



City of Plymouth Planning Commission

Regular Meeting Agenda

Wednesday, April 9, 2025 – 7:00 p.m.

PLYMOUTH CULTURAL CENTER – 525 FARMER

& Online Zoom Webinar

City of Plymouth
201 S. Main
Plymouth, MI 48170

www.plymouthmi.gov
Phone 734-453-1234

<https://us02web.zoom.us/j/85314285215>

Passcode: 838454

Webinar ID: 853 1428 5215

1. CALL TO ORDER
 - a. Roll Call
2. CITIZENS COMMENTS
3. APPROVAL OF THE MINUTES
 - a. Approval of the March 12, 2025 meeting minutes
 - b. Approval of the March 19, 2025 special meeting minutes
4. APPROVAL OF THE AGENDA
5. COMMISSION COMMENTS
6. PUBLIC HEARINGS
7. OLD BUSINESS
 - a. PUD23-01: 1100 W. Ann Arbor Trail, Revised Preliminary PUD
8. NEW BUSINESS
9. REPORTS AND CORRESPONDENCE
10. ADJOURNMENT

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

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

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

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

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

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

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

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

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

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

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

-Plymouth Mayor Joe Bida November 1977



Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, March 12 , 2025 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. CALL TO ORDER

Chair Hollie Saraswat called the meeting to order at 7:01 p.m.

Present: Chair Saraswat, Vice Chair Kyle Medaugh, Commissioners Zachary Funk, Trish Horstman, Dave Scott

Excused: Commissioners Sidney Fillipis, Joe Hawthorne, Marni Schroeder, Eric Stalter

Also present: Planning and Community Development Director Greta Bolhuis, Planning Consultant Sally Elmiger

2. CITIZENS COMMENTS

There were no citizen comments,

3. APPROVAL OF MEETING MINUTES

Funk offered a motion, seconded by Medaugh, to approve the minutes of the February 12, 2025 meeting as amended.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Medaugh offered a motion, seconded by Horstman, to approve the agenda for March 12, 2025.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. COMMISSION COMMENTS

There were no commission comments.

6. PUBLIC HEARINGS

There were no public hearings.

7. OLD BUSINESS

a. PUD 24-01: 230 Wilcox, Final PUD

Applicant Greg Donofrio described the proposed project.

Ellen Elliott, 404 Irvin, spoke in support of the project.

Karen Sisolak, 939 Penniman, spoke in support of the project.

Saraswat informed the applicant that, with only five planning commissioners in attendance, three of the five would have to vote yes for the recommendation to move forward. She told the applicant that he could wait until the full commission was in attendance, when five of nine would constitute a majority vote. He elected to move forward.

Elmiger reviewed her report and advised the Planning Commission to specify potential uses for the site, listed below. There was extensive discussion on each point.

List of Uses in B-1 Local Business District and Requested by Applicant (page 19 of report)

***CWA Recommended Uses Indicated by Red Font**

B-1 – Local Business District – Principal Uses Permitted

1. Office buildings for any of the following occupations: governmental, executive, administrative, professional, accounting, writing, clerical, stenographic, drafting, sales, post offices and public utility offices.
2. Medical office and dental office, including clinics.
3. Banks, credit unions, savings and loan associations, and other financial institutions including drivethrough facilities, drive-through branches, and/or 24-hour automatic tellers.
4. Private clubs and lodge halls.
5. Off-street parking lots.
6. Meeting halls and related services.
7. Any generally recognized retail business which supplies commodities on the premises, for persons residing in adjacent residential areas such as: convenience grocery stores, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions or hardware.
8. Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, dry cleaning shops, tailor shops, beauty parlors, barbershops. Any service establishment of an office-showroom or workshop nature of an electrician, decorator, dressmaker, tailor, shoemaker, baker, commercial printing/copying, upholsterer, or an establishment doing radio, television or home appliance repair, photographic reproduction, and similar establishments that require a retail adjunct and of no more objectionable character than the aforementioned subject to the following provision: No more than five (5) persons shall be employed at any time in the fabrication, repair and other processing of goods.
9. Restaurants not serving alcoholic beverages, sit-down restaurants, carry-out restaurants or other places serving food except those having the character of a drive-in, or having a drive-through component.
10. Video rental establishments. N.A.
11. Veterinary clinic.
12. Neighborhood retail plaza containing multi-tenant spaces totaling less than 50,000 square feet. Y
13. Professional offices of physicians, lawyers, dentists, chiropractors, architects, engineers, and similar or allied professions.
14. Other uses similar to the above and subject to the following restrictions:
 - a. All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced.
 - b. All business, servicing, or processing, except off-street parking or loading, shall be conducted within completely enclosed buildings.
15. Accessory structures, uses and signs customarily incident to the above permitted uses and subject to all requirements of this chapter.

16. Residential shall be permitted provided such living units are located on the second floor or above.

B-1 – Local Business District – Special (Page 20 of Report)

1. Publicly-owned buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations, and gas regulator stations (excluding outdoor storage yards).
2. Accessory buildings and uses customarily incident to any of the above uses.
3. One-family detached dwellings, two-family dwellings, multi-family dwellings.
4. Bars and lounges or restaurants serving alcohol subject to the following:
 - a. The bar, lounge, or restaurant serving alcohol shall be restricted to a specific size and square footage. Any increase in square footage or expansion of restaurant operations which serve alcoholic beverages shall be subject to a new or amended special use permit.
 - b. The community development director shall request a report from the city's director of public safety regarding the possible impacts of the establishment serving alcoholic beverages. The planning commission shall consider this report in their evaluation of the request for special land use approval.

Additional Uses Requested by the Applicant

1. Medical office, dental office, physical therapy and chiropractic office; including clinics. N (Listed in B-3)
2. Professional offices of lawyers, architects, engineers, and similar or allied professions.
3. Offices and showrooms of plumbers, electricians, decorator or similar trades, in connection with which not more than 25 percent of the floor area of the building or part of the building occupied by the establishment is used for making, assembling, remodeling, repairing, altering, finishing, or refinishing its products or merchandise; and provided that the ground floor premises facing upon, and visible from any abutting street shall be used only for entrances, offices, or display. All storage of material on any land shall be within the confines of the building or part thereof occupied by the establishment.
4. Pool or billiard parlor or club.
5. Storage of materials or goods to be sold at retail provided such storage is within a building or is enclosed as not to be visible to the public from any abutting non-industrial district or public street.
6. Any of the following uses shall be permitted when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. That portion of land used for open storage facilities for materials or equipment, shall be screened from view of public roadways and any adjoining residential uses.
 - a. The manufacture, compounding, processing, packaging or treatment of such products as, but not limited to: bakery goods, candy, cosmetics, pharmaceutical, toiletries, food products, hardware and cutlery, tool, die, wood, glass, metal, gauge and machine shops, breweries, wineries and distilleries.
 - b. Warehousing and wholesale establishments.
 - c. The manufacture, compounding, assembling, reassembly, packaging or treatment of articles or merchandise from previously prepared materials.
 - d. The manufacture of textiles, ceramics, glass, clay or stone product.
 - e. Manufacture of instruments, plastics or plastic molded products.
7. Any of the following uses charged with the principal function of basic research, design pilot or experimental product development, and medical facilities when conducted within a completely enclosed building:
 - a. Life science technology and medical laboratories, including but not limited to medical support facilities, biomedical engineering, biotechnology, genomics, proteomics, molecular and chemical ecology.
 - b. Material science products, including but not limited to plastics, polymers, laser technology and robotics.
 - c. Information technology, including but not limited to electronics, data processing and computer hardware and software.
 - d. Automotive.
 - e. Alternative energy.
 - f. Food products and beverages.

Funk offered a motion, seconded by Horstman, to recommend to the City Commission final approval of PUD 24-01 at 231 Wilcox with the following specific permitted uses as outlined in the Carlisle Wortman report:

Page 19 – B-1 Principal Uses:

- | | | |
|--------|---------|---------|
| 1. yes | 8. yes | 15. yes |
| 2. no | 9. yes | 16. yes |
| 3. no | 10. no | |
| 4. yes | 11. no | |
| 5. no | 12. yes | |
| 6. yes | 13. yes | |
| 7. yes | 14. Yes | |

Page 20 –B-1 Special Land Uses:

1. no
2. yes
3. no
4. no

Page 20 – Additional Requested Uses

1. no
2. no
3. no
4. yes
5. no
6. no
7. no

Additional conditions:

The larger parking lot shall have two parking lot islands with one tree in each.

There are to be two trees native to Michigan in lieu of the proposed European trees in the landscape plan.

The deed restrictions are to be part of the PUD agreement.

The applicant shall comply with the conditions of the Carlisle Wortman report for the lighting and the PUD agreement.

The applicant is to follow the Wade Trim recommendations and connect to the city water as outlined.

Friendly amendments were offered to remove the flood plain and shrub requirements, and to note that the slope of the sidewalk, the lighting, the PUD agreement, the Wade Trim suggestions and the trees be handled administratively.

Funk and Horstman accepted the friendly amendments.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. PUD 24-02: 900 Starkweather, Preliminary PUD

The applicants gave an overview of their proposed project, a restaurant at the historic train station in Old Village.

Ellen Elliott, 404 Irvin, gave a historic overview of the property.

Karen Sisolak, 939 Penniman, spoke in support of the project.

Pete Mundt, 643 N. Harvey, said Old Village residents support the project.

Jessica Hanlon, 850 Starkweather, voiced concern about parking and traffic.

Elmiger reviewed items in her report, including PUD criteria, public benefit, and a potential easement for public access in perpetuity.

Commissioners reviewed PUD criteria and the master plan as it relates to this project.

Horstman offered a motion, seconded by Scott, to set a public hearing for PUD 24-02 at 900 Starkweather for the applicant to return at a date determined by them with consideration of items discussed at the meeting applied.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

8. NEW BUSINESS

There was no new business.

9. REPORTS AND CORRESPONDENCE

City Commission Liaison Brock Minton said the City Commission would be discussing a Liquor License Review Committee recommendation.

Saraswat said she attended the February mayor and chairs meeting.

Bolhuis reminded the group that there would be a Planning Commission meeting on March 19 at 6:30 p.m.

10. ADJOURNMENT

Funk offered a motion, seconded by Scott to adjourn the meeting at 9:20 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY



Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, March 19, 2025 - 6:30 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. CALL TO ORDER

Chair Hollie Saraswat called the meeting to order at 6:34 p.m.

Present: Chair Saraswat, Commissioners Sidney Filippis (arrived at 6:45 p.m.), Joe Hawthorne, Marni Schroeder, Zach Funk, Trish Horstman

Excused: Vice Chair Kyle Medaugh, Commissioner Dave Scott

Also present: Planning and Community Development Director Greta Bolhuis, Planning Consultant Sally Elmiger

2. CITIZENS COMMENTS

There were no citizen comments,

3. APPROVAL OF THE AGENDA

Hawthorne offered a motion, seconded by Horstman, to amend the agenda for March 19, 2025 to address new business before old business.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. COMMISSION COMMENTS

Hawthorne noted that Eric Stalter resigned from the Planning Commission, and that experienced commissioners are important.

Saraswat thanked Stalter for his service to the Planning Commission.

5. NEW BUSINESS

a. SP25-01: 300 Dunn, Site Plan Review for a warehouse addition

The project architect described the request and agreed to the issues brought forth in the Carlisle Wortman report.

Funk offered a motion, seconded by Schroeder, to approve SP 25-01 with the following conditions:

- The applicant is to work with the city engineer on underground utilities
- The applicant is to provide three additional barrier free parking spaces
- The fire chief is to evaluate the building access
- The applicant is to provide cut sheets for lighting and indicate adequacy for the location
- The applicant is to confirm existing manufacturing and operational needs performance data.

There was a voice vote
MOTION PASSED UNANIMOUSLY

b. 2025 Planning Commission Goals

The group discussed the proposed goals. Bolhuis explained that the MSHDA grant provides funds to study ordinance amendments for housing units and housing types and making the city more friendly to a variety of different housing.

There was a consensus to adopt the following goals for calendar year 2025:

1. Adopt the master plan
2. Complete “quick” zoning ordinance amendments (zoning audit)
3. Complete the multi-family/housing ordinance amendments (MSHDA Grant)
4. Work toward completing a residential compatibility ordinance

6. OLD BUSINESS

a. Master Plan Discussion

Planning Commissioners reviewed the master plan draft and suggested several edits. Pete Mundt, 643 N. Harvey, Dave Pierce, 147 W. Ann Arbor Trail, and Scott Lorenz, 1310 Maple offered input as well.

Hawthorne offered a motion, seconded by Filippis, to recommend the master plan to the City Commission, with the corrections discussed, for their review and distribution.

There was a roll call vote.

Yes: Filippis, Schroeder, Horstman, Funk, Hawthorne, Saraswat
MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

City Commission Liaison Brock Minton said they have not yet made a decision on the liquor license cap.

10. ADJOURNMENT

Funk offered a motion, seconded by Filippis to adjourn the meeting at 7:58 p.m.

There was a voice vote.
MOTION PASSED UNANIMOUSLY



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

TO: City of Plymouth Planning Commission

FROM: Sally M. Elmiger, AICP, LEED AP

DATE: March 31, 2025

RE: 1100 W. Ann Arbor Trail – Brookside Village PUD Development

The Planning Commission most recently discussed this project at their February 12, 2025, meeting. A Public Hearing was also conducted on this date, providing the Commissioners with resident input.

Per the meeting minutes, the Commissioners made suggestions for the following plan changes:

1. Setbacks
2. Providing green space at the creek
3. Installing screening along the north side of the property
4. Consider stacked ranch units

Response from Project Designer

The applicant is returning to the Planning Commission with revised plans (dated March 19, 2025). The applicant's response memo (dated March 19, 2025) lists the changes made to this set of plans. We have summarized these changes in relation to the items mentioned by the Commissioners.

1. Setbacks. This issue relates to the proximity of the new church building to the residential property line on the west side of the site. To address this issue, the applicant is proposing the following changes to the plans:
 - a. The western building facade is 122 feet long, and 27 feet (or 22%) of the west façade is the reading room. The building design has been changed to center the reading room on the front façade, moving the reading room further away from the west property line. On the previous plans, the reading room was set back 10-feet from the west property line; the revised plans locate the reading room 20-feet from the west property line.
 - b. The rest of the western church façade is now setback 15-feet from the west property line; it was previously setback 10-feet.
 - c. The project will re-grade the church site to keep stormwater runoff on the church/townhome site and not drain onto the residential neighbor's property, as is currently happening.
 - d. The plans now show approximately 100 l.f. of new wood fencing (that matches the existing fence) along the west property line (between the church building and residential site). The existing fence spans from the north residential property line to the rear of the existing garage. The new fence spans between the rear of the existing garage (or end of the existing fence) to the front face of the new church building. Adding the fence eliminates the proposed evergreen trees along this boundary (as in the previous plans).

Benjamin R. Carlisle, *President* John L. Enos, *Vice President*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* Douglas J. Lewan, *Principal*
Richard K. Carlisle, *Past President/Senior Principal* R. Donald Wortman, *Past Principal*

2. Green Space at Creek. Our recollection of this issue was a request to include more green space along the creek *on the PUD site itself* for public access to the creek.
 - a. The applicant's response memo describes their proposed trail improvements between McKinley and Tonquish Creek Manor, and just behind Tonquish Creek Manor:
 - Restore approximately 500 l.f. of 8-foot-wide pervious trail along Tonquish creek (between McKinley and Tonquish Creek Manor); and
 - Add benches/light fixtures at paved "pods" along the existing trail in the vicinity of Tonquish Creek Manor.
 - b. No additional green space on the PUD site itself is shown on the revised plans.
3. Landscape Screening Along Northern boundary. Instead of restoring the creekbank along the PUD project site, the amended plans propose to install evergreen trees along the creekbank, and to retain existing trees that offer screening to the northerly neighbors.
4. Stacked Ranches. The applicant's response memo states that changing the building design to a stacked ranch at this point in the process would require a complete re-design of the project and is not feasible.

Response from Project Engineer

While engineering issues are typically not part of the planning review process, the City's Engineer was asked to provide a preliminary review of the previous set of plans. The Project Engineer (Stonefield) supplied a response to the City Engineer's review, dated February 11, 2025. Several of the responses included "*discussion with the Planning Commission.*" We have listed these items in case the Commissioners have any additional comments regarding each:

1. Vehicular Access to Joel R. The City's Engineer expressed the opinion that two means of vehicular access to/from the site would be beneficial.
 - a. From a public safety perspective, the additional driveway would be beneficial for emergency access by fire trucks or other emergency vehicles. The applicant's response memo states that the access to/from Joel R could be designed for "emergency access only."
 - b. From a traffic flow perspective on Ann Arbor Trail, the City's Engineer states that Ann Arbor Trail is not wide enough for east-bound traffic to pass a car waiting to turn left into the project. The applicant's response states that vehicles would still be turning left onto Joel R if the second access drive were open to all vehicles, causing the same issue at Joel R as the project driveway on Ann Arbor Trail.
2. Traffic Study. The City Engineer states that the applicant should supply a traffic study regarding project impacts. The applicant's response states that the site will not generate over 100 trips at peak hour of operation [which is the ordinance standard to require a traffic study]. They also state that the traffic generated by the project will be negligible on the existing Ann Arbor Trail traffic.

PUD Criteria

Per Sec. 78-311(c) – General Authority - Criteria (from **ARTICLE XXIV. - PLANNED UNIT DEVELOPMENT**), the Planning Commission needs to determine if the project meets the criteria below:

“The applicant for a planned unit development must demonstrate all of the following criteria as a condition to being entitled to planned unit development treatment:

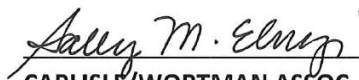
- (1) Grant of the planned unit development will result in one of the following:*
 - a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;*
 - b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;*
 - c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or*
 - d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.*
- (2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.*
- (3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the city.*
- (4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.*
- (5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.*
- (6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.*
- (7) The proposed planned unit development shall be consistent with the goals and policies of the city master plan.*
- (8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.*
- (9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.”*

Planning Commission Action

The Planning Commission needs to evaluate the proposal against the criteria above, and shall take one of the following actions:

- a. Approval. Upon finding that the preliminary plan meets the criteria set forth in the purpose and intent and this section, the planning commission shall grant preliminary approval. Approval shall constitute approval of the uses and design concept as shown on the preliminary plan and shall confer upon the applicant the right to proceed to preparation of the final plan. Approval of the preliminary plan by the planning commission shall not bind the city commission to approval of the final plan.
- b. Approval with changes or conditions. The planning commission may grant conditional approval subject to modifications as performed by the applicant.
- c. Postpone. Upon finding that the preliminary plan does not meet the criteria set forth in the purpose and intent of this section, but could meet such criteria if revised, the planning commission may postpone action until a revised preliminary plan is resubmitted.
- d. Denial. Upon finding that the preliminary plan does not meet the criteria set forth in the purpose and intent of this section, the planning commission shall deny preliminary approval.

Our previous review of this project is attached, which describes the other aspects of the proposal.



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



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 31, 2023
Rev.: March 6, 2024
Rev.: April 29, 2024
Rev.: February 5, 2025

**Planned Unit Development
For
City of Plymouth, Michigan**

GENERAL INFORMATION

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

Project Name: Brookside Village-Christian Science PUD Development

Plan Date: Engineered Site Plans: January 22, 2025
Architectural Plans: January 20, 2025
Architectural Plans (Church): Modified but not dated

Location: 1100 West Ann Arbor Trail

Zoning: R-1, Single-Family Residential District

Action Requested: Preliminary PUD Approval

PROJECT DESCRIPTION

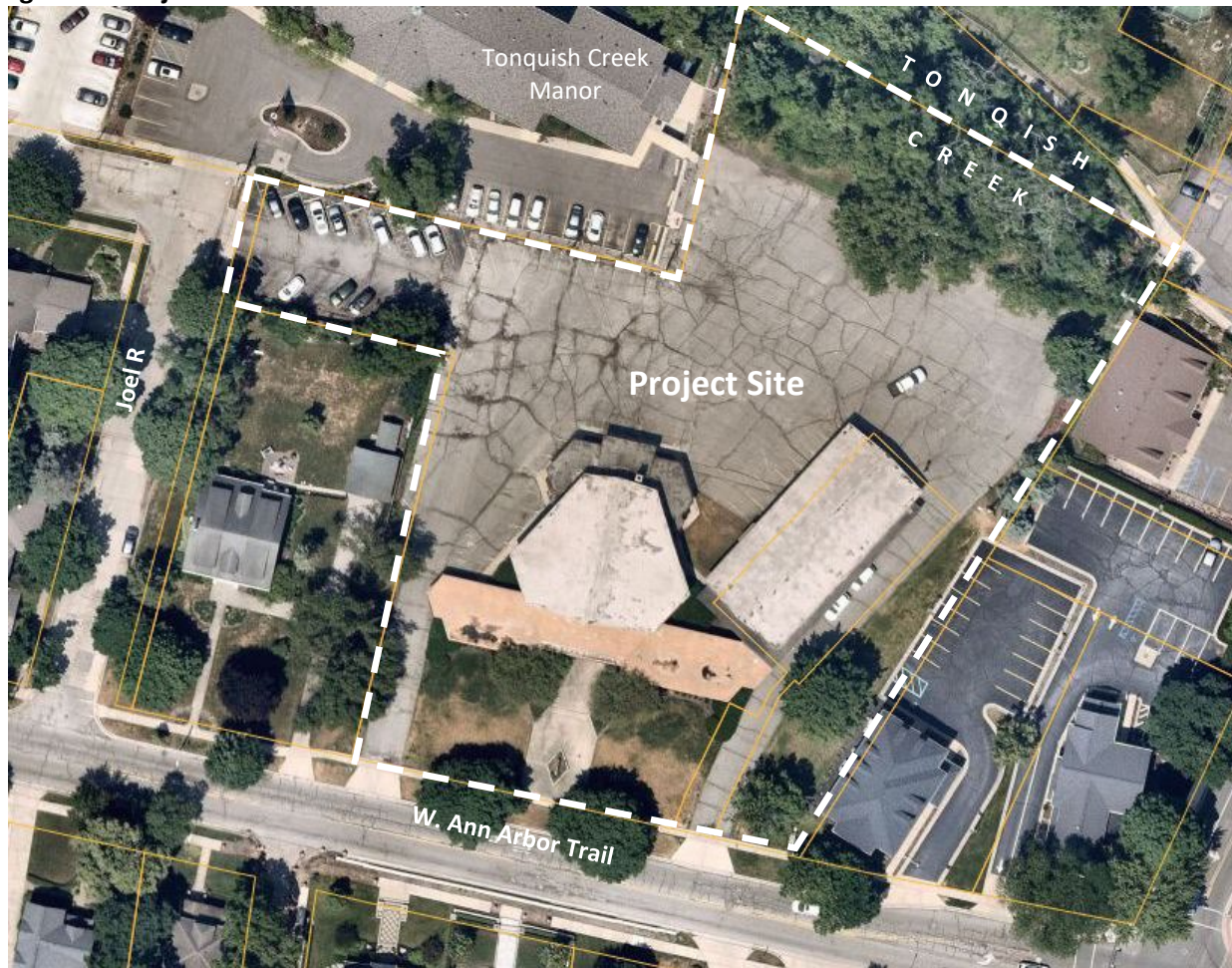
The applicant is proposing a Planned Unit Development (PUD) on this site, including a small worship building for the current property owner, Christian Science of Plymouth, renovation of the existing parking for this use, and 20 condominium units on the remainder of the site. The plans have been revised several times. The original formal proposal included 30 units, then the plans were revised down to 24 units, with the current set of plans proposing 20 units.

Three (3) condominium units along E. Ann Arbor Trail will be in the style of a single-family home, while the remaining 17 units will be designed as attached townhomes. The project is also proposing to install 500-lineal feet of 8-foot-wide aggregate trail along Tonquish Creek, between Tonquish Creek Manor west to McKinley St. Additional improvements to the Tonquish Creek trail are also proposed behind Tonquish Creek Manor, and creekbank restoration is proposed along the stream that abuts this project.

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

An aerial of the proposed project area is shown below.

Figure 1. Subject Site



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

At the May 2024 Planning Commission meeting, the minutes reflect that the Commissioners discussed the PUD application and brought up the following points, as listed in the minutes of this meeting:

- The reduced density was appropriate.
- The public benefit was inadequate – the pocket parks seemed more like landscaping, Tonquish Creek plan didn't include specific work to be performed.
- Some were concerned with additional traffic and related safety, one pointed out that traffic was not an issue at the multi-family units at Union and Hamilton, a larger complex.
- Greenspace and other impervious surfaces were inadequate.
- Concerns about the length of the wall along the West property line.
- The placement was awkward in a transitional property, particularly when considering the potential future form-based codes.
- The traffic study was actually a trip generation study.

- The city did not need property deeded to it because there is already an easement.
- The stairs were too steep and would have to be maintained by the city.
- The property was undersized for a church, per existing ordinance requirements.

In comparing the most recent set of plans with the previous submission, we have identified the following changes. The headings (in bold text) describe the topic covered by the change and also relate the change to the Commissioner's comments in the May 2024 meeting.

- 1) **Public Benefits:** The project now proposes to construct 500 lineal feet of 8-foot-wide aggregate trail along Tonquish Creek, between Tonquish Creek Manor west to McKinley St. Two new benches and one new light pole are proposed within this portion of the trail.
- 2) **Traffic:** The existing vehicular driveway from the northern church parking lot to Joel R./Sheridan Ave. has been closed off. The proposed project will not allow vehicles to leave the site via Joel R./Sheridan Ave.
- 3) **Greenspace:** The pocket park in front of the church building now includes a pergola structure (shown on building elevations). The new developed pocket park behind Tonquish Creek Manor has been removed from the plan (however, this will help to preserve existing trees that were slated for removal to build the new pocket park).
- 4) **Church West Wall:** The length of this wall has not changed, but building floor plans now show 6 windows in this wall (compared to the previous plans that showed 15 windows). An evergreen screen is proposed along the portion of the west wall without windows.
- 5) **Deeded Property:** The proposed property deeded to city has been removed from plans, given the existing easement.
- 6) **Stairway:** The proposed concrete stairway down to Tonquish Creek Trail has been removed from the plans.
- 7) **Streetside Condominium Building Architecture:** The most recent submission states that the style of these units will not be finally designed until a later date to allow for buyer input where possible. See our comments of this proposal on Page 11 of this review.

We have considered the comments made by Commissioners at the last meeting, and how the revised plan addresses them, throughout this review.

PUD PROCESS AND PLAN REQUIREMENTS

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

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

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

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

CWA Comments: *The materials in this submission do not include a direct explanation of why the submitted PUD is superior to a plan under strict adherence to the Zoning Ordinance (or the underlying R-1, Single Family Residential District). However, in the May 2024 submission, page 7 of the "Project Update Narrative" (dated April 17, 2024), includes a paragraph on the R-1, Single-Family Lot Concept. The conclusion of this paragraph is: "...with the market cost of the land combined with high construction costs, there was simply no way to realize a profitable development of single-family homes for this property....Simply put, there is no way to sell single family homes on tiny lots for the price needed to cover the project costs." The paragraph also illustrates that the land occupied by the proposed townhomes could accommodate 7 single-family lots that meet the minimum lot width and lot size requirements of the R-1 zoning district. This statement is repeated in the current submission on Page 10 of 11, item 5 (document titled "Project Narrative & Public Benefits).*

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

CWA Comments: *Page 9 of 11 in the document titled "Project Update Narrative" (dated January 2025) describes the construction phasing, to be based on sales pace and activity. It describes the phases as follows:*

- a. Phase 1: *Site grading, internal roads, parking, utilities, church building, three stand-alone condominium buildings fronting Ann Arbor Trail, townhome building along east property line.*
- b. Future Phases: *Other townhome buildings to match sales activity*

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

Items to be Addressed: *None.*

PUD CRITERIA

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

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

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

CWA Comment:

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

The planning profession generally considers houses of worship “quasi-public” facilities because they are used by the broader community. Houses of worship often open their doors to other, secular groups (AA, Girl/Boy Scouts, community theater/choruses, etc.), providing meeting and performances spaces. For these reasons, we also consider preservation of a house of worship on this site to provide a public benefit.

- **Alternative Housing Type.** The project offers a housing type other than single-family homes. According to the Southeast Michigan Council of Governments (SEMCOG) and the 2021 American Community Survey, Plymouth’s housing stock is 60% single-family homes, and 40% multi-unit housing. (Sixty-two percent of the multi-family units are owner-occupied.) The population of Plymouth is also aging. Since 2010, the average age of Plymouth residents has changed from 39.2 to 45.7 years. Also, the number of residents aged 55 and older has increased from 26% of the City’s population in 2010 to 32% of the population in 2021. People in this age bracket are often downsizing and looking for housing opportunities that require less maintenance. This project provides an alternative to a single-family house for aging Plymouth residents.
- The project narrative describes other benefits that this project offers. Note that the ordinance defines “benefit” in the PUD section as follows: “...where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations.” Therefore, we haven’t included the full list of benefits listed by the applicant because some would be achieved by any redevelopment of this site. The benefits (that meet the ordinance definition) offered by the project that wouldn’t be achieved without application of a PUD include:
 1. **Shared parking for the adjacent Tonquish Creek Manor operations.** The narrative states that the northerly parking lot has been designed to provide more parking spaces than needed by the church, and that: “*This produces additional parking spaces that can be shared in some fashion going forward. Specific neighbors and use arrangements will be defined over time.*” Required parking for the church is 32 spaces; the plans show 43 spaces, for an excess of 11 spaces. At the May 2024 meeting, the church presented a “Shared Parking Plan Letter of Intent.” (See attached) We have the following comments:

- A. Is this letter of intent still being offered? If so, we would consider the shared parking to be a public benefit, because this letter defines the way the parking will be shared, and with whom. If the Planning Commission agrees, we recommend any Preliminary PUD Plan approval be conditioned upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental at the Final PUD Plan stage.
 - B. If the Shared Parking Plan Letter of Intent is no longer still being offered, we consider this an “idea,” but not fleshed out enough to be a public benefit, as there are no details about whether the shared parking will ever be implemented.
2. **Work associated with Tonquish Creek streambank and trail improvements:**
- i. **Tonquish Creek Corridor Restoration Master Plan & Aggregate Pathway.** The materials include a *“Tonquish Creek Corridor Restoration Master Plan.”* This document provides a preliminary assessment of approximately 1,900 lineal feet of the creek corridor, and provides general recommendations on how to address streambank and streambed issues. We believe this assessment is unlikely to have been provided with a straight site plan.

One change in this submission is that the applicant will construct approximately 500 lineal feet of pathway along Tonquish Creek (between Tonquish Creek Manor west to McKinley St.). Currently, the existing pathway is difficult to use, given the poor condition of boardwalks, debris, barriers, and lack of a safe walking surface. This project will double the length of the usable trail. The plan could also be used by the City or other authorities to seek funding and grants so that the City can perform other action items identified in the plan.

- ii. **Restore 230 feet of creek slopes abutting proposed project.** Plans titled *“Tonquish Creek Slope Stabilization Project at Brookside Village”* show bank restoration activities on the north side of the development (south side of creek). However, these plans show that much of this work will be on property owned by the City of Plymouth. The property lines on these plans compared to the property lines on the site plans are significantly different. While we believe most of this work will occur on the applicant’s property, we would recommend that the Planning Commission condition any Preliminary PUD approval, if granted, on the applicant resolving these differences.

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

We have the following comments:

- The applicant understands that any work within the streambed itself will require an Inland Lakes and Streams Permit from the Michigan Department of Energy, Great Lakes and Environment (EGLE).
- This set of plans shows restoration activities prepared by ECT, an organization with experience in ecological restoration. If this project moves forward, we recommend that the Planning Commission condition any Preliminary PUD plan approval, if granted, on the Final PUD Plans providing the following:

- a. More information, including (but not limited to), tree survey information about existing trees and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and a description of the activities necessary to ensure the new plantings become established and the maintenance activities necessary to ensure the plantings are not overrun by invasive species.
 - b. The applicant has characterized this work as an ecological benefit. We would agree, but to be such, the implementation of the work needs to be conducted by ecological restoration professionals. A note will need to be added to the Final PUD Plans that the work along the creekbank must be conducted by professionals with demonstrated experience in streambank restoration work.
 - iii. **Tonquish Creek Trail Improvements at Tonquish Creek Manor.** As requested, the narrative now specifies that the project will provide seven (7) new benches, and six (6) new light poles with ornamental fixtures along the trail between this project and the west side of Tonquish Creek Manor.
3. **Pocket park at the Reading Room bookstore.** A 250 s.f. concrete pad is shown in front of the new church building/reading room and is described as a “park.” The narrative states that landscaping and a bike rack will be added. As mentioned above, the revised church building renderings also show a pergola structure over this seating area.

If this project moves forward, we recommend that the Planning Commission condition any Preliminary PUD Plan approval, if granted, on the Final PUD Plans providing the following:

- A. Show the proposed park landscaping, benches, bike racks and pergola on the site plan.
- B. If the applicant intends to make this area a “public park,” the plans should show an easement over the area to be used as a “public park,” a note added to the plans that this area will be a public park, accessible by the public in perpetuity.

Page 8 of the applicant’s “*Public Narrative & Public Benefits*” document lists the approximate value of the public benefit items listed by the applicant. We can’t confirm these figures, but note that updated utilities and stormwater management would have to be constructed for any development, and does not meet the ordinance definition of a “public benefit.”

Summary

Public benefits that we consider clearly articulated are retaining the church on this site, offering a different housing type in Plymouth, constructing 500-l.f. of new trail along Tonquish Creek, Tonquish Creek Master Plan (to be used by the City to obtain grant funding for other plan tasks), updating the trail amenities (benches & light fixtures/poles) behind Tonquish Creek Manor, the creekbank restoration proposed along the northern edge of their property (as long as it is implemented by professionals with demonstrated experience in such work), and the shared parking (conditioned on applicant providing signed agreements with Tonquish Creek Manor and Covington Dental. Other benefits described by the applicant are either not shown on the plans, or are not fully flushed out, including:

- Continuing to allow Tonquish Creek Manor residents to park on the church’s property.
- “Public” park in front of the church building.

To make a recommendation to the City Commission, the Planning Commission will need to decide if the deviations from the ordinance balance with the public benefits offered by the project. The additional information described above regarding the proposed benefits should be provided.

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

CWA Comment. This set of plans addresses our concerns that construction of the northernmost townhouses would negatively impact the streambank. The footprints of the buildings have been moved approximately 5-feet to the south, away from the top of the bank. Now the building foundations are between 8 – 22 feet away from the top of the bank. Also, the orientation of the units is now staggered (vs. being in a straight line), which better aligns with the curve of the creek (and top of bank). The site plan shows that patios will be constructed on the rear of the condominium buildings, the closest being 3-feet from the top of the bank. In our opinion, construction of patios should not impact the top of the bank.

Page 9 of 11 in the “Project Narrative and Project Benefits” document also explains that the following techniques will be implemented to protect the streambank:

- The streambank restoration project will be completed before construction of the townhomes in this part of the project (see the Phasing description on Page 4 of this review). The restoration will better stabilize the streambank.
- The townhomes will be built on a slab, and basements will not be excavated.
- Silt-fence will be installed along the top of bank to ensure construction equipment/materials will not intrude on the slope.

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

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

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

CWA Comment: N.A.

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

CWA Comment:

- **Utilities.** We assume that the City’s water and sewer system has additional capacity to handle this development. This needs to be confirmed by the City’s Engineer and an opinion provided at this stage of the project review.
- **Traffic.** Regarding traffic, the applicant has included a Trip Generation Analysis (revised January 20, 2025), which estimates the number of vehicle trips generated by the proposal. At peak morning hour, the project will generate 10 trips (4-in and 6-out). At peak evening hour, the project will generate 16 trips (10-in and 6-out). On Sundays, the peak hour will generate 52 trips

(27-in and 25-out). Compared to the number of trips generated by a large (300-seat) house of worship on this site, the proposal generates 101 fewer trips at peak hour on a Sunday.

The report also provides an estimate of “vehicle distribution,” which makes a prediction about how the traffic generated by the proposal will use the existing street grid. This prediction is based on the proposed development, study roadway network (proposed site access plan and driveway configurations), peak hour traffic patterns in the adjacent roadway network, and the methodologies published by the International Transportation Engineers. This report has been updated, and considers the closed driveway to Joel R./Sheridan. The model predicts all trips to and from the project will use Ann Arbor Trail. For example, 39% of Sunday trips (or 11-in and 10-out) will use the east leg of Ann Arbor Trail, and 61% of Sunday trips (or 16-in and 15-out) will use the west leg of Ann Arbor Trail.

The conclusions of the report state that, compared to the existing church with full occupancy (300 seats), the proposed project will generate significantly less vehicle trips (and therefore, traffic). While this comparison isn’t a reflection of the current conditions (since the church membership is significantly less than 300 people), it does show that the proposal will not generate a significant number of new trips when compared to the SEMCOG data currently using this portion of Ann Arbor Trail. SEMCOG estimates that the average weekday traffic on Ann Arbor Trail (or 7,330 trips). The number of trips generated by this project (161 trips) represents 2% of the typical weekday flow on Ann Arbor Trail (or $161 / 7,330 \text{ trips} = 2\%$).

At the August 2023 meeting, the Planning Commission asked that the applicant supply a comprehensive traffic study in order to better understand the impact this project could have. Sec. 78-389 requires projects to provide a traffic impact study if the project would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of the traffic generator or the peak hour on the adjacent streets. The Trip Generation Analysis for this project predicts that this project will generate 10 trips during weekday morning peak hour, 16 trips during weekday evening peak hour, and 52 trips during Sunday peak hour. While the PUD ordinance gives the Planning Commission the ability to request a Traffic Impact Study, the ordinance would not require it. No study is included in the most recent submission.

Another item the Planning Commission could consider is to limit construction traffic to main thoroughfares such as Ann Arbor Trail, and away from the secondary streets, such as Joel R., Sheridan, and the like. This could be a condition of Final PUD Plan approval, if granted.

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

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

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

CWA Comment: The project is proposing to improve environmental conditions on this site. A portion of the streambank will be cleaned up, cleared of invasive species, and planted with an

environmentally-beneficial mix of native species. This part of the project will stabilize the streambank, improving the water quality of the stream by minimizing erosion and pollutants reaching the water, and encouraging stormwater infiltration along the streambank.

The percentage of impervious surface on the site would improve slightly if the proposed development is built. The current site is approximately 70.6% impervious surface (existing buildings and pavement), while the new development would be approximately 67.1%.

No information on the existing site soils has been provided. However, according to the *Soil Survey of Wayne County*, the site soils consist of Boyer loamy sand, 0-6% slopes. This soil type is well-drained sandy soil with good infiltration characteristics. The project design could be refined to include rain gardens and infiltration basins to reduce stormwater runoff and encourage infiltration.

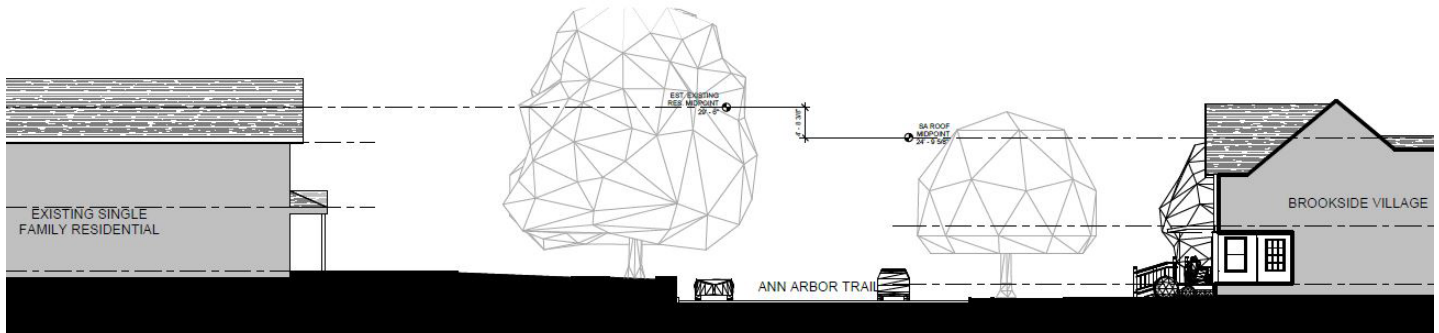
(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

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

New development can “fit” into the existing fabric of a neighborhood if the new buildings are of similar height and massing of surrounding residential buildings, have similar architectural characteristics and level of detail, and that the setbacks from the street have a relationship to the adjacent buildings along the street.

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

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



- The 17 attached townhome units on the interior of the site are proposed at 2.5-stories, 25-feet tall at the midpoint of the roof. These units are only a few inches taller than the units facing Ann Arbor Trail, and will likely be perceived as virtually the same height, or slightly lower due to the sloping topography (the site slightly slopes down from the street to the back by 2-feet).

- The church building is proposed at one-story, 20-feet tall at the midpoint of the roof. This building's height has not changed from the previous submission. This building will be lower than most buildings along Ann Arbor Trail, and will not dominate the street.
- Regarding **massing**, the three detached units along Ann Arbor Trail are proposed at 2,400 s.f. (per Sheet C-3). Researching the existing homes along Ann Arbor Trail, the three proposed detached units along Ann Arbor Trail are similar to the average size of the homes on both sides of the street (traditional & new). They are significantly (31%) smaller than the average-sized new homes on the street. We have tallied these results in the table below:

Table 1: Average home sizes on Ann Arbor Trail – Subject Site to McKinley St.

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

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

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

- The most recent submission no longer proposes a specific building design, but states that the three stand-alone homes located directly along Ann Arbor Trail will not be finally designed until a later date to allow for buyer input where possible. The applicant pledges that the eventual design will contain:
 - 1) Attached garages access from the rear of the unit.
 - 2) All units will be in conformance with the setbacks and spacings as shown on the site plan.
 - 3) Adhere to the ordinance building height maximum.
 - 4) Have some version of a covered porch.
 - 5) Elevation detailing will follow traditional architectural styling utilizing gables, ornamental railings, decorative trim consistent with Victorian, Modern Farmhouse, Craftsman or similar styles like the images represented on the submitted sheet.
 - 6) Streetside landscaping will be enhanced and attractive.
 - 7) All materials shall be high quality, low maintenance and in conformance with ordinance guidelines.

PUDs are a rezoning to a specific site plan. In our view, the proposal to finalize the house design later is somewhat contrary to the intent of "rezoning to a specific site plan." If the Planning Commission agrees with the applicant, and permits this flexibility, any PUD approval should be conditioned upon the house design to be consistent with the design aspects pledged by the applicant (as determined by the Community Development Director), in addition to:

- 1) Limited to 2,400 s.f. in area.
 - 2) Match the footprint configuration, size, and location of the footprint shown on the site plan.
 - 3) Each home is to have a covered "front" porch.
- The front façade of the 6-unit townhome building facing the church (and shared internal drive) is visible from the street (see the top right images on Sheets A3 and A4). This orientation places the

garage doors at the rear, and not facing the shared drive, which is positive. The rear elevation with the garage doors faces an internal street that is partially blocked from view of Ann Arbor Trail by one of the detached units.

- The current church building is a contemporary style with low-pitched roofs and a horizontal orientation. The proposed church building also has a contemporary style.

Regarding **front setbacks** of the proposed buildings, the buildings that define this development are the 3 single-unit residential buildings that face Ann Arbor Trail, and the church building. The applicant pledges to keep the setbacks the same, as shown on the site plan.

Table 2: Existing and Proposed Front Setbacks:

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

We have the following observations. **These observations are all based on the current footprint configuration, size, and location of the three units along Ann Arbor Trail being maintained, as shown on the current plans, even if the Planning Commission allows other features of these units “[to] not be finally designed until a later date to allow for buyer input where possible.”**

- Both the proposed single-unit residential buildings and church building are oriented to be parallel to Ann Arbor Trail, which is consistent with the other residential buildings in the vicinity. However, the office building to the east is at an angle to the street. In our opinion, we think this difference helps to create a transition between the residential uses on Ann Arbor Trail, and the beginning of downtown.
- The front porches of the proposed residential buildings are almost the same distance from the street to the average existing front porch on this side of Ann Arbor Trail. The body of the proposed detached units are slightly behind the other existing houses along Ann Arbor Trail.
- On the current set of plans, the proposed church building is set back 42-feet from the front edge of the property. Sec. 78-296 requires a front setback minimum of 50-feet. This change represents a small deviation.

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

Locating the church building as shown screens activity at the church from the neighbors to the west. A privacy fence is located on the neighbor’s property, which will help to screen their rear yard from activity on the church site.

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

CWA Comment: Note: Our response to this criterion has not changed, and no new information has been provided. **One owner must be responsible for construction of both the church project and the townhouse/single unit building project.** The applicant’s response does not say this and needs to.

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

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

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

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

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

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

1. The Christian Science Reading Room is a low-impact commercial use that would be adjacent to single- and multi-family residential development. (Consistent).
2. The project is proposing to establish multi-family uses. Houses of worship are often combined with residential uses in the same district; however, houses of worship are considered a “Special Land Use.” (Consistent)
3. The site design along the street frontage locates three single-unit residential buildings, which look like a single-family residence, and is consistent with the Master Plan (assuming resolution of the “future design” issue described on Page 11-12, under “**Architectural characteristics and level of**

detail” above). The buildings in the interior and rear of the site are of a “townhouse” (multi-family) character. Also, all the proposed residential buildings are 2.5-stories, which is taller than the height called for in the Master Plan. However, the top ½ story is integrated into the roof, with dormers, which creates a two-story appearance. The actual building height dimension is within the maximum permitted in the R-1, One-Family Residential District:

Table 3: Maximum Permitted and Proposed Building Heights in R-1 District:

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

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

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

The Planning Commission should discuss the applicant’s request to allow them to finalize the design of the three single-unit buildings at a later date, and the inconsistency of the project and Master Plan (multi-family/townhouse vs. single-family appearance) with the applicant. Also reference our Density Analysis later in this review.

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

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

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

CWA Comment: We don’t believe the applicant is proposing the project to circumvent the strict application of the zoning standards. The Master Plan identifies this site as appropriate for multi-family

residential use, in combination with low-intensity commercial uses that support the neighboring residential properties. We would argue that a house of worship also supports the community.

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

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

Summary

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

1. Public Benefits:
 - a. **Shared parking with Tonquish Creek Manor.** If “Parking Plan for Shared Parking” is still being offered, recommend conditioning any Preliminary PUD Plan approval on the applicant providing signed, written agreements between property owner and Tonquish Creek Manor/Covington Dental describing how the 11 parking spaces will be shared between them, and signed agreements submitted with Final PUD plans.
 - b. **Creek Slope Stabilization.** If granted, condition Preliminary PUD approval on the following changes in the Final PUD Plan:
 - i. Resolve difference in property lines shown on “Tonquish Creek Slope Stabilization Project at Brookside Village” plans and site plans.
 - ii. Add note to plans regarding need for EGLE permit if any work in streambed is conducted.
 - iii. Show tree survey information about existing trees, and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and description of maintenance activities necessary to ensure the new plantings become established and ensure plantings are not overrun by invasive species.
 - iv. Add note to plans to specify that all creek bank work shall be conducted by professionals with demonstrated experience in streambank restoration work.
 - c. **Pocket park at the Church Reading Room.** If granted, condition Preliminary PUD approval on the following changes in the Final PUD Plan:
 - i. Add proposed park landscaping, benches, bike racks and pergola to plans.
 - ii. Show easement on plans allowing public use of front concrete pad and front yard as “public park;” add note to the plans that the easement will allow public use in perpetuity.
 - iii. Add language to the Master Deed dedicating this easement to use by the public.
2. Confirmation by City Engineer that the City’s water and sewer system has additional capacity to handle this development.
3. Applicant to supply a comprehensive traffic study to provide a better understanding of the impact this project could have, if still required by Planning Commission.
4. Add raingardens, infiltration basins, or other above-ground stormwater infiltration facilities to the proposed design.

5. If the Planning Commission agrees to allow the applicant to design the three single-family units (facing Ann Arbor Trail) at a later date, we recommend that the Planning Commission condition any Preliminary PUD approval, if granted, based on a design of these units to be consistent with the design features pledged by the applicant (as determined by the Community Development Director), limiting these three units to 2,400 s.f., matching the footprints shown on the site plan (configuration, size, location), and each unit having a covered “front” porch.
6. The applicant needs to document that the project will be under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article (Article XXIV. PLANNED UNIT DEVELOPMENT).
7. Revise Master Deed to include First Church of Christ, Scientist. Recommend that the Planning Commission condition any approval of the Preliminary PUD plans, if granted, on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.
8. Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

Items to be Addressed: 1) Is Shared Parking Plan Letter of Intent still being offered? If so, recommend Planning Commission condition any Preliminary PUD Plan approval upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan. 2) Recommend Planning Commission condition Preliminary PUD approval, if granted on the following: a. Resolve property ownership differences shown on “Tonquish Creek Slope Stabilization Project at Brookside Village” and site plan. b. Add details to Final PUD Plan for the creek slope stabilization project, as listed on Page 15 of this review (dated February 3, 2025). c. Add details to Final PUD Plan for pocket park at church reading room, as listed on Page 15 of this review (dated February 3, 2025). 3) City Engineer confirm water/sewer capacity adequate to accommodate project. 4) Applicant to supply comprehensive traffic study regarding project impacts. 5) Planning Commission should discuss the applicant’s request to allow them to finalize the design of the three single-unit buildings at a later date. 6) Add raingardens, infiltration basins, or other above-ground stormwater facilities to plans. 7) If design of units facing Ann Arbor Trail are designed at a later date, recommend Planning Commission condition Preliminary PUD approval, if granted, on design to be consistent with applicant’s pledges (as determined by the Community Development Director), and limiting these three units each to 2,400 s.f. in area, that the units match the footprint (configuration, size, location) shown on site plan, and that each of the three units has a covered “front” porch. 8) Applicant to document that project is under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with PUD Article in ordinance. 9) Recommend that Planning Commission condition any approval of the Preliminary PUD plans, if granted, on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission. 10) Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

DENSITY ANALYSIS

The project will establish 20 new residential units in the City, allowing some current Plymouth residents to move, or provide homes for new residents. When discussed last, the Commissioner’s considered the reduction to 20 units as appropriate.

With the previous submission, the applicant prepared a “parallel plan” to illustrate that seven (7) single-family lots could fit on site under current zoning. The proposal offers approximately 13 more residential units than if the site were re-developed for single-family homes under current zoning. This would be considered a deviation from the existing R-1 zoning.

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

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

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

Table 4: Calculating Number Of “Rooms”

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

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

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

The proposal could result in either a 3-bedroom unit or a 4-bedroom unit. Revised floor plans (dated 1-20-25) show the attached units to have a possible maximum of 3 bedrooms. Using this information, the density of the project is proposed as listed in the table below. We have also included the maximum allowed under the RM-2 Zoning District for comparison:

Table 5: Density Analysis

	Proposed Number of Rooms/Units
Single-Unit Buildings (4 “bedrooms”) (3 units)	3 units x 5 rooms = 15 rooms
If Townhomes all had 3 “bedrooms” (17 units)	17 units x 4 rooms = 68 rooms
If Townhomes all had 2 “bedrooms” (17 units)	17 units x 3 rooms = 51 rooms
TOTAL	20 units/ 66 - 83 rooms

At the least, the density could be 11% under the ordinance standard for a multi-family project on this site; and at the most, the density could be 12% over the ordinance standard. If the townhomes were an even mix of units having 2 to 4 bedrooms (or 67 rooms), then the density would be 9% below the ordinance standard.

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

Table 6: Similar Existing Projects

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

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

If the Planning Commission deems that 17, 3-bedroom townhomes are appropriate (or 83 rooms for the entire project), then this would be a deviation from the ordinance (or over the maximum in the ordinance by 9 rooms, or 12%).

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

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

SITE PLAN

SCHEDULE OF REGULATIONS

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

Table 7: Schedule of Regulations Requirements: Church Building

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

*Per Special Land Use standards in Sec. 78-296.

**The church already occupies this site, and currently doesn’t meet these ordinance standards. We consider these conditions to be existing non-conformities that could be approved through the PUD process.

Table 8: Schedule of Regulations Requirements: Townhome Buildings

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

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

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

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

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

PARKING, LOADING

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

Table 9: Parking Requirements

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

Number of Parking Spaces

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

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

Location of Parking Lots

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

Screening of Parking Lots

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

Sec. 78-206 also requires that where a multi-family use is located next to a single-family residential district, a 4.5-6.5-tall wall, fence, or landscaped berm is required between land uses. The house to the west of the church currently has a fence along the shared property line (both north and east boundaries of the house). Since Tonquish Creek Manor is zoned multi-family, a screening wall, fence or berm isn't required along this shared property line.

Parking Lot/Space Dimensions

The dimensions of the proposed parking spaces meet ordinance requirements.

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

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

Loading Space

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

Clear Vision Area

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

Items to be Addressed: 1) How the five church parking spaces will be shared with the townhouse units added to Master Deed. 2) Provide information on truck deliveries to the reading room, and proposed standing location on site while making deliveries.

CIRCULATION

Access to both the church and townhouse development are provided via a shared driveway from Ann Arbor Trail.

Both driveways currently exist, but the Ann Arbor Trail driveway has been shifted to the east, and as mentioned above, the Joel R. driveway will be eliminated. We consider sharing the driveway between uses as a positive aspect of the plan. The previous narrative stated that there will be a “Cross Access Use Agreement” between the two entities that will define this sharing. At a minimum, this agreement should be referenced in the Master Deed, or be part of the Master Deed.

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

SIDEWALKS

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

The sidewalk between the public sidewalk along Ann Arbor Trail and the Tonquish Creek trail has been eliminated from the plans, along with the stairway down to the Tonquish Creek trail.

Items to be Addressed: None.

LANDSCAPING/LIGHTING/SIGNAGE

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

Items to be Addressed: None.

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

The plan set provides architectural elevations and floor plans of the proposed church, and the multi-family townhouse buildings. However, as mentioned in our previous review, the following has not been provided, and needs to be added to the submission:

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

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

We have provided our opinions regarding the character of the proposed buildings under the “PUD Criteria” section of this review.

Items to be Addressed: 1) Applicant to provide floor plans for the 20-foot-wide townhome units. 2) Applicant to provide the range of floor area of townhomes on plans.

RECOMMENDATIONS

We support the general concept illustrated in this PUD proposal, as it, in our opinion, meets most of the PUD criteria. (Criteria where additional information is needed are listed below.) We consider the project to be mostly consistent with the vision in the Master Plan for this site, which is to provide a transition between downtown Plymouth and residences along Ann Arbor Trail. A multi-family development accomplishes this goal with a housing type not readily available in the city. The one inconsistency is the “attached” style of the townhomes behind the single-family detached units along Ann Arbor Trail. We also consider maintaining the church building (as a quasi-public facility) as well as the improvements along Tonquish Creek to provide public benefits that would otherwise likely be unfeasible without application of the PUD technique.

The Planning Commission should consider the proposed deviations in light of the proposed “public benefits” offered by the project (see Appendix) and evaluate the project against the other PUD criteria.

PUD Criteria:

A. *PUD Criteria: Additional Information Requested of Applicant*

- 1) Applicant to provide a narrative listing the PUD criteria (Sec. 78-311(c)) and describe how the project meets each.
- 2) *Is Shared Parking Plan Letter of Intent still being offered? If so, recommend Planning Commission condition any Preliminary PUD Plan approval upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan.*
- 3) City Engineer confirm water/sewer capacity adequate to accommodate project.
- 4) Applicant to supply comprehensive traffic study regarding project impacts.
- 5) Add raingardens, infiltration basins, or other above-ground stormwater facilities to plans.
- 6) Applicant to document that project is under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with PUD Article in ordinance.
- 7) Planning Commission to discuss the applicant's request to allow them to finalize the design of the three single-unit buildings at a later date.
- 8) Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

B. *Recommended Conditions of Preliminary PUD Plan Approval, if Granted*

- 1) If Shared Parking Plan Letter of Intent is still being offered, condition approval on the applicant providing signed shared parking agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan.
- 2) Condition it upon applicant adding the following details to the Final PUD Plan:
 - a. Resolve property ownership differences shown on "*Tonquish Creek Slope Stabilization Project at Brookside Village*" and site plan.
 - b. Creek slope stabilization project details, as listed on Page 15 of this review (dated February 3, 2025).
 - c. Pocket park details at church reading room, as listed on Page 15 of this review (dated February 3, 2025).
- 3) If design of units facing Ann Arbor Trail are designed at a later date, condition approval on design to be consistent with applicant's pledges (as determined by the Community Development Director) and:
 - Limiting these three units each to 2,400 s.f. in area,
 - That the units match the footprint shown on site plan (configuration, size and location), and
 - That each of the three units has a covered "front" porch.
- 4) Applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

Preliminary Site Plan

C. *Parking/Loading.*


- 1) How the five church parking spaces will be shared with the townhouse units added to Master Deed.
- 2) Provide information on truck deliveries to the reading room and proposed standing location on site while making deliveries.

D. *Circulation.*

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

E. Architectural Elevations and Floor Plans.

- 1) Applicant to provide floor plans for the 20-foot-wide townhome units.
- 2) Applicant to provide the range of floor area of townhomes on plans.



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

#152-1804

cc: Greta Bolhuis
John Buzuvis
Marleta Barr

APPENDIX:

Project Benefits that Could Not/Not Likely Part of Project without application of PUD Process	Project Deviations
1. Project allows church (quasi-public facility) to remain in Plymouth, continuing to serve as a community resource.	1. 20 vs. max. of 7 units using underlying single-family zoning
2. Project offers housing type alternative not readily available in the City.	2. Townhouse design vs. single-family appearance (As called for in Master Plan).
3. Tonquish Creek and Trail Restoration Plan (Prepared by ECT).	3. Possible 12% increase in density (Calculated using “bedrooms,” as defined in the ordinance). The scope of this deviation depends on how the units are built-out.
4. 500 lineal feet of public trail along Tonquish Creek.	4. Church building side setback (10’ vs. req. 30’)
5. 230 lineal feet of streambank restoration (removal of invasive species, planting of beneficial native species)	5. Church building front setback (42’ vs. req. 50’)
6. New benches/light fixtures and poles along Tonquish Creek trail behind Tonquish Creek Manor.	6. Townhouse distance between buildings
Project Benefits that Require More Details	
1. Shared 11 parking spaces with Tonquish Creek Manor residents (Signed agreement).	
2. Pocket park at church reading room (Easement on plans; Dedication of easement to public in Master Deed)	



BROOKSIDE VILLAGE

PLYMOUTH MICHIGAN

FIRST CHURCH OF CHRIST,
SCIENTIST, PLYMOUTH

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH
1100 W. Ann Arbor Trail - Plymouth, Michigan

SHARED PARKING PLAN LETTER OF INTENT

The current submission for the Brookside Village PUD project includes a **43 space** parking lot to be constructed, owned and managed by our church, First Church of Christ, Scientist, Plymouth. This lot has been designed to have more parking spaces than the 32 spaces required by the Church per zoning Ordinance requirements. In addition, our Church only requires regular use of our spaces on Sunday mornings and Wednesday evenings (currently) to support Church Service attendance. This could change in the future. For now, this means there will be an abundance of unused parking spaces available to be shared with the neighboring community in some fashion.

The following represents our plan for how we intend to offer spaces into the future:

1. We will be allowing 11 spaces to be used by Tonquish Creek Manor (TCM) during weekdays and Saturday for their staff, contractors, or other daily need persons.
2. We will be offering for rent an additional 11 spaces to TCM for the overnight parking needs of certain residents.
3. We will have a monthly rental agreement with the new Brookside Village Condominium Association to provide 5 spaces during non-Church times for guest parking.
4. We will have a monthly rental agreement with Covington Dental for 3 spaces during weekdays.
5. We will offer any remaining available spaces to other neighbors as needed.

On a monthly basis, the Church will adjust and manage all parking arrangements to maximize use of the lot by various neighborhood community members. The goal is to make sure as many spaces as possible are being utilized.

Each space will be numbered. Spaces with rental agreements in place will have additional signage defining who can use the spaces. We plan to have a Church staff member or rental manager administer the parking program.

The net result from sharing this valuable parking resource with the community is that the amount of cars presently parking on the nearby streets will become significantly reduced. As the review and approval process continues forward, we will further memorialize all specific arrangements related to the sharing of this parking area.

Authorized Representative,

A handwritten signature in cursive script that reads 'Leslie M. Evans'.

Leslie M. Evans

Committee Representative

First Church of Christ, Scientist, Plymouth

March 19, 2025

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

**Subject: Updated PUD Submission – (March 19 Submission - For April 9 PC Meeting)
Proposed Brookside Village Development - 1100 W Ann Arbor Trail**

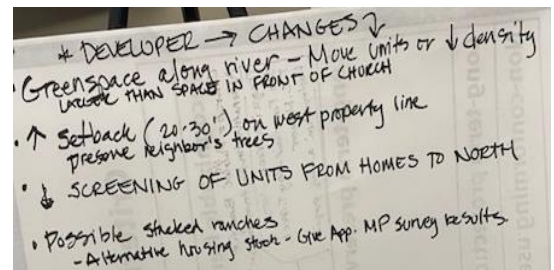
Ms. Bolhuis and the Planning Commission,

We are pleased to be submitting another update to the previously submitted Brookside Village PUD proposal at the 1100 W Ann Arbor Trail property. We have made revisions in the project scope and details that we believe should address the recent concerns and comments provided at the February 12 PC meeting. This cover letter provides specific highlights for the dominant issues regarding this PUD submission. A separate Project Narrative and attached documents and drawings are included in the submission to provide specific details and information regarding all scope elements of the PUD.

FEBRUARY 12 PC MEETING ACTION ITEMS

At the end of the February 12 PC meeting, there were 4 specific scope items that the PC was interested in having the Petitioner address in a revised submission.

Of these 4 items, we have determined that item #4 (Possible Stacked Ranches) would require a complete redesign of the project and the business plan. At this time, we do not see a feasible way to utilize a stacked ranch design.



Regarding the other 3 items, below is a description of how we have incorporated revisions to address these issues:

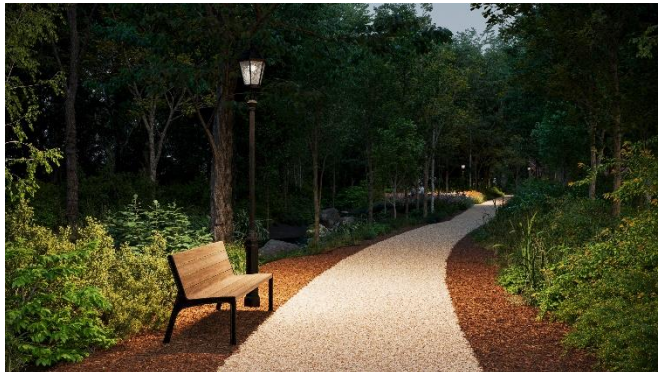
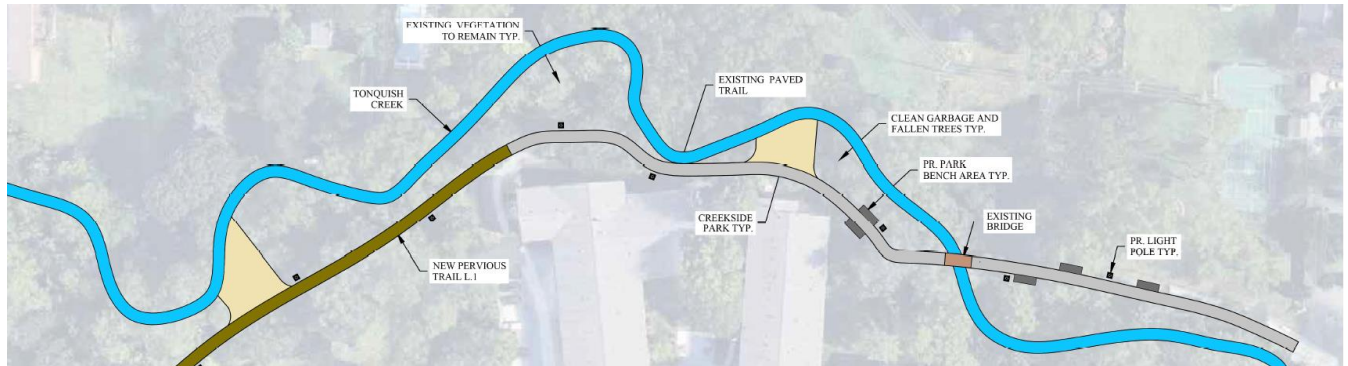
1. Greenspace Along River (Creek)

We have added **2 new 'Creekside Parks'** along the Tonquish Trail and Tonquish Creek. Each park will have benches, a light pole and a bike rack. This will provide the Public with **2 new rest areas** to sit and enjoy the natural setting along the Creek.



In addition to these 2 new Creekside Parks, an approximately **500 ft long NEW 8 ft wide pervious trail surface** will be installed connecting the existing paved portion of trail to McKinley St.

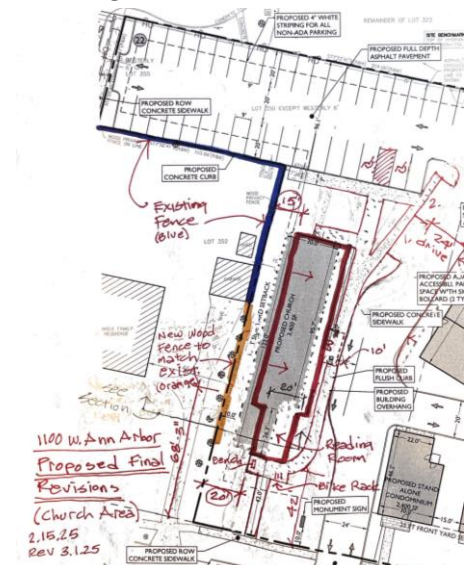
Along with the new walkable surface, more benches and lighting will be provided in this new improved section. The net of this investment will be that the neighbors will now have a fully functional and improved trail from McKinley to Harvey Streets with all new benches, fully operational LED light poles, 2 new Creekside Parks and a new walking surface. **¼ of a Mile of true enhanced Public Benefit for the entire community.**



2. West Property Church Setback – Protect Neighbors Trees

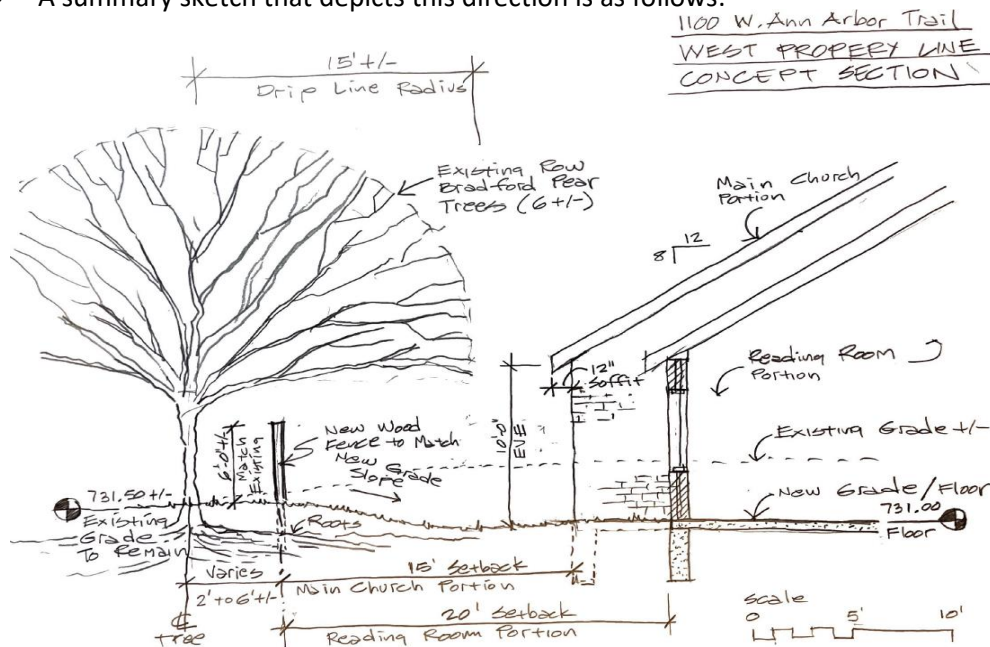
We held a specific meeting with Mr. and Mrs. Pagan, the next-door neighbors directly to the West of our property. From that productive and collaborative meeting, we determined the essence of their issues regarding the project design and scope and then developed a variety of revisions to address their concerns. A summary of the revisions made for them include the following:

- We have **MOVED** the Church to the East, further away from the property line so that the new building will not interfere with or damage the existing Bradford Pear trees during or after construction. It was determined that the 'drip line' and 'root diameter' of the trees was approximately 15 feet and the trees were offset to the West of the property line by between 2 and 8 feet.
- The Church design has been modified by further shifting the Reading Room section on the front of the building further to the East. The Reading Room is now centered on the mass of the design.
- The net of the building design change and moving the entire building to the East is that there will be either a 20 ft setback from the property line for the Southern 26 ft long section of the building and a 15 ft setback for the balance of the



Church. This will produce separation between the new Church and the trunks of the existing trees of between approximately **28 to 26 ft** for the majority of the trees and **17 to 20 ft** for a few of the trees on the Northern end of the tree row. **The trees will not be harmed by the project.**

- Mr. and Mrs. Pagan described that during heavy rains that water would pond in their front yard due to the existing Church property being higher than their property. It was explained that the new project design scope includes re-grading the Church property lower to now be below the Pagan's property elevation. In addition to these grade changes, ALL rain / stormwater that falls onto the Church / Condo property will now become collected and retained on-site within an expensive stormwater management system. **This will eliminate the flooding / ponding that has happened for decades on their property and elsewhere.**
- The final concern addressed is that we have agreed to provide a wooden privacy fence to match their existing fence that will extend from their garage to the front of the Church building. **This will provide privacy and aesthetics for them as requested.**
- A summary sketch that depicts this direction is as follows:



Once we conveyed our commitment to make these various changes, we received the following email directly from the neighbor Mr. Pagan:



NICK PAGAN
to me ▾

Tue, Mar 4, 1:42 PM (10 days ago)



Thanks for meeting with me and listening to my concerns. The revised site plan meets all of my concerns. It is surprising that a developer listens and reacts to a residents concerns. Congratulations to you and your team.

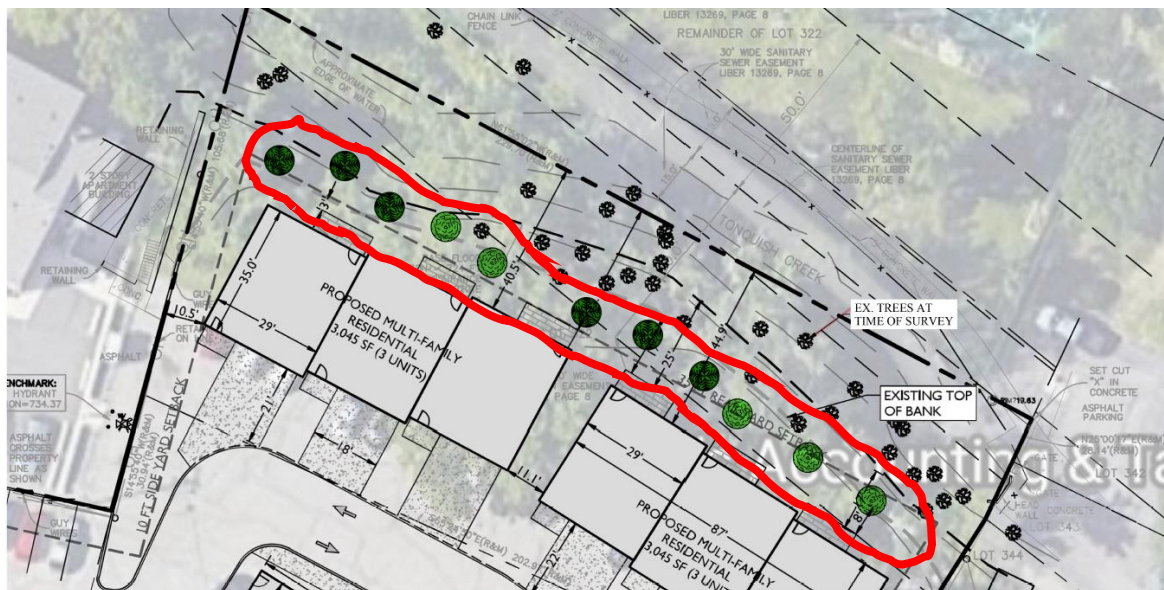
3. Screening New Condos from the Neighbors North of the Property.

During review and discussion at the February 12 PC meeting, the neighbors who live on Penniman Ave. to the North voiced concerns regarding the ability of the new Condo residents to have a clear view to the rear yards and homes of the existing Northern neighbors. Part of this open view is due to the original plan to fully 'restore' the creekbank to 'native'



conditions which would involve removing all non-native mature trees that are providing dense green screening. To address this open view concern to the North, we propose the following:

- We will plant **11 new pine trees** along the North side of the property that will provide screening between the new Townhouses and the existing neighbors to the North **all year round**, (not just summer).
- Instead of performing the full restoration of the creekbank that would involve removal of several non-native, but otherwise healthy and mature trees, we will perform a professional clean-up of this creekbank area to remove dead or damaged plant material. **This will allow all existing healthy tree and plant material within the creek bank area to remain in place as screening.**
- The net of these two scope directions will be that **there will now be dense landscape screening between the Townhouses and the existing Northern neighbors.** Adjacent is a sample rendering of this expected appearance. Below is the plan for the new trees. Additional renderings depicting this new proposed scope and resulting conditions are also included in this package.



BIRMINGHAM, AL
P2240101-001

PROJECT:
BROOKSIDE
VILLAGE

DATE & REVISIONS:
MARCH 13, 2025

SCALE & NORTH ARROW:



SCALE: NO SCALE

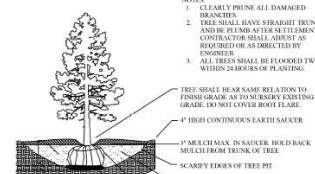
SHEET TITLE:
BROOKSIDE
VILLAGE
HILLSIDE TREE
BUFFERING PLAN

SHEET NO:
L-2

DESIGNED BY:
M.M.

NOTE:
Master Design Co. has solely provided
drawings for this project and has no
involvement with its implementation or
required permitting of the project.

SYM	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
	5	GREEN GIANT CEDAR	THUJA 'GREEN GIANT'	12'	B&B
	6	NORWAY SPRUCE	PICEA ABIES	10'	B&B



IMPORTANT TOPICS TO CLARIFY

From the 4 previous PC meetings, there have been **4 dominant topics** that were commented on by the majority of neighbors or PC members. At this time, we wish to provide some facts and clarifications regarding these key topics:

A. Traffic

The neighbors have claimed that the proposed project would increase traffic in this area. To address this concern, we propose to close off the site access drive to Joel R street and only allow daily traffic from and to Ann Arbor Trail. Emergency vehicles will be able to access this specially designed new grass drive. This action will eliminate daily car traffic in and out of the site to and through the neighborhood while maintaining emergency access.

In addition to controlling traffic access locations, we have commissioned a traffic 'Trip Generation Analysis' to study how much traffic will be generated by the new 20 homes and small church. The full report is included in this submission. The net conclusion in the report is that the amount of 'trips' in or out of the site on a routine daily basis is NEGLIGABLE. At the February 12 PC meeting, we had the traffic engineer (author of the study), attend the meeting to address any questions about his report. After around 15 minutes of thoughtful open discussion, the professional opinion from this licensed engineer is that the traffic use from the new project would produce an INSIGNIFICANT change in traffic volumes to the area. Well within the daily margin of routine daily deviation. In simpler terms, the traffic from the proposed project will NOT be noticeable. **Based on our understanding from this discussion and the facts, it was determined that no further traffic study would be needed, and that traffic does not represent any significant concerns for the proposed project.**

B. Density

There is a misconception that the proposed project is 'too dense'. Based on a variety of objective and fact-based analysis, this 'too' dense claim is not accurate. From the past 2 years of project development, that has included dramatic reductions (~33%) from initial proposed densities, the **present proposed density** is consistent with the Zoning Ordinance and many similar developments in Plymouth. A few objective clarifications regarding density:

1. Master Plan Analysis:

In the Future Land Use Map from the Master Plan, this exact parcel is specifically identified as wanting to be essentially a 'TRANSITION' use between the Commercial Downtown uses, maximum density multi-family uses (The Tonquish Manor), and Single Family Residential.

The proposed Brookside Village 'mixed use' project represents a perfect representation of what should be developed on this Transition parcel.

2. Density Per 'Room' Calculation:

The appropriate zoning district to model density from for this project would be 'RM-2', which calculates density by number of 'rooms'. Rooms per unit are counted as number of Bedrooms + One. (A 3 Bedroom unit would = a '4 Room Unit'). The RM-2 district allows for **1 'Room' for every 900 sf of gross land area**. For this project, the 'residential' portion of the property based on accurate CAD measuring tools of the most recent plan, (NOT including the land the Church and parking lot are on), is **71,563 sf.**, which would yield **79 Rooms**.

Based on this formula and the mix of 2 and 3 BR units we are proposing, the total proposed 'Rooms' by Ordinance definition would be **78**, which is one unit below the max allowable of **79** for the available gross property sf area.

Unit Type	Unit Quan	BR	'Rooms'	Total Rm
20 FT	2	2	3	6
26 FT	9	3	4	36
29 FT	6	3	4	24
Stand Alone	3	3	4	12
	20			78

Based on this analysis, the proposed density is COMPLIANT with the appropriate RM-2 zoning district.

3. Units Per Acre:

One other common method for defining density is utilizing 'Units Per Acre'. From an objective analysis of similar multi-family projects in Plymouth, the proposed Brookside Village is in fact equal to the **LOWEST DENSITIES** of other projects. See the following chart as prepared by the Cities Planning Consultant:

Table 6: Similar Existing Projects

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

4. Visual Common Sense:

In addition to the more scientific methods for calculating density, the simple fact of this proposed project is that by placing the 3 Stand Alone Condominiums along Ann Arbor Trail, (which will have the appearance and spacing of single-family houses), the Public will **NEVER** actually 'see' the townhouses located in the rear of the property. They will be shielded from view. Unlike other similar projects that are located directly on streets, **the density of the Townhouse units will NEVER actually be visually noticed.**



C. Public Benefit Definition / Clarification

One of the frustrations for satisfying a general requirement of a PUD is that the project must provide some form of 'Public Benefit' to the community. The challenge is that there is no clear definition for what a Public Benefit is and there is no metric that defines 'how much' Public Benefit needs to be provided to satisfy the deviations that a project is seeking through the PUD process.

Regarding the definition challenge, a vague, subjective descriptive reference in the Ordinance Section 78-311 (C) 1 a states:

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

We would like to draw attention to the words '**unlikely to be achieved**' as opposed to 'feasible'. Anything is 'feasible'. For this specific Brookside Village PUD, the simple and true fact is that unless this PUD scope goes forward, the benefits being provided within this PUD are absolutely, **UNLIKELY TO BE ACHIEVED – EVER**, by the neighbors, the existing church, a future church, the Manor or the City. Therefore, we would respectfully but strongly suggest that **ALL** of the items being proposed **should absolutely be considered as Public Benefits**. Because they are!

A simpler, common-sense way of looking at this, is by us investing HUNDREDS OF THOUSANDS OF DOLLARS (in our case \$925,000), in physical improvements that are accessible to and / or for the general Public, that would otherwise NOT happen, that logically, this provides a clear representation for what a true Public Benefit 'IS' or should be.

The list of Public Benefits being provided with this project includes the following:

1. Provide New Housing Type Per Master Plan Goals
2. Extend and Improve Tonquish Creek Trail to McKinley Ave.
3. Provide Select Improvements along the existing Tonquish Creek Trail
4. Provide Two New Creekside Public Park Areas along Creek and Trail
5. Additional Parking Availability
6. Selective Improvement for the Brookside Section of the Creek Bank
7. Plant Additional New Trees To Provide Vision Screening of the Townhouses
8. Produce Significant Net Traffic Reduction – Permanently
9. Provide Significant New Tax Revenue for the City
10. Addition of 20 New Families for the Downtown Community
11. All New Utilities Including New Stormwater Management System
12. Provide Tonquish Creek and Trail Restoration Master Plan
13. Support for RLUIPA to Maintain 120 Year Old Church Community

ADDITIONAL MARCH 19 SUBMISSION HIGHLIGHTS

Beyond addressing the Remaining Important Topics and the three February 12 PC Meeting Action Items, the majority of project scope remain as previously submitted. For convenient reference, below are some highlights of other ADDITIONAL updates to this revised March 19 submission:

- While we are still proposing to **ELIMINATE** the car access of the new Church parking lot to Joel R and Sheridan Streets, we shall now provide an **‘EMERGENCY VEHICLE ACCESS ONLY’** reinforced turf drive entry between the new Church parking lot and Joel R Street. This specialized entry will look like grass, but be reinforced to allow fire trucks, ambulances and other emergency vehicles to have access to the property. ***Daily car traffic will be prohibited.***
- We have further adjusted the proposed **Public Benefits** as specifically outlined in the updated Project Narrative based on feedback from the most recent PC meeting.
- We have included an itemized response to the **Wade Trim** engineers letter that describes how we intend to **resolve all engineering concerns** described within the review letter.

NOTE: Upon detailed review of ALL issues described within the Wade Trim letter, we are fully confident during the final engineering phase of the project that we will be able to FULLY SATISFY ALL issues raised by Wade Trim.

The contents of this submission include the following items (NOTE: ‘New’ or ‘Revised’ items are as noted. If not noted, the item is unchanged from the February 12 version.):

DOCUMENTS

- *Project Narrative & Public Benefits (Revised)*
- ***Wade Trim Review Letter – Response Comments (New)***
- ***Ordinance Section 78-311 General Authority, Criteria - Narrative Clarifications (New)***
- Trip Generation Analysis - (Fleis & Vandenbrink Consultants)
- Tonquish Creek Corridor Restoration Master Plan - (ECT Consultants)
- Draft Condominium Documents

DRAWINGS (R) = Revised (N) = New

Site / Civil

SP-1(N) ARCHITECTURAL SITE PLAN

C-1(R) COVER SHEET

C-2 DEMOLITION PLAN

C-3(R) SITE PLAN

C-4(R) GRADING PLAN

C-5(R) STORMWATER MANAGEMENT
PLAN

C-6(R) UTILITY PLAN

C-7(R) LIGHTING PLAN

C-8(R) LANDSCAPING PLAN

C-9 LANDSCAPING NOTES &
DETAILS

C-10 CONSTRUCTION DETAILS

C-11 CONSTRUCTION DETAILS

1 ALTA / TOPO Survey

Trail / Creek Improvements

**L-1 TONQUISH CREEKSIDE
IMPROVEMENT PLAN (N)**

**L-2 BROOKSIDE VILLAGE HILLSIDE
TREE BUFFERING PLAN (N)**

**L-3 CREEKSIDE PARKS AND TRAIL
ENHANCEMENT RENDERINGS (N)**

Architectural – Townhouse Residential Condominium

A-1(R) FLOOR PLAN OPTIONS

A-2 ELEVATIONS & SECTION STUDY

A-3 RENDERINGS

A-4 RENDERINGS

A-5(N) STREET VIEW RENDERINGS

Architectural – Church and General

CH101(R) FLOOR PLAN

CH301(R) EXTERIOR ELEVATIONS

CH302(R) EXTERIOR ELEVATIONS

AR102 (R) CONCEPTUAL RENDER

AR103 (R) CONCEPTUAL RENDER

With this submission, we request to appear at the **April 9** Planning Commission meeting. We look forward to being able to move this project forward at that meeting. Should you have any questions, please do not hesitate to contact us.

Regards,



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

1100 W Ann Arbor Trail

PROPOSED PUD DEVELOPMENT (Revision 2) – March 19, 2025

PROJECT NARRATIVE & PUBLIC BENEFITS

PROJECT OVERVIEW / HISTORY

The genesis for this project has come about from a simple need for the **First Church of Christ, Scientist, Plymouth**, a Church group that has been part of the Plymouth community for around **120 years**, to **‘downsize’ into a smaller facility** that would be more suited to their current and future congregation size. Their existing facility, built in the 1950’s, is simply way too large currently for their needs. In fact, the main structure is presently being rented to a different Church while the First Church of Christ, Scientist, Plymouth group occupies the smaller existing building on site.

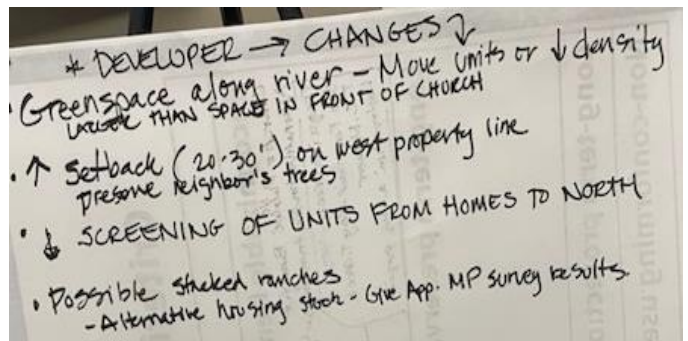
Since they cannot utilize the whole site for their Church, the new design would allow for a new smaller Church building on a portion of the existing property and a new small community of Townhome units to be built on the remaining portion of property. Multiple versions of this project scope have been presented over the past **2 ½ years**. Previous submissions have been presented on **March 8, 2023, April 12, 2023, July 19, 2023, May 8, 2024 and February 12, 2025**. The project being presented at this time calls for the following primary scope items:

- **A new single-story Church building of around 3,400 sf**
- **A new primary parking lot with 42 spaces – ALL accessed from Ann Arbor Trail**
- **17 new Townhome units, with a paved 1 or 2 car parking aprons in front of each unit**
- **3 new Streetside Stand-Alone Condo Homes with 2 car garages**
- **All new underground utilities including a Stormwater Detention System**
- **Multiple Public Benefit Improvements and features for the Plymouth Community as described herein**

Additional narrative descriptions and detailed drawings that depict all project scope elements are included in this submission. In lieu of referencing previous submission details, this current submission is focused simply on providing concise presentation of the current proposed scope.

FEBRUARY 12 PC MEETING SYNOPSIS

At the conclusion of the recent February 12 meeting, the PC identified 4 specific issues that needed to be addressed. These items and the proposed resolutions of them are specifically described in the Cover Letter of this submission and revised drawings and other documents included within this submission. For convenience, the 4 items are listed in the adjacent image. **WE HAVE MADE SUFFICIENT REVISIONS WITHIN THIS NEW SUBMISSION TO ADDRESS THESE ISSUES AS DESCRIBED.**



NEED FOR A PUD

NOTE: Based on ongoing comments being made during all PC meetings, we 'still' feel it necessary to reinforce how and why this project requires use of the PUD process. This project was initially introduced in mid-2022 as two separate projects for a smaller new Church + 30 new residential townhouses. Due to regulations required in the Religious Institutions Zoning Ordinance (**Section 78-296**), it is **necessary** to combine both the Church and Residential project scopes into a single project under the PUD process. This is the **ONLY WAY** to achieve or maintain a small Church building in Plymouth. In fact, most of the existing Churches in the center Plymouth area, including the existing Christ Scientist facility, are NOT in conformance with the current Zoning Ordinance. **NOTE: Ordinance 78-296 imposes unachievable restrictions to ALL smaller Church communities in Plymouth.**

PUBLIC BENEFITS SUMMARY

This summary along with assorted attachments as referenced represents the updated offering for providing the community with significant project elements that would be of benefit to the City and our neighbors and that would be done ONLY as part of the proposed development.

1. Provide New Housing Type Per Master Plan Goals

The City of Plymouth has a wonderfully varied assortment of high-quality single-family homes throughout their various neighborhoods. This represents the majority of the housing stock in Plymouth. As the community ages out of their family homes, there are few options to 'downsize' into a smaller, high-quality home with reduced maintenance. The proposed Brookside Village Townhome units offer the community a new housing 'type' to satisfy this market demand. The goal is to develop more of these housing multi-family housing types is clearly referenced in the Master Plan. ***This proposed PUD project will provide this critical additional housing type.***

2. Extend and Improve Tonquish Creek Trail to McKinley Ave.

Presently, the 'usable' portion of the Tonquish Creek Trail exists from the NW corner of the Tonquish Manor to the East to Harvey Street. While there is available City owned land that extends to the West, that part of the Trail is either unimproved, muddy soil or deteriorated wooden boardwalk. Within the PUD scope, we would propose to clean up and provide a usable new 8 foot wide aggregate surface from the present end of the paved Trail to where the Trail connects to McKinley Avenue. This is around a 500 ft long section of Trail.



Existing Trail Looking East toward the Manor



Proposed new pervious surface



Existing Trail Looking West toward McKinley Ave.

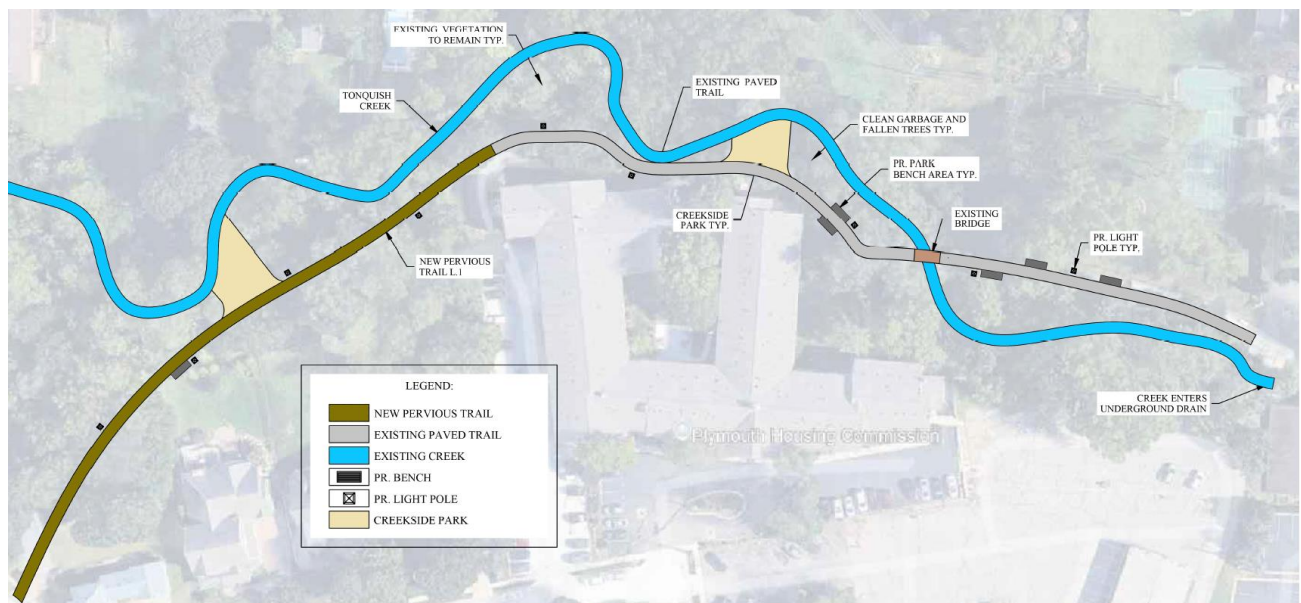


Proposed new pervious surface

In addition to improving the trail surface to a usable condition, we shall also clean up debris from the general trail path area. See the new sheet '**L1 – TONQUISH CREEKSIDE IMPROVEMENT PLAN**' for details. NOTE: Providing this improvement will require permitting from EGLE and other agencies.

3. Provide Select Improvements along the existing Tonquish Creek Trail

For the existing paved section of the Tonquish Creek Trail located along the North side of the Development property and the Tonquish Manor, there is an assortment of dated and damaged **light fixtures and benches**. As part of the proposed project, we would replace or provide additional ornamental light fixtures and benches as shown in the Key Plan below. We will coordinate the final selection and location of the specific lights and benches with City officials at the appropriate time. See the new sheet '**L1 – TONQUISH CREEKSIDE IMPROVEMENT PLAN**' for details.





4. Provide Two New Creekside Public Park Areas along Creek and Trail

During the February PC meeting discussions, providing more accessible public park and greenspace associated with the Tonquish Creek area is a current Strategic Plan goal for the City. To support this, we are proposing to provide **TWO** separate new **Creekside Public Parks** along the trail. Each Park shall include:

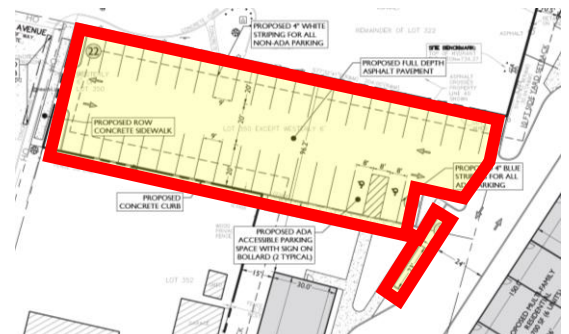
- 2 New low maintenance benches
- 1 New LED light pole on a timer or photocell
- 1 New bike rack
- New pervious self-draining hard surface area
- Select ornamental landscaping
- Attractive views of the Creek
- Convenient access to the Trail
- Area around Park to be cleared of debris and overgrown landscaping



See the new sheet 'L1 – TONQUISH CREEKSIDE IMPROVEMENT PLAN' for details. To the side is a rendering of what one of the parks may look like.

5. Additional Parking Availability

For the past several years First Church of Christ, Scientist, Plymouth has had an arrangement to share a limited amount of parking for some neighbors including the Tonquish Manor and others. It has been a goal of the project design to provide parking that might allow for sharing parking with the neighbors in some way. Within the new site design, the parking lot for the Church has been designed to provide **excess parking** beyond what the Church population would require. This produces **additional parking spaces** that can be shared in some fashion going forward. Specific neighbors and use arrangements will become defined over time, but this **additional parking capacity**



is part of the project plan. It is expected that the Tonquish Manor along with other nearby neighbors will be able to take advantage of this parking opportunity well into the future.

6. Selective Improvements for the Brookside Section of the Creek Bank

The original scope for this improvement involved restoring all plant material on this section of creek bank to native species. This would involve the removal of otherwise healthy trees and brush. During the public hearing portion of the February 12 PC meeting, it was learned that the neighbors to the North along Penniman Avenue were less concerned about providing a pure restoration, and more concerned about maintaining dense plant and tree material that provide visual screening of and from the new Townhouse units that face North.

As a result of this new understanding, we now propose making selective improvements of the 230 ft wide section of the creek bank. Specific scope for these improvements includes:

- Removal of all dead or unhealthy plant material
- Clean up of select debris along this section of the existing creek bank.
- Removal or repair of the existing chain link fence on the South edge of the Trail (subject to City approval)
- Limited planting of new native Michigan wildflowers in selective areas to further stabilize the bank and provide color.

The net result of this approach is that this open area of creek bank will be aesthetically improved and provide significant ongoing vision screening between the new Townhouse residents and the existing Penniman neighbors.



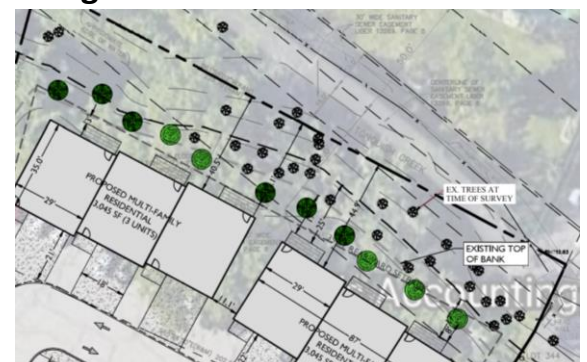
Existing trail looking East at bridge



Improved trail looking East at bridge

7. Plant Additional New Trees to Provide Vision Screening of the Townhouses

In addition to the selective improvement and clean-up of all existing tree and plant material along the South section of the creek bank, we propose planting **11** new pine trees that will provide additional long term visual screening **ALL YEAR ROUND** between the Townhouse units and the Penniman neighbors to the North. See the new sheet '**L-2 Brookside Village Hillside Tree Buffering Plan**' for specific specie and location details.



8. Produce Significant Net Traffic Reduction – PERMANENTLY

With the effective blocking of access to Sheridan Street now part of the design, and the total population of the new project being significantly less than what a fully functioning Church operation would otherwise be, the overall traffic impact to the neighboring community will become **PERMANENTLY, SIGNIFICANTLY REDUCED.**

To quantify this effect, we have hired a recognized Traffic Consultant, **Fleis & Vandenbrink** to study and document the traffic trip generation for this project as compared to a fully operational Church for this size property. Their full report is included with this submission.

NOTE: While many of the Public Hearing comments pertained to Traffic concerns, this trip analysis report and basic common sense reveals that traffic to and from this proposed project will be **unnoticeable**. Per SEMCOG data, there are **7,330 cars** that pass by this site EVERY weekday! Simply put:

THE PROPOSED LOW TRAFFIC WILL A BENEFIT, NOT A PROBLEM.



9. Provide Significant New Tax Revenue for the City

This property has been occupied by the Church for decades. By changing the use and occupancy of this land from Church use to Luxury Residential use, the City will be in line to receive new property tax revenue for decades to come. The final amount of new income to the City will be tied to the final value of the developed property but is expected to be very significant. This money can help with City services, infrastructure maintenance and other City costs.

Based on the anticipated SEV taxable values of the new Condominiums, we would estimate the initial Tax Revenue to the City to be around **\$ 265,000** and will grow **every year** into the future.

10.Addition of 20 New Families for the Downtown Community

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



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

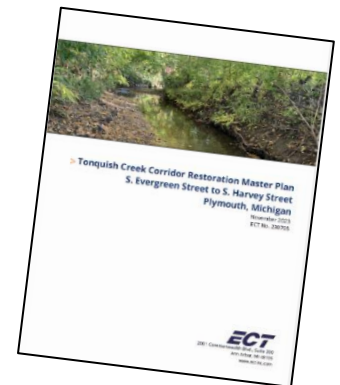
11. All New Utilities Including New **STORMWATER MANAGEMENT SYSTEM**



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

12. Provide Tonquish Creek and Trail Restoration **MASTER PLAN**

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



13. Support for RLUIPA To Maintain 120 Year Old Church Community

The '**Religious Land Use and Institutionalized Persons Act**' (RLUIPA) law of 2000 defines how communities can support Church communities' ability to practice their religious freedoms. Approving the proposed PUD project scope will allow this 120 year old Church community to continue their work in a new 'right sized' facility and property. As described previously, due to the unique and restrictive Religious Institutions Zoning Ordinance in Plymouth, if they are forced to remain in their existing oversized facility, they will eventually cease to exist financially. Thus, the **only way** for them to exist in their 120 year home of Plymouth is via the PUD process and a new smaller Church building. The proposed Brookside Village PUD project perfectly provides for that unique opportunity.

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

- **INITIAL DIRECT FINANCIAL INVESTMENT**
- **LONG TERM FINANCIAL BENEFITS TO THE COMMUNITY**

DIRECT FINANCIAL INVESTMENT

	Value
Extend Tonquish Creek Trail 500 ft to Connect to McKinley Ave.	\$100,000
Tonquish Trail Lighting & Benches Upgrades	\$75,000
Additional Parking to Share with Manor, Neighbors and Public	\$150,000
2 x Creekside Public Parks	\$150,000
Clean up of Brookside portion of Tonquish Creek Bank	\$100,000
Update ALL on-site utilities & Storm Water	\$300,000
Provide Tonquish Creek & Trail Restoration Master Plan	\$50,000
Total Investment into Public Benefits	\$925,000

LONG TERM FINANCIAL BENEFITS TO THE COMMUNITY

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

ADDITIONAL CLARIFICATIONS / CONTENT

From comments received during previous submissions, we have provided additional clarifications to address questions or concerns raised. The following represents a summary of these issues. More detailed content for these issues can be found in previous submissions if desired.

1. Wade Trim Review Clarifications

Wade Trim, the City's consulting engineer, has provided an initial review of the preliminary Civil Engineering documents provided at this stage of the project. From these comments, our engineer, Stonefield Engineers, has provided an itemized response to every comment. Based on this response, we are highly confident that at the final engineering phase of the project, we will be able to **fully address all of the Wade Trim concerns as provided**. See the Stonefield letter for specific comment.

2. DRAFT Condominium Documents

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

3. Creek Bank Protection During Construction

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

1. **The Townhome units along the top-of-bank were shifted further South to create more open space.**
2. Prior to construction of the units, the full **RESTORATION** of the creek bank will occur. The scope of this work involves strategic planting of engineered species of plant material that will **stabilize** the entire slope from Top of Bank down to the stream level. With this work in place, the creek bank will be far more stable and resilient than it presently is.
3. The Townhome units will all be simple 'Slab on Grade' structures with **shallow trench footings**. None of the units will have basements. This design will require a minimally invasive construction method with smaller equipment.
4. To further contain any debris that may be produced during the minimally invasive construction process, the placement of a '**Silt Fence**' along the entire Top of Bank area will be used. This standard construction process will ensure that no material escapes the construction area.

4. Height Clarifications

The height of all new residential structures shall be in line with the 'R-1' Regulations, at 25 ft to the midpoint of the sloping roofline. As a point of reference for context, we were asked to compare this with the height of the existing office building next door to the East of the property. Based on original drawings, the Office building height appears to be around **28 ft**. See below. All new Condominium structures will be **25 ft tall** per Ordinance standards.

5. Construction Phasing

The project is intended to be constructed in phases that will be based on sales pace and activity. The current plan is to construct all of the site grading, internal roads, parking and utility work along with the Church building + the 3 x Stand Alone Condos along Ann Arbor Trail + the initial Townhome building along the East property side as the first phase. Additional Townhome buildings will be constructed to match sales activity.

6. R1 Zoning Single Family Lot Concept

During the public comment at some of the PC meetings, the concept of simply putting a development together that would be based on the present 'R1' zoning was brought up. We had looked at this option early in our project development and quickly determined that with the market cost of the land combined with high construction costs, there was simply no way to achieve a viable development of single family homes for this property. The odd shaped land would only yield around 7 buildable home lots plus the one Church lot with parking.

COMMUNITY GOALS

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

QUALITY OF LIFE

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

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

FINANCIAL STABILITY

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

ECONOMIC VITALITY

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

INFRASTRUCTURE

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

*The project TEAM remains extremely excited to bring this wonderful development to the City of Plymouth for consideration and look forward to presenting this scope as our formal PUD submission on **April 9, 2025.***

FIRST CHURCH OF CHRIST,
SCIENTIST, PLYMOUTH

STONEFIELD

February 11, 2025

Greta Bolhuis, AICP
Planning & Community Development Director
City of Plymouth
201 South Main Street
Plymouth, MI 48170

**RE: Engineering Review
Proposed Planned Unit Development
1100 West Ann Arbor Trail
City of Plymouth, Wayne County, Michigan**

Ms. Bolhuis:

The following is an itemized response to the comments contained within the Wade Trim Engineering Review Letter dated February 6, 2025. All responses are shown in 'bold' font. For the sake of brevity, any comments that are statements of fact or have been previously addressed are not included in the responses below.

In summary, we fully expect to successfully address all concerns raised in the Wade Trim comments as we develop the final engineering documents. We do not see any issues that cannot be successfully addressed.

Public Sanitary Sewer

1. There is a 10-inch sanitary sewer on Ann Arbor Trail that is available for connection from the site to the City's public sanitary sewer. A new manhole will need to be constructed over the existing 10-inch sanitary sewer. Since the public sanitary sewer is located down the middle of Ann Arbor Trail, the connection work will likely require a temporary shut down of this section of Ann Arbor Trail.

Acknowledged, a new doghouse manhole will be installed for any connection to the existing sanitary main within Ann Arbor Trail. Any required traffic maintenance plan and closures for the installation will be developed and submitted as part of the final engineering approval plans.

2. The proposed site plan proposes to install a new 8-inch sanitary sewer between two of the proposed townhomes that are adjacent to Ann Arbor Trail. This is a poor location for public sanitary sewer. While the applicant has indicated that they would grant a public easement over the location of the proposed sanitary sewer, this location is not a desirable location for the City to provide long term maintenance. It is simply too close to the proposed townhomes and not in an accessible location.

We will work with the Municipal Services department to coordinate the best location for the proposed public sewer system. An adequately sized (12 FT) easement will be provided around all facilities to ensure the location is accessible for any required maintenance.

STONEFIELDENG.COM

555 S OLD WOODWARD AVE, SUITE 12L, BIRMINGHAM, MI 48009 248.247.1115 T. 201.340.4472 F.

3. We recommend that the sanitary sewer enter the site at a location under the proposed access driveway off of Ann Arbor Trail.

We will work with the Municipal Services department to coordinate the best location for the proposed public sewer system. An adequately sized (12 FT) easement will be provided around all facilities to ensure the location is accessible for any required maintenance.

4. The minimum size public sanitary sewer is 10-inch in diameter.

The proposed sanitary main size will be increase to the required 10" minimum.

5. We also recommend a minimum of 12-feet for the width of the sanitary sewer easement.

A 12 FT easement will be provided over the center of the sanitary sewer system as part of final approval.

6. A Part 41 permit from the State of Michigan Department of Environment, Great Lakes & Energy (EGLE) for new sanitary sewer construction will be required.

Acknowledged, a Part 41 EGLE permit will be submitted by the city once the utility system is finalized and approved.

Public Water Supply

1. There is a 12-inch water main along Ann Arbor Trail that is available for the site to connect to for public water. There is also public water main available at the corner of Joel and Sheridan, where the city recently installed a new gate valve & well for this property to connect.

Connection will be updated to the new gate valve and well.

2. Similar to the proposed sanitary sewer, the current site plan proposes an 8-inch water main entering the site from Ann Arbor Trail between two of the proposed townhomes. This is a poor location for the proposed water main.

We will work with the Municipal Services department to coordinate the best location for the proposed public water system. An adequately sized (10 FT) easement will be provided around all facilities to ensure the location is accessible for any required maintenance.

3. We agree that the project should loop the water main and have two connections – one at Ann Arbor Trail and the other at Joel and Sheridan.

Acknowledged.

4. We recommend that the plan be revised so that the proposed 8-inch water main connects to the new gate, valve and well at Joel and Sheridan. We further recommend that the new water main follows along the north edge of the property (adjacent to Tonquish Creek Manor) in such a manner that the water main easement runs along the north property line. This will allow the city the opportunity to access this public main in the future with minimal disruption.

The Northern property line is currently encumbered by overhead utilities and poles which would make the suggestion less desirable. Additionally, Tonquish Creek Manor currently has onsite water main that is looped based on utility maps that were made available. Coordination with the Municipal Services Department will be made prior to final approval for the most desirable location of all facilities.

5. For the connection to/from Ann Arbor Trail, we recommend that the water main runs along the east property line until just north of the first set of townhomes. We agree that the water main needs to run between the two garage areas of the townhomes as part of connecting through the project site.

Final alignment will be coordinated with the Municipal Services Department prior to final approval.

6. It is our understanding that the City's Department of Municipal Services prefers one larger (2-inch perhaps) water service into each multi-unit building rather than multiple individual water services to each townhome.

Acknowledged, a single 2" connection to each building will be proposed as part of all future submissions.

7. A permit from EGLE for new water system construction will be required for the new water main.

Acknowledged, an EGLE water main permit will be obtained prior to the start of construction.

Storm Water Management Comments

1. The plans propose an underground storm water detention area in the southwest corner of the property.

Acknowledged.

2. The current storm water management plan has the storm water discharging to the city's storm sewer on Ann Arbor Trail.

Acknowledged.

3. The Tonquish Creek passes by/through the northern edge of this property. As part of the project, easements should be granted to provide adequate access for future maintenance of Tonquish Creek.

An easement will be granted as part of final approval.

4. We reserve the right to provide further review of the proposed storm water management system once the location of the other public utilities has been finalized.

Acknowledged.

Site Access and Circulation Concerns

1. We are aware that the general public has indicated that they do not want an access driveway off of Joel Street at the Sheridan intersection. We would like to offer some additional thoughts on this topic from the perspective of public safety and general traffic mobility. From our perspective, we believe that there should be two access driveways into this future site.

Acknowledged. An 'emergency only' access drive will be provided to Joel R Street for public safety vehicles utilizing structural grass pavers and mountable curb. Residents will not be allowed.

2. First, from a public safety perspective, the additional driveway would be very beneficial if there was ever a fire on the proposed property. We believe that the fire department would want to connect their hose to multiple hydrants to draw water to fight the fire. Access to the hydrant at Joel and Sheridan would prove difficult without an access driveway on that part of the project.

Acknowledged. An 'emergency only' access drive will be provided to Joel R Street for public safety vehicles utilizing structural grass pavers and mountable curb. Residents will not be allowed.

3. From a general traffic mobility perspective, if the project only has one entrance, it will mean more left turns from east bound Ann Arbor Trail into the proposed development. Ann Arbor Trail is not wide enough in this area for a car to go around a vehicle turning left into the proposed site, which may cause unnecessary delays along this major city street. Having a second access to the site means there will be a better disbursement of traffic to and from the site.

Elimination of public access to the residential streets was preferred by the neighboring public. With the limited residential units and smaller church congregation the traffic generated on the site is not anticipated to have any significant impact to road level of service as determined by Fleis & Vandenbrink, the traffic consultant. Also, if there was a site access on Joel R street, Eastbound traffic from Ann Arbor Trail would be making the same left hand turn. We will coordinate this traffic issue with the Planning Commission and City Staff.

4. Within the site, there is a proposed drop off zone in front of the future church building. With only one entrance off of Ann Arbor Trail, all cars that plan to use the drop off zone will be required to enter the site and drive all the way through the site in order to position their vehicle at the drop off point. And then depending on how far south they pull up to drop someone off, the vehicle may have to leave the site in order to re-enter the site to park.

Site circulation is planned to be seamless between the church and residential portions of the PUD with intended drop off circulation through the residential loop drive. With limited drop off, there is no anticipated need to leave the site to circulate the site in this intended vehicular circulation path.

General Comments

1. The public sidewalk on Ann Arbor Trail should continue through the proposed drive approach.

The sidewalk along Ann Arbor Trail does continue through the drive approach and will meet all city commercial approach standards.

2. It appears that there will be a significant amount of dirt removed from the site. The proposed finished floor elevations of the townhomes are approximately 2 to 3 feet lower than existing ground elevations.

Due to the adjacent existing site elevations, a reduction in the portions of the proposed site elevation is required to not adversely impact the neighboring properties and for proper stormwater management. An additional analysis and coordination of the site grading will occur as part of final engineering approval.

Additional Comments

1. Applicant to supply comprehensive traffic study regarding project impacts

The perspective site does not generate over 100 peak trips and the previously submitted trip generation report supports this. With the low levels of traffic generated with access from a minor arterial street, such as Ann Arbor Trail, impacts to the level of services will be negligible and why a traffic study is not required by ordinance standards. We will discuss this with the Planning Commission and City Staff.

2. Add raingardens, infiltration basins, or other above ground stormwater facilities to plan.

Small bioretention facilities will be evaluated and added based on feasibility to promote infiltration and green infrastructure practices.

Should you have any questions regarding the submission items or responses above please do not hesitate to contact our office.

Regards,



J. Reid Cooksey, PE, LEED AP BD+C
Stonefield Engineering and Design, LLC

Sec. 78-311. - General authority, criteria.

- (a) A planned unit development (PUD) may be applied for in any zoning district. The grant of a planned unit development application shall require a rezoning by way of amendment of this chapter upon the recommendation of the planning commission and approval of the city commission.
- (b) Any land use authorized in this article may be included in a planned unit development, subject to adequate public health, safety, and welfare protection mechanisms being designed into the development to ensure the compatibility of varied land uses both within and outside the development.
- (c) The applicant for a planned unit development must demonstrate all of the following criteria as a condition to being entitled to planned unit development treatment:
 - (1) Grant of the planned unit development will result in one of the following:
 - a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; **[[[THE PROPOSED PUD INCLUDES 13 SIGNIFICANT PUBLIC BENEFITS THAT ARE UNLIKELY TO BE ACHIEVED IF THIS PUD IS NOT APPROVED. WITHIN THE SUBMISSION IS A HIGHLY DETAILED NARRATIVE INCLUDING DRAWINGS, DESCRIPTIONS AND PROJECTED FINANCIAL BENEFITS TO THE COMMUNITY. NONE OF THESE IMPROVEMENTS OR INVESTMENTS ARE 'LIKELY' WITHOUT THE PUD PROCESS AND SCOPE AS SUBMITTED. ONE VERY SIGNIFICANT ITEM OF NOTE IS THE STORM WATER MANAGEMENT SYSTEM. IF THE CHURCH REMAINS OR IF SINGLE FAMILY HOMES WERE BUILT, THIS VALUABLE SITEWIDE ASSEST WOULD NOT BE REQUIRED.]]]**
 - b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; **[[[THE PROJECT SCOPE INCLUDES SIGNIFICANT INVESTMENT AND IMPROVEMENTS IN SURROUNDING NATURAL RESOURCES OF THE TONQUISH CREEK AND TRAIL AREAS. IT IS HIGHLY UNLIKELY THAT THE CITY OR ANY OF THE PROPERTY OWNERS WOULD HAVE FUNDS AVAILABLE TO DO THESE IMPROVEMENTS WITHOUT THE PUD PROJECT AS SUBMITTED.]]]**
 - c. Long-term protection of historic structures or significant architecture worthy of historic preservation; **[[[NOT APPLICABLE]]]**or
 - d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated. **[[[THE PRESENT NONCONFORMING CHURCH FACILITY WILL BECOME UPDATED INTO A NEW MULTI-USE PROPERTY CONSISTENT WITH THE GOALS DEFINED IN THE MASTER PLAN. THE PROPOSED MIXED-USE OF RESIDENTIAL AND RELIGIOUS INSTITUTION REPRESENTS THE PERFECT BLEND OF USES FOR THIS PROPERTY WHICH IS IDENTIFIED AS A 'TRANSITION' PARCEL ON THE MASTER PLAN FUTURE LAND USE MAP.]]]**

- (2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities. [[[THE USE AND DENSITY OF THE PROPOSED PUD DEVELOPMENT WILL ACTUALLY PRODUCE A REDUCTION IN DEMANDS ON PUBLIC SERVICES AS DEFINED IN THE TRAFFIC TRIP ANALYSIS AS PROVIDED. *THE UPDATED CLOSING OF ACCESS TO SHERIDAN STREET WILL BE A SIGNIFICANT BONUS TO THE NEIGHBORHOOD.* ALSO, THE PUD PROJECT SCOPE INCLUDES PROVIDING A NEW STORMWATER DETENTION SYSTEM THAT WILL SIGNIFICANTLY REDUCE STORMWATER FROM THIS PROPERTY SURGING INTO THE ADJACENT NEIGHBOR, CREEK OR PUBLIC SEWER SYSTEM DURING HEAVY RAIN EVENTS. THIS IS A SIGNIFICANT IMPROVEMENT.]]]
- (3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the city. [[[THE PROPOSED CHURCH AND RESIDENTIAL USES AS PROPOSED ARE FULLY CONSISTENT WITH THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY. THE CHURCH AND RESIDENTIAL DENSITIES ARE CONSISTENT WITH MANY OTHER SIMILAR USE SETTINGS THROUGHOUT THE CITY.
- (4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land. [[[THE SCOPE OF THE PROPOSED PUD DEVELOPMENT INCLUDES SIGNIFICANTLY IMPROVING ENVIRONMENTAL CONDITION AT AND AROUND THE SITE. THE EXISTING CHURCH STRUCTURE DOES NOT HAVE A HISTORIC DESIGNATION.]]]
- (5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties. [[[THE REPLACEMENT OF AN UNDER-UTILIZED AGED CHURCH BUILDING IN NEED OF SIGNIFICANT MAINTENANCE WITH A CAMPUS OF BRAND-NEW STRUCTURES DESIGNED TO BLEND INTO THE COMMUNITY WILL PROVIDE A POSITIVE ECONOMIC IMPACT TO THE SURROUNDING PROPERTIES. THE DESIGN AND MASSING OF THE NEW STRUCTURES ARE WITHIN OR LESS THAN THE ZONING REGULATIONS OF THE ADJACENT PROPERTIES. THE PROJECT 'FITS' WELL ON THE SITE. THIS IS A SIGNIFICANT BONUS AS COMPARED TO IF THE EXISTING CHURCH PROPERTY WERE TO BECOME ABANDONED OR FALL INTO FURTHER DISREPAIR OR BLIGHT.]]]
- (6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article. [[[CHAMPION DEVELOPMENT GROUP SHALL BE THE SINGLE MANAGEMENT ENTITY THAT WILL ASSURE THE COMPLETION OF THE PROJECT. ONCE COMPLETE, THE NEW OCCUPANTS OF THE PROPOSED PUD PROJECT WILL BE PART OF A CONDOMINIUM COMMUNITY THAT WILL HAVE A 'MASTER ASSOCIATION' THAT WILL GOVERN OPERATIONS AND MAINTAINANCE OF ALL ACTIVITIES ON THE PROPERTY IN PERPETUITY. THE MASTER ASSOCIATION WILL HAVE A BOARD OF DIRECTORS.]]]

- (7) The proposed planned unit development shall be consistent with the goals and policies of the city master plan. [[[THE PROPOSED PUD REPRESENTS A PERFECT FIT FOR THE PROPOSED 'MIXED USE' DEVELOPMENT FOR THIS PROPERTY AS DEFINED ON THE 'FUTURE LAND USE' MAP FROM THE MASTER PLAN. THIS PARCEL IS UNIQUELY POSITIONED AS A 'TRANSITION' PROPERTY BETWEEN THE COMMERCIAL DOWNTOWN AREA, THE R-1 SINGLE FAMILY DISTRICT AND AN RM-2 MULTI-FAMILY DISTRICT (THE TONQUISH MANOR). AS A TRANSITION PARCEL, THE SCALE, USES AND DENSITY OF THE PROPOSED PUD REPRESENT AN IDEAL BALANCE FOR THIS PROPERTY.
- (8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts. [[[AS DESCRIBED IN ITEM '7' ABOVE, THE PROPOSED PUD REPRESENTS AN IDEAL BALANCE OF USES, SCALE, MASSING AND DENSITY AND WILL BE COMPLIMENTARY TO THE ADJOINING ZONING DISTRICTS.]]]
- (9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards. [[[THE APPLICANT IS PRESENTLY 3 YEARS INTO REFINING THE CONTENT OF THIS PUD SUBMISSION. AT ALL PREVIOUS STEPS, WE HAVE TAKEN NOTES AND MADE POSITIVE REVISIONS TO FIT INTO THE APPLICABLE ZONING STANDARDS REQUIRED. THERE HAS NOT BEEN ANY ATTEMPT TO CIRCUMVENT THE STANDARDS AS ALLOWED FOR THROUGH THE PUD PROCESS.]]]

(Ord. of 10-6-03)



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

November 2023
ECT No. 230705



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

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Exhibits

Exhibit 1	Existing Conditions
Exhibit 2	Proposed Plan

1.0 Introduction

1.1 **Background**

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

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

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

1.2 **Project Location**

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

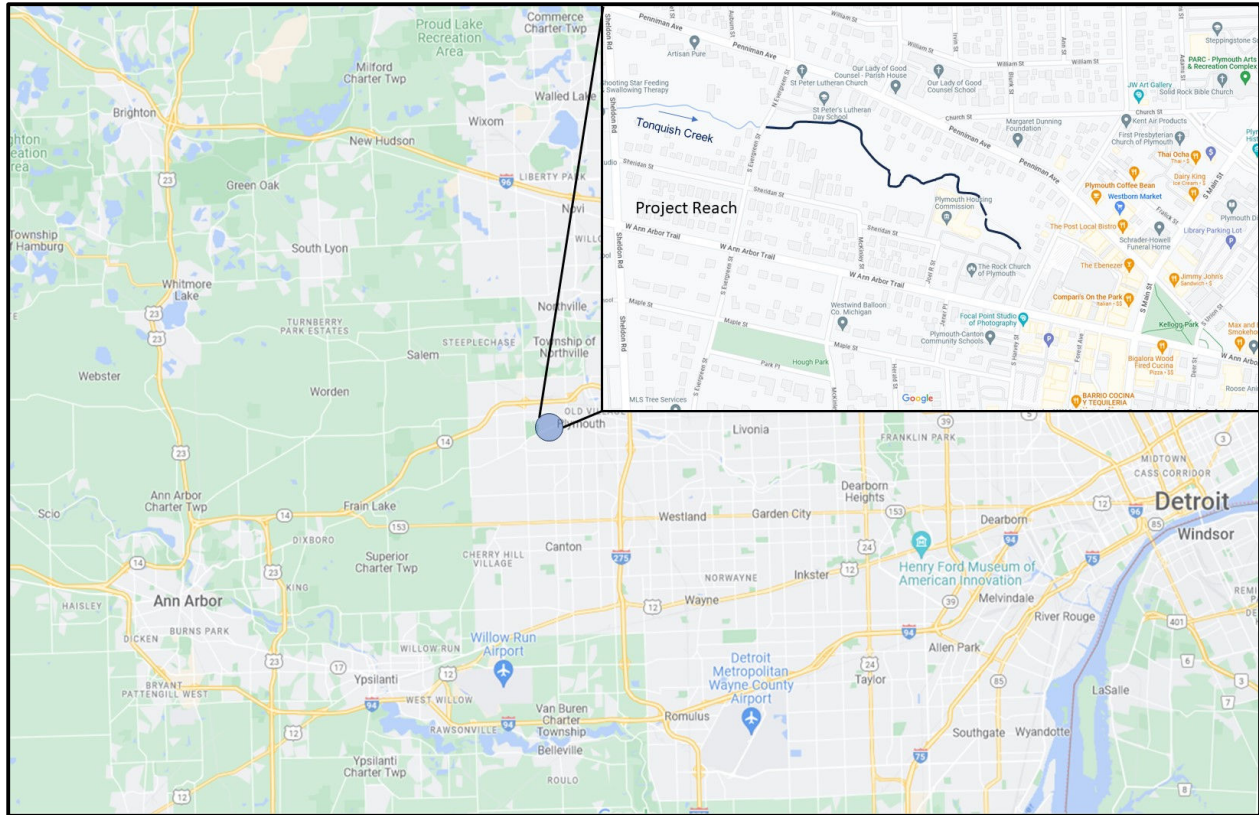


Figure 1. Tonquish Creek Location in Plymouth, MI

Stream Restoration

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

The assessment of existing stream conditions concluded:

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

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

Restoration of the stream may involve:

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

Green Stormwater Infrastructure (GSI)

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

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

Land Acquisition

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

Recreational Trail

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

Pedestrian Stream Crossings

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

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

Riparian Vegetation Management

Riparian restoration of the stream corridor includes:

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

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

Tonquish Creek Restoration

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



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



Figure 3. Typical Log Riffle with Natural Gravel Material

1.3 Construction Costs

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

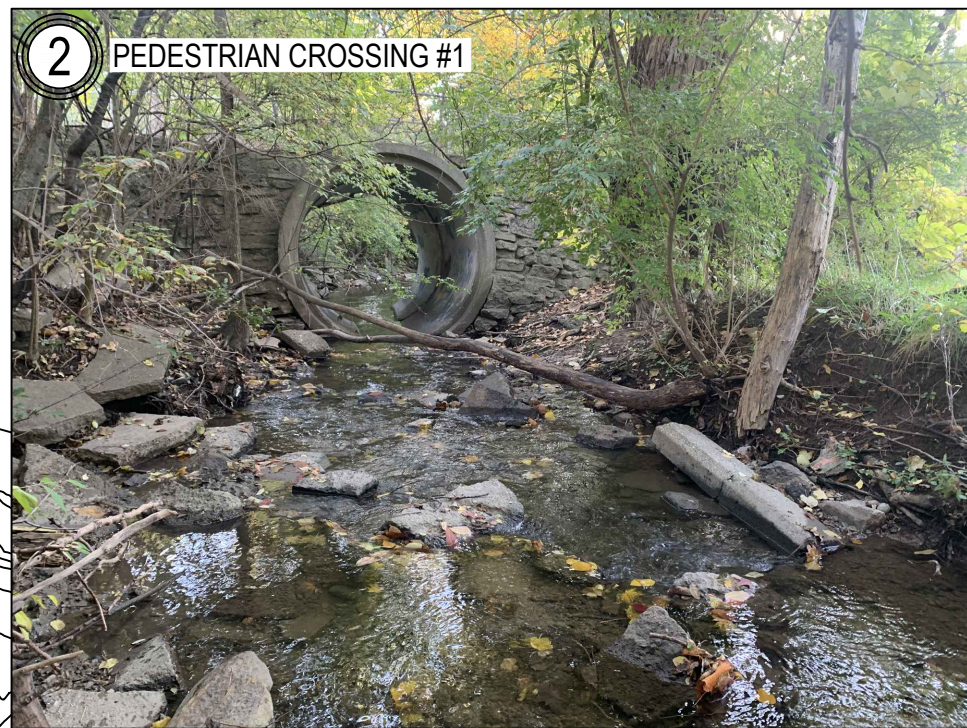
Table 1. Preliminary Range of Probable Costs

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

Exhibit 1 Existing Conditions



1 GULLY BELOW STORM OUTFALL



2 PEDESTRIAN CROSSING #1



3 BROKEN CONCRETE LINED STREAMBANK AND BED - TYPICAL



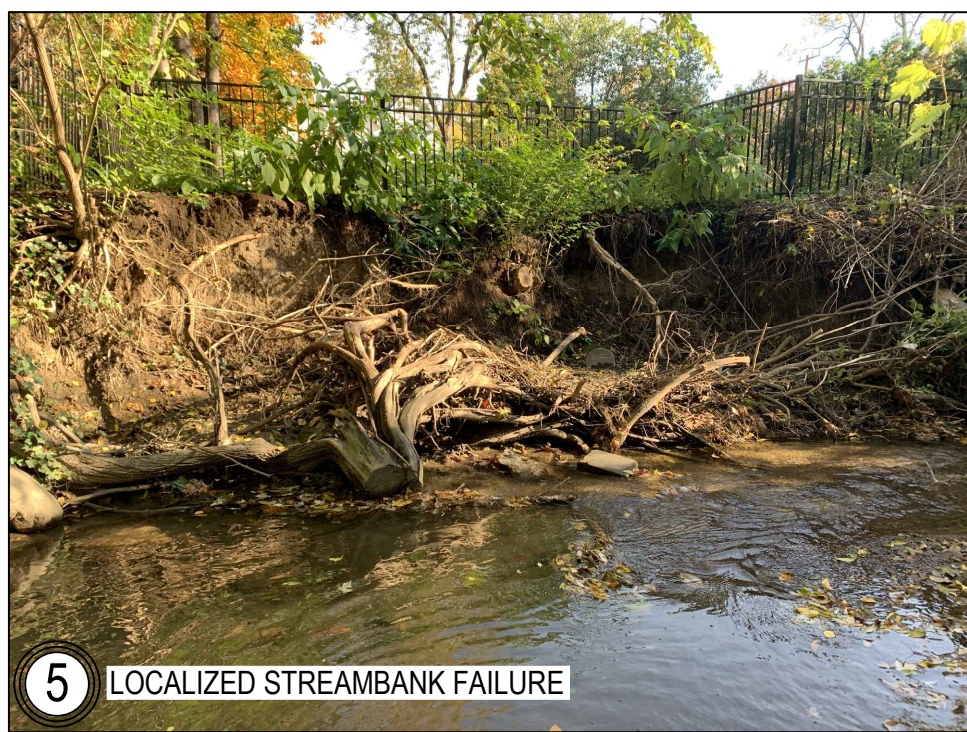
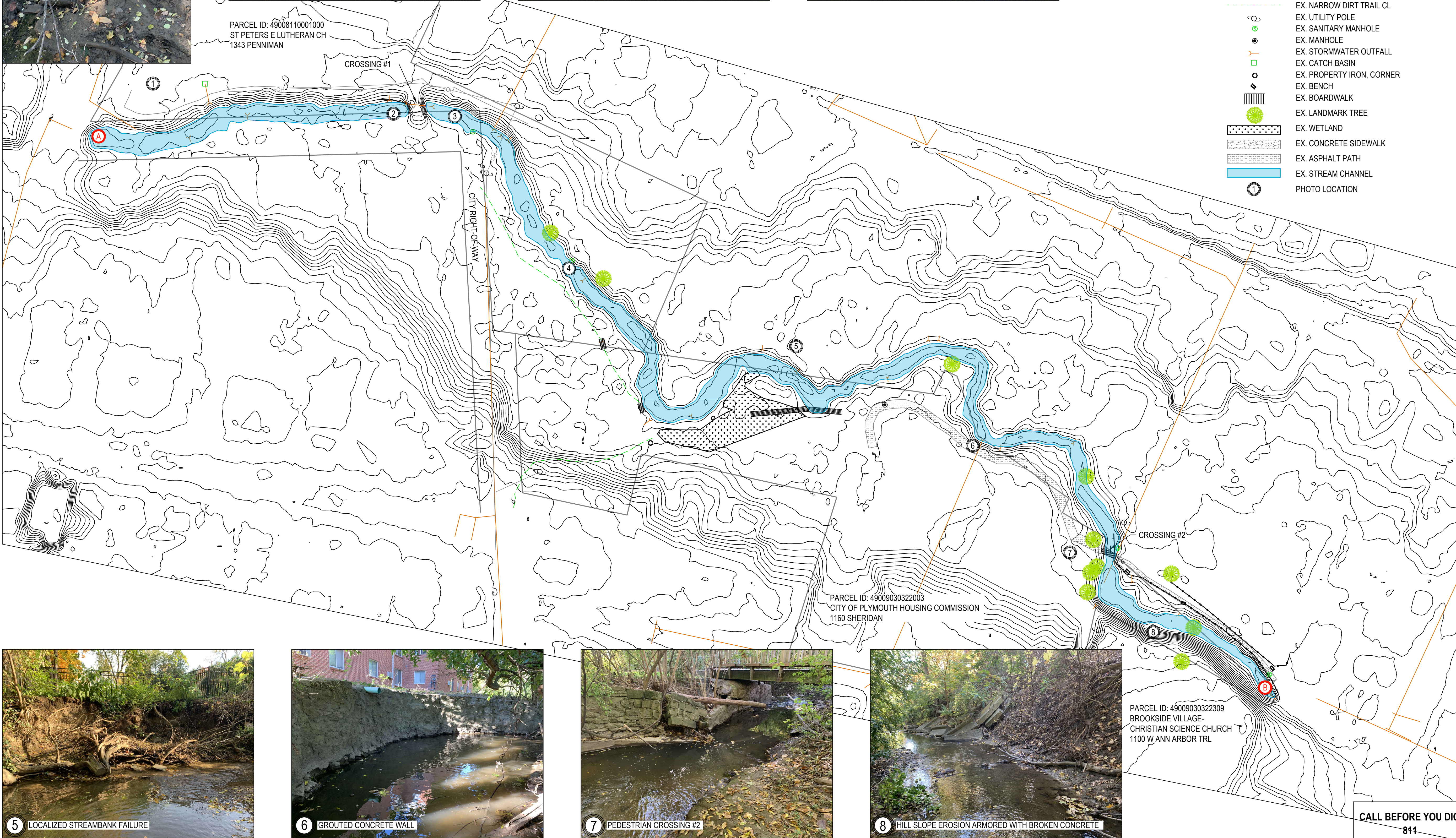
4 SANITARY SEWER MANHOLE

TONQUISH CREEK - NOTES

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

LEGEND

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



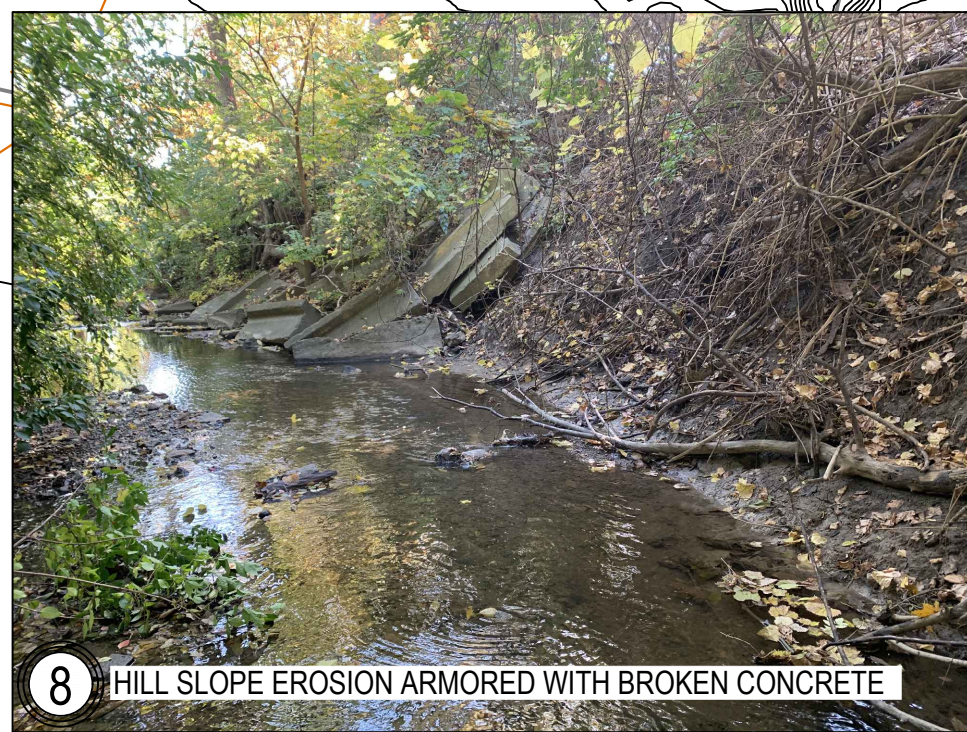
5 LOCALIZED STREAMBANK FAILURE



6 GROUTED CONCRETE WALL



7 PEDESTRIAN CROSSING #2



8 HILL SLOPE EROSION ARMORED WITH BROKEN CONCRETE



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

TONQUISH CREEK
MASTER PLAN

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	SD
CHECKED BY:	RM
APPROVED BY:	RM
STATUS:	PRELIMINARY DESIGN 11-7-2023
REVISIONS:	

EXHIBIT 1

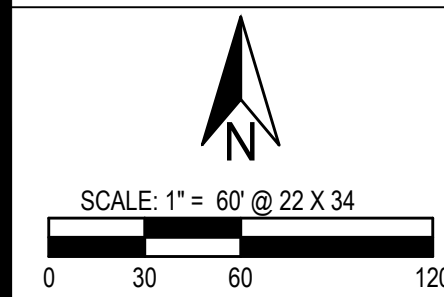
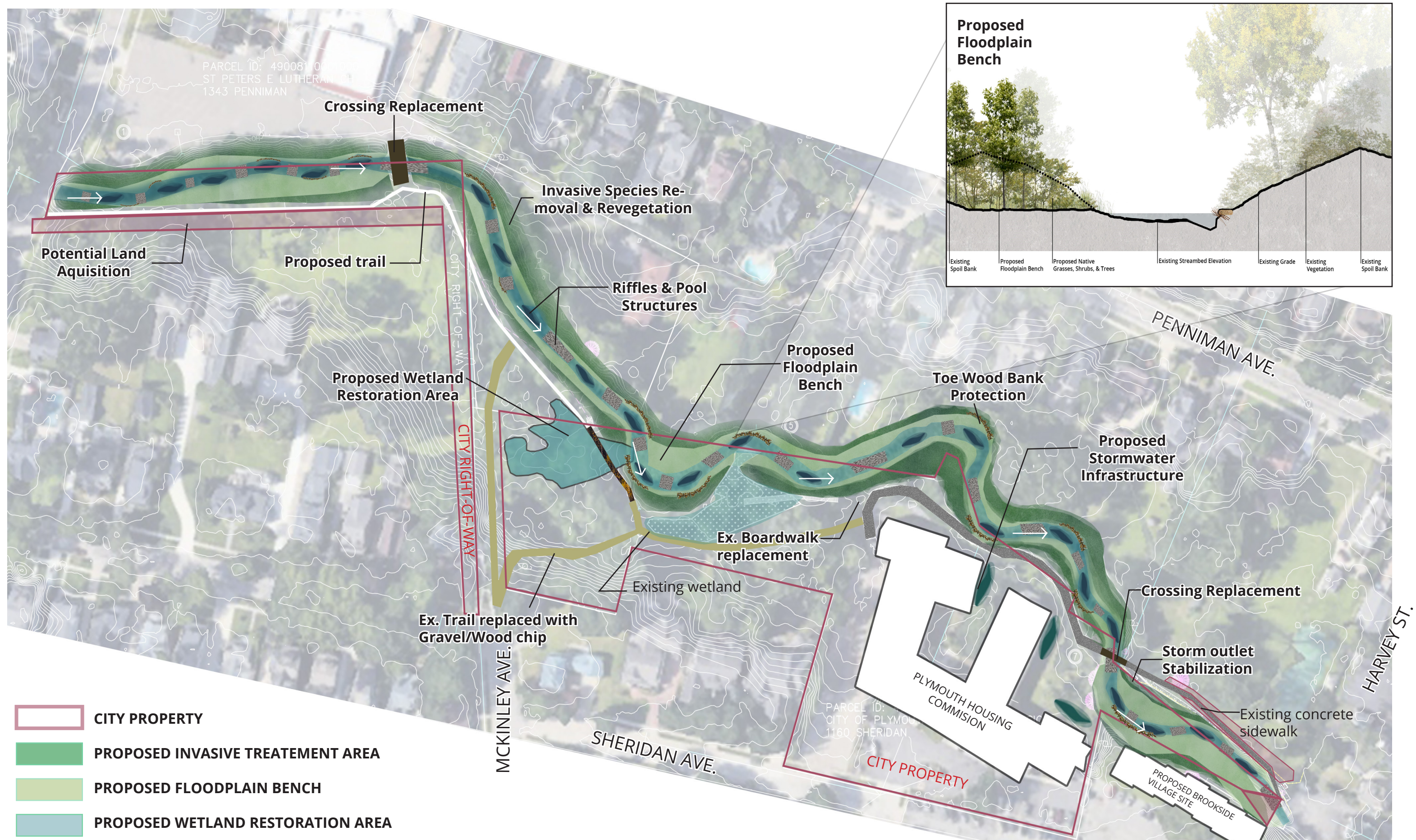


Exhibit 2 Proposed Plan



TONQUISH CREEK - EXHIBIT 2 PROPOSED PLAN



MASTER DEED
BROOKSIDE VILLAGE CONDOMINIUM

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

This recorded document consists of the following:

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

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

Article 1 TITLE AND NATURE. The Condominium Project shall be known as Brookside Village Condominium, Wayne County Condominium Subdivision Plan No. _____. The architectural plans for the Project were approved by The City of Plymouth. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit herein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

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

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

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

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

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

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

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

§ 3.6 "Bylaws" means Exhibit A hereto, being the By Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to 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.

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

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

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

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

§ 3.11 "Condominium Subdivision Plan" means Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 4.4 USE OF UNITS AND COMMON ELEMENTS. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any

manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

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

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

Article 5 UNIT DESCRIPTION AND PERCENTAGE OF VALUE.

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

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

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

Unit Number	Percentage of Value
18	
19	
20	
Total	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 9 EASEMENTS.

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

§ 9.2 EASEMENTS RETAINED BY DEVELOPER.

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

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

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

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

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

§ 9.5 TELECOMMUNICATIONS AGREEMENTS. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein.

Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

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

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

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

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

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

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

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

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

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

¶ 10.5.1 Termination of the Condominium Project.

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

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

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

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

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

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

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

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

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

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

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

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

{BROOKSIDE DEVELOPER} LLC
a Michigan limited liability company

by: _____
Leonard Nadolski, its authorized agent

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

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

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

BROOKSIDE VILLAGE CONDOMINIUM
EXHIBIT A
BYLAWS

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

Article 2. ASSESSMENTS. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

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

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

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

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

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

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

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

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

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

§ 2.6. ENFORCEMENT.

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

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

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

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

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

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

§ 2.1. **LIABILITY OF MORTGAGEE.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project who comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges to all Units including the mortgaged Unit).

§ 2.2. **DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS.**

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

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

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

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

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

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

§ 2.3. PROPERTY TAXES AND SPECIAL ASSESSMENTS. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

§ 2.4. PERSONAL PROPERTY TAX ASSESSMENT OF ASSOCIATION PROPERTY. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

§ 2.5. CONSTRUCTION LIEN. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

§ 2.6. SALE OF UNIT; STATEMENT AS TO UNPAID ASSESSMENTS. Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following: (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit, and (b) payments due under a first mortgage having priority thereto. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, and all interest, late charges, fines, costs and attorney fees. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, costs, fines, late charges and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Article 3. ARBITRATION.

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

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

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

Article 4. INSURANCE.

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

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

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

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

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

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

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

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

Article 5. **RECONSTRUCTION OR REPAIR.**

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

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

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

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

§ 5.3. **CO-OWNER RESPONSIBILITY FOR REPAIR.**

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

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

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

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

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

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

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

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

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

¶ 5.6.3. **CONTINUATION OF CONDOMINIUM AFTER TAKING.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

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

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

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

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

§ 6.2. LEASING AND RENTAL

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

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

6.2.2.1. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of a Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Developer intends to lease Units that it owns as residential rental Units; and Developer is not subject to the provisions of this Subparagraph 6.2.2.1.

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

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

The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the common elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

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

§ 6.4. ACTIVITIES. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner

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

§ 6.5. PETS. No animals other than two household pets consisting of a combination of domesticated cats and domesticated dogs neither of which may exceed 80 pounds in weight, shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 2 of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with the duly adopted Rules and Regulations.

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

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

§ 6.7. VEHICLES.

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

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

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

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

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

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

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

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

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

§ 6.9. RULES AND REGULATIONS. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association,

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

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

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

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

§ 6.13. **CO-OWNER MAINTENANCE.** Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damage or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 2 hereof.

§ 6.14. RESERVED RIGHTS OF DEVELOPER.

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

¶ 6.14.2. DEVELOPER'S RIGHTS IN FURTHERANCE OF CONSTRUCTION AND SALES. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

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

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

Article 7. MORTGAGES.

§ 7.1. NOTICE TO ASSOCIATION. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

§ 7.3. NOTIFICATION OF MEETINGS. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Article 8. VOTING.

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

§ 8.2. ELIGIBILITY TO VOTE. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article 11, Section 11.2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 9.2 of Article 9. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 of this Article 8 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of the members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such

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

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

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

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

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

Article 9. MEETINGS

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

§ 9.2. FIRST ANNUAL MEETING. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units (determined with reference to the recorded Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

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

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

§ 9.1. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to service a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

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

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

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

§ 9.6. MINUTES, PRESUMPTION OF NOTICE. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

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

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

Article 11. BOARD OF DIRECTORS.

§ 11.1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall be comprised of 3 members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors of the Association. Directors shall serve without compensation.

§ 11.2. ELECTION OF DIRECTORS.

¶ 11.2.1. FIRST BOARD OF DIRECTORS. The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors shall be held as provided in ¶¶ 11.2.2 and 11.2.3 below.

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

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

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

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

11.2.3.2. Regardless of the percentage of Units which have been conveyed, upon the lapse of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in ¶ 11.2.3.1. Application of this paragraph does not require a change in the size of the Board of Directors.

11.2.3.3. If the calculation of the percentage of members of the board of Directors that the nondeveloper Co-owners have the right to elect under Sub-¶ 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-owners under Sub-¶ 11.2.3.2 results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Sub-¶ shall not eliminate the right of the Developer to designate 1 member as provided in Sub-¶ 11.2.3.1.

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

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

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

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

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

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

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

¶ 11.4.4. To rebuild improvements after casualty.

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

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

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

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

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

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

§ 11.5. **MANAGEMENT AGENT.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 day's written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

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

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

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

Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

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

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

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

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

§ 11.1. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Article 12. OFFICERS.

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

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

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

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

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

§ 12.2. ELECTION. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

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

§ 12.4. DUTIES. The officers shall have such other duties, powers and responsibilities as shall, from time to time be authorized by the Board of Directors.

Article 13. SEAL. The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

Article 14. FINANCE.

§ 14.1. RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

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

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

Article 16. AMENDMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

§ 19.3. REMOVAL AND ABATEMENT. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

§ 19.5. NONWAIVER OF RIGHT. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

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

§ 19.7. ENFORCEMENT OF PROVISIONS OF CONDOMINIUM DOCUMENTS. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¶ 20.8.1. the status of the litigation;

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

¶ 20.8.3. the attorney's written report.

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

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

Article 21. RIGHTS RESERVED TO DEVELOPER. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer

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

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

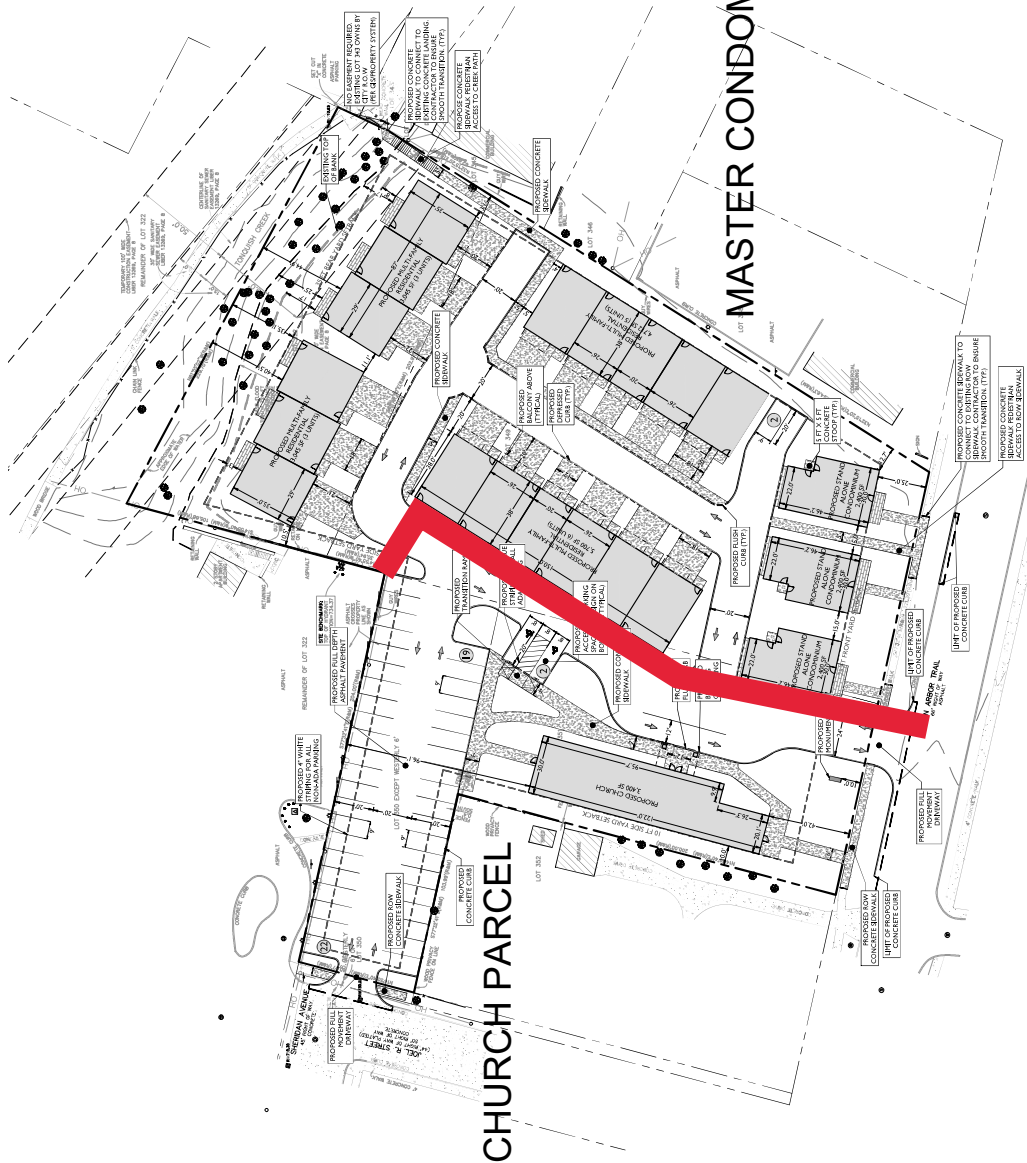
C:\Users\georg\Dropbox\GEORGE\Condominiums\Nadolski, Len -- Brookside Village\041224 Bylaws.docx

SYMBOL	DESCRIPTION
--------	-------------

	PROPOSED LINE
	SETBACK LINE
	SAWCUT LINE
	PROPOSED CURVE
	PROPOSED FLUSH CURVE
	PROPOSED RIGHT OF WAY BOUNDARY
	PROPOSED BUILDING
	PROPOSED CONCRETE
	PROPOSED AREA LIGHT
	PROPOSED RETAINING WALL
	PROPOSED BILING DOORS

LAND USE AND ZONING					
PARCEL ID: 00989B0322349					
EXISTING ZONE/MULTIPLE PARCELS: RESIDENTIAL DISTRICT (RM-2)					
PROPOSED ZONE: PLANNED UNIT DEVELOPMENT (PUD)					
PROPOSED USE:	SPECIAL LAND USE	REQUIRED USE	PROPOSED PUD		
CHURCH	RESIDENTIAL TOWNHOUSES	N/A	9748 SF (2.32 AC)		
ZONING REQUIREMENT	N/A	N/A	1615 SF		
MINIMUM LOT AREA	N/A	N/A	25,117 SF		
HIGHWAY FRONT SET BACK REQUIREMENT	N/A	N/A	25,117 SF		
MAXIMUM BUILDING COVERAGE	N/A	N/A	25,117 SF		
MAXIMUM OPEN SPACE	N/A	N/A	25,117 SF (28.11%)		

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 78-207.1.A	CHURCH: 1 SPACE PER 2 SEATS OR 4 FT OF Pews 40 SEATS/101 SPACE (2 SEATS) = 51 SPACES MULTI-FAMILY: 2 BEDROOM: 33 SPACES PER DWELLING 10 UNITS/33 SPACES/ UNIT = 30 SPACES TOTAL 23 + 30 = 53 SPACES	113 SPACES
§ 78-207.2	OFF-STREET PARKING REQUIREMENTS: 9 FT X 20 FT 9 FT X 30 FT 9 FT X 40 FT	9 FT X 20 FT 9 FT X 30 FT 9 FT X 40 FT



CHURCH PARCEL

MASTER CONDOMINIUM PARCEL

BROOKSIDE VILLAGE
PROPOSED PLANNED UNIT
DEVELOPMENT



STONEFIELD
engineering & design

SCALE:	1" = 30'	PROJECT ID: DET-221024
TITLE:		

SITE PLAN

3-

STONEFIELD
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507 Shelby Suite 200, Detroit, MI 48226

WEST ANN ARBOR TRAIL
Y OF PLYMOUTH
YNE COUNTY, MICHIGAN

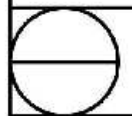
PROPOSED PLANNING DEVELOPMENT

ROOKSID
THE DEVELOPMENT

[illegible]

Brookside Village Condominium Association of Plymouth
DRAFT

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

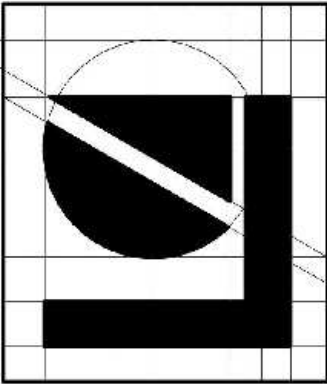


ARCHITECTURAL SITE PLAN



LINE LEGEND	
	NEW CONSTRUCTION
	EXISTING TO REMAIN
	HIDDEN WORK
	PROPERTY LINE

SCALE: 1" = 30'-0"



Lindhout Associates
architects aia pc

10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax: (810)227-5855

consultant

RESUBMISSION FOR PRELIMINARY
PID APPROVAL
Issued for

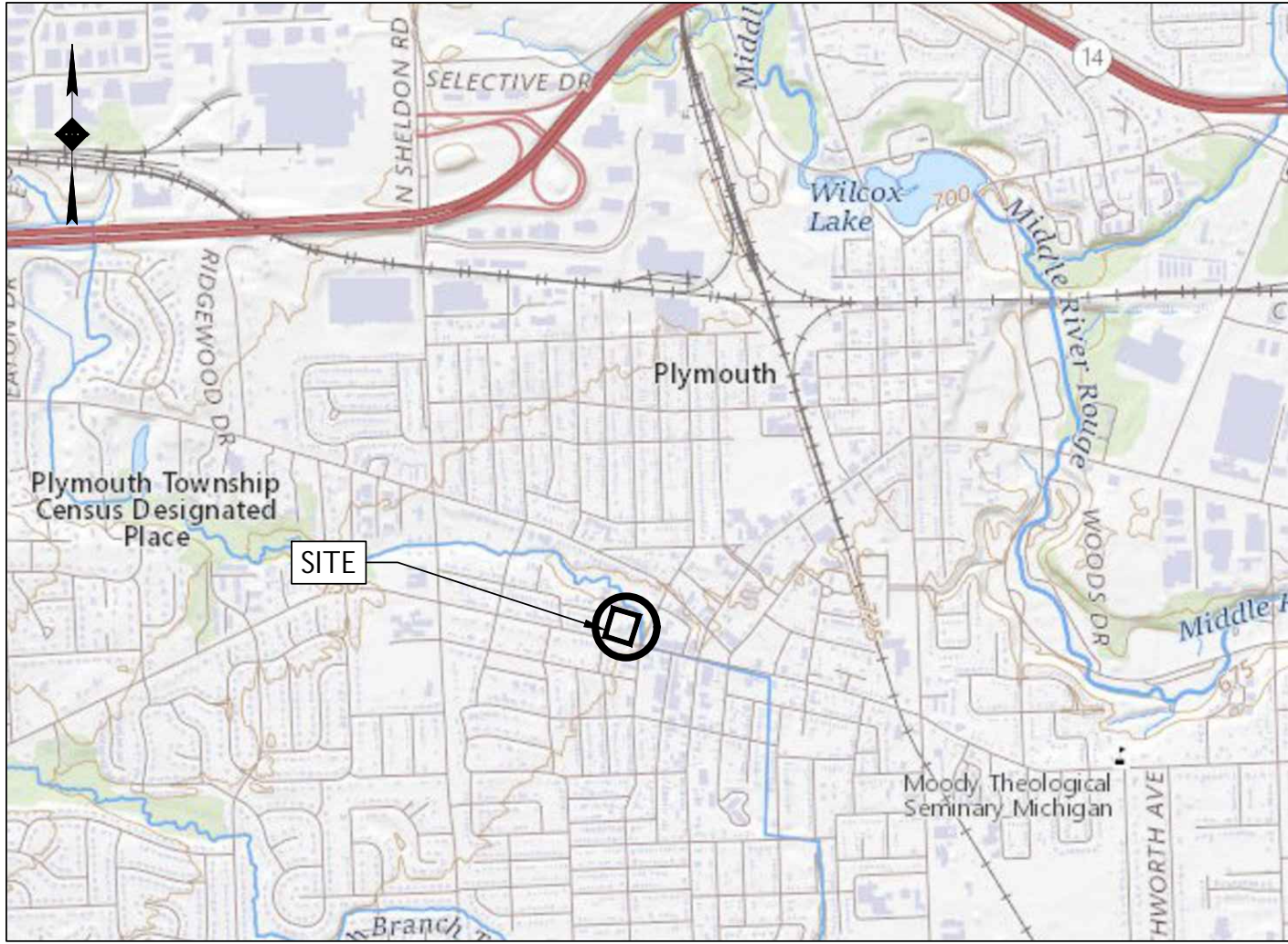
03-11-25
date

dr: NRC
ck'd: JULIE
app'd: JULIE

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
ARCHITECTURAL SITE PLAN

SP-1

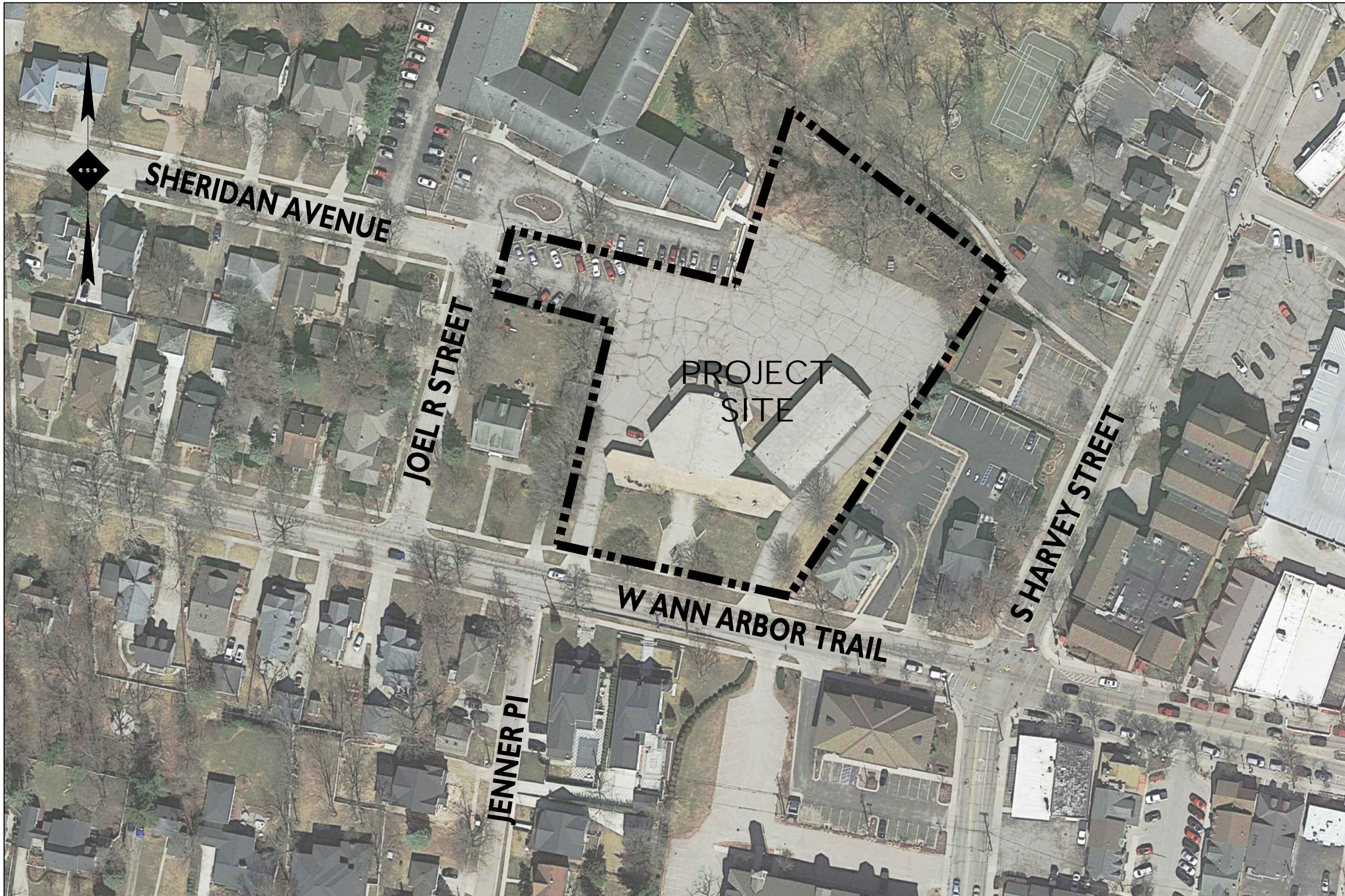
24012



SOURCE: USGS NATIONAL MAPPER

LOCATION / KEY MAP

SCALE: 1" = 2,000'±



SOURCE: GOOGLE EARTH PRO

AERIAL MAP

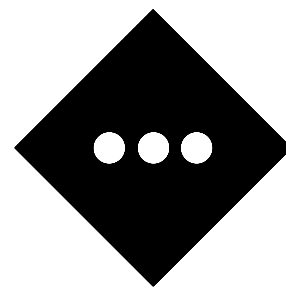
SCALE: 1" = 100'±

PLAN REFERENCE MATERIALS:

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



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Phone 248.247.1115

SITE DEVELOPMENT PLANS
FOR
BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
PROPOSED PLANNED UNIT DEVELOPMENT

PID: 49009030322309

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

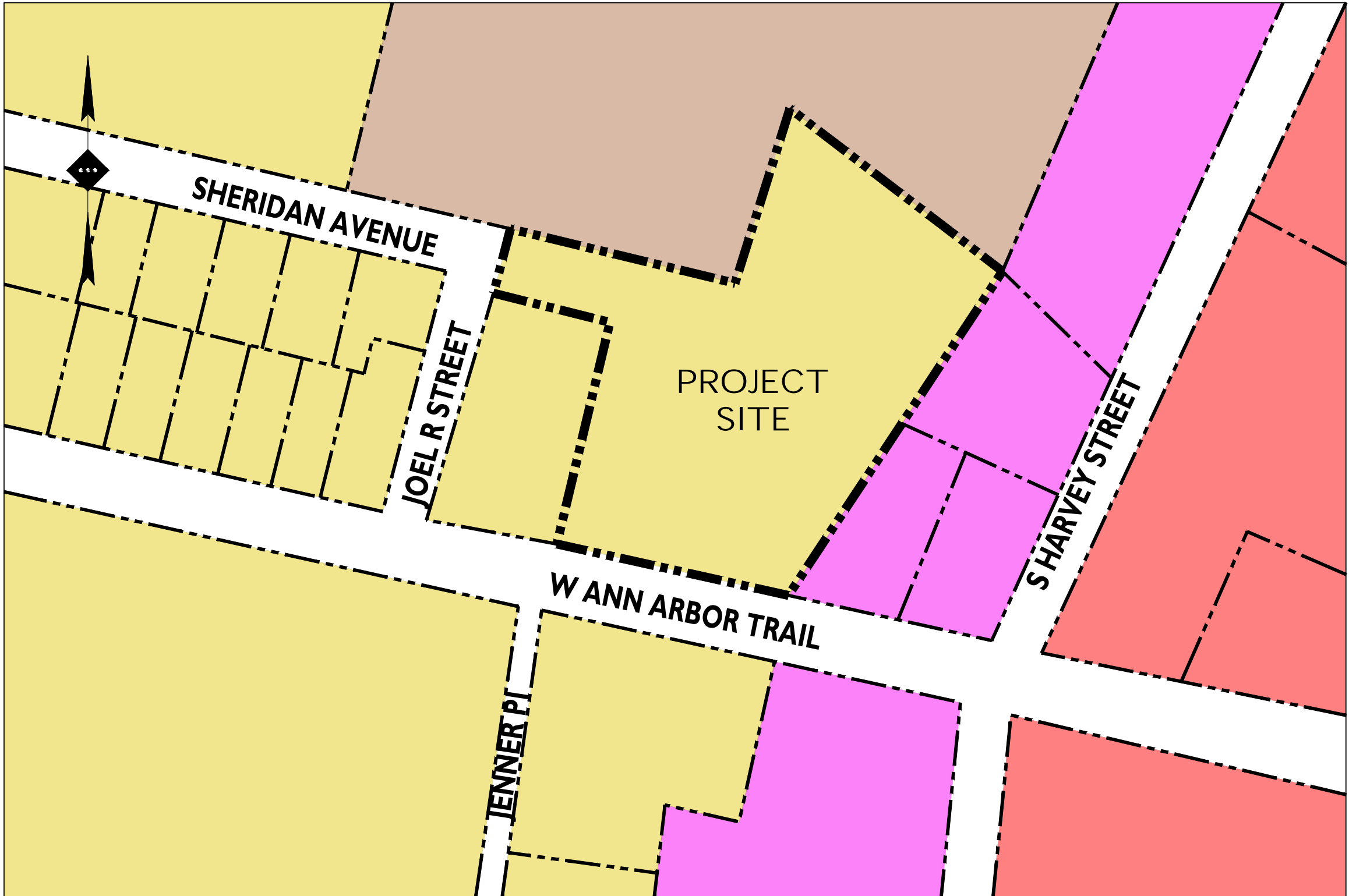
APPLICANT/ OWNER

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

ARCHITECTS

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

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



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

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

ZONING MAP

SCALE: 1" = 100'±

SHEET INDEX

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

ADDITIONAL SHEETS

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

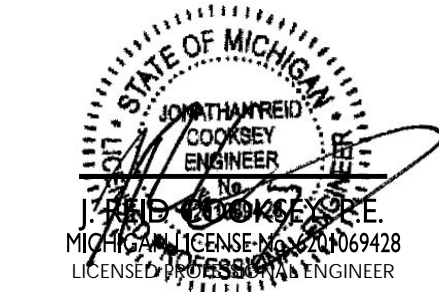
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BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
PROPOSED PLANNED UNIT DEVELOPMENT

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



STONEFIELD
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SCALE: AS SHOWN PROJECT ID: DET-220084

TITLE:

COVER SHEET

DRAWING:

C-1



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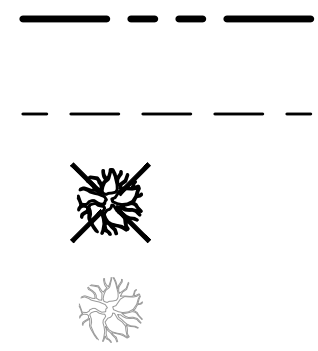
ALL SITE FEATURES WITHIN THE PROPERTY LINE ON THIS PLAN ARE TO BE REMOVED / DEMOLISHED UNLESS OTHERWISE NOTED. ALL FEATURES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC, IF SIGNIFICANT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

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

DEMOLITION NOTES

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

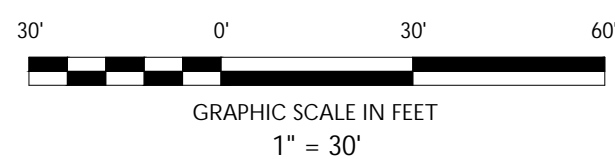
SYMBOL



DESCRIPTION

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

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



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SITE DEVELOPMENT PLANS
BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN
PROPOSED PLANNED UNIT
DEVELOPMENT

PARCEL ID: 4900903032309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



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

TITLE:

DEMOLITION PLAN

DRAWING:

C-2

NOTED: 2024-07-22 08:41:11 AM. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF STONEFIELD ENGINEERING & DESIGN, LLC. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF STONEFIELD ENGINEERING & DESIGN, LLC IS STRICTLY PROHIBITED.

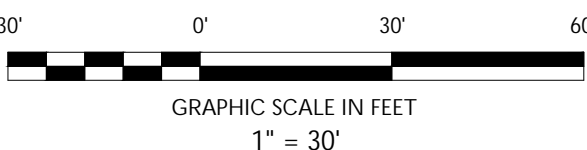


LAND USE AND ZONING		
PARCEL ID: 49009030322309		
EXISTING ZONE: MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)		
PROPOSED ZONE: PLANNED UNIT DEVELOPMENT (PUD)		
PROPOSED USE	SPECIAL LAND USE PERMITTED USE	
CHURCH	REQUIRED	PROPOSED (PUD)
RESIDENTIAL TOWNHOMES	N/A	97,818 SF (2.25 AC)
ZONING REQUIREMENT	REQUIRED	PROPOSED (PUD)
MINIMUM LOT AREA	N/A	15.0 FT
MAXIMUM CHURCH SIDE YARD SETBACK	N/A	25.0 FT
MAXIMUM FRONT YARD SETBACK	N/A	11.1 FT
MAXIMUM BUILDING SEPARATION	N/A	29.7% (29,117 SF)
MAXIMUM OPEN SPACE	N/A	

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
\$ 7B-271.2A	CHURCH: 1 SPACE PER 2 SEATS OR 4 FT OF PEWS (63 SEATS) (1 SPACE / 2 SEATS) = 32 SPACES MULTI-FAMILY: 2 BEDROOM: 2.5 SPACES PER DWELLING (20 UNITS) (2.5 SPACES / UNIT) = 50 SPACES TOTAL: 32 + 50 = 82 SPACES	112 SPACES
\$ 7B-272.2	90' PARKING REQUIREMENT: 9 FT X 20 FT W/ 20 FT AISLES	9 FT X 20 FT W/ 20 FT AISLES
\$ 7B-272.2	PARALLEL PARKING REQUIREMENT: 8 FT X 23 FT W/ 12 FT AISLES	8 FT X 23 FT W/ 12 FT AISLES

GENERAL NOTES

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

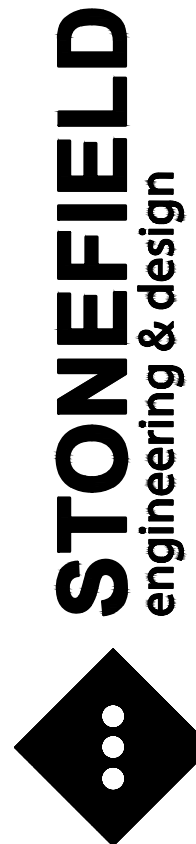


SYMBOL

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

DESCRIPTION

NOT APPROVED FOR CONSTRUCTION

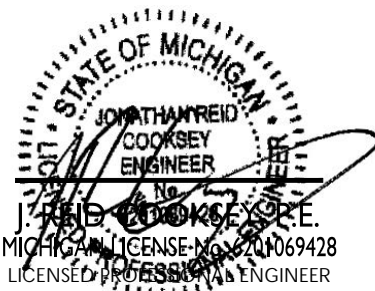


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SITE DEVELOPMENT PLANS
BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
PROPOSED PLANNED UNIT DEVELOPMENT

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



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

TITLE:

SITE PLAN

DRAWING:

C-3

RESUBMISSION FOR PRELIMINARY PUD APPROVAL		BY	DATE	ISSUE	DESCRIPTION
		JRC	03/19/2025	3	
		JRC	07/22/2025	2	
		JRC	04/15/2024	1	

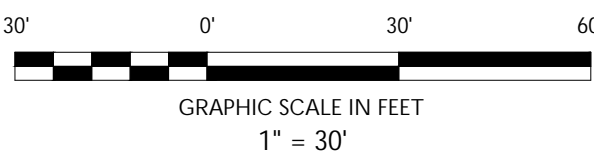
NOTED: DET-220084-LL REAL ESTATE, LLC - 100% ANN ARBOR TRAIL, IN MICHIGAN. MICHIGAN PROFESSIONAL ENGINEERING



SYMBOL	DESCRIPTION
	PROPERTY LINE
	PROPOSED GRADING CONTOUR
	PROPOSED GRADING RIDGELINE
	PROPOSED DIRECTION OF DRAINAGE FLOW
	PROPOSED GRADE SPOT SHOT
	PROPOSED TOP OF CURB / BOTTOM OF CURB SPOT SHOT
	PROPOSED FLUSH CURB SPOT SHOT
	PROPOSED DEPRESSED CURB / BOTTOM OF CURB SPOT SHOT
	PROPOSED TOP OF WALL / BOTTOM OF WALL SPOT SHOT

- GRADING NOTES**
- ALL SOIL AND MATERIAL REMOVED FROM THE SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. ANY GROUNDWATER DE-WATERING PRACTICES SHALL BE PERFORMED UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS FOR THE DISCHARGE OF DE-WATERED GROUNDWATER. ALL SOIL IMPORTED TO THE SITE SHALL BE CERTIFIED CLEAN FILL. CONTRACTOR SHALL MAINTAIN RECORDS OF ALL FILL MATERIALS BROUGHT TO THE SITE.
 - THE CONTRACTOR IS REQUIRED TO PROVIDE TEMPORARY AND/OR PERMANENT SHORING WHERE REQUIRED DURING EXCAVATION ACTIVITIES INCLUDING BUT NOT LIMITED TO UTILITY TRENCHES TO ENSURE THE STRUCTURAL INTEGRITY OF NEARBY STRUCTURES AND STABILITY OF THE SURROUNDING SOILS.
 - PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4 INCHES TO 7 INCHES ABOVE EXISTING GRADES UNLESS OTHERWISE NOTED. THE CONTRACTOR WILL SUPPLY ALL STAKEOUT CURB GRADE SHEETS TO STONEFIELD ENGINEERING & DESIGN, LLC. FOR REVIEW AND APPROVAL PRIOR TO POURING CURBS.
 - THE CONTRACTOR IS RESPONSIBLE TO SET ALL PROPOSED UTILITY COVERS AND RESET ALL EXISTING UTILITY COVERS WITHIN THE PROJECT LIMITS TO PROPOSED GRADE IN ACCORDANCE WITH ANY APPLICABLE MUNICIPAL, COUNTY, STATE, AND/OR UTILITY AUTHORITY REGULATIONS.
 - MINIMUM SLOPE REQUIREMENTS TO PREVENT PONDING SHALL BE AS FOLLOWS:
 - CURB GUTTER: 0.50%
 - CONCRETE SURFACES: 1.00%
 - ASPHALT SURFACES: 1.00%
 - A MINIMUM SLOPE OF 1.00% SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE BUILDING IS ACHIEVED AND SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC, IF THIS CONDITION CANNOT BE MET.
 - FOR PROJECTS WHERE BASEMENTS ARE PROPOSED, THE DEVELOPER IS RESPONSIBLE TO DETERMINE THE DEPTH TO GROUNDWATER AT THE LOCATION OF THE PROPOSED STRUCTURE. IF GROUNDWATER IS ENCOUNTERED WITHIN THE BASEMENT AREA, SPECIAL CONSTRUCTION METHODS SHALL BE UTILIZED AND REVIEWED/APPROVED BY THE CONSTRUCTION CODE OFFICIAL. IF SUMP PUMPS ARE UTILIZED, ALL DISCHARGES SHALL BE CONNECTED DIRECTLY TO THE PUBLIC STORM SEWER SYSTEM WITH APPROVAL FROM THE GOVERNING STORM SEWER SYSTEM AUTHORITY.

- ADA NOTES**
- THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION WITHIN THE ADA PARKING SPACES AND ACCESS AISLES.
 - THE CONTRACTOR SHALL PROVIDE COMPLIANT SIGNAGE AT ALL ADA PARKING AREAS IN ACCORDANCE WITH STATE GUIDELINES.
 - THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 5.00% RUNNING SLOPE AND A MAXIMUM OF 2.00% CROSS SLOPE ALONG WALKWAYS WITHIN THE ACCESSIBLE PATH OF TRAVEL (SEE THE SITE PLAN FOR THE LOCATION OF THE ACCESSIBLE PATH). THE CONTRACTOR IS RESPONSIBLE TO ENSURE THE ACCESSIBLE PATH OF TRAVEL IS 36 INCHES WIDE OR GREATER UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
 - THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION AT ALL LANDINGS. LANDINGS INCLUDE, BUT ARE NOT LIMITED TO, THE TOP AND BOTTOM OF AN ACCESSIBLE RAMP, AT ACCESSIBLE BUILDING ENTRANCES, AT AN AREA IN FRONT OF A WALK-UP ATM, AND AT TURNING SPACES ALONG THE ACCESSIBLE PATH OF TRAVEL. THE LANDING AREA SHALL HAVE A MINIMUM CLEAR AREA OF 60 INCHES BY 60 INCHES UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
 - THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 8.33% RUNNING SLOPE AND A MAXIMUM 2.00% CROSS SLOPE ON ANY CURB RAMPS ALONG THE ACCESSIBLE PATH OF TRAVEL. WHERE PROVIDED, CURB RAMP FLARES SHALL NOT HAVE A SLOPE GREATER THAN 10.00% IF A LANDING AREA IS PROVIDED AT THE TOP OF THE RAMP. FOR ALTERATIONS, A CURB RAMP FLARE SHALL NOT HAVE A SLOPE GREATER THAN 8.33% IF A LANDING AREA IS NOT PROVIDED AT THE TOP OF THE RAMP. CURB RAMPS SHALL NOT RISE MORE THAN 6 INCHES IN ELEVATION WITHOUT A HANDRAIL. THE CLEAR WIDTH OF A CURB RAMP SHALL BE NO LESS THAN 36 INCHES WIDE.
 - ACCESSIBLE RAMPS WITH A RISE GREATER THAN 6 INCHES SHALL CONTAIN COMPLIANT HANDRAILS ON BOTH SIDES OF THE RAMP AND SHALL NOT RISE MORE THAN 30" IN ELEVATION WITHOUT A LANDING AREA IN BETWEEN RAMP RUNS. LANDING AREAS SHALL ALSO BE PROVIDED AT THE TOP AND BOTTOM OF THE RAMP.
 - A SLIP RESISTANT SURFACE SHALL BE CONSTRUCTED ALONG THE ACCESSIBLE PATH AND WITHIN ADA PARKING AREAS.
 - THE CONTRACTOR SHALL ENSURE A MAXIMUM OF 1/4 INCHES VERTICAL CHANGE IN LEVEL ALONG THE ACCESSIBLE PATH. WHERE A CHANGE IN LEVEL BETWEEN 1/4 INCHES AND 1/2 INCHES EXISTS, CONTRACTOR SHALL ENSURE THAT THE TOP 1/4 INCH CHANGE IN LEVEL IS BEVELED WITH A SLOPE NOT STEEPER THAN 1 UNIT VERTICAL AND 2 UNITS HORIZONTAL (2:1 SLOPE).
 - THE CONTRACTOR SHALL ENSURE THAT ANY OPENINGS (GAPS OR HORIZONTAL SEPARATIONS) ALONG THE ACCESSIBLE PATH SHALL NOT ALLOW PASSAGE OF A SPHERE GREATER THAN 1/2 INCH.



NOT APPROVED FOR CONSTRUCTION



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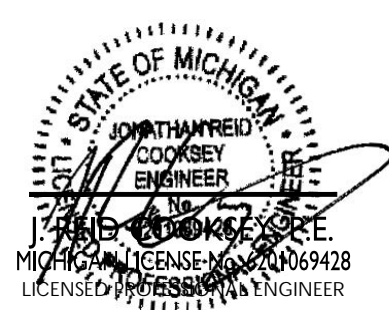
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SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT
DEVELOPMENT

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



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

TITLE:

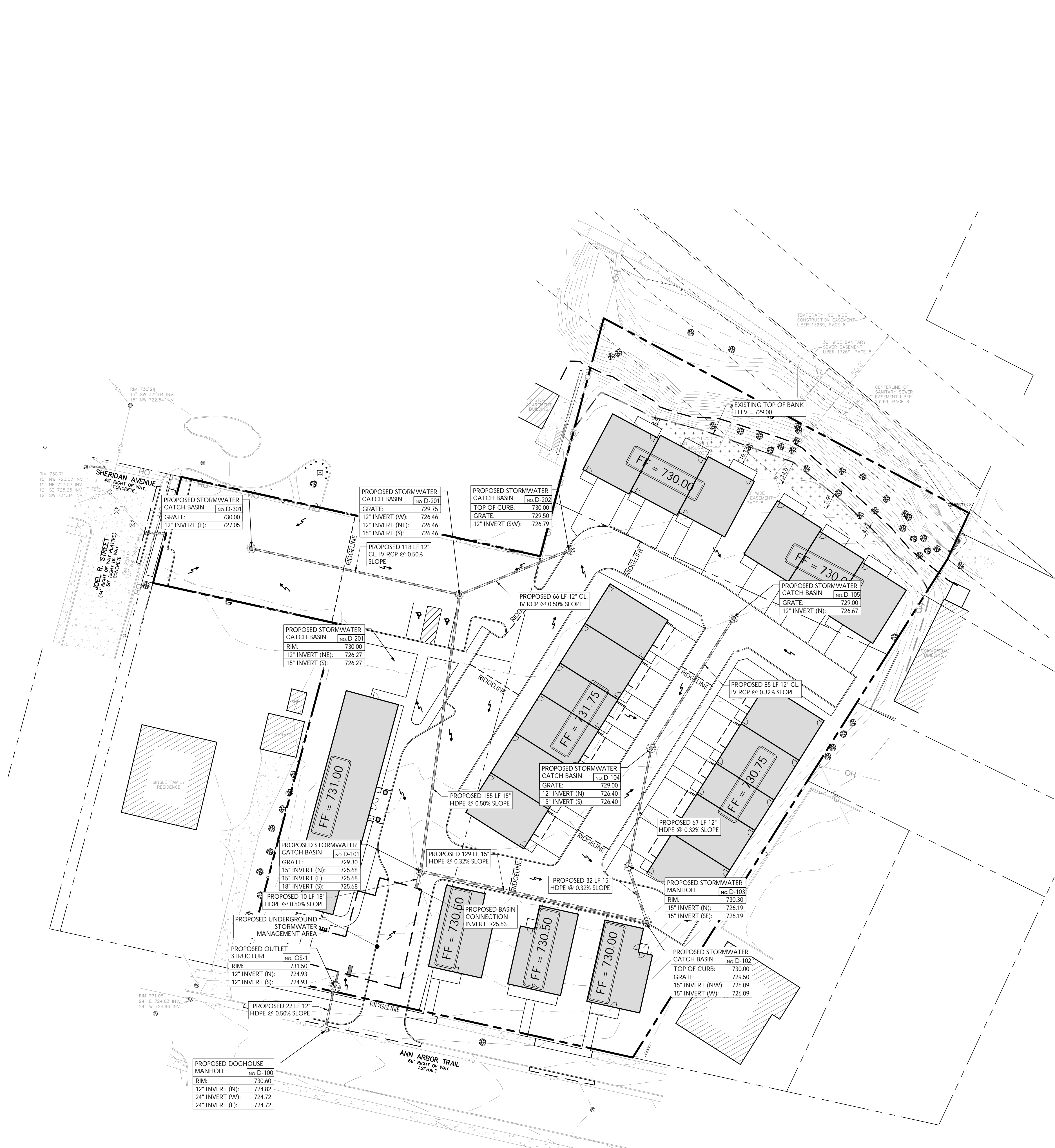
GRADING PLAN

DRAWING:

C-4

REVISION	DATE	BY	DESCRIPTION
3	03/19/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
2	07/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOTED: 2008-11-01: ALL REAL ESTATE, LLC, 10000 ANN ARBOR TRAIL, IN WOODHILL, MICHIGAN, 48066-5700, IS THE DESIGNER OF THIS PLAN.

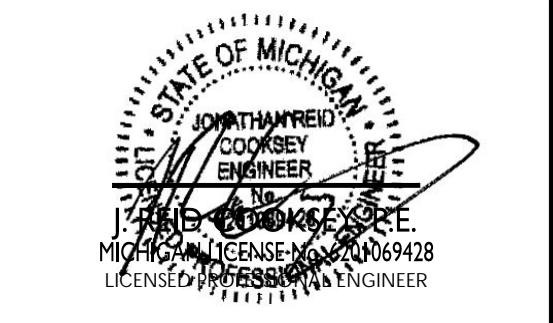


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BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
PROPOSED PLANNED UNIT DEVELOPMENT

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



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

TITLE: STORMWATER MANAGEMENT PLAN

DRAWING: C-5

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

INITIAL/ULTIMATE REU: 20.37

POPULATION FACTOR: (3.50 PERSONS/REU)

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

CONTRIBUTION PER REU: 350 GPD/REU

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

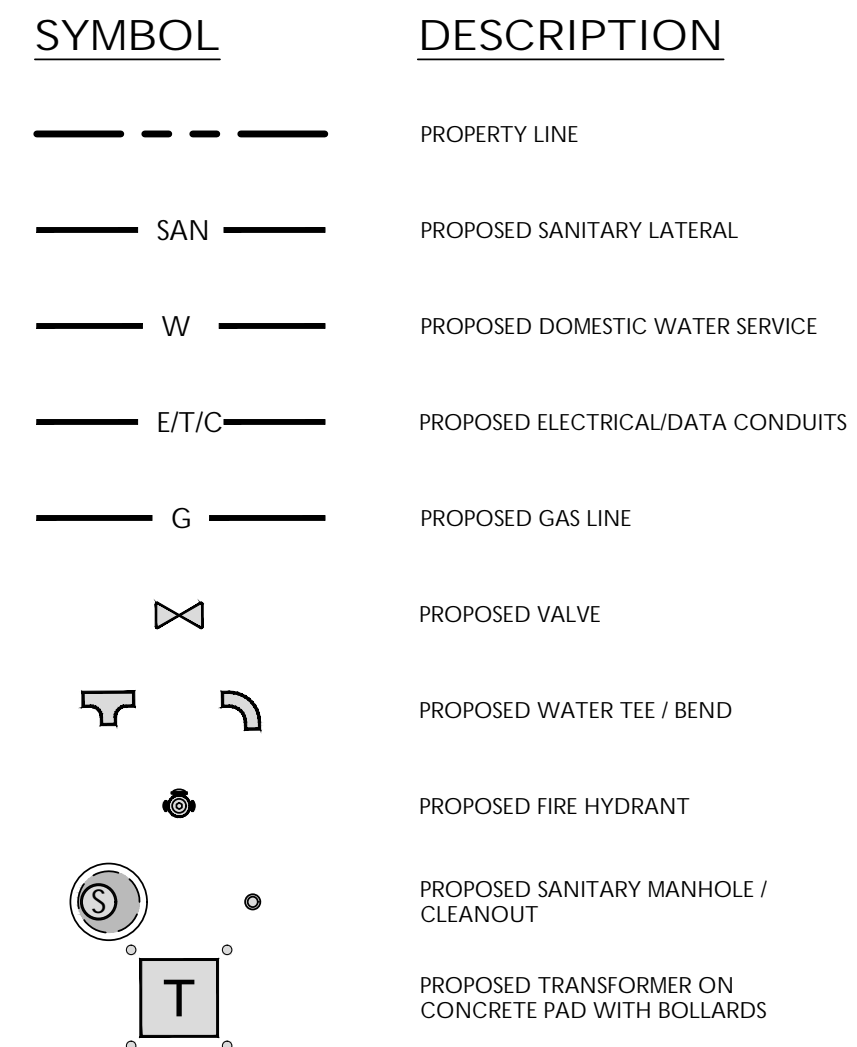
PEAK FLOW: AVERAGE FLOW * PEAKING FACTOR = (7,130 GPD)(4.28) =
30,516 GPD (0.0472 CFS)

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

CONTRIBUTION PER REU: 350 GPD/REU

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


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



DRAINAGE AND UTILITY NOTES

- THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN THE FIELD. WITHIN 10 BUSINESS DAYS, THE CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SHEET, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IMMEDIATELY IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN IN PLACE ALL UTILITIES EXISTING WITHIN THE PROJECT AREA.
- IF THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ANY EXISTING UTILITY IDENTIFIED TO REMAIN WITHIN THE LIMITS OF THE PROPOSED WORK DURING CONSTRUCTION:
 - A. IF THE HORIZONTAL DISTANCE OF 10 FEET IS REQUIRED BETWEEN ANY SANITARY SEWER SERVICE AND ANY WATER LINES IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASMENT SHALL BE PROVIDED TO MAINTAIN THE SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
 - B. ALL WATER LINES SHALL BE PROTECTED SEPARATELY ABOVE SANITARY SEWER LINES BY A CONCRETE ENCASMENT. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
- THE CONTRACTOR SHALL TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR WATER AND SANITARY SEWER LINES. THE INSTRUMENTED LOCATION OF THE UTILITY SHALL BE PROVIDED TO THE CONTRACTOR IMMEDIATELY IN WRITING. NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING GAS MAINS AND TELEPHONE AND CABLE CONNECTIONS WITH THE APPROPRIATE GOVERNING AUTHORITY.
- THE CONTRACTOR SHALL START CONSTRUCTION OF ANY GRAVITY STRUCTURES AND LOCATIONS OF EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT HAVE BEEN CAPPED, ABANDONED, OR RELOCATED BASED ON THE DESIGN/REMOVAL OF EXISTING UTILITIES. THIS RECORD SET IS THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE DESIGN EXPECTED LOCATIONS. THIS RECORD SET SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

30' 0' 30'



GRAPHIC SCALE IN FEET
1" = 30'

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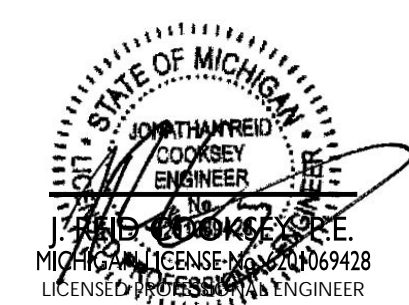
SITE DEVELOPMENT PLANS



BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN

PROPOSED PLA DEVELOPMENT

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



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

UTILITY PLAN

DRAWING:

C-6





SYMBOL

$$A \quad (XX')$$
 $^{+}X.X$ 

DESCRIPTION

PROPERTY LINE

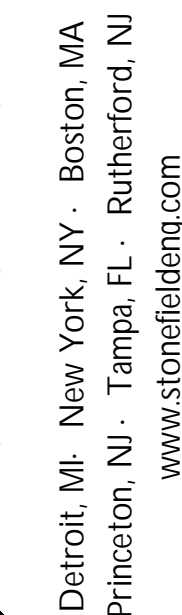
PROPOSED LIGHTING FIXTURE
(MOUNTING HEIGHT)PROPOSED LIGHTING INTENSITY
(FOOTCANDLES)

PROPOSED AREA LIGHT

PROPOSED PEDESTRIAN LIGHT

NOT APPROVED FOR CONSTRUCTION

NOT APPROVED FOR CONSTRUCTION



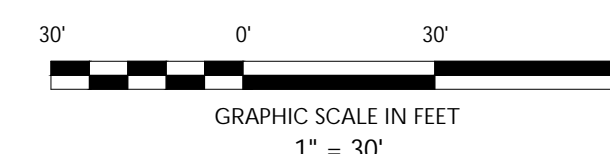
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(W) WAIVER

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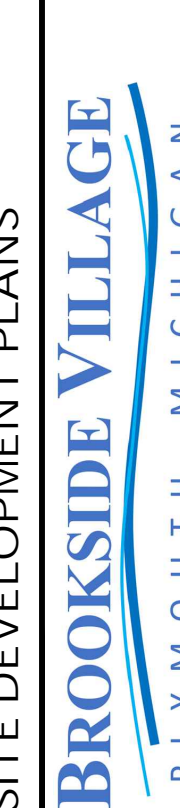
GENERAL LIGHTING NOTES

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



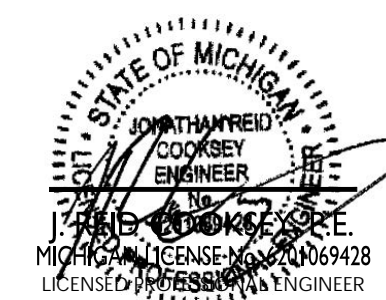
GRAPHIC SCALE IN FEET
1" = 30'

SITE DEVELOPMENT PLANS



PROPOSED PLANNED UNIT DEVELOPMENT

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



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

TITLE	
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LIGHTING PLAN

DRAWING:

C-7

07-11-2009 11:00 AM ANN ARBOR TRAIL PLYMOUTH MICADNIPLOTSDR-07-1 GHT DWG

MAINTENANCE TASK	LANDSCAPE MAINTENANCE SCHEDULE													
	WINTER			SPRING			SUMMER				FALL			
	DEC	JAN	FEB	MAR	APR	MAY	FREQUENCY	JUN	JUL	AUG	FREQUENCY	SEP	OCT	NOV
SITE INSPECTION				X			ONCE PER SEASON	X			ONCE PER SEASON		X	
DEBRIS & WEED CONTROL				X	X	X	BI-WEEKLY	X	X	X	BI-WEEKLY	X	X	
IRRIGATION MAINTENANCE					X		ONCE PER SEASON				N/A		X	
MULCHING					X		ONCE PER SEASON				N/A			
SEASONAL PLANTINGS					X		ONCE PER SEASON	X	X	X	WEEKLY	X	X	X
MOWING OF TURF				X	X	X	WEEKLY	X	X	X	WEEKLY	X	X	X
PRUNING				X	X		MONTHLY				N/A		X	
FERTILIZER & AMENDMENTS				X	X	X	MONTHLY	X	X	X	BI-WEEKLY	X	X	X
INSECT & DISEASE CONTROL					X		ONCE PER SEASON	X	X	X	BI-WEEKLY	X	X	
PLANTING RENOVATION				X			ONCE PER SEASON				N/A		X	
LANDSCAPE STRUCTURES INSPECTION					X		ONCE PER SEASON				N/A			
LIGHTING MAINTENANCE				X			ONCE PER SEASON				N/A	X		
PAVED SURFACE MAINTENANCE					X		ONCE PER SEASON				N/A			

LANDSCAPING AND BUFFER REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
\$ 7B-167 (a)(1)a	PARKING AREA SCREENING	COMPLIES
\$ 7B-167 (a)(2)d	OFF-STREET PARKING SHALL BE BUFFERED FROM VIEW FROM PUBLIC RIGHTS-OF-WAY MINIMUM 4 FT BUFFER REQUIRED BETWEEN PARKING AREA AND STREET 36" HIGH MASONRY SCREENING REQUIRED 1 TREE FOR EVERY 40 LF OF FRONTAGE ANN ARBOR TRAIL: NO PARKING PROPOSED JOEL R. STREET: 40 FT (40 FT) * (1 TREE / 40 LF OF FRONTAGE) = 1 TREE	ANN ARBOR TRAIL: N/A ⁽¹⁾ JOEL R STREET: 5.4 FT PROVIDED 36" HIGH EVERGREEN HEDGE PROPOSED N/A ⁽¹⁾ 1 TREE PROPOSED
\$ 7B-168 (a)(1)a	INTERIOR PARKING LOT LANDSCAPING PARKING LOTS 25 - 100 SPACES: 1 TREE FOR EVERY 10 SPACES (112 SPACES) * (1 TREE / 10 SPACES) = 11 TREES 100 SF OF LANDSCAPE AREA FOR EVERY 10 SPACES (112 SPACES) * (100 SF / 10 SPACES) = 1,120 SF MINIMUM LANDSCAPE AREA: 60 SF	11 TREES 1,238 SF 115 SF
\$ 7B-168 (a)(2)		

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

PLANT SCHEDULE						
DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	ACE	7	ACER SACCHARUM	SUGAR MAPLE	3" - 3.5" CAL	B&B NATIVE, DROUGHT TOLERANT
	CEL	1	CELTIS OCCIDENTALIS	COMMON HACKBERRY	3.5" - 4" CAL	B&B NATIVE, DROUGHT TOLERANT, SALT TOLERANT
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	AME	2	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	2" - 2.5" CAL	B&B NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	CER	2	CERCIS CANADENSIS	EASTERN REDBUD	2.5" - 3" CAL	B&B NATIVE
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	CEA	10	CEANOTHUS AMERICANUS	NEW JERSEY TEA	30" - 36"	POT NATIVE, DROUGHT TOLERANT
	VER	7	ILEX VERTICILLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	30" - 36"	POT NATIVE, SALT TOLERANT
	ROS	6	ROSA VIRGINIANA	VIRGINIA ROSE	30" - 36"	POT NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	VIB	8	VIBURNUM ACERIFOLIUM	MAPLELEAF VIBURNUM	36" - 42"	POT NATIVE, DROUGHT TOLERANT
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	ICH	22	ILEX CRENATA 'CHESAPEAKE'	CHESAPEAKE JAPANESE HOLLY	36" - 42"	POT DROUGHT TOLERANT, SALT TOLERANT
	ILE	41	ILEX GLABRA 'COMPACTA'	COMPACT INKBERY	36" - 42"	POT DROUGHT TOLERANT, SALT TOLERANT
	TAX	59	TAXUS CANADENSIS	CANADA YEW	30" - 36"	POT NATIVE, DROUGHT TOLERANT

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



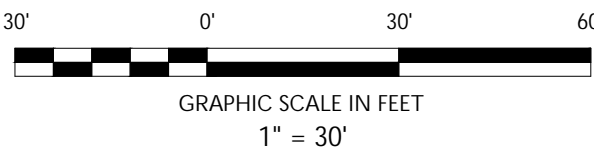
Know what's below
Call before you dig.

IRRIGATION NOTE:

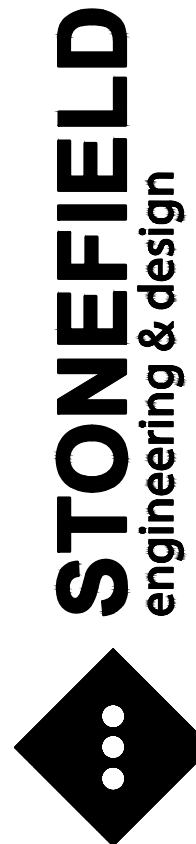
IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. AREA PRIOR TO CONSTRUCTION. DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS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

LANDSCAPING NOTES

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



NOT APPROVED FOR CONSTRUCTION



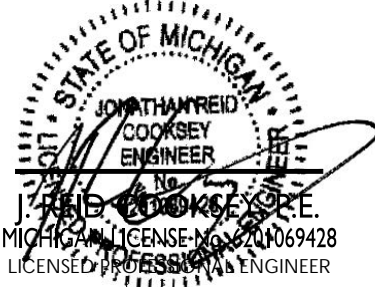
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
PROPOSED PLANNED UNIT
DEVELOPMENT

PARCEL ID: 4900903032309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



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

TITLE:

LANDSCAPING PLAN

DRAWING:

C-8

NOTES:
1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), EXCEPT AS NOTED.
2. ALL SIGNS SHALL BE MOUNTED AS TO NOT OBSTRUCT THE SHAPE OF "STOP" (R1-1) AND "YIELD" (R1-2) SIGNS.

M.U.T.C.D. NUMBER	TEXT	COLOR		SIZE OF SIGN (WIDTH X HEIGHT)	TYPE OF MOUNT
		LEGEND	BACKGROUND		
STOP SIGN (R1-1)		WHITE	RED	36"x36"	GROUND
DO NOT ENTER (R5-1)		RED	WHITE	30"x30"	GROUND

SIGN DETAIL & DATA TABLE

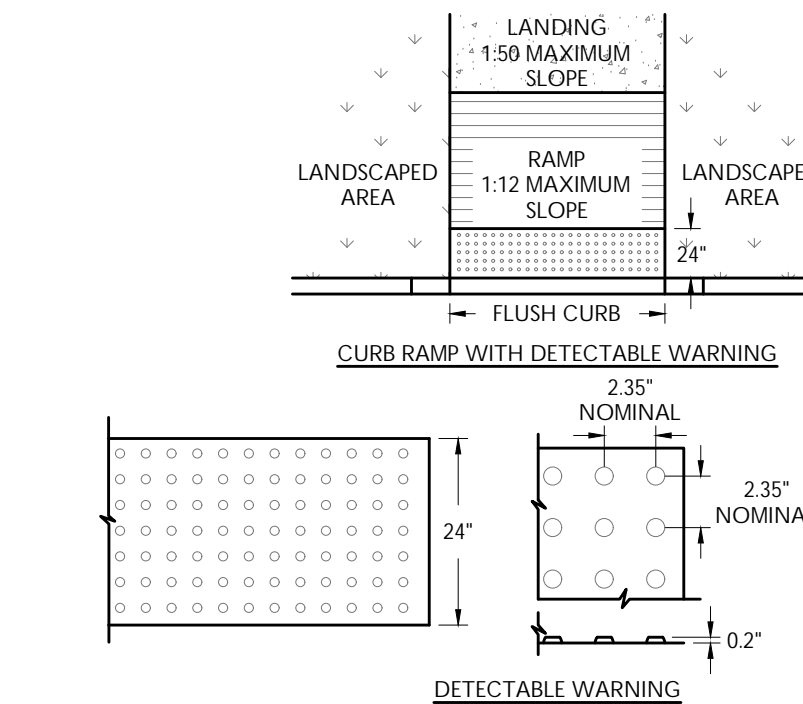
NOT TO SCALE

8

ACCESSIBLE PARKING SIGN WITH BOLLARD DETAIL

NOT TO SCALE

1



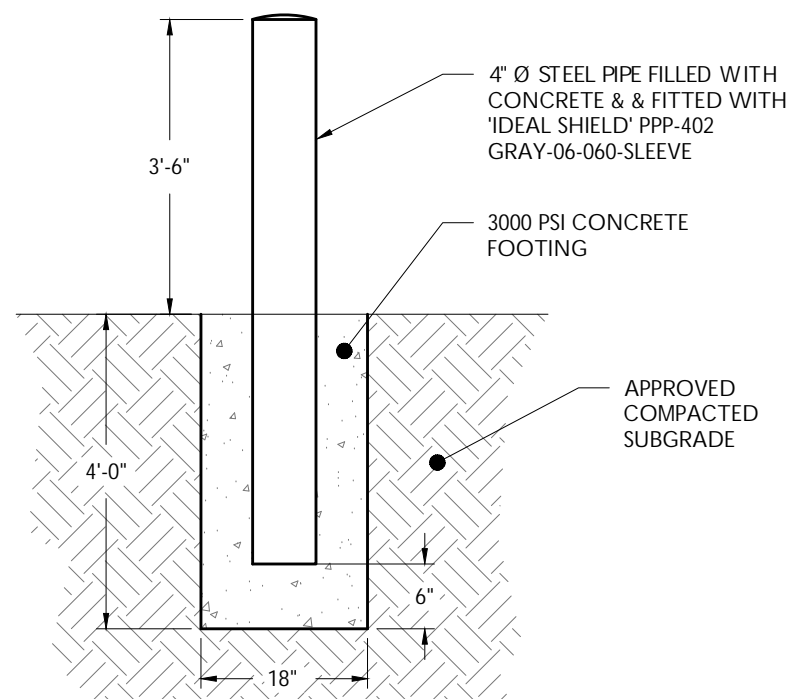
CURB RAMP DETAIL

NOT TO SCALE

NOTES:

- CROSS SLOPE ON RAMP SHALL NOT EXCEED 2%.
- A FLUSH CURB SHALL HAVE A MINIMUM WIDTH OF 36" SEE PLAN FOR EXACT WIDTH.
- DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
- VISUAL CONTRAST: THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE.
- DETECTABLE WARNING STRIP REQUIRED WHERE RAMP DIRECTS PEDESTRIAN TRAFFIC TOWARDS VEHICLE TRAVEL WAY. WARNING STRIP SHALL BE CAST-IN-PLACE.
- RAMP SHALL HAVE A MAXIMUM RISE OF 6" WITHOUT A HANDRAIL.

9



BOLLARD DETAIL

NOT TO SCALE

12

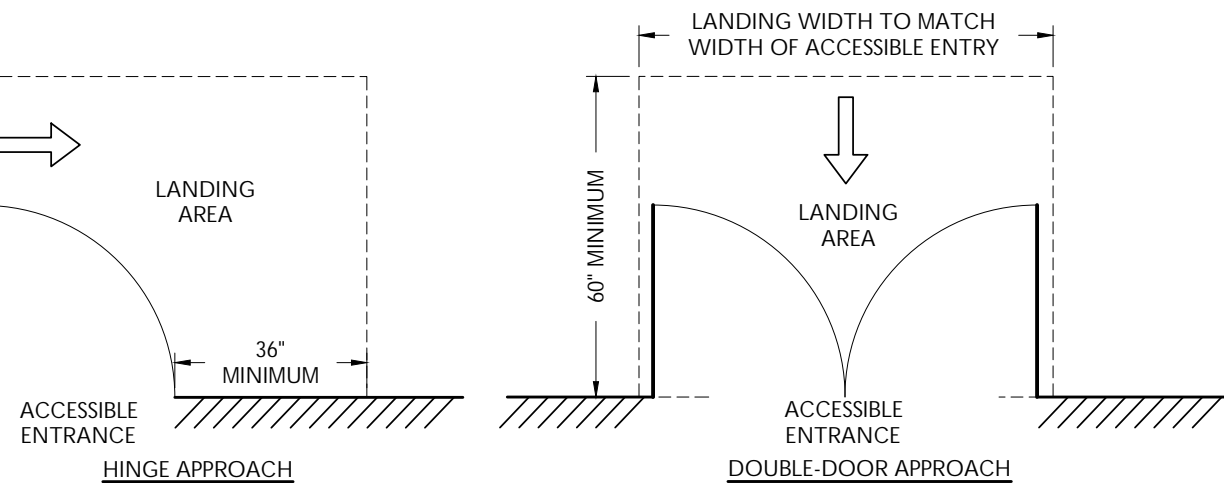
ACCESSIBLE ENTRANCE LANDING DETAIL

NOT TO SCALE

NOTES:

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

5



ACCESSIBLE PARKING STALL MARKINGS

NOT TO SCALE

2

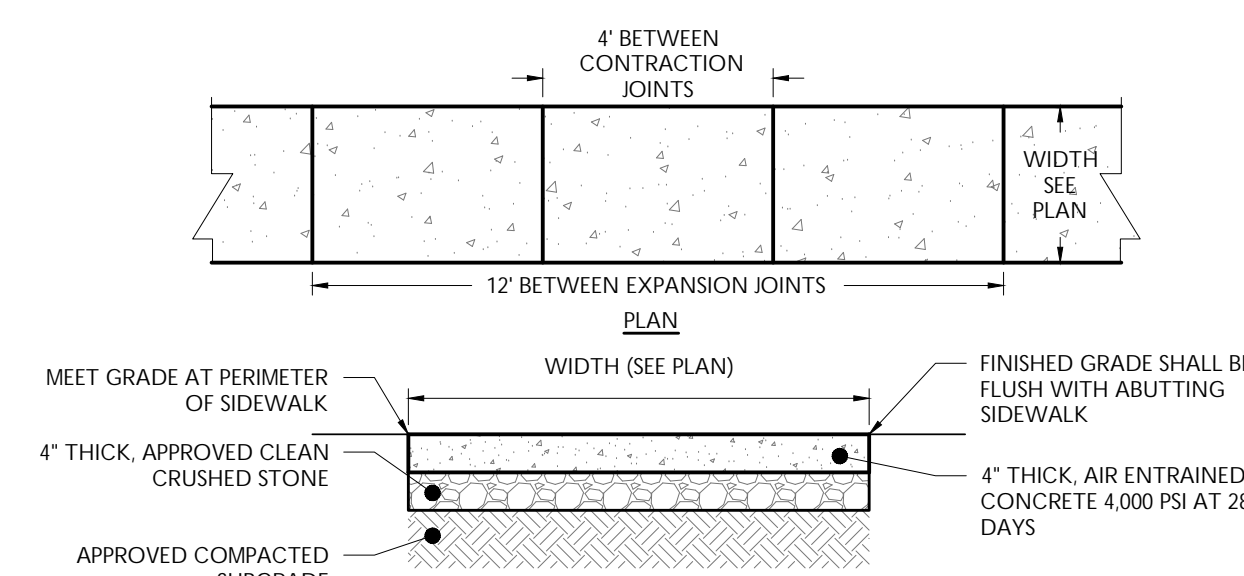
CONCRETE WALKWAY DETAIL

NOT TO SCALE

NOTES:

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

6



90° PARKING STALL MARKINGS

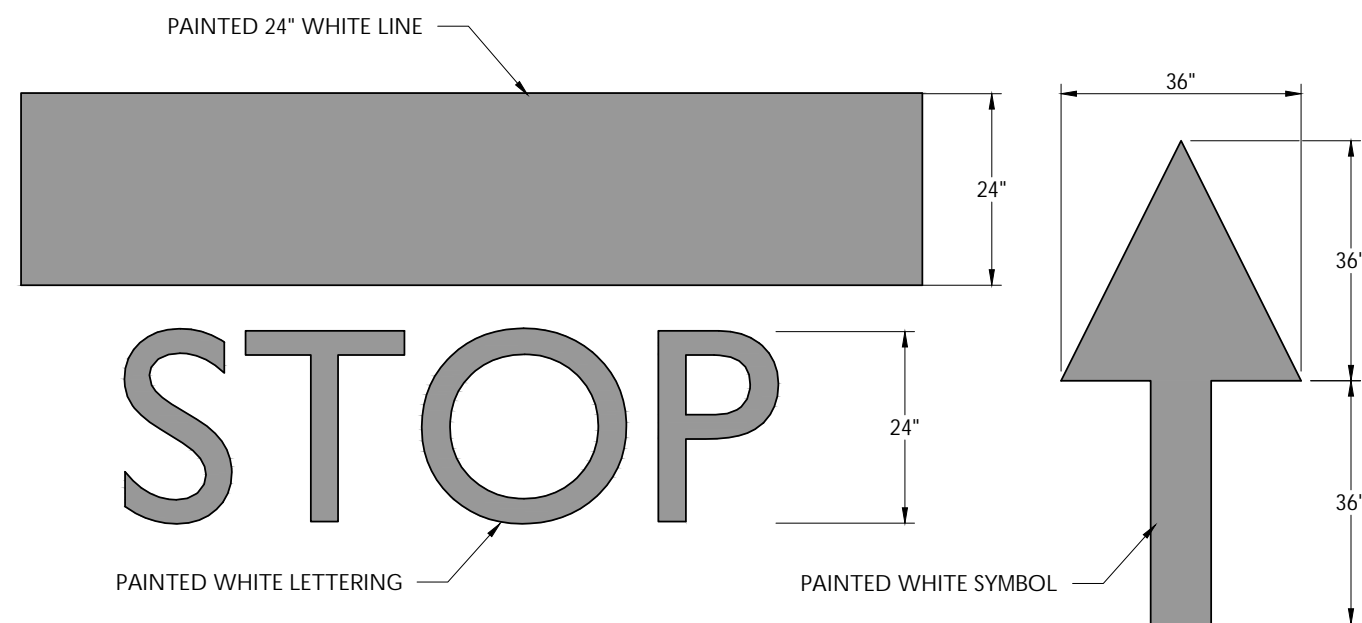
NOT TO SCALE

3

STOP BAR & ARROW DETAILS

NOT TO SCALE

7



PAVEMENT STRIPING & MARKINGS NOTES:

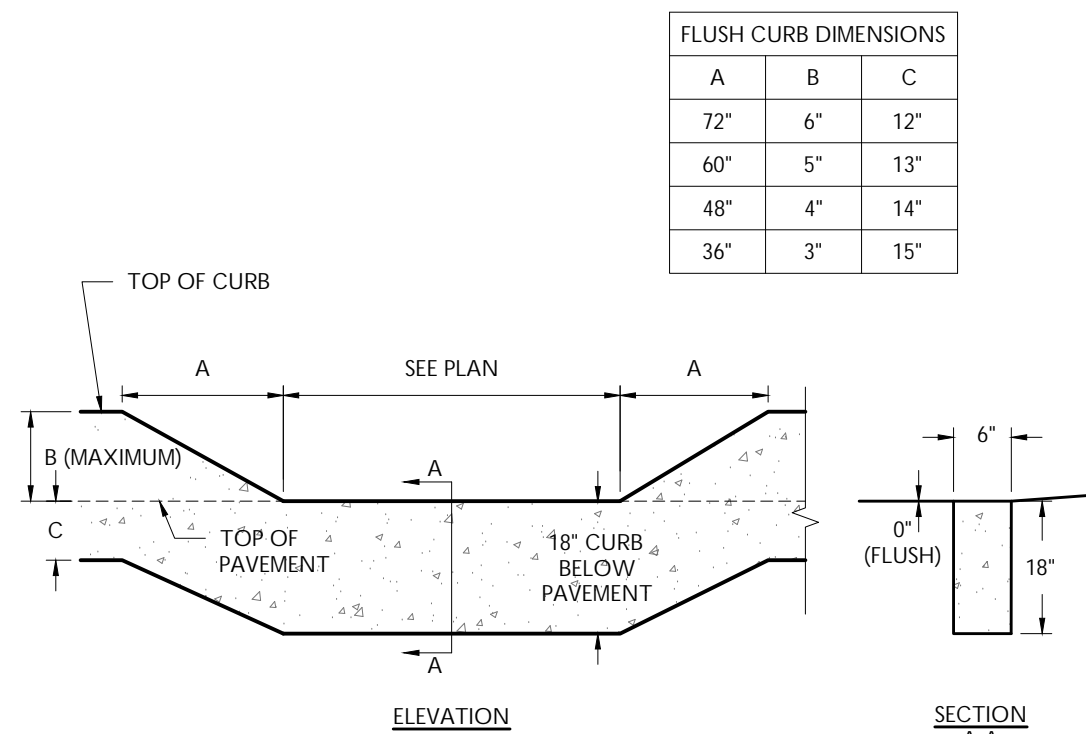
- ALL SIGNING AND STRIPING IN EXISTING CONDITION IN CONFLICT WITH THE PROPOSED DESIGN PLAN SHALL BE REMOVED.
- ALL PROPOSED SIGNING AND STRIPING SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
- PAVEMENT STRIPING AND MARKINGS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

4

FLUSH CURB DETAIL

NOT TO SCALE

11

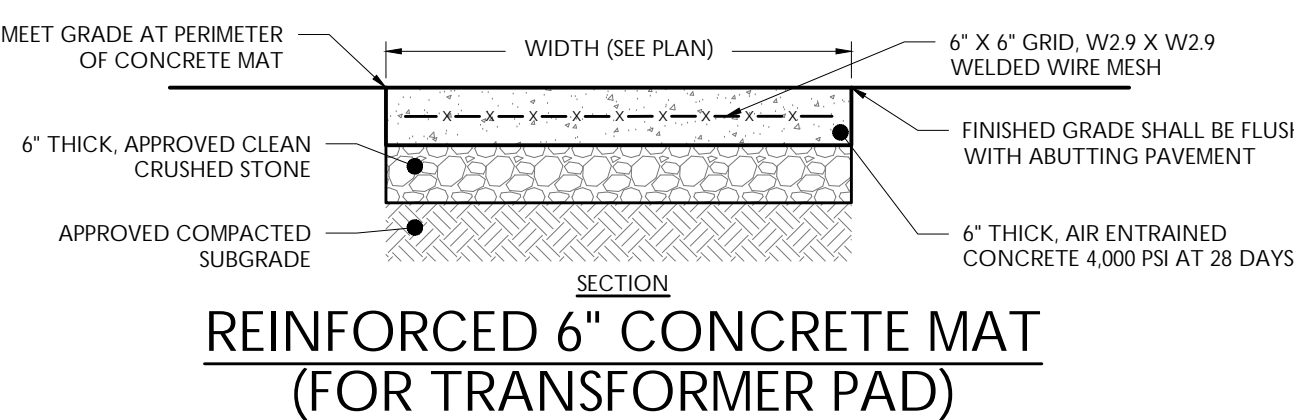


FLUSH CURB DIMENSIONS			
A	B	C	
72"	6"	12"	
60"	5"	13"	
48"	4"	14"	
36"	3"	15"	

NOTES:

- CONCRETE SHALL BE 3500 PSI AT 28 DAYS. AIR-ENTRAINED.
- TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED 1/2" FROM SURFACE.
- HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
- 18" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

10



REINFORCED 6" CONCRETE MAT (FOR TRANSFORMER PAD)

NOT TO SCALE

NOTES:

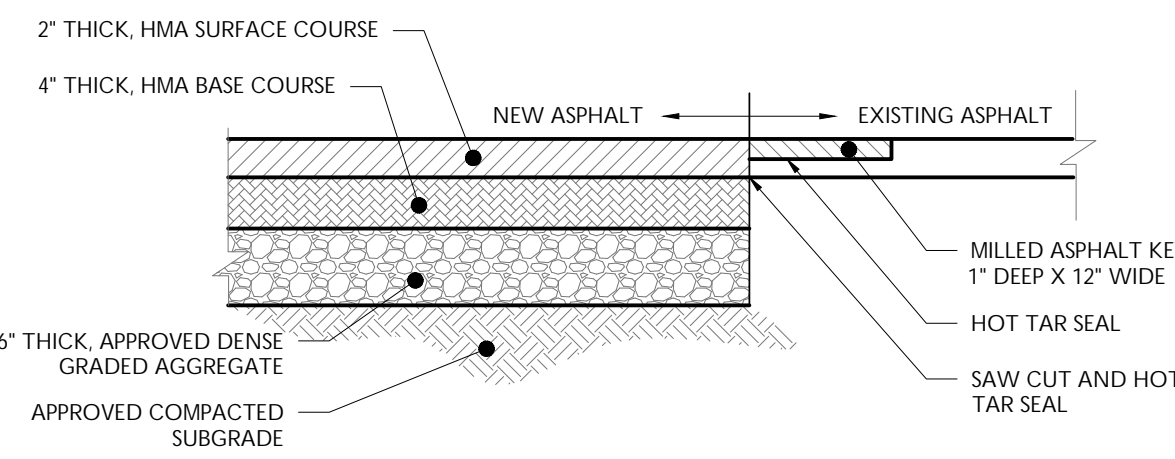
- 1/2" EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED 1/2" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
- 1" DEEP BY 1/2" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.
- CONCRETE SHALL RECEIVE BROOM FINISH.
- ALL EXPOSED CORNERS TO HAVE 12" CHAMFER.

13

FULL DEPTH ASPHALT PAVEMENT DETAIL

NOT TO SCALE

14

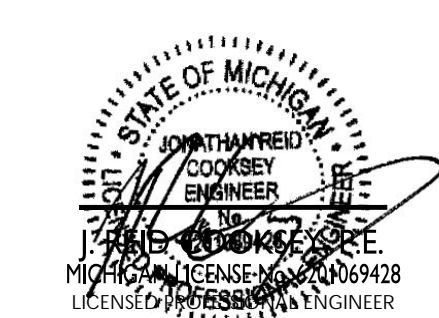


NOTE:
HMA MIX AND DENSE GRADED AGGREGATE SHALL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH, MICHIGAN
PROPOSED PLANNED UNIT DEVELOPMENT

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



STONEFIELD
engineering & design

SCALE: AS SHOWN PROJECT ID: DET-220084

TITLE:

CONSTRUCTION DETAILS

DRAWING:

C-10

NOT APPROVED FOR CONSTRUCTION

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BY

DATE

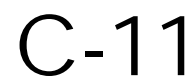
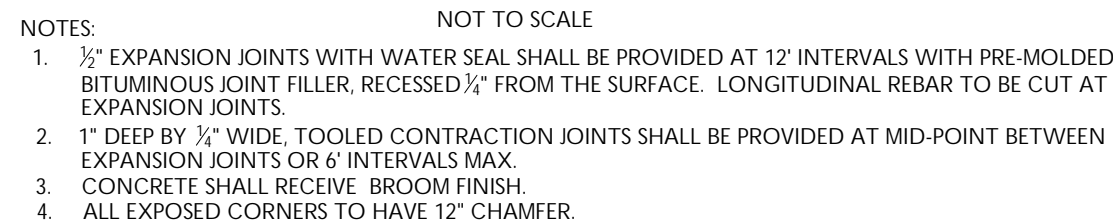
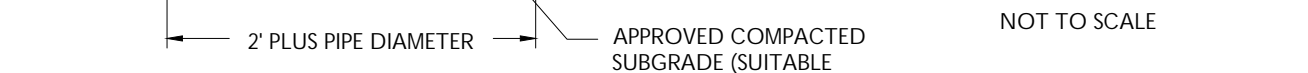
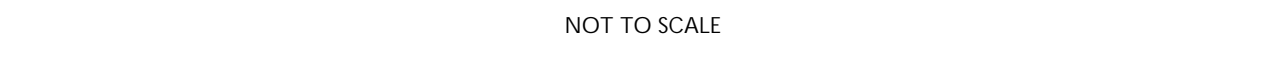
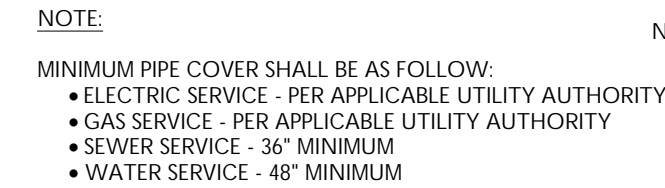
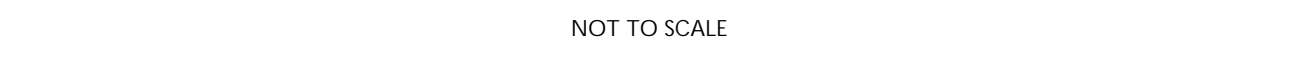
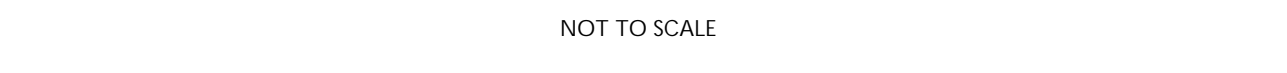
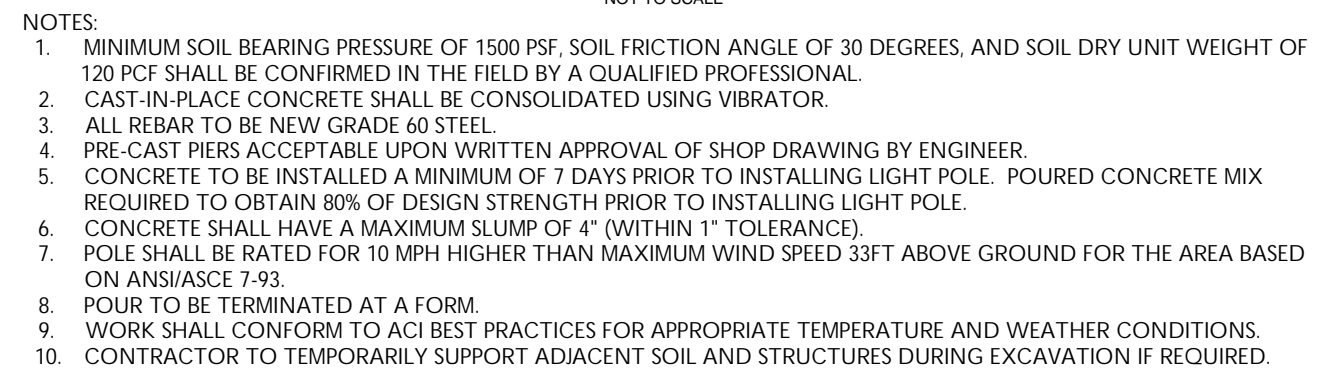
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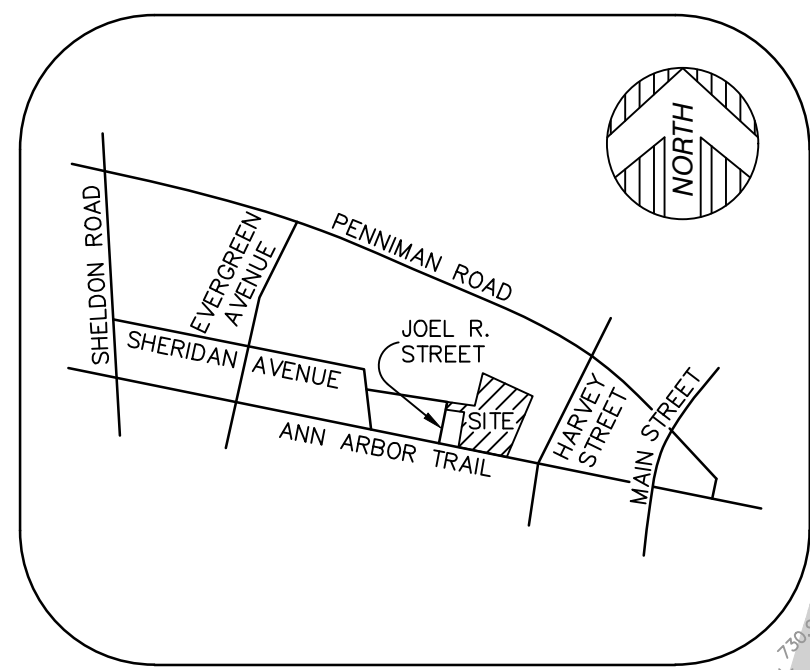
DESCRIPTION

RESUBMISSION FOR PRELIMINARY PUD APPROVAL
JRC
03/19/2025
3

RESUBMISSION FOR PRELIMINARY PUD APPROVAL
JRC
01/22/2025
2

RESUBMISSION FOR PRELIMINARY PUD APPROVAL
JRC
04/15/2024
1





VICINITY MAP
(NOT TO SCALE)

PARKING

HANDICAP PARKING = 2 STALLS
STANDARD PARKING = 94 STALLS

PARCEL AREA

97,818 SQUARE FEET = 2.25 ACRES

BASIS OF BEARING

SOUTH 77°32'41" EAST, BEING THE NORTHERLY
RIGHT OF WAY LINE OF ANN ARBOR TRAIL AS
SHOWN IN LIBER 66, PAGE 46 OF PLATS, WAYNE
COUNTY RECORDS.

BENCHMARK

TOP OF HYDRANT,
ELEVATION = 734.37' (NAVD 88)

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY
INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES
THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN
THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES
NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED
AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR
HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE
STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

- SET 1/2" REBAR WITH CAP P.S. 47976
- FOUND MONUMENT (AS NOTED)
- GROUND POINT
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- TRANSFORMER
- UTILITY POLE
- ✕ LIGHT POLE WITH STREET LAMP
- ✕ LIGHTPOST/LAMP POST
- ✕ FIRE HYDRANT
- ✕ WATER VALVE
- BOLLARD
- STORM MANHOLE
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- CLEANOUT
- SANITARY MANHOLE
- SINGLE POST SIGN
- HANDICAP PARKING
- PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- EASEMENT (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- CURB (AS SHOWN)
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- ✕ FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- GAS LINE
- SANITARY LINE
- STORM LINE
- WATER LINE
- FLOOD LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- BUILDING AREA
- ASPHALT
- CONCRETE

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN:

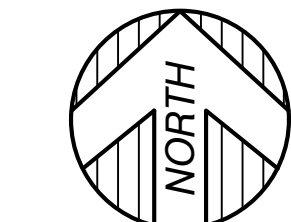
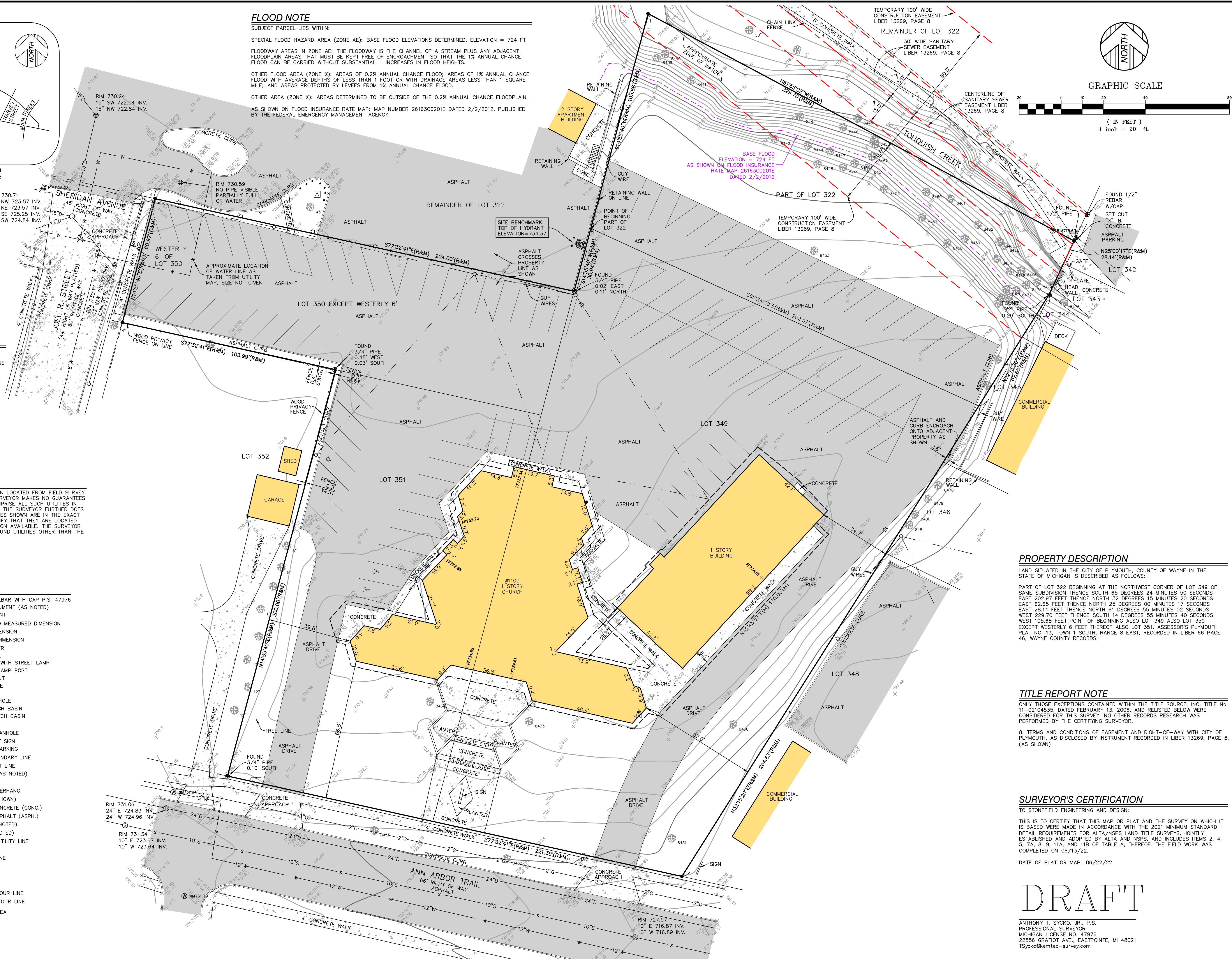
SPECIAL FLOOD HAZARD AREA (ZONE AE): BASE FLOOD ELEVATIONS DETERMINED. ELEVATION = 724 FT

FLOODWAY AREAS IN ZONE AE: THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT
FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE
FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

OTHER FLOOD AREA (ZONE X): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE
FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE
MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26163C0201E DATED 2/2/2012, PUBLISHED
BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE IN THE
STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

PART OF LOT 322 BEGINNING AT THE NORTHWEST CORNER OF LOT 349 OF
SAME SUBDIVISION THENCE SOUTH 65 DEGREES 24 MINUTES 50 SECONDS
EAST 202.97 FEET THENCE NORTH 32 DEGREES 15 MINUTES 20 SECONDS
EAST 62.65 FEET THENCE NORTH 25 DEGREES 00 MINUTES 17 SECONDS
EAST 28.14 FEET THENCE NORTH 61 DEGREES 55 MINUTES 02 SECONDS
WEST 229.70 FEET THENCE SOUTH 14 DEGREES 55 MINUTES 40 SECONDS
WEST 105.68 FEET POINT OF BEGINNING ALSO LOT 349 ALSO LOT 350
EXCEPT WESTERLY 6 FEET THEREOF ALSO LOT 351, ASSESSOR'S PLYMOUTH
PLAT NO. 13, TOWN 1 SOUTH, RANGE 8 EAST, RECORDED IN LIBER 66 PAGE
46, WAYNE COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE TITLE SOURCE, INC. TITLE NO.
11-02104535, DATED FEBRUARY 13, 2006, AND RELISTED BELOW WERE
CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS
PERFORMED BY THE CERTIFYING SURVEYOR.

8. TERMS AND CONDITIONS OF EASEMENT AND RIGHT-OF-WAY WITH CITY OF
PLYMOUTH, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 13269, PAGE 8.
(AS SHOWN)

SURVEYOR'S CERTIFICATION

TO STONEFIELD ENGINEERING AND DESIGN:

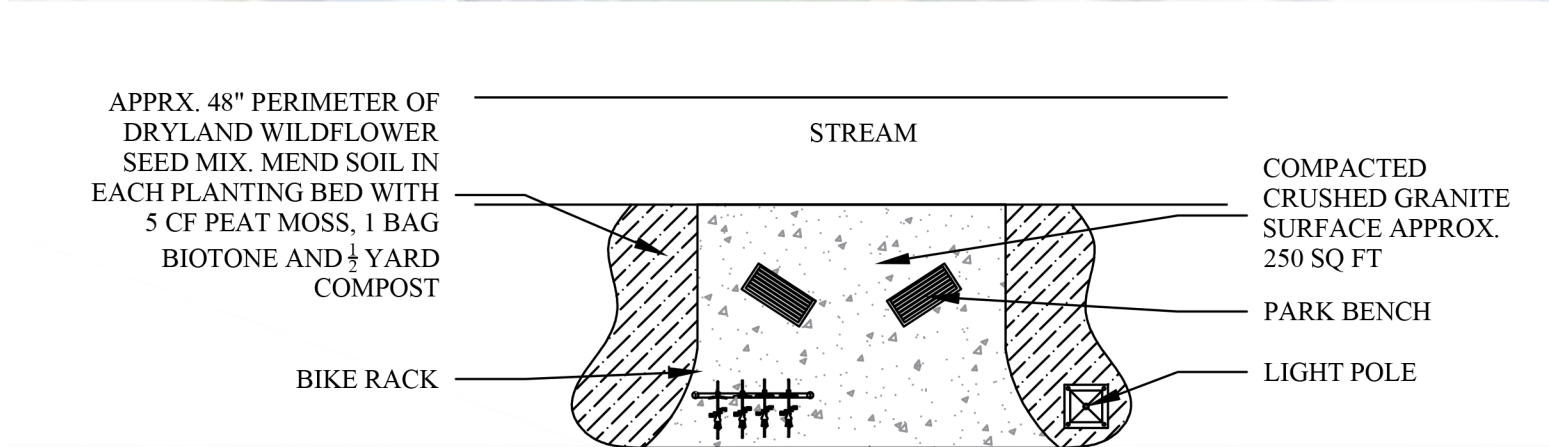
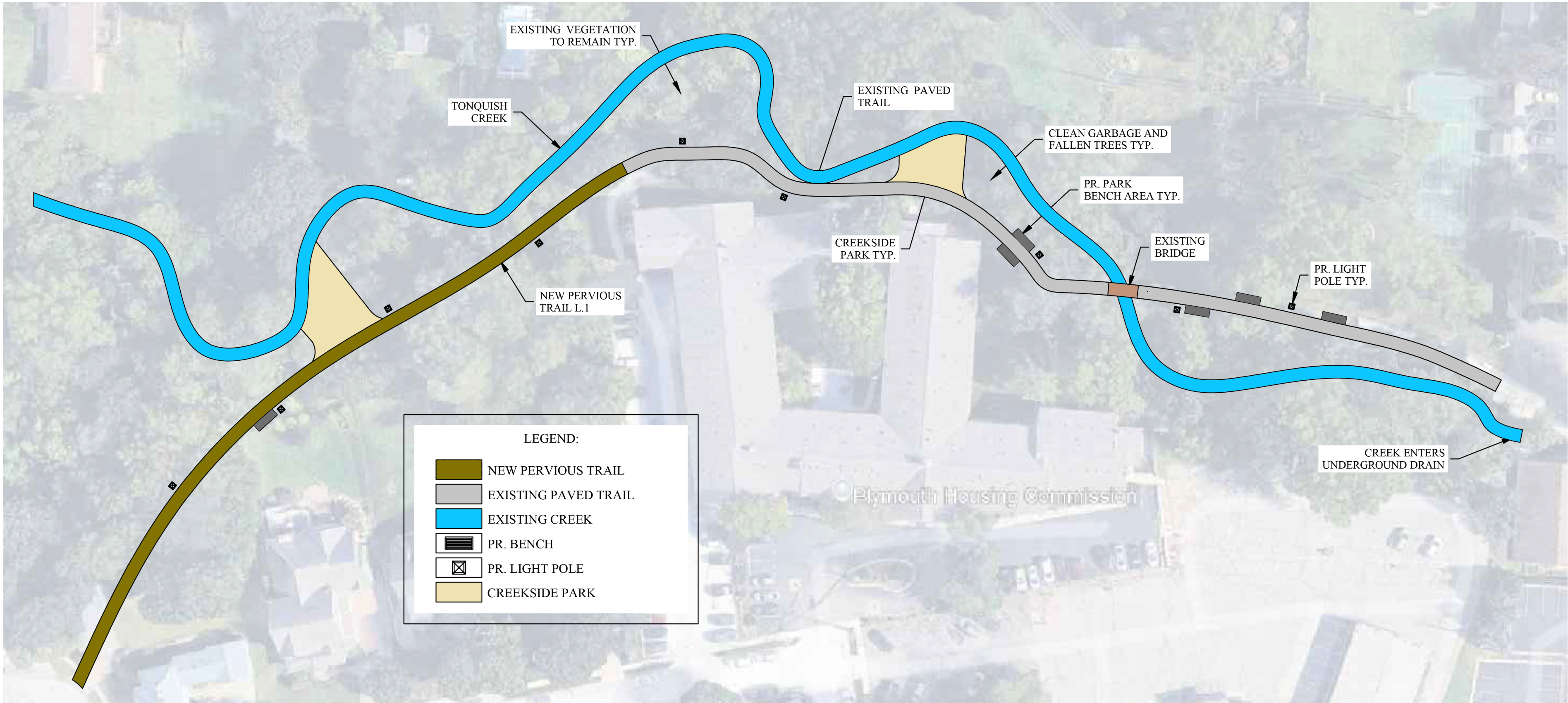
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT
IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD
DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY
ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4,
5, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS
COMPLETED ON 06/13/22.

DATE OF PLAT OR MAP: 06/22/22

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemtec-survey.com

DATE	BY	REVISION
06/22/22	MRJ	
06/22/22	MRJ	
JUNE 22, 2022		
22-01402		
SCALE	1" = 20'	
1		
1 OF 1 SHEETS		



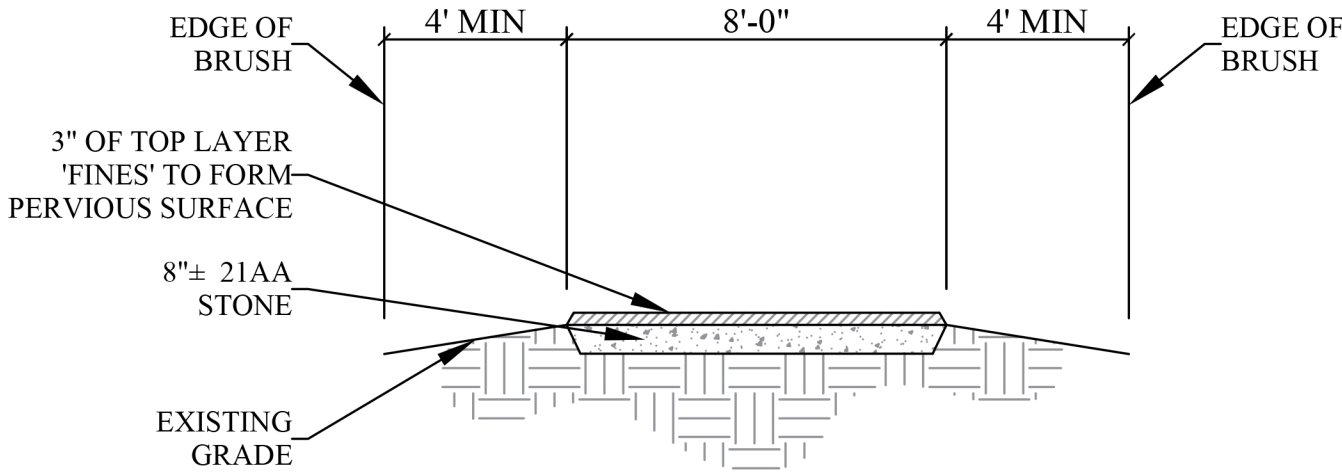
TYPICAL CREEKSIDE PARK FEATURE DETAIL
SCALE: NO SCALE



POST LIGHT EXAMPLE



PARK BENCH EXAMPLE



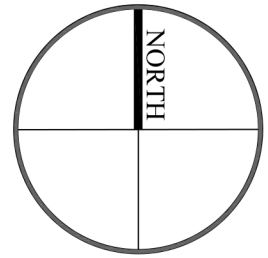
L.1 TYPICAL PERVIOUS PATH DETAIL
SCALE: 1/4" = 1'-0"

NOTE:
ALL PROPOSED IMPROVEMENTS
NEAR THE TONQUISH CREEK AND
TONQUISH CREEK TRAIL ARE
WITHIN A REGULATED FLOOD
ZONE AREA AND SHALL BE
SUBJECT TO APPROVALS AND
PERMITTING FROM EGLE AND ANY
OTHER STATE OR LOCAL
AUTHORITIES.

PROJECT:
TONQUISH
CREEK AND
TRAIL PROPOSED
PUD
IMPROVEMENTS

DATE & REVISIONS:
MARCH 13, 2025

SCALE & NORTH ARROW:



SCALE: NO SCALE

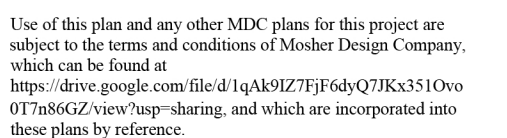
SHEET TITLE:
TONQUISH
CREEKSIDE
IMPROVEMENT
PLAN

SHEET NO:
L-1

DESIGNED BY:
M.M.

NOTE:
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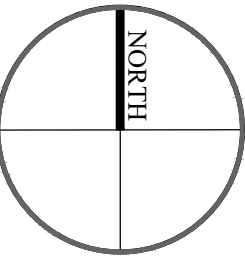




PROJECT:
**BROOKSIDE
VILLAGE**

DATE & REVISIONS:
MARCH 17, 2025

SCALE & NORTH ARROW:



SCALE: NO SCALE

SHEET TITLE:
**CREEKSIDE
PARKS AND
TRAIL
ENHANCEMENT
RENDERINGS**

SHEET NO:
L-3

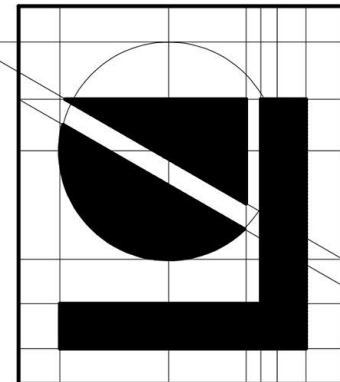
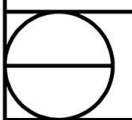
DESIGNED BY:
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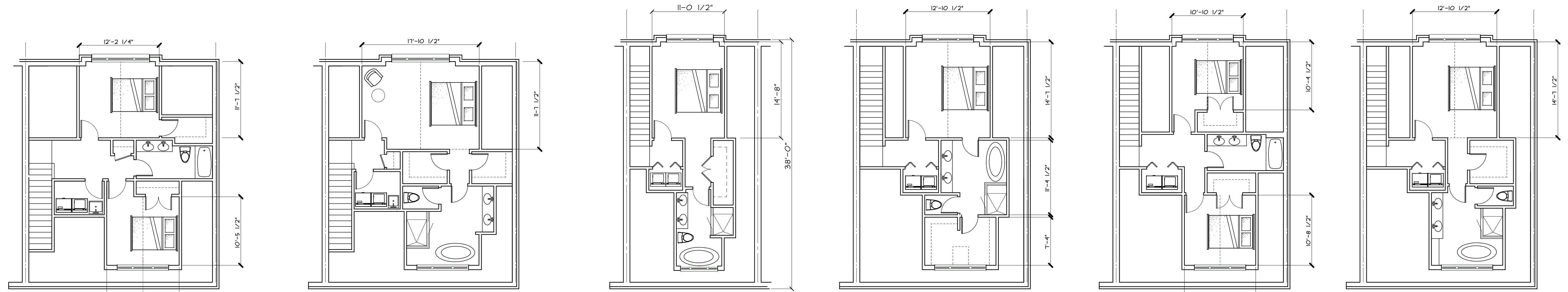


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architects aia pc
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www.lindhout.com (810)227-5688 fax: (810)227-5855

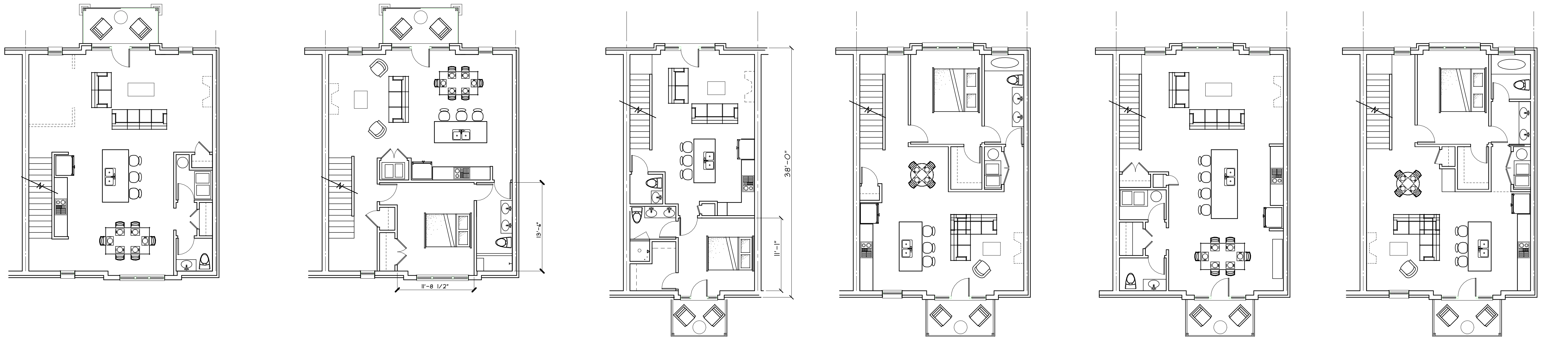
consultant

dr: NRC	ck'd: JUE	03-19-25	RESUBMISSION FOR PRELIMINARY FUD APPROVAL
app'd: JUE		date	issued for

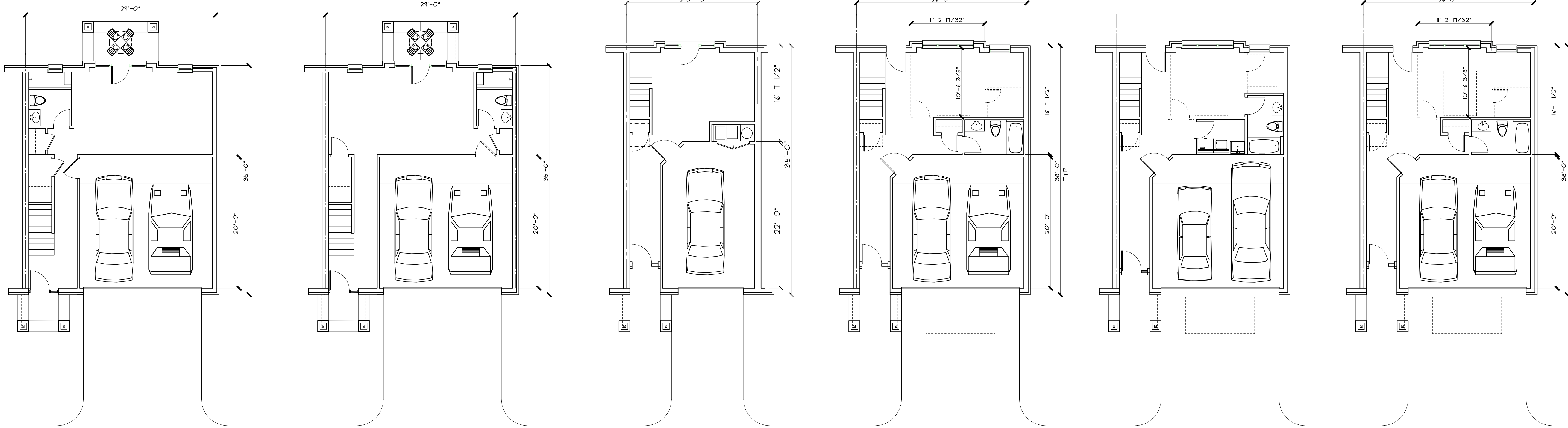
BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
STREET VIEW RENDERINGS



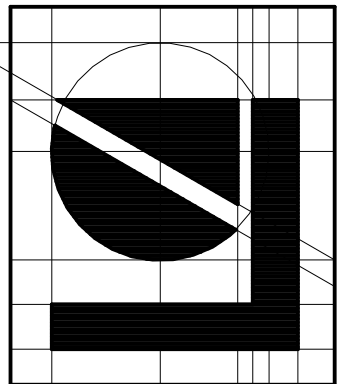
3rd FLOOR
OPTIONS



2nd FLOOR
OPTIONS



1st FLOOR
OPTIONS



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consultant

dr: JULIE ck'd: JULIE app'd: JULIE	03-13-25 01-20-25 2-23-24 date	Revisions Revisions Submission for Preliminary PUD Approval Issued for

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
FLOOR PLAN OPTIONS

A1
24012



29' WIDE - FRONT ELEVATION



26' WIDE - FRONT ELEVATION



29' WIDE - REAR ELEVATION

* ALL FIBER CEMENT TO BE PAINTED. SEE SHEETS A3 & A4 FOR COLORS.

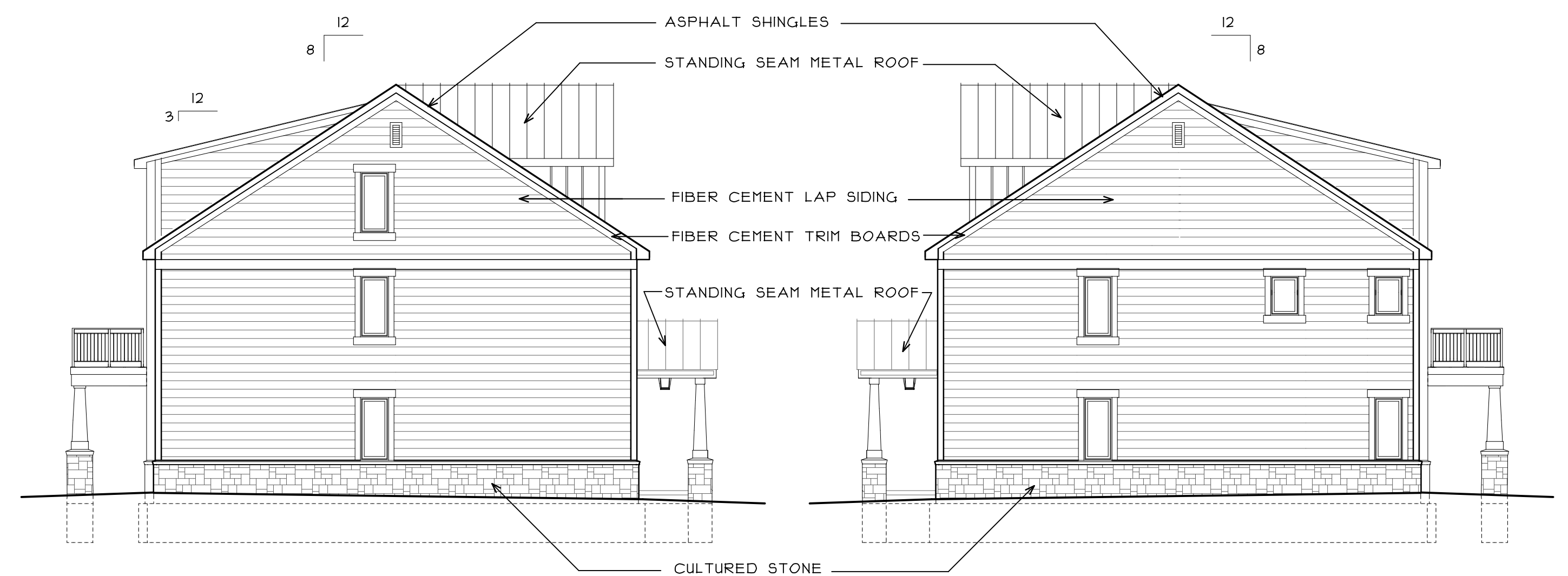
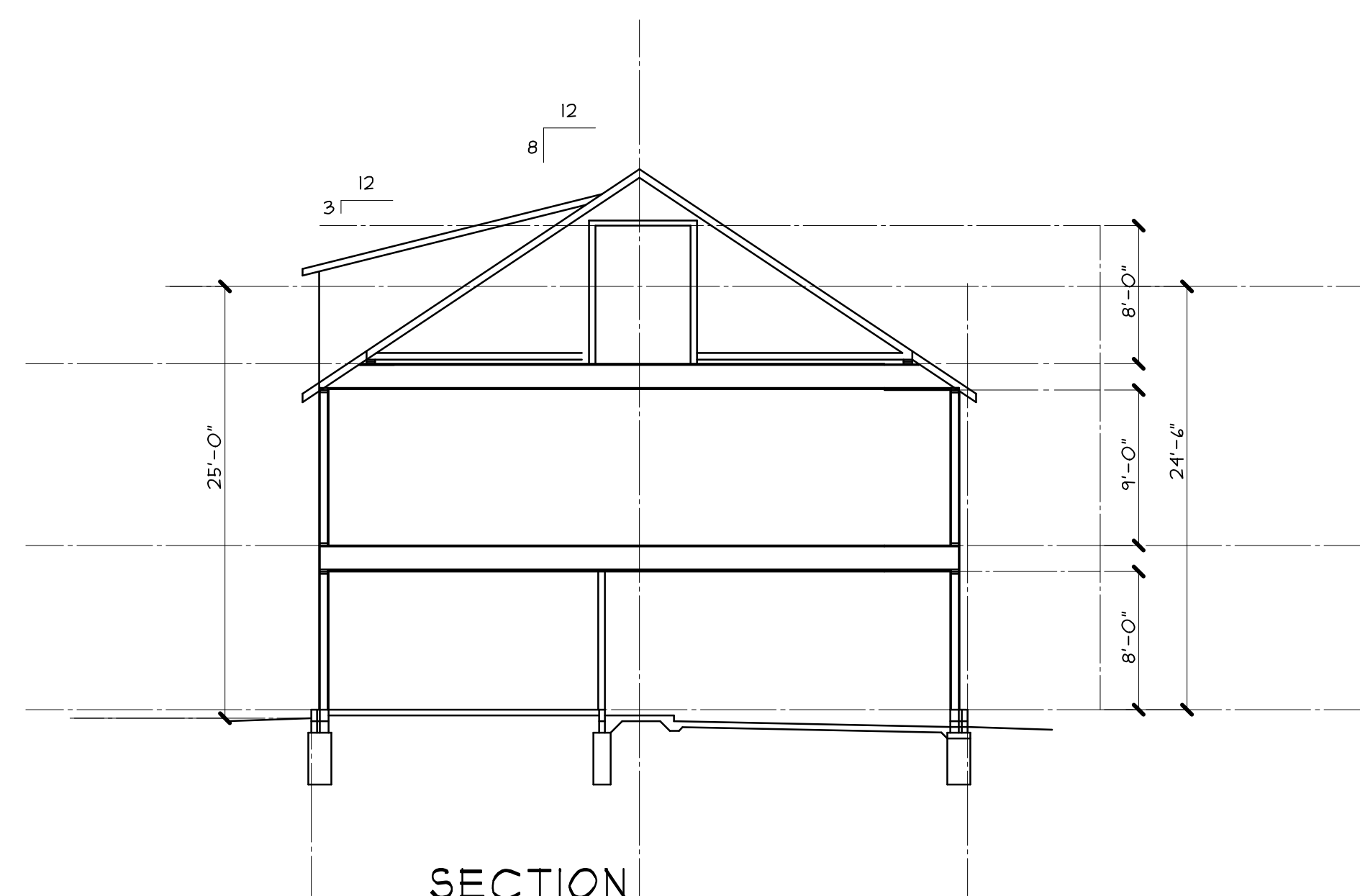
* MATERIALS ARE TYPICAL FOR ALL UNITS.



26' WIDE - REAR ELEVATION

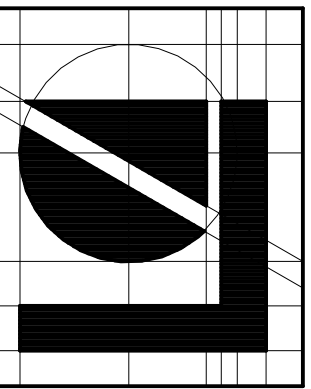
* ALL FIBER CEMENT TO BE PAINTED. SEE SHEETS A3 & A4 FOR COLORS.

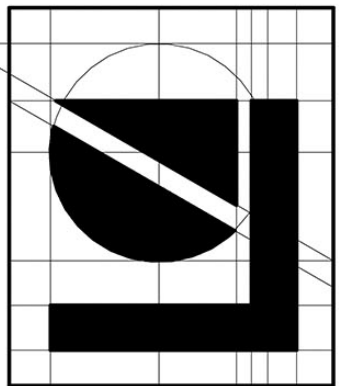
* MATERIALS ARE TYPICAL FOR ALL UNITS.



SIDE ELEVATION

SIDE ELEVATION





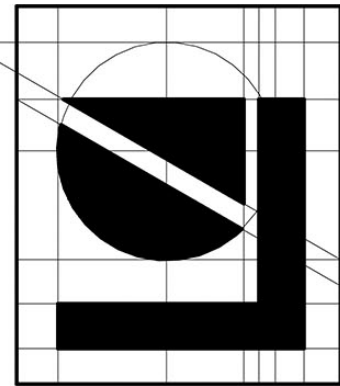
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dr: NRC
ck'd: JUE
app'd: JUE
date
01-20-25
2-23-24
Revisions
Submission
For Preliminary PUD Approval
issued for

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
RENDERINGS

A3
24012



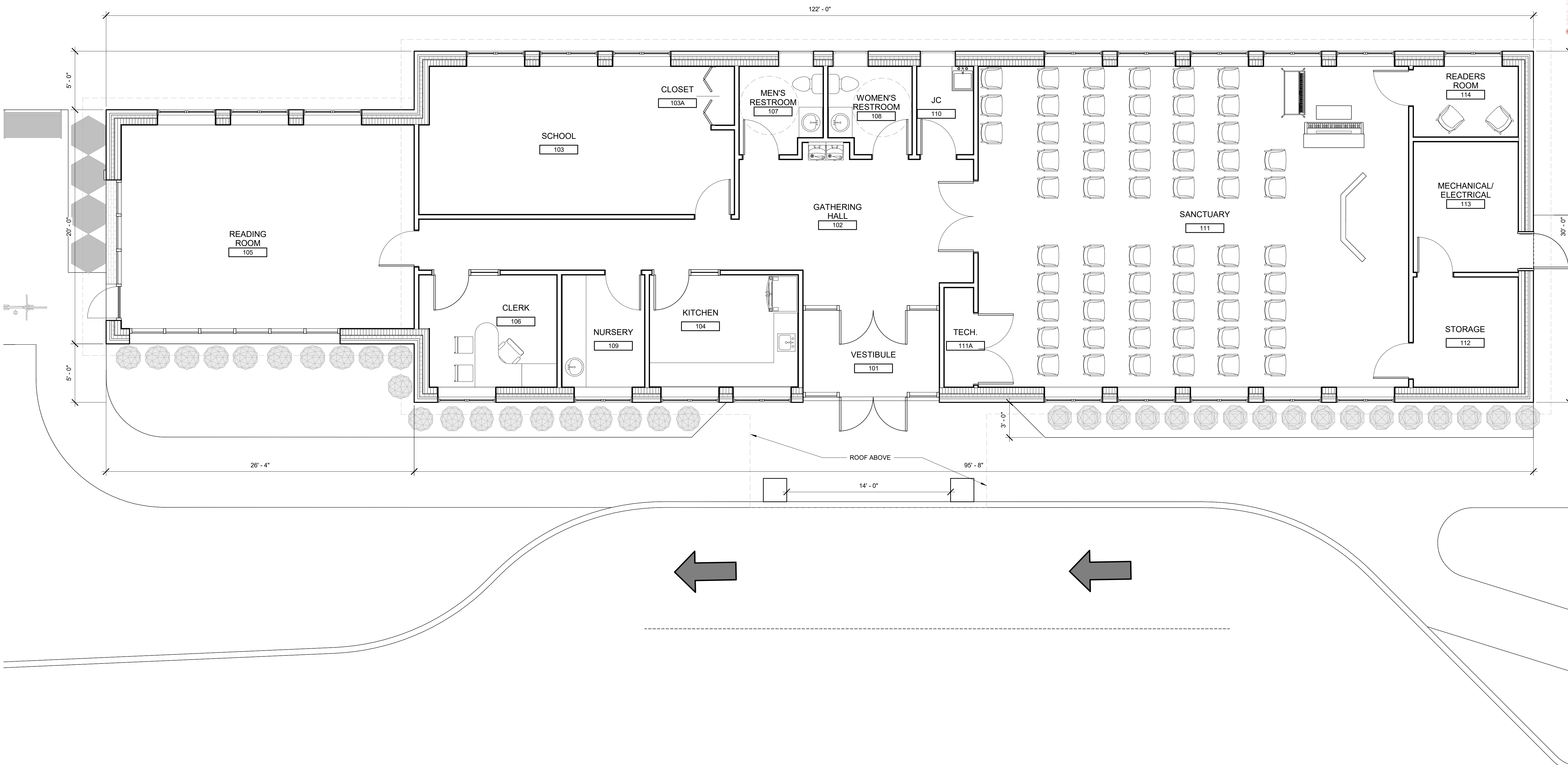
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dr: NRC	01-20-25	Revisions Submission for Preliminary PUD Approval issued for
ck'd: JWE	2-23-24	
app'd: JWE	date	

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
RENDERINGS

A4
24012



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1 | ARCHITECTURAL FLOOR PLAN



2023.033

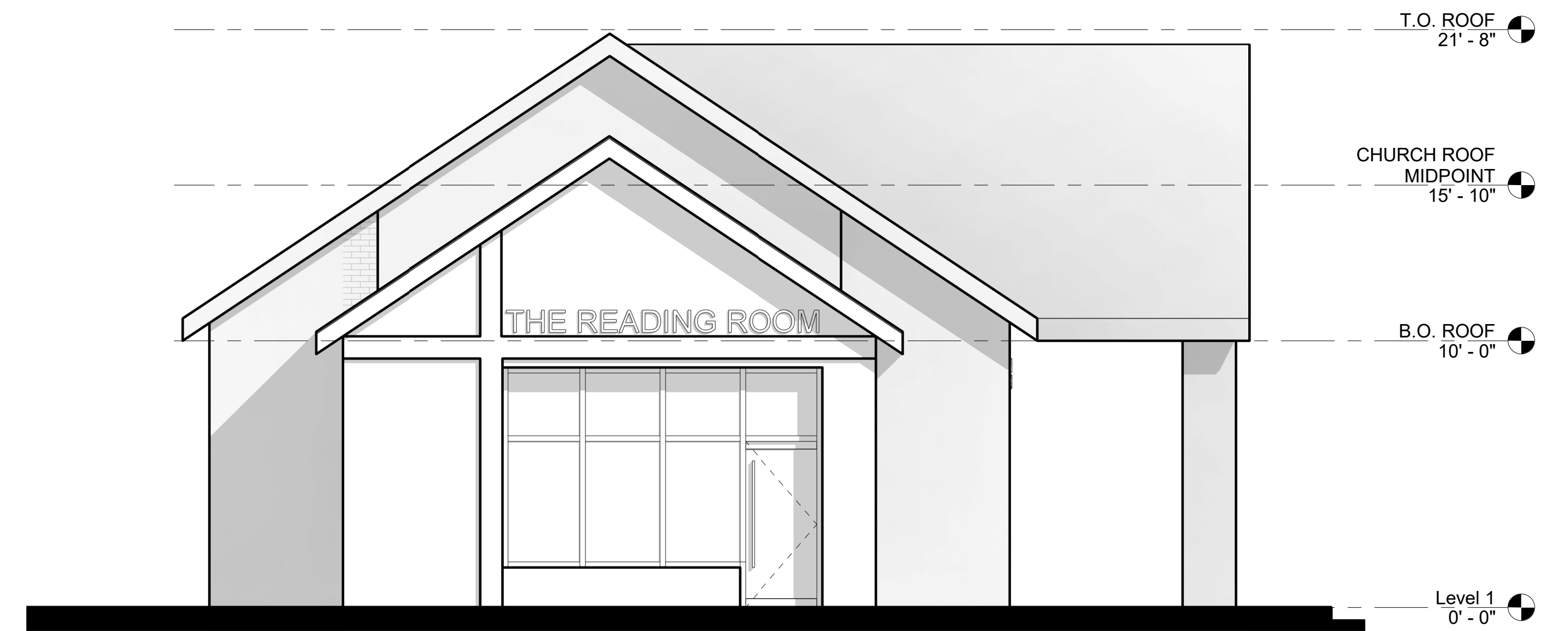
FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

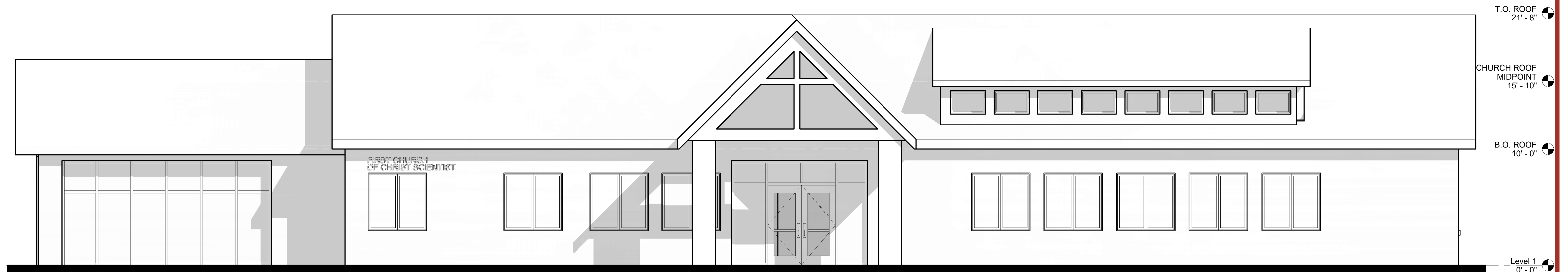
ARCHITECTURAL FLOOR PLAN

FIRST CHURCH OF CHRIST SCIENTIST

CH101



2 | EXTERIOR ELEVATION - SOUTH



1 | EXTERIOR ELEVATION - EAST



2023.033

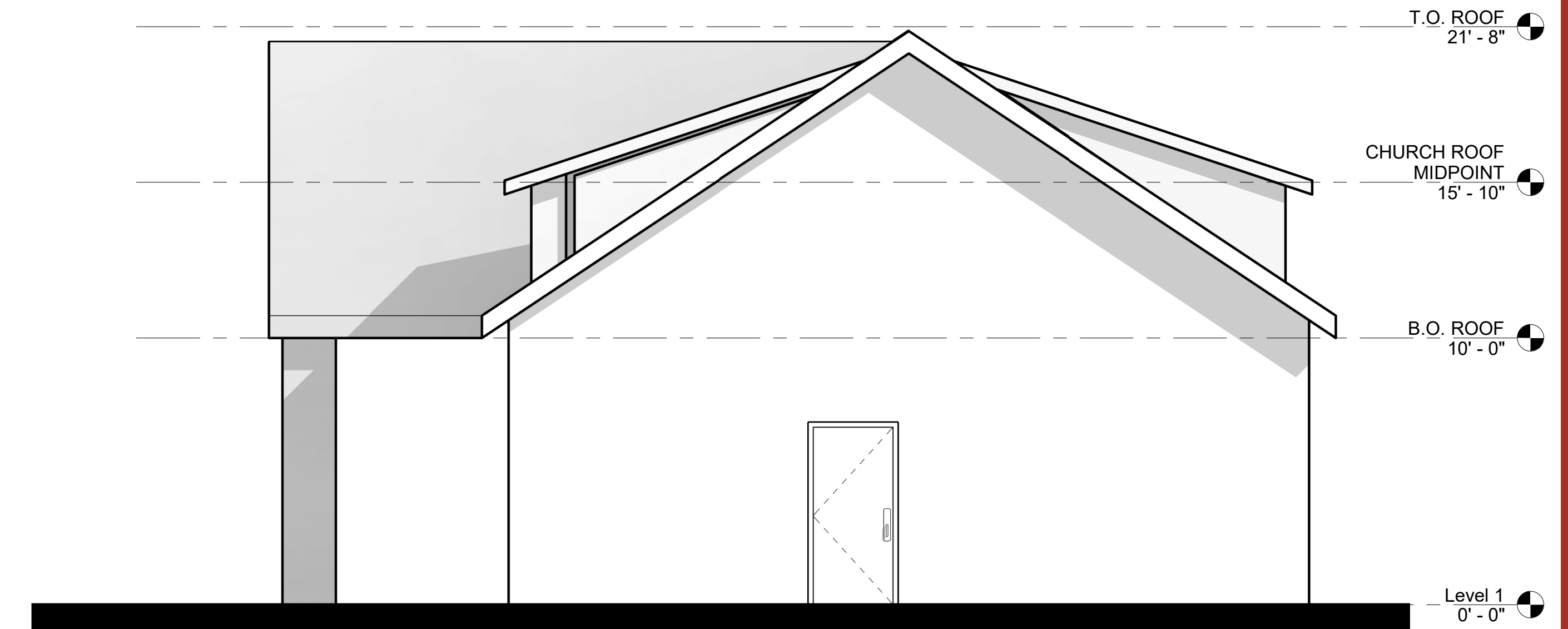
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1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

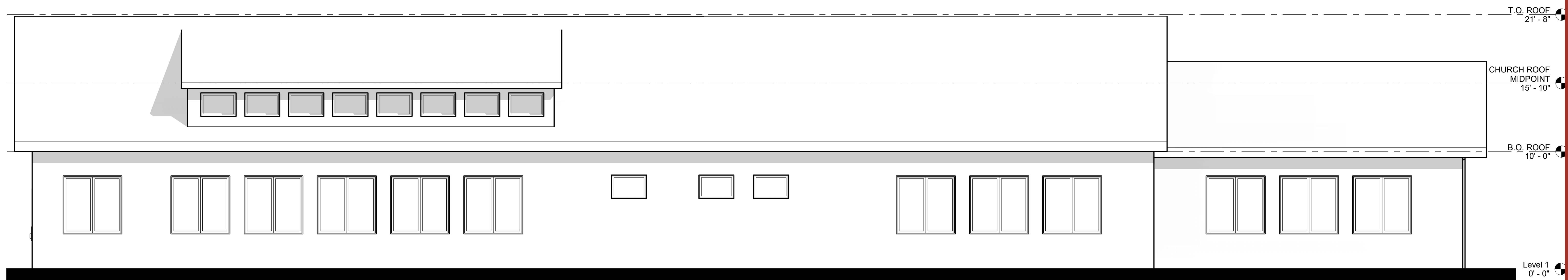
EXTERIOR ELEVATIONS

FIRST CHURCH OF CHRIST SCIENTIST

CH301



2 | EXTERIOR ELEVATION - NORTH



1 | EXTERIOR ELEVATION - WEST



2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

EXTERIOR ELEVATIONS

FIRST CHURCH OF CHRIST SCIENTIST

CH302



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FIRST CHURCH OF CHRIST SCIENTIST

1 | PERSPECTIVE RENDER A



2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

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Checked by : ARR

CONCEPTUAL RENDER

AR102



1 | PERSPECTIVE RENDER B



2023.033
FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI
Drawn by : JML
Checked by : ARR

CONCEPTUAL RENDER

Bolhuis, Greta

From: James Johnson [REDACTED]
Sent: Monday, March 24, 2025 11:49 AM
To: Group - Planning Commission
Subject: proposed Christian Science Church development

Plymouth Planning Commission-

Be it noted that I am opposed to the most current, and revised, planned development for the *First Church of Christ, Scientist* property (1100 West Ann Arbor Trail).

There are numerous reasons for my opposition, so I will only list the following at this time:

1. The logistic constraints that it would place upon **Tonquish Creek Manor**. I am concerned about the safety of these residents as they walk and cross streets in close proximity to the proposed development. I also worry about any street parking build up that would incur from visitors, family members and especially any outside Medical Services (PT, OT, Social Workers, etc.) that provide assistance to the residents.
2. I am concerned about the added traffic flow and congestion this would place on Ann Arbor Trail and as drivers seek alternate street arteries to avoid traffic build up. This would create added traffic to Sheridan and Huff Park streets. These side streets are already busy with normal traffic, and I have witnessed far too many drivers speeding well above the posted 25 MPH signs. The added traffic flow, from the proposed development, will become a nuisance and will create safety concerns for residents on foot, bikes or simply crossing the street.

Thanks-
Jim Johnson
1325 Sheridan
Plymouth MI 48170

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Bolhuis, Greta

From: [REDACTED]
Sent: Tuesday, March 25, 2025 7:50 PM
To: Group - Planning Commission
Subject: Please note that I will be attending the Planning meeting on 9 April concerning the Champion PUD. AGAIN, I am in opposition to this project. Thank you for your time and consideration, Mike Mountain, 1211 Sheridan, Plymouth. us

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Bolhuis, Greta

From: [REDACTED]
Sent: Wednesday, March 26, 2025 10:14 PM
To: Group - Planning Commission
Subject: Champion/Christian Science Church Project

Dear planners,

As long term tax paying residents of the City of Plymouth, we are opposed to the zoning change and building of this development.

Our concerns are as follows:

-Since this appears to be a final sale between the church and the Champion developer, the developer should not be allowed to change the zoning to PUD. Two to four "luxury" homes should bring in a comparable or greater amount of tax money for the city. Single family homes would be much more aesthetically pleasing as we drive into the downtown area. Perhaps building homes would not be as profitable to this developer?

Since this developer appears to only be interested in building condominiums, why not refer him to a city that is planning to expand and wants to build multi family dwellings (Livonia?). Clearly, many, if not most, Plymouth residents are opposed to this type of development.

Marketing these condos as dwellings for aging citizens of Plymouth who want to downsize is not realistic unless there are no stairs or there are elevators in each unit. The recently built Saxton Lofts start at 1.3 million which is not affordable to most aging Plymouth residents!

Having attended past city commission meetings, we strongly believe that this development is not in the best interest of our city,

- economically (condo tax generation compared to luxury homes tax generation)
- ecologically (damaging the natural Tonquish creek area)
- aesthetically (observe other cities where condos have been built that come right up to the road)

Please consider the opinions of current tax payers, when you vote on this. We care deeply about preserving the integrity of our lovely city.

Thank you.

John and Kathy Collop

Bolhuis, Greta

From: Tom Doneth [REDACTED]
Sent: Thursday, March 27, 2025 8:18 AM
To: Group - Planning Commission
Subject: The Champion / Christian Science Church

No Vote for this proposal. This does nothing to benefit our city or existing citizens. We do not need the traffic on Sheridan Street or the High Density housing that close to downtown Plymouth.

Thomas Doneth
1442 Sheridan Street
Plymouth, MI 48170

Thomas J. Doneth, President/Founder
Office Installations, Inc.
6022 E. Executive Drive
Westland, Michigan 48185

[REDACTED]
Corporate Office Michigan- [REDACTED]
[REDACTED]
[REDACTED]

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OFFICE
INSTALLATIONS



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Bolhuis, Greta

From: Elizabeth Volaric [REDACTED]
Sent: Thursday, March 27, 2025 8:32 AM
To: Group - Planning Commission
Subject: Brookside Proposal

To the Commissioners,

With respect, I urge you, once again, to reject the Brookside Development and the PUD changes they are requesting.

As reminder, I grew up attending this church, my mother was a member during her lifetime, and I have fond memories of my time there. I have nothing against the church itself, but this request is not in the best interest of our community.

I have reviewed the latest changes the developers have submitted. Once again, these minor changes do not offset how bad this project is for our community.

Respectfully, this has gone on long enough. There is still no tangible public benefit that cannot be achieved in another more palatable way. The major benefit is to the church and more so to this developer, who has been relentless in trying to push this through .

The project is far too dense for the small space in our city and does not provide enough green space, regardless of how the developers are trying to pitch this.

To entertain this further is irresponsible at best. Again, I have the utmost respect and appreciation for the commissions who have shown that they are listening and care about the city its residents. It does appear however, that there are some individuals involved, including Sally Elmiger, whom, for whatever reason, have gone to extraordinary lengths to prolong this agony.

Please vote no and put this to bed, once and for all, so a better solution can be found for the community and for the church.

Kindly,
Elizabeth Volaric
216 N Holbrook St
Plymouth, Mi 48170

Sent from my iPad

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Bolhuis, Greta

From: Greg Jamison [REDACTED]
Sent: Friday, March 28, 2025 6:14 PM
To: Group - Planning Commission
Subject: Champion/Christian Science

No to the proposed plan for that property. As a 42 year long resident at 255 N. Harvey i think it absolutely does not fit.

Sent from my iPhone

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Bolhuis, Greta

From: Judy Carr [REDACTED]
Sent: Friday, March 28, 2025 10:36 AM
To: Group - Planning Commission
Subject: Christian Science Church

VOTE NO on this proposal. Builders are destroying Plymouth. In the last 10 years, houses have been built with minimal compliance to city laws. They are granted variances - which means extremely large, tall homes, privacy fences, and very little grass (sometimes only between the street and the sidewalk).

45 years ago I moved to a beautiful city where homes didn't all look the same. Architecture was unique and Plymouth was known as "The City of Homes". Today it could be called "The City of Condos".

I attended the meeting February 12. For more than 4 hours, tax paying residents objected to the Champion proposal. At 11:00 p.m., a committee spokeswoman tried to get members to vote Yes. Many residents feel it is a waste of our time to attend meetings, as the city does whatever it wants to, not valuing or really considering our input.

VOTE NO, May 9, 2025.

Judy Carr
507 Adams St.
Plymouth, MI 48170
[REDACTED]

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Bolhuis, Greta

From: Toni Nayback [REDACTED]
Sent: Sunday, March 30, 2025 4:17 PM
To: Group - Planning Commission
Subject: Please approve Brookside Development

Dear Commission Members,

I grew up in Plymouth and then two decades ago came back to raise my own family here. Plymouth offers a vibrant downtown and a church community close by for me and my family. I have been an active member of the First Church of Christ, Scientist, Plymouth congregation for over 25 years.

Our aging church properties and expansive land holdings have become outmoded liabilities financially and from a sustainability perspective, the proposed Brookside Village represents a brilliant plan to modernize our facilities in an eco-conscious manner while simultaneously uplifting Ann Arbor Trail's and Plymouth's aesthetics and livability. It offers a much improved visual presentation from what is currently there.

By clustering thoughtfully-designed housing stock alongside our new church home and Reading Room, we modestly increase residential density yet remain in character with the surrounding neighborhood. At the same time we reduce surface parking lots reflecting admirable environmental stewardship. Our new plan also reflects some added, managed public parking provided by the church.

This proposal allows my beloved spiritual community to remain rooted in downtown Plymouth with upgraded, efficient facilities tailored to our current size. Yet it accomplishes so much more by reactivating an underutilized property through inspired mixed-use development aligned with our township's recent master plans. Improved land use, housing availability, and pedestrian networks will only enhance Plymouth's vibrancy.

After many years of uncertainty surrounding our church's future home, I feel tremendously optimistic about this proposal. It encapsulates the delicate balance of celebrating our heritage while progressing towards an even brighter future of sustainability and civic engagement.

I humbly request the city's approval of this inspired plan.

Warm Regards,
Toni Nayback
9225 Elmhurst Ave. Plymouth

Sent from my iPhone

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Bolhuis, Greta

From: Patty Jamison [REDACTED]
Sent: Tuesday, April 1, 2025 12:01 PM
To: Group - Planning Commission
Subject: Christian Science Church - April 9

April 1, 2025

City of Plymouth Planning Commission:

RE: Do Not Support Christian Science Church Developer Property Sale

My name is Patty Jamison, 255 North Harvey - resident since July 23, 1982. First & foremost thank you for welcoming public comments prior to the April 9 Plymouth Planning Commission Meeting.

My decision and comments arrive after review of documents and emails from several sources, watching meetings, and walking the property myself over the weekend.

Historically, land use in the city such as Kellogg Park and fountain structure have engaged our community, and in the past two election cycles citizens were presented with Recreation Millage option to vote yes/no on current and future land use and playground equipment. Although this property is not Kellogg Park or City Parks, it holds current and future value supporting what will be the direction of our city and community.

The Christian Science Church Property sale is a planning commission decision, and from my view has opportunity features to our city and citizens that far exceed new construction by developer and a revenue stream. The location is superb - from lot size that could offer green space for gatherings and events, Tonquish Creek access, visitor parking, and ease in walking via cross walk on Harvey Street to businesses. To my knowledge this property is the last piece in the city that offers such current and future opportunity features.

Thank you and look forward to attending meeting.

Regards,
Patty Jamison
[REDACTED]

Bolhuis, Greta

From: Michael Pavan [REDACTED]
Sent: Tuesday, April 1, 2025 11:35 AM
To: Group - Planning Commission
Subject: Church project

For all the reasons previously mentioned we are not in favor of this development.
Thank you.

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Bolhuis, Greta

From: Brenda Krachenberg [REDACTED]
Sent: Tuesday, April 1, 2025 6:21 PM
To: Group - Planning Commission
Subject: Please approve Brookside Development

Dear Commission Members,

From the moment I moved to Plymouth six decades ago to raise my family, I felt blessed to reside in a warm, welcoming community that embodied small-town charm alongside a vibrant business district. I have been an active member of the First Church of Christ, Scientist, Plymouth congregation for over 25 years.

Our aging church properties and expansive land holdings have become outmoded liabilities financially and from a sustainability perspective, the proposed Brookside Village represents a brilliant plan to modernize our facilities in an eco-conscious manner while simultaneously uplifting Ann Arbor Trail's and Plymouth's aesthetics and livability.

By clustering thoughtfully-designed housing stock alongside our new church home and Reading Room, we modestly increase residential density yet remain in character with the surrounding neighborhood. At the same time we reduce surface parking lots reflecting admirable environmental stewardship. Our new plan also reflects some added, managed public parking provided by the church.

This proposal allows my beloved spiritual community to remain rooted in downtown Plymouth with upgraded, efficient facilities tailored to our current size. Yet it accomplishes so much more by reactivating an underutilized property through inspired mixed-use development aligned with our township's recent master plans. Improved land use, housing availability, and pedestrian networks will only enhance Plymouth's vibrancy.

After many years of uncertainty surrounding our church's future home, I feel tremendously optimistic about this proposal. It encapsulates the delicate balance of celebrating our heritage while progressing towards an even brighter future of sustainability and civic engagement.

I humbly request the city's approval of this inspired plan.

Warm Regards,

Brenda Krachenberg

655 McKinley, Plymouth

Brenda Krachenberg
[REDACTED]

Brenda Krachenberg
[REDACTED]

Bolhuis, Greta

From: Scott Silvers [REDACTED]
Sent: Thursday, April 3, 2025 9:23 AM
To: Group - Planning Commission
Subject: Planning commission April 9 2025 meeting

Hi all, I'll keep it short, but most of you know that I'm still unanimous that the Champion PUD remains entirely deficient in the realm of providing the requisite 'public goods'. It's the same 'ol song and dance with this developer....

Scott Silvers
Former PC vice chairperson

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Bolhuis, Greta

From: Meg Worcester [REDACTED]
Sent: Thursday, April 3, 2025 10:37 AM
To: Group - Planning Commission
Subject: Brookside Development

Dear City Commission,

Although I am a relative newcomer to the First Church of Christ, Scientist, Plymouth community, having started attending six years ago; I formally joined about three years ago. I've been profoundly moved by the church's vision for its property and future role in Plymouth's evolution.

As a church member, I'm writing today to voice my strong support for the proposed Brookside Village development. From an urban planning perspective, this seems to be exactly the kind of residential project the lovely city of Plymouth should embrace. It concentrates new housing in the downtown core, encourages walkability, enhances pedestrian infrastructure, and significantly upgrades an underutilized portion of Ann Arbor Trail. Well-designed townhomes gently increase density while seamlessly blending with traditional neighborhood character.

Ecologically, the plans make this unmistakable beautification makes Plymouth an even more attractive place to live and highlights the town's commitment to sustainability. Furthermore, the proposed new church facilities will serve as a lovely community anchor along Ann Arbor Trail. The Reading Room's street presence invites increased civic engagement, while energy efficient facilities ensure the church's future operational resiliency.

As both a spiritual community and prominent landowner, First Church has carefully crafted a proposal befitting Plymouth's unique character. This plan fosters responsible growth, greener living, financial resourcefulness, and continuous community involvement. For visitors and residents alike, it epitomizes the kind of forward-thinking development that will keep Plymouth vibrant for the next 120 years.

Respectfully, I urge you to approve this inspired vision to reinvigorate a key parcel of land in ways that elevate our entire city's trajectory. Plymouth's soul remains fortified through projects like this that honor our past while actively shaping our future.

Warm Regards,

Meg Worcester

****CAUTION:** This email originated from outside of your organization. Use caution when clicking on links or opening attachments. Contact the sender by phone to validate the contents.**

Dear Plymouth City Commission,

March 30, 2025

I have been active members/attendees of the First Church of Christ, Scientist in Plymouth for over 3 years. This church community has been a bedrock for me, providing spiritual guidance and fellowship I cherish deeply.

We are keenly aware that our aging buildings and expansive property no longer suit the needs of our membership. The high maintenance costs and inefficient use of space have become a significant burden. That is why we wholeheartedly support the proposed Brookside Village development.

This plan allows our beloved church to remain in Plymouth with a new, right-sized facility that is modern, energy-efficient and includes a Reading Room easily accessible to the public. Meanwhile, complementary townhomes and single-family residences on the same property provide much-needed housing options that blend seamlessly with the surrounding neighborhood. We welcome improvements that enhance Plymouth's natural beauty and bring more business into town.

After many years of searching for a viable solution, we truly believe this proposal achieves a win-win for our church and for the city we love.

Please approve this project so we can continue our church's 120-year legacy in Plymouth in a sustainable, community-minded way. Our future, and Plymouth's future, depends on reasoned development like this.

Sincerely,

Mattie Green

March 31, 2025

Dear Plymouth City Commission members,

Please approve the Brookside Village PUD!

Over 43 years, I've called the First Church of Christ, Scientist, Plymouth, my church home. When I moved to the area in _____ this community welcomed me and has been a place of worship for me, my family and others who have become an extended family.

Undoubtedly, our aging facilities have become outmoded for current needs. Escalating maintenance costs necessitate a new, cost-effective model for the future of our church. After years on the market, we had no success selling our property to developers with plans that made sense. We finally have a buyer who has worked diligently to provide a sensible plan that meets our needs and benefits the City too!

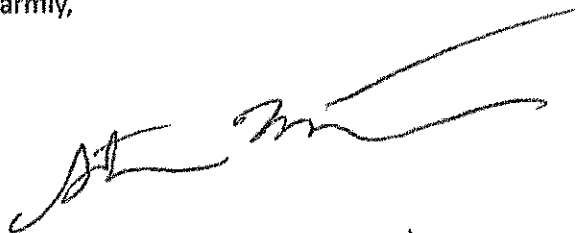
By making productive use of excess land, we reinvest in our church in a way that benefits the wider neighborhood. Our new, improved smaller Church and Reading Room (which is like a bookstore), beautiful new housing, enhanced and better stewardship of Tonquish Creek and trail, make this a true win for Plymouth.

We desire to stay in the City on the property we love and own. We want to stay rooted in this community while contributing to a plan that will benefit it at the same time. This development proposal does just that. We remain an integral part of Plymouth's identity by providing concentrated housing for future generations near the downtown core with walking access to businesses.

I have complete faith this proposal honors our church's past while allowing us to move into the future. After 120 years of ministry in Plymouth, help us embrace this new path to ensuring 120 more years of service ahead.

Please approve Brookside Village PUD!

Warmly,

A handwritten signature in black ink, appearing to read 'Steven Montgomery', with a long, sweeping horizontal line extending to the right.

(Steven Montgomery)

March 31, 2025

Dear Plymouth City Commission members,

Please approve the Brookside Village PUD!

Over 30 years, I've called the First Church of Christ, Scientist, Plymouth, my church home. When I moved to the area in 2005 this community welcomed me and has been a place of worship for me, my family and others who have become an extended family.

Undoubtedly, our aging facilities have become outmoded for current needs. Escalating maintenance costs necessitate a new, cost-effective model for the future of our church. After years on the market, we had no success selling our property to developers with plans that made sense. We finally have a buyer who has worked diligently to provide a sensible plan that meets our needs and benefits the City too!

By making productive use of excess land, we reinvest in our church in a way that benefits the wider neighborhood. Our new, improved smaller Church and Reading Room (which is like a bookstore), beautiful new housing, enhanced and better stewardship of Tonquish Creek and trail, make this a true win for Plymouth.

We desire to stay in the City on the property we love and own. We want to stay rooted in this community while contributing to a plan that will benefit it at the same time. This development proposal does just that. We remain an integral part of Plymouth's identity by providing concentrated housing for future generations near the downtown core with walking access to businesses.

I have complete faith this proposal honors our church's past while allowing us to move into the future. After 120 years of ministry in Plymouth, help us embrace this new path to ensuring 120 more years of service ahead.

Please approve Brookside Village PUD!

Warmly,

Maureen Van Buhler

Dear Planning Commission Members,

March 30, 2025

I am a member of the First Church of Christ, Scientist, Plymouth since 1995. I have been watching/participating in the Planning Commission meetings and am writing to encourage you to support the Brookside PUD the church and its developers are proposing.

I want to thank you all for your hard, diligent work on this and respect your decision-making job. My compliments especially to your new Chair (Hollie Saraswat), who ran the February meeting in an unbiased and focused way. Kudos to her for staying the course!

We have all heard how the group of vocal neighbors in the immediate vicinity close to our property do not want this project. All the neighbors' roadblocks and comments show many of them simply have their own agenda and don't respect the motives of our congregation and the flexibility we have exhibited in finding a workable solution.

I encourage you to carefully consider this PUD and understand that it will be good for the whole community. Plymouth is a city always promoting itself and its businesses...with events and constant "happenings"—that are great for the City's growth mentality! This PUD would give more citizens a new alternative for housing—a place to live close to all they would need and want in downtown—to support those events and businesses. We have spoken to several people already who are looking forward to possibly purchasing a unit!

The plans include a beautiful, small church and housing for 20 units (3 houses and 17 townhomes), better underground water retention and an updated look and feel to a small portion of the City and creek behind it. The townhomes will be seen from Ann Arbor Trail! This PUD would improve this property for the next 75-100 years.

I urge you to vote for this PUD—a great addition to and renovation of the parcel of land leading into the City of Plymouth.

Thank you for your consideration,

Leslie Evans, Member, First Church of Christ, Scientist, Plymouth

Bolhuis, Greta

From: T.M. Doran [REDACTED]
Sent: Monday, March 31, 2025 9:41 AM
To: Group - Planning Commission
Subject: April 9 PC meeting, Brookside PUD, Public Comment
Attachments: Brookside proposal April 9, 2025 PC meeting.docx

I intend to present this Public Comment via Zoom on April 9.

Dear Planning Commissioners,

Tom Doran, 1191 Sheridan, practicing infrastructure engineer over 35 years, licensed engineer 7 states. For the City of Plymouth to make the best possible decision about the proposed Brookside development PUD, accuracy of the developer's submittal is essential.

The developer asserts "an insignificant change in traffic volumes to the area... the traffic from the project will not be noticeable." Twenty new homes packed into this small area, along with visitors, daily contractors and service workers, goes against this, especially during peak periods. Everyone knows the traffic from the proposed project will be *noticeable*, we just don't know the magnitude because the developer continues to assert in Public Benefit 8 that the project will "Provide significant net traffic reduction—Permanently." A statement based on a new hypothetical big church being built on the property, which everyone knows is an unrealistic scenario. Furthermore, the fact that the developer is finally closing off access to Brookside from Joel Street except for emergency vehicles (a welcome safety revision to their proposal) is tacit acknowledgement that traffic/safety would be aggravated by direct access to and from the Sheridan-Joel neighborhood. The City deserves honest acknowledgement that traffic will be affected and the impact in comparison with the status quo condition so that mitigation measures, if necessary, can be explored.

PUD Benefit 5 identifies "Additional Parking Availability." This should not be included as a public benefit unless the developer makes a firm commitment with a minimum number of spaces, a commitment binding on future HOAs. The developer/Church have no obligation to provide parking for Tonquish Creek Manor or visitors unconnected to the Brookside development but the City deserves to know the full impact of the development on parking in the area which, to date, remains gray because the developer is unwilling to make that firm commitment.

These same concerns have been raised repeatedly. Traffic and parking are connected to safety, quality of life, and property values. The City should understand as much of the full impact of this high-impact project as possible before making a decision.

Sincerely,

A black rectangular redaction mark covering the signature of Tom Doran.

Tom Doran

1191 Sheridan

Fellow, Engineering Society of Detroit

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Bolhuis, Greta

From: Barry Nayback [REDACTED]
Sent: Monday, March 31, 2025 10:21 AM
To: Group - Planning Commission
Subject: Redevelop First Church of Christ, Scientist

Dear City of Plymouth Planning Commission,

I am a city resident, a concerned resident of this area. I have known many people in this church over the years and fully support what they are trying to accomplish. I think it will be a huge blessing to the City.

I applaud the plans to redevelop the existing First Church of Christ, Scientist, Plymouth property located at 1100 W. Ann Arbor Trail into a new mixed-use development containing a new, smaller church and Reading Room building for the Plymouth community. The 21 new Townhome residences and 3 stand-alone single family homes along Ann Arbor Trail set in a nicely landscaped courtyard/village style setting sound like a great new solution for the site.

The overall project being proposed has many benefits for Plymouth including:

Allowing a 120+ year old church community who have been good citizens to stay in Plymouth.

The proposed 3 homes along Ann Arbor Trail will blend in perfectly with the neighborhood. We know some surrounding neighbors feel that only some big foot homes should go onto this land and have been quite vocal and organized about protesting this development. Where were they for the past 17 years we have been trying to sell the property? They are too late and come out only because they want to advocate for their limited view.

Providing this improved connection will help Plymouth City businesses and lessen driving around town.

An ECOLOGICAL REVITALIZATION and clean-up of the Tonquish Creek bank along the property will really improve the appearance of this area. This is right to do for the environment and Creek.

The concern about traffic from 24 (total) new residences and a new small church will be much less than the potential traffic from a large church use or any other similar uses. Residents from this development will walk downtown rather than drive.

Conversion of a mostly tax-exempt property to an increased tax-producing property will help us all.

As we see this property on a daily basis, we feel that replacement of the existing church structure with a new, smaller Church structure would be a very positive upgrade. The complimentary quaint townhomes + 3 streetside homes set in a village/courtyard setting is a perfect companion to the new Church and Reading Room community. The proposed designs fit in well with the neighborhood and we would welcome new residents in this area so close to Downtown Plymouth. The traffic coming from this property will be less than what a fully-functioning larger church operation would produce (like the current church could sell to).

I strongly support this project and hope that the City will provide approval for it.

Regards,

Barry Nayback
898 Arthur, Plymouth



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Barry Nayback

****CAUTION:**This email originated from outside of your organization. Use caution when clicking on links or opening attachments. Contact the sender by phone to validate the contents.**

My name is Judy Sarns and I live in Livonia. I have attended the First Church of Christ Scientist, Plymouth for many years along with my late husband, mother. I find this church community to be a group of caring, dedicated and loving people who possess high integrity. I became a member of this church 5 years ago and have enjoyed teaching Sunday School, performing the job of Head Usher and also am currently on the Board of Directors. I love driving into the city of Plymouth to attend church meetings and often suggest to my friends that we meet at one of the many restaurants in this city or attend a movie at the iconic Penn Theater. I have a great fondness for this charming town and thus appreciate the feelings of the many neighbors of our church building who have expressed their disapproval over the proposed development that we have been planning.

Our church has been on Ann Arbor Trail for almost 7 decades and we love our location. We have been a presence in Plymouth for 127 years. However, our church building is getting old which means that many items need repairing or replacing - such as the roof, boilers, plumbing, etc. After much prayer, we decided that a right solution for us would be to sell approximately 2/3 of our property and build a smaller, more efficient church on the remaining portion of our land. Our developers have come up continually with many ideas and re-thinking and re-planning after each of the many Planning Commission meetings we have attended. Every time a concern was raised by the neighbors, changes were made in the original plan to accommodate these concerns. The traffic situation always seems to be mentioned. I myself have been in the almost unmoving traffic on Ann Arbor Trail, during school starting and ending times. A Traffic Study came back with the resulting evidence that yes it is bad, and will continue to be so - even if 20 new dwellings are constructed but not by that much. If we don't build - you still will have high traffic periods mainly during school times.

Some neighbors were unhappy about the change of scenery from their front or backyards - especially neighbors to the north of us - so our

developer has drawn up a plan to plant many evergreen trees providing a beautiful scenic view. I looked at the rendering of the last proposal of what Ann Arbor Trail would look like and was extremely pleased. It looked like it would be a perfect fit.

If we are not given permission to rebuild on our property, sometime in the near future, we probably would have to sell. Who knows what the new owners of this property would want to build? The new developers might not be as considerate of the neighbors concerns as our developers have been.

Please allow us to go ahead with this latest plan!

Sincerely,

Judy Sarns

Bolhuis, Greta

From: Scott Lorenz [REDACTED]
Sent: Thursday, April 3, 2025 8:14 AM
To: Group - Planning Commission
Subject: Please Vote NO on the Champion Project at Christian Science Church Property... Listen to the people

Planning Commission Members:

The proposed Champion Project is one of the worst ideas that has come before the Planning Commission in the 46 years I've lived in the City of Plymouth. You've heard the reasons from the Tax Paying Citizens of this community. The Tax Paying Citizens like you, are the people you represent, not the developer. We owe the developer nothing other than a fair assessment. We've done that.

The developers must fit OUR Community standards and NOT what THEY want to jam down our throats. ***I urge you to VOTE NO on this proposal.***

I've compiled some of the comments from people who spoke at the February meeting who were opposed to this project. ***Listen to their opposition to this project. Listen to the people.***

1. **Ron Piccard:** "I personally would recommend that you vote on it and deny it. This is the fourth time, and it's more dangerous than the last one." - 1373 Sheridan
2. **Mike Mountain:** "I vote a resounding 'no'. The new project has inconsistencies and took too long to be presented." - 1211 Sheridan
3. **Denise Farner:** "I hope that you consider to deny this very bad idea. Traffic and parking will be a mess, and the church's financial gain is unclear." - 1428 Sheridan Street
4. **Jeffrey Long:** "I oppose. The density is incredibly high, and the public benefits cited do not justify the deviations in the plan." - 690 Forest
5. **Sam Barresi:** "As a former principal at Bird school, approving this rezoning request will further endanger the lives of our students. Traffic conditions and congestion are already problematic." - 533 Herald Street
6. **Michelle Dillon:** "I am definitely opposed to this program. The charm and character of the street will be lost, and traffic will increase." - 1328 West Ann Arbor Trail
7. **Megan Covino:** "This development will create significant traffic and dangerous situations that contravene your mission to guide development in a manner that promotes safety and general welfare of the citizens of Plymouth" - 1347 W. Ann Arbor Trail
8. **Karen Sisolak:** "I did not and I do not support this project is, I don't believe it meets the requirements for the PUD." 939 Penniman Ave.
9. **Elizabeth Mauer-Valeric:** "I grew up attending the Christian Science Church. While I empathize with the church's predicament, I do not believe this ill-suited project is in the best interest of the community overall."
10. **Nick Pagan:** "I propose some changes to the blueprints. The current plan will negatively impact my property with parking and building proximity." - 1156 West Ann Arbor Trail
11. **Karen Petroso:** "Please, please, think of the citizens that right now are living in downtown Plymouth and vote no. Traffic and property values will be severely affected." - 1456 West Ann Arbor Trail
12. **Dan Higgins:** "Our concern is more being on Penniman that there's natural trees, healthy trees there. There's one tree that's been here longer than any of us." -959 Penniman
13. **Katherin Humphrey:** "I have great concerns about it, and that is the effect on Tonquish Creek. The developer said they wanted to restore the creek to its native state. It's native right now." - 1424 West Ann Arbor

14. **David Szari:** "I think the church has to reconsider the fair market value for that and what we can do with that. Lower-density development would be better." - 1107 West Ann Arbor Trail
15. **Jeffrey Cuthbertson:** "This project fails on its face. It does not meet the criteria for PUD ordinance and will negatively impact surrounding properties. The app. [REDACTED] as not demonstrated, met their burden that this is not an attempt to circumvent the strict application zoning standards." - Attorney for several residents
16. **Karen Jallo:** "The traffic will endanger them, and it will harm their mobility, and steal their peace. The area is already congested and unsafe." - 505 McKinley
17. **Jane Libbing:** "The thought that the building would come way back to the back of it is terrifying. The natural look of the area will be lost." - 979 Penniman
18. **Kathryn Dudley:** "I oppose this project. The community already has enough multi-family housing units, and the church's benefit is not a public benefit." - 1107 West Ann Arbor Trail
19. **Amy Angel:** "I strongly oppose this project. The traffic on Penniman will increase, and the natural habitat will be disrupted." - 1011 Penniman
20. **David Pierce:** "I want that property redeveloped. But I think that this is the wrong project for Plymouth. It does not meet the requirements of the statute." - 1147 West Ann Arbor Trail
21. **Julie Nelson:** "I was opposed to it then, and I'm opposed to it now. The project does not fit with the neighborhood and will increase traffic." - 1464 West Ann Arbor Trail
22. **Scott Lorenz:** "Please vote no. there's no reason to vote yes. The project is not the right idea and will negatively impact the community." - 1310 Maple Street
23. **Alan Ardinowsky:** "Please vote no on the PUD. The increased traffic will make turning onto Ann Arbor Trail even more difficult and unsafe." - 1120 Maple Street
24. **Charlie Gabber:** "I live the nightmare of the town homes on Lilley. The increased density will worsen traffic and reduce the town's charm. The church should go to the Knights of Columbus and work out a contract." - 305 Hartsough
25. **Courtney Magnus:** "I share many of the concerns that have already been voiced here this evening. The project fails to demonstrate significant public benefit." - 1147 West Ann Arbor Trail

The following Plymouth CITY Taxpayers Oppose the Champion PUD

Win & Susan Schrader

1345 Park Place

Jake & Sabrina Livermore

1113 W Ann Arbor Trail

(directly across from church)

Chris & Melissa Hutchinson

1299 W Ann Arbor Trail

Elizabeth Maurer Volaric

216 N Holbrook

Bill & Stephanie Fraser

451 Jener

David & Jan Brandon

615 McKinley

Steve & Renee Alexandrowski

1470 Woodland Place

Steve & Lori Vlahakis

1227 W Ann Arbor Trail

Oliver Boata

Jeff & Nicole Wassell

1302 Maple St

Ron & Julie Shmyr

1312 Maple St

Scott & Yvonne Lorenz

1310 Maple St

Hank & Karen Jallo

505 McKinley St

David & Kathryn Szary

1107 W Ann Arbor Trail

(directly across from church)

Bob Bake

1303 Park Place

Dave & Sharon Rucinski

1392 Maple St

Joe Tebben

1471 Linden St

Lanette & Tom Robinson

Rich Godfrey

999 Penniman Ave

Breanna Long

796 Ann St

Beth Borys

1396 Sheridan St

Cathy Timmers

1429 Sheridan St

Denise Varner

1428 Sheridan St

Elaine Attridge/Paul Schantz

1192 W Ann Arbor Trl

Jane Libbing

979 Penniman Ave

Jeff & Mary Singer

1246 W Ann Arbor Trail

Joann Samuels

1372 Sheridan St

1437 Maple St
Elizabeth McKenna/Ronald Longhofer
974 Penniman Ave
Samuel Barresi
533 Herald St
Chris & Amy Georvassilis
1217 W Ann Arbor Trail
Cindy Watts
1395 Elm St
David Pierce/Courtney Mangus
1147 W Ann Arbor Trail
(directly across from church)
Barry E Simescu
1375 William
Joe Valenti
1350 Woodland Place
Mike Mountain
1211 Sheridan St
Alan Ardanowski
1120 Maple St

1260 Dewey St
Susan Heimbaugh/Jeff Brown
548 Kellogg
Ron & Sheryl Picard
1373 Sheridan St
Lee Jasinski
1380 Maple St
Lisa Grutza
959 Penniman Ave
(owns vacant lot on Penniman)
Carrie Bake
808 Penniman Ave
Nick Haratsaris
656 S Evergreen
Cindy McLaren Hartsig
2829 Golf Club Rd, Howell
(former resident)
Karen Sisolak
939 Penniman Ave
Dave & Janet Sibbold
1351 Woodland Place

Julie Nelson
1464 W Ann Arbor Trail
Karen & Susan Patrosso
1456 W Ann Arbor Trail
Matt Krawczak
1320 W Ann Arbor Trail
Nick Jallo
1227 Maple St
Nick Pagan
1156 W Ann Arbor Trail
Patricia Gatto
1316 Sheridan St
Rachel Rutter
1348 Sheridan St
Sue Bailey
1160 Sheridan St
Tom & Sherry Doran
1191 Sheridan St
Dominic Maltese
412 North Main Street
And many more.....

**** Here are few of the people who have been added SINCE the above was first published****

Breann Shrock-Kueber
Adam Karoub
1261 Sheridan St

Jim Johnson
1325 Sheridan

Pennie Singer
Leena Hamilton
1455 Sheridan

Phil and Helen Fischer
265 N. Evergreen

Jenn and Michael Pavan
1348 Maple Street

Patty & Gregg Jamison
255 N. Harvey

The bottom line: The only people for this project are the developers and the Christian Science Church Members and a few people not impacted by this project.

I urge you to vote NO... *Listen to the people.*

Scott Lorenz

From: Kathryn Dudley [REDACTED]
Sent: Thursday, April 3, 2025 8:26 AM
To: Group - Planning Commission
Subject: Formal Objection & Concerns Regarding Proposed PUD – Tonquish Creek Development

Dear Members of the City Planning Commission,

I appreciate you all very much! This has been a long process – the importance of making a decision that makes sense for the overall community is a heavy task. I have met many of the folks at the Church and enjoy them. Very nice people. I am not against the Church at all, and my heart goes out to everyone around this proposal.

After reading through the latest proposal from Champion I still have so many concerns.

My Husband and I are writing to formally object to the proposed **Planned Unit Development (PUD)** along Tonquish Creek, as outlined in the project submitted by Champion Developers. While the proposal highlights new Creekside Parks, lighting, and trails, there are significant unanswered questions regarding long-term maintenance, environmental impact, and community support.

1. Strong Community Opposition

The majority of residents along Tonquish Creek and throughout the city **do not support this proposal**. There has been **no demonstrated demand** for the proposed enhancements, and in fact, many residents have expressed concerns about increased public access, maintenance, and disruption to the existing character of the area.

2. No Plan for Ongoing Maintenance

Please consider the following:

- **What has been the budget allocation for maintaining the creek over the past five years?** What was planned versus what was actually spent?
- **If this proposal is approved, what is the allocated budget for maintaining these improvements?** Will it place an additional financial burden on taxpayers?
- **Who will be responsible for maintaining the new trail?** Maintaining a trail through a floodway requires careful planning to prevent erosion, structural damage, and environmental impacts.
 - Who is responsible to inspect after heavy rains/floods for debris, erosion, or surface damage?
 - Who is to remove invasive species and encourage deep-root native plants? Just initial plantings will not be enough.
 - Who is to trim overhanging branches?
- **Will this trail be an additional liability for the city? What if someone falls if the trail is not properly maintained?**
- **Who will be responsible for maintaining the new infrastructure?**
 - Who repairs damaged benches and broken light poles?

- Is there an existing committee overseeing maintenance, or will a new one need to be created?
- **Is there a secured budget in place for ongoing upkeep?** Or will the project be implemented without long-term financial planning?

If these questions cannot be clearly answered, this project should not move forward until a transparent and accountable maintenance plan is established.

3. Environmental and Ecological Concerns

Tonquish Creek is a natural asset that should be protected, not overdeveloped. Adding artificial lighting, increased foot traffic, and construction could:

- Disrupt wildlife habitats and nesting areas.
- Increase littering and pollution along the creek.
- Impact water quality through additional runoff, despite the use of pervious materials.

Without a comprehensive **environmental impact study**, approving this project could have unintended consequences.

4. Loss of Privacy and Increased Security Risks

The proposed parks, benches, and lighting near residential areas raise concerns about:

- **Encroachment on homeowners' privacy.**
- **Light pollution affecting nearby homes.**
- **Potential for loitering, vandalism, or increased crime.**

If the city cannot guarantee increased security patrols or enforcement of park rules, this project may create more problems than benefits for current residents.

5. Questioning the "Public Benefit"

The proposal claims to offer a **"true enhanced Public Benefit"**, yet:

- The **residents most impacted do not support it.**
- There has been **no independent survey or community vote** confirming demand.
- If the primary beneficiaries are **developers and outside visitors**, rather than the existing community, is this truly a public benefit?

6. Traffic, Parking, and Safety Concerns

- Will increased foot traffic cause congestion or safety hazards near **McKinley and Harvey Streets?**
- **Suggest a traffic impact study** to assess potential problems from our own hired Firm vs the developers?
- Will **local law enforcement need additional resources** to monitor and patrol these new public areas?

7. Alternative Solutions

Instead of approving this project as proposed, I encourage the City to:

- **Improve existing green spaces** instead of disrupting a natural creekside environment.
- **Ensure maintenance and budget details are fully transparent**
- **Gather more community input** to determine whether residents actually want these changes.

We urge the City Planning Commission to **reject this PUD proposal** until these critical questions are fully addressed. Development should align with the priorities of the residents—not just the interests of a builder.

Thank you for your time and consideration.

Kathryn and David Szary

1107 W. Ann Arbor Trail

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Bolhuis, Greta

From: David Pierce [REDACTED]
Sent: Thursday, April 3, 2025 9:42 PM
To: Group - Planning Commission
Subject: Vote no on the Champion PUD

Dear Commissioners,

You must vote no on the Champion project because it does not meet the legal requirements of a PUD. The net public benefit is simply not there: it is not clear, it is not material, and it is not the only way.

There are many ways to see that this is true. One is by listening to the hue and cry of the citizens. These same people reflexively support developments (including PUDs) where there is a clear and material public benefit.

A second way is by looking at the individual public benefits the developer claims are clear, material, and only achievable with this project. Some of the claimed items enumerated by the developer are, insultingly, purely private benefits (a privately owned and managed parking lot can in no way be considered a public benefit). There are issues with almost every benefit they claim; however, I want to look more closely at their specific claim about traffic reduction.

The traffic burden on Ann Arbor Trail has been a concern of many citizens. The developer asserts that the project will "Provide **significant** net traffic reduction—Permanently." Elsewhere they assert that there will be "an **insignificant** change in traffic volumes to the area." How can the impact on traffic be both significant AND insignificant? The developer's claims are contradictory; both things cannot be true. This is an indication that something is wrong.

Let's imagine (only for a moment) that there will be a reduction. The PUD requires that the proposal be the **ONLY** reasonable way to achieve this result. However, that is simply not true in this case. Because the Church is grandfathered into their existing zoning, *any* proposal that removes the existing church that is consistent with existing zoning would result in the same (or more) traffic reduction. As you know, the Plymouth ordinance requires 3 acres to place a church; the site in question is less than 2-1/2 acres and could never be built today under the current zoning. This also means *any* new church would require additional zoning exceptions.

Finally, let's also take seriously that the trip study, which looks at aggregate monthly trip counts and does some simple math, is not really an adequate way to understand the traffic. I spoke to a person who wrote one of their prior trip analyses, he told me that "it is more art than science." To this end, I leave you with a common sight from my house. This was taken around 3:30 on Thursday, April 3rd, but it could have been taken *any* afternoon. It shows cars backed up past the church, past Jener, and past the Pagan's house.

This project is not right for Plymouth. We can do better. You should vote against the Champion proposal.

Sincerely,

David Pierce



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April 3, 2025

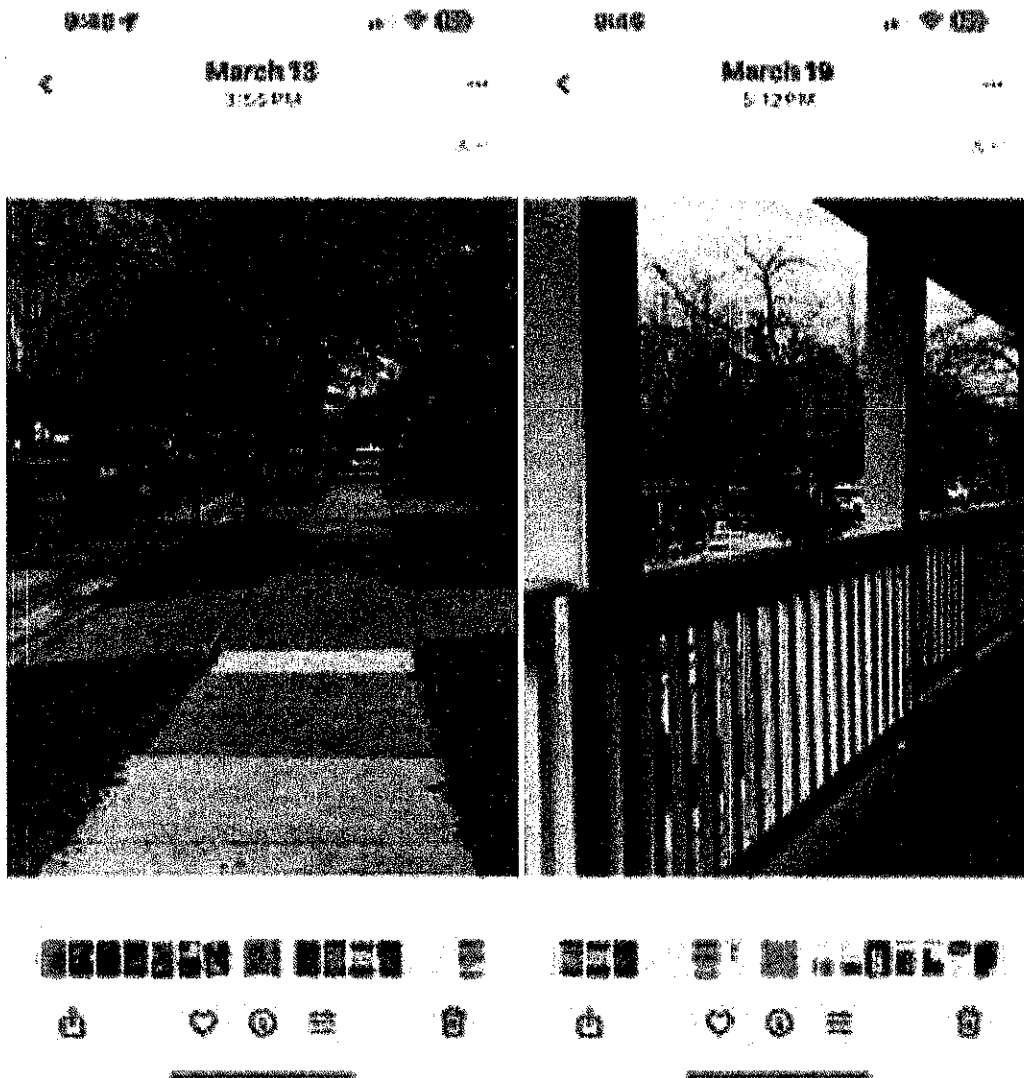
Dear City of Plymouth Planning Commissioners and City Commissioners:

I am writing in opposition of the proposed Brookside Village development on the Christian Scientist Church property. I sat through the excruciatingly long planning meeting in February and witnessed City residents lining up stating their opposition to this project. Once again, the **ONLY** people that spoke in support of the project were persons that do not live in this area, nor are they City residents. City of Plymouth residents have overwhelmingly opposed this project from the beginning. The August 9, 2023 meeting documented residents opposed and living within a five block radius: 16 letters and 22 speakers. At the February 12, 2025 meeting, 20 letters of opposition as well as 28 residents speaking in opposition were recorded. Support for the project comes from out of town residents/church members and a handful of form letters from their realtor. This information all comes directly from the City's archive of meeting minutes. City residents, specifically persons living in the nearby area, are opposing this proposed development for the fifth time. The only people benefiting from this project are Champion Development and non-resident church members. **This project should be held to the same building guidelines that any new church coming into the area is required to follow, regardless of previous tenancy.** I was disturbed to see Sally Elmiger was very leading in favor of Champion when discussing the project after community comments rather than being an impartial mediator. Thank you to the Commissioners that recognized her actions. My impression is that she is working closely with Champion, as evidenced by the multiple side bars with their management throughout the meeting. This project does not benefit our residents in any way. Brookside Village is a prime example of community overdevelopment. Think of what's going on in the City of Northville: both Northville and Plymouth are losing their charm rapidly due to large developers. The community benefits touted by Champion do not positively impact our area residents, regardless of how prettily they may be presented. The latest proposal includes tree installation to placate Penniman residents that don't wish to see this development (Incidentally, the Thuja Green Giants will look amazing when they grow to their optimum height of 60' tall over towering everything around them!)

Champions fix to mollify Sheridan Street residents is to close off the access drive at the intersection of Joel and Sheridan forcing all traffic in/out of the Ann Arbor Trail driveway. At the same time, they offer additional parking to area residents as a 'plus'. How will the residents access this parking perk? Will there be an additional drive access into the Tonquish Creek Manor parking lot? If so, all that is doing is re-routing the traffic through the parking lot onto Sheridan. A grass 'emergency' driveway will not deter people from using the driveway as an exit unless it has cement blocks or a gate in place.

Champion Development, in the past as well as in this presentation, is telling you that Brookside will not impact traffic at all. City residents that live in the immediate area are telling you 'yes, it absolutely will' as well as the City Engineer, Wade Trim. Wade Trim states **ONE** of the reasons that they do not recommend the project is due to Ann Arbor Trail not being wide enough at the driveway as people turning left into the property will impede traffic flow as the road is not wide enough. Champions traffic 'Trip Generation Analysis' says that won't happen; while their expert shows it works on paper it does **NOT** in real life. Traffic backs up at this intersection throughout the day. Following are pictures I took as evidence of such backups, different times and dates, from our driveway and front porch. We live at 1217 Ann Arbor Trail, across the street from the Joel R intersection. In both pictures the church property is on the immediate left side of the screen, the vehicles are backed up from the Harvey/Ann Arbor Trail intersection. These are just two of the pictures I have documenting and supporting Wade Trim's professional opinions (as opposed to the Champion's invested traffic expert's opinion). **Wade Trim is not involved in this project in any way and is an impartial expert. Please take all of their reports fully into account when reviewing this project, yet again, as they are an unbiased expert and have nothing to gain as opposed to Champion's expert.**

This scenario happens throughout the day, every day on W Ann Arbor Trail. I'm sure Champion will once again be given the resident's written concerns prior to the meeting on April 9th so they have a heads up of the opposition they will encounter at the meeting so please take this into consideration when listening to rebuttal. This is our daily reality, not an exercise on paper.



Brookside Village is an overdevelopment of this property. There is very little green, the buildings are modern in comparison to surrounding homes and the offered 'benefits' are not important to our neighborhood. The Tonquish Creek nature trail is no longer natural with a concrete path running through it; leave nature as it is! This PUD would be perfect if it was on Mill Street much like the Pulte townhomes but it does not belong in the middle of the neighborhood. Please consider what City residents are telling you when reviewing Champion's presentation. Would you want to look at this across the street from your home? When you enter/exit your driveway do you wait for traffic flow like this? This doesn't even take into account the entitled speeders! What does the City and the residents get as a benefit for the church staying at this location? High end condos with elevators and no green space are not the answer. The Maple Street development still has units for sale for those wishing to live in such a situation. Champion's 'Visual Common Sense' statement (no. 4, from their latest cover letter/proposal) is an insult to our community and those in our neighborhood...common sense recognizes overdevelopment for profit.

Sincerely,

Amy Georvassilis, 1217 W Ann Arbor Trail