City of Plymouth Planning Commission
Regular Meeting Agenda
Wednesday, May 8, 2024 – 7:00 p.m.
City Hall & Online Zoom Webinar

City of Plymouth
201 S. Main
Plymouth, Michigan 48170

www.plymouthmi.gov
Phone 734-453-1234

https://us02web.zoom.us/j/81671449870
Passcode: 493256
Webinar ID: 816 7144 9870

1. CALL TO ORDER
   a) Roll Call

2. CITIZENS COMMENTS

3. APPROVAL OF THE MINUTES
   a) Approval of the April 10, 2024 meeting minutes

4. APPROVAL OF THE AGENDA

5. COMMISSION COMMENTS

6. PUBLIC HEARINGS

7. OLD BUSINESS
   a) **PUD23-01:** 1100 W. Ann Arbor Trail, Revised Preliminary PUD

8. NEW BUSINESS
   a) **SP 24-05**: 650 Church, Special land use and site plan review for pickleball courts

9. REPORTS AND CORRESPONDENCE

10. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

1. **Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety**
2. **Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy**
3. **Partner with or become members of additional environmentally aware organizations**
4. **Increase technology infrastructure into city assets, services, and policies**
5. **Continue sustainable infrastructure improvement for utilities, facilities, and fleet**
6. **Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options**

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

1. **Create a 5-year staffing projection**
2. **Review current recruitment strategies and identify additional resources**
3. **Identify/establish flex scheduling positions and procedures**
4. **Develop a plan for an internship program**
5. **Review potential department collaborations**
6. **Hire an additional recreation professional**
7. **Review current diversity, equity, and inclusion training opportunities**
8. **Seek out training opportunities for serving diverse communities**

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

1. **Engage in partnerships with public, private and non-profit entities**
2. **Increase residential/business education programs for active citizen engagement**
3. **Robust diversity, equity, and inclusion programs**
4. **Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)**

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

1. **Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices**
2. **Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages**
3. **Develop multi-modal transportation plan which prioritizes pedestrian and biker safety**
4. **Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations**
5. **Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction**
6. **Modernize and update zoning ordinance to reflect community vision**
7. **Implement Kellogg Park master plan**

Planning Commission 2024 Goals

1. Complete the master plan review
2. Engage in a training session
3. Review a compatibility ordinance

"The government in this community is small and accessible to all concerned."

-Plymouth Mayor Joe Bida November 1977

Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, April 10, 2024 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. CALL TO ORDER

Chair Karen Sisolak called the meeting to order at 7:03 p.m.

Present: Chair Sisolak, Vice Chair Scott Silvers, Commissioners Sidney Filippis, Zach Funk, Trish Horstman, Kyle Medaugh, and Hollie Saraswat

Excused: Member Joe Hawthorne, and Eric Stalter
Also present: Planning and Community Development Director Greta Bolhuis, Planning Consultant Sally Elmiger

2. CITIZENS COMMENTS

There were no citizen comments.

3. APPROVAL OF MEETING MINUTES

Silvers offered a motion, seconded by Medaugh, to approve the minutes of the March 13, 2024 meeting.

There was a voice vote.
Funk abstained

MOTION PASSED 6-0

4. APPROVAL OF THE AGENDA

Horstman offered a motion, seconded by Medaugh, to approve the agenda for April 10, 2024. Saraswat offered a friendly amendment to move old business below new business for the convenience of the applicant. Horstman and Medaugh agreed to the amendment.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

5. COMMISSION COMMENTS

Saraswat commended fellow commission members for participating in the master plan public input sessions.

Sisolak congratulated Funk and his wife for the recent birth of twins.

6. PUBLIC HEARINGS

There were no public hearings.

7. NEW BUSINESS

a. SP 24-04 – 880 Fralick

Architect Tim Fought reviewed the plan for the Plymouth Brunch Place. He said that since the business would only be open from 7:30 a.m. to 3 p.m., the owners had secured an agreement with the adjacent building owner to share parking and a dumpster enclosure.

Motion

Silvers offered a motion, seconded by Filippis, to approve SP 24-04 for site plan review only.

Finding of Facts

The proposed plan meets the master plan of the city.

There is no perpetuation of nonconformities other than what already exists.

Conditions

The applicant is to provide lighting details including all items mentioned in the Carlisle Wortman report.

The applicant is to provide updated drawings to the building department to show the newly discovered windows.

The dumpster screen is acceptable as shown on the plan as a wood enclosure in lieu of masonry, as it matches the building architecture and the adjacent buildings.

After further discussion, Silvers added the following amendment:

The approval exempts the applicant from providing a seventh parking space as the math is only fractionally above the six they have, they have a shared parking agreement, and the property is in the B-2 zoning area, which permits a Planning Commission waiver.

Filippis agreed to the amendment.

There was a voice vote.

MOTION PASSED UNANIMOUSLY.

8. OLD BUSINESS

a. Master Plan Discussion

The group reviewed the status of the public engagement, future land use, and transportation subcommittees and agreed on a timeline for their presentation to the entire Planning Commission.

9. REPORTS AND CORRESPONDENCE

City Commission Liaison Brock Minton said he'd heard positive comments about the public participation meeting, and that the City Commission was also seeking public feedback.

Horstman said that the Old Village Association was scheduling yard sale and PRIDE events.

10. ADJOURNMENT

Saraswat offered a motion, seconded by Silvers, to adjourn the meeting at 7:41 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

City of Plymouth
Planning Commission Public Hearing Notice

201 S. Main Street Plymouth, Michigan 48170
Website: www.plymouthmi.gov Phone: (734) 453-1234 ext. 232

A regular meeting of the Planning Commission will be held on Wednesday, May 8, 2024, at 7:00 P.M. located at City Hall and online via Zoom to consider the following:

SP 24-05: 650 Church, Special land use and site plan review for pickleball courts

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

Publish: Friday, April 26, 2024

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 31, 2023
Rev.: March 6, 2024
Rev.: April 29, 2024

Planned Unit Development
For
City of Plymouth, Michigan

GENERAL INFORMATION

Applicant: Champion Development Group
LL Real Estate, LLC
5000 E. Grand River
Howell, MI 48843

Project Name: Brookside Village-Christian Science PUD Development

Plan Date: Engineered Site Plans: April 15, 2024
Architectural Plans: February 23, 2024
Architectural Plans (Church): Modified but not dated

Location: 1100 West Ann Arbor Trail

Zoning: R-1, Single-Family Residential District

Action Requested: Preliminary PUD Approval

PROJECT DESCRIPTION

The applicant is proposing a Planned Unit Development (PUD) on this site, including a small worship building for the current property owner, Christian Science of Plymouth, renovation of the existing parking for this use, and 20 condominium units (down from 24) on the remainder of the site. Three (3) condominium units along E. Ann Arbor Trail will be in the style of a single-family home, while the remaining 17 units will be designed as attached townhomes. The project is also proposing to add a stairwell on the east side of the site to Tonquish Creek at the back of the site. Additional improvements to the Tonquish Creek trail are also proposed and described by the developer as public benefits of the PUD.

The applicants appeared before the Planning Commission at their March 8 and April 12, 2023 meetings to present their concepts and receive input. They discussed a formal submission with the Commissioners at their August 9, 2024 meeting. They are returning with a revised plan for formal Preliminary PUD review.

An aerial of the proposed project area is shown on the next page.

Figure 1. Subject Site

Source: Near Maps (Image Capture June 17, 2023)

At the August Planning Commission meeting, the minutes reflect that the Commissioners discussed the PUD application and brought up a number of points, chiefly density, traffic, and the public benefit. They noted that density can be measured in several different ways, but considering the townhomes separately seemed to be most aligned with the ordinance. Massing was also brought up as a concern. They asked for a comprehensive traffic study in order to better understand the impact this project could have. Commissioners stated that they needed to see greater detail of the proposed public benefit for the project to be designated a PUD.

PUD PROCESS AND PLAN REQUIREMENTS

According to Section 78-314 of the Zoning Ordinance and the prescribed PUD procedures for review, the applicant attended several pre-application conferences with City staff, the most recent in June, 2023. A formal application has been submitted and includes the transmittal of preliminary PUD plans/site plans.

The requirements of a preliminary site plan submission that accompany a PUD plan (Sec. 78-314) include the following information. We included this list in our previous review, and show any new comments in *italics*.

1. The ordinance requires a narrative report to accompany the site plan explaining the manner in which the PUD criteria (Sec. 78-313) has been met. A narrative has been included with the submission that addresses some of the PUD criteria, but doesn't address all of the criteria. **The narrative should list the criteria in the ordinance (Section 78-311(c)), and respond to each.**

   CWA Comments: The applicant prepared a new narrative (titled "Ordinance Section 78-313 Narrative Response"); unfortunately, this response used the incorrect ordinance section. As identified in the underlined text above, the criteria are in section 78-311(c). The criteria are also listed in this review memo with our comments after each (pages 4 – 14).

2. The ordinance also requires the developer to provide an explanation of why the submitted PUD is superior to a plan which could have been prepared under strict adherence to related sections of the Zoning Ordinance. This needs to be provided, and could be included in the narrative responding to the PUD criteria.

   CWA Comments: The materials in this submission do not include a direct explanation of why the submitted PUD is superior to a plan under strict adherence to the Zoning Ordinance (or the underlying R-1, Single Family Residential District). However, page 7 of the "Project Update Narrative" (dated April 17, 2024), includes a paragraph on the R-1, Single-Family Lot Concept. The conclusion of this paragraph is: "…with the market cost of the land combined with high construction costs, there was simply no way to realize a profitable development of single-family homes for this property….Simply put, there is no way to sell single family homes on tiny lots for the price needed to cover the project costs." The paragraph also illustrates that the land occupied by the proposed townhomes could accommodate 7 single-family lots that meet the minimum lot width and lot size requirements of the R-1 zoning district.

3. Current land use abutting properties to the subject site needs to be provided on the plans.

   CWA Comments: This information is shown on Sheet C-2, Demolition Plan.

4. Description of how the project implementation will be phased in, if at all, should be provided.

   CWA Comments: Page 6 of the "Project Update Narrative," construction phasing is described as follows:

   a. *Phase I: Demolition, grading and infrastructure – 6 months.*
   b. *Phase I Buildings: Church building, three condo units along Ann Arbor Trail, East 5-unit condo building – 18 months.*
   b. *Phase II Building: West 6-unit condo building – 12 months.*
   d. *Phase III Building: North, two, 3-unit condo buildings – 12 months.*

Note that the Planning Commission may request additional information needed to assist in determining the appropriateness of the PUD.

***Items to be Addressed**: 1) Provide a narrative listing the PUD criteria (Sec. 78-311(c)), and describe how the project meets each.*

PUD CRITERIA

Section 78-311(c) of the Zoning Ordinance establishes PUD criteria which determine the overall eligibility for a Planned Unit Development. The project must demonstrate that they meet all of these criteria to be entitled to PUD treatment. The criteria are provided below, with our comments after each.

(1) Grant of the planned unit development will result in one (1) of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment: Regarding benefits to the users:

- The existing property owner, Christan Science Church, has no need for the existing large building on site given the size of their current congregation. The proposed redevelopment will provide this group with a building that meets their current needs, and allow them to stay in the City of Plymouth.

Regarding benefits to the broader community:

- The project offers a housing type other than single-family homes. According to the Southeast Michigan Council of Governments (SEMCOG) and the 2021 American Community Survey, Plymouth's housing stock is 60% single-family homes, and 40% multi-unit housing. (Sixty-two percent of the multi-family units are owner-occupied.) The population of Plymouth is also aging. Since 2010, the average age of Plymouth residents has changed from 39.2 to 45.7 years. Also, the number of residents aged 55 and older has increased from 26% of the City's population in 2010 to 32% of the population in 2021. People in this age bracket are often downsizing, and looking for housing opportunities that require less maintenance.
- The project narrative describes other "benefits" that this project offers. Note that the ordinance defines "benefit" in the PUD section as follows: "…*where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations*." Therefore, we haven't included the full list of benefits listed by the applicant because some would be achieved by *any* redevelopment of this site. The benefits (that meet the ordinance definition) offered by the project that wouldn't be achieved without application of a PUD include:
    a. **Shared parking for the adjacent Tonquish Creek Manor operations**. The narrative states that up to 11 "excess" parking spaces might be available to the Tonquish Creek Manor residents. The narrative is not firm on this offer, and leaves the scope of the benefit to be decided in the future. The Planning Commission cannot make a decision on "maybes." For this concept to be considered a "public" benefit, we recommend that if the Planning Commission decides to approve the Preliminary PUD, this decision be conditioned on the applicant providing a signed agreement between the property owner and Tonquish Creek Manor regarding the use of the 11 spaces by residents of Tonquish Creek Manor and provide as part of the Final PUD Plan.
    b. Work associated with Tonquish Creek improvements:
        i. **Tonquish Creek Corridor Restoration Master Plan**. As part of the previous submission, the materials included a "*Tonquish Creek Corridor Restoration Master Plan*." This document provides a preliminary assessment of approximately 1,900 lineal feet of the creek corridor, and provides general recommendations on how to address streambank and streambed issues. We believe this assessment is unlikely to

have been provided with a straight site plan. Note that all of the work in the Master Plan will not be implemented by the applicant, but states that the plan could be used by the City or other authorities to seek funding and grants so that the City can perform the work. Also, the previous submission offered to provide funding for some creek restoration work. This offer is not included in the most recent submission.

ii. **Restore creek slopes along 300-feet abutting proposed project.** Plans titled "Tonquish Creek Slope Stabilization Project at Brookside Village" show bank restoration activities on the north side of development (south side of creek). However, these plans show that much of this work will be on property owned by the City of Plymouth. The property lines on these plans, and the property lines on the site plans are significantly different, and this difference should be resolved. We believe most of this work will occur on the applicant's property.

The narrative states that the developer will perform a complete restoration of the creek banks along their northern property line. The work will include removal of invasive species and dead trees, removal of debris and broken concrete, trimming healthy trees, planting native shrubs and herbaceous plants to fill in and stabilize the bank.

We have the following comments:

- Any work within the streambed itself will require an Inland Lakes and Streams Permit from the Michigan Department of Energy, Great Lakes and Environment (EGLE). This isn't mentioned on the plans, and should be.
- The previous plan set illustrated the streambank stabilization as a typical landscaping job, rather than a "restoration." This set of plans shows restoration activities prepared by ECT, an organization with experience in ecological restoration. If this project moves forward, more information needs to be added to these sheets, including (but not limited to), tree survey information about existing trees and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and a description of the activities necessary to ensure the new plantings become established and the maintenance activities necessary to ensure the plantings are not overrun by invasive species.
- The applicant has characterized this work as an ecological benefit. To be such, the implementation of the work needs to be conducted by ecological restoration professionals. A note needs to be added to the plans that the work along the creekbank must be conducted by professionals with demonstrated experience in streambank restoration work.

iii. **Provide select Tonquish Creek Trail Improvements**. As requested, the narrative now specifies that the project will provide seven (7) new benches, and six (6) new light poles along the trail between this project and the west side of Tonquish Creek Manor. Will only the light poles be replaced, or will this work also include new light fixtures?

iv. **Pocket Park along the Creek**. The narrative describes a patio area with some bench seating installed along the southern side of Tonquish Creek along the paved trail behind Tonquish Creek Manor (which is City-owned property). The narrative states that they have received approval from the CED of Tonquish Creek Manor to locate this amenity behind the Manor facility. This approval needs to be provided in writing, and submitted with the Final PUD plans.

The plans for this project were not submitted with this set. We are assuming that the previous plans are still the current proposal. In our previous review, we observed that installation of the proposed gravel area (about 600 s.f. in size) would require tree removal, possibly threatening the stabilization of the stream bank.

v. **Deed a portion of property along the creek bank to the City**. The "Public Benefits Summary" describes the applicant to deed a portion of the creek bed to the City to facilitate maintenance operations by the City. A small graphic was provided, but the dimensions of this area were not. Using the site features in the graphic, we have estimated that the deeded area is approximately 23' x 43', or 990 s.f. The applicant should confirm this. A legal description and survey of the proposed land to be deeded should be provided as part of a Final PUD plan set.

vi. **Construct a new access stair at the head end of the Creek**. This proposal is shown on Sheet C-3, showing these stairs as part of an internal sidewalk system, and a connection to the public sidewalk between two of the individual condo units along Ann Arbor Trail. The narrative states that this connection will benefit project residents and the public at large.

For the public to use this staircase, they will need to walk along sidewalks within the condominium project. This will require an easement, and language in the Master Deed, which dedicates public use of the easement in perpetuity. This language is not in the draft Master Deed, nor is an easement shown on the plans. To establish this idea as a "benefit," the easement needs to be shown on the plans, and language added to the Master Deed dedicating this easement to use by the public.

- **Pocket park at the Reading Room bookstore**. A 250 s.f. concrete pad is shown in front of the new church building/reading room, and is described as a "park." The narrative states that landscaping and a bike rack will be added. We requested that these features be shown on the plans, and they have not been added. In our opinion, the concrete pad is the church's front porch, and will be used as private property. The lawn between this pad and the street is the church's front yard. Neither is identified on the plans as a "public" space (i.e., easement or dedicated to the City). In our opinion, the concrete pad and lawn do not constitute a public park, and will not function as a park, or provide any public benefit.

  If the applicant intends to make this area a "public park," the plans should show an easement over the area to be used as a "public park," a note added to the plans that this area will be a public park, accessible by the public in perpetuity, and language added to the Master Deed identifying this as a public park in perpetuity.

Page 7 of the applicant's "Public Benefits Summary" lists the approximate value of the public benefit items listed by the applicant. We can't confirm these figures, but note that the Reading Room concrete pad and updating utilities for this project would have to be constructed for any development.

Public benefits that we consider clearly articulated are retaining the church on this site, offering a different housing type in Plymouth, and the creekbank restoration proposed along the northern edge of their property (as long as it is implemented by professionals with demonstrated experience in such work). Other benefits described by the applicant are either not shown on the plans, or are not fully flushed out, including:

- Continuing to allow Tonquish Creek Manor residents to park on the church's property.
- Patio/seating/lighting behind Tonquish Creek Manor.
- Proposed deeded area next to creek to City.
- Public use of the sidewalk through the condominium project to stairs down to the creek-side trail.
- Public park in front of the church building.

To make a recommendation to the City Commission, the Planning Commission needs to determine if the deviations from the ordinance balance with the public benefits offered by the project. Without certainty that the benefits listed in the proposal will actually be realized, the Planning Commission can't possibly make this decision. The additional information described above regarding the proposed benefits should be provided.

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment. In our previous review, we stated that the northern-most buildings are too close to the top of the Tonquish Creek bank. Our concern was that the bank would be impacted during construction of the buildings. A building envelope is typically 15-20 feet beyond the exterior wall of a building where heavy construction equipment, vehicles, and activities occur during construction.

This set of plans shows that the footprints of the buildings have been moved approximately 5-feet to the south, away from the top of the bank. Now the building foundations are between 8 – 22 feet away from the top of the bank. Also, the orientation of the units is now staggered (vs. being in a straight line), which better coordinates with the curve of the creek (and top of bank). It appears that the additional space to shift these units away from the creek was created by making one unit in each of the buildings to the south narrower (was 26-feet wide; now 20-feet wide). The site plan shows that patios will be constructed on the rear of the condominium buildings, the closest being 3-feet from the top of the bank. In our opinion, construction of patios should not impact the top of the bank.

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

CWA Comment. There are no known historic resources on the property.

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

CWA Comment: N.A.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

CWA Comment: We assume that the City's water and sewer system has additional capacity to handle this development. This needs to be confirmed by the City's Engineer and an opinion provided at this stage of the project review.

Regarding traffic, the applicant included a Trip Generation Analysis in their last submission, which estimates the number of vehicle trips generated by the proposal. The report also provides an estimate of "vehicle distribution," which makes a prediction about how the traffic generated by the proposal will use the existing street grid.

The conclusions of the report state that, compared to a church with full occupancy (300 seats), the proposed project will generate significantly less vehicle trips (and therefore, traffic). While this comparison isn't a reflection of the current conditions (since the church membership is significantly less than 300 people), it does show that the proposal will not generate a significant number of new trips when compared to the SEMCOG data, illustrating the number of trips currently using this portion of Ann Arbor Trail (or 7,330 for weekday flow).

At the August, 2023 meeting, the Planning Commission asked that the applicant supply a comprehensive traffic study in order to better understand the impact this project could have. No study is included in the most recent submission.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the City.

CWA Comment: We would consider this project to be, in general, consistent with the public health, safety and welfare of the City.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

CWA Comment: As mentioned above, the footprint of the proposed condo units along the north have been moved approximately five-feet away from the top of the Tonquish Creek streambank. The grading plan doesn't provide proposed topographic lines to indicate the extent of grading in this area, but the northerly buildings finished floor elevation (730) is consistent with the existing grade at the corners of the proposed buildings in this part of the site.

(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

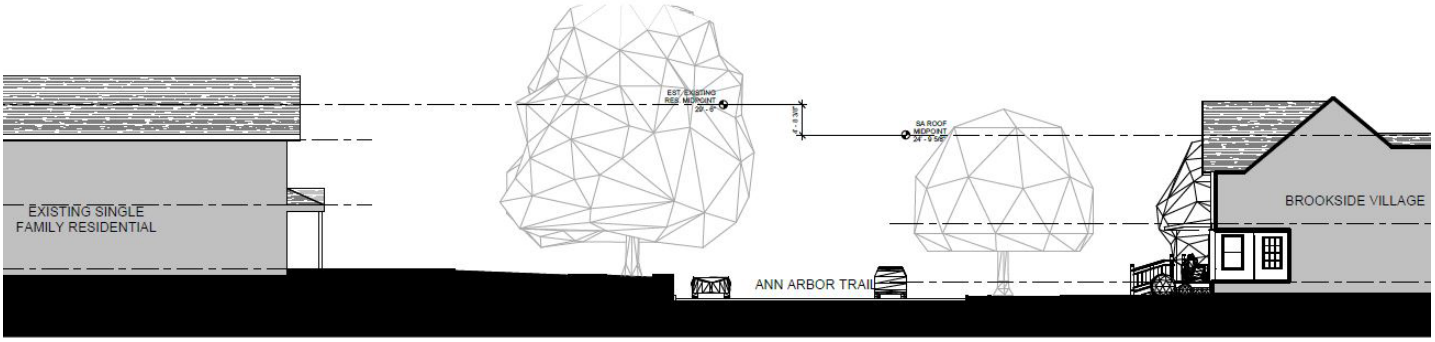
CWA Comment: The applicants "Public Benefits summary" discusses estimated tax revenue generated by 20 new households, and potential revenue gleaned by Plymouth businesses from these new households. We can't comment on this information. However, we believe that this criterion is talking about whether or not the development "fits" into the neighborhood, and doesn't take away from the character (and therefore desirability of) the neighborhood.

New development can "fit" into the existing fabric of a neighborhood if the new buildings are of similar height and massing of surrounding residential buildings, have similar architectural characteristics and

level of detail, and that the setbacks from the street have a relationship to the adjacent buildings along the street.

Regarding **height**, we looked at all three building types below:

- The 3 detached units along Ann Arbor Trail are proposed at 2.5-stories, 24.75-feet tall at the midpoint of the roof. These buildings have not changed from the previous submission. The previous submission included the image below, showing how the project will relate to the single-family homes on the south side of Ann Arbor Trail. The midpoint of the house on the south side of the street is 29.5-feet, which is 4.75-feet taller than the proposed unit. As requested, the height dimension (to the midpoint of the roof) of the office building to the east is provided in the "Project Update Narrative" (Pg. 6). The office building is approximately 28-feet tall. The proposed detached units are about 3-feet shorter at 24.75 feet.



- The 17 attached townhome units on the interior of the site are proposed at 2.5-stories, 25-feet tall at the midpoint of the roof. These units are only a few inches taller than the units facing Ann Arbor Trail, and will likely be perceived as virtually the same height, or slightly lower due to the sloping topography (the site slightly slopes down from the street to the back by 2-feet).
- The church building is proposed at one-story, 20-feet tall at the midpoint of the roof. This building's height has not changed from the previous submission. This building will be lower than most buildings along Ann Arbor Trail, and will not dominate the street.

- Regarding **massing**, the three detached units along Ann Arbor Trail are proposed at 2,400 s.f. (per Sheet C-3). Researching the existing homes along Ann Arbor Trail, the three proposed detached units along Ann Arbor Trail are similar to the average size of the homes on both sides of the street (traditional & new). They are significantly (31%) smaller than the average-sized new homes on the street. We have tallied these results in the table below:

Table 2: Average home sizes on Ann Arbor Trail – Subject Site to McKinley St.

Subject Site to McKinley St.	Average Home Size (s.f.)
South Side:	
Traditional (1950s-older)*	2,258 s.f.
New (1960-younger)	3,493 s.f.
North Side:	
Traditional (1950s-older)	1,559 s.f.
Both Sides/All Ages:*	**2,147 s.f.**

*Note: The large house on the southeast corner of Ann Arbor Trail/McKinley was not included in this analysis. If included, this would change the average "traditional" house size on the south side of the street to 2,595 s.f., and the "Both Sides/All Ages" average to 2,285 s.f.

Regarding the **architectural characteristics, and level of detail** of the proposed structures:

- The three units along Ann Arbor Trail appear to be designed in the modern "farmhouse" style, with very few architectural details. The form of the buildings, with pitched roofs and front porches, is consistent with other traditional homes along the street; however, the mix of brick and board-and-batten siding is not. Horizontal siding, with board-and-batten accents would be more in line with the character of the street, in our opinion.
- The front façade of the 6-unit townhome building facing the church (and shared internal drive) is visible from the street (see the top right images on Sheets A3 and A4). This orientation places the garage doors at the rear, and not facing the shared drive. The rear elevation with the garage doors faces an internal street that is partially blocked from view of the street by one of the detached units.
- The current church building is a contemporary style with low-pitched roofs and a horizontal orientation. The proposed church building also has a contemporary style. The east façade of the proposed building has been revised, shifting the entry overhang to the south, and shrinking it so that it only covers the front walk. The pergola over the side façade (at the front) has been eliminated.

Regarding **front setbacks** of the proposed buildings, the two buildings that define this development are the 3 single-unit residential buildings that face Ann Arbor Trail, and the church building.

Table 3: Existing and Proposed Front Setbacks:

	Front Setback – Existing Buildings on North Side of AA Trail	**Front Setback – Proposed Buildings on North Side of AA Trail**
Office Building	9 - 22 feet	--
Residential Buildings	House to west of church: 67 feet Average Joel R to McKinley: 19 feet	Front Porch: 20 feet House: 25 feet
Church Building	63 feet	42 feet

We have the following observations:

- Both the proposed single-unit residential buildings and church building are oriented to be parallel to Ann Arbor Trail, which is consistent with the other residential buildings in the vicinity. However, the office building to the east is at an angle to the street. In our opinion, we think this difference helps to create a transition between the residential uses on Ann Arbor Trail, and the beginning of downtown.
- The front porches of the proposed residential buildings have been shifted back by 10-feet, making them almost the same distance from the street as the average existing porch on this side of Ann Arbor Trail. The body of the proposed detached units have also been shifted back by 8-feet. This change places the new detached units slightly behind the other existing houses along Ann Arbor Trail.
- On the current set of plans, the proposed church building has been shifted north, and is now setback 42-feet (vs. 25-feet on the previous plans) from the front edge of the property. Sec. 78-296 requires a front setback minimum of 50-feet. This change reduces the deviation from the previous set of plans, but still represents a small deviation.

  The proposed setbacks provide a more gradual setback transition between the new residential buildings and the house to the west.

Locating the church building as shown screens activity at the church from the neighbors to the west. A privacy fence is located on the neighbor's property, which will help to screen their rear yard from activity on the church site. Also, the parking lot proposed behind the church has been removed from the neighbor's east property line, which will also help to minimize impacts to these neighbors from activities on the church site.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

CWA Comment: The narrative states that the Champion Development Group has entered into a contract with the First Church of Christ, Scientist, Plymouth to purchase the available remaining portion of the property and is working together to define a Master Site layout. The intention of the Champion Development group is to develop a townhouse style residential condominium community as depicted in the submission. In our view, it doesn't appear that there is a "single" entity with the responsibility for completing the project. It appears that Champion will be responsible for the townhomes, and the church for their part of the project. The information provided does not confirm that this criterion is met. The applicant needs to clearly state who will be responsible for completing the entire project in conformity with this article.

The narrative also describes how the *future* ownership of the property will be handled. It states that the property will be divided into a Church section and Townhouse section. Both sections will be part of a "Master" Condominium site that will have assorted rights and obligations, as defined in the Condominium Documents. The applicant has submitted a draft Master Deed for Brookside Village Condominium, but this document has no mention of the First Church of Christ, Scientist. In our view, the submitted information does not meet this criterion. As we mentioned in our previous review, Sec. 78-215 requires that the Condominium Documents be reviewed and approved by the City. Due to the unusual nature of the proposed condominium, we recommend that the Planning Commission condition any approval of the Preliminary PUD plans on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

(7) The proposed planned unit development shall be consistent with the goals and policies of the City Master Plan.

CWA Comment: The project is proposing a mix of townhouse (multi-family) residences, and a house of worship. The Master Plan identifies this area as "Mixed Use: Low Density." The Plan describes this future land use designation as follows:

> *The Mixed Use Low Density designation is specific to land uses where it is appropriate to have a low-impact commercial use adjacent to single-family or multi-family residential areas. This land use allows for single and multi-family uses to continue and be established, while encouraging lower-intensity commercial and office uses that can serve the residential areas. The Mixed Use Low Density land use designation is generally detached buildings with the character of single-family residences that are no more than two stories. Parking in this land use should be located at the rear of the property.*

The proposal is consistent/inconsistent with the Master Plan vision in the following ways:

1. The Christian Science Reading Room is a low-impact commercial use that would be adjacent to single- and multi-family residential development.
2. The project is proposing to establish multi-family uses. Houses of worship are often combined with residential uses in the same district; however, houses of worship are considered a "Special Land Use."
3. The site design along the street frontage locates three single-unit residential buildings, which look like a single-family residence, and is consistent with the Master Plan. The buildings in the interior and rear of the site are of a "townhouse" (multi-family) character. Also, all the proposed residential buildings are 2.5-stories, which is taller than the height called for in the Master Plan. However, the top ½ story is integrated into the roof, with dormers, which creates a two-story appearance. The actual building height dimension is within the maximum permitted in the R-1, One-Family Residential District:

Table 4: Maximum Permitted and Proposed Building Heights in R-1 District:

Building Type	Maximum Permitted Height	Proposed Height
Church Building	25 feet	20 feet
Single-Unit Residential Buildings		24.75 feet
Townhouse Buildings (See below)		25 feet

Townhouse Building: Section 78-313, *PUD General Design Standards*, states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. The townhouse buildings are considered "multi-family" buildings, and are regulated by the bulk requirements in the RM-2, Multi-Family Residential District (since the proposed buildings are 2.5-stories). Multi-family districts regulate height by the number of stories. If the building has more than 2-stories, a maximum height dimension is not provided in the ordinance. In our interpretation, the proposed townhouse buildings are consistent with the RM-2 District requirements.

4. Parking is proposed at the side and rear of the buildings, as required.

The Planning Commission should discuss the one inconsistency of the project and Master Plan (multi-family/townhouse vs. single-family appearance) with the applicant. Also reference our Density Analysis later in this review.

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

CWA Comment: The project is located in the R-1, Single-Family Residential District. The project is proposing a multi-family product. This use is not single-family, but in our opinion, the residential buildings harmonize with single-family residential uses because of the single-unit buildings along Ann Arbor Trail, and because of the height of the townhouse buildings in the interior of the site. The project is relatively small, and will provide a logical transition between the downtown to the east and single-family residential homes to the west. As mentioned above, the Planning Commission requested the applicant supply a comprehensive traffic study in order to better understand the impact this project could have. Also reference our Density Analysis later in this review.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

CWA Comment: We don't believe the applicant is proposing the project to circumvent the strict application of the zoning standards. The Master Plan identifies this site as appropriate for multi-family residential use, in combination with low-intensity commercial uses that support the neighboring residential properties. We would argue that a house of worship also supports neighboring residential uses.

The most recent set of plans has reduced the number of units from 37 units originally discussed with the Community Development Department, to 20 units. They have also limited the townhomes to 2.5-stories, and designed the buildings to appear like 2-story buildings to better coordinate with the existing homes along the street. Townhomes also provide a logical transition between the downtown and single-family residential uses.

The Planning Commission needs to evaluate the above criteria pertaining to PUD eligibility.

In summary, the PUD project appears to meet some of the criteria. The following information should be provided and discussed with the Planning Commission:

1. Public Benefits:
   a. **Shared parking with Tonquish Creek Manor**. Provide signed, written agreement between property owner and Tonquish Creek Manor describing how the 11 parking spaces will be shared between them. Recommend that this be a condition of any Preliminary PUD approval, if granted by the Planning Commission, and submitted with Final PUD plans.
   b. **Creek Slope Stabilization**.
      i. Resolve difference in property lines shown on "Tonquish Creek Slope Stabilization Project at Brookside Village" plans and site plans.
      ii. Add note to plans regarding need for EGLE permit if any work in streambed is conducted.
      iii. Final Site plans should show tree survey information about existing trees, and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and description of activities necessary to ensure the new plantings become established and the maintenance activities necessary to ensure plantings are not overrun by invasive species.
      iv. Add note to plans to specify that all creek bank work shall be conducted by professionals with demonstrated experience in streambank restoration work.
   c. **Select Tonquish Creek Trail improvements**.
      i. Confirm if new light fixtures (in addition to poles) are proposed/not proposed.
      ii. Provide written approval from Tonquish Creek Manor for "clean up" of streambank next to the Manor building, and installation of patio, light poles and benches on their property along the trail with Final PUD plans.
      iii. Confirm that the patio plans in the previous plan set (submitted in March) are the current proposal.
      iv. Applicant to respond to comments regarding tree removal (and possible bank destabilization) to install patio.
   d. **Deed property along creek to City.**
      i. Confirm size of deeded area at 990 s.f.
      ii. Provide legal description and survey of land proposed to be deeded to the City with Final PUD plans.

e. **New stair access**.
   i. Show public access easement on sidewalk between Ann Arbor Trail and creek on plans; add note to the plans that easement will allow public use in perpetuity.
   ii. Add language to the Master Deed dedicating this easement to use by the public.

f. **Pocket park at the Church Reading Room**.
   i. Show on plans easement allowing public use of front concrete pad and front yard as "public park;" add note to the plans that the easement will allow public use in perpetuity.
   ii. Add language to the Master Deed dedicating this easement to use by the public.

2. Confirmation by City Engineer that the City's water and sewer system has additional capacity to handle this development.

3. Applicant to supply a comprehensive traffic study to provide a better understanding of the impact this project could have.
4. The applicant needs to clearly state who will be responsible for completing the entire project in conformity with this article.

5. Revise Master Deed to include First Church of Christ, Scientist. Recommend that the Planning Commission condition any approval of the Preliminary PUD plans on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

6. Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

***Items to be Addressed**: 1) See items 1 – 6 in summary above.*

DENSITY ANALYSIS

The project will establish 20 new residential units in the City, allowing some current Plymouth residents to move, or provide homes for new residents. The applicant prepared a "parallel plan" (Pg. 7 of Project Update Narrative) illustrates that seven (7) single-family lots that could fit under current zoning. The proposal offers approximately 13 more residential units than if the site were re-developed for single-family homes under current zoning. This would be considered a deviation from the existing R-1 zoning.

At their August, 2023 meeting, the Planning Commission determined that the townhome density should be calculated by the area occupied by the townhomes. Based on the current site plan, we estimate that the land occupied by the church is approximately 31,212 s.f., and the land occupied by the townhomes is approximately 66,879 s.f.

As mentioned above, Section 78-313, *PUD General Design Standards*, states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. Therefore, we have evaluated the density of the townhomes using the RM-2, Multi-Family Residential District, since this district permits multi-family buildings up to 4-stories in height. (Note: RM-1 Multi-Family Residential District only permits multi-family buildings up to 2-stories in height; since the proposed buildings are 2.5 stories, we must use RM-2 standards.) Townhomes are considered a "permitted" use in the RM-2 District.

The ordinance calculates permitted density by dividing the area of the lot by 900 s.f. (Sec. 78-191(c)). The table on the next page shows the results of this calculation using the land area occupied by the townhomes and associated maneuvering lanes:

Table 5: Calculating Number Of "Rooms"

Permitted Density per RM-2, Multi-Family Residential District
66,879 s.f. / 900 = 74 rooms

The ordinance assigns a specific number of "rooms" to a unit, based on the number of bedrooms in each unit. Other rooms, such as a den, office, or similar extra space, are considered bedrooms when calculating density. Therefore, the number of rooms assigned to a unit is assigned as follows:

Efficiency apartment unit = 1 room
One-bedroom unit = 2 rooms
Two-bedroom unit = 3 rooms
Three-bedroom unit = 4 rooms
Four-bedroom unit = 5 rooms

The proposal has a variety of options that could result in either a 2-bedroom unit, a 3-bedroom unit or a 4-bedroom unit. As mentioned above, floor plans for the new 20-foot wide unit have not been provided. Using this information, the density of the project is proposed as listed in the table on the next page. We have also included the maximum allowed under the RM-2 Zoning District for comparison:

Table 6: Density Analysis

	Proposed Number of Rooms/Units
Single-Unit Buildings (3 units)	3 units x 5 rooms = 15 rooms
If Townhomes all had 4 "bedrooms" (17 units)	17 units x 5 rooms = 85 rooms
If Townhomes all had 3 "bedrooms" (17 units)	17 units x 4 rooms = 68 rooms
If Townhomes all had 2 "bedrooms" (17 units)	17 units x 3 rooms = 51 rooms
TOTAL	20 units/ 66 - 100 rooms

At the least, the density could be 11% under the ordinance standard for a multi-family project on this site; and at the most, the density could be 35% over the ordinance standard. If the townhomes were an even mix of units having 2 to 4 bedrooms (or 67 rooms), then the density would be 9% below the ordinance standard.

Another way to look at density is to calculate "dwelling units per acre." We have estimated the density of other similar projects in Plymouth in the table on the next page. This will allow the Planning Commission to experience the density of the built projects and understand the character these projects offer, and how they fit into the existing streetscape.

Table 7: Similar Existing Projects

Project	Density	Comments
Brookside Village (Current Proposal)	20 units / 1.53 ac. = 13 DU/AC	2.5- story townhouses on Ann Arbor Trail.
Saxton's– Jewell/Maple PUD	10 units / 0.75 ac. = 13 DU/AC	2.5-story townhouses on Maple St.
Plymouth Trail Condominiums	29 units / 2.15 ac. = 13.5 DU/AC	1.0-2.0-story attached single-family on A2 Trail.
Daisy PUD	159 units / 10.47 ac. = 15 DU/AC	2.0-story attached single-family & 3.0-story townhouses on N. Union St.
A2 Trial & Hamilton	10 units / .52 ac. = 19 DU/AC	2.5 story townhouses on Ann Arbor Trail.
Hamilton St.	27 units / 1.13 ac. = 28 DU/AC	3.0-story condominium building on Hamilton St.

The project could build-out to be below or above the maximum number of rooms depending on how each unit is designed. If looking at the project via "dwelling units per acre," this project is on the low end of other similar projects in Plymouth.

If the Planning Commission deems that 17, 4-bedroom townhomes are appropriate (or 100 rooms for the entire project), then this would be a deviation from the ordinance (or over the maximum in the ordinance by 26 rooms, or 35%).

In our opinion, we evaluate density on the land's ability to support the proposed development, as well as what "fits" within the context of the setting, and similar developments already built in the community. Our analysis above has provided the opinion that the proposal has a number of characteristics that fit into the character of the existing street. In addition, this project proposes a rate of "dwelling units per acre" which is on the low end of other similar projects in town.

***Items to be Addressed**: 1) Planning Commission to determine is potential density deviation is consistent with the intent of the Master Plan.*

SITE PLAN

SCHEDULE OF REGULATIONS

Section 78-313 states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. The proposed church is evaluated by the R-1 One-Family Residential District standards, while the proposed townhomes are evaluated by the RM-2 Multi-Family Residential District standards.

Table 8: Schedule of Regulations Requirements: Church Building

			R-1 Required	Proposed (Church)
Minimum Lot Size/Width			3-acres / 200 feet road frontage	Approx. 0.72-acres / 81 feet road frontage**
Height of building			2 stories, 25 feet maximum	1 story, 20 feet
	Front (Ann Arbor Trail)		50 feet*	**42 feet (Described Above)**
	Sides	**Least one**	30 feet least*	**10 feet (See Below)**
	Rear		50 feet*	96 feet
Frontage			Located on street with min. 86-foot right-of-way	Ann Arbor Trail – 66-foot right-of-way**

*Per Special Land Use standards in Sec. 78-296.
**The church already occupies this site, and currently doesn't meet these ordinance standards. We consider these conditions to be existing non-conformities that could be approved through the PUD process.

Table 9: Schedule of Regulations Requirements: Townhome Buildings

			RM-2 Required	Proposed (Townhomes)
Minimum Lot Size/Width			10,000 s.f. (No min. width req.)	Approx. 66,879 s.f.
Height of building			4 stories	2.5 stories, 25 feet
	Front (Ann Arbor Trail)		25 feet, or equal to the height of the building (or 24.75 feet)***	52 feet***
	Sides	**Least one**	10 least / 20 total	10 feet (east) 17.9 feet (west)
	Rear		35 feet	35 feet
Distance Between Buildings			70 feet - Front to Front 70 feet - Rear to Rear 25 feet - End to End (sides) 50 feet - End to Front 50 Feet -End to Rear	N/A - Front to Front **31 feet - Rear to Rear (See Below)** N/A feet - End to End (sides) N/A feet - End to Front **33 Feet -End to Rear (See Below)**
Minimum usable open space			150 s.f. x 43 to 77 beds = 6,450 s.f. to 11,550 s.f.	29,117 s.f.

***Sec. 78-191 states that ½ of the right-of-way width may be considered as a front yard setback. The Ann Arbor Trail right-of-way is 66-feet wide. Therefore, if ½ of the right-of-way width is counted toward the front setback, then the location of the townhomes along this street frontage is 52 feet (or 19-feet on the subject site, and 33-feet of right-of-way width).

Side Setbacks: Section 78-296 requires a minimum 30-foot side setback for the church. The current building is located 39.8 feet away from the westerly property line. The proposal locates the church building 10-feet from the westerly property line. This is a deviation of the proposed project.

Distance Between Buildings: The ordinance requires a certain dimension between buildings. The purpose of these requirements is to ensure there is enough space for vehicular access, and to create a more campus-like setting. However, it's our opinion that these distances are more attuned to a suburban setting, and not a built-out city. Also, the other, similar developments in the City noted above do not fully comply with these requirements. Distance between buildings would be a project deviation.

***Items to be Addressed**: 1) Proposed front yard setback deviation of church building. 2) Proposed side yard setback deviation of church building. 3) Proposed distance deviation between buildings for townhouse buildings.*

PARKING, LOADING

Again, the required parking is difficult to calculate given the flexibility in how the townhomes could be build-out (2 bedrooms to 4 bedrooms). The table below shows a range of required parking for the townhomes, parking required for the church, and the proposed parking shown on the site plan:

Parking Requirements

	Parking Required	Parking Provided
Townhouses	2 spaces per 2-bedrooms unit, and 2.5 spaces per units with 3 or more bedrooms = (3 units x 2.5) + (17 units x 2) = 42 spaces to (20 units x 2.5) = 50 spaces	2 garage spaces/unit plus 2 driveway spaces for 17 units (20 units x 2) + (17 x 2) = 74 spaces Plus 2 visitor spaces **TOTAL: 76 spaces**
Church Building	One parking space per 2 seats = 63 seats / 2 = 32 spaces	43 spaces
TOTAL	74 to 82 spaces	119 spaces

Number of Parking Spaces
The proposal exceeds the requirement for number of parking spaces. However, the three individual units along Ann Arbor Trail have no visitor parking spaces, and there are only 2 visitor spaces outside of driveways. The plans propose that the church will share five (5) parking spaces in their lot with the residential portion of the project. How the parking will be shared should be described in the Master Deed document.

The church lot shows the required number of barrier-free parking spaces, with at least one van-accessible parking space (8-foot wide space with 8-foot wide aisle).

Location of Parking Lots
Sec. 78-296 (applicable to church parking) requires that parking lots be setback a minimum of 15-feet from the side and rear property lines. The proposed church parking lot is in the same location as the existing church parking lot, and is located directly on the property lines. We consider this condition an existing non-conformity.

Screening of Parking Lots
Section 78-203 requires a 10-foot landscaped strip between a parking lot and any abutting street. This requirement applies to the parking lot that abuts Joel R Street, as the parking lot does not abut Ann Arbor Trail. The current parking lot has no buffer, and pavement abuts the sidewalk along Joel R. The proposal shows two new landscape areas of 5-8-feet wide between the rear parking lot and the public sidewalk. We would consider this change to reduce an existing non-conformity.

Sec. 78-206 also requires that where a multi-family use is located next to a single-family residential district, a 4.5-6.5-tall wall, fence, or landscaped berm is required between land uses. The house to the west of the church currently has a fence along the shared property line. However, adding a fence along the north property line (abutting Tonquish Creek Manor's parking area) isn't feasible. The Planning Commission could consider this a deviation, and in our opinion, is logical.

Parking Lot/Space Dimensions
The dimensions of the proposed parking spaces meet ordinance requirements.

The maneuvering lane in the church lot meets the minimum width of 20-feet.

The internal maneuvering lane in the townhouse portion of the project is 20-feet wide, meeting the minimum width in the ordinance.

Loading Space
The plans do not show any loading/unloading space. Given that the church has a reading room, the applicant should describe the types of delivery trucks visiting the site, and indicate where they would "stand" while making their delivery.

Clear Vision Area
No buildings are within the clear vision area along either street facade.

Items to be Addressed: *1) How the five church parking spaces will be shared with the townhouse units added to Master Deed. 2) Lack of screen wall/fence/landscaping between multi-family use and single-family district; Planning Commission to consider if acceptable deviation. 3) Provide information on truck deliveries to the reading room, and proposed standing location on site while making deliveries.*

CIRCULATION

Access to both the church and townhouse development are provided via two shared driveways, one from Ann Arbor Trail and a second from Joel R Street. Both driveways currently exist, but the Ann Arbor Trail driveway has been shifted to the east. We consider sharing the driveways between uses as a positive aspect of the plan. The most recent project narrative states that there will be a "Cross Access Use Agreement" between the two entities that will define this sharing. At a minimum, this agreement should be referenced in the Master Deed, or be part of the Master Deed.

***Items to be Addressed**: 1) At a minimum, Master Deed to reference "Cross Access Use Agreement," or agreement incorporated into Master Deed; draft language provided with Final PUD plans.*

SIDEWALKS

Currently, public sidewalks exist along both street frontages. The plans proposed to retain these walks.

A new sidewalk is proposed between the public sidewalk along Ann Arbor Trail and the Tonquish Creek trail via a new staircase at the back of the site. We consider this sidewalk a positive aspect of the plan, but, as mentioned above, an easement will be necessary to locate pavement between the stairs and the trail pavement, and should be shown on the plans.

***Items to be Addressed**: None.*

LANDSCPAING/LIGHTING/SIGNAGE

Information regarding landscaping, lighting, and signage are components of a Final PUD Site Plan. We will evaluate these topics upon Final Site Plan review.

***Items to be Addressed**: None.*

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

The plan set provides architectural elevations and floor plans of the proposed church, single-use residential buildings, and the multi-family townhouse buildings. However, the following has not been provided, and needs to be added to the submission:

- Floor plans for the new 20-foot wide townhome units; and
- The *floor area* of the townhome units. The provided floor plans show units in the range of:
  - 2,579 s.f. (38' x 26' footprint), and
  - 2,736 s.f. (35' x 29')

  The applicant should confirm the possible floor area range of the townhomes on the plans. Also note that in the previous submission, the smallest unit (41.5 x 18.5) was approximately 2,160 s.f. and the large unit (35' x 26') was approximately 2,620 s.f. The number of units has gone down, but the size of the most units has increased.

We have provided our opinions regarding the character of the proposed buildings under the "PUD Criteria" section of this review. We commend the applicant for designing "usable" front porches on the single-unit residential buildings.

***Items to be Addressed**: 1) Applicant to provide the range of floor area of townhomes on plans.*

RECOMMENDATIONS

We support the general concept illustrated in this PUD proposal, and think it meets most of the PUD criteria. Still, some of the "benefits" offered are in the conceptual stage, and are not guaranteed by being shown on the plans, and have not described in the necessary documents (which, in turn, have not been provided to the Planning Commission) to confirm that the benefits will be realized.

The Planning Commission should consider the proposed deviations in light of the proposed "public benefits" offered by the project (see Appendix), and discuss areas of non-compliance with the applicant. The applicant should provide additional information, and clarification of the following topics:

A. Preliminary PUD Plan Requirements:

1) Provide a narrative listing the PUD criteria (Sec. 78-311(c)), and describe how the project meets each.

B. PUD Criteria: Provide additional information to complete evaluation of all PUD Eligibility criteria, including:

1) Public Benefits:
   a. **Shared parking with Tonquish Creek Manor**. Provide signed, written agreement between property owner and Tonquish Creek Manor describing how the 11 parking spaces will be shared between them. Recommend that this be a condition of any Preliminary PUD approval, if granted by the Planning Commission, and submitted with Final PUD plans.
   b. **Creek Slope Stabilization**.
      i. Resolve difference in property lines shown on "Tonquish Creek Slope Stabilization Project at Brookside Village" plans and site plans.
      ii. Add note to plans regarding need for EGLE permit if any work in streambed is conducted.
      iii. Final Site plans should show tree survey information about existing trees, and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and description of activities necessary to ensure the new plantings become established and the maintenance activities necessary to ensure plantings are not overrun by invasive species.
      iv. Add note to plans to specify that all creek bank work shall be conducted by professionals with demonstrated experience in streambank restoration work.
   c. **Select Tonquish Creek Trail improvements**.
      i. Confirm if new light fixtures (in addition to poles) are proposed/not proposed.
      ii. Provide written approval from Tonquish Creek Manor for "clean up" of streambank next to the Manor building, and installation of patio, light poles and benches on their property along the trail with Final PUD plans.
      iii. Confirm that the patio plans in the previous plan set (submitted in March) are the current proposal.
      iv. Applicant to respond to comments regarding tree removal (and possible bank destabilization) to install patio.
   d. **Deed property along creek to City.**
      i. Confirm size of deeded area at 990 s.f.
      ii. Provide legal description and survey of land proposed to be deeded to the City with Final PUD plans.
   e. **New stair access**.
      i. Show public access easement on sidewalk between Ann Arbor Trail and creek on plans; add note to the plans that easement will allow public use in perpetuity.
      ii. Add language to the Master Deed dedicating this easement to use by the public.

f. **Pocket park at the Church Reading Room**.
   i. Show on plans easement allowing public use of front concrete pad and front yard as "public park;" add note to the plans that the easement will allow public use in perpetuity.
   ii. Add language to the Master Deed dedicating this easement to use by the public.

2) Confirmation by City Engineer that the City's water and sewer system has additional capacity to handle this development.

3) Applicant to supply a comprehensive traffic study to provide a better understanding of the impact this project could have.
4) The applicant needs to clearly state who will be responsible for completing the entire project in conformity with this article.

5) Revise Master Deed to include First Church of Christ, Scientist. Recommend that the Planning Commission condition any approval of the Preliminary PUD plans on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

6) Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

C. Density:
1) Planning Commission to determine if potential density deviation is consistent with the intent of the Master Plan.

D. Area, Width, Height Setbacks:
1) Proposed front yard setback deviation of church building.
2) Proposed side yard setback deviation of church building.
3) Proposed distance deviation between buildings for townhouse buildings.

E. Parking/Loading.
1) How the five church parking spaces will be shared with the townhouse units added to Master Deed.
2) Lack of screen wall/fence/landscaping between multi-family use and single-family district; Planning Commission to consider if acceptable deviation.
3) Provide information on truck deliveries to the reading room, and proposed standing location on site while making deliveries.

F. Circulation.
1) At a minimum, Master Deed to reference "Cross Access Use Agreement," or agreement incorporated into Master Deed; draft language provided with Final PUD plans.

G. Architectural Elevations and Floor Plans.
1) Applicant to provide the range of floor area of townhomes on plans.

Sally M. Elmiger

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

#152-1804

cc: Greta Bolhuis
John Buzuvis
Marleta Barr

APPENDIX:

Project Benefits that Could Not/Not Likely Part of Project without application of PUD Process	Project Deviations
1. Project allows church to remain in Plymouth	1. 20 vs. max. of 7 units using underlying zoning
2. Project offers housing type alternative not readily available in the City.	2. Townhouse design vs. single-family appearance (As called for in Master Plan).
3. Tonquish Creek and Trail Restoration Plan (Prepared by ECT)	3. Possible 35% increase in density (Calculated using "bedrooms," as defined in the ordinance). The scope of this deviation depends on how the units are built-out.
	4. Church building side setback (10' vs. req. 30')
	5. Church building front setback (42' vs. req. 50')
Project Benefits that Require More Details	6. Townhouse distance between buildings
1. Shared 11 parking spaces with Tonquish Creek Manor residents (Signed agreement).	7. Lack of screen wall/fence/landscaping between multi-family use and single-family district (Tonquish Creek Manor).
2. Creek restoration plan (Resolve property lines; EGLE note; Final Site Plan revisions; Implementation of plans conducted by ecological restoration professional with demonstrated experience in this work)	
3. Tonquish Creek Manor pocket park (New light fixtures?; Written approval; Patio plans to PC; Potential tree removal/slope destabilization)	
4. Deed land to City along creek to facilitate maintenance (Confirm size of deeded area; Provide legal description/survey)	
5. Sidewalk/stair connection to creek (Easement on plans; Dedication of easement to public in Master Deed)	
6. Pocket park at church reading room (Easement on plans; Dedication of easement to public in Master Deed)	

CHAMPION DEVELOPMENT GROUP

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

April 17, 2024

Ms. Greta Bolhuis /
Plymouth Planning Commission
City of Plymouth, Michigan
201 S. Main
Plymouth, MI 48170

Subject: **Updated PUD Submission**
Proposed Brookside Village Development
1100 W Ann Arbor Trail

Ms. Bolhuis and the Planning Commission,

We are pleased to be submitting a significant update to the previously submitted Mixed-Use PUD proposal at the 1100 W Ann Arbor Trail property titled Brookside Village. The contents of this submission include:

DOCUMENTS

- **Ordinance Section 78-313 Narrative Response**
- **Project Update Narrative**
- **Public Benefits Summary**
- **Tonquish Creek Corridor Restoration Master Plan - (ECT Consultants)**
- **Tonquish Creek Slope Stabilization (ECT Consultants)**
- **Trip Generation Analysis - (Fleis & Vandenbrink Consultants)**
- **Draft Condominium Documents**

DRAWINGS

Site / Civil

C-1	COVER SHEET	C-7	LIGHTING PLAN
C-2	DEMOLITION PLAN	C-8	LANDSCAPING PLAN
C-3	SITE PLAN	C-9	LANDSCAPING NOTES & DETAILS
C-4	GRADING PLAN	C-10	CONSTRUCTION DETAILS
C-5	STORMWATER MANAGEMENT PLAN	C-11	CONSTRUCTION DETAILS
C-6	UTILITY PLAN	1	ALTA / TOPO Survey

Architectural – Townhouse Residential Condominium

A-1	FLOOR PLAN OPTIONS	A-3	RENDERINGS
A-2	ELEVATIONS & SECTION STUDY	A-4	RENDERINGS

Architectural – Stand Alone Residential Condominium

SC110	STAND ALONE CONDO TYP. FLOOR PLANS
SC310	STAND ALONE CONDO TYP. ELEVATIONS
AR105	CONCEPTUAL SECTION

Architectural – Church and General

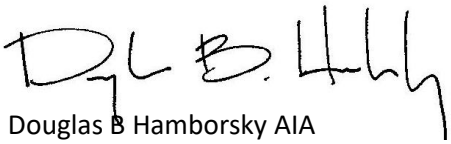
CH101	ARCHITECTURAL FLOOR PLAN (Church)	AR102	ASSORTED RENDERS
		AR103	ASSORTED RENDERS
CH301	EXTERIOR ELEVATIONS (Church)	AR104	NEIGHBOR PERSPECTIVE
CH302	EXTERIOR ELEVATIONS (Church)	AR105	NEIGHBOR PERSPECTIVE

As you will see from your review, the design and scope of this submission is very similar to the previous 4 versions. The primary differences for this scope revolve around the following themes:

- We have further **REDUCED** the density from a total of 24 residential units to a new total of **20 units** (17 Townhouses + 3 Stand Alone units).
- We have significantly added scope and features to the **Public Benefits** being offered with this project.
- We have provided for **extra parking spaces** that may be shared with a neighboring property.
- We have provided 2 guest spaces in front of every 3 BR Townhouse and 1 guest space in front of the 2 x 2 BR Townhouse further **increasing parking capacity**.
- We have commissioned creation of a **Creek Restoration Environmental / Ecological Master Plan** Report included within.
- We have commissioned the creation of a **Traffic Analysis Report** to study traffic conditions for the project design.

We understand that we may be able to appear at the **May 8** Planning Commission meeting. We greatly look forward to being able to move this project forward at that meeting. Should you have any questions, please do not hesitate to contact us.

Regards,



Douglas B Hamborsky AIA
Director of Design and Construction
Champion Development Group

Hamgroup2@gmail.com
313-282-6432

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

Sec. 78-313. General design standards.

(a) All regulations within the city zoning ordinance applicable to setback, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.

THE PRINCIPAL PERMITTED USE USED FOR THE PROJECT DESIGN IS 'RM-2'. ALL PRIMARY REGULATIONS APPLIED TO THE PROPOSED PLAN ARE BASED ON THE RM-2 REGULATIONS. NOTE THAT THE ADDITIONAL OVERLAY REGULATIONS FOR A CHURCH USE AS DEFFINED IN SECTION '78-296 Religious Institutions' ARE NOT USED FOR THAT PORTION OF THE SITE AS THOSE REQULATIONS ARE TAILORED FOR MUCH LARGER SITES AND CHURCH STRUCTURES. SECTION 78-296 IS NOT APPLICABLE IN THIS SETTING.

(b) Notwithstanding subsection (a) of this section, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided there are features or elements demonstrated by the applicant and deemed adequate by the city commission upon the recommendation of the planning commission designed into the project plan for the purpose of achieving the objectives of this section.

DUE TO THE ODD SHAPE OF THE PROPERTY AND THE PHYSICAL NEEDS OF BOTH A CHURCH USE AND THE MULTI-FAMILY USE, SOME DEVIATIONS WILL BE NECESSARY. THESE MINOR DEVIATIONS ARE OFFSET BY THE SIGNIFICANT PUBLIC BENEFITS OFFERED WITH THE PROPOSED PUD PROJECT SCOPE.

(c) The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience, on present and future potential surrounding land uses.

THE MIXED USES OF RESIDENTIAL AND CHURCH ARE IN PERFECT HARMONY WITH THE SURROUNDING RESIDENTIAL AND COMMERCIAL NEIGHBORHOODS. WITH THIS PROPERTY LOCATED DIRECTLY BETWEEN COMMERCIAL, SINGLE FAMILY RESIDENTIAL AND MULTI-FAMILY USES, THE PROPOSED PUD PROVIDES AND IDEAL SCOPE FOR A TRANSITION BETWEEN ALL ADJACENT USES.

(d) The uses proposed will not adversely affect the public utility and circulation system, surrounding properties, or the environment.

THE PROPOSED CHURCH AND TOWNHOUSE USES ARE CONSISTENT WITH EXISTING ADJACENT USES AND DENSITIES. THE SCOPE AND SCALE OF THE PROPOSED PUD PROJECT REPRESENTS A RESPECTFUL BALANCE BETWEEN THESE NEIGHBORING USES. UTILITIES HAVE BEEN CONFIRMED TO HAVE CAPACITY TO SUPPORT THE PROPOSED PUD SCOPE.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(e) The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.

THE UNIQUE AND EXTENSIVE PUBLIC BENEFITS OFFERED WITH THE PROPOSED PUD PROJECT SCOPE WOULD NOT BE OTHERWISE PROVIDED BY A DEVELOPMENT BASED ON THE EXISTING R-1 ZONING. THE PUD INCENTIVE AND FLEXIBILITY TO LOCATE CERTAIN IMPROVEMENTS COULD ONLY OCCUR UNDER THE PROPOSED PUD FORMAT.

(f) The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or shared parking arrangements, the planning commission or city commission may reduce the required number of parking spaces.

FOR 'BOTH' THE CHURCH AND TOWNHOUSE RESIDENTIAL USES, THE PROPOSED PARKING EXCEEDS THE APPROPRIATE OFF-STREET PARKING USES BY A SIGNIFICANT AMOUNT. IN FACT, DUE TO THIS PROPOSED EXCESSIVE PARKING SCOPE, THE PROJECT IS ABLE AND WILLING TO OFFER ADDITIONAL PARKING TO NEIGHBORING PROPERTIES. THIS IS A VERY SIGNIFICANT PUBLIC BENEFIT.

(g) All streets and parking areas within the planning unit development shall meet the minimum construction and other requirements of city ordinances, unless modified by city planning commission.

ALL INTERNAL PARKING AND PRIVATE VEHICLE DRIVES AND DIMENSIONS ARE DESIGNED IN CONFORMANCE WITH ORDINANCE REGULATIONS.

(h) Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

LANDSCAPING SHALL BE PROVIDED TO ENHANCE AND BUFFER THE SITE IMPROVEMENTS WITH ADJACENT NEIGHBORING USES. IN ADDITION TO STANDARD LANDSCAPE IMPROVEMENTS, SPECIALIZED RESTORATION IMPROVEMENTS ARE TO BE CONSTRUCTED ALONG OUR PORTION OF THE SLOPING CREEK BANK AT THE NORTH SIDE OF THE SITE. THIS IMPROVEMENT OF THE CREEK BANK WILL PROVIDE A SIGNIFICANT PUBLIC BENEFIT TO ALL WHO USE THE TONQUISH CREEK TRAIL.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(i) Effort shall be used to preserve significant natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non MDEQ regulated wetlands or floodplains.

THE PROJECT PROPOSES SIGNIFICANT RESTORATION, REVITILIZATION AND ENHANCEMENT OF THE AREA ADJACENT TO THE CREEK. THIS PROPOSED WORK WILL ADDRESS YEARS OF IGNORED AND POORLY MAINTAINED NATURAL PLANTINGS. ALL WORK WILL BE PERFORMED TO MEET OR EXCEED MDEQ AND EGLE STANDARDS.

(j) Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.

THE PROPOSED UTILITY SCOPE WILL APPLY A NEW STATE-OF-THE-ART SUBGRADE STORMWATER MANAGEMENT SYSTEM ALONG WITH A LOOPED WATER MAIN AND ALL NEW SEWER, GAS AND ELECTRIC UTILITIES REPLACING THE 80 YEAR OLD EXISTING SYSTEMS.

(k) There shall be underground installation of utilities, including electricity and telephone.

ALL NEW UTILITIES ARE TO BE LOCATED UNDERGROUND.

(l) The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.

A DEDICATED NEW SIDEWALK SYSTEM IS PART OF THE PUD DESIGN AND WILL PROVIDE A CONVENIENT DIRECT PEDESTRIAN CONNECTION BETWEEN ANN ARBOR TRAIL AND THE TONQUISH CREEK TRAIL. NEW SIDEWALKS WITH A POCKET PARK AT THE CHURCH SHALL PROVIDE YET ANOTHER PUBLIC BENEFIT TO THE COMMUNITY WITH A DIRECT CONNECTION TO THE PUBLIC SIDEWALK.

(m) Signage, lighting, landscaping, building materials for the exterior of all structure, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.

ALL MATERIALS AND ARCHITECTURAL DESIGN FOR ALL OF THE PROPOSED IMPROVEMENTS ARE CONSISTENT WITH THE STYLING AND HIGH QUALITY MATERIALS OF THE SURROUNDING NEIGHBORHOOD. USE OF BRICK, STONE, CEMENTICIOUS CLADDING, METAL ROOFING AND COLOR SELECTIONS ARE IN HARMONY WITH THE SURROUNDING AREA.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(n) Where nonresidential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed in accordance with section 78-206.

THE LOW IMPACT, LOW USE CHURCH OPERATION WILL HAVE LANDSCAPE BUFFERING BETWEEN IT AND THE NEIGHBORING EXISTING RESIDENTIAL USE. ADDITIONAL WINDOWS HAVE ALSO BEEN ADDED TO THE WEST ELEVATION OF THE CHURCH TO MINIMIZE THE BRICK. ALSO, THE BUILDING HEIGH HAS BEEN LOWERED FROM THE PREVIOUS SUBMISSION TO REDUCE THE BUILDING MASS.

(o) The proposed density of the planned unit development shall be no greater than that which would be required for each of the component uses (measured by stated acreage allocated to each use) of the development by the district regulations of the underlying zoning district. (Ord. of 10-6-03)

THE PROPOSED DENSITY IS CONSISTENT WITH MANY OTHER SIMILAR TOWNHOUSE PROJECTS IN THE CITY OF PLYMOUTH. DUE TO THE SHARED USE OF CERTAIN PROPERTY FEATURES AND DRIVES, A SIMPLE DIRECT CALCULATION IS NOT APPLICABLE. THE DENSITY OF THIS PROJECT IS APPROPRIATE FOR THIS UNIQUE TRANSISTION PROPERTY SURROUNDED BY VERY DENSE MULTI-FAMILY, COMMERCIAL / OFFICE AND THE ONE SINGLE-FAMILY USE.

1100 W Ann Arbor Trail

PROPOSED PUD DEVELOPMENT (Revised) – APRIL 17, 2024

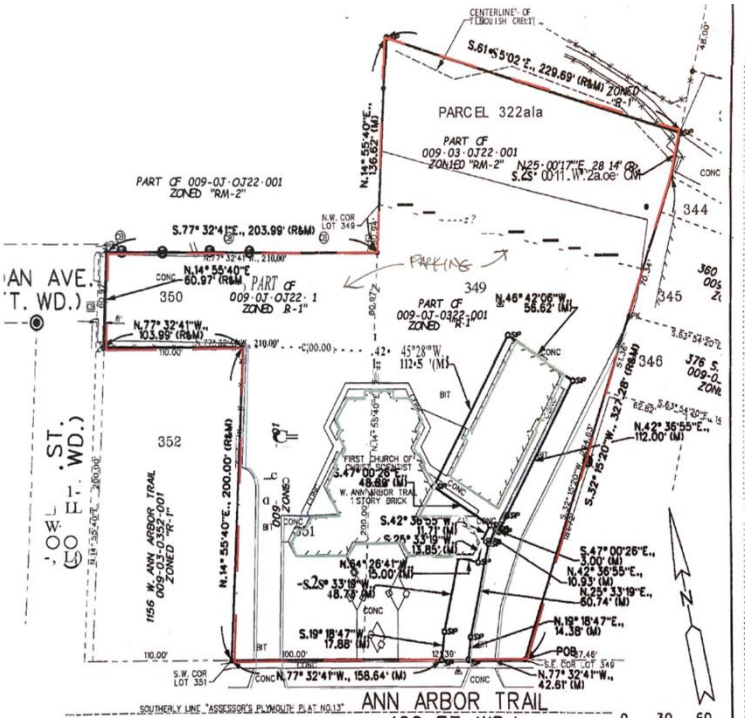
PROJECT UPDATE NARRATIVE

OVERALL PROJECT OVERVIEW

The existing **First Church of Christ, Scientist , Plymouth** has been on its present 2.25 Acre site since the 1950's. Prior to this location, the Church family was located in Downtown Plymouth. In all, this Church Community has been part of the Plymouth population for around 120 years.

The existing campus located at 1100 W. Ann Arbor Trail contains 2 structures of around 8,000 sf + 4,200 sf totaling around 12,200 sf. The existing Church congregation population has become reduced over the years, and no longer requires the use of a large church building. The projection for the future does not see this population growing. The present Church operations have been conducted in the smaller building for the last several years. The larger structure is presently being temporarily leased out on a temporary basis to an unaffiliated Church group.

The need for the **First Church of Christ, Scientist, Plymouth** Church at this time is to develop a new structure with parking that is appropriately sized for the present and future population of the Church family. This can be accomplished on around 1/3 of the existing property land. The plan as presented in this project is that the developer, Champion Development Group, shall develop a project suitable and harmonious with the Church family, the adjacent Plymouth community and the Plymouth Master Plan.



Champion Development Group (CDG) has entered into a Contract with the First Church of Christ, Scientist, Plymouth entity to purchase the available remaining portion of the property and has been working closely with the Church leadership to help define what each entity needs to move forward with a workable Master Site layout. The intention is for CDG to develop a Townhouse style residential Condominium community as depicted in the designs provided within this submission.

The property will become divided into a Church section and a Townhouse section. Both sections will be part of a 'Master' Condominium site that will have assorted rights and obligations to be defined in future Condominium Documents. Within the Townhouse Condominium, each structure will then become defined as 'Units' that will be regulated by requirements defined within their own

Condominium Documents. This approach is common for this style of development, and we anticipate significant success with managing this plan.

REVISION OVERVIEW

To date, this project has been before the Planning Commission on **March 8, 2023** and **April 12, 2023** PC for informal meeting appearances, and **July 19, 2023** for the initial Formal PUD submission. We have processed the assorted comments and input from the productive dialogue at these **PC meetings** along with the Public Comments and a **Neighborhood Meeting on April 11, 2024** and have incorporated what we believe was the prominent input that was offered into this current submission. Below is a summary of revisions incorporated into this new submission:

SIGNIFICANT UPDATES

- ***Density of the Townhouse units has been FURTHER REDUCED from 30 (March) to 28 (April) to 24 (July) to now a total of 17 Townhome units + 3 Single units for a Site total of 20 units.***
- ***The 3 stand alone condominium homes will be located directly on Ann Arbor Trail. The spacing and size of these units will essentially match the existing homes on the same side of Ann Arbor Trail directly to the West of Joel R Street. In essence, the appearance and function of Brookside Village along Ann Arbor Trail will now 'match' the existing community.***
- ***The PUBLIC BENEFIT scope has been significantly expanded and enhanced as defined in the separate Narrative for that work.***
- ***The parking lot by the Church has been maximized to provide for additional potential parking for certain neighbor use or events. See details in Public Benefits Narrative.***

The net effects of all these substantive revisions are that this updated PUD scope addresses the most prominent concerns including: ***reducing density***, providing for a ***single family*** appearance along Ann Arbor Trail, providing ***expanded parking options*** and providing ***significant enhancements to the Tonquish Creek and Trail***.. All while maintaining the ability of a 120-year-old Church community to ***remain*** in Plymouth. And finally, converting a large portion of Church property into a new residential use will bring ***significant new revenue*** to the city.

PUBLIC BENEFITS

A more detailed description of all of the Public Benefits proposed in this project is included within this full submission. As an introduction, the following items combine to form the overall Public Benefit package for this project:

1. ***Provide Shared Parking for the Adjacent Tonquish Manor Operations***
2. ***Provide Tonquish Creek and Trail Restoration Plan***
3. ***Provide Full Restoration of the Brookside Section of the Creek Bank and Partial Trail Clean Up***
4. ***Provide Select Tonquish Creek Trail Improvements***
5. ***Deed a Portion of Property Along the Bank of the Creek to the City***
6. ***Construct a New Access Stair at the Head End of the Creek***
7. ***Provide a New Pocket Park at the Reading Room Bookstore***
8. ***Provide a New Pocket Park Along the Creek***

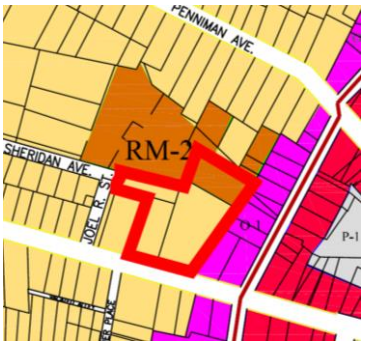
9. ***Provide Significant New Tax Revenue for the City***
10. ***Produce Significant Net Traffic Reduction***
11. ***Addition of 20 New Families for the Downtown Community***
12. ***Site to be Updated with All New Construction and Utilities***
13. ***Provide Significant Additional Guest Parking for Townhouse Units***

We look forward to bringing these significant enhancements to the City of Plymouth as part of our proposed PUD project.

ZONING DISCUSSION

The existing property is presently zoned primarily **'R-1'** Residential, which allows for a Church use. (Note, there is a small portion of the North side of the existing property that is zoned **'RM-2'**). The adjacent senior housing property to the Northwest is zoned **'RM-2'** Multi-Family and the property to the East is zoned **'O-1'** Office.

Future Land Use Map



Existing Zoning Map

The Future Land Use Plan has designated this property for a **'Mixed Use'** future zoning. Our proposed combination of lower density Townhouse residential along with the Church that operates a small public bookstore (The Christian Science Reading Room), represents a perfect application to address the Master Plan goals for this parcel.

To support the mixed use development scope, there is not a single district that would apply to this approach. The best way to accomplish the vision as submitted is to propose that this project be considered as a **Planned Unit Development (PUD)**. This would allow for the flexibility to have the uses and features as presented to be implemented on this property. This submission design is primarily based on **RM-2 District** regulations. The **'Religious Institution – Section 78-296'** is not relevant to this submission in our opinion since that Special Land Use applies to large churches located on large lots along large roads. (In fact, the existing church, and most existing churches in the City do not comply with the Section 78-296 regulations.)

COMMUNITY GOALS

From review of the Plymouth **Master Plan**, we understand that there are perpetual goals to continue the improvement of the Plymouth City environment into the future. We feel the proposed PUD project addresses all of the Plymouth goals in substantial ways as follows:

QUALITY OF LIFE

- The addition of smaller, low maintenance Condominium homes will offer the Plymouth residents that wish to 'downsize' from their larger single family homes into these wonderful, zero maintenance Condominium homes.

- With the inclusion of smaller Condominium units, this will keep pricing lower then other similar properties in the area and provide living options for a significant group of residents.
- This will allow the valuable Christ Science community to remain in Plymouth for decades to come.

FINANCIAL STABILITY

- The existing large Church structure is dated and in need of significant repair and maintenance. The proposed replacement of this structure with a campus of new structures will significantly increase property values on and around the property.
- This project will convert a large portion of the existing parcel into a residential use that will immediately begin producing property tax revenue for the City.

ECONOMIC VITALITY

- The population of residents that will live in the new Condominiums will produce significant financial activity to the Downtown Plymouth area.
- The proposed enhancements to the Tonquish Creek and adjacent Trail will produce an improved environment that will affect all properties that utilize this public amenity.

INFRASTRUCTURE

- The utilities that serve the proposed development will be enhanced from the decades old services that exist. This will be especially true for the Storm Water Management of the new site.
- The new drive and traffic configuration will be designed to current MDOT standards.

ADDITIONAL CLARIFICATIONS / CONTENT

From the last submission in July of 2023, we have produced additional information to address questions or concerns raised between then and now. The following represents assorted clarifications for those issues:

DRAFT Condominium Documents

To provide a general understanding of how the property occupants will manage and govern the site use and maintenance, **included with this submission** is a DRAFT version of what will become the Condominium Documents for the property. This includes a Master Deed, Bylaws, an association dues budget outline and the Exhibit B site plan.

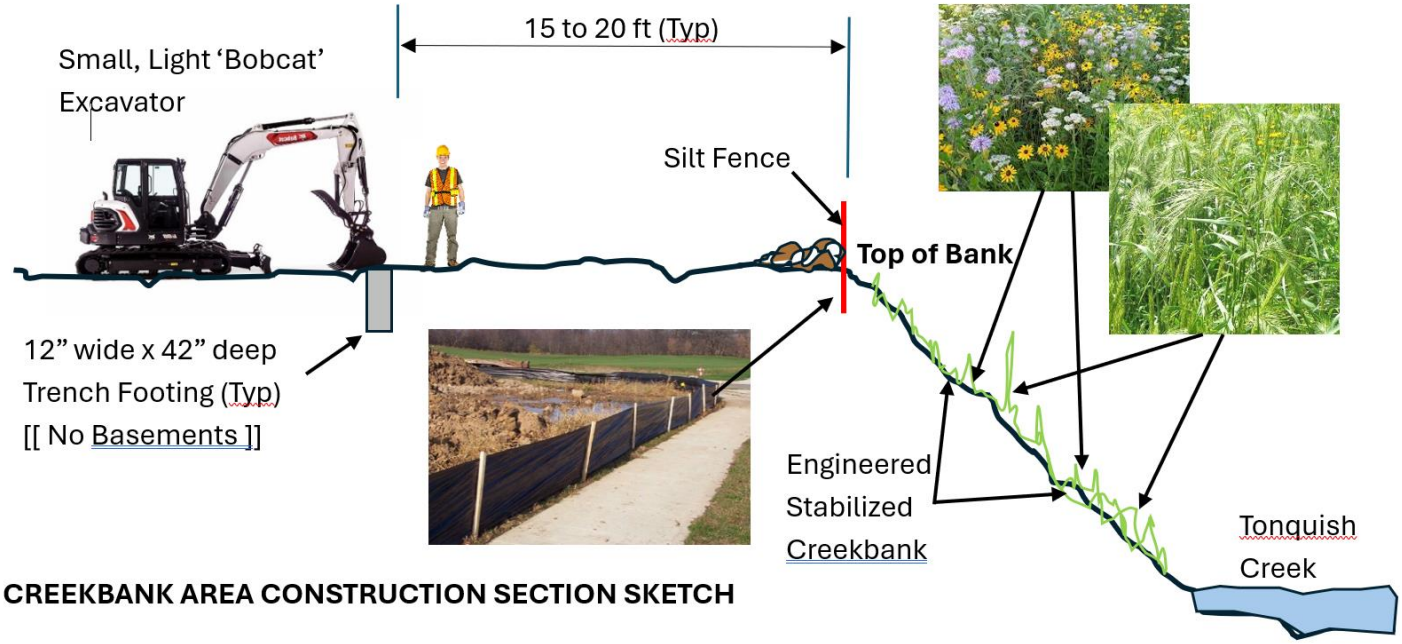
In general, the portion of the property predominantly used by the Church will be sectioned off from the residential area. The residential section will be managed and operated via the Condominium Documents. There will be 'Cross Access Use Agreements' between the two entities that will define and allow for use of the assorted private drives between parties. Also, the new subgrade Stormwater Management System will be a shared asset between the parties.

Creek Bank Protection During Construction

There is a concern that use of large, heavy earth moving equipment during construction of the Townhouse units along the Creek could produce damage at the Top of Bank that could allow debris to fall down the creek bank into the stream. To provide assurance that this will **NOT** be the case, we offer the following clarifications:

1. **We have adjusted the site design** to locate the Creekside Townhome units further away from the Top of Bank. See updated site plan for new locations. In general, the unit foundations are now around **15 to 20 feet** South of the Top of Bank.
2. Prior to construction of the units, the full **RESTORATION** of the creek bank will occur. The scope of this work involves strategic planting of engineered species of plant material that will **stabilize** the entire slope from Top of Bank down to the stream level. With this work in place, the creek bank will be far more stable and resilient than it presently is. Refer to the STABILIZATION design documents produced by **ECT Consultants** included with this submission.
3. The Townhome units will all be simple 'Slab on Grade' structures with **shallow trench footings**. None of the units will have basements. This design will require a minimally invasive construction method with smaller equipment. There will be a very **minimal construction impact** to the creek bank area. See section **sketch below** for a graphic of this circumstance.
4. To further contain any debris that may be produced during the minimally invasive construction process, the placement of a **'Silt Fence'** along the entire Top of Bank area will be used. This standard construction process will ensure that no material escapes the construction area. See **sketch below**.

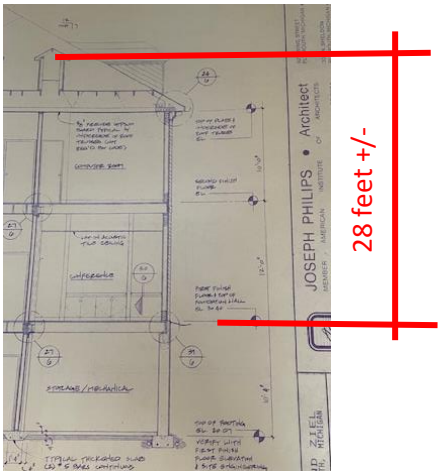
TOP OF BANK CONSTRUCTION PROCESS / PROTECTION



CREEKBANK AREA CONSTRUCTION SECTION SKETCH

Height of Neighboring Office Building

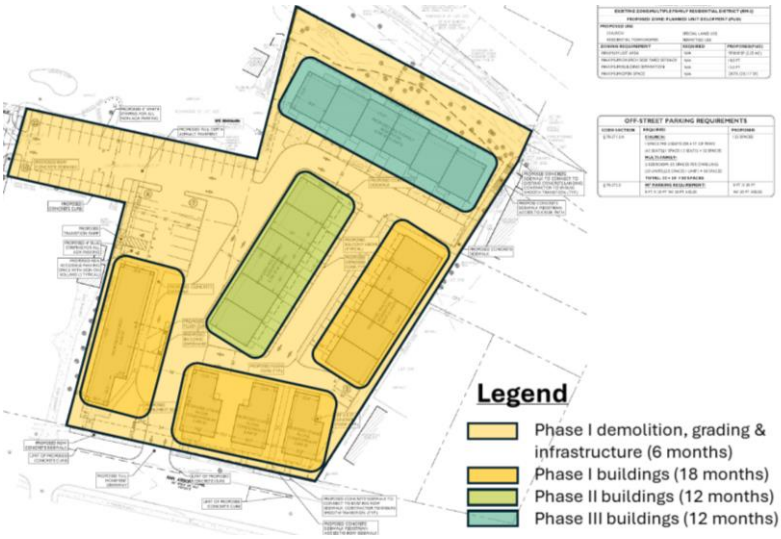
The height of all new residential structures shall be in line with the 'R-1' Regulations (Not RM-2), at 25 ft to the midpoint of the sloping roofline. As a point of reference for context, we were asked to compare this with the height of the existing office building next door to the East of the property. Based on original drawings, the Office building height appears to be around **28 ft**. See below. All new Condominium structures will be **25 ft tall**.



Construction Phasing

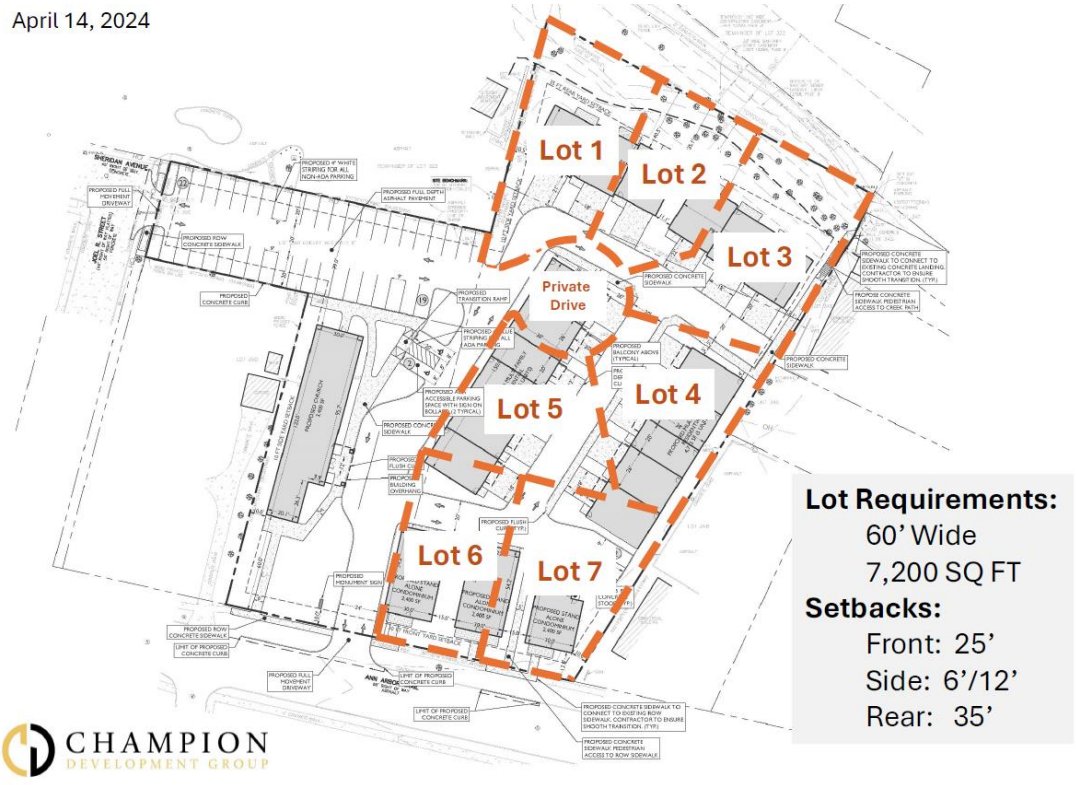
The project is intended to be constructed in phases that will be based on sales pace and activity. The current plan is to construct all of the site grading and utility work along with the Church building + the 3 x Stand Alone Condos along Ann Arbor Trail + the initial Townhome building along the East property side. The adjacent sketch indicates the sequence and estimated timing.

NOTE: Some or all of these phases could 'overlap' if sales activity is high.



R1 Zoning Single Family Lot Concept

During the public comment at some of the PC meetings, the concept of simply putting a development together that would be based on the present 'R1' zoning was brought up. We had looked at this option early in our project development and quickly determined that with the market cost of the land combined with high construction costs, there was simply no way to realize a profitable development of single family homes for this property. Also, to keep the Church in existence on this land, that could not be done with the lot configuration without yet requiring a PUD process. Combine that with the fact that over 15 to 20 YEARS of the Church attempting to find a buyer for a portion of their property, there has NEVER once been a developer that looked at single family homes. Simply put, there is no way to sell single family homes on tiny lots for the price needed to cover the project costs. It doesn't work. As requested, below is a sketch of what an R-1 lot layout could look like. The yield is 7 homes.



The project TEAM remains extremely excited to bring this wonderful development to the City of Plymouth for consideration and look forward to presenting this scope as our formal PUD submission on ***May 8, 2024.***

CHAMPION DEVELOPMENT GROUP

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

1100 W Ann Arbor Trail

PROPOSED PUD DEVELOPMENT (Revised) – April 17, 2024

PUBLIC BENEFITS SUMMARY

During the previous project introductions and submissions, a need to improve the scope of additional project elements that would be considered as a **Public Benefit** to the overall community was mentioned. This summary along with assorted attachments as referenced represent a significant upgrade toward providing the community with select project elements that would be of additional benefit to the City and our neighbors that would be done ONLY as part of the proposed development. Specific descriptions of these Benefits are as follows:

1. Provide Shared Parking for the Adjacent Tonquish Manor Operations.

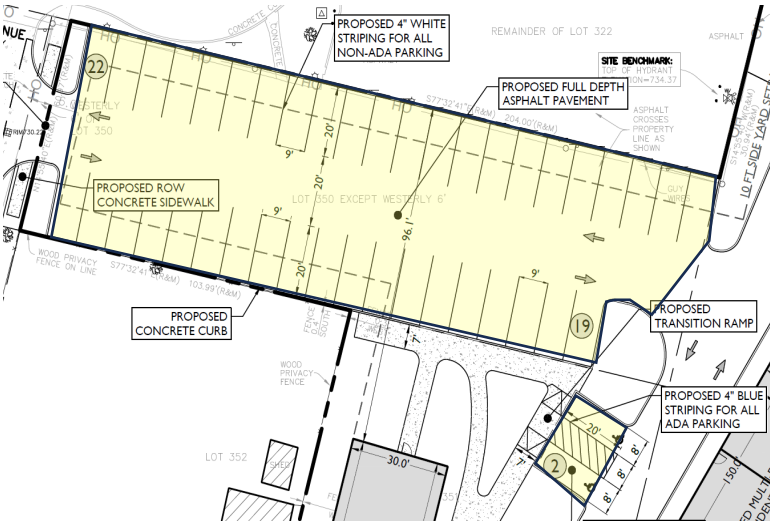
For the past several years First Church of Christ, Scientist, Plymouth has had an arrangement to share a limited amount of parking for some residents at the adjacent Tonquish Manor senior housing center. It has not been clear if that shared parking arrangement could survive the proposed new development, but there has been a general goal to do so. Within the new site design, the parking lot for the Church has been designed to provide more parking than the Church population would require. This produces additional parking spaces that could be shared in some fashion going forward. Here are some features regarding how the shared parking arrangement is expected to evolve in the future:

- The new community parking lot design has been **maximized** for parking and could have as many as **43** spaces as shown. This design assumes minimum landscaping and maximum paving.
- Per zoning requirements, the parking demand for the new Church would be **32** spaces.

THE CHURCH ONLY NEEDS THEIR 32 PARKING SPACES ON SUNDAY MORNING AND WEDNESDAY EVENING. THEY WILL BE MAKING ARRANGEMENTS WITH ASSORTED NEIGHBORS INCLUDING THE TONQUISH MANOR, TO PROVIDE PARKING DURING ALL OTHER TIMES. THIS MEANS THAT 11 OF THEIR SPACES CAN BE UTILIZED FOR OVERNIGHT / DAILY PARKING.

OF THE REMAINING 32 SPACES, THOSE WILL BE MADE AVAILABLE TO NEIGHBORS AND THE PUBLIC ON ALL REMAINING TIMES OTHER THAN SUNDAY MORNINGS OR WEDENSDAY EVENINGS.

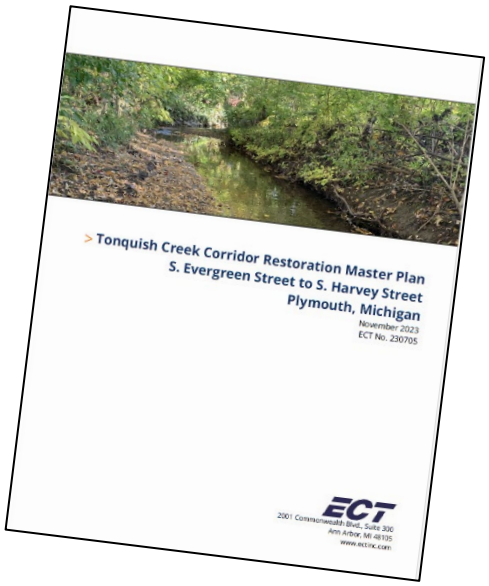
THIS GENEROUS OFFERING FROM THE CHURCH SHALL PROVIDE GREAT RELIEF FOR THE PRESENT PARKING ISSUES AT THE TONQUISH CREEK MANOR AND ALONG SHERIDAN AND JOEL R STREETS. THE CHURCH AND MANOR ARE IN DISCUSSIONS



PUBLIC BENEFITS SUMMARY

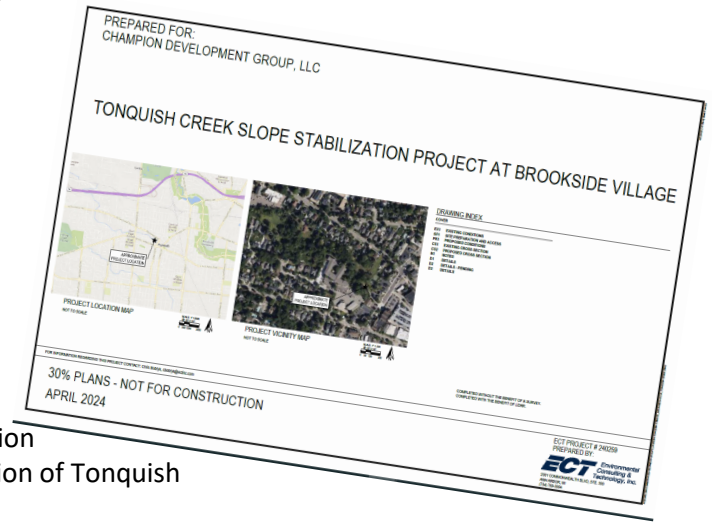
TO FINALIZE DETAILS FOR THIS SHARING.

2. Provide Tonquish Creek and Trail Restoration plan



The Tonquish Creek in this section of town has been a feature since before there was a City. Over the decades, properties and infrastructure have become constructed around the Creek causing the quality of this natural resource to deteriorate below desirable standards. Champion Development Group has commissioned **Environmental Consulting and Technology (ECT)**, a highly reputable Consulting firm that specializes in this area of work, to perform an initial survey and provide a Master Plan of work that could be done to restore and upgrade the condition and function of the Creek to desirable standards. This full report is attached to this submission. We understand that this report can be used by the City and other authorities to seek funding and grants to perform some of the work as identified in the report. The eventual net **Public Benefit** would be to improve and restore a wonderful natural resource to become a treasured asset for the community for decades to come.

3. Provide Full Restoration for the Brookside Section of the Creek Bank and Partial Trail Clean Up



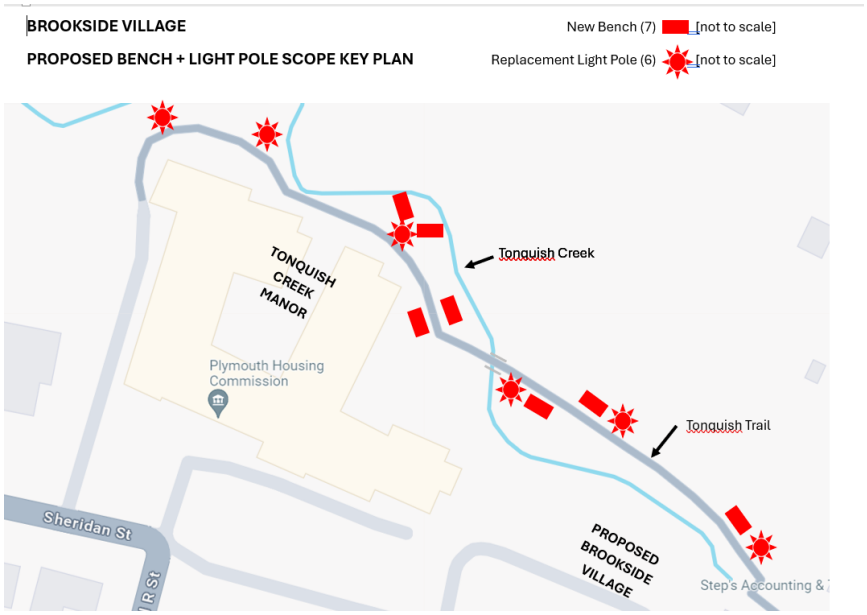
Using design and scope directives as defined in the ECT Restoration Plan, we shall perform a complete restoration of the 230 ft wide section of the creek bed that lies along the North side of our Development Property. This work is defined in the 'Tonquish Creek Slope Stabilization' document prepared by ECT Consultants attached herein. The work scope includes removal of invasive species of plant material, any dead trees, debris and broken concrete, trimming of healthy trees, planting of a native blanket of new plant and flower material that will fill in and stabilize the bank. The result will be a stable and attractive ecosystem that will enhance the appearance and function and provide a significant **Public Benefit** along this section of Tonquish Creek.

In addition to the dedicated Creek Bank Rull Restoration, the Project Team shall provide preliminary 'Clean Up' of the Creek Bank areas behind the Tonquish Creek Manor. This scope will include removing overgrown invasive specie plan material, and dead trees and forign debris.

PUBLIC BENEFITS SUMMARY

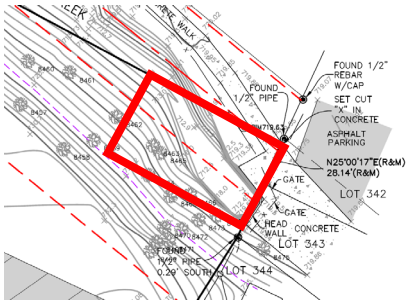
4. Provide select Tonquish Creek Trail Improvements

For the paved section of the Tonquish Creek Trail located along the North side of the Development property and the Tonquish Manor, there is an assortment of dated and damaged **light fixtures and benches**. As part of the proposed project, we would replace or provide additional ornamental light fixtures and benches as shown in the Key Plan below.



5. Deed a portion of property along the bank of the Creek to the City

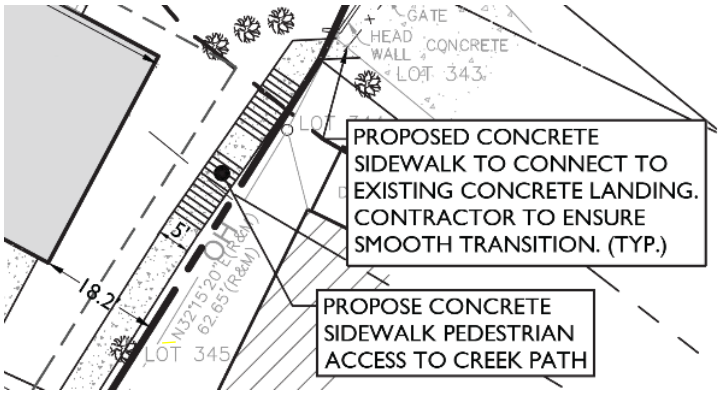
It has become known that at the far East end of the Creek where there is a grate located just before the water enters a large culvert pipe that then travels below the streets, the City needs to periodically perform clearing and maintenance operations that includes placing debris on the bank area. To better facilitate maintenance operations, Champion Development is willing to **Deed a portion of the Creek bed to the City** along the South side of the Creek that runs along our entire 300 ft long property boarder. This offering would provide the City with increased flexibility to address Creek maintenance issues well into the future.



6. Construct a new access stair at the head end of the Creek.

To facilitate the opportunity for the Public and the new Village Condominium residents to access the Creek more conveniently, we offer to construct a **new concrete access stair** at the far Northeast corner of the property. This will allow people along Ann Arbor Trail to walk to the Trail area in a more convenient and direct way.

PUBLIC BENEFITS SUMMARY



7. Provide a new Public Park at the Reading Room Bookstore.

A patio area with some bench seating will be provided between the public sidewalk and the Church Reading Room entry. This will allow visitors the ability to rest or simply enjoy the area during nice weather days.

Landscaping will be included to form a **'Public Park'** and a bike rack will be placed in this area for convenience.

8. Provide a new Pocket Park along the Creek.

A patio area with some bench seating will be provided along the Southern side of the Tonquish Creek along the paved Trail that goes behind the Tonquish Manor. The purpose of this **'Public Park'** is to provide a nature based resting area for the persons that use the Trail. To stop and enjoy the sounds and atmosphere of the full Creek experience in a natural landscaped setting.

NOTE: This park location is technically located on City / Creek land. We have gotten full approval from the CEO of the Tonquish Creek Manor to locate this amenity behind the Manor facility. We will provide further clarification in writing at the next point of the PUD approval process.

9. Provide Significant New Tax Revenue for the City

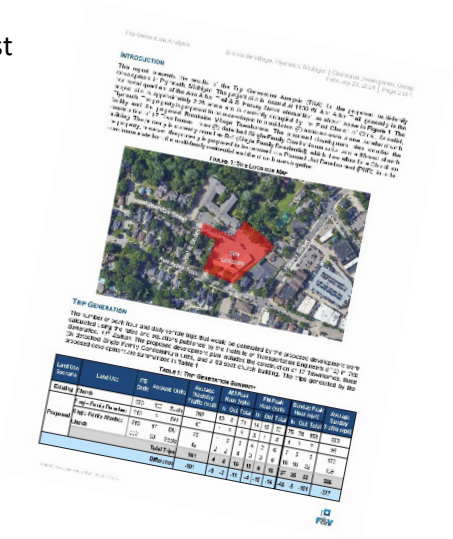
This property has been occupied by the Church for decades. By changing the use and occupancy of this land from Church use to Luxury Residential use, the City will be in line to receive new property tax revenue for decades to come. The final amount of new income to the City will be tied to the final value

PUBLIC BENEFITS SUMMARY

of the developed property but is expected to be very significant. This money can help with City services, infrastructure maintenance and other City costs.

Based on anticipated SEV taxable values of the new Condominiums, we would estimate the initial Tax Revenue to the City to be around **$ 265,000 per year**.

10. Produce Significant Net Traffic Reduction.



While this property has had artificially less traffic to and from it over the past several years, the size of the existing Church and parking lot could produce significantly more traffic if the property were to be sold to a new Church community with a larger congregation. Some facts regarding the existing property include:

- Existing main church building main assembly area has over 300 seats.
- Existing parking lot has over 100 paved parking spaces.
- Existing Auxiliary building could house a multitude of Church based services including school activities, assorted member services, community meetings and other activities.
- A robust Church community could have multiple programs and events 5 to 7 days per week, not just on Sunday.

The net of having a fully occupied Church community on this property has in the past and could again produce ***significant daily traffic issues*** that could far exceed the traffic potential from the proposed residential development. Included with this submission is a traffic study produced by **Fleis & Vandenbrink**, a recognized local Traffic Consultant. Their study clearly shows how the proposed development will in fact REDUCE traffic from what a fully occupied Church facility would other wise produce.

What is most important to realize is that if the proposed mixed-use Townhouse / Smaller Church design were to become implemented, this reduced traffic condition would become fixed for decades. Any concerns regarding a large, active Church community potentially coming to this site that would have day care, choir practice and multiple other programs would become eliminated.

11. Addition of 20 New Families for the Downtown Community

PUBLIC BENEFITS SUMMARY

With the addition of 20 new residential homes, there will be many new friends and neighbors that will frequently be visiting the vast assortment of shops and restaurants in the Downtown Community. The extra bonus of this increased business activity for the City is that these new customers will NOT require any additional parking since each unit has it's own abundant parking spaces. This represents a very significant Public Benefit to all the business owners in Downtown Plymouth.

Based on statistics for this area from the Bureau of Labor Statistics and Chamber of Commerce, each new household is projected to spend approximately $4,235 / yr x 20 households = a total infusion of spending to the local Downtown Plymouth Community of **$84,700 per year**

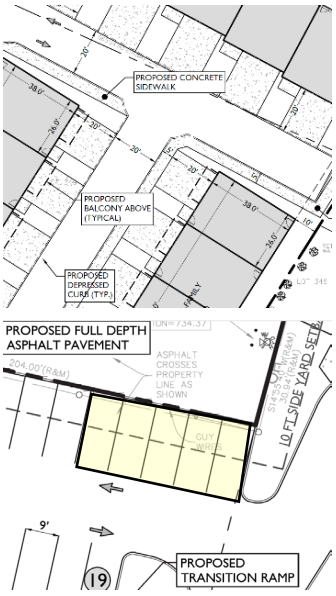
12.Site to be Updated with All New Construction and Utilities

With this Development, the entire site will be converted from decades old, dated construction, utilities and infrastructure to All New buildings, sitework and utilities. One prominent feature is the updating of the whole site to now have a full **Stormwater Management System**. For the last several decades, all stormwater has simply flow into the creek, streets or adjacent properties. The new design will now be fully code compliant regarding proper management of stormwater on this site.

13.Provide Significant Additional Guest Parking for Townhouse Units

A concern was previously raised regarding if there was sufficient guest parking for visitors to the Townhouse residents. To address this issue, we have added 2 car parking aprons in front of EVERY Townhouse unit. This effectively doubles the available parking for the Townhouse population and their guests and greatly relieves any burden on other parking resources. The total guest parking to support these 20 new homes is 40 spaces.

In addition to the guest parking in front of each unit, the Master Condo Association will make arrangements with the Church to have 5 spaces available as overflow for certain events.



PUBLIC BENEFITS SUMMARY

THE TOTAL VALUE OF THESE PUBLIC BENEFITS IS SUBSTANTIAL. FOLLOWING IS A SUMMARY OF THE SIGNIFICANT INVESTMENT THAT THE PROJECT IS MAKING TO THE COMMUNITY IN CATAGORIES OF:

- **FINANCIAL VALUE OF INITIAL INVESTMENTS IN PUBLIC BENEFIT SCOPE ITEMS**
- **NEW REVENUE FOR THE CITY OF PLYMOUTH**
- **COMMUNITY QUALITY / LIFESTYLE ENHANCEMENTS**

FINANCIAL VALUE OF INITIAL INVESTMENTS IN PUBLIC BENEFIT SCOPE ITEMS

Project Scope Description	Approximate Value
Expanded Parking to Share with Manor, Neighbors and Public	$200,000
Provide Tonquish Creek & Trail Restoration Plan For Public	$50,000
Funding for onsite of Creek & Trail Restoration	$140,000
Funding for Trail Lighting & Benches for Public	$80,000
Deed portion of site adjacent to creek to City for Flooding	$50,000
Construct new Public access stair to the Trail's head	$45,000
Reading Room Public Park	$25,000
Tonquish Creek Public Park	$25,000
Update ALL on-site utilities & Storm Water	$300,000
Total Investment into Public Benefits	**$915,000**

NEW FOREVER REVENUE FOR THE CITY OF PLYMOUTH

Annual New Tax Revenue to City of Rochester	$265,000
Household spending Downtown	$84,732
Annual Total	**$349,732**
10 Year Total	**$3,497,320**

PUBLIC BENEFITS SUMMARY

COMMUNITY QUALITY / LIFESTYLE ENHANCEMENTS

Improved parking for Tonquish Manor and Neighbors
Improved public access to the creek Trail
Removal of debris from City creek inlet
Additional desirable housing options in Downtown
New community for residents within Plymouth
Walkable households to downtown with minimal carbon footprint.
New infrastructure with Storm Water Management
Private infrastructure and roads requiring no maintenance from the City
Weekly Net Traffic Reduction
Elimination of "tired" existing structures and trail improvements.

> Tonquish Creek Corridor Restoration Master Plan
S. Evergreen Street to S. Harvey Street
Plymouth, Michigan

November 2023
ECT No. 230705

2001 Commonwealth Blvd., Suite 300
Ann Arbor, MI 48105
www.ectinc.com

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1.2 Project Location 1
1.3 Construction Costs 6

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Figure 2. Example Brush Toe Stabilization, Fabric-Encapsulated Soil Lift and Native Seed 5

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Exhibits

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Exhibit 2 Proposed Plan

1.0 Introduction

1.1 Background

Environmental Consulting & Technology, Inc. (ECT) was tasked with developing a preliminary master plan to provide a vision for restoring the stream corridor for the City of Plymouth to implement in cooperation with stakeholders. The restoration project may include different site improvement components that may be implemented together or in phases over time:

- stream restoration and streambank stabilization;
- stormwater drainage, wetland, and/or water quality treatment retrofits;
- additional land or easement acquisition;
- re-construction of pedestrian trails and other passive recreation features;
- replace bridge crossing replacement; and/or
- riparian vegetation management and enhancement

The plan includes the attached Exhibits of existing and proposed conditions, general descriptions of each of the above six components, and associated costs for each.

1.2 Project Location

Tonquish Creek is a tributary to the Lower Branch of the Rouge River (Figure 1). Much of the reach between Evergreen and Harvey Streets is publicly owned and, therefore, is under long-term protection. There are opportunities to improve the safety and aesthetics of the stream corridor once it is restored and then trails, lighting, and other recreational amenities can be improved to make the area an amenity to the community of Plymouth.

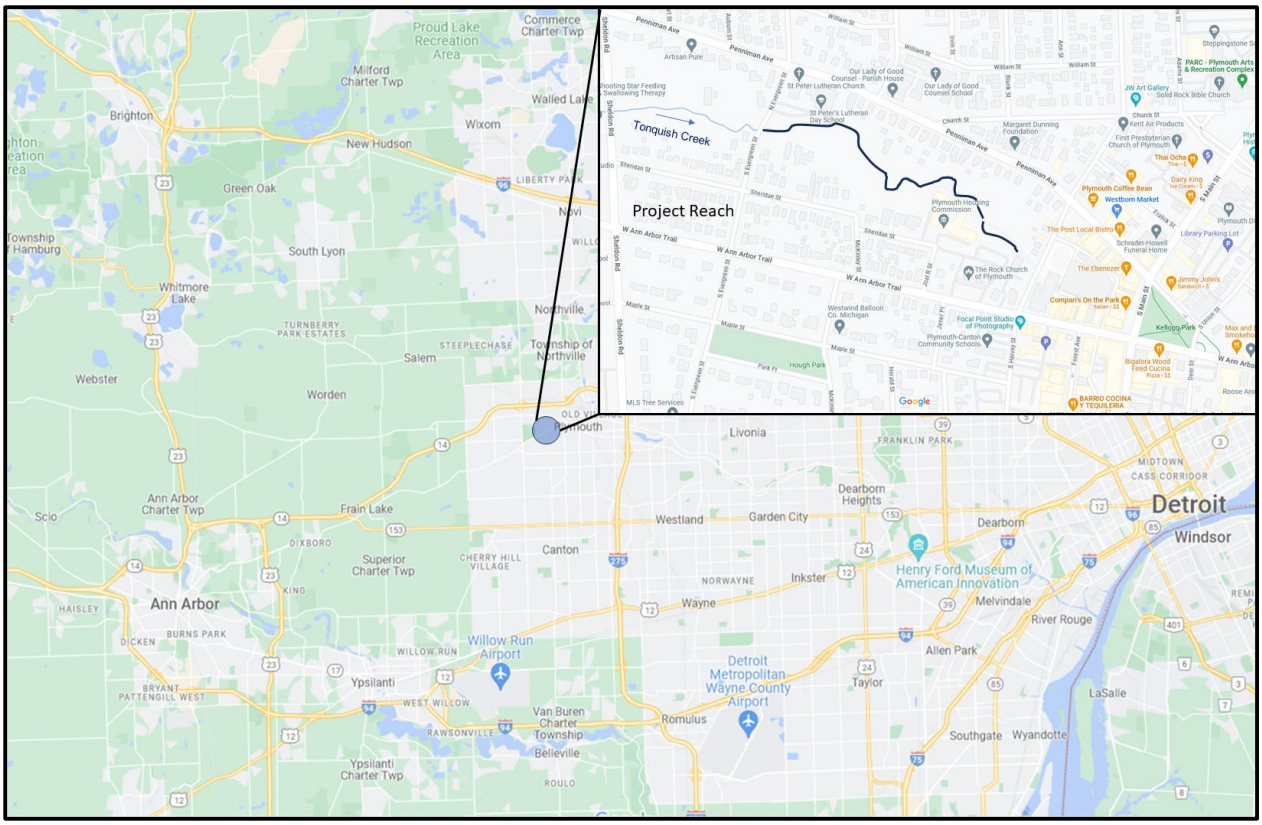

Figure 1. Tonquish Creek Location in Plymouth, MI

Stream Restoration

ECT staff walked the stream corridor on October 24, 2023 and qualitatively evaluated existing conditions such as utilities and other site constraints, storm outfalls, streambank erosion rates, existing wetlands, trails, and streamside landmark trees. A combination of available LiDAR data and ECT field measurements were used to generate a base map of 1 ft contours and existing conditions (Exhibit 1). A preliminary stream corridor restoration master plan was developed for planning purposes (Exhibit 2). Despite past physical alterations, the headwaters of Tonquish Creek produce a steady base flow and there is fair restoration potential.

The assessment of existing stream conditions concluded:

- The surface geology of the stream is alluvium within an area of glacial outwash.
- The soils consist of Cohoctah fine sandy loam which were historically hydric soils but the hydrology has been impacted by dredging and incision (downcutting).

- The pre-settlement vegetation was Beech/Sugar Maple Mesic Southern Forest. The existing vegetation community has mostly low quality trees with an understory of upland invasive shrubs (mostly honeysuckle spp.) with no herbaceous cover on the banks.
- The stream had moderate sinuosity and, although it may have only been historically channelized at the upstream and downstream ends, there are signs of active downcutting.
- The stream is laterally confined with high banks that are typically >2X bankfull max. depth. Other lateral constraints include utilities, sanitary manholes, pedestrian crossings, fences, and grouted concrete walls.
- The streambed is predominantly a thin layer of gravelly/sand alluvium over a clay till bed. The D100 of the bar averaged 50 mm (2 inches).
- Potential Stream Type: Rosgen E4 or B3c depending on lateral constraints
- Much of the stream bank length and some of the streambed are lined with broken concrete and debris. More than 1/3 of the streambanks are actively eroding. Erosion is contributing >36 tons of sediment, >40 lb phosphorus, and >50 lb nitrogen to the creek each year.

Restoration of the stream may involve:

  - riprap and debris removal
  - moderate re-meandering of approx. 2,000 feet of stream
  - bank terracing to provide floodplain connectivity
  - riffle/pool construction to provide bedform diversity
  - toewood and soil bioengineering practices to stabilize banks
  - native understory seed mix and shrub plantings along outer banks and riffles/runs

Green Stormwater Infrastructure (GSI)

The City of Plymouth should consider stormwater retrofit opportunities for the Plymouth Housing Commission's Tonquish Creek Manor. Additional practices along public land or suitable private properties could provide improve habitat, stormwater infiltration, and water quality treatment such as:

- riparian wetland enhancement
- infiltration, bioretention, vegetated swales, filtration practices
- storm outfall stabilization

Land Acquisition

First Church of Christ, Scientist, has proposed the donation of a section of the parcel along the creek. In addition, the City may consider coordinating with property owners along the proposed trail to acquire some additional land for safety, grading, access, and fencing (Exhibit 2).

Recreational Trail

Exhibit 2 provides a preliminary layout of re-constructed and new trails, boardwalks, waste bins, lighting, benches, and overlooks could be integrated into the final corridor.

Pedestrian Stream Crossings

The existing stream crossings at St. Peter's Lutheran Church and Tonquish Creek Manor should be replaced along with the grouted concrete walls next to each. Sanitary manholes, storm outfalls, and other site constraints may exist at each crossing. The stream crossing types in order of preference include installation of:

1. pre-fabricated bridge that spans the creek and adjacent floodplain,
2. bottomless arch culvert with concrete footers, or
3. round culvert (diameter equal to the bankfull width) buried 1/6 of the diameter into the creekbed.

Riparian Vegetation Management

Riparian restoration of the stream corridor includes:

- select thinning of dead, diseased, or non-native trees
- removing invasive shrubs and treating stumps with herbicides
- selectively spraying invasive herbaceous plants

A preferred vegetation management approach may be to contract the initial invasive species removal and follow-up treatments in the second year with a licensed applicator. The understory can then be seeded with a wild rye or similar native cover crop. This first phase of work could be followed in years 3-5 by using volunteer workdays to remove invasive shrub seedlings that may grow from the remaining seed bank. The stream restoration work should improve the riparian hydrology and reduce the presence of upland invasive shrubs.

Tonquish Creek Restoration

The creek restoration should use on-site wood and other natural materials to the extent possible. Outer bend protection may be necessary due to the excess gradient and shear stress. Brush toe will be used along outer bends due to the scale of the stream (Figure 2). Over-sized rootwads and toewood structures would not have been appropriate for this small stream. Log riffles provide additional grade control, riffle complexity, and micro-pools, but will not be used immediately upstream of road crossings. Brush-packed runs will be used to increase run roughness and complexity. Log vanes will be used to maintain pool depths and dissipate energy around compound bends. Log sills will be integrated into the log vanes to improve stability and prevent flanking.

Figure 2. Example Brush Toe Stabilization, Fabric-Encapsulated Soil Lift and Native Seed

Figure 3. Typical Log Riffle with Natural Gravel Material

1.3 Construction Costs

Table 1 provides a preliminary range of probable costs for each type of improvement practices recommended for the Tonquish Creek corridor at this location. The work can be phase or sequenced based on the availability of funding. If possible, the selective clearing of the riparian area and stream crossings should be completed first and the appropriate wood utilized as part of the construction. The cost includes approximately 20-25% for design, permitting, and part-time construction over-sight exclusive of permitting fees.

Table 1. Preliminary Range of Probable Costs

IMPROVEMENTS		COST RANGE	COMMENTS
A	Stream Restoration	$1M-$1.2M	2,000 ft of stream
B	Green Stormwater Infrastructure	$100K-$125K	Tonquish Manor
C	Land Acquisition	TBD	n/a
D	Recreational Trail	$500K-$600K	Includes ADA gravel trails, trail improvements, boardwalks, lighting, benches, signage
E	Pedestrian Stream Crossings	$200K-$500K	Depends on materials
F	Riparian Vegetation Management	$50K-$75K	Includes 3 acres of initial and follow-up treatment

Exhibit 1 Existing Conditions

TONQUISH CREEK - NOTES

- ELEVATION DROP OF 12 FT FROM (A) TO (B)
- 1 OF 3 BANKS ARE ERODING
- 36 TON/YR (ALMOST DOUBLE REFERENCE REACH RATES)
- 40 LB P PER YR
- 50 LB N PER YR

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. LANDMARK TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STREAM CHANNEL
- PHOTO LOCATION

PARCEL ID: 49008110001000
ST PETERS E LUTHERAN CH
1343 PENNIMAN

CROSSING #1

CITY RIGHT-OF-WAY

CROSSING #2

PARCEL ID: 49009030322003
CITY OF PLYMOUTH HOUSING COMMISSION
1160 SHERIDAN

PARCEL ID: 49009030322309
BROOKSIDE VILLAGE-
CHRISTIAN SCIENCE CHURCH
1100 W ANN ARBOR TRL

CALL BEFORE YOU DIG
811

ECT
2001 Commonwealth Blvd, Ste 300
Ann Arbor, Michigan 48105
Phone: (734) 769-3004
www.ectinc.com

TONQUISH CREEK MASTER PLAN

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	SD
CHECKED BY:	RM
APPROVED BY:	RM

STATUS:
PRELIMINARY DESIGN 11-7-2023

REVISIONS:

EXHIBIT 1

N

SCALE: 1" = 60' @ 22 X 34

0 30 60 120

1

11/7/2023 10:45 AM by Shelby Dix

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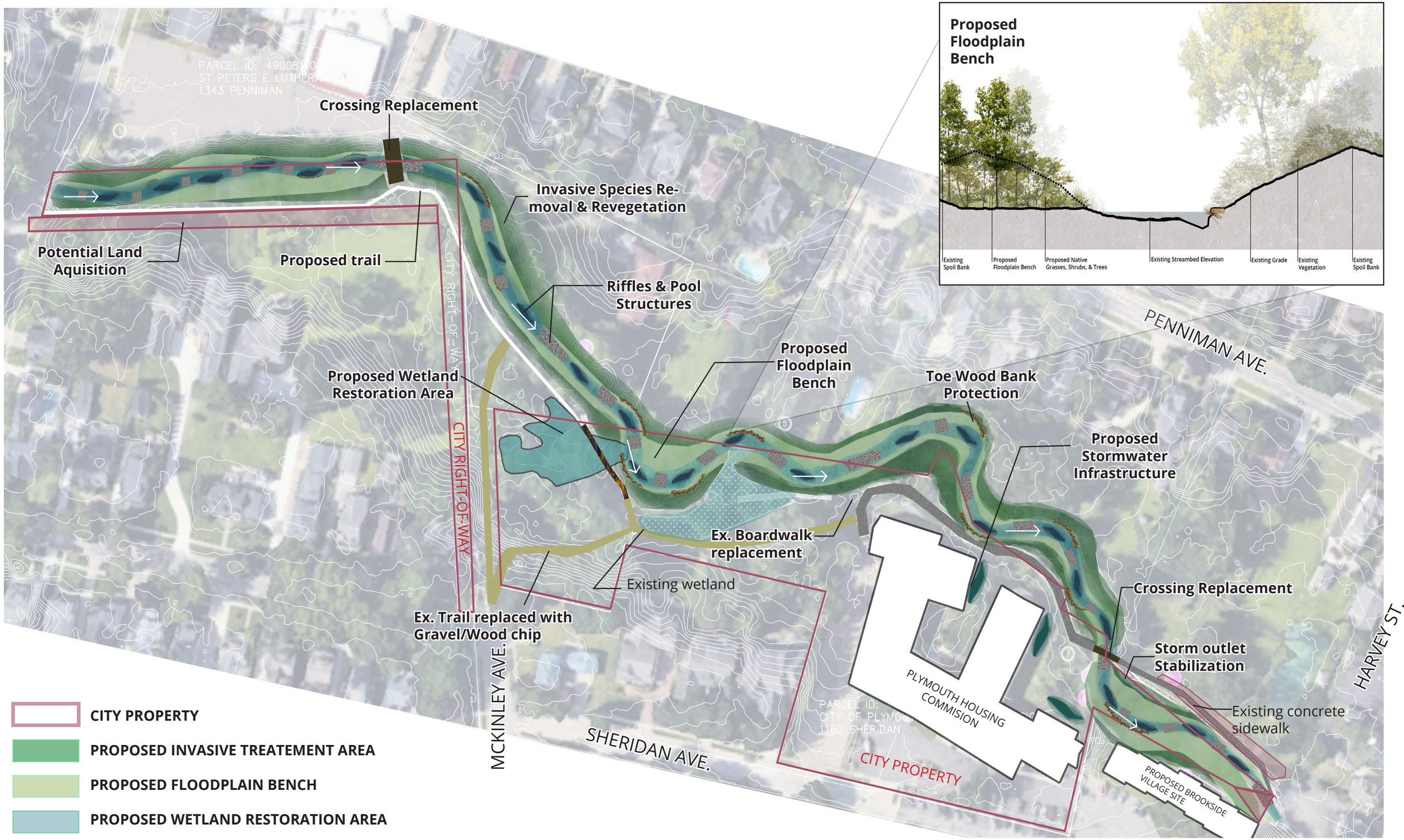
Exhibit 2 Proposed Plan



TONQUISH CREEK - EXHIBIT 2 PROPOSED PLAN

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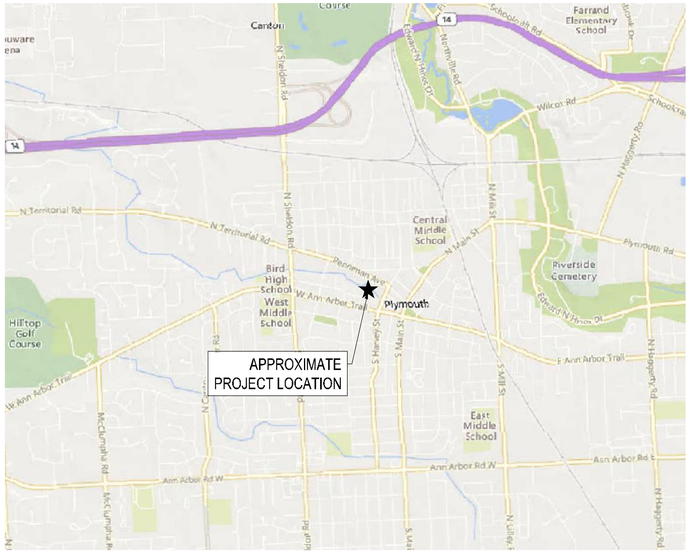
ECT
> ectinc.com

PREPARED FOR:
CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK SLOPE STABILIZATION PROJECT AT BROOKSIDE VILLAGE



PROJECT LOCATION MAP

NOT TO SCALE

SCALE: 1" =2000
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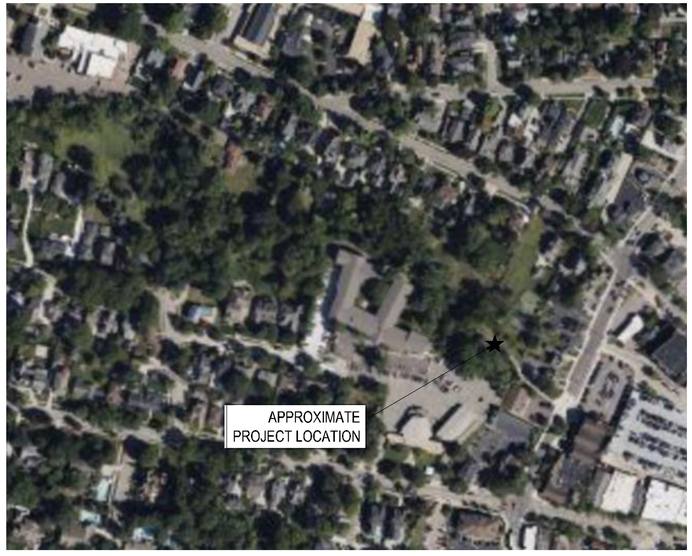

PROJECT VICINITY MAP

NOT TO SCALE

SCALE: 1" = 200
@ 22" X 34"
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N

DRAWING INDEX

COVER

EX1	EXISTING CONDITIONS
SP1	SITE PREPARATION AND ACCESS
PR1	PROPOSED CONDITIONS
CS1	EXISTING CROSS SECTION
CS2	PROPOSED CROSS SECTION
N1	NOTES
D1	DETAILS
D2	DETAILS

COMPLETED WITHOUT THE BENEFIT OF A SURVEY.
COMPLETED WITH THE BENEFIT OF LiDAR.

FOR INFORMATION REGARDING THIS PROJECT CONTACT: Chris Bobryk, cbobryk@ectinc.com

30% PLANS - NOT FOR CONSTRUCTION

APRIL 2024

ECT PROJECT # 240259
PREPARED BY:

Environmental Consulting & Technology, Inc.
2001 COMMONWEALTH BLVD, STE. 300
ANN ARBOR, MI
(734) 769-3004

4/16/2024 6:37 PM by Maria Kuenzer

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

PARCEL ID: 009030333000
GODFREY, RICHARD-MARGARET

CROSS SECTION A-

PARCEL ID: 009030322308
SISOLAK, JEFFERY-KAREN

OHWM = 716.4'

BASE FLOOD ELEVATION = 724'
PER FIRM 26163C0201E DATED 2/2/2012

HILL SLOPE EROSION ARMORED WITH
EXISTING BROKEN CONCRETE; SEE
PHOTO INCLUDED ON THIS SHEET

PART OF LOT 322
CITY OF PLYMOUTH HOUSING COMMISSION

EXISTING EDGE OF PAVEMENT

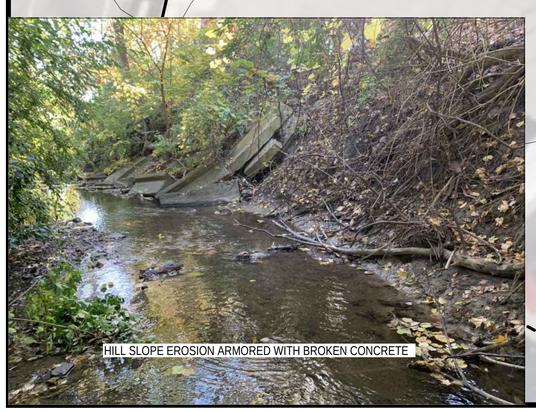
EXISTING GROUTED CONCRETE WALL

1ST CH CHRIST SCIENTIST

PARCEL ID: 00903034100
JAMESON, JOHN S

PARCEL ID: 0090303423001
STEPANIAN, PHILIP

LOT 343
CITY OF PLYMOUTH
HOUSING COMMISSION



LEGEND

- PARCEL BOUNDARIES
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- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- EX. CONCRETE IN STREAM

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

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4/16/2024 6:38 PM by Maria Kuenzer

CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK HILL SLOPE STABILIZATION

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH
STATUS: PRELIMINARY DESIGN	4-12-2023
REVISIONS:	

EXISTING CONDITIONS

N

SCALE: 1" = 10' @ 22 X 34

0 5 10 20

EX1

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

PARCEL ID: 009030333000
GODFREY, RICHARD-MARGARET

CROSS SECTION A-

PARCEL ID: 009030322308
SISOLAK, JEFFERY-KAREN

OHWM = 716.4'

POTENTIAL SITE ACCESS POINT: CLEAR DEBRIS AND GRADE DOWN TO BANKFULL ELEVATION

BASE FLOOD ELEVATION = 724'
PER FIRM 26163C0201E DATED 2/2/2012

REMOVE BROKEN CONCRETE FROM STREAM AND HILL SLOPE, LEAVING DEEPLY EMBEDDED CONCRETE IN HILL SLOPE

PROPOSED SITE ACCESS

EXISTING EDGE OF PAVEMENT

PART OF LOT 322
CITY OF PLYMOUTH HOUSING COMMISSION

1ST CH CHRIST SCIENTIST

PROPOSED STAGING AREA

PARCEL ID: 009030322309
1ST CH CHRIST SCIENTIST

PARCEL ID: 00903034100
JAMESON, JOHN S

PARCEL ID: 0090303423001
STEPANIAN, PHILIP

LOT 343
CITY OF PLYMOUTH
HOUSING COMMISSION

NOT FOR CONSTRUCTION

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. EDGE OF PAVEMENT
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- EX. RIP RAP
- PR. STAGING AREA
- PR. TREE PROTECTION
- PR. TREE REMOVAL

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

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SITE PREPARATION AND ACCESS

N

SCALE: 1" = 10' @ 22 X 34
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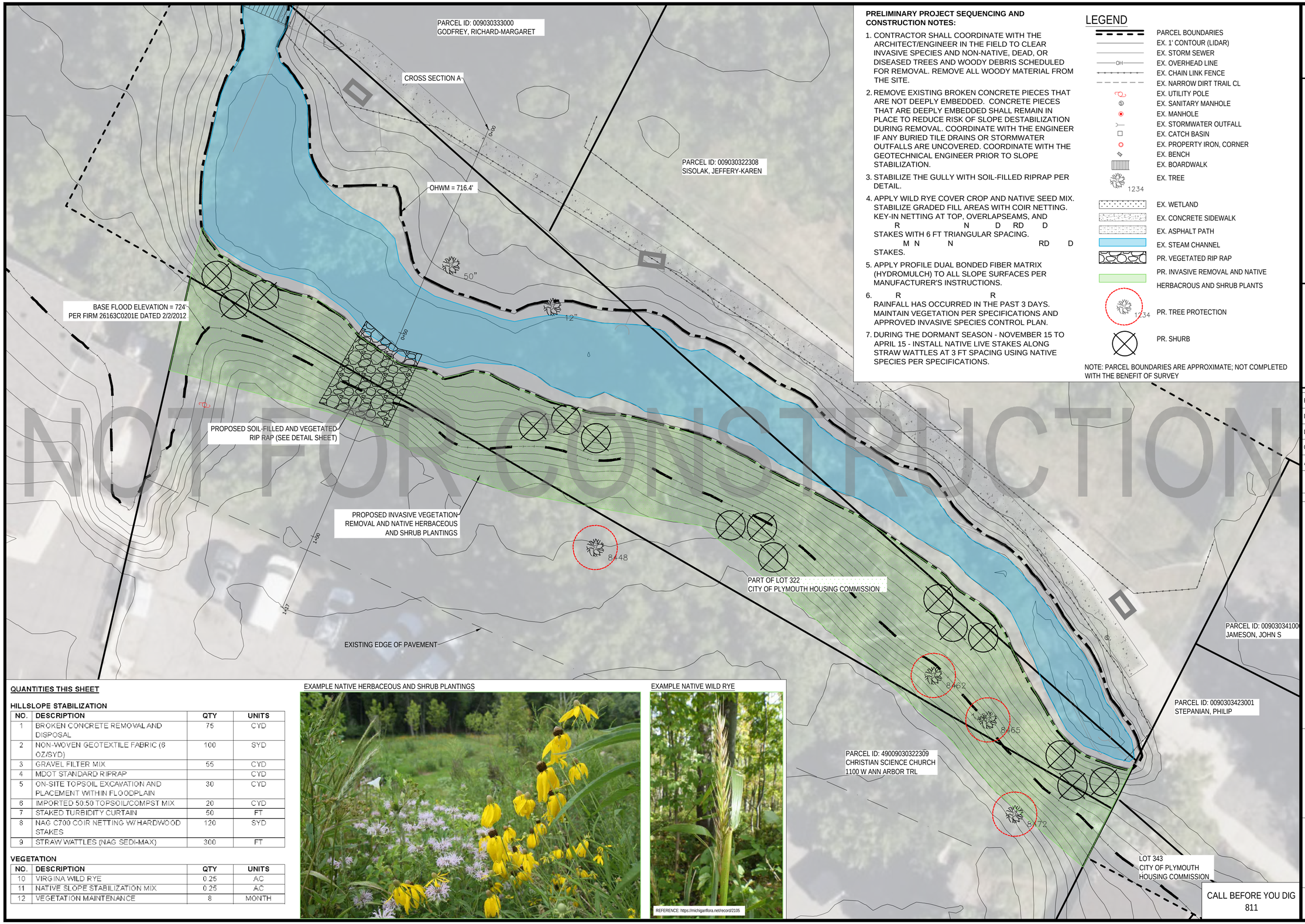

PRELIMINARY PROJECT SEQUENCING AND CONSTRUCTION NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT/ENGINEER IN THE FIELD TO CLEAR INVASIVE SPECIES AND NON-NATIVE, DEAD, OR DISEASED TREES AND WOODY DEBRIS SCHEDULED FOR REMOVAL. REMOVE ALL WOODY MATERIAL FROM THE SITE.
2. REMOVE EXISTING BROKEN CONCRETE PIECES THAT ARE NOT DEEPLY EMBEDDED. CONCRETE PIECES THAT ARE DEEPLY EMBEDDED SHALL REMAIN IN PLACE TO REDUCE RISK OF SLOPE DESTABILIZATION DURING REMOVAL. COORDINATE WITH THE ENGINEER IF ANY BURIED TILE DRAINS OR STORMWATER OUTFALLS ARE UNCOVERED. COORDINATE WITH THE GEOTECHNICAL ENGINEER PRIOR TO SLOPE STABILIZATION.
3. STABILIZE THE GULLY WITH SOIL-FILLED RIPRAP PER DETAIL.
4. APPLY WILD RYE COVER CROP AND NATIVE SEED MIX. STABILIZE GRADED FILL AREAS WITH COIR NETTING. KEY-IN NETTING AT TOP, OVERLAPSEAMS, AND R N D RD D STAKES WITH 6 FT TRIANGULAR SPACING. M N N RD D STAKES.
5. APPLY PROFILE DUAL BONDED FIBER MATRIX (HYDROMULCH) TO ALL SLOPE SURFACES PER MANUFACTURER'S INSTRUCTIONS.
6. R R RAINFALL HAS OCCURRED IN THE PAST 3 DAYS. MAINTAIN VEGETATION PER SPECIFICATIONS AND APPROVED INVASIVE SPECIES CONTROL PLAN.
7. DURING THE DORMANT SEASON - NOVEMBER 15 TO APRIL 15 - INSTALL NATIVE LIVE STAKES ALONG STRAW WATTLES AT 3 FT SPACING USING NATIVE SPECIES PER SPECIFICATIONS.

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE (1234)
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- PR. VEGETATED RIP RAP
- PR. INVASIVE REMOVAL AND NATIVE HERBACROUS AND SHRUB PLANTS
- PR. TREE PROTECTION (1234)
- PR. SHRUB

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

QUANTITIES THIS SHEET

HILLSLOPE STABILIZATION

NO.	DESCRIPTION	QTY	UNITS
1	BROKEN CONCRETE REMOVAL AND DISPOSAL	75	CYD
2	NON-WOVEN GEOTEXTILE FABRIC (6 OZ/SYD)	100	SYD
3	GRAVEL FILTER MIX	55	CYD
4	MDOT STANDARD RIPRAP		CYD
5	ON-SITE TOPSOIL EXCAVATION AND PLACEMENT WITHIN FLOODPLAIN	30	CYD
6	IMPORTED 50:50 TOPSOIL/COMPST MIX	20	CYD
7	STAKED TURBIDITY CURTAIN	50	FT
8	NAG C700 COIR NETTING W/ HARDWOOD STAKES	120	SYD
9	STRAW WATTLES (NAG SEDI-MAX)	300	FT

VEGETATION

NO.	DESCRIPTION	QTY	UNITS
10	VIRGINA WILD RYE	0.25	AC
11	NATIVE SLOPE STABILIZATION MIX	0.25	AC
12	VEGETATION MAINTENANCE	8	MONTH

EXAMPLE NATIVE HERBACEOUS AND SHRUB PLANTINGS

EXAMPLE NATIVE WILD RYE

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REVISIONS:

PROPOSED CONDITIONS

N

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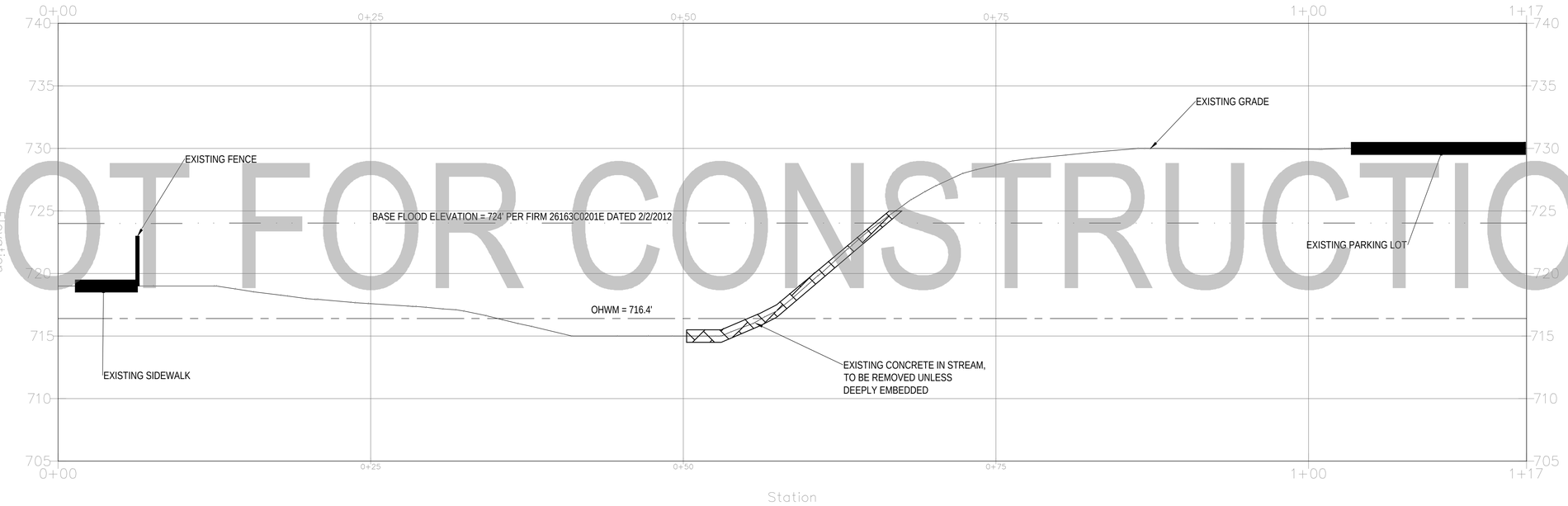
EXISTING

CROSS SECTION A



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EXISTING CROSS SECTION

CS1

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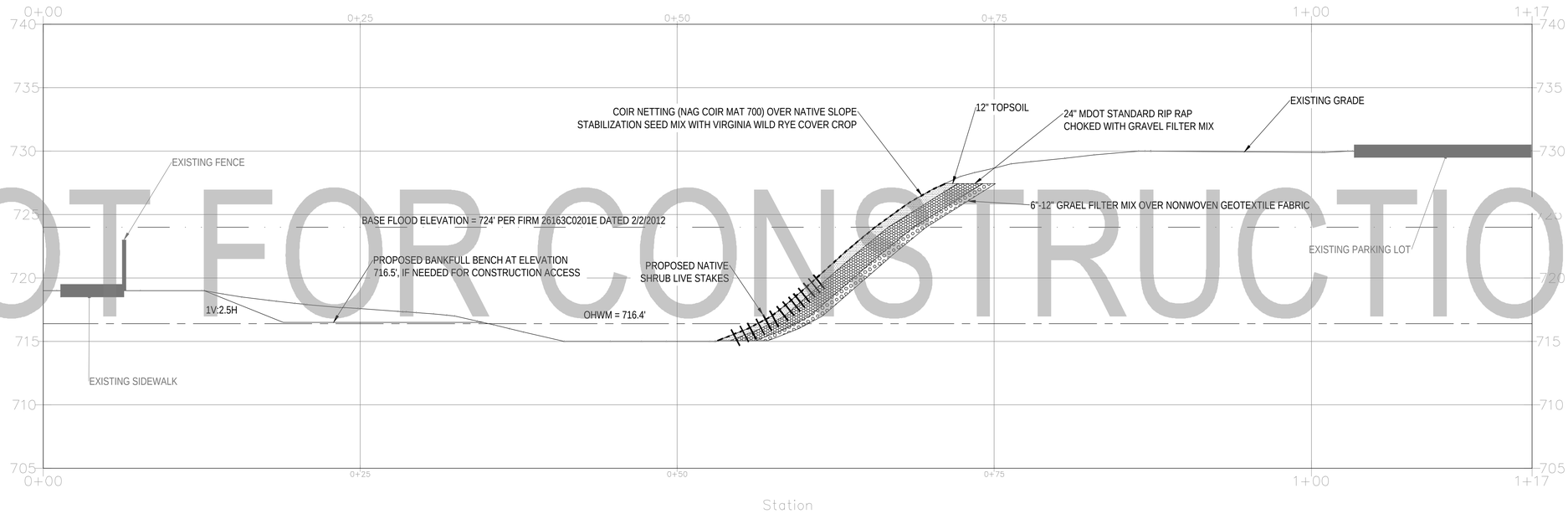
PROPOSED
CROSS SECTION A



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PROPOSED CROSS SECTION

CS2

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INVASIVE SPECIES CONTROL NOTES:

A. THE INTENT OF THESE PRACTICES IS TO CONTROL INVASIVE PLANTS AND SHRUBS AND PARTIALLY OPEN THE CANOPY TO ALLOW FOR THE GROWTH OF UNDERSTORY VEGETATION.

B. THE CONTRACTOR SHALL SUBMIT AN INVASIVE SPECIES CONTROL PLAN FOR ENGINEER'S APPROVAL AND OBTAIN ANY NECESSARY PERMITS PRIOR TO COMMENCING THIS TASK. THE PLAN WILL INCLUDE THE HERBICIDES PROPOSED, APPLICATION DATES/SEASONS, AND FOLLOW-UP APPLICATION SCHEDULE.

C. ANY HERBICIDE OR PESTICIDE INTENDED FOR USE ON SITE MUST BE APPROVED BY THE OWNER/ENGINEER PRIOR TO USE. HERBICIDES SHALL HAVE GLYPHOSATE AS THE PRIMARY ACTIVE INGREDIENT, UNLESS OTHERWISE APPROVED BY THE OWNER/ENGINEER. HERBICIDES SHALL BE APPROVED FOR AQUATIC USE WHERE APPLICABLE.

D. CONTRACTOR SHALL CUT ALL INVASIVE SHRUBS FLUSH TO GROUND LEVEL AND IMMEDIATELY SPRAY WITH APPROVED HERBICIDE WITH MARKER DYE.

E. THE RE-VEGETATION ZONES SHALL BE INSPECTED AFTER FOURTEEN (14) DAYS. IF RE-SPROUTING OF UNDESIRABLE PLANTS HAS OCCURRED, A SECOND HERBICIDE APPLICATION MAY BE REQUIRED.

F. NON-NATIVE SPECIES THAT MUST BE REMOVED AND CONTROLLED INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED IN TABLE 1.

Table 1 Plant Species Prohibited from Riparian Areas

Scientific Name	Common Name	National Wetland Category	Type
Agropyron repens	Quack grass	Facultative upland	grass
Alliaria petiolata	Garlic mustard	Facultative	forb
Alnus glutinosa	Black alder	Facultative wetland	tree
Arctium minus	Common burdock	Upland	forb
Bromus inermis	Smooth brome	Upland	grass
Celestrus orbiculatus	Oriental bittersweet	Upland	vine
Centaurea maculosa	Spotted knapweed	Upland	forb
Cirsium arvense	Canada thistle	Facultative upland	forb
Cirsium vulgare	Bull thistle	Facultative upland (-)	forb
Convolvulus arvensis	Field bindweed	Upland	forb
Coronilla vana	Crown vetch	Upland	forb
Dipsacus laciniatus	Cutleaved teasel	Upland	forb
Elaegnus timbellata	Autumn olive	Facultative upland	shrub
Euphorbia esula	Leafy spurge	Upland	forb
Festuca pratensis (elatior)	Meadow fescue	Facultative upland (-)	grass
Ligustrum obtusifolium	Border privet	Upland	shrub
Ligustrum vulgare	Common privet	Facultative (-)	shrub
Lonicera japonica	Japanese honesuckle	Facultative upland	vine
Lonicera maackii	Amur honeysuckle	Upland	shrub
Lonicera morrowi	Morrow's honeysuckle	Upland	shrub
Lonicera tatarica	Smooth tartarian honeysuckle	Facultative upland	shrub
Lonicera x bella	Showy bush honeysuckle	Upland	shrub
Lythrum salicaria	Purple loosestrife	Obligate wetland	forb
Melilotus alba	White sweet clover	Facultative upland	forb
Melilotus officinalis	Yellow sweet clover	Facultative upland	forb
Myriophyllum spicatum	Eurasian water milfoil	Obligate wetland	forb
Pastinaca sativa	Wild parsnip	Upland	forb
Phalaris arundinacea	Reed canary grass	Facultative wetland (+)	grass
Phalaris canariensis	Canary grass	Facultative upland	grass
Phragmites australis	reed	Facultative wetland (+)	grass
Polygonum cuspidatum	Japanese knotweed	Facultative upland	forb
Polygonum sachalinense	Giant knotweed	Upland	forb
Rhamnus sachalinense	Common buckthorn	Facultative upland	tree
Rhamnus frangula	Glossy buckthorn	Facultative (+)	shrub
Rhamnus utilis	buckthorn	Upland	shrub
Rosa multiflora	Multiflora rose	Facultative upland	shrub
Rumex crispus	Curly or sour dock	Facultative (+)	forb
Typha angustifolia	Narrow leaf cattail	Obligate wetland	forb
Typha x glauca	Hybrid cattail	Obligate wetland	forb
Ulmus pumila	Siberian elm	Upland	Tree

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REVISIONS:

NOTES

N1

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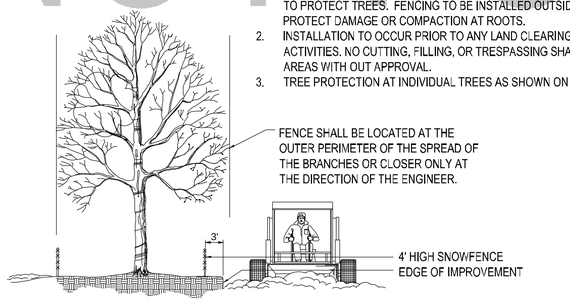
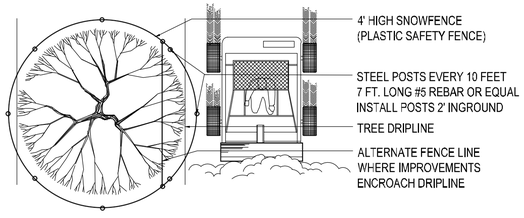
NOTES:

1. CONSTRUCTION FENCING TO BE USED AROUND WORK AREAS AND AGAINST TREE LINES TO PROTECT TREES. FENCING TO BE INSTALLED OUTSIDE OF TREE DRIP LINES TO PROTECT DAMAGE OR COMPACTION AT ROOTS.
2. INSTALLATION TO OCCUR PRIOR TO ANY LAND CLEARING OR CONSTRUCTION ACTIVITIES. NO CUTTING, FILLING, OR TRESPASSING SHALL OCCUR INSIDE FENCED AREAS WITH OUT APPROVAL.
3. TREE PROTECTION AT INDIVIDUAL TREES AS SHOWN ON THE PLANS.



SECTION VIEW



PLAN VIEW

1 / D1 TREE PROTECTION

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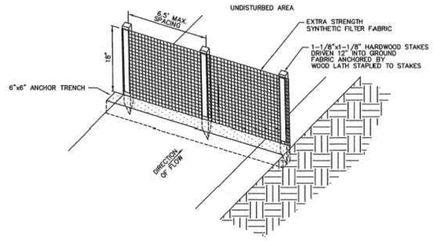
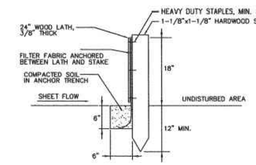


SILT FENCE – PLAN VIEW



SILT FENCE – SECTIONAL VIEW

GEOTURF™ 24" SILT FENCE 6.5 FT. POST SPACING		
PREPARED BY: CSI/GEOTURF, INC. 1500 ALLOY PARKWAY HIGHLAND, MI 48357		SHEET 1
DRAWN BY: BJS	DATE: 6-2-2005	SF 1

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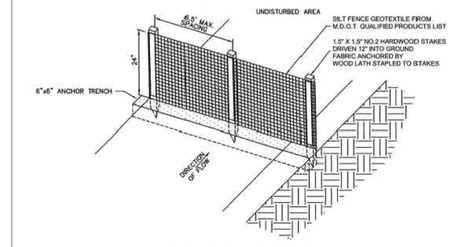
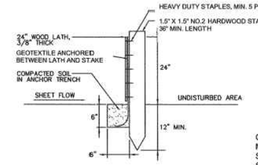


SILT FENCE – PLAN VIEW



SILT FENCE – SECTIONAL VIEW

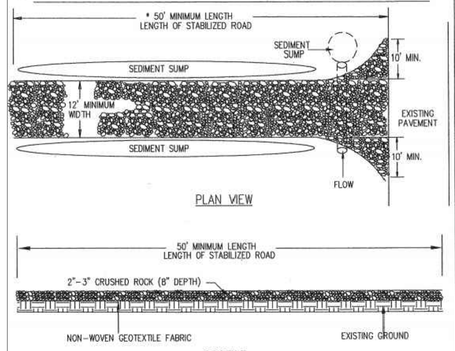
NOTE:
GEOTURF 36" SILT FENCE MEETS ALL M.D.O.T. SPECIFICATIONS FOR SILT FENCE

GEOTURF 36" SILT FENCE 6.25' STAKE SPACING		
PREPARED BY: CSI/GEOTURF, INC. 1500 ALLOY PARKWAY HIGHLAND, MI 48357		SHEET 1
DRAWN BY: BJS	DATE: 05-16-07	SF 1

NOT TO SCALE

S53

STABILIZED CONSTRUCTION ACCESS



NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.

STANDARD SYMBOL

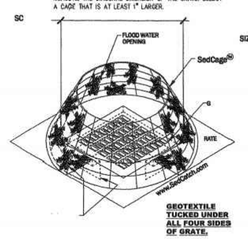
MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

REAR YARD INLET FILTER

SedCatch® SedCage@ Yard Inlet Protection

SIZING INSTRUCTIONS:
MEASURE THE DIAGONAL DIMENSION OF THE GRATE. SELECT A CAGE THAT IS AT LEAST 1" LARGER.

COMPATIBLE GRATES:
A SedCage® IS COMPATIBLE WITH ALL GRATES IN WHICH THE EDGES OF THE GRATE ARE SUPPORTED BY A LEDGE.



SIZES:

FITS SQUARE GRATES FROM 12" X 12" THROUGH 22" X 22"
FITS ROUND GRATES FROM 8" DIA. THROUGH 24" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 17" AND 36" ($a^2+b^2=c^2$)

32" SedCage®

FITS SQUARE GRATES FROM 15" X 15" THROUGH 28" X 28"
FITS ROUND GRATES FROM 19" DIA. THROUGH 30" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 28" AND 41" ($a^2+b^2=c^2$)

43" SedCage®

FITS SQUARE GRATES FROM 24" X 24" THROUGH 36" X 36"
FITS ROUND GRATES FROM 24" DIA. THROUGH 40" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 32" AND 53" ($a^2+b^2=c^2$)

54" SedCage®

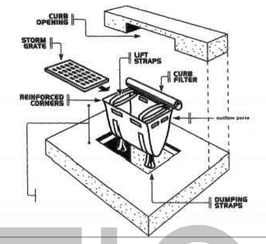
FITS SQUARE GRATES FROM 27" X 27" THROUGH 42" X 42"
FITS ROUND GRATES FROM 28" DIA. THROUGH 48" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 44" AND 61" ($a^2+b^2=c^2$)

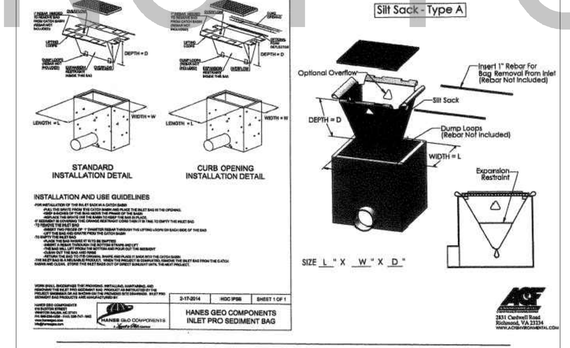
62" SedCage®

CUSTOM SIZES AVAILABLE

PAVED STORM SEWER INLET FILTER

HIGH FLOW-SACK TYPE FILTER WITH OVERFLOW





STANDARD INSTALLATION DETAIL

CURB OPENING INSTALLATION DETAIL

INSTALLATION AND USE GUIDELINES

HANES GEO COMPONENTS	3-17-2014	HGC IP36
	HANES GEO COMPONENTS INLET PRO SEDIMENT BAG	SHEET 1 OF 1

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Geoturf® Filter Bag

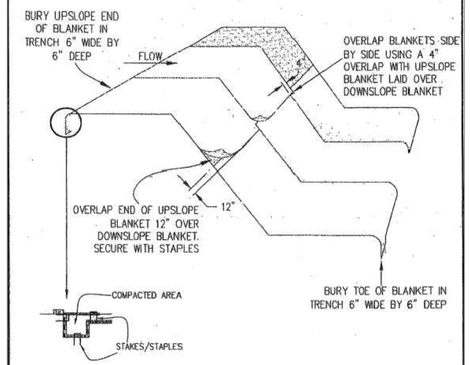
Whenever accumulated water on a construction site must be pumped, utilize filter bags to ensure the water is properly filtered of silt and sediment prior to discharge into receiving bodies. Filter bags are constructed of strong, high quality nonwoven geotextile filter fabric with a fill port to accommodate a pump discharge hose. The filter bags permit a controlled outflow of water, while retaining harmful pollutants.

Size	15' x 20' x 8"
Snout Size	8"
Holding Capacity	15 Cubic Yds.

Meets the requirements of MDOT Item 208 Erosion Control Filter Bag

E9

MULCH BLANKETS



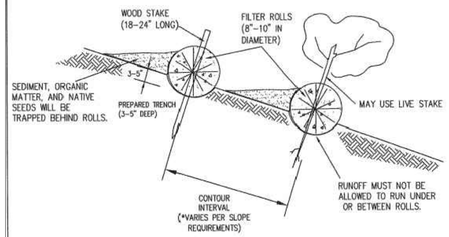
NOTES:
1. PLACE MULCH BLANKET PARALLEL TO FLOW AND ANCHOR SECURELY.
2. WHEN BLANKETS ARE USED IN FLOWING DITCH, BLANKETS SHOULD NOT OVERLAP IN DITCH CENTER PARALLEL TO FLOW.
3. STAPLES INSTALLED/SECURED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
4. WHERE POSSIBLE, CONSTRUCT WITH BIODEGRADABLE MATERIAL.

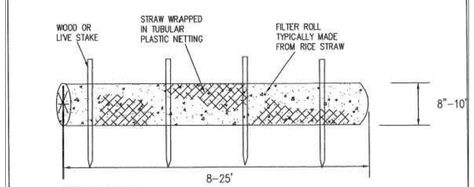
STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

ES33

FILTER ROLLS





* SPACING INTERVAL

SLOPE	1:1	1:2	1:3	1:4	1:6
CONTOUR INTERVAL	3'	4'	5'	6'	8'

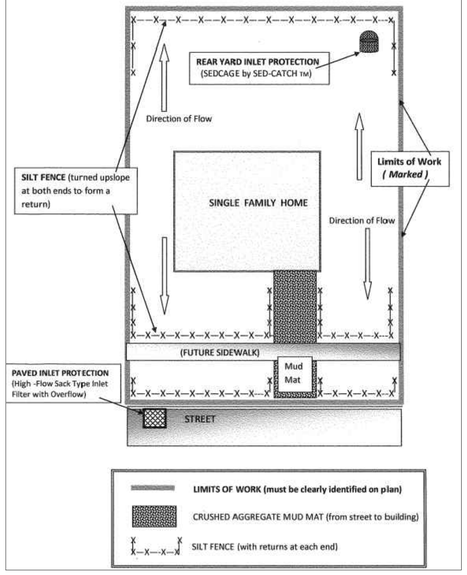
*ADAPTED FROM NRCS, SOMERSET, NJ

STANDARD SYMBOL B

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

EXAMPLE SOIL EROSION CONTROL PLAN / SINGLE FAMILY RESIDENCE

(ITEMS SHOWN ON THIS DRAWING MUST BE ON SHOWN ON ALL PLANS)



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4/16/2024 6:38 PM by Maria Kuenzer

CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK HILL SLOPE STABILIZATION

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH
STATUS: PRELIMINARY DESIGN	4-12-2023
REVISIONS:	

DETAILS

D2

N:\2024\C2038\CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\240403.26_TONQUISH CREEK.DWG

MASTER DEED
BROOKSIDE VILLAGE CONDOMINIUM

This Master Deed is made and executed on April 12, 2024, by {BROOKSIDE DEVELOPER} LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is _____, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

This recorded document consists of the following:

- This Master Deed;
- The Bylaws attached hereto as Exhibit A; and
- The Condominium Subdivision Plan attached hereto as Exhibit B.

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4-15-2024

PREAMBLE: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B) the Developer desires to establish the real property described in Article 2 below, and the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act. Upon recording of this Master Deed, the Developer establishes Brookside Village Condominium as a Condominium Project under the Act and does declare that Brookside Village Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Article 1 TITLE AND NATURE. The Condominium Project shall be known as Brookside Village Condominium, Wayne County Condominium Subdivision Plan No. _____. The architectural plans for the Project were approved by The City of Plymouth. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit herein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. 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 Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

Article 2 LEGAL DESCRIPTION. The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows: _____.

Article 3 DEFINITIONS. Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Brookside Village Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Brookside Village Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

§ 3.2 "Administrator" means the Michigan Department of Licensing and Regulatory Affairs or an authorized designee.

§ 3.3 "Affiliate of Developer" means any person who controls, is controlled by, or is under common control with a developer. A person is controlled by another person if the person is a general partner, officer, member, director, or employee of the person, directly or indirectly, individually or with 1 or more persons or subsidiaries owns, controls, or holds power to vote more than 20% of the person, controls in any manner the election of a majority of the directors of the person, or has contributed more than 20% of the capital of the person.

§ 3.4 "Arbitration Association" means the American Arbitration Association or its successor.

§ 3.5 "Association" means Brookside Village Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

§ 3.7 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 hereof, and shall specifically exclude heating, cooling, water heating and electrical control units and household appliances.

§ 3.8 "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

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§ 3.9 "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brookside Village Condominium as described above.

4-15-2024

§ 3.10 "Condominium Project", "Condominium" or "Project" means Brookside Village Condominium as a Condominium Project established in conformity with the provisions of the Act.

§ 3.11 "Condominium Subdivision Plan" means Exhibit B.

§ 3.12 "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development adjacent to the Condominium Premises.

§ 3.13 "Co-owner" means a person, firm, corporation, partnership, Association, trust, or other legal entity or any combination of those entities who owns a Condominium Unit within the

Condominium Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise. The term "Owner", whenever used, shall be synonymous with the term "Co-owner".

§ 3.14 "Developer" means {BROOKSIDE DEVELOPER} LLC a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included with the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. Developer does not include any of the following: (a) A real estate broker acting as agent for the Developer in selling condominium units; (b) A residential builder who acquires title to 1 or more condominium units for the purpose of residential construction on those condominium units and subsequent resale; and other persons exempted from this definition by rule or order of the Administrator.

§ 3.15 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after (I) the expiration of 54 months from the date of the first Unit conveyance or (ii) 75% of all Units which may be created are sold, whichever first occurs.

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§ 3.16 "General Common Elements" means the common elements other than the Limited Common Elements.

§ 3.17 "Limited Common Elements" means a portion of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners

§ 3.18 "Residential builder" is a person licensed as a residential builder under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412.

§ 3.19 "Transitional control date" means the date on which a board of directors for an Association of Co-owners takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

§ 3.20 "Unit" or "Condominium Unit" each means the enclosed space constituting a single complete residential Unit in Brookside Village Condominium, as such space may be described in Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All Units are contained within buildings.

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

Article 4 COMMON ELEMENTS. The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as set forth in this Article 4.

§ 4.1 General Common Elements. The General Common Elements are listed below:

¶ 4.1.1 LAND. The land described in Article 2 hereof, including certain driveways, roads, sidewalks and parking spaces, that is not specifically identified as Limited Common Elements.

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¶ 4.1.2 ROADS. The roads in the Project are General Common Elements.

4-15-2021

¶ 4.1.3 ELECTRICAL. The electrical transmission system throughout the Project up to the point of connection to, but not including, the electric meter for each Unit, together with common lighting for the Project, if any is installed.

¶ 4.1.4 TELEPHONE. The telephone system, if any, throughout the Project up to the point of entry to each Unit.

¶ 4.1.5 GAS. The gas distribution system throughout the Project up to the point of connection to, but not including, the gas meter for each Unit.

¶ 4.1.6 WATER. The water distribution system, if any, throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

¶ 4.1.7 SANITARY SEWER. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

¶ 4.1.8 STORM SEWER. The storm water management system (including any common sump lines) throughout the Project.

¶ 4.1.9 TELECOMMUNICATIONS. The telecommunications and cable television systems, if and when they may be installed, up to, but not including, connections to provide service to individual Units.

¶ 4.1.10 CERATIN SIDEWALKS. Certain sidewalks in the Project are General Common Elements as and to the extent shown on Exhibit B.

¶ 4.1.11 OTHER. General Common Elements include such other elements of the Project that are not otherwise designated as General or Limited Common Elements and are not enclosed within the boundaries of a Unit, but are intended for common use of all Co-Owners or necessary to the existence, upkeep and safety of the Project.

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§ 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are listed below:

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¶ 4.2.1 PATIOS AND DECKS. Each individual patio or deck that services a Unit is a Limited Common Element and is restricted in use and enjoyment to the Co-owner of the Unit which opens into such patio or deck and to which such Limited Common Element is appurtenant.

¶ 4.2.2 DRIVEWAYS, PARKING SPACES, AND CERTAIN SIDEWALKS. Certain individual driveways and parking spaces are appurtenant as Limited Common Elements to the specific Units served thereby as depicted on Exhibit B; and certain sidewalks in the Project are Limited Common Elements as and to the extent shown on Exhibit B

¶ 4.2.3 CONSTRUCTION. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, common halls, floor construction and spaces between Unit levels, the spaces between the ceilings and roofs, and

chimneys, are Limited Common Elements, limited in use and enjoyment to the Unit or Units enclosed by those construction elements, as depicted in Exhibit B.

¶ 4.2.4 AIR CONDITIONERS AND COMPRESSORS. Each air conditioner compressor and its pad are Limited Common Elements restricted in use to the Co-owner of the Unit serviced by such air conditioner compressor.

¶ 4.2.5 GARAGE DOORS. Each garage door and its hardware, including garage door openers, shall be a Limited Common Element, limited in use to the Co-owner of the Unit serviced thereby.

¶ 4.2.6 UTILITY METERS. Meters for sewer, water (if any), natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

¶ 4.2.7 DOORS, WINDOWS AND SCREENS. Doors, windows and screens shall be limited in use to the Co-owners of Units to which they are attached.

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¶ 4.2.8 PORCHES. Each individual porch in this project is a Limited Common Element, restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B.

4-15-2021

¶ 4.2.9 INTERIOR SURFACES; ATTICS. The interior surfaces of Units (including doors therein), ceilings and floors contained within a Unit, and attic space above a Unit shall be Limited Common Elements, limited and subject to the exclusive use and enjoyment of the Co-owners of such Unit.

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

¶ 4.3.1 PATIOS AND DECKS. The costs of maintenance, repair and replacement of each patio and deck described in ¶ 4.2.1 above and their contents and surrounding privacy walls or screening devices shall be borne by the Co-owner of the Unit which opens into such patio; provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner.

¶ 4.3.2 AIR CONDITIONERS AND COMPRESSORS. The cost of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and ground surface immediately below the same as described in ¶ 4.2.4 above, shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

¶ 4.3.3 GARAGE DOORS. The costs of maintenance, repair and replacement of each garage door and its hardware, including garage door openers, as described in ¶4.2.5 above, shall be borne by the Co-owner of the Unit to which the same are appurtenant except that periodic exterior repainting of each garage door shall be an Association expense.

¶ 4.3.4 UTILITY METERS. All utility services expense measured through Unit meters and the expenses of those meters described in ¶ 4.2.6 above shall be borne by each Co-owner of the Unit to which the same are appurtenant.

¶ 4.3.5 DOORS, WINDOW AND SCREENS. The maintenance, repair, replacement and interior and exterior maintenance of all doors, window glass and screens referred to in ¶ 4.2.7 above and the costs thereof shall be borne by the Co-owners of the Unit to which any such doors, windows and screens are appurtenant.

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¶ 4.3.6 PORCHES. The costs of maintenance, repair and replacement of each porch described in ¶ 4.2.8 above shall be borne by the Co-owner of the Unit that opens into that porch.

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¶ 4.3.7 INTERIOR SURFACES. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in ¶ 4.2.9 above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

¶ 4.3.8 OTHER. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements other than described above in ¶4.3.1 through ¶4.3.7 shall be borne by the Association, subject to the provisions of Article 6, Section 6.13 of the Bylaws.

§ 4.4 USE OF 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 of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§ 4.5 CONFLICTS BETWEEN MASTER DEED AND SUBDIVISION PLAN. If there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

§ 4.6 UTILITY SYSTEMS. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any.

Article 5 UNIT DESCRIPTION AND PERCENTAGE OF VALUE.

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§ 5.1 DESCRIPTION OF UNITS. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brookside Village Condominium, as prepared by Stonefield Engineering & Design, and attached to this Master Deed as Exhibit B. The architectural plans and specifications are on file with The City of Plymouth. Each Unit shall include: (1) For Units that have basements, with respect to each Unit basement, if basements are installed, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of Units, including enclosed garage space, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit B have been or will be physically measured by Stonefield Engineering & Design. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

§ 5.2 PERCENTAGE OF VALUE. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative floor areas of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth in the table appearing below are each Unit Number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit:

Unit Number	Percentage of Value
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	

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Unit Number	Percentage of Value
18	
19	
20	
Total	

Article 6 SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS. Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§ 6.1 BY DEVELOPER. Developer reserves the sole right during the Construction and Sales Period and without the consent (except as required by the Act) of any other Co-owner or any mortgagee of any Unit to:

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¶ 6.1.1 SUBDIVIDE UNITS. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successor or assigns.

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¶ 6.1.2 CONSOLIDATE CONTIGUOUS UNITS. Consolidate under single ownership two or more Units which are separated by only Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by

law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

¶ 6.1.3 RELOCATE BOUNDARIES. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

¶ 6.1.4 CONNECT BUILDINGS. Connect any two buildings which are proximately located to one another by a canopy or walls or both to be designated as a General Common Element. In connection with construction of any such canopies or walls, Developer may alter or remove portions of the General Common Element exterior of buildings, provided that the structural integrity of the building is not affected thereby. The location of canopies and walls will be depicted on either an amendment or amendments to the Master Deed. Any such amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

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4-15-2024

¶ 6.1.5 AMENDMENTS TO EFFECTUATE MODIFICATIONS. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article 5 hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously

consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

§ 6.2 BY CO-OWNERS. One or more Co-owners may undertake:

¶ 6.2.1 SUBDIVISION OF UNITS. The Co-owner of a Unit may subdivide his Unit upon request to the Association and, during the Construction and Sales Period, the Developer in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

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4-15-2024

¶ 6.2.2 CONSOLIDATION OF UNITS; RELOCATION OF BOUNDARIES. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between 2 or more Units upon written request to the Association and, during the Construction and Sales Period, the Developer in accordance with Section 48 of the Act. Upon receipt of such request the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the Office of the Wayne County Register of Deeds.

¶ 6.2.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in

furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

¶ 6.2.4 MUNICIPALITY AND DEVELOPER APPROVAL. No subdivision, consolidation or other modification of Units shall be undertaken without the approval of The City of Plymouth. During the Construction and Sales Period, no subdivision, consolidation or other modification of Units shall be undertaken without the approval of the Developer.

Article 7 EXPANSION OF CONDOMINIUM. The Condominium Project is not expandable.

Article 8 CONTRACTION OF CONDOMINIUM. The Condominium Project is not contractible. However, the Developer may withdraw portions of the Project pursuant to Section 67 of the Act.

Article 9 EASEMENTS.

§ 9.1 EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

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§ 9.2 EASEMENTS RETAINED BY DEVELOPER.

¶ 9.2.1 UTILITY EASEMENTS. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to

have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

¶ 9.2.2 EASEMENT FOR CONSTRUCTION AND SALES ACTIVITIES. The Developer hereby reserves for the benefit of itself, its successors and assigns and any Residential Builder who during the Construction and Sales Period an easement for the use of all common elements to carry on any activity in connection with or reasonably related to the construction and sales of Units in the Project or on the Area of Future Development. These activities include but are not limited to maintenance of signs, construction trailers, construction equipment, sales trailers, and construction supplies on the Condominium Premises. The Developer reserves the right for itself and its duly authorized agents, representatives, and employees, and all Residential Builders who receive an assignment of rights from the Developer to maintain offices, model units, and other facilities on the Condominium Premises during the Construction and Sales Period. The Developer or a Residential Builder who has received an assignment of rights from Developer shall pay all costs related to the Condominium Units or Common Elements while owned by Developer and shall restore the facilities to habitable status upon termination of use.

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§ 9.3 GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and right-of-way, over under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article 7 hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

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§ 9.4 EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

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

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§ 9.6 OTHER EASEMENTS. There are other easements throughout the Project as shown on Exhibit B to this Master Deed, which burden and benefit the Project and the Co-owners. All Co-owners and prospective Co-owners should review Exhibit B carefully to determine the nature, extent and effect of all such easements.

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§ 9.7 RECIPROCAL EASEMENTS WITH ADJACENT PROPERTY. The Project is both burdened and benefitted by easements and expense-sharing agreements with an adjacent parcel of land, including easements for ingress, egress, storm water management, and other utilities. The governing documents for those easements provide for cost-sharing by the Condominium Project and the owner of that adjacent parcel. All Co-owners and prospective Co-owners should review the governing documents for those easements carefully to determine the nature, extent and effect of all such easements and cost-sharing agreements.

§ 9.8 EASEMENTS ARE APPURTENANT. The benefits and burdens of the easements hereby reserved, created or provided for shall be appurtenant to and run with the land.

Article 10 AMENDMENT. This Master Deed, the Bylaws and Condominium Subdivision Plan may be amended as set forth in this Article.

§ 10.1 CONSENT REQUIRED FOR MATERIAL CHANGES. Except as provided in this Article the Master Deed, Bylaws, and Condominium Subdivision plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3 of the votes of the Co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held. The 2/3 majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. For purposes of this Section, the affirmative vote of a 2/3 of Co-owners means 2/3 of all Co-owners entitled to vote as of the record date for those votes.

§ 10.2 AMENDMENTS THAT DO NOT MATERIALLY AFFECT OWNERS OR MORTGAGEES. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any unit affected by the change.

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§ 10.3 MODIFICATION OF PERCENTAGE OF VALUE, UNITS OR COMMON ELEMENTS. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, 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. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article 5, ¶ 5.6.3 of the Bylaws and except as provided in Article 6 of this Master Deed. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of the Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed.

§ 10.4 BY DEVELOPER. Prior to 1 year after expiration of the Construction and Sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of General Common Elements to the public. Any provision of the Condominium Documents to the contrary notwithstanding, the Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person in connection with the Developer's rights under Article 6 of this Master Deed or in connection with the Developer's rights of withdrawal under Section 67 of the Act.

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§ 10.5 MORTGAGEE CONSENT. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

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¶ 10.5.1 Termination of the Condominium Project.

¶ 10.5.2 A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

¶ 10.5.3 A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

¶ 10.5.4 Elimination of a requirement for the Association of Co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.5 The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.6 The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

§ 10.6 MORTGAGEE CONSENT PROCEDURE. To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in MCL 559.190a, being Section 90a of the Act shall control.

§ 10.7 TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-Developer Co-owners.

§ 10.8 DEVELOPER APPROVAL. The foregoing notwithstanding, the Association may not amend the Condominium Documents without the consent of the Developer during the Construction and Sales Period regardless of whether or not the amendment materially affects the rights of a Co-owner or mortgagee. Article 6, Article 7, Article 8, Article 9 and this Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article 7 and Article 8 hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Reserved rights may not be amended except by or with the consent of the Developer.

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§ 10.9 COSTS. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

§ 10.10 NOTICE OF AMENDMENTS. Co-owners shall be notified of proposed amendments, under this section, not less than 10 days before the amendment is recorded.

Article 11 PLANNED UNIT DEVELOPMENT. The Project is part of a planned unit development subject to the relevant City of Plymouth Ordinances and all planned unit development agreements, terms, conditions, restrictions and limitations applicable to the planned unit development. Each Co-owner and prospective Co-owner should review the planned unit development agreements and approvals on file with the City of Plymouth before purchasing a Unit in this Project.

Article 12 ASSIGNMENT. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Wayne County Register of Deeds. Immediately upon expiration of the Construction and Sales Period, all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing shall automatically devolve to the Association.

{BROOKSIDE DEVELOPER} LLC
a Michigan limited liability company

by:_____
Leonard Nadolski, its authorized agent

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STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On December _____, 2023, the foregoing Master Deed was acknowledged before me by Leonard Nadolski, the authorized agent of {BROOKSIDE DEVELOPER} LLC, a Michigan limited liability company, on behalf of the limited liability company.

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_____

Prepared by and when recorded return to:
George F. Rizik, II (P30595)
9400 S. Saginaw St., Suite E
Grand Blanc, MI 48439
(810) 953-6000
041224-Master Deed Draft.wpd

BROOKSIDE VILLAGE CONDOMINIUM
EXHIBIT A
BYLAWS

Article 1. ASSOCIATION OF CO-OWNERS. Brookside Village Condominium, a residential Condominium Project located in The City of Plymouth, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of the Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers 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 2. ASSESSMENTS. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

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

§ 2.2. DETERMINATION OF ASSESSMENTS. Assessments shall be determined in accordance with the following provisions:

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

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be established in the budget and must be funded by regular monthly payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on an 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 Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for each year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $2,000.00 annually for the entire Condominium Project or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 hereof. The discretionary authority of the board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

¶ 2.2.2. SPECIAL ASSESSMENTS. Special assessments, in addition to those required in ¶ 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in ¶ 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value 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 the members thereof.

§ 2.3. APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT. Except as provided in Section 2.4, below, and except as otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the

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existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article 2, Section 2.2.1 above shall be payable by Co-owners in 12 equal monthly 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 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 not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

§ 2.4. LIMITED COMMON ELEMENTS. Except to the extent that the Condominium Documents expressly provide to the contrary, common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than 1 condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the special assessments equals the total of the expenses, except to the extent that the condominium documents provide otherwise. Any other unusual common expenses benefitting less than all of the condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the condominium project or by their licensees or invitees, shall be specially assessed against the condominium unit or condominium units involved, in accordance with reasonable provisions as the condominium documents may provide.

§ 2.5. WAIVER OF USE OR ABANDONMENT OF UNIT. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

§ 2.6. ENFORCEMENT.

¶ 2.6.1. REMEDIES. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the

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Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress 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 nonpayment of assessments in accordance with the provisions of Article 19, Section 19.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

¶ 2.6.2. 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.

¶ 2.6.3. NOTICE OF ACTION. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding,

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but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it hereunder or under Michigan Law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

¶ 2.6.4. EXPENSES OF COLLECTION. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by a lien on his Unit.

§ 2.1. LIABILITY OF MORTGAGEE. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project who 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 to all Units including the mortgaged Unit).

§ 2.2. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS.

¶ 2.2.1. During the Construction and Sales Period, the Developer of the Condominium, although a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns).

¶ 2.2.2. Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's actual current expenses of administration relating to maintenance and use of the Units in the Project, based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of completed Units then in the Condominium.

¶ 2.2.3. Developer also shall, in addition thereto, at all times before and after such Period, pay a proportionate share of the Association's other actual current expenses of administration, based upon the ratio of all Units owned by the Developer at the time the expense is incurred (including for the formula in this sentence only, all incomplete Units and Units with respect to which construction has not yet commenced) to the total number of Units then in the Project.

¶ 2.2.4. Developer also shall at all times before and after such period maintain, at its own expense, any incomplete Units owned by it. In no event shall Developer be responsible for payment, until after said Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it.

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¶ 2.2.5. After the Construction and Sales Period, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed Units owned by it. Except as set forth above, Developer shall not be responsible at any time for payment of said monthly assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

¶ 2.2.6. "Occupied Unit" shall mean a Unit used and occupied as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

§ 2.3. 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.

§ 2.4. 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.

§ 2.5. 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.

§ 2.6. SALE OF UNIT; STATEMENT AS TO UNPAID ASSESSMENTS. Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following: (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit, and (b) payments due under a first mortgage having priority thereto. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, and all interest, late charges, fines, costs and attorney fees. 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 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, costs, fines, late charges and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

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Article 3. ARBITRATION.

§ 3.1. SCOPE AND ELECTION. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances, arising among or between the Co-owners and the Association, upon the election and written consent of 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.

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

§ 3.3. ELECTION OF REMEDIES. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Article 4. INSURANCE.

§ 4.1. EXTENT OF COVERAGE. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions.

¶ 4.1.1. RESPONSIBILITIES OF CO-OWNERS AND ASSOCIATION. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsement to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in ¶4.1.1 below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts

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to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

¶ 4.1.1. INSURANCE OF COMMON ELEMENTS AND FIXTURES. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed amount basis for the entire Condominium Project with appropriate inflation riders in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be able to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with the plans and specifications thereof as are on file with The City of Plymouth (or such replacements thereof as do not exceed the cost of such standard items). **THE ASSOCIATION SHALL CARRY FIRE AND EXTENDED COVERAGE INSURANCE ONLY ON THE STANDARD UNIT AND NOT ON EXTRAS, ADDITIONS, DECORATIONS, IMPROVEMENTS AND BETTERMENTS EITHER INSTALLED BY THE CO-OWNER OR NOT INCLUDED IN THE STANDARD FINISHES FOR UNITS IN THE PROJECT.** It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

¶ 4.1.2. PREMIUM EXPENSES. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

¶ 4.1.3. PROCEEDS OF INSURANCE POLICIES. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account

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and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

§ 4.2. AUTHORITY OF ASSOCIATION TO SETTLE INSURANCE CLAIMS. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his 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 Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Article 5. RECONSTRUCTION OR REPAIR.

§ 5.1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

¶ 5.1.1. PARTIAL DAMAGE. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

¶ 5.1.2. TOTAL DESTRUCTION. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

§ 5.2. REPAIR IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

§ 5.3. CO-OWNER RESPONSIBILITY FOR REPAIR.

¶ 5.3.1. DEFINITION OF CO-OWNER RESPONSIBILITY. If the damage is only to a part of the Unit which is the responsibility of a Co-owner to maintain and repair, it

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shall be the responsibility of the Co-owner to repair such damage in accordance with ¶5.3.2 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

¶ 5.3.2. DAMAGE TO INTERIOR OF THE UNIT. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If any other interior portion of the Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

§ 5.5. TIMELY RECONSTRUCTION AND REPAIR. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of occurrence which caused damage to the property.

§ 5.6. EMINENT DOMAIN. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

¶ 5.6.1. TAKING OF UNIT. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the

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Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

¶ 5.6.2. TAKING OF COMMON ELEMENTS. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

¶ 5.6.3. CONTINUATION OF CONDOMINIUM AFTER TAKING. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium 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.

¶ 5.6.1. 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.

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

§ 5.8. PRIORITY OF MORTGAGEE INTERESTS. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

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Article 6. RESTRICTIONS. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§ 6.1. RESIDENTIAL USE. No Unit within the Condominium shall be used for other than single-family residential purposes, and the Common Elements shall be used only for purposes consistent with residential use.

§ 6.2. LEASING AND RENTAL

¶ 6.2.1. RIGHT TO LEASE. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1 of this Article 6; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in ¶ 6.2.2 below with the exception of a lender in possession of a Unit following 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 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion. **Other than the Developer, no person may lease more than one Unit to non-Co-owner third parties, but must reside in one of those Units as his or her principal residence. No Unit and no room in or part of any Unit shall be rented or let to, or occupied by, any person for temporary lodging, homestay, vacation rental, or travel stay, such as renting through services such as, but not limited to, Airbnb, Guesty and Vrbo.**

¶ 6.2.2. LEASING PROCEDURES. The leasing of Units in the Project shall conform to the following provisions:

6.2.2.1. A Co-owner 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 of a Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Developer intends to lease Units that it owns as residential rental Units; and Developer is not subject to the provisions of this Subparagraph 6.2.2.1.

6.2.2.2. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.2.2.1. If the Association determines that the tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action: The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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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. 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-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the common elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

6.2.2.2. 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.

§ 6.3. ALTERATIONS AND MODIFICATIONS. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, and during the Construction and Sales Period, the Developer, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. If the Developer and the Association consent to the installation of a satellite dish antenna, that dish antenna shall not exceed 18" in diameter and shall be erected on the rear (non-street side) of the Unit. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§ 6.4. ACTIVITIES. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. 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

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shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

§ 6.5. PETS. No animals other than two household pets consisting of a combination of domesticated cats and domesticated dogs neither of which may exceed 80 pounds in weight, shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. 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 any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 2 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 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 these Bylaws and in accordance with the duly adopted Rules and Regulations.

§ 6.6. AESTHETICS. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage or while the garage is in use by the Co-owner. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such area shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor 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 shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general,

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

§ 6.7. VEHICLES.

¶ 6.7.1. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles and vehicles used primarily for general personal transportation use (except as the Association may make reasonable exceptions thereto from time to time), may be parked or stored upon the premises of the Condominium, unless parked in a garage with the door closed.

¶ 6.7.2. Golf carts, gas and electric low-speed vehicles (so-called LSVs) and personal scooters are permitted.

¶ 6.7.3. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently.

¶ 6.7.4. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) except while making deliveries or pickups in the normal course of business.

¶ 6.7.5. Each Co-owner shall park his vehicles in the garage provided therefor. Parking of cars in driveways is prohibited.

¶ 6.7.6. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

¶ 6.7.7. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this §6.3, is absolutely prohibited.

¶ 6.7.8. Overnight parking on Common Elements of the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

§ 6.8. ADVERTISING. No signs or other advertising devises of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

§ 6.9. 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 of 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,

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including the First Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

§ 6.10. RIGHT TO ACCESS OF ASSOCIATION. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

§ 6.11. LANDSCAPING. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, and during the Construction and Sales Period, the Developer.

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

§ 6.13. CO-OWNER MAINTENANCE. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he 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 elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damage 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 excluded by virtue of a deductible provision in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 2 hereof.

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§ 6.14. RESERVED RIGHTS OF DEVELOPER.

¶ 6.14.1. PRIOR APPROVAL BY DEVELOPER. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit (excluding therefrom the finishing of basements, which shall be prohibited by this Section 6.14 during the Construction and Sales Period), nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

¶ 6.14.2. DEVELOPER'S RIGHTS IN FURTHERANCE OF CONSTRUCTION AND SALES. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction 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, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

¶ 6.14.1. ENFORCEMENT OF BYLAWS. The Condominium Project shall at all times be maintained in a manner consistent with the highest standard of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost

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thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Article 7. MORTGAGES.

§ 7.1. NOTICE TO ASSOCIATION. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give 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.

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

§ 7.3. 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 8. VOTING.

§ 8.1. VOTE. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article 5 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and by number.

§ 8.2. ELIGIBILITY TO VOTE. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article 11, Section 11.2 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 9.2 of Article 9. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 of this Article 8 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 the 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

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period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

§ 8.3. 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.

§ 8.1. QUORUM. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

§ 8.2. 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.

§ 8.3. MAJORITY. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

Article 9. MEETINGS

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

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§ 9.2. FIRST ANNUAL MEETING. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units (determined with reference to the recorded Master Deed) 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 nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

§ 9.3. ANNUAL MEETINGS. Annual Meetings of members of the Association shall be held on the first Wednesday 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 11 of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

§ 9.1. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to service a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 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 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

§ 9.2. 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.

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§ 9.3. 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 inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meetings 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.

§ 9.4. 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.

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

§ 9.6. 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 10. ADVISORY COMMITTEE. Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 nondeveloper Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the

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nondeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the nondeveloper 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 11. BOARD OF DIRECTORS.

§ 11.1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall be comprised of 3 members all of whom 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 of the Association. Directors shall serve without compensation.

§ 11.2. ELECTION OF DIRECTORS.

¶ 11.2.1. FIRST BOARD OF DIRECTORS. The first Board of Directors shall be composed of 3 persons and such 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 nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors shall be held as provided in ¶¶ 11.2.2 and 11.2.3 below.

¶ 11.2.2. APPOINTMENT OF NONDEVELOPER CO-OWNERS TO BOARD PRIOR TO FIRST ANNUAL MEETING. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 25% in number of the Units that may be created, 1 of the 3 Directors shall be selected by Nondeveloper Co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 50% in number of the Units that may be created, 2 of the 3 Directors shall be elected by Nondeveloper Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the nondeveloper Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification to the Developer by the Co-owners of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 11.7 of this Article or he resigns or becomes incapacitated.

¶ 11.2.3. ELECTION OF DIRECTORS AT AND AFTER THE FIRST ANNUAL MEETING.

11.2.3.1. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of the Units that may be created, the nondeveloper Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the

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Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2. Regardless of the percentage of Units which have been conveyed, upon the lapse of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper 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 ¶ 11.2.3.1. Application of this paragraph does not require a change in the size of the Board of Directors.

11.2.3.3. If the calculation of the percentage of members of the board of Directors that the nondeveloper Co-owners have the right to elect under Sub-¶ 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-owners under Sub-¶ 11.2.3.2 results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 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 nondeveloper 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 Sub-¶ shall not eliminate the right of the Developer to designate 1 member as provided in Sub-¶ 11.2.3.1.

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

11.2.3.2. Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 hereof.

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

§ 11.4. OTHER DUTIES. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

¶ 11.4.4. To rebuild improvements after casualty.

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

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

¶ 11.4.7. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶ 11.4.8. To make rules and regulations in accordance with Article 6, Section 6.9 of these Bylaws.

¶ 11.4.9. 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.

¶ 11.4.10. To enforce the provisions of the Condominium Documents.

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§ 11.5. 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 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by 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 day's written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

§ 11.6. VACANCIES. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director who 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 Association. Vacancies among nondeveloper Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by nondeveloper Co-owners and shall be filled in the manner specified in ¶ 11.2.2 of this Article.

§ 11.7. REMOVAL. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirements for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-owners shall be given written notice of all grounds upon which a proposed removal "for cause" is based at least 14 days prior to the meeting and an opportunity to be heard on each of those grounds 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 nondeveloper 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.

§ 11.8. 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.

§ 11.9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the

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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.

§ 11.10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of 2 Directors.

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

§ 11.12. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 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.

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

§ 11.1. 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 12. OFFICERS.

§ 12.1. 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.

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

¶ 12.1.2. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 by the Board of Directors.

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

¶ 12.1.4. TREASURER. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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.

§ 12.2. 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.

§ 12.3. 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 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.

§ 12.4. 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 13. 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".

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Article 14. FINANCE.

§ 14.1. RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. 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.

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

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

Article 15. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the

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Association in such amounts as it shall deem appropriate. The premiums for that insurance coverage shall be expenses of administration.

Article 16. AMENDMENTS.

§ 16.1. 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 in number of the Co-owners by instrument in writing signed by them.

§ 16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

§ 16.3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. Mortgage consent, if required, shall be obtained in the same manner and subject to the same conditions as set forth in the Master Deed for obtaining mortgagee consent to amendment of the Master Deed.

§ 16.4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 16.5. During Construction and Sales Period. During the Construction and Sales Period, neither the Master Deed, the Bylaws nor the Subdivision Plan for the Project shall be amended without the written consent of the Developer.

§ 16.6. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Wayne County Register of Deeds.

§ 16.7. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

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Article 17. COMPLIANCE. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act the Act shall govern.

Article 18. DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

Article 19. REMEDIES FOR DEFAULT. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

§ 19.2. RECOVERY OF COSTS. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

§ 19.3. REMOVAL AND ABATEMENT. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, 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.

§ 19.4. ASSESSMENTS OF FINES. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed

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$50.00 for the second violation, $100.00 for the third violation or $150.00 for any subsequent violation. For purposes of assessment of and determination of the amount of fines, after the Association gives a Co-owner written notice of a violation and of its intent to assess fines under this Section, each day thereafter that a violation continues shall be deemed a separate violation.

§ 19.5. NONWAIVER 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.

§ 19.6. 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.

§ 19.7. 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 20. JUDICIAL ACTIONS AND CLAIMS. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 20. The requirements of this Article 20 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 20. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

DRAFT 4-15-24

§ 20.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

§ 20.2. Litigation Evaluation Meeting. Before an attorney is engaged to file a civil action on behalf of the Association, the Board shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

¶ 20.2.1. A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that: (a) it is in the best interests of the Association to file a lawsuit, (b) at least one member of the Board has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success, (c) litigation is the only prudent, feasible and reasonable alternative, and (d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative; and

¶ 20.2.2. A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information: (a) the number of years the litigation attorney has practiced law; (b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed; (c) the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses; (d) the litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action; (e) the litigation attorney's proposed written fee agreement; (f) the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 20.6; and (g) the litigation attorney's legal theories for recovery of the Association.

§ 20.3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of

DRAFT 4-15-24

the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy.. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with written notice of the litigation evaluation meeting.

§ 20.4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee arrangement that provides for compensation to the attorney through a combination of hourly compensation and the payment of a contingent fee unless the existence of the agreement is fully disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

§ 20.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§ 20.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 20.1 through 20.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodic over a period not to exceed twenty-four (24) months.

§ 20.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 20, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

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¶ 20.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

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

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

¶ 20.7.4. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action; and,

¶ 20.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§ 20.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶ 20.8.1. the status of the litigation;

¶ 20.8.2. the status of settlement efforts, if any; and

¶ 20.8.3. the attorney's written report.

§ 20.9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation and allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

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

Article 21. 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

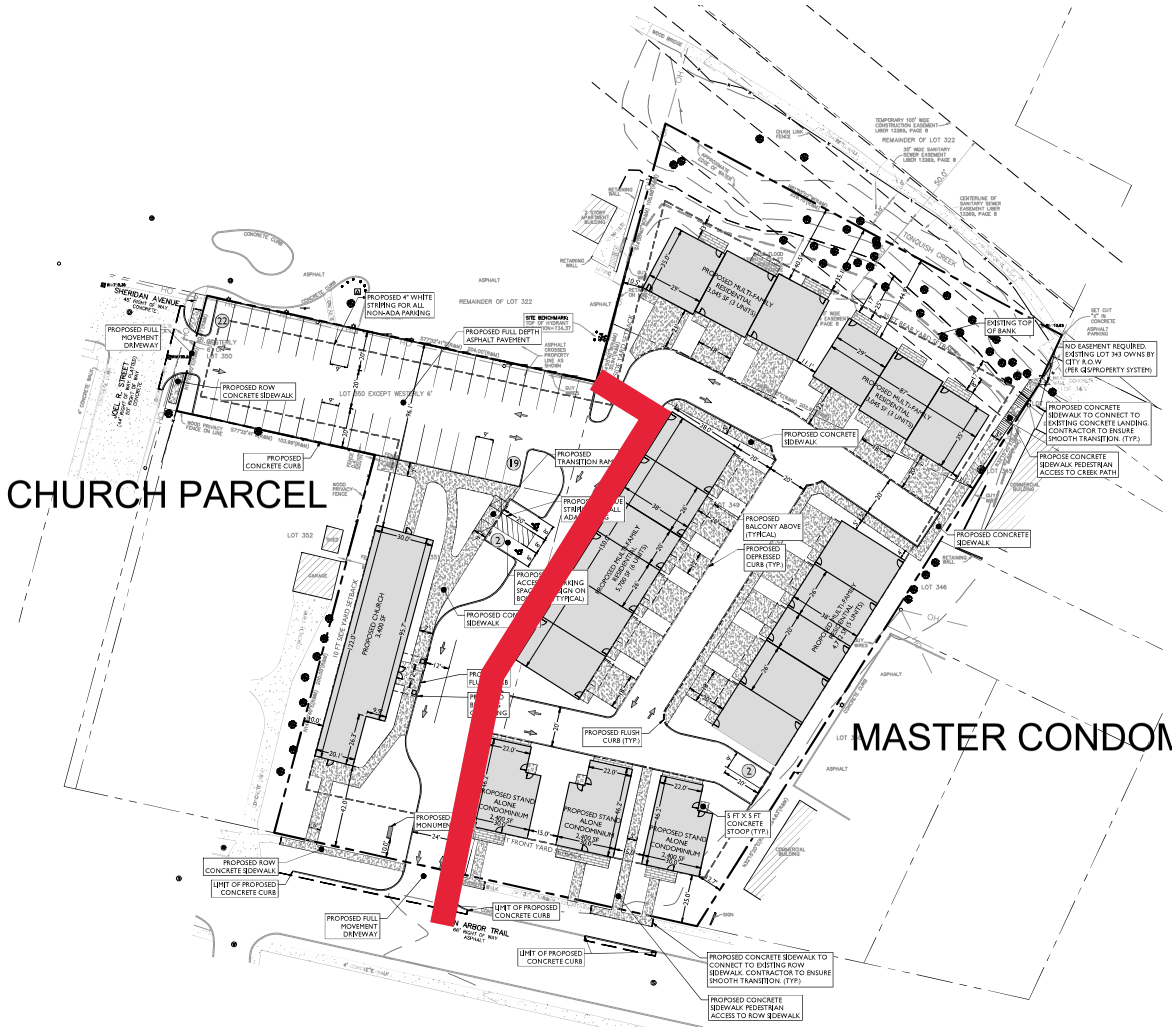
DRAFT 4-15-24

shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successor shall automatically devolve to the Association, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents, which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

Article 22. SEVERABILITY. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

DRAFT 4-15-24

EXHIBIT B



LAND USE AND ZONING

PARCEL ID: 49009030222309		
EXISTING ZONE: MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)		
PROPOSED ZONE: PLANNED UNIT DELOPMENT (PUD)		
PROPOSED USE		
CHURCH	SPECIAL LAND USE	
RESIDENTIAL TOWNHOMES	PERMITTED USE	
ZONING REQUIREMENT	**REQUIRED**	**PROPOSED(PUD)**
MINIMUM LOT AREA	N/A	97,818 SF (2.25 AC)
MAXIMUM CHURCH SIDE YARD SETBACK	N/A	10.0 FT
MAXIMUM FRONT YARD SETBACK	N/A	25.0 FT
MAXIMUM BUILDING SEPARATION	N/A	11.1 FT
MAXIMUM OPEN SPACE	N/A	29.7% (29,117 SF)

OFF-STREET PARKING REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 78-272.2.A	**CHURCH:** 1 SPACE PER 3 SEATS OR 4 FT OF PEWS (63 SEATS)/(1 SPACE / 2 SEATS) = 32 SPACES **MULTI-FAMILY:** 2 BEDROOM: 2.5 SPACES PER DWELLING (20 UNITS)/(2.5 SPACES / UNIT) = 50 SPACES **TOTAL: 32 + 50 = 82 SPACES**	113 SPACES
§ 78-272.3	**90° PARKING REQUIREMENT:** 9 FT X 20 FT W/ 20 FT AISLES	9 FT X 20 FT W/ 20 FT AISLES

SYMBOL / DESCRIPTION

- PROPERTY LINE
- SETBACK LINE
- SAWCUT LINE
- PROPOSED CURB
- PROPOSED FLUSH CURB
- PROPOSED SIGNS / BOLLARDS
- PROPOSED BUILDING
- PROPOSED CONCRETE
- PROPOSED AREA LIGHT
- PROPOSED RETAINING WALL
- PROPOSED BUILDING DOORS

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK, WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
1	06/17/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
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Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone: 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030222309
NORTHWEST CORNER OF N. ARBOR TRAIL & SHERIDAN AVENUE
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
CHRISTOPHER COONEY
ENGINEER
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: SITE PLAN

DRAWING: C-3

Brookside Village Condominium Association of Plymouth DRAFT		
Income		
	Association Monthly Dues	$ -
	Additonal Assesments	$ -
	Other Income	$ -
Expenses		
	Accounting	$ -
	Admin	$ -
	Animal Control	$ -
	Ashphalt	$ -
	Holiday Decorations	$ -
	Insurance	$ -
	Lawn and Grounds	$ -
	Legal	$ -
	Painting	$ -
	Parking Rent	$ -
	Reserve Contribution	$ -
	Snow Removal	$ -
	Trash Service	$ -
	Tree Service	$ -
	Utlities	$ -
	Water/Sewer	$ -
	Window Cleaning	$ -
	Operating Expense Total	
	NOI	

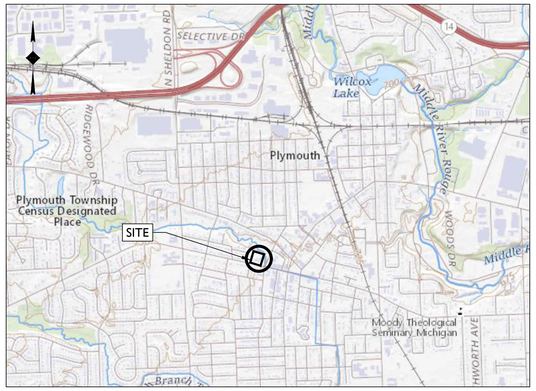
SITE DEVELOPMENT PLANS

FOR

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

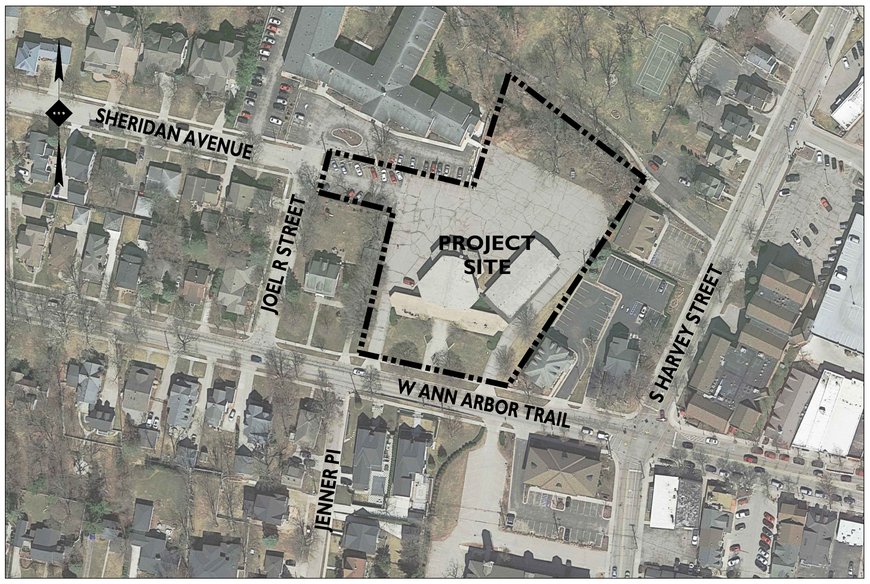
PID: 49009030322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH ,WAYNE COUNTY, MICHIGAN



SOURCE: USGS NATIONAL MAPPER

LOCATION / KEY MAP

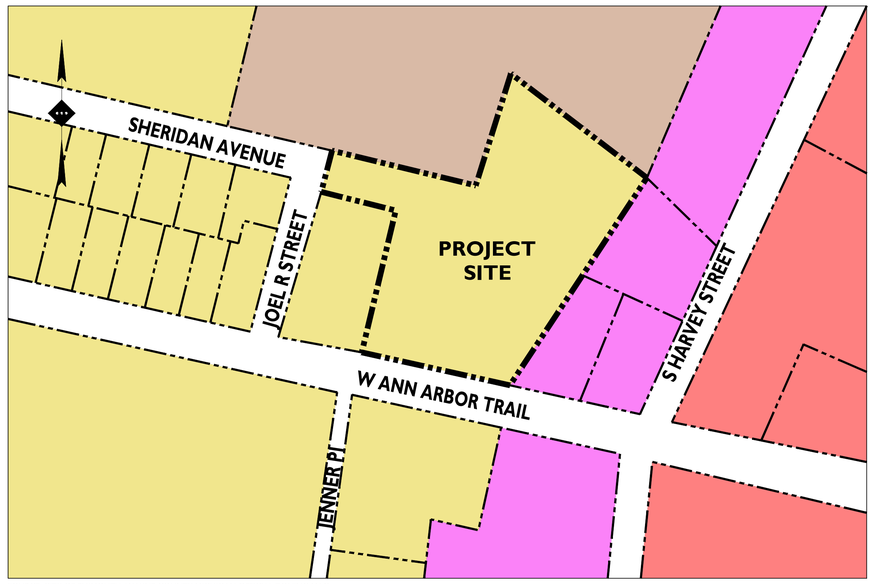
SCALE: 1" = 2,000'±



SOURCE: GOOGLE EARTH PRO

AERIAL MAP

SCALE: 1" = 100'±



SOURCE: CITY OF PLYMOUTH, WAYNE COUNTY MICHIGAN OFFICIAL ZONING MAO

- B-2: CENTRAL BUSINESS DISTRICT
- M-2: MULTIPLE-FAMILY RESIDENTIAL DISTRICT
- O-1: OFFICE DISTRICT
- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

ZONING MAP

SCALE: 1" = 100'±

PLAN REFERENCE MATERIALS:

1. THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
   - ALTA/NSPS LAND TITLE SURVEY PREPARED BY KEM-TEC DATED 06/22/2022
   - ARCHITECTURAL PLANS PREPARED BY SVA ARCHITECTS & LINDHOUT ASSOCIATES ARCHITECTS DATED 07/11/2023
   - AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO 07/10/2023
   - LOCATION MAP OBTAINED FROM USGS ONLINE MAPS 07/10/2023
2. ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

811

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PLANS PREPARED BY:

STONEFIELD engineering & design

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Boston, MA · Princeton, NJ · Tampa, FL
www.stonefieldeng.com

607 Shelby Suite 200 Detroit MI
Phone 248.247.1115

ARCHITECTURAL SHEET INDEX (CHURCH)

DRAWING TITLE	SHEET #
ARCHITECTURAL FLOOR PLAN	CH101
EXTERIOR ELEVATIONS	CH301
EXTERIOR ELEVATIONS	CH302

ARCHITECTURAL SHEET INDEX (RESIDENTIAL)

DRAWING TITLE	SHEET #
PLAN/SECTION/ELEVATION STUDIES	A-1
ELEVATIONS & COMMON AREA ELEMENTS	A-2
RENDERINGS	A-3
RENDERINGS	A-4

ADDITIONAL SHEETS

DRAWING TITLE	SHEET #
ALTA / NSPS LAND TITLE SURVEY	C-1

SHEET INDEX

DRAWING TITLE	SHEET #
COVER SHEET	C-1
DEMOLITION PLAN	C-2
SITE PLAN	C-3
GRADING PLAN	C-4
STORMWATER MANAGEMENT PLAN	C-5
UTILITY PLAN	C-6
LIGHTING PLAN	C-7
LANDSCAPING PLAN	C-8
LANDSCAPING NOTES & DETAILS	C-9
CONSTRUCTION DETAILS	C-10 TO C-11

APPLICANT/ OWNER

LL REAL ESTATE, LLC
5000 E GRAND RIVER AVENUE
HOWELL, MI 48843
313-282-6432
HAMGROUP2@GMAIL.COM

ARCHITECTS

STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067
248-546-6700

LINDHOUT ASSOCIATES ARCHITECTS
10465 CITATION DRIVE
BRIGHTON, MI 48116
810-227-5668

ISSUE	DATE	BY	DESCRIPTION
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
Detroit, MI · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE DEVELOPMENT PLANS
BROOKSIDE VILLAGE
PROPOSED PLANNED UNIT DEVELOPMENT
PARCEL ID: 49009030322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN FRED COOKSEY
ENGINEER
JONATHAN F. COOKSEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: COVER SHEET

DRAWING: C-1

V:\DET\2022\DET-220084 LL REAL ESTATE, LLC\1100 W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\PLOT\DP-A1-COVER.DWG

Know what's **below**
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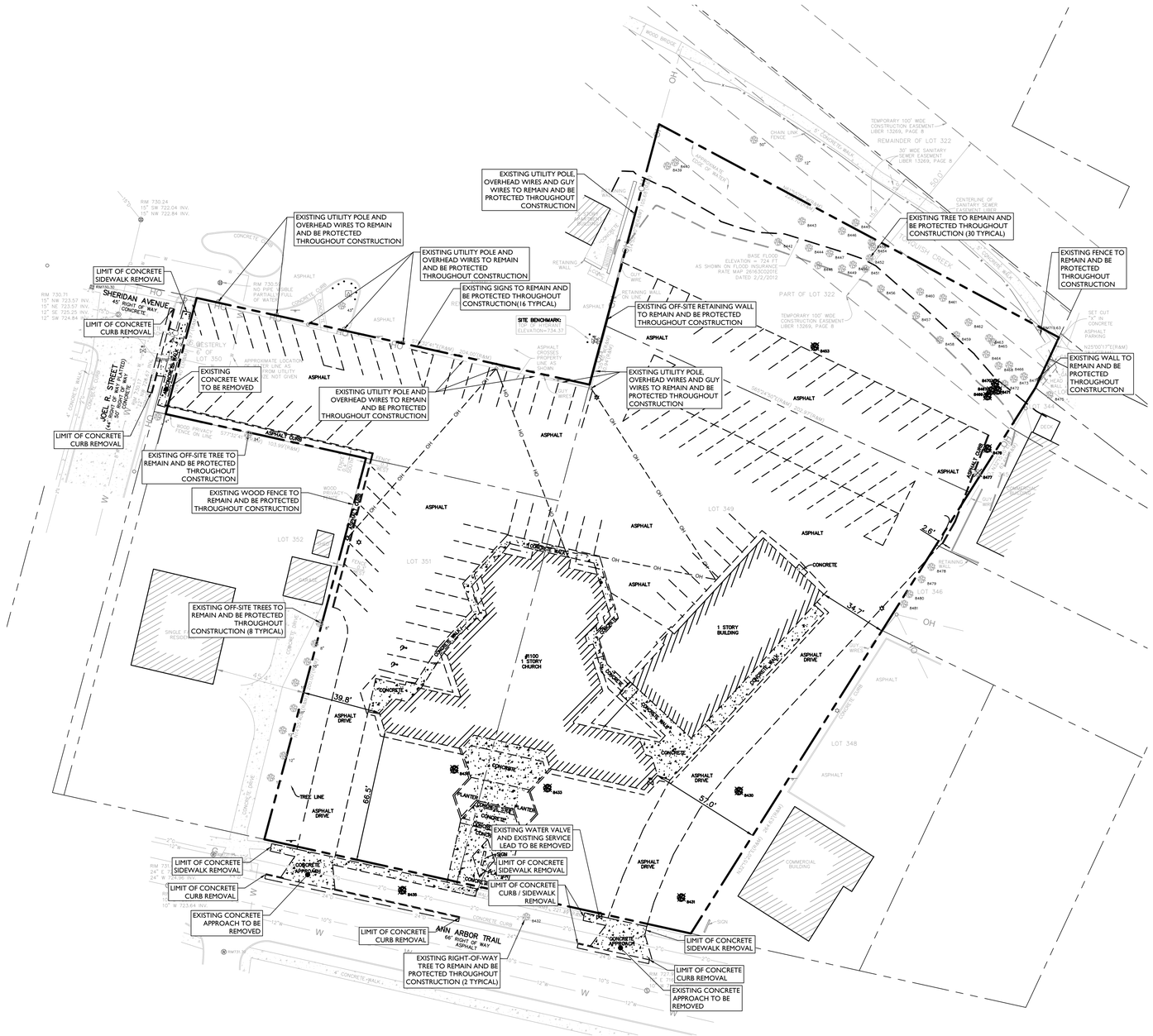
ALL SITE FEATURES WITHIN THE PROPERTY LINE ON THIS PLAN ARE TO BE REMOVED / DEMOLISHED UNLESS OTHERWISE NOTED. ALL FEATURES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION UNLESS OTHERWISE NOTED.THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IF SIGNIFICANT DISCREPANCIES ARE DISCERNED BETWEEN THIS PLAN AND FIELD CONDITIONS

TREE REMOVAL AND MITIGATION REQUIREMENTS		
CODE SECTION	**REQUIRED**	**PROPOSED**
§ 34-18(1)	HERITAGE TREE REPLACEMENT REQUIREMENTS HERITAGE TREES SHALL BE REPLACED AT A SLIDING SCALE RATE SET BY THE CITY COMMISSION (2) TWO HERITAGE TREES PROPOSED TO BE REMOVED	 2 TREES PROPOSED
§ 34-19(1)	FRONT YARD REPLACEMENT REQUIREMENTS TREES > 6" BUT LESS THAN HERITAGE TREE TREES SHALL BE REPLACED AT A SLIDING SCALE RATE SET BY THE CITY COMMISSION (2) TWO NON HERITAGE TREES PROPOSED TO BE REMOVED IN THE FRONT YARD	 2 TREES PROPOSED

DEMOLITION NOTES

1. THE WORK REFLECTED ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE PLAN SET AND ASSOCIATED REPORTS/REFERENCE DOCUMENTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
3. EXPLOSIVES SHALL NOT BE USED UNLESS WRITTEN CONSENT FROM BOTH THE OWNER AND ANY APPLICABLE GOVERNING AGENCY IS OBTAINED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS. ADDITIONALLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEISMIC TESTING AS REQUIRED AND ANY DAMAGES AS THE RESULT OF SAID DEMOLITION PRACTICES.
4. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED TANKS SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS. A GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.
5. DEMOLISHED DEBRIS SHALL NOT BE BURIED ON SITE. ALL WASTE/DEBRIS GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL RECORDS OF THE DISPOSAL TO DEMONSTRATE COMPLIANCE WITH THE ABOVE REGULATIONS.

SYMBOL	DESCRIPTION
	PROPERTY LINE
	FEATURE TO BE REMOVED / DEMOLISHED
	EXISTING TREE TO BE REMOVED
	EXISTING TREE TO REMAIN



GRAPHIC SCALE IN FEET
1" = 30'

TREE REMOVAL SCHEDULE

TREE #	D.B.H.	CANOPY RADIUS	BOTANICAL NAME	COMMON NAME	CONDITION	COMMENTS	"(N) NOT REGULATED (c = condition)"	HERITAGE (H)	RECOMMENDATION
8430	21	21'	*Acer saccharum*	Sugar Maple	good			H	TO BE REMOVED
8431	18	18'	*Acer saccharum*	Sugar Maple	poor	- Extensive rot & dead branches	N (c)		TO BE REMOVED
8432	21	21'	*Acer platanoides*	Norway Maple	fair	- Girdling root(s)		H	
8433	6 / 6 / 6 /...	10'	*Malus spp.*	Crabapple	fair	- Dead branch(es)			TO BE REMOVED
8434	10 / 8 / 6 /...	10'	*Malus spp.*	Crabapple	fair	- Rot in trunk			TO BE REMOVED
8435	22	22'	*Acer platanoides*	Norway Maple	fair	- Girdling root(s)		H	
8436	17	17'	*Acer platanoides*	Norway Maple	fair	- Scarred trunk			
8437	6	6'	*Acer negundo*	Boxelder	poor	- 75% or more dead	N (c)		
8438	6 / 3	6'	*Acer negundo*	Boxelder	fair	- Vine-choked			
8439	9	9'	*Acer platanoides*	Norway Maple	poor	- Substantial rot, missing leader, & substantial lean	N (c)		
8440	19	---	---	---	dead		N (c)		
8441	8	8'	*Acer platanoides*	Norway Maple	fair	- Bent/crooked/bowed leader			
8442	8	8'	*Acer negundo*	Boxelder	poor	- 75% or more dead	N (c)		
8443	6	6'	*Ailanthus altissima*	Tree-of-Heaven	poor	- Hollow/extensive rot	N (c)		
8444	14	---	---	---	dead		N (c)		
8445	14	14'	*Ulmus spp.*	Elm	poor	- Base of tree undermined by erosion	N (c)		
8446	9	9'	*Ailanthus altissima*	Tree-of-Heaven	poor	- Missing main leader, and large area of dead bark	N (c)		
8447	9	9'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8448	30	30'	*Juglans spp.*	Walnut	fair	- Rot in trunk		H	
8449	7	7'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8450	6 / 4	6'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8451	21	21'	*Juglans spp.*	Walnut	poor	- 75% or more dead	N (c)		
8452	6	6'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8453	43	43'	*Juglans spp.*	Walnut	fair	- Rot in trunk		H	TO BE REMOVED
8454	8	8'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8455	6	6'	*Ulmus spp.*	Elm	fair	- Contorted crown			
8456	14	14'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8457	7	7'	*Ulmus spp.*	Elm	fair	- Bent/crooked/bowed leader			
8458	10	10'	*Acer negundo*	Boxelder	poor	- Extensive rot & dead branches	N (c)		
8459	6	---	---	---	dead		N (c)		
8460	11	---	---	---	dead		N (c)		
8461	27	27'	*Populus deltoides*	Cottonwood	poor	- 50% or more dead	N (c)		
8462	29	29'	*Salix spp.*	Willow	poor	- 75% or more dead	N (c)		
8463	10	10'	*Acer platanoides*	Norway Maple	fair	- Dead branch(es)			
8464	9	---	---	---	dead		N (c)		
8465	26	26'	*Salix spp.*	Willow	poor	- 75% or more dead	N (c)		
8466	7	5'	*Ulmus spp.*	Elm	poor	- More than half of leader missing	N (c)		
8467	6	6'	*Acer platanoides*	Norway Maple	fair	- Bent/crooked/bowed leader			TO BE REMOVED
8468	6 / 5	6'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8469	7 / 7	7'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		TO BE REMOVED
8470	8 / 4	8'	*Ulmus spp.*	Elm	fair	- More than half of leader missing			TO BE REMOVED
8471	6	6'	*Acer platanoides*	Norway Maple	poor	- More than half of leader missing	N (c)		TO BE REMOVED
8472	10	10'	*Acer negundo*	Boxelder	fair	- Contorted crown			
8473	7	---	---	---	dead		N (c)		
8474	6	2'	*Acer platanoides*	Norway Maple	poor	- More than half of leader missing	N (c)		
8475	7	2'	*Cercis canadensis*	Eastern Redbud	poor	- More than half of leader missing	N (c)		
8476	10 / 8	10'	*Acer platanoides*	Norway Maple	fair	- Utility-pruned			TO BE REMOVED
8477	7	7'	*Pseudotsuga menziesii*	Douglasfir	fair	- Utility-pruned			TO BE REMOVED
8478	9	9'	*Picea pungens*	Colorado Blue Spruce	good				
8479	10	10'	*Picea pungens*	Colorado Blue Spruce	good				

ISSUE	DATE	BY	DESCRIPTION
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
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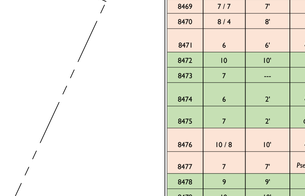
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 490990303232709
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: **DEMOLITION PLAN**

DRAWING: **C-2**

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC / 1001 ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DWG\PDP\DEMO.DWG

LAND USE AND ZONING

PARCEL ID: 49009030322309		
EXISTING ZONE:MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)		
PROPOSED ZONE: PLANNED UNIT DELOPMENT (PUD)		
PROPOSED USE		
CHURCH	SPECIAL LAND USE	
RESIDENTIAL TOWNHOMES	PERMITTED USE	
ZONING REQUIREMENT	**REQUIRED**	**PROPOSED(PUD)**
MINIMUM LOT AREA	N/A	97,818 SF (2.25 AC)
MAXIMUM CHURCH SIDE YARD SETBACK	N/A	10.0 FT
MAXIMUM FRONT YARD SETBACK	N/A	25.0 FT
MAXIMUM BUILDING SEPARATION	N/A	11.1 FT
MAXIMUM OPEN SPACE	N/A	29.7% (29,117 SF)

OFF-STREET PARKING REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 78-271.2.A	**CHURCH:** 1 SPACE PER 2 SEATS OR 4 FT OF PEWS (63 SEATS)(1 SPACE / 2 SEATS) = 32 SPACES **MULTI-FAMILY:** 2 BEDROOM: 2.5 SPACES PER DWELLING (20 UNITS)(2.5 SPACES / UNIT) = 50 SPACES **TOTAL: 32 + 50 = 82 SPACES**	113 SPACES
§ 78-272.2	**90° PARKING REQUIREMENT:** 9 FT X 20 FT W/ 20 FT AISLES	9 FT X 20 FT W/ 20 FT AISLES

SYMBOL / DESCRIPTION

- PROPERTY LINE
- SETBACK LINE
- SAWCUT LINE
- PROPOSED CURB
- PROPOSED FLUSH CURB
- PROPOSED SIGNS / BOLLARDS
- PROPOSED BUILDING
- PROPOSED CONCRETE
- PROPOSED AREA LIGHT
- PROPOSED RETAINING WALL
- PROPOSED BUILDING DOORS

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

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SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
SOUTHMAYD JOOSEY ENGINEER
JAMES R. CARNEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

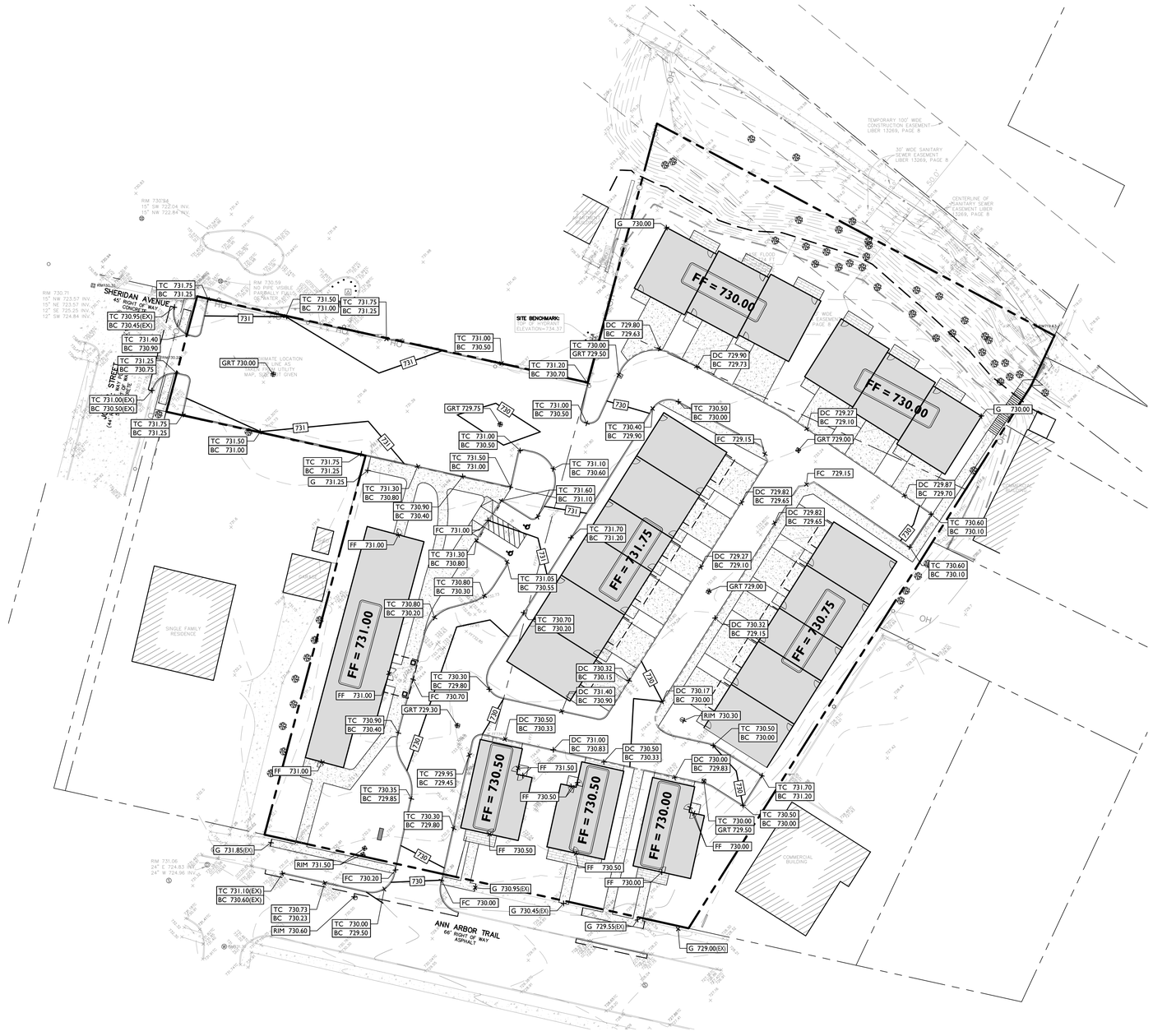
STONEFIELD engineering & design

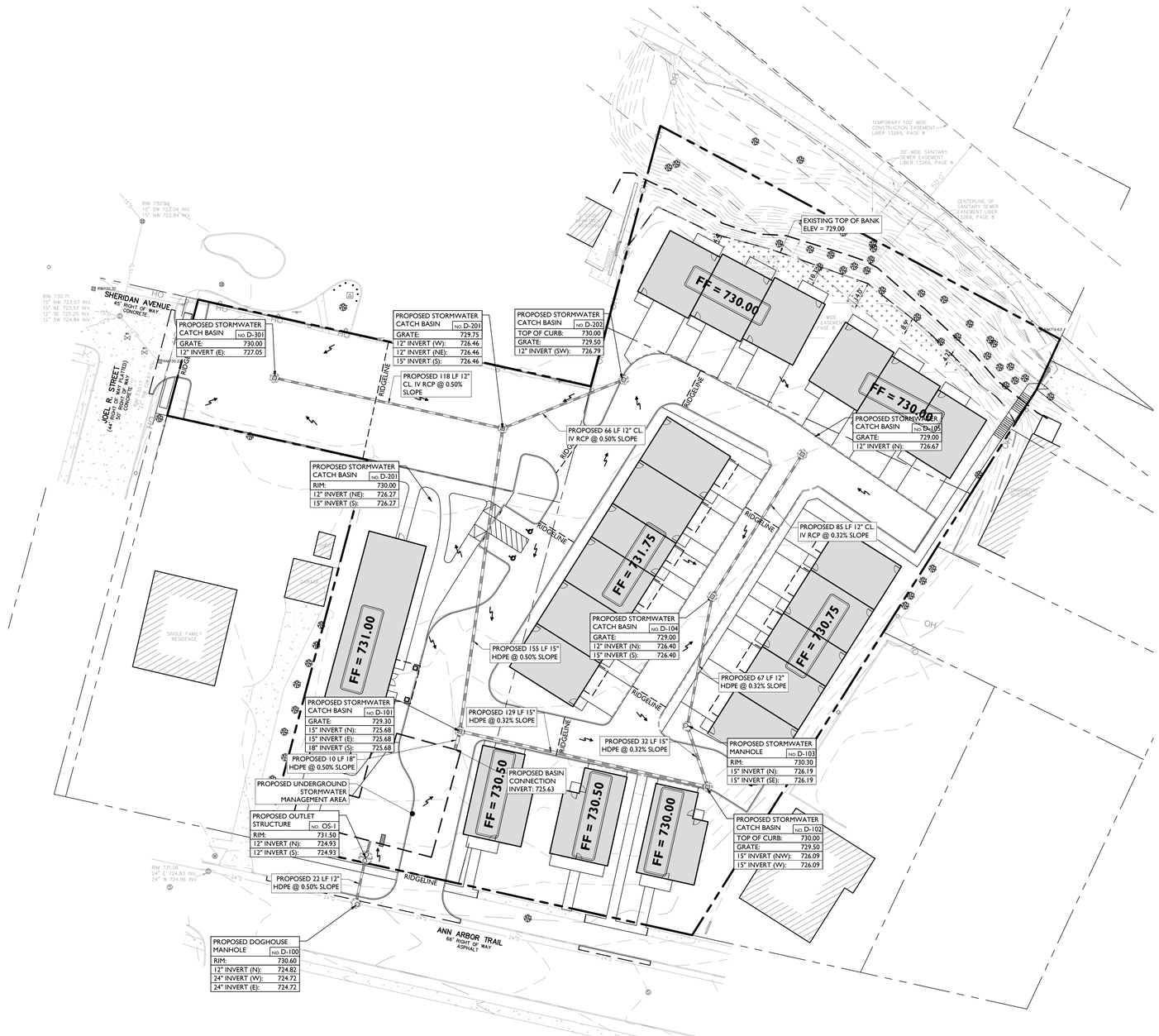
SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: SITE PLAN

DRAWING: C-3

V:\DET\2022\DET-220084\ALL REAL ESTATE, LLC (100%)* ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DP\DTDP-03 SITE.DWG


SHERIDAN AVENUE
45' RIGHT OF WAY
CONCRETE
STREET
SHERIDAN
ANN ARBOR TRAIL
66' RIGHT OF WAY
ASPHALT
SINGLE FAMILY RESIDENCE
COMMERCIAL BUILDING
SITE BENCHMARK:
TOP OF HYDRANT
ELEVATION=734.33
TEMPORARY 100' WIDE CONSTRUCTION EASEMENT LIBER 13269, PAGE 8
30' WIDE SANITARY SEWER EASEMENT LIBER 13269, PAGE 8
CENTERLINE OF SANITARY SEWER EASEMENT LIBER 13269, PAGE 8
FF = 730.00
FF = 730.00
FF = 731.75
FF = 730.75
FF = 731.00
FF = 730.50
FF = 730.50
FF = 730.00
OH
RIM 730.71
15" NW 723.57 INV.
15" NE 723.57 INV.
12" SE 725.25 INV.
12" SW 724.84 INV.
RIM 730.94
24" E 724.83 INV.
24" W 724.96 INV.
RIM 730.59
NO PIPE VISIBLE
POSSIBLE WATER
ELEVATION
RIM 731.06
24" E 724.83 INV.
24" W 724.96 INV.
RIM 730.94
24" E 724.83 INV.
24" W 724.96 INV.
RIM 730.96
24" E 724.83 INV.
24" W 724.96 INV.
RIM 730.94



V:\DET\2022\DET-220084\ALL SEALS_ESTATE, LLC - 1100 W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\PLOTS\P-05 STRM.DWG

SYMBOL	DESCRIPTION
	PROPERTY LINE
100	PROPOSED GRADING CONTOUR
RIDGELINE	PROPOSED GRADING RIDGELINE
	PROPOSED STORMWATER STRUCTURES
	PROPOSED STORMWATER PIPING
	PROPOSED UNDERGROUND OUTLET STRUCTURE

DRAINAGE AND UTILITY NOTES

1. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
2. CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UP-GRADIENT.
3. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IMMEDIATELY IN WRITING.
4. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

1. THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL DOCUMENTS PRIOR TO CONSTRUCTION. THESE DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET.
2. THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOILS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL. SHORING DESIGNS SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC. AND THE OWNER PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PERFORMED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND GROUNDWATER DISPOSAL.

STORMWATER INFILTRATION BMP CONSTRUCTION NOTES

1. PRIOR TO THE START OF CONSTRUCTION, ANY AREA DESIGNATED TO BE USED FOR AN INFILTRATION BMP (E.G. BASIN, BIORETENTION AREA, ETC.) SHALL BE FENCED OFF AND SHALL NOT BE UTILIZED AS STORAGE FOR CONSTRUCTION EQUIPMENT OR AS A STOCKPILE AREA FOR CONSTRUCTION MATERIALS. NO ACTIVITY SHALL BE PERMITTED WITHIN THE INFILTRATION BASIN AREA UNLESS RELATED TO THE CONSTRUCTION OF THE INFILTRATION BASIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL SUBCONTRACTORS OF BASIN AREA RESTRICTIONS.
2. THE CONTRACTOR SHALL MAKE EVERY EFFORT, WHERE PRACTICAL, TO AVOID SUBGRADE SOIL COMPACTION IN THE AREAS DESIGNATED TO BE USED FOR AN INFILTRATION BMP.
3. ALL EXCAVATION WITHIN THE LIMITS OF ANY INFILTRATION BMP SHALL BE PERFORMED WITH THE LIGHTEST PRACTICAL EXCAVATION EQUIPMENT. ALL EXCAVATION EQUIPMENT SHALL BE PLACED OUTSIDE THE LIMITS OF THE BASIN WHERE FEASIBLE. THE USE OF LIGHT-WEIGHT, RUBBER-TIRED EQUIPMENT (LESS THAN 8 PSI APPLIED TO THE GROUND SURFACE) IS RECOMMENDED WITHIN THE BASIN LIMITS.
4. THE SEQUENCE OF SITE CONSTRUCTION SHALL BE COORDINATED WITH BASIN CONSTRUCTION TO ADHERE TO SEQUENCING LIMITATIONS.
5. DURING THE FINAL GRADING OF AN INFILTRATION BASIN, THE BOTTOM OF THE BASIN SHALL BE DEEPLY TILLED WITH A ROTARY TILLER OR DISC HARROW AND THEN SMOOTHED OUT WITH A LEVELING DRAW OR EQUIVALENT GRADING EQUIPMENT. ALL GRADING EQUIPMENT SHALL BE LOCATED OUTSIDE OF THE BASIN BOTTOM WHERE FEASIBLE.
6. FOLLOWING CONSTRUCTION OF AN INFILTRATION BASIN, SOIL INFILTRATION TESTING BY A LICENSED GEOTECHNICAL ENGINEER IS REQUIRED TO CERTIFY COMPLIANCE WITH THE DESIGN INFILTRATION RATES IN ACCORDANCE WITH APPENDIX E OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BEST MANAGEMENT PRACTICES MANUAL, LATEST EDITION. IF THE FIELD INFILTRATION RATES ARE LOWER THAN THE RATE USED DURING DESIGN, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING IMMEDIATELY TO DETERMINE THE APPROPRIATE COURSE OF ACTION.
7. THE CONTRACTOR SHALL NOTIFY THE MUNICIPALITY TO DETERMINE IF WITNESS TESTING IS REQUIRED DURING INFILTRATION BASIN EXCAVATION AND/OR SOIL INFILTRATION TESTING.

STORMWATER UNDERGROUND BMP CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL INSTALL AND BACKFILL THE UNDERGROUND BMP IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
2. UNDERGROUND BASINS SHALL UTILIZE A STONE BACKFILL WITH A MINIMUM VOID RATIO OF 40%.
3. NO CONSTRUCTION LOADING OVER UNDERGROUND BASINS IS PERMITTED UNTIL BACKFILL IS COMPLETE PER THE MANUFACTURER'S SPECIFICATIONS. NO VEHICLES SHALL BE STAGED OR OPERATE FROM A FIXED POSITION OVER THE BASIN.

30' 0' 30' 60'

GRAPHIC SCALE IN FEET
1" = 30'

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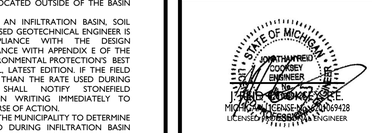
SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030232209
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:
STORMWATER MANAGEMENT PLAN

DRAWING:
C-5

REU DETERMINATION

CHURCH = (0.11 REU / 1,000 SF)(3,400 SF) = 0.374
SINGLE FAMILY RESIDENCE = (1.00 REU / DWELLING)(20 UNITS) = 20.00

INITIAL/ULTIMATE REU: 20.37

PEAKING FACTOR

POPULATION FACTOR: (3.50 PERSONS/REU)

INITIAL/ULTIMATE POPULATION: (20.37 REU)(3.50 PERSONS/REU) = 71.30

INITIAL/ULTIMATE PEAKING FACTOR: $(18+\sqrt{(71.30/1{,}000)}) / ((4+\sqrt{71.30/1{,}000})) = 4.28$

(*) OAKLAND COUNTY WATER RESOURCES COMMISSIONER: APPENDIX VI 2018 SCHEDULE OF UNIT ASSIGNMENT FACTORS

SANITARY BASIS OF DESIGN

CONTRIBUTION PER REU: 350 GPD/REU

AVERAGE FLOW: (350 GPD/REU)(20.37 REU) = 7,130 GPD (0.0110 CFS)

PEAK FLOW: AVERAGE FLOW * PEAKING FACTOR = (7,130 GPD)(4.28) = 30,516 GPD (0.0472 CFS)

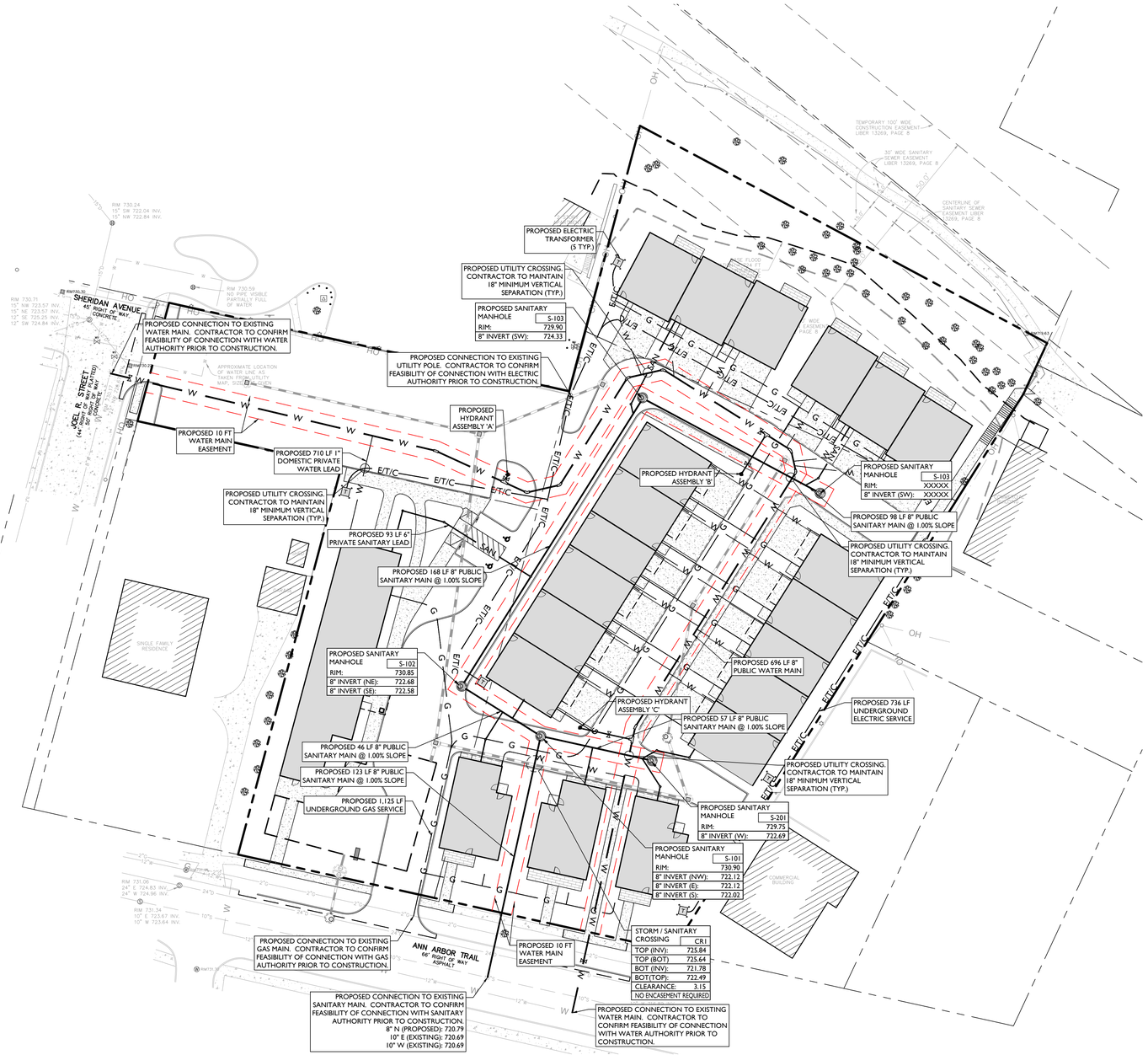
6" LATERAL FLOW (1.00% SLOPE): 0.24 CFS
6" LATERAL VELOCITY (1.00% SLOPE): 2.49 FPS
(WHEN HALF FULL)

WATER BASIS OF DESIGN

CONTRIBUTION PER REU: 350 GPD/REU

AVERAGE FLOW: (350 GPD/REU)(20.37 REU) = 7,130 GPD (0.0110 CFS)

PEAK FLOW: AVERAGE FLOW * PEAKING FACTOR = (7,130 GPD)(4.28) = 30,516 GPD (0.0472 CFS)



SYMBOL / DESCRIPTION

SYMBOL	DESCRIPTION
	PROPERTY LINE
SAN	PROPOSED SANITARY LATERAL
W	PROPOSED DOMESTIC WATER SERVICE
E/T/C	PROPOSED ELECTRICAL/DATA CONDUITS
G	PROPOSED GAS LINE
	PROPOSED VALVE
	PROPOSED WATER TEE / BEND
	PROPOSED FIRE HYDRANT
S	PROPOSED SANITARY MANHOLE / CLEANOUT
T	PROPOSED TRANSFORMER ON CONCRETE PAD WITH BOLLARDS

DRAINAGE AND UTILITY NOTES

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2. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN IN OPERATION ALL UTILITIES NOT DESIGNATED TO BE REMOVED.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ANY EXISTING UTILITY IDENTIFIED TO REMAIN WITHIN THE LIMITS OF THE PROPOSED WORK DURING CONSTRUCTION.
4. A MINIMUM HORIZONTAL SEPARATION OF 10 FEET IS REQUIRED BETWEEN ANY SANITARY SEWER SERVICE AND ANY WATER LINES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. ALL WATER LINES SHALL BE VERTICALLY SEPARATED ABOVE SANITARY SEWER LINES BY A MINIMUM DISTANCE OF 18 INCHES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
6. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR WATER AND SANITARY SEWER CONNECTION IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING GAS, ELECTRIC AND TELECOMMUNICATION CONNECTIONS WITH THE APPROPRIATE GOVERNING AUTHORITY.
8. CONTRACTOR SHALL START CONSTRUCTION OF ANY GRAVITY SEWER AT THE LOWEST INVERT AND WORK UP-GRADIENT.
9. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT HAVE BEEN CAPPED, ABANDONED, OR RELOCATED BASED ON THE DEMOLITION/REMOVAL ACTIVITIES REQUIRED IN THIS PLAN SET. THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.
10. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
Detroit, MI · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099030322709
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN — SOUTHFIELD COOKSEY — ENGINEER — LICENSED PROFESSIONAL ENGINEER — LICENSE NUMBER 6201069428

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

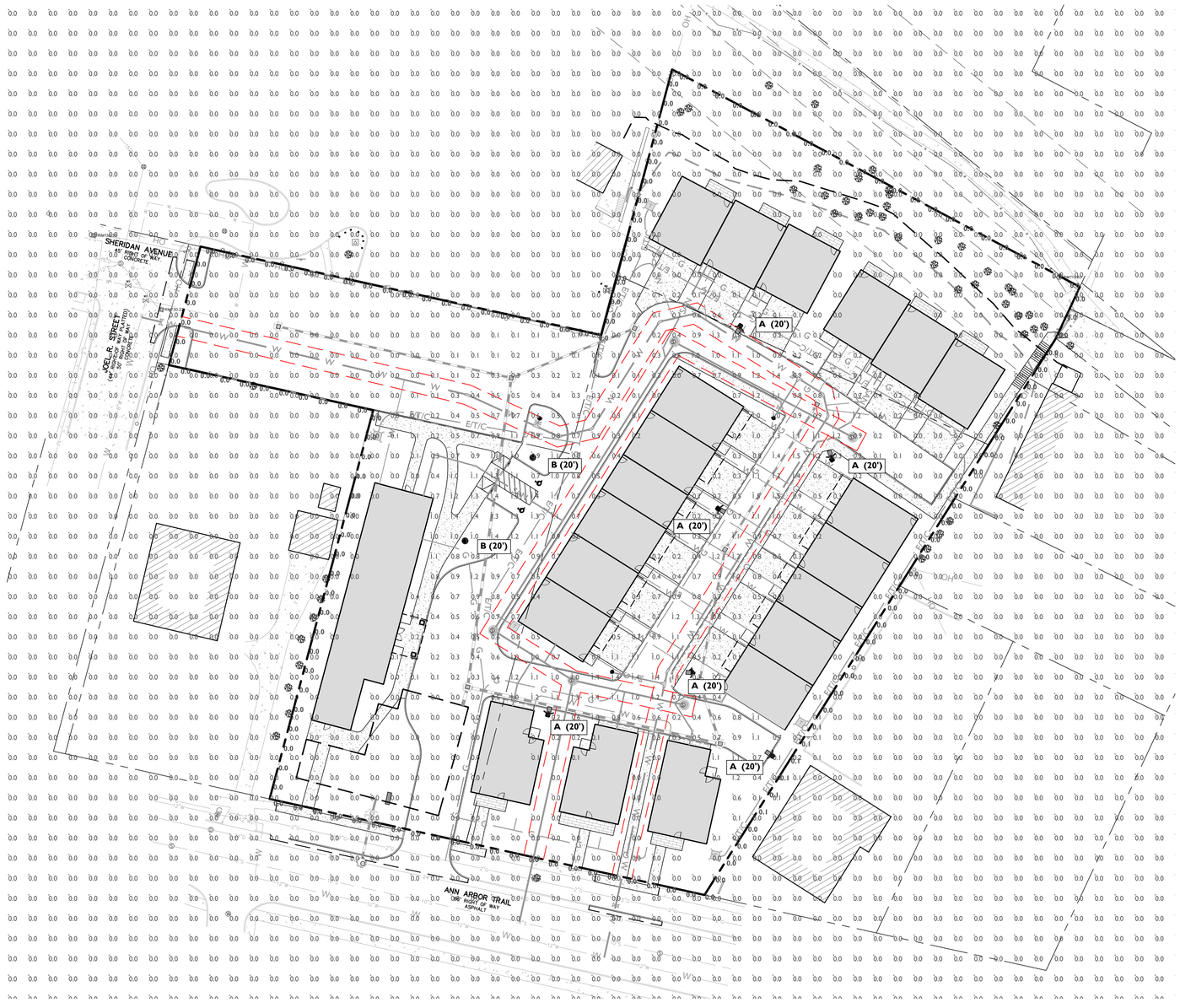
TITLE: UTILITY PLAN

DRAWING: C-6

V:\DET\2022\DET-220084\ALL SEALS_ESTATE, LLC // 1001 ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DWG\PDSP\PA-UTIL.DWG

FIXTURES 'A' & 'B'

PROPOSED LUMINAIRE SCHEDULE							
SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	MANUFACTURER	IES FILE
	A	6	PROV 2 ARCHITECTURAL AREA/SITE W/ HOUSE-SIDE SHIELD - SINGLE	IV	0.90	CURRENT	PROV2-36L-510-4K7-4W-HS.IES
	B	2	PROV 2 ARCHITECTURAL AREA/SITE WIDE, SINGLE	V	0.90	CURRENT	PROV2-36L-510-4K7-4K7-5W.IES



SYMBOL / **DESCRIPTION**

- PROPERTY LINE
- A (XX') — PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT)
- +XX — PROPOSED LIGHTING INTENSITY (FOOTCANDLES)
- PROPOSED AREA LIGHT
- PROPOSED PEDESTRIAN LIGHT

LIGHTING REQUIREMENTS		
CODE SECTION	**REQUIRED**	**PROPOSED**
§ 78-204(a)(1)	ALL OUTDOOR LIGHTING IN RESIDENTIAL USE DISTRICTS USED TO LIGHT THE GENERAL AREA OF A SITE SHALL BE SHIELDED OR DIRECTED IN A MANNER WHICH REDUCES GLARE AND SHALL BE SO ARRANGED AS TO REFLECT OBJECTIONABLE LIGHTS AWAY FROM ALL ADJACENT RESIDENTIAL DISTRICTS OR ADJACENT RESIDENCES	COMPLIES
§ 78-204(b)(3)a.	MAXIMUM PROPERTY LINE (RESIDENTIAL): 0.1 FC	0.0 FC
§ 78-204(b)(3)a.	MAXIMUM PROPERTY LINE (NON-RESIDENTIAL): 1.0 FC	0.1 FC
§ 78-204(b)(3)b.1.	MINIMUM ILLUMINATION OF LIGHTED AREAS (RESIDENTIAL AND CHURCHES): 0.4 FC	0.0 FC (W)
§ 78-204(b)(3)b.1.	MAXIMUM ILLUMINATION OF LIGHTED AREAS (RESIDENTIAL AND CHURCHES): 0.6 FC	1.5 FC (W)
§ 78-204(B)(3)B.1.	MAXIMUM HEIGHT: 25 FT OR HEIGHT OF BUILDING, WHICHEVER IS LESS	20 FT

(W) WAIVER

LIGHTING STATISTICS			
DESCRIPTION	**AVERAGE**	**MINIMUM**	**MAXIMUM**
OVERALL PARCEL	0.28 FC	0.0 FC	1.5 FC
PROPERTY LINE (RESIDENTIAL)	0.0 FC	0.0 FC	0.0 FC
PROPERTY LINE (NON-RESIDENTIAL)	0.2 FC	0.0 FC	0.1 FC

GENERAL LIGHTING NOTES

1. THE LIGHTING LEVELS DEPICTED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LISTED MANUFACTURER. ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH ARE WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER VARIABLE FIELD CONDITIONS.
2. WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DEPICTED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SIMILAR LIGHTING FIXTURE MODEL.
3. UNLESS NOTED ELSEWHERE WITHIN THIS PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS:
   - LIGHT EMITTING DIODES (LED): 0.90
   - HIGH PRESSURE SODIUM: 0.72
   - METAL HALIDE: 0.72
4. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING/ PROPOSED DRAINAGE, UTILITY, OR OTHER IMPROVEMENTS.
5. THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.

30' 0' 30' 60'

GRAPHIC SCALE IN FEET

1" = 30'

ISSUE	DATE	BY	DESCRIPTION
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NOT APPROVED FOR CONSTRUCTION

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www.stonefieldeng.com

607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009010232209
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:

LIGHTING PLAN

DRAWING:

C-7

V:\DET\2022\DET-220084\LL REAL ESTATE LLC\1100W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\PLOTS\DP-01-LIGHT.DWG

LANDSCAPE MAINTENANCE SCHEDULE

MAINTENANCE TASK	WINTER			SPRING				SUMMER				FALL			
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	FREQUENCY	JUNE	JULY	AUGUST	FREQUENCY	SEPTEMBER	OCTOBER	NOVEMBER	FREQUENCY
SITE INSPECTION				X			ONCE PER SEASON		X		ONCE PER SEASON			X	ONCE PER SEASON
DEBRIS & WEED CONTROL				X	X	X	BI-WEEKLY	X	X	X	BI-WEEKLY	X	X		BI-WEEKLY
IRRIGATION MAINTENANCE					X		ONCE PER SEASON				N/A		X		ONCE PER SEASON
MULCHING					X		ONCE PER SEASON				N/A				N/A
SEASONAL PLANTINGS						X	ONCE PER SEASON	X	X	X	WEEKLY	X	X	X	WEEKLY
MOWING OF TURF				X	X	X	WEEKLY	X	X	X	WEEKLY	X	X	X	WEEKLY
MOWING OF WILDFLOWERS							N/A				N/A			X	ONCE PER SEASON
PRUNING				X	X		MONTHLY				N/A			X	ONCE PER SEASON
FERTILIZER & AMENDMENTS				X	X	X	MONTHLY	X	X	X	BI-WEEKLY	X	X	X	BI-WEEKLY
INSECT & DISEASE CONTROL						X	ONCE PER SEASON	X	X	X	BI-WEEKLY	X	X		N/A
PLANTING RENOVATION				X			ONCE PER SEASON				N/A		X		ONCE PER SEASON
LANDSCAPE STRUCTURES INSPECTION					X		ONCE PER SEASON				N/A				N/A
LIGHTING MAINTENANCE				X			ONCE PER SEASON				N/A		X		ONCE PER SEASON
PAVED SURFACE MAINTENANCE					X		ONCE PER SEASON				N/A				N/A

LANDSCAPING AND BUFFER REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
	PARKING AREA SCREENING	
§ 78-167.(e)(1)a.	OFF-STREET PARKING SHALL BE BUFFERED FROM VIEW FROM PUBLIC RIGHTS-OF-WAY	COMPLIES
§ 78-167.(e)(2)d.	MINIMUM 4 FT BUFFER REQUIRED BETWEEN PARKING AREA AND STREET	ANN ARBOR TRAIL: N/A(1) JOEL R STREET: 5.4 FT PROVIDED
	36" HIGH MASONRY SCREENING REQUIRED	36" HIGH EVERGREEN HEDGE PROPOSED
	1 TREE FOR EVERY 40 LF OF FRONTAGE	
	ANN ARBOR TRAIL: NO PARKING PROPOSED	N/A(1)
	JOEL R. STREET: 40 FT	
	(40 FT) * (1 TREE / 40 LF OF FRONTAGE) = 1 TREE	1 TREE PROPOSED
	INTERIOR PARKING LOT LANDSCAPING	
§ 78-168.(a)(1)a.	PARKING LOTS 25 - 100 SPACES: 1 TREE FOR EVERY 10 SPACES	
	(122 SPACES) * (1 TREE / 10 SPACES) = 12 TREES	12 TREES PROPOSED
	100 SF OF LANDSCAPE AREA FOR EVERY 10 SPACES	
	(122 SPACES) * (100 SF / 10 SPACES) = 1,200 SF	1,969 SF PROVIDED
§ 78-168.(a)(2)	MINIMUM LANDSCAPE AREA: 60 SF	55 SF PROVIDED

(N/A) NOT APPLICABLE
(1) INTERNAL DRIVE ISLES AND PARKING DO NOT ABUT ROADWAY FRONTAGE.

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	ACE	7	ACER SACCHARUM	SUGAR MAPLE	3" - 3.5" CAL	B&B	NATIVE, DROUGHT TOLERANT
	CEL	1	CELTIS OCCIDENTALIS	COMMON HACKBERRY	3.5" - 4" CAL	B&B	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
EVERGREEN TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	JVK	24	JUNIPERUS VIRGINIANA 'KETELEERI'	KETELEERI EASTERN REDCEDAR	6' - 7' HT	B&B	NATIVE CULTIVAR
ORNAMENTAL TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	AME	2	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	2" - 2.5" CAL	B&B	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	CER	3	CERCIS CANADENSIS	EASTERN REDBUD	2.5" - 3" CAL	B&B	NATIVE
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	CEA	9	CEANOTHUS AMERICANUS	NEW JERSEY TEA	30" - 36"	POT	NATIVE, DROUGHT TOLERANT
	VER	3	ILEX VERTICILLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	30" - 36"	POT	NATIVE, SALT TOLERANT
	ROS	6	ROSA VIRGINIANA	VIRGINIA ROSE	30" - 36"	POT	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	VIB	7	VIBURNUM ACERIFOLIUM	MAPLELEAF VIBURNUM	36" - 42"	POT	NATIVE, DROUGHT TOLERANT
EVERGREEN SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	ICH	22	ILEX CRENATA 'CHESAPEAKE'	CHESAPEAKE JAPANESE HOLLY	36" - 42"	POT	-
	ILE	39	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY	36" - 42"	POT	DROUGHT TOLERANT, SALT TOLERANT
	TAX	58	TAXUS CANADENSIS	CANADA YEW	30" - 36"	POT	NATIVE, DROUGHT TOLERANT

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.

IRRIGATION NOTE:

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA, PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

LANDSCAPING NOTES

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH .
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

Know what's **below**
Call before you dig.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
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SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030323309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

JONATHAN TED COOKSEY ENGINEER 70128 STATE OF MICHIGAN
JONATHAN T. COOKSEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:

LANDSCAPING PLAN

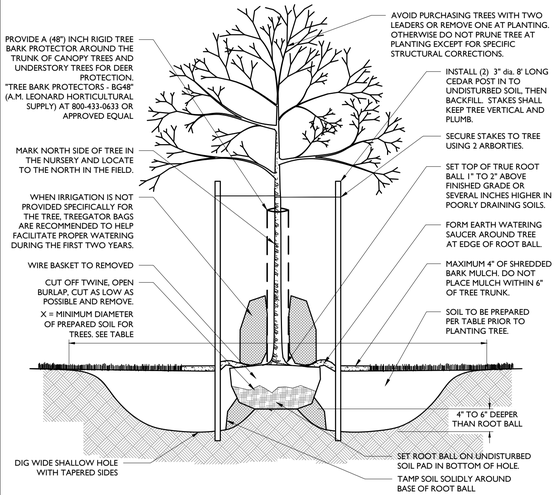
DRAWING:

C-8

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC (1099 ANN ARBOR TRAIL, PLYMOUTH, MI)\ADMIN\PLOTTOP-BLDG LANDSCPNG

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



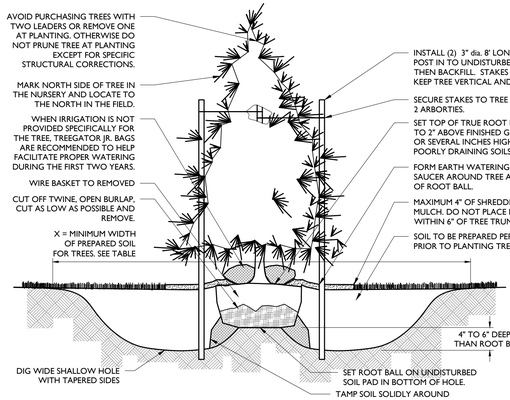
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

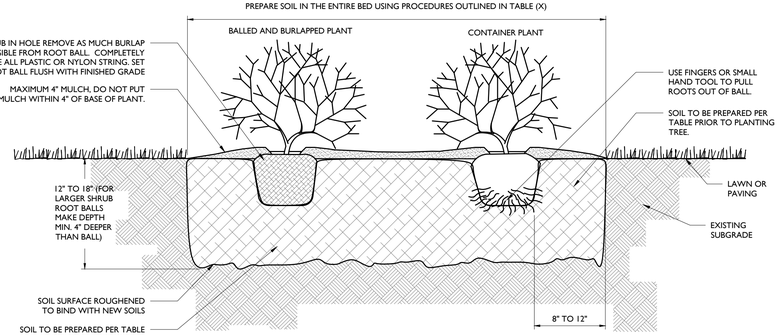


CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

2

PREPARE SOIL IN THE ENTIRE BED USING PROCEDURES OUTLINED IN TABLE (X)



NOTES:

1. FOR CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE SHRUB ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL

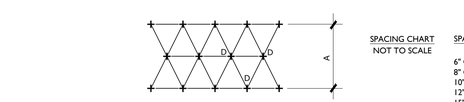
DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

3

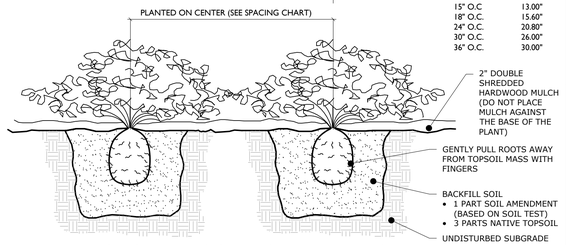
NOTES:

1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
2. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILDS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
3. ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



SPACING CHART
NOT TO SCALE

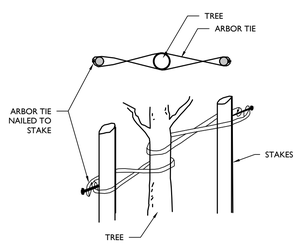
SPACING "D"	ROW "A"
6" O.C.	5.20"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.40"
15" O.C.	13.00"
18" O.C.	15.60"
24" O.C.	20.80"
30" O.C.	26.00"
36" O.C.	30.00"



GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

4



INSTALLATION GUIDELINES:

1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.
2. REMOVE ALL STAKING AND TIES AT END OF FIRST GROWING SEASON.
3. FOLD ENDS OF ARBORTIE BACK. SECURE TO STAKES WITH 1" GALVANIZED ROOFING NAIL OR USE A KNOT.
4. CONSULT LANDSCAPE ARCHITECT FOR STAKING OF TREES LARGER THAN 6".
5. SOURCES INCLUDE:
   GEMPLERS 1-800-332-6744 or GEMPLERS.COM
   CSP OUTDOORS 1-800-592-6940 or CSPOUTDOORS.COM

ARBORTIE DETAIL

NOT TO SCALE

5

GENERAL LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
2. WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
3. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
4. IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
5. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS.) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
6. THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

PROTECTION OF EXISTING VEGETATION NOTES:

1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIP-LINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL." NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
2. IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FIXTURES EITHER EXISTING OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
3. IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIP-LINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
   - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
   - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18") AND FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISH GRADE AT TREE. INSTALL GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, TREE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL."
   - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL."

SOIL PREPARATION AND MULCH NOTES:

1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
2. BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
3. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL OBTAINED FROM A WELL-DRAINED ARABLE SITE, FREE FROM ALL CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL GREATER THAN ONE INCH (1").
4. TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
5. OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
6. CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
7. UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBED AREA OF THE SITE.
8. LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL) IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
9. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
11. DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL SHALL BE USED AS A FOUR INCH (4") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
12. WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
13. SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
14. APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
15. ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

MYCOR® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.

- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER. MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL. APPLY WATER TO SOIL SATURATION.
- MYCOR® TREE SAVER® IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
- SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
- FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
- OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LONG-TERM RELEASE BY SLOW BIODEGRADATION, AND LAST UP TO 2 YEARS AFTER PLANTING. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPLEMENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (B&B) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

IRRIGATION DURING ESTABLISHMENT

SIZE AT PLANTING	IRRIGATION FOR VITALITY	IRRIGATION FOR SURVIVAL
< 2" CALIPER	DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS
2"-4 CALIPER	DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS
4 >" CALIPER	DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED	TWICE WEEKLY FOR FOUR TO FIVE MONTHS

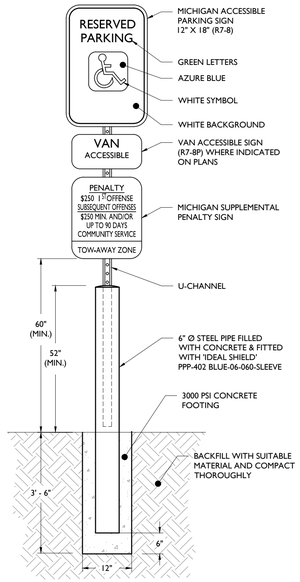
TABLE NOTES:
1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

2. WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER. NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.

3. WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

PLANT QUALITY AND HANDLING NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
3. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
4. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
6. THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. ALL PLANTS DESIGNATED BALL AND BURLAP (B&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
8. PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
9. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING DETAILS.
10. LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES AND COVERED WITH MOISTENED MULCH OR AGED WOODCHIPS. PROPER IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
11. NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
12. PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
13. IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO RELOCATE OR ENLARGE PLANTING PITS OR DELETE PLANT MATERIAL FROM THE CONTRACT.
14. IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS, AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
15. INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
    PLANTS (MARCH 15 - DECEMBER 15)
    LAWNS (MARCH 15 - JUNE

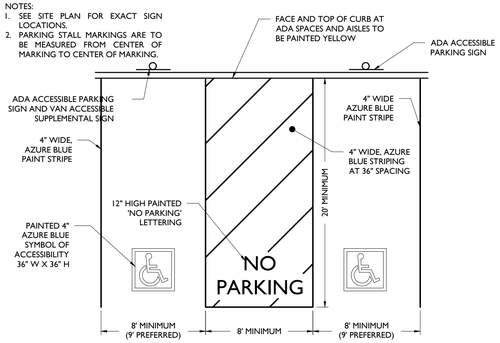


ACCESSIBLE PARKING SIGN WITH BOLLARD DETAIL

NOT TO SCALE

1

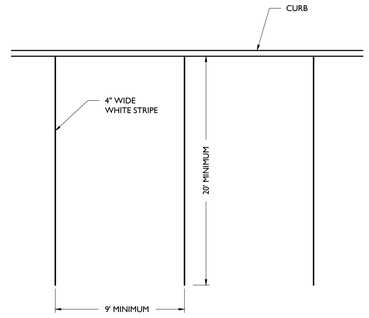
NOTES:
1. SEE SITE PLAN FOR EXACT SIGN LOCATIONS.
2. PARKING STALL MARKINGS ARE TO BE MEASURED FROM CENTER OF MARKING TO CENTER OF MARKING.



ACCESSIBLE PARKING STALL MARKINGS

NOT TO SCALE

2



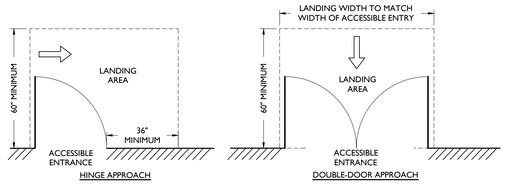
90° PARKING STALL MARKINGS

NOT TO SCALE

3

PAVEMENT STRIPING & MARKINGS NOTES:
1. ALL SIGNING AND STRIPING IN EXISTING CONDITION IN CONFLICT WITH THE PROPOSED DESIGN PLAN SHALL BE REMOVED.
2. ALL PROPOSED SIGNING AND STRIPING SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
3. PAVEMENT STRIPING AND MARKINGS SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS.
4. UNLESS OTHERWISE SPECIFIED, ALL STRIPING AND MARKINGS IN THE PUBLIC RIGHT-OF-WAY SHALL BE OF THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.
5. UNLESS OTHERWISE SPECIFIED, ON SITE PARKING STALL STRIPING, FIRE LANE STRIPING AND DIRECTIONAL ARROWS SHALL BE EPOXY PAINT. ON SITE STOP BARS, "DO NOT ENTER" BARS, AND ASSOCIATED LETTERING SHALL BE THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.

4

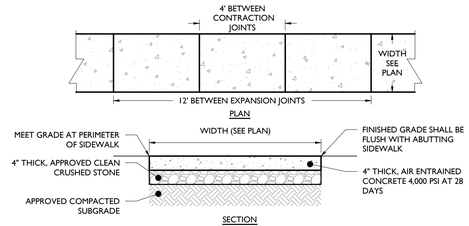


ACCESSIBLE ENTRANCE LANDING DETAIL

NOT TO SCALE

NOTES:
1. MAXIMUM SLOPE ON LANDING SHALL BE 1:50 IN ALL DIRECTIONS
2. DIMENSIONS SHOWN HERE ARE THE MINIMUM DIMENSIONS REQUIRED FOR AN ADA COMPLIANT LANDING AT THE ACCESSIBLE ENTRANCE. REFER TO SITE PLAN FOR SITE SPECIFIC DIMENSIONS THAT MAY SPECIFY A LARGER LANDING AREA.
3. CONTRACTOR SHALL CONTACT THE ENGINEER BEFORE CONSTRUCTION IF THE ACCESSIBLE ENTRANCE ON SITE DOES NOT MATCH THE SCENARIO SHOWN ABOVE.

5

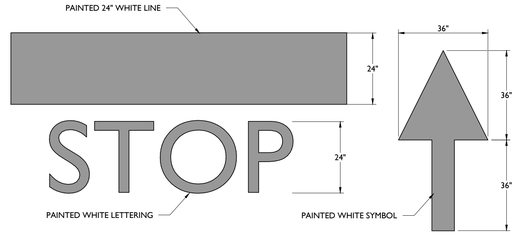


CONCRETE WALKWAY DETAIL

NOT TO SCALE

NOTES:
1. MAXIMUM CROSS SLOPE SHALL BE ¼" PER FOOT.
2. ½" EXPANSION JOINTS SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ¼" FROM THE SURFACE.
3. 1" DEEP BY ¼" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT 4' INTERVALS.
4. EXPANSION JOIN SHALL BE PROVIDED WHERE ADJACENT TO A BUILDING.

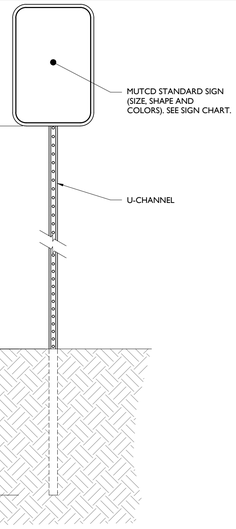
6



STOP BAR & ARROW DETAILS

NOT TO SCALE

7



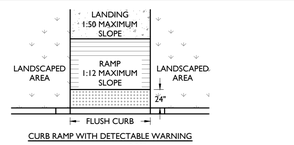
M.U.T.C.D. NUMBER	TEXT	COLOR		SIZE OF SIGN (WIDTH X HEIGHT)	TYPE OF MOUNT
		LEGEND	BACKGROUND		
STOP SIGN (R1-1)	STOP	WHITE	RED	36"x36"	GROUND
DO NOT ENTER (R5-1)	DO NOT ENTER	RED	WHITE	30"x30"	GROUND

NOTES:
1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), EXCEPT AS NOTED.
2. ALL SIGNS SHALL BE MOUNTED AS TO NOT OBSTRUCT THE SHAPE OF "STOP" (R1-1) AND "YIELD" (R1-2) SIGNS.

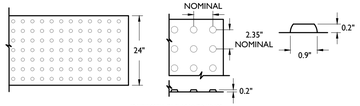
SIGN DETAIL & DATA TABLE

NOT TO SCALE

8



CURB RAMP WITH DETECTABLE WARNING



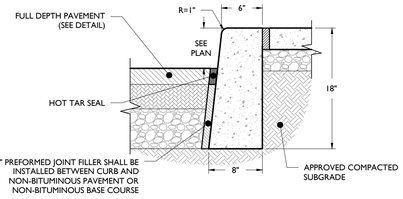
DETECTABLE WARNING

CURB RAMP DETAIL

NOT TO SCALE

NOTES:
1. CROSS SLOPE ON RAMP SHALL NOT EXCEED 2%
2. A FLUSH CURB SHALL HAVE A MINIMUM WIDTH OF 36". SEE PLAN FOR EXACT WIDTH.
3. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
4. VISUAL CONTRAST: THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE.
5. DETECTABLE WARNING STRIP REQUIRED WHERE RAMP DIRECTS PEDESTRIAN TRAFFIC TOWARDS VEHICLE TRAVEL WAY. WARNING STRIP SHALL BE CAST-IN-PLACE.
6. RAMP SHALL HAVE A MAXIMUM RISE OF 6" WITHOUT A HANDRAIL

9



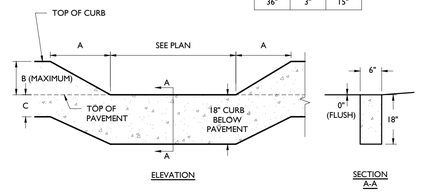
CONCRETE CURB DETAIL

NOT TO SCALE

NOTES:
1. CONCRETE SHALL BE 3500 PSI AT 28 DAYS, AIR-ENTRAINED.
2. TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ¼" FROM SURFACE.
3. HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
4. 18" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

10

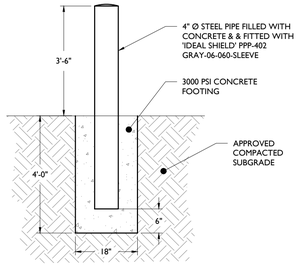
FLUSH CURB DIMENSIONS		
A	B	C
72"	6"	12"
60"	5"	13"
48"	4"	14"
36"	3"	15"



FLUSH CURB DETAIL

NOT TO SCALE

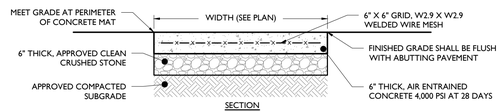
11



BOLLARD DETAIL

NOT TO SCALE

12

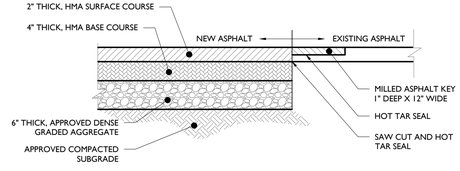


REINFORCED 6" CONCRETE MAT (FOR TRANSFORMER PAD)

NOT TO SCALE

NOTES:
1. ½" EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ½" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
2. 1" DEEP BY ½" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.
3. CONCRETE SHALL RECEIVE BROOM FINISH.
4. ALL EXPOSED CORNERS TO HAVE 12" CHAMFER.

13



FULL DEPTH ASPHALT PAVEMENT DETAIL

NOT TO SCALE

NOTE:
HMA MIX AND DENSE GRADED AGGREGATE SHALL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

14

ISSUE	DATE	BY	DESCRIPTION
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099203232109
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

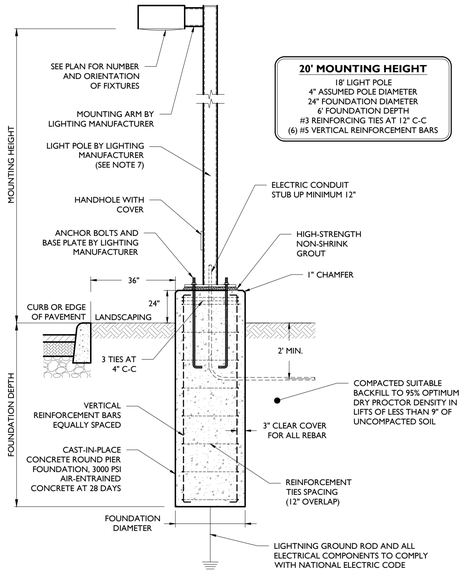
STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: CONSTRUCTION DETAILS

DRAWING: C-10

V:\DET\2022\DET-220084-LL-REAL ESTATE, LLC-1100 W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DP\DET-DP-11-DETS.DWG



LIGHT POLE INSTALLATION DETAIL

NOT TO SCALE

NOTES:
1. MINIMUM SOIL BEARING PRESSURE OF 1500 PSF, SOIL FRICTION ANGLE OF 30 DEGREES, AND SOIL DRY UNIT WEIGHT OF 120 PCF SHALL BE CONFIRMED IN THE FIELD BY A QUALIFIED PROFESSIONAL.
2. CAST-IN-PLACE CONCRETE SHALL BE CONSOLIDATED USING VIBRATOR.
3. ALL REBAR TO BE NEW GRADE 60 STEEL.
4. PRE-CAST PIERS ACCEPTABLE UPON WRITTEN APPROVAL OF SHOP DRAWING BY ENGINEER.
5. CONCRETE TO BE INSTALLED A MINIMUM OF 7 DAYS PRIOR TO INSTALLING LIGHT POLE. POURED CONCRETE MIX REQUIRED TO OBTAIN 80% OF DESIGN STRENGTH PRIOR TO INSTALLING LIGHT POLE.
6. CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 4" (WITHIN 1" TOLERANCE).
7. POLE SHALL BE RATED FOR 10 MPH HIGHER THAN MAXIMUM WIND SPEED 33FT ABOVE GROUND FOR THE AREA BASED ON ANSI/ASCE 7-93.
8. POUR TO BE TERMINATED AT A FORM.
9. WORK SHALL CONFORM TO ACI BEST PRACTICES FOR APPROPRIATE TEMPERATURE AND WEATHER CONDITIONS.
10. CONTRACTOR TO TEMPORARILY SUPPORT ADJACENT SOIL AND STRUCTURES DURING EXCAVATION IF REQUIRED.

1

architectural area lighting

PROV2
ARCHITECTURAL AREA/SITE

DATE: | LOCATION:
TYPE: | PROJECT:
CATALOG #:

FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- Amber, 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral Surge protection: 10k in parallel, 20k in series
- Upgrade Kits

PROVIDENCE®

Providence Medium

3000K and warmer CCTs only

PROV2-36L-510-4K7-4W-HS.IES

PROV2-36L-510-4K7-5W.IES

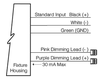
SPECIFICATIONS

CONSTRUCTION
- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses are tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish to match the luminaire housing

LED/OPTICS
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features individual LED optical control based on high performance TIR optical designs
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens

INSTALLATION
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

ELECTRICAL
- Luminaires have UL recognized integral surge protection, and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372 J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control



- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment
- Surge protection: 10,000k in parallel, 20,000k in series

CONTROLS
- Egress adapter(s) will slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) are prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

CONTROLS (CONTINUED)
- Egress adapter will require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter will have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others
- Photocell adapter includes a 7-Pin internal twist lock receptacle. Photocell by others

CERTIFICATIONS
- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 5/29/2020

WARRANTY
- 5 year warranty

KEY DATA	
LUMEN RANGE	1,81-9,336
WATTAGE RANGE	31.52–71.6
EFFICACY RANGE (LPW)	44.9–118.9
INPUT CURRENT RANGE (mA)	295–615 mA
WEIGHT	29 lbs / 13.15 kg
EPA	1.33

Current

currentlighting.com/aal

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SPECIFICATIONS FOR FIXTURE 'A' & 'B'

NOT TO SCALE

2

architectural area lighting

PROV2
ARCHITECTURAL AREA/SITE

DATE: | LOCATION:
TYPE: | PROJECT:
CATALOG #:

ORDERING GUIDE

Example: PROV2-36L-325-3K7-4W-BL-SLA1-DF-HS-AD5-UNV

CATALOG #

HOUSING

PROV2

Housing		LED Quantity	
PROV2	Providence Medium 2.0	36L	36 LED

Lumen output	
295	450mA Microcore Equivalent
325	525mA, 4500 Lumens
510	510mA, 6500 Lumens
525	700mA Microcore Equivalent
615	615mA, 7500 Lumens

CCT/CRI	
AMB	Amber 595nm Peak [1]
3K7	3000K, 70 CRI
4K7	4000K, 70 CRI
5K7	5000K, 70 CRI

Contact factory for options listed below

27K8	2700K, 80 CRI

80 or 90 CRI for standard color temperatures

Distribution	
1	Type I
2	Type II
3	Type III
4W	Type IV Wide
5Q	Type V Square
5W	Type V Wide

Finish	
BLS	Black Gloss Smooth
BLT	Black Matte Textured
DBS	Dark Bronze Gloss Smooth
DBT	Dark Bronze Matte Textured
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
LGT	Light Grey Matte Textured
PSS	Platinum Silver Gloss Smooth
VGT	Verde Green Matte Textured
WHS	White Gloss Smooth
WHT	White Matte Textured

Color Option

CC [1]	Custom Color

Mounting	
Pole Mount	
STND_MNT [4]	Standard Mount
PT23	3 3/8" tenon
PT3	3" tenon
PT4	4" tenon
Arm Mount	
SLA1	4" pole or tenon
TRASU-4	4" pole or tenon
TRAEU-4	4" pole or tenon
TRABU-4	4" pole or tenon
TRASS-4	4" pole or tenon
TRASU-5	5" pole or tenon
TRAEU-5	5" pole or tenon
TRABU-5	5" pole or tenon
TRASS-5	5" pole or tenon
TRAS6-5	5" pole or tenon
TRAS6-6	5" pole or tenon
Wall Mount	
WMA55	Wall Mount
WMA56	Wall Mount
Pier Mount	
PM1	Pier Mount 1
PM2	Pier Mount 2
PM3	Pier Mount 3

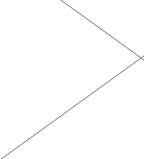
Optional Lens	
CL	Clear Lens
DL	Diffused Lens [3]

Options	
HS	House Side Shield [4,5]
PFN	Brass Colored Finish
SPK	Cast Spikes
BPS	Brass Colored Struts
SF	Single Fuse (120, 277)
DF	Double Fuse (208, 240)

Mounting Options	
AD5	Adaptor-5" OD Pole
PCA-C	Photocell Adapter Contemporary
PCA-T	Rotatable photocell housing. The housing slips over a 4"/100mm o.d. poles a fixture slips over the 4"/100mm O.D tenon. Includes an internal twist lock receptacle, and an access cover with integral lens and stainless steel tether. Adds 5"/125mm to the overall height of the pole/fixture assembly. Prewire don the load side and line side for easy installation. Photocell by others
EPA-C	Egress Adapter Contemporary

Voltage	
UNV	120-277V

DIMENSIONS



Notes:
1. Turtle Friendly
2. Diffused Lens is available only with T3 and T5W distribution
3. House side Shield is available only with T1, T2, T3 and T4W distributions
4. Consult factory for custom color, metrie and corrosive finish options
5. Contact Factory for additional glare shield options
6. Slide over 4" OD Pole

Current

currentlighting.com/aal

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SPECIFICATIONS FOR FIXTURE 'A' & 'B'

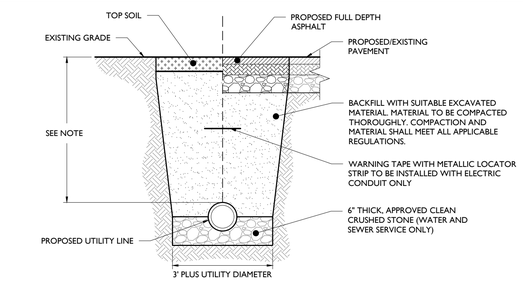
NOT TO SCALE

3

WAYNE COUNTY DPS GENERAL NOTES:

1. ALL WORK WITHIN THE WAYNE COUNTY ROAD RIGHT-OF-WAY (ROW) AND DRAIN EASEMENT SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND GENERAL SPECIFICATIONS, INCLUDING SOIL EROSION AND SEDIMENTATION CONTROL OF THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, AND MDOT 2012 SPECIFICATIONS FOR CONSTRUCTION.
2. THESE PLANS ARE NOT VALID WITHOUT ATTACHMENT OF THE WAYNE COUNTY PERMIT SPECIFICATIONS FOR CONSTRUCTION WITHIN THE ROAD ROW, PARKS, DRAIN EASEMENT OR SANITARY SEWER UNDER JURISDICTION OF THE WAYNE COUNTY (07/01/93) REVISED 12/15/2004
3. CONTRACTOR SHALL CONTACT MISS DIG AT 811 TO IDENTIFY AND FLAG / MARK THE LOCATIONS OF ALL UNDERGROUND UTILITIES AT THE PROPOSED CONSTRUCTION AREAS PRIOR TO START OF CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES, AND RESOLVE ANY CONFLICT BETWEEN THE PROPOSED WORK AND THE EXISTING UNDERGROUND OR ABOVEGROUND UTILITIES.
4. CONTRACTOR SHALL MAINTAIN 18" MINIMUM VERTICAL CLEARANCE AND 3 FEET MINIMUM HORIZONTAL CLEARANCE BETWEEN THE PROPOSED AND EXISTING UTILITIES. ANY PROPOSED UTILITY PERMITTED TO CROSS UNDER THE ROAD OR DRAIN, MUST BE PLACED A MINIMUM OF 7 FEET BELOW THE LOWEST POINT OF THE ROAD, OR 6 FEET BELOW THE DRAIN BOTTOM, OVERHEAD WIRES/CABLES MUST BE INSTALLED 18 FEET MINIMUM ABOVE THE ROAD CENTERLINE. TO RELOCATE ANY UTILITY WITHIN THE ROAD ROW, THE CONTRACTOR SHALL COORDINATE THE RELOCATION WITH THE UTILITY COMPANY AND AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
5. ALL SURVEY MONUMENTS / CORNERS AND BENCH MARKS LOCATED WITHIN THE CONSTRUCTION AREA MUST BE PRESERVED IN ACCORDANCE WITH PUBLIC ACT 74 AS AMENDED (INCLUDING ACT 34, P.A. 2000) AND AS PER WAYNE COUNTY PERMIT RULE 1.5. THE PERMIT HOLDER AND CONTRACTOR SHALL COORDINATE THE WORK WITH A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MICHIGAN DURING CONSTRUCTION ACTIVITIES FOR THE PURPOSE OF WITNESSING, PRESERVING OR REPLACING SURVEY MONUMENTS AND MONUMENT BOXES.
6. EXPOSURE OF ANY UTILITIES UNDER THE PAVEMENT WILL NOT BE PERMITTED, UNLESS APPROVED BY THE WAYNE COUNTY ENGINEER. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE PERFORMED PER APPLICABLE WAYNE COUNTY STANDARD DETAILS AN AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
7. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE WAYNE COUNTY ROAD ROW AND DRAIN EASEMENT WITH 3" TOPSOIL, THM SEED MIX AND MULCH. SLOPES STEEPER THAN 1 ON 3 SHALL BE RESTORED BY PLACING SOD ON 2" TOPSOIL.
8. ALL BACKFILLS UNDER OR WITHIN 3 FEET OF THE PROPOSED OR EXISTING PAVEMENT, CURB OR SIDEWALK SHALL CONFORM TO THE WAYNE COUNTY TRENCH "B" BACKFILL REQUIREMENTS. TRENCH "A" BACKFILL MAY BE USED WITHIN THE ROAD ROW AREAS UNDER CONDITIONS OTHER THAN THOSE SPECIFIED FOR TRENCH "B".
9. CONTRACTOR IS RESPONSIBLE FOR RESTORING OR REPLACING ALL DISTURBED LANDSCAPED AREAS, SPRINKLER SYSTEMS, FENCES, SIGNS, MAIL BOXES, ETC. WITHIN THE WAYNE COUNTY ROAD ROW AND / OR AS DIRECTED BY THE COUNTY ENGINEER.
10. CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES. OTHERWISE, DETOURING TRAFFIC MUST BE PER APPROVED PLANS. ALL SIGNING AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF M.M.U.T.C.D.
11. MAINTAIN A SAFE AND ADEQUATE TRAVEL ROUTE FOR PEDESTRIANS AT ALL TIMES THROUGHOUT THE PROJECT DURATION.
12. TUNNELING, BORING AND JACKING OPERATIONS SHALL BE IN ACCORDANCE WITH THE WAYNE COUNTY SPECIFICATIONS AND DETAILS. BORE PITS SHALL BE PLACED AT MINIMUM 10 FEET FROM THE BACK OF CURB OR EDGE OF PAVEMENT.
13. REMOVE ALL ABANDONED CONDUITS FROM THE COUNTY ROADS ROW OR AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
14. CONTRACTOR SHALL PROVIDE COLD WEATHER PROTECTION FOR ALL PROPOSED CONCRETE WORK (PAVEMENTS, SIDEWALKS, DRIVE APPROACHES, ETC.) AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
15. OVERNIGHT VEHICLE PARKING AND STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT'S ARE NOT PERMITTED WITHIN THE WAYNE COUNTY ROADS RIGHTS-OF-WAY.
16. CONTRACTOR SHOULD OBTAIN SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FROM THE WAYNE COUNTY DPS. CONTACT THE WAYNE COUNTY SOIL EROSION OFFICE AT (734) 326-5565, OR THE COMMUNITY HAVING JURISDICTION OVER THE SOIL EROSION PERMIT.
17. CONTRACTOR SHALL NOTIFY THE WAYNE COUNTY TRAFFIC SIGNAL SHOP AT (734) 955-2161 AT LEAST 72 HOURS PRIOR TO START OF WORK AT OR NEAR ANY SIGNALIZED INTERSECTIONS.
18. CONTRACTOR SHALL NOTIFY WAYNE COUNTY 72 HOURS PRIOR TO START OF CONSTRUCTION. CONTACT THE PERMIT OFFICE AT (734) 858-2761.

4



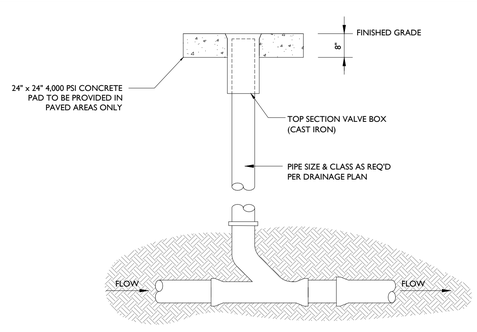
UTILITY TRENCH DETAIL

NOT TO SCALE

NOTE:

MINIMUM PIPE COVER SHALL BE AS FOLLOW:
- ELECTRIC SERVICE - PER APPLICABLE UTILITY AUTHORITY
- GAS SERVICE - PER APPLICABLE UTILITY AUTHORITY
- SEWER SERVICE - 36" MINIMUM
- WATER SERVICE - 48" MINIMUM

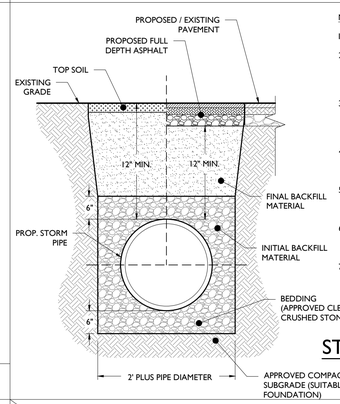
5



CLEAN-OUT

NOT TO SCALE

6

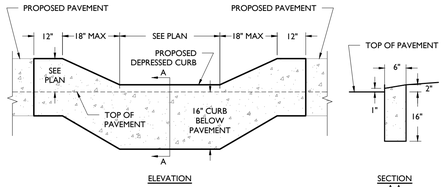


NOTES:
1. ALL PIPE SYSTEM INSTALLATIONS SHALL MEET ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
2. ALL HDPE PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS" (LATEST EDITION).
3. ALL RCP PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C76-15, "STANDARD SPECIFICATION FOR REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE" (LATEST EDITION).
4. FOR NON HDPE OR RCP PIPE INSTALLATIONS, CONTRACTOR SHALL INSTALL PIPE IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
5. WHERE THE TRENCH BOTTOM IS UNSTABLE, CONTRACTOR SHALL PROVIDE SUITABLE BACKFILL MATERIAL AS REQUIRED BY ENGINEER OR PER GEOTECH RECOMMENDATIONS.
6. MINIMUM COVER IN TRAFFIC AREAS IS 12" UP TO 48" DIAMETER PIPE AND 24" FOR 54" - 60" DIAMETER PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT.
7. CONTRACTOR SHALL INSTALL SUITABLE MATERIAL FOR INITIAL AND FINAL BACKFILL. BACKFILL COMPACTION SHOULD MEET ALL APPLICABLE STANDARDS AND SPECIFICATIONS.

STORM TRENCH DETAIL

NOT TO SCALE

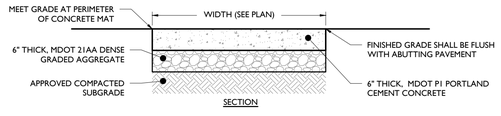
7



DEPRESSED CURB DETAIL

NOT TO SCALE

8



STANDARD DUTY CONCRETE PAVEMENT

NOTES:

NOT TO SCALE

1. ½" EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ½" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
2. 1" DEEP BY ½" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.
3. CONCRETE SHALL RECEIVE BROOM FINISH.
4. ALL EXPOSED CORNERS TO HAVE 12" CHAMFER.

9

1	04/15/2024	JRC
ISSUE	DATE	BY

SUBMISSION FOR PRELIMINARY FUD APPROVAL — DESCRIPTION

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
Detroit, MI · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 490930232209
I 100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN FRED COOKSEY
ENGINEER
JONATHAN F. COOKSEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: CONSTRUCTION DETAILS

DRAWING: C-11

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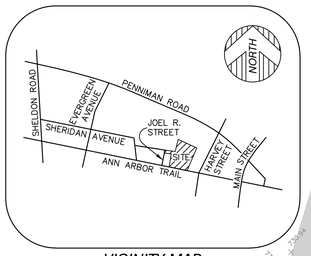


VICINITY MAP

(NOT TO SCALE)

PARKING

HANDICAP PARKING = 2 STALLS
STANDARD PARKING = 94 STALLS

PARCEL AREA

97,818 SQUARE FEET = 2.25 ACRES

BASIS OF BEARING

SOUTH 77°32'41" EAST, BEING THE NORTHERLY RIGHT OF WAY LINE OF ANN ARBOR TRAIL AS SHOWN IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS.

BENCHMARK

TOP OF HYDRANT.
ELEVATION = 734.37' (NAVD 88)

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

- SET 1/2" REBAR WITH CAP P.S. 47976
- FOUND MONUMENT (AS NOTED)
- 000.00 GROUND POINT
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- TRANSFORMER
- UTILITY POLE
- LIGHT POLE WITH STREET LAMP
- LIGHTPOST/LAMP POST
- FIRE HYDRANT
- WATER VALVE
- BOLLARD
- STORM MANHOLE
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- CLEANOUT
- SANITARY MANHOLE
- SINGLE POST SIGN
- HANDICAP PARKING
- PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- EASEMENT (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- CURB (AS SHOWN)
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- G GAS LINE
- S SANITARY LINE
- D STORM LINE
- W WATER LINE
- FLOOD LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- BUILDING AREA
- ASPHALT
- CONCRETE

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN:

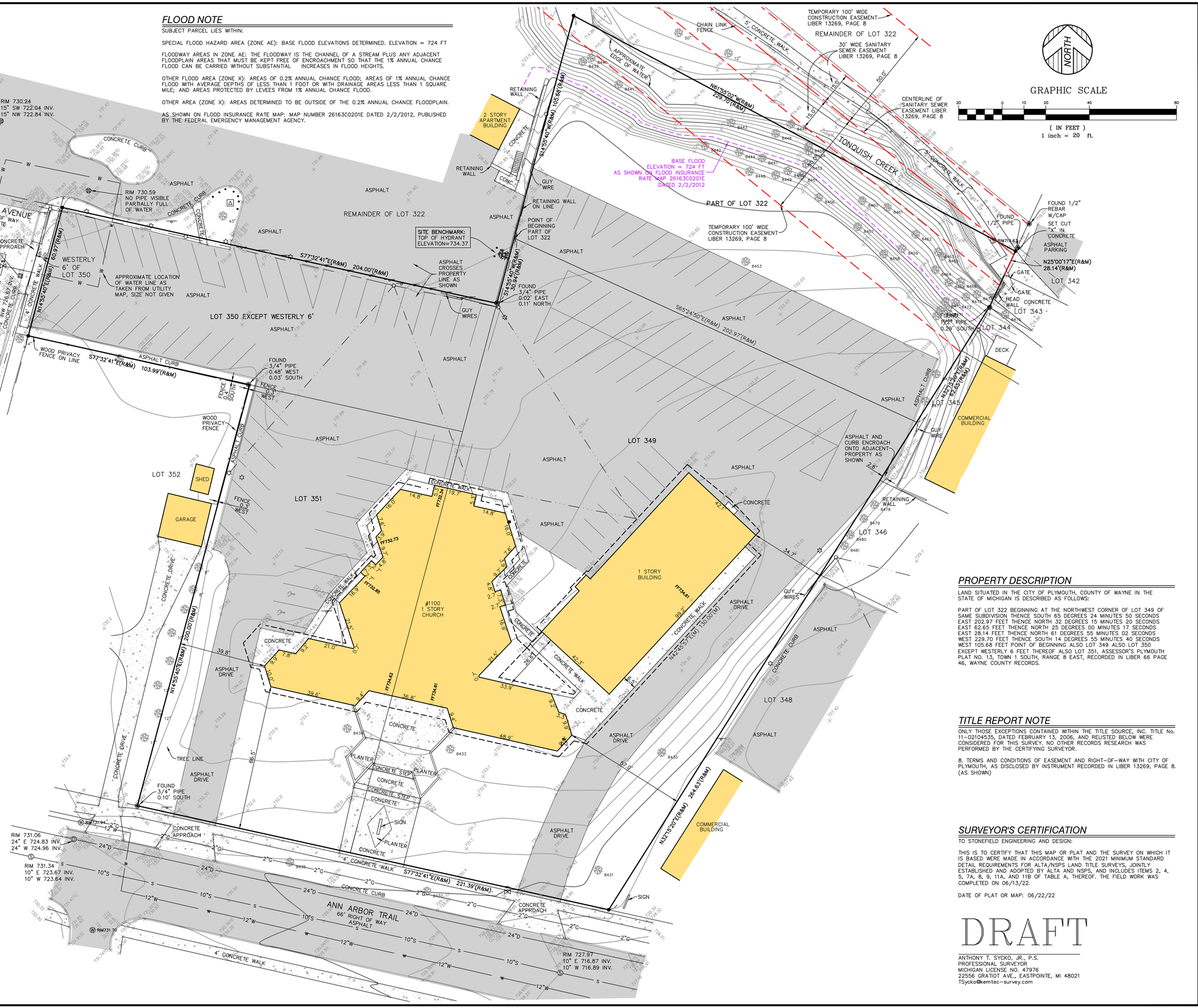
SPECIAL FLOOD HAZARD AREA (ZONE AE): BASE FLOOD ELEVATIONS DETERMINED. ELEVATION = 724 FT

FLOODWAY AREAS IN ZONE AE: THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

OTHER FLOOD AREA (ZONE X): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26163C0201E DATED 2/2/2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE IN THE STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

PART OF LOT 322 BEGINNING AT THE NORTHWEST CORNER OF LOT 349 OF SAME SUBDIVISION THENCE SOUTH 65 DEGREES 24 MINUTES 50 SECONDS EAST 202.97 FEET THENCE NORTH 32 DEGREES 15 MINUTES 20 SECONDS EAST 62.65 FEET THENCE NORTH 25 DEGREES 00 MINUTES 17 SECONDS EAST 28.14 FEET THENCE NORTH 61 DEGREES 55 MINUTES 02 SECONDS WEST 229.70 FEET THENCE SOUTH 14 DEGREES 55 MINUTES 40 SECONDS WEST 105.68 FEET POINT OF BEGINNING ALSO LOT 349 ALSO LOT 350 EXCEPT WESTERLY 6 FEET THEREOF ALSO LOT 351, ASSESSOR'S PLYMOUTH PLAT NO. 13, TOWN 1 SOUTH, RANGE 8 EAST, RECORDED IN LIBER 66 PAGE 46, WAYNE COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE TITLE SOURCE, INC. TITLE No. 11-02104535, DATED FEBRUARY 13, 2006, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

8. TERMS AND CONDITIONS OF EASEMENT AND RIGHT-OF-WAY WITH CITY OF PLYMOUTH, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 13269, PAGE 8. (AS SHOWN)

SURVEYOR'S CERTIFICATION

TO STONEFIELD ENGINEERING AND DESIGN:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 06/13/22.

DATE OF PLAT OR MAP: 06/22/22

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemtec-survey.com

KEM-TEC
PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
A GEOPOST COMPANIES
Eastpointe (800) 295.7222
Ann Arbor (734) 994.0888
Detroit (313) 755.0677
Grand Blanc (888) 694.0001
www.kemtecgroupofcompanies.com

ALTA / NSPS LAND TITLE SURVEY

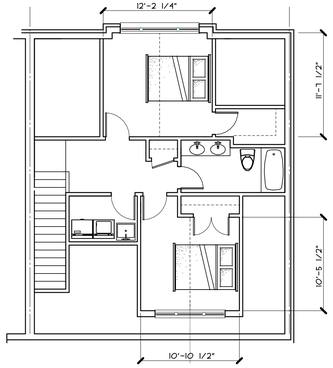
PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN
1100 W. ANN ARBOR TRAIL, PLYMOUTH, MICHIGAN,
PART OF SECTION 27,
TOWN 1 SOUTH, RANGE 8 EAST

REVISION	DATE	BY	DESCRIPTION

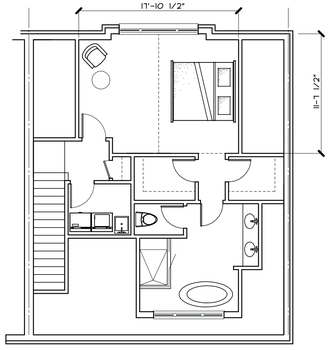
DRAWN BY:	MRJ
CHECKED BY:	MRJ
DATE:	JUNE 22, 2022
PROJECT NO.	22-01402
SCALE:	1" = 20'

1

1 OF 1 SHEETS



29' WIDE



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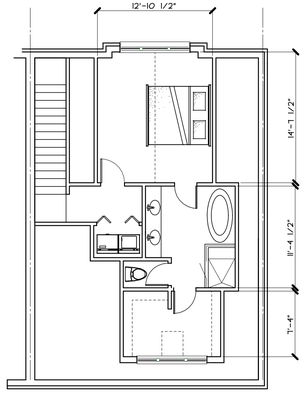
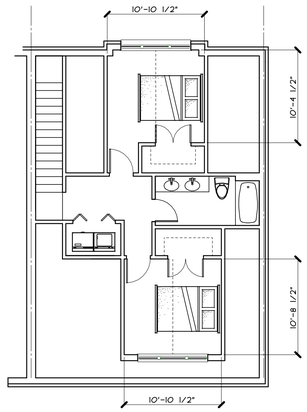


26' WIDE



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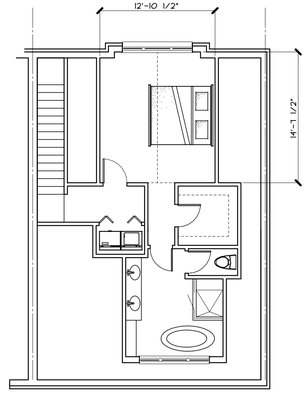
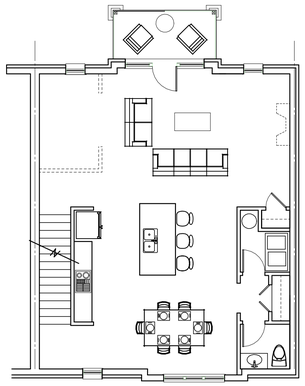
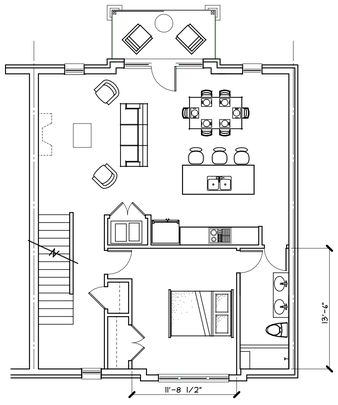
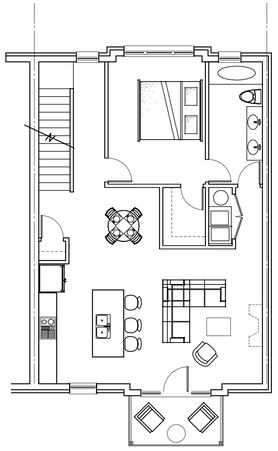


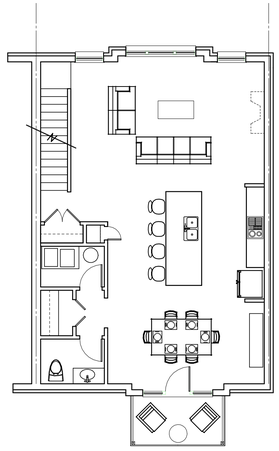
26' WIDE

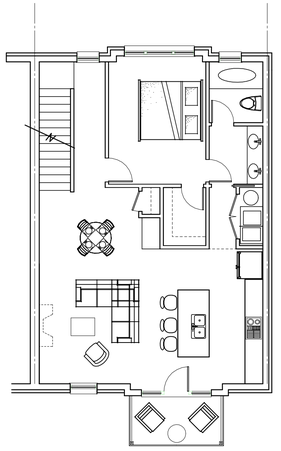
3rd FLOOR OPTIONS











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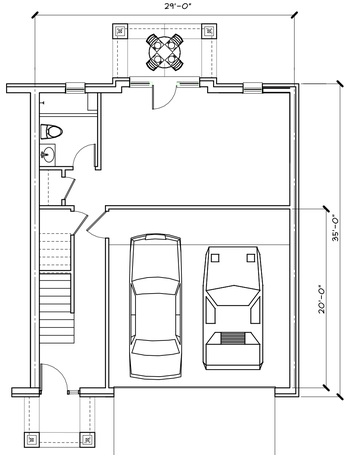
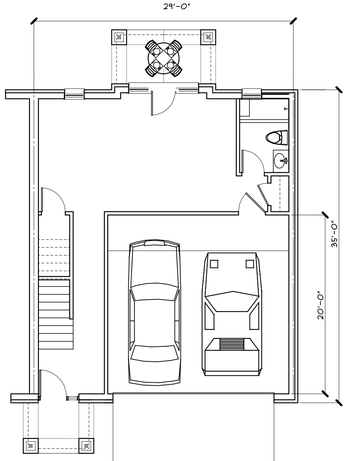
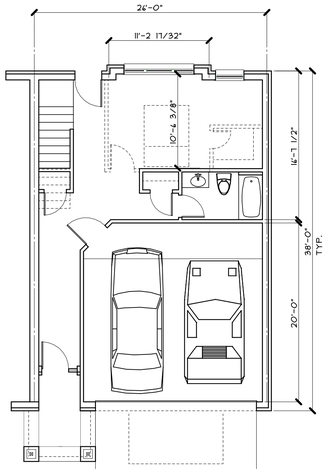
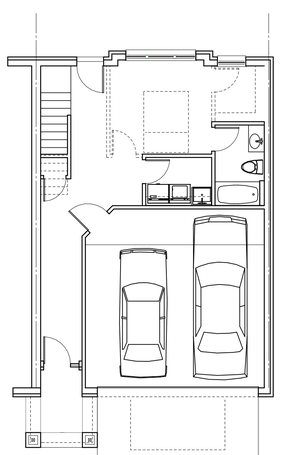
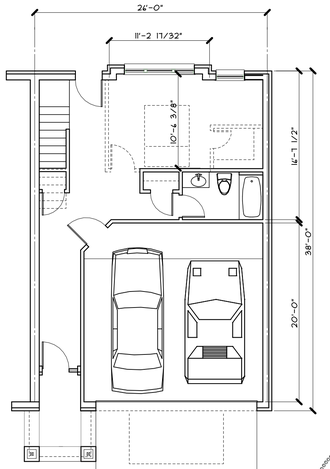


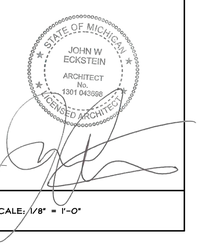








1st FLOOR OPTIONS



SCALE: 1/8" = 1'-0"

1 / A2 PLAN / SECTION / ELEVATION STUDIES

Lindhout Associates architects aia pc
10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax:(810)227-5855

consultant

Submission for Preliminary PUD Approval
issued for

dr: JWE
ck'd: JWE
app'd: JWE
2-23-24
date

TOWNHOUSE STUDY for:
BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN

FLOOR PLAN OPTIONS

A1

24012

29' WIDE - FRONT ELEVATION

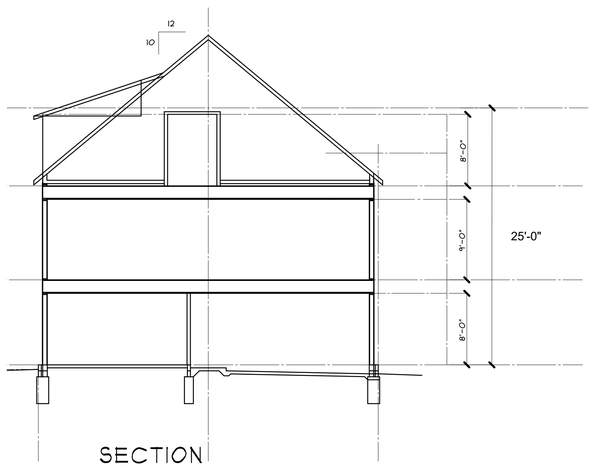
26' WIDE - FRONT ELEVATION

29' WIDE - REAR ELEVATION

26' WDIE - REAR ELEVATION

* ALL FIBER CEMENT TO BE PAINTED. SEE SHEETS A3 & A4 FOR COLORS.

* MATERIALS ARE TYPICAL FOR ALL UNITS.



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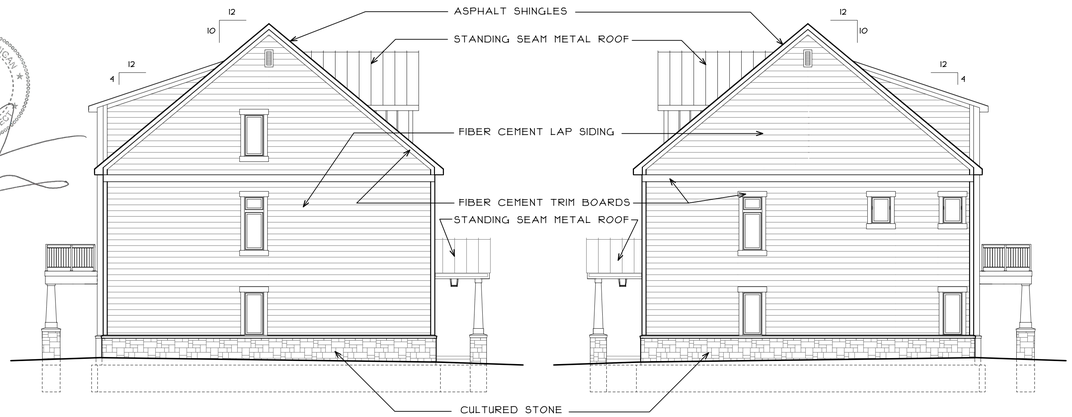

SIDE ELEVATION

SIDE ELEVATION

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consultant

Submission for Preliminary PUD Approval
issued for

2-23-24
date

dr: JWE
ck'd: JWE
app'd: JWE

TOWNHOUSE STUDY for:
BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN

ELEVATIONS & SECTION STUDY

A2

24012

1 / A2 ELEVATIONS & COMMON AREA ELEMENTS

SCALE: 1/8" = 1'-0"

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architects aia pc
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app'd: JWE
2-23-24
date

TOWNHOUSE STUDY for:
BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN
RENDERINGS

STATE OF MICHIGAN
JOHN W EGKSTEIN
ARCHITECT
No. 1301 043686
LICENSED ARCHITECT

A3

24012

1 / A3 RENDERINGS

NOT TO SCALE

1 A4 RENDERINGS

NOT TO SCALE

Lindhout Associates architects aia pc
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www.lindhout.com (810)227-5668 fax:(810)227-5855

consultant

Submission for Preliminary PUD Approval
issued for

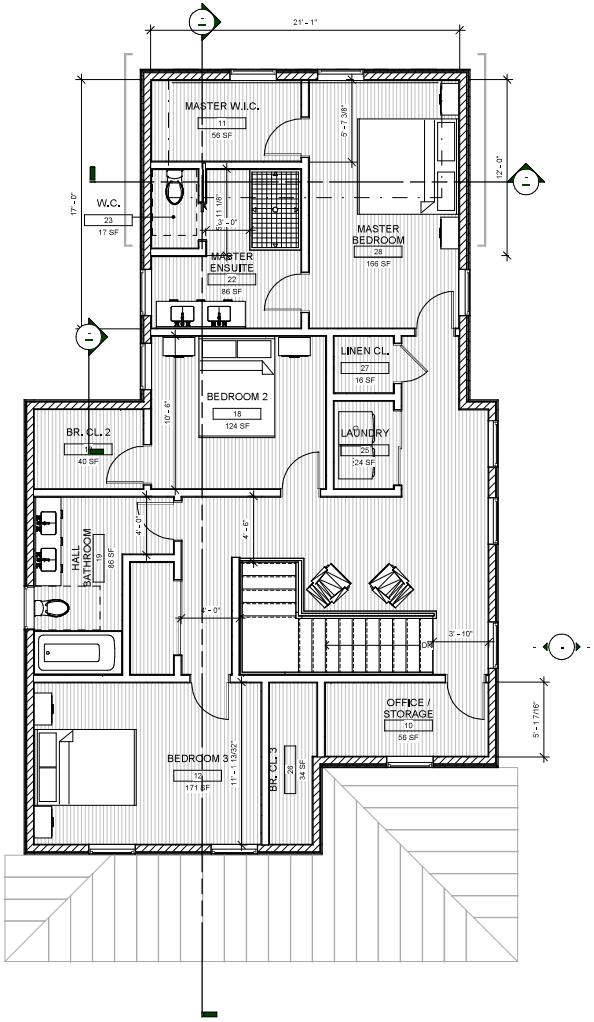
dr: NRC
ck'd: JWE
app'd: JWE
2-23-24
date

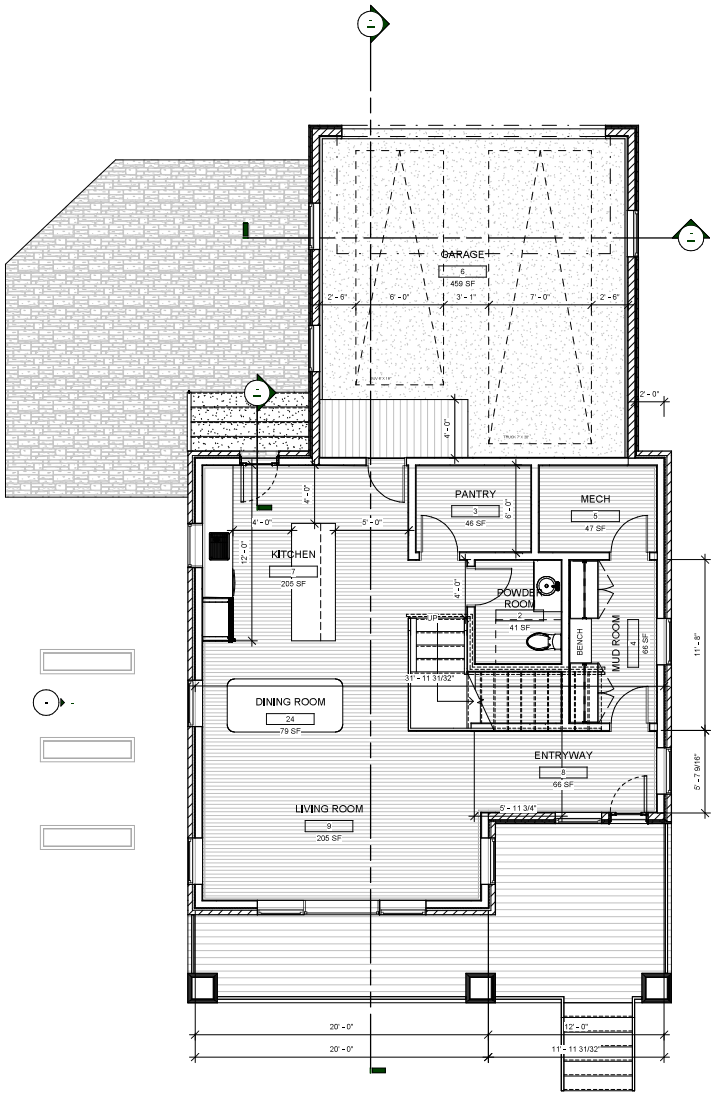
TOWNHOUSE STUDY for:
BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN
RENDERINGS

STATE OF MICHIGAN
JOHN W ECKSTEIN
ARCHITECT
No. 1301 043098
LICENSED ARCHITECT

A4

24012





2 / SC110 2ND FLOOR 1/4" = 1'-0"

1 / SC110 1ST FLOOR 1/4" = 1'-0"

2022.129

SVA

BROOKSIDE VILLAGE
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : DM
Checked by : ARR

STAND ALONE CONDO TYP. FLOOR PLANS

BROOKSIDE VILLAGE

SC110

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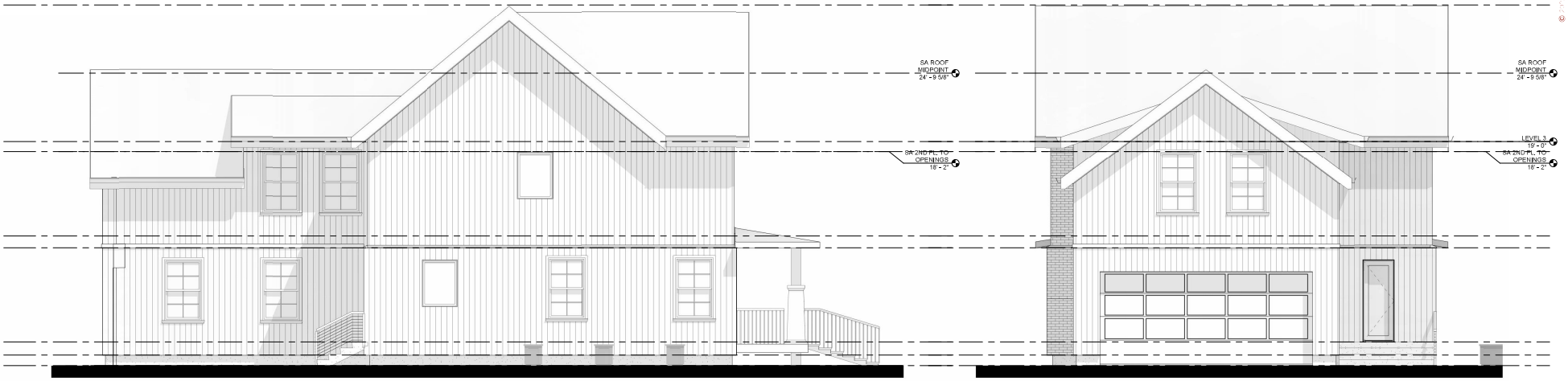

4 SC310 Standalone Condo West Elevation
1/4" = 1'-0"

2 SC310 Standalone Condo North Elevation
1/4" = 1'-0"

3 SC310 Standalone Condo South Elevation
1/4" = 1'-0"

1 SC310 Standalone Condo East Elevation
1/4" = 1'-0"

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STATE OF MICHIGAN
JOHN A. VITALE
ARCHITECT
No. 1301029086
LICENSED ARCHITECT

BROOKSIDE VILLAGE

SVA

2022.129

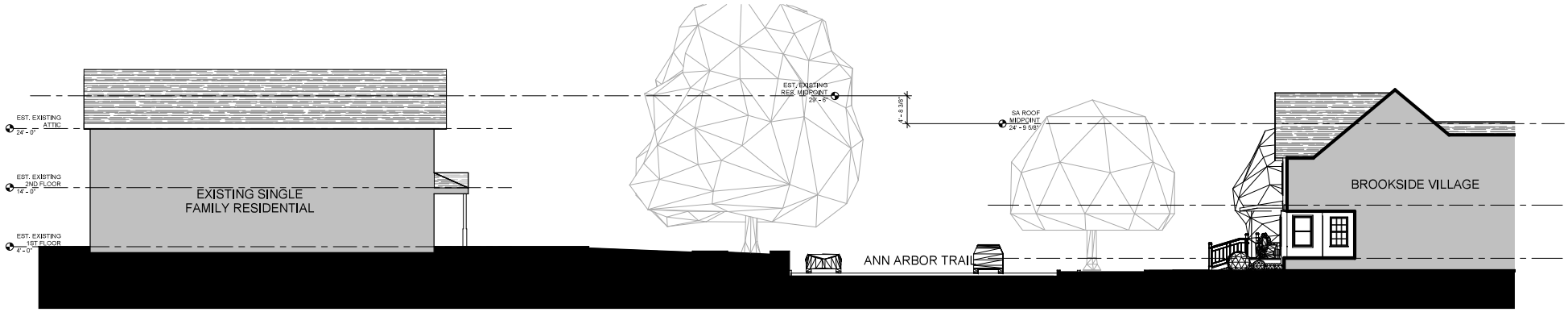
BROOKSIDE VILLAGE
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : Author
Checked by : Checker

STAND ALONE CONDO TYP. ELEVATIONS

SC310

2 | CONCEPTUAL STREETVIEW



1 | CONCEPTUAL SECTION THROUGH ANN ARBOR TRAIL

SVA

2022.129

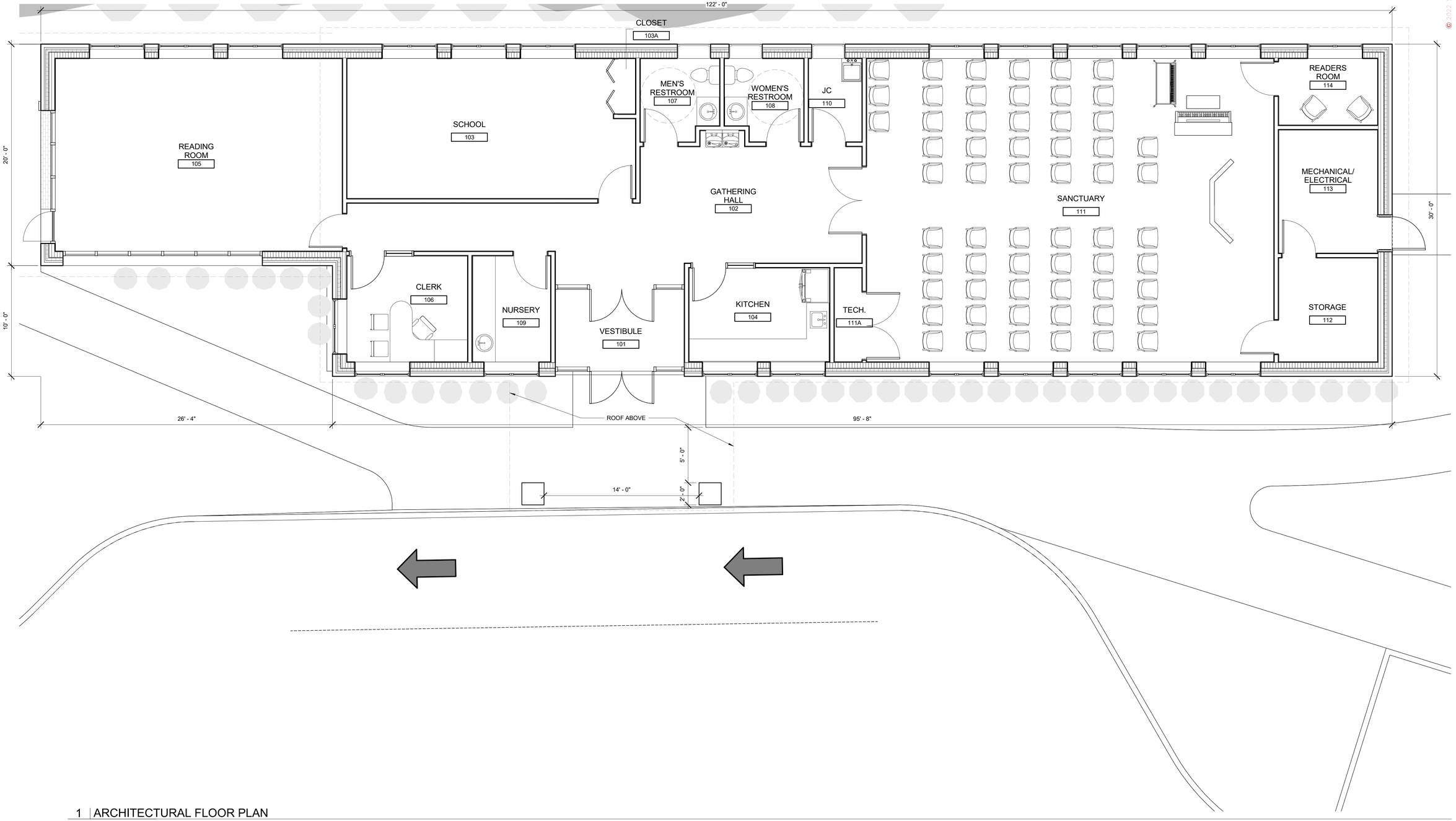
BROOKSIDE VILLAGE
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

CONCEPTUAL SECTION

BROOKSIDE VILLAGE

AR105



1 | ARCHITECTURAL FLOOR PLAN

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FIRST CHURCH OF CHRIST SCIENTIST

SVA

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

ARCHITECTURAL FLOOR PLAN

CH101

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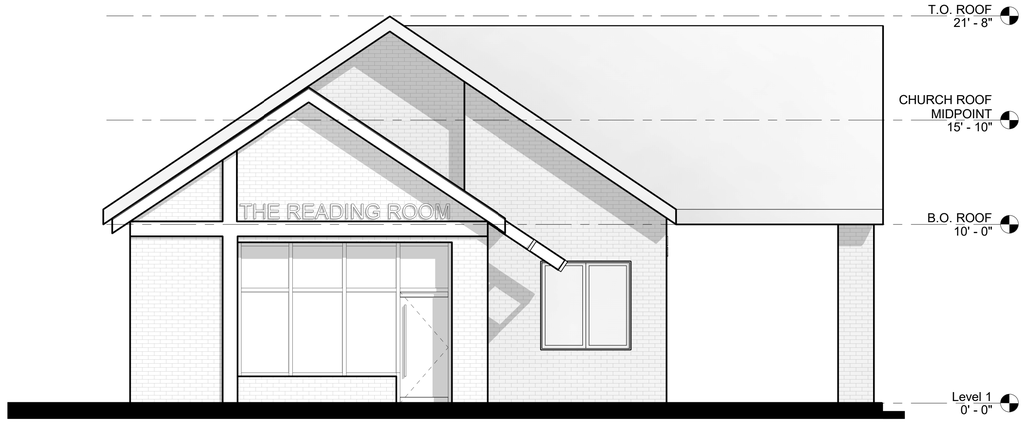

2 | EXTERIOR ELEVAITON - SOUTH

1 | EXTERIOR ELEVATION - EAST

SVA

2023.033

FIRST CHURCH OF CHRIST SCIENTIST

1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

EXTERIOR ELEVATIONS

FIRST CHURCH OF CHRIST SCIENTIST

CH301

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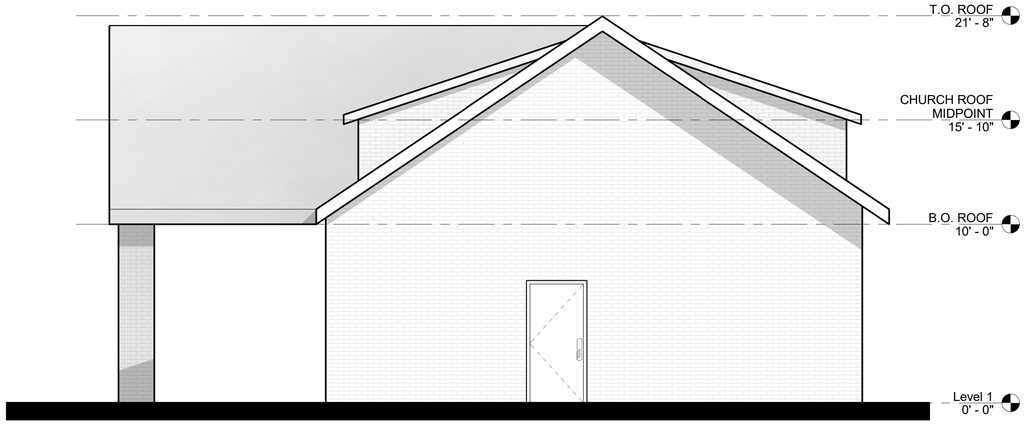
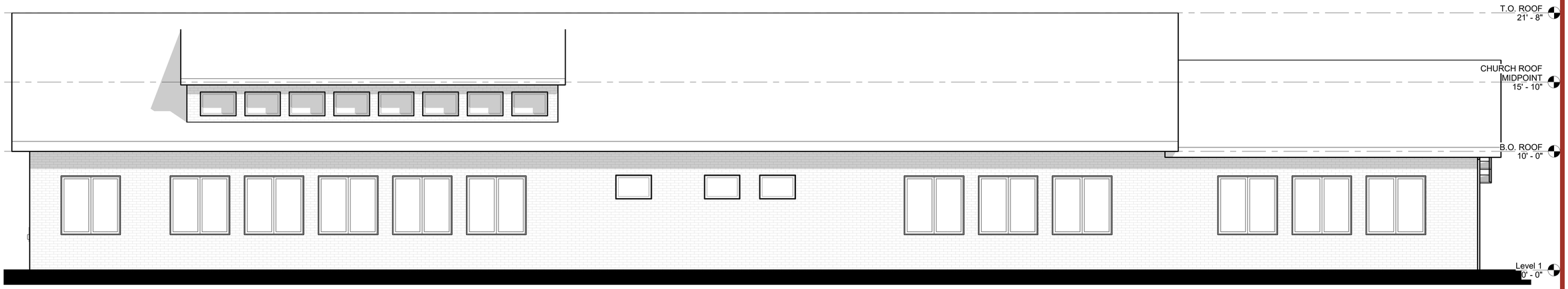


2 | EXTERIOR ELEVATION - NORTH



1 | EXTERIOR ELEVATION - WEST

SVA

2023.033

FIRST CHURCH OF CHRIST SCIENTIST

1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

EXTERIOR ELEVATIONS

FIRST CHURCH OF CHRIST SCIENTIST

CH302

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1 | PERSPECTIVE RENDER A

SVA

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

CONCEPTUAL RENDER

FIRST CHURCH OF CHRIST SCIENTIST

AR102

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1 | PERSPECTIVE RENDER B

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

CONCEPTUAL RENDER

FIRST CHURCH OF CHRIST SCIENTIST

AR103

1 | STREET PERSPECTIVE

© 2022 Stucky Vitale Architects

FIRST CHURCH OF CHRIST SCIENTIST

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI
Drawn by : JML
Checked by : ARR

NEIGHBOR PERSPECTIVE

AR104

1 | NEIGHBOR FRONT PATIO PERSPECTIVE

© 2022 Stucky Vitale Architects

FIRST CHURCH OF CHRIST SCIENTIST

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

NEIGHBOR PERSPECTIVE

AR105

Plymouth Planning Commission

My name is Kenneth Lee. I am a member of the Christian Science Church (First Church of Christ, Scientist) in Plymouth. I am writting this letter to ask you to please approve the project that is being preented by the Champion Development Group for the current site development of the Christian Science Church. We have had a presence in Plymouth for many years and feel we have been a very positive member of the Plymouth community.

The appearance of our building and landscape have always been maintained in excellent condition. We have also been able to provide sevices to our neighbors and city. Some of these services include providing;

- parking spaces for for our Tonquish Creek Manor neighbors
- parking spaces to the city of Plymouth when requested
- parking for visitors when Plymouth hosts community events
- parking spaces for members of the adjoining church (Rock Church)
- annually sponsored homeless breakfast at the Methodist church in the fall
- annual Thanksgiving services (only one in town) in addition to our regular services
- annually held and sponsored lectures welcoming the public to attend

Although these services may not seem large they do show we are helping the city and community where we can. We love our location and we love being members of this community so we would like to stay!

We are now finding our aging facilities are requirning repairs and upkeep for which we do not have the necessary funds. We have evaluated many potential solutions over the years and have found the project presented by Champian Development Group is the only viable one. There have been many questions and concerns raised about this project of which we feel have been asswered in this latest proposal (see project proposal from Champian).

We are asking now that the Planning Commision please work with us and approve the proposed project.

Sincerely,

Kenneth Lee

Kenneth Lee

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: May 1, 2024

Special Land Use and Site Plan Review For Plymouth, Michigan

Applicant:	Plymouth PARC, Inc. 650 Church St. Plymouth, MI 48170 (Represented by Shaw Construction and Management)
Project Name:	Plymouth Arts and Recreation Complex (PARC) Special Land Use & Pickleball Court
Plan Date:	Engineering Plans: February 5, 2024 Site Plan: April 4, 2024
Location:	Along Theodore St., north of Miracle League of Plymouth Ballfield
Zoning:	R-1, Single-Family Residential District
Action Requested:	Special Land Use for PARC and Site Plan Approval for Pickleball
Required Information:	Any deficiencies are noted in the report.

PROJECT AND SITE DESCRIPTION

The applicant is proposing to construct four (4) new pickleball courts directly north of the existing Miracle League of Plymouth ballfield along Theodore St. Because this project requires Site Plan Review for the pickleball courts, the property also becomes subject to the Special Land Use requirements in the ordinance. The reason for this is because PARC is no longer owned and operated by the school district (which is not subject to zoning). If a Special Land Use permit is granted, this will bring the existing use into compliance with the Zoning Ordinance, and will allow the proposed pickleball courts (subject to approval of the Site Plan).

An aerial of the subject site is shown in **Figure 1** on the next page.

Figure 1. Subject Site

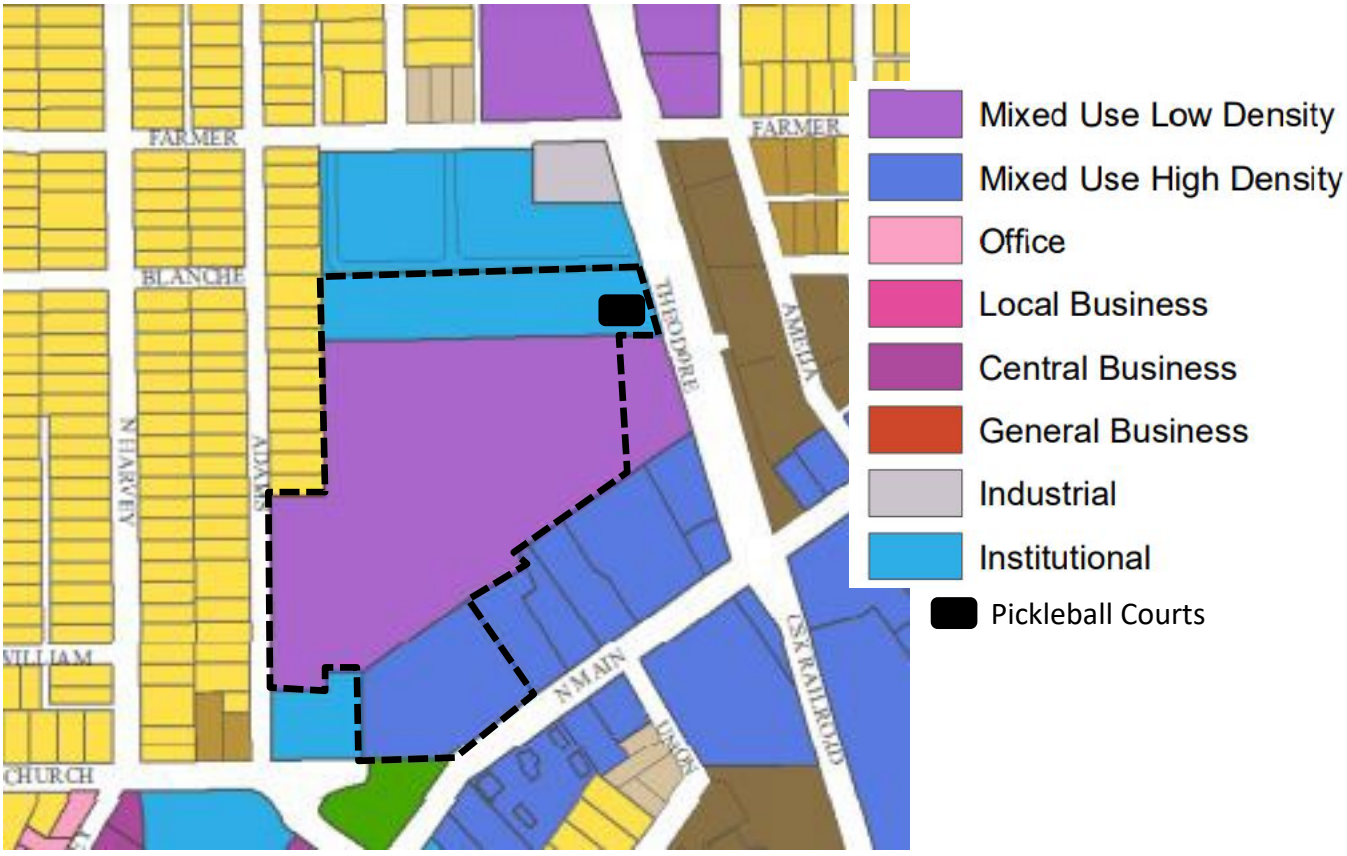
Source: Near Map (Capture Date 4-8-24)

SPECIAL LAND USE STANDARDS

The PARC facility meets the definition of a private, non-commercial recreational area. This use must meet the special land use standards in Section 78-281, *Special Uses*, as well as conditions listed in Sec. 78-42, *Special land uses permitted after review and approval*. Standards from both ordinance sections are listed below, and are followed with our comments on how this use meets or doesn't' meet each standard.

(1) Will be harmonious and in accordance with the general objectives or any specific objectives of the City of Plymouth Master Plan.

CWA Comment: This property is identified in the 2018 Master Plan as shown on the next page:



Source: City of Plymouth 2018 Master Plan

Moving from south (N. Main St.) to the north side of this site, the Master Plan designations are defined as follows:

- Mixed-Use High Density:

  "*The Mixed Use High Density land use designation includes a mixture of retail, service, office, recreation, and residential uses. It is desirable in these areas to locate commercial uses on the ground floor of a building, with upper level office and/or residential uses. Properties within this land use category should be compatible with abutting uses. The mixed use designation has been applied to larger tracts of land that can accommodate various uses in a harmonious design, offering unique benefits to the residents/tenants, such as live-work or home-based-business opportunities, and pedestrian access to work or commercial businesses. The Mixed Use designation has also been applied to single lots that could accommodate a single, mixed-use building. Generally, buildings in Mixed Use High Density have uniform setbacks which are zero-lot line, and match with the character of the buildings in Downtown. Parking should be located at the rear of the building or integrated and hidden within any new construction. Generally, this land use designation should not exceed 3 stories, with some locations along major streets potentially appropriate at 4 stories*."

- Mixed-Use Low Density:

  "The Mixed Use Low Density designation is specific to land uses where it is appropriate to have a low-impact commercial use adjacent to single family or multifamily residential areas. This

land use allows for single and multi-family uses to continue and be established, while encouraging lower-intensity commercial and office uses that can serve the residential areas. The Mixed Use Low Density land use designation is generally detached buildings with the character of single family residences that are no more than two stories. Parking in this land use should be located at the rear of the property."

- Institutional:

"*This designation includes places of worship, schools (elementary, middle and high schools), and government offices or service areas and buildings such as City Hall, the Department of Municipal Services (DMS) yard, Library, Historical Museum, parking areas, etc."*

Clearly, the Master Plan is primarily describing the desired *future* land uses of this site, if the site were ever redeveloped. However, the existing Plymouth Arts and Recreation Complex (PARC) occupies the old middle school, and operates it and the various athletic fields as a non-profit. The Special Land Use being considered today is for these existing uses, and the expansion of the new pickleball courts. We consider some language in the above designations supportive of the existing uses and new pickleball courts, including the expressed desire for low-impact and recreational uses and/or uses similar to public or quasi-public uses (i.e., schools and associated accessory uses such as sports courts/fields). In our opinion, the existing uses that occupy the non-profit PARC and outdoor sports fields, and the new pickleball courts, are consistent with these Master Plan objectives.

(2) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.

CWA Comment: The middle school building and sports fields have been on this property for decades. The current non-profit use has been operating on this site for approximately nine (9) years (since 2015), and has not modified the site in any significant way. Also, we are unaware of any issues with the hours of operation, as most of the tenants are "by appointment only." The pickleball court will be another sports court offered by the operator. We would consider the existing uses, and the proposed pickleball courts, to be harmonious with the existing character of the general vicinity. The applicant should provide the anticipated hours of operation for the pickleball courts (particularly since lighting appears to be available for play into the evenings).

(3) Will not be hazardous or disturbing to existing or future nearby uses.

CWA Comment: See our comments in "2' above. Also, pickleball has the reputation of being loud, given the hard material that the balls and paddles are made from. Homes to the east are blocked by the railroad embankment. Homes to the west are not blocked, but are approximately 650 feet away from the courts. A New York Times article describes the noise issue experienced by homeowners from pickleball courts that are located much closer to the homes (i.e., 100 feet) than this proposal. This article also provides a link to a website (Pickleball Sound Mitigation) with information about how the court noise can be addressed. Given the long distance between the pickleball courts and homes to the west in this proposal, an evergreen tree screen may be effective in mitigating the sounds from the courts. The Planning Commission may want to discuss installation of an evergreen tree screen on the west side of the courts to help mitigate noise.

(4) Will be compatible with adjacent uses of land and will promote the use of land in a socially and economically desirable manner.

CWA Comment: The PARC facilities provide space for a number of small, local arts, performing arts, educational and recreational organizations to operate in the heart of Plymouth. The PARC has become an asset to the community, broadening opportunities for residents to explore the arts and participate in sports. We consider this use compatible with the adjoining adjacent land uses, and re-use of an historic building in an economically desirable manner.

(5) Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will provide adequately any such service or facility.

CWA Comment: The City's existing utilities will serve the proposed use.

(6) Will not create excessive additional public costs and will not significantly decrease property values of surrounding properties.

CWA Comment: Given that the use is primarily geared toward arts, education and recreation pursuits, we don't expect the use to create excessive additional public costs. The use has been in place for approximately nine (9) years, and has supported itself since its inception.

(7) Will meet all the requirements and standards of this chapter and any other applicable laws, standards, ordinances, and or/regulations.

CWA Comment: We have reviewed the proposed pickleball courts regarding how they comply/don't comply with the ordinance in the Site Plan Review sections below. The other facilities are existing (such as the building, parking, baseball/football field/track, and tennis courts). Any non-conformities with ordinance requirements that may exist with these facilities would be considered "legal, existing non-conformities," which may remain, but shall not be expanded without approval from the Zoning Board of Appeals.

In addition to the general criteria for Special Land Use, Sec. 78-42, *Special land uses permitted after review and approval,* includes specific requirements for private, non-commercial recreational facilities. These standards are listed below:

a. The proposed site, for any of the uses permitted herein, which would attract persons from or are intended to serve areas beyond the immediate neighborhood, shall have at least one property line abutting a major thoroughfare as designated on the major thoroughfare plan.

CWA Comment: It is possible that the uses in the main PARC building will attract people from outside of Plymouth. The existing building meets this standard, as one property line abuts N. Main St., which is a main thoroughfare in the City.

b. Front, side and rear yards shall be at least 80 feet wide, and shall be landscaped in trees, shrubs and grass. All such landscaping shall be maintained in a healthy condition.

CWA Comment**:** The building is an existing structure on the lot. Therefore, any yards that don't meet this standard are existing, non-conformities. Since the applicant is not proposing to expand

the non-conforming setbacks, they may remain. Note that we don't consider the pickleball courts to be "structures;" therefore, these setback requirements do not apply to the courts.

c. Off-street parking shall be provided so as to accommodate not less than ½ of the member families and/or individual members. The planning commission may recommend the modification of the off-street parking requirements to the zoning board of appeals in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will, therefore, be pedestrian. Prior to the issuance of a building permit or zoning compliance permit, bylaws of the organization and such other information of the organization as determined by the zoning board of appeals shall be provided in order to establish the membership involved for computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.

CWA Comments: The main parking lot for the PARC building has 249 spaces, 10 of which are barrier-free. The PARC does not have a "membership" arrangement. Therefore, per the standard above, the off-street parking requirements shall be determined by the Planning Commission on the basis of usage. The applicant should provide information regarding current use of the parking lot for the building and existing sport field/court activities.

The applicant should also provide information about the expected number of pickleball court users, and how their parking needs will be met by the existing lot. Given the distance people will have to walk from the PARC's main parking lot to the new pickleball courts, has the applicant considered installing bike racks at the pickleball courts?

d. Whenever a swimming pool is constructed under this chapter, such pool area shall be provided with a protective fence six feet in height and entry shall be provided by means of a controlled gate. All pools and accessory uses shall be constructed in accordance with the State Building Code.

CWA Comments: This standard doesn't apply, as no outdoor swimming pools are proposed.

e. Buildings erected on the premises shall not exceed one-story or 14 feet in height.

CWA Comments: This standard doesn't apply, as the building already exists, and no new buildings are proposed.

f. All lighting shall be shielded to reduce glare and shall be so arranged as to direct the light away from all residential lands which adjoin the site.

CWA Comments: This standard doesn't apply for the current uses, as the lighting already exists. However, the applicant should describe if any new lighting is proposed for the pickleball courts. Note that the plans show that one existing light pole is located on the north side of the pickleball courts.

g. All parking shall be surfaced as required in the general provisions for off-street parking requirements.

CWA Comments: The parking lot is paved, as required.

h. The off-street parking and general site layout and its relationship to all adjacent lot lines shall be reviewed by the Planning Commission, who may impose any reasonable restrictions or requirements so as to ensure that contiguous residential areas will be adequately protected.

CWA Comments: The parking and general site layout currently exists. The location of the pickleball courts is appropriate next to the Miracle League ballfield, and away from residential properties.

In summary, we consider the existing uses in the PARC building and outdoor sports courts/fields to meet many of the criteria for Special Land Use approval. However, the applicant should provide the information below and discuss these remaining items with the Planning Commission:

1. Applicant provide anticipated hours of operation for the pickleball courts.

2. Planning Commission discuss installation of an evergreen tree screen on the west side of the pickleball courts to help mitigate noise.

3. Applicant provide information regarding current use of the parking lot for the building and existing sports field activities.

4. Applicant provide information about the expected number of pickleball court users, and how their parking needs will be met by the existing lot.

5. Planning Commission and applicant discuss idea of locating bike racks at pickleball courts.

6. Applicant to confirm that no new lighting is proposed for the pickleball courts.

Items to be Addressed: *1. Applicant provide anticipated hours of operation for the pickleball courts. 2. Planning Commission discuss installation of an evergreen tree screen on the west side of the pickleball courts to help mitigate noise. 3. Applicant provide information regarding current use of the parking lot for the building and existing sports field activities. 4. Applicant provide information about the expected number of pickleball court users, and how their parking needs will be met by the existing lot. 5. Planning Commission and applicant discuss idea of locating bike racks at pickleball courts. 6. Applicant to confirm that no new lighting is proposed for the pickleball courts.*

SITE PLAN FOR PICKLBALL COURTS

The applicant is only proposing new pickleball courts on this site. All of the other site features are existing, and are not being changed in any way. Therefore, our "Site Plan Review" comments are limited to the pickleball courts.

PARKING

The ordinance does not have any parking requirements for "game courts." The parking section also doesn't list parking requirements for any "similar" uses that could be applied to the pickleball courts.

However, as part of a Special Land Use, the Planning Commission should discuss how the existing 249-space parking lot currently accommodates the existing PARC building and sports court/field users, and could accommodate the pickleball court users.

The applicant should also discuss whether pickleball-court users will be instructed to use the large PARC parking lot. If not, where will players be instructed to park? Also, the Community Development Director may want to weigh-in on the City's policy for use of the Community Center parking lot for other adjacent recreational fields (such as the football field, or Miracle League ballfield).

Items to be Addressed: *1. Will PARC instruct pickleball-court users to park in the large PARC parking lot? If not, where will players be instructed to park? 2. Community Development Director weigh-in on the City's policy for use of the Community Center parking lot for other adjacent recreational fields (such as the football field/track, or Miracle League ballfield).*

SITE ACCESS AND CIRCULATION

The pickleball courts are located along the eastern boundary of the PARC property. This maximizes the distance between the courts and the homes to the west. The homes to the east are blocked from the activity at the pickleball courts by the railroad embankment.

Pedestrian access will be provided from the south (along Theodore) via a new sidewalk segment. Pedestrians parking at the PARC parking lot will need to traverse either the track or grass to reach the pickleball courts.

Items to be Addressed: *None.*

LIGHTING

No new lighting is proposed. As mentioned above, the applicant should confirm this.

Items to be Addressed: *None.*

LANDSCAPING

If the Planning Commission determines that an evergreen tree screen should be installed on the west side of the pickleball courts (to mitigate noise), then we would recommend that the Planning Commission condition any approval on the applicant submitting a Landscape Plan to the Community Development Department for review and approval.

Items to be Addressed: *1. Recommend conditioning any approval on the applicant submitting a Landscape Plan to the Community Development Department for review and approval, if evergreen tree screen is required by the Planning Commission.*

SIGNS

No signage is proposed. If any new signage is to be installed, the Planning Commission could condition any approval on signage being reviewed and approved by the Building Official.

Items to be Addressed: *1. New signage, if installed, conditioned upon review and approval by the Building Official.*

RECOMMENDATIONS

Special Land Use

Regarding the Special Land Use request, it is our opinion that the proposal meets most of the criteria in the ordinance. However, the following features of the proposal need to be considered by the Planning Commission, and the applicant provide additional information, as listed below:

1. Applicant provide anticipated hours of operation for the pickleball courts.

2. Planning Commission discuss installation of an evergreen tree screen on the west side of the pickleball courts to help mitigate noise.

3. Applicant provide information regarding current use of the parking lot for the building and existing sports field activities.

4. Applicant provide information about the expected number of pickleball court users, and how their parking needs will be met by the existing lot.

5. Planning Commission and applicant discuss idea of locating bike racks at pickleball courts.

6. Applicant to confirm that no new lighting is proposed for the pickleball courts.

Site Plan

Regarding the Site Plan for the pickleball courts:

1. Parking:
   A. Will PARC instruct pickleball-court users to park in the large PARC parking lot? If not, where will players be instructed to park?

   B. Community Development Director weigh-in on the City's policy for use of the Community Center parking lot for other adjacent recreational fields (such as the football field/track, or Miracle League ballfield).

2. Landscaping:
   A. Recommend conditioning any approval on the applicant submitting a Landscape Plan to the Community Development Department for review and approval, if evergreen tree screen is required by the Planning Commission.

3. Signs:
   A. New signage, if installed, conditioned upon review and approval by the Building Official.

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

152-2403

c: Greta Bolhuis
John Buzuvis
Marleta Barr
Shaw Construction and Management (tbarker@shawcm.com)

CITY OF PLYMOUTH
SITE PLAN REVIEW APPLICATION

Community Development Department
201 S. Main Street Plymouth, MI 48170
Ph. 734-453-1234 ext. 232
www.plymouthmi.gov

I. Site/Project Information

Site Address	Current Zoning Classification	Date of Application
650 CHURCH STREET	R-1 RESIDENTIAL	4/12/2024

Name of Property Owner	Phone Number	
PLYMOUTH PARC, INC.	248.250.2355	
Mailing Address	Email Address (Required)	
650 CHURCH ST.	THREEM1@COMCAST.NET	
City	State	Zip Code
PLYMOUTH	MI	48170

II. Applicant and Contact Information

Indicate Who the Applicant Is. If Property Owner, Skip to Section III.	Architect	Developer	Engineer	Lessee
		X		

Applicant/Company Name	Phone Number		
SHAW CONSTRUCTION AND MANAGEMENT	734.425.6854		
Applicant/Company Address	City ~~PLYMOUTH~~ LIVONIA	State	Zip Code
13980 FARMINGTON RD.		MI	~~48174~~
Email Address (Required)			
tbarber@shawcm.com			

III. Site Plan Designer and Contact Information

Site Plan Designer Company Name	Phone Number		
MASON BROWN ASSOCIATES	248.425.9789		
Company Address	City	State	Zip Code
2708 BRIDLE RD.	BLOOMFIELD HILLS	MI	48304
Registration Number / Expiration Date	Email Address (Required)		
28036 / 5/25/25	MASON_BROWN@sbcglobal.net		

IV. Type of Project (Please Select All that Apply)

☒ Commercial ☐ Multi-Family	☒ New ☐ Remodel	☐ Change of Use	
☐ Mixed Use ☐ Industrial	☐ Addition ☐ Interior Finish	☒ Special Land Use	

V. Historic District

Is this project located in the Historic District?
☐ Yes ☒ No

VI. Description of Work

SEE ATTACHED SUPPLEMENTAL INFORMATION

VII. Applicant Signature

Signature of Applicant	Date
	4/17/24

VIII. Property Owner Signature

Signature of Property Owner	Date
Mark Malcolm [On behalf of PARC]	4/17/24

CHRISTINA L. PETISCE
Notary Public - State of Michigan
County of Wayne
My Commission Expires Mar 25, 2030
Acting in the County of Wayne

Subscribed and sworn before me this 17 day of 4-17-2024

Notary Public: [signature]

My Commission expires: 3-25-2030

For Office Use Only

		YES/DATE	NO	N/A
1.	Pre-Application Meeting			
2.	Digital Copy of Application Package			
3.	Public Hearing Notice			
4.	CWA Review			
5.	Municipal Services Review			
6.	Fire Department Review			
7.	Engineering Review			

IX. Site Plan Review Checklist

Please include the following applicable information on the site plan.		YES	NO	N/A
1.	Correct scale	[X]	[ ]	[ ]
2.	Name of person preparing plan*	[X]	[ ]	[ ]
3.	Date, north point	[X]	[ ]	[ ]
4.	Property line dimension	[X]	[ ]	[ ]
5.	Street right-of-way widths	[ ]	[ ]	[X]
6.	Existing utilities (sewer, water, gas, etc.) and easements	[ ]	[ ]	[X]
7.	Show adjacent property and buildings, including zoning	[X]	[ ]	[ ]
8.	Existing topography, trees and other features	[X]	[ ]	[ ]
9.	Off-site ground, parking lot, roadway, driveway and/or structure elevations for minimum distance of 50 feet	[X]	[ ]	[ ]
10.	On-site grid of maximum 100 feet intervals each way (closer where rolling terrain warrants) and minimum 2.0 feet contours	[X]	[ ]	[ ]
11.	Location of new structures including side and front yard setbacks and building length and width (show a general floor plan)	[X]	[ ]	[ ]
12.	Number of dwelling units per building	[ ]	[ ]	[X]
13.	Height of structure	[ ]	[ ]	[X]
14.	Percent one room apartments (efficiencies)	[ ]	[ ]	[X]
15.	Total number of rooms if multiple-family	[ ]	[ ]	[X]
16.	Parking requirements met (See Section 78-270)	[ ]	[ ]	[X]
17.	Number of units and bedrooms each building	[ ]	[ ]	[X]
18.	Parking lot layout (showing paved area) including ingress and egress and service area	[X]	[ ]	[ ]
19.	Parking lot space dimensions	[X]	[ ]	[ ]
20.	Loading and unloading space	[ ]	[ ]	[X]
21.	Site grading and drainage plan (on-site elevations for pavements, drives, parking lots, curbs, sidewalks and finish grade at bldg.)	[X]	[ ]	[ ]
22.	Utility connections (sanitary sewer, water, storm sewers)	[ ]	[ ]	[X]
23.	On-site storm water retention	[X]	[ ]	[ ]
24.	Fire hydrants within 300 feet (on- and off-site)	[X]	[ ]	[ ]
25.	Sidewalks and elevations	[X]	[ ]	[ ]
26.	Sedimentation and erosion control plan	[X]	[ ]	[ ]
27.	Landscape plan showing plant materials to be used	[ ]	[ ]	[X]
28.	Sign requirements met	[ ]	[ ]	[X]
29.	Require walls and fences or greenbelts	[ ]	[ ]	[X]
30.	Corner clearance	[ ]	[ ]	[X]
31.	Service drive needed	[ ]	[ ]	[X]
32.	Acceleration lanes and traffic pattern	[ ]	[ ]	[X]
33.	Trash receptacle locations including screening type and height	[ ]	[ ]	[X]
34.	Mail box locations	[ ]	[ ]	[X]

Please include the following applicable information on the site plan.		YES	NO	N/A
35.	Air conditioner unit locations	[ ]	[ ]	[X]
36.	Special site features (play areas, pools, etc.)	[ ]	[ ]	[X]
37.	Handicapped facilities	[ ]	[ ]	[X]
38.	Building elevation drawings	[ ]	[ ]	[X]

*Where property line surveys, topography, sewer, water or storm drains are shown, the name of the registered engineer or land surveyor preparing such elements of the plan shall be indicated on the plan.

City of Plymouth Planning Commission

Supplemental Information

Plymouth's First Outdoor Pickleball Courts

Description of Work

Non-profit Plymouth Arts & Recreation Complex (PARC) plans to build the first four outdoor pickleball courts in Plymouth, enabling community participation in the country's fastest-growing sport. The project was initiated by a community resident (who approached PARC) and made possible by community crowdfunding (about 160 donors). The site is arguably the best location for pickleball courts in the entire City, and the land will be provided free of charge by PARC, furthering our community-oriented Mission: To enrich lives through quality arts, education, and recreation programs for all ages. Additional projection information is provided below.

Zoning

We believe this was public-school property from 1874(or earlier)-2015. As a result, the R-1 Residential zoning classification historically has been of no practical consequence because, as we understand it, the City did not have jurisdiction over use of the property.

Single-family homes may be the best use of this property IF/when the adjacent areas are no longer used for recreation. For the foreseeable future, however, recreation is clearly the highest and best use for this presently unutilized area of PARC's property, reflecting clear community want/need for additional recreational land and facilities, plus the fact that its location is surrounded by PARC's athletic fields, the Miracle League field, and the Cultural Center.

Totally Accessible for Residents

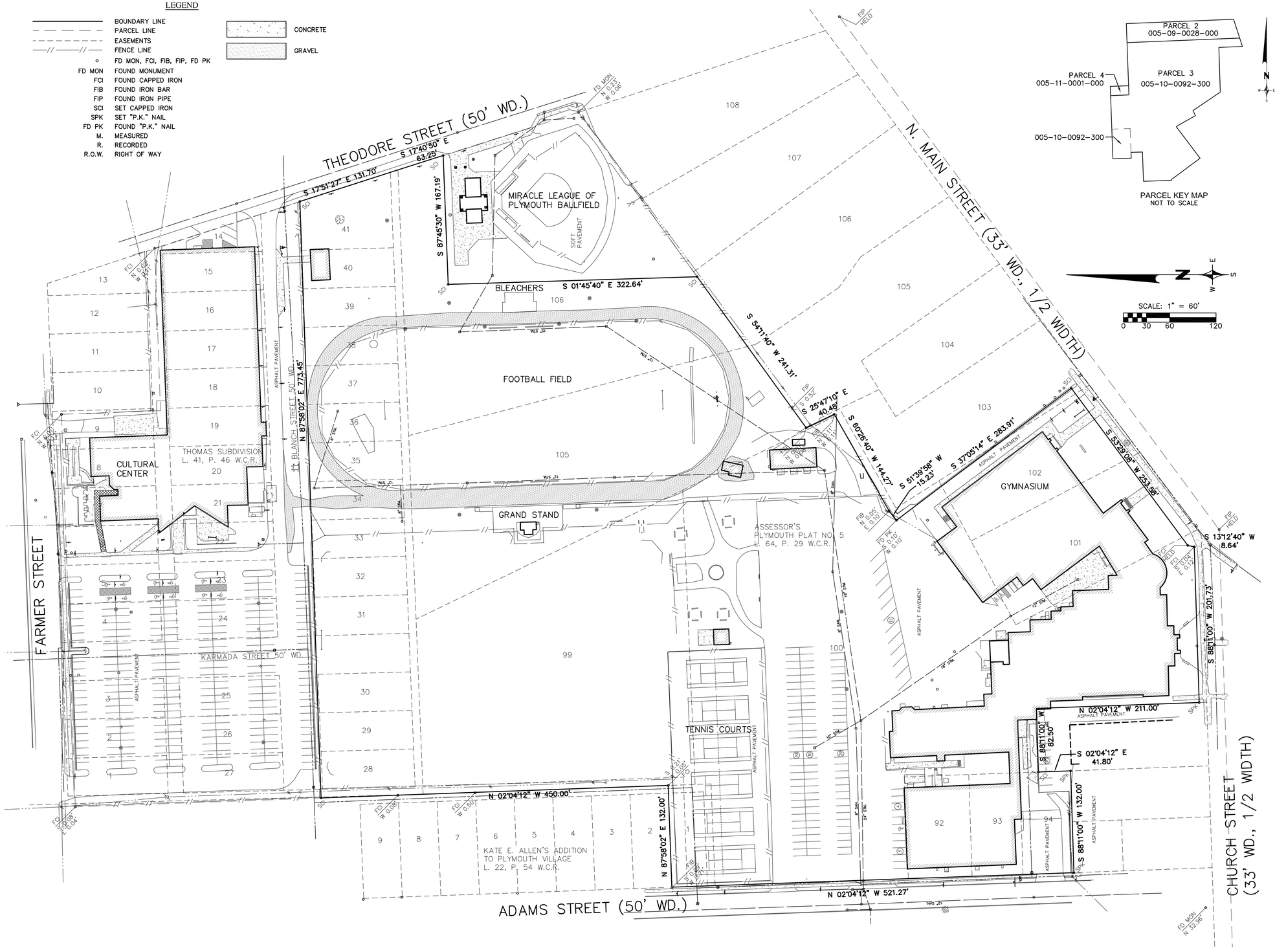
We anticipate that a typical week's use of the courts will include times for both free open play and low-cost court rental, with potential other offerings such as lessons — all of which will be accessible for all residents, likely through an on-line reservation system.

PARC will be responsible for construction and management of the courts. Net proceeds received by PARC (for court rental, etc.) will be used for the ongoing maintenance and eventual resurfacing of the courts. IF there is any remaining surplus, it will be used 100% for operations and improvements at PARC.

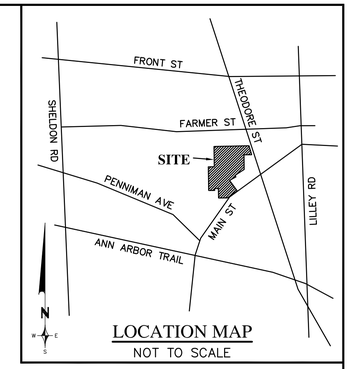
Compatibility with City's Strategic Objectives

These pickleball courts will contribute toward the City's objective for the "Attractive, Livable Community" goal to "pursue additional recreational…opportunities and facilities for all ages."

Especially since the above will be accomplished at no cost to resident taxpayers, our plan also furthers the City's objective to "Engage in partnerships with public, private, and non-profit entities."



PARCEL KEY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

PARCEL 2:
LOTS 28 TO 41, INCLUSIVE, ALSO ADJACENT VACATED ALLEYS 10 FEET WIDE, ALSO ADJACENT VACATED KARMADA STREET, THOMAS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 41 OF PLATS, PAGE 46, WAYNE COUNTY RECORDS.

PARCEL 3:
THAT PART OF LOTS 92, 93, 94, 99, 100, 101, 102, 103, 105 AND 106, ASSESSOR'S PLYMOUTH PLAT NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 64 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE NORTHWEST COMER OF LOT 92, THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS WEST 250.00 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 30 SECONDS EAST 132.00 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS WEST 376.60 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 30 SECONDS EAST 809.59 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 50 SECONDS EAST 247.29 FEET; THENCE SOUTH 54 DEGREES 11 MINUTES 40 SECONDS WEST 507.00 FEET; THENCE SOUTH 25 DEGREES 47 MINUTES EAST 40.48 FEET; THENCE SOUTH 61 DEGREES 56 MINUTES 40 SECONDS WEST 144.27 FEET; THENCE SOUTH 51 DEGREES 39 MINUTES 57 SECONDS WEST 15.23 FEET; THENCE SOUTH 37 DEGREES 05 MINUTES 14 SECONDS EAST 284.19 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 08 SECONDS EAST 253.58 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 52 SECONDS EAST 4.86 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES WEST 201.73 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS WEST 211.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES WEST 82.50 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 20 SECONDS EAST 41.80 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES WEST 132.00 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 20 SECONDS WEST 214.65 FEET TO POINT OF BEGINNING.

PARCEL 4:
LOT 1, INCLUDING THE 10 FOOT WIDE ALLEY ADJACENT TO THE SOUTH AND EAST LINES OF LOT, KATE E. ALLEN'S ADDITION TO PLYMOUTH VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 22 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS.

SAID PARCELS 2, 3 & 4 ALSO DESCRIBED IN SURVEY DATED FEBRUARY 26, 2015 AS FOLLOWS:

LOTS 92, 93, 94, 99 AND PART OF LOTS 100, 101, 102, 103, 105 AND 106, ASSESSOR'S PLYMOUTH PLAT NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 64 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, LOT 1, INCLUDING THE 10 FEET WIDE ALLEY ADJACENT TO THE SOUTH AND EAST LINES OF LOT, KATE E. ALLEN'S ADDITION TO PLYMOUTH VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 22 OF PLATS, PAGE 54, WAYNE COUNTY RECORDS, LOTS 28 TO 41, INCLUSIVE, ALSO ADJACENT VACATED ALLEYS 10 FEET WIDE, ALSO VACATED KARMADA STREET ADJACENT TO LOTS 30 AND 31, THOMAS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 41 OF PLATS, PAGE 46, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 94, THENCE NORTH 02 DEGREES 04 MINUTES 12 SECONDS WEST, 521.27 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 02 SECONDS EAST, 132.00 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 12 SECONDS WEST, 450.00 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 02 SECONDS EAST, 773.45 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES 27 SECONDS EAST, 131.70 FEET; THENCE SOUTH 17 DEGREES 40 MINUTES 50 SECONDS EAST, 63.25 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 30 SECONDS WEST, 167.19 FEET; THENCE SOUTH 1 DEGREES 45 MINUTES 40 SECONDS EAST, 322.64 FEET; THENCE SOUTH 54 DEGREES 11 MINUTES 40 SECONDS WEST, 241.31 FEET; THENCE SOUTH 25 DEGREES 47 MINUTES 10 SECONDS EAST, 40.48 FEET; THENCE SOUTH 60 DEGREES 26 MINUTES 40 SECONDS WEST, 144.27 FEET; THENCE SOUTH 51 DEGREES 39 MINUTES 58 SECONDS WEST, 15.23 FEET; THENCE SOUTH 37 DEGREES 05 MINUTES 14 SECONDS EAST, 283.91 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 08 SECONDS WEST, 253.58 FEET; THENCE SOUTH 13 DEGREES 12 MINUTES 40 SECONDS EAST, 8.64 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 00 SECONDS WEST, 201.73 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 12 SECONDS WEST, 211.00 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 00 SECONDS WEST, 82.50 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 12 SECONDS EAST, 41.80 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 00 SECONDS WEST, 132.00 FEET TO THE POINT OF BEGINNING.

SCHEDULE B - SECTION II EXCEPTIONS

1. – 9. **NOT MATTERS OF SURVEY.**
10. TERMS AND CONDITIONS OF A CERTAIN RESOLUTION VACATING ALLEYS AND RESERVING EASEMENT FOR PUBLIC UTILITIES AS RECORDED IN LIBER 13691, PAGE 629, WAYNE COUNTY RECORDS, (AS TO PARCEL 2) **SHOWN, SEE DETAIL SHEET 3/3.**
11. EASEMENTS FOR PUBLIC UTILITIES LYING WITHIN THE VACATED ALLEY ADJOINING THE LAND, AS DISCLOSED BY RESOLUTION RECORDED M LIBER 13691, PAGE 645, WAYNE COUNTY RECORDS, (AS TO PARCEL 4) **SHOWN, SEE DETAIL SHEET 3/3.**
12. TERMS AND CONDITIONS OF A CERTAIN RESOLUTION VACATING ALLEYS AND STREETS AS RECORDED IN LIBER 14442 PAGE 774, WAYNE COUNTY RECORDS, (AS TO PARCEL 2) **SHOWN, SEE DETAIL SHEET 3/3.**
13. EASEMENT FOR WATER MAIN CREATED BY INSTRUMENT RECORDED IN LIBER 7735, PAGE 412 WAYNE COUNTY RECORDS, (AS TO PART OF LOT 99) **SHOWN, SEE DETAIL SHEET 3/3.**
14. BUILDING AND USE RESTRICTIONS AND OTHER COVENANTS AND CONDITIONS, BUT DELETING ANY COVENANT CONDITION OR RESTINCTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USE 3604(C), DISCLOSED IN INSTRUMENT RECORDED IN LIBER 5615, PAGE 431, WAYNE COUNTY RECORDS (AS TO PARCEL 2) **NOTHING TO PLOT.**
15. BUILDING AND USE RESTRICTIONS AND OTHER COVENANTS AND CONDITIONS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USE 3604(C), DISCLOSED IN INSTRUMENT RECORDED IN LIBER 5580, PAGE 183, WAYNE COUNTY RECORDS (AS TO LOT 99) **NOTHING TO PLOT.**
16. BUILDING AND USE RESTRICTIONS AND OTHER COVENANTS AND CONDITIONS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS, OR RESTRICTIONS VIOLATE 42 USE 3604(C), DISCLOSED IN INSTRUMENT RECORDED IN LIBER 1449, PAGE 503, WAYNE COUNTY RECORDS (AS TO LOT 105) **NOTHING TO PLOT.**
17. **NOT MATTERS OF SURVEY.**

CERTIFICATION

TO PLYMOUTH CANTON SCHOOL, WILLIAM T. SHEAHAN TITLE COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY AND MALCOLM CENTRAL, LLC :

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 7(A) AND (B), 8, 10, 11(B), 16–18 AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 27, 2015.

DATE: _____

RICHARD HOFSESS
PROFESSIONAL SURVEYOR No. 47955

SEE SHEET 2/3 FOR SURVEY NOTES.

LATEST FIELD INSPECTION 2–27–2015.

WILLIAM T. SHEAHAN TITLE COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY, CASE NO. WS12743, REVISION NO. 1, EFFECTIVE DATE JANUARY 28, 2015.

REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY
REVISE FLOODPLAIN NOTE	4–15–15	PTG									

ZEIMET WOZNIAK & ASSOCIATES
Civil Engineers & Land Surveyors
55800 GRAND RIVER AVE., SUITE 100
NEW HUDSON, MICHIGAN 48165
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CLIENT:
PLYMOUTH CANTON SCHOOL

ALTA\ACSM LAND TITLE SURVEY
CENTRAL MIDDLE SCHOOL

PLYMOUTH MICHIGAN

FIELD BOOK
DATE 9–25–13 | SCALE HOR: 1" = 60' VER: 1" =
DESIGNED BY RH | JOB NO. 13159
DRAWN BY PTG | SHEET 1/3

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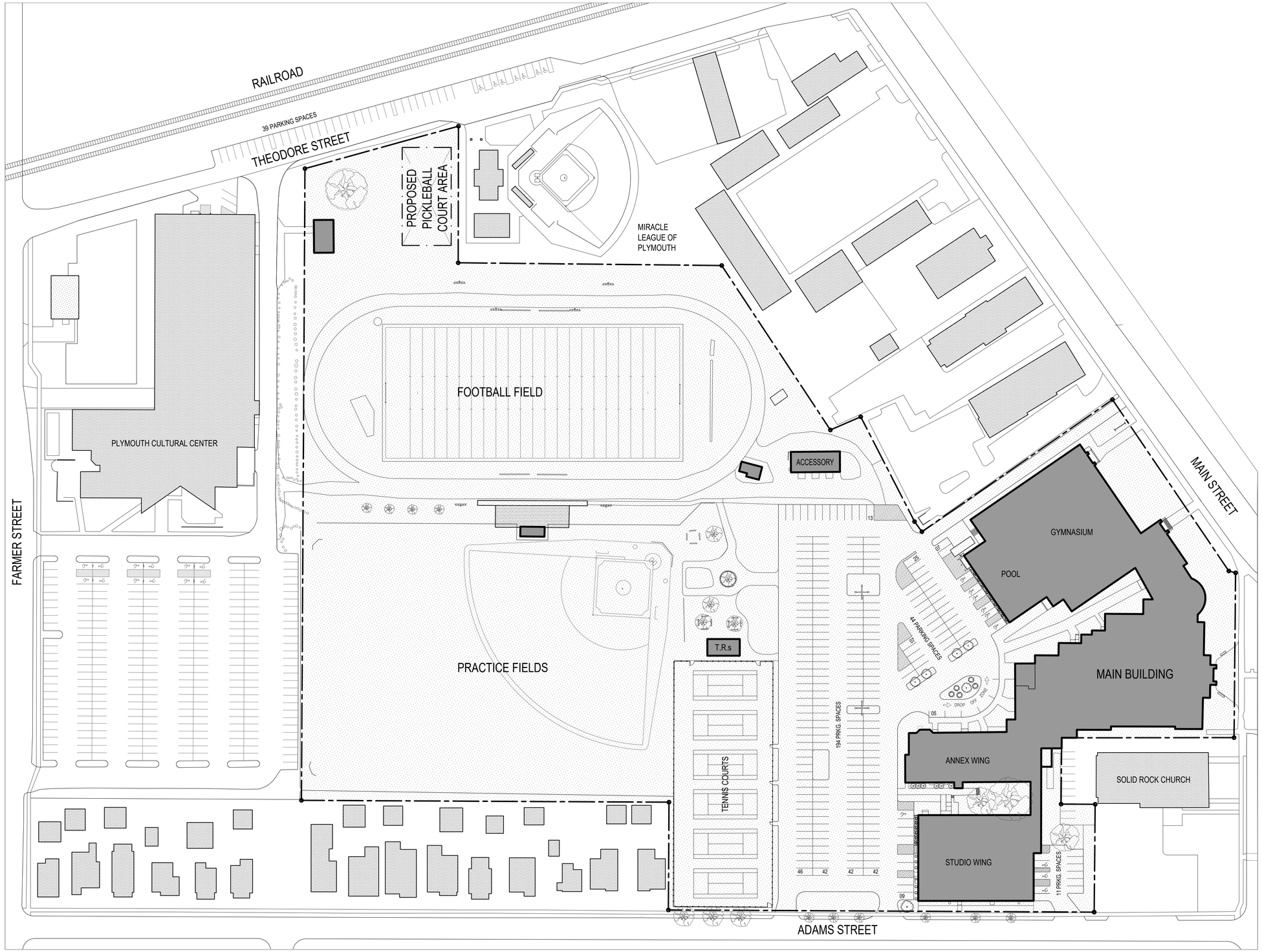
Z:\Projects\13159\Dwg\13159 ALTA.dwg, SHEET 1, 6/8/2018 2:19:01 PM,

PARC

PLYMOUTH ARTS and RECREATION COMPLEX

650 CHURCH STREET
PLYMOUTH, MICHIGAN



SITE NOTE:
INFORMATION TO PREPARE THIS SITE PLAN WAS OBTAINED FROM INFORMATION PREPARED BY "GREENTECH ENGINEERING, INC" FOR THE 2020 PARKING LOT RESTORATION PROJECT AND AN "ALTA / ASCM LAND TITLE SURVEY" PREPARED BY "ZIEMET WOZNIAK & ASSOCIATES", DATED 09/25/13, JOB NO. 13159 AND WEB-SOURCED AERIAL PHOTOGRAPHS & MISCELLANEOUS FIELD MEASUREMENT. "PARC" ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SITE INFORMATION CONTAINED WITHIN. PARKING LOT / PAVING DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO THE START OF PARKING LOT LAYOUT STRIPING.

PARKING SPACES	249
BARRIER FREE SPACES	10
9' x 20' PARKING SPACES	239

SITE PLAN

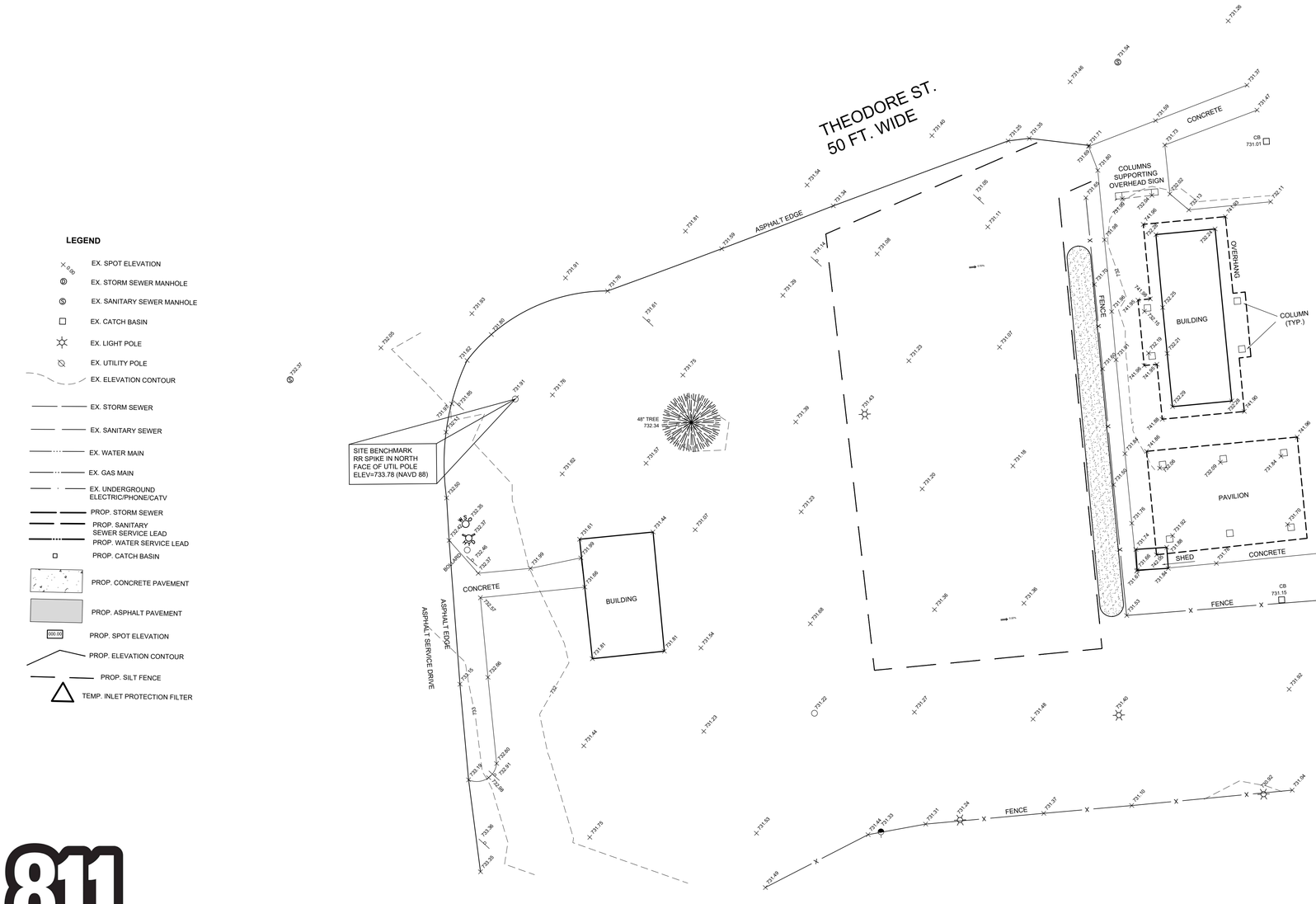
SCALE 1" = 60'-0"

20 0 20 60 120

SHEET:	DATE:
01	04/04/24

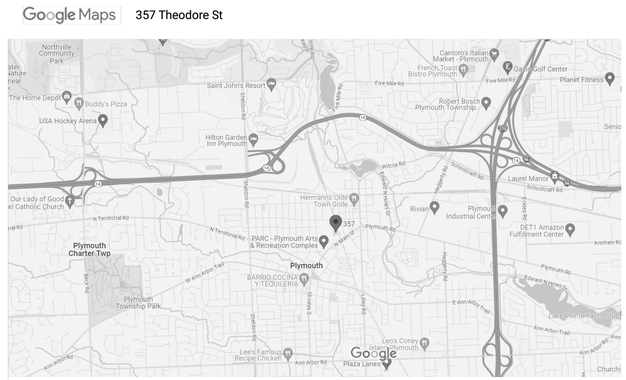
EST. 2015 PARC

2024 EX. SITE 01



LEGEND

- EX. SPOT ELEVATION
- EX. STORM SEWER MANHOLE
- EX. SANITARY SEWER MANHOLE
- EX. CATCH BASIN
- EX. LIGHT POLE
- EX. UTILITY POLE
- EX. ELEVATION CONTOUR
- EX. STORM SEWER
- EX. SANITARY SEWER
- EX. WATER MAIN
- EX. GAS MAIN
- EX. UNDERGROUND ELECTRIC/PHONE/CATV
- PROP. STORM SEWER
- PROP. SANITARY SEWER SERVICE LEAD
- PROP. WATER SERVICE LEAD
- PROP. CATCH BASIN
- PROP. CONCRETE PAVEMENT
- PROP. ASPHALT PAVEMENT
- PROP. SPOT ELEVATION
- PROP. ELEVATION CONTOUR
- PROP. SILT FENCE
- TEMP. INLET PROTECTION FILTER



LOCATION MAP

811

Know what's **below.**
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PERMIT 2024-03-01

STATE OF MICHIGAN
MASON L. BROWN II
ENGINEER
NO. 28036
LICENSED PROFESSIONAL ENGINEER

MASON BROWNS ASSOCIATES, LLC
CIVIL ENGINEERS & SURVEYORS
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304
(248) 425-9789 mason_brown@sbcglobal.net

PROPOSED PICKLE BALL COURT
PLAN OF EXISTING CONDITIONS
357 THEODORE ST. Plymouth, MI

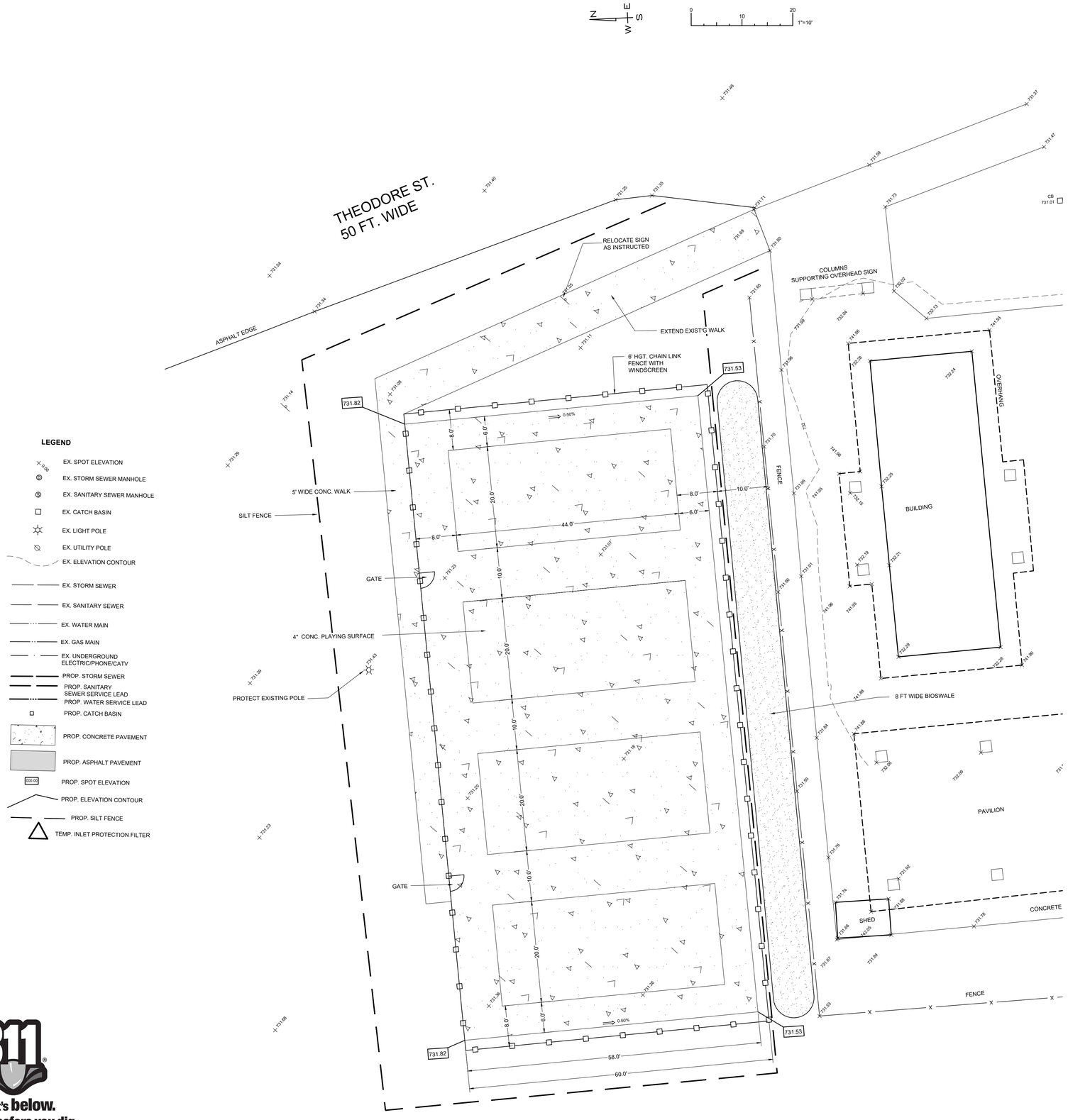
SHAW CONSTRUCTION & MANAGEMENT
13980 FARMINGTON RD. LIVONIA, MI 48154

REVISIONS:

DESIGN: ---
DRAWN: mb
CHECKED: MB

24-006.DWG
FIELD CK: net

SCALE: 1"=20'
DATE: 02-05-2024
JOB NO. 24-006
SHEET 1



LEGEND

- EX. SPOT ELEVATION
- EX. STORM SEWER MANHOLE
- EX. SANITARY SEWER MANHOLE
- EX. CATCH BASIN
- EX. LIGHT POLE
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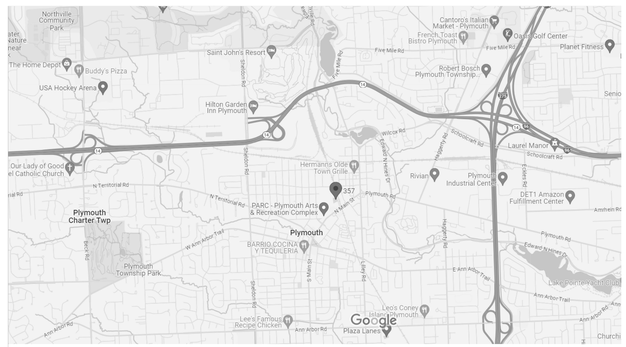

LOCATION MAP

Erosion Control Standard Notes

1. All erosion and sedimentation control work shall conform to the current standards and specifications of the Wayne County Department of Public Services, Land Resource Management division and the City of Plymouth.
2. Daily inspections shall be made by the Contractor for effectiveness of erosion and sedimentation control measures. Any necessary repairs shall be performed without delay.
3. Erosion and any sedimentation from work on this site shall be contained within the work area and not allowed to collect on any off-site area or in waterways. Waterways include both natural and man-made ditches, streams, storm drains, lakes, ponds and wetlands.
4. The Contractor shall apply temporary erosion and sedimentation control measures as directed on these plans and where otherwise required by the work. The Contractor shall remove temporary measures as soon as permanent stabilization of slopes, ditches and other changes have been accomplished.
5. Soil Erosion Control Practices will be established in early stages of construction by the Contractor. sediment control practices will be applied as a perimeter defense against any transporting of dirt off the work area.
6. The Contractor shall preserve off-site natural vegetation as much as possible.
7. Remove trees which interfere with berm construction.
8. Stabilization of all disturbed areas shall be established using the appropriate vegetation within 5 days of completion of final grading.
9. The Contractor shall sweep the existing streets surrounding the project site as needed.
10. The Contractor shall be responsible for dust control and shall provide all equipment and material to keep dust in check at all times.
11. The contractor shall respond immediately to any and all complaints.

Soil Erosion Control Construction Sequence:

(ALL DATES ARE APPROXIMATE)

DAY 1:	Install silt fencing
DAY 2-4:	Excavate for Concrete & Bioswale
DAY 5-37:	Install Conc and curing time.
DAY 38-39:	Final grade site, install fence
DAY 40-54:	Install sod, seed/mulch, landscaping
DAY 66:	Remove Silt Fence after stabilization

PAVT AREA	=	0.17	acre
ROOF AREA	=	0	acre
WATER SURFACE AREA	=	0	acre
SEMI-PERVIOUS AREA	=	0	acre
TOTAL AREA	=	0.17	acre
USE HYDOLOGIC SOIL GROUP B, SLOPE BETWEEN 1% AND 3%=			0.25
C'=(ROOF+PAVT)(0.95)+(WATER)(1.00)+(SEMI-PERVIOUS)(0.25)/SITE AREA			
Cdev =		0.950	
Qa = (0.15 cfs/acre)(area)=		0.0255	CFS
Qo =Qa/AC=		0.16	CFS/ACRE-IMP
T =-19.9+SQRT(4530/Qo)=		149.48	MIN.
Vs =(9108T/(T+19.9) -(40QoT)=		7,093.84	CF/ACRE-IMP
Vt = VsxAxC=		1,145.66	CF
Provided Volume in Bioswale			
Open storage area = 8' x 2' triangle=		8	sf
Amended topsoil area = 10' x 1.5'=		15	sf
Length =		126	ft
Pond storage = 8 sf x 126 ft =		1008	cf
Topsoil storage = 15 sf x 126 ft x 0.30=		567	cf
TOTALSTORAGE =		1575	cf
note: existing soil is reported to be sand all stored water infiltrate into the subbase			

PERMIT 2024-03-01

STATE OF MICHIGAN
MASON L. BROWN II
ENGINEER
NO. 28036
LICENSED PROFESSIONAL ENGINEER

MASON BROWNS ASSOCIATES, LLC
CIVIL ENGINEERS & SURVEYORS
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304
(248) 425-9789 mason_brown@sbcglobal.net

PROPOSED PICKLE BALL COURT
GRADING & SOIL EROSION CONTROL PLAN
357 THEODORE ST. Plymouth, MI

SHAW CONSTRUCTION & MANAGEMENT
13980 FARMINGTON RD. LIVONIA, MI 48154

REVISIONS:

DESIGN: --
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CHECKED: MB

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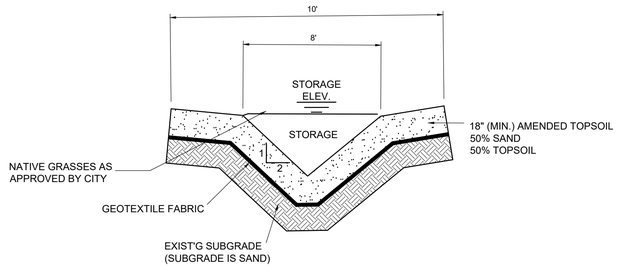
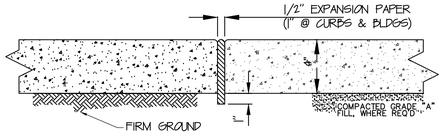
FIELD CK: net

SCALE: 1"=20'
DATE: 02-05-2024
JOB NO. 24-006
SHEET 2



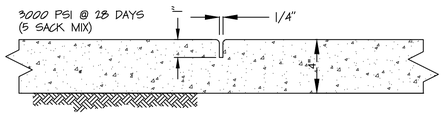
BIOSWALE DETAIL

(NO SCALE)



EXPANSION JOINT

SPACE @ 25 TO 50'(MAX.)



CONTRACTION JOINT

SPACE @ 5' TO 7' (MAX)

CONCRETE PAVEMENT DETAIL

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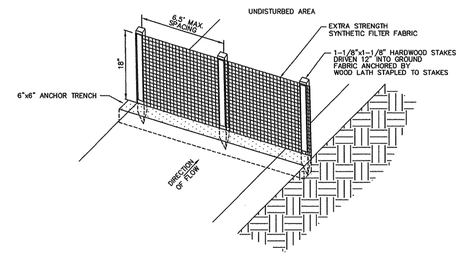
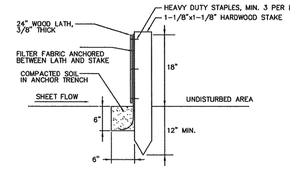


SILT FENCE – PLAN VIEW



SILT FENCE – SECTIONAL VIEW

GEOTURF™ 24" SILT FENCE 6.5 FT. POST SPACING		
NOT TO SCALE	PREPARED BY: CSI/GEOTURF, INC. 1500 ALLOY PARKWAY HIGHLAND, MI 48357	SHEET 1 OF 1
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PROPOSED PICKLE BALL COURT
SITE DETAILS
Plymouth, MI

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LIVONIA, MI 48154 | 357 THEODORE ST.
13980 FARMINGTON RD.

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JOB NO. 24-006

SHEET 3