MARION TOWNSHIP PLANNING COMMISSION AGENDA

REGULAR MEETING

Due to COVID-19 considerations and consistent with State Policy: The Township Planning Commission will meet in person June 22, 2021 at 7:30 pm

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INTRODUCTION OF MEMBERS:

Correspondence and Updates and Discussion:

CALL TO THE PUBLIC:

ADJOURNMENT:

However, there will be virtual access
Instructions to participate in the meeting are posted on www.mariontownship.com

APPROVAL OF AGENDA FOR:	June 22, 2021 Regular Meeting
APPROVAL OF MINUTES FROM:	May 25, 2021 Regular Meeting
CALL TO THE PUBLIC:	
PUBLIC HEARING: none New BUSINESS: 1 Review PUD#01-20 Tamarack Pl 2 Discuss Animal Control handout	ace (Sunridge III) FINAL Site Plan. and Hobby Kennel (bring back)
Old BUSINESS: 1) Master Plan	



Approved by:	
	Larry Grunn, Chairperson

Date: _____

MARION TOWNSHIP PLANNING COMMISSION IN-PERSON / VIRTUAL MEETING MINUTES MAY 25, 2021 / 7:30PM

MEMBERS PRESENT:

LARRY GRUNN - CHAIRPERSON (In-Person)

JAMES ANDERSON – VICE CHAIR (In-Person)
CHERYL RANGE – SECRETARY (In-Person)

BOB HANVEY – (In-Person)

BRUCE POWELSON - (In-Person)

OTHERS PRESENT:

DAVE HAMANN – ZONING ADMINISTRATOR (In-Person)

MEMBERS ABSENT:

NONE

CALL TO ORDER:

Larry Grunn called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

APPROVAL OF APRIL 27, 2021 PLANNING COMMISSION MEETING AGENDA

Jim Anderson made a motion to approve the agenda for the May 25, 2021 Planning Commission meeting. Bruce Powelson seconded. **MOTION CARRIED**

APPROVAL OF MAY 25, 2021 PLANNING COMMISSION MEETING MINUTES

Jim Anderson made a motion to approve the April 27, 2021 Planning Commission meeting minutes, as presented. Bruce Powelson seconded. **MOTION CARRIED**

CALL TO THE PUBLIC:

NONE

PUBLIC HEARING:

NONE

NEW BUSINESS

1. PR# 01-21 RAY WARD'S EXTENSION OF JESSE DRIVE UNDER SHARED DRIVEWAY DEVELOPMENT STANDARDS

Ray Ward discussed all the changes that were made to his updated site plan. He reviewed the letter from *Carlisle Wortman* and *Spicer's Group*.

SPICER'S GROUP RECOMMENDATIONS:

- 1) The well and septic for the new lots will need to be reviewed by the Livingston County Health Department.
- 2) Include legal description.
- 3) Plans need a professional seal.
- 4) Determine extents of clearing.

- 5) Include cross section and centerline profile.
- 6) Correct frontage measurements and ensure that the existing driveway is within the proposed parcel.

Dave Hamann suggested holding off on recommending approval, until we see a revised/updated site plan.

Cheryl Range made a motion to table discussion on PR# 01-21 Ray Ward-Jesse Drive Extension until the June 22 Planning Commission meeting so Ray Ward can bring a revised site plan back for review. Bruce Powelson seconded. **MOTION CARRIED**

OLD BUSINESS

1. REVIEW SPR#02-20 VERN BROCKWAY 1388 LUCY ROAD FINAL SITE PLAN

Allan Pruss is with *Monument Engineering*, and is working with Vern Brockway on his 1388 Lucy Road project. Allan is requesting final approval for the 1388 Lucy Road site plan. He has already requested a few variances from the ZBA and received approval for all of them.

Larry Grunn asked about the trees on the south side of the road.

Allan explained that new trees and landscaping were planted on the south side of the retention basin.

Larry Grunn also asked about the location of the septic tank.

Allan explained that the septic tank was moved and is now located underneath the parking lot, which was approved by the Health Department.

Cheryl Range motioned to recommend approval of SPR# 02-20 Vern Brockway-1388 Lucy Road to the Board of Trustees. Larry Grunn seconded. **MOTION CARRIED**

CORRESPONDENCE AND UPDATES AND DISCUSSION

• MASTER PLAN UPDATE

John Enos (Planner from *Carlisle Wortman.*) was not present for the Planning Commission meeting and the Commissioners did not receive an updated Master Plan with their packet.

Dave Hamann stated that he has not yet received an updated Master Plan from John but did receive a letter from John Enos a few hours before this meeting. Dave asked Bob Hanvey if he was going to do an aerial map showing all of the developments in Marion Township. Bob agreed.

Bob Hanvey then discussed the intent behind #7 under our Master Plan Objectives.

• LIVINGSTON COUNTY ANIMAL CONTROL ORDINANCE

Dave Hamann explained that currently Marion Township's ordinance states that if a resident has more than 3 dogs, they <u>are required</u> to obtain a hobby kennel license. However according to Livingston County's new ordinance, a resident is <u>not required</u> to obtain a hobby kennel license unless they want to. Dave would like the commissioners to look at the County's ordinance about Hobby Kennels and see how it fits in with Marion Township's Hobby Kennel ordinances and then decide if we need to add or make any changes to the Townships existing language.

CALL TO THE PUBLIC:

Les Andersen resides at 4500 Jewell Road. Les discussed his concerns regarding shipping containers and recommends that the Commissioners be very specific when creating this language.

<u>ADJOURNMENT</u>: Cheryl Range made a motion to adjourn the meeting at 8:45pm. Bruce Powelson seconded. **MOTION CARRIED**

TAMARACK PLACE

FINAL SITE PLAN

A PLANNED UNIT DEVELOPMENT (PHASE 3 OF SUNRIDGE P.U.D.)

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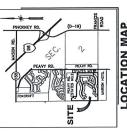
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OWNER

BLUE SOUTH SUNRIDGE L.L.C. 32400 TELEGRAPH ROAD, SUITE 200A BINGHAM FARMS MICHIGAN 45025

DEVELOPER

WESTVIEW CAPITAL, LLC 795 CLYDE COURT SW BYRON CENTER, MICHIGAN 49315 269—365—8548



LOCATION MAP SCALE: 1'=2000'

PLAN SHEET INDEX

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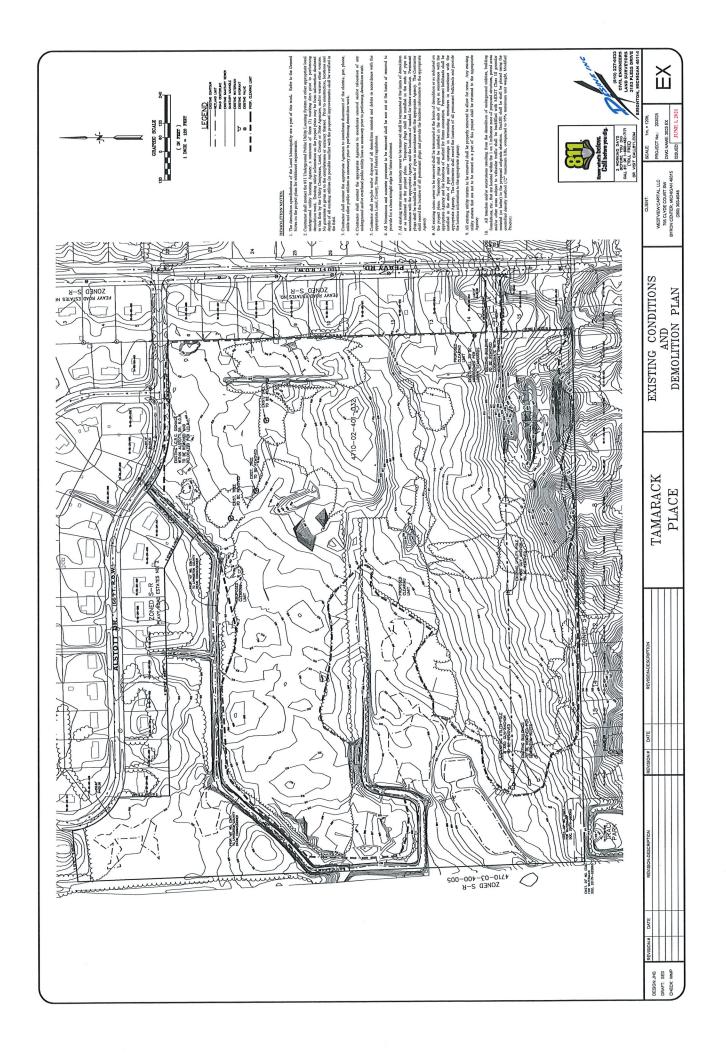
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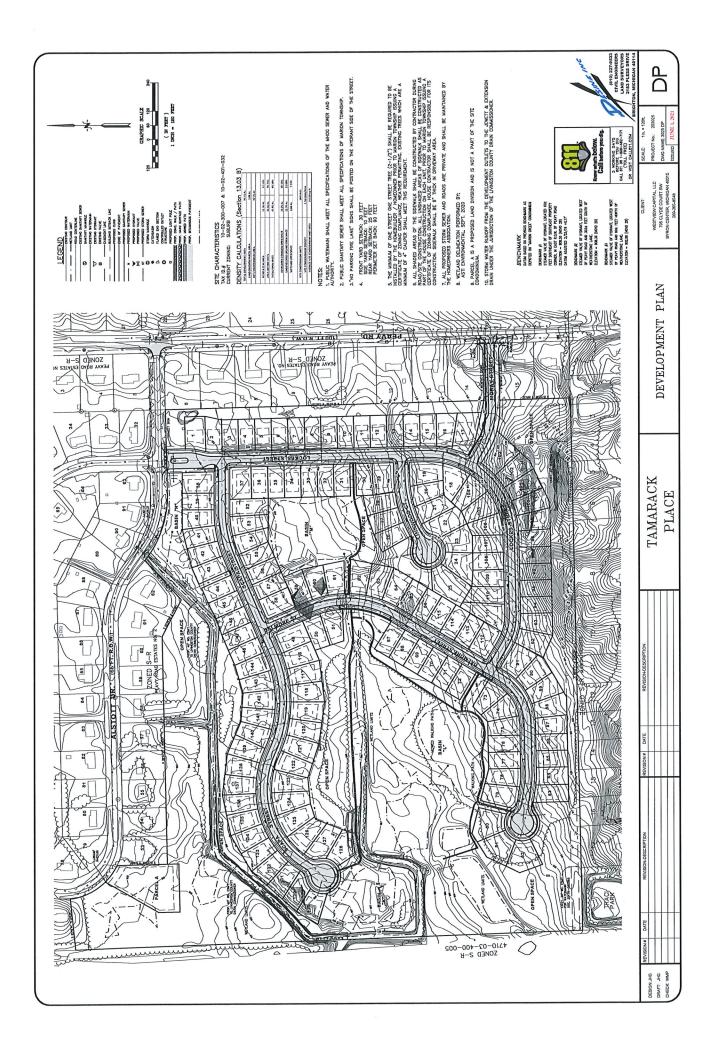
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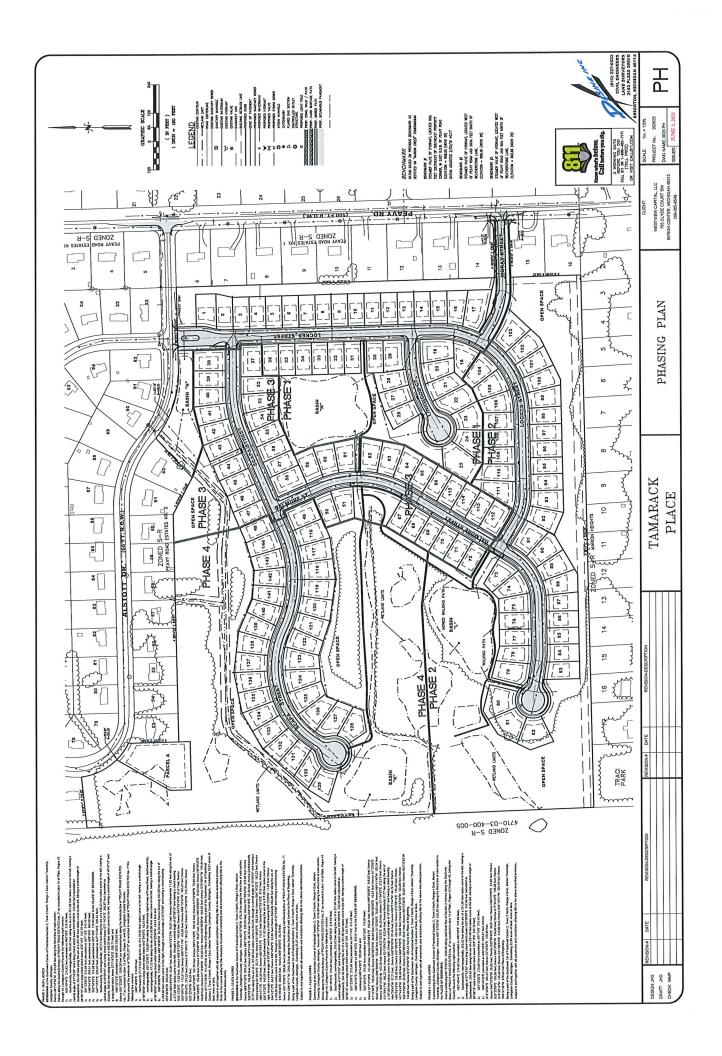


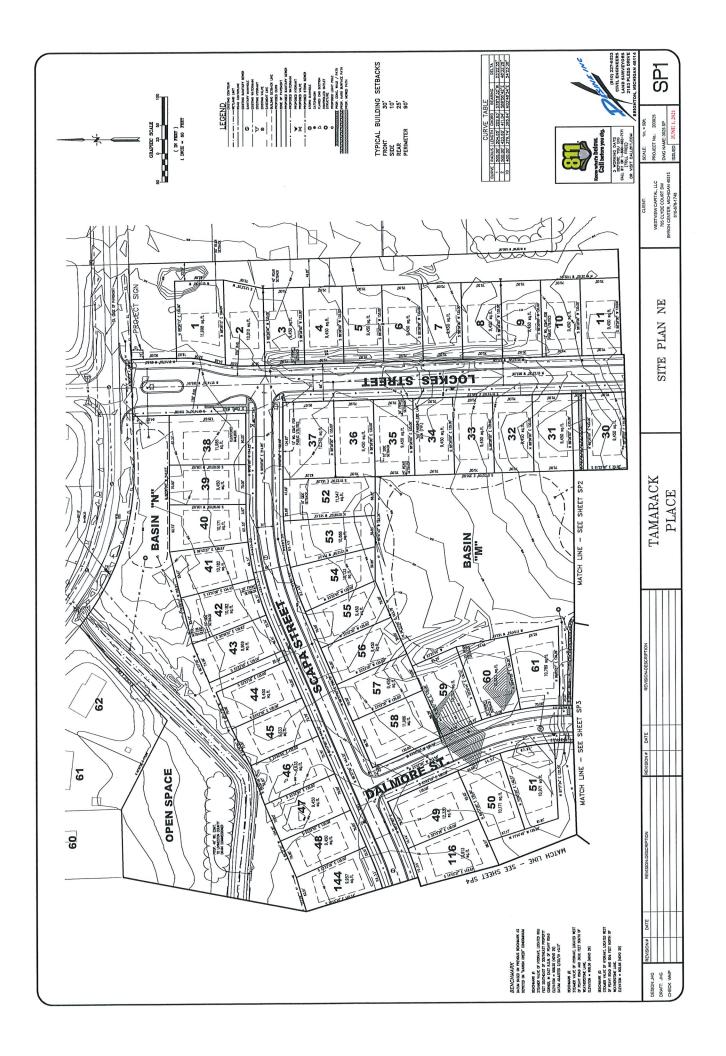


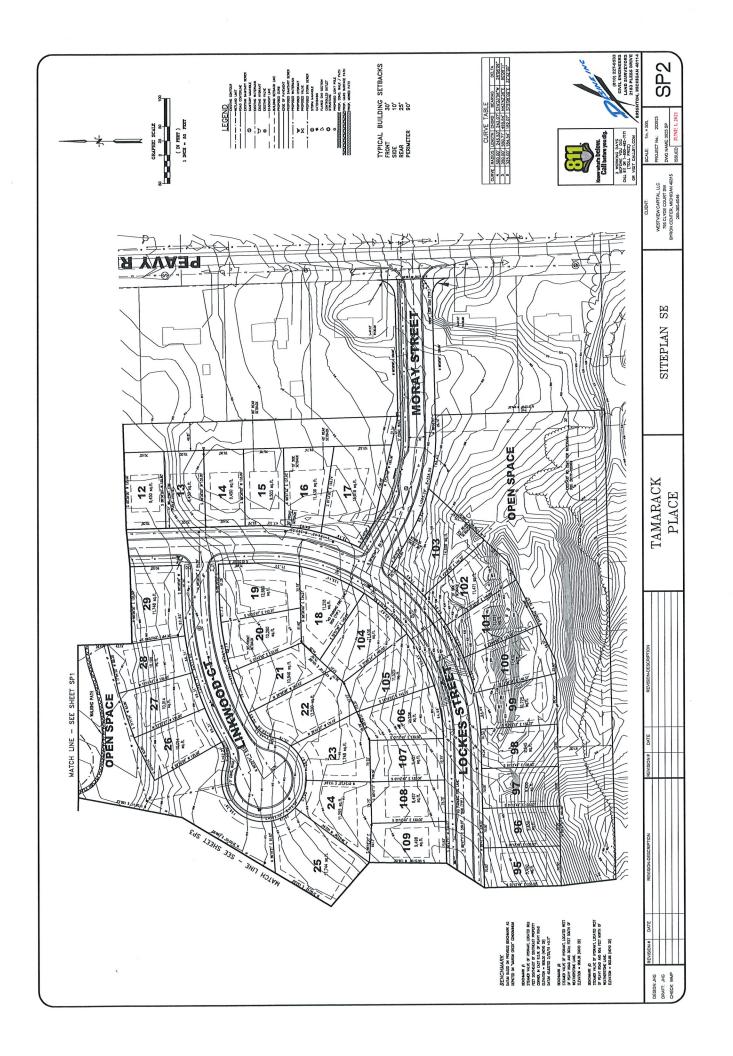


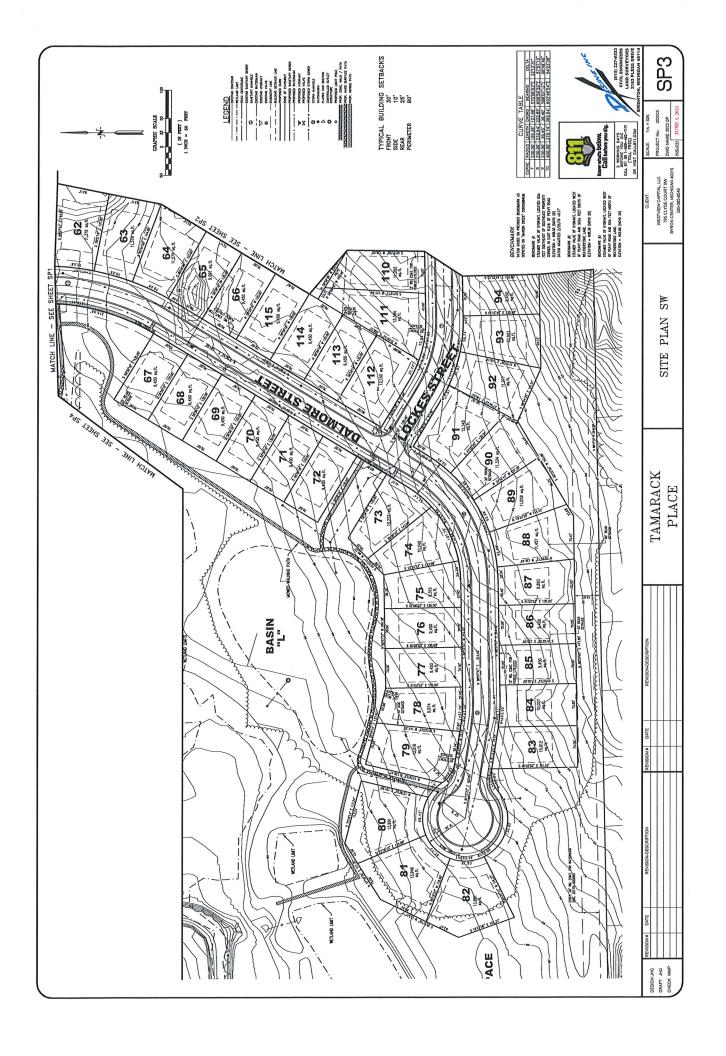


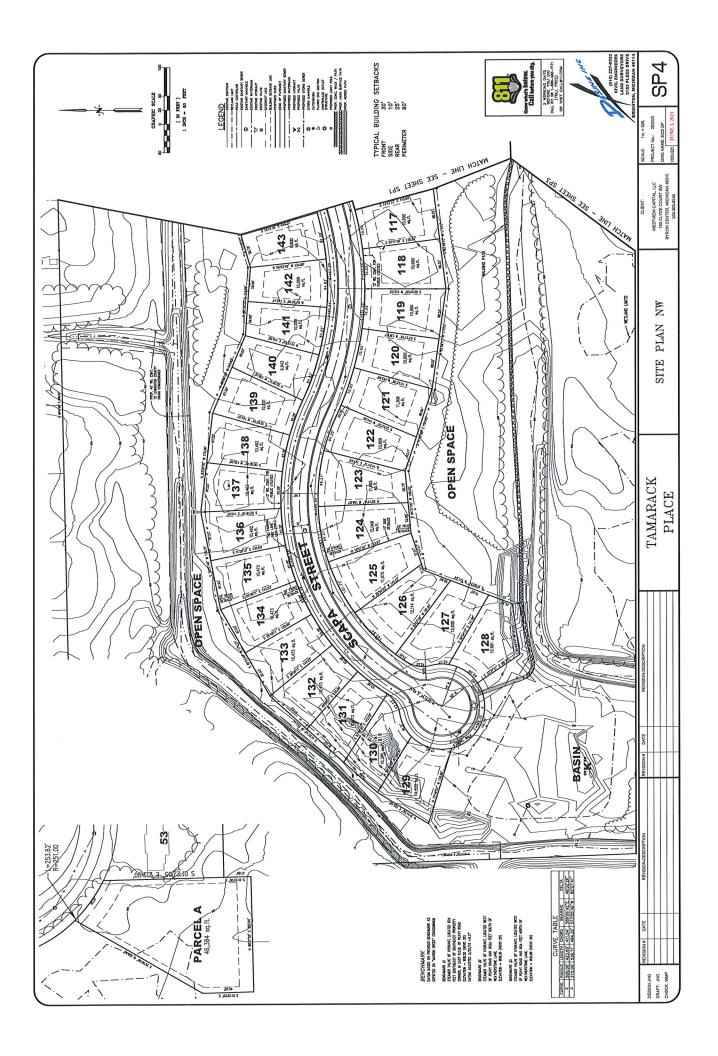


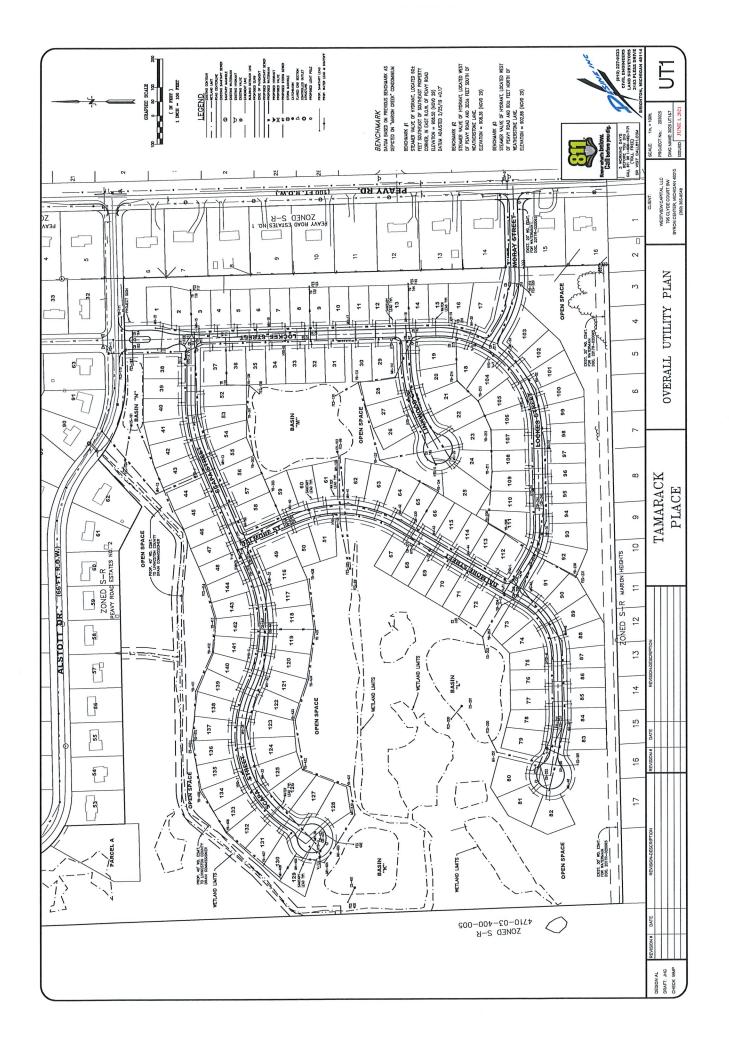


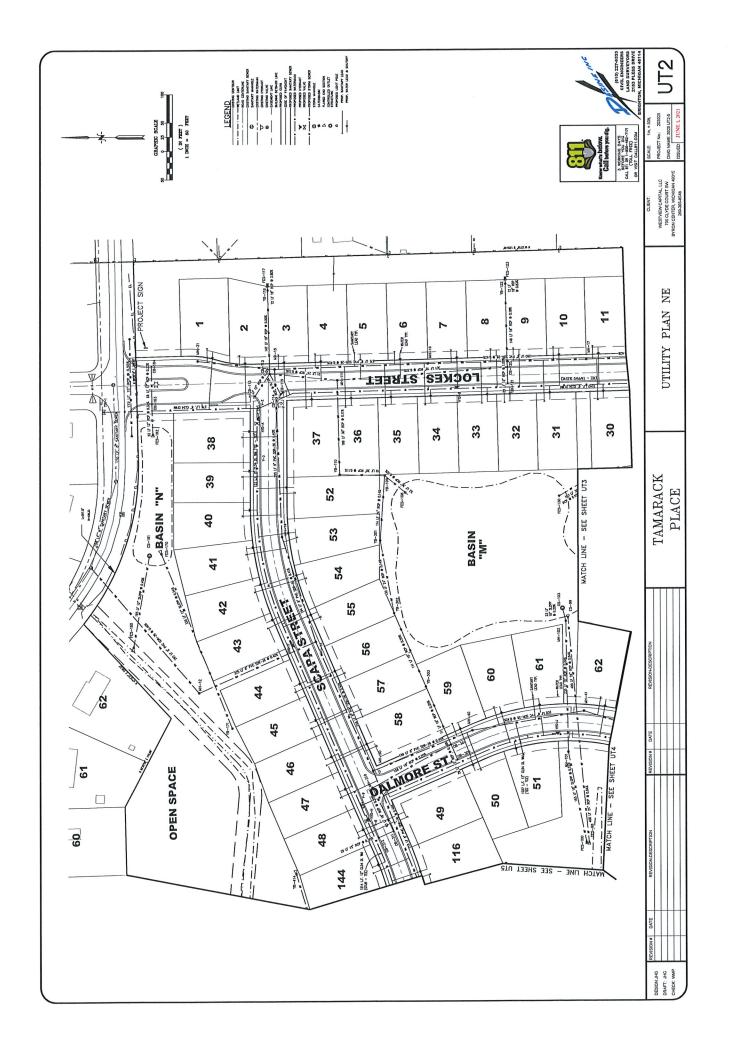


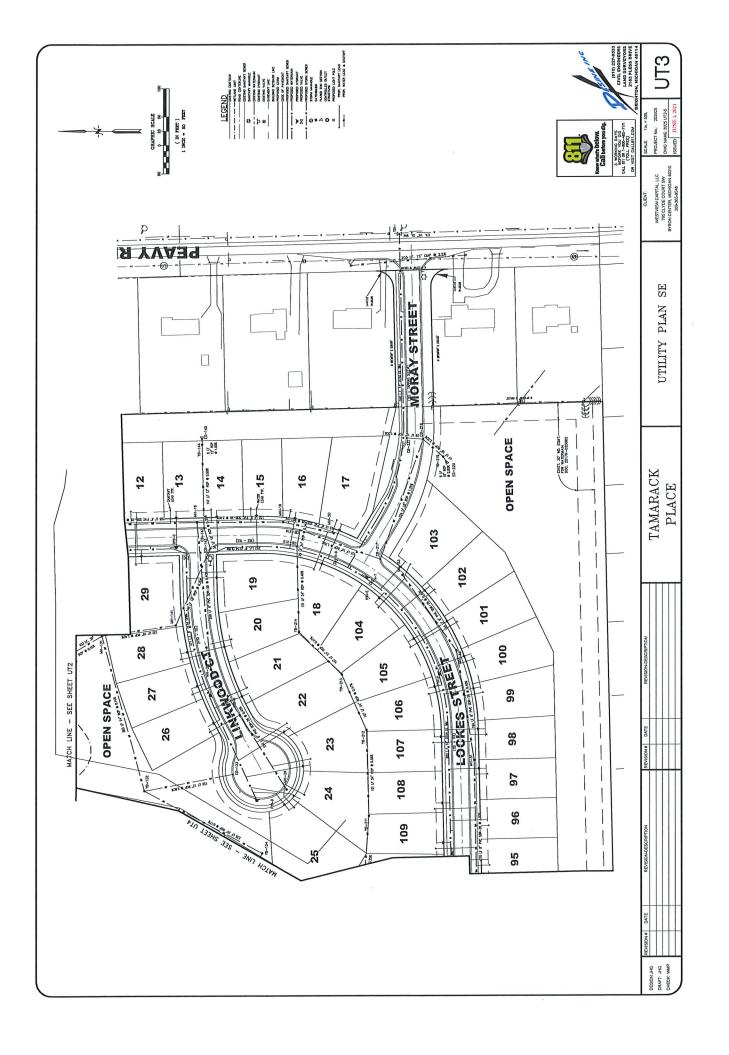


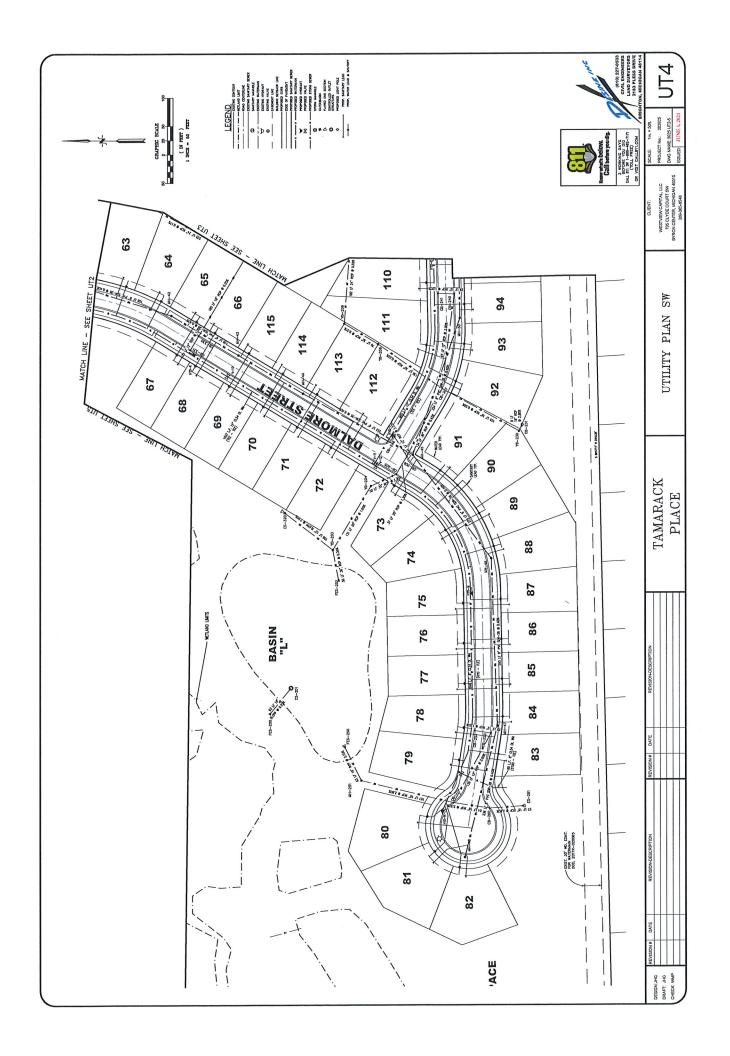


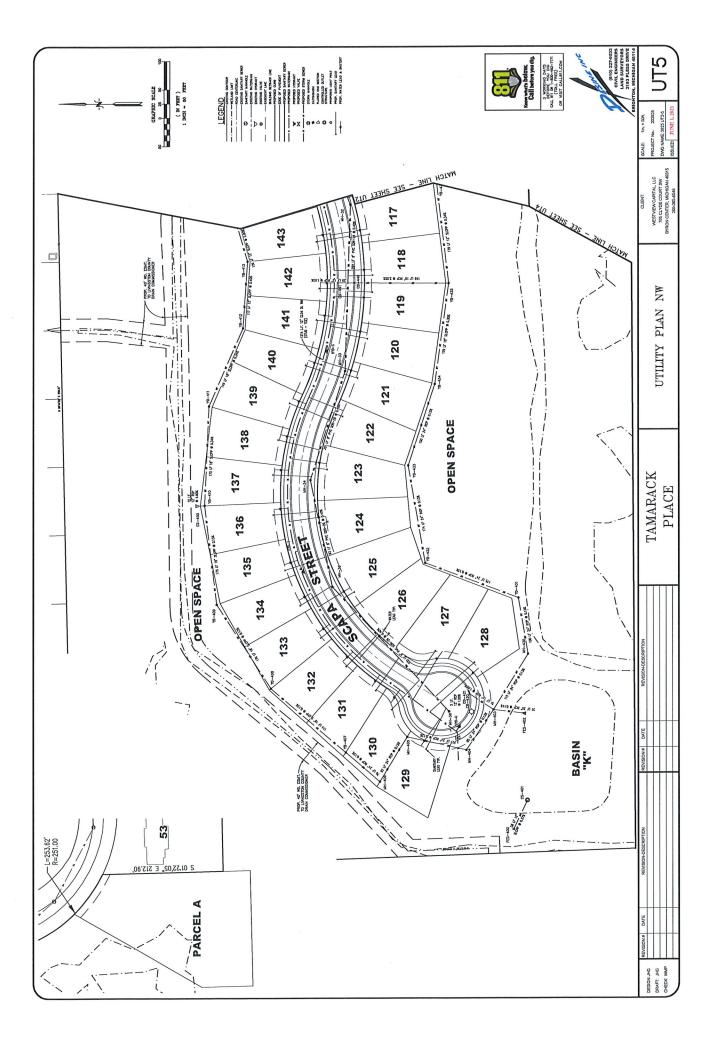


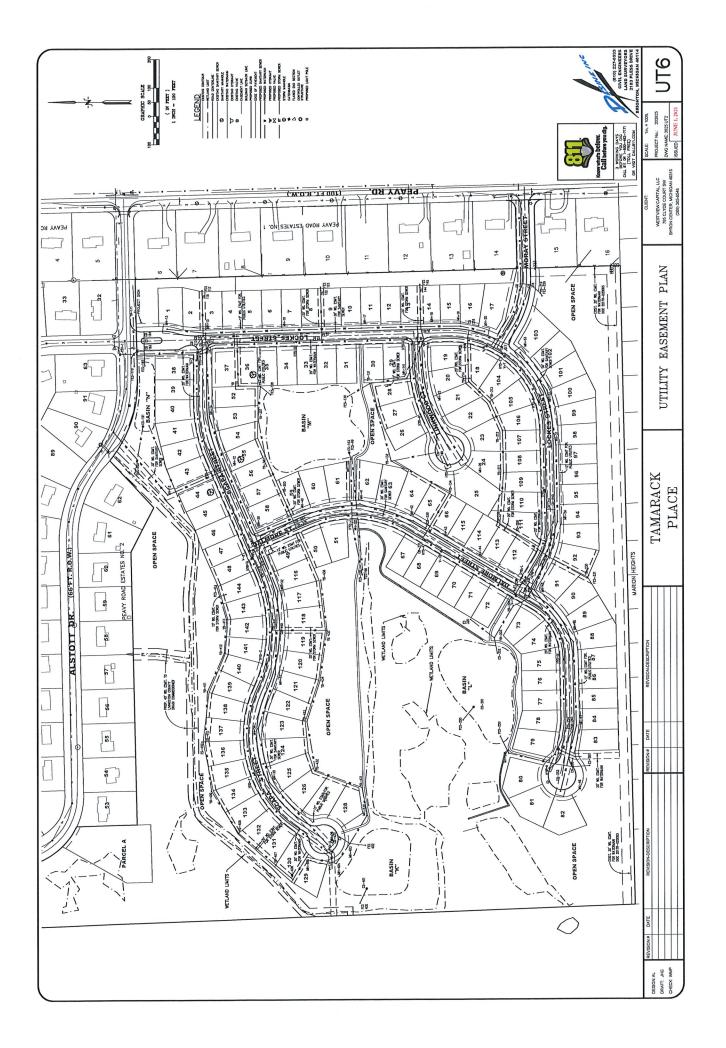












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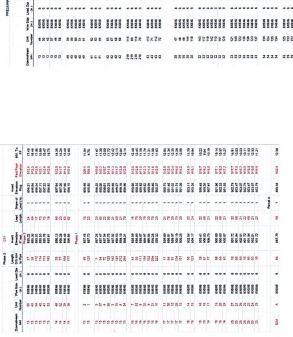
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(TOLL FREE)
OR VIST CALLB11.COM

STORM SEWER CALCULATIONS

TAMARACK PLACE

WESTVIEW CAPITAL, LLC 705 CLYDE COURT SW BYRON CENTER, MICHIGAN 40215 (260) 365-8548

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TAMARACK PLACE								
Water Main Basis of Design	Nove	mber '	November 13, 2020					
"N" DYH OT 5-VST								
Design Factors:								
Equivalent length of pipe	L =	2389 feet	foot	Pipe Equivalent Length	ulvaler	nt Leng	ŧ	
Hazen-Willams roughness constant	0	130		8" Dia. Pipe				
Design flow volume	a "	1200	1200 gpm	Pipe L =	2239	-	2239 feet	feet
Pipe diameter	Dia =	8.0	8.0 inches	Gate Valves =	က	6.68	20	20 feet
				22.5* bends =	0	6.9	0	feet
Calculated Pressure Loss				45° bends =	-	13.4	13.4	feet
friction head loss (feet per 100 feet)	= ,	1	2.61 ft/100 ft	Tee (flow thru) =	-	18.7	18.7	foet
friction head loss (psi per 100 feet)	= 1		1.12 psi/100 ft	Tee (branch) =	2	50.1	100	feet
				Reducer =	0	5.9	0	feet
Head loss (feet of water)	۳ ا	62.32 feet	feet	6" valve =	0	4.04	0	feet
Head loss (psl)	٦ 1	26.80 psi	psi					
				TOTAL			2389	foot
Calculated Flow Velocity								
Flow velocity	>	7.66 fVs	fVs					
Resultant Pressures								
Pressure at WTR Main [‡]	P1 =		70.0 psi					
Calculated pressure at HYD "N"	P2 =	43.2 psi	psi					

‡: Persuava al public VFT main is assumed at this time. Pressure shall be field vortified by means of hydront flowtest all constitutes determined by the engineer. This data shalls be obtained on-field prior to final depth obscriberation. HHOGO Ben on July 2019 shaves hydratt on an editioner pared has flowinges higher than the above estimate.



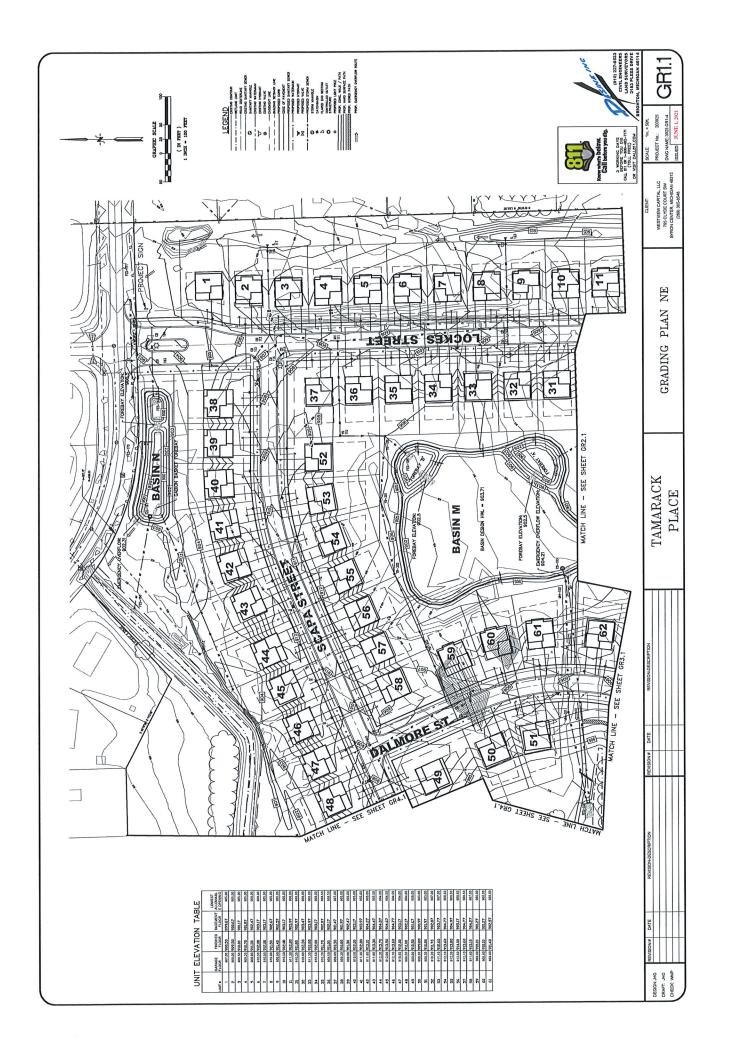
SANITARY & WATER CALCULATIONS

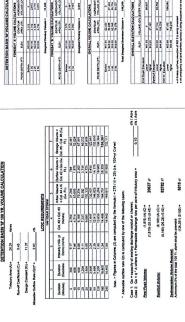
TAMARACK PLACE

DESIGN: AL DRAFT: JHG CHECK: WMP

WESTVIEW CAPITAL, LLC 705 CLYDE COURT SW RON CENTER, MICHIDAN 40315

PROJECT No.:





A = 20.25 Acres C = 0.43 c = 0.6 Qa = 2.03 CFS	VIO = 130381 CF Vbf = 82782 CF Vff = 20637 CF	LWL = 301.50 Xwq = 901.88 Xcp = 903.08 Xlpc = 903.71 HWL = 903.71	0.2359 CFS 0.38 FT 0.0805 SF 3.69 ZF tbles	1.58 FT 0.3098 GFS 34100,00 GF 5552 94 GF	0.0780 CFS 1.20 FT 0.1286 SF 5.90 Z* Holes	MAJ)] + 1,300 CF6 (1,300 CF8 (0,50 FF (0,507 SF (1,507 SF (1,507 SF
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BASIN DESIGN HWL = 903.71

BASIN M

FOREBAY ELEVATION: 902.5

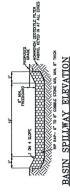
FEMERGENCY OVERFLOW ELEXATIONS

FOREBAY ELEVATION: 902.5



DETENTION BASIN "M" DETAIL





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KEY	CONTROL STRUCTURE DESIGNATION	A MATERIAL TIPE. SEE NOTE 2	B STRUCTURE INSIDE DIAMETER	C RIM ELEVATION WITHOUT GRATE	D INVERT ELEVATION CUTLET PIPE	E TOP OF STONE ELEVATION	F DUTLET PIPE DIAMETER	C CUTLIT PIPE MATERIAL	H STRUCTURE HEIGHT WITHOUT CRATE	X RESTRICTOR OPENING DIA. IN OUTLIT PIPE		N SECOND ROW OF HOLES CONTRUNC DLEVATION HALL DAWLETTR NAMED OF HOLES IN ROW	M THER ROW OF HOLES CONTRINENT ELYATION HOLE DAMETER NUMBER OF HOLES IN ROW	BASIN SIDE			BACKTL ALL AROUND CONTROL STRUCTURE WITH JT 0. DIAL. WASHED STONE	BACKTL DVR 3" TO 6"	SLOPE 1 DW 3 ALL			GALCE BOTTEN OF BASH GOVERNOUS TOWNSOL STRUCTURE CONCENTED BASE TOWNSOL CHARGE BASE TO	

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TAMARACK

BASIN CONTROL STRUCTURE DETAIL (CS)

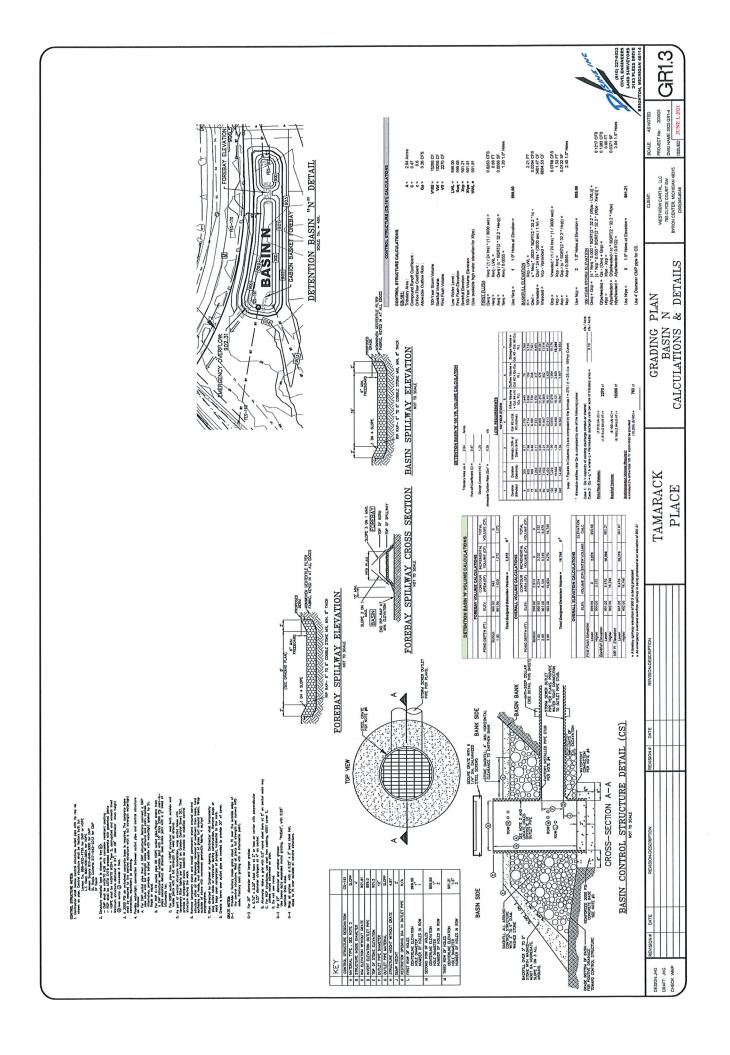
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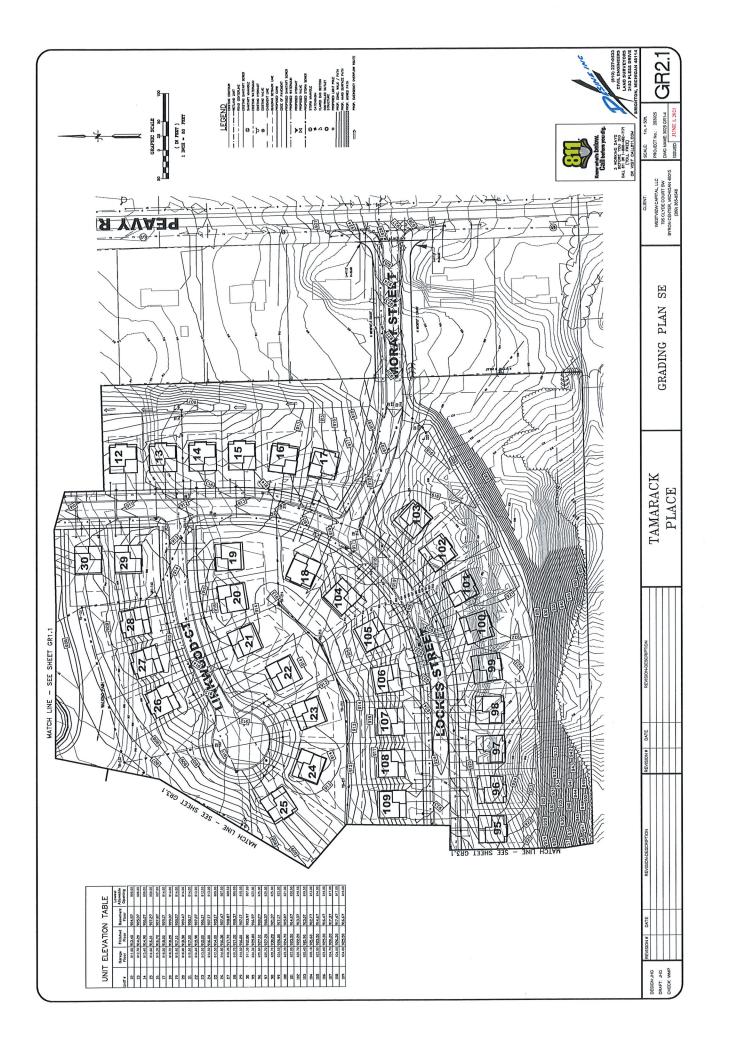
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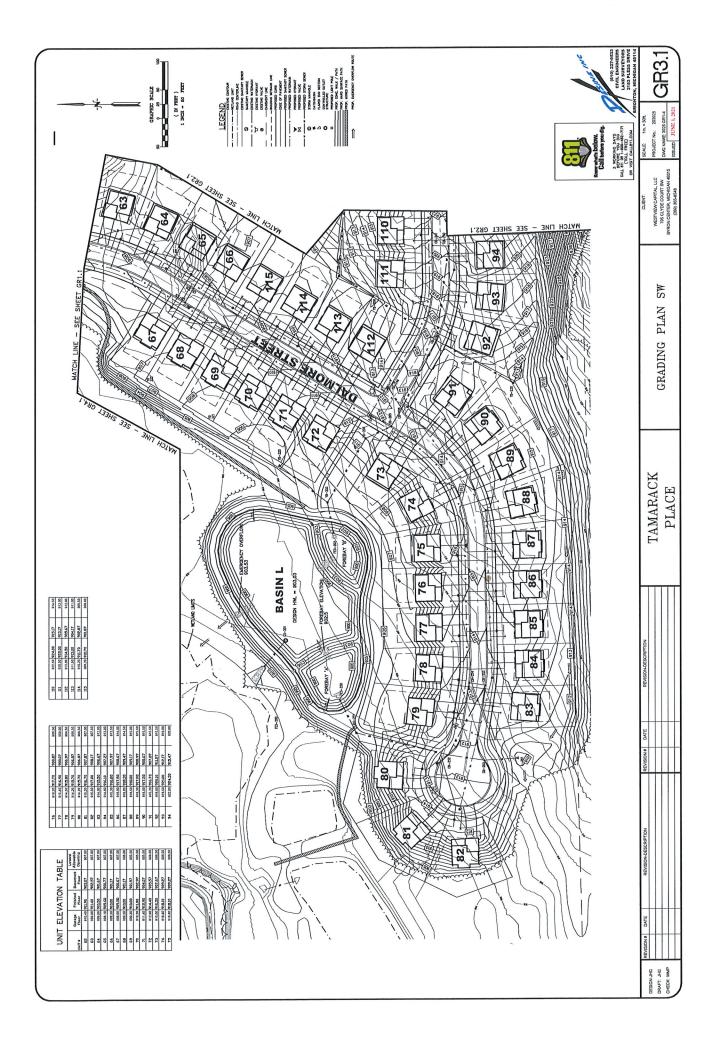
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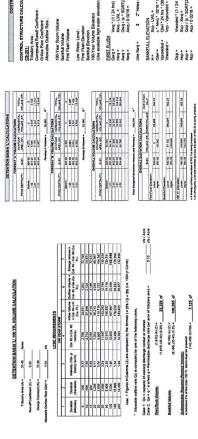
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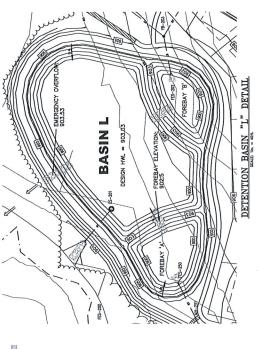








Charles Char				
A	CONTROL STRUCTURE	CALCULATIONS		
Particular Conference C	Fributary Area :		A.	35.4 Acres
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Marche March Mar	100-Year Storm Volume		- 00LA	142499 CF
Main Findship Main Findshi	Bankfull Votume		· Joy	100385 CF
No. 100.00 No.	First Flush Volume		· E	22228 CF
March Marc	Low Water Level :		LW.	900,00
Market M	First Flush Elevation		- DWX	900.65
Marke Bermann Marke Berman	Bankfull Elevation		Xcp.	902.25
	100-Year Volume Elevati	On Administration for Mines	Xipe	903.03
	Cod dydrador Irgii wolci	fedry to House	-	333
Act				
0.00 (1975) 0.00		/ 24 hrs) * (1 / 3600 sec) =		0.2564 CFS
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According to According to According to According to	BANKFULL ELEVATION			
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4 - Wo-/parcel out as 1/11 - 2027 (1) CF (1)		. 0218 - 80RT(2 - 32.2 · N) -		0.4723 CF3
According to According to According to		rovided =		59574.03 CF
1,00 1,00		1* (1/24 hts) * (1/3600 sec) =		0.6895 CFS
Cop (6: 207(17.32.7 hg))		- 6		1.70 FT
a Develor 80.8.8 50.0.7 H a Control of the Control		· SORT(2 · 32.2 · Hop)) =		0.1098 SF
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		3" Holes at Elevation #	902.25	





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BANK SIDE

SECURE CRATE WITH 8 1/4" DIA, CALVANIZED STILL SCREWS

BASIN SIDE

STONE BACKFILL 4° MIN, HORIZONT: CLEARANCE TO CARTHEN BANK

ROW BOO

BACKFILL ALL AROUND— CONTROL STRUCTURE WITH 3" TO 6" DIAM, WASHED STONE

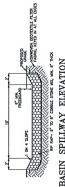
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(SEE DETAIL THIS SHEET) BASIN BANK

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C-1 Previole a bettoy mode grate stand to fit over the cottade widge of
C-1 breaded as bettoy mode grate stand but a brength per current AVS
code. Foctory cost grathy with a bitamentic point.

FOREBAY SPILLWAY CROSS SECTION BASIN SPILLWAY ELEVATION







	REVISION#	DATE	REVISION-DESCRIPTION	REVISION#	DATE	REVISION-DESCRIPTION
DESIGN: JHO						
DRAFT: JHG						
CHECK WARD						

BASIN CONTROL STRUCTURE DETAIL (CS)

CROSS-SECTION A-A

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CRADE BOTTOM OF BASIN—FOR POSITIVE DRAINAGE
TOWARD CONTROL STRUCTURE

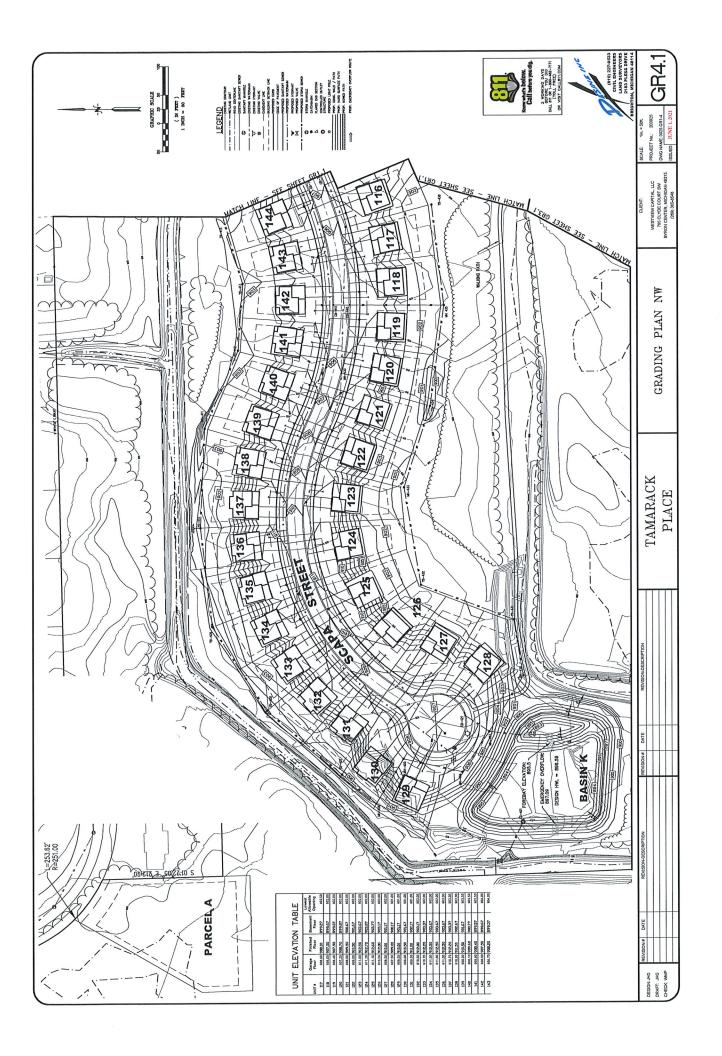
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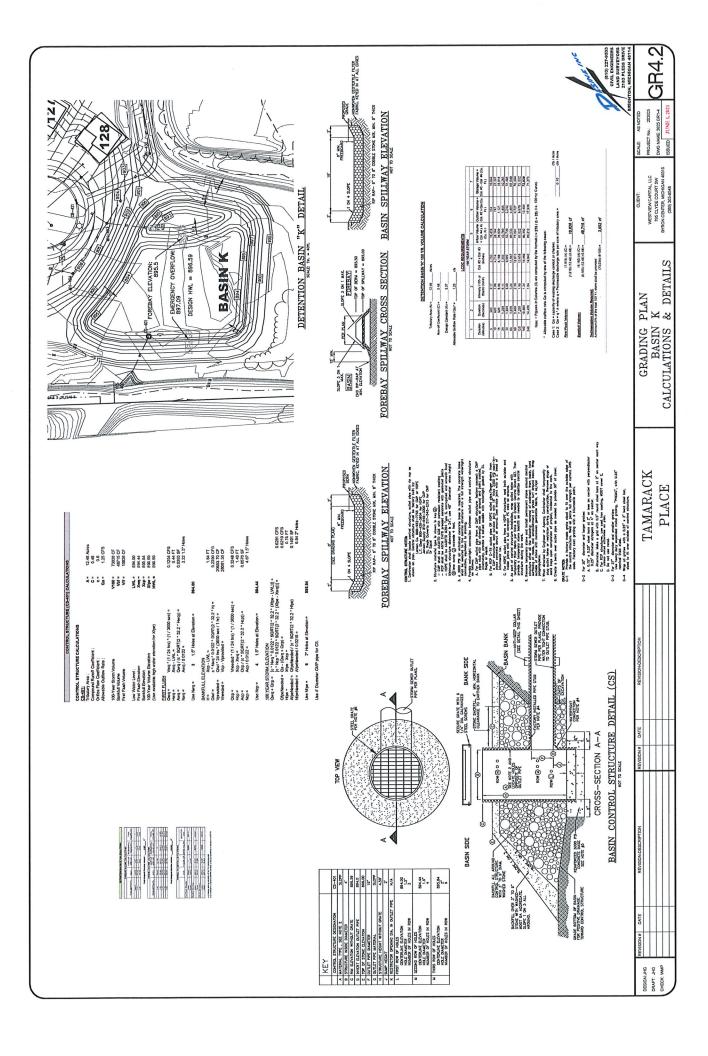
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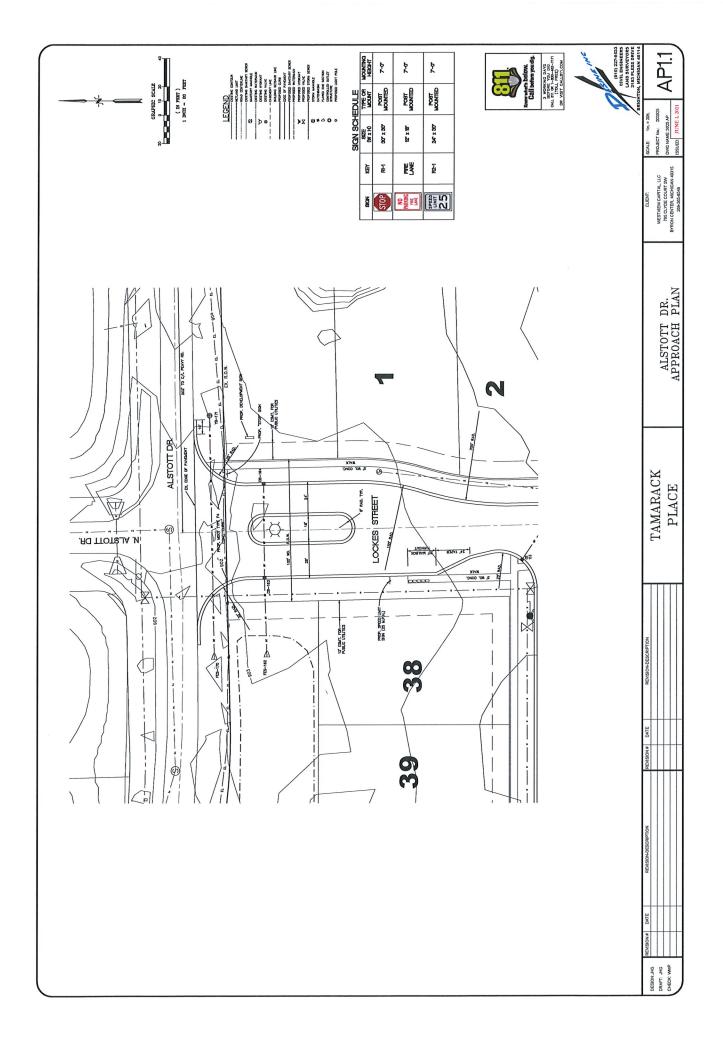
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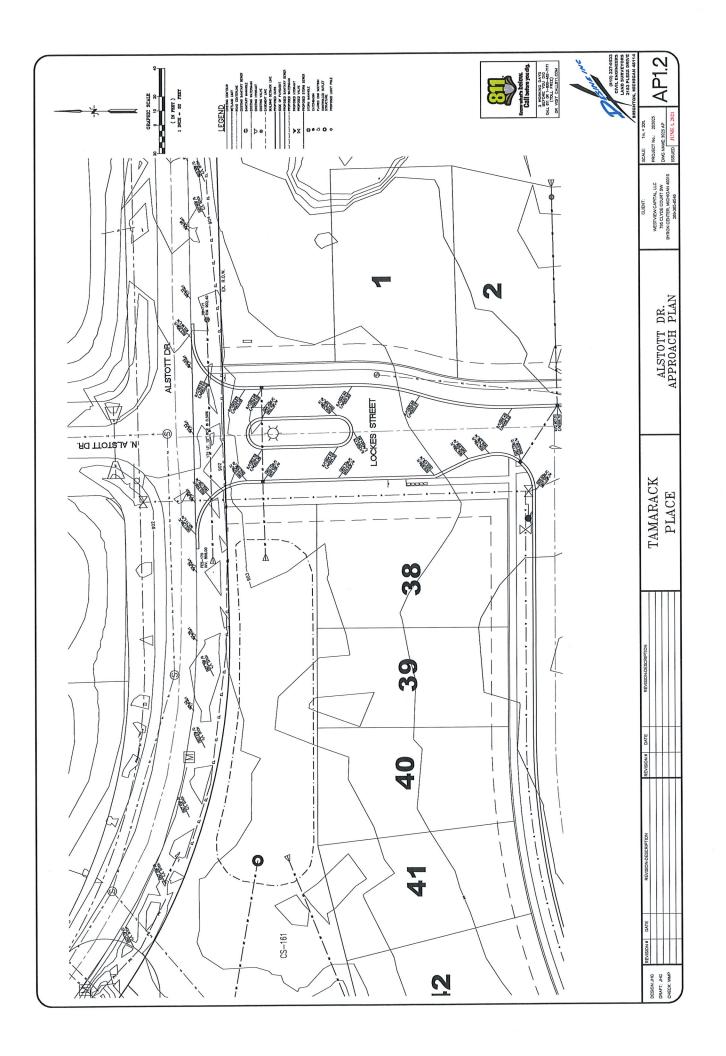
WESTVIEW CAPITAL, LLC 705 CLYDE COURT SW BYRON CEATER, MICHIGAN 40315 (200) 305-8546

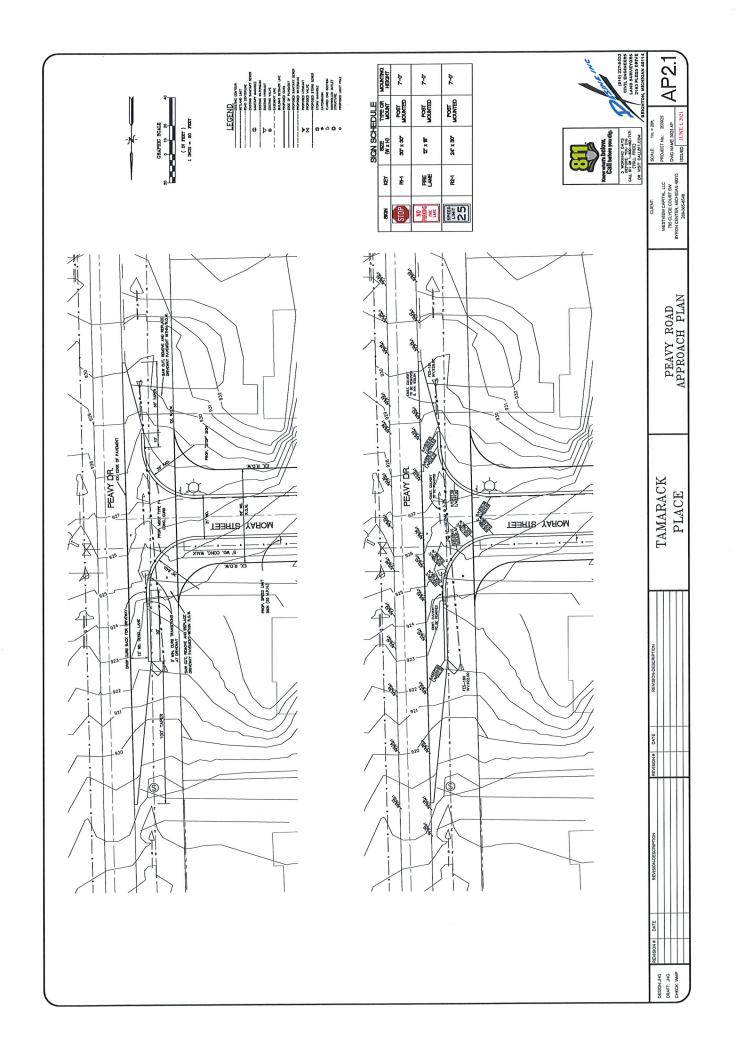
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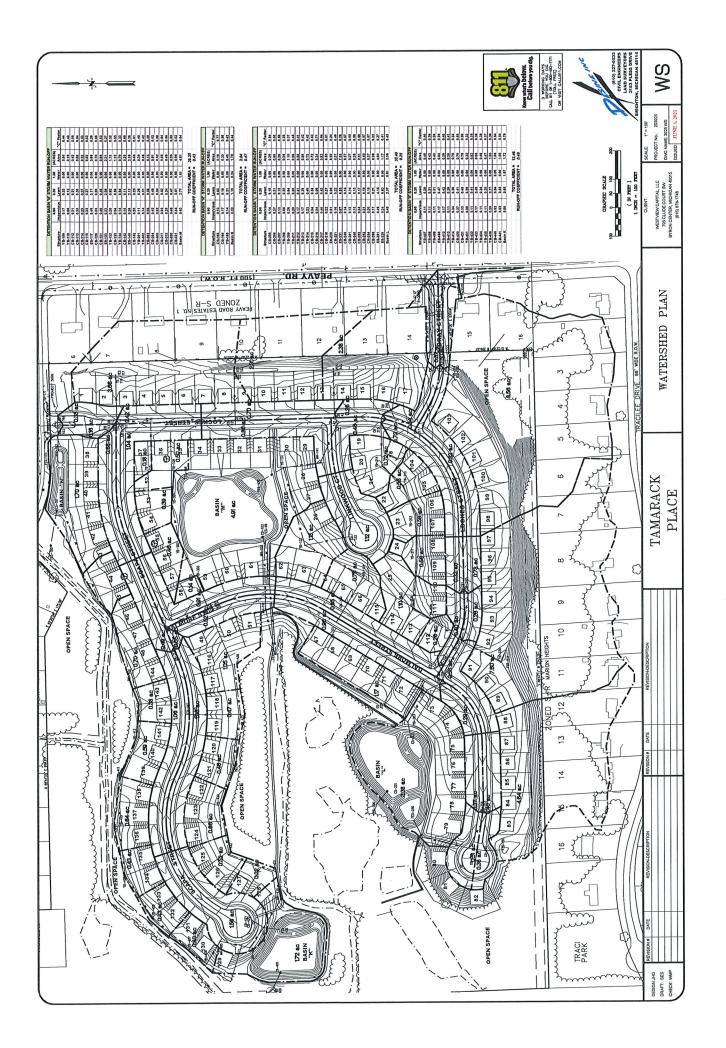




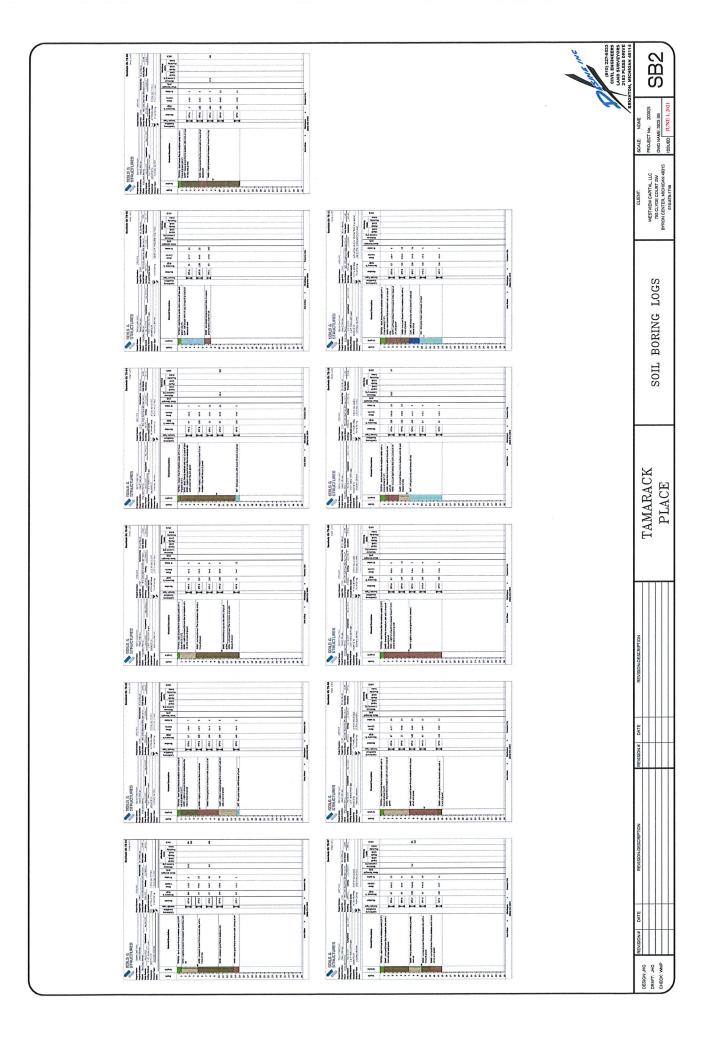




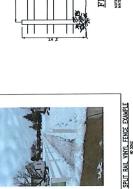


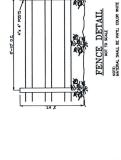




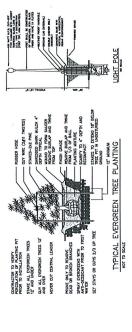


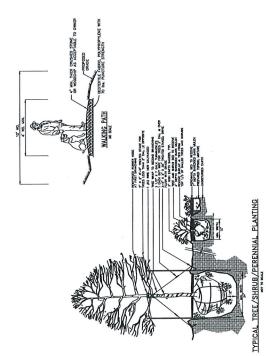














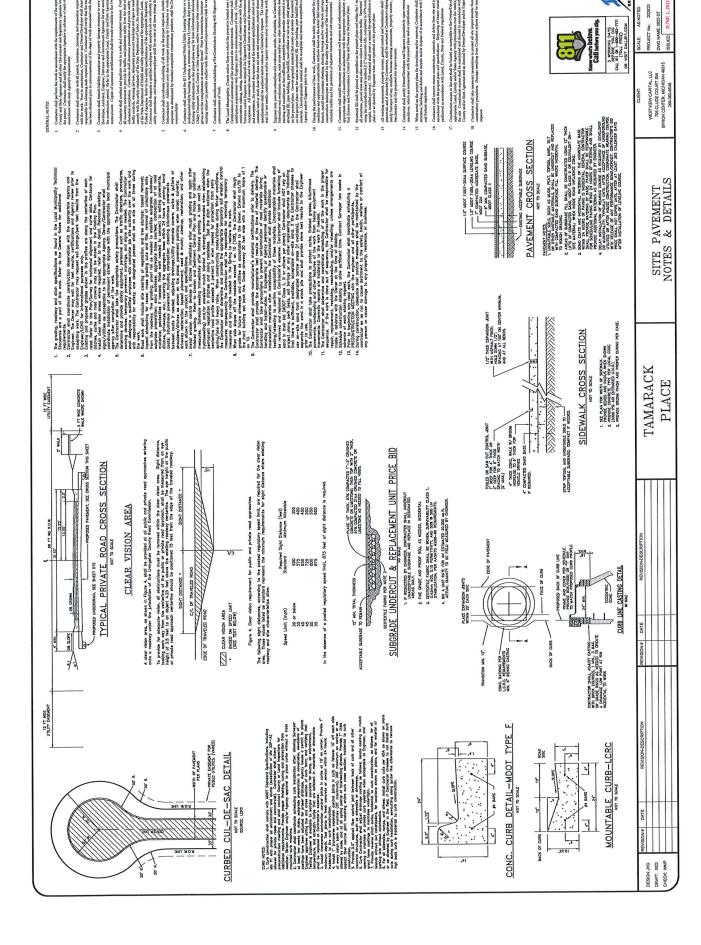
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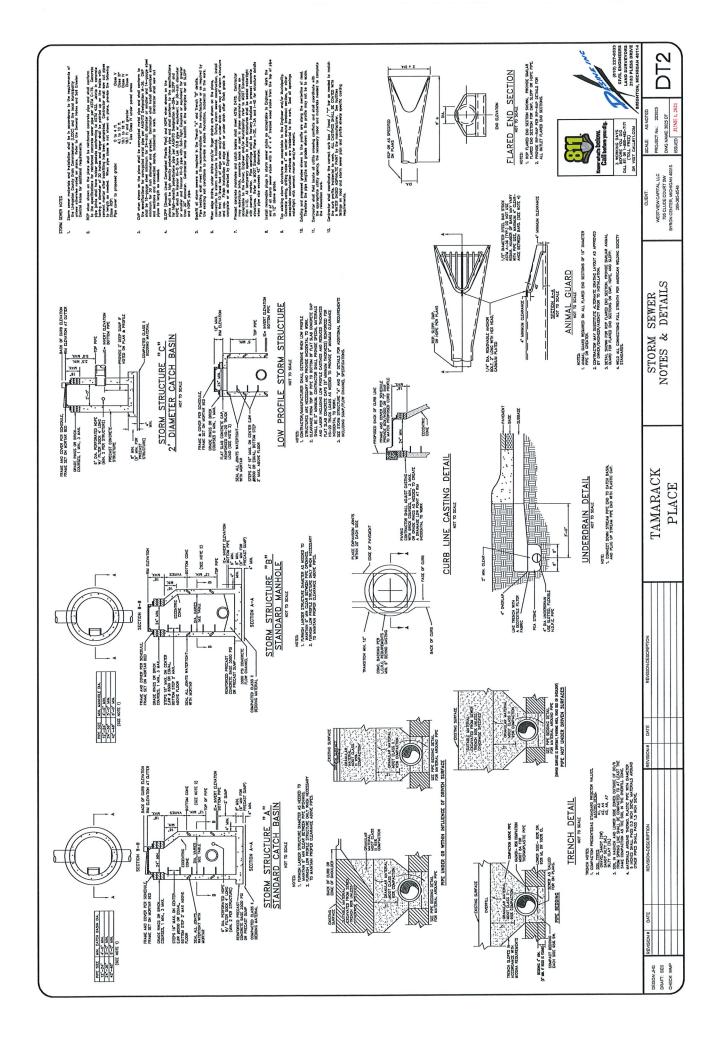


WESTVIEW CAPITAL, LLC 765 CLYDE COURT SW BYRON CENTER, MICHIGAN 48315 266-365-8546

SCALE AS NOTED
PROJECT No.: 203025
DAG NAME: 3025 LS
ISSUED JUNE 1, 2021

LS2





MASTER DEED

TAMARACK PLACE

A Site Condominium Community

Pursuant to the Condominium Act, Act 59, Public Acts of 1978 as amended, MCL 559.101, et seq.

Livingston County Condominium Subdivision Plan No

- (1) Master Deed establishing Tamarack Place, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Tamarack Place Condominium Bylaws.
- (3) Exhibit B to Master Deed: Tamarack Place Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit D to Master Deed: Tamarack Place Condominium Percentage of Value Chart.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a)

Drafted by and After Recording Return To:

Emmanuel Kniahynycky, Vice President S.R. Jacobson Development Corporation 32400 Telegraph Rd., Suite 200A Bingham Farms, Michigan 48025

MASTER DEED

Tamarack Place

A Site Condominium Community

(Act 59, Public Acts of 1978 as amended)

This Master Deed is signed on the ____ day of _____, 2021 by Blue South Sunridge, LLC, a Michigan limited liability company of 32400 Telegraph Rd, Suite 200A, Bingham Farms, Michigan 48025 (the "Developer").

PRELIMINARY STATEMENT

- A. The Developer is engaged in developing a site condominium project to be known as Tamarack Place (the "Project"), according to development plans on file with the Township of Marion on a parcel of land described in Article II; and
- B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located thereon, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

ARTICLE I

NATURE OF PROJECT

- 1.1 Project Description. The Project is a residential site condominium. The one hundred forty-four (144) building sites (the "Units") that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.
- 1.2 Co-Owner Rights. Each owner of a Unit ("Co-Owner" or "Owner") shall have an exclusive property right to Co-Owner's Unit and to the limited common elements which are appurtenant to that Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the Township of Marion, County of Livingston, and State of Michigan, and described as follows:

[INSERT PROJECT LEGAL DESCRIPTION]

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Condominium Subdivision Plan, Exhibit B.

ARTICLE III

DEFINITIONS

- 3.1 Definitions. Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Tamarack Place Homeowners Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:
 - (a) Act. "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.
 - **(b) Association.** "Association" or "Association of Co-owners" means Tamarack Place Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.
 - **(c) Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.
 - (d) Common Elements. "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.
 - (e) Condominium Bylaws. "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

- (f) Condominium Documents. "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.
- **(g) Condominium Property.** "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.
- (h) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.
- (i) Condominium Unit. "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.
- **(j) Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".
- **(k) Developer.** "Developer" means Blue South Sunridge, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.
- (I) Development and Sales Period. "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.
- (m) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.
- (n) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.
- (o) Master Deed. "Master Deed" means this document, together with the exhibits attached to it, and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

- **(p) Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.
- (q) Percentage of Value Factor. "Percentage of Value Factor" shall be the number assigned to each Unit as shown on Exhibit D to the Master Deed, or on a subsequently executed and recorded amendment to the Master Deed, which shall be used in the calculation of the Percentage of Value of each such Unit.
- **(r) Project.** "Project" or "Condominium" means Tamarack Place, a residential site condominium development established in conformity with the provisions of the Act.
- (s) Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by the Developer.
- **3.2 Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress and utility installation over, across and through non-condominium property or individual Units in the Project;
- (b) Improvements. The private roadways; the common walkways (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;
- (c) Electrical. The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection

for service to each residence now located or subsequently constructed within Unit boundaries:

- (d) Gas. The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- (e) Storm Drainage. The storm drainage and/or retention system throughout the Project;
- (f) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- **(g) Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- (h) Water. The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- (i) Sanitary Sewer. The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- (j) Entry Improvements. The entry signage and other improvements located at the entry to the Project (if any);
- (k) Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the

point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

- **(b) Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land;
- (c) Subsurface Improvements. The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;
- (d) Water Wells. The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;
- (e) Septic Systems. The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;
- (f) Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;
- (g) Delivery Boxes. The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;
- (h) Driveways and Sidewalks. The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and
- (i) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

- **4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:
 - (a) Limited Common Elements. Except as provided in this subsection, each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's Unit. Individual Co-owners shall also be responsible

for the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit.

(b) Unit Improvements. Unless otherwise stated in this Master Deed, Unit owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit, including any portions which may extend beyond Unit boundaries up to the paved roadway. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(c) Maintenance of General Common Elements. Except as set forth herein, the responsibility for Maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible. In addition to the foregoing, any common expenses incurred by the Association which are associated with the Maintenance of a Limited Common Element (where, for example, the Co-Owner fails to Maintain the Limited Common Elements) 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 one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the percentage of value for each affected Unit.

The Association shall be responsible for the Maintenance of the Private Roads and the Storm Water System, including any retention ponds located within the Condominium Premises and identified on the attached **Exhibit B**. Further, the Association shall be responsible for the repair and/or remediation of any soil erosion from, relating to, or in connection with the ponds and their use in connection with the Storm Water System. As a private system, any regulatory liabilities arising or relating to the Storm Water System, including, but not limited to, costs arising from or relating to storm water runoff into the ponds, and/or flows from the ponds outside the Condominium, are the responsibility of the Association.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to Maintain the Storm Water System or the Private Roads as set forth above, that both the Township of Marion and the Drain Commissioner for the County in which the Project is located shall have the right to properly maintain the same, and to create a special assessment district for the purpose of assessing all of the Co-Owners in the Condominium project on an equal basis, to pay for any costs and expenses incurred by either the Township of Marion or the Drain Commissioner for the County in which the Project is located in maintaining the Private Roads or the Storm Water System because of the Association or Developer's failure to do so. The within Master Deed shall constitute a petition to the Township of Marion and/or the Drain Commissioner for the County in which the Project is located by the Owners of more than 50% of the land within the Project to create a Private Road or Storm Sewer Special Assessment District, including the total land area of the Project for the purpose of operating, maintaining and repairing said Private Roads and/or Storm Water System.

The Developer has entered into a Drainage Easement Agreement requiring that the Storm Water System be maintained by the Association. Such agreement specifically imposes the obligations outlined above upon the Association, and provides the enumerated rights to the Drain Commissioner for the County in which the Project is located and/or the Township of Marion.

- **4.4 Oversight Authority.** While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.
 - (a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.
 - **(b)** Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all

means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

- 4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sale Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.
- 4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT AND MODIFICATION OF UNITS

- 5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the Township of Marion. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.
- such value which is assigned to each of the one hundred forty-four (144) Condominium Units in the Project is shown on Exhibit D. The determination of the Percentage of value Factor for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value Factor assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value Factor will be the same for each Unit. Therefore, based on one hundred forty-four (144) Units, the percentage of value for each Unit is 0.69444444%.

- Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors and assigns without the consent of any Co-owner, mortgagee or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.
- 5.4 Conditions Precedent. Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

ARTICLE VI

NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

- 7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of one hundred forty-four (144) Condominium Units and may, at the election of the Developer, be contracted any lesser number of units.
- 7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article 2.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units or Common

Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

- 7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.
- 7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.
- 7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

Easements for Maintenance and Repair. In the event that any portion of a Unit or 8.1 Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

- **8.2** Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:
 - (a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article VI; and
 - (b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article 2.1.
 - (c) for any other purpose beneficial to the Condominium Project.
- 8.3 Easement Reserved for Unexercised Future Development Area. If any portion of the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.
- 8.4 Easement Reserved for Developer for Contracted or Withdrawn Areas. If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If expansion occurs that automatically creates easements for utility and access purposes between separate projects, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, improvements, and access as described in section 8.3.
- **8.5 Developer Responsibility.** So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the

register of deeds office in the County where the Project is located.

- 9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:
 - (a) Non-Material Changes. An amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.
 - (b) Material Changes. An amendment may be made even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and to the extent required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each first mortgage held.
 - (c) Compliance With Law. Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.
 - (d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.
 - (e) Consolidating Master Deed. An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by

previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

- (f) Costs of Amendments. 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 the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record (when required) shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.
- 9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, in the following manner:
 - (a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.
 - (b) Real Property Ownership. Upon recording a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.
 - (c) Association Assets. Upon recording a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.
 - (d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

ARTICLE X

WITHDRAWAL OF PROPERTY

10.4 Withdrawal of Property.

- Withdrawal by Developer. Notwithstanding anything in this Master Deed to (a) the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.
- If Developer does not withdraw the (b) Withdrawal by Association. undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

10.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

appear on page one.	nas been e	executed by the Developer as of the day and year winer
		Blue South Sunridge, LLC, a Michigan limited liability company
		By: Scott R. Jacobson Authorized Representative
STATE OF MICHIGAN)) ss.	
COUNTY OF)	
Scott R. Jacobson, Authorized R	Representat to be the sa	before me the day of, 2021, by tive of Blue South Sunridge, LLC, a Michigan limited ame person who executed the foregoing Document and e act and deed.
	Managemen	
	Notai	ry Public
		County, MI
		ig in the County of
	Мус	ommission expires:

EXHIBIT A

CONDOMINIUM BYLAWS

TAMARACK PLACE HOMEOWNERS ASSOCIATION

ARTICLE I

ASSOCIATION OF CO-OWNERS

- 1.1 Organization. Tamarack Place, a residential site condominium project located in the Township of Marion, Livingston County, Michigan (the "Project") is being developed in four phases to comprise a maximum of one hundred forty-four (144) building sites (the "Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.
- 1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

ARTICLE II

MEMBERSHIP AND VOTING

- **2.1 Membership.** Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.
- 2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

- 2.3 Eligibility to Vote. No Co-owner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.
- 2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.
- **2.5 Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.
- 2.6 Majority. At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

- 3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project; or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.
- 3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the

Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

- 3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.
- 3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.
- 3.5 Owner Control. If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.
- 3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number.

After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

- 3.7 Quorum of Members. The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner 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.
- 3.8 Electronic Participation. Electronic participation in meetings is governed by Article XIV of the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

ARTICLE IV

ADMINISTRATION

- 4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.
- 4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:
 - (a) Care, upkeep and maintenance of the Common Elements;
 - (b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
 - (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

- (d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;
- (e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;
- (i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with Article XIII of the Articles and Section 13 of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;
- (k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and
- (1) Such further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.
- **4.3 Books of Account.** The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of \$20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

- **4.4 Maintenance, Repair, and Replacement.** The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of these Bylaws) is as follows:
 - (a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.
 - (b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.
- 4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act, MCL 559.205. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.
- 4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit

upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien, at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

- **4.7 Managing Agent.** The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent provided, however, that any compensation paid to the Developer shall be at competitive rates.
- **4.8 Officers.** The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.
- 4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

- 5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. 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 Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.
- **5.2 Determination of Assessments.** Assessments will be determined in accordance with the following provisions:
 - (a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all

expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

- (b) Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.
- (c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.
- 5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment,

for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis.

- 5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget containing common charges to all Co-owners.
- 5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt 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.
 - Legal Remedies. In the event of default by any Co-owner in paying (a) the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.
 - (b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or

grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

- (c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use 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 the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.
- (d) Application of Payments. Money received by the Association in payment 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 assessments; and third, to installments of assessments in default in order of their due dates.
- **5.6 Financial Responsibility of the Developer.** The responsibility of Developer for assessments is as follows:
 - (a) Pre-Turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.
 - **(b) Post-Turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.
 - (c) Exempted Transactions. Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments that become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

- 6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:
 - (a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.
 - **(b)** Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered

by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

- (c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees, and all others who are responsible for handling funds of the Association.
- (d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.
- (e) Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer, or the Association, which rights are waived.
- **(f) Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- **6.3** Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:
 - (a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.
 - (b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and such Co-owner shall be

responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

- (c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.
- (d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.
- **6.4 Eminent Domain.** The following provisions will control upon any taking by eminent domain:
 - (a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condomnation award, be divested of all interest in the Condominium Project.
 - (b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more 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.
 - (c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the 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 by any Co-owner.

- (d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
- (e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

- **7.1 Design Standards.** Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.
- 7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.
- 7.3 Review Committee. Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.
- 7.4 Architectural Review. Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as

the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

- 7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.
- **7.6 Specific Requirements.** All approvals required by this Article shall comply with the following requirements:
 - (a) Construction Materials. Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of shingle construction using cedar, fiberglass or asphalt shingles or other approved constructions and materials. Driveways shall be of a consistent material, either concrete, asphalt or brick, and children's play areas shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements. All residences will meet or exceed all requirements of the Township of Marion.

Plans for proposed finishing of any terrace level shall be submitted with the application for approval, whether such construction will be completed currently or at a future date.

(c) Garage. Each residence must be equipped with an attached garage of not less than two stalls.

- (d) Fencing. Wood fences and chain link fences are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a decorative white vinyl fence or a wrought aluminum fence black in color,, but only after the Review Committee has approved in writing the location of the fence. The enclosed area shall be landscaped or improved in a manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.
- **(e) Pools.** Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.
- (f) Landscaping and Lawn Maintenance. Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by the Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.
 - (i) Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.
 - (ii) Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.
 - (iii) The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.
 - (iv) Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.
 - (v) No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

- (vi) Lawns will be mowed during the growing season before the turf reaches an average height of 5 inches.
- (vii) Dead or fallen frees will be removed from the Owner's property.
- (viii) Dead shrubs will be removed from the Owner's property.
- (ix) Most gardens and planting beds have reasonable quantities of weeds. However, if a garden or planting bed becomes overgrown and a nuisance, the Review Committee may require the weeds to be removed.

Regular lawn maintenance is required even if a home is not occupied or the Owner is currently not there. In the event a yard is not reasonably maintained, the Review Committee will attempt to notify the Owner. If the Review Committee cannot reasonably notify the Owner, or if the Owner does not correct the situation, the Review Committee is authorized to hire the work to be done. The Owner will be billed for the cost, plus a per occurrence fee equal to the greater of \$35 or 10% of the cost.

- (g) Sheds and Other Accessory Buildings. Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:
 - (i) The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.
 - (ii) The location and dimensions must be approved in writing by the Review Committee.
 - (iii) Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.
 - (iv) The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.
 - (h) Wells. No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.
 - (i) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or

appropriately screened so they cannot be seen from the road or from the neighboring property. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

- (j) Letter and Delivery Boxes. The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.
- **(k)** Rules and Regulations. The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.
- 7.7 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.
- 7.8 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable development and sale of the entire Project.
- 7.9 Committee Appointment. Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.
- 7.10 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

- Residential Use. Condominium Units shall be used exclusively for residential 8.1 occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. While the Township of Marion residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.
- 8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.
- **8.3** Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:
 - (a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

(b) Drainage Easements/Soil Erosion Control Measures. There are drainage easements established throughout the condominium project for the benefit of all Co-owners. Those drainage easements are located on both common elements and within the boundaries of Units. Co-owners are prohibited from doing any of the following within any designated drainage area: 1) altering the grade; 2) placing temporary or permanent structures, or other improvements; and 3) the destruction, impairment, or other alterations to any drainage structure.

At the time a Co-owner takes occupancy of his Unit the lawn may not be completely established. The Co-owner is responsible for soil erosion control of their Unit including maintaining and installing temporary and permanent erosion controls measures. Measures may be removed only when a lawn within the Unit is completely established and stabilized.

- (c) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.
- (d) Nuisances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.
- (e) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would violate any law.
- (f) Signs. No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.
- (g) Exterior Lighting. Carriage lights, front entry lights, exterior wall lighting and landscape lighting may be installed providing a warm effect but only

with the prior consent of Developer or the Review Committee. No harsh lighting such as vapor lighting or cold LED lighting (above 4000 degrees Kelvin color temperature) may be used on the exterior of a residence.

- (h) Satellite Dishes and Solar Panels. No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.
- (i) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.
- (j) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.
- (k) Pets and Animals. No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed

from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

- (I) Recreational Vehicles and Parking. Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.
- (m) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.
- (n) Application of Restrictions. Absent an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.
- (o) Vehicle Parking. Disabled or unlicensed vehicles may not be parked outside. Vehicles shall be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.
- (p) Commercial Vehicles. No Unit Owner may park any commercial truck or trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.
- (q) <u>Registered Sex Offenders</u>. No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name

is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

- **8.4** Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.
- **8.5** Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.
- 8.6 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. The Developer's rights include, but are not limited to the following:
 - (a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration.;
 - (b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;
 - (c) The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.
- **8.7 Co-owner Enforcement.** An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against

the Association, its officers, or another Co-owner in the Project, consistent with Article XIII of the Articles of Incorporation.

- **8.8** Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.
- **8.9 Developer Approvals.** During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or 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.

The Developer shall have the right to refuse to approve any plans 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 specifications, grading or landscaping plans, 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 erect the same, and the degree of harmony with the Project as a whole.

- **8.10** Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.
- **8.11** Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the register of deeds office for the County where the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

ARTICLE IX

MORTGAGES

- 9.1 Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.
- 9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.
- 9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:
 - (a) Inspection and Notice. Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.
 - (b) Exemption from Restrictions. A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.
- 9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

- 10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.
- 10.2 Terms of Lease. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.
- 10.3 Remedies of Association. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:
 - (a) Notice. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
 - (b) Investigation. The Co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.
 - (c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate 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 Section 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 the Condominium Project.
- 10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE XI

TRANSFER OF UNITS

- 11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.
- 11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.
- Association Purchase Option. If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

ARTICLE XII

ARBITRATION

- 12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.
- 12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:
 - (a) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

- **(b)** Association's Option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.
- 12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in these Bylaws, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

CIVIL ACTIONS

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. 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 corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

- (a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.
- (b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:
 - (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 corporation to file a lawsuit;

- (b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, 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 corporation's most reasonable and prudent alternative.
- (2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:
 - (a) The number of years the Litigation Attorney has practiced law; and
 - (b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.
- (3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (4) 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.
 - (5) The Litigation Attorney's proposed written fee agreement.
- (6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.
- (c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a 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 attorney with whom the Board consults for that purpose. 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 for use in a civil action. The independent expert opinion will ensure that the members of the corporation 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 the members with the written notice of the Litigation Evaluation Meeting.

- (d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.
- (e) At the Litigation Evaluation Meeting the members 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 corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.
- (f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation 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 retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.
- (g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:
 - (1) The attorney's fees, the fees of any experts retained by the attorney, 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").
- (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.
- (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (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.
- (5) Whether the originally estimated total cost of the civil action remains accurate.
- **(h)** The Board shall meet monthly during the course of any civil action to discuss and review:
 - (1) The status of the litigation;
 - (2) The status of settlement efforts, if any; and
 - (3) The Attorney's Written Report.
- (i) 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 members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.
- (j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

ARTICLE XIV

ELECTRONIC PARTICIPATION

A shareholder, member, or proxy holder may participate in a meeting of shareholders or

members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

- (a) All participants shall be advised of the means of remote communication.
- (b) Participation in a meeting under this section constitutes presence in person at the meeting.
- (c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.
- Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:
 - (1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.
 - The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
 - (3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- 13.1 **Definitions.** All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.
- 13.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

- **13.4 Amendment.** These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed.
- 13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:
 - (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
 - (2) these Condominium Bylaws;
 - (3) the Articles of Incorporation of the Association;
 - (4) the Association (Corporate) Bylaws; and
 - (5) the Rules and Regulations of the Association.



117 NORTH FIRST STREET

SUITE 70

ANN ARBOR, MI 48104

734.662.2200 734.662.1935 FAX

Date:

June 15, 2021

PUD Final Site Plan Review Marion Township, Michigan

Applicant:

Blue South Sunridge, LLC

Project Name:

Tamarack Place

Plan Date:

June 1, 2021

Location:

West side of Peavy Road just south of Alstott Drive

Zoning:

PUD Phase 3 of Sunridge P.U.D.

Action Requested:

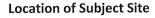
Site Plan Approval Amendment to PUD

Required Information:

As noted in the following review.

PROJECT AND SITE DESCRIPTION

The 93-acre project is the last and final phase of the Sunridge P.U.D. To be called "Tamarack Place" the 4-phase site condominium PUD consists of 144 units + 1 parcel split(Parcel A). A total of 46 acres will be preserved as open space in the form of wetlands, woodlands, walking paths, and the drainage system. The applicant is requesting an amendment to the originally approved PUD. While this phase continues to have 145 units as originally approved the layout has changed due to the further clarification and location of the significant wetlands, drains and other natural features. While the Township has always expected this project to come to a final completion the originally approved traffic circulation patterns have changed and there continues to be significant concerns with the traffic that will be generated once complete and the impact it will have on Township roads.





The site is currently vacant land with a mix of woodlands, trails, open fields and wetlands. We expect significant need for outside agency approvals due to the environmental constraints. These include but are not limited to EGLE and the Livingston County Drain Commission.

Items to be Addressed: 1.) Outside approvals from such agencies as EGLE and the Livingston County Drain Commission due to the significant environmental concerns. 2.) Every effort should be made to preserve as much of the existing woodlands as possible.

AREA, WIDTH, HEIGHT, SETBACKS

SCHEDULE OF REGULATIONS Suburban Residential (SR) District

· · · · · · · · · · · · · · · · · · ·	Required	Provided	Compliance
Lot Area (sq ft.)	32,670 sq. ft.	9,000 sq. ft. +	Complies
Lot Width (feet)	85 ft.	70 ft. +	Complies
Setbacks (feet)	(SR)		Complies
Front	35 ft.	30 ft.	
Side	15 ft.	10 ft.	
Rear	25 ft.	25 ft.	
Maximum Lot Coverage	35%	NA	Complies
Maximum Height (feet)	45	N/A	Complies

Because the use was approved as a PUD, flexibility is allowed in regard to bulk regulations. We note that the building envelope for homes along Lockes Street will be approximately ninety (90) feet from the rear property lines of the homes fronting Peavy Road. In addition, the required twenty-five plus (25'+) foot setback is shown between these units/parcels. A generous mix of coniferous and deciduous trees will act as a good screen between residential uses.

Items to be Addressed: None.

NATURAL RESOURCES

Topography: The topography of the site is very undulating with significant slopes near the southeast corner of the parcel. Trails are provided throughout the site a nice amenity.

Wetlands: Wetland areas are situated throughout the site. We defer further comment to the Township Engineer in regard wetlands being impacted by this proposed development. The applicant has provided a detailed wetland report indicating the several small wetlands throughout the site. All of these appear to be preserved per the plan except for part of .48-acre wetland in the northwest corner of the site. Lot 145(Parcel A) is impacting this wetland and should be removed. Not only in order to preserve the wetland, but it is also located on a previously approved and already built phase of Sunridge. An unnamed watercourse flows through the project and will be preserved.

Woodlands: From the aerial photograph, the site appears to be wooded and there will have to be a significant amount of tree removal for the construction of the roads and dwellings. Again, we note preservation of mature hardwoods should be a priority on the site.

Items to be Addressed: Remove parcel A from the plan as it impacts a wetland and also is part of a different phase.

SITE ARRANGEMENT, ACCESS AND CIRCULATION

The applicant proposes a thirty-one (31') foot wide paved private road serving the 144 units. A typical suburban style layout of winding roads and cul-de-sacs are similar to many projects in the Township and southeast Michigan is proposed. The applicant shall obtain the necessary permits from the Livingston County Road Commission for the curb cuts. We defer to the Township Engineer and Fire Department regarding whether site access and circulation is adequate.

We remain concerned with the amount of traffic that will be generated with the completion of this PUD, the applicant has provided a traffic impact study that should be evaluated for relevance and timeliness by the Township Engineer, however more importantly we recognize that the roads that will be mostly impacted include the paved Mason and Peavy Roads and the gravel Keddle roads which are all under the jurisdiction of the Livingston County Road Commission. As a PUD the Township has the right to require off-site improvements in return for the density bonuses, lot size reductions or other benefits provided the project. The Township Board and Township Engineer in coordination with the Road Commission and developer should agree to specific off-site road improvements to better manage traffic this project will create.

It is our understanding the Township Board had come to an agreement on off-site Livingston County road improvements. This should be clarified with the Planning Commission.

We would require that all construction traffic be accessed from Moray Street, Alstott Drive will not allow construction traffic.

Items to be Addressed: 1) Obtain necessary permits from Livingston County Road Commission for the two proposed drive access locations. 2) Defer to the Township Engineer and Fire Department regarding whether site access and circulation is adequate. 3) Clarify agreed upon off-site improvements for Livingston County Roads.

LANDSCAPING

A landscape plan has only been provided for the project. We are pleased to see that the developer will require at least one deciduous (Maple/Ash/Tulip) street tree per home be planted. In addition, sidewalks and a walking trail are proposed throughout the development. Open space areas will also be planted with a mix of evergreen and deciduous trees. A decorative light pole is proposed at the Alstott entrance. No further streetlights are planned, we expect of the homes will have coach lights and other lighting. Wide access points to the planned open space will be marked with and more visible with the proposed installation of vinyl split rail fencing, these will make residents feel the parks are more accessible for their use.

Items to be Addressed: None.

SIGNS

There is a well-designed proposed sign at the entrance. In addition, the proposed light pole at the entrance should provide visibility of the sign in the evening.

Items to be Addressed: None.

INFRASTRUCTURE

The Township Engineer will review the proposal for infrastructure needs, including but not limited to public water and sewer and stormwater. In addition, the plans must adhere to the Marion Township Engineering Design Standards, especially in regard to private road design. Detailed engineering appears to be provided.

Items to be Addressed: 1) Township Engineer's review for infrastructure needs including public water, sewer and stormwater. 2) Clarify conformance with the Township Engineering Design Standards especially in regard to private roads. 3) Request PUD flexibility and relaxation of standards if not in conformance.

RECOMMENDATIONS

We recommend the Planning Commission approve the final site plan conditional upon the following items being addressed to the satisfaction of the Planning Commission.

- 1. Outside approvals from such agencies as EGLE and the Livingston County Drain Commission due to the significant environmental concerns are required.
- 2. Remove unit A from the plan as it impacts a wetland and also is part of a different phase and not in conformance with section 6.18.F.1.
- 3. Obtain necessary permits from Livingston County Road Commission for the proposed drive access location.
- 4. Defer to the Township Engineer and Fire Department regarding whether site access and circulation is adequate.
- 5. Clarify conformance with the Township Engineering Design Standards especially in regard to private roads. Request PUD flexibility and relaxation of standards if not in conformance.
- 6. Clarify agreed upon off-site road improvements for Livingston County Roads.

CIVIL ENGINEERS LAND SURVEYORS

2183 PLESS DRIVE, BRIGHTON, MICHIGAN 48114-9463 (810) 227-9533 FAX (810) 227-9460 EMAIL: desine@desineinc.com



Mr. Dave Hamann, Zoning Administrator Marion Township 2877 W. Coon Lake Road Howell, Michigan 48843

Re: TAMARACK PLACE

Final Site Plan

Dear Mr. Hamann,

We have prepared final site plan drawings for Tamarack Place, a planned unit development, located West of Peavy Road, South of Alstott Drive, in Section 2 of Marion Township. Plans have been modified from the approved Preliminary Site Plan as noted in the following comments.

Comparison of the development density information for the approved Preliminary Site plan and the proposed Final Site plan:

	Approved Preliminary plan	<u>Proposed Final Plan</u>
Land divisions	1 Parcel	1 Parcel
Site Condominium Units	144 Units	144 Units
Average Site Condo Unit	Area 10,771 sq.ft.	10,618 sq.ft.
Area within Units & Parce	ls 36.12 Acres	36.16 Acres
Private Road ROW area	11.20 Acres	11.30 Acres
Total Open Space	45.99 Acres	45.85 Acres

Site condominium units depicted on the Final Site Plan are a minimum of 9,450 square feet in area, matching the minimum area of units on the approved Preliminary Site Plan.

Road alignments and configuration of the residential units in the Southerly portion of the development have been revised. A unit was relocated from the West side of Lockes Street to the Dalmore Street cul-de-sac, allowing the relocation of the South portion of Lockes Street, and Linkwood Court, to the North 43 feet. Relocation of this portion of Lockes Street provided adequate area to grade to the South property line without the need for a retaining wall system, providing an improved drainage swale South of Units 92 through 101.

Units located on Dalmore Court were relocated to the Northwest side of the cul-de-sac to preserve additional trees on the South side of the cul-de-sac, backing up to lots 16 and 17 in Marion Heights,

Dave Hamann Tamarack Place June 1, 2021 Page 2

and allow for walkouts on these units. Dimensional adjustments have also been completed on units 125 and 126, redistributing excess area to units 124 and 127. Units 129 and 130 have been reconfigured to provide an improved building area on each of these units.

Development phases have been modified and a separate Phase plan containing a description for each phase has been provided. Phase 1 consists of Units 1 through 36, private roads, sidewalks and pathways within phase 1, road access to both Alstott Drive and Peavy Road, and will include storm water detention basins "M" and "N". Phase 2 shall consist of Units 73 through 111, private roads, sidewalks and pathways within phase 2, and storm water detention basin "L". Phase 3 shall include Units 37 through 47, Units 50 through 72 and Units 112 through 115, private roads, sidewalks and pathways within phase 3. Phase 4 shall consist of Units 48 and 49, and Units 116 through 144, private roads, sidewalks and pathways within phase 4, and storm water detention basin "K".

Access to the development will be provided by private road connections to Alstott Drive and Peavy Road. Proposed access locations are the same as depicted on the approved Preliminary plan. The Livingston County Road Commission has prepared a sight distance review of both private road access locations. Additionally, an acceleration/deceleration lane has been provided for the Alstott Drive intersection with Peavy Road.

Proposed water main has been modified to reflect the changes to the road alignment. Water service leads have been adjusted based on the revised unit layout within the development. Water main stubs and easements have been provided for connection to future water main West, from the Scapa Street cul-de-sac, and to the South from the Dalmore Street cul-de-sac.

Sanitary sewer has been modified through the development to reflect the changes in road alignment. Sanitary sewer leads have been adjusted to coordinate with the revised unit layout.

The storm water management system has been revised to reduce discharge of detained storm water into the existing drain system at a peak rate of 0.10 cfs/acre in accordance with requirements of the Livingston County Drain Commissioner. Drainage plans have been submitted to the Livingston County Drain Commissioner's office for a drainage review.

Should you have questions pertaining to the revised plans, please contact me at your convenience.

Respectfully, **DESINE INC.**

Wayne M. Perry, P

203925\Final Site Plan submittal 06-01-2021

LIVINGSTON COUNTY ANIMAL CONTROL ORDINANCE

LIVINGSTON COUNTY, MICHIGAN

RESOLUTION #2020-06-163

EFFECTIVE: 6/28/2020

APPROVED: 6/22/2020

An Ordinance relating to and providing for animal control within the boundaries of Livingston County; purpose of Ordinance; definitions: County Animal Shelter Director, their duties, authority, responsibilities and removal from office; Animal Control Officers, their duties, authority and responsibilities. Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment of dogs and other animals and redemption of dogs and other animals impounded; euthanasia and seizing of dogs and other animals; regulation of kennels; enumeration of certain violations and procedure therefor; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and disbursements of funds; construction; repeal.

THE PEOPLE OF THE COUNTY OF LIVINGSTON, MICHIGAN, DO ORDAIN:

ARTICLE I - PURPOSE

Deeming it advisable in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of the dog licensing provisions of the State of Michigan and, in particular, Act 339 of the Public Acts of 1919, as amended, being MCL 287.261 to 287.290, Act 426 of the Public Acts of 1988, as amended, being MCL 287.321 – 287.323; Act 328 of 1976, being MCL 433.11 – 433.20; and to include any additional amendments of the Michigan Compiled Laws. To create the position of Animal Control Officer, define duties, authority and responsibilities, to create the Animal Shelter Department and the position of Animal Shelter Director, and to regulate and control the conduct, keeping and care of dogs and certain other animals, the County of Livingston, Michigan, does hereby adopt the following Ordinance.

ARTICLE II - DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the following meanings respectively designated for each:

- (a) ADEQUATE CARE means the provision of sufficient food, water, shelter, tethering and medical attention to maintain an animal in a state of good health.
- (b) AGGRESSION: The term aggression refers to observed or historical behavior that makes an animal a danger to the health and safety of people or other animals.
- (c) ANIMALS: Unless otherwise stated, the word "Animal" as used in this ordinance shall refer to "Domesticated Animals" a population that have had their behavior, life cycle or physiology systemically altered as a result of being under human control. Including but not limited to birds, fish, mammals and reptiles.
- (d) ANIMAL CONTROL OFFICER means a Deputy or any person employed by Livingston County in the Livingston County Sheriff's Office for the purpose of enforcing this Ordinance or State statutes pertaining to dogs or other animals, as well as persons or deputies employed by the County to enforce this Ordinance.
- (e) ANIMAL SHELTER means Livingston County Animal Shelter or a facility that is contracted with the county for the purpose of impound.

LIVINGSTON COUNTY

AMENDED: 6/22/2020

Page 1 of 17

EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163

- (f) BOARD OF COMMISSIONERS means the Livingston County Board of Commissioners.
- (g) COUNTY means the County of Livingston of the State of Michigan.
- (h) DAY means Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturdays, Sundays, and holidays during which County offices are closed shall not be included in the definition of DAY.
- (i) ANIMAL SHELTER DIRECTOR means the person employed by or contracted by the Animal Shelter to fulfill duties and responsibilities of acting in accordance with the Michigan Compiled Laws.
- (j) EUTHANASIA means the humane destruction of an animal accomplished by a method that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced by an approved agent that causes painless loss of consciousness and subsequent death.
- (k) HARBOR means to feed or shelter an animal(s) for three (3) or more consecutive days.
- (I) IMPOUND means to place in an animal shelter, or other authorized facility, an animal for shelter purposes.
- (m) KENNEL means any establishment, except a pet shop, animal shelter or pound licensed pursuant to MCL 287.331 to 287.340, wherein or whereon three (3) or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, constructed so as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged therein. This definition shall not be deemed to apply to a litter of puppies with their mother and under six (6) months of age.
- (n) LARGE CARNIVORES shall include but not be limited to a lion, leopard, jaguar, tiger, cougar, panther, cheetah or bear.
- (o) LIVESTOCK means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, hogs, swine, and furbearing animals being raised in captivity.
- (p) NEGLECT means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.
- (q) NON-AGRICULTURAL AREA means any area zoned by a city, village, township or other governmental body, agency or commission as other than for agricultural purposes.
- (r) OWNER, and "persons owning premises" shall mean both the owner of title of record and those occupying or in possession of any property or premise.
 - The term "owner," when applied to the proprietorship of an animal, means every person having a right of property in the animal, an authorized agent of the owner, and every person who keeps or harbors the animal or has it in their care, custody or control, and every person who permits the animal to remain on or about the premise occupied by him. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming or training business, or veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being MCL 287.308..
- (s) PERSON: The word "person" shall include state and local officers or employees, individuals, corporations, copartnerships and associations.
- (t) LAW ENFORCEMENT / PEACE OFFICER means any person employed or elected by the people of the State of Michigan, or by any city, village, county or township whose duty it is to preserve peace or make arrest or to enforce the law, and includes game, fish and forest fire wardens and members of the State Police and Conservation Officers.
- (u) POULTRY means all domestic fowl, ornamental birds and game birds possessed or being reared under authority of a breeder's license pursuant to part 427 (breeders and dealers) of the Natural Resources and Environmental Act. Act 451 of the Public Acts of 1994, being MCL 324.42701 324.42714.
- (v) RABIES SUSPECT ANIMAL means any animal which has been determined by the Michigan Department of Health and Human Services to be a potential rabies carrier and which has bitten a human, or any animal which has been in contact with or been bitten by another animal which is a potential rabies carrier, or any animal which is a potential rabies carrier which shows symptoms suggestive of rabies.
- (w) SANITARY CONDITIONS means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health.

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- (x) SERVICE DOG means any dog which is trained or being trained to aid a person who is blind, hearing impaired, or otherwise disabled under MCL 287.291 (1970 PA 207), or any dog which is trained or being trained for law enforcement or as a private security animal.
- (y) SHELTER means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structure or natural features in accordance with MCL 750.50
- (z) SPORTING DOGS: Three or more sporting dogs shall be under the definition of Kennel Dogs.
- (aa) STATE means the State of Michigan.
- (bb) STATE OF GOOD HEALTH means freedom from disease, illness and in a condition of proper body weight and temperature for the age and species of the animal, free from parasites, sores and any disease of the skin as a result of improper grooming.
- (cc) STERILIZED means an animal which has, by virtue of a surgically performed castration or ovariohysterectomy or other recognized veterinary procedure been rendered incapable of sexual reproduction.
- (dd) TETHERING means the restraint and confinement of an animal by use of a chain, rope, or similar device.
- (ee) TREASURER means the Livingston County Treasurer.
- (ff) VETERINARIAN means a person licensed to practice veterinary medicine under Article 15 of the Public Health Code, 1978 PA 368, MCL 333.16101 to 333.18838.
- (gg) WILDLIFE: Shall mean all fur bearing animals and birds by definition of the Department of Natural Resources.
- (hh) WOLF-DOG HYBRID: Shall mean a canid resulting from the breeding of any of the following: A wolf with a dog; a wolf-dog cross with a wolf-dog cross; in accordance with 2000 PA 246.

ARTICLE III – ANIMAL SHELTER, ANIMAL SHELTER DIRECTOR & ANIMAL CONTROL OFFICER DUTIES, AUTHORITY & RESPONSIBILITIES

Section 1. The Livingston County Animal Shelter Department is established for the operation of the Animal Shelter, under the direction of the Animal Shelter Director. The Animal Shelter Director shall be appointed by the Board of Commissioners, and shall report to the County Administrator. The Animal Shelter Director need not meet the qualifications of an Animal Control Officer as set forth in MCL 287.289b. The duties of the Animal Shelter Director may be assigned by the Board of Commissioners to another public agency or a private contractor. The Board of Commissioners shall maintain the animal shelter for the purposes set forth herein. Said person shall report to the County Administrator, and serve at the pleasure of the Board of Commissioners. The Animal Shelter Director is not responsible for oversight of Animal Control Officers.

Section 2. Animal Control Officers will be a part of the Sheriff's Office Uniform Services Division. They may be deputized by the Sheriff as a peace officer to enforce this ordinance and state statutes pertaining to control, regulation and protection of dogs and other animals, including the issuance of tickets, citations or summonses to persons in violation of this ordinance and or state statutes. Animal Control Officers and enforcement of this ordinance will be under the oversight of the County Sheriff outside of listed Animal Shelter responsibilities.

Section 3. In lieu of all fees and other remuneration under the statutes of this State, the Animal Shelter Director and employees, except census takers, shall be paid a salary as established and determined by appropriate resolution of the Board of Commissioners.

<u>Section 4</u>. The Animal Shelter Director, their employees and Animal Control Officers, shall act reasonably and with the exercise of judgment in the enforcement of the State Law and this ordinance in reference to animals.

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The following duties, in addition to those stated elsewhere in this ordinance and state statutes, shall include the following:

- (a) The Animal Control Officer shall promptly seize, take up and place in the animal shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the statutes of the State. In the event the animal shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State law, the Animal Control Officer shall place such animals in such alternative facilities as authorized by the Board of Commissioners and permitted by the statutes of the State.
- (b) An Animal Control Officer shall either have had a minimum course of study of not less than one hundred (100) instructional hours as prescribed by the Michigan Department of Agriculture or be deputized as a peace or police officer. Upon meeting either of these requirements, the Animal Control Officer, shall be legally authorized to have the power and duty to issue appearance tickets, citations or summons to those persons owning, keeping or harboring dogs contrary to the provisions of this Ordinance or the statutes of the State.
- It shall be the duty of the Animal Shelter Director to destroy in a humane manner, all impounded dogs (c) or other animals lacking a collar, license or other evidence of ownership after being impounded for four (4) days, or if the animal has a collar, license or other evidence of ownership, seven (7) days from the date of mailing to the animal's owner written notice that the animal has been impounded. If, however, the Animal Shelter Director, believes said dog or other animal is valuable or otherwise desirable for keeping, the Animal Shelter Director or assistants may release said dog, or other animal, after the required holding period, to any person who will undertake to remove said animal from the County or keep said animal within the County in accordance with the provisions of this Ordinance and the statutes of the State, including compliance with licensing and vaccination requirements, upon payment of the proper charge for the care and treatment of said animal while kept in the animal shelter or dispose of said dog or other animal in a manner approved by the Board of Commissioners. Such regulations regarding the sale of animals from the animal shelter and boarding and other charges shall be posted in a conspicuous place at the animal shelter. The bodies of all animals destroyed at the animal shelter or elsewhere in the County shall be disposed of by the Animal Shelter Director or their assistants, in a manner approved by the Board of Commissioners and in compliance with the statutes of the State. Any animals voluntarily turned in to the animal shelter by the owner thereof for disposition need not be kept for the minimum period set forth herein before release or disposal of such animal is made by the Animal Shelter Director or their assistants, as provided herein.
- An Animal Control Officer shall promptly investigate all animal bite cases by a rabies suspect animal involving human exposure and shall search out and attempt to discover the animal involved and shall either seize and impound or require its owner to quarantine the animal for examination for disease in accordance with Article V of this Ordinance and/or the statutes of the State. In the event the owner of a quarantined animal is unable to maintain the quarantine during the required period, the owner shall deliver said animal to the animal shelter or, upon notice to an Animal Control Officer, to a veterinarian clinic for impoundment. Failure of an owner to maintain quarantine or to deliver a quarantined animal for impoundment shall constitute a civil infraction punishable as set forth in Article IX of this Ordinance. In addition to such penalty, an Animal Control Officer shall seize and impound the quarantined animal.
- (e) The Animal Control Officer may assume the duty provided MCL 287.276 to determine and locate all unlicensed dogs, to list such dogs, and to deliver said list on or before June 1st of each year to the Treasurer for the necessary proceedings as provided by this Ordinance and/or the statutes of the State.
- (f) An Animal Control Officer is hereby authorized and empowered, in accordance with the provisions of this Ordinance, upon probable cause and issuance of a warrant, or exigent circumstances, to enter upon private premises for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog or dogs and whether the owners of said dogs have complied with the appropriate provisions of this Ordinance and the statutes of the State and to apprehend and take with them any dogs for whom no license has been procured in accordance with this Ordinance and the statutes of the State or for any other violation hereof. The provisions of this sub-section shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.
- (g) An Animal Control Officer shall have the right to inspect any kennel, a license for which has been issued by the Treasurer pursuant to this Ordinance and the statutes of the state, and shall have the duty to suspend said license if, in their opinion, conditions exist which are unhealthy or inhumane to the animals kept therein pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a reasonable period of time. The Animal Control Officer shall have

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- the right, to investigate complaints of dogs or other animals alleged to be dangerous to persons or property and shall have the right to seize, take up and impound such animals.
- (h) An Animal Control Officer shall have the right to investigate complaints of cruelty to dogs or other animals, livestock or poultry and shall have the right to seize, take up and impound any dog or other animal, livestock or poultry which has been subject to such cruelty.
- (i) The Animal Shelter Director or their employees, if authorized by the Treasurer, shall, at all times, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal Shelter Director, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal Shelter Director shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the Animal Shelter office. All fees and monies collected by the Animal Shelter Director or their assistants as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- (j) An Animal Control Officer will inspect all kennels in the County.
- (k) All Animal Control Officers will conduct themselves in a professional manner and be properly uniformed and identifiable to the public.
- (I) An Animal Control Officer and the Animal Shelter Director shall have such other duties relating to the enforcement of this Ordinance as the Board of Commissioners may, from time to time, provide.

Section 5. It shall further be the duty of the Animal Control Officer to enforce the provisions of this Ordinance and the statutes of the State pertaining to dogs and other animals, and they may make complaint to the appropriate District Court or other appropriate court in regard to the violation thereof.

<u>Section 6</u>. The. Animal Shelter Director or their employees shall dispose of any animal, livestock or poultry seized, taken up and/or impounded as provided for herein, in accordance with the provisions of this Ordinance and/or the statutes of the State.

<u>Section 7</u>. All suspensions and/or revocations of licenses and all seizures for cruelty or dangerousness as provided for herein, shall be in accordance with such rules and regulations as are adopted from time to time by the Board of Commissioners.

Section 8. The Animal Shelter Director may be removed from office for good cause shown after a hearing before the Board of Commissioners and after first being given reasonable notice of a time, date and place of said hearing. A vote for removal or non-removal shall be by majority vote of the Board of Commissioners.

ARTICLE IV - LICENSING AND VACCINATION

Section 1. It shall be unlawful for any person to own any dog of licensing age as set forth in Section 2 of this Article, unless the dog is licensed as hereinafter provided, or to own any dog of licensing age that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture, attached, as hereinafter provided, except when engaged in lawful hunting accompanied by its owner; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly on leash; or for any person except the owner, to remove any collar and/or license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, farm dogs, hunting dogs, and other dogs, when accompanied by their owner, while actively engaged in activities for which such dogs are trained, to stray unless held properly on leash.

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163 Section 2. All dogs except those covered by a kennel license obtained pursuant to Section 7 of this Article shall be licensed as follows:

- The owner of any dog four (4) months old or over, except as provided in Section 3 of this Article, shall apply to the county, township or city treasurer or his / her authorized agent, where the owner resides, in writing, for a license for each dog owned or kept by him / her. The owner must apply for a license by one of the following, at the owner's option: 1) the last day of the month of the dog's current rabies vaccination every year; or 2) the last day of the month of the dog's current rabies vaccination every third year. Such application shall state the breed, sex, age, color and markings of such dog, and the name and address of the current owner. Such application for a license shall be accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.
- (b) Any person becoming the owner of any dog four (4) months old or over, and that is not already licensed, shall apply for a license within 30 days. Any person owning a dog which will become four (4) months old, shall apply for and secure a license for such dog within seven (7) days of the date in which the dog reaches such age. The license application to be used for a license under this subsection shall be the same as required in Section 2(a) of this Article, accompanied by a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 3. No dog shall be exempt from the rabies vaccination requirements set forth in Section 2 of this Article. The owner of a dog of licensing age under this Ordinance shall at all times keep said dog's rabies vaccination current and be able to produce a valid certificate of vaccination for rabies signed by a licensed veterinarian, certifying that the dog has been vaccinated for rabies with a vaccine licensed by the United States Department of Agriculture.

Section 4. The license fees for dogs licensed under Section 2 of this Article shall be as follows:

- (a) The fee for licenses acquired for male or female dogs that are not surgically sterilized, and for surgically sterilized male or female dogs shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (b) For dogs reaching the age of four (4) months, the owner thereof shall obtain a license within seven (7) days of the date in which a dog reaches four (4) months of age at the rate set forth in Section 4(a) of this Article.
- (c) A dog which is used as a service dog for a person with a disability is not subject to any fee for licensing, as provided in MCL 287.291.
- (d) The license fee for any dog for which a license has not been obtained in accordance with Section 4(a) and (b) of this Article shall be considered delinquent and the fee for acquiring a license for such a dog which has not been surgically sterilized and for such dog which has been surgically sterilized shall be the sum the Board of Commissioners shall require by resolution of a majority of the Board.
- (e) The dog license fees as herein established may be changed from time to time on or before November 1st of each year, and for subsequent years, by the Board of Commissioners by resolution of a majority of the Board.
- (f) Current dog licenses issued by other counties within Michigan, and any other governmental agencies, shall be honored in Livingston County until the expiration of said license.

Section 5. No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from one person to another within the same county, the license of such dog may be likewise transferred, upon proper notice in writing by the last registered owner, given to the Treasurer who shall note such transfer upon his records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.

Section 6. If the dog license tag is lost, it shall be replaced by the Treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of fact regarding the loss of such tag.

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- Section 7. All kennels shall be subject to the following:
- (a) Any person who wishes to own, keep or operate a kennel may, in lieu of individual licenses required under this Ordinance, and under the statutes of the State shall on or before June 1st of each year, apply to the Treasurer for a kennel license entitling them to own, keep or operate such kennel in accordance with the applicable statutes of the State, which includes MCL 287.270.
- (b) The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.
- (c) Any approved kennel license will be valid for one (1) calendar year from the date of issuance.
- (d) In order to obtain or renew a kennel license within Livingston County, except in a city, township or village with their own ordinance that prohibits kennels, shall, within thirty (30) days prior to start of such operation or within thirty (30) days prior to expiration date of previously issued license shall obtain a kennel inspection by an Animal Control Officer and be certified that the kennel meets the requirements in accordance with statutes of the State.
- (e) All kennels must be kept sanitary and provide adequate housing for and humane treatment to the dogs kept therein.
- (f) Refusal of inspection shall result in a civil infraction and immediate suspension of license.
- (g) A Kennel will be available for inspection by an Animal Control Officer or Law Enforcement Officer / Deputy who lawfully is investigating a complaint of abuse or neglect involving that kennel.
- (h) A kennel inspection fee and renewal fee shall be set forth by resolution of the Board of Commissioners.
- (i) A veterinarian hospital is not considered a kennel under this ordinance.
- (j) Issuance of a kennel license does not relieve or exempt the owner of the kennel from the requirement in Section 3 of this Article that all dogs of licensing age have a current rabies vaccination, with a vaccine licensed by the United States Department of Agriculture evidenced by a valid certificate of vaccination for rabies, signed by a licensed veterinarian.
- (k) The fee to be paid for a kennel license shall be \$10.00 for ten (10) dogs or less, and \$25.00 for more than ten (10) dogs. Double the original license fee shall be charged for each previously licensed kennel whose kennel license has expired and is applied for after June 1st. Failure to obtain such kennel license shall be punished as set forth in Article IX of this Ordinance.

ARTICLE V - CONFINEMENT, QUARANTINE, HEALTH INSPECTION AND DISPOSAL OF DOGS/ANIMAL IN BITE CASES

Section 1. All bite cases involving a dog or other rabies suspect animals and human exposure shall be reported to a Livingston County Animal Control Officer and the Livingston County Health Department. During the hours in which these agencies are closed, all such bite cases shall be reported to the Livingston County Sheriff's Office.

Section 2. Any dog or cat kept as a pet that shall bite a person, shall be securely confined by the owner thereof inside an appropriate building or enclosure for a minimum period of ten (10) days following the biting of such person. A dog or cat that bites another animal or livestock may be subject to the above confinement at the direction of the Health Department. In the event that the owner of such animal is unable to or fails to securely confine the animal for such period of time, then in that event, an Animal Control Officer may take possession and custody of such animal and confine it at the Animal Shelter until the expiration of said ten (10) days and upon satisfactory evidence that said animal is not suffering from rabies. The owner of such animal kept at the Animal Shelter shall bear the costs thereof. Any dog or cat running loose after biting a person, animal or livestock, and whose owner cannot be determined, shall be confined for a period of ten (10) days at the Animal Shelter in accordance with the provisions of this section and thereafter disposed of in accordance with the provisions of this Ordinance, or such regulations as are in effect at the Animal Shelter.

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EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163 Section 3. Any rabies suspect animal other than a dog or cat which shall bite a person, animal or livestock, shall be turned over to and/or seized by an Animal Control Officer for impoundment at the Animal Shelter. The Animal Control Director or their employees shall immediately destroy said animal and have it tested for rabies.

Section 4. If a dog or cat has NOT been vaccinated for rabies prior to its biting a person, animal or livestock, the owner shall wait ten (10) days (quarantine period) and then have the animal vaccinated.

Section 5. If the owner observes during the quarantine period that his dog or cat is getting ill (upset stomach, paralysis, difficulty in swallowing, etc.) or that there seems to be a change in the animal's usual disposition and actions (becomes highly excitable, unusually quiet, etc.), the owner shall call the Livingston County Health Department, the Livingston County Animal Shelter, or a veterinarian immediately. If the dog or cat dies, the owner shall call the Livingston County Health Department and the Livingston County Animal Shelter during regular business hours, or contact the Livingston County Sheriff's Office after regular business hours.

Section 6. The owner of a quarantined dog or cat shall not, under any circumstances, before the quarantined period has passed:

- (a) Kill the dog or cat;
- (b) Dispose of the dog or cat in any manner; or
- (c) Remove the dog or cat from his property without first notifying an Animal Control Officer or the Animal Shelter and having the dog or cat observed by an Animal Control Officer or his representative and obtaining the consent of the Animal Control Officer to the removal of the dog or cat from the owner's property.

Section 7. At the expiration of a dog's or cat's quarantine period, the owner shall bring the dog or cat to the Animal Shelter for health inspection and completion of required forms.

Section 8. If, at any time during a dog's or cat's quarantine, during the health inspection thereafter, the dog or cat is determined by the Animal Control Officer to have rabies, said dog or cat shall be disposed of as the Animal Shelter Director directs.

Section 9. Failure of the owner of a dog or other rabies suspect animal which has bitten a person, animal or livestock to comply with this Article shall be in violation of this Ordinance and subject to the penalties set forth in Article IX.

ARTICLE VI - ANIMAL SHELTER: IMPOUNDMENT and RELEASE

Section 1. All dogs found running at large shall be seized by an Animal Control Officer or Law Enforcement, and impounded at the Animal Shelter for a period of four (4) days if the dog lacks a collar, license or other evidence of ownership. If the dog possesses a collar, license or other evidence of ownership, it shall be held for a period of not less than seven (7) days from the date of mailing the notice of the dog's impoundment to its owner. After the required holding period has elapsed, the dog may be adopted, transferred to another licensed shelter / rescue or humanely euthanized if not claimed by the owner, in a manner authorized by this Ordinance and the statutes of the State.

Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of the Animal Shelter Director, Officer or Veterinarian, or to any animal voluntarily delivered to the Animal Shelter by the owner thereof requesting humane euthanasia. Such animals may be humanely euthanized at any time.

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Section 2. Immediately upon impounding a dog or other animal, the Animal Control Officer shall make every reasonable effort to notify the owner of such dog or other animal so impounded and inform such owner of the conditions whereby custody of such dog or other animal may be regained pursuant to the regulations for the operation of the Animal Shelter.

Section 3. An owner may redeem a dog from the Animal Shelter by executing a sworn statement of ownership, furnishing a license and tag as required by this Ordinance and State law, and paying the following fees:

- A daily boarding fee, commencing the day following the day of impoundment, which has been set by the Board of Commissioners by resolution of the majority of the Board.
- A fee for any vaccinations against any disease other than rabies and other veterinary care which the (b) animal shelter may have provided to the dog. A dog pick-up fee of \$20.00 for the first time, \$50.00 for the second pick-up, \$100.00 for the third pick-up and \$100.00 for each pick-up thereafter. If a dog is picked up at times other than normal County working hours, an extra fee of \$20.00 shall be charged. When a dog is picked up for the third time the Animal Control Officer shall issue a civil infraction citation to the owner for violations of this Ordinance.
- If a dog owner is unable to prove that the dog has a current license and a valid certificate of rabies (c) vaccination, the owner shall in addition to the fees set forth above, pay the fees established for licensing and rabies vaccination.
- All fees required by this section shall be set by the Board of Commissioners by a resolution of the majority of (d) the Board, and may be changed from time to time by the Board of Commissioners. A current listing of such fees shall be posted at the animal shelter.

Section 4. A dog or cat may be released for adoption or transfer from the Animal Shelter subject to the following conditions:

The dog or cat has not been recovered by its owner and the required holding period has expired; or the (a) owner of the dog or cat has signed ownership rights over to the Animal Shelter.

Section 5. The Animal Shelter Director and their assistants may decline to release an animal for adoption under any of the following circumstances:

- The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous (a) five (5) years;
- The existence of other circumstances which, in the opinion of the Animal Shelter Director or an Animal Control (b) Officer, would endanger the health, safety or welfare of people or animals.

ARTICLE VII - KILLING AND SEIZING OF DOGS AND OTHER ANIMALS

Section 1. Any person, including a police officer, may kill any dog or other animal which they see in the act of pursuing, worrying or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by its owner, or its owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this Section, it shall be unlawful for any person, other than a police officer, to kill or injure or attempt, to kill or injure any dog which bears a license tag for the current year. In no event shall the provisions of this section exonerate a person from compliance with the criminal laws of this State, including, by way of an example, the safe discharge of firearms.

Section 2. It shall be lawful for any person to seize any dog or other animal running at large in violation of this Ordinance and to turn said dog or other animal over to the Animal Shelter or an Animal Control Officer.

Section 3. No aggressive or dangerous animal will be adopted or placed from the Animal Shelter. Dangerous and/or aggressive animals will be held for the State mandated holding period

AMENDED: 6/22/2020

EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163 (pending owner claim). Owners may claim their dangerous and/or aggressive animal after they show reasonable proof of ownership and pay fees. Further, an Animal Control Officer will refer the matter to the Prosecutor's Office for a determination regarding potential prosecution for violation of law. If not claimed, the animal will be humanely euthanized.

<u>Section 4</u>. The Animal Shelter Director along with Animal Control Officers have the sole discretionary authority to deem an animal to be aggressive or dangerous.

ARTICLE VIII - ENUMERATION OF CERTAIN VIOLATIONS AND PROCEDURE THEREFORE

Section 1. It shall be a violation of this Ordinance and subject to the penalties set forth in Article IX

- (a) Permit a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes
- (b) Permit an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care.
- (c) Abandon an animal

to:

- (d) Knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to accessible to any animal except rodents.
- (e) Leave an animal unattended for more than twenty-four (24) hours without adequate care.
- (f) Allow any animal to leave the confines of any officially prescribed quarantine area or violate any rules of quarantine.
- (g) Allow a dog not accompanied by its owner to come closer than six (6) feet from a public walkway, roadway, highway, or adjoining property, except when the dog is in an area that is completely fenced in or except when engaged in lawful hunting.
- (h) Allow a dog to show vicious habits or molest passers-by when such persons are lawfully on the public highway or right of way.
- (i) Interfere with, hinder, resist, oppose, obstruct or molest an Animal Control Officer or Law Enforcement in the legal performance of their duties.
- (j) Remove any animal from an Animal Control vehicle or property (live trap); without permission of the Animal Control Officer.
- (k) Hinder, harass, injure or interfere with a dog or animal being used as a service animal or for law enforcement purposes by law enforcement.
- (I) Allow a dog of any age, licensed or unlicensed, wearing a collar or not wearing a collar, to run at large, except when the dog is engaged in lawful hunting or within the effective range of an electronic control device.
- (m) Allow livestock, poultry or any other animal to run at large.
- (n) Allow a dog licensed or unlicensed to attack or bite a person or another animal.
- (o) Allow any animal to destroy property, real or personal, or trespass in a damaging way on property of a person other than the owner.
- (p) Allow a dog, licensed or unlicensed, whether or not accompanied by its owner, to be within the confines of any park when such park, by appropriate designation at its entrance, or any public street, alley or public or private grounds that prohibits dogs.
- (q) Remove a collar or tag from any dog or other animal without permission of its owner, or to decoy or entice any dog or other animal out of an enclosure or off the property of its owner, or to seize, molest or tease any dog or other animal while held or led by any person while on the property of its owner.

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163

- (r) Intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle, motor vehicle, watercraft or drone.
- (s) Withhold reporting information on found animals to the Animal Shelter or an Animal Control Officer; with the intention of keeping such animal.
- (t) Fail to provide medical care when an animal is in pain or distress including but not limited to the following: state of emaciation, unable to rise or walk, unable to urinate or defecate, unable to eat or drink, suffering from an unattended broken bone(s), wounds, burns or contusions, painful or difficulty breathing, passing blood in urine or feces, presence of maggots or infested with other parasites, severe skin disease or indication of pain or distress.
- (u) Refuse to allow kennel inspection for licensing, or during the investigation or complaint regarding cruelty or neglect.
- (v) Fail to obtain a kennel license.
- (w) Fail to obtain a dog license.
- (x) The owner's dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored.
- (y) Tether a dog unless the tether is at least 3 times the length of the dog as measured from the tip of its nose to the base of its tail, and is attached to a harness or non-choke collar designed for tethering.

Section 2. In the event of any of violations set forth in this Article or of a violation of any other provision of this Ordinance, or of the statutes of the State, the Animal Control Officer or other law enforcement, may issue an appearance ticket, citation or summons to the owner of said dog, animal, livestock or poultry, or other person, summoning them to appear before a district court or other appropriate court within the County to answer the charges made in violation of this Ordinance. An Animal Control Officer may sign a complaint before said court for violation of the provisions of State statutes, proceed to obtain the issuance of a warrant and make arrest of the person to whom said violation is charged and bring them before the court to answer the charges. The Court may, in such case, in its discretion, upon a finding of guilty, assess the penalties in accordance with the penalty provision of the State statute charged.

Section 3. In the event of any of the violations set forth in this Article, or of a violation of any other provision of this Ordinance, or of the laws of the State, the Animal Control Officer, other law enforcement or any other person may proceed to obtain authorization of the Prosecuting Attorney and make complaint before a district court or other appropriate court within the County and obtain the issuance of a summons similar to that provided in MCL 287.280, to show cause why such dog, animal, livestock or poultry should not be killed. Upon such hearing, the judge may either order the dog, animal, livestock or poultry to be sold or otherwise disposed of, or may order the dog, animal, livestock or poultry to be sold or otherwise disposed of, or may order the dog, animal, livestock or poultry as it deems proper and necessary under the circumstances, in addition to any of the penalties enumerated herein. This section shall, in no way, affect the provisions of Article III, Section 4(c) of this Ordinance.

Section 4. Costs, as in civil cases, shall be taxed against the owner of the dog, animal, livestock or poultry and collected by the court, from the person complained against upon a finding of responsible. The provisions of this section shall be in the alternative to the provisions for violations set forth in the preceding section and the Animal Control Officer or other police officer may, in his discretion, proceed under either section hereof.

ARTICLE IX - PENALTY

Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed responsible for a civil infraction, and upon being found responsible shall be punished by a fine

LIVINGSTON COUNTY

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020

RESOLUTION #2020-06-163

of not more than ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150). The Court may also order restitution of all costs incurred for the care, custody, treatment and disposition of an animal. Nothing in the ordinance shall be deemed in contravention of state law specifically the Michigan Penal Code, Public Act 328 of 1931, being sections 750.1-750.568 of the Michigan Compiled Laws.

ARTICLE X - PRESERVATION OF CERTAIN RIGHTS

<u>Section 1</u>. Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action at law from any police officer or any other person, except as herein provided.

<u>Section 2</u>. Nothing in this Ordinance shall be construed as limiting the common law liability of the owner of a dog or other animal for damages committed by said dog or other animal.

ARTICLE XI - TREASURER'S RECORDS AND DUTIES

Section 1. On June 15th of each year, the Treasurer may make a comparison of records of dogs actually licensed in each city or township of the County with a report of the Animal Shelter Director, to determine and locate all unlicensed dogs.

Section 2. On and after June 15th of each year, every unlicensed dog, subject to license under the provisions of this Ordinance or the statutes of the State, is hereby declared to be a public nuisance and the Treasurer may immediately thereafter list all such unlicensed dogs, as shown by the returns in the office of the Animal Shelter Director and shall deliver copies of such lists to the Animal Control Officer and the Director of the Michigan Department of Agriculture, as well as those officers listed and set forth in MCL 287.277.

Section 3. The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such record shall contain the name and address of the person to whom each license is issued. In the case of an individual licenses, the record shall also state the breed, sex, age, color and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The record shall be a public record and open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected, by their office or paid over to them by any city or township treasurer.

Section 4. In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of the owner and the license number to whom any license was issued, and the license tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie_evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE XII - FEES AND EXPENSES

Section 1. Every township and city treasurer of Livingston County, Michigan, shall receive the sum, as set by the Board of Commissioners, for each dog license issued for the issuing and recording of same. The remuneration as herein established shall be deemed additional compensation for additional services for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township board or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 2. The Animal Shelter Director may annually make a census of the number of dogs owned by all persons in Livingston County, Michigan, in accordance with statutes of the State. The

LIVINGSTON COUNTY

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020

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Page 12 of 17

Animal Shelter Director is hereby empowered to employ whatever personnel they reasonably believe necessary to conduct this census; such personnel shall receive for their services in listing such dogs such sum as shall be set from time to time by the Board of Commissioners.

Section 3. The duties and obligations herein imposed upon the respective designated officials may be delegated, by each of said officials, to their employees, with like force and effect.

Section 4. The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1st of each year and for subsequent years by action of the Board of Commissioners.

Section 5. All fees and expenses as herein provided for shall be paid in accordance with Article XIII of this Ordinance.

ARTICLE XIII - RECEIPTS AND DISBURSEMENT OF FUNDS

All fees and monies collected under the provisions of this Ordinance unless otherwise directed by the statutes of the State, shall be transferred to the General Fund of Livingston County, Michigan, in accordance with the standard practices of the Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the General Fund of Livingston County, Michigan.

ARTICLE XIV - CONSTRUCTION

Section 1. When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 2. The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by the Michigan Department of Health and Human Services and to the statutes of the State relating to public health.

ARTICLE XV - VALIDITY AND SEVERABILITY

Should any portion of this Ordinance be held invalid for any reason, such portion shall be deemed severable, and the invalidity thereof shall not be construed as affecting the validity of the remaining portions of this Ordinance.

ARTICLE XVI - REPEALER

All ordinances, or parts of ordinances which are inconsistent, or in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

LIVINGSTON COUNTY

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of its adoption is published at least once in a newspaper of general circulation in Livingston County.

ADOPTED: June 22, 2020

By:

Carol Griffith - Charperson County

Board of Commissioners

PASSAGE OF ORDINANCE

I, ELIZABETH HUNDLEY, County Clerk of the County of Livingston, do hereby certify that the above Livingston County Animal Control Ordinance was adopted by the Livingston County Board of Commissioners on the <u>22nd</u> day of ______, 2020.

Elizabeth Hundley

Livingston County Clerk

ADOPTED	#487-085	4/6/1987
AMENDED	#1189-280	11/20/1989
AMENDED	#2008-05-156	5/19/2008
AMENDED	#2010-11-310	11/1/2010
AMENDED	#2018-03-053	3/19/ 2018
AMENDED	#2020-06-163	6/22/2020

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AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163

ANIMAL CONTROL ORDINANCE

COUNTY OF LIVINGSTON COUNTY BOARD OF COMMISSIONERS

NOTICE OF ADOPTION OF ORDINANCE AMENDMENT

PLEASE TAKE NOTICE THAT on JUNE 22, 2020, pursuant to MCL 287.289a and MCL 46.11(j), the Livingston County Board of Commissioners adopted an amendment to the Livingston County Animal Control Ordinance, to enumerate certain violations, to change violations from misdemeanors to civil infractions, to effectuate operational and structural changes, and to make other clarifying revisions.

The amendment to the Animal Control Ordinance is effective upon publication of this Notice of Adoption of Ordinance. A complete copy of the Animal Control Ordinance, as amended, is available for inspection and copying at the office of the Livingston County Clerk, 200 E. Grand River Ave., Howell, MI 48843.

\\cstdc\company\client\livingston\animalcontrol\animal control ord\notice of adoption of animal control ordinance amendment 2020.doc

S:\WP\Policles\Animal Control Ordinance\2020 - Complete Amended Animal Ordinance - 2020-08-163.docx

AMENDED: 6/22/2020 EFFECTIVE: 6/28/2020 RESOLUTION #2020-06-163



LIVINGSTON DAILY PRESS & ARGUS NEWSPAPERS 323 East Grand River Avenue, Howell MI 48843

BE IT MADE KNOWN THAT THE FOLLOWING LEGAL AD APPEARED IN DAILY PRESS & ARGUS

LIVINGSTON COUNTY CLERK OFFICE
200 E GRAND RIVER AVE
HOWELL MI 48843

REFERENCE: 356694

DET-3234880

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

LIVINGSTON DAILY PRESS & ARGUS a newspaper published in the English language for the dissemination of local or transmitted news; which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was published on the date indicated below.

SIGNED BY: Melanie CAltz
NOTARIZED BY: Wilczewski
PUBLISHED ON; _06/28/2020
TOTAL COST: \$70.00



WEATHER Today

פחוביות פחונית ב

Wednesday douds and sun

High B4° Monday

High B5" Lew 66" Thursday

Hessel with High 87° Tuesday

Party sunny and High 88° Law 67°

Surry and pites. 86*

@Acculyeather

Ferecasts and graphics provided by Activities that, Inc. 02020

CITY OF HOWELL **PUBLIC NOTICE**

SE TAKE NOTICE that Ordinance 4934 Amenda

Jane Cartwright, MMC City Clark

COUNTY OF LIVINGSTON **COUNTY BOARD OF** COMMISSIONERS

NOTICE OF ADOPTION OF ORDINANCE AMENDMENT

D6-28-2020 DAILY 356694

(06-21-2020 DALY 35661A

Are you struggling to care for a loved one? Without experience, it can be challenging. We are here for you.

Ask us about our assisted-living and memory-care options.



Sunday Howells

- Formers'



Internet

Continued from Page 1A

Her four sons, in ele-mentary and preschool grades, finished their school year from home school, chargi Stockwell Academy in Harland Township, went to online instruction due to the pandemic and stay-at-home order. She said if school is online next semester, her sporty internet service yould become a bigger problem.

spotty internet service yould become a bigger problem.

"I can't rely on my one bar of ATET cell service out here to teach my kids." I would have to find a home school curricultum, she said. If you are doing multiple Zoom calls that need a lot of download speed, it glitches a lot." Raymond's family has two astellite dishes for the household and one is for her and her husband's landscaping and anow removal business. She said some to high-speed fiber optic cable internet, but the line does not extend to her property.

- Anni 23, 2770

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 Juni 2

School district aims to be Wi-Fi oasis

Fowlerville Commu-nity School Superinten-dent Wayne Roedel sald COVID-19 exposed a critical need for faster connectionspeeds in ru-ral areas.

connecuon specds in rural areas.

When schools went
remote, about 2,000 of
the district's opproximately 2,700 students
were Issued hard copy
packets of learning materials, according to Redel. He said those familles either did not have
home internet or had
service was not fast or
reliable enough for onlineschooling.

"Internet it like elecrichtely, like water, it's become so ingrained in
learning." Roedel said. "I
think the pandemic has
put it in the forefront.
Education can't be that
unequal for Mids."

District officials are
planning to install more
Wi-Fi access points on
buiklings at the high
school and junior high
school and junior high
school complex, so people can park there to use
the internet.

People already park in
spaces within range of
two Wi-Fi access points
installed at the high
school, according to
James Stauble, the district's technology direcfor.

trict's technology director.

Stubbe said thay will install more access points, likely four more, on the school's campus. He said while district officials considered supplying mobile hot apout to families, about half of the district did not have strong enough cell service coverage. He drove all over the district testing hot apoit from different cell providers. District officials also decided to spend more than \$700,000 in school bond funds to purchase Chromebooks for all students K-12, in order to plan shead for the possibility school could be online or have an online

internet infrastructure should be a priority, school official says

Illiam Raymond, 6, accesses his school's homework page on his computer Friday at his Conway Township sme. coorsconton unwoston oxy

DODOC

Roedel said local gov ernment officials, as well as county, state and fed-eral government, should eral government, should address the need for rural Internet.
He hopes "local units

of government see it as a priority for residents," he said, also saying he thinke voters should be saked to pass at salevey to fund the installation of high speed internettines. "There's no financial incentive for (internet providers) to invest in it because there aren't enough people," in rural areas with low population density, he said. While Conway and lose to township officials, as well as county officials and other local elected leaders, have discussed ways to bring more internet to the area in the past, Roedel said those discussions have not yet resulted in schultons. The Livingston County Democratic Executive Committee recently issued a statement calling for the county to have 100% internet coverage by 2024. "The ongoing Covid-19 pandemio has, shown that high-speed internet connection is no longer a luxury and has become as essential to modern life as electricity," county Democratis said in there-lease.

The yealled for several sections, including the formation of a subcommittee of the Livingston County Board of Commissioners to work on getting more realdents hooked up to high-speed internet.

By the numbers: Internet in the county

According to the Federal Communications
Commission, between
20% and 40% of Conway
Township residents have

access to slower internet speeds, but slower internet is also limited in western Livingston County. Depending on the address, between 40% and 80% of residents in the county four western-most townships have access to 200 kbps internet service.

Natalya Anton, Fowlerville District Library's internet service.

Anton said they access the working on a plan to boast and expand the range of the bloary's VVI Fi around the building.

When was are open (in in-person victions) we have people come in and use our Wi-Fi all the lime. Wi-Fi's one of the long, reasons people come to the library on cassion before COVID-19, when his DSL internet at home or it's not fast enough, "Anton said.

Fowlerville father of four Chuck Firman said he has worked at the library on occasion before COVID-19, when his DSL internet at home was not reliable.

Firman also said he has seen the people parked outside of the high chool theater to use the Wi-Hilthere, where he has rehearsed and performed with Towkerville Community Theate.

Our ATET DSL is, at best speeds, running about 2.8 lbbps, and as

about 2.8 Mbps, and as you can Imagine Zoom meetings stalling out when I submit a PDF for work, kids yelling at othercikds to get off YouTube to they can complete a homework assignment, etc., he sald.

He sald he has been following news about the

He said he has been following news about the launch of SpaceX's Starlink satellites into orbit. They would provide internet service, and he would be interested in trying it, he said.

His kids attend Charyl Stockwoll Academy and

Stockwell Academy and finished the school year

RESOLUTION

NO:

2020-06-163

LIVINGSTON COUNTY

DATE:

June 22, 2020

Resolution to Amend the Animal Control Ordinance - Sheriff / Animal Control

WHEREAS, In 1987 the County passed an ordinance that: defined the County Animal Control Officer; Licensing and vaccination of dogs; confinement of dogs and other animals under certain circumstances; County Animal Shelter and impoundment; killing and seizing of dogs and other animals; enumeration of certain violations and procedure therefore; penalties; preservation of certain rights; County Treasurer's duties and records; fees and expenses; receipts and

disbursements of funds; construction; validity and severability; repeal; and

WHEREAS, this ordinance was last amended and adopted March 19th, 2018 by resolution #2018-03-053; and

whereas, in the continued interest of protecting the public health, safety, convenience, and welfare of the citizens of Livingston County there are several operational and structural changes needed which, to effectuate, will require an update to the Animal Control Ordinance; and

WHEREAS, it has been determined that language in the ordinance should be changed to move violations of the ordinance from misdemeanor violations to civil infractions.

WHEREAS, the Animal Shelter Director will serve at the pleasure of the Board of Commissioners.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and adopts the changes to the Livingston County Animal Control Ordinance attached hereto.

BE IT FURTHER RESOLVED that the Livingston County Clerk is directed to cause notice of the adoption of the ordinance to be published in a newspaper of general circulation.

BE IT FURTHER RESOLVED that the ordinance shall take effect when notice of its adoption is published in a newspaper of general circulation.

#

MOVED:

D. Helzerman

#

SECONDED:

G. Childs

CARRIED:

Roll Call Vote: Yes (8): D. Helzerman, R. Bezotte, G. Childs, J. Gross, C. Griffith,

K. Lawrence, W. Green, and W. Nakagiri; No (0): None; Absent (0): None

Excerpts from Marion Township Zoning Ordinance relating to dogs and kennels

Kennel, Commercial: Any lot or premises used for breeding, commercial sale, boarding or keeping of 11 or more dogs over six months of age.

Kennel, Hobby: Any lot or premises used for breeding, commercial sale, or keeping of more than 3 but less than 11 dogs over six months of age.

ARTICLE VI:

GENERAL PROVISIONS

Section 6.01

Intent and Purpose

The following general provisions establish regulations, which are applicable in all zoning districts unless otherwise indicated.

- C. **Household pets:** The keeping of household pets, such as dogs, cats, and other animals generally regarded as household pets is permitted as an accessory use in any residential zoning district provided that the number of pets, except as provided below for dogs, does not exceed eleven (11). If more than three (3) dogs are kept as household pets, none of the dogs kept shall be counted as a household pet nor be considered a permitted accessory use but instead the owner must obtain a hobby kennel permit as provided herein.
- D. **Hobby kennels:** The keeping of more than three (3) dogs, but less than eleven (11) shall only be allowed subject to the hobby kennel provisions of this ordinance and issuance of an appropriate permit by the Township. Hobby kennels are permitted subject to the special conditions in the Rural Residential (Section 8.01) and Suburban Residential District (Section 8.02). Hobby kennels are permitted only by special use permit in the Urban Residential District (Section 8.03) and are subject to the requirements of Section 17.19.B.
- E. **Commercial kennels:** The keeping of eleven (11) or more dogs shall be subject to the commercial kennel provisions of this ordinance. Commercial kennels are only permitted by special use permit in the Rural Residential (Section 8.01.E) and Suburban Residential (Section 8.02.E) Districts and are subject to the requirements of Section 17.19A.

ARTICLE VIII: RESIDENTIAL DISTRICTS

Section 8.01 RR: Rural Residential District

- D. Uses Permitted By Right Subject to Special Conditions
 - 2. Hobby kennels subject to the following conditions:
 - a. A hobby kennel shall be on a lot with a minimum size of 1 acre for the first three (3) animals and one-third (1/3) acre shall be required for each additional dog with a limit of ten (10) dogs.
 - b. Hobby kennels shall only house dogs owned by the occupant of the dwelling unit.

- c. All kennels shall be operated in conformance with all applicable county, state, and federal regulations.
- d. Habitual barking or unusual noise from the kennel, which results in a nuisance to neighboring landowners or residents, is prohibited. The intensity of level of sounds shall not exceed seventy-five (75) decibels at the lot line of industrial uses; sixty-five (65) decibels at the lot line of commercial uses; and fifty-five (55) decibels at the common lot line when adjacent to residential uses and residential districts. The sound levels shall be measured with a type of audio output meter approved by the United States Bureau of Standards.
- e. All dogs must be licensed and maintained in a healthful manner.
- f. Dogs shall be kept confined and not allowed to run at large on the property, except as part of supervised training.
- g. Runs and/or exercise areas and buildings where the dogs are maintained shall be located in the side and/or rear yard only. Kennel runs shall be screened by a solid fence, evergreen screen or wall, which is at least six (6) feet in height. The wall of the principle building or an accessory structure may be submitted for the required screening wall if such wall screens the view of the kennel run from adjacent property.
- h. Accessory buildings where dogs are kept, runs, and exercise areas shall not be located nearer than fifty (50) feet to any adjacent residential lot line.
- i. The premises shall be kept in a clean and sanitary manner to prevent the accumulation of flies, the spread of disease, or offensive odor.
- j. Dog odors shall not be detectable beyond the lot lines of the property in which the kennel is located.
- k. Dust and drainage from the kennel enclosure shall not create a nuisance or hazard to adjoining property or uses.
- I. Exercise yards, when provided for training or exercising, shall not be used between the hours of 10:00 p.m. and 7:00 a.m. During the hours between 7:00 a.m. and 10:00 p.m., dogs shall be permitted in outdoor runs or pens. Dogs shall be confined and not allowed to run at large on the property, except as part of supervised training.

E. Uses Permitted By Special Use Permit: (See specific provisions in Article XVII)

9. Commercial kennels.

Section 8.02 SR: Suburban Residential District

- D. Uses Permitted By Right Subject to Special Conditions:
 - 2. Hobby kennels subject to the following conditions: Same As RR

E. Uses Permitted By Special Use Permit:

10. Commercial kennels.

Section 8.03 UR: Urban Residential District

D. Uses Permitted By Special Use Permit:

11. Hobby kennels.

ARTICLE XVII: STANDARDS FOR SPECIFIC SPECIAL LAND USES

The following standards apply to the uses of land permitted by special use permit. The regulations contained in this Article shall be applied in addition to any other applicable, standard or regulation contained elsewhere in this Ordinance unless specifically noted.

Section 17.19A Commercial Kennels

- A. **Locational Requirements:** Commercial kennels are permitted by special use permit in the Rural Residential and Suburban Residential Districts.
- B. **Site Requirements:** A commercial kennel shall be on a lot with a minimum lot size of five (5) acres for the first eleven (11) dogs and an additional one-third (1/3) acre for each additional animal thereafter.
- C. **Buffering Requirements:** Accessory buildings where dogs are kept, runs, and exercise areas shall not be located nearer than one hundred (100) feet to any adjacent residential lot line.

D. Performance Standards:

- 1. All kennels shall be operated in conformance with all applicable county, state and federal regulations.
- 2. The main kennel building used to house the animals shall be insulated in such a manner that animal noises are minimized.
- 3. Habitual barking or unusual noise from the kennel, which results in a nuisance to neighboring landowners or residents, is prohibited. The intensity level of sounds shall not exceed seventy-five (75) decibels at the lot line of industrial uses, sixty-five (65) decibels at the lot line of commercial uses, and fifty-five (55) decibels at the common lot line when adjacent to residential uses and residential districts. The sound levels shall be measured with a type of audio output meter approved by the United States Bureau of Standards
- 4. Exercise yards, when provided for training or exercising, shall not be used between the hours of 10:00 p.m. and 7:00 a.m.

- 5. During the hours between 7:00 a.m. until 10:00 p.m., animals shall be permitted in outdoor runs or pens. Animals shall be kept confined and not allowed to run at large on the property, except as part of supervised training.
- 6. Runs and/or exercise areas, and buildings where the animals are maintained, shall be located in the rear yard only.
- 7. The kennel area shall be screened from view by appropriate screening as determined by the Planning Commission in conformance with Section 6.13.
- 8. The outside perimeter of the run and/or exercise area of a hobby or commercial kennel shall be enclosed by chain link or cyclone fencing at sufficient height or completely covered on sides and top to prohibit the escape of dogs.
- 9. All dogs must be licensed and maintained in a healthful and careful manner.
- 10. Outdoor runs and breeding areas shall have concrete surfaces, suitable for cleaning by high-pressure water, and shall be provided with an adequate septic system or municipal sewer connection as approved by the Livingston County Health Department.
- 11. The premises shall be kept in a clean and sanitary manner to prevent the accumulation of flies, the spread of disease or offensive odor.
- 12. Dogs odors shall not be detectable beyond the lot lines of the property in which the kennel is located.
- 13. Dust and drainage from the kennel enclosure shall not create a nuisance or hazard to adjoining property or uses.

Section 17.19B Hobby Kennels

- A. **Locational Requirements:** Hobby kennels are permitted by special use permit in the Urban Residential District.
- B. **Site Requirements:** A hobby kennel shall be on a lot with a minimum size of one (1) acre for the first three (3) dogs and one-third (1/3) acre shall be required for each additional dog with a limit of ten (10) dogs.
- C. **Buffering Requirements:** Accessory buildings where animals are kept, runs, and exercise areas shall not be located nearer than fifty (50) feet to any adjacent residential lot line.

D. Performance Standards:

- 1. Hobby kennels shall only house dogs owned by the occupant of the dwelling unit.
- 2. All kennels shall be operated in conformance with all applicable county, state and federal regulations.
- 3. Habitual barking or unusual noise from the kennel, which results in a nuisance to neighboring landowners or residents, is prohibited. The intensity level of sounds shall not exceed seventy-five (75) decibels at the lot line of industrial uses, sixty-five (65) decibels at the lot line of commercial uses, and fifty-five (55) decibels at the common lot line when adjacent to residential uses and residential districts. The sound levels shall be measured with a type of audio output meter approved by the United States Bureau of Standards.
- 4. All dogs must be licensed and maintained in a healthful manner.

- 5. Dogs shall be kept confined and not allowed to run at large on the property, except as part of supervised training.
- 6. Runs and/or exercise areas, and buildings where the animals are maintained, shall be located in the rear yard only. Kennel runs shall be screened by a solid fence, evergreen screen or wall, which is at least six (6) feet in height. The wall of the principle building or an accessory structure may be substituted for the required screening wall if such wall screens the view of the kennel run from adjacent property.
- 7. The premises shall be kept in a clean and sanitary manner to prevent the accumulation of flies, the spread of disease or offensive odor.
- 8. Dog odors shall not be detectable beyond the lot lines of the property in which the kennel is located.
- 9. Dust and drainage from the kennel enclosure shall not create a nuisance or hazard to adjoining property or uses.
- 10. Exercise yards, when provided for training or exercising, shall not be used between the hours of 10:00 p.m. and 7:00 a.m. During the hours between 7:00 a.m. and 10:00 p.m., dogs shall be permitted in outdoor runs or pens. Dogs shall be kept confined and not allowed to run at large on the property, except as part of supervised training.