

**MARION TOWNSHIP PLANNING COMMISSION
AGENDA**

REGULAR MEETING
February 26, 2019
7:30 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INTRODUCTION OF MEMBERS:

APPROVAL OF AGENDA FOR: February 26, 2019 Regular Meeting

APPROVAL OF MINUTES FROM: January 22, 2018 Special Meeting

CALL TO THE PUBLIC:

PUBLIC HEARING:

New BUSINESS:

- 1) Tortatola Lane Site Condo Final Site Plan Review
- 2) BOT request light ordinance for residential area. (Example Howell ordinance)

Old BUSINESS:

- 1) Final changes to Rules and Procedures.
- 2) TXT #04-17 Landscape Nursery Operation review
- 3) TXT#07-17 proposed changes Lots - definition gross versus net (Bob)
- 4) TXT #03-18 Home Occupation (open discussion)
- 5) TXT #01-18 6.20 Private Roads (discuss- length, #ingress/egress, shared driveway, #driveways)

Correspondence and Updates:

MSU Extension Cultivating Local Farm Economies March 21, 2019 Ann Arbor 9am-4pm
Planning Commission Annual Report
Set next Special Master Plan Meeting.

CALL TO THE PUBLIC:

ADJOURNMENT:

DRAFT

Approved by: _____

Larry Grunn, *Chairperson*

Date: _____

**MARION TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES
JANUARY 22, 2019 / 7:30PM**

MEMBERS PRESENT: LARRY GRUNN – *CHAIRPERSON*
BOB HANVEY
BRUCE POWELSON – *VICE CHAIR*
CHERYL RANGE – *SECRETARY*
JAMES ANDERSON

MEMBERS ABSENT: NONE

OTHERS ABSENT: DAVE HAMANN – ZONING ADMINISTRATOR
JOHN ENOS – CARLISLE WORTMAN PLANNER
JESSICA TIMBERLAKE – QUEEN OF OUR ORDER AND VERBIAGE

CALL TO ORDER:

Larry Grunn called the meeting to order at 7:42 p.m.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

Regular Meeting Agenda for January 22, 2019

Bob Hanvey motioned to approve the agenda. Cheryl Range seconded. **Motion carried.**

APPROVAL OF MINUTES:

Approval of the Regular Meeting Minutes for December 11, 2018

Cheryl Range motioned to approve the minutes of the 12-11-2018 minutes. Bob Hanvey seconded. **Motion carried.**

CALL TO THE PUBLIC:

Rick Bigham 4748 Hawthorne Drive. Shared his concern of field/waste water and chemicals in and out of homes. His neighbor was burning chemicals (unknown and very pungent smelling) Also, there is barrel dumping and burying in the back area of that property. He is very concerned about his water in his well-being

compromised. He has worked for Genoa Twp. for years and in his position is very aware of the strict standards to follow for chemical safety. He is hoping the Home Class Ordinance wording is going to stipulate the safety of nearby homes as well as the policing of what is actually going on in that ' Home Business'. He did call the township regarding the burning and the smell. Closed "Call To the Public"

OLD BUSINESS:

1) Annual Organizational Meeting

Larry Grunn nominated Cheryl Range for Secretary. Seconded by Bruce Powelson. Accepted and all supported. Jim Anderson nominated Bruce Powelson for Vice Chair. Seconded by Bob Hanvey. Accepted and all supported.

Bruce Powelson nominated Larry Grunn for Chairman. Jim Anderson seconded. Accepted and all supported. Bob Hanvey spoke about areas in our Rules and Procedures Policy Handbook which will be updated and coming to us to sign and acknowledge receiving.

2) TXT # 07-17 Proposed Changes Lots

Discussion regarding Bob Hanvey's handout from November. Lot/ Net/ Gross - Bob pointed out that the four platted parcels off of Sexton Rd are not treated the same as metes & bounds parcels and our Zoning Ordinance language isn't consistent. We would like our language to be consistent and cover as many possible issues uniformly as we can. Some utility easements are noted in some places and accounted for and yet others are not. Accessory structures sizes are determined based on lot size. Bruce questioned how metes and bounds parcels from the past had the road right-of-way removed from the legal description? Bob answered that the center of the road was taken into consideration on some and that changed the lot size when the property was platted. John (in Nov meeting) wanted to exclude the right of way. Jim asked how the parcels in the assessing system are described. Bob replied that that is also not consistently followed throughout. Sewer/water/utility (overhead lines) are another issue also. Jim Anderson made a motion to postpone this further until Dave and John can have their updated input. Larry Grunn seconded. Motion carried.

3) TXT # 01-18 / 6.20 Private Roads

Discussion regarding private roads. Bob asked how we look at them to determine an appropriate maximum road length. Jim and Larry responded ... one way in and one way out ... the number of units. Jim asked what the concern is. Bob said that the Township uses the county guidelines. But, the only private road in the township that conforms is Small Way off Mason Road. The ZBA has not turned anyone down for road length variance requests for metes and bounds, private roads or condominium layouts. The Meadows West will be handled in the consent judgement. Some things have been addressed but, not changed to clarify. Bruce asked, what is the longest private road that the ZBA has granted? Bob answered almost 2,000 feet for Chestnut Creek off of D19. Triangle Lake Road has the new cluster of homes going in there also that will be about 1,200 feet. Larry pointed out the fire safety equipment capability to perform easily. Some former Planning Commission members suggested 2,640 could be an appropriate maximum. Bruce asked if we have any parcels over a mile long. Bob said probably the Witkowski's from Coon Lk. to Davis Rd although their acres are separate parcel identifications. Premier Farms is another example. Further discussion led to Les Anderson asking one of the board to contact the county road commission before Mike Craine retires to get some better insight. Bob volunteered to do so. Cheryl Range made a motion to postpone this issue until Bob's contact can bring more information about this. Jim Anderson seconded. Motion carried.

Bob shared information regarding driveways in the township. There is a ZBA case scheduled for February requesting two driveways for a single family home. Bruce asked why the township would prevent that. Les Anderson suggested that some horseshoe driveways tend to shine lights into neighboring homes if not considered angled properly.

4) TXT # 03-18 Home Occupation (Class I / Class II)

Bob opened discussion with home accessory structures mentioning a lawyer with an accessory building turned into an office would not bother anyone. The hypnotist that used to be located off of D19 that disturbed no one and most people didn't even know he was there. Both of these examples would require Class II approval under the current ordinance. Jim and Larry pointed out and noted that semi-trucks, large haulers and equipment are very different and bothersome in residential areas.

Open discussion began again with the audience from Hawthorne Drive (Rick Bigham and wife Margaret Bigham) that rain runoff water in small spaces should be treated like the big area spaces when it comes to the protection of our water. The Home Occupation folks start doing one thing then another and then another then the culverts are affected and flood plain. What is the township going to allow on private roads? They want us to protect the wells and water. Larry said policing is a 'how to' question. Bob said the Air Quality Control and DEQ have come to the township to issue infractions and warnings. Bob and Larry spoke about burn restrictions and the fire department being notified. Bruce mentioned the owners (even prior owners) being liable to clean up the damaged areas. The residents are trying to catch things before ground and water damage occurs. Jim said some are just big businesses and not home occupations and how is this deterred? Residents questioned if they are going to be notified if a Home Occupation Class I or II is going to be considered going in their neighborhood? They have been in contact with Dave and they shared about the nine vehicles parked at the home as well as wetlands, the protection of water, road maintenance with flat beds being hauled and loaded back and forth using the private road which they pay to maintain. Heather Harrison (4700 Hawthorne Drive) stated that she and her husband just moved from Brighton with chemical issues seeping into the basement of their home from the nearby business. They are pleading with the township to help in any and every way to offset, prevent and protect their home, property, private roads and the rules and regulations to continue to protect them. They are in an area of five homes with 3+ acres on each site. Greg Busick spoke about the body shop/ mechanical repair/then selling cars on the internet. He is concerned and feels helpless. Cheryl Range motioned to postpone this until Dave could offer insight with his information. Bruce Powelson seconded. Motion carried.

Bruce Powelson asked about the sewage system for the township upgrading possibilities per Jim's future land use map suggestion. Bob replied that there is a \$14 million dollar non-capacity upgrade in the planning stage and it is a very lengthy process.

CALL TO THE PUBLIC:

Les Anderson (who introduced himself to the residents as an elected Trustee member) suggested that the Master Plan meeting may be another possible place for them (the attending residents) to offer input for their concern regarding the future protection of water and their homes. Also, Les said, the sewage system is not to be expanded within the sewage loop.

ADJOURNMENT:

Cheryl Range made a motion to adjourn the meeting at 9:10. Jim Anderson seconded. **Motion carried.**



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

February 1, 2019

Dave Hamann
Marion Township Zoning Administrator
2788 West Coon Lake Road
Howell, MI 48843

RE: Toratola Lane
 Section 26, Marion Township

Dear Mr. Hamann;

In response to the various reviews received over the duration of the development of the plans for this project the following changes and modifications have been noted:

- The preliminary site plan was approved by the Marion Township Board of Trustees on September 27, 2018.
- A variance has been granted by the township for the length of the road through the development, allowing for it to exceed the zoning ordinance mandated maximum length.
- The retention basin is a general common element in a easement allowing for access, maintenance, and use by all co-owners in the development for the exclusive purpose of storm drainage.
- The layout of the units at the cul-de-sac has been previously approved. Units 7 & 11 are designed to have the drive ways as far south as possible, but final unit layout may change based on individual home layouts and buyer preferences.
- Unit 9 is classified as a flag lot with the township and the length of the frontage was adjusted to its current size at the request of the township.
- The limited common elements being limited in use to their adjacent parcels provides benefits to the overall development by preserving the natural features and woodlands existing there currently. Their limited nature provides privacy for the owners of the adjacent units by not allowing unlimited access through their units.
- No development sign is proposed at the entrance of the project.
- Units 3 and 4 have their driveways specifically illustrated to indicate the available space for driveways for these homes. These units will not be able to construct their driveways elsewhere on the unit due to the easement for storm drainage over the proposed retention basin.
- Proposed future structures on the plans are for illustrative purposes only, as final home design is going to be individual to each unit and will not be decided until construction begins on individual units.
- Soil quality was very consistent during testing for septic field locations that we feel that there is no necessity to test soil in the roadway area. Included in the construction notes on the plans is a

note to have the road contractor remove any unsuitable soils found within the roadway area and replace them with suitable fill material.

- The tributary area to the retention area has been modified to account for more drainage from the west side of the proposed road. The retention volume provided remains unchanged as it still meets the required volume.
- The elevations of the rim and inverts of the emergency overflow structure were revised per comments from Spicer Group dated January 15, 2019. In addition to this change, other smaller changes were made per the same comments.

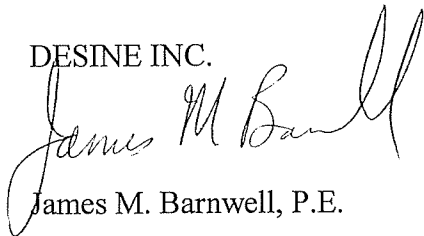
Please find enclosed the for Marion Township Planning Commission consideration for Final Site Plan approval and condominium approval the Five (5) copies of the following:

- 1) **Site Plan dated 1/31/2019**
- 2) **Approval Letter: Livingston County Health Dept 11-26-2018**
- 3) **Approval Letter: Livingston County Road Commission 12-03-2018**
- 4) **Approval Message: Livingston County Drain Commissioner 1-24-2019**
- 5) **Proposed Master Deed and Bylaws**
- 6) **Proposed Exhibit B drawings**
- 7) **(1) CD with above information**

If you have any questions, please contact our office.

Respectfully,

DESINE INC.

A handwritten signature in cursive script that reads "James M. Barnwell". The signature is written in black ink and is positioned above the printed name.

James M. Barnwell, P.E.

Steve Baibak

From: James Barnwell
Sent: Tuesday, January 29, 2019 11:37 AM
To: Steve Baibak
Subject: FW: [EXT] FW: Final Site Plan Review for Toratola Lane Site Condo

From: Dave Hamann [mailto:za@mariontownship.com]
Sent: Monday, January 28, 2019 8:53 AM
To: James Barnwell
Subject: FW: [EXT] FW: Final Site Plan Review for Toratola Lane Site Condo

fyi

Dave Hamann
Zoning Administrator
Marion Township
za@mariontownship.com

From: Ken Recker [mailto:KRecker@livgov.com]
Sent: Thursday, January 24, 2019 5:57 PM
To: Dave Hamann <za@mariontownship.com>
Cc: Rod Soos <RSOos@livgov.com>
Subject: RE: [EXT] FW: Final Site Plan Review for Toratola Lane Site Condo

Dave,
We have no objections to the plan, in part due to it's unique location being outside of any drain special assessment district.

We would note that a Soil Erosion Control permit will be required prior to the start of Earth Disturbance activities.

Ken

P.S. I will attempt to get you a pdf of a water table map. If you think it's something that would be helpful I can bring same by Township hall for you to post.

From: Dave Hamann [mailto:za@mariontownship.com]
Sent: Thursday, January 24, 2019 3:29 PM
To: Ken Recker <KRecker@livgov.com>
Subject: [EXT] FW: Final Site Plan Review for Toratola Lane Site Condo

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Hi Ken, any timing on a final site plan review for this project? Got some issues from the engineer and planner and wanted to get any of your issues back to the applicant so we can schedule a clean review to go to the Planning Commission. Thank you in advance for you review!

Dave Hamann
Zoning Administrator
Marion Township
za@mariontownship.com

From: Dave Hamann [<mailto:za@mariontownship.com>]
Sent: Wednesday, January 02, 2019 9:12 AM
To: Jamil Czubenko <iczubenko@howellfire.net>; KRecker@co.livingston.mi.us
Subject: Final Site Plan Review for Toratola Lane Site Condo

Jamil and Ken,

Here is the final Site Plan Review for the Toratola Lane Site Condo Development. I am attaching the full Final Site Plan Set, the submittal letter, Condo Docs, Bylaws and Master Deed if you wish to review or want something added. If possible can you provide a review on or before January 21,2019. We are following a new process and I will not allow any projects to go to the Planning Commission prior to all major comments and issues addressed. We have been having too many open items left over when a site plan is approved with conditions and I would like to remove all these open issues from the Final Site Plan. Also all projects will be required to do a preliminary and a final from now on unless it is a minor modification to a previously submitted site plan. Thank you in advance for your review and submittal! Let me know if you have any questions!

Dave Hamann
Zoning Administrator
Marion Township
za@mariontownship.com

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

December 3, 2018

Jim Barnwell, P.E.
Desine, Inc.
2183 Pless Drive
Brighton, MI 48114

Re: Toratola Lane, Marion Township, Section 26
LCRC# P-18-02

Dear Mr. Barnwell:

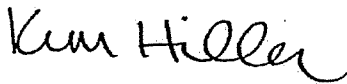
I have completed the review of the revised plans, dated November 15, 2018, for the above-referenced project and have determined the plans to be in substantial compliance with our specifications.

Before a private road approach permit can be issued, the following items need to be addressed.

1. A contractor will need to be selected and the selected contractor must submit a certificate of insurance to the LCRC with the following language: "The Board of Livingston County Road Commissioners, the Livingston County Road Commission, and their officers, agents, and employees are listed additional insured parties with respects to General Liability."
2. The remaining permit fee (\$30.00) needs to be paid.

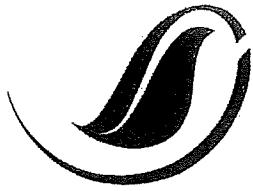
If you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File
Dave Hamann, Marion Township Zoning Administrator (via email)
Ken Recker, Livingston County Drain Commissioner's Office (via email)



LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

(517) 546-9850

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995



ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

November 26, 2018

Desine Inc.
Attn.: James Barnwell, P.E
2183 Pless Drive
Brighton, MI 48114

RE: Preliminary Approval for "Toratola Lane" Site Condominium Community located in Section 26, Marion Township, Livingston County, Michigan.

Dear Mr. Barnwell:

In accordance with Section 71A of Act 59, P.A. 1978 as amended, and the Environmental Health Division of the Livingston County Health Department (LCHD) has reviewed the information submitted for onsite sewage treatment and onsite water supply for the above mentioned site condominium and is granting preliminary Health Department approval in accordance with the restrictions included in this letter.

The proposed "Toratola Lane" Site Condominium consists of 19 single-family units with a minimum size of 43,560 sq. ft. per unit. There is no availability to sanitary waste disposal or community water supply system proposed at this time and none in the foreseeable future. Therefore, each unit will be entirely dependent upon individual onsite water and sewage treatment for long-term use.

The site report and soil data has been submitted, reviewed, and soil conditions confirmed on site. The soil conditions encountered were predominantly sandy loam to coarse sand soil conditions, which is acceptable for the disposal of onsite wastewater.

Hydro-Logic Associates, Inc. have provided the water supply information to us with an assessment of the aquifer proposed to serve the individual wells. As indicated in their report, a total of 2 test wells were drilled on proposed units 2 & 11 and 1 existing well located at 620 Triangle Lake Rd.

Based on information obtained on the test well records along with neighboring well logs, the wells will most likely be completed at depths ranging between 115 and 152 ft. in strata identified as gray

sand. Therefore, the wells within this development shall be drilled to a depth that will penetrate a minimum of 10 ft. thick impervious layer if possible and the well shall be drilled to a depth that will maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined aquifer.

In addition, water samples have been received from the test wells indicating no coliform bacteria present and nitrates were well below the acceptable State limits. Water analysis revealed objectionable manganese, iron and hardness results and serious consideration should be given to installing a filtering and/or water softener system.

Therefore, pursuant to Section 71A of Act 59 of P.A. 1978, as amended, the proposed "Toratola Lane" Site Condominium located in Section 26, Marion Township is granted preliminary approval by this Department contingent upon the following restrictions:

*** Represents all issues that shall be submitted prior to final master deed approval.**

1. No unit shall be used for other than a single-family dwelling.
2. There shall be no future subdividing of any building units, which would utilize individual onsite sewage treatment and/or water supply systems.
3. "Toratola Lane" Site Condominium has been approved for 19 individual units as described in Desine Inc., Job # 173236 site plan dated November 15, 2018, last revision dated November 15, 2018.
4. The wells and septic systems shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites within this development un-buildable. In the future and ensuring the approvals included in this letter; if for any reason modifications to the originally approved septic areas are considered necessary a written request along with an application for soil evaluation and the associated fees shall be submitted to LCHD for review and approvals.
5. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.
6. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.
7. The test wells used to determine onsite water supply adequacy have been drilled on Units 2 & 11. **Prior to Final Master Deed Approval**, any test well not to be used, as the potable water supply system shall be properly abandoned in according to Part 127, Act 368 of the Groundwater Quality Control Act.

8. The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.
9. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage treatment uses.
10. There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment system areas.
11. The onsite sewage treatment systems for Units 1 - 3, 5, 7, 8, 12, & 14 - 18 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system.
12. Unit 14 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade.
13. The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place, as part of the construction of the development has not affected the placement for either the active or reserve sewage treatment systems. This certification must be given stating that there have been no changes on any units affected **prior to master deed approval.**
14. **Prior to master deed approval,** written engineer certification must be given which indicates that all storm drains which are within 25 ft. to the proposed active or reserve sewage treatment areas have been sealed with a watertight premium joint material.
15. A 3150 sq. ft. area has been designated on each unit for the active and reserve sewage treatment systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both the active and reserve sewage treatment systems, which meet all acceptable isolation distances.
16. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality
17. All restrictions placed on "Toratola Lane" Site Condominium by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

All deed restrictions along with a copy of the Final Master Deed and Bylaws shall be submitted to the Livingston County Health Department for review and approval prior to being submitted to the Livingston County Register of Deed.

All restrictions established by the Livingston County Health Department must be incorporated into the Deeds for recording. **Any changes within this development from what has been reviewed by the Livingston County Health Department will make this approval null and void.**

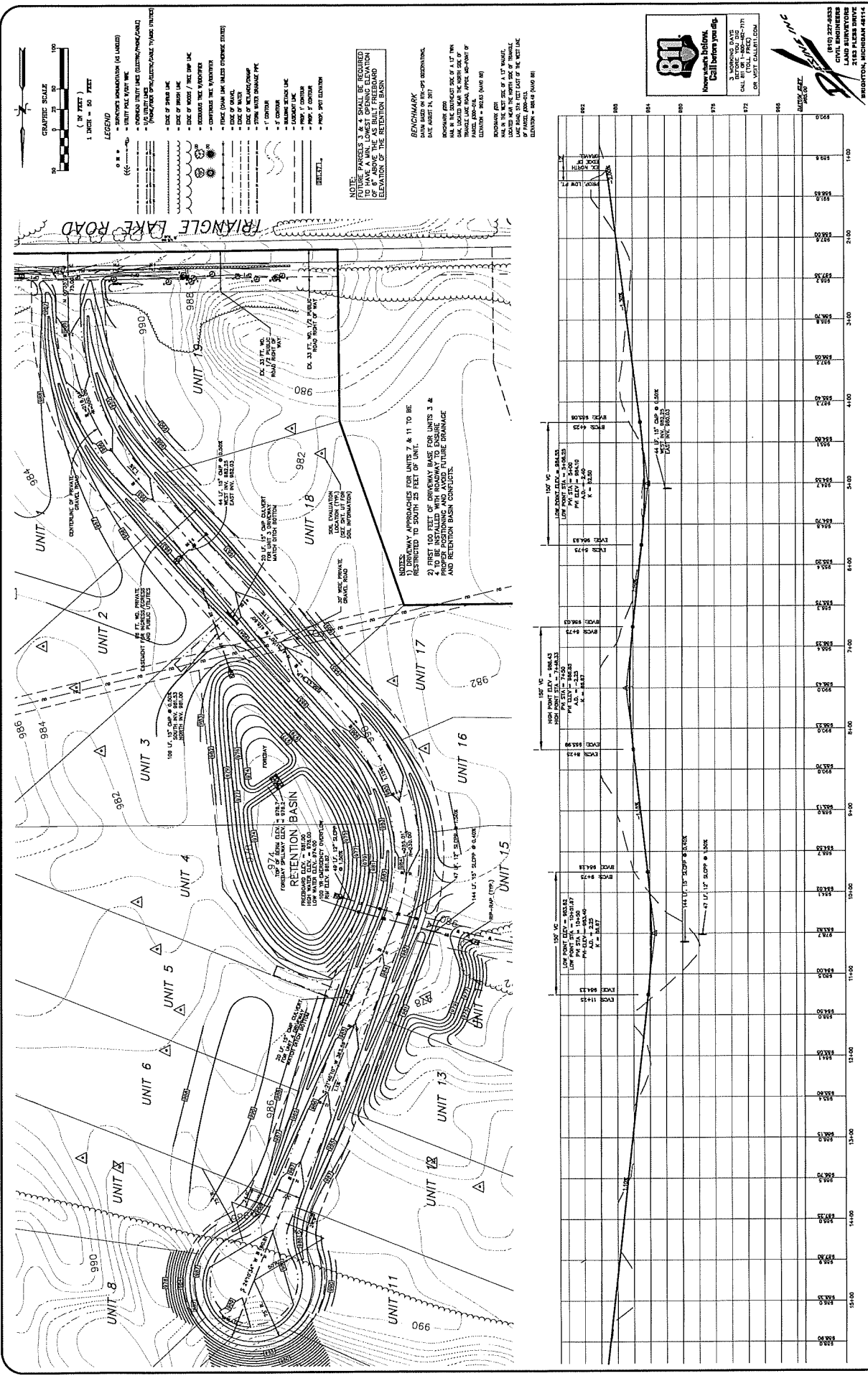
If you have any further questions, please do not hesitate to contact me at (517) 552-6873.

Sincerely,



Aaron Aumock, REHS, PEM
Field Program Coordinator

cc: MDEQ, Attn.: Kristine Rendon
Marion Township Zoning
Marion Township Engineer
Developer, Garth Maxam



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LAND SURVEYORS
(616) 237-8833
1000 EAST LANSING AVENUE
2100 PLEAS DRIVE
BRIGHTON, MICHIGAN 48114

SCALE: 1" = 50'
PROJECT NO.: 17206
DRAWING NO.: 208 R
ISSUED: JAN. 31, 2019

CLIENT:
GARY MAHA
346 APPLEWOOD RD.
CORRALES, NEW MEXICO 87048

**TORATOLA LANE
CONDOMINIUM**

**TORATOLA LANE
PLAN & PROFILE**

REVISION #	DATE	REVISION-DESCRIPTION	REVISION #	DATE	REVISION-DESCRIPTION
1	10-14-18	REVISED FOR REVIEW COMMENTS			
2	10-24-18	REVISED FOR LINED COMMENTS			
3	11-23-18	REVISED FOR REVIEW COMMENTS			
4	01-23-19	REVISED FOR REVIEW COMMENTS			

DESIGN BY: JHG
DRAWN BY: JHG
CHECKED BY: JMB

GENERAL NOTES:

1. Contractor shall perform the work in accordance with the requirements of the appropriate Local, County and State Agencies and all other Government and Regulatory Agencies with jurisdiction over the project. Contractor shall notify the appropriate Agencies in advance of each stage of work in accordance with each Agency's requirements.
2. Contractor shall install and maintain all necessary erosion control measures in accordance with the requirements of the appropriate Local, County and State Agencies. Erosion control measures shall be installed and maintained throughout the entire duration of the project. Contractor shall verify that the installed erosion control measures have been installed prior to the commencement of the stage of work associated with the required permit.
3. Contractor shall install liability insurance and property damage insurance to cover activities on the project. Contractor shall verify that the insurance coverage is in accordance with the requirements of the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certificates shall be made available to the Owner/Developer.
4. Contractor shall conduct soil testing in accordance with the appropriate Local, County and State Agencies. Contractor shall submit test results to the appropriate Local, County and State Agencies for review. Contractor shall submit test results to the appropriate Local, County and State Agencies for review. Contractor shall submit test results to the appropriate Local, County and State Agencies for review.
5. Contractor shall coordinate scheduling of all work in the project response, including work by subcontractors. Additional work due to longer planning by Contractor or work due to response to Contractor by permittees/contractors shall be the responsibility of Contractor.
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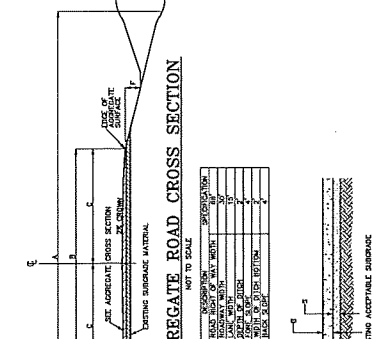
PRIVATE ROAD CONSTRUCTION NOTES:

1. The grading, roadway and ditch specifications of the Local Municipality are a part of this work. Refer to the General Notes on the project plan for additional requirements.
2. Road work shall include site clearing of vegetation and tree stumps, striping and striping of pavement for traffic lanes, grading and fill, removal of materials and debris from the roadway, and installation of drainage structures. Contractor shall install and maintain all necessary erosion control measures in accordance with the requirements of the appropriate Local, County and State Agencies. Erosion control measures shall be installed and maintained throughout the entire duration of the project. Contractor shall verify that the installed erosion control measures have been installed prior to the commencement of the stage of work associated with the required permit.
3. Contractor shall install liability insurance and property damage insurance to cover activities on the project. Contractor shall verify that the insurance coverage is in accordance with the requirements of the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certificates shall be made available to the Owner/Developer.
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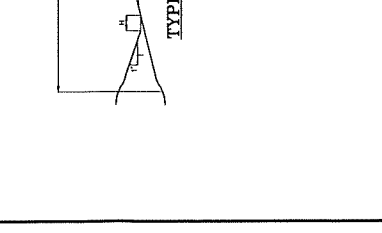
MAINTENANCE NOTES FOR SOIL EROSION CONTROL MEASURES:

1. The Commission Site and all Soil Erosion Control Measures shall be inspected periodically in accordance with the requirements of the appropriate Local, County and State Agencies. Erosion control measures shall be installed and maintained throughout the entire duration of the project. Contractor shall verify that the installed erosion control measures have been installed prior to the commencement of the stage of work associated with the required permit.
2. Contractor shall install liability insurance and property damage insurance to cover activities on the project. Contractor shall verify that the insurance coverage is in accordance with the requirements of the appropriate Local, County and State Agencies for additional requirements. Copies of insurance certificates shall be made available to the Owner/Developer.
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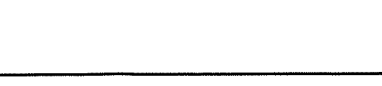
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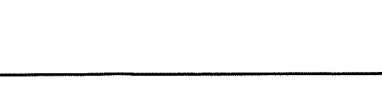
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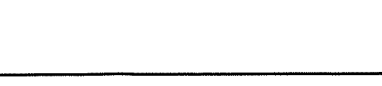
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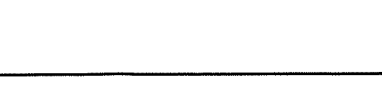
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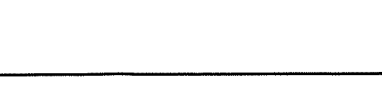
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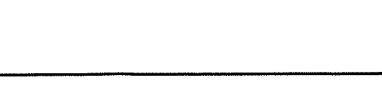
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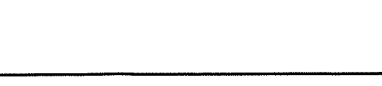
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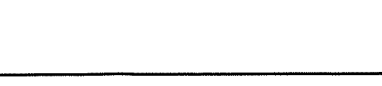
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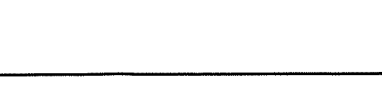
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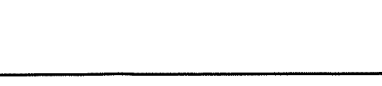
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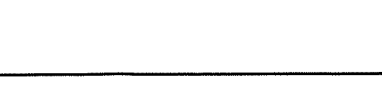
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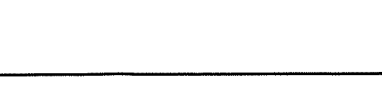
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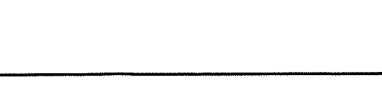
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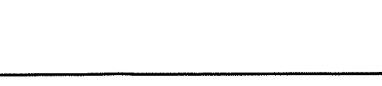
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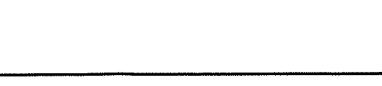
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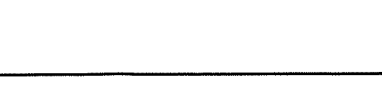
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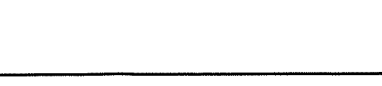
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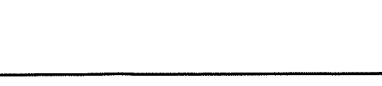
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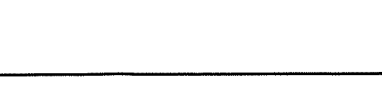
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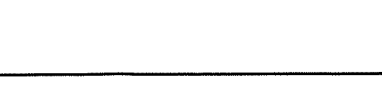
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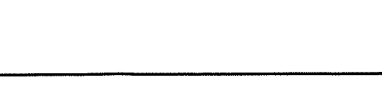
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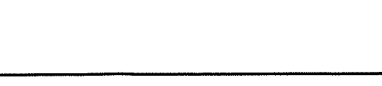
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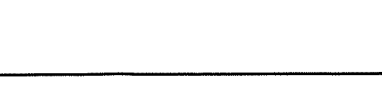
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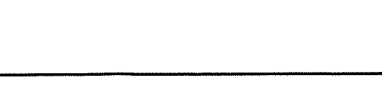
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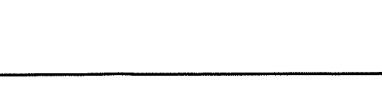
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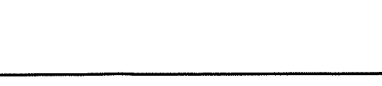
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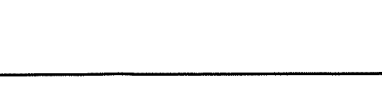
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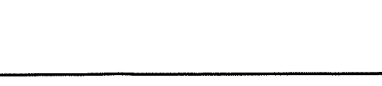
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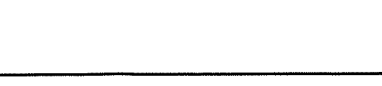
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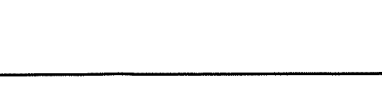
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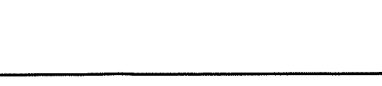
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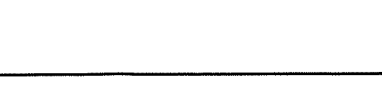
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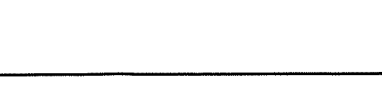
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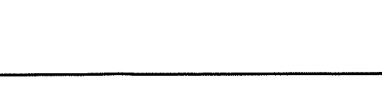
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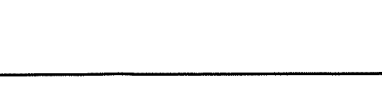
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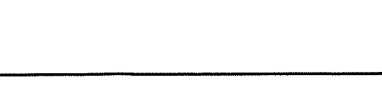
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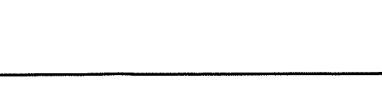
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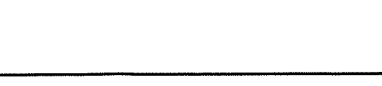
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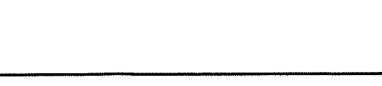
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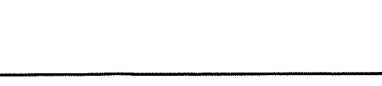
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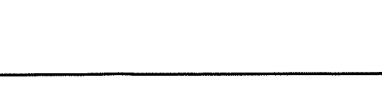
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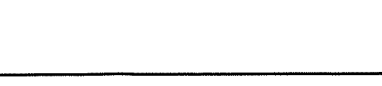
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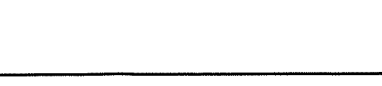
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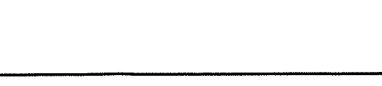
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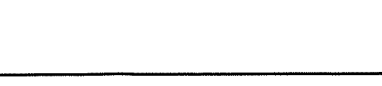
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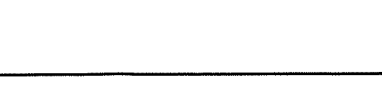
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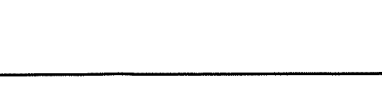
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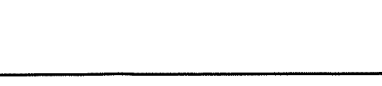
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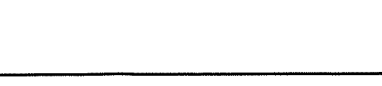
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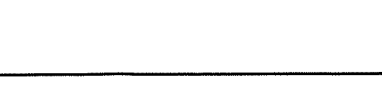
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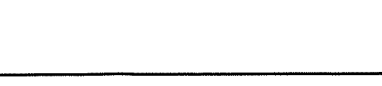
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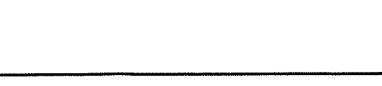
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February 13, 2019

Mr. Dave Hamann, Zoning Administrator
Marion Township
2788 West Coon Lake Road
Howell, MI 48843

RE: Toratola Lane Site Condominium
Final Site Plan Review

Dear Mr. Hamann:

We have reviewed the final site plan for the Toratola Lane site condominium. The site is located on the north side of Triangle Lake Road, west of D-19. The plans were prepared by Desine Inc. and are dated January 31, 2019. We offer the following comments:

General

The proposed site condominium is located on a 39.45 acre parcel zoned RR (Rural Residential). Surrounding parcels are zoned RR and ERS-2 (Existing Residential Subdivision). A vicinity map is provided on the cover sheet, as is a legal description which closes within acceptable tolerances. No engineer is named on these plans; the plans should be sealed by a professional engineer.

The plans show 19 residential lots, a private road easement, and a lot in the northwest corner labeled as four common elements limited to specific units. Proper setbacks for this zoning district are shown on the site plan. The driveways for lots 3 and 4 are planned to be built with the road to ensure proper positioning between the lot lines and retention basin. Driveways for lots 7 and 11 are restricted to the south 25 feet of the lot. We defer to the Planner for the acceptability of the driveway locations.

A significant portion of Lots 3 and 4 are taken up by the proposed retention basin. Retention basins are typically located on separate lots which belong to the condominium association, but easements are acceptable. The proposed arrangement reduces the effective sizes of Lots 3 and 4 considerably; likely to the point that if the area of the retention basin was removed from the calculations, Lots 3 and 4 would not meet the minimum 1-Acre area for this use.

Utilities

Water and waste disposal will be accommodated by private wells and septic systems, respectively. Proposed locations for both are shown on the plans and have received preliminary approval from the Livingston County Health Department. We defer to them for additional review and approval.

Private Road and Paving

The proposed private road is approximately 1,400 feet and terminates in a cul-de-sac. This length exceeds the maximum allowed per ordinance, but a variance has been granted. The road is 30 feet wide and is centered in a 66-foot private road easement. The road width meets the requirement of a 22-foot wide travel area with 4-foot wide shoulders. The proposed cross section consists of 7 inches of MDOT 22AA atop 6 inches of compacted MDOT Class II sand. We recommend soil borings be provided in the location of the proposed gravel road to determine adequacy of the proposed cross section. The proposed horizontal and vertical curvature of the private road are acceptable.

We understand the Livingston County Road Commission has approved the approach at the intersection with Triangle Lake Road. Proposed site distances meet the required County minimum of 600-feet and the

February 13, 2019
Page 2 of 2

approach radius meets the County required 35-feet. We defer to the LCRC for comment on the road approach.

Storm Water and Grading

A proposed retention basin is shown immediately east of the proposed roadway spanning most of the frontage of Lots 3 and 4. Drainage is proposed to flow along roadside ditches to the retention basin. A small storm sewer system is proposed, beginning at the low point of the west ditch, crossing under the road to a catch basin in the low point of the east ditch, and then outletting into the retention basin.

Calculations for the required and provided retention volume are provided on the plans and are acceptable. Sheet DT includes a detail called "100 Yr Emergency Overflow Structure". The detail drawing is not to scale and includes a key with critical dimensions. The overall height of the structure should be verified prior to construction, as it does not make sense given other dimensions. There are also discrepancies among plan sheets regarding the diameter of the control structure and the depth of its sump which should be reconciled prior to construction.

There is a short storm sewer system consisting of two catch basins, two runs of 12" smooth-lined corrugated plastic pipe, and an outlet end section. This system collects water from the roadside ditches at the low point of the road and conveys flow directly to the retention basin.

There is a sedimentation forebay shown at the south end of the retention basin where a driveway culvert discharges into it. The size of the forebay is not shown. Soil borings are required to be provided in the retention basin location. We defer to the Livingston County Drain Commissioner's Office for comment on storm water management.

Recommendations

We recommend approval of this Final Site Plan be contingent upon the following items:

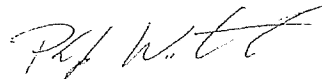
1. The Final Site Plan should be signed and sealed by a professional engineer.
2. Soil borings should be provided under the proposed road and retention basin with construction plan submittal.

If you have any questions or need anything further, please feel free to contact our office.

Sincerely,



Kevin Wilks, P.E.
Project Engineer
SPICER GROUP, INC.
125 Helle Blvd., Suite 2
Dundee, MI 48131



Philip A. Westmoreland, P.E.
Senior Project Manager
SPICER GROUP, INC.
125 Helle Blvd., Suite 2
Dundee, MI 48131

CC: SGI File
Desine, Inc.
Ken Recker, P.E., Livingston County Drain Commission
Kim Hiller, P.E., Livingston County Road Commission
John Enos, Carlisle Wortman



Carlisle | Wortman

ASSOCIATES, INC.

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

TO: Marion Township Planning Commission
FROM: John L. Enos, AICP, Township Planner
DATE: February 12, 2019
RE: Toratola Lane Final Site Plan

We have reviewed the final site plan and recommend approval of the Toratola Lane Site Condominium project. We offer the following comments.

1. The project is typical rural/suburban style cul-de-sac residential project proposing nineteen (19) units on lots ranging in size from 1.01 acres to 7.05 acres. Although some are oddly shaped, each of the proposed units meet or exceed required bulk regulations such as lot size, setbacks, lot width etc.
2. Access will be from Tortola Lane a new private gravel road accessing Triangle Lake Road. The Livingston County Road Commission has reviewed and approved the proposed curb-cut for the private road. As a private road it is longer than the permitted by the Road Commission (750 feet). However, a variance was granted by the Zoning Board of Appeals to allow a 1,400 foot private road. A maintenance agreement should be provided to the Township for the private road maintenance. We are pleased to see that the Master Deed allows for the Township to bring the private road up to Livingston County Road Commission at its sole discretion with the cost being born by the Homeowners Association.
3. The proposed detention basin within units 3 & 4 is called out as limited common area. This is unusual, as typically detention/retention areas are general common areas, however it is permitted.
4. The Ordinance Section 6.20 Private Roads allows not more than four (4) principal buildings shall have frontage on a cul-de-sac. The plan in our opinion has five (5) lots fronting the cul-de-sac. However, the Planning Commission has approved this layout during preliminary site plan review. Drive ways have been located as far south as possible.
5. The plan indicates that common elements are limited to Units 10-13. The Master Deed clarifies this designation and requires that Units 10-13 be maintained in their natural state and there shall no clear cutting of trees and no structures of any kind within these limited common elements. We understand length to width ratios may be compromised if these units were lengthened. The private road and the storm water facilities are also and permitted common areas.
6. No pedestrian amenities are proposed. Due to the rural character and private gravel road we do not feel this is necessary.

We recommend approval of the proposed final site plan conditional upon the above items being addressed to the satisfaction of the Planning Commission.

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Principal*
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*
Laura K. Kreps, *Associate* Paul Montagno, *Associate*

MICHAEL J. KEHOE, P.C.
ATTORNEY AT LAW
710 E. GRAND RIVER
HOWELL, MI 48843



Michael J. Kehoe

517-546-4570
Fax No. 517-546-7651

February 5, 2019

Mr. David Hamann
Marion Township Zoning Administrator
2877 W. Coon Lake Rd.
Howell, MI 48843

via email only

Re: Toratola Lane Condominium

Dear Dave:

As requested, I've reviewed the Master Deed, Exhibits A and B for the above condominium project and I have a few comments regarding my review. I will begin with the Master Deed.

1. The legal description is needed in Article II.
2. I'm not sure I understand the wording for the limited common element as set out in # 2g on page 6 as to the subterranean land. It appears that it begins 20 feet below the surface and goes down from there. Also, what is form B that is referred to? I think it's supposed to Exhibit B.
3. The restrictions of the Livingston County Health Department, I believe those pages should be stamped with its approval of those requirements before the Master Deed can be recorded.
4. There are retention basins, storm drainage and private easements for those purposes on certain units but they appear to be part of the units. I wonder who pays for maintenance, etc. as I said they appear to be part of the units but benefit the entire project. I believe this should be clarified.
5. I believe we need broader language for easements granted to the Township for sanitary sewer and municipal water over the entire project. As an example, add tap into, tie into, extend lines for each and I'd prefer to see those grants over the entire condominium project as you never know where construction and temporary construction will be needed for the water or sewer.

6. I think that Section 5 of Article VIII regarding the description of the land to be withdrawn doesn't meet MCL 559.133. I believe that is a contraction under the Condominium Act and there should be a description of the land that could be withdrawn. Perhaps I missed it, but as I view these documents, the Developer could take out of the project any units not developed which could result in a "hodge podge" of units with houses on them.
7. There needs to be wording included in the Article about amending the Master Deed that no amendment that would affect a right of Marion Township can be made without the Township's prior consent.
8. The last name of Mr. Maxum is spelled differently in the Master Deed and on the Exhibit B.

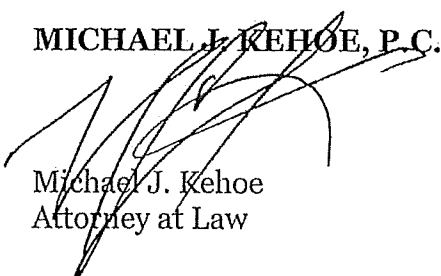
As for the Condominium Bylaws, Exhibit A, the only thing I noticed was a reference to Sections 8.1-8.3 in Section 4 of Article VIII and I could find no Sections 8.1-8.3.

On the Exhibit B, I had a hard time differentiating what were the general and limited common elements but I think that was due to the copy I was reviewing. It would be nice if it was more distinguishable.

If you have any questions or desire any further information, please contact me.

Yours truly,

MICHAEL J. KEHOE, P.C.



Michael J. Kehoe
Attorney at Law

MASTER DEED OF TORATOLA LANE CONDOMINIUM

Livingston County Condominium Subdivision Plan No. _____

This Master Deed is signed and delivered on this _____ day of _____ 2019, by Toratola Lane Development, LLC, a Michigan limited liability company ("Developer"), on the terms and conditions set forth below.

ARTICLE I ESTABLISHMENT OF CONDOMINIUM

Section 1. Project. Developer is engaged in the development of a condominium project to be known as Toratola Condominium (the Project), in County of Livingston, Township of Marion, State of Michigan, on a parcel of land as described in Article II hereof.

Section 2. Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A hereto and the Condominium Subdivision Plan attached as Exhibit B hereto, to establish the real property described in Section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (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.

Section 3. Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan.

Section 4. Owner Rights. Each owner of a Unit (Owner or Co-Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

ARTICLE II LEGAL DESCRIPTION OF THE PROPERTY

Section 1. Condominium Property or Premises. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the Subdivision Plan attached as Exhibit B.

Section 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 Exhibit B.

ARTICLE III DEFINITIONS

Section 1. Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Toratola Lane Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101, et seq., as amended.
- b. *Association or Association of Owners* means Toratola Lane Condominium Association, Inc., the Michigan nonprofit corporation of which all Co-Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate Bylaws of the Association organized to manage, maintain, and administer the Project, which Bylaws may be amended from time to time, as provided for therein.
- d. *Common Elements* 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* means Exhibit A to this Master Deed, which are the Bylaws that describe the substantive rights and obligations of the Owners. Such Bylaws may be amended from time to time as provided for therein.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, 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 Owner in the Condominium.

g. *Condominium Property or Property* means the land referenced in Article II, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan or Subdivision Plan* means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit or Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner or Co-Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Toratola Lane Development, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors 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* means the Common Elements described in Section 4.1 herein, that are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2 herein, that are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the Exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *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. *Project or Condominium* means Toratola Lane Condominium, a residential site condominium development of nineteen (19) Units (only two of which "must be built") established under the provisions of the Act.

r. *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 Owners unaffiliated with Developer exceed the votes that Developer may cast.

Section 2. Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium, described in Exhibit "B" attached hereto, and the responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

- (a) Land. The land described in Article II hereof and any easement interests of the Condominium in the land provided to it for ingress and egress, if any, and other common areas, unless otherwise excluded herein, when included as part of the Condominium and excluding the portion of the land described in the Condominium Subdivision Plan as constituting the Limited Common Elements and the Condominium Units.
- (b) Roadways. All roadways designated on the Condominium Subdivision Plan, subject to the rights of the public, if any, over any portions of rights-of-way.
- (c) Electrical. The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.
- (d) Telecommunications. The telephone, cable television (if any), and/or telecommunication system throughout the Project to the extent that it serves

all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.

- (e) Gas. The gas distribution system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.
- (f) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (g) Storm Sewer System. The entire storm sewer system throughout the Project as shown on Exhibit B.
- (i) Easements. All beneficial easements that may exist or may be created in the Master Deed, including those shown on Exhibit B hereof, or otherwise for the benefit of all Units.
- (j) Entrance and Landscaped Areas. The entrance areas, including the identifying entrance sign for the Condominium Project, and all other General Common Elements landscaped areas within the Project as designated on the Condominium Subdivision Plan, the Landscaping Plan, as approved by Marion Township, and/or as established by the Developer and/or the Association.
- (k) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, if any.
- (l) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

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

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Private Well. The private well for residential water usage and all of its appurtenances.
- (b) Appurtenances to be Constructed. Any other appurtenances or areas for individual Units which are constructed pursuant to the Condominium documents, but excluding residential structures, shall be limited in use to the Co-owner of the Unit to which it is appurtenant to.
- (c) Driveways. Driveways serving the residence constructed to serve an individual Unit.
- (d) Utility Services. The pipes, ducts, wiring, lines, conduits and other appurtenances supplying electricity, propane gas, telephone, cable, and/or other utility service to a Unit, from the point of connection with a General Common Element.
- (e) Individual Septic Tanks and Service. Each Unit's individual septic tank, control panel, distribution lines, and discharge system and all of its appurtenances.
- (g) Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on form B, including all utility and supporting lines located on or beneath that land;
- (h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by 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 Subdivision Plan, 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 to this Master Deed.

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

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.

- (b) Storm Water Drainage System. The costs of maintenance, repair and replacement of the Storm Water Drainage System, shall be borne by the Association, unless and until easements therefore have been granted to, and accepted by, the Livingston County Drain Commission, whereupon the responsibility for such maintenance, repair, and replacement shall be that of the public agency having jurisdiction.
- (c) Roadways. Maintenance of the private roads in the Development is the sole responsibility of the Association. The Association shall bear the full cost of repairing and maintaining the private roads in the Development in accordance with local ordinances, including, but not limited to, snow removal and the maintenance of clear road width for emergency vehicles, and shall keep it in a reasonable state of repair so that normal access in the Development is not impeded. In the event the private road shall fall into a state of disrepair, the Township may, in its sole discretion, bring the road up to established Livingston County Road Commission standards and assess the cost of those improvements, together with an administrative fee of twenty-five percent (25%) of the costs of the improvements against the Association and/or co-owners, as the case may be. No public funds of Marion Township shall be used to build, repair, or maintain the private roadways in the Development.

Additionally, Co-owners shall refrain from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use of the private roads by any of the other Co-owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons, and others bound to, or returning from, any of the Units and having a need to use the roads.

- (d) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium, shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the residence to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.
- (e) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-owner, in accordance with the provisions of the Bylaws and subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- i. The limited common elements adjacent to Units 10 through 13 shall be maintained by the respective units in their natural state. There shall be no clear cutting of trees and no structures of any kind within these limited common elements.

- (f) Water Supply and On Site Sewage Treatment Systems. The costs of maintenance and repair of individual potable water supply and septic systems shall be borne by the Co-owner and subject to any restrictions placed on the systems by the Livingston County Department of Public Health. These restrictions include, but are not limited to the following:
- i. No Unit shall be used for other than a single-family dwelling.
 - ii. There shall be no future subdividing of any building units, which would utilize individual onsite sewage treatment and/or water supply systems.
 - iii. "Toratola Lane" Site Condominium has been approved for 19 individual units as described in Desine Inc., Job # 173236 site plan dated November 15, 2018, last revision dated November 15, 2018.
 - iv. The wells and septic systems shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites within this development un-buildable. In the future and ensuring the approvals included in this letter; if for any reason modifications to the originally approved septic areas are considered necessary a written request along with an application for soil evaluation and the associated fees shall be submitted to LCHD for review and approvals.
 - v. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.
 - vi. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.
 - vii. The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.
 - viii. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage treatment uses.

- ix. There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment system areas.
 - x. The onsite sewage treatment systems for Units 1 - 3, 5, 7, 8, 12, & 14 - 18 will require the excavation of slow permeable soils to a more permeable soil ranging between 3.5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system.
 - xi. Unit 14 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade.
 - xii. A 3150 sq. ft. area has been designated on each unit for the active and reserve sewage treatment systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both the active and reserve sewage treatment systems, which meet all acceptable isolation distances.
 - xiii. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality
 - xiv. All restrictions placed on "Toratola Lane" Site Condominium by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.
- (g) Condominium Units. Subject to the Condominium Documents and the regulations and standards in the Marion Township General and Zoning Ordinances, each Co-Owner shall be responsible for the decorating, maintaining, repairing or replacing each and every part of the Unit, together with all improvements thereon, along with any portion of the yard of the Co-Owner which is located within the right-of-way of any road, except those portions of any easement or right-of-way situated within the Condominium which exists primarily for the benefit of persons other than the Co-Owner.
- (h) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace those items all at the expense of the

Co-owner. With the exception of emergency repairs requiring immediate attention, such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. Failure of the Association to take such action shall not be deemed a waiver of the Association's right to take any such action at a future time, nor shall the Association be liable to any Co-owner or any other person for failure to take such action. In the case of the wastewater system, the Association has the immediate right to enter on to the property to make any necessary repairs required under state law and applicable permits. To the extent the Co-owner is responsible for making that repair, the Co-owner will be assessed in accordance with this paragraph. The Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association in performing any responsibilities under this Article which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement, or decoration, but shall also include attorneys fees and costs and such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

Section 5. Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all 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 Sales 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, 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 parts 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 exercise such powers.

Section 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 that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V DESCRIPTION OF UNITS AND PERCENTAGE OF VALUE

Section 1. Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

Section 2. Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article VIII, expressed in an Amendment to this Master Deed and recorded in the Livingston County Register of Deeds.

Section 3. Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Article IV, Section 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
EASEMENTS**

Section 1. Easement for Maintenance of Encroachments. In the event any improvements located on a Unit encroach upon a Common Element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.

Section 2. Easement Retained by Association Over Roads and Other Common Elements. The Association reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article VII, Section 2 shall be borne by the Condominium Association.

Section 3. Reservation of Right to Dedicate Public Right-of-Way Over Roadways. The Association shall have the right, to dedicate to the public right-of-way of such width as may be required by the local public authority over any or all of the roadways in Toratola Lane Condominium shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Association without the consent of any Co-owner, mortgagee or other person shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. This right of dedication in no way whatsoever obligates the Association to construct or install the roads in a manner suitable for acceptance of such dedication by the local public authority.

Section 4. Easement Retained by Association to Tap Into Utilities and for Surface Drainage. Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Association, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their

state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article VII, Section 5 shall be borne by the Condominium Association. The Association also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in this Condominium, provided however that any such modification to the landscaping and/or grade in the Condominium under the provisions of this Article VII, Section 5, shall not impair the surface drainage in this Condominium.

Section 5. Dedication and Reservation of Right to Grant Easement for Storm Sewer System and Utilities. Subject to the regulations and standards in the Marion Township Zoning Ordinance, the Association shall have the right, to dedicate the storm sewer system and/or utilities and to grant easements for the storm sewer system and/or utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the storm sewer system and/or utilities to governmental agencies or to utility companies, after having attained all applicable permits. In order to assure that the storm water drainage designed for the Condominium shall remain unimpeded, no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within any open storm drainage easement areas lying with the Co-owner's Unit, except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association, or the public agency, whichever is applicable, shall repair and/or replace any landscaping materials disturbed by their respective activities. Co-owners shall refrain from prohibiting, restricting, limiting, or in any manner interfering with the Association, or its assigns, from performing acts consistent with the intent of this section, including, but not limited to, refraining from placing or constructing structures of any kind within the easement area. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6. Easement Retained by Developer For Pedestrian Walkways. The Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for the use, maintenance, repair, and replacement of the pedestrian walkways and sidewalks, if any.

Section 7. Public Service Vehicle Access Easement. There shall exist for the benefit of Marion Township and/or other emergency or public service agencies or authorities, an easement over the roads in the Condominium for use by the emergency

and/or service vehicles of such agencies. The easement shall be for the purposes of ingress and egress to provide, without limitation, fire and police protection, enforcement of the Uniform Traffic Code and Township ordinances, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium and Co-owners thereof. This grant of easement shall not be construed as a dedication of the roads to the public.

Section 8. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 9. Association Easements for Maintenance, Repair and Replacement. The Association, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common elements, as may be necessary to fulfill and responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the condominium. To the extent the Co-owner is responsible for making that repair, the Co-owner will be assessed in accordance with this paragraph. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to gas meters, septic tanks, control panels, sprinkler controls and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 10. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements,

access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance and such acts are expressly subject to the regulations and standards in the Marion Township Zoning Ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 11. Easements for Municipal Water and Sewer Services. The Developer by recording this Master Deed does hereby create easements over, under and across the common grounds and those portions of the Condominium premises that are depicted on Exhibit "B" as "Utility Easements" in favor of Marion Township, and any governmental body to which its rights herein may be subsequently assigned, for the construction, installation, operation, maintenance, replacement and repair of public water, if any, and/or sewer services, including all transmission lines, laterals, leads, pump stations and infrastructure. Should the Township or its assigns exercise its easement rights and construct a water and/or sewer system, the Township or its assigns shall be obligated to restore any distributed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities.

ARTICLE VIII AMENDMENT, TERMINATION, AND WITHDRAWAL

Section 1. Preconveyance Amendments. If there is no Owner other than Developer or Successor Developer, 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.

Section 2. Postconveyance Amendments. If there is an Owner other than Developer or Successor Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

- a. *Nonmaterial Changes.* An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited

to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, 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 Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. *Compliance with Law.* Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted 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.* Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. *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 on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

Section 4. Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. *Termination Agreement.* Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' 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.* On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. *Association Assets.* On recordation of a document terminating the Project, any rights the 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 recordation, 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, lienholders, and prospective purchasers who have deposited funds.

Section 5. Withdrawal of Property.

a. *Withdrawal by Developer.* Notwithstanding anything in this Master Deed to 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.

b. *Withdrawal by Association.* If Developer does not withdraw the 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 5(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 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. 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 IX
ASSIGNMENT OF RIGHTS**

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

DEVELOPER:
TORATOLA LANE DEVELOPMENT,
LLC, a Michigan limited liability company

By: Garth Maxum
Its: Member

STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in Livingston County, Michigan on this _____ day of _____, 2019, by Garth Maxum, Member of Toratola Lane Development, LLC, a Michigan limited liability company, for and on behalf of that company.

, Notary Public

County, Michigan
My commission expires:
Acting in County, Michigan

Drafted by and when recorded return to:
Law Offices of Kimberly J. Bowlin, PLLC
By: Kimberly J. Hamman, Esq.
5058 S Old US Hgwy 23
Brighton, MI 48114
(810) 844-2520

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EXHIBIT A

TORATOLA LANE CONDOMINIUM BYLAWS

ARTICLE I ASSOCIATION OF OWNERS

Section 1. Organization. Toratola Lane Condominium is a residential site condominium project located in Township of Marion, Livingston County, Michigan, being developed in a single phase to comprise a maximum of nineteen (19) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. 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 Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

Section 2. Compliance. All present and future 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 the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. 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

Section 1. Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, 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 a Unit.

Section 2. Voting Rights. Each 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, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

Section 3. Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of

ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. A Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

Section 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 a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit 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.

Section 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 and must be filed with the Association before the appointed time of the meeting.

Section 6. Majority. At any meeting of members at which a quorum is present, 51 percent of the 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 when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

ARTICLE III MEETINGS AND QUORUM

Section 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 of the Project have been sold and the Owners have qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75 percent 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 Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

Section 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 before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no 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.

Section 3. Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an 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, Developer shall select two or more persons from the non-developer 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 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 the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

Section 4. Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50 percent 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 Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the non-developer Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

Section 5. Owner Control. If 75 percent 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 Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Article III, Section 4. Application of this

provision does not require a change in the size of the board as designated in the Association bylaws.

Section 6. Mathematical Calculations. If the calculation of the percentage of members of the board that the non-developer 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 Owners results in a right of non-developer Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Article III, Section 4.

Section 7. Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until 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 the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

Section 2. Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including 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 those 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 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 Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association;

k. the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit;

l. to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an

encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit; and

m. 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.

Section 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 Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each 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 times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

Section 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 the 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.

Section 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

MCL 559.205, as amended. The 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 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the 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.

Section 6. Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer 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 Owner of the 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 Developer.

Section 7. Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Article IV, Section 2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

Section 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 on the affirmative vote of 67 percent (67%) or more of all Owners.

Section 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 on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

ARTICLE V ASSESSMENTS

Section 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 covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

Section 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 shall 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 an 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 (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems 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.* The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on 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 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 67 percent or more (in number and in value) of all 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.

Section 3. Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in 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 elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly 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 the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's 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 those Owners begin to use the Common Elements on a regular basis.

Section 4. Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain 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. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

Section 5. Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. *Legal Remedies.* In the event of default by any Owner in paying 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 or 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 taxes or other 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 state or federal taxing authority and sums unpaid on a mortgage of record recorded before 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 as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. *Sale of Unit.* On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied against the Unit being sold or conveyed, and the buyer 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 stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

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 an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An 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, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's 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 attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

Section 6. Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. *Pret 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. *Postturnover 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 commenced.

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

Section 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 calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established 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 a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, 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 whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. 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 taxes and special assessments.

Section 2. Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on 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 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 Owners, the mortgagees, and

Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. *Owner Responsibilities.* Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any 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 casualties 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 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, 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 Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. *Indemnification.* Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual 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 Owner, Developer, or the Association, which rights are waived.

f. *Premium Expenses.* Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

Section 3. Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision 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 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is 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 percent or more of the Owners agreeing not to repair or rebuild includes the 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 Owner of the affected 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 the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly 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 the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. *Procedure and Timing.* Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all 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.

Section 4. Eminent Domain. The following provisions will control on 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 the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the 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 by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. *Amendment to the Master Deed.* If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. *Notice to Mortgagees.* If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. *Inconsistent Provisions.* To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

ARTICLE VII CONSTRUCTION REQUIREMENTS

Section 1. Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

Section 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 plane, 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.

Section 3. Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

ARTICLE VIII USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

Section 2. Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation. In addition, such use must be in full compliance with the Marion Township Zoning Ordinance.

Section 3. Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and 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. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation

of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

Section 4. Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. *Unit Rental.* No portion of a Unit may be rented and no transient tenants be accommodated in any building, but 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.

b. *Nuisances.* No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably 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 or 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 that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

c. *Prohibited Uses.* Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

d. *Firearms and Weapons.* No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

e. *Pets and Animals.* No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

f. *Trash Containers and Pick Up.* All trash shall be placed in containers and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

g. *Use of Common Elements.* The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

h. *Application of Restrictions.* Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section 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 shall be binding on all owners and other parties with an interest in the Project.

Section 5. Zoning Compliance. In addition to the restrictions in this Article VIII, the use of any Unit or structure on the Property must 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 the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

Section 6. Rules and Regulations. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

Section 7. Enforcement by Developer. The 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 Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, 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. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

Section 8. Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

Section 9. Remedies on Breach. In addition to the remedies granted by Article V 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 Article VIII, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 10. Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

Section 11. Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

ARTICLE IX MORTGAGES

Section 1. Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

Section 2. Insurance. The Association shall notify each of the Mortgagees 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 the coverage.

Section 3. Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project

on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 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 their participation.

ARTICLE X LEASES

Section 1. Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

Section 2. Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

Section 3. Remedies of the Association. If the Association determines that any non-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 Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. *Investigation.* The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant 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 non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-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 non-Owner occupant and the Owner liable for any damages to

the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

Section 4. Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the 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 lease agreement by the non-Owner occupant.

ARTICLE XII ARBITRATION

Section 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 Owners or between Owners and the Association may, on 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 shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

Section 2. Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. *Buyer's Option.* At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. *The Association's Option.* At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

Section 3. Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, 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 OTHER PROVISIONS

Section 1. Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

Section 2. Severability. If 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, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

Section 3. Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

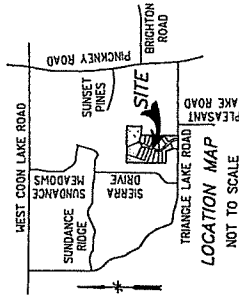
Section 4. Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

Section 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 Bylaws
5. the Rules and Regulations of the Association
6. the Disclosure Statement

Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
 A Part Of The Southwest 1/4 Of Section 26
 Town 2 North, Range 4 East
 Marion Township, Livingston County, Michigan
 Livingston County Condominium Subdivision Plan No. _____

DEVELOPER
 TORATOLA LANE DEVELOPMENT, LLC
 345 APPLEWOOD ROAD
 CORRALES, NEW MEXICO 87048



Legal Description - Toratola Lane Condominium

Situated in the Township of Marion, County of Livingston and State of Michigan, and described as follows:
 Commencing at the South 1/4 corner of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan;
 thence S89°24'21"W 326.00 feet along the South line of said Section 26;
 thence N00°50'48"W 50.00 feet to the PLACE OF BEGINNING;
 thence S89°24'21"W 469.02 feet along the North line of Triangle Lake Road (50 foot wide 1/2 Right-of-Way);
 thence N00°35'39"W 160.00 feet;
 thence N19°11'40"W 238.46 feet;
 thence S89°24'21"W 423.05 feet;
 thence N00°28'38"W (previously platted as N00°28'38"W) 1397.37 feet along the East line of "Sierra Grande Subdivision," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 33 through 35, inclusive, Livingston County Records to a found monument at the Southeast corner of Outlot "B" of said "Sierra Grande Subdivision;"
 thence N89°24'21"E 1283.42 feet;
 thence S00°50'48"E 495.84 feet along the North-South 1/4 line of said Section 26;
 thence S89°24'21"W 326.00 feet;
 thence S00°50'48"E 1287.55 feet to the Place of Beginning.
 Being a part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 38.91 acres of land, more or less. Subject to the rights of the public over that portion thereof occupied by Triangle Lake Road, also subject to and together with all easements and restrictions affecting title to the described above premises.

ATTENTION: COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN
 CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN
 ASSIGNED TO THE PROJECT, IT MUST BE PROPERTY SHOWN IN
 THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S
 CERTIFICATE ON SHEETS 2 THROUGH 5.

NOTE:

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

SHEET INDEX

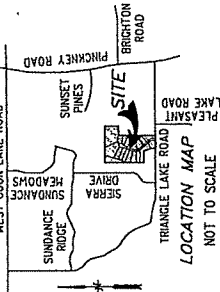
No.	DESCRIPTION
1.	COVER SHEET
2.	COMPOSITE SHEET / SURVEY PLAN
3.	SURVEY PLAN - UNITS 1-3 & 16-19
4.	SURVEY PLAN - UNITS 4-8, 12-15 & PART OF OPEN SPACE
5.	SURVEY PLAN - UNITS 7-11 & PART OF OPEN SPACE
6.	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 1-3 & 16-19
7.	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 4-6, 12-15 & PART OF OPEN SPACE
8.	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 7-11 & PART OF OPEN SPACE

PRELIMINARY

JOSEPH J. SCHRIPESEMA
 PROFESSIONAL SURVEYOR No. 55109
 (810) 227-8523
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114

DECEMBER 27, 2018
 PROPOSED DATED
 JOB No. 1-11-26-172336
 T.L.C. EX. "B" - COVER SHEET 1

**Exhibit "B" To The Master Deed Of
Toratola Lane Condominium**
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Composite & Survey Plan

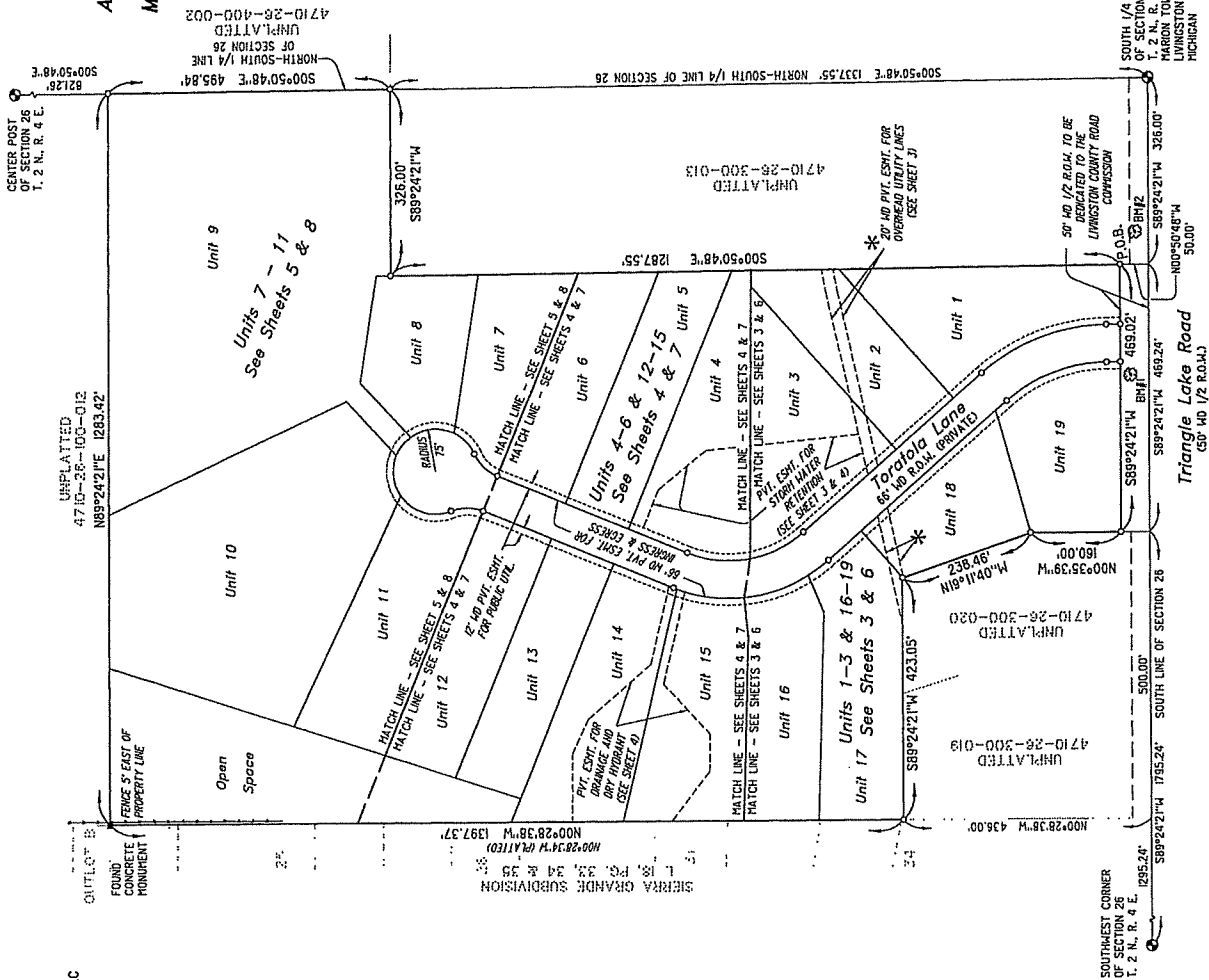


SURVEYOR'S CERTIFICATE
I, Joseph J. Schripsema, registered land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as "Toratola Lane Condominium," Livingston County Condominium Subdivision Plan

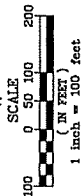
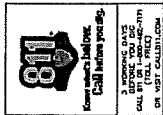
No. _____
as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments upon the lands and property described as shown).
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

PRELIMINARY

JOSEPH J. SCHRIPEMA
PROFESSIONAL SURVEYOR No. 55109
DECEMBER 27, 2018
PROPOSED DATED
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
T.L.C. EX. "B"-COMP SHEET 2
BRIGHTON, MICHIGAN 48114



DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048



- NOTES:**
- Internal road (Toratola Lane) is a private road Right-of-Way.
 - Private easements for:
 - ingress and egress (road easement)
 - public utilities
 - storm sewer and surface drainage
 - are over the entire width of private road Right-of-Way.
 - See Article VI of Master Deed for additional proposed easements that affect this Condominium Project.
 - Reference: Record Search prepared by Select Title Company, File No.: 47-182873-B, Dated: December 5, 2018.
 - This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
 - Bearings are based on "Sundance Meadows No. 2," a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records.
 - Developer, by executing the Master Deed, grants all herein depicted proposed easements.

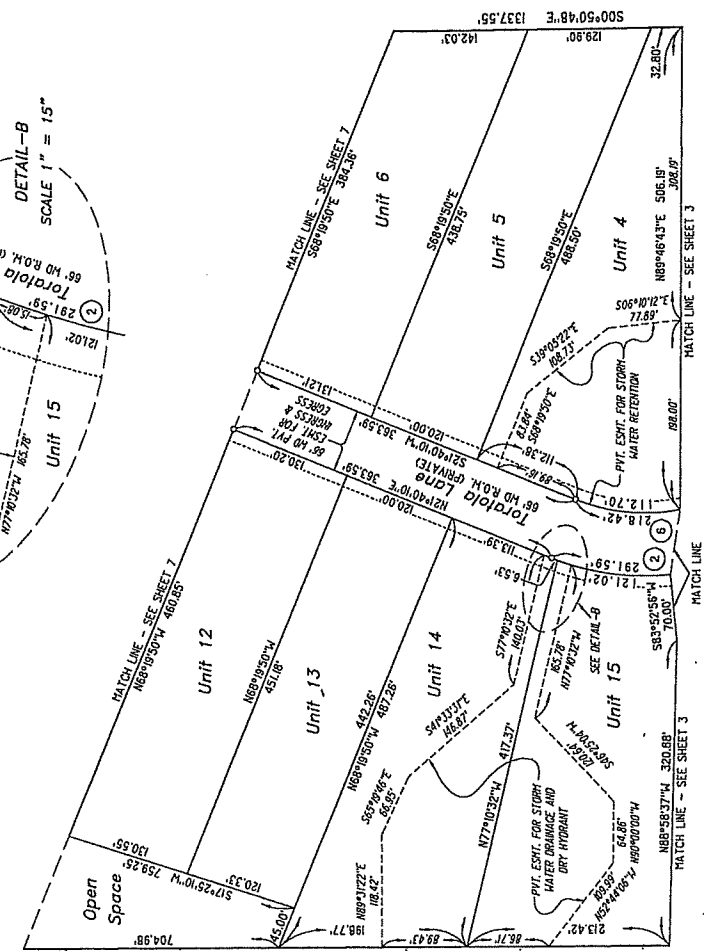
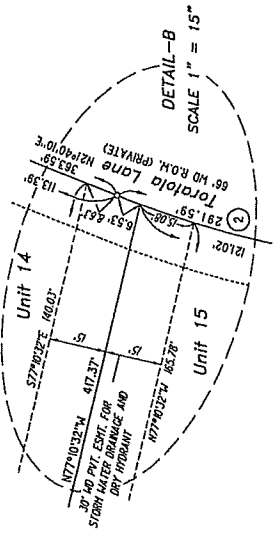
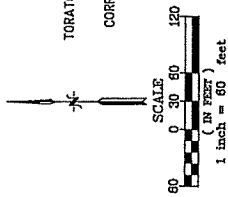
BENCHMARKS:
#1 Nail in the Southeast Side of a 13" Twin Oak, Located Near the North side of Triangle Lake Road, Approximately mid-point of Condominium. Elevation = 992.63 (NAVD 88)
#2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 57± feet East of the West line of #300-013. Elevation = 988.49 (NAVD 88)

LEGEND
- All dimensions are in feet.
- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.A07(a)
- The symbol "m" indicates a Found Concrete Monument
- All Units and Open Space Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "JJS 55109."

— = Condominium Boundary Line
--- = Match Line
① = Curve Identifier

**Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Survey Plan Detail**

DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048



NOTES:
1) Internal road (Toratola Lane) is a private road Right-of-Way.
2) Private easements for:
- ingress and egress (road easement)
- public utilities
- storm sewer and surface drainage
are over the entire width of private road Right-of-Way.
3) See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
4) Reference: Record Search prepared by Select Title Company, File No.: 47-182875-B, Dated: December 5, 2018.
5) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
6) Bearings are based on "Sundance Meadows No. 2," a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records.
7) Developer, by executing the Master Deed, grants all herein depicted proposed easements.

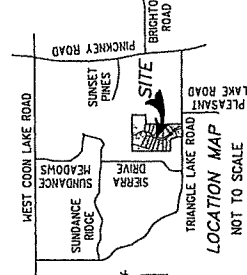
BENCHMARKS:
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#2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 57.2 feet East of the West line of #300-013. Elevation = 989.49 (NAVD 88)

LEGEND
- All dimensions are in feet.
- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument. Rule 559.407(b)
- The symbol "m" indicates a Found Concrete Monument
- All Units and Open Space Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "JUS 55109."

□ = Condominium Boundary Line
--- = Match Line
Ⓢ = Curve Identifier

CURVE TABLE

No.	LENGTH	RADIUS	DELTA BEARING	DISTANCE
2	291.59'	263.00'	63°31'30"	276.89'
6	218.42'	197.00'	63°31'30"	207.40'



SURVEYOR'S CERTIFICATE
I, Joseph J. Schrippe, registered land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as "Toratola Lane Condominium," Livingston County Condominium Subdivision Plan
No. _____
as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments upon the lands and property described as shown).
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of 1978.
That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

SURVEYOR'S CERTIFICATE
I, Joseph J. Schrippe, registered land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as "Toratola Lane Condominium," Livingston County Condominium Subdivision Plan
No. _____
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That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

UNPLATTED
4710-26-300-013

PRELIMINARY

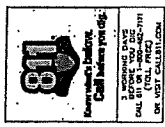


JOSEPH J. SCHRIPE
PROFESSIONAL SURVEYOR No. 55109
DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-173236
LAND SURVEYORS
2183 PLESSERS DRIVE
T.L.C. EX "B"-SUR SHEET 4
BRIGHTON, MICHIGAN 48114

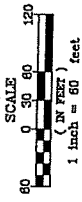
**Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan**

**Site Plan
Utility Plan
Unit Cross Section Plan**

- NOTES:**
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Desine Inc. and on file with Marion Township.
 - 3) Location of Electric, Telephones, Cable T.V. and Natural Gas utility lines are on file with the appropriate utility company.
 - 4) Driveways, Walks and Private Water Wells servicing particular Units are Limited Common Elements assigned to this Unit. Refer to "Article IV Common Elements of Master Deed" for additional General and Limited Common Element descriptions.



DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

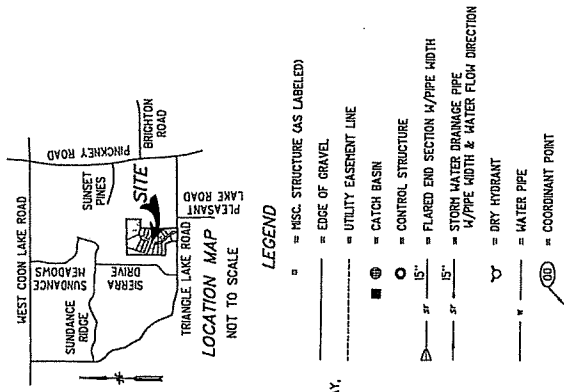
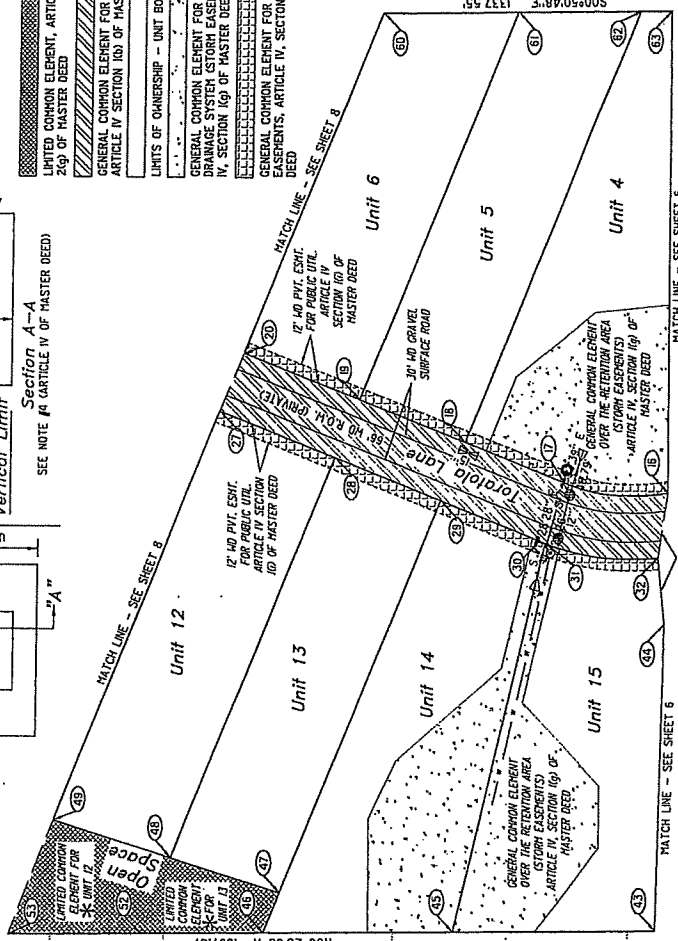
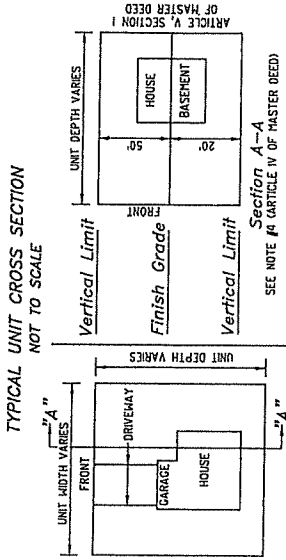


UNIT SQUARE FOOTAGE & UNIT FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
4	64,153	993.5
5	55,635	992.0
6	53,999	992.0
12	59,371	992.0
13	53,606	984.0
14	69,581	981.0
15	67,409	986.0

COORDINATE TABLE

No.	NORTHING	EASTING
16	5487.46	9378.75
17	5586.15	9388.88
18	5702.60	9430.48
19	5814.11	9474.79
20	5936.05	9523.23
21	6064.42	9481.90
22	6193.82	9533.82
23	6322.52	9587.54
24	6451.31	9642.51
25	6580.12	9698.55
26	6709.06	9755.55
27	6838.12	9813.55
28	6967.33	9872.55
29	7096.71	9932.55
30	7226.28	9993.55
31	7356.04	10055.55
32	7486.00	10118.55
33	7616.17	10182.55
34	7746.55	10247.55
35	7877.14	10313.55
36	8007.94	10380.55
37	8138.95	10448.55
38	8269.17	10517.55
39	8399.60	10587.55
40	8529.24	10658.55
41	8659.09	10730.55
42	8789.15	10803.55
43	8919.42	10877.55
44	9049.90	10952.55
45	9179.59	11028.55
46	9309.49	11105.55
47	9439.60	11183.55
48	9569.92	11262.55
49	9699.45	11342.55
50	9829.19	11423.55
51	9959.14	11505.55
52	10089.30	11588.55
53	10219.67	11672.55
54	10349.25	11757.55
55	10479.04	11843.55
56	10609.04	11930.55
57	10739.25	12018.55
58	10869.67	12107.55
59	10999.30	12197.55
60	11129.14	12288.55
61	11259.19	12380.55
62	11389.45	12473.55
63	11519.92	12567.55



- LEGEND**
- = MISC. STRUCTURE (AS LABELED)
 - = EDGE OF GRAVEL
 - = UTILITY EASEMENT LINE
 - = CATCH BASIN
 - = CONTROL STRUCTURE
 - = FLARED END SECTION 1/2 PIPE WIDTH
 - = STORM WATER DRAINAGE PIPE 1/2 PIPE WIDTH & WATER FLOW DIRECTION
 - = DRY HYDRANT
 - = WATER PPE
 - = COORDINATE POINT

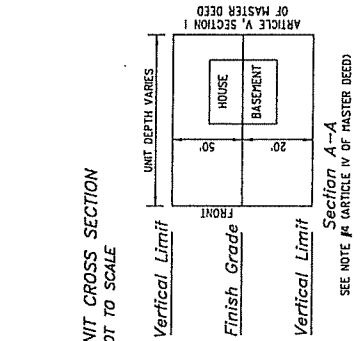
SPEL MINISTRY

DECEMBER 27, 2018
PROPOSED DATED
JOSEPH J. SCHRIPSMA
PROFESSIONAL SURVEYOR No. 55109
(810) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2000 W. STATE ST. SUITE 100
BRIGHTON, MICHIGAN 48114

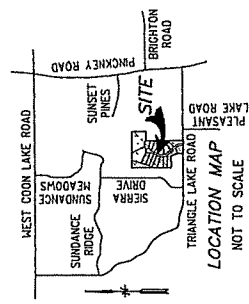
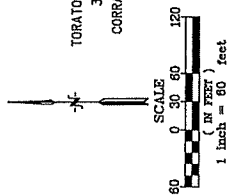
**Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan**

**Site Plan
Utility Plan
Unit Cross Section Plan**

- NOTES:**
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DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

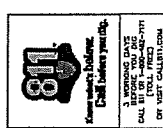
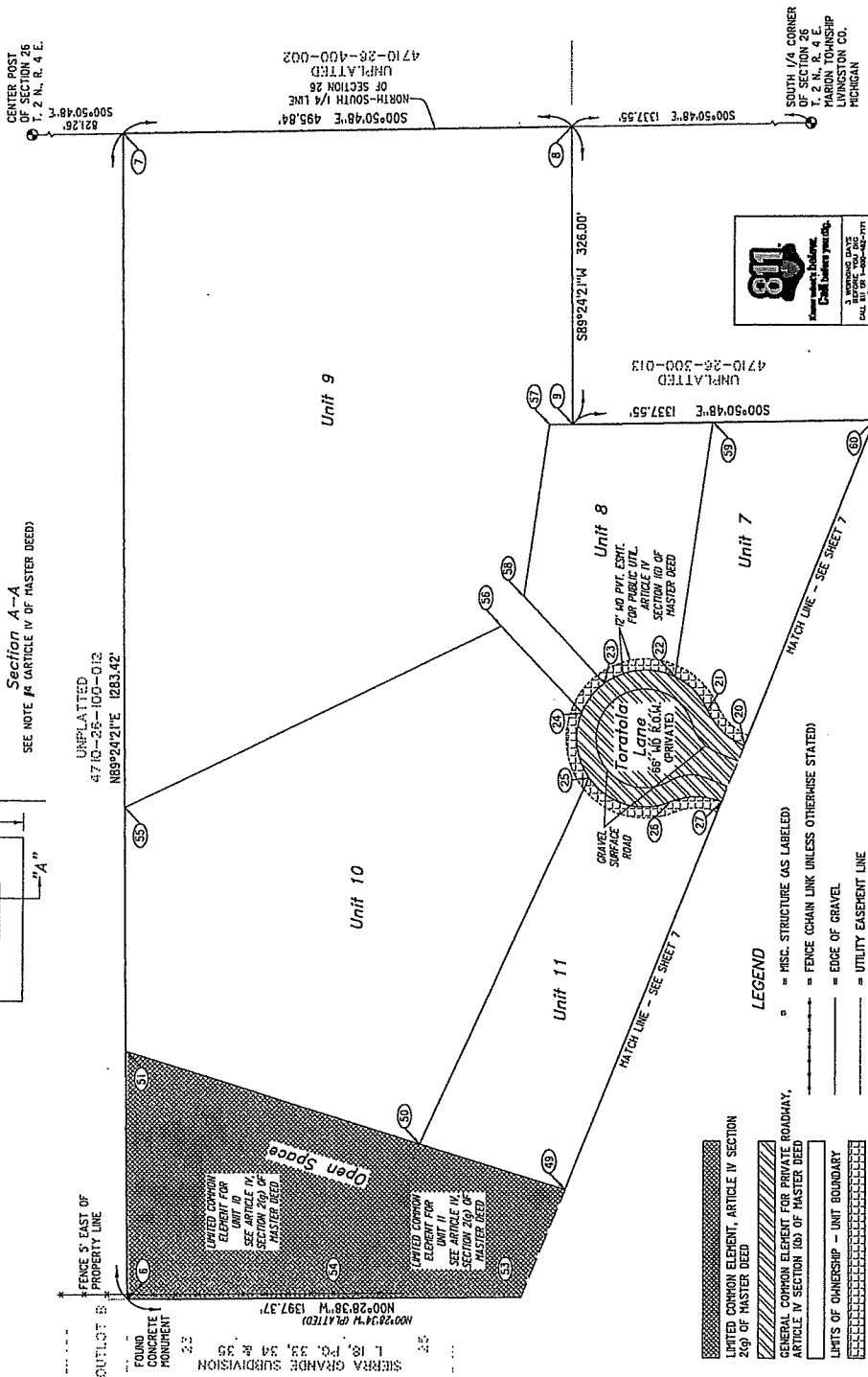


COORDINATE TABLE

No.	NORTHING	EASTING
6	8612.79	8910.82
7	8626.09	10194.17
8	8130.31	10201.50
9	8328.83	9873.51
20	8328.83	9873.51
21	5976.66	9581.37
22	8012.29	9598.51
23	8089.95	9581.02
24	8174.61	9598.85
25	8174.61	9598.85
26	6016.54	9481.00
27	5960.42	9481.00
49	6130.59	9033.62
50	6280.10	9083.66
51	8815.84	9195.80
52	8815.84	9195.80
54	6367.88	8912.86
55	6618.42	9454.25
56	6203.48	9563.62
57	6151.83	9875.14
58	6178.82	9885.80
59	6178.82	9885.80
60	5794.12	9880.43

**UNIT SQUARE FOOTAGE &
LIMIT FINISH ELEVATION**

No.	AREA	ELEVATION
7	43.917	988.0'
8	45.379	983.0'
9	306.939	995.0'
10	190.425	992.0'
11	68.031	993.0'



- LEGEND**
- = MISC. STRUCTURE (AS LABELED)
 - = FENCE (CHAIN LINK UNLESS OTHERWISE STATED)
 - = EDGE OF GRAVEL
 - = UTILITY EASEMENT LINE
 - = COORDINANT POINT

- ▨ = LIMITED COMMON ELEMENT, ARTICLE IV SECTION 209 OF MASTER DEED
- ▨ = GENERAL COMMON ELEMENT FOR PRIVATE ROADWAY, ARTICLE IV SECTION 100 OF MASTER DEED
- ▨ = LIMITS OF OWNERSHIP - UNIT BOUNDARY
- ▨ = GENERAL COMMON ELEMENT FOR PUBLIC UTILITY EASEMENTS, ARTICLE IV, SECTION 100 OF MASTER DEED

PRELIMINARY

JOSEPH J. SCHRIFFSMA
PROFESSIONAL SURVEYOR No. 55109
DECEMBER 27, 2018
PROPOSED DATED
JOB No. 1-11-26-173236
LAND SURVEYORS
2183 FLESS DRIVE
T.L.C. EX "B"-SITE/UT SHEET 8
BRIGHTON, MICHIGAN 48114

emission located on any lot or parcel, any air contaminant for a period or periods of time aggregating more than three (3) minutes in any one (1) hour which results in the following:

- a. As dark or darker in shade than that designated as No. 2 on the Ringelmann Chart, as published by the United States Bureau of Mines.
 - b. Of such density as to obscure an observer's view to the degree equal to or greater than the shade of smoke described in (a) above.
 - c. At no time for any period of time shall smoke emissions be darker than Ringelmann No. 3.
- 7) Dust, Dirt or Fly Ash: There shall be no discharge into the atmosphere of any levels of materials or substances of any kind or combination of kinds exceeding twenty (20) grams per cubic foot of the carrying medium. There shall be no discharge of any materials or substances into the atmosphere which creates conditions harmful or potentially harmful to any human, animal or plant material located on the same property as well as adjacent properties. All equipment involved in any process shall be maintained in an approved operating condition so as to keep any produced dust, dirt or fly ash to the minimum possible.
 - 8) Noxious Gas: No noxious gas shall be permitted to escape into the atmosphere in concentrations detrimental to human, plant or animal life.
 - 9) Open fires: A person, industry, corporation, firm or business may burn combustible refuse in an open outdoor fire, if permitted, subject to written approval with specified conditions by the Township and Fire Department as not being detrimental to the health, safety and welfare of adjoining properties and the community generally.
 - 10) Vibration: Vibrations from any operation on any lot or parcel shall be controlled to the extent that they cannot be felt beyond any property line bounding or beyond the lot or parcel from which such vibrations emanate.
 - 11) Glare and Heat: All operations which produce glare and heat, such as welding or acetylene torch cutting shall be performed in such a manner that the glare cannot be seen from any road, street or highway or adjacent property and any heat produced on a lot or parcel through any operation shall be insulated that the temperature at any of its property lines shall not increase above that which is registered as the temperature for any particular time of day by the local Weather Bureau.
 - 12) Light: Lights for buildings and other structures and parking areas, whether located inside, outside or in or under covered buildings or other structures and parking areas shall be so located, oriented and shielded so as not to shine directly onto any adjacent properties, roads, streets or highways.

MEMO

To: Marion Township Planning Commission
From: Bob Hanvey
Subject: Landscape Nursery Operations & Contractors
Date: February 26, 2019

I have several concerns about the "Landscape" language proposed by the ZBA and Carlisle Wortman and/or the Township Attorney.

I think before we can start using this language we need to include performance standards for both uses.

Use of the term "landscape contractor" see definition of "landscaping" attached. In my experience, businesses that are, in practice, lawn mowing services, usually call themselves "landscapers" and they often operate on a contract basis. We currently have many of these businesses in the township and there is not enough property zoned LI to accommodate them.

I'm not sure why "landscape nursery operations" is not allowed in SR.

I think a strict reading of the definition of "Landscape Nursery Operations" does not require that "incidental or secondary items" be a minor part of the operation as long as the vegetation that is sold is primarily grown on site. As I read it, the area of the lot dedicated to non-vegetation items could be much larger than the vegetation area.

I don't know how a retail operation of any size can be consistent with the "residential character" of the neighborhood.

There is an overlap between the two uses. Someone who grows trees and shrubs, sells fertilizer, mulch, rocks, etc. could fit in either category.

I just ran out of time to get this in the packet.

landscaping

The activity of designing or improving gardens and the surroundings of buildings to make them attractive.

A landscaping business may be any size or perform any of a number of tasks to create and preserve residential lawns as well as commercial grounds.

A landscaping business can provide clients with lawn services to keep their yards groomed and can also plant flowers, trees and shrubs. Landscapers know how to plan flowerbeds and gardens to raise the value of a property. When a person hires a landscaper, he pays not only for manual labor but also for the landscaper's working knowledge of the plants and flowers that flourish in the area.

A landscaping business may do residential work on lawns or private work for commercial businesses. Public landscapers keep golf courses groomed and may also work in parks. Another type includes the county and city landscaping crews who mow the sides of the roads and are responsible for upkeep on flowerbeds.

A landscaping business may be as small as a teenager with a push mower who only mows lawns in his neighborhood. It may also be medium- to large-sized, depending on how much work the business performs. Professional landscaping businesses usually have zero-turn riding lawnmowers so they can perform duties quickly and move on to the next job. They also have professional weed trimmers, chainsaws, tillers and other high-quality tools that will last even with much usage. A large landscaping business may employ several crews consisting of a crew leader and several employees working under them all at one location.

Landscaping for residential applications includes mowing the lawn; weed trimming; planting flowers, shrubs and trees; and trimming hedges and trees. Landscaping businesses will often fertilize plants and grounds as well. This business also involves design of lighting, patios, decks and walkways. An expert landscaper can even create topiaries of animals from hedges and trees and mow golf courses at different heights to create the varying levels of grasses on the green and in the ruff.

It is beneficiary to homeowners to engage the expertise of a landscaper when they are planning new items in their yards. Some items survive better in certain types of soil and some thrive in different regions. A landscaping business will have firsthand knowledge of all the types of plants that are easy to mix together in one setting. For example, if you place a plant that needs little water next to one that requires a lot of water, then one will not survive due to over or under watering. Often, elderly homeowners are not able to take care of their lawns, and hiring a landscaping business keeps their yards healthy and pretty.

LANDSCAPE OPERATIONS IN MARION TOWNSHIP

Step #1

Amend RR Rural Residential District to allow "Landscape Nursery Operations" as interpreted by the Zoning Board of Appeals and as a Special Land Use within the Rural Residential District. See created definition below:

Landscape Nursery Operations: A parcel, area, space, building or structure, or combination thereof, used chiefly for the storage, wholesale sale, or retail sale, of live trees, shrubs and plants primarily but not exclusively grown onsite. Incidental or secondary items directly related to a nursery or greenhouse may also be sold, including but not limited to pots, decorations, mulch, stone, rocks, pavers, edging materials, etc. The area and amount of such structures, equipment, vehicle storage and other areas dedicated to the use shall be consistent with the residential character of the area and shall not adversely impact neighboring properties.

Step #2

Amend LI Light Industrial District to allow landscape contractors buildings, offices and yards as a use permitted by right. See definitions as suggested by the Township Attorney below:

Landscape Contractor's Buildings, Offices and Yards: A space, building or structure, or combination thereof, used primarily for the storage of equipment, tools, vehicles, and materials used in or associated with a landscape contracting business.

Landscape Contractor/Contracting. The sale, storage or transportation of fertilizers, mulch, groundcovers, boulders, and similar products used for landscaping or gardening and could include the sale of live trees, shrubs or plants grown or not grown on the property.

WEBSTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE NO. 2006-3

[AN ORDINANCE TO LICENSE HOME BASED OCCUPATION; TO PROVIDE FOR THE PROCESSING OF APPLICATIONS AND ADMINISTRATION OF LICENSES; TO PROVIDE FOR FEES; TO PROVIDE STANDARDS; TO PROVIDE FOR VARIANCES; TO PROVIDE PENALTIES]

WEBSTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN ORDAINS:

SECTION 1. SHORT TITLE

This Ordinance shall be known and may be cited as the Webster Township Licensed Home Based Occupation Ordinance.

SECTION 2. INTENT

The Township Board recognizes that certain small business activities with a limited number of employees and on-site customers can be conducted on adequately sized lands zoned Agriculture District (A-1) in a manner which enhances the enjoyment and beneficial use of the property, while not adversely affecting other lands or the intended rural character of the area.

SECTION 3. AUTHORITY

- 3.01** This Ordinance is adopted under the authority of the Township Board of Webster Township to adopt ordinances regulating the public health, safety, and general welfare of persons and property, including the licensing of business establishments, pursuant to Public Act 246 of 1945, as amended (MCL §41.181 et seq.).
- 3.02** The Webster Township Planning Commission has the authority to administer, review, deny, approve or approve with conditions licenses issued under this Ordinance. The Webster Township Zoning Inspector, under the direction of the Planning Commission, shall assist in the administration and enforcement of this Ordinance and is authorized to conduct inspections, issue notices of violation and citations for violations of this Ordinance.

SECTION 4. DEFINITIONS

- 4.01** **Accessory Building** means a structure on the same lot with, and of a nature customarily incidental and subordinate to the principal residential or agricultural structure.
- 4.02** **Agriculture District** means lands zoned Agriculture District (A-1) under the Webster Township Zoning Ordinance.
- 4.03** **Applicant** means the owner(s), leaseholder(s), or person(s) in charge of a parcel of land to whom a Home Based Occupation license is issued.

- 4.04 Application Fee (Fixed Costs and Expenses)** means a fee paid by an applicant to cover the costs and expenses incurred by the Township which are generally shared by all functions performed under this Ordinance and include (but not limited to) such items as facilities, utilities, copying, supplies, equipment, per diem expenses for regular meetings, annual inspections, postage and staff time.
- 4.05 Dwelling Unit** means a structure occupied by one family.
- 4.06 Family** means an individual or group of two (2) or more persons related by blood, marriage, adoption, or guardianship living together as a single housekeeping unit. A family shall also be defined as not more than two (2) persons living together as a single housekeeping unit who are not related by blood, marriage, guardianship or adoption.
- 4.07 Licensed Home Based Occupation** An occupation or business carried on within a dwelling unit and its accessory buildings by only resident members of the family and no more than two (2) non-resident persons which is clearly incidental and subordinate to the residential use and is licensed under the Webster Township Licensed Home Based Occupation Ordinance
- 4.08 Home Occupation** means an occupation carried on within a dwelling unit and its accessory buildings by only resident members of the family which is clearly incidental and secondary to the principal residential use.
- 4.09 Planning Commission** means the Webster Township Planning Commission.
- 4.10 Township** means Webster Township, Washtenaw County, Michigan.
- 4.11 Township Board** means Webster Township Board of Trustees.
- 4.12 Variable Fee (Variable Costs And Expenses)** means a fee paid by an applicant for costs and expenses incurred by the Township which are not generally shared by all applicants and include (but not limited to) costs of enforcement; inspections; hearings; and engineering, land use planning, legal and other expert assistance.
- 4.13 Zoning Inspector or Zoning Administrator** refers to the person designated by resolution of the Township Board to administer and enforce the provisions of the Webster Township Zoning Ordinance.

SECTION 5. PROHIBITION

- 5.01** It shall be unlawful for the owner, leaseholder, or person in control of land situated in the Township to conduct or allow a Home Based Occupation without a license issued under this Ordinance.
- 5.02** It shall be unlawful for the person(s) to whom a license is issued under this Ordinance to allow a Home Based Occupation to be conducted in a manner which is contrary to the provisions of this Ordinance or the terms of the license.

SECTION 6. PROCEDURE

6.01 Webster Township Clerk

1. Application.

All applications shall be on a form approved by the Planning Commission. All applications shall be signed by the titleholder(s) of the parcel and, if different, the person(s) who own the business for which a license is sought. The Township Clerk shall stamp date the application, retain the original, and forward a copy to the Planning Commission and Zoning Inspector.

2. Application Information.

The application shall state: (i) Name of the applicant(s): address, telephone/facsimile number(s), and e-mail address; (ii) Name of the titleholder(s): address, telephone/facsimile number(s), and e-mail address; (iii) Name of the person(s) who intends to own and manage the Home Based Occupation; (iv) Name of person(s) residing on the property; (v) Name of non-resident employee(s); (vi) Street address where the Home Based Occupation is intended to be conducted; (vii) Zoning classification of property; (viii) Property size in acres; (ix) Name and address of person(s) residing on abutting lands; (x) State whether an accessory structure is intended to be used in conjunction with the proposed Home Based Occupation; (xi) Percentage of the dwelling unit to be used for the Home Based Occupation; (xii) Approximate distance between location of structure(s) where business activity will be conducted the closest dwelling unit on abutting lands; (xiii) Description of the business activity, i.e., goods and/or services; and (xiv) State any request for variance, stating the reason(s) for the variance and its effect on the standards.

3. Application Fee.

A non-refundable application fee in an amount to be determined by resolution of the Township Board shall be submitted to the Township Clerk with the application. The Township Clerk shall not forward copies of the application to the Planning Commission until the application fee is paid.

4. Variable Fee.

Any expenses incurred by the Township not generally shared by all other applicants with respect to processing and administering a license shall be paid by the applicant and/or licensee. Failure to pay those sums within sixty (60) days of the date of invoice shall be grounds to deny the application or revoke the license.

6.02 Webster Township Planning Commission

1. Preliminary Review.

The Zoning Inspector shall review the application and submit a report to the Planning Commission: (i) Determine whether the application is complete, correct, dated and signed; (ii) Determine whether the proposed Based Occupation is intended to be conducted on property zoned Agriculture District (A-1) on a parcel two (2) acres or larger; (iii) Not more than 20% of the area of the principal residence is proposed to be used in the activity; and (iv) Not more than two (2) non-resident (family or non-family) employees are listed on the application.

2. Notice.

At least fourteen (14) days before the Planning Commission considers the application, the Township shall mail a copy of the application, together with a notice of hearing, to each property owner within a 300 foot radius from the property line. The Township may rely on the assessor's records for the name and address of the property owner. The notice shall state the date, time and place of the hearing and state that any persons may appear before the Planning Commission concerning this matter. A copy of the notice shall be mailed to the applicant.

3. Hearing.

At the hearing on the application all persons wishing to address the Planning Commission shall be given the opportunity and signed correspondences delivered to the Planning Commission prior to or at the hearing shall be considered. The hearing may be adjourned or continued to a date specified without mailing further notice.

4. Standard.

An application shall be approved if the applicant provides information, data and documentation sufficient to meet the following criteria:

- A. The activity will not adversely affect the quiet, peaceful, attractive enjoyment of those who reside in the vicinity of the property.
- B. The property is zoned Agriculture District (A-1) and is two (2) acres or larger.
- C. The activity will not adversely affect the agricultural or rural residential character of the area.
- D. The activity will not take up more than 20% of the total area of the principal residence on the property.
- E. The activity will not adversely affect the health, safety and general welfare of the public.

In applying the standard the Planning Commission shall consider the appropriateness of the proposed activity to the particular location; the type and condition of roads; sight distances; type, size and quality of vehicles associated with the activity; setbacks and buffer distances;

proximity to residential uses, and other uses, such as the keeping of horses and livestock; road easements, rights-of-way, lakes and ponds; and the square footage of accessory buildings intended to be used in conjunction with the Home Based Occupation.

The burden is on the applicant to provide information, data, and documentation to show that each standard is met. Failure to sustain the burden as to any standard is a basis for denial of the application.

5. Conditions,

The following conditions shall apply to a Licensed Home Based Occupation:

- A. The use of the dwelling unit and/or accessory structure for a Licensed Home Based Occupation shall be clearly incidental and subordinate to its residential use. The total floor area used by the Licensed Home Based Occupation, excluding any proposed accessory buildings, shall not exceed 20 percent of the floor area of the dwelling unit.
- B. The Licensed Home Based Occupation shall be conducted within the dwelling unit and/or accessory structure.
- C. There shall be no change in the outside appearance of the structure or premises; or other visible evidence of the Licensed Home Based Occupation; and no external or internal alterations not customary to a residential structure or the agricultural area.
- D. No article shall be sold on the premises except that which is prepared within the dwelling unit or accessory structure.
- E. No equipment or process associated with the occupation shall create noise, vibration, glare, fumes, odor, or visual or audio electrical interference beyond the property.
- F. No hazard of fire, explosion, radioactivity, or chemical release may pollute the air, surface or ground water.
- G. Only one (1) non-illuminating sign, no larger than 3 feet by 3 feet affixed to a post placed outside the road right-of-way is permitted.
- H. Parking spaces for no more than two (2) non-resident employees and two (2) customer vehicles shall be provided on the property. The spaces shall not be located in the area between the front of the dwelling unit and the street, and, where possible, located so as not to be visible from a neighboring dwelling.
- I. In addition to the two (2) non-resident employee vehicles, no more than two customer/delivery vehicles may be present on the site at one time. In no event shall more than four (4) vehicles be placed outside at any one time. All vehicles and equipment used in the activity must be services and stored inside an approved accessory structure.

- J. The location of the Licensed Home Based Occupation shall be the principal residence of the owner of the business.
- K. The scope and character of manufacturing and warehousing activities customarily located in districts dedicated to those uses are prohibited.
- L. No exterior storage, parking or standing of equipment. No exterior storage of materials or refuse associated with the business. Storage of equipment or materials must be within the primary residence or an approved accessory structure.
- M. No more than two (2) vehicles or boats may be on the property for repair, restoration, or body work at any one time and than only in a completely enclosed structure.
- N. Hours of operation shall be such as to not disturb persons residing in the vicinity of the occupation, or as set by the Planning Commission.
- O. The license is non transferable.
- P. Such other and further conditions to ensure that the standards are maintained.

6. Decision.

The decision of the Planning Commission shall be based on the record made before the Planning Commission. The Planning Commission may deny, grant or grant with conditions the license with or without variances. The conditions imposed and variances granted shall be specified in the minutes of the meeting.

7. Webster Township Zoning Inspector.

Upon direction of the Planning Commission, the Zoning Inspector shall issue licenses, assist in the administration of this Ordinance, inspect properties, annually renew licenses, and issue notices of violations and citations.

8. License Form.

Upon the direction of the Planning Commission, the Zoning Inspector shall issue a license. The license shall be signed and dated by the Zoning Inspector and a duplicate original sent to the applicant. The license shall state the address upon which the Home Based Occupation is authorized to be conducted, the nature of the occupation authorized, conditions imposed and variances granted.

The following shall be printed on the license:

The authorization herein granted is subject to the Township's right to inspect the Property and conditioned upon the applicant(s) strict adherence to the terms and provisions of the license, Webster Township Licensed Home Based Occupation Ordinance, and other applicable ordinances, rules and regulations.

9. Inspections.

The issuance of a license authorizes the Zoning Inspector or other duly authorized representative of the Township to enter upon the property at reasonable times to inspect the premises to ensure compliance with this Ordinance and conditions set forth in the license.

10. Term and Renewal.

A. Automatic Annual Renewal. The term of a license shall be one year and shall annually automatically renew, provided no complaints have been submitted during the preceding year and an exterior visual inspection of the property reveals no violation of this Ordinance or a condition of the license.

B. Contested Renewal. Licenses for which a complaint has been filed or a violation observed or suspected shall be referred to the Planning Commission. The Planning Commission may authorize the Zoning Inspector to renew the license; renew the license with additional conditions, including the posting of a bond or irrevocable letter of credit in an amount sufficient to cover the Township's actual costs and expenses related to the license; or provide notice to the applicant and conduct a hearing to decide whether to renew the license. The decision of the Planning Commission shall be in writing, state the facts of record relied upon, its analysis based on the standards and conditions imposed, and its conclusion.

11. Reapplication.

If an application or the renewal of a license is denied, a reapplication for the property shall not be filed for one year from the date the decision was rendered.

SECTION 7. VARIANCE

7.01 Authority.

The Planning Commission may grant a variance to any condition set forth under Subsection 6.02 (5) and Section 4.07 of this Ordinance which is not contrary to the spirit and intent of this Ordinance.

7.02 Procedure.

A. An application for a license shall specify what, if any, variance from a condition specified in Subsection 6.02 (5) and Section 4.07 is requested, state the reason for the variance, and the effect it would have on the standards in Subsection 6.02 (4).

B. The request for a variance shall be considered by the Planning Commission at the hearing on the application.

7.03 Standard.

A variance may be granted, provided it results in the quiet, attractive and peaceful enjoyment of one's property and does not disturb the quiet repose and enjoyment of neighbors, adversely affect the intended character of the area, or pose a threat to public health, safety and general welfare.

7.04 Conditions.

The Planning Commission may impose such conditions as it deems necessary to ensure that the standard is maintained, to include (but not limited to) the posting of financial guarantees.

7.05 Webster Township Zoning Ordinance.

Nothing contained in this Ordinance is intended to alleviate any requirement or standard in the Webster Township Zoning Ordinance, to include (but not limited to) the procedures and standards for granting a zoning variance.

7.06 Term.

Variations granted under this Ordinance shall not run with the land and, unless sooner terminated, terminate with the license.

SECTION 8. ADMINISTRATIVE STANDARD

Whenever, in the course of the administration and enforcement of this Ordinance, it is necessary or desirable to make any administrative decision, then, unless other standards are provided in this Ordinance, the decision shall be made so that the result will not be contrary to the spirit and purpose of this Ordinance, injurious to the surrounding neighborhood, or contrary to the intended character of the area.

SECTION 9. VIOLATION

9.01 Revocation Proceedings.

In the event a complaint is filed or a violation of this Ordinance or a condition of the license is alleged, the Township may issue a notice of violation to the licensee which sets forth the nature of the complaint or violation and the date and time upon which the licensee is requested to appear before the Planning Commission. The licensee shall be given an opportunity to respond to the allegations and present testimony and documents on their behalf. The Planning Commission shall render a written decision based on the record made at the hearing.

9.02 Municipal Civil Infraction.

Additionally, any person, firm, corporation, or any other organization which violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of any provision of this Ordinance or a provision of a license issued pursuant to this Ordinance shall be responsible for a municipal civil infraction. The minimum fine for each violation shall be \$100.00 up to a maximum fine of \$500.00. Each day after a citation has been issued shall be deemed a separate civil infraction.

9.03 Nuisance Per Se.

A violation of a provision of this Ordinance or a condition of a license is a nuisance per se. The court shall order the nuisance abated and the owner and/or person in control of the property and/or Licensed Home Based Occupation liable for maintaining a nuisance per se.

SECTION 10. SEVERABILITY

This Ordinance and its various parts, sections, subsections, phrases and clauses are severable. If any part, sentence, paragraph, section, subsection, phrase or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of this Ordinance, its parts, sections, subsections, phrases, sentences and clauses are intended to be valid, irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

SECTION 11. RELATIONSHIP TO OTHER LAWS

The provisions of this Ordinance shall be held to be minimum requirements for the promotion of public health, moral, safety, comfort, convenience, or general welfare. This Ordinance is not intended to repeal, abrogate, annul or in any way impair or interfere with any existing provision of law or ordinance, or with any rules, regulations, or permits previously adopted, or issued, or which shall be adopted or issued pursuant to the law relating to the use of premises described herein; provided, however, that if this Ordinance imposes a greater restriction than is required by existing ordinances or rules, regulations, or permits, the provisions of this Ordinance shall control.

SECTION 12. REPEALER

The provisions of this Ordinance shall be held to be minimum requirements for the promotion of public health, moral, safety, comfort, convenience, or general welfare. This Ordinance is not intended to repeal, abrogate, annul or in any way effect the imposition of a higher standard imposed by other statutes, ordinances, rules or regulations.

SECTION 13. PUBLICATION AND EFFECTIVE DATE

Publication of this Ordinance shall be made within thirty (30) days after passage by publication of a true copy once in a newspaper having general circulation in the Township and shall take effect thirty (30) days after publication. Within one week after publication of the Ordinance the Township Clerk shall record the Ordinance in the Ordinance Book, record the date of passage of the Ordinance, the names of the members of the Township Board voting, and how each member voted.

Date of Passage: _____

Date of Publication: _____

Effective Date: _____

Date Recorded: _____

John Kingsley
Webster Township Supervisor

Mary Dee Heller
Webster Township Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the Webster Township Board of Trustees at a Regular Meeting held on the ____ day of _____, 2006, at which all Members were present, except:

_____.

I further certify that the fore-going members voted for adoption of said Ordinance _____ and that the following Members voted against adoption of said Ordinance _____.

I further certify that said ordinance was published in the Dexter Leader within thirty (30) days after it was adopted and has been recorded in the Ordinance Book of the Township and that such recording has been authenticated by the signature of the Supervisor and Township Clerk.

Dated: _____, 2006

Mary Dee Heller
Webster Township Clerk

Dave Hamann

From: Bob Hanvey <supervisor@mariontownship.com>
Sent: Monday, February 04, 2019 9:16 AM
To: Dave Hamann
Cc: Duane Stokes; Tammy Beal
Subject: FW: Road length

fyi

From: Kim Hiller [mailto:khiller@livingstonroads.org]
Sent: Monday, February 04, 2019 8:33 AM
To: Bob Hanvey <supervisor@mariontownship.com>
Subject: RE: Road length

Hi Bob,

The 750 foot maximum length of a road from an intersection to the end of the road came from discussions with local fire and emergency personnel. I believe it has to do with having to turn around if they miss a house and response time.

Please let me know if you have any other questions.

Thank you,

Kim Hiller, P.E.

Utilities and Permits Engineer
Livingston County Road Commission
3535 Grand Oaks Drive
Howell, MI 48843
Ph. (517) 546-4250
khiller@livingstonroads.org

From: Bob Hanvey <supervisor@mariontownship.com>
Sent: Friday, February 1, 2019 3:26 PM

To: Cathy Tallman <ctallman@livingstonroads.org>
Subject: Road length

Hi LCRC – Marion Township uses your Specs for Plats as our guidelines for roads. We have been having issues with road length.

A quick GIS survey of our township shows only one road that is under 750 feet. We have had several requests for variances, all have been granted by the ZBA.

Our Planning Commission would like to know the basis for the 750 foot maximum length.

HELP!

Thanks

Bob Harvey

Section IV, Item 9.

The proposed subdivision shall make the most practical use of the land available in order to provide for the most continuous system of streets possible. The use of cul-de-sacs shall be kept to an absolute minimum. Street length on dead end streets shall be not less than 300 feet or greater than 750 feet measured from the center of the intersection to the end of the proposed pavement in the cul-de-sac. Cul-de-sacs located in the interior of a subdivision (not bordered by the proposed subdivision boundaries) shall not have more than four parcels fronting on the right of way for the cul-de-sac. Cul-de-sacs abutting the subdivision limits shall not have more than two lots fronting the cul-de-sac and shall be located to have a chord along the property line equal in length to the right of way required for the subdivision (see fig 1). The Board reserves the right to reject a preliminary plat, or not accept into the county system, any subdivision whose roadway layout proposes an excessive use of cul-de-sacs. The Board also reserves the right to reject a preliminary plat which proposes the use of cul-de-sacs for reasons other than the physical limitations presented by the site being developed.



CULTIVATING LOCAL FARM ECONOMIES

Planning, Zoning and Farm Preservation Through Diversification

The program will run from 9am - 4pm at:

Chatham: Monday March 18
Upper Peninsula Research and Extension Center
E3774 University Dr. Chatham, MI 49816

Traverse City: Tuesday March 19
Traverse City Michigan Works
1209 S Garfield Ave Suite C, Traverse City, MI 49686

Ann Arbor: Thursday March 21
Washtenaw County MSU Extension Classroom
705 N Zeeb Rd. Ann Arbor, MI 48103

Grand Rapids: March 26
Kent County MSU Extension Office
775 Ball Ave NE Grand Rapids, MI 49503



With commodity prices low and interest rates climbing, local farmers are looking for alternative ways to generate income on their farms. In response, local planning and zoning officials are seeking regulations that serve the public good and also support new income-generating activities on the farm.

Officials, farmers, and interested residents are invited to join MSU Extension educators and community partners to learn how to successfully maneuver through local regulations and to hear about policy best practices related to three of the most popular "farm diversification" strategies in Michigan:

Agritourism

Value-added processing

Alternative energy generation

Cost: \$20 per participant. *Includes lunch and coffee*

Register at: https://events.anr.msu.edu/Cultivating_Local_Farm_Economies/

Questions? Email Jae at gerhart1@msu.edu



MSU is an affirmative-action, equal-opportunity employer. Michigan State University Extension programs and materials are open to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status.

Planning Commission Annual Report - 2018

January - Public Hearing : Witkowski wedding barn - M/M Witkowski applied for a Conditional Rezoning to Highway Service in the R/R zone. Public in attendance and mail in letters read by neighboring homes affected stated pros and cons regarding the request. PC voted 4Y/ 1N LCPC - voted request down.

- Site Plan reviewed for Schroeder's Body Shop (outside agencies issues to meet.)
- Private Rd approved to send to B o T & ZB (variance for road length) for Taratola Lane Triangle Lake (also needing to meet outside agencies issues.)
- John Enos requested (suggested) 2 mtgs. per month for a start on Master Plan work.

February - Public Hearing for Meadows West : Public in attendance voiced concerns with road usage by Mitch Harris as he puts in new homes. Traffic is another concern. Original building site was never given egresses/sidewalks/grass spaces etc. as they were told & they fear empty promises again. Many spoke about the base only top placed on the roads & they ended up with the rest of the cost to pay.

- Public Hearing for TXT #04-17 & TXT #05-17 } time lapse requirement / re-do
SUP #02-17 D19 LLC 17.043} Mugg n Bopp's gas station & Service Center}
Many in attendance (due to Meadows West issues) had many comments regarding expansion & traffic here also.
- Texts sent to LCPC.

Master Plan brought up by PC with John Enos present. Questions regarding work that chapters were completed except for Chapter 3 updates from the state.

March - PUD #01-18 Casa Villa Golf Ranch Public Hearing } Project presentaion. Residents in attendance voiced pros/cons : children safety with water retention pond, their homes' water safety, keeping the existing natural woods etc.
PC sent to B o T with reviewed issues noted.

- PC Rules and Procedures clarified & agreed for pg.4 option 11 of By-Laws (postponing time to then reconvene at a later stated date.)
- April meeting date moved due to MTA Conference.
- Special meeting for Master Plan set for May 1 -7:30 pm with public/B o T/ ZB invited.
- Public Hearing set for SPR # 02-18 Pardiac Shell addition
SUP #02-18 Sec. 17.04B both: (4-18-18)
- SUP # 03-17 Meadows West 17.21 Multiple Family Development
Residents in attendance stated concerns of street usage/road upkeep with construction vehicle use in area. John Enos' concerns with traffic, roads, trees/berms, lighting, private road off a private road.
Sent to B o T with these stated issues of concerns noted.
- TXT # 06-17 6.07.12 Roof Pitch & 6.22 LCBD - Public Hearing set (4-18-18)
- TXT 07-17 Lots / GO # 01-17 Land Division / GO # 05-17 Parks & Rec } all postponed.
- Some discussion on private roads - lengths/one drive per home & if those are big enough for fire/emergency vehicle use.

April - SUP # 02-18 17.04 Pardiac Shell Expansion Public Hearing: John Enos explained the use will be for an extended walk-in freezer, cashier (view to the pumps) station, & have evergreens for screening.

- TXT #06-17.12 Roof Pitch & 6.22 LCBD Reference (new builds from now on to reduce ZB

applications)

- SUP #02-18 & SPR # 02-18 } passed with approval to B o T
- TXT # 06-17; 6.07.02 Roof Pitch & 6.22 LCBD approved to B o T & LCPC
- SUP # 01-18 & SPR # 01-18 Schroeder Body Shop } Public voiced comments -lighting/traffic storage etc.
PC approved both & sent to B o T with public concerns.
- Adopted By-Laws (PC Rules & Procedures)
- TXT 07-17 Lot Changes - tabled for more description.
- GO #01-17 Land Division / GO # 05-17 Cemetery & Parks & Rec } postponed.

May 1 st - Master Plan Mtg with Public/ Board input hosted by John Enos / Chris Tyler

May - Public Hearing set for SUP # 17.04 Pardiac Auto Repair (6-26-18)

- TXT # 04-17, #05-17 Landscape Contractor Operation} language clarification & adjustments sent to B o T for approval/denial/ comments.
- TXT # 07-17 Lots} postponed for discussion between Bob /John to 6-26-18
- GO # 01-17 Land Division } also postponed to 6-26-18 & GO # 05-17 } waiting on lawyer input.
- Call to Public} conversations on enforcing our established ordinances.

June - SUP # 17-04 Pardiac Public Hearing } Sandy Marhofer approves! She is the only audience!

John Enos listed late requested changes & commented that this cannot happen.

PC noted the issues with conditions now being made public & with ZB approval approved to B o T for their comments/approval/denial.

- TXT # 07-17 Lots } post-poned again for John Enos/ Chris Tyler input.
- GO # 01-17 Land Divisions} Removed 2nd paragraph to keep it in agreement with standing ordinances.
- GO # 05-17 Cemetery&Parks&Rec} Approved adding vandalism/ misconduct etc.
- E-mails read from young Mothers in the township (rcvd together) who wish to have water parks & extended play areas with more play structures in township parks.
- Master Plan surveys reviewed and questions added and changes made/ some more details.

July - Call to Public } Bob Chvala-resident with concerns voiced regarding repair needed to a part of Mason rd.

- SUP # 03-18 Taratola Lane Site Condo: Jim Barnwell wanted more land divisions (denied) ... They reworked sites & were approved with agencies concerns being met & PC sending him to ZB for variance (road length buffer on road).
- TXT # 04-17 Landscape Operation / Home Occupation Class I & II } Discussion continues.
- TXT # 05-17 Outdoor Vehicle Storage & TXT # 07-17 Lots } Discission again & John Enos to bring back other input for 8-18 meeting.
- Public shared concerns with language being ignored and abused & stretched beyond its intent regarding Home Businesses.
- Claire Stevens resigned our township PC due to being accepted as a member of LCPC.

August - Sec 18 Site Plan Reviews - Discussion on going to place consultants as first step for applicants to start their process presentation. Thus, more speed/less twp issues.

- TXT # 04-17/#05-17-#07-17 } postponed until John Enos is present with information.
- Master Plan } asking for any other added input to be sent to Bob.
- Notification that LCPC will attend the 9-25-18 meeting.

- Jim Anderson joined the PC board and is Welcomed! (Back!)

September - LCPC Rob Stanford spoke of the County Master Plan. It is on the website and interactive with over 1,000 links offered as help aides and information.

- TXT # 04-17 Landscape Operation # 05-17 Outdoor Vehicle Storage - sent language to Mike Kehoe for review from John Enos. TXT # 07-17 Lots } postponed ; John Enos & team are still working on this.
- TXT # 01-18 6.20 Private Roads } After discussion, postponed for regulation consistency in GO and ZO.
- TXT # 02-18 17.04 A/B Automobile Repair } Took out # 8 & set Public Hearing for 10-23-18.
- TXT # Home Occupation - postponed to 10-23-18.
- Master Plan } Requesting B o T to grant money for postcard /mailing Master Plan information sent to residents.
- MSU - Zoning for Solar Energy Webinar (10-12-18) available to board members.
- LCPC is requesting a millage for parks improvement in the county.

October - Solar Webinar meeting (10-12-18) Bob/Jim/Bruce/Cheryl in attendance 11:30-1:38.

Solar panels & construction - usage in RR, AG, I, C } city powered shared sources, AG orchards /bee hive pollination. Close proximity to power lines necessary to access power containment. Noted the "Hows" of benefits.

10-23-18

- TXT # 02-18 17.04 A& B Auto Repair Garage } Public Hearing - no comments
- " " " " } Removed item #8 sent to LCPC for approval etc
- TXT # 07-17 Lots - Discussion ended / being too specific/ Chris recommended no major changes and this again postponed.
- TXT # 01-18 6.20 Private Roads - Postponed for John E./Phil W. to be present with updates.
- Master Plan specila meeting set for Dec. 11th.
- TXT # 03-18 Home Occuaption postponed for John E. to be present.
- Bob requesting an ordinance creating language for solar panel usage (electricity/power/ water heaters.)

November - TXT # 07-17 Lots } Discussion with John E. regarding buildable, net, gross, road right of way in calculations. We still wish to cover the greatest number of lots under one definition in the ordinance. John E. said he will have it for the 1-22-19 meeting.

- TXT # 01-18 6.20 Private Roads & TXT # 03-18 Home Occupation } postponed to 1-22-19
- Master Plan Survey monkey to catagorize the input from responses received.

December - Master Plan survey points discussed from public input. John E. requested boarde input.

- The annual organizational meeting was postponed to 1-22-19

January (2019) - Icy/snowstorm ... Dave H./ John E. / Jessica T. } absent

- Call to Public } Residents from Hawthorne Dr. shared concerns of a Home Business neighbor working by them creating chemical smells/burning things/ run off concerns with their well water safety.
- Annual organizational meeting - Larry Grunn nominated Chairman & accepted as did, Bruce Powelson for Vice Chair, Cheryl Range for Secretary. Points of change discussed regarding Rules /Procedures in the Policy Handbook.
- TXT # 07-17 Lots after discussion } postponed until John E. / Dave H. attend with updates.

- TXT # 01-18 6.20 Private Roads same as above & Bob checking with LCRC contact.
- TXT # 03-18 Home Occupation Class I & II } same as above checking with Dave.

Respectfully Submitted,
Cheryl Range, PC Secretary
February 15, 2019