

**AGREEMENT CONFIRMING CONDITIONS OF APPROVAL AND
FOR COMPLETION OF IMPROVEMENTS FOR HILLSIDE ACRES CONDOMINIUM**

THIS AGREEMENT is made by and between the Township of Dexter, a Michigan municipal corporation ("Township") whose address is 6880 Dexter-Pinckney Road, Dexter, Michigan 48130, and RSG Development, LLC, a Michigan limited liability company ("Developer"), whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108.

R E C I T A T I O N S:

Developer is under contract with a third party to purchase certain land in Dexter Township, Washtenaw County, Michigan, consisting of approximately 92.1 acres of land at Dexter Townhall Road and North Territorial Road, described on the attached Exhibit A (the "Property").

On July 27, 2021, the Dexter Township Planning Commission granted final site condominium subdivision plan and Open Space Community approval for the development of the Hillside Acres Condominium, a 49-unit condominium (the "Condominium") on the Property pursuant to Article 15 of the Township Zoning Ordinance regarding "Open Space Community Overlay District".

As part of the approval process, Developer has offered and agreed to develop the Condominium, to complete certain improvements, and to proceed with other undertakings in the manner set forth in the Township zoning ordinance, existing as of the date of this Agreement, as modified by this Agreement and the terms and conditions of the Planning Commission ("Zoning Ordinance"). The Developer proposes to build all on-site infrastructure for the Condominium as contained in the final site plan approved by the Planning Commission ("Final Site Plan") via resolution dated July 27, 2021, ("Resolution"), including, but not limited to, wells, sanitary sewers, storm water drainage facilities, roads, curbs and gutters and detention facilities, as shown on the Site Plan without the necessity of special assessments by the Township. Section 31.06 of the Township Zoning Ordinance requires a development agreement between the Developer and the Township to ensure compliance with the standards of the Zoning Ordinance and other county, state, and federal laws and to ensure orderly development, while protecting the health, safety, and general welfare.

Consistent with approval of the Final Site Plan, and the Zoning Ordinance, and all applicable laws and ordinances, and as an integral part of the Developer's proposal and the

Township's approval of the Final Site Plan, the Developer has offered to provide, and the Township is willing to accept, certain assurances to the Township that certain conditions are addressed, and that improvements will be properly completed pursuant to a schedule. Such assurances include providing financial security, pursuant to Section 31.05 of the Township Zoning Ordinance, in the form of the posting of an irrevocable bank letter of credit with the Township and the execution of an agreement containing the provisions set forth below governing the issuance of building permits and certificates of occupancy, and providing for the security, and a schedule for completion of the improvements for the Condominium.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

The Township and Developer enter into this Agreement in accordance with Section 31.06 of the Township Zoning Ordinance, for the purpose of ensuring that certain conditions of condominium site plan approval are satisfied, that certain improvements for the Condominium are to be completed, and to clarify the terms and conditions under which the Township will issue zoning and building permits and certificates of occupancy for residences to be constructed within the Condominium.

The standards, findings, and conditions for approval of the Site Plan and Open Space Community (OSC) option, as set forth in the Resolution, are incorporated by reference in this Agreement. Developer agrees to comply with all the standards, findings and conditions of the Site Plan, Resolution, the Township Zoning Ordinance, and other applicable laws and ordinances in the use and development of the Project. The Township is authorized to approve the Site Plan pursuant to Act No. 110 of the Public Acts of 2006, as amended.

The parties acknowledge and agree that the Project zoning is AG- Agriculture – Open Space Community Overlay District and shall be known as the Hillside Acres, a single family detached residential site condominium consisting of individual units and related residential uses, as well as common area open space and infrastructure improvements, and with the dimensional standards set forth in the Site Plan and Resolution.

The Project has been approved as an Open Space Community pursuant to Article 15 of the Township Zoning Ordinance and the standards, conditions and limitations set forth in the Site Plan and Resolution. The only permitted principal uses of the Development are detached single family dwellings and permitted accessory buildings, and infrastructure as depicted on the Site Plan. The Open Space Areas as shown on the Site Plan shall be included as general common elements of the Condominium and shall remain primarily in their natural state for the benefit, use and enjoyment of the unit owners in accordance with the Master Deed, including only those additional uses related to the wetland areas, wetland buffers, if any, storm water drainage facilities and detention basins and ponds. All other infrastructure improvements, including utilities, landscaping, private roads and other related amenities or improvements located or to be located outside of those areas designated as Open Space Areas shall be considered general common elements. Continued farming in the Open Space Areas is to be encouraged. Such farming operations shall be in appropriate locations within the Open Space Areas as determined by Developer prior to the transitional control date as set forth in the Michigan Condominium Act, and the Association thereafter. No structures

may be erected to house indoor or hydroponic farming facilities, all farming operations shall take place outside of an enclosed area. Any such farming operations shall be undertaken by Developer prior to the transitional control date, and the Association thereafter. The general common elements, including those areas designated Open Space Areas, shall be administered by the Hillside Acres Condominium Association (“Association”). The features and improvements within or to be located within the general common elements but outside of the designated Open Space Areas of the Site Plan, consisting of certain utility lines, easements and appurtenances, landscaping, private roads and related grading, and other related amenities and improvements, shall be perpetually maintained pursuant to the terms of the Master Deed, and shall be binding on Developer, the Association and the owners of units in the Condominium and their transferees, successors and assigns pursuant to the terms of the Master Deed and this Agreement. The Open Space Areas shall be perpetually maintained primarily in their natural state except for the improvements described above, and such restriction on use shall be enforced by the Township, the Developer, and/or the Association, pursuant to the terms of the Master Deed, and shall be binding on Developer, the Association and the owners of units in the Condominium and their transferees, successors and assigns pursuant to the terms of the Master Deed and this Agreement.

2. Site Improvements – Phase I

Developer shall commence construction of Site Improvements for the first phase of the Project within two (2) years after the date of this Agreement, and thereafter the Site Plan shall remain in effect as to the entire Project. Developer shall diligently pursue construction of Site Improvements for each Phase of the Project and shall deposit a performance guaranty to ensure timely completion of the Site Improvements for each Phase as described in Section 6 below. Developer shall maintain all areas of a Phase once construction of Site Improvements for such Phase has commenced, in a safe and orderly manner consistent with the Master Deed, this Agreement, Township Ordinances and other applicable laws and ordinances including soil erosion measures and vegetation management.

The installation of all required soil erosion and sedimentation controls shall be completed prior to the commencement of any development or construction activities within the Development. The installation of any necessary or required additional soil erosion and sedimentation controls, any necessary or required remedial measures, and the repair and maintenance of any required soil erosion and sedimentation controls within the Development, shall be completed all on an ongoing basis throughout the development and construction of the Development until issuance of the final certificate of occupancy within the Development.

The Site Improvements contained in Phase I shall include the following as shown on the Site Plan: private roads, sanitary sewer, storm water drainage facilities, and landscaping (“Site Improvements”).

(A) Private Roads

Two 66-foot private road easements shall be provided within the Condominium, to be called “Hillside Drive” and “Earl June Court”. The Master Deed for the Condominium indicates it is the intention of the Developer that these roads will

remain private to be maintained and repaired by the Developer and/or the Association.

(B) Sanitary Sewer

With the exception of the as-built plans, all requirements for the sanitary sewer system to be dedicated to the Multi Lakes Water and Sewer Authority (MLWSA) shall be satisfied. If the as-built plans are not completed and presented to the MLWSA as required in Paragraph 5 of this Agreement in a timely fashion, no further permits will be issued until such time as such as-built plans are completed and presented to the MLWSA.

(C) Storm Water Drainage Facilities

The storm water drainage system, including but not limited to three (3) detention basins, shall be completed and fully functioning as designed. The final construction of the system shall be inspected and approved by the Township engineer prior to the release of any security. Within 60 days of the final inspection and approval, Developer shall prepare as built drawings of the storm drainage system. The Master Deed for the Condominium contains language which requires the Developer, then condominium homeowner's association after the transition of control (the "Association") to assume maintenance and repair of storm drainage facilities pursuant to a maintenance schedule. In the event that the Developer and/or Association do not fulfill the responsibilities of maintaining and/or repairing the storm drainage system consistent with the as built drawings and maintenance schedule, then the Township may undertake the necessary maintenance or repair at the expense of the Developer and/or Association.

(D) Landscaping

The landscape improvements shown on the Final Site Plan, sheet 33, shall be installed prior to the issuance of any Zoning permit for any individual unit in the Condominium subdivision, provided, however, that the Developer shall be entitled to an extension of time to complete the landscaping after the issuance of the final zoning permit for such phase in the event there are weather conditions which result in Developer being unable to complete such landscape installation prior to issuance of a final zoning permit. In the event of such weather conditions, Developer shall be entitled to issuance of a final zoning permit and shall complete such landscaping as soon as reasonably permitted by weather conditions. Developer, in order to assure compliance with the intent of the Open Space Community approval, agrees to guaranty the landscaping for two years, and shall promptly replace, at its expense, any dead or dying landscape materials.

3. Release of Zoning Permits – Phase II

The Township will issue zoning permits, required for the Chelsea Area Construction Authority to issue building permits for residences, upon the following terms and conditions:

(A) Water Supply

All requirements for the well water system shall be satisfied. This Condominium development is a Well First Area, requiring that a well permit be obtained, and the well be constructed to acceptable water quality and quantity standards, prior to any zoning permit or building permit being issued by the authority having jurisdiction. If the well log is not completed and presented to the County as required in the Washtenaw County Rules and Regulations for the Protection of Groundwater in a timely fashion, with a copy to the Township, no further permits will be issued until such time that the well logs are completed and presented to the County, with a copy to the Township.

(B) Fire Suppression Facilities

The Developer has proposed a dry hydrant fire suppression system for the fire suppression needs of Hillside Acres and Hartmann Farms condominium developments. The system has been designed to provide adequate capacity to serve the fire suppression needs of all the condominium developments served by the system. The Master Deed for each condominium development contains language which requires the Developer, then the condominium homeowner's association after the transition of control (the "Associations") to assume maintenance and repair of the fire suppression facilities. In the event that the Developer and/or Associations do not fulfill the responsibilities, then the Township may undertake the necessary maintenance or repair at the expense of the Developer and/or Associations.

(C) Grading

The Township's approval of a grading plan for a residence to be located on a particular unit will be required before issuance of a zoning permit or building permit for that residence; and all required soil erosion and stabilization controls and measures must be properly functioning and approved by the Chelsea Area Construction Authority.

(D) County and State Approvals

The Developer shall demonstrate approval by county and state entities having jurisdiction with regard to any aspect of the Condominium, including but not limited to roads, drainage, water supply and sewage disposal.

(E) Certificates of Occupancy

Issuance of certificates of occupancy for residences shall be governed by Section 31.02 of the Township Zoning Ordinance, and any other applicable Township ordinances and codes. No final certificate of occupancy will be issued for any residence until the well logs are completed for the water system and the as-built plans for the sanitary sewer system has been completed and presented to the MLWSA and the dedications of those systems to the MLWSA have been

accepted or otherwise approved for future acceptance. Developer shall provide written notice of this requirement for certificates of occupancy to all purchasers or builders of residences in the Condominium.

4. Other Construction Requirements

Developer will use its best efforts (subject to acts of God, material shortages, labor disputes and other reasons beyond Developer's control) to complete the following items in a timely manner:

- a. The wearing course on the roads within the Condominium shall be installed when the process of constructing the residences within the Condominium has been substantially completed and, in all events, on or before eighteen (18) months after the base coat is applied. Following completion of all construction within the Condominium subdivision, the Developer shall inspect the finished roads and repair any defects at its own costs prior to the release of the final security held by the Township. Following the release of the final security, the maintenance of the private roads shall be the sole responsibility of the Association.
- b. The monuments and irons shall be set on or before one hundred eighty (180) days after the installation of gas and electricity.

Completion of these items will not be a condition precedent to issuance of building permits, which shall be governed by Paragraph No. 2, above.

5. Other Requirements

- a. The Developer has prepared a Master Deed to establish the Condominium. The Master Deed has been reviewed and approved by the Township Attorney for the purpose of ensuring use of the Condominium in a manner consistent with Township ordinances, applicable laws, and reasonable conditions imposed by the Township Board.

6. Developer's Performance Guarantee, the Township's Authority to Complete

- a. Before commencement of construction of the Site Improvements for a Phase, Developer shall deposit with the Township an irrevocable letter of credit in favor of the Township in a form reasonably approved by the Township Clerk to ensure completion of the Site Improvements for such Phase the Project. The amount of the letter of credit for each Phase of the Project shall be based on estimated cost for installation of the Site Improvements located within such Phase as estimated by Developer's engineer and approved by the Township engineer. If and to the extent another governmental entity having jurisdiction requires a bond or other security to secure the completion of any of the Site Improvements, and to avoid imposing on Developer the obligation of depositing twice for the same Site

Improvements, the amount of the performance guaranty required by this Agreement shall be reduced by the amount of the security required by the other governmental entity upon proof of posting the security required by the other governmental entity. Should the other governmental entity release all or a portion of the security, the Township must be immediately advised of such release and the amount released. If the Township's security requirements are not satisfied, Developer shall submit additional security to the Township to satisfy the security requirements of the Township. The Township will promptly authorize reduction of the irrevocable letter of credit amount from time to time upon request by Developer in the manner described below, as the Site Improvements for each Phase are completed, based on the ratio of the work completed on the Site Improvements for such Phase, and approval of such reduction shall not be unreasonably withheld by the Township. The Developer shall notify the Township as Site Improvements are completed, and within 30 days after receipt of such notice, the Township will schedule appropriate inspections of the work, and notify the Developer of the portion of the performance guarantee to be rebated to Developer based on completed Site Improvements. Within 10 days thereafter, the Township shall authorize reduction of the letter of credit by the rebate amount. In the event Developer fails to complete the Site Improvements for a Phase in accordance with the Site Plan and this Agreement, within 1 year after commencement of construction of the Site Improvements for such Phase, the Township shall have the right to notify Developer of such deficiency in writing and if Developer fails to correct such deficiency within 30 days of the receipt of such notice, or such additional period of time as shall be reasonable under the circumstances, the Township shall have the right to draw on the letter of credit to complete the incomplete Site Improvements for such Phase.

- b. Prior to or with the execution of this Agreement, the Developer has provided, or does provide to the Township, security in the total amount of six hundred seventy nine thousand one hundred eighty dollars (\$679,424.73) to guarantee completion of improvements for the Condominium, which constitutes the amount of the costs of the proposed general common elements improvements, as estimated by the Township Engineer and Planner in accordance with Section 31.05 of the Township Zoning Ordinance. A complete list of improvements and estimate for cost of completion has been provided by Developer, approved by the Township, and has been attached and incorporated hereto as Exhibit B.
- c. In the event Developer has failed to complete the improvements or plans itemized above within the time frames specified (where applicable), and provided the Township has given Developer thirty (30) days written notice of the failure to timely complete, and Developer has not diligently commenced and continued diligently to complete all of such improvements and plans, all costs and expenses incurred, together with a Township administrative fee in the amount of twenty-five (25%) percent of all amounts incurred, shall be paid by the Developer and the Township shall have the right to collect such amounts due (and file liens against units) as more fully set forth in Paragraph No. 8 below. Developer shall be

obligated to work in cooperation with the Township to bring about the completion of the improvements and plans as contemplated in this Agreement. Developer shall provide Township with all drawings and plans relating to the improvements as reasonably necessary to allow the Township to adequately review the same.

7. Incorporation of Township Conditions

The conditions imposed by the Township Board and Planning Commission with regard to condominium subdivision plan approval for the Condominium, as evidenced by the minutes of the meetings set forth below, including conditions set forth in Township Consultants' reports adopted at the time of approval, are hereby incorporated herein by reference and shall be fully satisfied:

Township Board – __. __. 202__

Planning Commission – April 13, 2021

Planning Commission – July 27, 2021

8. Additional Liability

If litigation or other legal proceedings arising out of or under this Agreement is commenced by one party against the other and the defendant is the prevailing party in any such litigation or other legal proceeding, then such defendant will be entitled to recover its actual and reasonable attorney fees and costs from the other party. The liability of Developer in such regard, if unpaid after 30 days of a billing sent to Developer at its last known address, may be secured by any means permitted by law, including by the Township recording a lien on the Property as to the units owned by Developer (and not subject to a purchase agreement with a third-party purchaser which is executed before the Township provides Developer with a written notice of such dispute) as of the date the Township is authorized to proceed with the completion of improvements, as provided above.

9. Release of Security

Upon the written request of Developer to the Township Supervisor for a partial release of security, the amount of security posted by Developer pursuant to this Agreement for improvements or maintenance items that have been completed as of the date of the request, and which have been accepted by the Township as completed, shall be released; PROVIDED, that any such requested reduction in the amount of security posted does not cause the remaining or re-posted amount of security to fall below the estimated cost to maintain and/or complete the improvements and/or plans that have not yet been completed or fully maintained in the Development as of the date of the Developer's request; and, PROVIDED FURTHER, that the security shall be partially released as described above only upon presentation by Developer, and acceptance by the Township of a replacement security in an amount determined by the Township Engineer to be sufficient to cover the completion and maintenance of the remaining improvements in the Development that have not been completed or for which ongoing maintenance obligations remain, and such replacement security shall be in the form of cash or a re-posted irrevocable letter of credit in a form approved by the Township. There shall be no more than a total of two (2) such partial releases of the security, and the Developer shall not submit a request to the Township for any such partial release of the security prior to 30 days from the date of the Township's execution of this Agreement or within 30

days of any other partial release. All written requests for partial and full releases of security funds shall include supporting documentation describing the improvements and maintenance that have been approved and accepted by the Township and any State and County agencies having jurisdiction.

10. Amendments

All amendments must be in writing, signed by all parties hereto, and recorded in the Washtenaw County Register of Deeds.

11. Binding Effect

This Agreement shall run with the land constituting the property described on Exhibit A and shall be binding upon and inure to the benefit of the Township and Developer and to their respective heirs, successors, assigns and transferees, including, without limitation, any builder(s) or third party who acquires an unimproved unit and/or who constructs a residence thereon.

12. Delay in Enforcement

A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the Township's right to eventually enforce, or take action to enforce, the terms of this Agreement.

13. Severability

Each covenant, requirement, obligation and provision contained herein shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the covenants, requirements, obligations or provisions shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, requirements, obligations and provisions shall nevertheless remain in full force and effect.

14. Lawful Document

Developer and Township agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of Michigan and the United States of America. Developer has offered and agreed to complete the on-site and off-site improvements, at its sole cost and expense, as specified in this Agreement. Developer has offered and agreed to complete such improvements, and to proceed with other undertakings and obligations as set forth in this Agreement in order to protect the public health, safety and welfare and provide material advantages and development options for the Developer, all of which improvements and obligations Developer and the Township agreed were roughly proportional to the burden imposed and necessary in order to ensure that public services and facilities necessary for or affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally and economically desirable manner, and to achieve other reasonable and legitimate objectives of the Township and Developer, as authorized under applicable Township

ordinances and the Michigan Zoning Enabling Act, MCL 125.3101. Furthermore, Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all, or any portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, condition, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development of the Property, and are, without exception, clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare.

15. Applicable Law

This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts.

16. Current and Future Owners and Developers

As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as developer of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved.

Developer represents that it is, or will be, the fee simple owner of the Property, excluding the Farmhouse. The person signing this Agreement on behalf of Developer has been duly authorized to do so. The Earl F. and June T. Doletzky Revocable Trust dated November 6, 1996 ("Doletzky Trust") owns and will continue to own the Farmhouse not acquired by Developer, but which is included in the legal description found on Exhibit A. The Doletzky Trust consented to the Site Plan and Project, and further consents to the execution and recording of this Agreement, binding the Property and any person or entity claiming any property right or ownership interest in the Property. The Doletzky Trust's consent to this Agreement is evidenced by its execution of this Agreement attached herein. Township represents that this Agreement has been duly authorized by its Board of Trustees pursuant to applicable laws and ordinances and the persons signing this Agreement on behalf of the Township have been authorized to do so

17. Headings

The headings contained herein are for the convenience of the parties and are not to be used in construing or interpreting this Agreement.

18. Conflict

To the extent that the Agreement or the development of the Property in accordance with this Agreement and the Site Plan deviates from existing Township ordinances, this Agreement and the Site shall control. All references in this Agreement to Township ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any

amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the Site Plan, provided that all construction and development is completed in compliance with this Agreement and the Site Plan. In the event of a conflict or inconsistency between two or more provisions of this Agreement and applicable Township ordinances, this Agreement shall govern and control.

19. Minor Modifications

If minor modifications to the Site Plan result from further engineering or other regulatory requirements of other governmental agencies, such minor modifications shall be reviewed and approved by the Township administration if the changes are substantially in compliance with this Agreement. In addition, the Township administration, comprised of the Township planner, engineer, attorney, building official, and other staff as appropriate, may grant minor modifications from the Site Plan or this Agreement. For purposes of this paragraph, the term “minor modifications” shall be those minor changes that do not affect the permitted uses of the property; do not violate the minimum lot size or setback requirements; do not increase the number of residential units; do not reduce the amount of open space; do not substantially impact the required engineering approval; changes which reduce the size of any building (but not below minimum square footages set forth herein); change in landscaping materials identified in the attached plan if landscaping is replaced by similar types of landscaping materials of better or like quality; changes in floor plans and elevations which do not alter the character of the use; correcting non-material errors; adding or altering home plans, residential dwelling or model elevation drawings, architectural features, building facades, exterior building materials; and changes requested by the Township, County, or State for safety reasons.

20. Model Homes

During the period of construction of the Site Improvements for each Phase, Developer shall be entitled to issuance of at least 2 building permits per Phase for construction of models within such Phase upon installation of street signs and control devices in the applicable Phase, and upon installation of the gravel base of the private roads serving such Phase. Notwithstanding anything to the contrary contained elsewhere in this Agreement, until all units in the entire Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model unit, storage areas and reasonable parking incident to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable development and sale of units or the entire Condominium by the Developer. Developer shall have the right to erect one temporary sign, at the entrance to the Project in furtherance of its development and sale of the units in the Project. Additionally, Developer shall have the right to erect a permanent monument sign at the entrance of the Project.

18. Effective Date

This Agreement is deemed to have been effective on _____, 2021.

“DEVELOPER”

RSG Development, LLC, a Michigan limited liability company,

BY: _____

Its

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day of _____, 202_, by _____, the _____ of RSG Development, LLC, a Michigan limited liability company.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in _____ County

“TOWNSHIP”:

TOWNSHIP OF DEXTER, a Michigan municipal corporation

BY: _____
Diane Ratkovich, Supervisor

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day of _____, 202_ by Diane Ratkovich, Supervisor, the Township of Dexter.

Notary Public

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

Transfer Taxes: Exempt: MCL 207.502; 207.526
Not a conveyance or contract for transfer of property.

Recording Fee: \$

DOLETZKY TRUST

Julie Knight, Successor Trustee of the Earl F. and
June T. Doletzky Revocable Trust dated November
6, 1996

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by Julie Knight, the Successor Trustee of the Earl F. and June T. Doletzky Revocable Trust
dated November 6, 1996, on behalf of the Trust.

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

Drafted by and when recorded return to:
Mark S. Roberts
Secrest Wardle
2600 Troy Center Drive
P.O. Box 5025
Troy, MI 48007-5025

1.10.2022

EXHIBIT A

LEGAL DESCRIPTION

Land in the Township of Dexter, County of Oakland, State of Michigan, to-wit:

DESCRIPTION OF A 92.076 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN (AS SURVEYED BY ATWELL):

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°27'34"E (RECORDED AS S89°11'30"E) 359.50 FEET ALONG THE SOUTH LINE OF SECTION 16, LYING IN QUIGLEY ROAD (66 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE N01°14'34"W (RECORDED AS N00°58'30"W) 1213.53 FEET; THENCE S89°27'34"E (RECORDED AS S89°11'30"E) 122.00 FEET; THENCE N04°48'27"E 1264.74 FEET (RECORDED AS N05°04'31"E 1264.74 FEET AND N04°06'09"E 1264.78 FEET); THENCE N86°02'06"E (RECORDED AS N86°18'10"E) 433.78 FEET ALONG THE CENTERLINE OF NORTH TERRITORIAL ROAD (66 FEET WIDE); THENCE N85°27'06"E (RECORDED AS N85°43'10"E) 911.12 FEET ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD; THENCE N85°25'46"E (RECORDED AS N85°41'50"E) 310.96 FEET ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD; THENCE S01°22'44"E (RECORDED AS S01°06'40"E) 264.00 FEET; THENCE N85°25'46"E (RECORDED AS N85°41'50"E) 165.00 FEET; THENCE S01°22'44"E (RECORDED AS S01°06'40"E) 1820.17 FEET ALONG THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF DEXTER TOWN HALL ROAD (66 FEET WIDE); THENCE N87°20'54"W (RECORDED AS N87°04'50"W) 803.87 FEET; THENCE N01°04'24"W (RECORDED AS N00°48'20"W) 635.11 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 364.21 FEET; THENCE S01°14'34"E (RECORDED AS S00°58'30"E) 646.89 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 160.18 FEET; THENCE S25°43'08"E (RECORDED AS S25°27'04"E) 132.90 FEET; THENCE S01°14'34"E (RECORDED AS S00°58'30"E) 129.81 FEET; THENCE S40°55'13"W (RECORDED AS S41°11'17"W) 210.02 FEET; THENCE S04°27'13"E (RECORDED AS S04°11'09"E) 158.05 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 677.25 FEET ALONG THE SOUTH LINE OF SAID SECTION 16, LYING IN SAID QUIGLEY ROAD, TO THE PLACE OF BEGINNING, CONTAINING 92.076 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 33 FEET AS OCCUPIED BY SAID QUIGLEY ROAD AND THE NORTH 33 FEET AS OCCUPIED BY SAID NORTH TERRITORIAL ROAD AND THE EAST 33 FEET AS OCCUPIED BY SAID DEXTER TOWN HALL ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

EXHIBIT B

7323126_1.docx

MASTER DEED

Hillside Acres

(A Residential Condominium)

WASHTENAW COUNTY CONDOMINIUM

SUBDIVISION PLAN NO. _____

This Master Deed is made and executed on _____, 2021 by RSG Development, LLC, a Michigan limited liability company (“Developer”), whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the “Act”).

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish Hillside Acres as a Condominium Project under the Act and declares that Hillside Acres (referred to as the “Condominium,” the “Project” or the “Condominium Project”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project consists of forty-nine (49) Units which are the individual sites on which dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road or easement or Common Element of the Condominium. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwellings and other improvements located thereon, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

Guenther Building Co., an affiliate of Developer, is the licensed residential builder hired by Developer to construct residences and infrastructure improvements on the Project.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1
TITLE AND NATURE

The Condominium Project shall be known as Washtenaw County Condominium Subdivision Plan No. _____. The engineering plans and architectural plans, if any, for the Project are on file with the Township of Dexter. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto and prepared by Atwell, LLC. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE 2
LEGAL DESCRIPTION

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

Land located in the Township of Dexter, County of Washtenaw, State of Michigan, described as follows:

DESCRIPTION OF A 92.076 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN (AS SURVEYED BY ATWELL):

COMMECING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°27'34"E (RECORDED AS S89°11'30"E) 359.50 FEET ALONG THE SOUTH LINE OF

SECTION 16, LYING IN QUIGLEY ROAD (66 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE N01°14'34"W (RECORDED AS N00°58'30"W) 1213.53 FEET; THENCE S89°27'34"E (RECORDED AS S89°11'30"E) 122.00 FEET; THENCE N04°48'27"E 1264.74 FEET (RECORDED AS N05°04'31"E 1264.74 FEET AND N04°06'09"E 1264.78 FEET); THENCE N86°02'06"E (RECORDED AS N86°18'10"E) 433.78 FEET ALONG THE CENTERLINE OF NORTH TERRITORIAL ROAD (66 FEET WIDE); THENCE N85°27'06"E (RECORDED AS N85°43'10"E) 911.12 FEET ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD; THENCE N85°25'46"E (RECORDED AS N85°41'50"E) 310.96 FEET ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD; THENCE S01°22'44"E (RECORDED AS S01°06'40"E) 264.00 FEET; THENCE N85°25'46"E (RECORDED AS N85°41'50"E) 165.00 FEET; THENCE S01°22'44"E (RECORDED AS S01°06'40"E) 1820.17 FEET ALONG THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF DEXTER TOWN HALL ROAD (66 FEET WIDE); THENCE N87°20'54"W (RECORDED AS N87°04'50"W) 803.87 FEET; THENCE N01°04'24"W (RECORDED AS N00°48'20"W) 635.11 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 364.21 FEET; THENCE S01°14'34"E (RECORDED AS S00°58'30"E) 646.89 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 160.18 FEET; THENCE S25°43'08"E (RECORDED AS S25°27'04"E) 132.90 FEET; THENCE S01°14'34"E (RECORDED AS S00°58'30"E) 129.81 FEET; THENCE S40°55'13"W (RECORDED AS S41°11'17"W) 210.02 FEET; THENCE S04°27'13"E (RECORDED AS S04°11'09"E) 158.05 FEET; THENCE N89°27'34"W (RECORDED AS N89°11'30"W) 677.25 FEET ALONG THE SOUTH LINE OF SAID SECTION 16, LYING IN SAID QUIGLEY ROAD, TO THE PLACE OF BEGINNING, CONTAINING 92.076 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTH 33 FEET AS OCCUPIED BY SAID QUIGLEY ROAD AND THE NORTH 33 FEET AS OCCUPIED BY SAID NORTH TERRITORIAL ROAD AND THE EAST 33 FEET AS OCCUPIED BY SAID DEXTER TOWN HALL ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

Parcel ID No.: D-04-16-400-002 (part of)

Together with and subject to the following:

1. Together with and subject to the following:
2. Liens for taxes and assessments not yet due and payable.
3. Laws, ordinances and regulations of applicable governmental authorities.
4. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
5. Any liens, rights, easements, interests, encumbrances, or claims as shown by the Public Records for Washtenaw County

ARTICLE 3 DEFINITIONS

Certain terms are used 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 rules and regulations of Hillside Acres 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 Hillside Acres as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. “Association” means The Hillside Acres 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 3.3 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 3.4 Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. “Condominium Premises” means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Hillside Acres as described above.

Section 3.7 Condominium Project, Condominium or Project. “Condominium Project,” “Condominium” or “Project” or “Development” means Hillside Acres as a Condominium Project established in conformity with the provisions of the Act.

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

Section 3.9 Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed, if any, which shall describe Hillside Acres as a completed Condominium Project and shall reflect the land area, if any, contracted from the Condominium pursuant to Article 8 below, or the land area, if any, converted pursuant to Article 9 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. 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 filing a certificate in the office of the Washtenaw 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 3.10 Construction and Sales Period. “Construction 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 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.

Section 3.11 Co-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.” In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the “Co-Owners” of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall have the right to retain the rights and obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer, at Developer’s option. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of “Co-Owner” set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. Developer shall be considered a Co-Owner of each Unit which remains in the ownership of Developer.

Section 3.12 Developer. “Developer” means RSG Development, LLC, 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 such terms are used in the Condominium Documents.

Section 3.13 Development Agreement. “Development Agreement” means the Development Agreement between Developer and the Township related to development of the

Project as an Open Space Community in accordance with the site plan for the Project approved by the Township (“Site Plan”) as further described in Section 4.10 below.

Section 3.14 Entrance Way, Landscaping and Perimeter Improvements. “Entrance Way, Landscaping and Perimeter Improvements” means any entrance way signs and monuments, landscaping and related improvements, and any perimeter landscaping or fencing installed by Developer within or adjacent to the Condominium.

Section 3.15 First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer’s sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.16 Open Space Areas. “Open Space Areas” means the Open Space Areas pertaining to the Project and generally shown on Exhibit B.

Section 3.17 Residential Builder. “Residential Builder” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a residence on the Unit and subsequently reselling the Unit. Guenther Building Co., an affiliate of Developer, is the licensed Residential Builder for the Project.

Section 3.18 Roads. “Roads” means the Roads serving the Project as described in Section 4.1.2. and Section 6.5 below, including any turning circles and landscape islands, and the pedestrian trails within the Roads as shown on Exhibit B.

Section 3.19 Storm Water Detention Areas and Drainage Facilities. “Storm Water Detention Areas and Drainage Facilities” means the Storm Water Detention Areas and Drainage Facilities described in Section 6.7 below, including the storm water detention ponds and drainage basins generally shown on attached Exhibit B.

Section 3.20 Township. “Township” means the Township of Dexter, Michigan.

Section 3.21 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 Developer exceed the votes which may be cast by Developer.

Section 3.22 Unit or Condominium Unit. “Unit” or “Condominium Unit” each means a single Unit in Hillside Acres, as such space may be described in Article 5, Section 5.1 hereof and

on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

Section 3.23 Utility Easement Areas. “Utility Easement Areas” means the utility easements and areas serving the Project as generally shown on Exhibit B and described in Article 6 below.

Section 3.24 Wetland Areas. “Wetland Areas” means the wetland areas and buffers within the Project as generally shown on Exhibit B.

ARTICLE 4

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

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

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including the Open Space Areas and Wetland Areas, Utility Easement Areas, Storm Water Detention Areas and Drainage Facilities, and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The Roads throughout the Condominium, including landscape, islands, turning circles and pedestrian trails within the Roads, as shown on Exhibit B, except to the extent of dedication of any portion of the Roads to public use through a conveyance or grant of an easement for roadway purposes to the Washtenaw County Road Commission or other governmental entity. Developer intends to dedicate to the Washtenaw County Road Commission rights of way along Dexter Townhall Road, Quigley Road and N. Territorial Road as shown on Exhibit B for public roadway purposes as described in Section 6.5 below. The remaining Roads within the Project are private Roads to be maintained by the Association, and shall be subject to access easements for purposes of ingress and egress for police, fire, emergency, and related purposes, refuse collection, U.S. Post office or other delivery service, and school vehicles.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements.

4.1.4 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project, including without limitation easements for public and private utilities such as gas, electric, telecommunications, and public sanitary sewers, and the easements in the Utility Easement Areas.

4.1.5 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, storm sewer systems, sanitary sewer systems and Storm Water Retention Areas and Drainage Facilities may be owned by the local public authority, or by the company that is providing the pertinent service, or may be dedicated and conveyed to governmental entities. Accordingly, such utility lines, systems and equipment 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. The local public sanitary sewer authority will own the public sanitary sewer system throughout the Project up to and including the grinder pump serving each Unit. As described in Section 6.9 below, each Unit Owner shall be responsible for compliance with the requirements of applicable public authorities, including public sewer authorities related to connection to and use of public utilities serving such Owner's Unit, including obtaining and providing electrical service for purposes of operating such public utilities, and costs related to connection to and inspection of such electric service.

4.1.6 Electric. Subject to Section 4.1.5, the electrical transmission system throughout the Project up to the point service is stubbed for connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone, Cable and Telecommunications System. Subject to Section 4.1.5, the telephone, cable or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to Section 4.1.5, the gas distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Storm Water Detention Areas and Drainage Facilities. Subject to Section 4.1.5, the Storm Water Detention Areas and Drainage Facilities throughout the Project, including the areas shown on Exhibit B.

4.1.10 Sanitary Sewer. Subject to 4.1.5, the sanitary sewer system throughout the Project up to the point of connection to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit. The Multi-Lake Sewer Authority will own the sewer system and appurtenances throughout the Project, including the sewer mains and the sewer leads from the main up to and including the grinder pump serving each Unit.

4.1.11 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. There are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

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

4.3.1 Co-Owner Responsibilities. The responsibility for and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements located within or upon a Unit, including utility leads, the well, lawn, landscaping, driveways, snow removal on driveways and walks, and the cost of utility services to a Unit shall be borne by the Co-Owner of the Unit. Each Unit will have a private well as a water supply source to be maintained by the Unit Owner as set forth in Section 4.6 below. The local public sewer authority will own the sewer system and appurtenances throughout the Project, including the sewer mains and the sewer leads from the main up to and including the grinder pump serving each Unit. Each Co-Owner shall be responsible for maintaining the sanitary sewer leads and related appurtenances serving the Co-Owner's Unit from the Unit up to but not including the grinder pump and the electric service lines within the Unit providing service to the grinder pump. Each Co-Owner shall be responsible for maintaining lawn and landscaping on the lawn extension between the Co-Owner's Unit and the edge of the Road pavement, and the surface of all Utility Easement Areas and other easement areas on such Co-Owner's Unit, except to the extent otherwise provided in the Master Deed and Bylaws.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for maintaining and preserving the General Common Elements, including the private Roads, Open Space Areas, Wetland Areas and buffers, Storm Water Detention Areas and Drainage Facilities generally shown on Exhibit B and all such maintenance shall be in accordance with requirements of applicable governmental authorities. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed or Bylaws expressly to the contrary.

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

Section 4.4 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements. Unit 49 shall not be permitted to use, connect to, or access the General Common Elements.

Section 4.5 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township of Dexter and the requirements of other applicable governmental authorities.

Section 4.6 Wells. The water supply to each residence on a Unit is from a private well. The Developer shall initially install the private well serving each Unit and thereafter each Co-Owner shall be responsible for reconstruction, maintenance, repair and replacement of the well and related appurtenances. The requirements for well installation, ownership and maintenance are set forth in Article 6 of the Bylaws in accordance with the requirements of the Washtenaw County Department of Environment Health ("WCEH"). Section 6.7 of the Bylaws sets forth the requirements for installation, ownership and maintenance of the wells for each Unit.

Section 4.7 Storm Water Detention Areas and Drainage Facilities. The Storm Water Detention Areas and Drainage Facilities serving the Project as generally shown on Exhibit B shall be maintained by the Association as described in Section 4.3.2 above and Section 6.7 below. Portions of the Storm Water Detention Areas and Drainage Facilities are located on Units. No modification, use, construction or occupancy of any portion of the Storm Water Detention Areas and Drainage Facilities shall occur without the prior written approval of Developer, the Association and applicable governmental authorities.

Section 4.8 Wetland Areas. A portion of the Project consists of Wetland Areas and related wetland buffers shown on attached Exhibit B. The Wetland Areas shall remain in their natural state except as otherwise indicated in the approved Site Plan or as otherwise authorized by the Township, the Michigan Department of Environment, Great Lake and Energy ("EGLE") or other applicable governmental authorities. No use or modification of the Wetland Areas shall occur without the prior written approval of Developer, the Association and applicable governmental authorities including the Township.

Section 4.9 Open Space Areas. The Project has been approved by the Township as an Open Space Community. The only permitted principle uses of the Project are detached single family dwellings and permitted accessory buildings, and infrastructure as shown on the Site Plan for the Project approved by the Township and Exhibit B. The Open Space Areas as shown on Exhibit B are General Common Elements of the Condominium to remain in their natural state for the benefit, use and enjoyment of the Co-Owners of Units 1 through 48 inclusive, in accordance with this Master Deed, including additional uses related to the Wetland Areas and buffers, Storm Water Detention Areas and Drainage Facilities, utilities and Utility Easement Areas, landscaping, private Roads and other related amenities and improvements located or to be

located within the Open Space Areas including those shown on the Site Plan and Exhibit B. The Open Space Areas shall be perpetually maintained in their natural state except for the improvements described above. Such restriction on use shall be enforced by the Developer and Association pursuant to the terms of this Master Deed, and shall be binding on Developer, the Association and all Unit Owners, and their transferees, successors and assigns pursuant to the terms of this Master Deed and the Development Agreement described in Section 4.10 below.

Section 4.10 Development Agreement; Special Assessment Authority. The Project is subject to the Development Agreement between Developer and the Township which has been or will be recorded in the Washtenaw County Records. The Development Agreement is binding on all Unit Owners, and their transferees, successors and assigns, and grants certain rights to the Township to enter upon and correct deficiencies in the maintenance and preservation of the Open Space Areas, Storm Water Detention Areas and Drainage Facilities, private Roads and other matters. By taking title to a Unit each Unit Owner irrevocably agrees that the Dexter Township Board may establish a Special Assessment District and authorize improvements within the Special Assessment District for the private roads, utility systems, and drainage system as outlined in this Development Agreement to the extent such roads or systems require maintenance, repair or replacement not undertaken by the Developer, Unit Owners or the Association, and that the Dexter Township Board is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the real property and improvements of the Project to fulfill the obligations, and maintain, repair and replace the private roadways and utility systems, and drainage of the Project to the extent not properly maintained, repaired and replaced by Developer, the Association and Unit Owners.

In addition, the Development Agreement and approvals for Hillside Acres provide and require that continued farming in the Open Space Areas be encouraged. Such farming operations shall be in appropriate locations within the Open Space Areas as determined by Developer prior to the First Annual Meeting, and the Association thereafter. Any such farming operations shall be undertaken by Developer prior to the First Annual Meeting, and the Association thereafter.

All Unit Owners are notified that the Condominium is located in the vicinity of farmland and farm operations (both within the Condominium and located on neighboring property). Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

ARTICLE 5

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project consists of forty-nine (49) Units numbered 1 through 49 inclusive. Each Unit in the Condominium is described in this Article with reference to the Condominium Subdivision Plan of Hillside Acres as surveyed by Atwell-Hicks, LLC and attached as Exhibit B. Each Unit shall consist of the land and area contained

within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value. The percentage of value assigned to Unit 1 through 48 inclusive shall be equal and the number obtained by dividing 100 by 48 Units. Unit 49's percentage of value shall be zero (0%) percent. Unit 49 shall not be included in the calculation of percentage of value and it is intended that Unit 49 shall not have a percentage of value.

| UNITS | PERCENTAGE OF VALUE |
|-----------------|----------------------|
| 1-48, inclusive | Equal Value (100/48) |
| 49 | Zero (0%) |

The determination that the percentages of value of Units 1 through 48 is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among Unit 1 through 48 insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

By taking title to a Unit in Hillside Acres, Co-Owners acknowledge and agree that Unit 49's percentage of value is zero (0%) because Unit 49 shall not have access to, nor contribute to the maintenance, repair and upkeep of the General Common Elements located in Hillside Acres. Unit 49 shall not have voting rights at meetings as set forth in the Bylaws. Unit 49 has direct ingress and egress to and from N. Territorial Road and shall not utilize the Roads in Hillside Acres. Further, it is not anticipated that Unit 49 will connect to any utilities or General Common Elements in Hillside Acres. Unit 49 shall not be allocated, nor have any obligation to pay any assessments in relation to the budget prepared by the Association.

ARTICLE 6

EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, Storm Water Detention Areas and Drainage Facilities, Utility Easement Areas, and other easements and utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit and any appurtenant Limited Common Elements. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and any Limited Common Elements. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing, or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium 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 Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utility companies or public utility authorities shall have such easements as may be necessary over the Condominium, including all Units and Common

Elements to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or its appurtenant Limited Common Elements. The public sanitary sewer authority shall have access at all times to the sanitary sewer system and appurtenances including electric lines throughout the Project including Units for necessary service, maintenance, repairs or replacements.

Section 6.5 Roadway and Utility Easements; Right of Way Dedication; Private Roads; Possible Special Assessment District. The Roads in the Condominium are private Roads not required to be maintained by the Washtenaw County Road Commission. All expenses of insurance, maintenance, repair, replacement and reconstruction of the Roads shall be paid by the Association and assessed to the Co-Owners based on their percentage of value as set forth in Article 2 of the Bylaws. Developer reserves the right at any time during the Construction and Sales Period to grant easements for private or public utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of road right-of-way and utilities to state, county or local governments, including any required conveyance and dedication of a right-of-way to the Washtenaw County Road Commission for roadway purposes adjacent to Dexter Townhall Road, Quigley Road, and N. Territorial Road, subject to the requirements of applicable governmental authorities. Any such deed, easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to affect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article 2. Developer also reserves easements over all of the Common Element areas of the Condominium and the land described in Article 2 for the purpose of reasonable access from the Roads to the Units located on the land described in Article 2.

The Roads shall be insured, maintained, repaired, and replaced by the Association in accordance with the standards and requirements of the Township and applicable governmental authorities.

As set forth in Article 2 of the Bylaws, after a Unit is sold to and occupied by non-developer Unit Owners, the Association shall collect on an annual basis from the Owner of each such occupied Unit, a separate Road Assessment in the amount of \$350 per year for purposes of funding a reserve for maintenance, repair, or replacement of the private roads in the Development ("Road Reserve"). The Road Reserve shall be held in a separate Association bank

account and Association shall provide the Township on an annual basis copies of the Association's bank statement showing the amount held in the Road Reserve account. The funds in the Road Reserve account shall be used for purposes of maintenance, repair, and replacement of the private roads in accordance with applicable Township standards.

At the Township's request the Association shall add the Township treasurer as a signer on the Road Reserve Account for the sole purpose of ensuring that the funds in the Road Reserve Account are used solely for necessary maintenance, repair, and replacement of the private roads in the Development.

If the Township elects to proceed with establishment of a Township special assessment district for purposes of repair and replacement of the private roads within the Development in accordance with the provisions set forth below, the Association Board of Directors may contribute the Road Reserve to the Township special assessment district, on the condition that the estimated cost of the Township special assessment district shall be reduced by the amount of the Road Reserve so contributed. The annual Association Road Reserve Assessment shall cease in the event that the Township established a special assessment district for purposes of maintenance, repair and replacement of the private roads in the Development.

The Township may levy a special assessment pursuant to applicable laws, ordinances, codes, rules and regulations against the real property described in Article 2 of this Master Deed for the purpose of improving and repaving a portion or all of the private Roads in the Project ("Special Assessment"). A special assessment district may be created by the Township pertaining to improvement or repaving any portion of the private Roads in the Project in accordance with applicable laws.

Units 1 through 48 inclusive, and accordingly, each Owner of Units 1 through 48 inclusive shall be obligated to pay an equal portion of any such Special Assessment allocable to the Project. The amount to be specially assessed against each Unit will be based on and determined as a prorata share of the real property in the special assessment district, as required by applicable laws, ordinances, codes, rules and regulations, so that the individual proportional fair share of the cost of the improvements made pursuant to the special assessment district will be approximately one forty-eighth (1/48) of the total cost of the Special Assessment levied against the Project. Unit 49 shall not be specially assessed as Unit 49 does not utilize the Roads in the Condominium and has direct access to N. Territorial Road.

By taking title to a Unit, each Owner hereby irrevocably approves the levy of a Special Assessment for the purposes set forth above, as long as the Special Assessment is levied proportionately for all property subject to the Special Assessment, pursuant to applicable laws, ordinances, codes, rules and regulations. This irrevocable approval of a future lawful Special Assessment shall be a binding covenant running with the land and shall not terminate.

The private Roads in the Project shall be open to the public for fire, police and other emergency services, refuse collection, U.S. Postal Service and other delivery services, school

vehicles, and other similar public uses, and for enforcement of the Michigan Uniform Traffic Code and all other applicable laws and ordinances.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction 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, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project, or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Water Detention Areas and Drainage Facilities. Storm Water Detention Areas and Drainage Facilities are established to assure the perpetual functioning of the storm water detention areas and drainage and system across the Condominium as generally shown on Exhibit B including detention ponds and basins generally shown on Exhibit B. To maintain the intended function of the Storm Water Detention Areas and Drainage Facilities, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities. The Association shall be responsible for maintenance of the Storm Water Detention Areas and Drainage Facilities of the Project in accordance with the requirements of applicable governmental authorities including the Township and the Washtenaw County Water Resources Commissioner ("WCWRC") including maintenance of all vegetation within any ponds, inlets and outlets to ensure proper functioning of the system. Each Co-owner consents to maintenance of any portion of the Storm Water Detention Areas and Drainage Facilities located on such Co-owner's Unit. The cost of maintenance of the Storm Water Detention Areas and Drainage Facilities incurred by the Association shall be assessed to all Co-Owners as described in the Bylaws. All subsequent use and improvements to the Storm Water Detention Areas and Drainage Facilities Areas shall comply with the requirements of applicable governmental authorities, including Dexter Township and WCWRC.

Section 6.8 Utility Easements. Utility Easement Areas and easements for private and public utilities including drainage, storm sewers, sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units and Common Elements as generally shown on Exhibit B. Developer has or may enter into separate easement agreements

and dedications with the Township, other governmental authorities or utility companies for utility and drainage purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records or the recordings of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Sanitary Sewer Dedication. Sanitary sewers and appurtenances including grinder pumps and appurtenant electrical services are intended to be dedicated to the Multi-Lake Water and Sewer Authority (“Authority”) upon completion of construction in accordance with the terms of an Agreement to Provide Sanitary Sewer Service and Connections to be signed by the Developer and the Authority. [CONFIRM] The Developer and the Association have or will grant Sewer Connection and Pump Easements to the Authority for purposes of laying, constructing, repairing, replacing and maintaining sanitary sewer lines and appurtenances including electrical lines and grinder pumps, and for entering the Condominium and Units for such purpose. Neither the Association nor any Co-Owner shall construct any new buildings or improvements within such easement area or otherwise use the easement area in a manner which would interfere with such easements. However, the Developer, the Association, and Co-Owners shall have the right to plant grass and flowers on the surface of the easement area and the Developer, the Association and the individual Co-Owners of the Condominium shall also have the right to construct a driveway (including a circle drive) to each residence on a Unit across the sewer main portion of the Easement but not in the portion of the Easement which is the sanitary sewer lead from the individual Unit Owner’s grinder pump to the point of connection to the sewer main. The Condominium, the Association and the Co-Owners shall be subject to the rules and regulations established by the Authority and other applicable ordinances and public health regulations.

Section 6.10 Further Rights Reserved to Developer. Developer reserves the right, for itself, the Association, their respective successors and assigns and all owners of the land described in Article 2 above, or portion or portions thereof, perpetual easements for utilities, access, drainage and to use, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, gas, telephone, electrical, cable television, drainage, storm sewer mains and appurtenances. Developer further reserves the right, for itself, the Association, their respective successors and assigns, and the Co-Owners, easements for the unrestricted use of the General Common Elements of the Condominium for the purpose of further development and construction of the Project. Developer further reserves easements over

the land described in Article 2 above, for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or any appurtenant Limited Common Elements may be modified without the consent of the Co-Owner of the Unit in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90 a(9) of the Act, whenever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of the Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9 and Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an “AS BUILT” Condominium Subdivision Plan and/or designate any improvements shown in Exhibit B as “MUST BE BUILT”, subject to any limitations or obligations imposed by the Act.

7.7.8 To contract the Project pursuant to Article 8 below or convert the Project pursuant to Article 9 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

ARTICLE 8

CONTRACTION OF CONDOMINIUM

Section 8.1 Roadway and Units. Developer intends to dedicate to the public use portions of the road right-of-ways adjacent to Dexter Town Hall Road, Quigley Road and N. Territorial Road. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that consists of the any such dedicated road right-of-

way as shown on Exhibit B or any amendment to the Condominium Subdivision Plan. Developer also reserves the right to withdraw from the Condominium any present or future Units or Common Elements of the Condominium.

At the option of the Developer, within a period ending no later than six years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium any portion of the roads and road right-of-ways that may be dedicated to public use and any present or future Units or Common Elements of the Condominium ("Contractible Area"). Provided, however, the consent of any Unit owner to the contraction of such owner's Units shall be obtained prior to contraction of a Unit or owned by an owner other than Developer.

Section 8.2 Withdrawal of Land. In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article 2 that is dedicated to public use as a road and/or road right-of-way and all or any portion of the Contractible Area described above. The withdraw of such land pursuant to this Article 8 shall be effected by an amendment of the Master Deed as provided in Section 8.3 below, and by a conveyance or dedication or grant of easement of the road and road rights-of-way in the Condominium to the Washtenaw County Road Commission (or any other appropriate governmental unit with appropriate jurisdiction) in the case of withdrawal of any portion of the Roads and rights-of-way.

Section 8.3 Restrictions on Contraction. Apart from satisfying any governmental conditions to dedication of the road and road right-of-ways or other contraction, there are no restrictions on Developer's right to contract the Condominium as provided in this Article 8, except as set forth in the last sentence of Section 8.1 above.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the last sentence of Section 8.1. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the 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 re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

Section 8.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 8.

Section 8.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.9, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 9

CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 9.1 Convertible Area. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 9. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. No Units may be created in the Convertible Area, and Units may be expanded, modified or decreased as provided in this Article 9.

Section 9.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements.

Section 9.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extend to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities.

Section 9.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the 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 re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 9.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 9 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 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium 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 Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 9.

ARTICLE 10 ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer 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 Washtenaw County Register of Deeds. After the end of the

Construction and Sales Period, Developer's rights and obligations under the Master Deed shall be automatically transferred to the Association.

[signature page follows]

Dated: _____, 2021

DEVELOPER:

RSG Development, LLC, a Michigan limited liability company

By: _____

Robert F. Guenther

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this ____ day of _____, 2021, the foregoing Master Deed was acknowledged before me by Robert F. Guenther, the President of RSG Development, LLC, a Michigan limited liability company.

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

PREPARED BY AND RETURN TO:

Alexandra E. Dieck
BODMAN PLC
201 S. Division, Suite 400
Ann Arbor, Michigan 48104

EXHIBIT A
BYLAWS
HILLSIDE ACRES

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ARTICLE 1
ASSOCIATION OF CO-OWNERS

Hillside Acres, a residential Condominium Project located in Washtenaw County, Michigan, shall be administered by the Hillside Acres Condominium Association, an organization of Co-Owners which is a non-profit corporation (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 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 Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. 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 the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2
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 in accordance with the following provisions:

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

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

2.2.1 Budget and General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be

established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular Project, the Association 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 periodic 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 periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic 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 5, Section 5.4 of these Bylaws. 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 the members thereof.

2.2.2 Special Assessments. Special assessments, in addition to those required in subsection 2.2.1 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 or costs exceeding Ten Thousand (\$10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection 2.2.2 (but not including those assessments referred to in subsection 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this 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 of the members thereof.

2.2.3 Road Reserve. After a Unit is sold to and occupied by non-developer Unit Owners, the Association shall collect on an annual basis from the Owner of each such occupied Unit, a separate Road Assessment in the amount of \$350 per year for purposes of funding a reserve for maintenance, repair and replacement of the private roads in the Development ("Road Reserve"). The Road Reserve shall be held in a separate Association bank account. The funds in the Road Reserve account shall be used for purposes of maintenance, repair and replacement of the private roads in accordance with applicable Township standards.

At the Township's request the Association shall add the Township treasurer as a signer on the Road Reserve Account for the sole purpose of ensuring that the funds in the Road Reserve Account are used solely for necessary maintenance, repair and replacement of the private roads in the Development.

If the Township elects to proceed with establishment of a Township special assessment district for purposes of repair and replacement of the private roads within the Development in accordance with the provisions of Section 6.7 of the Master Deed, the Association Board of Directors may contribute the Road Reserve to the Township special assessment district, on the condition that the estimated cost of the Township special assessment district shall be reduced by the amount of the Road Reserve so contributed. The annual Association Road Reserve Assessment shall cease in the event that the Township established a special assessment district for purposes of maintenance, repair and replacement of the private roads in the Development.

Section 2.3 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 apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit 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.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from 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.

As set forth in Section 5.2 of the Master Deed, each Co-Owner acknowledges and agrees that Unit 49's percentage of value is zero (0%) because Unit 49 shall not have access to, nor contribute to the maintenance, repair and upkeep of the General Common Elements located in Hillside Acres. Unit 49 shall not have voting rights at meetings as further described herein. Unit 49 has direct ingress and egress to and from N. Territorial Road and shall not utilize the Roads in Hillside Acres. Further, it is not anticipated that Unit 49 will connect to any utilities or General

Common Elements in Hillside Acres. Unit 49 shall not be allocated, nor have any obligation to pay any assessments in relation to the budget prepared by the Association.

ARTICLE 6

Section 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien and the lien created by the Condominium Documents that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's 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 such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.1 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 such Co-Owner was notified of the provisions of this subsection and that the Co-Owner 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.

2.5.2 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any

notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

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

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 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 Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the residence or other improvements thereon together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.9 Personal Property Tax and Special Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible

personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.10 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 2.11 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. 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 and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs 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.

ARTICLE 3 ARBITRATION / JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner 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 and judgment on such decision shall be entered by any court of competent jurisdiction, 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. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

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

Section 3.3 Election of Remedies. Such election and written consent by 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 4 INSURANCE

Section 4.1 Extent of Coverage. The Association shall to the extent appropriate given the nature of the General Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions. Limited Common Element insurance shall be the responsibility of the Co-Owners to which such Limited Common Elements are appurtenant.

4.1.1 Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

4.1.2 Insurance on Common Elements. All General Common Elements of the Condominium Project if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 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 5 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 and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and 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.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with any Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may 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 are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on any Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 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 4.5 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 or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-Owner.

ARTICLE 5 RECONSTRUCTION OR REPAIR

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

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is determined by unanimous vote of all the Co-Owners and mortgages in the Condominium that the Condominium shall be terminated.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or any appurtenant Limited Common Elements or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that such Co-Owner elects to make. The Co-Owner shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township of Dexter unless eighty (80%) percent of the Co-Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of any structure and other improvements constructed within the perimeter of the Co-Owner's Unit and any appurtenant Limited Common Elements. In the event damage to a structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If and to the extent that any structure is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the

mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special 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.

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

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

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

5.6.2 Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds (2/3) of the Co-Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-

Owners based upon the continuing value of the Condominium as one hundred percent (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 or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) 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 first mortgagee lien on any of the Units in the Condominium.

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds One Thousand Dollars (\$1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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 Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6

RESTRICTIONS / ARCHITECTURAL CONTROL

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

Section 6.1 Land And Building Use Restrictions. All Units shall be used for private residential purposes only and no building shall be erected, re-erected, placed or maintained or permitted to remain on any Unit, except one (1) residential dwelling not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Co-Owner or occupants of the dwelling. Provided, however, a garage with more than three (3) parking spaces may be permitted if Developer determines in its sole discretion that a larger garage will be consistent with the topography of the Unit and the Project as a whole. No other accessory building or structure including, but not limited to carports, may be erected in the Condominium without the prior written consent of Developer. Notwithstanding the foregoing, Developer or a builder designated by Developer may erect and maintain model homes on any Units owned by Developer or a designated builder until such time as all Units which Developer or its designated builder own are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Dwelling Quality And Size. It is the intention and purpose of this Master Deed and Bylaws to insure that all dwellings in the Condominium are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Master Deed and Bylaws or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of basements, unfinished attics, attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be as follows:

6.2.1 One Story/Ranch: _____ (_____) square feet.

6.2.2 Two Story: O_____ (_____) square feet.

6.2.3 Story and a Half: _____ (_____) square feet.

6.2.4 Bilevel: _____ (_____) square feet on the upper level and _____ (_____) square feet on the lower level.

Notwithstanding the foregoing, Developer or the Association shall be entitled to grant exceptions to these minimum square footage restrictions to the Co-Owner of a Unit who applies for such exception; provided the Co-Owner demonstrates to the satisfaction of Developer or the Association, as the case may be, that a reduction in the square footage requirement as to said Co-Owner will not adversely affect the quality of the Condominium or lessen the value of the homes surrounding the home to be constructed by the Co-Owner on such Unit. Any such exception granted to a Co-Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirements in any other case.

Section 6.3 Building Location. All buildings and structures shall be located on each Unit in accordance with the requirements of the Township of Dexter set forth in its zoning ordinance.

Section 6.4 Unit Size. The minimum size of each Unit shall be the Unit size established for the Unit in the attached Condominium Subdivision Plan. In the event more than one (1) Unit, or part of a Unit, are developed as a single unit (and except as to the obligation of each Co-Owner for any assessments made against each separate Unit), all restrictions set forth in this Master Deed and Bylaws shall apply to such resulting unit in the same manner as to any single Unit.

Section 6.5 Wells. The water supply to each residence on a Unit is from a private well. The Developer shall initially install the private well serving each Unit and thereafter each Co-Owner shall be responsible for reconstruction, maintenance, repair and replacement of the well and related appurtenances. The requirements for well installation, ownership and maintenance are in accordance with the requirements of WCEH and are set forth in Section 6.7 below.

Section 6.6 Sanitary Sewers. As set forth in Section 6.9 of the Master Deed, sanitary sewers and appurtenances in the Project are intended to be dedicated to the Multi-Lake Water

and Sewer Authority (“Authority”), upon completion of construction in accordance with the terms of an Agreement to Provide Sanitary Sewer Service and Connections to be signed by the Developer and the Authority. The Association has or will grant Sewer Connection and Pump Easements to the Authority for purposes of laying, constructing, repairing, replacing and maintaining sanitary sewer lines and appurtenances and electric lines and grinder pumps and for entering the Condominium for such purpose. Neither the Association nor any Co-Owner shall construct any new buildings or improvements within such easement area or otherwise use the easement area in a manner which would interfere with such easements. However, the Developer, the Association, and Co-Owners shall have the right to plant grass and flowers on the surface of the easement area and construct and maintain a driveway (including a circle driveway) to each Co-Owner’s residence as set forth in the Sewer Connection and Pump Easement to be signed by the Association and the Authority. No driveway shall be constructed within the easement area granted to the Authority for sewer leads serving Units. A driveway may cross a sewer main for purposes of access from the Unit to the private Road serving the Unit. The Condominium, the Association and the Co-Owners shall be subject to the rules and regulations established by the Authority and Dexter Township and other public health regulations.

Section 6.7 Well Requirements. The requirements of WCEH for installation, ownership and maintenance of the well on each Unit are as follows:

6.7.1 All wells must be drilled into a protected aquifer. Wells must be grouted with bentonite. The clay barrier shall be no less than 10 ft. in thickness. Wells must be grouted with bentonite through the protecting clay stratum to the top of the screen.

6.7.2 If a well cannot be drilled into a protected aquifer, provide a minimum of 50 ft. submergence. Submergence is measured as the distance from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer.

6.7.3 **[CONFIRM]** Chemical analysis of water from a test well in the Project determined the highest iron concentration of _____ ppm in a test well on Unit_____. The maximum recommended secondary standard is 0.3 ppm. Iron may stain laundered goods and plumbing fixtures and impart a bitter taste. It may be necessary to install iron removal equipment to reduce the iron concentrate to an acceptable level.

6.7.4 **[CONFIRM]** Chemical analysis of water from a test well in the Project determined the highest total hardness concentration of 400 ppm as calcium carbonate in a test well on _____. The maximum recommended standard is 250 ppm. Hardness may cause scaling, plumbing problems, and increased usage of soap and detergent. Softening of the water may result in high sodium concentrations, which should be considered by persons on sodium-restricted diets.

6.7.5 **[CONFIRM]** Water quality sampling from test wells at the Project have confirmed arsenic concentrations from individual wells that may exist above the established USEPA drinking water standard of 0.01 ppm. In order that individual owners can be advised of the arsenic concentration from their particular well and options for reducing exposure, all wells drilled in this development are required to be sampled for

arsenic. Where concentrations are found to exceed 10 µg/l (micrograms per liter or parts per billion), well modification, water well replacement, and point of use treatments devices may be the most effective approaches to reduce exposure to arsenic in drinking water.

6.7.6 The well location on each Unit must meet all isolation distances set forth under rule 325.1622 of the Groundwater Quality Control Act, Part 127 – Act 368 of the Public Acts of 1978, or those rules adopted by the Washtenaw County Rules and Regulations for the Protection of the Groundwater.

6.7.7 All wells must be owned and maintained by individual Unit Owners.

6.7.8 Due to concerns with low yield wells in this area, this Project shall be considered a “Well First Area.” It is required that a well permit be obtained and the well constructed to acceptable water quality and quantity standards prior to issuing a building permit from the authority having jurisdiction.

6.7.9 All wells in this development shall have a minimum yield of 10 GPM and tested for established safe levels for Nitrates, Arsenic and Coliform Bacteria.

6.7.10 If test wells used in the preparation of the hydrogeological study are not to be used as a potable water supply, then they must be properly abandoned in accordance with Part 127, Act 368 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted to this office prior to releasing any well or septic permits on any of the units in this development.

Section 6.8 Nuisances, Pets and Animals. No noxious or offensive activities shall be carried on in or upon any Unit or the Project nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. Without the prior written consent of the Association, no animal or pet shall be kept at the Project except domestic pets such as dogs, cats, or small animals typically kept in cages, such as birds, fish, or rodents. Any pets kept shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Project, and any animal shall at all times be attended by a responsible person while on the Project. Any person who causes or permits an animal to be brought or kept on the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Project. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.9 Temporary Buildings, Damaged Dwellings And Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during the Construction and Sales Period. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No

old or used buildings of any kind shall be moved or reconstructed on any Unit or any appurtenant Limited Common Elements. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any portion of the Condominium within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by a Co-Owner, or a Co-Owner's agents, employees, contractors shall be restored by the Co-Owner, at the Co-Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Co-Owner's Unit.

Section 6.10 Soil Removal. Soil removal from Units or any appurtenant Limited Common Elements shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.11 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit or any appurtenant Limited Common Elements other than within buildings or structures.

Section 6.12 Maintenance Of Side Strips. Co-Owners of Units shall be responsible for the maintenance of parkways or public rights-of-way located between the Co-Owner's Unit and the edge of adjacent road pavement.

Section 6.13 Performance Of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.14 Vehicular Parking And Storage. Except as otherwise herein provided, no vehicles, including boats, trucks, campers or recreational vehicles shall be parked or stored outside a garage or stored or parked overnight in any street or driveway except private passenger automobiles, including private passenger sport utility vehicles and pick-up style trucks, or except temporary storage or parking for no more than seven (7) consecutive days. No vehicles shall be parked in any area other than garages, driveways or streets. A trailer, truck, boat, camper or recreational vehicle being used by the family resident in such dwelling may be stored in the garage but not parked permanently or temporarily outdoors, except as provided above. All parking on streets must comply with applicable laws and ordinances.

Section 6.15 Garbage And Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-Owners. No outside storage for refuse or garbage shall be maintained

or used unless properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is prohibited.

Section 6.16 Fences And Obstructions. No fences are permitted, unless decorative or ornamental fences consisting of black wrought iron or similar material and which do not exceed four (4) feet in height. No chain link fences are permitted. No fences may be installed between the rear line of the dwelling and the street. Fences may only start at the rear of the dwelling and be placed in the rear yard. Fences must be approved by Developer prior to construction.

Section 6.17 Landscaping And Grass Cutting. Upon completion of construction of a residential dwelling on any Unit, the Co-Owner shall cause the Unit and any appurtenant Limited Common Elements to be finish graded, seeded, sodded or suitably landscaped with due consideration of the Conservation Easement requirements described in Section 6.36 below as soon after completion of construction as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Unit or appurtenant Limited Common Elements exceed six inches (6") in height, the Co-Owner shall mow or cut the weeds and grass over the entire Unit except in wooded areas, Storm Water Detention Areas, and Wetland Areas. If a Co-Owner fails to mow or cut weeds or grass on the Co-Owner's Unit as required by the preceding sentence within ten (10) days after written notice, the Developer or the Association may perform such work and the cost shall be assessed to the Co-Owner and become a lien upon the Unit as provided in Article 2 of these Bylaws. All Units owned by Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the restrictions contained in this Section. Upon conveyance of any Unit by Developer or a builder to a Co-Owner other than Developer or a builder, the Unit shall be subject to all of the restrictions contained in this Section.

Section 6.18 Swimming Pools, Tennis Courts And Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Unit without the prior written approval of Developer and the Association which shall include plans for screening and fencing. No above-ground pools shall be permitted. Any swimming pool or similar structure which has been approved in writing by the Association shall be constructed in accordance with these Bylaws and with all applicable laws and governmental regulations and ordinances pertaining thereto.

Section 6.19 Lawn Fertilization; Pesticides, Herbicides. Use of lawn care chemicals and fertilizers shall be restricted to minimize any negative impact on the Wetland Areas, pursuant to the rules and regulations adopted by the Association. No pesticides, herbicides or chemical fertilizers shall be applied or used within 25 feet of the Wetland Areas.

Section 6.20 Signs; Illumination. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the Unit upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the Unit, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this

Section 6.20 shall not apply to signs installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit. All signs shall be in compliance with applicable ordinances.

Section 6.21 Objectionable Sights; Antennae. Above-ground exterior fuel tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than twenty-four (24") inches in diameter and are located on the side or rear roof or side or rear exterior of a dwelling) shall be constructed or erected upon the exterior of any dwelling on any dwelling on any Unit, without the prior written approval of Developer.

Section 6.22 Maintenance. The Co-Owner of each Unit and the occupants of any portion of the Unit shall keep all buildings and grounds in good condition and repair.

Section 6.23 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Master Deed and Bylaws, Developer, and/or any builder which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or builder may determine and/or a model home or homes for such purposes. Developer and any designated builder may continue such activity until such time as all of the Units in which Developer or builder have an interest are sold.

Section 6.24 Storm Water Detention Areas and Drainage Facilities and Wetland Areas. No Storm Water Detention Areas and Drainage Facilities or Wetland Areas shall be modified in any manner and no use or occupation or construction of such areas or facilities shall occur by any person or entity other than Developer or its authorized representatives unless permits and approvals for such modification, use, construction or occupation have been granted by Developer, the Association and all governmental units or agencies having jurisdiction over such areas and facilities.

Section 6.25 Roads, Curbs and Drainage Ways. During construction periods any damage to the roads, curbs and drainage ways shall be repaired at the sole cost and expense of the Owner of the Unit for whom construction is being performed. Such damage shall be defined by the Developer, or the Association, if applicable, and shall include, but is not limited to, broken pavement, chipped, broken or damaged curbs, ruts in drainage ways, erosion sediment from unit, and regrading. If damage occurs the Developer, or the Association, shall give written notice to the Owner of the Unit as to the extent of such damage. The Owner shall repair such damage within thirty (30) days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After thirty (30) days, plus any adverse weather extensions, the

Developer, or the Association, may repair such damage and bill the Owner of the Unit. If said costs are not paid within thirty (30) days, the Developer, or the Association, may place a lien upon the subject Unit for such charges plus all actual attorney's fees (not limited to statutory fees) and other costs, or take any other actions which may be permitted by law.

Section 6.26 Leasing and Rental.

6.26.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.5 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association in the manner specified below. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

6.26.2 Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

6.26.2.1 A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.26.2.2 Tenants or 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.

6.26.2.3 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:

6.26.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

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

6.26.2.4 If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the condition of the Condominium Documents. The relief provided in this subsection may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant.

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

6.26.2.5.1 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.

6.26.2.5.2 Initiate proceedings pursuant to 6.26.2.4 above.

Section 6.27 Architectural Controls. In order to insure that the Development is a desirable residential district and to control the landscaping, improvements and structures in the Development, no residence, fence or other structure improvement shall be constructed, altered or maintained on any Unit until the building plans, specifications and plot plan showing the location and placement of the residence, fence, structure or improvement and the landscaping and any tree removal on the Unit have been approved in writing by Developer. If within sixty (60) days Developer fails to approve or disapprove any documents or matters submitted to it, approval will not be required and this covenant will be deemed to have been fully complied with. Review by Developer shall include review of architectural design, landscaping, placement of improvements and structures on the Unit, well placement, and exterior materials, to be consistent with the other improvements in the Development, and in compliance with the Master Deed and Bylaws. If plans are disapproved by Developer, then said proposed residence or improvement shall not be constructed, altered or maintained. After Developer has conveyed to an Owner the last Unit owned by Developer, the approvals required by this Article shall be automatically transferred to the Association.

Section 6.28 Changes in Common Elements. No Co-Owner shall make changes in any of the Common Elements, Limited or General, without the prior written approval of the Association and the Developer (during the Construction and Sales Period).

Section 6.29 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 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.

Section 6.30 Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit thereon 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 thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to any Unit or to the improvements thereon. In the event of an emergency, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner.

Section 6.31 General Common Element and Easement Maintenance. Roads shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. All General Common Elements including the Open Space Areas, Storm Water Detention Areas and Drainage Facilities and Roads shall be maintained by the Association except as otherwise set forth in the Master Deed.

Section 6.32 Co-Owner Maintenance. Each Co-Owner shall maintain such Co-Owner's Unit and the improvements thereon, including the dwelling, inside and out, the driveway, including snow removal, and the yard, the sidewalk, landscaping and any Limited Common Elements appurtenant thereto, in a safe, clean and sanitary condition, and shall keep the yard mowed, maintained and landscaped. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements by such Co-Owner, or the Co-Owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 hereof.

Section 6.33 Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified by the U.S. Postal Service and the Developer, in order to insure consistency and uniformity within the Project.

Section 6.34 Exterior Lighting. No Owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other Owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

Section 6.35 Reserved Rights of Developer.

6.35.1 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. The rights of assignment reserved to the Developer in Article 20 below shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

6.35.2 Enforcement of Condominium Documents. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer 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. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

Section 6.36 Farming Operations. Pursuant to the requirements of the Township for approval of the Project referred to in Section 4.10 of the Master Deed, continued farming in the Open Space Areas is encouraged in appropriate locations, as determined by Developer prior to the First Annual Meeting and the Association thereafter.

ARTICLE 7 MORTGAGES

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from

the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees 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, or of a lapse, cancellation, or material modification of any insurance policy maintained by the Association, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written 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.

ARTICLE 8 VOTING

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit, except the Co-Owner of Unit 49, shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal. The Co-Owner of Unit 49 shall not be entitled to a vote.

Section 8.2 Eligibility to Vote. Subject to Section 8.1 above, no Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 9.2 and Section 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2 and Section 11.2. 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 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 Designation of Voting Representative. Except the Co-Owner of Unit 49, 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 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-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Section 9.2 and Section 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE 9 MEETINGS

Section 9.1 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 as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold 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 and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. 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 Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 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 of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 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 9.6 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 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) 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 9.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as

provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) 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 (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9.9 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 9.10 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. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10 ADVISORY COMMITTEE

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

ARTICLE 11 BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by 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 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 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 three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting. 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, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold 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.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and 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 Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 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 11.2.3.2, 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 11.2.2 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 Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

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

11.2.3.5 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 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 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 11.4 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:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

11.4.2 To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

11.4.5 To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

11.4.6 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.

11.4.7 To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association; and to secure the same 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.

11.4.8 To make rules and regulations in accordance with these Bylaws.

11.4.9 To establish such committees as the Board of Directors 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.

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include 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 Section 11.3 and Section 11.4 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 Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 11.6 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 Developer shall be solely entitled to fill the vacancy of any Director whom Developer 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 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 subsection 11.2.2 of this Article.

Section 11.7 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 the Co-Owners, not just of those present, 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 8, Section 8.4. 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 11.8 First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (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

Section 11.13 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 11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 12 OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, 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 (2) offices except that of President may be held by one person.

Section 12.2 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 12.3 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; the

Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 12.4 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 12.5 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.6 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 such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors 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 12.7 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 13 SEAL

The Association may (but need not) have a seal. If the Board of Directors 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 14 FINANCE

Section 14.1 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 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. To the extent the Association has assets in excess of \$20,000, the Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American

Institute of Certified Public Accountants. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association may opt out of the requirement for an annual audit or review by a majority vote of the Unit Owners.

Section 14.2 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 14.3 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 Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15 INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and Directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 16 AMENDMENTS

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recording in the office of the register of deeds in the county in which the Condominium is

located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17 COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, 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 18 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 19 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 19.1 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 19.2 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 19.3 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 and the improvements thereon, 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 19.4 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. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 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.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 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 19.8 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 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 19.9 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE 20
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to 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 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 Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve 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 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 be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21
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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

DEXTER TOWNSHIP PLANNING COMMISSION

Resolution for Final Site Plan Approval

(20-PC-200.1) RSG Development (Doletzky)

A resolution to grant approval of a Final Site Plan for a site condominium, submitted by Natalie Ceccolini, on behalf of RSG Development, for property located at 11677 N. Territorial Rd., Section 16 of Dexter Township (D-04-16-400-012).

- 10) WHEREAS, Natalie Ceccolini, (*Applicant*), on behalf of RSG Development, pursuant to the provisions of the Dexter Township Zoning Ordinance (*Zoning Ordinance*), submitted an application for Final Site Plan Approval (20-PC-200.1) RSG Development (Doletzky), on June 17, 2021; and
- 20) WHEREAS, the application calls for the construction of 48 homes under development on a 92.1-acre site. Drawings and plans most recently dated June 11, 2021 and the Conventional Plan on February 19, 2020; and,
- 30) WHEREAS, the applicant received Open Space Community/Preliminary Site Plan Approval at the April 13, 2021 Planning Commission meeting; and
- 40) WHEREAS, the Applicant submitted an updated 36-page site plan on June 11, 2021, prepared and stamped by Todd Pascoe, a licensed professional engineer; and
- 50) WHEREAS, the Planning Commission has received a report from David Rohr (*Dexter Township Director of Planning and Zoning*) dated July 9, 2021; and
- 60) WHEREAS, the Planning Commission has received a report from Matthew Parks (*Township Engineer/OHM Engineering Advisors*); and
- 70) WHEREAS, the Planning Commission has received a report from Donald Dettling (*Dexter Area Fire Department Fire Inspector*); and
- 80) WHEREAS, §17.02 of the Zoning Ordinance establishes that the Open Space Community (OSC) District is an overlay district on top of Agriculture (AG) Districts; and
- 90) WHEREAS, (20-PC-200.1) RSG Development (Doletzky) meets the minimum eligibility for an open space community, as outlined in §17.04(A) of the Zoning Ordinance;
- 100) WHEREAS, (20-PC-200.1) RSG Development (Doletzky) meets the standards of §17.05(A) to allow for regulatory flexibility, as the proposed modifications will result in higher quality of

DEXTER TOWNSHIP PLANNING COMMISSION

Resolution for Final Site Plan Approval

(20-PC-200.1) RSG Development (Doletzky)

development than would otherwise be possible and the proposed open space community will be of recognizable and substantial benefit to the ultimate users of the project and the community; and

110) WHEREAS, regulatory flexibility is granted, per §17.05(A) of the Zoning Ordinance, from certain standards of the Zoning Ordinance as an open space community;

120) WHEREAS, the Planning Commission has reviewed the Conventional Plan and determined that it is possible to conventionally develop the property with a total of 16 lots; and

130) WHEREAS, the information in the Final site plan application meets the standards of §6.05(A) through §6.05(P) (*Site Plan Approval Standards*), §11.01 (*Agriculture District*), §16.01(A)(1) through §16.01(A)(7) (*General Standards Applicable to All Special Land Uses*), Article 17 (*Open Space Community Standards*), Article 20 (*Access Controls*), Section 21.03(A)(1) (*Parking Standards*), Article 23 (*Landscaping Standards*), and Article 24 (*Environmental Standards*), has received the necessary modifications or waivers of standards, will be amended as outlined in this resolution, or will meet those standards upon final site plan approval;

140) NOW, THEREFORE, BE IT RESOLVED, the Planning Commission, by a majority vote at a duly-noticed, regular meeting, held this 27th day of July 2021, GRANTS APPROVAL of the Final Site Plan for (20-PC-200.1) RSG Development (Doletzky) for property located at 11677 N. Territorial Rd., Section 16 of Dexter Township (D-04-16-400-012) Approval subject to the conditions listed below:

- a) *This approval shall not be effective until the Township Board approves a Development Agreement for the project;*
- b) *This approval shall not be effective until the Master Deed and Bylaws, outlining the preservation of the open spaces, have been approved by the Township Attorney;*
- c) *This approval shall not be effective until the project has received approval from the Washtenaw County Road Commission;*
- d) *The project shall comply with all applicable county, state, and federal requirements for the proposed use; and*
- e) *This approval shall not take effect until the applicant has paid, in full, all monies owed to the Township for fees, expenses, and/or other related issues related to the open space community and preliminary site plan review and*
- f) *approval shall not be effective for the project until the Washtenaw County Environmental Health Department approves the on-site wells, and*
- g) *approval shall not be effective until resolution of findings in the OHM engineering report of July 20,*

DEXTER TOWNSHIP PLANNING COMMISSION

Resolution for Final Site Plan Approval

(20-PC-200.1) RSG Development (Doletzky)

2021, and
h) Developer agrees to remove any invasive species from the landscape plans.

Resolution offered by Planning Commissioner Maier.

Resolution supported by Planning Commissioner Lewis.

YES Lewis, Maier, Nester, Sikkenga, Straub

NO Marinelli

ABSENT Hurd

ABSTAIN None

Date: July 27, 2021

Chair

Date

Secretary

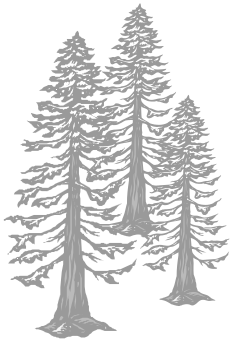
Date

These findings, conclusions, decisions, and resolution are accepted:

Natalie Ceccolini

Date

RSG Development, Applicant



DEXTER TOWNSHIP

PLANNING COMMISSION

6880 DEXTER-PINCKNEY ROAD
DEXTER, MI 48130
TELEPHONE: 734-426-3767
FAX: 734-426-3833
WWW.DEXTERTOWNSHIP.ORG

MARTY STRAUB
CHAIR & ZBA REP
VACANT
VICE CHAIR
TOM LEWIS
SECRETARY
KAREN SIKKENG
EX-OFFICIO TWP. BRD.
CHANDRA HURD
CHRISTINA MAIER
KIMBERLY MARINELLI
BOB NESTER
COMMISSIONERS

JANIS MILLER
RECORDING SECRETARY

REGULAR MEETING OF THE PLANNING COMMISSION

Tuesday, July 27, 2021

Present: Marty Straub, Chair; Tom Lewis, Secretary; Bob Nester, Christina Maier, Kimberly Marinelli and Karen Sikkenga. Absent: Chandra Hurd.

Also present: David Rohr, Director of Zoning and Planning; and Janis Miller, Recording Secretary.

1. **Call to Order:** Mr. Straub called the meeting to order at 7:03 PM.
2. **Pledge of Allegiance:** Recited by all.
3. **Conflict of Interest:** No members had a conflict of interest.
4. **Approval of Agenda:**
With no additions or correction Chairperson Straub deemed the agenda approved as presented.
5. **Public Comment:** (non-agenda items)
Opened 7:07PM. No comments. Closed 7:07PM.
6. **Action Items:**
Item A:
Approval of Planning Commission Bylaws
Motion by Maier, seconded by Nester, to approve/adopt the Bylaws as presented.

Roll Call Vote: Yeas – Lewis, Nester, Sikkenga, Maier, Marinelli, Straub; Nays - None; Absent - Hurd. **Motion carried 6-0.**

Item B:

Public hearing for **(20-PC-200.1) Doletzky**, 11677 N. Territorial Road, Final Site Plan approval for a residential housing subdivision.

Chairperson Straub outlined tonight's possible outcomes as: A) grant approval of the preliminary site plan, with possible conditions; B) deny approval of the preliminary site plan as not complying with the Zoning Ordinance (2003 amended 2018); or C) postpone to a time certain, to allow for receipt of further requested information.

DPZ Rohr summarized the staff report noting there will be 48 homes with 60% open space. There is an updated traffic study as well as comments from Dexter Area Fire and OHM. Mr. Pascoe has answered all the Planning Commission's concerns and has presented a complete application.

Applicant representative Todd Pascoe stated they had completed the application and addressed the Planning Commission concerns. Mr. Pascoe then answered questions of the Commissioners.

Open Public Comment: 7:25 pm
Laura Sanders, 11774 Quigley Rd.

Her ten-acre property juts into the south end of the Doletzky property and she is concerned about the well water, roadways, and the intersection at Dexter Townhall and N. Territorial. She noted the documents did not include a prototype of the proposed homes and was concerned that the developer wasn't taking the Planning Commission seriously.

Closed Public Comments: 7:28 pm

Commissioners Discussion Summary:

The pond in Hartman Farms would be used for fire protection. Engineering firms (OHM) don't give recommendations on buildings or road right-of-way, they look at the technical issues. Entrance on N. Territorial will be used for emergency vehicles only, gated with a lock box. Map on (Guenther) engineering report needs to reflect 48 homes, not 51. Hydrogeological study completed. The number of wells would not affect the aquifer. Updated traffic study and discussion about a turn lane and acceleration lane (County Road Commission action) on Dexter Townhall. Only on-site traffic circulation is the concern of the Planning Commission. Non-Township traffic on N. Territorial and Dexter Townhall. The need for a summer and fall traffic count for the intersection of Dexter Townhall and N. Territorial. Population growth and the number of school age children per dwelling.

Motion by Maier, seconded by Lewis, to approve a Resolution for Final Site Plan Approval for (20-PC-200.1) RSG Development (Doletzky).

Discussion: Adding "and the Washtenaw County Environmental Health Department" to condition (c). Attorney Roberts recommends adding (g) approval shall not be effective for the project until the Washtenaw County Environmental Health Department approves the on-site wells; and adding (h) approval shall not be effective until OHM approves the revisions of the final site plan addressed July 20, 2021. Correction, change (g) to (f) and (h) to (g). Adding details regarding remediation of arsenic in wells. Attorney Roberts said condition (f) covers it. Seller obligation, not Township obligation, to reveal arsenic in the wells to potential buyers. Condition (d) is a catchall for all permits and approvals issued to developers. Recap of (g) approval shall not be effective until resolution of findings in the OHM engineering report of July 20, 2021. Added condition (h) landscape plans do not include plants that fall under Michigan State University College of Agriculture's Midwestern Invasive Species Information Network; reworded Developer agrees to remove any invasive species from the landscape plans. Side driveways not shown on plan.

Maier and Lewis agree to the addition of conditions (f), (g), and (h).

Roll Call Vote: Yeas – Lewis, Maier, Nester, Sikkenga, Straub; Nays - Marinelli;
Absent - Hurd. **Motion carried 5-1.**

7. Approval of Planning Commission Minutes:

*Motion by Sikkenga, seconded by Nester, to approve the meeting minutes of April 13, 2021, as amended. **Motion carried 6-0.***

*Motion by Maier, seconded by Lewis, to approve the meeting minutes of May 11, 2021, as amended. **Motion carried 6-0.***

8. Election of Officers: No action

9. Township Board of Trustees Update:

Karen Sikkenga, Township Board Representative gave a report on the July 20, 2021 regular Township Board Meeting.

10. Concerns of Commission Members, Director of Planning and Zoning, Supervisor, and Recording Secretary:

DPZ Rohr thanked the Planning Commission and Attorney Roberts for approval of the Doletzky project.

11. Review of Bylaws: See Action Item A above.

12. Public Comment:

Opened 8:46 PM. No comments. Closed 8:47 PM.

13. Future Agenda Items: August 23, 2020 None at tis time.

14. Adjournment:

*Motion by Marinelli, seconded by Sikkenga, to adjourn the meeting. **Motion carried 6-0.***
Meeting adjourned at 8:48 PM.

Respectfully submitted,

Tom Lewis, Secretary


Janis Miller, Recording Secretary

11677 N. TERRITORIAL ROAD

A map showing the location of the 'SITE' (a grey building icon) relative to surrounding roads and landmarks. The site is located on the east side of N. Territorial Rd., just west of its intersection with Center Township Rd. Other roads shown include Hadley Rd. to the northwest, Stoffer Rd. to the west, and Island Lake Rd. to the southeast. To the east of the site are the Huron River and the Stoffer Parkway. A road labeled '52' is shown on the far left. A north arrow is located near the center of the map.

SHEET INDEX

SITE DATA



DEVELOPER/APPLICANT

RSG
2864 CARPENTER RD. #300
ANN ARBOR, MI 48108
CONTACT: BOB GUENTHER
PHONE: (734) 971-3323

ENGINEER

ATWELL, LLC
311 NORTH MAIN STREET
ANN ARBOR, MICHIGAN 48104
CONTACT: MATTHEW W. BUSH, PE
PHONE: (734) 994-4000

PROJECT DESCRIPTION— OPEN SPACE COMMUNITY

PROJECT NARRATIVES

THE PROPOSED USE IS FOR SINGLE FAMILY DWELLING UNITS. THE PROJECT WILL BE DEVELOPED AS A SITE CONDOMINIUM WITH RECORDED MASTER DEED AND BY-LAWS. VARYING LOT SIZES ARE PROVIDED TO ENCOURAGE FLEXIBILITY IN HOUSING TYPES FOR VARYING DEMOGRAPHICS AND AFFORDABILITY OF THE NEIGHBORHOOD. HOUSING TYPES INCLUDING RANCHES, 2 STORIES, FIRST FLOOR MASTER BEDROOMS, FRONT GARAGES, AND SIDE GARAGES.

IMPACT STATEMENTS

- * NATURAL FEATURES PRESENT ON THE SITE INCLUDE WOODS, INDIVIDUAL TREES AND WETLANDS AS SHOWN ON THE SITE PLAN. THE MAJORITY OF ALL THESE NATURAL FEATURES ARE BEING MAINTAINED AS SHOWN. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) #2161C00656 THE SITE IS DETERMINED TO BE OUTSIDE OF THE 100 AND 500 YEAR FLOODPLAINS.
- * SOIL TYPES ARE SHOWN ON SHEET 02
- * SCHOOLS - DEXTER COMMUNITY SCHOOLS WAS ACCEPTED AND NOTED THAT THERE IS ADDITIONAL CAPACITY. THE SCHOOLS ALREADY HAVE A LARGE CHOICE OF CHOICE. THEY ACCEPTED CHOICE STUDENTS ONLY IN AREAS WHERE THEY HAVE CAPACITY. THEY CONTINUE TO MONITOR ENROLLMENT AND TAKE NECESSARY STEPS TO ACCOMMODATE PROGRAMMING SPACE FOR THEIR STUDENTS.
- * WATER AND SEWER SERVICES - EACH UNIT WILL BE SERVED BY INDIVIDUAL WELLS AND SEPTIC FIELDS. BASED ON OUR FINDINGS AND ON THE INVESTIGATION OF SITE CONDITIONS THERE IS AN ADEQUATE WATER AQUIFER AND SUFFICIENT SOLS FOR SEPTIC FIELDS TO SUPPORT THE PROPOSED HOMES.
- * SITE ACCESS - DEXTER TOWN HALL AND NORTH TERRITORIAL ROADS AND SUPPORTING INFRASTRUCTURE IS EXPECTED TO MEET ANY ADDITIONAL TRAFFIC GENERATED BY THE DEVELOPMENT. REFER TO THE TRAFFIC STUDY (PREPARED BY) FIVE, AS APPROVED WITH ADDITIONAL DETAILS. INTERIOR ROAD SYSTEMS WILL BE PRIVATE (WITH PUBLIC ACCESS). WORK IN THE NORTH TERRITORIAL RIGHT-OF-WAY AND THE DEXTER TOWN HALL RIGHT-OF-WAY SHALL MEET WASHENAW COUNTY ROAD COMMISSION (WCRC) REQUIREMENTS.
- * LAND USE - THE NEIGHBORING LAND USES ARE GENERALLY EITHER SINGLE FAMILY RURAL RESIDENTIAL LOTS OR AGRICULTURAL LANDS. THE DEVELOPMENT AS PROPOSED, WITH ITS GENEROUS OPEN SPACE AREAS AND PROTECTION OF NATURAL FEATURES AND WETLANDS WILL FIT IN NICELY WITH THE AFOREMENTIONED LAND USES AND MEET THE GOALS OF THE DEXTER TOWNSHIP OPEN SPACE COMMUNITY ORDINANCE.

OPEN SPACE, NATURAL FEATURES AND DENSITY BONUSES

- OPEN SPACE COMMUNITY (OSC) PLANS ARE REQUIRED IN ZONING ORDINANCES ACROSS THE STATE.
 - OSC PLANS PROMOTE PROTECTION OF OPEN AREAS, WETLANDS, TREES, STEEP SLOPES, AND OTHER NATURAL AREAS.
 - OSC PLANS PROMOTE BETTER LAND USE – LESS PAVEMENT, SMALLER YARDS, MINIMIZING FERTILIZERS AND PESTICIDES THAT CAN GET INTO STORMWATER SYSTEMS.
 - OSC PLANS CREATE NEIGHBORHOODS.
 - THIS OSC PLAN INCORPORATES, THE FOLLOWING ITEMS THAT ALLOW FOR DENSITY BONUSES
 - PRESERVATION OF NATURAL AREAS
 - PRESERVES MORE THAN ½ THE SITE
 - PRESERVES THE EXISTING FARM HOUSE
 - RURAL CHARACTER – OPEN SPACE BUFFERS ARE PROVIDED ALONG NORTH TERRITORIAL AND DEXTER TOWNHALL ROADS AND ALONG THE SOUTHWEST SIDE OF THE PARCEL. PROPOSED LANDSCAPE BUFFERING INCORPORATES PRESERVATION OF THE SIGNIFICANT TREES AND ENHANCING THE TREE LINES ALONG THE NORTH TERRITORIAL AND DEXTER TOWNHALL RD WITH ADDITIONAL PLANTINGS
 - AN OPEN SPACE CORRIDOR IS PROVIDED THAT INCORPORATES OPEN SPACE ALONG ALL SIDES OF PROPOSED THE PROJECT
 - PASSIVE RECREATION AREAS FOR VIEW SHEDS, NATURE WALKS, HIKING, BIRD WATCHING
 - AGRICULTURAL CORRIDOR AND FARMING – THE PROJECT PROVIDES AN AGRICULTURAL AREA FOR FARMING LIKE IS CURRENTLY DONE AT THE NEARBY HARTMAN FARMS PROJECT. THIS FARMING ACTIVITY HELPS MAINTAIN THE AGRICULTURAL HISTORY OF THE TOWNSHIP. THE FARMING AREA WILL BE PROJECTED FROM INVASIVE SPECIES AS NOTED IN A RECORDED MASTER DEED.
 - CONSERVATION – PERMANENT PROTECTION OF THE PROPOSED OPEN SPACE AREAS WILL BE ACCOMPLISHED THROUGH A RECORDED DEED.
 - STORMWATER MANAGEMENT – THE STORMWATER MANAGEMENT SYSTEM IS DESIGNED BY INCORPORATING THE FOLLOWING BEST MANAGEMENT PRACTICES:
 - PRESERVE THE NATURAL ENVIRONMENT
 - MINIMIZE DISTURBED AREAS
 - PROTECT WETLAND AREAS
 - PROTECT EXISTING TREES
 - PRESERVE OPEN SPACE
 - MINIMIZE SOIL COMPACTION AND SOIL EROSION, BY MINIMIZING DISTURBED AREA.
 - PROTECTING WETLANDS WITH ADJACENT OPEN SPACE
 - CLUSTER DEVELOPMENT
 - MINIMIZE IMPERVIOUS SURFACES (LESS ROADS SHORTER DRIVEWAYS)
 - PLANTING TREES IN DISTURBED AREAS
- STORMWATER RUNOFF CONTROLS – STRUCTURAL BMPs. THESE PRACTICES MANAGE STORMWATER RUNOFF GENERATED BY IMPERVIOUS SURFACES TO PROTECT WATER QUALITY AND PREVENT FLOODING DOWNSTREAM.
- INFILTRATION OF RUNOFF ON-SITE
 - BIOSWALES
 - VEGETATED FILTER AREAS
 - INFILTRATION BASINS
 - STORMWATER DETENTION AND RETENTION FACILITIES
 - FIRST-FLUSH, BANK-FULL AND 100-YR STORM WATER EVENT PROTECTION
 - PLANT SELECTION – INCLUDING NATIVE VEGETATION FOR STORMWATER MANAGEMENT

COMPLETION SCHEDULE - CONSTRUCTION IS ANTICIPATED TO BEGIN IN THE SPRING/SUMMER 2021 WITH ROAD CONSTRUCTION AND SEEDING OF DISTURBED AREAS COMPLETED IN THE FALL 2021

PERMITS/APPROVALS REQUIRED

- DEXTER TOWNSHIP
- WCRC – RIGHT-OF-WAY WORK PERMIT
- WC HEALTH DEPT WELL APPROVALS
- CACA SESC

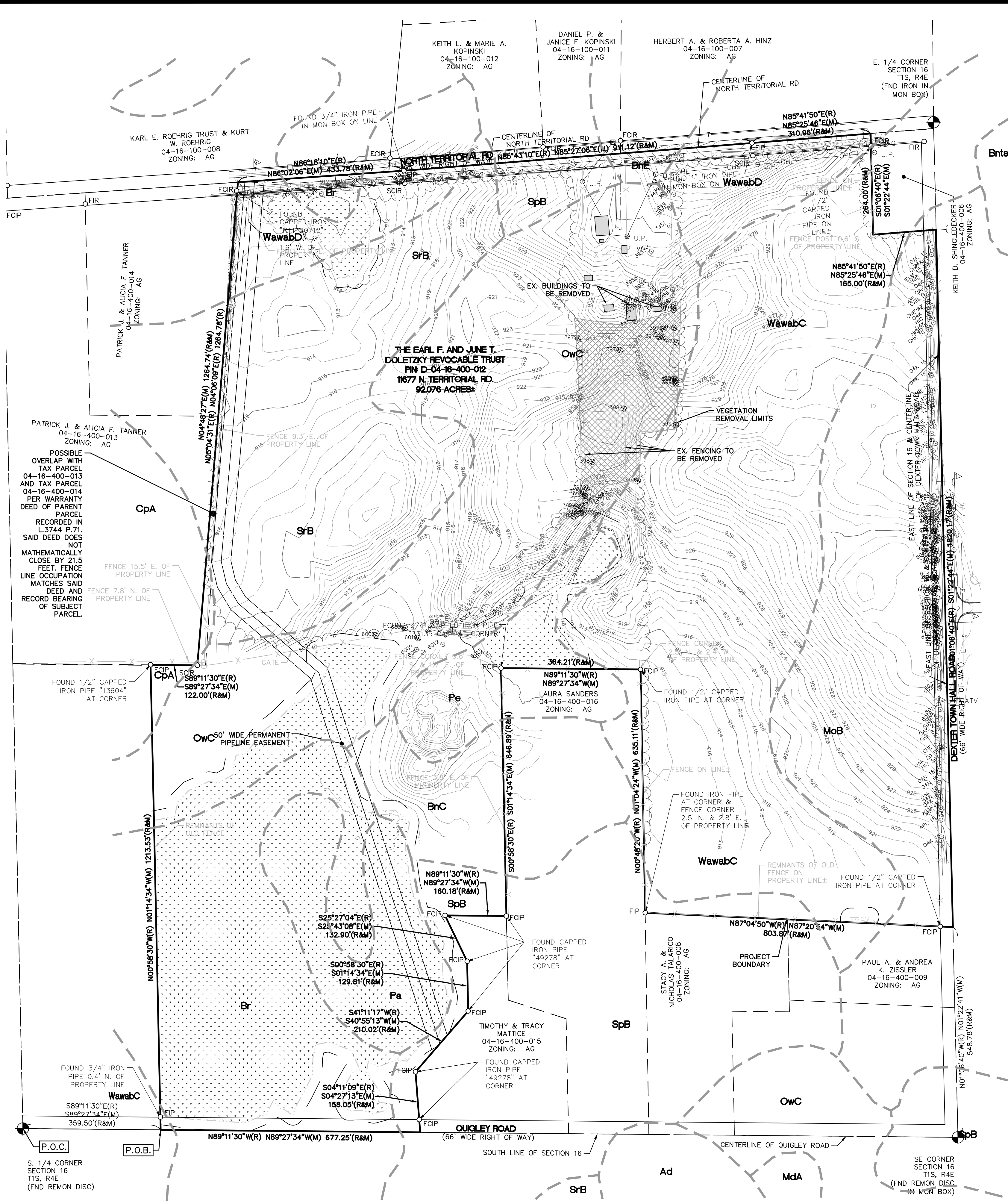
OPEN SPACE MANAGEMENT PLAN

- A. THE OPEN SPACE SHALL BE DEDICATED THROUGH AN IRREVOCABLE PERMANENT CONSERVATION EASEMENT RECORDED IN THE CONDOMINIUM DOCUMENTS TO BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
- B. THE OPEN SPACE SHALL BE RESTRICTED TO USE BY THE CONDOMINIUM LOT OWNERS ONLY.
- C. THE PERMITTED USES OF THE OPEN SPACE SHALL BE WALKING, HIKING, AND NATURE OBSERVATION, ALONG WITH MAINTENANCE OF MOWED TRAILS (AS MAY BE CREATED BY THE RESIDENTS) AND REMOVAL OF HAZARDOUS CONDITIONS OR INVASIVE SPECIES.
- D. NO BUILDINGS ARE PERMITTED IN THE CONSERVATION EASEMENT OPEN SPACE, NO STORING OR DUMPING OF REFUSE, OR HAZARDOUS MATERIALS SHALL BE PERMITTED.
- E. THE USE OF PESTICIDES, HERBICIDES AND FERTILIZERS IS PROHIBITED IN DEDICATED OPEN SPACE AREAS.
- F. THE OPEN SPACE AREAS WILL BE SHOWN IN THE RECORDED CONDOMINIUM DOCUMENTS. THE CONDOMINIUM HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE TO MAINTAIN THE OPEN SPACE AREAS IN ACCORDANCE WITH THE MASTER DEED.

OVERALL DEVELOPMENT MAP

SCALE: 1" = 200 FEET

K:\00002020 - 086 DOLETZKY GUARANTY PLAN SET PLAN\00002020SP-02-EX.DWG 10/19/2021 10:38 AM CHRIS BISHARA



SITE BENCHMARKS:

- BM #1: SET BENCH TIE IN SOUTH FACE OF TWIN 16" OAK TREE
ELEVATION: 911.93 (NAVD88)
- BM #2: SET MAG NAIL IN SOUTH FACE OF UTILITY POLE
ELEVATION: 937.24 (NAVD88)
- BM #3: SET BENCH TIE IN NORTH FACE OF 14" RED OAK TREE
ELEVATION: 935.20 (NAVD88)
- BM #4: SET BENCH TIE IN NORTH FACE OF 14" TWIN RED OAK TREE
ELEVATION: 938.73 (NAVD88)

SCHEDULE C PROPERTY DESCRIPTION PER COMMITMENT FOR TITLE INSURANCE ISSUED FOR STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER: 109692, EFFECTIVE DATE: JULY 25, 2016:

LAND IN THE TOWNSHIP OF DEXTER, COUNTY OF WASHTENAW, MICHIGAN, DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF QUIGLEY ROAD SOUTH 89°11'30" EAST 359.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°58'30" WEST 1,213.53 FEET; THENCE SOUTH 89°11'30" EAST 122.00 FEET; THENCE NORTH 05°04'31" EAST 1,264.74 FEET (RECORDED AS NORTH 04°06'09" EAST 1,264.78 FEET) TO THE CENTERLINE OF NORTH TERRITORIAL ROAD; THENCE ALONG SAID CENTERLINE IN THE FOLLOWING THREE (3) COURSES: NORTH 86°18'10" EAST 433.78 FEET, NORTH 85°43'10" EAST 911.12 FEET AND NORTH 85°41'50" EAST 310.96 FEET; THENCE SOUTH 01°06'40" EAST 264.00 FEET; THENCE NORTH 85°41'50" EAST 165.00 FEET TO THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF DEXTER TOWN HALL ROAD; THENCE ALONG SAID EAST LINE AND SAID CENTERLINE SOUTH 01°06'40" EAST 1,820.17 FEET TO A POINT BEARING NORTH 01°06'40" WEST 548.78 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 87°04'50" WEST 803.87 FEET; THENCE NORTH 00°48'20" WEST 635.11 FEET; THENCE NORTH 89°11'30" WEST 364.21 FEET; THENCE SOUTH 00°58'30" EAST 646.89 FEET; THENCE NORTH 89°11'30" WEST 160.18 FEET; THENCE SOUTH 25°27'04" EAST 132.90 FEET; THENCE SOUTH 00°58'30" EAST 129.81 FEET; THENCE SOUTH 41°11'17" WEST 210.02 FEET; THENCE SOUTH 04°11'09" EAST 158.05 FEET TO THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF QUIGLEY ROAD; THENCE ALONG SAID SOUTH LINE OF SAID CENTERLINE NORTH 89°11'30" WEST 677.25 FEET TO THE POINT OF BEGINNING

SCHEDULE B - SECTION II EXCEPTIONS PER COMMITMENT FOR TITLE INSURANCE ISSUED FOR STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER: 109692, EFFECTIVE DATE: JULY 25, 2016:

10. OIL AND GAS LEASE IN FAVOR OF SUN OIL COMPANY, GIVEN BY EARL F. DOLETZKY AND JUNE T. DOLETZKY, HUSBAND AND WIFE, AS RECORDED IN LIBER 652, PAGE 275, WASHTENAW COUNTY RECORDS.
RESPONSE: COVERS SUBJECT PROPERTY.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL DEMOLISH OR RELOCATE ANY SITE FEATURES AS APPROPRIATE TO FACILITATE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
2. ALL DEMOLITION MATERIALS SHALL BE PROPERLY REMOVED FROM THE SITE AND DISPOSED OF IN A LEGALLY DESIGNATED DISPOSAL AREA.
3. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND NOTIFY ALL AFFECTED UTILITY COMPANIES PRIOR TO THE DEMOLITION OF ANY EXISTING STRUCTURES. ALL EXISTING UTILITIES SHALL BE CAPPED OFF OR REMOVED SO AS NOT TO INTERFERE WITH THE CONSTRUCTION PROJECT. ALL DEBRIS SHALL BE HAULED AWAY FROM THE SITE AND DISPOSED OF AT AN APPROVED LOCATION.
4. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND FIELD LOCATE EXISTING UTILITIES.
5. ANY REMOVAL/ABANDONMENT OF EXISTING UTILITY LEADS, WELLS OR SEPTIC FIELDS, SHALL BE IN ACCORDANCE WITH REGULATORY STANDARDS.

NOTES

1. BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS. VERTICAL DATUM IS BASED ON NAVD88.
2. THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO MAP NUMBER 26161C0065E OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE APRIL 3, 2012.
3. WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS-BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANIES, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY.
NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.
NOTE TO THE CLIENT - SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAN OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
4. WETLANDS WERE DELINEATED BY ATWELL ON 07/30/2020.

SOIL TYPE

| Map Unit Type | Map Unit Name | Hydrological Soil Group |
|---------------|---|-------------------------|
| Ad | Adrian Muck | A/D |
| BnC | Boywer Loamy Sand, 6 to 12 percent slopes | A |
| BnE | Boywer Loamy Sand, 18 to 25 percent slopes | A |
| BntaaB | Blount Loam, 2 to 6 percent slopes | D |
| Br | Brookston Loam | B/D |
| CpA | Conover-Brookston Loams, 0 to 2 percent slopes | C/D |
| MdA | Matherton Sandy Loam, 0 to 4 percent slopes | B/D |
| MoB | Glynwood Loam, 2 to 6 percent slopes | D |
| OwC | Owosso-Miami Complex, 6 to 12 percent slopes | C |
| Pa | Palms Muck | B/D |
| Pe | Pewamo Clay Loam, 0 to 2 percent slopes | C/D |
| SpB | Spinks Loamy Sand, 0 to 6 percent slopes | A |
| SrB | Spinks-Oshetmo Loamy Sands, 0 to 6 percent slopes | A |
| ThA | Thetford Loamy Sand, 0 to 4 percent slopes | A/D |
| WawabC | Wawasee Loam, 6 to 12 percent slopes | B |
| WawabD | Wawasee Loam, 12 to 18 percent slopes | B |

SOIL NOTES

1. SOILS INFORMATION REFERENCED FROM USDA NRCS WEB
SOILS SURVEY, ACCESSED OCTOBER 1, 2019.

FLOODPLAIN NOTE

ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26161C0065E, DATED APRIL 3, 2012; THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD.

TEST PIT SUMMARY

| Test pit | Sand Formation | |
|----------|------------------|-------------------|
| | Top of sand (ft) | End of excavation |
| 100 | 3.5 | 8.5 |
| 101 | 4 | 7 |
| 102 | 2.5 | 5+ |
| 103 | 4 | 8.5 |
| 104 | NG | |
| 105 | 5 | 7.5 |
| 106 | 1.5 | 5.5+ |
| 107 | 15 | |
| 108 | 8 | 11+ |
| 109 | NG | |
| 110 | 11 | 15.5 |
| 111 | 8.5 | 12.5 |
| 112 | 5 | 10 |
| 113 | 8 | 10+ |
| 114 | 6.5 | 9+ |
| 115 | 4 | 11 |
| 116 | NG | |
| 117 | NG | |
| 118 | 14 | 14+ |
| 119 | NG | |
| 120 | 7 | 9+ |
| 121 | 14 | 19 |
| 122 | 15 | 20 |
| 123 | 9 | 13 |
| 124 | 10 | 13 |

NG is not good for on site septic

LEGEND

| | | |
|-----------------------------|-----|-------------------------------|
| BOUNDARY LINE | W | EXIST. WATER MAIN |
| EXIST. EASEMENT | W | EXIST. SANITARY |
| SECTION LINE | G | EXIST. GAS |
| BOUNDARY/PROPERTY LINE | C | EXIST. STORM |
| SECTION CORNER | OHE | EXIST. OVERHEAD ELEC. LINE |
| EXIST. TREE LINE | OHT | EXIST. OVERHEAD TELE. LINE |
| EXIST. FENCE | TV | EXIST. CABLE LINE |
| EXIST. 1' CONTOUR | T | EXIST. UNDERGROUND TELE. LINE |
| EXIST. 5' CONTOUR | | EXIST. CULVERT |
| EXIST. ASPHALT | | EXIST. CATCH BASIN/INLET |
| EXIST. GRAVEL | | EXIST. HYDRANT |
| EXIST. WATERS EDGE | | EXIST. VALVE |
| EXIST. SOILS | | EXIST. SANITARY SEWER |
| EXIST. SOILS TYPE | | EXIST. UNSPECIFIED UTILITY |
| EXIST. BUILDING | | EXIST. SIGN |
| EXIST. WETLAND | | EXIST. LIGHT POLE |
| EXIST. WETLAND BUFFER | | EXIST. UTILITY POLE |
| EXIST. TREE | | EXISTING TELEPHONE RISER |
| EXIST. TREE (TO BE REMOVED) | | EXISTING MAILBOX |
| | | EXISTING WELL |
| | | VEGETATION REMOVAL AREA |

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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734.994.4000

SECTION 16

TOWN 01 SOUTH, RANGE 04 EAST

DEXTER TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT

GUENTHER HOMES

11677 N. TERRITORIAL ROAD

DEXTER MI, 48130

FINAL SITE PLAN - DOLETZKY

OVERALL EXISTING CONDITIONS

DATE

JUNE 11, 2021

08/13/2021 PER TWP.

10/13/2021 PER TWP.

REVISIONS

SCALE 0 75 150

1" = 150 FEET

DR. SK CH. CR

P.M. TP

BOOK --

JOB 16001209

SHEET NO.

02

CAD FILE: 1600209SP-02-EX.DWG



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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PERSONS

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SECTION 16

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EXTER TOWNSHIP

WASHTENAW COUNTY MICHIGAN

AGENT

11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN – DOLETZKY
EXISTING CONDITIONS
– AREA 3

DATE

E
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

| REVISIONS | | |
|-----------|---|----|
| SCALE | 0 | 25 |

| | | | |
|-----|----|-----|---|
| DR. | SK | CH. | C |
|-----|----|-----|---|

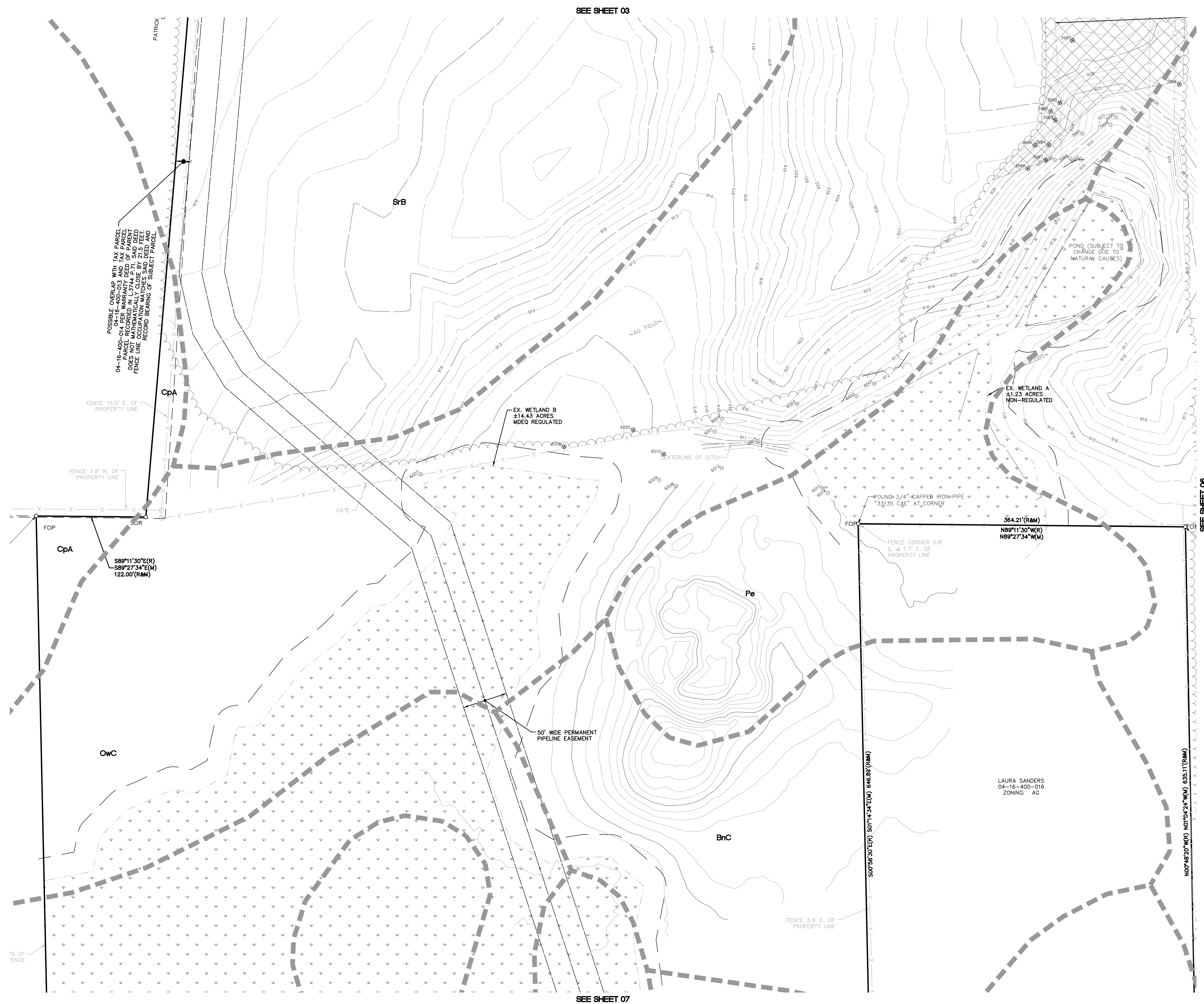
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| BOOK | -- |
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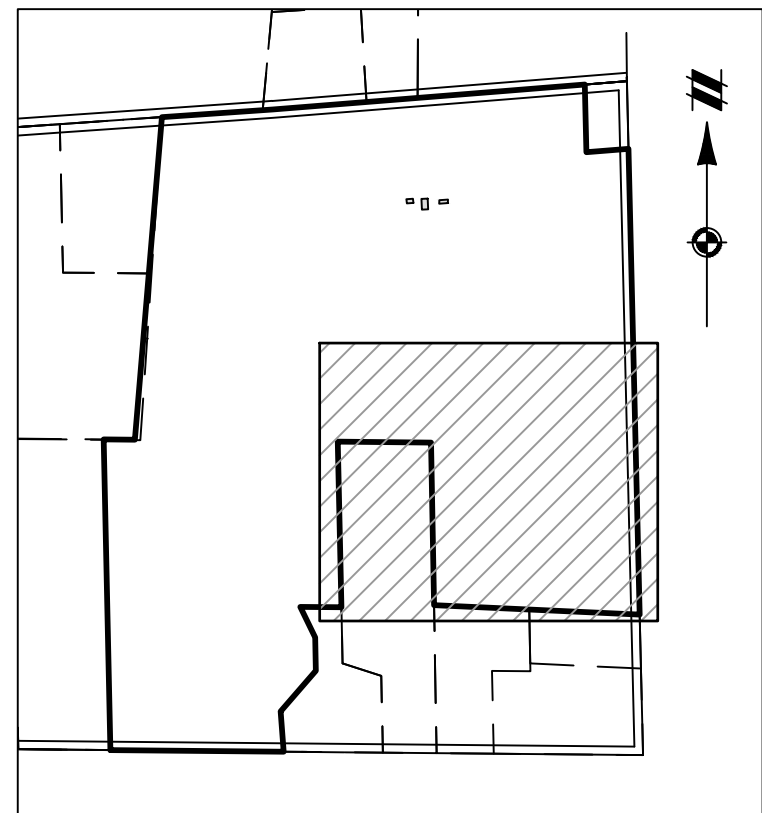
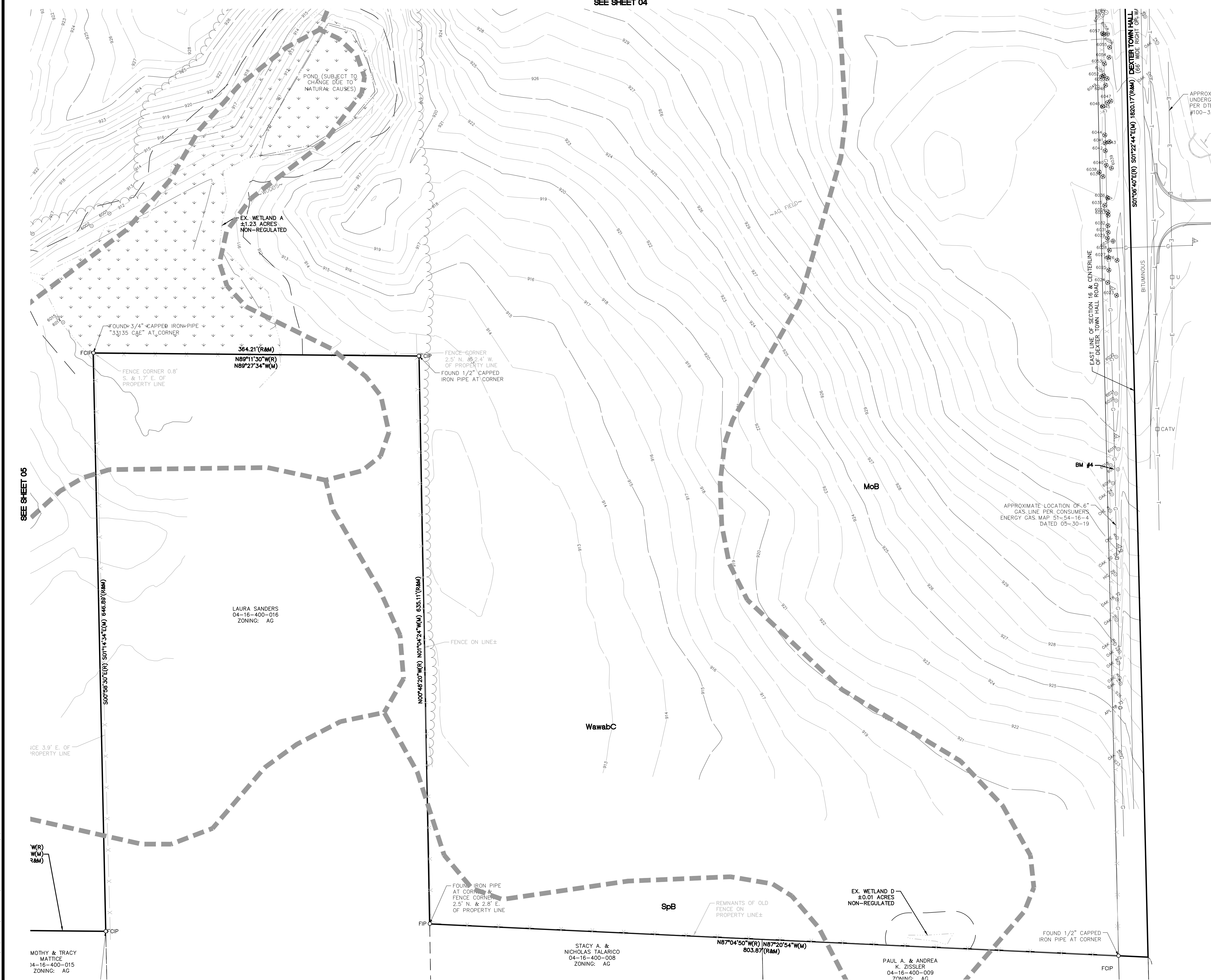
SHEET NO.


05

CAD FILE: 16001209FSP-02-EX.DWG



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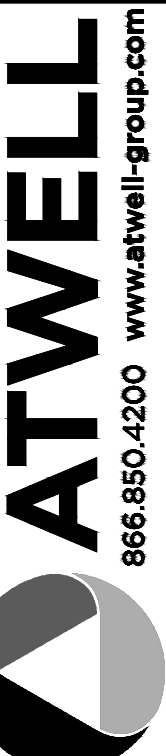


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|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT

GUENTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
EXISTING CONDITIONS
- AREA 4

DATE

JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

| | | | |
|-----------|----------|-----|----|
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | | | |
| JOB | 16001209 | | |
| SHEET NO. | 06 | | |

REVISIONS

| | | | |
|-------|----|------|----|
| SCALE | 0 | 25 | 50 |
| 1" = | 50 | FEET | |

CAD FILE: 16001209SP-02-EX.DWG

K:\V0001209 - 080 DOLETZKY\DWG\PLAN SET\FINAL SITE PLAN\16001209SP-02-EX.DWG 10/19/2021 10:34 AM GHBS:BDHAMAR

| 16001209 Doletzky Parcel Tree List | | | | | | | |
|------------------------------------|-----------|-------------------------------|-------------------|--------------|-----------|---|---------------|
| Tree Tag # | Data Code | Scientific Name | Common Name | DBH (inches) | Condition | Comments | To Be Removed |
| 3928 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 9.5 | Poor | Vines; almost dead | |
| 3929 | ULAM | <i>Ulmus americana</i> | American Elm | 8 | Good | Vines | |
| 3930 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 9.5 | Good | Vines | |
| 3931 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 11.5 | Good | Vines | |
| 3932 | TIAM | <i>Tilia americana</i> | American Basswood | 18.5 | Good | Multiple trunks (MT): 18.5 and 24 inches; vines | |
| 3933 | QUAL | <i>Quercus alba</i> | White Oak | 48 | Good | Vines | |
| 3934 | PRSE | <i>Prunus serotina</i> | Black Cherry | 14 | Good | MT: 14 | |
| 3935 | QUVE | <i>Quercus velutina</i> | Black Oak | 10 | Good | | |
| 3936 | PRSE | <i>Prunus serotina</i> | Black Cherry | 14.5 | Poor | Base is almost dead | |
| 3937 | ULAM | <i>Ulmus americana</i> | American Elm | 6 | Poor | Vines | |
| 3938 | ULAM | <i>Ulmus americana</i> | American Elm | 43 | Poor | Vines; almost dead | |
| 3939 | QURU | <i>Quercus rubra</i> | Red Oak | 29 | Fair | Vines | |
| 3940 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 36 | Fair | Vines | |
| 3941 | QUVE | <i>Quercus velutina</i> | Black Oak | 12 | Good | Vines | |
| 3942 | ROPS | <i>Robinia pseudoacacia</i> | Black Locust | 17 | Fair | MT: 11, 20; vines | |
| 3943 | MASP | <i>Malus spp.</i> | Apple | 16 | Fair | MT: 11.5 | |
| 3944 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 12 | Good | | |
| 3945 | CAGL | <i>Carya glabra</i> | Pignut Hickory | 33 | Poor | Missing limb; vines | |
| 3946 | QURU | <i>Quercus rubra</i> | Red Oak | 33 | Good | | |
| 3947 | MASP | <i>Malus spp.</i> | Apple | 14 | Poor | MT: 20; almost dead | |
| 3948 | ACSAN | <i>Acer saccharinum</i> | Silver Maple | 15.5 | Poor | MT: 13; disease | |
| 3949 | MOAL | <i>Morus alba</i> | White Mulberry | 12 | Fair | Vines | |
| 3950 | ACSAN | <i>Acer saccharinum</i> | Silver Maple | 6 | Fair | MT: 4.5; disease vines | |
| 3951 | MOAL | <i>Morus alba</i> | White Mulberry | 10 | Fair | MT: vines | |
| 3952 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 12.5 | Good | MT: 10.5 | |
| 3953 | MOAL | <i>Morus alba</i> | White Mulberry | 12 | Good | MT: 5; fence through tree | |
| 3954 | MOAL | <i>Morus alba</i> | White Mulberry | 10 | Fair | | |
| 3955 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 9 | Fair | Vines; debris | |
| 3956 | MOAL | <i>Morus alba</i> | White Mulberry | 6.5 | Poor | MT: almost dead; vines | |
| 3957 | MOAL | <i>Morus alba</i> | White Mulberry | 8 | Fair | MT: 7; on edge of old building | |
| 3958 | FRAM | <i>Fraxinus americana</i> | White Ash | 6 | Poor | Almost dead | |
| 3959 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7 | Fair | Edge of old building | |
| 3960 | MOAL | <i>Morus alba</i> | White Mulberry | 7.5 | Fair | MT: 8, 4; edge of remanent building | |
| 3961 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 10.5 | Fair | Edge of old building | |
| 3962 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Fair | MT: 3, 2.5 | |
| 3963 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 9 | Fair | Vines; edge of old building | |
| 3964 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 8 | Fair | Vines; edge of remanent building | |
| 3965 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6 | Good | MT: 7, 6.5, 6 | |
| 3966 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6 | Fair | MT: 4, 3 | |
| 3967 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 13.5 | Fair | | |
| 3968 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7.5 | Fair | MT: 4 | |
| 3969 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6.5 | Fair | | |
| 3970 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6 | Good | | |
| 3971 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6 | Good | MT: 4.5, 5, 5 | |
| 3972 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7 | Good | MT: 5 | |
| 3973 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 9 | Good | MT: 8.5, 6 | |
| 3974 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7.5 | Good | | |
| 3975 | | | | | TAG LOST | | |
| 3976 | ULAM | <i>Ulmus americana</i> | American Elm | 6 | Fair | | |
| 3977 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 10 | Fair | MT: 7; edge of old building | |
| 3978 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | MT: 5.5 | |
| 3979 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | MT: 4 | |
| 3980 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | | X |
| 3981 | MOAL | <i>Morus alba</i> | White Mulberry | 6.5 | Fair | Vines | X |
| 3982 | MOAL | <i>Morus alba</i> | White Mulberry | 8.5 | Good | | |
| 3983 | MOAL | <i>Morus alba</i> | White Mulberry | 8 | Good | MT: 7, 6.5, 6.5, 4, 2.5 | |
| 3984 | ULAM | <i>Ulmus americana</i> | American Elm | 6.5 | Good | | |
| 3985 | ULAM | <i>Ulmus americana</i> | American Elm | 8 | Good | Vines | X |
| 3986 | ULAM | <i>Ulmus americana</i> | American Elm | 7.5 | Good | | X |
| 3987 | ULAM | <i>Ulmus americana</i> | American Elm | 6 | Good | | |
| 3988 | RHCA | <i>Rhamnus cathartica</i> | Common Buckthorn | 6.5 | Good | | X |
| 3989 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | | |
| 3990 | QUVE | <i>Quercus velutina</i> | Black Oak | 10.5 | Good | | |
| 3991 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | MT: 5.5 | |
| 3992 | MOAL | <i>Morus alba</i> | White Mulberry | 9.5 | Good | | |
| 3993 | MOAL | <i>Morus alba</i> | White Mulberry | 6 | Good | MT: 5, 3.5, 7 | |
| 3994 | ULAM | <i>Ulmus americana</i> | American Elm | 8.5 | Good | | |
| 3995 | ULAM | <i>Ulmus americana</i> | American Elm | 7 | Good | | |
| 3996 | PRSE | <i>Prunus serotina</i> | Black Cherry | 16 | Good | MT: 7, 26.5 | X |
| 3997 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 15.5 | Good | MT: 9.5 | X |
| 3998 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7.5 | Good | | |

| 16001209 Doletzky Parcel Tree List | | | | | | | |
|------------------------------------|-----------|-------------------------------|-------------------|--------------|-----------|---------------------------|---------------|
| Tree Tag # | Data Code | Scientific Name | Common Name | DBH (inches) | Condition | Comments | To Be Removed |
| 3999 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 9.5 | Good | | |
| 4000 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 6.5 | Good | MT: 4.5 | |
| 6001 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 8.5 | Good | | |
| 6002 | ACNE | <i>Acer negundo</i> | Box Elder Maple | 7 | Good | | |
| 6003 | MOAL | <i>Morus alba</i> | White Mulberry | 7.5 | Good | | |
| 6004 | CAGL | <i>Carya glabra</i> | Pignut Hickory | 12.5 | Good | | |
| 6005 | PRSE | <i>Prunus serotina</i> | Black Cherry | 33 | Fair | Missing limb vines | X |
| 6006 | MOAL | <i>Morus alba</i> | White Mulberry | 6.5 | Good | MT: 7, 5.5 | X |
| 6007 | PRAV | <i>Prunus avium</i> | Sweet Cherry | 10 | Good | Vines | |
| 6008 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 6 | Good | | |
| 6009 | MASP | <i>Malus spp.</i> | Apple | 8 | Good | MT: 5.5, 5 | |
| 6010 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 6 | Good | | X |
| 6011 | RHCA | <i>Rhamnus cathartica</i> | Common Buckthorn | 10 | Good | | |
| 6012 | MOAL | <i>Morus alba</i> | White Mulberry | 8 | Good | | |
| 6013 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 6.5 | Good | | |
| 6014 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 7.5 | Good | | |
| 6015 | FRPE | <i>Fraxinus pennsylvanica</i> | Green Ash | 6.5 | Good | | |
| 6016 | PRSE | <i>Prunus serotina</i> | Black Cherry | 16.5 | Good | | |
| 6017 | QURU | <i>Quercus rubra</i> | Red Oak | 15.5 | Good | MT: 16 | |
| 6018 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 15 | Good | | |
| 6019 | QURU | <i>Quercus rubra</i> | Red Oak | 11 | Good | MT: 13 | |
| 6020 | QUAL | <i>Quercus alba</i> | White Oak | 20 | Good | MT: 20 | |
| 6021 | QURU | <i>Quercus rubra</i> | Red Oak | 24 | Good | | |
| 6022 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6 | Good | | |
| 6023 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 29 | Good | | |
| 6024 | CRSP | <i>Crataegus spp.</i> | Hawthorn | 7.5 | Good | MT: 9 | |
| 6025 | QUAL | <i>Quercus alba</i> | White Oak | 26 | Good | | |
| 6026 | QUAL | <i>Quercus alba</i> | White Oak | 11 | Good | | |
| 6027 | PRSE | <i>Prunus serotina</i> | Black Cherry | 21 | Good | | |
| 6028 | QUAL | <i>Quercus alba</i> | White Oak | 15.5 | Good | | |
| 6029 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 12.5 | Good | | |
| 6030 | QUAL | <i>Quercus alba</i> | White Oak | 19 | Good | | |
| 6031 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 10 | Good | | |
| 6032 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 11.5 | Good | | X |
| 6033 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 11 | Good | | X |
| 6034 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 13 | Good | | X |
| 6035 | QUAL | <i>Quercus alba</i> | White Oak | 14 | Good | | X |
| 6036 | TIAM | <i>Tilia americana</i> | American Basswood | 11 | Good | MT: 19, 9, 12, 8, 19.5 | X |
| 6037 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 8.5 | Good | | |
| 6038 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 8 | Good | | |
| 6039 | TIAM | <i>Tilia americana</i> | American Basswood | 9 | Good | MT: 9, 10, 4, 12, 10, 4.5 | |
| 6040 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 14.5 | Good | | |
| 6041 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6.5 | Good | | |
| 6042 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 8 | Good | | |
| 6043 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 8 | Good | | |
| 6044 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6 | Good | | |
| 6045 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 10.5 | Good | MT: 9.5 | |
| 6046 | JUVI | <i>Juniperus virginiana</i> | Red Cedar | 8 | Good | MT: 3 | |
| 6047 | QUAL | <i>Quercus alba</i> | White Oak | 7 | Good | MT: 3 | |
| 6048 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 19 | Good | | |
| 6049 | QUAL | <i>Quercus alba</i> | White Oak | 14 | Good | MT: 16 | |
| 6050 | ULAM | <i>Ulmus americana</i> | American Elm | 9.5 | Good | MT: 16 | |
| 6051 | RHCA | <i>Rhamnus cathartica</i> | Common Buckthorn | 7.5 | Good | MT: 8, 6.5 | |
| 6052 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 8.5 | Good | | |
| 6053 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6 | Good | | |
| 6054 | ULAM | <i>Ulmus americana</i> | American Elm | 6.5 | Good | | |
| 6055 | JUVI | <i>Juniperus virginiana</i> | Red Cedar | 11 | Good | | |
| 6056 | CRSP | <i>Crataegus spp.</i> | Hawthorn | 7 | Good | MT: 7.5 | |
| 6057 | RHCA | <i>Rhamnus cathartica</i> | Common Buckthorn | 9 | Good | | |
| 6058 | ULAM | <i>Ulmus americana</i> | American Elm | 10 | Good | | |
| 6059 | QUAL | <i>Quercus alba</i> | White Oak | 10 | Good | | |
| 6060 | QURU | <i>Quercus rubra</i> | Red Oak | 8.5 | Good | | |
| 6061 | ULAM | <i>Ulmus americana</i> | American Elm | 7.5 | Good | Vines | |
| 6062 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 22 | Good | | |
| 6063 | ULAM | <i>Ulmus americana</i> | American Elm | 10 | Good | | |
| 6064 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6.5 | Good | | |
| 6065 | QUAL | <i>Quercus alba</i> | White Oak | 8 | Good | | |
| 6066 | CAOV | <i>Carya ovata</i> | Shagbark Hickory | 6 | Good | Vines | |
| 6067 | PRSE | <i>Prunus serotina</i> | Black Cherry | 8 | Good | | |
| 6068 | PRSE | <i>Prunus serotina</i> | Black Cherry | 14 | Good | | |
| 6069 | QURU | <i>Quercus rubra</i> | Red Oak | 12 | Good | | |



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SECTION 16
TOWN 01 SOUTH, RANGE 04 EAST
DEXTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
TREE LIST

DATE
JUNE 11, 2021

08/13/2021 PER TWP.

10/13/2021 PER TWP.

REVISIONS

SCALE 0 75 150

1" = 150 FEET

DR. SK CH. CR

P.M. TP

BOOK --

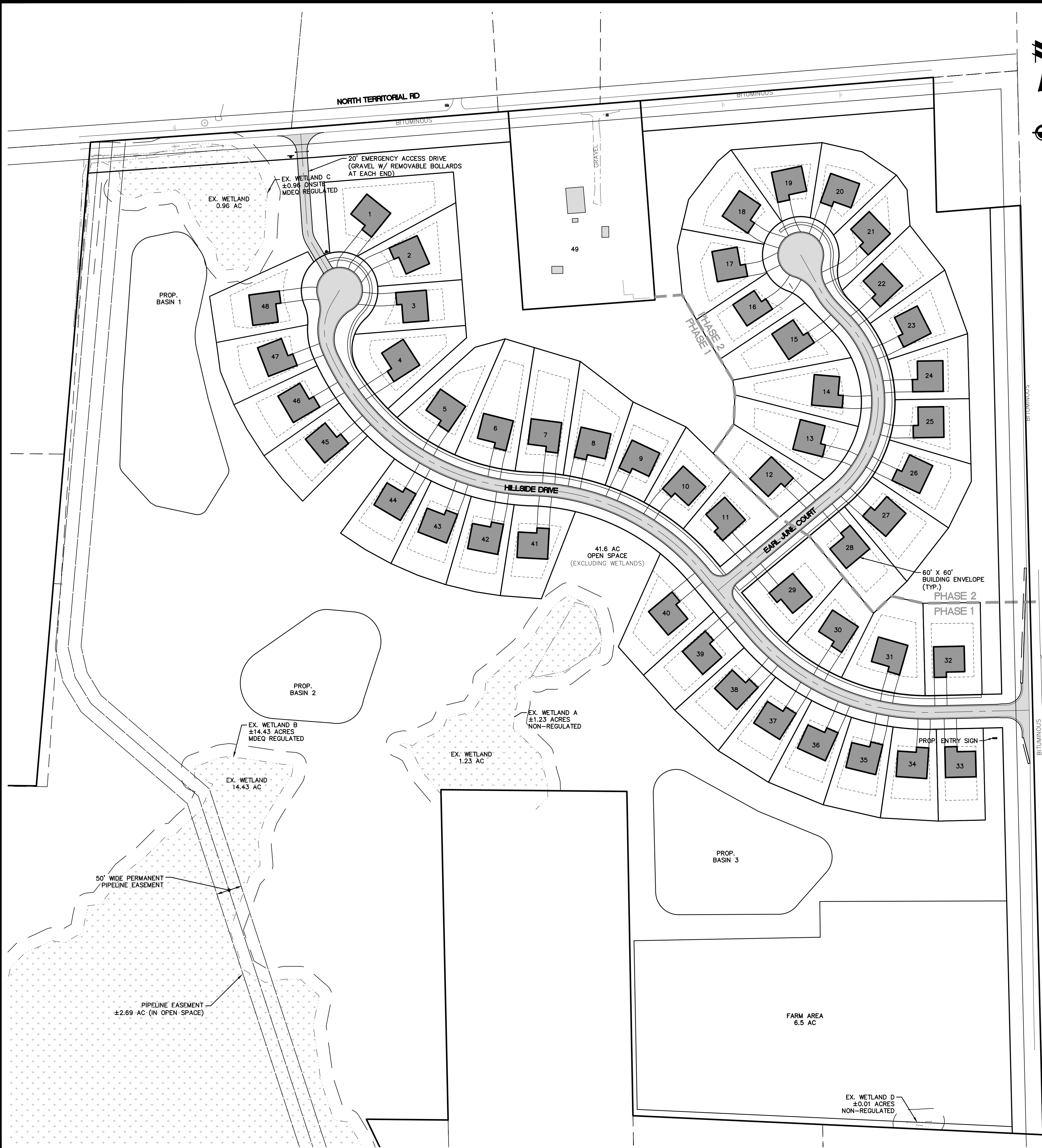
JOB 16001209

SHEET NO.

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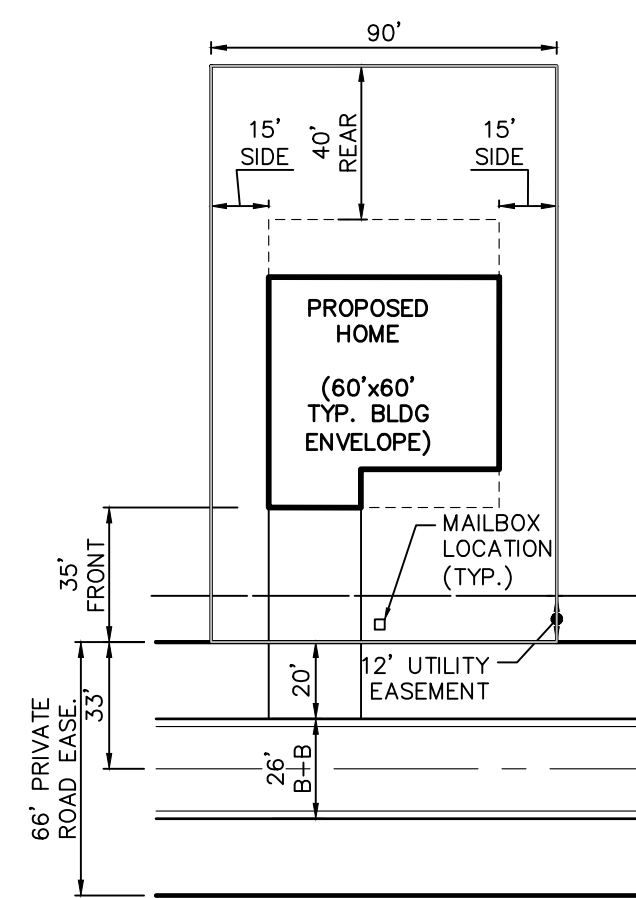
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K:\16001209\16001209.dwg 10/19/2021 10:34 AM GIBBS & BOWMAN

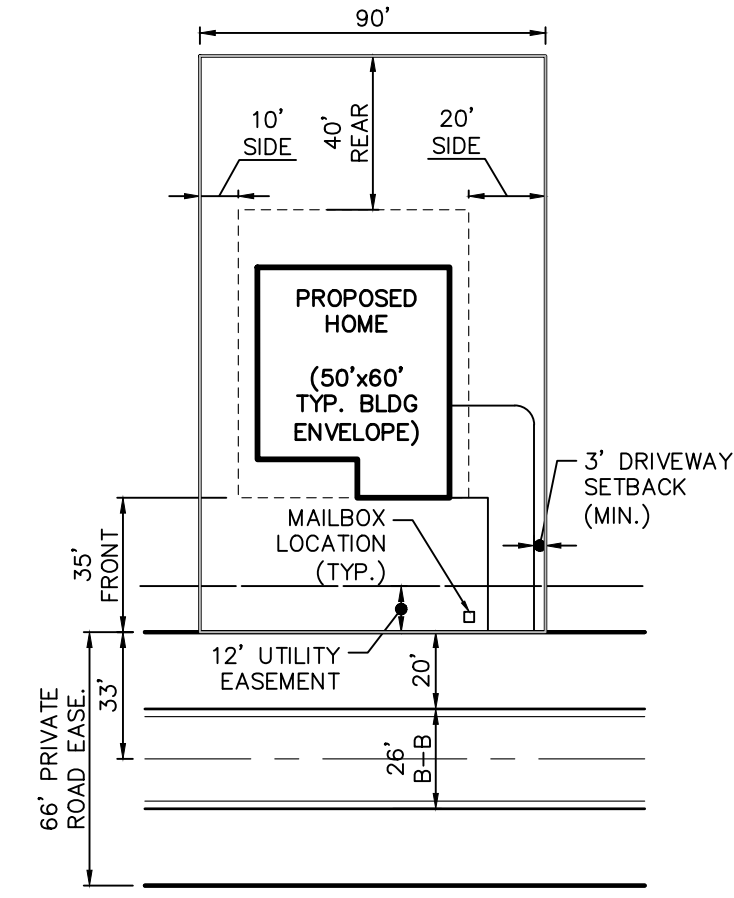


DESCRIPTION OF A 66 FOOT WIDE PRIVATE ROAD IN SECTION 16 OF T1S, R4E, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N07°22'44"W (RECORDED AS N01°06'40"W) 548.78 FEET ALONG THE EAST LINE OF SAID SECTION 16, LYING IN DEXTER TOWN HALL ROAD (66 FEET WIDE); THENCE N87°20'54"W (RECORDED AS N87°04'50"W) 60.08 FEET; THENCE N01°22'44"W 794.51 FEET ALONG THE PROPOSED WEST 60 FOOT RIGHT-OF-WAY LINE OF SAID DEXTER TOWN HALL ROAD FOR A PLACE OF BEGINNING; THENCE S88°40'41"W 136.03 FEET; THENCE 433.83 FEET ALONG THE ARC OF A 483.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING N65°35'25"W 419.39 FEET; THENCE N39°51'32"W 149.10 FEET; THENCE 352.43 FEET ALONG THE ARC OF A 417.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N64°04'16"W 342.04 FEET; THENCE 548.91 FEET ALONG THE ARC OF A 483.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING N55°43'35"W 519.84 FEET; THENCE 63.59 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING N09°28'21"W 62.98 FEET; THENCE 38.56 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N09°35'09"W 38.19 FEET; THENCE 328.81 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S77°47'52"E 121.97 FEET; THENCE 110.51 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S08°13'42"W 101.93 FEET; THENCE 414.41 FEET ALONG THE ARC OF A 417.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S59°48'48"E 397.56 FEET; THENCE 408.21 FEET ALONG THE ARC OF A 483.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S64°04'16"E 396.17 FEET; THENCE S39°51'32"E 15.23 FEET; THENCE N50°08'28"E 268.18 FEET; THENCE 324.75 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N02°54'59"E 289.20 FEET; THENCE N44°19'30"W 83.83 FEET; THENCE 35.87 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING N57°09'08"W 35.57 FEET; THENCE 342.76 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING N60°55'38"E 113.34 FEET; THENCE 78.41 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S16°13'44"E 75.31 FEET; THENCE S44°18'30"E 22.28 FEET; THENCE 433.54 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING S02°54'53"W 386.10 FEET; THENCE S50°08'28"W 268.18 FEET; THENCE S39°51'32"E 67.87 FEET; THENCE 374.55 FEET ALONG THE ARC OF A 417.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING S65°35'25"E 362.09 FEET; THENCE N88°40'41"E 135.97 FEET; THENCE S01°22'44"E 66.00 FEET TO THE PLACE OF BEGINNING.



STANDARD 90' LOT DETAIL
SCALE: 1" = 50 FEET



STANDARD 90' LOT DETAIL (SIDE-ENTRY)
SCALE: 1" = 50 FEET

| LOT TABLE | | |
|-----------|-------------|------------|
| LOT # | AREA (S.F.) | WIDTH (FT) |
| 1 | 25209.07 | 131.47 |
| 2 | 31387.01 | 92.95 |
| 3 | 20415.08 | 90.06 |
| 4 | 17423.76 | 129.92 |
| 5 | 17748.90 | 113.42 |
| 6 | 18164.65 | 115.17 |
| 7 | 16810.26 | 91.32 |
| 8 | 178160.81 | 90.67 |
| 9 | 16699.89 | 90.94 |
| 10 | 16726.28 | 99.44 |
| 11 | 17143.21 | 110.00 |
| 12 | 17559.43 | 106.01 |
| 13 | 19722.31 | 110.95 |
| 14 | 19796.86 | 117.74 |
| 15 | 18859.88 | 127.03 |
| 16 | 16648.03 | 83.79 |
| 17 | 20418.21 | 83.31 |
| 18 | 20508.03 | 83.67 |
| 19 | 17875.56 | 83.17 |
| 20 | 19347.87 | 83.52 |
| 21 | 16854.86 | 105.01 |
| 22 | 15479.14 | 91.98 |
| 23 | 15717.41 | 90.79 |

| LOT TABLE | | |
|-----------|-------------|------------|
| LOT # | AREA (S.F.) | WIDTH (FT) |
| 24 | 14675.51 | 92.01 |
| 25 | 16557.08 | 90.02 |
| 26 | 19308.45 | 90.18 |
| 27 | 19324.45 | 90.45 |
| 28 | 18872.32 | 91.63 |
| 29 | 20345.61 | 126.15 |
| 30 | 16951.3 | 118.1 |
| 31 | 14657.77 | 96.28 |
| 32 | 20181.12 | 110.00 |
| 33 | 16543.91 | 90.00 |
| 34 | 17708.60 | 90.31 |
| 35 | 17703.62 | 90.00 |
| 36 | 17920.81 | 90.41 |
| 37 | 18130.12 | 90.00 |
| 38 | 18175.34 | 90.00 |
| 39 | 16933.6 | 90.00 |
| 40 | 21526.35 | 140.63 |
| 41 | 22017.07 | 134.72 |
| 42 | 17895.09 | 90.00 |
| 43 | 17895.09 | 90.00 |
| 44 | 18290.98 | 92.00 |
| 45 | 18096.05 | 90.01 |
| 46 | 18071.01 | 90.02 |
| 47 | 19540.09 | 91.91 |
| 48 | 16619.31 | 95.83 |

NOTES:

- ALL PROPOSED SIDEWALKS, SIDEWALK RAMPS, AND ROAD CROSSINGS SHALL MEET CURRENT ADA STANDARDS.

| LEGEND | |
|--------|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. SIDEWALK |
| | PROP. BUILDING |
| | PROP. CURB |
| | PROP. ROAD CENTERLINE |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |

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SECTION 16

TOWN 01 SOUTH, RANGE 04 EAST

DEXTER TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT

GUENTHER HOMES

11677 N. TERRITORIAL ROAD
DEXTER MI, 48130

FINAL SITE PLAN - DOLETZKY

OVERALL LAYOUT PLAN

DATE

JUNE 11, 2021

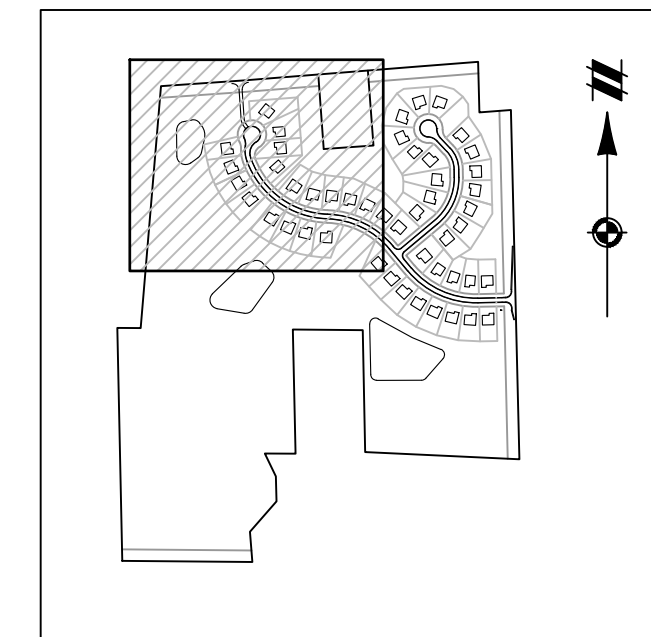
08/13/2021 PER TWP.

10/13/2021 PER TWP.

REVISIONS

| | | | |
|-----------|----------|------|-----|
| SCALE | 0 | 50 | 100 |
| 1" = | 100 | FEET | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | | | |
| JOB | 16001209 | | |
| SHEET NO. | 09 | | |

CAD FILE: 16001209SP-03-CL.DWG



8

Know what's below.

Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE ATTACHED MAP. ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. CONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING ANY WORK. CONTRACTORS SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES WHICH MUST BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PROTECT AND PRESERVE ANY AND ALL UTILITIES.

NOTICE:
CONSTRUCTORS OF ANY SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO ASSURE THE OWNER THE ENGINEER SHALL BE EXEMPTED FROM LIABILITY FOR ANY RESPONSE TO ANY REQUEST FOR THE WORK, OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SECTION 16

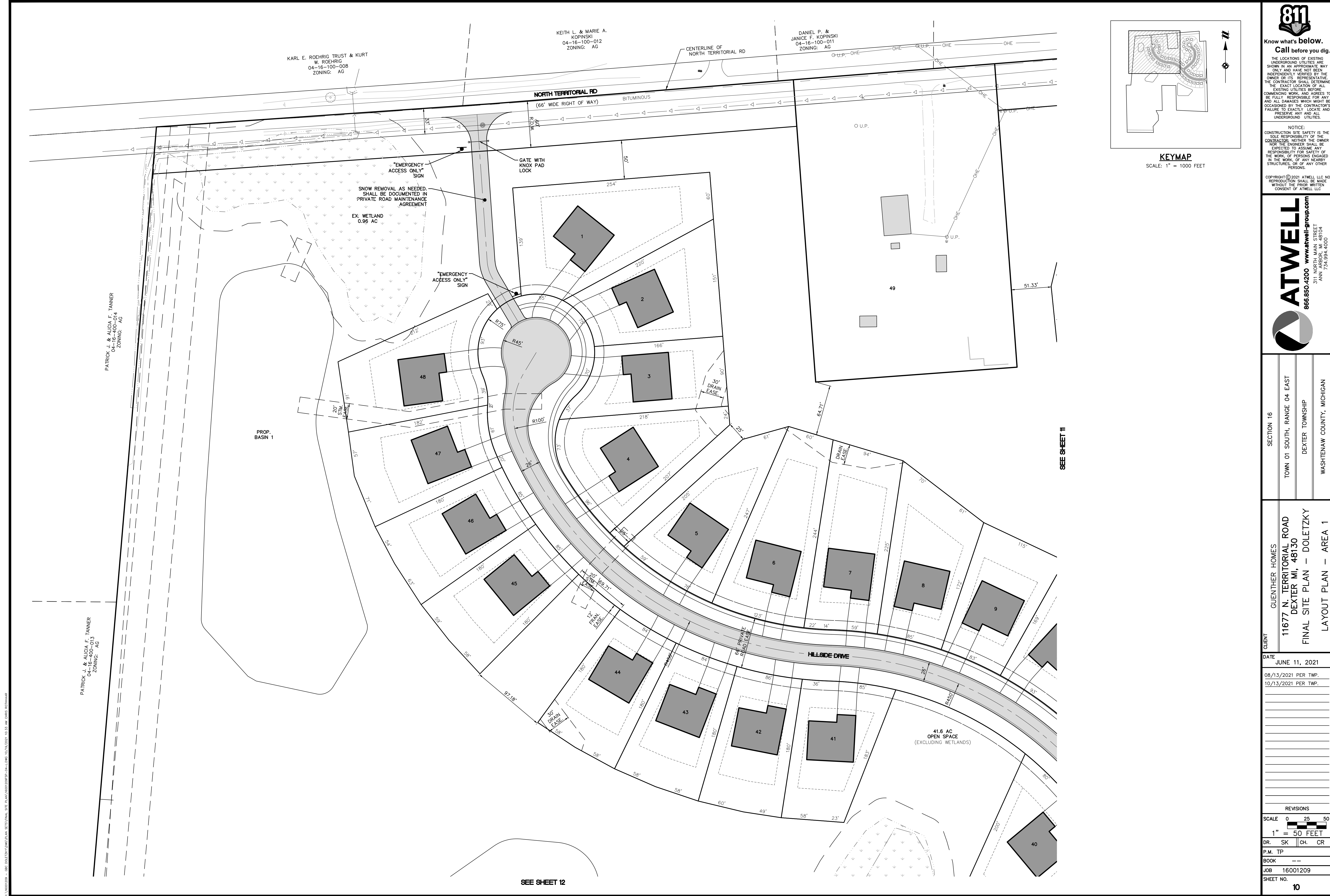
TOWN 01 SOUTH, RANGE 04 EAST

DEXTER TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
LAYOUT PLAN - AREA 1

| | |
|------------|---------------|
| DATE | JUNE 11, 2021 |
| 08/13/2021 | PER TWP. |
| 10/13/2021 | PER TWP. |

[illegible]

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SECTION 16

TOWN 01 SOUTH RANGE 04 EAST

NAME

WASHTENAW COUNTY, MICHIGAN

CLIENT

CLIENTHER HOMES

11677 N. TERRITORIAL ROAD
DEXTER MI, 48130

DOLETZKY
AREA 4

DATE _____

JUNE 11, 202

08/13/2021 PER TWF
10/13/2021 PER TWF

[illegible]

REVISIONS

SCALE 0 25 50

1" = 50 FEET

| | | | |
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| DR. | SK | CH. | CR |
|-----|----|-----|----|

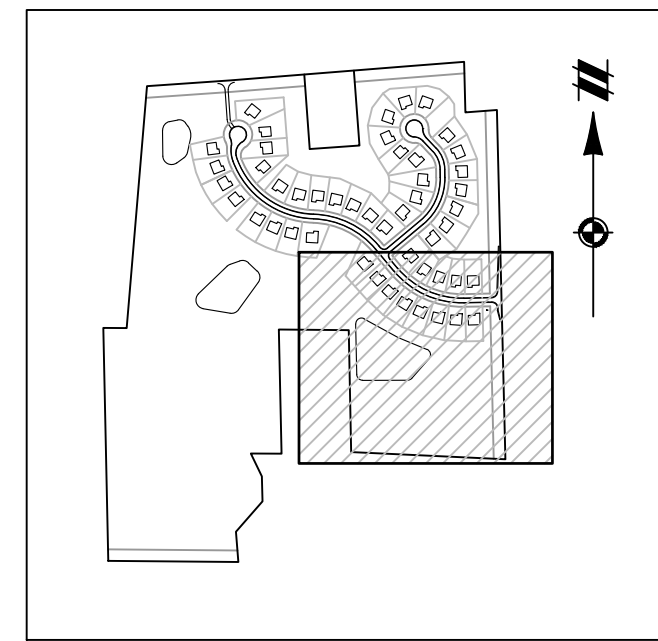
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| P.M. TP | |
| BOOK | -- |

| | |
|------|----------|
| BOOK | -- |
| JOB | 16001209 |

SHEET NO. 10

13

CAD FILE: 16001209FSP-04-L.DWG



KEYMAP

SCALE: 1" = 1000 FEET

SEE SHEET 11

DEXTER TOWN HALL ROAD
(66' WIDE RIGHT OF WAY)

BITUMINOUS

PROP. ENTRY SIGN -

PROP.
BASIN 3

FARM AREA
6.5 AC

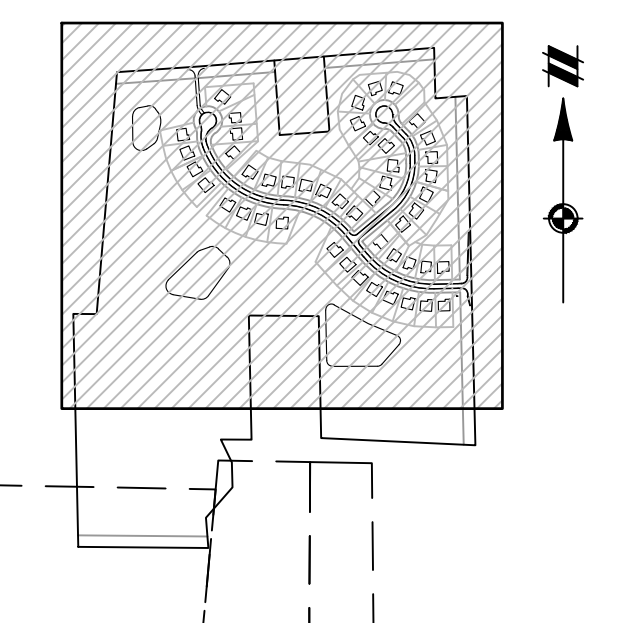
STACY A. &
NICHOLAS TALARICO
04-16-400-008
ZONING: AG

PAUL A. & ANDREA
K. ZISSLER
04-16-400-009
ZONING: AG

LAURA SANDERS
04-16-400-016
ZONING: AG

SEE SHEET 12

\\16001209 - CBS DOLETRY\DWG\PLAN SETS\FINAL SITE PLAN\16001209SP-04-L.DWG 10/19/2021 10:33 AM CHRIS ROTHHAAR



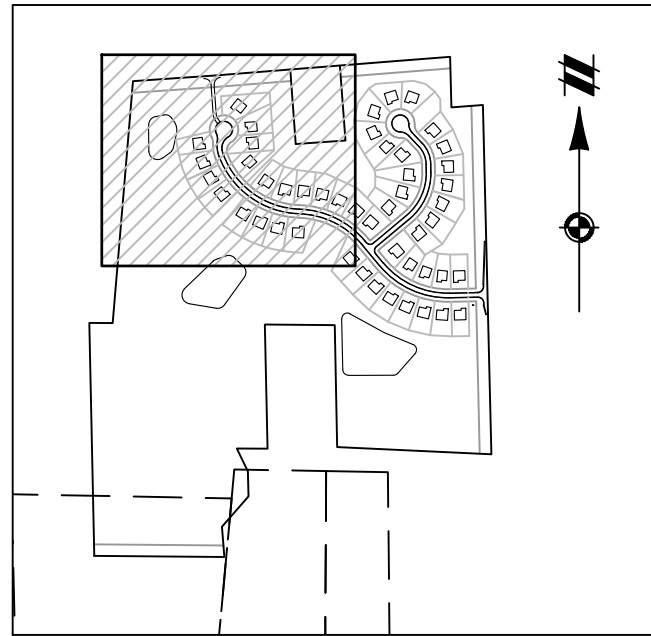
KEYMAP
SCALE: 1" = 1000 FEET

| UTILITY BASIS OF DESIGN | DESIGN FLOW (GPD) | QUANT. | AVERAGE FLOW (GPD) | PERSONS (100 GPD) | REUS (300 GPD) |
|---|-------------------------|--------|-----------------------|----------------------|-------------------|
| RESIDENTIAL SINGLE FAMILY (1 REU / UNIT) | 300 | 48 | 14,400 | 144 | 48 |
| TOTALS | | | 14,400 | 144 | 48 |

LEGEND

| | |
|--|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | TEST PIT |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP ASPHALT |
| | PROP. CURB |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |
| | PROP. STORM SEWER |
| | PROP. FENCE |
| | PROP. SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

K:\16001209\16001209.dwg - DSC DOLEZKY\DWG\PLAN SET\FINAL SITE PLAN\16001209.dwg - 06-11-2021 10:34 AM CHRIS ROTHMAN



KEYMAP
SCALE: 1" = 1000 FEET

| LEGEND | |
|--------|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | TEST PIT |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. CURB |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |
| | PROP. STORM SEWER |
| | PROP. SANITARY FORCEMAIN |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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| | |
|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLEZKY
UTILITY PLAN - AREA 1

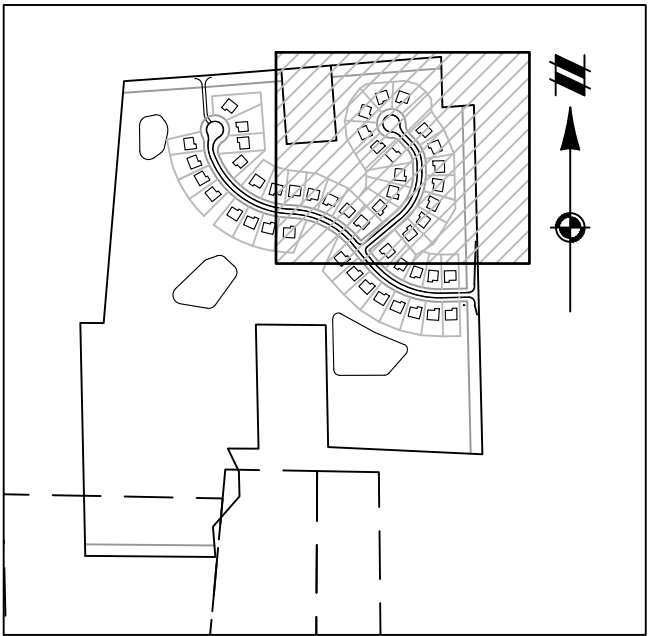
DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

| REVISIONS | |
|--------------|----------|
| SCALE | 0 25 50 |
| 1" = 50 FEET | |
| DR. SK | CH. CR |
| P.M. TP | |
| BOOK | -- |
| JOB | 16001209 |
| SHEET NO. | 15 |

CAD FILE: 16001209SP-06-LDWG

K:\16001209 - 06 DOLEZKY\DWG\PLAN\16001209SP-06-UDWG 10/19/2021 10:34 AM CHRE BTHMAR



KEYMAP
SCALE: 1" = 1000 FEET

| LEGEND | |
|--------|---------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | TEST PIT |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. CURB |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |
| | PROP. STORM SEWER |
| | PROP. SANITARY FORCE MAIN |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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734.994.4000

| | |
|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT
GUENTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
UTILITY PLAN - AREA 2

DATE
JUNE 11, 2021

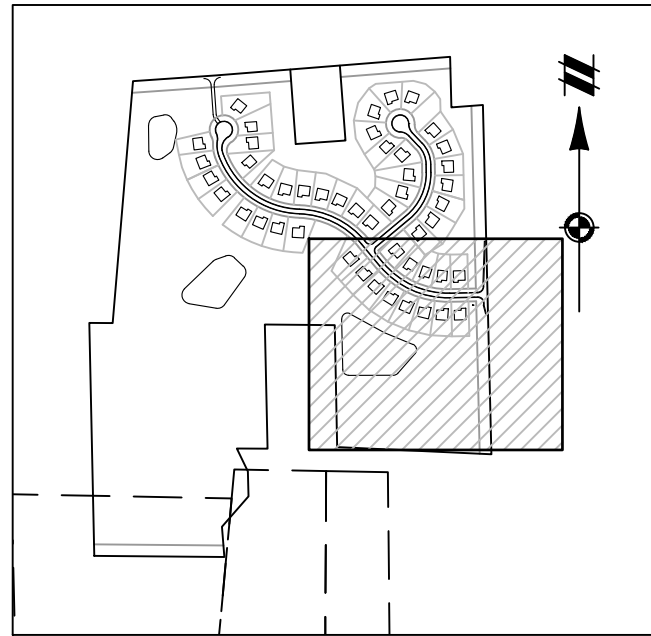
08/13/2021 PER TWP.
10/13/2021 PER TWP.

| REVISIONS | |
|--------------|-----------|
| SCALE | 0 25 50 |
| 1" = 50 FEET | |
| DR. | SK CH. CR |
| P.M. | TP |
| BOOK | -- |
| JOB | 16001209 |
| SHEET NO. | 16 |

CAD FILE: 16001209SP-06-UDWG

K:\0000209 - 08-DOLETZKY\GUNTHER HOMES\SET\FINAL SITE PLAN\0001209SP-08-UDWG 10/9/2021 10:30 AM CHRS. ROTHMAR

SEE SHEET 15



KEYMAP
SCALE: 1" = 1000 FEET

LEGEND

| | |
|--|---------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | TEST PIT |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. CURB |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |
| | PROP. STORM SEWER |
| | PROP. SANITARY FORCE MAIN |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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| | |
|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
UTILITY PLAN - AREA 3

DATE
JUNE 11, 2021

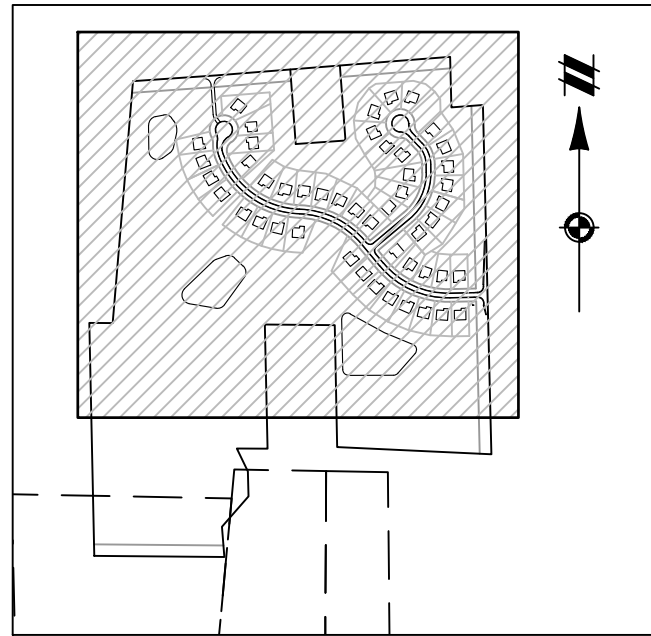
08/13/2021 PER TWP.
10/13/2021 PER TWP.

REVISIONS

| | | | |
|--------------|----------|-----|----|
| SCALE | 0 | 25 | 50 |
| 1" = 50 FEET | | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | -- | | |
| JOB | 16001209 | | |
| SHEET NO. | 17 | | |

CAD FILE: 16001209SP-08-UDWG

K:\16001209-07-06.DWG - DEXTER, MI, 48130 - SITE PLAN\16001209-07-06.DWG, 10/19/2021 10:25 AM CHRIS KOTHAKOTA



KEYMAP
SCALE: 1" = 1000 FEET

SESC NOTES:

1. NO EARTH MOVING ACTIVITY CAN BEGIN WITHOUT A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT.
2. THE PERMIT MUST BE POSTED AND CLEARLY VISIBLE FOR THE DURATION OF THE PROJECT, UNTIL FINAL GRADE APPROVAL.
3. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AS DESIGNATED ON PLANS AND/OR AS REQUIRED ON THE PERMIT MUST BE INSTALLED ACCORDING TO THE SCHEDULE DESCRIBED ON THE SESC PLAN.
4. EARTH CHANGES TO A PROPERTY MUST NOT ADVERSELY AFFECT DRAINAGE TO SURROUNDING AREAS.
5. DETENTION/RETENTION/SEDIMENTATION BASINS MUST BE CONSTRUCTED AND STABILIZED PRIOR TO EARTH MOVING ACTIVITIES.
6. OUTLETS OF DETENTION/SEDIMENTATION BASINS SHALL BE DESIGNED AND CONSTRUCTED TO REDUCE THE WATER FLOW TO A NON-EROSIVE VELOCITY. RIPRAP MUST BE INSTALLED ON STORM WATER OUTLETS.
7. RISER PIPES IN DETENTION BASINS SHALL BE WRAPPED IN WIRE MESH SCREEN PRIOR TO PLACEMENT OF PEA STONE.
8. ALL EARTH MOVING SHALL BE DESIGNED, CONSTRUCTED AND COMPLETED IN SUCH A MANNER THAT LIMITS THE EXPOSED AREA OF ANY DISTURBED LAND FOR THE SHORTEST POSSIBLE PERIOD OF TIME, AS DETERMINED BY THE BUILDING DEPARTMENT. THE SITE MUST BE STABILIZED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR EARTH-MOVING ACTIVITY HAS BEEN COMPLETED.
9. STONE ACCESS DRIVES MUST BE INSTALLED PRIOR TO CONSTRUCTION FOR PURPOSES OF MUD TRACKING. FILTER FABRIC SHALL BE PLACED UNDER THE STONE.
10. SOIL, SEDIMENT AND MISCELLANEOUS DEBRIS MUST BE KEPT OFF THE STREETS AND OUT OF DRAINAGE DITCHES AND CATCH BASINS THROUGHOUT THE DURATION OF THE PROJECT.
11. ROCK CHECK DAMS SHALL BE USED INSTEAD OF STRAW BALES OR SILT FENCING IN CONCENTRATED FLOW LOCATIONS SUCH AS DITCHES OR PIPE OUTLETS.
12. SILT FENCING, IF REQUIRED, MUST BE TRENCHED IN AND BACKFILLED. FENCING MAY BE TOED-IN WITH PEA GRAVEL IF INSTALLED IN WINTER.
13. CATCH BASINS, IF INSTALLED, MUST BE PROTECTED WITH SACK TYPE SEDIMENT FILTER.
14. DEWATERING OPERATIONS MUST HAVE SOME TYPE OF CONTROL, E.G. FILTER BAG AND VEGETATIVE AREA. THERE SHALL BE NO DEWATERING OF UNFILTERED WATER.
15. STOCKPILING OF ANY EXCAVATED MATERIAL MUST BE KEPT CLEAR OF LAKES AND STREAMS (AS DEFINED IN PART 91) AND OF ADJACENT PROPERTY. ADEQUATE CONTROLS MUST BE IN PLACE TO ENSURE THIS REQUIREMENT.
16. EROSION CONTROL BLANKETS ARE REQUIRED ON SLOPES OF 4:1 OR STEEPER AND IN DITCHES.
17. ALL PERMANENT EROSION CONTROL MEASURES SHALL BE PERMANENTLY MAINTAINED BY THE OWNER OR HOMEOWNER ASSOCIATION.

LEGEND

| | |
|--|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | TEST PIT |
| | PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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| | |
|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
OVERALL GRADING PLAN

DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

REVISIONS

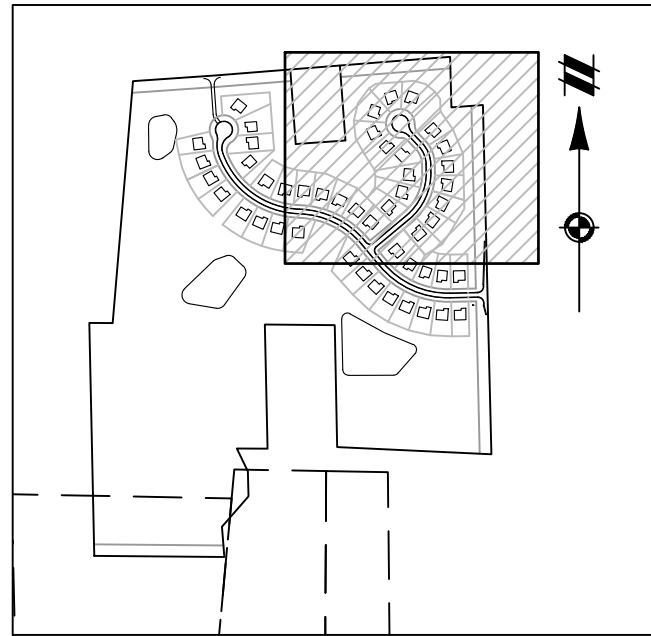
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|---------------|----------|-----|-----|
| SCALE | 0 | 50 | 100 |
| 1" = 100 FEET | | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | -- | | |
| JOB | 16001209 | | |
| SHEET NO. | 18 | | |

CAD FILE: 16001209SF-07-06.DWG

K:\16001209\16001209.dwg DATE: 10/11/2021 10:37 AM USER: ROTHMAN

SEE SHEET 19

SEE SHEET ##



KEYMAP
SCALE: 1" = 1000 FEET

| LEGEND | |
|--------|----------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. HOUSE PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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SECTION 16

TOWN 01 SOUTH, RANGE 04 EAST

DEXTER TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY

DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

REVISIONS

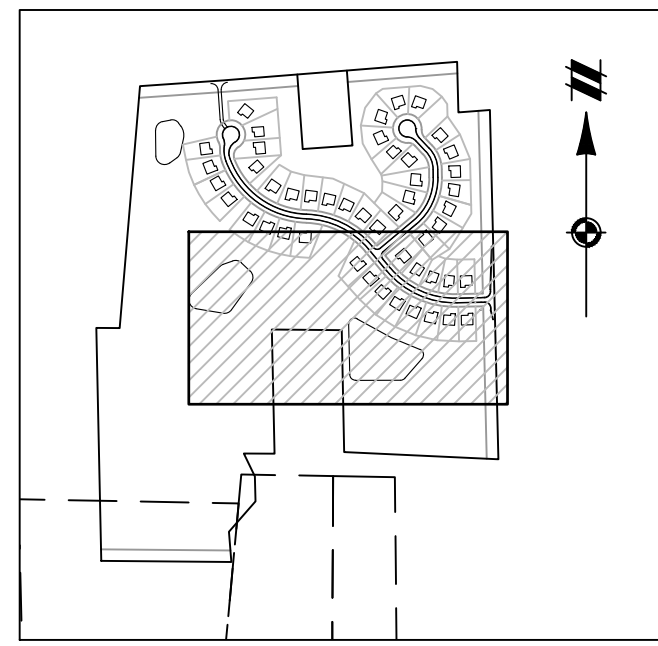
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| 1" = | 50 FEET | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | --- | | |
| JOB | 16001209 | | |
| SHEET NO. | 20 | | |

CAD FILE: 16001209SF-08-GDWG

K:\16001209\16001209SP-08-03WG 10/17/2021 10:37 AM CHRIE.ROTHMAN



SEE SHEET 19



KEYMAP
SCALE: 1" = 1000 FEET

LEGEND

| | |
|--|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. SETBACK |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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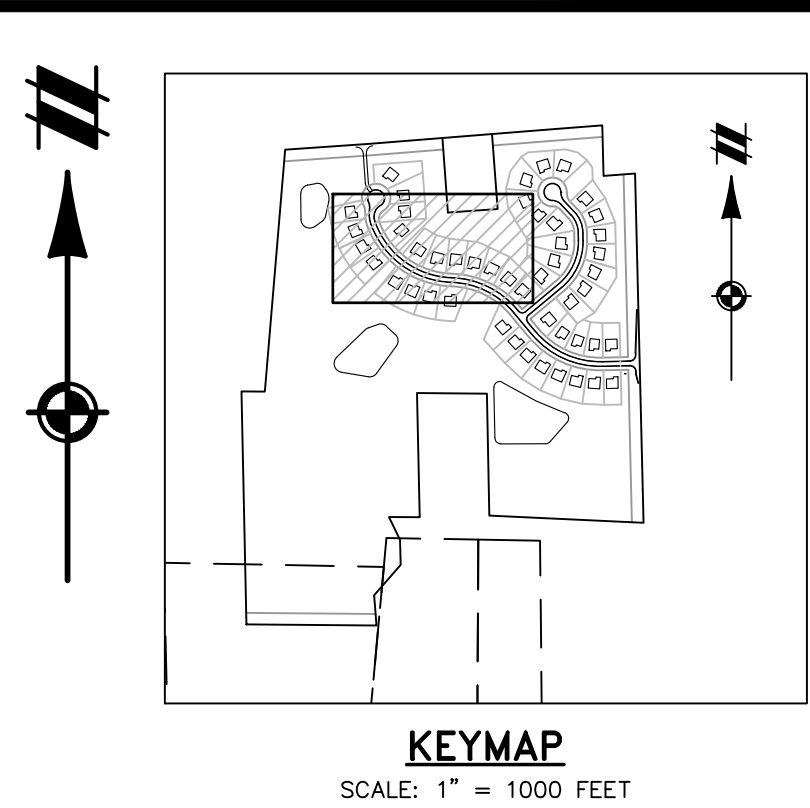
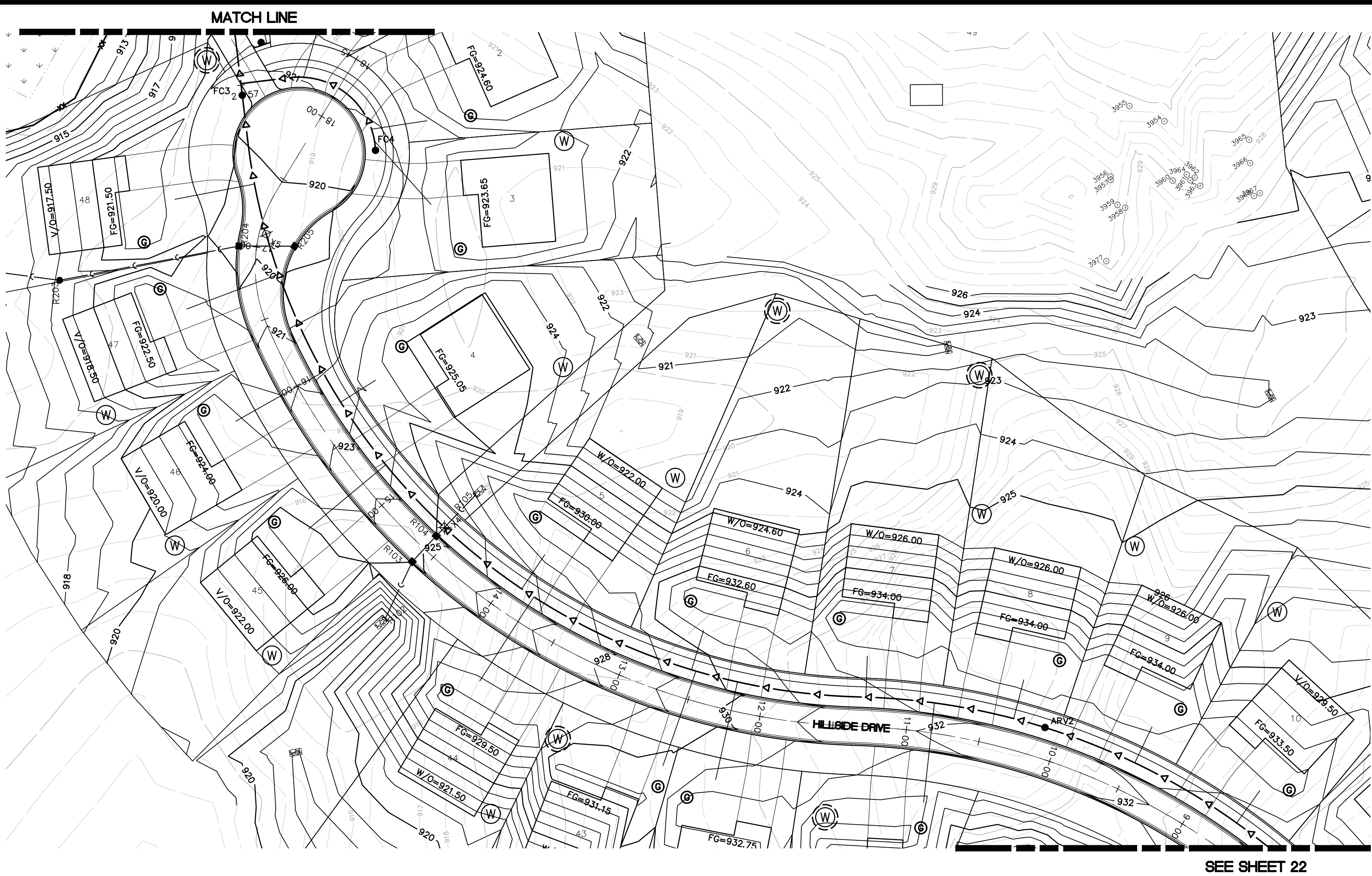
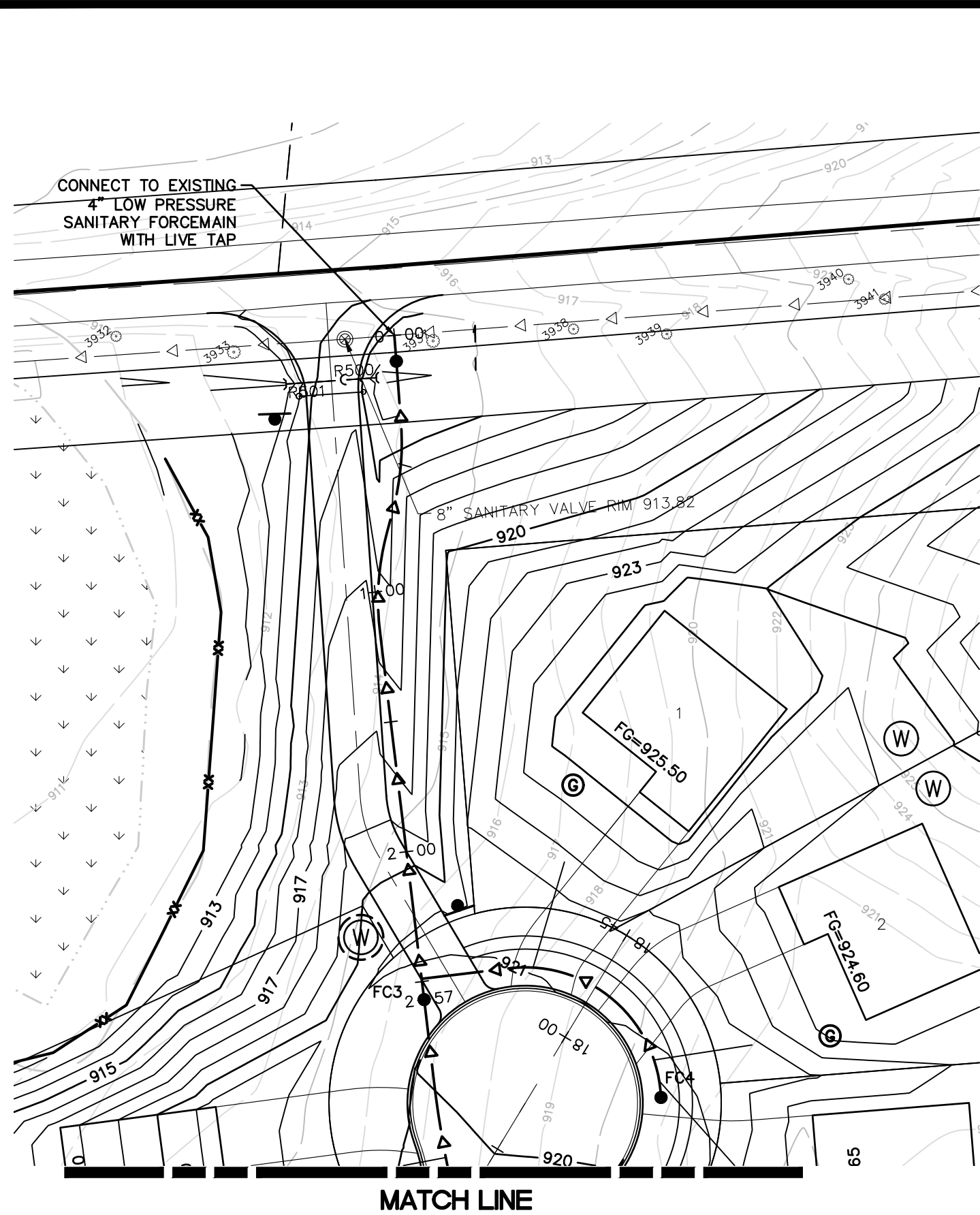
NOTICE:
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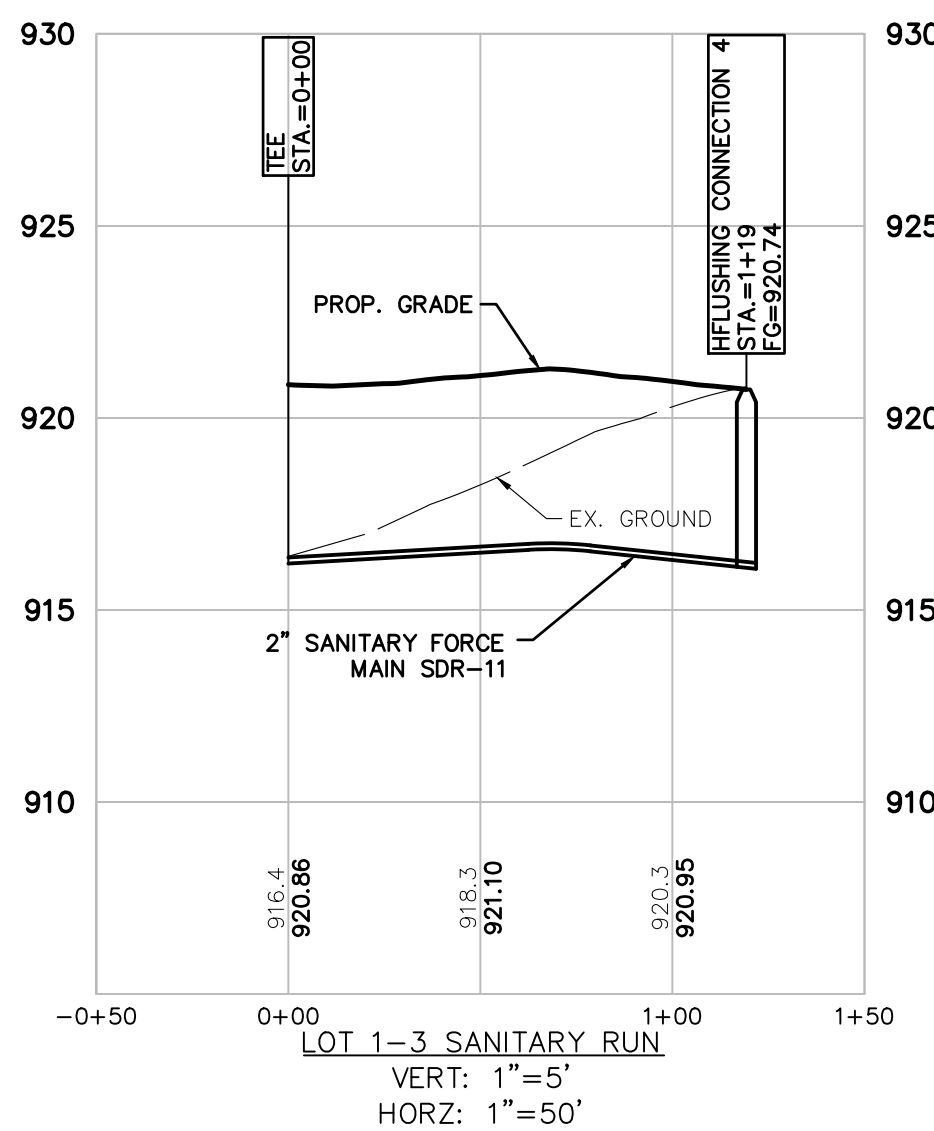
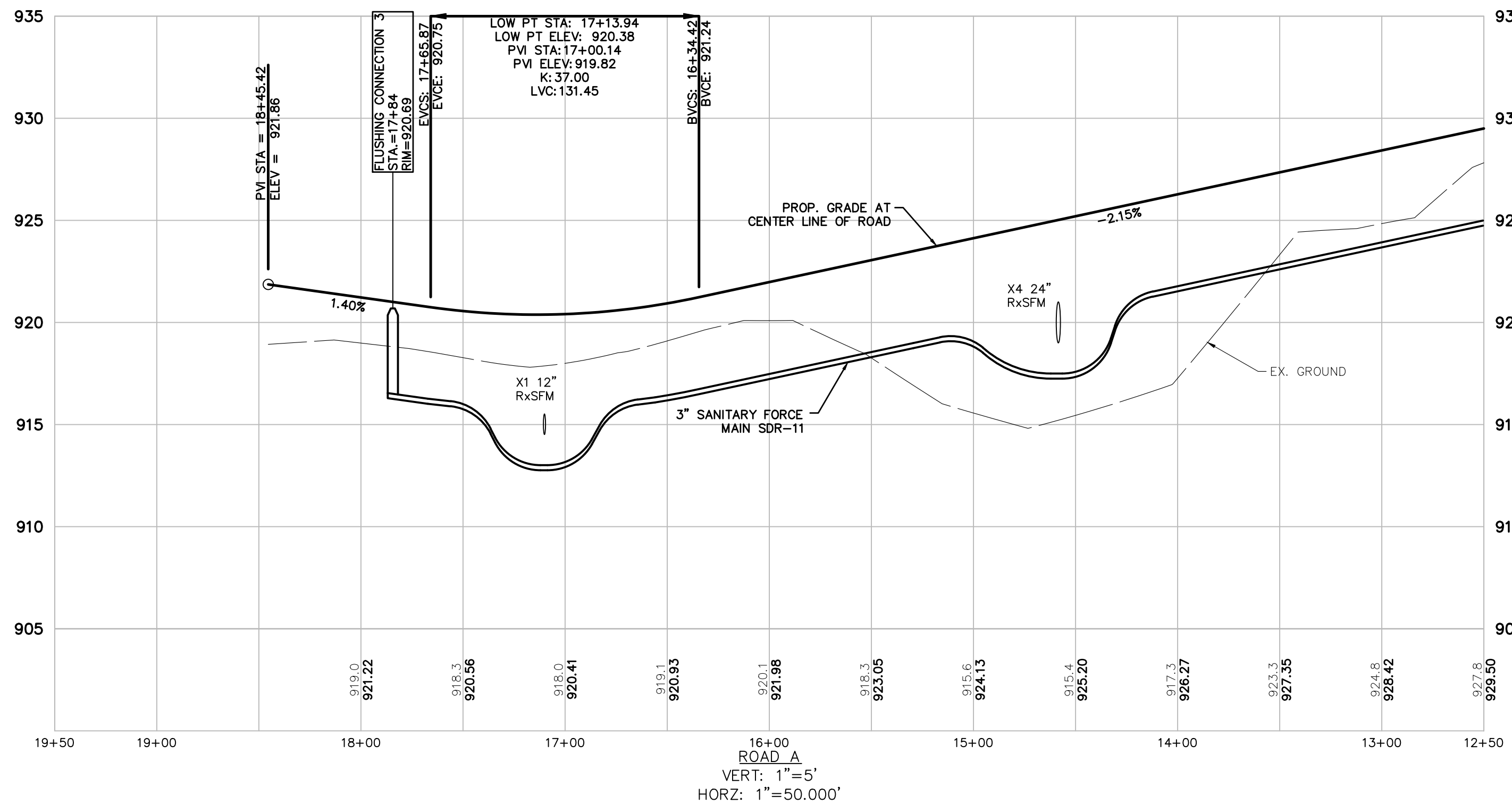
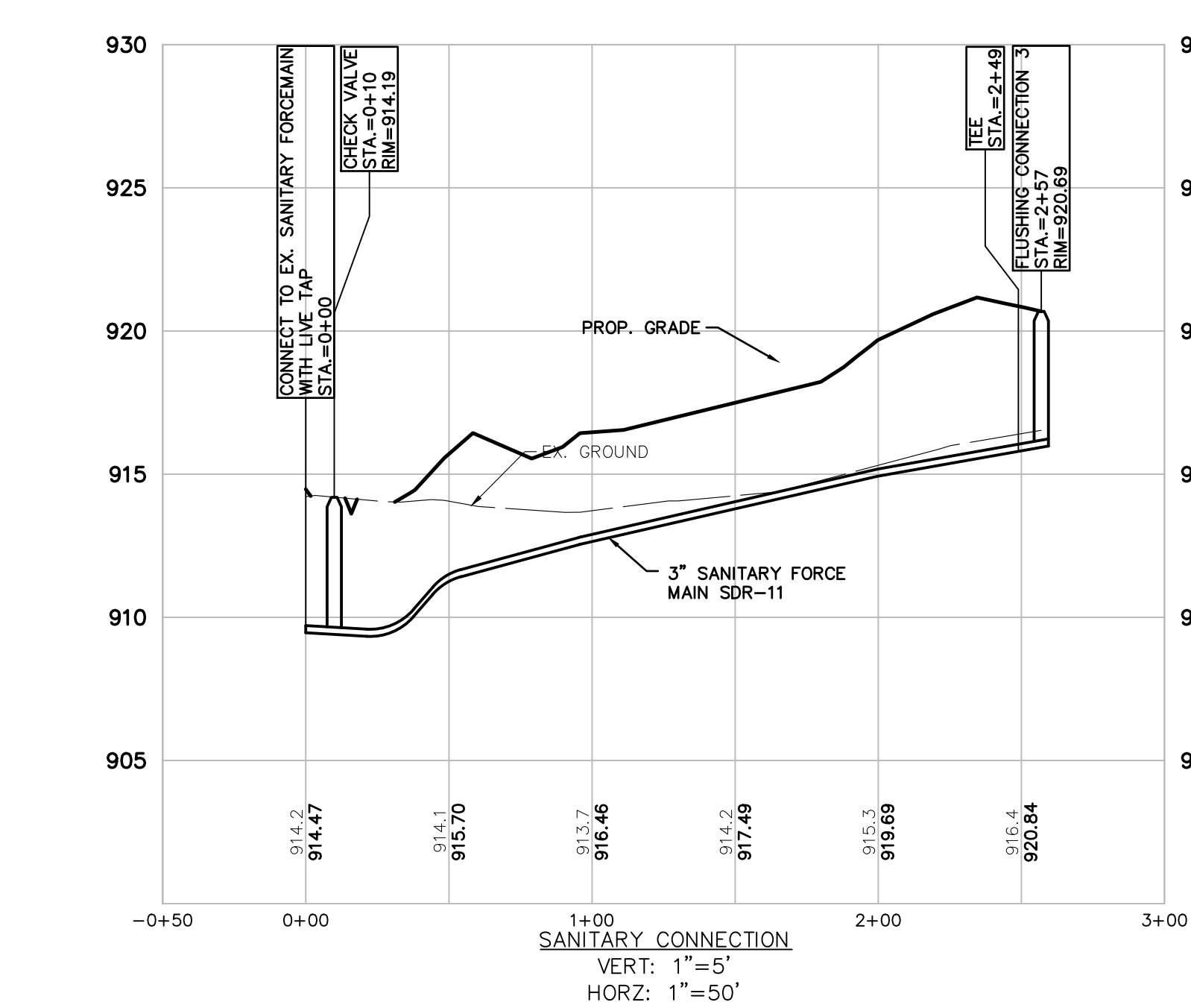
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| | | | |
|-------------------------------|----------------------------|------------------------------|--|
| CLIENT | SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST | GÜENTHER HOMES 11677 N. TERRITORIAL ROAD DEXTER MI, 48130 FINAL SITE PLAN - DOLETZKY GRADING PLAN - AREA 3 |
| | DEXTER TOWNSHIP | | |
| | WASHTENAW COUNTY, MICHIGAN | | |
| DATE | JUNE 11, 2021 | | |
| | 08/13/2021 PER TWP. | | |
| | 10/13/2021 PER TWP. | | |
| REVISIONS | | | |
| SCALE 0 25 50 1" = 50 FEET | | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | --- | | |
| JOB | 16001209 | | |
| SHEET NO. | 21 | | |

CAD FILE: 16001209SP-08-03WG



| LEGEND | |
|--------|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. BACK OF CURB |
| | PROP. FACE OF CURB |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |
| | PROP. SANITARY FORCEMAIN |



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|-----------------|------------------------------|
| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130

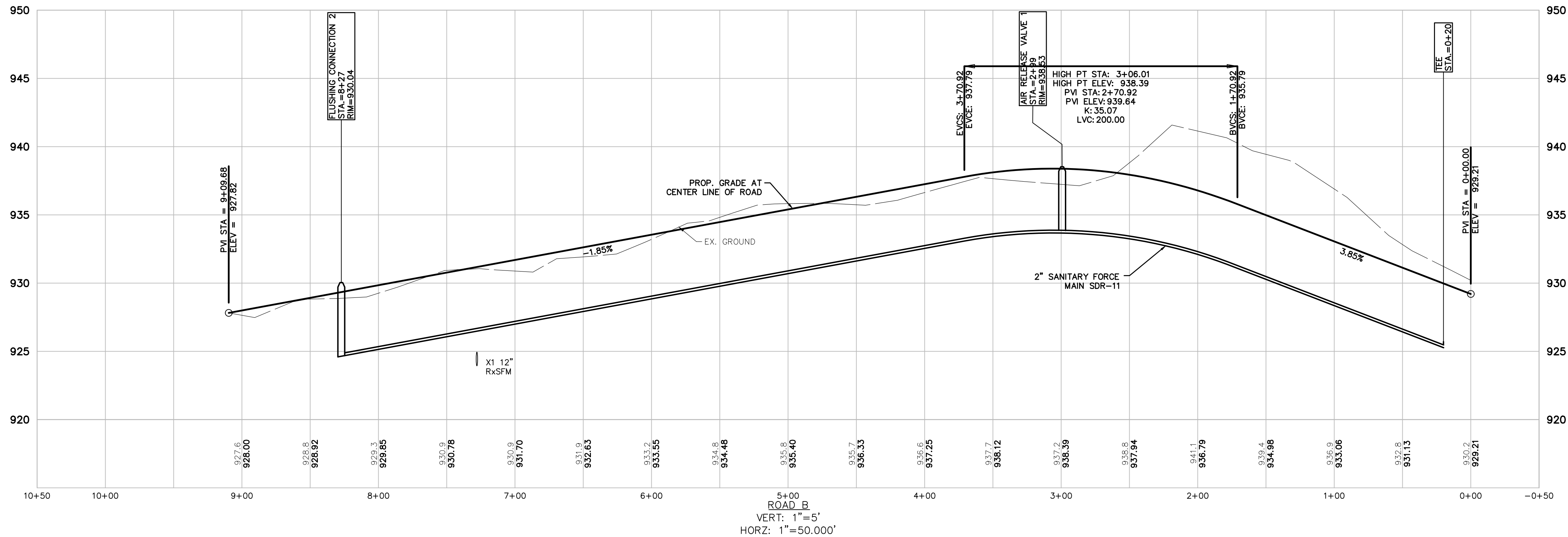
DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

| REVISIONS | |
|--------------|----------|
| SCALE | 0 25 50 |
| 1" = 50 FEET | |
| DR. SK | CH. CR |
| P.M. TP | |
| BOOK | -- |
| JOB | 16001209 |
| SHEET NO. | 23 |

CAD FILE: 16001209SF-09-RD.DWG

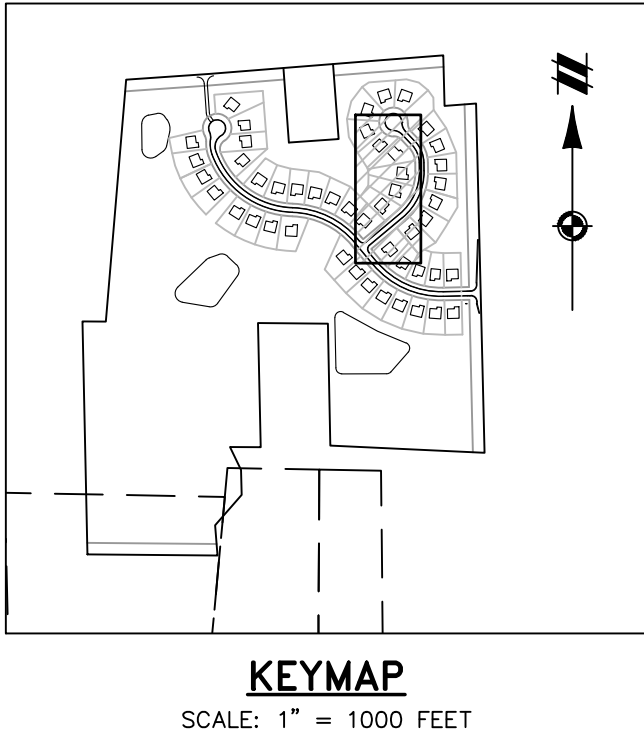
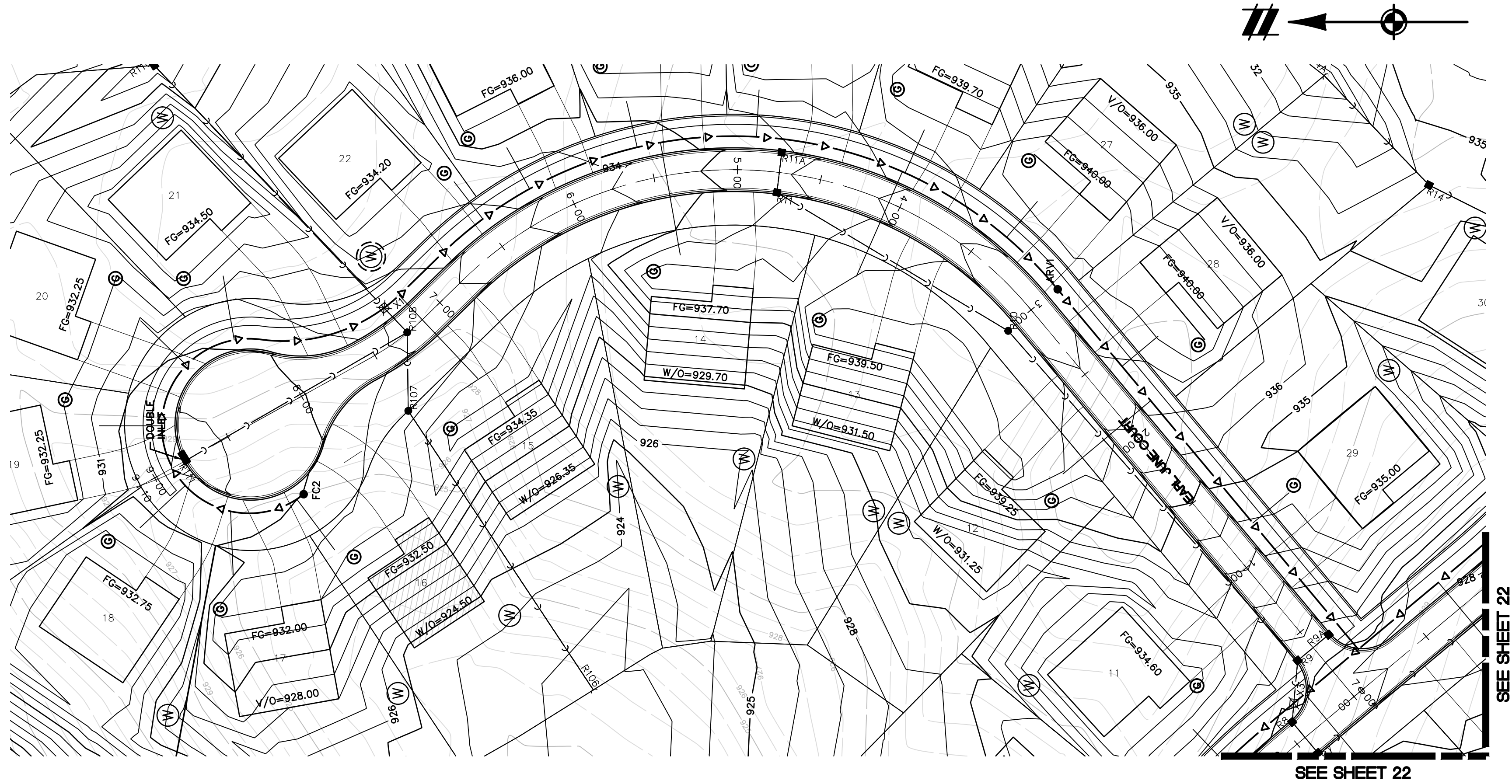
K:\16001209\16001209.dwg - DEX DOLETZKY\GUNTHER HOMES - SITE PLAN\16001209.dwg 10/19/2021 10:46 AM CHRIS KOTHAKOTA



| LEGEND | |
|--------|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. BACK OF CURB |
| | PROP. FACE OF CURB |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |
| | PROP. SANITARY FORCEMAIN |

| CLIENT | |
|----------------------------|----------|
| GUNTHER HOMES | |
| 11677 N. TERRITORIAL ROAD | |
| DEXTER MI, 48130 | |
| FINAL SITE PLAN - DOLETZKY | |
| ROAD B PLAN & PROFILE | |
| DATE | |
| JUNE 11, 2021 | |
| 08/13/2021 PER TWP. | |
| 10/13/2021 PER TWP. | |
| REVISIONS | |
| SCALE 0 25 50 | |
| 1" = 50 FEET | |
| DR. | SK |
| CH. | CR |
| P.M. | TP |
| BOOK | -- |
| JOB | 16001209 |
| SHEET NO. | 24 |

CAD FILE: 16001209SF-09-RD.DWG



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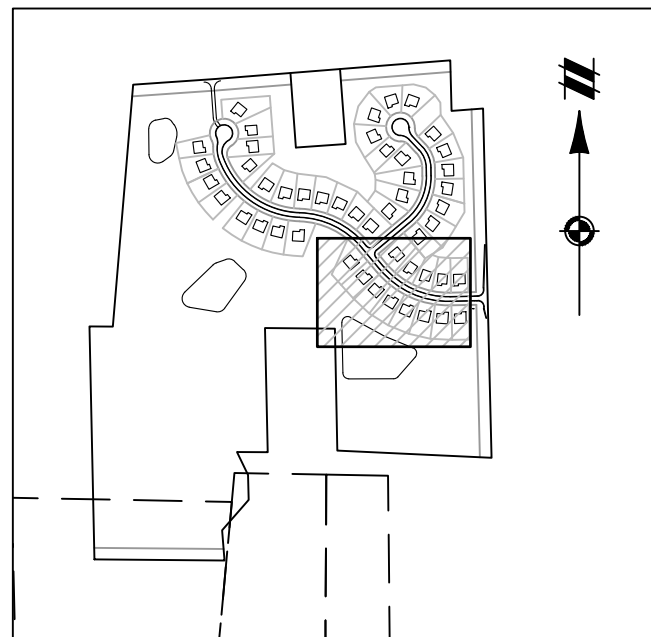
NOTICE:
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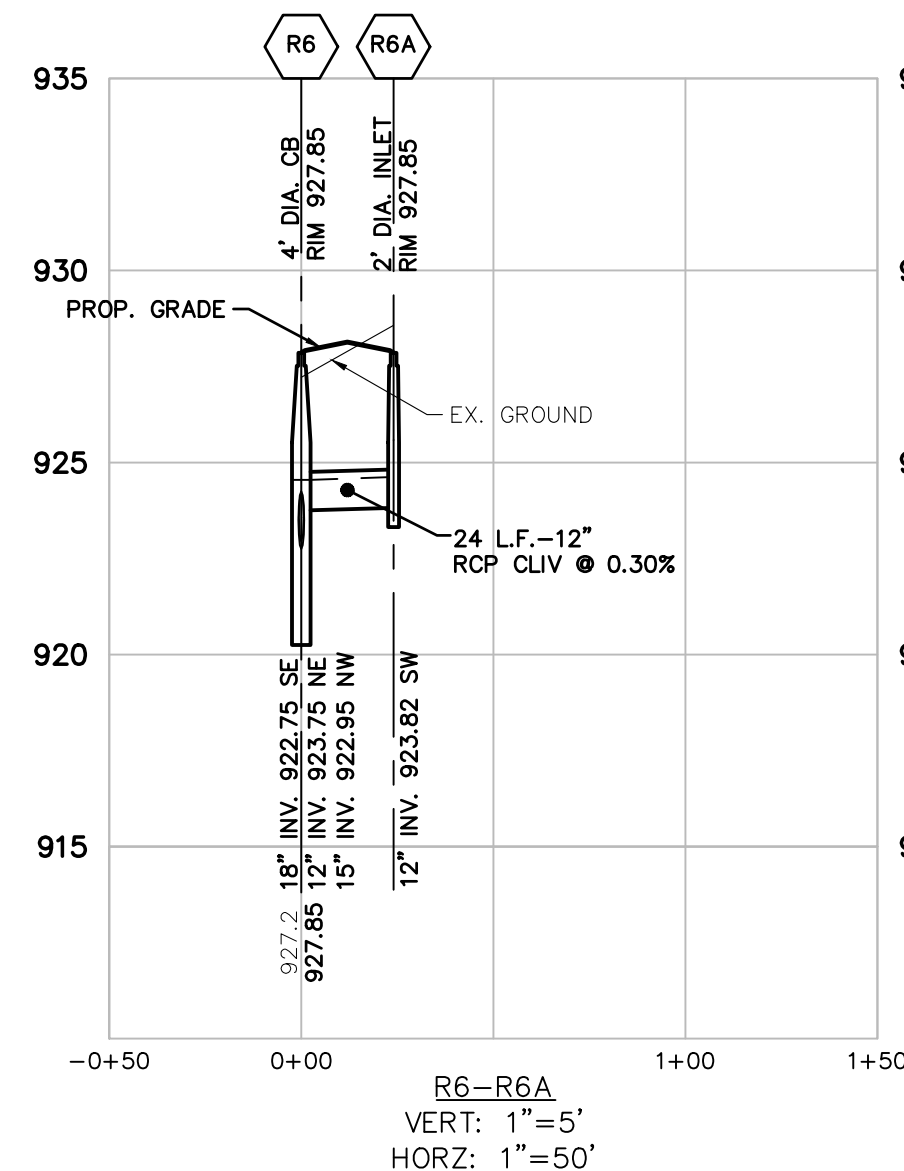
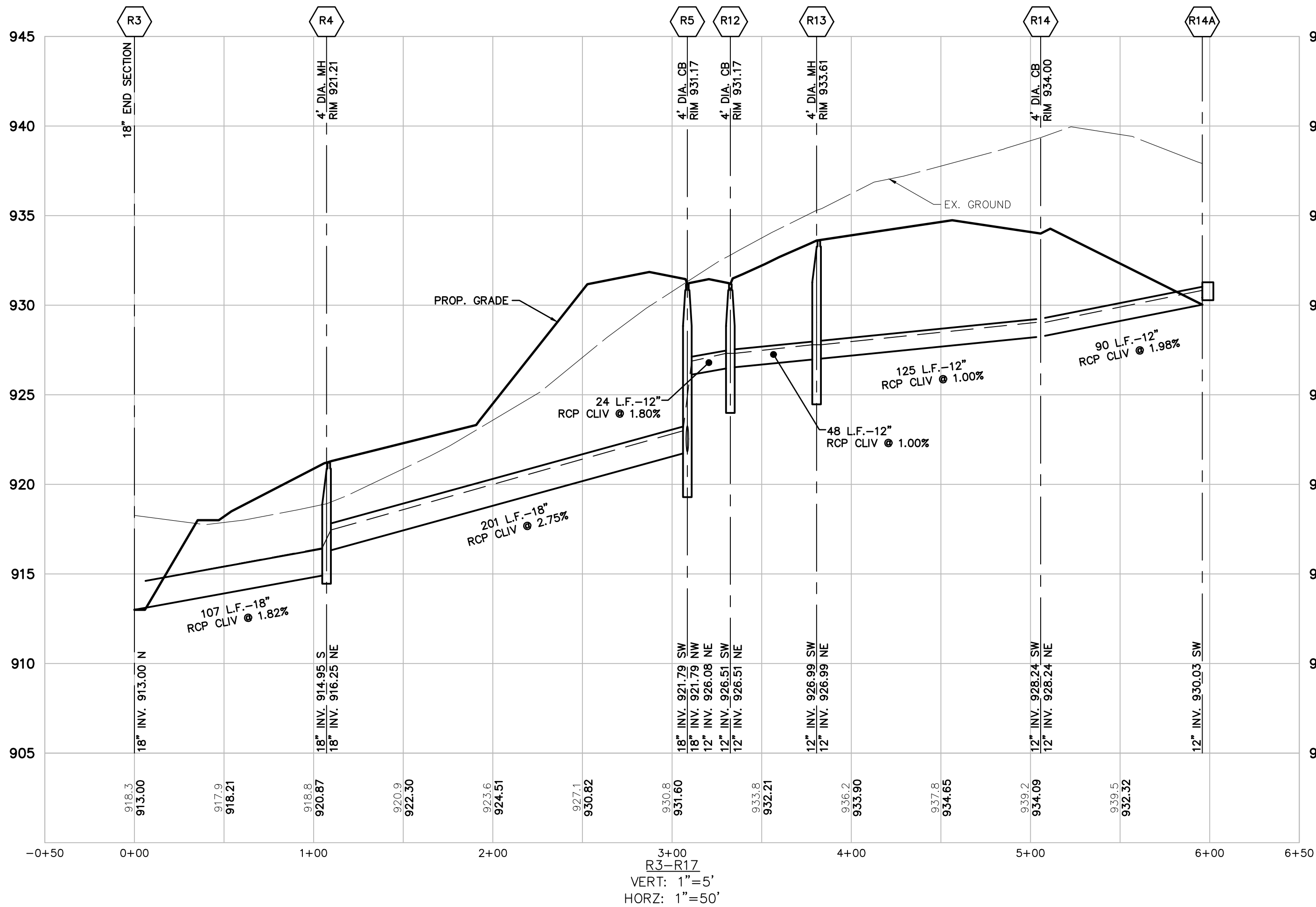
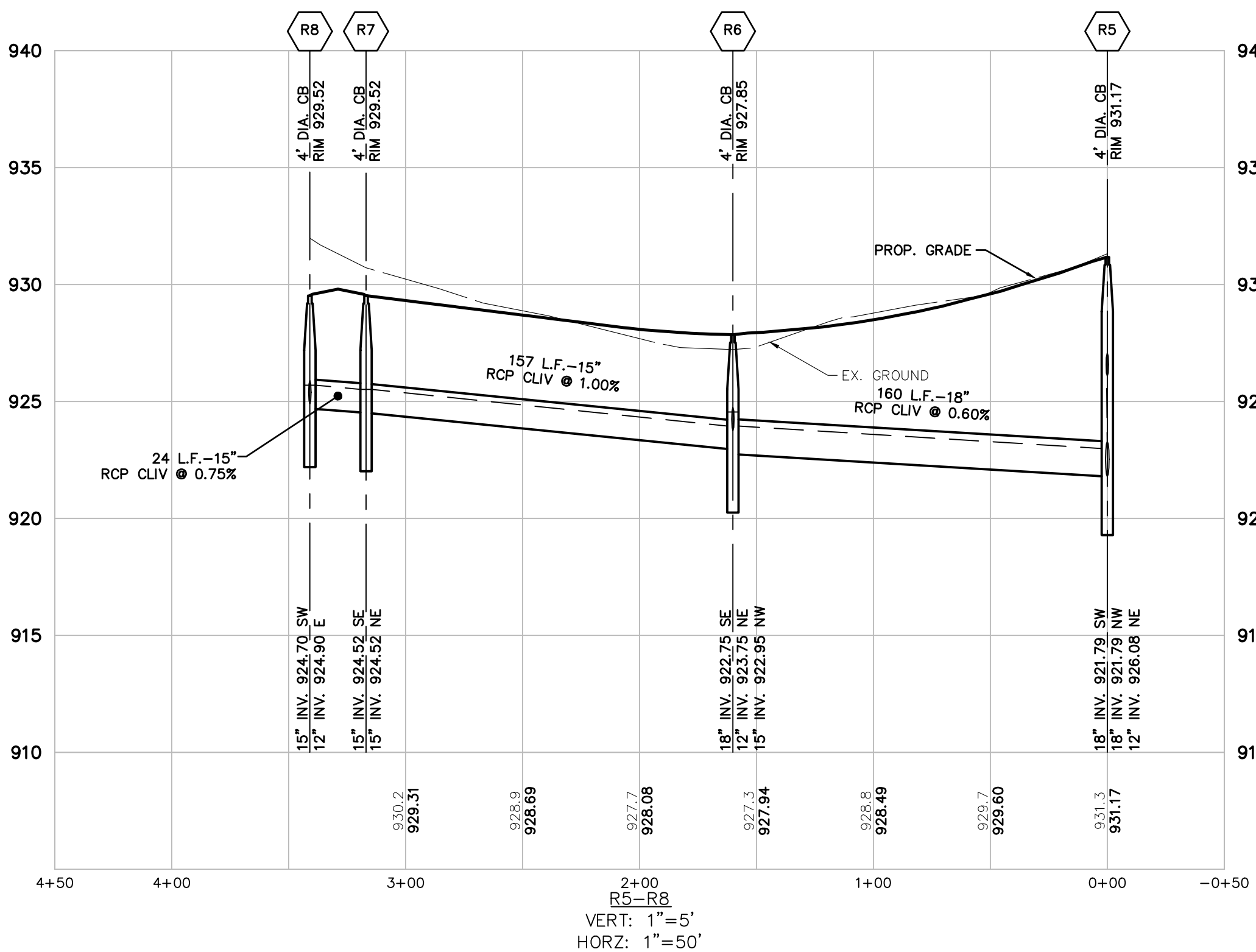
| SECTION 16 | |
|------------------------------|-----------------|
| TOWN 01 SOUTH, RANGE 04 EAST | DEXTER TOWNSHIP |
| WASHTENAW COUNTY, MICHIGAN | |

K:\16001209 - DEX DOLETZKY\PLAN SET\FINAL SITE PLAN\16001209SP-10-R.DWG 12/19/2021 10:00 AM CHRS BISHARA



KEYMAP

SCALE: 1" = 1000 FEET



| LEGEND | |
|--------|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. HOUSE |
| | PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |

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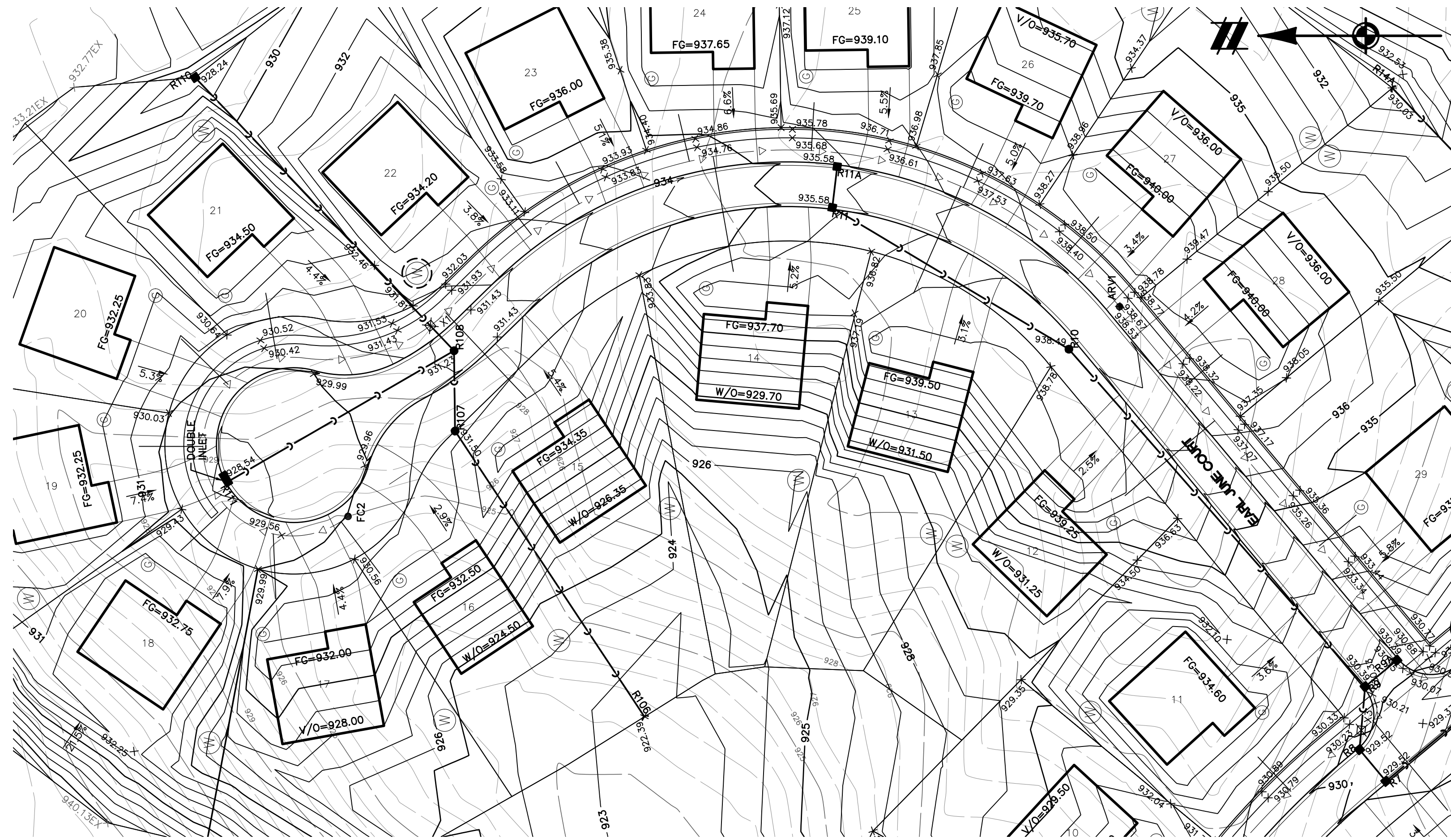
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| SECTION 16 | TOWN 01 SOUTH, RANGE 04 EAST |
| DEXTER TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |

| | |
|----------------------------|---------------|
| CLIENT | GUNTHER HOMES |
| DATE | JUNE 11, 2021 |
| 11677 N. TERRITORIAL ROAD | |
| DEXTER MI, 48130 | |
| FINAL SITE PLAN - DOLETZKY | |
| STORMWATER PLAN & PROFILE | |

| |
|---------------------|
| 08/13/2021 PER TWP. |
| 10/13/2021 PER TWP. |

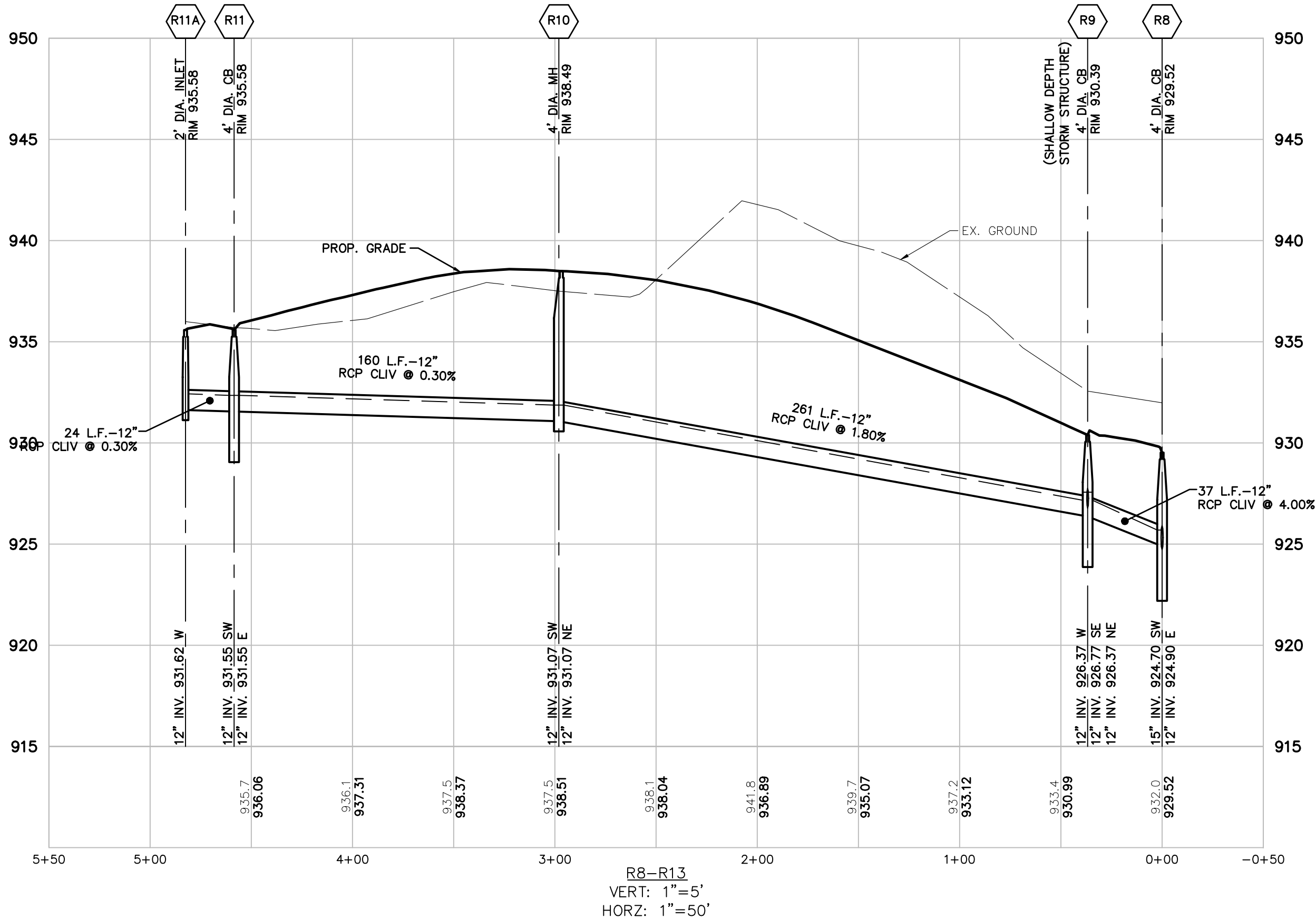
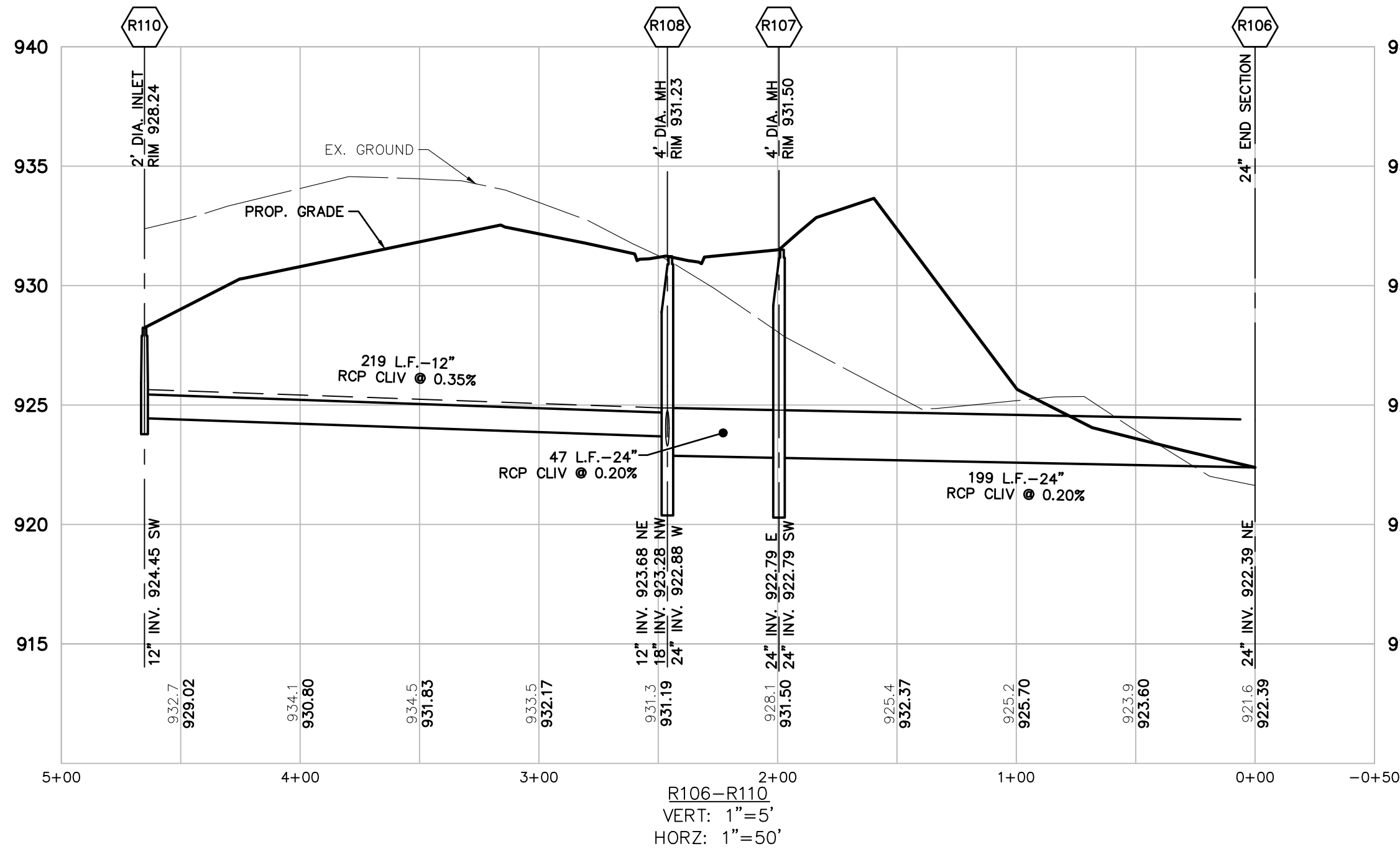
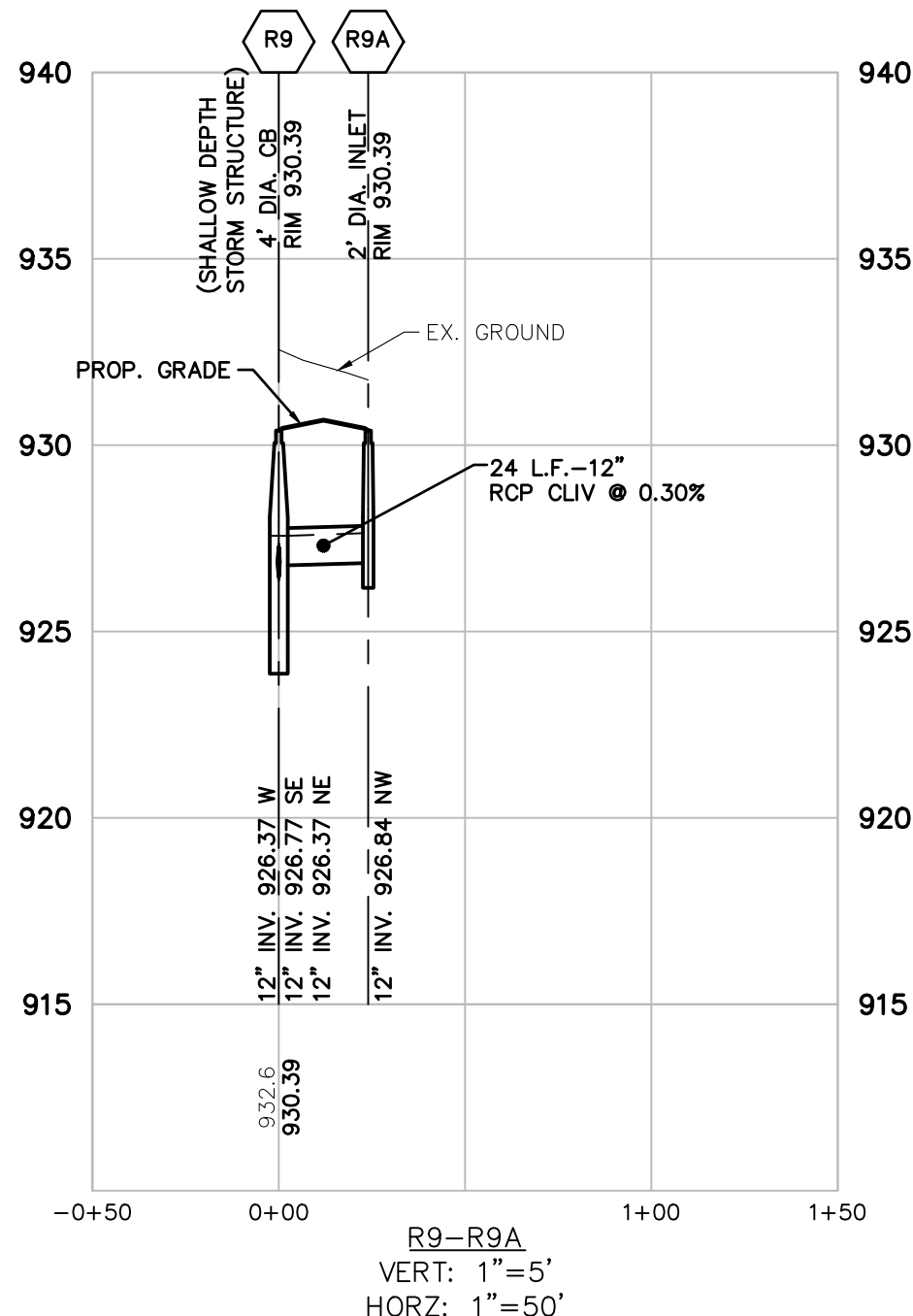
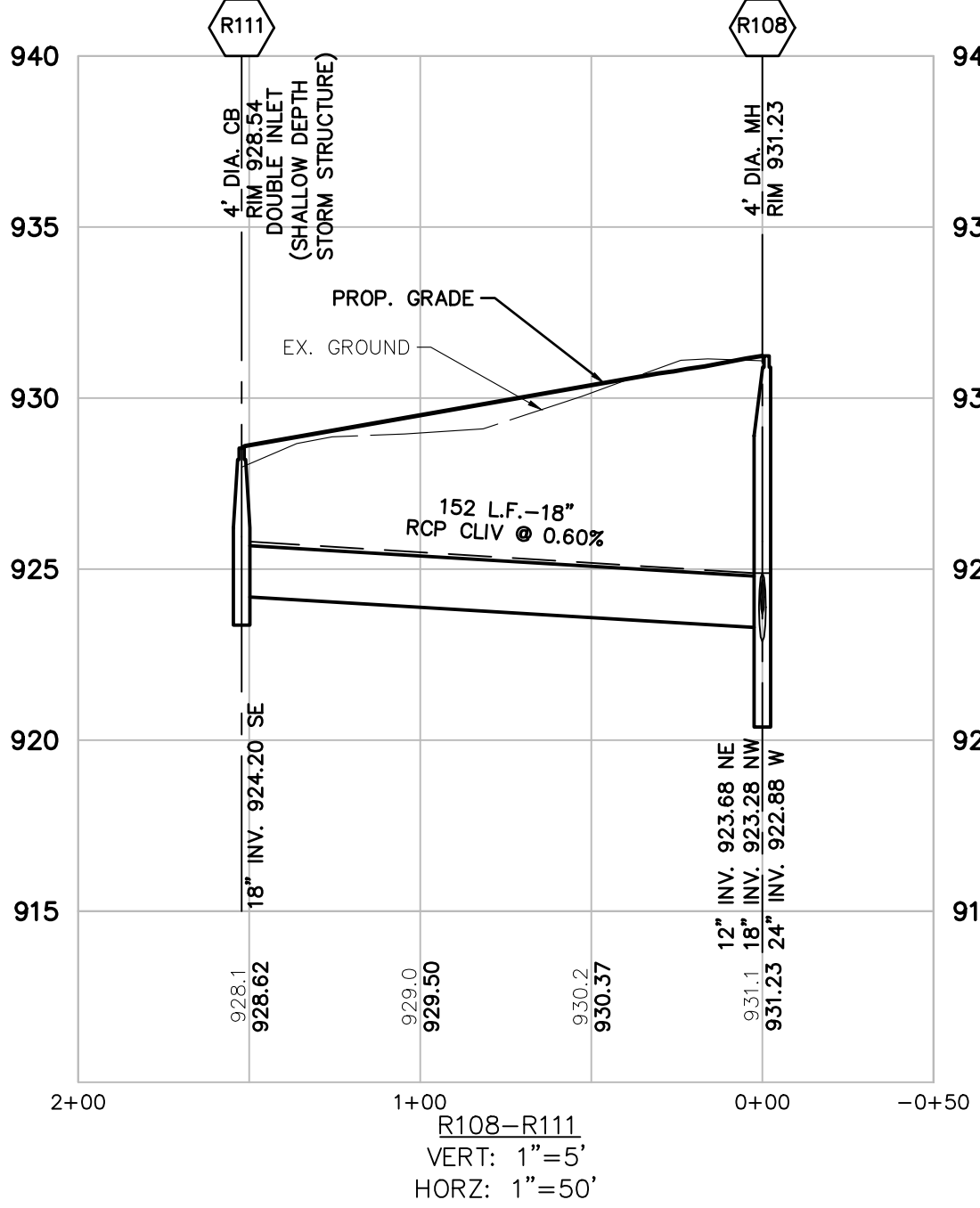
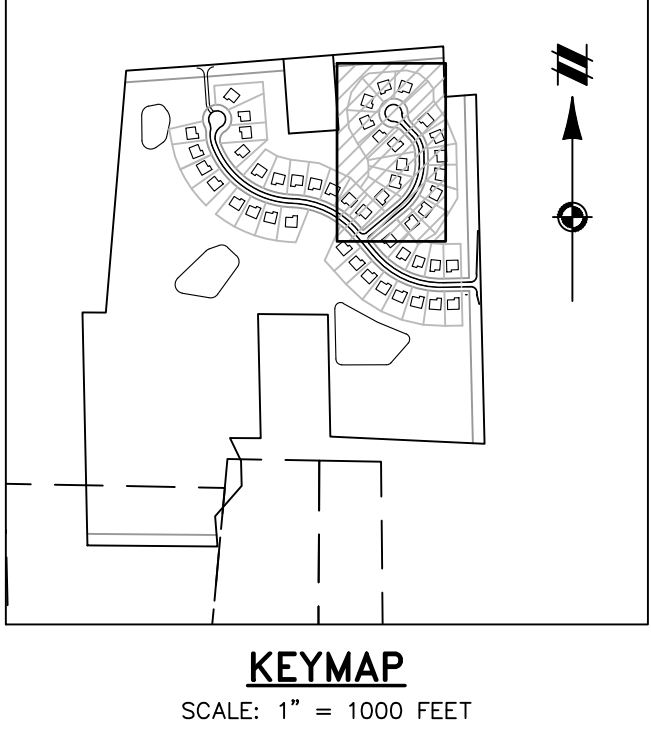
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| REVISIONS |
| SCALE 0 25 50 |
| 1" = 50 FEET |
| DR. SK CH. CR |
| P.M. TP |
| BOOK -- |
| JOB 16001209 |
| SHEET NO. 25 |

CAD FILE: 16001209SP-10-R.DWG



LEGEND

| | |
|--|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. GRAVEL ROAD |
| | EXIST. ASPHALT ROAD |
| | EXIST. HOUSE |
| | EXIST. HOUSE |
| | PROP. SETBACK |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. LOT LINE |
| | PROP. CONTOUR |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |
| | PROP. WELL |



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CLIENT

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11677 N. TERRITORIAL ROAD
DEXTER MI, 48130

DATE

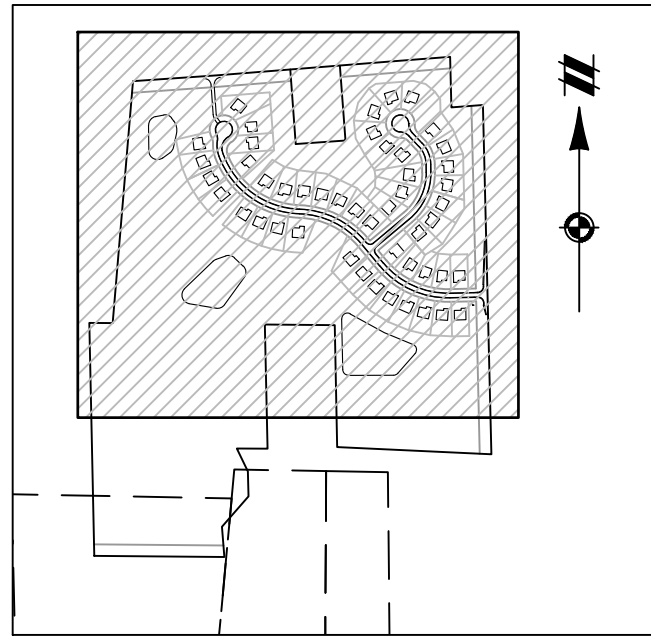
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

| | |
|--------------|---------|
| REVISIONS | |
| SCALE | 0 25 50 |
| 1" = 50 FEET | |
| DR. SK | CH. CR |
| P.M. TP | |
| BOOK -- | |
| JOB 16001209 | |
| SHEET NO. | |
| 26 | |

CAD FILE: 16001209SP-10-R.DWG

K:\16001209 - DEX DOLETZKY HOMES\PLAN SET\FINAL SITE PLAN\16001209SP-11-CA.DWG 10/19/2021 10:54 AM GHIBB RDTHAMR



KEYMAP
SCALE: 1" = 1000 FEET

| LEGEND | |
|--------|-----------------------------|
| | PROJECT BOUNDARY |
| | EXIST. 5' CONTOUR |
| | EXIST. 1' CONTOUR |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | PROP. SETBACK |
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| | PROP. ASPHALT |
| | PROP. LOT LINE |
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| | PROP. CATCH BASIN/INLET |
| | PROP. OVERALL DRAINAGE AREA |

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DRAINAGE AREA PLAN

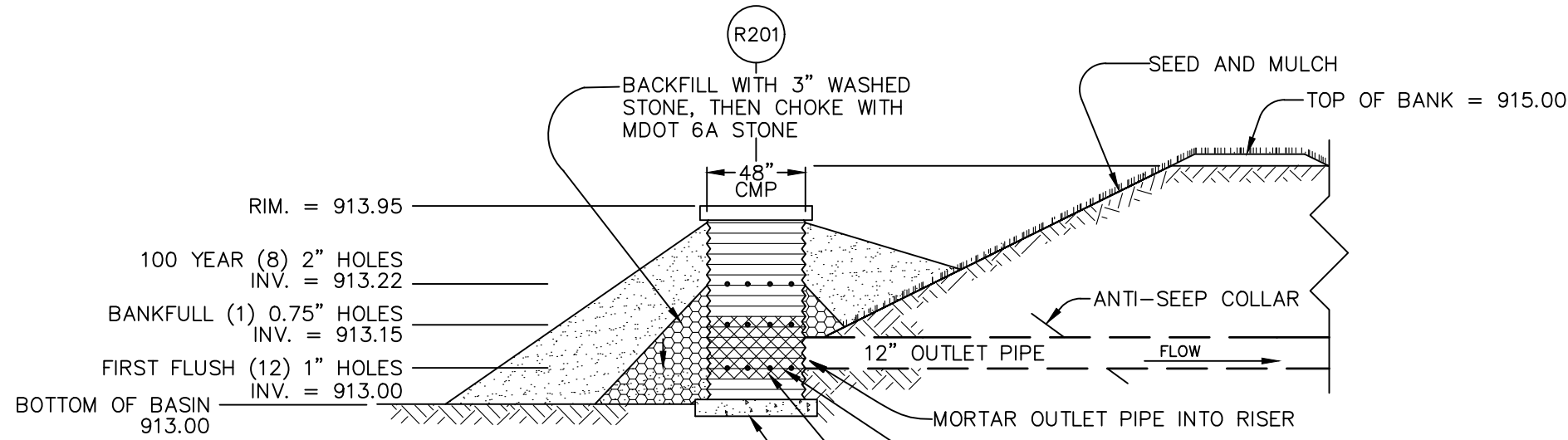
DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

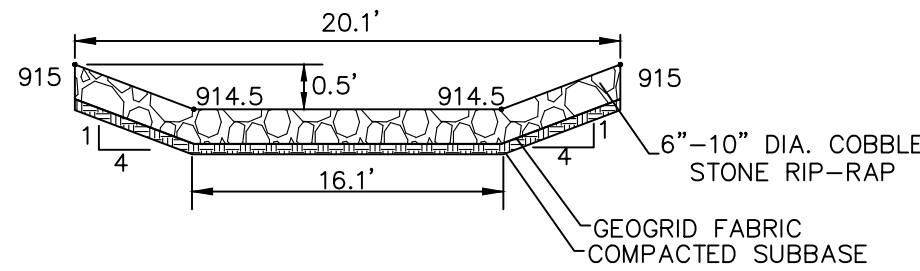
REVISIONS

| | | | |
|-----------|----------|-----|-----|
| SCALE | 0 | 50 | 100 |
| 1" = | 100 FEET | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | -- | | |
| JOB | 16001209 | | |
| SHEET NO. | 28 | | |

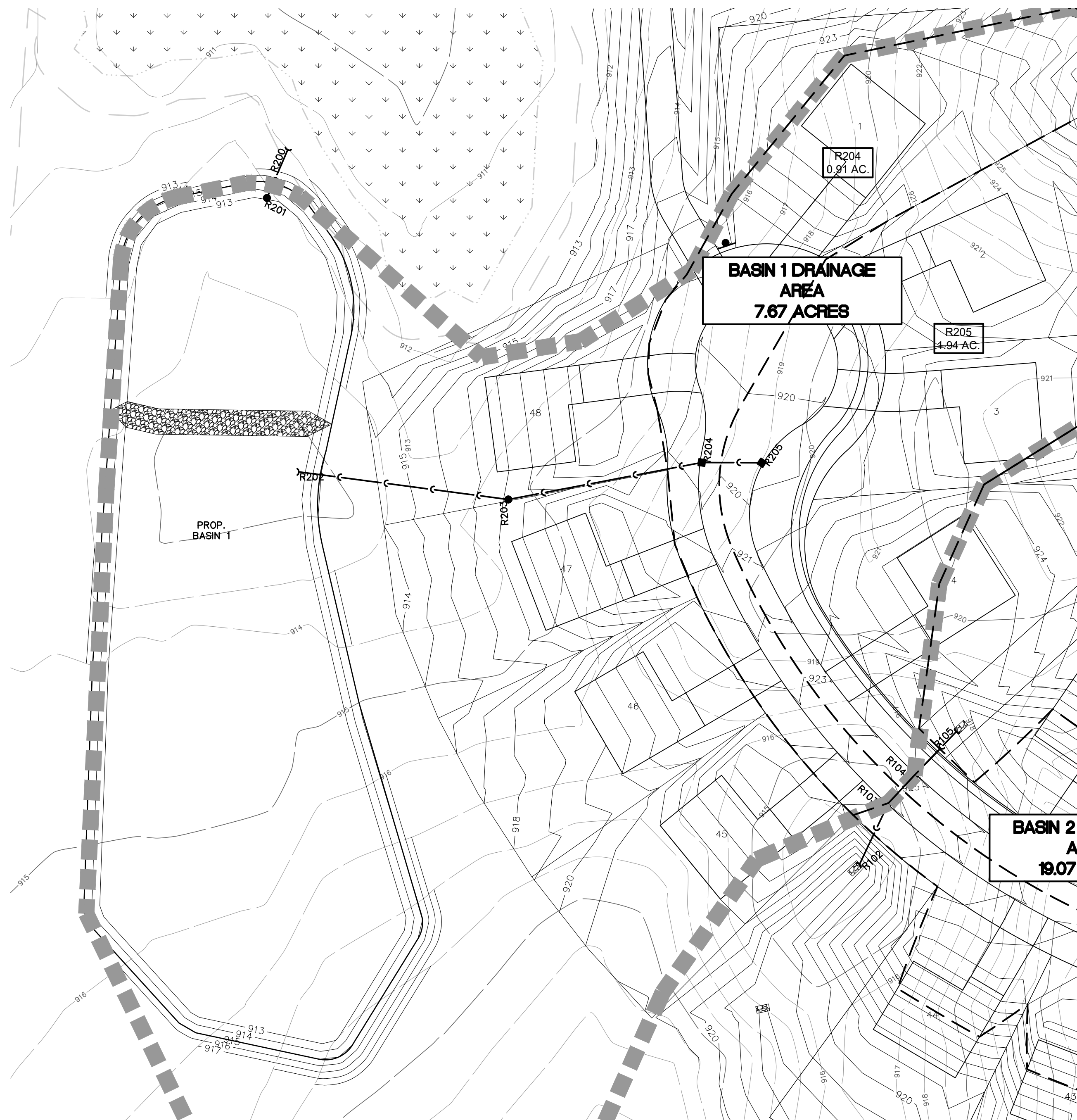
CAD FILE: 16001209SP-11-DWG



BASIN 1 OUTLET STRUCTURE DETAIL
NO SCALE



BASIN 1 OVERFLOW WEIR
NO SCALE



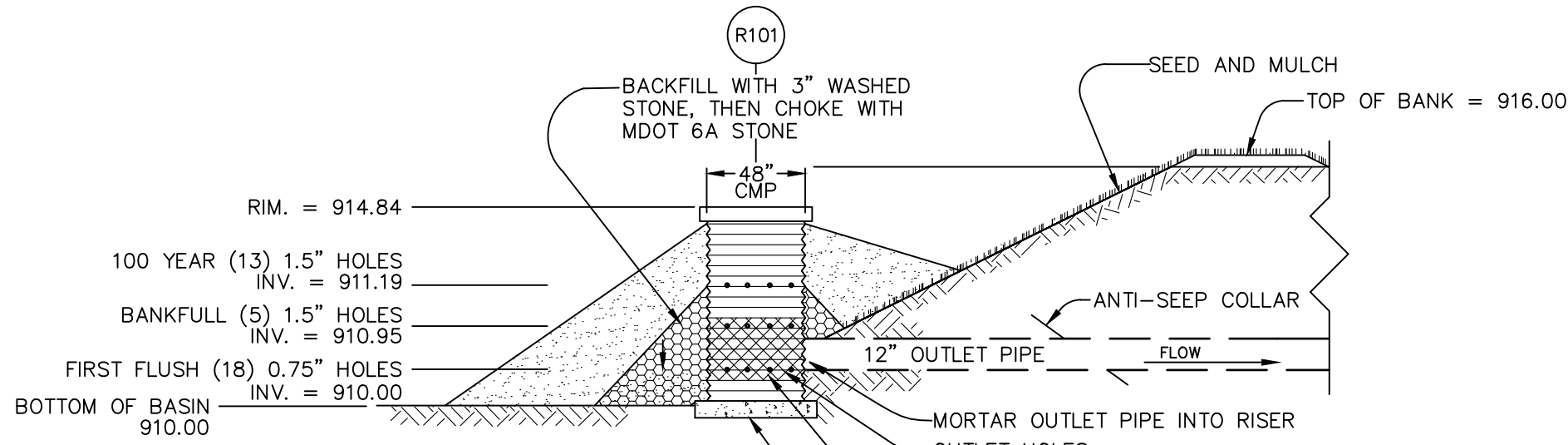
BASIN 1 DRAINAGE AREA
7.67 ACRES

BASIN 2 A
19.07

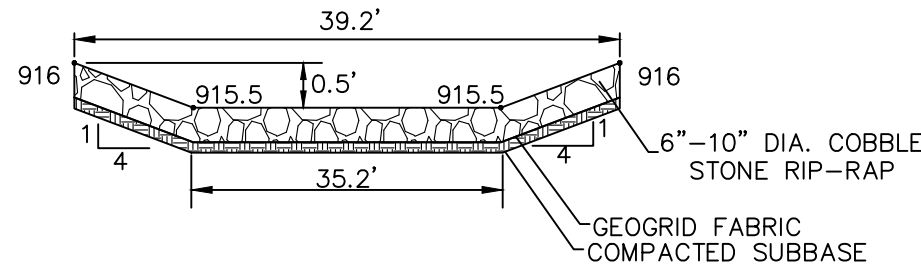
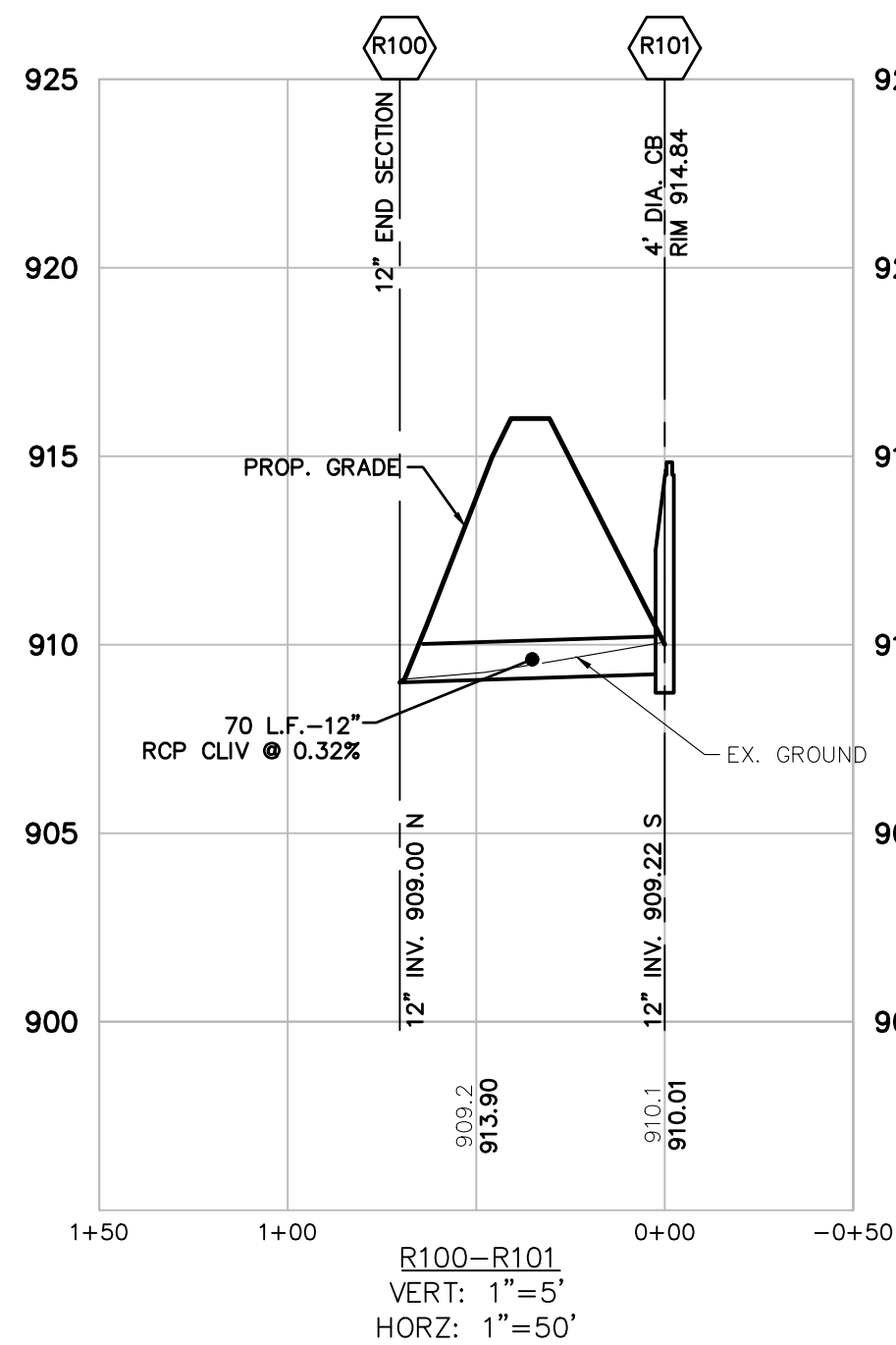
BASIN 1 DESIGN CALCULATIONS

| | | | | | | |
|--|-----------------------------------|--|-------------------------------|----------------------------------|--|-------------------------------|
| W1 | | Determining Post-Development Cover Types, Areas, Curve Numbers and runoff coefficients | | | | |
| Total Contributing Drainage Area = | | | | | 7.67 Acres | |
| Rational Method Variables | Cover Type | Soil Type | Area (sf) | Area (ac) | Runoff Coef | (c)(Area) |
| | Impervious (Pavement, Houses) | B | 50,340 | 1.16 | 0.95 | 47,823 |
| | Water (Pond) | B | 24,000 | 0.55 | 1.00 | 24,000 |
| | Lawn, Good Condition | B | 261,360 | 6.00 | 0.25 | 65,340 |
| | Total - Sum (c)(Area) = | | | | | 137,163 |
| Area Total (sf) = | | | | | 335,700 | |
| Weighted C-Sum(c)(Area)/Sum(ac) or Sum(sf) = | | | | | 0.41 | |
| NRCS Variables | Pervious Cover Type | Soil Type | Area (sf) | Area (ac) | Curve Number | (CN)(Area) |
| | Lawn, Good Condition | B | 261,360 | 6.00 | 61 | 15,942,960 |
| | Total - Sum (CN)(Area) = | | | | | 15,942,960 |
| | Area Total - Sum(ac) of Sum(sf) = | | | | | 261,360 |
| Weighted CN-Sum(CN)(Area)/Sum(ac) or Sum(sf) = | | | | | 61 | |
| NRCS Variables | Impervious Cover Type | Soil Type | Area (sf) | Area (ac) | Curve Number | (CN)(Area) |
| | Impervious (Pavement, Houses) | B | 50,340 | 1.16 | 98 | 4,933,320 |
| | Water (Pond) | B | 24,000 | 0.55 | 98 | 2,352,000 |
| | Total - Sum (CN)(Area) = | | | | | 7,285,320 |
| | Area Total - Sum(ac) of Sum(sf) = | | | | | 74,340 |
| Weighted CN-Sum(CN)(Area)/Sum(ac) or Sum(sf) = | | | | | 98 | |
| W2 First Flush Runoff Calculations (Vff) | | | | | | |
| A. | | Vff = (1") (1/12) (43560/1) (C) AC = | | | 11,415 | cf |
| W3 Predevelopment Bankfull Runoff Calculations (Vbf-pre) | | | | | | |
| A. | | 2 year/24 hour storm event | | P = | 2.35 | in rainfall |
| B. | | Pervious Cover CN (meadow - B, C, D soils) | | CN = | 58 | |
| C. | | S = (1000/CN) -10 | | S = | 7.24 | in |
| D. | | Q = (P-0.25)*2/(P+0.85) | | Q = | 0.10 | in runoff |
| E. | | Pervious Cover Area | | Area = | 335,700 | sf |
| F. | | Vbf-pre = Q(1/12)Area | | Vbf-pre = | 2,793 | cf |
| W4 Pervious Cover Post-development Bankfull Runoff Calculations (Vbf-per-post) | | | | | | |
| A. | | 2 year/24 hour storm event | | P = | 2.35 | in rainfall |
| B. | | Pervious Cover CN | | CN = | 61 | |
| C. | | S = (1000/CN) -10 | | S = | 6.39 | in |
| D. | | Q = (P-0.25)*2/(P+0.85) | | Q = | 0.15 | in runoff |
| E. | | Pervious Cover Area | | Area = | 261,360 | sf |
| F. | | Vbf-per-post = Q(1/12)Area | | Vbf-per-post = | 3,349 | cf |
| W5 Impervious Cover Post-development Bankfull Runoff Calculations (Vbf-imp-post) | | | | | | |
| A. | | 2 year/24 hour storm event | | P = | 2.35 | in rainfall |
| B. | | Impervious Cover CN | | CN = | 98 | |
| C. | | S = (1000/CN) -10 | | S = | 0.20 | in |
| D. | | Q = (P-0.25)*2/(P+0.85) | | Q = | 2.12 | in runoff |
| E. | | Pervious Cover Area | | Area = | 74,340 | sf |
| F. | | Vbf-imp-post = Q(1/12)Area | | Vbf-imp-post = | 13,144 | cf |
| W6 Pervious Cover Post-development 100-year Storm Runoff Calculations (V100-per-post) | | | | | | |
| A. | | 100 year storm event | | P = | 5.11 | in rainfall |
| B. | | Pervious Cover CN | | CN = | 61 | |
| C. | | S = (1000/CN) -10 | | S = | 6.39 | in |
| D. | | Q = (P-0.25)*2/(P+0.85) | | Q = | 1.44 | in runoff |
| E. | | Pervious Cover Area | | Area = | 261,360 | sf |
| F. | | V100-per-post = Q(1/12)Area | | V100-per-post = | 31,268 | cf |
| W7 Impervious Cover Post-development 100-year Storm Runoff Calculations (V100-imp-post) | | | | | | |
| A. | | 100 year storm event | | P = | 5.11 | in rainfall |
| B. | | Pervious Cover CN | | CN = | 98 | |
| C. | | S = (1000/CN) -10 | | S = | 0.20 | in |
| D. | | Q = (P-0.25)*2/(P+0.85) | | Q = | 4.87 | in runoff |
| E. | | Pervious Cover Area | | Area = | 74,340 | sf |
| F. | | V100-imp-post = Q(1/12)Area | | V100-imp-post = | 30,188 | cf |
| W8 Determine Time of Concentration (Tc-hrs) | | | | | | |
| User specified; assume 30 minutes | | | | | Total Time of Concentration (hrs) = | |
| | | | | | 0.50 | |
| W9 Runoff Summary & Onsite Infiltration Requirement | | | | | | |
| A. | | Runoff Summary from Previous Worksheets | | | | |
| | | Vff = | 11,415 | cf* | Total BF Volume (Vbf-pre) | |
| | | Vbf-pre = | 2,793 | cf | | |
| | | Vbf-per-post = | 3,349 | cf | | |
| | | Vbf-imp-post = | 13,144 | cf | | |
| | | V100-per-post = | 31,268 | cf | Total 100-year Volume (V100) | |
| | | V100-imp-post = | 30,188 | cf | 61,456 cf | |
| B. | | Determine Onsite Infiltration Requirement | | | | |
| | | Vbf-post = | 16,492 | cf | Onsite Infiltration Requirement (Vinf) = | |
| | | Vbf-pre = | 2,793 | cf | | |
| | | Bankfull Volume Difference = | 13,699 | cf* | | |
| | | 13,699 cf | | | | |
| W10 Detention / Retention Requirement | | | | | | |
| A. | | Qc = 238.6 (Tc) ^ -0.82 | | | 421.23 | cfs/in-mi^2 |
| B. | | Total Site Area | | | 7.67 | ac |
| C. | | Q100 = Q100-per + Q100-imp | | | 6.31 | in |
| D. | | Peak Flow (PF) = (Qc-Q100-A)/640 | | | 31.847 | cfs |
| E. | | Delta = PF - 0.15A | | | 30.696 | cfs |
| F. | | Vinf = (Delta/PF) x V100 - Vinf* | | | 59,236 | cf |
| * Vinf refers to total infiltration provided per worksheet W11 | | | | | | |
| W11 Determine Applicable BMPs and Associated Volume Credits | | | | | | |
| Proposed BMP | Area (ft^2) | Storage Depth (ft) | Storage Volume (ft^3) | Ave. Design Infil. Rate (in/hr)* | Infil. During Storm (ft^3) | Total Volume Reduction (ft^3) |
| Infiltration Basin | 0 | 0.0 | 0 | 2 | 0 | 0 |
| Total Volume Reduction Credit by Proposed Structural BMPs (Vinf) = | | | | | 0 cf | |
| *Results of Infiltration Testing ~42.15 in/hr for two (2) test pit locations near basin. Per WCWRC standards 10 in/hr will be used | | | | | | |
| Proposed BMP | Ave. Design Infil. Rate (ft/hr)* | Volume Rate (cf/hr) | Estimated Drawdown Time (hrs) | | | |
| Infiltration Basin | 0.1667 | 0 | #DIV/0! | | | |

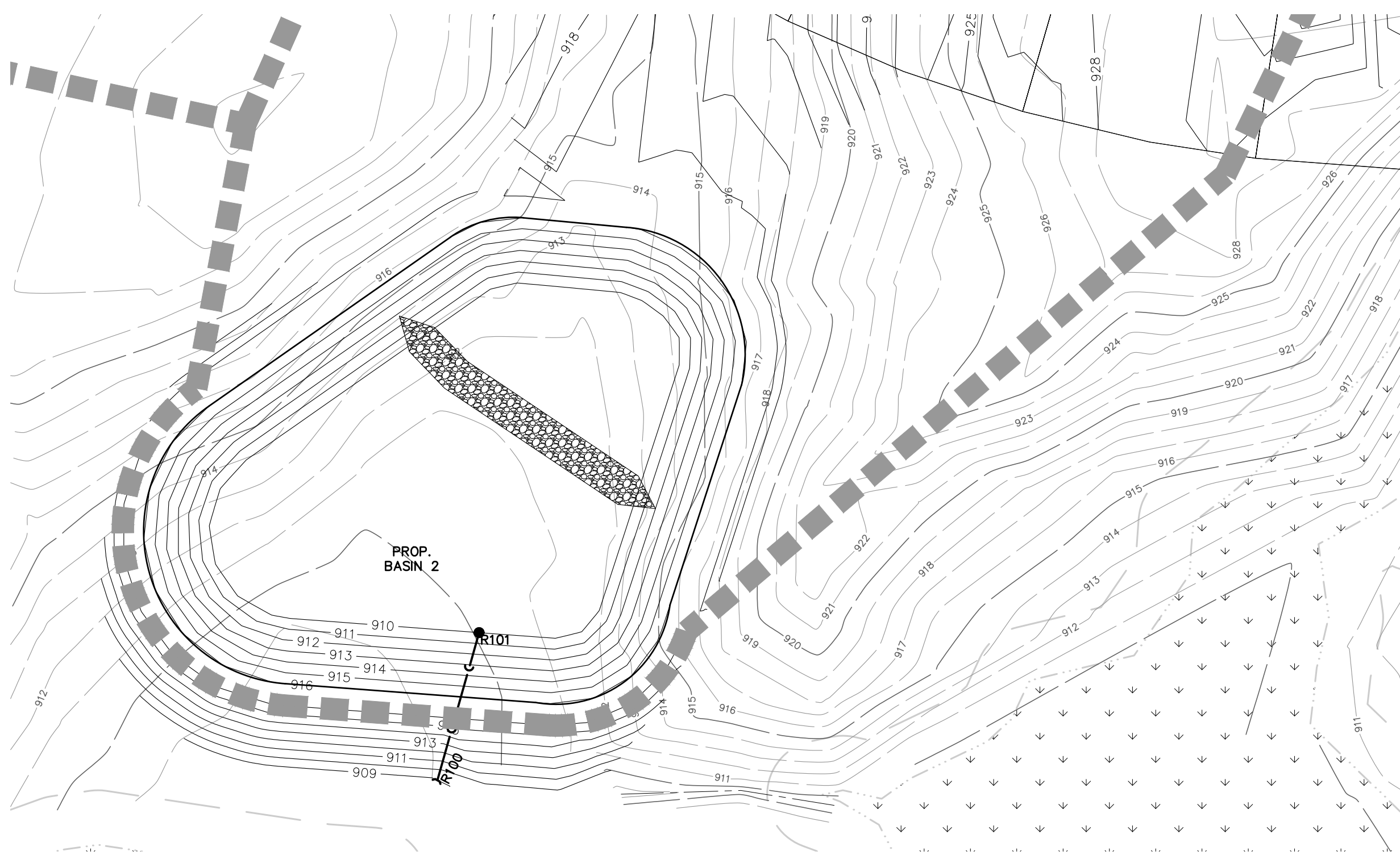
| W12 Infiltration / Detention Summary | | | | | | | | | |
|---|--------|-----------|-------|---------|----------------------------|--|--|--|--|
| Total Infiltration Required per WCWR Rules: | | | | | 13,699 cf | | | | |
| Total Infiltration Provided: | | | | | 0 cf | | | | |
| Difference: | | | | | (13,699) cf | | | | |
| % Deficiency: | | | | | 100.0% | | | | |
| Pro-Rated 20% Detention Penalty: | | | | | 20.0% | | | | |
| Total Detention Required | | | | | 59,236 cf | | | | |
| Total Detention Required including Penalty, if applicable | | | | | 71,083 cf | | | | |
| Basin Stage-Storage Summary: | | | | | | | | | |
| Elev. | Area | Avg. Area | Depth | Volume | | | | | |
| 915.0 | 84,670 | 81,395 | 1.0 | 156,303 | | | | | |
| 914.0 | 78,120 | 74,908 | 1.0 | 74,908 | | | | | |
| 913.0 | 71,695 | 0 | 0.0 | 0 | | | | | |
| Total Detention Provided above Infiltration portion: | | | | | 156,303 cf | | | | |
| Vff Elev. = | | | | | 913.15 | | | | |
| Vbf Elev. = | | | | | 913.22 | | | | |
| Vprovided Elev. = | | | | | 913.95 (1.05 ft freeboard) | | | | |
| Forebay Sizing | | | | | | | | | |
| Required Volume (Vfb) = 0.05 * V * 100 | | | | | 3,073 cf | | | | |
| Forebay Stage-Storage Summary: | | | | | | | | | |
| Elev. | Area | Avg. Area | Depth | Volume | | | | | |
| 915.0 | 65,426 | 62,781 | 1.0 | 120,363 | | | | | |
| 914.0 | 60,136 | 57,582 | 1.0 | 57,582 | | | | | |
| 913.0 | 55,027 | | | | | | | | |
| Vfb Elev. = | | | | | 913.13 | | | | |
| Outlet Control Structure Sizing | | | | | | | | | |
| 1. Standpipe outlet holes sizing - "first flush" runoff | | | | | | | | | |
| First Flush discharge should be released from in 24 hours | | | | | | | | | |
| Qff = Vff / 24 hrs / 3600 sec | | | | | Qff = 0.132 cfs | | | | |
| hff(ave) = 2/3 x (Xff - Xo) | | | | | hff(ave) = 0.102 ft | | | | |
| A(required) = Qff / 0.62 x sqrt(2*32.2*h) | | | | | A(required) = 0.083 sf | | | | |
| Selected Orifice Diameter = | | | | | 1 in | | | | |
| Area of each orifice = | | | | | 0.005 sf | | | | |
| Number of orifice holes required = | | | | | 12 holes at elev. 913.00 | | | | |
| Check First Flush discharge release time | | | | | | | | | |
| Aff(actual) = | | | | | 0.0654 ft² | | | | |
| Qff = A x 0.62 x sqrt(2*32.2*h) = | | | | | 0.1038 cfs | | | | |
| Tff = Vff / (Qff x 3600) | | | | | 30.5 hrs O.K. | | | | |
| 2. Standpipe outlet holes sizing - "Bankfull flood" discharge | | | | | | | | | |
| Bankfull should discharge within 36 to 48 hours | | | | | | | | | |
| Check release from first flush holes only | | | | | | | | | |
| hbf(ave) = 2/3 x (Xbf - Xo) | | | | | hbf(ave) = 0.147 ft | | | | |
| Qbf = A x 0.62 x sqrt(2*32.2*h) = | | | | | Qbf = 0.125 cfs | | | | |
| Tbf = Vbf / (Qbf x 3600) = | | | | | Tbf = 36.7 hrs | | | | |
| Add holes at to decrease storage time | | | | | | | | | |
| The first flush volume will discharge in Tff | | | | | = 30.5 hrs | | | | |
| Additional volume between Xbf and Xff = Vbf - Vff | | | | | = 5.077 cf | | | | |
| Target Bankfull Discharge Time = | | | | | = 40.0 hrs | | | | |
| Vbf = Target Discharge Time - Tff | | | | | = 9.5 hrs | | | | |
| Qbf - Qff = (Vbf - Vff) / ((42-Tff) x 3600) | | | | | = 0.15 cfs | | | | |
| Hff-(2/3)(Xbf-Xff)+(Xff-Xo) | | | | | = 0.20 ft | | | | |
| Q1=Aw(.62)/(SQRT(2gh)) | | | | | = 0.14 cfs | | | | |
| V1=VremQ1 | | | | | = 4.925 cf | | | | |
| V2=VremV1 | | | | | = 152 | | | | |
| Q2=V2/Trem | | | | | = 0.00 cfs | | | | |
| H2=(2/3)(X2r-X1r) | | | | | = 0.05 | | | | |
| A2u(required) | | | | | = 0.004 sf | | | | |
| Selected Orifice Diameter = | | | | | 0.75 in | | | | |
| Area of each orifice = | | | | | 0.0031 sf | | | | |
| Number of orifice holes required = | | | | | 1 holes at elev. 913.15 | | | | |
| 3. Standpipe outlet holes sizing - "100-yr flood" discharge | | | | | | | | | |
| Q100 = Qa | | | | | Q100 = 1.151 cfs | | | | |
| Release from above holes | | | | | | | | | |
| hff = (X100-Xo) | | | | | hff = 0.949 ft | | | | |
| hbf = (X100-Xff) | | | | | hbf = 0.797 ft | | | | |
| Q = A x 0.62 x sqrt(64.4*hff) + A x 0.62 x sqrt(64.4*hbf) = | | | | | 0.331 cfs | | | | |
| Remaining flow = | | | | | Q100-Q= 0.820 cfs | | | | |
| A = Q100 / (.62 x sqrt(2*32.2*h)) | | | | | A(required) = 0.855 sf | | | | |
| Selected Orifice Diameter = | | | | | 2 in | | | | |
| Area of each orifice = | | | | | 0.0218 sf | | | | |
| Number of orifice holes required = | | | | | 8 holes at elev. 913.22 | | | | |
| 4. Riser Outlet Pipe Design | | | | | | | | | |
| Outlet pipe designed to handle the 100-year restricted flow | | | | | | | | | |
| 100-year restricted flow = | | | | | Q = 0.33 cfs | | | | |
| Choose outflow pipe diameter = | | | | | d = 12 in | | | | |
| Choose outflow pipe slope = | | | | | S = 0.32 % | | | | |
| Assume roughness factor = | | | | | n = 0.013 | | | | |
| Flow velocity at 100-yr restricted flow (Mannings) = | | | | | V = 2.57 fps | | | | |
| Design Pipe Capacity = | | | | | = 2.02 cfs | | | | |
| Basin Overflow Weir | | | | | | | | | |
| Drainage Area, A = | | | | | 7.67 | | | | |
| C-Factor (C) = | | | | | 0.41 | | | | |
| Time of Conc. (T) = | | | | | 20 | | | | |
| Intensity (I) = | | | | | 6.11 ac | | | | |
| Design Flow (Q) = | | | | | 19.22 | | | | |
| | | | | | min | | | | |
| Weir Coef (C) = | | | | | 3.367 in/hr | | | | |
| | | | | | cfs | | | | |
| Invert of Weir = | | | | | 914.5 | | | | |
| Height of Weir (H) = | | | | | 0.5 | | | | |
| Min. Width of Weir (B) = | | | | | 16.1 ft | | | | |
| L= Q/(C x H^(3/2)) | | | | | | | | | |



BASIN 2 OUTLET STRUCTURE DETAIL
NO SCALE



BASIN 2 OVERFLOW WEIR
NO SCALE



BASIN 2 DESIGN CALCULATIONS

| W1 Determining Post-Development Cover Types, Areas, Curve Numbers and runoff coefficients | | | | | | |
|---|-------------------------------|-----------|-----------|-------------|-------------|-----------|
| Total Contributing Drainage Area = | | | | 19.07 Acres | | |
| Retained Method Variables | Cover Type | Soil Type | Area (sf) | Area (ac) | Runoff Coef | (c)(Area) |
| | Impervious (Pavement, Houses) | B | 98,500 | 2.26 | 0.95 | 93,575 |
| | Water (Pond) | B | 30,000 | 0.69 | 1.00 | 30,000 |
| | Lawn, Good Condition | B | 701,316 | 16.10 | 0.25 | 175,329 |
| Total - Sum (c)(Area) = | | | | 298,904 | | |
| Area Total (sf) = | | | | 829,816 | | |
| Weighted C-Sum(c)(Area)/Sum(ac) or Sum(sf) = | | | | 0.36 | | |

| N1CS Variables | | | | | | |
|--|-----------|-----------|-----------|--------------|------------|---|
| Pervious Cover Type | Soil Type | Area (sf) | Area (ac) | Curve Number | (CN)(Area) | |
| Lawn, Good Condition | B | 701,316 | 16.10 | 61 | 42,780,276 | 0 |
| Total - Sum (CN)(Area) = | | | | 42,780,276 | | |
| Area Total - Sum(ac) or Sum(sf) = | | | | 701,316 | | |
| Weighted CN-Sum(CN)(Area)/Sum(ac) or Sum(sf) = | | | | 61 | | |

| N1CS Variables | | | | | | |
|--|-----------|-----------|-----------|--------------|------------|---|
| Impervious Cover Type | Soil Type | Area (sf) | Area (ac) | Curve Number | (CN)(Area) | |
| Impervious (Pavement, Houses) | B | 98,500 | 2.26 | 98 | 9,653,000 | 0 |
| Water (Pond) | B | 30,000 | 0.69 | 98 | 2,940,000 | 0 |
| Total - Sum (CN)(Area) = | | | | 12,593,000 | | |
| Area Total - Sum(ac) or Sum(sf) = | | | | 128,500 | | |
| Weighted CN-Sum(CN)(Area)/Sum(ac) or Sum(sf) = | | | | 98 | | |

| W2 First Flush Runoff Calculations (Vff) | | | | | | |
|--|--------------------------------------|-----------|--|--|--|--|
| A. | Vff = (1") (1/12) (43560/1) (C) AC = | 24,921 cf | | | | |

| W3 Predevelopment Bankfull Runoff Calculations (Vbf-pre) | | | | | | |
|--|--|-----------|---------|-------------|--|--|
| A. | 2 year/24 hour storm event | P = | 2.35 | in rainfall | | |
| B. | Pervious Cover CN (meadow - 8,C,D soils) | CN = | 58 | | | |
| C. | S = (1000/CN) - 10 | S = | 7.24 | in | | |
| D. | Q = (P-0.25)^2/(P+0.85) | Q = | 0.10 | in runoff | | |
| E. | Pervious Cover Area | Area = | 829,816 | sf | | |
| F. | Vbf-pre = Q(1/12)Area | Vbf-pre = | 6,905 | cf | | |

| W4 Pervious Cover Post-development Bankfull Runoff Calculations (Vbf-per-post) | | | | | | |
|--|----------------------------|----------------|---------|-------------|--|--|
| A. | 2 year/24 hour storm event | P = | 2.35 | in rainfall | | |
| B. | Pervious Cover CN | CN = | 61 | | | |
| C. | S = (1000/CN) - 10 | S = | 6.39 | in | | |
| D. | Q = (P-0.25)^2/(P+0.85) | Q = | 0.15 | in runoff | | |
| E. | Pervious Cover Area | Area = | 701,316 | sf | | |
| F. | Vbf-per-post = Q(1/12)Area | Vbf-per-post = | 8,986 | cf | | |

| W5 Impervious Cover Post-development Bankfull Runoff Calculations (Vbf-imp-post) | | | | | | |
|--|----------------------------|----------------|---------|-------------|--|--|
| A. | 2 year/24 hour storm event | P = | 2.35 | in rainfall | | |
| B. | Impervious Cover CN | CN = | 98 | | | |
| C. | S = (1000/CN) - 10 | S = | 0.20 | in | | |
| D. | Q = (P-0.25)^2/(P+0.85) | Q = | 2.12 | in runoff | | |
| E. | Pervious Cover Area | Area = | 128,500 | sf | | |
| F. | Vbf-imp-post = Q(1/12)Area | Vbf-imp-post = | 22,720 | cf | | |

| W6 Pervious Cover Post-development 100-year Storm Runoff Calculations (V100-per-post) | | | | | | |
|---|-----------------------------|-----------------|---------|-------------|--|--|
| A. | 100 year storm event | P = | 5.11 | in rainfall | | |
| B. | Pervious Cover CN | CN = | 61 | | | |
| C. | S = (1000/CN) - 10 | S = | 6.39 | in | | |
| D. | Q = (P-0.25)^2/(P+0.85) | Q = | 1.44 | in runoff | | |
| E. | Pervious Cover Area | Area = | 701,316 | sf | | |
| F. | V100-per-post = Q(1/12)Area | V100-per-post = | 83,902 | cf | | |

| W7 Impervious Cover Post-development 100-year Storm Runoff Calculations (V100-imp-post) | | | | | | |
|---|-----------------------------|-----------------|---------|-------------|--|--|
| A. | 100 year storm event | P = | 5.11 | in rainfall | | |
| B. | Pervious Cover CN | CN = | 98 | | | |
| C. | S = (1000/CN) - 10 | S = | 0.20 | in | | |
| D. | Q = (P-0.25)^2/(P+0.85) | Q = | 4.87 | in runoff | | |
| E. | Pervious Cover Area | Area = | 128,500 | sf | | |
| F. | V100-imp-post = Q(1/12)Area | V100-imp-post = | 52,182 | cf | | |

| W8 Determine Time of Concentration (Tc-hrs) | | | | | | |
|---|--|--|--|--|--|--|
| User specified; assume 30 minutes | | | | Total Time of Concentration (hrs) = 0.50 | | |

| | | | | | | | | | |
|----|--|------------------------------|--------|-----|--|-------------------------------------|---------|----|--|
| W9 | Runoff Summary & Onsite Infiltration Requirement | | | | | | | | |
| A. | Runoff Summary from Previous Worksheets | | | | | | | | |
| | | V_{bf} = | 24,921 | cf* | | | | | |
| | | V_{bf-pre} = | 6,905 | cf | | | | | |
| | | $V_{bf-per-post}$ = | 8,986 | cf | | | | | |
| | | $V_{bf-imp-post}$ = | 22,720 | cf | | Total BF Volume (V_{bf-pre}) | 31,705 | cf | |
| | | $V_{100-per-post}$ = | 83,902 | cf | | | | | |
| | | $V_{100-imp-post}$ = | 52,182 | cf | | Total 100-year Volume (V_{100}) | 136,084 | cf | |
| B. | Determine Onsite Infiltration Requirement | | | | | | | | |
| | | $V_{inf-post}$ = | 31,705 | cf | | | | | |
| | | $V_{inf-pre}$ = | 6,905 | cf | | | | | |
| | | Bankfull Volume Difference = | 24,800 | cf* | | | | | |

| W10 Detention / Retention Requirement | | | | | | |
|---------------------------------------|--|--|--|---------|------|-----------|
| A. | Qb = 238.6 (Tc)^-0.82 | | | 421.23 | cf/s | in-mi^1/2 |
| B. | Total Site Area | | | 19.07 | ac | |
| C. | Q100 = Qb * 1.48 | | | 6.31 | in | |
| D. | Peak Flow (PF) = (Qb * Q100 * A) / 640 | | | 79.181 | cf/s | |
| E. | Delta = PF - 0.15A | | | 76.320 | cf/s | |
| F. | Vdet = (Delta/PF) * V100 * Vinf * | | | 131,168 | cf | |

* Vinf refers to total infiltration provided per worksheet W11

| W11 Determine Applicable BMPs and Associated Volume Credits | | | | | | |
|--|-------------|--------------------|-----------------------|----------------------------------|----------------------------|-------------------------------|
| Proposed BMP | Area (ft^2) | Storage Depth (ft) | Storage Volume (ft^3) | Ave. Design Infil. Rate (in/hr)* | Infil. During Storm (ft^3) | Total Volume Reduction (ft^3) |
| Infiltration Basin | 0 | 0.0 | 0 | 0 | 0 | 0 |
| Total Volume Reduction Credit by Proposed Structural BMPs (Vinf) = | | | | 0 cf | | |

*Results of Infiltration Testing = 42.15 in/hr for two (2) test pit locations near basin. Per WCWRC standards 10 in/hr will be used

| Proposed BMP | Ave. Design Infil. Rate (ft/hr)* | Volume Rate (cf/hr) | Estimated Drawdown Time (hrs) |
|--------------------|----------------------------------|---------------------|-------------------------------|
| Infiltration Basin | 0.0000 | 0 | #DIV/0! |

| W12 Infiltration / Detention Summary | | | |
|---|--|----------|----|
| Total Infiltration Required per WCWRC Rules: | | 24,921 | cf |
| Total Infiltration Provided: | | 0 | cf |
| Difference: | | (24,921) | cf |
| % Deficiency: | | 100.0% | |
| Pro-Rated 20% Detention Penalty: | | 20.0% | |
| Total Detention Required | | 131,168 | cf |
| Total Detention Required including Penalty, if applicable | | 157,402 | cf |

| Basin Stage-Storage Summary: | | | | |
|------------------------------|--------|-----------|-------|---------|
| Elev. | Area | Avg. Area | Depth | Volume |
| 916.0 | 45,681 | 43,728 | 1.0 | 208,078 |
| 915.0 | 41,775 | 39,900 | 1.0 | 164,350 |
| 914.0 | 38,025 | 36,228 | 1.0 | 124,450 |
| 913.0 | 34,430 | 32,713 | 1.0 | 88,223 |
| 912.0 | 30,995 | 29,355 | 1.0 | 55,510 |
| 911.0 | 27,715 | 26,155 | 1.0 | 26,155 |
| 910.0 | 24,595 | | | |

| | | |
|--|----------------------------|----|
| Total Detention Provided above infiltration portion: | 208,078 | cf |
| Vff Elev. = | 910.95 | |
| Vbf Elev. = | 911.19 | |
| Vprovided Elev. = | 914.83 (1.17 ft freeboard) | |

| | | | | | | |
|---------------------------------|-------|-----------|-------|--------|-------|----|
| Forebay Sizing | | | | | | |
| Required Volume (Vfb)=0.05*V100 | | | | | 6,804 | cf |
| Forebay Stage-Storage Summary: | | | | | | |
| Elev. | Area | Avg. Area | Depth | Volume | | |
| 912.0 | 8,980 | 8,071 | 1.0 | 14,418 | | |
| 911.0 | 7,161 | 6,348 | 1.0 | 6,348 | | |
| 910.0 | 5,534 | | | 0 | | |
| Vfb Elev. = | | | | 911.06 | | |

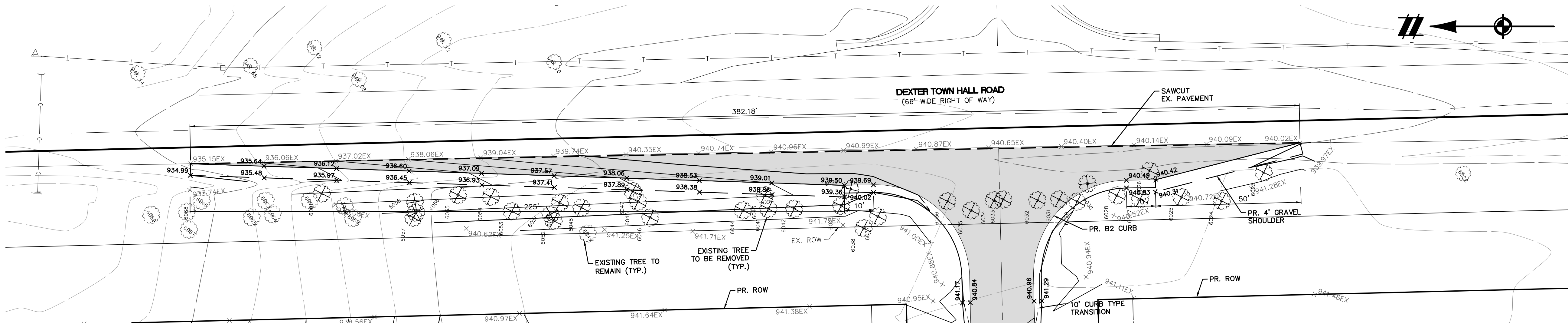
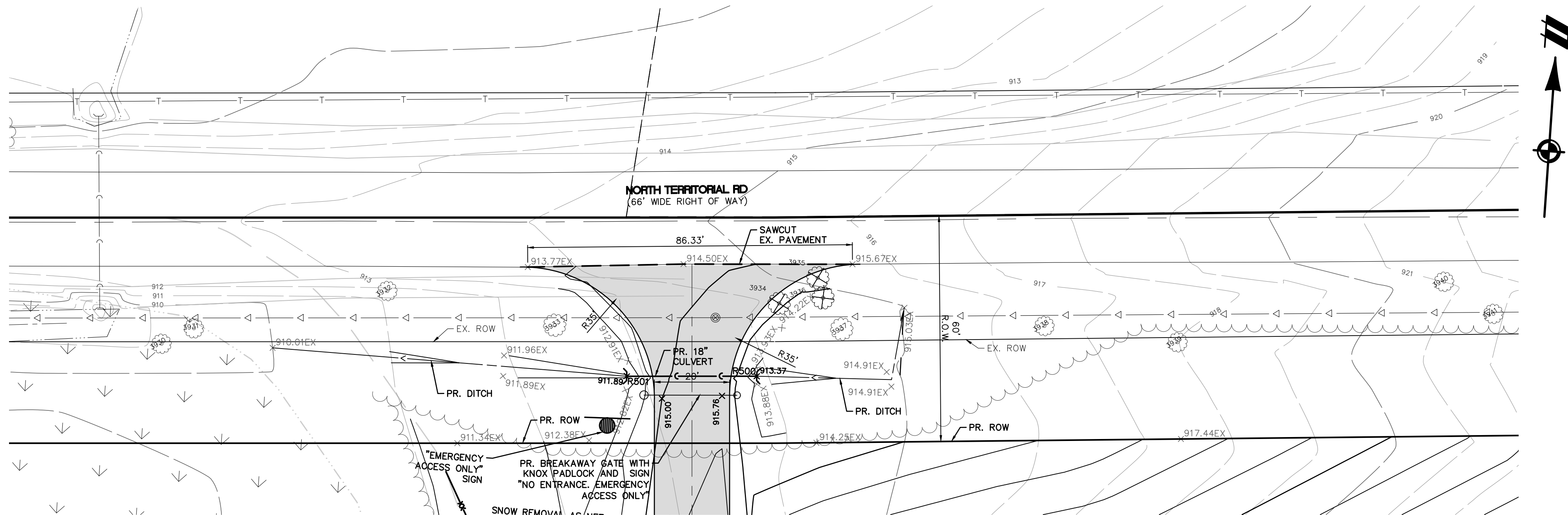
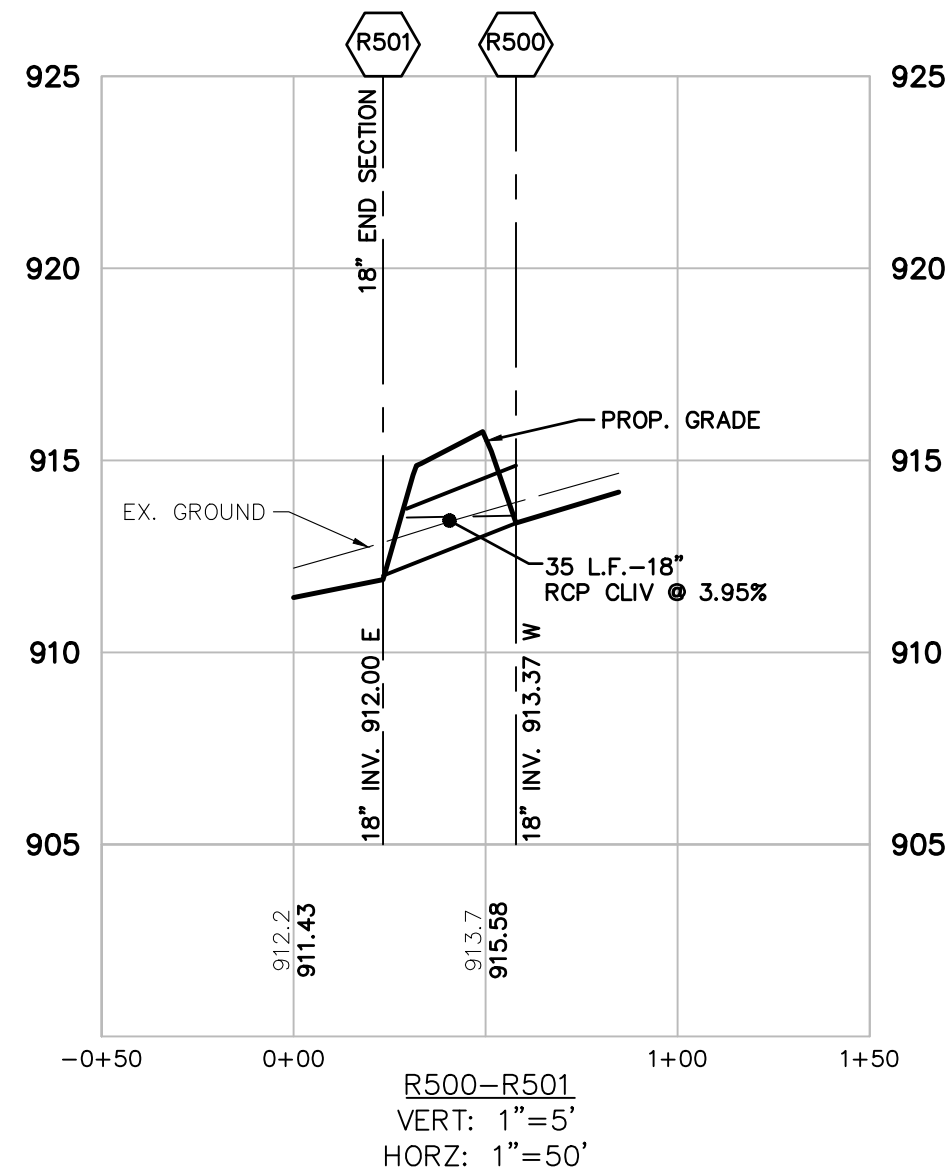
| Outlet Control Structure Sizing | | | | |
|---|--|---------------|-------|-----------------------|
| 1. Standpipe outlet holes sizing - "first flush" runoff | | | | |
| First Flush discharge should be released from in 24 hours | | | | |
| Qff = Vff / 24 hrs / 3600 sec | | Qff = | 0.288 | cfs |
| hff(ave) = 2/3 x (Xff - Xo) | | hff(ave) = | 0.635 | ft |
| Aff(required) = Qff / 0.62 x sqrt(2*32.2h) | | A(required) = | 0.073 | sf |
| Selected Orifice Diameter = | | | 0.75 | in |
| Area of each orifice = | | | 0.003 | sf |
| Number of orifice holes required = | | | 18 | holes at elev. 910.00 |

| | | | | |
|--|--|--|--------|------|
| Check First Flush discharge release time | | | | |
| Aff(actual) = | | | 0.0552 | ft^2 |
| Qff = A x 0.62 x sqrt(2*32.2h) | | | 0.2190 | cfs |
| Tff = Vff / (Qff x 3600) | | | 31.6 | hrs |
| O.K. | | | | |

| | | | | |
|---|--|------------|-------|-----|
| 2. Standpipe outlet holes sizing - "Bankfull flood" discharge | | | | |
| Bankfull should discharge within 36 to 48 hours | | | | |
| Check release from first flush holes only | | | | |
| hbf(ave) = 2/3 x (Xbf - Xo) | | hbf(ave) = | 0.793 | ft |
| Qbf = A x 0.62 x sqrt(2*32.2h) | | Qbf = | 0.245 | cfs |
| Tbf = Vbf / (Qbf x 3600) | | Tbf = | 36.0 | hrs |

| | | | | |
|---|--|--|--------|-----------------------|
| Add holes at to decrease storage time | | | | |
| The first flush volume will discharge in Tff | | | 31.6 | hrs |
| Additional volume between Xbf and Xff = Vbf - Vff | | | 6,784 | cf |
| Target Bankfull Discharge Time = | | | 36.0 | hrs |
| Vbf = Target Discharge Time - Tff | | | 4.4 | hrs |
| Qbf - Off = (Vbf - Vff) / ((42-Tff) x 3600) | | | 0.43 | cfs |
| Hff=(2/3)(Xbf-Xff)+(Xff-Xo) | | | 1.11 | ft |
| Qb=Abf(62)/SQRT(2gh) | | | 0.29 | cfs |
| V=Vrem-Qb | | | 4,574 | cf |
| V=Vrem-V1 | | | 2,210 | cf |
| Qb=V/Vrem | | | 0.14 | cfs |
| Hbf=(2/3)(Xbf-Xo) | | | 0.16 | ft |
| Abf(required) = | | | 0.071 | sf |
| Selected Orifice Diameter = | | | 1.5 | in |
| Area of each orifice = | | | 0.0123 | sf |
| Number of orifice holes required = | | | 5 | holes at elev. 910.95 |

| | | | | |
|---|--|---------------|--------|-----------------------|
| 3. Standpipe outlet holes sizing - "100-yr flood" discharge | | | | |
| Q100 = Qa | | Q100 = | 2.861 | cfs |
| Release from above holes | | | | |
| hff = (X100-Xo) | | hff = | 4.826 | ft |
| hbf = (X100-Xff) | | hbf = | 3.873 | ft |
| Q = A x 0.62 x sqrt(64.4*hff) + A x 0.62 x sqrt(64.4*hbf) | | | 1.204 | cfs |
| Remaining flow = | | | 1.656 | cfs |
| A = Q100 / (.62 x sqrt(2*32.2h)) | | A(required) = | 0.169 | sf |
| Selected Orifice Diameter = | | | 1.5 | in |
| Area of each orifice = | | | 0.0123 | sf |
| Number of orifice holes required = | | | 13 | holes at elev. 911.19 |

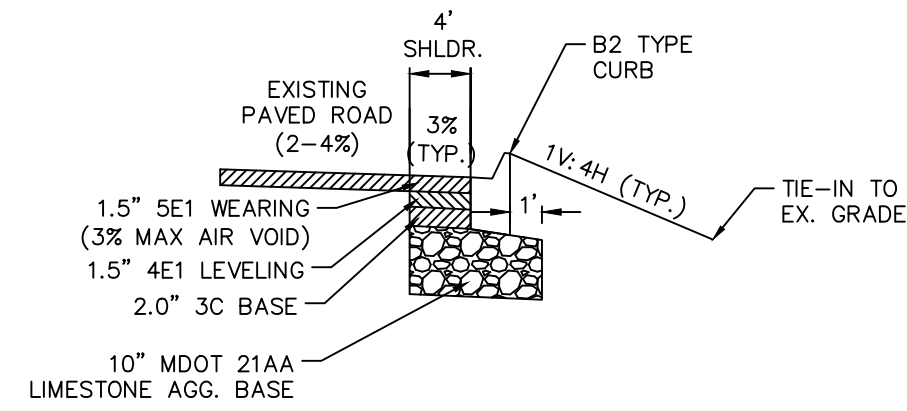


RIGHT OF WAY DEDICATION LEGAL DESCRIPTION

DESCRIPTION OF A 60 FOOT WIDE ROW DEDICATION (DEXTER TOWNHALL ROAD) LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N01°22'44"W (RECORDED AS N01°06'40"W) 548.78 FEET ALONG THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF DEXTER TOWN HALL ROAD (66 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE N87°20'54"W 60.15 FEET; THENCE N01°22'44"W 1812.60 FEET; THENCE N85°25'46"E 60.09 FEET; THENCE S01°22'44"E 1820.17 FEET ALONG THE EAST LINE OF SAID SECTION 16 AND THE CENTERLINE OF SAID DEXTER TOWN HALL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION 16, CONTAINING 2.502 ACRES OF LAND, MORE OR LESS.

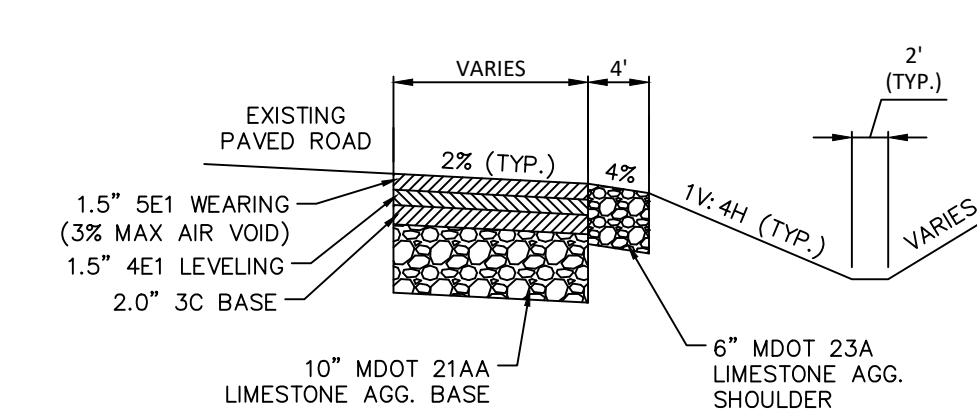
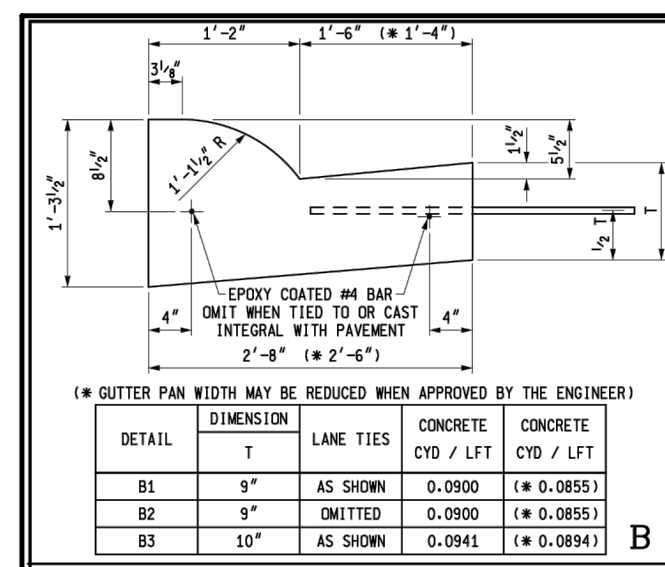
DESCRIPTION OF A 60 FOOT WIDE ROW DEDICATION (NORTH TERRITORIAL ROAD) LOCATED IN THE SOUTHEAST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 16, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°27'34"E 359.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 16 AND THE CENTERLINE OF QUIGLEY ROAD (66 FEET WIDE); THENCE N01°14'34"W 1215.53 FEET; THENCE S89°27'34"E 122.00 FEET; THENCE N04°48'27"E 1264.74 FEET FOR A PLACE OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE CENTERLINE OF NORTH TERRITORIAL ROAD (66 FEET WIDE): N86°02'06"E 433.78 FEET AND N85°27'06"E 386.78 FEET TO REFERENCE POINT 'A'; THENCE S04°13'19"E 60.00 FEET; THENCE S85°27'06"W 386.74 FEET; THENCE S86°02'06"W 443.34 FEET; THENCE N04°48'27"E 60.71 FEET TO THE PLACE OF BEGINNING;

ALSO: COMMENCING AT SAID REFERENCE POINT 'A'; THENCE N85°27'06"E 259.47 FEET ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING THE FOLLOWING TWO (2) COURSES ALONG THE CENTERLINE OF SAID NORTH TERRITORIAL ROAD: N85°27'06"E 284.87 FEET AND N85°25'46"E 310.96 FEET; THENCE S01°22'44"E 60.09 FEET; THENCE S85°25'46"W 307.61 FEET; THENCE S85°27'06"W 265.24 FEET; THENCE N04°13'19"W 60.00 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION 16, AND ALL OF THE ABOVE CONTAINING 1.928 ACRES OF LAND, MORE OR LESS.



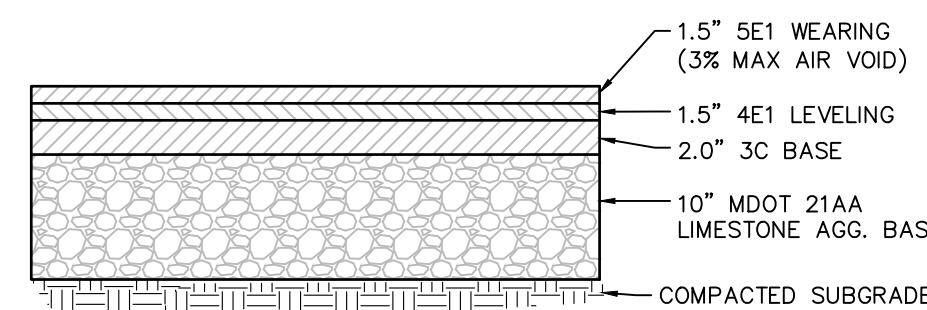
TYPICAL PAVEMENT WIDENING CROSS-SECTION (WITH CURB)

NOT TO SCALE



TYPICAL PAVEMENT WIDENING CROSS-SECTION (NO CURB)

NOT TO SCALE



R.O.W. ASPHALT PAVING SECTION

(FOR USE IN WCRP ROW)

NOT TO SCALE

GENERAL NOTES

1. THE REQUIRED HMA PAVEMENT CROSS SECTION FOR THE ROAD REPAIR/REPLACEMENT SHALL BE A MINIMUM OF 5-INCHES OF HMA, LVSP OVER 10-INCHES OF 21AA LESTONE. THE HMA THICKNESS SHALL MATCH THE EXISTING HMA THICKNESS IF IT IS GREATER THAN 4-INCHES.
2. ANY DAMAGE TO THE PUBLIC ROAD DURING THE CONSTRUCTION OF THE PROJECT SHALL REQUIRE AT A MINIMUM THE CONTRACTOR TO MILL OFF THE ENTIRE TRAVEL LANE OF WHERE THE DAMAGE OCCURRED AND RESURFACE THE ROADWAY'S 1.5-INCHES HMA TOP COURSE AT THE DIRECTION OF THE WCRP.
3. IMPROVEMENTS WITHIN THE DEXTER TOWNHALL ROAD RIGHT OF WAY AS WELL AS THE NORTH TERRITORIAL ROAD RIGHT OF WAY SHALL BE IN COMPLIANCE WITH AND PERMITTED BY THE WASHTENAW COUNTY ROAD COMMISSION (WCRC).

LEGEND

| | |
|--|---------------------------|
| | BOUNDARY LINE |
| | EXIST. EASEMENT |
| | SECTION LINE |
| | BOUNDARY/PROPERTY LINE |
| | SECTION CORNER |
| | EXIST. TREE LINE |
| | EXIST. FENCE |
| | EXIST. 1' CONTOUR |
| | EXIST. 5' CONTOUR |
| | EXIST. ASPHALT |
| | EXIST. GRAVEL |
| | EXIST. WATERS EDGE |
| | EXIST. SOILS |
| | EXIST. BUILDING |
| | EXIST. WATER MAIN |
| | EXIST. HYDRANT |
| | EXIST. VALVE |
| | EXIST. TREE |
| | EXIST. TREE TO BE REMOVED |

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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866.850.4200 www.atwell-group.com
311 NORTH MAIN STREET
ANN ARBOR, MI 48104
734.994.4000

SECTION 16

TOWN 01 SOUTH, RANGE 04 EAST

DEXTER TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

CLIENT

GUENTHER HOMES

11677 N. TERRITORIAL ROAD

DEXTER MI, 48130

FINAL SITE PLAN - DOLETZKY

ROW PLANS

DATE

JUNE 11, 2021

08/13/2021 PER TWP.

10/13/2021 PER TWP.

REVISIONS

SCALE 0 10 20

1" = 20 FEET

DR. SK CH. CR

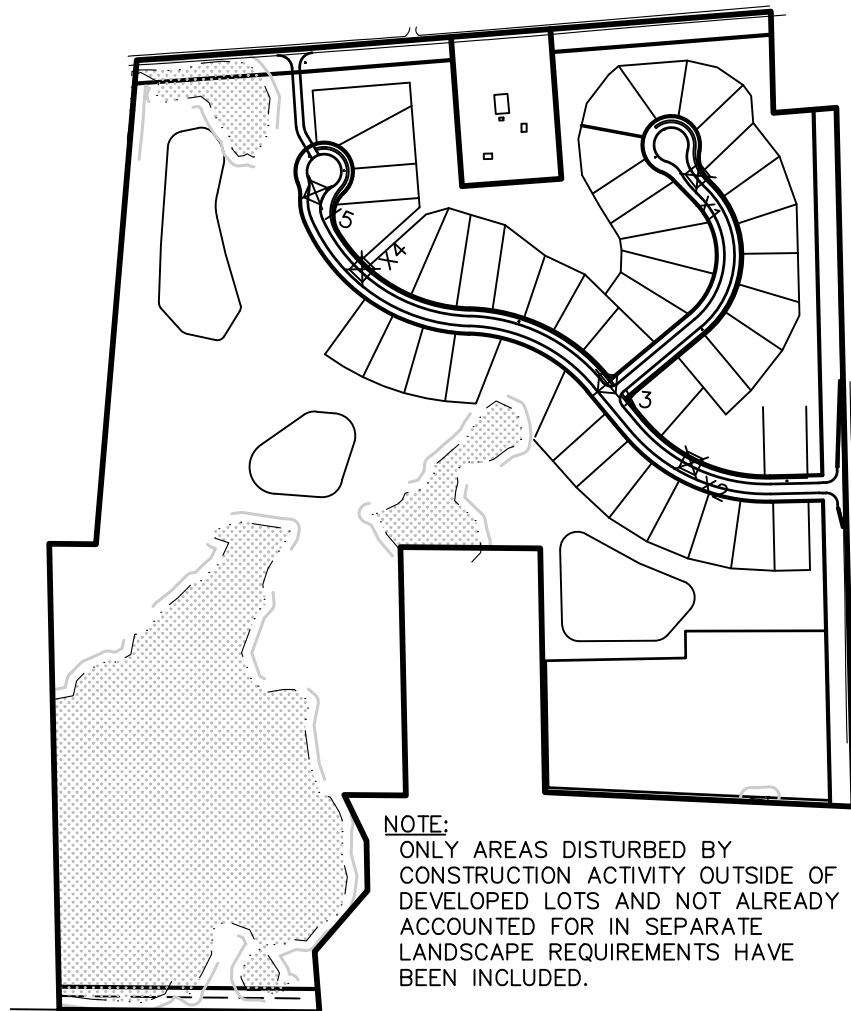
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BOOK --

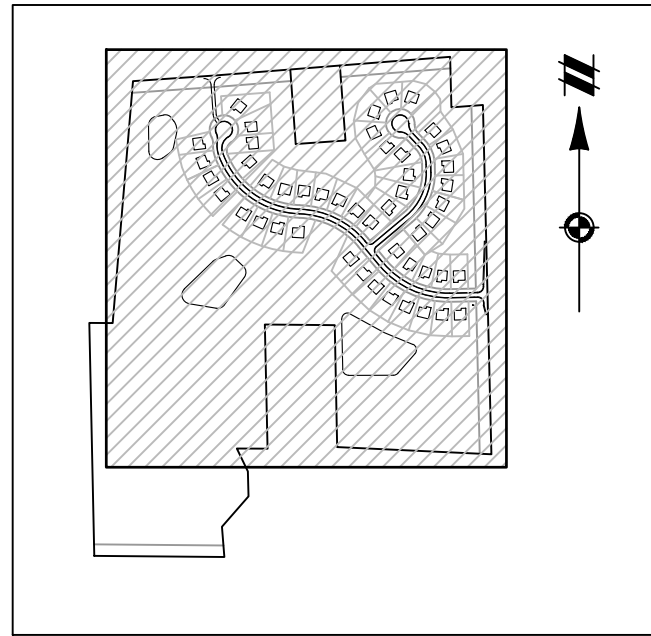
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SHEET NO.

32



LANDSCAPE SITE AREA
SCALE: 1" = 500 FEET



KEYMAP
SCALE: 1" = 1000 FEET

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES.
2. LANDSCAPING OPERATIONS, INCLUDING PLANTING OF TREES AND SHRUBS, SHALL NOT DAMAGE ANY UTILITY OR INTERRUPT ANY UTILITY SERVICE, AND SHALL NOT DAMAGE OR CREATE A NUISANCE AFFECTING ADJACENT PROPERTY, PUBLIC STREETS, OR SIDEWALKS.
3. PLANT AND GRASS MATERIALS SHALL BE INSTALLED ACCORDING TO GENERALLY ACCEPTED PLANTING PROCEDURES.
4. ALL BOULEVARDS, OPEN OR OTHERWISE DISTURBED AREAS THAT ARE NOT SPECIFIED WITH OTHER PLANTING, PAVING OR SEED MIXTURES SHALL BE PLANTED WITH A STANDARD PERMANENT GRASS SEED MIXTURE TO INDUSTRY STANDARDS.
5. LANDSCAPING MATERIALS THAT ARE UNSIGHTLY, DEAD, DYING, OR THAT BECOME UNHEALTHY BECAUSE OF DAMAGE, NEGLECT, DRAINAGE PROBLEMS, DISEASE, INSECT INFESTATION, OR OTHER CAUSES SHALL BE REPLACED WITHIN ONE YEAR, OR THE NEXT PLANTING PERIOD, WHICHEVER OCCURS FIRST. REPLACEMENT MATERIALS SHALL MEET ALL STANDARDS OF THE ORIGINAL INSTALLATION.
6. NO PLANT MATERIAL SHALL BE PLANTED CLOSER THAN 4 FEET FROM ANY PROPERTY LINE.
7. REMOVE ALL TWINE, WIRE, NURSERY GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALL. PEEL BACK THE BURLAP FROM EARTH BALLS AND REMOVE ANY BURLAP, TWINE OR WIRE AROUND THE TRUNK FLARE AND ABOVE.
8. RECOMMENDED PLANTING DATES ARE MARCH 15 TO JUNE 15 AND SEPTEMBER 15 TO NOVEMBER 15.

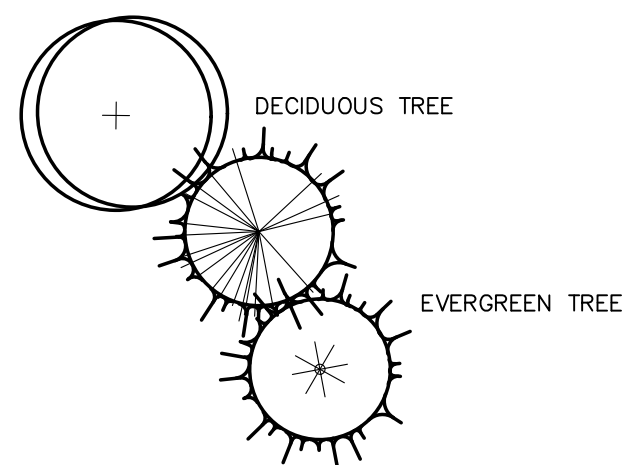
LANDSCAPE REQUIREMENTS

| | Location | Required | Provided |
|------------------|--|---|---|
| Frontage Buffer | Along N. Territorial Rd & Dexter Townhall Rd | 1 tree / 30 lf of frontage N. Territorial= 1,396 lf / 30 = 47 trees Dexter Townhall= 1,195 lf / 30 = 40 trees | Existing trees utilized to satisfy this requirement |
| Site Landscaping | Lot area disturbed by construction activity | 1 tree / 10,000 sf 898,343 sf / 10,000 = 90 trees | 35 Trees Provided @ 2 1/2" cal or 8' hgt Existing Trees Utilized to satisfy this requirement |

MASTER PLANT LIST

| KEY | SIGN TREES | SITE LANDSCAPE | TOTAL | BOTANICAL NAME | COMMON NAME | SIZE | NOTES |
|--------------------------|------------|----------------|-------|--|---------------------------|-----------------|-------|
| PROPOSED DECIDUOUS TREES | | | | | | | |
| AF | 4 | 4 | 8 | Acer rubrum 'Franksred' | Red Sunset Red Maple | 2 1/2" cal B&B | |
| GT | 4 | 4 | 8 | Gleditsia tricanthos var. inermis | Thornless Honeylocust | 2 1/2" cal B&B | |
| LT | 3 | 3 | 6 | Liiriodendron Tulipifera | Tulip Tree | 2 1/2" cal* B&B | |
| PC | 6 | 6 | 12 | Quercus bicolor | Swamp White Oak | 2 1/2" cal* B&B | |
| | 17 | 17 | 34 | | | | |
| PROPOSED EVERGREEN TREES | | | | | | | |
| AC | 8 | 0 | 8 | Abies concolor | White Fir | 8' hgt B&B | |
| PG | | 10 | 10 | Picea Glauca | Black Hills Spruce | 8' hgt B&B | |
| PS | | 8 | 8 | Pinus strobus | White Pine | 8' hgt B&B | |
| | 8 | 18 | 26 | | | | |
| Detention Basin Seed Mix | | | | Native Lo Pro Detention/Floodplain Mix by Genesis Nursery Tampico, IL (877) 817-5325 | (Basin Area) 14 lbs/ Acre | | |
| Seed Mix | | | | MDOT THM Mix | 220lbs/Acre | | |

NOTE:
•EXISTING TREES ARE BEING UTILIZED TO SATISFY THE FRONTAGE BUFFER REQUIREMENT AND SITE LANDSCAPE REQUIREMENT.



LEGEND

| | |
|--|--------------------------|
| | PROJECT BOUNDARY |
| | EXIST. ROW |
| | EXIST. EASEMENT |
| | EXIST. PIPELINE |
| | EXIST. REGULATED WETLAND |
| | EXIST. PIPELINE |
| | EXIST. PIPELINE |
| | EXIST. HOUSE |
| | EXIST. TREE |
| | PROP. RIGHT OF WAY |
| | PROP. DETENTION |
| | PROP. SETBACK |
| | PROP. LOT LINE |
| | PROP. BUILDING |
| | PROP. ASPHALT |
| | PROP. CURB |
| | PROP. DRIVEWAY |
| | PROP. FRANCHISE EASEMENT |
| | PROP. STORM SEWER |
| | PROP. END SECTION |
| | PROP. CATCH BASIN/INLET |

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell-group.com
311 NORTH MAIN STREET
ANN ARBOR, MI 48104
734.994.4000

SECTION 16
TOWN 01 SOUTH, RANGE 04 EAST
DEXTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
GUNTHER HOMES
11677 N. TERRITORIAL ROAD
DEXTER MI, 48130
FINAL SITE PLAN - DOLETZKY
OVERALL LANDSCAPE PLAN

DATE
JUNE 11, 2021

08/13/2021 PER TWP.
10/13/2021 PER TWP.

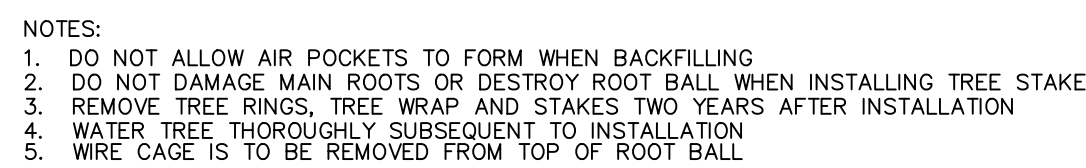
REVISIONS

| | | | |
|---------------|----------|-----|-----|
| SCALE | 0 | 50 | 100 |
| 1" = 100 FEET | | | |
| DR. | SK | CH. | CR |
| P.M. | TP | | |
| BOOK | -- | | |
| JOB | 16001209 | | |
| SHEET NO. | 33 | | |

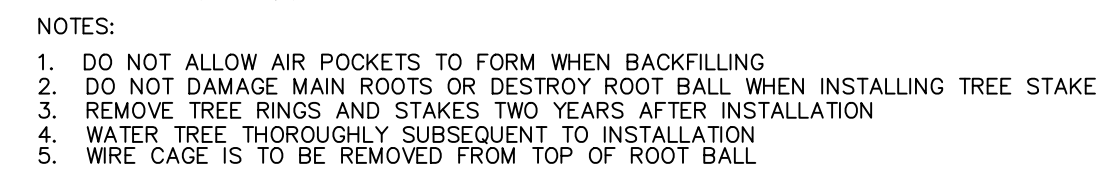
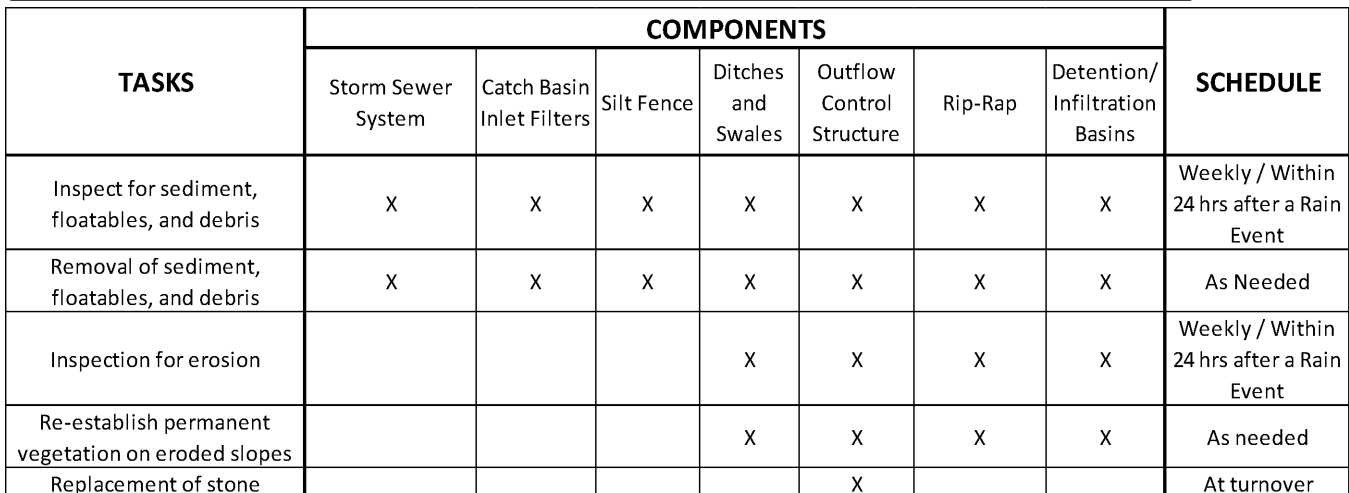
CAD FILE: 16001209SP-13-LS.DWG

| FROM STRUCT INPUT | TO STRUCT | TRIB AREA (AC) | RUNOFF COEFF | EQUIV AREA (AC) | DESIGN SUM AxC (AC) | TIME CONC. (MIN) | INTEN- SITY (INHR) | FLOW CAxI (CFS) | PIPE CAPAC. (CFS) <small>(See 2009)</small> | PIPE DIAM. (IN) | PIPE LENGTH (FT) | PIPE SLOPE (%) | MIN HG FOR Q (%) | MIN HG FOR Vmin (%) | HGL SLOPE (%) | VEL. FULL (FPS) | TIME OF FLOW (MIN) | UPPER END | LOWER END | UPPER END | LOWER END | UPPER END | LOWER END | PIPE MATCH R/L LOWER | DROP DOWN | ADD'L DROP LOWER | TOTAL DROP LOWER |
|-------------------------|--------------|----------------------|-----------------|-----------------------|---------------------------|------------------------|--------------------------|-----------------------|--|-----------------------|------------------------|----------------------|------------------------|---------------------------|---------------------|-----------------------|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------------------|--------------|------------------------|------------------------|
| BASIN 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R11A | R11 | 0.47 | 0.64 | 0.30 | 0.30 | 20.0 | 3.89 | 1.17 | 1.95 | 12 | 24 | 0.30 | 0.11 | 0.30 | 0.30 | 2.5 | 0.2 | 932.42 | 932.35 | 935.58 | 935.58 | 931.62 | 931.55 | 8 TENTHS | 0.00 | | |
| R11 | R10 | 0.33 | 0.58 | 0.19 | 0.49 | 20.2 | 3.87 | 1.06 | 1.95 | 12 | 160 | 0.30 | 0.28 | 0.30 | 0.30 | 2.5 | 1.1 | 932.35 | 931.87 | 935.58 | 935.49 | 931.55 | 931.51 | 8 TENTHS | 0.00 | | |
| R10 | R9 | 0.00 | 0.00 | 0.00 | 0.49 | 21.3 | 3.78 | 1.90 | 4.78 | 12 | 281 | 1.60 | 0.28 | 0.30 | 0.30 | 6.1 | 0.7 | 931.87 | 927.17 | 938.49 | 938.39 | 931.07 | 931.07 | 8 TENTHS | 0.00 | | |
| R9 | R8 | 0.47 | 0.58 | 0.27 | 1.09 | 20.0 | 3.72 | 4.06 | 1.13 | 12 | 37 | 4.00 | 1.30 | 0.30 | 1.30 | 9.1 | 0.1 | 927.17 | 925.70 | 930.39 | 929.52 | 926.37 | 924.90 | 8 TENTHS | 0.20 | | +0.20 |
| R8 | R7 | 0.59 | 0.65 | 0.39 | 1.48 | 22.1 | 3.72 | 5.50 | 5.59 | 15 | 24 | 0.75 | 0.72 | 0.23 | 0.72 | 4.8 | 0.1 | 925.70 | 925.52 | 929.52 | 929.52 | 924.70 | 924.52 | 8 TENTHS | 0.00 | | |
| R7 | R6 | 0.18 | 0.69 | 0.12 | 1.60 | 22.2 | 3.71 | 5.93 | 4.45 | 15 | 107 | 1.60 | 0.84 | 0.23 | 0.84 | 5.3 | 0.5 | 925.52 | 923.95 | 928.52 | 927.85 | 924.52 | 922.95 | 8 TENTHS | 0.20 | | +0.20 |
| R6 | R5 | 0.52 | 0.49 | 0.25 | 2.17 | 22.7 | 3.67 | 7.96 | 8.14 | 18 | 160 | 0.60 | 0.57 | 0.18 | 0.57 | 4.6 | 0.6 | 923.95 | 922.99 | 927.85 | 931.17 | 922.75 | 921.75 | 8 TENTHS | 0.00 | | |
| R5 | R4 | 0.49 | 0.52 | 0.26 | 3.67 | 23.3 | 3.62 | 13.30 | 17.42 | 18 | 201 | 2.75 | 1.60 | 0.18 | 1.60 | 9.9 | 0.3 | 922.99 | 917.45 | 931.17 | 921.21 | 921.79 | 918.25 | 8 TENTHS | 0.00 | +1.30 | +1.30 |
| R4 | R3 | 0.00 | 0.00 | 0.00 | 3.67 | 23.6 | 3.60 | 13.30 | 14.17 | 18 | 107 | 1.62 | 1.60 | 0.18 | 1.60 | 8.0 | 0.2 | 916.45 | 914.50 | 921.21 | 921.62 | 914.95 | 913.00 | END | 0.00 | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R6A | R6 | 0.55 | 0.59 | 0.32 | 0.32 | 20.0 | 3.89 | 1.24 | 1.95 | 12 | 24 | 0.30 | 0.12 | 0.30 | 0.30 | 2.5 | 0.2 | 924.62 | 924.55 | 927.85 | 927.85 | 923.82 | 923.75 | 8 TENTHS | 0.40 | +0.60 | +1.00 |
| R6A | R9 | 0.52 | 0.63 | 0.33 | 0.33 | 20.0 | 3.89 | 1.28 | 1.95 | 12 | 24 | 0.30 | 0.13 | 0.30 | 0.30 | 2.5 | 0.2 | 924.62 | 927.57 | 930.39 | 930.39 | 926.84 | 926.77 | 8 TENTHS | 0.00 | +0.40 | +0.40 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R14A | R14 | 1.44 | 0.42 | 0.60 | 0.60 | 20.0 | 3.89 | 2.33 | 5.01 | 12 | 90 | 1.68 | 0.43 | 0.30 | 0.43 | 6.4 | 0.2 | 930.63 | 929.64 | 930.63 | 930.63 | 930.63 | 928.94 | 8 TENTHS | 0.00 | | |
| R14 | R13 | 0.54 | 0.52 | 0.28 | 0.88 | 20.2 | 3.87 | 3.41 | 3.56 | 12 | 125 | 1.00 | 0.91 | 0.30 | 0.91 | 4.5 | 0.5 | 929.04 | 927.94 | 934.00 | 933.61 | 928.24 | 926.24 | 8 TENTHS | 0.00 | | |
| R13 | R12 | 0.00 | 0.00 | 0.00 | 0.88 | 20.7 | 3.83 | 3.41 | 3.56 | 12 | 48 | 1.00 | 0.91 | 0.30 | 0.91 | 4.5 | 0.2 | 927.94 | 927.31 | 933.61 | 931.17 | 926.99 | 925.98 | 8 TENTHS | 0.00 | | |
| R12 | R5 | 0.56 | 0.64 | 0.36 | 1.24 | 20.9 | 3.81 | 4.73 | 7.18 | 12 | 24 | 1.80 | 1.76 | 0.30 | 1.76 | 6.1 | 0.1 | 927.31 | 926.88 | | | | | | | | |

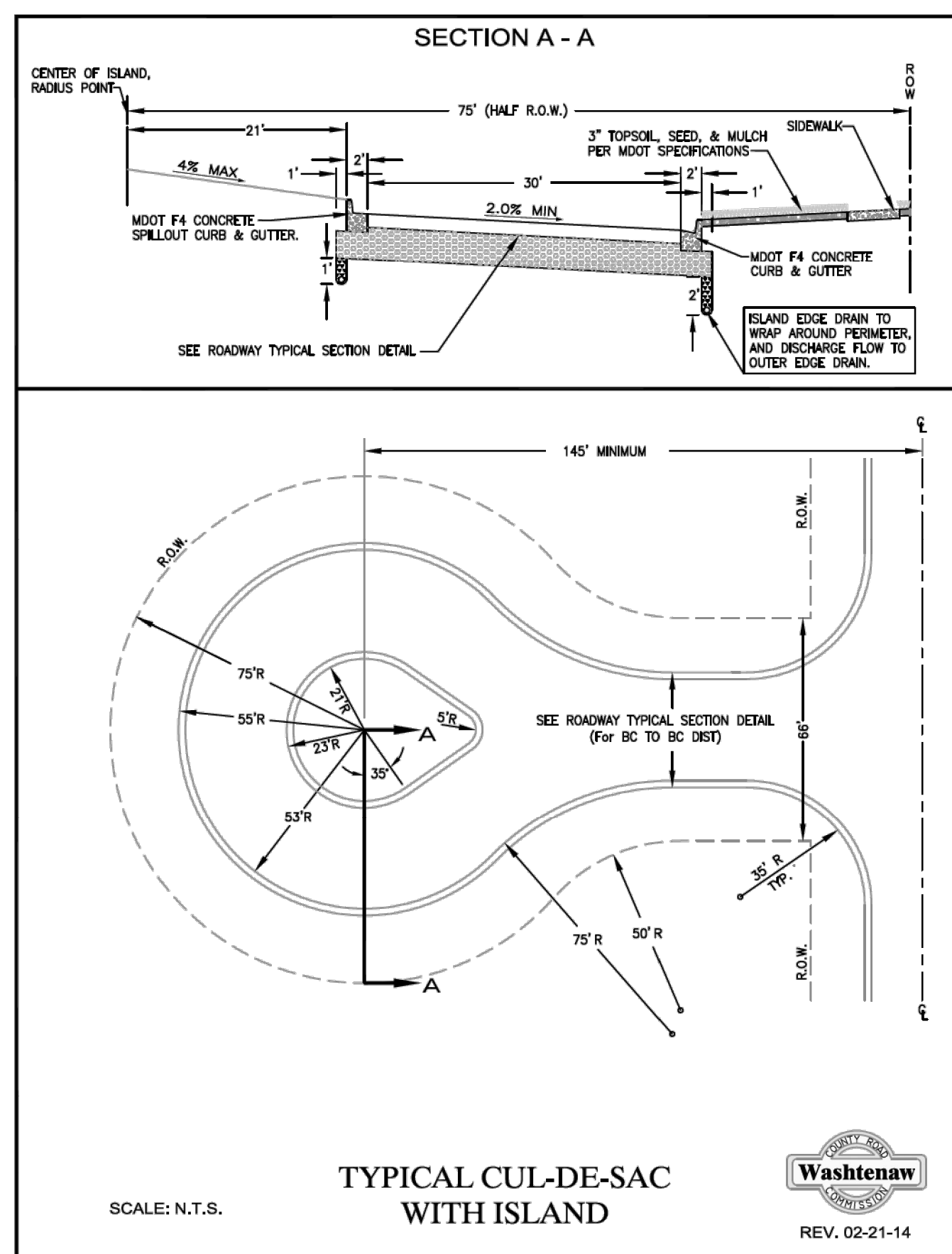
| TASKS | COMPONENTS | | | | | SCHEDULE | Annual Cost |
|---|--------------------|--------------------|---------------------------|-----------------------|-------------------------------|--------------------|-------------|
| | Storm Sewer System | Ditches and Swales | Outflow Control Structure | Pond Outlet & Rip-Rap | Detention/Infiltration Basins | | |
| Inspect for sediment, floatables, and debris | X | | X | | X | Annually | \$ 600.00 |
| Removal of sediment, floatables, and debris | X | X | X | | X | As Needed | \$ 1,400.00 |
| Inspection for erosion | | X | X | X | X | Quarterly | \$ 300.00 |
| Re-establish permanent vegetation on eroded slopes | | X | X | X | X | As needed | \$ 500.00 |
| Replacement of stone | | X | X | X | | As Needed | \$ 700.00 |
| Mowing | | X | | | | 1-2 times per year | \$ 400.00 |
| Inspect Stormwater system components during wet weather and compare to as-built plans | X | X | X | X | X | Annually | \$ 400.00 |
| Make adjustments as determined by annual inspection | X | X | X | X | X | As needed | \$ 500.00 |
| Note: Stormwater maintenance is the responsibility of the home owners association. | | | | | | Total Cost= | \$ 4,800.00 |



NO SCALING



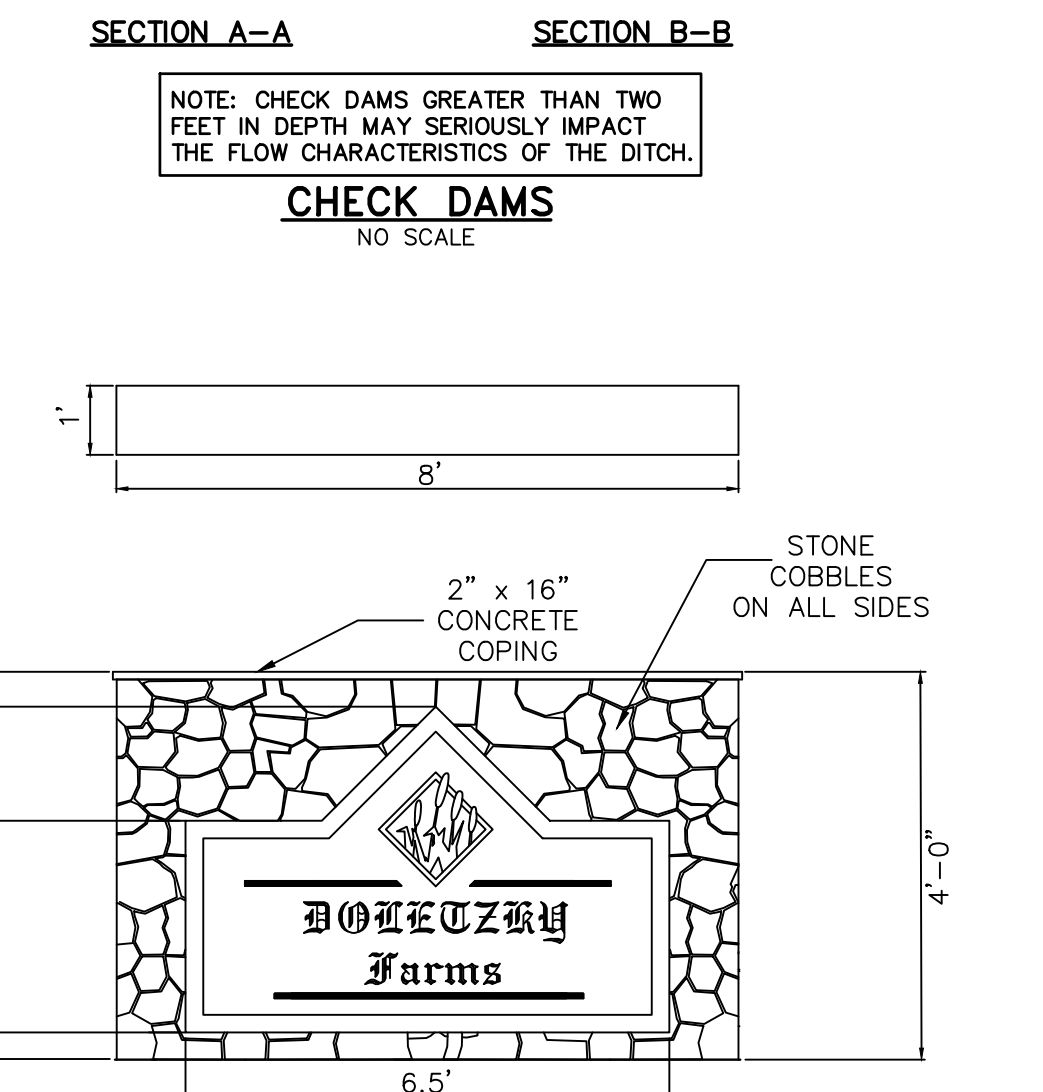
NO SCALE



L=DISTANCE BETWEEN CHECK DAMS,
SUCH THAT POINTS A AND B ARE AT
EQUAL ELEVATIONS

PLAN VIEW

Diagram showing the plan view and cross-section of a trench for sand bag placement. The plan view shows a trench with sand bags placed in a grid pattern, with dimensions 1' and 2' indicated. The cross-section shows the trench depth and the placement of sand bags, with a note indicating that coarse aggregate or sand bags may be used.



CONCEPTUAL ENTRANCE SIGN DETAIL

NOT TO SCALE

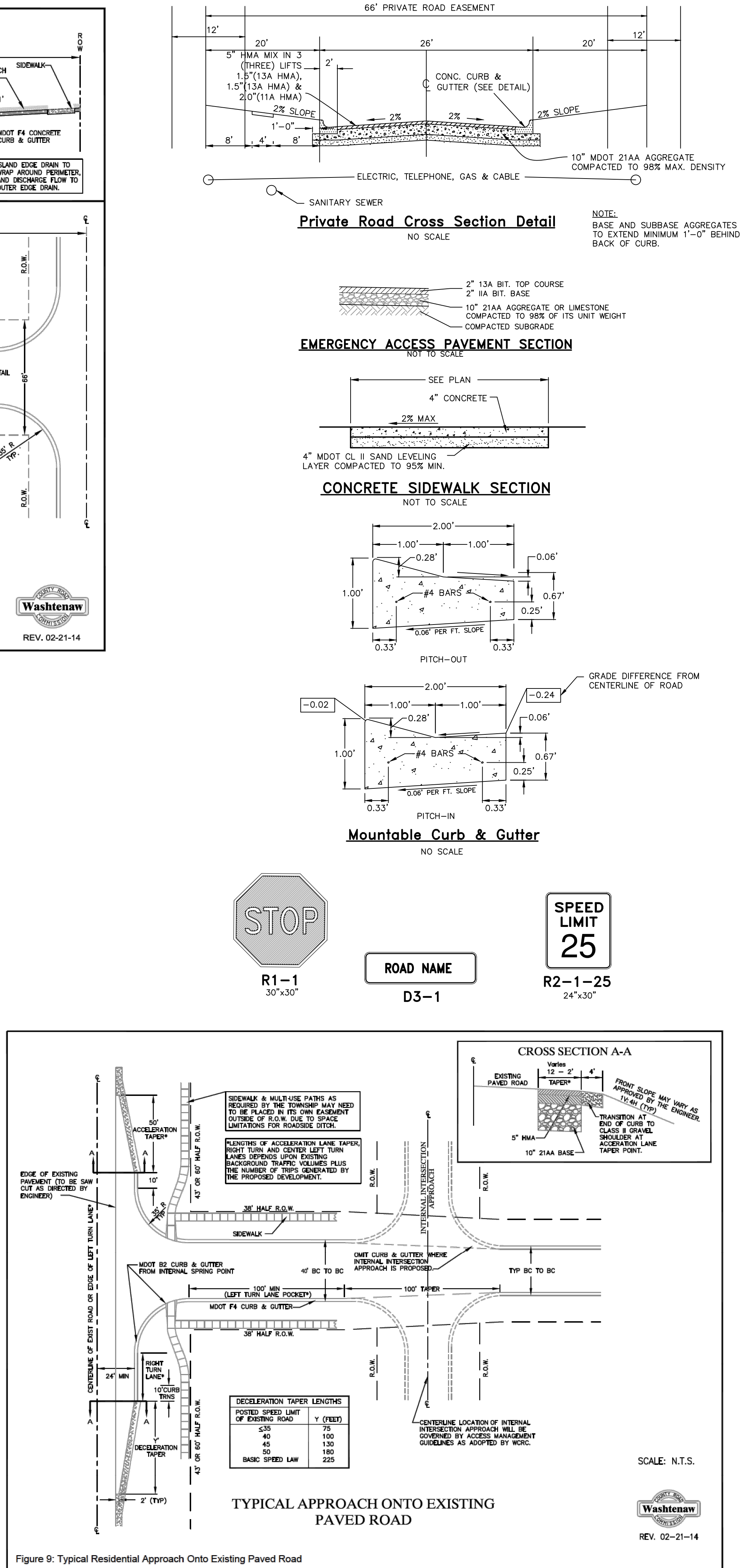
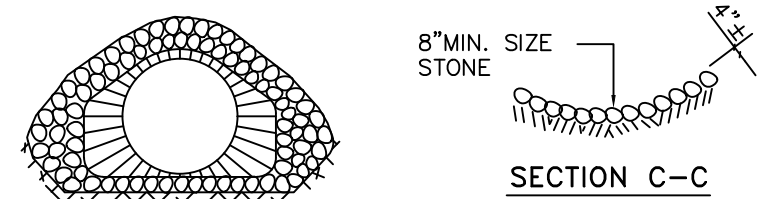


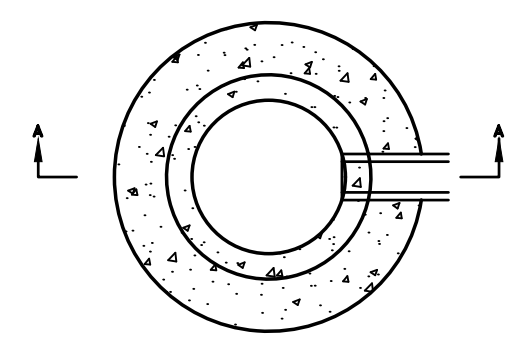
Figure 9: Typical Residential Approach Onto Existing Paved Road



| PIPE DIAM. | D | E | F | S.Y. |
|---------------|--------|--------|-------|------|
| 12" | 5'-0" | 6'-6" | 3'-0" | 4 |
| 15" | 5'-0" | 7'-0" | 3'-0" | 4 |
| 18" | 5'-0" | 7'-6" | 3'-6" | 4 |
| 21" | 5'-6" | 8'-0" | 4'-0" | 5 |
| 24" | 6'-0" | 8'-6" | 4'-6" | 5 |
| 27" | 6'-6" | 9'-0" | 5'-0" | 6 |
| 30" | 7'-0" | 9'-6" | 5'-6" | 8 |
| 36" | 8'-0" | 10'-9" | 6'-0" | 10 |
| 42" | 9'-0" | 11'-9" | 6'-6" | 12 |
| 48" | 10'-0" | 13'-0" | 7'-0" | 14 |

PRECAST CONCRETE

1. ALL JOINTS MADE WATERTIGHT WITH APPROVED MASTIC MATERIAL AND POINTED
2. MAXIMUM DEPTH OF 2'-0" DIA. CATCH BASIN TO BE 5'-0"
3. ALL CURB INLET COMPONENT PARTS SHALL HAVE THE NAME OF THE MANUFACTURER STENCILED ON THE INSIDE. THE LETTERING SHALL BE A MINIMUM OF 4" HIGH.

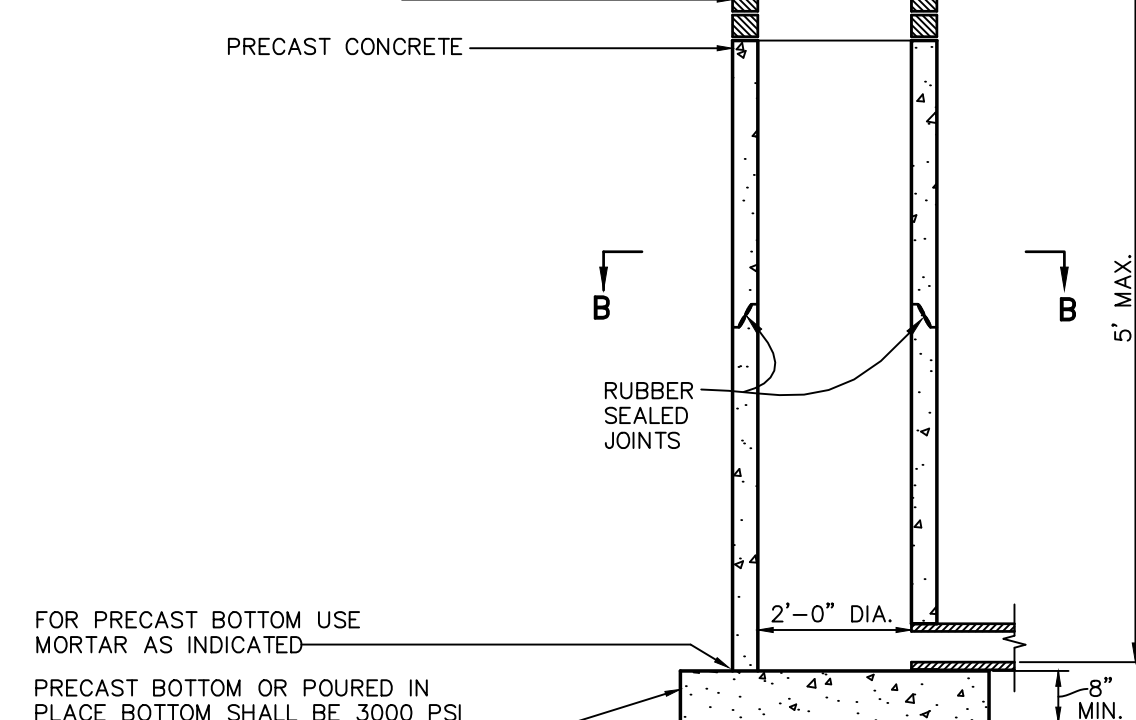


SECTION B-B
NO SCALE

CATCH BASIN FRAME SET IN 1/2" MORTAR

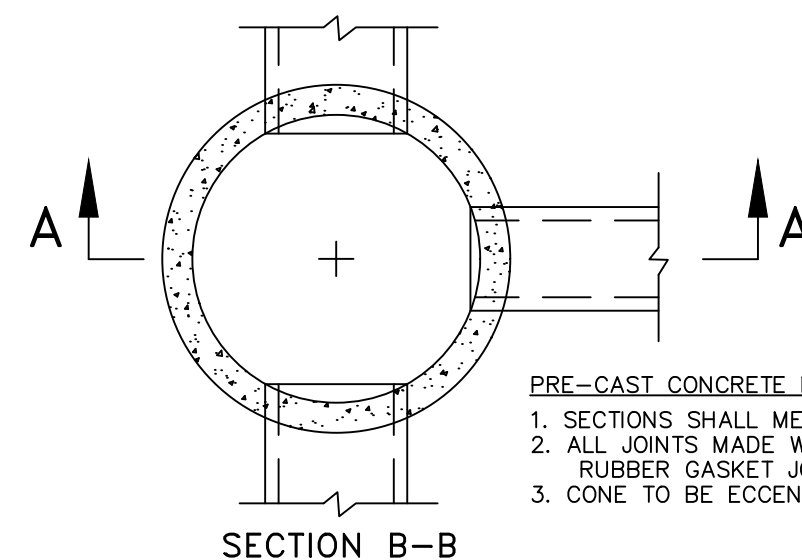
MAXIMUM OF 3 BRICK COURSES ON TOP FOR GRADE ADJUSTMENT

The diagram shows a cross-section of a catch basin frame. The frame is a rectangular structure with a central opening. It is set into a thick layer of mortar, indicated by diagonal hatching. Above the mortar, there are three courses of bricks, also indicated by diagonal hatching, which are used to adjust the grade. A dimension line on the right indicates the height of the mortar and brick assembly. A label 'CATCH BASIN FRAME SET IN 1/2" MORTAR' points to the mortar layer. Another label 'MAXIMUM OF 3 BRICK COURSES ON TOP FOR GRADE ADJUSTMENT' points to the brick courses.



SECTION A-A
NO SCALE

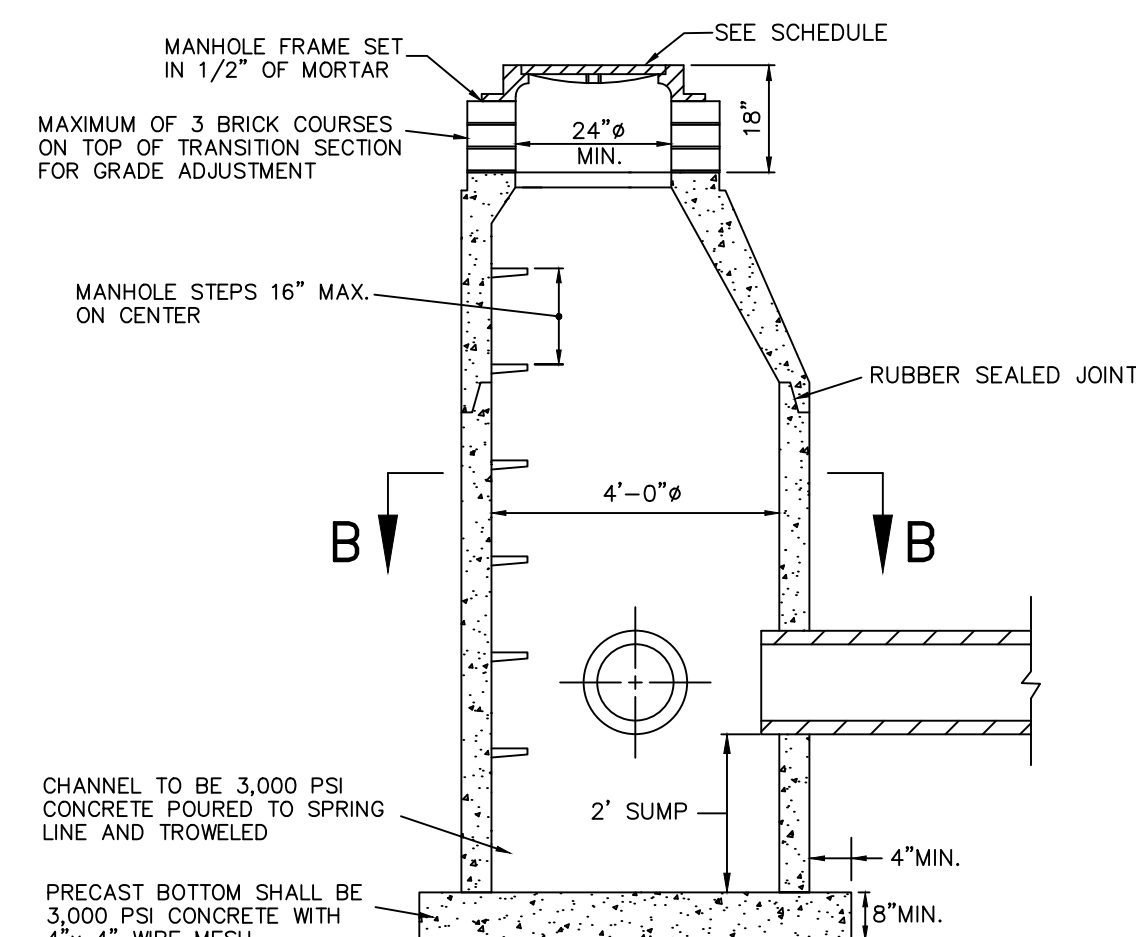
2' DIAMETER CATCH BASIN
NO SCALE



SECTION B-B

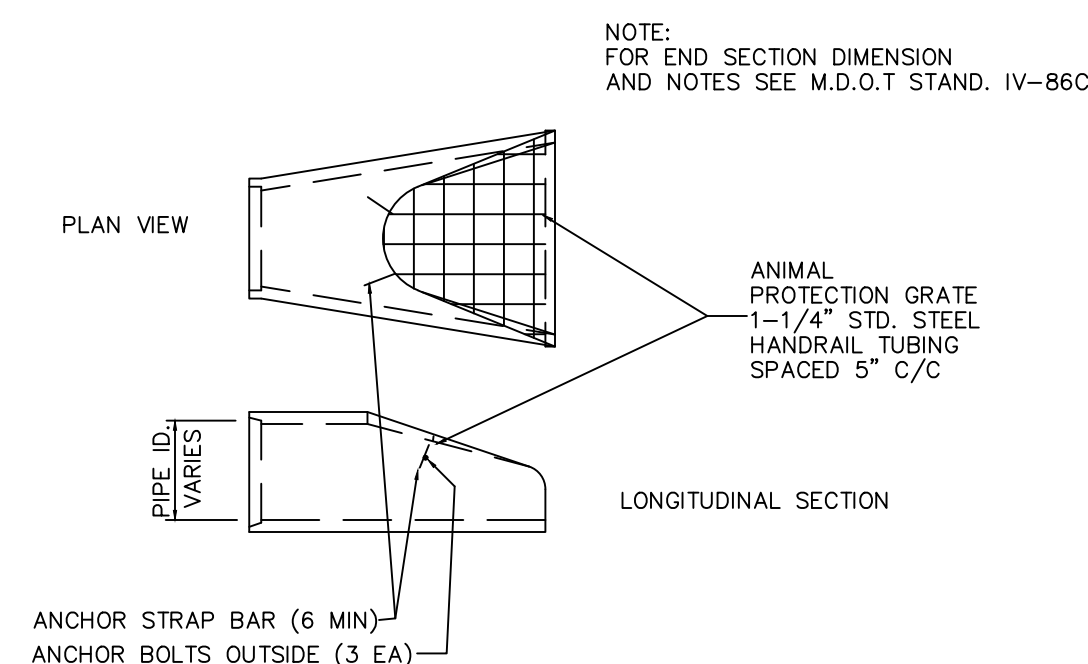
PRE-CAST CONCRETE MANHOLE

1. SECTIONS SHALL MEET ASTM C478.
2. ALL JOINTS MADE WATERTIGHT WITH RUBBER GASKET JOINTS.
3. CONE TO BE ECCENTRIC TYPE.



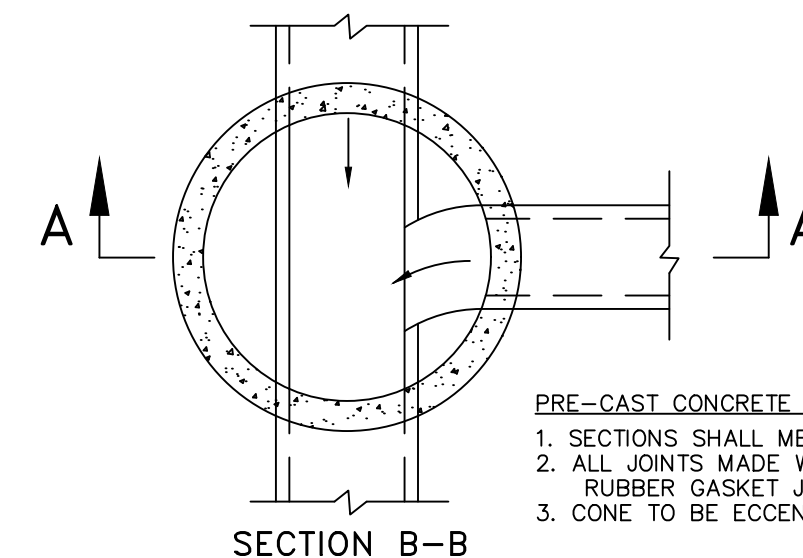
SECTION A-A

PRECAST CONCRETE STORM MANHOLE W/SUMP



**PRECAST CONCRETE END SECTION
WITH ANIMAL PROTECTION GRATE**

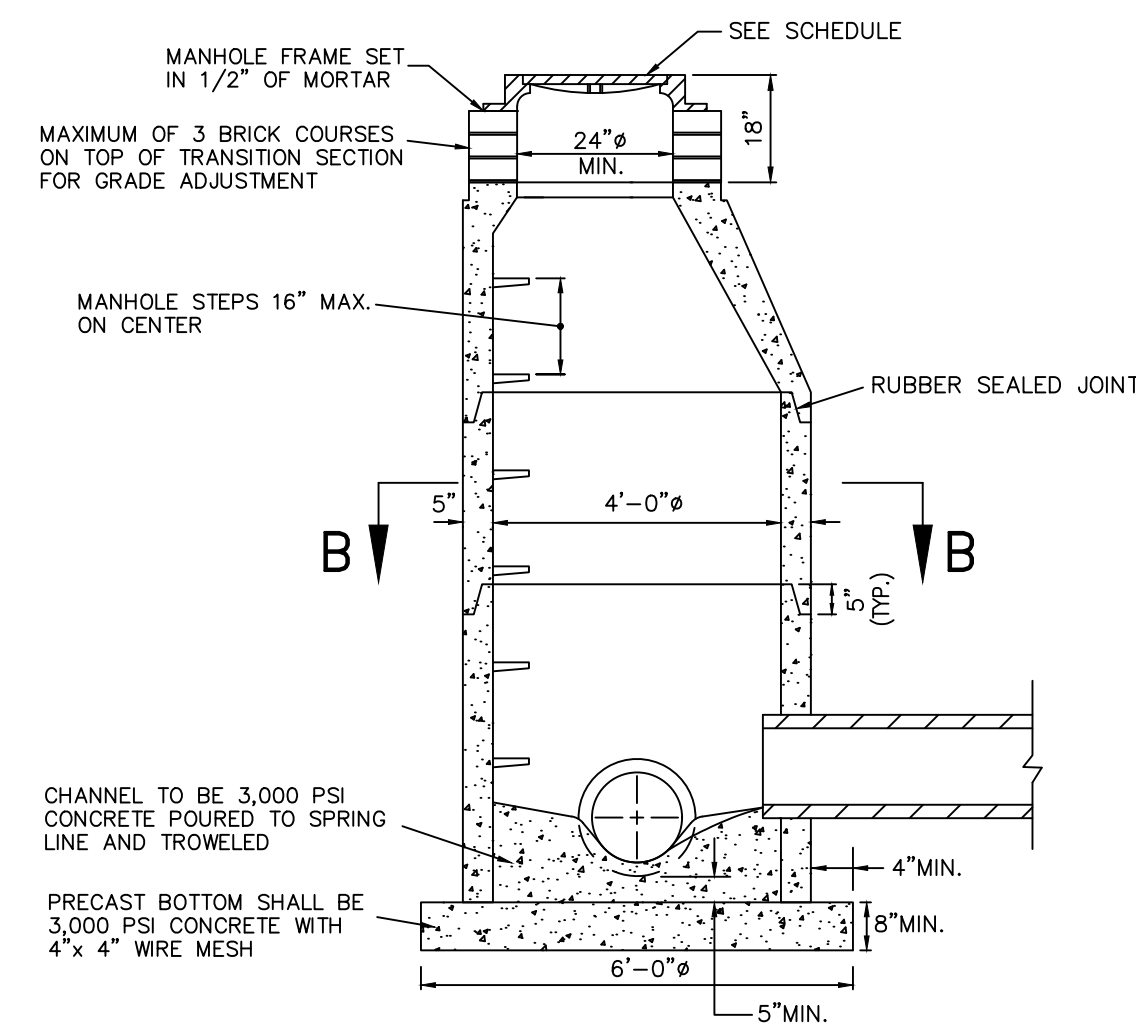
NO SCALE



SECTION B-B

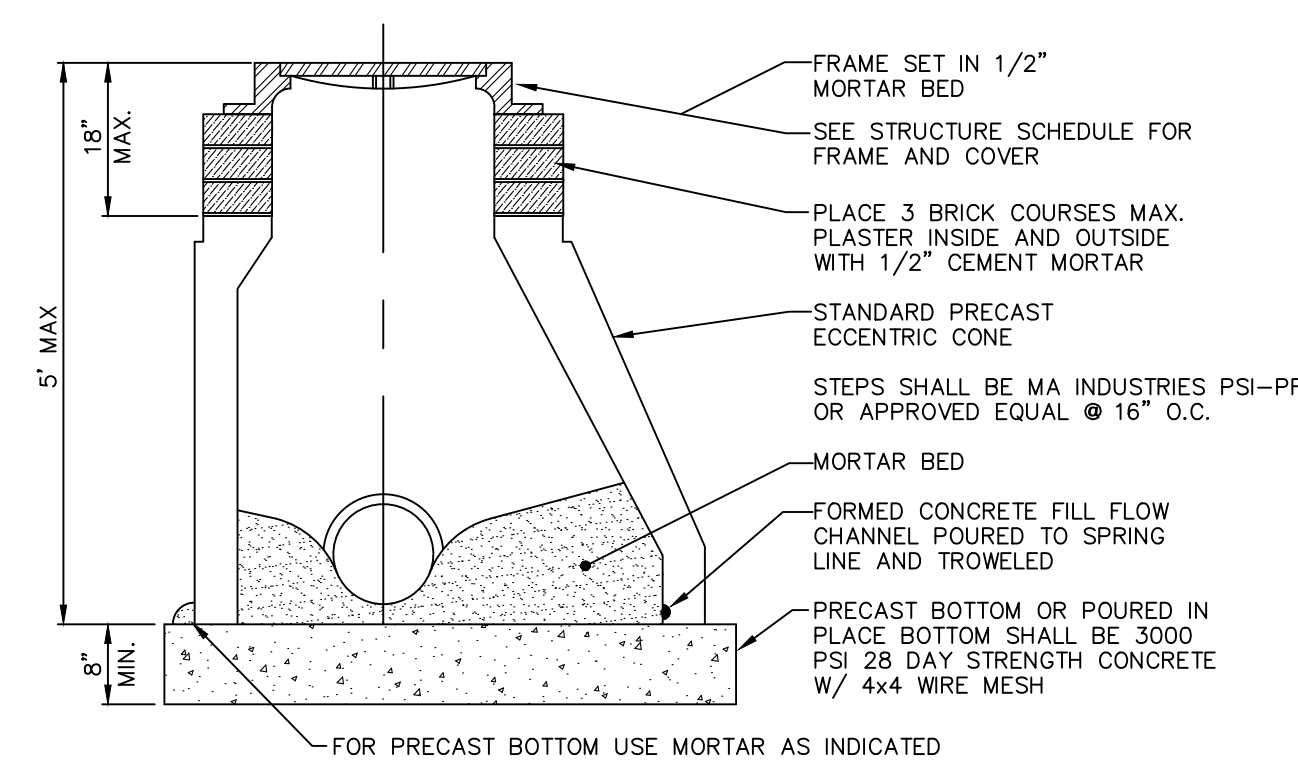
PRE-CAST CONCRETE MANHOLE

1. SECTIONS SHALL MEET ASTM C478.
2. ALL JOINTS MADE WATERTIGHT WITH RUBBER GASKET JOINTS.
3. CONE TO BE ECCENTRIC TYPE.



SECTION A-A

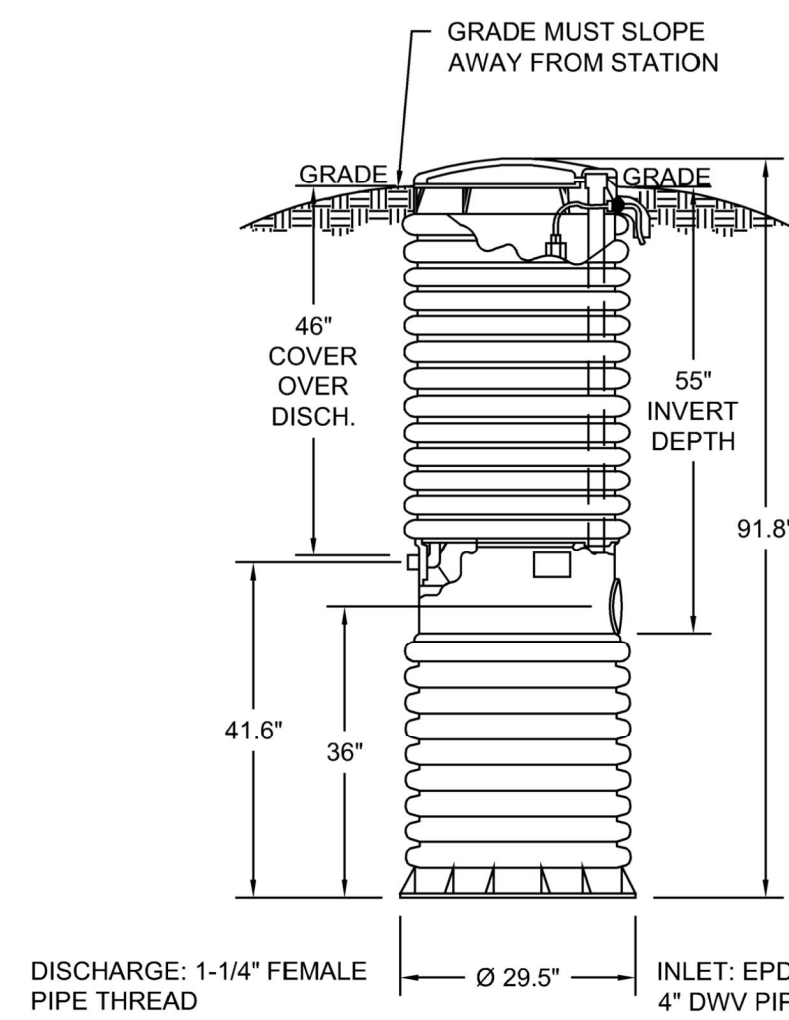
PRECAST CONCRETE STORM CATCHBASIN/MANHOLE



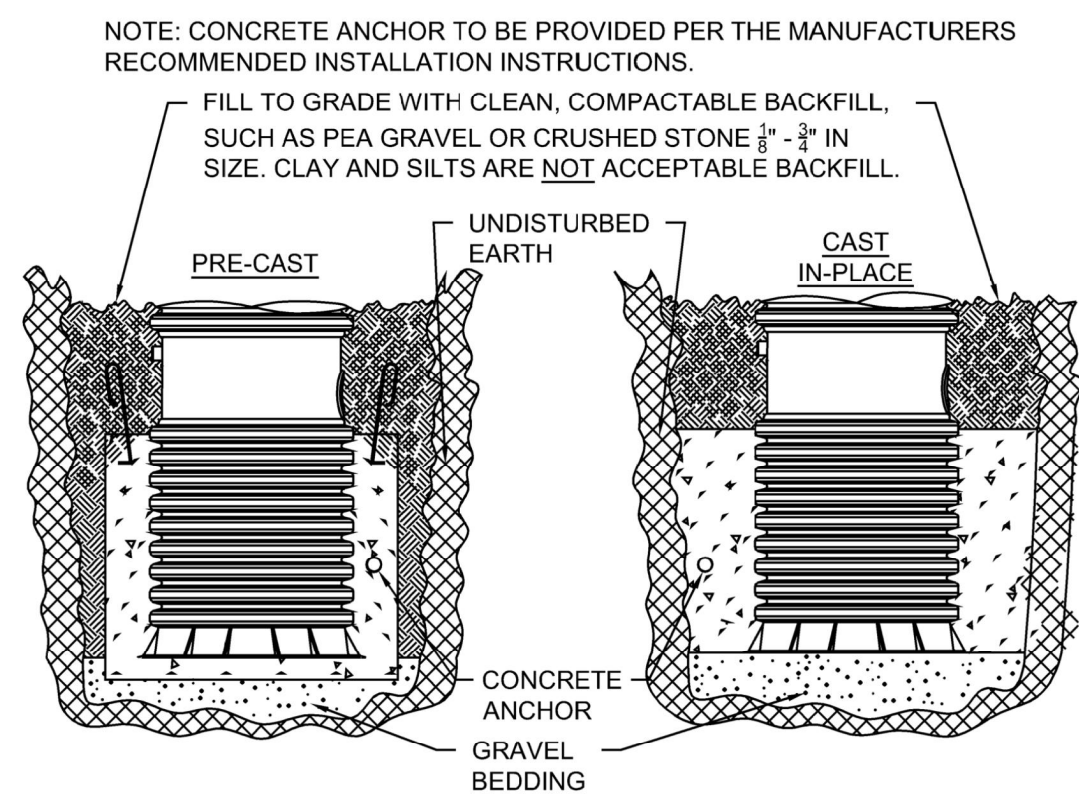
NOTES:

1. WITH THE PERMISSION OF THE ENGINEER SHALLOW DEPTH CATCH BASINS MAY BE ALLOWED USING 6-INCH CEMENT BLOCK OR CEMENT BLOCK 1'-4" PRECAST CONE. INSIDE AND OUTSIDE OF CEMENT BLOCK MUST BE COATED WITH 1/2-INCH CEMENT MORTAR.
2. ALL INLET STRUCTURE BOTTOMS MUST BE PRECAST OR POURED IN PLACE CONCRETE AND SHALL BE 3000 PSI W/ 4x4 WIRE MESH.

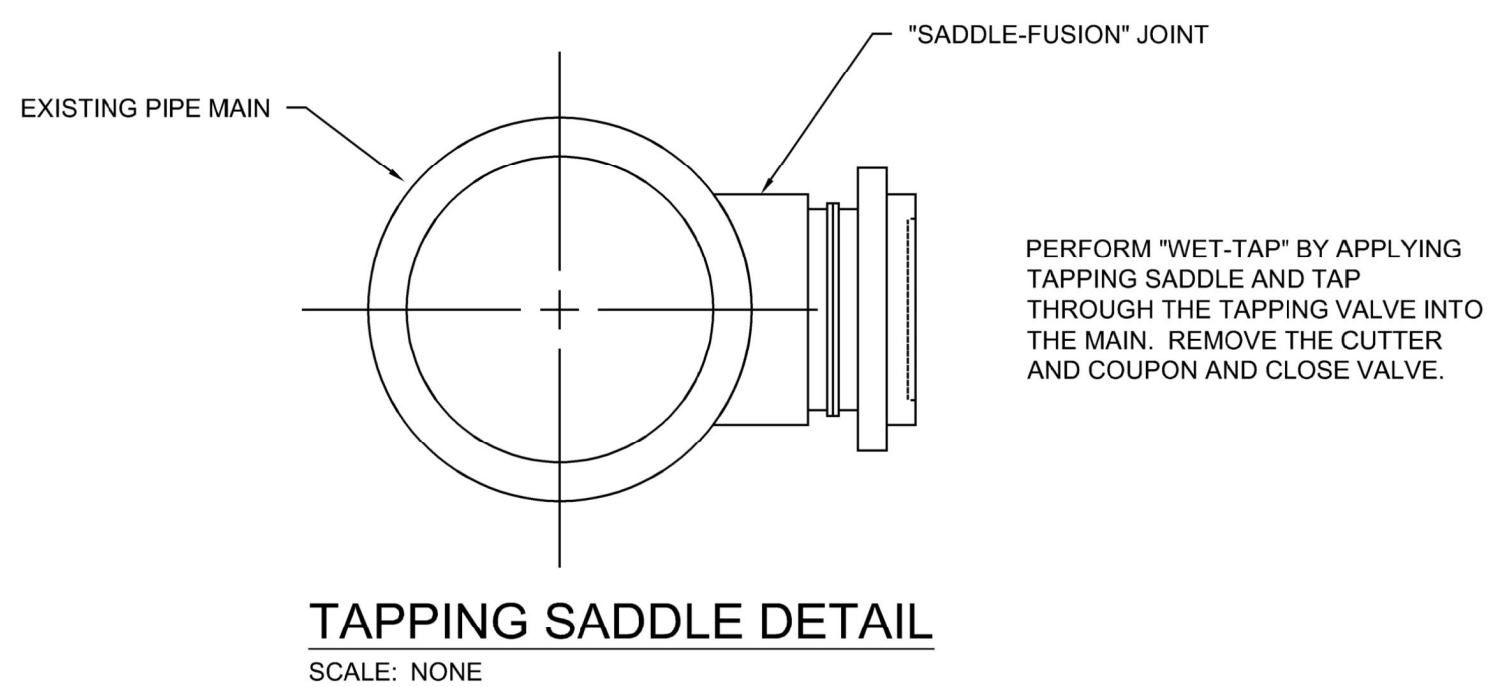
SHALLOW DEPTH STORM SEWER CATCH BASIN
NO SCALE



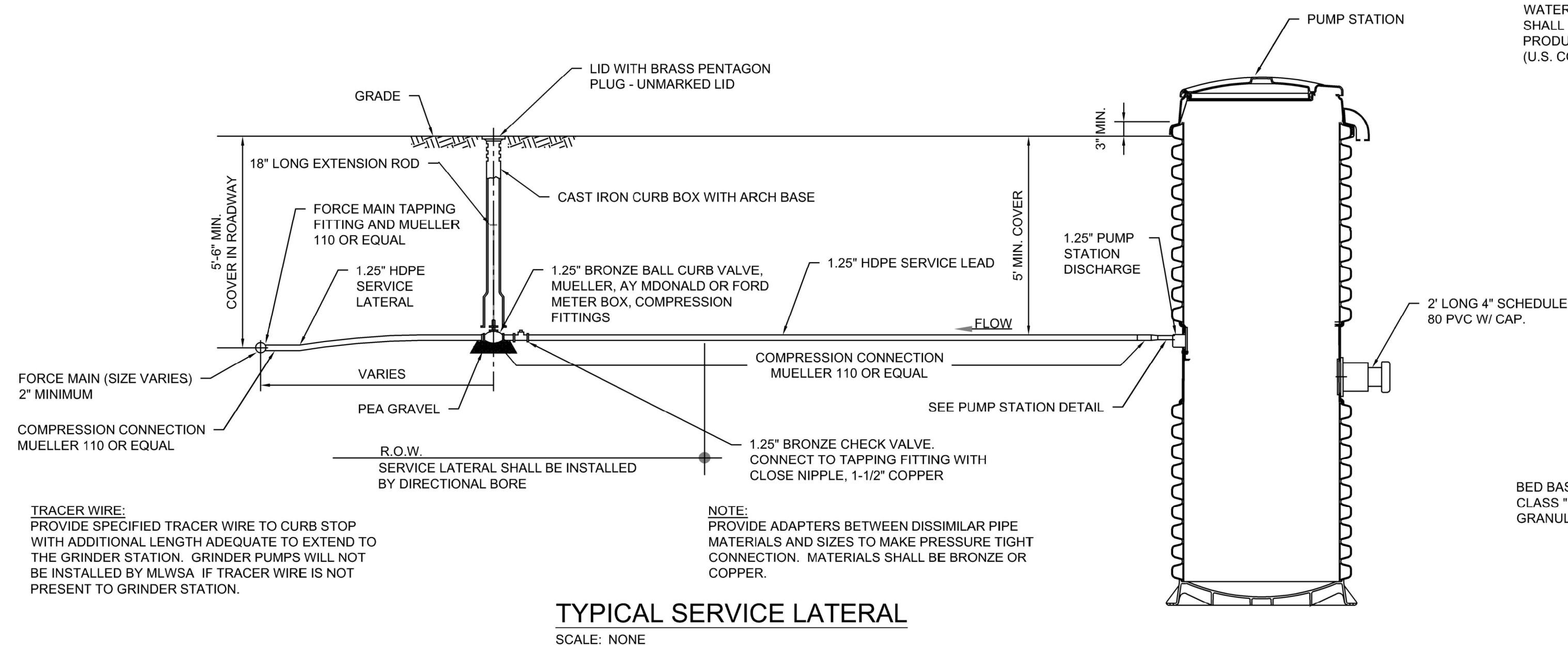
E ONE MODEL DH071-93/DR071-93 DETAIL
SCALE: NONE



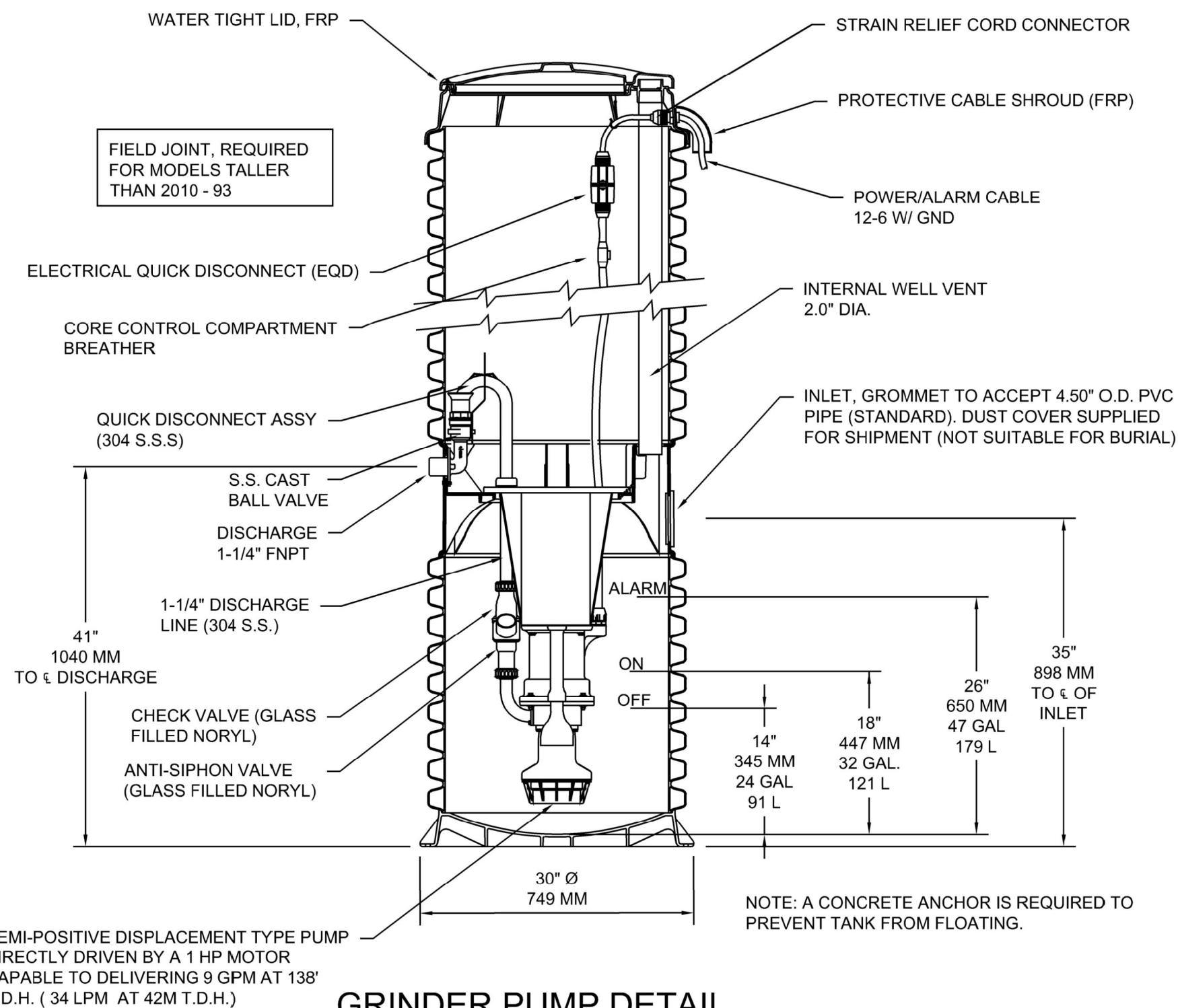
GRINDER STATION DETAIL
SCALE: NONE



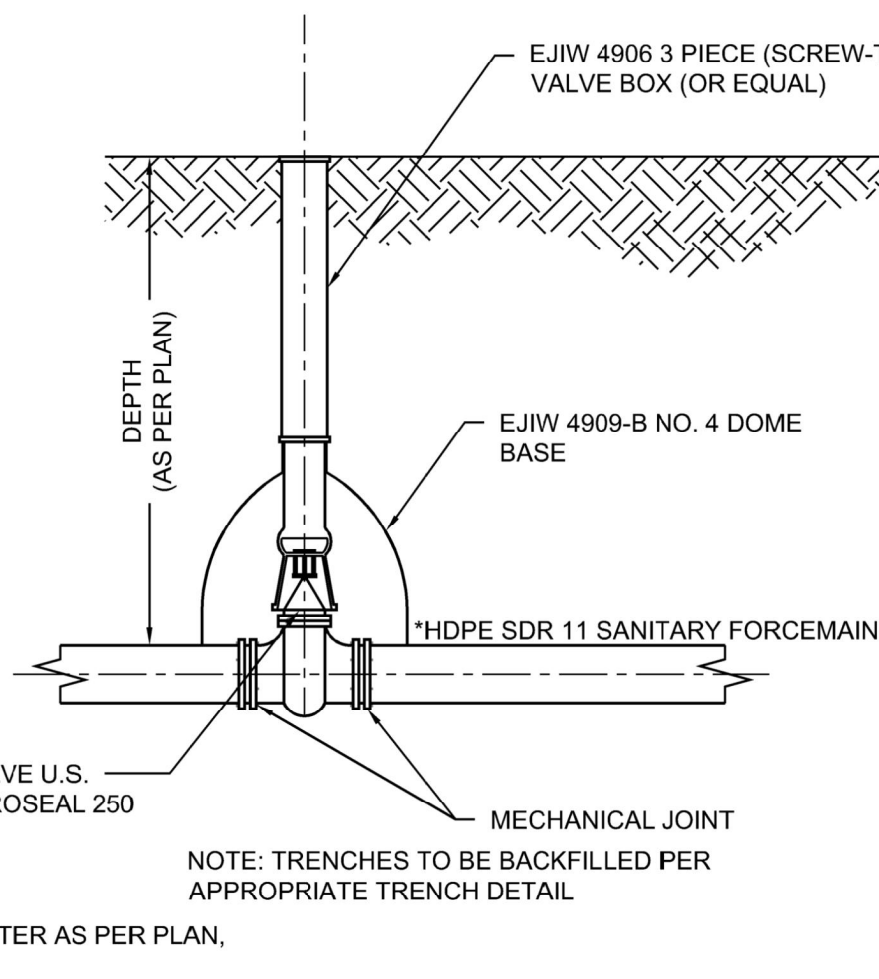
TAPPING SADDLE DETAIL
SCALE: NONE



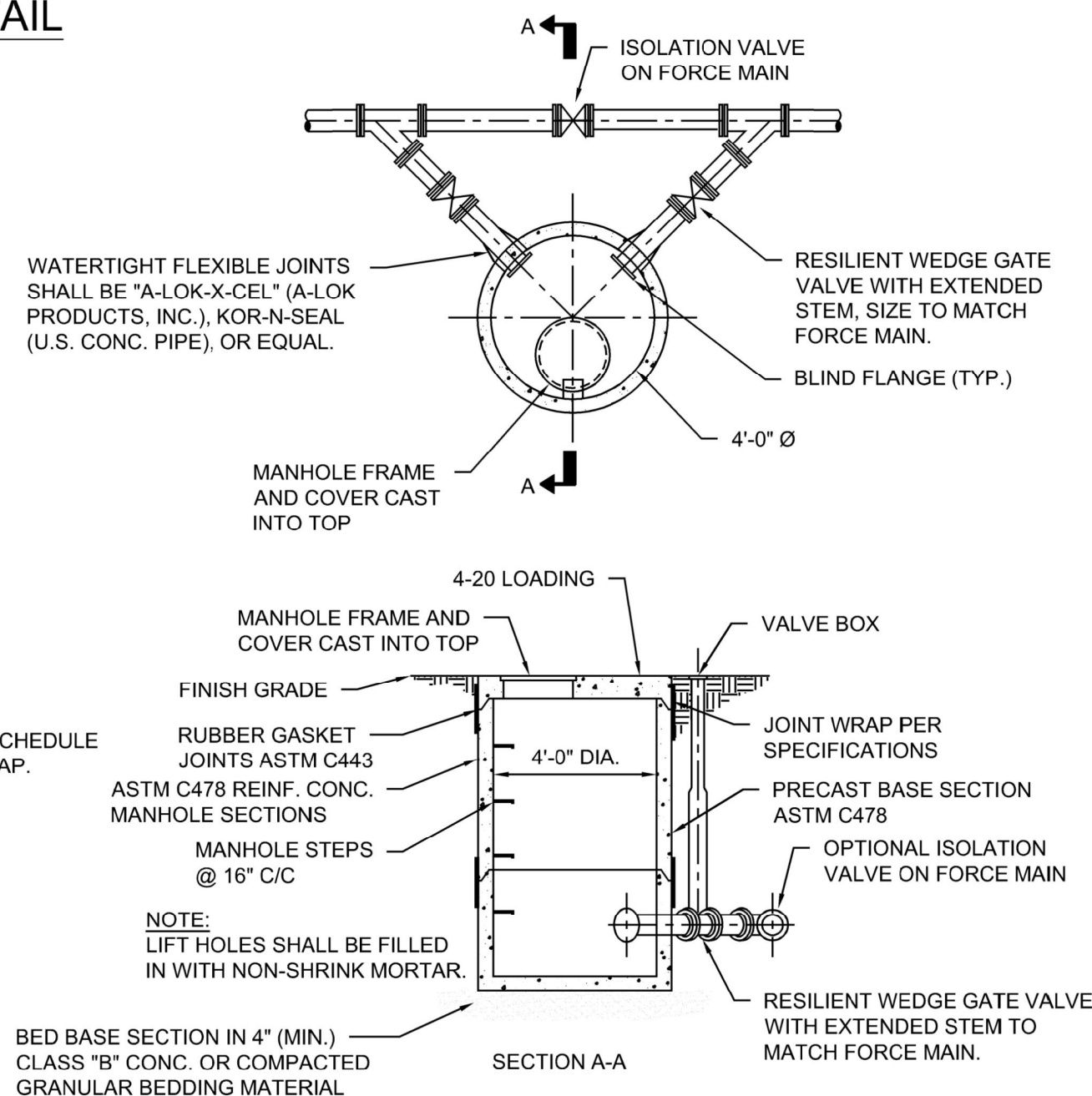
TYPICAL SERVICE LATERAL
SCALE: NONE



GRINDER PUMP DETAIL
SCALE: NONE



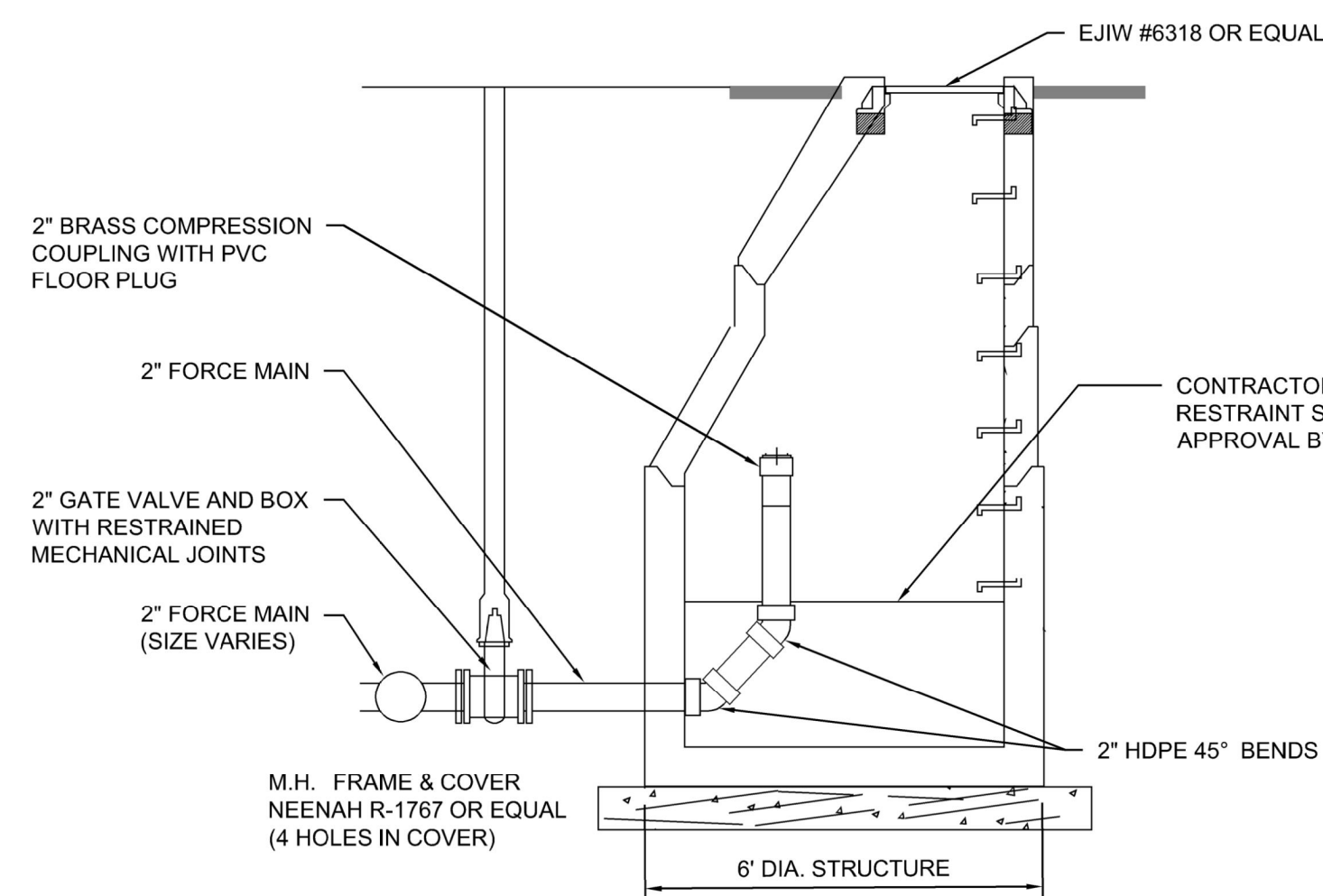
GATE VALVE FOR ISOLATION VALVES IN BOX DETAIL
SCALE: NONE



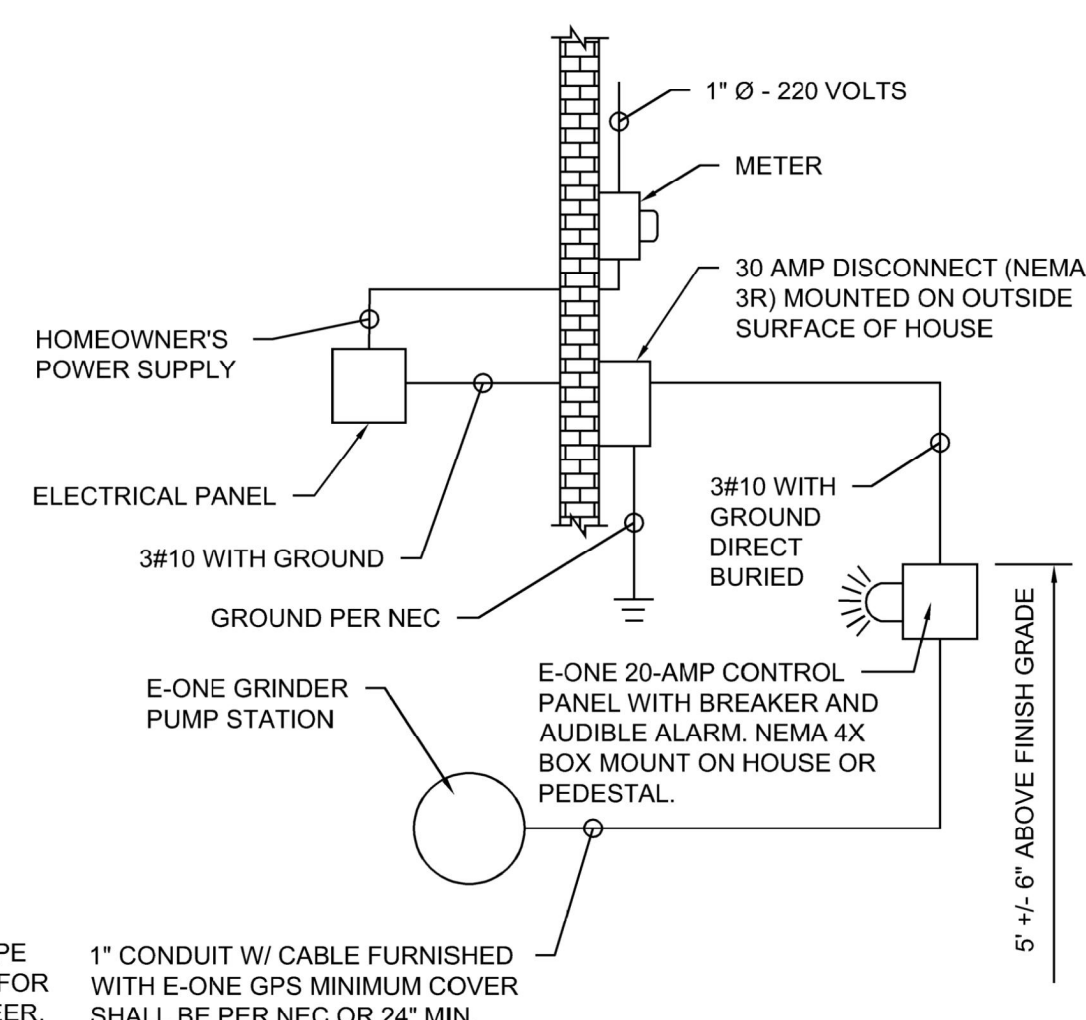
FORCE MAIN FLUSHING CONNECTION CLEANOUT & EMERGENCY PUMPOUT DETAIL
SCALE: NONE

SANITARY FORCE MAIN NOTES:

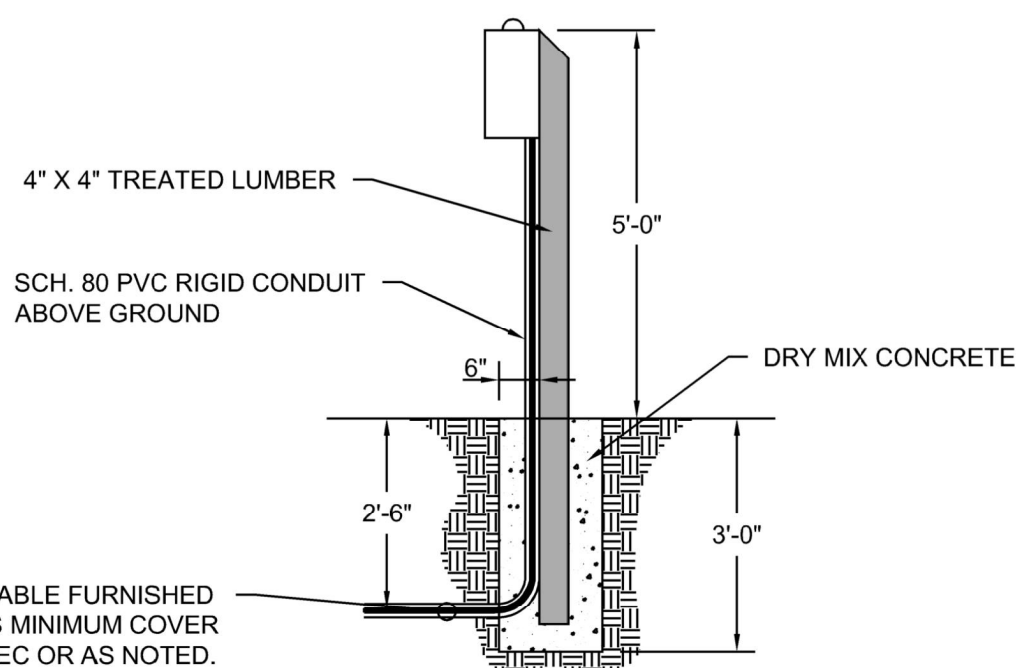
1. THE MINIMUM SIZE OF ANY FORCE MAIN SHALL BE 2" DIAMETER.
2. IT WILL BE THE RESPONSIBILITY OF THE HOME OWNER AND BUILDER TO LOCATE SANITARY FACILITIES ON THE LOT TO PROVIDE THE MINIMUM 50 FEET OF SEPARATION FROM THE GROUND WATER WELL AS REQUIRED BY WASHTENAW OR LIVINGSTON COUNTY. MLWSA WILL NOT BE RESPONSIBLE TO OVERSEE THIS REQUIREMENT.
3. CONTRACTOR MUST ESTABLISH A CONTROL LINE FOR CONSTRUCTION PRIOR TO INSTALLING PIPE THAT CAN BE READILY TRANSFERRED TO DRAWINGS TO ALLOW AS-CONSTRUCTED INFORMATION AND FORCE MAIN LOCATIONS TO BE LOCATED ON THE FINAL PLANS.



FLUSHING CONNECTION
SCALE: NONE

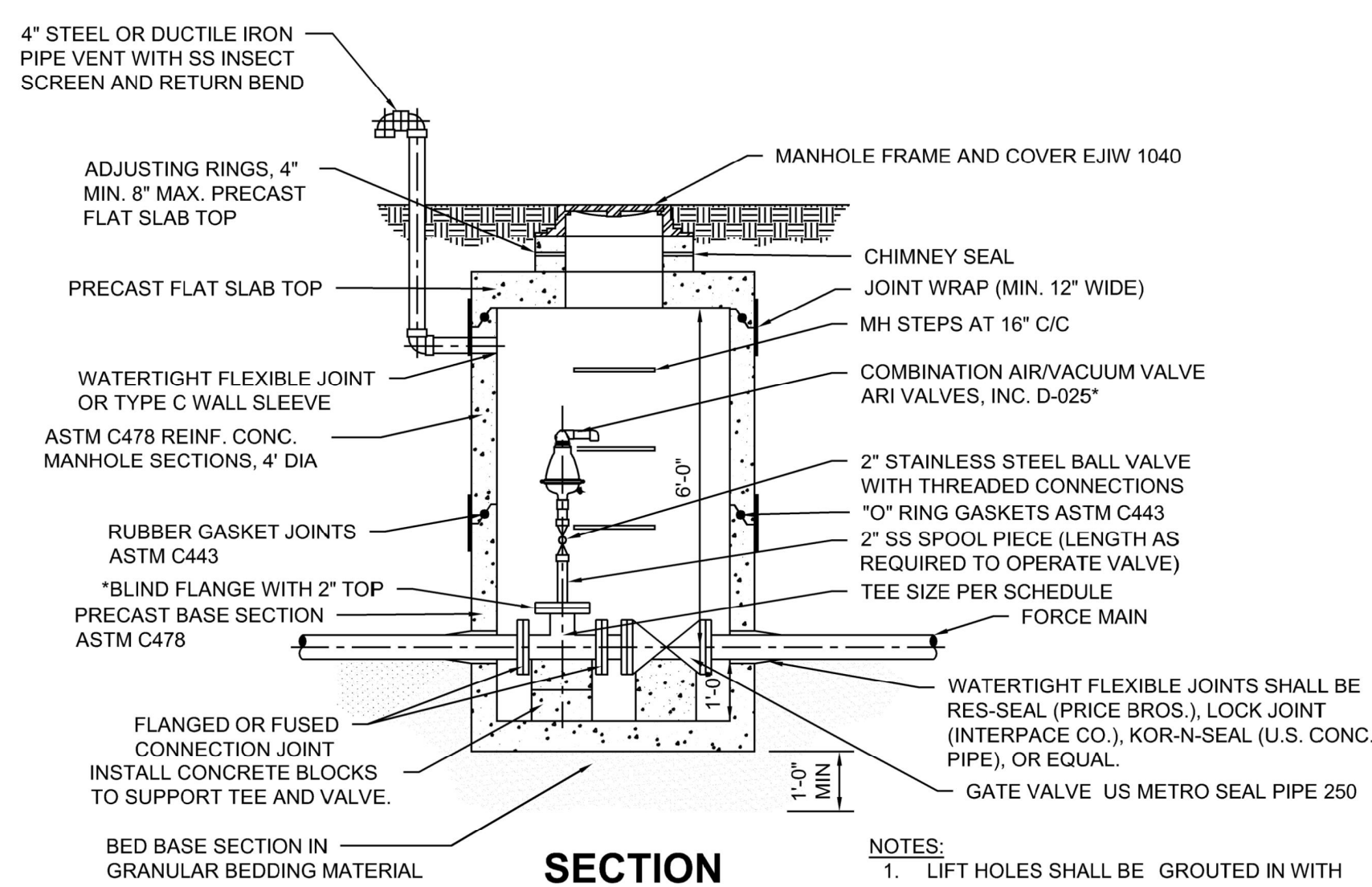
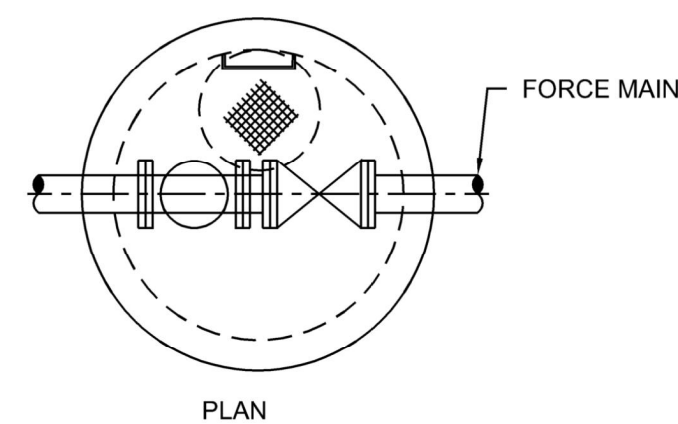


ELECTRICAL SERVICE DETAIL
SCALE: NONE



CONTROL PANEL PEDESTAL POST DETAIL
SCALE: NONE

NOTE: IN GENERAL, CONTROL PANELS SHALL BE MOUNTED TO THE HOUSE. USE OF THE CONTROL PANEL PEDESTAL POST REQUIRES APPROVAL FROM MLWSA



AIR AND VACUUM RELIEF STRUCTURE
SCALE: NONE

* ENGINEER TO VERIFY SIZE REQUIRED.



Process Results, Inc.
201 South Ann Arbor St.
Saline, MI 48176
PH: 734.429.8900 FX: 734.429.8901
www.processresults.com

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| | | |
|------------------|--------------------|------------|
| B | UPDATE | 02/04/2021 |
| A | ISSUED | 09/26/2019 |
| REVISION | DATE | |
| PLOT DATE: | 02/25/2021 4:25 PM | |
| DRAWN BY: | DRK | |
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MULTI LAKE WATER & SEWER AUTHORITY

12088 N. TERRITORIAL RD.
DEXTER, MI 48130
734-426-9797
MLWSA.ORG

STD DETAIL

MLWSA
STANDARD DETAILS
AND SPECIFICATIONS.

PROJ. NO.: 14600.00

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GENERAL NOTES:

- CONSTRUCTION, MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH MLWSA CONSTRUCTION STANDARDS. IT IS THE INTENT THAT ALL MATERIALS USED IN THE SYSTEM BE AMERICAN MADE. ANY SUBSTITUTIONS MUST BE CLEARLY CALLED OUT IN THE SHOP DRAWING SUBMITTALS AND WILL REQUIRE MLWSA APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO STARTING CONSTRUCTION, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, CONTROLS, TECHNIQUES, SEQUENCES, PROCEDURES, CONSTRUCTION SAFETY, AND MIOSHA COMPLIANCE. THE ENGINEER, PROPERTY OWNER, AND GOVERNMENTAL AGENCIES ARE NOT AND SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S CONSTRUCTION OR SAFETY PRACTICES AND SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES FOR COSTS DUE TO THE CONTRACTOR'S ACTIONS.
- A REPRESENTATIVE OF MLWSA SHALL OBSERVE CONSTRUCTION ACTIVITIES AND TESTING CERTIFICATIONS. THE CONTRACTOR SHALL PROVIDE TWO WORKING DAYS NOTICE PRIOR TO PERFORMING CONSTRUCTION ACTIVITIES AND TESTING.
- THE CONTRACTOR SHALL CONTACT MISS DIG 72 HOURS PRIOR TO THE INITIATION OF CONSTRUCTION AND MUST BE IN COMPLIANCE WITH PUBLIC ACT 174, AS AMENDED.
- THE CONTRACTOR SHALL FURNISH CONSTRUCTION STAKING FOR REVIEW BY MLWSA
- PRIOR TO INSTALLATION, THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS, DOCUMENTATION AND CERTIFICATION FROM SUPPLIERS THAT THE MATERIALS CONFORM TO THE SPECIFICATION.
- MLWSA WILL SUBMIT THE CONSTRUCTION PERMIT APPLICATION FOR WASTEWATER SYSTEMS, PART 41, ACT 451, PA 1994, AS AMENDED TO THE MICHIGAN DEPARTMENT OF ENERGY GREAT LAKES AND ENVIRONMENT (EGLE). AN EGLE CONSTRUCTION PERMIT MUST BE ISSUED PRIOR TO STARTING SEWER INSTALLATION.
- FOR NEW DEVELOPMENTS, DEVELOPER SHALL PROVIDE ANY REQUIRED EASEMENT OR EASEMENT MODIFICATIONS FOR SEWER MAINS OR SERVICE LEADS UPON COMPLETION OF CONSTRUCTION. MINIMUM EASEMENT WIDTH FOR SERVICES IS 15 FEET. MINIMUM EASEMENT WIDTH FOR SEWER MAINS SHALL BE 20'
- THE CONTRACTOR SHALL NOTE AS-BUILT INFORMATION ON THE CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR USE IN PREPARING RECORD DRAWINGS AND ELECTRONIC FILES. CONTRACTOR OR DEVELOPER SHALL PROVIDE A GPS LOCATION OR CADFILE SHOWING ALL CURB BOXES, MAIN LINE VALVES, AIR RELEASE STRUCTURES, AND FLUSHING CONNECTIONS.
- PRECONSTRUCTION MEETING CHECKLIST
 - COPY OF ALL REQUIRED PERMITS
 - PROVIDE MLWSA ONE FULL SIZE SET OF CONSTRUCTION DRAWINGS, AND ONE ELECTRONIC SET (PDF)
 - SHOP DRAWINGS FOR ALL MATERIAL PROPOSED FOR THE SYSTEM
 - INSURANCE CERTIFICATES NAMING "MULTI LAKE WATER AND SEWER AUTHORITY, ITS BOARD AND EMPLOYEES" AND IMEG CORP AS ADDITIONAL INSUREDS.

PRESSURE SEWER SYSTEM REQUIREMENTS:

- PRESSURE PIPE SHALL BE HIGH DENSITY PIPE OR TUBING (HDPE) MANUFACTURED IN ACCORDANCE WITH AAWA C901, C906, OR ASTM F714 OF MATERIAL PE 3408 WITH CELL CLASSIFICATION PE 346434C PER ASTM D3350. MINIMUM PIPE PRESSURE RATING SHALL BE 160 PSI. FITTINGS AND SPECIALS SHALL BE IN ACCORDANCE WITH AAWA C901 OR C906. JOINTS SHALL BE THERMALLY BUTT-FUSED BY EXPERIENCED TECHNICIANS OR FLANGED IN STRUCTURES.
- FLANGES SHALL MEET REQUIREMENTS OF ANSI-B16.1 STANDARD CLASS 125. FLANGE FACES SHALL BE COATED WITH RUST INHIBITOR IMMEDIATELY AFTER DRILLING.
- PROVIDE DOCUMENTS CERTIFYING THAT ALL PIPE AND FITTINGS MEET SPECIFIED REQUIREMENTS.
- INSTALL MAIN LINE PIPE AT DEPTHS WITH A MINIMUM OF 5.5 FEET OF COVER. MAINTAIN CONTINUOUS POSITIVE PIPE GRADES TOWARD AIR RELEASES STARTING FROM A LOW POINT LOCATED BETWEEN TWO AIR RELEASES OR FROM A SYSTEM TERMINUS AND A HIGHER AIR RELEASE. PROVIDE LOG OF PIPE DEPTHS AT DISTANCES FROM MANHOLES IN 10 FOOT INTERVALS.
- PROVIDE AIR RELEASE VALVES WITHIN MANHOLES AT SYSTEM HIGH POINTS. VALVES AND ARRANGEMENT SHALL BE AS NOTED ON THE 'AIR AND VACUUM RELIEF STRUCTURE' DETAIL. RUBBER SEAT FOR VALVE SHALL HAVE DURAMETER HARDNESS OF 40. A MAIN LINE GATE VALVE AS SPECIFIED BELOW SHALL BE INCLUDED WITHIN THE AIR RELEASE STRUCTURE.
- ON MAIN LINES PROVIDE RESILIENT, SEATED TYPE GATE VALVES WITH 2 INCH SQUARE OPERATOR NUT AND BRONZE STEM MOUNTED VERTICALLY. GATE VALVE SHALL MEET OR EXCEED REQUIREMENTS OF AWWA C509. GATE CALVE SHALL BE US PIPE METROSEAL 25.
- FLUSHING CONNECTIONS SHALL BE PROVIDE AT THE TERMINUS OF ALL LINES AND STRATEGIC LOCATIONS THROUGHOUT THE SYSTEM. PROVIDE PIPING ARRANGEMENT AND VALVE OPERATORS TO PERMIT MAIN LINE AND FLUSHING VALVE OPERATION WITHOUT HUMAN ENTRY OF MANHOLE. MAIN LINE GATE VALVES WITHIN THE FLUSHING CONNECTION SHALL BE AS SPECIFIED IN 6.
- PROVIDE MANHOLES WITH SECTIONS MEETING THE REQUIREMENTS OF ASTM C478 AND GASKETS IN JOINTS MEETING REQUIREMENTS OF ASTM C443. MAKE MANHOLE WATERTIGHT AND FILL HANDLING HOLES AND JOINTS WITH MORTAR. PROVIDE 10 INCH WIDE MANHOLE STEPS. 16 INCHES APART WHICH ARE MADE OF STEEL REINFORCED POLYPROPYLENE PLASTIC MEETING OSHA REQUIREMENTS. MANHOLE FRAMES AND COVERS SHALL BE EAST JORDAN 1045, NEENAH R-1594 OR EQUAL WITH HEAVY DUTY SOLID COVERS.
- CLEAN, DRY, AND PAINT CORRODABLE METALS WITHIN PIPING SYSTEM WITH TWO COATS OF INTEROL NO. 49 OR EQUAL.
- PROVIDE TRACER WIRE. COPPERHEAD SOLO SHOT EXTRA HIGH STRENGTH CCS TRACER WIRE (GREEN FOR SEWER) WITH ALL MAINLINE PIPE AND ALL SERVICE LATERALS. INSTALL STRANDED WIRE TO FORM A CONTINUOUS CONDUCTOR BETWEEN ACCESS POINTS. COPPERHEAD SNAKEBITE LOCKING CONNECTOR SHALL BE USED FOR ANY SPLICES OR CONNECTIONS.
- FILL PIPING WITH WATER, PURGING ALL AIR PRIOR TO FINAL ACCEPTANCE BY MLWSA. LEAVE ALL VALVE GATES AND AIR RELIEF VALVES IN POSITION FOR NORMAL SYSTEM OPERATION OR AS DIRECTED BY MLWSA. FINAL POSITION OF GATE VALVES SHALL BE COORDINATED WITH MLWSA.
- TEST ALL VALVES FOR PROPER FUNCTIONING AFTER INSTALLATION. TEST ALL PIPING DOWNSTREAM OF CURB STOPS AT 150 PSI FOR TWO HOURS. DURING TEST PERIOD, THE PRESSURE SHALL NOT DROP MORE THAN 5 PERCENT. TESTS MUST BE WITNESSED BY A MLWSA REPRESENTATIVE. ALL EQUIPMENT AND WATER NECESSARY FOR TESTING SHALL BE PROVIDED BY THE CONTRACTOR. AIR TESTING OF HDPE PIPE WILL NOT BE ALLOWED.

Grinder Pump Checklist

Congratulations on installing a new grinder pump collection system or relocating an existing grinder pump collection system in the Multi Lake Water and Sewer Authority district. Prior to MLWSA accepting and starting up the grinder pump, **two inspections must occur**, the Underground Inspection and the Pump Certification. Below is a guide to ensure that you are ready. If MLWSA field staff has to come to inspect **more than once** for either inspection, the property owner **will be billed** for MLWSA field staff time.

The Underground Inspection:

If the following items are complete, please call the MLWSA Office (734)426-9797, Mon- Fri 9AM-3PM, to schedule your Underground Inspection. It is necessary that you **do not backfill** the trenches until the underground inspection has been completed, or the property owner will be required to expose all needed items prior to MLWSA sign off.

- Is the concrete ballast poured?
- Is the inlet connection made to the grinder pump station?
- Is the discharge pipe connected to the grinder pump station?
- Is the discharge pipe connected to the stop box assembly?
- Is the trey cable inside of conduit and at least 24" deep?
- Is the toning wire intact, with continuity to the force main?

Pump Certification:

If the following items are complete, please call the MLWSA Office (734)426-9797, Mon- Fri 9AM-3PM, to schedule your pump certification. It is necessary to have someone on site to run water and turn on power (if needed). MLWSA field staff **will not** enter the home regardless of occupancy status.

- Is the grinder pump station damage free?
- Is the grinder pump station at correct grade?
- Is the alarm panel damage free?
- Is there a 30 amp disconnect for the alarm panel installed?
- Is the alarm panel and disconnect mounted and visible from the grinder pump station?
- Is the stop box accessible and at grade?
- Does the stop box valve operate properly?
- Is there running water from the within the house and someone available to run the water while MLWSA is on site?
- Is the grinder pump station cleaned out and the bottom is visible?
- Sign off from contractor and MLWSA **MUST** occur at time of pump certification while on site at associated address.



Process Results, Inc.
201 South Ann Arbor St.
Saline, MI 48176
PH: 734.429.8900 FX: 734.429.8901
www.processresults.com

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SPECIFICATIONS

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