of Ore Lake and adjacent to Ore Creek is classified as a 100 year floodplain according to the National Flood Insurance Program.

The National Wetlands Inventory Map indicates the majority of the parcel is wetlands. Staff is extremely concerned about the environmental sensitivity of this site. Development will require permits from the MDNR, which may be difficult to obtain because it appears that wetlands are larger than five acres. Extreme care in soil sedimentation and erosion control techniques will be required because of the existing canals, creeks, lakes, wetlands, floodplains, and steep slopes. The conceptual plan indicates the proposed road to the first lot is approximately 700 feet and runs entirely through existing wetlands and floodplains.

The Livingston County Soil Survey indicates that the majority of the parcel is Rifle muck, extremely unsuitable for septic systems and building foundations. Small pockets of loamy sands exist near the north end of the parcel.

Staff notes the difficulty in reviewing this conceptual plan because of the many environmental constraints. In order to better address this project the wetlands should be mapped by a certified consultant and random perk tests or soil borings should be completed before a site plan can be reasonably reviewed.



NOTE: NO FILL OR DISTURBANCE TO OCCUR
OUTSIDE OF EXISTING ROAD LIMITS

CROSS SECTION "E-E"

PROGRESSIVE

ARCHITECTURE

ENGINEERING

PLANNING

10291 EAST GRAND RIVER SUMMERWOOD CENTER BRIGHTON MI 48116-9500
313 227 4141 FAX 313 227 3381

APPLICANT:
JOHN CARLESIMO

LOCATION:
SEC. 12-13 TIN-R5E
HAMBURG TWP.
LIVINGSTON CO., MICHIGAN

9208-14
JOB NO.

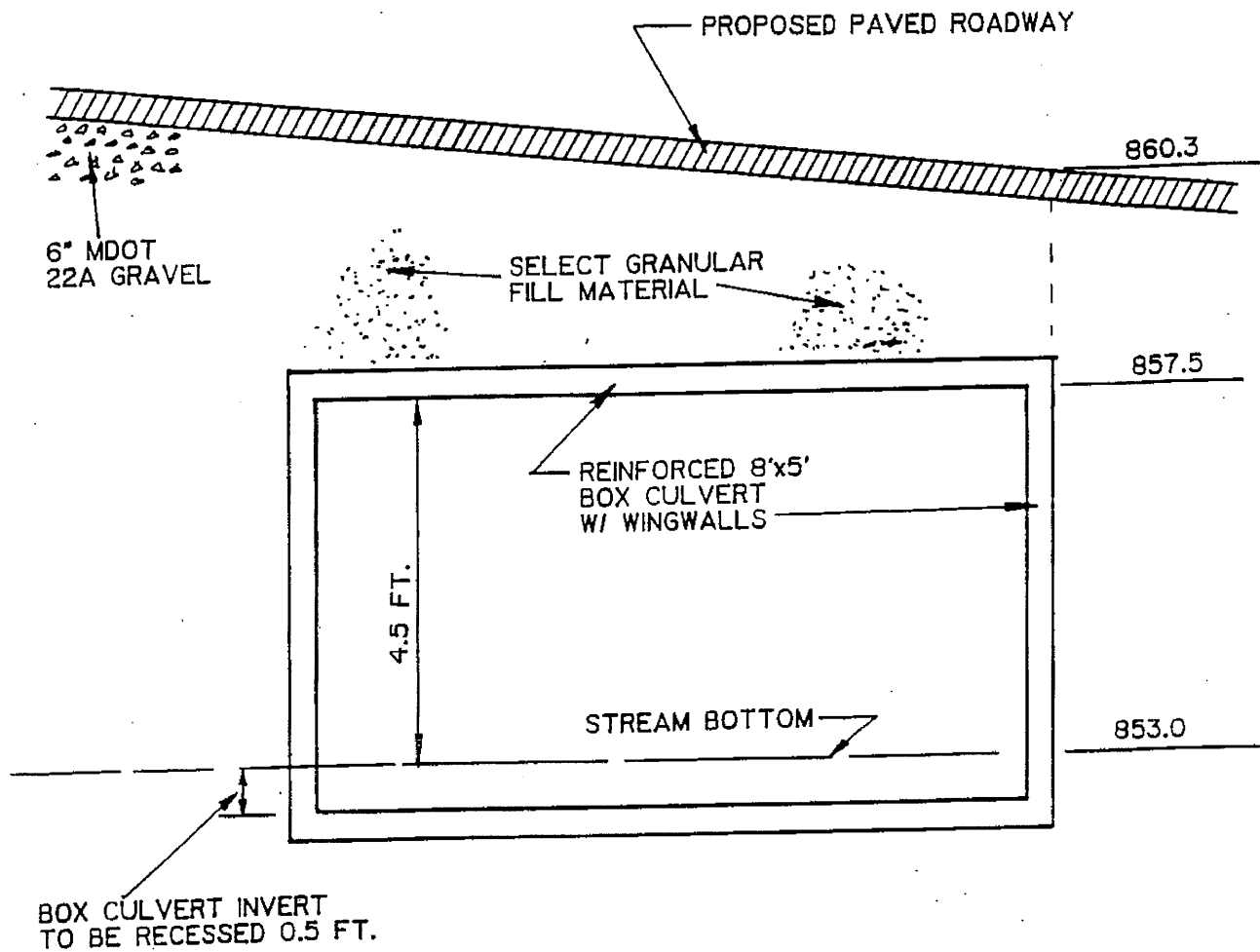
9-23-93
DATE

WJG-EN
OFFICE

FIELD

SHEET

NO SCALE
SCALE



CROSS SECTION

"C-C"

PROGRESSIVE

ARCHITECTURE

ENGINEERING

PLANNING

10291 EAST GRAND RIVER SUMMERWOOD CENTER BRIGHTON MI 48016-9300
313 227 4141 FAX 313 227 3381

APPLICANT:
JOHN CARLESIMO

LOCATION:
SEC. 12-13 TIN-R5E
HAMBURG TWP.
LIVINGSTON CO., MICHIGAN

9208-14
JOB NO

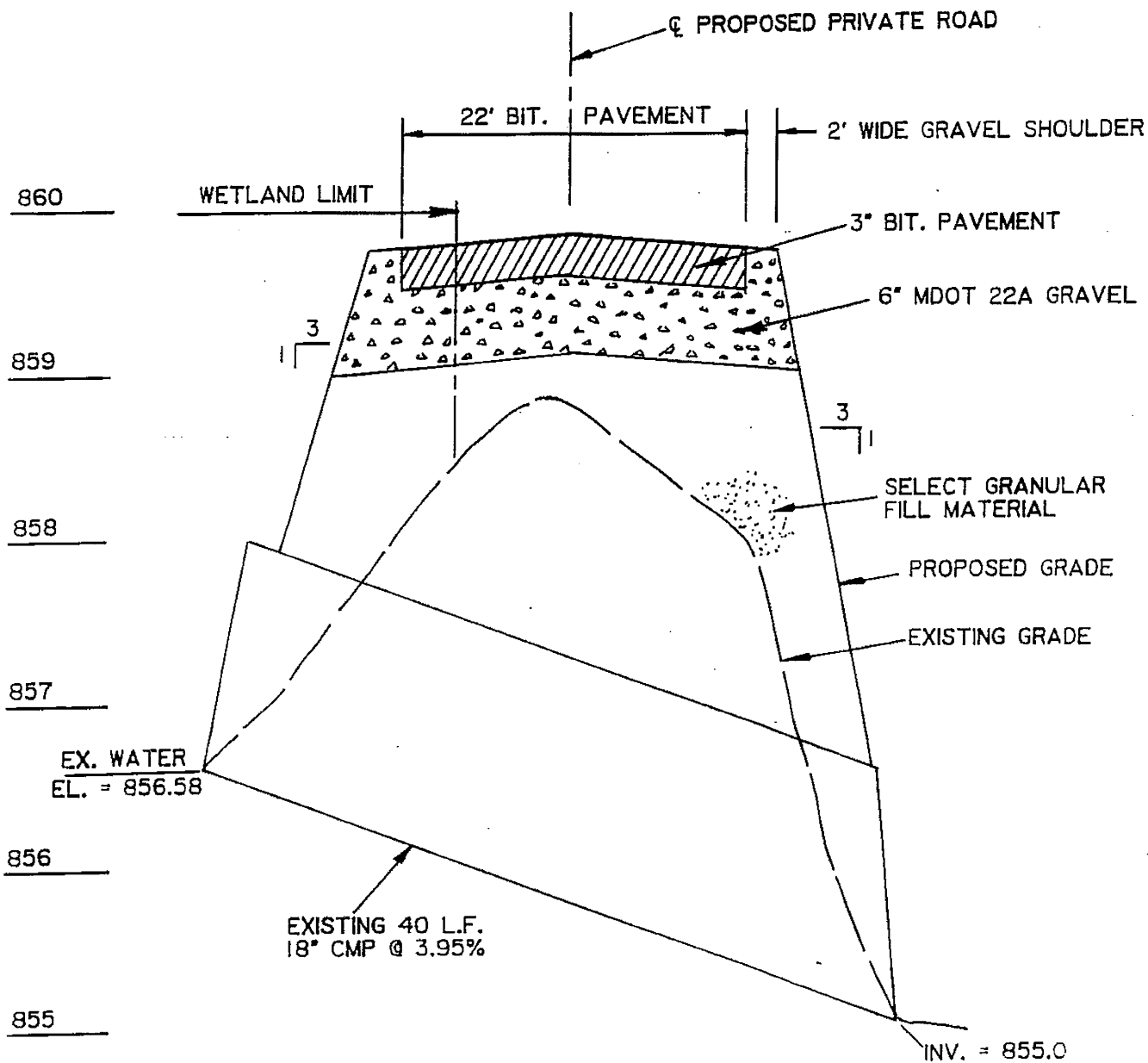
9-23-93
DATE

WJG-EN
OFFICE

FIELD

SHEET

NO SCALE
SCALE



CROSS SECTION "A-A"

PROGRESSIVE

ARCHITECTURE

ENGINEERING

PLANNING

10291 EAST GRAND RIVER SUMMERWOOD CENTER BRIGHTON MI 48016-9200
313 227 4141 FAX 313 227 3381

9208-14

9-23-93

WJG-EN.

108 NO

DATE

OFFICE

FIELD

SHEET

SCALE

APPLICANT:
JOHN CARLESIMO

LOCATION:
SEC. 12-13 T1N-R5E
HAMBURG TWP.
LIVINGSTON CO., MICHIGAN

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

McKENNA ASSOCIATES, INCORPORATED

■ COMMUNITY PLANNING ■ URBAN DESIGN ■

38955 Hills Tech Drive ▪ Suite 200 ▪ Farmington Hills, MI 48331 ▪ Telephone: (313) 553-0290

MEETING NOTES

RECEIVED

SEP 10 1992

Ans'd.....

CLIENT: Hamburg Township
DATE OF MEETING: September 1, 1992, 10:00 a.m.
PLACE: Hamburg Township Hall
PURPOSE OF MEETING: Carlesimo Proposed Open Space Residential Community

In Attendance:

- Hamburg Township - Steve Pugsley, Zoning Administrator
- Applicant - Ellen Parks
- Bill Goodreau - Progressive Engineering
- Township Engineer - Bob Hufnagel, McNamee, Porter & Seeley
- Township Planner - Brad Strader, McKenna Associates, Inc.

Items Discussed/Decisions Reached:

- Site adjoins Jarvis project.
- Looking at possible access from Mohegan Drive across a Supervisors Plat. Will check with the State. It may need to vacate plat or could split for access or could grant an easement for a roadway.
- Township will need some documentation on natural features.
- We need a more detailed topo and mapped wetland determination.
- Wetlands study was conducted by Resource Management Group (1991) by Jeffery King.
- Potential access to Hamburg Road (through a 60 foot wide easement) constrained by topo and wetlands.
- Bob H. suggested aligning road to allow extension if needed in the future to Hamburg or the knoll to the southwest.
- Proposed dead end road is about 3,000 feet long but would only serve 13-14 sites. Fire Department should be contacted.
- Would like a variance from the 50 ft. wide r.o.w. A 22' wide pavement is desired. Variance only needed if not permitted by AASHTO.
- Propose to use direct discharge into the wetlands with possibly sedimentation

Meeting Notes
September 1, 1992
Page 2

ponds. MDNR needs to review.

- Concern on how to illustrate a parallel plan on this site.
- Key issue is the septic, soil maps indicate higher ground should perk.
- Re. sight distance, applicant stated it appears to be adequate. Some clearing of brush may be needed. Information should be submitted with preliminary plan.
- Question on size of culverts. Bob H. suggested MDNR input.
- Discussion on access through the open space and to the lake.
- Docking along Ore Lake has not been discussed yet. Steve P. discussed the Township Keyhole Ordinance. Some proposed lots appear to be riparian.

The above is based on the documentation and interpretation of the issuer. Any disagreements, changes or corrections should be brought to the attention of the issuer within ten (10) days.

Issued by: _____ **McKenna Associates, Inc.**
Brad Strader, Principal Planner

Copies to: Hamburg Township
All in attendance

- Ellen Parks, 29800 W. 8 Mile, Farmington Hills, MI 48336
(313) 474-04125
- Bill Goodreau, Progressive Engineering
10291 E. Grand River, Summerwood Center, Brighton, Michigan
- File (McKA)

FAX 810-231-4295
PHONE 810-231-1000



P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139

A GREAT PLACE TO GROW

Memorandum

To: Planning Commission

CC:

From: H.E.R.B.

Date: 6-27-00

Re: Lakeview Master Deed

Upon review of Lakeview's Master Deed, H.E.R.B. recommends that a final approval not be granted until corrections have been made to the satisfaction of H.E.R.B.

1. A landscape and maintenance plan with regard to the detention basin.
2. A detailed list of the open space restrictions.
3. Environmental maintenance for dockage.
4. Restrictions with regard to the use of fertilizers and pesticides.

FAX 710-231-4295

H.E.R.B. Memorandum

TO: Leslie Meyers**DATE:** June 12, 1998**FROM:** HERB**SUBJECT:** HERB Site-walk report for the Carlisemo development.

The HERB has the following comments concerning the proposed Carlisemo development.

1. HERB recommends that the proposed entrance road between the existing pond and Ore Creek (along lots 6 and 7) be repositioned slightly toward the wetlands adjacent to Ore Lake in order to preserve the large hardwood trees that would be removed under the current road siting plan.
2. HERB recommends that the access road leading to Ore Lake along Ore Creek be seasonal only and limited to gravel surfacing only. Recommended seasonal use is only for summer and fall when standing water is not evident adjacent to the road.
3. HERB recommends that the road siting in vicinity of proposed lots 8-12 be repositioned to minimize the number of large hardwood trees removed. There are a number of very large trees that would be cut down under the current plan. HERB feels that there is sufficient room to reposition the road to significantly reduce the number of trees removed, while still maintaining the quality of the lots.
4. There is a steep sandy slope on lot 8 that is currently vegetated. HERB recommends that siting of a dwelling on this lot be done so as to minimize disturbance be made to this slope and that any disturbance on the slope is re-vegetated during construction.

8. PRESENTATION OF THE BILLS

Motion by Hardesty, supported by Timassey, to approve the bills as amended: remove the Hazmat payment.

Voice Vote: AYES: 6 ABSENT: (Dillman) **MOTION CARRIED.**

9. DEPARTMENT REPORTS

07001.001 Zoning Department

A. Lakeview Final Site Plan Approval Consideration

Motion by Hardesty, supported by Timassey, to grant final site plan approval for Lakeview contingent upon written verification to the Clerk from the Township Engineer, John Adams that the changes regarding the catch basin and inlet details requested in McNamee's letter of November 9, 1999 have been made to sheet 7 of the plans dated April 22, 2000.

Voice Vote: AYES: 6 ABSENT: (Dillman) **MOTION CARRIED.**

B. Monthly Report

Motion by Hardesty, supported by Hohl, to receive and file the monthly zoning report as presented.

Voice Vote: AYES: 6 ABSENT (Dillman) **MOTION CARRIED.**

06004001A. Peterson/Radke Proposed Land Division

Motion by Everett, supported by Hardesty, to grant the Peterson/Radke land division combination as requested contingent upon a quit claim deed being provided for parcel # 15-29-202-096. This action in no way implies that a buildable lot has been created.

Voice Vote: AYES: 5 NAYS 1 (Majoros) ABSENT: (Dillman) **MOTION CARRIED.**

07001.002 Assessing Department

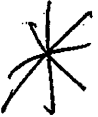
Motion by Hardesty, supported by Bennett, to receive and file the monthly Assessing Department report as presented.

Voice Vote: AYES: 6 ABSENT: (Dillman) **MOTION CARRIED.**

07001.003 G.I.S. Department Report

Motion by Hardesty, supported by Bennett, to receive and file the G.I.S. Report as presented.

Voice Vote: AYES: 6 ABSENT: (Dillman) **MOTION CARRIED.**



B. Lakeview-Final Open Space Site Condominium Consideration

Meyers gave an update on Lakeview final open space consideration.

Ren and Leabu requested the H.E.R.B. Board receive a copy of the master deed.

Motion by Ren, supported by Majoros, to recommend Final Site Plan approval of the Lakeview Open Space Site Condominium contingent upon approval of the Master Deeds by the Township attorney and the H.E.R.B. Board.

Voice Vote: AYES: 7 MOTION CARRIED UNANIMOUSLY.

10. NEW BUSINESS

A. Election of the Planning Commission Chair

Motion by Menzies, supported by Majoros, to elect Marvin Pedersen to Chairman of the Planning Commission.

Voice Vote: AYES: 7 MOTION CARRIED UNANIMOUSLY.

Motion by Ren, supported by Danko, to elect Charles Menzies to Secretary of the Planning Commission.

Voice Vote: AYES: 7 MOTION CARRIED UNANIMOUSLY.

11. ZONING ADMINISTRATOR'S REPORT

Meyers gave her resignation notice.

Meyers gave an update on Hay Creek and Indian Hills.

Leabu requested a master status sheet with all the current projects and what phases they are in. He also suggested the board think about retaining Meyers one day a week for consultation during the transition of her replacement.

12. CONSULTANTS' REPORT

There were no consultants' reports.

13. TOWNSHIP BOARD LIAISON'S REPORT

Majoros stated that the open bids on the construction projects were in and above the current budget and that Supervisor Dillman was researching cutbacks.

14. ADJOURNMENT

Motion by Danko, supported by Majoros, to adjourn.

Voice Vote: AYES: 7 MOTION CARRIED UNANIMOUSLY.

The extension of sanitary sewers and drainage improvements on VanAntwerp remain to be resolved by the applicant.

Motion by Feldt, supported by Leabu to recommend to the Township Board final condominium site plan approval for River Run Open Space with the following contingencies being addressed from the McKenna & Associates letter dated August 14, 1998: 1. a grading plan will be completed; 2. tree preservation will be outlined in the Master Deed; 3. a trail system maximum 12% grade is delineated and defined with appropriate materials as cited in these minutes and approved by the Zoning Administrator and an inspection will occur prior to the developer turning over the maintenance to the Association and should the system fail inspection, the materials will be upgraded at the direction of the Zoning Administrator; 4. the Master Deed is amended as discussed tonight and approved by the Zoning Administrator, Planner and Township Attorney; and the condition that the McNamee, Porter & Seeley letter dated August 28, 1998 items 1, 2, 3 & 4 will be updated on the site plan.

Voice Vote: **MOTION CARRIED UNANIMOUSLY.**

B. Nextel Communications Wireless Communication Facility - Preliminary Site Plan Consideration

Jackson reviewed the McKenna & Associates letter dated September 10, 1998 noting that the plan should be changed to designate Austrian pines rather than arborvitae and that lighting detail should be added to the site plan.

It was noted that AirTouch Cellular's letter dated March 16, 1998 indicated it would not be feasible for them to colocate at this site.

Motion by Ren, supported by Menzies to approve the Nextel Communications Wireless communication facility site plan contingent upon the following:

1. a note being added to the plan regarding colocation;
2. the landscape plan will be amended to change the arborvitae to Austrian pines;
3. detail of lighting fixtures will be added to the site plan; and
4. the shelter shall be a 5 to 12 gabled roof, brick siding reddish brown with black dimensional shingles.

Voice Vote: **MOTION CARRIED UNANIMOUSLY.**

The meeting recessed at 9:02 p.m. and reconvened at 9:10 p.m.

C. Lakeview (formerly Carlesimo) Open Space Site Condominium - Preliminary Site Plan Consideration

John Barber reviewed the August 12, 1998 McNamee, Porter & Seeley letter. He has not yet received the wetland delineation report, but understands it has been submitted to the

Township. He noted the outstanding items are 7, 8 & 10. He requested a storm sewer detail, preliminary grades indicating drainage, and cul-de-sac dimensions added to the plan.

Leabu requested adding a hammerhead turn to allow for larger vehicles.

Feldt indicated the Master Deed has been received, but needs major revisions.

Motion by Feldt, supported by Menzies to recommend preliminary open space site condominium approval for Lakeview (formerly Carlesimo) Site condominium site plan amended June 12, 1998 with the following contingencies:

1. the improvement of the topography will be clearly stated on the site plan;
2. sewer connection to detention and retention areas will be delineated on the site plan;
3. cul-de-sac dimensions will be added to the site plan; and
4. a hammerhead turn around will be added between lots 12 & 13.

Voice Vote: **MOTION CARRIED UNANIMOUSLY.**

D. University Ridge Open Space Site Condominium - Preliminary Site Plan Consideration

Champine reviewed the September 11, 1998 McKenna & Associates letter. She noted that the plan shows 6.95 acres of the property as water and 2.45 acres of open space. She explained that submerged land cannot be calculated in the required open space. Of the 40% open space 10% must be upland area. It was agreed that the applicant and the planners will meet to discuss the computations.

Motion by Feldt, supported by Ren to schedule a public hearing for University Ridge Open Space Site Condominium for November 18, 1998 contingent upon the applicant and his engineer meeting with McKenna & Associates to demonstrate they can meet the open space criteria by October 13, 1998.

Amended motion by Feldt, supported by Ren to schedule a public hearing for University Ridge Open Space Condominium for November 18, 1998 contingent upon the applicant and his engineer meeting with McKenna & Associates to demonstrate they can meet the open space criteria and that the applicant will provide a natural features inventory to be submitted by October 13, 1998.

Voice Vote: **MOTION CARRIED UNANIMOUSLY.**

Steve Pepple, 4358 Ridge Drive, expressed concern with barking dogs and hoped that the ordinance could address this issue.

Meyers recommended that the Zoning Inspector use the noise meter and take preliminary measurements. Then in the spring, a field trip can be scheduled to visit areas within the Township. A report can be available in early January.

B. Lakeview Final – Open Space Site Condominium Consideration

Greg Tam represented Lakeview Condominiums

Jackson reviewed his letter dated November 9, 1999. Based on this review, he recommended that a revised site plan be submitted for review prior to the Planning Commission granting final open space site condominium approval that addresses the following:

- Revised location for the private utility easement.
- A barrier at the access point to the existing two-track road.
- A revised trail system to satisfy the requirements of Section 14.4.13
- Samples of potential unit designs, signage, lighting, entryway feature, landscaping, exterior building materials, and other features to determine compliance with Section 14.4.10.
- Revisions to the Master Deed and Bylaws as outlined above.
- A copy of the approvals from the Livingston County Road Commission, Livingston County Health Department, Livingston County Drain Commissioner and all other appropriate state and local agencies.

Motion by Ren supported by Menzies to table until applicant has a chance to address the issues in McKenna letter of November 9, John Adams letter of November 17 and McNames, Porter and Seeley letter dated November 9, the not yet received review letter from Mr. Drury regarding master deeds and a chance to incorporate the Michigan Department of Environmental Quality policy regarding marina into the master deed.

Voice Vote: Ayes: 4 Absent: Feldt, Berke Nays: Hohl MOTION CARRIED

C. Village Car Wash & Victory Oil Change – Discussion

Mike Dudek and Jeff Kueble were present to discuss the Village Car Wash and Victory Oil Change.

**Hamburg Township Planning Commission
Wednesday, December 21, 2005
Hamburg Township Hall Building
Regular Meeting**

1. CALL TO ORDER

The meeting was called to order by Commissioner Goetz at 7:30 p.m.

Present: Goetz, Menzies, Eckman, Danko, Ren, Janiga

Absent: Leabu

Also Present: Pat Hagman, Planning, Zoning Administrator, John Jackson, McKenna, & Members of the Public

2. PLEDGE TO THE FLAG

3. APPROVAL OF AGENDA

Motion by Ren, supported by Eckman to approve the agenda as presented.

Voice Vote: AYES: 6 Absent: 1 (Leabu) MOTION CARRIED.

4. APPROVAL OF MINUTES

Motion by Ren, supported by Eckman to approve the minutes of the December 7, 2005 Regular meeting as presented.

Bradley Morris & Thomas Morris, Parcel #15-18-100-005

5. CALL TO THE PUBLIC CONCERNING ITEMS NOT ON AGENDA

Hearing no response, the call to the public was closed.

6. CORRESPONDENCE

There was no correspondence.

7. LAND DIVISIONS & COMBINATIONS

A. Bradley Morris & Thomas Morris, Parcel #15-18-100-005

Hagman reviewed his memo dated December 16, 2005 and application for land division.

Motion by Ren, supported by Danko to approve the land division for Bradley Morris & Thomas Morris, Parcel #15-18-100-005. Approval in no way implies that these parcels are buildable lots.

Voice Vote: AYES: 6, 1 absent (Leabu)

MOTION CARRIED.

8. NEW BUSINESS

A. Lakeview (Carlesimo) - Site Plan Amendment

Hagman reviewed the background on the project. He stated that the development had begun, and stated that the amendment is a swap of property for unit #1.

Danko asked if the Open Space calculations would remain unaffected with the proposed change.

Hagman stated that they would, and the applicant exceeded minimum requirements.

Jackson stated that amendment falls under category of revised site plan and it was McKenna's opinion that it was a better layout. He is recommending approval.

Hagman reviewed John Adams letter dated 9/3/05. He stated that he is suggesting that Mohican drive be paved, but advised that the Planning Commission cannot make that a requirement.

Ren asked if the sewer extension was a condition in John Adams letter.

Hagman stated it was.

Menzies asked how far along project was.

Hagman stated that everything is ready to go. Roads and sewers are in.

Motion by Ren, supported by Danko to approve the minor site plan amendment for Lakeview Site Condominiums as presented on plans dated August 17, 2005, adding and subtracting lot #1, provided that the profile of the sewer extension be provided.

Voice Vote: AYES: 6, 1 absent (Leabu)

MOTION CARRIED

9. ZONING ADMINISTRATOR'S REPORT

There was no report given.

10. CONSULTANT'S REPORT

Jackson stated that the Charette was set for January 20th and 21st. He stated that at the next meeting a draft agenda would be presented, and a notice about the meeting would be sent out over the next few days.

12. ADJOURNMENT

Motion by Ren, supported by Eckman to adjourn meeting.

Voice Vote: AYES: 6, 1 absent (Leabu)

MOTION CARRIED.

The meeting adjourned at 7:45 p.m.

Respectfully Submitted,


Debra A. Henneman
Recording Secretary

Minutes approved at: 1-11-06

meeting


Simon Ren, Planning Commission Secretary