

March 4, 2021

City Council  
City of Farmington  
23600 Liberty Street  
Farmington, Michigan 48335

Subject: **Maxfield Developer Selection Process  
RFQ Questionnaire, Clarifications Responses and Supplemental Information – Revision 1**

Attention: Mr. David Murphy, City Manager

Dear Council Members,

As you know, Advanced Redevelopment Solutions and Community Image Builders were directed to follow-up with two (2) of the short-listed developers to aide Council in its decision on selecting a single developer, to then begin negotiations on a Purchase & Development Agreement for the Maxfield Training Center site redevelopment in Downtown Farmington. To be able to equally compare these two qualified developers, we prepared a Comparative Criteria Questionnaire that included Council and City Staff questions. Additionally, staff and Council members had an opportunity to tour a project for each of these developers in recent weeks. After our evaluation of the provided developer’s questionnaire responses, we identified a few additional questions that needed clarification, again to equate and fairly evaluate each developer. To aide Council in its review of the large amount of developer-provided information, our team prepared a ten (10) page side-by-side comparison of their responses (see Attachment A). However, in the end, there are some key items that were identified that we want to highlight in our attempt at even further simplify the information received.

### Key Comparative Criteria Items

Item	Robertson Brothers	River Caddis
Is developer attempting to remove all soil contamination before its development occurs?	Yes	Yes
If contaminants are left in place how are contaminants and notifications handled after the development project is completed?	The Master Deed and Bylaws will provide specific assignment for ongoing responsibility of the Homeowner’s Association, and all homeowners will have been provided full disclosure for any ongoing environmental concerns.	Since third party owners/operators will not be involved, developer will operate and maintain the property in compliance with all due care obligations as it is legally required under Michigan Part 201.
Is developer financing all Brownfield costs and infrastructure improvements needed to allow for their development?	Yes, developer will source finance these costs with developer equity and bank financing and use both BRA and DDA tax increment financing to reimburse themselves for those eligible activity expenses, including interest, from the City.	Yes, developer will source finance these costs with developer equity and bank financing and use both BRA and DDA tax increment financing to reimburse themselves for those eligible activity expenses, including interest, from the City.

Item	Robertson Brothers	River Caddis
Is developer willing to work to: (1) work with the City on determining public amenities desired between Grand River Ave. and the Riverbank, and (2) finance and construct the public amenities?	Yes, developer will work with the City, source finance these costs with developer equity and bank financing and use both BRA and DDA tax increment financing to reimburse themselves for those eligible activity expenses, including interest, from the City.	Yes, developer will work with the City, source finance these costs with developer equity and bank financing and use both BRA and DDA tax increment financing to reimburse themselves for those eligible activity expenses, including interest, from the City.
Each developer is willing to pay \$1,250,000 for the property, what are their differences?	<ul style="list-style-type: none"> <li>• Developer proposed two (2) Purchase Price Options, \$1,250,000 and \$750,000. The \$750,000 option would not complete any public amenities and only develop the private property.</li> <li>• City approves at least 59 townhome units.</li> </ul>	<ul style="list-style-type: none"> <li>• Developer’s offer was to make the City whole for their investment on the MTC site school property and the two homes.</li> <li>• Developer stated that if there is other City investment they are unaware of they would entertain paying for that as well.</li> </ul>
What are the key differences between the developer’s proposed project, noting that each developer assumed they would have been under a Purchase & Development Agreement with the City by 3/4/2021?	<ul style="list-style-type: none"> <li>• <u>Property Purchase occurs on 3/28/2022</u> to allow for asbestos abatement and demolition to begin.</li> <li>• <u>1,120 days or 37 months or 3.1 years project duration</u> (entire duration of time needed from Purchase &amp; Development Agreement execution to last Certificate of Occupancy being received).</li> </ul> <p><b>NOTE:</b> Developer assumes a selling pace of 3 townhome unit sales per month starting by 7/27/2022 and ending 3/27/2024 to complete development.</p>	<ul style="list-style-type: none"> <li>• <u>Property Purchase occurs on 10/25/2021</u> to allow for asbestos abatement and demolition to begin.</li> <li>• <u>848 days or 28 months or 2.3 years project duration</u> (entire duration of time needed from Purchase &amp; Development Agreement execution to last Certificate of Occupancy being received).</li> </ul>

Additionally, we prepared a comparison of what each of these two developments would do in terms of “projected taxable values”, “taxes paid” and “tax increment revenue utilization” under the Downtown Development Authority (DDA) and Brownfield Redevelopment Authority (BRA) tax increment financing plans. To equate each of their projects fairly, we used the parameters agreed upon in 2020 with staff and Council last year and the same assumed costs for asbestos abatement, demolition, on-site/off-site infrastructure improvements, & public amenities.

### Project Tax Comparisons

Item	Robertson Brothers	River Caddis
Project Type	Owner Occupied Townhomes, 1 garage	Market Rate Apartments
Number of Residential Units	59	124
Assumed percentage of property claims Principal Residence Exemption (Homestead Tax Exemption)	100%	0%
2019 Millage Rate Paid	49.3104	59.7470
Non-Capturable DDA or BRA Millages	3.5902	3.5902
Capturable DDA Millages	24.0166	24.0166
Capturable BRA Millages <b>(a)</b>	21.70360	32.1402
Projected Future Taxable Value (PFTV) <b>(b)</b>	\$7,743,750	\$4,877,232
Total Estimated Property Taxes Upon Completion <b>(b)</b>	\$381,847	\$291,400

Item	Robertson Brothers	River Caddis
Estimated Annual Property Taxes Upon Completion (per Unit) <b>(b)</b>	\$6,472	\$2,350
Assumed Annual Rate of Taxable Value Appreciation	2%	2%
<b>DDA TIF Reimbursement Analysis (Infrastructure Activities – On-Site/Off-Site Improvements &amp; Public Amenities)</b>		
DDA Retained Obligation to meet City Debt Service Requirements of available capturable revenue by DDA (per year)	50%	50%
DDA Administration Retained by DDA (per year)	1%	1%
DDA TIF Reimbursements Allocated/Available to Developer (after above)	49%	49%
Average Annual DDA Tax Increment Revenue Allocated/Available to Developer (low estimate)	\$100,000	\$69,767
DDA Eligible Activity Amount Assumed Allowable for Reimbursement to Developer (with 5% Simple Interest)	\$1,500,000	\$1,500,000
DDA TIF Capture Years Needed for Developer Reimbursement (upon 100% project completion)	15 years	21.5 years
<b>BRA TIF Reimbursement Analysis (Brownfield Activities – Asbestos Abatement, Demolition &amp; Environmental) (c)</b>		
BRA Administration and Local Brownfield Remediation Fund Retained by BRA (per year)	10%	10%
BRA TIF Reimbursements Allocated/Available to Developer (after above)	90%	90%
Average Annual BRA Tax Increment Revenue Allocated/Available to Developer (low estimate)	\$172,414	\$161,290
BRA Eligible Activity Amount Assumed Allowable for Reimbursement to Developer (with 5% Simple Interest)	\$2,500,000	\$2,500,000
BRA TIF Capture Years Needed for Developer Reimbursement (upon 100% project completion)	14.5 years	15.5 years

**NOTES:**

**(a)**Capturable BRA Millages vary between the two different Project Types. Owner Occupied products that claim Principal Residence Exemption (Homestead Tax Exemption) do not pay on the 18 mills School Operating rate but in the City of Farmington and Farmington Hills they pay in exchange School Supplemental mills that vary each year. For 2019 those School Supplemental mills were 7.5634 and thus these were applied to the Robertson Brothers Conceptual Project Model. River Caddis cannot be exempted from the 18 mills School Operating rate and thus it was used in their Conceptual Project Model.

**(b)**Projected Future Taxable Value (PFTV) projections were based upon Conceptual Project Models to “estimate” Property Taxes Upon Completion. The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available from the DDA

and BRA will be based on actual agreed upon assumptions to derive available tax increment revenue to Developer, the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture, and other variables.

59 Townhome Units, Owner Occupied Robertson Brothers				124 Market Rate Apartments, Rental River Caddis			
Range	PFTV	Estimated Taxes Paid (per Unit)	TOTAL Estimated Taxes Paid (Project)	Range	PFTV	Estimated Taxes Paid (per Unit)	TOTAL Estimated Taxes Paid (Project)
Low	\$ 7,375,000	\$ 6,164	\$ 363,664	Low	\$ 3,943,294	\$ 1,900	\$ 235,600
Average	\$ 7,743,750	\$ 6,472	\$ 381,847	Average	\$ 4,877,232	\$ 2,350	\$ 291,400
High	\$ 8,112,500	\$ 6,780	\$ 400,031	High	\$ 5,811,170	\$ 2,800	\$ 347,200

**Robertson Brothers** - Based upon a PFTV amount provided by this Developer off their anticipated townhome sales price of \$250,000 (low) to \$275,000 (high) per unit (average \$262,500 per townhome utilized in analysis).

**River Caddis** - Based upon a PFTV amount provided by data obtained from Oakland County for estimated annual property taxes paid of \$1,900 (low) to \$2,800 (high) per unit (average \$2,350 per apartment utilized in analysis) adjusted for the City of Farmington.

(c)Each project’s analysis assumes State Tax Increment Revenue Capture will be approved by the State for Brownfield Activities.

Lastly, there have been Council questions and developer claims as to what these development projects would do for the downtown in terms of economic impact. While we have our own professional opinions on these matters due to our experiences across Michigan, we are not qualified to conduct a study or render a written opinion. As such, we contracted with LandUse USA Urban Strategies to perform a Retail Market Assessment (see Attachment D) to determine the financial impact each of these projects will have on downtown. In short, based upon the analysis completed, ***even without accounting for the spending export of owners compared to local spending by renters. The renters would collectively generate \$2.5 million in annual aggregate sales for retail and complementary categories (entertainment, restaurants, and services), which is enough to support three (3) new stores or businesses. In comparison, the owners would generate \$1.6 million in annual sales, or enough to support two (2) new businesses.***

Below is a listing of the Attachments included in this memorandum:

- Attachment A – City Team Evaluation of Developer Responses, RFQ Questionnaire and Clarifications Responses
- Attachment B – River Caddis RFQ Questionnaire and Clarifications Responses
- Attachment C – Robertson Brothers Homes RFQ Questionnaire and Clarifications Responses
- Attachment D – LandUse USA Urban Strategies Retail Market Assessment Report, February 28, 2021

On Thursday March 4th at 6:30PM, city staff and the consulting team will be available for questions while Council considers the information provided herein to aide in their developer selection.

We look forward to speaking with you about this in more detail at your next meeting. If you have any questions, feel free to contact us at 810-734-0000 or you can email me directly at [sprague@cibplanning.com](mailto:sprague@cibplanning.com).

**CIB Planning**



Justin Sprague  
Vice President

Attachments: A through D

**ATTACHMENT A**  
**City Team Evaluation of**  
**Developer Responses**

**RFQ Questionnaire and**  
**Clarifications Responses**



**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

**Comparative Criteria Questions for Request for Qualifications (RFQ) Developer Selection - 33000 Thomas Street Redevelopment Project**

Developer Capacity and Quality of Team	Responses - Demonstrated experience in and capability for designing, permitting, developing, and managing similar residential projects as proposed by the developer on Brownfield sites. Attachments may be included for any of the responses.	
<p>Brownfield redevelopment is often a complex and risky undertaking, especially for residential projects. The City has provided the developer with all available environmental assessment reports and other information identifying these Brownfield conditions completed to date. As identified in these reports, the contamination on-site will need to be dealt with by the selected developer. Explain in as much detail as possible how your team plans on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City.</p>	<p style="text-align: center;"><b>ROBERTSON BROTHERS</b></p> <p><b>Soil Contamination</b> – Planned approach is to remove all contaminants and replace with engineered fill.</p> <p>No evaluation of existing provided data sufficiency was conducted.</p> <p>Future homeowners will be advised about the environmental cleanup, closure/No Further Action report and approval and future risk to exposure, or lack thereof, through the condominium documents and disclosure statements that they are contractually obligated to sign confirming receipt. All future owners will be offered access to all closure and environmental information and as always will be advised to seek council from their attorney. No mention of deed restrictions or end-use restrictions that may need to be placed on the property.</p> <p>Their planned intent, if successful, is to remediate the property to a level of unrestricted residential use criteria. If unsuccessful, Baseline Environmental Assessments (BEAs) and Due Care Plans will describe the remaining contaminants left in place and how future owners/operators of the property will deal with residual contaminants (i.e. deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property).</p> <p>Asbestos abatement and demolition materials will be removed from the property.</p>	<p style="text-align: center;"><b>RIVER CADDIS</b></p> <p><b>Soil Contamination</b> – Planned approach is to remove all contaminants and replace with engineered fill.</p> <p>Existing data was evaluated and determined that additional investigation was needed to define the entire excavated area required and environmental actions needed to allow for their development. A detailed scope of work and approach was provided on page 12-13 of the PDF response.</p> <p>Under the proposed development, River Caddis will remain the property owner/manager and will maintain compliance with all due care obligations under Michigan Part 201, including operation, maintenance, and record keeping for all occupant exposure controls (i.e. vapor intrusion controls, dermal contact barriers, etc.), if employed.</p> <p>Their planned intent, if successful, is to remediate the property to a level of unrestricted residential use criteria. If unsuccessful, Baseline Environmental Assessments (BEAs) and Due Care Plans will describe the remaining contaminants left in place and how future owners/operators of the property will deal with residual contaminants (i.e. deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property).</p> <p>Asbestos abatement and demolition materials will be removed from the property.</p>



**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

	ROBERTSON BROTHERS	RIVER CADDIS
<p>If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.</p>	<p>They will prepare a Due Care Plan that will specify requirements for any ongoing maintenance requirements that the Homeowner’s Association will be obligated to perform through the established Master Deed and Bylaws. Additionally, all initial homebuyers and subsequent owners will have full disclosure provided to them through the Master Deed and Bylaws. In addition, the board of directors of a Homeowner’s Association is a perpetual entity and not subject to future sale or transfer of ownership.</p> <p>If there are contaminated soils left in-place on individual condominium parcel(s)/property, Developer would for contaminates exceeding:</p> <ol style="list-style-type: none"> <li>1. Residential Direct Contact Criteria - If the soils above criteria are under impervious surfaces/structures those would be required to remain in-place and not be removed. If soils above criteria are in landscaped area, the due care plan would provide that the property manager would periodically inspect the property to confirm that the landscaping remains intact and, that if repairs are required, then appropriate measures would be taken to protect workers and residents from unacceptable exposure. Under direction of the resident controlled Homeowners Association, the condominium management company would be primarily responsible for monitoring compliance with the Due Care plan. Notices would be provided to all purchasers of condominium units in compliance with Part 201 and the Michigan Condominium Act. Similar Due Care plans are regularly implemented for redevelopment projects throughout the State of Michigan.</li> <li>2. Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels {assuming some type of vapor mitigation system was required to protect the home} - Ongoing O&amp;M requirements for a vapor mitigation system would be included in the due care plan to be monitored by the property manager under direction from the Homeowners Association. Appropriate measures would be included in the Master Deed to assure implementation of these measures. The Master Deed and Bylaws will provide for specific responsibility for the ongoing responsibility of the Homeowner’s Association, and all homeowners will have been provided full disclosure for any ongoing environmental concerns.</li> </ol>	<p>Since third party owners/operators (i.e. condominium owners or home owners/condominium associations) will not be involved, and because River Caddis will operate and maintain the property in compliance with all due care obligations (identified in a Due Care Plan), as it is legally required under Michigan Part 201, it is not necessary to implement deed restrictions to ensure that third parties comply with due care.</p>
<p>Identify your Brownfield real estate attorney and their experience with similar projects as proposed.</p>	<p>Richard A. Barr                  Honigman, LLP                  313.465.7308                  rbarr@honigman.com  <a href="http://www.honigman.com">www.honigman.com</a>                  Very qualified competent and experienced attorney in environmental matters.</p>	<p>Steven J. Rypma, Partner                  Honigman, LLP                  269.337.7842                  srypma@honigman.com  <a href="http://www.honigman.com">www.honigman.com</a>                  Very qualified competent and experienced attorney in environmental matters.</p>





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Identify your environmental consultant/engineer and their experience with similar projects as proposed.	<p>Douglas M. McDowell, M.S., P.E.                      McDowell &amp; Associates                      248.399.2066  <a href="mailto:doug.mcdowell@mcdowasc.com">doug.mcdowell@mcdowasc.com</a></p> <p><b>a)</b> Environmental Consultant’s experience over the last 7 years (2014-2020) with their number of completed and adopted/approved:</p> <ul style="list-style-type: none"> <li>i. 5 = Brownfield Plans;</li> <li>ii. 4 = Act 381 Work Plans with EGLE (former MDEQ);</li> <li>iii. 1 = Act 381 Work Plans with MSF (MEDC), and;</li> <li>iv. 1 = EGLE (former MDEQ) Grants/Loans.</li> </ul> <p>NOTE: Robertson also has also utilized SME for this work and may use SME on this project. SME Response: For the past 7 years, SME has prepared and had adopted twenty-six (26) Brownfield Plans, has prepared sixteen (16) Act 381 Work Plans with EGLE, eleven (11) Act 381 Work Plans with MSF (MEDC), and thirteen (13) EGLE (former MDEQ) Grants/Loans.</p> <p><b>b)</b> Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020) = None.                      NOTE: Robertson also has also utilized SME for this work and may use SME on this project. SME has worked with thirty-two (32) Brownfield Redevelopment Authorities over the last 7 years.</p> <p>Additionally, Richard Barr will be acting in capacity as their attorney for Brownfield related items and his information was provided.</p>	<p>J. Adam Patton, CHMM                      PM Environmental Inc.                      800-313-2966  <a href="mailto:Patton@pmenv.com">Patton@pmenv.com</a></p> <p><b>a)</b> Environmental Consultant’s experience over the last 7 years (2014-2020) with their number of completed and adopted/approved:</p> <ul style="list-style-type: none"> <li>i. 77 = Brownfield Plans;</li> <li>ii. 23 = Act 381 Work Plans with EGLE (former MDEQ);</li> <li>iii. 31 = Act 381 Work Plans with MSF (MEDC), and;</li> <li>iv. 9 = EGLE (former MDEQ) Grants/Loans.</li> </ul> <p><b>b)</b> Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020) = 36.</p>
Identify your geotechnical engineer and their experience with similar projects as proposed.	<p>Douglas M. McDowell, M.S., P.E.                      McDowell &amp; Associates                      248.399.2066  <a href="mailto:doug.mcdowell@mcdowasc.com">doug.mcdowell@mcdowasc.com</a></p>	<p>Mark S. Stapleton, P.E.                      G2 Consulting Group                      248-680-0400  <a href="mailto:mstapleton@g2consultinggroup.com">mstapleton@g2consultinggroup.com</a></p>



**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

	ROBERTSON BROTHERS	RIVER CADDIS
The quality of the team’s reputation and references, particularly in terms of its regulatory track record and an ability to complete projects as proposed is important. Please provide a list of references for at least three (3) completed or under development projects on Brownfield sites as follows: <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Project Address</li> <li>• Municipal Contact Person</li> <li>• EGLE Contact Person</li> <li>• BRA Contact Person</li> </ul>	Project information provided demonstrated experience on two (2) projects with environmentally contaminated Brownfield sites where soil was removed.	Project information provided demonstrated experience on three (3) projects with environmentally contaminated Brownfield sites where soil was removed, and where vapor mitigation systems were employed.
<b>Developer’s Financial Approach of Managing Brownfield Conditions</b>	<b>Responses - Demonstration of ability to secure Brownfield financing.</b>	
Explain your financing approach for dealing with the Brownfield conditions (including asbestos abatement, demolition and environmental) as explained above for what your team described on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including securing interim financing.	Developer will source finance the Brownfield conditions with Developer equity and bank financing and use Brownfield tax increment financing to reimburse for those eligible activity expenses, including interest, from the City.  Developer in conjunction with the City and/or on behalf of the City would seek such other sources as EGLE brownfield grants/loans, EPA Grants, Oakland County Main Street, MDNR, Community Fund for SE Michigan, Kresge Foundation, Ralph Wilson Foundation, ERB Foundation, and other sources as appropriate.  Developer’s proposal is not contingent upon any other sources of public funding other than a Brownfield tax increment financing from the city and state. If state tax increment revenue reimbursement is not supported, then the Developer would request the local City brownfield/DDA plan backfill those eligible expenses that would have otherwise been reimbursed from state tax increment revenues.  Developer will seek use of state tax increment revenue reimbursement in addition to local tax increment revenues from the City through EGLE and MSF (MEDC) approvals under submitted Act 381 Work Plans.	Developer will source finance the Brownfield conditions with Developer equity and bank financing and use Brownfield tax increment financing to reimburse for those eligible activity expenses, including interest, from the City.  Developer typically pursues state and local Brownfield funding assistance conditioned upon what they uncover in their due diligence: <ul style="list-style-type: none"> <li>• City BRA Brownfield TIF</li> <li>• EGLE Grants/Loans and Brownfield TIF</li> <li>• Michigan Strategic Fund (MSF) Grants/Loans and Brownfield TIF administered by the MEDC</li> <li>• Oakland County BRA Assistance</li> </ul> With the information provided to date, the Developer at this time needs at minimum full city and state support of Brownfield TIF as allowed under Act 381. If state tax increment revenue reimbursement is not supported, then the Developer would request the local City brownfield/DDA plan backfill those eligible expenses that would have otherwise been reimbursed from state tax increment revenues.  Developer will seek use of state tax increment revenue reimbursement in addition to local tax increment revenues from the City through EGLE and MSF (MEDC) approvals under submitted Act 381 Work Plans.
Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for environmental, asbestos abatement or demolition activities needed to allow for the proposed development project.	City support of Brownfield TIF as allowed under Act 381.	City support of Brownfield TIF as allowed under Act 381.



**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

	<b>ROBERTSON BROTHERS</b>	<b>RIVER CADDIS</b>
Understanding that there are other sources of public financing available, other than the City, identify what other sources of public financing your project may pursue and from what agency.	Developer in conjunction with the City and/or on behalf of the City would seek such other sources as EGLE brownfield grants/loans, EPA Grants, Oakland County Main Street, MDNR, Community Fund for SE Michigan, Kresge Foundation, Ralph Wilson Foundation, ERB Foundation, and other sources as appropriate.	Developer typically pursues state and local Brownfield funding assistance conditioned upon what they uncover in their due diligence: <ul style="list-style-type: none"> <li>• City BRA Brownfield TIF</li> <li>• EGLE Grants/Loans and Brownfield TIF</li> <li>• Michigan Strategic Fund (MSF) Grants/Loans and Brownfield TIF administered by the MEDC</li> <li>• Oakland County BRA Assistance</li> </ul>
Identify what other sources of public financing are a requirement to allowing your project to financially proceed and explain why.	None but City support to offset Brownfield TIF through other sources of funding (i.e. Grants).	None but City support to offset Brownfield TIF through other sources of funding (i.e. Grants).
<b>Developer’s Financial Approach of Infrastructure Improvements</b>	<b>Responses</b> - Demonstration of ability to secure Infrastructure Improvements financing. Attachments may be included for any of the responses.	
Explain your financing approach for dealing with the infrastructure improvements needed to support the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including completing the proposed public amenities and pathways/connections.	Developer will source finance the infrastructure and Public amenities with Developer equity and bank financing and use DDA tax increment financing to reimburse for those eligible activity expenses, including interest, from the City.	Developer will source finance the infrastructure and Public amenities with Developer equity and bank financing and use DDA tax increment financing to reimburse for those eligible activity expenses, including interest, from the City.



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	<p style="text-align: center;"><b>ROBERTSON BROTHERS</b></p>	<p style="text-align: center;"><b>RIVER CADDIS</b></p>
<p>Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for infrastructure improvement activities needed to allow for the proposed development project.</p>	<p>Developer wants to explore placing a TIF Bond (a.k.a. a “Revenue Bond”) on the project.</p> <p>This “Revenue Bond” is not like a General Obligation Bond where the City’s full faith and credit backs the bond. The Revenue Bond/TIF Bond is backed by the Developer in the event there is insufficient tax increment financing (TIF) revenue to service the bond debt but the administrative cost to the City is high, however these administrative costs are reimbursable through TIF.</p> <p>Developer’s response stated that their development company wants to explore placing a tax increment financing (TIF) Bond on the project through the City (assumed for infrastructure improvements with DDA or Brownfield activities with BRA) as a source of funds for work and use TIF revenues to meet the TIF Bonds annual debt service payments. If the City will not support any TIF Bonds, it does not change their proposal or purchase offer Option A or Option B. Developer would like the City to consider allowing them to work on a bond placement AFTER their units are sold and the taxable values established that would be of no recourse to the City, subject to City review and approval. In the event this form of bond placement proves not feasible to either the Developer or the City then they would still honor their Option A or Option B proposals and simply wait for reimbursement through tax increment revenues with simple interest on all eligible activities.</p>	<p>None. Developer will not ask the City to directly pay or bond for any of the infrastructure improvements.</p>



**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

<p>On a site plan from your original RFQ submittal, identify what infrastructure improvements the developer will finance and what the developer is looking for the City to “directly” finance.</p>	<p style="text-align: center;"><b>ROBERTSON BROTHERS</b></p> <p>Developer as per their drawing will directly finance:</p> <ol style="list-style-type: none"> <li><u>1. At grade connector between Grand River and Thomas Street:</u> Redevelop the two city owned parcels between Grand River Ave and Thomas St. Plan illustrated public parking and pedestrian/bicycle connection with landscape, lighting, and seating;</li> <li><u>2. Warner Street and Connector to Thomas Street Improvements:</u> None;</li> <li><u>3. East-West Pathway along Riverbank and Shiawassee Park Connection:</u> Plan indicated a pathway on backside of property connecting the central common area to existing Shiawassee Park Stairway;</li> <li><u>4. At grade connector through development between Thomas Street and Riverbank:</u> Plan illustrated a pedestrian/bicycle connection with landscape, lighting, and seating. Provides a clear visual connection from Grand River to Riverbank. Connection is through development and is the front yard for several of the townhomes;</li> <li><u>5. Thomas Street and School Street Improvements:</u> Adding shared on-street parking along Thomas Street, install sidewalks and extension of School Street;</li> <li><u>6. Existing Shiawassee Park Stairway Upgrades:</u> Add a hillside tram that would be accessible all pedestrians (ADA Compliant).</li> </ol> <p>NOTE: These public amenities will only occur under Robertson’s Option B Plan if they receive:</p> <ul style="list-style-type: none"> <li>- tax increment financing.</li> <li>- approval for 59 townhome units.</li> </ul>	<p style="text-align: center;"><b>RIVER CADDIS</b></p> <p>Developer as per their drawing will directly finance:</p> <ol style="list-style-type: none"> <li><u>1. At grade connector between Grand River and Thomas Street:</u> Collaboratively with the city and stakeholders Developer would explore the opportunity to redevelop the two city owned parcels between Grand River Ave and Thomas St. Plan illustrated a pedestrian/bicycle connection with landscape, lighting, seating and potential other programmable area for community functions;</li> <li><u>2. Warner Street and Connector to Thomas Street Improvements:</u> Collaboratively redesign the existing state of Warner Street and its connection to the Thomas Street, the neighborhood, Downtown and the MTC site; Along Thomas Street Developer could introduce new dedicated bike path that connects to downtown and the neighborhood to north, wide lit accessible sidewalks and crosswalks, new curb and gutter, greenbelts and sustainable landscape, roadway improvements and signage, water and sewer connections (if needed);</li> <li><u>3. East-West Pathway along Riverbank and Shiawassee Park Connection:</u> At the Northwest corner of the MTC site they have illustrated a potential ‘pocket park’, Developer plans to collaborate with the citizens to explore the opportunity to implement an amenity that fits the needs of the community at this location. Plan indicated a pathway between the ‘pocket park’ and Shiawassee Park. Developer engineers will investigate the technical requirements in creating the path, along with the input from the community and designers. The path has the potential to serve as an education tool for nature, art and/or physical exercise but at minimum to provide an illuminated, safe, accessible, durable, and easy-to- maintain feature that allows pedestrians to traverse safely between the park and downtown;</li> <li><u>4. At grade connector through development between Thomas Street and Riverbank:</u> Plan illustrated a pedestrian/bicycle connection with landscape, lighting, and seating. Connection is along west side of development adjacent to church parking lot. Connection is accessible to adjacent neighborhood and more accessible to public/private parking areas. Developer plans to engage the church to understand their needs as their neighbor and partner to assess their desires going forward. Developer’s plan indicates the potential of reworking their parking lot in a way to maximize their land for their parking needs (and Public parking use). Developer will also explore any potential relationship to create more of a public benefit there if possible;</li> <li><u>5. Thomas Street and School Street Improvements:</u> Along School street Developer would install sidewalks, lighting, curb and gutter, landscape, and roadway improvements that would complement and connect not only their development but the Park and the downtown.</li> <li><u>6. Existing Shiawassee Park Stairway Upgrades:</u> Stairway upgrades.</li> </ol> <p>NOTE: These public amenities will only occur under River Caddis’s Plan if they receive:</p> <ul style="list-style-type: none"> <li>- tax increment financing</li> </ul>
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**“CITY TEAM EVALUATION OF DEVELOPER RESPONSES”**

Purchase Price	Responses - Outline of purchase offer, if any.	
<p>Understanding that the City is expecting to work out the purchase price as a part of the Purchase &amp; Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer is conditioned in any way, explain. If no offer is being provided, explain.</p>	<p style="text-align: center;"><b>ROBERTSON BROTHERS</b></p> <p>Robertson proposed two (2) Purchase Price Options:</p> <p>Option A = \$750,000 based upon the following:</p> <ul style="list-style-type: none"> <li>- No Public Infrastructure Improvements provided by Developer.</li> <li>- Infrastructure improvements within development completed, will only be for private use.</li> <li>- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.</li> <li>- City approves at least 59 townhome units.</li> </ul> <p>Option B = \$1,250,000 based upon the following:</p> <ul style="list-style-type: none"> <li>- Public Infrastructure Improvements described above and identified within the boundary on the drawing are completed if DDA tax increment financing is provided by City.</li> <li>- Infrastructure improvements within and around development completed will be for both public and private use where indicated on the drawing provided.</li> <li>- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.</li> <li>- City approves at least 59 townhome units.</li> </ul>	<p style="text-align: center;"><b>RIVER CADDIS</b></p> <p>River Caddis proposed one (1) Purchase Price Option:</p> <p>\$1,250,000 = To make the City whole for their investment, Developer proposed to purchase the MTC site school property at approximately \$750,000 and the two homes at approximately \$500,000 (total of approximately \$1,250,000), same price City paid when acquiring parcels based upon the following:</p> <ul style="list-style-type: none"> <li>- Public Infrastructure Improvements described above and identified within the boundary on the drawing are completed if DDA tax increment financing is provided by City.</li> <li>- Infrastructure improvements within and around development completed will be for both public and private use.</li> <li>- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.</li> </ul> <p>They stated that they referred to the MTC site purchase as everything within the boundary shown on their drawing, school and two city-owned homes, and that they did not know exactly what the City had into purchasing the property and thus did not include a purchase amount.</p> <p>Developer stated that if there is other City investment excluded that they are unaware of they would entertain that position as well.</p>



**“CITY TEAM – EVALUATION of RESPONSES”**

Schedule Feasibility	Responses - The project’s proposed timetable and the ability of the proponent to close on the property within a decent timeframe, undertake and complete the project as presented. Attachments may be included for any of the responses.	
<p>Once a Purchase &amp; Development Agreement is executed between the City and the developer, outline the anticipated schedule including securing approvals and project financing to close on the purchase of the property (up to the start of asbestos abatement and demolition).</p>	<p style="text-align: center;"><b>ROBERTSON BROTHERS</b></p> <p>374 days (3/3/2021 – 3/12/2022)</p>	<p style="text-align: center;"><b>RIVER CADDIS</b></p> <p>235 days (3/4/2021 – 10/25/2021)</p>
<p>Outline the anticipated schedule for asbestos abatement and demolition up through site development to allow for vertical construction of the proposed project.</p>	<p>181 days (3/12/2022 – 9/9/2022)</p> <ul style="list-style-type: none"> <li>• Assumes <b>Property Purchase occurs on 3/28/2022</b> to allow for asbestos abatement and demolition to begin.</li> </ul>	<p>91 days (10/25/2021 – 2/28/2022)</p> <ul style="list-style-type: none"> <li>• Assumes <b>Property Purchase occurs on 10/25/2021</b> to allow for asbestos abatement and demolition to begin.</li> </ul>
<p>Outline the anticipated schedule for completion of vertical construction for all structures proposed in the project through the project securing its last Certificate of Occupancy for construction of the proposed project.</p>	<p>640 days (6/26/2022 – 3/27/2024)</p>	<p>349 days (3/1/2022 – 6/30/2023)</p>
<p>Based upon your response to the above project’s proposed timetables, what is the entire duration of time needed from Purchase &amp; Development Agreement execution to last Certificate of Occupancy being received.</p>	<p>1,120 days or 37 months or <b>3.1 years</b> (3/3/2021 – 3/27/2024)</p> <ul style="list-style-type: none"> <li>• Assumes a selling pace of 3 townhome unit sales per month starting by 7/27/2022 and ending 3/27/2024 to complete development.</li> <li>• Assumes that:                             <ul style="list-style-type: none"> <li>○ Council Decision is made on 2/16/2021.</li> <li>○ Purchase Agreement is entered into on 3/3/2021.</li> </ul> </li> </ul>	<p>848 days or 28 months or <b>2.3 years</b> (3/4/2021 – 6/30/2023)</p> <ul style="list-style-type: none"> <li>• No unit sales required to complete development.</li> <li>• Assumes that:                             <ul style="list-style-type: none"> <li>○ Council Decision is made on 2/16/2021.</li> <li>○ Purchase Agreement is entered into on 3/4/2021.</li> </ul> </li> </ul>



**“CITY TEAM – EVALUATION of RESPONSES”**

Past Project’s Entity Information	Responses – Identification of Developer’s past project’s entities and outcomes over the past 7 years (2014-2020).	
Provide a complete list of all the entities (LLCs, etc.) that your development team have used for their projects over the past 7 years (2014-2020) as follows: <ul style="list-style-type: none"> <li>• Entity Name</li> <li>Project Name</li> <li>Project Address</li> <li>Governing Municipality (City, Twp. etc.)</li> </ul>	<b>ROBERTSON BROTHERS</b>  Provided.	<b>RIVER CADDIS</b>  Provided.
For the development entities identified in the list above and your primary development entity, identify the development entity(s) (if any) that have been in litigation, arbitration, or any other dispute with a municipality, homeowners association, or any other entity in connection with these projects over the last 7 years (2014-2020).	There have been no litigation, arbitration, or dispute over the last 7 years.  No issues.	Trowbridge Village II, LLC located in East Lansing Michigan: Litigation from Trowbridge II, LLC to Tenant in defaulting on their long-term Lease Agreement.  No issues.
For any of the development entities that were included in the above list, outline the outcomes of any litigation, arbitration, or other disputes identified.	None.	In 2018-19 Trowbridge Village II, LLC was involved in litigation (pre-COVID) between itself and a Wendy’s Drive Thru under a different entity. Wendy’s was obligated to fulfill the terms of their long-term Lease Agreement. Wendy’s closed the restaurant over-night and refused to negotiate or fulfill the remaining agreed upon terms. Trowbridge Village II, LLC was successful in their suit.
For proposed development projects that are an owner-occupied concept, provide two (2) Master Deed examples from two (2) different projects with homeowner associations over the last 7 years (2014-2020).	Attached as their Exhibit 10 are two Master Deed Examples for recent comparable developments. These particular projects involved for-sale townhome communities that included Brownfield reimbursement for both environmental and non-environmental activities.	Not Applicable.



**ATTACHMENT B**  
**River Caddis**  
**RFQ Questionnaire and**  
**Clarifications Responses**

**From:** ERIC HELZER on behalf of /o=First Organization/ou=Exchange Administrative Group(FYDIBOHF23SPDLT)/cn=Recipients/cn=00020100015780F3  
**Sent:** Wednesday, February 24, 2021 8:33 AM  
**To:** 'John McGraw'  
**Cc:** Carmine Avantini; 'Justin Sprague' (sprague@cibplanning.com)  
**Subject:** RE: Clarification Questions: 33000 Thomas Street Redevelopment, Farmington MI

John – Thanks for your responses. We received the answers on time and will include in our comparative review of developers. We will also let you know when the Council will be considering the information to make their decision. Thanks again for all of the time you and your team invested into this process.

Thank You –

Eric P. Helzer, EDPF  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434

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**From:** John McGraw <jmcgraw@rivercaddis.com>  
**Sent:** Monday, February 22, 2021 10:10 PM  
**To:** ERIC HELZER <ephelzer@msn.com>  
**Cc:** Carmine Avantini <avantini@cibplanning.com>; 'Justin Sprague' (sprague@cibplanning.com) <sprague@cibplanning.com>  
**Subject:** RE: Clarification Questions: 33000 Thomas Street Redevelopment, Farmington MI

Thank you Eric, please see RCD answers below. Please confirm receipt.

**Question #A1: Yes**

**Question #A2: Yes. Our intention was make the city whole for its investment but we have had limited insight to the breadth of investment the City has undertaken. We have outlined what we understand to be the developable MTC site in both of our submissions. Once we were able to communicate with the city and its stakeholders we would be more open to other comprehensive ideas as well.**

**Questions #A3: Yes, in a continuation of Question #A2, if the City investment for the MTC Site is \$1,250,000 and this made the City whole on its investment, this would be our Purchase offer. If there is other investment excluded from this email we are unaware of we would entertain that position as well.**

**Question #B1: PM Environmental Experience**

1. **77** Brownfield Plans;
2. **23** Act 381 Work Plans with EGLE (former MDEQ);
3. **31** Act 381 Work Plans with MSF (MEDC), and;
4. **9** EGLE (former MDEQ) Grants/Loans.

**b)** Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020). **36 Municipalities**

Thank you for your work on this and look forward to hearing the City's position.

Respectfully,

John McGraw CCIM, CPM  
Director of Development

**River Caddis Development**

Direct: (517) 703-2107  
Website: [www.rivercaddis.com](http://www.rivercaddis.com)  
Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)

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**From:** ERIC HELZER <[ephelzer@msn.com](mailto:ephelzer@msn.com)>  
**Sent:** Friday, February 19, 2021 2:38 PM  
**To:** John McGraw <[jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)>  
**Cc:** Carmine Avantini <[avantini@cibplanning.com](mailto:avantini@cibplanning.com)>; 'Justin Sprague' (<[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
<[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
**Subject:** Clarification Questions: 33000 Thomas Street Redevelopment, Farmington MI

John – Thank you for your time and detailed responses to our Comparative Criteria Questions for RFQ Developer Selection. We have a few clarification questions to what you provided as outlined below. Please respond to this email with explanations to our questions and we will add those to our review. If you have any questions please contact me. ***We need your email responses returned by NOON Tuesday February 23, 2021.***

**ITEM A ---**

***For the question “Understanding that the City is expecting to work out the purchase price as a part of the Purchase & Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer is conditioned in any way, explain. If no offer is being provided, explain.”***

**Clarification Question #A1 - Yes or No, is the below summary correct?**

Your response to this question basically stated that to make the City whole for their investment, you proposed to purchase the MTC site for the same price they paid when acquiring it from the school system based upon the following:

- Public Infrastructure Improvements described and identified within the boundary on the drawing are completed if DDA tax increment financing is provided by City.
- Infrastructure improvements within and around development completed will be for both public and private use where indicated on the drawing provided.
- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.

**Clarification Question #A2 – Yes or No, does the “MTC site” in the text of your document also mean to include the two city-owned homes?** We are unclear as to what you are referring to as the “MTC site” because your submitted drawing boundary for what you are willing to directly finance for the development project included the two city-owned homes parcels between Thomas Street and Grand River.

**Clarification Question #A3 – If your answer to Clarification Question #A2 above is Yes: Yes or No, would you be willing purchase all the property (school and two city-owned home parcels) needed to make the City whole for their total investment of approximately \$1,250,000?** According to discussions with the City, the City’s purchase and associated costs for the school property was approximately \$750,000 and for the two homes it was approximately \$500,000 (total of approximately \$1,250,000).

**ITEM B ---**

**For the question “Identify your environmental consultant/engineer and their experience with similar projects as proposed.”**

**Clarification Question #B1 – Please have your environmental consultant/engineer respond to the following:**

Environmental Consultant’s experience over the last 7 years (2014-2020) with their number of completed and adopted/approved:

Brownfield Plans;  
Act 381 Work Plans with EGLE (former MDEQ);  
Act 381 Work Plans with MSF (MEDC), and;  
EGLE (former MDEQ) Grants/Loans.

Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020).

Again we thank you for your time in responding to these clarification questions and if we need to talk via phone we would be happy to do so.

Thank You –

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434

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**From:** ERIC HELZER  
**Sent:** Wednesday, February 10, 2021 8:21 AM  
**To:** Jim Clarke <[jclarke@robertsonhomes.com](mailto:jclarke@robertsonhomes.com)>; Tim Loughrin <[tloughrin@robertsonhomes.com](mailto:tloughrin@robertsonhomes.com)>; Darian Neubecker <[dneubecker@robertsonhomes.com](mailto:dneubecker@robertsonhomes.com)>; [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com); [kmcgraw@rivercaddis.com](mailto:kmcgraw@rivercaddis.com)  
**Cc:** Carmine Avantini <[avantini@cibplanning.com](mailto:avantini@cibplanning.com)>; 'Justin Sprague' (<[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
<[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
**Subject:** RE: Follow-up Developer Information Needed to RFQ for 33000 Thomas Street Redevelopment, Farmington MI - REVISED DOCUMENTS February 10, 2021  
**Importance:** High

Interested Developer’s – We have updated the attached documents provided to you earlier for completion. You are required to complete the attached revised set of documents having a revised date of February 10, 2021 . Minimal changes were made to these documents as summarized below so we have not extended the deadline in which you are required to complete these documents. Below is a summary of the changes made so as to aide in your completion of these documents.

- **Comparative Criteria Questions for RFQ Developer Selection:** One page was added to this document, page 6 of 7. No other changes were made.
- **Background Check Requirements:** Only change was to clarify the time period for the inquiry of responses and information required on the below two documents which is “for the calendar years 2014 through 2020 (past 7 years)”.
  - **Key Personnel Certification Form**
  - **Key Person Questionnaire**

If at any time you have questions on the attached, please contact me or CIB Planning (Carmine Avantini or Justin Sprague).

**The attached documents must be completed by your firm and returned to us no later than Noon Friday February 12, 2021.** Again, we appreciate your continued interest in redeveloping this property and we look forward to receiving your information.

Thank You –

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434

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**From:** ERIC HELZER  
**Sent:** Thursday, February 4, 2021 9:47 AM  
**To:** Jim Clarke <[jclarke@robertsonhomes.com](mailto:jclarke@robertsonhomes.com)>; Tim Loughrin <[tloughrin@robertsonhomes.com](mailto:tloughrin@robertsonhomes.com)>; [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com); [kmcgraw@rivercaddis.com](mailto:kmcgraw@rivercaddis.com)  
**Cc:** Carmine Avantini <[avantini@cibplanning.com](mailto:avantini@cibplanning.com)>; 'Justin Sprague' (<[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>)  
**Subject:** Follow-up Developer Information Needed to RFQ for 33000 Thomas Street Redevelopment, Farmington MI  
**Importance:** High

Interested Developer's – As you know, the City has asked that we follow-up with the two shortlisted development teams to gather additional information that will aide in their selection of a Developer to begin discussion on a mutually agreeable Purchase and Development Agreement. Attached are the following documents that we need to have completed by your firm and returned to us no later than Noon Friday February 12, 2021:

- **Comparative Criteria Questions for RFQ Developer Selection**

- **Background Check Requirements:**

We understand that each developer will more than likely establish a single purpose development entity for this project and that entity will ultimately will acquire the property upon full satisfaction of the Purchase & Development Agreement requirements, but for the purposes of the RFQ and the Purchase & Development Agreement, your Primary Development Entity shall be the entity for completing these forms.

Below are the instructions for completing the two forms. Please call if you have any questions.

- **Key Personnel Certification Form** - List the Primary Development Entity's Corporate Company or Partnership Directors, Officers, Partners, and/or Members and managerial employees who hold a pecuniary interest in the business entity of 20% or more – all must be listed. A Key Person Questionnaire must be completed for EACH. Attach additional pages if necessary.
- **Key Person Questionnaire** - Must be completed by EACH Corporate, Company or Partnership Director(s), Officer(s), Partner(s), and/or Member(s) managerial employees. In addition, list any person(s) who, directly or indirectly, hold a pecuniary interest in the Primary Development Entity of 20% or more ("Key Persons").

If at any time you have questions on the attached, please contact me or CIB Planning (Carmine Avantini or Justin Sprague).

We look forward to receiving your information.

Thank You –

Eric P. Helzer, EDFP

Advanced Redevelopment Solutions

e. [ephelzer@msn.com](mailto:ephelzer@msn.com)

c. 517.648.2434



Mr. Eric Helzer  
Mr. Carmine Avantini  
City of Farmington

RE: City of Farmington Request for Information (RFI)

Dear Mr. Helzer and Mr. Avantini,

The following is the supporting attachment to the RFI provided by the City of Farmington regarding the MTC site. This document will encompass the full response with multiple documents requested attached. We hope these help the City of Farmington in their pursuit of Partnership for the MTC site.

Please feel free to contact me with any questions or concerns regarding this document or its supporting information.

Sincerely,

John McGraw  
Director of Development  
River Caddis Development

**Appendix A: Original RFI**

**Appendix B: RFI Supplemental Information**

**Appendix C: Steve Rypma Legal/Brownfield Experience/Resume Appendix D: Mark Stapleton**

**Geotech Partner Resume Appendix E: Infrastructure Boundary Map**

**Appendix F: Construction Timeline/Gaant Chart**

**Appendix G: Development Entities**

**Appendix H : Background Information Releases - Confidential and in separate file sent to City**

**Appendix I : City of Midland BRA Letter of Support**



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**Appendix A: Original RFI**

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
Web: [www.rivercaddis.com](http://www.rivercaddis.com)



**Request for Qualifications (RFQ) - Follow-up Comparative Criteria Questions  
33000 Thomas Street Redevelopment Project**

**Comparative Criteria Questions for Request for Qualifications (RFQ) Developer Selection - 33000 Thomas Street Redevelopment Project**

<b>Developer Capacity and Quality of Team</b>	<b>Responses - Demonstrated experience in and capability for designing, permitting, developing, and managing similar residential projects as proposed by the developer on Brownfield sites. Attachments may be included for any of the responses.</b>
<p>Brownfield redevelopment is often a complex and risky undertaking, especially for residential projects. The City has provided the developer with all available environmental assessment reports and other information identifying these Brownfield conditions completed to date. As identified in these reports, the contamination on-site will need to be dealt with by the selected developer. Explain in as much detail as possible how your team plans on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City.</p>	<p><b>Please see attached supporting documentation – Appendix B</b></p>
<p>If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.</p>	<p><b>Please see attached supporting documentation – Appendix B</b></p>
<p>Identify your Brownfield real estate attorney and their experience with similar projects as proposed.</p>	<p><b>Steve Rypma Honigman – Resume Attached Appendix C</b></p>
<p>Identify your environmental consultant/engineer and their experience with similar projects as proposed.</p>	<p><b>Adam Patton PM Environmental – Resume Attached Appendix B</b></p>

**Request for Qualifications (RFQ) - Follow-up Comparative Criteria Questions**

**33000 Thomas Street Redevelopment Project**

<p>Identify your geotechnical engineer and their experience with similar projects as proposed.</p>	<p><b>Mark Stapleton</b>  <b>G2 Consulting– Resume Attached Appendix D</b></p>
<p>The quality of the team’s reputation and references, particularly in terms of its regulatory track record and an ability to complete projects as proposed is important. Please provide a list of references for at least three (3) completed or under development projects on Brownfield sites as follows:</p> <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Project Address</li> <li>• Municipal Contact Person</li> <li>• EGLE Contact Person</li> <li>• BRA Contact Person</li> </ul>	<ol style="list-style-type: none"> <li>1. Midland East End: Midland, MI <ul style="list-style-type: none"> <li>• 1000 E. Main Street. Midland, Michigan</li> <li>• Municipal Contact: Brad Kaye (989) 837.3301</li> <li>• EGLE Contact:</li> <li>• BRA Contact: Brad Kaye</li> </ul> </li> <li>2. Peerless Flats: Grand Haven, MI <ul style="list-style-type: none"> <li>• 125 Elliot Ave. Grand Haven, MI</li> <li>• Municipal Contact: Pat McGinnis</li> <li>• EGLE Contact: David Bandlow 616.745-5337</li> <li>• BRA Contact: Pat McGinnis</li> </ul> </li> <li>3. Trowbridge Village, East Lansing, MI <ul style="list-style-type: none"> <li>• 1038 Trowbridge Road, East Lansing, MI</li> <li>• Municipal Contact: Thomas Fehrenbach</li> <li>• EGLE Contact: Ms. Kim Sakowski, 517-582-2219, SAKOWSKIK@michigan.gov</li> <li>• BRA Contact: Thomas Fehrenbach</li> </ul> </li> </ol>
<p><b>Developer’s Financial Approach of Managing Brownfield Conditions</b></p>	<p><b>Responses - Demonstration of ability to secure Brownfield financing.</b></p>
<p>Explain your financing approach for dealing with the Brownfield conditions (including asbestos abatement, demolition and environmental) as explained above for what your team described on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including securing interim financing.</p>	<p>River Caddis Development has the financial wherewithal to source both debt and equity for the redevelopment of the former MTC site in downtown Farmington. Our company has the experience of redeveloping contaminated and physically challenged properties and thus we are prepared to finance 100% of the project costs, including the demolition and related soils costs.</p> <p>Below is a brief outline of our anticipated approach toward the financing to deal with the Brownfield conditions:</p> <ul style="list-style-type: none"> <li>• EGLE Grants/Loans: Our team has been very successful securing grants for brownfield conditions on sites in Michigan. We would first attempt to secure a grant for any environmental work as described in Appendix B. Loans through EGLE are our second approach to fund this work, and they require Brownfield Tax Increment Financing (TIF) as the payment method to meet the annual Debt service over no less than a 15-year period.</li> <li>• Oakland County Brownfield Redevelopment Authority (BRA) Assistance: Potential local site remediation revolving fund of which would be explored.</li> <li>• Any Brownfield work not funded with the above sources would be financed with developer equity and we would utilize Brownfield TIF to reimburse those eligible costs through the City BRA.</li> <li>• WE WILL NOT ASK THE CITY OF FARMINGTON TO DIRECTLY PAY OR BOND FOR ANY OF THESE BROWNFIELD COSTS. We will ask for the full support of the City BRA to aid in the making of application of EGLE grants/loans and Brownfield TIF.</li> </ul>

**Request for Qualifications (RFQ) - Follow-up Comparative Criteria Questions**

**33000 Thomas Street Redevelopment Project**

<p>Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for environmental, asbestos abatement or demolition activities needed to allow for the proposed development project.</p>	<p>River Caddis will seek to enter into a brownfield reimbursement agreement for all eligible costs to be repaid on a “pay as you go” basis from eligible TIF revenues available from the City of Farmington BRA. We also intend to work with the City of Farmington BRA to seek additional support from the Michigan Economic Development Corporation (MEDC) for additional State and Local School Tax Capture to both share the reimbursement burden and expedite eligible expense repayments to River Caddis. Because River Caddis will be assuming the costs of redeveloping the MTC site on its own as part of its overall financial structure, we will also seek interest payments on eligible TIF reimbursements, allowable under the Brownfield Redevelopment Finance Act, so long as this is an acceptable practice by the City of Farmington.</p>
<p>Understanding that there are other sources of public financing available, other than the City, identify what other sources of public financing your project may pursue and from what agency.</p>	<p>We would typically pursue state and local Brownfield funding assistance conditioned upon what we uncover in our due diligence:</p> <ul style="list-style-type: none"> <li>• City BRA Brownfield TIF</li> <li>• EGLE Grants/Loans and Brownfield TIF</li> <li>• Michigan Strategic Fund (MSF) Grants/Loans and Brownfield TIF administered by the MEDC</li> <li>• Oakland County BRA Assistance</li> </ul>
<p>Identify what other sources of public financing are a requirement to allowing your project to financially proceed and explain why.</p>	<p>With the information we have been provided today, we know at this time we need at minimum of the following:</p> <ul style="list-style-type: none"> <li>• Full City and state support of Brownfield TIF as allowed under Act 381</li> </ul>
<p><b>Developer’s Financial Approach of Infrastructure Improvements</b></p>	<p><b>Responses</b> - Demonstration of ability to secure Infrastructure Improvements financing. Attachments may be included for any of the responses.</p>
<p>Explain your financing approach for dealing with the infrastructure improvements needed to support the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including completing the proposed public amenities and pathways/connections.</p>	<p>River Caddis Development has the financial wherewithal to source both debt and equity for the redevelopment of the former MTC site in downtown Farmington. Our company has the experience of redeveloping urban infill and physically challenged properties and thus we are prepared to finance 100% of the costs related to infrastructure improvements that ultimately benefit the overall value of our development. We have numerous experiences working with public entities and entering into agreements to develop public infrastructure and amenities near our development sites.</p>

**Request for Qualifications (RFQ) - Follow-up Comparative Criteria Questions**

**33000 Thomas Street Redevelopment Project**

<p>Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for infrastructure improvement activities needed to allow for the proposed development project.</p>	<p>River Caddis will seek to enter into a reimbursement agreement with the Downtown Development Authority (DDA) for all eligible costs to be repaid on a “pay as you go” basis from eligible TIF revenues available from the City of Farmington DDA. River Caddis will seek all necessary approvals to work within the public right-of-way. Because River Caddis will be assuming the costs of public infrastructure outside of the immediate development site as part of its overall financial structure, we will also seek interest payments on eligible tax increment finance reimbursements, allowable under the DDA Act, so long as this is an acceptable practice by the City of Farmington. River Caddis recognizes the direct benefit off-site improvements have to our development, but also to the public at large and adjacent neighborhoods, therefore we accept the opportunity to build those improvements ourselves, subject to reimbursement of eligible expenses</p>
<p>On a site plan from your original RFQ submittal, identify what infrastructure improvements the developer will finance and what the developer is looking for the City to “directly” finance.</p>	<p>River Caddis Development intends to collaborate with the City of Farmington in the design and delivery of the public and social infrastructure improvements needed and desired by the municipality and its citizens. The City and its stakeholders have come together to architect ‘Imagine Farmington’, which our team will use as a guide in creating the vision for the project. Working with the city we will provide the infrastructure required in creating the key link between the City, Shiawassee park and beyond. These improvements include, but are not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Collaboratively redesign the existing state of Warner Street and its connection to the Thomas street, the neighborhood, Downtown and the MTC site; Along Thomas we could introduce new dedicated bike path that connects to downtown and the neighborhood to north, wide lit accessible sidewalks and crosswalks, new curb and gutter, greenbelts and sustainable landscape, roadway improvements and signage, water and sewer connections (if needed);</li> <li>2. At the Northwest corner of the MTC site we have illustrated a potential ‘pocket park’, we plan to collaborate with the citizens to explore the opportunity to implement an amenity that fits the needs of the community at this location. Our plan indicated a pathway between the ‘pocket park’ and Shiawassee Park. Our engineers will investigate the technical requirements in creating the path, along with the input from the community and designers. The path has the potential to serve as an education tool for nature, art and/or physical exercise but at minimum to provide an illuminated, safe, accessible, durable, and easy-to- maintain feature that allows pedestrians to traverse safely between the park and downtown;</li> <li>3. Collaboratively with the city and stakeholders we would explore the opportunity to redevelop the two city owned parcels between Grand River Ave and Thomas St. Our plan illustrated a pedestrian/bicycle connection with landscape, lighting, seating and potential other programmable area for community functions;</li> <li>4. We plan to engage the church to understand their needs as our neighbor and partner to assess their desires going forward. Our plan indicates the potential of reworking their parking lot in a way to maximize their land for their parking need. We would also explore any potential relationship to create more of a public benefit there if possible; and</li> <li>5. Along School street we would install sidewalks, lighting, curb and gutter, landscape, and roadway improvements that would complement and connect not only our development but the Park and the downtown.</li> </ol> <p>Based on the commitments already provided in the RFQ and during the site walk and interview process, we understand the City and DDA are willing to collaborate with River Caddis Development on the above outline improvements through the City DDA TIF reimbursement plan. Therefore, it is <b>our intention to finance all of the above activities and use DDA TIF reimbursement for our incurred eligible expenses. WE WILL NOT ASK THE CITY OF FARMINGTON TO DIRECTLY PAY OR BOND FOR ANY OF THESE COSTS.</b></p> <p><b>SEE INFRASTRUCTURE BOUNDARY MAP FOR ABOVE-DESCRIBED IMPROVEMENTS IN APPENDIX F.</b></p>
<p><b>Purchase Price</b></p>	<p><b>Responses - Outline of purchase offer, if any.</b></p>
<p>Understanding that the City is expecting to work out the purchase price as a part of the Purchase &amp; Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer</p>	<p>To make the City whole for their investment, we would propose to purchase the MTC site for the same price they paid when acquiring it form the school system.</p>

**Request for Qualifications (RFQ) - Follow-up Comparative Criteria**  
**33000 Thomas Street Redevelopment Project**

<b>Schedule Feasibility</b>	<b>Responses</b> - The project's proposed timetable and the ability of the proponent to close on the property within a decent timeframe, undertake and complete the project as presented. Attachments may be included for any of the responses.
Once a Purchase & Development Agreement is executed between the City and the developer, outline the anticipated schedule including securing approvals and project financing to close on the purchase of the property (up to the start of asbestos abatement and demolition).	<b>Please see attached supporting documentation – Appendix F</b>
Outline the anticipated schedule for asbestos abatement and demolition up through site development to allow for vertical construction of the proposed project.	As indicated in <b>Appendix B</b> , an Asbestos Abatement Protocol and Workplan for removal and proper disposal of asbestos and hazardous materials will be prepared prior to asbestos abatement and demolition activities. Clearance testing will also be conducted during asbestos activities, with the Environmental Consultant conducting oversight of asbestos abatement and hazardous materials removal activities.  A Notification of Intent to Renovate/Demolish will be submitted to EGLE at least 10 working days prior to asbestos abatement and 10-working days prior to demolition activities. A demolition permit will also be obtained from the City. Based on the materials identified in the October 2019 Pre-Demolition Asbestos and HAZMAT Survey report, is estimated that asbestos abatement and hazardous materials removal will take between six and eight weeks to complete, with building demolition and transport/disposal of the demolition debris requiring an additional <b>six to eight weeks</b> . River Caddis will update the construction schedule, including asbestos abatement and demolition timelines, as the project progresses.
Outline the anticipated schedule for completion of vertical construction for all structures proposed in the project through the project securing its last Certificate of Occupancy for construction of the proposed project.	<b>Please see attached supporting documentation – Appendix F</b>
Based upon your response to the above project's proposed timetables, what is the entire duration of time needed from Purchase & Development Agreement execution to last Certificate of Occupancy being received.	<b>Please see attached supporting documentation – Appendix F.</b>  The Total Duration from execution of the Purchase and Development Agreement to the Certificate of Occupancy <b><u>26 Months</u></b>
<b>Past Project's Entity Information</b>	<b>Responses</b> – Identification of Developer's past project's entities and outcomes over the past 7 years (2014-2020).

**Request for Qualifications (RFQ) - Follow-up Comparative Criteria**  
**33000 Thomas Street Redevelopment Project**

<p>Provide a complete list of all the entities (LLCs, etc.) that your development team have used for their projects over the past 7 years (2014-2020) as follows:</p> <ul style="list-style-type: none"> <li>Entity Name</li> <li>Project Name</li> <li>Project Address</li> <li>Governing Municipality (City, Twp. etc.)</li> </ul>	<p><b>Please see attached supporting documentation – Appendix G</b></p>
<p>For the development entities identified in the list above and your primary development entity, identify the development entity(s) (if any) that have been in litigation, arbitration, or any other dispute with a municipality, homeowners association, or any other entity in connection with these projects over the last 7 years (2014-2020).</p>	<p>Trowbridge Village II, LLC located in East Lansing Michigan: Litigation from Trowbridge II, LLC to Tenant in defaulting on their long-term Lease Agreement.</p>
<p>For any of the development entities that were included in the above list, outline the outcomes of any litigation, arbitration, or other disputes identified.</p>	<p>In 2018-19 Trowbridge Village II, LLC was involved in litigation (pre-COVID) between itself and a Wendy's Drive Thru under a different entity. Wendy's was obligated to fulfill the terms of their long-term Lease Agreement. Wendy's closed the restaurant over-night and refused to negotiate or fulfill the remaining agreed upon terms. Trowbridge Village II, LLC was successful in their suit.</p>
<p>For proposed development projects that are an owner-occupied concept, provide two (2) Master Deed examples from two (2) different projects with homeowner associations over the last 7 years (2014-2020).</p>	<p>N/A</p>



**AUTHORIZED REPRESENTATIVE CERTIFICATION**

On behalf of the Company named below, I am the authorized representative remitting the answers to the Comparative Criteria Questions for Request for Qualifications (RFQ) Developer Selection of the redevelopment at 33000 Thomas Street in the City of Farmington Michigan. I authorize the City of Farmington to review the information we have provided to the City for its RFQ Developer Selection purposes.

Further, I authorize the City of Farmington or any of their designees to verifying the information provided in support of our Company's response to the City's Comparative Criteria Questions.

I hereby certify that the information contained in this Comparative Criteria Questions response and in the exhibits or attachments submitted are true and correct to the best knowledge of the Company and the undersigned and are submitted to the City of Farmington as a basis for determining whether the City should select our Company as the developer for the redevelopment project at 33000 Thomas Street.

Primary Development Entity Legal Name  
(business entity entering into Purchase & Development Agreement)

Employer Tax Identification Number (EIN)

River Caddis Development, LLC

47-1226715

Signature of Company's Authorized Representative

Title

President/Member

Typed Name

Kevin T. McGraw

Telephone

(517) 703-2132

Email

kmcgraw@rivercaddis.com

Date

February 10, 2021



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## Appendix B: RFI Supplemental Information (could not fit into formatted document)

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***Brownfield redevelopment is often a complex and risky undertaking, especially for residential projects. The City has provided the developer with all available environmental assessment reports and other information identifying these Brownfield conditions completed to date. As identified in these reports, the contamination on-site will need to be dealt with by the selected developer. Explain in as much detail as possible how your team plans on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City.***

River Caddis Development, LLC reviewed the following environmental reports prepared for the property by AKT Peerless (AKT):

- August 27, 2019 Phase I Environmental Site Assessment (ESA);
- October 4, 2019 Pre-Demolition Hazardous Materials (HAZMAT) Survey;
- October 8, 2019 Phase II ESA;
- November 21, 2019 Supplemental Phase II ESA
- January 15, 2020 Phase I ESA Update
- July 29, 2020 Baseline Environmental Assessment

The August 27, 2019 Phase I ESA identified Recognized Environmental Conditions (RECs) associated with historical heating fuel sources including:

- 1) Documented use, management and storage of fuel oil in a 12,000-gallon fuel oil underground storage tank (UST), the removal of which was not documented, and the presence of a vent pipe suggestive of the presence of remaining fuel oil piping or an orphan fuel oil UST, which could extend to the adjoining property.
- 2) The historical use and storage of coal as a heating fuel in association with current and former buildings.

The October 2019 Pre-Demolition HAZMAT Survey identified various asbestos containing building materials and other regulated materials that will require removal and/or abatement and proper disposal prior to building demolition, and the presence of lead-containing paint that will require the use of lead-safe practices during demolition.

Phase II ESA investigations were conducted by AKT between September and November 2019 to assess the Phase I ESA RECs and to further investigate and delineate the general extent of contamination identified in soil. A Geophysical survey was also conducted in September 2019, which did not identify any USTs.

The Phase II ESA analytical results identified the presence of various petroleum compounds, chlorinated solvents, and the metal species mercury in soil exceeding Michigan's Part 201 cleanup criteria and Volatilization to Indoor Air Pathway (VIAP) screening levels, and chlorinated solvents in soil gas that





represent a vapor intrusion exposure hazard to building occupants, including post-development residential occupants. The general horizontal extent of soil contamination representing a vapor intrusion exposure hazard was documented by AKT. However, additional sampling and delineation of soil and soil gas concentrations is required to document their full extent.

Concentrations of metals were also identified above Michigan's Part 201 cleanup criteria with concentrations of arsenic also identified above the Residential Direct Contact criteria and concentrations of polychlorinated biphenyls (PCBs) exceeding Federal Toxic Substance Control Act (TSCA) Subpart D criteria, which represent a potential dermal contact exposure risk to residential property occupants. Although the extent of PCB soil concentrations was defined to within TSCA Subpart D criteria, the extent of arsenic concentrations was not fully delineated during the 2019 investigation activities. Additional investigation is also required to document the full extent of soil metals concentrations.

Contaminated groundwater was reportedly not identified during the Phase II ESA investigations.

River Caddis Development is proposing a multi-residential redevelopment. The comprehensive and centralized property management inherent to this proposed development will facilitate and ensure due care compliance, including implementation, operation, and maintenance of vapor intrusion or dermal contact controls, if required, without obligating tenants or site occupants to undertake or participate with those activities (i.e. via home owners/condominium associations, etc.), as may be the case with alternate development scenarios.

The proposed multi-residential development is compatible with the contaminated condition of the property, will be protective of site occupants, and compliant with all environmental regulations and due care obligations under Michigan Part 201, both during construction and post-development operations. Our preference would be to remediate all contamination that represents a potential vapor intrusion exposure hazard and dermal contact exposure hazard prior to building construction. However, additional environmental assessment activities are required to determine the feasibility of that approach and complete an associated risk-based cost/benefit evaluation of remedial approaches and alternatives that would be equally protective of residential occupants. Due to the previous delineation of PCB soil concentrations exceeding TSCA Subpart D criteria, the identified PCB concentrations in soil will be remediated via excavation and proper disposal at a licensed disposal facility.

This will include conducting a current Phase I ESA to determine whether any additional RECs exist that require investigation, in addition to the following:

- Preparation of a subsurface investigation workplan and health and safety plan to:
  - Investigate any RECs that were not assessed during the 2019 Phase II ESA investigations;
  - Delineate the horizontal and vertical extent of soil, groundwater (if present), and soil gas concentrations exceeding the Part 201 cleanup criteria, including the Dermal Contact criteria/TSCA Subpart D criteria and those that represent a vapor intrusion concern based on



- a comparison to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) VIAP screening levels and site-specific Volatilization to Indoor Air Inhalation Criteria requested from EGLE;
- Characterize contaminant concentrations in areas/depths that will be disturbed during construction, including future building locations, parking lot and storm water management areas, and utility corridors;
  - Conduct a Baseline Environmental Site Assessment in accordance with Michigan Part 201.

The above will be used to evaluate occupant exposure pathways/risks and develop an associated cost/benefit evaluation of due care response activities needed to address potential occupant exposures. These will include remediation/contaminant source removal (preferred), installation, operation, and maintenance of building vapor intrusion controls, and installation and maintenance of dermal contact surface barriers (i.e. both are potential alternates to remediation/source removal). A Due Care Response Activity/Construction Plan will then be prepared outlining actions to be conducted during redevelopment in compliance with all applicable health and safety and environmental regulations, including due care under Michigan Part 201 and federal TSCA regulations.

These will include:

- Construction Health and Safety Plan;
- Preparation of an Asbestos Abatement Protocol and Workplan for removal and proper disposal of asbestos and hazardous materials, and associated clearance testing prior to demolition;
- A Soil and Groundwater Management Plan;
- Soil erosion, construction excavation water and stormwater management, and fugitive dust and vapor control protocols (including permitting);
- Specifications for contaminant-compatible utility components (piping, gasketing, and liners, as applicable) and utility corridor controls needed to prevent migration/exacerbation of existing contamination;
- Remediation of contaminated soils to eliminate the need for building vapor intrusion controls or dermal contact barriers, along with verification sampling to document that remedial objectives are met;
- Implementation of building vapor intrusion controls and/or dermal contact surface barriers if remediation is not feasible;
- Oversight and monitoring of construction activities and installed engineering controls by an Environmental Professional;
- Construction summary and as-built reports;
- Post-construction Documentation of Due Care Compliance report, including any required inspection, operation, maintenance, and recordkeeping/reporting activities needed for vapor intrusion controls and/or dermal contact barriers (if used), resident/occupant notices, and other activities required to maintain compliance with Part 201 due care obligations.



- TSCA self-implementing PCB cleanup workplan and self-implementing closure reporting, as applicable.

**If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.**

As indicated above, our preference would be to remediate all contamination that represents a potential vapor intrusion exposure hazard and dermal contact exposure hazard prior to building construction. However, additional environmental assessment activities are required to determine the feasibility of that approach and complete an associated risk-based cost/benefit evaluation of remedial approaches and alternatives, including the use of building vapor intrusion controls and/or dermal contact barriers that would be equally protective of residential occupants. PCB concentrations in soil will be remediated with all soil concentrations exceeding TSCA Subpart D criteria excavated for proper disposal at a licensed disposal facility.

Under the proposed development, River Caddis will remain the property owner/manager and will maintain compliance with all due care obligations under Michigan Part 201, including operation, maintenance, and record keeping for all occupant exposure controls (i.e. vapor intrusion controls, dermal contact barriers, etc.), if employed.

Since third party owners/operators (i.e. condominium owners or home owners/condominium associations) will not be involved, and because River Caddis will operate and maintain the property in compliance with all due care obligations, as it is legally required under Michigan Part 201, it is not necessary to implement deed restrictions to ensure that third parties comply with due care.

Following development, a Documentation of Due Care Compliance report will be prepared outlining the response activities undertaken during construction, and requirements for maintaining due care compliance including but not limited to:

- Proper characterization, management, and disposal of contaminated soil and groundwater if future excavation or construction activities occur.
- Operation, maintenance, and record keeping associated with any engineering controls employed to prevent occupant exposures to contamination or those required to prevent exacerbation of existing contamination (i.e. vapor intrusion controls, dermal contact barriers, etc.).
- Maintaining the municipal water supply as the supply for potable, irrigation, and fire suppression water at the subject property.
- Providing appropriate notice to tenants and any contractors or utilities that may conduct sub-surface activities (i.e. excavation, utility repairs, etc.), regarding the contaminated status of the subject property.



- Assessing the vapor intrusion pathway and the need for vapor controls or remediation to prevent potential occupant vapor intrusion exposures, prior to the construction of future building structures or additions (if any).

In summary, River Caddis will remain the property owner/manager following development and will maintain compliance with all due care obligations under Michigan Part 201 without the need for deed restrictions.

**Identify your environmental consultant/engineer and their experience with similar projects as proposed.**

PM Environmental Inc.  
4080 West Eleven Mile Road  
Berkley Michigan 48072  
Contact: J. Adam Patton, CHMM  
Patton@pmenv.com  
800-313-2966

Headquartered in Michigan with offices across the eastern United States, PM is a full-service environmental consulting and engineering firm specializing in environmental due diligence, environmental risk evaluation/management, and redevelopment/reuse planning for contaminated properties. With environmental professionals practicing across multiple service lines including Environmental Due Diligence, Site Investigation/Remediation, Industrial Hygiene, Economic Incentives, and Architectural Services, plus an in-house field services division, PM is uniquely positioned to provide comprehensive environmental assessment, re-use/redevelopment planning, due care compliance, and related services from project inception to completion and beyond, and has been retained by River Caddis as its environmental consultant for the Thomas Street project.

A brief summary of PM's experience with redevelopment consulting at similar contaminate properties is included below:

1. Peerless Flats: 125 Elliot Avenue, Grand Haven, MI

River Caddis, is undertaking a \$24.7 million project, slated for construction this coming spring in Grand Haven, Michigan to redevelop a substantially vacant, underutilized, and contaminated site into 124-units of market rate apartments, an amenity building, and outdoor pool.

PM was retained to complete due diligence and economic incentives services. A Phase I ESA identified on-site recognized environmental conditions (RECs) associated with metal product manufacturing operations between at least 1920 and 1984, a warehouse and oil house building present on the property from between 1949 and 1955 until 1986. PM completed a subsurface investigation to assess the RECs identified



in the Phase I ESA. Site assessment activities consisted of soil, groundwater, soil gas. The Phase II ESA also included the investigation and identification of PFAS. PM developed conceptual cost estimates to assist the client in understanding their obligations for due care activities, including vapor mitigation, storm water containment, utility migration barriers, and contaminated soil and groundwater management, including groundwater PFAS treatment. As part of this work PM coordinated heavily with EGLE to address liable party concerns and develop engineering and institutional controls for the property. To help offset the costs of the \$24.7 million dollar project, PM is working with the project team and City of Grand Haven to prepare a Brownfield Plan and Act 381 Work Plan for Brownfield Tax Increment Financing (TIF) and submittal for EGLE Grant funding.

## 2. Capital City Market – 600 East Michigan Avenue, Lansing, Michigan

The site was underutilized for years, previously utilized for automotive service, multiple gasoline dispensing stations, a bulk oil terminal and coal yard and various dilapidated retail buildings. PM was initially brought on to perform environmental due diligence services on the four-acre property. Starting with a Phase I Environmental Site Assessment (ESA) and Phase II ESA, PM's involvement grew as the project's environmental needs increased in scope. PM also provided industrial hygiene and economic incentive services for the site. During environmental site investigations, underground storage tanks were identified at the property. PM aided in registration of the USTs in the Michigan Underground Storage Tank Authority (MUSTA) program to allow the developer to obtain funding to assist in remediation activities. Due care evaluation activates identified the need for various institutional and engineering controls to prevent occupant exposures to soil, groundwater, and vapor-phase contamination and included vapor intrusion control system, dermal contact surface barrier, sub-grade storm water retention, and utility/contaminant migration barrier design, installation, and operation/maintenance plan development, in close coordination with EGLE.

The four-acre project site has since been transformed into a four-story mixed used building consisting of a market, hotel, and apartments. The property is anchored by a Meijer operated urban market.

PM provided economic incentive consulting services which helped the \$41.5 million redevelopment obtain multiple funding approvals, necessary to bring the project to fruition. The project has been approved for approximately \$4.3 million in Brownfield Tax Increment Financing (TIF) reimbursement, an estimated \$2.25 million in grant and loan funding from EGLE and a \$1.5 million grant from the Michigan Economic Development Corporation (MEDC) Community Revitalization Program (CRP).

## 3. The Harrison, 1210 Morse Avenue, Royal Oak, Michigan

Located in a redevelopment target area of Royal Oak, this property was formerly occupied by various manufacturing and distribution companies, which included bulk road/fuel oil storage and distribution operations, coal storage, foam manufacturing, a plastic injection molding company, and a lumber distribution and woodworking company. As a contracted consultant for Oakland County's EPA



Assessment Grant, PM conducted a Phase I ESA, Phase II ESA, and BEA for the county and developer, in addition to comprehensive due care planning.

Assessments revealed significant contamination associated with the former operations including various petroleum products, chlorinated solvents, metals, and PCBs. The identification of PCBs, a federally regulated substance, necessitated the need to complete a TSCA Work Plan, which PM prepared and submitted to the EPA. The TSCA Work Plan was ultimately approved. Since the developer intended to transform the warehouse property into loft-style apartments, critical due care activities included the installation of vapor barriers and proper contaminated soil removal. PM provided the necessary vapor barrier bid-specs, oversight, sampling, and project management associated with these due care activities throughout the duration of the project. TSCA closure for PCBs was also granted by the United States Environmental Protection Agency. To assist in financing the project, PM assisted Royal Oak and Oakland County to leverage the EPA grant with private investment and assistance through a Brownfield Plan/381 Work Plan. The project was successfully completed and entailed the reuse of two warehouse buildings and parking area for new loft apartments, upgraded parking facilities, and private outdoor spaces for tenants. The project brought \$12 million in private investment to a tired area of the City as well as relief in off-setting costs related to the brownfield conditions.

***Outline the anticipated schedule for asbestos abatement and demolition up through site development to allow for vertical construction of the proposed project.***

As indicated above, an Asbestos Abatement Protocol and Workplan for removal and proper disposal of asbestos and hazardous materials will be prepared prior to asbestos abatement and demolition activities. Clearance testing will also be conducted during asbestos activities, with the Environmental Consultant conducting oversight of asbestos abatement and hazardous materials removal activities.

A Notification of Intent to Renovate/Demolish will be submitted to EGLE at least 10 working days prior to asbestos abatement and 10-working days prior to demolition activities. A demolition permit will also be obtained from the City. Based on the materials identified in the October 2019 Pre-Demolition Asbestos and HAZMAT Survey report, is estimated that asbestos abatement and hazardous materials removal will take between six and eight weeks to complete, with building demolition and transport/disposal of the demolition debris requiring an **additional six to eight weeks**. River Caddis will update the construction schedule, including asbestos abatement and demolition timelines, as the project progresses.



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Appendix C: Steve Rypma Legal/Brownfield Experience/Resume

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
Web: [www.rivercaddis.com](http://www.rivercaddis.com)



## Steven J. Rypma

Partner

srypma@honigman.com  
Kalamazoo | T: 269.337.7842

### Practices

- Real Estate
- Industrial and Office
- Leasing
- Retail
- Sustainability and Renewable Energy
- Zoning and Land Use
- Affordable Housing
- Multifamily and Manufactured Housing
- Government Relations and Regulatory
- Construction Planning
- Urban Redevelopment

### Education

- University of Denver Sturm College of Law, J.D.
- Hope College, B.A., *cum laude*
- Hope College, B.S.

### ADMISSIONS

- Indiana
- Michigan

Steve Rypma concentrates his practice on real estate transactions. He represents clients in all aspects of real estate acquisition, disposition, development, leasing, and financing. Steve's experience spans a range of sectors and industries, including office, retail, industrial, mixed-use, multifamily, and affordable housing.

- Represents local and national developers from concept to completion of complex real estate developments, often involving joint ventures, urban redevelopment and renewal, environmentally challenged sites, and economic development incentives
- Represents developers of affordable housing projects in connection with the acquisition and syndication of low-income housing tax credits and in loan, grant, and other financing transactions with federal, state, and local housing authorities, including HUD, the Michigan State Housing and Development Authority, and the Indiana Housing and Community Development Authority
- Advises institutional holders of real estate, such as manufacturers, hospital systems, retailers, banking, and educational institutions in connection with their corporate real estate concerns, including office and industrial leasing, purchase, and sale of facilities
- Certified LEED GA (Leadership in Energy and Environmental Design, Green Associate) since 2010

### Brownfield Development Experience

- Assemblage of multiple parcels in Kalamazoo County, Michigan, for new lifestyle retail shopping center, financed in part by brownfield tax increment financing
- Ground up single-family residential development on historically contaminated brownfield site in South Haven, Michigan financed in part by brownfield tax increment financing
- Property Exchange Agreement with the City of Detroit and the City of Detroit Brownfield Redevelopment Authority (\$65,000,000)
- Redevelopment of iron foundry site into new office development utilizing brownfield tax increment financing
- Major office redevelopment in downtown Midland utilizing brownfield TIF and tax credits
- Numerous other developments in the office, retail and multifamily space utilizing brownfield TIF and loans and grants from EGLE and local brownfield authorities





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Appendix D: Mark Stapleton: Geotechnical Partner Experience/Resume

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
Web: [www.rivercaddis.com](http://www.rivercaddis.com)

## Résumé

### Mark S. Stapleton, P.E. Associate / Project Manager

Mark has been performing geotechnical engineering for more than 30 years including design, report preparation, plans and specifications preparation, proposal preparation, geotechnical instrumentation design and installation, and contract negotiations.

Mark's signature projects include:

- **Clintondale Pump Station** – Provided geotechnical engineering services for the construction of a new pump station. Performed investigations and developed recommendations including construction alternatives to tunneling the inlet structure. Designed the temporary earth retention systems and a geotechnical instrumentation monitoring plan to address artesian conditions on the project site.
- **Genesee County Impoundment** – Provided engineering services regarding the construction of the 125-mg capacity earthen impoundment. Work included investigations, recommendations, earth retention design, vibration monitoring, laboratory testing, construction engineering, and materials testing.
- **Belle Isle CSO** – Provided engineering services regarding the Combined Sewer Overflow project on Belle Isle, Michigan. Engineering services included deep foundation design, geotechnical investigations and recommendation, pile load testing, vibration monitoring, foundation evaluations, earth retention design, dewatering evaluations, and materials testing during construction.
- **Conner Creek CSO** – Provided engineering service relative to the largest CSO discharge in Michigan. Performed investigation and recommendation, evaluated pile support systems, design deep foundation alternative, installed large scale geotechnical instrumentation and provided monitoring and recommendations. Evaluated earth retention and cofferdam structures, performed vibration monitoring, evaluated cofferdam deflections and provided corrective action plans.
- **Dugway Storage Tunnel** – Designed shafts ranging in configuration from circular with concrete ring beams to trapezoidal with steel bracing to facilitate construction of both tunnels and junction chambers for this \$179 million, 24-foot diameter, 15,000-foot long storage tunnel.
- **I-96 Reconstruction** – This project won ACEC of Michigan's 2015 Engineering & Surveying Excellence Award. Mark managed the engineering portion of this \$180 million project. It included 11 earth retention systems that safeguarded underground infrastructure during excavation and reconstruction of seven miles of highway and 37 bridges.
- **Macomb Interceptor District** – Identified areas of concern above the existing Romeo Arm Interceptor using state of the art techniques without soil borings.
- **Port of Monroe** – Designed cellular cofferdam system.
- **Country Club of Detroit** – The club completed a major renovation which consisted of reconfiguring the natatorium wing by moving a first-floor bowling alley down to the basement level in place of a long-unused swimming pool and providing a new first-floor fitness center – essentially building underneath an existing facility without damaging the structure. Mark designed a system of 120 steel mini piles to underpin the building and put it on stilts while pouring concrete foundation walls.
- **Detroit Events Center (Little Caesars Arena)** – Within one week of the notice to proceed, designed the earth retention system for the eight-story arena built 40 feet below street level.
- **Upper Michigan Energy Resources Corporation (UMERC)** retained a design/build team including G2 for two new electrical generating plants in the Upper Peninsula of Michigan. G2 value engineered the deep foundation systems which included driven H-Piles supporting horizontal and vertical loads.

## Résumé

Mark's prior work experience with the United States Army Corps of Engineers included performing engineering tasks in all aspects of Civil Works Projects in the Detroit District.

### Education

Bachelor of Science, Civil Engineering – Michigan State University

### Professional Affiliations

- Michigan Infrastructure and Transportation Association

### Areas of Specialization

- Heavy underground construction
- Design of deep tunnels and shafts
- Deep foundation designs
- Instrumentation program design and installation
- Dewatering system designs
- Multichannel Analysis of Surface Waves



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## Appendix E: Infrastructure Boundary Map

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
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## INFRASTRUCTURE BOUNDARY MAP

River Caddis Development intends to collaborate with the City of Farmington in the design and delivery of the public and social infrastructure improvements needed and desired by the municipality and its citizens. The City and its stakeholders have come together to architect 'Imagine Farmington', which our team will use as a guide in creating the vision for the project. Working with the city we will provide the infrastructure required in creating the key link between the downtown, Shiawassee park and beyond. These improvements include, but are not limited to the following:

1. Collaboratively redesign the existing state of Warner Street and its connection to the Thomas Street, the neighborhood, Downtown and the MTC site; Along Thomas we could introduce new parallel parking or a dedicated bike path that connects to downtown and the neighborhood to north, wide lit accessible sidewalks and crosswalks, new curb and gutter, greenbelts and sustainable landscape, roadway improvements, signage, water and sewer connections (as required);
2. At the Northwest corner of the MTC site we have illustrated a potential 'pocket park', we plan to collaborate with the citizens to explore the opportunity to implement an amenity that fits the needs of the community at this location. Our plan indicates a pathway between the 'pocket park' and Shiawassee Park. Our engineers will investigate the technical requirements in creating the path, along with the input from the community and designers. The path has the potential to serve as an education tool for nature, art and/or physical exercise but at minimum to provide an illuminated, safe, accessible, durable, and easy-to-maintain feature that allows pedestrians to traverse and enjoy safely between the park and downtown;
3. Collaboratively with the city and stakeholders we plan to explore the opportunity to redevelop the two city owned parcels between Grand River Ave and Thomas St. Our plan illustrated a pedestrian/bicycle connection with landscape, lighting, seating and potential other programmable area for community functions.
4. We plan to engage the church to understand their needs as our neighbor and partner and to assess their desires going forward. Our plan indicates the potential of reworking their parking lot in a way to maximize their land for their parking need. We would also explore any potential relationship to create more of a public benefit there if possible; and
5. Along School street we would install sidewalks, lighting, curb and gutter, landscape, and roadway improvements that would complement and connect not only our development but the Park and the downtown.

Based on the commitments already provided in the RFQ and during the site walk and interview process, we understand the City and DDA are willing to collaborate with River Caddis Development on the above outline improvements through the City DDA TIF reimbursement plan. Therefore, it is our intention to finance all of the above activities and use DDA TIF reimbursement for our incurred eligible expenses. WE WILL NOT ASK THE CITY OF FARMINGTON TO DIRECTLY PAY OR BOND FOR ANY OF THESE COSTS.





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Appendix F: Construction Timeline

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1038 Trowbridge Road  
East Lansing, MI

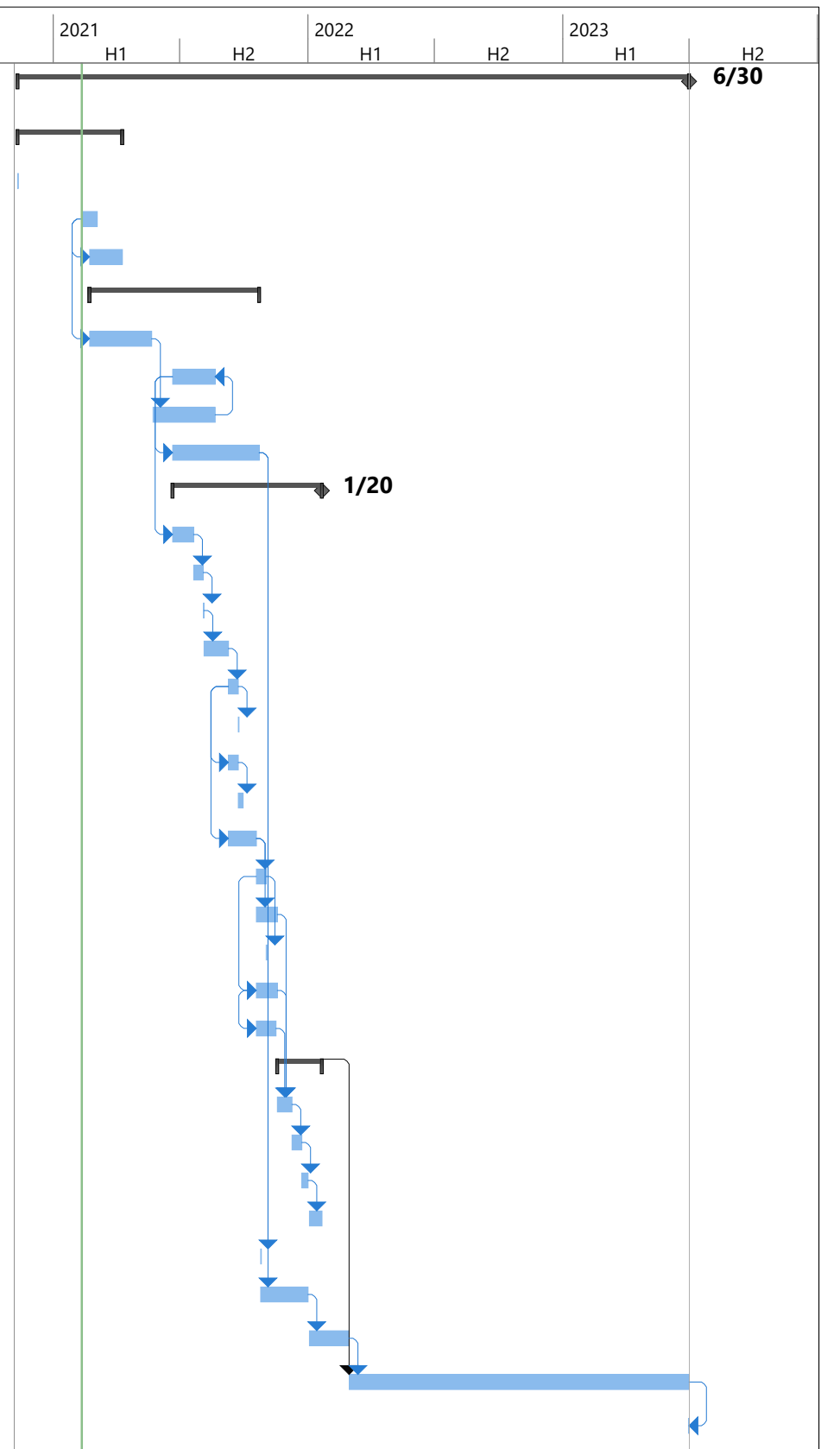


Office: 517 703-2107  
Mobile: 517 420-7393



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ID	Task Name	Duration	Start	Finish	2020		2021		2022		2023	
					H1	H2	H1	H2	H1	H2	H1	H2
1	<b>River Caddis - Farmington, MI</b>	<b>688 days</b>	<b>Wed 11/11/20</b>	<b>Fri 6/30/23</b>								<b>6/30</b>
2	<b>Developer Proposal &amp; Selection</b>	<b>108 days</b>	<b>Wed 11/11/20</b>	<b>Fri 4/9/21</b>								
3	Submit RFQ to City of Farmington	1 day	Wed 11/11/20	Wed 11/11/20								
4	Final Purchase / Development Agreement	15 days	Fri 2/12/21	Thu 3/4/21								
5	City Community Engagement	35 days	Mon 2/22/21	Fri 4/9/21								
6	<b>Entitlements</b>	<b>175 days</b>	<b>Mon 2/22/21</b>	<b>Fri 10/22/21</b>								
7	Planning Commission	65 days	Mon 2/22/21	Fri 5/21/21								
8	City BRA / City DDA / Oakland County Asst.	45 days	Mon 6/21/21	Fri 8/20/21								
9	City Council	65 days	Mon 5/24/21	Fri 8/20/21								
10	State (EGLE / MSF)	90 days	Mon 6/21/21	Fri 10/22/21								
11	<b>Pre-Construction</b>	<b>154 days</b>	<b>Mon 6/21/21</b>	<b>Thu 1/20/22</b>								
12	<b>30% Schematic Design</b>	<b>22 days</b>	<b>Mon 6/21/21</b>	<b>Tue 7/20/21</b>								
13	In-House Design Budgeting	10 days	Wed 7/21/21	Tue 8/3/21								
14	OACM Review Meeting	1 day	Wed 8/4/21	Wed 8/4/21								
15	<b>60% Design Development</b>	<b>25 days</b>	<b>Thu 8/5/21</b>	<b>Wed 9/8/21</b>								
16	Select Subcontractor Budgeting	10 days	Thu 9/9/21	Wed 9/22/21								
17	OACM Review Meeting	1 day	Thu 9/23/21	Thu 9/23/21								
18	Asbestos Abatement / Demolition - Out for Bidding	10 days	Thu 9/9/21	Wed 9/22/21								
19	Asbestos Abatement / Demolition - Post Bid Analysis and Award	5 days	Thu 9/23/21	Wed 9/29/21								
20	<b>90% Permit Drawings</b>	<b>28 days</b>	<b>Thu 9/9/21</b>	<b>Mon 10/18/21</b>								
21	Additional Subcontractor Budgeting	10 days	Tue 10/19/21	Mon 11/1/21								
22	Submit Permit Application / Permitting	22 days	Tue 10/19/21	Wed 11/17/21								
23	OACM Review Meeting	1 day	Tue 11/2/21	Tue 11/2/21								
24	<b>Construction Drawings</b>	<b>22 days</b>	<b>Tue 10/19/21</b>	<b>Wed 11/17/21</b>								
25	Prepare Bid Documents / Scopes of Work	20 days	Tue 10/19/21	Mon 11/15/21								
26	<b>Subcontractor and Material Vendor Procurement</b>	<b>46 days</b>	<b>Thu 11/18/21</b>	<b>Thu 1/20/22</b>								
27	Subcontractor Bidding	15 days	Thu 11/18/21	Wed 12/8/21								
28	Subcontractor and Vendor Post Bid Analysis and Interviews	10 days	Thu 12/9/21	Wed 12/22/21								
29	Subcontractor Recommendations	7 days	Thu 12/23/21	Fri 12/31/21								
30	Subcontractor Negotiations & Buyout	14 days	Mon 1/3/22	Thu 1/20/22								
31	<b>Close on Property</b>	<b>1 day</b>	<b>Mon 10/25/21</b>	<b>Mon 10/25/21</b>								
32	<b>Asbestos Abatement / Haz Mat Removal</b>	<b>50 days</b>	<b>Mon 10/25/21</b>	<b>Fri 12/31/21</b>								
33	<b>Demolition and Disposal of Existing Building</b>	<b>41 days</b>	<b>Mon 1/3/22</b>	<b>Mon 2/28/22</b>								
34	<b>Construction</b>	<b>349 days</b>	<b>Tue 3/1/22</b>	<b>Fri 6/30/23</b>								
35	<b>Certificate of Occupancy</b>	<b>1 day</b>	<b>Fri 6/30/23</b>	<b>Fri 6/30/23</b>								



River Caddis - Farmington  
Preliminary Schedule  
Date: Thu 2/11/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



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Appendix G: River Caddis Development, LLC and its Entities

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
Web: [www.rivercaddis.com](http://www.rivercaddis.com)



## Past Project's Entity Information

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Provide a complete list of all the entities (LLCs, etc.) that your development team have used for their projects over the past 7 years (2014-2020 as follows:

Entity Name

Project Name

Project Address

Governing Municipality (City, Township, etc.)

---

1. **Caddis Development Group, LLC/CVCS, LLC**  
Campus Village Apartments  
1711 Harvey Mitchell Parkway South  
College Station, TX 77840  
City of College Station, Texas (Brazos County Taxing Authority)
2. **Caddis Development Group, LLC/Midland Downtown Partners, LLC**  
East End  
215 State Street  
Midland, MI 48640  
City of Midland, Michigan
3. **Ames Caddis, LLC**  
Union at Iowa State University  
2229 Lincoln Way  
Ames, IA 50011  
City of Ames, Iowa
4. **Trowbridge Village, LLC**  
**Trowbridge Village, LLC**  
**Trowbridge Village I, LLC**  
**Trowbridge Village II, LLC**  
**River Caddis Development, LLC**  
Trowbridge Village Michigan State University  
940 – 1038 Trowbridge Road, East Lansing, Michigan  
City of East Lansing, Michigan
5. **Boise Caddis, LLC**  
**River Caddis Development, LLC**  
Jules on Third  
412 South 3<sup>rd</sup> Street  
Boise, ID 83702  
Ada County, Idaho
6. **Interstate Partners, LLC**  
PNC Bank  
1561 Lake Lansing  
East Lansing, MI 48823  
City of East Lansing, Michigan

7. **Interstate Parnters I, LLC**  
Lake Lansing Place Mixed-Use Center  
1595 Lake Lansing,  
East Lansing, MI 48823  
City of East Lansing, Michigan
  
8. **Baylor Caddis, LLC**  
**Domain Waco Apartments, LP**  
Domain at Waco  
2825 South University Parks Drive  
Waco, TX 76706  
City of Waco, McLennan County, Texas
  
9. **APRC/Caddis Heritage Hall, LLC**  
**Cleveland Caddis, LLC**  
Domain at Cleveland State University  
2200 Prospect Avenue East  
Cleveland, OH 44115  
City of Cleveland, County of Cuyahoga, Ohio
  
10. **Blue Wing Olive, LLC**  
Rite Aid Store  
1111 Scott Street  
Napoleon, OH 43545  
City of Napoleon, County of Henry, Ohio
  
11. **Blue Wing Olive I, LLC**  
**Waterville 1, LLC**  
Rite Aid Store  
8239 Waterville Swanton Road  
Waterville, OH 43566  
City of Waterville, Lucas County, Ohio
  
12. **Peerless Caddis, LLC**  
**Grand Haven Caddis, LLC**  
**GH Caddis Limited Dividend Housing Association, LLC**  
Jackson Flats  
Jackson Avenue/Fulton Street/1<sup>st</sup> Street/2<sup>nd</sup> Street (Assemblage)  
Grand Haven, MI 49417  
City of Grand Haven, Ottawa County, Michigan
  
13. **Kazoo Caddis, LLC**  
**Standard Caddis 4 GP, LLC**  
**Standard Caddis 4 Limited Dividend Housing Association Limited Partnership**  
**Standard Caddis 9 GP, LLC**  
**Standard Caddis 9 Limited Dividend Housing Association Limited Partnership**  
**Standard Caddis Market Rate Owners, LLC**  
Rivers Edge Apartments  
508 Harrison Street  
Kalamazoo, MI 49007  
City of Kalamazoo, Kalamazoo County, Michigan



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Appendix H : Background Information Release

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



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Web: [www.rivercaddis.com](http://www.rivercaddis.com)



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Appendix I : Midland BRA Letter of Support

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1038 Trowbridge Road  
East Lansing, MI



Office: 517 703-2107  
Mobile: 517 420-7393



Email: [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com)  
Web: [www.rivercaddis.com](http://www.rivercaddis.com)



City Hall ♦ 333 West Ellsworth Street ♦ Midland, Michigan 48640-5132 ♦ 989.837.3300 ♦ 989.835.2717 Fax ♦ [www.midland-mi.org](http://www.midland-mi.org)

October 4, 2020

To Whom It May Concern

Re: The Stadium District Brownfield Reimbursement Plan/East End Midland, Michigan

I have been requested to write detailing interactions the City of Midland had with Midland Downtown Partners LLC and River Caddis Development LLC as it applied to a brownfield development in downtown Midland. I do so to convey our experiences and results with that project and these development partners.

The City of Midland worked with Midland Downtown Partners, LLC, specific to a Brownfield Plan Amendment, commencing in 2012. The Development included the demolition of the former McKay Press and First Choice Auto Sales buildings located in our downtown, and resulted in the construction of a four-story, 230,265 square-foot office/retail building that fully complements the adjacent Dow Diamond. The redevelopment of the Property required extensive environmental and non-environmental activities that were necessary to prepare the Property for reuse.

The principals of River Caddis Development, LLC, are one of the primary owners of the project, which is now called East End. In our experience with them, we found the development team to be knowledgeable and transparent throughout the process. The City of Midland approved a Brownfield in the amount of \$9,392,669 (which included 5% interest) with Tax Increment Financing projected over approximately 20 years. During the construction of the project, the developer was able to reduce the amount of eligible costs to \$5,541,843, which was fully reimbursed in less than 6 years. This was consistent with early discussions between the City and developer, even though the formal documents and approvals specified the higher amounts and longer timeframe set out above.

In our dealings with them, we found the ownership group of Midland Downtown Partners to be professional, transparent, and knowledgeable. Additionally, they appropriately and fully documented all eligible expenses making the entire process run smooth and efficient. Any numbers questioned by the City were fully explained and resolved quickly. Based on the positive experience we had with them the East End project, we have previously acknowledged and made known that we would welcome the opportunity to work with representatives of River Caddis Development again.

Sincerely,

C. Bradley Kaye, AICP CFM  
City Manager

**ATTACHMENT C**  
**Robertson Brothers Homes**  
**RFQ Questionnaire and**  
**Clarifications Responses**

**ephelzer@msn.com**

---

**From:** Tim Loughrin <tloughrin@robertsonhomes.com>  
**Sent:** Tuesday, February 23, 2021 11:14 AM  
**To:** ERIC HELZER; Carmin P. Avantini (avantini@cibplanning.com); Justin Sprague - CIB Planning & Development Advisors (Sprague@cibplanning.com)  
**Cc:** Jim Clarke; Darian Neubecker  
**Subject:** Maxfield Follow Up Questions Response  
**Attachments:** Robertson Follow-Up Comparative Criteria Response Clarifications 2.23.21.docx

Gentlemen,

Attached is our response to the question clarification email you had provided us last week. Let us know if we can answer any additional questions.

Thanks.

Tim



**Tim Loughrin | Director of Land Acquisition**

Robertson Brothers Homes | 6905 Telegraph Road, Suite 200 | Bloomfield Hills, MI 48301

Direct: 248.282.1428 | Cell: 248.752.7402 | [www.robertsonhomes.com](http://www.robertsonhomes.com)

## Robertson Homes Response to Follow-Up Comparative Criteria Clarifications Downtown Farmington RFQ

### ITEM A ---

For the question *“Understanding that the City is expecting to work out the purchase price as a part of the Purchase & Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer is conditioned in any way, explain. If no offer is being provided, explain.”*

#### **Clarification Question #A1 - Yes or No, is the below summary correct for your two (2) Purchase Price Options?**

*Option A = \$750,000 based upon the following:*

- No Public Infrastructure Improvements provided by Developer.
- Infrastructure improvements within development completed, will only be for private use.
- “Onsite” environmental and demolition needed for the development is reimbursed with Brownfield tax increment financing.
- City approves at least 59 townhome units.

*Option B = \$1,250,000 based upon the following:*

- Public Infrastructure Improvements described and identified within the boundary on the drawing are completed if DDA tax increment financing is provided by City.
- Infrastructure improvements within and around development completed will be for both public and private use where indicated on the drawing provided.
- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.
- City approves at least 59 townhome units.

Robertson Response: This is an accurate representation of our offer to purchase the property, with the only correction being that asbestos abatement would be included in a Brownfield for both options (this was left out in the Option A summary above).

### ITEM B ---

For the question *“Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for infrastructure improvement activities needed to allow for the proposed development project.”*

**Clarification Question #B1 – Yes or No, if the City told you now, and included this in the Purchase and Development Agreement, that they will not support any tax increment financing (TIF) Bonds, does this change your proposal or Purchase Price Option A or Option B?** Your response stated that your development company wants to explore placing a tax increment financing (TIF) Bond on the project through the City (we assumed for infrastructure improvements with DDA or Brownfield activities with BRA) as a source of funds for work and use TIF revenues to meet the TIF Bonds annual debt service payments.



Robertson Response: As we discussed yesterday in the event the City is not comfortable with placing a bond that would NOT change our option A and option B proposed as you accurately summarized in those proposals in Clarification Question #A1. Also, as we discussed yesterday, we would like the City to consider allowing us to work on a bond placement AFTER the units have been sold and the taxable values established that would be of no recourse to the City and obviously subject to City review and approval. We have performed some preliminary due diligence on this concept on a brownfield site of ours in Ferndale with Philip Angelo w/ Huntington Capital Markets and we think it could be a workable solution. If this concept proves workable and acceptable to the City, then we would request the bond placement/financing costs to be considered eligible expenses for the brownfield and/or DDA plan. In the event this form of bond placement proves not feasible to either us or the City then we would still honor our option A or option B proposals and simply wait for our reimbursement through TIR but would request simple interest on all eligible activities.

**Clarification Question #B2 – If your answer to Clarification Question #B1 above is Yes, please explain how your proposal or Purchase Price Option A or Option B would change.**

Robertson Response: N/A...see above

**ITEM C ---**

***For the question “Explain your financing approach for dealing with the Brownfield conditions (including asbestos abatement, demolition and environmental) as explained above for what your team described on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including securing interim financing.”***

**Clarification Question #C1 – Yes or No, is your plan under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended to seek the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) and / or Michigan Strategic Fund (MSF) approval for Act 381 Work Plan approval(s)?**

Robertson Response: Robertson would be prepared to pursue EGLE/MSF approval for our 381 Work Plan. Our option A or option B proposals are NOT contingent upon receiving EGLE/MSF approval and we are aware of the difficulties you can have at times getting EGLE/MSF approval for 381 work plans. In the event we either were not successful in receiving EGLE/MSF approval and/or the City and Robertson decides it does not make economic sense to seek then we would request the local brownfield/DDA plan backfill those eligible expenses that would have otherwise been reimbursed from state TIRs.

**ITEM D ---**

***For the question “Identify your environmental consultant/engineer and their experience with similar projects as proposed.”***

**Clarification Question #D1 – Please have your environmental consultant respond to the following:**

- a) Environmental Consultant’s experience over the last 7 years (2014-2020) with their number of completed and adopted/approved:
  - i. Brownfield Plans;
  - ii. Act 381 Work Plans with EGLE (former MDEQ);
  - iii. Act 381 Work Plans with MSF (MEDC), and;
  - iv. EGLE (former MDEQ) Grants/Loans.
  
- b) Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020).

Robertson Response: We have asked both McDowell and Associates and SME to answer this question, as we typically contract either of these companies for our projects. Their responses follow. Additionally, Richard Barr will be acting in capacity as our attorney for Brownfield related items and his information is below.

McDowell and Associates Response: Over the last 7 years McDowell & Associates has provided technical support to Brownfield Plan completion where the lead was taken by our client’s environmental legal counsel. Specifically, this includes five (5) Brownfield Plans, four (4) Act 381 Work Plans with EGLE, one (1) Act 381 Work Plan with MSF (MEDC), and one (1) EGLE (former MDEQ) Grant/Loan.

SME Response: For the past 7 years, SME has prepared and had adopted twenty-six (26) Brownfield Plans, has prepared sixteen (16) Act 381 Work Plans with EGLE, eleven (11) Act 381 Work Plans with MSF (MEDC), and thirteen (13) EGLE (former MDEQ) Grants/Loans. Additionally, SME has worked with thirty-two (32) Brownfield Redevelopment Authorities over the last 7 years.

Richard Barr Response: In the last 7 years, Richard Barr has prepared and had adopted twelve (12) Brownfield Plans, including large and small as well as involvement with the Bedrock transformational brownfield plan. Additionally, he has prepared six (6) Act 381 Work Plans with EGLE, eight (8) Act 381 Work Plans with MSF (MEDC), and three (3) EGLE (former MDEQ) Grants/Loans. Further he has work with three (3) Brownfield Redevelopment Authorities over the last 7 years.

**ITEM E ---**

**For the question “If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.”**

**Clarification Question #E1 – No explanation was provided for how new condominium owners or home owners/condominium Associations would comply with due care or if deed restrictions or end-use restrictions may need to be placed on the property.**

**If there are contaminated soils left in-place on individual condominium parcel(s)/property, what would the deed restriction be if contaminates exceed:**

**a) Residential Direct Contact Criteria?**

Robertson Response: Robertson and its consultants have extensively reviewed the provided environmental reports and data and we are confident that we can economically support a remediation of the site to residential standards, resulting in a No Further Action (NFA) letter. In the unlikely event an NFA cannot be achieved, we will prepare with our environmental consultant and attorney a Due Care Plan that will clearly specify requirements during both the construction operations of the development and any ongoing maintenance requirements that the Homeowner's Association will be obligated to perform through the established Master Deed and Bylaws.

For example, if soils above these criteria remain only under a building or parking lot, the due care plan would provide that building or parking lot could not be removed without taking appropriate measures to protect against unacceptable exposure. If the soils above criteria are under a landscaped area, the due care plan would provide that the property manager would periodically inspect the property to confirm that the landscaping remains intact and, that if repairs are required, then appropriate measures would be taken to protect workers and residents from unacceptable exposure. Under direction of the resident controlled Homeowners Association, the condominium management company would be primarily responsible for monitoring compliance with the Due Care plan. Notices would be provided to all purchasers of condominium units in compliance with Part 201 and the Michigan Condominium Act. Similar Due Care plans are regularly implemented for redevelopment projects throughout the State of Michigan.

We believe that having the responsibility to perform any maintenance obligations lie with the Homeowner's Association is superior to an apartment owner and operator, as those that are directly involved in the community (i.e. the homeowners) are the best suited for responsibility. Additionally, all initial homebuyers and subsequent owners will have full disclosure provided to them through the Master Deed and Bylaws. In addition, the board of directors of a Homeowner's Association is a perpetual entity and not subject to future sale or transfer of ownership.

**b) Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels {assuming some type of vapor mitigation system was required to protect the home}?**

Robertson Response: As mentioned above, we believe that the contaminated soil can be fully removed, and the site remediated to residential standards. However, in the very unlikely possibility that things like slab depressurization or passive vapor

mitigation systems are required, the above-mentioned Due Care Plan likely would require operation and maintenance (O&M) of the vapor system. The type of vapor mitigation, if appropriate, would be determined and the ongoing O&M requirements would be included in the due care plan to be monitored by the property manager under direction from the Homeowners Association. Appropriate measures would be included in the Master Deed to assure implementation of these measures, subject to the evolving nature of the VIAP and its regulatory requirements. process will be followed. Again, the Master Deed and Bylaws will provide for specific responsibility for the ongoing responsibility of the HOA, and all homeowners will have been provided full disclosure for any ongoing environmental concerns.

**From:** ERIC HELZER  
**Sent:** Friday, February 19, 2021 3:17 PM  
**To:** Jim Clarke; Tim Loughrin; Darian Neubecker  
**Cc:** Carmine Avantini; 'Justin Sprague' (sprague@cibplanning.com)  
**Subject:** Clarification Questions: 33000 Thomas Street Redevelopment, Farmington MI

Jim and Tim – Thank you for your time and detailed responses to our Comparative Criteria Questions for RFQ Developer Selection. We have a few clarification questions to what you provided as outlined below. Please respond to this email with explanations to our questions and we will add those to our review. If you have any questions please contact me. ***We need your email responses returned by NOON Tuesday February 23, 2021.***

**ITEM A ---**

***For the question “Understanding that the City is expecting to work out the purchase price as a part of the Purchase & Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer is conditioned in any way, explain. If no offer is being provided, explain.”***

**Clarification Question #A1 - Yes or No, is the below summary correct for your two (2) Purchase Price Options?**

*Option A = \$750,000 based upon the following:*

- No Public Infrastructure Improvements provided by Developer.
- Infrastructure improvements within development completed, will only be for private use.
- “Onsite” environmental and demolition needed for the development is reimbursed with Brownfield tax increment financing.
- City approves at least 59 townhome units.

*Option B = \$1,250,000 based upon the following:*

- Public Infrastructure Improvements described and identified within the boundary on the drawing are completed if DDA tax increment financing is provided by City.
- Infrastructure improvements within and around development completed will be for both public and private use where indicated on the drawing provided.
- “Onsite” environmental, asbestos abatement and demolition needed for the development is reimbursed with Brownfield tax increment financing.
- City approves at least 59 townhome units.

**ITEM B ---**

***For the question “Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for infrastructure improvement activities needed to allow for the proposed development project.”***

**Clarification Question #B1 – Yes or No, if the City told you now, and included this in the Purchase and Development Agreement, that they will not support any tax increment financing (TIF) Bonds, does this change your proposal or Purchase Price Option A or Option B?** Your response stated that your development company wants to explore placing a tax increment financing (TIF) Bond on the project through the City (we assumed for infrastructure improvements with DDA or Brownfield activities with BRA) as a source of funds for work and use TIF revenues to meet the TIF Bonds annual debt service payments.

**Clarification Question #B2** – If your answer to Clarification Question #B1 above is Yes, please explain how your proposal or Purchase Price Option A or Option B would change.

**ITEM C ---**

For the question *“Explain your financing approach for dealing with the Brownfield conditions (including asbestos abatement, demolition and environmental) as explained above for what your team described on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including securing interim financing.”*

**Clarification Question #C1** – Yes or No, is your plan under the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended to seek the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) and / or Michigan Strategic Fund (MSF) approval for Act 381 Work Plan approval(s)?

**ITEM D ---**

For the question *“Identify your environmental consultant/engineer and their experience with similar projects as proposed.”*

**Clarification Question #D1** – Please have your environmental consultant respond to the following:

- a) Environmental Consultant’s experience over the last 7 years (2014-2020) with their number of completed and adopted/approved:
  - i. Brownfield Plans;
  - ii. Act 381 Work Plans with EGLE (former MDEQ);
  - iii. Act 381 Work Plans with MSF (MEDC), and;
  - iv. EGLE (former MDEQ) Grants/Loans.
- b) Number of Brownfield Redevelopment Authorities the Environmental Consultant has worked with on the above list of incentives over the last 7 years (2014-2020).

**ITEM E ---**

For the question *“If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.”*

**Clarification Question #E1** – No explanation was provided for how new condominium owners or home owners/condominium Associations would comply with due care or if deed restrictions or end-use restrictions may need to be placed on the property.

**If there are contaminated soils left in-place on individual condominium parcel(s)/property, what would the deed restriction be if contaminants exceed:**

- a) Residential Direct Contact Criteria?
- b) Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels {assuming some type of vapor mitigation system was required to protect the home}?

Again we thank you for your time in responding to these clarification questions and if we need to talk via phone we would be happy to do so.

Thank You –

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434

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**From:** ERIC HELZER  
**Sent:** Wednesday, February 10, 2021 8:21 AM  
**To:** Jim Clarke <[jclarke@robertsonhomes.com](mailto:jclarke@robertsonhomes.com)>; Tim Loughrin <[tloughrin@robertsonhomes.com](mailto:tloughrin@robertsonhomes.com)>; Darian Neubecker <[dneubecker@robertsonhomes.com](mailto:dneubecker@robertsonhomes.com)>; [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com); [kmcgraw@rivercaddis.com](mailto:kmcgraw@rivercaddis.com)  
**Cc:** Carmine Avantini <[avantini@cibplanning.com](mailto:avantini@cibplanning.com)>; 'Justin Sprague' ([sprague@cibplanning.com](mailto:sprague@cibplanning.com)) <[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
**Subject:** RE: Follow-up Developer Information Needed to RFQ for 33000 Thomas Street Redevelopment, Farmington MI - REVISED DOCUMENTS February 10, 2021  
**Importance:** High

Interested Developer's – We have updated the attached documents provided to you earlier for completion. You are required to complete the attached revised set of documents having a revised date of February 10, 2021 . Minimal changes were made to these documents as summarized below so we have not extended the deadline in which you are required to complete these documents. Below is a summary of the changes made so as to aide in your completion of these documents.

- **Comparative Criteria Questions for RFQ Developer Selection:** One page was added to this document, page 6 of 7. No other changes were made.
- **Background Check Requirements:** Only change was to clarify the time period for the inquiry of responses and information required on the below two documents which is “for the calendar years 2014 through 2020 (past 7 years)”.
  - **Key Personnel Certification Form**
  - **Key Person Questionnaire**

If at any time you have questions on the attached, please contact me or CIB Planning (Carmine Avantini or Justin Sprague).

***The attached documents must be completed by your firm and returned to us no later than Noon Friday February 12, 2021.*** Again, we appreciate your continued interest in redeveloping this property and we look forward to receiving your information.

Thank You –

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434

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**From:** ERIC HELZER  
**Sent:** Thursday, February 4, 2021 9:47 AM  
**To:** Jim Clarke <[jclarke@robertsonhomes.com](mailto:jclarke@robertsonhomes.com)>; Tim Loughrin <[tloughrin@robertsonhomes.com](mailto:tloughrin@robertsonhomes.com)>; [jmcgraw@rivercaddis.com](mailto:jmcgraw@rivercaddis.com); [kmcgraw@rivercaddis.com](mailto:kmcgraw@rivercaddis.com)  
**Cc:** Carmine Avantini <[avantini@cibplanning.com](mailto:avantini@cibplanning.com)>; 'Justin Sprague' ([sprague@cibplanning.com](mailto:sprague@cibplanning.com)) <[sprague@cibplanning.com](mailto:sprague@cibplanning.com)>  
**Subject:** Follow-up Developer Information Needed to RFQ for 33000 Thomas Street Redevelopment, Farmington MI  
**Importance:** High

Interested Developer's – As you know, the City has asked that we follow-up with the two shortlisted development teams to gather additional information that will aide in their selection of a Developer to begin discussion on a mutually agreeable Purchase and Development Agreement. Attached are the following documents that we need to have completed by your firm and returned to us no later than Noon Friday February 12, 2021:

- **Comparative Criteria Questions for RFQ Developer Selection**

- **Background Check Requirements:**

We understand that each developer will more than likely establish a single purpose development entity for this project and that entity will ultimately will acquire the property upon full satisfaction of the Purchase & Development Agreement requirements, but for the purposes of the RFQ and the Purchase & Development Agreement, your Primary Development Entity shall be the entity for completing these forms.

Below are the instructions for completing the two forms. Please call if you have any questions.

- **Key Personnel Certification Form** - List the Primary Development Entity's Corporate Company or Partnership Directors, Officers, Partners, and/or Members and managerial employees who hold a pecuniary interest in the business entity of 20% or more – all must be listed. A Key Person Questionnaire must be completed for EACH. Attach additional pages if necessary.
- **Key Person Questionnaire** - Must be completed by EACH Corporate, Company or Partnership Director(s), Officer(s), Partner(s), and/or Member(s) managerial employees. In addition, list any person(s) who, directly or indirectly, hold a pecuniary interest in the Primary Development Entity of 20% or more ("Key Persons").

If at any time you have questions on the attached, please contact me or CIB Planning (Carmine Avantini or Justin Sprague).

We look forward to receiving your information.

Thank You –

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
e. [ephelzer@msn.com](mailto:ephelzer@msn.com)  
c. 517.648.2434





February 12, 2021

Farmington City Councilmembers  
23600 Liberty Street  
Farmington, MI 48335

**Re: Robertson Homes RFQ Comparative Criteria Response  
Former Maxfield Training Center Site**

Robertson is very pleased to continue in the process of the City's selection for a qualified developer to develop the former Maxfield Training Center site in downtown Farmington. We have remained interested in the property for several years, and our decades of experience working cooperatively with municipalities to create unique and transformational developments in downtown locations will be a win for all stakeholders involved. We hope the third time we have proposed on this site is the charm.

Included with this letter we have populated our responses to the City's RFQ Follow-up Comparative Criteria worksheet. Several items refer to a separate attachment for reference. If additional clarification is necessary, we are happy to continue the dialogue.

We understand that there is a general desire to increase foot traffic in the downtown area, and density is a factor to accomplish this. However, we feel it is important to point out that each of the proposed units as shown on the current plan consist of a two-bedroom and two-and-a-half-bathroom floorplan, which inherently will provide more residents per unit than an apartment development that includes studios and one-bedroom units. Therefore, in addition to providing for the most logical transitional land use for the site and providing for a quality and stable owner-occupied community, we believe Robertson's proposal is the best choice overall for all the stakeholders, from adjacent property owners to downtown business owners. We do want to note that Robertson has recently completed two five-story mid-rises in the SE Michigan market successfully and has one currently approved for construction in downtown Detroit. We also have 652 apartments in approvals in four different SE Michigan municipalities. We did look at both concepts and decided that a for-sale, townhome concept was, in our mind, most appropriate here.



We also want to remind you that we are a full-service developer and construction management company with 50 full time employees. We handle our own land acquisition, community engagement and entitlement, development, construction, marketing, sales and warranty. This integration of the entire process allows us to be able to react quickly and intelligently to changing dynamics and site challenges. It is why 97 out of every 100 homeowners indicate on a professional, 3<sup>rd</sup> party survey that after experiencing a new home build with Robertson that they would recommend Robertson to family and friends. We feel this is relevant because no City wants to engage a developer that will leave a community of upset residents. Being both a developer and general contractor means we are not dependent on independent general contractors for pricing and for solutions when the inevitable site challenges occur. We also have our plans literally dialed in down to the individual 2x4 stud which in today's market with rapidly increasing material costs means our concept is, in our opinion, far less risky and more cost efficient and thus more likely to actually get built.

We want to point out that at our anticipated price point in the mid 200's, annual tax capture to the City should exceed \$300,000 per year to your City. This should allow for a quick repayment of the brownfield/DDA plan and then future additional tax base for the City and the DDA. Our past experience has also shown significant additional appreciation for the overall surrounding market based upon our project's success. Its not uncommon when we first come to a community to have local appraisers calling us for our project's comps to help support rising property values for other existing homes in the area.

Finally, we understand that the elevations that were provided may not meet the specific vernacular that the City Council is envisioning for this development. We fully believe that this is an iterative process and, as we have with every community we develop in, we are open to working together to arrive at an appropriate elevation for the homes. In addition to the elevations previously provided from other Robertson projects, below are renderings from another upcoming site that we will be developing in the City of Detroit. The purpose of showing these elevations is to convey the range of creativity and flexibility that Robertson can provide with our developments. We would also note that as part of this development we are rehabilitating the historic Scripps mansion powerhouse through engagement with the Detroit Historic Commission.



*Future Woodbridge Neighborhood Development by Robertson Homes*

Thank you for your consideration of Robertson Homes as the developer for this important site. We look forward to continuing along in this process.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Tim Loughrin'.

**Tim Loughrin | Director of Land Acquisition**

Robertson Brothers Homes

6905 Telegraph Rd, Suite 200, Bloomfield Hills, MI 48301

Direct Dial: 248.282.1428 | Mobile: 248.752.7402

[tloughrin@robertsonhomes.com](mailto:tloughrin@robertsonhomes.com)



Comparative Criteria Questions for Request for Qualifications (RFQ) Developer Selection - 33000 Thomas Street Redevelopment Project

Developer Capacity and Quality of Team	Responses - Demonstrated experience in and capability for designing, permitting, developing, and managing similar residential projects as proposed by the developer on Brownfield sites. Attachments may be included for any of the responses.
<p>1. Brownfield redevelopment is often a complex and risky undertaking, especially for residential projects. The City has provided the developer with all available environmental assessment reports and other information identifying these Brownfield conditions completed to date. As identified in these reports, the contamination on-site will need to be dealt with by the selected developer. Explain in as much detail as possible how your team plans on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City.</p>	<p>Robertson Homes plans to demolish the existing building and accessory structures and remove the contaminated soils in the SE corner of the property and backfill in engineered lifts, as detailed in the attached letter prepared by Doug McDowell from McDowell and Associates attached as <b>Exhibit 1</b>. The demolition materials and contaminated soils and/or fill materials will be removed and the site and soil will be tested. Upon completion of the project Robertson intends to work with McDowell and Associates to develop a No Further Action report and seek approval of said report from EGLE.</p> <p>Future homeowners will be advised about the environmental cleanup, closure/No Further Action report and approval and future risk to exposure, or lack thereof, through the condominium documents and disclosure statements that they are contractually obligated to sign confirming receipt. All future owners will be offered access to all closure and environmental information and as always will be advised to seek council from their attorney.</p> <p>Robertson Homes has extensive experience in acquiring, approving and developing for-sale communities in infill communities through redevelopment of sites with existing uses that often require Robertson to demolish structures, dispose of asbestos containing materials and remove contaminated soils, often through the use of Brownfield TIF. Recent for-sale communities developed on this basis include Parkdale Townes in Ferndale (72 units), Wilson Park Village in Ferndale (28 units), Park 54 in Hazel Park (54 units), The Townes at the Corner in Detroit (34 units) and Pullman Parc in Detroit (56 units). Robertson Homes also has numerous redevelopment projects currently in approvals including 1727 Merrick in Detroit (23 units), 3700 Trumbull in Detroit (65 units including the rehabilitation of the historic powerhouse of the former Scripps Mansion; This site is also located in an Historic District requiring receipt of a Certificate of Appropriateness from the Detroit Historic District Commission), 112 Edmund in Detroit (16 units), Villages of Ann Arbor in Ann Arbor (538 units), Sakura Novi (45,000 sq. ft. of commercial; 132 units) and The Corners in West Bloomfield (125 units).</p> <p>Robertson Homes, as an approximately 75 year-old developer and general contractor, has extensive experience working with sites that contain soil issues. We do not currently have concerns with the soil conditions of this site, but in the event we encounter them, we know how to best and most efficiently handle those issues. We are finishing a site in Wixom with over 500 homes where we had very poor soils with up to 30 feet of peat in certain locations where we had to engineer and install over 3,500 helical piers going down to 40 feet in certain areas to stable soils in order to support the foundations of the homes. We feel its important that the City has a developer that has an extensive history of development and a skillset in handling challenging issues successfully.</p>
<p>2. If the property is not going to be remediated to a level of unrestricted residential use criteria, describe the deed restrictions or end-use restrictions that may need to be placed on the property for owners/operators of the property.</p>	<p>Robertson recently developed a brownfield site in the City of Detroit on the old Tiger Stadium site, named The Townes at the Corner. Environmental cleanup was performed by removal of all the environmental soils in the building pad areas, and a cap and cover documented procedure was used in the common area of the project where there were no homes constructed. A copy of the relevant sections of the master deed and disclosure statement are attached as <b>Exhibit 2</b> for your review. Sales in the project were not affected by the disclosure or the cap and cover disclosure as Robertson sold 34 condos in 12 months with an average sales price in excess of \$500,000 per condo. Robertson utilized this approach as opposed to a full removal of all soils and the development of a No Further Action plan due to the content of the contamination and the lack of passive system requirements for sub-slab depressurization since the contamination was arsenic and was below local background levels.</p> <p>In Pullman Parc, a 56 unit townhome condominium development in Detroit, the solution was full removal of all soils due to the contaminants present in that location. A No Further Action plan was developed and approved by EGLE on this site. The site and the contaminants present really drive the approach. In this site, as we have proposed, our plan at this point is to seek full removal and develop a No Further Action plan.</p>
<p>3. Identify your Brownfield real estate attorney and their experience with similar projects as proposed.</p>	<p>Richard A. Barr                  Honigman, LLP                  2290 First National Building</p> <p>313.465.7308  <a href="mailto:rbarr@honigman.com">rbarr@honigman.com</a>  <a href="http://www.honigman.com">www.honigman.com</a></p> <p>Richard Barr of Honigman LLP. Richard has practiced in the environmental and brownfield specialty areas since the 1990's, during which time he has participated in the drafting of relevant Michigan laws such as Part 201 (remediation) and Part 381 (brownfield financing), served on the twelve member Environmental Advisory Rules Committee appointed by Governor Snyder in 2010 to review and recommend revisions to Michigan's environmental regulations, and has worked on a wide variety of brownfield redevelopment projects across the state of Michigan. Similar projects include the City of Farmington Hills golf course redevelopment and related residential housing development, as well as the City of Taylor's Lake at Taylor Golf Course, both of which involved reclaiming of filled and contaminated properties for public use and development of for sale housing. Richard has guided the brownfields strategy for many redevelopment projects that repurposed a variety of uses into residential developments.</p>



<p>4. Identify your environmental consultant/engineer and their experience with similar projects as proposed.</p>	<p>Douglas M. McDowell, M.S., P.E.                  McDowell &amp; Associates                  21355 Hatcher Ave.                   248.399.2066                  E: <a href="mailto:doug.mcdowell@mcdowasc.com">doug.mcdowell@mcdowasc.com</a>  <a href="http://www.mcdowasc.com">www.mcdowasc.com</a></p> <p>Pullman Parc Residential Development – 2018 – Present. Brownfield redevelopment of the former Friend’s School site at 1100 St. Aubin Street in Detroit, Michigan. Property had a complex environmental history dating to the early 1800’s with a former Pullman rail car factory on half of the property and a former residential development with demolished basements that had been backfilled with building rubble. Services included Phase I ESA, Phase II ESA, Asbestos Survey, BEA, DDCC, Brownfield Grant Work Plan, Post Abatement Asbestos Inspection, Remedial Consulting during remediation of two USTs and associated contamination that extended to depths up to 18’ below ground surface. Over 52,000 tons of fill material mixed with debris were removed from the redevelopment site along with contaminated concrete rubble. Confirmatory sampling and testing and coordination with EGLE completed to earn EGLE approval of No Further Action report. Work also include Brownfield Plan and Act 381 Work Plan to obtain EGLE \$1 Million Grant through Detroit BRA. Ongoing consulting to support quarterly submittals for grant reimbursement. Post remedial work included witnessing and documenting placement of backfill compacted to 95% to ensure support of future roads, utilities, and building foundations for future single-family component of development. Portion of project delayed due to COVID-19 outbreak. Future work to include Brownfield consulting, remedial consulting, confirmatory sampling and testing, NFA report completion, and construction testing services for multi-family component of development project.</p> <p>Dunhill Park Residential Development – Novi, Michigan - 2016 - Present. Brownfield redevelopment of property formerly owned by Archdiocese of Detroit. Historic uses at the property included a trucking company with multiple former USTs and illicit filling activity and an agricultural property/ historic orchard with residual arsenic contamination. Services included Phase I ESAs, Phase II ESAs, MDEQ approved Response Activity Plan, NFA Report for Orchard, NFA Report for development, and screening of roads, utilities, and basement excavations in fill areas with follow-on NFAs where needed. Brownfield Plan and Act 381 Work Plan presented to OCBRA and MDEQ (current EGLE) which were approved by both. Geotechnical services provided to address need for specialty foundations at a few lots. Construction testing services provided to ensure backfill of remedial excavations with compacted fill suitable to support utilities, roads, and foundations. Over 8,000 tons of contaminated soil and fill soil mixed with debris have been removed from the property and landfilled. Property at gateway to Novi along Beck Road has transformed from an abandoned former truck yard to a brand-new development with beautiful homes. Ongoing work underway to address final lots in development.</p> <p>Northville Village – Northville Township, Michigan – 2016 - 2018. Brownfield redevelopment of former State of Michigan Prison site. Due diligence investigation following work done by others for Township and State of Michigan identified historic orchard with residual arsenic above residential criteria and unexpected contamination from tetrachloroethylene (PCE) believed to be from improper disposal of transformer dielectric fluid during site demolition. Directed remedial activities to remediate orchard and address PCE at 2 locations. Three NFA Reports completed and approved by MDEQ (current EGLE). Brought in on-site mobile laboratory to allow for rapid turn-around for PCE testing to address deep contamination in clay excavation rapidly. Provided construction testing services to backfill excavation which exceeded 15’ in depth to allow future construction. Completed Brownfield Plan for developer to allow reimbursement of eligible environmental-related expenses.</p>
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<p>5. Identify your geotechnical engineer and their experience with similar projects as proposed.</p>	<p>Douglas M. McDowell, M.S., P.E.                  McDowell &amp; Associates                  21355 Hatcher Ave.</p> <p>248.399.2066                  E: <a href="mailto:doug.mcdowell@mcdowasc.com">doug.mcdowell@mcdowasc.com</a>                  www.mcdowasc.com</p> <p>McDowell &amp; Associates was founded in 1978 as a geotechnical engineering firm. One of its’ specialties is provision of geotechnical engineering and construction testing services to urban redevelopment projects. Too often, the environmental consultant will not understand the importance of excavation safety, groundwater conditions as they relate to construction, soil conditions at the invert and sides of an excavation, or proper backfill. McDowell &amp; Associates integrates the environmental and geotechnical components of a redevelopment project and does it with independent departments with independent personnel to provide a dual QA/QC screening process for large remedial excavations.</p> <p>Pullman Parc Residential Development – 2018 – Present – Geotechnical investigation in advance of development to evaluate soil conditions and provide foundation and utility construction recommendations. Provided construction testing services during backfill operations and during utility construction.</p> <p>Dunhill Park Residential Development – Novi, Michigan - 2016 – Present - Geotechnical investigation in advance of development to evaluate soil conditions and provide foundation and utility construction recommendations. Provided construction testing services during road and utility construction. Witnessed each basement excavations and provided testing services to ensure proper foundation support. Unique deep fill conditions required geo-pier foundations at select lots and deep cut and engineered backfill at others.</p> <p>Northville Village – Northville Township, Michigan – 2016 – Present - Geotechnical investigation in advance of development to evaluate soil conditions and provide foundation and utility construction recommendations. Provided construction testing services during road and utility construction. Witnessed backfill of deep environmental remedial excavation and provided construction testing services to achieve desired compaction to support future construction.</p>
<p>6. The quality of the team’s reputation and references, particularly in terms of its regulatory track record and an ability to complete projects as proposed is important. Please provide a list of references for at least three (3) completed or under development projects on Brownfield sites as follows:</p> <ul style="list-style-type: none"> <li>• Project Name</li> <li>Project Address</li> <li>Municipal Contact Person</li> <li>EGLE Contact Person</li> <li>BRA Contact Person</li> </ul>	<p>Robertson has completed or is in the process of completing several Brownfield developments in Southeast Michigan, as demonstrated below. Letters of reference have been provided as <b>Exhibit 3</b> as an attachment to this response for recent key developments.</p> <p><b>The Towns @ The Corner (2201 Trumbull Avenue)</b> - 34 townhomes on the grounds of the Former Tiger Stadium in Corktown. Received NEZ tax abatement and Brownfield TIF reimbursement for site improvements. <b>Municipal Contact:</b> Kenyetta Hairston-Bridges, 313-237-6097 <b>EGLE Contact:</b> Michelle Bakun, 586-233-3408 <b>BRA Contact:</b> Brian Vosburg, 313-237-4612</p> <p><b>Wilson Park Village (407 College St)</b> - 28 single family homes on functionally obsolescent school property in Ferndale. Received Brownfield TIF reimbursement for site improvements, including partial revolving loan funds. <b>Municipal Contact:</b> Jordan Twardy, 248-546-2363 <b>EGLE Contact:</b> Dan Gough, 517-281-8253 <b>BRA Contact:</b> Brad Hanson, 248-858-8073</p> <p><b>Parkdale Townes (570 Parkdale Ln)</b> - 72 townhomes on functionally obsolescent school property in Ferndale. Received Brownfield TIF reimbursement for site improvements, including partial revolving loan funds. <b>Municipal Contact:</b> Jordan Twardy, 248-546-2363 <b>EGLE Contact:</b> Dan Gough, 517-281-8253 <b>BRA Contact:</b> Brad Hanson, 248-858-8073</p> <p><b>Park 54 (354 Jeff Keeton Dr)</b> - 54 townhomes on functionally obsolescent Church property in Hazel Park. Received NEZ tax abatement and Brownfield TIF reimbursement for site improvements  <b>Municipal Contact:</b> Jeff Campbell, 248-546-4060 <b>EGLE Contact:</b> Dan Gough, 517-281-8253 <b>BRA Contact:</b> Brad Hanson, 248-858-8073</p> <p><b>Other Current Projects in Incentive Process:</b>  <b>Multiple Detroit Properties (3700 Trumbull, 1727 Merrick, 112 Edmund)</b> – Seeking NEZ tax abatement and Brownfield TIF for townhome and stacked flat developments on historic Woodbridge and Brush Park sites  <b>Sakura Novi</b> – Seeking Brownfield TIF reimbursement and CRD funds for Asian Village themed development in the Novi Towne Center  <b>The Corners</b> – Seeking Brownfield TIF reimbursement for rental townhome community in West Bloomfield  <b>The Village of Ann Arbor</b> – Seeking Brownfield TIF reimbursement for large-scale single family, townhome, stacked-flat and apartment community in Ann Arbor</p>
<p><b>Developer’s Financial Approach of Managing Brownfield Conditions</b></p>	<p><b>Responses</b> - Demonstration of ability to secure Brownfield financing.</p>



<p>7. Explain your financing approach for dealing with the Brownfield conditions (including asbestos abatement, demolition and environmental) as explained above for what your team described on managing/controlling or remediating the contaminants to safely redevelop the property into the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including securing interim financing.</p>	<p>Robertson would propose to finance this project in the same manner as the last three brownfield projects we have done. The infrastructure and amenities would be installed in phases and financed through an internal equity raise and traditional bank financing with Flagstar Bank. The demolition, site work including removal of contaminated soils and backfill in engineered lifts, offsite utility extensions and on-site utility installations will all take place in the first phase of the development. The Community Woonerf and Community Tramway would be phased in after the start of construction of the for-sale units. The timing for construction of those elements would be dependent upon our ability to provide for a safe passage for City residents from Grand River utilizing the Community Woonerf and continuing through the Community Commons to the Community Tramway, and ultimately down to Shiawassee Park. During construction, City residents will still be able to access Shiawassee Park via School Street and the existing stairs. The attached <b>Exhibit 4 Schedule of Land Development Costs</b> details all proposed development costs to take the site from its current condition to a fully developed pad-ready condition that will be suitable for vertical construction including all proposed amenities. The total development costs (not including land acquisition and vertical construction of the units) is estimated to be \$3,577,365 and includes the public amenity costs for the Community Woonerf, Community Commons, Community Tramway and Community Shared Parking, as well as all demolition and environmental remediation costs. This budget was a combination of in-house estimating and actual quotes from our contractors based on the information you provided to us and information we developed through conversations with our land planning and engineering professionals. The attached <b>Exhibit 5</b> includes our preliminary utility plan developed by our in-house engineer. I would note that as a 75 year-old developer and general contractor, Robertson Homes has extensive experience and expertise in estimating and development sites just like this. We do all of our land acquisition, entitlement, development, construction, warranty, sales, and marketing in-house with our 50 full-time employees. Obviously, these are budgets and are based on the information we have at hand today, but we do feel comfortable with them based on our current knowledge of the site. The other item we would note is that costs differ greatly depending on time and region. We have many active projects in SE Michigan and we develop new sites each year, so our knowledge of the costs of this region today to develop land and build homes is very deep and relevant.</p>
<p>8. Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for environmental, asbestos abatement or demolition activities needed to allow for the proposed development project.</p>	<p>The attached <b>Exhibit 6 Schedule of Environmental and Demolition Costs</b> details our estimated costs for environmental and demolition. The estimated total of environmental remediation of the contamination soils to an unrestricted residential use and backfill-to-pad ready status is \$716,494. We developed this estimate after consultation with our soil/environmental consultant after his review of your supplied environmental reports. We applied contractor quotes to his quantity estimates and thus, based on our current level of understanding of the site, feel comfortable with this number. The estimated total of demolition and asbestos abatement is \$301,540 (including the two homes offsite) and this was also based on a contractor quote after review of the builder plans. Robertson would propose to manage and pay for these costs as part of our internal equity and traditional bank financing. We would include these costs in a Brownfield and/or DDA plan for reimbursement. If Robertson is expected to be reimbursed by the brownfield/DDA plan over time through incremental increase in taxable value, then we would request interest.</p>
<p>9. Understanding that there are other sources of public financing available, other than the City, identify what other sources of public financing your project may pursue and from what agency.</p>	<p>Robertson in conjunction with the City and/or on behalf of the City would seek such other sources as EGLE brownfield grants/loans, EPA grants, Oakland County Main Street, MDNR, Community Fund for SE Michigan, Kresge Foundation, Ralph Wilson Foundation, ERB Foundation, and other sources as appropriate.</p>
<p>10. Identify what other sources of public financing are a requirement to allowing your project to financially proceed and explain why.</p>	<p>Our proposal is not contingent upon any other sources of public funding other than a Brownfield/DDA plan from the City. We would note we would endeavor to work with the City to seek other grants and/or sources of funding to reduce the brownfield/DDA commitment from the City. Robertson has a commercial lending relationship with Flagstar Bank in excess of \$50MM and they have expressed interest in financing this project. See attached <b>Exhibit 7</b> reference letter.</p>
<p><b>Developer’s Financial Approach of Infrastructure Improvements</b></p>	<p><b>Responses - Demonstration of ability to secure Infrastructure Improvements financing. Attachments may be included for any of the responses.</b></p>



<p>11. Explain your financing approach for dealing with the infrastructure improvements needed to support the project your team proposed to the City. Your explanation must be detailed enough so that the City can understand your ability to complete the project, including completing the proposed public amenities and pathways/connections.</p>	<p>Our financing for the Farmington development will follow the same formula that Robertson uses for all its developments. New projects are included in our Flagstar Bank line, and each project is capitalized with a minimum of 30% cash equity. Our corporate debt to equity does not exceed 1.0 to 1.5 and we provide audited financial statements from Doeren Mayhew to Flagstar Bank on an annual basis. Audited financial statements for a private residential builder and developer is unusual, but it does enhance our 75-year record of success in Southeast Michigan. Robertson is currently building and selling in 14 communities and we are in the approval process for 10 additional projects. Specifically, the infrastructure and amenity costs of the Brownfield/DDA will be wrapped into the overall land development budget and the remediation work will be completed on the front end of the project. Robertson has had success getting these costs and their repayment structures appraised in Hazel Park and Ferndale, most recently. As discussed earlier, our land development budget already includes all public amenities and infrastructure.</p>
<p>12. Explain in enough detail as to what level of financial support you are looking for the City to “directly” provide for infrastructure improvement activities needed to allow for the proposed development project.</p>	<p>Again, as discussed above, Robertson would directly manage and pay for all development costs including environmental, demolition, public amenities (including the Community Woonerf/Commons/Tramway/Shared Parking) and infrastructure through our own sources of debt and equity. We have an extensive history of financing projects and are comfortable that we can finance this project through traditional means. Also, as previously discussed, and detailed in <b>Exhibit 4</b>, we would seek reimbursement through the brownfield/DDA plan for the following costs: Environmental/Demolition (\$1,053,034), Infrastructure (\$495,000), Public Amenities (\$387,000) and Contingency (\$290,255) for a total Brownfield/DDA Plan(s) of \$2,225,289. In the event Robertson is required to wait for reimbursement through increased future tax receipts then we would request interest. We could also explore placing a Brownfield bond, and we have a relationship with Philip Angelo director of public finance at Huntington Capital Markets. They have placed many TIF bonds and recently placed one on the Red Cedar development in Lansing, and we have plans to use this type of funding source on several of our recent/upcoming Brownfield projects.</p> <p>One item to note is that with our anticipated price in the \$250,000 to \$275,000 per unit range (which is supported by Robertson townhome comps in surrounding communities), the ultimate taxable base per unit will be in the \$125,000 to \$137,500 per unit range or \$7,375,000 to \$8,112,500 for the completed development. With an approximate 41.7470 millage rate, this will equate to between \$300,000 and \$340,000 in annual tax capture to the City. This could translate to a roughly 8-year payback depending on how the Brownfield/DDA mix is utilized by the City and Robertson. We did note the preliminary financial TIF incentive memorandum calculated an estimated reimbursement period of 18 to 23 years for for-sale condominiums, however, that appears to be based on an estimated taxable value of 85,000 per unit or true cash value of 170,000, which is \$80,000 to \$105,000 per unit below the market in our experience as a developer and homebuilder in SE Michigan.</p>
<p>13. On a site plan from your original RFQ submittal, identify what infrastructure improvements the developer will finance and what the developer is looking for the City to “directly” finance.</p>	<p>Attached as <b>Exhibit 8</b> is a Site Plan exhibit titled <i>Public Amenity Graphic</i> that highlights the areas that Robertson proposes as public infrastructure locations. This includes the Community Commons, which includes a public pathway through the development to the existing Shiawassee Park stairway, the Community Tramway element, the Community Woonerf, which is the at-grade connector between Grand River and Thomas Street located on City-owned property, and the Community Shared Parking along Thomas Street and at the extension of School Street within the development, which is proposed to be utilized as parking for the public as well as guests for future homebuyers. We would create 25 new public spaces with our proposed development. All infrastructure costs located in these areas would be requested to be reimbursed through the Brownfield/DDA plan and total an estimated \$495,000. Robertson would propose that the Community Woonerf, Commons, Tramway and Shared Parking be directly owned by the City with a reciprocal easement agreement for our condo association to allow for use and ingress and egress. We feel this ownership structure would allow for the greatest likelihood of success in seeking additional grants from other public bodies to reduce the Brownfield/DDA burden to the City. We understand there are some concerns regarding the maintenance of the tramway. We would be happy to explore a means of charging a modest amount per use to offset maintenance costs. We would note after conversations with civil engineers and through our own experience, installing a switchback path down to the park could easily exceed \$1,500 per lineal foot, equating to over \$1,000,000. We feel very strongly that the hillside tram in the range of \$175,000 to install (very rough estimate subject to a defined scope) is the proper, affordable solution here that doesn’t cover the side of the hill over the Rouge River in concrete and retaining walls, and thus preserves the side of the hill in its current attractive, natural state.</p>
<p><b>Purchase Price</b></p>	<p><b>Responses</b> - Outline of purchase offer, if any.</p>





<p>14. Understanding that the City is expecting to work out the purchase price as a part of the Purchase &amp; Development Agreement process, provide the purchase price your team is prepared to offer at this time if selected as the developer. If the offer is conditioned in any way, explain. If no offer is being provided, explain.</p>	<p>Robertson proposes to purchase the site for an overall price of \$750,000 for option A, and \$1,250,000 for option B, provided approvals can be secured for a 59-unit townhome community. The offer is contingent on receiving entitlement approvals to permit the housing product proposed for the development. Robertson will be provided an initial one hundred and twenty (120) day due diligence period to review the property records and to conduct preliminary due diligence work on the site, and to begin the robust neighborhood engagement process. At the end of the initial due diligence period, Robertson will advise the City of its intention to proceed or to terminate the agreement. If Robertson elects to proceed, they will be granted a six (6) month approval contingency period. If Robertson diligently pursues municipal plan approvals for the site during the contingency period and is unable to complete the process in six months, they will be granted two additional forty-five day extensions as necessary to complete the process.</p> <p>As mentioned previously, option A consists of the development of the townhomes and the onsite improvements necessary for such but no provision for construction or finance of offsite public amenities like the Community Woonerf or the Community Tramway. In addition, the Community Commons and the Community Shared Parking would be constructed and financed by the developer without reimbursement through the brownfield/DDA plan(s), however, those elements would remain private and solely for the use of the condominium residents. Option B significantly furthers this plan with the inclusion of public amenities such as the Community Woonerf promenade that provides a pedestrian connection from Grand River through the project via the new Community Commons to the existing stairway to the park. Additionally, the connection to the park will be enhanced with the proposed Community Tramway system to provide access for all members of the public to and from Downtown and Shiawassee Park. Robertson will also construct the Community Shared Parking. The costs to construct the Community Woonerf, Community Commons, Community Tramway and Community Shared Parking will be included as part of the private development and reimbursed through the Brownfield/DDA plan, with operations and future maintenance of the improvements to be provided by the City. These public amenities, as previously disclosed, would be proposed to be City owned with a reciprocal easement agreement between the City and the condominium association allowing for shared use.</p> <p>Robertson Brothers will commit to the demolition of the existing structure and will remediate any environmental concerns relating to residential development on the property through a Brownfield TIF reimbursement structure with either option A or option B. As such, the offer is contingent on Robertson securing a Brownfield Tax Increment Financing structure from the City of Farmington in order to remove the structure and remediate any environmental concerns relating to residential development on the property. Additionally, the offer is contingent on securing adequate non-environmental DDA funds and reimbursement schedule and/or classifying the development as a 'core' development for Brownfield TIF purposes, in order to move forward with option plan B.</p> <p>Robertson will escrow a \$25,000 refundable deposit with First American Title once a formal agreement of purchase is entered into between the parties. The deposit will remain refundable through the due diligence period. If Robertson elects to proceed after the due diligence period, the initial deposit will be increased by \$25,000 to a total of \$50,000. At that time, the entire deposit will become non-refundable unless rezoning and site plan approval is not granted for the agreed upon number of residential units, in addition to approval of the requisite Brownfield and site improvement reimbursement contingencies.</p>
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Schedule Feasibility	Responses - The project's proposed timetable and the ability of the proponent to close on the property within a decent timeframe, undertake and complete the project as presented. Attachments may be included for any of the responses.		
15. Once a Purchase & Development Agreement is executed between the City and the developer, outline the anticipated schedule including securing approvals and project financing to close on the purchase of the property (up to the start of asbestos abatement and demolition).	<b>Milestone</b>	<b>Days</b>	<b>Completion Date</b>
	Council Decision	0	2/16/2021
	Purchase Agreement	15	3/3/2021
	Initial Due Diligence Period	120	7/1/2021
	Neighborhood Engagement	30	7/31/2021
	Site Plan Approval (Principal Use in CBD District)	180	1/27/2022
	Financing and Property Closing	60	3/28/2022
	Construction Documents Following Site Plan	60	3/28/2022
Permitting	30	4/30/2022	
16. Outline the anticipated schedule for asbestos abatement and demolition up through site development to allow for vertical construction of the proposed project.	<b>Milestone</b>	<b>Days</b>	<b>Completion Date</b>
	Building Demolition and Asbestos Abatement	45	6/26/2022
	Land Clearing and Rough Grading	20	7/16/2022
	Utility Installation	20	8/5/2022
	Final Grading	10	8/15/2022
	Curb and Paving	25	9/9/2022
17. Outline the anticipated schedule for completion of vertical construction for all structures proposed in the project through the project securing its last Certificate of Occupancy for construction of the proposed project.	<b>Milestone</b>	<b>Days</b>	<b>Completion Date</b>
	Building Demolition and Asbestos Abatement	45	6/26/2022
	Construction of First Units to Occupancy	150	2/6/2023
	Final Occupancy From Paving	590	3/27/2024
	Final Site Landscape and Site Clean Up	90	6/25/2024
18. Based upon your response to the above project's proposed timetables, what is the entire duration of time needed from Purchase & Development Agreement execution to last Certificate of Occupancy being received.	The total time between Purchase Agreement execution and Final Certificate of Occupancy is 37 months, assuming a selling pace of 3 sales per month. Robertson acquires and develops between 4 and 6 new properties per year, so we have significant experience in the time necessary to approve and develop a property. We also have vast experience in selling townhome condominiums in infill locations like the City. Our average monthly pace for recent townhome sites has been in the 2.5 to 3.5 units per month range. We have either recently completed or are currently selling townhomes in 12 projects located in 8 different infill communities with traditional downtowns similar to the City, totaling over 600 townhomes.		

<b>Past Project's Entity Information</b>	<b>Responses</b> – Identification of Developer's past project's entities and outcomes over the past 7 years (2014-2020).
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<p>19. Provide a complete list of all the entities (LLCs, etc.) that your development team have used for their projects over the past 7 years (2014-2020) as follows:</p> <ul style="list-style-type: none"> <li>• Entity Name</li> <li>Project Name</li> <li>Project Address</li> <li>Governing Municipality (City, Twp. etc.)</li> </ul>	<p>See <b>Exhibit 9</b> for a list of 34 entities for the past seven years.</p>
<p>20. For the development entities identified in the list above and your primary development entity, identify the development entity(s) (if any) that have been in litigation, arbitration, or any other dispute with a municipality, homeowners association, or any other entity in connection with these projects over the last 7 years (2014-2020).</p>	<p>There have been no litigation, arbitration, or dispute over the last 7 years.</p>
<p>21. For any of the development entities that were included in the above list, outline the outcomes of any litigation, arbitration, or other disputes identified.</p>	<p>N/A</p>
<p>22. For proposed development projects that are an owner-occupied concept, provide two (2) Master Deed examples from two (2) different projects with homeowner associations over the last 7 years (2014-2020).</p>	<p>Attached as <b>Exhibit 10</b> are two Master Deed Examples for recent comparable developments. These particular projects involved for-sale townhome communities that included Brownfield reimbursement for both environmental and non-environmental activities.</p>



AUTHORIZED REPRESENTATIVE CERTIFICATION			
On behalf of the Company named below, I am the authorized representative remitting the answers to the Comparative Criteria Questions for Request for Qualifications (RFQ) Developer Selection of the redevelopment at 33000 Thomas Street in the City of Farmington Michigan. I authorize the City of Farmington to review the information we have provided to the City for its RFQ Developer Selection purposes.			
Further, I authorize the City of Farmington or any of their designees to verifying the information provided in support of our Company's response to the City's Comparative Criteria Questions.			
I hereby certify that the information contained in this Comparative Criteria Questions response and in the exhibits or attachments submitted are true and correct to the best knowledge of the Company and the undersigned and are submitted to the City of Farmington as a basis for determining whether the City should select our Company as the developer for the redevelopment project at 33000 Thomas Street.			
Primary Development Entity Legal Name (business entity entering into Purchase & Development Agreement)		Employer Tax Identification Number (EIN)	
Robertson Brothers Co., a Michigan corporation		38-1497060	
Signature of Company's Authorized Representative		Title	
		President	
Typed Name	Telephone	Email	Date
James V. Clarke	248-282-1432	jclarke@robertsonhomes.com	February 12, 2021

## EXHIBIT 1

How team will manage/control/remediate contaminants to safely redevelop property.

Acquisition Strategy: Robertson Brothers Entity (RB) will purchase the property and complete a Phase I Environmental Site Assessment, Baseline Environmental Assessment (BEA), and Construction/Development Documentation of Due Care Compliance (DDCC) within 45 days of purchase. It is RBs intent to complete site demolition and remedial activities to unrestricted residential standards within 6 months of purchase. If this strategy is successful, it will be demonstrated through a No Further Action (NFA) report submittal that the site is no longer a "facility" and BEA submittal will not be required. If unexpected contaminant conditions are encountered that preclude NFA completion for the entire property, then a BEA/s may be submitted for the portion or portions of the property where remediation to unrestricted residential use is not achievable. The goal of the site demolition and remedial process is to achieve a residential cleanup that does not require BEA submittal.

Due Care: The DDCC will be provided to demolition / remedial / and other contractors associated with site development activities. Contractors selected by RB will have meaningful experience with contaminated properties and will be required to implement best practices that address known and unexpected conditions in a manner that protects workers and others on site with a focus on a developed property that will not have restrictions. Provisions laid out in the DDCC will be required additions to contractor health and safety plans. Each contractor that mobilizes to the property will start its activities with all team members being introduced to the DDCC by RB and McDowell & Associates representatives. Daily safety meetings will include reference to the DDCC and review learnings from the previous day's and other recent situations.

Additional safety measures: As part of due care and to address other safety measures, the property will be fenced with one gate that controls access to the property. A construction trailer will be present at the main gate controlled by an RB site manager with responsibility for site access, personnel accountability, visitor safety briefing, and control.

Site development will require demolition and removal of below grade historic structures and uncontrolled fill materials. Contingency planning will be part of the bidding, site demolition, and development process.

Following is a description of known conditions on the property and Robertson Brother's approach:

Former Heating Oil UST areas – Selected contractor will specializing in UST removals with a minimum \$5,000,000 pollution liability insurance, 40 hour OSHA trained employees, confined spaced entry certification, and equipment and experience needed to address a multitude of contaminant scenarios. McDowell & Associates will screen excavations, collect confirmatory samples, and submit samples for testing to demonstrate remediation to EGLE unrestricted residential criteria.

Sub-Slab Heating Oil Piping / Former Coal Storage / Boiler Room – McDowell & Associates will be retained to witness all subsurface demolition activities to ensure that suspect conditions are identified and addressed properly by demolition contractor. If contaminated situations are encountered or are known from previous test results, soil removal, sampling and testing will be completed to achieve EGLE Criterial for Unrestricted Residential Use.

SE Portion Fill Material – McDowell & Associates will be retained to witness fill soil removal to ensure that suspect conditions are identified and addressed properly by earth moving contractor. If contaminated situations are encountered or are known from previous test results, soil removal, sampling and testing will be completed to achieve EGLE Criterial for Unrestricted Residential Use.

Asbestos Abatement – Abatement activities to be completed by a State of Michigan licensed asbestos abatement contractor with significant school, industrial and commercial asbestos abatement with a minimum of \$5,000,000 insurance coverage. Post asbestos abatement inspection to be completed by third

party certified asbestos inspector from McDowell & Associates in advance of demolition activities to document abatement status and consolidate clearance and manifest paperwork.

Universal Waste Remove/Dispose – Licensed contractor with experience in proper collection and containerizing of universal waste for disposal at licensed recycling facilities. Post remedial inspection to be completed by McDowell & Associates in advance of demolition activities to document abatement status and consolidate clearance and manifest paperwork.

Backfill – All excavations to be witnessed by McDowell & Associates to verify floor of excavation is suitable for placement of engineered fill. This QA/QC provides a second set of eyes on the excavation after environmental sampling and testing to ensure that all suitable materials have been removed prior to backfill. Engineered fill material to be tested to document suitability for compaction. Compaction testing will be completed in horizontal lifts to ensure all excavations in future construction areas meet required compaction.

**EXHIBIT 2**

**DISCLOSURE STATEMENT FOR**

**THE TOWNS @ THE CORNER**

**DEVELOPER**  
**Tiger Stadium Partners 2, LLC**  
**6905 Telegraph Road, Suite 200**  
**Bloomfield Hills, Michigan 48301-3159**  
**(248) 644-3460**

The Towns @ The Corner is a 34-unit residential condominium which may be reduced in size to a minimum of two units on or before September 20, 2024 or later as permitted by the Michigan Condominium Act, and which may be expanded in size to a maximum of 68 units on or before September 20, 2024.

**THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.**

**IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.**

**March 2019**

THE TOWNS @ THE CORNER

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Developer neither has nor claims any expertise in mold growth, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of mold. The Developer also has no control over this natural occurrence. Owners will want to take steps to reduce the occurrence of mold growth. For further helpful hints that can reduce mold growth, owners can consult the EPA's website at <http://www.epa.gov/iaq/molds/images/moldresources.pdf>. Owners can also consult their Homeowner's Guide delivered at the time their purchase agreement was executed.

**F. Radon.** Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

**G. Environmental Disclaimer.** DEVELOPER HEREBY ADVISES AND INFORMS PURCHASER, AS IS REQUIRED BY STATE LAW UNDER MCLA 324.20116, THAT THE PROPERTY ON WHICH THE CONDOMINIUM AND THE UNIT HAVE BEEN, OR WILL BE, BUILT WAS HISTORICALLY OCCUPIED WITH RESIDENTIAL DWELLINGS, A LUMBERYARD AND A BASEBALL STADIUM. THE LUMBERYARD WAS DEMOLISHED IN 1919, THE BASEBALL STADIUM WAS DEMOLISHED IN 2012 AND THE RESIDENTIAL DWELLINGS WERE DEMOLISHED AT VARYING TIMES BETWEEN 1919 AND 1930s. THEREFORE, BURIED CONSTRUCTION DEBRIS FROM THE FORMER BUILDINGS HAS BEEN IDENTIFIED THROUGHOUT THE CONDOMINIUM AND THE ADJACENT PROPERTY. SITE ASSESSMENT ACTIVITIES WERE COMPLETED IN MARCH 2016, WHICH IDENTIFIED CONCENTRATIONS OF ARSENIC AND MERCURY IN SOIL SAMPLES ABOVE THE MDEQ PART 201 RESIDENTIAL AND NONRESIDENTIAL DRINKING WATER PROTECTION AND GROUNDWATER SURFACE WATER INTERFACE PROTECTION (GSIP). BASED ON THE ANALYTICAL RESULTS DESCRIBED ABOVE, THE SUBJECT PROPERTY WAS CLASSIFIED AS A "FACILITY". AS DEFINED BY PART 201 OF P.A. 451 OF THE MICHIGAN NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, BASED ON THE INFORMATION CONTAINED IN THE BASELINE ENVIRONMENTAL ASSESSMENT DATED MAY 25, 2018, PREPARED BY SME (PROJECT NUMBER: 078987.00) (THE "BEA"). BY SIGNING THE PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THIS NOTIFICATION AND FURTHER ACKNOWLEDGES RECEIPT OF THE BEA.

Contaminated soils will be removed from the site during development activities. If some residual contamination remains on the site after completion of construction, it is expected that such contamination will be covered by building structures, pavement and landscaping. Normal maintenance of the buildings and site features by the Condominium Co-owners is anticipated to assure there is no contact with the sub-surface soils. There is no known evidence of groundwater contamination; however, use of groundwater by the Condominium Co-owners is not necessary because a public water supply is provided by the City of Detroit

Developer makes no warranties express or implied, about the existing or future environmental conditions of the Unit, the Condominium or the property on which the Unit and Condominium are located, including possible present or future pollution of the air, water or soil from any sources (including radon gas). Developer expressly disclaims any liability for any type of damages, whether direct, indirect or consequential or otherwise, which the Condominium, the Unit or its inhabitants or owners may suffer because of any existing or future environmental conditions.



## EXHIBIT 3

Community & Economic Development  
300 East Nine Mile Road  
Ferndale MI 48220  
248-546-2525  
[www.ferndalemi.gov](http://www.ferndalemi.gov)

November 11, 2020

To Whom It May Concern,

Robertson Brothers Homes is currently completing two residential developments within the City of Ferndale. As part of the process, the developer worked diligently with city staff to ensure that each of the stakeholders, including neighborhood representatives and government entities, were involved and engaged throughout the process. The two sites were purchased by Robertson through an RFP process from the Ferndale School District. During the process of civic engagement, Robertson took input from staff as well as surrounding property owners in order to create developments that are now nearing completion ahead of schedule.

Because Ferndale is a core community, the projects were eligible for non-environmental TIF reimbursements, and Robertson worked together with the City to prepare a plan that was fair and practical to all the parties involved. Ultimately this cooperative process led to viable projects that allowed for new homes within the community that otherwise were not available for home buyers.

Robertson Brothers was willingly collaborative with us when it came to balancing community priorities such as on-street parking, stormwater retention, green space, as well as curb presence, density, and connectivity with the surrounding neighborhoods. The Robertson Brothers team took in community feedback respectfully and with creativity when it came to things we wanted or could not support, and I do not think the project would have been as successful without the willingness to collaborate that they brought to the table.

Please contact me with any questions regarding these projects as it relates to Robertson Brothers Homes' public/private engagement throughout the process.

Sincerely,

Jordan Twardy  
Community and Economic Development Director



**Community Development Department**

1827 N. Squirrel Road - Auburn Hills, MI 48326

Phone: (248) 364-6900

Website: [www.auburnhills.org](http://www.auburnhills.org)

November 11, 2020

To whom this may concern:

Robertson Brothers Homes is currently completing a residential development named Riverside Townes, consisting of three townhouse-style buildings totaling 14 condominium units within Downtown Auburn Hills.

During the approval and development process, Robertson Brothers Homes worked directly with City officials to ensure that their development proposal met the vision and goals of the City's Downtown Master Plan. Ultimately, Robertson worked closely with us to create a successful for-sale residential development that will provide needed patrons for Downtown shops and restaurants.

Robertson Brothers Homes has earned the City's trust with its quality development and continued cooperation. We hope to partner with them again in the future.

If you wish to further discuss our experience with Robertson Brothers Homes, please contact me via phone at (248) 364-6941.

Sincerely,

Steven J. Cohen, AICP  
Director of Community Development



February 8, 2021

To Whom It May Concern,

Robertson Brothers Homes is currently beginning construction of a residential development named Park 54 within the City of Hazel Park. The developer worked closely with city staff throughout the process to be sure that each stakeholder, such as existing neighbors and municipal agencies were included in the process. The site was purchased from the Archdiocese of Detroit and consisted of a neglected and unutilized church-owned school building. During the process of civic engagement, Robertson took input from staff as well as surrounding property owners in creating a new community that will likely be a catalyst for future development in the City.

Hazel Park is a core community, and the project was eligible for non-environmental TIF reimbursements. Robertson worked closely with the City to prepare a fair and concise Brownfield plan. This cooperation ultimately led to a project that will provide for new homes that are attainable within the community. Please contact me with any questions pertaining to Robertson Brothers Homes' public/private engagement.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Campbell', written in a cursive style.

Jeff Campbell  
Community Development Director and Director of Legal Services

**Maxwell Training Site  
Schedule of Land Development Costs**

**EXHIBIT 4**

		2021	2022	2023	2024
1105	LANDSCAPE DESIGN	\$ 17,500	\$ 17,500	\$ -	\$ -
1106	ENVIRONMENTAL	\$ 716,494	\$ -	\$ 716,494	\$ -
1107	SITE PLAN	\$ 4,500	\$ 4,500	\$ -	\$ -
1108	PUBLIC AMENITY - WOONERF	\$ 46,656	\$ -	\$ -	\$ 46,656
1108	PUBLIC AMENITY - COMMUNITY COMMONS	\$ 40,344	\$ -	\$ 40,344	\$ -
1108	PUBLIC AMENITY - TRAMWAY	\$ 175,000	\$ -	\$ -	\$ 175,000
1108	PUBLIC AMENITY - SHARED PARKING	\$ 125,000	\$ -	\$ 125,000	\$ -
1109	ENTRY LANDSCAPING	\$ 15,000	\$ -	\$ 15,000	\$ -
1111	SOILS/ENVIRONMENTAL DUE DILLIGENCE	\$ 35,000	\$ 35,000	\$ -	\$ -
1112	BOUNDRY TOPO	\$ 15,600	\$ 15,600	\$ -	\$ -
1115	SIGNS/MAILBOXES	\$ 14,618	\$ -	\$ 14,618	\$ -
1116	LANDSCAPING-SITE	\$ 22,142	\$ -	\$ 22,142	\$ -
1117	LANDSCAPING-OFFSITE	\$ 75,000	\$ -	\$ 75,000	\$ -
1120	PERMITS	\$ 88,500	\$ 25,000	\$ 63,500	\$ -
1125	DEMOLITION	\$ 301,540	\$ -	\$ 301,540	\$ -
1128	LETTER OF CREDIT	\$ 16,950	\$ -	\$ 16,950	\$ -
1130	ACQUISITION LEGAL	\$ 38,350	\$ 17,500	\$ 20,850	\$ -
1134	ENGINEERING-SITE PLANS	\$ 10,000	\$ 10,000	\$ -	\$ -
1135	ENGINEERING-CONSTRUCTION DOCUMENTS	\$ 70,800	\$ 20,000	\$ 50,800	\$ -
1136	STAKING	\$ 44,250	\$ -	\$ 44,250	\$ -
1139	TREE CLEARING	\$ -	\$ -	\$ -	\$ -
1140	EARTHWORK-SITE	\$ 295,000	\$ -	\$ 295,000	\$ -
1141	EARTHWORK-OFFSITE	\$ 100,000	\$ -	\$ 100,000	\$ -
1142	PAVING-SITE	\$ 200,940	\$ -	\$ 200,940	\$ -
1144	PAVING-OFFSITE	\$ 75,000	\$ -	\$ 75,000	\$ -
1145	WATER-SITE	\$ 32,870	\$ -	\$ 32,870	\$ -
1146	WATER-OFFSITE	\$ 100,000	\$ -	\$ 100,000	\$ -
1150	STORM-SITE	\$ 36,300	\$ -	\$ 36,300	\$ -
1155	STORM-OFFSITE	\$ 125,000	\$ -	\$ 125,000	\$ -
1160	SANITARY-SITE	\$ 28,450	\$ -	\$ 28,450	\$ -
1161	SANITARY-OFFSITE	\$ 50,000	\$ -	\$ 50,000	\$ -
1171	SOIL EROSION	\$ 15,300	\$ -	\$ 15,300	\$ -
1172	OUTSIDE TESTING	\$ 14,040	\$ -	\$ 14,040	\$ -
1175	FRANCHISE UTILITIES-SITE	\$ 14,191	\$ -	\$ 14,191	\$ -
1176	FRANCHISE UTILITIES-OFFSITE	\$ 20,000	\$ -	\$ 20,000	\$ -
1185	LIGHTS - SPECIALTIES	\$ -	\$ -	\$ -	\$ -
1190	SIDEWALKS	\$ 38,096	\$ -	\$ 38,096	\$ -
1197	CONSTRUCTION MANAGEMENT FEE	\$ 92,321	\$ 3,603	\$ 73,631	\$ 15,087
1198	CONTINGENCY	\$ 466,613	\$ -	\$ 466,613	\$ -
	<b>Total Land Development</b>	<b>\$ 3,577,365</b>	<b>\$ 148,703</b>	<b>\$ 3,191,919</b>	<b>\$ -</b>
	<b>Brownfield/DDA - Enviro/Demo</b>	<b>\$ 1,053,034</b>	<b>\$ 35,000</b>	<b>\$ 1,018,034</b>	<b>\$ -</b>
	<b>Brownfield/DDA - Public Amenities</b>	<b>\$ 387,000</b>	<b>\$ -</b>	<b>\$ 165,344</b>	<b>\$ 221,656</b>
	<b>Brownfield/DDA - Infrastructure</b>	<b>\$ 495,000</b>	<b>\$ -</b>	<b>\$ 495,000</b>	<b>\$ -</b>
	<b>Brownfield/DDA - Contingency</b>	<b>\$ 290,255</b>	<b>\$ 5,250</b>	<b>\$ 251,757</b>	<b>\$ 33,248</b>
	<b>Total Brownfield/DDA Development</b>	<b>\$ 2,225,289</b>	<b>\$ 40,250</b>	<b>\$ 1,930,135</b>	<b>\$ 254,904</b>

EXHIBIT 5



**Site Data:**

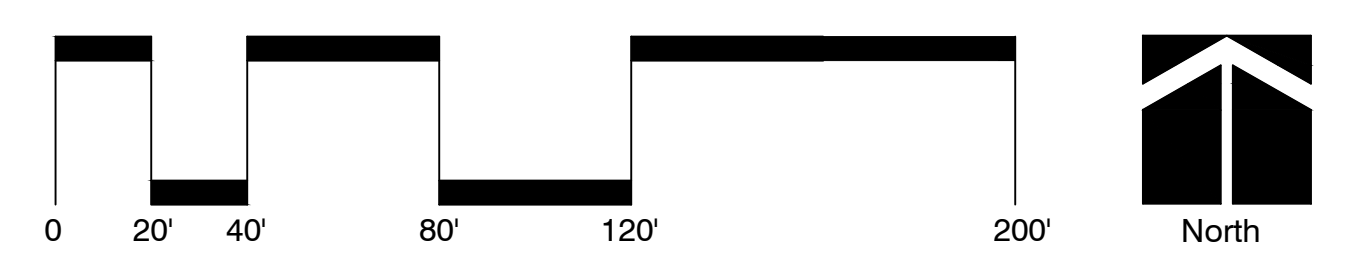
Proposed Units:	59
<b>Parking:</b>	
- Garage Parking:	59 spaces
- Guest Parking:	37 spaces
- Street Parking:	13 spaces
- Woonerf Parking:	12 spaces
- Parking Distribution:	2.05 spaces / Du
<b>Church Parking:</b>	
- Existing Parking:	54 spaces
- Proposed Parking:	54 spaces*
access area	

# Maxfield Training Center

Concept Plan Option B  
Farmington, Michigan

November 2020

- Proposed Public Woonerf**
- Angled & Parallel Parking Spaces
  - Shared Pedestrian / Vehicular Area
  - Public Art
  - Seasonal Landscape



Maxwell Training Site  
Schedule of Environmental and Demolition Costs

EXHIBIT 6

	<u># Truck Yards</u>	<u>\$ per Truck Yard</u>	<u>Total Cost</u>
1106 ENVIRONMENTAL - REMOVE SOILS 20k HEATING OIL UST	2000	23.44	\$ 46,880
1106 ENVIRONMENTAL - REMOVE SOILS 12k HEATING OIL UST	1000	23.44	\$ 23,440
1106 ENVIRONMENTAL - REMOVE SOILS HEATING OIL PIPING	100	23.44	\$ 2,344
1106 ENVIRONMENTAL - REMOVE SOILS COAL STORAGE/BOILER ROOM	100	23.44	\$ 2,344
1106 ENVIRONMENTAL - REMOVE SOILS SE PORTION CONTAMINATED FILL	8960	23.44	\$ 210,022
1106 ENVIRONMENTAL - SCHOOL ASBESTOS ABATEMENT	NA	NA	\$ 49,500
1106 ENVIRONMENTAL - UNIVERSAL WASTE REMOVE/DISPOSE	NA	NA	\$ 60,000
1106 ENVIRONMENTAL - BACKFILL/IMPORT/PLACE IN ENGINEERED LIFTS	12160	17.02	\$ 206,963
1106 ENVIRONMENTAL - MCDOWELL PLAN/MONITORING/COMPLIANCE	NA	NA	\$ 115,000
<b>TOTAL ENVIRONMENTAL</b>			<b>\$ 716,494</b>
1125 DEMOLITION - SCHOOL BUILDING			\$ 222,350
1125 DEMOLITION - PARKING LOTS			\$ 56,840
1125 DEMOLITION - TWO HOMES			\$ 22,350
<b>TOTAL DEMOLITION</b>			<b>\$ 301,540</b>
<b>TOTAL ENVIRONMENTAL AND DEMOLITION</b>			<b>\$ 1,018,034</b>

EXHIBIT 7



February 10, 2021

To Whom it may Concern,

Flagstar has an eight-year lending relationship with Robertson Homes. Robertson is one of the few local homebuilders/developers we have targeted to fund. We are highly selective with companies we lend to and Robertson's extended history of over 75 years of profitable development in Southeast Michigan along with their reputation amongst the community as a quality homebuilder was very attractive to Flagstar. Our experience working with the Robertson team the past four years has been remarkably positive and as such the depth of our relationship has grown significantly. We currently have a total authorized lending relationship with Robertson Homes in excess of \$50MM authorized and would certainly be interested in the possibility of financing the Maxwell Training Center project.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. J. Wentrack". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael J. Wentrack  
First Vice President  
Flagstar bank





Community Commons / Mews



Shiawasse Park



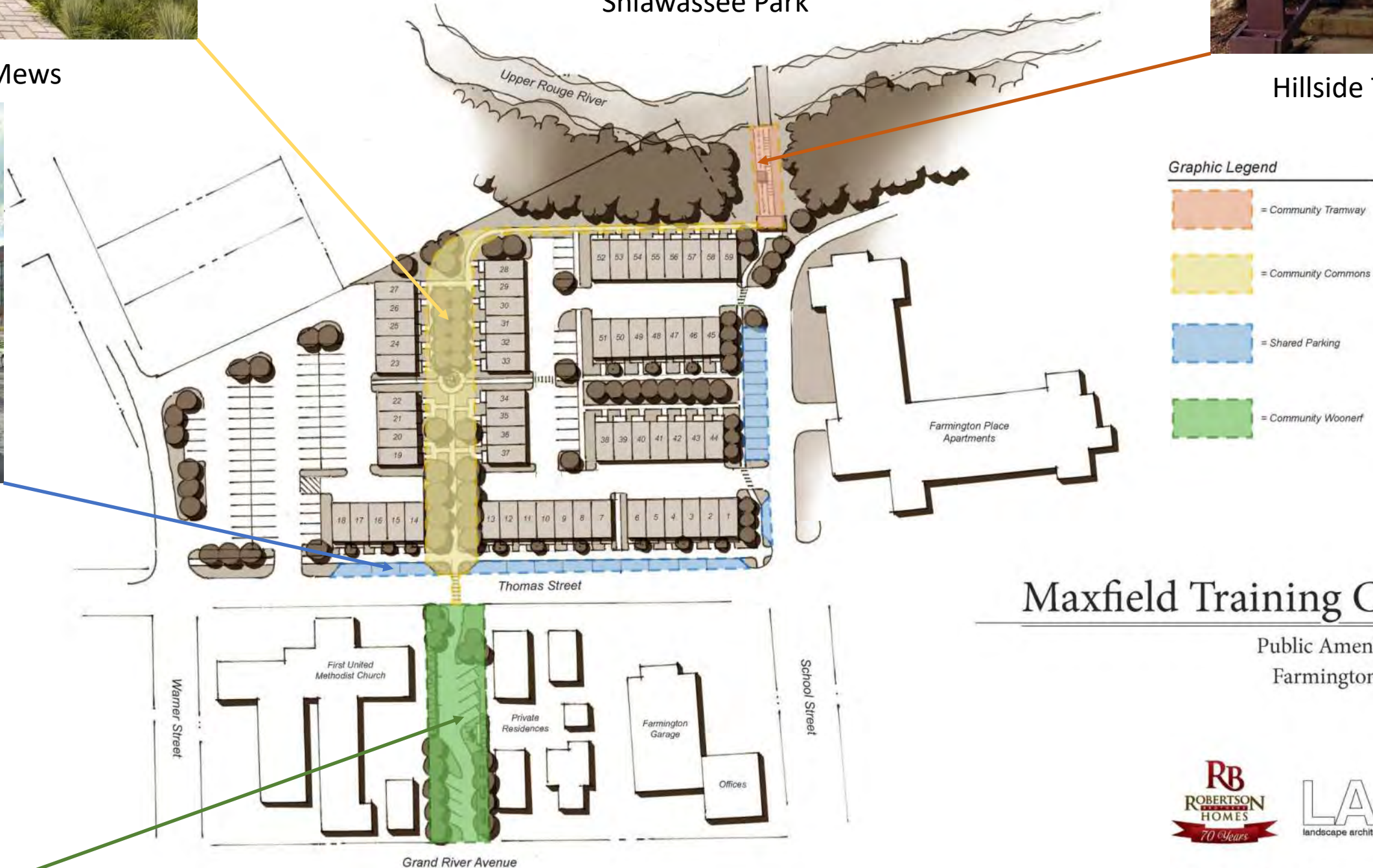
Hillside Tram



Shared Parking



Community Woonerf



# Maxfield Training Center

Public Amenity Graphic  
Farmington, Michigan

February 2021

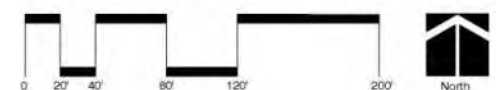


EXHIBIT 9

Entity Name	Project Name	EIN #	Address	Governing Municipality
Robertson Brothers Company	NA	38-1497060	6905 Telegraph Road, Ste 200, Bloomfield Hills, MI 48301	Bloomfield Hills, MI
Forest Elm, LLC	750 Forest	81-3570073	750 Forest, Birmingham, MI 8009	Birmingham, MI
Robertson Royal Oak, LLC	Alexander Place	36-4724441	601 N. Alexander, Royal Oak, MI 48067	Royal Oak, MI
RRES Wixom Village, LLC	Anthem at Tribute	35-2426760	374 Wright Street, Wixom, MI 48393	Wixom, MI
Robertson Bradley Square, LLC	Bradley Square	47-5534122	4637 Bradley Circle, Troy, MI 48085	Troy, MI
Robertson Brewster Village, LLC	Brewster Village	83-3494885	2629 Rosemond Court, Rochester Hills, MI 48309	Rochester Hills, MI
Robertson Charneth Fen, LLC	Charneth Fen	46-2986542	28598 Traci Trail, Novi, MI 48377	Novi, MI
Robertson Brighton Square, LLC	Conely Square	83-4235786	535 Jenny Way, Brighton, MI 48116	Novi, MI
Robertson Encore, LLC	Encore Village	82-5397427	189 Valor Way, Wixom, MI 48393	Wixom, MI
Robertson Encore, LLC	Encore Townes	82-5397427	215 Monument Lane, Wixom, MI 48393	Wixom, MI
Robertson Cherry Hill Gardens, LLC	Garden Villas at Cherry Hills	46-3649954	49388 Garden Lane, Canton, MI 48188	Canton, MI
Robertson Franklin Hills, LLC	Hills of Franklin	82-1712914	13 Mile & Inskster Rd, Farmington Hills, MI	Farmington Hills, MI
Robertson Oxford, LLC	Hills of Oxford	46-3649954	1110 Bridge Water, Oxford, MI 48371	Oxford, MI
Robertson Kilmer, LLC	Kilmer Place	46-2626273	3088 Kilmer, Troy, MI 48083	Troy, MI
Robertson Lakeview, LLC	Lakeview	83-3217518	2232 Old Novi Road, Novi, MI 48377	Novi, MI
Robertson Lexington, LLC	Lexington on the Park	47-1356899	3493 Marais Ave, Royal Oak, MI 48073	Royal Oak, MI
Robertson South Lyon, LLC	Lexington Place	30-0718127	1034 Paddock Drive, South Lyon, MI 48178	South Lyon, MI
Robertson Wixom Village, LLC	Liberty at Tribute	46-4978126	3142 Johanna Ware West, Wixom, MI 48393	Wixom, MI
Robertson Long Lake Square, LLC	Long Lake Square	83-4266621	4966 Treeside Lane, Troy, MI 48098	Troy, MI
Robertson Mill Ridge, LLC	Mill Ridge	81-4407108	17074 Garden Ridge Lane, Northville Twp, MI 48168	Northville Twp, MI
Robertson Normandy Oaks, LLC	Normandy Square	81-4407108	2500 Normandy Road, Royal Oak, MI 48073	Royal Oak, MI
Robertson Normandy Oaks, LLC	Normandy Village	81-4407108	2540 Massoit Road, Royal Oak, MI 48073	Royal Oak, MI
RRES Oakhurst, LLC	Ardasley, Middleboro, Talnuck	27-2247930	7259 Ardsley Lane, Clarkston, MI 48348	Clarkston, MI 48348
Robertson Orion Village, LLC	Orion Village	27-2247930	3517 W. Madison Ave, Orion Twp, MI 48359	Orion Twp, MI
Robertson Park 54, LLC	Park 54	85-1524927	415 Jeff Keeton Drive, Hazel Park, MI 48030	Hazel Park, MI
Robertson Parkdale Townes, LLC	Parkdale Townes	82-1319736	500 Parkdale Lane, Ferndale, MI 48220	Ferndale, MI 48220
Robertson Pullman Park, LLC	Pullman Park	85-2599620	E. Lafayette & St. Aubin, Detroit, MI	Detroit, MI
Robertson Riverside Townes, LLC	Riverside Townes	82-4689498	3313 Squirrel Court, Auburn Hills, MI 48326	Auburn Hills, MI 48326
Robertson Sherman Oaks, LLC	Sherman Oaks	47-3447935	1091 D North Sherman Road, Royal Oak, MI 48067	Royal Oak, MI
Robertson Spring Meadows, LLC	Spring Meadows	46-4646364	29718 Thistle Lane, New Hudson, MI 48165	Lyon Twp, MI
Robertson Woodlawn, LLC	The Townes at 3506	81-2919983	508 Midland, Royal Oak, MI 48073	Royal Oak, MI
Tiger Stadium Partners 2, LLC	Towns at the Corner	83-3022052	2221 Trumbull, Detroit, MI 48216	Detroit, MI
Robertson Union Square, LLC	Union Square	47-4181172	707 Hickory Street, Milford, MI 48381	Milford, MI
Robertson Bloomfield Grove, LLC	Villas at Bloomfield Grove	82-3579439	170 Timber Trace Lane, Bloomfield Hills, MI 48302	Bloomfield Hills, MI
RRES Maple Villas, LLC	Villas at Maple Creek	27-2846466	3649 Shepherd Lane, Canton, MI 48188	Canton, MI
Robertson Wilson Park Village, LLC	Wilson Park	82-1332428	325 University Street, Ferndale, MI 48220	Ferndale, MI 48220

EXHIBIT 9 - SUPPLEMENTAL INFORMATION

erhelzer@mcn.com



Darian Neubecker <dneubecker@robertsonhomes.com>  
Wednesday, March 3, 2021 6:27 PM  
avantini cibplanning.com; ERIC HELZER  
Tim Loughrin; Jim Clarke  
Farmington

**Subject:**

Carmine/Eric,

From our conversation, a few minor items that we consider normal course of business were identified in Robertson's entities background checks. While we feel these are not items that rose to the level of disclosure as described in Question 20 of the Follow-Up Comparative Criteria Questions, we nonetheless have the following explanations below. Please call if the need for any further clarification is needed.

- Robertson Brothers Co. – This was a slip and fall lawsuit that was settled with an adjacent property owner that was walking home from a convenience store, when the plaintiff tripped and fell on the asphalt paving of a Robertson townhome community under development in Wixom. The case was handled by our insurance carrier and we believe ultimately dismissed.
- Additionally, RBC was member of a class action lawsuit with multiple other home builders for excessive overcharging from Oakland Township of water tap fees. This was settled in the plaintiffs favor.
- Robertson Lexington, LLC – The was a property tax appeal because our sites were excessively assessed. Ultimately Robertson and the City worked it out and the case was dismissed.
- Robertson Cherry Hill Gardens, LLC – We purchased this property from Wayne County tax sale and the previous owner (Jason Lewiston) subsequently filed bankruptcy and our company was errantly named as a creditor in the case.

As mentioned, we did not feel that these items were near the level of detail that would be expected during an RFQ response and we ultimately just had our attorney run a full check on our entities to make sure we didn't miss any. We are happy to discuss any items further.

Darian

**Darian L. Neubecker | Senior Vice President**

Robertson Brothers Homes | 6905 Telegraph Road, Suite 200 | Bloomfield Hills, MI 48301

Direct: 248.282.1430 | Fax: 248.282.1431 | [www.robertsonhomes.com](http://www.robertsonhomes.com)

erhelzer@msn.com

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Darian Neubecker <dneubecker@robertsonhomes.com>

Wednesday, March 3, 2021 6:21 PM

avantini cibplanning.com; ERIC HELZER

Tim Loughrin; Jim Clarke

**Subject:**

Name Change

**Attachments:**

RB Name Change.pdf

Carmine/Eric attached is the name change to clear this concern up. Tim will be addressing the litigation concern shortly.

Darian

**Darian L. Neubecker | Senior Vice President**

Robertson Brothers Homes | 6905 Telegraph Road, Suite 200 | Bloomfield Hills, MI 48301

Direct: 248.282.1430 | Fax: 248.282.1431 | [www.robertsonhomes.com](http://www.robertsonhomes.com)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES - CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

MAR 22 2000 Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION

with D. Stewart Green

FILED

MAR 22 2000

Administrator  
CORP. SECURITIES & LAND DEV. BUREAU

EFFECTIVE DATE:

Name D. Stewart Green		
Address 32270 Telegraph Rd., Suite 200		
City Birmingham, MI	State MI	Zip Code 48025-2457

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Robertson Bros., Company

2. The identification number assigned by the Bureau is: 048801

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation shall be Robertson Brothers Co. ✓

MUK

12.50 dk 9 5093 ake

**COMPLETE ONLY ONE OF THE FOLLOWING:**

**4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)**

The foregoing amendment to the Articles of Incorporation were duly adopted on the \_\_\_ day of \_\_\_\_\_, 2000, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

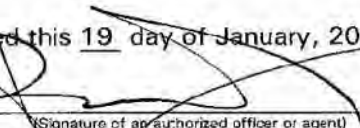
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)
(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)

**5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)**

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19<sup>th</sup> day of January, 2000, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

<p><b>Profit Corporations</b></p> <p>Signed this <u>19</u> day of <u>January</u>, 2000</p> <p>By <u></u>  <small>(Signature of an authorized officer or agent)</small></p> <p><u>Paul C. Robertson, Jr.</u>  <small>(Type or Print Name)</small></p>	<p><b>Nonprofit Corporations</b></p> <p>Signed this ___ day of _____, 2000</p> <p>By _____  <small>(Signature of President, Vice-President, Chairperson or Vice-Chairperson)</small></p> <p>_____  <small>(Type or Print Name)</small> <span style="float: right;"><small>(Type or Print Title)</small></span></p>
---	--

LIBER 55156 PAGE 115  
\$21.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
\$5.00 AUTOMATION  
11/12/2020 11:08:51 AM RECEIPT# 189113  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

**OAKLAND COUNTY TREASURERS CERTIFICATE**  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

NOV 11 2020

RTN

EXHIBIT 10

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

5.00

000986

**MASTER DEED**

**PARK 54**

This Master Deed is made and executed on this 3rd day of November, 2020, by Robertson Park 54, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Park 54 as a Condominium Project under the Act and does declare that Park 54 (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, and every person acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

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**ARTICLE I****TITLE AND NATURE**

The Condominium Project shall be known as Park 54, Oakland County Condominium Subdivision Plan No. 2319. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Hazel Park. 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 therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. 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.

**ARTICLE II****LEGAL DESCRIPTION**

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

Land in the City of Hazel Park, Oakland County, Michigan, described as follows:

A parcel of land being a.11 of the Lots 26 through 46, inclusive, and Lots 79 through 88, inclusive, and part of Lot 25 and part of Lot 89, also vacated alley adjacent thereto, of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plats, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, and more particularly described as:

BEGINNING at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W (recorded as N88°51'W), 435.57 feet; thence N01°09'00"E, 235.00 feet to the south line of Annabelle Avenue (50 feet wide); thence along said south line, S88°51'00"E (recorded as S88°51'E), 431.72 feet to the west line of Battelle Avenue (60 feet wide); thence along said west line, S00°12'34"W, 235.03 feet (recorded as S01°09'W, 235.03 feet) to the aforementioned southeast corner of Lot 46 and the POINT OF BEGINNING.

Containing 2.34 acres of land, more or less.

(Part of Parcel No. ~~(25-25-154-005)~~ to be known as 25-25-154-007

Together with and subject to all easements and restrictions of record and all governmental limitations, including without limitation the restrictive covenants set forth in a certain covenant deed recorded in Liber 54798, at Page 208, Oakland County Records, as described in Article XII. The Developer further reserves the right to extract and/or sell the right to extract mineral, gas, oil, timber, water and/or other natural occurring resources from the above described property.



## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Architectural Policies and Procedures and any other rules and regulations of Park 54 Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Park 54 as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

**Section 2. Association.** "Association" means Park 54 Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Architectural Policies and Procedures and other rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Park 54 as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Park 54 as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Park 54 as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the

Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

**Section 10. Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a five mile radius of the Condominium.

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

**Section 12. Developer.** "Developer" means Robertson Park 54, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

**Section 14. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**Section 15. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Park 54, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

**ARTICLE IV**  
**COMMON ELEMENTS**

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

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

(a) **Land.** The land described in Article II hereof, including the roads, parking spaces, landscaping and seating areas, subject to the right of the public to use the roads, landscaping, common garden and amenities in the Condominium as reserved in Article X, Section 7 below.

(b) **Electrical.** The electrical transmission system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(e) **Water.** The water distribution system throughout the Project, up to the point of entry to Units, including the meter servicing each building, the lateral line that serves all Units in a building, and the shut off valve servicing each individual Unit. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls and timers which are installed by the Developer or the Association.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of entry to Units, including the lateral line that serves all Units in a building, and the clean-out and check valves servicing each individual Unit.

(g) **Storm Water Sewer System.** The storm water sewer system throughout the Project.

(h) **Cable and Telecommunications.** The cable and the telecommunications system, if and when it may be installed, up to, but not including, connections and service lines to provide service to individual Units.

(i) **Construction.** Slabs, supporting columns, Unit perimeter walls, shaft walls between Units, roofs, ceilings, supporting beams, chimneys, if any, and privacy walls between balconies, if any.

(j) **Beneficial Easements.** Unless otherwise dedicated to the City, all easements created herein or created after the recording hereof which benefit the Condominium as a whole.

(k) **Sidewalks.** Sidewalks identified as General Common Elements on Exhibit B, subject to the rights of the public to use same as is reserved in Articles X, Section 7 below.

(l) **Air Conditioner Screening Fences.** To the extent installed, the air conditioner screening fences throughout the Condominium.

(m) **Project Sign.** The Project sign, if any.

(n) **Irrigation System.** If installed, the irrigation system, including without limitation the interior and exterior sprinkling system controls and timers which are installed by either the Developer or the Association.

(o) **Community Garden and Landscaping.** The community garden and landscaping identified as a General Common Element on Exhibit B.

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

**Section 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:

(a) **Porches.** Each porch is restricted in use to the Co-owner of the Unit which is serviced by the porch as shown on Exhibit B hereto.

(b) **Balcony.** Each balcony, with the exception of the balcony privacy screening wall, if any, is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Parking Spaces and Garage Aprons.** Each parking space within each parking garage and adjacent garage apron, is appurtenant as a Limited Common Element to the Unit that opens into such garage.

(e) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) **Doors and Windows.** Doors and windows shall be limited in use to the Co-owners of Units to which they are attached.

(g) **Sanitary Sewer.** The vertical sanitary sewer line that serves a single Unit is a Limited Common Element to the Unit it serves.

(h) **Water Line.** The vertical water line that serves a single Unit is a Limited Common Element to the Unit it serves.

(i) **Interior Surfaces.** The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be limited to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefiting another Unit or Units may be located within walls, doors and/or ceilings.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Porches.** The costs of maintenance, repair and replacement of each porch described in Article IV, Section 2(a) above, including the removal of snow shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of improvements located within each porch depicted on Exhibit B attached shall be the responsibility of the Co-owner serviced by the particular porch.

(b) **Balconies.** The costs of maintenance, repair and replacement of each balcony described in Article IV, Section 2(b) above, including without limitation staining of the wood decks, shall be borne by the Association. Co-owners shall not be permitted to install improvements within or otherwise modify the balcony. Notwithstanding the foregoing, the ordinary cleaning of each balcony and the improvements located within each balcony depicted on Exhibit B attached shall be the responsibility of the Co-owner serviced by the particular balcony.

(c) **Air Conditioner Screening Fences.** To the extent installed, the cost of maintenance, repair and replacement of air conditioner screening fences referenced in Article IV, Section 1(l) above shall be borne by the Association.

(d) **Air Conditioner Compressors.** The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(e) **Doors and Windows.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(f) **Roads and Sidewalks.** The Association shall be responsible for the maintenance, repair and replacement of all roads described in Article IV, Section 1(a) above and sidewalks described in Article IV, Section 1(k) above, including the removal of snow. The Association has additional responsibilities for the maintenance, repair and replacement of roads and sidewalks shared with the adjacent property pursuant to the REA referenced in Article XI below.

(g) **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 Article IV,

Section 2(i) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

**(h) Utility Costs.** All costs of electricity and natural gas servicing a Unit, and all costs of maintenance, repair and replacement of the meters for electricity and natural gas servicing a Unit, shall be borne by the Co-owner of the Unit. All costs of water and sanitary sewer expenses, including the meter recording such usage, shall be borne by the Association.

**(i) Garage Doors and Garage Door Openers.** The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs therefor shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

**(j) Site Lighting.** All site lighting fixtures attached to garage fronts shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. The cost of electricity and any other expenses associated with the operation of the site lighting fixtures (except for certain light bulbs as provided above that are an Association obligation), shall be borne by the Co-owner of the Unit to which the site lighting fixtures are appurtenant. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners. Further, all exterior lighting must comply with applicable city codes and ordinances, including being directed downward and shielded so as not to shine on adjacent property and being within the maximum permitted fixture height and illumination levels.

**(k) Garage Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces shall be the responsibility of the Co-owner of the Unit serviced by the garage parking space.

**(l) Storm Water Sewer.** The repair, replacement and maintenance of the storm water sewer system referenced in Article IV, Section 1(g) above, shall be borne by the Association. The Association has additional responsibilities for the maintenance, repair and replacement of the storm water sewer system shared with the adjacent property pursuant to the REA referenced in Article XI below.

**(m) Parking Spaces, Landscaping, Seating Areas and Community Garden.** The repair, replacement and maintenance of the parking spaces, landscaping, seating areas and community garden referenced in Article IV, Sections 1(a) and (o) above, including without limitation the irrigation system that serves the landscaping, shall be borne by the Association. The Association has additional responsibilities for the maintenance, repair and

replacement of parking spaces shared with the adjacent property and certain landscaping pursuant to the REA referenced in Article XI below.

(n) **Sanitary Sewer.** The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 1(f) above shall be borne by the Association. The repair, replacement and maintenance of the sanitary sewer line referenced in Section 2(g) above shall be borne by the Co-owner of the Unit served by the sanitary sewer line.

(o) **Water.** The repair, replacement and maintenance of the water line and related items referenced in Article IV, Section 1(e) above shall be borne by the Association. The repair, replacement and maintenance of the water line referenced in Section 2(h) above shall be borne by the Co-owner of the Unit served by the water line.

(p) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation exterior walls and irrigation system, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 4. Utilities.** 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, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Even if owned by a local public authority, the water mains, leads and equipment and the sanitary sewer mains, leads and equipment located within the boundaries of the Condominium are the responsibility of the Association to maintain, repair and replace and such improvements are subject to the terms of the private sanitary sewer maintenance agreement and the private watermain maintenance agreement between the Condominium and the City of Hazel Park, if applicable.

**Section 5. 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. The use of the Units and Common Elements are further subject to the covenants and restrictions set forth in the Covenant Deed referenced in Article XII below.

**Section 6. Trash Removal and Recycling.** Unless otherwise provided by the City of Hazel Park, the Association shall be responsible for contracting for trash removal from the Project, which may include collection of recyclables.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Park 54 as prepared by PEA Group and attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

**Section 2. The Developer's Right to Modify Units and/or Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element conversions, extensions and/or reductions of Units and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a Unit extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

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



**Section 4. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**Section 1. Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 54 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described herein by removal of all or part of the land described as follows:

A parcel of land being part of Lots 26 through 46, inclusive, and Lots 79 through 88, inclusive, and part of Lot 25 and part of Lot 89, also vacated alley adjacent thereto, of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plats, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, and more particularly described as:

BEGINNING at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W (recorded as N88°51'W), 239.89 feet; thence N01°09'00"E, 142.50 feet; thence N88°51'00"W, 73.00 feet; thence S01°09'00"W, 50.00 feet; thence S88°51'00"E, 49.00 feet; thence S01°09'00"W, 92.50 feet to the aforementioned north line of E. Woodward Heights Boulevard; thence along said north line, N88°51'00"W, 171.68 feet; thence N01°09'00"E, 235.00 feet to the south line of Annabelle Avenue (50 feet wide); thence along said south line, S88°51'00"E (recorded as S88°51'E), 431.72 feet to the west line of Batelle Avenue (60 feet wide); thence along said west line, S00°12'34"W, 235.03 feet (recorded as S01°09'W, 235.03 feet) to the aforementioned southeast corner of Lot 46 and the POINT OF BEGINNING.

Containing ±2.204 acres of land, more or less.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed or longer as permitted by the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than three.

**Section 2. Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

**ARTICLE VIII****OPERATIVE PROVISIONS**

Any conversion or contraction in the Project pursuant to Article VI and Article VII above shall be governed by the provisions as set forth below.

**Section 1. Amendment of Master Deed and Modification of Percentages of Value.**

Such contraction or conversion in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 2. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels withdrawn by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Article VII, and to provide access to any Unit that is located on, or planned for the land described in Article VII from the driveways, roadways and sidewalks located in the Project.

**Section 3. Right to Modify Floor Plans.** The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to City approval. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

**Section 4. Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 5. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or

the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE IX

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

**Section 1. By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

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

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. 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 Oakland County Register of Deeds.

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

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

**Section 4. City Approval.** All modifications contemplated by this Article IX shall be subject to the prior approval of the City of Hazel Park.

## ARTICLE X

### EASEMENTS

**Section 1. Easement for Maintenance of Encroachments and Utilities.** There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of General Common Elements in the Project. 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, walls and ceilings (including interior Unit walls, floors and ceilings) contained therein for the location and continuing maintenance and repair of all utilities in the Condominium and air conditioner leads. There shall exist easements of support with respect to any Unit interior walls which supports a Common Element.

**Section 2. Easements and Developmental Rights Retained by Developer.**

(a) **Access Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII not located in the Condominium, or any portion or portions thereof, easements for the unrestricted use

of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII not located in the Condominium. In order to achieve the purposes of this Article and of Article VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VII by installation of curb cuts, paving, roads, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, roads, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VII not lying within the Condominium whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VII not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Park 54, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland 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 right-of-way dedication.

**(b) Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VII not located in the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium

Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains, and to connect to transformer(s) located on the Condominium Premises. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII not located in the Condominium which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VII not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland 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 as may be required to effectuate any of the foregoing grants of easement or transfers of title.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

**Section 4. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common

Elements, if applicable. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

#### **Section 5. Telecommunications Agreements.**

(a) Both the Developer during the Construction and Sales Period and 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, fiber optic service, 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, unless the company is operated by the Developer as reserved in sub-paragraph (b) or the easement is approved by the Developer during the Construction and Sales Period, upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communications Improvements") located throughout the Project, up to the point of entry to each Unit, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and

expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assignee or designee.

**Section 6. Emergency Vehicle and Service Vehicle Access Easement.** There shall exist and it is hereby granted for the benefit of the City of Hazel Park, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof.

**Section 7. Easements for Public Use.** In accordance with, and subject to, the approval of the Project by the City of Hazel Park, there shall exist, and it is hereby granted, for the benefit of the public, easements over the General Common Element roads for vehicular and pedestrian use and all landscaping, common garden and amenities in the Condominium for pedestrian use. All maintenance of these areas shall be undertaken and borne by the Association. There shall also exist, and it is hereby granted, for the benefit of the public, use easements for all utility mains located throughout the Condominium. The easements granted in this Section are for the benefit of the City of Hazel Park and, accordingly, cannot be amended without the approval of the City.

## ARTICLE XI

### RECIPROCAL PARKING AND STORM WATER EASEMENT AGREEMENT

The Condominium is subject to the terms of a Reciprocal Parking and Storm Water Easement Agreement recorded in Liber 54798, at Page 212, Oakland County Records ("REA") that provides for the shared use with the adjacent property certain parking areas and storm water facility located in the Condominium and the adjacent property. The REA imposes restrictions to assure there are no walls, fences or barriers that prevent the use of the shared parking areas and storm water drainage system. The standards for maintenance of the shared parking areas and storm water system are also found in the REA. Further, the Association is obligated under the REA to maintain, repair and replace the pretreatment portion of the shared storm water system located on the adjacent property with the cost therefor to be shared with the owner of the adjacent property.

## ARTICLE XII

### RESTRICTIVE COVENANTS

The Condominium is subject to certain restrictive covenants set forth in the Covenant Deed dated August 28, 2020 and recorded in Liber 54798, at Page 208, Oakland County Records ("Covenant Deed"), which restrictive covenants are repeated below:

- (a) Any church or religious organization on the Property (*meaning the Condominium Premises*) shall not be called and/or referred to as St. Mary Magdalen or St. Justin. Further, no part of the Property shall be used to operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school regardless of



whether such Archdiocese of Detroit church or school currently is in existence or has been closed, and

- (b) The Property shall not be used for any of the following purposes: (i) for assisted suicide or any similar type of activity intended to terminate the life of a human being, abortions or any similar type of activity intended to terminate the life of a fetus, artificial fertilization/insemination or any similar type of activity, and genetic cloning or any similar type of activity, or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater or for adult uses, or for any sexually oriented business all as defined in the Detroit City Ordinance as of the date of the Covenant Deed.

The Covenant Deed further provides that Mooney Real Estate Holdings, a Michigan nonprofit corporation, and its successors and/or assigns, has the right to enforce the restrictive covenants and, further, that all conveyances of Units or of the Condominium Premises or any part thereof, are to include the restrictive covenants found in the Covenant Deed and be subject to the terms, conditions, covenants, restrictions and agreements set forth in the Covenant Deed.

### ARTICLE XIII

#### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

**Section 2. Mortgagee Consent.** Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act. The notice required to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

**Section 3. By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended, nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

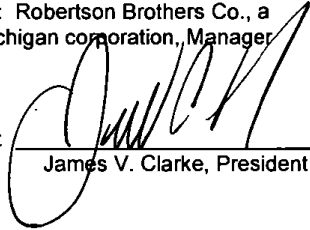
#### **ARTICLE XIV**

#### **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 Oakland County Register of Deeds.

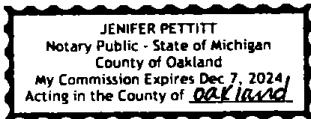
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ROBERTSON PARK 54, LLC,  
a Michigan limited liability company  
By: Robertson Brothers Co., a  
Michigan corporation, Manager

By:   
James V. Clarke, President

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

On this 3<sup>rd</sup> day of November, 2020 in Oakland County, Michigan, the foregoing Master Deed was acknowledged before me by James V. Clarke, the President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Park 54, LLC, a Michigan limited liability company, on behalf of the corporation and company.



  
Notary Public, State of Michigan, County of Oakland  
My commission expires: 12-07-2024  
Acting in the County of Oakland

Master Deed drafted by and  
when recorded return to:  
C. Kim Shierk of  
Williams Williams Rattner & Plunkett, p.c.  
380 North Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009

**PARK 54****EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Park 54, a residential Condominium Project located in the City of Hazel Park, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II****ASSESSMENTS**

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

**Section 1. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide repairs and replacements to those existing Common Elements for which the Association has repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$25,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$25,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 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 subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of no less than 66 -2/3% of all Co-owners except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

**Section 3. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements

appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) 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. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to vote and serve on committees or as a Director of the Association.

**Section 4. Liens for Unpaid Assessments.** Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**Section 6. Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association or 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 assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

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

**(c) Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

**(d) Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorneys' fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien

and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

**Section 7. Liability of Mortgagees.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit.

**Section 8. Developer's Responsibility for Assessments.** The Developer of the Condominium, even though a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to occupied Units that it owns. The Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay monthly maintenance assessments. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed and occupied notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of Hazel Park.

**Section 9. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 10. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration to the extent required by state or local law.

**Section 11. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 12. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such



Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

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

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

### ARTICLE III

#### ARBITRATION

**Section 1. Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

## ARTICLE IV

### INSURANCE

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount of not less than \$1,000,000, per occurrence), 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:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements 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 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, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, 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 to see that all property and liability insurance carried by the Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **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, including foundations to the extent insurance is available for same, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). 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 the 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.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage, except if the claim arises out of the careless or negligent act of a Co-owner relative to the fire suppression system, then the Co-owner responsible for causing the damage shall pay the deductible amount. In the case of damage to a General Common Element, the deductible shall be paid by the Association, except if the claim arises out of the careless or negligent act of a Co-owner, then the Co-owner responsible for causing the damage shall pay the deductible amount.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and 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 V

### RECONSTRUCTION AND REPAIR

**Section 1. Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless

it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

**Section 2. Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

**Section 3. Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) **Damage to Unit.** Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents 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, all appliances, whether free-standing or built-in and all upgrades (above Developer's standards) installed by Co-owners. 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 ceilings in which utilities that benefit another Unit are located, or to any fixtures and equipment which are standard items within a Unit is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage, except as otherwise provided in Article IV, Section 1(e) of these Bylaws. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 4. Association Responsibility for Repair.** Except as otherwise provided in the Master Deed and in Article IV, Section 1(e) and Article V, Section 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 cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds

to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

**Section 5. 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 a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

**Section 6. Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his 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.

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

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

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

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

**Section 7. Notification of Holders, Insurers and Guarantors of First Mortgages.** In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party

of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

**Section 8. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purpose and the Common Elements shall be used only for purposes consistent with the use of single-family residential purpose. The Condominium Project is further subject to certain use restrictions set forth in the Covenant Deed referenced in Article XII of the Master Deed.

**Section 2. Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below and further provided that no more than 47% of the Units in the Project may be leased at any given time. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least twelve months unless the tenant is the Developer marketing in a nearby community. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit. Developer may also lease a Unit from a Co-owner to market nearby communities

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a Condominium

Unit to potential lessees or occupants of the Unit and at the same time shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association of Co-owners with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

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

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

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

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

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

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

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

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

**Section 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, including, without limitation, exterior painting or the erection of lights, antennas, flags, political signs, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards, home video monitoring equipment, or other exterior attachments or modifications. No Co-owner shall in any way disturb or 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.

Co-owners shall be responsible for the maintenance and repair of any modification or improvements permitted pursuant to this Section 3. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to above) shall be obligated to execute a "Modification Agreement", if requested by the Association, as a condition for approval of such modification and/or improvement.

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers are to be affixed on or placed adjacent to common walls, (b) all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer, (c) no stereos are to be affixed and placed adjacent to common walls, and (d) any other sound condition measures that may be adopted by the Association from time to time.

Satellite dish and antennae may not be mounted or placed on any General Common Element. Notwithstanding the foregoing restriction, the following three (3) types and sizes of antennas may be installed in the Unit or on Limited Common Element area for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antenna. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. A Co-owner desiring to install an



antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3 and all rules and regulations regarding installation and placement of antennas, installation may begin immediately. If the installation will not comply, or is in any way not routine in accordance with this Section 3 and the rules and regulations, then the Board of Directors and Co-owner shall meet promptly and within seven (7) days, if possible, after receipt of the notice by the Board of Directors to discuss the installation. This Section is intended to comply with the rules governing antennas adopted by the Federal Communications Commission ("FCC") effective October 14, 1996, as amended, and is subject to review and revision to conform to any changes in the FCC rules.

**Section 4. Activities.** No 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. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner and must be used in compliance with the 2012 National Fire Code (and any future amendment of the National Fire Code) which, among other things, prohibits the operation of a grill on combustible balconies or within 10 feet of combustible construction. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 5. Pets.** No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, Limited or General, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General, including without limitation on the balconies. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements, Limited or General. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association 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 duly adopted rules and regulations.

**Section 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 the Architectural Policies and Procedures or other 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. No unsightly condition shall be maintained on any patio, porch, balcony or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash and recycling receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the Common Elements except in designated areas for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables, and shall be returned to garages no later than 12 hours after the scheduled trash collection. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of, or lined or backed, with material which is white, off-white or dark in nature, excluding all patterns. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, 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.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof.

**Section 7. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercrafts, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway apron immediately adjoining the garage space, if applicable. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any of the streets in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time, or with respect to the dedicated rights-of-way, as may be permitted by City ordinance. Notwithstanding the foregoing, Co-owners shall be entitled occasionally, but not more frequent than once per month, to park a motor home or trailer in the Co-

owner's drive 24 hours before and after its use, for loading and unloading only, without obtaining the prior approval of the Association. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

**Section 8. Advertising.** No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed at any of the entrances to the Project, adjacent to Units, or be visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and political signs, without the written permission from the Association and, during the Construction and Sales Period, from the Developer.

**Section 9. Rules and Regulations.** It is intended that the Architectural Policies and Procedures or other rules and regulations as may be adopted by the Board of Directors of the Association from time to time will reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

**Section 10. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements and for the purpose of turning on and off the irrigation system. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit, which shall include the right to repair utilities and provide heat, water and/or storm water drainage for the benefit of another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 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. Any landscaping installed by the Co-owner pursuant to this Section 11 shall be maintained by the Co-owner or removed if requested by the Association, and the Association shall have no responsibility for its maintenance.

**Section 12. Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, roads, and parking areas 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. Use of recreational

facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

**Section 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, satellite and cable connections, 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. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 14. Reserved Rights of Developer.**

(a) **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, 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.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the 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 contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, sales trailer, a business office, two (2) sales trailers for marketing and/or construction purposes, 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. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as

Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

(c) **Enforcement of Condominium Documents.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) **Developer's Right to Maintain Signs.** The Developer reserves the right, until the termination of the Project, to maintain a sign(s) on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project.

**Section 15. No Warranty on Existing Trees and Vegetation.** THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT WHICH DIES OR SUFFERS DAMAGE DURING THE CONSTRUCTION AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN LIMITED COMMON ELEMENTS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

**Section 16. Disposition of Interest in Unit by Sale or Lease.** No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) **Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant.** A Co-owner intending to make a sale or lease of a Unit in the

Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) **Developer and Mortgagees not Subject to Section.** The Developer shall not be subject to this Section in the sale or, except to the extent provided in the Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

**Section 17. General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

**Section 18. Department of Veterans Affairs Financing.** To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

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

## ARTICLE VII

### MORTGAGES

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such

information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

**Section 2. Insurance.** The Association, if required by the mortgagee, shall notify each mortgagee appearing in the book entitled "Mortgages of Units" of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

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

## ARTICLE VIII

### VOTING

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

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other

entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

**Section 4. Quorum.** The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote and the electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Proxies must be in writing signed by the designated voting representative and any written votes and any Co-owners intending to participate remotely, must file such vote or intention with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) or by electronic vote, at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives.

## ARTICLE IX

### MEETINGS

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

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units that may be created in the Condominium, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of



members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. 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.

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

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as 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, or by electronic transmission, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

**Section 7. Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to

approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

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

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

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

**Section 12. Electronic Voting.** Electronic voting is permitted.

## ARTICLE X

### ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an

election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson for the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

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

**Section 2. Election of Directors.**

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

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, two of the Directors shall be elected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that the Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed 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.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subparagraph (i).

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

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

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association qualified to vote.
- (h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

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

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

**Section 8. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

**Section 12. Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of

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

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

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

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

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

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

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

**Section 17. Electronic Voting.** Electronic voting is permitted.

**Section 18. Covenants Committee.**

(a) **Purpose.** The Board of Directors may establish a "Covenants Committee," consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair, (2) avoiding activities deleterious to

the esthetic or property values of the Condominium; (3) furthering the comfort of the unit owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

**(b) Powers.** At the direction of the Board of Directors, the Covenants Committee may regulate the external design, appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements, modifications, alterations, or changes proposed by a Unit Owner. The Covenants Committee shall have the power to impose reasonable charges (pursuant to Article II, Section 2) upon, and issue a cease and desist request to, a Unit Owner, a member of such Unit Owner's household or such Unit Owner's guests, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Documents, the rules and regulations or resolutions of the Board of Directors. The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium instruments, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

**(c) Authority.** The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

## ARTICLE XII

### OFFICERS

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

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



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

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

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

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

**Section 3. Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

## ARTICLE XIII

### SEAL

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

## ARTICLE XIV

### FINANCE

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The

Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. Except if opted out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

**Section 3. Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the applicable federal deposit insurer and may also be invested in interest-bearing obligations of the United States Government.

## ARTICLE XV

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or officer except for liability arising from: (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (b) Intentional infliction of harm on the corporation, its shareholders, or members; (c) A violation of section 551 of the Michigan Non-Profit Corporation Act; (d) An intentional criminal act; and, (e) A liability imposed under section 497(a) of the Michigan Non-Profit Corporation Act. If the Michigan Non-Profit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Michigan Non-Profit Corporation Act. No amendment or repeal of this Section 1 shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the

ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

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

## ARTICLE XVI AMENDMENTS

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Unit Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

**Section 4. By Developer.** Prior to the expiration of the Construction and Sales Period, these Bylaws may be unilaterally amended by the Developer without approval from any other person so long as any such amendment does not materially and adversely alter or change the right of a Co-owner or mortgagee including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.

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

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

## ARTICLE XVII

### COMPLIANCE

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

## ARTICLE XVIII

### DEFINITIONS

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

## ARTICLE XIX

### REMEDIES FOR DEFAULT

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

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

**Section 2. Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the

Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

**Section 4. Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violation in accordance with the provisions of Article XX of these Bylaws.

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

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

**Section 7. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XX

### ASSESSMENT OF FINES

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

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

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

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

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

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

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

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

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

(b) **Second Violation.** Fifty Dollars (\$50.00) fine.

(c) **Third Violation.** One Hundred Fifty Dollars (\$150.00) fine.

(d) **Fourth Violation and Subsequent Violations.** Two Hundred Fifty Dollars (\$250.00) fine.

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

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

## ARTICLE XXI

### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the

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

## **ARTICLE XXII**

### **SEVERABILITY**

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

OAKLAND COUNTY CONDOMINIUM SUBDIVISION  
PLAN NO. 2319  
EXHIBIT "B" TO THE MASTER DEED OF

# PARK 54

CITY OF HAZEL PARK, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION:

A parcel of being all of the Lots 26 through 46, inclusive, and Lots 79 through 88, inclusive, and part of Lot 25 and part of Lot 89, also vacated alley adjacent thereto, of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plats, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, and more particularly described as:

BEGINNING at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W (recorded as N88°51'W), 435.57 feet; thence N01°09'00"E, 235.00 feet to the south line of Annabelle Avenue (50 feet wide); thence along said south line, S88°51'00"E (recorded as S88°51'E), 431.72 feet to the west line of Battelle Avenue (60 feet wide); thence along said west line, S00°12'34"W, 235.03 feet (recorded as S01°09'W, 235.03 feet) to the aforementioned southeast corner of Lot 46 and the POINT OF BEGINNING.

Containing 2.34 acres of land, more or less.

ATTENTION: OAKLAND COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE SHOWN PROPERLY IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE SHOWN ON SHEET NO. 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

INDEX OF DRAWINGS

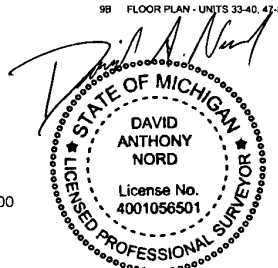
1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. EASEMENT PLAN
- 4.1 EASEMENT DESCRIPTIONS
5. UTILITY PLAN
6. FLOOR PLAN - UNITS 30-32, 41-46
7. FLOOR PLAN - UNIT 7-11
8. FLOOR PLAN - UNITS 1-6, 12-29
- 9A. FLOOR PLAN - UNITS 33-40, 47-54
- 9B. FLOOR PLAN - UNITS 33-40, 47-54 (CONT.)

SURVEYOR AND PREPARER

PEA GROUP  
2430 ROCHESTER CT, SUITE 100  
TROY, MI 48063

DEVELOPER

ROBERTSON PARK 54, LLC  
6905 TELEGRAPH ROAD, SUITE 200  
BLOOMFIELD HILLS, MI 48301



PROJECT TITLE  
PARK 54

DATE  
SEPTEMBER 22, 2020  
DRAWING TITLE  
COVER SHEET

PEA  
GROUP

THEY + PRODUCTION TEAM  
SURVEYING & DESIGN  
1000 EAST 11TH STREET  
ANN ARBOR, MI 48106

PEA JOB NO. 2019-430  
FILE NO. 2020-001  
DATE  
09/22/20  
DRAWING NUMBER

PROPOSED DATED SEPT. 22, 2020



FLOODPLAIN NOTE:

BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE X. AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN OUTSIDE OF THE 100-YEAR FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26129C-0711F "NOT PRINTED" DATED SEPT. 29, 2006.

BENCHMARKS  
(GPS DERIVED - NAVD83)

BM #301  
ELEVATION = 834.32  
ARROW ON HYDRANT LOCATED AT THE NORTHEAST CORNER OF BATTLELE AVE AND WOODWARD HEIGHTS BLVD.

BM #302  
ELEVATION = 834.40  
EAST BOLT OF HYDRANT LOCATED AT THE SOUTHEAST CORNER OF CARLSLE AND WOODWARD HEIGHTS BLVD.

BM #303  
ELEVATION = 832.73  
SET BENCHMARK IN SOUTH FACE OF POWER POLE, SOUTH SIDE OF ANNABELLE AVE APPROX. 275 FEET EAST OF JOHN R ROAD.

BM #304  
ELEVATION = 833.12  
ARROW ON HYDRANT LOCATED AT THE SOUTHEAST CORNER OF BATTLELE AVE. AND ANNABELLE AVE.

SURVEYOR'S CERTIFICATE

I, DAVID A. NORD, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 23111 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

*David A. Nord*  
DAVID A. NORD  
PROFESSIONAL SURVEYOR NO. 4001056501  
PEA Group

11-06-2020

DATE

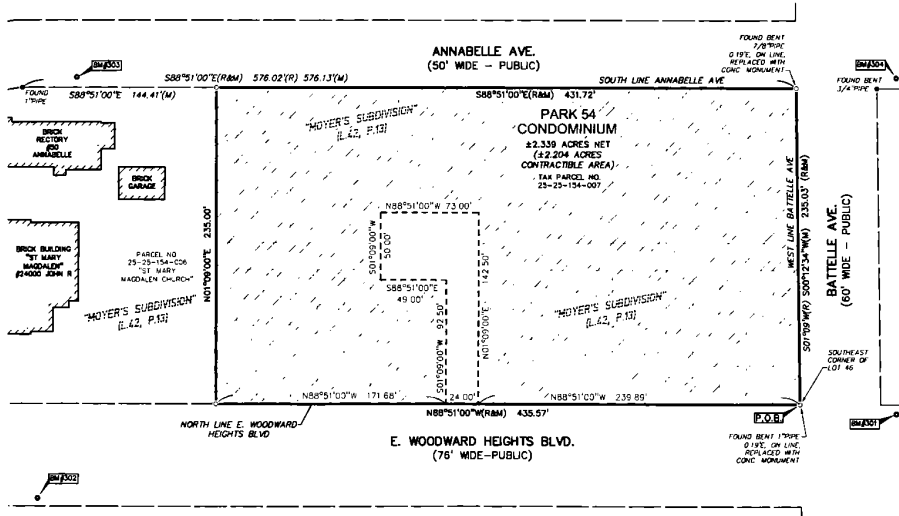


LEGEND

- IRON FOUND
- MONUMENT SET
- BENCHMARK
- (R) RECORD
- (M) MEASURED
- CONTRACTIBLE AREA

NOTES:

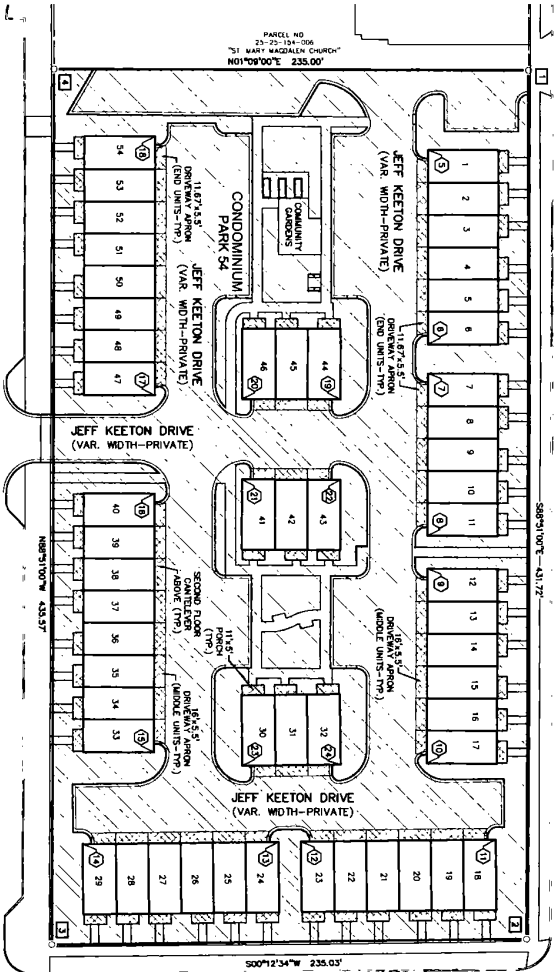
1. BASIS OF BEARINGS, NORTH LINE OF WOODWARD HEIGHTS AVENUE, AS PLATTED, MOYER'S SUBDIVISION, (LIVING WITHIN PART OF THE SW 1/4 OF SECTION 25 T 91N, R 11E, ROYAL OAK TWP) AS RECORDED IN LIBER 42 OF PLATS, PAGE 15, OAKLAND COUNTY RECORD.
2. PROPOSED EASEMENTS SHOWN ON SHEET 4.



PROJECT TITLE	PARK 54
DATE	SEPTEMBER 23, 2020
DRAWN BY	SURVEY PLAN
PEA GROUP	
TWO & PRODUCTION TWP	
SECTION 15, T91N	
RANGE 11E	
COUNTY	OAKLAND
DRAWING NUMBER	

PROPOSED DATED SEPT. 22, 2020

LIBER 55156 PAGE 173



ANNABELLE AVE  
(50' WIDE - PUBLIC)

PARCEL NO.  
23-25-134-006  
"S1 BAPT WOODWARD HEIGHTS CHURCH"  
N01°09'00"E 235.00'

BATTELLE AVE.  
(60' WIDE - PUBLIC)

E. WOODWARD HEIGHTS BLVD.  
(75' WIDE-PUBLIC)

COORDINATE TABLE

Point #	Northing	Easting
1	103118.51	89848.46
2	103077.65	100118.08
3	103077.62	100118.23
4	102881.36	8579.74
5	102883.53	8823.11
6	102833.59	9718.78
7	102833.50	9714.00
8	10281.68	8814.74
9	10281.55	8813.07
10	10259.41	9293.72
11	10252.00	9068.03
12	10182.29	9063.64
13	10182.29	9063.64
14	10088.63	9063.29
15	10124.54	9202.20
16	10127.12	9781.96
17	10128.10	9742.73
18	10130.68	9814.00
19	10019.88	9746.26
20	10019.31	9745.26
21	10079.42	9782.27
22	10079.04	9788.25
23	10081.54	9827.51
24	10218.81	9827.65



NOTES:

1. UNITS 14 THROUGH 44 AND ALL UTILITIES AND DRIVES REQUIRED TO SERVICE SAID UNITS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND THE COUNTY OF WASHINGTON COUNTY, MICHIGAN.
2. THE INFORMATION SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS FOR PARK 54, ARCHITECTURE, P.C.
3. SEE SHEETS 8 THROUGH 16 FOR UNIT DETAIL FLOOR PLANS.
4. ALL UNITS AND COMMON ELEMENTS ARE CONVENTIONAL AREA PERMISSIBLE TO THE MASTERDEED.

LEGEND

1. MONUMENT SET
2. PERMETER BOUNDARY POINT NUMBER
3. UNIT CORNER POINT NUMBER
4. GENERAL COMMON ELEMENT
5. LIMITED COMMON ELEMENT

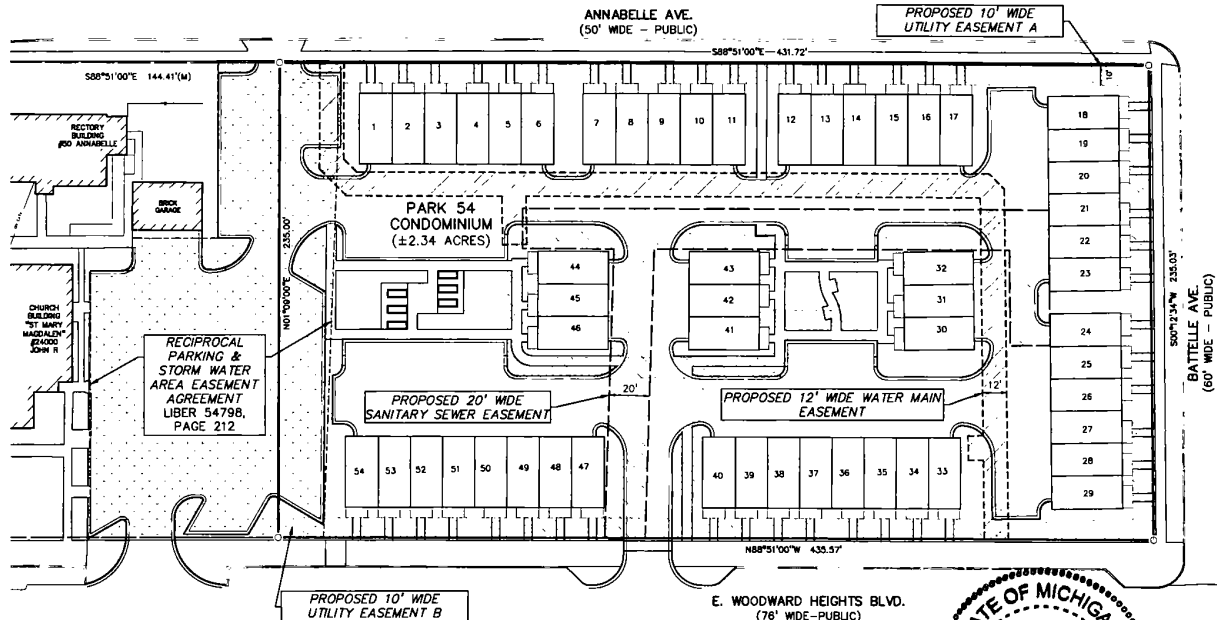
*David A. Nord*







PROPOSED DATED SEPT. 22, 2020

PROJECT TITLE: PARK 54  
DRAWN BY: [Name]  
DATE: [Date]  
SCALE: [Scale]  
SHEET NO.: 3

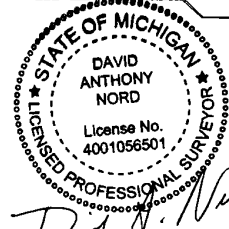
PEA GROUP  
1325 W. WASHINGTON ST.  
ANN ARBOR, MI 48106-1108  
TEL: (734) 769-1100  
FAX: (734) 769-1101  
WWW.PEAGROUP.COM



**LEGEND**

- MONUMENT SET
-  20' WIDE SEWER EASEMENT
-  12' WIDE WATER MAIN EASEMENT
-  RECIPROCAL PARKING & STORM WATER EASEMENT AGREEMENT
-  10 FOOT WIDE UTILITY EASEMENT

EASEMENTS FOR PUBLIC USE, IN ACCORDANCE WITH, AND SUBJECT TO, THE APPROVAL OF THE PROJECT BY THE CITY OF HAZEL PARK, THERE SHALL EXIST FOR THE BENEFIT OF THE PUBLIC, EASEMENTS OVER THE GENERAL COMMON ELEMENT ROADS FOR VEHICULAR AND PEDESTRIAN USE AND OVER ALL LANDSCAPING, COMMON GARDEN AND AMENITIES IN THE CONDOMINIUM FOR PEDESTRIAN USE. ALL MAINTENANCE OF THESE AREAS SHALL BE UNDERTAKEN AND BORNE BY THE ASSOCIATION. THERE SHALL ALSO EXIST FOR THE BENEFIT OF THE PUBLIC, USE EASEMENTS FOR ALL UTILITY MAINS LOCATED THROUGHOUT THE CONDOMINIUM. THE EASEMENTS GRANTED IN THIS SECTION ARE FOR THE BENEFIT OF THE CITY OF HAZEL PARK AND, ACCORDINGLY, CANNOT BE AMENDED WITHOUT THE APPROVAL OF THE CITY.



*David A. Nord*

NOTES:  
1. DESCRIPTIONS FOR EASEMENTS ON SHEET 4.1



PROJECT TITLE  
PARK 54

DATE  
SEPTEMBER 22, 2020  
DRAWING TITLE  
EASEMENT PLAN



PEA GROUP  
1701 W. WOODRIDGE ROAD  
ANN ARBOR, MI 48106  
1-800-451-2266  
www.peagroup.com

PEA JOB NO.	2019-056
DATE	09/22
DR.	DAW
CHK.	DAW
DATE	09/22
DRAWING NUMBER	

## LEGAL DESCRIPTION WATER MAIN EASEMENT

A 12 foot wide Water Main Easement over part of Lots 42 and 43, and also over part of Lots 80 thru 88 inclusive; and also over part of the vacated alley adjacent to said Lots 42, 43, and 88 of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plots, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W, 78.00 feet to the centerline of said 12 foot wide water main easement and the POINT OF BEGINNING;

thence along said centerline N00°09'42"E, 45.28 feet; thence N89°50'18"W, 13.60 feet; thence S89°50'18"E, 13.60 feet; thence N00°09'42"E, 125.56 feet; thence N44°20'25"W, 5.92 feet; thence N88°50'32"W, 233.87 feet; thence S00°09'42"W, 29.99 feet; thence N00°09'42"E, 29.99 feet; thence N88°50'32"W, 80.55 feet; thence N43°50'46"W, 14.14 feet; thence N01°09'00"E, 50.00 feet to the south line of Annabelle Ave (50 foot wide) and the POINT OF ENDING.

Containing ±7,043 square feet of land, more or less..

## LEGAL DESCRIPTION SANITARY SEWER EASEMENT

A 20 foot wide Sanitary Sewer Easement over part of Lots 33, 34, 43, 44; and over part of Lots 79 thru 86 inclusive; and also over part of the vacated alley adjacent to said Lots 33, 34, 43, 44, 79, 80, 84, and 85; of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plots, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W, 263.28 feet to the centerline of said 20 foot wide water main easement and the POINT OF BEGINNING;

thence along said centerline N02°44'32"E, 153.04 feet; thence N88°50'32"W, 55.55 feet; thence S88°50'32"E, 55.55 feet; thence S88°50'32"E, 196.44 feet; thence S00°11'51"W, 57.19 feet to the POINT OF ENDING.

Containing ±9,042 square feet of land, more or less..

## LEGAL DESCRIPTION UTILITY EASEMENT A

A 10 foot wide Utility Easement over part of Lots 25 thru 46 inclusive, and also over part of Lots 79 thru 89 inclusive; and also over part of the vacated alley adjacent to said lots of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plots, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W, 435.57 feet; thence N01°09'00"E, 5.00 feet to the centerline of said 10 foot wide Utility Easement and the POINT OF BEGINNING;

thence along said centerline S88°51'00"E, 199.71 feet to a POINT OF BRANCHING; thence S88°51'00"E, 230.78 feet; thence N00°12'34"E, 225.03 feet; thence N88°51'00"W, 416.12 feet to a Point of Ending;

thence continuing along said centerline, from the aforementioned POINT OF BRANCHING, N06°20'19"E, 79.66 feet; thence N88°50'32"W, 88.08 feet; thence N01°09'00"E, 60.63 feet; thence S01°09'00"W, 60.63 feet; thence S88°50'32"E, 88.08 feet; thence S88°50'32"E, 34.57 feet; thence N46°09'28"E, 10.03 feet; thence N01°09'28"E, 16.58 feet; thence S88°51'00"E, 33.81 feet; thence S88°51'00"E, 15.05 feet; thence N88°51'00"W, 15.05 feet; thence N01°09'00"E, 29.00 feet to the POINT OF ENDING.

Containing ±14,240 square feet of land, more or less..

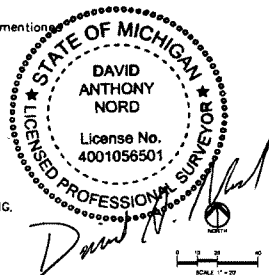
## LEGAL DESCRIPTION UTILITY EASEMENT B

A 10 foot wide Utility Easement over part of Lots 23 thru 25 inclusive, of MOYER'S SUBDIVISION, as recorded in Liber 42 of Plots, Page 13, Oakland County Records, being part of the Northwest 1/4 of Section 25, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the southeast corner of Lot 46 of said MOYER'S SUBDIVISION; thence along the north line of E. Woodward Heights Boulevard (43 foot 1/2 width), N88°51'00"W, 435.57 feet; thence N01°09'00"E, 5.00 feet to the centerline of said 10 foot wide Utility Easement and the POINT OF BEGINNING;

thence along said centerline N88°51'00"E, 28.87 feet to the POINT OF ENDING.

Containing ±289 square feet of land, more or less..



PROJECT FILE:  
PARK 54

DATE: SEPTEMBER 22, 2020

DRAWN BY: JEP

CHECKED BY: JEP

SCALE: AS SHOWN

EASEMENT DESCRIPTIONS

PEA GROUP

700+0' DIMENSION FOR

SECTION 25, T1N, R11E

1:500 (SEE PLAN)

www.peagroup.com

PEA JOB NO. 2018-135

DATE: 09/22/20

BY: JEP

CHECKED BY: JEP

SCALE: AS SHOWN

EASEMENT DESCRIPTIONS

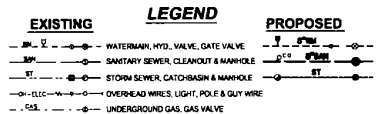
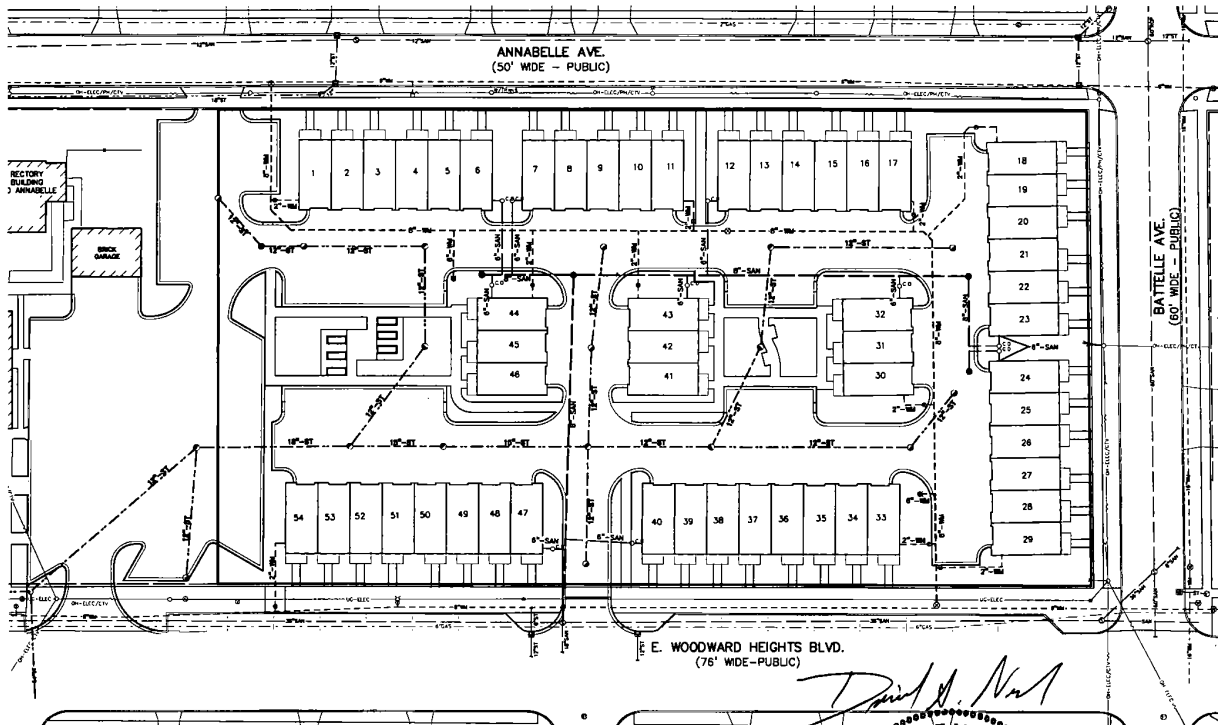
PEA GROUP

700+0' DIMENSION FOR

SECTION 25, T1N, R11E

1:500 (SEE PLAN)

www.peagroup.com

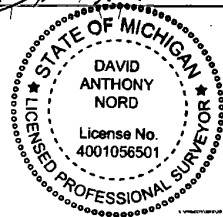


## REFERENCE DRAWINGS

WATER MAIN: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 SANITARY SEWER: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 STORM SEWER: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 TELEPHONE: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 GAS: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 ELEC: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL  
 CONDUIT: CITY OF HAZEL: TOWN MAPS 2545, 25, 42 PER CITY OF HAZEL

## UTILITY NOTES:

- ALL UNITS TO BE SERVED WITH MUNICIPAL SANITARY SEWER AND WATER MAIN PER PROPOSED INFORMATION OBTAINED FROM PLANS PREPARED BY PEA.
- ALL UNITS TO BE SERVED WITH ELECTRIC BY DTE ENERGY, TELEPHONE BY AT&T, INC., GAS BY CONSUMERS ENERGY COMPANY.
- TELECOMMUNICATIONS AND ELECTRICAL SERVICES TO BE WITHIN PUBLIC UTILITY EASEMENTS AS DETERMINED BY THE RESPECTIVE UTILITY COMPANY AND SHALL BE DEPICTED ON THE AS-BUILT CONDOMINIUM PLAN.
- UTILITY LOCATIONS SHOWN ARE BASED ON PROPOSED PLAT LOCATIONS PER CONSTRUCTION PLANS BY PEA AND ON INFORMATION PROVIDED BY THE UTILITY COMPANIES. NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY OF THE ACTUAL STATE OF THE EXISTING UTILITIES OR OF THE TRUE LOCATIONS OF THE PROPOSED UTILITIES AS INSTALLED.
- ALL UTILITY MAINS AND LEADS NECESSARY TO SERVE UNITS 44 THROUGH 48 MUST BE BUILT. ALL OTHER UTILITY MAINS NEED NOT BE BUILT.

PROJECT TITLE  
PARK 54DATE  
SEPTEMBER 22, 2020DRAWING TITLE  
UTILITY PLAN

DRAWING NUMBER

PEA GROUP

7001 W. HAWTHORN TWP.  
P.O. BOX 101010  
LANSING, MI 48201

www.peagroup.com

PEA JOB NO. 2018-415

DATE

BY





CHK.

DATE

DRAWING NUMBER

PROPOSED DATED SEPT. 22 2020

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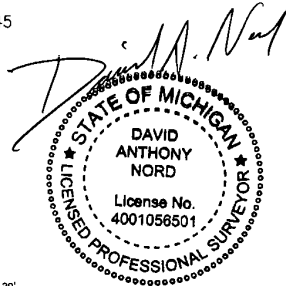
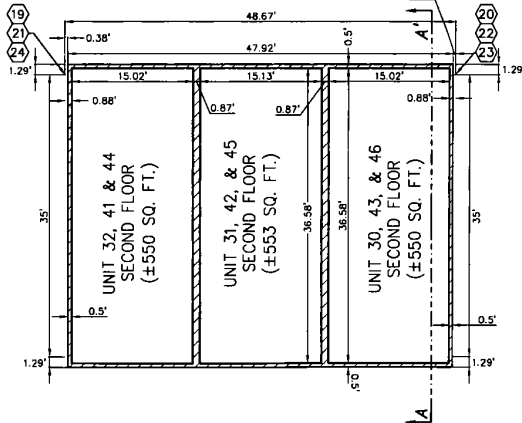
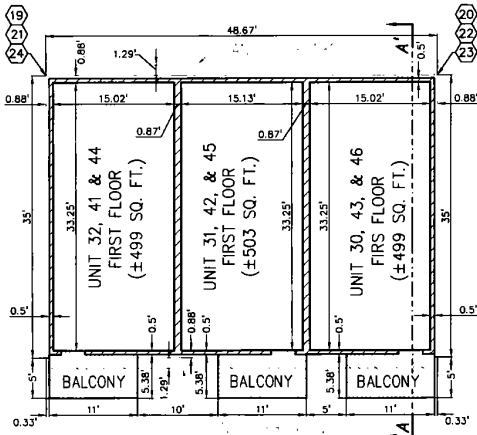
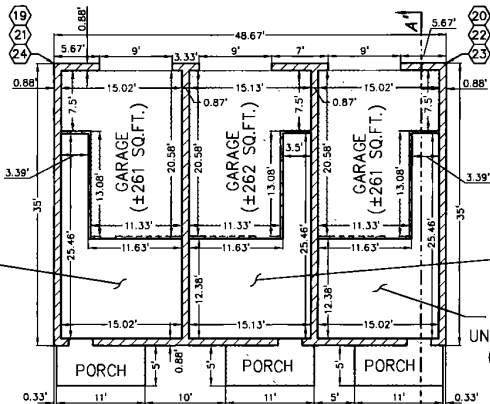
-  UNIT COORDINATE NUMBER
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  UNITS OF OWNERSHIP

LOWER LEVEL  
UNIT 32, 41 & 44  
(±233 SQ.FT.)

LOWER LEVEL  
UNIT 31, 42, & 45  
(±233 SQ.FT.)

LOWER LEVEL  
UNIT 30, 43, & 46  
(±230 SQ.FT.)

SEE SHEET 9A  
FOR TYPICAL  
CROSS SECTION  
A-A' THROUGH  
UNITS 1-54



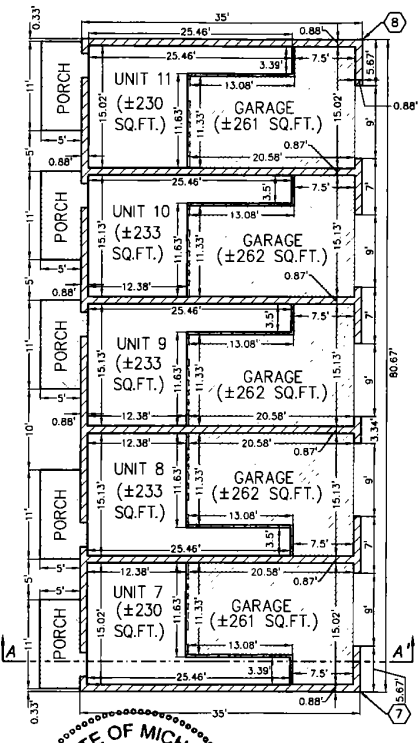
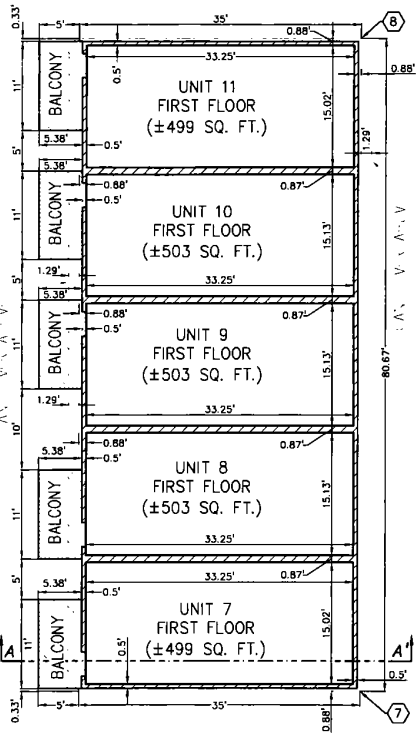
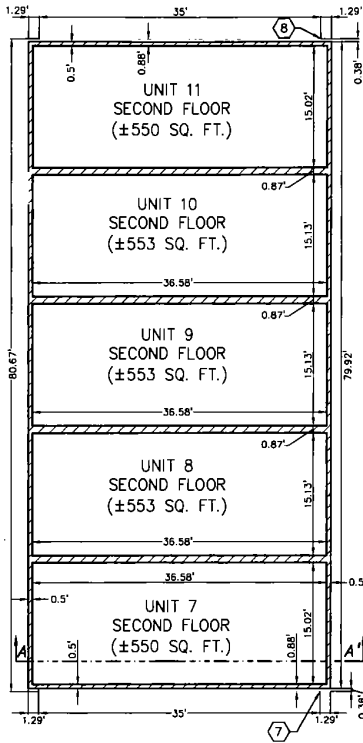
PROJECT TITLE  
PARK 54

DATE  
SEPTEMBER 22, 2020  
DRAWING TITLE  
FLOOR PLAN  
UNITS 30-32,  
41-43, & 44-46

**PEA GROUP**  
A SMALL FIRM  
www.peagroup.com

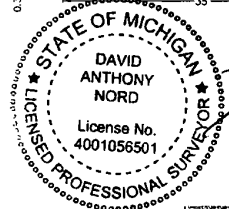
PEA JOB NO. 2018-145  
DATE  
SCALE  
DRAWING NUMBER

PROPOSED DATED SEPTEMBER 22, 2020



- LEGEND:**
- XX UNIT COORDINATE NUMBER
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP

SEE SHEET 9A  
FOR TYPICAL  
CROSS SECTION  
A-A' THROUGH  
UNITS 1-54



*David A. Nord*



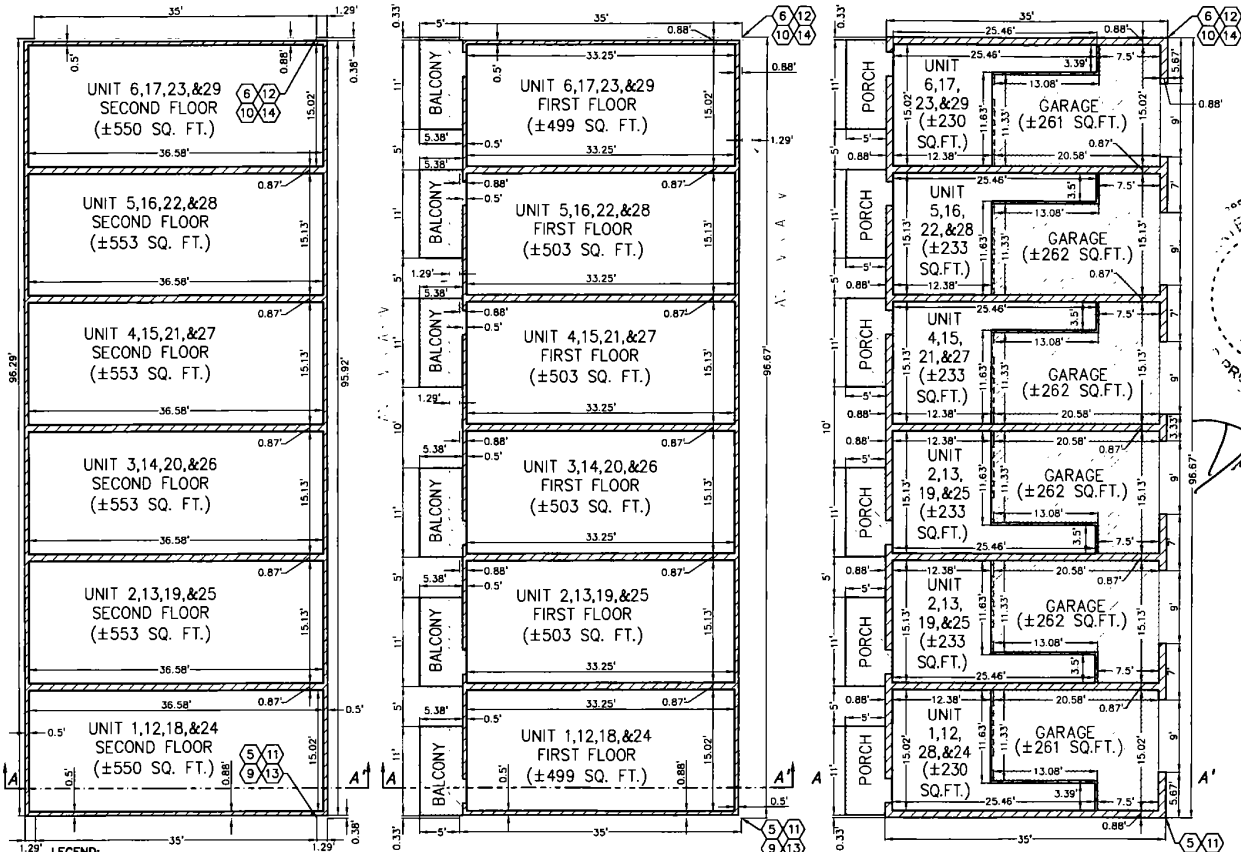
PROJECT TITLE  
**PARK 54**

DATE  
SEPTEMBER 22, 2020  
DRAWING TITLE  
**FLOOR PLAN  
UNITS 7-11**



PEA JOB NO. 2019-133  
P.E. Date  
D.R. Date  
C.E.S. Date

PROPOSED DATED SEPTEMBER 22, 2020



LEGEND:

- XX UNIT COORDINATE NUMBER
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

SEE SHEET 9A FOR TYPICAL CROSS SECTION A-A' THROUGH UNITS 1-54

STATE OF MICHIGAN  
 DAVID ANTHONY NORD  
 License No. 4001056501  
 PROFESSIONAL SURVEYOR

*David Nord*



PROJECT TITLE  
 PARK 54

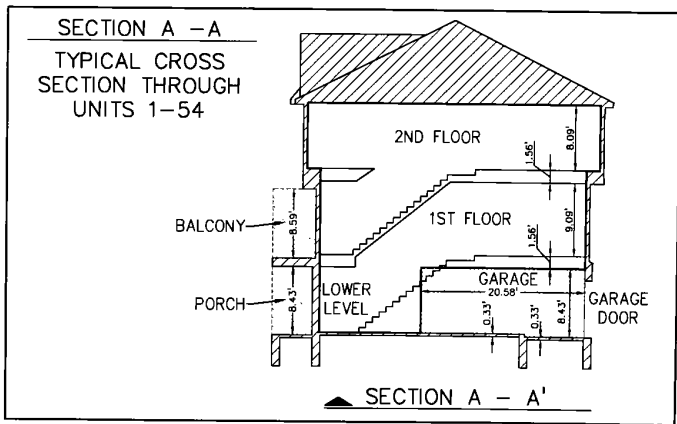
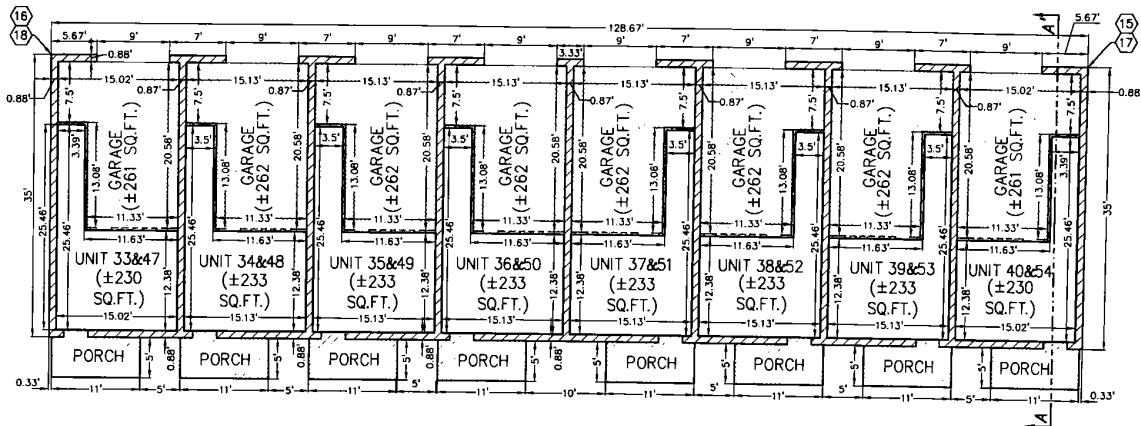
DATE  
 SEPTEMBER 22, 2020  
 DRAWING TITLE  
 FLOOR PLAN  
 UNITS 1-6,  
 12-17, 18-23  
 & 24-29

**PEA GROUP**  
 15001 LINDEN  
 ANN ARBOR, MI 48106

PEA JOB NO. 2019-455  
 DATE: 09/22/20  
 DRAWN BY: JLN  
 CHECKED BY: JLN  
 DATE: 09/22/20  
 PROJECT MANAGER: JLN

PROPOSED DATED SEPTEMBER 22, 2020





- LEGEND:
- ⊗ UNIT COORDINATE NUMBER
  - ▨ GENERAL COMMON ELEMENT
  - ▭ LIMITED COMMON ELEMENT
  - ▭ LIMITS OF OWNERSHIP



PROJECT TITLE  
PARK 54

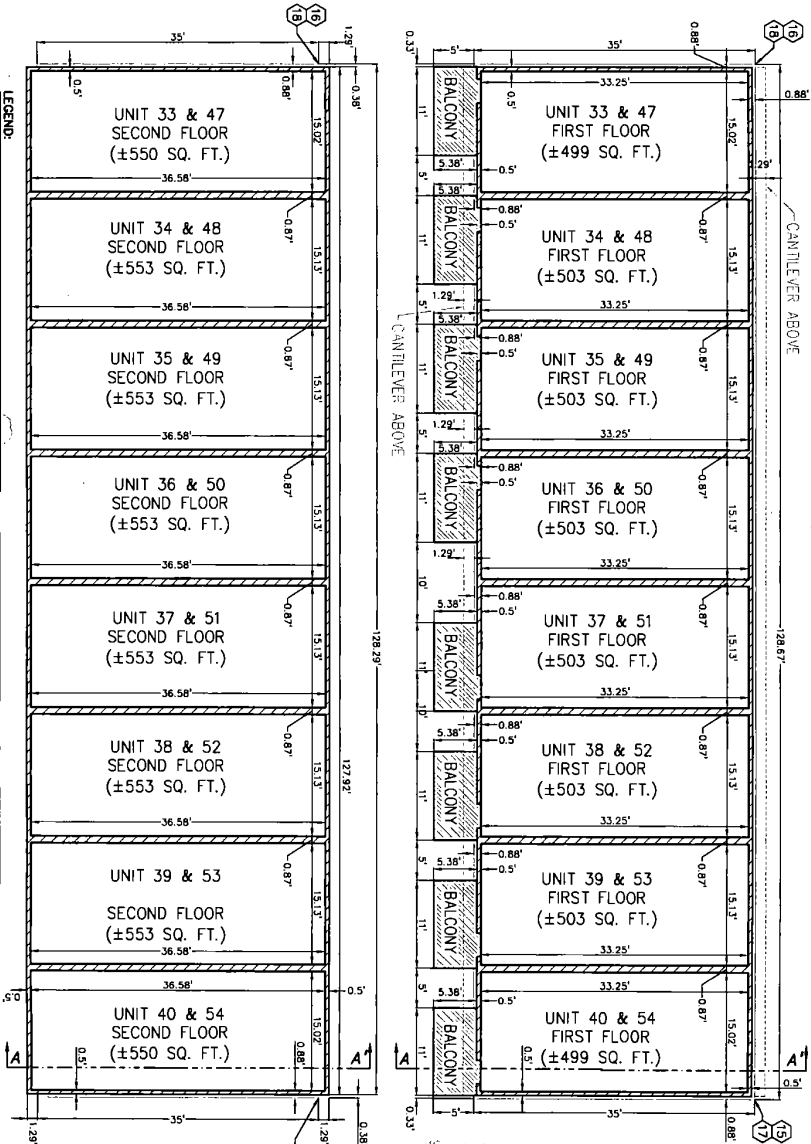
DATE  
SEPTEMBER 22, 2020

DRAWING TITLE  
FLOOR PLAN  
LOWER LEVEL  
UNITS 33-40 & 47-54

PEA GROUP  
1.844.872.2888  
www.peagroup.com

PEA JOB NO. 2019-433  
DATE 09/22/20  
DRA. JLN  
CHK. JLN  
DES. JLN

DRAWING NUMBER



LEGEND:

- UNIT COMPARTMENT NUMBER
- GENERAL COMMON ELEMENT
- UNITED COMMON ELEMENT
- UNITS OF OWNERSHIP

SEE SHEET 9A FOR TYPICAL CROSS SECTION A-A THROUGH UNITS 1-54

PROPOSED DATED SEPTEMBER 22, 2020

98

PROJECT: PARK 54  
 SHEET: 98  
 DATE: 09/22/20  
 SCALE: AS SHOWN  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO. 2019-001  
 SHEET NO. 98 OF 100

STATE OF MICHIGAN  
 LICENSED PROFESSIONAL SURVEYOR  
 License No. 4001058501  
 DAVID ANTHONY NORD

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
2018 APR -3 AM 10:55

53278  
LIBER 51698 PAGE 527  
\$26.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
04/09/2018 03:29:14 P.H. RECEIPT# 38437  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

OAKLAND COUNTY TREASURERS CERTIFICATE  
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

000884 APR 09 2018 RTN

5.00

ANDREW E. MEISNER, County Treasurer  
Sec. 135, Act 206, 1893 as amended

MASTER DEED

2017 NOT EXAMINED

PARKDALE TOWNES

This Master Deed is made and executed on this 23rd day of March, 2018, by Robertson Parkdale Townes, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Parkdale Townes as a Condominium Project under the Act and does declare that Parkdale Townes (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. In furtherance of the establishment of the Condominium Project, it is provided as follows:

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## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as Parkdale Townes, Oakland County Condominium Subdivision Plan No. 225. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Ferndale. 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 therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. 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.

## ARTICLE II

### LEGAL DESCRIPTION

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

Land situated in the Southwest  $\frac{1}{4}$  of Section 34, Township 01 North, Range 11 East, County of Oakland, City of Ferndale, State of Michigan, described as follows:

Part of Outlot C of GARDENDALE ASSESSOR'S Plat No. 1, according to the plat thereof as recorded in Liber 35 of Plats, pages 43 & 43A of Oakland County Records, being more particularly described as follows:

BEGINNING at a found concrete monument at the intersection of the Easterly line of Gardendale Street (50 feet wide) with the Southerly line of Fielding Street (60 feet wide), also being the Northwest corner of said Outlot C; thence along the Southerly line of said Fielding Street, N88°33'44"E (*recorded as N88°33'E*), 260.87 feet; thence S01°40'00"E, 95.50 feet; thence N88°33'44"E, 29.27 feet; thence S01°40'00"E, 118.63 feet; thence N88°33'44"E, 8.77 feet; thence S01°40'00"E, 196.81 feet to the Southerly line of aforementioned of Outlot C; thence along said Southerly line S88°33'44"W, 298.92 feet to the aforementioned Easterly line of Gardendale Street; thence along said Easterly line N01°40'00"W, 410.94 feet (*recorded as N01°40'W, 411 feet*) to the POINT OF BEGINNING.

Together with and subject to all easements and restrictions of record and all governmental limitations. The Developer further reserves the right to extract and/or sell the right to extract mineral, gas, oil, timber, water and/or other natural occurring resources from the above described property.

*25-34-354-001 pt*

## ARTICLE III

### DEFINITIONS

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

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

**Section 2. Association.** "Association" means Parkdale Townes Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Architectural Policies and Procedures and other rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Parkdale Townes as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Parkdale Townes as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Parkdale Townes as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the

Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

**Section 10. Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a five mile radius of the Condominium.

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

**Section 12. Developer.** "Developer" means Robertson Parkdale Townes, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

**Section 14. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**Section 15. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Parkdale Townes , as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

## ARTICLE IV

### COMMON ELEMENTS

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

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

(a) Land. The land described in Article II hereof, including the roads (not dedicated to the public), parking spaces, landscaping, patio space, raised planting beds, pergola and benches, if and when installed.

(b) Electrical. The electrical transmission system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(e) Water. The water distribution system throughout the Project, up to the point of connection to, and including, the meter servicing each building. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls and timers which are installed by the Developer or the Association.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained up to, but not including, connections to provide service to individual Units.

(g) Storm Water Sewer System and Underground Structure. The storm water sewer system throughout the Project, including the underground structures.

(h) Cable and Telecommunications. The cable and the telecommunications system, if and when it may be installed, up to, but not including, connections and service lines to provide service to individual Units.

(i) Construction. Slabs, supporting columns, Unit perimeter walls, shaft walls between Units, roofs, ceilings, supporting beams, chimneys, if any, and privacy wall between balconies.

(j) Beneficial Easements. Unless otherwise dedicated to the City, all easements referred to in Article II hereof and in Article IX, below, created herein or created after the recording hereof which benefit the Condominium as a whole.

(k) Sidewalks. Sidewalks identified as General Common Elements on Exhibit B.

(l) Brick Entry Wall and Columns. The brick wall and columns leading to the Walkway Access Easement referenced in Article IX, Section 7 below.

(m) Community Gardens. The community gardens identified as General Common Elements on Exhibit B, including the common amenities located therein.

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

**Section 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:

(a) Porches. Each porch is restricted in use to the Co-owner of the Unit which is serviced by the porch as shown on Exhibit B hereto.

(b) Balcony. Each balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(c) Air Conditioner Compressors. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) Garage Parking Spaces. Each parking space within each parking garage is appurtenant to a specific Unit as a Limited Common Element which opens into such garage.

(e) Garage Doors and Garage Door Openers. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) Doors and Windows. Doors and windows shall be limited in use to the Co-owners of Units to which they are attached.

(g) Interior Surfaces. The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be limited to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefiting another Unit or Units may be located within walls, doors and/or ceilings.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Porches. The costs of maintenance, repair and replacement of each porch described in Article IV, Section 2(a) above shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of improvements located within each porch depicted on Exhibit B attached shall be the responsibility of the Co-owner serviced by the particular porch.

(b) Balcony. The costs of maintenance, repair and replacement of each balcony described in Article IV, Section 2(b) and attachments thereto, including without limitation wood decks and privacy walls, shall be borne by the Association. Co-owners shall not be permitted to install improvements within or otherwise modify the balcony. Notwithstanding



the foregoing, the ordinary cleaning of improvements located within each balcony depicted on Exhibit B attached shall be the responsibility of the Co-owner serviced by the particular balcony.

(c) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(d) Doors and Windows. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(e) Roads and Sidewalks. The Association shall be responsible for the maintenance, repair, replacement of all roads described in Article IV, Section 1(a) above and sidewalks described in Article IV, Section 1(k) above, including the removal of snow.

(f) 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 Article IV, Section 2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(g) Utility Costs. All costs of electricity and natural gas servicing a Unit, and all costs of maintenance, repair and replacement of the meters for electricity and natural gas servicing a Unit, shall be borne by the Co-owner of the Unit. All costs of water and sanitary sewer expenses, including the meter recording such usage, shall be borne by the Association.

(h) Garage Doors and Garage Door Openers. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

(i) Site Lighting. All site lighting fixtures attached to garage fronts shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners. Further, all exterior lighting must comply with applicable city codes and ordinances, including being directed downward and shielded so as not to shine on adjacent property and being within the maximum permitted fixture height and illumination levels.

(j) Garage Parking Spaces. The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces and driveway aprons shall be the responsibility of the Co-owner of the Unit serviced by the garage parking.

(k) Storm Water Sewer and Underground Structure. The repair, replacement and maintenance of the storm water sewer system and the underground structures referenced in Article IV, Section 1(g) above shall be borne by the Association.

(l) Parking Spaces, Landscaping, Patio Space, Pergola and Benches. The repair, replacement and maintenance of the parking spaces, landscaping, patio space, pergola and benches referenced in Article IV, Section 1(a) above, including without limitation the irrigation system that serves the landscaping, shall be borne by the Association.

(m) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation exterior walls and irrigation systems, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 4. Utilities.** 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, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

**Section 5. 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.

**Section 6. Trash Removal and Recycling.** Unless otherwise provided by the City of Ferndale, the Association shall be responsible for contracting for trash removal from the Project, which may include collection of recyclables.

**Section 7. Off-Site Inset Parking Spaces.** The Association is responsible for removal of snow from the Off-Site Inset Parking Spaces depicted on Exhibit B attached hereto.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Parkdale Townes as prepared by Professional Engineering and Associates and attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

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

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

**Section 4. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**Section 1. Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 45 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described as follows:

Part of Outlot C of GARDENDALE ASSESSOR'S PLAT No. 1, a subdivision plat located in the SW 1/4 of Section 34, T.01N., R.11E., County of Oakland, City of Ferndale, State of Michigan, as recorded in Liber 35 of Plats, Pages 43 & 43A of Oakland County Records, being more particularly described as follows:

BEGINNING at a found concrete monument at the intersection of the easterly line of Gardendale St. (50' wide) with the southerly line of Fielding St. (60' wide), also being the northwest corner of said Outlot C; thence along the southerly line of said Fielding St. N88°33'44"E (recorded as N88°33'E), 65.87 feet; thence S01°40'00"E, 82.00 feet; thence N88°33'44"E, 195.00 feet; thence S01°40'00"E, 13.50 feet; thence N88°33'44"E, 29.27 feet; thence S01°40'00"E, 118.63 feet; thence N88°33'44"E, 8.77 feet; thence S01°40'00"E, 196.81 feet to the southerly line of the aforementioned Outlot C; thence along said southerly line S88°33'44"W, 298.92 feet to the aforementioned easterly line of Gardendale St.; thence along said easterly line N01°40'00"W, 410.94 feet (recorded as N01°40'W, 411 feet) to the POINT OF BEGINNING.

And,

Part of Outlot C of GARDENDALE ASSESSOR'S PLAT No. 1, a subdivision plat located in the SW 1/4 of Section 34, T.01N., R.11E., County of Oakland, City of Ferndale, State of Michigan, as recorded in Liber 35 of Plats, Pages 43 & 43A of Oakland County Records, being more particularly described as follows:

COMMENCING at a found concrete monument at the intersection of the easterly line of Gardendale St. (50' wide) with the southerly line of Fielding St. (60' wide), also being the northwest corner of said Outlot C; thence along the southerly line of said Fielding St. N88°33'44"E (recorded as N88°33'E), 152.52 feet to the POINT OF BEGINNING;

thence continuing along said southerly line N88°33'44"E, 53.00 feet; thence S01°40'00"E, 56.00 feet; thence S88°33'44"W, 53.00 feet; thence N01°40'00"W, 56.00 feet to the aforementioned southerly line of Fielding St. and the POINT OF BEGINNING.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed or longer as permitted by the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than five.

**Section 2. Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VI as is not reasonably necessary to provide access to or

otherwise serve the units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

## ARTICLE VIII

### EXPANSION OF CONDOMINIUM

**Section 1. Area of Future Development.** The Condominium Project established pursuant to this Master Deed of Parkdale Townes and consisting of 45 Units is intended to be the first stage of an "Expandable Condominium" under the Act which may contain in its entirety a maximum of 72 Units. The land described below, or any portion or portions thereof that may be added to and incorporated in the Project is described as follows:

Part of Outlot C of GARDENDALE ASSESSOR'S PLAT No. 1, a subdivision plat located in the SW 1/4 of Section 34, T.01N., R.11E., County of Oakland, City of Ferndale, State of Michigan, as recorded in Liber 35 of Plats, Pages 43 & 43A of Oakland County Records, being more particularly described as follows:

COMMENCING at a found concrete monument at the intersection of the easterly line of Gardendale St. (50' wide) with the southerly line of Fielding St. (60' wide), also being the northwest corner of said Outlot C; thence along the southerly line of said Fielding St. N88°33'44"E (recorded as N88°33'E), 260.87 feet to the POINT OF BEGINNING;

thence continuing along said southerly line N88°33'44"E, 204.91 feet to the westerly line of Allen St. (50' wide); thence along said westerly line S01°40'00"E, 410.94 feet (recorded as S01°40'E, 411 feet) to the southerly line of the aforementioned Outlot C; thence along said southerly line S88°33'44"W, 166.86 feet; thence N01°40'00"W, 196.81 feet; thence S88°33'44"W, 8.77 feet; thence N01°40'00"W, 118.63 feet; thence S88°33'44"W, 29.27 feet; thence N01°40'00"W, 95.50 feet to the aforementioned southerly line of Fielding St. and the POINT OF BEGINNING.

**Section 2. Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance and design of all such additional Units shall be determined by the Developer in its sole discretion subject to the prior approval by the City of Ferndale and any other applicable governmental entities. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

**Section 3. Expansion Not Mandatory.** Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in

this Article VIII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

## ARTICLE IX

### OPERATIVE PROVISIONS

Any conversion, contraction or expansion in the project pursuant to Article VI, Article VII and Article VIII above shall be governed by the provisions as set forth below.

**Section 1. Amendment of Master Deed and Modification of Percentages of Value.**

Such contraction, conversion or expansion in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 2. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels added or withdrawn by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Articles VII and VIII, and to provide access to any Unit that is located on, or planned for the land described in Articles VII and VIII from the driveways, roadways and sidewalks located in the Project.

**Section 3. Right to Modify Floor Plans.** The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to City approval. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

**Section 4. Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 5. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI, Article VII and Article VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested

persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE X

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

**Section 1. By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

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

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

**Section 2. By Co-owners.** One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. 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 Oakland County Register of Deeds.

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

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

**Section 4. City Approval.** All modifications contemplated by this Article X shall be subject to the prior approval of the City of Ferndale.

## ARTICLE XI

### EASEMENTS

**Section 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, walls and ceilings (including interior Unit walls, floors and ceilings) 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.

**Section 2. Easements and Developmental Rights Retained by Developer.**

(a) **Access Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described Articles VII and VIII not located in the Condominium, or any portion or portions thereof, easements for the unrestricted use of all roads, alleys, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of



perpetual ingress and egress to and from all or any portion of the land described in Articles VII and VIII not located in the Condominium. In order to achieve the purposes of this Article and of Articles VII and VIII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Articles VII and VIII by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Articles VII and VIII not lying within the Condominium whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Articles VII and VIII not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Parkdale Townes, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland 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 right-of-way dedication.

**(b) Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Articles VII and VII not located in the Condominium or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains, and to connect to transformer(s) located on the

Condominium Premises. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VII and VIII no located in the Condominium which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VII and VIII not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland 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 as may be required to effectuate any of the foregoing grants of easement or transfers of title.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

**Section 4. Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and

its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements.**

(a) Both the Developer during the Construction and Sales Period and 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, fiber optic service, 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, unless the company is operated by the Developer as reserved in sub-paragraph (b), upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communication Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

**Section 6. Emergency Vehicle and Service Vehicle Access Easement.** There shall exist for the benefit of the City of Ferndale, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

**Section 7. Walking Access Easement.** In accordance with, and as required by the PUD Agreement as defined below, there shall exist, and it is hereby granted, for the benefit of the public, a pedestrian easement over that portion of the Condominium identified on Exhibit B attached hereto as "Walking Access Easement" for the purpose of gaining access to Garbutt Park. All maintenance of the Walking Access Easement shall be undertaken and borne by the Association.

## ARTICLE XII

### PLANNED UNIT DEVELOPMENT AGREEMENT

The Condominium is subject to the terms of a certain Planned Unit Development Agreement entered into between Developer and the City of Ferndale ("PUD Agreement") dated August 14, 2017. This Master Deed is subject to the terms and conditions set forth the PUD Agreement as it may be amended from time to time. Included in the PUD Agreement is the requirement that the Association be responsible for the on-going maintenance of the street parking along Gardendale Street and Allen Road at the locations depicted on Exhibit B to the PUD Agreement.

## ARTICLE XIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

**Section 2. Mortgagee Consent.** Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

**Section 3. By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

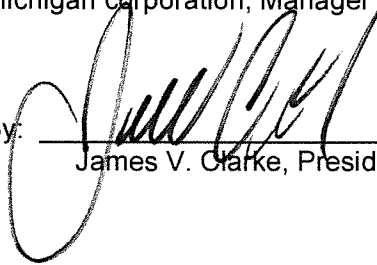
#### **ARTICLE XIV**

#### **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 Oakland County Register of Deeds.

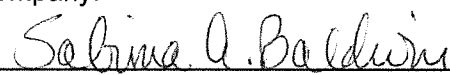
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ROBERTSON PARKDALE TOWNES, LLC, a  
Michigan limited liability company  
By: Robertson Brothers Co., a  
Michigan corporation, Manager

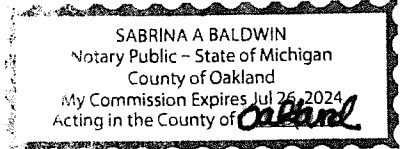
By:   
James V. Clarke, President

STATE OF MICHIGAN        )  
  ) SS.  
COUNTY OF OAKLAND     )

On this 23 day of March, 2018 in Oakland County, Michigan, the foregoing Master Deed was acknowledged before me by James V. Clarke, the President of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Parkdale Townes, LLC, a Michigan limited liability company, on behalf of the corporation and company.



Notary Public, State of Michigan, County of Oakland  
My commission expires: July 26, 2024  
Acting in the County of Oakland



Master Deed drafted by and  
when recorded return to:  
C. Kim Shierk of  
WILLIAMS WILLIAMS RATTNER & PLUNKETT, P.C.  
380 NORTH OLD WOODWARD AVENUE, SUITE 300  
BIRMINGHAM, MICHIGAN 48009

**PARKDALE TOWNES**

**EXHIBIT A**

**BYLAWS**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II**

**ASSESSMENTS**

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

**Section 1. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide repairs and replacements to those existing Common Elements for which the Association has repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$25,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$25,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 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 subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of no less than 66 -2/3% of all Co-owners except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

**Section 3. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover



expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) 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. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

**Section 4. Liens for Unpaid Assessments.** Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

**Section 5. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

## **Section 6. Enforcement.**

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association or 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 assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing.

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

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

**Section 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit.

**Section 8. Developer's Responsibility for Assessments.** The Developer of the Condominium, even though 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. Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay monthly maintenance assessments. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the City of Ferndale.

**Section 9. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 10. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 11. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 12. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

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

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

### ARTICLE III

#### ARBITRATION

**Section 1. Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American

Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

**Section 2. Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

**Section 3. Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

## ARTICLE IV

### INSURANCE

**Section 1. Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount of not less than \$1,000,000, per occurrence), 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:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements 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 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, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, 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 to see that all property and liability insurance carried by the Association or any Co-owner contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **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, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the

unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). 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 the 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.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) Deductible. When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage, except if the claim arises out of the careless or negligent act of a Co-owner relative to the fire suppression system, the Co-owner responsible for causing the damage shall pay the deductible amount. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and 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 V

### RECONSTRUCTION OR REPAIR

**Section 1. Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

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

**Section 2. Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

### **Section 3. Co-owner Responsibility for Repair.**

(a) Definition of Co-owner Responsibility. If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) Damage to Unit. Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents 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, all appliances, whether free-standing or built-in and all upgrades (above Developer's standards) installed by Co-owners. 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 ceilings in which utilities that benefit another Unit are located, or to any fixtures and equipment which are standard items within a Unit is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage, except as otherwise provided in Article IV, Section 1(e) of these Bylaws. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 4. Association Responsibility for Repair.** Except as otherwise provided in the Master Deed and in Section 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 cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

**Section 5. 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 a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

**Section 6. Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his 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.

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

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



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

**Section 7. Notification of Holders, Insurers and Guarantors of First Mortgages.** In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

**Section 8. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

**Section 2. Leasing and Rental.**

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below and further provided that no more than 47% of the Units in the Project may be leased at any given time. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least nine months. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding

Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

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

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

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

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do

not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- (i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- (ii) Initiate proceedings pursuant to subsection (3)(iii).

**Section 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, including, without limitation, exterior painting or the erection of lights, antennas, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way disturb or 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.

Co-owners shall be responsible for the maintenance and repair of any modification or improvement permitted pursuant to this Section 3. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to above) shall be obligated to execute a "Modification Agreement", if requested by the Association, as a condition for approval of such modification and/or improvement.

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers are to be affixed on or placed adjacent to common walls, (b) all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer, (c) stereos affixed and placed adjacent to common walls, and (d) any other sound condition measures that may be adopted by the Association from time to time.

Satellite dish and antennae may not be mounted or placed on any General Common Element. Notwithstanding the foregoing restriction, the following three (3) types and sizes of antennas may be installed in the Unit or on Limited Common Element area for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called

wireless cable or MDS antennas) one meter or less in diameter. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antenna. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3 and all rules and regulations regarding installation and placement of antennas, installation may begin immediately. If the installation will not comply, or is in any way not routine in accordance with this Section 3 and the rules and regulations, then the Board of Directors and Co-owner shall meet promptly and within seven (7) days, if possible, after receipt of the notice by the Board of Directors to discuss the installation. This Section is intended to comply with the rules governing antennas adopted by the Federal Communications Commission ("FCC") effective October 14, 1996, as amended, and is subject to review and revision to conform to any changes in the FCC rules.

**Section 4. Activities.** No 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. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner and must be used in compliance with the 2012 National Fire Code (and any future amendment of the National Fire Code) which, among other things, prohibits the operation of a grill on combustible balconies or within 10 feet of combustible construction. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 5. Pets.** No animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, Limited or General, and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the

Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements, Limited or General. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association 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 duly adopted rules and regulations.

**Section 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. 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 areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash and recycling receptacles shall be maintained in garages at all times and shall not be permitted to remain elsewhere on the Common Elements except in designated areas for such short periods of time as may be reasonably necessary to permit periodic collection of trash and recyclables, and shall be returned to garages no later than 12 hours after the scheduled trash collection. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, 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.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof.

**Section 7. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium

(except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any of the General Common Elements, including the General Common Element parking spaces, is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

**Section 8. Advertising.** No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed at any of the entrances to the Project, or 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.

**Section 9. Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time, including Architectural Policies and Procedures, to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

**Section 10. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements and for the purpose of turning on and off the irrigation system. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit, which shall include the right to repair utilities and provide heat, water and/or storm water drainage for the benefit of another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 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. Any landscaping installed by the Co-owner pursuant to this

Section 11 shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

**Section 12. Common Element Maintenance.** Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, 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. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

**Section 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, satellite and cable connections, 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. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 14. Reserved Rights of Developer.**

(a) 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, 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.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the 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 contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, sales trailer, a business office, two (2) sales trailers, 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. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

(c) Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) Developer's Right to Maintain Signs. The Developer reserves the right, until the termination of the Project, to maintain a sign(s) on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project. The Developer is obliged to maintain the sign(s) throughout the life of the Project.

**Section 15. No Warranty on Existing Trees and Vegetation.** THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT WHICH DIES OR SUFFERS DAMAGE DURING THE CONSTRUCTION AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN LIMITED COMMON ELEMENTS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO



THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

**Section 16. Disposition of Interest in Unit by Sale or Lease.** No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in the Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 16.

**Section 17. General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

**Section 18. Department of Veterans Affairs Financing.** To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36

of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

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

## ARTICLE VII

### MORTGAGES

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

**Section 2. Insurance.** The Association, if required by the mortgagee, shall notify each mortgagee appearing in the book entitled "Mortgages of Units" of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

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

## ARTICLE VIII

### VOTING

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

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

The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

**Section 4. Quorum.** The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote and the electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Proxies must be in writing signed by the designated voting representative and any written votes and intent to participate remotely, must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

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

## ARTICLE IX

### MEETINGS

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other

generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

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

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

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as 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, or by electronic transmission, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

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

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

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

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

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

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

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

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

**Section 12. Electronic Voting.** Electronic voting is permitted.

## ARTICLE X

### ADVISORY COMMITTEE

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

## ARTICLE XI

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Section 2 hereof. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

**Section 2. Election of Directors.**

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that the Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such

Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed 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.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) and subparagraph (c)(ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subparagraph (i).

(iv) At the First Annual Meeting two (or three) Directors (depending on the total number of Directors on the Board) shall be elected for a term of two years and one (or two) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (or three) persons receiving the highest number of votes shall be elected for a term of two years and the one (or two) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, one, two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for either one or two of the Directors elected at the First Annual Meeting) of each Director shall be two

years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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



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

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

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

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

**Section 8. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the

Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

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

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

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

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

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

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

**Section 16. Remote Communications.** Board of directors may participate in meetings of directors by telephone conferencing or other remote communication provided that all directors

present at the meeting are advised of the means of remote communication and the following are met:

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

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

**Section 17. Electronic Voting.** Electronic voting is permitted.

**Section 18. Covenants Committee.**

(a) Purpose. The Board of Directors may establish a "Covenants Committee," consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair, (2) avoiding activities deleterious to the esthetic or property values of the Condominium; (3) furthering the comfort of the unit owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. At the direction of the Board of Directors, the Covenants Committee may regulate the external design, appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements, modifications, alterations, or changes proposed by a Unit Owner. The Covenants Committee shall have the power to impose reasonable charges (pursuant to Article II, Section 2) upon, and issue a cease and desist request to, a Unit Owner, a member of such Unit Owner's household or such Unit Owner's guests, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Documents, the rules and regulations or resolutions of the Board of Directors.

The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium instruments, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the

stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

## ARTICLE XII

### OFFICERS

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

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

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

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

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

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

**Section 3. Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been

included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

## ARTICLE XIII

### SEAL

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

## ARTICLE XIV

### FINANCE

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. Except if opted out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any audit and accounting expenses shall be expenses of administration.

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

**Section 3. Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the applicable federal deposit insure and may also be invested in interest-bearing obligations of the United States Government.

## ARTICLE XV

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or officer except for liability arising from: (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (b) Intentional infliction of harm on the corporation, its shareholders, or members; (c) A violation of section 551 of the Michigan Non-Profit Corporation Act; (d) An intentional criminal act; and, (e) A liability imposed under section 497(a) of the Michigan Non-Profit Corporation Act. If the Michigan Non-Profit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Michigan Non-Profit Corporation Act. No amendment or repeal of this Section 1 shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

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

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

person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person.

At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

## ARTICLE XVI

### AMENDMENTS

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

**Section 4. By Developer.** Prior to the expiration of the Construction and Sales Period, these Bylaws may be unilaterally amended by the Developer without approval from any other person so long as any such amendment does not materially and adversely alter or change the right of a Co-owner or mortgagee including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.

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

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

## ARTICLE XVII

### COMPLIANCE

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

## ARTICLE XVIII

### DEFINITIONS

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

## ARTICLE XIX

### REMEDIES FOR DEFAULT

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

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

**Section 2. Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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



**Section 7. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XX

### ASSESSMENT OF FINES

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

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

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

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

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

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Fifty Dollar (\$50.00) fine.
- (c) Third Violation. One Hundred Fifty Dollar (\$150.00) fine.
- (d) Fourth Violation and Subsequent Violations. Two Hundred Fifty Dollar (\$250.00) fine.

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

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

## ARTICLE XXI

### RIGHTS RESERVED TO DEVELOPER

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

## **ARTICLE XXII**

### **SEVERABILITY**

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

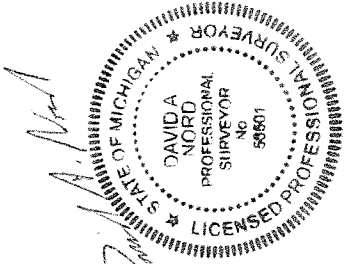
OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. *2013*  
 CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN.  
 EXHIBIT "B" TO THE MASTER DEED OF

ATTENTION: COUNTY REGISTER OF DEEDS  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER  
 MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE.  
 WHEN A NUMBER HAS BEEN ASSIGNED TO THIS  
 PROJECT, IT MUST BE SHOWN PROPERLY IN THE  
 TITLE ON THIS SHEET AND IN THE SURVEYOR'S  
 CERTIFICATE SHOWN ON SHEET NO. 2.

# PARKDALE TOWNES

**PROPRIETOR**  
 ROBERTSON PARKDALE TOWNES, LLC  
 8905 TELEGRAPH ROAD, SUITE 200  
 BLOOMFIELD HILLS, MICHIGAN 48301

**SURVEYOR & PREPARER**  
 PEA, INC.  
 2430 ROCHESTER COURT, SUITE 100  
 TROY, MICHIGAN 48063



**LEGAL DESCRIPTION**

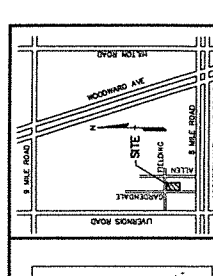
Land situated in the Southwest 1/4 of Section 34, Township 01 North, Range 11 East, County of Oakland, City of Ferndale, State of Michigan, described as follows:  
 Part of Outlot C of GARDENDALE ASSESSOR'S PLAT No. 1, according to the plat thereof as recorded in Liber 35 of Plats, pages 43 & 43A of Oakland County Records, being more particularly described as follows:  
 BEGINNING at a found concrete monument at the intersection of the Easterly line of Gardendale Street (50 feet wide) with the Southerly line of Fielding Street (60 feet wide), also being the Northwest corner of said Outlot C; thence along the Southerly line of said Fielding Street, N88°33'44"E (recorded as N88°33'E), 260.87 feet; thence S01°40'00"E, 95.50 feet; thence N88°33'44"E, 28.27 feet; thence S01°40'00"E, 118.63 feet; thence N88°33'44"E, 8.77 feet; thence S01°40'00"E, 118.63 feet to the Southerly line of aforementioned Outlot C; thence along said Southerly line S01°40'00"E, 298.92 feet to the aforementioned Easterly line of Gardendale Street; thence along said Easterly line, 400'W, 410.94 feet (recorded as N01°40'W, 411 feet) to the POINT OF BEGINNING.

**INDEX OF DRAWINGS**

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. EASEMENT PLAN
6. FLOOR PLANS UNITS 1 & 2
7. FLOOR PLANS UNITS 3 - 5
8. FLOOR PLANS UNITS 20-27, 33-36 & 42-45
9. FLOOR PLANS UNITS 28 - 32
10. FLOOR PLANS UNITS 15 & 16
11. FLOOR PLANS UNITS 6-14 & 17-19
12. FLOOR PLANS UNITS 37-41

**NOTE:** This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. The applicant shall submit a copy of the approved construction permit, in the application, with the enforcing agency for the state construction department, the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

<b>PEA</b>	
<b>PARKDALE TOWNES</b>	
<b>COVER SHEET</b>	
DATE: 03/30/18	SCALE: 1"=40'
BY: DAVID A. NORD	DATE: 03/30/18
PROPOSED MARCH 30, 2018	

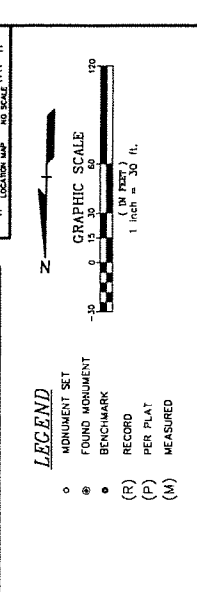


**BENCHMARKS** (GPS DERIVED - NAVD83)

BM 4201  
ARROW ON HYDRANT, SOUTHWEST CORNER OF  
FIELDING ST AND MEADOWDALE ST.  
ELEV. = 651.91

BM 4202  
ARROW ON HYDRANT, SOUTHWEST CORNER OF  
FIELDING ST AND ALLEN ST.  
ELEV. = 649.53

BM 4203  
ARROW ON HYDRANT, WEST SIDE OF ALLEN ST,  
OPPOSITE END OF MEADOWDALE ST.  
ELEV. = 653.11



**SURVEYOR'S NOTES:**

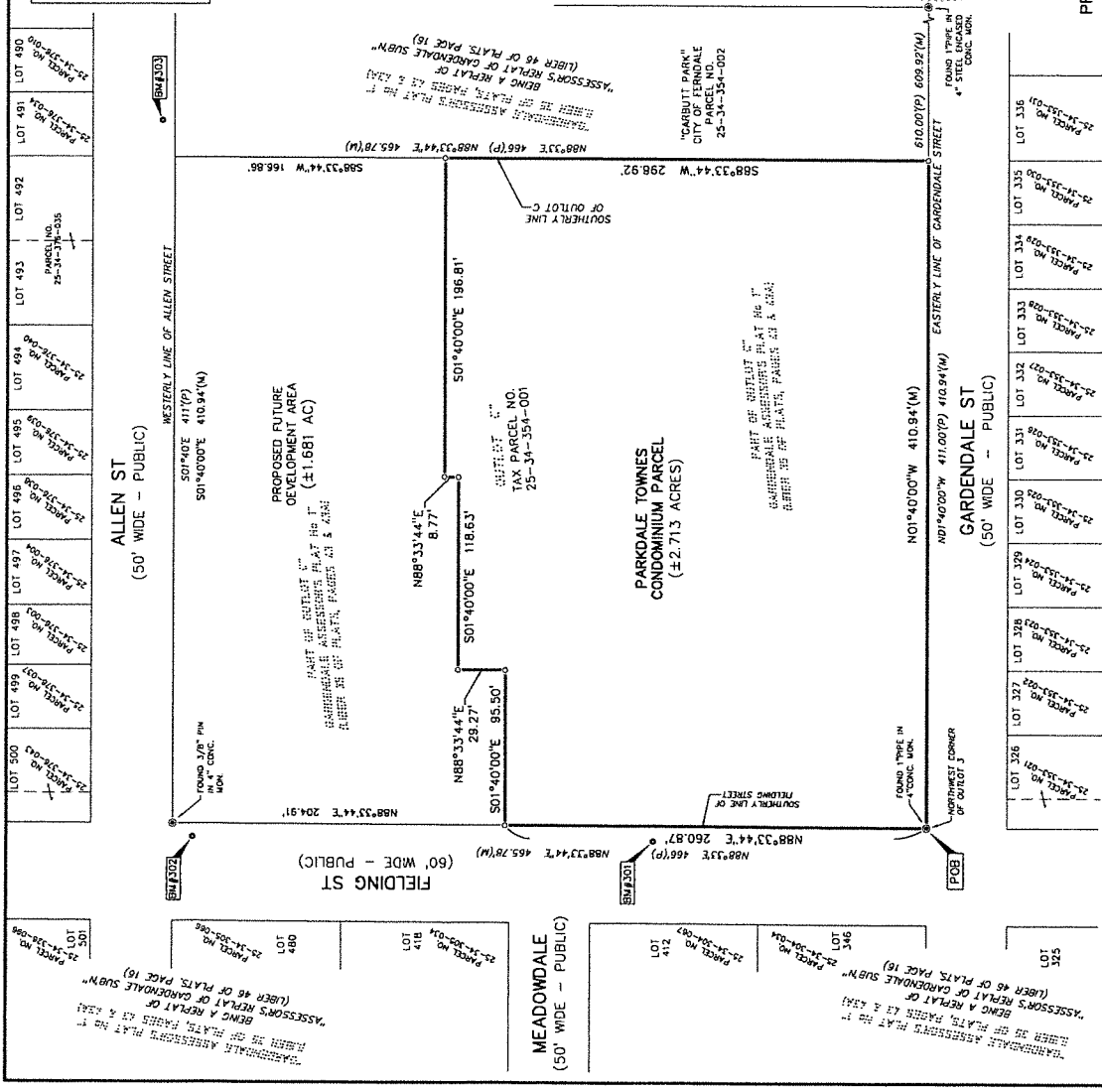
- BEARINGS ARE BASED ON THE EASTERLY LINE OF GARDENDALE STREET PER PLATS 25-34-354-001, 25-34-354-002, 25-34-354-003, 25-34-354-004, 25-34-354-005, 25-34-354-006, 25-34-354-007, 25-34-354-008, 25-34-354-009, 25-34-354-010, 25-34-354-011, 25-34-354-012, 25-34-354-013, 25-34-354-014, 25-34-354-015, 25-34-354-016, 25-34-354-017, 25-34-354-018, 25-34-354-019, 25-34-354-020, 25-34-354-021, 25-34-354-022, 25-34-354-023, 25-34-354-024, 25-34-354-025, 25-34-354-026, 25-34-354-027, 25-34-354-028, 25-34-354-029, 25-34-354-030, 25-34-354-031, 25-34-354-032, 25-34-354-033, 25-34-354-034, 25-34-354-035, 25-34-354-036, 25-34-354-037, 25-34-354-038, 25-34-354-039, 25-34-354-040, 25-34-354-041, 25-34-354-042, 25-34-354-043, 25-34-354-044, 25-34-354-045, 25-34-354-046, 25-34-354-047, 25-34-354-048, 25-34-354-049, 25-34-354-050, 25-34-354-051, 25-34-354-052, 25-34-354-053, 25-34-354-054, 25-34-354-055, 25-34-354-056, 25-34-354-057, 25-34-354-058, 25-34-354-059, 25-34-354-060, 25-34-354-061, 25-34-354-062, 25-34-354-063, 25-34-354-064, 25-34-354-065, 25-34-354-066, 25-34-354-067, 25-34-354-068, 25-34-354-069, 25-34-354-070, 25-34-354-071, 25-34-354-072, 25-34-354-073, 25-34-354-074, 25-34-354-075, 25-34-354-076, 25-34-354-077, 25-34-354-078, 25-34-354-079, 25-34-354-080, 25-34-354-081, 25-34-354-082, 25-34-354-083, 25-34-354-084, 25-34-354-085, 25-34-354-086, 25-34-354-087, 25-34-354-088, 25-34-354-089, 25-34-354-090, 25-34-354-091, 25-34-354-092, 25-34-354-093, 25-34-354-094, 25-34-354-095, 25-34-354-096, 25-34-354-097, 25-34-354-098, 25-34-354-099, 25-34-354-100.
- BY GEORGICAL PLATTING, SITE IS WITHIN ZONE V, AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE NON-PRINTED FLOOD MAP NUMBER 261250884F NOT DATED.
- PROPOSED "PROJECT EASEMENTS" ARE DEPICTED ON SHEET 5.

SURVEYOR'S CERTIFICATE: I, DAVID A. NORD, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 25-34-354-001, 25-34-354-002, 25-34-354-003, 25-34-354-004, 25-34-354-005, 25-34-354-006, 25-34-354-007, 25-34-354-008, 25-34-354-009, 25-34-354-010, 25-34-354-011, 25-34-354-012, 25-34-354-013, 25-34-354-014, 25-34-354-015, 25-34-354-016, 25-34-354-017, 25-34-354-018, 25-34-354-019, 25-34-354-020, 25-34-354-021, 25-34-354-022, 25-34-354-023, 25-34-354-024, 25-34-354-025, 25-34-354-026, 25-34-354-027, 25-34-354-028, 25-34-354-029, 25-34-354-030, 25-34-354-031, 25-34-354-032, 25-34-354-033, 25-34-354-034, 25-34-354-035, 25-34-354-036, 25-34-354-037, 25-34-354-038, 25-34-354-039, 25-34-354-040, 25-34-354-041, 25-34-354-042, 25-34-354-043, 25-34-354-044, 25-34-354-045, 25-34-354-046, 25-34-354-047, 25-34-354-048, 25-34-354-049, 25-34-354-050, 25-34-354-051, 25-34-354-052, 25-34-354-053, 25-34-354-054, 25-34-354-055, 25-34-354-056, 25-34-354-057, 25-34-354-058, 25-34-354-059, 25-34-354-060, 25-34-354-061, 25-34-354-062, 25-34-354-063, 25-34-354-064, 25-34-354-065, 25-34-354-066, 25-34-354-067, 25-34-354-068, 25-34-354-069, 25-34-354-070, 25-34-354-071, 25-34-354-072, 25-34-354-073, 25-34-354-074, 25-34-354-075, 25-34-354-076, 25-34-354-077, 25-34-354-078, 25-34-354-079, 25-34-354-080, 25-34-354-081, 25-34-354-082, 25-34-354-083, 25-34-354-084, 25-34-354-085, 25-34-354-086, 25-34-354-087, 25-34-354-088, 25-34-354-089, 25-34-354-090, 25-34-354-091, 25-34-354-092, 25-34-354-093, 25-34-354-094, 25-34-354-095, 25-34-354-096, 25-34-354-097, 25-34-354-098, 25-34-354-099, 25-34-354-100, IS ACCURATE AND CORRECTLY REPRESENTS A SURVEY OF THE GROUNDS MADE UNDER MY DIRECTION, AND THAT THERE ARE NO UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE GROUNDS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 98 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 98 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

3-30-18  
DATE: DAVID A. NORD, P.S. 56501  
PEA  
2430 ROCHESTER COURT, SUITE 100  
TROT, MICHIGAN 48063-1872

PEA  
PARKDALE TOWNES  
SURVEY PLAN  
PROPOSED MARCH 30, 2018

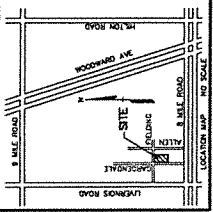


8 MILE ROAD (VAR. WIDTH - PUBLIC)

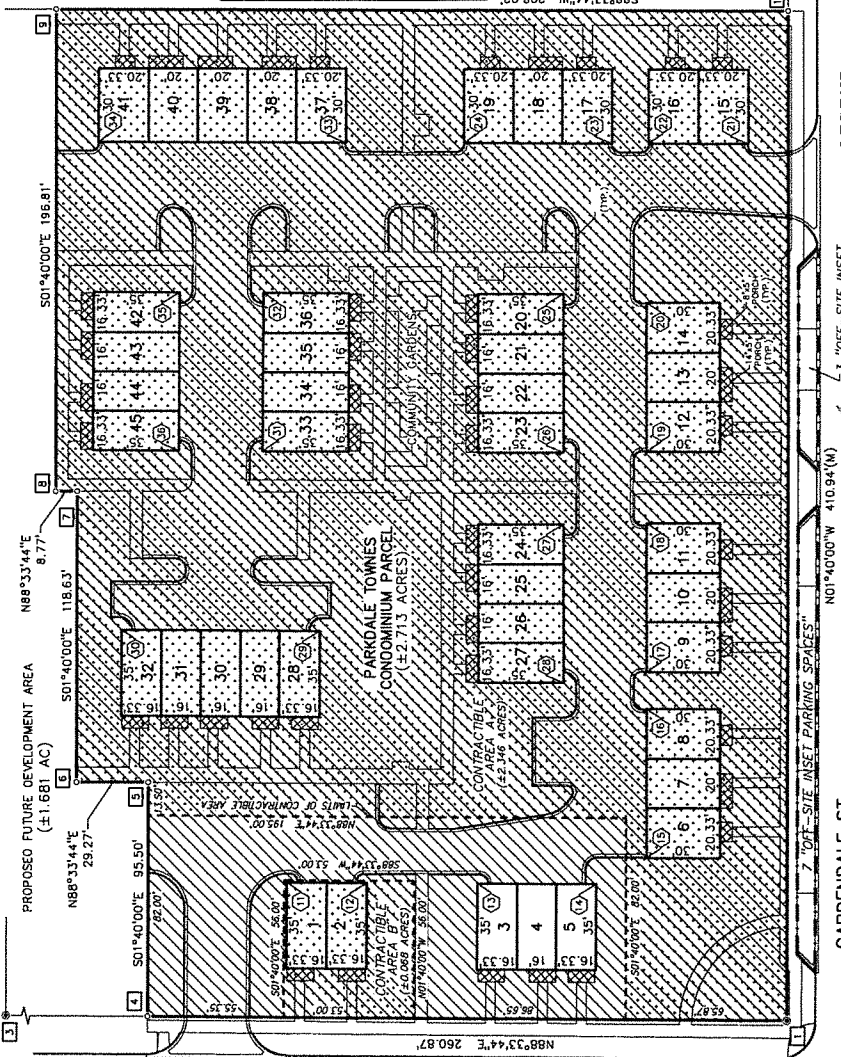
DAVID A. NORD  
PROFESSIONAL SURVEYOR  
STATE OF MICHIGAN  
14501

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LOT 336



POINT TABLE - BOUNDARY		POINT TABLE - UNITS			
Point #	Northing	Easting	Point #	Northing	Easting
1	10080.00	10000.00	11	9950.15	10205.92
2	8979.57	10029.69	12	8948.33	10173.26
3	10011.69	10465.63	13	9948.20	10128.22
4	10006.55	10280.79	14	9946.98	10079.57
5	9911.82	10292.83	15	9935.63	10098.21
6	9911.82	10292.83	16	9874.99	10091.21
7	9793.24	10296.28	17	9860.00	10061.67
8	9793.46	10305.05	18	9799.36	10063.56
9	9586.73	10310.78	19	9770.04	10064.47
10	9589.23	10011.95	20	9709.40	10066.36
			21	9643.83	10026.72
			22	9644.65	10067.38
			23	9645.03	10062.37
			24	9646.55	10143.02
			25	9706.80	10100.30
			26	9771.43	10098.49
			27	9800.75	10097.58
			28	9865.39	10095.57
			29	9847.32	10195.78
			30	9849.31	10276.42
			31	9774.50	10221.45
			32	9709.85	10233.08
			33	9847.75	10191.34
			34	9850.28	10291.97
			35	9710.69	10257.11
			36	9775.34	10255.49



**LEGEND**

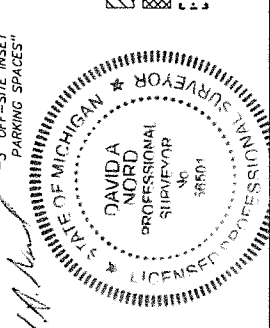
- MONUMENT SET
- FOUND MONUMENT
- PERMETER BOUNDARY POINT NUMBER
- UNIT COORDINATE POINT NUMBER
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- CONTRACTIBLE AREAS

**GRAPHIC SCALE**  
1 inch = 20 ft.

**PEA**  
**PARKDALE TOWNES**  
**SITE PLAN**

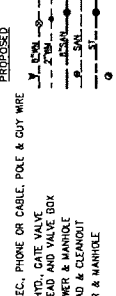
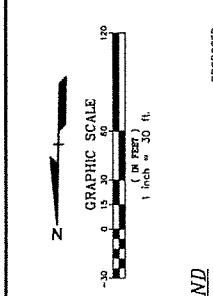
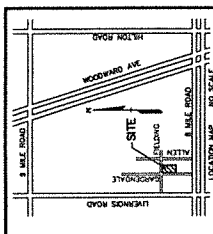
PEA, INC.  
10000 W. 10 MILE RD., SUITE 200  
LIVONIA, MI 48150-1000  
TEL: 588-3344  
FAX: 588-3344  
DATE: 03-30-18  
DRAWN BY: JRM  
CHECKED BY: JRM

PROPOSED MARCH 30, 2018



**NOTES:**

- UNITS 3 THROUGH 5 AND ALL UTILITIES AND DRIVES REQUIRED TO SERVICE SAID UNITS "MUST BE BUILT".
- UNITS 6 THROUGH 10 AND ALL UTILITIES AND DRIVES TO SERVICE SAID UNITS "NEED NOT BE BUILT".
- ALL UNITS AND COMMON ELEMENTS ARE CONTRACTIBLE AREAS AS PROVIDED FOR IN ARTICLE VI OF THE MASTER DEED.
- ALL LAND, UNITS AND COMMON ELEMENTS ARE CONTRACTIBLE AREAS WHICH MAY BE WITHDRAWN FROM THE CONDOMINIUM PROJECT AS PROVIDED FOR IN THE MASTER DEED, EXCLUDING UNITS 3 THROUGH 5 AND THE DRIVES AND UTILITIES REQUIRED TO SERVICE SAID UNITS.
- THE INFORMATION SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY ALEXANDER V. NEPPER ARCHITECTURE, P.C. DATED JUNE 8, 2017 AND PLANS PREPARED BY BRIAN NEPPER ARCHITECTURE, P.C. DATED JULY 6, 2017.

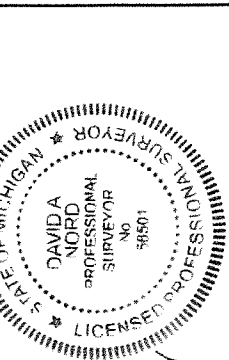


**UTILITY NOTES:**

1. ALL UNITS TO BE SERVED WITH MUNICIPAL SANITARY SEWER AND WATER MAIN PER PROPOSED INFORMATION OBTAINED FROM PLANS PREPARED BY PEA, ATRF, INC., GAS BY CONSUMERS ENERGY COMPANY.
2. TELECOMMUNICATIONS AND ELECTRICAL SERVICES TO BE WITHIN PUBLIC UTILITY SERVICE AREAS AND SHALL BE DEPicted ON THE AS-BUILT CONDOMINIUM PLAN.
3. UTILITY LOCATIONS SHOWN ARE BASED ON PROPOSED PLAIN LOCATIONS PER CONSTRUCTION PLANS BY PEA AND ON INFORMATION PROVIDED BY THE UTILITY COMPANIES. NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED. THE TRUE LOCATIONS OF THE PROPOSED UTILITIES AS INSTALLED.
4. ALL UTILITY MAINS AND LEADS NECESSARY TO SERVE UNITS 1 THROUGH 5 "MUST BE BUILT". ALL UTILITY MAINS AND LEADS REQUIRED TO SERVICE UNITS 1 THROUGH 2 AND UNITS 4 THROUGH 5 "NEED NOT BE BUILT".

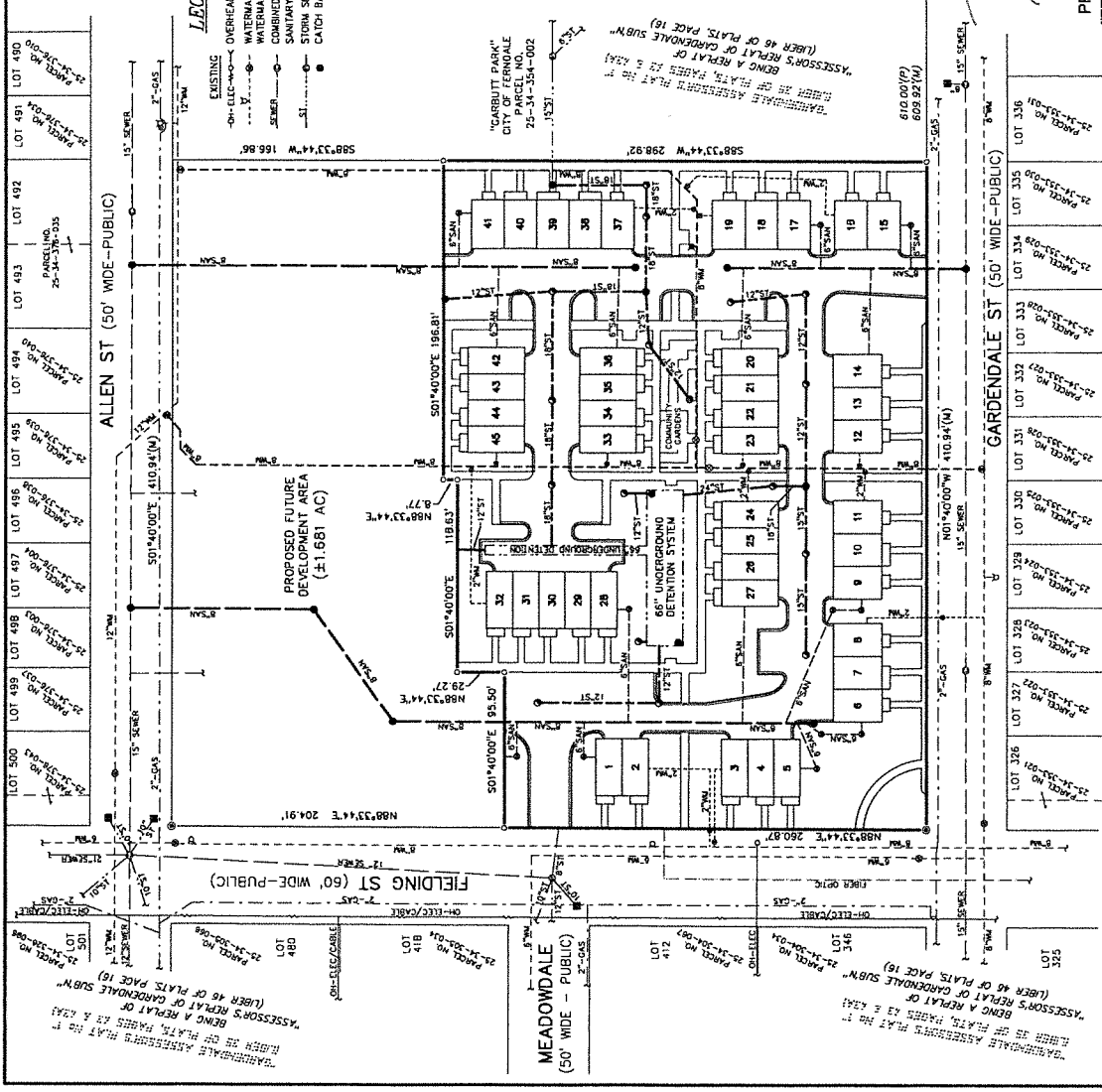
**REFERENCE DRAWINGS**

WATER MAIN: "ALLEN ROAD AND SOUTHWEST" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 SANITARY SEWER: "ALLEN ROAD AND SOUTHWEST" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 ELECTRICAL: "ALLEN ROAD AND SOUTHWEST" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 TELEPHONE: "ALLEN ROAD AND SOUTHWEST" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 GAS: "ALLEN ROAD AND SOUTHWEST" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 TRAVELER PARK SCHOOL: "TRAVELER PARK SCHOOL" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 ATRF BARRIDGE ROAD: "ATRIF BARRIDGE ROAD" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 ATRF BARRIDGE ROAD: "ATRIF BARRIDGE ROAD" C.K. 201 PLANNING SHI PL. DATED 5-8-08  
 CONTACT: MAP #222-344-000



**PEA**  
**PARKDALE TOWNES**  
**UTILITY PLAN**

PEA, INC.  
 10000 W. 8 MILE ROAD  
 SUITE 100  
 TROY, MI 48063-1000  
 PHONE: 313.486.1000  
 FAX: 313.486.1001  
 WWW.PEAINC.COM



PROPOSED MARCH 30, 2018

PROPOSED FUTURE DEVELOPMENT AREA (±1.681 AC)

66' UNDERGROUND DETENTION SYSTEM

W. 8 MILE ROAD (VAR. WIDTH - PUBLIC)

ALLEN ST (50' WIDE - PUBLIC)

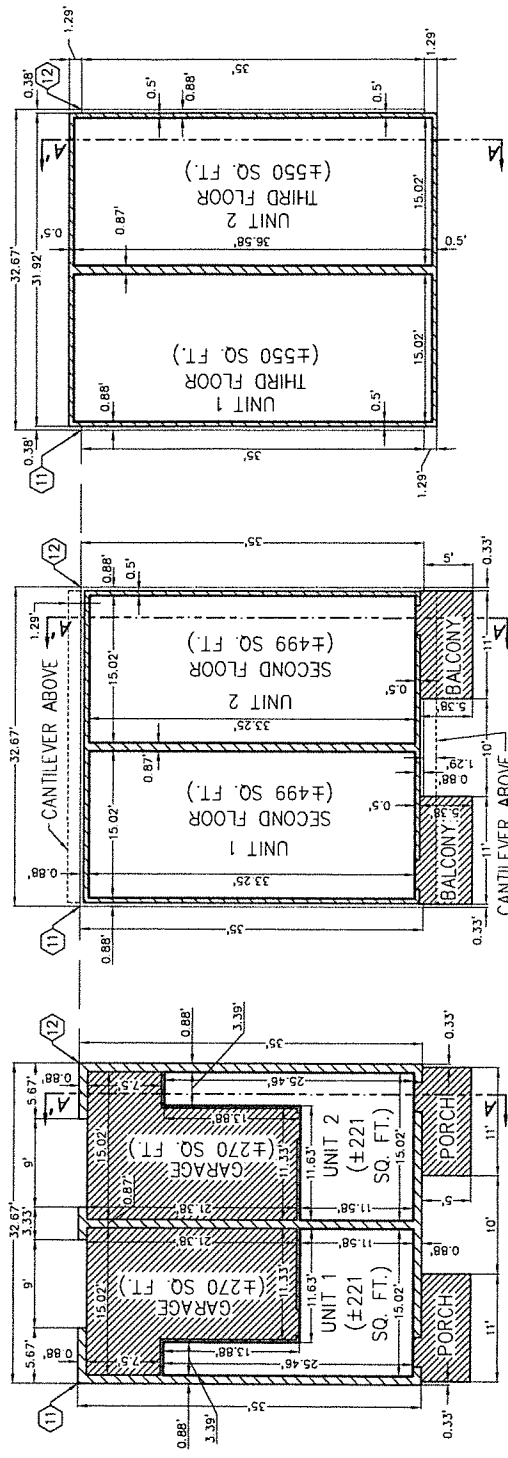
FIELDING ST (60' WIDE - PUBLIC)

MEADOWDALE (50' WIDE - PUBLIC)

GARDENDALE ST (50' WIDE - PUBLIC)



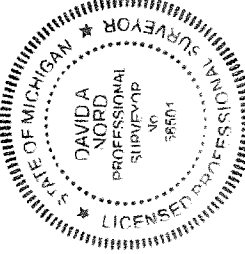




THIRD FLOOR

SECOND FLOOR

FIRST FLOOR



*David A. Nord*

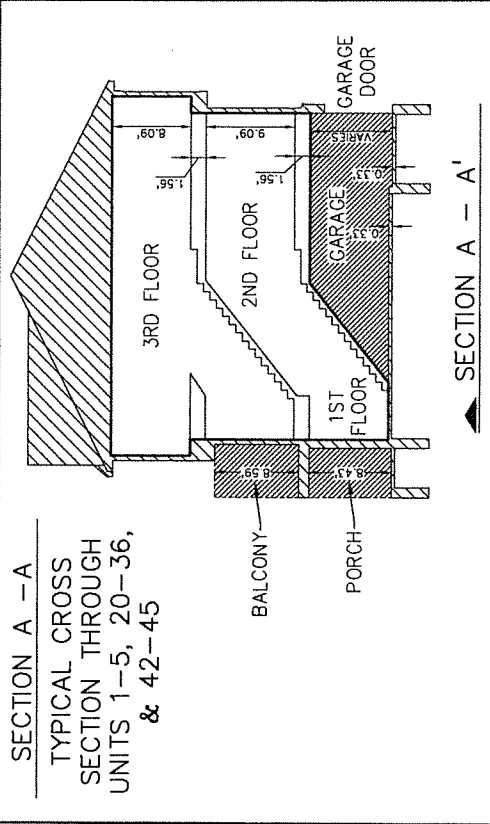


**PEA**  
**PARKDALE TOWNES**  
**FLOOR PLANS**  
**UNITS 1 & 2**

DATE: 03-20-18  
 DRAWN BY: DAN  
 CHECKED BY: DAN  
 PROJECT NO.: 2018-218

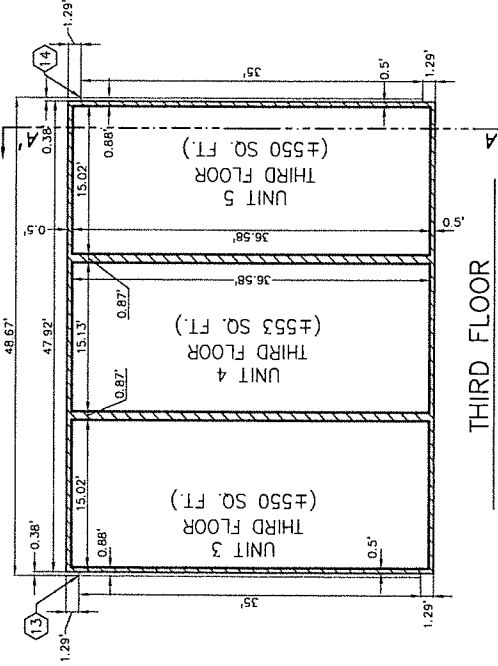
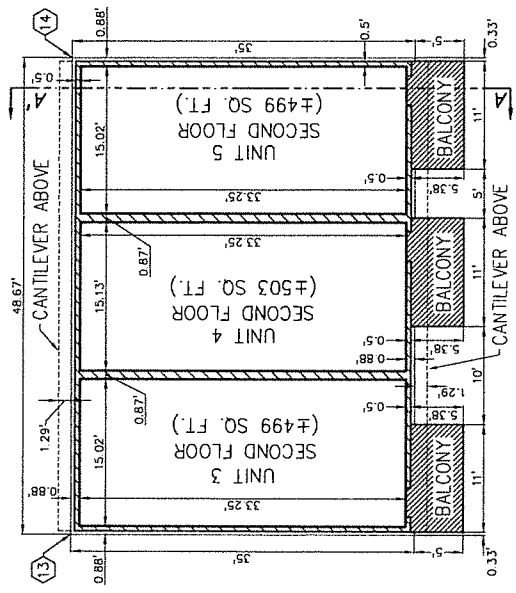
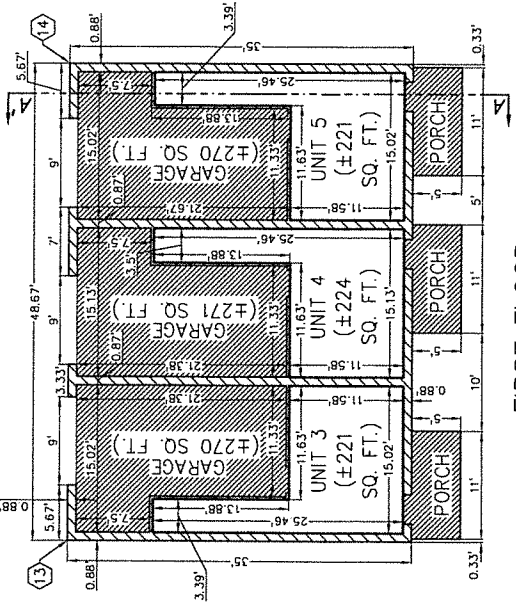
- LEGEND:**
- ⑫ UNIT COORDINATE NUMBER
  - ▨ GENERAL COMMON ELEMENT
  - ▨ LIMITED COMMON ELEMENT
  - UNITS OF OWNERSHIP

PROPOSED MARCH 30, 2018

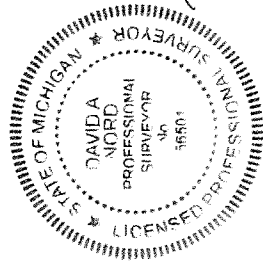


SECTION A - A  
 TYPICAL CROSS SECTION THROUGH UNITS 1-5, 20-36, & 42-45

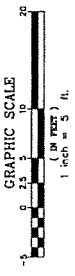
SECTION A - A'



SEE SHEET 6 FOR TYPICAL  
 CROSS SECTION THROUGH  
 UNITS 1-5, 20-36, & 42-45



*David A. Nord*



**LEGEND:**

(12)	UNIT COORDINATE NUMBER
[Hatched Box]	GENERAL COMMON ELEMENT
[Diagonal Hatched Box]	LIMITED COMMON ELEMENT
[White Box]	LIMITS OF OWNERSHIP

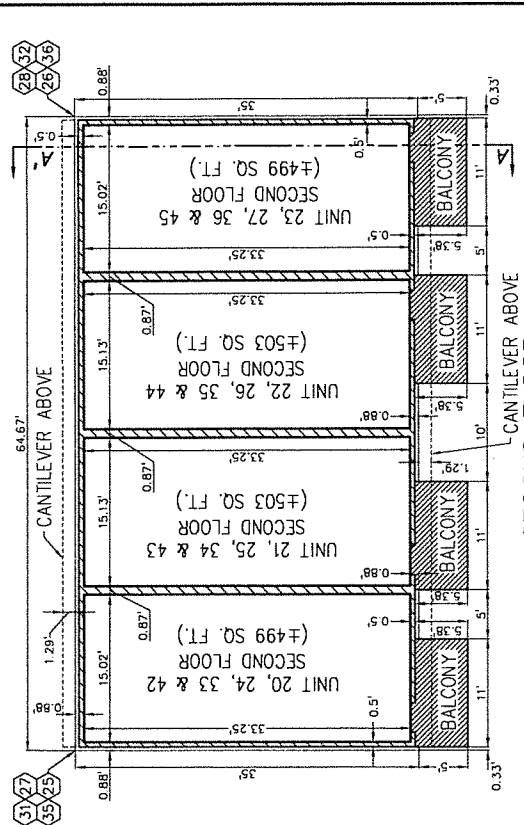
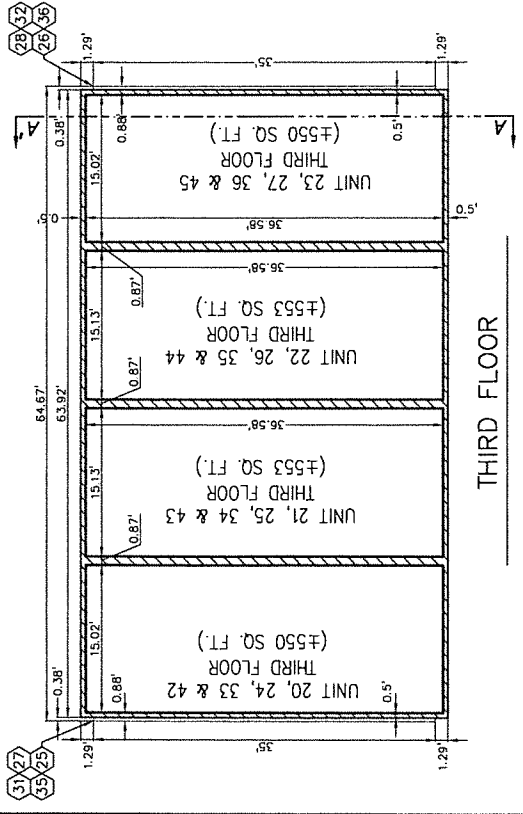
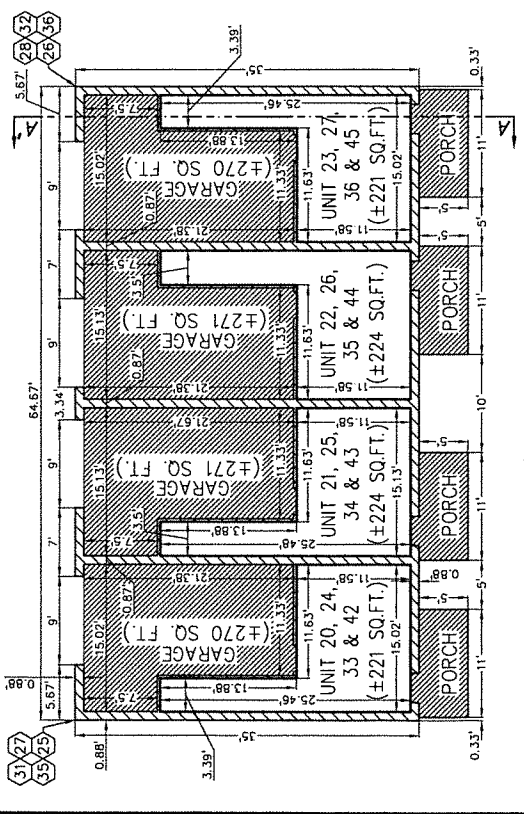
**PEA**

**PARKDALE TOWNES**

FLOOR PLANS  
 UNITS 3 - 5

PROPOSED MARCH 30, 2018

PEA, Inc.  
 1100 W. WISCONSIN ST.  
 SUITE 200  
 MILWAUKEE, WI 53233  
 TEL: 414.333.1100  
 FAX: 414.333.1101



**SEE SHEET 6 FOR TYPICAL CROSS SECTION THROUGH UNITS 1-5, 20-36, & 42-45**

DAVID A. NORD  
PROFESSIONAL SURVEYOR  
No. 38501  
STATE OF MICHIGAN

*David A. Nord*

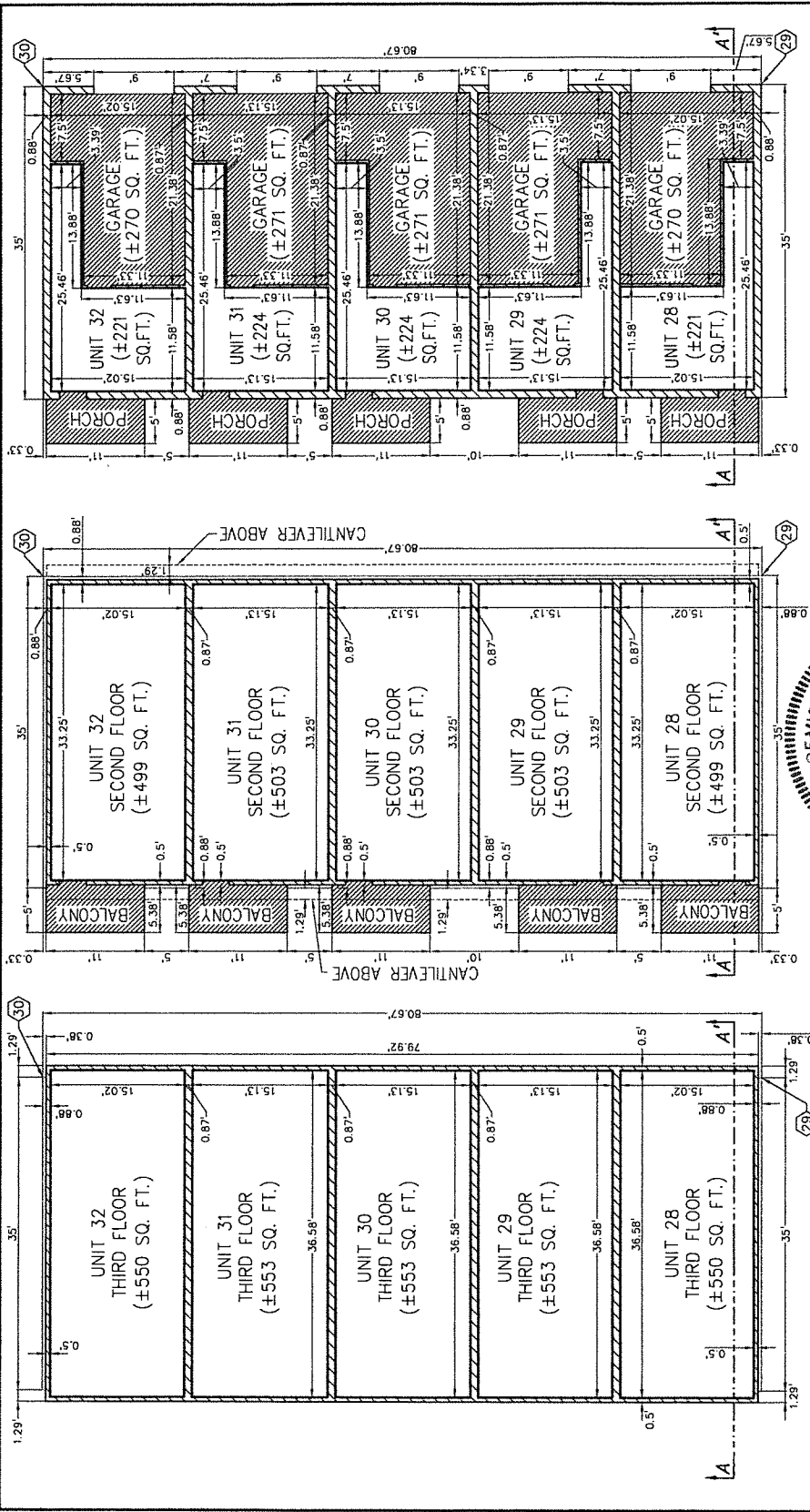
**LEGEND:**

- UNIT COORDINATE NUMBER
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNITS OF OWNERSHIP

**GRAPHIC SCALE**  
(IN FEET)  
1 inch = 5 ft.

**PEA**  
PARKDALE TOWNES  
FLOOR PLANS - UNITS  
20-27, 33-36 & 42-45

PROPOSED MARCH 30, 2018



**GRAPHIC SCALE**  
 1" = 5' 0"  
 (IN FEET)  
 0 5 10 15 20

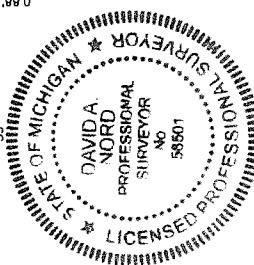
**LEGEND:**

- UNIT COORDINATE NUMBER
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

**PEA**  
**PARKDALE TOWNNES**  
**FLOOR PLANS**  
**UNITS 28 - 32**

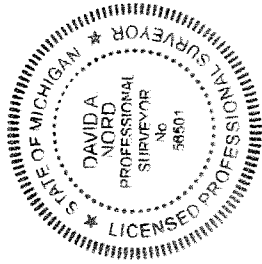
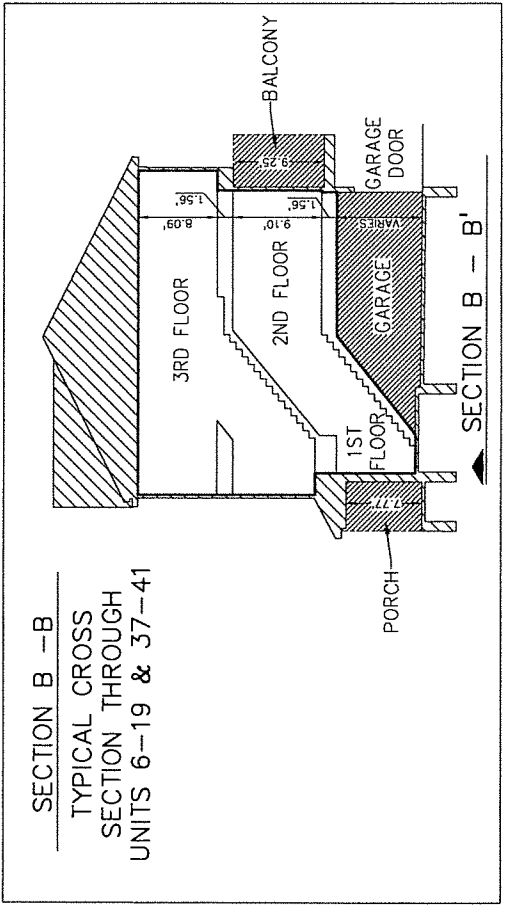
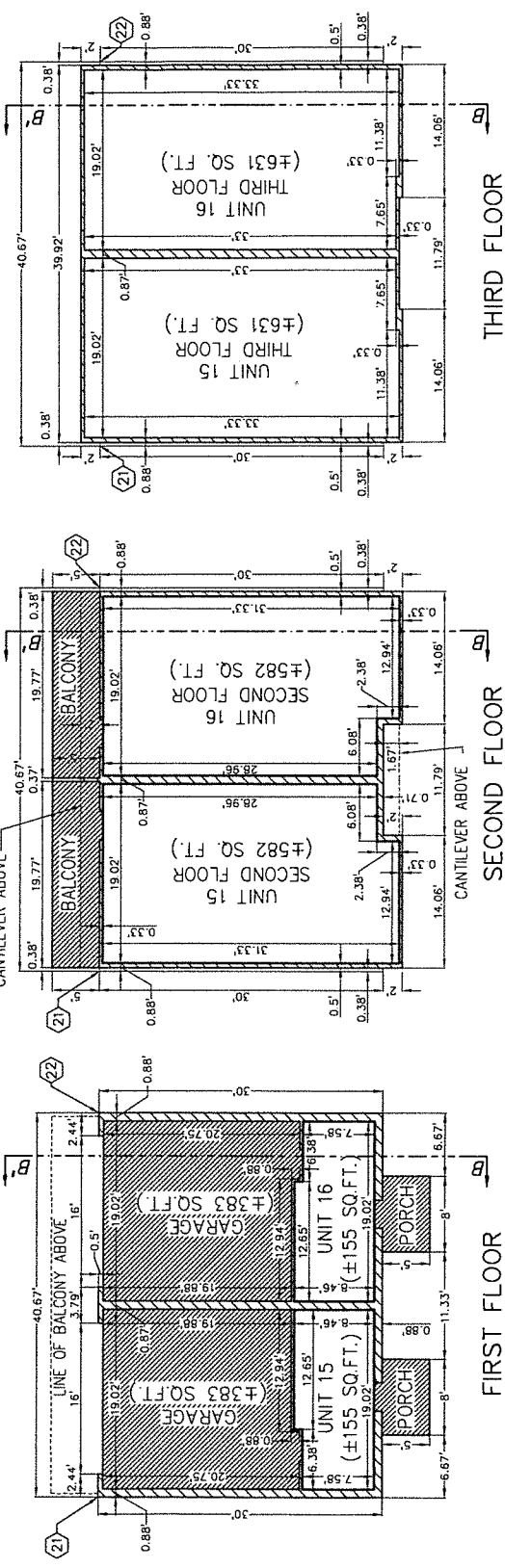
**PROPOSED MARCH 30, 2018**

PEA, INC.  
 11000 W. 120th St., Suite 100  
 Overland Park, KS 66213  
 TEL: 913.241.1200 FAX: 913.241.1201  
 LICENSE: 03-20-18 EXPIR. MO. 9



*David A. Nord*

SEE SHEET 6 FOR TYPICAL  
 CROSS SECTION THROUGH  
 UNITS 1-5, 20-36, & 42-45



*David A. Nord*



- LEGEND:**
- (12) UNIT COORDINATE NUMBER
  - [Hatched Box] GENERAL COMMON ELEMENT
  - [Hatched Box] LIMITED COMMON ELEMENT
  - [Hatched Box] LIMITS OF OWNERSHIP

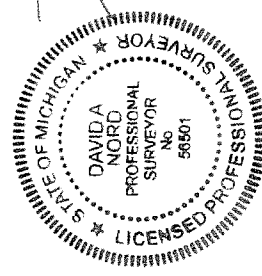
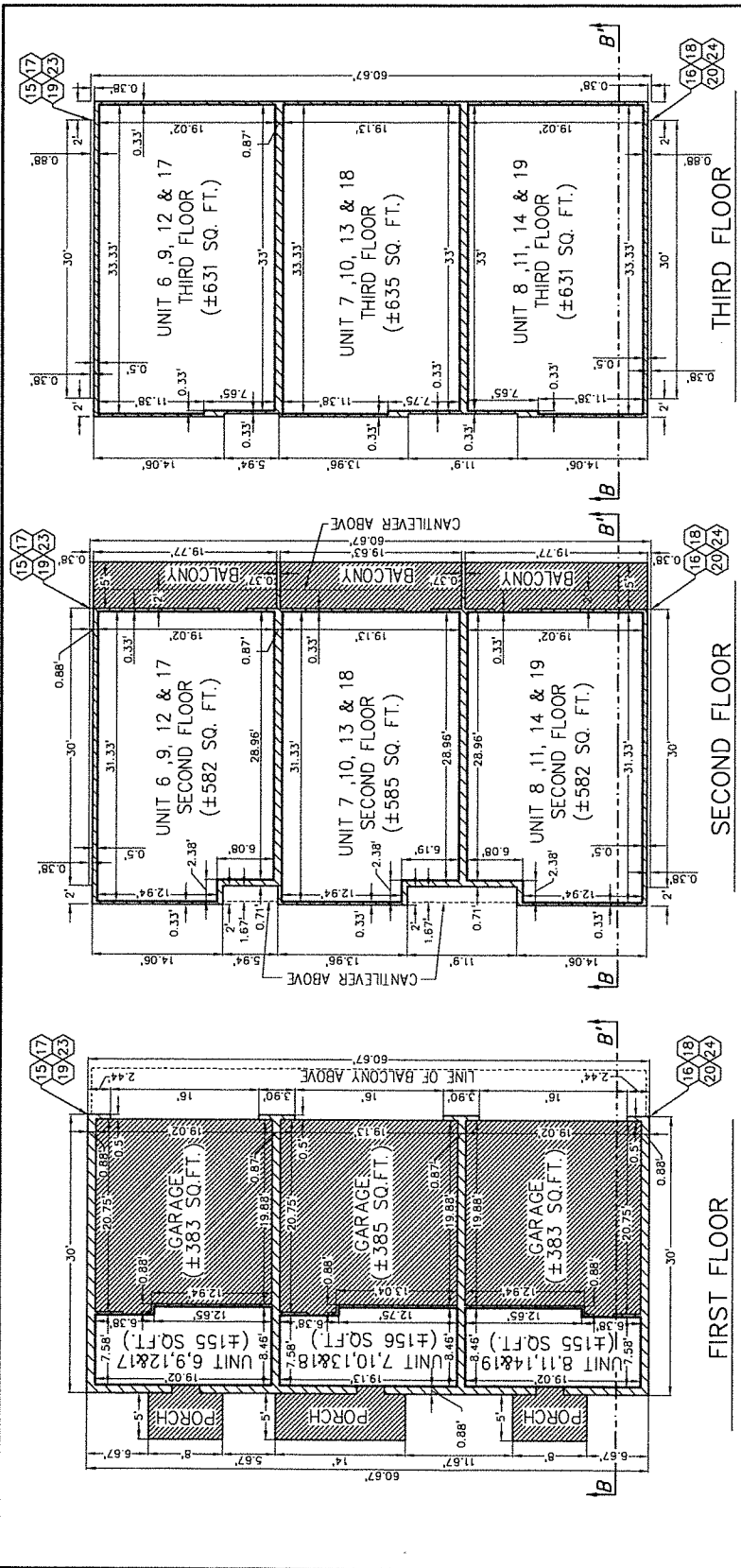
**PEA**

**PARKDALE TOWNES**

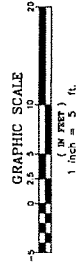
FLOOR PLANS  
 UNITS 15 & 16

PROPOSED MARCH 30, 2018

PEA, Inc.  
 11111 Parkdale Dr.  
 Detroit, MI 48204



SEE SHEET 10 FOR  
 TYPICAL CROSS  
 SECTION THROUGH  
 UNITS 6-19 & 37-41



LEGEND:

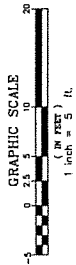
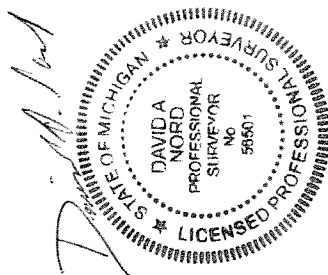
(12)	UNIT COORDINATE NUMBER
[Hatched Box]	GENERAL COMMON ELEMENT
[Cross-hatched Box]	LIMITED COMMON ELEMENT
[White Box]	LIMITS OF OWNERSHIP

**PEA**  
 PARKDALE TOWNES  
 FLOOR PLANS  
 UNITS 6-14 & 17-19  
 PROPOSED MARCH 30, 2018

PEA, Inc.  
 11000 W. 14th St.  
 Suite 100  
 Grand Rapids, MI 49508  
 Tel: 616.221.1100  
 Fax: 616.221.1101  
 Email: info@pea.com

SEE SHEET 10 FOR  
TYPICAL CROSS  
SECTION THROUGH  
UNITS 6-19 & 37-41

- LEGEND:
- (12) UNIT COORDINATE NUMBER
  - GENERAL COMMON ELEMENT
  - UNITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP

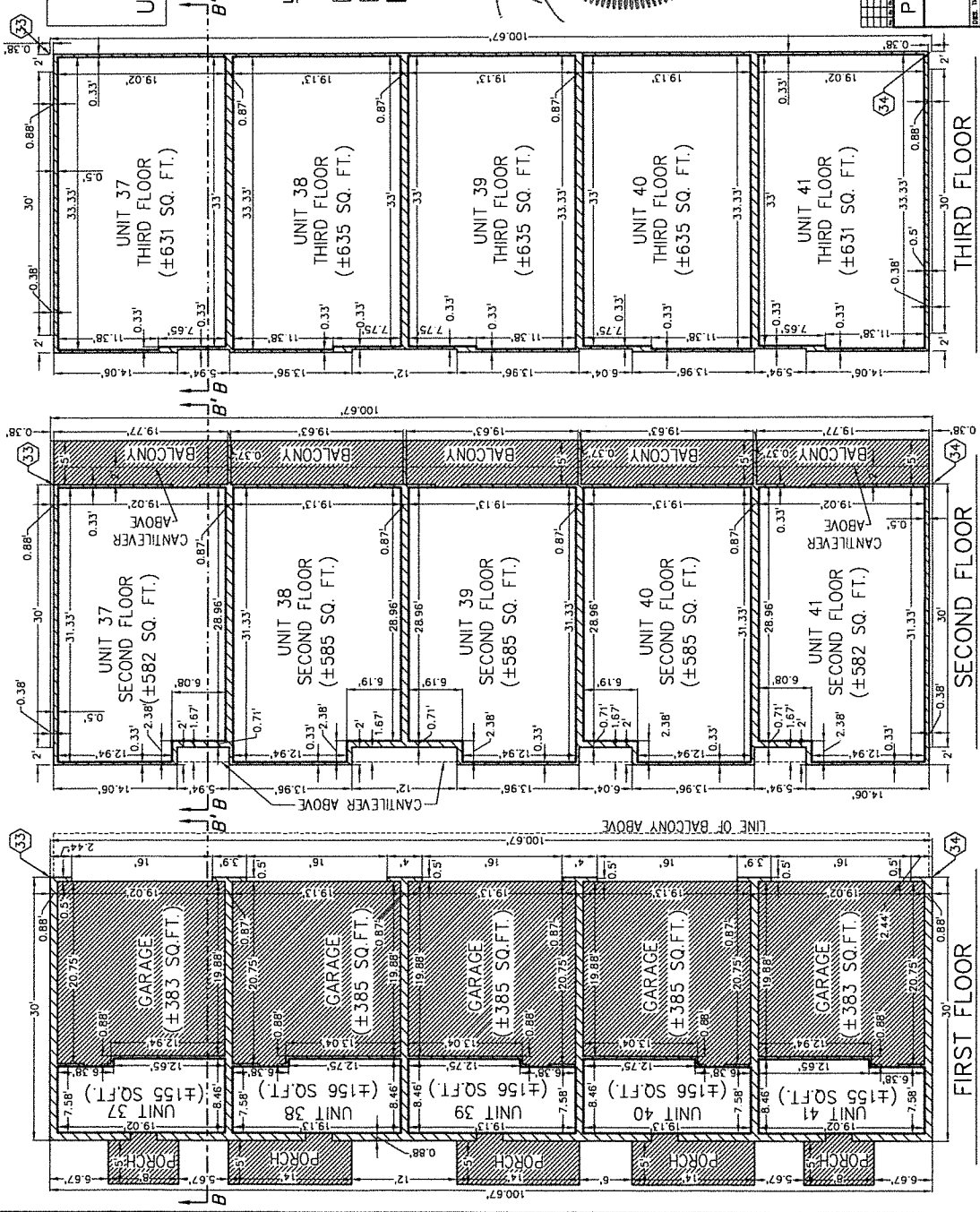


PROPOSED MARCH 30, 2018

**PEA**

PARKDALE TOWNES  
FLOOR PLANS  
UNITS 37 - 41

PEA Inc  
11000 Parkdale Drive  
Livonia, MI 48150  
Tel: 734.761.1100  
Fax: 734.761.1101



**ATTACHMENT D**  
**LandUse USA Urban Strategies**  
**Retail Market**  
**Assessment Report**  
**March 1, 2021**



# The City of Farmington, Michigan Retail Market Assessment

Draft Report  
March 1, 2021

Prepared by:



**LandUseUSA**  
UrbanStrategies

Prepared for:



Attn: Mr. David Murphy, City Manager  
dmurphy@farmgov.com  
Phone: 248-474-5500 x2221

Attn: Mr. Kevin Christiansen, Director  
Economic and Community Development  
[kchristiansen@farmgov.com](mailto:kchristiansen@farmgov.com)  
(248) 474-5500 x2226.



The City of Farmington  
23600 Liberty Street  
Farmington, Michigan 48335

Date: March 1, 2021

RE: Retail Market Assessment for the City of Farmington, Michigan

Introduction – At the request of CIB Planning, this Retail Market Assessment has been prepared for the City of Farmington, Michigan by LandUseUSA | Urban Strategies, a consulting firm specializing in retail, residential, and downtown market studies. LandUseUSA’s credentials are provided in Addendum A attached to this memorandum report.

Purpose – The purpose of this Retail Market Assessment is to measure the direct benefits of new residents on retail sales and establishments within the city; and to compare the expenditure potential that could be generated by new renters versus owners. To complete the study, we selected two proposed projects that are documented in the attached Exhibit 5.

Findings – Based on the results of the attached analysis, LandUseUSA has determined that 124 new for-lease apartments would yield 248 new shoppers; and 59 new for-lease townhouses would yield 136 new shoppers for the City of Farmington. The owners will have higher incomes than the renters; so they will also spend more on retail. However, owners are more likely to drive to department stores in Novi, Northville, and West Bloomfield Township. In comparison, renters are more likely to shop locally by bicycling and walking to convenient merchants and shops in downtown Farmington.

**The analytic results favor the renters, even without accounting for the spending export of owners compared to local spending by renters. The renters would collectively generate \$2.5 million in aggregate sales for retail and complementary categories (entertainment, restaurants, and services), which is enough to support three (3) new stores or businesses. In comparison, the owners would generate \$1.6 million in sales, or enough to support two (2) new businesses. (See attached Exhibit 1 and Exhibit 2 for the complete analysis).**

Up To Three New Businesses – As noted on the previous page, the new residents can support the annual sales of up to three (3) new businesses in Downtown Farmington. The addition of three new businesses should be a one-time event; and should not be repeated in subsequent years.

Adding more than three stores over time will depend on adding or attracting more shoppers. This could be achieved by adding even more housing choices within walking distance of the downtown. It could also be achieved by enhancing the downtown with new placemaking amenities and attractions that help expand the geographic trade area and draw shoppers from farther away.

Analytic Variables – The analytic results are influenced by a variety of factors, including:

- a) Owners will have more persons per household. This benefits the owner results.
- b) Owners will spend more per capita on retail. This also benefits the owner results.
- c) Renters will spend a larger share of their income on retail. This narrows the gap for renters.
- d) There are 124 renters in the study, but only 59 owners. This gives renters a clear advantage.
- e) The analysis has not been adjusted for the export of expenditures by the owners.

Renter Detailed Results – Again, results of the analysis reveal that 124 new renter households would have the capacity to generate \$1.5 million in annual retail sales, or enough to support at least (1) new retail establishment, and almost half of second establishment. Again, if complementary categories are added to retail, then the new renters would generate \$2.5 million in annual sales; or enough to support three (3) new establishments.

Owner Detailed Results – Based on the results of this Retail Market Assessment, 59 new owner households would have the capacity to generate \$0.9 million in annual retail sales only, which is enough to support one (1) new retail establishment. Again, if complementary categories (entertainment, restaurants, and services) are added to retail, then the new owners would generate \$1.6 million in annual sales; or enough to support two (2) new establishments.

Methodology and Approach – This narrative report is intentionally succinct and does not include detailed explanations of the work approach, methodology, or analytics. In general, the analysis begins with Exhibit 1 and is flows from the left to the rightmost columns. The analysis continues with Exhibit 2, again from left to right. Two scatter plots are also provided (Exhibit 3 and Exhibit 4) to demonstrate the assumptions made in estimating per capita retail expenditures as a share of income (15%, 12%, 22%, etc.).

As shown in [Exhibit 1](#), the City of Farmington currently has an average per capita income of about \$42,560, which is high relative to countywide averages across the state (see [Exhibit 3](#) and [Exhibit 4](#) for all counties in the state). Farmington’s owners have a much higher per capita income than its renters; or \$56,395 compared to \$28,035.

In completing this analysis, consideration was given to the relationship between per capita income and the share of income that is spent on retail (see the attached scatter plots). Owners will spend more than renters– but the differences are not profound. Instead, renters are more likely to be “over-burdened” by retail expenses – especially when it comes to buying essentials like groceries, pharmaceuticals, gasoline and fuel, apparel, and school and office supplies. In comparison, owners have more discretionary income for non-retail spending on travel, education, mortgages (including principle, interest, insurance, and property taxes), health care, and savings and investment accounts.

With those considerations in mind, this analysis assumes that Farmington’s new owners will spend about 12% of their income on retail trade (excluding automotive dealerships); and that they will spend about \$6,765 annually on that main category. It also assumes that the city’s new renters will spend about 22% of their income on retail; which represents a moderately lower annual expenditure of \$6,170 per capita.

When complementary categories (entertainment, restaurants, and services) are combined with retail, then new owners will spend 21% of their income, or \$11,845 per capita. In comparison, new renters will spend 36% of their income, or \$10,095 per capita. These differences are integrated into the analysis and give the owners a marginal benefit over the renters when comparing the two projects.

Maxfield Training Center Site – This analysis used two development scenarios for comparative and analytic purposes. The two scenarios have been submitted for consideration by the city and for a redevelopment site located at 33000 Thomas Street, also known as the Maxfield Training Center redevelopment project.

The first project is a River Caddis proposal for development of 124 for-lease apartments; and the second project is a Robertson Brothers proposal for 59 for-sale townhouses. Although these two proposals are compared, the analysis has not been shaped or adjusted based on proposed building formats or scale, placemaking amenities, or other design features. Instead, we have taken an objective and unbiased approach in completing the work.

Next-Steps – LandUseUSA is available to provide a verbal summary of these study findings and conclusions upon request. For now, we have reserved time on our calendar for March 4<sup>th</sup> at 6:00 pm. Please send meeting details (Zoom meeting ID and passcode) to [sharonwoods@landuseusa.com](mailto:sharonwoods@landuseusa.com).

Sincerely,

A handwritten signature in cursive script that reads "Sharon M. Woods".

Sharon Woods, President  
LandUseUSA | Urban Strategies  
6971 Westgate Drive  
Laingsburg, Michigan 48848  
[sharonwoods@landuseusa.com](mailto:sharonwoods@landuseusa.com)  
(517) 290-5531

# Analysis of Retail Market Parameters The City of Farmington, Michigan | Year 2017

Exhibit 1

	Market Parameters				Expenditures as a Share of Income		Expenditures Per Capita	
	Median Household Income	Number of New Units	Persons per Household	Number of New Shoppers	One NAICS Code	Four NAICS Codes	One NAICS Code	Four NAICS Codes
Owners	\$100,835	59	2.30	136	12%	21%	\$6,765	\$11,845
Renters	\$50,125	124	2.00	248	22%	36%	\$6,170	\$10,095

**Source:**

Underlying data provided by the 2017 Economic Census and the American Community Survey with five year estimates through 2019. Exhibit and analysis prepared by LandUseUSA | Urban Strategies; February 2021.

**Notes:**

The next Economic Census will be completed in 2022; and results will be available in 2024. That update is unlikely to change the findings or conclusions of this analysis. Four NAICS Codes = 44 Retail Trade + 71 Arts Entertainment Recreation + 722 Restaurants + 81 Services. One NAICS Code = 44 Retail Trade only, excluding Automotive Dealerships.



# Analysis of Resident Expenditure Potential on Retail The City of Farmington, Michigan | Year 2017

Market Parameter	New Expenditures Aggregate		Average Sales per Establishment		Number of New Establishments		
	One NAICS Code	Four NAICS Codes	One NAICS Code	Four NAICS Codes	One NAICS Code	Four NAICS Codes	
Owners	136	\$920,000	\$1,605,000	\$1,215,000	\$865,000	0.8	1.9
Renters	248	\$1,530,000	\$2,505,000	\$1,215,000	\$865,000	1.3	2.9

**Source:**

Underlying data provided by the 2017 Economic Census and the American Community Survey with five year estimates through 2019. Exhibit and analysis prepared by LandUseUSA | Urban Strategies; February 2021.

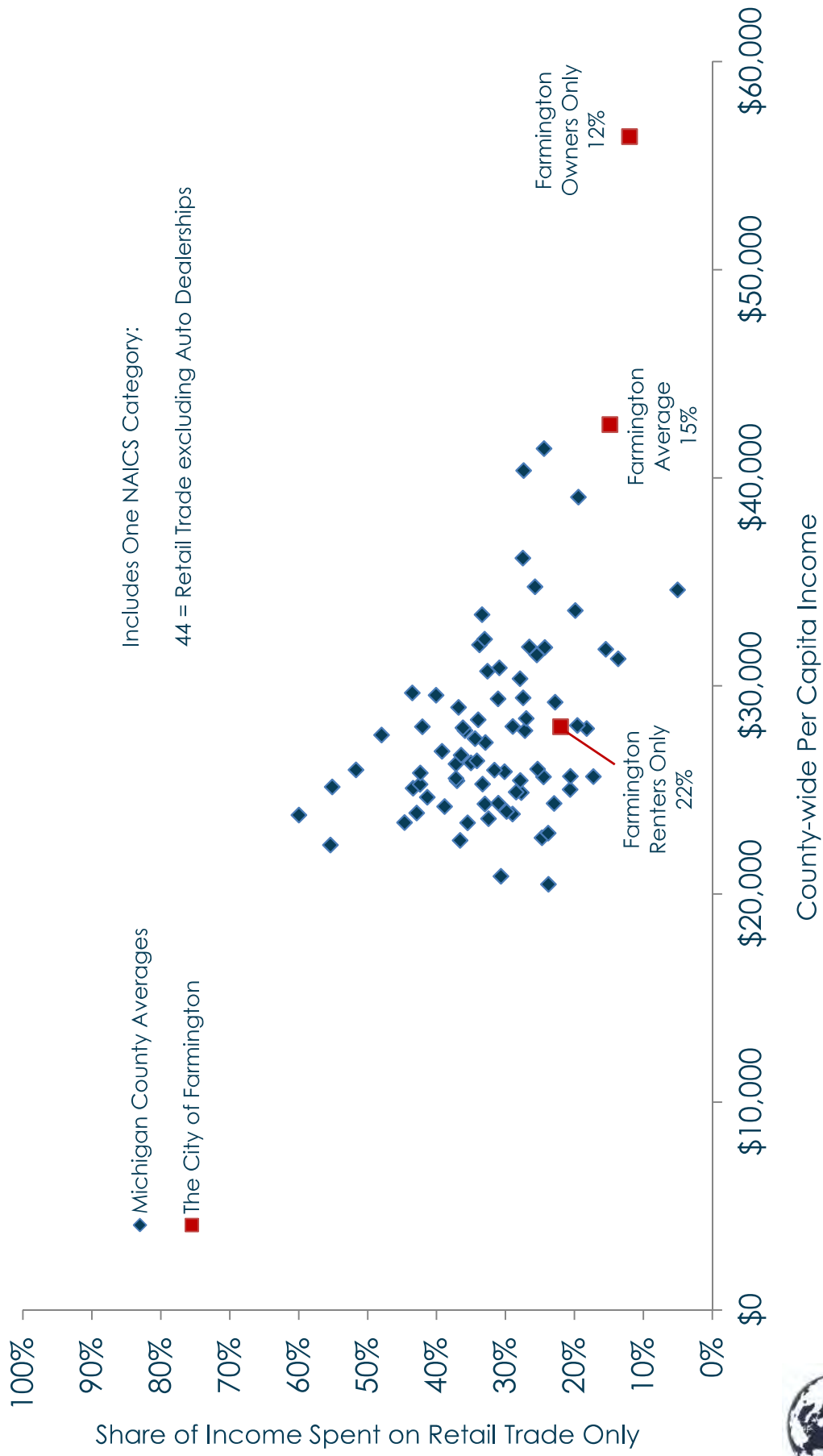
**Notes:**

The next Economic Census will be completed in 2022; and results will be available in 2024. That update is unlikely to change the findings or conclusions of this analysis.  
Four NAICS Codes = 44 Retail Trade + 71 Arts Entertainment Recreation + 722 Restaurants + 81 Services.  
One NAICS Code = 44 Retail Trade only, excluding Automotive Dealerships.



# Exhibit 3

## Share of Per Capita Income NAICS 44 | Retail Trade Only | Year 2017 (excludes automotive dealerships) Michigan County Averages



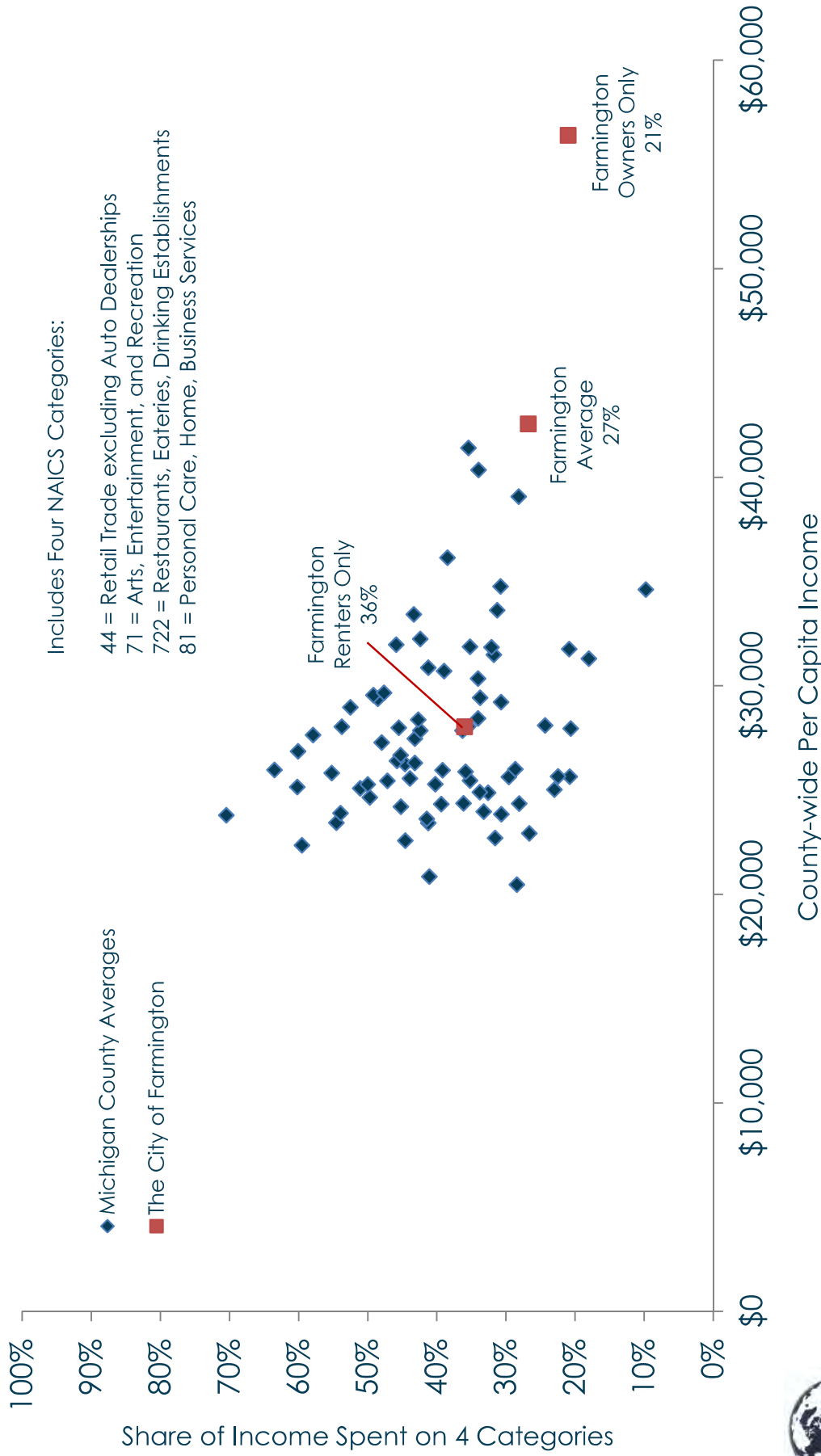
Source: Underlying data provided by the 2017 Economic Census and the 2019 American Community Survey. Analysis and Exhibit prepared by LandUse | Urban Strategies. Scatter plot excludes six (6) data outliers.





# Exhibit 4

## Share of Per Capita Income NAICS 44, 71, 722, 81 | Year 2017 (excludes automotive dealerships) Michigan County Averages



Source: Underlying data provided by the 2017 Economic Census and the 2019 American Community Survey. Analysis and Exhibit prepared by LandUse | Urban Strategies. Scatter plot excludes six (6) data outliers.



River Caddis

Sherr Development Robertson Brothers PVL Farmington

**RFQ Response Criteria**

Scale 1-5 (1 is lowest)

Eperience building, developing and managing large-scale mixed-use buildings and market rate residential projects	5	3	4	4
Experience in the redevelopment of property in a downtown or key commercial corridor	5	3	5	5
Experience operating and managing or developing properties in an urban downtown setting including functions and services on land under easement or owned by a local municipality	5	2	5	3
Experience working with municipal government in business, community events, or other collaborative ventures	5	3	5	3
Experience working with local and state governmental agencies on the redevelopment of Brownfield contaminated property.	5	2	5	4
Clearly defined qualifications regarding the design and buildout of unique commercial and housing sectors	5	1	3	4

**Submission Content**

Narrative introducing the company and resumes of the respondents members and team and expertise. Narrative shall explain the structure of relationship(s) proposed and clearly show how the team meets the minimum qualifications	5	2	4	5
Conceptual financial structure/Financial Stability - Developer demonstrates ability to finance the project	5	3	4	5
Developer identified experience in working with potential incentive support through either a brownfield or downtown development authority tax increment financing programs and EGLE grants/loans	5	1	3	4
Concept development proposal - proposed design of site, public benefits and fit with the community vision, master plan and economic impact	5	1	3	4
Development feasibility as a result of brownfield conditions	5	3	4	5

Estimated project start of construction (1)	Fall 2021	Fall 2021	Fall 2021	Fall 2022 (due to finance)
Estimated project completion (4)	Spring 2023	Summer 2023	Summer 2023	Summer/Fall 2024
Projected tax revenue estimate per year (2)	\$235,600	\$308,100	\$336,300	\$351,500
Number of units	124	39	59	185
Unit type	Apartment	Townhome	Townhome	Apartment
For Lease/For Purchase (owner occupied) (3)	Lease	Purchase	Purchase	Lease
Can accommodate parking	on site	on site	on site	mix of on and off site
RFQ Response Total Score	55	24	45	46

(1) Start of construction was discussed during developer interview

(2) Base upon developers provided average sale price for owner occupied product

(3) For owner occupied product, assumption is 100% of for purchase townhomes would be principal residence exemption (homestead)

(4) Owner occupied product conditioned on market, ability to finance and absorbtion

# Addendum A

## LandUseUSA | Urban Strategies

### Company Qualifications

Prepared by:



**LandUseUSA**  
UrbanStrategies

Prepared for:



The City of  Founded 1824

**FARMINGTON**



**LandUseUSA**  
UrbanStrategies

### mailing address

LandUseUSA | Urban Strategies  
6971 Westgate Drive  
Laingsburg, Michigan 48848  
www.LandUseUSA.com

DBE-Certified

## Sharon Woods, Principal

CRE | CNUa | FBCI | NCI | MA | DBE



**Sharon Woods is the founding Principal and President of LandUseUSA | Urban Strategies. Her specialty is studying the lifestyle preferences of migrating households, forecasting market opportunities, and developing strategies for cities, urban planners, and developers. She focuses on target market households and their cravings for urban housing, retail, placemaking amenities, and social interaction.**

Sharon is an active proponent and advocate for urbanism, placemaking, and aesthetics through good building form and design. She contributes to the urbanism cause by developing housing and residential market studies, retail market studies, and land use strategies. Her personal mission is to inform and encourage communities, developers, and investors on ways to create vibrant urban places that are engaging and that help them intercept target market households who are on the move across the nation.

Sharon serves as a faculty member with the Incremental Development Alliance, a non-profit and volunteer-based organization focused on teaching developers how to reinvest into their communities, and with small projects that incrementally add value. She is also a member of the Downtown Collaborative; and serves as a board member for her local chapter of the CNU.

Sharon is a certified Counselor of Real Estate, which is an invitation-only organization that holds its members to exceptionally high standards, and specifically on its six core principles of integrity, knowledge, experience, wisdom, commitment, and distinction.

Sharon began her career with twelve years in leadership positions at four Fortune 500 retail corporations; and developed expertise in location intelligence, site selection, revenue forecasting, and market analysis. She grew up in the Historic Seward Neighborhood of Minneapolis and has worked in four downtowns, including Minneapolis (Target), Cincinnati (Macy's), Detroit (GM), and Lansing (consulting). These urban places inspired her and in 2000 she decided on the career change that has enabled her to make an invaluable contribution to the urbanism cause.

### alliances and partnerships

**Downtown Collaborative** | DC Collaborator

**Incremental Dev. Alliance** | IDA Faculty Member

### certifications

**Counselors of Real Estate** | CRE  
**Congress for the New Urbanism** | CNUa  
**Form-Based Codes Institute** | FBCI  
**National Charrette Institute** | NCI

### board of directors

**Michigan Chapter of the CNU** | MICNU  
**Michigan Comm. Dev. Assoc.** | MCDA

### additional affiliations

**American Planning Assoc.** | APA  
**MI Association of Planning** | MAP  
**MI Downtown Association** | MDA  
**MI Economic Dev. Assoc.** | MEDA

### advanced education

**Miami University** | MU  
Masters Degree Arts - 1990 | MA  
Applied Geography | Urban Planning  
Summa Cum Laude 4.0 with Honors

**University of Wisconsin** | UW  
Bachelors Degree Arts - 1988 | BA  
Applied Geography | Urban Planning

### fortune 500 retailers

**General Motors** | Urban Science  
**Location Intelligence**  
**Downtown Detroit** | Michigan  
**Senior Manager** | 2001-2002

**Sears Holdings** | Kmart Corporation  
**Real Estate Market Strategies**  
**The City of Troy** | Michigan  
**Director** | 2000-2001

**Macy's, Inc.** | Federated Dept. Stores  
**Area Research, Location Intelligence**  
**Downtown Cincinnati** | Ohio  
**Senior Manager** | 1993-2000

**Target Corporation** | Dayton-Hudson  
**Market Research & Analysis**  
**Downtown Minneapolis** | Minnesota  
**Senior Market Analyst** | 1990-1993



**LandUseUSA**  
UrbanStrategies

### mailing address

**LandUseUSA | Urban Strategies**  
6971 Westgate Drive  
Laingsburg, Michigan 48848  
[www.LandUseUSA.com](http://www.LandUseUSA.com)

**DBE-Certified**

## Services Overview

**We provide professional consultation services with specialization in real estate market research and analysis. Our work includes place-based target market analysis, downtown market strategies, housing and retail market studies, and land use economics. Our services are customized for each unique place and project; and backed by industry intelligence on the lifestyle preferences of established residents, commuters, tenants, shoppers, and migrating households.**

**communities** - We assist communities of all sizes by measuring the market potential for housing, retail, and mixed-use projects. Results are often used to guide the process of updating master plans and zoning ordinances; make policy decisions about land use and investment; and validate or refute the feasibility of site-specific development proposals.

**urban planners** - We support planning firms by demonstrating the economic viability of their master plans and site plans. We conduct the market analysis in the earliest stages of each planning project, and support our teams throughout the planning and stakeholder engagement process.

**developers** - We help developers by identifying investment opportunities, optimal land use strategies, and attainable rents and values per square foot. We are experts at forecasting market opportunities by building format, tenure, rent, value, unit size, and absorption rate.

**downtowns** - We help downtowns identify the optimal mix of merchants and tenants for filling brick-and-mortar retail space. We also help by forecasting the market potential for urban lofts above street-front retail; and for townhouses, row houses, and other missing housing formats that can help transition into the surrounding neighborhoods.

**nationwide** - Our experience is coast-to-coast, from Alaska to Puerto Rico, and from California to Maine. We are DBE-certified in numerous states; and we are currently working on projects and assisting planning teams in California, Iowa, Colorado, Missouri, and Maryland.

### services overview

market research & analysis  
target market analysis  
housing and retail studies  
highest and best use studies  
downtown market studies  
optimal land use strategies  
economic growth strategies  
planning support services  
real estate consultations  
location intelligence

### speaking engagements

university, college lectures  
conferences, workshops  
developer forums, tutorials  
real estate bootcamps

### alliances and partnerships

**Incremental Dev. Alliance** | IDA  
Faculty Member

**Downtown Collaborative** | DC  
Collaborator



### board of directors

**CNU Michigan Chapter** | MICNU  
**Comm Develop. Assoc.** | MCDA

### additional affiliations

American Planning Assoc. | APA  
Association of Planning | MAP  
Downtown Association | MDA  
Community Dev. Assoc. | MCDA

## Retail Target Market Analysis

A Retail Target Market Analysis (TMA) involves a study of households who are on the move and seeking dynamic places for living, working, shopping, and playing. It focuses on households with preferences for urban places, including

downtown districts, mixed-use corridors, and surrounding neighborhoods. LandUseUSA uses the study results to develop local market strategies for specific types of retail, merchants, services, entertainment, and recreational venues.



### Methods and Industry Intelligence

- Identification of Target Market Households
- Lifestyle Preferences and Expenditures
- Migration Patterns and Movership Rates
- Demographic and Generational Shifts
- Shifting Trends in the Retail Industry
- Gaps in Retail Sales and Square Feet
- Tenant Strategies and Recruitment
- Location Strategies for Retail Placement
- Implications for the Placemaking Process
- Implications for Planning and Development

## Residential Target Market Analysis

A Residential Target Market Analysis (TMA) is a specialized study of households who are on the move and seeking dynamic places for living, working, shopping, and playing. It focuses on households with a preference for urban

places, including downtown districts, mixed-use corridors, and surrounding neighborhoods. Study results are used to identify Missing Middle Housing format, particularly attached units in mixed-use projects and urban settings.



### Methods and Industry Intelligence

- Identification of Target Market Households
- Lifestyle Preferences and Expenditures
- Migration Patterns and Movership Rates
- Demographic and Generational Shifts
- Shifting Trends in the Housing Industry
- Gaps by Tenure, Price, and Unit Size
- Strategies by Missing Middle Housing Typology
- Location Analysis and Placement Strategies
- Implications for the Placemaking Process
- Implications for Planning and Development

## Downtown Market Strategies

LandUseUSA specializes in Downtown Market Strategies, which often begin with conventional supply-demand and gap analyses, and may be supplemented by a Target Market Analysis approach. Your downtown market strategy can be customized to address any mix of land-use categories, including housing, retail, services,



recreation, and entertainment venues. The analysis can also be applied to urban corridors, business improvement districts, and other special study areas. Our studies are often used with town planning, master plans, and subarea plans to build a downtown vision for the future.

### Methods and Industry Intelligence

- Competition and Supply Inventories
- Supply-Demand and Gap Modeling
- Location Analysis and Site Optimization
- Site Feasibility, Highest and Best Use
- Tenant Strategies and Mixed-Use
- Sales and Revenue Forecasting
- Economic Growth Strategies
- Business Recruitment Strategies
- Support for Master Plans, Subarea Plans
- Implications for the Placemaking Process
- Analysis of Local PlaceScores™



Curriculum Vitae  
Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
LandUseUSA | Urban Strategies



## Professional Consulting; 2001 – Current

Sharon Woods is the Principal and founder of LandUseUSA | Urban Strategies, a professional consulting firm that serves the entire United States from its offices in central Michigan. Sharon has over 30 years of professional experience, including 19 years in consulting preceded by 12 years with Fortune 500 corporations (General Motors, Sears, Macy's, and Target).

Sharon provides real estate advisory services in the fields of market research and analysis, downtown and community development, urbanism and placemaking, and land use economics. She specializes in Target Market Analysis methods and the development of optimal land uses and economic growth strategies for wide range of clients, including state agencies, jurisdictions, planners, and private land developers.

Sharon is especially known for her skills in identifying missing building formats for urban places, and formulating strategies that leverage local assets while creating enjoyable places for living, working, and playing. She focuses on identifying market opportunities for missing building formats that support and encourage culturally diverse communities. Her skills span all land use categories, including retail and merchant space, hotels, entertainment and recreational venues, placemaking amenities, urban housing formats, and mixed-uses with professional space.

Sharon is a certified Counselor of Real Estate through an invitation-only organization that holds its members to internal high standards and the core principles of knowledge, experience, wisdom, integrity, and distinction. She serves on the Board of Directors for the state chapter of the Congress for the New Urbanism (CNU) and is a past board member with the Community Development Corporation (MCDA). In the national arena, she is also a faculty member with the Incremental Development Alliance (Inc Dev); and an instructor the Form Based Code Institute's (FBCI) Resource Council.

## Employment History; 1990 – Current

LandUseUSA | Urban Strategies (2008 – Current); President and CEO, Founding Principal  
Anderson Economic Group (2003 – 2008); Principal and Practice Area Director  
General Motors | Urban Science (2002 – 2003); Senior Manager of Location Intelligence  
Sears Holdings, Inc | Kmart Corp (2001 – 2002); Director of Real Estate Strategies  
Macy's Inc | Federated Department Stores (1993 – 2001); Senior Manager, Area Research  
Target Corp | Dayton-Hudson Corp (1990 – 1993); Senior Analyst, Market Research

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

Advanced Education; 1985 – Current

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FBC | Form Based Code Institute | Certified – 2019  
 CNUa | Congress for the New Urbanism | Certified – 2017  
 NCI | National Charrette Institute | Master’s Certificate – 2016  
 MIplace | Placemaking Curriculum | All 6 Modules at Advanced 300 Level – 2014  
 MCP | University of Michigan – Extension | Master Citizen Planner – 2009  
 NAR | Middleton School of Real Estate | Continuing Education – 2002  
 MA | Miami University of Ohio | Master of Liberal Arts (Applied Geography) – 1988 – 1990  
 BA | University of Wisconsin | Bachelor of Liberal Arts (Applied Geography) – 1985 – 1988

Professional Memberships and Affiliations

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<i>Acronym</i>	<i>Association Name</i>	
CRE	Counselors of Real Estate	Certified
FBCI	Form Based Code Institute	Certified
CNUa	Congress for the New Urbanism	Certified
NCI	National Charrette Institute	Certified
MA	Masters Degree – Applied Geography	Summa Cum Laude
MIcNU	Congress for New Urbanism   Michigan	Current Board Member
MCDA	Michigan Comm. Development Assoc.	Past Board Member
IncDev	Incremental Development Alliance	Faculty Member
MAP	Michigan Association of Planning	TMA Instructor, Author
MSU LPI	Michigan Placemaking Curriculum	Past Curriculum Instructor
MU	Miami University – Oxford, Ohio	Alumni, Geography Mentor
FBCI	Form Based Code Resource Council	Instructor, Council Member
ICSC	International Council of Shopping Centers	Lifetime Member
LOCUS	Smart Growth America	Member
APA	American Planning Association	Member
MDA	Michigan Downtown Association	Member

Curriculum Vitae  
Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
LandUseUSA | Urban Strategies

Conference Presentations (non-contractual – pro bono)

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**Maine** | An Introduction to Target Market Analysis | June 2020  
NE CNU | Build Main Regional Congress | Lewiston

**Kentucky** | Using Granular Data in Innovative Ways | June 2019  
CNU27 | The 27<sup>th</sup> Congress for the New Urbanism | Louisville

**Georgia** | Activating Waterfront Retail with the Urbanism Toolbox | May 2018  
CNU26 | The 26<sup>th</sup> Congress for the New Urbanism | Savannah

**Arizona** | Highest and Best Use: Smart Retail Land Use Strategies | March 2015  
ALC | Accredited Land Consultants | National Land Conference | Tucson

**Ohio** | Using Applied Geography Degrees in the Job Market; Alumni Bicentennial | August 2006  
Miami University of Ohio | Department of Geography | Oxford

Data Driven Downtowns (“Easy Data, Cheap”) | November 2020  
MDA | **Michigan** Downtown Association | Virtual Annual Conference

Real Estate Development Boot Camp: Commercial + Residential | May 2012  
CEDAM | Community Economic Development Association of **Michigan**

To Big-Box, or Not; Location Strategies of Discount Department Stores | March 2012  
The City of Sturgis | Lunch and Learn Summit | **Michigan**

Turn on 28<sup>th</sup> Street Renovation and Retrofit (Award-Winning Project) | October 2011  
MAP | **Michigan** Association of Planning | Annual Conference

Performance Metrics for Site Decision-Making and Land Use | May 2008  
NBC | National Brownfield Conference | **Michigan**

Supporting Great Planning with Smart Economics | October 2006  
MAP | **Michigan** Association of Planning | Annual Conference

Lifestyle Centers Defined and Re-defined | October 2005  
MDA | **Michigan** Downtown Association | Annual Conference

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

TMA Public Presentations (non-contractual, pro bono)

<i>Acronym</i>	<i>Association</i>	<i>Location</i>	<i>Month</i>	<i>Year</i>
MMC	Metropolitan Mayors Caucus	Chicago IL	Jan.	2021
ULI	Urban Land Institute	Cincinnati OH	Nov.	2020
MI Treasury	Michigan Department of Treasury	Lansing MI	Oct.	2020
IncDev	Incremental Development Alliance	Flint	Jan.	2020
MCDA	Michigan Community Dev. Assoc.	Lansing	Dec.	2019
IncDev	Incremental Development Alliance	Kalamazoo	July	2019
IncDev	Incremental Development Alliance	Albion	Feb.	2019
IncDev	Incremental Development Alliance	Flint	Sept.	2019
Ticco	Place Shapers Detroit – A Retreat	Detroit	Nov.	2019
NWMCOG	Housing Summit by Housing North	Traverse City	Oct.	2019
IncDev	Incremental Development Alliance	South Bend IN	Oct.	2018
CED-N	Comm. Economic Dev. Network	Lansing	Oct.	2018
Mid-MEAC	Mid-Mich. Environ. Action Council	Lansing	Mar.	2018
MCDA	Michigan Community Dev. Assoc.	Lansing	Mar.	2018
MI-OUI	Michigan Office of Urban Initiatives	Lansing	Nov.	2016
MEDC	Michigan Economic Dev. Corp.	Lansing	Aug.	2016
MCDA	MI Comm. Development Assoc.	Bay City	Oct.	2016
MAP	MI Assoc. Planning Spring Institute	Lansing	Apr.	2016

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

TMA Public Presentations (non-contractual, pro-bono)

GCMPC	Genesee Co. Metro Planning	Flint	Oct.	2015
MDA	Michigan Downtown Assoc.	Kalamazoo	Oct.	2015
MAP	Michigan Assoc. of Planning	Detroit	Oct.	2015
MCDA	Michigan Comm. Dev. Assoc.	Greektown	Oct.	2015
MML	Michigan Municipal League	Detroit	Sept.	2015
HRS	HRS Communities (private)	Farmington Hills	May	2015
BMCC	Building MI Communities Conf.	Lansing	Apr.	2015
NEMCOG	Northeast MI Council of Gov.	Gaylord	Mar.	2015
H4H	Habitat for Humanity	Lansing	Nov.	2014
MCDA	Michigan Comm. Dev. Assoc.	Traverse City	Sept.	2014
MEDA	Michigan Economic Dev. Assoc.	Lansing	May	2014
BMCC	Building Michigan Communities	Lansing	April	2014
MCDA	Michigan Comm. Dev. Assoc.	Lansing	March	2014
SDBA	SW Detroit Business Assoc.	Detroit	Jan.	2014
SEMCOG	Michigan Placemaking Curriculum	Detroit	Jan.	2014
CMS	Developer's Forum	Jackson	Jan.	2014
MAP	Michigan Assoc. of Planning	Holland	Oct.	2013

Other Lectures and Seminars

1. Coaching and Mentoring; National Center for Disability Entrepreneurship; 2020 (2 webinars).
2. How Urban Places can Adapt after the Coronavirus; TICCO; April 2020 (1 webinar).
3. The Impact of Internet Sales on Retail Merchants; Calvin College Urbanism Class; 2019 (1 class).
4. Target Market Analysis Tutorial; Michigan Economic Development Corporation; 2016 (1 class).
5. Real Estate Site Selection, Location Analysis; Michigan State University; 2011 – 2013 (6 classes).
6. Community Economic Development Assoc. of MI (CEDAM); Real Estate Boot Camp; 2012.
7. Junior Achievement Program; Minneapolis Public Schools; Fall Term 1992 (6 classes).

Curriculum Vitae  
Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
LandUseUSA | Urban Strategies

Team Awards | Supporting Roles

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1. Michigan | The Governor's Initiative on Project Rising Tide – 2018 Recipients  
Planning and Economic Development Excellence; Michigan Assoc. of Planning – Detroit  
Program Sponsor: Michigan Economic Development Corporation – Lansing, Michigan  
Team Lead: Beckett & Raeder Associates (John Iacoangeli, AICP; Leah DuMouchel, AICP)  
LandUseUSA Contribution: Residential Target Market Analysis and Urban Strategies
2. Michigan | Turn on 28<sup>th</sup> Street Master Plan; City of Wyoming – 2011 and 2015 Recipients  
Regional/Urban Design; AIA Grand Valley – Grand Rapids, Michigan  
Team Lead: Nederveld, Inc. (Terry Sanford; Mark Miller, AICP)  
Partner: Williams & Works (Lynee Wells, AICP)  
Partner: Lott3Metz Architecture (Ted Lott)  
LandUseUSA Contribution: Retail and Commercial Market Strategies
3. Michigan | Vernor Crossings Place Plan; Southwest Detroit – 2015 Recipients  
Architectural Honor Award/Urban Design; AIA – Detroit, Michigan  
Project Sponsor: Michigan Municipal League (Luke Forrest, Richard Murphy)  
Team Lead: Archive DS Architects & Urbanists (Mark Nickita, AIA)  
LandUseUSA Contribution: Retail and Residential Target Market Analyses (TMA)
4. Michigan | Waterford Oaks Waterpark Design Competition – 2015 Finalists  
Project Sponsor: The Planning Division of Oakland County, Michigan  
Team Lead: Landscapers, Architects, Planners, Inc. (Bob Ford, ASLA, RLA)  
LandUseUSA Contribution: Market Assessment and Target Market Analysis (TMA)
5. Michigan | City of Jackson Design Competition – 2014 Recipients  
Project Sponsor: The Planning Division of the City of Jackson, Michigan  
Team Lead: Beckett & Raeder (John Iacoangeli, AICP; Leah DuMouchel, AICP)  
LandUseUSA Contribution: Economic Growth and Downtown Market Strategy
6. Illinois | Town Center and TOD Plan; Village of Prairie Grove – 2013 Recipients  
Best Strategic Plan; APA-IL Award – Chicago, Illinois  
Team Lead: Teska Associates (Kon Savoy, AICP; Nick Patera, PLA)  
LandUseUSA Contribution: Retail and Commercial Market Strategy

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

**Residential Target Market Analysis | 2019 - 2021**

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
<b>Target Market Analysis</b>	<b>Region 04   City of Muskegon Hts</b>	<b>June 2021 (underway)</b>
<b>Target Market Analysis</b>	<b>Region 10   City of Harper Woods</b>	<b>June 2021 (underway)</b>
<b>Target Market Analysis</b>	<b>Region 10   The City of Melvindale</b>	<b>June 2021 (underway)</b>
Target Market Analysis	Region 10   The City of Ecorse	Feb. 2021
Target Market Analysis	Region 10   The City of River Rouge	Feb. 2021
Target Market Analysis	Region 07   DeWitt Township	Jan. 2021
Target Market Analysis	Region 07   The City of East Lansing	Jan. 2021
Target Market Analysis	Region 04   Canadian Lakes	Jan. 2021
Target Market Analysis	Region 05   The City of Bay City	Dec. 2020
Target Market Analysis	Region 07   The City of Ionia	Nov. 2020
Target Market Analysis	Region 08   The City of Portage	Oct. 2020
Target Market Analysis	Region 04   The City of Big Rapids	March 2020
Target Market Analysis	Region 05   The City of Alma	Jan. 2020
Target Market Analysis	Region 09   The City of Monroe	Jan. 2020
Target Market Analysis	Region 10   The City of Inkster	Jan. 2020
Target Market Analysis	Region 02   Northwest Michigan	Nov. 2019
Target Market Analysis	Region 10   The City of Hamtramck	Sept. 2019
Target Market Analysis	Region 10   Royal Oak Township	July 2019
Target Market Analysis	Region 10   The City of Woodhaven	June 2019
Target Market Analysis	Region 04   The City of Douglas	May 2019
Target Market Analysis	Region 08   The City of Dowagiac	March 2019
Target Market Analysis	Region 10   West Bloomfield Twp.	February 2019

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

**Other Types of Consulting Projects | 2019 - 2021**

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
<b>Retail + Residential Assessment</b>	<b>Ohio   Cuyahoga County</b>	<b>April 2021 (underway)</b>
<b>Residential + Industrial Study</b>	<b>Vermont   Rockingham County</b>	<b>Mar. 2021 (underway)</b>
<b>Retail Target Market Analysis</b>	<b>Arizona   South Tucson</b>	<b>Mar. 2021 (underway)</b>
Housing Target Market Analysis	<b>Maine</b>   6 Places in York County	December 2020
Retail + Quality of Life Study	Region 05   Garfield Township	December 2020
Pre-Development Strategy	Region 08   Plainwell – RRC	April 2020
Pre-Development Strategy	Region 06   Swartz Creek – RRC	April 2020
Economic Growth Strategy	Region 10   Clinton Township	March 2020
Economic Growth Strategy	Region 10   Woodbridge, Detroit	March 2020
Economic Growth Strategy	Region 06   Vienna Township	January 2020
Commercial Market Strategy	<b>Missouri</b>   The City of St. Charles	September 2019
Pre-Development Strategies	MI Project Rising Tide – Round 2	December 2019
Pre-Development Strategies	Region 09   Monroe County	June 2019
Real Estate, Land Use Consulting	<b>California</b>   The City of Ontario	2020 – 2025 (on call)
Real Estate, Land Use Consulting	<b>Colorado</b>   The City of Denver	2020 – 2025 (on call)
Real Estate, Land Use Consulting	<b>Iowa</b>   The City of Cedar Rapids	2020 – 2025 (on call)
Real Estate, Land Use Consulting	<b>Maryland</b>   BWI Marshall Airport	2020 - 2025 (on call)

RRC = Projects sponsored by the MEDC's Redevelopment Ready Communities Program.



Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 LandUseUSA | Urban Strategies

**Residential and Retail Market Studies | 2017 - 2018**

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Retail Market Strategy	Region 08   Texas Twp., Kazoo Co.	December 2018
Economic Growth Strategy	Region 09   Luna Pier, Monroe Co.	December 2018
Target Market Analysis	Region 06   Kettering Univ. – Flint	December 2018
Pre-Development Strategy	Region 04   Allegan – RRC	October 2018
Pre-Development Strategy	Region 01   Escanaba – RRC	October 2018
Pre-Development Strategy	Region 04   Middleville Village – RRC	October 2018
Pre-Development Strategy	Region 10   Roseville – RRC	October 2018
Data Analysis of Housing Needs	Region 10   Oakland County-wide	June 2018
Retail Market Assessment	Region 08   Comstock Township	May 2018
Housing Market Study	Region 01   The City of Hancock	April 2018
Housing Market Study	Region 04   The City of Muskegon	March 2018
Housing Market Study	Region 06   Downtown Flint	September 2017
Commercial Land Use Strategy	<b>Pennsylvania</b>   Port Erie Waterfront	August 2017
TMA Assessment	<b>Ohio</b>   The Village of Whitehouse	July 2017
TMA Assessment	<b>Pennsylvania</b>   Port Erie Waterfront	July 2017
Retail Market Assessment	<b>Ohio</b>   The Village of Whitehouse	July 2017
Retail Market Strategy Update	<b>Maryland</b>   BWI Marshall Airport	July 2017
Retail Target Market Analysis	Region 10   City of Lincoln Park	July 2017
TMA Assessment	Region 04   Village of Middleville	June 2017
TMA Summary Infographics	MI Project Rising Tide   Round One	May 2017
Target Market Analysis	Region 10   The City of Trenton	May 2017
Target Market Analysis	Region 10   The City of Wyandotte	May 2017
Target Market Analysis	Region 10   The City of Lincoln Park	May 2017
Target Market Analysis	Region 10   The City of River Rouge	May 2017
Target Market Analysis	Region 10   The City of Romulus	May 2017
Target Market Analysis	Region 09   The City of Monroe	April 2017
Target Market Analysis	Region 09   The City of Hillsdale	April 2017
Target Market Analysis	Region 06   The City of Port Huron	March 2017
Target Market Analysis	Region 10   The City of Royal Oak	March 2017
Retail Target Market Analysis	Region 09   The City of Monroe	April 2017

Curriculum Vitae  
Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
LandUseUSA | Urban Strategies

### Residential Target Market Analysis | 2016

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Target Market Assessment	Region 09   The City of Howell	November 2016
Target Market Analysis	Region 05   East Central Michigan	October 2016
Target Market Analysis	Region 10   The City of Northville	October 2016
Target Market Analysis	Region 06   The City of Burton	August 2016
Target Market Analysis	Region 06   The City of St. Clair	August 2016
Target Market Analysis	Region 01   Upper Peninsula	May 2016
Target Market Analysis	Region 03   Northeast Michigan	March 2016
Target Market Analysis	Region 08   Southwest Michigan	June 2016

### Retail Target Market Analysis | 2016

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Retail Target Market Analysis	Region 1a   Houghton County	December 2016
Retail Target Market Analysis	Region 1a   Baraga County	December 2016
Retail Target Market Analysis	Region 1a   Gogebic County	December 2016
Retail Target Market Analysis	Region 1a   Ontonagon County	December 2016
Retail Target Market Analysis	Region 1a   Iron County	December 2016
Retail Target Market Analysis	Region 10   The City of Rochester	August 2016
Retail Target Market Analysis	Region 06   The City of Burton	August 2016
Retail Target Market Analysis	Region 10   The City of Northville	August 2016

### Other Consulting Projects | 2016

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<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Commercial Site Assessments	<b>Texas</b>   SGR Airport, Houston	May 2016
Commercial Site Assessments	<b>Maryland</b>   MTN Airport, Baltimore	May 2016
Commercial Market Strategies	<b>Maryland</b>   BWI Airport, Baltimore	May 2016
Mixed-Use Site Assessment	Region 02   Portage Lake Point	July 2016
Mixed-Use Market Strategy	Region 04   City of Norton Shores	July 2016
Residential Market Strategy	Region 10   The City of Troy	May 2016
Mixed-Use Site Assessment	Region 07   MSU Gateway, Lansing	May 2016

Curriculum Vitae  
Sharon Woods, CRE, CNUA, FBCI, NCI, MA  
Principal Owner | LandUseUSA

Residential Target Market Analysis | 2015

<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Target Market Analysis	Region 04   Muskegon County	September 2015
Target Market Analysis	Region 06   The City of Flint	September 2015
Target Market Analysis	Region 09   Washtenaw County	September 2015
Target Market Analysis	Region 10   Southwest Detroit	June 2015
Target Market Analysis	Region 04   The City of Holland	June 2015
Target Market Analysis	Region 04   Mason County	June 2015

Retail Target Market Analysis | 2015

<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Retail Target Market Analysis	Region 10   Southwest Detroit	September 2015
Retail Target Market Analysis	Region 04   Mason County	March 2015

Other Consulting Projects | 2015

<i>Project Type</i>	<i>Location (Region   Market)</i>	<i>Date Completed</i>
Retail Market Assessment	Region 04   The City of Stanton	March 2015
Recreation Destination Strategy	Region 08   Oshtemo Township	June 2015
Recreation Destination Strategy	Region 10   Waterford Township	March 2015
Residential Market Strategy	Region 10   Canton Township	March 2015

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 Principal Owner | LandUseUSA

**Residential Target Market Analysis | 2013 - 2014**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Target Market Analysis	Region 02   Northwest Michigan	November 2014
Target Market Analysis	Region 02   City of Traverse City	July 2014
Target Market Analysis	Region 03   The City of Onaway	August 2014
Target Market Analysis	Region 04   Newaygo County	August 2014
Target Market Analysis	Region 09   The City of Jackson	September 2014
Target Market Analysis	Region 09   Washtenaw County	September 2014
Target Market Analysis	Region 10   The City of Wyandotte	July 2014
Target Market Analysis	Region 10   Mexicantown Detroit	July 2014
Target Market Analysis	Region 07   Greater Lansing Area	July 2013

**Other Consulting Projects | 2013 - 2014**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Retail Market Assessment	Filer Township, MI	October 2014
Economic Growth Strategy	The City of Jackson, MI	September 2014
Mixed-Use Market Strategy	Bentonville-Rogers, AR	March 2014
Retail Market Strategy	The City of Portage, MI	January 2014
Downtown Market Strategy	The City of Owosso, MI	December 2013
Downtown Market Strategy	Village of Roscommon, MI	November 2013
Economic Growth Strategy	The City of Beckley, WV	November 2013
Downtown Market Strategy	Grosse Ile Township, MI	November 2013
Highest and Best Use Strategy	5 Campgrounds in MI	October 2013
Downtown Market Strategy	The Village of Sparta, MI	October 2013
Master Plan Consulting	Will Rogers World Airport, OK	September 2013
Mixed Use Market Strategy	San Diego Int'l Airport, CA	May 2013
Corridor Market Strategy	The City of Birmingham, MI	July 2013
Mixed-Use Market Strategy	The City of Milford, MI	March 2013
Mixed-Use Market Strategy	Standale (Grand Rapids), MI	February 2013
Planning Advisory Services	Delta Township, MI	January 2013

Curriculum Vitae  
Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
Principal Owner | LandUseUSA

Consulting Projects | 2012

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Downtown Market Strategy	Adams (Wisc. Dells), WI	November 2012
Residential Market Potential	Three Oaks-New Buffalo, MI	November 2012
Residential Market Potential	Calumet-Hancock, MI	December 2012
Corridor Market Strategy	Delta Township, MI	November 2012
Residential Market Potential	Au Gres-Bay City, MI	July 2012
Downtown Market Strategy	City of Sylvania, OH	April 2012
Corridor Improvement Strategy	City of Niles, MI	February 2012
Retail Market Strategy	Grand Blanc Township, MI	January 2012

Consulting Projects | 2011

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Retail Impact Analysis	City of South Haven, MI	December 2011
Retail Market Strategy	City of Grand Blanc, MI	November 2011
Farmers' Market Strategy	City of Kalamazoo, MI	November 2011
Downtown Market Strategy	Village of Kalkaska, MI	October 2011
Downtown Market Strategy	City of St. Clair, MI	October 2011
Corridor Market Strategy	City of Wyoming, MI	March 2011
Economic Growth Strategy	Greater Cincinnati, OH-KY-IN	February 2011
Business Campus Strategy	City of Coldwater, MI	January 2011

Curriculum Vitae  
 Sharon Woods, CRE, CNUa, FBCI, NCI, MA  
 Principal Owner | LandUseUSA

**Consulting Projects | 2009 - 2010**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Commercial Market Strategy	Will Rogers World Airport, OK	December 2010
Boundary Agreement Strategy	City of Merrill, WI	November 2010
Retail Anchor Recruitment	City of Jackson, MI	October 2010
TOD Master Plan Strategy	Village of Prairie Grove, IL	May 2009
Residential Market Potential	City of Traverse City, MI	April 2009
Urban Grocery Strategy	City of Jackson, MI	April 2009
Economic Growth Strategy	City of Merrill, WI	February 2009
Downtown Market Strategy	City of Rogers City, MI	January 2009
Downtown Market Strategy	Village of Ravenna, MI	January 2009
Business Campus Assessment	City of Coldwater, MI	January 2009

**Consulting Projects | 2008**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Retail Market Strategy	Coppell; Dallas – Ft. Worth, TX	June 2008
Retail Market Strategy	Orland Park; Chicago, IL	June 2008
Economic Growth Strategy	Gaines Twp.; Grand Rapids, MI	June 2008
Economic Growth Strategy	Old Brooklyn; Cleveland, OH	June 2008
Economic Growth Strategy	Scio Twp.; Ann Arbor, MI	May 2008
Retail Market Strategy	Toledo, OH	May 2008
Retail Market Strategy	Westland; Detroit, MI	April 2008
Residential Market Potential	Grand Haven, MI	March 2008
Mixed-Use Market Strategy	Bowling Green, KY	March 2008
Forensic Research, Fiscal Impact	Ann Arbor Twp., MI	March 2008
Residential Market Potential	Salt Lake City, UT	January 2008
Mixed-Use Market Strategy	Gibraltar; Detroit, MI	January 2008
Retail Market Strategy	Kalamazoo, MI	January 2008
Residential Market Potential	Johnson Co.; Kansas City, KS	January 2008

Curriculum Vitae  
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Consulting Projects | 2007

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Completed</i>
Retail Market Strategy	Battle Creek, MI	December 2007
Residential Market Potential	Downers Grove, IL	December 2007
Residential Market Potential	Byron Twp, Grand Rapids, MI	November 2007
Residential Market Potential	Taylor, MI	October 2007
Residential Market Potential	Nashville, TN	October 2007
Retail Market Strategy	St. Clair, MI	October 2007
Master Plan Review	Lapeer, Oakland Co., MI	September 2007
Residential Market Potential	Village of Redford, MI	August 2007
Retail Market Strategy	Mt. Pleasant, MI	August 2007
Residential Market Potential	Iowa City, IA	August 2007
Mixed-Use Market Strategy	Waterford Twp., MI	July 2007
Residential Market Potential	Palm Coast, FL	July 2007
Residential Market Potential	Voorhees, NJ, Philadelphia	July 2007
Mixed-Use Market Strategy	Louisville, Oldham Co., KY	June 2007
Medical Feasibility Analysis	Olde Town, Lansing, MI	June 2007
Fiscal Impact Analysis	Troy, MI	May 2007
Commercial Market Strategy	Lincoln, Alcona Co., MI	May 2007
Residential Market Potential	Midland, MI	May 2007
Residential Market Potential	Biloxi-Ocean Springs, MS	May 2007
Retail Market Strategy	Swartz Creek, MI	April 2007
Retail Market Strategy	Westland, MI	April 2007
Downtown Market Strategy	Howell, MI	March 2007
Residential Market Potential	Fayetteville-Rogers, AR	March 2007
Residential Market Potential	Pittsburg, PA	March 2007
Retail Market Strategy	Birmingham, MI	February 2007
Residential Market Potential	Lansing, MI	February 2007
Retail Market Strategy	West Branch, Ogemaw Co., MI	February 2007
Residential Market Potential	Perry, MI	February 2007
Economic Growth Strategy	Village of Lincoln, MI	January 2007

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**Consulting Projects | 2006**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Downtown Market Strategy	Howell, MI	December 2006
Downtown Market Strategy	Escanaba, MI	December 2006
Retail Market Strategy	Meridian Twp., MI	November 2006
Downtown Market Strategy	Adrian, MI	November 2006
Retail Market Strategy	Eaton County, MI	November 2006
Retail Market Strategy	Long Branch / Monmouth Co., NJ	October 2006
Residential Market Potential	Grand Traverse Co., MI	September 2006
Mixed-Use Market Strategy	City of Mt. Pleasant, MI	September 2006
Economic Growth Strategy	Oscoda County, MI	September 2006
Residential Market Potential	Howell, MI	August 2006
Residential Market Potential	Bath Twp., MI	August 2006
Residential Market Potential	Boise, ID	August 2006
Mixed-Use Market Potential	Kenosha, WI	July 2006
Residential Market Potential	Wisconsin and Illinois	July 2006
Residential Market Potential	Grand Traverse Bay Area, MI	July 2006
Retail Location Strategy	Nampa and Pocatello, ID	July 2006
Retail Location Strategy	Price and Cedar City, UT	July 2006
Retail Location Strategy	Tucson, AZ	July 2006
Mixed-Use Market Strategy	Racine, WI	June 2006
Forensic Research; Mixed-Use	Huron Twp., MI	June 2006
Retail Market Strategy	Walker / Grand Rapids, MI	April 2006
Mixed-Use Market Strategy	Grand Traverse Bay Area	April 2006
Residential Market Potential	Zeeland, Holland, MI	March 2006
Residential Market Potential	Grand Rapids, MI	March 2006
Retail Market Strategy	Lansing, MI	February 2006
Downtown Market Strategy	Albion, MI	February 2006
Residential Market Potential	Howell, MI	January 2006
Retail Market Strategy	Fishers, Indianapolis, IN	January 2006



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**Consulting Projects | 2005**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Land Use Feasibility Analysis	Pleasant Prairie, Kenosha, WI	December 2005
Economic Growth Strategy	Dearborn Heights, MI	November 2005
Downtown Market Strategy	Hart, MI	November 2005
Residential Market Potential	Bristol / Kenosha, WI	November 2005
Residential Market Potential	Madison, WI	October 2005
Residential Market Potential	Post Falls / Spokane, WA	October 2005
Retail Location Strategy	Las Vegas, NV	September 2005
Retail Location Strategy	Phoenix-Mesa, AZ	September 2005
Retail Market Strategy	Lafayette, LA	September 2005
Retail Market Strategy	Kansas City / Johnson Co., MO	September 2005
Mixed-Use Market Strategy	Springdale, AR	July 2005
Downtown Market Strategy	Iron Mountain, MI	June 2005
Retail Market Strategy	Grand Traverse Co., MI	June 2005
Residential Market Potential	Auburn Hills / Detroit, MI	June 2005
Residential Market Potential	Mt. Clemens / Detroit, MI	June 2005
Residential Market Potential	Dundee, MI	June 2005
Residential Market Potential	Linden-Fenton, MI	May 2005
Downtown Market Strategy	Belleville, MI	April 2005
Residential Market Potential	Wyoming / Grand Rapids, MI	March 2005
Residential Market Potential	Grand Traverse Bay Area, MI	March 2005
Residential Market Potential	Putnam Co., WV	February 2005
Mixed-Use Market Strategies	Ashwaubenon / Green Bay, WI	January 2005

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Consulting Projects | 2004

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Retail Market Strategy	Pleasant Prairie, Kenosha, WI	December 2004
Residential Market Potential	Zeeland, Holland, MI	December 2004
Mixed-Use Market Strategy	Lansing Twp., MI	November 2004
Mixed-Use Market Strategy	Cannon Twp., Grand Rapids, MI	October 2004
Economic Market Analysis	Columbia, MO	October 2004
Downtown Market Strategy	Roscommon, MI	September 2004
Retail Market Strategy	Wyoming, Grand Rapids, MI	September 2004
Mixed-Use Market Assessment	Stamford, CT	August 2004
Retail Location Strategy	Orange Co., CA	July 2004
Retail Location Strategy	Riverside-San Bernardino, CA	July 2004
Retail Location Strategy	San Diego, CA	July 2004
Retail Market Strategy	Big Rapids, MI	June 2004
Forensic Research	Acme Twp., MI	June 2004
Mixed-Use Market Strategies	Marshall, MI	June 2004
Retail Location Strategy	Salt Lake City, UT	May 2004
Residential Market Potential	Atlanta, GA	April 2004
Retail Market Strategy	Bowie, MD	March 2004
Economic Growth Strategy	Manistique, Schoolcraft Co., MI	March 2004
Downtown Market Study	Grayling, Crawford Co., MI	February 2004
Forensic Research, Analysis	Toledo, OH	January 2004

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**Consulting Projects | 2003**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Forensic Research, Real Estate	Franklin, Nashville, TN	November 2003
Residential Market Potential	Southgate, MI	September 2003
Retail Market Strategy	Georgetown, Grand Rapids, MI	September 2003
Downtown Market Strategy	Beaverton, MI	September 2003
Retail Market Strategy	Port St. Lucie, FL	July 2003
Retail Market Strategy	Oyster Bay, Long Island, NY	June 2003
Downtown Market Strategy	Glenview, Chicago, IL	April 2003
Urban Redevelopment Strategy	Santurce, San Juan, PR	January 2003

**Consulting Projects | 2001 - 2002**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Residential Market Potential	Milwaukee, WI	November 2002
Retail Market Strategy	Milwaukee, WI	October 2002
Waterfront Market Strategy	Muskegon, MI	October 2002
Auto Dealership Expansions	Midwest and Northeast	2001 - 2002
Auto Dealership Terminations	Midwest and Northeast	2001 – 2002

**Sears/Kmart Projects | 2000 - 2001**

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<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Nationwide Market Prioritization	Nationwide	December 2001
Montgomery Ward Acquisition	Nationwide	September 2001
Kmart Market Wide Strategy	Atlanta, GA	July 2001
Kmart Market Wide Strategy	Kansas City, MO-KS	June 2001
Kmart Market Strategy	Mobile, AL	March 2001

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Macy's/Federated Projects | 2000

<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Annual Retail Sales Audits	Nationwide	1997 – 2000 (yearly)
Bon Marche Expansion Strategy	Spokane, WA	September 2000
Gottschalk's/Lamont's Strategy	Washington and Idaho	April 2000
Mervyn's Market Analysis	Washington, Oregon, Idaho	July 2000
Major Retail Location Analysis	Northwest States	July 2000
Bon Marche Expansion Strategies	Great Falls, Kalispell, MT	May 2000
Bon Marche Furniture Strategies	Portland, OR	July 2000
Rich's Market Strategy	Nashville, TN	July 2000
Rich's Market Strategy	Atlanta, GA	October 2000
Kohl's Impact Analysis	Atlanta, GA	August 2000

Macy's/Federated Projects | 1999

<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Emporium Acquisition Strategy	Washington and Idaho	November 1999
Eaton's Acquisition Strategy	Canada, nation-wide	November 1999
ZCMI Acquisition Strategy	Nationwide	September 1999
Bon Marche Expansion Strategy	Seattle, WA	April 1999
Bon Marche Baseline Sales	Spokane, WA	March 1999
Bon Marche Expansion Strategy	Boise, ID	March 1999
Bon Marche Expansion Strategy	Helena, MT	August 1999
Bon Marche Furniture Strategies	Portland-Vancouver, OR-WA	October 1999
Rich's Expansion Strategy	Atlanta, GA	March 1999

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Macy's/Federated Projects | 1998

<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Date Completed</i>
Mall Expansion Strategy	Somerset Collection, MI	August 1998
Bon Marche Expansion Strategy	Issaquah, WA	August 1998
Emporium Acquisition Strategy	Washington and Idaho	November 1998
Bon Marche Expansion Strategy	Seattle, WA	April 1998
Bon Marche Baseline Sales	Spokane, WA	March 1998
Bloomington's Market Strategy	New Haven, CT	June 1998
Lazarus Market Strategy	Cincinnati, OH	April 1998
Lazarus Market Strategy	Columbus, OH	January 1998

Macy's/Federated Projects | 1994 - 1997

<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Year Completed</i>
Macy's Expansion Strategy	Wenatchee, WA	1997
Bon Marche Expansion Strategy	Bend, OR	1997
Bloomington's Market Analysis	Greater Miami, FL	1996
Bloomington's Market Strategy	Las Vegas, NV	1996
New Mall Feasibility Study	Great Lakes Crossing, MI	1995
John Wanamaker Acquisition	Philadelphia, PA	1995
Bloomington's Market Strategy	Washington D.C.	1995
Macy's Market-wide Strategy	Greater New York, NY-NJ-CT	1994
Macy's Market-wide Strategy	Greater Boston, MA	1994
Macy's Market-wide Strategy	Greater Rhode Island	1994

Target/Dayton-Hudson Projects | 1990 - 1993

<i>Project Type</i>	<i>Location (Market and State)</i>	<i>Year Completed</i>
Venture Stores Acquisition	Gary-Hammond-Portage area	1993
Target Expansion Strategy	Merrillville and Valparaiso	1993
Target Market-wide Strategy	Greater Cleveland, OH	1992
Target Market-wide Strategy	Greater Kansas City, KS	1991
Target Stores Market Strategy	Greater Madison, WI	1991
Target Expansion Strategy	Greater Sacramento, CA	1990
Target Expansion Strategy	Greater Milwaukee, WI	1990