

PROPOSED AGENDA

**CHARTER TOWNSHIP OF BRIGHTON
PLANNING COMMISSION
4363 BUNO ROAD
BRIGHTON, MI 48114**

**OCTOBER 13, 2025
REGULAR MEETING
6:30 P.M.
(810) 229.0562**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. CALL TO THE PUBLIC**
- E. AGENDA**
- F. MINUTES**

1. SEPTEMBER 8, 2025 REGULAR MEETING

G. BUSINESS

- 1. PRESENTATION ON WOODLAND LAKE WATER QUALITY**
- 2. PRELIMINARY SITE PLAN APPROVAL FOR HYNE AIRPARK SITE CONDOMINIUM
SP #25/04; ADDRESS: VACANT HYNE RD.; OWNER: LUCY LLC/DAVE KELLER;
APPLICANT: NICOLA'S CONTRACTING; TAX ID#: 12-18-200-014; ZONING: R-3
(RESIDENTIAL SINGLE FAMILY)**

- H. REPORTS AND CORRESPONDENCE**
- I. CALL TO THE PUBLIC**
- J. ADJOURNMENT**

The Charter Township of Brighton will provide the necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon 10 days' notice to the Charter Township of Brighton, Attn: Township Manager. Individuals should contact the Charter Township of Brighton by writing or contacting the following: Kelly Mathews, 4363 Buno Road, Brighton, MI 48114. Telephone: 810-229-0562 or e-mail planner@brightontwp.com.

MEMORANDUM

TO: BRIGHTON TOWNSHIP RESIDENTS
FROM: JOSEPH R. RIKER, CLERK
SUBJECT: PLANNING COMMISSION ELECTRONIC PACKETS
DATE: JANUARY 31, 2019

Packets for the Brighton Township Planning Commission meetings posted to the website contain scanned original documents. These electronic packets are subject to change based on meeting material presented to the Planning Commission throughout the course of the meeting. For a complete original packet following the Planning Commission meeting contact the Clerk's Office at 810-229-0560 or via email: clerk@brightontwp.com

PROPOSED MINUTES

**CHARTER TOWNSHIP OF BRIGHTON
PLANNING COMMISSION
4363 BUNO ROAD
BRIGHTON, MI 48114**

**SEPTEMBER 8, 2025
REGULAR MEETING
6:30 P.M.
(810) 229.0562**

Acting Chairperson J. Rose called the meeting to order at 6:30 P.M. The Pledge of Allegiance was said.

Present: C. Doughty, W. Hofsess, B. Anderson, J. Rose, A. Lutes

Absent: L. Herzinger, S. Holden

CALL TO THE PUBLIC

None.

AGENDA

B. Anderson moved and A. Lutes seconded **to approve the agenda.**

Motion carried.

MINUTES

C. Doughty moved and W. Hofsess seconded **to approve the August 11, 2025 regular meeting minutes as presented.**

Motion carried.

RE-REVIEW OF PUD REZONING RZ #25/01 FOR THE COVE AT WOODLAND LAKE; ADDRESS: VACANT DANN/N. CHRISTINE; OWNER AND APPLICANT: MITCH HARRIS BUILDING COMPANY; TAX ID#: 12-18-300-011 AND 12-18-400-027; EXISTING ZONING: R-2 (RESIDENTIAL SINGLE FAMILY); PROPOSED ZONING: RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD)

Applicant Representative Brent LaVanway overviewed the items/issues that were brought up at the last meeting by the public and the Planning Commission including docks, aquatic SAD, fertilizer, wetlands, SAD for Road, Airport lot, fire hydrants, increased road width per BAFA. Roger Myer, Myers and Myers, overviewed the emergency access on the site plan and the utility easements. K. Mathews, Township Planner, overviewed her report dated August 28, 2025. Geric Rose, Township Engineer, overviewed his report dated September 2, 2025.

PUBLIC COMMENT

Melinda Kern, 2559 Kathleen - how to enforce fertilizer provision

Robert Shroder, 8921 Margo - SAD to repair roads is good, what are restrictions on homes - i.e., setback, fence, EIS, DNR Experimental Lake

Peg Shroder, 8921 Margo - consistency of homes with their homes, why gates, which roads are contributing 50% to SAD
Vincent Genco, 8999 Margo - emergency access easement

Anita Grapentien, 3148 Hideaway Beach, low density master plan for area, storm water, drainage, drains in lake, wetlands

Daniel Ziembba, 8830 Skylane, R-2 - EGLE permits, 30% bonus

Mark Sweeso, 8448 Woodland Shore Drive - water runoff into wetlands, drainage, park concerns, condos under construction on lake

Dr. Stuart Meyers, 8432 Woodland Shore Drive - lake quality, too many boats and docks, safety

Eric Pavlov, 2326 Doris - 25% increase in traffic, remove wetlands

Eric Horton, 2642 Jennifer - agree with others' points, PUD concerns, deviations from R-2 zoning, realistic parallel plan

John Boland, 3275 Hideaway Beach - contaminants into lake, run off

Barb Potocki, 8420 Woodland Shore - rainwater, fertilizer, asphalt deterioration concerns, emergency access - don't allow construction on it

Mary Zonca, 3505 Oak Knoll - runoff, wetlands, lake concerns

Cheryl Guard, 8334 Point Drive - utilities are not allowed in Woodland Shore Drive, no registered entity to allow easement for utilities

Dean Guard, 8334 Point Drive - grading plan concerns - F&V's letter, how can PC move forward with lawsuit

Cheryl Wasilewski, 2621 S. Hacker - land division - R-2, more lot coverage with PUD plan, density, traffic storm water, no benefit

Tim Agnello, 2675 S. Hacker - need traffic control on lake, overcapacity with boats

Tim Fuller, 2621 Woodland Cove - condo project near his property is cookie cutter

Jane Wasilewski, 2635 Hacker - listen to people on the lake

Doug Hemmel, 2466 Doris - why are we looking at PUD?

PC member William Hofsess read the 12 e-mails into the record.

Dean Guard email dated 9/8/25 - WLSHA - lawsuit and procedure questions

Barb Potocki, 9/8/25 letter - wetlands, storm water

Doug Taylor email dated 9/8/25 - density concerns, R-2

Oliver Warner email dated 9/8/25 - density, traffic, construction, fertilizer

Jane Horal email dated 9/8/25 - concerns about boats, density, storm water, docks

James Ortiz email dated 9/8/25 - boating, water quality, fertilizer, wetlands

Marissa West email dated 9/6/25 - water quality, fertilizer, wetlands

Maureen Graham email dated 9/5/25 - density

Jeff Dobbs email dated 9/8/25 - water quality, boating, wetlands, drainage

Joseph Mashni email dated 9/3/25 - water quality, boating, wetlands

Howard Dembs email dated 9/7/25 - water quality, boating, drainage, wetlands

Terri Dembs email dated 9/7/25- water quality, boating, drainage, wetlands

Claude Lanciano, 8739 Skylane - had card stating damage to road in neighborhood, need bond.

B. LaVanway, Boss Engineering, overviewed his comments regarding the questions and concerns. Mr. LaVanway explained that the storm water will be identified on engineering plans and will use BMP's, boardwalk over wetlands to access lake with docks, believe they can achieve the EGLE crossing which was discussed 5 years back with EGLE, had architectural views in past plans, the PUD is better than the underlying R-2 zoning, park limited use, limited boat and jet skis, fertilizer will be managed in master deed. R. Myers, Myers and Myers, overviewed the emergency access and legal questions.

The Planning Commission had questions regarding the feasibility of the parallel plans including road grades, drainage, safety concerns, runoff, density, 30% PUD bonus, mass grading, wetlands concern near Woodland Shore Drive, use detention verses retention along the area, identify exact roads where 50% SAD will be applied, grading plan for lots, school buses (Howell Schools), master deed - 2 types of homes, riparian lots terraced, boat safety, water quality, water studies, and road safety.

W. Hofsess moved and A. Lutes seconded to **table PUD rezoning RZ #25/01 for The Cove at Woodland Lake; Address: Vacant Dann/N. Christine; Owner and Applicant: Mitch Harris Building Company; Tax ID#: 12-18-300-011 and 12-18-400-027; Existing Zoning: R-2 (Residential Single Family); Proposed Zoning: Residential Planned Unit Development (PUD) for the developer to bring back a more realistic parallel plan, density concerns, storm water concerns, topography concerns, spell out 50% SAD road sections.**

Motion carried.

RE-REVIEW ON ZONING ORDINANCE AMENDMENT TO ARTICLE 3, RESIDENTIAL DISTRICTS, SEC. 3-02, USES PERMITTED, AND DISCUSSION ON GENERAL ORDINANCE AMENDMENT TO CHAPTER 5, ANIMALS
K. Mathews overviewed the zoning ordinance and general ordinance amendments from the last meeting. One minor amendment to the general ordinance was suggested.

W. Hofsess moved and A. Lutes seconded to **recommend approval of the proposed amendments to Article 3, Residential Districts, Sec. 3-02 and General Ordinance Amendment, Chapter 5, Animals, with a minor addition to the Township Board.**

Motion carried.

REPORTS AND CORRESPONDENCE

C. Doughty - TB update: Road SAD's, Storywalk at Veteran's Park, Cemetery plots.

CALL TO THE PUBLIC

Mark Sweeso, 8448 Woodland Shore Drive - too much lot coverage on proposed PUD, homes on Oak Knoll, condos on Woodland Lake over bridge

Cheryl Wasilewski, 2621 S. Hacker - water quality report - want to share with PC

ADJOURNMENT

B. Anderson moved and W. Hofsess seconded **to adjourn**.

Motion carried.

The meeting adjourned at 9:25 P.M.

Respectfully submitted,

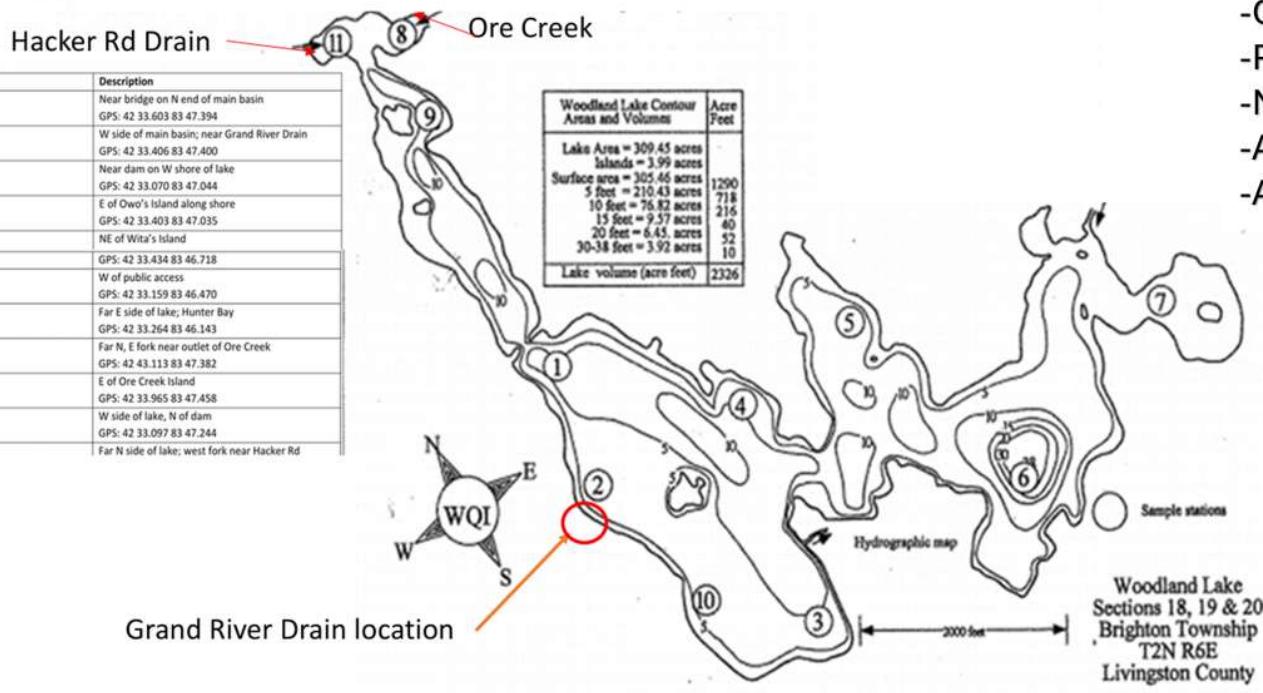
Steve Holden, Chairperson

William Hofsess, Secretary

Kelly Mathews, Recording Secretary

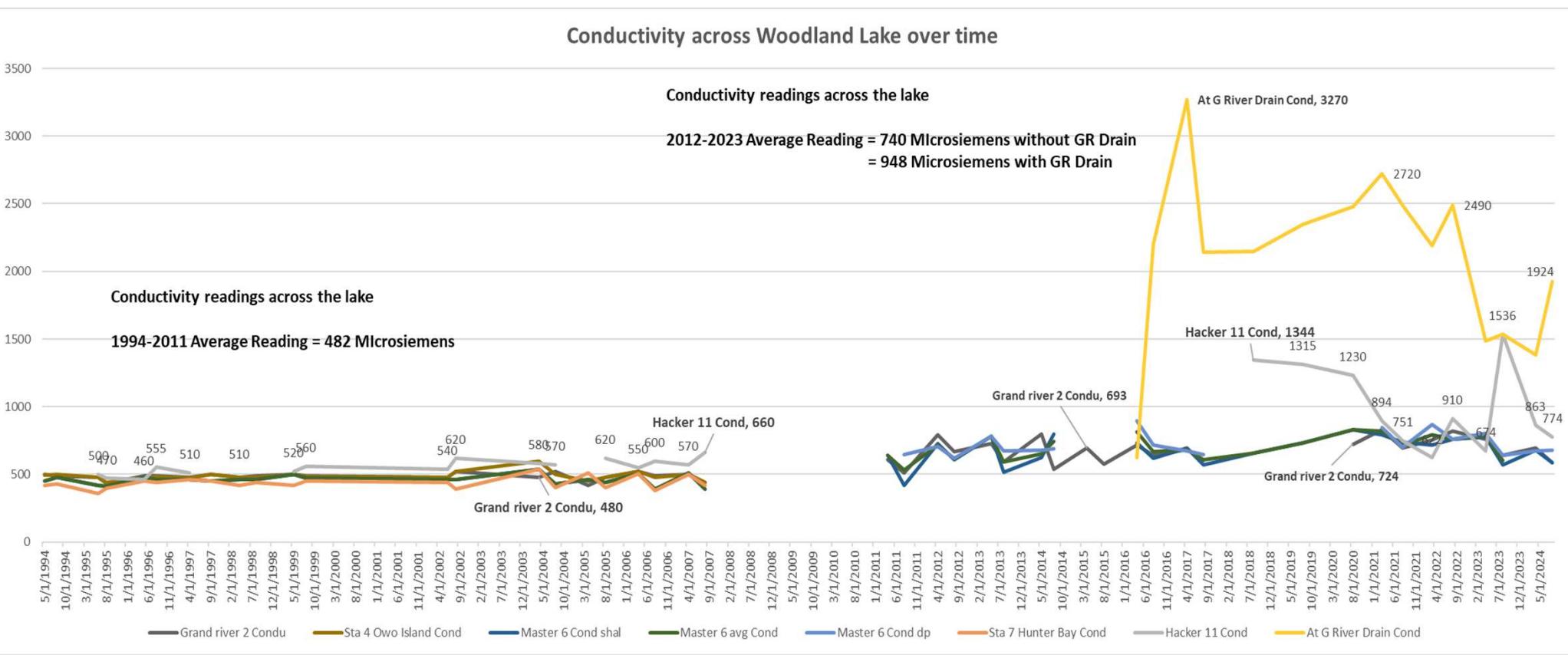
Woodland Lake Water Quality standardized locations for Limnology assessments

The numbered locations shown on the below map indicate the sites for chemical, nutrient and clarity comparisons throughout each year. The following charts show trending across key sites over time



- 2/year sampling
- Water temperature
- Dissolved Oxygen
- Conductivity
- Chlorides
- Phosphorous
- Nitrogen
- Ammonia
- Algae

Limnologists and O.W.L. personnel (Doug Taylor) have Standardized sampling locations since 1994
 11 stations, plus Grand River Drain sampling location started in 2012. GR Drain built in 1991
 305 Acre lake, **very shallow 7.5 foot** average depth less forgiving for contaminants and boating effects/density

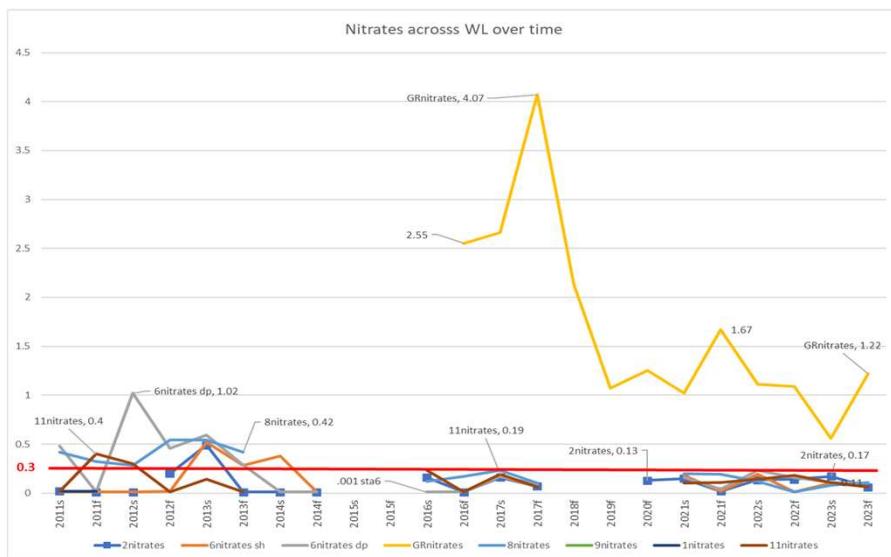
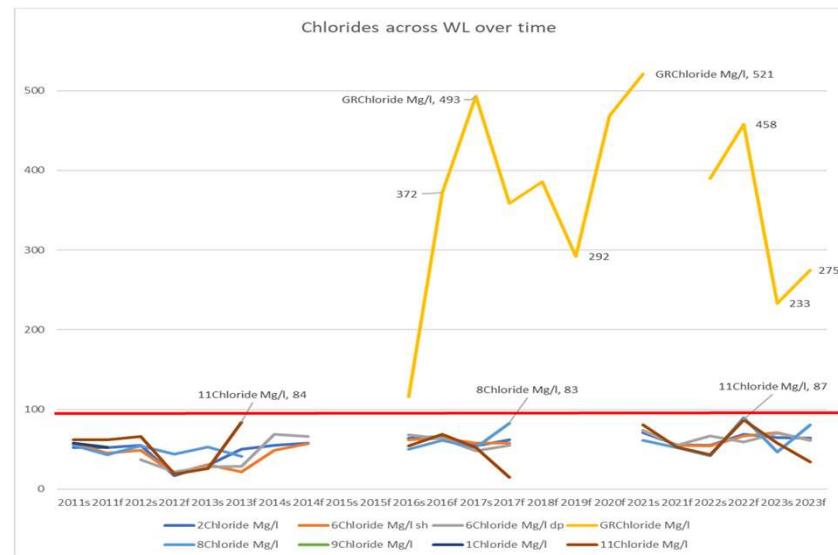
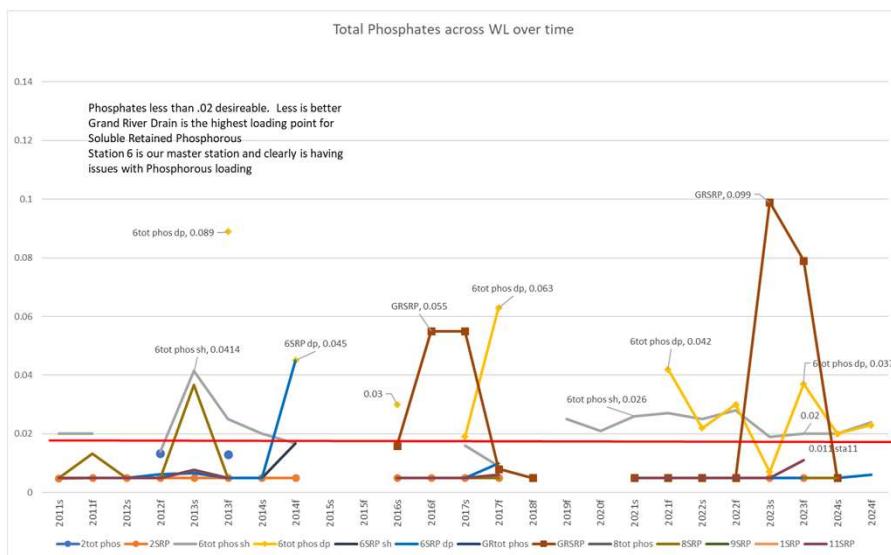


2006+ = Increasing variation of conductivity, More fertilizer/Nitrogen input into lakes, per Limnologist

2012+ = Significant increase across Woodland Lake for Conductivity

Grand River Drain inlet was modified in 2012, to stop overflowing onto Meier and neighboring properties. Much higher water flows are now being handled by the GR drain. Capacity??? Filtration Management?

Note: Station 8 and 11 will see reduced nitrates and Phosphorous since horse farm shut down operation, 6 years



Total Phosphorous, goal <= .02 Mg/L

Grand River Drain = Significant contaminator 2012+, .019-.099 mg/L
Master Station 6 struggling since 2006

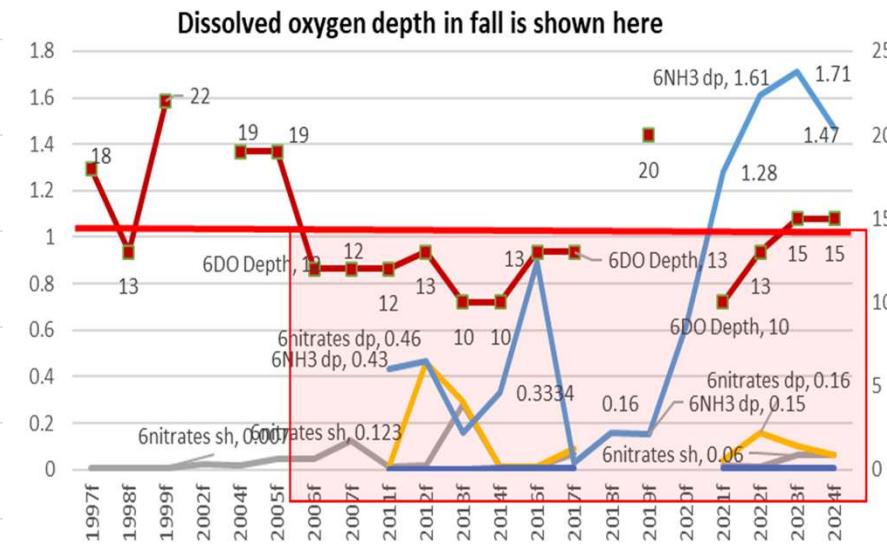
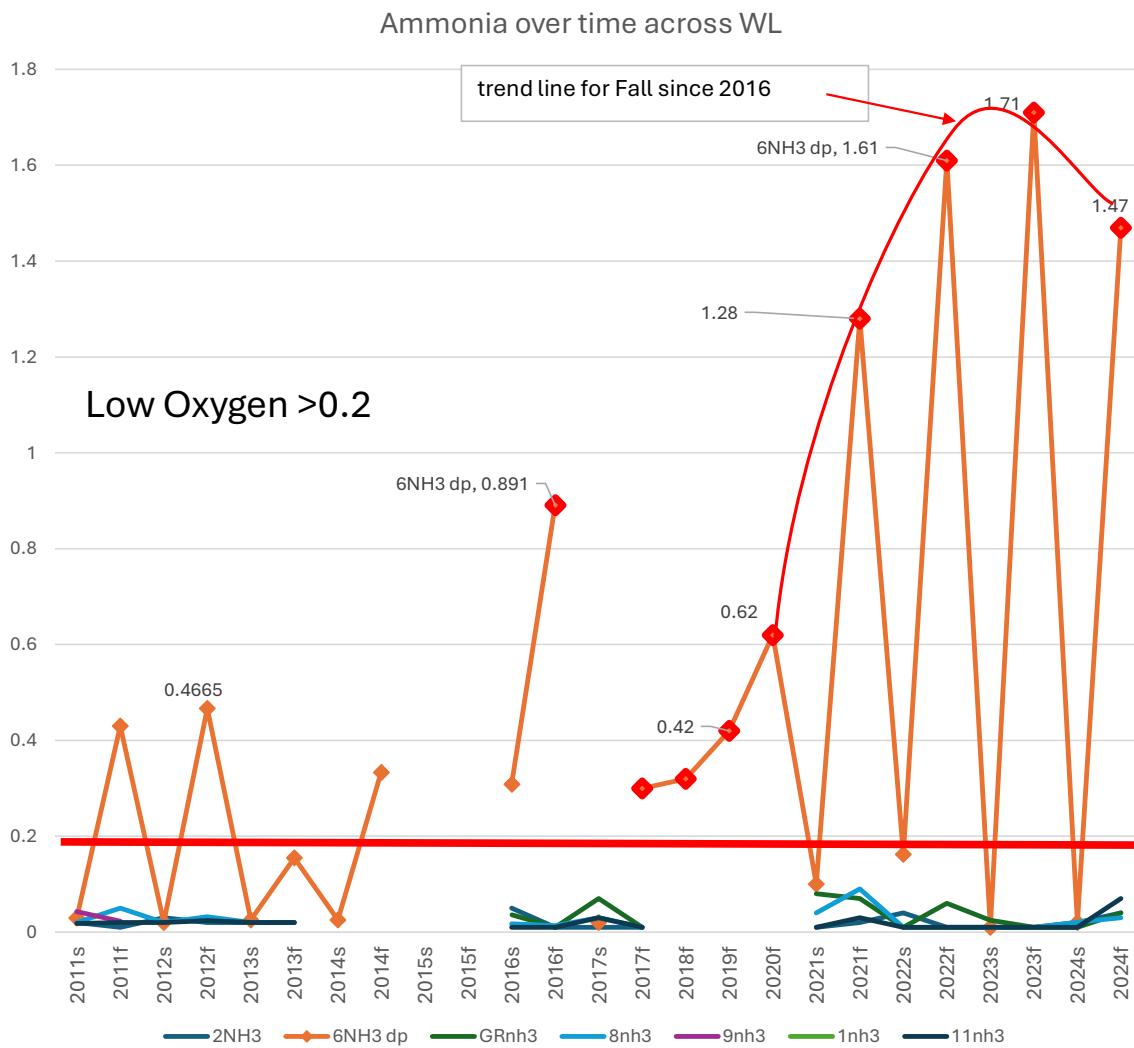
Total Chlorides, goal <=100 Mg/L

Grand River Drain = Significant contaminator, 120-521 Mg/L
Sta 8 and 11 are next serious offenders, 80-87 Mg/L
Station 6 Master typically below 80 Mg/L

Total Nitrates, goal <=0.3 Mg/L

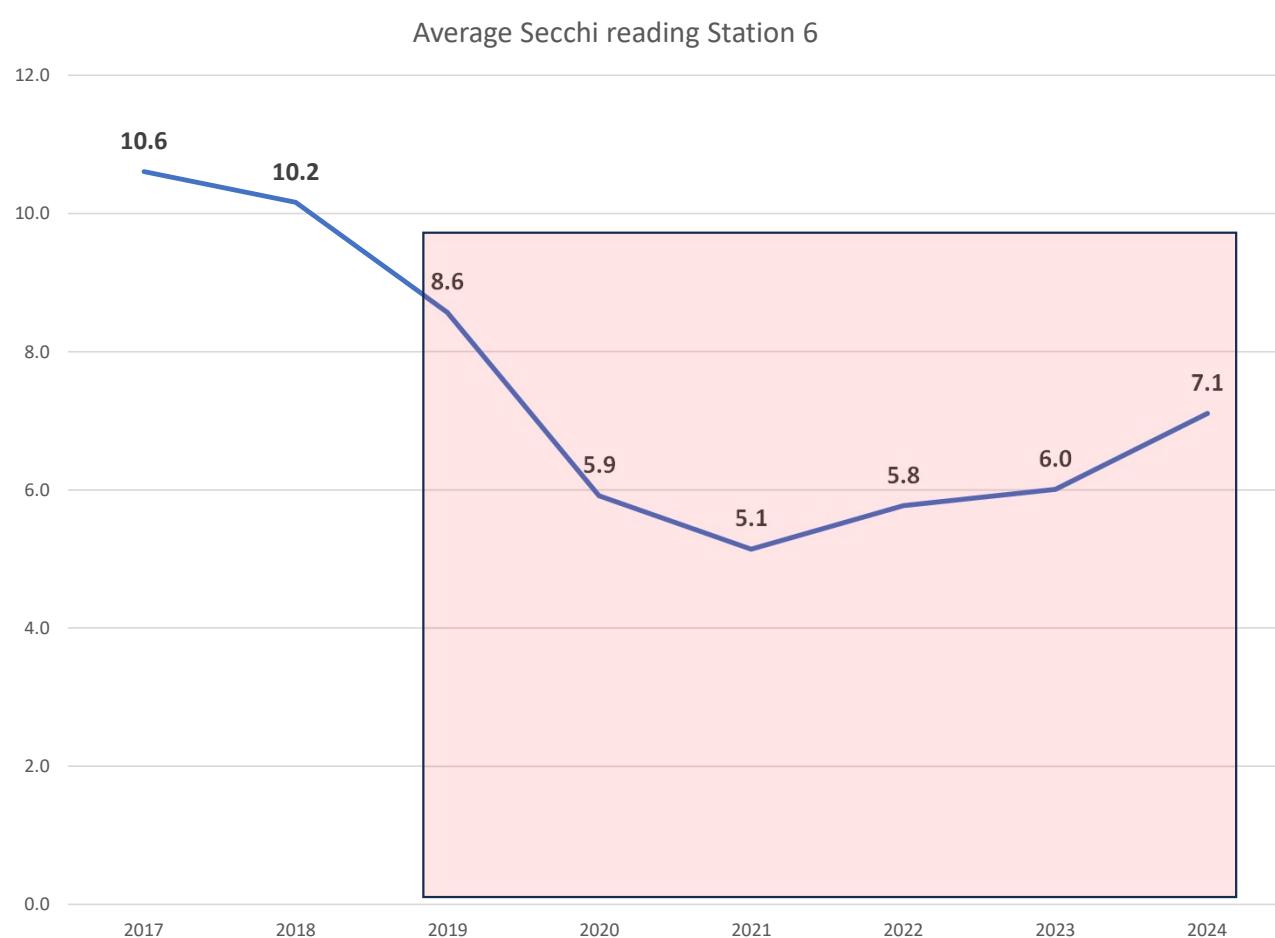
GR Drain as high as 4.07 Mg/L, Station 8 and 11 just below limits
Station 6 Master up to 1.02 Mg/l deep, ~0.14 recently
However, Ammonia takes up significant Nitrates in recent years Sta 6

Concerns for **other Contaminants** from Boats/Road wash not being tracked by Limnologists



Station 6 Master station **Ammonia and DO**
DO =>ammonia combined with Contaminants and Algae
NH3 =>decaying seaweed, excessive nitrogen,
Reduced Ice-over time increases early weeds, driving more decay =>NH3 and Algae to build

DO depth and NH₃ at sta 6 appears to have been helped by Phoslock and Timber Char, **too early** (15 feet DO depth 2023, 2024)



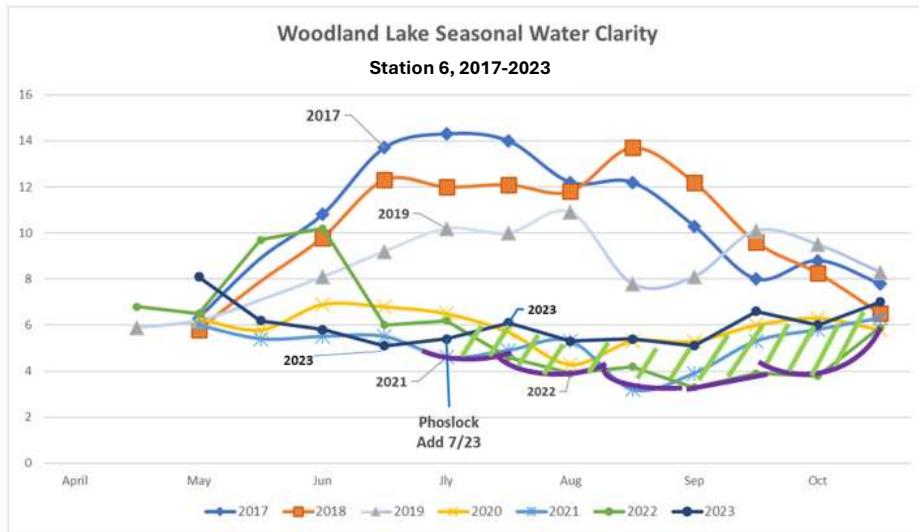
Water Clarity across the lake has dropped significantly from 2017 levels

Station 6 Master averages over year shown

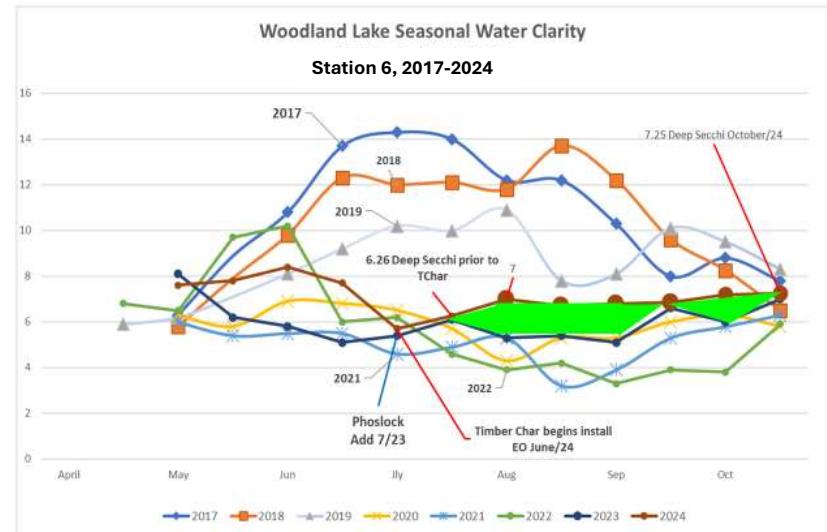
Improvements seen in 2023 and 2024 may indicate that Phoslock and Timber Char are helping. Too Early and not enough improvement yet

Early data 2025 still significantly inadequate for water clarity

Timber Char needs to be more fully applied



Station 6 clarity improvement from Phoslock, 2023

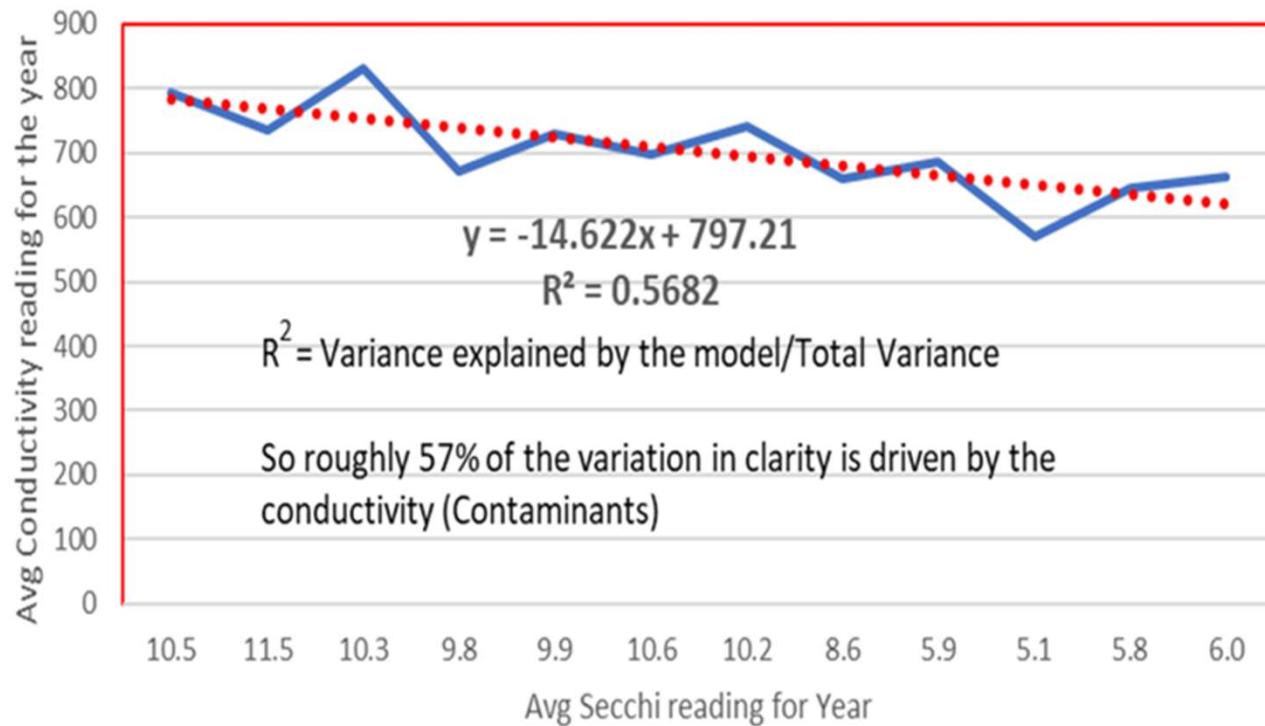


Station 6 clarity improvement from Timber Char, 2024

The additions of Phoslock and Timber Char may be helping, but more work needs to be done with Timber Char to get an accurate picture.

Struggles continue regarding water clarity. **Too many inputs of contaminants, nutrients and boat churn** are giving us great difficulties. (Geese add to bacterial loading in recent years due to disease concerns)

Avg Conductivity Versus Secchi reading Station 6



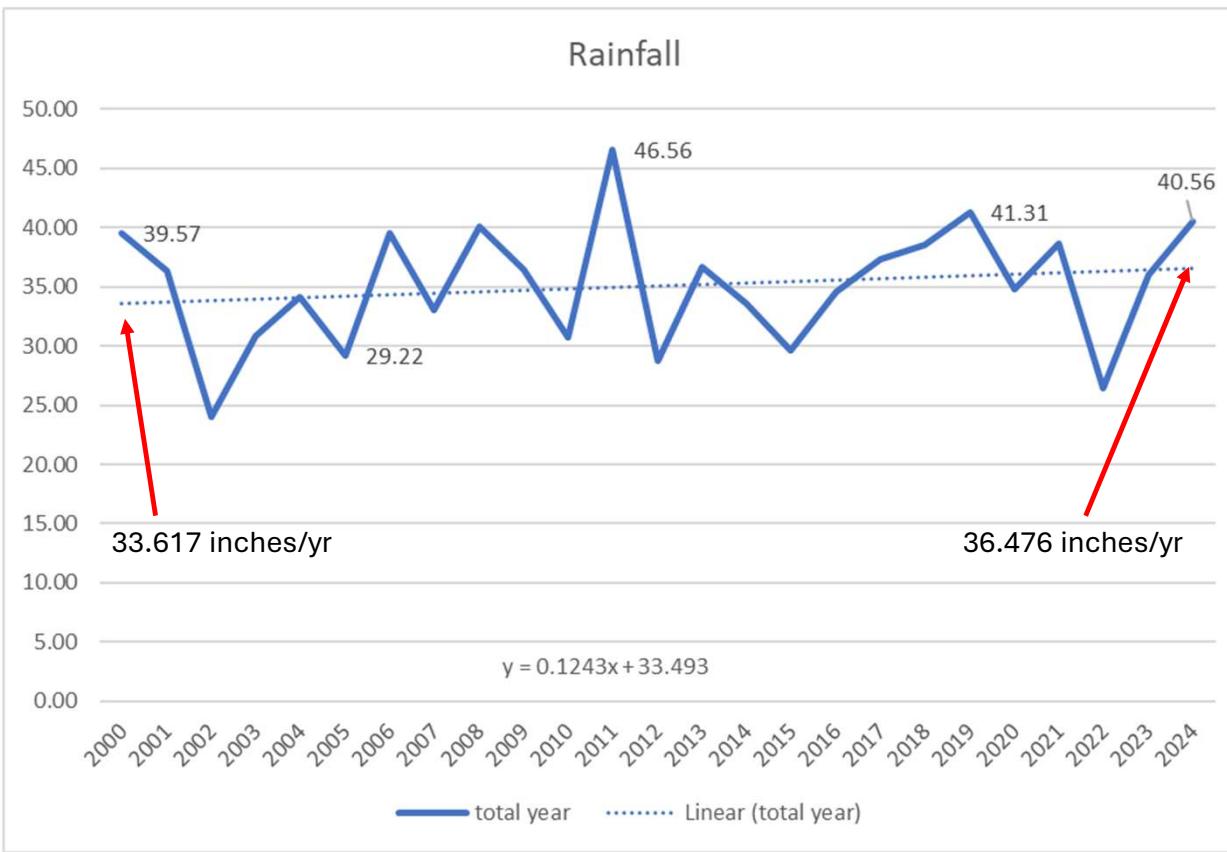
Conductivity is heavily impacting our water clarity (57% factor)

Limnologists point to **Nitrogen** (including **ammonia** build), **Phosphates**, **algae** and **boat churn** driving clarity issues

Discussion of Livingston County Drains and Timber Char bag additions to help reduce incoming pollution

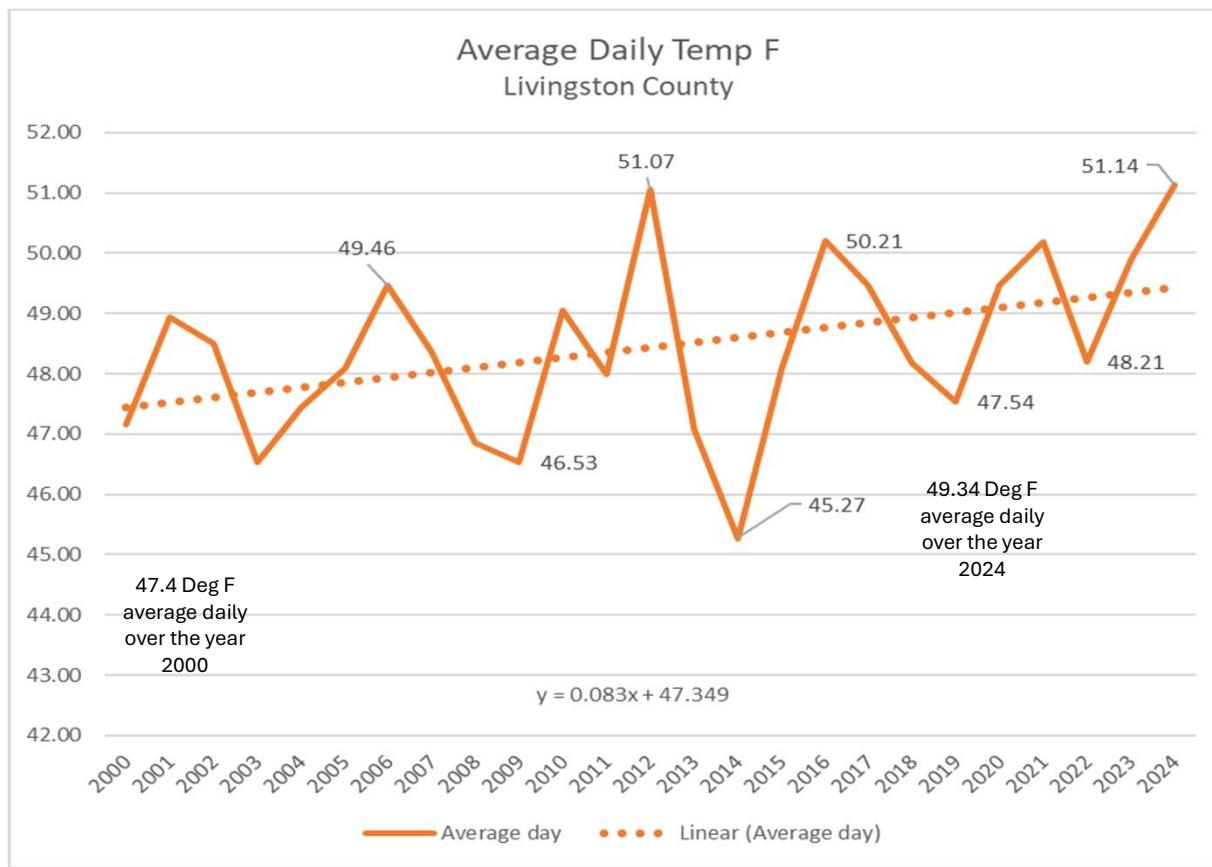
Drain Name	Twp. Length (Feet)	Total Length (Feet)	Twp. Section(s)	Date Est.		Timber Char Filtration Discussion
Brighton – Genoa	507	507	18, 19	1990	Grand River Drain	Double Timber Char bags Added bags for 15 inch Parking lot drain
Ravines of Woodland Lake	502	502	18	1995	Into Ore Creek East	Bags added to Hyne Road to help filter
Trappers Cove	622	622	18, 19	1990	Retention pond Hideaway Beach	This retention pond has very limited, if any flow, plus wetlands absorb any nutrients before lake
Woodland Lake West	296	296	18	1991	Hacker Road, inlet by island	Timber Char bags added July 3
Woodland Northshore	1,185	1,185	18	1993	Into Ore Creek, West	Timber Char bags added July 2

We are being proactive in trying to help collect some of the contamination coming into our lake.
We have installed Timber Char “walls” around the outlets of the main drains into our lake.



	Rain change/month
aug	2.1
oct	1.1
mar	1
jul	0.8
apr	0.7
jan	0.6
feb	0
jun	0
dec	-0.3
sep	-0.4
nov	-1
may	-1.6
Inc 2020-2025	2.86 inches

Rainfall trend per year has increased by 2.86 inches total per year on average on Woodland lake
 Heavier rains => more nutrients from road drains and creek beds, based on Limnologist's history
 Months of **August, October and March** have significantly more rain now than in the year 2000.
 GR, Hacker and other drains need to be assessed for flow capacity



	Av Temp change/month
dec	7.0
jan	3.0
may	3.0
oct	2.5
feb	2.0
mar	2.0
jul	1.0
jun	1.0
sep	1.0
aug	0.0
nov	-1.2
apr	-1.5
Inc 2020-2025	1.9

Temperature and rainfall averages are from NOAA, Livingston County

The important issue is not the total of 1.9 degrees for average daily, but the trend in **December, January and February** of significant average daily temperature increases.

Fewer Ice-over days drive warmer water in the spring, with more early weed growth and sunlight to bottom

The drain near Meier's flowerland were upgraded in 2012 to maximize flow capacity. Water had been overflowing onto the properties of the businesses and homes in that area prior to 2012. Now much greater flows are entering into the Grand River Drain.

Work with Drain commission on flow capacity/box size and filter management





Picture 4 of 4 showing Grand River Drain outlet on a dry morning.

Note the plastic bags and trash that have come through the drain in prior rains. Clearly not an effective filtration system in size or adequacy.



Picture 1 of 3 showing Timber Char around 15 inch drain from Meier's parking lot directly into the lake.

This pipe was added many years ago due to the main G R Drain still not handling the flows during heavy rains

Recreational Carrying Capacity is a **standardized approach** to assess safe boat density
 Exceeding 100% drives boater safety and total contamination issues into a lake
 WL is at 420% recommended density. 228 useable acres.

AT **12.25 acres/Boat**, the Public Launch by itself puts Woodland Lake at 150% of recommended boating density

Lake	Pine	Upper Crooked	Gull	Sherman	Woodland	Woodland + PUD
Boats with Greater than 25 HP	389	165	961	50	192	
Boats with motors Less or equal to 25 HP	200	53	48	25	52	
Personal Watercraft	98	30	198	6	44	
Sailboats	12	11	223	11	12	
Non-Motorized Boats	397	178	232	92	202	
Total	1096	437	1662	184	502	
Boats per household	1.90	1.57	2.28	1.92	1.65	1.65 x 11 = 18 more boats
Total Lake Area	660	645	2047	153	305	
Area less than 5 feet deep	284	361	203	28	74	
Shallowness ratio	0.43	0.56	0.10	0.18	0.24	average 7.5 feet
100 foot shoreline safety protection zone (acres)	147	167	162	35	77	
Useable lake area (Acres)	513	478	1885	118	228	
10% of moored Boats (Estimate during peak/study)	110	44	166	18	50	52
Public access boats (assumes full at peak)	5	9	70	15	28	28
Estimated Number of Boats on lake during Peak Periods	115	53	236	33	78	80
Useable Lake Area (Acres)	513	478	1885	118	228	228
Carrying Capacity (12.25 acres/Boat)	42	39	154	10	19	17
Percentage of Carrying Capacity at peak use	274%	135%	153%	347%	420%	471%
					With current housing	assumes only 11 net added homes/37 condos



See the impact wake boats are having on Wisconsin's inland lakes

Numerous studies (Including EGLE) recommend that they only be used more than **500 feet from shore** and in a **minimum of 15 feet of water** to prevent bottom churn (high ammonia levels, algae buildups, erosion **Aquatic life** is impacted due to resulting low dissolved Oxygen levels

EGLE working to eliminate Wake Boat use in inland lakes that do not meet these requirements

Woodland lake, at 7.5 foot average depth, is being negatively impacted by wake boats

OWL has spent **over \$350,000 in the past 2 years alone** trying to address water clarity and water quality issues. We are struggling to move the needle due to the number plus water displacement of boats and the amount of contamination being introduced from Drains, fertilizer and boats. This spending level is unsustainable with current SAD. This is confounded further by additional rain and average temperatures. Woodland Lake is a Brighton Township treasure that is in danger of being ruined due to excessive use and contamination.

Guidance
Needed
from Twp.
Planning

Summary of challenges for new development planning:

Each new residence built will add significant contamination to WL during build. Silt fences not effective

Each new residence adds probability of additional dock and boats, further adding to contamination and safety issues.

Both Lake front lots and secondary lots will add to boat loading

Septic systems were significant contaminators, most have been eliminated around Woodland Lake.

Each new residence creates a likely fertilizer/Lawn/leaf contamination source

Each new foot of road adds to drain number and size requirements and further contamination loading

WL currently has over 4 times the safe boating density recommended by EGLE and Army Corps of engineers. Boater safety and resultant contamination are problematic for enjoyment of our lake

Each square foot of development building replaces current vegetation that reduce lake contamination.

Silt fences do little to mitigate harmful chemicals and nutrients from running downhill into our lake during construction. Fuels, oils, cement powder and other fluids wash through and around these

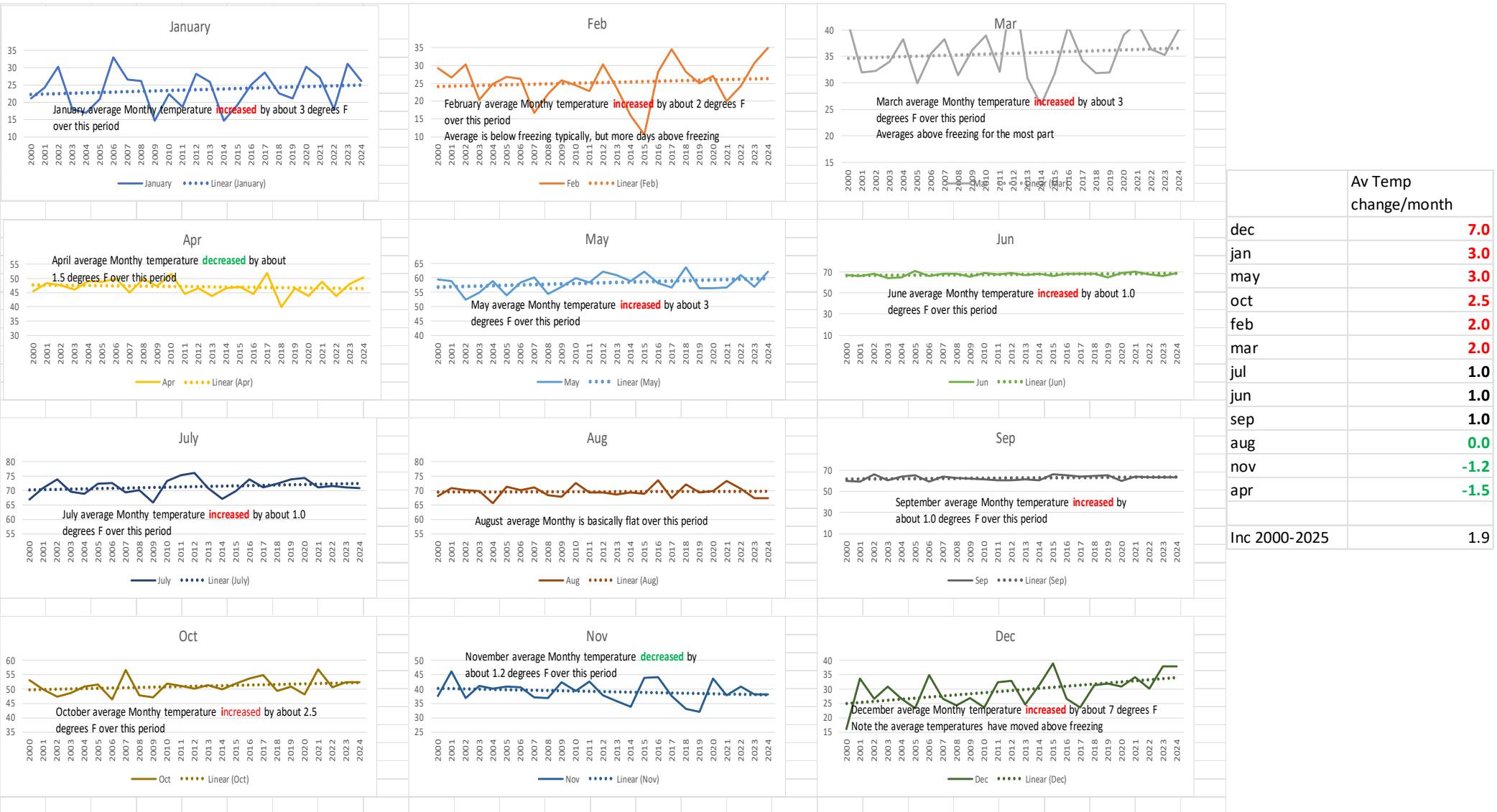


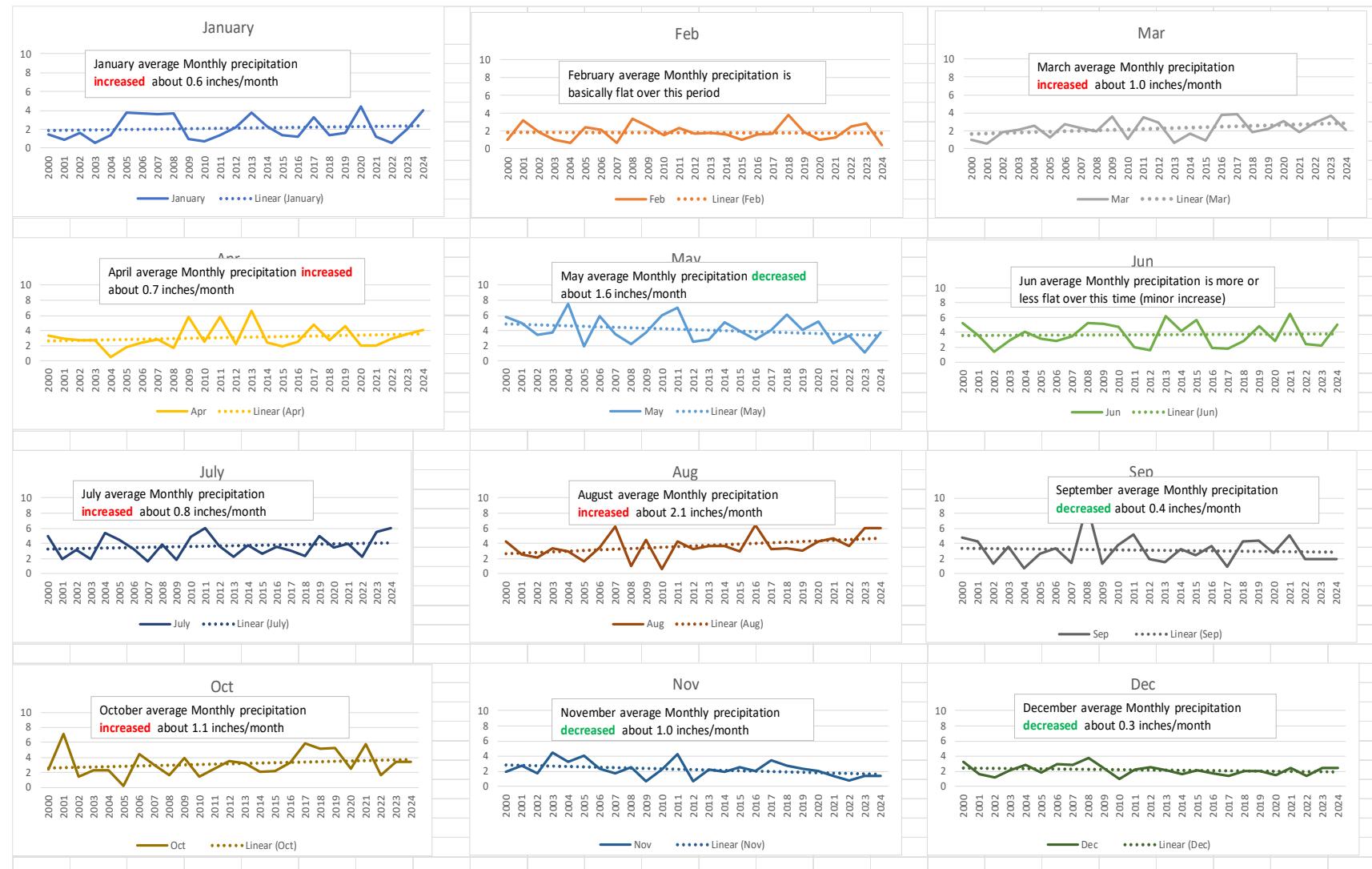
Guidance
Needed
from Twp.
Planning

Discussion and recommendations:

Current Wetlands must be protected, as they are helping to reduce nutrient contamination
Minimizing the number of residences and additional roads is critical to safety and water quality
What are methods for eliminating keyholing
Marina on WL had 35 slips grandfathered in (we believe)? Who polices additional slips?
Methods for eliminating docks that are not 1 for 1 with lakeside residences other than Marina?
Can we require that new homeowners are not able to have power boats?
How can we reduce contamination during build more effectively
Need sewers to be a requirement, no exceptions and no bonus
How can road drain systems be engineered to not lead into our lake
At minimum, maintain the current zoning. Is there a legal method to rezone current residential or commercial property on the lake to create a park/nature zone with no docks/buildings?
R2 designation requires that no more than 15% of each lot is allocated for building space. How do we enforce the 15% ruling
Current riparians are paying significant money and as of yet, are unable to reverse the contamination and dissolved oxygen problems substantially. Boat density is unsafe currently.
Can we assess contractors \$15k/year per new residence to help in our recovery attempts? (15-20 years)
Are Township funds available for lake remediation. How can Brighton Township help with lake cleanup?
Many inland lakes are having similar struggles with water cleanliness. During new build projects, silt fences do little to stop chemicals flowing downhill into lakes. Need to mitigate better than silt fencing around lakes. Requires water measurements at least weekly, with contractor penalties.

Back up slides





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aug	2.1
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feb	0
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dec	-0.3
sep	-0.4
nov	-1
may	-1.6
Inc 2020-2025	2.86 inches



MEMO



To: Kelly Mathews, Township Planner

From: Geric Rose, PE, PS | Kyle Paulson, PE, MBA, Fleis & Vandenbrink

Cc: Brian Vick, Township Manager

Date: October 8, 2025

RE: **Woodland Lake Water Quality Presentation Review**

Per your request, F&V has completed a cursory review of the 22-page document that the OWL plans to present to the commissioners at the October 13, 2025 planning commission meeting. While we did not review in detail the values and data within, it is our opinion that this document provides a good summary of data related to the primary stressors that are degrading the quality of the lake and risking impairment to the use of the lake. The document also includes discussion on safe boating density, a summary of challenges, and recommendations related to planning efforts.

In general, the stressors impacting the lake – e.g. nutrients, suspended solids, dissolved solids – are common to waterbodies in built-out areas primarily due to non-point source runoff from rainfall on the developed areas. Development throughout the watershed, not exclusively along the waterbody itself, contributes to the pollutant loads.

These watershed-based issues and the specifics for the Woodland Lake basin are discussed in detail in the 2002 document *"The Brighton Lake Subwatershed Management Plan – A Strategy to meet the Total Maximum Daily Load for Brighton Lake"*, which was approved by the Michigan Department of Environmental Quality to address the impacts associated with nonpoint source pollution and the long-term effort to restore and protect water quality of the area.

Since that plan has come out, the various municipalities and organizations with legal authority in the area have improved development standards and stormwater management requirements to minimize the impacts of developed areas moving forward.

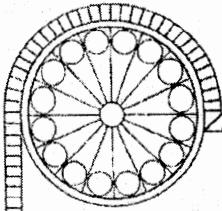
The challenge for the Woodland Lake area as to economically address the stormwater issues that result from previous generations of development – most often without stormwater-focused pollutant minimization measures – without stagnating growth for the surrounding communities and overburdening current development opportunities.

Hyne Airpark Site Condominium



Charter Township of Brighton

0 65 130 260 390 520
Feet



CHARTER TOWNSHIP OF BRIGHTON

4363 Buno Rd. • Brighton, Michigan 48114-9298 • Telephone: (810) 229-0550 Fax: (810) 229-1778
www.brightontwp.com

PLANNING COMMISSION APPLICATION

1. Date Filed 7/14/25 3. PC Number _____
2. Meeting Date 8/11/25 4. Fee Paid \$4,000.00

5. Applicant Information

Name Nicola's Contracting Inc.
Address 2913 East Maple Road
City/State/Zip Milford, MI 48381
Phone (248) 714-8382 Email nicola@nicolascontractinginc.com

Interest in the
Property (e.g. fee simple, land option, etc.)

Property Owner Other (Specify) _____

6. Current Property Owner Information

Name DAVE Teller
Address 3766 Noble
City/State/Zip Brighton, MI 48116
Phone 810-499-6172 Email Atten:DAVE@SBCglobal.net
Length of
Ownership 10 yrs

7. Location of Property for which the Application is Requested

Address 0 Hyne Road
Cross Streets Hyne Rd x Brandy Ln
Tax I.D. # 12-18-200-014

8. Property Information

Zoning District R-3 (Residential Single Family / 0.45 Acres)
Area (Acreage) 12.34 AC +/- Width 733' Depth 673'
Current Use Vacant

Charter Township of Brighton
Planning Commission Application

Page 2

9. Type and Description of Development

Site condominium consisting of 18 lots, with six (6) lots having allowance for airplane hangars.

PUD _____ Subdivision _____ Site Condo _____
New Site Plan _____ Revised Site Plan _____ Additional Phase _____

10. Site Plan Request

Describe your Request Request to go before the Brighton Township Planning Commission
to obtain their approval to develop a vacant site as a site condominium, which will include 18 single
family lots with up to six (6) airplane hangars.

I, Nicola D'Albato (applicant), do hereby swear that the
above statements are true.

I, Paul Keller (property owner), hereby give
permission for the Charter Township of Brighton staff and consultants to go on the
property for which the above referenced petition is proposed for purposes of verifying
information provided on the submitted application.

Signature of Applicant

Paul Keller Date: 7/11/25

Signature of Property
Owner

Paul Keller Date: 7-11-25

Brighton Township Planning Commission Action

Approved/Denied _____

Date _____

Conditions of Approval _____

PLANNING COMMISSION
SITE PLAN REVIEW
PROCEDURES AND SPECIFICATIONS

1. All plans or blueprints shall be prepared, signed and sealed by a licensed Architect or Engineer.
2. All petitions and plans must be filed with the Planning Department no later than thirty (30) days prior to the regular meeting of the Township Planning Commission.
RESUBMITTALS MUST BE IN THE PLANNING OFFICE FOURTEEN (14) DAYS PRIOR TO THE NEXT SCHEDULED REGULAR MEETING DATE.
3. The applicant(s), architect, or engineer of record or his/her authorized agent (by way of written letter) must appeal at the meeting. A brief presentation of the proposed project may be done at that time.
4. Applicant must initially submit five (5) paper copies and one (1) digital copy; when ready for planning commission approval (5) paper copies and one (1) digital copy of the site plan with the application. Email address is planner@brightontwp.com.
5. **The following fees are non-refundable and include two (2) reviews by the staff:**

Residential site plan review for a plat/site condo	\$4,000***
Residential site plan review for a plat/site condo and PUD/Conditional Zoning:	\$5,300***
Commercial site plan review	\$2,100***
Revised Commercial site Plan Review-	\$1,800***
Revised Residential site plan review-	\$2,900***

The above fees include the cost of one meeting per phase (optional, preliminary, etc.) If additional meetings are necessary, applicant will be responsible for additional costs. If reviews go beyond two (2) reviews, applicant is responsible for additional costs.

* * *Note: If the property is located within the Natural Features Overlay district, per Section 10-04 of the Zoning Ordinance, an Environmental Impact Assessment will be required. In addition, a Traffic Impact Study and a wetland survey may be required for all projects with impacts, as stated per Section 18-09. Additional costs incurred for these studies/surveys, will be the sole responsibility of the developer.

6. Following the site plan phase of the project, there is a final site plan/construction plan review phase of the project. This phase is handled administratively and the fee for this phase of the project is based on the construction cost of the job and includes two (2) plan reviews; the fee is paid at the time of submittal of plans. Construction plan reviews beyond two (2) submittals will be charged on an hourly basis but an escrow amount will be established up-front which will need to be paid prior to any additional reviews. After the construction plans are approved and the engineer issues his final letter, an inspection escrow amount based on the construction cost, performance bond amount, and any other fees associated with the project will be identified in the engineer's letter which will need to be paid prior to the issuance of a building permit. In addition, the building department has permit fees. The adopted Brighton Township Engineering Standards are on the Township's web site which applicants can review for more detail on the entire construction process.
7. NOTE: An evaluation of water and sewer REUs will be part of the review.

REQUIRED SPECIFICATIONS:

GENERAL INFORMATION:

- Include a north arrow, drawing scaled, drawing numbers, drawing date and revision dates, area location map, the proposed use, the property zoning, and adjacent zoning.
- Include the name of the developer, developer's name, address and phone number.
- All site plans should be prepared, signed and sealed by a registered architect or engineer.

GENERAL SITE INFORMATION:

- The legal description of the property, a boundary survey, and the tax numbers of the parcel need to be provided. The location and dimensions of lot lines and easements need to be shown.
- All existing and proposed topography shall be represented on a contour map which will accompany all proposed new structures. Existing topography information at a contour interval of two (2) feet or less plus proposed grading plan (including design of any on site storm water retention/detention area).
- The site plan needs to identify natural features such as wooded areas, soils, flood plains, wetlands and watercourses. The Planning Commission may require scenic

easements, woodlands, or portions of woodlands, rock formations or any natural feature of land or resource which would perpetuate the natural attractiveness of any site. All such scenic easements shall be maintained in perpetuity as described and approved on the site plan and supporting documents of record.

PROPOSED DEVELOPMENT INFORMATION:

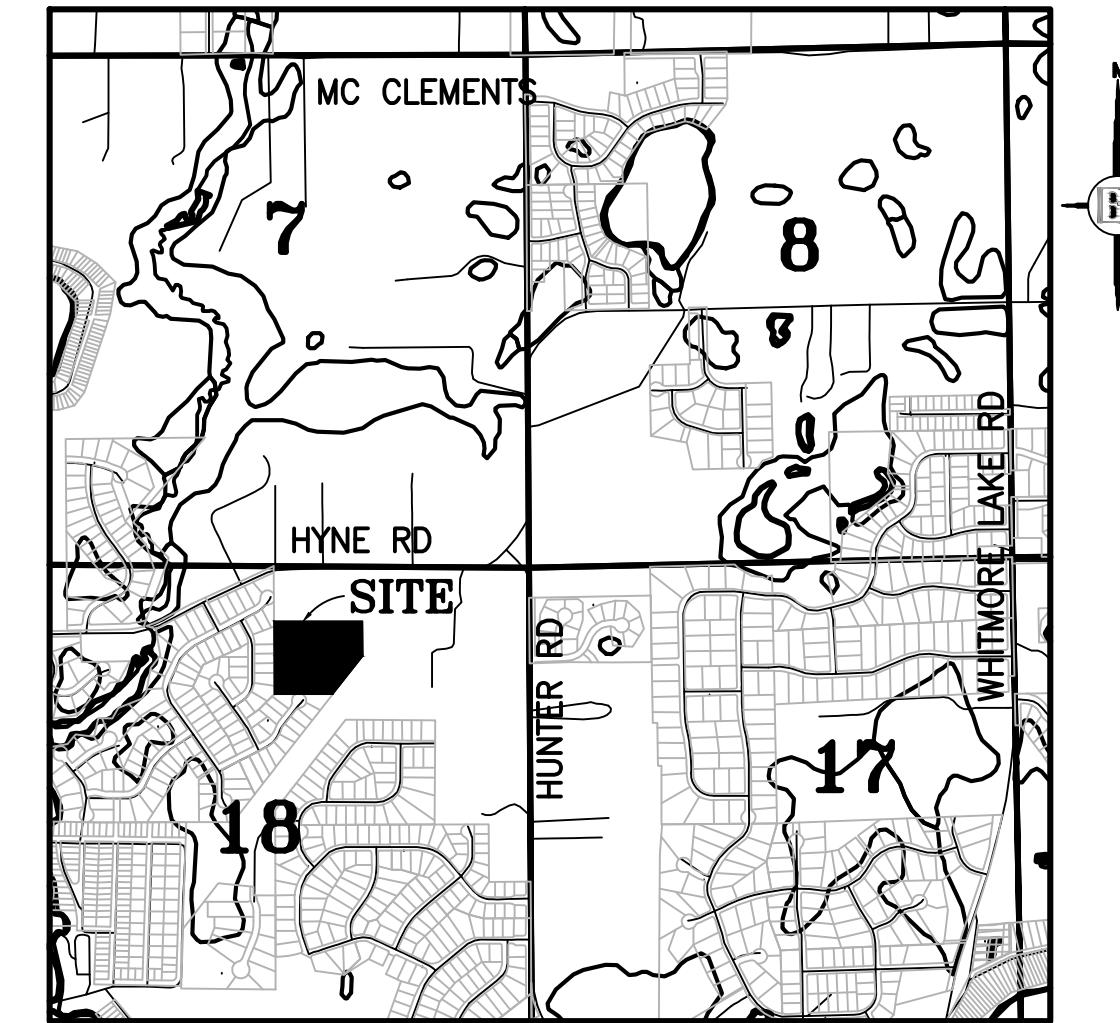
- Structures need to meet the area, height and bulk requirements for the zoning district. All required yards and setbacks need to be shown.
- Screening walls, greenbelts and landscaped areas need to be detailed and labeled. The location of any trees (5" caliper of greater) to be removed must be indicated.
- A lighting plan showing lighting location, height, area of illumination, and fixture details should be provided.
- Solid waste disposal methods need to be identified including the location of dumpsters and screening details.
- Details on signage need to be provided such as the type, size, height, illumination and location.
- Off-street parking calculations as required by the Ordinance should be met. Parking spaces (double striped), driveways, maneuvering lanes and acceleration and deceleration lanes shall be drawn to scale on all site plans. Barrier-free parking per ADA standards shall be designed in the same method and manner.
- Loading/unloading areas shall be accurately drawn and labeled. Access to loading areas need to provide adequate turning radii for trucks.
- Storm water drainage plan should be provided indicating drainage routes, slopes, materials, manholes, inverts and catch basin locations, and storm water detention / retention with supporting calculations.
- Sanitary sewage disposal and water systems should be identified.
- Include details on any pavement surface showing a cross section with pavement materials. An access permit from the Livingston County Road Commission may be required.
- Type and proposed location of any outdoor storage.
- Proposed use of each existing and each proposed structure in this development, number of stories, gross building floor space, and distances between structures.

Elevation plans, including height of exterior (front, side, and rear) facades of all buildings or structures on site, indicating proposed construction materials, including color and architecture.

Revised 6/14/23

Land Use Summary		
Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (ac)	12.34	12.34
Impervious Area (ac)	0.00	2.43
Total Pervious Area (ac)	12.34	9.91
Pervious Area Breakdown by Cover Type		
Meadow/fallow/natural areas (non-cultivated)	12.34	0
Predominant NRCS Soil Type (A, B, C, or D)	B	N/A
Improved areas (turf grass, landscape, row crops)	0.00	9.91
Predominant NRCS Soil Type (A,B,C, or D)	B	B
Wooded Areas		
Predominant NRCS Soil Type (A,B,C, or D)	N/A	N/A
CPVC Volume Calculated (cubic feet)	24684	
CPVC Volume Provided (cubic feet)	24684	
CPRC Volume Provided (cubic feet)	36077	

PRELIMINARY SITE PLAN & CONSTRUCTION PLANS FOR HYNE AIRPARK SITE CONDOMINIUM PART OF NE 1/4, SECTION 18, T2N-R6E BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



PROPERTY DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 18, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE DUE WEST, 1812.80 FEET (RECORDED AS 1813.96 FEET); THENCE S 00°12'28" E, (RECORDED AS S 00°13'24" E), 660.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID LINE, S 00°12'28" E, 357.13 FEET (RECORDED AS S 00°13'24" E, 357.27 FEET); THENCE S 38°13'44" W, 401.03 FEET (RECORDED AS S 38°11'45" W, 401.92 FEET); THENCE ALONG THE NORTH LINE OF "THE RAVINES OF WOODLAND LAKE 3, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 15, LIVINGSTON COUNTY RECORDS, S 89°54'29" W, 608.41 FEET (RECORDED AS WEST 608.26 FEET); THENCE ALONG EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS, AND THE NORTH-SOUTH 1/4 LINE OF SECTION 18, AS MONUMENTED, N 00°13'55" W (RECORDED AS N 00°13'24" W), 673.14 FEET; THENCE DUE EAST, 858.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.34 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED RELATIVE TO THE EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS.

GENERAL NOTES:

- NOTIFY THE BRIGHTON TOWNSHIP ENGINEERING DIVISION A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ALL CONSTRUCTION MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS ADOPTED BY THE BRIGHTON TOWNSHIP, LIVINGSTON COUNTY AND STATE OF MICHIGAN.
- UTILITIES TO BE UNDERGROUND.
- CALL MISS DIG A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ALL SOIL EROSION AND SEDIMENTATION MUST BE CONTROLLED AND CONTAINED ON SITE.
- ALL EXCAVATION UNDER OR WITHIN 3 FEET OF PUBLIC PAVEMENT, EXISTING OR PROPOSED, SHALL BE BACKFILLED AND COMPACTED WITH SAND (CLASS II MDOT).
- THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT. ENGINEERING SITE INSPECTION IS REQUIRED.

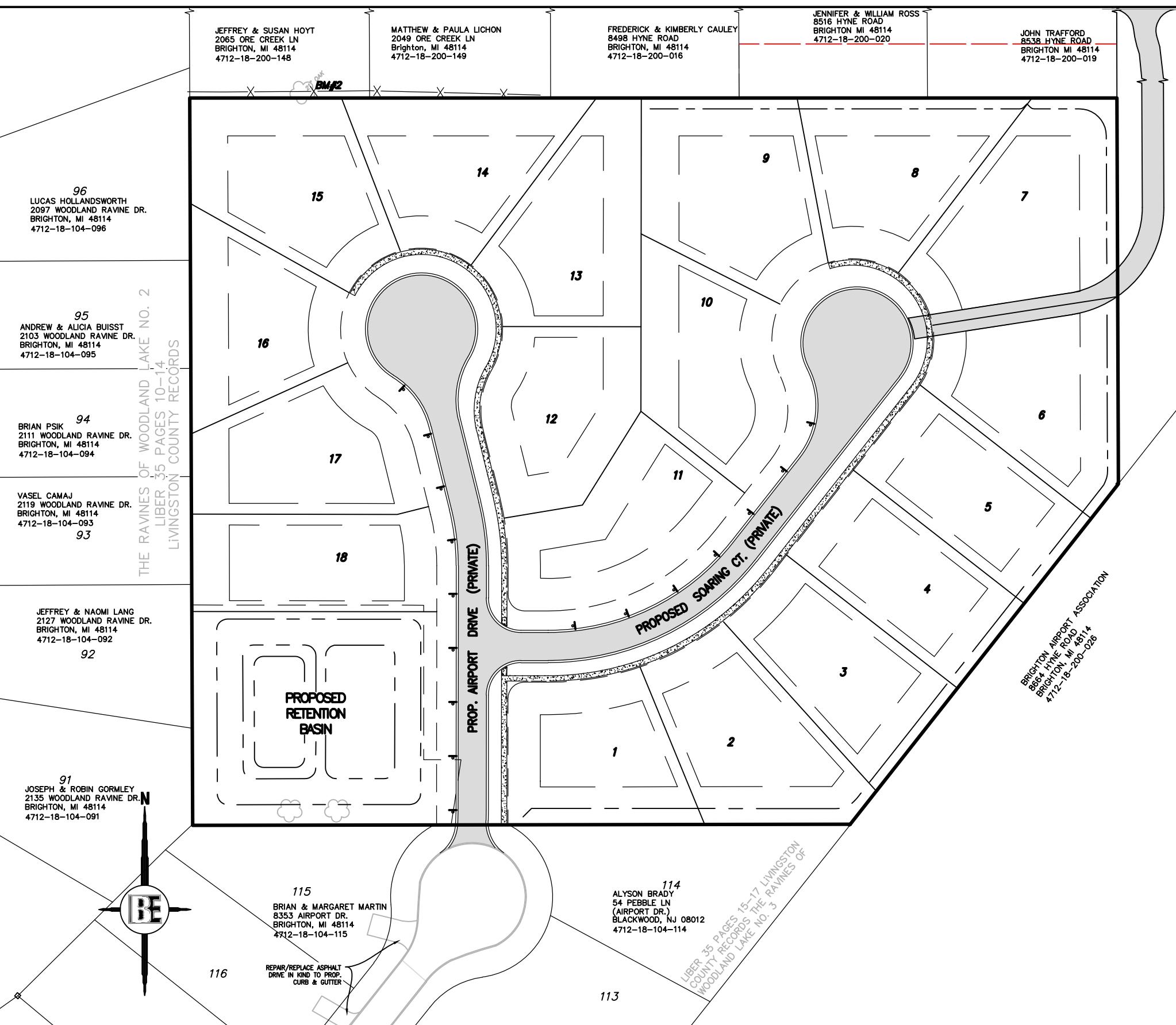
INDEMNIFICATION STATEMENT

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LAND OWNERS FOR DAMAGES TO INDIVIDUALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.

TRAFFIC STATEMENT
USE INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION MANUAL – 10TH EDITION CODE NUMBER 210 (SINGLE-FAMILY DETACHED HOUSING). THE SITE CONTAINS 18 DWELLING UNITS.

FOR SINGLE-FAMILY DETACHED HOUSING:
WEEKDAY = 9.44 TRIPS / DWELLING UNIT X 18 HOMES = 169.92 TRIPS
AM PEAK = 0.74 TRIPS / DWELLING UNIT X 18 HOMES = 13.32 TRIPS
PM PEAK = 0.99 TRIPS / DWELLING UNIT X 18 HOMES = 17.82 TRIPS

CONCLUSION:
THE NUMBER OF TRIPS GENERATED FOR THIS SITE WILL HAVE A NEGLIGIBLE IMPACT ON THE HYNE ROAD TRAFFIC DAILY AND IN THE AM & PM PEAK HOURS.



OVERALL SITE MAP
NO SCALE

PERMITS & APPROVALS		
AGENCY	DATE SUBMITTED	DATE APPROVED
BRIGHTON TOWNSHIP APPROVAL	7/14/25	—
LCDC DRAINAGE APPROVAL	7/14/25	—
LCDC SESC PERMIT	—	—
LCHD APPROVAL	7/14/25	—
LCRC APPROVAL	7/14/25	—
NPDES SESC NOC	—	—

LOCATION MAP

SCALE: 1" = 2000'

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	PRELIMINARY SITE PLAN
4	EMERGENCY ACCESS ROAD & CIRCULATION PLAN
5	GRADING & DRAINAGE PLAN
5A	SOIL EROSION & SEDIMENTATION CONTROL PLAN
6	DRAINAGE CALCULATIONS
7	LANDSCAPE PLAN
8	PAVING & STORM PLAN & PROFILE I
9	PAVING & STORM PLAN & PROFILE II
10	OFFROAD STORM SEWER PLAN & PROFILE I
11	OFFROAD STORM SEWER PLAN & PROFILE II
12	CONSTRUCTION DETAILS
13	BRIGHTON TOWNSHIP – STORM SEWER DETAILS

HYNE AIRPARK SITE CONDOMINIUM

PREPARED FOR:

NICOLA'S CONTRACTING INC.
2913 EAST MAPLE ROAD
MILFORD, MI 48381
PHONE: (248) 714-8382
EMAIL: NICOLA@NICLASCONTRACTINGINC.COM

PREPARED BY:

BOSS
Engineering

Engineers Surveyors Planners Landscape Architects

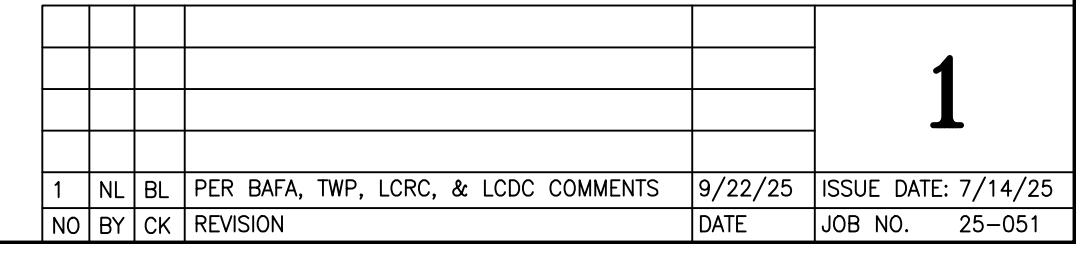
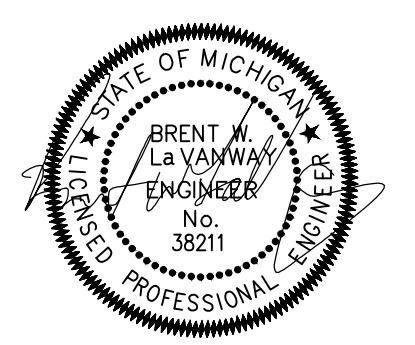
3121 E. GRAND RIVER AVE.

HOWELL, MI. 48843

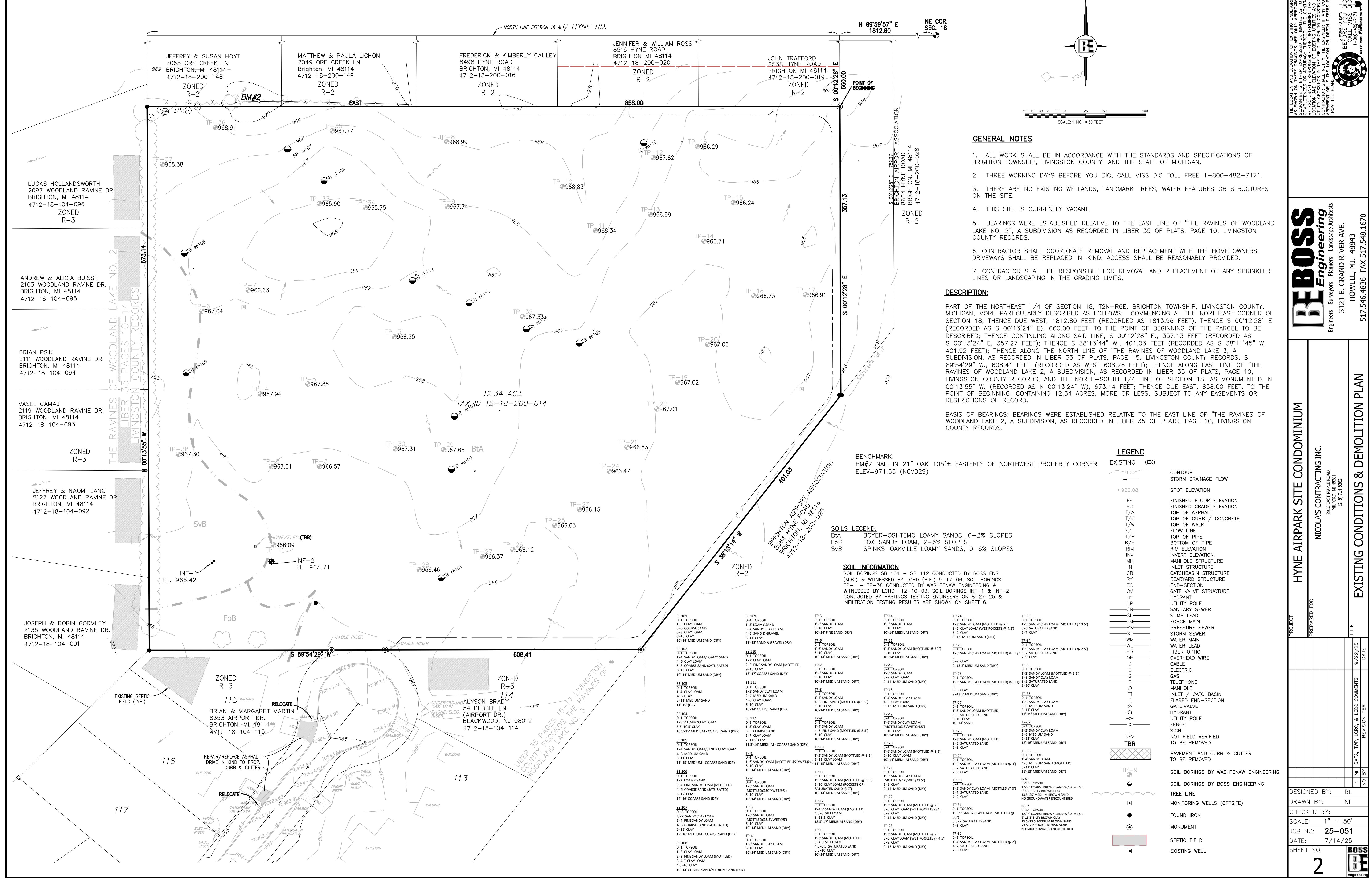
517.546.4836 FAX 517.548.1670

CONTACT: BRENT LAVANWAY

EMAIL: BRENTL@BOSSENG.COM



EXISTING CONDITIONS & DEMOLITION PLAN



WE THE PEOPLE

WE THE PEOPLE

WE THE PEOPLE

FOR NICOLA'S CONTRACTING INC.
2913 EAST MAPLE ROAD
MILFORD, MI 48381
(248) 714-8382

EXISTING CONDITIONS & DEMOLITION PLAN

PREPARED BY:	BL	TITLE
REVIEWED BY:	NL	DATE
APPROVED BY:	NL	
REVISION NO.:	25-051	
DATE:	7/14/25	
REVISION NO.:	2	BOSS Engineering

CIRCULATION PLAN FOR B.A.F.A. TRUCK

GENERAL NOTES

ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, AND THE STATE OF MICHIGAN.

THREE WORKING DAYS BEFORE YOU DIG, CALL MISS DIG TOLL FREE 1-800-482-7171.

THE PROPOSED ELEVATION OF THE EDGE DRAIN SHALL BE SET AT ROUGHLY 48" BELOW THE $\frac{1}{2}$ OF ROAD ELEVATION. EDGE DRAIN PIPING WILL BE INSTALLED AND CONNECTED TO THE STORM SEWER SYSTEM DURING SITE DEVELOPMENT.

A CURTAIN DRAIN SHALL BE INSTALLED ALONG THE NORTHERLY, EASTERLY & SOUTHERLY PROPERTY LINES IN ORDER TO CAPTURE THE SUBSURFACE DRAINAGE THAT IS ENCROACHING ONTO THE SITE, & DIRECT THAT FLOW INTO THE PROPOSED RETENTION BASIN.

PROPOSED WATER SERVICE: PRIVATE WELLS.

PROPOSED SANITARY SERVICE: PRIVATE SEPTIC SYSTEMS.

PROPOSED ROADS TO BE PRIVATE AND ARE SUBJECT TO APPROVAL BY THE BRIGHTON TOWNSHIP PLANNING COMMISSION & ENGINEER.

THE RETENTION BASIN AND EMERGENCY OVERFLOW STORM SEWER SHALL BE PUBLIC AND UNDER THE JURISDICTION OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER. THE DRAINAGE SYSTEM UPSTREAM OF THE RETENTION BASIN IS TO BE OWNED AND PROPERLY MAINTAINED BY THE HYNE AIRPARK HOME OWNERS ASSOCIATION.

FOOTPRINTS SHOWN ARE APPROXIMATE. EXACT BUILDING PLANS TO BE SUBMITTED AT TIME OF HOUSE CONSTRUCTION.

UNITS 2-7 SHALL BE ALLOWED TO HAVE AIRPLANE HANGARS.

NO WETLANDS, FLOODPLAIN, OR COUNTY DRAINS EXIST ON THIS PARCEL.

ALL SITWORK AND PAVING MUST BE IN ACCORDANCE WITH, OR SURPASS RECOMMENDATIONS OF SOILS REPORT. IF SOILS REPORT CONFLICTS WITH DRAWINGS AND SPECIFICATIONS, THE MORE PROHIBITIVE OF THE TWO SHALL TAKE PRECEDENCE AND BE CONSIDERED TO BE THE INTENT OF THE BID/CONSTRUCTION DOCUMENTS.

THE GENERAL CONTRACTOR SHALL KEEP THE AREA OUTSIDE THE CONSTRUCTION LIMITS CLEAN AT ALL TIMES.

THE GENERAL CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT.

DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.

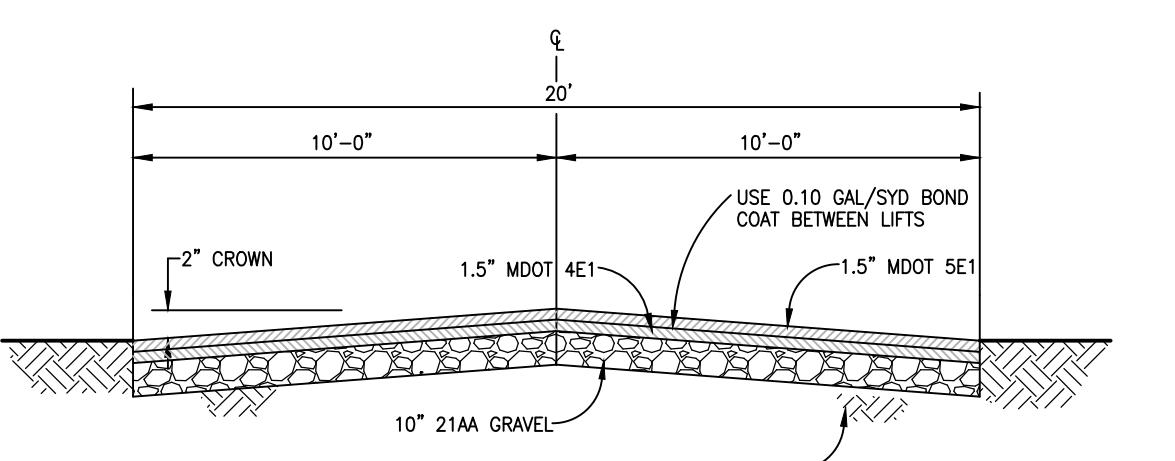
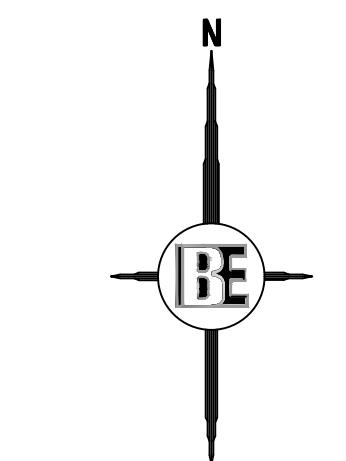
CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.

THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES, AND RIGHTS OF WAY, PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.

ANY DISCREPANCY IN THIS PLAN AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO START OF CONSTRUCTION. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREIN BEFORE BEGINNING CONSTRUCTION.

LIGHTING IS NOT PROPOSED FOR THIS DEVELOPMENT.

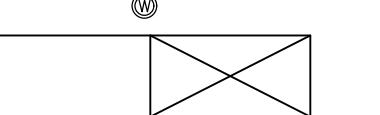
HOMES SHALL UTILIZE WEEKLY CURBSIDE GARBAGE PICKUP.



TYPICAL ROAD CROSS-SECTION AT EMERGENCY VEHICLE ACCESS

LEGEND

<u>PROPOSED (PR)</u>		<u>EXISTING (EX)</u>	
			CONTOUR
	XXX.XX	+ 922.08	STORM DRAINAGE FLOW
FF	FF		SPOT ELEVATION
FG	FG		FINISHED FLOOR ELEVATION
T/A	T/A		FINISHED GRADE ELEVATION
T/C	T/C		TOP OF ASPHALT
T/W	T/W		TOP OF CURB / CONCRETE
F/L	F/L		TOP OF WALK
T/P	T/P		FLOW LINE
B/P	B/P		TOP OF PIPE
RIM	RIM		BOTTOM OF PIPE
INV	INV		RIM ELEVATION
MH	MH		INVERT ELEVATION
IN	IN		MANHOLE STRUCTURE
CB	CB		INLET STRUCTURE
RY	RY		CATCHBASIN STRUCTURE
ES	ES		REARYARD STRUCTURE
GV	GV		END-SECTION
HY	HY		GATEVALVE STRUCTURE
UP	UP		HYDRANT
SN	SN		UTILITY POLE
SL	SL		SANITARY SEWER
FM	FM		SUMP LEAD
PS	PS		FORCE MAIN
ST	ST		PRESSURE SEWER
WM	WM		STORM SEWER
CD	CD		WATER MAIN
FO	FO		CURTAIN DRAIN
OH	OH		FIBER OPTIC
C	C		OVERHEAD WIRE
E	E		CABLE
G	G		ELECTRIC
T	T		GAS
●	○		TELEPHONE
■	□		MANHOLE
✿	〔		INLET / CATCHBASIN
✖	⊗		FLARED END-SECTION
●✖	○⊗		GATE VALVE
●●	○○		HYDRANT
X	X		UTILITY POLE
—	—		FENCE
—	—		SIGN
TBR	NFV		NOT FIELD VERIFIED
CSB			TO BE REMOVED
			COMPACTED SAND BACKFILL
			SANITARY SEWER LABEL
			STORM SEWER LABEL
			WATER MAIN LABEL
			SOIL EROSION CONTROL MEASURE (P=PERMANENT, T=TEMPORARY)
—	—		SILT FENCE
—	—		LIMITS OF GRADING/CLEARING
—	—		WETLAND BOUNDARY



PROJECT PREPARED FOR

HYNE AIRPARK SITE CONDOMINIUM

NICOLA'S CONTRACTING INC.

2913 EAST MAPLE ROAD
MILFORD, MI 48381
(248) 714-8382

EMERGENCY ACCESS ROAD & CIRCUMNATION PLAN

RPARK SITE CONDOMINIUM

NICOLA'S CONTRACTING INC.

2913 EAST MAPLE ROAD
MILFORD, MI 48381
(248) 714-8382

ACCESS ROAD & CIRCULATION PLAN

PROJECT

HYNE AIR

PREPARED FOR

EMERGENCY AC

CHECKED BY:
SCALE: 1" = 80'
JOB NO: 25-051
DATE: 7/14/25
SHEET NO. 4
BOS
B
Engineer

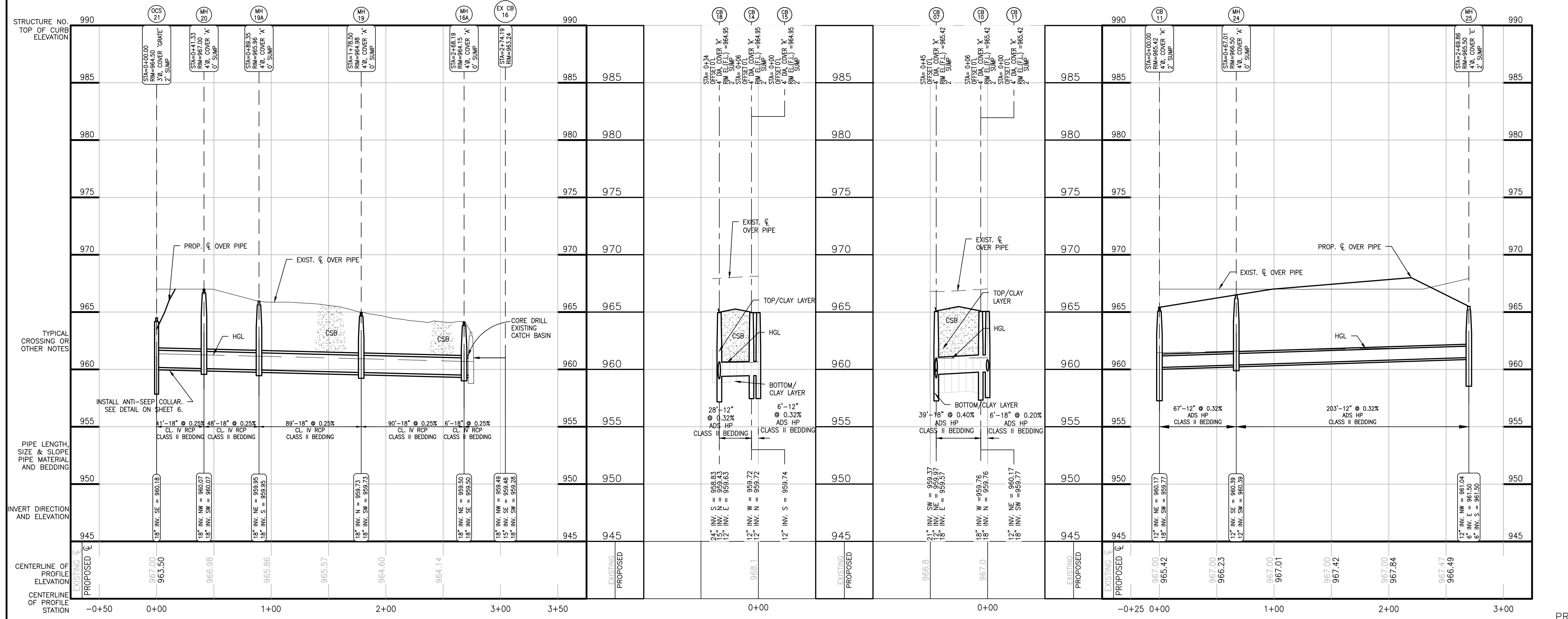
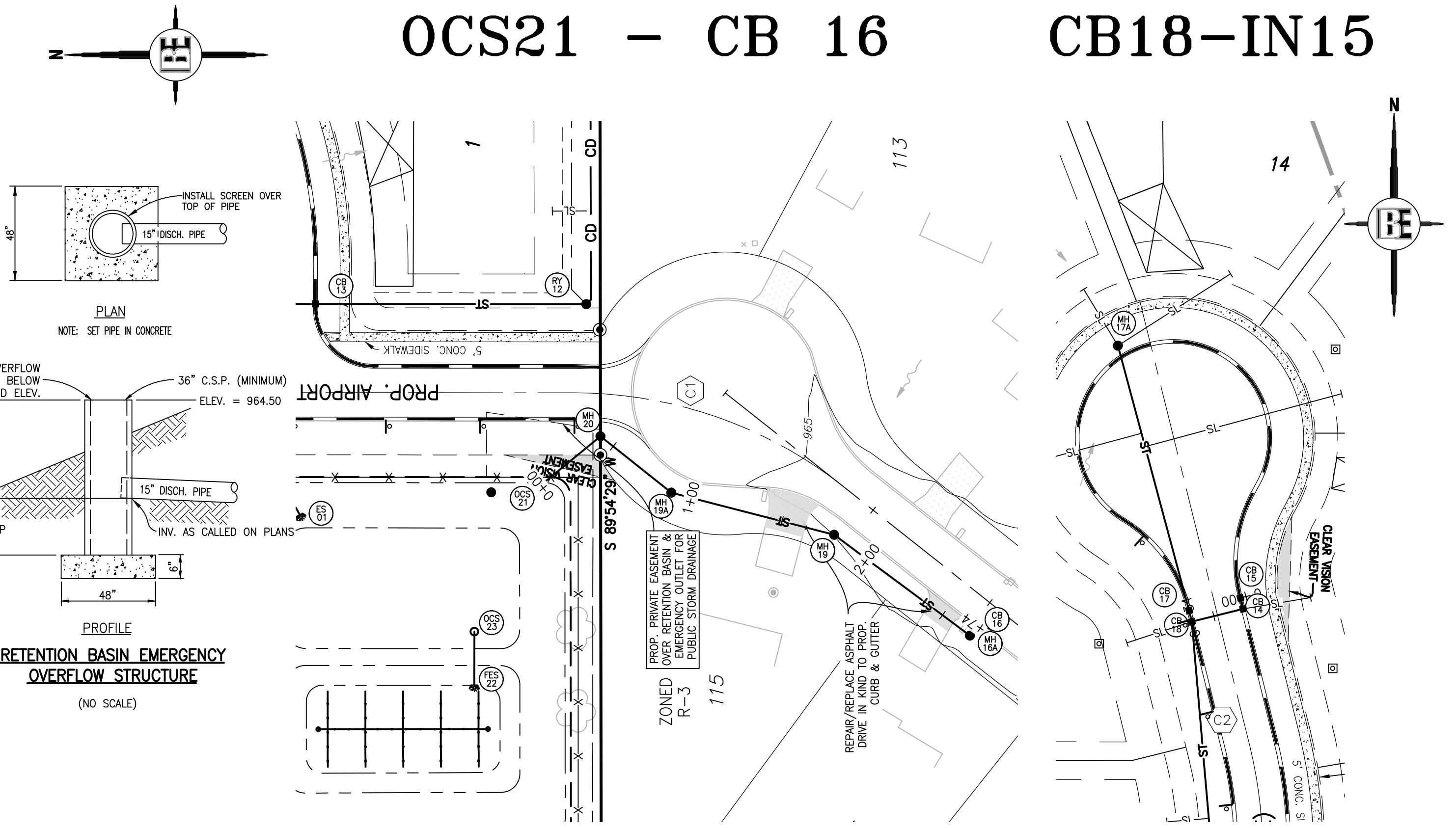
OFFROAD STORM SEWER PLAN & PROFILE

OCS21 - CB 16

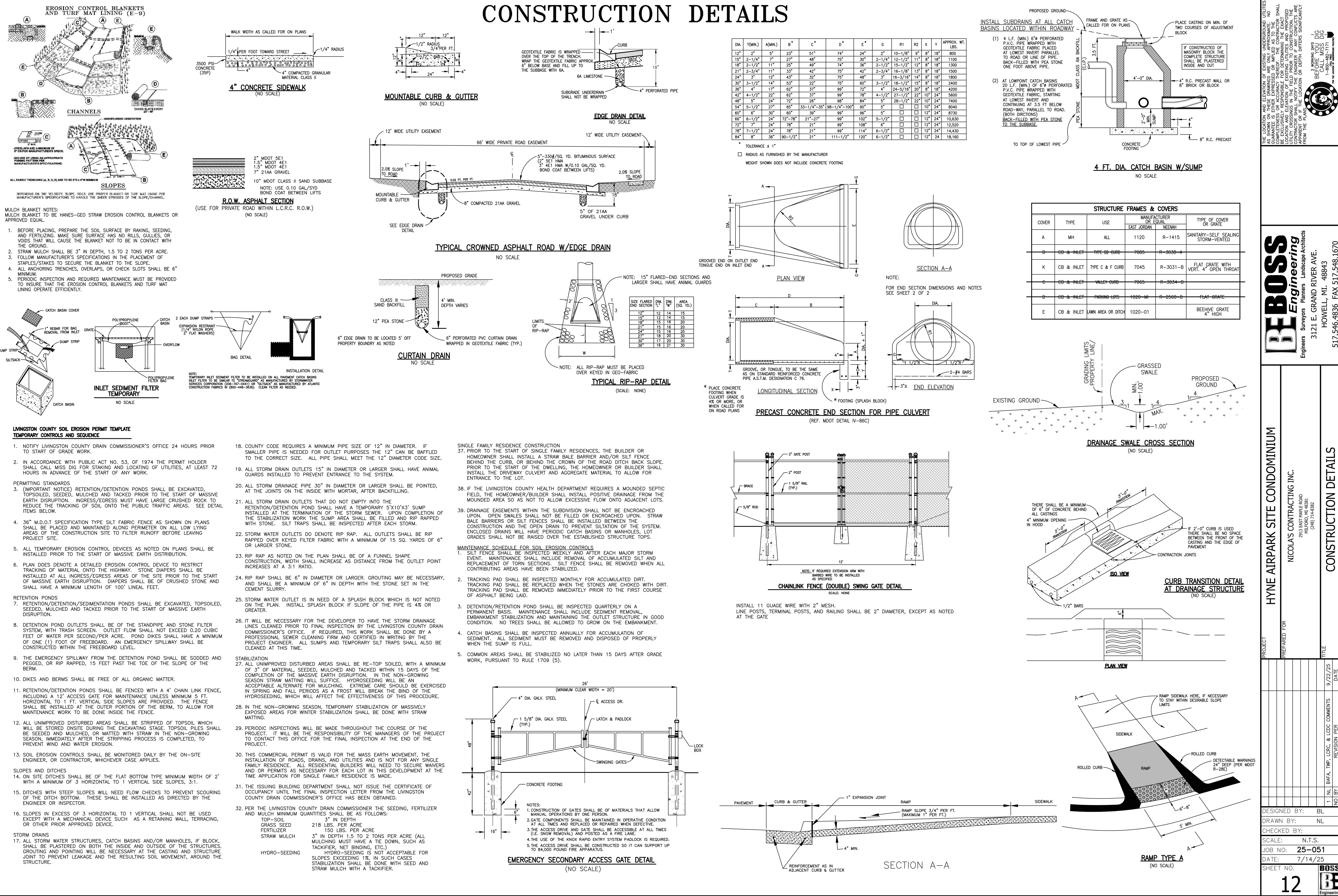
CB18-IN15

BENCHMARK:
BM#2 NAIL IN 21" OAK 105± EASTERLY
OF NORTHWEST PROPERTY CORNER
ELEV = 971.63 (NGVD29).

50 40 30 20 10 0 25 50 100
SCALE: 1 INCH = 50 FEET



CONSTRUCTION DETAILS



BEBOSS
Engineering

Engineers Surveyors
Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
517.546.4836 FAX 517.548.1670

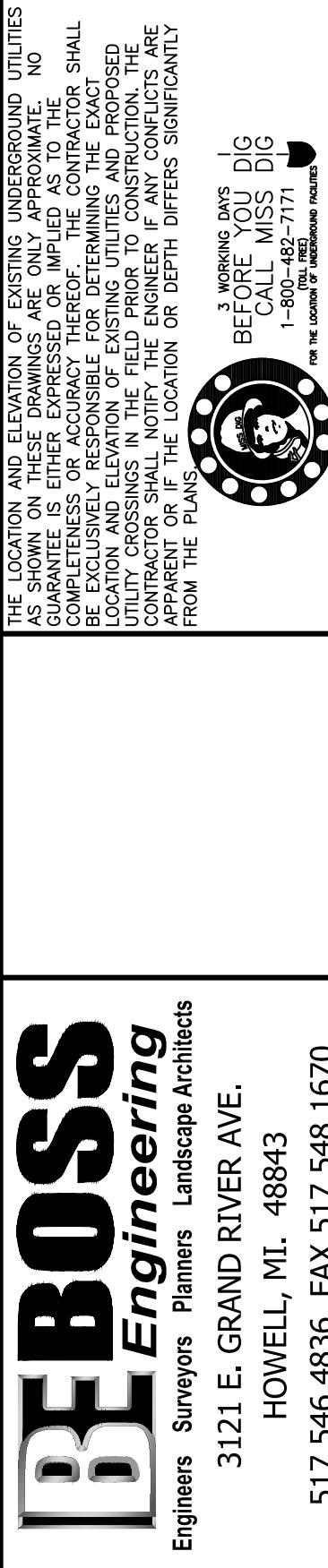
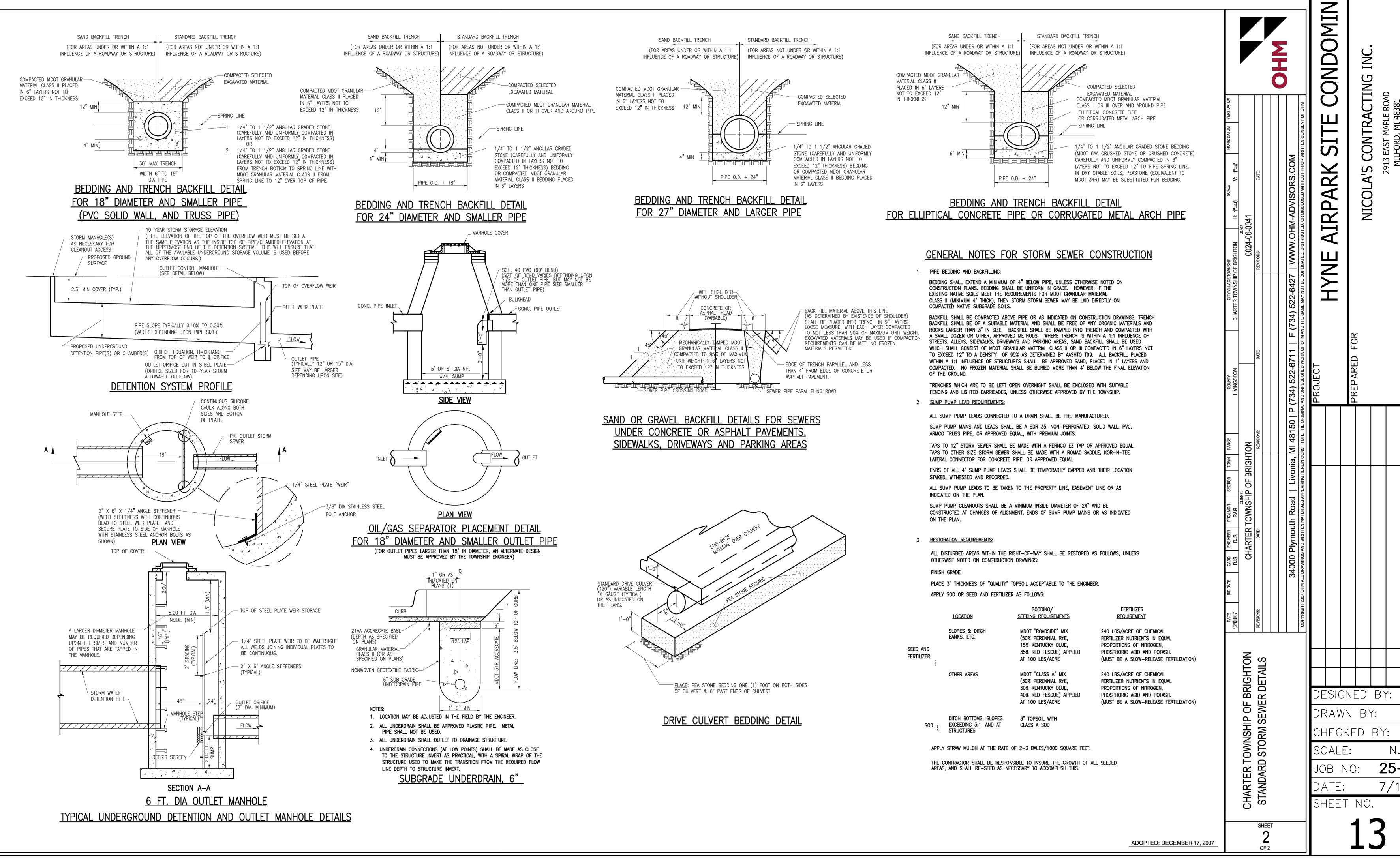
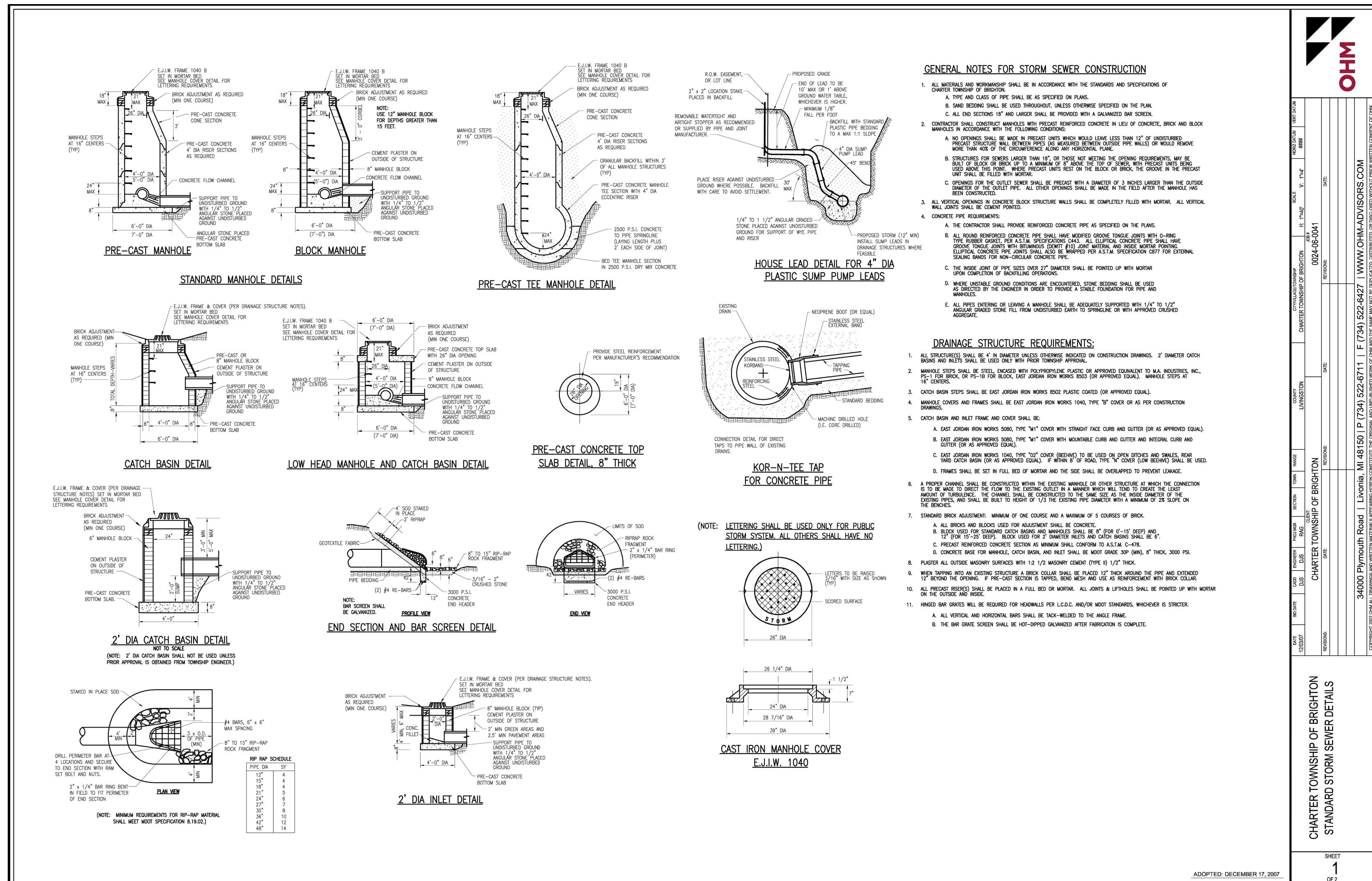
NICOLAIS CONTRACTING INC.
2915 EAST WADE ROAD
(248) 714-8382

CONSTRUCTION DETAILS

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY OF THESE DRAWINGS. THE CONTRACTOR SHALL ENSURE THAT THE EXISTING UTILITIES AND PROPOSED UTILITIES ARE LOCATED AND ELEVATED AS PER THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND RELOCATING EXISTING UTILITIES AND FOR THE COST OF CONSTRUCTION OF NEW UTILITIES IF THE LOCATION OF THE NEW UTILITIES DIFFERS SIGNIFICANTLY FROM THE PLANS.

3 WORKING DAYS
BEFORE ISSUING
DIG

1-800-482-7771
FOR THE EXCAVATION
DIGGING PERMIT



Date: September 29, 2025
To: Charter Township of Brighton Planning Commission
From: Kelly Mathews
Subject: Hyne Airpark Site Condominium
SP 25/04
Plans dated 9/22/25

Location: 12.33 acres off of Airport Lane, south of Hyne and west of Hunter adjacent to the airport

Request: Preliminary Site Condominium review of eighteen (18) detached site condominium units

Zoning: R-3 (Residential Single Family)

Tax ID #: 12-18-200-014

Applicant: Nicola's Contracting Inc.

Owner: Lucy LLC/Dave Keller

Per your request, the above application for preliminary condominium site plan review called "Hyne Airpark" has been reviewed. The applicant intends on constructing eighteen (18) sites for single family homes. The review is based on the proposal, a site visit and a review of the zoning standards. In making a recommendation on this request, the Planning Commission should apply appropriate standards in consideration of the review, additional comments from the applicant, and new information raised at the meeting.

PROCESS

The applicant will follow the procedures for condominium developments in accordance with *Article 20*. The plan shall be reviewed as follows:

Step	Action	Approval
1. Optional Tentative Condominium Review	Planning Commission review with recommendation to Township Board	Township Board
2. Preliminary Condominium Plan Review	Planning Commission review with Recommendation to Township Board	Township Board
3. Construction Plan Review	Township staff and consultant review	Township Planner
4. Final Condominium Review	Township staff and consultant review	Township Planner

SITE PLAN DISCUSSION

In accordance with *Article 18* and *Article 20* which describes the information and standards for site condominium projects.

- Use.** Eighteen (18) detached site condominiums of 20,000 sq. ft. or greater are proposed in the 12.33-acre site located north of Airport Lane, south of Hyne and West of Hunter. Single family homes are allowed in the R-3 Residential Single-Family District but not the hangars, and other airport-related uses. The applicant received a ZBA use variance for hangars for lots #2-7 and a dimensional variance for the removal of the landscape buffer along those lots on 9/24/25.
- Lot and Setback Requirements.** The following table lists the Township's requirements for the R-3 Zoning District and what has been proposed.

	Required R-3	Provided	Comments
Individual Lot Sizes	20,000 sq. ft. (0.46 acres)	Min. 20,009 sq. ft. Max. 29,344 sq. ft.	In compliance
Lot Width	80 ft.	80 ft. min.	In compliance
Front Yard Setbacks (Airport Dr. & Soaring Ct.)	30 ft.	30 ft.	In compliance
Rear Yard Setback	35 ft.	35 ft.	In compliance
Side Yard Setbacks (east and west)	5 ft. each	5 ft. each	In compliance

- Vehicular Circulation.** Access is via the existing Airport Lane which will be extended into two (2) private road cul-de-sacs called Airport Drive and Soaring Court. A twenty (20) ft. emergency access only to Hyne Road is proposed. The existing Airport Lane extends through the Ravines of Woodland Lake #2 subdivision.
- Pedestrian Circulation.** One side of each of the proposed roads is required to have a five (5) ft. concrete sidewalk per *Sec. 16-08* of the zoning ordinance which is proposed.
- Landscape Plan and Maintenance Plan.** Per *Sec. 20*, a landscape plan is required for site condominium review. Per *Sec. 14-02(i)(2)*, two (2) deciduous trees are required per unit which is shown on the plan. All of the units have two trees. The plans specify three (3") inch caliper deciduous trees as required.

No buffer zones are required along the perimeter of the site since it is residential to residential except for the east side of the site which abuts the airport. The airport is zoned residential but is a commercial site so the buffer required is a twenty (20) ft. wide buffer

with one deciduous, one evergreen, and four (4) shrubs for every thirty (30) lineal ft. and a berm or fence/wall. No landscaping is proposed due to the proposed aircraft access. The applicant received a ZBA variance for the removal of the buffer from the ZBA on 9/24/25.

Landscaping is also required around the retention basin per *Sec. 14-02(h)* which requires one tree and ten (10) shrubs per fifty (50) lineal ft. which totals fourteen (14) trees and 131 shrubs. Twenty-four (24) trees and 131 shrubs are depicted which meets the ordinance. A six (6) ft. high chain link fence painted black is proposed around the retention area.

It has been stated on the site plan what the method of irrigation is for the landscaping (sprinkler). The maintenance responsibilities are identified on the site plan and in the master deed.

6. **Signs.** No entry signage is proposed.
7. **Lighting.** None proposed.
8. **Utilities.** The applicant intends on septic and well. The applicant will have to obtain approval from the Livingston County Department of Public Health (LCDPH). A copy of their approval should be forwarded to the Township prior to preliminary approval of the site plan.
9. **Condominium Documents.** Condominium documents have been submitted to the Township and will be reviewed and approved by the Township Attorney as part of the preliminary site plan approval. Language must be included regarding landscape maintenance and irrigation of all common areas, the usage of one trash removal service for the development, maintenance of the detention pond when 1/3rd full, the airport related uses (hangars and access), future connection into public sewer and water if available, and any other issues discussed at the meetings.
10. **Agency Approvals.** Copies of all applicable County, State and Agency approvals need to be submitted to the Township prior to preliminary condominium approval, including but not limited to:
 - a. Livingston County Drain Commission
 - b. Livingston County Road Commission
 - c. Livingston County Public Health Department
 - d. Township Engineer
 - e. Brighton Area Fire Authority
 - f. FAA, MDA, and any other airport-related requirements

RECOMMENDATION

It is recommended that the Planning Commission recommend approval to the Township Board with any outstanding items being resolved prior to attendance at a Township Board meeting.



October 6, 2025

Via Email: planner@brightontwp.com

Kelly Mathews, Planner
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

**RE: Hyne Airpark Site Condominium
Preliminary Site Plan Review (2nd Review)
F&V Project No. 873780**

Dear Kelly:

We have completed an engineering review of the preliminary site plan, revised dated September 22, 2025, for the proposed 18 Unit Site Condominium with respect to drainage, paving, traffic impacts, site circulation, and public utilities. Units 2 through 7 may have airplane hangars with access to the adjacent airport. Based on our review, we offer the following comments and recommendations for your consideration:

1. The applicant is proposing private roads with private storm sewer. The retention basin is proposed to be public under the jurisdiction of the Livingston County Drain Commissioner.
2. The existing Airport Lane shall be labeled on the plan sheets and indicated as a public road.
3. The proposed drive replacement for 8345 Airport Lane (Unit 116) shall be identified as concrete on subsequent plan submittals to match the existing surface. Removal and replacement shall be to the nearest joint.
4. The profile on Sheet 8 for the retention area overflow shall be revised to match the revised route.
5. Additional grading and detailed design review will be completed at the time of construction plan submittal.
6. Preliminary approvals shall be obtained from the Livingston County Drain Commissioner and Livingston County Road Commission.

If you have any questions or need any additional information, please contact us at (810) 743-9120 or via e-mail at grose@fveng.com.

Sincerely,

FLEIS & VANDENBRINK

Geric L. Rose, PE, PS
Regional Manager, Associate

Cc (via email):
Brent LaVanway, PE, Boss Engineering (brentl@bosseng.com)
Nicola's Contracting Inc. (nicola@nicolascontractinginc.com)
Kim Hiller, Livingston County Road Commission
Ken Recker, P.E., Chief Deputy Drain Commissioner, Livingston County
Mitch Dempsey, Environmental Projects Manager, Livingston County
Jim Rowell, Building Official, Livingston County
Richard Boisvert, CFPS Fire Marshal, Brighton Area Fire Authority
Brian Vick, Township Manager
Dan Cabage, F&V

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334

P: 248.536.0080
F: 248.536.0079
www.fveng.com



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

August 4, 2025

Kelly Mathews, Planner
Charter Township of Brighton
Building and Planning
4363 Buno Road
Brighton, MI 48114

RE: Hyne Airpark Site Condominiums
S. of Hyne, W. of Hunter
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above-mentioned site plan. The plans were received for review on July 25, 2025, and the drawings are dated July 14, 2025. The project is for the proposed construction of 18 additional residential units and associated site improvements on an existing vacant parcel of land. The development connects to an existing residential community. The plan review is based on the requirements of the International Fire Code (IFC) 2024 edition.

1. Provide details of an approved access gate that shall be installed at the entrance to the secondary access drive. The gate must be set back approximately 60 feet from Hyne Rd. to allow emergency vehicle access without obstructing traffic. The gate shall be provided with signage indicating Emergency Vehicle Access Only, and it shall be secured with a Knox padlock along with a maintenance lock.

IFC 503.5
IFC 503.5.1

2. The secondary emergency vehicle access drive is shown at 20 feet wide as required; however, the proposed driving surface from Hyne Rd. to the development is shown as compacted limestone. The access drive surface shall be a maintainable surface for all weather conditions and must be improved to match the construction standards of the roads within the development. Also, include the location of the proposed fire lane signage on one side of the roads within the development and both sides of the emergency access. Provide a detail of the fire lane sign in the submittal. Access roads to the site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 84,000 pounds.

IFC D 103.6
IFC D 103.1
IFC D 102.1
IFC D 103.3

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). The applicant is reminded that the fire authority must review the fire protection systems submittals (sprinkler & alarm) prior to permit issuance by the Building Department and that the authority will also review the building plans for life safety requirements in conjunction with the Building Department.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,



August 4, 2025

Page 2

Hyne Airpark Site Condominiums

S. of Hyne, W. of Hunter

Site Plan Review

A handwritten signature in black ink, appearing to read "R. Boisvert".

Rick Boisvert, CFPS
Fire Marshal

cc: Geric Rose-Fleis & Vandenbrink (grose@fveng.com)
Daniel Cabage-Fleis & Vandenbrink (dcabbage@fveng.com)



Brian Jonckheere

Livingston County Drain Commissioner

2300 E. Grand River Ave., Ste. 105

Howell, MI 48843-7581

Phone: 517-546-0040 FAX: 517-545-9658

Website: www.milivcounty.gov/drain Email: drain@livgov.com

August 12, 2025

Nick Lamberjack
Boss Engineering
3121 E. Grand River
Howell, Michigan 48843

Re: Hyne Airpark Site Condominium
Construction Plans
NE 1/4 of Sec. 18, Brighton Twp.

Dear Mr. Lamberjack:

I received Construction Plans for the above referenced development on July 15, 2025. The submitted information has been reviewed for conformance with the current L.C.D.C "Procedures and Design Criteria for Stormwater Management Systems." My comments on the proposed drainage design are as follows:

1.) Drainage System Ownership - General Note #8 found on Page 3 states that the retention basin and emergency overflow storm sewer are to be public and under the Livingston County Drain Commissioner's (LCDC) jurisdiction. The note also states that the drainage system upstream of the retention basin is to be owned and maintained by the Hyne Airpark Homeowners Association.

A proposed agreement for adding lands to the Ravines of Woodland Lake Drainage District is attached to this agreement for consideration by the owner. For the privately maintained portions upstream of the proposed retention basin, a stormwater maintenance agreement, similar of that found in Appendix K in the current LCDC Design Criteria, should be executed between the Hyne Airpark Homeowners Association and the Ravines of Woodland Lake Drainage District. Both of these documents will need to be submitted prior to issuance of Soil Erosion Control Permits for the project.

2.) Overall Drainage Concept - The 12.34 acre project site, located along the northwest side of the Brighton Airport runway west of Hunter Road and south of Hyne Road, is currently vacant. The proposed site improvements consist of 2 private dead end roads (Airport Drive and Soaring Court) that will provide access from the existing Airport Drive to the proposed 18 site condominium units, a 20 foot wide emergency access drive from Soaring Court to Hyne Road and a drainage system with a retention basin.

Runoff from most of the parcel is currently retained in several onsite low areas due to the existing topography. The proposed site runoff will be captured and routed by the new storm sewers to the proposed retention basin located at the southwest corner of the site. The retention basin

will have an emergency overflow pipe connected to the existing Livingston County Road Commission (LCRC) storm sewer located within the existing Airport Drive R.O.W. We anticipate the LCRC requiring the overflow spillway to the Ravine Park Basin to be dedicated as part of the Drain serving the project.

- 3.) Existing Conditions Plan - Sheet 2 should be updated to reflect the current site topography extending at least 100 feet outside the parcel boundary. Sheet 5 indicates an existing pothole located within the proposed retention basin area that is not currently shown on Sheet 2. Furthermore, the Soil Boring #100 and #101 locations shown on Sheet 5 should be reflected on Sheet 2 along with their corresponding soil boring log information.
- 4.) Drainage Areas Plan - The Construction Plans should include a Drainage Areas Plan showing the boundary and acreage of the offsite and onsite tributary areas flowing to each proposed drainage structure.
- 5.) Stormwater Detention/Infiltration - No infiltration testing information was submitted with the Construction Plans to document the 1"/hr. infiltration rate used in the design calculations. A geotechnical report confirming that infiltration testing was performed within the proposed retention basin bottom area, in accordance with the current LCDC requirements, should be provided to your office. The following additional stormwater retention related items should be addressed on the plans:
 - a.) The proposed retention basin bottom should be no higher than Elevation 952.00 to ensure that it extends down into the underlying permeable sand. The proposed forebay sump depth should be a minimum of 3 feet.
 - b.) Calculations should be provided documenting that the proposed basin will completely dewater within 72 hours.
 - c.) A maintenance access path having slopes no steeper than 1V on 5H should be provided between the road ROW and the outlet control structures.
 - d.) The entire proposed forebay and retention basin 1V on 3H sideslope area should be stabilized with 3" topsoil, seed and staked mulch blankets (or sod.)
 - e.) OCS 21 should be shifted east to a location where at least 2 feet of cover will be provided over top of its 15" diameter outlet pipe.
 - f.) The Retention Basin Cross Section shown on Sheet 6 should be revised to reflect the proper location of the proposed overflow structure.
 - g.) Anti-seep collars should be provided on the outlet pipes flowing from both OCS 21 and OCS 23.
 - h.) The proposed rip-rap aprons and swale lining should be shown extending down to the toe of the basin sideslope.
 - i.) The Land Use Summary Table found on the Cover Sheet should indicate the CPVC Volume Provided as 22,703 C.F.

- 6.) Stormwater Conveyance - The proposed location of the perimeter curtain drains should be clarified. The plans show them approximately 5' off the property lines, while the detail found on Sheet 12 indicates them to be 10' off the property lines. A drainage swale should be provided above these curtain drains. The following additional storm sewer related items should be addressed on the plans:
 - a.) The limits of the required compacted sand backfill should be shown on the storm sewer profiles.
 - b.) The location of the proposed offroad drainage structures should be clearly defined on the plans using dimensions from property lines or a project coordinate system. If a coordinate system is used for this purpose, coordinates should also be provided for the site's property corners.
- 7.) Site Grading - The proposed grading shown will result in undrained low areas within the proposed building envelopes on Sites 1, 2, 7 and 8. Positive drainage must be maintained throughout the site during construction. The following additional grading related items should also be addressed on the plans:
 - a.) The Typical Road Cross Section found on Sheet 12 should be extended to show the intended grading relationship of the adjacent R.O.W. and proposed sidewalks.
 - b.) The proposed grading of the Emergency Access Drive should be clearly indicated on the plans. Positive drainage must be maintained along the entire length of this drive.
 - c.) All slopes steeper than 1V on 4H should be stabilized with 3" topsoil, seed and staked mulch blankets (or sod) and so noted on the plans.
- 8.) Drainage Easements - 20 foot minimum width drainage easements should be provided along the perimeter curtain drains/swales and the sideyard storm sewer proposed between Sites 7 and 8.

I am withholding approval of the Construction Plans for Hyne Airpark Site Condominium until the above-mentioned items have been addressed.

Very truly yours,



Kenneth E. Recker, II, P.E.
Chief Deputy Drain Commissioner

C: Kelly Matthews, Brighton Township
Geric Rose, Fleis & Vandenbrink
Paul Lewisley, Spaulding DeDecker
Dave Keller, Lucy LLC

12 ac parcel (Parcel ID: 4712-18-200-014)

From Bssor1 <bill@bssor.com>

Date Wed 8/27/2025 5:02 AM

To Planner <planner@brightontwp.com>

Kelly,

I have a question about access to this parcel from Hyne.

I live at 8516 Hyne Road, my 2 neighbors and I have deeded access to the airport so that we can bring planes onto our property.

I know my neighbor at 8538 Hyne uses the access on a daily basis and I use it less frequently.

The proposed info packet for Parcel ID: 4712-18-200-014 is showing an emergency/ construction access road that crosses the path that the planes take.

Is this easement still valid?

I was lead to believe from Pete Droncheff that this access was eliminated about 10-15 years ago due to both time and the fact that there is a subdivision now present for access to this site.

Could you shed some light on this for me.

I will be at the meeting this evening to discuss variances for this land parcel and its development to raise my concern.

Thank you for your time and I look forward to your response in this matter.

Pax et Bonum,

Bill Ross

8516 Hyne Rd
Brighotn MI 48114
810-813-4697

August 25, 2025

Planning Commission
Brighton Township
4363 Buno Road
Brighton, MI 48114

Subject: Site Plan Requirement Requests from Ravines of Woodland Lake Residents related to the development of Vacant Hyne Rd Parcel Tax ID #12-18-200-014.

Dear Members of the Planning Commission,

Thank you for taking the time to review our letter. Collectively we represent the current Road Maintenance Committee for the Ravines of Woodland Lake as well as the co-chairs of the 2020-2022 Road Paving/Garbage Consolidation effort for our neighborhood. We are current residents of the neighborhood.

We are writing to request the Planning Commission include the following conditions as part of site plan approval for the proposed development adjoining our neighborhood.

1. Construction Access Requirement

All construction traffic for the duration of the project should be required to utilize the easement to Hyne Road and the planned emergency access drive as the designated construction entrance.

This measure will:

- Protect residents from safety risks associated with heavy equipment traffic through our residential streets.
- Prevent congestion, noise, and dust impacts within the neighborhood.
- Reduce premature wear and damage to roads not designed for construction vehicles.

Note: The residents of the Ravines of Woodland Lake worked with the township to replace our roads in the fall of 2022. Allowing construction traffic on our new roads would rapidly accelerate wear and tear. The recent paving of subdivision roads relied on the personal investment of each resident to fund the public road project. It is also that same personal investment that is required to maintain the road surface in the future. It would not be prudent to allow their use given an alternative option.

- If, however, the Commission allows construction vehicles to access the project through neighborhood roads, then

8/26/25
JL 8/26/25
JL 8/26/25
R.D.K. 8/26/25
R.D.K. 8/26/25

- the developer's contribution to the road maintenance fund (see item 2 below) should be **increased substantially**, to account for the additional burden, wear, and long-term repair costs caused by construction traffic.
- a bond should be posted for damages to the roads, curbs, and or other infrastructure to protect us as homeowners. Pre-construction inspection and post construction inspection by the Livingston County Road Commission or another 3rd party to determine pre and post construction condition and required repair is recommended.

2. Contribution to Road Maintenance Fund

The existing neighborhood maintains a Road Maintenance Fund (established in 2022) to ensure proper upkeep of our shared streets. Since the proposed development will connect to our neighborhood, utilizing our streets and adding additional frontage, it is both reasonable and equitable that the new development contributes to this fund so that costs are shared proportionally among all benefiting property owners. We respectfully request that the contribution be calculated commensurate with the amount of road frontage added and increased if construction traffic is permitted through the neighborhood (as noted above).

3. Garbage Special Assessment District

The parcel to be developed should be required to join the existing **Garbage Special Assessment District (SAD)** serving the neighborhood. A single hauler, uniform service schedule, and consolidated collection day helps:

- Minimize the number of heavy trucks traveling through the neighborhood.
- Reduce road wear and noise impacts.
- Improve safety and neighborhood uniformity by limiting trash collection traffic to one day per week.
- Maintain consistency and efficiency across the community.
- Leverage the neighborhood contracted rate to make the garbage service more affordable for the new residents.

Note: Vacant lots are not charged for this service.

4. Home Size, Character, and Quality

To preserve the integrity, character, and value of the existing neighborhood, homes within the proposed development should be required to be of **equal or greater size, character, and construction quality** than those presently established. This condition will help ensure compatibility between the new development and the existing community, protecting the long-term stability and desirability of the area.

5. Restriction on Standalone Hangars

While some properties in the neighborhood may accommodate aircraft hangars, no lot in the new development should be permitted to construct a hangar **without a primary residence**. This requirement will ensure the development remains a residential community first and foremost, preventing the creation of standalone storage or commercial-type uses inconsistent with neighborhood character.

11/28/26/2025

8/26/25
8/26/25
D.O.K 8/26/25
R.F. 8/26/25

6. Aircraft Storage Restriction

No aircraft should be permitted to be stored outdoors on any lot. Aircraft may only be stored within a properly constructed hangar located on a property with a primary residence. This condition will preserve neighborhood safety, aesthetics, and consistency while preventing open-lot or apron-style storage.

We believe these requirements are practical, fair, and aligned with the Commission's responsibility to mitigate adverse impacts of new development on existing communities. We respectfully ask that these conditions be made an explicit requirement of site plan approval for the proposed development. Doing so will allow the project to advance successfully while preserving the safety, infrastructure, and character of our neighborhood.

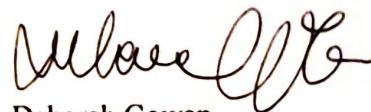
Thank you for your consideration of these requests as part of the site plan review process.

Respectfully submitted,



8/26/25

Ginger Bosn
2020-2022 Paving/Garbage Consolidation Chair
Ravines of Woodland Lake
2166 Airway Drive
Brighton, MI 48114
gingerbosn@gmail.com
810-449-9222



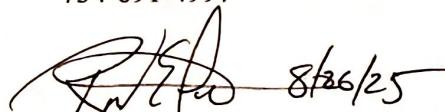
8/26/25

Deborah Gowan
2020-2022 Paving/Garbage Consolidation Chair
Ravines of Woodland Lake
2126 Airway Drive
Brighton, MI 48114
deborah.gowan@gmail.com
734-891-4997



8/26/2025

Harold Zweng
Road Maintenance Committee
Ravines of Woodland Lake
8337 Airport Lane
Brighton, MI 48114
zwenghj@icloud.com
248-534-6448



8/26/25

Ronald Parkinson
Road Maintenance Committee
Ravines of Woodland Lake
2270 Shore Line Drive
Brighton, MI 48114
ronparkinson@agency720.com
586-872-1996



Robert Kramer
Road Maintenance Committee
Ravines of Woodland Lake
8207 Baypointe Drive
Brighton, MI 48114
rktimettraveler@att.net
248-721-1981



3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

September 22nd, 2025

Kim Hiller, P.E.
Livingston County Road Commission
3535 Grand Oaks Drive
Howell, MI 48843-8575

Re: Hyne Airpark Site Condominium – Brighton Township, Section 18

Dear Kim,

We have received the email with the review comments from the Livingston County Road Commission dated July 16th, 2025, for the Hyne Airpark Site Condominium plans and offer the following comments:

- The emergency overflow storm sewer route has been shifted out of the existing cul-de-sac. The pavement demolition note on the cul-de-sac has been removed.
- The existing curb in the public road right-of-way at Airport Lane is mountable valley type curb, which matches the proposed curb throughout the development. We have revised the layout to provide 35' radii at the entrance, and we propose the existing valley curb remain in place of an M-opening.
- Right-of-way pavement cross section has been added to sheet 12 of the plans, indicating 5" HMA, 7" 21AA gravel, & 10" Class II sand.
- The connection to the existing storm sewer in the county right-of-way is for the basin emergency overflow only, so there is not an increase to the existing rate of storm water entering the system. Per our conversation a note stating this has been added to sheet 5.
- Acknowledged, LCDC has provided us with the necessary documents for the addition of the basin and emergency overflow storm sewer to the Ravines of Woodland Lake Drainage District. They had also stated that this documentation will need to be completed & submitted prior to the issuance of an SESC permit for the project.

Feel free to contact us should you have any questions, or if you are in need of any additional information.

Sincerely,

BOSS ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Brent LaVanway".

Brent LaVanway, PE
President
Director of Engineering
brentl@bosseng.com

A handwritten signature in black ink, appearing to read "Nick Lamberjack".

Nick Lamberjack, EIT
Project Engineer
nickl@bosseng.com



3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

September 22nd, 2025

Kelly Mathews, Planner
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

Re: Hyne Airpark Site Condominiums
S of Hyne, W. of Hunter
BAFA Site Plan Review

Dear Kelly,

We have received the review letter from the Brighton Area Fire Authority, dated 8/4/25, for the Hyne Airpark Site Condominium and offer the following comments:

1. A second access gate has been added 60' off Hyne Road, referencing the detail on sheet 12 which specifies a Knox padlock.
2. The proposed access path has been revised to show an asphalt surface for its entire length. Fire lane signage has been added at intervals of 50' on one side of the proposed roads within the development and both sides of the access road, with a sign detail shown on the preliminary site plan (sheet 3). A note stating the access road requirements is included with the emergency access gate detail.

Feel free to contact us should you have any questions, or if you are in need of any additional information.

Sincerely,

BOSS ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Brent LaVanway".

Brent LaVanway, PE
President
Director of Engineering
brentl@bosseng.com

A handwritten signature in black ink, appearing to read "Nick Lamberjack".

Nick Lamberjack, EIT
Project Engineer
nickl@bosseng.com



3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

September 22nd, 2025

Kelly Matthews, Planner
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

Re: Hyne Airpark Site Condominium
Preliminary Site Plan Review #1
F&V Project No. 873780

Dear Kelly,

We have received the review letter from Fleis & Vandenbrink, dated August 21st, 2025, for the Hyne Airpark Site Condominium and offer the following comments:

1. Acknowledged, the proposed retention basin and emergency overflow storm sewer are proposed to be added to the existing Ravines of Woodland Lake drainage district. Please note that the route of the emergency overflow storm sewer has been revised to avoid the removal of pavement at the existing Airport Lane cul-de-sac per LCRC comment.
2. Acknowledged, LCRC and LCDC comments pertaining to the site plan have been addressed with these plan revisions. Several of the LCDC comments will be addressed with revised construction plans.
3. The path has been revised to an asphalt surface for the entire length per Brighton Area Fire Authority comment.
4. Sheet 5 of the previous set (Grading, Drainage, and Soil Erosion Control Plan) has been split into sheet 5 (Grading & Drainage Plan) & sheet 5A (Soil Erosion & Sedimentation Control Plan) to improve the legibility of the plans. The onsite and offsite tributary areas to each structure are shown on sheet 5.
5. Lots without the curtain drain will connect to the proposed storm sewer system at the road. Sump leads have been added to the plan, and the legend on all sheets have been revised to properly call out the leads.
6. Per LCDC comment, a 20' easement is now shown over the curtain drain and rear yard drainage structures. This will allow equipment access to these structures for ease of maintenance.
7. The proposed private storm sewer will be ADS HP, and the emergency overflow storm sewer will be CL. IV RCP. General note 4 on sheets 8-11 has been revised to indicate both materials.
8. Acknowledged, the Township's Standard Storm Sewer Detail Sheets have been added to the plan set as sheet 13.
9. Units 2-7 will use grass taxiways to access the airport, like the parcels north of the development.
10. Acknowledged.

Feel free to contact us should you have any questions, or if you are in need of any additional information.

Sincerely,

BOSS ENGINEERING COMPANY



Brent LaVanway, PE
President
Director of Engineering
brentl@bosseng.com



Nick Lamberjack, EIT
Project Engineer
nickl@bosseng.com



3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

September 22nd, 2025

Kelly Mathews, Planner
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

Re: Hyne Airpark Site Condominium (SP 25/04)

Dear Kelly,

We have received your review letter, dated 7/28/25, for the Hyne Airpark Site Condominium and offer the following comments:

5. Landscape Plan and Maintenance Plan

- Acknowledged, a note has been added to the preliminary site plan (sheet 3) stating that the method of irrigation will be a sprinkler system owned and maintained by the HOA. This information will be outlined in greater detail in the master deed.

8. Utilities

- We have submitted plans to the LCDPH and will forward approval documentation once obtained.

9. Condominium Documents

- A draft of the condominium documents is included with this submittal for the Township Attorney's review prior to preliminary site plan approval being granted.

10. Agency Approvals

- a. LCDC – Received construction plan review comments and are working to revise and resubmit plans.
- b. LCRC – Resubmitted revised plans to address review comments.
- c. LCDPH – Submitted plans and are awaiting review comments.
- d. Township Engineer – Resubmitted revised plans to address review comments.
- e. Brighton Area Fire Authority – Resubmitted revised plans to address review comments.
- f. FAA – This submittal is for an obstruction review, so we will be submitting at the time of construction plans once we have greater detail of proposed building elevations.

Feel free to contact us should you have any questions, or if you are in need of any additional information.

Sincerely,

BOSS ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Brent LaVanway".

Brent LaVanway, PE
President
Director of Engineering
brentl@bosseng.com

A handwritten signature in black ink, appearing to read "Nick Lamberjack".

Nick Lamberjack, EIT
Project Engineer
nickl@bosseng.com

MASTER DEED
HYNE AIRPARK SITE CONDOMINIUM

This Master Deed is made and executed on this ____th____day of _____, 2025, by Nicola's Contracting Inc., whose address is 2913 E. Maple Road, Milford, Michigan 48381, (Developer). This Master Deed is prepared and recorded in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended)

RECITALS

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as "HYNE AIRPARK SITE CONDOMINIUM", Livingston County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project were approved by, and are on file with the Township of Brighton and recorded at the Livingston County Michigan Register of Deeds. The condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-Owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-Owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE NORTHEAST 1/4 OF SECTION 18, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE DUE WEST, 1812.80 FEET (RECORDED AS 1813.96 FEET); THENCE S 00°12'28" E. (RECORDED AS S 00°13'24" E), 660.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID LINE, S 00°12'28" E., 357.13 FEET (RECORDED AS

S 00°13'24" E, 357.27 FEET); THENCE S 38°13'44" W., 401.03 FEET (RECORDED AS S 38°11'45" W, 401.92 FEET); THENCE ALONG THE NORTH LINE OF "THE RAVINES OF WOODLAND LAKE 3, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 15, LIVINGSTON COUNTY RECORDS, S 89°54'29" W., 608.41 FEET (RECORDED AS WEST 608.26 FEET); THENCE ALONG EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS, AND THE NORTH-SOUTH 1/4 LINE OF SECTION 18, AS MONUMENTED, N 00°13'55" W. (RECORDED AS N 00°13'24" W), 673.14 FEET; THENCE DUE EAST, 858.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.34 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED RELATIVE TO THE EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and the attached Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of The Hyne Airpark Site Condominium Association, LLC, a Michigan Limited Liability Company, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Oaks Of Tyrone as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.01. Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.02. Association. “Association” means “The Hyne Airpark Site Condominium Association, LLC “, which is the non-profit Limited Liability Company organized under Michigan law of which all Co-Owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be excisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.03. Association Bylaws. “Association Bylaws” means the corporate bylaws of The Hyne Airpark Site Condominium Association, LLC , the Michigan non-profit Limited Liability Company organized to manage, maintain and administer the Condominium.

Section 3.04. Common Elements. “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article IV, below.

Section 3.05. Condominium Bylaws. “Condominium Bylaws” means Exhibit A attached, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and as required by Section 53 of the Act to be recorded as part of the Master Deed.

Section 3.06. Condominium Documents. “Condominium Documents” means and includes this Master Deed and the attached Exhibits A and B, and the Articles of Incorporation, the Association Bylaws and the Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.07. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hyne Airpark Site Condominium as described above.

Section 3.08. Condominium Subdivision Plan. “Condominium Subdivision Plan” means the attached Exhibit B.

Section 3.09. Co-Owner or Owner. “Co-Owner means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “Co-Owner.

Section 3.10. Developer. “Developer” means Nicola’s Contracting, Inc. a Michigan corporation whose address is 2913 E. Maple Road, Milford Mi. 48381.

Section 3.11. First Annual Meeting. “First Annual Meeting “ means the first meeting of the members of the Association at which the members elected at least one member of the Board of Directors.

Section 3.12 Telecommunications System. "Telecommunications Systems" means a system of videotext, broadband, cable satellite dish, earth antenna and other similar telecommunication services.

Section 3.13. Transitional Control Date. "Transitional Control Date" means the date on which the Board of Directors of the Association took office pursuant to an election in which the votes cast by eligible Co-Owners unaffiliated with the Developer exceed the votes, which may be cast by the Developer. The Transitional Control Date has occurred.

Section 3.14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Hyne Airpark Site Condominium, as such space may be described in the Condominium Subdivision Plan and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

Section 4.01. General Common Elements. The Common Elements described below are General Common Elements:

- (a) Land. The land described in Article II, including the landscaping, roads, sidewalks and parking spaces not identified as Limited Common Elements.
- (b) Electrical. The electrical wiring network throughout the project, up to the point of connection with each residential dwelling for any Unit.
- (c) Street Lighting. Street and ground lighting and other lighting serving the General Common Elements throughout the Project if any.
- (d) Gas. The gas network throughout the project, up to the point of connection with each residential dwelling for any Unit.
- (e) Water. Individual Private Wells.

(f) Sanitary Sewer. Individual On-Site Septic System

(g) Storm Sewer. The storm drainage system throughout the Project.

(h) Retention Pond/System. The Storm Water retention pond or system serving the Project.

(i) Irrigation System. There are no irrigation systems that are part of the Project. All irrigation is installed, owned, operated and maintained by each Unit Owner.

(j) Mailbox Stands. Mailbox stands, if any, containing the mailboxes throughout the Project.

(k) Other. Other such elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 4.02. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit or Units to which the Limited Common Elements are appurtenant. The Condominium currently contains no Limited Common Elements; however, Developer has the right to, at its sole discretion, to create Limited Common Elements as permitted pursuant to the terms of this Master Deed.

Section 4.03. Responsibilities for Maintenance, Etc. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Limited Common Elements

(i) Co-Owner. The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements shall be born by the Co-Owner of the Unit to which they are assigned.

(b) General Common Elements. The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(c) Damage by Co-Owner, Guest, Etc. Each Co-Owner shall be responsible for damages to the Project or costs to the Association resulting from damage to or misuse of, any of the Common Elements by the Co-Owner, or his family, guest, agents, invitees or tenants or the family, guests, agents or invitees of his tenants.

(d) Use of Common Elements. No Co-Owner shall use his 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 or any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

(e) Failure of Co-Owner to Maintain. In the event a Co-Owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-Owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement of that Co-Owner by adding such cost to the monthly assessment of that Co-Owner.

Section 4.04. Use of the Units and Common Elements. No Co-Owner shall use his 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 or any other Co-Owner on the use and enjoyment of his Unit or the Common Elements.

The responsibilities set forth above shall be in addition to all such responsibilities elsewhere in the Condominium Documents.

ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGE OF VALUE

Section 5.01. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Plan of Hyne Airpark Site Condominium as surveyed by Boss Engineering, Inc., registered Land Surveyors, which is attached as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto. The Units may sometimes be referred to as site Units as distinct from structural Units which may be created by subsequent amendments to this Master

Deed.

Section 5.02 Percentage of Voting Rights. Each Unit receives one (1) vote. There are 18 Units in The Hyne Airpark Site Condominium Association, LLC for a total of 18 votes.

ARTICLE VI

CONVERTIBLE AREAS

INTENTIONALLY OMITTED

ARTICLE VII

EXPANSION OR CONTRACTION OF CONDOMINIUM

INTENTIONALLY OMITTED

ARTICLE VIII

EASEMENTS

Section 8.01. Easement for Maintenance of Encroachments and Utilities The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Condominium Unit. The Association shall have no responsibility to perform maintenance, repair or replacement of improvements made on Condominium Units. The storm sewer lines installed for each Unit outside the boundaries of each Unit shall be owned by the Co-Owners. When repairs are made, it shall be the responsibility of the Association performing repairs to restore the surface of the area to the condition that existed prior to such repair. It shall be the obligation of the Association to maintain the surface of such common areas as is true of all common areas.

Section 8.02. Easements Retained by Developer.

INTENTIONALLY OMITTED

Section 8.03. Grant of Easements and Dedications by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, and dedicate project roads under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby. The right shall include the right to dedicate roads within the Condominium Project to the public.

Section 8.04. Easement for Maintenance, Repair and Replacement. The Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to operate any Units and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 8.05. Dedication of Certain Easements.

INTENTIONALLY OMITTED

Section 8.06. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights or entry, use and access and to enter into any contract or agreement, including writing agreements, right-of-way agreements, bulk service 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, satellite communications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or the 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.

ARTICLE IX

AMENDMENT

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

Section 9.01. Amendments by Association. Amendments may be made and recorded by the Association without the consent of Co-Owners or Mortgagee if the amendment does not materially alter or change the rights of a Co-Owner or Mortgagee.

Section 9.02 Amendments requiring two-thirds (2/3) Approval. Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision plan may be amended, by the Association, even if the amendment will materially alter or change the rights of the Co-Owner or Mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners and Mortgagees (unless a greater majority is specified in the Condominium Bylaws).

Section 9.03. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or Mortgagee for the purposes of correction survey or other errors and for any other similar purpose, unless the amendment would materially alter or change the rights of a Co-Owner or Mortgagee, in which event Mortgagee consent shall be required as provided in Section 9.02 of this article.

Section 9.04 Amendments Not requiring two-thirds (2/3) Approval.

INTENTIONALLY OMITTED

Section 9.04 Prohibited Amendments. Notwithstanding any other provision of this Article IX, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit; may not be modified without the consent of each affected Co-Owner and Mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

IN THE PRESENCE OF:

BY:

Nicola's Contracting, Inc., a
Michigan corporation

Nicola D'Abate **Its: President**

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)) SS.

The foregoing instrument was acknowledged before me this 14 day of , 202, by Nicola D'Abate, President of Nicola Contracting, Inc. a Michigan Corporation, on behalf of the Corporation.

____ Notary Public
____ County, Michigan
My Commission expires: _____

Master Deed drafted by and when recorded return to:

Nicola's Contracting

President, Nicola D'Abate

2913 E. Maple Road

Milford, Michigan 48381

(248) 640 1259

HYNE AIRPARK SITE CONDOMINIUM

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

The Hyne Airpark Site Condominium Association, LLC, a residential Condominium Project located in the Township of Brighton (hereinafter "Township"), Livingston County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sum received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium

Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget; Regular Assessments. The Association shall establish an Annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered/mailed to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver/email a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$1,500.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding **\$1,500.00** for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 9(b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

c) Apportionment of Assessment. 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 each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibilities for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time. Additionally, Developer assessment of the sewage operating expense will be equally shared with all Co-Owners until such time developer is no longer and owner of any unit or this operating expense has been turned over to the Association as a shared CO-Owner expense. Developer shall not be responsible for any share of expenses related to maintenance and use of the Units attributable to the fact that a home has been constructed within the Units that are not owned by Developer, such as garbage collection. For purposes of the foregoing, the proportionate share of such expenses attributable to the Developer shall be based upon the ratio of all Units owned by it at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of any liability insurance, snow plowing, General Common Element landscaping, and other administrative costs which the Association might incur from time to time and which relate to a Unit irrespective of whether there is a dwelling located thereon. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$25.00 per month per installment may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller

shall 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 attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, including but not limited to, regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable

law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. 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. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. 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 as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed

(or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. Property taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act including, but not limited to, any drainage assessments, for which all Co-Owners shall participate on a pro-rata basis upon the establishment thereof.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION ARBITRATION AND LITIGATION

Section 1. Arbitration among or between Co-Owners and the Association.

(a) Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

(b) Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1(a) above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

(c) 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.

Section 2. Arbitration between the Developer and Co-owner(s) and/or the Association. By purchase of a Unit, Co-owners agree as follows:

(a) At the exclusive option of a Co-owner, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Condominium Unit or the Condominium Project.

(b) With respect to any claim that might be the subject of a civil action between Co-owner and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more and arises out of or relate to a Condominium Unit or the Condominium Project, such claim shall be settled by arbitration.

(c) At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the common elements of the Condominium Project, if the amount of the claims is Ten Thousand Dollars (\$10,000.00) or less.

(d) With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the common elements of the Condominium Project, if the amount of the claim is in excess of Ten Thousand Dollars (\$10,000.00) such claim shall be settled by arbitration.

(e) With respect to all arbitration under this Section 2, (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration, and (iii) this agreement herein to arbitrate precludes the parties from litigating such claims in the courts.

(f) Action 2 shall, however, prohibit a Co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the term and provisions of the Condominium Documents, nor to prohibit a Co-owner from maintaining an action in court 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.

Section 3. Litigation.

(a) Prior to commencing a civil action on behalf of the Association, other than an action to enforce the Condominium Documents or to collect delinquent assessments, the Board of Directors shall (i) issue a written report to all members at least 10 days prior to the Evaluation Meeting as hereinafter defined, outlining their recommendation that a civil suit be filed, including full disclosure of all attempts to settle the controversy, (ii) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation (“Evaluation Meeting”); (iii) present to the Co-owners prior to or at the Evaluation Meeting the litigation attorney’s proposed written fee agreement including the total estimated cost of the civil action through a trial on the merits, a written estimate of the amount of the Association’s likely recovery in the suit net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation, the billing and payment policies of the litigation attorney and a commitment to provide written status reports of the litigation, settlement progress and updated cost and recovery estimates no less than every 60 days.

(b) At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% of the Co-owners.

(c) All fees estimated to be incurred in pursuit of any civil action subject to paragraphs (a) and (b) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months unless otherwise provided in the authorization approved by 66 2/3% of the Co-owners.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1 Million per occurrence), officers’ and directors’ liability insurance, and workmen’s compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions. Damage caused by Co-Owner will be paid for by a Co-Owner. Tree trimming for clear vision easements along Runyan Lake Road will be Association responsibility

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

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value or more as determined annually by the Board of Directors of the Association. The Association shall be responsible for maintaining insurance with respect to Limited Common Elements.

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

(d) Proceeds of Insurance Policies. If applicable, proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Common Elements appurtenant to the Condominium, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling or other improvement located within a Unit.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and

responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. 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. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Unit or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

MAINTENANCE, RECONSTRUCTION OR REPAIR

Section 1. Private Roads: Roads are private and not Livingston County or Brighton township's responsibility for repairs or maintenance. No parking on roads, no blocking of roads,

and 100% maintenance by the Association.

Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless the Co-owners and the institutional holders of first mortgages on any Unit in the Project majority agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit 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 any mortgagee or other person or entity having an interest in such property, and such Co-owner shall in any event remove all debris and restore his or her Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the Co-owners shall majority decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall

be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his or her mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Maintenance of Storm Water System (Under jurisdiction of LCDC. The Association shall be responsible for the repair and maintenance of the storm water system. In connection therewith, the Association has entered into an agreement for maintenance of storm water management practices. (LCDC will provide this inspection service if contacted)

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed for single family residential purposes only subject to the following limitations and restrictions:

Section 1. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his or her Unit for the same purposes set forth above; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 1 year 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 and/or its assigns may lease any number of Units in the Condominium in its discretion. Length of lease by Developer minimum of 90 days.

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

(1) A Co-owner, including the Developer and/or its assigns, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 2. Architectural Control and Restrictions. No structure shall be erected, constructed or permitted to remain on any Unit unless the structure has been approved by the Developer in accordance with Section 2(a) of this Article and also complies with the remaining restrictions and requirements of this Article, unless any non-compliance has been waived pursuant to this Article. The Developer shall maintain Architectural Control throughout the "build out" of all 34 Units unless that Architectural Control has been waived pursuant to this Article. The event of election of a "Board of Directors" does not remove the Architectural Control of the Developer. Furthermore, any construction or maintenance activities for or on any structure or Unit shall be performed strictly in accordance with the restrictions and requirements of this Article.

(a) **Review Procedure; Submission Requirements.**

(1) The Developer intends that all structures, fences, landscaping, etc., on any Unit or otherwise within the Condominium shall be designed, developed and constructed so as to be harmonious, complementary and dignified, so that the Condominium provides a refined and exclusive environment of the highest architectural, construction and aesthetic standards. To assure such standards, the Developer hereby reserves the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any structure proposed to be erected or maintained on a Unit, and no structure shall be permitted or allowed with respect to a Unit unless the same has received in writing the approval of the Developer pursuant to the terms and conditions of this Article.

(2) The Developer's approval in writing of each of the submittals must be obtained before construction of any dwelling may be started. The Developer may in its discretion waive any required procedure to expedite the review procedure.

(i) In connection with seeking Final Approval, the Unit Owner or his or her representative shall submit (A) all prints, plans, and other matters submitted or required to be submitted to the Township to procure a building permit; (B) a dimensioned site plan showing setbacks, existing and proposed elevations, and all trees on the Unit having a diameter at ground level of eight (8") inches or more, including an indication as to which trees are to be removed; (C) complete building plans; (D) a construction schedule specifying completion dates for foundations, rough-in, and the dwelling as a whole; (E) a list of exterior materials and colors, including samples if not already submitted; and (F) any other materials reasonably required by the Developer. Final Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions. No approval shall be effective unless given by the Developer in writing. If a dwelling or other improvement or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article, the nonconformity shall be permitted only if the Developer specifically approves or waives the nonconformity in writing.

(3) Complete written plans for any structure other than a dwelling shall be submitted to the Developer prior to installation or construction. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Condominium. The Developer shall approve or disapprove in writing plans submitted under this Section within ten (10) business days of receipt of the plans.

(4) A complete landscape plan must be submitted to the Developer prior to installation of any landscaping. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Condominium and to determine if the proposed landscaping complies with the requirements set forth in Section 2(B)(5) below.

(5) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Developer shall be permitted or suffered on any Unit unless the owner thereof obtains the Developer's written approval for such variation. So long as any such variance is minimal, the owner need not go through the entire submittal process again, but in any event the owner must submit sufficient information (including materials samples and the like) as the Developer, in its sole discretion, determines is required to permit the Developer to decide whether or not to approve the variance. The Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the owner's control (e.g., material shortages or the like).

(6) In making any of the written submissions contemplated in this Article, the owner shall cause two (2) copies thereof to be submitted to the

Developer. One copy shall be returned to the owner after the Developer has approved or disapproved the submission, and one (1) copy shall be retained by the Developer for its files.

(7) As of the recording date of the Master Deed, Nicola's Contracting, Inc. shall be the agent who will evaluate and render decisions on behalf of the Developer with respect to matters submitted to the Developer pursuant to these Bylaws until Developer sells their last unit, or assigns in writing another agent or association. No approval, waiver of other action to be taken by the Developer shall be effective unless approved by Nicola's Contracting, Inc. or an agent designated in writing by either of them. No Unit Owner may rely on any approvals, waivers or other decisions granted by any other person, including other employees of the Developer. No agent, employee, consultant, attorney or other representative or adviser of or to the Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to the Developer under this Article.

(8) The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in these Bylaws, including without limitation an assignment of such rights and powers to the Architectural Control Committee described below or to any mortgagee.

(b) Restrictions and Requirements. The following restrictions and requirements shall apply to every Unit in the Condominium, and no structure shall be erected, constructed or maintained on any Unit which violate such restrictions and requirements, except to the extent any nonconformity has been waived by the Developer pursuant to Section (f) below:

(1) All elevations shall be traditional in style of superior quality. Each ranch style dwelling (determined to be such by the Developer) must have a minimum livable floor area of one thousand nine hundred (1,800) square feet; each 1 ½ story dwelling (determined to be such by the Developer) having a master bedroom on the first (1st) floor must have a minimum livable floor area of two thousand (2,000) square feet; and each 2 story dwelling must have a minimum livable floor area of two thousand two hundred (2,200) square feet. The minimum square footages of all style homes may be modified if approved by the developer. For purposes of this Section, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, storage sheds and the like shall be excluded in determining the livable floor area, whether or not they are attached to the dwelling. Enclosed porches shall be included in determining the livable floor area only if the roof of the porch forms an integral part of the roof line of the main dwelling.

(2) No structure shall be placed, erected, altered or located on any Unit nearer to the front, side or rear Unit line than is permitted by the ordinance of the

Township at the time the same is erected. In addition, each dwelling shall be oriented on the Unit to face the road on which it is located. The Developer shall have the right (but not any obligation) to permit dwellings to be orientated other than set forth above if, in its sole discretion, the grade, soil or other physical conditions or aesthetic reasons justify such a variance and such is permitted by the ordinances of the Township.

(3) The exterior of all buildings must include some brick or stone on the front elevation (no yellow or green brick shall be allowed), unless approved otherwise by the Developer. No aluminum siding may be used on any dwelling, building or other structure. However, vinyl siding will be permitted with prior written approval of the Developer. No texture 1-11 may be used on the exterior of any structure. No exterior brick may be painted without the prior written approval of the Developer. In connection with applying for such approval, the Unit Owner shall submit such paint and brick samples as the Developer may request to assist it in determining whether or not to approve the painting of exterior brick. All roof pitches must be a minimum of 8/12 or otherwise approved by the developer.

(4) All driveways shall be paved with concrete, asphalt, or brick pavers, and shall be completed prior to a full certificate of occupancy, or as soon as weather permits thereafter. Garages may be front or side entrance and must be attached to the dwelling. Garage door styles to be approved by the developer.

(5) Each Unit must be landscaped within the time limits set forth in Section 2(c)(3) of this Article in accordance with a landscaping plan approved by the Developer. The Developer shall have the right to determine the reasonable value of the proposed landscaping. After landscaping has been installed, the Unit Owner shall maintain it in a good and sightly condition consistent with the approved landscaping plan. If, at the time of conveyance from Developer, construction of a dwelling on the Unit has commenced or has been completed, but the landscaping has not been completed, the Developer may, in its sole discretion, require the purchaser of the Unit to place into escrow with the Developer a deposit equal to the reasonable cost of installing the landscaping for the Unit pursuant to the approved landscaping plan. If, at the time of conveyance from Developer, construction of a dwelling has not been commenced on the Unit, the Developer may, in its sole discretion, at the time plans are submitted to the Developer for approval of the dwelling, require the owner of the Unit to place into escrow with the Developer a deposit equal to the reasonable costs of installing the landscaping for the Unit. All landscape deposits made shall be released to the owner upon completion of the landscaping pursuant to an approved landscape plan and bond release and approval from Township or County certifying completion.

(6) Subject to any approvals and/or permits which may be required to be obtained from the Township, in ground swimming pools, hot tubs and spas may be installed in rear yard areas but only upon specific written approval of the

Developer based upon plans and specifications therefor. Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements and per township and local codes. Above the ground swimming pools are prohibited.

(7) No Fences are permitted or allowed without approval in writing by Developer. If a fence is approved by the Developer, it must be located in the backyard of homes. Fence material to be not taller than (4) four feet and vertical black wrought iron, in style, approved by Developer. No fence, wall or hedge of any kind shall be erected or maintained on any Unit without prior written approval of the Developer.

(8) No metal flues shall be installed or maintained for any purpose, excluding without limitation fireplaces, furnaces, water heaters.

(9) Prior to installation of an antenna or satellite dish (either is hereafter referred to as "antenna"), a Co-owner must seek the written approval of the Developer, during the Development and Sales period, and the Association thereafter for the height and location of: (i) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; and (ii) an antenna that is designed to receive video programming service via multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; and (iii) an antenna that is designed to receive television broadcast signals. The Developer and Association may not, in the approval process, unreasonably delay or prevent installation, maintenance or use of antenna, unreasonably increase the cost of installation, maintenance or use, or preclude reception of an acceptable quality signal. No antenna other than as described in this paragraph shall be allowed.

(10) Dog kennels, fenced areas, or runs for permitted animals are not allowed. Invisible fence application are allowed

(11) No single-level flat roofs shall be permitted on the entire main body of any dwelling or other structure. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if approved in writing, by the Developer. The minimum pitch of any roof shall be 8/12 (vertical/horizontal) unless the Developer agrees (in writing) to permit a lesser pitch.

(12) Basketball hoops or backboards may be permitted with the prior written approval of the Developer.

(13) No signs, including "for rent", "for sale", architect, builder, contractor, landscaper, landscape architect or other signs shall be erected or

maintained on any Unit, common area, or right of way without written approval of Developer except as follows::

(i) During the construction of a dwelling, a sign may be erected to identify the Unit number of the Unit and the name of the builder. The size, location, color, and content of any sign permitted by the Developer shall be as specified by the Developer.

(ii) A street address sign may be erected in connection with the construction of a dwelling on a Unit if approved by the Developer. The size, content, location and color of the sign shall be specified by the Developer.

(14) No external air conditioning unit shall be placed in or attached to a window or wall of any structure. No compressor or other component of an air conditioning system, heat pump, or similar system shall be visible from the road unless approved in writing by the Developer. To the extent reasonably possible external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in the Condominium in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

(15) The Developer shall install standard mailboxes for use throughout the Condominium at a cost to each Co-owner of approximately Three Hundred and fifty (\$350.00) Dollars. This amount will be collected at time of closing on each Co-Owner

(16) No awning, flag poles, volleyball courts, basketball courts or tennis courts may be installed without the prior written consent of the Developer.

(17) Solar panels are not allowed anywhere on any unit.

(18) Airplane Hangers are allowed on Units 2-7 only. These Hangers must be attached to the House of the exterior of the Hanger must be of same material of the house.

(c) Restrictions and Requirements Relative to Construction Activities. The Developer hereby reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Condominium (whether or not in connection with the construction, repair or maintenance of a residential or other structure) as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Condominium. Unless waived by the Developer in writing, the following restrictions and requirements shall apply to any construction activities within the Condominium:

(1) Prior to commencement of construction, the owner/Builder must obtain all permits or approvals required by the Township and/or County

(2) Once commenced, all construction activity shall be carried out with reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction commences and in any event within eighteen (18) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(3) All landscaping must be completed as soon as possible but, in any event, within one hundred eighty (180) days after initial occupancy of the dwelling.

(4) The following requirements shall apply to the construction of structures within the Condominium (unless the same are specifically waived, in whole or in part, by the Developer in writing), which requirements shall be in addition to and not in lieu of other requirements set forth in these Bylaws or established pursuant to the terms of these Bylaws:

(i) During home construction, the Builder shall: (A) maintain a dumpster or other form of trash receptacle (including a rough framed trash bin) on the Unit during the course of construction; (B) deposit all trash, garbage, scraps and other disposable items therein; (C) keep the Unit in a sightly and clean condition during the course of construction; (D) remove from the Unit the dumpster and all trash, garbage, scraps or other debris arising during construction activities and otherwise restore the Unit to a sightly and clean condition promptly after completion of construction; and (E) to the extent possible, keep all dirt, mud and other debris from accumulating on any road during and after construction, including by cleaning or sweeping the road at intervals specified by the Developer and by cleaning the road again upon completion of construction. The Developer shall have the authority to determine whether or not an owner or an owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(ii) If for any reason the Developer does not require the execution of such an agreement, each owner of a Unit and the general contractor or builder of any Structure on a Unit shall nevertheless observe and perform the requirements and obligations set forth herein.

(iii) The Developer shall have the right to require an owner or any general contractor or builder retained by an owner to post as security for its obligations hereunder a deposit in the amount of one thousand five hundred (\$1,500.00) dollars. Such requirement may be made as a condition

precedent to the commencement of construction or may be imposed by the Developer at any subsequent time. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon.

(iv) In the event that the owner, general contractor or builder fails to observe or perform any responsibility or obligation under this Section or under any agreement called for in this Section, the Developer shall have the right (but not any obligation) to enter upon the Unit and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning the road. The Developer shall be entitled to be reimbursed by the Unit Owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Unit Owner, which bill shall be payable by the Unit Owner within five (5) days after the submission thereof.

(v) The Developer intends to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this Section which would entail an expense in excess of two hundred fifty (\$250.00) dollars. If dirt, mud or debris accumulates on a road and could be attributable to construction activities on more than one Unit, the Developer shall have the right in its sole discretion to determine the extent to which the same is attributable to each Unit, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the mud or debris among the relevant Units.

(5) No trees measuring eight (8") inches or more in diameter at ground level may be removed without the prior written approval of the Developer excluding those trees within the building envelope. Prior to commencement of construction, each Unit Owner shall submit to the Developer for its written approval, a plan for the preservation of trees in connection with the construction process. Tree protection measures on a Unit-by-Unit basis will be in accordance with the procedures and guidelines of the Township. It shall be the responsibility of each owner of a Unit to maintain and preserve all such trees on the Unit, which responsibility shall include welling trees, if necessary.

(6) Vacant Units and Units on which construction has been commenced shall be mowed or cut on a regular basis during the growing season and/or as required by Brighton Township.

(d) Additional Restrictions and Regulations; Easements. In addition to the restrictions or regulations specified above, the restrictions and regulations set forth in Sections 1 through 9 below shall apply to each Unit in the Condominium and any owner or occupant thereof.

(1) Upon sale or conveyance to individual purchasers, all Units in the Condominium shall be used only for single family residential purposes. For the purposes of this Article, a "single family" shall be deemed to include a Unit Owner, a Unit Owner's spouse and the Unit Owner's children, but shall not include multiple family units, even if one or more members of each family have an ownership or other interest in the Unit. No part of any dwelling or other structure shall be used for any activity normally conducted as a business, trade or profession; provided, however, this prohibition shall not apply to (a) maintaining a personal professional library (b) keeping personal records or transacting personal business, or (c) participating in personal, business or professional telephone calls or correspondence. Individual situations must be approved in writing by Developer

(2) No structure of a temporary character shall be placed upon any Unit at any time; provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during the construction of Project improvements or a dwelling. No such temporary shelter shall be used at any time as a residence or be permitted to remain on a Unit after substantial completion of construction of the dwelling.

(3) No trailers, commercial trucks, boats, boat trailers, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars, passenger vans and minivans, shall be parked or maintained on any Unit unless in a suitable private garage or airplane hanger which is built in accordance with the restrictions set forth herein. No abandoned, inoperable or seldom used passenger cars, passenger vans or minivans shall be parked or maintained on the driveway of any Unit for any extended period of time, it being intended that only vehicles in active use will be parked on driveways or otherwise maintained outside of a private garage. No off-road or all terrain motorcycles, snowmobiles or like vehicles designed primarily for off-road use shall be maintained or operated in the Condominium and must be stored in enclosed garage or outbuilding approved by Developer

(4) Each owner shall maintain his or her Unit and lawn, garden, landscaping and structures thereon in good and attractive condition to present an excellent appearance from the road. Each Unit Owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Unit which might negatively affect the beauty or attractiveness of the neighborhood as a whole or the specific area. Such obligation shall apply whether or not the owner has constructed a dwelling on the Unit. As soon as practical after purchasing a Unit from the Developer, a Unit Owner shall remove

all dead or seriously diseased trees from the Unit. Each Unit Owner shall promptly remove any trees that die or become seriously diseased thereafter.

(5) No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit without the prior written approval of the Developer.

(6) No noxious or offensive activity shall be conducted upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The burning of trash, leaves or other debris on a Unit is prohibited without the proper authorization from the Township of Tyrone.

(7) The Developer reserves the right to enter (or have designees enter) upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which in the sole discretion of the Developer detracts from the overall beauty, setting or safety of the Condominium. The owner of the Unit shall be obligated to reimburse the Developer for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. The Developer and its designees likewise may enter upon a Unit to remove any trash or debris which has collected or accumulated on such Unit at the Unit Owner's expense and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on the Developer to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services.

(9) Unit Owners or contractors are not permitted to dispose of construction debris on any other unit. Debris removal costs can be assessed by Developer to Unit Owners and/or contractors that violate this requirement.

(e) Standard for Developer's Approvals; Exculpation from Liability.

(1) In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Article, the Developer intends to ensure that the structures meet the requirements set forth in this Article; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 2(f) of this Article. In no event shall a waiver or other grant of relief by the Developer as to one Unit entitle any other Unit Owner to a waiver or other relief, whether or not the waiver or relief sought is similar to the waiver or relief granted the other Unit Owner.

(2) In addition to ensuring that all structures comply with the requirements and restrictions of this Article, the Developer (or Architectural control Committee, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Architectural Control Committee) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Architectural Control Committee, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings, fences, walls, hedges, or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose for any restrictions.

(3) In no event shall either the Developer (or the agents, officers, employees or consultants thereof) or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor any member of the Architectural Control Committee shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter which the Developer reserves the right to approve or waive under these Bylaws.

(4) The approval of the Developer (or the Architectural Control Committee, as the case may be) of a structure, or other matter, shall not be construed as a representation or warranty that the structure, or other matter, is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed.

(f) Developer's Right to Waive or Amend Restrictions and Requirements. Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise proscribed or prohibited hereunder, or to

waive any restriction or requirement provided for in these Bylaws, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all rules, regulations, restrictions and requirements set forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of Section 2(a)(2) in the case of a dwelling or in the case of any other structure, Section 2(a)(3) of this Article are met. Notwithstanding the foregoing, if the Developer's rights to approve structures or other activities are assigned or otherwise transferred to the Architectural Control Committee and the members of such committee are appointed by the Association, such Committee shall not have the authority to waive any specific and object restrictions explicitly set forth or established in this Article in its sole discretion, but shall have the right to waive the same if, in the reasonable judgment of a majority of the members of the Committee, the waiver is reasonable under all of the circumstances, will not create undue hardship on other Unit Owners, and will not frustrate the basic intent of this Article to ensure that the Condominium remains a first class, luxury residential Condominium.

(g) Architectural Control Committee.

(1) At such time as all of the Units in the Condominium are sold by the Developer and dwellings are erected thereon, or at such earlier time as the Developer in its sole discretion may elect, the Developer may assign, transfer and delegate to an Architectural Control Committee all or any of the Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any structure on any Unit or any other matter which the Developer may approve or waive as provided above. Any such assignment, transfer or delegation must be in writing. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to the Developer in this Article relative to approving, waiving or disapproving such matters, to the extent assigned, transferred or delegated by the Developer, and the Developer shall have no further responsibilities with respect to such matters.

(2) The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Developer. The Developer also may transfer its right to designate the members of the Architectural Control Committee to the Association. Until such event, the Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion. If the Developer is dissolved prior to a delegation to the Association of its right to appoint and remove the members of the Architectural Control Committee, such right shall devolve upon Nicola's Contracting, or such other person or entity as may be designated by the Developer.

(3) At the time any Unit Owner submits plans or other documents for approval pursuant to the foregoing provisions of this Article, the Unit Owner shall pay the Developer, the sum of three hundred fifty (\$350.00) dollars, which the Developer shall retain as a fee for the costs of architectural control activities. This requirement may be waived by the Developer on a case by case basis.

Section 3. Alterations and Modifications of Common Elements. No Co-owner shall make alterations, modifications or changes to any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period), which approvals shall not be unreasonably withheld (but may be reasonably conditioned). Changes to the boundary of Common or Limited Common Areas will require Amendment to Master Deed. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 4. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms or other similar dangerous weapons, air rifles, pellet guns, B-B guns, bows and arrows, paint guns, projectiles or devices, and Drones.

Section 5 Pets. No animal, other than ordinary domesticated household pets, shall be maintained by any Co-owner. Co-owners shall be limited to maintenance of three cats or two dogs, or any combination thereof which does not exceed a total of three. All animals kept within the Condominium Premises shall be maintained in strict accordance with the Township requirements and each Co-owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the General Common Elements or upon any Unit other than its Owner's Unit and any animal shall at all times be leashed and attended by some responsible person while on the General Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner.

No dog which barks and can be heard on an obnoxiously continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owner maintaining animals, a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with its Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6 Aesthetics. The Common Elements and yard areas of all Units shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in concealed areas at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements or Units shall not be used in any way for the hanging of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall materially change in any way the exterior appearance of the residence and other improvements and appurtenances located within his or her Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall substantially modify the design, material or color of any such items, including without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit without the approval of the Developer (during the Development and Sales Period) or the Architectural Control Committee (after the Committee receives architectural control as provided in these Bylaws). Lawn ornaments and lawn sculptures are prohibited.

Section 7. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, regulations and amendments thereto shall be furnished to all Co-owners.

Section 8. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common

Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his or her Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision shall not be construed to permit access to the interiors of residences or other structures.

Section 9. Site Lighting and Insect Killers. Developer (during the Development and Sales Period) or the Board of Directors thereafter shall have the right to approve all exterior lighting on Units, dwellings and the Project as a whole. Co-owners may, upon approval, install motion sensing security lights which must be attached to the dwelling or an outbuilding. All other site lighting and site lighting fixtures, if approved, shall be of a decorative design. Devices intended to kill bugs which emit noise or can be heard beyond the boundaries of the Unit upon which it is installed are prohibited.

Section 10. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit, the dwelling constructed thereon, and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, contractors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Miss Dig must be contacted before any underground construction commences.

Section 11. Livingston County Health Department Restrictions (Well and Septic). The following restrictions placed on The Hyne Airpark Site Condominium Project by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

1. No unit shall be used for other than a single-family dwelling.
2. There shall be no future subdividing of any building units.
3. "The Hyne Airpark Site Condominium has been approved for 18 individual units as described in BOSS Engineering, Final Site plan.
4. The wells and septic tanks shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations, without approval from the Developer, due to the potential of making neighboring building sites within this development un-buildable.
5. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that

will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.

6. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the Septic System and shall discharge into a separate "Dry Well" and not unto adjacent Units or Common Area.
7. The individual unit owners shall be responsible for the maintenance and repair of their individual: a) potable water supply. and (b) the onsite sewage disposal system.
8. There shall be no underground utility lines located within the areas designated as location for the septic system areas.

Section 12. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, mobile trailer used as a sales office, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 13. Tree Preservation. No Co-owner shall cut down or trim any tree located on the General Common Elements. Co-owners shall also comply with any ordinances of the Township, including any woodlands regulations, which are applicable from time to time to the Condominium Premises. Nothing in this Section shall prohibit selective pruning, removal of dead, dying or diseased trees so long as allowed by the Township. This Section shall not be amended without the prior written consent of the Township and may be waived, if at all, only with the prior written consent of the Developer and the Township.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his or her Unit shall notify the Association of the name and address of the mortgagee at closing and shall further notify the Association of any subsequent mortgagee acquiring an interest in the Co-owner's Unit. The association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days. If a Co-owner fails to provide the information required in this section, the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the costs incurred may be collected from the Owner in the same manner as assessments are collected under these Bylaws.

Section 2. Insurance. The Association shall, if requested, notify each mortgagee appearing in said book of the name of each company insuring the Condominium with extended coverage, and against vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units

at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI; it shall not then be entitled to also vote for the non-developer Directors.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 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 require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 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 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the majority defined in the preceding portions of this Section 6.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognizable manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of May 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 8 months after the date of the First Annual Meeting. At such meetings, there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at

annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members. The Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the three Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors as the case may be. Upon certification by the Co-owners to the Developer of the Director(s) so elected, the Developer shall then immediately appoint such Director(s) to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

(1) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units in the Project. Such designee, if any, shall be one of the total number of Directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (4) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in this Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1). Application of this subparagraph does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection 2(b) and subparagraph (c)(1), 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 subparagraph (c)(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, the 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 the Developer to designate one Director as provided in subsection (c)(2).

(4) At the First Annual Meeting, two (2) Directors shall be elected for a term of two years and one (1) Director shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two years and the person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two (2) or one (1) Director(s) shall be elected depending upon the number of Directors whose

terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidence 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 75% of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. No management contract shall be entered into by the Association where the management fee to be charged to the Association is in excess of five (5%) percent of the total budget, exclusive of reserves for repair and replacement of the Common Elements.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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

(b) Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

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

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her

successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of accounts showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 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.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit

certificates of such bank or savings association as are insured by the 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 XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; 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 Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The Directors shall not be indemnified for willful and wanton misconduct or for gross negligence as set forth in MCLA 559.154(6). 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 days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized and mandated 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 XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in

which event the approval of 66-2/3% of the first mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be offered and/or furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sum due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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 attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage or Outbuilding), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX hereof.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons

to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant, Tenant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

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

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

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

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Fifty Dollar (\$50.00) fine.
- (c) Third Violation. One Hundred Dollar (\$100.00) fine.
- (d) Fourth Violation and Subsequent Violation. Five Hundred Dollar (\$500.00) fine.

This schedule of fines may be changed by the Board of Directors by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located. A continuing infraction may be fined each month as a separate violation.

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

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to

the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

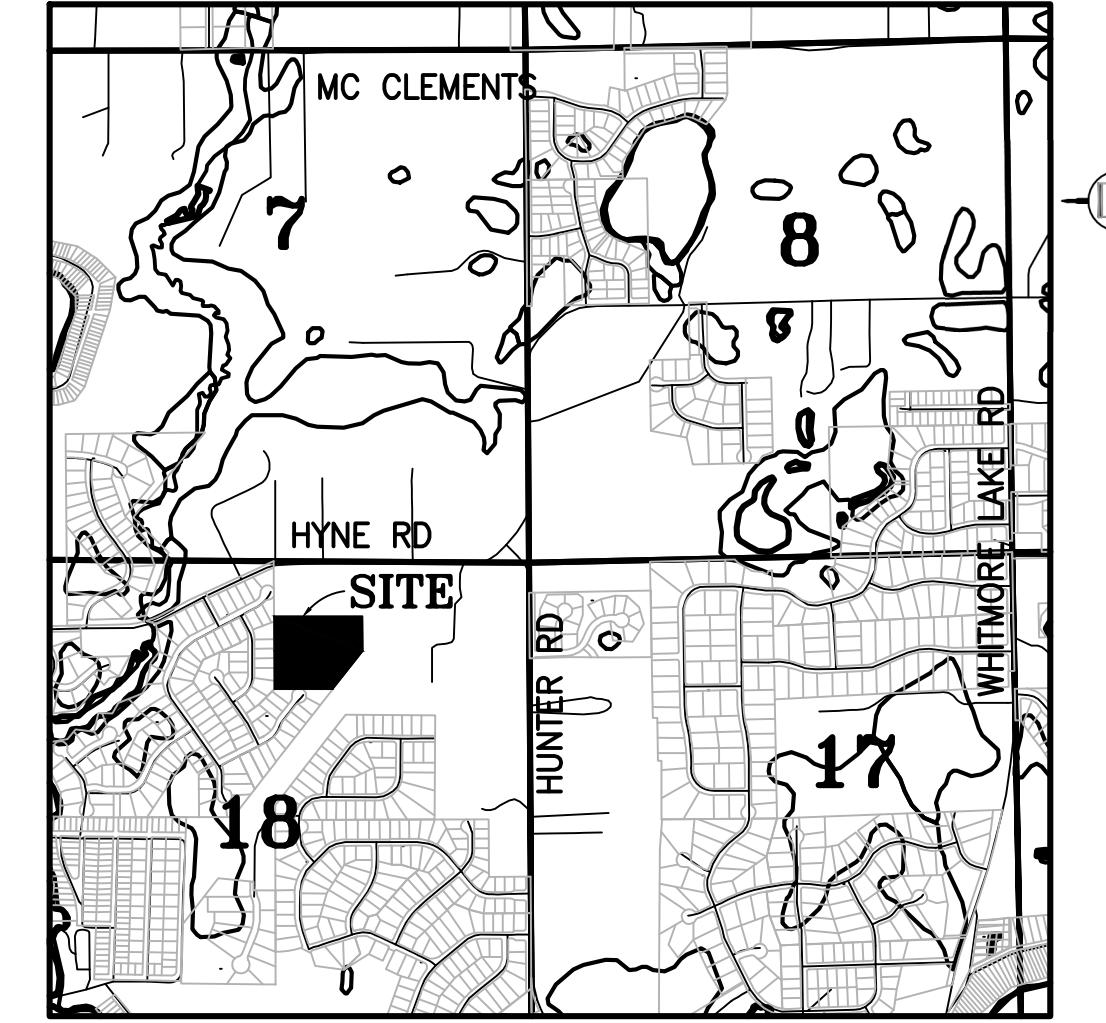
SEVERABILITY

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

* * *

Land Use Summary		
Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (ac)	12.34	12.34
Impervious Area (ac)	0.00	2.43
Total Pervious Area (ac)	12.34	9.91
Pervious Area Breakdown by Cover Type		
Meadow/fallow/natural areas (non-cultivated)	12.34	0
Predominant NRCS Soil Type (A, B, C, or D)	B	N/A
Improved areas (turf grass, landscape, row crops)	0.00	9.91
Predominant NRCS Soil Type (A,B,C, or D)	B	B
Wooded Areas		
Predominant NRCS Soil Type (A,B,C, or D)	N/A	N/A
CPVC Volume Calculated (cubic feet)	24684	
CPVC Volume Provided (cubic feet)	24684	
CPRC Volume Provided (cubic feet)	36077	

PRELIMINARY SITE PLAN & CONSTRUCTION PLANS FOR HYNE AIRPARK SITE CONDOMINIUM PART OF NE 1/4, SECTION 18, T2N-R6E BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



PROPERTY DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 18, T2N-R6E, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18; THENCE DUE WEST, 1812.80 FEET (RECORDED AS 1813.96 FEET); THENCE S 00°12'28" E, (RECORDED AS S 00°13'24" E), 660.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG SAID LINE, S 00°12'28" E, 357.13 FEET (RECORDED AS S 00°13'24" E, 357.27 FEET); THENCE S 38°13'44" W, 401.03 FEET (RECORDED AS S 38°11'45" W, 401.92 FEET); THENCE ALONG THE NORTH LINE OF "THE RAVINES OF WOODLAND LAKE 3, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 15, LIVINGSTON COUNTY RECORDS, S 89°54'29" W, 608.41 FEET (RECORDED AS WEST 608.26 FEET); THENCE ALONG EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS, AND THE NORTH-SOUTH 1/4 LINE OF SECTION 18, AS MONUMENTED, N 00°13'55" W (RECORDED AS N 00°13'24" W), 673.14 FEET; THENCE DUE EAST, 858.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.34 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

BASIS OF BEARINGS: BEARINGS WERE ESTABLISHED RELATIVE TO THE EAST LINE OF "THE RAVINES OF WOODLAND LAKE 2, A SUBDIVISION, AS RECORDED IN LIBER 35 OF PLATS, PAGE 10, LIVINGSTON COUNTY RECORDS.

GENERAL NOTES:

- NOTIFY THE BRIGHTON TOWNSHIP ENGINEERING DIVISION A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ALL CONSTRUCTION MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS ADOPTED BY THE BRIGHTON TOWNSHIP, LIVINGSTON COUNTY AND STATE OF MICHIGAN.
- UTILITIES TO BE UNDERGROUND.
- CALL MISS DIG A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- ALL SOIL EROSION AND SEDIMENTATION MUST BE CONTROLLED AND CONTAINED ON SITE.
- ALL EXCAVATION UNDER OR WITHIN 3 FEET OF PUBLIC PAVEMENT, EXISTING OR PROPOSED, SHALL BE BACKFILLED AND COMPACTED WITH SAND (CLASS II MDOT).
- THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT. ENGINEERING SITE INSPECTION IS REQUIRED.

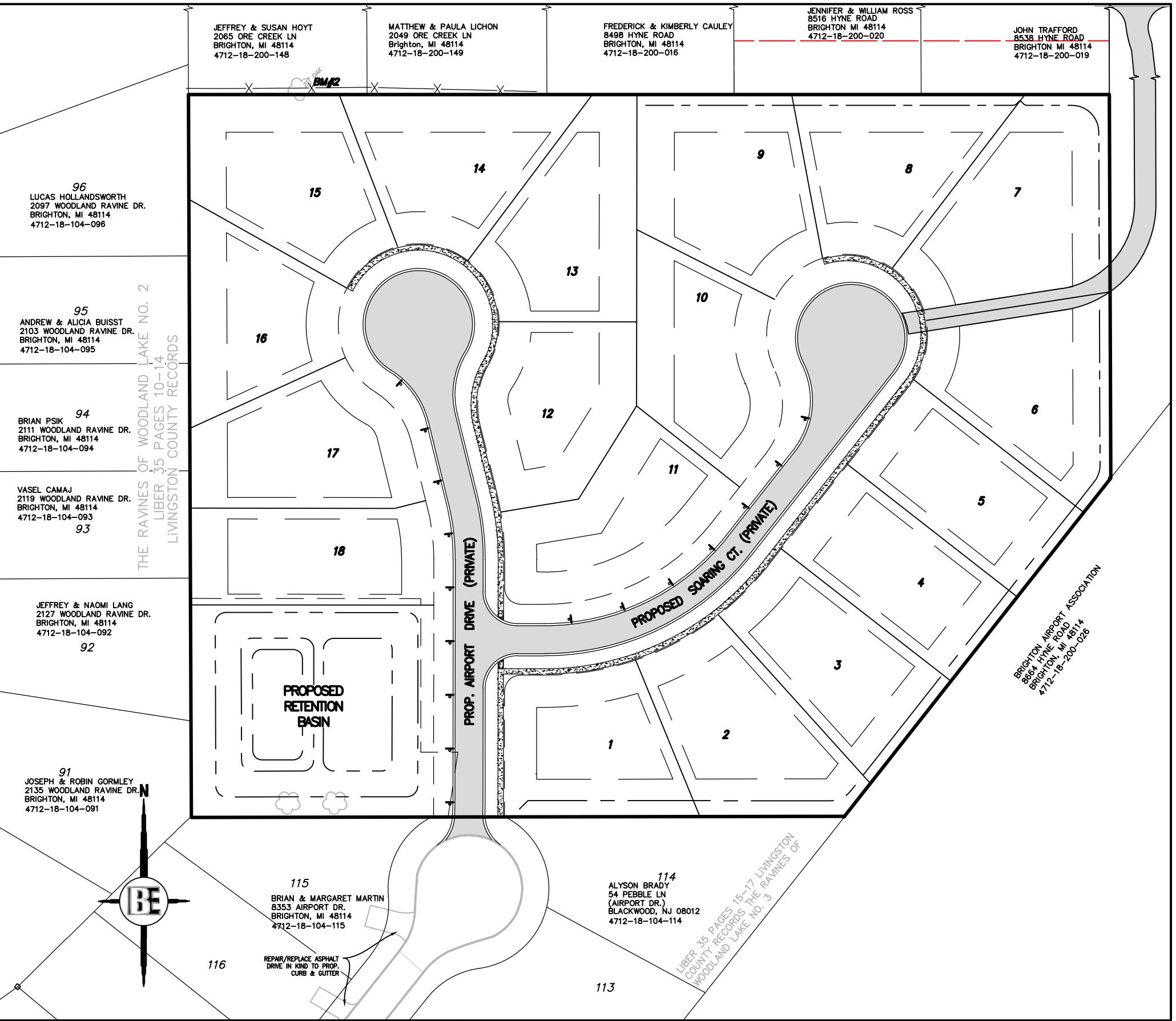
INDEMNIFICATION STATEMENT

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LAND OWNERS FOR DAMAGES TO INDIVIDUALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.

TRAFFIC STATEMENT
USE INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION MANUAL – 10TH EDITION CODE NUMBER 210 (SINGLE-FAMILY DETACHED HOUSING). THE SITE CONTAINS 18 DWELLING UNITS.

FOR SINGLE-FAMILY DETACHED HOUSING:
WEEKDAY = 9.44 TRIPS / DWELLING UNIT X 18 HOMES = 169.92 TRIPS
AM PEAK = 0.74 TRIPS / DWELLING UNIT X 18 HOMES = 13.32 TRIPS
PM PEAK = 0.99 TRIPS / DWELLING UNIT X 18 HOMES = 17.82 TRIPS

CONCLUSION:
THE NUMBER OF TRIPS GENERATED FOR THIS SITE WILL HAVE A NEGLIGIBLE IMPACT ON THE HYNE ROAD TRAFFIC DAILY AND IN THE AM & PM PEAK HOURS.



OVERALL SITE MAP
NO SCALE

PERMITS & APPROVALS		
AGENCY	DATE SUBMITTED	DATE APPROVED
• BRIGHTON TOWNSHIP APPROVAL	7/14/25	—
• LCDC DRAINAGE APPROVAL	7/14/25	—
• LCDC SESC PERMIT	—	—
• LCHD APPROVAL	7/14/25	—
• LCR APPROVAL	7/14/25	—
• NPDES SESC NOC	—	—

LCRC Comments
9/24/25

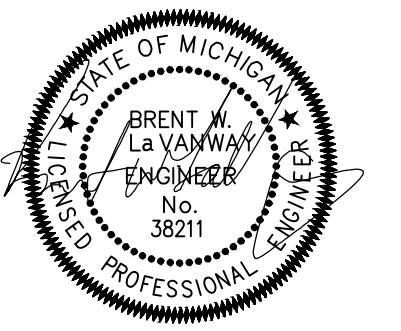
SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	PRELIMINARY SITE PLAN
4	EMERGENCY ACCESS ROAD & CIRCULATION PLAN
5	GRADING & DRAINAGE PLAN
5A	SOIL EROSION & SEDIMENTATION CONTROL PLAN
6	DRAINAGE CALCULATIONS
7	LANDSCAPE PLAN
8	PAVING & STORM PLAN & PROFILE I
9	PAVING & STORM PLAN & PROFILE II
10	OFFROAD STORM SEWER PLAN & PROFILE I
11	OFFROAD STORM SEWER PLAN & PROFILE II
12	CONSTRUCTION DETAILS
13	BRIGHTON TOWNSHIP – STORM SEWER DETAILS

HYNE AIRPARK SITE CONDOMINIUM

PREPARED FOR:
NICOLA'S CONTRACTING INC.
2913 EAST MAPLE ROAD
MILFORD, MI 48381
PHONE: (248) 714-8382
EMAIL: NICOLA@NICLASCONTRACTINGINC.COM

PREPARED BY:
BE BOSS
Engineering
Engineers Surveyors Planners Landscape Architects

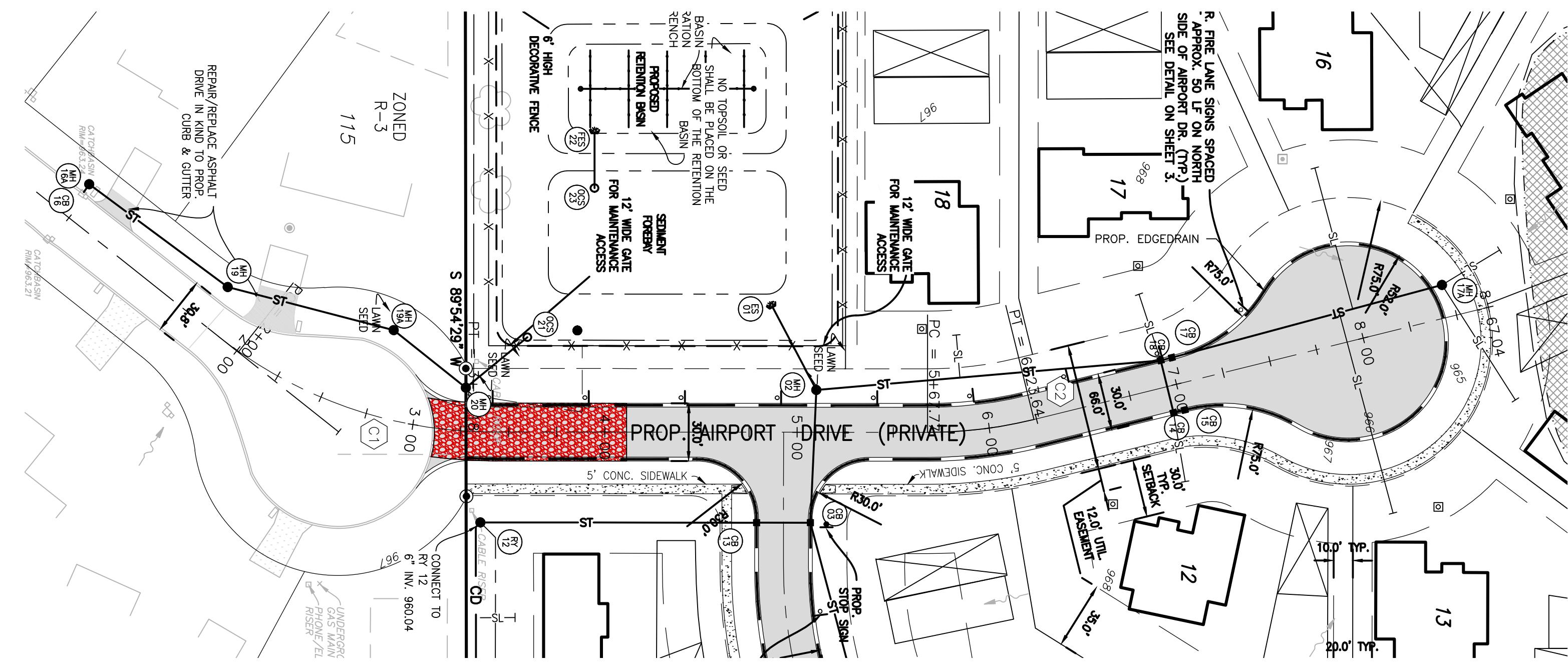
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
517.546.4836 FAX 517.548.1670
CONTACT: BRENT LAVANWAY
EMAIL: BRENTL@BOSSENG.COM



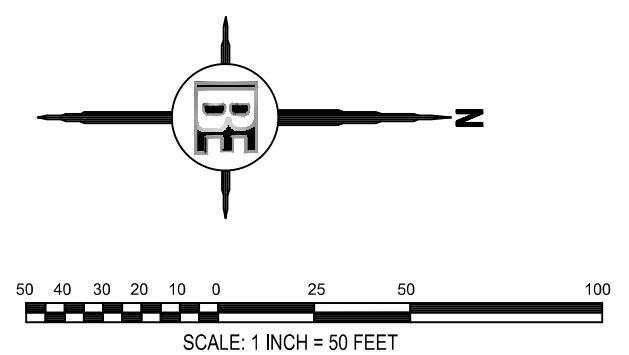
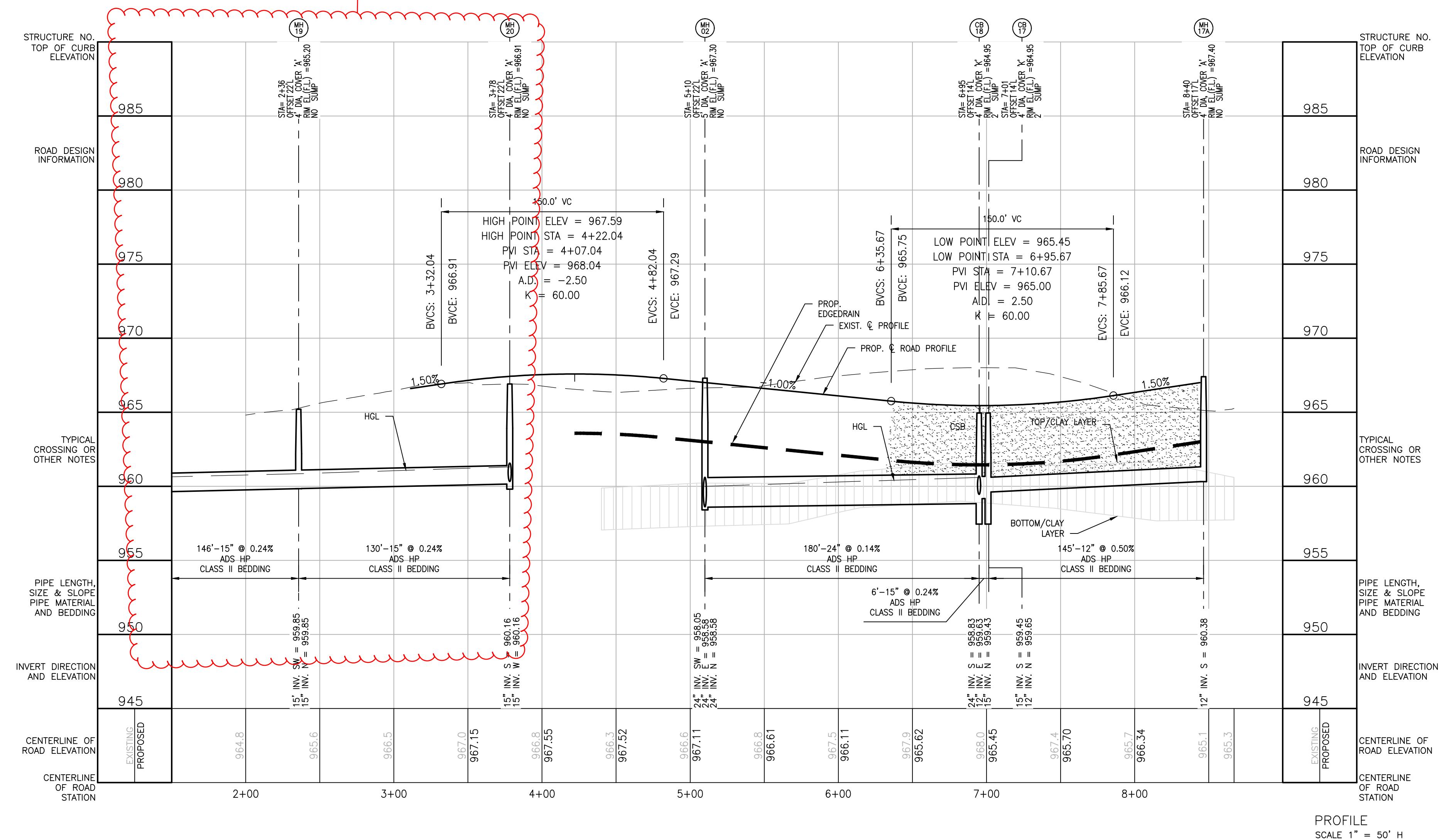
1	NL	BL	PER BAFA, TWP, LCRC, & LCDC COMMENTS	9/22/25	ISSUE DATE: 7/14/25
NO	BY	CK	REVISION	DATE	JOB NO. 25-051

PAVING & STORM SEWER PLAN & PROFILE AIRPORT DRIVE

BENCHMARK:
BM#2 NAIL IN 21" OAK 105'± EASTERLY OF NORTHWEST
PROPERTY CORNER ELEV = 971.63 (NGVD29).



DOESN'T MATCH INFORMATION PROVIDED ON SHEET 1



CURVE DATA					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING DIRECTION
1	230.00'	38°21'21"	153.97'	151.11'	N19°13'52"E
2	230.00'	13°55'04"	55.87'	55.73'	N06°54'20"W
3	230.00'	51°51'27"	208.17'	201.14'	N64°07'29"E
4	198.50'	38°11'45"	132.33'	129.89'	N19°05'52"E

GENERAL NOTES

- . ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF BRIGHTON TOWNSHIP, LIVINGSTON COUNTY, AND THE STATE OF MICHIGAN.
- . THREE WORKING DAYS BEFORE YOU DIG, CALL MISS DIG TOLL FREE 1-800-482-7171.
- . ALL PIPE LENGTHS SHOWN ARE FROM 1/2" TO 1/2" OF STRUCTURE OR FROM 1/2" OF STRUCTURE TO DISCHARGE END OF FLARED END SECTION.
- . ALL STORM SEWER PIPE SHALL BE ADS HP OR C-76 CL. / R.C. PIPE WITH WATERTIGHT PREMIUM JOINTS, AS NOTED ON PLAN.
- . ALL STORM SEWER & CULVERT PIPE NOTED AS "CSP" ON PLAN SHALL BE CORRUGATED STEEL, GALVANIZED CLASS "B" PIPE WITH REFORMED ENDS. SLEEVE GASKETS AND EXTRA WIDE, MECHANICALLY TIGHTENED CORRUGATED BAND CONNECTION JOINTS, UNLESS OTHERWISE SPECIFIED ON PLAN.
- . ALL OPEN INLET OR OUTLET END OF STORM SEWER AND CULVERTS SHALL INCLUDE PREFAB FLARED-END SECTION AND MINIMUM 10 SQ. YD. OF PLAIN COBBLESTONE RIP-RAP (6" INCH MIN. SIZE), UNLESS OTHERWISE SPECIFIED.

7. ALL CATCH BASINS WITHIN ROADWAY SHALL INCLUDE INSTALLATION OF 6" DIA. PERFORATED PIPE SUBDRAIN AS SHOWN ON PLANS.
8. APPROPRIATE SOIL EROSION CONTROL MEASURES SHALL BE ESTABLISHED PRIOR TO BEGINNING CONSTRUCTION AND CONTINUOUSLY MAINTAINED BY CONTRACTOR UNTIL VEGETATION HAS BEEN RE-ESTABLISHED.

LISHED. LEGEND

PROPOSED (PR) EXISTING (EX)

UBDRAIN AS
URES SHALL BE
N AND
IL VEGETATION
DRAINAGE FLOW
D FLOOR ELEVATION
D GRADE ELEVATION
ASPHALT
CURB / CONCRETE
WALK
NE
PIPE
OF PIPE
VATION
ELEVATION
E STRUCTURE
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RD STRUCTURE
CTION
VE STRUCTURE

HYNE AIRPARK SITE CONDOMINIUM	
PREPARED FOR	NICOLA'S CONTRACTING INC.
2913 EAST MAPLE ROAD MILFORD, MI 48381 (248) 714-3382	
TITLE	
DESIGNED BY:	BL
DRAWN BY:	NL
CHECKED BY:	
SCALE:	1" = 50'
JOB NO:	25-051
DATE:	7/14/25
SHEET NO.	
8	
 BOSS Engineering	

8

10/3/25

PLANNING COMMITTEE -

I DO NOT WANT CONSTRUCTION TRAFFIC RELATED TO THE UPCOMING DEVELOPMENT ADJACENT TO THE BRIGHTON AIRPORT TO BE USING THE STREETS IN OUR SUBDIVISION!

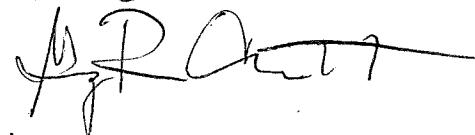
I PAID \$10,000.00 RECENTLY TO HAVE THEM RE DONE (MY SHARE) - THIS IS NOT ACCEPTABLE!

I ENCOURGE CONSTRUCTION VEHICLES TO FIND AN ALTERNATIVE ENTRANCE.

IF THEY DONT - THE BUILDER MUST BE REQUIRED TO "PUT UP FRONT" THE COST OF AN ENTIRE RE-DO OF ANY AREAS DAMAGED BY THE VEHICLES OVER THAT DURATION.

COLO PATCHING IS NOT ACCEPTABLE EITHER!

STREETS SHOULD BE ASSESSED FOR DAMAGE AT ENDS OF CONSTRUCTION BY AN OUTSIDE ENTITY.



GREG ANNETT

2089 ONE CREEK LN
BRIGHTON.

RECEIVED

OCT 07 2025

BRIGHTON TOWNSHIP

PHONE 313-806-9508